

# **Attachment A**

**Existing Pemulwuy Project Deed**

(Extract only)



# DEED

# PEMULWUY PROJECT

**The Council of the City of Sydney**

and

**Aboriginal Housing Company Limited**

**The Council of the City of Sydney**

Town Hall House  
456 Kent Street  
SYDNEY NSW 2000

Reference: KW S091270

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*city of villages*

THIS DEED IS MADE ON 31 May 2013 BETWEEN:

- (A) **The Council of the City of Sydney (City)** of 456 Kent Street Sydney NSW 2000; and
- (B) **Aboriginal Housing Company Limited ACN 001 154 481 (AHC)** of 104 Lawson Street Redfern NSW 2016.

## BACKGROUND

- (A) The AHC has obtained the Project Approval for the Pemulwuy Project.
- (B) The AHC and the City intend to work cooperatively and in good faith, as stakeholders, in the delivery of the Pemulwuy Project.
- (C) In particular, the City wishes to support the Pemulwuy Project and to use all reasonable endeavors to allow the Laneway Land and the Open Space Land to be used for purposes that meet the aims and objectives of the AHC.
- (D) The AHC wishes to incorporate the Laneway Land and the Open Space Land into the Pemulwuy Project.
- (E) The City will transfer the Land to the AHC in accordance with this Deed.

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In this Deed, except where the context otherwise requires:

**Affordable Housing** means the 62 (sixty two) dwellings, including 36 townhouses and 26 apartments, to be constructed by or on behalf of the AHC on the block bounded by Louis St, Caroline St, Eveleigh St, and Vine St Redfern.

**Agreed Date** means 21 December 2017, being the date five (5) years from the date of the Project Approval.

**Arts and Craft Work** has the same meaning as provided in Annexure D.

**Authority** means any federal, state or local government body.

**Business Day** means a day on which the trading banks are generally open for business in New South Wales and excludes Saturdays, Sundays and any public holidays.

**Certificate of Title** means a document entitled "Certificate of Title" issued by the Office of Land and Property Information NSW for a folio of the Torrens Title Register.

**Child Care** means for the purposes of a long stay child care centre, before and after school care centre, occasional care, school vacation program, or for any other community purpose approved by the City (in its capacity as the grantee of the



restriction referred to in clause 4 of Annexure D and in no other capacity) from time to time.

**Gallery** means for the purposes of creation, fabrication, or exhibition of Art and Craft Works, education, recreation, health, arts and crafts and culture (including parades, dramatic productions, dance and movement) and for any other community purpose approved by the City (in its capacity as a grantee of the restriction referred to in clause 3 of Annexure D and in no other capacity) from time to time.

**Closure** means the closure of the Laneway Land as a public road in accordance with Division 1 of Part 4 of the *Roads Act 1993*.

**Community Land** means land classified as community land under Division 1 of Part 2 of Chapter 6 of the *Local Government Act 1993*.

**Completion Date** means the date on which the City delivers the executed Transfers, and the Certificates of Title, for the whole of the Land to the AHC in accordance with clause 6.1.

**GST** means the Goods and Services Tax as defined in the GST Law.

**GST Law** means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and any other Act or regulation relating to the imposition or administration of the GST.

**Interests in Land** means the interests set out in the Section 88B and 88E Instrument.

**Key Elements** means the parts of the Pemulwuy Project Site subject to the easements or restrictions referred to in Annexure D, the Affordable Housing, the Child Care, the Gallery, and public open space (including roads and plaza).

**Land** means the Open Space Land and the Laneway Land.

**Laneway Land** means the land comprised in Lot 1 DP 1163669, generally known as Eveleigh Lane and Caroline Lane.

**Minister** means the Minister responsible from time to time for the administration of the *Environmental Planning & Assessment Act 1979*.

**Modification Application** means the application for modification of the Concept Plan Approval (number MP06-0101 MOD1) lodged with the Minister.

**Open Space Land** means the land comprised in the following:

- (a) Lot 1 DP 779120 (known as 91 Eveleigh Street),
- (b) Lot A DP 439127 (known as 93 Eveleigh Street),
- (c) Lot B DP 439127 (known as 95 Eveleigh Street),
- (d) Lot 1 DP 797845 (known as 97 Eveleigh Street),
- (e) Lot 1 DP 194785 (known as 99 Eveleigh Street),
- (f) Lot 5 DP 230305 (known as 119 Eveleigh Street), and

(g) Lot 1 DP 995857 (known as 121 Eveleigh Street).

**Operational Land** means land classified as operational land under Division 1 of Part 2 of Chapter 6 of the *Local Government Act 1993*.

**Pemulwuy Project** means the proposed development of the Pemulwuy Project Site in accordance with the Project Approval.

**Pemulwuy Project Site** means the area generally shown in the Project Approval (bounded by Lawson Street, Vine Street, Louis Street, and the rail corridor at Redfern) and includes the Open Space Land, the Laneway Land, and a section of land owned by Railcorp.

**Planning Certificates** means the planning certificates issued under s.149 of the *Environmental Planning and Assessment Act 1979* in the form attached to this Deed and marked Annexure C.

**Project Application** means the major project application for the redevelopment of the Pemulwuy Project Site submitted to the Department of Planning and dated 16 December 2011.

**Project Approval** means the Minister's approval of the Modification Application granted on 21 December 2012, a copy of which is attached in Annexure A.

**Public Domain Plan** means the plan attached to this Deed and marked Annexure E.

**Reclassification** means the change in classification of the Open Space Land from Community Land to Operational Land

**Section 88B and 88E Instrument** means s Section 88B and 88E Instrument incorporating all of the provisions set out in Annexure D prepared in accordance with Clause 8.1.

**Subdivision Plan** means a plan of consolidation or subdivision of any land forming part of the Pemulwuy Project Site.

**Substantially Progressed** means:

- (a) all approvals and authorisations reasonably necessary for the construction of the first stage of the Pemulwuy Project have been granted;
- (b) the AHC has entered into a construction contract for the construction of at least the first stage of the Pemulwuy Project; and
- (c) construction work has commenced on the Pemulwuy Project Site.

**Sydney LEP** means the local environmental plan for the local government area of the City of Sydney, made by the Minister for Planning and Infrastructure following the exhibition of the draft of that local environmental plan in 2011.

**Torrens Title Register** means the Register of Torrens Title land maintained by the Registrar General at Land and Property Information NSW.





**Transfer** means a document entitled "Transfer" in the form approved by the Office of Land and Property Information NSW, duly and properly executed by the City of Sydney as the owner of the Land.

## 1.2 Interpretation

In this Deed:

- (a) headings are for convenience only and do not affect interpretation;
- (b) a reference to legislation includes legislation as amended, re-enacted, or replaced, and includes any subordinate legislation made under it;
- (c) if a word is defined, then another part of speech is given the same meaning;
- (d) singular includes the plural and vice versa; and
- (e) any example, illustration, or inclusion of a right, obligation or concept does not limit the scope of that thing,
- (f) a reference to a body or authority includes any body or authority that replaces it.

