

Development Consent

Section 4.38 of the Environmental Planning and Assessment Act 1979

The Independent Planning Commission (the Commission), as the declared consent authority under clause 8A of the *State Environmental Planning Policy (State and Regional Development) 2011* and section 4.5(a) of the *Environmental Planning and Assessment Act 1979*, approves the development application referred to in Schedule 1, subject to the conditions in Schedule 2.

These conditions are required to:

- prevent, minimise, 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 development.



Chris Wilson (Chair)
Member of the Commission



Wendy Lewin
Member of the Commission



Prof Chris Fell AM
Member of the Commission

Sydney

11 November 2019

File: J12/06640

SCHEDULE 1

Application Number:	SSD 5248
Applicant:	Gazcorp Pty Ltd
Consent Authority:	Independent Planning Commission
Site:	Lot 5 DP 24094 813-913 Wallgrove Road, Horsley Park NSW 2175 Fairfield City Council local government area
Development:	The Staged Development Application for the Gazcorp Industrial Estate comprised of: A Concept Proposal with: • 211,550 square metre (m²) of gross floor area (GFA) comprised of 198,300 m² of warehouse/industrial uses and 13,250 m² of ancillary office floor space; • 16 development lots with a total of 14 building envelopes; and • conceptual lot layout, site levels, road layout, urban design controls, conceptual landscape designs and infrastructure arrangements. A Stage 1 Development Application including: • clearing of vegetation and construction of bulk earthworks;

- construction of internal estate roads, water, sewer, telecommunications and gas infrastructure;
- construction of stormwater management devices;
- installation of estate landscaping; and
- construction and operation of a 45,225 m² warehouse and distribution building, including 3,006 m² of ancillary office space; and
- intersection works in Wallgrove Road.

TABLE OF CONTENTS

SCHEDULE 1	I
DEFINITIONS	V
SCHEDULE 2	1
PART A CONDITIONS OF CONSENT FOR CONCEPT PROPOSAL.....	1
Determination of Future Development.....	1
Statutory Requirements.....	1
Terms of Consent.....	1
Limits of consent.....	1
Sustainability management.....	2
Noise Limits.....	2
Staging	2
Disabled Access	2
TransGrid Easement	2
PART B CONDITIONS TO BE MET IN FUTURE DEVELOPMENT APPLICATIONS	4
Development Contributions	4
Ecologically Sustainable Development.....	4
Sustainability Management Plan	4
Traffic and Access	4
Bushfire Protection	4
Noise and Vibration	5
Outdoor Lighting	5
Signage	5
Road Infrastructure.....	5
Reflectivity	5
Transmission Line Easement	5
Stormwater Management	5
Waste	5
Landscaping	5
Urban Design.....	6
Civil Works.....	6
Air Quality.....	6
Western Sydney Freight Line Corridor	6
PART C CONDITIONS OF CONSENT FOR THE STAGE 1 DA.....	7
Obligation to Minimise Harm to the Environment.....	7
Terms of Consent.....	7
Limits of Consent.....	7
Notification of Commencement.....	7
Evidence of Consultation.....	7
Staging, Combining and Updating Strategies, Plans or Programs	8
Protection of Public Infrastructure.....	8
Demolition.....	8
Structural Adequacy	8
Compliance.....	8
Operation of Plant and Equipment.....	9
External Walls and Cladding.....	9
Utilities and Services	9
Easements.....	9
Applicability of Guidelines.....	9
Developer Contributions	10
Traffic and Access	10
Soils, Water Quality and Hydrology	12
Air Quality.....	14
Noise	14
Vibration	16
Aboriginal Heritage.....	16
Biodiversity and Biosecurity.....	17
Hazards and Risk	18

Waste Management	18
Contamination	19
Visual Amenity.....	19
Community Engagement.....	20
Water NSW Warragamba to Prospect Pipelines Corridor.....	20
Advisory Notes	20
PART D ENVIRONMENTAL MANAGEMENT, REPORTING AND AUDITING	21
Environmental Management.....	21
Construction Environmental Management Plan.....	21
Operational Environmental Management Plan	22
Revision of Strategies, Plans and Programs	22
Reporting and Auditing	22
Access to Information	23
APPENDIX 1 CONCEPT PROPOSAL PLANS	24
APPENDIX 2 STAGE 1 DA PLANS	27
APPENDIX 3 WALLGROVE ROAD INTERSECTION UPGRADE CONCEPT PLANS	31
APPENDIX 4 PLANNING AGREEMENT	41
APPENDIX 5 SENSITIVE NOISE RECEIVER AND NOISE WALL LOCATIONS.....	94
APPENDIX 6 APPLICANT'S MANAGEMENT AND MITIGATION MEASURES	95
APPENDIX 7 INCIDENT NOTIFICATION AND REPORTING REQUIREMENTS.....	98

DEFINITIONS

ACHMP	Aboriginal Cultural Heritage Management Plan
Applicant	Gazcorp Pty Ltd, or any person carrying out any development to which this consent applies
ARI	Average Recurrence Level
CAQMP	Construction Air Quality Management Plan
CEMP	Construction Environmental Management Plan
Certifying Authority	Means a person who is authorised by or under section 6.17 of the <i>Environmental Planning and Assessment Act 1979</i> to issue certificates
CNMP	Construction Noise Management Plan
Conditions of this consent	Conditions contained in Schedule 2 of this document
Construction	The demolition and removal of buildings or works, the carrying out of works for the purpose of the development, including bulk earthworks, and erection of buildings and other infrastructure permitted by this consent.
Council	Fairfield City Council
CTMP	Construction Traffic Management Plan
Day	The period from 7 am to 6 pm on Monday to Saturday, and 8 am to 6 pm on Sundays and Public Holidays
Decommissioning	The controlled process of safely retiring a facility from service, including decontamination, dismantling and disposal after the cessation of operations.
Demolition	The deconstruction and removal of buildings, sheds and other structures on the site
Department	NSW Department of Planning, Industry and Environment
Development	The development described in the EIS and RtS, including construction and operation of 16 warehouse buildings, offices and associated infrastructure, as modified by the conditions of this consent and shown on the plans in Appendix 1 and Appendix 2
Development layout	The plans at Appendix 1 and Appendix 2 of this consent
Dol	(former) NSW Department of Industry
DPIE Water	Water Group of the Department (former Department of Industry – Lands & Water Division)
Earthworks	Bulk earthworks, site levelling, import and compaction of fill material, excavation for installation of drainage and services, to prepare the site for construction
EIS	The Environmental Impact Statement titled <i>Environmental Impact Statement – Gazcorp Industrial Estate Western Sydney Employment Area</i> , prepared by JBA Urban Planning Consultants Pty Ltd dated February 2014, submitted with the application for consent for the development, including any additional information provided by the Applicant in support of the application
ENM	Excavated Natural Material
Environment	Includes all aspects of the surroundings of humans, whether affecting any human as an individual or in his or her social groupings
EPA	NSW Environment Protection Authority
EP&A Act	<i>Environmental Planning and Assessment Act 1979</i> (NSW)
EP&A Regulation	<i>Environmental Planning and Assessment Regulation 2000</i>
ESD	Ecologically Sustainable Development
Evening	The period from 6 pm to 10 pm
Fibre ready facility	As defined in Section 372W of the <i>Telecommunications Act 1997</i> (Cth)
Heritage	Encompasses both Aboriginal and historic heritage including sites that predate European settlement, and a shared history since European settlement
Heritage NSW	Heritage NSW, Community Engagement, Department of Premier and Cabinet
Heritage item	A place, building, work, relic, archaeological site, tree, moveable object or precinct of heritage significance, that is listed under one or more of the following registers: the State Heritage Register under the <i>Heritage Act 1977</i> (NSW), a state agency heritage and conservation register under section 170 of the <i>Heritage Act 1977</i> (NSW), a Local Environmental Plan under the <i>EP&A Act</i> , the World, National or Commonwealth

	Heritage lists under the <i>Environment Protection and Biodiversity Conservation Act 1999</i> (Cth), and an “Aboriginal object” or “Aboriginal place” as defined in section 5 of the <i>National Parks and Wildlife Act 1974</i> (NSW)
Incident	An occurrence or set of circumstances that causes or threatens to cause material harm and which may or may not be or cause a non-compliance <i>Note: “material harm” is defined in this consent</i>
Land	Has the same meaning as the definition of the term in section 1.4 of the EP&A Act
LMP	Landscape Management Plan
Material harm	Is harm that: • involves actual or potential harm to the health or safety of human beings or to the environment that is not trivial, or • results in actual or potential loss or property damage of an amount, or amounts in aggregate, exceeding \$10,000, (such loss includes the reasonable costs and expenses that would be incurred in taking all reasonable and practicable measures to prevent, mitigate or make good harm to the environment)
Minister	NSW Minister for Planning and Public Spaces (or delegate)
Mitigation	Activities associated with reducing the impacts of the development prior to or during those impacts occurring
Monitoring	Any monitoring required under this consent must be undertaken in accordance with section 9.40 of the EP&A Act
NCC	National Construction Code
Night	The period from 10pm to 7am on Monday to Saturday, and 10pm to 8am on Sundays and Public Holidays
Non-compliance	An occurrence, set of circumstances or development that is a breach of this consent
OEMP	Operational Environmental Management Plan
Operation	The use of warehouse buildings for packing, loading, unloading, storing and distribution of consumer goods or any other industrial use upon completion of construction
OTMP	Operational Traffic Management Plan
OWMP	Operational Water Management Plan
Planning Secretary	The Secretary of the Department of Planning, Industry and Environment, or nominee
POEO Act	<i>Protection of the Environment Operations Act 1997</i> (NSW)
Reasonable	Means applying judgement in arriving at a decision, taking into account: mitigation benefits, costs of mitigation versus benefits provided, community views, and the nature and extent of potential improvements.
Registered Aboriginal Parties	Means the Aboriginal persons identified in accordance with the document entitled “ <i>Aboriginal cultural heritage consultation requirements for proponents 2010</i> ” (DECCW)
Rehabilitation	The restoration of land disturbed by the development to a good condition, to ensure it is safe, stable and non-polluting.
RMP	Refuse Management Plan
RMS	(former) NSW Roads and Maritime Services (now TfNSW)
Roads Authority	As defined in Dictionary of the <i>Roads Act 1993</i> (NSW)
RtS	The Applicant’s response to issues raised in submissions received in relation to the application for consent for the development under the EP&A Act.
Sensitive receivers	A location where people are likely to work, occupy or reside, including a dwelling, school, hospital, office or public recreational area.
Site	The land defined in Schedule 1 of this consent
SLR	(Proposed) Southern Link Road as shown in the WSEA SEPP and the broader WSEA SLRN Options Refinement Report prepared by AECOM, 2014
SMP	Sustainable Management Plan
Stage 1 DA	The Stage 1 Development Application comprising clearing of vegetation and construction of bulk earthworks, construction of internal estate roads, water, sewer, telecommunications and gas infrastructure; construction of a stormwater management system; landscaping; construction and operation of a 45,225 m ² warehouse building on the proposed Lot 10, including 3,000 m ² of ancillary office space; and roadworks
STP	Sustainable Travel Plan

TfNSW	Transport for New South Wales
VENM	Virgin Excavated Natural Material
VRMP	Vegetation and Riparian Management Plan
Waste	Has the same meaning as the definition of the term in the Dictionary to the POEO Act
WTP	Workplace Travel Plan
WSUD	Water Sensitive Urban Design
Year	A period of 12 consecutive months

SCHEDULE 2

PART A CONDITIONS OF CONSENT FOR CONCEPT PROPOSAL

DETERMINATION OF FUTURE DEVELOPMENT

- A1. In accordance with section 4.22(3) of the EP&A Act, subsequent stages of the Development are to be subject of future development applications.
- A2. Future development applications are to be generally consistent with the terms of Development Consent SSD 5248 as described in Schedule 1, and subject to the conditions in Schedule 2.

STATUTORY REQUIREMENTS

- A3. The Applicant must ensure that all licences, permits, and approvals/consents are obtained as required by law and maintained as required throughout the life of the Development. No condition of this consent removes the obligation for the Applicant to obtain, renew or comply with such licences, permits or approvals/consents.

TERMS OF CONSENT

- A4. The development may only be carried out:
- (a) in compliance with the conditions of this consent;
 - (b) in accordance with all written directions of the Planning Secretary;
 - (c) in accordance with the EIS and Response to Submissions (RtS);
 - (d) in accordance with the drawings listed in **Appendix 1**; and
 - (e) in accordance with the management and mitigation measures in Appendix 6.
- A5. Consistent with the requirements in this consent, the Planning Secretary may make written directions to the Applicant in relation to:
- (a) the content of any strategy, study, system, plan, program, review, audit, notification, report or correspondence submitted under or otherwise made in relation to this consent, including those that are required to be, and have been, approved by the Planning Secretary; and
 - (b) the implementation of any actions or measures contained in any such document referred to in Condition C3(a).
- A6. The conditions of this consent and directions of the Planning Secretary prevail to the extent of any inconsistency, ambiguity or conflict between them and a document listed in Condition A4(c). In the event of an inconsistency, ambiguity or conflict between any of the documents listed in Condition A4(c), the most recent document prevails to the extent of the inconsistency, ambiguity or conflict.

Note: For the purposes of this condition, there will be an inconsistency between documents if it is not possible to comply with both documents, or in the case of a condition of consent or direction of the Planning Secretary, and a document, if it is not possible to comply with both the condition or direction, and the document.

LIMITS OF CONSENT

- A7. This consent lapses five years after the date from which it operates, unless the development associated with the Stage 1 DA has physically commenced on the land to which the consent applies before that date.
- A8. The following limits apply to the Concept Proposal for the Development:
- (a) the maximum Gross Floor Area (GFA) for the land uses in the Development must not exceed the limits outlined in **Table 1** below; and
 - (b) no loading docks or delivery bays are permitted along the southern elevation of any warehouse buildings that have a direct frontage to the southern boundary of the site.

Table 1 GFA Maximum for Concept Proposal

Land Use	Maximum GFA (m ²)
Total Industrial/Warehousing space	198,300
Total Office space	13,250
Total GFA	211,550

- A9. The Applicant must ensure the Development is consistent with the development controls in **Table 2** below.

Table 2 Development Controls

Development Aspect	Control
Southern Link Road alignment setback	10 m
Wallgrove Road setback	20 m
Internal estate roads setback	7.5 m
Height	14 m
Site coverage	Maximum of 50 per cent

Note: The site coverage control excludes building awnings.

- A10. A maximum of one illuminated sign is permitted on each elevation of each building. All illuminated signage must be oriented away from residential receivers.
- A11. Underground car parking is not permitted.

SUSTAINABILITY MANAGEMENT

- A12. Prior to the commencement of construction of Stage 1 development, the Applicant must submit a Sustainability Strategy for the Development to the Planning Secretary for approval. The Sustainability Strategy must:
- (a) detail how the ESD and WSUD initiatives and energy efficiency measures outlined in the EIS will be implemented on site;
 - (b) identify the total greenhouse gas savings estimated to be achieved in comparison to a base case development (i.e. a development constructed in accordance with the minimum requirements of the latest version of Section J, Volume one of the National Construction Code (NCC)) if the measures proposed under the Sustainability Strategy are implemented;
 - (c) include a calculation of water requirements and measures incorporated to reduce water use;
 - (d) include a program to monitor and report annually on the efficiency measures implemented; and
 - (e) ensure the development will continue to operate at industry best practice over time.

OPERATIONAL NOISE LIMITS

- A13. The Applicant must ensure the Development does not exceed the noise limits provided in **Table 3** below and the receiver locations as shown in **Appendix 5**:

Table 3 Project Specific Noise Limits dB(A)

Location	Day	Evening	Night	
	L _{Aeq} (15 minute)	L _{Aeq} (15 minute)	L _{Aeq} (15 minute)	L _{A1} (1 minute)
Residential receivers to the south-west	50	50	45	63
Industrial Developments to the south	51	51	51	

Note: Noise generated by the Development is to be measured in accordance with the relevant procedures and exemptions (including certain meteorological conditions) of the NSW Noise Policy for Industry (2017).

STAGING

- A14. Unless otherwise agreed to in writing by the Planning Secretary, the Applicant must prepare a detailed Staging Plan in consultation with Council and all relevant utility and service providers to the satisfaction of the Planning Secretary. The Staging Plan must include detailed plans for earthworks, provision of all services and infrastructure and landscaping within the road reserve for each stage. The Staging Plan must be approved by the Planning Secretary prior to the lodgement of any development applications.

DISABLED ACCESS

- A15. Access for disabled people shall be provided in all buildings in accordance with Clauses D3.2, D3.3 and Table D3.2 of the Volume One of the NCC and to the standards set out in AS 1428.1.

TRANSGRID EASEMENT

- A16. Prior to the commencement of construction of Stage 1, detailed plans of the swale proposed within 20 metres of TransGrid's Structure 14 and the batters within 20 m of TransGrid Structures 15 and 16 are to be prepared in consultation with TransGrid to the satisfaction of the Planning Secretary. The detailed swale must ensure:

- (a) access for TransGrid's plant and personnel is maintained and unrestricted at all times during construction and operation, for the life of the development and to the satisfaction of TransGrid;
- (b) any slopes (proposed batters) TransGrid's heavy maintenance vehicles would be required to traverse must not have a grade steeper than 1:6;
- (c) fill does not impact on safe ground clearances to transmission line conductors; and
- (d) cut does not impact on the buried structures.

Note: *TransGrid's preferred maximum grade for batters is 1:8.*

- A17. Excavation works are not permitted to be undertaken within 20 metres of any part of a steel tower and adequate precautions shall be taken during construction to protect structures from any damage. Subsoil stability and surface drainage is not to be adversely affected in the vicinity of these structures.

Note: *Earth straps are buried coming out from each of the leg towers and these are not to be disturbed or exposed to avoid any danger to the public.*

- A18. The TransGrid easement is not to be used for vehicular parking or storage of any materials during construction and/or operation.

PART B CONDITIONS TO BE MET IN FUTURE DEVELOPMENT APPLICATIONS

DEVELOPMENT CONTRIBUTIONS

- B1. Future development applications must identify whether the provisions of Council's 7.12 Contributions Plan or any planning agreement(s) apply to the site.

ECOLOGICALLY SUSTAINABLE DEVELOPMENT

- B2. Future development applications must demonstrate how the Development incorporates the principles of Ecologically Sustainable Development in the design, construction and on-going operation of the Development.

SUSTAINABILITY MANAGEMENT PLAN

- B3. Future development applications must set out how the development intends to comply with the Sustainability Strategy approved under Condition A12.

TRAFFIC AND ACCESS

- B4. Future development applications must be accompanied by a detailed assessment of the traffic and transport impacts on the surrounding road network and intersection capacity and must:
- (a) Include detailed provisions of loading/unloading and access arrangement;
 - (b) demonstrate that sufficient car parking has been provided in accordance with the car parking rates approved under Condition B5 below, and details to promote non-car travel modes;
 - (c) have specific regard to the scope and timing of road infrastructure works in the surrounding road network; and
 - (d) verify that the development is generally consistent with the traffic volumes for the Concept Proposal.
- B5. Car parking must be provided in accordance with the following rates, unless evidence is provided in accordance with the car parking requirements contained in the latest version of Part 12.1 of Fairfield Citywide Development Control Plan 2013:
- (a) 1 space per 300m² of industrial/warehouse GFA;
 - (b) 1 space per 40m² of office GFA; and
 - (c) 2 disabled spaces for every 100 car parking spaces.
- B6. To ensure that potential conflicts between heavy vehicles and light vehicles are minimised, future development applications must include details demonstrating satisfactory arrangements have been made to separate heavy and light vehicle movements.
- B7. To ensure that sustainable transport modes are supported, all future development applications proposing the construction of new industrial/warehouse buildings must include a Sustainable Travel Plan (STP). All STP's must identify the pedestrian and cyclist facilities proposed to service the proposed industrial/warehouse buildings.
- B8. Future development applications must provide bicycle racks, and amenity and change room facilities for cyclists in accordance with *Planning Guidelines for Walking and Cycling* (December 2004, NSW Department of Infrastructure, Planning and Natural Resources, Roads and Traffic Authority).

BUSHFIRE PROTECTION

- B9. Future development applications for industrial/warehouse buildings must demonstrate compliance with the relevant provisions of the latest version of Planning for Bush Fire Protection (PBP) and the asset protection zones recommended in the *Bushfire Protection Assessment for the Proposed Gazcorp Industrial Estate*, prepared by Australian Bushfire Protection Planners Pty Ltd, dated April 2013.
- B10. Future development applications for industrial/warehouse buildings must demonstrate compliance with AS 3959-2009 *Bushfire Construction Standard* as recommended in the *Bushfire Protection Assessment for the Proposed Gazcorp Industrial Estate*, prepared by Australian Bushfire Protection Planners Pty Ltd, dated April 2013.
- B11. Future development applications must demonstrate compliance with the following sections of RFS's *Planning for Bushfire Protection 2006*:
- (a) section 4.2.7 for internal road access;
 - (b) section 4.2.7 for water, electricity and gas; and
 - (c) appendix 5 for landscaping.

- B12. Future development applications must include an Emergency/Evacuation Plan prepared in accordance with *A Guide to Developing a Bush Fire Emergency Management and Evacuation Plan* (NSW Rural Fire Service, December 2014).

NOISE AND VIBRATION

- B13. Future Development applications must include a noise assessment identifying the noise and vibration impacts associated with the construction and operation of future industrial/warehouse buildings. The assessment must also identify whether appropriate acoustic amenity can be achieved at surrounding sensitive receivers and identify all mitigation measures, such as noise barriers, necessary to achieve compliance with the requirements of the project specific noise levels identified in Condition A13.

OUTDOOR LIGHTING

- B14. Future development applications must demonstrate how the development intends to comply with *AS/N21158.3:1999 Pedestrian Area (Category P) Lighting* and *A54282: 1997 Control of Obtrusive Effects of Outdoor Lighting*.

SIGNAGE

- B15. Future development applications must include details of any external advertising signage and demonstrate compliance with the requirements of Condition A10 and *State Environmental Planning Policy No. 64 - Advertising and Signage*.

ROAD INFRASTRUCTURE

- B16. Future development applications must ensure the design of any road infrastructure is consistent with the approved plans listed in **Appendix 1**.

REFLECTIVITY

- B17. The visible light reflectivity from building materials used in the façades of the buildings must not exceed 20 per cent and must be designed so as to minimise glare. A report demonstrating compliance with these requirements is to be submitted to the satisfaction of the Certifying Authority for each future industrial/warehouse building prior to the issue of the relevant Construction Certificate.

TRANSMISSION LINE EASEMENT

- B18. As part of future development applications for industrial/warehouse buildings located adjacent to the TransGrid Easement, the Applicant must demonstrate that the design of the development allows accumulated stormwater to drain away from the TransGrid easement.
- B19. Plans accompanying future development applications are required to clearly depict, to scale, both the 20-metre exclusion zone around each transmission tower and the TransGrid easement to a width of 60 metres.

STORMWATER MANAGEMENT

- B20. Future development applications must demonstrate that the design of the development is consistent with:
- (a) *Proposed Industrial Development 813-913 Wallgrove Rd, Horsley Park – Stormwater Concept Plan*, version C, report no X122584-01C, prepared by Calibre Consulting, dated April 2015;
 - (b) *813-913 Wallgrove Road, Horsley Park Regional Hydraulic Modelling and Impact Report*, report no R.M20101.001.01, prepared by BMT WGM, dated March 2015; and
 - (c) *Fairfield City Council Stormwater Management Policy September 2017*

WASTE

- B21. Future development applications must include a Waste Management Plan which:
- (a) details the type and quantity of waste to be generated during construction and operation of the development;
 - (b) describes the handling, storage and disposal of all waste streams generated on site, consistent with the *Protection of the Environment Operations Act 1997*, *Protection of the Environment Operations (Waste) Regulation 2014* and the *Waste Classification Guideline* (Department of Environment, Climate Change and Water, 2009);
 - (c) identifies waste storage area(s) on a site plan(s); and
 - (d) details the materials to be reused or recycled, either on or off site.

LANDSCAPING

- B22. Future development applications must include a detailed landscape plan consistent with:

- (a) *813-913 Wallgrove Road Eastern Creek – Landscape Masterplan DA Submission*, version B, prepared by Site Image Landscape Architects, dated 9 August 2013; and
- (b) *813-913 Wallgrove Road Eastern Creek – Landscape Masterplan Amendments: Supplementary Submission for Gazcorp Pty Ltd*, drawing no. MPA02, dated 24 February 2015.

URBAN DESIGN

- B23. Future development applications must demonstrate compliance with *Urban Design Guidelines – Momentum M7, 813-913 Wallgrove Rd, Eastern Creek*, version 4, prepared by MBMO, dated 18 October 2013.

CIVIL WORKS

- B24. Future development applications must demonstrate the design of the development is consistent with *Gazcorp Industrial Estate, Wallgrove Road, Horsley Park – Earthworks & Road Design*, version 3, project no. X12254, drawing no. 101-102, 201-202, 601-603 and 701-702, dated 05 December 2014, prepared by Brown Consulting.

AIR QUALITY

- B25. Future development applications must include an Air Quality Impact Assessment which has been prepared by a suitably qualified expert.

WESTERN SYDNEY FREIGHT LINE CORRIDOR

- B26. Prior to the lodgement of any future development application, the Applicant is required to undertake consultation with TfNSW regarding the future Western Sydney Freight Line. Evidence of consultation with TfNSW is required to be submitted with the development application and all reasonable advice from TfNSW is required to be incorporated into the proposed development.

PART C CONDITIONS OF CONSENT FOR THE STAGE 1 DA

OBLIGATION TO MINIMISE HARM TO THE ENVIRONMENT

- C1. In addition to meeting the specific performance measures and criteria in this consent, all reasonable and feasible measures must be implemented to prevent, and if prevention is not reasonable and feasible, minimise, any material harm to the environment that may result from the construction and operation of the development, and any rehabilitation required under this consent.

TERMS OF CONSENT

- C2. The development may only be carried out:
- (a) in compliance with the conditions of this consent;
 - (b) in accordance with all written directions of the Planning Secretary;
 - (c) in accordance with the EIS and Response to Submissions (RtS);
 - (d) in accordance with the drawings listed in **Appendix 2**; and
 - (e) in accordance with the management and mitigation measures in **Appendix 6**.
- C3. Consistent with the requirements in this consent, the Planning Secretary may make written directions to the Applicant in relation to:
- (a) the content of any strategy, study, system, plan, program, review, audit, notification, report or correspondence submitted under or otherwise made in relation to this consent, including those that are required to be, and have been, approved by the Planning Secretary; and
 - (b) the implementation of any actions or measures contained in any such document referred to in Condition C3(a).
- C4. The conditions of this consent and directions of the Planning Secretary prevail to the extent of any inconsistency, ambiguity or conflict between them and a document listed in Condition C2(c). In the event of an inconsistency, ambiguity or conflict between any of the documents listed in Condition C2(c), the most recent document prevails to the extent of the inconsistency, ambiguity or conflict.

Note: For the purposes of this condition, there will be an inconsistency between documents if it is not possible to comply with both documents, or in the case of a condition of consent or direction of the Planning Secretary, and a document, if it is not possible to comply with both the condition or direction, and the document.

LIMITS OF CONSENT

- C5. Development Consent is granted to the Stage 1 DA as described in Schedule 1 of this consent and the EIS, as amended by the RtS and the conditions contained in this Development Consent.
- C6. This consent lapses five years after the date from which it operates, unless the Development has physically commenced on the land to which the consent applies before that date.
- C7. This consent grants approval for the maximum GFA for Lot 10 as detailed in **Table 4** below:

Table 4: GFA Maximum for Lot 10 (Stage 1 Development)

Land Use	Maximum Total GFA (m ²)
Industrial/Warehouse	42,219
Office	3,006
Total	44,225

NOTIFICATION OF COMMENCEMENT

- C8. The date of commencement of each of the following phases of the Development must be notified to the Department in writing, at least one month before that date:
- (a) construction;
 - (b) operation; and
 - (c) cessation of operations.

