

**Variation to Googong Urban Development  
Local Planning Agreement**

**Deed of Variation**

Under cl25C(3) of the *Environmental Planning and Assessment Regulation 2000*

**Queanbeyan-Palerang Regional Council**

**Googong Township Pty Limited**

Date: 13 January 2020

**Deed of Variation to Googong Urban Development Local Planning Agreement**

**Queanbeyan-Palerang Regional Council**

**Googong Township Pty Limited**

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Googong Urban Development Local Planning Agreement**

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## **Deed of Variation to Googong Urban Development Local Planning Agreement**

**Queanbeyan-Palerang Regional Council**

**Googong Township Pty Limited**

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## **Deed of Variation to Googong Urban Development Local Planning Agreement**

Under cl25C(3) of the *Environmental Planning and Assessment Regulation 2000*

### **Parties**

**Queanbeyan-Palerang Regional Council** ABN 95 933 070 982 of 257 Crawford Street, Queanbeyan NSW 2620 (**Council**)

and

**Googong Township Pty Limited** ABN 95 154 514 593 of Level 3, 64 Allara Street, Canberra ACT 2600 (**Developer**)

### **Background**

- A On 12 January 2012, Queanbeyan City Council and Googong Development Corporation Pty Limited entered into the Planning Agreement.
- B On 16 February 2015 Googong Development Corporation Pty Limited novated its obligations under the Planning Agreement to the Developer.
- C The *Local Government (Council Amalgamations) Proclamation 2016 (Proclamation)* had the effect of amalgamating the area of Queanbeyan City Council with the area of Palerang Council and creating the Council.
- D Pursuant to clause 42 of the Planning Agreement, the Parties have agreed to vary the Planning Agreement in accordance with this Deed to reflect:
  - i. Definitional alterations to maintain the currency of the Planning Agreement,
  - ii. entry into a Memorandum of Understanding between the Council, the Developer and the Queanbeyan Rugby Union Football Club Incorporated for the Developer to develop and provide public recreation land to the Queanbeyan Rugby Union Football Club Incorporated,
  - iii. insertion of new items, deletion of redundant items and amendment to other items of the Development Contributions to be provided by the Developer, and their respective Contribution Values, under the Planning Agreement,
  - iv. alteration of indices used for the indexation of Contribution Values for Offsite Road Contributions, and updates to the works schedule for Offsite Local Roads.

**Deed of Variation to Googong Urban Development Local Planning Agreement**

**Queanbeyan-Palerang Regional Council**

**Googong Township Pty Limited**

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## **Operative provisions**

### **1 Interpretation**

1.1 In this Deed the following definitions apply:

**Deed** means this Deed of Variation and includes any schedules, annexures and appendices to this Deed.

**Planning Agreement** means the Googong Urban Development Local Planning Agreement pursuant to s7.4 of the *Environmental Planning and Assessment Act 1979* entered into between Queanbeyan City Council and the Googong Development Corporation Pty Limited on 12 January 2012 as novated on 16 February 2015.

1.2 All other capitalised words used in this Deed have the meanings given to those words in the Planning Agreement.

1.3 Clauses 1.2, 35, 39, 41 of the Planning Agreement apply as if they form part of this Deed with any necessary changes.

### **2 Status of this Deed**

2.1 This Deed is an amendment to the Planning Agreement within the meaning of clause 25C(3) of the Regulation.

2.2 This Deed is not a planning agreement within the meaning of s7.4(1) of the Act.

### **3 Commencement**

3.1 This Deed takes effect on the date when all Parties have executed this Deed.

3.2 The Party who executes this Deed last is to insert on the front page the date they did so and provide a copy of the fully executed and dated Deed to any other person who is a Party.

### **4 Warranties**

4.1 The Parties warrant to each other that they:

4.1.1 have full capacity to enter into this Deed, and

4.1.2 are able to fully comply with their obligations under this Deed.

### **5 Amendment to Planning Agreement**

5.1 On and from the date this Deed takes effect:

5.1.1 the Planning Agreement is amended in accordance with the marking-up shown on the copy of the Planning Agreement contained in Schedule 1 of this Deed,

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**Googong Township Pty Limited**

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- 5.1.2 Schedule 1 of the Planning Agreement is amended in accordance with the marking up shown on the copy of that schedule contained in Schedule 2 of this Deed.

**6 Costs**

- 6.1 The Parties are to pay their own costs of preparing, negotiating, executing and stamping this Deed.
- 6.2 This clause continues to apply after expiration or termination of this Deed.

**7 Explanatory Note**

- 7.1 The Appendix contains the Explanatory Note relating to this Deed required by clause 25E of the Regulation.
- 7.2 Pursuant to clause 25E(7) of the Regulation, the Parties agree that the Explanatory Note is not to be used to assist in construing this Deed.

Schedule 1

(Clause 5)

**Amended Planning Agreement**

(commences on following page)

## **Googong Urban Development Local Planning Agreement**

Under ~~s93F~~s7.4 of the *Environmental Planning and Assessment Act 1979*

Queanbeyan-~~City~~-Palerang Regional Council ("Council")  
Googong Township Pty Limited ("Developer")

November 2011

## Googong Urban Development Local Planning Agreement

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Queanbeyan ~~City~~ Palerang Regional Council  
Googong Township Pty Limited

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## Googong Urban Development Local Planning Agreement

### Summary Sheet

#### Council:

**Name:** Queanbeyan ~~City~~ Palerang Regional Council  
**Address:** 257 Crawford St, Queanbeyan, NSW 2620  
**Telephone:** (02) 6285 6276  
**Facsimile:** (02) 6298 4666  
**Email:** ~~GroupManager.StrategicDevelopment@gcc.nsw.gov.au~~  
**Email:** [landuseadmin@gprc.nsw.gov.au](mailto:landuseadmin@gprc.nsw.gov.au)  
**Representative:** ~~GroupService~~ Manager, ~~Strategic Development~~ Land Use Planning

#### Developer:

**Name:** Googong Township Pty Limited  
**Address:** Level 3, 64 Allara St, Canberra ACT 2061  
**Telephone:** (02) 6230 0800  
**Facsimile:** (02) 6230 0811  
**Email:** ~~mark.attwill@ciclimited.com.au~~  
**Email:** [Malcolm.Leslie@peet.com.au](mailto:Malcolm.Leslie@peet.com.au)  
**Representative:** ~~Mark Attwill~~, Malcolm Leslie, Googong Project Director

#### Land:

See the Map in Appendix 1.

#### Development:

See Schedule 4.

#### Development Contributions:

See Schedule 1.

**Application of ~~s94, s94As~~7.11, s7.12 and ~~s94EFs~~7.24 of the Act:**

See clause 20.

**Security:**

See clauses 24, 25 and 26.

**Registration:**

See clause 28.

**Restriction on dealings:**

See clause 34.

**Dispute Resolution:**

See clause 31 and Schedule 2.

## Googong Urban Development Local Planning Agreement

Under ~~s93F~~s7.4 of the *Environmental Planning and Assessment Act 1979*

### Parties

**Queanbeyan-City-Palerang Regional Council** ABN 12 842 195 133 of  
257 Crawford St, Queanbeyan, NSW 2620 (**Council**)

and

**Googong Township Pty Limited** ABN 95 154 514 593 of Level 3, 64 Allara  
Street, Canberra ACT 2600 (**Developer**)

### Background

- A The Developer proposes to carry out the Development on the Land.
- B The Developer owns the Developer's Land and has a right to purchase the Option Land.
- C The Developer has made the First Development Application.
- D The Developer intends to lodge further Development Applications relating to the Development.
- E The Developer is prepared to make Development Contributions in connection with the carrying out of the Development in accordance with this Agreement.

### Operative provisions

## Part 1 - Preliminary

### 1 Definitions and Interpretation

- 1.1 In this Agreement, the following definitions apply:

**Act** means the *Environmental Planning and Assessment Act 1979*.

**Affordable Home Packages** means:

- (a) a contract for sale for a completed Dwelling; or
- (b) two separate contracts for sale of vacant land and a Dwelling on that land,

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with a price (or in the case of (b), combined price) of not more than \$337,000, indexed in accordance with *Cordell Housing Index Price*.

**Agreement** means this Agreement and includes any schedules, annexures and appendices to this Agreement.

**AD1** is:

(a) for the purposes of the definition of 'Surplus Value' and clause 23, the number of Dwellings in Development Type 1 for which Development Consent has been obtained by the Developer in the Googong Urban Release Area, and

(b) in all other circumstances, the number of Final Lots to accommodate Development Type 1 for which Development Consent has been obtained by the Developer in the Googong Urban Release Area, and for which a Subdivision Certificate has been sought.

**AD2** is:

(a) for the purposes of the definition of 'Surplus Value' and clause 23, the number of Dwellings in Development Type 2 for which Development Consent has been obtained by the Developer in the Googong Urban Release Area, and

(b) in all other circumstances, the number of Final Lots to accommodate Development Type 2 for which Development Consent has been obtained by the Developer in the Googong Urban Release Area, and for which a Subdivision Certificate has been sought.

**AD3** is:

(a) for the purposes of the definition of 'Surplus Value' and clause 23, the number of Dwellings in Development Type 3 for which Development Consent has been obtained by the Developer in the Googong Urban Release Area, and

(b) in all other circumstances, the number of Final Lots to accommodate Development Type 3 for which Development Consent has been obtained by the Developer in the Googong Urban Release Area, and for which a Subdivision Certificate has been sought.

**Area** means the Council's area within the meaning of the *Local Government Act 1993*.

**Authorised Officer** means in the case of any party, a director, secretary or and officer whose title contains the word "manager" or a person performing the functions of any of them or any other person appointed by that party to act as an Authorised Officer for the purpose of this Agreement.

**Authority** means a government, semi-government, local government, statutory, public, ministerial, civil, administrative, fiscal or judicial body or other authority or body and includes, where applicable, an accredited certifier within the meaning of the Act.

**BASIX Criteria** means the minimum criteria which would need to be satisfied in order to obtain a BASIX Certificate within the meaning of the *Environmental Planning & Assessment Regulation 2000*.

**Business Day** means a day on which banks are open for general banking business in New South Wales (not being a Saturday, Sunday or public holiday in that place).

**Compliance Certificate** has the same meaning as in the Act.

**Confidential Information** means any information and all other knowledge at any time disclosed (whether in writing or orally) by the Parties to each other, or acquired by the Parties in relation to the other's activities or services which is not already in the public domain and which:

- (a) is designated, or marked, by either Party as confidential (whether in writing or otherwise);
- (b) is by its nature confidential;—
- (c) any Party knows or ought to know is confidential; or
- (d) is information which may reasonably be considered to be of a confidential nature,

but does not include information that the Council reasonably determines it is required to make available for inspection in accordance with s18 of the *Government Information (Public Access) Act 2009*.

**Consent Authority** means, in relation to a Development Application, the Authority having the function to determine the Development Application.

**Construction Certificate** has the same meaning as in the Act.

**Contribution Category** means the category listed in Column 2 of Schedule 1 in relation to a Contribution Item.

**Contribution Item** means an item specified or described in Column 1 of Schedule 1.

**Contribution Obligation** means in relation to each Contribution Category:

- (a) the- Per Dwelling Contribution Value by Contribution Category for that Contribution Category for Development Type 1 x AD1; plus
- (b) the- Per Dwelling Contribution Value by Contribution Category for that Contribution Category for Development Type 2 x AD2; plus
- (c) the- Per Dwelling Contribution Value by Contribution Category for that Contribution Category for Development Type 3 x AD3; plus
- (e)(d) in respect of the Contribution Category of Offsite Local Roads, the Contribution Value for Contribution Item 5.02

**Contribution Security** means Security for a Contribution Obligation.

**Contribution Value**, in relation to a Contribution Item, means:



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- (a) at any point in time on or before 30 June 2018, the amount specified in Column 6 of Schedule 1 corresponding to the Contribution Item, or
- (b) at any point in time after 30 June 2018, the amount specified in Column 7 of Schedule 1 corresponding to the Contribution Item, or
- ~~(b)(c)~~ if no amount is specified, the amount agreed between the Parties.

**CPI** means Consumer Price Index (All Groups Index) for Sydney as issued by the Australian Bureau of Statistics.

**Defects Security** means a bank guarantee, bond, or other form of security approved by the Council, on terms reasonably acceptable to the Council.

**Defects Liability Period** means, the period commencing on the date of Practical Completion of a Work or Phase, and ending at a time determined by Council acting reasonably and notified to the Developer in writing at the time of issue of the Compliance Certificate for that Work or Phase.

**Developer's Land** means the land shown in grey on the Map and described as *Googong Development Corporation Pty Limited (GDC)*.

**Development** means any development carried out by the Developer within the Googong Urban Release Area generally in accordance with the documents contained in Schedule 4 of this Agreement, including the development of up to 5,550 Dwellings.

**Development Application** has the same meaning as that term has in the Act.

**Development Consent** has the same meaning as that term has in the Act.

**Development Contribution** means a monetary contribution, the dedication of land free of cost, the carrying out of work, or the provision of any other material public benefit, or any combination of them, to be used for, or applied towards, the funding and provision of Public Infrastructure or another public purpose as identified in Column 3 of Schedule 1.

**Development Servicing Plan** means a plan prepared for the purpose of calculating the amount of monetary contributions that should be required towards the cost of water management works to be specified in a notice under s306(2) of the *Water Management Act 2000*.

**Development Type** means Development Type 1, Development Type 2, or Development Type 3.

**Development Type 1** means single Dwellings on Final Lots (including individual lots in a strata plan) equal to or greater than 468m<sup>2</sup>.

**Development Type 2** means single Dwellings on Final Lots (including individual lots in a strata plan) less than 468m<sup>2</sup>, other than Dwellings which are Development Type 3.

**Development Type 3** means 1 bedroom or studio Dwellings on a strata lot which are attached to the garage of a Dwelling on a different strata lot, and all other residential accommodation which is not Development Type 1 or Development Type 2.:-

(a) ~~residential apartments, or~~  
~~secondary dwellings, as defined in the LEP.~~

**Dwelling** has the same meaning as in the LEP.

**Environmental Planning Instrument** has the same meaning as that term has in the Act.

**Equivalent Person Quotient** means in relation to a Development Type, the number noted in Column 3 of Schedule 6, in relation to that Development Type.

**Equivalent Person** means, at any given time the number of dwellings for each Development Type for which Development Consent has been obtained multiplied by the Equivalent Person Quotient for that Development Type.

**Final Completion** means:

- (a) where the Council has not given the Developer a Rectification Notice under clause 17.1, the date on which the Defects Liability Period for that Work or Phase ends, or
- (b) where the Council has given the Developer a Rectification Notice under clause 17.1, the date on which the Council, acting reasonably, gives the Developer a written notice stating that the defect has been rectified to the Council's reasonable satisfaction,

**Final Lot** means a lot which is not intended to be further subdivided (by any means including strata subdivision) for the purposes of the Development.

**First Development Application** means the development application DA41 – 2011 lodged with Council by the Developer on 16 February 2011.

**Future Obligations** means any obligations under or by virtue of this Agreement which at the time of any proposed assignment or novation contemplated by clause 34.1 are required to be performed or satisfied by the Developer at any time from or after the date on which that assignment or novation takes effect.

**Googong Common** means the part of the Land shown as such on the Map.

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**Googong Urban Release Area** means the area shown on the *Queanbeyan Local Environmental Plan 2009 (Googong) – Urban Release Area Map*.

**GST** has the meaning it has in the GST Act.

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

**Hamlet** means the two hamlets shown on the Indicative Staging Plan.

**Implementation Group** means a body comprised of representatives of the Developer and the Council that has the roles set out in clause 30 (amended from time to time with the agreement of the Parties) that is to be formally established by a further agreement contemplated by clause 30.3.

**Indicative Staging Plan** means the plan contained in Schedule 3 to this Agreement, amended from time to time with the agreement (not unreasonably withheld), in writing, of Council.

**Joint Management Committee** means a body comprised of representatives of the Developer and the Council that has the roles set out in clause 8.4 (amended from time to time with the agreement of the Parties) that is to be formally established by a further agreement contemplated by clause 8.7.

**Land** means the Developer's Land and the Option Land.

**Landscape and Open Space Strategy** means a document generally in the form of the document contained in Schedule 5, as amended by the Developer from time to time, provided that to the extent it relates to community land within the meaning of the *Local Government Act 1993*, the amendments must have been made prior to the adoption of a community land plan of management of the kind referred to in clause 8.2 in respect of that community land.

**Landscape Supervisor** means a suitably qualified person appointed by the Joint Management Committee that reports to that Committee on the following matters:

- (a) the performance and management of contractors in relation to matters the Landscape Works,
- (b) any recommendations concerning maintenance practices and procedures for public land and facilities in the Googong Urban Release Area,
- (c) such other matters as agreed to by the Parties in accordance with a further arrangement contemplated by clause 8.7.

**Landscaping Works** means the Contribution Items numbered 1.03, 1.04, 1.05, 1.06, 1.07, 1.08, 1.09, 1.10 and 1.11.

**Law** means:

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**Googong Township Pty Limited**

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- (a) the common law including principles of equity; and
- (b) the requirements of all statutes, rules, ordinances, codes, regulations, proclamations, by-laws or consents by an Authority, presently applying or as they may apply in the future.

**LEP** means the *Queanbeyan Local Environmental Plan (Googong) 2009-2012*.

**LPMA/LRS** means the Land and Property Management Authority Registry Services.

**Map** means the map which is Appendix 1 to this Agreement.

**MOU** means the Memorandum of Understanding between Council, the Developer and the Rugby Club dated 4 July 2016, as amended from time to time.

**Neighbourhood** means the individual Neighbourhoods as shown on the Indicative Staging Plan, and referred to as *NH 1A, NH 1B, NH 2, NH 3, NH 4, and NH 5*.

**Neighbourhood Centre** means the neighbourhood centre in each Neighbourhood, as shown on the plans in Schedule 4.

**New Law** means a Law that is amended, varied or changed or a new Law either of which comes into force on or after the date of this Agreement.

**Occupation Certificate** has the same meaning as in the Act.

**Offsite Local Roads** means ~~the Work in~~ Contribution Items 5.01 and 5.02 of Schedule 1.

**Offsite Road Work** means any of the individual items of Work listed in Column 4 of Schedule 1 which comprise part of the Offsite Local Roads.

**Offsite Roads Contribution** means:

- (a) a monetary Development Contribution for Offsite Local Roads, comprising Contribution Item 5.01 paid on a per dwelling basis, which is equal to the Per Dwelling Contribution Value by Contribution Category for the Offsite Local Roads Contribution Category, and
- (b) a monetary Development Contribution for Offsite Local Roads comprising Contribution Item 5.02 paid in instalments quarterly over 10 years.

**Offsite Roads PPI** means the *Producer Price Index (Output of the Construction industries - Road and bridge construction, New South Wales)* as issued by the Australian Bureau of Statistics.

**Offsite Roads MOU** means the memorandum of understanding entered into by the Council and Canberra Investment Corporation Limited on 13 June 2008.

**Open Space Land- Encumbered** means land dedicated under this Agreement that is to be made available for recreation (active, passive and visual) but which serves another primary public purpose, including (but not limited to) drainage, environmental protection, road buffer or service easement.

**Open Space Land – Unencumbered** means land dedicated under this Agreement that is to be used exclusively for the primary public purpose of recreation (active, passive and visual).

**Option Land** means the land shown in blue on the Map and described as *Under Option to GDC*.

**Other Developer** means a person other than the Developer who obtains Development Consent to carry out development in the Googong Urban Release Area that will or is likely to require the provision of or increase the demand for Public Infrastructure.

**Party** means a party to this agreement, including their successors and assigns.

**Per Dwelling Contribution Value** means, in relation to a Development Type, the sum of the Contribution Values for all Contribution Items (except for the Contribution Category for Offsite Local Roads, for which the Contribution Obligation is specified in Schedule 7) divided by the Projected Total Population multiplied by the Equivalent Person Quotient for that Development Type, as shown in Column 3 of Schedule 6.

**Per Dwelling Contribution Value by Contribution Category** means in relation to each Development Type and Contribution Category, (except for the Contribution Category for Offsite Local Roads, for which the Contribution Obligation is specified in Schedule 7), the sum of the Contribution Values for the Contribution Items in that Contribution Category divided by the Projected Total Population multiplied by the Equivalent Person Quotient for that Development Type, as shown in Column 2 of Schedule 7.

**Phase** means a part of a Work that is determined in accordance with clause 11.4.

**Phase Value** means the proportion of the Contribution Value for a Contribution Item corresponding to a Phase that is determined in accordance with clause 11.5.

**Practical Completion** in relation to a Work or Phase means the date on which the Council, acting reasonably, gives the Developer a certificate to the effect that that Work or Phase is complete.

**Projected Total Population** means 15,702 people.

**Public Infrastructure** means any Contribution Item with a \$ value attributed to that Contribution Item in Column 6 of Schedule 1.

**Recoupment Contribution** means a monetary Development Contribution, special rate, or other amount paid to the Council by Other Developers to meet the costs of Public Infrastructure.

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**Googong Township Pty Limited**

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**Rectification Notice** means a notice in writing that identifies a defect in a work and requires rectification of the defect within a specified period of time.

**Regulation** means the *Environmental Planning and Assessment Regulation 2000*.

**Rugby Club** means the Queanbeyan Rugby Union Football Club Incorporated.

**Rugby Club Land** means that area defined as 'Land' in the MOU located in the area of proposed reserve in the Googong community scheme and generally located to the west of Montgomery Rise and adjacent to the proposed public high school site, as agreed between Council, the Developer and the Rugby Club in accordance with the MOU.

**Security** means any combination of cash, a bank guarantee, bond, or other form of security approved by the Council, on terms reasonably acceptable to the Council.

**Stage** means a stage of the Development as indicated in the Indicative Staging Plan and as modified from time to time with the agreement in writing of Council.

**State** means the State of New South Wales.

**State Government** means the government of New South Wales.

**Subdivision Certificate** has the same meaning as in the Act.

**Surplus Value** is the amount by which the sum of all Contribution Values exceeds the sum of the Contribution Obligations for all Contribution Categories and all Development Types.

**Town Centre** means the area indicated as the *Town Centre* on the Indicative Staging Plan.

**Up-specification Works** means maintenance works and services in relation to the public open space and other land and public facilities dedicated by the Developer to the Council under this Agreement that are not works or services which Council would ordinarily carry out, as specified in the following documents:

- a) the Landscape and Open Space Strategy; and
- b) any further arrangements between the Parties of the kind contemplated by clauses 8.7 and 8.8.

**Work** means the physical result of any building, engineering or construction work in, on, over or under land required to be carried out by the Developer under this Agreement.

1.2 In this Agreement unless the contrary intention appears:

- 1.2.1 a reference to this Agreement or another instrument includes any variation or replacement of any of them,
- 1.2.2 a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them,

- 1.2.3 the singular includes the plural and vice versa,
- 1.2.4 the word "person" includes a firm, a body corporate, an unincorporated association or an authority,
- 1.2.5 a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns,
- 1.2.6 an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally,
- 1.2.7 an agreement, representation or warranty on the part of two or more persons binds them jointly and severally,
- 1.2.8 a reference to any thing (including, without limitation, any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually,
- 1.2.9 "include" or "including" when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind,
- 1.2.10 if a Party is prohibited from doing anything, it is also prohibited from:
  - (a) allowing or causing it to be done; and
  - (b) doing or omitting to do anything which results in it happening,
- 1.2.11 a reference to a statute, ordinance, code or law includes a statute, ordinance, code or law of the Commonwealth of Australia,
- 1.2.12 a reference to a body, whether statutory or not which ceases to exist or whose powers or functions are transferred to another body is a reference to the body which replaces it or which substantially succeeds to its powers or functions,
- 1.2.13 no rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation of this Agreement,
- 1.2.14 any capitalised term used, but not defined in this Agreement, will have the meaning ascribed to it under, and by virtue of, the Act, and
- 1.2.15 the Schedules form part of this Agreement.

## **2 Planning Agreement under the Act**

- 2.1 The Parties agree that this Agreement is a planning agreement within the meaning of section 93F7.4 of the Act.

## **3 Application of this Agreement**

- 3.1 This Agreement applies to the Land and the Development.

#### 4 Status of Developer's obligation to make Development Contributions

- 4.1 The Developer is under no obligation to make the Development Contributions to the Council as provided for in this Agreement unless and until both of the following matters have occurred in sequence:
  - 4.1.1 Development Consent is granted to any part of the Development subject to a condition imposed under section ~~93~~7.7(3) of the Act requiring this Agreement to be entered into; and
  - 4.1.2 this Agreement is entered into as required by clause 25C(1) of the Regulation and the Council dates this Agreement the date of its execution of this Agreement under this clause.
- 4.2 Until then, this document, executed only by the Developer, is to be read and construed as containing the Developer's irrevocable offer to enter into this Agreement and to make the Development Contributions once all of the matters specified in clause 4.1 have occurred.
- 4.3 The Council must notify the Developer immediately after the Council executes this Agreement and promptly provide the Developer with the Agreement as executed by the Council.
- 4.4 The Developer's obligation to make Development Contributions only arises at the times specified in this Agreement.
- 4.5 This Agreement will cease to apply in relation to a Stage of the Development, and the Land on which that Stage of the Development is constructed, once the Developer has met all of its obligations in relation to that Stage under this Agreement.

#### 5 Ownership of Land

- 5.1 The Developer warrants that it has legally enforceable rights to purchase the Option Land on terms which enable it to comply with the provisions of clause 5.2.
- 5.2 The Developer will ensure that it becomes the registered proprietor of the Option Land, or any part thereof, prior to any obligations arising under this Agreement which require works to be carried out on the Option Land, or which require any part of the Option Land to be dedicated to Council, unless otherwise agreed with Council.
- 5.3 Within 14 days of the Developer exercising any option to purchase the Option Land, the Developer must notify the Council in writing of:
  - 5.3.1 the date that the option was exercised; and
  - 5.3.2 the date on which it will become the registered proprietor of the Option Land.



## Part 2 - Development Contributions

### 6 Provision of Development Contributions

- 6.1 The Developer will for the purpose of providing amenities or services to the public at its risk and expense carry out and deliver the Development Contributions in accordance with this Agreement.
- 6.2 The Developer will carry out and deliver the Development Contributions at the time or times and in the manner set out in the operative provisions of this Agreement and Schedule 1.
- 6.3 Schedule 1 has effect in relation to Development Contributions to be made by the Developer under this Agreement.
- 6.4 The Developer is to make such other Development Contributions to the Council as are provided for in this Agreement to the reasonable satisfaction of the Council.
- 6.5 The Council is, within a reasonable time, having regard to the stage of completion of the Development, to apply each Development Contribution made by the Developer under this Agreement (other than Contribution Item 7.04) towards the public purpose for which it is made and otherwise in accordance with this Agreement.
- 6.6 ~~The~~Until 30 June 2018, the Contribution Value of each Development Contribution is to be indexed annually between 30 June 2011 and the date on which the Development Contribution is made, in accordance with the following formula:

$$\frac{\text{Current CPI} - \text{Previous CPI} \times 100}{\text{Previous CPI}}$$

where:

**Current CPI** means the CPI published for the June quarter before the date on which the Contribution Value is being indexed; and

**Previous CPI** means the CPI published for the June quarter preceding the Current CPI.

- 6.7 After 30 June 2018, the Contribution Value of each Development Contribution (other than Contribution Items 5.01 and 5.02) is to be indexed annually between 30 June 2018 and the date on which the Development Contribution is made, in accordance with the following formula:

$$\frac{\text{Current CPI} - \text{Previous CPI} \times 100}{\text{Previous CPI}}$$

where:

**Current CPI** means the CPI published for the June quarter before the date on which the Contribution Value is being indexed; and

**Previous CPI** means the CPI published for the June quarter preceding the Current CPI.

- 6.8 After 30 June 2018, the Contribution Value of Contribution Item 5.01 is to be indexed annually between 30 June 2018 and the date on which the

Development Contribution is made, in accordance with the following formula:

Current PPI-Previous PPI x 100

Previous PPI

where:

Current PPI means the Offsite Roads PPI published for the June quarter before the date on which the Contribution Value is being indexed; and

Previous PPI means the Offsite Roads PPI published for the June quarter preceding the Current Offsite Roads PPI.

6.9 For the avoidance of doubt, Contribution Item 5.02 is not to be indexed.

6.76.10 For the avoidance of doubt, if the actual cost of delivering a Contribution Item is less than the Contribution Value for that Contribution Item, the Developer has no obligation to deliver any additional work to a value equal to the difference between the cost of the Contribution Item and the Contribution Value for that Contribution Item.

6.86.11 If, at any time after the date of this Agreement, the Developer, CIC Australia or Council obtains funding from any external source for any Contribution Item that is not a Recoupment Contribution (**Alternative Funding**), it must notify the Parties within 7 days of obtaining the Alternative Funding.

6.96.12 If the Council obtains the Alternative Funding, then the Parties must meet within 30 days of the provision of the notice under clause 6.911 to determine whether:

6.9.46.12.1 the Council will provide the relevant Contribution Item, in which case the Developer has no further obligation under this Agreement to provide the Contribution Item; or

6.9.26.12.2 the Developer will remain liable to provide the relevant Contribution Item under this Agreement, in which case, the Council will remit the Alternative Funding to the Developer, in a manner and time determined by the Parties acting reasonably, provided that the Council will have no obligation to pay the Developer an amount which exceeds the actual costs incurred by the Developer in providing the Contribution Item, and the Contribution Value of that Contribution Item will be reduced by the amount of Alternative Funding provided to the Developer, but only for the purposes of calculating the Surplus Value.

6.106.13 If the Developer obtains Alternative Funding then the Contribution Value of the Contribution Item for which Alternative Funding is obtained is to be reduced by the amount of the Alternative Funding, but only for the purposes of calculating the Surplus Value.

6.116.14 If the Alternative Funding is obtained in respect of a Contribution Item which involves the payment of monetary Development Contributions by the Developer (**Monetary Contribution Item**), then clauses 6.912 and 6.4013 do not apply, and the Alternative Funding is to be applied:

6.11.46.14.1 if obtained by the Developer, to make the monetary Development Contributions the Developer is required to pay in respect of that Monetary Contribution Item; and

~~6.41.26.14.2~~ if obtained by the Council, to meet Council's costs of providing the works or facilities to which that Monetary Contribution Item relates.

~~6.426.15~~ If the costs of providing the works and facilities to which a Monetary Contribution Item relates are to be met partly by the Council (**Council's Proportion**) and partly through the monetary Development Contributions to be made by the Developer (**Developer's Proportion**), then the monetary Development Contributions payable by the Developer in respect of that Monetary Contribution Item will be reduced by the amount of the Alternative Funding that Council receives and applies pursuant to clause ~~6.44~~~~14.2~~, but only if, and to the extent that that Alternative Funding exceeds Council's Proportion of the costs of providing the works and facilities.

~~6.436.16~~ The Contribution Value of a Monetary Contribution Item will be reduced by the amount of Alternative Funding received by the Developer, or the amount by which the Developer's monetary Development Contributions are reduced pursuant to clause ~~6.42~~~~15~~, for the purposes only of calculating the Surplus Value.

~~6.446.17~~ For the avoidance of doubt, Alternative Funding does not include any funding for Contribution Items, from whatever source, which is referred to in Schedule 1.

## 7 Offsite Road Work and Offsite Road Contributions

7.1 In the event that the Council does not complete any Offsite Road Work by the time specified in Column 5 of Schedule 1 (**Outstanding Offsite Road Work**), the Developer may withhold the payment of any further Offsite Roads Contributions which relate to that Outstanding Offsite Road Work until such time as Council calls tenders for that Outstanding Offsite Road Work, at which time, the Developer must pay the Council the Offsite Roads Contributions which have been withheld pursuant to this clause relating to that Outstanding Offsite Road Work for which tenders have been called.

7.2 For the purpose of clause 7.1, the Council must provide the Developer with 14 days prior written notice of the calling of tenders for any particular Offsite Road Work.

7.3 If the Developer exercises its right to withhold Offsite Roads Contributions in accordance with clause 7.1:

7.3.1 the Developer will not be considered to be in breach of an obligation to make Offsite Roads Contributions in respect of the Outstanding Offsite Road Work by the time specified in Column 5 of Schedule 1;

7.3.2 the issue of any Subdivision Certificates will not be delayed as a result of the failure to make the Offsite Roads Contributions in respect of the Outstanding Offsite Road Work by the time specified in Column 5 of Schedule 1;

7.3.3 the time for making the Offsite Roads Contributions in respect of the Outstanding Offsite Road Work contained in Column 5 of Schedule 1 will be deemed to have been modified to be the date on which tenders are called for the Outstanding Offsite Road Work; and

- 7.3.4 the time for completion of the Outstanding Offsite Road Work contained in Column 5 of Schedule 1 will be deemed to have been modified to be a date determined by Council in consultation with the Developer, being a date after the calling of tenders for that Outstanding Offsite Road Work.
- 7.4 A disagreement between the Parties regarding the most economical manner in which to deliver the Offsite Road Works is a dispute to which clause 31 of this Agreement applies, which must be referred for expert determination.
- 7.5 Council is to use the best cost estimate available to it to calculate the actual cost of delivering the Offsite Local Roads.
- 7.6 The Council is to notify the Developer of its calculation in clause 7.5 and provide the Developer with all supporting documentation relating to its calculation.
- 7.7 ~~Within~~Subject to clause 7.9, within 14 days of being provided with the documentation in clause 7.6, the Developer is to either:
- 7.7.1 accept the calculated amounts as notified by Council under clause 7.6, in which case those amounts are to be used to adjust the Contribution Value for Offsite Local Roads and Per Dwelling Contribution Value by Contribution Category for Offsite Local Roads, or
- 7.7.2 reject the calculated amounts notified and request an independent reviewer to calculate the actual cost of delivering the Offsite Local Roads.
- 7.8 ~~Subject to clause 7.9, if~~ the Developer requests an independent review under clause 7.7.2, the cost calculated by the independent reviewer is to be used to adjust the Contribution Value for Offsite Local Roads and Per Dwelling Contribution Value by Contribution Category for Offsite Local Roads.
- 7.9 The Contribution Value for Offsite Local Roads and Per Dwelling Contribution Value by Contribution Category for Offsite Local Roads cannot be increased under an adjustment under clauses 7.7 and 7.8. If, following a variation pursuant to clauses 7.7 or 7.8, the Contribution Value for Offsite Local Roads increases, then the increased Contribution Value only applies in respect of Offsite Roads Contributions to be made by the Developer from the date of the increase in the Contribution Value onwards, and in that respect, the Per Dwelling Contribution Value by Contribution Category for Offsite Local Roads will be recalculated at that point in time, with reference to the increased Contribution Value.
- 7.10 Notwithstanding any other provision of this Agreement, the making of payments by or on behalf of CIC Australia or the Developer under the Offsite Roads MOU will be considered to be the making of monetary Development Contributions comprising the Offsite Roads Contributions.
- 7.11 In addition to any other obligations under this Agreement, the Developer agrees to bear the costs of protecting, relocating or preserving services impacted by the delivery of the duplication of Old Cooma Road.

