

ITEM 4 POST EXHIBITION - TALLAWARRA LANDS PLANNING AGREEMENT

On 27 November 2023, Council resolved to exhibit the draft Planning Agreement as part of the Tallawarra Lands Concept Plan Approval issued in May 2013 by the (then) NSW Planning Assessment Commission under the former Part 3A (Major Infrastructure and Other Projects) provisions within the *Environmental Planning and Assessment Act 1979*.

The draft Planning Agreement and Explanatory Note were exhibited from 17 February to 17 March 2024 and 25 submissions were received. The Planning Agreement has been amended to respond to some of the identified concerns raised in submissions. It is recommended that the Planning Agreement be finalised.

RECOMMENDATION

The General Manager be granted the delegated authority to finalise and execute the Planning Agreement (Attachment 2) between Wollongong City Council, Bridgehill (Tallawarra) Pty Ltd and EnergyAustralia Tallawarra Pty Ltd for the Tallawarra Lands development.

REPORT AUTHORISATIONS

Report of: Chris Stewart, Manager City Strategy

Authorised by: Linda Davis, Director Planning + Environment - Future City + Neighbourhoods

ATTACHMENTS

- 1 Summary of Submissions
- 2 Planning Agreement

BACKGROUND

The Tallawarra lands is a 535.9ha precinct, located on the western side of Lake Illawarra. The site is bounded by Lake Illawarra shoreline to the east, Haywards Bay shoreline to the south, Princes Highway and Cormack Avenue to the west and Carlyle Avenue / Mount Brown Reserve / Wyndarra Way / Hector Harvey Park to the north.

The site has been used for power generation since the 1950s, with additional rural uses continuing on portions of the site. In 2003 the former coal-fired power station site was sold to a private energy company (TruEnergy). The company constructed the current Tallawarra A gas-fired power station which occupies 32.5ha and is now operated by Energy Australia. A second gas-fired / hydrogen capable power station, known as Tallawarra B, is under construction.

Between 2006 and 2008, a draft Local Environmental Study was prepared to guide future outcomes for the balance of the site. Given the large area and proximity to the Princes Highway and Power Station, employment generating land uses were considered a priority. The conservation of the environmental qualities of the site were also identified as a priority.

In 2010 as part of the Wollongong Local Environmental Plan (LEP) 2009, the site was rezoned to a mix of employment, residential and conservation zones.

Concept Plan

The Tallawarra Lands Concept Plan (MP 09_0131) was approved by the then NSW Planning Assessment Commission under the former Part 3A (Major Infrastructure and Other Projects) provisions within the *Environmental Planning and Assessment Act 1979*.

The Concept Plan proposes mixed use development across the site including residential, commercial, industrial and retail development, public open space areas, new recreation facilities, environmental management, conservation areas, and riparian corridors. The concept plan, as modified, included Condition A6, which states -

"The first future application must be an application to Council for superlot subdivision of the entire site and is generally in accordance with the plan titled 'Proposed First Super lot Subdivision Plan Rev 02' prepared by Bridgehill and dated 07 October 2020, with the land identified to be dedicated to TfNSW as a separate lot. In addition to other requirements of the Terms of Approval, this application must identify the sequential staging of the Concept Plan.

The application must address the interrelationship between the proposed sites created by the subdivision, and specifically how infrastructure delivery, revegetation, environmental measures and offsets that may be required to be provided on the Environmental Land lot or the Central lot would be assured.

In this regard, the timing for delivery of the east-west collector road and north-south collector road on the site must be determined in conjunction with the Superlot Subdivision, having regard to traffic impacts, connectivity requirements and flood safety. Where it is found that roads are required to be delivered in conjunction with the development of the Northern or Central Precincts, the approval is to include appropriate mechanisms (such as a binding agreements, easements, or creation of separate lots for any required roads) to enable and ensure delivery of the roadway(s).

Similarly, responsibilities and timing for any revegetation of land or transfer of environmental land as offset for the proposed Northern and Central precincts is to be addressed and as necessary, mechanisms incorporated to enable and ensure delivery of any required works or offsets."

Land transfer to Transport for NSW (TfNSW) for the Albion Park Rail Bypass and future stage 3 Yallah interchange was a specific request of Transport for NSW (Roads and Maritime Services) during the assessment of the Concept Approval application. Condition A6 from the 2020 modified Concept Approval includes the need for a specific lot to be created for dedication to Transport for NSW. Timing of road works associated with the future stage 3 Yallah interchange and south facing ramps on the M1 are subject to State infrastructure programming.

Bridgehill, as the proposed developer of the northern and central precincts of Tallawarra, is required to make a development contribution to the State Government for regional and State infrastructure. The contribution would be in the form of a Housing and Productivity Contribution.

The Concept Approval, as modified, also requires that the intersection of the Princes Highway and Yallah Bay Road be upgraded to a roundabout consistent with the approved Albion Park Rail Bypass project. These works are outside the scope of this Planning Agreement but will be covered by a separate Agreement between the developer and State Government.

In addition, the proponent included a Statement of Commitments with the Concept proposal. The proponent is requirement to meet those commitments when acting on the Concept Approval. The Statement of Commitments include, the need for the proponent to consult with Council on satisfactory arrangements for the provision of local infrastructure.

Development Control Plan

A draft Development Control Plan (DCP) chapter was submitted to Council on 6 April 2022 and reviewed by staff, with comments provided to the proponent on 15 July 2022. An amended DCP chapter was lodged on 24 February 2023. On 8 May 2023, Council resolved to exhibit the draft DCP chapter once additional information had been received from the proponent. The draft DCP Chapter was exhibited from 13 November 2023 to 13 December 2023. A separate post exhibition report on the draft DCP Chapter has been prepared for Council's consideration on 6 May 2024.

Development Application

On 18 November 2020, the first Development Application (DA) DA-2020/1332 was lodged for the site, being a superlot subdivision. A few outstanding issues needed to be resolved by the applicant prior to determination of the DA. This included the need for resolution of information requests made by TfNSW, which was resolved on 18 November 2022. In addition, the applicant is required to meet conditions A5 and A6 of the 2013 Concept Approval, as modified.

Condition A5 requires that development guidelines, formatted to be capable of being incorporated as a site-specific chapter within Wollongong Development Control Plan 2009, be prepared prior to development. As mentioned above, public exhibition of the DCP Chapter concluded on 13 December 2023 and a separate post exhibition report has been prepared for Council's consideration.

Condition A6 requires an appropriate mechanism to enable and ensure delivery of roads as detailed above. On 28 June 2022, the applicant confirmed with Council staff that use of a Planning Agreement is an acceptable mechanism to ensure that condition A6 of the Concept Plan approval is adhered to. This allowed for commencement of the negotiation of the draft Planning Agreement the subject of this report.

In addition, the superlot subdivision proposal includes the proposed creation of a lot of 4.34ha in size to be dedicated for future State Roads works.

Draft Planning Agreement

A Planning Agreement is a voluntary arrangement between a developer and public authority, in this case Council, to be used for or applied towards the provision of public infrastructure or another public purpose.

On 7 September 2023, the applicant provided a Letter of Offer to enter into a Planning Agreement under Section 7.4 of the *Environmental Planning and Assessment Act 1979* under which, the developer has proposed to deliver transport, open space, and environmental outcomes for development on the land, including -

- An East-West Link Road to provide a connection between the northern precinct and the proposed employment lands to the west and will join the existing Yallah Bay Road.
- A North-South Link Road to provide an eventual connection through the proposed southern precinct between Yallah Bay Road in the north and Haywards Bay Road in the south.
- An upgrade of Yallah Bay Road between Princes Highway and the East-West Link Road.
- Cormack Avenue Link Road to provide access for residents from Koonawarra through the proposed central precinct to the wider local road network.
- A multi-purpose playing field of 5 to 5.5 hectares in area.
- Open space at Tallawarra Point.
- A number of shared use pathways.
- Upgrade works to Hector Harvey Park.
- A cycling facility.
- Environmental outcomes for two identified sites including a Biodiversity Stewardship Agreement and Vegetation Management Plans.

The draft Planning Agreement does not seek to exempt the development from payment of the section 7.12 levy under the Wollongong City-wide Development Contributions Plan 2023. The above infrastructure items will be provided in addition to the development contributions. There is currently no intent or plans for the development of a contributions plan under section 7.11 of the *Environmental Planning & Assessment Act 1979* for Tallawarra.

The development is also subject to the NSW Housing and Productivity Contribution levy paid to the NSW Department of Planning, Housing and Infrastructure, which commenced on 1 October 2023. Therefore, the Planning Agreement offer does not include State infrastructure and is only proposed between Council and the developer and landowner.

The Planning Agreement, along with the proposed outcomes promote the objects outlined in section 1.3 of the *Environmental Planning and Assessment Act* by encouraging –

- The promotion of the orderly and economic use and development of land.
- The protection of the environment, including the conservation of threatened and other species of native animals and plants, ecological communities and their habitats.
- The promotion of good design and amenity of the built environment.

On 27 November 2023 Council considered a report on the draft Planning Agreement. Council resolved that –

- 1 *The draft Planning Agreement and Explanatory Note between Wollongong City Council, Bridgehill (Tallawarra) P/L and Energy Australia for the Tallawarra Lands Development, be exhibited for a period of at least 28 days.*
- 2 *If there are no submissions objecting to the proposal that cannot be resolved, the General Manager be delegated authority to determine, finalise and execute the Planning Agreement, including making minor amendments, after consideration of any issues raised in the public exhibition.*

The draft Planning Agreement was exhibited from 17 February to 17 March 2024.

PROPOSAL

In response to the exhibition process, 25 submissions were received. The submissions are summarised at Attachment 1 along with Council staff response to the issues raised. The submissions were received from –

- Three (3) submissions from State Agencies -
 - Transport for NSW.
 - NSW Environment Protection Authority.
 - NSW State Emergency Service.
- Six (6) submissions from community groups -
 - Australian Plant Society NSW.
 - Illawarra Bird Observers Club.
 - National Parks Association NSW.
 - WIRES Illawarra.
 - Friends of Tallawarra Wetlands.
 - Illawarra Birders.
- 16 submissions from community members/residents.

The submissions received have been considered by Council staff, with the main issues of concerns being:

- negative impacts on the environment, in particular the proposed southern precinct,
- further opportunities for shared paths, and
- issues relating to land required by Transport for NSW for the Albion Park Rail Bypass project.

As noted in the Background section of this report, the Tallawarra site was rezoned in 2010 and in 2013 the State Government approved the Concept Plan for the overall development of the site. The Concept Plan was amended in 2020. The Concept Plan approval requires the preparation of a mechanism to ensure delivery of local infrastructure (i.e. Planning Agreement). The Planning Agreement process does not provide the opportunity to revisit the planning controls and State approvals.

Changes to the Planning Agreement proposed by staff following review of submissions are as follows -

- Draft subdivision plan as approved by Transport for New South Wales included at Annexure B.
- Amended map at Annexure L which shows the proposed lot required for the Albion Park Rail Bypass Project excluded from the Vegetation Management Plan area.
- Amended map at Annexure G showing no encroachment of Cormack Avenue on land required to enable future works related to the Albion Park Rail Bypass Project.
- Amended map at Annexure C showing the separate lot required to enable future works related to the Albion Park Rail Bypass Project.
- Amended map at Annexure I showing the separate lot required to enable future works related to the Albion Park Rail Bypass Project.

CONSULTATION AND COMMUNICATION

The draft Planning Agreement was exhibited from 17 February to 17 March 2024 via -

- Notice in the Illawarra Mercury – Community Update on 17 February 2024.
- Council's Our Wollongong exhibition webpage.
- Mailout, post and electronic to community groups, and government agencies.
- Documents were available at Wollongong and Dapto libraries and at the Wollongong Administration Centre.

The exhibition webpage was visited 227 times, and 159 copies of the document downloaded.

Council received 25 submissions during the exhibition period. Apart from the matters raised that resulted in the changes to the Planning Agreement recommended in this report, other matters largely raised concern with the development outcomes for the site.

The Planning Agreement is a mechanism available to secure obligations from the developer and to meet requirements of the State's Concept Approval (MP 09_0131, as modified). Specifically, the Planning Agreement is proposed to meet the development obligations created by Condition A6 of the Concept Approval.

As the development has already been issued approval via the State's Concept Approval, the matters raised in submissions relating to development outcomes (i.e. additional land conservation) are not resolvable via the Planning Agreement mechanism. Any proposed change to the approved development outcomes for the site would need to be initiated by the proponent and would be considered on its merits.

PLANNING AND POLICY IMPACT

The draft Planning Agreement has been negotiated and prepared in accordance with Council's Planning Agreements Policy (2023), Sections 7.4 to 7.10 of the *Environmental Planning and Assessment Act 1979* and Clauses 202 - 206 of the *Environmental Planning and Assessment Regulation 2021*.

This report contributes to the delivery of Our Wollongong Our Future 2032 Goal 5 – 'We have a healthy community in a liveable city'. It also delivers on core business activities as detailed in the Operational Plan 2023-24 for Land Use Planning.

RISK MANAGEMENT

The proposed Planning Agreement provides a formal instrument to manage and mitigate any risks associated with the proposed dedication of land and the infrastructure works to be undertaken. The land dedication and works will need to be provided prior to a Subdivision Certificate for the subdivision of the land.

The Planning Agreement will be registered on title to ensure the land is encumbered by the requirements. The Planning Agreement also provides the appropriate legal mechanism for the developer to fulfil the outstanding requirements from the Concept Approval.

Council's Legal Services Team has reviewed the content of the Planning Agreement.

FINANCIAL IMPLICATIONS

The Planning Agreement will ensure that the infrastructure and land is provided as part of the development. It should be noted that the Planning Agreement does not exclude the application of any development contributions plan that applies, that is the Wollongong City-Wide Development Contributions Plan, and development contributions will be levied accordingly as per the Plan in force at the time of any future development.

CONCLUSION

Bridgehill (Tallawarra) Pty Ltd and EnergyAustralia Tallawarra Pty Ltd have requested that Council enter into a Planning Agreement to facilitate the provision of several infrastructure items across the subject site. It is considered that these will provide positive outcomes to the community and ensure the necessary infrastructure is provided as well as ensuring environmental outcomes consistent with the 2013 Concept Approval, as modified.

It is recommended that Council adopt the Planning Agreement as amended and provide delegation to the General Manager to determine, finalise and execute the Agreement.

Tallawarra Planning Agreement – Summary of Submissions and Council Response

Submitter	Comments/Concerns	Response
Transport for NSW	<p>The draft planning agreement does not include a map at Annexure B, which is referred to in Schedule 2, Item 1. A copy of the draft subdivision plan should be included here.</p> <p>The area proposed for a Vegetation Management Plan in Annexure L should exclude the land for the proposed lot required for the Albion Park Rail Bypass Project.</p> <p>A requirement should be included that the north-south road cannot be varied or modified, or released without the written consent of Wollongong City Council.</p> <p>Schedule 2, Item 4 and Annexure G reference the Cormack Avenue Road Link. It is unclear how this aligns with Condition 16 (Requirement for a Concept Design for the Closure of Cormack Avenue) in the concept Plan approval MP 09_0131 (as modified) which requires the physical closure of Cormack Avenue and Princes Highway.</p> <p>Annexure C and Annexure I do not correctly show the separate lot required to enable future works related to the Albion Park Rail Bypass Project.</p>	<p>The draft subdivision plan has been included at Annexure B</p> <p>Maps have been amended at Annexure L to exclude from the Vegetation Management Plan, land that is required by Transport for NSW for the Albion Park Rail Bypass Project.</p> <p>The Planning Agreement, by its nature ensures that the proposed north-south road cannot be amended without consent from Wollongong Council. Any infrastructure assets must be designed, constructed and delivered to standard. This concern was forwarded to Council's assessment team for consideration when determining the current superlot subdivision Development Application.</p> <p>Map at Annexure G has been amended to ensure no encroachment by the construction of Cormack Avenue on land required by Transport for NSW for the Albion Park Rail Bypass Project.</p> <p>Maps at Annexure C, and Annexure I have been amended to show the land required by Transport for NSW for the Albion Park Rail Bypass Project.</p>
NSW State Emergency Service	<p>In relation to the proposed North-South Link Road and Yallah Bay Road are flood affected. Recommend seeking advice from the Department of Climate Change, Energy, the Environment and Water regarding the requirement for a Flood Impact and Risk Assessment for the relevant proposed development.</p>	<p>Noted.</p> <p>As the planning agreement is only a mechanism for the provision of infrastructure, any detail with respect to flood impacts on roads will be assessed as part of a future development application.</p>
NSW Environment Protection Authority	<p>Comment.</p> <p>EPA previously provided comment on MP09_0131 with respect to contaminated land management and noise. Proponent must ensure processes outlined in the State Environmental Planning Policy (Resilience and Hazards) 2021 and other relevant legislation is followed.</p>	<p>Noted.</p> <p>As the planning agreement is only a mechanism for the provision of infrastructure, any development proposed will be assessed as part of a future development application, which includes the assessment of remediation of contaminated lands.</p>

