

This Deed of Agreement is made the 26th day of June 2008 between the following parties:

Parties

- 1 Leichhardt Council of 7-15 Wetherill Street, Leichhardt, New South Wales, 2040 ("Council").
- 2 Balmain Leagues Club Limited (ACN 000 190 161) of 138-152 Victoria Road, Rozelle, New South Wales, 2039 ("Developer").

Recitals

- A The Developer has requested that Council amend the LEP and the DCP to facilitate the making of a Development Application for carrying out the Proposed Development on the Land.
- B The Developer has voluntarily offered to enter into a planning agreement in the terms of this Deed to make Development Contributions to the Council in connection with the making of a new LEP and the carrying out of the Proposed Development.

This Deed Witnesses

- 1 Planning agreement under the Act

The Parties agree this Deed is a Planning Agreement governed by Subdivision 2 of Division 6 of Part 4 of the Act.

- 2 Application of this Deed

The Planning Agreement constituted by this Deed applies to:

2.1 The Land; and

2.2 The Proposed Development

- 3 Operation of this Deed

3.1 The Parties agree the terms of this Deed will commence operation on and be effective from the date of this Deed.

4 Definitions and interpretation

4.1 In this Deed the following definitions apply:

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

Construction Certificate means a construction certificate under Part 4A of the Act.

Dealing, in relation to the Land, means, without limitation, selling, transferring, assigning, mortgaging, charging, encumbering or otherwise dealing with the Land.

DCP means Leichhardt Development Control Plan 2000.

DDCP means draft Leichhardt DCP, Part D, Site Specific Controls for the Tigers Precinct which is Annexure C to this Deed.

Development Application has the same meaning as in the Act.

Development Consent has the same meaning as in the Act.

Development Contribution means a monetary contribution, the dedication of land free of cost and/or the provision of a material public benefit.

Draft LEP means the draft Leichhardt Local Environmental Plan 2000 (Amendment No 16) which is Annexure B to this Deed.

GST has the same meaning as in the GST Law.

GST Law has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition or administration of the GST.

Land means the land described in Schedule 2.

LEP means Leichhardt Local Environmental Plan 2000.

Minister means Minister for Planning.

Monetary Contributions means the Development Contributions listed in Part A of Schedule 3.

Occupation Certificate has the same meaning as in the Act.

Party means a party to this Deed, including its successors and assigns.

Planning Agreement means the provisions of this Deed under which the Developer is required to make Development Contributions in connection with the making of a New LEP and carrying out of the Proposed Development, and includes any provisions that are incidental or supplementary to those provisions.

Proposed Development means the development proposed by the Developer as described in Schedule 2.

Regulation means the Environmental Planning and Assessment Regulation 2000.

New LEP means a local environmental plan substantially in the form of the Draft LEP which:

- Provides for a maximum floor space ratio of at least 3.9:1 for the Land; and
- Makes the same, or a greater range of land uses permissible on the Land, as the Draft LEP.

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

- (a) Headings are inserted for convenience only and do not affect the interpretation of this Deed.
- (b) A reference in this Deed to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Sydney.
- (c) If the day on which any act, matter or thing is to be done under this Deed is not a business day, the act, matter or thing must be done on the next business day.
- (d) A reference in this Deed to dollars or \$ means Australian dollars and all amounts payable under this Deed are payable in Australian dollars.
- (e) A reference in this Deed to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- (f) A reference in this Deed to any agreement, or document is to that agreement, or document as amended, novated, supplemented or replaced.
- (g) A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Deed.
- (h) An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.

- (i) Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- (j) A word which denotes the singular denotes the plural, a word which denotes the plural denotes the singular, and a reference to any gender denotes the other genders.
- (k) References to the word 'include' or 'including' are to be construed without limitation.
- (l) A reference to this Deed includes the agreement recorded in this Deed.
- (m) A reference to a party to this Deed includes a reference to the servants, agents and contractors of the party, and the party's successors and assigns.
- (n) Any schedules and attachments form part of this Deed.

5 Development Contributions to be made under this Deed

The parties agree that:

- 5.1 The Developer will provide the Development Contributions comprising Monetary Contributions, dedication of land and material public benefit contributions, described in Schedule 3, to be paid dedicated, constructed or provided by the due dates specified in Column 3 of Schedule 3 and as provided in this Deed.

6 Application of the Development Contributions

- 6.1 The Developer acknowledges it is the Council's present intention that the Development Contributions will be made available for use and expenditure for the purposes set out in Column 2 of Schedule 3.
- 6.2 The Developer acknowledges that the manner in which the Council utilizes and expends the Development Contributions in Schedule 3 for the purposes in Column 2 is to be completely at the discretion of the Council.
- 6.3 If the Council has not applied a Development Contribution in Part A of Schedule 3 to the purposes set out in Column 2 of Schedule 3 within 4 years of the date of payment or any agreed extension of such period, the Developer may by notice in writing to the Council require the Council to so apply the Development Contribution within 12 months of receipt of the notice and in the event of non-compliance with the notice, the Council will on written demand by

the Developer, refund to the Developer the Development Contribution or any part which has not been so applied.

7 Development Application

7.1 The Developer shall include in any Development Application lodged in respect of the land (or part thereof) the material public benefits set out in Part B of Schedule 3 of this Deed and shall, provided any relevant conditions of development consent are consistent with the terms of this deed:

- a Comply with any condition of development consent requiring provision of the said material public benefits; and
- b Not seek to amend such conditions of development consent; and
- c Not appeal to the Land and Environment Court; and
- d Not take any other action to avoid complying with such conditions.

8 Indexation

On the date of payment, the Monetary Contributions will be adjusted to a revised amount being the amount specified in this Deed multiplied by the Sydney All Groups CPI as at the date of payment and divided by Sydney All Groups CPI as at the date of this Deed.

9 Late Payment

Where any payment of money is not made on or before the due date, the unpaid amount will accrue interest at 3% above the (daily) Reserve Bank of Australia Cash Rate from the date that payment was due up to and including the date when the overdue amount is paid.

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

10.1 The application of Sections 94 and 94A of the Act to the Proposed Development is not excluded.

11 Registration of this Deed

11.1 The developer agrees to procure the registration of this deed pursuant to section 93H of the Act on the relevant folios of the register pertaining to the Land within 28 days of the date of the deed, and to forward the executed deed to the Department of Lands for registration within 5 days of the date of this deed.

- 11.2 The parties agree and acknowledge that if any of the land is subdivided and sold, then the obligations in this planning agreement are jointly and severally binding on, and enforceable against the owner of each subdivided parcel of the land from time to time, on whose title this planning agreement is registered as if each owner for the time being had entered into this planning agreement.
- 11.3 If the New LEP is not made, or to the extent that the Developer had satisfied all of its obligations under this deed, the Council must, within 5 days of a request by the Developer, agree to the lodging of a request by the Developer for the registration of this deed to be removed from the title to the Land.
- 11.4 A Party must agree to a request by the other for the lodging of a request for the registration of this deed to be removed from the title to the Land if the deed is terminated.
- 11.5 The Parties may at any time agree to the lodging of a request for the registration of this deed to be removed from the title to the land or any part of the Land.

12 Review of this Deed


Any amendment or revocation of this Deed shall be by agreement in writing and in compliance with Section 93G of the Act.

13 Dispute Resolution

- 13.1 If a party claims that a dispute has arisen under this Deed ("Claimant"), it must give written notice to the other party ("Respondent") stating the matters in dispute and designating as its representative a person to negotiate the dispute ("Claim Notice").
- 13.2 Within 20 Business Days of receiving the Claim Notice, the Respondent must notify the Claimant of its representative to negotiate the dispute.
- 13.3 The nominated representatives must:
- a meet to discuss the matter in good faith within 10 Business Days after service by the Respondent of notice of its representative; and
 - b use reasonable endeavours to settle or resolve the dispute within 15 Business Days after they have met.
- 13.4 If the dispute is not resolved within 15 Business Days after the nominated representatives have met, either party may give to the other a written notice calling for determination of the dispute ("Dispute Notice").