EVIDENCE OF CONSULTATION

- C9. Where conditions of this consent require consultation with an identified party, the Applicant must:
- (a) consult with the relevant party prior to submitting the subject document to the Planning Secretary for approval; and

- (b) provide details of the consultation undertaken including:
 - (i) the outcome of that consultation, matters resolved and unresolved; and
 - (ii) details of any disagreement remaining between the party consulted and the Applicant and how the Applicant has addressed the matters not resolved.

STAGING, COMBINING AND UPDATING STRATEGIES, PLANS OR PROGRAMS

C10. With the approval of the Planning Secretary, the Applicant may:

- (a) prepare and submit any strategy, plan or program required by this consent on a staged basis (if a clear description is provided as to the specific stage and scope of the Development to which the strategy, plan or program applies, the relationship of the stage to any future stages and the trigger for updating the strategy, plan or program);
 - (b) combine any strategy, plan or program required by this consent (if a clear relationship is demonstrated between the strategies, plans or programs that are proposed to be combined); and
 - (c) update any strategy, plan or program required by this consent (to ensure the strategies, plans and programs required under this consent are updated on a regular basis and incorporate additional measures or amendments to improve the environmental performance of the Development).
- C11. If the Planning Secretary agrees, a strategy, plan or program may be staged or updated without consultation being undertaken with all parties required to be consulted in the relevant condition in this consent.
- C12. If approved by the Planning Secretary, updated strategies, plans or programs supersede the previous versions of them and must be implemented in accordance with the condition that requires the strategy, plan or program.

PROTECTION OF PUBLIC INFRASTRUCTURE

C13. Before the commencement of construction, the Applicant must:

- (a) consult with the relevant owner and provider of services that are likely to be affected by the Development to make suitable arrangements for access to, diversion, protection and support of the affected infrastructure;
- (b) prepare a dilapidation report identifying the condition of all public infrastructure in the vicinity of the site (including roads, gutters and footpaths); and
- (c) submit a copy of the dilapidation report to the Planning Secretary and Council.

C14. Unless the Applicant and the applicable authority agree otherwise, the Applicant must:

- (a) repair, or pay the full costs associated with repairing, any public infrastructure that is damaged by carrying out the Development; and
- (b) relocate, or pay the full costs associated with relocating, any public infrastructure that needs to be relocated as a result of the Development.

DEMOLITION

C15. All demolition must be carried out in accordance with *Australian Standard AS 2601-2001 The Demolition of Structures* (Standards Australia, 2001).

STRUCTURAL ADEQUACY

C16. All new buildings and structures, and any alterations or additions to existing buildings and structures, that are part of the Development, must be constructed in accordance with the relevant requirements of the NCC.

Note:

- Under Part 6 of the EP&A Act, the Applicant is required to obtain construction and occupation certificates for the proposed building works.
- Part 8 of the EP&A Regulation sets out the requirements for the certification of the development.
- Under section 21 of the Coal Mine Subsidence Compensation Act 2017 (NSW), the Applicant is required to obtain the Chief Executive of Subsidence Advisory NSW's approval before carrying out certain development in a Mine Subsidence District.

COMPLIANCE

C17. The Applicant must ensure that all of its employees, contractors (and their sub-contractors) are made aware of, and are instructed to comply with, the conditions of this consent relevant to activities they carry out in respect of the Development.

OPERATION OF PLANT AND EQUIPMENT

C18. All plant and equipment used on site, or to monitor the performance of the Development must be:

- (a) maintained in a proper and efficient condition; and
- (b) operated in a proper and efficient manner.

EXTERNAL WALLS AND CLADDING

- C19. The external walls of all buildings including additions to existing buildings must comply with the relevant requirements of the NCC.
- C20. Before the issue of a Construction Certificate and an Occupation Certificate, the Applicant must provide the Certifying Authority with documented evidence that the products and systems proposed for use or used in the construction of external walls including finishes and claddings such as synthetic or aluminium composite panels comply with the requirements of the NCC.
- C21. The Applicant must provide a copy of the documentation given to the Certifying Authority under Condition C20 to the Planning Secretary within seven days after the Certifying Authority accepts it.

UTILITIES AND SERVICES

- C22. Before the construction of any utility works associated with the Development, the Applicant must obtain relevant approvals from service providers.
- C23. Before the commencement of operation of the Development, the Applicant must obtain a Compliance Certificate for water and sewerage infrastructure servicing of the site under section 73 of the *Sydney Water Act 1994* (NSW).
- C24. Before the issue of a Subdivision or Construction Certificate for any stage of the Development, the Applicant (whether or not a constitutional corporation) is to provide evidence, satisfactory to the Certifying Authority, that arrangements have been made for:
- (a) the installation of fibre-ready facilities to all individual lots and/or premises in a real estate development project to enable fibre to be readily connected to any premises that is being or may be constructed on those lots; and
 - (b) the provision of fixed-line telecommunications infrastructure in the fibre-ready facilities to all individual lots and/or premises in a real estate development project demonstrated through an agreement with a carrier.
- C25. The Applicant must demonstrate that the carrier has confirmed in writing they are satisfied that the fibre ready facilities are fit for purpose.

EASEMENTS

- C26. The creation of easements for services, rights of carriageway and restrictions as to user are applicable under sections 88A and 88E of the *Conveyancing Act 1919* (NSW), including (but not limited to) the following:
- (a) easements for sewer, water supply and drainage over all public services/infrastructure on private property;
 - (b) drainage easements are to be placed over all subsurface drains and inter allotment drainage, benefiting and burdening the property owners;
 - (c) maintenance of the subsurface drains is to be included in the 88E Instrument;
 - (d) restriction as to user and positive covenant relating to the:
 - (i) on-site detention system/s;
 - (ii) stormwater pre-treatment system/s; and
 - (iii) overland flow path works.

Any sections 88A and 88E Instrument creating restrictions as to user, rights of carriageway or easements which benefit Council shall contain a provision enabling such restrictions, easements or rights of way to be revoked, varied or modified only with the consent of Council.

APPLICABILITY OF GUIDELINES

- C27. References in the conditions of this consent to any guideline, protocol, Australian Standard or policy are to such guidelines, protocols, Standards or policies in the form they are in as at the date of this consent.
- C28. However, consistent with the conditions of this consent and without altering any limits or criteria in this consent, the Planning Secretary may, when issuing directions under this consent in respect of ongoing

monitoring and management obligations, require compliance with an updated or revised version of such a guideline, protocol, Standard or policy, or a replacement of them.

DEVELOPER CONTRIBUTIONS

- C29. The Applicant shall provide all monetary contributions and/or works-in-kind contributions under Subdivision 2 of Division 7 of Part 7 of the EP&A Act, in accordance with the Planning Agreement entered into between the Minister for Planning, Gazcorp Pty Limited (the developer) and Wallgrove Road Industrial Investments Pty Ltd as trustee for Wallgrove Road Unit Trust (the landowner) executed on 25 June 2019 and as attached in **Appendix 4**.
- C30. Before the issue of a construction certificate for any part of the Stage 1 development, a payment equal to 1% of the proposed cost of carrying out the development must be paid to Fairfield City Council under section 7.12 of the EP&A Act.

TRAFFIC AND ACCESS

Construction Traffic Management Plan

- C31. Prior to the commencement of construction, the Applicant must prepare a Construction Traffic Management Plan (CTMP) for the Development to the satisfaction of the Planning Secretary. The CTMP must form part of the CEMP required by Condition D2 and must:
- (a) be prepared by a suitably qualified and experienced person(s);
 - (b) be prepared in consultation with Council and TfNSW;
 - (c) detail the measures that are to be implemented to ensure road safety and network efficiency during construction;
 - (d) detail heavy vehicle routes, access and parking arrangements;
 - (e) detail predicted daily and peak hour construction vehicle movements, types and routes;
 - (f) detail traffic and pedestrian management methods;
 - (g) provide the estimated duration and staging of construction works;
 - (h) detail the access and parking arrangements for construction vehicles to ensure road and site safety, and demonstrate that there will be no queuing on the public road network;
 - (i) provide measures to ensure the unhindered movement of authorised vehicles to the Warragamba to Prospect Pipeline;
 - (j) include a Driver Code of Conduct to:
 - (i) minimise the impacts of earthworks and construction on the local and regional road network;
 - (ii) minimise conflicts with other road users;
 - (iii) minimise road traffic noise; and
 - (iv) ensure truck drivers use specified routes;
 - (k) include a program to monitor the effectiveness of these measures; and
 - (l) if necessary, detail procedures for notifying residents and the community (including local schools), of any potential disruptions to routes.
- C32. The Applicant must:
- (a) not commence construction until the CTMP is approved by the Planning Secretary; and
 - (b) implement the most recent version of the CTMP approved by the Planning Secretary for the duration of construction.

Vehicular Crossing Application

- C33. Prior to the commencement of construction, a vehicular crossing application shall be submitted to and approved by the relevant Roads Authority in accordance with the relevant Roads Authority's requirements and the *Roads Act 1993* (NSW).

Intersection Works

- C34. Prior to the commencement of construction, the Applicant must submit a detailed design of the signalised intersection of the site access (part of the future SLR) and Wallgrove Road. The detailed design must:
- (a) be prepared and endorsed by a suitably qualified engineer;
 - (b) be approved by TfNSW as the roads authority under the *Roads Act 1993* (NSW);

- (c) include detailed civil design plans;
 - (d) include a swept path analysis; and
 - (e) be generally in accordance with the Concept Plan in **Appendix 3** of this consent.
- C35. Prior to commencement of construction of the intersection, the Applicant must enter into a Works Authorisation Deed for the signalised intersection with TfNSW.
- C36. Prior to the issue of any Occupational Certificate, the signalised intersection of the site access and Wallgrove Road must be constructed and approved for use by TfNSW.

Operating Conditions

- C37. The Applicant must provide a minimum of 223 on-site car parking spaces (including at least 5 spaces for people with disabilities at a rate of two per 100 parking spaces) for use during operation of the Development.
- C38. The Applicant must ensure:
- (a) internal roads, driveways and parking (including grades, turn paths, sight distance requirements, aisle widths, aisle lengths and parking bay dimensions) associated with the development are constructed and maintained in accordance with the latest version of *AS 2890.1:2004 Parking facilities Off-street car parking* (Standards Australia, 2004) and *AS 2890.2:2002 Parking facilities Off-street commercial vehicle facilities* (Standards Australia, 2002);
 - (b) the swept path of the longest vehicle entering and exiting the site, as well as manoeuvrability through the site, is in accordance with the relevant Austroads guidelines;
 - (c) the Development does not result in any vehicles queuing on the public road network;
 - (d) heavy vehicles and bins associated with the Development are not parked on local roads or footpaths in the vicinity of the site;
 - (e) all vehicles are wholly contained on site before being required to stop;
 - (f) all loading and unloading of materials is carried out on-site;
 - (g) all trucks entering or leaving the site with loads have their loads covered and do not track dirt onto the public road network;
 - (h) all trucks leaving the site having had access to unpaved or contaminated areas shall depart via a wheel wash facility to prevent mud, dust or debris from being deposited on public roads. A wheel wash facility must be installed prior to the commencement of the removal of fill from the site in accordance with best practice or industry standard; and
 - (i) the proposed turning areas in the car park are kept clear of any obstacles, including parked cars, at all times.
- C39. The Applicant shall provide bicycle racks and amenity and change room facilities for cyclists in accordance with *Planning Guidelines for Walking and Cycling* (NSW Department of Infrastructure, Planning and Natural Resources, Roads and Traffic Authority, December 2004).

Operational Traffic Management Plan

- C40. Prior to the commencement of operation, the Applicant must prepare an Operational Traffic Management Plan (OTMP) for the Development to the satisfaction of the Planning Secretary. The OTMP must form part of the OEMP required by Condition D5 and must:
- (a) be prepared by a suitably qualified and experienced person(s);
 - (b) be prepared in consultation with Council and TfNSW;
 - (c) estimate the numbers and frequency of truck movements, sizes of trucks, vehicle routes and hours of operation;
 - (d) provide measures to ensure the unhindered movement of authorised vehicles to the Warragamba to Prospect Pipeline;
 - (e) detail the access and parking arrangements for operational vehicles to ensure road and site safety, and demonstrate that there will be no queuing on the public road network;
 - (f) include details of proposed truck parking to ensure this is managed in an orderly manner; and
 - (g) include a Driver Code of Conduct that details traffic management measures to be implemented during operation to:
 - (i) minimise impacts of the Development on the local and regional road network;
 - (ii) minimise conflicts with other road users;

- (iii) ensure truck drivers use specified routes and minimise traffic noise during night-time hours; and
- (iv) manage/control pedestrian movements.

C41. The Applicant must:

- (a) not commence operation until the OTMP is approved by the Planning Secretary; and
- (b) implement the most recent version of the OTMP approved by the Planning Secretary for the duration of the Development

Workplace Travel Plan

C42. Prior to the commencement of operation of the Development, the Applicant must prepare a Workplace Travel Plan (WTP) for the Development to the satisfaction of the Planning Secretary. The WTP must form part of the OEMP required by Condition D5 and must:

- (a) be prepared in consultation with TfNSW;
- (b) outline facilities and measures to promote public transport usage, such as car share schemes and employee incentives; and
- (c) describe pedestrian and bicycle linkages and end of trip facilities available on-site.

C43. The Applicant must:

- (a) not commence operation until the WTP is approved by the Planning Secretary; and
- (b) implement the most recent version of the WTP approved by the Planning Secretary for the duration of the Development.

SOILS, WATER QUALITY AND HYDROLOGY

Imported Soil

C44. The Applicant must:

- (a) ensure that only VENM, ENM, or other material approved in writing by EPA is brought onto the site;
- (b) keep accurate records of the volume and type of fill to be used; and
- (c) make these records available to the Department upon request.

Erosion and Sediment Control

C45. Prior to the commencement of any construction or other surface disturbance, the Applicant must install and maintain suitable erosion and sediment control measures on-site, in accordance with the relevant requirements of the *Managing Urban Stormwater: Soils and Construction - Volume 1: Blue Book* (Landcom, 2004) guideline and the Erosion and Sediment Control Plan included in the CEMP required by Condition D2.

Dam Dewatering

C46. Dewatering of the dam shall be carried out so that there are no flows from the Site onto adjoining properties or roadways.

Stormwater Management System

C47. Prior to the commencement of construction, the Applicant must design, install and operate a stormwater management system for the Development. The system must:

- (a) be designed by a suitably qualified and experienced person(s) whose appointment has been endorsed by the Planning Secretary;
- (b) be prepared in consultation with Council;
- (c) be generally in accordance with the conceptual design in the EIS;
- (d) be in accordance with applicable Australian Standards;
- (e) ensure that the system capacity has been designed in accordance with *Australian Rainfall and Runoff* (Engineers Australia, 2016) and *Managing Urban Stormwater: Council Handbook* (EPA, 1997) guidelines; and
- (f) be in accordance with the *Fairfield City Council Stormwater Management Policy September 2017*.

C48. Prior to the commencement of construction, a certificate must be submitted to Certifying Authority, certifying that:

- (a) satisfactory arrangements have been made for the disposal of stormwater;

- (b) the Development will not impede or divert natural surface runoff so as to cause a nuisance to adjoining properties;
 - (c) the drainage system has been designed to an Average Recurrence Interval (ARI) of not less than 5/20/100 years; and
 - (d) the on-site detention system has been designed in accordance with Council's Engineering Guidelines to restrict the total discharge from the site to current discharge for all storms up to and including the 100-year storm event and restrict the peak discharge from the site for the 100 year 9-hour storm event to 140/1/s/ha.
- C49. Before the issue of the final Occupation Certificate, works-as-executed drawings signed by a registered surveyor demonstrating that the stormwater drainage, on-site detention system and finished ground levels have been constructed as approved, must be submitted to the Certifying Authority and Council.
- C50. Prior to the issue of the final Occupation Certificate, works-as-executed drawings signed by a Registered Surveyor are to be submitted to the Certifying Authority and Council to verify that the drainage works have been completed in accordance with the approved plans. The works-as-executed plans shall show in red:
- (a) sufficient levels and dimensions to verify the on-site detention storage volumes;
 - (b) location and surface levels of all drainage pits, weir levels and dimensions;
 - (c) invert levels of the internal drainage lines, orifice plates and outlet control pit;
 - (d) finished floor levels of structures such as units and garages;
 - (e) verification that the orifice plates have been fitted and the diameter of the fitted plates;
 - (f) verification that a trash screen is installed;
 - (g) location and levels of any overland flow paths through the site; and
 - (h) details of any variations made from approved plans.

Flood Management

- C51. All floor levels must be no lower than the 1% Annual Exceedance Probability flood plus 500 mm of freeboard.

Operational Water Management Plan

- C52. Prior to the commencement of operation, the Applicant must prepare an Operational Water Management Plan (OWMP) to the satisfaction of the Planning Secretary. The OWMP must form part of the OEMP required by Condition D5 and must:
- (a) be prepared by a suitably qualified and experienced person(s);
 - (b) be prepared in consultation with Council and DPIE Water;
 - (c) detail water use, metering, disposal and management on-site;
 - (d) contain a Surface Water Management Plan (SWMP), including;
 - (i) a program to monitor:
 - surface water flows and quality;
 - surface water storage and use; and
 - sediment basin operation;
 - (ii) sediment and erosion control plans;
 - (iii) surface water impact assessment criteria, including trigger levels for investigating and potential adverse surface water impacts; and
 - (iv) a protocol for the investigation and mitigation of identified exceedances of the surface water impact assessment criteria.
- C53. The Applicant must:
- (a) not commence operation until the OWMP is approved by the Planning Secretary; and
 - (b) implement the most recent version of the OWMP approved by the Planning Secretary for the duration of the Development.

AIR QUALITY

Dust Minimisation

- C54. The Applicant must take all reasonable steps to minimise dust generated during all works authorised by this consent.
- C55. During construction, the Applicant must ensure that:
- (a) exposed surfaces and stockpiles are suppressed by regular watering;
 - (b) all trucks entering or leaving the site with loads have their loads covered;
 - (c) trucks associated with the Development do not track dirt onto the public road network;
 - (d) public roads used by these trucks are kept clean; and
 - (e) land stabilisation works are carried out progressively on site to minimise exposed surfaces.

AIR QUALITY

- C56. Prior to the commencement of construction works, the Applicant must prepare a Construction Air Quality Management Plan (CAQMP) to the satisfaction of the Planning Secretary. The CAQMP must form part of the CEMP required by Condition D2 and be prepared in accordance with Condition D1. The CAQMP must:
- (a) be prepared by a suitably qualified and experienced person(s);
 - (b) detail and rank all emissions from all sources of the Development, including particulate emissions;
 - (c) demonstrate compliance with the *Protection of the Environment Operations Act 1997* (NSW) and its associated regulations;
 - (d) demonstrate that no offensive odours would be detectable beyond the boundary of the premises;
 - (e) identify the control measures that that will be implemented throughout construction works;
 - (f) describe measures to identify non-compliances and strategic measures to manage any non-compliance; and
 - (g) describe proactive and reactive management strategies.

NOISE

Hours of Work

- C57. The Applicant must comply with the hours detailed in **Table 5**, unless otherwise agreed in writing by the Planning Secretary.

Table 5: *Hours of Work*

Activity	Day	Time
Earthworks and construction	Monday – Friday	7 am to 6 pm
	Saturday	8 am to 1 pm
	Sundays or Public Holidays	No work is permitted
Operation	Monday – Sunday	24 hours

- C58. Works outside of the hours identified in Condition C57 may be undertaken in the following circumstances:
- (a) works that are inaudible at the nearest sensitive receivers;
 - (b) for the delivery of materials required outside these hours by the NSW Police Force or other authorities for safety reasons; or
 - (c) where it is required in an emergency to avoid the loss of lives, property or to prevent environmental harm.

Construction Noise Limits

- C59. The Development must be constructed to achieve the construction noise management levels detailed in *the Interim Construction Noise Guideline* (DECC, 2009) (as may be updated or replaced from time to time). All feasible and reasonable noise mitigation measures must be implemented and any activities that could exceed the construction noise management levels must be identified and managed in accordance with the management and mitigation measures in the **Appendix 6**.

Construction Noise Management Plan

- C60. Prior to the commencement of construction, the Applicant must prepare a Construction Noise Management Plan (CNMP) for the Development to the satisfaction of the Planning Secretary. The CNMP must form part of a CEMP required by Condition D2 and must:
- (a) be prepared by a suitably qualified and experienced noise expert whose appointment has been endorsed by the Planning Secretary;
 - (b) be approved by the Planning Secretary prior to the commencement of construction of each stage of the Development;
 - (c) describe procedures for achieving the noise management levels in EPA's *Interim Construction Noise Guideline* (DECC, 2009) (as may be updated or replaced from time to time);
 - (d) describe the measures to be implemented to manage high noise generating works such as piling, in close proximity to sensitive receivers;
 - (e) include strategies that have been developed with the community for managing high noise generating works; and
 - (f) describe the community consultation undertaken to develop the strategies in (e); and
 - (g) include a complaints management system that would be implemented for the duration of the Development.
- C61. The Applicant must:
- (a) not commence construction of any relevant stage until the CNMP is approved by the Planning Secretary; and
 - (b) implement the most recent version of the CNMP approved by the Planning Secretary for the duration of construction.

Operational Noise Limits

- C62. The Applicant must ensure that noise generated by operation of the Development does not exceed the noise limits in **Table 6**.

Table 6: Noise Limits dB(A)

Location	Day	Evening	Night	Night
	L _{Aeq} (15 minute)	L _{Aeq} (15 minute)	L _{Aeq} (15 minute)	L _{Aeq} (1 minute)
Residential receivers to the south-west	50	50	45	62
Industrial development to the south	50	50		

Note: Noise generated by the Development is to be measured in accordance with the relevant procedures and exemptions (including certain meteorological conditions) of the NSW Industrial Noise Policy (EPA, 1999) (as may be updated or replaced from time to time). Refer to the plan in **Appendix 5** for the location of residential sensitive receivers.

Noise Wall

- C63. The Applicant must:
- (a) complete the noise wall along the southern boundary of the site shown in **Figure 6** in **Appendix 5** within six (6) months of commencing any construction including bulk earthworks.
 - (b) consider the use of noise absorptive material in the construction of the noise wall; and
 - (c) ensure that the design of the noise wall is endorsed by a suitably qualified and experienced noise expert.

Post-Operation Noise Verification Report

- C64. A noise verification report must be submitted to the Department within three months of the commencement of use of the Development. The report must be prepared by a suitably qualified and experienced acoustic consultant and include:
- (a) an analysis of compliance with noise limits specified in Condition C62;
 - (b) an outline of management actions to be taken to address any exceedances of the limits specified in Condition C62; and

- (c) a description of contingency measures in the event management actions are not effective in reducing noise levels to an acceptable level.

C65. The Applicant shall:

- (a) implement best management practice, including all reasonable and feasible measures to prevent and minimise noise and vibration during construction and operation of the Development (including low frequency noise and traffic noise);
- (b) minimise the noise impacts of the Development during adverse meteorological conditions;
- (c) maintain the effectiveness of any noise suppression equipment on plant at all times and ensure defective plant is not used operationally until fully repaired; and
- (d) regularly assess noise monitoring data and relocate, modify and/or stop operations to ensure compliance with the relevant conditions of this consent.

Road Traffic Noise

C66. Prior to the commencement of construction, the Applicant must prepare a Driver Code of Conduct and induction training for the Development to minimise road traffic noise. The Applicant must update the Driver Code of Conduct and induction training for construction and operation and must implement the Code of Conduct for the life of the Development.

VIBRATION

Vibration Criteria

C67. Vibration caused by construction at any residence or structure outside the site must be limited to:

- (a) for structural damage, the latest version of *DIN 4150-3 (1992-02) Structural vibration - Effects of vibration on structures* (German Institute for Standardisation, 1999); and
- (b) for human exposure, the acceptable vibration values set out in the *Environmental Noise Management Assessing Vibration: a technical guideline* (DEC 2006) (as may be updated or replaced from time to time).

C68. Vibratory compactors must not be used closer than 30 metres from residential buildings unless vibration monitoring confirms compliance with the vibration criteria specified in Condition C67.

C69. The limits in Conditions C67 and C68 apply unless otherwise outlined in a CNMP, approved as part of the CEMP required by Condition D2 of this consent.

ABORIGINAL HERITAGE

Aboriginal Cultural Heritage Management Plan

C70. Before the commencement of any clearing or construction works, the Applicant must prepare an Aboriginal Cultural Heritage Management Plan (ACHMP) for the Development to protect and manage 45-5-3684 (WR 1 Prospect), WR2 and the area of archaeological sensitivity next to Reedy Creek to the satisfaction of the Planning Secretary. The ACHMP must form part of the CEMP required by Condition D2 and must:

- (a) be prepared by a suitably qualified and experienced expert in consultation with the Registered Aboriginal Parties;
- (b) be submitted to the satisfaction of the Planning Secretary prior to construction of any part of the Development; and
- (c) describe the measures to protect the Aboriginal artefacts in perpetuity.

C71. The Applicant must:

- (a) not commence construction until the ACHMP is approved by the Planning Secretary; and
- (b) implement the most recent version of the ACHMP approved by the Planning Secretary for the duration of the Development.

Unexpected Finds Protocol

C72. If any item or object of Aboriginal heritage significance, or relic as defined by the *Heritage Act 1977* (NSW) is identified on site:

- (a) all work in the immediate vicinity of the suspected Aboriginal item, object or relic must cease immediately;
- (b) a 10 m wide buffer area around the suspected item or object must be cordoned off; and
- (c) the Heritage Division of the Department of Premier and Cabinet (the former Heritage Division of the OEH) (or in relation to a relic, the Heritage Council) must be contacted immediately.

- C73. Work in the immediate vicinity of the Aboriginal item or object may only recommence in accordance with the provisions of Part 6 of the *National Parks and Wildlife Act 1974* (NSW).

BIODIVERSITY AND BIOSECURITY

- C74. Prior to the issue of a Construction Certificate, the Applicant must prepare a Biodiversity Staging Plan which must:

- (a) be approved by the Planning Secretary;
- (b) detail the proposed staging of site clearing works for the entire development;
- (c) detail the number and type of credits required to be retired for Stage 1, and all subsequent stages proposed in (b);
- (d) ensure the relevant biodiversity credits are retired prior to the corresponding site clearing identified in (b);
- (e) ensure the minimum biodiversity credits to be retired are:
 - i. 173 ecosystem credits for the Biometric Vegetation Type HN529 or HN526 in the Cumberland – Hawkesbury/Nepean IBRA subregions or any adjoining IBRA subregion;
 - ii. 56 ecosystem credits for the either Biometric Vegetation Type HN528 or HN526 in the Cumberland – Hawkesbury/Nepean IBRA subregions or any adjoining IBRA subregion;
 - iii. 30 ecosystem credits for the Biometric Vegetation Type HN526 in the Cumberland – Hawkesbury/Nepean IBRA subregions or any adjoining IBRA subregion; and
 - iv. an additional offset credit calculated based on a habitat polygon created for *Primelea Spicata* within the vegetated south-eastern portion of the site in accordance with the (former) OEH's *Framework for Biodiversity Assessment* (FBA) and the *Biobanking Assessment Methodology 2014* (BBAM);
- (f) detail the proposed methodology for securing the appropriate biodiversity credits; and
- (g) outline the procedure to be followed if the relevant biodiversity credits are not available for purchase, in accordance with Condition C76.

- C75. Prior to the issue of a Construction Certificate, the Applicant must purchase and retire 36 species credits for the species Southern Myotis (*Myotis Macropus* – breeding habitat).

- C76. Should any of the credits required by Condition C74 not be available for purchase, the Applicant must:

- (a) place an expression of interest for the purchase of those credits;
- (b) liaise with Heritage Division of the Department of Premier and Cabinet (former OEH) and Councils to obtain a list of potential sites that meet the requirements for offsetting; and
- (c) consider properties for sale in the required area; or
- (d) provide evidence of why offset sites are not feasible and propose an alternative in an offset strategy to be approved by the Planning Secretary.