Submitter	Comments/Concerns	Response
Australian Plant Society NSW – Illawarra Group	<p>Objection.</p> <p>Planning Agreement fails to include acknowledgement from the developer or Council that the Southern Precinct is mapped as coastal wetlands under the State Environmental Planning Policy (Resilience and Hazards) 2021.</p> <p>Tallawarra lands support several threatened bird species protected under the <i>Biodiversity Conservation Act 2016</i> and portions of the southern precinct include high conservation value lands. Planning Agreement should be amended to indicate how the requirements of the <i>Biodiversity Conservation Act 2016</i> and the <i>Environment Protection and Biodiversity Conservation Act 1999</i> will be addressed.</p>	<p>Development has already been issued a concept approval by the NSW Planning Assessment Commission in May 2013, as modified in 2020.</p> <p>The planning agreement is a mechanism for the provision of infrastructure and environmental land outcomes through a Vegetation Management Plan, and not an environmental assessment nor approval for development. Subsequent development applications for the land will be assessed by Council in line with current planning legislation and the concept approval.</p>
Illawarra Bird Observers Club	<p>Objection.</p> <p>Objection to development of the southern precinct due to concerns relating to impacts on the environment, lack of details and consideration to a number of NSW legislation and policies</p>	<p>Development has already been issued a concept approval by the NSW Planning Assessment Commission in May 2013, as modified in 2020.</p> <p>The planning agreement is a mechanism for the provision of infrastructure and environmental land outcomes through a Vegetation Management Plan, and not an environmental assessment nor approval for development. Subsequent development applications for the land will be assessed by Council in line with current planning legislation and the concept approval.</p>
National Parks Association of NSW – Illawarra Branch	<p>Objection.</p> <p>Concerns relating to impacts on the environment relating to the southern precinct and the north-south link road development. Supports stronger protection of the wetlands, emphasising the significance of the site.</p>	<p>Development has already been issued a concept approval by the NSW Planning Assessment Commission in May 2013, as modified in 2020.</p> <p>The planning agreement is a mechanism for the provision of infrastructure and environmental land outcomes through a Vegetation Management Plan, and not an environmental assessment nor approval for development. Subsequent development applications for the land will be assessed by Council in line with current planning legislation and the concept approval.</p>

Submitter	Comments/Concerns	Response
WIRES Illawarra	Objection. Concerns relating to impacts on the environment relating to the southern precinct. A number of bird species in the area. Area is a critical green corridor for wildlife linking with bushland in Yallah. Supports stronger protection of the wetlands, emphasising the significance of the site.	Development has already been issued a concept approval by the NSW Planning Assessment Commission in May 2013, as modified in 2020. The planning agreement is a mechanism for the provision of infrastructure and environmental land outcomes through a Vegetation Management Plan, and not an environmental assessment nor approval for development. Subsequent development applications for the land will be assessed by Council in line with current planning legislation and the concept approval.
Friends of Tallawarra Wetlands	Objection. Concerns relating to impacts on the environment relating to the southern precinct. The planning agreement must be amended to provide more detail on how the proposed development activities taking place on the land are contrary to local planning directions. Land in the southern precinct is home to a number of rare/endangered species.	Development has already been issued a concept approval by the NSW Planning Assessment Commission in May 2013, as modified in 2020. The planning agreement is a mechanism for the provision of infrastructure and environmental land outcomes through a Vegetation Management Plan, and not an environmental assessment nor approval for development. Subsequent development applications for the land will be assessed by Council in line with current planning legislation and the concept approval.
Illawarra Birders	Objection. Concerns relating to impacts of development on the environment relating to the southern precinct. Disturbance of the wetlands could potentially release toxic pollutants which would lead to further environmental damage. The Illawarra Wetlands are home to diverse native bird species, which will be impacted by the proposed development. Concerns with proposed open space and cycling facilities in the southern precinct, which should only be used for passive recreation and education purposes.	Development has already been issued a concept approval by the NSW Planning Assessment Commission in May 2013, as modified in 2020. The planning agreement is a mechanism for the provision of infrastructure and environmental land outcomes through a Vegetation Management Plan, and not an environmental assessment nor approval for development. Subsequent development applications for the land will be assessed by Council in line with current planning legislation and the concept approval.

Submitter	Comments/Concerns	Response
Resident	Objection. Concerns relating to the impacts of development on the environmental values of the land.	Development has already been issued a concept approval by the NSW Planning Assessment Commission in May 2013, as modified in 2020. The planning agreement is a mechanism for the provision of infrastructure and environmental land outcomes through a Vegetation Management Plan, and not an environmental assessment nor approval for development. Subsequent development applications for the land will be assessed by Council in line with current planning legislation and the concept approval.
Resident	Objection. Concerns relating to the impacts of development on the environmental values of the land.	Development has already been issued a concept approval by the NSW Planning Assessment Commission in May 2013, as modified in 2020. The planning agreement is a mechanism for the provision of infrastructure and environmental land outcomes through a Vegetation Management Plan, and not an environmental assessment nor approval for development. Subsequent development applications for the land will be assessed by Council in line with current planning legislation and the concept approval.
Resident	Objection. Concerns relating to the impacts of development on the environmental values of the land.	Development has already been issued a concept approval by the NSW Planning Assessment Commission in May 2013, as modified in 2020. The planning agreement is a mechanism for the provision of infrastructure and environmental land outcomes through a Vegetation Management Plan, and not an environmental assessment nor approval for development. Subsequent development applications for the land will be assessed by Council in line with current planning legislation and the concept approval.

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Resident	Loss of opportunity to provide a foreshore cycle/shared pathway along the lake. Crossing of Duck Creek and a pathway along the foreshore to Haywards Bay and the northern bank of Macquarie Rivulet would be beneficial to residents and visitors.	The Planning Agreement does not preclude opportunity for additional public infrastructure. In addition, the developer will be required to deliver a number of shared path outcomes within the Tallawarra land in accordance with Schedule 3 of the Planning Agreement. Further shared path considerations could be made at subsequent DA stages.
Resident	Objection. Concerns relating to the impacts of development on the environmental values of the land.	Development has already been issued a concept approval by the NSW Planning Assessment Commission in May 2013, as modified in 2020. The planning agreement is a mechanism for the provision of infrastructure and environmental land outcomes through a Vegetation Management Plan, and not an environmental assessment nor approval for development. Subsequent development applications for the land will be assessed by Council in line with current planning legislation and the concept approval.
Resident	Objection. Concerns relating to the impacts of development on the environmental values of the land.	Development has already been issued a concept approval by the NSW Planning Assessment Commission in May 2013, as modified in 2020. The planning agreement is a mechanism for the provision of infrastructure and environmental land outcomes through a Vegetation Management Plan, and not an environmental assessment nor approval for development. Subsequent development applications for the land will be assessed by Council in line with current planning legislation and the concept approval.
Resident	Objection. Concerns relating to impacts of development on the environment. Requests that all references/plans for the southern precinct be removed and the area remain as recovering wetlands.	Development has already been issued a concept approval by the NSW Planning Assessment Commission in May 2013, as modified in 2020. The planning agreement is a mechanism for the provision of infrastructure and environmental land outcomes through a Vegetation Management Plan, and not an

Submitter	Comments/Concerns	Response
		environmental assessment nor approval for development. Subsequent development applications for the land will be assessed by Council in line with current planning legislation and the concept approval.
Resident	Objection. Concerns relating to impacts of development on the environment relating to the southern precinct and the north-south link road development.	Development has already been issued a concept approval by the NSW Planning Assessment Commission in May 2013, as modified in 2020. The planning agreement is a mechanism for the provision of infrastructure and environmental land outcomes through a Vegetation Management Plan, and not an environmental assessment nor approval for development. Subsequent development applications for the land will be assessed by Council in line with current planning legislation and the concept approval.
Resident	Objection. Concerns relating to the impacts of development on the environmental values of the land.	Development has already been issued a concept approval by the NSW Planning Assessment Commission in May 2013, as modified in 2020. The planning agreement is a mechanism for the provision of infrastructure and environmental land outcomes through a Vegetation Management Plan, and not an environmental assessment nor approval for development. Subsequent development applications for the land will be assessed by Council in line with current planning legislation and the concept approval.
Resident	Objection. Concerns relating to the impacts of development on the environmental values of the land. Proposed development threatens native species protected by the <i>Biodiversity Conservation Act</i> and <i>Environment Protection and Biodiversity Conservation Act</i> .	Development has already been issued a concept approval by the NSW Planning Assessment Commission in May 2013, as modified in 2020. The planning agreement is a mechanism for the provision of infrastructure and environmental land outcomes through a Vegetation Management Plan, and not an environmental assessment nor approval for development. Subsequent development applications for the land will

Submitter	Comments/Concerns	Response
		be assessed by Council in line with current planning legislation and the concept approval.
Resident	<p>Objection.</p> <p>Concerns relating to the impacts of development on the environmental values of the land, specifically the Southern Precinct. The Planning Agreement does not promote the object encouraging the protection of the environment as stated in the Explanatory Note.</p> <p>Proposed development threatens native species protected by the <i>Biodiversity Conservation Act</i> and <i>Environment Protection and Biodiversity Conservation Act</i>. The planning agreement in its current form will do significant environmental harm if progressed, does not provide sufficient detail or evidence to demonstrate the protection of the environment, therefore the development in the southern precinct, including the north-south road should be reconsidered.</p>	<p>Development has already been issued a concept approval by the NSW Planning Assessment Commission in May 2013, as modified in 2020.</p> <p>The planning agreement is a mechanism for the provision of infrastructure and environmental land outcomes through a Vegetation Management Plan, and not an environmental assessment nor approval for development. Subsequent development applications for the land will be assessed by Council in line with current planning legislation and the concept approval.</p>
Resident	<p>Objection.</p> <p>Concerns relating to the impacts of development on the environmental values of the land.</p> <p>The Planning Agreement does not acknowledge that portions of the site are mapped as coastal wetlands.</p>	<p>Development has already been issued a concept approval by the NSW Planning Assessment Commission in May 2013, as modified in 2020.</p> <p>The planning agreement is a mechanism for the provision of infrastructure and environmental land outcomes through a Vegetation Management Plan, and not an environmental assessment nor approval for development. Subsequent development applications for the land will be assessed by Council in line with current planning legislation and the concept approval.</p>
Resident	<p>Objection.</p> <p>Concerns relating to the impacts of development on the environmental values of the land, in particular the Southern Precinct.</p>	<p>Development has already been issued a concept approval by the NSW Planning Assessment Commission in May 2013, as modified in 2020.</p> <p>The planning agreement is a mechanism for the provision of infrastructure and environmental land outcomes through a Vegetation Management Plan, and not an environmental assessment nor approval</p>

Submitter	Comments/Concerns	Response
		for development. Subsequent development applications for the land will be assessed by Council in line with current planning legislation and the concept approval.
Resident	A recreational cycling/walking track connecting Yallah Bay Road and Macquarie Rivulet through Haywards Bay is required. A new pedestrian bridge over Wollingurri Creek/Duck Creek may be necessary. Shared paths could be aligned and constructed in a way that preserves conservation values. The Planning Agreement does not provide indication of any southward expansion of recreational shared paths, other than a disconnected "cycling facilities" in the Southern Precinct area.	The Planning Agreement does not preclude opportunity for additional public infrastructure. Ongoing consideration for any active transport measures, such as a foreshore shared path, can still occur and would require discussions at a local, state and private party level. This could occur at subsequent DA stages.
Resident	<p>Objection.</p> <p>Requests that Council re-negotiate the planning agreement so that it meets environmental aims under the <i>Environmental Planning and Assessment Act 1979</i>, and ensure the developer complies with Federal and State environmental law and Council policies.</p> <p>The Illawarra Wetlands are home to diverse native bird species, which will be impacted by proposed development.</p> <p>Southern precinct should be removed from the planning agreement due to environmental concerns and land contamination.</p> <p>Planning agreement must: ensure the requirements of the <i>State Environmental Planning Policy (Resilience and Hazards) 2021</i> are met; reflect the <i>Biodiversity Conservation Act 2016</i> and the <i>Environment Protection and Biodiversity Conservation Act 1999</i>; recognise the Lake Illawarra Coastal Management Program (2020-2030).</p>	<p>Development has already been issued a concept approval by the NSW Planning Assessment Commission in May 2013, as modified in 2020.</p> <p>The planning agreement is a mechanism for the provision of infrastructure and environmental land outcomes through a Vegetation Management Plan, and not an environmental assessment nor approval for development. Subsequent development applications for the land will be assessed by Council in line with current planning legislation and the concept approval.</p>
Resident	<p>Objection.</p> <p>Concerns relating to the impacts of development on the environmental values of the land, in particular the Southern Precinct.</p> <p>Planning agreement must: ensure the requirements of the <i>State Environmental Planning Policy (Resilience and Hazards) 2021</i> are met; reflect the <i>Biodiversity</i></p>	<p>Development has already been issued a concept approval by the NSW Planning Assessment Commission in May 2013, as modified in 2020.</p> <p>The planning agreement is a mechanism for the provision of infrastructure and environmental land outcomes through a</p>

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	<i>Conservation Act 2016 and the Environment Protection and Biodiversity Conservation Act 1999; recognise the Lake Illawarra Coastal Management Program (2020-2030).</i>	Vegetation Management Plan, and not an environmental assessment nor approval for development. Subsequent development applications for the land will be assessed by Council in line with current planning legislation and the concept approval.

PLANNING AGREEMENT: TALLAWARRA

PLANNING AGREEMENT

Wollongong City Council

and

Bridgehill (Tallawarra) Pty Ltd and
EnergyAustralia Tallawarra Pty Ltd



WOLLONGONG CITY COUNCIL
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PLANNING AGREEMENT: TALLAWARRA

DATE [DATE]

PARTIES **WOLLONGONG CITY COUNCIL** of 41 Burelli Street, Wollongong in the State of New South Wales (**Council**)
BRIDGEHILL (TALLAWARRA) PTY LTD as trustee for Tallawarra Northern Trust (**BridgeHill**) and **ENERGYAUSTRALIA TALLAWARRA PTY LTD (EnergyAustralia)**

BACKGROUND

1. EnergyAustralia is the registered proprietor of the Land (**Landowner**).
2. BridgeHill is the developer of the Land (**Developer**).
3. The Developer has made a Development Application with Council (DA-2020/1332) (**Super Lot Subdivision DA**).
4. The Developer has offered to provide the Contributions if the Development Application is approved.

OPERATIVE PROVISIONS

1 DEFINITIONS

The following definitions apply unless the context otherwise requires:

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

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

Assign as the context requires refers to any assignment, sale, transfer, disposition, declaration of trust over or other assignment of a legal and/or beneficial interest.

Authority means (as appropriate) any:

- 1 federal, state or local government;
- 2 department of any federal, state or local government;
- 3 any court or administrative tribunal; or
- 4 statutory corporation or regulatory body.

Bank Guarantee means the bank guarantee(s) from an Australian bank required to be provided to Council by the Developer under this agreement.

Buffer Land means that part of the land marked Buffer Land on the Plan at Annexure J

Central Precinct means that part of the land marked Central Precinct on the Plan at Annexure D

Claim against any person any allegation, action, demand, cause of action, suit, proceeding, judgement, debt, damage, loss, cost, expense or liability howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise.

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Complete, Completed, Completion	means completed in accordance with the requirements of this document.
Contributions	means the provision of the Works and the dedication of the Designated Lands by the Developer in accordance with this document.
Contributions Plan	means the Wollongong City Wide Development Contributions Plan (2023), or such other replacement plan adopted by Council from time to time.
Council	means Wollongong City Council
Defects Liability Period	means 12 months
Designated Land	means that part of the Land identified on the plans at Annexures D, E, F, G, H, I, J, K and L.
Developer	means Bridgehill (Tallawarra) Pty Ltd as trustee for Tallawarra Northern Trust ABN 36 208 224 429 (Bridgehill)
Development	means as defined in the Concept Plan Approval MP09_0131 MOD 1.
Development Application	means Development Application DA-2020/1332 lodged by the Developer with Council for the Development Consent.
Development Consent	means a development consent issued under the Act with respect to the Development Application.
Encumbrance	means an interest or power: <ul style="list-style-type: none"> reserved in or over an interest in any asset; created or otherwise arising in or over any interest in any asset under any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, title retention, conditional sale agreement, hire or hire purchase agreement, option, restriction as to transfer, use or possession, easement, subordination to any right of any other person and any other encumbrance or security interest, trust or bill of sale; or by way of security for the payment of a debt or other monetary obligation or the performance of any obligation.
EPA	means the NSW Environment Protection Authority.
GST Law	means <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Commonwealth) and any other Act or regulation relating to the imposition or administration of the goods and services tax.
Item of Work	means an individual item of the Works as set out in Schedule 2, 3 or 4.
Land	means the whole of the land contained in Schedule 1.
Landowner	means EnergyAustralia Tallawarra Pty Ltd ABN 69 081 074 142 (EnergyAustralia)
Law	means all legislation, regulations, by-laws, common law and other binding order made by any Authority.

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Maintenance Liability Period	means five (5) years.
Occupation Certificate	means an occupation certificate as defined in section 6.4(c)) of the Act.
Planning Legislation	means the Act, the <i>Local Government Act 1993</i> (NSW) and the <i>Roads Act 1993</i> (NSW).
Power Station	Means that part of the land marked Power Station on the Plan at Annexure C
Quantity Surveyor	selected and appointed by Council from a list of Quantity Surveyors recommended by the Developer all of whom must be members of Panels for the NSW Department of Commerce or Local Government Procurement.
Security Values	means \$1 million.
Southern Precinct	Means that part of the land marked Southern Precinct on the Plan at Annexure J
Subdivision Certificate	means a subdivision certificate as defined in section 6.4(d)) of the Act.
Works	means the works specified or described in Schedule 2, 3 and 4.

2 DEFINITIONS

The following rules of interpretation apply unless the context requires otherwise:

clauses, annexures and schedules	a clause, annexure or schedule is a reference to a clause in, or annexure or schedule to, this document.
reference to statutes	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.
singular includes plural	the singular includes the plural and vice versa.
person	the word 'person' includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association or any government agency.
executors, administrators, successors	a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns.
dollars	Australian dollars, dollars, \$ or A\$ is a reference to the lawful currency of Australia.
calculation of time	if a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.
reference to a day	a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later.
reference to a group of persons	a group of persons or things is a reference to any two or more of them jointly and to each of them individually.

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meaning not limited	the words 'include', 'including', 'for example' or 'such as' are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.
next day	if an act under this document to be done by a party on or by a given day is done after 4.30pm on that day, it is taken to be done on the next day.
next Business Day	if an event must occur on a stipulated day which is not a Business Day then the stipulated day will be taken to be the next Business Day.
time of day	time is a reference to Sydney time.
headings	headings (including those in brackets at the beginning of paragraphs) are for convenience only and do not affect the interpretation of this document.
agreement	a reference to any agreement, Agreement or instrument includes the same as varied, supplemented, novated or replaced from time to time.
Gender	a reference to one gender extends and applies to the other.

