

**BONDS SPINNING MILLS SITE**  
**PLANNING PROPOSAL**  
**DRAFT HEADS OF AGREEMENT – PLANNING AGREEMENT**  
**21 DECEMBER 2015**

|                                         |                                                                                                                                                                                                                                                                                                                                                                           |
|-----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Parties</b>                          | <p>Holroyd City Council (<b>Council</b>)</p> <p>J.S.T. (NSW) Pty Limited (<b>Developer</b>)</p>                                                                                                                                                                                                                                                                           |
| <b>Background</b>                       | <p>The Developer owns the Land.</p> <p>The Developer has lodged the Planning Proposal with the Council seeking to rezone the Land to carry out the Urban Redevelopment Project.</p> <p>The Developer offers to enter into a planning agreement (<b>the Agreement</b>) with Council to make Development Contributions on the terms set out in this Heads of Agreement.</p> |
| <b>Planning agreement under the Act</b> | <p>The Agreement will be a planning agreement within the meaning of section 93F of the Act.</p>                                                                                                                                                                                                                                                                           |
| <b>Application of the Agreement</b>     | <p>The Agreement will apply to:</p> <ul style="list-style-type: none"><li>• the Land; and</li><li>• the Development.</li></ul>                                                                                                                                                                                                                                            |
| <b>Operation of the Agreement</b>       | <p>The Agreement will commence from the date the LEP Amendment commences operation.</p>                                                                                                                                                                                                                                                                                   |
| <b>Development Contributions</b>        | <p>The Developer agrees to make the following Development Contributions:</p> <ul style="list-style-type: none"><li>• Public Park;</li><li>• Public Pocket Parks;</li><li>• Marketplace Plaza and Entry Boulevard;</li><li>• Community Hub Space;</li><li>• Public Road and Linkages; and</li><li>• Public Art.</li></ul>                                                  |
| <b>Public Park</b>                      | <p>Dedication to Council of approximately 5,300 square metres (<b>sqm</b>) of the Land for the purposes of a Public Park. The location of the Public Park to be generally in accordance with the Preliminary Dedication Plan.</p>                                                                                                                                         |

Embellishment works within the Park to be agreed with Council, to a specified value per sqm, including :

- soft and hard landscaping;
- adaptable playground areas;
- public toilets;
- barbeque facilities;
- seating, shade structures, lighting, bins and signage; and
- pedestrian footpath linkages.

Developer to construct, or procure the construction of, the embellishment works in accordance with Development Consent.

Practical completion of the embellishment works, and transfer of ownership of the Public Park to Council, to occur within 12 months of the last occupation certificate for the final Stage of the Urban Redevelopment Project.

Council to have ongoing responsibility for the maintenance of the Public Park.

#### **Public Pocket Parks and Dance Hall Garden**

Provision to the public of approximately 8,700 sqm of the Land by positive covenant for the purposes of Public Pocket Parks and a Dance Hall Garden. The location of Public Pocket Parks 1,2,3 and 4, and the Dance Hall Garden, to be generally in accordance with the Preliminary Dedication Plan.

Embellishment works within the Public Pocket Parks and Dance Hall Garden to be agreed with Council, to a specified value per sqm, including:

- soft and hard landscaping;
- community gardens;
- seating, lighting, bins and signage; and
- pedestrian footpath linkages.

Developer to construct, or procure the construction of, the embellishment works in accordance with Development Consent.

Practical completion of the embellishment works, and creation of the positive covenant, to occur within 6 months of the last occupation certificate for the relevant Stage of the Urban Redevelopment Project.

#### **Marketplace Plaza and Entry Boulevard**

Provision to the public of approximately 6,200 sqm of the Land by positive covenant for the purposes of a Marketplace Plaza and Entry Boulevard. The location of the Marketplace Plaza and Entry Boulevard to be generally in accordance with the Preliminary Dedication Plan.

Embellishment works within the Marketplace Plaza and Entry Boulevard to be agreed with Council, to a specified value per sqm, including:

- soft and hard landscaping;
- paving and drainage;
- seating, lighting, bins and signage; and
- pedestrian footpath linkages.

Developer to construct, or procure the construction of, the embellishment works in accordance with Development Consent.

Practical completion of the embellishment works, and creation of the positive covenant, to occur within 12 months of the last occupation certificate for Stage 4 of the Urban Redevelopment Project.

