

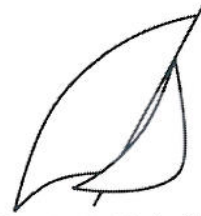
ATTACHMENT H

ATTACHMENT H

**SUBMISSIONS RECEIVED DURING
EXHIBITION OF DRAFT VOLUNTARY
PLANNING AGREEMENT**

1 ALFRED STREET, SYDNEY

ATTACHMENT H



RINGMER PACIFIC

25TH APRIL 2012- SUBMISSION

RE: Draft Planning Agreement - 1 Alfred St, Circular Quay Sydney between The Council of the City of Sydney and Valad Commercial Management Limited

Submission by Ringmer Pacific Management Pty Ltd on behalf of Cambooya Properties Pty Ltd, owners of 19-31 Pitt St, Sydney, to the Council of the City of Sydney for the attention of the Chief Executive Officer.

SUMMARY

This submission sets out general support of the outcomes aimed for in the proposed Voluntary Planning Agreement (VPA) as well as recommendations for changes that will be essential for the agreement to achieve the implied aims. The comments herein are mainly directed at the creation of the carriage way envisioned by the VPA, the desired outcomes of this carriageway and recommendations to aid these outcomes. This submission sets out a range of issues that must be addressed to ensure the stated outcomes can be achieved, and proposes recommendations to address these issues.

ATTACHMENT H

ISSUES AND RECOMMENDATIONS

1. SAFE AND COMPLIANT CAR ACCESS

SK01 shows the analysis presented by the applicant in support of the carriageway design and appears to show 2 car lane access. Two shortcomings in the analysis have been highlighted.

- no allowance has been made for a wall zone along the boundary of the 'tail' of the 19-31 Pitt st site, leading to an unrealistic and naïve presentation of potential access for cars via the carriageway.

- The sweep paths shown indicate non-compliances with the design at several points.

SK02 shows the Australian standard for the off street parking code applied to the applicants proposal and identifies at least 3 areas where the carriageway proposed would not accommodate compliant access.

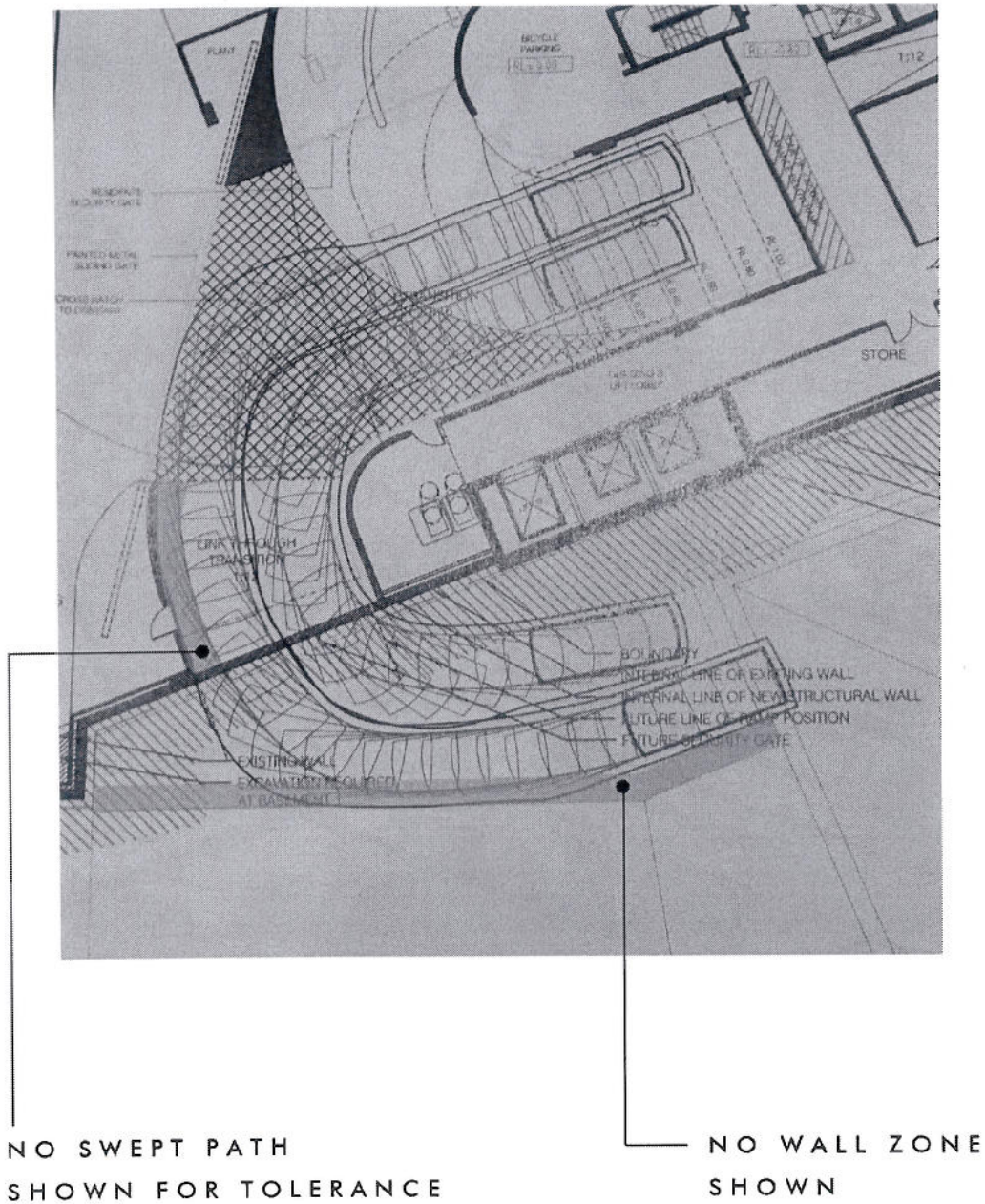
SK03 demonstrates that the applicants proposed carriageway design requires amendments to ensure compliant access can be provided.

Shown on SK03 are the required widths and radius required to ensure a compliant and safe two way ramp, with no lane separator provided. Including an option with a lane separator would have a larger impact on the applicants proposal.

Recommendation

Adopt the amendments shown in SK03 as essential amendments to the proposed carriageway design to achieve compliant safe access to the lot benefited. Of note are the recommended minimum widths, the increased area of the carriageway on the inside radius of the proposed laneway ramp, and the minimum width of the breakthrough.

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SWEPT PATH ANALYSIS OF AN 85TH PERCENTILE VEHICLE ENTERING AND 99TH PERCENTILE VEHICLE EXITING SP11

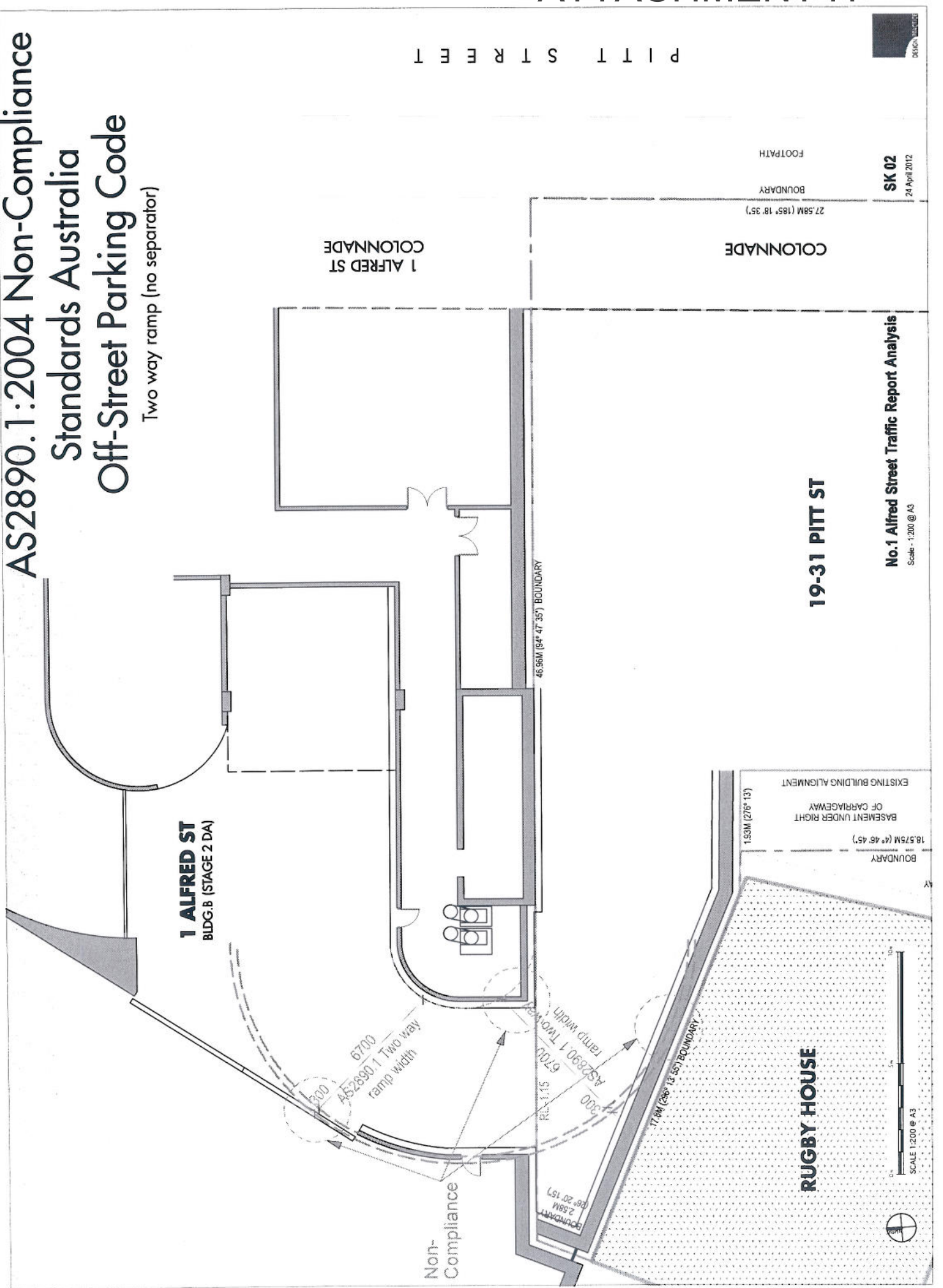
NO.1 ALFRED STREET
TRAFFIC REPORT ANALYSIS