3 DEFINITIONS

3.1 Planning Agreement

This document is a planning agreement:

- i Within the meaning set out in section 7.4 of the Act; and
- ii Governed by Subdivision 2 of Division 7.1 of Part 7 of the Act.

3.2 Application

This document applies to both the Land and the Development.

3.3 Operation of document

- i Subject to paragraph (ii), this document operates from the date it is executed by both parties.
- ii The following clauses of this document will only operate if and when Council grants Development Consent.

4 APPLICATION OF SECTION 7.11, SECTION 7.12 AND SECTION 7.24

4.1 Application

This document does not exclude the application of section 7.11 or section 7.12 or section 7.24 of the Act to the Development.

4.2 Consideration of Benefits

Section 7.11(6) of the Act does not apply to the Contributions that are to be carried out or provided pursuant to this document. Notwithstanding, the consent authority shall act reasonably in its application of section 7.11 of the Act having regard to the balance of public benefits or contributions that may be required in relation to the Development to ensure that the principles of need and nexus and equity are upheld.

5 REGISTRATION OF THIS DOCUMENT

5.1 Registration

This document must be lodged by the Developer with Land Registry Services for registration on the title of the Land pursuant to section 7.6 of the Act within 7 days of execution of the Agreement.

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5.2 Obligations of the Developer and Landowner

The Developer and Landowner must:

- i promptly and diligently respond to any requests from Land Registry Services relating to registration;
- ii do all things necessary to allow the registration of this document to occur, including but not limited to obtaining the consent of any mortgagee registered on the title of the Land; and
- iii in respect of the Developer, pay any reasonable costs incurred by Council in undertaking that registration.

5.3 Removal from Title of the Land

- i Council will do all things necessary to allow the Developer and or Landowner to remove the registration of this document from the title of the Land where the Development is carried out and the Developer and Landowner where relevant has:
 - a Completed the Works; and
 - b Dedicated the Designated Land; and
 - c Satisfied all obligations under this document.
- ii The Developer must pay any reasonable costs incurred by Council in undertaking that discharge.

6 PROVISION OF CONTRIBUTIONS

6.1 Contributions Items

The Developer must provide the Items of Work as follows:

- a Transport Items in accordance with the Description, Scope and Timing set out in Schedule 2 and Annexures D, E, F and G.
- b Open Space and Recreation Items in accordance with the Design and Delivery Timeframe in Schedule 3 and Annexures H and I.
- c Environmental Conservation Items in accordance with the Description and Timing in Schedule 4 and Annexures J, K and L.

6.2 Designated Land

- i The Developer must dedicate the Designated Lands to Council:
 - a free of any trusts, estates, interests, covenants and Encumbrances;
 - b by the times specified in Schedule 2, 3 and 4; and
 - c at no cost to Council.
- ii The Developer must meet all costs associated with the dedication of the Designated Lands in accordance with paragraph (i), including any costs incurred by Council in relation to that dedication.
- iii Council must do all things reasonably necessary to enable the Developer to comply with paragraph (i).

6.3 Works

The Developer, at its cost, must:

- i if necessary, obtain any consents, approvals or permits required by a relevant Authority, for the conduct of the Works;
- ii carry out and complete each Item of Work by the time specified in Schedule 2, 3 and 4; and
- iii carry out and complete the Works:
 - a in accordance with the requirements of, or consents issued, by any Authority;

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- b in accordance with the reasonable requirements of Council and any applicable Development Consent; and
- c in a proper and competent manner complying with current industry practice and standards, including applicable Australian standards.

6.4 Priority of Documents

In the event of any inconsistency between this document and one or more of the documents listed below within this clause, this document will prevail to the extent of the inconsistency.

The following hierarchy then exists:

- (a) Schedules and annexures to this document;
- (b) the Development Consent; then
- (c) Concept Plan Approval.

7 COMPLETION OF WORKS

7.1 Issue of Completion Notice

If the Developer considers that an Item of Work is Complete it must serve a notice on Council within fourteen (14) days of Completion of that item which:

- i is in writing; and
- ii specifies the date on which the Developer believes the Works were Completed.

7.2 Notice by Council

Within the earlier of:

- i seven (7) days of inspecting the Item of Work set out in a Completion Notice; and
- ii fourteen (14) days from the receipt of the Completion Notice;

Council must provide notice in writing to the Developer that the relevant Item of Work:

- iii has been Completed; or
- iv has not been Completed, in which case the notice must also detail:
 - a those aspects of the Item of Work which have not been Completed; and
 - b the work Council requires the Developer to carry out in order to rectify those deficiencies.

7.3 Deemed Completion

If Council does not provide the Developer with notice within the time specified in clause 7.2, the Item of Work subject of a Completion Notice will be deemed to have been Completed on the date nominated in the Completion Notice.

7.4 Effect of Council Notice

- i Where Council serves notice on the Developer pursuant to clause 7.2, the Developer must:
 - a rectify the deficiencies in that item in accordance with that notice within a reasonable time (not being less than twenty-eight 28 days from the date it is issued by Council); or
 - b serve a notice on Council that it disputes the matters set out in the notice.
- ii Where the Developer:
 - a serves notice on Council in accordance with paragraph 7.4(i)(b) the dispute resolution provisions of this document apply; or
 - b rectifies the Works in accordance with paragraph 7.4(i)(a) it must serve upon Council a new Completion Notice for the Works it has rectified (**New Completion Notice**).

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7.5 New Completion Notice

The provisions of clauses 7.1 to 7.4 (inclusive) apply to any New Completion Notice issued by the Developer.

8 DEFECTS LIABILITY

8.1 Defects Notice

- i Where any Item of Work is Complete but that item contains a defect which:
 - a adversely affects the ordinary use and/or enjoyment of that item; or
 - b will require maintenance or rectification works to be performed on it at some time in the future as a result of the existence of the defect;

(Defect)

Council may issue a notice to the Developer (**Defects Notice**) concerning that Item of Work but only during the Defects Liability Period.

- ii A Defects Notice must contain the following information:
 - a the nature and extent of the Defect;
 - b the work Council requires the Developer to carry out in order to rectify the Defect; and
 - c the time within which the Defect must be rectified by the Developer (which must be a reasonable time and not less than fourteen (14) days), or as agreed by the parties.

8.2 Developer to Rectify Defects

- i The Developer must rectify the Defects contained within a Defects Notice by the date specified in that notice.
- ii The Developer must follow the procedure set out in clause 7 in respect of the completion of the rectification of any Defect as if a reference in that clause to an Item of Work is a reference to the relevant Defect.

8.3 Access to Designated Land

If the Developer is required to access, use and occupy any part of the Designated Land for the purpose of discharging its obligations under this clause 8 or 9 after the relevant land has been dedicated or transferred to Council, Council will grant a fee free licence to the Developer:

- i with respect to so much of the relevant Designated Land; and
- ii for such period;

that is reasonably necessary to allow the Developer to properly discharge those obligations.

8.4 Right of Council to Step-in

Council may, at its absolute discretion, enter upon the Land for the purpose of rectifying a Defect set out in the Defects Notice where the Developer has failed to comply with a Defects Notice, but only after giving the Developer seven (7) days written notice of its intention to do so.

8.5 Consequence of Step-in

If Council elects to exercise the step-in rights granted to it under clause 8.4 then:

- i Council may:
 - a enter upon any part of the Land reasonably required to exercise those step-in rights; and
 - b rectify the relevant Defects in accordance with the Defects Notice;
- ii the Developer must not impede or interfere with Council in exercising those rights; and
- iii Council may claim any costs incurred by it in doing so from the Developer as a liquidated debt.

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8.6 Costs of Council

Where Council exercises its step-in rights under clause 8.4, it may:

- i call upon the Bank Guarantees provided by the Developer pursuant to clause 12 to meet any costs for which the Developer is liable under clause 8; and
- ii recover as a debt due in a court of competent jurisdiction any difference between the amount of the Bank Guarantees and the costs incurred by Council in rectifying the Defects.

9 WARRANTIES AND INDEMNITIES

9.1 Warranties

The Developer warrants to Council that:

- i it is able to fully comply with its obligations under this document;
- ii it has full capacity to enter into this document; and
- iii there is no legal impediment to it entering into this document, or performing the obligations imposed under it.

9.2 Indemnity

The Developer indemnifies Council in respect of any Claim that may arise as a result of the conduct of the Works, but only to the extent that any such Claim does not arise as a result of the negligent acts or omissions of Council.

9.3 Joint & Individual Liability

- (a) Any agreement, covenant, representation, obligation or warranty under this planning agreement by the Developer and Landowner binds them jointly and each of them individually.
- (b) Nothing in clause 9.3(a) is to be read as making joint and several any obligation described in clause 5.2 (Obligations of the Developer and Landowner) or clause 5.3 (Removal from Title of the Land).

10 CONTAMINATION

10.1 Definitions

For the purpose of this clause:

Contamination: means any material, gas, substance, liquid, chemical or biological mineral or other physical matter which would, if present on the Land:

- result in an Authority issuing a notice, direction or order under an Environmental Law; or
- which would constitute a violation of any Environmental Law.

Contaminated: means subject to Contamination.

Environmental Law: means all planning, environmental or pollution laws and any regulations, orders, directions, ordinances or requirements, permissions, permits, licences issued under those laws or instruments.

10.2 Warranty and Indemnity

- i. The Developer acknowledges that:
portions of the site have been identified as contaminated and will be the subject of further investigation pursuant to the requirements of the SEPP (Resilience and Hazards) 2021 and other relevant legislation.
- ii. The Developer warrants that:

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in relation to any notices or orders issued pursuant to the Contaminated Land Management Act 1997, and the requirements of the EPA and any other relevant Authority, the Developer indemnifies and must keep indemnified Council against all liability for and associated with all Contamination present in, on or under the Designated Land as at the date of dedication or transfer of the Designated Land to Council in accordance with this document.

11 NOT USED

12 SECURITY

12.1 Prohibition

Neither party may Assign their rights under this document without the prior written consent of the other party.

12.2 Assignment of Land

The Developer must not Assign its interest in the Land, other than a single residential lot approved pursuant to a Development Consent and created by the registration of a plan of subdivision, unless:

- i Council consents to the Assignment; and
- ii the proposed assignee enters into an agreement to the satisfaction of Council under which the assignee agrees to be bound by the terms of this document with respect to the relevant part of the Land being Assigned.

12.2 Compulsory Acquisition of the Designated Land

- i The Developer consents to the compulsory acquisition of the Designated Land:
 - a in accordance with the Acquisition Act; and
 - b on the terms set out in this clause 12.
- ii Council may only acquire the Designated Land compulsorily in accordance with the Acquisition Act if the Developer has committed an Event of Default with respect to the dedication of that land under this document.
- iii If Council acquires the Designated Land compulsorily in accordance with the Acquisition Act:
 - a the Developer agrees that the compensation payable to it on account of that acquisition under the Acquisition Act is \$1.00; and
 - b Council must complete that acquisition within twelve (12) months of the relevant Event of Default.
- iv The parties agree that the provisions of this clause 12 are an agreement with respect to the compulsory acquisition of the Designated Land for the purpose of section 30 of the Acquisition Act.

12.4 Acceptance by Council of Bank Guarantee

At the commencement of work for an Item of Work, the Developer must deliver to Council an unconditional bank guarantee from an Australian bank (Bank Guarantee):

- i in a form acceptable to Council;
- ii for an amount equal to the sum of the Security Value for that Item of Work; and
- iii without an expiry date.

12.5 Council May Call on Bank Guarantee

In addition to the provisions at clauses 7.1 to 7.4 inclusive of this Agreement:

- i If the Developer does not comply with the terms of this document with respect to the provision of an Item of Work, Council may issue the Developer with a notice requiring the Developer to rectify the relevant default within fourteen (14) days from the date of that notice.
- ii If the Developer fails to comply with a notice issued under paragraph (i) to the reasonable satisfaction of Council, Council may, without limiting any other avenues available to it, call on

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the relevant Bank Guarantee to the extent necessary to reimburse Council for any costs incurred by it in rectifying the relevant default of the Developer.

12.7 Security during Defects Liability Period

- i Upon the completion of an Item of Work and the commencement of the Defects Liability Period, Council must return any Bank Guarantees held by it with respect to the relevant Item of Work.
- ii In exchange, the Developer must provide Council with one (1) or more Bank Guarantees in a form acceptable to Council for an amount equal to five per cent (10%) of the sum of the Security Value for that Item of Work.

12.8 Return of Bank Guarantee

Council must return the remaining Bank Guarantees (if any) to the Developer within 30 days from the expiration of the Defects Liability Period for the last Item of Work that is Completed.

12.9 Bank Guarantee Not Required for Certain Contributions

A Bank Guarantee under this clause 12 is not required to be provided with respect to the Contribution Value of the Designated Lands.

13 DISPUTE RESOLUTION

13.1 Notice of Dispute

- i If a dispute between the parties arises in connection with this document or its subject matter (**Dispute**), then either party (**First Party**) must give to the other (**Second Party**) a notice which:
 - a is in writing;
 - b adequately identifies and provides details of the Dispute;
 - c stipulates what the First Party believes will resolve the Dispute; and
 - d designates its representative (**Representative**) with the necessary authority to negotiate and resolve the Dispute.
- ii The Second Party must, within five (5) Business Days of service of the notice of dispute, provide a notice to the First Party designating as its representative a person with the necessary authority to negotiate and settle the Dispute (the representatives designated by the parties being together, the **Representatives**).

13.2 Conduct Pending Resolution

The parties must continue to perform their respective obligations under this document if there is a Dispute but will not be required to complete the matter the subject of the Dispute, unless the appropriate party indemnifies the other parties against costs, damages and all losses suffered in completing the disputed matter if the Dispute is not resolved in favour of the indemnifying party.

13.3 Further Steps Required before Proceedings

Subject to clause 13.12 and except as otherwise expressly provided in this document, any Dispute must, as a condition precedent to the commencement of litigation, mediation under clause 13.5 or determination by an expert under clause 13.6, first be referred to the Representatives. The Representatives must endeavour to resolve the dispute within five (5) Business Days of the date a notice under clause 13.1 is served.

13.4 Disputes for Mediation or Expert Determination

If the Representatives have not been able to resolve the Dispute, then the parties must agree within five (5) Business Days to either refer the matter to mediation under clause 13.5 or expert resolution under clause 13.6.

13.5 Disputes for Mediation

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- i If the parties agree in accordance with clause 13.4 to refer the Dispute to mediation, the mediation must be conducted by a mediator agreed by the parties and, if the parties cannot agree within five (5) Business Days, then by a mediator appointed by the President of the Law Society of New South Wales for the time being.
- ii If the mediation referred to in paragraph (i) has not resulted in settlement of the Dispute and has been terminated, the parties may agree to have the matter determined by expert determination under clause 13.6.

13.6 Choice of Expert

- i If the Dispute is to be determined by expert determination, this clause 13.6 applies.
- ii The Dispute must be determined by an independent expert in the relevant field:
 - a agreed between and appointed jointly by the parties; or
 - b in the absence of agreement within five (5) Business Days after the date that the matter is required to be determined by expert determination, appointed by the President of the Law Society of New South Wales for the time being.
- iii If the parties fail to agree as to the relevant field within five (5) Business Days after the date that the matter is required to be determined by expert determination, either party may refer the matter to the President of the Law Society of New South Wales for the time being whose decision as to the relevant field is final and binding on the parties.
- iv The expert appointed to determine a Dispute:
 - a must have a technical understanding of the issues in dispute;
 - b must not have a significantly greater understanding of one party's business, functions or operations which might allow the other side to construe this greater understanding as a bias; and
 - c must inform the parties before being appointed of the extent of the expert's understanding of each party's business or operations and, if that information indicates a possible bias, then that expert must not be appointed except with the written approval of the parties.
- v The parties must promptly enter into an agreement with the expert appointed under this clause setting out the terms of the expert's determination and the fees payable to the expert.

13.7 Directions to Expert

- i In reaching a determination in respect of a dispute under clause 14.6, the independent expert must give effect to the intent of the parties entering into this document and the purposes of this document.
- ii The expert must:
 - a act as an expert and not as an arbitrator;
 - b not accept verbal submissions unless both parties are present;
 - c on receipt of a written submission from one party, ensure that a copy of that submission is given promptly to the other party;
 - d take into consideration all documents, information and other material which the parties give the expert which the expert in its absolute discretion considers relevant to the determination of the Dispute;
 - e not be expected or required to obtain or refer to any other documents, information or material (but may do so if the expert so wishes);
 - f issue a draft certificate stating the expert's intended determination (together with written reasons), giving each party ten (10) Business Days to make further submissions;
 - g issue a final certificate stating the expert's determination (together with written reasons); and

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- h act with expedition with a view to issuing the final certificate as soon as practicable.
- iii The parties must comply with all directions given by the expert in relation to the resolution of the Dispute and must within the time period specified by the expert, give the expert:
 - a a short statement of facts;
 - b a description of the Dispute; and
 - c any other documents, records or information which the expert requests.

13.8 Expert May Convene Meetings

- i The expert must hold a meeting with all of the parties present to discuss the Dispute. The meeting must be conducted in a manner which the expert considers appropriate. The meeting may be adjourned to, and resumed at, a later time in the expert's discretion.
- ii The parties agree that a meeting under paragraph (i) is not a hearing and is not an arbitration.

13.9 Other Courses of Action

If:

- i the parties cannot agree in accordance with clause 14.3 to refer the matter to mediation or determination by an expert; or
- ii the mediation referred to in clause 14.5 has not resulted in settlement of the dispute, the mediation has been terminated and the parties have not agreed to refer the matter to expert determination within five (5) Business Days after termination of the mediation;

then either party may take whatever course of action it deems appropriate for the purpose of resolving the Dispute.