## 8 Maintenance of public open space, road verges and other public facilities

- 8.1 The Parties acknowledge and agree that the arrangements provided for in this clause 8 constitute the provision of a material public benefit within the meaning of ~~s93F~~s7.4(1) of the Act by the Developer to the Council.
- 8.2 The Council, to the extent permitted by law, is to have regard to the Landscape and Open Space Strategy and any further arrangements between the Parties of the kind contemplated by clauses 8.7 and 8.8 when adopting a community land plan of management (POM) in relation to community land, within the meaning of the *Local Government Act 1993*, within the Googong Urban Release Area.
- 8.3 If the Council adopts a POM which is consistent with the Landscape and Open Space Strategy and any further arrangements between the Parties of the kind contemplated by clauses 8.7 and 8.8, then the Developer agrees to fund the Up-specification Works.
- 8.4 Within 12 months of execution of this Agreement by the Developer, the Parties agree to form the Joint Management Committee, which is to have the following functions:
- 8.4.1 assisting the Council in the preparation of a draft POM,
  - 8.4.2 considering and making recommendations to the Council in relation to appropriate amendments to the draft POM in response to public submissions,
  - 8.4.3 considering and making recommendations to the Council in relation to possible future amendments to an adopted POM,
  - 8.4.4 considering and making recommendations to the Council in relation to any tenders for the provision of the Up-specification Works, including the preparation of draft tender specifications and performance standards in relation to Up-specification Works
  - 8.4.5 the appointment of the Landscape Supervisor; and
  - 8.4.6 any other functions agreed between the Parties from time to time.
- 8.5 If the Council does not adopt a POM which is consistent with the Landscape and Open Space Strategy and any further arrangements between the Parties of the kind contemplated by clauses 8.7 and 8.8, then the Joint Management Committee will be disbanded within 14 days of the adoption of the POM.
- 8.6 For the avoidance of doubt, the Parties agree that:
- 8.6.1 the adoption of any recommendation of the Joint Management Committee or otherwise is at the discretion of the Council in accordance with its functions under the *Local Government Act 1993*, including in relation to the selection of tenders under s377 of that Act, and
  - 8.6.2 the Joint Management Committee will not be involved in the preparation of tender documents and will not make recommendations to the Council concerning tenders that do not relate to Up-specification Works.
- 8.7 The Parties, acting reasonably, agree to enter into such further, more detailed arrangements as are reasonably necessary in relation to the

- matters addressed by this clause 8 and that those further arrangements will not be inconsistent with this Agreement.
- 8.8 Without limiting clause 8.7, the Parties agree to enter into further, more detailed arrangements specifying the nature and extent of the Up-specification Works.
- 8.9 Notwithstanding any other provision of this Agreement, the Developer is to maintain the Pink Tailed Worm Lizard Conservation Area as described in the '*Pink Tailed Worm Lizard Impact Assessment Report*' dated January 2011 (**PTWL Report**) referred to in Column 5 of the table to Schedule 1 in relation to Contribution Item 1.11, in accordance with the PTWL Report, until the issue of the Subdivision Certificate for the creation of the Final Lot which will accommodate the 15,702th Equivalent Person in the Development.
- 8.10 For the avoidance of doubt, the Developer's obligation under clause 8.9 is not an Up-specification Work.

## **8A Dedication of Land to Rugby Club**

- 8A.1 The Parties acknowledge that subject to satisfaction of the conditions precedent to the operation of the MOU in clause 2.1 of the MOU, the Developer is required to transfer the Rugby Club Land to the Rugby Club free of cost by 31 January 2024.
- 8A.2 Council agrees that on the transfer of the Rugby Club Land to the Rugby Club in accordance with clause 8A.1 the amount of unencumbered open space required to be dedicated to Council as part of Contribution Item 1.01 for Googong Common and Hill 800 will be reduced by the area of the Rugby Club Land actually transferred to the Rugby Club, and that area of land will be taken to have been provided under this Agreement.
- 8A.3 The Parties acknowledge that the Rugby Club is required to construct a building on the Rugby Club Land under the MOU which contains some of the recreational facilities which the Developer is required to provide under Contribution Item 1.03, being an 'amenities building with public toilets' for one of the Sportsfields (**Rugby Club Recreational Facilities**).
- 8A.4 Once the Rugby Club Recreational Facilities are complete within the meaning of the MOU and any other subsequent arrangements agreed between Council, the Developer and the Rugby Club, the Developer will be deemed to have satisfied its obligations under this Agreement to provide the Rugby Club Recreational Facilities, and the Rugby Club Recreational Facilities will be deemed to have reached Practical Completion for the purposes of this Agreement.
- 8A.5 Notwithstanding anything else in this clause, there is to be no reduction in the Contribution Value of Contribution Item 1.01 or Contribution Item 1.03.
- 8A.6 In the event that under the MOU the Rugby Club Land is transferred back to the Developer and the Rugby Club Recreational Facilities are not constructed by the Rugby Club, the Developer will be required to dedicate the Rugby Club Land to Council and construct the Rugby Club Recreational Facilities in accordance with this Agreement as if this clause 8A had not been included in the Agreement, other than in respect of the timing of the dedication of the Rugby Club Land and construction

of the Rugby Club Recreational Facilities which is to be amended as agreed with Council.

8A.7 Clause 8 of this Agreement does not apply to the Rugby Club Land unless it is transferred to the Council and clause 48 does not apply to the Rugby Club Recreational Facilities unless those facilities are constructed by the Developer.

## **9 Procedures relating to payment of monetary Development Contributions**

- 9.1 A monetary Development Contribution is made for the purposes of this Agreement when the Council receives the full amount of the contribution payable under this Agreement by unendorsed bank cheque or by the deposit by means of electronic funds transfer of cleared funds into a bank account nominated by the Council, as the case may be.
- 9.2 The Developer is to give the Council not less than 2 Business Days written notice of its intention to pay a monetary Development Contribution.
- 9.3 The Developer is not required to pay a monetary Development Contribution under this Agreement until the Council, after having received the Developer's notice under clause 9.2, has given to the Developer a tax invoice for the amount of that Development Contribution.
- 9.4 The Developer is not in breach of this Agreement if it fails to pay a monetary Development Contribution at the time required by this Agreement by reason only of the Council's failure to give to the Developer a tax invoice in relation to the amount proposed to be paid by it.

## **10 Procedures relating to the dedication of land**

- 10.1 A Development Contribution comprising the dedication of land is made for the purposes of this Agreement upon registration of a dealing which vests the land in the Council.
- 10.2 For the purposes of clause 10.1, but without limiting the means by which the transfer may be effected under clause 10.1:
  - 10.2.1 the Developer may give the Council, for execution by the Council as transferee, an instrument of transfer under the *Real Property Act 1900* relating to the land to be dedicated, and
  - 10.2.2 if so, the Council is to execute the instrument of transfer and return it to the Developer within 7 days of receiving it from the Developer,
  - 10.2.3 if so, the Developer is to lodge the instrument of transfer for registration at the Department of Lands within 7 days of receiving it from the Council duly executed,
  - 10.2.4 if so, the Developer is to do all things reasonably necessary to enable registration of the instrument of transfer to occur.
- 10.3 If this Agreement requires the Developer to dedicate land to Council on which the Developer is also required to carry out a Work under this Agreement, then, not later than 7 days after the Work is taken to have

been completed in accordance with this Agreement, the Developer is to provide to the Council or lodge with the LPMA/RS all documents necessary to enable the transfer of the land to Council.

- 10.4 Clause 10.3 does not affect any obligation under this Agreement which requires the dedication of land prior to the completion of any Work on that land.

## **11 Carrying out of Work**

- 11.1 Subject to clause 6.911, the Developer is to carry out and deliver the Work at the time and in the manner set out in Schedule 1.
- 11.2 Any Work that is required to be carried out by the Developer under this Agreement is to be carried out in accordance with any relevant Development Consent and any other applicable law.
- 11.3 The Landscaping Works are to be carried out in accordance with the Landscape and Open Space Strategy.
- 11.4 The Parties may, by agreement in writing, determine part of a Work to be a Phase at any time prior to the commencement of physical works relating to that Work.
- 11.5 The Parties agree that the Phase Value is to be determined by:
- 11.5.1 the agreement in writing of the Parties; or
- 11.5.2 failing agreement, the amount determined by a suitably qualified quantity surveyor appointed by the Parties.
- 11.6 The Parties agree and acknowledge that any determination of value made by that quantity surveyor is relevant only for the purposes of determining the Phase Value, and does not affect the Contribution Value of a particular Work.
- 11.7 When the Developer considers that a Phase is complete, the Developer must provide the Council with verification of the completion of the Phase from a suitably qualified quantity surveyor.

## **12 Access to the Land**

- 12.1 The Developer is to permit the Council, its officers, employees, agents and contractors to enter the Land at any time, upon giving reasonable prior notice, in order to inspect, examine or test any Work or to remedy any breach of the Developer relating to the carrying out of a Work.
- 12.2 The Council is to permit the Developer to enter and occupy any land owned or controlled by the Council for the purpose of enabling the Developer to carry out any Work under this Agreement that is required to be carried out on such land or to perform any other obligation imposed on the Developer by or under this Agreement.
- 12.3 If the Developer is required to carry out Work under this Agreement on land that is not owned or controlled by the Council or Developer, the Developer is to first obtain all consents necessary for the Developer to enter onto that land and carry out the required Work.



### **13 Protection of people and property**

- 13.1 The Developer is to ensure to the fullest extent reasonably practicable in relation to the carrying out of any Work that:
  - 13.1.1 all necessary measures are taken to protect people and property,
  - 13.1.2 unnecessary interference with the passage of people and vehicles is avoided,
  - 13.1.3 nuisances and unreasonable noise and disturbances are prevented, and
  - 13.1.4 the Developer complies with all laws including all conditions of any applicable Development Consent, environmental laws and occupational health and safety laws.

### **14 Damage and repairs to Work**

- 14.1 The Developer, at its own cost, is to repair and make good to the satisfaction of the Council any loss or damage to a Work from any cause whatsoever which occurs prior to the date on which the Work is taken to have been completed under this Agreement.

### **15 Variation of Work**

- 15.1 A Work is not to be varied by the Developer, unless:
  - 15.1.1 the Parties agree in writing to the variation, and
  - 15.1.2 any consent or approval required under the Act or any other law to the variation is first obtained, and
  - 15.1.3 the Developer bears all of the Council's costs of and incidental to agreeing to and approving the variation.
- 15.2 For the purposes of clause 15.1 a variation may relate to any matter in relation to the Works that is dealt with by this Agreement.

### **16 Procedures relating to the completion of Work**

- 16.1 A Development Contribution comprising the carrying out of a Work is made for the purposes of this Agreement, and the Work is taken to have been completed for the purposes of this Agreement, on Practical Completion of the Work.
- 16.2 On Practical Completion of a Work or Phase, the Council accepts responsibility for the Work, other than responsibility for complying with a Rectification Notice, and responsibility for funding the Up-specification Works in accordance with clause 8.3 of this Agreement, which remains with the Developer.

## **17 Procedures relating to the rectification of defects**

- 17.1 During the Defects Liability Period, the Council, acting reasonably, may give to the Developer a Rectification Notice.
- 17.2 The Developer is to comply with a Rectification Notice at its own cost according to its terms and to the satisfaction of the Council.
- 17.3 If the Developer breaches clause 17.2, the Council may have the relevant defect rectified and may recover its costs of so doing by:
  - 17.3.1 calling upon the Defects Security, or
  - 17.3.2 as a debt due in a court of competent jurisdiction.

## **18 Failure to carry out Work**

- 18.1 If the Council considers that the Developer is in breach of any obligation under this Agreement relating to the carrying out of any Work, the Council may elect to give the Developer a notice requiring:
  - 18.1.1 the carrying out of further work relating to the Work to immediately cease except in relation to the rectification of the breach, and
  - 18.1.2 the breach to be rectified to the Council's satisfaction.
- 18.2 A notice given under clause 18.1 is to allow the Developer a period of not less than 28 days or such further period as the Council considers reasonable in the circumstances to rectify the breach.
- 18.3 Without limiting any other rights the Council has to enforce this Agreement, the Council may, if the Developer does not comply with a notice given under clause 18.1:
  - 18.3.1 call upon a Contribution Security referred to in clause 24, and
  - 18.3.2 carry out and complete the Work the subject of the Developer's breach.
- 18.4 Clause 31 and Schedule 2 do not prevent a notice being given under clause 18.1 and do not apply to such a notice or the circumstances relating to the giving of that notice, and any procedure commenced under Schedule 2 ceases to apply when such a notice is given.

## **19 Works-As-Executed-Plan**

- 19.1 No later than 60 days after Practical Completion of a Work, the Developer is to submit to the Council a full works-as-executed-plan in respect of the Work the subject of the notice.
- 19.2 The works-as-executed-plan submitted to the Council is to meet the Council's reasonable requirements which must be notified to the Developer prior to the expiration of the Defects Liability Period for the Work.

**20 Application of sections ~~94, 94A7.11, 7.12~~ and ~~94EF7.24~~ of the Act to the Development**

- 20.1 Subject to clause 20.2, sections ~~947.11~~ and ~~94A7.12~~ of the Act do not apply to the Development.
- 20.2 This Agreement does not prevent Council from imposing conditions on development consents for commercial development in the Town Centre pursuant to ~~94s7.11~~ of the Act requiring monetary contributions for the purposes of car parking.
- 20.3 Section ~~94EF7.24~~ of the Act applies to the Development.
- 20.4 For the avoidance of doubt:
  - 20.4.1 if the Option Land is not developed by the Developer, that land is not covered by this Agreement, and sections ~~947.11~~ and ~~94A7.12~~ of the Act continue to apply to that land,
  - 20.4.2 if the Developer does not exercise its option to purchase the Option Land within the time required under the relevant option deed, to the effect that the Developer no longer has a legally enforceable right to purchase the Option Land, then that land is not covered by this Agreement, and sections ~~947.11~~ and ~~94A7.12~~ of the Act continue to apply to that land, and
  - 20.4.3 sections ~~947.11~~ and ~~94A7.12~~ of the Act continue to apply to any development, other than the Development, within the Googong Urban Release Area whether carried out by the Developer or any other person.

**21 Procedures relating to Sewer, Potable Water and Recycled Water Infrastructure**

- 21.1 Subject to clause ~~6.911~~, the parties acknowledge that the Developer is to build and dedicate to Council the Work being Contribution Item 7.02.
- 21.2 The Council will ensure that residential user charges for recycled water within the Googong Urban Release Area will be lower than residential user charges for potable water in the Area.
- 21.3 The Parties acknowledge that Contribution Item 7.04, is to be dedicated to ICON Water Limited not Council.
- 21.4 Despite any other provision of this Agreement, Contribution Item 7.04, is taken to be complete for the purposes of this Agreement when ICON Water Limited and the Developer agree that the Works are complete and the Developer provides written notice to that effect to the Council.
- 21.5 Clauses 11, 12, 14, 15, 16, 17, 18, 19, 24, 25, 27 and 48 of this Agreement do not apply to Contribution Item 7.04.

## Part 3 - Recoupment

### 22 Surplus Development Contributions

- 22.1 The Council acknowledges that the Developer is providing Development Contributions under this Agreement that:
- 22.1.1 exceed the demand for Public Infrastructure created by the Development, and
  - 22.1.2 meet the demand, or part of the demand, for Public Infrastructure created by development in the Googong Urban Release Area which is to be carried out by Other Developers.
- 22.2 The Council, to the extent permitted by law, is to give consideration to making a contributions plan pursuant to section 94EA7.18 of the Act under which the Council collects Recoupment Contributions and, if it determines that it will make such a contributions plan, it must use its best endeavours to do so expeditiously.
- 22.3 The Council, to the extent permitted by law, is also to give consideration to making a Development Servicing Plan under which the Council collects Recoupment Contributions and, if it determines that it will make such a plan, it must use its best endeavours to do so.
- 22.4 The Council, to the extent permitted by law, is also to give consideration to making other applications or taking other steps to collect Recoupment Contributions and to use its reasonable endeavours from time to time to do so.

### 23 Payments to Developer

- 23.1 Each time a Recoupment Contribution is paid to the Council, the Council is to deposit an amount equal to the amount of that contribution, plus any interest earned by Council on that contribution into the Council's trust fund referred to in s411 of the *Local Government Act 1993* in an account styled *GDC Recoupment Contributions – Googong Development (Recoupment Trust Fund)*.
- 23.2 Within 14 days of the Council providing its consent, pursuant to clause 24.3.2, to a notice issued by the Developer pursuant to clause 24.3.1, if the Developer has provided Contribution Items with a combined Contribution Value and Phase Value (**Item Value**) in excess of the Contribution Obligation at the date of the notice, then Council will pay the Recoupment Contributions held in the Recoupment Trust Fund to the Developer.
- 23.3 The Council is not obliged to pay Recoupment Contributions to the Developer pursuant to clause 23.2 which would result in the amount paid to the Developer, when added to the Contribution Obligation at the date of the notice referred to in clause 23.2, exceeding the Item Value at the date of that notice.
- 23.4 Once the sum of the payments made to the Developer under this clause (not including any interest earned on Recoupment Contributions by the Council) equals the Surplus Value, the Council has no further obligation to make any payments under this clause.

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- 23.5 For the purposes of s94s7.11(3) and s94As7.12(3) of the Act, the Parties agree that immediately prior to the imposition of a condition pursuant to s94s7.11 or s94As7.12 of the Act on a Development Consent granted to an Other Developer requiring the payment of a Recoupment Contribution, the Council incurs a liability to pay the Developer an amount equal to the Recoupment Contribution.
- 23.6 The Parties further agree that immediately prior to the imposition of a pre-condition to the issuing of a certificate of compliance pursuant to s306 of the *Water Management Act 2000* in relation to a Development Consent granted to an Other Developer requiring the payment of a Recoupment Contribution, the Council incurs a liability to pay the Developer an amount equal to the Recoupment Contribution.
- 23.7 The Parties further agree that immediately prior to the imposition of any other requirement to pay a Recoupment Contribution on an Other Developer, the Council incurs a liability to pay the Developer an amount equal to the Recoupment Contribution.
- 23.8 For the avoidance of doubt, nothing in this Agreement imposes any obligation on the Council to make any payments to the Developer over and above the Recoupment Contributions actually received by the Council from Other Developers.
- 23.9 The Council acknowledges that the Developer intends to fund Stage 1 of the Old Cooma Road Works, which form part of the Offsite Local Roads, in advance of the time by which contributions towards the Offsite Local Roads are required under this Agreement, in order to facilitate the early completion of those works by Council.
- 23.10 The Council must ensure that Offsite Roads Contributions are only used for the purpose for which they are provided by the Developer under this Agreement.
- 23.11 Within 60 days of the end of the Defects Liability Period for an Offsite Road Work, the Council must notify the Developer of the cost to the Council of the construction of that Offsite Road Work.
- 23.12 If the Developer's share of the actual cost of the construction of an Offsite Road Work is less than the Developer's share of the estimated cost for that Offsite Road Work as noted in Column 4 of Schedule 1, then:
- 23.12.1 the Offsite Roads Contributions which the Developer is required to pay are reduced by the difference between those two amounts (**Cost Difference**); and
- 23.12.2 if the Developer has already provided Offsite Roads Contributions in an amount greater than the actual cost of the construction of all Offsite Road Works which have been completed, then within 60 days of the end of the Defects Liability Period for the Offsite Road Work, Council will refund to the Developer an amount equal to the Cost Difference.
- 23.13 At the end of all of the Defects Liability Periods for the Offsite Local Roads, Council is to refund to the Developer any unapplied balance of the Offsite Roads Contributions held by Council including any interest earned, within 28 days of demand by the Developer.

## Part 4 – Other Provisions

### 24 Security for Contribution Obligations

24.1 Subject to this clause 24, the Developer is to pay Contribution Security to the Council for each Contribution Category in an amount equal to the \$ amount of the Contribution Obligation.

24.2 The amount payable under clause 24.1 is to be reduced according to the following formula:

$$CS = CO - CV$$

Where

CS = Contribution Security

CO = Contribution Obligation

CV = the sum of:

(a) the Contribution Value of all Contribution Items made in accordance with this Agreement, and

(b) the Phase Value of all Phases that have been completed in relation to Contribution Items which have not yet been completed to date in the Contribution Category to which the Contribution Obligation relates.

24.3 Not later than 1 February and 1 August in each year following the making of the first payment of Contribution Security to the Council, the following is to occur:

24.3.1 the Developer is to prepare a notice specifying a \$ amount of:

- (a) the Contribution Value of all Contribution Items made in accordance with this Agreement at the date of the notice (grouped in Contribution Categories),
- (b) the Phase Value of all Phases that have been completed in relation to Contribution Items which have not yet been completed at the date of the notice (again grouped in Contribution Categories),
- (c) the Contribution Obligation at the date of the notice, and
- (d) the Contribution Security held by the Council at the date of the notice.

24.3.2 Within 14 days of receiving a notice under clause 24.3.1, the Council is to notify the Developer of whether it consents (with such consent not to be unreasonably withheld) to the amounts specified in the Developer's notice.

24.3.3 Once the Parties have agreed on the \$ amounts relating to the matters required to be included in a notice under clause 24.3.1, the Parties are to promptly ensure the Council holds the correct

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- amount of Contribution Security in accordance with clauses 24.1 and 24.2.
- 24.3.4 For the avoidance of doubt, the action required by the Parties pursuant to clause 24.3.3, may involve either the payment of a further amount of Contribution Security to the Council or the refund by the Council of an amount of Contribution Security, which in either case is to occur within 30 days of the Parties reaching agreement under clause 24.3.3.
- 24.4 Subject to clause 24.3, the amount of a Contribution Security that may be held by the Council for a Contribution Obligation at any time is not to exceed the amount determined in accordance with the formula in clause 24.2.
- 24.5 Contribution Security paid to the Council under clause 24.1 is, if in the form of cash, to be deposited into the Council's trust fund referred to in s411 of the *Local Government Act 1993* in an account styled *GDC Security – Googong Development*, and the Contribution Security may only be used in accordance with this Agreement.
- 24.6 The Council is to provide the Developer with a copy of all transaction documents and bank statements relating to the account in which Contribution Security is held as soon as practicable after the Council receives such documents.
- 24.7 The Council may call-up a Contribution Security only if:
- 24.7.1 the Developer has breached its obligations under this Agreement relating to the making of Development Contributions in the Contribution Category to which the Contribution Security applies (other than an obligation to which the Defects Security relates), and
- 24.7.2 the Council has served on the Developer notice in writing of the breach, and
- 24.7.3 the Developer has failed to remedy the breach within a reasonable period after receipt of the notice having regard to the nature of the breach being a period of not less than 28 days in any circumstances.
- 24.8 If the Council calls-up a Contribution Security, it may use it in satisfaction of the following costs:
- 24.8.1 the reasonable costs of the Council's servants, agents and contractors reasonably incurred for that purpose,
- 24.8.2 all fees and charges necessarily or reasonably incurred by the Council in order to have the Work carried out, completed or rectified, and
- 24.8.3 without limiting clause 24.8.2, all legal costs and expenses reasonably incurred by the Council, by reason of the Developer's breach.
- 24.9 If the Council calls on a Contribution Security in accordance with this Agreement, the Council may, by notice in writing served on the Developer, require the Developer to provide a further or replacement Contribution Security in an amount that, when added to any unused portion of the existing Contribution Security, does not exceed the amount of the Contribution Security the Council is entitled to hold under clause 24.1.

- 24.10 Any interest earned on the Contribution Security is to be held by the Council in the account referred to in clause 24.5.
- 24.11 If the Contributions Security for a Contributions Obligation is exhausted as a result of the Council calling-up a security, the Council may apply any interest in satisfaction of any further costs to which the Contribution Security could have been applied in accordance with this clause 24.
- 24.12 On the completion of the Contributions Obligations, the Council must promptly refund to the Developer on request the balance of the Contributions Security and any interest earned on that Security.
- 24.13 The first payment of Contribution Security is to be made prior to the issue of the first Subdivision Certificate which creates any residential lots in the Development.
- 24.14 The Developer must not apply for a Subdivision Certificate in relation to the creation of any residential lots in the Development unless the Developer has first provided sufficient Contributions Security for all Contribution Categories in accordance with this clause 24.
- 24.15 A Contribution Value or Phase Value referred to in the definition of 'CV' in clause 24.2 is to be indexed in the same way that a Contribution Value is indexed under clauses 6.6, 6.7 and 6.8 of this Agreement.

## **25 Defects Security**

- 25.1 Upon commencement of the Defects Liability Period for a Work, the Council may give the Developer a notice requiring the Developer to provide a Defects Security in relation to that Work in an amount of:
- 25.1.1 five (5) per cent of the value of the Work, if the value of the Work is less than \$500,000.00; or
- 25.1.2 \$25,000.00 plus three (3) per cent of the value of the Work if the value of the Work is more than \$500,000.00.
- 25.2 Within 14 days of receiving a notice from the Council that is in accordance with clause 25.1, the Developer is to give the Council a Defects Security in the amount specified in that notice.
- 25.3 The Council is to return a Defects Security or any remaining part of it to the Developer within 28 days of Final Completion of the Work to which that Defects Security relates.
- 25.4 At any time following the provision of a Defects Security, the Developer may provide the Council with a replacement Defects Security in the amount specified by the Council in accordance with clause 25.1.
- 25.5 On receipt of a replacement Defects Security, the Council is to release and return to the Developer as directed, the Defects Security it holds which has been replaced.
- 25.6 The Council may call-up a Defects Security only if:
- 25.6.1 the Developer has breached a Rectification Notice that relates to the Work to which the Defects Security relates, and
- 25.6.2 the Council has served on the Developer notice in writing of the breach, and



- 25.6.3 the Developer has failed to remedy the breach within a reasonable period after receipt of the notice having regard to the nature of the breach being a period of not less than 28 days in any circumstances.
- 25.7 If the Council calls-up a Defects Security, it may use it in satisfaction of the following costs:
- 25.7.1 the reasonable costs of the Council's servants, agents and contractors reasonably incurred for that purpose,
- 25.7.2 all fees and charges necessarily or reasonably incurred by the Council in order to have the Work carried out, completed or rectified, and
- 25.7.3 without limiting clause 25.7.2, all legal costs and expenses reasonably incurred by the Council, by reason of the Developer's breach.
- 25.8 If the Council calls on a Defects Security in accordance with this Agreement, the Council may, by notice in writing served on the Developer, require the Developer to provide a further or replacement Defects Security in an amount that, when added to any unused portion of the existing Defects Security, does not exceed the amount of the Defects Security the Council is entitled to hold under clause 25.1.
- 25.9 Any interest earned on the Defects Security is to be held by the Council in the Council's trust fund referred to in s411 of the *Local Government Act 1993* in an account styled *GDC Security – Googong Development*.

## **26 Provision of Guarantee**

- 26.1 Upon the execution of this Agreement by all of the Parties, the Developer is to provide the Council with a deed of guarantee between the Council, the Developer, and the Developer's parent company which, at the date of this Agreement is CIC Australia (**Parent Company**), in terms reasonably satisfactory to the Council, under which the Parent Company undertakes to meet the obligations of the Developer under this Agreement.

## **27 Recovery of cost of Work carried out by the Council**

- 27.1 The Council may recover from the Developer in a court of competent jurisdiction any cost incurred by the Council during the Defects Liability Period in carrying out, completing, or rectifying a defect in, a Work that is not met by the Defects Security required under clause 25.
- 27.2 Prior to the commencement of recovery proceedings of the kind contemplated by clause 27.1, the Parties agree to engage in non-binding mediation of the dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time.
- 27.3 For the purpose of clause 27.1, the Council's costs of carrying out, completing or rectifying a defect in a Work includes, but is not limited to:
- 27.3.1 the reasonable costs of the Council's servants, agents and contractors reasonably incurred for that purpose,

- 27.3.2 all fees and charges necessarily or reasonably incurred by the Council in order to have the Work carried out, completed or rectified, and
- 27.3.3 without limiting clause 27.3.2, all legal costs and expenses reasonably incurred by the Council, by reason of the Developer's failure to comply with this Agreement.

## **28 Registration of this Agreement**

- 28.1 The Developer agrees that it will procure the registration of this Agreement under the *Real Property Act 1900 (RP Act)* in the relevant folios of the register for the Developer's Land, other than a Final Lot in accordance with section ~~93H~~7.6 of the Act.
- 28.2 The Developer, at its own expense, will promptly after this Agreement comes into operation, take all practical steps, and otherwise do anything that the Council reasonably requires, to procure:
  - 28.2.1 the consent of each person who:
    - (a) has an estate or interest in the Developer's Land registered under the RP Act; or
    - (b) is seized or possessed of an estate or interest in the Developer's Land;
  - 28.2.2 the execution of any documents; and
  - 28.2.3 the production of the relevant duplicate certificates of title, to enable the registration of this Agreement in accordance with clause 28.1, as soon as practicable.
- 28.3 The Developer, at its own expense, will take all practical steps and otherwise do anything that the Council reasonably requires, as soon as reasonably practicable:
  - 28.3.1 to procure the lodgement of this Agreement with the Registrar General as soon as reasonably practicable after this Agreement comes into operation but in any event not later than 60 Business Days after that date; and
  - 28.3.2 to procure the registration of this Agreement by the Registrar General, either in the relevant folios of the register for the Developer's Land or in the General Register of Deeds if the Agreement relates to land not under the RP Act.
- 28.4 The Parties agree that if any plan of subdivision to create Final Lots is lodged with the ~~LPMA LRS~~, the ~~LPMA LRS~~ will be directed not to register this Agreement against the folio identifier of the Final Lots being created by that plan.
- 28.5 Once the Developer has met all of its obligations under this Agreement, the registration of this Agreement against the folio identifier of the Land, or any part of the Land, can be removed, and the Council must do everything reasonably necessary to permit the Developer to have the recording of this Agreement against the folio identifier of the Land or part of the Land removed.
- 28.6 At any time, the Developer may request that the Council remove the registration of this Agreement from the title to any part of the Developer's

Land that is not a Final Lot, provided that the Council holds the Contributions Security required under clause 24.

## **29 Review of this Agreement**

- 29.1 This Agreement may be reviewed or modified by the agreement of the Parties using their best endeavours and acting in good faith.
- 29.2 The Parties agree to review this Agreement on the first anniversary of the date on which this Agreement is entered into and every three years after that anniversary, and otherwise if either Party is of the opinion that any change of circumstance has occurred, or is imminent, that materially affects the operation of this Agreement.
- 29.3 On each review, other than the review on the first anniversary, the Parties will review the Projected Total Population and dwelling occupancy rates of the Googong Urban Release Area.
- 29.4 For the purposes of clause 29.2, the relevant changes include (but are not limited to):
  - 29.4.1 any material change to the Development or Indicative Staging Plan,
  - 29.4.2 any change to the LEP that materially affects the Development or part of the Development,
  - 29.4.3 any change to Council's *Residential and Economic Strategy 2031* that materially affects the Development or part of the Development,
  - 29.4.4 any change to or the making of any Environmental Planning Instrument that materially affects the Development or part of the Development,
  - 29.4.5 any change to a law that restricts or prohibits or enables the Council or any other Authority to restrict or prohibit any aspect of the Development,
  - 29.4.6 if the Developer is, despite all reasonable efforts to do so, unable to obtain all consents necessary for the Developer to enter onto land and carry out Work as required by clause 12.3,
  - 29.4.7 the actual cost of delivering a Contribution Item varies from the Contribution Value for that Item by more than 7.5 per cent,
  - 29.4.8 the exhibition of a draft contributions plan, within the meaning of the Act, relating to land in the Council's area; and
  - 29.4.9 the exhibition of a draft voluntary planning agreement, within the meaning of the Act, between Council and an Other Developer relating to land in the Council's area.
- 29.5 For the purposes of addressing any matter arising from a review of this Agreement referred to in clause 29.2, the Parties are to use all reasonable endeavours to agree on and implement appropriate amendments to this Agreement.
- 29.6 If this Agreement becomes illegal, unenforceable or invalid as a result of any change to a law, the Parties agree to do all things necessary to ensure that an enforceable agreement of the same or similar effect to this Agreement is entered into.

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- 29.7 A failure by a Party to agree to take action requested by the other Party as a consequence of a review referred to in clause 29.2 is not a dispute for the purposes of clause 31 and is not a breach of this Agreement.
- 29.8 Council acknowledges that the Development Contributions to be provided by the Developer under this Agreement may exceed the demand for public infrastructure generated by 5550 Dwellings. If more than 5550 Dwellings are permitted in the Googong Urban Release Area, the Parties will negotiate in good faith for the adjustment of the Development Contributions to be provided under this Agreement accordingly.
- 29.9 In the event that the Total Projected Population reduces by more than 20% for any reason, the parties must meet, and negotiate in good faith to agree upon a reduction in the Development Contributions provided under this Agreement.

**30 Implementation of this Agreement**

- 30.1 Within 6 months of execution of this Agreement by the Developer, the Parties agree to form the Implementation Group, which is to have the following functions:
  - 30.1.1 Monitor and manage the Developer's compliance with its obligations under this Agreement, including in relation to the provision of Contribution Security and Contribution Items;
  - 30.1.2 Monitor and manage the Council's compliance with its obligations under this Agreement, including the making of payments to the Developer under clause 23;
  - 30.1.3 Manage, on request by the parties, the delivery of Contribution Items; and
  - 30.1.4 any other functions agreed between the Parties from time to time.
- 30.2 The Implementation Group is to meet twice annually within 14 days of receipt of the notice referred to in clause 24.3.1, and at other times as agreed by the parties.
- 30.3 The Parties, acting reasonably, agree to enter into such further, more detailed arrangements as are reasonably necessary in relation to the functions, and operation of the Implementation Group and those further arrangements will not be inconsistent with this Agreement.

**31 Dispute resolution**

- 31.1 If a dispute between any of the Parties arises in connection with this Agreement or its subject matter, then the process and procedures set out in Schedule 2 will apply.

**32 Notices**

- 32.1 Unless expressly stated otherwise in this Agreement, all notices, certificates, consents, approvals, waivers and other communications in connection with this Agreement must be in writing, signed by the sender (if an individual) or an Authorised Officer of the sender and marked for the

attention of the person identified in the Summary Sheet to this Agreement or, if the recipient has notified otherwise, then marked for attention in the way last notified.

- 32.2 They must be:
- 32.2.1 left at the address set out or referred to in the Summary Sheet to this Agreement;
  - 32.2.2 sent by prepaid ordinary post (airmail if appropriate) to the address set out or referred to in the Summary Sheet to this Agreement;
  - 32.2.3 sent by fax to the fax number set out or referred to in the Summary Sheet to this Agreement;
  - 32.2.4 sent by email to the email address set out or referred to in the Summary Sheet to this Agreement; or
  - 32.2.5 given in any other way permitted by Law.
- 32.3 However, if the intended recipient has notified a changed postal address or changed fax number, then the communication must be to that address or number.
- 32.4 They take effect from the time they are received unless a later time is specified.
- 32.5 If sent by post, they are taken to be received three days after posting (or seven days after posting if sent to or from a place outside Australia).
- 32.6 If sent by fax, they are taken to be received at the time shown in the transmission report as the time that the whole fax was sent.

### **33 Approvals and Consent**

- 33.1 The Parties acknowledge that this Agreement does not impose any obligation on a Consent Authority to:
- 33.1.1 grant Development Consent; or
  - 33.1.2 exercise any function under the Act in relation to a change in an environmental planning instrument.

### **34 Assignment and dealings**

- 34.1 The Developer may not sell, transfer, assign or novate or similarly deal with (referred to in this clause as "**Dealing**") its right, title or interest in the Land (if any) other than a Final Lot or a part of the Land to be transferred or dedicated to a third party under this Agreement, or its rights or obligations under this Agreement, or allow any interest in them to arise or be varied, in each case, without the Council's consent (which shall not be unreasonably withheld).
- 34.2 The Council shall not withhold its consent under clause 34.1 if:
- 34.2.1 the Developer is not in breach of this Agreement, or if the Developer is in breach of the Agreement, the Developer can demonstrate to Council's reasonable satisfaction that it is taking action to remedy the breach, and

- 34.2.2 ~~the Council is satisfied, based on evidence procured by the Developer, has undertaken due diligence and any other considerations the Council reasonably considers relevant, that the proposed purchaser, transferee, assignee or novatee has the financial capacity and experience necessary to meet the Developer's, is reasonably capable of performing its obligations under this Agreement;~~ and
- 34.2.3 ~~the Developer provides evidence, including such additional evidence that the Council requires, to the Council's reasonable satisfaction to substantiate its view that the purchaser, transferee, assignee or novatee, is reasonably capable of performing its obligations under this Agreement.~~
- 34.3 The Developer must give the Council no less than 40 Business Days notice in writing of the proposed Dealing and the Council must advise the Developer within 20 Business Days whether it will consent to the Dealing, subject to clause 34.4.
- 34.4 ~~Prior~~ Subject to clause 34.12, prior to any such sale, transfer, assignment, charge, encumbrance or novation, the Developer must:
- 34.4.1 procure that the transferee, assignee or novatee executes and delivers to the Council prior to any such Dealing taking effect, a deed in favour of the Council in form and substance acceptable to the Council (acting reasonably) whereby, subject to clauses 34.5 and 34.6:
- (a) the purchaser, transferee, assignee or novatee becomes contractually bound with the Council to perform all of the Developer's obligations under this Agreement (including obligations which may have arisen before the transfer, assignment or novation takes effect), or on such other terms as agreed by the Parties;
  - (b) the purchaser, transferee, assignee or novatee has the benefit of all the Developer's rights under this Agreement, or on such other terms as agreed by the Parties; and
  - (c) the Developer is released from its Future Obligations under this Agreement.
- 34.5 ~~The~~ Subject to clause 34.12, the Parties agree that a purchaser, transferee, assignee or novatee in a Dealing under this clause of part only of the Land, shall be contractually bound with the Council under clause 34.4.1(a) only in relation to those Future Obligations that relate to that part of the Land in which the purchaser, transferee, assignee or novatee receives a right, title or interest from the Developer, and the Developer shall remain liable for the remainder of the Future Obligations.
- 34.6 If the Developer, in its absolute discretion, provides the Council with a deed of guarantee or an agreement between the Developer and the purchaser, transferee, assignee or novatee in terms reasonably satisfactory to the Council, under which the Developer undertakes to meet the Future Obligations of the purchaser, transferee, assignee or novatee (determined in accordance with clause 34.2), the Parties agree that the purchaser, transferee, assignee or novatee is not liable under this Agreement to the extent of the Developer's guarantee.
- 34.7 If another Authority takes over the functions of the Council under this Agreement, or if the Council determines that it is desirable for this to

happen, then the Council may assign or novate or otherwise deal with its rights and obligations under this Agreement to give effect to this change, and the Developer agrees to enter into such documentation, at the cost of the Council, as may be necessary to confer on the new Authority the rights and obligations of the Council under this Agreement.