13.5 The parties agree that a dispute shall be mediated if it is the subject of a Dispute Notice, in which case:

- a the parties must agree to the terms of reference of the mediation within 5 Business Days of the receipt of the Dispute Notice. If there is no agreement, the mediation rules of the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply;
- b the Mediator will be agreed between the parties or failing agreement within 5 Business Days of receipt of the Dispute Notice, either party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) to appoint a mediator;
- c the Mediator appointed pursuant to this clause 10.5 must:
 - i have reasonable qualifications and practical experience in the area of the dispute; and
 - ii have no interest or duty which conflicts or may conflict with his function as mediator he being required to fully disclose any such interest or duty before his appointment.
- d the mediator shall be required to undertake to keep confidential all matters coming to his knowledge by reason of his appointment and performance of his duties;
- e the parties must within 5 Business Days of receipt of the Dispute Notice notify each other of their representatives who will be involved in the mediation;
- f the parties agree to be bound by a mediation settlement and may only initiate judicial proceedings in respect of a dispute which is the subject of a mediation settlement for the purpose of enforcing that mediation settlement;
- g in relation to costs and expenses:
 - i each party will bear their own professional expert costs incurred in connection with the mediation;
 - ii the costs of the mediator will be shared equally by the parties unless the mediator determines a party has engaged in vexatious or unconscionable behaviour in which case the mediator may require the full costs of the mediation to be borne by that party.



- 13.6 If the dispute is not finally resolved either party is at liberty to litigate the dispute.
- 13.7 Each party must continue to perform its obligations under this Deed notwithstanding the existence of a dispute.

14 Enforcement

- 14.1 The parties acknowledge that by virtue of Section 122(b)(v) of the Act, a breach of this Deed shall constitute a breach of the Act.
- 14.2 On the dates set out in Column 5 to Schedule 3 to this deed, the Developer must procure and give to the Council bank guarantees with face values as set out in Column 4 of Schedule 3, as security for the payment in time of the Monetary Contributions.
- 14.3 If a Monetary Contribution remains unpaid after the expiration of 14 days from the due date for payment specified in Column 3 of Schedule 3, the Council may at any time and without notice to the Developer call for payment of money under the said guarantee and retain that money absolutely to satisfy or reimburse the Council for any liability, loss, cost, charge or expense incurred by the Council because of failure by the Developer to comply with all of its obligations under clause 5.1 in respect of that Monetary Contribution.
- 14.4 If the Developer satisfies its obligation to pay a Monetary Contribution, then the Council must return to the Developer the bank guarantee lodged as security for the payment of that Monetary Contribution.
- 14.5 If a Monetary Contribution is paid in part, the Council must return the bank guarantee lodged as security for payment of that Monetary Contribution, and the Developer must provide a new bank guarantee in an amount equal to the balance of the Monetary Contribution which remains to be paid to the Council.
- 14.6 Each bank guarantee referred to in this clause must be issued by a major Australian bank approved by the Council and be in terms satisfactory to the Council.
- 14.7 Bank guarantees provided under this clause for obligations which are for perpetuity must be called on in accordance with this clause or returned to the Developer or an appropriate successor or assign within 10 years of lodgement with the Council.
- 14.8 This Deed may be enforced by either party in any court of competent jurisdiction.

15 Notices

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

- a Delivered or posted to that Party at its address set out below.
- b Faxed to that Party at its fax number set out below.

Council

Attention: General Manager
Leichhardt Council
Address: 7-15 Wetherill Street,
LEICHARDT NSW 2040
Fax Number: 9367 9111

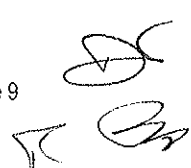
Developer

Attention: CEO
Balmain Tigers
Address: 138-152 Victoria Road
ROZELLE NSW 2039
Fax Number: 9810 2176

15.2 If a Party gives the other Party 3 business days notice of a change of its address or fax number, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or faxed to the latest address or fax number.

15.3 Any notice, consent, information, application or request is to be treated as given or made at the following time:

- a If it is delivered, when it is left at the relevant address.
- b If it is sent by post, 2 business days after it is posted.



- c If it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.

15.4 If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a business day, or if on a business day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next business day.

16 Approvals and consent

Except as otherwise set out in this Deed, and subject to any statutory obligations, a Party may give or withhold an approval or consent to be given under this Deed in that Party's absolute discretion and subject to any conditions determined by the Party. A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

17 Assignment and Dealings

Neither the Developer or any of the owners of the land shall sell, transfer, assign or novate or similarly deal with ("Dealing") their right, title or interest in the Land (if any) or any of their rights or obligations under this Deed, or allow any interest in them to arise or be varied unless the Developer and/or owners of the land:-

- 17.1 give the Council no less than 28 days notice in writing of the proposed Dealing.
- 17.2 procures that the transferee, assignee or novatee executes and delivers to the Council prior to any such Dealing taking effect an Deed in favour of the Council in form and substance acceptable to the Council, acting reasonably, whereby the transferee, assignee or novatee becomes contractually bound with the Council to perform all of the Developer's and/or owners obligations and have the benefit of all the Developer's and/or owners rights under this Deed.

18 Costs

The Developer shall pay the Council's reasonable costs in relation to the negotiation, preparation and execution of this Deed and any stamp or other duty (including GST) which may be payable in respect of it to a maximum of \$40,000.00. Payment will be made within 7 days of gazettal of the New LEP.

19 Entire Deed

This Deed contains everything to which the Parties have agreed in relation to the matters it deals with. No Party can rely on an earlier document or anything said or done by another Party or by a director, officer, agent or employee of that Party before this Deed was executed except as permitted by law.

20 Further acts

Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to affect, perfect or complete this Deed and all transactions incidental to it.

21 Governing law and jurisdiction

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

22 Joint and individual liability and benefits

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

23 No fetter

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

24 Representations and warranties

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

25 Severability

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

26 Modification

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

27 Waiver

The fact that a Party fails to do or delays in doing something the Party is entitled to do under this Deed does not amount to a waiver of any obligation of or breach of obligation by another Party. A waiver by a Party is only effective if it is in writing. A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

28 GST

28.1 If GST is payable on a Taxable Supply made under, by reference to or in connection with this deed, the Developer must pay the GST Amount.

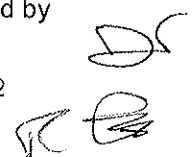
28.2 This clause continues to apply after expiration or termination of this deed.

28.3 Each party agrees to do all things, including providing tax invoices and other documentation, that may be necessary or desirable to enable or assist the other party to claim any input tax credit, adjustment or refund in relation to any amount of GST paid or payable in respect of any supply made under or in connection with this deed.

28.4 Any input tax credit received by the Council for a payment by the Developer of the GST Amount under this clause is to be passed on to the Developer.

29 Explanatory Note Relating to this Deed

29.1 Annexure A contains the Explanatory Note relating to this Deed required by clause 25E of the Regulation.

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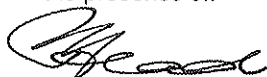
29.2 Pursuant to clause 25E(7) of the Regulation, the parties agree that the Explanatory Note in Annexure A is not to be used to assist in construing the Deed.

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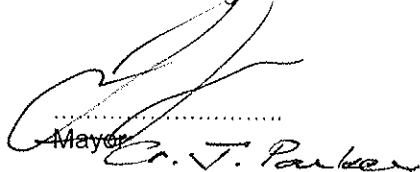
EXECUTED BY THE PARTIES AS A DEED.