## 2. DEED OVERVIEW

The parties acknowledge and agree that this Deed is to operate in the following way:

- (a) the parties will work cooperatively, and in good faith, as stakeholders to achieve the key elements relating to the Pemulwuy Project;
- (b) the AHC will regularly inform the City of the progress of its application for registration as a certified provider of affordable housing;
- (c) the City will transfer the Land to the AHC, in accordance with clause 6;
- (d) the AHC must duly create the Interests in Land in accordance with clause 8; and
- (e) on and from the delivery of the Transfers and the Certificates of Title for the Land, to the AHC in accordance clause 6, the AHC confers the following rights on the City:
  - (i) an option to allow the City to obtain a transfer back of the title to the Land if the Pemulwuy Project has not Substantially Progressed by the Agreed Date; and
  - (ii) the Interests in Land; and
  - (iii) if the AHC sells any part of the Land), a right for the City to receive full market value for the relevant part of the Land, as set out in clause 10.

### **3. CLOSURE OF LANEWAY LAND**

#### **3.1 Closure of Laneway Land**

The parties acknowledge that:

- (a) the Closure of the Laneway Land was completed by gazettal dated 8 June 2012 (**Gazettal**);
- (b) the City classified the Laneway Land as Operational Land by resolution made on 20 August 2012; and
- (c) the Gazettal has since been recorded on the Torrens Title Register for the Laneway Land and the City has notified the AHC in writing that a Certificate of Title for the Laneway Land has issued in the name of the City as the registered proprietor, without any qualification that the land comprises public road.

#### **3.2 Licence**

The City gives the AHC a rent free licence to occupy the Laneway Land from the date of this Deed) until the delivery of a Transfer and that Certificate of Title to the AHC in accordance with clause 6, to carry out construction work to construct the Pemulwuy Project on the Laneway Land.

#### **3.3 Title to Laneway Land**

The AHC agrees that:

- (a) it is aware of the conditions imposed by the relevant Authority (Ausgrid) in consenting to the Closure, being the relocation of electricity poles, brackets, and wiring from the Laneway Land; and
- (b) subject to transfer of the title for the Laneway Land in accordance with clause 6, it will comply with any requirements to re-route services made by Ausgrid as a condition of consenting to the Closure.

### **4. RECLASSIFICATION OF OPEN SPACE LAND**

#### **4.1 Process**

- (a) The parties acknowledge that the amendment giving effect to the Reclassification was placed in the government gazette on 24 August 2012.
- (b) The City warrants that it has not, as at the date of this Deed, been joined as a party to any proceedings challenging the validity of that amendment.

#### **4.2 Title to Open Space Land**

The AHC agrees that (subject to transfer of the title for the Open Space Land in accordance with clause 6), it will comply with any requirements to re-route services located on the Open Space Land made by any Authority, whether that requirement was made before or after the Reclassification.





## 5. DEVELOPMENT OF THE PEMULWUY PROJECT

### 5.1 Changes to Project Approval

If:

- (a) changes are made to the Project Approval, so that the proposed development becomes essentially different in the Key Elements in the manner as described in the following clause 5.2 ; and
- (b) those changes are made before the earlier of the Agreed Date and the commencement of construction

then the Land must be transferred back to the Council for a consideration of \$10.00, in accordance with the process set out in clause 9 of this Deed.

### 5.2 Essentially Different

The parties acknowledge and agree that a Key Element will become essentially different if that Key Element is no longer reasonably capable of being used for the relevant purpose of Affordable Housing, Child Care, Gallery, public open space, road or plaza. Nothing in this clause 5 will be read or construed as limiting the capacity of the AHC to make minor changes, or refinements, of the nature identified in clause 7.

## 6. TRANSFER OF LAND TO THE AHC FROM THE CITY

- 6.1 Unless the City has then been joined as a party to any proceedings challenging the validity of the amendment referred to in clause 4.1(a), the City will, within 14 days of the date of this Deed, deliver to the AHC the Transfers for the whole of the Land, executed by the City, together with the Certificates of Title for the whole of the Land, in the form set out in Annexure E. The date on which delivery is effected will be deemed to be the Completion Date for the purposes of this Deed.

### 6.2 Completion

On the Completion Date, the parties agree that:

- (a) the licence granted under clause 3.2 will terminate and the City will give the AHC vacant possession of the Land;
- (b) the City will provide the AHC with the Certificates of Title for the Land, together with the Transfers for the Land;
- (c) the Land must be free of any mortgage or other encumbrance (except as provided for in this Deed);
- (d) there is to be no adjustment of rates and taxes on transfer of title to the Land from the City to the AHC; and
- (e) the AHC must pay the sum of \$20.00 (twenty dollars) exclusive of GST to the City as the price for the Land.

The AHC must pay any stamp duty, registration fees, or other similar taxes for or in relation to the Transfers.





### 6.3 No Separation

The City will not separately transfer either the Open Space Land or the Laneway Land to the AHC.

### 6.4 Condition of Land

The AHC accepts the Land, relying wholly on its own enquiries, in its current state and condition as at the Completion Date. The AHC may not make or bring any claim of any nature whatsoever against the City in respect of:

- (a) any defect (whether latent or patent) in any part of the Land;
- (b) any materials located in or adjoining the Land, including the presence of, or migration of, any contaminants within, from, or onto the Land as at the date of this Deed;
- (c) any irregularity in any of the boundaries to the Land; or
- (d) the condition or any improvements on any part of the Land.

### 6.5 Vendor Disclosure

The parties acknowledge that:

- (a) they have entered into this Deed with an awareness of the provisions of the *Conveyancing (Sale of Land) Regulation 2010*;
- (b) the Planning Certificates attached to this Deed are accurate as at the date of preparation of this Deed only.
- (c) without limiting clause 6.5(b) the AHC may not make or bring any claim whatsoever in respect of the following:
  - (i) the amendment of the South Sydney Local Environmental Plan 1998 with the effect of classifying the Open Space Land as Operational Land;
  - (ii) the making of the Sydney LEP by the Minister for Planning and Infrastructure as an environmental planning instrument in respect of the Land; or
  - (iii) any State Environmental Planning Policy (SEPP) made after the date of this Deed and before the Completion Date.

## 7. CHANGES TO PEMULWUY PROJECT

### 7.1 Variations to Project Approval and Deed

- (a) The parties acknowledge:
  - (i) that the design and form of the Pemulwuy Project (as provided in the Project Approval) may continue to evolve and alter before construction is completed; and
  - (ii) that the City has already responded to the Department of Planning in relation to AHC's application for approval of a modification of

concept plan approval MP06-0101 dated 30 June 2009, MP11-0039 and the Preferred Project Report dated 27 August 2012.

- (b) If changes to the Project Approval are contemplated after the date of the Project Approval then the changes are to be notified by AHC to the City.
- (c) If a minor change is made to the outcomes anticipated by this Deed (including without limitation, a facility is relocated or the development staging is changed) then the parties will cooperate in good faith to complete any necessary report to the City or any necessary amendment to this Deed.

## 7.2 AHC Obligations

On and from the Completion Date until registration of the Interests in Land, the AHC must:

- (a) use reasonable endeavours to complete the construction of the Pemulwuy Project;
- (b) not seek to change or modify any development consent or other approval in respect of the Pemulwuy Project in a manner which alters any of the Key Elements without affording the City (acting reasonably) an opportunity to consider and comment on that change or modification;
- (c) progress the Key Elements of the Pemulwuy Project; and
- (d) not mortgage, transfer or otherwise dispose of an interest in the Pemulwuy Project Site without disclosing to the transferee this Deed and requiring the transferee (as a condition of completion) to enter into a deed with the City agreeing to be bound by this Deed.