SK 01
APRIL 12



AS2890.1:2004 Non-Compliance Standards Australia Off-Street Parking Code

Two way ramp (no separator)



SK 02
24 April 2012

No.1 Alfred Street Traffic Report Analysis
Scale - 1:200 @ A3



DISCIPLINE

ATTACHMENT H

2. SAFE AND COMPLIANT SERVICE VEHICLE AND GARBAGE VEHICLE ACCESS

SK04 and SK05 shows the analysis presented by the applicant in support of the carriageway design and appears to show compliant access for 8.8m rigid and 10.2 refuse vehicles. Shortcomings in the analysis have been highlighted.

- no allowance has been made for a wall zone along the boundary of the 'tail' of the 19-31 Pitt st site, leading to an unrealistic and naïve presentation of potential access for larger vehicles via the carriageway.

- The sweep paths shown indicate non-compliances with the design at several points..

- It is also noted it seems unclear what standard was applied in the analysis.

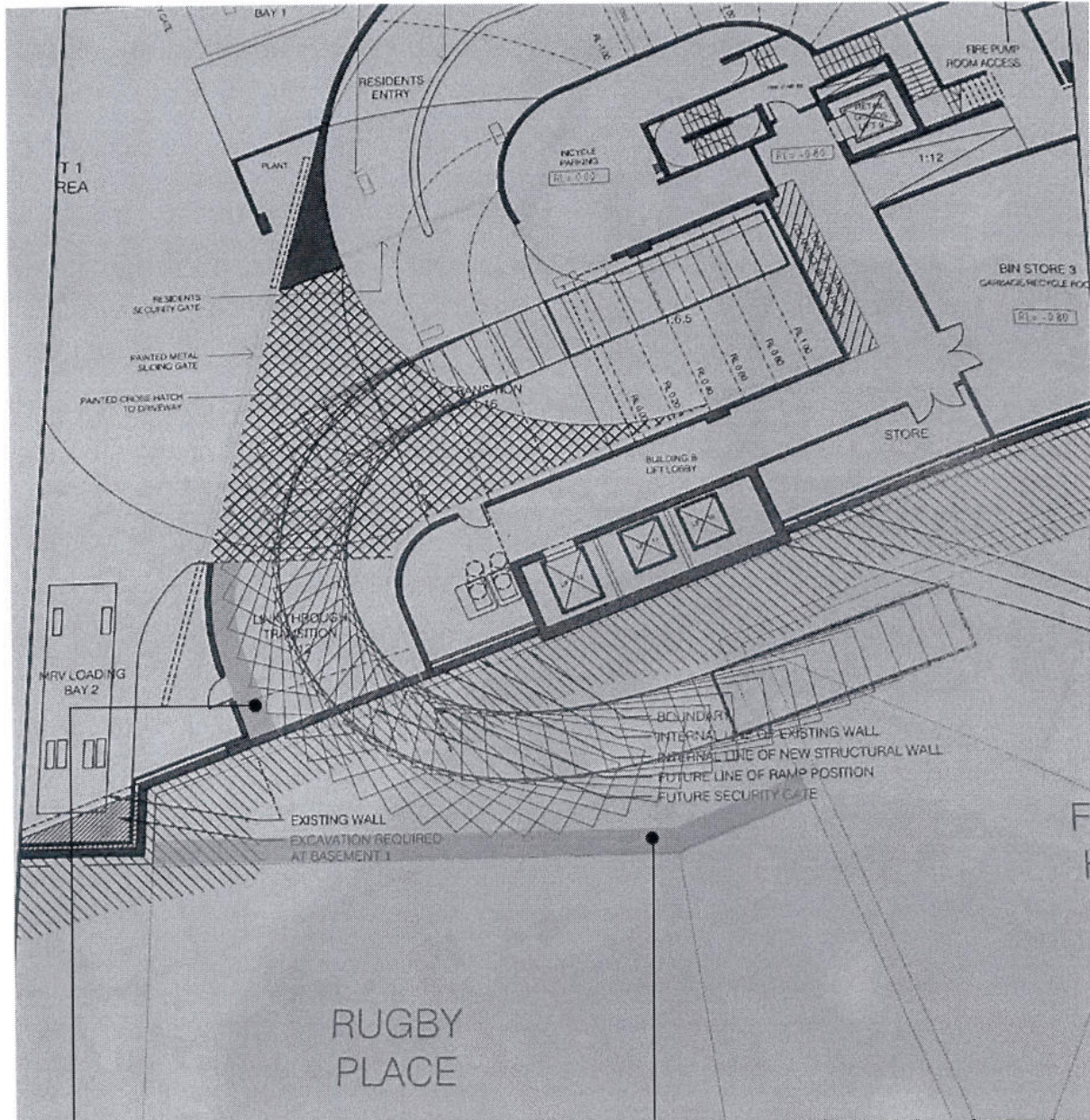
SK06 and SK07 show the Austroads turning path templates for an 8.8m & 12.5m vehicle respectively. The turning circles for both trucks indicate 3 areas of non-compliance in the proposed carriage way design which will prevent complaint and safe use of the carriage way by larger vehicles.

SK09 (8.8m compliant) – Shows the amendment required to the applicants proposal to achieve compliant access for an 8.8m truck. SK10 has been included to note that additional amendments will be required to achieve compliant access for a 12.5m truck.

Recommendation

It is recommended the applicants proposal be amended to the minimum dimensions shown in SK09 to provide compliant access for an 8.8m Vehicle. Of note are the recommended minimum widths, the increased area of the carriageway on the inside radius of the proposed laneway ramp, and the minimum width of the breakthrough. It is suggested further amendments be investigated to provide access for a 12.5m Vehicle.