Execution

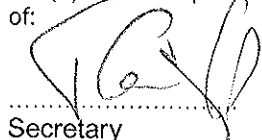

THE COMMON SEAL of LEICHHARDT)
COUNCIL was hereunto affixed by authority of)
a resolution made on 3 June 2008)
in the presence of:)



General Manager


Mayor

THE COMMON SEAL of BALMAIN LEAGUES)
CLUB LIMITED (ACN 000 190 161) was)
hereunto affixed in accordance with Section)
127(1) of the Corporations Act (Cth) by authority)
of:)


Secretary
Director


DAVID TRODDEN

EXECUTED BY BALMAIN LEAGUES
CLUB LIMITED (ACN 000 190 161)
pursuant to section 127(1) of the
Corporations Act (Cth) by:



Secretary
(Print Name)

Jim CAMILLER


Director
(Print Name) DAVID TRODDEN

Schedule 1 Section 93F Requirements

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 93F(1))	
The Developer has: (a) Sought to 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) Yes (b) Yes (c) Not applicable
Description of land to which this Deed applies – (Section 93F(3)(a))	The whole of the Land.
Description of change to the environmental planning instrument to which this Deed applies – (Section 93F(3)(b))	The amendments to made to the LEP by the Draft LEP. – see annexure B.
Applicability of section 94 of the Act – (Section 93F(3)(d))	The application of section 94 is not excluded.
Applicability of section 94A of the Act – (Section 93F(3)(d))	The application of section 94A is not excluded.
Consideration of benefits under this Deed if section 94 applies – (Section 93F(3)(e))	The benefits under this agreement are not to be taken into consideration in determining a development contribution under section 94.
Mechanism for Dispute resolution – (Section 93F(3)(f))	See clause 13
Enforcement of this Deed – (Section 93F(3)(g))	See clause 14
No obligation to grant consent or exercise functions – (Section 93F(9))	See clause 23

Schedule 2 – Land

1 Title

The Land is the following parcels of land situated in Leichhardt known as **Balmain Leagues Club properties** namely:

- 138-152 Victoria Road, Rozelle (being Lot 1 DP 528045).
- 154-156 Victoria Road, Rozelle (being Lot 1 DP 109047).
- 697 Darling Street, Rozelle (being Lot 104 DP 733658).
- 1-7 Waterloo Street, Rozelle (being Lots 101 and 102 DP 629133, Lots 37 and 38 DP 421 and Lot 36 DP 190866).

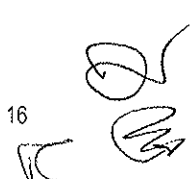
as shown edged heavy black on the map marked "Leichhardt Local Environmental Plan 2000 (Amendment No. 16)" attached to the DLEP.

2 Proposed Development

The redevelopment of the Land including the demolition of existing structures and the construction of a mixed retail, commercial and residential development including a Leagues club and associated works on the Land.

Details of the proposed redevelopment are set out below:

- Retail shops.
- Commercial offices.
- Residential apartments and terraces.
- Carparking.
- Leagues club.

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Schedule 3 – Development Contributions Schedule

1 Development Contributions

The Developer agrees to make the following Development Contributions to Council:

PART A – Monetary Contributions				
Column 1	Column 2	Column 3	Column 4	Column 5
Development Contribution	Intended Use/ Purpose	Date the Development Contribution is payable	Amount of Bank Guarantee	Date the Bank Guarantee must be lodged
<p>Payment to Council of \$250,000 (exclusive of GST) for upgrading of roads, footpaths and traffic facilities in the vicinity of the proposed development, including the western side of Darling Street between Victoria Road and Waterloo Street.</p> <p>This amount is in addition to any condition of development consent requiring the Applicant to undertake upgrading works reasonably necessary for the development. Council must undertake these works within 4 years from the date of payment or any agreed extension of such period.</p>	<ul style="list-style-type: none"> upgrading of roads, footpaths and traffic facilities in the vicinity of the proposed development 	Prior to issue of any construction certificate.	\$250,000.00	Prior to lodgment of any development application
<p>Payment to Council of an annual amount of \$50,000 (exclusive of GST) each year for 10 years for community grants. This funding is over and above obligations under the Leagues Club's Community Development & Support Expenditure (CDSE). A committee will be established consisting of equal representation from Council and Tigers to decide on the distribution of the grants. In the event of a dispute, the final decision will be made by a full meeting of Council.</p>	<ul style="list-style-type: none"> grants to community groups. 	Payment on 1 July each year to commence after the issue of an occupation certificate for the retail use.	\$500,000.00	Prior to lodgment of any development application

PART B – Material Public Benefit Contributions to be Provided by the Developer

The developer shall include in any development application lodged in respect of the land (or part thereof) the material public benefits set out in Part B of Schedule 3 of this Deed and shall, provided any relevant conditions of development consent are consistent with the terms of this deed:

- Comply with any condition of development consent requiring provision of the said material public benefits; and
- Not seek to amend such conditions of development consent; and
- Not appeal to the Land and Environment Court; and
- Not take any other action to avoid complying with such conditions.

Column 1	Column 2	Column 3	Column 4	Column 5
Development Contribution for material Public Benefit	Intended Use/purpose	Date the Contribution is to be provided by the Developer	Amount of Bank Guarantee	Date the Bank Guarantee must be lodged
Construction of a pedestrian link (ie the proposed retail arcade) from the Proposed Development to the Darling Street shop frontage as shown in DDCP.	To ensure adequate pedestrian movement both within and to and from the site.	Will be completed prior to the release of any Occupation Certificate for the development	N/A	N/A
Construction of a pedestrian bridge across Victoria Road as shown in the Draft Development Control Plan (DDCP). The developer is required to undertake all works and do all things necessary, including obtaining all approvals, and the acquisition of land or payment of other compensation, at its cost, to provide the bridge.	To ensure adequate pedestrian movement both within and to and from the site.	Will be completed prior to the release of any Occupation Certificate for the development	N/A	N/A

<p>A community shuttle bus will be provided and operated by the Developer to carry passengers to and from the development. The bus will operate as a minimum during the opening hours of the retail component of the development, will be at least a 25 seater, wheelchair accessible (ie with a lift), and will service all suburbs of the Leichhardt LGA. This shuttle bus service will be provided in perpetuity, unless written authorisation to cease the service is provided by Council. The Developer and all future owners of the proposed development will be jointly and severally obliged to provide this bus service. The service will not charge fares or otherwise impose a charge on passengers for use for the first two years of operation. After that period the fares will be reviewed and the introduction of any fares must be approved by Council.</p>	<p>To reduce traffic generation by ensuring adequate transportation to and from site for the public, employees and residents.</p>	<p>Service is to be operational prior to commencement of trading of any retail development.</p>	<p>N/A</p>	<p>N/A</p>
<p>Provide a designated area, in an easily accessible place within the development, for taxis to pick up and drop off.</p>	<p>To reduce traffic generation by ensuring adequate transportation to and from site for the public, employees and residents.</p>	<p>Will be completed prior to the release of any Occupation Certificate for the development</p>	<p>N/A</p>	<p>N/A</p>
<p>The developer will provide a free home delivery service for the customers of all retailers (delivery within a 5km radius of the centre). This service will be provided in perpetuity, unless written authorisation to cease the service is provided by formal resolution of Council. The Developer and all future owners of the Proposed Development will be jointly and severally obliged to provide this service.</p>	<p>To reduce traffic generation and provide a public service to retail customers.</p>	<p>Service is to be operational prior to commencement of trading of any retail development</p>	<p>N/A</p>	<p>N/A</p>