## 7.3 City Must Inform AHC

If the City (acting reasonably) is afforded the opportunity to comment under clause 7.2(b), and considers that a proposed modification may cause the development to become essentially different in the Key Elements in accordance with clause 5.2, then the City must promptly (and in any event within 28 days), inform the AHC in writing of that concern, giving reasons for it.

## 8. SUBDIVISION PLAN

### 8.1 AHC to Prepare

The AHC must prepare and provide the Subdivision Plan and the Section 88B and Section 88E Instrument to the City (acting as a party to this Deed and not as an Authority):

- (a) as soon as is reasonably practicable to do so (and in any event before occupation of any part of the Pemulwuy Project except occupation of the Laneway Land under clause 3.2);
- (b) at no cost to the City;
- (c) identifying the land burdened and the terms of the Interests in Land in favour of the City upon the terms specified in Annexure D of this Deed; and
- (d) identifying the land to be dedicated to the City as a public road; and



- (e) ensuring those areas which are open to, and used by, the public (as identified on the Public Domain Plan) are affected by a right of way in the form numbered 5 in the Section 88B and 88E Instrument.

## 8.2 Registration of Subdivision Plan

Promptly after the AHC has complied with clause 8.1 the AHC must:

- (a) lodge the Subdivision Plan and the Section 88B and 88E Instrument with the Office of Land and Property Information NSW; and
- (b) do all things reasonably necessary to ensure the registration of the Subdivision Plan and the Section 88B and 88E Instrument, including producing any necessary Certificates of Title and procuring any necessary consent to lodgement.

Both parties (acting reasonably) will co-operate to procure the registration of the Subdivision Plan and the Section 88B and 88E Instrument, including providing any written consent to any minor amendments of the Subdivision Plan or the Section 88B and 88E Instrument required by the Registrar General.

## 8.3 Registration of Other Plans and Dealings

The AHC must not:

- (a) (prior to lodgment of the Subdivision Plan and the Section 88B and 88E Instrument) lodge any plan for registration with the Office of Land and Property Information NSW in respect of the Pemulwuy Project Site without the City's written consent (such consent not to be unreasonably withheld); and
- (b) (on and from the date of registration of the Interests in Land) make or bring any claim, requisition, action or dealing with the intention or effect of derogating from the Interests in Land.

## 8.4 Surveying Disputes

- (a) If a dispute arises as to:
  - (i) the location of the Interests in Land, or
  - (ii) the relevant area of the Land under clause 10,and the parties are unable to resolve that dispute under clause 12, then that dispute will be determined under this clause 8.4.
- (b) The relevant matter will be determined by an independent surveyor agreed by the parties or (if an agreement cannot be reached within 14 days of the parties first meeting to make such a determination) by a surveyor appointed by the President of the Association of Consulting Surveyors NSW Inc.
- (c) The costs of the determination will be shared equally by the parties.
- (d) The surveyor will act as an expert, and the determination of the surveyor will be final and binding on the parties.

## **9. TRANSFER BACK TO THE CITY**

### **9.1 AHC to Return**

- (a) The AHC acknowledges that the City intends that the Land will be utilised for the realisation of the Pemulwuy Project, including ongoing use in accordance with the Project Approval (as varied in accordance with this Deed).
- (b) If the Pemulwuy Project (in a form which includes the Key Elements) has not Substantially Progressed by the Agreed Date, the City may by notice in writing to the AHC generally in the form attached as Annexure B require the AHC to transfer the Land back to the City for the same consideration paid by the AHC, being \$20.00

### **9.2. AHC to Effect**

The AHC must promptly do all things reasonably required to give effect to the transfer back to the City of the Land in accordance with clause 9.1, including (without limitation):

- (a) execute any transfer or other instrument reasonably required by the City; and
- (b) (if any part of the Land has been consolidated with any other land comprising part of the Pemulwuy Project Site), then complete any plan of subdivision reasonably required to identify the whole or the relevant part of the Land and to allow the transfer back to the City in registrable form of that part of the Land.

### **9.3 Caveat**

The City may lodge any caveat reasonably necessary to prevent a dealing with the Land or any part of it in a manner which is inconsistent with this Deed, including:

- (a) the registration of the Interests in Land;
- (b) the right to require a transfer back of the Land in accordance with clause 9; and
- (c) the right to receive payment for the relevant portion of the Land in accordance with clause 10.

### **9.4 Withdrawal of Caveat**

The City must promptly withdraw any caveat or uplift it in part in the following circumstances:

- (a) to the extent that any caveat protects the registration of a dealing which is not consistent with the Interests in Land, then upon lodgement with the Land and Property Management Authority of the relevant Plan and associated Section 88B and Section 88E Instrument for the purposes of registration of those instruments;
- (b) to the extent the caveat protects the right to transfer back the Land, then (if the City, acting reasonably, is satisfied the development has Substantially Progressed) as soon as is reasonably practicable after the Agreed Date; or





- (c) to the extent any caveat relates to a right of compensation in relation to a release of the restriction, then upon payment for the relevant portion of the Land in accordance with clause 10.5.

## **10. TRANSFER OF LAND FROM THE AHC TO A THIRD PARTY**

### **10.1 AHC to Notify**

If, following transfer of the Land to the AHC and the issue of Certificates of Title noting the AHC as registered proprietor of the Land, the AHC decides to sell or transfer any land which includes any part of the Land to any party (except to the City in accordance with clauses 9 and 10 or to any party which is related to the AHC), the AHC must give written notice to the City.

### **10.2 Appointment of Valuer**

- (a) The land which is proposed to be transferred must be valued by a duly qualified valuer with not less than 5 years experience in the valuation of land in the City of Sydney local government area.
- (b) The City will promptly (and in any event within 14 days of the issue of a notice under clause 10.1) provide to the AHC, in writing, the names and contact information of at least three (3) valuers.
- (c) The AHC will inform the City within 14 days from the date of issue of the notice under 10.2(b) whether the AHC:
- (i) is willing to appoint any of the three valuers identified by the City; or
  - (ii) if the AHC is not willing, the name of an alternative valuer meeting the criteria set out in clause 10.2 (a).
- (d) If the City does not issue a notice under 10.2(b), or the AHC does not respond under clause 10.2(c), then parties will be deemed to have not agreed a valuer.
- (e) If the parties are unable to agree upon a valuer within 1 month of the issue of written notice under clause 10.1, then either party may approach the president of the Institute of Valuers (NSW division) to appoint a valuer.

### **10.3 Basis of Valuation**

The parties agree to instruct the valuer who has been agreed or appointed (as the case may be) to value the land proposed to be transferred, and provide a written valuation to the parties, on the following basis:

- (a) that land is to be considered as if that land was offered to the open market by an experienced real estate agent conducting a professional marketing campaign,
- (b) using at least two valuation approaches which include a hypothetical feasibility and a direct comparison, with full regard to the current value of comparable properties in the area;
- (c) having regard to the existing approvals, and nature and condition of any improvements on the site as at the date of valuation;
- (d) having regard to any planning instruments and land zoning in place as at the date of valuation ;
- (e) the valuation amount is to be expressed as a lump sum; and

- (f) the report must identify whether that amount includes or excludes any GST or other similar tax.