Note: If the Applicant seeks a variation to the offset rules, the Applicant must demonstrate that reasonable steps have been taken to find like-for-like offsets in accordance with Section 10.5.4.2 of the FBA and Appendix A of the (former) OEH's *NSW Biodiversity Offsets Policy for Major Projects 2014*

- C77. Prior to the commencement of construction, the Applicant must prepare a Vegetation and Riparian Management Plan (VRMP) for the Development to the satisfaction of the Planning Secretary. The VRMP must form part of the CEMP required by Condition D2 and the OEMP required by Condition D5. The VRMP must:

- (a) be prepared in consultation with Council and DPIE Water;
- (b) be prepared in accordance with the *Guidelines for Vegetation Management Plans on Waterfront Land* (Department of Primary Industries – Office of Water, 2012);
- (c) include a strategy to maintain conservation areas in perpetuity;
- (d) provide for delineation (fencing, bollards or similar) and interpretative signage at an early stage of the Development to prevent inadvertent access to the environmental areas during construction;
- (e) focus on using local provenance where revegetation is planned;
- (f) include a wide range of Cumberland Plain Woodland species to be planted; and
- (g) ensure the welfare of fauna during construction.

C78. The Applicant must:

- (a) not commence construction until the VRMP is approved by the Planning Secretary; and
- (b) implement the most recent version of the VRMP approved by the Planning Secretary for the duration of the Development.

Pests, Vermin and Noxious Weed Management

C79. The Applicant must:

- (a) implement suitable measures to manage pests, vermin and declared noxious weeds on the site; and
- (b) inspect the site on a regular basis to ensure that these measures are working effectively, and that pests, vermin or noxious weeds are not present on site in sufficient numbers to pose an environmental hazard or cause the loss of amenity in the surrounding area.

Note: For the purposes of this condition, noxious weeds are those species subject to an order declared under the Biosecurity Act 2015 (NSW).

HAZARDS AND RISK

C80. The Applicant must store all chemicals, fuels and oils used on-site in accordance with:

- (a) the requirements of all relevant Australian Standards; and
- (b) the NSW EPA's *Storing and Handling of Liquids: Environmental Protection – Participants Manual* if the chemicals are liquids.

C81. In the event of an inconsistency between the requirements of Conditions C80(a) and C80(b), the most stringent requirement must prevail to the extent of the inconsistency.

C82. Prior to the commencement of operation, an Emergency/Evacuation Plan must be prepared for the Development in accordance with *A Guide to Developing a Bush Fire Emergency Management and Evacuation Plan* (NSW Rural Fire Service, December 2014).

Dangerous Goods

C83. The quantities of dangerous goods stored and handled at the site must be below the threshold quantities listed in the Department of Planning's *Hazardous and Offensive Development Application Guidelines – Applying SEPP 33* at all times.

Bunding

C84. The Applicant must store all chemicals, fuels and oils used on-site in appropriately banded areas in accordance with the requirements of all relevant Australian Standards, and/or the EPA's *Storing and Handling of Liquids: Environmental Protection – Participants Handbook*.

WASTE MANAGEMENT

Waste Storage

C85. Prior to the commencement of construction, the Applicant must submit the design of the waste storage area, to the satisfaction of the Planning Secretary. The waste storage area is required to be designed in consultation with Council.

C86. Waste must be secured and maintained within designated waste storage areas at all times and must not leave the site onto neighbouring public or private properties.

Refuse Management Plan

C87. Prior to the commencement of operation, the Applicant must prepare a Refuse Management Plan (RMP) for the Development to the satisfaction of the Planning Secretary. The RMP must form part of the OEMP and be prepared in accordance with Condition D5. The Plan must:

- (a) detail the type and quantity of waste to be generated during operation of the Development;
- (b) describe the handling, storage and disposal of all waste streams generated on site, consistent with the *Protection of the Environment Operations Act 1997* (NSW), *Protection of the Environment Operations (Waste) Regulation 2014* and the *Waste Classification Guideline* (Department of Environment, Climate Change and Water, 2009);
- (c) detail the materials to be reused or recycled, either on or off site; and
- (d) include the Applicant's Management and Mitigation Measures included in **Appendix 6**.

C88. The Applicant must:

- (a) not commence operation until the RMP is approved by the Planning Secretary; and

- (b) implement the most recent version of the RMP approved by the Planning Secretary for the duration of the development.

Statutory Requirements

- C89. All waste materials removed from the site must only be directed to a waste management facility or premises lawfully permitted to accept the materials.
- C90. The Applicant must assess and classify all liquid and non-liquid wastes to be taken off site in accordance with the latest version of EPA's *Waste Classification Guidelines Part 1: Classifying Waste* (EPA, 2014) and dispose of all wastes to a facility that may lawfully accept the waste.
- C91. Waste generated outside the site must not be received at the site for storage, treatment, processing, reprocessing, or disposal.
- C92. The collection of waste generated during operation of the Development must be undertaken between 7am to 10pm Monday to Friday.

CONTAMINATION

- C93. Prior to the commencement of earthworks, the Applicant must prepare an Unexpected Contamination Procedure to ensure that potentially contaminated material is appropriately managed. The procedure must form part of the CEMP in accordance with Condition D2 and must ensure any material identified as contaminated must be disposed off-site, with the disposal location and results of testing submitted to the Planning Secretary, prior to its removal from the site.

VISUAL AMENITY

Landscaping

- C94. Prior to the commencement of operation, the Applicant must prepare a Landscape Management Plan (LMP) for the development to manage the revegetation and landscaping works on site to the satisfaction of the Planning Secretary. The LMP must form part of the OEMP required by Condition D5 and must:
 - (a) detail the species to be planted on-site;
 - (b) ensure landscaping is undertaken as a minimum in accordance with the Landscape Plans prepared by Site Image contained within the EIS and as amended by the RtS and Condition C94(f) below;
 - (c) ensure landscaping is established as early as possible;
 - (d) describe the monitoring and maintenance measures to manage revegetation and landscaping works;
 - (e) be consistent with the Applicant's Management and Mitigation Measures at **Appendix 6**; and
 - (f) where practicable and feasible, provide for landscaping within car parking areas and along access roads that supports tree species which, with appropriate spacing and when mature, will maximise areas of tree canopy.
- C95. The Applicant must:
 - (a) not commence operation until the LMP is approved by the Planning Secretary;
 - (b) must implement the most recent version of the LMP approved by the Planning Secretary; and
 - (c) maintain the landscaping and vegetation on the site in accordance with the approved LMP for the life of the Development.
- C96. Where practicable and feasible, the Applicant shall implement the perimeter landscape treatments prior to the commencement of construction, to ensure sufficient time for the establishment of a landscape buffer.
- C97. Within three months of the commencement of operation, other than the perimeter landscape treatments, the Applicant shall provide evidence to the satisfaction of the Planning Secretary, demonstrating that the landscaping has been implemented in accordance with the LMP.

Offsite Visual Impact Mitigation

- C98. For a period of 12 months from the commencement of operation, the owner of any nearby residential receivers (Lot 2406 DP 1090132, Lot 2405 DP 1090132, Lot 2404 DP 1090132 and Lot 2403 DP 1090132) may ask the Applicant in writing to establish landscape screening on the receivers land to minimise the visual impacts of the Stage 1 development on their residence (including its curtilage).

Upon receiving such a written request from the owner of these residences, the Applicant must implement reasonable landscape screening in consultation with the owner making the request.

The landscape screening must be implemented within 12 months of receiving the written request, unless the Secretary agrees otherwise.

If the Applicant and the owner cannot agree on the measures to be implemented, or there is a dispute about the implementation of these measures, then either party may refer the matter to the Secretary for resolution.

Lighting

C99. The Applicant must ensure the lighting associated with the Development:

- (a) complies with the latest version of AS 4282-1997 - *Control of the obtrusive effects of outdoor lighting* (Standards Australia, 1997); and
- (b) is mounted, screened and directed in such a manner that it does not create a nuisance to surrounding properties or the public road network.

Note: This condition does not apply to temporary construction and safety related signage and fencing.

COMMUNITY ENGAGEMENT

C100. The Applicant must consult with the community regularly throughout the Development, including consultation with the nearby sensitive receivers identified on **Figure 6** in **Appendix 5**, relevant regulatory authorities, Registered Aboriginal Parties and other interested stakeholders.

WATER NSW WARRAGAMBA TO PROSPECT PIPELINES CORRIDOR

C101. Prior to the commencement of construction, a geotechnical investigation must be prepared to confirm that the proposed construction would not adversely affect the integrity of the Pipelines or stability of the embankments within the pipelines corridor.

C102. Adequate temporary and permanent security must be installed to prevent people and vehicles from entering the Warragamba to Prospect Pipelines Corridor.

TRANSMISSION LINE EASEMENT

C103. All works must follow the *Work Near Overhead Power Lines Code of Practice 2006* (WorkCover NSW, 2006).

C104. Any construction and maintenance works within the easement must observe the 6 metre safe approach distance to the exposed conductors when performing work which requires that plant to approach electrical apparatus.

C105. Any work within the easement must be carried out by an accredited person in presence of a safety observer.

C106. Mobile plant is required to be earthed when operated within the easement.

WESTERN SYDNEY FREIGHT LINE CORRIDOR

C107. Prior to the issue of any Construction Certificate, the Applicant must:

- (a) make allowances for the future construction of railways in the vicinity of the approved development, as agreed by TfNSW;
- (b) in consultation with TfNSW, prepare a regime for consultation with and approval by TfNSW for the construction of the building foundations for the development, which may include geotechnical and structural certification;
- (c) provide drawings, reports and other information related to the design, construction and maintenance of the approved development, to TfNSW;
- (d) submit drawings showing ground surface, drainage infrastructure, sub-soil profile and structural design of sub-ground support adjacent to the corridor, to the satisfaction of TfNSW; and
- (e) provide any other information reasonably requested by TfNSW.

C108. Prior to the issue of any Occupation Certificate, relevant works-as-executed drawings must be submitted to TfNSW, in a format agreed to by TfNSW. Works-as-executed drawings must be to the satisfaction of TfNSW.

ADVISORY NOTES

AN1. All licences, permits, approvals and consents as required by law must be obtained and maintained as required for the Development. No condition of this consent removes any obligation to obtain, renew or comply with such licences, permits, approvals and consents.

PART D ENVIRONMENTAL MANAGEMENT, REPORTING AND AUDITING

ENVIRONMENTAL MANAGEMENT

Management Plan Requirements

- D1. Management plans required under this consent must be prepared in accordance with relevant guidelines, and include:
- (a) detailed baseline data;
 - (b) details of:
 - (i) the relevant statutory requirements (including any relevant approval, licence or lease conditions);
 - (ii) any relevant limits or performance measures and criteria; and
 - (iii) the specific performance indicators that are proposed to be used to judge the performance of, or guide the implementation of, the development or any management measures;
 - (c) a description of the measures to be implemented to comply with the relevant statutory requirements, limits, or performance measures and criteria;
 - (d) a program to monitor and report on the:
 - (i) impacts and environmental performance of the development;
 - (ii) effectiveness of the management measures set out pursuant to paragraph (c) above;
 - (e) a contingency plan to manage any unpredicted impacts and their consequences and to ensure that ongoing impacts are reduced to levels below relevant impact assessment criteria as quickly as possible;
 - (f) a program to investigate and implement ways to improve the environmental performance of the development over time;
 - (g) a protocol for managing and reporting any:
 - (i) incident and any non-compliance (specifically including any exceedance of the impact assessment criteria and performance criteria);
 - (ii) complaint;
 - (iii) failure to comply with statutory requirements; and
 - (h) a protocol for periodic review of the plan.

Note: the Planning Secretary may waive some of these requirements if they are unnecessary or unwarranted for particular management plans

CONSTRUCTION ENVIRONMENTAL MANAGEMENT PLAN

- D2. The Applicant must prepare a Construction Environmental Management Plan (CEMP) in accordance with the requirements of Condition D1 and to the satisfaction of the Planning Secretary and in consultation with TfNSW and Council.
- D3. As part of the CEMP required under Condition D2 of this consent, the Applicant must include the following:
- (a) Construction Traffic Management Plan (CTMP) (see Condition C31);
 - (b) Erosion and Sediment Control Plan (see Condition C45);
 - (c) Construction Air Quality Management Plan (CAQMP) (see Condition C56);
 - (d) Construction Noise Management Plan (CNMP) (see Condition C60);
 - (e) Aboriginal Cultural Heritage Management Plan (ACHMP) (see Condition C70);
 - (f) Vegetation and Riparian Management Plan (VRMP) (see Condition C77);
 - (g) Unexpected Contamination Procedure (see Condition C93); and
 - (h) Community Consultation and Complaints Handling.
- D4. The Applicant must:
- (a) not commence construction of the Development until the CEMP is approved by the Planning Secretary; and

- (b) carry out the construction of the Development in accordance with the CEMP approved by the Planning Secretary and as revised and approved by the Planning Secretary from time to time.

OPERATIONAL ENVIRONMENTAL MANAGEMENT PLAN

- D5. The Applicant must prepare an Operational Environmental Management Plan (OEMP) in accordance with the requirements of Condition D1 and to the satisfaction of the Planning Secretary. As part of the OEMP, the Applicant must include the following:
- (a) describe the role, responsibility, authority and accountability of all key personnel involved in the environmental management of the Development;
 - (b) describe the procedures that would be implemented to:
 - (i) keep the local community and relevant agencies informed about the operation and environmental performance of the Development;
 - (ii) receive, handle, respond to, and record complaints;
 - (iii) resolve any disputes that may arise;
 - (iv) respond to any non-compliance; and
 - (v) respond to emergencies.
 - (c) include the following environmental management plans:
 - (i) Operational Traffic Management Plan (OTMP) (see Condition C40)
 - (ii) Workplace Travel Plan (WTP) (see Condition C42);
 - (iii) Operational Water Management Plan (OWMP) (see Condition C52);
 - (iv) Vegetation and Riparian Management Plan (VRMP) (see Condition C77)
 - (v) Refuse Management Plan (RMP) (see Condition C87); and
 - (vi) Landscape Management Plan (LMP) (see Condition C94).
- D6. The Applicant must:
- (a) not commence operation until the OEMP is approved by the Planning Secretary; and
 - (b) operate the Development in accordance with the OEMP approved by the Planning Secretary (and as revised and approved by the Planning Secretary from time to time).

REVISION OF STRATEGIES, PLANS AND PROGRAMS

- D7. Within three months of:
- (a) the submission of an incident report under Condition D9;
 - (b) the submission of a Compliance Monitoring and Reporting Program under Condition D13;
 - (c) the approval of any modification of the conditions of this consent; or
 - (d) the issue of a direction of the Planning Secretary under Condition C2(b) which requires a review,
- the strategies, plans and programs required under this consent must be reviewed, and the Department must be notified in writing that a review is being carried out.
- D8. If necessary, to either improve the environmental performance of the Development, cater for a modification or comply with a direction, the strategies, plans and programs required under this consent must be revised, to the satisfaction of the Planning Secretary. Where revisions are required, the revised document must be submitted to the Planning Secretary for approval within six (6) weeks of the review.

Note: This is to ensure strategies, plans and programs are updated on a regular basis and to incorporate any recommended measures to improve the environmental performance of the development.

REPORTING AND AUDITING

Incident Notification, Reporting and Response

- D9. The Department must be notified in writing to compliance@planning.nsw.gov.au immediately after the Applicant becomes aware of an incident. The notification must identify the development (including the development application number and the name of the development if it has one) and set out the location and nature of the incident. Subsequent notification requirements must be given, and reports submitted in accordance with the requirements set out in **Appendix 7**.

Non-Compliance Notification

- D10. The Department must be notified in writing to compliance@planning.nsw.gov.au within seven days after the Applicant becomes aware of any non-compliance.
- D11. A non-compliance notification must identify the development and the application number for it, set out the condition of consent that the development is non-compliant with, the way in which it does not comply and the reasons for the non-compliance (if known) and what actions have been, or will be, undertaken to address the non-compliance.
- D12. A non-compliance which has been notified as an incident does not need to also be notified as a non-compliance.

Compliance Reporting

- D13. No later than 6 weeks before the date notified for the commencement of construction, a Compliance Monitoring and Reporting Program prepared in accordance with the Compliance Reporting Post Approval Requirements (Department 2018) must be submitted to the Department.
- D14. Compliance Reports of the Development must be carried out in accordance with the Compliance Reporting Post Approval Requirements (Department 2018).
- D15. The Applicant must make each Compliance Report publicly available no later than 60 days after submitting it to the Department and notify the Department in writing at least 7 days before this is done.

Monitoring and Environmental Audits

- D16. Any condition of this consent that requires the carrying out of monitoring or an environmental audit, whether directly or by way of a plan, strategy or program, is taken to be a condition requiring monitoring or an environmental audit under Division 9.4 of Part 9 of the EP&A Act. This includes conditions in respect of incident notification, reporting and response, non-compliance notification and independent environmental auditing.

Note: *For the purposes of this condition, as set out in the EP&A Act, "monitoring" is monitoring of the development to provide data on compliance with the consent or on the environmental impact of the development, and an "environmental audit" is a periodic or particular documented evaluation of the development to provide information on compliance with the consent or the environmental management or impact of the development.*

ACCESS TO INFORMATION

- D17. At least 48 hours before the commencement of construction until the completion of all works under this consent, the Applicant must:
- (a) make the following information and documents (as they are obtained or approved) publicly available on its website:
 - (i) the documents referred to in Condition C2 of this consent and the final layout plans for the development;
 - (ii) all current statutory approvals for the development;
 - (iii) all approved strategies, plans and programs required under the conditions of this consent;
 - (iv) the proposed staging plans for the development if the construction, operation or decommissioning of the development is to be staged;
 - (v) regular reporting on the environmental performance of the development in accordance with the reporting requirements in any plans or programs approved under the conditions of this consent;
 - (vi) a comprehensive summary of the monitoring results of the development, reported in accordance with the specifications in any conditions of this consent, or any approved plans and programs;
 - (vii) a summary of the current stage and progress of the development;
 - (viii) contact details to enquire about the development or to make a complaint;
 - (ix) a complaints register, updated monthly;
 - (x) the Compliance Reporting of the development;
 - (xi) audit reports prepared as part of any independent audit of the development and the Applicant's response to the recommendations in any audit report;
 - (xii) any other matter required by the Planning Secretary; and
 - (b) keep such information up to date, to the satisfaction of the Planning Secretary.

APPENDIX 1 CONCEPT PROPOSAL PLANS

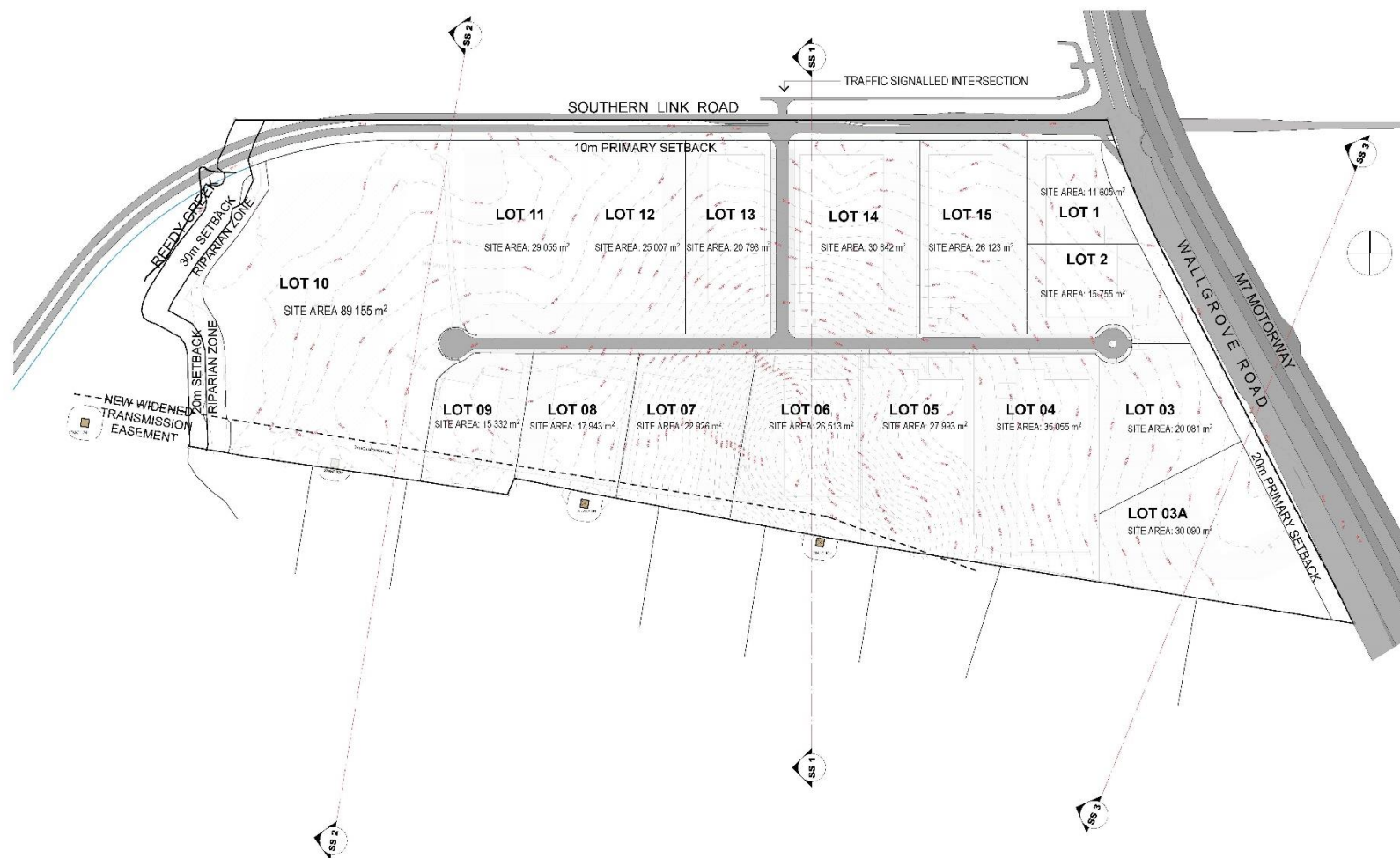
Table 7: Schedule of Approved Plans – Concept Proposal

Architectural Plans prepared by Morris Bray Martin Ollmann Architects		
Drawing	Title	Date
DA-001, Issue F	Site Plan	7/04/2015
DA-002, Issue E	Subdivision Plan	1/04/2015
DA-003, Issue C	Site Section 1	1/04/2015
DA-004, Issue F	Site Section 2	27/04/2015
DA-005, Issue C	Site Section 3	1/04/2015
DA-006, Issue B	Perspectives 1 of 3	1/04/2015
DA-007, Issue A	Perspectives 2 of 3	22/05/2013
DA-008, Issue A	Perspectives 3 of 3	22/05/2013
DA-009, Issue D	Site Areas	27/04/2015

Landscape Plans prepared by Site Image Landscape Architects		
Drawing	Title	Date
MPA01, Issue B	Amended Masterplan	24/02/2015
MPA02, Issue B	Planting Zone Types	24/02/2015
MPA03, Issue B	Indicative Site Entry Treatment	24/02/2015
MPA04, Issue B	Proposed Amended Concept Master Plan	24/02/2015

Civil Plans prepared by Brown Consulting		
Drawing	Title	Date
101, Revision 03	Civil Engineering Plan	5/12/2014
102, Revision 03	Swept Path Analysis	5/12/2014
201, Revision 03	Road No.1&2 Longitudinal & Typical Cross Sections	5/12/2014
202, Revision 03	Road No.3 Longitudinal & Typical Cross Sections	5/12/2014
601, Revision 03	Site Regrading Plan	5/12/2014
602, Revision 03	Site Sections A&B	5/12/2014
701, Revision 03	Sediment and Erosion Control Plan	5/12/2014
702, Revision 03	Sediment and Erosion Control Notes & Details	5/12/2014





NOTES				PROJECT	CLIENT	PROJECT FILE	SUBDIVISION PLAN		
1. THIS PLAN IS A PRELIMINARY PLAN AND IS NOT A FINAL PLAN. IT IS SUBJECT TO APPROVAL BY THE LOCAL GOVERNMENT AND THE NSW GOVERNMENT.				 MORRIS BRAY MARTIN OULMAN 10/10/10	GAZCORP PTY LTD	MOMENTUM M7 813-913 WALLGROVE ROAD EASTERN CREEK NSW			
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513. NS 10/10/10	514. NS 10/10/10	515. NS 10/10/10							

Figure 2: Subdivision Plan

APPENDIX 2 STAGE 1 DA PLANS

Table 8: Schedule of Approved Plans – Stage 1 DA

Architectural Plans prepared by Morris Bray Martin Ollmann Architects		
Drawing	Title	Date
DA-101, Issue F	Site Plan	7/04/2015
DA-102, Issue F	Ground Floor Plan	7/04/2015
DA-103, Issue E	First Floor Plan	24/01/2014
DA-104, Issue D	Roof Plan	15/10/2013
DA-105, Issue D	Elevations	24/01/2014
DA-106, Issue D	Sections	24/01/2014
DA-107, Issue C	Office and Car Park Floor Plan	15/10/2013

Landscape Plans prepared by Site Image Landscape Architects		
Drawing	Title	Date
A001, Issue C	Amended Concept Masterplan	18/03/2015
A002, Issue B	Planting Zone Types	18/03/2015
A003, Issue C	Proposed low level screening	18/03/2015
A004, Issue C	Landscape Plan	18/03/2015
A005, Issue C	Rendered Landscape Plan	18/03/2015

Civil Plans prepared by Brown Consulting		
Drawing	Title	Date
101, Revision 04	Civil Engineering Plan	13/03/2015
102, Revision 04	Swept Path Analysis	13/03/2015
201, Revision 04	Road No.1&2 Longitudinal & Typical Cross Sections	13/03/2015
202, Revision 04	Road No.3 Longitudinal & Typical Cross Sections	13/03/2015
601, Revision 04	Site Regrading Plan	13/03/2015
602, Revision 04	Site Sections A, B & C	13/03/2015
701, Revision 04	Sediment and Erosion Control Plan	13/03/2015
702, Revision 04	Sediment and Erosion Control Notes & Details	13/03/2015



1 LOCATION PLAN

TOILETS CALCULATION

Warehouse	42219-m2				
	calculation				
Male toilet	35.2	35 WC			
	28.2	28 urinals			
	35.2	35 basins			
Female toilet	45.5	47 WC			
	35.2	35 basins			
Note: 1 WC Cubicle to be Ambulant Disabled in each Male & Female Toilet					
Disabled	1 unisex disabled WC + 1 basin + 1 shower				
Office	3095-m2				
	calculation				
Male toilet	7.5	8 WC			
	6.5	6 urinal			
	7.5	7 basins			
Female toilet	10.6	10 WC			
	7.5	7 basins			
Note: 1 WC Cubicle to be Ambulant Disabled in each Male & Female Toilet					
Disabled	1 unisex disabled WC + 1 basin + 1 shower				



MASTER PLAN / SITE PLAN

NOTES:		ARCHITECT		CLIENT		PROJECT		DRAWING TITLE	
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ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.		MOMENTUM M7		813-913 WALGROVE ROAD		EASTERN CREEK NSW		DATE	
ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.		MOMENTUM M7		813-913 WALGROVE ROAD		EASTERN CREEK NSW		DATE	
ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.		MOMENTUM M7		813-913 WALGROVE ROAD		EASTERN CREEK NSW		DATE	
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ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.		MOMENTUM M7		813-913 WALGROVE ROAD		EASTERN CREEK NSW		DATE	
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ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.		MOMENTUM M7		813-913 WALGROVE ROAD		EASTERN CREEK NSW		DATE	

Figure 3: Stage 1 DA Layout

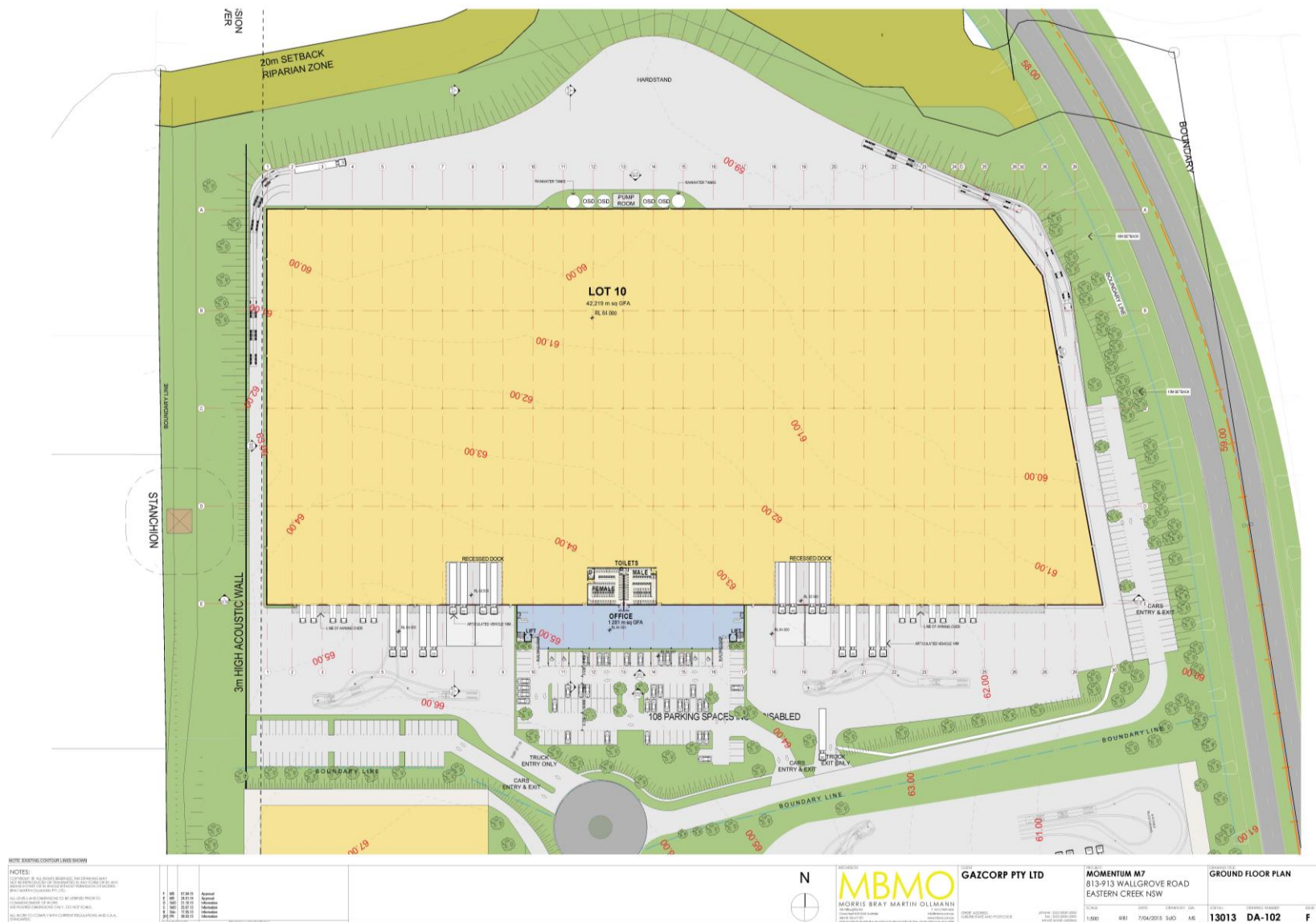


Figure 4: Stage 1 DA Detail



Rendered Landscape Lot 10 Plan - 1:1500 @ A3

Note: Landscape proposals shown on this plan and throughout this report are indicative only and subject to detailed design.