<p>The developer will implement the NSW Department of Commerce <i>Aboriginal Participation in Construction Guidelines</i> (as at 1 January 2007) in all contracts for the construction of the development.</p>	<p>To endeavour to provide employment to Aborigines and Torres Strait Islanders.</p>	<p>Periods of construction of the Proposed Development</p>	<p>N/A</p>	<p>N/A</p>
<p>The developer will provide the following Bike facilities as a minimum. This clause may be superseded by a DA condition that imposes more onerous requirements.</p> <p>Shoppers: Provide 30 bike spaces, a mix of covered and uncovered, at grade and accessible from the plaza to be spread over strategic entry points at entry to plaza. 6 Lockers are to be co-located with the bike spaces.</p> <p>Employees: Provide 25 spaces within a secure part of the basement level, co-located with 25 lockers and 3 unisex shower/toilet/change rooms (individual rooms).</p> <p>Residents: Provide 1 secure space per 5 units, which may be broken up over basement levels, plus 5 spaces for residential visitors.</p>	<p>To reduce vehicle traffic generation by ensuring adequate bicycle facilities are provided for the public, employees and residents.</p>	<p>Will be completed prior to the release of any Occupation Certificate for the development</p>	<p>N/A</p>	<p>N/A</p>
<p>The developer will facilitate the operation of a community car sharing scheme from the development, and will provide a minimum of two marked car spaces for the exclusive use of such scheme.</p>	<p>To reduce vehicle traffic generation</p>	<p>The car spaces will be available for such use prior to the release of any Occupation Certificate for the development</p>		

Annexures:

- A Explanatory Note
- B Draft LEP 2000 (Amendment No. 16)
- C Draft DCP, Part D site Specific Controls for the Tigers Precinct

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ANNEXURE A

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EXPLANATORY NOTE

**DRAFT PLANNING AGREEMENT RELATING TO
DRAFT AMENDMENT NO.16 TO LEICHHARDT
LOCAL ENVIRONMENTAL PLAN 2000 - BALMAIN
LEAGUES CLUB PROPERTIES**

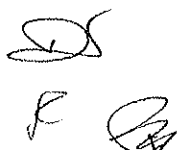
BETWEEN

LEICHHARDT MUNICIPAL COUNCIL

AND

BALMAIN LEAGUES CLUB LIMITED

EXHIBITION: TUESDAY, 29 APRIL 2008 TO TUESDAY, 27 MAY 2008

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EXPLANATORY NOTE

DRAFT PLANNING AGREEMENT RELATING TO DRAFT AMENDMENT No.16 TO LEICHHARDT LOCAL ENVIRONMENTAL PLAN 2000 - BALMAIN LEAGUES CLUB PROPERTIES

The purpose of this Explanatory Note is to provide a plain English summary to support the exhibition of a draft voluntary planning agreement (the planning agreement), under Section 93F of the Environmental Planning and Assessment Act 1979 (EPA Act), for changes to the planning controls over the land known as the Balmain Leagues Club properties.

This explanatory note has been prepared jointly between the parties as required by clause 25E of the Environmental Planning and Assessment Regulation 2000.

1 PARTIES TO THE PLANNING AGREEMENT

Balmain Leagues Club Limited (the Developer) made an offer to Leichhardt Council (the Council) to enter into a voluntary Planning Agreement, in connection with Draft Amendment No.16 to Leichhardt LEP 2000.

2 DESCRIPTION OF THE SUBJECT LAND

The subject land, the Balmain Leagues Club properties, to which this Planning Agreement applies is described as follows:

- 138-152 Victoria Road, Rozelle (being Lot 1 DP 528045).
- 154-156 Victoria Road, Rozelle (being Lot 1 DP 109047).
- 697 Darling Street, Rozelle (being Lot 104 DP 733658).
- 1-7 Waterloo Street, Rozelle (being Lots 101 and 102 DP 629133, Lot 37 and 38 DP 421 and Lot 36 DP 190866).

A plan of the land marked "SSP" is annexed to this note.

3 DESCRIPTION OF PROPOSED CHANGE TO ENVIRONMENTAL PLANNING INSTRUMENT

Draft Amendment No.16 to Leichhardt LEP 2000 (draft LEP) has been prepared to amend Leichhardt LEP 2000 to permit a mixed use development on the Balmain Tigers Club properties with a maximum floor space ratio of 3.9:1.

Exhibition of the draft LEP is part of the statutory process Leichhardt Council is undertaking in relation to the rezoning application.



The draft LEP has been placed on exhibition for public comment from 9 April to 7 May 2008. Following consideration of submissions, the draft LEP may be amended. Council will consider reports on both submissions received in response to the exhibition of the draft LEP and submissions in regard to the draft planning agreement. Council will then determine whether the draft LEP should be made and whether to enter into the draft planning agreement.

4 SUBMISSIONS ON DRAFT PLANNING AGREEMENT

Council invites written submissions which must be received not later than 5.15pm on Tuesday, 27 May 2008. Submissions should be addressed to the General Manager at PO Box 45, Leichhardt, 2040.

5 SUMMARY OF OBJECTIVES, NATURE AND EFFECT OF THIS PLANNING AGREEMENT

The objective of the draft planning agreement is to secure public benefits in connection with the making of Draft Amendment No.16 to Leichhardt Local Environmental Plan 2000.

The nature of the draft planning agreement is to secure the following:

Part A – Monetary Contributions

- Payment to Council of \$250,000 for upgrading of roads, footpaths and traffic facilities in the vicinity of the proposed development, in addition to works required under any condition of consent to a Development Application.
- Payment to Council of an annual amount of \$50,000 each year for 10 years for community grants.

Part B – Material Public Benefit Contributions to be Provided by the Developer

- Construction of a pedestrian link (i.e. the proposed retail arcade) from the proposed development to the Darling Street shop frontage.
- Construction of a pedestrian bridge across Victoria Road.
- A community shuttle bus to carry passengers to and from the development.
- A designated area, in an easily accessible place within the proposed development, for taxis to pick up and drop off.
- A free home delivery service for the customers of all retailers (delivery within a 5km radius of the centre).
- Implementation of the NSW Department of Commerce *Aboriginal Participation in Construction Guidelines* in all contracts for the construction of the development.
- Bike facilities for shoppers, employees and residents.

- Operation of a community car sharing scheme from the proposed development and the provision of a minimum of two marked car spaces for the exclusive use of such scheme.

The draft planning agreement reserves the right for Council to impose section 94 contributions in respect of a development application lodged for the Balmain Leagues Club properties.

6 ASSESSMENT OF THE MERITS OF THIS PLANNING AGREEMENT

a **How this planning agreement promotes the public interest and one or more of the objects of the Environmental Planning And Assessment Act 1979**

The draft planning agreement promotes the public interest by securing the monetary contributions and material public benefit contributions as set out in Section 5 above and will help meet the following objects of the Environmental Planning and Assessment Act 1979 as set out in section 5(a) of that Act:

- The promotion and co-ordination of the orderly and economic use and development of land.
- The provision of land for public purposes.
- The provision and co-ordination of community services and facilities.
- Ecologically sustainable development

How this planning agreement promotes one or more elements of the Council's charter under Section 8 of the Local Government Act 1993

The draft planning agreement promotes the following elements of the Council's Charter:

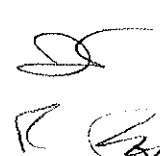
- To provide directly or on behalf of other levels of government, after due consultation, adequate, equitable and appropriate services and facilities for the community and to ensure that those services and facilities are managed efficiently and effectively.
- to properly manage, develop, protect, restore, enhance and conserve the environment of the area for which it is responsible, in a manner that is consistent with and promotes the principles of ecologically sustainable development
- To bear in mind that it is the custodian and trustee of public assets and to effectively account for and manage the assets for which it is responsible.

b The planning purpose served by this planning agreement and whether the agreement provides for a reasonable means of achieving that purpose

- To facilitate pedestrian movement both within and to and from the site by the construction of a pedestrian link to Darling Street from the development, and a pedestrian bridge across Victoria Road.
- To reduce traffic generation to and from the site by the provision of a community shuttle bus, free home delivery, a taxi pick up and drop off area, bike facilities for shoppers, employees and residents, and a community car sharing scheme.
- To provide employment to Aborigines and Torres Strait Islanders, by implementing the NSW Department of Commerce *Aboriginal Participation in Construction Guidelines* in all contracts for the construction of the development.
- To enhance the public domain in the vicinity of the site by a monetary contribution of \$250,000 for the upgrading of roads, footpaths and traffic facilities.
- To promote the social and cultural welfare of the community by the provision of an annual monetary contribution of \$50,000 each year for 10 years, for community grants.

c Whether the agreement conforms with Leichhardt Council's capital works program

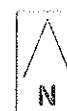
The draft planning agreement does not form part of Leichhardt Council's currently adopted capital works program.