### **Community Hub Space**

Provision to the public of the use of multi-use rooms/offices within one of the retained heritage buildings on the Land for the purposes of creative, cultural and community-orientated uses. The location of the Community Hub space shall be determined in consultation with Council prior to lodgement of a Development Application for Stage 4.

Fit out works within the Community Hub space to be agreed with Council, to a specified value per sqm.

Developer to carry out, or procure the carrying out of, the fit out works for the Community Hub space in accordance with Development Consent. Such fit out works to occur within 12 months of the last occupation certificate for Stage 4 of the Urban Redevelopment Project.

Developer to have ongoing responsibility for the operation, maintenance and management of the Community Hub space in accordance with Development Consent.

### **Adaptive Reuse and Heritage Conservation**

The Developer to construct or procure the construction of the Heritage Conservation Works in accordance with Development Consent for the Urban Redevelopment Project.

Practical completion of the Heritage Conservation Works to be achieved prior to the issue of the Final Occupation Certificate for that stage of the Urban Redevelopment Project.

### **Public Roads and Linkages**

Dedication to Council of approximately 6,800 sqm of the Land for the purposes of public roads and linkages.

Embellishment works to a specified value per sqm to be agreed with Council, or based on a formula to be agreed with the relevant road authority and capped at a specified amount, to create public roads and linkages generally in accordance with the Preliminary Dedication Plan.

Developer to construct, or procure the construction of, the embellishment works in accordance with Development Consent.

Practical completion of the embellishment works, and transfer of ownership of the Public Road and Linkages to Council, to occur in accordance with the approved construction timetable for the Urban Redevelopment Project.

Council to have ongoing responsibility for the maintenance of the Public Road and Linkages.

**Public Art**

Provision to the public of Public Art to be located in the Public Park, Public Pocket Parks, Dance Hall Garden, Marketplace Plaza and/or Entry Boulevard for the purpose of commemorating the former industrial use of the Land.

The location and value of the Public Art to be agreed with Council, to a specified value per area of public open space or capped at a specified amount.

Developer to install Public Art in accordance with Development Consent.

Installation of the Public Art to occur within 12 months of the last occupation certificate for the final Stage of the Urban Redevelopment Project.

Council to have ongoing responsibility for the maintenance of the Public Art located in the Public Park. Developer to maintain the Public Art in the Public Pocket Parks, Dance Hall Garden, Marketplace Plaza and/or Entry Boulevard.

**Application of sections 94, 94A and 94EF of the Act**

The Agreement will exclude the application of sections 94 (except for contributions in relation to sporting fields and land), 94A and 94EF of the Act to the Development, in the manner determined by the Parties acting reasonably and taking into consideration the Development Contributions to be made under the Agreement.

**Registration of the Agreement**

The Developer will do all things reasonably necessary to enable the Council to register the Agreement under section 93H of the Act.

**Review of the Agreement**

The Agreement can be reviewed or modified by the written agreement of the Parties using their best endeavours and acting in good faith.

**Dispute resolution**

If the Parties are not able to resolve any dispute within 20 business days of a dispute notice being served, then they may have recourse to litigation or other dispute resolution process.

**Enforcement**

The Agreement may be enforced by either Party in any court of competent jurisdiction.

**Assignments and dealings**

A Party must not assign or novate the Agreement without the prior written consent of the other Party which consent is not to be unreasonably withheld.

**Costs**

Each Party must pay its own costs of negotiating, preparing and executing the Agreement, and any other instrument executed under the Agreement.

## Status of Heads of Agreement

The parties agree that the terms of this Heads of Agreement:

- are merely statements of the current intention of the parties and may change;
- are not intended to be legally binding on the parties or to give rise to any legal rights or obligations; and
- do not constitute binding undertakings or representations concerning the Development Contributions, even if the parties subsequently work together and take action or refrain from taking action on the assumption or in the expectation that the Agreement will be executed.

## Defined terms

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

**Development** means the development of the Land proposed to be carried out, or procured to be carried out, by the Developer in accordance with the Planning Proposal.

**Development Consent** means consent granted under Part 4 of the Act to carry out the Urban Redevelopment Project, including any stage of the Urban Redevelopment Project, that is substantially in accordance with the Planning Proposal.