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NO SWEEP PATH
SHOWN FOR TOLERANCE

NO WALL ZONE
SHOWN

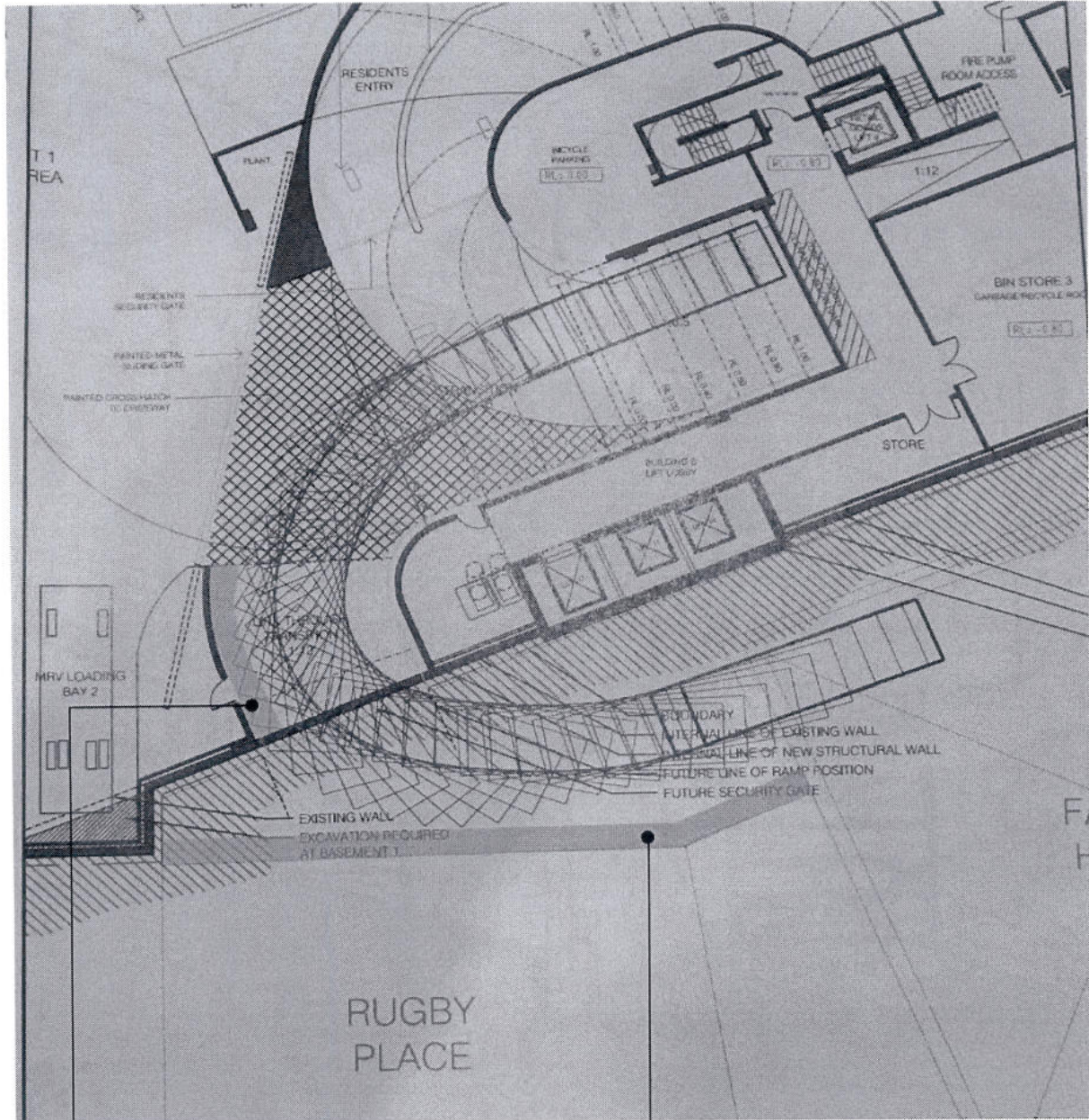
SWEEP PATH ANALYSIS OF AN 8.8M RIGID VEHICLE SP14

NO.1 ALFRED STREET
TRAFFIC REPORT ANALYSIS

SK 04
APRIL 12



ATTACHMENT H



NO SWEEP PATH
SHOWN FOR TOLERANCE

NO WALL ZONE
SHOWN

SWEPT PATH ANALYSIS OF A 10.2M REFUSE VEHICLE SP15

NO.1 ALFRED STREET
TRAFFIC REPORT ANALYSIS

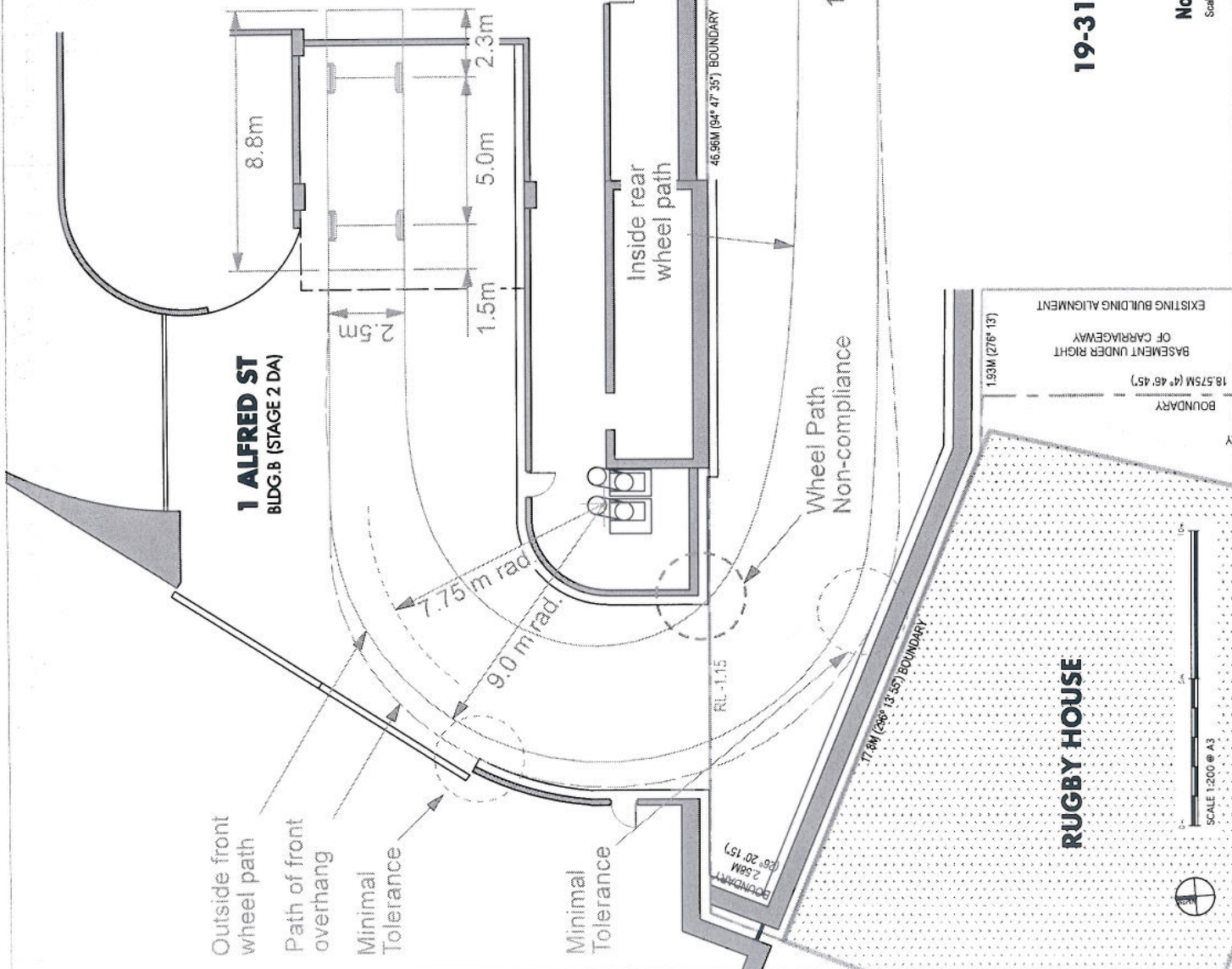
SK 05
APRIL 12



8.8m Truck Turning Circle Non-Compliance

9m radius turn

AUSTROADS
DESIGN SERVICE VEHICLE (8.8 m)
Radius 9 m
For use at mandatory stop only
Turning speed 0 - 5 km/h



P I T T S T R E E T

FOOTPATH
BOUNDARY
27.58M (185° 18' 35'')

SK 06
24 April 2012

No.1 Alfred Street Traffic Report Analysis
Scale - 1:200 @ A3

19-31 PITT ST

EXISTING BUILDING ALIGNMENT
BASEMENT UNDER RIGHT
OF CARRIAGEWAY
BOUNDARY
18.575M (4° 46' 45'')