The costs of the valuer will be met by the parties equally.

#### 10.4 Amount Payable by the AHC to the City

The amount payable to the City will be calculated as follows:

$$P = (V \div AL) \times C$$

Where:

P = amount payable to the City;

V = the value of the land the subject of the proposed transfer, as expressed in the valuation report prepared under the preceding sub-clause;

AL = the area of land the subject of the valuation and the proposed transfer, calculated having regard to the relevant deposited plan;

C = the area of the Land contained within the land the subject of the proposed comprising part of the relevant area of land the subject of the valuation (AL)

For example:

$$P = (\$5 \text{ million} / 5,000 \text{ sqm}) \times 300 \text{ sqm} = \$ 300,000.$$

*(The value, area the subject of the transfer, and the area of Land are including for illustration purposes only and are not intended to be accurate.)*

#### 10.5 Timing of Payment

The AHC must ensure that the amount payable to the City, in accordance with the preceding clause, is paid to the City on completion of any transfer, sale of land, or other conveyance of the relevant part of the Land from the AHC. The AHC permits the City to attend at the place of completion in order to ensure that the monies are duly and promptly delivered to the City.

### 11 GST

#### 11.1 GST Supply

If a party to this Deed (**Supplier**) makes a supply under or in connection with this Deed and is liable by law to pay GST on that supply, the consideration otherwise payable by the recipient of the supply will be increased by an amount equal to the GST paid or payable by the Supplier.

#### 11.2 Contribution

If this Deed requires a party to pay for, reimburse or contribute to any expense, loss or outgoing (**Reimburseable Expense**) suffered or incurred by another party, the amount required to be paid, reimbursed or contributed by the first party is the amount of the Reimburseable Expense net of any input tax credit or reduced input tax credit to which the other party is entitled in respect of the Reimburseable Expense.



### 11.3 **Benefit of Indemnity**

If a party to this Deed has the benefit of an indemnity for a cost, expense, loss or outgoing (**Indemnified Cost**) under this Deed, the indemnity is for the Indemnified Cost net of any input tax credit or reduced input tax credit to which that party is entitled in respect of the Indemnified Cost.

### 11.4 **Each to Assist**

Each party agrees to do all things, including providing tax invoices and other documentation that may be necessary or desirable to enable or assist the other party to claim any input tax credit, set-off, rebate or refund in relation to any amount of GST paid or payable in respect of any supply under this Deed.

### 11.5 **Calculation of amounts**

Subject to the operation of this clause, all amounts in this Deed are GST exclusive.

## 12 **DISPUTE RESOLUTION**

### 12.1 **Reference to Dispute**

If a dispute arises between the parties in relation to this Deed, then either party may seek to resolve in accordance with this clause 12.

### 12.2 **Notice of Dispute**

The party wishing to commence dispute resolution processes must notify the other in writing of:

- (a) the nature, or subject matter, of the dispute, including a summary of any efforts made to resolve it;
- (b) the intent to invoke this clause 12; and
- (c) (if practicable) the outcomes which the notifying party wishes to achieve.

### 12.3 **Senior Representatives to Meet**

The senior representatives of the parties will meet promptly in good faith to attempt to resolve the notified dispute. The parties may, without limitation:

- (a) resolve that dispute during the course of that meeting;
- (b) agree that further material, expert opinion, or consideration is needed to effectively resolve the dispute, (in which event the parties will in good faith agree a timetable for resolution);
- (c) agree in writing that the parties are unlikely to resolve the dispute and in good faith agree a form of alternative dispute resolution (including expert determination) which is appropriate for resolution of the relevant dispute.



#### 12.4 Exchange of Information

The parties acknowledge that the intent in the exchange of information under this clause 12 is to promote settlement of any dispute between the parties. No party may use information or documents obtained through the dispute resolution process established by this clause 12 for any purpose other than an attempt to settle the dispute between the parties.

### 13 NOTICES

#### 13.1 Service of Notice

Any notice, consent, information, application or request that must or may be given or made to a party under this Deed is only given or made if it is in writing and sent in one of the following ways:

- (a) delivered or posted to that party at its address set out in Schedule 1; or
- (b) sent electronically to that party at the email address set out in Schedule 1.

#### 13.2 Change of Address

Either party may give at least 5 Business Days' notice to the other party of a change of its address or email address. Any notice, order, approval or request under this Deed will be given or made if it is delivered, or posted to the latest address duly notified.

#### 13.3 Service of Notice

Any notice, order, approval or request is to be treated as given or made at the following time:

- (a) if delivered, when it is left at the relevant address;
- (b) if it is sent by post, 2 Business Days after it is posted; and
- (c) if sent electronically, then when transmitted to that party's postmaster.

#### 13.4 Receipt of Notice

If any notice is sent after 5pm, it is to be treated as having been given or made at the beginning of the next Business Day.



## **14 GENERAL**

### **14.1 Governing Law**

This Deed is governed by the laws of the state of New South Wales.

### **14.2 Costs and Expenses**

Each party will pay its own legal costs associated with this Deed and any transfer or other document prepared under it.

### **14.3 Further Assurances**

Each party must do, sign, execute and deliver all deeds, documents, instruments and acts to give effect to this Deed and the rights and obligations of the parties under it.

### **14.4 Amendment**

This Deed can only be amended, supplemented, replaced, varied or novated by another Deed in writing signed or executed by both parties.

### **14.5 No Partnership**

This Deed does not create a partnership or joint venture between the parties.

### **14.6 City as Authority**

Nothing in this Deed will be read or construed as in any way fettering the City's discretion as an Authority.

### **14.7 Notices**

Any notice or approval under this Deed must be communicated in writing.

### **14.8 Stamp Duty**

If any stamp duty may be payable in respect of this Deed, then the AHC will pay that duty.

Handwritten signatures in black ink, appearing to be two distinct signatures, one above the other.

EXECUTED as a Deed

PATRICIA  
MONICA  
BARONE

THE COUNCIL OF THE CITY OF )  
SYDNEY by its duly appointed )  
attorney ~~MARCIA CLAIRE DOHENY~~ )  
Power of Attorney registered book )  
4572 No. 994 in the presence of: )  
4571 672 )

Pat. Barone

Witness:

Name (printed): LISA MCCORMANT

P. M. Barone 30-5-13

~~Marcia Claire Doheny~~  
Patricia Monica Barone

EXECUTED BY THE ABORIGINAL )  
HOUSING COMPANY LIMITED in )  
accordance with the provisions of )  
section 127 of the Corporations Act )  
2001 in the presence of: )  
)

Mark Spinks

Secretary:

Name (printed):

Mark Spinks

Michael Munnings

Director:

Name: (printed)

MICHAEL MUNNINGS



## SCHEDULE 1

**Council Address for Service of Notice:** Sydney City Council,  
Town Hall House,  
456 Kent Street,  
Sydney NSW 2000.

**Attention:** S Urquhart

**Email:** *council@cityofsydney.nsw.gov.au*

**AHC Address for Service of Notice:** Aboriginal Housing Company Limited  
104 Lawson Street  
Redfern NSW 2016.

**Email:** *lani@ahc.org.au*



ANNEXURE A - CONDITIONS OF APPROVAL CONCEPT PLAN

PMB  
*[Handwritten signature]*



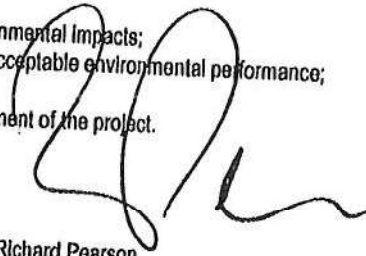
# APPENDIX G. PROJECT APPROVAL

## Section 75J of the *Environmental Planning & Assessment Act 1979*

As delegate of the Minister for Planning under delegation executed on 14 September 2012, I approve the Project Application referred to in Schedule 1, subject to the Conditions as noted in Schedule 2 and the Proponent's Statements of Commitment at Schedule 3.

