

20 February 2015

Voluntary Planning Agreement

Parramatta City Council
ABN 49 907 174 773

PCC DevCo1 Pty Ltd
ACN 161 130 981



Newcastle

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Agreement

Date

Parties

First party

Name Parramatta City Council (**Council**)
ABN 49 907 174 773
Contact The Chief Executive Officer
Telephone (02) 9806 5050

Second party

Name PCC DevCo1 Pty Ltd (**Developer**)
ACN 161 130 981
Contact Dennis Lidis
Telephone (02) 9233 1700

Background

- A. The Council owns, or has control over, the Land.
- B. On or about 24 December 2012, the Council and the Developer entered into a Project Delivery Agreement for the carrying out of the Development on the Land. The Project Delivery Agreement was varied, by deed of variation, on 22 October 2013 and 12 August 2014.
- C. The Project Delivery Agreement contains detailed provisions relating to the design, finance, construction, marketing and sale of the Development, including public domain works to be delivered to the Council.
- D. The Developer proposes to carry out the Development on the Land. To this extent, the Developer proposes to make a Development Application to Council for the Development.
- E. Clause 21 of the LEP provides that the height of a building on any land is not to exceed the maximum height shown on the land on the Height of Buildings Map. The Height of Buildings Map currently provides a maximum building height for part of the Land of 80 metres.
- F. Clause 22 of the LEP provides that the maximum floor space ratio on any land is not to exceed the floor space ratio shown for the land on the Floor Space Ratio Map. The Floor Space Ratio Map currently provides a maximum floor space ratio for part of the Land of 6:1.
- G. The Developer has sought a change to the LEP by way of a planning proposal. The planning proposal was submitted to Council in or around November 2013.

- H. The planning proposal proposed amendments to the LEP to the following effect:
- a. Re-align the RE1 Public Recreation and B4 Mixed Use zone;
 - b. Permit a maximum building height limit of 150 metres on the main allotment;
 - c. Re-align the 12 metre height restriction for the Church Street frontage to match adjoining Church Street allotments;
 - d. Set a maximum floor space ratio of 12:1 on the site; and
 - e. Remove the heritage listing for 333-335 Church Street from Schedule 5 of the LEP.
- I. The Developer has made an offer to enter into a planning agreement with Council requiring the Developer to deliver Public Domain Works and make a monetary contribution, subject to the terms of this agreement. Council has accepted the offer. The Parties wish to formalise that arrangement by entering into this agreement in accordance with section 93F of the Act.

Operative part

1 Definitions

In this agreement, unless context indicates a contrary intention:

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

Address means a party's address set out in the Notices clause of this agreement;

Approval means any certificate, licence, consent, permit, approval or other requirement of any Authority having jurisdiction in connection with the activities contemplated by this agreement;

Associated Public Domain Works means works defined as Public Domain Works South under the Project Delivery Agreement to enhance the public domain area described as "1- Public Domain associated with building works" on the "Extent of Voluntary Planning Agreement (VPA) Works" at 5.15 of the Public Domain Report, as generally depicted on the Public Domain Works Plans;

Authority means any government, semi-governmental, statutory, administrative, fiscal or judicial body, department, commission, authority, tribunal, public or other person;

Bank Guarantee means an irrevocable and unconditional undertaking (with no expiry date) by an Australian bank on terms acceptable to Council to pay an amount or amounts of money to Council on demand;

Business Day means a day on which banks are open for general banking business in Sydney, excluding Saturdays and Sundays;

Construction Certificate means a construction certificate as defined under section 109C of the Act;

Consumer Price Index means the All Groups Consumer Price Index applicable to Sydney published by the Australian Bureau of Statistics;

Date of Practical Completion has the same meaning as in the Project Delivery Agreement;

Defects Liability Period has the same meaning as in the Project Delivery Agreement;

Developer's Quantity Surveyor has the same meaning as in the Project Delivery Agreement;

Developer's Works has the same meaning as in the Project Delivery Agreement;

Development means the development proposed for the Land in the event that the Instrument Change is made, as agreed under the Project Delivery Agreement, being development for the purposes of a mixed use development known as "Riverside Parramatta" comprising:

- (a) Demolition of all existing structures on the Land;
- (b) Excavation of a six-level basement car park providing car parking for approximately 350 vehicle spaces;
- (c) Construction of a 41 storey mixed use building including:
 - (i) A three-storey podium accommodating ground floor retail uses, a Council-owned Discovery Centre and Café and a Conference Centre;
 - (ii) A 38 storey residential tower accommodating a residential amenities level above the podium and 413 residential apartments;
 - (iii) Stratum subdivision; and
 - (iv) Public domain improvements across the site particularly along the foreshore area to include pedestrian and cyclist networks;

Development Application has the same meaning as in the Act;

Development Consent has the same meaning as in the Act;

Fax Number means a party's facsimile number set out in the Notices clause of this agreement;

Floor Space Ratio Map has the same meaning as in the LEP;

Foreshore Monetary Contribution means the monetary contribution payable under clause 6.3(a);

Fountain means the centrepiece fountain proposed to be installed in or near the Parramatta River forming part of the Public Domain Works;

GST has the same meaning as in the GST Law;

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

Height of Buildings Map has the same meaning as in the LEP;

Instrument Change means a change to the LEP to provide the following for the Land, or parts of the Land:

- (a) A maximum building height of 150 metres;
- (b) A re-alignment of the 12 metre height restriction for the Church Street frontage;
- (c) A maximum floor space ratio of 12:1;
- (d) A removal of the heritage listing for the shop located at 333 Church Street, and
- (e) A modification of the zoning boundary alignment;

Land means Lot 1 DP 791693 and Lot 2 DP 791693 (known as 12 - 14 Phillip Street and 331A Church Street), Lot 3 DP 825045 (known as 333 Church Street), Lot A DP 333263 (known as 339 Church Street) and Lot 1 DP 1172250;

Law means:

- (a) any law applicable including legislation, ordinances, regulations, by-laws and other subordinate legislation;
- (b) any Approval, including any condition or requirement under it; and
- (c) any fees and charges payable in connection with the things referred to in paragraphs (a) and (b); and

LEADR means Lawyers Engaged in Alternative Dispute Resolution or, if no such organisation exists, then the President of the Law Society of New South Wales.

LEP means the *Parramatta City Centre Local Environmental Plan 2007*;

Monetary Contribution means the monetary contribution required to be paid under clause 6.1;

Occupation Certificate means an occupation certificate as defined under section 109C of the Act, and includes an interim Occupation Certificate or a final Occupation Certificate;

PDA Bank Guarantee means the bank guarantee provided by the Developer to Council under clause 31 of the Project Delivery Agreement;

Practical Completion has the same meaning as in the Project Delivery Agreement;

Project Delivery Agreement means the Project Delivery Agreement between Council and the Developer for the carrying out of the Development, as amended or varied between the parties to that agreement from time to time;

Public Domain Report means the report prepared by Johnson Pilton Walker dated 16 January 2014 at Annexure A;

Public Domain Works means the works described as Public Domain Works in Schedule 1;

Public Domain Works Plans means the concept plan for the Public Domain Works and the Associated Public Domain Works at Annexure B;

Register means the Torrens Title register maintained under the *Real Property Act 1900* (NSW);

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

South Bank has the same meaning as in the Project Delivery Agreement; and

South Bank Council Works has the same meaning as in the Project Delivery Agreement.

VPA DLP Bank Guarantee means an irrevocable and unconditional undertaking (with no expiry date) by an Australian bank on terms acceptable to Council to pay on demand an amount equivalent to 5% of the actual costs of the Public Domain Works as determined by the Developer's Quantity Surveyor.