- 34.8 Normally any such action would take place by a statutory novation or delegation. However, this clause applies to the extent that it is necessary.
- 34.9 Without limiting clause 39, the Council must not otherwise deal with its rights and obligations under this Agreement.
- 34.10 For the purposes of, but without limiting clause 34.1, an assignment by the Developer of its rights or obligations under this Agreement will be deemed to have occurred where there has been a Change of Control, except that clauses 34.4 to 34.6 will not apply to that assignment.
- 34.11 For the purposes of clause 34.10:

**Change of Control** means where a person who did not (directly or indirectly) effectively Control the Developer at the date of this Agreement, either alone or together with others, acquires Control of the Developer.

**Control** includes:

- 34.11.1 the ability to exercise or control the exercise of the right to vote in respect of more than 50% of the voting shares or other form of voting equity in a corporation;
- 34.11.2 the ability to dispose, or exercise control over the disposal of more than 50% of the shares or other form of equity in a corporation;
- 34.11.3 the ability to appoint or remove all or a majority of the directors of a corporation;
- 34.11.4 the ability to exercise, or control the exercise of the casting of a majority of the votes cast at the meetings of the board of directors of a corporation; or
- 34.11.5 any other means, direct, or indirect, of dominating the decision making and financial and operating policies of a corporation.

34.12 Clauses 34.2.2, 34.2.3, 34.4 and 34.5 do not apply to or in respect of a sale or transfer of the Land or any part of it other than a Final Lot where the Developer provides the Council with written evidence that the Developer has entered into a contract with the purchaser or transferee under which the Developer will perform on behalf of the purchaser or transferee such of the obligations contained in this Agreement that apply to the Land or part.

## **35 Entire agreement**

- 35.1 This Agreement constitutes the entire agreement of the Parties about its subject matter and supersedes all previous agreements, understandings, and negotiations on that subject matter.

## **36 Further Acts**

- 36.1 Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to effect, perfect or complete this Agreement and all transactions incidental to it.
- 36.2 Without limiting clause 36.1, the Developer agrees for the purpose of determining Equivalent Persons in Column 5 of Schedule 1 to identify the following information on any plan of subdivision that will create residential lots in the Development:
  - 36.2.1 Development Type 1 lots,
  - 36.2.2 Development Type 2 lots, and
  - 36.2.3 Development Type 3 lots, including how many individual apartments intended to be constructed on each lot.

## **37 Governing Law and Jurisdiction**

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

## **38 Joint and individual liability and benefits**

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

## **39 No fetter**

- 39.1 This Agreement is not intended to operate to fetter, in any unlawful manner:
  - 39.1.1 the sovereignty of the Parliament of the State to make any Law;
  - 39.1.2 the power of the Executive Government of the State to make any statutory rule; or
  - 39.1.3 the exercise of any statutory power or discretion of any minister of the State or any Authority.(all referred to in this clause as "**Discretion**").
- 39.2 No provision of this Agreement is intended to, or does, constitute any unlawful fetter on any Discretion. If, contrary to the operation of this clause, any provision of this Agreement is held by a court of competent jurisdiction to constitute an unlawful fetter on any Discretion, the Parties agree:



**Googong Urban Development Local Planning Agreement**  
**Queanbeyan City-Palerang Regional Council**  
**Googong Township Pty Limited**

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- 39.2.1 they will take all practical steps, including the execution of any further documents to ensure the objective of this clause is substantially satisfied;
- 39.2.2 in the event that clause 39.1 cannot be achieved without giving rise to an unlawful fetter on a Discretion, the relevant provision is to be severed and the remainder of this Agreement has full force and effect; and
- 39.2.3 to endeavour to satisfy the common objectives of the Parties in relation to the provision of this Agreement which is held to be an unlawful fetter to the extent that is possible having regard to the relevant court judgment.

#### **40 Representations and warranties**

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

#### **41 Severability**

- 41.1 The Parties acknowledge that under and by virtue of section ~~93F7.4~~(4) of the Act, any provision of this Agreement is not invalid by reason only that there is no connection between the Development and the object of the expenditure of any Development Contribution required to be made by that provision.
- 41.2 The Parties acknowledge that under and by virtue of section ~~93F7.4~~(10) of the Act, any provision of this Agreement is void to the extent to which it requires or allows anything to be done that, when done, would breach:
  - 41.2.1 any provision of the Act;
  - 41.2.2 the provisions of an environmental planning instrument; or
  - 41.2.3 a Development Consent applying to the relevant land.
- 41.3 The Parties agree that to the extent permitted by Law, this Agreement prevails to the extent it is inconsistent with any Law.
- 41.4 If a clause or part of a clause of this Agreement 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.
- 41.5 If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part of a clause is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.

#### **42 Modification**

- 42.1 No modification of this Agreement will be of any force or effect unless it is in writing and signed by the Parties.
- 42.2 The Council acknowledges that the Developer may require the approval of its financier prior to agreeing to any modification of this Agreement.

### **43 Waiver**

- 43.1 The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Agreement, does not amount to a waiver of any obligation of, or a breach of obligation by, another Party.
- 43.2 A waiver by a Party is only effective if it is in writing and signed by the Parties.
- 43.3 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.
- 43.4 The Council acknowledges that the Developer may require the approval of its financier prior to agreeing to any waiver under this Agreement.

### **44 GST**

- 44.1 In this clause:
  - 44.1.1 words and expressions which are not defined in this Agreement but which have a defined meaning in GST Law have the same meaning as in the GST Law; and
  - 44.1.2 GST Law has the same meaning given to that expression in the *A New Tax System (Goods and Services Tax) Act 1999*.
- 44.2 Without limiting the operation of this clause 44, the Parties intend that:
  - 44.2.1 Divisions 81 and 82 of the GST Act apply to the supplies made under and in respect of this Agreement;
  - 44.2.2 no tax invoices will be exchanged between the Parties; and
  - 44.2.3 no additional amounts will be payable on account of GST.
- 44.3 Unless expressly stated, all prices or other sums payable or consideration to be provided under this document are exclusive of GST.
- 44.4 If GST is payable on any supply made under this document, the recipient (**Recipient**) will pay to the supplier (**Supplier**) an additional amount equal to the amount of GST payable on that supply (**GST Amount**).
- 44.5 The Recipient will pay the GST Amount in addition to and at the same time that the consideration for the supply is to be provided under this document.
- 44.6 The Supplier must deliver a tax invoice or an adjustment note to the Recipient before the Supplier is entitled to payment of a GST Amount. The Recipient can withhold payment of the amount until the Supplier provides a tax invoice or adjustment note as appropriate.
- 44.7 If an adjustment event arises in respect of a taxable supply made by a Supplier under this document, the GST Amount payable by the Recipient will be recalculated to reflect the adjustment event and a payment will be made by the Recipient to the Supplier or by the Supplier to the Recipient as the case requires.
- 44.8 Where a Party is required under this document to pay or reimburse an expense or outgoing of another Party, the amount to be paid or reimbursed by the first Party will be the sum of:

- 44.8.1 the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other Party, or to which the representative member for a GST group of which the other Party is a member, is entitled; and
- 44.8.2 if the payment or reimbursement is subject to GST, an amount equal to that GST.
- 44.9 To the extent that the consideration provided for the Supplier's taxable supply to which clause 44.4 applies is a taxable supply made by the Recipient (**Recipient Supply**) the GST Amount that would be otherwise payable by the Recipient to the Supplier in accordance with clause 44.4 shall be reduced by the amount of GST payable by the Recipient on the Recipient Supply.
- 44.10 The Recipient must issue to the Supplier an invoice for any Recipient Supply on or before the time at which the Recipient must pay the GST Amount in accordance with clause 44.4 (or the time at which such GST Amount would have been payable in accordance with clause 44.5 but for the operation of clause 44.9).

#### **45 Effect of Schedulised terms and conditions**

- 45.1 Subject to any amendments made pursuant to a provision in this Agreement, the Parties agree to comply with the terms and conditions contained in the Schedules as if those rights and obligations were expressly set out in full in the operative parts of this Agreement.

#### **46 New Laws**

- 46.1 If the Developer is obliged by a New Law to do something or pay an amount which it is already contractually obliged to do or pay under this Agreement then, to the extent only that the relevant obligation is required under both the New Law and this Agreement, compliance with the New Law will constitute compliance with the relevant obligation under this Agreement.

#### **47 Confidentiality**

- 47.1 The Parties agree that the terms of this Agreement are not confidential and this Agreement may be treated as a public document and exhibited or reported without restriction by any Party.
- 47.2 The Parties agree, and must procure that any mediator or expert appointed under Schedule 2 agrees as a condition of their appointment:
  - 47.2.1 Confidential Information has been supplied to some or all of the Parties in the negotiations leading up to the making of this Agreement; and
  - 47.2.2 the Parties may disclose to each other further Confidential Information in connection with the subject matter of this Agreement; and

- 47.2.3 subject to clause 47.2.4 below, to keep confidential all Confidential Information, disclosed to them during or in relation to the expert determination or mediation; and
- 47.2.4 a Party may disclose Confidential Information in the following circumstance:
- (a) to a party or adviser who has signed a confidentiality undertaking to the same effect as this clause; or
  - (b) in order to comply with a Law, State Government policy, local government policy or the ASX Listing Rules; or
  - (c) for a purpose necessary in connection with an expert determination or mediation.
- 47.3 The Parties must keep confidential and must not disclose or rely upon or make the subject of a subpoena to give evidence or produce documents in any arbitral, judicial or other proceedings:
- 47.3.1 views expressed or proposals or suggestions made by a Party or the expert during the expert determination or mediation relating to a possible settlement of the dispute; and
  - 47.3.2 admissions or concessions made by a Party during the expert determination or mediation in relation to the dispute; and
  - 47.3.3 information, documents or other material, including Confidential Information concerning the dispute which are disclosed by a Party during the expert determination or mediation unless such information, documents or facts will have been otherwise discoverable in judicial or arbitral proceedings.

## **48 Indemnity and Insurance**

- 48.1 For the period between the commencement of a Work and Practical Completion of that Work, the Developer indemnifies the Council, its employees, officers, agents, contractors and workmen from and against all losses, damages, costs (including legal costs on a full indemnity basis), charges, expenses, actions, claims and demands whatsoever which may be sustained, suffered, recovered or made arising in connection with the carrying out by the Developer in relation to that Work.
- 48.2 The Developer is to take out and keep current, or is to ensure that its contractors that are responsible for carrying out the Work take out and keep current, to the satisfaction of the Council the following insurances in relation to Work required to be carried out by the Developer under this Agreement up until Practical Completion of the Work:
- 48.2.1 contract works insurance, noting the Council as an interested party, for the full replacement value of the Works (including the cost of demolition and removal of debris, consultants' fees and authorities' fees), to cover the Developer's liability in respect of damage to or destruction of the Works,
  - 48.2.2 public liability insurance for at least \$20,000,000.00 for a single occurrence, which covers the Council, the Developer and any subcontractor of the Developer, for liability to any third party,
  - 48.2.3 workers compensation insurance as required by law, and

- 48.2.4 any other insurance required by law.
- 48.3 If the Developer fails to comply with clause 48.2, the Council may effect and keep in force such insurances and pay such premiums as may be necessary for that purpose and the amount so paid shall be a debt due from the Developer to the Council and may be recovered by the Council as it deems appropriate including:
- 48.3.1 by calling upon a Contribution Security provided by the Developer to the Council under this Agreement, or
- 48.3.2 recovery as a debt due in a court of competent jurisdiction.
- 48.4 The Developer is not to commence to carry out any Work unless it has first provided to the Council satisfactory written evidence of all of the insurances specified in clause 48.2.

#### **49 Explanatory Note Relating to this Agreement**

- 49.1 Appendix 2 to this Agreement contains the Explanatory Note relating to this Agreement required by clause 25E of the Regulation.
- 49.2 Pursuant to clause 25E(7) of the Regulation, the Parties agree that the Explanatory Note in the Appendix is not to be used to assist in construing this Planning Agreement.

#### **50 Statement of Compliance**

- 50.1 At the time of submitting a Development Application the Developer is to submit to the Council a notice setting out as at the date of the notice:
- 50.1.1 the Development Contributions due to be made under this Agreement; and
- 50.1.2 the Development Contributions that the Developer has made under this Agreement.
- 50.2 Notwithstanding clause 50.1 the Developer may, at any other time but not more than four times in a calendar year, submit to the Council a notice setting out as at the date of the notice, the matters referred to in clauses 50.1.1 and 50.1.2,
- 50.3 Within 14 days of receiving a notice under clauses 50.1 or 50.2, the Council is to notify the Developer whether it agrees with the amounts specified in the Developer's notice.

## Schedule 1 - Development Contributions

(Clause 6)

~~Development Contributions on the following pages-~~  
see Schedule 2 of the Deed of Variation

## **Schedule 2\_- Dispute Resolution**

(Clause 31)

### **1 Dispute Resolution – expert determination**

- 1.1 This clause applies to a dispute under this Agreement which relates to a matter that can be determined by an appropriately qualified expert.
- 1.2 Any dispute between the Parties as to whether a dispute to which this clause applies can be determined by an appropriately qualified expert is to be referred to the Chief Executive Officer of the professional body that represents persons with the relevant expertise for determination, which is to be final and binding on the Parties.
- 1.3 The Chief Executive Officer may appoint an appropriately qualified expert to determine the dispute.
- 1.4 Such a dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the dispute.
- 1.5 If a notice is given under clause 1.4 of this Schedule, the Parties are to meet within 14 days of the notice in an attempt to resolve the dispute.
- 1.6 If the dispute is not resolved within a further 28 days, the dispute must be referred to the President of the NSW Law Society to appoint an Expert for Expert Determination.
- 1.7 The Expert Determination is binding on the Parties except in the case of fraud or misfeasance by the Expert.
- 1.8 Each Party must bear its own costs arising from or in connection with the appointment of the Expert and the Expert Determination.

### **2 Dispute Resolution – commercial matters**

- 2.1 This clause applies to a dispute under this Agreement which relates to a matter of a commercial nature.
- 2.2 Such a dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the dispute.
- 2.3 If a notice is given under clause 2.2 of this Schedule, the Parties are to meet within 14 days of the notice in an attempt to resolve the dispute.
- 2.4 The Parties must arbitrate the dispute in accordance with the rules and procedures of the Law Society of New South Wales published from time to time.
- 2.5 If the dispute is not resolved by arbitration within a further 28 days, or such longer period as may be necessary to allow any process which has been commenced to be completed, then the Parties may exercise their legal rights in relation to the dispute, including by the commencement of legal proceedings in a court of competent jurisdiction in New South Wales.

### **3 Dispute Resolution – other matters**

- 3.1 This clause applies to any dispute under this Agreement other than a dispute to which clause 1 or 2 of this Schedule applies.
- 3.2 Such a dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the dispute.
- 3.3 If a notice is given under clause 3.2 of this Schedule, the Parties are to meet within 14 days of the notice in an attempt to resolve the dispute.
- 3.4 If the dispute is not resolved within a further 28 days, the Parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of New South Wales published from time to time and must request the President of the Law Society, or the President's nominee, to select a mediator.
- 3.5 If the dispute is not resolved by mediation within a further 28 days, or such longer period as may be necessary to allow any mediation process which has been commenced to be completed, then the Parties may exercise their legal rights in relation to the dispute, including by the commencement of legal proceedings in a court of competent jurisdiction in New South Wales.



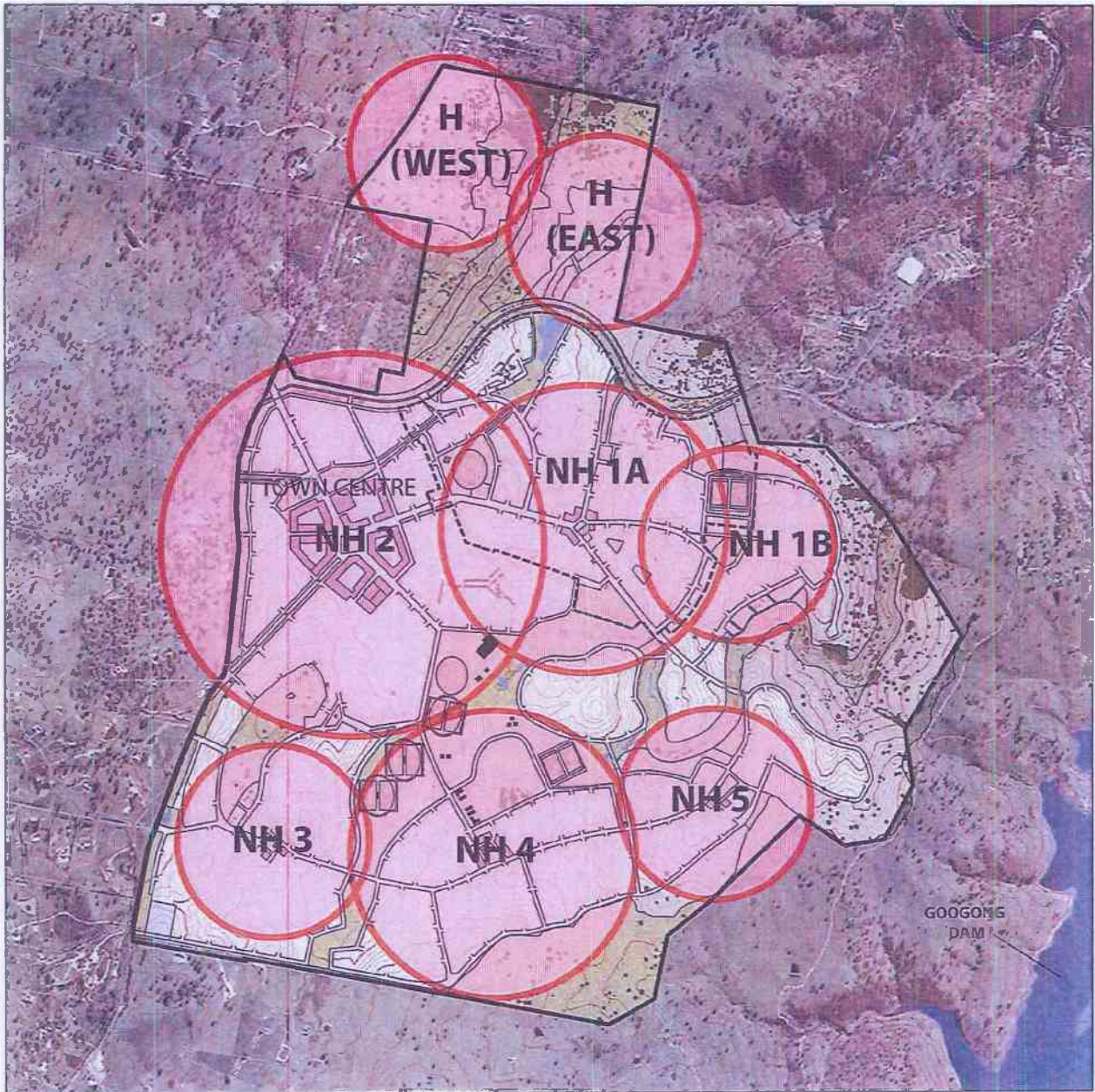
### Schedule 3 - Indicative Staging Plan

(Clause 1.1)

Indicative Staging Plan on following page.

# GOOGONG TOWNSHIP

## INDICATIVE STAGING PLAN



NOTE: INDICATIVE ONLY

LEGEND	
	INDICATIVE STAGING CODED AS FOLLOWS: NH (Neighbourhood 1A) H (Hamlet)
	NEIGHBOURHOOD 1A BOUNDARY
	SUBJECT LAND



- Staging of development shown on the plan is indicative only.
- Development could occur in more than one neighbourhood at any point in time.
- Staging may change to meet market demand.

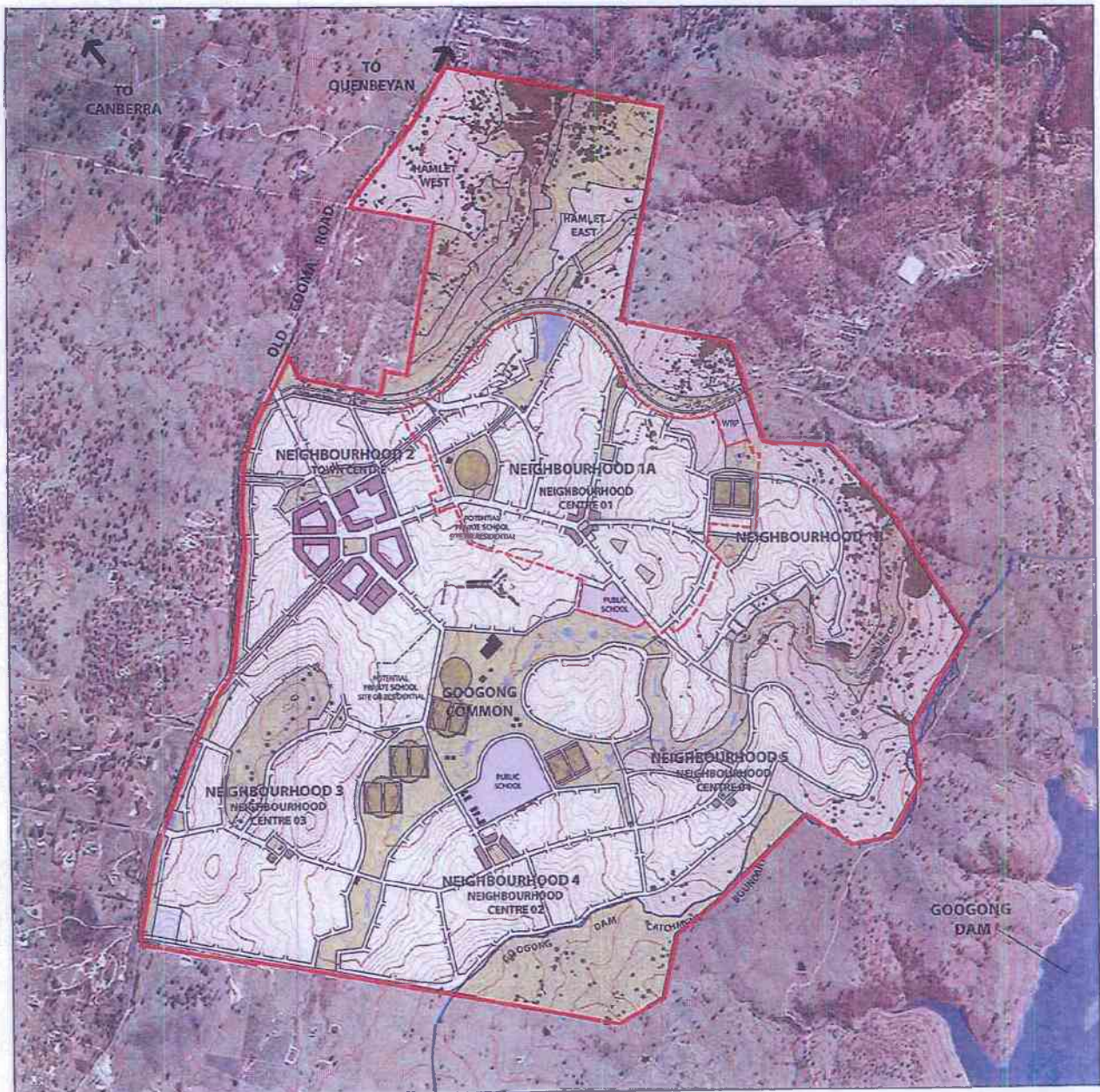
**Schedule 4 – Development**

(Clause 1.1)

Please see the following pages.



# GOOGONG TOWNSHIP

## MASTER PLAN



NOTE: INDICATIVE ONLY

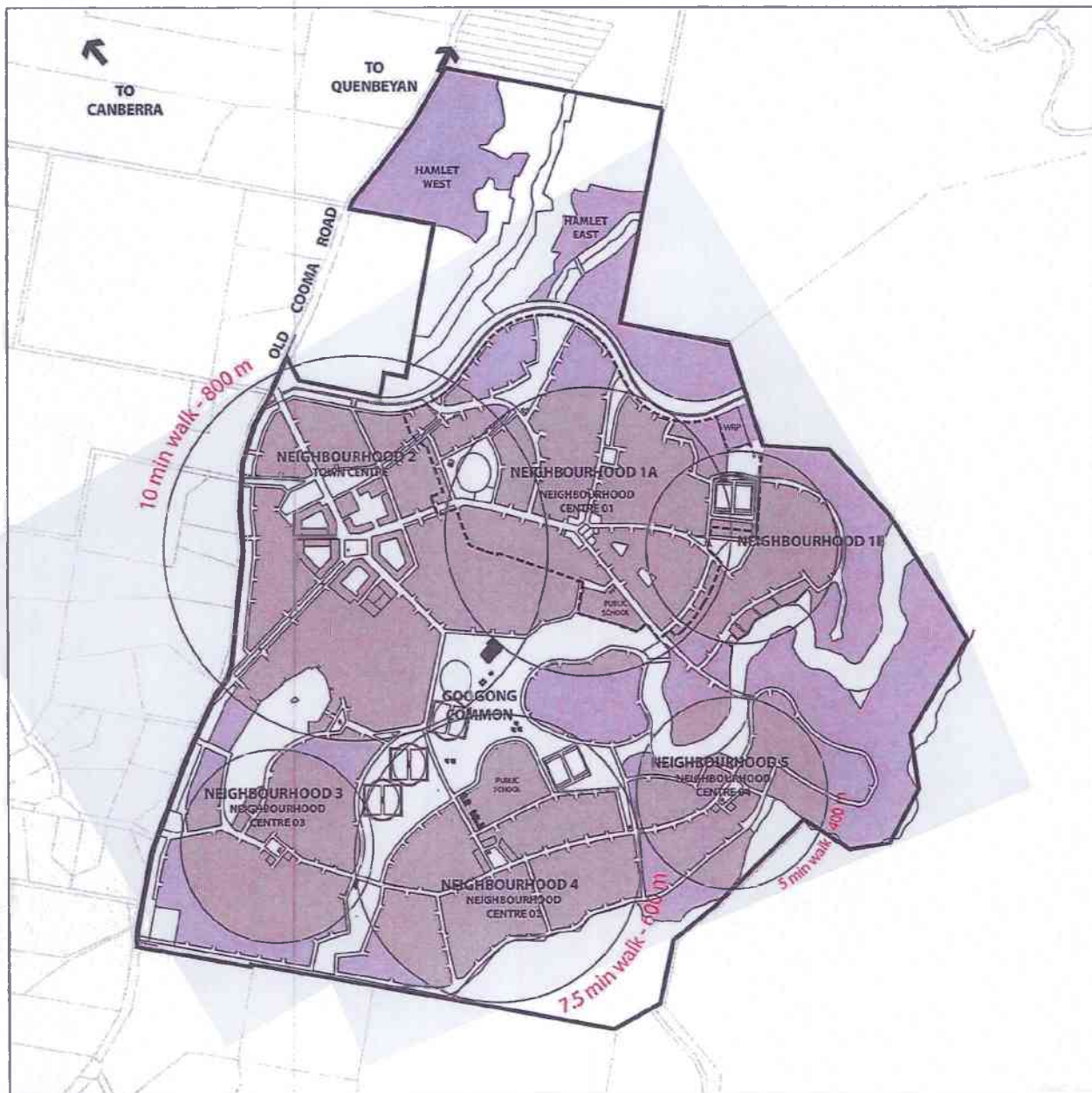
**LEGEND**

-  NEIGHBOURHOOD 1A BOUNDARY
-  SUBJECT LAND






# GOOGONG TOWNSHIP

## WALKABLE NEIGHBOURHOODS



NOTE: INDICATIVE ONLY

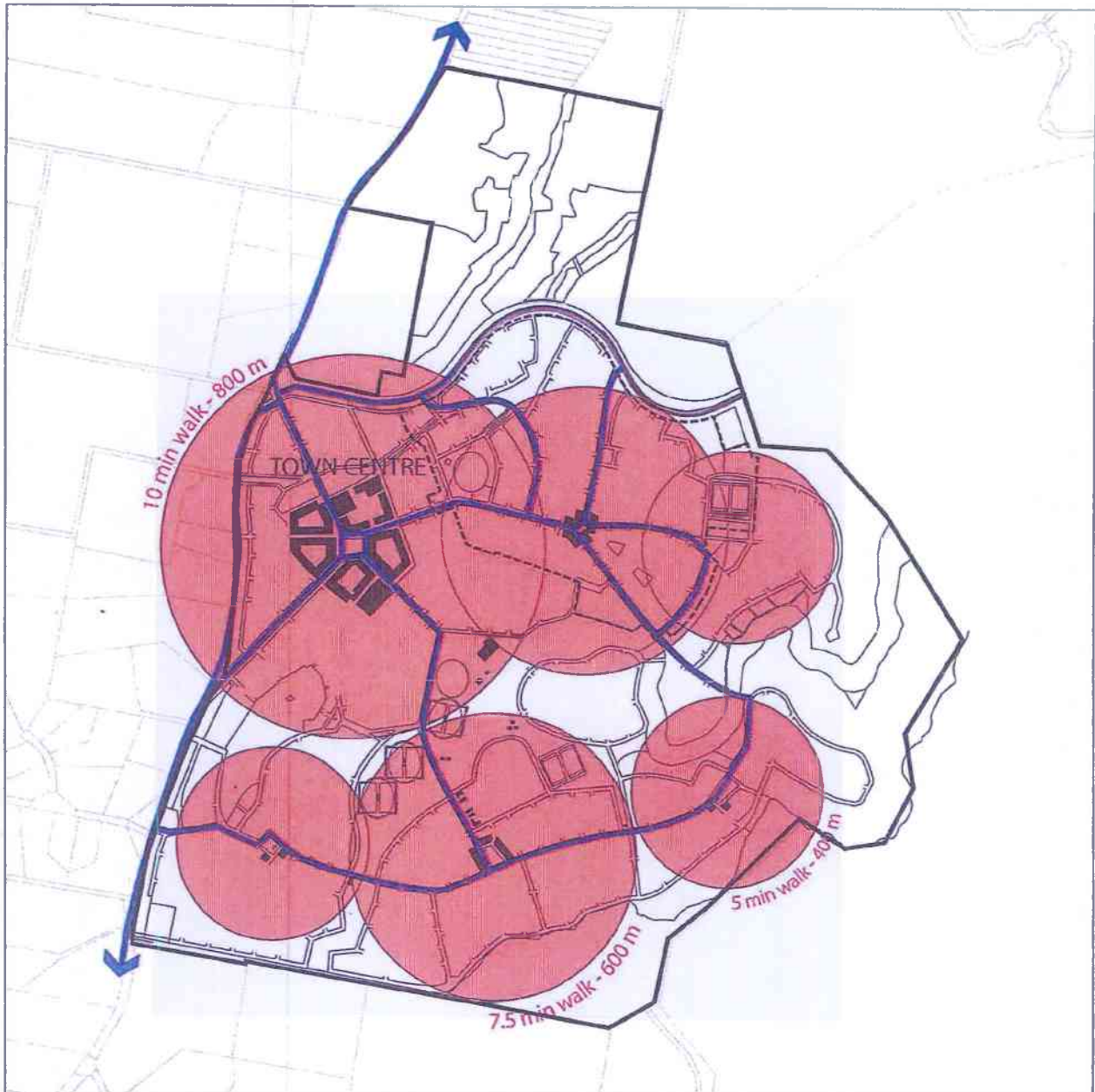
LEGEND	
	WALKABLE CATCHMENTS TO TOWN AND NEIGHBOURHOOD CENTRES
	NEIGHBOURHOOD 1A BOUNDARY
	SUBJECT LAND






- Googong is to be developed as five walkable neighbourhoods and two hamlets.
- Homes will generally be within a 10 minute walk of the town or neighbourhood centre.
- Connectivity within and between neighbourhoods is provided through safe and legible pedestrian paths, cycle ways and streets.
- Schools are located on a proposed bus route along and adjacent to cycle and pedestrian paths.
- Community facilities will be accessible from cycle and / or pedestrian paths.

# GOOGONG TOWNSHIP

## ACTIVITY CENTRES



NOTE: INDICATIVE ONLY

LEGEND	
	ACTIVITY CENTRES
	WALKABLE CATCHMENTS
	THOROUGHFARES
	NEIGHBOURHOOD 1A BOUNDARY
	SUBJECT LAND



- There will be two levels of activity centres in Googong; a town centre and four neighbourhood centres all to be readily assessable by public transport.
- The town centre precinct of approximately 16.5 hectares will form the civic, commercial and cultural heart of the new community.
- The town centre will allow for a range of retail, business, entertainment and community uses and higher density living.
- Subject to market demand, the Neighbourhood Centres in Neighbourhoods 1A, 3, 4 and 5 may provide for daily needs and include convenience retail, cafes and other uses at street level.
- Medium density dwellings such as attached and small lot housing will be clustered around neighbourhood centres and apartments and shop top dwellings are to be developed within the centres.