"SSP"



Site Specific Provisions



SCALE 1:1500

LOCALITY: Rozelle

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Environmental Planning & Assessment Act, 1979

**LEICHHARDT LEP 2000
AMENDMENT NO. 16
ZONING MAP**

DRAWN BY: J Taylor DATE: 12 March 2008

PLANNING OFFICER: S. Manoski

COUNCIL FILE: 07 00041

DoP FILE:

GOV. GAZ. No.: DATE:

STATEMENT OF RELATIONSHIP WITH OTHER PLANS:

THIS PLAN AMENDS LEICHHARDT LEP 2000

CERTIFIED IN
ACCORDANCE
WITH THE EP&A
ACT, 1979, AND
REGULATIONS

GENERAL MANAGER

DATE:

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16/04

ANNEXURE B

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Leichhardt Local Environmental Plan 2000 (Amendment No 16)

under the
Environmental Planning and Assessment Act 1979

I, the Minister for Planning, make the following local environmental plan under the
Environmental Planning and Assessment Act 1979.

FRANK SARTOR, M.P.,
Minister for Planning

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Leichhardt Local Environmental Plan 2000 (Amendment No 16)

1 Name of plan

This plan is Leichhardt Local Environmental Plan 2000 (Amendment No 16).

2 Aims of plan

This plan aims to amend Leichhardt Local Environmental Plan 2000 to allow higher density mixed use development (residential, commercial and retail) on the land to which this plan applies, provided specific development standards and objectives are met in relation to FSR, uses and height.

3 Land to which plan applies

This plan applies to the following land situated in Leichhardt known as **Balmain Leagues Club Precinct** namely:

- 138-152 Victoria Road Rozelle (being Lot 1 DP 528045)
- 154-156 Victoria Road Rozelle (being Lot 1 DP 109047)
- 697 Darling Street Rozelle (being Lot 104 DP 733658)
- 1-7 Waterloo Street Rozelle (begin Lots 101 & 102 DP629133, Lot 37 & 38 DP 421 and Lot 36 DP190866)

as shown edged heavy black on the map marked "Leichhardt Local Environmental Plan 2000 (Amendment No 16)" deposited in the office of Leichhardt Council.

4 Amendment of Leichhardt Local Environmental Plan 2000

Leichhardt Local Environmental Plan 2000 is amended as set out in the Schedule to this plan.



The Schedule

[1] Delete the heading to Part 2 Schedule 1 and replace it with:

Part 3 Restrictions on Certain Uses on Specific Sites

[2] Insert at the end of Part 1 Schedule 1:

Part 2 Amended Controls on Specific Sites

Balmain Leagues Club Precinct Site (the site) being all of:

- 138-152 Victoria Road Rozelle (being Lot 1 DP 528045)
- 154-156 Victoria Road Rozelle (being Lot 1 DP 109047)
- 697 Darling Street Rozelle (being Lot 104 DP 733658)
- 1-7 Waterloo Street Rozelle (begin Lots 101 & 102 DP629133, Lot 37 & 38 DP 421 and Lot 36 DP190866)

Despite any other provisions of this plan:

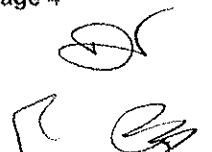
1. Consent may be granted for *mixed use development* on the site that does not comply with the provisions of Clause 23(1) of this Plan but only where the following objectives are met:
 - (a) The development integrates suitable business, office, residential, retail and other uses so as to maximise public transport patronage and encourage walking and cycling; and
 - (b) The development contributes to the vibrancy and prosperity of the Rozelle Commercial Centre with an active street life while maintaining residential amenity; and
 - (c) The development is well designed with articulated height and massing providing a high quality transition to the existing streetscape; and
 - (d) The traffic generated by the development does not adversely impact on traffic (pedestrian and motor vehicles) on Darling Street, Waterloo Street and Victoria Road; and
 - (e) Any residential development at street level has a frontage to Waterloo Street and, when viewed from the Street, have the appearance of no more than three storeys.
2. Consent must not be granted to development on the site unless that development applies to all parcels of land within the site.
3. Consent must not be granted for *development* on the site if it would result in:

- (a) a total Floor Space Ratio (FSR) in excess of 3.9:1;
 - (b) a FSR utilised for shops in excess of 1.3:1;
 - (c) a FSR utilised for commercial premises in excess of 0.2:1;
 - (d) a FSR utilised for *Club* in excess of 0.5:1;
 - (e) a FSR utilised for residential development in excess of 1.9:1;
 - (f) a building height exceeding 12.5m above the existing road level at any point; within 10m of Waterloo Street
 - (g) a building height exceeding RL 52.0 AHD and two storeys within 36m of Darling Street;
 - (h) any building with more than twelve storeys or with a building height exceeding RL82.0 AHD; and
 - (i) residential development other than in accordance with clauses 19.6 and 19.7 of this Plan.
4. For the purposes of this Part **mixed use development** means a building or place comprising 2 or more different land uses permissible in the Business Zone.

[3] *Insert in appropriate order in the definition of Zoning Map in Schedule 3 – Glossary:*

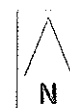
building height (or **height of building**) means the vertical distance between ground level (existing) at any point to the highest point of the building, including plant and lift overruns, but excluding communication devices, antennae, satellite dishes, masts, flagpoles, chimneys, flues and the like

“Leichhardt Local Environmental Plan 2000 (Amendment No.16 – Zoning Map”





Site Specific Provisions



SCALE 1:1500

LOCALITY: Rozelle

COPYRIGHT LPI NSW 2004

Environmental Planning & Assessment Act, 1979

LEICHHARDT LEP 2000

AMENDMENT NO. 16

ZONING MAP

DRAWN BY: J Taylor

DATE: 12 March 2008

STATEMENT OF RELATIONSHIP WITH OTHER PLANS:

PLANNING OFFICER: S. Manoski

THIS PLAN AMENDS LEICHHARDT LEP 2000

COUNCIL FILE: 07 00041

CERTIFIED IN
ACCORDANCE
WITH THE EP&A
ACT, 1979, AND
REGULATIONS

DoP FILE:

GOV. GAZ. No.:

DATE:

GENERAL MANAGER

DATE:

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ANNEXURE C

DS
K PA

D1.0 SITE SPECIFIC CONTROLS

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Balmain Leagues Club Precinct

D1.1 Land to which this Section Applies

This section applies to the properties identified below and illustrated in Figure 1.1 herein referred to as the Balmain Leagues Club Precinct.