2 Interpretation

In this agreement, unless context indicates a contrary intention:

- (a) **(documents)** a reference to this agreement or another document includes any document which varies, supplements, replaces, assigns or novates this agreement or that other document;
- (b) **(references)** a reference to a party, clause, paragraph, schedule or annexure is a reference to a party, clause, paragraph, schedule or annexure to or of this agreement;
- (c) **(headings)** clause headings and the table of contents are inserted for convenience only and do not affect interpretation of this agreement;
- (d) **(person)** a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown and any other organisation or legal entity and their personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns;
- (e) **(party)** a reference to a party to a document includes that party's personal representatives, executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
- (f) **(requirements)** a requirement to do any thing includes a requirement to cause that thing to be done, and a requirement not to do any thing includes a requirement to prevent that thing being done;

- (g) **(including)** including and includes are not words of limitation, and a list of examples is not limited to those items or to items of a similar kind;
- (h) **(corresponding meanings)** a word that is derived from a defined word has a corresponding meaning;
- (i) **(singular)** the singular includes the plural and vice-versa;
- (j) **(gender)** words importing one gender include all other genders;
- (k) **(parts)** a reference to one or more things includes each part and all parts of that thing or group of things but nothing in this clause implies that part performance of an obligation constitutes performance of that obligation;
- (l) **(rules of construction)** neither this agreement nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting;
- (m) **(legislation)** a reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations or instruments issued under it;
- (n) **(time and date)** a reference to a time or date in connection with the performance of an obligation by a party is a reference to the time and date in Sydney, Australia, even if the obligation is to be performed elsewhere;
- (o) **(joint and several)** an agreement, representation, covenant, right or obligation:
 - (i) in favour of two or more persons is for the benefit of them jointly and severally; and
 - (ii) on the part of two or more persons binds them jointly and severally;
- (p) **(writing)** a reference to a notice, consent, request, approval or other communication under this agreement or an agreement between the parties means a written notice, request, consent, approval or agreement;
- (q) **(replacement bodies)** a reference to a body (including an institute, association or Authority) which ceases to exist or whose powers or functions are transferred to another body is a reference to the body which replaces it or which substantially succeeds to its power or functions;
- (r) **(Australian currency)** a reference to dollars or \$ is to Australian currency;
- (s) **(month)** a reference to a month is a reference to a calendar month.
- (t) **(year)** a reference to a year is a reference to twelve consecutive calendar months;

3 Planning Agreement under the Act

The parties agree that this agreement is a planning agreement within the meaning of section 93F of the Act.

4 Application of this Agreement

- (a) This agreement applies to:
 - (i) The Land,
 - (ii) The Instrument Change, and
 - (iii) The Development.
- (b) If the Project Delivery Agreement is terminated, the Developer's rights and obligations under this agreement may, at Council's election, be novated to an incoming developer, on terms agreed by the Developer (acting reasonably).
- (c) If, within 20 Business Days of termination of the Project Delivery Agreement, this agreement has not been novated to an incoming developer in accordance with clause 4(b), the Council will release the Developer from any future obligations under this agreement, subject to Council retaining any rights to recover from the Developer with respect to any existing breach or existing failure of the Developer to satisfy the obligations under this Agreement..

5 Operation of this Agreement

The parties agree that this agreement operates on and from the date the Instrument Change is made, being the date the Instrument Change is published on the NSW Legislation Website.

6 Contributions to be made under this agreement

6.1 *Monetary Contribution*

- (a) The Developer will pay to the Council a monetary contribution of \$1,000,000.00, indexed from the date of this agreement in line with the percentage increase (but not decrease), if any, in the Consumer Price Index to the date of payment.
- (b) The parties acknowledge and agree that the purpose of the Monetary Contribution is to contribute to the Lennox Bridge Portals construction for the improvement of access to public reserve areas.
- (c) The Developer will provide the Monetary Contribution by way of a bank cheque in favour of Council.
- (d) The Developer must deliver to the Council:
 - (i) 50% of the Monetary Contribution together with a Bank Guarantee in the amount of 50% of the Monetary Contribution prior to the issue of a Construction Certificate in respect of the Development; and

- (ii) 50% of the Monetary Contribution prior to the issue of any Occupation Certificate in respect of the Development, on receipt of which the Council will release the Bank Guarantee provided under clause 6.1(d)(i).
- (e) The Council may call on the Bank Guarantee provided under clause 6.1(d)(i) in the event the Developer fails to make the payment required under clause 6.1(d)(ii).

For the avoidance of doubt, if construction of the Development does not commence and for that reason there is no statutory requirement to obtain a Construction Certificate, the obligation to pay the monetary contribution under clause 6.1(a) does not arise.

6.2 *Public Domain Works*

- (a) The Developer will design, finance, construct and deliver to Council the Public Domain Works in accordance with the Public Domain Report, any Development Consent for the Development, and the terms of the Project Delivery Agreement.
- (b) The parties acknowledge and agree that the purpose of the Public Domain Works is to provide public open space areas and improve the amenity of the public domain surrounding the Development.
- (c) The Public Domain Works required under this agreement will be taken to have been delivered for the purposes of this agreement when Practical Completion has been achieved for those works and the works are delivered to Council in accordance with the Project Delivery Agreement.
- (d) The Developer will deliver the Public Domain Works to Council on or before the date on which any Occupation Certificate is issued in respect of any building erected as part of the Development.
- (e) For the avoidance of doubt, if construction of the Development does not commence and for that reason there is no statutory requirement to obtain a Construction Certificate or an Occupation Certificate, the obligation to deliver the Public Domain Works under clause 6.2(a) does not arise.

6.3 *Foreshore Monetary Contribution*

- (a) Notwithstanding clause 6.2, if, after the Developer provides detailed design plans and specifications for the Fountain to Council but before Council is required to approve those plans and specifications under the Project Delivery Agreement, Council notifies the Developer that Council does not want to proceed with the Fountain:
 - (i) the Council must advise the Developer of the reasons for its decision; and

- (ii) the Developer must be given a reasonable opportunity to amend the design plans and specifications to address Council's concerns.

If the parties cannot resolve Council's concerns regarding the Fountain within a reasonable time and Council notifies the Developer that Council confirms it does not want to proceed with the Fountain (**Final Notice**), then the Developer must instead pay to Council a monetary contribution of \$300,000.00, indexed from the date Council provides the Final Notice in line with the percentage increase (but not decrease), if any, in the Consumer Price Index to the date of payment.

- (b) The parties acknowledge and agree that the purpose of the Foreshore Monetary Contribution is to embellish or improve in other ways the public domain foreshore area from O'Connell Street Bridge to the Elizabeth Street pedestrian bridge.
- (c) If the Developer is required to pay the Foreshore Monetary Contribution, the Developer will pay the Foreshore Monetary Contribution by way of a bank cheque in favour of the Council.
- (d) The Developer must pay the Foreshore Monetary Contribution to Council on or before the date on which any Occupation Certificate is issued in respect of any building erected as part of the Development.
- (e) For the avoidance of doubt if the Developer is required to pay the Foreshore Monetary Contribution:
 - (i) the Developer will not be required to install the Fountain, but will be required to complete the remainder of the Public Domain Works in accordance with this agreement; and
 - (ii) the Foreshore Monetary Contribution must be paid in addition to the Monetary Contribution.

6.4 *Associated Public Domain Works*

The Developer agrees that:

- (a) any Development Application for the Development will seek Development Consent for the Associated Public Domain Works; and
- (b) the Associated Public Domain Works will achieve Practical Completion prior to, or at the same time as, the following works forming part of the Development achieve Practical Completion:
 - (i) The ground floor retail, Discovery Centre, café and conference centre; and
 - (ii) The Public Domain Works.