# GOOGONG TOWNSHIP

## OPEN SPACE



NOTE: INDICATIVE ONLY

LEGEND	
	OPEN SPACE LAND UNENCUMBERED
CODED AS FOLLOWS:	
NP (Neighbourhood Park)	
LP (Local Park)	
CS (Community Clubhouse)	
	OPEN SPACE LAND ENCUMBERED
CODED AS FOLLOWS:	
DC (Drain Catchment)	
DRA (Drainage Reserve A)	
EE (Electrical Easement)	
	SPORTFIELDS
S1 (Sportfield 1)	
	NEIGHBOURHOOD 1A BOUNDARY
	SUBJECT LAND

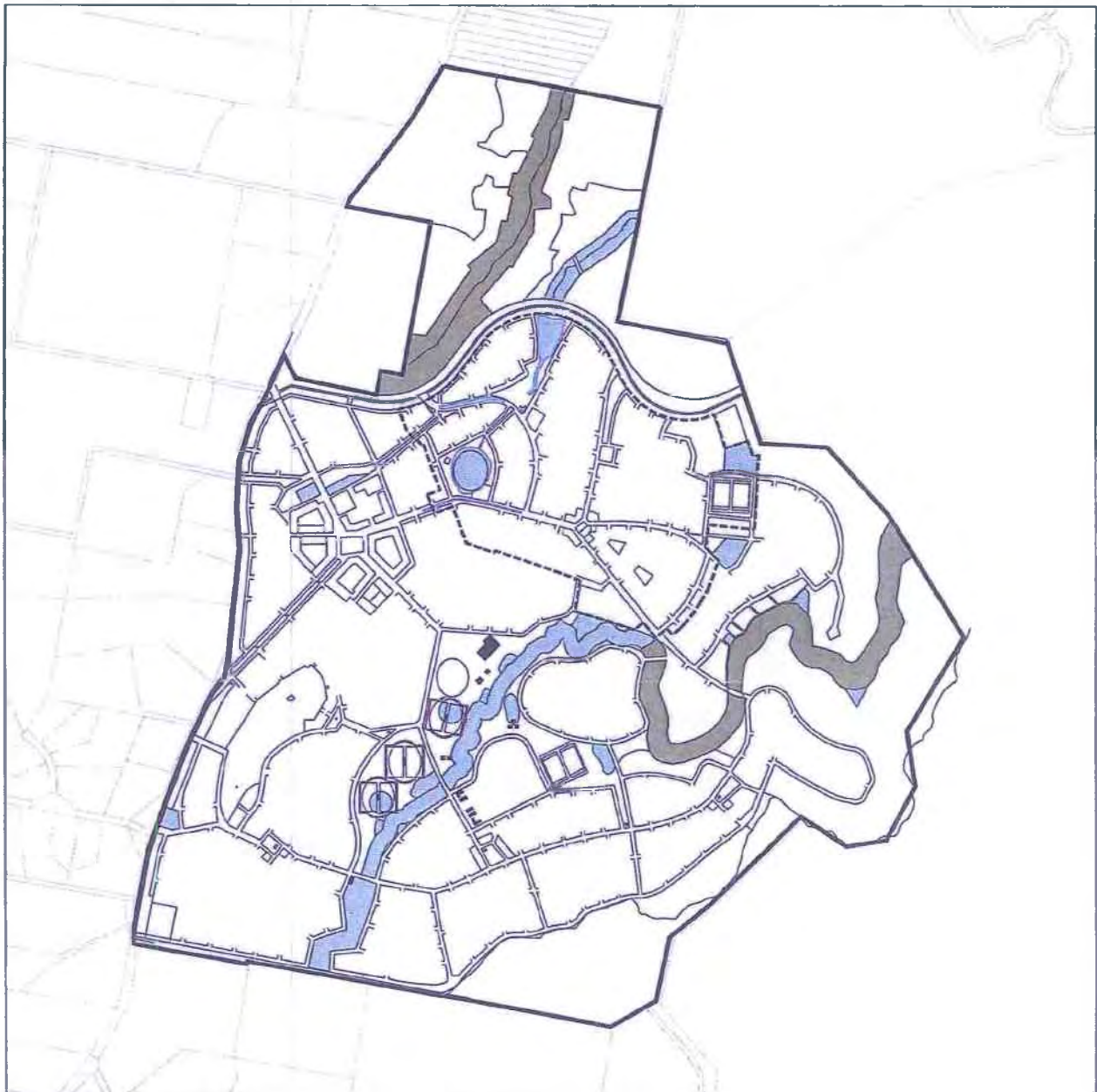


- Googong is structured around approximately 160 hectares of open space.
- Open space areas provide opportunities for both active and passive recreation and include landscaped parks with water bodies and grassed areas complemented by seating, shade structures, playgrounds and barbecues.
- Natural open space areas provide habitat for native flora and fauna species and function as bio filtration systems to manage water quality.
- Sportsfields and sports courts provide for a range of sporting activities.

Note: The width of the power easement is subject to the outcome of Country Energy's regional supply strategy and may vary between 10.0m - 45.0m





# GOOGONG TOWNSHIP

## STORMWATER STRATEGY PLAN



NOTE: INDICATIVE ONLY

**LEGEND**

-  STORMWATER MANAGEMENT AREAS (CONTAINS 1 IN 100 YEAR STORM EVENT)
-  E2 ENVIRONMENTAL CONSERVATION (DRAINAGE)
-  NEIGHBOURHOOD 1A BOUNDARY
-  SUBJECT LAND

**Notes:**

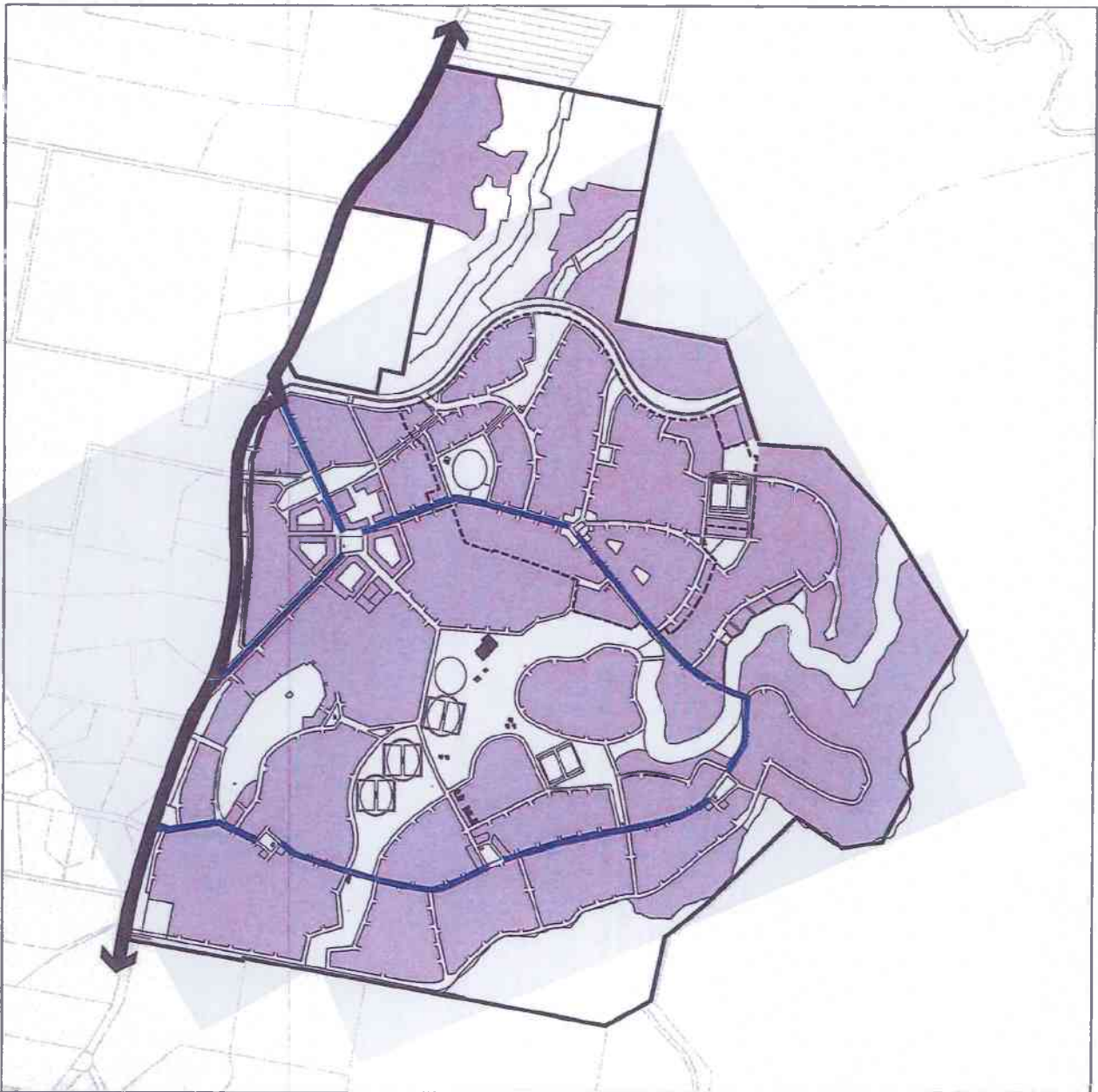
No residential land is located on 1 in 100 year flood prone land









# GOOGONG TOWNSHIP

## STREET NETWORK



NOTE: INDICATIVE ONLY

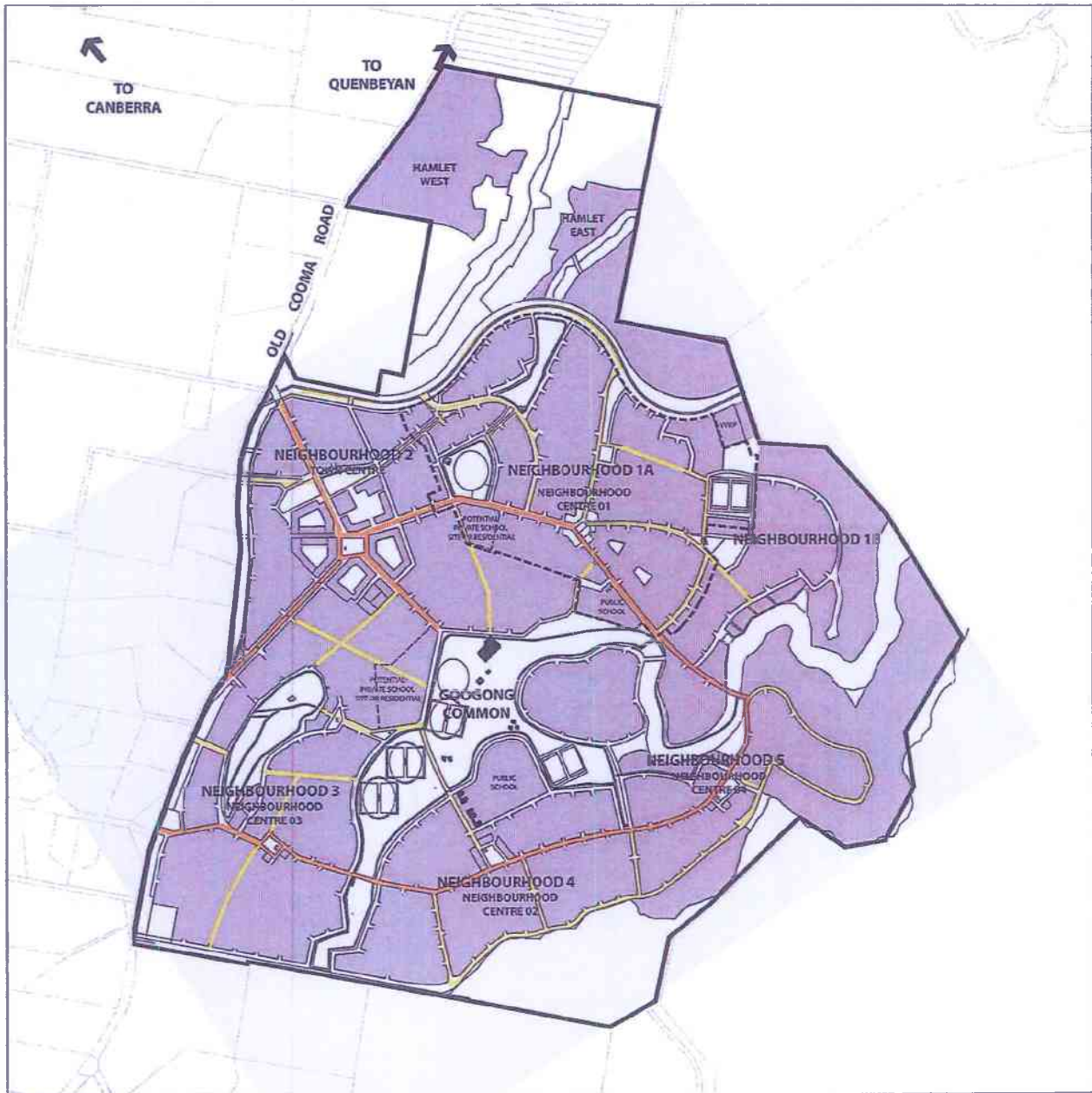
LEGEND	
	ARTERIAL
	AV 1
	NEIGHBOURHOOD 1A BOUNDARY
	SUBJECT LAND



- Access to Googong will be from Googong Dam Road and Old Cooma Road.
- Streets will vary in design from arterial roads to laneways to accommodate traffic volumes and character requirements .
- Main streets in the town centre and neighbourhood centres will be designed to create a visually distinct area where the emphasis is on pedestrian movement.
- Laneways will be used principally within the town centre and neighbourhood centre precincts to provide vehicular access to the rear of lots.

# GOOGONG TOWNSHIP

## BICYCLE & KEY PATHS



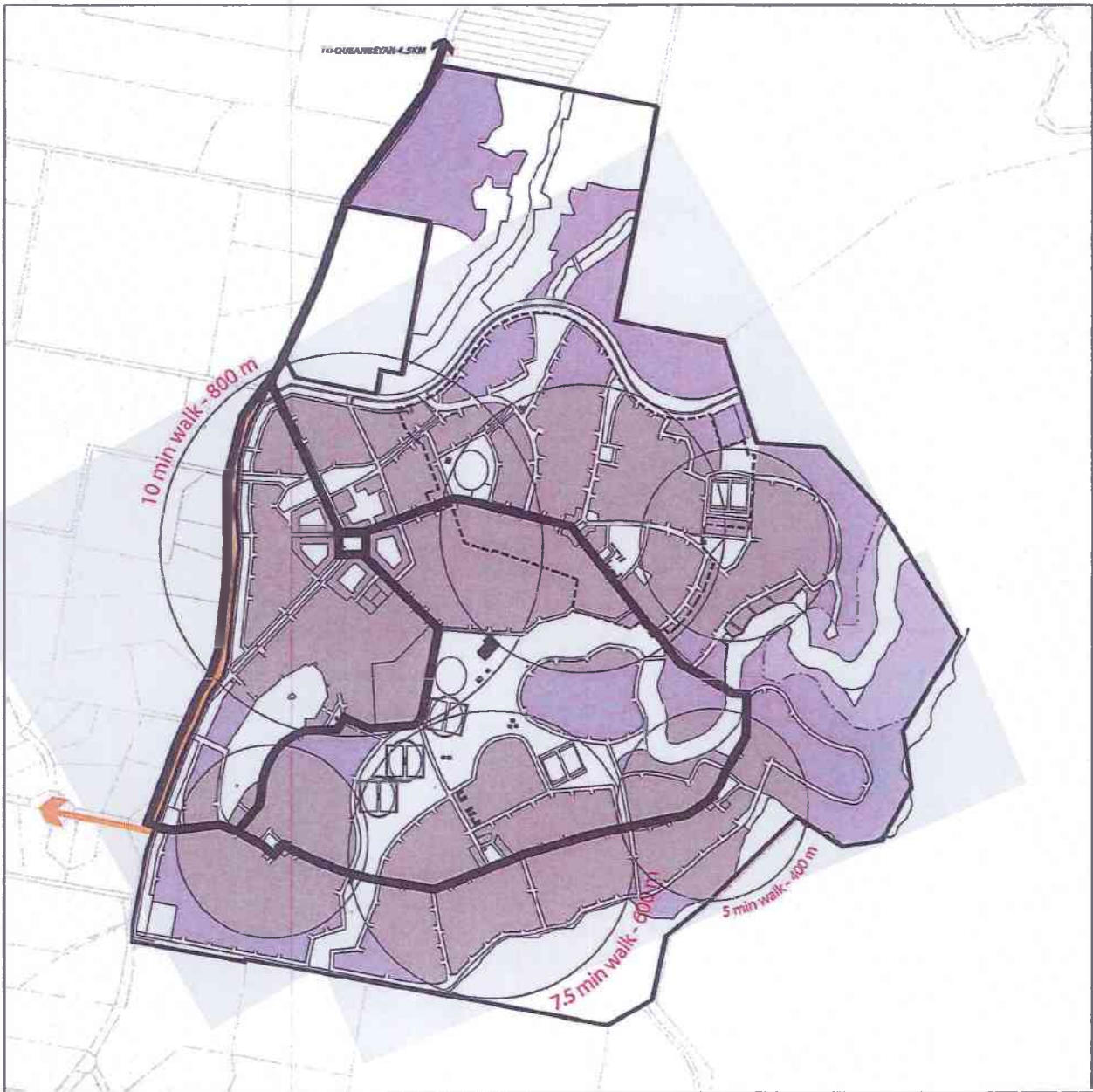
NOTE: INDICATIVE ONLY

LEGEND	
	DEDICATED ON ROAD BICYCLE LANE
	SHARE PATH (2.5m wide)
	KEY PATHS (2.0m wide) Note: Paths in street verge to one side only on amenity side of street.
	NEIGHBOURHOOD 1A BOUNDARY
	SUBJECT LAND

- A network of pedestrian and cycle paths in Googong will provide good access to key destinations such as the town centre, neighbourhood centres, parks and community facilities.
- A pedestrian and cycle network will allow for safe pedestrian, bicycle and vehicular movement throughout the township and connections to the established network.
- The pedestrian and cycle network includes a mix of pedestrian paths, designated cycle lanes, share paths in verges and through out open spaces.





# GOOGONG TOWNSHIP

## PUBLIC TRANSPORT NETWORK



NOTE: INDICATIVE ONLY, SUBJECT TO DETAILED DESIGN AND FINAL SURVEY

**LEGEND**

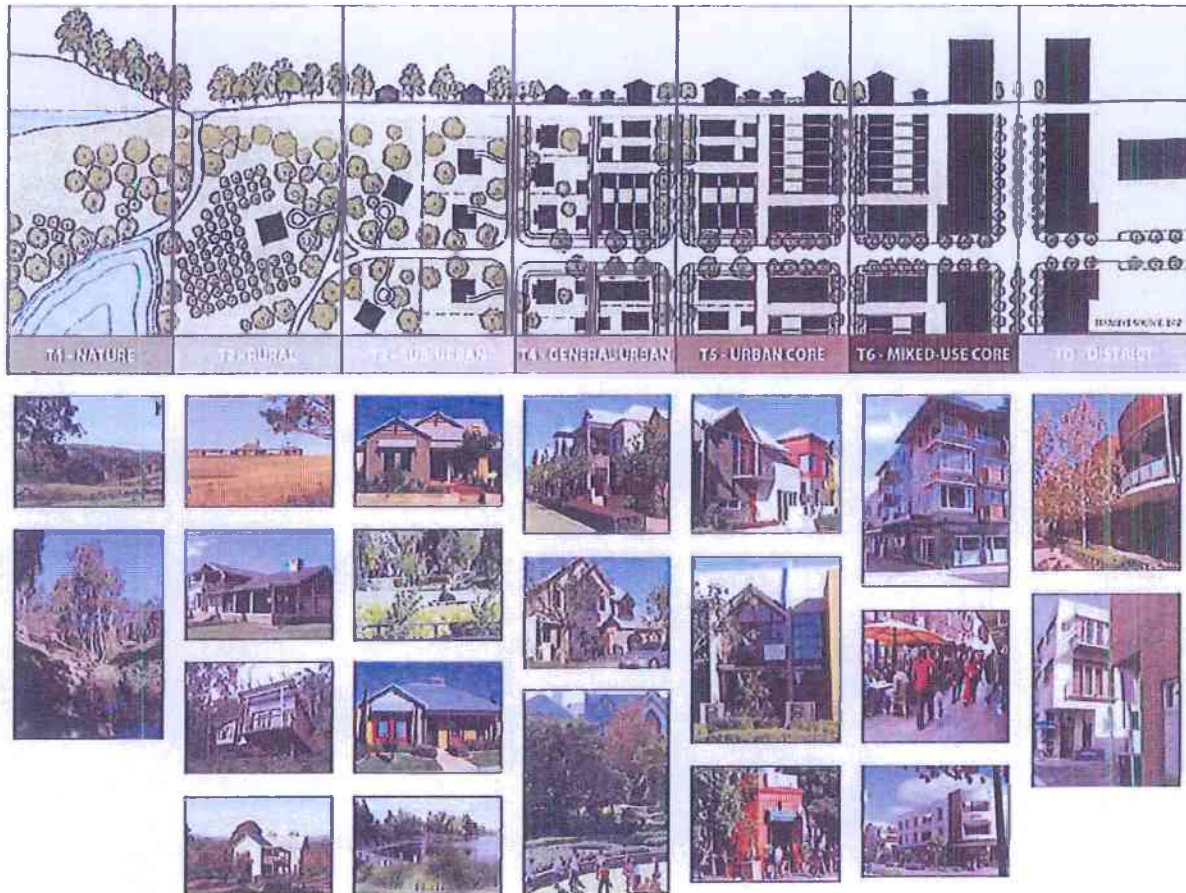
- 
**PROPOSED LONG TERM PUBLIC TRANSPORT ROUTE**  
Note: Route is to be developed over time as the population increases. Some interim connections and alternative routes may be required that are not shown on this plan.
- 
**EXISTING SCHOOL BUS ROUTE**  
Servicing Fernleigh Park Rural Estate
- 
**NEIGHBOURHOOD 1A BOUNDARY**
- 
**SUBJECT LAND**



- The street network provides for highly accessible bus routes with stops in the town centre, neighbourhood centre, and near schools and community facilities.
- Bus stops within a five minute walk of the majority of residents.

# GOOGONG TOWNSHIP

## THE TRANSECT ZONES



NOTE: IMAGES ARE INDICATIVE ONLY.

### THE TRANSECT

The Transect is a cross section through a sequence of characters zones.

The Transect for Googong describes the range of characters from the natural edges of Googong to the highly urban character at the heart of the town centre. This sequence of characters is the basis for organising the components of the built elements of Googong: building, lot, land use, street, and parklands etc.

Each character, or transect zone, is comprised of elements that reflect its location within the neighbourhood.

The low density edge of a neighbourhood (the Sub-Urban Transect Zone) typically has large residential homes, lawns and naturalistic planting which responds to the surrounding landscape.

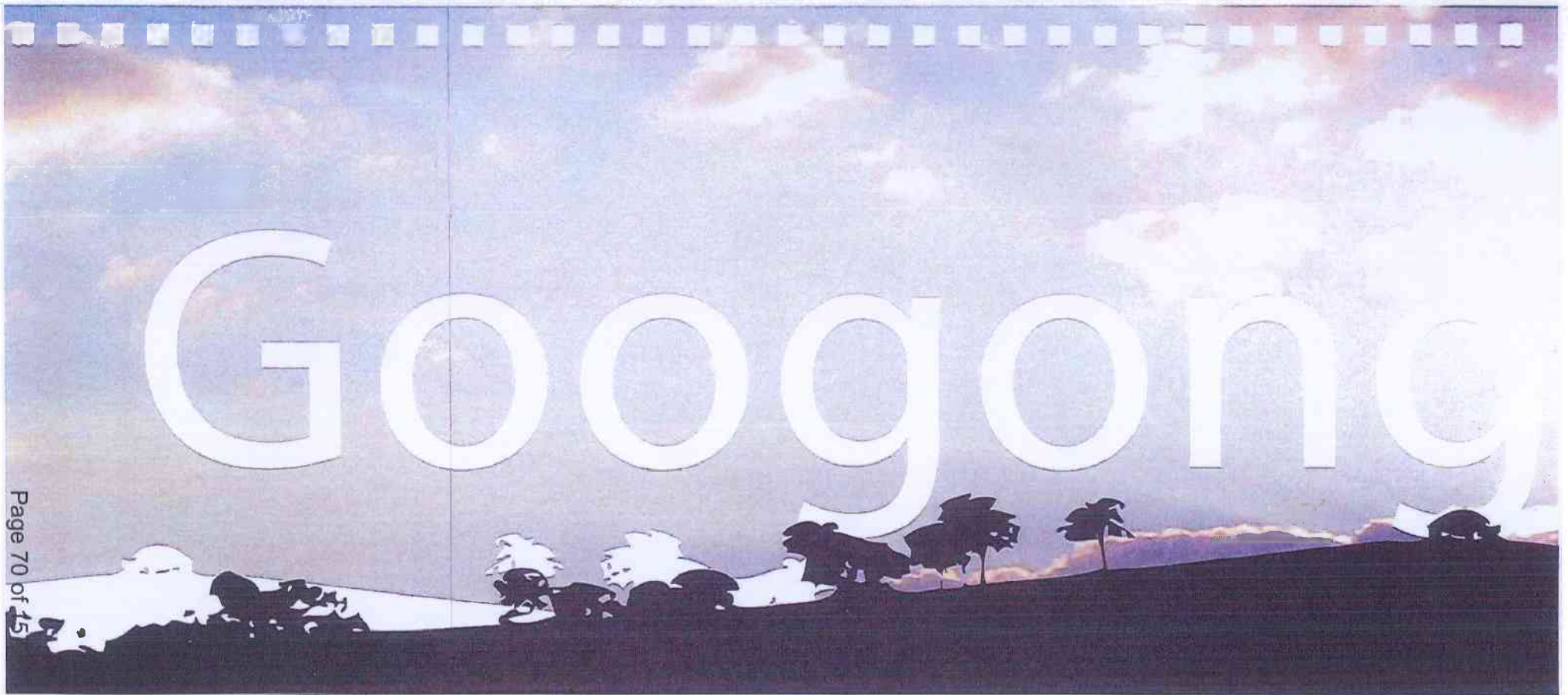
This gradually transitions to the busier neighbourhood centre (the Urban Core Transect Zone). Here buildings are closer to the street and there are some attached residential dwellings, shop top housing as well as neighbourhood level retail, commercial and community activities.

The most active and urban part of Googong will be the Town Centre (the Mixed-Use Transect Zone). Buildings in the town centre will be larger and be predominantly mixed use. As the civic, commercial and cultural heart of the new community it will be used both day and night. There will also be residential apartments in the town centre to support this activity.

**Schedule 5- - Landscape and Open Space Strategy**

(Clause 1.1)

Landscape and Open Space Strategy on the following page.



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## Landscape and Open Space Strategy

23 March 2011

**AECOM**

Project Googong Township  
 Project No. 08502904.02  
 Report Title Summarised Landscape and Open Space Strategy  
 Revision C  
 Author(s) PS/MB  
 Approved by JR  
 Date 23 March 2011  
 File Location P:\0850 PROJECTS\08502904.00 Googong\2904.02 Landscape & Open Space Report\E Technical Data & Files\E6 EDAW Reports & Presentations\E6a Indesign & PDF copies

Distribution:

Mark Attwill	CIC Australia
Matthew Frawley	CIC Australia
Karina Sunk	Roberts Day
Fiona Van Der Hoeven	Elton Consulting

Revision History

Revision	Revision Date	Approved	Issue Reason
A	10 July 2009	JR	Issue to Queanbeyan City Council
B	19 August 2010	JR	Issue to Queanbeyan City Council
C	23 March 2011	JR	Issue to CIC



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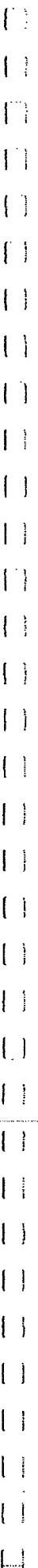
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### DISCLAIMER

This document represents a conceptual and strategic approach to Googong's landscape and open space. It may be subject to change due to negotiations with Queanbeyan City Council regarding the Voluntary Planning Agreement, site and detailed design considerations and other physical or commercial issues.





# Vision

## LANDSCAPE VISION STATEMENT

To create a high quality, sustainable landscape with a distinctive character & diverse range of open space areas and facilities for the enjoyment and well being of Googong Township's residents.

The landscape and open space vision for Googong Township is predicated on a fundamental understanding of the site opportunities and constraints. The vision reflects the following:

- » creation of a sense of place;
- » capturing the 'essence' of the Monaro by preserving unique natural features while establishing a distinctive landscape character and identity for the township;
- » creation of special places to meet, relax, play, recreate and learn about heritage and ecological processes;
- » promotion of an active lifestyle;
- » formation of attractive, legible, safe and functional streetscapes and cycleways and pedestrian pathways that reduce car dependency;
- » foster environmental stewardship by re-establishing lost indigenous ecologies and celebrating histories and heritage;
- » integration of Water Sensitive Urban Design (WSUD) into the landscape and streetscape;
- » utilisation of water harvesting and passive irrigation to irrigate key landscape and open space areas,



# Design Principles

## KEY PRINCIPLES AND OBJECTIVES

### Liveability and Community

- » Provide safe functional linkages along streets and in open spaces between places of activity.
- » Ensure strong visual connection and way-finding between key facilities and the neighbourhood centres and town centre.
- » Create a comfortable, enjoyable and sustainable environment for all residents.
- » Create places for people to meet and engage in the Googong Township Community at both active (formal) and passive (informal) levels.
- » Utilise and accommodate the CIC designed Community Scheme as the means by which the new community manages, maintains and facilitates community engagement.
- » Ensure appropriate quantity and distribution (access) to services and facilities.
- » Build upon the Community Clubhouse (Club Googong) concept developed by CIC as the key centres of community engagement.

- » Provide a range of landscape experiences that reveal the existing (and lost) ecologies from the Googong Township site.
- » Engage and consult a varied group of participants and interest groups in the creation of the new Googong community.
- » Show respect and develop strategies for celebration of both indigenous and non-indigenous heritage.
- » Create a sense of ownership over the public domain and encourage passive surveillance creating community guardianship.
- » Provide non-vehicular connection points to local and regional recreation destinations.

### Environmental Sensibility

- » Create linkages between open spaces, streetscape and the surrounding area by establishing an extensive street tree planting strategy.
- » Ensure effective connection, both ecological and visual, to Montgomery Creek corridor and water pathways across the site.
- » Be sensitive to a broad range of site specific environmental issues.
- » Respond to site solar and climatic conditions to create environments that provide an increased thermal comfort.
- » Take advantage of key and minor views to provide a sense of orientation and identity for the site.
- » Retain existing established mature trees where possible.
- » Re-establishment endemic communities where possible.
- » Integrate and celebrate stormwater and environmental strategies.

### Climate Adaptation and Water

- » Minimise impacts on the natural water cycle and protect the health of aquatic ecosystems through WSUD.
- » Integrate planning of the urban water streams, namely stormwater, water supply, sewerage management and groundwater, to deliver sustainable water cycle solutions.
- » Identify opportunities for irrigation through the Integrated Water Cycle Management Plan (IWCMMP)
- » Use WSUD to integrate recycled water into the planning and design of buildings and landscapes.
- » Identify unique hydraulic systems in Montgomery Creek and where possible reinstate them to pre-European conditions.



### Access and Safety

- » Provide easily accessible and safe open space networks.
- » Provide a sense of arrival at key entry points.
- » Create a sense of ownership over public domain and encourage passive surveillance to create community guardianship.
- » Establish movement corridors (pedestrian and cycle) through open space networks.
- » Sitewide distribution of open spaces to ensure equitable access by all members of the community.
- » Incorporate Crime Prevention Through Environmental Design (CPTED) principles within designs.
- » Ensure accessibility to open space and ecological corridors for emergency service vehicles.

### Recreation and Sports

- » Provide appropriately located and adequately sized open spaces and facilities that support a range of both active and passive uses.
- » Provide facilities that encourage activity, comfort and safety across generational requirements.
- » Meet requirements identified in the Googong Township Community Plan.
- » Provide spaces for multi-functional adaptable usage.
- » Complement other Googong objectives, in particular water management and passive recreational activities.

### Sustainability and Materiality

- » Enhance the sustainability of the development by optimising water usage, contributing to biodiversity and the reinstatement of threatened communities.
- » Provide for water re-use in open space areas, both passive and active.
- » Retain existing and established mature trees where possible.
- » Establish ecological connectivity through Montgomery Creek, terrestrial habitat and wildlife corridors.
- » Ensure quality, maintainability and durability of the open space assets.
- » Where possible use locally sourced materials and vegetations.
- » Salvage, stockpile, sort, process and reuse site-sourced materials (primarily rock and soil) for landscape works.

### Character and Identity

- » The landscape character identified from existing site conditions shall be capitalised upon and celebrated.
- » Create distinct but cohesive landscape character zones which respond to the environmental conditions of the site (e.g. wind, solar, aspect, soils) and the urban transect.
- » Explore a newly defined aesthetic that responds pragmatically to the sites climate.
- » Streetscape character is to reflect street hierarchy, the urban transect and strategic connections/routes/entries/destinations.
- » Existing site features of note are to be identified and integrated into open spaces and streetscapes where possible.



## Site Analysis

# Site Analysis

### TOPOGRAPHY

The topography of the site primarily consists of a gentle undulating plateau of ~750 m which is dissected by minor creek lines and bordered to the east by the entrenched Queanbeyan River (~100 m below). The drainage lines of this plateau have been levelled by a valley wide blanket of sediment dating from the high erosion rates of the last glacial maximum. The drainage lines seen today have developed on top of this depositional area leading to the formation characteristic of chain of ponds fluvial systems.

Major landscape features include Hill 800 and the marked increase in ruggedness of the terrain as the stream lines pass through the Googong adamellite to the north east of the site. Maximum slopes in this area are in the order of ~25%, with slopes greater than 18% common (Mitchell 2007).

These areas of high slope (>18 %) and the levelled valley bottoms of the plateau have been identified as limits to development due to issues such as bushfire hazard and protection of hydrological integrity of the fluvial system.

Mitchell, P.S. (2007) Geological and Geomorphic Impressions of Googong Township. Groundtruth Consulting.

### FUTURE APPROACH

- » Residential development limited to the base of Hill 800.
- » Bushfire hazard slopes to be identified and managed.



View northeast from Hill 800.

AECOM Design + Planning



Figure 1: Topography  
The relief of Googong ranges from ~570 m at the bottom of Montgomery Creek up to ~810 m at Hill 800

### SOILS

The soil landscapes of Googong are generally thin with low chemical fertility and a high proportion of small rock. Deeper soils are found in depositional areas (accumulated in the last glacial period) relatively high in the catchment and show structural weakness when wet. Soils are generally magnesian (high in magnesium), low in calcium with moderate sodicity in subsoil clays.

### FUTURE APPROACH

The management of soils on the site with regard to planting in open space areas requires the following general points to be considered:

- » Soils are generally thin with a high proportion of small rock which, in some parts will require shallow excavation, ripping of underlying material and importation of ameliorated site soil or imported soil to achieve good root depths and tree growth.
- » General chemical amelioration for site soils will involve the addition of gypsum and provision of trace elements.
- » All soils will benefit considerably from additional organic matter both in the form of composts as well as litter layers in the form of 'mixed material' mulches.
- » De-stocking followed by periodic slashing of grass growth will assist in the improvement of structure, fertility and biological activity of soils.
- » Natural rainfall is perhaps the most limiting factor for plant growth over and above soil constraints (which can be addressed). The use of reclaimed water from sources such as stormwater harvesting and greywater recycling will supplement natural rainfall.

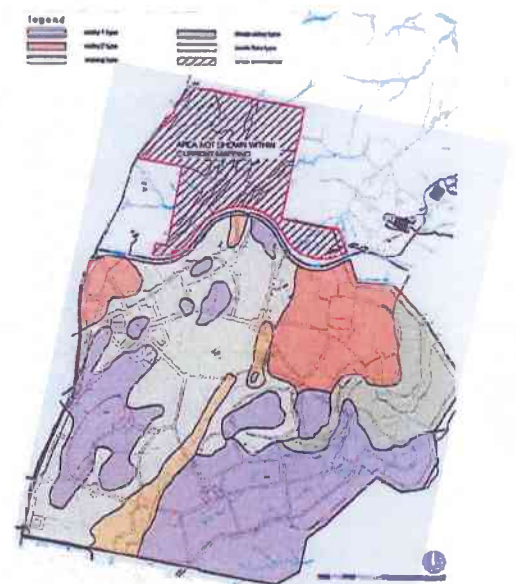


Figure 2: Preliminary Site Soil Mapping  
(source: Sydney Environmental Soil Laboratory, 2007)

CLIMATE

Googong is located to the southeast of Canberra approximately 4 km south of Queanbeyan.

The climatic conditions of Googong are considerably influenced by the surrounding terrain - namely the rainshadow effect covering the eastern side of the highest part of the southeastern highlands and created by the interaction of the Snowy Mountains and Kybean Range. This rainshadow is typified (in this region) by the occurrence of lands up to 1000 m that receive less than 600 mm of annual rainfall - indicating semi-arid conditions with alpine elevations.

The average annual rainfall for Queanbeyan is ~570 mm/yr, which is relatively consistent across the year as 5 to 6 raindays per month, however a shortfall of water in summer is likely.

FUTURE APPROACH

- » Identify distribution of water across the development through the Integrated Water Cycle Management Plan (IWCMP).
- » Identify key areas for irrigation such as entry gateways and sports pitches.
- » Specify plant species suitable for climatic conditions.
- » Create microclimates for the enjoyment of residents.



Figure 3: Climatic Summary  
Primary wind direction and frequently frost affected areas are indicated in Figure 3. Note that the entire region is subject to periodic frosts, yet these are expected to be most frequent along drainage lines where cold air collects. The region experiences an average of 99 days of frost per year. Low humidity in December (36%) and June (60%).

DRAINAGE

The site is defined by two main catchments which direct waters to the Queanbeyan River through Montgomery Creek and an unnamed tributary of the Queanbeyan River. There are additional catchments which drain to the Googong Dam, Jerrabomberra Creek, and other tributaries of the Queanbeyan River to the north of the site.