LOT 10 - DA Ammendments | Supplementary Submission Rendered Landscape Plan

Client
Architect
Site Image Job Number

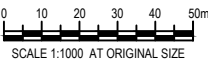
Gazcorp Pty Ltd
Morris Bray Martin Olmann
SS13-2654

Drawing Number
Issue
Date

A 005
C
18.03.2015
Site Image (NSW) Pty Ltd
Level 1, 3-5 Baptist Street Redfern NSW 2010 Australia T +61 2 8332 5600

Figure 5: Stage 1 DA Landscape Plan

APPENDIX 3 WALLGROVE ROAD INTERSECTION UPGRADE CONCEPT PLANS



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CONCEPT LAYOUT

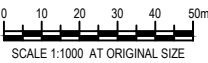


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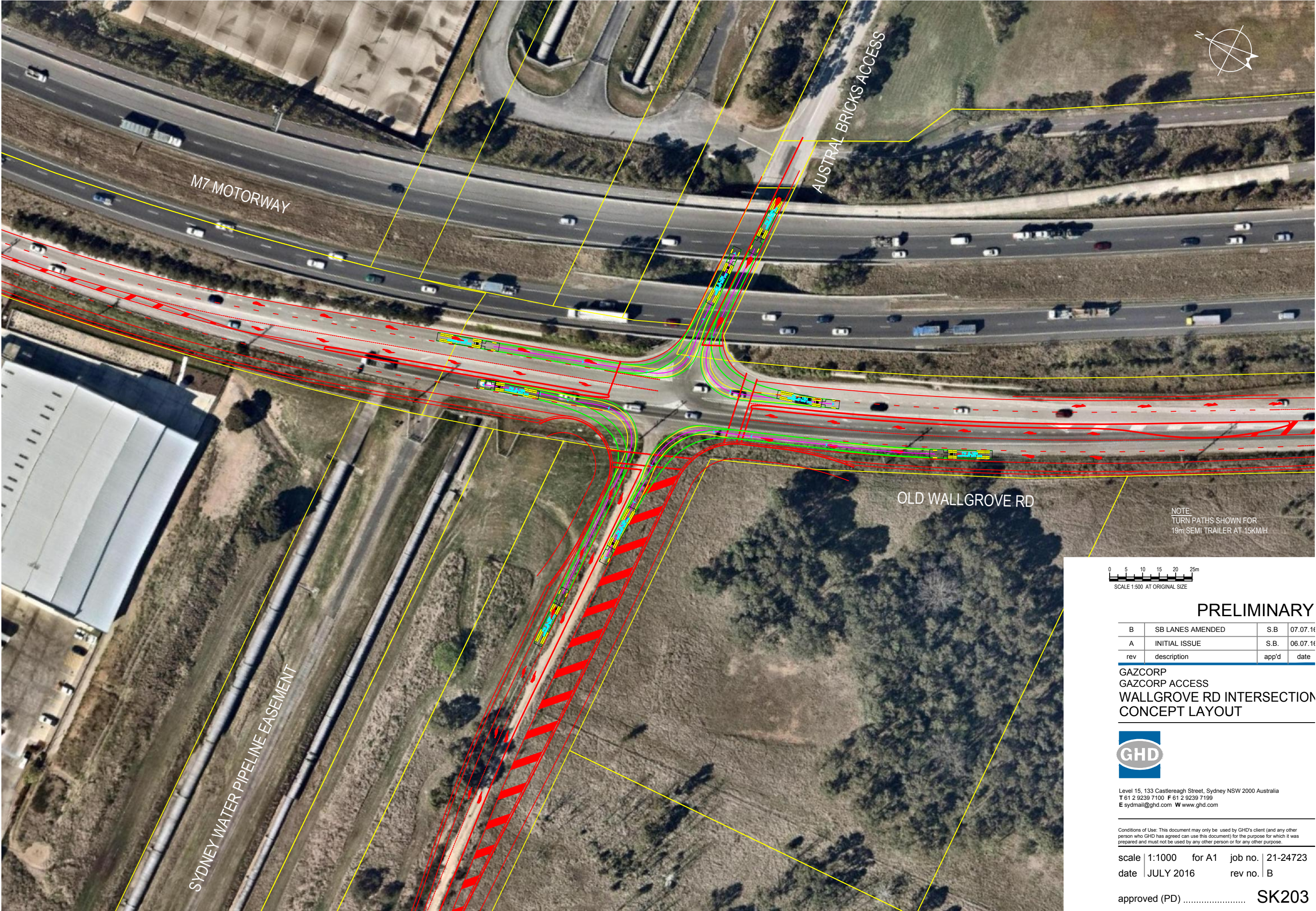


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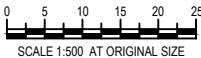
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NOTE:
TURN PATHS SHOWN FOR
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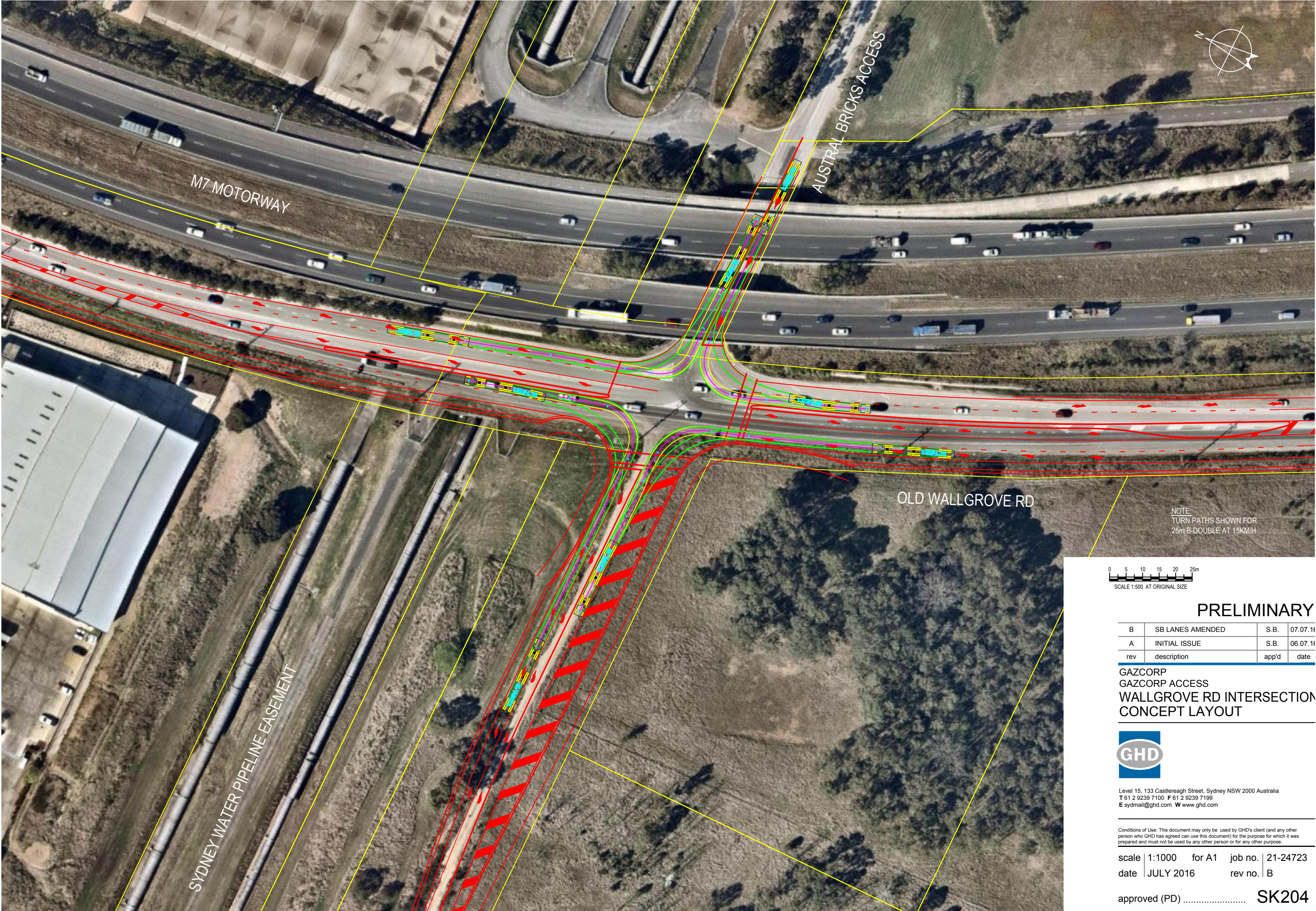


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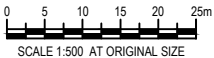
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NOTE:
TURN PATHS SHOWN FOR
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GAZCORP
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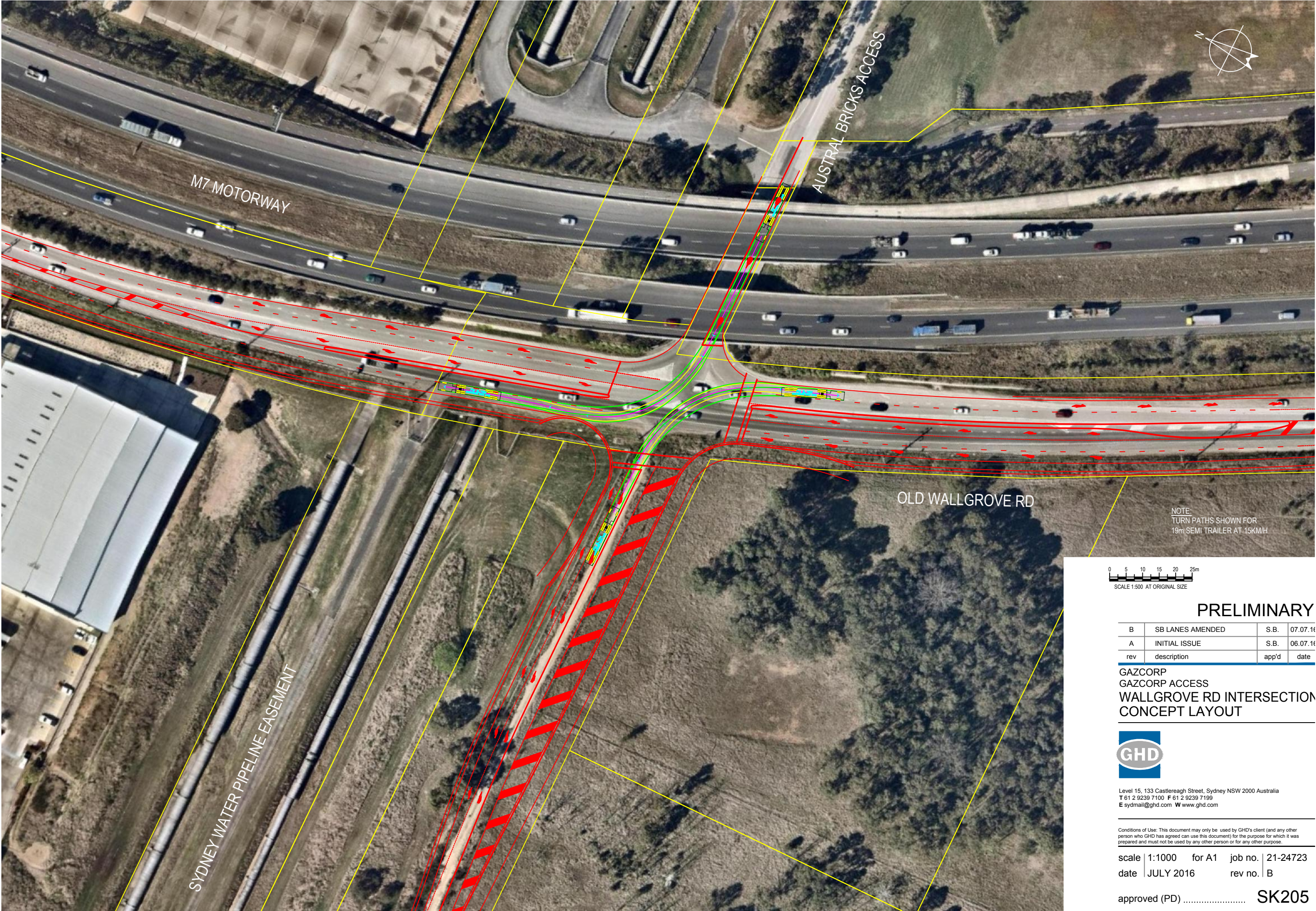


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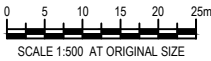
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NOTE:
TURN PATHS SHOWN FOR
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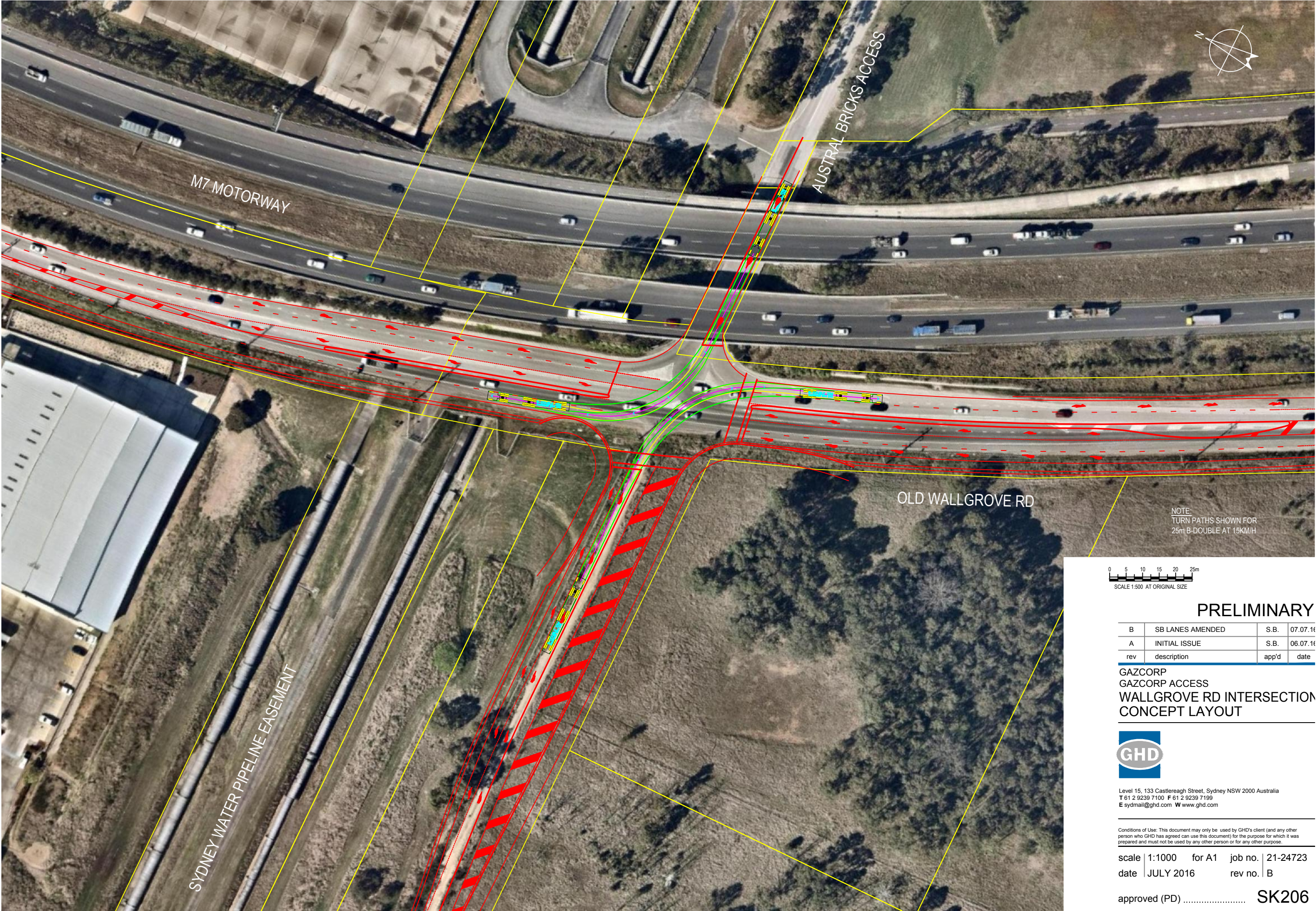


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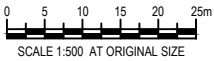
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NOTE:
TURN PATHS SHOWN FOR
25m B-DOUBLE AT 15KM/H



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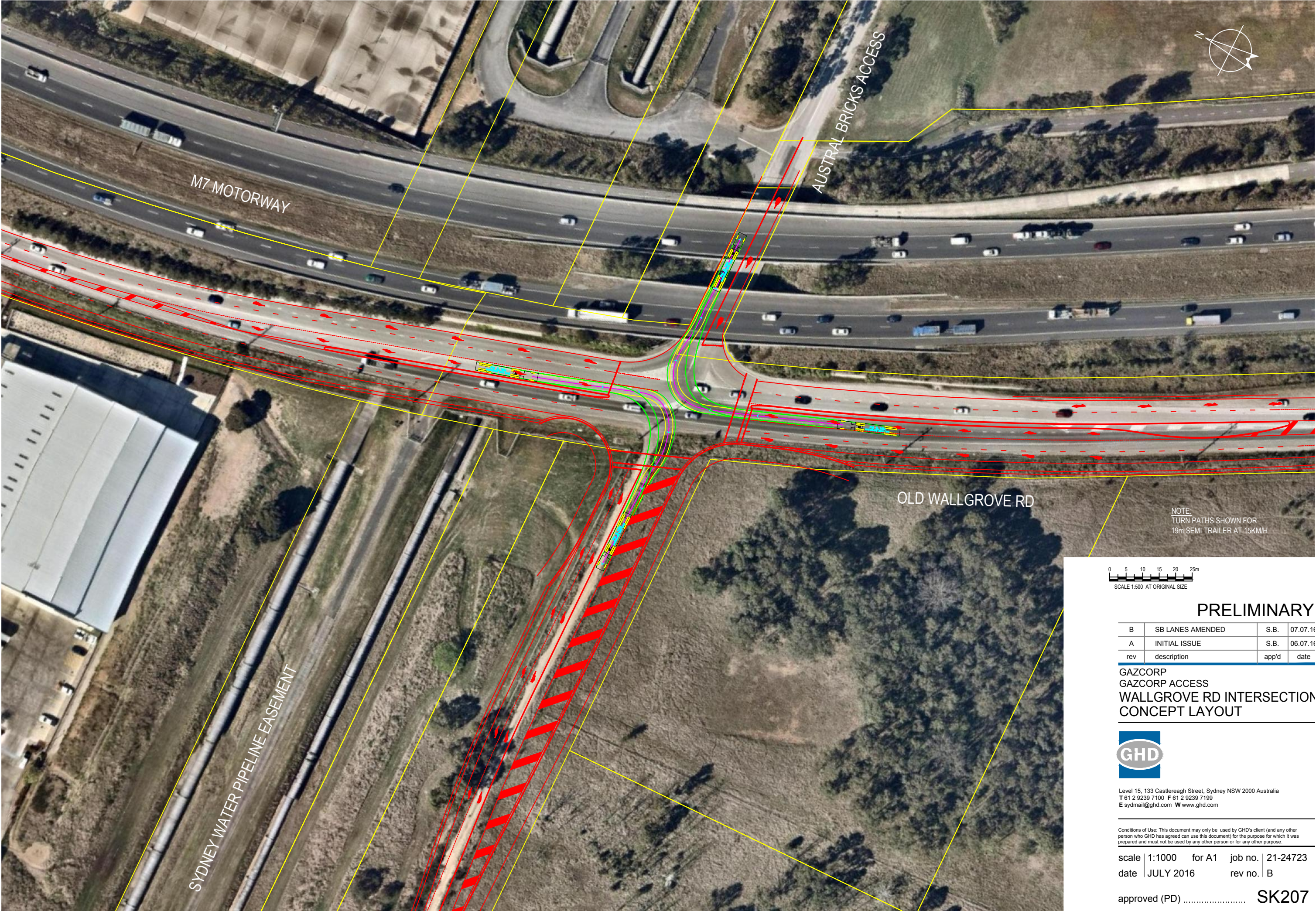


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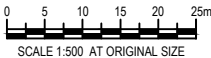
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NOTE:
TURN PATHS SHOWN FOR
19m SEMI TRAILER AT 15KM/H



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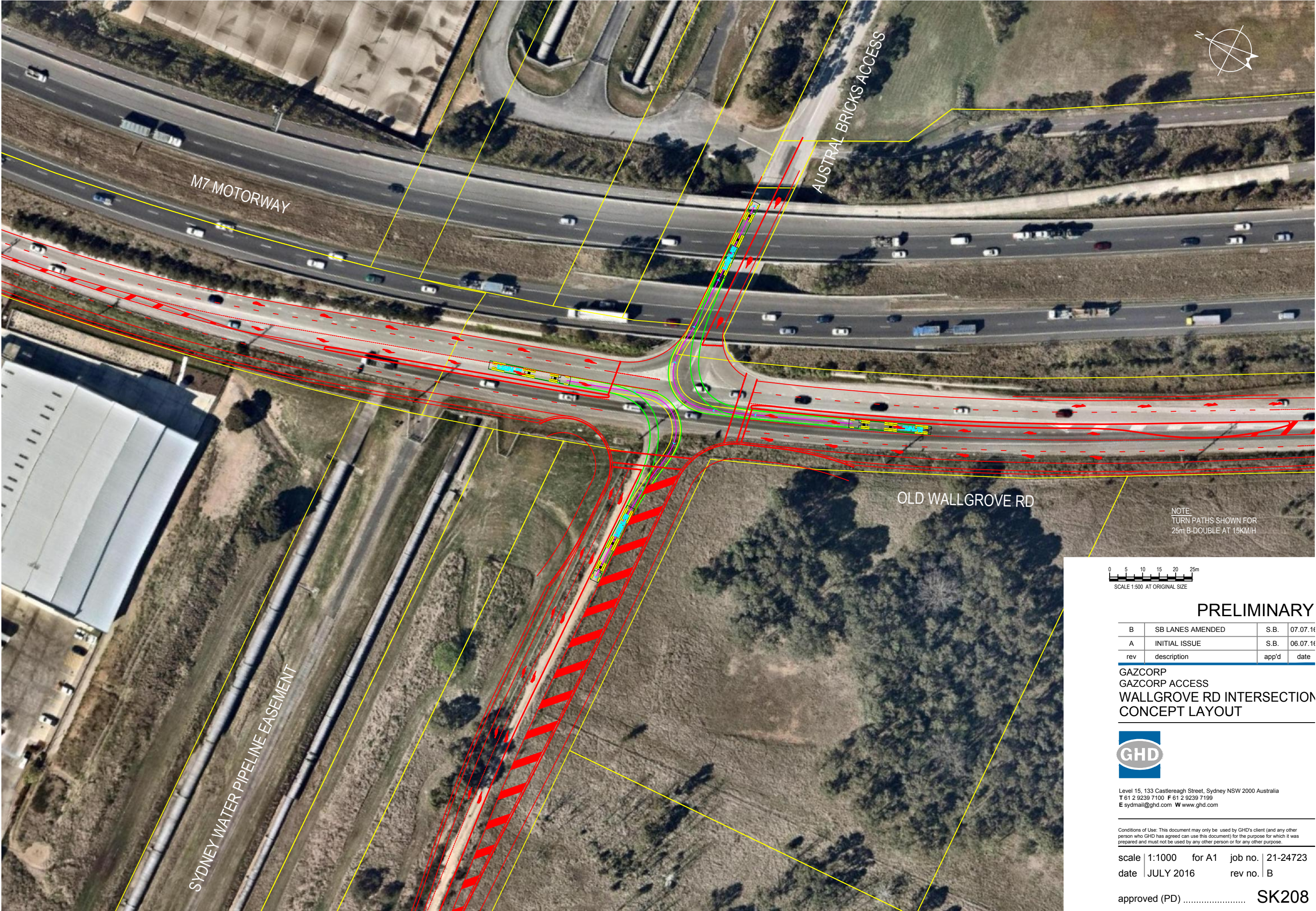