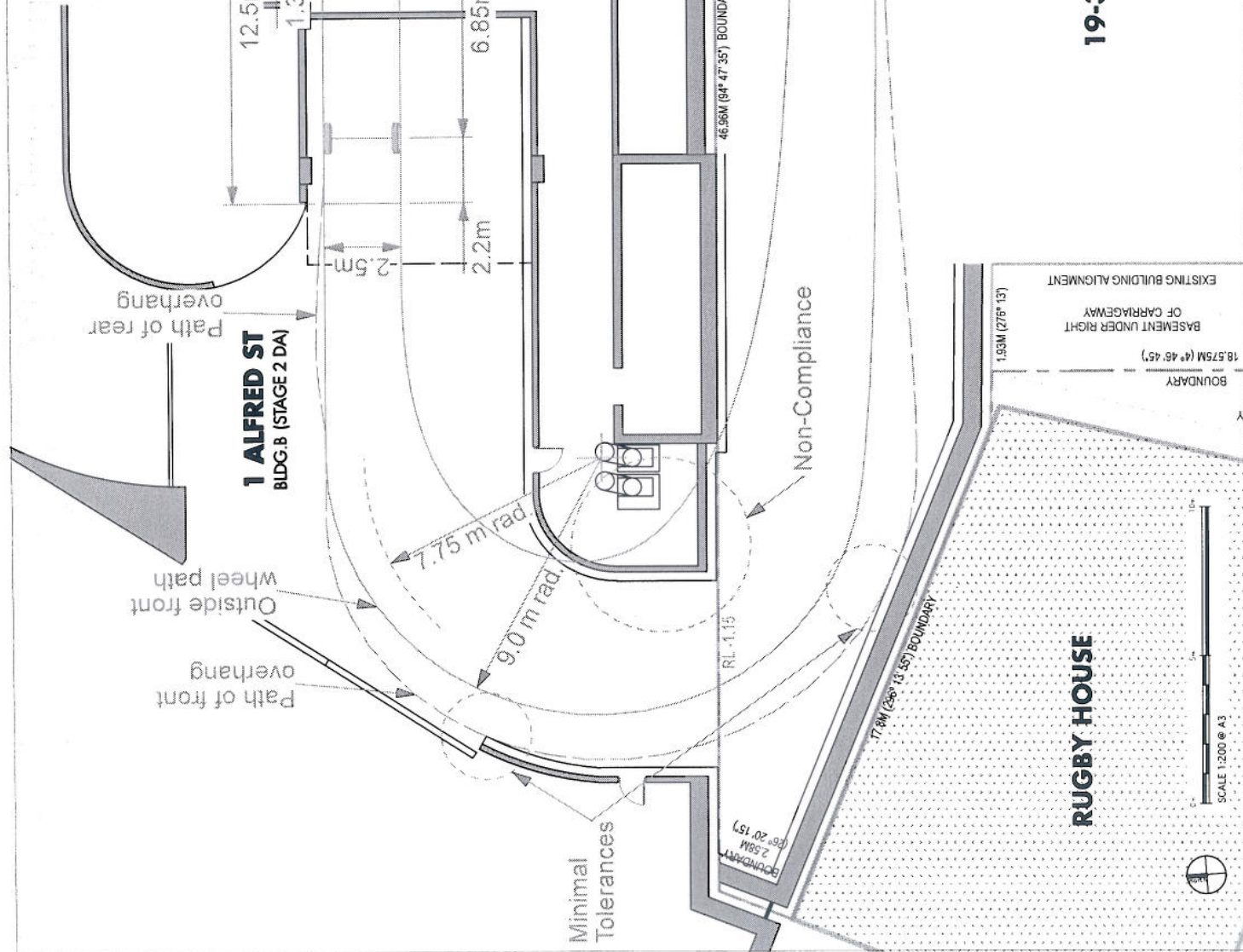
RUGBY HOUSE



12.5m Truck Turning Circle Non-Compliance

9m radius turn

AUSTROADS
DESIGN SINGLE UNIT TRUCK / BUS (12.5 m)
Radius 9 m
For use at mandatory stop only
Turning speed 0 - 5 km/h



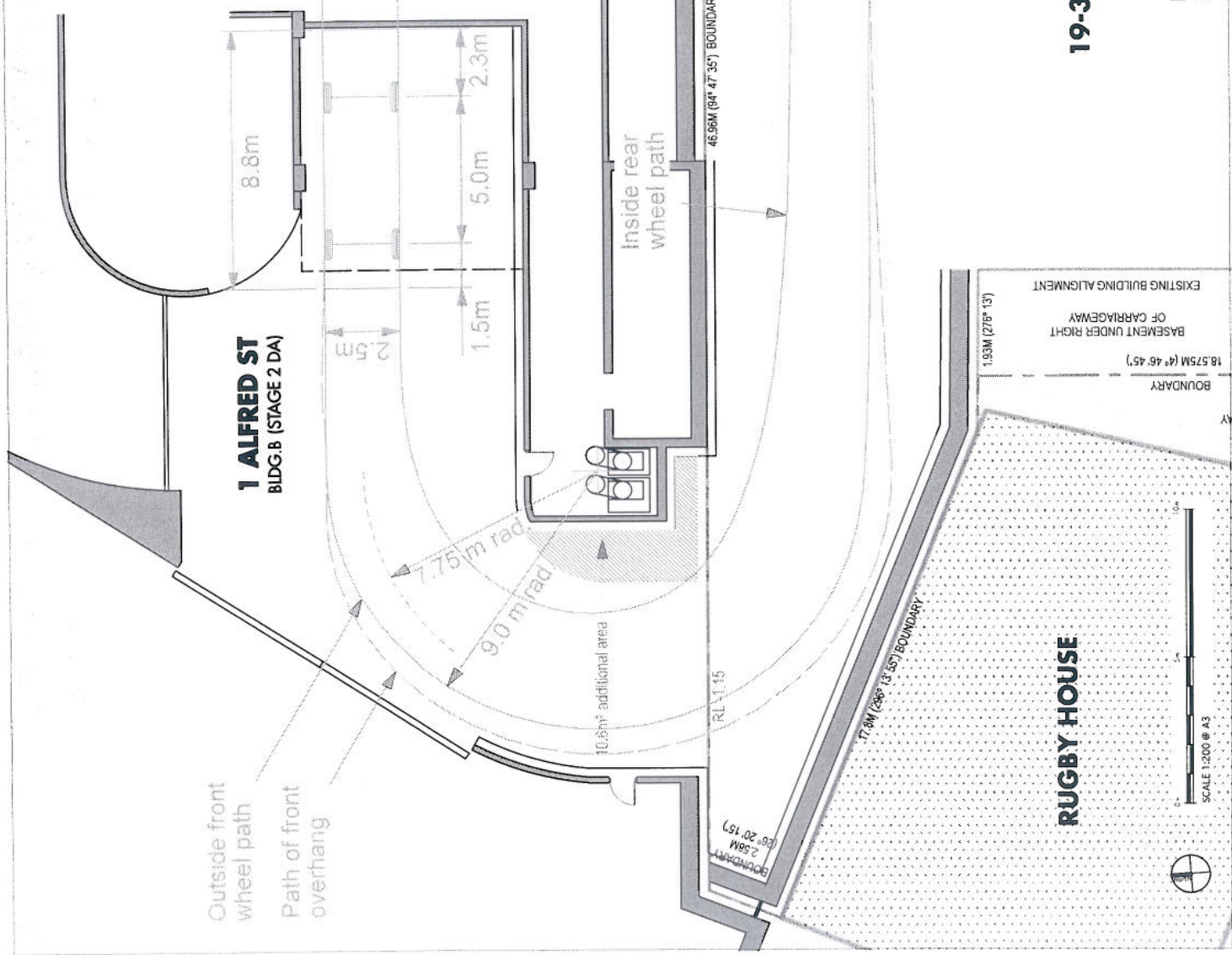
No.1 Alfred Street Traffic Report Analysis
Scale - 1:200 @ A3

SK 07
24 April 2012



AS2890.1:2004 Compliance Standards Australia Off-Street Parking Code 8.8m Truck Turning Circle

Two way ramp (no separator)