Montgomery Creek is the major watercourse on the site and flows through a broad floodplain from the southern boundary to a clearly defined waterway in the north eastern corner of the site and from there into the Queanbeyan River. The catchment within the site totals approximately 459 ha, within the broader Montgomery Creek catchment of 804 ha.

An unnamed tributary of the Queanbeyan River drains the north western part of the site (Neighbourhood 1 and 2), an area of 161 ha. The catchment forms a natural amphitheatre and directs flows to an online dam located on the southern side of Googong Dam Road. This watercourse combines with flows from a second small catchment at the northern boundary of the site, upstream of the Queanbeyan River.

FUTURE APPROACH

It is proposed to restore and enhance part of the upper reaches of Montgomery Creek utilising Natural Temperate Grassland communities as the vegetation pallet. The variety of wetting and drying regimes in combination with the structural function of the chain of ponds system will enable the establishment of a greater diversity of vegetation, the integration of ecological productivity and resilience through incorporation of the increased runoff delivered from the progressive urbanisation of the catchment. This system presumes the use of flood detention to attenuate erosive flows but accommodates extra duration volumes.

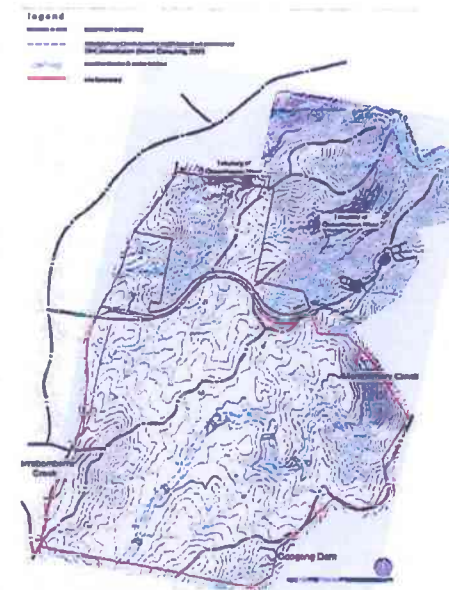


Figure 4: Drainage / Catchments  
The main catchments direct waters to the Queanbeyan River through Montgomery Creek and an unnamed tributary of the Queanbeyan River. There are additional catchments which drain to the Googong Dam, Jerrabomberra Creek, and other tributaries of the Queanbeyan River to the north of the site

# Open Space Hierarchy

## OPEN SPACE STRUCTURE

The strategy for the Googong open spaces and streetscapes shown in Figure 5 illustrates major components - open space distribution and key linkages.

Within the landscape structure plan a number of key open spaces and ecological zones are preserved. The most significant being Googong Common sited around Montgomery Creek.

Likewise a critical component of the structure plan is Googong Avenue, the main connector street that serves to link all neighbourhood centres into one grand avenue.

A hierarchy of open space has been established within Googong to support the development and assist the establishment of a vibrant community.

The open spaces are structured and distributed to provide the right function within a reasonable distance for all residents.

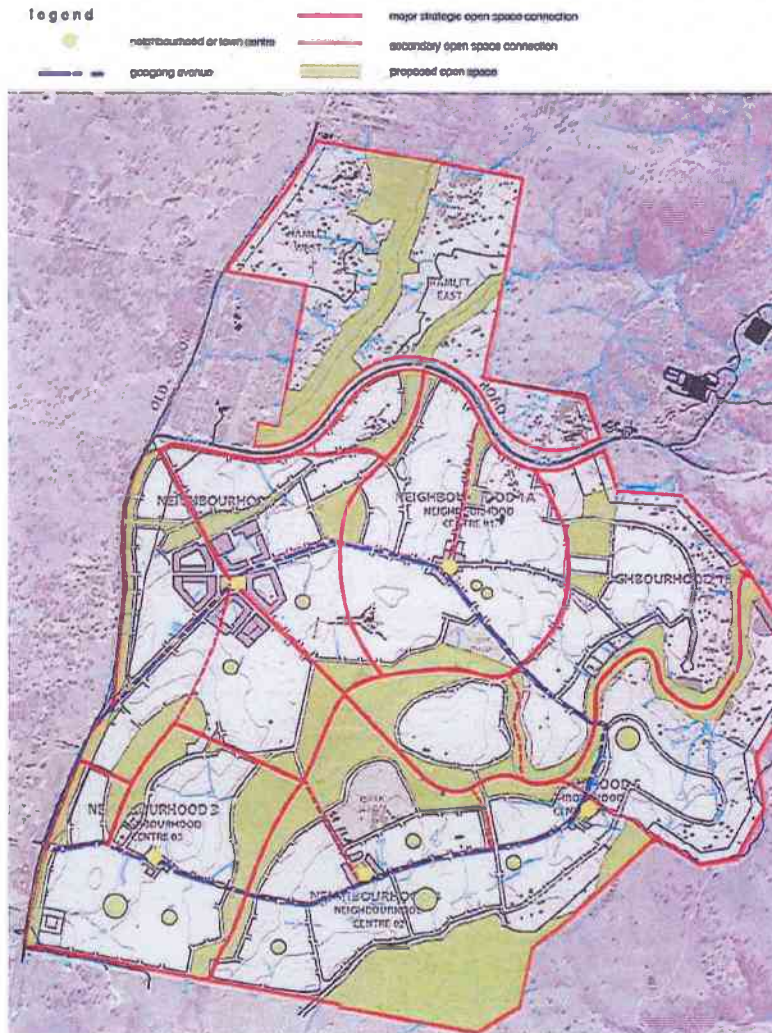


Figure 5: Googong Open Space Structure Plan  
(base map source: Roberts Day, 2009)

## CIRCULATION

There are six onsite components that work in concert to establish a well connected cycle and pedestrian network at Googong Township (refer Figure 7). These are:

- » standard pedestrian paths;
- » dedicated cycle lanes on key streets;
- » key paths in verges for both pedestrians and cyclists;
- » share paths in open space for both pedestrians and cyclists;

Opportunities exist to integrate internal circulation with existing external networks, especially those walking trails associated with the Googong Dam. These are shown in Figure 6.

## OBJECTIVES

- » Create a safe pedestrian and bicycle network to:
  - promote active transport and a healthy community;
  - provide a network of connected pathways to promote walking, bicycle use and safety. Network to connect to site features and broader destinations and networks;
  - encourage 'street life' through provision of meeting points in parks readily accessible through the pedestrian network;
  - provide equal access for all both in the public domain and access to private lots, and
  - provide a variety of path types to access and connect varying landscape types.

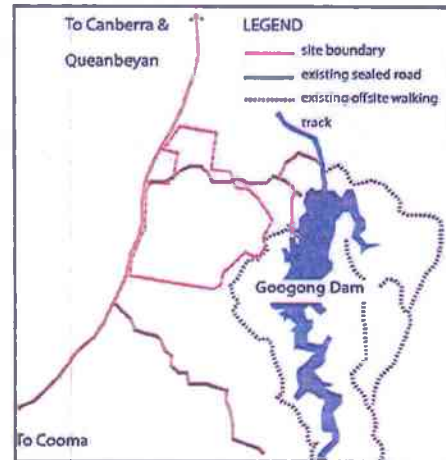


Figure 6: Regional Offsite Circulation  
source: www.directory.act.gov.au/

## PRINCIPLES

- » Locate pathways where possible and practical to enhance connectivity to parks and other destinations and to minimise street crossings.
- » Footpaths are to comply with AS1428.1 (2001) and AS1428.2-5 (1998) and are to be continuous with smooth transitions in level. Pram ramps are to grade down to carriageway level.

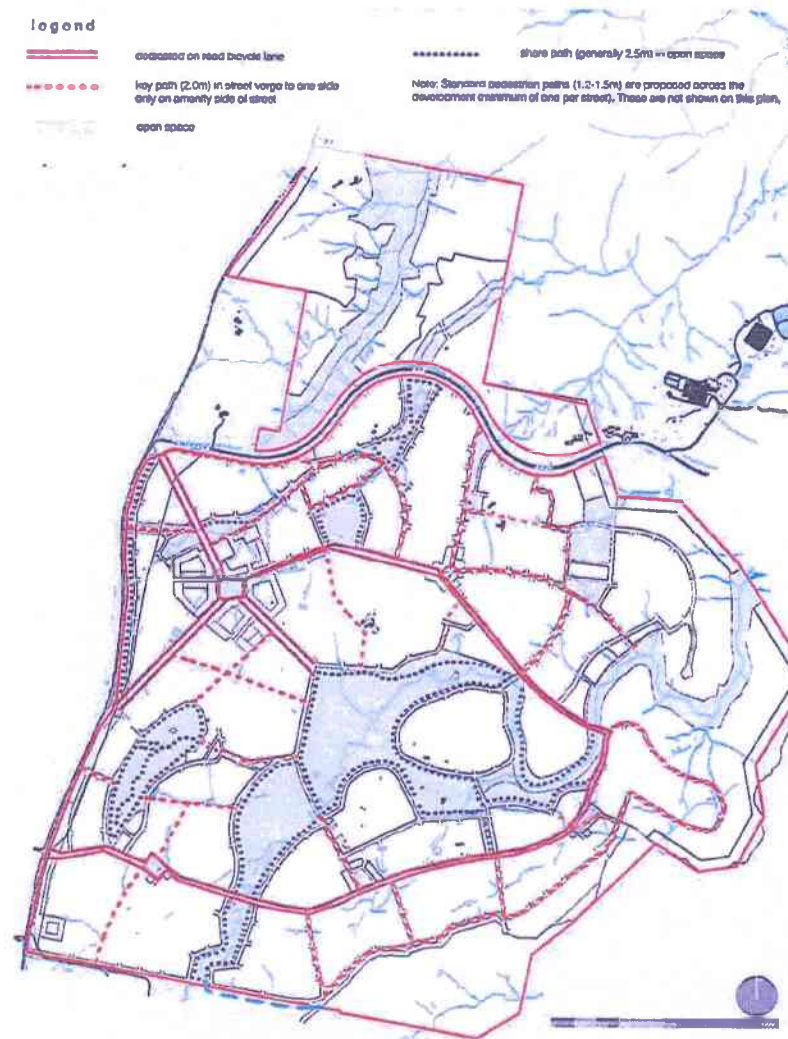


Figure 7: Non-Vehicular Circulation  
Note: locations are indicative only and subject to further review and detail design at Neighbourhood DA stage.



# Open Space Hierarchy

## OPEN SPACE TYPOLOGY

The open space system contains a number of elements (typologies) which will cater for Googong's residents and visitors. These are arranged in hierarchy from Googong Common through to linear parks and drainage reserves.

### OBJECTIVES

- » Spatially arrange open space to meet demand and establish a hierarchy to inform use, distribution and planning of all open space.
- » Establish open spaces that are an interconnected network of elements, such as parks, local parks, squares and streets, rather than a series of unrelated, disconnected spaces.
- » Provide a mix of both active and passive and formal and informal recreation/play opportunities across the spectrum of age groups.
- » Enhance and create a culturally significant natural setting by integrating open spaces with the Neighbourhood Centres and Town Centre.

The following elements constitute the open space components:

- » 1. Googong Common, Upper Montgomery Creek Corridor (RE1 Public Recreation) and Hill 800
- » 2. Sports Facilities
- » 3. Town Centre / Neighbourhood Centres
- » 4. Neighbourhood Parks x 5
- » 5. Local Parks x 13
- » 6. Linear Parks and Drainage Reserves
- » 7. Entry Gateways x 6
- » 8. E2 Environmental Conservation (Drainage)
  - Lower Montgomery Creek
  - Hamlets Tributaries
- » 9. Dam Foreshore Protection Reserve
  - Old Cooma Road
  - Googong Dam Road
- » 10. Road Buffer Corridors
  - Old Cooma Road
  - Googong Dam Road

The precise location and distribution of the above elements will evolve over time as the township develops.

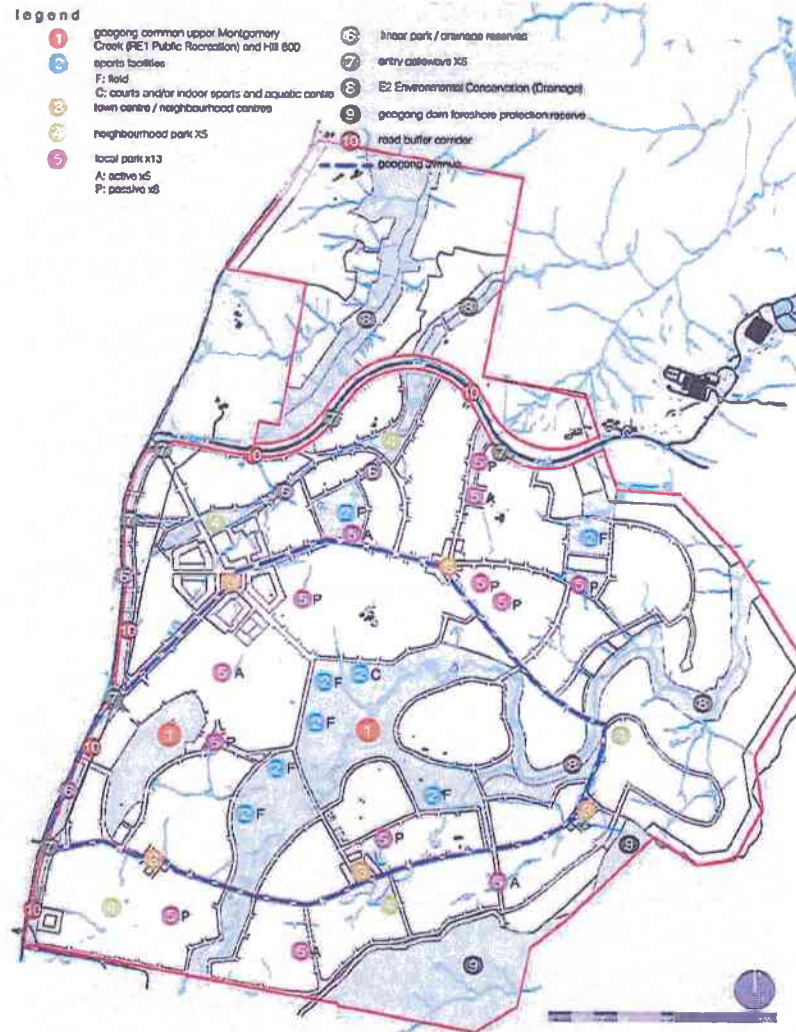


Figure 8: Open Space Typology & Distribution  
 Note: locations are indicative only and subject to further review and detail design at Neighbourhood DA stage.



# Open Space Hierarchy

## Upper Montgomery Creek Corridor (RE1 Public Recreation Zone)

The main waterway on the site (Montgomery Creek) can be considered in three distinct sections. These have been defined by the existing topographic and geomorphic conditions. The interventions for public recreation, drainage, environmental conservation and for proposed landscape character are distinct for these three zones:

- » the broad upland floodplain with chain of ponds (RE1 Public Recreation Zone)
- » a transitional zone (the upper section of the E2 Environmental Conservation Zone)
- » defined channel section with granite bed (the remainder of the E2 Environmental Conservation Zone)

For all of these zones, management of urban stormwater, through detention of peak flows and water quality improvement, would occur outside the creek corridor and typically beyond the existing major flood extent (1 in 100 year average recurrence interval flood extent).

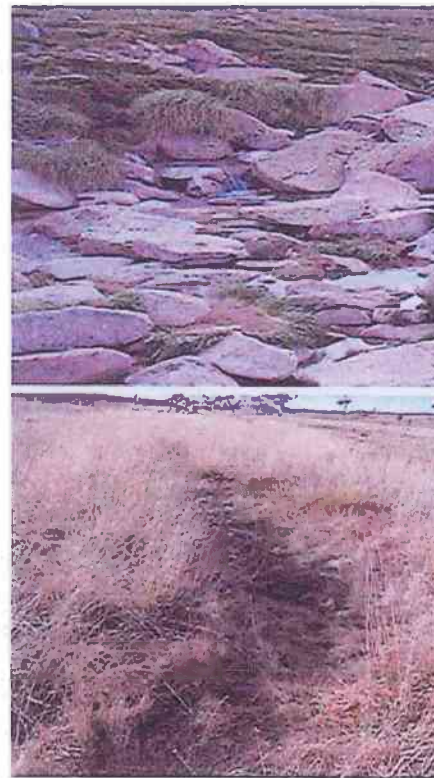
### BROAD UPLAND FLOODPLAIN WITH CHAIN OF PONDS

There are relic chain of pond formations observed on the site.

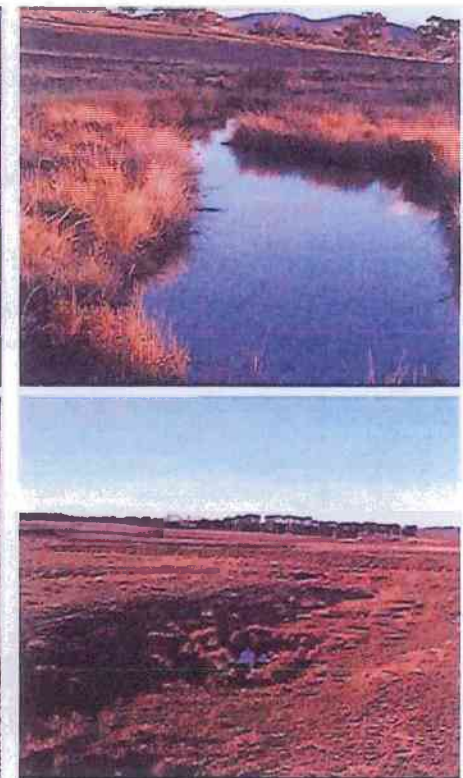
It is proposed to restore and enhance the remnant chain of ponds system within the broad upland floodplain. Wetland and ephemeral wetland species will be selected for revegetation of the chain of ponds and low flow channel. Natural Temperate Grassland communities will be re-established through the broader floodplain. Local reclaimed stone would be used as required for stabilisation works and for control structures to slow and spread flows.

The advantages of this approach include:

- » Increased ability of the fluvial system to:
  - hold water for longer
  - regulate and convey flow
- » Excellent water quality through biological filtering
- » Highly productive ecosystems and provision of habitat for birds, fish, invertebrates and herbivores
- » Reduced likelihood of stream incision and erosion with urbanisation
- » Maintains the hydrological connection of the floodplain
- » Restoration and enhancement of a rare geomorphic system that is a unique part of the Australian landscape - a considerable point of difference
- » Allows multiple benefits such as use of rare vegetation communities, reclaimed rock from site, unique access and viewing options and a rich, thematic continuation of landscape
- » Excellent educational options for local schools including
  - water quality monitoring
  - macroinvertebrate counts
  - studies in ecology and natural systems
  - bird watching
- » Avoids construction of a single channel and associated hard engineering necessary to concentrate a previously dispersed flow system into a narrow channel
- » A major feature water body is also proposed within the creek corridor.



Top to Bottom: Example of alpine waterway with combination of stone and grass channel; Natural grassy chute - Upper Montgomery's Creek.



Top to Bottom: One of the more permanent ponds in the upper sections of Montgomery Creek; Several ephemeral ponds in the upper sections of Montgomery Creek.

## Hill 800 (Twin Hills)

As the highest elevation point on the site Hill 800 occupies a dominant position. It is visible from most of the Googong site and 360 degree views extend in all directions from its summit.

As part of the integrated water management strategy a series of water reservoirs are required to be located on Hill 800 within the saddle and directly at its summit. It is intended that these structures be celebrated as iconic features rather than attempt to buffer or camouflage them.

In addition to the reservoirs and associated infrastructure a series of additional elements are proposed to make the hill a place accessible for the community to enjoy the elevation, views and to learn about the surrounding area, including:

- » a series of pathways;
- » a lookout or series of lookouts with provision of sun and rain shelter,
- » an ecological and/or historical interpretative signage strategy;
- » minor art work(s); and
- » the regeneration of native grasslands and establishment of plant species responsive to the character and exposed nature of the area.

### LOOK OUT

The structure of the lookout should interact with topography to develop a dynamic looking element visible from the town centre.

Other principles include:

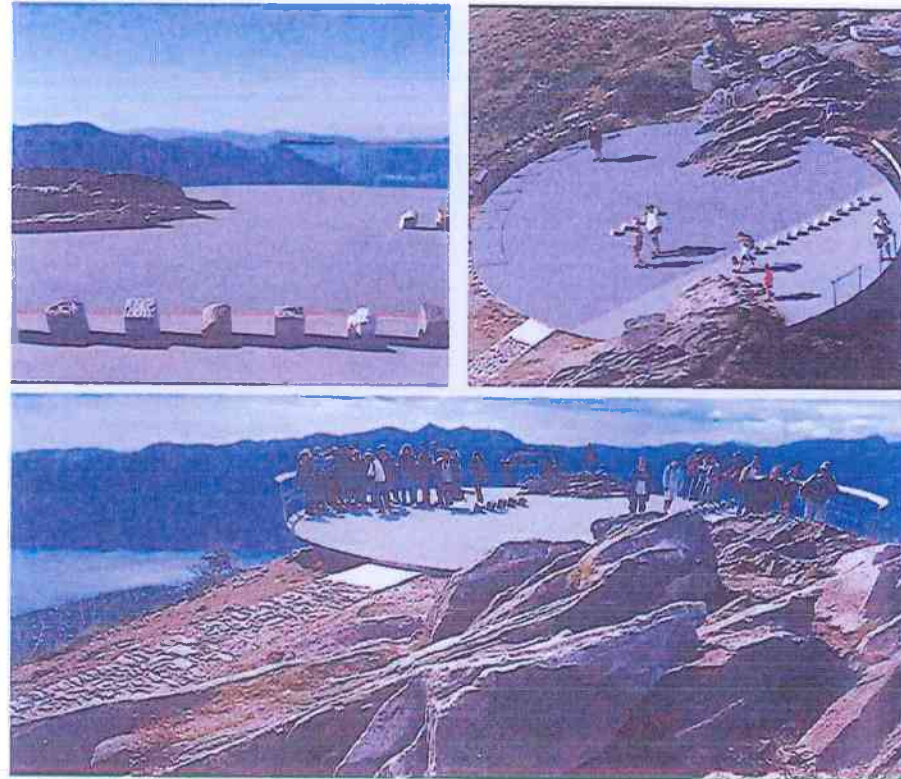
- » Structures to be considered as features or landmarks and be sited, designed and detailed accordingly.
- » Strategic views are to be maintained and enhanced.
- » Provide interpretive signage to reflect upon cultural and ecological landscape.
- » Minimal removal of existing rock formations to hill top to preserve the geological heritage of the site.
- » Provide adequate level of parking to base of Hill 800 for visitors to the lookout.

### VEGETATION

The Hill 800 planting palette has been constrained to native groundcovers only which will be used primarily to 'make good' the edges of infrastructure and public element works such as roads, paths and the lookout area.

#### » Groundcovers:

- Atriplex semibaccata – Creeping Salt Bush
- Austrodanthonia spp. – Wallaby Grasses
- Brachyscome multifida – Cut Leafed Daisy
- Brachyscome multifida 'Break O Day' – Break O Day Daisy
- Myoporum acuminatum 'Monaro Marvel' – Monaro Marvel
- Boobialla
- Correa 'Dusky Bells' – Dusky Bells
- Poa sieberiana – Snow grass
- Themeda australls – Kangaroo Grass



Indicative lookout Imagery

# Open Space Hierarchy

## SPORTS AND PLAY FACILITIES

The Googong Township Community Plan outlines the sports facilities required to meet the needs of Googong's residents

The key sports and play facilities are:

- » Sportsfields and courts
- » Indoor Sports and Aquatic Centre
- » Community clubhouses and
- » Children's play facilities

These facilities have been spacially located within the Googong Open Space Structure Plan.

### COMMUNITY CLUBHOUSES

While not being a Contribution Item to be delivered under the Googong Urban Development Local Planning Agreement, Community Clubhouses are proposed to provide a focus of community and recreational activity in the Township. A series of Community Clubhouses are envisaged by Googong Development Corporation the first of which will be developed in Neighbourhood 1A. The scale of the Community Clubhouses will vary depending on the scale of the neighborhoods in which they are located although members, friends and family of Googong's community associations will eventually share access to all Clubhouses. Typical facilities proposed for the Community Clubhouses include pools, gymnasiums and adjacent tennis courts.

### INDOOR SPORTS AND AQUATIC CENTRE

Located in Googong Common, this centre will provide an 8 lane 25m pool, children's wading pool and 2 indoor sports courts.

### SPORTSFIELDS and COURTS

The provision of sportsfields and courts has been Identified in the Googong Community Plan and located spatially on the Open Space Typology & Distribution Plan, Figure 8.

The bulk of Googong Township sportsfields and courts are located within Googong Common forming the central open space hub / spine for this new community. Given that Googong Common is generally located in the central and southern portion of the development, an additional AFL / International Cricket Field will be located to the west of Neighbourhood One (Sportsfield 1) and a double soccer / rugby league field located to the east of Neighbourhood One (Sportsfield 2).

Fields are designed to accommodate either one large cricket / AFL oval with two soccer fields / rugby league field overlaid or a double soccer / rugby league field. These formats take advantage of summer/winter playing seasons in the same space. Sports fields are located to maximise grouping of shared facilities. Netball and tennis courts are also located in Googong Common.

### CHILDREN'S PLAY FACILITIES

The distribution of children's play facilities aims to achieve appropriate numbers and locations of play facilities across Googong Township. There are 14 playgrounds provided within the development (one regional, five neighbourhood and eight local playgrounds) accommodating a range of experiences and age groups.

One significant regional playground will be located in Googong Common as the premier and high order play facility. It will feature an adventure style play area for all ages and potentially involve water play.

This location is chosen for its centrality but also proximity to the Googong Town Centre, and Montgomery creekline.

Neighbourhood playgrounds will be allocated within each of the five neighbourhoods parks. Small local playgrounds are spread evenly across the site based on the requirement that 80% of residents are within 400m walking distance of a play facility.

The larger facilities generally cater for more age groups while small facilities typically provide for younger age groups.



Indicative tennis courts character Imagery



Indicative community clubhouse (Club Googong) character imagery



Indicative Indoor sports and aquatic centre character Imagery



Indicative play facilities character Imagery

## TOWN CENTRE / NEIGHBOURHOOD CENTRES

The Town Centre / Neighbourhood Centres include a variety of open spaces which will be the main focus of identity and community gathering for the whole Googong Township and each neighbourhood. They will provide open space for informal and formal gatherings and provide spectacle in the form of public artwork or water features. They will maintain a strong connection to Googong Avenue and will function as a transport node within each neighbourhood.

Principles include:

- » One space located central to each neighbourhood centre
- » Provide vegetation and other buffering elements from NW to SE winds to provide protected enjoyable spaces.
- » Provide areas and facilities for both active and passive recreation and café/spill out zone from adjoining retail or community facility.
- » Provide detail grading and retaining systems to allow for levels associated with existing trees to be retained and to achieve a satisfactory and practical park grade.
- » Tree planting to be integrated with street tree strategy in terms of species and character.
- » Provide entry and signage (park name) elements.
- » Provide interpretive signage to reflect upon cultural and ecological landscape.
- » Provide and integrate artwork.
- » Provide and integrate cycle parking.
- » Provide for and integrate WSUD elements where appropriate (refer WSUD and Water Management Chapter).

### MATERIALITY

- » 50% hard surface area
- » Concrete paving (in situ and unit)
- » Decomposed granite feature groundplane
- » Feature stone paving/exposed aggregate concrete
- » Concrete and timber seating
- » Steel and timber shade structures
- » Concrete retaining wall

### VEGETATION

Centres will be predominately planted with a single identifier species. This will be deciduous to maximise winter sun. The following are suggested species:

- » *Ulmus parvifolia* - Chinese Elm
- » *Zelkova serrata* - Japanese Zelkova
- » *Fraxinus pennsylvanica* 'Cinnamon' - Cinnamon Ash
- » *Pyrus calleryana* 'Bradford' - Ornamental Pear
- » *Magnolia grandiflora* 'Exmouth' - Exmouth Magnolia (Evergreen feature tree)
- » *Eucalyptus sideroxylon* - Red Ironbark (Evergreen feature tree)
- » Understorey of native grasses and groundcovers
- » Turf



Indicative character imagery

# Open Space Hierarchy

## NEIGHBOURHOOD PARKS

The largest individual parks located within suburban areas are the neighbourhood parks. They provide an easily accessible and safe kick-about and play area for children. They are also magnets for the immediate community with the provision of BBQ and shelter facilities.

Neighbourhood parks are located to ensure most of the community are within a 800m radius. They should also be located to provide additional benefits to either water management, retention of heritage items/landscapes or key views.

The following is a list of principles:

- » Ensure minimum one park per neighbourhood within 800m of most residents.
- » Minimum area 16,000m<sup>2</sup>.
- » Locate neighbourhood parks in association with drainage lines or ridgelines to accommodate stormwater management and views where possible.
- » Provide areas and facilities for both active and passive recreation.
- » Provide detail grading and retaining systems to allow for levels associated with existing trees to be retained and to achieve a satisfactory and practical park grade.
- » Tree planting to be integrated with Street Tree Masterplan(Figure 13) in terms of species and character.
- » Provide one large play area with adequate shade facility and fencing/planting to define play zone.
- » Provide elements (can be play orientated) that contribute to the 'celebration of water' across the development.
- » Provide a large shelter facility with BBQ facility with seating and tables.
- » Provide entry and signage (park name) elements.
- » Ensure heritage overlay where appropriate through

interpretive signage, artwork installations or retention of existing shelter belt and cultural plantings.

## WSUD & WATER MANAGEMENT

To include the following:

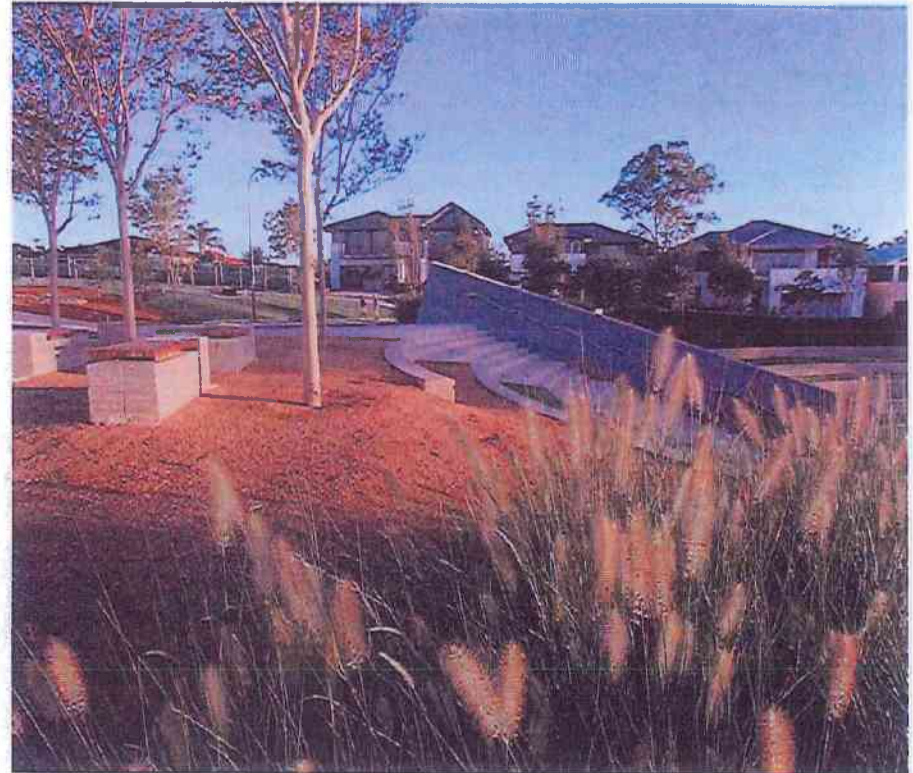
- » Large vegetated swales
- » Minor creeklines
- » Bioretention basins
- » Passive irrigation
- » Detention ponds as required

## MATERIALITY

- » Concrete (textured) and site stone retaining walls
- » Steel and timber structures
- » Steel and timber play equipment
- » Bark mulch and rubber softfall play surfaces
- » In situ concrete paths (smooth and exposed aggregate)
- » Timber seating and picnic benches
- » Rural materials, timber/steel (weathered) for signage

## VEGETATION

- » Eucalyptus cinerea – Argyle Apple
- » Eucalyptus melliodora – Yellow Box
- » Eucalyptus mannifera spp. maculosa – Red Spotted Gum
- » Eucalyptus polyanthemos – Red Box
- » Eucalyptus rossii – White Scribble Gum
- » Native grasses and small-medium shrubs as understory
- » Turf



Indicative Character Imagery

LOCAL PARKS

Local parks can provide critical amenity when located well and designed into the streetscape. They provide a moment of respite within the suburban street form. They are critical in developing a sense of place and orientation within the neighbourhoods.

Local parks should be located where existing features may wish to be retained. For example; trees or existing site rock outcrops. They may also incorporate any necessary water management strategies.

Parks are categorised as either passive or active depending on whether or not they contain a children's play area. Figure 8 indicates eight passive parks and five active parks (local playgrounds 02, 04, 07, 08 and 09).

The following is a list of principles:

- » A minimum area of 1,000m2.
- » Be within 200m of most residents (unless that resident is within 400m of a neighbourhood park).
- » Allow for passive and / or active recreation.
- » Provide seating and pathways for circulation.
- » Incorporate small children's play facility if neighbouring residents are more than 400m from another children's play facility.
- » Provide perimeter fencing to children's play facility if required.
- » Provide entry and signage elements.
- » Provide screen planting to adjoining residential properties.

» Integrate open space with stormwater management and environmental strategies.

» Optimise ecological functionality through planting of endemic species.

WSUD & WATER MANAGEMENT

May include the following:

- » Vegetated swales
- » Passive irrigation
- » Minor or temporary detention ponds

MATERIALITY

- » Timber seating and picnic benches
- » Timber shade and picnic structures
- » Site stone retaining walls
- » Exposed aggregate concrete paths
- » Informal gravel/decomposed granite paths
- » Bark mulch play safety surface

VEGETATION

- » Eucalyptus glaucescens – Tingiringi Gum
- » Eucalyptus cinerea – Argyle Apple
- » Eucalyptus rossii – White Scribbly Gum
- » Eucalyptus Stellulata
- » Native grasses and small-medium shrubs as understorey
- » Turf



Indicative character imagery



# Open Space Hierarchy

## LINEAR PARKS AND DRAINAGE RESERVES

Linear parks and drainage reserves are similar in that they are both lineal open space elements. Their function is to provide transmission and connectivity. Often flanked by a road to both sides they are well defined and controlled areas, but provide a critical functional and aesthetic role.

A linear park may run along a ridgeline whilst a drainage reserve will typically run down a valley. The following principles apply:

- » Optimise ecological functionality through planting of endemic species.
- » Celebrated within streetscape profiles to enhance character and perception of open space.
- » Linear parks may link neighbourhood and local parks and other key community focal points into the continuous open space network.
- » Facilitate overland flow requirements where practical.
- » Integrate non-vehicular circulation to increase safety and connectivity.