6.5 *Reconciliation*

- (a) Prior to or at the same time as the Developer provides as-built drawings for the last component of the Public Domain Works to Council in

accordance with the Project Delivery Agreement, the Developer must provide to Council:

- (i) details of the actual costs of the Public Domain Works, which will include, if applicable, the Foreshore Monetary Contribution (**the Public Domain Works Costs**);
 - (ii) details of the actual costs of the Associated Public Domain Works (**the Associated Public Domain Works Costs**); and
 - (iii) the estimated development costs of the South Bank Council Works (excluding the Public Domain Works and the Associated Public Domain Works) and the Developer's Works on the South Bank, determined in accordance with clause 25J of the Regulation (**the Estimated Development Costs**) as at the Date of Practical Completion of the Public Domain Works.
- (b) The Public Domain Works Costs and the Associated Public Domain Works Costs must be certified by the Developer's Quantity Surveyor.
 - (c) The Estimated Development Costs must be certified by the Developer's Quantity Surveyor.
 - (d) The total of the Public Domain Works Costs and the Associated Public Domain Works Costs must be at least 3% of the Estimated Development Costs.
 - (e) If the total of the Public Domain Works Costs and the Associated Public Domain Works Costs is less than 3% of the Estimated Development Costs, the Developer must pay to the Council an amount equivalent to the difference between those two amounts (**Reconciliation Amount**), within 10 Business Days of providing the information under clause 6.5(a) to the Council and in any event prior to:
 - (i) the issue of any Occupation Certificate in respect of any building erected as part of the Development; or
 - (ii) the occupation of any such building (other than for the purpose of undertaking fit out works).
 - (f) For the avoidance of doubt, if the total of the Public Domain Works Costs and the Associated Public Domain Works Costs is more than 3% of the Estimated Developments Costs, no payment is required by the Developer or the Council.
 - (g) The Developer will pay the Reconciliation Amount by way of a bank cheque in favour of Council.
 - (h) The parties acknowledge and agree that the Reconciliation Amount will be used as a contribution towards the Lennox Bridge Portals construction for the improvement of access to public reserve areas and public domain works in the Parramatta Local Government Area.

6.6 *Verification of Value of Works*

- (a) The Developer must:
- (i) act reasonably and co-operate with Council and Council's quantity surveyor;
 - (ii) provide to Council all information reasonably requested by Council and Council 's quantity surveyor; and
 - (iii) answer any questions reasonably asked by Council and Council's quantity surveyor,

in relation to the costs incurred by the Developer in undertaking the Public Domain Works and the Associated Public Domain Works.

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

- (a) This agreement excludes the application of section 94 and section 94A of the Act to the Development.
- (b) This agreement does not exclude section 94EF of the Act to the Development.

8 Registration of this Agreement

8.1 *Definitions*

For the purposes of this clause 8 only, the reference to "Land" means Lot 1 DP 791693 and Lot 2 DP 791693 only.

8.2 *Registration of this agreement*

- (a) The Developer agrees that it will procure the registration of this agreement, under the *Real Property Act 1900 (NSW)* in the relevant folios of the Register for the Land in accordance with section 93H of the Act.
- (b) The Developer at its own expense will, promptly after this agreement comes into operation, take all practical steps, and otherwise do anything that the Council reasonably requires, to procure:
- (i) the consent of each person who:
 - (A) has an estate or interest in the Land; or
 - (B) is seized or possessed of an estate or interest in the Land; and
 - (ii) the execution of any documents; and
 - (iii) the production of the relevant duplicate certificates of title, to enable the registration of this agreement in accordance with clause 8.2(a).
- (c) The Developer at its own expense, will take all practical steps, and otherwise do anything that the Council reasonably requires:

- (i) to procure the lodgement of this agreement with the Registrar-General as soon as reasonably practicable after this agreement comes into operation but in any event, no later than 40 Business Days after that date; and
- (ii) to procure the registration of this agreement by the Registrar-General in the relevant folios of the Register for the Land as soon as reasonably practicable after this agreement is lodged for registration.

8.3 *Removal from Register*

- (a) The Council agrees that notification of this agreement may be removed from the Register of the Land, provided that:
 - (i) the Monetary Contribution has been paid;
 - (ii) all Public Domain Works have been delivered in accordance with clause 6.2(c);
 - (iii) if applicable, the Foreshore Monetary Contribution payable under clause 6.3(a) has been paid; and
 - (iv) the Reconciliation Amount has been paid in accordance with clause 6.5.
- (b) The Council will provide a release and discharge of this agreement so that it may be removed from the folios of the Register for the Land (or any part of it) provided the Council is satisfied the Developer has duly fulfilled its obligations under this agreement, and is not otherwise in default of any of the obligations under this agreement

9 Dispute Resolution

9.1 *Notice of dispute*

If a dispute between the Developer and Council arises in connection with this agreement or its subject matter, then the disputing party must give to the other a notice identifying and providing details of the subject of the dispute.

9.2 *Continuing to perform obligations*

All parties to this agreement must continue to perform their respective obligations under this agreement if there is a dispute but will not be required to complete the matter the subject of the dispute (while the dispute remains on foot), unless the party requiring that matter to be completed indemnifies the other party against reasonable costs and losses suffered in completing that matter if the dispute is not resolved in favour of the indemnifying party. This clause does not limit the right of any party to recover damages (including damages for any delay or other loss and associated costs) if the matter the subject of the dispute is resolved in favour of that party or the other party withdraws its requirement that the dispute be resolved.

9.3 Parties to consult

Any dispute between the parties arising in connection with this agreement or its subject matter must first be referred to the Chief Executive Officer of Council and the managing director of the Developer. Those persons must:

- (a) meet within 10 Business Days after the date of the notice for resolution of the dispute under clause 9.1; and
- (b) undertake genuine and good faith negotiations with a view to resolving the dispute. If these persons cannot agree within 10 Business Days of a party receiving a notice of dispute then the remaining provisions of this clause 9 apply.

9.4 Further steps required before proceedings

Any dispute between the parties arising in connection with this agreement or its subject matter must, (except in the case of an application for an interlocutory injunction), as a condition precedent to the commencement of litigation, first be the subject of mediation by a mediator agreed by the disputing parties and, if the parties cannot agree within 10 Business Days of a party receiving a notice of dispute, by a mediator appointed by LEADR.

9.5 Disputes for expert determination

If the mediation referred to in clause 9.4 has not resulted in settlement of the dispute within 25 Business Days after commencement of the mediation (or such longer period as the parties may agree), then:

- (a) if Council and the Developer agree that the matter should be determined by an expert, the matter must be referred to expert determination in accordance with clause 9.7; or
- (b) if Council and the Developer do not agree within 10 Business Days of the mediation ending, that the matter should be determined by an expert, either of them may commence litigation.

9.6 Choice of expert

A dispute to be referred to an expert in accordance with clause 9.5(a) must be determined by an independent expert of at least 10 years immediate past experience in the relevant field:

- (a) agreed between and appointed jointly by the parties; or
- (b) in the absence of agreement within 5 Business Days after the matter is referred to expert determination, appointed by the President or other senior officer for the time being of the body administering the relevant field and, if the parties cannot agree as to the relevant field within 10 Business Days, by an expert appointed by LEADR.

9.7 Expert

The expert appointed to determine a dispute:

- (a) must have a technical understanding of the issues in contest; and

- (b) must not have a significantly greater understanding of one party's business or operations which might allow the other side to construe this greater understanding as a bias; and
- (c) must inform each disputing party before being appointed the extent of the expert's understanding of each party's business or operations. If that information indicates a possible bias, then that expert must not be appointed except with the approval of both parties.

9.8 Agreement with expert

The parties must enter into an agreement with the expert appointed under clause 9.7 setting out the terms of the expert's engagement (including the time within which they expect must make the determination) and the expert's fees.

9.9 Directions to expert

In reaching a determination in respect of a dispute under clause 9.7, the expert must give effect to the intent of the parties entering into this agreement and the purposes of this agreement.