P I T T S T R E E T

FOOTPATH
BOUNDARY
27.58M (185° 18' 35")
COLONNADE

SK 09
24 April 2012

No.1 Alfred Street Traffic Report Analysis
Scale - 1:200 @ A3

19-31 PITT ST

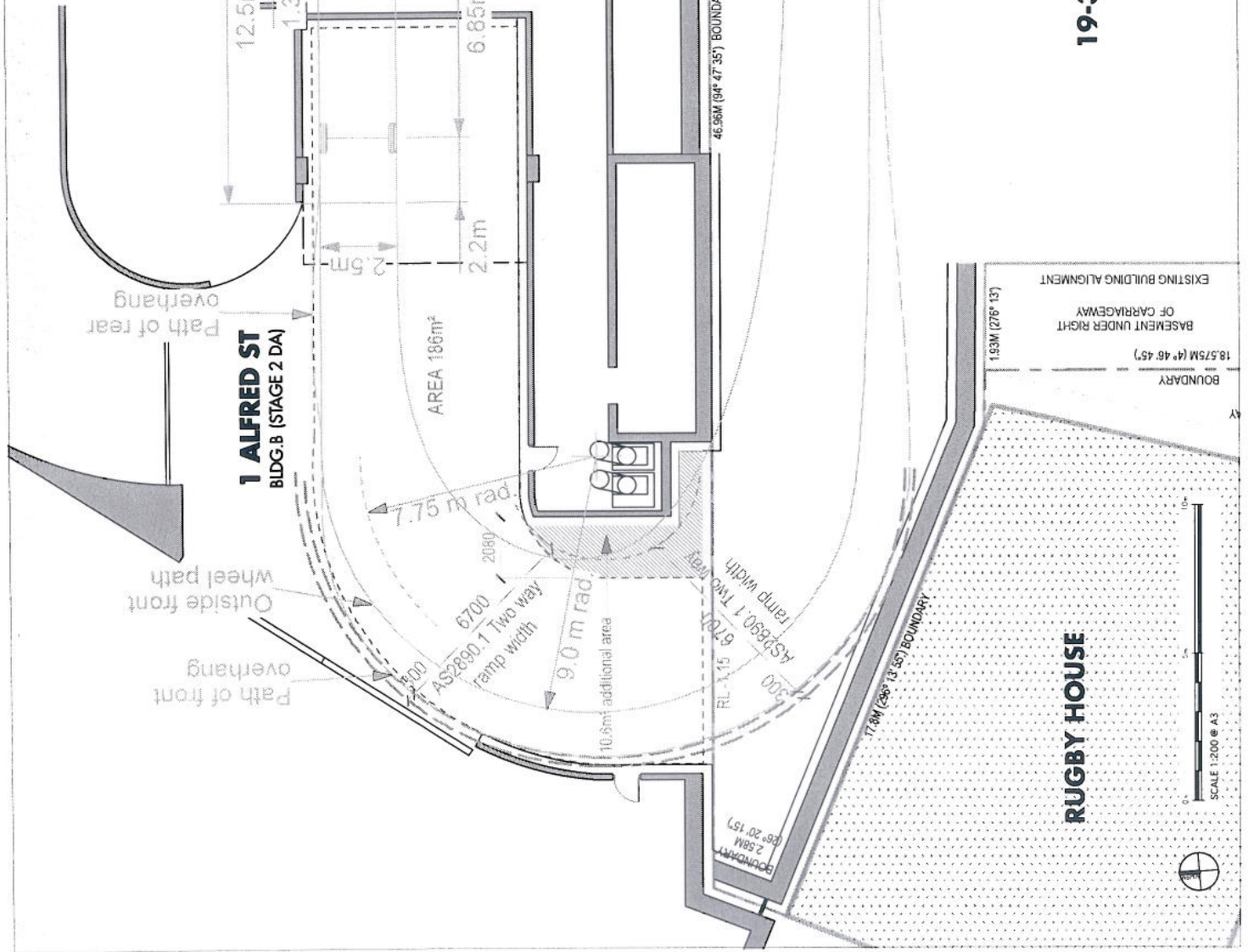
EXISTING BUILDING ALIGNMENT
OF CARRIAGEWAY
BASEMENT UNDER RIGHT
18.575M (4° 46' 45")
BOUNDARY

SCALE 1:200 @ A3



AS2890.1:2004 Compliance
Standards Australia
Off-Street Parking Code
12.5m Truck Turning Circle

Two way ramp (no separator)



P I T T S T R E E T

COLONNADE

BOUNDARY

FOOTPATH

SK 10
24 April 2012

No.1 Alfred Street Traffic Report Analysis
Scale - 1:200 @ A3

19-31 PITT ST

RUGBY HOUSE



SCALE 1:200 @ A3

ATTACHMENT H

3. UNWORKABLE RESTRICTIONS ON THE ABILITY OF OWNER OF LOT BENEFITED TO ACCESS ITS BASEMENT TO UNDERTAKE USUAL AND EXPECTED MAINTENANCE, CONSTRUCTION, REFURBISHMENT OR OTHER WORKS.

Access to the basement to undertake works must be allowed by commercial vehicles of the size and nature required to undertake works. Complete and unfettered access to the basement is essential during any construction period, especially in later stages where the basement becomes enclosed.

In order for 19-31 Pitt St to be able to rely on the carriageway, access must be provided for construction works that will be ongoing after the initial period of construction. These will be regular, expected and normal events such as fitouts, refurbishments, alterations, replacements and maintenance of building plant and equipment, and other normal works essential to the running of a high quality CBD building. Activities of this nature will naturally require access to the basement for parking, material delivery, access to plant and equipment, the transport of materials on and off site.

Schedule 7, Clause 2.3 (b) (iv) already requires the owner of the lot benefited "must cause as little disturbance or damage as possible to the easement site."

Schedule 7, Clause 2.3 (b) (ii) requires that the owner of the lot benefited must "promptly reimburse to the Owner of the Lot Burdened the costs incurred by the Owner of the Lot Burdened in restoring any damage to the improvements erected within the Easement Site caused by the negligent or improper use of the Easement Site by the Owner of the Lot Benefited or its Authorised Users, which amount shall be a liquidated debt owed by the Owner of the Lot Benefited to the Owner of the Lot Burdened."

It is suggested any unintended impacts of construction related vehicles during construction prior to the issuance of any occupation certificate can be effectively managed by construction management plans.

Recommendation:

Delete Clause 2.2 to remove restrictions on access to the basement of 19-31 Pitt St for construction purposes.

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4. POTENTIAL LINKAGES FROM 19-31 PITT ST TO THRU SITE LINK SHOULD BE ALLOWED FOR TO MAXIMISE ACTIVATION.

The intention of the thru site link is to allow free access between Herald Square and any future plaza within the APDG Block as well as assist in activation of the laneways. The activation of the thru site link requires interaction with other sites and the easement plan as presented by the applicant does not protect potential opportunities for this. By providing opportunities for further linkages as indicated in the Stage 1DA submissions for 19-31 Pitt St, significant benefits can be obtained, by providing further options for pedestrians to access the laneway network, to encourage exploration, and cross block linkages for local trips. The current easement diagram only allows an unimpeded width of access of 2.5m from 19-31 Pitt St to the thru site link which is not a viable option for any form of obvious public access.

Recommendation

The southern boundary of the zone marked FR3 should allow for a potential right of access to the thru site link from lots on the southern boundary. This should be defined in the easement documents and plans, and should be of such height and dimensions to allow for effective linkages to be created. The linkage protected should be the width of the southern edge of FR3 along the boundary, and to a height that allows clear and defined pathways to be established.

ATTACHMENT H

5. FOR THE AVOIDANCE OF DOUBT AND TO ENSURE THE OUTCOMES FOR THE PROPOSED CARRIAGE WAY ARE PROTECTED, DIMENSIONS SHOULD BE DEFINED THROUGH EXPLICIT MINIMUM WIDTHS HEIGHTS AND AHD LEVELS.

It is understood that the intention in the creation of the carriageway is to achieve a public benefit and design outcome by removing vehicle traffic from Rugby place servicing 19-31 Pitt Street, and the rugby club, and to minimise points of car movements over pedestrian sidewalks. To protect this outcome, it is essential the carriageway is of such dimensions and shape that a viable alternative access is provided to these two lots.

Recommendation

Referring to the measurements provided in SK03:

- Adopt a clearly stated minimum width of 7m for the carriageway at all points, and with particular attention to a minimum 7metres width and the shape of the easement near and to the breakthrough panel to ensure compliant access to the lot benefited will be achievable.
- -Adopt a clearly stated minimum height of 4metres clear for the length of the carriageway to ensure compliant access to the lot benefited will be achievable, especially for larger service vehicles.
- -Adopt a clearly stated minimum width for the breakthrough on the southern boundary of 11.23metres, to ensure compliant access to the lot benefited will be achievable.
- -Adopt a clearly stated level of RL -1.15 for the low point of the easement at the breakthrough to ensure compliant access to the lot benefited will be achievable.

ATTACHMENT H

6. FURTHER ISSUES IN THE VOLUNTARY PLANNING AGREEMENT AND SECTION 88B INSTRUMENT

Please find attached a summary of additional issues that require resolution in the voluntary planning agreement, the section 88b instrument and the attached schedules, surveys and plans.

Recommendation

Review and address the issues raised in the attached summary prepared by Wilshire Webb Staunton Beattie.

CONCLUSION

Overall, we are sympathetic to the desired outcomes from the proposed voluntary planning agreement; however given the deficiencies in the documentation and the overall carriageway design, we strongly believe the proposed voluntary planning agreement needs amendment for it to be of any use in achieving beneficial outcomes. Should the applicant not be willing to alter the agreement, then it will not deliver any of the desired public benefits and should be rejected by council.