13.10 Final Determination of Expert

The parties agree that the final determination by an expert will be final and binding upon them except in the case of fraud or misfeasance by the expert.

13.11 Costs

If any independent expert does not award costs, each party must contribute equally to the expert's costs in making the determination.

13.12 Remedies Available under the Act

This clause 14 does not operate to limit the availability of any remedies available to Council under sections 9.45 and 9.46 and Division 9.6 of the Act.

13.13 Urgent Relief

This clause 13 does not prevent a party from seeking urgent injunctive or declaratory relief concerning any matter arising out of this document.

14 POSITION OF COUNCIL

14.1 Consent Authority

The parties acknowledge that Council is a consent authority with statutory rights and obligations pursuant to the terms of the Planning Legislation, as well as a relevant authority for the purposes of clause 10.2.

14.2 Document does not Fetter Discretion

This document is not intended to operate to fetter:

- i the power of Council to make any Law; or
- ii the exercise by Council of any statutory power or discretion (**Discretion**).

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14.3 Severance of Provisions

- i No provision of this document is intended to, or does, constitute any unlawful fetter on any Discretion. If, contrary to the operation of this clause, any provision of this document is held by a court of competent jurisdiction to constitute an unlawful fetter on any Discretion, the parties agree:
 - a they will take all practical steps, including the execution of any further documents, to ensure the objective of this clause 14 is substantially satisfied;
 - b in the event that paragraph (a) 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 document has full force and effect; and
 - c to endeavour to satisfy the common objectives of the parties on relation to the provision of this document which is held to be an unlawful fetter to the extent that it is possible having regard to the relevant court judgment.
- ii Where the Law permits Council to contract out of a provision of that Law or gives Council power to exercise a Discretion, then if Council has in this document contracted out of a provision or exercised a Discretion under this document, then to the extent of this document is not to be taken to be inconsistent with the Law.

14.4 No Obligations

Nothing in this document will be deemed to impose any obligation on Council to exercise any of its functions under the Act in relation to the Development Consent, the Land or the Development in a certain manner.

15 CONFIDENTIALITY

15.1 Document not Confidential

The terms of this document are not confidential and this document may be treated as a public document and exhibited or reported without restriction by any party.

16 GST

16.1 Definitions

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

16.2 Intention of the parties

Without limiting any other provision of this clause 16, the parties intend that:

- i Divisions 81 and 82 of the GST Legislation apply to the supplies made under and in respect of this document; and
- ii no additional amounts will be payable on account of GST and no tax invoices will be exchanged between the parties.

16.3 Reimbursement

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

16.4 Consideration GST exclusive

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this document are GST Exclusive. Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purposes of this clause 16.

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16.5 Additional amounts for GST

Subject to clause 16.7, if GST becomes payable on any supply made by a party (Supplier) under or in connection with this document:

- i any party (Recipient) that is required to provide consideration to the Supplier for that supply must pay an additional amount to the Supplier equal to the amount of the GST payable on that supply (GST Amount);
- ii the GST Amount is payable at the same time as any other consideration is to be first provided for that supply; and
- iii the Supplier must provide a tax invoice to the Recipient for that supply, no later than the time at which the GST Amount for that supply is to be paid.

16.6 Variation

- i If the GST Amount properly payable in relation to a supply (as determined in accordance with clauses 16.5 and 16.7), varies from the additional amount paid by the Recipient under clause 16.5, then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient. Any payment, credit or refund under this clause 16.6 is deemed to be a payment, credit or refund of the GST Amount payable under clause 16.5.
- ii The Supplier must issue an adjustment note to the Recipient in respect of any adjustment event occurring in relation to a supply made under or in connection with this document as soon as reasonably practicable after the Supplier becomes aware of the adjustment event.

16.7 Non-monetary consideration

- i To the extent that the consideration provided for the Supplier's taxable supply to which clause 16.5 applies is a taxable supply made by the Recipient (the Recipient Supply), the GST Amount that would otherwise be payable by the Recipient to the Supplier in accordance with clause 16.5 shall be reduced by the amount of GST payable by the Recipient on the Recipient Supply.
- ii 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 16.5 (or the time at which such GST Amount would have been payable in accordance with clause 16.5 but for the operation of clause 16.7(i)).

16.8 No merger

This clause will not merge on completion or termination of this document.

17 ACCESS TO LAND

17.1 Application of Clause

This clause applies if the Developer accesses, uses and/or occupies any land owned by Council in performing its obligations or exercising its rights under this document (**Necessary Access**).

17.2 Terms of Licence

The terms of Schedule 2 apply to any Necessary Access.

18 LEGAL COSTS

Each party must pay their own legal costs and disbursements with respect to the preparation, negotiation, formation and implementation of this document.

PLANNING AGREEMENT: TALLAWARRA

19 ADMINISTRATIVE PROVISIONS

19.1 Notices

- i Any notice, consent or other communication under this document must be in writing and signed by or on behalf of the person giving it, addressed to the person to whom it is to be given and:
 - a delivered to that person's address;
 - b sent by pre-paid mail to that person's address; or
 - c sent by email to that person's email address.
- ii A notice given to a person in accordance with this clause is treated as having been given and received:
 - a if delivered to a person's address, on the day of delivery if a Business Day, otherwise on the next Business Day;
 - b if sent by pre-paid mail, on the third Business Day after posting; and
 - c if sent by email to a person's email address and a conformation of receipt can be retrieved, on the day it was sent if a Business Day, otherwise on the next Business Day.
- iii For the purpose of this clause the address of a person is the address set out in this document or another address of which that person may from time to time give notice to each other person.

19.2 Entire Agreement

This document is the entire agreement of the parties on the subject matter. All representations, communications and prior agreements in relation to the subject matter are merged in and superseded by this document.

19.3 Waiver

The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the parties to be bound by the waiver.

19.4 Counterparts

This document may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

19.5 Unenforceability

Any provision of this document which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid or enforceable, and is otherwise capable of being severed to the extent of the invalidity or enforceability, without affecting the remaining provisions of this document or affecting the validity or enforceability of that provision in any other jurisdiction.

19.6 Power of Attorney

Each attorney who executes this document on behalf of a party declares that the attorney has no notice of:

- i the revocation or suspension of the power of attorney by the grantor; or
- ii the death of the grantor.

19.7 Governing Law

The law in force in the State of New South Wales governs this document. The parties:

PLANNING AGREEMENT: TALLAWARRA

- i submit to the exclusive jurisdiction of the courts of New South Wales and any courts that may hear appeal from those courts in respect of any proceedings in connection with this document; and
- ii may not seek to have any proceedings removed from the jurisdiction of New South Wales on the grounds of *forum non conveniens*.

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PLANNING AGREEMENT: TALLAWARRA

EXECUTED AS AN AGREEMENT

EXECUTED by and on behalf of **WOLLONGONG CITY COUNCIL** by its Authorised Officer:

_____ Signature of Authorised Person	_____ Signature of Witness
_____ [Print] Name of Authorised Officer	_____ [Print] Name of Witness
_____ Office Held	_____ Date
_____ Date	

EXECUTED by **BRIDGEHILL (TALLAWARRA) PTY LTD** as trustee for Tallawarra Northern Trust (**BridgeHill**) in accordance with section 127(1) of the Corporations Act by authority of its directors.

_____ Director/Secretary Signature	_____ Signature of Witness
_____ [Print] Name of Director/Secretary	_____ [Print] Name of Witness
_____ Date	_____ Date

PLANNING AGREEMENT: TALLAWARRA

Director/Secretary Signature

Signature of Witness

[Print] Name of Director/Secretary

[Print] Name of Witness

Date

Date

EXECUTED by **ENERGYAUSTRALIA TALLAWARRA PTY LTD (EnergyAustralia)** in accordance with section 127(1) of the Corporations Act by authority of its directors.

Director/Secretary Signature

Signature of Witness

[Print] Name of Director/Secretary

[Print] Name of Witness

Date

Date

PLANNING AGREEMENT: TALLAWARRA

SCHEDULE 1: REQUIREMENTS UNDER SECTION 7.4 OF THE ACT

REQUIREMENT UNDER THE ACT	THIS PLANNING AGREEMENT
Planning instrument and/or Development Application – (Section 7.4(1)) The Developer has: <ul style="list-style-type: none"> (a) sought a change to an environmental planning instrument. (b) made, or proposes to make, a Development Application. (c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies. 	<ul style="list-style-type: none"> (a) No. (b) Yes. DA-2020/1332. (c) No.
Description of land to which this agreement applies – (Section 7.4(3)(a))	Refer to Annexure A of the Planning Agreement.
Description of change to the environmental planning instrument to which this agreement applies – (Section 7.4(3)(b))	Not applicable.
Application of section 7.11 of the Act – (Section 7.4(3)(d))	Refer to clause 4.1 of the Planning Agreement.
Application of section 7.12 of the Act – (Section 7.4(3)(d))	Refer to clause 4.1 of the Planning Agreement.
Application of section 7.24 of the Act – (section 7.4(3)(d))	Refer to clause 4.1 of the Planning Agreement.
Consideration of benefits under this agreement if section 7.11 applies – (Section 7.4(3)(e))	Refer to clause 4.2 of the Planning Agreement.
Mechanism for Dispute resolution – (Section 7.4(3)(f))	Refer to clause 13 of the Planning Agreement.
Enforcement of this agreement (Section 7.4(3)(g))	Refer to clauses 8 and 12 of the Planning Agreement.
No obligation to grant consent or exercise functions – (Section 7.4(3)(9))	Refer to clause 14 of the Planning Agreement.

PLANNING AGREEMENT: TALLAWARRA

SCHEDULE 2: CONTRIBUTION WORKS AND DESIGNATED LAND – TRANSPORT ITEMS

Item of Work	1. East-West Road Link
Description	The proposed link will provide a connection between the northern precinct and the proposed employment lands to the west and will join the existing Yallah Bay Road. The location is identified on page 01 of the Tallawarra VPA Maps at Annexure D.
Scope of Work	<u>Land</u> : Creation of a lot reserving the East-West Road Link for construction and dedication as shown in the draft subdivision plan approved by Transport for NSW (TfNSW) as shown at Annexure B. <u>Works</u> : Road design in accordance with the Concept Plan Approval and in accordance with Chapter B2 Residential Subdivision of Wollongong Development Control Plan 2009 (DCP) and any future approvals or consents, and construction consistent with those requirements
Timing	<u>Land</u> : Creation of the lot reserving the East-West Road link as part of the Super Lot Subdivision DA. <u>Works</u> : Construction to be completed prior to the issue of any Subdivision Certificate for the Northern Precinct. Note, should it be determined that flood free access from Gilba Road can be ensured, construction to be completed prior to the issue of a Subdivision Certificate for the Employment Lands which is part of the Central Precinct). <u>Dedication</u> : Must be dedicated to Council at issue of Subdivision Certificate in relation to the Employment Lands in Central Precinct.
Item of Work	2. North-South Road Link
Description	The proposed link will provide a connection through the proposed southern precinct, between Yallah Bay Road in the north and Haywards Bay Road in the south. As demonstrated in the Traffic Assessment Report dated 18 April 2019, Rev 4, which accompanies the Super Lot Subdivision DA, the proposed link road is not required until the southern precinct is developed for residential use. The location of the link road is identified on page 02 of the Tallawarra VPA Maps at Annexure E.
Scope of Work	<u>Land</u> : Creation of a lot reserving the North-South Road Link for construction and dedication that is 30m wide, in accordance with TfNSW's requirements. <u>Works</u> : The road to be designed in accordance with the Concept Plan Approval and in accordance with Chapter B2 Residential Subdivision of the DCP and any future approvals or consents, and construction consistent with those requirements.
Timing	<u>Land</u> : Creation of a lot reserving the corridor for the North-South Road Link as part of the Super Lot Subdivision DA. <u>Works</u> : Construction to be completed prior to issue of a Subdivision Certificate for development of the kind and in the manner contemplated by the Concept Plan Approval, of any part of the Southern Precinct which is shown in the Plan at Annexure "M" and described in the Concept Plan Approval as 'Residential', 'Primary School'(possible use), 'Retirement Living' (possible use) or 'Employment – Enterprise Business'. <u>Dedication</u> : Must be dedicated to Council at issue of Subdivision Certificate in relation to the first stage of the Southern Precinct.

PLANNING AGREEMENT: TALLAWARRA

Item of Work	3. Upgrade of Yallah Bay Road
Description	The upgrade of Yallah Bay Road between Princes Hwy and East-West Link road. The location is identified on page 03 of the Tallawarra VPA Maps at Annexure F.
Scope of Work	<p><u>Land</u>: Widening of existing lot reserving the corridor for Yallah Bay Road as part of the Super Lot Subdivision DA.</p> <p><u>Works</u>: The road design to be in accordance with the Major Project Approval stamped plans (MP09_0131 as modified) and as otherwise amended in accordance with Chapter B2 Residential Subdivision, Wollongong Development Control Plan, 2009 (DCP) and any future approvals or consents and construction consistent with those requirements</p>
Timing	<p><u>Land</u>: Road widening to be completed as part of the relevant subdivision DA (ie a subdivision DA on the land). For completeness, road widening is to be completed in accordance with the timing requirement of the Works below.</p> <p><u>Works</u>: Road construction to be completed prior to the issue of any Subdivision Certificate for the Central Precinct.</p> <p><u>Dedication</u>: Must be dedicated to Council at issue of Subdivision Certificate for the final stage in the Central Precinct.</p>
Item of Work	4. Cormack Avenue Link Road
Description	The link road will provide necessary access for residents from Koonawarra through the proposed central precinct to the wider local road network. The location of the link road is identified on page 04 of the Tallawarra VPA Maps at Annexure G.
Scope of Work	<p><u>Land</u>: The existing formation of Cormack Avenue connects to the Princes Highway via a T-Intersection. To enable the creation of a future off ramp in this location, Cormack Avenue will need to be rerouted through the central precinct, ultimately connecting to Yallah Bay Road and back onto the Princes Highway in a suitable location.</p> <p><u>Works</u>: The road to be designed in accordance with the Concept Plan Approval and in accordance with Chapter B2 Residential Subdivision of the DCP and any future approvals or consents and construction consistent with those requirements</p>
Timing	<p><u>Land</u>: Creation of a lot reserving the corridor for Cormack Road as part of the Super Lot Subdivision DA.</p> <p><u>Works</u>: Road construction to be completed prior to the issue of any Subdivision Certificate for the Central Precinct.</p> <p><u>Dedication</u>: Must be dedicated to Council at issue of Subdivision Certificate in relation to the first residential stage of the Central Precinct.</p>

PLANNING AGREEMENT: TALLAWARRA

SCHEDULE 3: CONTRIBUTION WORKS AND DESIGNATED LAND – OPEN SPACE AND RECREATION

Precinct	Item of Work	Design	Delivery Timeframe
Northern Precinct	<ul style="list-style-type: none"> Linear park with shared use pathways. Area (A) in Annexure I. Tallawarra Point open space with shared use pathway (limited to super lot boundary in Northern precinct). Area (B) in Annexure I. Secondary entry 3 to coincide with first residential subdivision for Northern precinct. Area (C) in Annexure I. 	Embellishment of the parks will be provided generally in accordance with Tallawarra Lands Landscape Plan (May 2012), the stamped plans of Approved Section 75W Modification Request No: 1 Granted on: 26 November 2020 in respect to: MP09_0131 and Council's open space design standards.	Completion of the Linear Park and Tallawarra Point open space to occur prior to issue of Stage 2 Northern Precinct Subdivision Certificate as shown in the Staging Plan at Annexure C, or earlier by agreement. Dedication of embellished park to Council, or other authority where relevant at conclusion of 5-year maintenance period.
Northern Precinct	<ul style="list-style-type: none"> Upgrade works to Hector Harvey Park. Area (G) in Annexure I. 	In agreement with Wollongong City Council.	In agreement with Wollongong City Council.
Central Precinct	<ul style="list-style-type: none"> Riparian Land Open space drainage corridor with shared use pathways. Area (D) in Annexure I. 	Improving and enhancing retained vegetation under Vegetation Management Plan and embellishments such as shared pathways to be generally in accordance with Tallawarra Lands Landscape Plan (May 2012) and the stamped plans of Approved Section 75W Modification Request No: 1 Granted on: 26 November 2020 in respect to: MP09_0131	Embellishment works for riparian corridor land will occur prior to issue of Subdivision Certificate for the final stage of residential development in the Central Precinct. A 5-year maintenance period will follow completion of the embellishment works Dedication of land will occur at completion of the maintenance period or earlier by agreement.
Central Precinct	<p>Multi purpose playing fields. Area (E) in Annexure I.</p> <ul style="list-style-type: none"> An area of approximately 5 to 5.5 hectares of land incorporating a sports field, netball courts, amenities building, playground, car park and shared use pathway. 	Generally in accordance with Tallawarra Lands Landscape Plan (May 2012), the stamped plans of Approved Section 75W Modification Request No: 1 Granted on: 26 November 2020 in respect to: MP09_0131 and Council's open space design standards.	Completion to occur at issue of Subdivision Certificate for the final residential stage in the Central Precinct as shown in the Staging Plan at Annexure C. Dedication of embellished park to Council, or other authority where relevant, at conclusion of 5 year maintenance period.
Southern Precinct	Open Space with Cycling Facilities. Area (F) in Annexure I.	Generally in accordance with Tallawarra Lands Landscape Plan (May 2012), the stamped plans of Approved Section 75W Modification Request No: 1 Granted on: 26 November 2020 in respect to: MP09_0131	Completion to occur at issue of Subdivision Certificate for the final residential stage in the Southern Precinct. Dedication of embellished park at conclusion of 5 year maintenance period.