9.10 Role of expert

The expert must:

- (a) act as an expert and not as an arbitrator;
- (b) proceed in any manner as the expert thinks fit without being bound to observe the rules of natural justice or the rules of evidence;
- (c) not accept verbal submissions unless both parties are present;
- (d) on receipt of a written submission from one party ensure that a copy of such submission is given promptly to the other party;
- (e) 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;
- (f) 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);
- (g) issue a draft certificate stating the expert's intended determination giving each party 10 Business Days to make further submissions;
- (h) issue a final certificate stating the expert's determination having had regard to any further submissions received under clause 9.10(d); and
- (i) act with expedition with a view to issuing the final certificate as soon as practicable.

9.11 Complying with directions of expert

The disputing 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, each give the expert:

- (a) a short statement of facts;

- (b) a description of the dispute; and
- (c) any other documents, records or information the expert requests.

9.12 *Expert may commission reports*

Subject to obtaining the prior consent of both parties the expert may commission the expert's own advisers or consultants (including lawyers, accountants, bankers, engineers, surveyors or other technical consultants) to provide information to assist the expert in making a determination. Provided that both parties have consented to the costs, Council and the Developer must indemnify the expert for the cost of those advisers or consultants in accordance with clause 9.18.

9.13 *Expert may convene meetings*

The expert will hold a meeting with all 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.

9.14 *Meeting not a hearing*

The parties agree that a meeting under clause 9.13 is not a hearing and is not an arbitration.

9.15 *Confidentiality of information*

The parties agree, and must procure that each of the mediator and expert agrees as a condition of its appointment:

- (a) subject to clause 9.15(b), to keep confidential all documents, information and other material, disclosed to them during or in relation to the expert determination or mediation; and
- (b) not to disclose any confidential documents, information and other material except:
 - (i) to a party or adviser who has signed a confidentiality undertaking to the same effect as clause 9.15(a); or
 - (ii) if required by law to do so; and
- (c) not to use confidential documents, information or other material disclosed to them during or in relation to the expert determination for a purpose other than the expert determination or mediation.

9.16 *Confidentiality in proceedings*

The parties must keep confidential and must not disclose or rely upon or make the subject of a subpoena to give evidence or produce documents in any arbitral, judicial or other proceedings:

- (a) views expressed or proposals or suggestions made by a party or the expert during the expert determination or mediation relating to a possible settlement of the dispute; and

- (b) admissions or concessions made by a party during the expert determination or mediation in relation to the dispute; and
- (c) information, documents or other material concerning the dispute which are disclosed by a party during the expert determination or mediation unless such information, documents or facts shall have been otherwise discoverable in judicial or arbitral proceedings.

9.17 Final determination of expert

The parties agree that the final determination by an expert is final and binding upon them, absent manifest error.

9.18 Expert's Costs

If any expert does not award costs, the disputing parties must each pay an equal share of the expert's costs incurred from the date of appointment to the date of the final determination.

9.19 Expert generally not liable

The parties agree that other than where the expert has engaged in fraud, the expert will not be liable to them in any respect in connection with the carrying out of the expert's functions in accordance with this agreement.

9.20 Survive termination

The provisions of this clause 9 survive termination of this agreement.

10 Security and Enforcement

10.1 PDA Bank Guarantee

- (a) The parties agree that:
 - (i) Council may call on the PDA Bank Guarantee if the Developer fails to perform any of its obligations under this agreement; and
 - (ii) the Public Domain Works form part of the 'Council Works' as defined in the Project Delivery Agreement.

10.2 VPA DLP Bank Guarantee

- (a) Prior to, or on the Date of Practical Completion for the Public Domain Works or any part of the Public Domain Works, the Developer will provide to Council the VPA DLP Bank Guarantee.
- (b) The Developer acknowledges and agrees that Council may call on the VPA DLP Bank Guarantee if the Developer fails to perform any of its obligations under this agreement or the Project Delivery Agreement during the Defects Liability Period in respect of the Public Domain Works only.
- (c) If Council calls on the VPA DLP Bank Guarantee, the Developer must, no later than 5 Business Days after Council gives notice to the Developer requesting the VPA DLP Bank Guarantee to be replaced, provide a replacement or additional bank guarantee so that the amount held by Council is the full amount of the VPA DLP Bank Guarantee.

- (d) Council must return the VPA DLP Bank Guarantee to the Developer upon expiry of the Defects Liability Period in respect of the Public Domain Works.

10.3 *Restriction on the issue of Certificates*

- (a) For the purposes of section 109F(1) of the Act and clause 146A of the Regulation, the Developer must deliver the Monetary Contribution and Bank Guarantee in accordance with clause 6.1(d)(i) to Council prior to the issue of any Construction Certificate in respect of the Development.
- (b) For the purposes of section 109H(2) of the Act, the Developer must:
 - (i) deliver the Monetary Contribution in accordance with clause 6.1(d)(ii);
 - (ii) complete the Public Domain Works in accordance with clause 6.2;
 - (iii) if applicable deliver the Foreshore Monetary Contribution in accordance with clause 6.3;
 - (iv) pay the Reconciliation Amount in accordance with clause 6.5; and
 - (v) deliver the VPA DLP Bank Guarantee in accordance with clause 10.2(a),

prior to the issue of any Occupation Certificate in respect of any building forming part of the Development.

10.4 *General Enforcement*

- (a) Without limiting any other remedies available to the parties, this agreement may be enforced by any party in any Court of competent jurisdiction.
- (b) Nothing in this agreement prevents:
 - (i) a party from bringing proceedings in the Land and Environment Court to enforce any aspect of this agreement or any matter to which this agreement relates; and
 - (ii) the Council from exercising any function under the Act or any other Act or Law relating to the enforcement of any aspect of this agreement or any matter to which this agreement relates.

11 Review

- (a) This agreement may be reviewed or modified and any review or modification of this agreement will be conducted in the circumstances and in the manner determined by the parties.
- (b) No modification or review of this agreement will be of any force or effect unless it is in writing and signed by the parties to this agreement.

- (c) A party is not in breach of this agreement if it does not agree to an amendment to this agreement requested by a party, in or as a consequence, of a review.

12 Assignment

- (a) The Developer must not assign, novate or otherwise transfer its rights and/or obligations under this agreement to another party (**the Transferee**) unless:
 - (i) The Developer's rights and/or obligations (as the case may be) under the Project Delivery Agreement have been assigned, novated or transferred to the Transferee in accordance with the terms of the Project Delivery Agreement; or
 - (ii) Council has provided its prior written consent.

13 No fetter

13.1 *Discretion*

This agreement is not intended to operate to fetter, in any manner, the exercise of any statutory power or discretion of the Council, including but not limited to any statutory power or discretion of the Council relating to the Instrument Change or the assessment and determination of any Development Application for the Development (all referred to in this agreement as a "**Discretion**").

13.2 *No fetter*

No provision of this agreement is intended to constitute any fetter on the exercise of any Discretion. If, contrary to the operation of this clause, any provision of this agreement is held by a court of competent jurisdiction to constitute a 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 is substantially satisfied;
- (b) in the event that (a) cannot be achieved without giving rise to a fetter on the exercise of a Discretion, the relevant provision is to be severed and the remainder of this agreement has full force and effect; and
- (c) to endeavour to satisfy the common objectives of the parties in relation to the provision of this agreement, which is to be held to be a fetter to the extent that is possible, having regard to the relevant court judgment.