These conditions are required to:

- prevent, minimise, and/or offset adverse environmental impacts;
- set standards and performance measures for acceptable environmental performance;
- require regular monitoring and reporting; and
- provide for the ongoing environmental management of the project.



Richard Pearson  
Deputy Director-General  
Development Assessment & Systems Performance  
Department of Planning & Infrastructure

Sydney

21 December

2012

### SCHEDULE 1

Application No.:

MP11\_0093

Proponent:

Aboriginal Housing Company

Approval Authority:

Minister for Planning

Land:

Land bound generally by Louis Street, Vine Street, Eveleigh Street, railway line and Lawson Street, Redfern.

Land to which this approval applies also includes:

- airspace to the north of the existing railway overbridge and north of Lawson Street;
- Eveleigh Lane;
- that part of Caroline Lane to the east of Lot A DP 439351 (108 Lawson Street Redfern);
- Eveleigh Street (between Caroline Street and Lawson Street); and
- Caroline Street (between Louis Street and Eveleigh Street).

The site comprises the following properties:

Street	House No.	Lot No(s)	DP
Louis	1-5	21	434387
	7-33	1-14	33289
	35-37	1-2	206799
	39-59	1-11	33106
Caroline	2-10	1-5	33107
Eveleigh		29	374
		1	975453
	44-48	3130	975455
	50	321	131478
	52	1	525094

## DEFINITIONS

Act	<i>Environmental Planning and Assessment Act 1979</i>
Advisory Notes	Advisory information relating to the approved development but do not form a part of this approval
BCA	Building Code of Australia
Certifying Authority	Has the same meaning as Part 4A of the Act
Council	Council of the City of Sydney
Department	Department of Planning and Infrastructure
Director-General	Director-General of the Department of Planning and Infrastructure
EA	Environmental Assessment Report prepared by Ludvik & Associates Pty Ltd
EP&A Regulation	<i>Environmental Planning and Assessment Regulation 2000</i>
Floor Space Ratio (FSR)	has the same meaning as in the Standard Instrument (Local Environmental Plans) Order 2006.
Gross Floor Area (GFA)	has the same meaning as in the Standard Instrument (Local Environmental Plans) Order 2006.
Redfern LAC	Redfern Local Area Command
SEPP MD	<i>State Environmental Planning Policy (Major Development) 2005</i>
Minister	Minister for Planning and Infrastructure
MP06_0101	Concept Plan (as modified) for this proposal
Part 3A	Part 3A of the <i>Environmental Planning and Assessment Act 1979</i>
PCA	Principle Certifying Authority (Part 4A of the Act)
PPR	Preferred Project Report
Proponent	Aboriginal Housing Company Ltd (AHC) or any party acting on the approval
Regulation	<i>Environmental Planning and Assessment Regulation, 2000 (as amended)</i>
RMS	NSW Roads and Maritime Services or its successors
Storey	has the same meaning as in Schedule 3, Part 5, Redfern-Waterloo Authority sites of <i>State Environmental Planning Policy (Major Development) 2005</i> .
Subject site	Land described in Schedule 1 of this approval

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1DA301	D	South & East Elevations
<b>Precinct 2</b>		
2DA005	F	Precinct 2 Perspectives and Site Analysis
2DA100	E	Level 1 Plan
2DA101	E	Level 2 Plan
2DA102	D	Level 3 Plan
2DA103	D	Level 4 Plan
2DA120	E	Roof Plan
2DA200	E	Sections
2DA300	D	Elevations
<b>Precinct 3</b>		
3DA005	F	Precinct 3 Perspectives and Site Analysis
3DA100	E	Lower Ground & Ground Floor Plan
3DA101	E	Level 1 Plan
3DA102	E	Level 2 Plan
3DA103	E	Level 3 Plan
3DA104	E	Level 4 Plan
3DA105	B	Level 5 Plan
3DA106	B	Level 6 Plan
3DA120	C	Roof Plan
3DA200	E	Sections
3DA300	D	Elevations
DN160	D	Lawson Street Bridge Works
<b>Report/Plan</b>	<b>Author</b>	<b>Date</b>
<b>Landscape Treatments</b>		
Public Domain & Landscape Report	Scape	9 December 2011
Email to Greg Colbran (Del Corp) regarding landscape treatments for townhouses	Andrew Turnbull, Scott Carver	23 August 2012
<b>Acoustic Assessment</b>		
Pemulwuy Acoustic Assessment	Kolkas Consultants Pty Ltd	13 December 2011
<b>Traffic Assessment</b>		
Transport and Accessibility Impact Assessment	John Coady Consulting Pty Ltd	13 December 2011
<b>Structural Assessment</b>		
Structural report for Pemulwuy	Bonacci	12 December 2011
<b>BASIX Assessment</b>		
Precinct 1 BASIX Assessment	Windtech	13 December 2011
Precinct 3 BASIX Assessment	Windtech	13 December 2011
<b>Site Investigation</b>		
Geotechnical Assessment	SMEC Testing Services Pty Ltd	August 2010
Supplementary advice regarding groundwater conditions	SMEC Testing Services Pty Ltd	25 August 2010
<b>Stormwater Drainage</b>		
Stormwater Concept Plan SC 01	Neil Lowry & Associates	December 2011
Site Plan SC 02	Neil Lowry & Associates	December 2011

- 2) the development has physically commenced.

**A7 No Approval for Road Works External to the site**

This approval does not include any of the road works proposed which are external to the site. Such works include:

- a) the relocation of the intersection of Vine Street and Abercrombie Street.

Separate application will be required to be made to Council in relation to these works.

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- d) Details of arrangements for parking of construction workers vehicles.
- e) Loading and unloading of vehicles:
  - i. If, during construction, it is not feasible for loading and unloading to take place on site, a Works Zone on the street may be considered by Council.
  - ii. A Works Zone may be required if loading and unloading is not possible on site. If a Works Zone is warranted an application must be made to Council at least 8 weeks prior to commencement of work on the site. An approval for a Works Zone may be given for a specific period and certain hours of the days to meet the particular need for the site for such facilities at various stages of construction. The approval will be reviewed periodically for any adjustment necessitated by the progress of the construction activities.
- f) An undertaking in relation to inspection and maintenance of erosion and sediment control barriers.
- g) Details of dust and debris control.
- h) Details of how tracking of soil and materials from the site will be managed.
- i) Details of the protection of public and private property.
- j) Details regarding tree protection.
- k) Site management details.