**Development Contributions** means the development contributions comprising the Public Park, Public Pocket Parks and Dance Hall Garden, Marketplace Plaza and Entry Boulevard, Community Hub Space, Public Road and Linkages and Public Art as set out in this Heads of Agreement.

**Holroyd LEP** means *Holroyd Local Environmental Plan 2013*.

**Land** means the land at 190-220 Dunmore Street, Pendle Hill NSW 2145, described as Lot 1 in Deposited Plan 735207.

**LEP Amendment** means the environmental planning instrument that is made and commences operation in accordance with Part 3 of the Act, and which amends Holroyd LEP substantially in accordance with the Planning Proposal.

**Planning Proposal** means the supporting town planning report prepared by JBA Urban Planning Consultants Pty Ltd dated 4 November 2015 requesting the Council to rezone the Land under Holroyd LEP to allow the Urban Redevelopment Project to be carried out.

**Preliminary Dedication Plan** means the plan attached at Schedule 1 which identifies the indicative location of the Development Contributions on the Land.

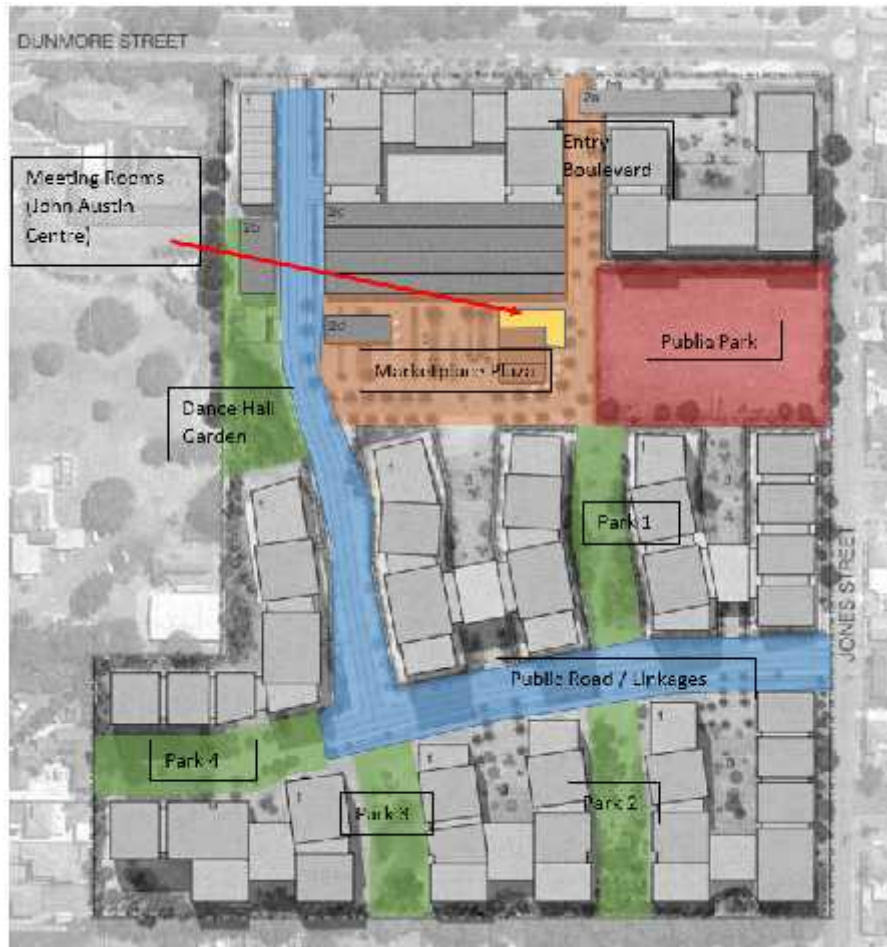
**Preliminary Staging Plan** means the staging plan attached at Schedule 2 which identifies the indicative staging of the Urban Redevelopment Project.

**Stage** means a stage of the Urban Redevelopment Project identified in the Preliminary Staging Plan.

**Urban Redevelopment Project** means the proposal by the Developer to develop the Land for the purposes as described in the Planning Proposal.

## SCHEDULE 1

### PRELIMINARY DEDICATION PLAN



## SCHEDULE 2

### PRELIMINARY STAGING PLAN