PLANNING AGREEMENT: TALLAWARRA

		and Council's open space design standards	
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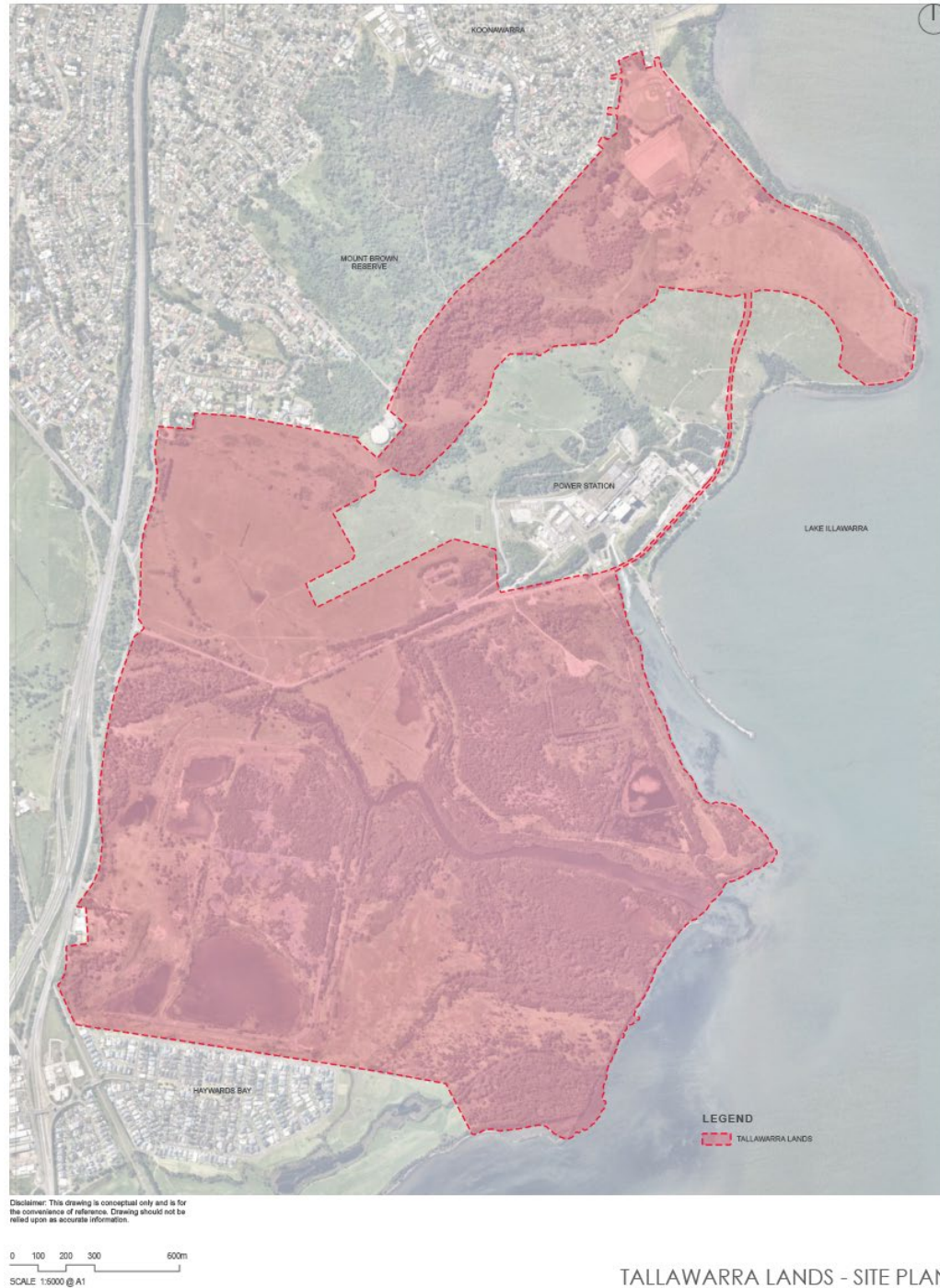
PLANNING AGREEMENT: TALLAWARRA

SCHEDULE 4: CONTRIBUTION WORKS AND DESIGNATED LAND - ENVIRONMENTAL CONSERVATION

Item	Description	Timing
1. Identification of Environmental Offsets	Two Biodiversity Development Assessment Reports (BDARS) to be prepared and lodged: the first applying to the entire Northern Precinct and the second applying to the entire Central Precinct as identified at Annexure J. These two reports will identify the Biodiversity Offset credits required for each stage of each precinct.	Preparation and lodgement of the BDARs will coincide with: (i) For the first BDAR, in connection with the lodgement of the first development application for subdivision of the Northern Precinct. (ii) For the second BDAR, in connection with the lodgement of the first development application for subdivision of the Central Precinct.
2. Environmental offsets	The establishment of a Biodiversity Stewardship Agreement (BSA) over a portion of the Tallawarra Lands north of Yallah Bay Road (see the location at Annexure K) to form the main offset for development of the Northern and Central Precincts. The draft subdivision plan which accompanies the Subdivision DA shows the location also.	Establishment of the BSA prior to determination of the first development application for subdivision of the Northern Precinct.
3. Vegetation Management Plans	Two Vegetation Management Plans (VMPs) to be prepared and lodged: the first dealing with the land north of Yallah Bay Road identified at Annexure L and the second dealing with the land south of Yallah Bay Road identified Annexure E. That land is to be managed in accordance with those VMPs.	Preparation and lodgement of the VMPs will coincide with: (i) First DA application for subdivision in the Northern Precinct. (ii) Second VMP to coincide with first DA application for residential development in the Southern Precinct.

PLANNING AGREEMENT: TALLAWARRA

ANNEXURE A: LAND TO WHICH THE VPA APPLIES

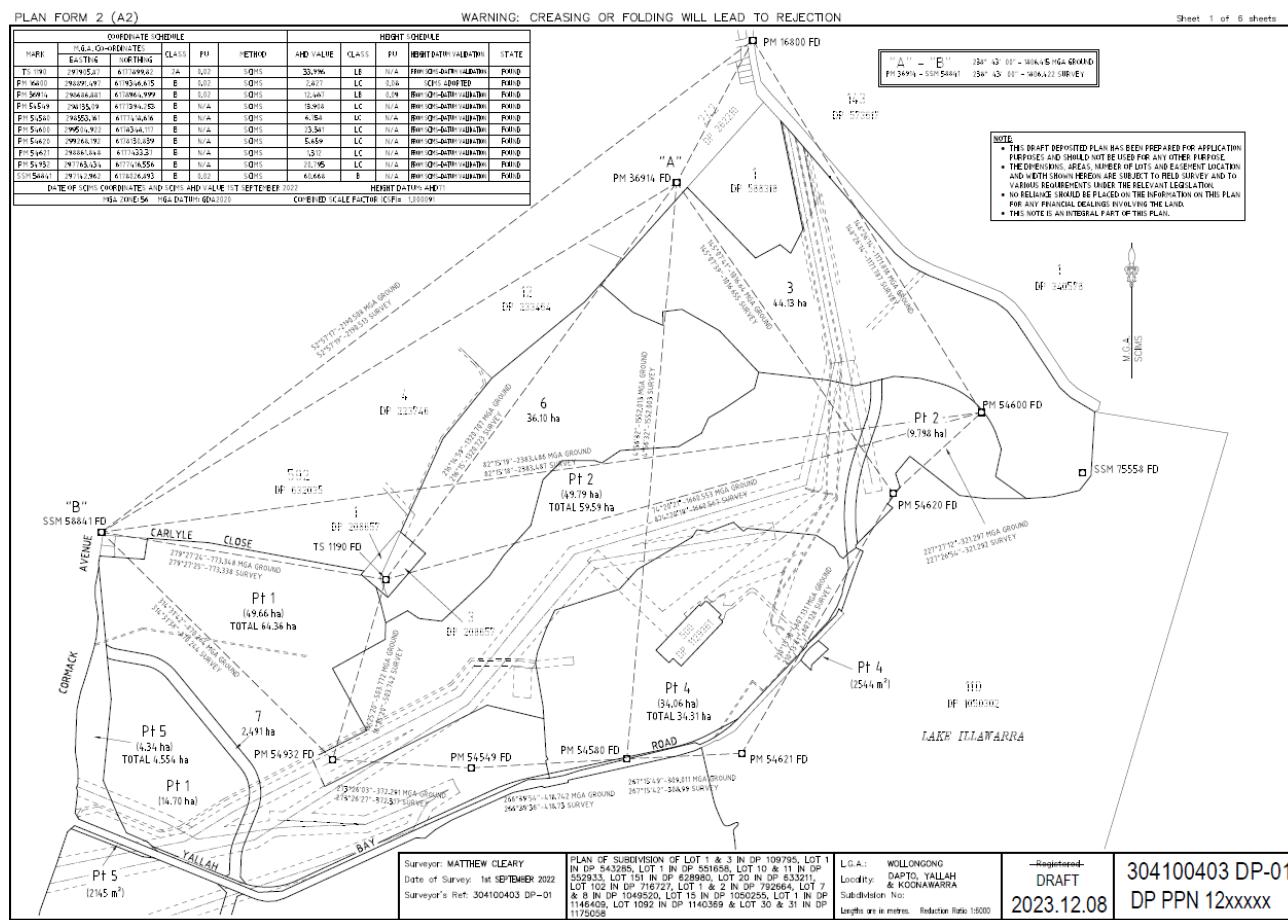


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urban design
environmental management

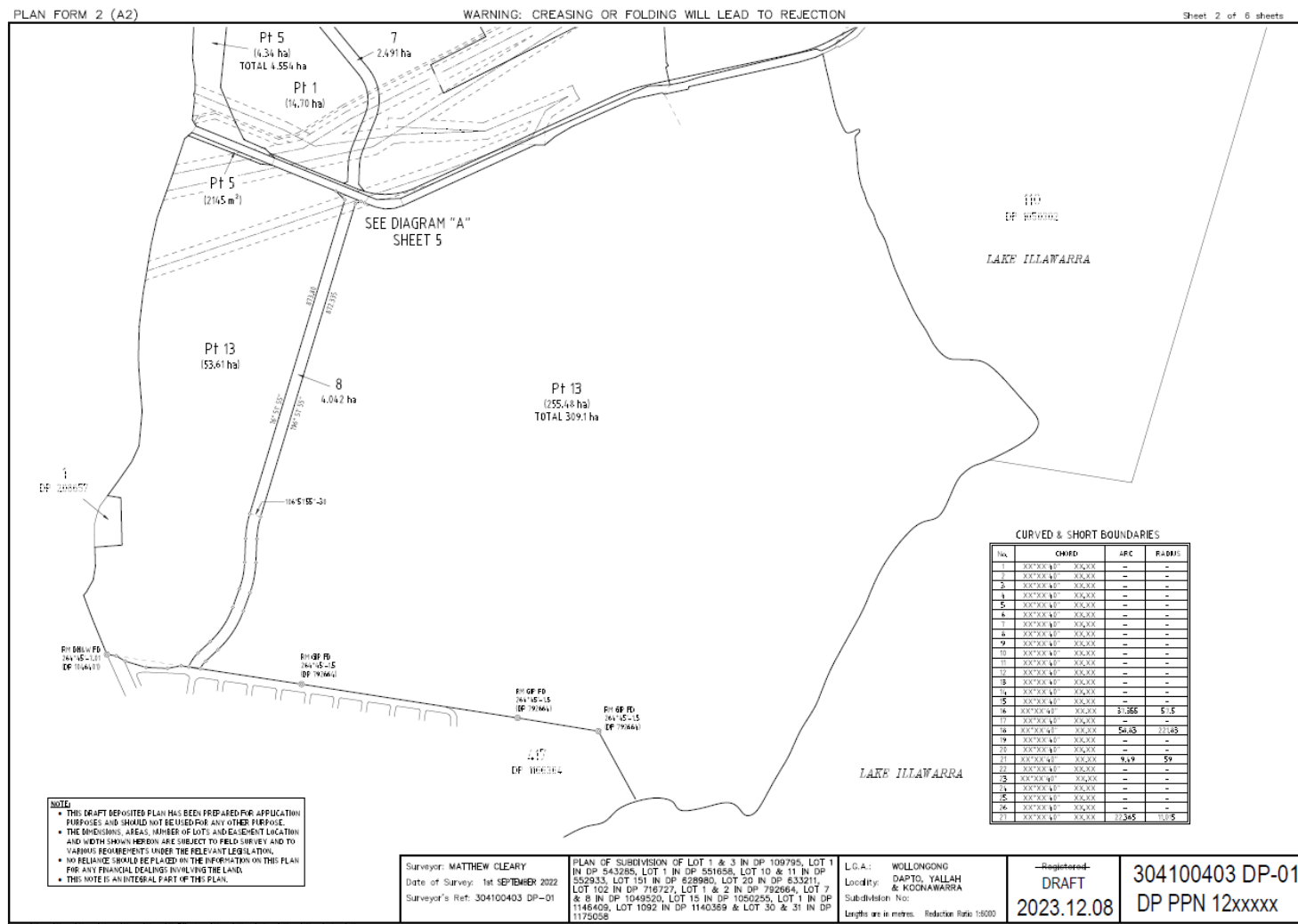
BRIDGEHILL GROUP **TALLAWARRA LANDS**
DATE: 06.10.23 JOB NO: 304800141 DRAWING NO: LC-01 ISSUE: 1

PLANNING AGREEMENT: TALLAWARRA

ANNEXURE B: SUBDIVISION PLAN



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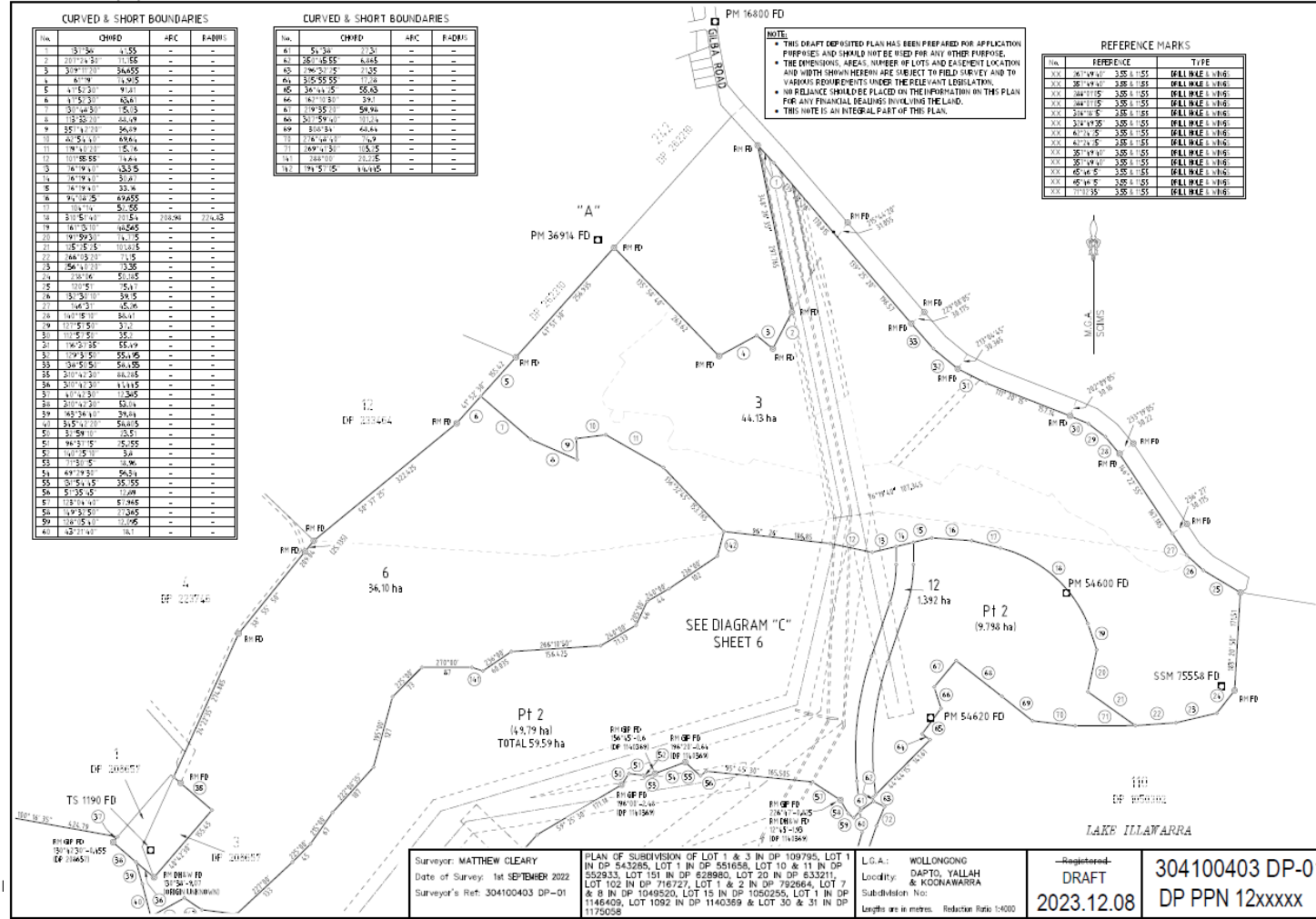