14 Notices

14.1 *Notices*

Subject to clause 14.2, any notice given under or in connection with this agreement (**Notice**):

- (a) must be in writing and signed by a person duly authorised by the sender;

- (b) must be addressed as follows and delivered to the intended recipient by hand, by prepaid post or by fax at the Address or Fax Number below, or at the Address or Fax Number last notified by the intended recipient to the sender after the date of this agreement:
- (i) to Parramatta City Council: PO Box 32, Parramatta NSW 2124
Fax: 02 9806 5917
Attention: The Chief Executive Officer;
 - (ii) to PCC DevCo1 Pty Ltd: c/- LIDIS, Level 17, 25 Bligh Street, Sydney NSW 2000
Attention: Dennis Lidis;
- (c) is taken to be given and made:
- (i) in the case of hand delivery, when delivered;
 - (ii) in the case of delivery by post, three Business Days after the date of posting (if posted to an Address in the same country) or seven Business Days after the date of posting (if posted to an Address in another country); and
 - (iii) in the case of a fax, on production of a transmission report by the machine from which the fax was sent that indicates the fax was sent in its entirety to the recipient's Fax Number; and
- (d) if under clause (c) a Notice would be taken to be given or made on a day that is not a Business Day in the place to which the Notice is sent, or later than 4 pm (local time), it is taken to have been given or made at the start of business on the next Business Day in that place.

14.2 Notices sent by email

- (a) A party may serve a Notice by email if the Notice:
- (i) includes a signature block specifying:
 - (A) the name of the person sending the Notice; and
 - (B) the sender's position within the relevant party;
 - (ii) states in the body of the message or the subject field that it is sent as a Notice under this agreement;
 - (iii) contains an express statement that the person sending the Notice has the authority to serve a Notice under this agreement;
 - (iv) is sent to the email address below or the email address last notified by the intended recipient to the sender:
 - (A) to Parramatta City Council: Attention: The Chief Executive Officer
council@parracity.nsw.gov.au;

(B) to PCC DevCo1 Pty Ltd: Attention: Dennis Lidis
dennis@lidis.com.

- (b) The recipient of a Notice served under this clause 14.2 must:
 - (i) promptly acknowledge receipt of the Notice; and
 - (ii) keep an electronic copy of the Notice,
- (c) Failure to comply with clause (b) does not invalidate service of a Notice under this clause.

14.3 *Receipt of Notices sent by email*

- (a) A Notice sent under clause 14.2 is taken to be given or made:
 - (i) when the sender receives an email acknowledgement from the recipient's information system showing the Notice has been delivered to the email address stated above;
 - (ii) when the Notice enters an information system controlled by the recipient; or
 - (iii) when the Notice is first opened or read by the recipient,
whichever occurs first.
- (b) If under clause (a) a Notice would be taken to be given or made on a day that is not a Business Day in the place to which the Notice is sent, or later than 4 pm (local time), it will be taken to have been given or made at the start of business on the next Business Day in that place.

15 General

15.1 *Relationship between parties*

- (a) Nothing in this agreement:
 - (i) constitutes a partnership between the parties; or
 - (ii) except as expressly provided, makes a party an agent of another party for any purpose.
- (b) A party cannot in any way or for any purpose:
 - (i) bind another party; or
 - (ii) contract in the name of another party.
- (c) If a party must fulfil an obligation and that party is dependent on another party, then that other party must do each thing reasonably within its power to assist the other in the performance of that obligation.

15.2 *Time for doing acts*

- (a) If the time for doing any act or thing required to be done or a notice period specified in this agreement expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.

- (b) If any act or thing required to be done is done after 5 pm on the specified day, it is taken to have been done on the following Business Day.

15.3 *Further assurances*

Each party must promptly execute all documents and do all other things reasonably necessary or desirable to give effect to the arrangements recorded in this agreement.

15.4 *Variation*

A provision of this agreement can only be varied by a later written document executed by or on behalf of all parties.

15.5 *Counterparts*

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

15.6 *Legal expenses*

- (a) The Developer must pay the Council's legal costs and disbursements in connection with the negotiation, preparation, execution and release or discharge of this agreement.
- (b) For the avoidance of doubt, the Council's legal costs and disbursements to be paid by the Developer under clause 15.6(a) include costs and disbursements incurred by the Council acting in its role as landowner, and costs and disbursements incurred by the Council acting in its role as public authority.

15.7 *Entire agreement*

The contents of this agreement constitute the entire agreement between the parties and supersede any prior negotiations, representations, understandings or arrangements made between the parties regarding the subject matter of this agreement, whether orally or in writing.

15.8 *Invalidity*

- (a) A word or provision must be read down if:
 - (i) this agreement is void, voidable, or unenforceable if it is not read down;
 - (ii) this agreement will not be void, voidable or unenforceable if it is read down; and
 - (iii) the provision is capable of being read down.
- (b) A word or provision must be severed if:
 - (i) despite the operation of clause (a), the provision is void, voidable or unenforceable if it is not severed; and
 - (ii) this agreement will be void, voidable or unenforceable if it is not severed.

- (c) The remainder of this agreement has full effect even if clause 15.8(b)(i) or (ii) applies.

15.9 *Waiver*

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

15.10 *Governing law and jurisdiction*

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

15.11 *GST*

- (a) Words and expressions which are not defined in this agreement but which have a defined meaning in GST Law have the same meaning as in the GST Law.
- (b) Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this agreement are exclusive of GST.
- (c) If GST is imposed on any supply made under or in accordance with this agreement, the Developer must pay the GST or pay to the Council an amount equal to the GST payable on or for the taxable supply, whichever is appropriate in the circumstances.

Schedule 1 Public Domain Works

- 1 The Public Domain Works are those works to enhance the public domain areas described as “2 – VPA - South Bank Foreshore” and “3 – VPA - Phillip Land” on the “Extent of Voluntary Planning Agreement (VPA) Works” at 5.15 of the Public Domain Report as generally depicted on the Public Domain Works Plans, including:
- (a) Embellishing foreshore land on the South Bank of Parramatta River, including:
 - (i) Creating a continuous and accessible riverfront promenade and provision of new pedestrian access and cyclist shared paths along the river foreshore;
 - (ii) Undertaking public domain works to land currently known as 339 Church Street;
 - (iii) Embellishing the southern river bank by way of reclamation to increase the available public open space on the foreshore;
 - (iv) Performing cut and fill along the river edge to increase the accessible width of the river front promenade within technical constraints of the river and to ensure overall river volume is not reduced;
 - (v) Repairing sections of damage river wall; and
 - (vi) Undertaking works, including hedging and landscaping to screen ramps, stairs and rails and the installation of LED lighting poles, bollards and in-ground services;
 - (b) Embellishing land known as “Phillip Lane” into a shared pedestrian zone, including paving, landscaping and the installation of bollards and other traffic calming measures;
 - (c) Designing and implementing various public art works to the South Bank of Parramatta River, including:
 - (i) Installing public artworks around the foreshore area of the river, in accordance with an approved public art strategy that includes:
 - (A) Artworks or installations that respond to the river, including artworks that might be integrated into the river, or respond to the river’s changing nature through the seasons or weather;
 - (B) Artworks that respond to the site’s rich history, including its important pre-settlement history, as Parramatta was a focal point for Aboriginal occupation as the natural landscape was rich in resources;
 - (C) Artworks or installations that acknowledge the role of the Discovery Centre within the development on the South Bank, and how artwork might connect with display material

within the Discovery Centre to offer new ways to connect with place – past, present and future;

- (D) Artworks or installations that are part of the urban design overlay, such as seating elements; and
 - (E) Artwork's that integrate sound and light aspect, which might form part of the precinct experience;
- (ii) Designing and installing lighting and centrepiece fountain to the Parramatta River. This would include tall vertical jets along the middle of the river, with LED colour mixing lighting and variable pressure control, providing movement and a point of focus on the river. Pressure control will allow for animated effects and variation in the effect. If a more dynamic effect is desired, motion control could be added for the classic "dancing water fountain" effect;
 - (iii) Installing a temporary public viewing screen for special public events. This would include a large format public viewing screen, which could be used for public movie screenings, film festivals, event promotion etc. the location would have to be coordinated based on available viewing areas, viewing angles, surrounding building and trees, etc. the screen could also be masked or hidden from view when not in use.
- 2 The Public Domain Works will include survey, design, engineering, demolition, earthworks, relocation of utilities and construction works.
- 3 The Public Domain Works will be determined in accordance with a detailed design prepared pursuant to the Project Delivery Agreement, and generally in accordance with
- (a) the Public Domain Report;
 - (b) the Public Domain Works Plans; and
 - (c) any Development Consent for those works.
- 4 In the event that there is any inconsistency between the description of the Public Domain Works in this Schedule and the detailed design prepared in accordance with the Project Delivery Agreement, the detailed design shall prevail and, if necessary, the parties agree to undertake a review of this agreement in accordance with clause 11 to ensure this agreement is consistent with any such detailed design.