Properties to which this development control plan applies:

- 138-152 Victoria Road Rozelle (being Lot 1 DP 528045)
- 154-156 Victoria Road Rozelle (being Lot 1 DP 109047)
- 697 Darling Street Rozelle (being Lot 104 DP 733658)
- 1-7 Waterloo Street Rozelle (begin Lots 101 & 102 DP629133, Lot 37 & 38 DP 421 and Lot 36 DP190866)

These properties are the subject of a site specific amendment to Leichhardt Local Environmental Plan 2000 (Amendment No.16).

For ease of description, these properties are called the "*Balmain Leagues Club Precinct*".

Figure 1.1 Area to which this Development Control Plan applies (*Balmain Leagues Club Precinct*)



D1.2 Background

This section of Leichhardt Development Control Plan 2000 has been designed to guide the redevelopment of the subject lands in conjunction with the site specific amendment to Leichhardt Local Environmental Plan 2000.

D1.3 Relationship with other Standards Contained within this Development Control Plan

This section of the Development Control Plan applies to the *Balmain Leagues Club Precinct* only, and is not applicable to any other site(s) within the Area.

Development within the *Balmain Leagues Club Precinct* is subject to the relevant objectives, guidelines and controls contained in Leichhardt Local Environmental Plan 2000, as amended by Amendment No.16, Development Control Plan 2000 as amended by the addition of this section. Where there is a direct conflict between the site specific controls in this section and any other sections of Leichhardt Development Control Plan 2000, this section shall prevail.

D1.4 General Objectives

- To provide a planning and urban design framework that guides the redevelopment of the *Balmain Leagues Club Precinct*.
- To enable the redevelopment of the *Balmain Leagues Club Precinct* as a consolidated parcel.
- To encourage well designed development with articulated height and massing.
- To promote development that links to and contributes to the ongoing vibrancy and viability of the Rozelle Commercial Centre.
- To promote the long term viability of the Balmain Leagues Club on the site, for the benefit of the local community.
- To promote low and moderately priced housing through a mix of dwelling types.
- To ensure an integrated and well designed public domain environment that supports the existing Rozelle commercial area.
- To promote ecologically sustainable development.

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D1.5 Layout and Massing

Objective

Enable the redevelopment of the site whilst minimising impacts on the surrounding area.

Rationale

Development within the *Balmain Leagues Club Precinct* represents a varied building scale from the surrounding area. In facilitating this development, it is integral that the design process seeks to manage and mitigate impacts on surrounding properties.

Design or Planning Principles

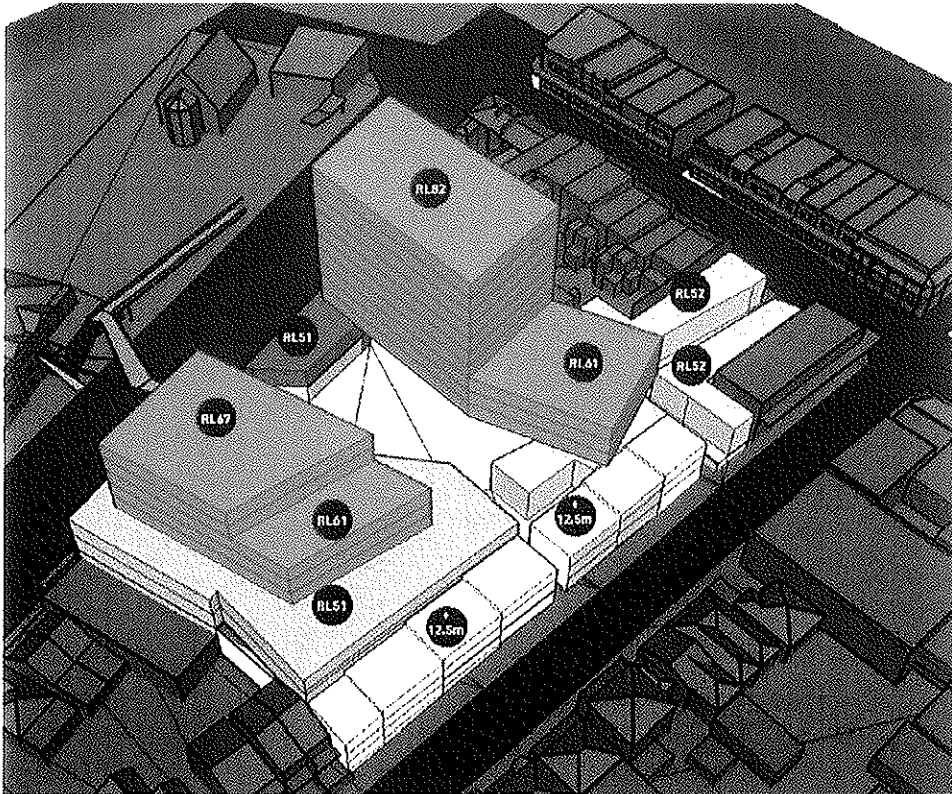
The scale, bulk and placement of buildings should be designed with reference to the following:

- **Scale and Form:** where the height and scale of development departs from the scale and form of the surrounding area, transitional elements, such as setbacks and variable heights are to be used to reduce impacts, particularly along Waterloo Street and to the rear of the Darling Street properties.
- **Block Pattern:** buildings (particularly at the lower levels) are to be placed around the perimeter of the block to promote the formation of a street edge that encourages formation of street walls, maximises surveillance of the public domain and facilitates active street frontages.
- **Open areas:** open plaza/courtyard areas are to be provided in the centre to reduce density and increase solar access within the development.
- **Pedestrian movement:** pedestrian movement through the site is to be encouraged and integrated by accessible means with established pedestrian routes including Darling Street and Victoria Road.
- **Solar Access:** Larger scale buildings are to be orientated to maximise solar access to areas of open space, whilst minimising the impacts of overshadowing on adjoining properties.
- **Visual and Acoustic Privacy:** Separation distances between buildings are sufficient to ensure a satisfactory degree of privacy is achievable within all residential dwellings.

Controls

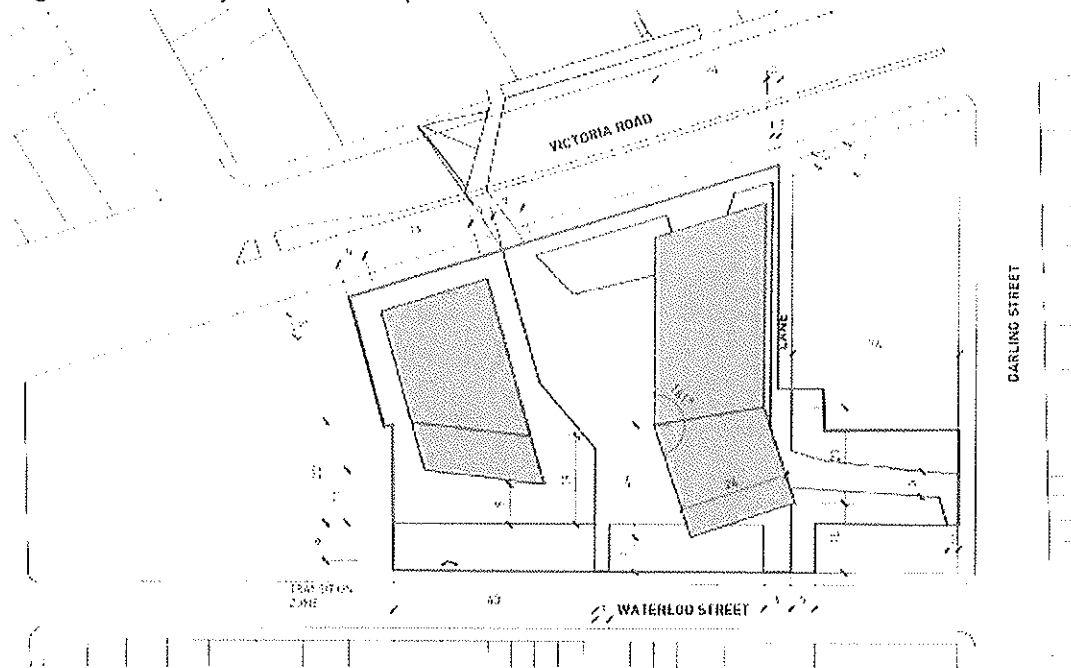
- Development (including balconies) may only occur within the building envelopes as shown in Figures 5.1 and 5.2 below.
- There is to be no additional overshadowing after 10:30 AM for any Waterloo Street residential properties on the winter solstice.
- Limit overshadowing of the Darling Street properties and residential properties to the south east of the site.
- Provide a 1.5 metre setback at ground level and an additional 1.5 metre setback above the podium level from the private right of way at the rear of the Darling Street properties.
- Minimise visual impacts of the development from Darling Street.
- Provide a setback or architectural treatment to new buildings along Waterloo Street to enable an appropriate transition to new development.
- Reflect the fine grain residential character of Waterloo Street, the building forms in Waterloo Street should be vertically articulated to reflect the pattern of residential lot development and step with the topography.