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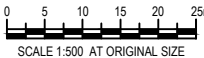
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NOTE:
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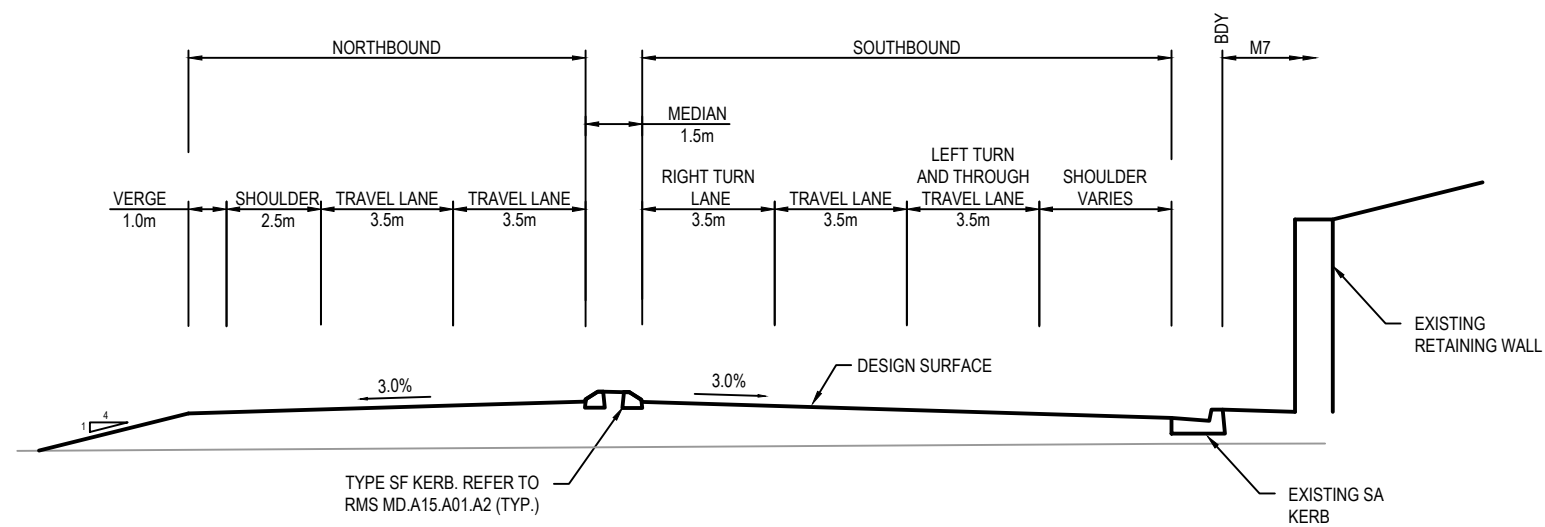


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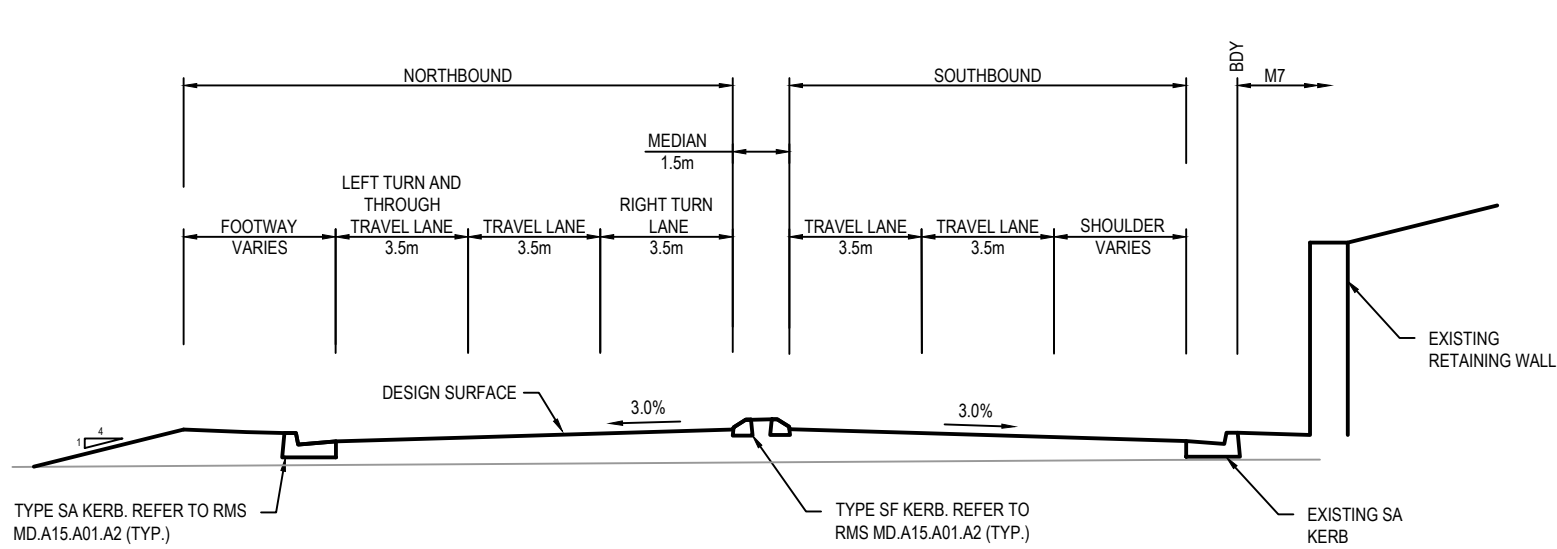
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TYPICAL SECTION - WALLGROVE ROAD (NORTH OF PROPOSED INTERSECTION)
SCALE 1:100



TYPICAL SECTION - WALLGROVE ROAD (SOUTH OF PROPOSED INTERSECTION)
SCALE 1:100



PRELIMINARY

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approved (PD) SK209

APPENDIX 4 PLANNING AGREEMENT

Planning Agreement

Environmental Planning and Assessment Act 1979

813-913 Wallgrove Road

Horsley Park

Minister for Planning (ABN 38 755 709 681)

Gazcorp Pty Limited (ACN 001 696 073)

Wallgrove Road Industrial Investments Pty Limited (ACN 620 789 675) in its capacity as trustee for **Wallgrove Road Unit Trust**



Table of contents

1.	Definitions and interpretation	3
1.1	Definitions.....	3
1.2	Interpretation	9
2.	Operation and application of this deed	10
2.1	Operation.....	10
2.2	Planning agreement under the Act.....	10
2.3	Application	10
3.	Application of sections 7.11, 7.12 and 7.24 of the Act.....	11
4.	Development Contribution	11
4.1	Developer to provide Development Contribution.....	11
4.2	Special Infrastructure Contribution	11
4.3	Acknowledgement by Developer.....	11
5.	Interest.....	12
5.1	Interest for late payment.....	12
6.	Enforcement	12
6.1	Developer to provide Security	12
7.	Registration	12
7.1	Registration of deed	12
7.2	Evidence of registration.....	13
7.3	Release and discharge of deed	13
7.4	Developer's interest in Land.....	13
7.5	Right to lodge caveat	13
8.	Dispute Resolution.....	13
8.1	Not commence	13
8.2	Written notice of dispute	14
8.3	Attempt to resolve.....	14
8.4	Mediation	14
8.5	Court proceedings	14
8.6	Not use information.....	14
8.7	No prejudice	14
9.	GST.....	14
9.1	Definitions.....	14
9.2	Intention of the parties.....	14
9.3	Reimbursement	15
9.4	Consideration GST exclusive.....	15
9.5	Additional Amounts for GST	15
9.6	Non monetary consideration.....	15
9.7	Assumptions	15
9.8	No merger.....	15
10.	Assignment and transfer	15
10.1	Right to assign or novate	15
10.2	Right to transfer Land	16
10.3	Replacement Security	16

11. Capacity.....	17
11.1 General warranties	17
11.2 Power of attorney.....	17
11.3 Trustee Landowner.....	17
12. Reporting requirement.....	18
13. General Provisions	19
13.1 Entire deed	19
13.2 Variation	19
13.3 Waiver.....	19
13.4 Further assurances	19
13.5 Time for doing acts	19
13.6 Governing law and jurisdiction.....	20
13.7 Severance.....	20
13.8 Preservation of existing rights	20
13.9 No merger.....	20
13.10 Counterparts.....	20
13.11 Relationship of parties.....	20
13.12 Good faith	20
13.13 No fetter	20
13.14 Explanatory note.....	20
13.15 Expenses and stamp duty	21
13.16 Notices	21
Schedule 1.....	23
Schedule 2 Address for Service.....	25
Schedule 3 Land.....	26
Schedule 4 Development Contributions.....	27
Schedule 5 Security terms.....	35
Schedule 6 Net Developable Area	37
Annexure A: Site Area Diagram	40
Annexure B: Wallgrove Road Intersection Concept Layout SK201-SK209	41

This deed is dated

25 June 2019 

2019

Parties:

Minister for Planning (ABN 38 755 709 681) of Level 15, 52 Martin Place, Sydney NSW 2000 (Minister)

AND

Gazcorp Pty Limited (ACN 001 696 073) of 10/60 Park Street, Sydney NSW 2000 (Gazcorp)

AND

Wallgrove Road Industrial Investments Pty Limited (ACN 620 789 675) in its capacity as trustee for **Wallgrove Road Unit Trust** of 10/60 Park Street, Sydney, NSW 2000 (Landowner)

Introduction:

- A The Landowner owns the Land.
- B The Developer proposes to carry out the Development on the Land.
- C The Developer has made one or more Development Applications to the Consent Authority in respect of the Development on the Land.
- D Clause 29 of the WSEA SEPP provides that the Consent Authority must not grant Development Consent to the Development unless the Secretary has certified in writing to the Consent Authority that satisfactory arrangements have been made to contribute to the provision of regional transport infrastructure and services referred to in clause 29 of the WSEA SEPP.
- E The Developer has offered to enter into this deed with the Minister to secure the Development Contribution in order to enable the Secretary to provide the certification required by the WSEA SEPP for all stages of the Development.

It is agreed:

1. Definitions and interpretation

1.1 Definitions

In this deed, unless the context clearly indicates otherwise:

Acceptable Contractor means a Construction Contractor which:

- (a) is appointed pursuant to an arm's length competitive tender process which is overseen by and which meets the requirements of the Roads Authority and the Minister; and
- (b) satisfies the requirements of the Roads Authority and RMS for a contractor to construct regional public roads.

Actual Costs means:

- (a) the final certified contract cost paid by the Developer to the Construction Contractor following compliance with all of the Developer's obligations under the relevant Road Works Agreement in respect of the construction of the works comprising the WIK Contribution; and



- (b) the following costs (not exceeding in total an amount that is 15% of the amount in paragraph (a) above) reasonably incurred in the delivery of the WIK Contribution and paid by the Developer to third parties for:
- (i) design of road works, project management, investigations, consultant fees, studies or reports specifically required for the road works;
 - (ii) other matters where the approval of the Minister to the inclusion of such costs has been given in writing to the Developer,
- to the extent that they are reasonable in quantum and do not exceed the Maximum WIK Value.

Acquisition Cost means any loss, cost, expense, fee, charge, tax, rate, fine, Liability or penalty in connection with the acquisition by any person or the transfer to the Minister or to the Nominated Transferee (including any other transfers which occur prior to that transfer) of any land.

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

Actual Costs Determination has the meaning given to that expression in clause 4.5 of Schedule 4 of this deed.

Address for Service means the address of each party appearing in Schedule 2 or any new address notified by any party to all other parties as its new Address for Service.

Approval means any approvals, consents, certificates, permits, endorsements, licences, conditions or requirements (and any modifications or variations to them) which may be required by law or by any Authority in order to carry out a WIK Contribution or the Development.

Associates means all consultants and contractors engaged by or on behalf of the Developer and involved in the Wallgrove Road Upgrade and Intersection Works.

Austral Brick Site means 780 Wallgrove Road, Horsley Park.

Authorisations means any approvals, consents, certificates, permits, endorsements, licences, conditions or requirements which may be required by law for the carrying out of the works the subject of this deed.

Authority means any Federal, State or local government or semi-governmental, statutory, judicial or public person, instrumentality or department.

Bank Guarantee means an irrevocable and unconditional undertaking:

- (c) by an Australian bank which is an eligible financial institution for the purposes of Treasury Circular NSW TC14/01 dated 24 January 2014 as amended, supplemented or substituted from time to time; and
- (d) on terms acceptable to the Minister, in the Minister's absolute discretion,

to pay the face value of that undertaking (being such amount as is required under this deed) on demand.

Base CPI means the CPI number for the quarter ending 31 March 2018.

Business Day means any day that is not a Saturday, Sunday, public holiday or bank holiday in Sydney, and concludes at 5 pm on that day.

CLM Act means the *Contaminated Land Management Act 1997* (NSW).

CPI means the Sydney Consumer Price Index (All Groups) published by the Commonwealth Statistician, or if that index no longer exists, any similar index that the Minister specifies, in his or her sole discretion, for the purposes of this deed.

CPI Adjustment Date means 1 July 2019 and each anniversary of 1 July 2019

Commencement Date means the date this deed commences in accordance with clause 2.1 of this deed.

Consent Authority has the same meaning as in the Act.

Construction Certificate has the same meaning as in the Act.

Construction Contractor means a contractor engaged to deliver the works comprising a WIK Contribution to which this deed relates.

Contamination has the same meaning as in the CLM Act.

Contribution Amount means the amount of a monetary contribution to be paid by the Developer, calculated in accordance with Schedule 4.

Council means Fairfield City Council.

Current CPI means the CPI number for the quarter ending immediately before 31 March in the year in which the relevant adjustment is made.

Developer means Gazcorp and the Landowner, unless otherwise specified in this deed.

Developer's Offer means the Developer's offer to enter into a planning agreement with the Minister made on behalf of the Developer dated March 2018.

Development means the staged development of the Land for the purposes of an industrial estate containing warehouse and distribution related facilities, including as contemplated by:

- a) State Significant Development Application SSD5248; and
- b) any future development applications for that development on the Land.

Development Application has the same meaning as in the Act.

Development Consent has the same meaning as in the Act.

Development Contribution means the total contributions payable by the Developer in relation to the Land under this deed, calculated in accordance with Schedule 4.

Explanatory Note means the note exhibited with a copy of this deed when this deed is made available for inspection by the public pursuant to the Act, as required by the Regulation.

Final Trigger Event has the meaning given to that expression in clause 5.2 of Schedule 4 of this deed.

Final Trigger Event Notice has the meaning given to that expression in clause 5.2 of Schedule 4 of this deed.

General Register of Deeds means the land register maintained under the *Conveyancing Act 1919* (NSW) and so titled.

GST means any form of goods and services tax payable under the GST Legislation.

GST Legislation means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Insurance Bond means an irrevocable and unconditional undertaking:

(a) by an Insurance Company which is an eligible financial institution for the purposes of Treasury Circular NSW TC14/01 dated 24 January 2014 as amended, supplemented or substituted from time to time; and

(b) on terms acceptable to the Minister, in the Minister's absolute discretion,

to pay the face value of that undertaking (being such amount as is required under this deed) on demand.

Insurance Company means an insurance company authorised under the *Insurance Act 1973* and who is subject to prudential supervision by Australian Prudential Regulatory Authority.

Interim Contribution Amount has the meaning given to that expression in clause 5.2 of Schedule 4 of this deed.

Just Terms Act means the *Land Acquisition (Just Terms Compensation) Act 1991*.

Key Road Work Terms has the meaning given to that expression in clause 4.1(d) of Schedule 4 of this deed.

Land means the land described in Schedule 3.

Liabilities means claims, actions, demands, proceedings, losses, costs, expenses, fines, penalties and other liabilities (including legal costs on an indemnity basis).

Maximum WIK Value means the sum of five million three hundred thousand dollars (\$5,300,000).

Mediation Program means the Mediation Program of the Law Society of New South Wales as published on its website and as varied from time to time.

Minister means the Minister for Planning and includes the Secretary and the Secretary's nominee.

Monetary Contribution means the monetary contribution towards regional transport infrastructure and services to be made by the Developer.

Net Developable Area or NDA means the net developable area of the Land or the relevant part of the Land calculated in accordance with Schedule 6 or, in the event of a dispute or ambiguity, as determined by the Secretary.

Offset Credits means the value, as determined in accordance with this deed, of any of the Contribution Amounts which the Developer has delivered in accordance with this deed, which have not been applied to discharge the Developer's obligation to provide a Contribution Amount under clause 2 of Schedule 4

Offset Credits Schedule means a schedule which the Minister has issued under Schedule 4, identifying the value of any Offset Credits at the time at which the schedule is issued.

Other WSEA Obligation means an obligation to make a development contribution relating to the provision of regional transport infrastructure and services on other land (not being the Land) to which the WSEA SEPP applies.

Planning Application means:

- (a) a Development Application; or
- (b) any other application required under the Act,

which seeks approval for the subdivision of the Land for an Urban Lot.

Practical Completion for a WIK Contribution means the point in time in the process of delivering a WIK Contribution at which:

- (a) the works comprising the WIK Contribution (including any associated works necessary for public access) have been completed and are ready for their intended public use and occupation or handover to the Roads Authority, as the case may be, except for minor omissions and minor defects which:
 - (i) have been so identified on a list issued to the Developer by the Roads Authority,
 - (ii) do not impede use of the WIK Contribution by the public for the continuous safe passage of vehicular traffic and pedestrians;
 - (iii) will not prejudice the convenient and safe use of the WIK Contribution during rectification; and
 - (iv) the Roads Authority determines that the Developer has reasonable grounds for not rectifying prior to public use and occupation;
- (b) any inspection and testing requirements of the Roads Authority have been complied with and any other tests necessary to be carried out and passed before the WIK Contribution, or a part of it, is used and occupied by the public or handed over to the Roads Authority have been carried and passed and all test results and conformance data identified by the Roads Authority have been provided to the Roads Authority;
- (c) all relevant requirements of the Roads Authority in respect of the WIK Contribution have been carried out or satisfied;
- (d) all documents, certifications and information required by the Roads Authority, which the Roads Authority considers necessary for the use, operation and maintenance of the WIK Contribution have been provided to the Roads Authority, including all "As- Built" and other drawings, and all original manufacturers' or suppliers' warranties required by the Roads Authority;
- (e) with the approval of the Roads Authority, the Developer has commissioned into operation all plant incorporated into the WIK Contribution and any traffic signalling equipment and has demonstrated to the satisfaction of the Roads Authority that the commissioning has been successful; and
- (f) the Roads Authority has certified in writing that practical completion of the WIK Contribution has been achieved,

unless that expression has been given a different meaning by the Key Road Work Terms, in which case the meaning given by the Key Road Works Terms shall apply.

Real Property Act means the *Real Property Act 1900* (NSW).

Register means the Torrens title register maintained under the Real Property Act.

Regulation means the *Environmental Planning and Assessment Regulation 2000* (NSW).

Relevant Land has the meaning given to that expression in clause 4 of Schedule 4 of this deed.

Residential Accommodation has the same meaning as in the *Standard Instrument (Local Environmental Plans) Order 2006* as at the date of this deed.

RMS means Roads and Maritime Services, a statutory corporation established under the Transport Administration Act 1988 (NSW).

Road Works means the works to be carried out by the Developer pursuant to the Road Works Agreement.

Road Works Agreement means:

- (a) a works authorisation deed (or WAD) or other legally binding agreement between the Developer, as the context requires, or other person acceptable to the Minister and RMS (or other relevant Roads Authority) which governs the delivery of road infrastructure; and
- (b) in the case of a Roads Authority other than RMS, includes an Authorisation granted by the Roads Authority under section 138 of the Roads Act 1993 (NSW) for that road infrastructure instead of such a deed or agreement, if the Secretary, in his or her absolute discretion, has certified that Authorisation in writing as a "Road Works Agreement".

Roads Authority means the Council unless the Minister notifies the Developer in writing otherwise.

Satisfactory Arrangements Certificate means a certificate issued by the Secretary that satisfactory arrangements have been made to contribute to the provision of designated State public infrastructure in accordance with clause 29 of the WSEA SEPP.

Secretary means the Secretary of the Department of Planning and Environment.

Security means a Bank Guarantee for the amount and on the terms specified in Schedule 5.

Site Audit Statement means a site audit statement as defined under the CLM Act which:

- (a) states that the land to which the statement relates is suitable for use as an Educational Establishment; and
- (b) does not specify any conditions or restrictions on the use of the land as an Educational Establishment, unless otherwise agreed by the Minister, acting reasonably.

Southern Link Road means the future road known as the Southern Link Road shown on the Site Area Diagram Plan at Annexure A.

Subdivision Certificate has the same meaning as in the Act.

Tax means a tax, duty (including stamp duty and any other transaction duty), levy, impost, charge, fee (including a registration fee) together with all interest, penalties, fines and costs concerning them.

Wallgrove Road Upgrade and Intersection Works means:

- (a) widening of the approach roads on Wallgrove Road to provide two 3.5m wide through lanes in the northbound and southbound directions as shown in the hatched area on the Site Area Diagram Plan in Annexure A and detailed in the Concept Layout plans SK 201 to SK209 in Annexure B;
- (b) constructing 3.5m wide right turn lanes into the Austral Brick Site and the Development. The access road to the Development will comprise right out and through and left lanes for eastbound traffic and a single lane for westbound traffic. Existing shoulder provision will be replicated on the western road edge side of the widening works including 2.5m shoulder and 1m verge;
- (c) relocation of electrical over wiring to underground, street lighting around the junction and relocation of underground Telstra pits. The works will also include road widening works over the existing Warragamba water pipeline and associated protection works to the pipeline;
- (d) upgrading traffic light signals on Wallgrove Road at the location of the proposed Southern Link Road in the area identified by diagonal lines on the Site Area Diagram Plan in Annexure A;
- (e) upgrading the existing channelized right turn access to the Austral Brick Site underbridge below the M7.

WIK means works-in-kind.

WIK Actual Contribution Report has the meaning given to it in clause 4.5(a) of Schedule 4 of this deed.

WIK Contribution means the design, construction, completion and delivery to the Roads Authority of the Wallgrove Road Upgrade and Intersection Works the subject of a current WIK Notice.

WIK Estimate Notice has the meaning given to that expression in clause 4.3(a) of Schedule 4.

WIK Notice has the meaning given to it in clause 4.1(b) of Schedule 4.

WSEA SEPP means the State Environmental Planning Policy (Western Sydney Employment Area) 2009

1.2 Interpretation

In this deed unless the context clearly indicates otherwise:

- (a) a reference to **this deed** or another document means this deed or that other document and any document which varies, supplements, replaces, assigns or novates this deed or that other document;
- (b) a reference to **legislation** or a **legislative provision** includes any statutory modification, or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- (c) a reference to a **body** or **authority** which ceases to exist is a reference to either a body or authority that the parties agree to substitute for the named body or authority or, failing agreement, to a body or authority having substantially the same objects as the named body or authority;

- (d) a reference to the **introduction**, a **clause**, a **schedule** or an **annexure** is a reference to the introduction, a clause, a schedule or an annexure to or of this deed;
- (e) **clause headings**, the **introduction** and the **table of contents** are inserted for convenience only and do not form part of this deed;
- (f) the **schedules** and **annexures** form part of this deed;
- (g) a reference to a **person** includes a natural person, corporation, statutory corporation, partnership, the Crown or any other organisation or legal entity;
- (h) a reference to a **natural person** includes their personal representatives, successors and permitted assigns;
- (i) a reference to a **corporation** includes its successors and permitted assigns;
- (j) a reference to a right or obligation of a party is a reference to a right or obligation of that party under this deed;
- (k) an **obligation** or **warranty** on the part of 2 or more persons binds them jointly and severally and an obligation or warranty in favour of 2 or more persons benefits them jointly and severally;
- (l) a requirement to do any thing includes a requirement to cause that thing to be done and a requirement not to do any thing includes a requirement to prevent that thing being done;
- (m) **including** and **includes** are not words of limitation;
- (n) a word that is derived from a defined word has a corresponding meaning;
- (o) **monetary amounts** are expressed in Australian dollars;
- (p) the singular includes the plural and vice-versa;
- (q) words importing one gender include all other genders;
- (r) a reference to a thing includes each part of that thing; and
- (s) neither this deed nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.

2. Operation and application of this deed

2.1 Operation

This deed commences on the date that this deed is signed by all the parties.

2.2 Planning agreement under the Act

This deed constitutes a planning agreement within the meaning of section 7.4 of the Act and the parties agree on the matters set out in Schedule 1.

2.3 Application

This deed applies to:

- (a) the Land; and
- (b) the Development.

3. Application of sections 7.11, 7.12 and 7.24 of the Act

The application of sections 7.11, 7.12 and 7.24 of the Act are excluded to the extent stated in Schedule 1.

4. Development Contribution

4.1 Developer to provide Development Contribution

The Developer undertakes to provide, or procure the provision of the Development Contribution to the Minister or the Minister's nominee in accordance with the provisions of Schedule 4 to this deed.

4.2 Special Infrastructure Contribution

- (a) This clause applies where:
 - (i) the Minister determines a special infrastructure contribution (**SIC**) under section 7.24 of the Act for a special contributions area that includes any part of the Land (**SIC Determination**); and
 - (ii) the SIC Determination takes effect on or after the commencement of this deed, but before the Development Contribution has been paid in full.
- (b) If the amount payable by the Developer pursuant to a SIC Determination (**SIC Amount**) for a stage of the subdivision authorised by the relevant Development Consent is less than the Contribution Amount that would otherwise be payable under this deed for that stage, then:
 - (i) the Developer is required to pay only the SIC Amount; and
 - (ii) that amount is to be treated as the relevant Contribution Amount for the purposes of clauses 1, 2 and 4.1 of Schedule 4.
- (c) Clause 4.2(b) applies only to a Contribution Amount that has not been paid and is not due and payable at the time the SIC Determination takes effect. To avoid doubt, the Minister is not required to refund or reimburse any part of the Development Contribution paid before that time.
- (d) In this clause 4.2, a reference to the SIC Amount for a stage of the subdivision authorised by the relevant Development Consent is a reference to the amount of the monetary contribution for that stage calculated in accordance with the SIC Determination, being the amount that would have been payable if the application of section 7.24 of the Act had not been excluded by this deed and the Development Consent had been granted before the SIC Determination took effect.

4.3 Acknowledgement by Developer

The Developer acknowledges and agrees that, subject to section 7.17 of the Act, the Minister:

- (a) has no obligation to use or expend the Development Contribution for a particular purpose despite any provision of this deed to the contrary and has no obligation to repay the Development Contribution; and
- (b) in circumstances where the Development Contribution is transferred to any Authority, has not made any representation or warranty that the Development Contribution will or must be used for a particular purpose by that Authority.

5. Interest

5.1 Interest for late payment

- (a) If the Developer fails to pay a Contribution Amount (as indexed in accordance with Schedule 4) due to the Minister on the due date for payment, the Developer must also pay to the Minister interest at a rate of 2% above the loan reference rate charged by the Commonwealth Bank of Australia from time to time.
- (b) Interest is payable on the daily balance of amounts due from the due date for payment of those amounts until all outstanding amounts (including interest on those amounts) have been paid to the Minister.

6. Enforcement

6.1 Developer to provide Security

The Developer has agreed to provide security to the Minister for the performance of the Developer's obligations under this deed by providing the Security to the Minister in accordance with the terms and procedures set out in Schedule 5.