### WSUD & WATER MANAGEMENT

May include the following:

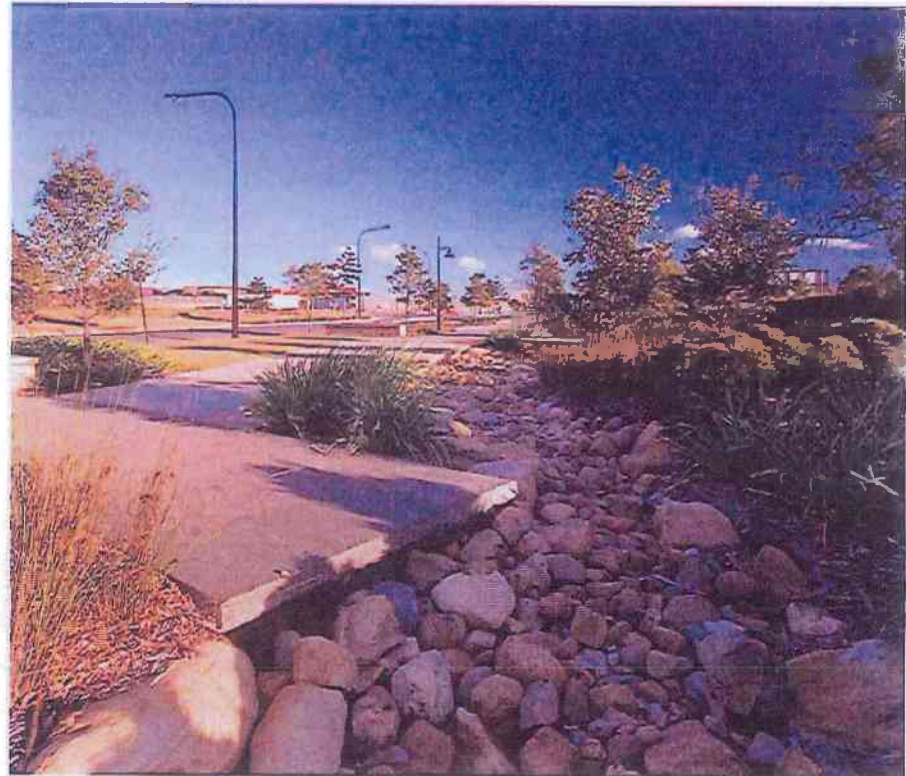
- » Weir structures to control water flow around drainage lines and create pooling where required
- » Urban creeklines along streets to aid stormwater management
- » Existing vegetated creeklines

### MATERIALITY

- » Site stone retaining walls and weirs
- » Exposed aggregate paths
- » Informal decomposed granite/crushed rock paths
- » Timber seating
- » Timber bridges and stone water crossings
- » Site stone/gravel/boulders to drainage lines

### VEGETATION

- » Eucalyptus cinerea – Argyle Apple
- » Eucalyptus mannifera ssp. maculosa – Red Spotted Gum
- » Eucalyptus rossii – White Scribbly Gum
- » Eucalyptus sideroxylon – Red Ironbark
- » Eucalyptus elata - River Peppermint
- » Eucalyptus stellulata - Black Sallee
- » Riparian sedge and grass species along drainage lines
- » Water tolerant tree species such as Melaleuca and Casuarina along drainage lines



Indicative character imagery

## ENTRY GATEWAYS

There are six major entries (off OCR and GDR) and a number of minor entries to parks and open space, the four neighbourhoods and towns centre within Googong Township. A design language based around a clear use of form and material is proposed for all the entries to establish a visual identity and orientation for the site. It must be clear when you arrive, leave and navigate throughout the development both from a marketing and neighbourhood identity perspective.

A design language based around a clear use of form and material is proposed for all the entries to establish a visual identity and orientation for the site. It must be clear when you arrive, leave and navigate throughout the development from a neighbourhood identity perspective.

Entry gateway can create a sense of belonging that fosters ownership, pride, maintenance and protection of the neighbourhood.

A series of suggested installations have been developed that respond to the surrounding sociological, environmental and geological landscapes. These will include walls where possible made of local stone to varying degrees of finish. A screen will sit behind the wall; its associated wall determining its shape and size. A gap between screen and wall will provide for appropriate planting to complete the piece and integrate it into the surround environment.

These pieces can be used as a single element with a minimum height of screen to provide visual identity to minor places of recreation (local parks and public open space) and minor entries. They can be placed in groups with a combination of maximum and minimum height of screens to create strong visual identity for major entry statements, neighbourhood parks and locations of major public open space such as Googong Common.

Walls are to be finished to varying degrees of refinement to communicate individuality, provide for better visual presence and greater potential for use as a tool for wayfinding.

Screens will respond to their associated wall and may incorporate text and signage in the context identification and wayfinding.

All road entries will be used extensively when the township is established however the intersection of Old Cooma Road and Googong Dam Road will be the key entry. The larger and more critical the entry (e.g. at the corner of OCR and GDR) the more impressive scale should be applied.

A greater number of walls should be constructed in groups of 'families' with a number of screens reaching a maximum height in the order of 8 m high. The layout of these 'families' will respond to immediate infrastructure by addressing the entry road while incorporating view framing of the surround landscape.

Lesser entries may feature constructed shapes in the order of 3 or 4 meters high. These installations are to form a spatial relationship through which entry roads can pass, open space is accessed and an alternative method of site navigation will be achieved.

Elsewhere in the project, elements of the installations such as screens may be used to mark and celebrate a particular location. For example to pedestrian only access points to the site or other points that require marking

and notification. Full installations are not to be used for everything, as this will weaken the entry hierarchy.

This preliminary concept is to be developed further during the detail design stage.

## VEGETATION

- ▶ Eucalyptus mannifera ssp maculosa - Red Spotted Gum
- ▶ Eucalyptus pauciflora - Snow Gum
- ▶ Fraxinus oxycarpa - Desert Ash
- ▶ Liquidambar styraciflua 'Oakville Highlight-Liquidambar
- ▶ Pyrus calleryana 'Bradford' - Ornamental Pear
- ▶ Native Grasses



Rock type 1 - feature rock for wall

Top to bottom: Suggested stone finish; Suggested screen with text.



Wall 1 with metal screen and planting



Wall 1 section

# Open Space Hierarchy

Key plan



## E2 ENVIRONMENTAL CONSERVATION (DRAINAGE)

### Lower Montgomery Creek

Lower Montgomery Creek is a locally significant environmental corridor which links the Queanbeyan River and the upper Montgomery Creek catchment.

#### OBJECTIVES

Vegetation Management within Lower Montgomery Creek will be bushland restoration generally comprising the following:

- » bushland regeneration (the removal of weeds/burns/soil scarification/no introduced planting), or
- » assisted bushland regeneration (the above and replanting of species missing from the vegetation structure), or
- » bushland reconstruction (the above and replanting of full structure vegetation where little vegetation exists).

Generally Lower Montgomery Creek will require assisted bushland regeneration. Over time the area will regenerate to form full structure vegetation. (this will mostly consist shrub growth with scattered trees similar to nearby vegetation on the edges of the Queanbeyan River (20-30 years growth).

The corridor will provide recreational opportunities through a system of paths, wayfinding signage and interpretation signage.



Lower Montgomery Creek Images

### Hamlets Tributaries

The tributaries provide a link along the regionally significant east-west wildlife corridor between the Queanbeyan River and Jerrabomberra Creek. This wildlife corridor incorporates areas of endangered ecological communities.

#### OBJECTIVES

It is the vision that these areas (particularly those on the steeper grades) be re-instated to contain fully structured vegetation communities similar that edging the Queanbeyan River. This will occur primarily through natural regeneration which will be triggered by the action of 'de-stocking' the land.

Key plan



Hamlets tributaries Images



# Open Space Hierarchy

## SUMMARY OF MAJOR OPEN SPACE SPORTS & PLAY FACILITIES

The matrix below summarises the major facilities outlined in pages 14-21. There will be an additional 6 tennis courts, 2 in NH1B Local Park 4, 2 in Googong Common (NH3) and 2 in Neighbourhood Park 5 (NH5).

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GOOGONG LANDSCAPE OPEN SPACE STRATEGY REPORT

Location	No.	Code	Facility Type	Fields, Courts & Centres	Age Group Focus	Field Dimension (m)
NH1	1	LP01	Local Playground		1-12 Years	
	2	LP02	Local Playground		1-12 Years	
	3	LP03	Local Playground		1-12 Years	
	5	NP01	Neighbourhood Playground		all ages	
	6	CC	Community Clubhouse	2 Tennis Courts, swimming pool	all ages	Tennis 23.77x10.97
	7	G 1	Group Sports Facility - Rec Reserve A	AFL co-use with international cricket	all ages	AFL 165 X 150, ICF 160X142
	8	G 2	Group Sports Facility - Rec Reserve B	Double soccer field & Rugby League	all ages	Soccer 100X76, RL 122x68
NH2	9	LP04	Local Playground		1-12 Years	
	10	NP02	Neighbourhood Playground		all ages	
NH3	11	NP03	Neighbourhood Playground		all ages	
NH4	12	LP07	Local Playground		1-12 Years	
	13	NP04	Neighbourhood Playground		all ages	
	14	CC	Community Clubhouse	2 Tennis Courts, swimming pool	all ages	Tennis 23.77x10.97
NH5	15	LP08	Local Playground		1-12 Years	
	16	NP05	Neighbourhood Playground		all ages	
GOOGONG COMMON	17	LP05	Local Playground		1-12 Years	
	18	LP06	Local Playground		1-12 Years	
	19	RP01	Regional Playground		all ages	
	20	G 3	Local Indoor Sports and Aquatic Centre	Indoor Sports and Aquatic Centre	all ages	8 lane X 25m aquatic pool, children's wading pool and an indoor sports hall that accommodates two indoor courts
	21	G 3	Group Sports Facility	6 Netball Courts	all ages	Netball 30.4X15.25
	22	G 4	Group Sports Facility	AFL co-use with international cricket	all ages	AFL 165 X 150, ICF 160X142
	23	G 5	Group Sports Facility	Double Soccer co-use with international cricket / Rugby League	all ages	Soccer 100X76, ICF 160X142, RL 122x68
	24	G 6	Group Sports Facility	Double Soccer co-use with international cricket / Rugby League	all ages	Soccer 100X76, ICF 160X142, RL 122x68
	25	G 7	Group Sports Facility	Double Soccer co-use with international cricket / Rugby League	all ages	Soccer 100X76, ICF 160X142, RL 122x68
	26	G 8	Group Sports Facility	Double Soccer & Rugby League	all ages	Soccer 100X76, RL 122x68

Figure 12: Summary of Major Open Space Sports & Play Facilities

# Character

## OPEN SPACE CHARACTER

Other than streetscapes which form the connective network for Googong Township, it is the destinations or physical open space that defines public domain character. The unique ecological and geomorphological qualities of the site will inform the design character. Strong themes will be drawn from these existing qualities and from the surrounding region.

### OBJECTIVES

- » Provide passive green space to enhance the aesthetics of Googong and contribute to memorable and enjoyable experiences.
- » Provide spaces for community expression and engagement.
- » Create a distinctive identity across Googong yet variety to each of the defined character zones.
- » Retain existing trees and geological formations where possible with the location of parks and open space.

### PRINCIPLES

- » Create visual rewards through location of amenities in highly visible locations, to enhance visual character, identity, surveillance and guardianship.
- » Utilise open space for integrated stormwater management incorporating water sensitive urban design principles.
- » Parks are to be located on main roads or provide perimeter road address for standard roads.
- » Parks are to be located central to residential neighbourhood areas.
- » Visibility across parks should be maintained with limited

inclusions of shrub planting or other objects that inhibit site lines.

- » Use unobtrusive physical barriers to discourage undesired vehicular access to parks.
- » Pedestrian paths to be located on desire lines.
- » Provide shade trees and structures to seating and play areas.
- » Provide detail grading and retaining systems to allow for levels associated with existing trees and geological formations to be retained.
- » All lighting to conform to relevant Australian standards.
- » Plant species are to be indigenous where possible except for 'cultural plantings'. Indigenous seed stock to be sourced locally and used for generation of all plant material (again where possible). Plant species to be chosen to accommodate site specific issues such as recycled water management.

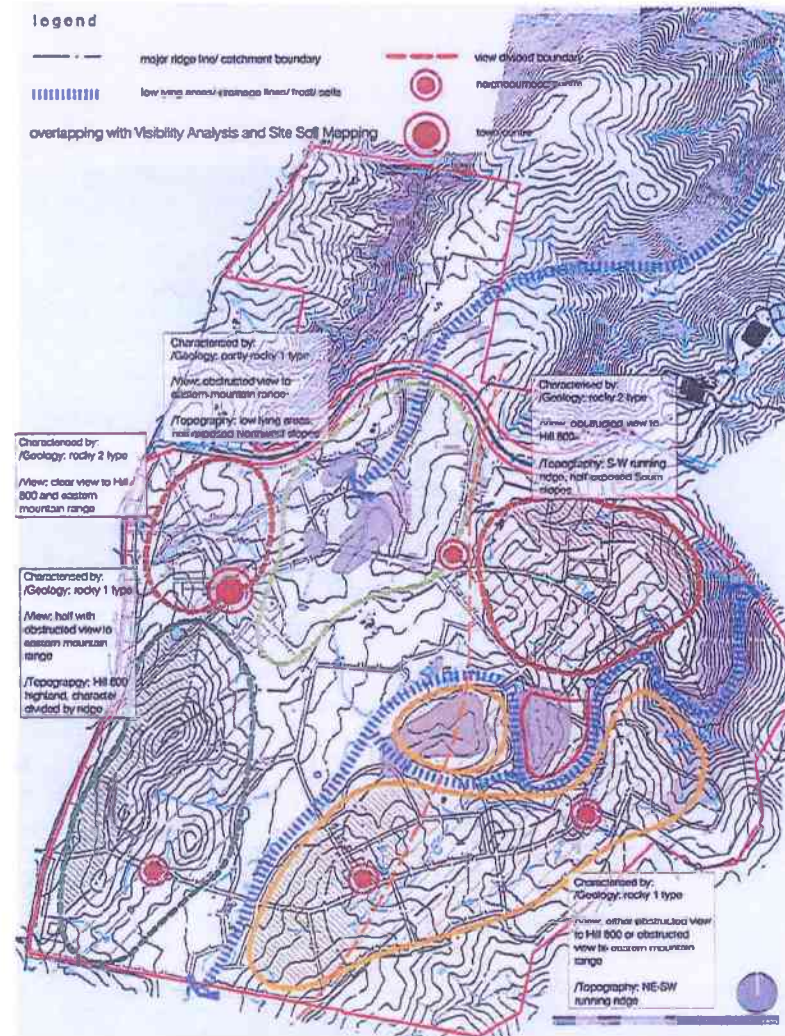


Figure 13: Site Character Analysis

Note: locations are indicative only and subject to further review and detail design at Neighbourhood DA stage.

TRANSECT ZONES

The Googong masterplan consists a sequence of Transect Zones from natural edges to the highly urban character at the heart of the Town Centre. This sequence of characters is the basis for organising the components of the built elements and landscape character of Googong: building, lot, land use, street, and open spaces. Each character zone is comprised of elements that reflect its location within the neighbourhood. The low density edge of a neighbourhood will typically have large residential homes, lawns and streetscape planting which responds to the surrounding landscape. This gradually transitions to the busier neighbourhood centres. Here buildings are closer to the street and there are some attached residential dwellings, shop top housing as well as activities and planting is predominantly exotic.

The most active and urban part of Googong will be the Town Centre. Buildings in the town centre will be larger and be predominantly mixed use. As the civic, commercial and cultural heart of the new community it will be used both day and night.

Each Transect Zone is comprised of elements that reflect its location within the development. There are three zones identified within NH1A:

1. T3 / Sub-Urban Transect Zone – low density edge typically with large residential homes and native planting which responds to the surrounding landscape
- There are two sub-urban categories found within NH1A, the Neighbourhood Edge along Googong Dam Road and the Internal Neighbourhood
2. T4 / General Urban Transect Zone – a gradual transition into the Neighbourhood Centre where residential types vary and are mixed with commercial and community activities and planting is predominantly exotic
3. T5 / Urban Core Transect Zone
- The Urban-Core Transect Zone (Town Centre) does not occur within NH1A.

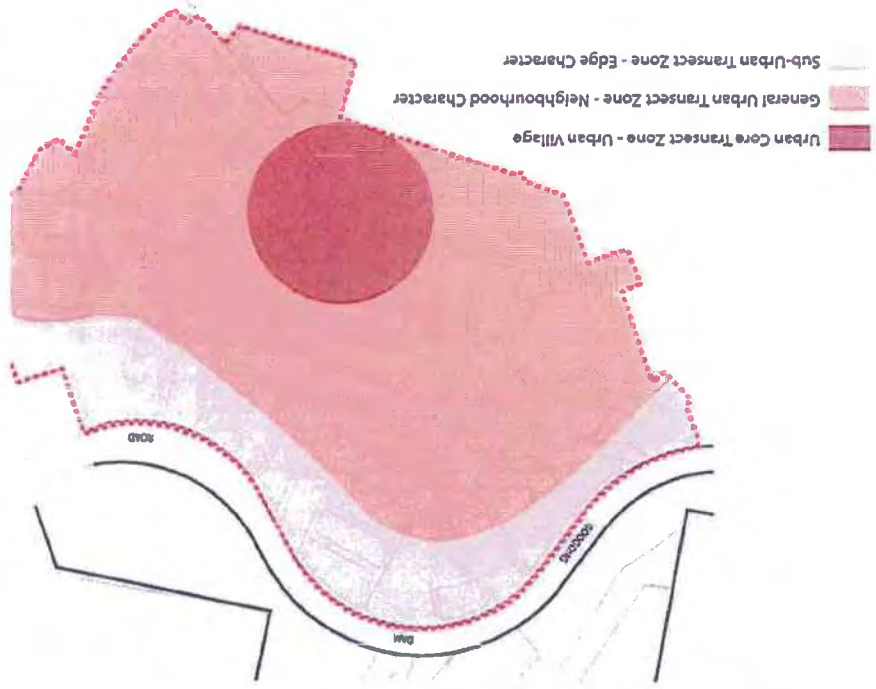


Figure 3.2: Googong NH1A Transect Diagram

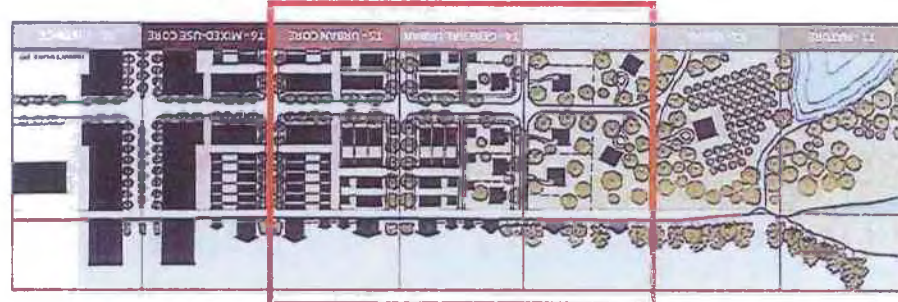


Figure 3.3: Googong Township The Transect Zone indicating NH1A extent [source: Roberts Day, 2009]

# Landscape Palette

## MATERIALITY OBJECTIVES

- » Utilise site sourced stone where possible in the construction of retaining walls, concrete surfaces, landscape structures and mulches etc. to embody site character.
- » If unavailable from site then where practical obtain landscape materials from local sources to reduce emissions associated with importation of materials from further afield.
- » Where possible utilise materials that have had minimal negative environmental and social impacts in their extraction/production and transportation to site.
- » Utilise recycled products where possible.
- » Materials are to be selected for their robust and resilient qualities.
- » Materials are to be selected with the character zones in mind.

## SITE MATERIAL

Rock sourced from site may be appropriate for use in a number of applications:

- » feature boulders;
- » stone walls;
- » gabion structures;
- » leaky weirs to Montgomery Creek corridor;
- » facing to concrete walls;
- » feature rock mulch;
- » decomposed 'granite' substitute.

It is anticipated that the site will provide a number of different rock types in terms of colour, texture and structure.

## LOCAL MATERIAL

A selection of locally sourced landscape materials will be used as feasible in a variety of applications such as those listed above.

Attractive, robust, sustainable, maintainable and cost effective materials have been explored that embody site character and will provide a distinct landscape aesthetic for Googong Township.

## PATHS

As outlined in the circulation strategy there are a number of path networks proposed for Googong Township open space. These include:

- » Standard footpath - brushed concrete
- » Civic footpath - coloured / sandblasted concrete
- » Bushtrack - stabilised gravel/decorat granite
- » Boardwalks - timber / steel
- » Dedicated cycle lanes- bitumen (to engineers specs.)
- » Paths in open space - brushed concrete
- » Multiuse trail - compacted gravel/soil.

## WALLS

- » Feature walls/entry elements
- » Retaining walls
- » Weirs.

## MULCHES

- » Gravels - available from local quarry and from site
- » Organic - locally available where possible.

## EDGINGS

- » Steel
- » Timber
- » Concrete.



Top to Bottom: Wall; Rock sourced from site.



Typical finishes



# Landscape Palette

## STREET TREE STRATEGY

An attractive streetscape requires a considered approach to the selection and location of plant material. Trees are one of the most critical components of a well functioning and attractive streetscape. The following features have been taken into consideration in the preparation of this strategy.

### SUSTAINABILITY

- » Maintaining a low impact on the environment and natural resources, by selecting plant material that is endemic to the region or exotic plants that will complement the desired character or other aesthetic or functional needs (eg solar access). Plants also need to survive and revive after periods of drought, cold and high winds.

### AESTHETICS

- » The combination of both endemic native and deciduous species are at the core of the aesthetics of Googong Township. Plant selection criteria includes topography, soil and climate, with focus on achieving a landscape that evokes seasonality and sustainability.

- » To provide variety of forms, colours, textures, flowering habitats and seasonality.

### MAINTENANCE:

- » Careful selection of materials ensures that maintenance for all species is very low to no maintenance.
- » Requirement for active water(ing) to be low. Species chosen to withstand periods of drought (within a reasonable time frame).

### LONGEVITY

- » Species need to be able to withstand the variety of conditions found on the site.
- » Good horticultural practices are to be undertaken during the preparations of the sites to ensure longevity of the trees is achievable.

## ECOLOGICALLY RELEVANT

Selection will also include suitable species from those communities that are found in the region.

- » WSUD beds to be planted with appropriate species to address regular storm water inundation.
- » All species to be selected in response to the harsh climatic conditions including frost, drought, dry and cold winds, and skeletal soils.
- » Incorporate existing trees into proposed verges where possible.
- » Final species selection will occur in consultation with Council having regard to the contents of the Googong Landscape and Open Space Strategy.



*Ulmus parvifolia*



*Melia azedarach*



*Magnolia grandiflora*



*Eucalyptus elata*  
AECOM Design + Planning



*Eucalyptus cinerea*



*Fraxinus oxycarpa 'Raywood'*

**STREET TREE MASTER PLAN OBJECTIVES**

- » to establish a hierarchy of landscape and verge treatments within the urban structure.
- » to enhance the visual character of the development.
- » to form street characters and reinforce the neighbourhood transect.
- » the creation of environmental microclimates specific to location, hierarchy and built form.
- » consideration of IWCMP and WSUD strategies.
- » retention of existing trees where possible.

**GOOGONG AVENUE**

- » This is the main connector street linking all five neighbourhoods. It comprises (3) characters; these are urban, neighbourhood and park / edge. WSUD bioretention elements to be incorporated where feasible, passive irrigation elements to be incorporated throughout.
- » Key species: Plane Tree (*Platanus orientalis*).
- » Verges and median / swales: 100% exotic (*Platanus orientalis*).

**ARTERIAL / ENTRY STREET**

- » Secondary connector linking entry gateway, town centre and Googong Common. Key species to be determined.
- » Verges and median / swales: as above.

**TOWN CENTRE (1), NEIGHBOURHOOD CENTRES (4)**

- » Shelter / Shade vegetation - with colour / flower / scent.
- » Key species: Exotic, one species per centre for individual character development.

**ENTRY GATEWAYS (6)**

Feature planting to establish a visual identity and orientation for the site. Species to complement arts and signage elements.

- » Key species: Liquidambar

**LOCAL STREETS**

Three types are proposed:

1. 100% Exotic:
  - » Key entry streets and connectors to Googong Avenue
  - » Display village
  - » Local streets (higher order).
2. 50/50% Exotic / Native
  - » Local streets (lower order)
  - » Park edge streets
  - » Edges to Googong Dam Road.
3. 20/80% Exotic / Native to 100% Native
  - » Open space and common edge streets.

**NEIGHBOURHOOD AND LOCAL PARKS**

- » Generally native with exotic species at key areas such as entries, BBQ seating or art elements.

**APZ ZONES**

- » 100% Native designed to meet APZ requirements.

**DRAINAGE + ENVIRONMENTAL CONSERVATION ZONE**

- » 100% Native.

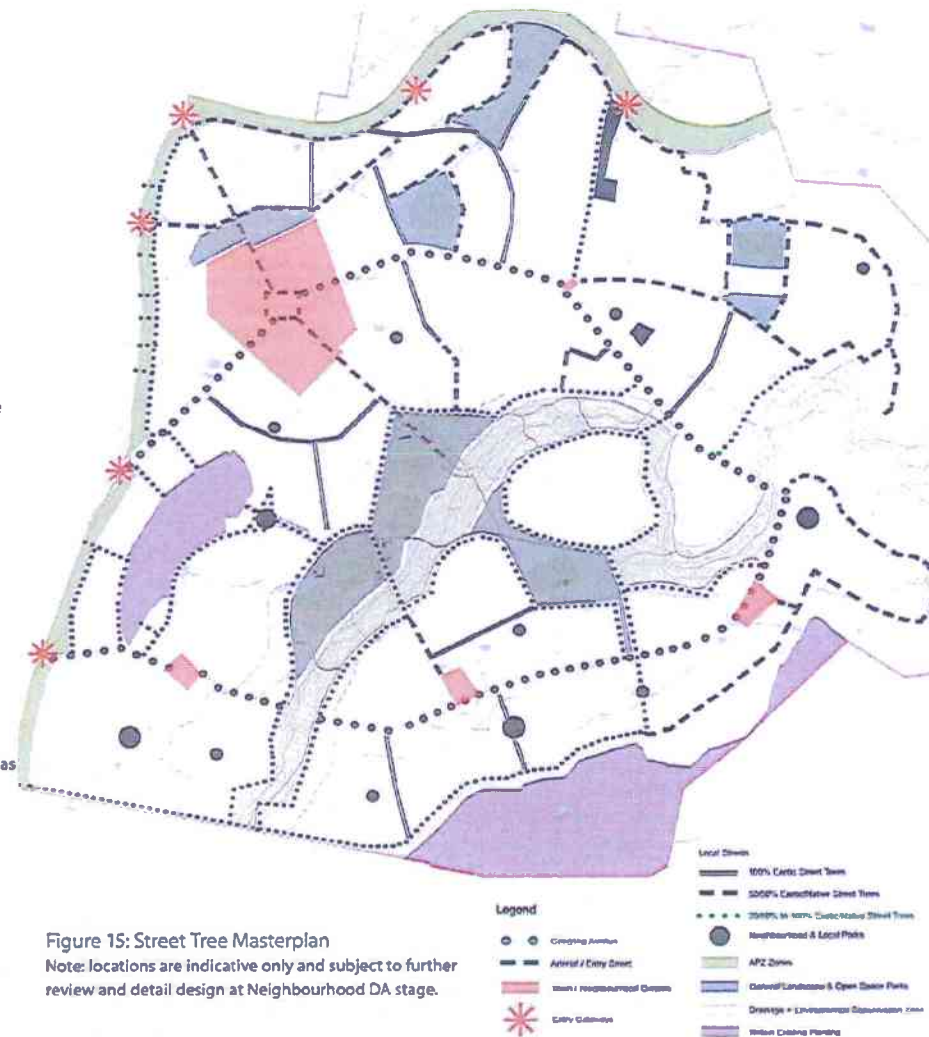


Figure 15: Street Tree Masterplan  
Note: locations are indicative only and subject to further review and detail design at Neighbourhood DA stage.

# Streetscape

## STREETSCAPE OBJECTIVES AND PRINCIPLES

Streets are more than just places for cars and movement. They provide pedestrian and bicycle routes, they assist with the legibility, identity and character of a place and they provide spaces for daily encounters between residents and neighbours.

Careful consideration of circulation and access within any built environment can heavily influence a users experience of function and place. Ease of movement and access is critical to their usability and desirability however, it is the character of a boulevard, a sidewalk and the landscape that create the 'sense of place'.

### OBJECTIVES

- » Establish the hierarchy of circulation treatments – arterial boulevards / avenues, collector roads, local streets and laneways within the urban structure.
- » Design roads and streets that respond to the local context creating a distinctive identity for Googong, with an individual neighbourhood character, that evokes a 'sense of place'.
- » Provide movement choices that allow people to walk, cycle, and use public transport rather than vehicular movement only.
- » Create safe routes for all.
- » Retain existing trees and geological formations where possible when locating streets.
- » Create environmental micro climates for the comfort of residents.

### PRINCIPLES

- » Enhance visual character, identity, surveillance and guardianship.
- » Utilise streetscape verges where practical for integrated stormwater management incorporating WSUD principles.
- » Utilise streetscape elements (lighting, signage, structures & planting) to provide physical comfort and definition to the circulation system.
- » Street character elements should work at multiple scales to help identify district and neighbourhood identity.
- » Provide detail grading and retaining systems that allow for levels associated with existing trees and geological formations to be retained where practical.
- » All lighting to conform to relevant Australian standards.
- » Plants should be chosen with regard to water use/ requirements (low). Turf species recognised to require minimal watering should be specified where possible.

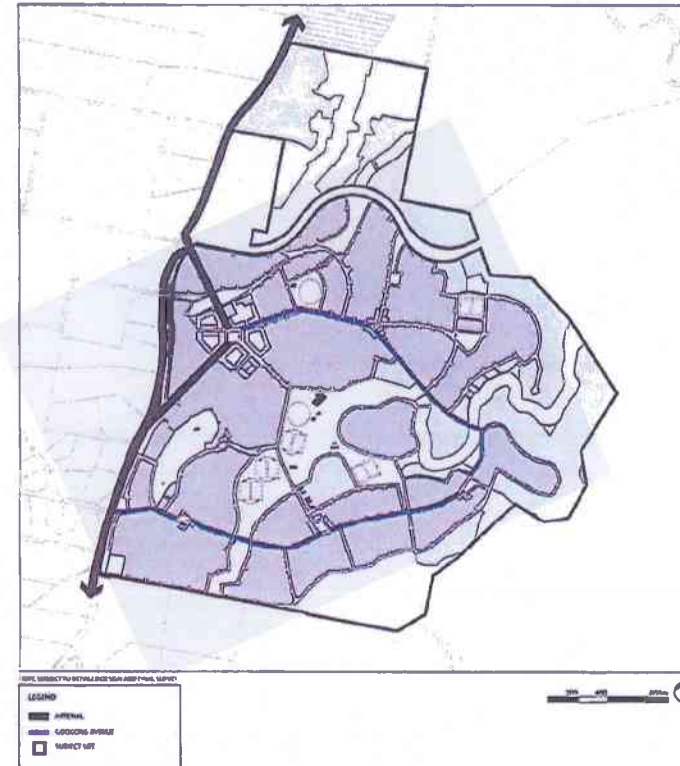


Figure 16: Googong Township Street Network Plan (source: RobertsDay, 2009)

Indicative main street/urban character imagery



Indicative connector/neighbourhood character imagery



**STREET SECTIONS**

**GOOGONG AVENUE**

Googong Avenue is the main 'connector' street running through the development linking all five neighbourhoods.

- » A three tiered street hierarchy is proposed. This includes:
  - 1. Urban Character/Main Street Character.
  - 2. 'Neighbourhood' Character
  - 3. Park / Edge Character
- » Avenue planting is proposed to either side of the street (*Platanus orientalis*, Plane Tree). This element will remain consistent while verge treatments, materiality, street reservation widths and function reflect the development character through which the avenue passes.
- » Verges and median / central swales, where present and where grades allow, may incorporate WSUD biofiltration beds.
- » Tree spacings will decrease to build intensity on the approach to the town centre and neighbourhood centres.
- » Avenue trees to kerb lines should remain parallel and formal while median tree plantings may respond to character zones with tree groupings and random spacings.
- » Paths will be provided to either side of the street over its entire length.

**CONNECTOR STREET**

These streets run from site entries connecting through to Googong Avenue and Neighbourhood Centres.

- » parallel and formal tree plantings with even spacing of 15-20m;
- » large scale tree selection (15-20m height);
- » exotic or native species (per street);
- » consistent character and palette across character precinct;
- » bosque's (exotic & native) at threshold & entry points; and
- » path for both pedestrians and cyclists to one side of street (on amenity side of street).

**LOCAL STREET**

These streets form the majority of the street network throughout the development.

The following defines:

- » parallel tree plantings;
- » typical spacing 15m;
- » medium height tree plantings (10-20m);
- » a combination of native and deciduous trees
- » flexible character per street group; and
- » simple groundcover / understory.

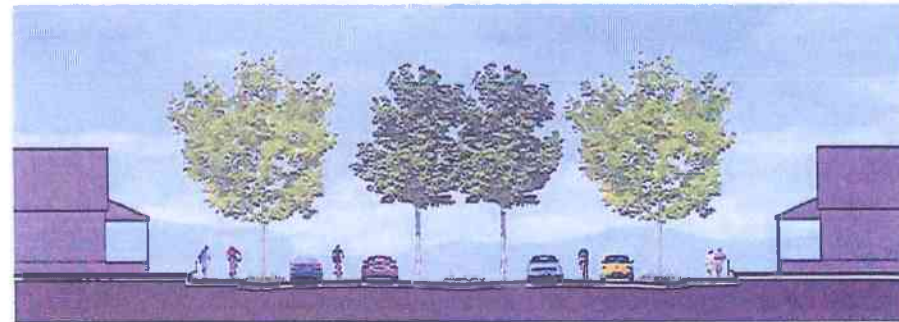


Figure 17: Googong Avenue - 'Neighbourhood' Character



Figure 18: Connector Street Section



Figure 19: Local Street Section

# WSUD and Water Management

Water sensitive urban design (WSUD) is an approach to the planning and design of urban environments that supports healthy ecosystems, lifestyles and livelihoods through smart water management.

It offers an alternative to the traditional conveyance approach to stormwater management and aims to mitigate environmental impacts particularly on water quantity, water quality and receiving waterways, within urban areas. Thus WSUD incorporates holistic management measures that take into account urban planning and design, social and environmental amenity of the urban landscape and stormwater management which are integrated with stormwater conveyance by reducing peak flows, protection of natural systems and water quality, stormwater reuse and water conserving landscaping.

The WSUD elements proposed at Googong address stormwater quality, waterway stability and vegetation irrigation. Bioretention systems will be used to treat stormwater to best practice standards. Detention areas and stormwater harvesting will be used to limit post-development changes in flow rate and flow duration for the protection of receiving environments. This is critical for the protection of the terrestrial and aquatic environments of the Montgomery Creek and the hamlets tributaries north of the site, particularly in limiting the impacts of urban development on channel bed and bank erosion.

Some specific WSUD objectives are to:

- » minimise impacts on existing natural features and ecological processes
- » minimise impacts on natural hydrologic behaviour of catchments
- » protect water quality of surface and ground waters
- » minimise demand on the reticulated water supply
- » improve the quality of and minimise polluted water discharges to the natural environment
- » incorporate collection treatment and/or reuse of runoff, including roofwater and other stormwater
- » reduce run-off and peak flows from urban development
- » re-use treated effluent and minimise wastewater generation
- » increase social amenity in urban areas through multi-purpose greenspace, landscaping and integrating water into the landscape to enhance visual, social, cultural and ecological values
- » add value while minimising development costs (e.g. drainage infrastructure costs)

### STORMWATER QUALITY

Stormwater quality will be addressed through bioretention systems at the urban / open space interface. Where grade, cost or available treatment area is limited, wetlands or bioretention systems can be integrated with end of catchment detention areas.

Landscaped areas will be configured to optimise passive irrigation (allowing for breaks in kerbs, appropriate set down of the planted surface, paths graded to drain to landscaped areas, scour protection at the edge of the landscaped bed).

Indicative wetland



Indicative detention within the urban context



Typical median swale



Indicative street median bioretention treatment

## DETENTION

Changes to the natural catchment hydrology resulting from urbanisation will be managed through flood detention and high flow attenuation. Attenuating peak flows and the duration of high flow discharges mitigates the erosive effects of high flow events particularly on the bed and banks of watercourses and associated vegetation. The open space strategy incorporates areas that have both ecological and hydrologic function within the landscape whilst providing amenity and serving an aesthetic function. Detention systems will be predominantly integrated within open space areas. Detention includes management of 1 in 1 year ARI peak flows and flow duration targets for waterway protection as well as providing 1 in 100 year ARI flood protection.

Attenuating urban runoff discharged to the lower section of Montgomery Creek is important to preserve the potential geological deposits associated with dark terraced sediments that have been observed on the banks. Alternative detention strategies may be required in the urban area draining to this section of Montgomery Creek as grades are steep and there are very few public open spaces therefore limited opportunities to integrate detention.

## RECYCLED WATER & THE INTEGRATED WATER CYCLE MANAGEMENT PLAN (IWCMP)

Googong's proposed IWCMP aims to target greater than 60% saving in potable water use and up to 80% recycling of waste water.