THE COMMON SEAL OF THE COUNCIL OF THE CITY OF PARRAMATTA WAS HEREUNTO AFFIXED THIS 13 DAY OF FEBRUARY 15 PURSUANT TO A RESOLUTION OF COUNCIL PASSED AT ITS MEETING HELD ON THE 24 DAY OF NOVEMBER 2014. minute: 15209

Executed as an agreement

Signed by the authorised delegate for)
Parramatta City Council in accordance)
with a resolution of the Council dated 24)
November 2014 in the presence of:)



Signature of Witness

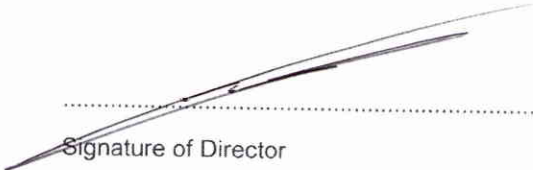


Signature of Authorised Delegate

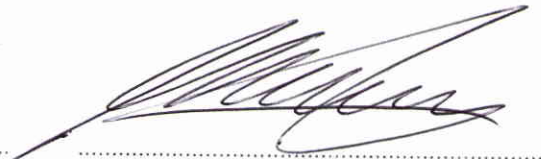
Katherine Petros

Print name of Witness

Executed by PCC DevCo1 Pty Ltd)
ACN 161 130 981 in accordance with)
section 127 of the Corporations Act 2001)
(Cth) by:)



Signature of Director



Signature of Director/Secretary

CHRISTOPHER DEINAS

Print name of Director

DENNIS LIDIS

Print name of Director/Secretary

Annexure A

Public Domain Report

DA Issue

16 January 2014

Riverside Parramatta

12-14 Phillip Street,
333 & 339 Church Street

Public Domain Report

**JPW
JOHNSON PILTON WALKER**

**Level 10 Plaza Building Australia Square
95 Pitt Street Sydney NSW 2000 Australia**

ARCHITECTURE
URBAN DESIGN
LANDSCAPE
EXHIBITIONS
INTERIORS

Document Verification

| Revision | Date | Reason for Issue | Prep. By | Rev. By | JPW Approv. | Client Approv. |
|----------|---------|-------------------|----------|---------|-------------|----------------|
| 1 | 5.12.13 | draft for comment | AC | GD | - | - |
| 2 | 2.12.13 | CA issue | AC | GD | - | - |
| 3 | 6.01.14 | CA Issue | AC | DS | - | - |

Title: **Riverside Parramatta
Public Domain Report**

Address: 10 Pitt Street, Sydney NSW 2000
Level 10, Plaza B, 100 Australia Square, 95 Pitt Street, Sydney NSW
2000 Australia

Date: 24 April 2013

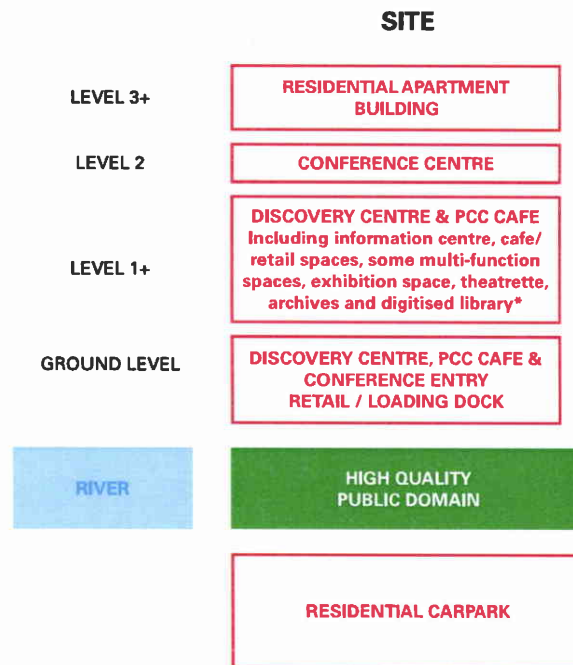
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This report has been prepared by JFW. Information contained in this report is preliminary only and is subject to change through design development, cost and client reviews. Make suitable consultation and ongoing cost re-estimation.

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1.0 Introduction





1.1 BACKGROUND

This Report has been prepared by Johnson Pilton Walker (JPW) on behalf of PCC DevCo1 Pty Ltd (a joint venture between LIDIS and Dockside). JPW have been engaged by PCC DevCo1 Pty Ltd as architects, landscape architects and urban designers for the project.

PCC DevCo1 Pty Ltd has entered into a joint venture partnership with Parramatta City Council (PCC) to develop the site for mixed use development comprising of the following:

- Foreshore upgrade works along the riverfront
- A range of Public Infrastructure Works including cafes on the riverfront;
- A Discovery Centre and Conference Centre within a 3 storey podium;
- Over 413 residential apartments in a single residential tower located above the podium.

1.2 PURPOSE OF THIS REPORT

This Public Domain Report has been prepared to support the Development Application (DA) submission. It describes the publicly accessible spaces and their context. A high quality public realm is essential to connect the sites with the river, and to the rest of Parramatta. The new public domain will help to activate the site and the riverfront in this prominent part of the Parramatta CBD.

Fig. 1 - The project combines a range of uses, and users.
The principal distribution of uses is outlined in the stacking diagram above
Source: JPW Graphic

2.0 Context

2.1 SYDNEY CONTEXT

Parramatta is Sydney's second city, both historically and economically. When the young colony was struggling to feed itself the establishment of farms and an administrative centre at Parramatta, linked to Sydney by river transport, was essential to its survival.

Now Parramatta is at the geographic and demographic centre of greater Sydney, and is once again growing rapidly. It is the second largest CBD in Sydney and the sixth largest in Australia. The economy is based on health, finance, insurance and government sectors. The population of the LGA is 175,000 and it provides employment for 120,000 people.

Parramatta lies at the heart of the rapidly expanding Western Sydney. It has excellent road and rail transport links as well as the important historical, symbolic and environmental link of the Parramatta River.

In its aims to develop Parramatta as a vital and active city, the Council is in the process of developing some of the 8ha of land that it owns in the CBD. The Riverside Parramatta site is one of these projects and along with the Parramatta Square Project it will see major enhancements to the city's public domain.