The CMP is to be prepared in consultation with Council and Redfern LAC to ensure the concerns of these authorities are appropriately addressed.

Details of written consultation with Council and Redfern LAC are to be provided to the PCA with the Construction Certificate application.

#### **B5 Geotechnical Certification**

Prior to the issuing of a Construction Certificate, a Geotechnical Inspection report/certificate confirming that the development site is suitable for the proposed development must be provided to the principal certifying authority. The certificate must be in accordance with the relevant requirements of the Building Code of Australia and be prepared by an appropriately qualified person.

#### **B6 Structural Certification**

Structural drawings prepared by suitably qualified practicing structural engineer are required to be submitted with the Construction Certificate application.

#### **B7 Footpath Damage Bank Guarantee Eveleigh Street, Caroline Street And Lawson Streets**

A Footpath Damage Bank Guarantee must be lodged with Council in accordance with the City of Sydney's adopted Schedule of Fees and Charges and is to be calculated for the footways affected by works away from the central Pemulwuy space. This has been determined as being 65 linear metres of concrete unit paving footway and 330 linear metres of asphalt footway. The Footpath Damage Bank Guarantee must be submitted as an unconditional bank guarantee in favour of Council as security for repairing any damage to the public domain in the vicinity of the site.

The guarantee must be lodged with Council prior to issue of a Construction Certificate.

#### **B8 Reflectivity**

The PCA must ensure that the visible light reflectivity from building materials used on the facade of the building does not exceed 20% prior to issue of the Construction Certificate.

#### **B9 Materials and Finishes**

The Principal Certifying Authority must be satisfied that the materials and finishes proposed buildings to be used in this development are in accordance with the approved plans, as amended by conditions of the approval. This condition does not relate to the materials and finishes of the public domain area which will require the separate approval of Council (refer condition B15).

#### **B10 Long Service Levy**

Receipt of payment of the Long Service Payments Corporation in accordance with Section 34 of Building Construction Industry Payments Act 1986 must be presented to the PCA prior to issue of a Construction Certificate.

#### **B11 Alignment Levels**



**B15 Public Domain Hold Points**

- a) Prior to a Construction Certificate being issued for a new building work, excluding approved preparatory, demolition and shoring work, a set of hold points for approved public domain and civil construction work is to be determined with and approved by the City's Public Domain section in accordance with the City's Public Domain Manual.
- b) Completion and handover of the constructed public domain works is to be undertaken in accordance with the City's Public Domain Manual, including requirements for as-built documentation, certification and defects liability period

**B16 Landscaping**

- a) A detailed landscape plan, drawn to scale, by a qualified landscape architect or landscape designer, must be submitted to and approved by Council prior to the issue of a Construction Certificate. The plan must include:
  - (i) Location of existing and proposed structures on the site including existing trees (if applicable);
  - (ii) Details of earthworks including mounding and retaining walls and planter boxes (if applicable);
  - (iii) Location, numbers and type of plant species;
  - (iv) Details of planting procedure and maintenance;
  - (v) Details of drainage and watering systems.
- b) Prior to the issue of a Construction Certificate, a maintenance plan is to be submitted and approved by the Principal Certifying Authority. The maintenance plan is to be complied with during occupation of the property.

**B17 Car Parking**

The off street car parking facilities shall comply with the minimum requirements of Australian Standard AS/NZS 2890.1 – 2004 Parking facilities Part 1: Off-street car parking (with the exception of the accessible spaces which must comply with AS 2890.6 – 2009).

The layout of the basement car park, including driveway, ramp grades, aisle widths and sight distances are to be designed in accordance with AS 2890.2 – 2002.

**B18 Dilapidation Report**

Dilapidation report/s of adjoining buildings are to be prepared by an appropriately qualified practicing structural engineer and submitted for the approval of the Principal Certifying Authority:

- a) prior to the issue of a Construction Certificate and commencement of demolition/excavation works; and
- b) on completion of construction demolition/excavation works.

A specific site dilapidation report shall be provided in relation to 108 Lawson Street in accordance with the undertaking from Del Corp to Marcello Araldi dated 19 September 2012.

**B19 Electricity Substation**

If an electricity substation is required for the development, the Proponent shall liaise with the applicable energy supplier in relation to the size and location of the substation. In this regard, any substation(s) shall be located in an area which is not visually prominent and does not detract from the amenity of the public domain. Details of the location of the substation(s) are to be submitted for approval of Council and Ausgrid, prior to a Construction Certificate being issued.

NOTE: The location of the substations is not approved as part of this plan. The Proponent is to negotiate an alternative location for the substations with Council and Ausgrid.

**B20 Survey of Utility Services**

To ensure that utility authorities are advised of the development prior to the issue of a Construction Certificate a survey is to be carried out of all utility services within and adjacent to the site including relevant information from utility authorities and excavation if necessary, to determine the position and level of services.

**B21 Adaptable Housing**

Prior to a Construction Certificate being issued, the following information is required to be submitted to the PCA:

- a) Confirmation that 57 of the residential units and 3 of the student housing units are able to be adapted for people with a disability in accordance with the Building Code of Australia and City of Sydney Access DCP 2004;
- b) Compliance with Australian Standard AS4299, is to be submitted to the Certifying Authority.

This advice is to be prepared by an appropriately qualified access consultant.



**B27 Use of Lights and Reflective Materials**

The design, installation and use of lights, signs and reflective materials in Precinct 3, whether permanent or temporary, which are (or from which reflected light might be) visible from the rail corridor must limit glare and reflectivity to the satisfaction of RailCorp.

The Principle Certifying Authority shall not issue the Construction Certificate until written confirmation has been received from RailCorp confirming that this condition has been satisfied.

**B28 Demolition, Excavation and Construction Impacts**

Prior to the issue of a Construction Certificate for any building on Precinct 3 or bridge widening works a Risk Assessment/Management Plan and detailed Safe Work Method Statements (SWMS) for the proposed works are to be submitted to RailCorp for review and comment on the impacts on the rail corridor. The Principle Certifying Authority shall not issue the Construction Certificate, or bridge widening works to commence, until written confirmation has been received from RailCorp confirming that this condition has been satisfied.

No metal ladders, tapes and plant/machinery, or conductive material are to be used within 6 horizontal metres of any live electrical equipment. This applies to the train pantographs and 1500V catenary, contact and pull-off wires of the adjacent tracks, and to any high voltage aerial supplies within or adjacent to the rail corridor.

**B29 Crane and Other Aerial Operations**

Prior to the issuing of a Construction Certificate the Proponent is to submit to RailCorp a plan showing all craneage and other aerial operations for the development and must comply with all RailCorp requirements. The Principle Certifying Authority shall not issue the Construction Certificate until written confirmation has been received from RailCorp confirming that this condition has been satisfied.

**B30 Requirement for the Proponent to enter into an Agreement with RailCorp**

Prior to the issuing of a Construction Certificate for Precinct 3 and the bridge widening works the Proponent is required to enter into an Agreement with RailCorp defining the controls to be implemented in managing the access required and/or the potential impacts of the development on RailCorp, and the involvement of RailCorp staff in ensuring the appropriate safety and technical standards are complied with throughout the development.