Figure 5.1 Height map



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Figure 5.2 Major setback map



Habitation 2008

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D1.6 Land Use

Objective

Provide a diverse range of uses and distribute them in a manner that:

- Contributes to the development of a vibrant Rozelle commercial centre.
- Reduces reliance on motor vehicles and encourages pedestrian use.

Rationale

Land use mix refers to the types of uses to be provided on site and their distribution within building envelopes. The Business Zone allows for a range of land uses to be provided on the site. This creates the opportunity to provide a vibrant mix of uses. The mix and distribution of land uses should be guided by the site analysis process to promote a sustainable and integrated addition to the Rozelle Commercial Centre and to address the contrasting characters of Waterloo Street and Victoria Road.

Design or Planning Principles

- Provide a range of land uses to promote the development of a vibrant Rozelle commercial centre that meets the needs of the local community. The range of uses shall include:
 - Commercial
 - Retail including a supermarket and fresh food market
 - Restaurants and cafes
 - Residential
 - Car parking
 - Leagues Club
 - Plaza and other public accessible spaces.
- Locate smaller scale retail units, in particular cafes and restaurants, around the central plaza and internal pedestrian routes to enhance activity levels.
- Locate larger scale retail development, which require larger servicing areas within basement levels.
- Reinforce Waterloo Street as a semi-residential environment.

- Locate commercial development along the Victoria Road frontage.
- Provide a broad unit mix and adaptable accommodation.

Controls

- Residential unit mix shall be consistent with Part 4 Clause 19(6) Diverse Housing and Clause 19(7) Adaptable Housing in Leichhardt Local Environmental Plan 2000.
- Noise sensitive areas (such as bedrooms) shall be located away from noise sources. (Refer to State Environmental Planning Policy (Infrastructure) and other relevant planning policies)).
- Noise sensitive shielding or attenuation techniques shall be provided as part of the design and construction of the building.
- Safe and accessible paths of travel shall be provided from established retail and commercial areas along Darling Street and Victoria Road to the central plaza area.
- The development shall include all of the following:
 - o direct pedestrian access to Darling Street
 - o Pedestrian bridge over Victoria Road accessed directly from the development and via lift and stairs or ramp from both sides of Victoria Road
 - o Free home delivery from all shops located on site to within a five kilometre radius of the centre
 - o Community bus (minimum 25 seater, accessible & free) operating the same hours as the shops and travelling the major roads of the municipality from East Balmain to Parramatta Road. A travel route map and timetable shall be submitted with any development application
 - o Bike facilities for both shoppers and staff - a minimum of 55 bike spaces, with lockers and shower facilities
 - o Bike facilities for residents at a rate of 1 per every 5 units plus a minimum of 5 visitor spaces
 - o A minimum of two marked car spaces for the exclusive use of car share scheme
 - o A designated area, in an easily accessible place within the development, for taxis to pick up and drop off.
- Any pedestrian overpass shall not prevent paths of travel along Victoria Road.

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D1.7 Building Language

Objective

To provide an iconic landmark development through high quality design, the use of innovative architectural forms and high quality materials and finishes.

Rationale

Development within this precinct will form an integral part of the Rozelle commercial centre and will be widely recognisable. The development will need to display iconic qualities and promote a strong sense of place. A contextual view will also need to be employed throughout the design process that seeks to integrate development of the site with the surrounding built environment.

Planning Principles

- Employ high quality architectural expression that is innovative and contemporary, with reference to the following
 - o Contemporary forms: embrace modern forms that are based on recent construction methods and the incorporation of ecologically sustainable development principles
 - o Articulation: use articulation to break up the bulk of larger buildings and provide a greater sense of transition between the site and the surrounding area. For example greater levels of articulation levels should be provided along the Waterloo Street frontage to reflect the small lot development of surrounding residential streets
 - o Materials and finishes: use high quality materials and finishes that highlight architectural features and enhance articulation. Encourage the use of materials that are durable, produce low glare and do not require high levels of maintenance, particularly around public spaces
 - o Legibility: use balanced variations in form, articulation and materials/finishes to highlight individual buildings and enhance the visibility of entrances
 - o Fenestration: reflect the function of buildings through fenestration patterns. Avoid expansive areas of blank glass especially along Waterloo Street, Moodie Street and internal public spaces. Avoid solid walls throughout.
 - o Roof structures: carefully integrate roof structures into the architectural style of the building and minimise the impact of any plant or telecommunications equipment
 - o Street pattern: reinforce the fine grained residential character along Waterloo Street through residential development height conforming to the topography of Waterloo Street



- o Street interface: maximise activity level and surveillance along main pedestrian routes by placing small retail units around the plaza and pedestrian links. Encourage greater surveillance along Waterloo Street by providing individual entryways to residential dwellings.

Controls

- The design of the development is to be developed in consultation with a Design Review Panel appointed by Council.
- In accordance with State Environmental Planning Policy 65, a Design Statement is to be submitted in support of any development application comprising residential flat development. The Design Statement is to address relevant issues relating the design of all buildings (with reference to the *Residential Flat Design Code* (where appropriate)).
- The proposal should demonstrate compliance with the objectives for energy efficiency and water conservation as provided in State Environmental Planning Policy 65.
- Unit depth shall be a maximum of eighteen metres to maximise opportunities for natural ventilation. Where unit depth exceeds eighteen metres, the design must demonstrate how natural ventilation can be satisfactorily achieved particularly in relation to habitable rooms.
- Living rooms and private open spaces for at least 70% of apartments should receive a minimum of three hours direct sunlight between 9AM and 3PM on the winter solstice.
- A maximum of 10% of single-aspect units may have a southerly (SW-SE) aspect.
- Balconies should be a minimum area of ten square metres with a minimum depth of 2.4 metres and directly accessible from main living areas.
- All roof structures, such a plant, lift overruns and telecommunications equipment shall be integrated into the design of the development and setback a minimum of five metres from any external building facade.
- A minimum articulation zone of four metres shall be provided within the perimeter of the building envelope. Of this articulation zone up to 75% of this zone may contain floor space. However, the remaining 25% articulation space shall not wholly be used for balcony area.

D1.8 Development within the Conservation Area

Objective

Ensure new access ways and infill buildings along Darling Street enhance the character of the streetscape.

Rationale

Development within the conservation area would provide an essential pedestrian link from Darling Street to the central plaza area. Infill development within the conservation area would be designed to sensitively relate and minimise impacts to the broader conservation value of the locality.

Planning Principles

For the *Balmain Leagues Club Precinct* to become an integral part of the Rozelle commercial centre, a direct link between Darling Street and the central plaza area is needed. The Darling Street streetscape is of conservation significance. Replacement buildings which frame the new access point and pedestrian link between Darling Street and the plaza area need to be designed so that the significance of the streetscape is maintained and enhanced.