Please do not hesitate to contact the undersigned with any queries or comments regarding this submission.

Yours Sincerely



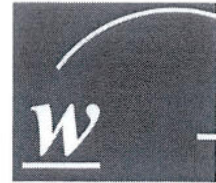
Giles Austin

Investment & Asset Manager

Ringmer Pacific Management Pty Ltd

On Behalf of Cambooya Properties Pty Ltd.

ATTACHMENT H



Wilshire Webb Staunton Beattie

Lawyers

email: gbeattie@wilshirewebb.com.au

OUR REF.: GB:MA:211285
YOUR REF.:

26 April 2012

City of Sydney
Town Hall House
456 Kent Street
SYDNEY NSW 2000

Dear Sirs,

**RE: VALAD COMMERCIAL MANAGEMENT LIMITED/CAMBOOYA
PROPERTIES PTY LIMITED
SUMMARY OF ISSUES – RE VOLUNTARY PLANNING AGREEMENT
PROPERTY: 1 ALFRED STREET, SYDNEY NSW**

We refer to the above matter and note that we act for Cambooya Properties Pty Limited (“**Cambooya**”).

BACKGROUND

We understand the following circumstances have arisen:-

- (i) Cambooya is the registered proprietor of 19-31 Pitt Street, Sydney being Folio Identifier 1/537286 (the “**Cambooya Site**”);
- (ii) Cambooya obtained a deferred Development Consent No. D/20101533 from City of Sydney (“**Cambooya Consent**”);
- (iii) Condition 3 of the Cambooya Consent notes that vehicular access is not approved under Stage 1 of the Cambooya Consent and must be resolved in the future having regard to the requirement that “the preferred vehicular access is through the adjoining site 1 Alfred Street, Sydney as shown in Option A in Drawing No. DA15A prepared by Mark Hurcum Design Practice, dated July, 2011. All reasonable efforts shall be made to achieve this outcome...”;
- (iv) Valad Commercial Management Limited (“**Valad**”) is the registered proprietor of 1 Alfred Street, Sydney, NSW being Folio Identifiers 1/220830 and 1/217877 (the “**Valad Site**”);
- (v) Valad has/is seeking development consent for the development of the Valad Site;

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www.wilshirewebb.com.au • ABN 61 849 174 739

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26 April 2012

- (vi) Valad has provided the City of Sydney with the following draft documents in relation to Valad's development application for the Valad Site:-
 - (a) Planning Agreement ("**Planning Agreement**");
 - (b) S.88B Instrument creating a right of carriageway over the Valad Site in favour of the Cambooya Site and a Positive Covenant over the Valad Site ("**S.88B**");
- (vii) Council has invited submissions from the public in relation to the Planning Agreement and the S.88B.

We set out below our comments/concerns in relation to the Planning Agreement S.88B on the assumption that any future vehicular access for the development of the Cambooya site is to be through the Valad Site:-

A. PLANNING AGREEMENT

We comment on the draft Planning Agreement as follows:

1. Clause 4.1 Definitions

- (i) any changes to the draft Section 88B Instruments or other documents should be relevantly picked up in the Definitions for example Easement Instruments and Plan etc.;
- (ii) definition of Occupation Certificate should include a reference to an interim Occupation Certificate.

2. Clauses 7.2 and 7.3

- (i) there should be a mechanism for the design drawings and specifications for the right of carriageway C1 to be considered by the owners of the Cambooya Site and submissions and suggestions, if necessary, be made to the Council within a reasonable period of time.

3. Clause 9.8

- (i) it should be clear that if the developer for any reason does not complete the carriageway works then the Council "will" as opposed to "may" ensure that the works are carried out so that the access to the Cambooya Site is guaranteed.
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4. Clause 13.3

- (i) it should be clear in clause 13.3(a)(i) that the Financier agrees to the Valad Site being burdened by the right of carriageway in favour of the Cambooya Site.

5. General Comments

- (i) The Planning Agreement assumes that the Valad Site will be developed before the Cambooya Site. In the event that the Planning Agreement is entered into but for some unforeseen circumstance the Valad consent is not activated or completed and the right of carriageway is not provided then the Planning Agreement cannot be used against the owner of the Cambooya Site regarding reasonable efforts being made to achieve the outcome of Option "A" (access to Cambooya Site via Valad Site as per condition 3 of the Cambooya Consent);
- (ii) the developer should agree not to modify any consent for the Valad Site to change, alter, interfere with or remove the provision of access to the Cambooya Site from the Valad Site.

B. SECTION 88B INSTRUMENT

We comment on the Section 88B Instrument as follows:-

1. Clause 1.1 Definitions

- (i) the definition of "Authorised User" should be extended to include owners of strata lots in the event that the Lot Benefited is subject to a strata sub-division;
- (ii) the definition of "Breakthrough" should be further defined by the use of RL Australian Height Datum measurements in order to securely locate the intended position of the Breakthrough on both sites as further indicated in Drawing No: SK03 dated 24/04/2012;
- (iii) in the definition of "Easement Management Plan" approval should include that of the Owner of the Lot Benefited;
- (iv) the definition "Easement Site" should include within its terms or the "Plan" the dimensions and location of the Easement Site i.e. 4 metre height minimum and 7 metres

26 April 2012

minimum width and minimum width of 11.23 metres at the Breakthrough;

- (v) in the definition of "Emergency Situation" it should be limited to actual events not "training" or "tests".

2. Clause 2.1 Terms of Easement

- (i) there should be no restriction on the types of vehicles accessing the right of carriageway i.e. the Terms of the Easement should state that the carriageway should be designed for all vehicles including heavy construction vehicles. If the right of carriageway is to be the main vehicular access for the Cambooya Site it is imperative that all types of vehicles are able to access the Cambooya Site. We suggest that the limitation "for which the carriageway is designed" be deleted;
- (ii) the grant should not be conditional, i.e. on the removal of the Breakthrough Panel and references to these clauses should be deleted;
- (iii) the terms of the Easement should allow for any intensification of use on the Lot Benefited being the Cambooya Site in the event that the Cambooya Site is subdivided by strata or stratum sub-division.

3. Clause 2.2 Restriction on Use for Construction

- (i) as this will be the main vehicular access for the Cambooya Site, this restriction should be deleted otherwise Cambooya's development of the Cambooya Site will be jeopardised because access to the basement level is essential to a safe, orderly development of the Cambooya Site.

4. Clause 2.3 Conditions of Access

- (i) sub-clause (b) should include at the end of the first line "in their use of the Easement Site";
- (ii) sub-clause (b)(iv) should exclude normal fair wear and tear.

5. Clause 2.6 Restrictions on Access

- (i) if the right of carriageway is to be the main vehicular access to the Cambooya Site, then this clause must state
-

26 April 2012

categorically that access to the Cambooya Site must be maintained at all times except in an emergency situation. The words "(but not all of)" should be expanded to ensure that Cambooya's use of the right of carriageway is not impeded;

- (ii) in sub-clause 2.6(d)(ii) restricted access should require longer notice of provision than one (1) month e.g. three (3) months;
- (iii) sub-clause 2.6(d)(iii) should also provide that any of the intended works do not occur on or interfere with any of the right of carriageway with Cambooya's notified use of it for construction purposes;
- (iv) in sub-clause (d)(iii) should be amended by deleting "reasonable steps" and replacing with "best endeavours". Further sub-clause 2.6(d)(iii)(D) should be deleted and replaced with its own separate sub-clause pursuant to which the Owner of the Lot Burdened undertakes to maintain access to the Lot Benefited except in an emergency situation.

6. Clause 2.8 Release

- (i) use alternative definition to "Indemnified Party" as no indemnity is being provided e.g. "Released Party";

7. Clause 3.1 Maintenance of Easement Site

- (i) "A-grade" definition of this should be provided in clause 1 Definitions.

8. Clause 3.2 Removal of Breakthrough Panel

- (i) sub-clause (a) is too restrictive and the Breakthrough Panel may need to be removed prior to any interim or final Occupation Certificate for the Valad Site in order to allow for access for construction for development on the Cambooya Site.

9. Clause 3.5 Insurance

- (i) In sub-clause 3.5(a)(ii) the Owner of Lot Benefited should not be required to take out Industrial Special Risks Insurance.

26 April 2012

If you have any queries please do not hesitate to contact Mr Hudson or Mr Beattie of our office.