The Proponent is advised that a separate Interface Agreement may also be required for the proposed bridge widening works and if required such an Agreement must be entered into either prior to the Construction Certificate or on completion of works, as advised by RailCorp.

The Principle Certifying Authority shall not issue a Construction Certificate until written confirmation has been received from RailCorp advising that an Agreement has been entered into.

No bridge widening works are to commence until written confirmation has been received from RailCorp approving the bridge widening works and an Agreement has been entered into.

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## **C9 Public Domain**

Prior to the commencement of construction, the Proponent must obtain Council's written endorsement regarding the material, finishes and treatment of the public domain areas within the site.

Council will require three copies of a detailed Public Domain Plan. This Plan must be prepared by an architect, urban designer or landscape architect and be lodged with Council's Public Domain Section and endorsed by Council prior to the commencement of public domain works.

The Public Domain Plan must be prepared in accordance with the City of Sydney's Public Domain Manual.

The detailed documentation shall be provided at a level and standard suitable for construction purposes.

Documentation shall include but not be limited to:

- a) A1 sized public domain plans at scale 1:200;
- b) Cross sections and Elevations at scale 1:100;
- c) Include specifications for the proposed works;
- d) Ensure maximum footpath cross falls of 2.5% from building line to top of kerb;
- e) Long Sections at scale 1:200;
- f) Construction details at appropriate scale;
- g) Schedules and specification;
- h) Services;
- i) Entire scope of works on Council property and that proposed to be dedicated including intersection treatments with the proposed new road pavements, line marking, parking, kerb and gutters (as relevant);
- j) Civil and stormwater infrastructure;
- k) Footpaths and pavements, treatment to the right of carriageway, road restoration;
- l) Street tree planting;
- m) utility poles, and service pits;
- n) Species, quantity, spacing, sizes of planting, staking and/or tree guard;
- o) Materials and finishes;
- p) Furniture and fixtures;
- q) Street lighting, pedestrian lighting and feature lighting;
- r) Drainage lines, and pits; and
- s) Extent of temporary works and permanent features to be clearly shown, including furnishing and/or footings, finished surfaces, service and planting.

The documentation shall also provide detailed design for safety and security which encompasses the following:

1. The through site links (or shared zones and pedestrian streets as appropriate), shall be designed and developed in accordance with the following principles:
  - a) Safe, passive surveillance, activity and night time use and provision for active surveillance at clearly defined entry points;
  - b) Equitable and easy access by the provision of a continuous paths of travel (consistent with AS 2107);
2. Well lit to safety standards (AS1158 pedestrian lighting). Use of metal halide (white) lighting, giving regard to highlighting any unique architectural features;
3. Uninhibited public access 24 hours a day to all public and communal areas;
4. Direct route with direct views from adjacent streets or public domain and provide clear, unencumbered sight lines;

Note: A Public Domain Works Guarantee deposit will be required for the public domain works associated with the shared zones adjoining Lawson Street down Eveleigh Street and along Caroline Street, in accordance with the City of Sydney's adopted fees and charges and the Public Domain Manual. This is separate to and in addition to the Footway Damage Bank Guarantee. The Public Domain Works Guarantee must be submitted as an unconditional bank guarantee in favour of Council as security for completion of the obligations under this consent.

Council's Public Domain section must be contacted to determine the guarantee amount prior to lodgement of the guarantee. The guarantee must be lodged with Council prior to a Road Opening Permit for works on the public way being issued.

The public domain plan will need to be endorsed by both Council and Redfern LAC to ensure it meets the requirements of those authorities prior to final approval of the Director General.



## **PART D – DURING CONSTRUCTION**

### **D1 Approved Plans to be on site**

A copy of the approved and certified plans, specifications and documents incorporating conditions of approval and certification shall be kept on the site at all times and shall be readily available for perusal by any officer of the Department, Council or the PCA.

### **D2 Hours of Work**

The hours of construction and work on the development must be as follows:

- a) All work, including building/demolition and excavation work, and activities in the vicinity of the site generating noise associated with preparation for the commencement of work (eg. loading and unloading of goods, transferring of tools etc) in connection with the proposed development must only be carried out between the hours of 7.00am and 6.00pm on Mondays to Fridays, inclusive, and 7.00am and 3.30pm on Saturdays, with safety inspections being permitted at 7.00am on work days, and no work must be carried out on Sundays or public holidays.
- b) All work, including demolition, excavation and building work must comply with the City of Sydney Building Sites Noise Code and Australian Standard 2436 - 1981 "Guide to Noise Control on Construction, Maintenance and Demolition Sites".

### **D3 No Obstruction of Public Way**

The public way must not be obstructed by any materials, vehicles, refuse, skips or the like, under any circumstances. Non-compliance with this requirement will result in the issue of a notice by Council to stop all work on site.

### **D4 Use of Mobile Cranes**

The following requirements apply:

- a) Mobile cranes operating from the road must not be used as a method of demolishing or constructing a building.
- b) For special operations including the delivery of materials, hoisting of plant and equipment and erection and dismantling of on site tower cranes which warrant the on-street use of mobile cranes, permits must be obtained from Council for the use of a mobile crane. The permits must be obtained 48 hours beforehand for partial road closures which, in the opinion of Council will create minimal traffic disruptions and 4 weeks beforehand in the case of full road closures and partial road closures which, in the opinion of Council, will create significant traffic disruptions.
- c) Special operations and the use of mobile cranes must comply with the approved hours of construction. Mobile cranes must not be delivered to the site prior to 7.30am without the prior approval of Council.

### **D5 Compliance with Construction and Traffic Management Plans**

All development activities and traffic movements must be carried out in accordance with the approved Construction and Traffic Management Plans. All controls in the Plans must be maintained at all times. A copy of the Plans must be kept on-site and made available upon request.

### **D6 Construction Noise**

Noise from the construction, excavation and demolition activities associated with the development shall comply with the NSW Department of Environment and Heritage Noise Guidelines 2009.

### **D7 Dust Control**

Dust control measures shall be implemented during all periods of earthworks, demolition, excavation and construction in accordance with the requirements of NSW Department of Environment and Heritage.

### **D8 Covering of Loads**

All vehicles involved in the excavation and/or demolition process and departing the property with demolition materials, spoil or loose matter must have their loads fully covered before entering the public roadway.



conditions on the methods to be used and require the provision of on-site Safeworking supervision for certain aspects of the works.

**D17 Access Management**

Prior to the commencement of works an Agreement/Deed shall be entered into with RailCorp defining the controls to be implemented in managing the access required and/or the potential impacts of the development on RailCorp, and the involvement of RailCorp staff in ensuring the appropriate safety and technical standards are complied with throughout the development. The cost of any agreement/deed, including supervision, design checks, meetings, approvals and services searches is to be borne by the Applicant. It should be noted that this agreement/deed may include, but not be limited to, the following issues:

- Design, excavation and construction assessments and sign-offs.
  - Environmental, Insurance and OHS requirements.
  - Indemnities from claims arising out the development
  - Safe working rules and procedures.
  - Construction bonds.
-

**E7 Site Landscaping**

All landscaping in accordance with the detailed landscape plan referred to in condition B171s to be completed prior to an Occupation Certificate being issued.