7. Registration

7.1 Registration of deed

- (a) Within 10 Business Days of receiving a copy of this deed executed by the Minister, the Developer at its own expense is to take all practical steps and otherwise do anything required to procure:
 - (i) the consent of each person, as required by the Registrar-General, who:
 - (A) has an estate or interest in the Land registered under the Real Property Act; or
 - (B) is seized or possessed of an estate or interest in the Land,
 to the registration of this deed on the title to the Land and to the terms of this deed; and
 - (ii) the execution of any documents; and
 - (iii) the production of the relevant certificates of title;
 - (iv) the lodgement of this deed in a registrable form at the NSW Land Registry Services for registration by the Registrar-General in the relevant folio of the Register for the Land, or in the General Register of Deeds if this deed relates to land not under the Real Property Act.
- (b) The Developer will take all practical steps and otherwise do anything reasonably required to procure the registration of this deed within three months of the date of this deed in the relevant folio of the Register for the Land, or in the General Register of Deeds if this deed relates to land not under the Real Property Act, including promptly responding to any requisitions made by the Registrar-General in respect of this deed and/or any ancillary documents.

7.2 Evidence of registration

- (a) The Developer must provide the Minister with evidence of the lodgement of this deed pursuant to clause 7.1(a)(iv) within 10 Business Days of such lodgement at NSW Land Registry Services.
- (b) The Developer will provide the Minister with a copy of the relevant folio of the Register for the Land and a copy of the registered dealing containing this deed within 10 Business Days of receipt of notice of registration of this deed.

7.3 Release and discharge of deed

The Minister agrees to do all things reasonably required by the Developer to release and discharge this deed with respect to all of the Land or any part of the Land as requested by the Developer from time to time upon the Developer satisfying its obligations to make the monetary contribution in accordance with the provisions of Schedule 4.

7.4 Landowner's interest in Land

- (a) The Landowner represents and warrants that it is:
 - (i) the owner of the Land identified in Schedule 3;
 - (ii) legally and beneficially entitled to obtain all consents and approvals and to compel any person referred to in or contemplated by clause 7.1(a)(i) to assist, cooperate and to otherwise do all things necessary for the Developer to comply with its obligations under clause 7 in respect of the Land.

7.5 Right to lodge caveat

- (a) Subject to clause 7.5(b) until such time as this deed is registered on the title of the Land in accordance with clause 7.1, the Developer acknowledges that this deed confers on the Minister an interest in the Land and entitles the Minister to lodge and maintain a caveat on the title to the Land to prevent any dealing in respect of the Land.
- (b) If the Minister lodges a caveat in accordance with clause 7.5(a), then the Minister will do all things reasonably necessary to:
 - (i) ensure that the caveat does not prevent or delay the registration of this deed; and
 - (ii) remove the caveat from the title to the Land promptly, following registration of this deed in accordance with clause 7.1.
- (c) If, after 10 business days of receipt of a copy of this deed executed by the Minister, the Developer has failed or has been unable to achieve the registration of this deed in accordance with clause 7.1 the Developer must pay the Minister's reasonable costs and expenses, including legal costs, of exercising the Minister's rights under clause 7.5(a) to lodge and withdraw a caveat(s) (as applicable).

8. Dispute Resolution

8.1 Not commence

A party must not commence any court proceedings relating to a dispute unless it complies with this clause 8.

8.2 Written notice of dispute

A party claiming that a dispute has arisen under or in relation to this deed must give written notice to the other party specifying the nature of the dispute.

8.3 Attempt to resolve

On receipt of notice under clause 8.2, the parties must endeavour in good faith to resolve the dispute expeditiously using informal dispute resolution processes such as mediation, expert evaluation or other methods agreed by them.

8.4 Mediation

If the parties do not agree within 21 Business Days of receipt of notice under clause 8.2 (or any further period agreed in writing by them) as to:

- (a) the dispute resolution technique and procedures to be adopted;
- (b) the timetable for all steps in those procedures; or
- (c) the selection and compensation of the independent person required for such technique,

the parties must mediate the dispute in accordance with the Mediation Program. The parties must request the president of the Law Society of NSW or the president's nominee to select the mediator and determine the mediator's remuneration.

8.5 Court proceedings

If the dispute is not resolved within 60 Business Days after notice is given under clause 8.2 then any party which has complied with the provisions of this clause 8 may in writing terminate any dispute resolution process undertaken under this clause and may then commence court proceedings in relation to the dispute.

8.6 Not use information

The parties acknowledge the purpose of any exchange of information or documents or the making of any offer of settlement under this clause 8 is to attempt to settle the dispute. No party may use any information or documents obtained through any dispute resolution process undertaken under this clause 8 for any purpose other than in an attempt to settle the dispute.

8.7 No prejudice

This clause 8 does not prejudice the right of a party to institute court proceedings for urgent injunctive or declaratory relief in relation to any matter arising out of or relating to this deed.

9. GST

9.1 Definitions

Words used in this clause that are defined in the GST Legislation have the meaning given in that legislation.

9.2 Intention of the parties

The parties intend that:

- (a) Divisions 81 and 82 of the GST Legislation apply to the supplies made under and in respect of this deed; and

- (b) no additional amounts will be payable on account of GST and no tax invoices will be exchanged between the parties.

9.3 Reimbursement

Any payment or reimbursement required to be made under this deed that is calculated by reference to a cost, expense, or other amount paid or incurred must be limited to the total cost, expense or amount less the amount of any input tax credit to which any entity is entitled for the acquisition to which the cost, expense or amount relates.

9.4 Consideration GST exclusive

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this deed are exclusive of GST. Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purposes of this clause 9.4.

9.5 Additional Amounts for GST

To the extent an amount of GST is payable on a supply made by a party (**Supplier**) under or in connection with this deed (the **GST Amount**), the recipient must pay to the Supplier the GST Amount. However, where a GST Amount is payable by the Minister as recipient of the supply, the Developer must ensure that:

- (a) the Developer makes payment of the GST Amount on behalf of the Minister, including any gross up that may be required; and
- (b) the Developer provides a tax invoice to the Minister.

9.6 Non monetary consideration

Clause 9.5 applies to non-monetary consideration.

9.7 Assumptions

The Developer acknowledges and agrees that in calculating any amounts payable under clause 9.5 the Developer must assume the Minister is not entitled to any input tax credit.

9.8 No merger

This clause does not merge on completion or termination of this deed.

10. Assignment and transfer

10.1 Right to assign or novate

- (a) Prior to a proposed assignment or novation of its rights or obligations under this deed, the party seeking to assign its rights or novate its obligations (**Assigning Party**) must seek the consent of the Minister and:
 - (i) satisfy the Minister (acting reasonably) that the person to whom the Assigning Party's rights or obligations are to be assigned or novated (**Incoming Party**) has sufficient assets, resources and expertise required to perform the Assigning Party's obligations under this deed insofar as those obligations are to be novated to the Incoming Party;
 - (ii) procure the execution of an agreement by the Incoming Party with the Minister on terms satisfactory to the Minister (acting reasonably) under which the Incoming Party

agrees to comply with the terms and conditions of this deed as though the Incoming Party were the Assigning Party; and

- (iii) satisfy the Minister, acting reasonably, that it is not in material breach of its obligations under this deed.
- (b) The Assigning Party must pay the Minister's reasonable legal costs and expenses incurred under this clause 10.1.

10.2 Right to transfer Land

- (a) The Developer must not sell or transfer to another person (**Transferee**) the whole or part of any part of the Land:
 - (i) on which this deed remains registered under section 7.6 of the Act; or
 - (ii) for which the Development Contribution required under this deed remains outstanding.
- (b) Contingent on clause 10.2(a), the Developer may sell or transfer the whole or any part of the Land to a Transferee if prior to the proposed sale or transfer the Developer:
 - (i) satisfies the Minister, acting reasonably, that the proposed Transferee has sufficient assets, resources and expertise required to perform any of the remaining obligations of the Developer under this deed or satisfies the Minister, acting reasonably, that the Developer will continue to be bound by the terms of this deed after the transfer has been effected;
 - (ii) procures the execution of an agreement by the Transferee with the Minister on terms satisfactory to the Minister, acting reasonably, under which the Transferee agrees to comply with the terms and conditions of this deed as though the Transferee were the Developer; and
 - (iii) satisfies the Minister, acting reasonably, that it is not in material breach of its obligations under this deed.
- (c) The Developer must pay the Minister's reasonable legal costs and expenses incurred under this clause 10.2.

10.3 Replacement Security

Provided that:

- (a) the Developer has complied with clauses 10.1 and 10.2; and
- (b) the Transferee or Incoming Party (as the case may be) has provided the Minister with a replacement Security in accordance with the requirements of Schedule 5 and on terms acceptable to the Minister,

the Minister will promptly return the Security to the Developer.

11. Capacity

11.1 General warranties

Each party warrants to each other party that:

- (a) this deed creates legal, valid and binding obligations, enforceable against the relevant party in accordance with its terms; and
- (b) unless otherwise stated, it has not entered into this deed in the capacity of trustee of any trust.

11.2 Power of attorney

If an attorney executes this deed on behalf of any party, the attorney declares that it has no notice of the revocation of that power of attorney.

11.3 Trustee Landowner

- (a) Wallgrove Road Industrial Investments Pty Limited (ACN 620 789 675) (**Trustee**) enters into this deed in its capacity as the trustee for the Wallgrove Road Unit Trust (**Trust**) constituted by a trust deed (**Trust Deed**). The Trustee:
 - (i) warrants that:
 - (A) it is the sole trustee of the Trust and no action has been taken to remove or replace it;
 - (B) entry into this deed is for the benefit of the beneficiaries of the Trust and as trustee it is authorised and empowered under the Trust Deed to enter into and to perform its obligations and satisfy or discharge its liabilities under this deed;
 - (C) it is not in breach of the Trust Deed;
 - (D) it is entitled under the Trust Deed to be indemnified in full in respect of the obligations and liabilities incurred by it under this deed;
 - (E) it is not aware of any reason why the assets of the Trust might be insufficient to satisfy or discharge the obligations and liabilities incurred by it under this deed; and
 - (F) it has the power under the Trust Deed to execute and perform its obligations and discharge its liabilities under this deed and all necessary action has been taken to authorise the execution and performance of this deed under the Trust Deed; and
 - (ii) indemnifies the Minister, and agrees to keep the Minister indemnified, in respect of any loss or liability in any way connected with a breach of a warranty in clause 11.3(a)(i).
- (b) Prior to the Trustee being replaced as the trustee of the Trust in accordance with the Trust Deed:
 - (i) the Trustee must procure that the replacement trustee enters into a new deed with the Minister on the same terms as this deed;

- (ii) the Trustee (as outgoing trustee) must procure an agreement from the Minister, under which the Minister releases the Trustee from the requirement to observe and perform any future obligation under this deed;
 - (iii) the Trustee (as outgoing trustee) must release the Minister, from the requirement to observe and perform any future obligation under this deed; and
 - (iv) the Trustee (as the outgoing trustee) must pay the reasonable costs and expenses of the Minister in relation to entering into a new deed under this clause 11.3(b) and the costs and expenses of registering any new deed on the title to the Land.
- (c) Subject to clause 11.3(e), liability arising under or in connection with this deed (except under or in connection with clause 11.3(a) above) is limited and can be enforced against the Trustee only to the extent to which the Trustee, having sought indemnification to the maximum extent possible, is actually indemnified in respect of that liability out of the assets of the Trust. This limitation of the Trustee's liability extends to all liabilities and obligations of the Trustee in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this deed.
- (d) No party to this deed or any person claiming through or on behalf of them will be entitled to:
- (i) claim from or commence proceedings against the Trustee in respect of any liability in any capacity other than as the trustee of the Trust;
 - (ii) seek the appointment of a receiver, receiver and manager, liquidator, an administrator or any similar office-holder to the Trustee, or prove in any liquidation, administration or arrangement of or affecting the Trustee, except in relation to the assets of the Trust; or
 - (iii) enforce or seek to enforce any judgment in respect of a liability under this deed or otherwise against the Trustee in any capacity other than as Trustee of the Trust,
- except under or in connection with clause 11.3(a) above.
- (e) Notwithstanding any other provision of this deed, clauses 11.3(c) and 11.3(d) do not apply to any obligation or liability of the Trustee to the extent to which there is, in respect of that obligation or liability, whether under the Trust Deed or by operation of law, a reduction in the extent of the Trustee's indemnification, or loss of the Trustee's right of indemnification, out of the assets of the Trust as a result of Trustee's failure to properly perform its duties as trustee of the Trust.
- (f) Nothing in clause 11.3(e) will make the Trustee liable for any claim for an amount greater than the amount which the Minister would have been able to claim and recover from the assets of the Trust in relation to the relevant obligation or liability if the Trustee's right of indemnification, out of the assets of the Trust had not been prejudiced by the failure of the Trustee to properly perform its duties.

12. Reporting requirement

- (a) By 1 September each year or as otherwise agreed with the Secretary, the Developer must deliver to the Secretary a report (in a format acceptable to the Secretary) for the period 1 July to 30 June of the preceding financial year which must include the following matters, as applicable:
 - (i) details of all Development Consents and Subdivision Certificates issued in relation to the Development;

- (ii) a description of the status of the Development including a plan that identifies what parts of the Development have been completed, are under construction and are to be constructed;
 - (iii) a forecast in relation to the anticipated progression and completion of the Development;
 - (iv) a compliance schedule showing the details of all Contribution Amounts provided under this deed as at the date of the report and indicating any non-compliance with this deed and the reason for the non-compliance; and
 - (v) when the Developer expects to lodge the next Planning Application.
- (b) Upon the Secretary's request, the Developer must deliver to the Secretary all documents and other information which, in the reasonable opinion of the Secretary are necessary for the Secretary to assess the status of the Development and the Developer's compliance with this deed.

13. General Provisions

13.1 Entire deed

This deed constitutes the entire agreement between the parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the parties, whether orally or in writing.

13.2 Variation

This deed must not be varied except by a later written document executed by all parties.

13.3 Waiver

A right created by this deed cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

13.4 Further assurances

Each party must promptly execute all documents and do everything necessary or desirable to give full effect to the arrangements contained in this deed.

13.5 Time for doing acts

- (a) If:
 - (i) the time for doing any act or thing required to be done; or
 - (ii) a notice period specified in this deed,expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.
- (b) If any act or thing required to be done is done after 5 pm on the specified day, it is taken to have been done on the following Business Day.

13.6 Governing law and jurisdiction

- (a) The laws applicable in New South Wales govern this deed.
- (b) The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

13.7 Severance

If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this deed without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

13.8 Preservation of existing rights

The expiration or termination of this deed does not affect any right that has accrued to a party before the expiration or termination date.

13.9 No merger

Any right or obligation of any party that is expressed to operate or have effect on or after the completion, expiration or termination of this deed for any reason, does not merge on the occurrence of that event but remains in full force and effect.

13.10 Counterparts

This deed may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

13.11 Relationship of parties

Unless otherwise stated:

- (a) nothing in this deed creates a joint venture, partnership, or the relationship of principal and agent, or employee and employer between the parties; and
- (b) no party has the authority to bind any other party by any representation, declaration or admission, or to make any contract or commitment on behalf of any other party or to pledge any other party's credit.

13.12 Good faith

Each party must act in good faith towards all other parties and use its best endeavours to comply with the spirit and intention of this deed.

13.13 No fetter

Nothing in this deed is to be construed as requiring the Minister to do anything that would cause the Minister to breach any of the Minister's obligations at law and without limitation, nothing in this deed shall be construed as limiting or fettering in any way the discretion of the Minister in exercising any of the Minister's statutory functions, powers, authorities or duties.

13.14 Explanatory note

The Explanatory Note must not be used to assist in construing this deed.

13.15 Expenses and stamp duty

- (a) The Developer must pay its own and the Minister's reasonable legal costs and disbursements in connection with the negotiation, preparation, execution and carrying into effect of this deed.
- (b) The Developer must pay for all reasonable costs and expenses associated with the giving of public notice of this deed and the Explanatory Note in accordance with the Regulation.
- (c) The Developer must pay all Taxes assessed on or in respect of this deed and any instrument or transaction required or contemplated by or necessary to give effect to this deed (including stamp duty and registration fees, if applicable).
- (d) The Developer must provide the Minister with bank cheques, or an alternative method of payment if agreed with the Minister, in respect of the Minister's costs pursuant to clauses 13.15(a) and (b):
 - (i) where the Minister has provided the Developer with written notice of the sum of such costs prior to execution, on the date of execution of this deed; or
 - (ii) where the Minister has not provided the Developer with prior written notice of the sum of such costs prior to execution, within 30 Business Days of demand by the Minister for payment.

13.16 Notices

- (a) Any notice, demand, consent, approval, request or other communication (**Notice**) to be given under this deed must be in writing and must be given to the recipient at its Address for Service by being:
 - (i) hand delivered; or
 - (ii) sent by facsimile transmission; or
 - (iii) sent by prepaid ordinary mail within Australia; or
 - (iv) in the case of a Notice to be given by the Minister or Secretary, sent by email.
- (b) A Notice is given if:
 - (i) hand delivered, on the date of delivery but if delivery occurs after 5pm New South Wales time or a day that is not a Business Day, is taken to be given on the next Business Day;
 - (ii) sent by facsimile and the sending party's facsimile machine reports that the facsimile has been successfully transmitted;
 - (A) before 5 pm on a Business Day, on that day;
 - (B) after 5 pm on a Business Day, on the next Business Day after it is sent; or
 - (C) on a day that is not a Business Day, on the next Business Day after it is sent; or
 - (iii) sent by prepaid ordinary mail within Australia, on the date that is 2 Business Days after the date of posting; or
 - (iv) sent by email:
 - (A) before 5 pm on a Business Day, on that Day;

- (B) after 5 pm on a Business Day, on the next Business Day after it is sent; or
- (C) on a day that it is not a Business Day, on the next Business Day after it is sent,
and the sender does not receive a delivery failure notice.

Schedule 1

Table 1 - Requirements under section 7.4 of the Act (clause 2.2)

The parties acknowledge and agree that the table set out below provides for certain terms, conditions and procedures for the purpose of the deed complying with the Act.

Requirement under the Act	This deed
Planning instrument and/or development application – (section 7.4(1)) The Developer has: (a) sought a change to an environmental planning instrument. (b) made, or proposes to make, a Development Application. (c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.	(a) No (b) Yes (c) No
Description of land to which this deed applies – (section 7.4(3)(a))	See Schedule 3
Description of development to which this deed applies – (section 7.4(3)(b))	See definition of Development in clause 1.1
Description of change to the environmental planning instrument to which this deed applies – (section 7.4(3)(b))	N/A
The scope, timing and manner of delivery of contribution required by this deed – (section 7.4(3)(c))	See Schedule 4
Applicability of sections 7.11 and 7.12 of the Act – (section 7.4(3)(d))	The application of sections 7.11 and 7.12 of the Act is not excluded in respect of the Development.
Applicability of section 7.24 of the Act – (section 7.4(3)(d))	The application of section 7.24 of the Act is excluded in respect of the Development.
Consideration of benefits under this deed if section 7.11 applies – (section 7.4(3)(e))	No
Mechanism for Dispute Resolution – (section 7.4(3)(f))	See clause 8
Enforcement of this deed – (section 7.4(3)(g))	See clause 6 and clause 7
No obligation to grant consent or exercise functions – (section 7.4(10))	See clause 13.13

Table 2 – Other matters

Requirement under the Act	This deed
Registration of the Planning Agreement – (section 7.6 of the Act)	Yes (see clause 7)
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a construction certificate is issued – (clause 25E(2)(g) of the Regulation)	Yes (see clause 3 of Schedule 4)
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before an occupation certificate is issued – (clause 25E(2)(g) of the Regulation)	No
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a subdivision certificate is issued – (clause 25E(2)(g) of the Regulation)	Yes (see clause 3 of Schedule 4)

Schedule 2 Address for Service

(clause 1.1)

Minister

Contact: The Secretary

Address: Department of Planning and Environment
320 Pitt Street
SYDNEY NSW 2000

Email: PlanningAgreements@planning.nsw.gov.au

Gazcorp

Contact: The Directors

Address: Gazcorp Head Office, Level 10, 60 Park St, SYDNEY NSW 2000

Email: michaeld@gazcorp.com

Landowner

Contact: The Directors

Address: Gazcorp Head Office, Level 10, 60 Park St, SYDNEY NSW 2000

Email: michaeld@gazcorp.com

Schedule 3 Land

(clause 1.1)

Lot	Deposited Plan	Folio Identifier
5	24094	5/24094

Schedule 4 Development Contributions

(clause 4)

1. Development Contributions

- (a) The Developer undertakes to provide the Development Contribution to the Minister or their nominee in the manner set out in the table below:

Development Contribution	Value	Timing
Contribution Amount – monetary contribution towards regional transport infrastructure and services	As determined in accordance with clause 2 of this Schedule 4	Pursuant to clause 3 of this Schedule 4
WIK Contribution	As determined in accordance with clause 4 of this Schedule 4	Practical Completion must be achieved within eighteen (18) months of the date of issue of the first Construction Certificate in relation to the Development.

2. Calculation of the value of Development Contribution and Contribution Amounts

- (a) The total value of the Development Contribution (\$X) is the amount equal to the sum represented by "X" in the following formula:

$$X = TN \times D$$

"TN" means the total sum of all Net Developable Areas of the Land.

"D" = \$193,636 as indexed in accordance with (c) of this clause.

- (b) The value of any individual Contribution Amount is equal to the sum represented by "Y" in the following formula:

$$Y = N \times D$$

"N" means the Net Developable Area of the Land in respect of the relevant stage of the Development.

"D" = \$193,636 as indexed in accordance with (c) of this clause.

- (c) On each CPI Adjustment Date the amount represented by "D" in (a) and (b) of this clause is to be adjusted in accordance with the following formula:

"D" = E x the amount equal to the Current CPI divided by the Base CPI.

"E" on 1 July 2019 means the amount of \$193,636, and on each subsequent CPI Adjustment Date E, means the amount represented by D for the immediately preceding CPI Adjustment Date.

3. **Payment of Contribution Amounts**

- (a) The Developer must pay a Monetary Contribution in the amount of the Contribution Amount calculated in accordance with clause 2 (b) of this Schedule 4:
 - (i) prior to each time a Subdivision Certificate is issued or a Construction Certificate is issued (whichever occurs earlier in relation to the then-current stage of the Development); or
 - (ii) if any part of the Development may be carried out without the need for a Subdivision Certificate or Construction Certificate, then on the earlier of the following:
 - (A) commencement of that part of the Development;
 - (B) the issue of a Complying Development Certificate in respect of that part of the Development.
- (b) Where the value of the Offset Credits equals or exceeds the value of that Contribution Amount, the Developer must:
 - (i) satisfy the Minister of that fact; and
 - (ii) obtain an updated Offset Credits Schedule from the Minister showing that the value of the Offset Credits has decreased by the value of that Contribution Amount; or
 - (iii) where the value of the Offset Credits is more than zero but is less than the value of that Contribution Amount:
 - (A) satisfy the Minister of that fact;
 - (B) pay a Monetary Contribution in the amount of the difference; and
 - (C) obtain an updated Offset Credits Schedule from the Minister showing that the value of the Offset Credits has decreased to zero.
- (c) The parties agree that the requirement to make a payment under this clause is:
 - (i) where payment relates to a Subdivision Certificate, a restriction on the issue of the relevant Subdivision Certificate within the meaning of section 6.15 of the Act; and
 - (ii) where the payment relates to a Construction Certificate, a restriction on the issue of the relevant Construction Certificate within the meaning of section 6.4 of the Act.

4. **Works-in-Kind Contribution**

4.1 **WIK Notice**

- (a) The Developer agrees to provide the WIK Contribution in accordance with this deed.
- (b) The Developer must, by written notice to the Minister in accordance with this clause 4, set out the detail of the WIK Contribution that the Developer will carry out instead of providing some or all of the Monetary Contribution, in accordance with this Schedule 4 (**WIK Notice**).
- (c) The Developer must, in the WIK Notice:
 - (i) describe the WIK Contribution which the Developer shall provide, which is to be in accordance with the definition of Wallgrove Road Upgrade and Intersection Works in this deed;

- (ii) specify, for all of the land which is the subject of that WIK Contribution (**Relevant Land**):
 - (A) the title details of that land and a plan showing that land; and
 - (B) the registered proprietor of that land.
- (d) The Developer must, when providing the WIK Notice, also provide:
 - (i) a statement of the key terms which will be incorporated in the proposed Road Works Agreement for the relevant WIK Contribution, including:
 - (A) the nature and amount of security to be provided for the WIK Contribution;
 - (B) the definition of "Practical Completion" for the WIK Contribution, if proposed to be different to the definition given to that term in clause 1.1 of this deed;
 - (C) the process for achieving Practical Completion;

(Key Road Work Terms); and
 - (ii) written evidence:
 - (A) that the Relevant Roads Authority agrees in principle to the provision of the WIK Contribution described in the WIK Notice; and
 - (B) of the Relevant Roads Authority's comments on the Key Road Works Terms as described in the WIK Notice,
- (e) Once the material required under clause 4.1 (d) of Schedule 4 has been provided to the Minister, the following process will apply:
 - (i) the Minister must notify the Developer in writing, within 20 Business Days after receiving a WIK Notice and the material specified in clause 4.1(d)(i) and (ii) of Schedule 4, whether or not the Minister agrees with those Key Road Work Terms;
 - (ii) if the Minister notifies the Developer that the Minister does not agree with those Key Road Work Terms, then the parties must negotiate in good faith and use their best endeavours to agree the Key Road Work Terms; and
 - (iii) if:
 - (A) 40 Business Days (or such other period as the parties may agree in writing) have passed since the Developer provided to the Minister the WIK Notice, the statement of Key Road Work Terms and the material specified in clause 4.1(d)(ii) of Schedule 4;
 - (B) the parties have endeavoured to reach an agreement under clause 4.1(e)(ii) of this Schedule 4 but an agreement has not been reached on the Key Road Work Terms; and
 - (C) the Minister has consulted with the relevant Roads Authority in relation to the Key Road Works Terms and the proposed Road Works Agreement;

the Minister may, within a further 10 Business Days, determine the Key Road Work Terms which must be incorporated in the Road Works Agreement and notify the Developer of this determination in writing.

- (f) For the avoidance of doubt, in determining the Key Road Work Terms in accordance with clause 4.1(e)(iii) or otherwise pursuant to this deed, the Minister cannot require the Developer to provide any further works in addition to the Wallgrove Road Upgrade and Intersection Works.
- (g) The Developer must ensure that any Road Works Agreement with the relevant Roads Authority for that WIK Contribution incorporates the Key Road Work Terms agreed or determined in accordance with clause 4.1(e) of Schedule 4.

4.2 Provision of WIK Contribution

- (a) The delivery of the WIK Contribution and the determination of the value of the Offset Credits attributable to the WIK Contribution will follow a three step process, set out below in clauses 4.3 to 4.5 of this Schedule 4.

4.3 Step 1- Contributions Estimates

- (a) Prior to commencing work for a WIK Contribution and within 90 Business Days of the date on which the Key Road Work Terms are agreed under clause 4.1(e)(i) or clause 4.1(e)(ii), or determined under clause 4.1(e)(iii) of Schedule 4, the Developer must:
 - (i) obtain all necessary Authorisations to carry out the works for the WIK Contribution;
 - (ii) enter into a Road Works Agreement for the WIK Contribution containing the Key Road Work Terms as agreed or otherwise determined in accordance with clause 4.1(e) of Schedule 4;
 - (iii) provide the Minister with a notice (**WIK Estimate Notice**) which sets out:
 - (A) an estimate of the Actual Costs to complete the WIK Contribution including reasonable contingencies;
 - (B) details of:
 - 1. the Authorisations obtained to carry out the works for the WIK Contribution;
 - 2. any security which the relevant Roads Authority requires for the WIK Contribution under the Road Works Agreement; and
 - (iv) provide construction drawings for the WIK Contribution which have been certified and approved by the Roads Authority, RMS and any other relevant public authorities; and
 - (v) provide a copy of the executed Road Works Agreement to the Minister with the WIK Estimate Notice,

unless the Developer is unable to do so for reasons beyond its control, at which time an alternative deadline for the above actions is to be negotiated in good faith and agreed in writing between the parties.