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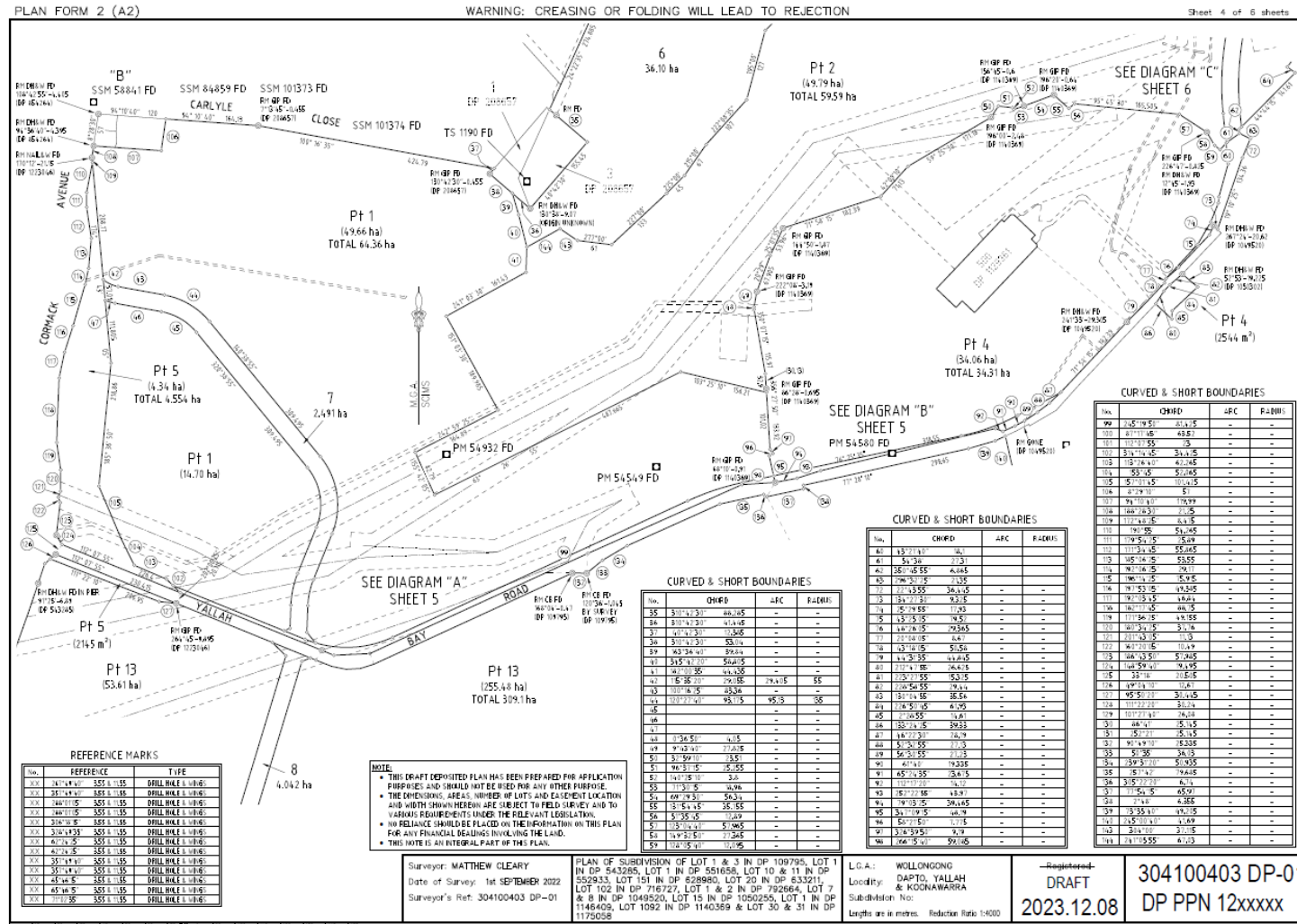
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Sheet 3 of 6 sheets



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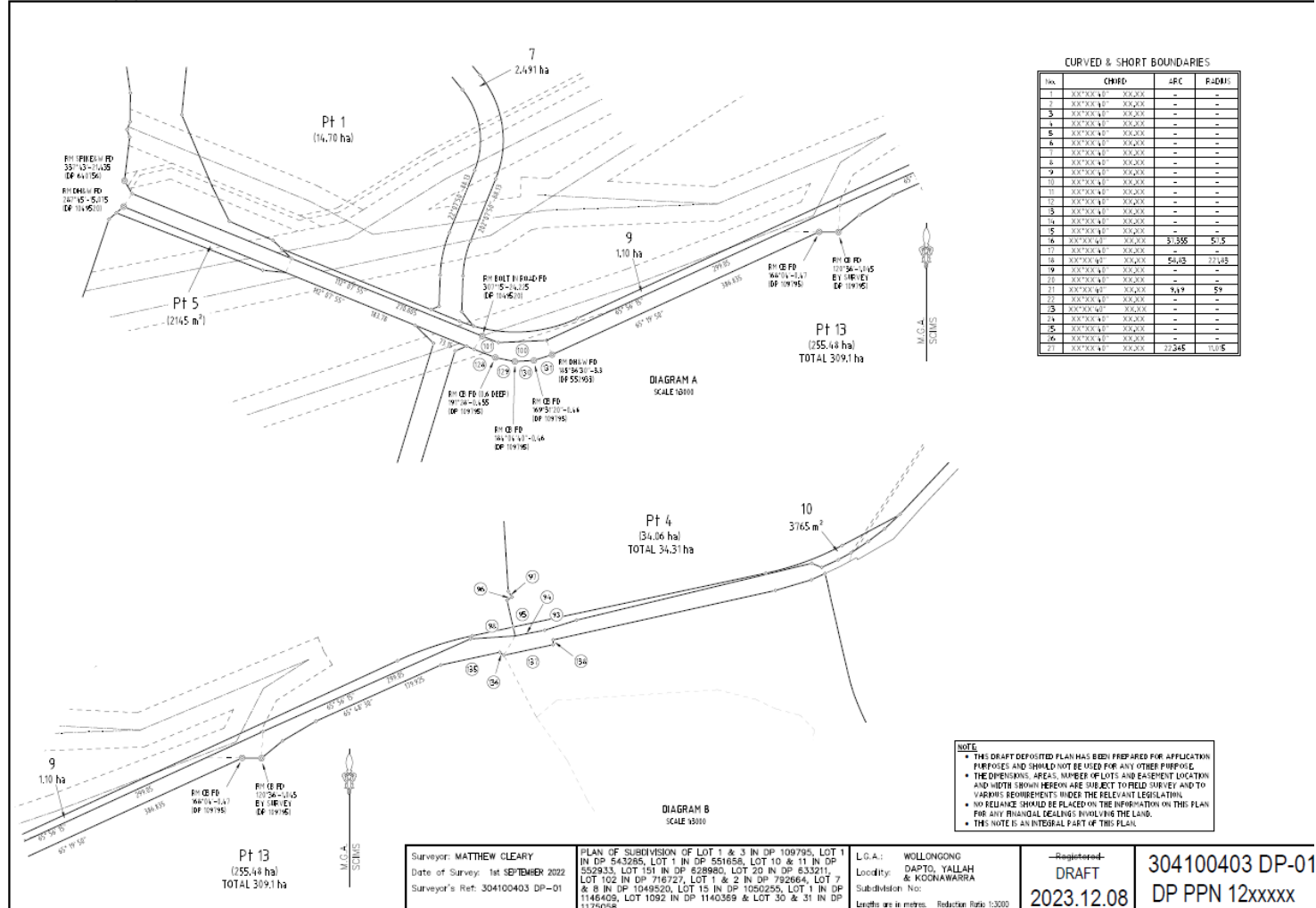


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Sheet 5 of 6 sheets

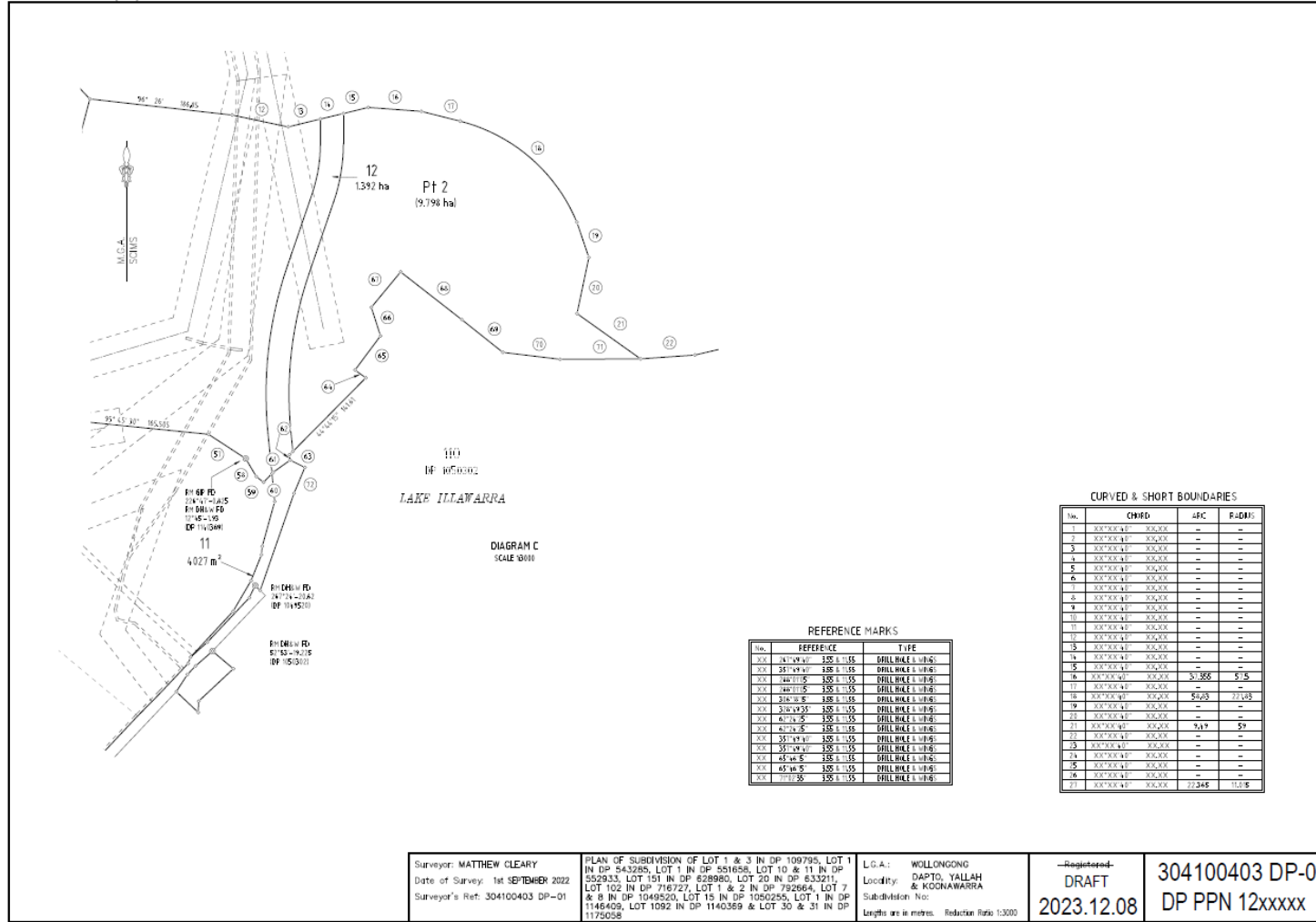


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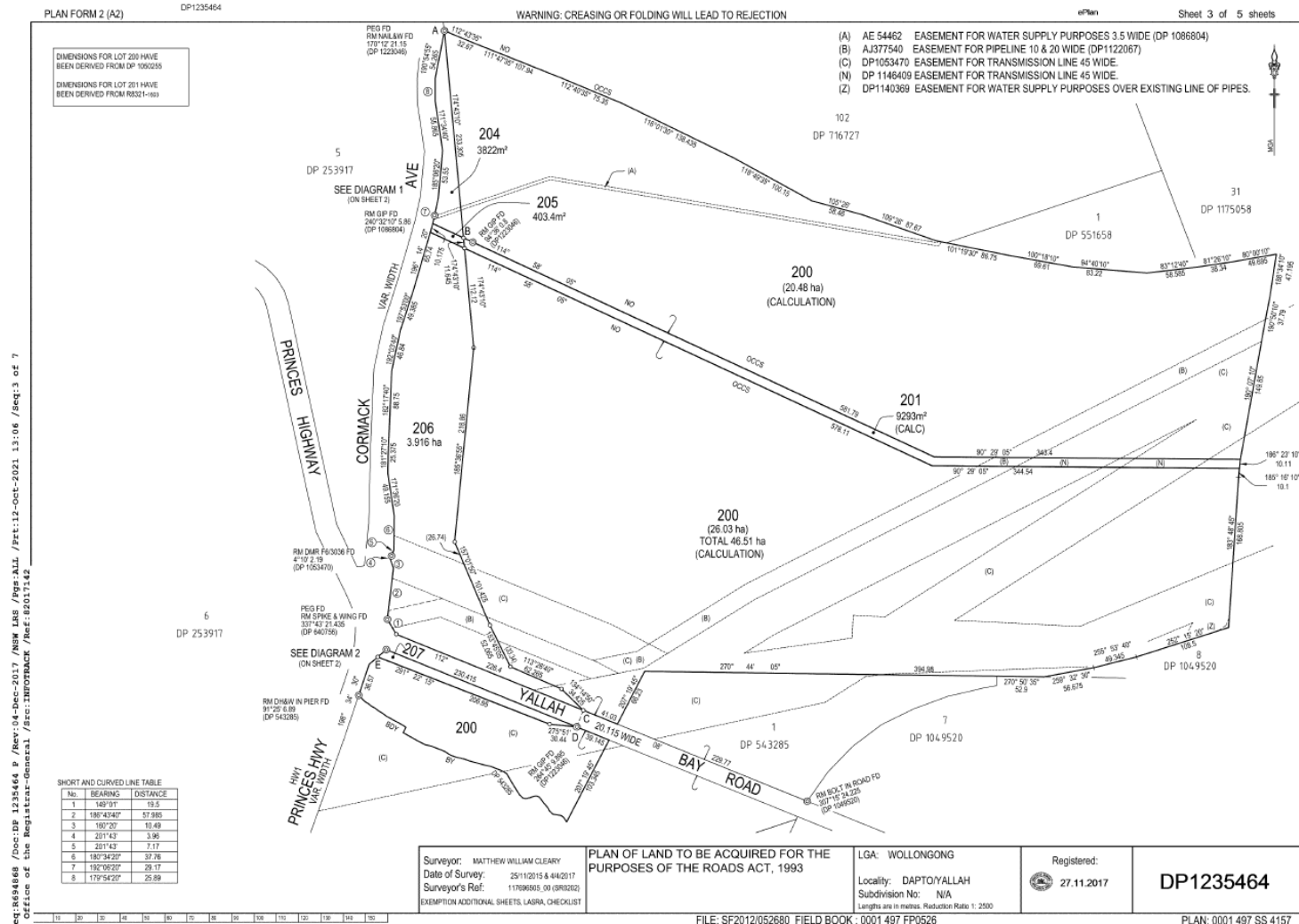
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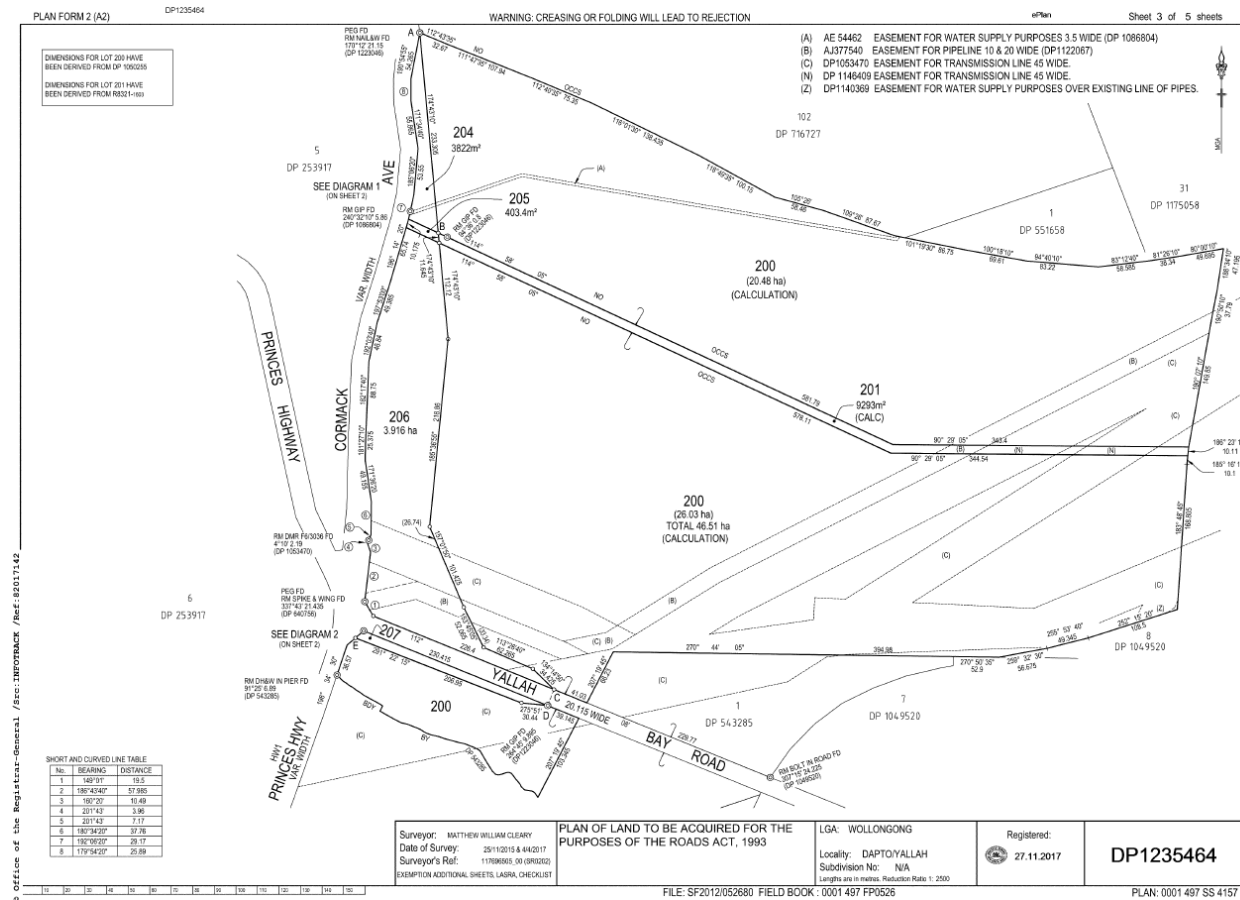
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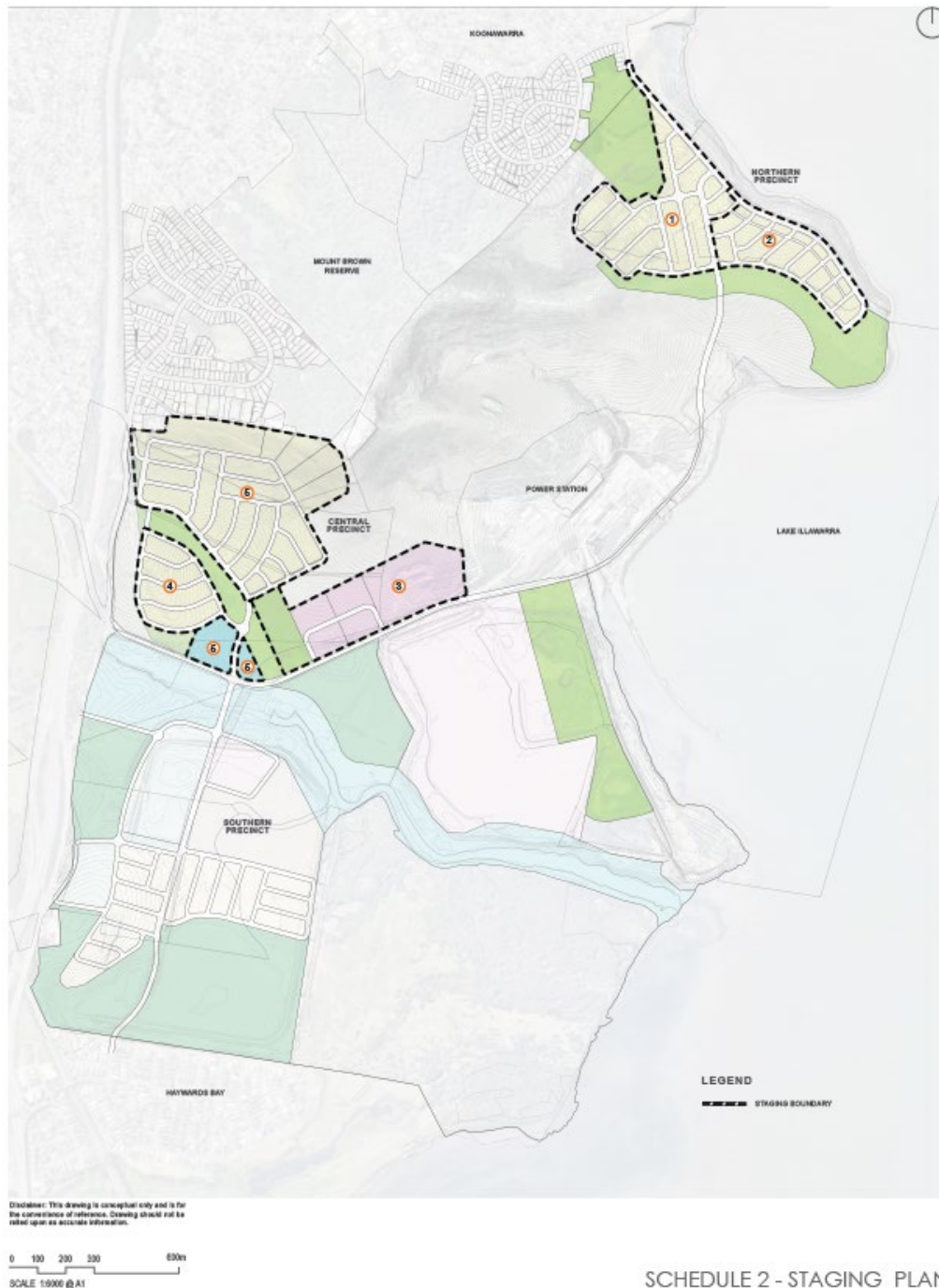