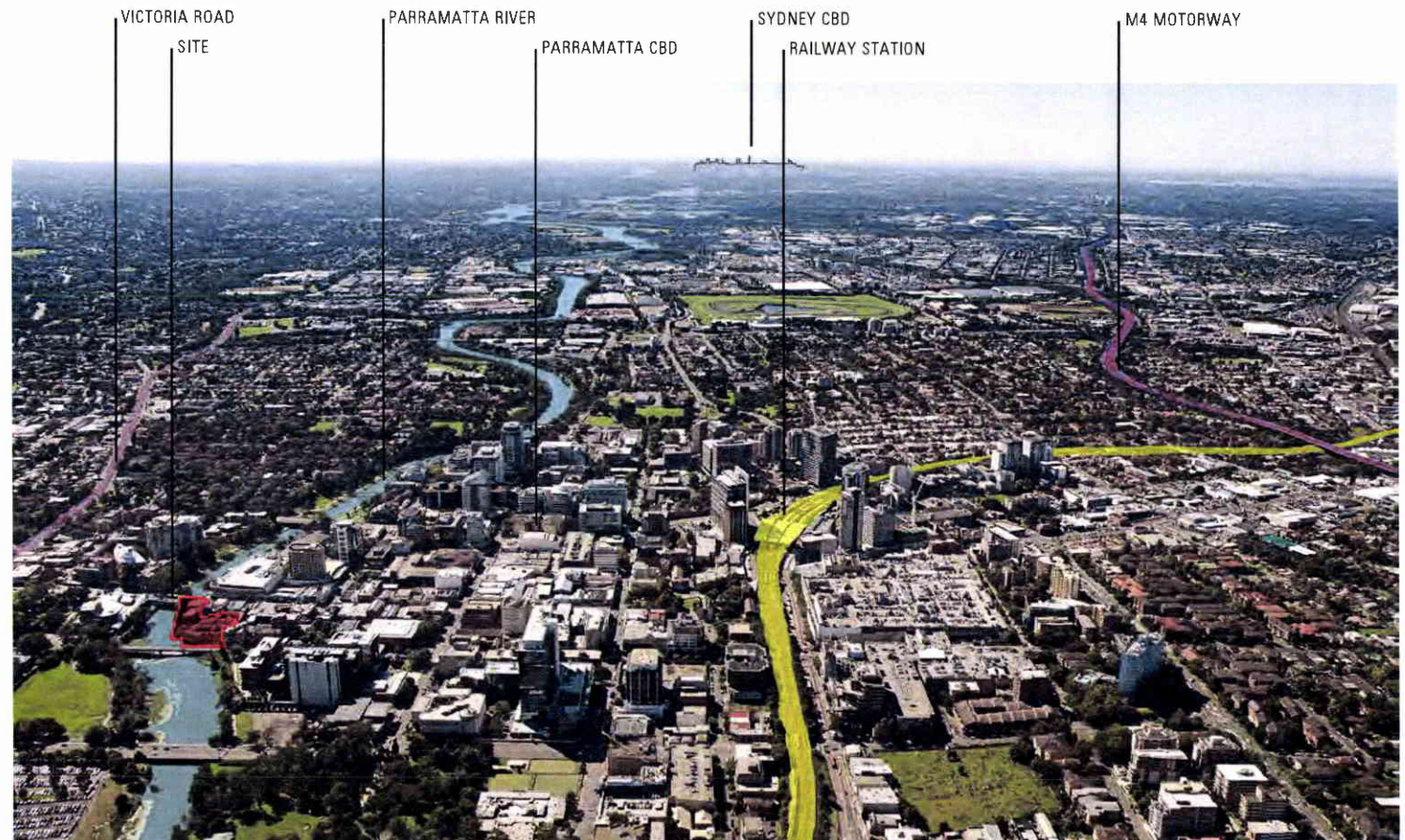


Fig. 2 - Aerial perspective photograph over Parramatta looking east towards Sydney CBD
Source: JPW Graphic over LIDIS Aerial photograph

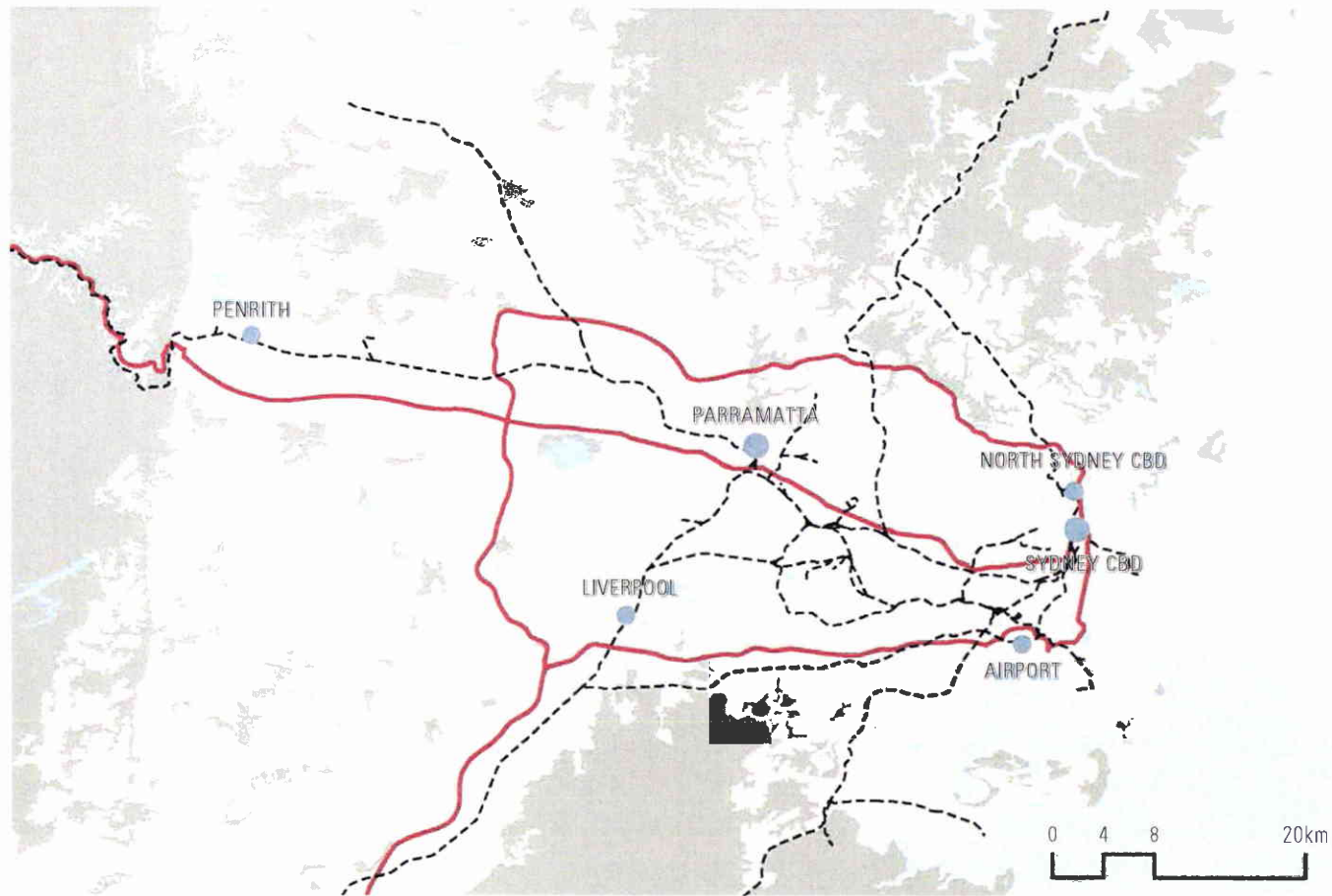


Fig. 3 - Parramatta in the Sydney Context.
Source: JPW Graphic derived from Geoscience Australia vector data.

2.2 PARRAMATTA CONTEXT

The Riverside Parramatta site is located on south side of the Parramatta River between Church Street and Marsden Street. The City streets are laid out on a grid that is roughly oriented north-south and east-west. Church Street runs north-south and is the main shopping street, leading south to the Church Street Mall, railway station and to the Westfield shopping centre. Church Street is promoted as an 'Eat Street' and is lined with restaurants and outdoor dining areas.

The Riverside Theatre complex which is Parramatta's cultural hub is located on the north side of the river. Parramatta Park is 300m to the west. It accommodates regional scale festivals and celebrations mainly in the warmer months.