4.4 Step 2 - Delivery - WIK Contribution

- (a) The Developer must:
 - (i) provide to the Minister (for the Minister's review) the proposed Construction Contract for the delivery of the WIK Contribution, which:

- (A) is to be executed by the Developer and an Acceptable Contractor;
- (B) identifies an independent superintendent to oversee the work;
- (C) identifies the terms and conditions applicable to carrying out the construction of the WIK Contribution;
- (D) identifies the proposed contract value for the WIK Contribution; and
- (ii) within 10 Business Days of receiving the Minister's comments on the Construction Contract, provide the Minister with a revised version of the Construction Contract incorporating those comments, for the Minister's approval;
- (iii) within 15 Business Days of receiving the Minister's approval to the proposed Construction Contract, provide the Minister with a copy of that Construction Contract as executed by the Developer and the Acceptable Contractor;
- (iv) comply in all respects with the Road Works Agreement and the Construction Contract;
- (v) notify the Minister if the Developer becomes aware that there has been, or is likely to be, a non-compliance with the Road Works Agreement or the Construction Contract, specifying:
 - (A) the nature of the non-compliance or likely non-compliance; and
 - (B) how and when the Developer will ensure that the non-compliance is rectified or the likely non-compliance is avoided (as the case may be); and
- (vi) give the Minister written notice at least 40 Business Days prior to the date of Practical Completion of the Road Works.

4.5 Step 3 - WIK Reconciliation

- (a) Within 10 Business Days of Practical Completion of a WIK Contribution, the Developer must submit:
 - (i) a report to the Minister (**WIK Actual Contribution Report**) which:
 - (A) provides an itemised breakdown and details of the Actual Costs incurred by the Developer, including accounts for the Actual Costs;
 - (B) shows that the Actual Costs have been reduced by the amount of any input tax credit which the Developer is entitled to claim; and
 - (C) provides a reconciliation of the Actual Costs with the Maximum WIK Value, together with a report by an independent quantity surveyor who is appointed with the consent of the Minister (acting reasonably), which supports that reconciliation and which confirms that it is the opinion of the quantity surveyor that each item of the proposed Actual Costs is reasonable in quantum and was reasonably incurred;
 - (D) a tabulated and indexed folder of tax invoices for, and documentary evidence of the payment of, each of the items which the Developer proposes as Actual Costs;
 - (E) such other information that the Minister requests to enable the Minister to determine the Actual Costs (**Actual Costs Determination**).

- (b) The Minister may commission an accountant or a quantity surveyor (or both) at the Developer's expense, to review the materials submitted by the Developer and to assist with the assessment of the Actual Costs Determination.
- (c) Once the Actual Costs are determined by the Minister, the Minister must advise the Developer in writing of the Actual Costs Determination.

4.6 **[deleted]**

4.7 **[deleted]**

4.8 **Offset Credits Schedule**

- (a) The Minister must prepare or update the Offset Credits Schedule:
 - (i) after a reconciliation for a WIK Contribution has been completed in accordance with this deed - increasing the value of the Offset Credits by the amount of that WIK Contribution as determined in accordance with this deed;
 - (ii) if it becomes apparent that there is an error or inaccuracy in the Offset Credits Schedule - to correct that error or inaccuracy;
 - (iii) after each CPI Adjustment Date, showing the indexed value of the Offset Credits; and
 - (iv) at such other times as the Minister may determine.
- (b) If the Minister prepares or updates the Offset Credits Schedule, the Minister will provide the Developer with a copy of the Offset Credit Schedule as prepared or updated, as soon as possible after it has been prepared or updated (as the case may be).

5. **Excess Contributions and Additional Payments**

5.1 **Use of Offset Credits at other WSEA SEPP land**

- (a) The Developer must not apply, or purport to apply, or agree to or allow any other person to apply or purport to apply, an amount of Offset Credits to discharge an obligation to make a development contribution except in accordance with this deed.
- (b) The Minister may, in his or her absolute discretion, agree to allow the Developer to apply an amount of Offset Credits to discharge an Other WSEA Obligation.
- (c) If the Minister agrees to allow an amount of Offset Credits to be applied to discharge an Other WSEA Obligation:
 - (i) that amount of Offset Credits will be taken to have been surrendered to the Minister; and
 - (ii) the Minister will provide an updated Offset Credits Schedule to the Developer showing that the value of the Offset Credits has decreased by that amount.

5.2 **Final reconciliation**

- (a) The Developer must provide written notice to the Minister, at least 30 Business Days prior to the occurrence of the final Subdivision, Construction or Complying Development Certificate Application for the Development (**Final Trigger Event**), evidence which the

Minister (acting reasonably) requires to demonstrate that the Final Trigger Event will be the last to occur prior to completion of the Development (**Final Trigger Event Notice**).

- (b) As soon as practicable after receiving the Final Trigger Event Notice, the Minister will undertake a final reconciliation which will:
 - (i) determine the Development Contribution which would have been payable based on the actual NDA for the Land; and
 - (ii) reconcile the Development Contribution against the sum of:
 - (A) the value of any WIK Contribution in respect of which Practical Completion has been achieved; and
 - (B) the value of the Monetary Contributions which the Developer has paid;
- (Interim Contribution Amount)**
- (c) if the Developer has achieved Practical Completion of a WIK Contribution, the lesser of the Actual Costs Determination and the Maximum WIK Value will be applied for the purposes of paragraph 8.2(b)(ii)(A).
 - (d) Where the final reconciliation, carried out in accordance with Schedule 4 clause 5.2(b), indicates that the Interim Contribution Amount provided by the Developer in accordance with this Schedule 4 is less than the Development Contribution, then the Developer must pay the shortfall as an additional Monetary Contribution to the Minister within 10 Business Days of receiving a notice from the Minister notifying the Developer of the shortfall.
 - (e) Where the final reconciliation, carried out in accordance with Schedule 4, clause 5.2(b), indicates that the Interim Contribution Amount provided by the Developer in accordance with this Schedule 4 exceeds the Development Contribution, then the Developer will be entitled to a credit for the amount that the value of the Interim Contribution Amount exceeds the Development Contribution (**Excess Contributions Credit**) in accordance with clauses 6.2(f) and (g) of this Schedule 4.
 - (f) Subject to clause 8.2(h) of this Schedule 4, any Excess Contributions Credit which has been generated under this deed may be used by:
 - (i) the Developer;
 - (ii) a Related Body Corporate (within the meaning of the *Corporations Act 2001* (Cth)) of the Developer; or
 - (iii) any other person which the Minister determines to approve on written request by the Developer,

(Contributions Credit Recipient) to discharge an Other WSEA Obligation which relates to land which is owned by that Contributions Credit Recipient.

- (g) An Excess Contributions Credit is taken to have been used under a planning agreement for the purpose of this Schedule 4 when the planning agreement provides for the use of the Excess Contributions Credit.
- (h) The parties agree that any Excess Contributions Credit which has been generated under this deed must be used by the Contributions Credit Recipient in accordance with this clause 5.2 of Schedule 4 within 15 years of the date of the final reconciliation. After that time, it will

be taken to have been wholly surrendered and forfeited to the Minister and no Claim may be made against the Minister in respect of any such surrender or forfeiture.

6. Extension of time for payment of Contribution Amount

- (a) Where the Offset Credits on the Developer's Offset Credits Schedule are insufficient to satisfy the Developer's obligation to pay a Contribution Amount before the time for payment pursuant to clause 3 of this Schedule 4, the Developer may provide a Bank Guarantee, in terms acceptable to the Minister in the Minister's absolute discretion, for 110% of the value of the Contribution Amount.
- (b) The provision of a Bank Guarantee in accordance with clause 6(a) of this Schedule 4 is taken to satisfy the requirement to pay the Contribution Amount for the purposes of the issue of the Subdivision Certificate or Construction Certificate (as the case may be) for that development.
- (c) If the Developer achieves Offset Credits that are sufficient to discharge the liability to pay a Contribution Amount for which the Bank Guarantee has been provided, the Developer may request the Minister, in writing, to return the Bank Guarantee. The Developer must provide the Minister with such other supporting information that the Minister reasonably requests.
- (d) If the Minister is satisfied that the Offset Credits are sufficient to discharge the Developer's liability to pay a Contribution Amount, the Bank Guarantee is to be released and returned to the Developer within 90 days of the Developer's written request.
- (e) The Bank Guarantee may be called upon, and the proceeds of such claim retained, to facilitate the delivery of the items of State infrastructure, if the Bank Guarantee has not been released and returned to the Developer within 2 years of the date of its issue.

Schedule 5 Security terms

1.1 Developer to provide Security

- (a) Prior to the execution of this deed, the Developer must provide to the Minister the Security with a total face value of \$20,000.00.
- (b) In order to secure the payment or performance of the Development Contribution the Developer has agreed to provide the Security in the form of a Bank Guarantee.
- (c) The Security must:
 - (i) name the "Minister for Planning" and the "Department of Planning and Environment ABN 38 755 709 681" as the relevant beneficiaries; and
 - (ii) not have an expiry date.

1.2 Claims under Bank Guarantees

- (a) The Minister may:
 - (i) call upon any Security provided in accordance with this deed where the Developer has failed to provide a Development Contribution or the WIK Contribution to which the Security relates on or after the date for payment under this deed; and
 - (ii) retain and apply such monies towards the Development Contribution or the WIK Contribution and any costs and expenses incurred by the Minister in rectifying any default by the Developer under this deed.
 - (iii) Prior to calling upon the Security, the Minister must give the Developer not less than 10 Business Days written notice of his or her intention to call upon the Security.
- (b) If the Minister:
 - (i) calls upon a Security;
 - (ii) applies all or part of such monies towards the Development Contribution and any costs and expenses incurred by the Minister in rectifying any default by the Developer under this deed; and
 - (iii) has notified the Developer of the call upon the Security in accordance with clause 1.3(a)(iii) of this Schedule 5;

then the Developer must provide the Minister with a replacement Security to ensure that, at all times, until the date the Security is released in accordance with clause 1.3 of this Schedule, the Minister is in possession of Security for a face value equivalent to the relevant Security required to be provided in accordance with clause 1.1(a) of this Schedule 5.

1.3 Release of Security

- (a) If:
 - (i) the Developer has paid or satisfied all of its obligations under this deed; and
 - (ii) the whole of the Security has not been expended;

then the Minister will promptly return the Security (less any costs, charges, duties and taxes payable) to the Developer.

Schedule 6 Net Developable Area

1.1 Determination of Net Developable Area

- (a) The Net Developable Area of a part of the Land is the area of land, measured in hectares, comprising the allotments to which the relevant application for a Subdivision Certificate, Construction Certificate or Complying Development Certificate relates, subject to the other provisions of this Schedule 6.
- (b) The Net Developable Area includes the area of any land that a Development Consent authorises, or requires, to be used as a road, or reserved or dedicated as a public road, but does not include:
 - (i) any existing road which was constructed before the date of this deed to which works are required to be carried out under a Development Consent; or
 - (ii) any road referred to in clauses 1.1 (c) (xii) or (xiii) of this Schedule 6.
- (c) The Net Developable Area does not include the area of any land that a Development Consent authorises, or requires, to be reserved, dedicated or otherwise set aside as, or for the purpose of, any of the following:
 - (i) government school (within the meaning of the *Education Act 1990*);
 - (ii) TAFE establishment;
 - (iii) emergency services facility;
 - (iv) health services facility owned or operated by a public authority;
 - (v) golf course;
 - (vi) passenger transport facility;
 - (vii) public reserve or drainage reserve (within the meaning of the *Local Government Act 1993*);
 - (viii) public transport corridor (other than a road corridor);
 - (ix) public utility undertaking;
 - (x) bus depot, whether or not owned or operated by a public authority;
 - (xi) recreation area;
 - (xii) roads, or other public amenities or public services, in connection with which development contributions have been imposed under section 7.11 or section 7.12 of the Act or may be imposed in accordance with a contributions plan approved under section 7.18 of the Act; or
 - (xiii) roads or other infrastructure in connection with which special infrastructure contributions have been, or may be, imposed in accordance with section 7.23 of the Act, including land proposed to be used for the Southern Link Road or any other road in the same location as the Southern Link Road.
- (d) The following areas of land are not to be included in the calculation of the net developable area for the proposed subdivision:

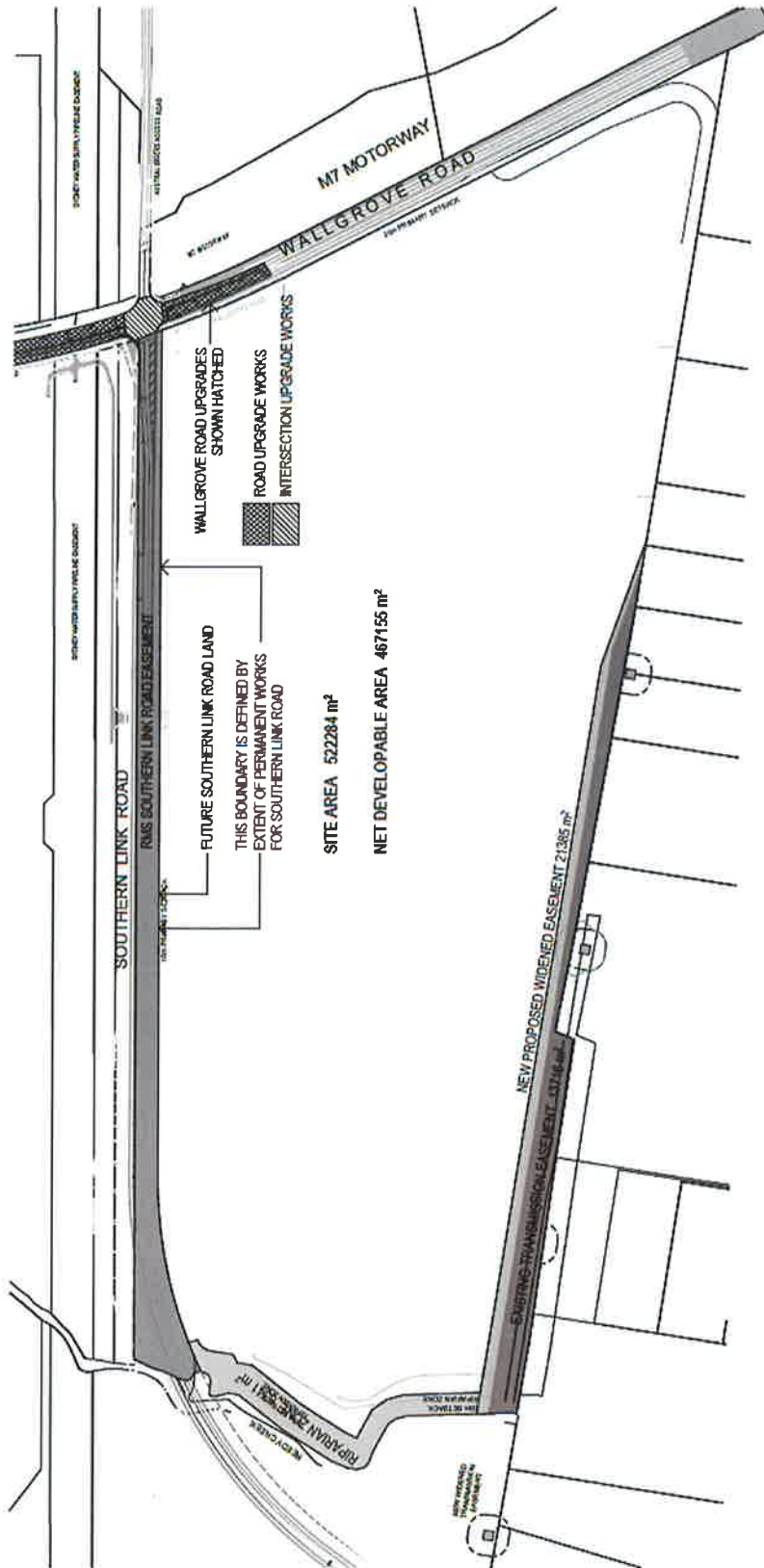
- (i) any area of land that is at or below the level of a 1:100 ARI (average recurrent interval) flood event, if the Secretary is satisfied that the area is unsuitable for developing for the purposes of the subdivision by virtue of it being at or below that level;
- (ii) any area of land that is identified as public open space in a development control plan or in a contributions plan approved under section 7.18 of the Act;
- (iii) any area of land that is within Zone E2 Environmental Conservation;
- (iv) any area of land within the curtilage of a building listed on the State Heritage Register;
- (v) any area of land this is within an asset protection zone:
 - (A) that is specified in a bush fire safety authority issued under the *Rural Fires Act 1997*; or
 - (B) that is required to be established by the development consent relating to the subdivision,

if the Secretary is satisfied that the area is unsuitable for developing for the purposes of the subdivision by virtue of it being within that zone;

- (vi) an area of land that is subject to an easement in favour of a public utility undertaking for the purpose of the supply of the utility service to the public as shown on the title to that land or as confirmed in writing by the public utility undertaking, if the Secretary is satisfied the that the area is unsuitable for developing for the purposes of the subdivision by virtue of the easement; and
 - (vii) any area of land that is within a public transport corridor (other than a road corridor) as shown on a land zoning map for the purposes of an environmental planning instrument or a development control plan made under the Act, if the Secretary is satisfied that the area is unsuitable for development for the purposes of the subdivision by virtue of it being within the public transport corridor.
- (e) The Net Developable Area does not include the area of any lot in the proposed plan of subdivision that may be further subdivided (other than under a strata scheme) in accordance with the development consent relating to the subdivision.
 - (f) The Net Developable Area does not include the area of any lot in the proposed plan of subdivision that the Secretary has determined (in writing), at the Secretary's discretion and having regard to the relevant planning controls, will be further subdivided (other than under a strata scheme) in accordance with a future development consent for the purpose of the orderly development of the land for urban purposes in the future.
 - (g) If a proposed lot contains an existing lawful habitable dwelling (being a dwelling that lawfully existed on the proposed lot at the date this deed commences) and:
 - (i) is no more than 0.1 hectare, the net developable area does not include the area of the lot, or
 - (ii) is more than 0.1 hectare in area, the net developable area is reduced by 0.1 hectare,
 for the purpose of calculating the net developable area for the proposed subdivision.

- (h) If a proposed lot is wholly within Zone E3 Environmental Management, Zone E4 Environmental Living or Zone R5 Large Lot Residential and is more than 0.1 hectare, that lot is taken to be 0.1 hectare for the purpose of calculating the net developable area for the proposed subdivision.
- (i) The parties agree that the Secretary may make any determination required to be made for the purpose of calculating the net developable area for the proposed subdivision in accordance with this clause and, for that purpose, may have regard to any information available at the time, such as construction plans and any measurements made by a registered surveyor of the land concerned.
- (j) In this Schedule 6, the following words or expressions have the same meanings as they have in the Standard Instrument (that is, the standard instrument for a principal local environmental plan prescribed by the Standard Instrument (Local Environmental Plans) Order 2006 (**Standard Instrument**):
 - (i) emergency services facility;
 - (ii) health services facility;
 - (iii) passenger transport facility;
 - (iv) place of public worship;
 - (v) public utility undertaking;
 - (vi) recreation area; and
 - (vii) school.
- (k) In this Schedule, a reference to:
 - (i) a land use zone is a reference to a land use zone specified in the Standard Instrument and to a land use zone that is equivalent to any such land use zone; and
 - (ii) curtilage of a building listed on the State Heritage Register is a reference to the curtilage of that building, or the site of that building, as specified or described in the listing of the building on the State Heritage Register kept under Part 3A of the *Heritage Act 1977*; and
 - (iii) a "strata scheme" means a reference to a strata scheme as that term is defined in the *Strata Scheme (Freehold Development) Act 1973* or a leasehold strata scheme as that term is defined in the *Strata Scheme (Leasehold Development) Act 1986*.

Annexure A: Site Area Diagram



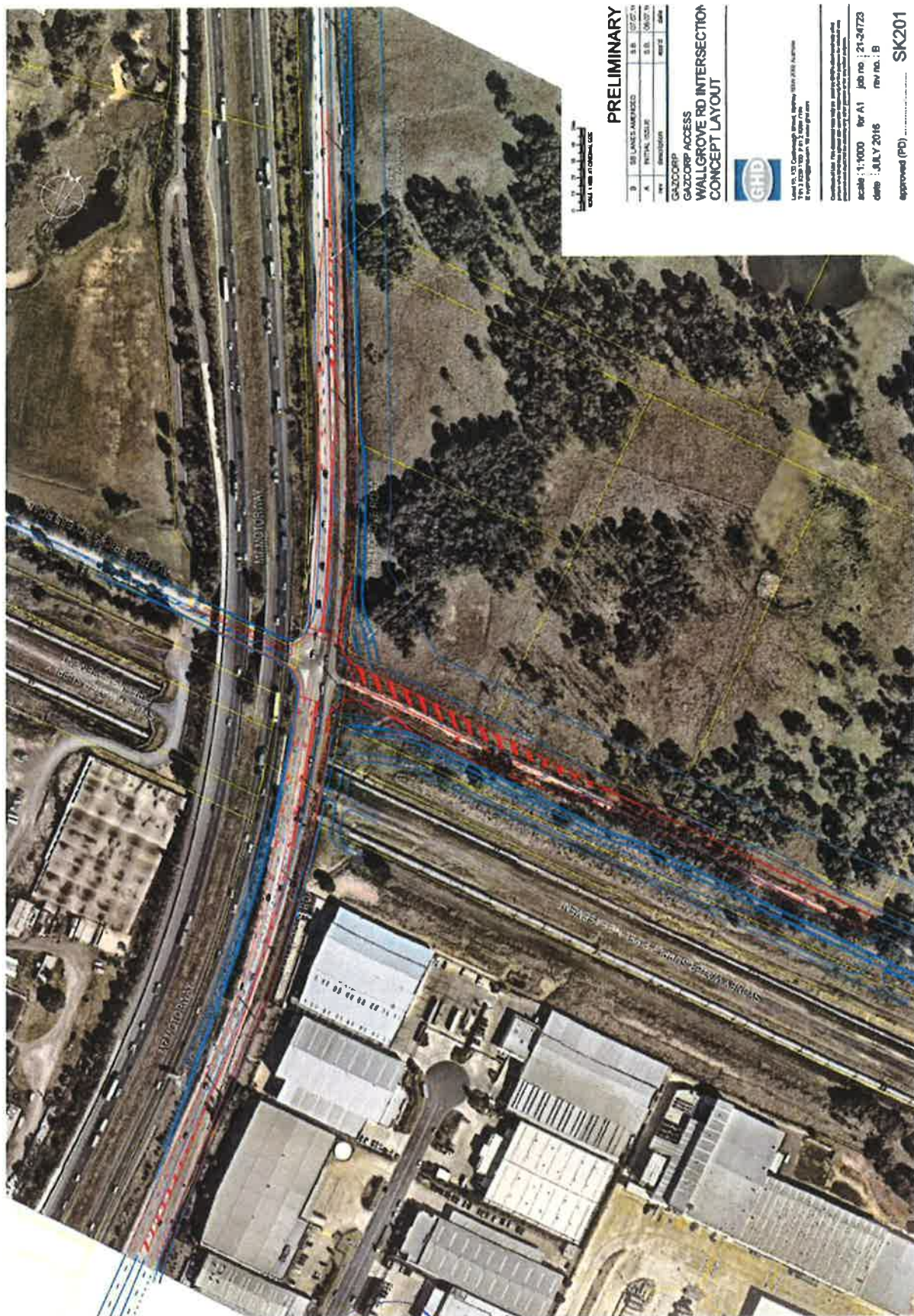
Brett Whitlock

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NOTES: 1. ALL DIMENSIONS ARE IN METRES. 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED. 3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED. 4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED. 5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.	MBMO MORRIS HAY MARTIN OLMANN 1-2000 0411 2500000000	GAZCORP PTY LTD 1-2000 0411 2500000000	MOMENTUM M7 813-913 WALLGROVE ROAD EASTERN CREEK NSW 1-2000 0411 2500000000	SITE AREA DIAGRAM 2026 DA-010 E
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Annexure B: Wallgrove Road Intersection Concept Layout SK201



Scale 1:1000

PRELIMINARY

NO	DATE	REVISION	BY	CHKD
1	2016/07/01	Initial	GAZCOORP	

GAZCOORP
WALLGROVE RD INTERSECTION
CONCEPT LAYOUT



GAZCOORP
WALLGROVE RD INTERSECTION
CONCEPT LAYOUT

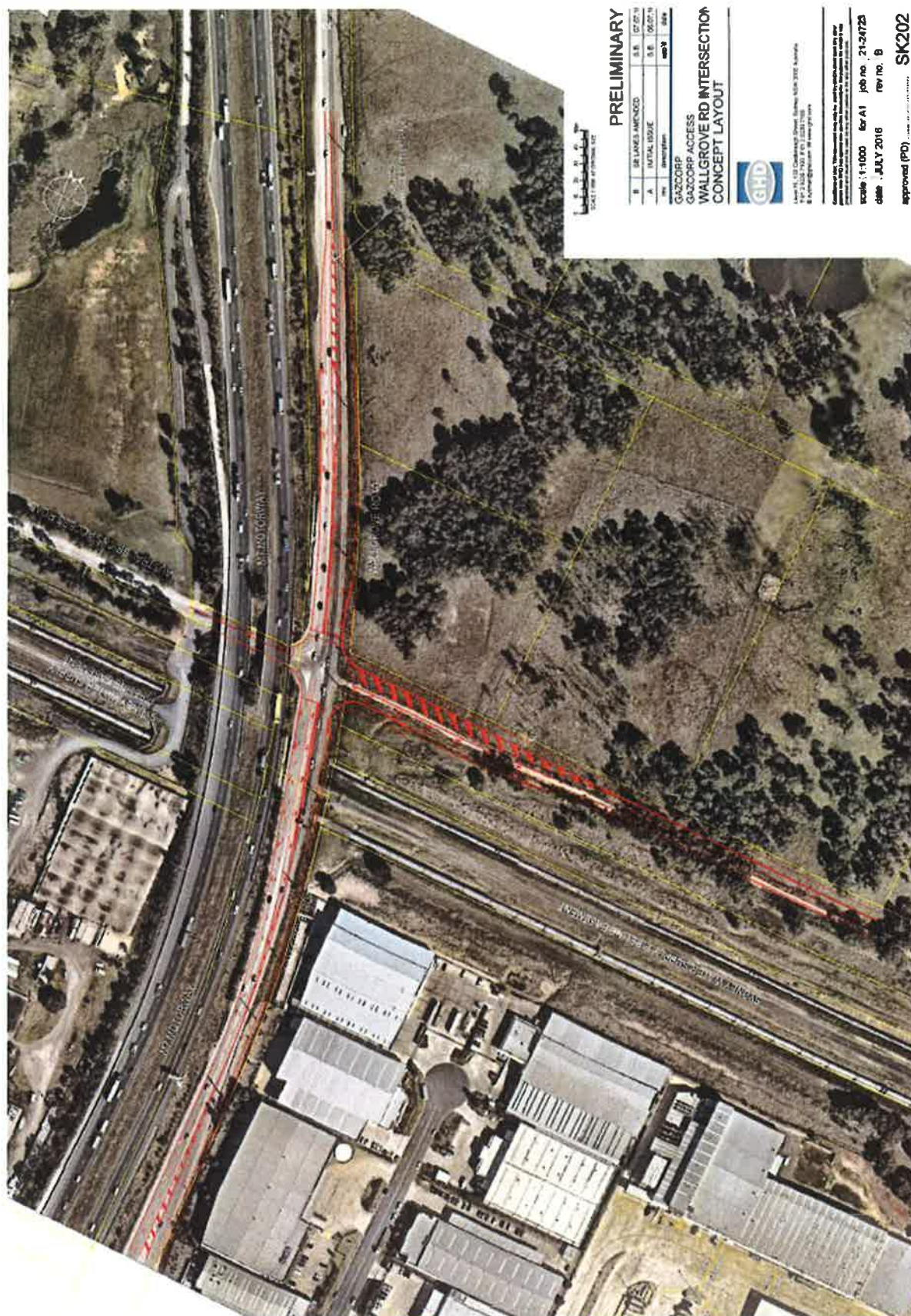
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Date: JULY 2016
Job no: 21-24723
Rev no: B