Yours faithfully
WILSHIRE WEBB STAUNTON BEATTIE



GREGORY BEATTIE
Partner

ATTACHMENT H



Thursday, 26 April 2012

Our ref: AKB/11036A

Chief Executive Officer
City of Sydney
GPO Box 1591
SYDNEY NSW 2001

Attention: Nicola Reeve

via email: nreeve@cityofsydney.nsw.gov.au

Dear Sir/Madam,

re: Submission to Draft Planning Agreement for 1 Alfred Street, Sydney

We write on behalf of a prospective purchaser of one or more parcels of land within the APDG block. We have been advised by our client that negotiations remain at a confidential stage and therefore we cannot disclose our client's name nor the relevant allotments which may be purchased. We nevertheless wish to make the following submissions.

INTRODUCTION

The exhibited explanatory note to the draft planning agreement exhibition indicates that the planning agreement requires the landowner of 1 Alfred Street:

"to provide a shared vehicular driveway from Pitt Street, as well as a breakthrough panel within the basement car park. These works would facilitate an integrated vehicular connection between the Site and its immediate neighbours at 19-31 Pitt Street (Fairfax House) (in the event that Fairfax House is redeveloped and vehicular access is to be provided to the redeveloped Fairfax House site via the Site) and 31A Pitt Street (the Rugby Club). A right of carriageway will be created over the vehicular access ramp to the Site to facilitate this connection and will be registered on the titles to the Site."

The Explanatory Note goes on to say that:

"Provision of a shared access and integrated basement will eliminate the existing servicing and vehicular access from the rear lanes, enabling activation of this laneway network consistent with the objectives of Sections G4.3 and G5.3.2 of the Central Sydney Development Control Plan 1996 (Amendment No. 20)."

The draft planning agreement requires that the carriageway be constructed in a location depicted on a specified draft plan of subdivision, and that it must be completed prior to the issue of the first occupation certificate.



Additional requirements are contained in a Schedule to the draft planning agreement, namely Schedule 7 which comprises a proposed 88B Instrument. The burdened lots are part of the 1 Alfred Street development site, and the benefitted lots are identified as Lot 1 DP537286 (19-31 Pitt Street); and Lot 180 DP606866 (Rugby Club).

Our client has reviewed the various documents comprising the draft planning agreement for 1 Alfred Street, and we wish to make certain submissions relating to the use of the proposed right of carriageway.

SUBMISSIONS

1. Incorporation of additional benefitted lots

We request that Council consider incorporating additional benefitted lots, namely:

1. Lot 7 DP 629694 (33 -35 Pitt Street)
2. Lot 182 DP 606865 (182 George Street)
3. Lot 2 DP 880891 (City of Sydney laneway between 33-35 Pitt and 182 George)
4. Lot 181 DP 606865 (Jacksons on George); and
5. possibly others.

The purpose of incorporating additional benefitted lots would be to enable vehicular access to be gained via the 1 Alfred Street driveway to other redeveloped sites in the future.

The public benefits associated with this proposition could be considerable. The provision of a single, consolidated vehicular access point from Pitt Street for all sites north of Underwood Street would result in a reduced number of access points to Pitt and George Street, with associated benefits with respect to pedestrian safety, traffic flow and vehicular safety associated with limiting entry driveways, and improved urban design at ground level. The single access would also take future traffic out of laneways at the centre of the APDG block, facilitating activation of laneways and the provision of a high quality, pedestrian-only public space at the centre of the block.

This suggested approach is highly consistent with the City's vision for the APDG block, and correlates with all relevant principles and provision of Section 2.12 of the Central Sydney DCP 1996 (Amendment 20 APDG Block), for example the following:

G4.2 Streets Principles

vii. Minimise vehicular crossings of footpaths;

G4.3 Laneway Principles

ii. Minimise vehicular movements on lanes through shared basement access between developments;

G6.1.1 To reduce adverse impacts on pedestrian amenity:



- i. Vehicle and service entry points are to be kept to a minimum;*
- ii. Shared basement access should be provided for adjacent sites;*
- iii. The location of vehicle and service entry points should be consistent with the Vehicular Access Plan [Figure 2.64 – which shows no access through the central square between 8am and 6pm, with no apparent means of accessing existing lots on George Street during these hours];*
- iv. No vehicular access is allowable from George or Alfred Streets.*

G6.5.4 70% street frontage activation on laneways and 80% activation fronting central square.

2. Removal of restriction on access to the Rugby Club by all Authorised Users

Clause 2.3(c) of Schedule 7 to the draft planning agreement, being the proposed S88B instrument relating to the right of carriageway, is in the following terms:

“(c) If a breakthrough at basement level is constructed at any time on or to the Lot Benefited so as to provide for the servicing of the Rugby Club Building through the Lot Benefited pursuant to any condition of any Development Consent requiring the Owner of the Lot Benefited to provide such a breakthrough, the Owner of the Lot Benefited:

(i) may grant rights to the owner or occupiers of the Rugby Club Building for service vehicles to access the Rugby Club Building from Pitt Street through the Easement Site and the Lot Benefited, so long as the Rugby Club Building is not redeveloped in conjunction with or part of land other than the land comprised in folio identifier 180/606866”.

It would appear to us that the purpose of Clause 2.3(c)(i) is to restrict the use of the easement by vehicles accessing the Rugby Club, to use by service vehicles only. This is in contrast to access to the other benefitted lot (ie 31 Pitt Street) which will be permitted access by all “authorised users” as defined in the planning agreement.

Whilst we appreciate that only service vehicles currently access the Rugby Club, in the event of a redevelopment of the site which may include a small number of car parking spaces, it would be beneficial for the easement to permit all authorised users to access the site. To fail to do so would render the objectives of the planning agreement null and void in relation to the benefits outlined in the explanatory note and reproduced on page 1 of this letter.

3. Removal of restriction prohibiting access in the event of a comprehensive redevelopment of the Rugby Club site with adjoining land

The secondary purpose of Clause 2.3(c)(i) appears to be to prevent any access to one of the benefitted lots (ie the Rugby Club site) in the event of the redevelopment of that lot in conjunction with one or more additional lots.



We request that Council consider deleting this restriction for the reasons outlined previously, relating to Council's vision for the APDG block.

4. Consideration of the need for amended / further 88B instruments or planning agreements

Should Council determine that our submission has merit, it may be necessary to prepare amendments to the 88B instrument or further planning agreements or 88B instruments (for example, over a future Stage 2 DA for 31 Pitt Street) to ensure, firstly, that other landholders can access the various sites at basement levels, and secondly, that all benefitted landholders are burdened by provisions relating to maintenance, ensuring access, and the like.

5. Consideration of the need to review the width and location of the easement

Should Council determine that our submission has merit, it would be appropriate for Council, in consultation with all relevant parties, to reconsider the location and width of the right of carriageway easement.

6. Consideration of the need to bring forward the requirement for an Easement Management Plan

Should Council determine that our submission has merit, we suggest that Council bring forward the requirement for the preparation of an Easement Management Plan, and further, that the benefitted lots have an opportunity to review and approve the Plan.

7. Review the wording of Clause 2.2 (Restriction on use for construction)

We question whether the wording of Clause 2.2 is appropriate:

"Despite any other provision of this Instrument, the Easement Site cannot be used for vehicular access (or otherwise) to the Lot Benefited for the purposes of carrying out any demolition, excavation or construction works on the Lot Benefited."

Our concerns with this Clause are twofold.

Firstly, at a certain stage of redevelopment works on adjoining land, it could be envisaged that the lots benefitted would need to enable construction vehicles to access the basement car park, not at least of which associated with the detailed fitout of the car park, installation and testing of fire control measures, and the like.

Secondly, we question whether the wording would preclude access by the vehicles of any persons undertaking work within a completed building on a benefitted lot in the future. By way of example, should there be a shop or tenancy changeover, alterations within the basement car park, a new air conditioning system in the Rugby Club, or a new kitchen in an apartment, 'construction' traffic would be denied entry to the basement car park. In such circumstances, we question whether it is the best outcome to require deliveries, service vehicles and contractors to park on the street then enter the basement via the lift lobby when there is likely to be adequate basement parking provided for that purpose within each lot.



8. Further opportunity for input

We request the opportunity for a further review of the redrafted planning agreement should any amendments be made, either in response to our submission or otherwise.

Other minor drafting amendments may be put forward during discussions.

CONCLUSION

We would be pleased to meet with Council staff together with our client if further clarification of our submission is required.

We thank you for the opportunity to make this submission.

Yours faithfully
BBC Consulting Planners

A handwritten signature in black ink, appearing to read 'Alison Brown', with a long horizontal flourish extending to the right.