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ANNEXURE C: STAGING PLAN



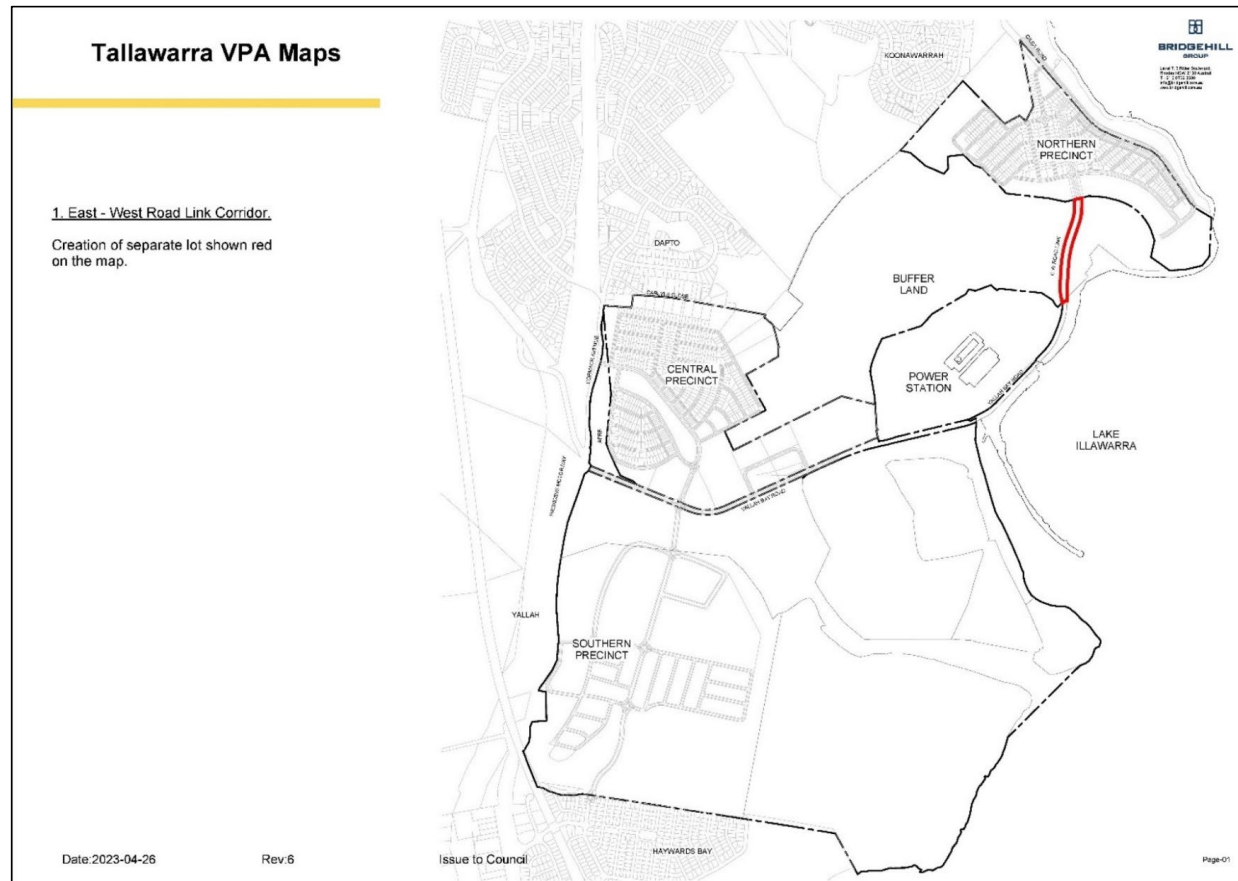
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SCHEDULE 2 - STAGING PLAN

BRIDGEHILL GROUP		TALLAWARRA LANDS	
DATE	JOB NO	DRAWING NO	ISSUE
19.04.24	304800141	LC-01	1

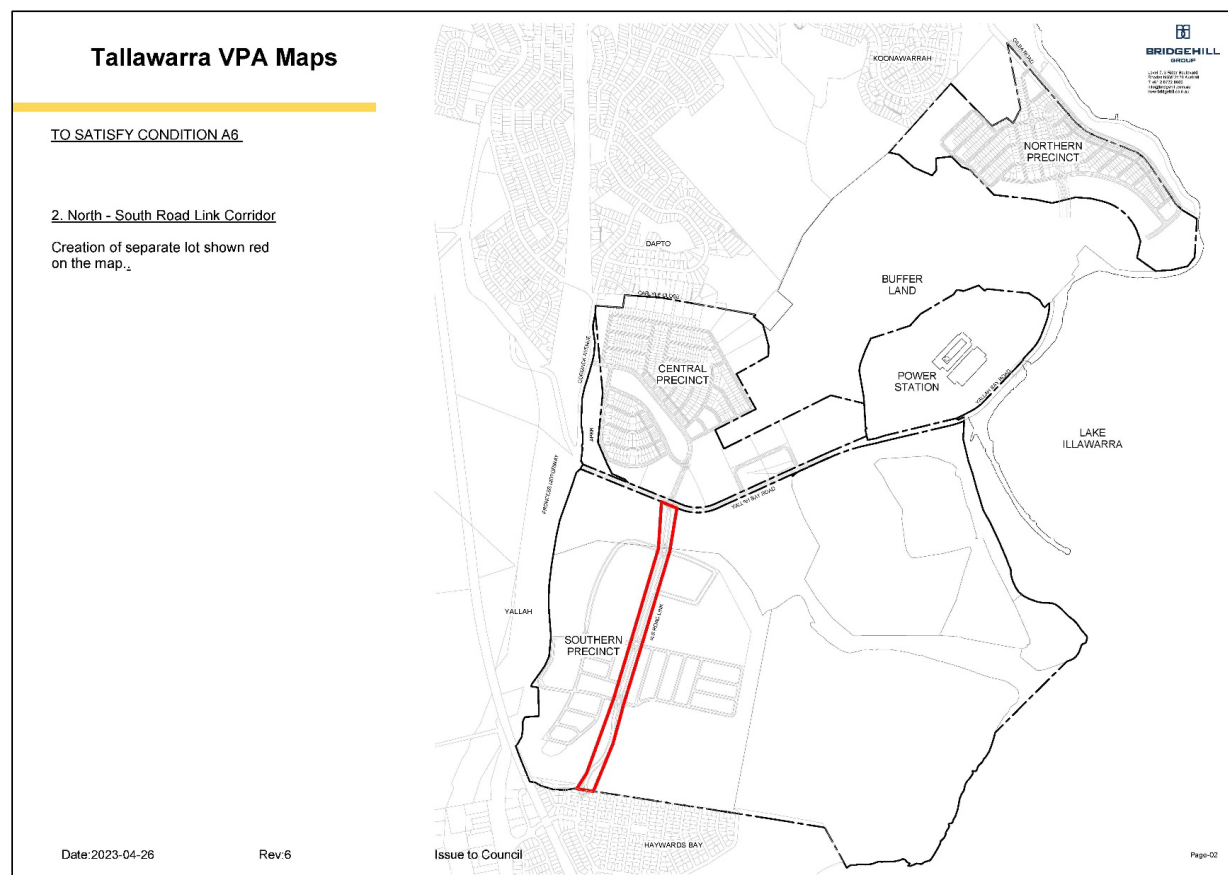
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ANNEXURE D: TRANSPORT PLAN – ITEM 1 EAST - WEST LINK ROAD



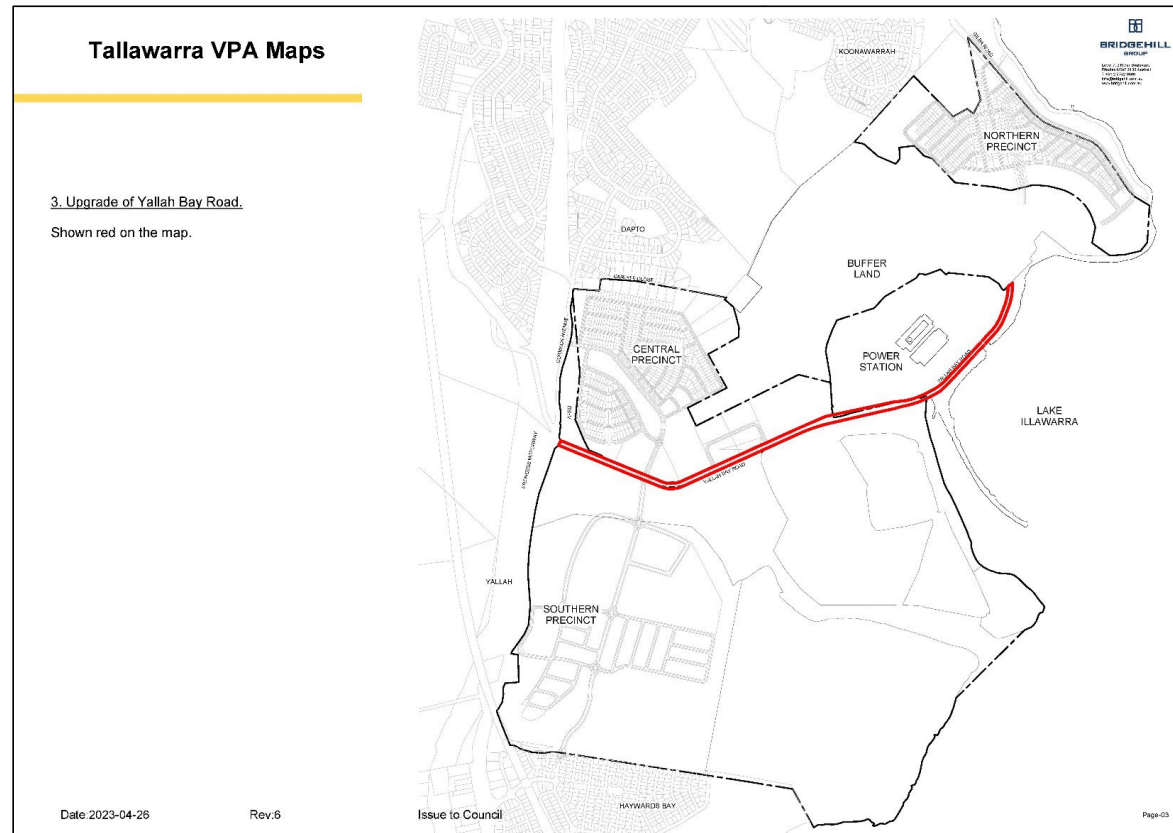
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ANNEXURE E: TRANSPORT PLAN – ITEM 2 NORTH - SOUTH LINK ROAD



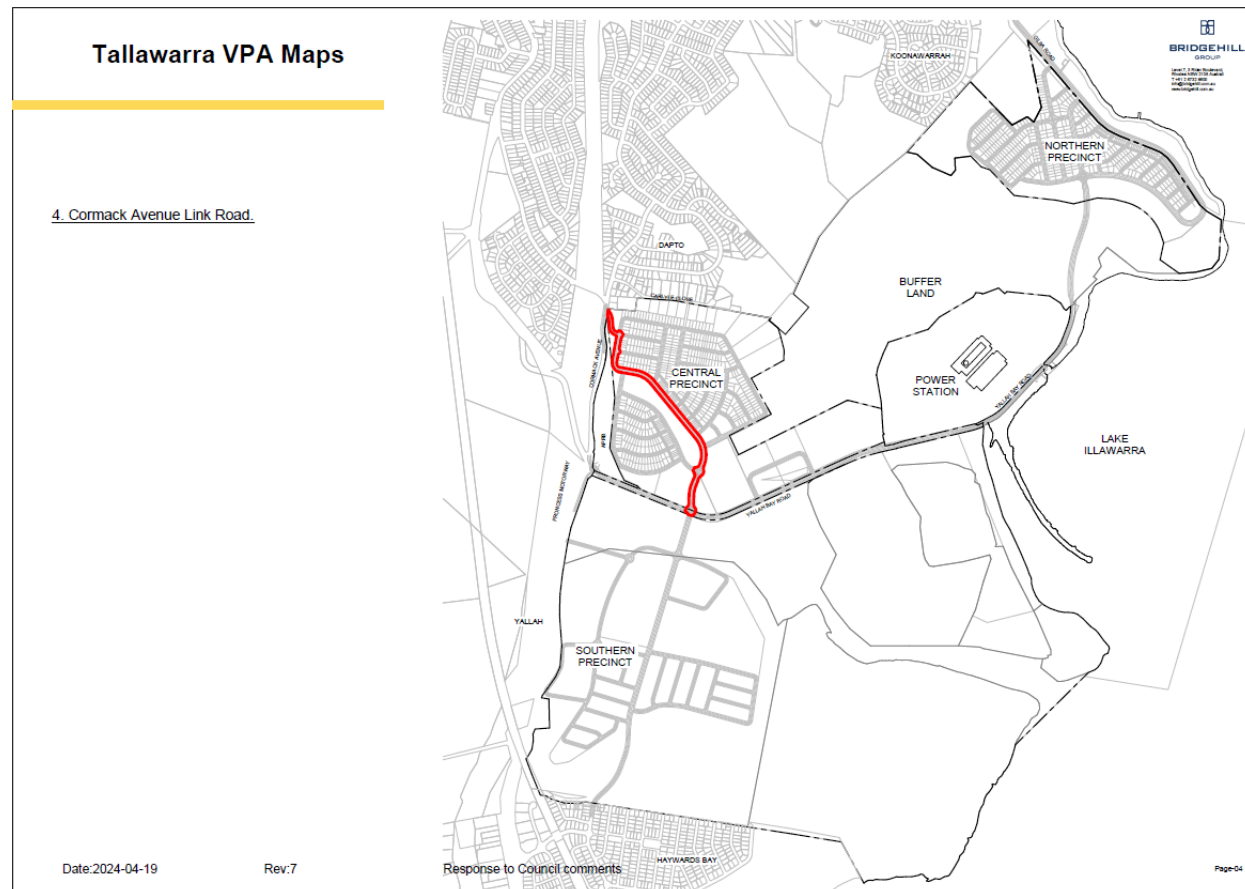
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ANNEXURE F: TRANSPORT PLAN – ITEM 3 UPGRADE OF YALLAH BAY ROAD