Approved (PD) SK201

Brett Whitehead

42

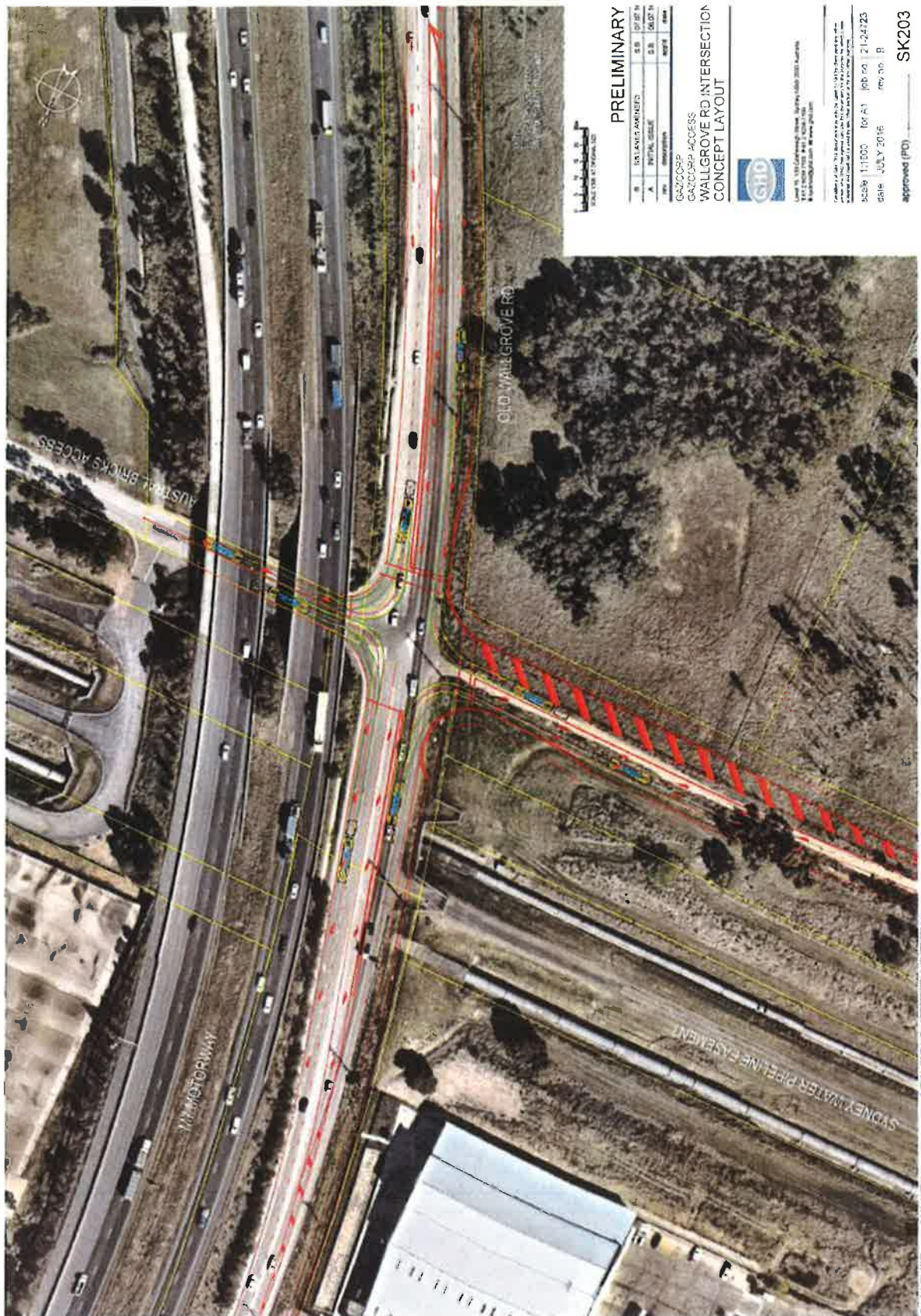
Annexure B: Wallgrove Road Intersection Concept Layout SK202



Brett Whitlock

4

Annexure B: Wallgrove Road Intersection Concept Layout SK203



PRELIMINARY

REV	DESCRIPTION	DATE	BY	CHKD
1	ISSUED FOR TENDERS	01/07/16		
2	REVISED	01/07/16		
3	REVISED	01/07/16		

GAZ/COSE ACCESS
WALLGROVE RD INTERSECTION
CONCEPT LAYOUT



Level 10, 100 George Street, Sydney, NSW 2000 Australia
Phone: +61 (0)2 924 6000
Fax: +61 (0)2 924 6001
www.ghd.com.au

Drawn by: J. Smith
Checked by: J. Smith
Reviewed by: J. Smith
Approved by: J. Smith

Scale: 1:1000 for A1 job no: 21-24723
Date: JULY 2016 rev no: B

approved (PD) SK203

Brett Whitford

[Signature]

[Signature]

Annexure B: Wallgrove Road Intersection Concept Layout SK204



Brett Whitlock

43

Annexure B: Wallgrove Road Intersection Concept Layout SK205



Brett Whitehead



Annexure B: Wallgrove Road Intersection Concept Layout SK206



SCALE 1:1000 AT CENTERLINE

PRELIMINARY

B	18 LINES APPROVED	2.8	02/21/16
A	INITIAL ISSUE	2.8	02/21/16
REV	DESCRIPTION	DATE	DATE

GAZDORP
GAZDORP ACCESS
WALLGROVE RD INTERSECTION
CONCEPT LAYOUT



Project: 100 Wallgrove Access, Sydney, NSW, 2000, Australia
 File: 2.028 100 WALLGROVE 1.166
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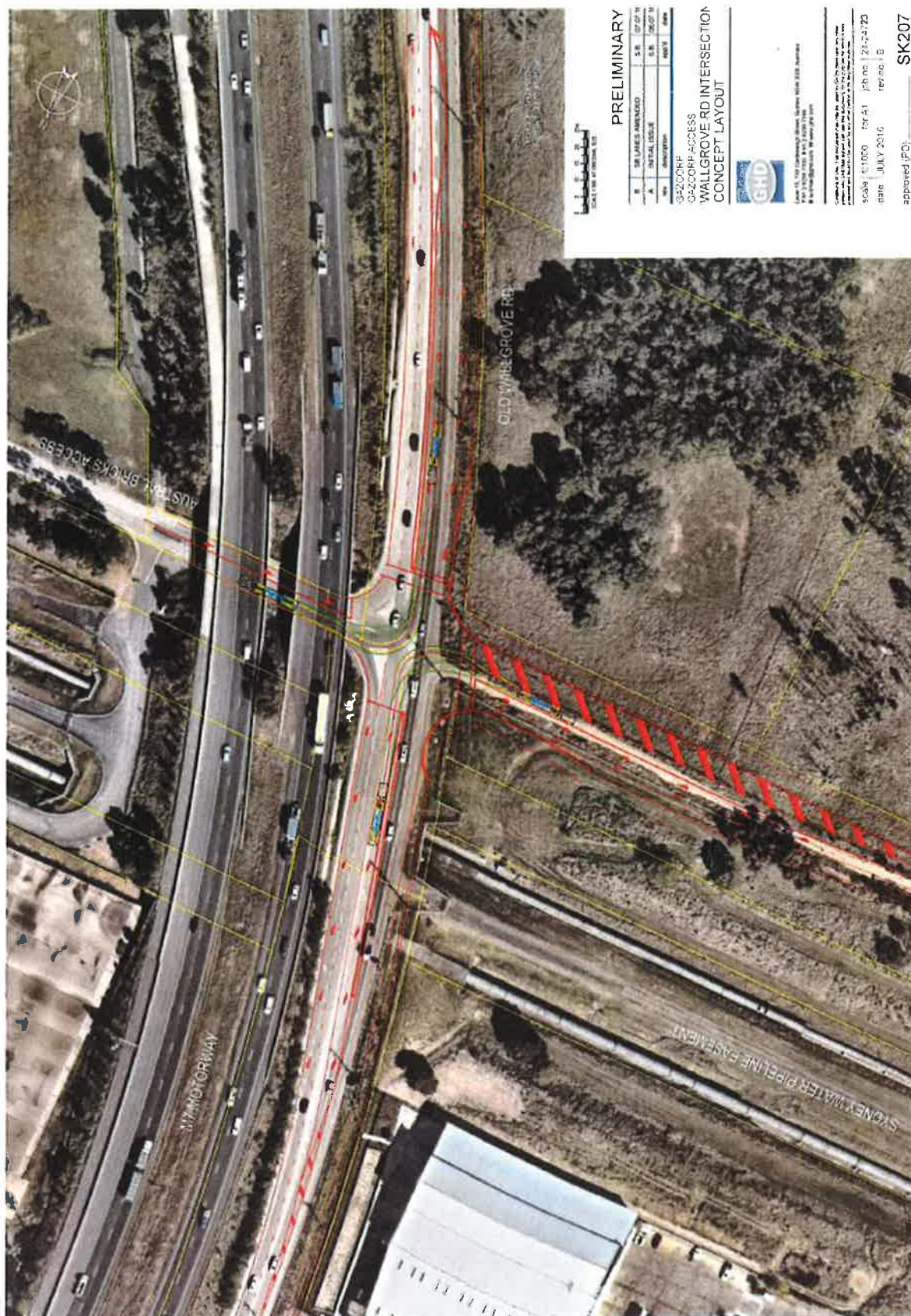
Scale: 1:1000 for A1 job no: 21-24723
 date: JULY 2016 rev no: 8
 approved (PD)

SK206

Brett Whitlock

[Signature]

Annexure B: Wallgrove Road Intersection Concept Layout SK207



Brett Whitlock



Annexure B: Wallgrove Road Intersection Concept Layout SK208



PRELIMINARY

NO.	DESCRIPTION	DATE	BY	CHKD
1	PRELIMINARY	10/07/16	SK	SK
2	REVISED	10/07/16	SK	SK
3	REVISED	10/07/16	SK	SK

CASCORP
CASCORP ACCESS
WALLGROVE RD INTERSECTION
CONCEPT LAYOUT

GHD

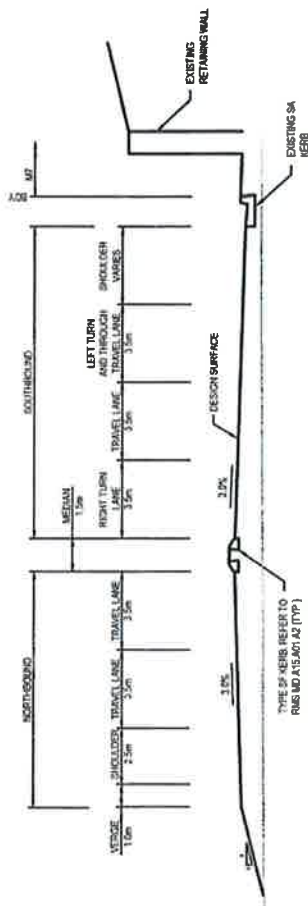
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Scale: 1:1000 for A1
 Date: JULY 2016
 Rev: 001
 SK208

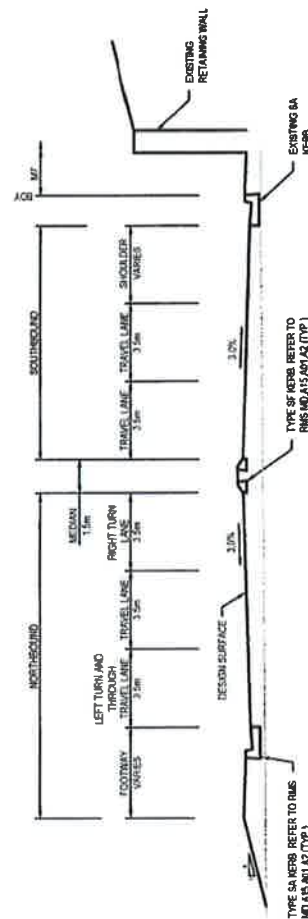
Brett Whitlock

AP

Annexure B: Wallgrove Road Intersection Typical Sections SK209



TYPICAL SECTION - WALLGROVE ROAD (NORTH OF PROPOSED INTERSECTION)
SCALE 1:100



TYPICAL SECTION - WALLGROVE ROAD (SOUTH OF PROPOSED INTERSECTION)
SCALE 1:100



PRELIMINARY			
NO	DESCRIPTION	DATE	BY
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Level 15, 131 Chalmers Street, Sydney NSW 2000 Australia
Tel: 2 9238 7100 Fax: 2 9238 7199
E: sydney@ghd.com.au W: www.ghd.com.au

Scale 1:1000 for A1 job no. 21-24723
date JULY 2016 rev no. B
approved (PC) SK209

[Handwritten signature]

[Handwritten signature]

Execution page

Executed as a deed

Signed, sealed and delivered for and on behalf of the **Minister for Planning** (ABN 38 755 709 681), in the presence of:

.....
Signature of witness

.....
John Borg

.....
Name of witness in full

.....
320 Pitt St Sydney 2000

.....
Address of witness

Signed, sealed and delivered by **Gazcorp Pty Limited** (ACN 41 001 696 073) in accordance with section 127(1) of the *Corporations Act 2001*:

.....
Signature of Director

.....
Nabil Guedes
Name of Director in full

SIGNED by ~~BRENDAN NELSON~~ as delegate for the Minister for Planning administering the Environmental Planning and Assessment Act, 1979

.....
Signature of the Minister for Planning or delegate

.....
BRETT WHITWORTH
Name of Minister for Planning or delegate

.....
Signature of Director/Secretary

.....
NICHOLAS CAZAL
Name of Director/Secretary in full

Signed, sealed and delivered by Wallgrove
Road Industrial Investments Pty Limited
(ACN 620 789 675) in its capacity as trustee of
the **Wallgrove Road Unit Trust** in accordance
with section 127 of the *Corporations Act*
2001:



Signature of Director



Name of Director in full



Signature of Director/Secretary



Name of Director/Secretary in full

APPENDIX 5 SENSITIVE NOISE RECEIVER AND NOISE WALL LOCATIONS



Figure 6: Sensitive Noise Receivers Location

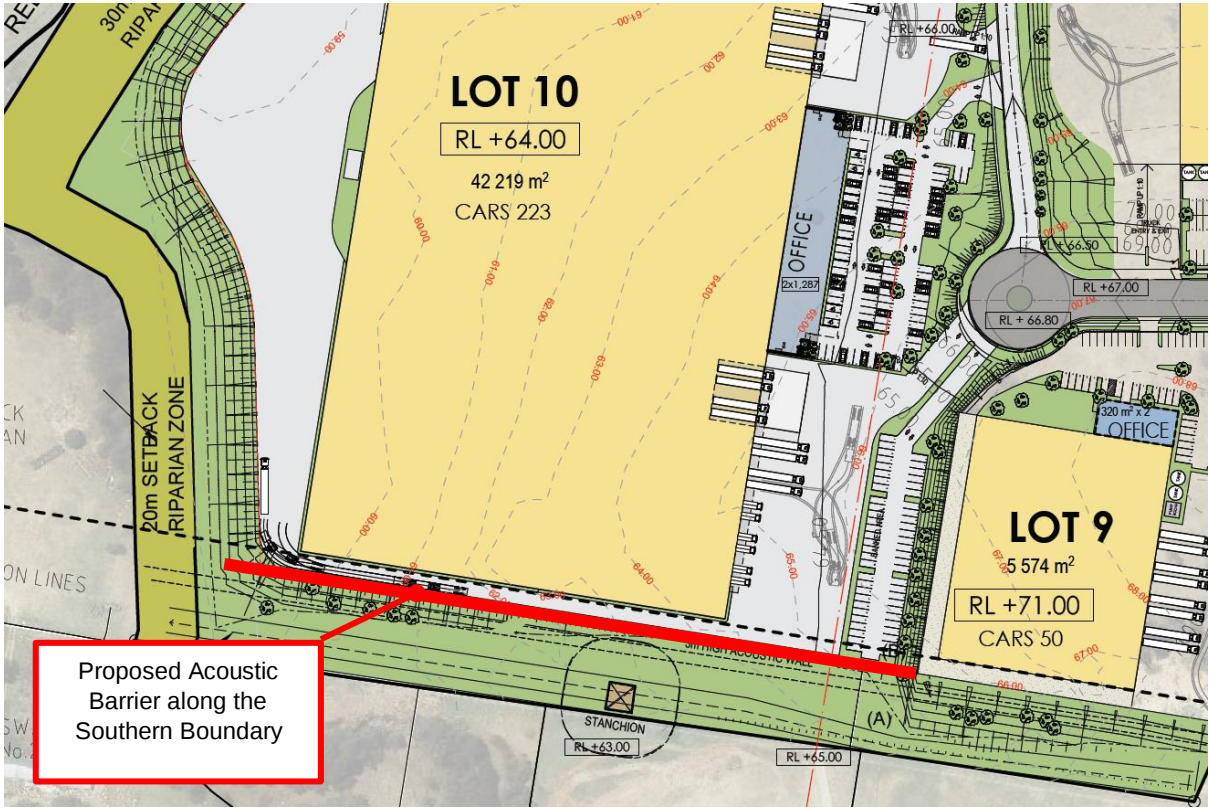


Figure 7: Noise Wall Location

APPENDIX 6 APPLICANT'S MANAGEMENT AND MITIGATION MEASURES

Mitigation Measures

Construction Management

- A Construction Management Plan (CMP) will be prepared and submitted to the Principal Certifying Authority for approval prior to the release of the Construction Certificate.
- A Works Agreement Deed is to be negotiated with the RMS and executed prior to the issue of a Construction Certificate.
- A Traffic Construction Management Plan is to be prepared and recommendations are to be implemented for the Stage 1 construction works.

Heritage

- Prior to the Stage 1 works a program of test and salvage excavation will be undertaken on the slightly elevated land adjacent to the creek and its confluence, within the area of archaeological sensitivity that is proposed to be impacted.

Noise

- The following design elements will be included as part of the Stage 1 warehouse building:
- The southern wall of the Stage 1 building (made of Colourbond steel) will require 50mm of glasswool insulation to attenuate noise.
- The roof to be constructed from minimum 0.42mm sheet metal with 50mm glasswool insulation underneath.
- A noise barrier along the southern boundary will be provided. The minimum height for the screen will be 3m (above the elevation of the land), the barrier can be constructed with Colourbond, CFC sheet, Perspex or similar.
- Operational noise management measures that would be implemented include:
- Truck delivery drivers should limit the use of exhaust brakes on internal roads and Wallgrove Road.
- Where practical, trucks are to be switched off whilst in the loading dock and not to be left idling. This would apply to airbrake compressors to limit discharge within the loading dock area.

Waste

- An Operational Waste Management Plan will be prepared for the Stage 1 building prior to the occupation of the warehouse.

Visual

- Details of the Stage 1 building colour scheme, external cladding and finishes will be provided for the approval of the Director-General prior to the commencement of construction.
- Future applications will be lodged providing detail on signage and lighting for the Stage 1 building.

Geotechnical

- Prior to filling commencement, remove all vegetation and root affected soil from the proposed filling area.
- Rip the exposed surface to a depth of not less than 300mm and re-compact to a minimum dry density ratio of 98%, relative to Standard compaction, adjusting the moisture content of the ripped and re-compacted surface to within 2% of Standard optimum moisture content. Proof roll the treated surface using a minimum 10 tonne smooth drum roller in non-vibration mode. The surface should be rolled with a minimum of six passes with the last two passes observed by an experienced geotechnical engineer to detect any 'soft spots'.
- Any heaving materials identified during proof rolling should be treated as directed by the geotechnical engineer, which is likely to require the localised removal and replacement of unsuitable soil.
- Place all new filling in layers of 300 mm maximum compacted thickness. The filling should be free of oversize particles (>150 mm) and deleterious material.
- Compact all filling to a minimum dry density ratio of 98%, relative to Standard compaction, whilst maintaining a moisture content within 2% of Standard optimum moisture content. The minimum dry density ratio should be increased to 100% relative to Standard compaction within the upper 300 mm of pavement subgrades and building footprints. A maximum dry density ratio of 102% is recommended for all filling to reduce the potential for swelling post-compaction.
- Maintain the moisture within the clay until the area is covered by buildings or pavements. Recent monitoring of foundation/floor slab movement measured heave of up to 60 mm for a warehouse floor slab cast on dry clay filling.
- Density testing of the filling should be carried out in accordance with AS3798 "Guidelines for Earthworks for Commercial and Residential Developments". Filling placed beneath building platforms and pavements should be carried out to a Level 1 inspection and testing programme.

Mitigation Measures

- Prior to placement of filling it will be necessary to pump out all existing water from the dam, remove all soft and wet sediments from the sides and base, remove all existing filling within dam embankments and strip the base of each dam to a suitable natural ground surface. Once stripped and prepared, all dams should be inspected by an experienced geotechnical engineer.

Bushfire Protection

- Management of the Site generally, except for the vegetation within the riparian corridor to Reedy Creek, shall comply with the recommendations of Appendix A5.4 & Appendix A5.5 of *Planning for Bushfire Protection 2006* and Standards for Asset Protection Zones, including:
 - Maintain a clear area of low cut lawn or pavement adjacent to the buildings; utilise non-flammable materials such as scoria, pebbles and recycled crushed bricks as ground cover to landscaped gardens in close proximity to the buildings;
 - Keep areas under shrubs and trees raked and clear of combustible fuels
 - Maintain trees and shrubs in such a manner that tree canopies are separated by 2m and understorey vegetation is not continuous.
- The northern, western and southern walls of the Stage 1 Warehouse Building will be constructed to comply with BAL 40, pursuant to A.S. 3959 – 2009 – ‘*Construction of Buildings in Bushfire Prone Areas*’. Louvres or vents located within these walls will be fitted to ember protection mesh comprising corrosion resistant steel or bronze mesh with a maximum aperture of 2mm.
- Roller doors will be fitted with ember protection to the head. Ventilation openings [slats] in roller doors will not be permitted.
- External seals to precast panels will be non-combustible.
- The fire-fighting water supply to the proposed building will comply with the BCA and Australian Standard A.S. 2419.1 – 2005.
- A site specific evacuation plan will be prepared for each building. The Evacuation Plan shall address the requirements of A.S. 3745-2002 – *Emergency Control Organisation and Procedures for Buildings, Structures and Workplaces*.

Flora and Fauna

- Construction Measures
- Mark clearing limits to further reduce clearing extents and to retain potential habitat and other ecologically significant features at the edges of the clearing limits wherever practicable;
- Limit vehicular and plant equipment access to this area during construction;
- Install temporary fencing to mark the limits of clearing and ‘no-go’ areas; and
- Construction staff informed with regards to the status and location of protected areas during site induction and/or tool box talks.
- Where clearing of vegetation and fauna habitats will take place, pre-clearing and clearing protocols are recommended that include:
 - Preparation of an inventory of trees and hollows to be removed, prior to clearing;
 - Pre-clearance checks of hollow-bearing trees for the presence of bird nests and arboreal mammals, such as possums, gliders and bats, prior to felling;
 - Safe removal of animals found to be occupying trees prior to the clearing of trees and their appropriate relocation into nearby woodlands; and
 - Relocation of transportable features such as salvaged tree hollows, felled timber and large logs in the woodland areas to be retained to allow their continued use as fauna habitat.
- A dam drainage protocol which involves the safe removal of animals to suitable alternate locations by a suitably qualified ecologist or wildlife carer, timing of decommissioning works to non-breeding seasons for appropriate target species and implementation of chytrid protocols for ecologists and machinery entering the water to limit the transmission of disease.
- Erosion and sediment control plans will be implemented to mitigate the impact of soil disturbance and to prevent secondary or off-site impacts, particularly impacts on adjacent native vegetation along Reedy Creek.
- Stockpiles of overburden will be managed to limit unintended soil movement away from designated compound areas into adjacent woodland.
- All work sites will be constructed and managed in accordance with ‘Managing Urban Stormwater: Soils and Construction’ (Landcom, 2004, “Blue Book”).
- Topsoils being stored for reapplication should be stabilised using a blanket type Method.
- Any topsoil that is reapplied will be stabilised by seeding using a grass species native to the Cumberland Plain.
- A Riparian Management Plan will be prepared and implemented to provide for the biodiversity improvement of the Reedy Creek riparian corridor through restoration and ongoing management. The Riparian Management Plan will include:
 - Protection of the riparian corridor during construction;
 - Restoration and ongoing management of riparian vegetation;
 - Management of riparian vegetation as habitat for native wildlife;
 - Feral animal management;

Mitigation Measures

- Instructions for planting endemic species of local provenance
- Weed management;
- Reduction of sediment and nutrient delivery to waterways;
- In-stream erosion control;
- Fire management; and
- Monitoring and reporting protocols.
- Biodiversity credits for HN528 and HN529 vegetation communities will be purchased and offset to compensate for the clearing of relevant vegetation. The number of credits to purchased and retired will be 50% of the ecosystem credits established under the BioBanking Assessment Methodology.

Contamination

- An Unexpected Finds Protocol (UFP) will be established for site development, including set procedures in the event that asbestos or chemical contaminated soil is encountered during excavations.
- Further assessment of the dam water will be undertaken to determine an appropriate method of discharge or removal.

Stormwater and Flooding

- The stormwater management system for the Masterplan will need to be designed to ensure that each development site provides peak flow reduction through OSD in accordance with the parameters set out in **Appendix K** in order to compensate for the lack of OSD associated with the internal access road.
- The Stage 1 interim stormwater management scenario will need to be designed to provide OSD for the internal access road in accordance with the parameters set out in **Appendix K**.
- At each stage of development a revised interim stormwater management system will need to be provided, until all the remaining lots have been developed at which time the OSD systems provided on all the development sites will compensate for the impervious area of the access road, as provided for under the ultimate strategy, and the temporary basins can be decommissioned.
- The stormwater treatment installed will need to remove the pollutant loads for total suspended solids (TSS), total phosphorus (TP), total nitrogen (TN) and Gross Pollutants in accordance with **Appendix K**.
- In order to minimise flood impacts, the efficiency of the swale located in the south-east corner of the Site is to be designed so that it operates at a similar efficiency to the existing situation.
- Erosion control measures will be implemented on the banks of Reedy Creek with consideration of the nature of the underlying soil and its susceptibility to scour.

APPENDIX 7 INCIDENT NOTIFICATION AND REPORTING REQUIREMENTS

WRITTEN INCIDENT NOTIFICATION REQUIREMENTS

1. A written incident notification addressing the requirements set out below must be emailed to the Department at the following address: compliance@planning.nsw.gov.au within seven days after the Applicant becomes aware of an incident. Notification is required to be given under this condition even if the Applicant fails to give the notification required under Condition D9 or, having given such notification, subsequently forms the view that an incident has not occurred.
2. Written notification of an incident must:
 - a. identify the development and application number;
 - b. provide details of the incident (date, time, location, a brief description of what occurred and why it is classified as an incident);
 - c. identify how the incident was detected;
 - d. identify when the applicant became aware of the incident;
 - e. identify any actual or potential non-compliance with conditions of consent;
 - f. describe what immediate steps were taken in relation to the incident;
 - g. identify further action(s) that will be taken in relation to the incident; and
 - h. identify a project contact for further communication regarding the incident.
3. Within 30 days of the date on which the incident occurred or as otherwise agreed to by the Planning Secretary, the Applicant must provide the Planning Secretary and any relevant public authorities (as determined by the Planning Secretary) with a detailed report on the incident addressing all requirements below, and such further reports as may be requested.
4. The Incident Report must include:
 - a. a summary of the incident;
 - b. outcomes of an incident investigation, including identification of the cause of the incident;
 - c. details of the corrective and preventative actions that have been, or will be, implemented to address the incident and prevent recurrence; and
 - d. details of any communication with other stakeholders regarding the incident.