Alison Brown
Senior Planner
Email alison.brown@bbcplanners.com.au

ATTACHMENT H

Level 5
200 George Street
Sydney NSW 2000
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DX 508 Sydney
Telephone: (02) 9247 3000
Facsimile: (02) 9247 3777
Email: law@afcrawley.com

AFC
AUBREY F. CRAWLEY & CO
ATTORNEYS SOLICITORS PROCTORS



Our Ref: CWC:FZ 210024
Your Reference:

26 April, 2012

Ms Nicole Reeve
Senior Planner
City of Sydney
GPO Box 1591
SYDNEY NSW 2000

By email: nreeve@cityofsydney.nsw.gov.au

Dear Nicole,

**RE: JACKSONS ON GEORGE
DEVELOPMENT APPLICATION - 1 ALFRED STREET, SYDNEY**

I refer to previous correspondence.

We now attach for your information a copy of our letter forwarded to Mr Peter Malpass Project Director of the Valad Property Group , the contents of which are self-explanatory.

The issues which are raised are substantive and I am also advised by Mr Malpass that there have been amendments made to the plans since the submission of those plans with the Development Application initially. We have not been made privy to those amendments.

We are also instructed that our client is most concerned regarding the right of public access which terminates at the boundary of the right of carriageway the benefit of which is enjoyed by our client upon the title to its land. We are advised that the height of the proposed right of public access at that termination point is not less than 1 metre above the present level of the right of carriageway. Obvious problems would arise as to drainage and could result in flash floods occurring in the basement of our client's property.

We are instructed to reiterate by way of objection those matters which are set out in our letter of 24 April 2012 to Mr Malpass.

We further understand that in view of the fact that there have been amendments made to the plans under the proposed Development Application that there has been substantial change and no notification of those alterations, amendments have been provided to our client. We understand that in fact the original Development Application is not being proceeded with but an amended version.

ATTACHMENT H

Ms Nicole Reeve

-2-

26 April 2012

We are unable to properly advise our client until such time as we receive from Mr Malpass the appropriate information which has been undertaken to be provided.


You will readily understand that the Council is under an obligation to ensure that there is proper consultation in regard to any Voluntary Planning Agreements and also that there should have been re notification of any amendments which arise out of changes in respect of the Development Application.

Our client is reluctant to take any formal steps before the Courts, however, the adverse impact upon the property with the current plans is substantial and threatens the use and viability of the current hotel premises.

We should be obliged if you would kindly defer making any decisions in relation to the application until such time as we are able to properly assess the proposals put to the Council, and if necessary, lodge further objections.

We await your reply.

Your sincerely
AUBREY F CRAWLEY & CO

Per


ATTACHMENT H

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AFC
AUBREY F. CRAWLEY & CO
ATTORNEYS SOLICITORS PROCTORS



Our Reference: CWC:ak
Your Reference:

24 April 2012

Mr Peter Malpass
Project Director
Valad Property Group
Level 9, 1 Chifley Square
SYDNEY NSW 2000

By email: peter.malpass@valad.com.au

Dear Peter,

RE: PROPOSED REDEVELOPMENT OF 1 ALFRED STREET, SYDNEY

Thank you for your letter of 23 April 2012 together with enclosures.

Unfortunately, what you have enclosed is not what was agreed to be forwarded to me.

Would you please forward the agreed documentation, namely:

1. The bound documents to which you referred to as "marketing material";
2. Copies of all correspondence between Valad and the City of Sydney Council in respect of the current proposal;
3. The most recent plans (including all submissions made subsequent to the lodgement of formal application documents) supporting documentation in relation to those plans;
4. The submissions in relation to acoustic reports in respect of noise admissions from Jacksons on George (24 hour trading licence) and/or other documentation and acknowledgements.

As you are aware, yesterday's meeting was merely a preliminary meeting, as there had not been at any stage during the process in which you have engaged the City of Sydney Council any prior consultation with my client whatsoever.

I reaffirm the fact that upon our site the height limit has been lifted to 75 metres. We are most concerned about the aspect of your development regarding my client's current use of 174-176A George Street as an operating 24 hotel premises, and further, any redevelopment where the windows of your proposed project appear to be constructed so as to face directly towards our client's property.

ATTACHMENT H

Peter Malpass
Valad Property Group

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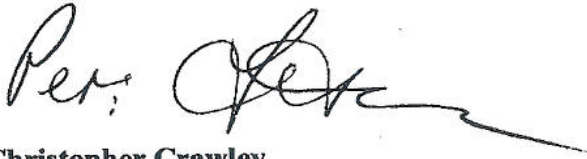
24 April 2012

The manner in which the development that you have proposed faces, creates considerable constraints upon any redevelopment of our client's site, and additionally could, with objections from your prospective purchasers, create difficulties with the continued use and operation of the property as a hotel.

I await receipt of the documentation that you agreed to provide so that a proper appreciation of all the issues surrounding your proposal may be considered by my client.

I await your response.

Yours sincerely
AUBREY F. CRAWLEY & CO.

Per: 

Christopher Crawley

ATTACHMENT H



RECEIVED

One Stop Shop

Date: 24/4/12

AO

24 April 2012

General Manager
City of Sydney
Town Hall House
456 Kent Street
SYDNEY

Nicola Reeve 17



NSW 2000

BY HAND

Dear Sir,

SITE: 1 ALFRED STREET, SYDNEY
DEVELOPER: VALAD COMMERCIAL MANAGEMENT LIMITED
PLANNING AGREEMENT
REFERENCE NUMBER: D/2010/2029

We refer to Council's notification dated 27 March 2012 that it proposes to enter into a Planning Agreement in connection with the above Development Application.

As a consequence of our previous discussions with its representatives Council should be well aware that The Rugby Club fully supports the principle that a north south pedestrian link be established between Herald Square/Alfred Street and Rugby Place.

However, the Club has consistently alerted the Council to what the Club and its advisers believe are the insurmountable problems of congestion and unsustainability that will inevitably be created at the southern discharge point of the proposed pedestrian link.

We submit that should Council ignore the potentially massive problems attaching to the proposal it will be:

- (a) rewarding Valad with yet a further financial bonus amounting to several million dollars;
- (b) severely hampering, impeding and most likely destroying the very essence of what was originally a meritorious concept envisaged by Council; and
- (c) allowing a situation to develop which is contrary to Council's vision for Sydney and contrary to the public interest.

RUGBY CLUB LTD (ABN 80 000 050 279)
Rugby Place Off 31 Pitt Street Sydney 2000

Tel: 61 2 9247 3344
Fax: 61 2 9241 3590

www.rugbyclub.com.au

admin@rugbyclub.com.au

ATTACHMENT H

-2-

We submit that Council's Planning Department is well aware that both Michael Harrison and Andrew Thomas concurrently inspected the site and expressed their amazement at the problems which would be created by allowing the Valad plan to proceed.

The Club is also concerned that if the proposed Planning Agreement is allowed to proceed it will have a significantly negative impact upon:

- (a) the continued location of the Club's refuse facility at the western end of the Club site;
- (b) the ability to remove refuse from the Club's site;
- (c) deliveries to and from the Club at all times of the day; and
- (d) most importantly, the potential obstruction of the Club's fire escape and fire exit that are situated at the western end of the Club's premises.

The Club is also concerned by the following wording which appears at the conclusion of the Proposal detailed in Council's notification, namely:

"public domain improvements works and arrangements for future shared basement vehicular access from the Goldfields House redevelopment site to any future redevelopment of the adjacent Fairfax House site at 19-31 Pitt Street".

We submit that the ambiguity of this wording is such that it could be interpreted as meaning that any shared vehicular access that might be established between Goldfields House and Fairfax House will impact negatively upon Rugby Place and the land on which The Rugby Club is situated.

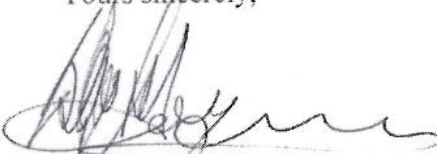
Whilst the Club continues to recognise the merits of a pedestrian link it anticipates that the link proposed by the Planning Agreement may have a significantly deleterious impact upon the amenity and daily operations of the Club.


We trust that those Councillors who possess the appropriate level of common sense and foresight to recognise the validity of the issues we have raised will give due consideration to our submission prior to making any decision regarding the proposed Planning Agreement.

We submit that it would be beneficial for all Councillors to visit and view the site so as to gain an appreciation of the relevance of the factors addressed by this submission.

Please acknowledge the receipt of this submission.

Yours sincerely,


BRUCE HAYMAN
President


ANGUS J. BRUXNER
Vice President