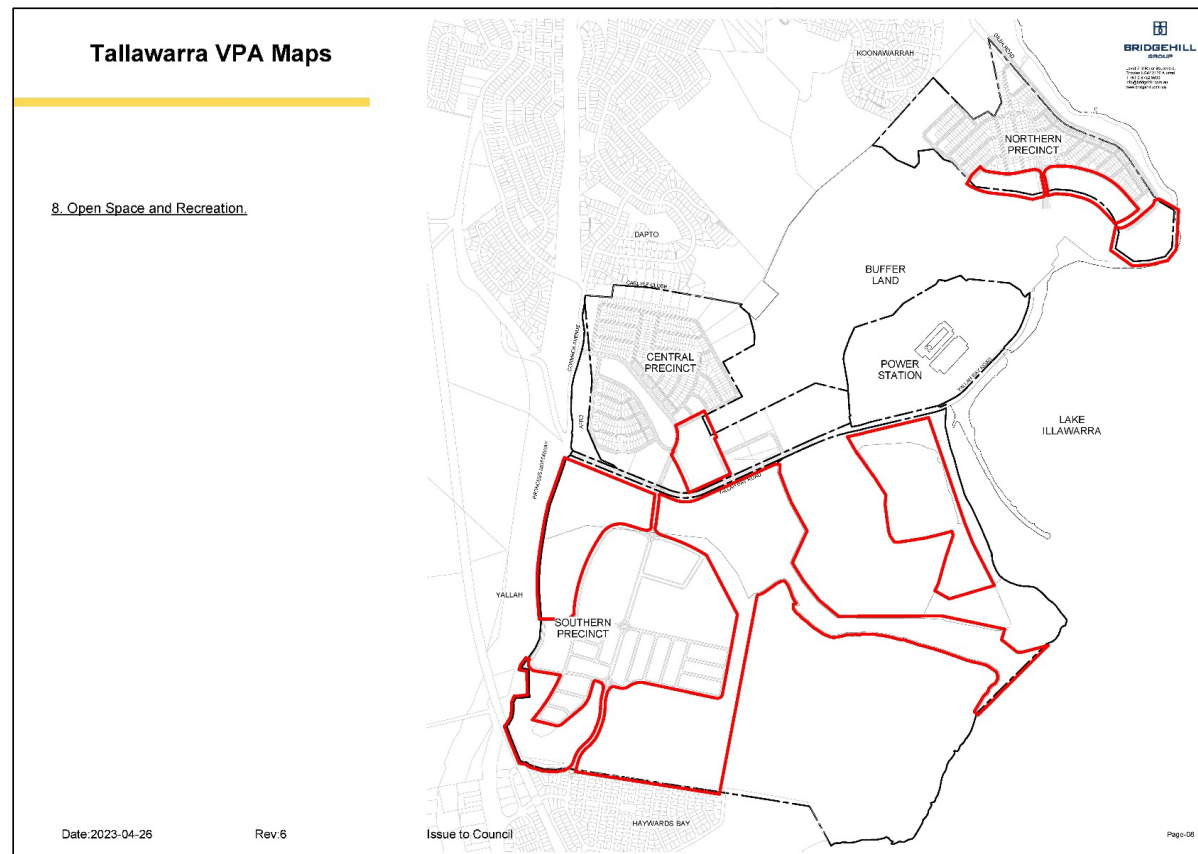
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ANNEXURE G: TRANSPORT PLAN – ITEM 4 CORMACK AVENUE LINK ROAD



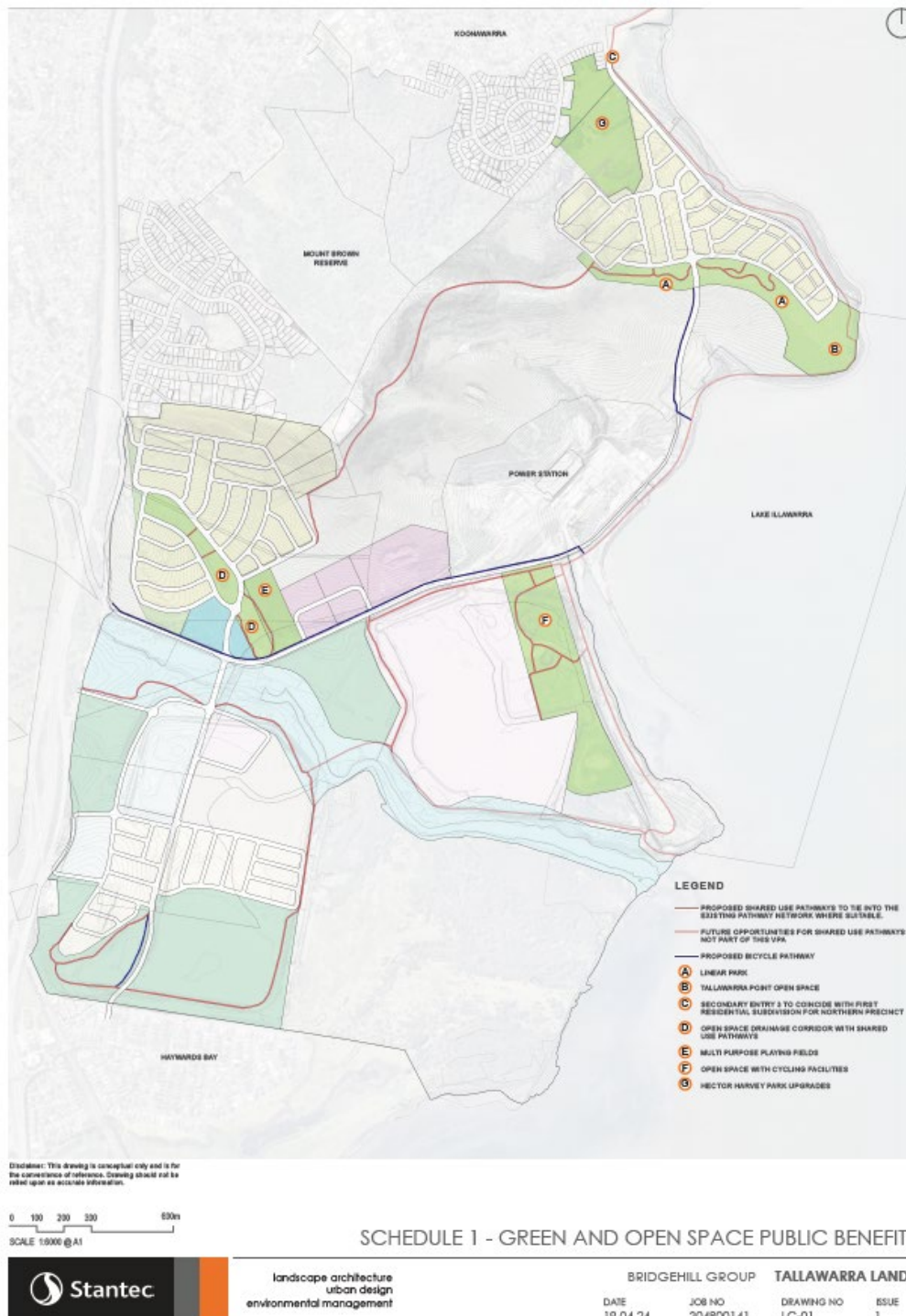
PLANNING AGREEMENT: TALLAWARRA

ANNEXURE H: OPEN SPACE AND RECREATION AREAS PLAN



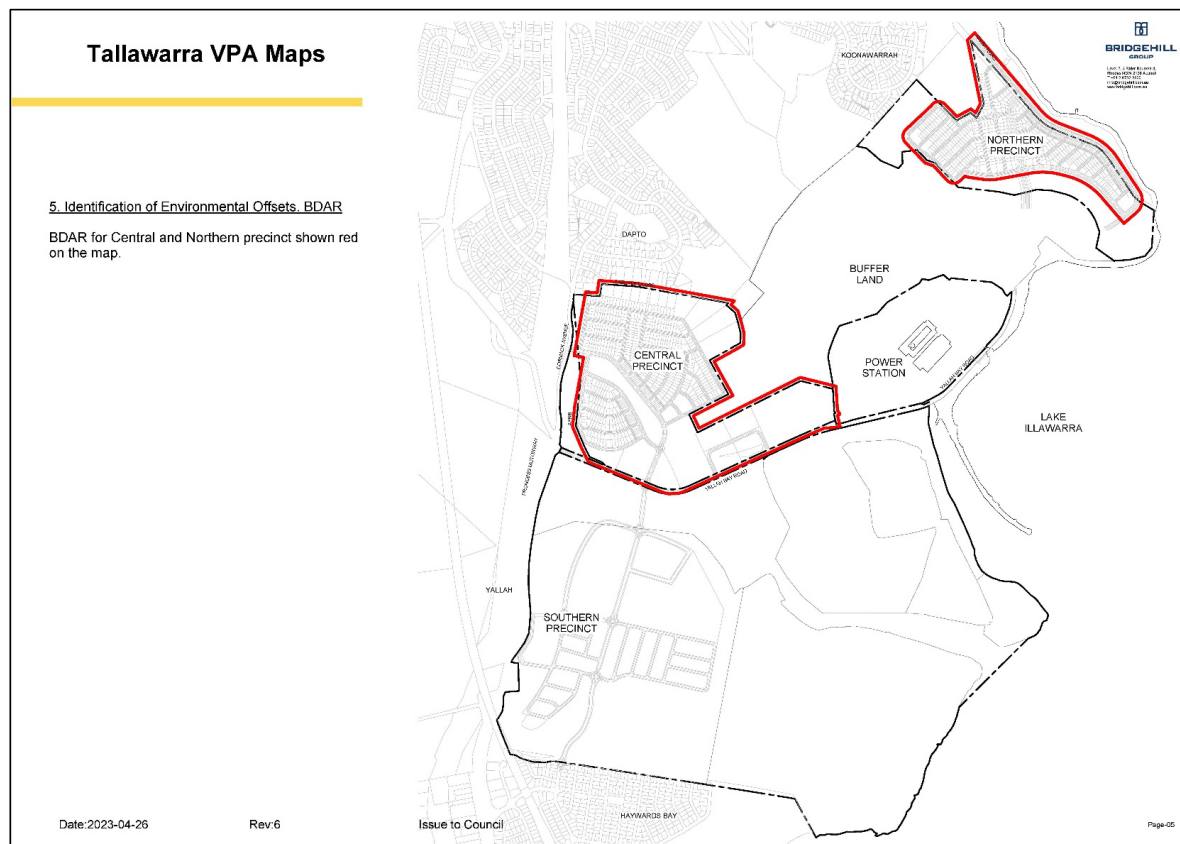
PLANNING AGREEMENT: TALLAWARRA

ANNEXURE I: OPEN SPACE AND RECREATION LOCATION PLAN



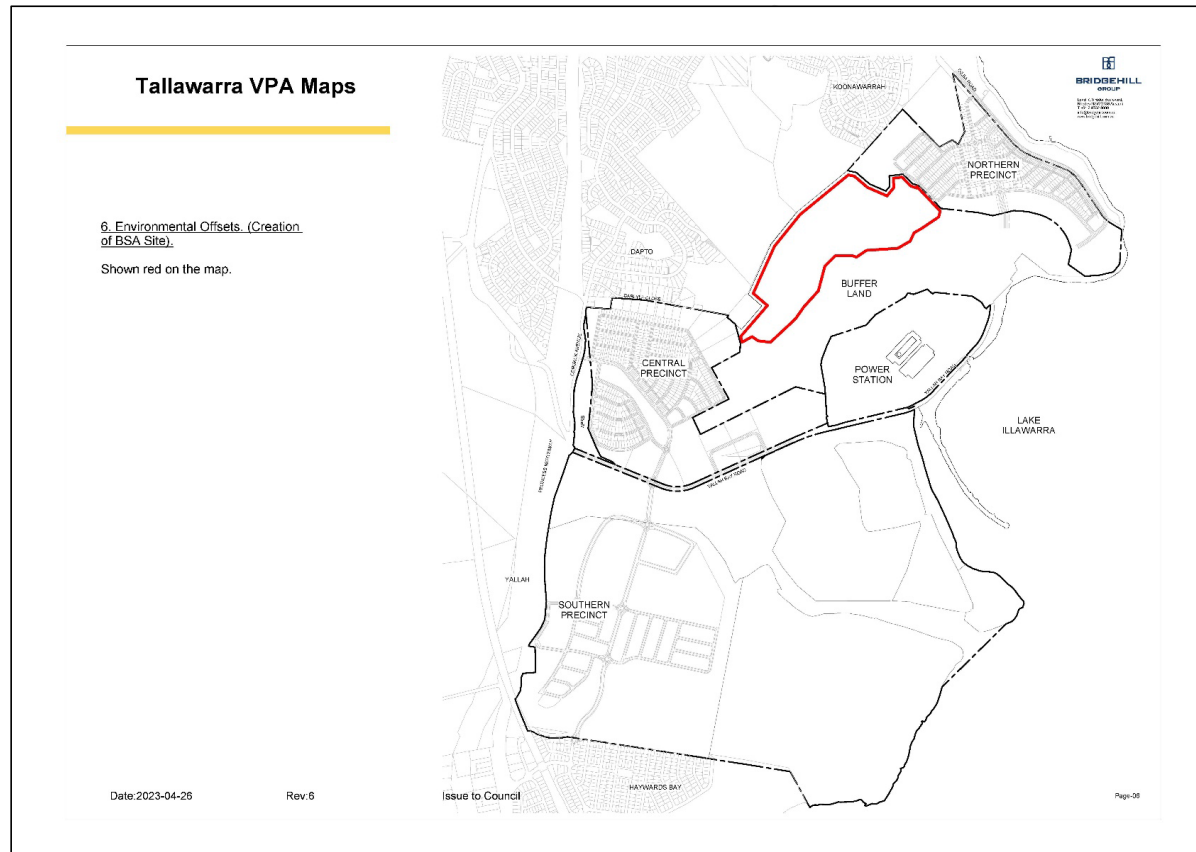
PLANNING AGREEMENT: TALLAWARRA

ANNEXURE J: ENVIRONMENTAL CONSERVATION PLAN – ITEM 1 BDAR OFFSETS



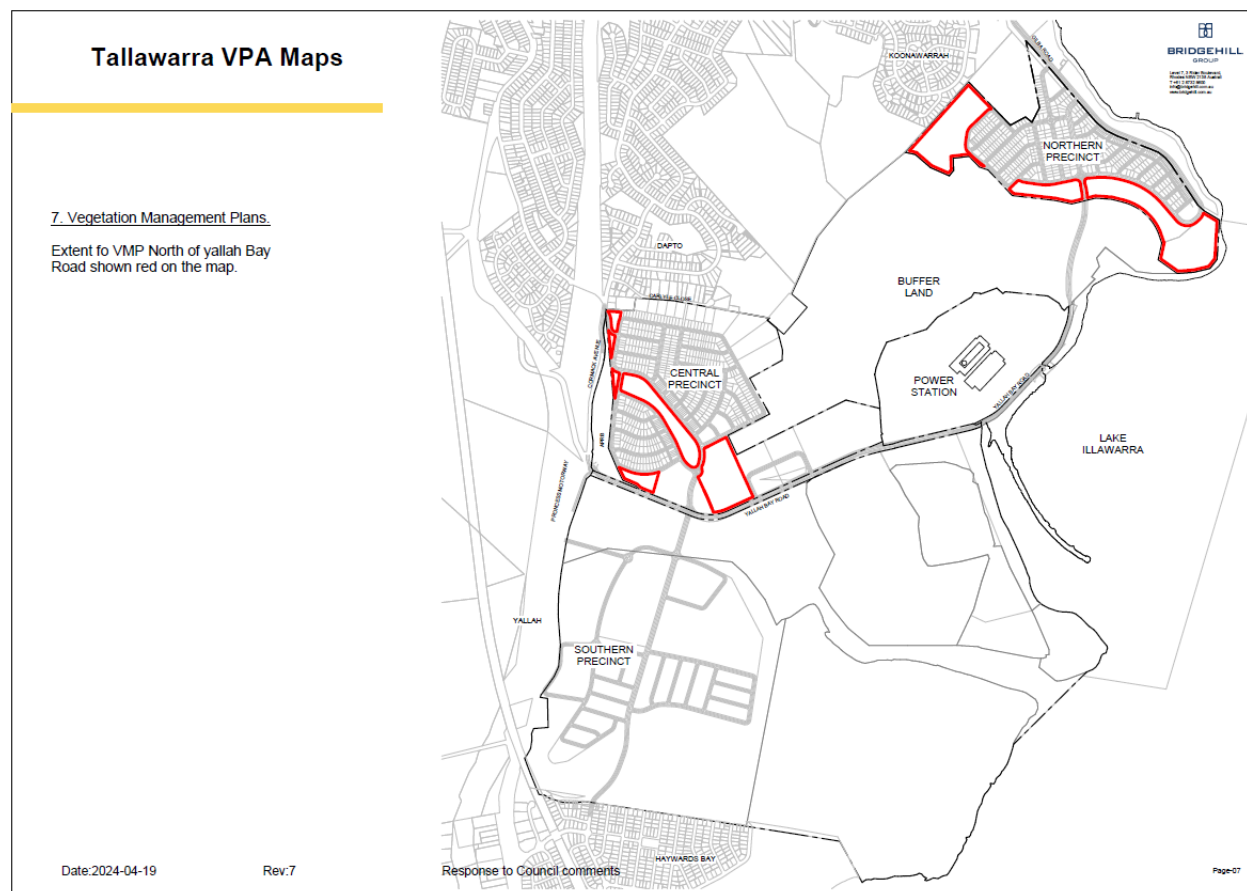
PLANNING AGREEMENT: TALLAWARRA

ANNEXURE K: ENVIRONMENTAL CONSERVATION PLAN – ITEM 2 ENVIRONMENTAL OFFSETS (BSA)



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ANNEXURE L: ENVIRONMENTAL CONSERVATION PLAN - ITEM 3 VEGETATION MANAGEMENT PLANS



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APPENDIX M: BOUNDARY OF SOUTHERN PRECINCT