Recycled water will be used for the irrigation of sports fields and key public open spaces.

## WSUD OPTIONS IN STREETSCAPES

A series of WSUD options can be integrated into Googong streetscapes (primarily Googong Avenue and some connectors and park edge streets) to ensure that adopted elements are functional in their design, are low maintenance and meet requirements in terms of aesthetics and feasibility.

These options may function as bioretention systems or provide for passive irrigation only.

Options will be configured along streets in accordance to its hierarchy, vegetation, desired design outcomes, street levels, relation with aligning lots, maintenance and feasibility. Detailed WSUD strategies will be established for each neighbourhood with streetscape options agreed during the Stage DA's.

Typical WSUD options that may be integrated within major streetscapes include:

- » Where lots are elevated above street level, surcharge water from the downpipe (collecting lot runoff and overflow from rainwater tanks) may be redirected to passively irrigate verge areas.
- » Where back of lots drainage is required, flow may be directed to a large rain garden at the end of the block.
- » Verge blisters with planting at intersections.
- » Planting beds at centre of streets to capture street runoff.
- » Castellated or flush kerbs installed at edge roads to open spaces allowing street runoff through to planting.
- » Indented Parking Bays in an urban context to allow street runoff to planting beds.

WSUD median and verge imagery



# Appendix - Open Space Masterplan





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### Schedule 6 - Equivalent Person Quotients

(Clause 1.1)

Column 1	Column 2	Column 3	Column 4
Development Type	Planned number of Dwellings of Development Type	Equivalent Person Quotient	Planned number of Equivalent Persons per Development Type
Development Type 1	2608.5	3.19 per Dwelling	8321
Development Type 2	2442	2.6359 per Dwelling	6437
Development Type 3	499.5	1.89 per Dwelling	944

**Schedule 7- - Per Dwelling Contribution Values by Contribution Category**

(Clause 1.1)

Column 1	Column 2						Column 3	
Contribution Category	Per Dwelling Contribution Value by Contribution Category						Total (On or before 30 June 2018)	Total (After 30 June 2018)
	Development Type 1		Development Type 2		Development Type 3			
	On or before 30 June 2018	After 30 June 2018	On or before 30 June 2018	After 30 June 2018	On or before 30 June 2018	After 30 June 2018		
Open Space and Recreation	\$11,786	<u>\$13,229</u>	\$9,613	<u>\$10,931</u>	\$6,961	<u>\$7,838</u>	\$57,828,590	<u>\$66,456</u>
On-site community facilities and services	\$6,837	<u>\$7,675</u>	\$5,577	<u>\$6,341</u>	\$4,038	<u>\$4,547</u>	\$33,548,639	<u>\$38,553</u>
Off-site community facilities	\$161	<u>\$181</u>	\$132	<u>\$150</u>	\$95	<u>\$107</u>	\$791,603	<u>\$909,705</u>
On-site local roads	\$11,903	<u>\$13,361</u>	\$9,709	<u>\$11,040</u>	\$7,031	<u>\$7,916</u>	\$58,407,422	<u>\$67,121,433</u>

**Googong Urban Development Local Planning Agreement**

**Queanbeyan-City-Palerang Regional Council**

**Googong Township Pty Limited**

Off-site local roads	\$10,882	<u>\$8,069</u>	\$8,876	<u>\$6,668</u>	\$6,427	<u>\$4,781</u>	\$53,394,849	<u>\$39,718,643</u>
Drainage and stormwater management	\$2,073	<u>\$2,327</u>	\$1,691	<u>\$1,923</u>	\$1,224	<u>\$1,379</u>	\$10,171,216	<u>\$11,688,696</u>
Sewer, potable water and recycled water infrastructure	\$18,152	<u>\$20,375</u>	\$14,806	<u>\$16,836</u>	\$10,721	<u>\$12,072</u>	<b>\$89,068,517</b>	<u>\$102,356,965</u>
Administration	\$-28	<u>\$32</u>	\$23	<u>\$26</u>	\$17	<u>\$19</u>	\$138,819	<u>\$159,530</u>
Ecological Offsets	\$379	<u>\$426</u>	\$309	<u>\$352</u>	\$224	<u>\$252</u>	\$1,861,818	<u>\$2,139,589</u>
Totals	\$62,202	<u>\$65,674</u>	\$50,734	<u>\$54,267</u>	\$36,738	<u>\$38,910</u>	\$305,211,474	<u>\$329,104,685</u>

*Note 1: Per Dwelling Contribution Values relevant to 'on or before 30 June 2018' are indexed to 30 June 2011 in accordance with CPI*

*Note 2: Any minor inconsistencies in numerical values within the above table are due to rounding of numbers. If it is necessary to resolve any inconsistencies within the above table, the amounts in Column 3 are to apply.*

*Note 3: The above table in respect of Offsite local roads does not include the Contribution Value for Contribution Item 5.02, being the monetary contribution for the principal and interest on the Ellerton Drive Extension loan. That amount will be paid in instalments quarterly over 10 years.*

Googong Urban Development Local Planning Agreement  
~~Queanbeyan City-Palerang Regional~~ Council  
Googong Township Pty Limited

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## Execution

Executed as an Agreement

Dated:

---

Executed on behalf of the Council

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Name/Position

---

Name/Position

---

Executed on behalf of the Developer in accordance with s127(1) of the  
Corporations Act (Cth) 2001

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Name/Position

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Name/Position

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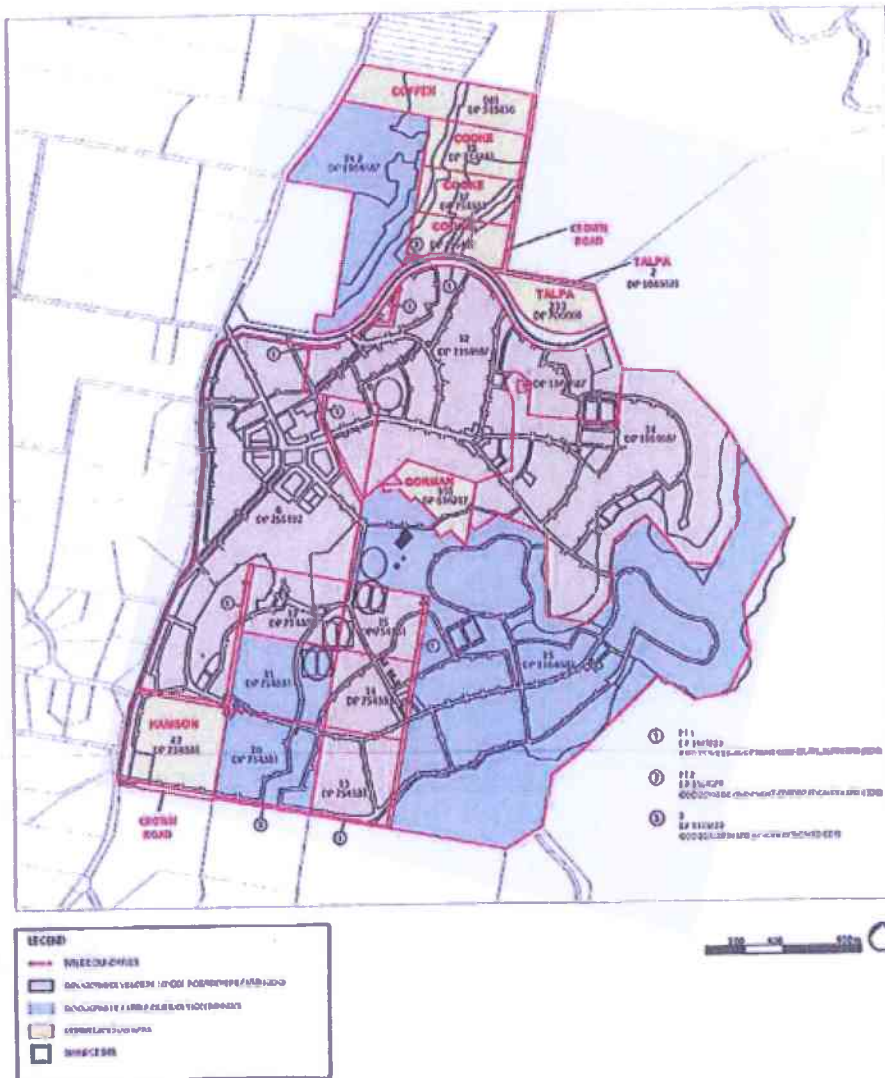
67

**Appendix 1 - Map**

(Clause 1.1)

Note: This map is correct at the time of execution of the Agreement.

**GOOGONG TOWNSHIP  
 LAND OWNERSHIP**



## Appendix 2 – Explanatory Note

(Clause 49)

*Environmental Planning and Assessment Regulation 2000*

(Clause 25E)

### Draft Planning Agreement

Under ~~s93F~~s7.4 of the *Environmental Planning and Assessment Act 1979*

### Parties

**Queanbeyan City Council** of 257 Crawford St, QUEANBEYAN NSW 2620  
(Council)

**Googong Development Corporation Pty Ltd** ABN 83 104 332 523 of  
Level 3, 64 Allara Street, CANBERRA ACT 2601 (Developer)

### Description of the Land to which the Draft Planning Agreement Applies

The land shown on the map in Appendix 1 of the Agreement.

### Description of Proposed Development

As described in Schedule 4 of the Agreement.

### Summary of Objectives, Nature and Effect of the Draft Planning Agreement

#### Objectives of Draft Planning Agreement

The objective of the Draft Planning Agreement is to provide for the carrying out of works, the dedication of land, and the provision of other material public benefits for the provision of infrastructure, facilities and services to meet the Development on the Land.

### **Nature of Draft Planning Agreement**

The Draft Planning Agreement is a planning agreement under [s93Fs7.4](#) of the *Environmental Planning and Assessment Act 1979 (Act)*.

### **Effect of the Draft Planning Agreement**

The Draft Planning Agreement contains provisions including for the following matters:

- The dedication of land for the purposes of:
  - Open space
  - An indoor sports and aquatic centre
  - Drainage and stormwater
  - Local roads
  - Sewage treatment plant and associated facilities
  - Water supply infrastructure and associated facilities
- The carrying out of works for the purposes of:
  - Local roads
  - Local bus infrastructure
  - Embellishment of local open space and recreation
  - Local community facilities
  - A multipurpose centre
  - A local aquatic centre
  - Drainage and stormwater management facilities
  - Sewage treatment plant and associated facilities
  - Water supply infrastructure and associated facilities
- The provision of the following material public benefits:
  - Maintenance of local open space
  - Maintenance of community facilities
  - Provision of affordable house and land packages
  - Water saving initiatives
  - Energy saving initiatives
  - The employment of a community development worker
- The payment of monetary contributions for the purposes of Offsite Local Roads
- The payment by the Council to the Developer of Recoupment Contributions received by Council from other developers for infrastructure provided by the Developer under the Agreement
- The payment by the Council to the Developer of unapplied monetary Offsite Roads Contributions
- The provision by the Developer of security for its development contribution obligations



- Review of the agreement in certain circumstances
- Dispute resolution procedures
- Restrictions on the Developer's right to sell, transfer, assign or novate or similarly deal with its right, title or interest in the Land other than a Final Lot, or its rights or obligations under the Agreement, without the Council's consent.

## **Assessment of the Merits of the Draft Planning Agreement**

### **The Planning Purposes Served by the Draft Planning Agreement**

The draft planning agreement provides for the provision of infrastructure:

- to meet the demands generated by the Development for new public infrastructure, and
- to mitigate the potential impacts of the Development.

The draft planning agreement will:

- provide for appropriate management of potential environmental impacts arising from the Development,
- provide for the carrying out of works for public purposes,
- provide for the provision of material public benefits,
- enable the subject land to be developed in a timely and efficient manner to promote economic development and employment opportunities, and
- provide for the dedication of land for public purposes.

### **How the Draft Planning Agreement Promotes the Public Interest**

The Draft Planning Agreement promotes the public interest by promoting the objects of the Act as set out in s5(a)(i), (ii), (iv), (v), (vii) and (viii) of the Act.

#### **For Planning Authorities:**

##### ***Development Corporations - How the Draft Planning Agreement Promotes its Statutory Responsibilities***

N/A

##### ***Other Public Authorities – How the Draft Planning Agreement Promotes the Objects (if any) of the Act under which it is Constituted***

N/A

##### ***Councils – How the Draft Planning Agreement Promotes the Elements of the Council's Charter***

The Draft Planning Agreement promotes the elements of the Council's charter by:

**Googong Urban Development Local Planning Agreement**  
**Queanbeyan City-Palerang Regional Council**  
**Googong Township Pty Limited**

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As a NSW council, Queanbeyan must observe the Council charter laid down in the *Local Government Act 1993*. In the development of this Draft Planning Agreement, the principles of the charter have been promoted and the Council has exercised its responsibility for community leadership, equity and social justice.

The Draft Planning Agreement is the consequence of the mutual efforts of Queanbeyan City Council and Googong Development Corporation Pt Ltd and demonstrates a commitment to consultation, long term strategic planning, the provision of adequate services and facilities and in planning the services and facilities to be provided at Googong.

The Council is the long-term custodian and trustee of public assets and has the responsibility to provide equitable and appropriate services and facilities for the community and to ensure appropriate ongoing management. In this regard, the Draft Planning Agreement provides a framework for the development of community assets and the transition of ownership and ongoing management of these services for the Googong Area.

***All Planning Authorities – Whether the Draft Planning Agreement Conforms with the Authority's Capital Works Program***

Schedule 2

(Clause 5)

**Amended Schedule 1**

(commences on following page)

**Schedule 1**  
(clause 6)  
**Development Contributions**

**Note:** The Contribution Values listed in column 6 of this Schedule are based on the best available information at the time of execution of the Agreement by the Developer. Further details of the scope and timing of work for Contribution Items 2.06 Indoor Sports and Aquatic Centre, 5.01 Off-site Local Roads and 7.02 Googong Integrated Water Cycle and 7.04 Sewer, Potable Water and Recycled Water Infrastructure is available in the following source documents held by Queanbeyan City, Palerang Regional Council and Googong Development Corporation/Township Pty Limited:

A. Aecom – Googong Landscape and Open Space Strategy (LOSS), August 2010

B. Commonwealth – Standard Grant Agreement SCS69246 between Department of Industry, Innovation and Science and QPRC for Smart Cities and Suburbs Program Round 2 dated March 2019 (Smart Cities Grant Agreement)

A-C. Brown Consulting - Old Cooma Road Realignment - Preliminary Sketch Plan Report,- January 2010;

B-D. Cox Richardson - Indicative Local Aquatic Centre, April 2009;

C-E. Evans and Peck - Googong Integrated Water Cycle Cost Estimate Agreement, August 2010;

D-F. Gabities Porter - Googong and Tralee Traffic Study (2031) Overview, April 2010;

E-G. Gabities Porter - Queanbeyan Timing of Works Analysis, March 2010;

F-H. GHD - South Queanbeyan Roads Costs Estimates, February 2009;

G-I. GHD - South Queanbeyan Roads Costs Estimates Scenario Cost Amendment, April 2009;

H-J. Rider Levett Bucknall - Googong Aquatic Centre - Order of Cost Estimate, April 2009

Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value (on or before 30 June 2018)	Column 7 Contribution Value (after 30 June 2018)
1.01 Dedication of land for open space	Open Space and Recreation	Public open space	Subject to detailed design and final survey, the Developer is to dedicate 61.82 hectares ( <u>subject to clause 8A.2</u> ) of Open Space Land – Unencumbered for:  - the Googong Common and Hill 800 (as defined in the Landscape and Open Space Strategy ( <b>Hill 800</b> )) (-23.87ha	To be dedicated in accordance with the timing set out for Items 1.03, 1.04, 1.05, 1.06, 1.07, 1.08, 1.09 and 1.10 and clause 9.3 of this Agreement.	\$ 8,665,951,	<b>\$9,958,855</b>

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Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value (on or before 30 June 2018)	Column 7 Contribution Value (after 30 June 2018)
			<p>excluding land for sports fields and the Indoor Sports and Aquatic Centre<del>); and</del> <u>and subject to clause 8A.2 of this Agreement,</u></p> <ul style="list-style-type: none"> <li>- neighbourhood, local and civic parks (15.83ha),</li> <li>- sportsfields (including 2 fields in neighbourhood 1 and 5 in Googong Common equating to -22.12ha),</li> <li>- netball courts (included in above land areas)</li> <li>- tennis courts (area included in the above land areas)</li> </ul> <p>Land to be dedicated shall be located generally as shown in:</p> <ul style="list-style-type: none"> <li>- the Landscape and Open Space Strategy in Schedule 5, and</li> <li>- the open space plan in Schedule 4</li> </ul> <p>Note that:</p> <ul style="list-style-type: none"> <li>- The dedication of an additional 20,000 sqm of land for recreation is provided in Item 2.05.</li> <li>- Pursuant to clause 8A.2 of this Agreement, if the Developer transfers or dedicates the Rugby Club Land to the Rugby Club, then the land to be dedicated under this Item 1.01 for Googong Common and Hill 800 will be reduced by the area of the Rugby Club Land that has</li> </ul>			

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Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value (on or before 30 June 2018)	Column 7 Contribution Value (after 30 June 2018)
			<u>been dedicated.</u>			
1.02 Dedication of land for open space	Open Space and Recreation	Public open space	<p>Subject to detailed design and final survey, the Developer is to dedicate- 123.07 hectares of Open Space Land - Encumbered generally consistent with the open space plan in Schedule 4:</p> <ul style="list-style-type: none"> <li>- Buffer corridor - Old Cooma Road (10.09 ha),</li> <li>- Catchment Dam (-34.33ha).</li> <li>- Drainage reserve (E2 Zone) (40.58ha)</li> <li>- Pink Tailed Worm Lizard Conservation Area (excluding E2 land) (38.07ha)</li> </ul> <p>Note that: An additional area of open space for drainage is included in drainage, refer to Item 5.</p>	To be dedicated progressively in accordance with the timing set out for Item 1.11 and clause 9.3 of this Agreement.	\$2,554,933	<u>\$2,936,113</u>
1.03 Embellishment of Playgrounds, Sportsfields and associated Recreational Facilities	Open Space and Recreation	Public local sporting and recreational facilities	<p>The Developer is to embellish sportsfields in a manner and extent generally consistent with that described in the Landscape and Open Space Strategy (LOSS). The active open space (<b>Sportsfields</b>) will comprise of:</p> <ul style="list-style-type: none"> <li>- 2 x international cricket fields,</li> <li>- 2 x double soccer fields,</li> <li>- 3 x international cricket / double soccer fields, and</li> <li>- 2 x playgrounds</li> </ul> <p>Works to be carried out to include:</p> <p><b>Sportsfield 1</b> (located in neighbourhood 1A)</p>	<p>Sportsfield 1 in Neighbourhood 1A- to be completed prior to the issue of the Subdivision Certificate for the creation of lots which are proposed to accommodate the 877th Equivalent Person (6% of the Projected Total Population)</p> <p>Sportsfield 2 in Neighbourhood 1A-</p>	\$13,253,161	<u>\$15,230,447</u>

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Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value (on or before 30 June 2018)	Column 7 Contribution Value (after 30 June 2018)
			<p>AFL (165x150) co-use with cricket (160x142), irrigation, floodlighting and practice nets. Amenities building with public toilets, spectator seating with shade canopy and car parking.</p> <p>Community facilities include a medium shelter with BBQ (1), share path, bicycle racks, pedestrian access paths, wayfinding signage, benches, bins, water bubbler, general landscaping and wildlife corridor planting.</p> <p><b>Sportsfield 2</b> (located in neighbourhood 1A)</p> <p>Double soccer field (100 x 76) co-use with Rugby League (122x68), irrigation, floodlighting and <del>practice nets</del> <u>half basketball court</u>. Amenities building with public toilets, spectator seating and car parking.</p> <p>Local Playground (LP03), medium shelter with BBQ, pedestrian access paths with pedestrian lighting, bicycle racks, wayfinding signage, benches, water bubbler, bins and general landscaping.</p> <p><b>Sportsfield 3</b> (located in Googong Common)</p> <p>AFL (<del>165x150</del> <u>158x129m + 5m safety zone</u>) co-use with cricket (160x142 <u>158x129m</u>), turf wicket <u>allowance (provided by Council when required)</u>, irrigation, floodlighting and practice nets. Amenities building (co-share with Sportsfield 4), spectator seating with shade canopy and car parking.</p>	<p>to be completed prior to the issue of a Subdivision Certificate for the creation of lots which are proposed to accommodate the 4,486<sup>th</sup> Equivalent Person (28% of the Projected Total Population).</p> <p>A sportsfield in Googong Common will be provided prior to the issue of a Subdivision Certificate for the creation of lots which are proposed to accommodate every subsequent 2,243<sup>rd</sup> Equivalent Person, up to the Projected Total Population.</p>		

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Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value (on or before 30 June 2018)	Column 7 Contribution Value (after 30 June 2018)
			<p><b>Sportsfield 4</b> (located in Googong Common)</p> <p>Double soccer field (400x76116x68m + 3m safety zone) co-use with cricket (460x142)158+129m + 5m safety zone), artificial wicket and Rugby League (422x68116x68m + 3m safety zone), irrigation, floodlighting and practice nets. Amenities building (co-share with Sportsfield 3), spectator seating with shade canopy and car parking. Access to Local Playground (LP06).</p> <p><b>Sportsfield 5</b> (located in Googong Common)</p> <p>Sportsfield: Double soccer field (400x76116x68m + 3m safety zone) co-use with cricket (1160x1429m) and Rugby League (422x68116x68m + 3m safety zone), irrigation, and floodlighting and practice nets. Amenities building (co-share with Sportsfield 6), spectator seating with shade canopy and car parking.</p> <p><b>Sportsfield 6</b> (located in Googong Common)</p> <p><del>Double</del>Single soccer field (400x76116x68m + 3m safety zone) co-use with cricket (160x142) and Rugby League (422x68116x68 + 3m safety zone), irrigation, floodlighting and practice nets. Amenities building (co-share with Sportsfield 5), informal spectator seating and car parking.</p> <p><b>Sportsfield 7</b> (located in Googong Common)</p> <p>Double soccer field (100x76) co-use with Rugby League (122x68), irrigation and floodlighting. Amenities building, spectator seating and car</p>			

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Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value (on or before 30 June 2018)	Column 7 Contribution Value (after 30 June 2018)
			<p>parking.</p> <p><u>Smart Cities</u> (located in the Googong Common)</p> <p><u>Installation of smart technology elements within the Googong Common as described in the Smart Cities Grant Agreement. This Work is not required to be carried out unless and until the Developer has entered into a separate written agreement with the Council for the payment to the Developer of funding under the Smart Cities Grant Agreement for the Work.</u></p>			
1.04 Embellishment of Courts	Open Space and Recreation	Public open space	<p>6 x <b>Netball courts</b> (located in Googong Common)</p> <p>Access to amenities in the Indoor Sports and Aquatic Centre</p>	To be completed prior to the issue of a Subdivision Certificate for the creation of lots which are proposed to accommodate the 5235th Equivalent Person (33% of the Projected Total Population)	\$643,763	<u>\$739,808</u>
1.05 Embellishment of Courts	Open Space and Recreation	Public open space	<p>10 x <b>Tennis courts</b> (4<del>2</del> courts will be in Neighbourhood 1 and <del>two</del><u>the equivalent of eight</u> courts <u>will be combined to establish a tennis club located in Neighbourhoods 3,4 Googong Common adjacent to Neighbourhood 2</u> and <u>5 Sportsfield 6</u>).</p> <p>Works for each pair of tennis courts include:</p>	2 tennis courts (No. 1 & 2) to be completed prior to the issue of a Subdivision Certificate for the creation of lots which are proposed	-\$1,035,291	<u>\$1,189,750</u>

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Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value (on or before 30 June 2018)	Column 7 Contribution Value (after 30 June 2018)
			<ul style="list-style-type: none"> <li>- lighting</li> <li>- courtside shelter</li> <li>- toilet and change facilities</li> </ul>	<p>to accommodate the 510th Equivalent Person (3% of the Projected Total Population).</p> <p><del>2</del>The equivalent of 8 tennis courts (<del>No. 3 &amp; 4</del>) to be completed prior to the issue of a Subdivision Certificate for the creation of lots which are proposed to accommodate the 5745<sup>th</sup>13,445<sup>th</sup> Equivalent Person (3678% of the Projected Total Population).</p> <p><del>2 more tennis courts to be completed prior to the issue of a Subdivision Certificate for the creation of lots which are proposed to accommodate every subsequent 3,141<sup>st</sup> Equivalent Person, up to the Projected Total Population.</del></p>		

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Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Contribution Category	Public Purpose	Manner and extent	Timing	Contribution Value (on or before 30 June 2018)	Contribution Value (after 30 June 2018)
1.06 Embellishment of Googong Common	Open Space and Recreation	Public open space	<p>The Developer is to embellish open space in Googong Common generally consistent with that described in the LOSS, specifications including:</p> <ul style="list-style-type: none"> <li>- Feature entry area to include paved access, arts and signage elements, shelters, feature planting, major water feature and access to creekline and carparking.</li> <li>- Hard landscaping to include share path, bush track and multi-use trail networks with lighting, bicycle racks, pedestrian access paths with pedestrian lighting, access to creekline and pedestrian bridges (6) across creekline, wayfinding &amp; <u>interpretive</u> signage and arts elements, benches, water bubblers, bins and carparking.</li> <li>- 2 x local playgrounds suitable for ages 1-12 years</li> <li>- 1 x regional playground suitable for all ages</li> <li>- 14 x small shelters, (<u>incorporating BBQ's in 4 of</u>),</li> <li>- <u>54</u> x <u>small/medium</u> shelters with BBQ, (<u>incorporating BBQ's in 2 of</u>),</li> <li>- <del>4 x <u>small</u> large shelters with interpretive signage,</del></li> <li>- <del>3 x medium shelter,</del></li> <li>- <del>4 x medium shelter with BBQ,</del></li> </ul>	To be completed in stages, in parallel with delivery of adjacent Sportsfields.	\$13,940,702	<u>\$16,020,565</u>

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Schedule 1 - 28.07.11 EXECUTION - Contribution Values indexed to 30 June 2011 in accordance with CPI

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Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value (on or before 30 June 2018)	Column 7 Contribution Value (after 30 June 2018)
			<ul style="list-style-type: none"> <li>- 3 x large shelter with BBQ, and</li> <li>- 1 x Community Garden</li> </ul>			
1.07 Embellishment of Hill 800	Open Space and Recreation	Public open space	<p>The Developer is to embellish open space in Hill 800 to be generally consistent with that described in the LOSS, specifications include:</p> <ul style="list-style-type: none"> <li>- Lookout structure with pedestrian access and interpretive signage.</li> <li>- Hard landscaping to include share path network, bicycle racks, wayfinding signage, 1 x small shelter with interpretive signage, water bubbler, bins and carparking.</li> <li>- Soft landscaping.</li> </ul>	To be completed prior to the issue of a Subdivision Certificate for the creation of lots which are proposed to accommodate the 9,423 <sup>rd</sup> Equivalent Person (60% of the Projected Total Population).	\$1,162,694	<u>\$1,336,160</u>
1.08 Embellishment of Neighbourhood parks	Open Space and Recreation	Public open space	<p>The Developer is to embellish Neighbourhood parks generally consistent with that described in the LOSS. Specifications for each park are listed below.</p> <p><i>Neighbourhood Park 1 (Neighbourhood 1)</i></p> <p>Hard landscaping to include share path network with lighting, bicycle racks, pedestrian access paths with pedestrian lighting, access to waterbodies, wayfinding signage and arts elements, benches, water bubblers, bins, 1 x Neighbourhood Playground (NPO1) suitable for all ages, and 1 x medium sized shelter with BBQ and an arts/water element. General landscaping and wildlife corridor planting.</p>	<p>First Neighbourhood park to be completed prior to the issue of a Subdivision Certificate for the creation of lots proposed to accommodate 510th Equivalent Person (3% of the Projected Total Population).</p> <p>A Neighbourhood park is to be provided prior to the</p>	\$4,183,373	<u>\$4,807,505</u>

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Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Contribution Category	Public Purpose	Manner and extent	Timing	Contribution Value (on or before 30 June 2018)	Contribution Value (after 30 June 2018)
			<p><i>Neighbourhood Park 2 (Neighbourhood 2)</i> Hard landscaping to include share path with lighting, bicycle racks, pedestrian access paths with pedestrian lighting, access across drainage corridor (WSUD element), wayfinding signage and arts elements, benches, water bubblers, bins, 1 x Neighbourhood Playground (NP02) suitable for all ages, 1 x small shelter, 1 x medium shelter with BBQ and an arts element. Soft landscaping to include feature planting at entries and general landscaping.</p> <p><i>Neighbourhood Park 3 (Neighbourhood 3)</i> Hard landscaping to include pedestrian access paths with pedestrian lighting, bicycle racks, wayfinding signage and minor arts element, benches, water bubblers, bins 1 x Neighbourhood Playground (NP03) suitable for all ages, 1 x medium sized shelter with BBQ. Soft landscaping to include feature planting at entries and general landscaping.</p> <p><i>Neighbourhood Park 4 (Neighbourhood 4)</i> Hard landscaping to include pedestrian access paths with pedestrian lighting, bicycle racks, wayfinding signage and minor arts element, benches, water bubblers and bins. 1 x Neighbourhood Playground (NP04) suitable for all ages and 1 x medium sized shelter with BBQ. Soft landscaping to include feature planting at entries and general landscaping.</p>	<p>issue of a Subdivision Certificate for the creation of lots which are proposed to accommodate every subsequent <del>3444</del><sup>4,205<sup>th</sup></sup> Equivalent Person, up to the Projected Total Population. (That is <a href="#">Neighbourhood park for NH2 by the 4,715<sup>th</sup> Equivalent Person.</a></p> <p><a href="#">Neighbourhood park for NH3 by the 8,920<sup>th</sup> Equivalent person.</a></p> <p><a href="#">Neighbourhood park for NH4 by the 13,125<sup>th</sup> Equivalent Person and</a></p>		

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Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value (on or before 30 June 2018)	Column 7 Contribution Value (after 30 June 2018)
			<p><i>Neighbourhood Park 5 (Neighbourhood 5)</i></p> <p>Hard landscaping to include pedestrian access paths with pedestrian lighting, bicycle racks, wayfinding signage and minor arts element, benches, water bubblers, bins-, 1 x Neighbourhood Playground (NP05) suitable for all ages and 1 x medium sized shelter with BBQ. Soft landscaping to include feature planting at entries and general landscaping.</p>	<p><a href="#">Neighbourhood park for NH5 by the 17,330<sup>th</sup> Equivalent Person)</a></p>		
1.09 Embellishment of Local parks	Open Space and Recreation	Public open space	<p>The Developer is to embellish local parks generally consistent with the LOSS. Specifications for each park are listed below:</p> <p><i>Local Park No. 1</i></p> <p>Hard landscaping to include pedestrian access paths with pedestrian lighting, bicycle racks, wayfinding signage and minor arts element, benches, water bubbler and bins. Car parking in adjacent streets. Community facilities include a small shelter (1). Soft landscaping to include feature planting at entries and general landscaping.</p> <p><i>Local Parks No. 2 &amp; 3</i></p> <p>Hard landscaping to include entry arts element with signage, pedestrian access paths with pedestrian lighting, bicycle racks, wayfinding signage and minor arts element, benches, water</p>	<p>First local park to be completed prior to the issue of a Subdivision Certificate for the creation of lots which are proposed to accommodate 1208 Equivalent Persons (7.7% of the Projected Total Population).</p> <p>Embellishment of a further local park is to be completed prior to the issue of a Subdivision Certificate for the creation of lots which are proposed</p>	\$3,486,144	<u>\$4,006,254</u>

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Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value (on or before 30 June 2018)	Column 7 Contribution Value (after 30 June 2018)
			<p>bubbler and bins. Car parking in adjacent streets. Community facilities include Local Playground (LP02) and three (3) small sized shelters – one (1) BBQ, one (1) interpretive signage. Soft landscaping to include feature planting at entries and general landscaping.</p> <p><i>Local Park No. 4</i></p> <p>Hard landscaping to include pedestrian access paths with pedestrian lighting, bicycle racks, wayfinding signage and minor arts element, small shelter (1), benches, water bubbler and bins. Car parking in adjacent streets. Soft landscaping to include feature planting at entries and general landscaping.</p> <p><i>Local Park No. 5 &amp; 6</i></p> <p>Hard landscaping to include pedestrian access paths with pedestrian lighting, bicycle racks, wayfinding signage and minor arts element, small shelter (1), benches, water bubbler and bins. Car parking in adjacent streets. Soft landscaping to include feature planting at entries and general landscaping.</p> <p><i>Local Park No. 7</i></p> <p>Hard landscaping to include pedestrian access paths with pedestrian lighting, bicycle racks, wayfinding signage and minor arts element, small shelter (1), benches, water bubbler and bins. Car parking in adjacent streets. Soft landscaping to include feature planting at entries and general</p>	to accommodate every subsequent 4208 <sup>th</sup> 1,343 <sup>rd</sup> Equivalent Person, up to the Projected Total Population.		

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Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value (on or before 30 June 2018)	Column 7 Contribution Value (after 30 June 2018)
			<p>landscaping.</p> <p><i>Local Park No. 8</i></p> <p>Hard landscaping to include pedestrian access paths with pedestrian lighting, bicycle racks, wayfinding signage and minor arts element, benches, water bubbler and bins. Car parking in adjacent streets. Community facilities include Local Playground (LP04) and small shelter (1). Soft landscaping to include feature planting at entries and general landscaping.</p> <p><i>Local Park No. 9</i></p> <p>Hard landscaping to include pedestrian access paths with pedestrian lighting, bicycle racks, wayfinding signage and minor arts element, small shelter (1), benches, water bubbler and bins. Car parking in adjacent streets. Soft landscaping to include feature planting at entries and general landscaping.</p> <p><i>Local Park No. 10</i></p> <p>Hard landscaping to include pedestrian access paths with pedestrian lighting, bicycle racks, wayfinding signage and minor arts element, small shelter (1), benches, water bubbler and bins. Car parking in adjacent streets. Soft landscaping to include feature planting at entries and general landscaping.</p> <p><i>Local Park No. 11</i></p>			

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Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Contribution Category	Public Purpose	Manner and extent	Timing	Contribution Value (on or before 30 June 2018)	Contribution Value (after 30 June 2018)
			<p>Hard landscaping to include pedestrian access paths with pedestrian lighting, bicycle racks, wayfinding signage and minor arts element, benches, water bubbler and bins. Car parking in adjacent streets. Community facilities include Local Playground (LP07) and a small sized shelter (1). Soft landscaping to include feature planting at entries and general landscaping.</p> <p><i>Local Park No. 12</i></p> <p>Hard landscaping to include pedestrian access paths with pedestrian lighting, bicycle racks, wayfinding signage and minor arts element, small shelter (1), benches, water bubbler and bins. Car parking in adjacent streets.</p> <p>Soft landscaping to include feature planting at entries and general landscaping.</p> <p><i>Local Park No. 13</i></p> <p>Hard landscaping to include pedestrian access paths with pedestrian lighting, bicycle racks, wayfinding signage and minor arts element, benches, water bubbler and bins. Car parking in adjacent streets. Community facilities include Local Playground (LP08) and a small sized shelter (1). Soft landscaping to include feature planting at entries and general landscaping.</p>			

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Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value (on or before 30 June 2018)	Column 7 Contribution Value (after 30 June 2018)
1.10 Civic space - Embellishment of local open space	Open Space and Recreation	Public open space	<p>The Developer is to embellish civic spaces to be generally consistent with that described in the LOSS. Specifications for each of the civic spaces are listed below.</p> <p><i>1 x civic space located in Neighbourhood 2</i></p> <p>Hard landscaping to include feature paved access/spaces, pedestrian lighting, major arts/water element, minor arts and signage elements, wayfinding signage, benches, water bubblers, bins, 1 x medium shelter. Soft landscaping to include street trees, feature planting at key areas and general landscaping.</p> <p><i>1 x civic space located in each of Neighbourhoods 1A, 3, 4 and 5</i></p> <p>Hard landscaping to include feature paved access/spaces, pedestrian lighting, minor arts and signage elements, wayfinding signage, benches, water bubblers, bins and 1 x medium shelter. Soft landscaping to include street trees, feature planting at key areas and general landscaping.</p>	<p>First civic space to be completed prior to the issue of a Subdivision Certificate for development to accommodate 3,141st equivalent persons (20% of the Projected Total Population)</p> <p>An additional civic space is to be completed prior to the issue of a Subdivision Certificate for every subsequent 344<sup>th</sup> 3,547<sup>th</sup> equivalent person.</p>	\$2,556,506	<u>\$2,937,920</u>
1.11 Environmental management - Embellishment of local open space	Open Space and Recreation	Public open space	<p><b>Drainage Reserves</b></p> <p>The Developer is to restore the bushland generally consistent with the LOSS, comprising:</p> <ul style="list-style-type: none"> <li>- bushland regeneration – removal of weeds/burns/soil scarification/introduced planting, or</li> <li>- assisted bushland regeneration – the above and replanting of species missing</li> </ul>	Embellishments to be provided progressively prior to the issue of a Subdivision Certificate for adjacent development (or in respect of Drainage Reserve Works, as	\$6,346,074	<u>\$7,292,867</u>

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Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Contribution Category	Public Purpose	Manner and extent	Timing	Contribution Value (on or before 30 June 2018)	Contribution Value (after 30 June 2018)
			<p>from the vegetation structure, or</p> <ul style="list-style-type: none"> <li>- bushland reconstruction – the above and replanting of vegetation (where little veg exists).</li> </ul> <p>Hard landscaping included above within Googong Common section.</p> <p>Soft landscaping to include screen planting and general landscaping of water recycling plant drainage reserve</p> <p><b>Buffer Corridor - Old Cooma</b></p> <p>Generally consistent with the LOSS.</p> <p>Hard landscaping to include a path within open space, wayfinding signage and benches.</p> <p>Soft landscaping to include general landscaping to meet APZ requirements.</p> <p><b>Googong Dam Road</b></p> <p>Generally consistent with the LOSS.</p> <p>Hard landscaping to include pedestrian access paths, wayfinding signage and benches.</p> <p>Soft landscaping to include general landscaping to meet APZ requirements.</p> <p><b>Dam Foreshore Protection</b></p>	required to facilitate efficient drainage works).		