**E8 Acoustic Certification**

Prior to the issue of an Occupation Certificate for the development, certification from an accredited Acoustic consultant who possesses the qualifications to render them eligible for membership of the Australian Acoustic Society, Institution of Engineers Australia or the Australian Association of Acoustic Consultants is required to be provided. The certification shall indicate that the acoustic mitigation measures outlined in the Kolkas acoustic assessment and relevant Australian Standards have been suitably incorporated into the development and that relevant noise criteria have been satisfied.

**E9 Student Housing Manager**

Prior to the issuing of an Occupation Certificate, Council's Health and Building Unit must be advised in writing of the business name, address, owner or company name, 24 hour contact details for the site manager, and the number of occupants approved for the premises. A caretaker/manager must be contactable 24 hours a day.

**E10 Waste Management**

Prior to the issue of an Occupation Certificate, the approval of Council must be obtained in relation to the waste and recycling management facilities and ensure arrangements are in place for waste collection by Council.

**E11 Section 73 Certificate**

A Section 73 Compliance Certificate under the Sydney Water Act 1994 must be obtained from Sydney Water Corporation.

Application must be made through an authorised Water Servicing Coordinator. Please refer to the Building Developing and Plumbing section on the web site [www.sydneywater.com.au](http://www.sydneywater.com.au) then refer to "Water Servicing Coordinator" under "Developing Your Land" or telephone 13 20 92 for assistance.

Following application a "Notice of Requirements" will advise of water and sewer infrastructure to be built and charges to be paid. Please make early contact with the Coordinator, since building of water/sewer infrastructure can be time consuming and may impact on other services and building, driveway or landscape design. The Section 73 Certificate must be submitted to Council or the Principal Certifying Authority prior to an Occupation Certificate being issued.

**E12 Fire Safety Certificate**

A Fire Safety Certificate must be submitted to the PCA for all items listed in the Fire Safety Schedule prior to issue of an Occupation Certificate. A copy of the Fire safety Certificate must be submitted to Council if it is not the PCA.

**E13 Easement for Public Access**

Prior to the issue of an Occupation Certificate for this development, an easement for Public Access shall be created over the forecourt area of Precinct 1. The Proponent must consult with Council to establish if this easement is required to include the 8 car parking spaces along the Caroline Street frontage of Precinct 1.

**E14 Site Consolidation**

The allotments comprising the subject site are to be consolidated into three lots, corresponding to the three development precincts prior to issue of an Occupation Certificate for this development.

**E15 Signposting of Share Ways**

The share ways shall be signposted in accordance with RMS standard requirements.

**E16 Contribution levied under Redfern- Waterloo Authority Contributions Plan (RWCP)**

In accordance with the provisions of the RWCP, prior to the issue of an Occupation Certificate for the development, the Proponent shall either:

- a) pay a contribution of \$1.4 million (based on 2% of the estimated development cost); or



## **PART F – OPERATIONAL CONDITIONS**

### **F1 Signs/Goods in the Public Way**

No signs or goods are to be placed on the footway or roadway adjacent to the property.

### **F2 Shop Fronts**

- a) All shop front glazing must be clear and unlinted and must not be obscured by blinds, curtains or the like.
- b) Security roller shutters must not be installed on the outside of the shop front. Any security grill is to be a dark recessive colour, located on the inside of the shop front, must be an open grille / see through and not a solid metal type.

### **F3 Plan of Management for Student Housing**

The student housing must be operated / managed in accordance with the Plan of Management, dated 1 August 2012 and submitted with the PPR.

### **F4 Intruder Alarms**

Should intruder alarm/s be installed these must operate in accordance with the requirements of Clause 53 of the Protection of the Environment Operations (Noise Control) Regulation 2008 under the Protection of the Environment Operations Act, 1997.

### **F5 Intercom for Basement Car Park**

An intercom must be installed at the entry to the basement car park entry and be at least 6m clear of the property boundary, wired to all units and the management office. The intercom must comply with 'Australian Standard AS 1428.2-1992: Design for access and mobility - Enhance and additional requirements - Building and facilities Sections 22 and 23'.

### **F6 Signs At Egress**

The following signs must be provided and maintained within the site at the point of vehicle egress from the basement car park:

- a) Compelling drivers to stop before proceeding onto the public way; and
- b) Compelling drivers to "Give Way to Pedestrians" before crossing the footway; or compelling drivers to "Give Way to Pedestrians and Bicycles" before crossing a footway on an existing or identified shared path route.

### **F7 Signposting**

All costs associated with signposting for any kerbside parking restriction and traffic management measures associated with the development shall be borne by the Proponent.

No sign(s) shall be erected without the prior approval of Council and the relevant Traffic Committee.

### **F8 Licensing of Child Care Centre**

- a) A license to operate the child care centre must be obtained from the NSW Department of Family and Community Services prior to commencement of operations at the child care centre.
- b) Full compliance with any licensing requirements of the NSW Department of Family and Community Services is required.

### **F9 Child Care Centre maximum capacity**

The total number of children at the centre at any one time must not exceed 60 children.

### **F10 Awning Maintenance**

The awnings must be inspected and maintained to ensure their structural integrity, aesthetic and functional quality.



No.	Subject	Commitment	Timing
23	Dwellings in Precinct 1	<p><i>operated in accordance with the requirements of the Department of Community Services.</i></p> <p><i>The sixty-two (62) dwellings in Precinct 1 are to be retained in the ownership of the Aboriginal Housing Company.</i></p> <p><i>These dwellings are to be managed by the Aboriginal Housing Company to provide affordable housing for the local Aboriginal and Torres Strait Islander Community</i></p>	Ongoing

**ANNEXURE B – NOTICE**  
**(City of Sydney Letterhead)**

**Date:**

To: Aboriginal Housing Company Limited (AHC)  
104 Lawson Street  
Redfern NSW 2016

**TAKE NOTICE** that the City of Sydney calls upon the AHC to transfer the Land (as defined in the Deed between the AHC and the City of Sydney dated *[insert date]* and as identified below) to the City of Sydney for the sum of \$20.00. (twenty dollars) in accordance with clause 9 of the Deed.

The consideration for this transfer is attached to this notice in the form of cheque/cash payment.

Dated: .....

Executed for and on behalf of the City of Sydney

.....

**Land**

The land formerly comprised in the following:

- (a) Lot 1 DP 779120 (known as 91 Eveleigh Street),
- (b) Lot A DP 439127 (known as 93 Eveleigh Street)
- (c) Lot B DP 439127 (known as 95 Eveleigh Street),
- (d) Lot 1 DP 797845 (known as 97 Eveleigh Street),
- (e) Lot 1 DP 194785 (known as 99 Eveleigh Street)
- (f) Lot 5 DP 230305 (known as 119 Eveleigh Street)
- (g) Lot 1 DP 995857 (known as 121 Eveleigh Street); and
- (h) lot 1 DP 1163669 (comprising Eveleigh Lane and part Caroline Lane).



**ANNEXURE C – CERTIFICATES OF TITLE, DEPOSITED PLANS, SEWER  
DIAGRAMS, AND PLANNING CERTIFICATES**

P. M. B.  
*[Handwritten signature]*