- Retain the contributory features of properties fronting Darling Street however allow the demolition of No. 697 Darling Street and No. 1 Waterloo Street to facilitate the pedestrian link between Darling Street and the central plaza area.
- Promote infill replacement buildings at Nos No. 697 Darling Street and No. 1 Waterloo Street which are designed to maintain and enhance the character of Darling Street with reference to the following:
 - o Contemporary design: the buildings should clearly read as new
 - o Massing and scale: setbacks and floor levels should align with those of adjoining buildings at all levels to promote a sense of streetscape continuity
 - o Materials and finishes: materials should be of lightweight construction to highlight the contemporary design of infill development and provide a bridging element between older structures
 - o Articulation: heavy articulation should be avoided and buildings should be vertically proportioned in keeping with the predominant streetscape pattern.

Controls

- The design of infill development is to be addressed as part of a State Environmental Planning Policy 65 Design Statement that takes in account the guidelines listed above.
- Development within the conservation area shall be restricted to a maximum height of RL 52.0 AHD and consistent with adjoining properties with particular respect to height and scale.
- For any major redevelopment proposal on the subject lands, a heritage impact statement is to be provided with development application submitted to Council to assess the impact of the proposed works on the conservation area and heritage items in the vicinity of the proposal.

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D1.9 Public Domain and central plaza area

Objective

Provide major public domain improvements in conjunction with the redevelopment of the *Balmain Leagues Club Precinct*.

Rationale

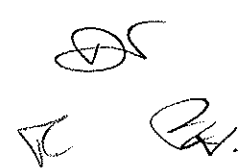
The intensive redevelopment of the *Balmain Leagues Club Precinct* will place greater pressures on the surrounding area in terms of both vehicular and pedestrian traffic management and will also create greater demand for publicly accessible open space. Given the scale of development, new public domain areas and improvements to existing pedestrian infrastructure need to be incorporated into the design of the development.

Planning Principles

- Provide new public domain and improvements to existing pedestrian infrastructure including the following.
 - o Plaza area: a publicly accessible plaza shall be located in the centre of the Balmain Leagues Club Properties that is designed to accommodate a range of such as outdoor restaurants and cafes, stalls, kiosks and display areas
 - o External pedestrian environment: upgrade surrounding footpaths around the perimeter of the Balmain Leagues Club properties with planting, materials and furniture consistent with the Council's public domain strategy/masterplan for the locale
 - o Pedestrian bridge: provide an attractive and artistically designed pedestrian bridge that connects the northern and southern sides of Victoria Road and provides an alternative and safe crossing point
 - o Through site links: provide unrestricted pedestrian access between Victoria Road, Darling Street and Waterloo Street to increase permeability and enhance the local pedestrian network.

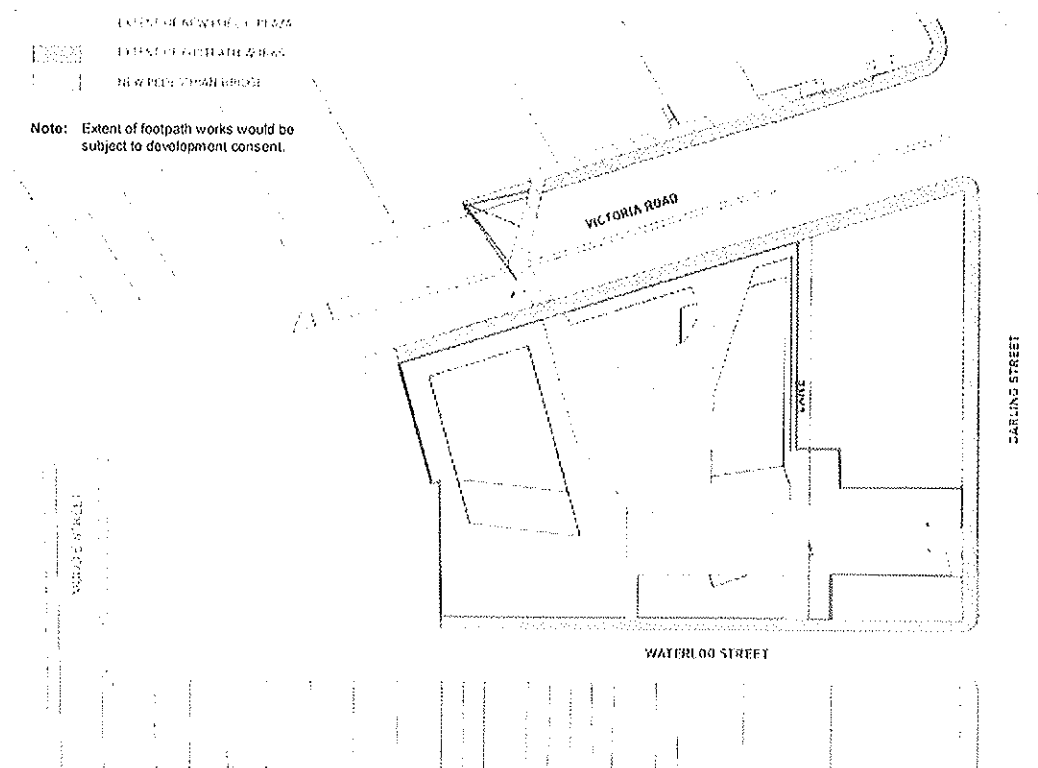
Controls

- New public domain and improvements to existing pedestrian infrastructure are to be provided as illustrated in Figure 9.1. Note a Landscape Masterplan with full details of all improvements is required to be lodged with the development application.
- The plaza area is to have a minimum area of 1,700 square metres and shall be accessible at all times.



- A maximum of 500 square metres of the plaza area may be used for retail purposes (eg. outdoor seating/dining and kiosks) and must not conflict with paths of travel.
- The pedestrian bridge is to be accessed from the southern and northern sides of Victoria Road and allow direct access from Victoria Road via the plaza. The pedestrian bridge is to comply with Australian Standard AS 1428.
- Any advertising on the pedestrian bridge over Victoria Road is to comply with the requirements of State Environmental Planning Policy 64.

Figure 9.1 Public domain plan



Habitation 2008

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D1.10 Access and Management

Objective

Configure parking areas and entrances so that the focus of heavy vehicle movements is Victoria Road, and that traffic impacts on neighbouring residential areas is contained.

Rationale

Vehicular access to the site is constrained by heavy traffic flows along Victoria Road, the residential nature of streets to the north and west and the existing built form. Access to the site will need to be carefully considered. A balanced approach will be required to protect the amenity of surrounding residential streets and minimise any disruption to the surrounding street network.

Planning Principles

- ♦ Vehicular access to the site shall:
 - o minimise the impact of additional vehicular movements in surrounding residential streets, in particular heavy vehicles
 - o concentrate retail and commercial vehicle movements to and from Victoria Road
 - o provide ease of ingress/egress for vehicles to and from Victoria Road
 - o minimise potential pedestrian and vehicular conflicts
 - o identify the physical works to the surrounding road network to accommodate the proposed development.

Controls

- ♦ Vehicular access to and from the site is to be provided in accordance with *Table 10.1* below.

Table 10.1 Vehicular ingress/egress

Land use	Ingress	Egress
Residential	Waterloo Street and Victoria Road	Waterloo Street and Victoria Road
Club	Waterloo Street and Victoria Road	Waterloo Street and Victoria Road
Retail	Waterloo Street and Victoria Road	Victoria Road only
Commercial	Waterloo Street and Victoria Road	Victoria Road only
Servicing un/loading	Victoria Road only	Victoria Road only