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Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value (on or before 30 June 2018)	Column 7 Contribution Value (after 30 June 2018)
			<p>Generally consistent with the LOSS.</p> <p>Hard landscaping to include bush track, small shelter with 1 x interpretive signage, wayfinding signage and benches.</p> <p>Soft landscaping to include bushland restoration and general landscaping to meet designation requirements.</p> <p><b>Pink Tailed Worm Lizard Conservation Area</b></p> <p>Works as described in the Pink Tailed Worm Lizard Impact Assessment report prepared by Biosis dated January 2011 including:</p> <ul style="list-style-type: none"> <li>• Removal of exotic woody vegetation</li> <li>• Translocation of rocks into the PTWL Conservation PTWL</li> <li>• Revegetation with native grasses</li> <li>• Establish a fence around the boundary of the Conservation Area</li> </ul>			
1.12 Maintenance of local open space	Open Space and Recreation	Public open space	In accordance with Clause 8 of this Agreement.	To be provided continuously until a date to be agreed between the parties	NIL see Clause 8	<u>NIL</u>
<p><i>Sum of Contribution Values (on or before 30 June 2018) for the Open Space and Recreation Contribution Category is \$57,828,590</i></p> <p><i>Sum of Contribution Values (after 30 June 2018) for the Open Space and Recreation Contribution Category is \$ 66,456,245</i></p>						
2.01 Dedication of land for	On-site Community	Public civic and community service	The Developer is to dedicate 12,000 square metres of land on which Item 2.02 will be	To be dedicated in accordance with the	\$934,200	<u>\$1,073,577</u>

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Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value (on or before 30 June 2018)	Column 7 Contribution Value (after 30 June 2018)
multipurpose centre	Facilities & Services	facilities	constructed	timing set out for Item 2.02, and clause 9.3 of this Agreement.		
2.02 Design and Construction of the Multipurpose centre	On-site Community Facilities & Services	Public civic and community service facilities	<p>The Developer is to build a multi-purpose community centre with a maximum gross floor area of 2,615 square metres and located in or adjacent to the Town Centre.</p> <p>This Item is to be constructed in <del>32</del> stages:</p> <ul style="list-style-type: none"> <li>- Stage 1 to include up to <del>695sqm</del> <u>1,175sqm</u> including a community hall, <u>community space</u>, meeting and activity rooms, Council shopfront and offices, <u>and</u></li> <li>— Stage 2 to include up to <del>480sqm for community space (cumulative total 1,175sqm)</del>, <u>and</u></li> <li>- <del>Stage 3 to include up to 1440sqm</del> <u>1,440sqm</u> including a branch library, senior citizens space, space for aged care services (cumulative total 2,615sqm).</li> </ul>	<p>Stage 1 – To be completed prior to the issue of the Subdivision Certificate for the creation of lots which are proposed to accommodate the <del>5,182<sup>nd</sup></del> <u>7,305<sup>th</sup></u> Equivalent Person (<del>33.342</del> <u>1</u>% of The Projected Total Population)</p> <p>Stage 2 – To be completed prior to the issue of the Subdivision Certificate for the creation of lots which are proposed to accommodate the <del>10,365<sup>th</sup></del> <u>14,435<sup>th</sup></u> Equivalent Person (<del>66.783</del> <u>3</u>% of the Projected Total Population).</p> <p>Stage 3 – To be</p>	\$11,927,986	<u>\$13,707,565</u>

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Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value (on or before 30 June 2018)	Column 7 Contribution Value (after 30 June 2018)
				completed prior to the issue of the Subdivision Certificate for for the creation of lots which are proposed to accommodate the 44,435 <sup>th</sup> Equivalent Person (90% of the Projected Total Population).		
2.03(a) Dedication of land for neighbourhood community facilities	On-site Community Facilities & Services	Public civic and community service facilities	The Developer is to dedicate 2 X 1,350 sqm sites on which the facilities in item 2.03(b) will be constructed.	To be dedicated in accordance with the timing set out for Item 2.03(b), and clause 9.3 of this Agreement.	\$700,650	<u>\$805,182</u>
2.03(b) Design and construction of neighbourhood community	On-site Community Facilities & Services	Public civic and community service facilities	The Developer is to provide 2- Neighbourhood community facilities each of approximately 450 sqm (equating to a maximum of 900 sqm) to be provided in Neighbourhoods 1A and 4.	1 <sup>st</sup> Neighbourhood community facility is to be completed prior to the issue of a Subdivision	\$3,388,224	<u>\$3,893,725</u>

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Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Contribution Category	Public Purpose	Manner and extent	Timing	Contribution Value (on or before 30 June 2018)	Contribution Value (after 30 June 2018)
facilities			Works to include: - meeting, kitchen, and storage and amenities space	Certificate for the creation of lots which are proposed to accommodate the 3,000 <sup>th</sup> Equivalent Person.  2 <sup>nd</sup> Neighbourhood community facility is to be completed prior to the issue of a Subdivision Certificate for the creation of lots which are proposed to accommodate the 13,000 <sup>th</sup> Equivalent Person.		
2.04 Maintenance of community facilities	On-site Community Facilities & Services	Public civic and community service facilities	In accordance with the provisions of clause 8 of this Agreement.	To be provided continuously until a date to be agreed between the parties.	NIL	<u>Nil</u>
2.05 Dedication of land for the Indoor Sports and Aquatic Centre	On-site Community Facilities & Services	Public civic and community service facilities.	Subject to detailed design and final survey the Developer is to dedicate 20,000sqm of land on which Item 2.06 will be constructed.	To be dedicated in accordance with the timing set out for Item 2.06, and clause 9.3 of this Agreement, or at such earlier time as is determined by the	\$1,557,000	<u>\$1,789,294</u>

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Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value (on or before 30 June 2018)	Column 7 Contribution Value (after 30 June 2018)
				Developer in its discretion.		
2.06 Design and construction of the -Indoor Sports and Aquatic Centre	On-site Community Facilities & Services	Public civic and community service facilities.	<p><del>Developer to complete the following Works:</del>  <u>Developer to build a community indoor sports and aquatic centre with a maximum gross floor area of 4,200 square metres including:</u></p> <ul style="list-style-type: none"> <li>- an indoor aquatic hall,</li> <li>- 25m x 8 lane pool,</li> <li>- 50 square metres children's wading pool,</li> <li>- amenities, foyer, reception, administration, kiosk, plant and storage,</li> <li>- a two-court indoor sports hall with tiered seating,</li> <li>- car parking and soft landscaping.</li> </ul>	To be completed prior to the issue of a Subdivision Certificate for the creation of lots which are proposed to accommodate the 11,779 <sup>th</sup> Equivalent Person (75% of the Projected Total Population)	\$15,040,579	<u>\$17,284,536</u>
2.07 Community Development Worker	On-site Community Facilities & Services	Local Community Service	<p>The Developer will seed fund the employment of a community development worker until the Development is completed.</p> <p>The position will start on a part-time basis and increase hours as the population grows.</p> <p>The position is to be designed to complement services provided by Council and the community development worker will liaise with relevant Council personal where appropriate.</p>	Community Development Worker to commence prior to the issue of a Subdivision Certificate for the creation of lots which are proposed to accommodate the 555 <sup>th</sup> Equivalent Person (10% of the Projected Total Population). The	N/A	<u>N/A</u>

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Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value (on or before 30 June 2018)	Column 7 Contribution Value (after 30 June 2018)
				position will be ongoing for the duration of the Development.		
2.08 Dedication of land for a Rugby Union Football club	On-Site Community Facilities and Services	Public Civic and community service facilities	<p>The Developer is to dedicate the Rugby Club Land to the Rugby Club (or the Council as the case may be) in accordance with clause 8A of this Agreement.</p> <p>Note that the size of Rugby Club Land transferred or dedicated by the Developer to the Rugby Club will reduce the area of land to be dedicated under Item 1.01 of this Schedule for Gooqong Common and Hill 800.</p>	To be dedicated in accordance with clause 8A.1 of this Agreement	N/A	Nil
<p>Sum of Contribution Values (on or before 30 June 2018) for the On-site Community Facilities &amp; Services Contribution Category is \$33,548,639</p> <p>Sum of Contribution Values (after 30 June 2018) for the On-site Community Facilities &amp; Services Contribution Category is \$38,553,879</p>						
3.01- Monetary contribution towards the Queanbeyan City Cultural Centre	Off-site Community Facilities	Public civic and community service facilities	<p>The Developer is- to pay per dwelling monetary contributions as determined by the following formula:</p> <p>Cultural Centre Average Contribution Per Dwelling = Work – (Grant + Fund) / Dev</p> <p>Where</p> <p>Work = \$7,000,000</p> <p>Fund = funding from other sources</p> <p>Grant = grants plus other Council funding</p> <p>Dev = Total estimated future potential city development identified in Council's Contribution's Plan 2005 (as at January 2007) + additional</p>	To be paid on a per dwelling basis prior to the issue of a Subdivision Certificate for the creation of lots.	\$791,603	\$909,705

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Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value (on or before 30 June 2018)	Column 7 Contribution Value (after 30 June 2018)
			<p>estimated future dwellings in Urban Release Areas identified in Queanbeyan Residential and Economic Strategy 2031.</p> <p>Therefore</p> <p>Cultural Centre Average Contribution Per Dwelling = \$7,000,000 – (\$4,837,840) / (5,951 + 10,000) = \$133.55*</p> <p>*Indexed to 30 June 2011 = \$141</p>			
<p><i>Sum of Contribution Values (on or before 30 June 2018) for Off Site Community Facilities Contribution Category is \$791,603</i></p> <p><i>Sum of Contribution Values (after 30 June 2018) for Off Site Community Facilities Contribution Category is \$ 909,705</i></p>						
4.01 Dedication of land for local roads	On-Site Local Roads	Provided to meet the demands of the of Development	<p>The Developer is to dedicate 20.7ha of land on which the Works set out in Item 4.02 will be carried as shown on the Street Network Plan in Schedule 4 comprising:</p> <p>AV1 - -6900m X 30m = 20.7 ha</p>	To be dedicated in accordance with the timing set out for Item 3.02, and clause 9.3 of this Agreement.	\$1,525,549	<u>\$1,753,151</u>
4.02 Design and construction of On-Site Local roads	On-site Local Roads	Provide to meet the demands of the of development	<p>The Developer is to construct the following as shown on:</p> <ul style="list-style-type: none"> <li>- the Street Network Plan in Schedule 4, and</li> <li>- the Development Consents granted for the Development.</li> </ul> <p>Works to include:</p> <ul style="list-style-type: none"> <li>- Old Cooma Road / Googong Dam Road</li> </ul>	<p>To be provided;</p> <p>(a) Prior to the issue of a Subdivision Certificate for the Stage containing the works or;</p>	\$56,568,149	<u>\$65,007,752</u>

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Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Contribution Category	Public Purpose	Manner and extent	Timing	Contribution Value (on or before 30 June 2018)	Contribution Value (after 30 June 2018)
			Intersection \$969,208 - AV1 (Old Cooma Road Diversion Carriageway) \$6,731,593 - AV1 (Old Cooma Road Diversion) – Bridge \$810,611 - Old Cooma Road / Googong Avenue – Traffic Signals \$2,659,249 - AV1 (Googong Avenue – Carriageway) \$24,233,734 - AV1 (Googong Avenue) – Bridge over Montgomery Creek \$2,138,132 - AV1 (Googong Avenue – RCBC over Montgomery Creek) \$1,210,042 - AV1 (Googong Avenue) – Traffic Signals at NH1A Village Centre \$234,960 - Googong Dam Road Upgrade \$963,334 - AV1 (Googong Avenue and Old Cooma Road Diversion) WSUD and landscaping \$16,617,286 - <u>Installation of smart technology elements within the on-site local roads as described in the Smart Cities Grant Agreement. This Work is not required to be carried out unless and until the Developer has entered into a separate written agreement with the Council for the payment to the Developer of funding under the Smart Cities Grant Agreement for the Work.</u>	(b) Prior to the issue of a Subdivision Certificate for the creation of lots that will generate the traffic that warrants the construction of the works;  whichever is the earlier.		

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Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value (on or before 30 June 2018)	Column 7 Contribution Value (after 30 June 2018)
4.03 -Provision of local bus infrastructure	On-site Local Roads	Local public transport	The Developer to supply and install 16 bus shelters and bus signage to be distributed in the Neighbourhood Centres, Town Centre and along Googong Avenue.  The location of the shelters is to be as shown in the Development Consents for the Development.	To be completed prior to the issue of a Subdivision Certificate for adjacent development.	\$313,724	<u>\$360,530</u>
<p>Sum of Contribution Values (on or before 30 June 2018) for On Site Local Roads Contribution Category is \$58,407,422</p> <p>Sum of Contribution Values (after 30 June 2018) for On Site Local Roads Contribution Category is \$ 67,121,433</p>						
5.01 Off-site Local Roads	Off-site Local Roads	Provide to meet the demands of the of development	<p>The Developer is to pay monetary contributions on a per dwelling basis -related to Council's delivery of the following road works, <del>noting that:</del></p> <ul style="list-style-type: none"> <li>• <del>The apportionment of Off-site Local Roads funded by the Developer is in accordance with table 15 of the Gabites Porter, Queanbeyan 2034 Traffic Report, dated June 2009.</del></li> <li>• <del>The cost of road works is derived from the GHD Report for South Queanbeyan Roads Cost Estimates, dated February 2009 and addendum dated 7 April 2009, with the exception of:</del> <ul style="list-style-type: none"> <li>◦ <del>Old Cooma Road (Googong to Edwin Land Parkway) costs are based on the Brown Consulting Old Cooma Road Realignment PSP Report, dated January 2010.</del></li> <li>◦ <del>Edwin Land Parkway (Jerrabomberra to OCR single carriageway each direction)</del></li> </ul> </li> </ul>	To be paid on a per dwelling basis prior to the issue of a Subdivision Certificate for the creation of lots.	\$53,394,849	<u>\$39,718,642.39</u>

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Schedule 1 - 28.07.11 EXECUTION - Contribution Values indexed to 30 June 2011 in accordance with CPI

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Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Contribution Category	Public Purpose	Manner and extent	Timing	Contribution Value (on or before 30 June 2018)	Contribution Value (after 30 June 2018)
			<p>based on calculated estimate of the funding shortfall of \$2.778M + GST after government grants (est \$6M including GST) and 694 contributions collected by Council are deducted from the \$14.23M (exc GST) road cost estimate (CHD, page 12 + Indexation Sydney CPI)</p> <p>Link Upgrades</p> <ul style="list-style-type: none"> <li>- 4 lane Old Cooma Road <u>Stage 1</u> (Googong to Edwin Land Parkway (ELP)) <del>\$18,068,682 comprising 11,951,360</del> <ul style="list-style-type: none"> <li>o \$7,451,294 Stage 1 works and land acquisition being the Quarry bypass.</li> </ul> </li> </ul> <p>\$10,617,472 Stage 2 works being the road duplication</p>	<p>Stage 1 works to be completed by Council by the date on which the Developer makes an application for a Subdivision Certificate for the creation of lots which are proposed to accommodate the 982<sup>nd</sup> Equivalent Person.</p> <p>Stage 2 works to be completed by Council by the date on which the Developer makes an application for a Subdivision Certificate for the</p>		

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Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value (on or before 30 June 2018)	Column 7 Contribution Value (after 30 June 2018)
				creation of lots which are proposed to accommodate the 9958 <sup>th</sup> Equivalent Person.		
			4 lane Old Cooma Road (ELP to Southbar) \$4,627,655,135,990.00	Works to be completed by Council by the date on which the Developer makes an application for Subdivision Certificate for the creation of lots which are proposed to accommodate the 9958 <sup>th</sup> Equivalent Person.		
			<del>4 lane Monaro Street (Atkinson Street to Bridge) \$279,622</del>	<del>Works to be completed by Council by the date on which the Developer makes an application for a Subdivision Certificate for the creation of lots which are proposed</del>		

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Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value (on or before 30 June 2018)	Column 7 Contribution Value (after 30 June 2018)
				to accommodate the <del>622<sup>nd</sup> Equivalent Person</del>		
			- 2 lanes ELP extension (JerrabomberraStringybark to Old Cooma Road) \$1,207,310,928,299	Works to be completed by Council by the date on which the Developer makes an application for a Subdivision Certificate for the creation on lots which are proposed to accommodate the 3734 <sup>th</sup> Equivalent Person.		
			- 2 lanes Ellerton Drive extension \$25,437,558,288,329	Works to be completed by Council by the date on which the Developer makes an application for a Subdivision Certificate for the creation of lots which are proposed to accommodate the 3734 <sup>th</sup> Equivalent Person.		

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Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value (on or before 30 June 2018)	Column 7 Contribution Value (after 30 June 2018)
			Intersection Upgrades — Cooma / ELP \$2,351,440	Works to be completed by Council by the date on which the Developer makes an application for a Subdivision Certificate for the creation of lots which are proposed to accommodate the 6,840 <sup>th</sup> Equivalent Person.		
			Tomsitt/ELP/Jerrabomberra \$56,714	Works to be completed by Council by the date on which the Developer makes an application for a Subdivision Certificate for the creation of lots which are proposed to accommodate the 9058 <sup>th</sup> Equivalent Person.		

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Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value (on or before 30 June 2018)	Column 7 Contribution Value (after 30 June 2018)
			Tompitt / New Link \$250,462	Works to be completed by Council by the date on which the Developer makes an application for a Subdivision Certificate for the creation of lots which are proposed to accommodate the 15,603 <sup>rd</sup> Equivalent Person.		
			— Cooma/Rutledge/Lowe \$430,385	Works to be completed by Council by the date on which the Developer makes an application for a Subdivision Certificate for the creation of lots which are proposed to accommodate the 15,603 <sup>rd</sup> Equivalent Person.		
			— Cooma/Fergus \$156,731	Works to be completed by Council by the date on which the Developer makes an application for a		

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Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value (on or before 30 June 2018)	Column 7 Contribution Value (after 30 June 2018)
				Subdivision Certificate for the creation of lots which are proposed to accommodate the 15,693 <sup>rd</sup> Equivalent Person.		
			- Cooma/Thornton/Barracks Flat \$239,259	Works to be completed by Council by the date on which the Developer makes an application for a Subdivision Certificate for the creation of lots which are proposed to accommodate the 15,693 <sup>rd</sup> Equivalent Person.		
			Lanyon/Southbar \$56,944	Works to be completed by Council by the date on which the Developer makes an application for a Subdivision Certificate for the creation of lots which are proposed to accommodate the 9,958 <sup>th</sup> Equivalent Person.		

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Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value (on or before 30 June 2018)	Column 7 Contribution Value (after 30 June 2018)
			- Lanyon/Canberra \$71,5405,702,866	Works to be completed by Council by the date on which the Developer makes an application for a Subdivision Certificate for the creation of lots which are proposed to accommodate the 622 <sup>nd</sup> Equivalent Person.		
			Monaro / Yass / Bungendore \$59,790	Works to be completed by Council by the date on which the Developer makes an application for a Subdivision Certificate for the creation of lots which are proposed to accommodate the 6,840 <sup>th</sup> Equivalent Person.		
			Monaro / Atkinson \$19,822	Works to be completed by Council by the date on which the Developer makes an application for a Subdivision		

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Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value (on or before 30 June 2018)	Column 7 Contribution Value (after 30 June 2018)
				Certificate for the creation of lots which are proposed to accommodate the 3,734 <sup>th</sup> Equivalent Person.		
			Yass / Aurora \$71,856	Works to be completed by Council by the date on which the Developer makes an application for a Subdivision Certificate for the creation of lots which are proposed to accommodate the 9,958 <sup>th</sup> Equivalent Person.		
			- <u>Yass/Hinksman \$1,711,798</u>	<u>Works to be completed by Council by the date on which the Developer makes an application for a Subdivision Certificate for the creation of lots which are proposed to accommodate the 3734<sup>th</sup> Equivalent Person.</u>		

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Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value (on or before 30 June 2018)	Column 7 Contribution Value (after 30 June 2018)
<u>5.02 Principal and interest on Ellerton Drive Extension loan</u>	<u>Off-site Local Roads</u>		<u>The Developer is to repay the principal and interest on the Ellerton Drive Extension loan taken out by the Council, the total amount being \$19,507,421.</u>	<u>The monetary contribution to be paid in instalments quarterly over 10 years commencing on the date of the LPA Deed of Variation</u>		<u>\$19,507,421</u>
<i>Sum of Contribution Values for (on or before 30 June 2018) for Off-site Local Roads Contribution Category is \$53,394,849</i>						
<i>Sum of Contribution Values (after 30 June 2018) for Off-site Local Roads Contribution Category is \$59,226,064</i>						
6.01 Dedication of land for drainage and stormwater	Drainage and stormwater management	Public infrastructure – drainage and stormwater management	The Developer is to dedicate 35.32 hectares of land that serves the stormwater management needs of buildings in Googong, on which the Works set out in Item 6.02 will be carried out.	To be dedicated in accordance with the timing set out for Item 6.02, and clause 9.3 of this Agreement.	\$733,243	<u>\$842,638</u>
6.02 Drainage and stormwater management facilities	Drainage and stormwater management	Public infrastructure – drainage and stormwater management	The Developer is to complete Works that meet the stormwater management needs of development in Googong, generally including the following: <ul style="list-style-type: none"> <li>- Trunk drainage pipelines</li> <li>- Off-line retention basins</li> </ul> <p>Note that landscaping for drainage reserves is included in item 1.11.</p>	As required by the Development Consents for the Development or as required to enable efficient stormwater management Works to be constructed	\$9,437,973	<u>\$10,846,058</u>
<i>Sum of Contribution Values (on or before 30 June 2018) for the Drainage and Stormwater Contribution Category is \$10,171,216</i>						
<i>Sum of Contribution Values (after 30 June 2018) for the Drainage and Stormwater Contribution Category is \$11,688,696</i>						
7.01 Land for sewer, potable Water and Recycled water	Sewer, Potable Water and Recycled Water	Provide sewage infrastructure to meet the demands of the	Subject to detailed design and final survey, the Developer is to dedicate 1.5567 hectares of land <u>zoned SP2</u> on which the Works set out in Item 7.02 will be carried out.	To be dedicated progressively in accordance with the timing set out for	\$110,547	<u>\$127,040</u>

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Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value (on or before 30 June 2018)	Column 7 Contribution Value (after 30 June 2018)
Infrastructure	Infrastructure	Development		Item 7.02, and clause 9.3 of this Agreement.		
-7.02 Sewer, Potable Water and Recycled Water Infrastructure	Sewer, Potable Water and Recycled Water Infrastructure	Provide sewage infrastructure to meet the demands of the Development	<p>The Developer is to complete and dedicate the Works that meet the water supply and sewage treatment needs of each Neighbourhood and Hamlet, including the following:</p> <ul style="list-style-type: none"> <li>- Potable Water pump station &amp; treatment (CL + pH) Potable part of a potable water rising main</li> <li>- Potable water reservoir</li> <li>- Potable water distribution mains</li> <li>- Waste water collection system (trunk mains, rising mains, PS)</li> <li>- Water recycling plant (incl. recycled water PS)</li> <li>- Recycled water rising mains</li> <li>- Recycled water reservoir <del>(Note 1)</del></li> <li>- Recycled water distribution mains</li> <li>- Excess recycled water discharge from site</li> </ul>	To be provided in Phases with each Phase to be constructed prior to the issue of a Subdivision Certificate for the creation of lots that would generate the demand that exceeds the capacity of the previous Phase, or as agreed between the parties based on actual population growth.	\$88,957,970	<u>\$87,946,055.20</u>
7.03 Water saving initiative	Sewer, Potable Water and Recycled Water Infrastructure	Conservation and Environment	The Developer is to ensure that all dwellings that form part of the Development are to be constructed so as to provide a minimum of 50% potable water saving (which exceeds the BASIX Criteria of 40% at the date of this agreement), and target up to 70% potable water saving – in	Prior to the issue of development consent or complying development certificate for	NIL	<u>Nil</u>

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Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value (on or before 30 June 2018)	Column 7 Contribution Value (after 30 June 2018)
			accordance with the requirements of the <i>Queanbeyan Residential and Economic Strategy dated April 2007.</i>	dwellings.		
<u>7.04 Sewer, Potable Water and Recycled Water Infrastructure</u>	<u>Sewer, Potable Water and Recycled Water Infrastructure</u>	<u>Provide sewage and water infrastructure to meet the demands of the Development</u>	<u>The Developer has constructed the following works and is to dedicate them over to ICON Water Limited:</u> <ul style="list-style-type: none"> <li>- <u>Connection to the Icon Water DN1800 bulk water supply main.</u></li> <li>- <u>Potable Water pump station &amp; treatment (CL + ph)</u></li> <li>- <u>Part of two potable water rising mains.</u></li> <li>- <u>Associated communication interfaces with item 7.02 infrastructure.</u></li> </ul>	<u>To be agreed between the Developer and ICON Water Limited</u>		<u>\$14,283,870</u>
<i>Sum of Contribution Values (on or before 30 June 2018) for the Sewer Potable Water and Recycled Water Infrastructure Contribution Category is \$89,068,517</i> <i>Sum of Contribution Values (after 30 June 2018) for the Sewer Potable Water and Recycled Water Infrastructure Contribution Category is \$ 102,356,965</i>						
8.00 Provision of Affordable Home Packages	Other	Local community service	The Developer is to ensure that 10% of all dwellings in the Development (being up to 555 in total) are to be sold as Affordable Home Packages as defined in the Agreement.	To be provided progressively as part of the Development with a reconciliation against the target to be made with each review of the Agreement noting Affordable Home Packages will	NIL	<u>NIL</u>

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Column 1 Item	Column 2 Contribution Category	Column 3 Public Purpose	Column 4 Manner and extent	Column 5 Timing	Column 6 Contribution Value (on or before 30 June 2018)	Column 7 Contribution Value (after 30 June 2018)
				generally be provided in and around the town and neighbourhood centres.		
9.00 Energy saving initiative	Other	Conservation and Environment	The Developer is to ensure that all dwellings that form part of the Development are to be constructed so as to provide a 40% energy saving which exceeds the -BASIX Criteria of 25% energy saving.	Prior to the issue of development consent or complying development certificate for dwellings.	NIL	<u>NIL</u>
10.00 VPA Administration	Administration	Provide to meet the demands of the Development	<p>The Developer is to pay- monetary contributions as determined by the following formula:</p> <p>VPA Administration Cost Per Dwelling == <math>WcWnYn / Dev</math></p> <p>Where</p> <p>Wc = Estimated weekly cost of administration</p> <p>Wn = Number of weeks</p> <p>Yn = Number of years</p> <p>Dev = Total number of Dwellings in the Googong Urban Release Area</p> <p>Therefore</p> <p>VPA Administration Cost Per Dwelling == <math>\\$100 \times 52 \times 25 / 5550 = \\$23.42^*</math></p>	To be paid on a per dwelling basis prior to the issue of a Subdivision Certificate for the creation of lots.	\$138,819	<u>\$159,530</u>

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Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Item	Contribution Category	Public Purpose	Manner and extent	Timing	Contribution Value (on or before 30 June 2018)	Contribution Value (after 30 June 2018)
			*Amount indexed with Sydney CPI to 30 June 2011 = \$25			
<i>Sum of Contribution Values (on or before 30 June 2018) for the Administration Contribution Category is -\$138,819</i> <i>Sum of Contribution Values (after 30 June 2018) for the Administration Contribution Category is \$ 159,530</i>						
11.00	Ecological offsets	Conservation and Environment	<p>The Developer is to pay monetary contributions on a per dwelling basis towards ecological offsets for works on Old Cooma Road and Ellerton Drive as determined below.</p> <p>Old Cooma Road works require 7.5 ha of an endangered ecological community to be cleared. The agreed offset ratio is 1:6.7. Hence 50.25 ha of land is to be preserved for ecological purposes with a land value of \$2 sqm = \$1,005,000 of which 86.07% is attributed to Googong = \$865,003. Indexed to 30 June 2011 = \$889, 223</p> <p>Ellerton Drive works are estimated to require 7.2 ha of an endangered ecological community to be cleared. A conservative offset ratio is 1:10. Hence 72 ha of land is to be preserved for ecological purposes with a land value of \$2 sqm = \$1,440,000 of which 64.49% is attributable to Googong = \$928,656. Indexed to 30 June 2011 = \$954,658</p> <p>Hence the average cost per dwelling is \$865,003 + \$928,656 / 5550 = \$323 Indexed to 30 June 2011 = \$335</p>	To be paid on a per dwelling basis prior to the issue of a Subdivision Certificate for the creation of lots.	\$1,861,818	\$2,139,589
<i>Sum of Contribution Values (on or before 30 June 2018) for the Ecological Offsets Contribution Category is \$1,861,818</i> <i>Sum of Contribution Values (after 30 June 2018) for the Ecological Offsets Contribution Category is \$ 2,139,589</i>						

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Execution


Executed as a Deed


Dated: 13 January 2020

Executed on behalf of the Council in accordance with Resolution 429/19 passed by Council on 18 December 2019

  
General Manager **PETER TEAGALT**

  
Witness **MICHAEL J THOMPSON**

  
Mayor **TIM OVERALL**

  
Witness **MICHAEL J THOMPSON**

Executed on behalf of the Developer in accordance with s127(1) of the Corporations Act (Cth) 2001

  
Name/Position **BRENDAN DAVID GORE - DIRECTOR**

  
Name/Position **DOMENICO SCAFETTA - COMPANY SECRETARY**

**Deed of Variation to Googong Urban Development Local Planning Agreement**  
**Queanbeyan-Palerang Regional Council**  
**Googong Township Pty Limited**

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Appendix

(Clause 7)  
*Environmental Planning and Assessment Regulation 2000*  
(Clause 25E)

**Explanatory Note**

**Draft Deed of Variation to Googong Urban Development Local Planning Agreement**

Under cl25C(3) of the *Environmental Planning and Assessment Regulation 2000*

**Parties**

Queanbeyan-Palerang Regional Council ABN 95 933 070 982 of 257 Crawford Street,  
Queanbeyan NSW 2620 (**Council**)

and

Googong Township Pty Limited ABN 95 154 514 593 of Level 3, 64 Allara Street, Canberra  
ACT 2600 (**Developer**)

**Description of the Land to which the Draft Deed of Variation Applies**

The Land shown on the Map in Appendix 1 of the Planning Agreement.

**Description of Proposed Development**

As described in Schedule 4 of the Planning Agreement.

**Summary of Objectives, Nature and Effect of the Draft Deed of Variation**

**Objectives of Draft Deed of Variation**

The objective of the Draft Deed of Variation is to modify the Planning Agreement to modify the Development Contributions under the Planning Agreement, reflect that some land and works are to be provided to the Queanbeyan Rugby Union Football

**Deed of Variation to Googong Urban Development Local Planning Agreement**  
**Queanbeyan-Palerang Regional Council**  
**Googong Township Pty Limited**

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Club Incorporated, update the works schedule for offsite roads and update certain definitions and provisions regarding indexation.

**Nature of Draft Deed of Variation**

The Draft Deed of Variation is an amendment to the Planning Agreement but is not itself a planning agreement within the meaning of the Act.

**Effect of the Draft Deed of Variation**

The Draft Deed of Variation amends the Planning Agreement:

- To provide for the dedication of land to and carrying out of works by the Rugby Club at Googong Common and Hill 800, instead of the land being dedicated to Council and the works being carried out by the Developer, and to make consequential changes to the Planning Agreement;
- To update the definitions of types of development in the Planning Agreement;
- To provide that indexation of the Offsite Local Roads is to be calculated in accordance with the Producer Price Index (Output of the Construction industries - Road and bridge construction);
- To update the works schedule for Offsite Local Roads and to alter some Development Contributions including specifying that part of the monetary contributions for Offsite Local Roads will be paid quarterly over a period of 10 years towards Council's repayment of the principal and interest of a loan towards the Ellerton Drive extension;
- To amend the clause dealing with assignment and dealings such that certain restrictions to a sale or transfer of land do not apply where the Developer provides the Council with written evidence that the Developer will retain obligations under the Planning Agreement in respect of that land;
- To make other administrative changes to the Planning Agreement.

**Assessment of the Merits of the Draft Deed of Variation**

**The Planning Purposes Served by the Draft Deed of Variation**

The Draft Deed of Variation serves the planning purpose of providing public infrastructure for the benefit of the community and to address the demands of the Development. The Draft Deed of Variation also ensures the currency of the Planning Agreement is maintained.

**How the Draft Deed of Variation Promotes the Public Interest**

The Draft Deed of Variation promotes the public interest by promoting the objects of the Act in section 1.3(a)(c)(d)(e)(g) and ensuring that the currency of the Planning Agreement is maintained.

**For Planning Authorities:**

***Development Corporations - How the Draft Deed of Variation Promotes its Statutory Responsibilities***

N/A

**Deed of Variation to Googong Urban Development Local Planning Agreement**  
**Queanbeyan-Palerang Regional Council**  
**Googong Township Pty Limited**

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***Other Public Authorities – How the Draft Deed of Variation Promotes the Objects (if any) of the Act under which it is Constituted***

N/A

***Councils – How the Draft Deed of Variation Promotes the Elements of the Council's Charter***

The Planning Agreement is consistent with the following guiding principles for Councils set out in section 8A of the *Local Government Act 1993* (which have replaced the Council Charter) in that it provides for the effective, affordable and timely delivery of infrastructure and services to the Googong community:

*In exercising functions generally:*

- *Councils should provide strong and effective representation, leadership, planning and decision-making.*
- *Councils should carry out functions in a way that provides the best possible value for residents and ratepayers.*
- *Councils should plan strategically, using the integrated planning and reporting framework, for the provision of effective and efficient services and regulation to meet the diverse needs of the local community.*
- *Councils should manage lands and other assets so that current and future local community needs can be met in an affordable way.*
- *Councils should work with others to secure appropriate services for local community needs.*

***All Planning Authorities – Whether the Draft Deed of Variation Conforms with the Authority's Capital Works Program***

The Contribution Items which the Council will construct and for which the Council is collecting a contribution under the Planning Agreement (mainly off site local roads) are included in Council's Capital Works Program.

Other Contribution Items being provided by the Developer under the Planning Agreement, such as the provision of facilities and works, are not included in the Council's Capital Works Program.

***All Planning Authorities – Whether the Draft Deed of Variation specifies that certain requirements must be complied with before a construction certificate, occupation certificate or subdivision certificate is issued***

No.