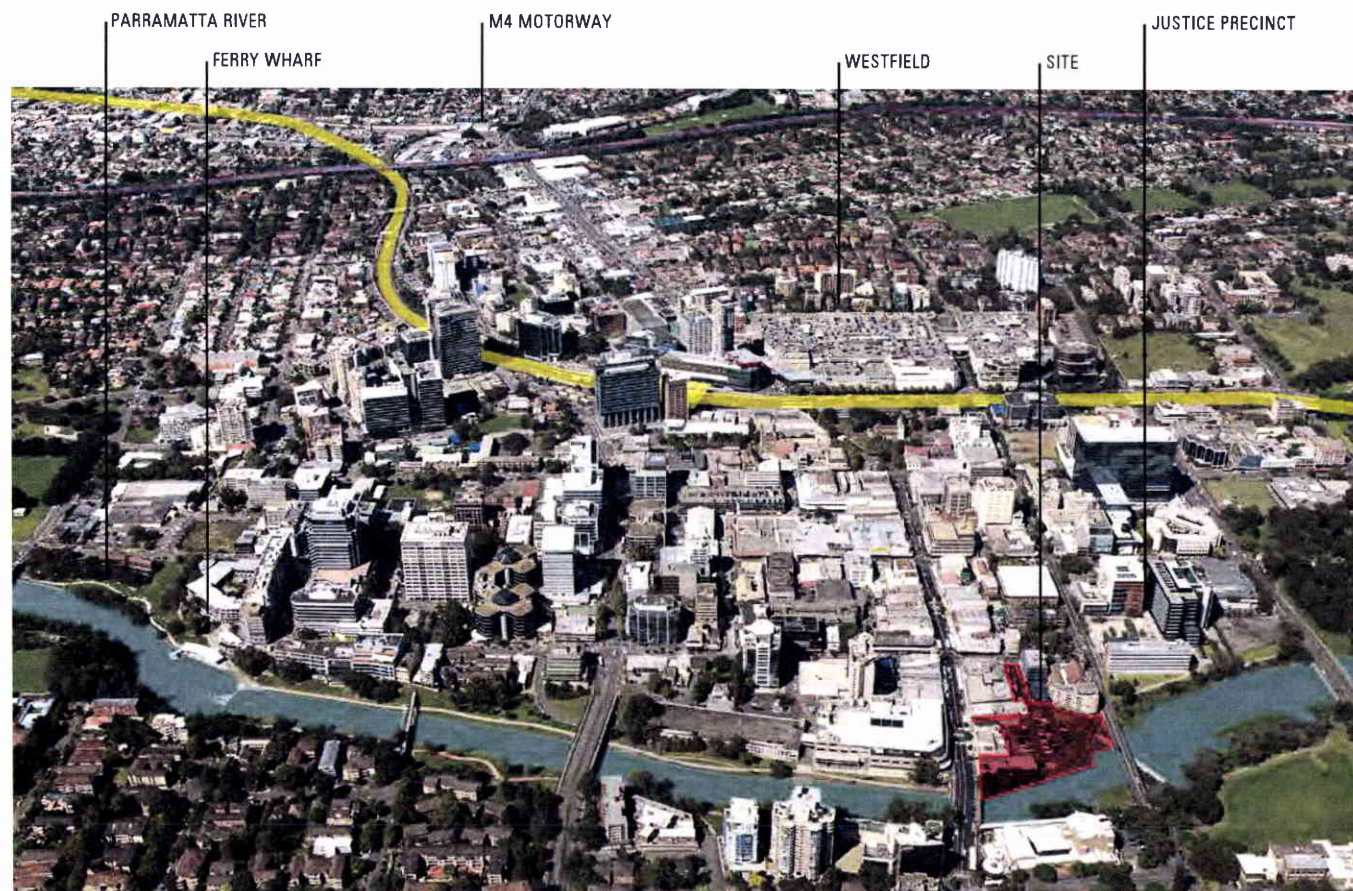


Fig. 4 - Aerial perspective photograph over Parramatta looking south
Source: JPW Graphic over LIDIS Aerial photograph

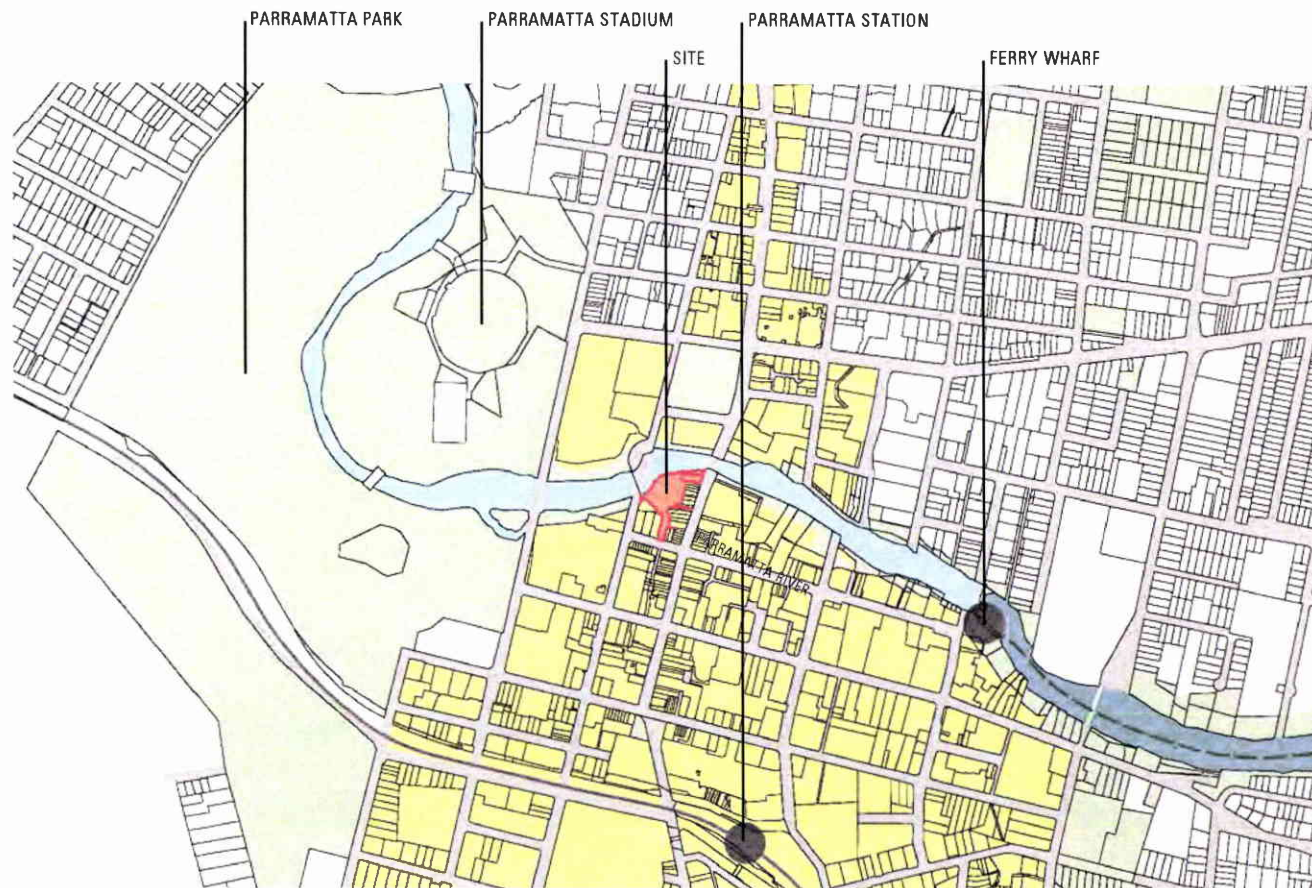


Fig. 5 - Parramatta Context. Map created from Parramatta City Council vector data.
Source: JPW Graphic derived from PCC vector data

2.3 TRANSPORT

Parramatta is well serviced by public transport, with trains, buses and a ferry within walking distance of the site. The railway station is 650m south of the site and buses run along Church Street with a bus stop right next to the site at Lennox Bridge. The ferry terminal is 650m east of the site.

Parramatta has an extensive bicycle network made up of on and off-road routes. Currently the river banks between Church Street and Marsden Street are not part of the network as they are only accessible by stairs at the eastern end.

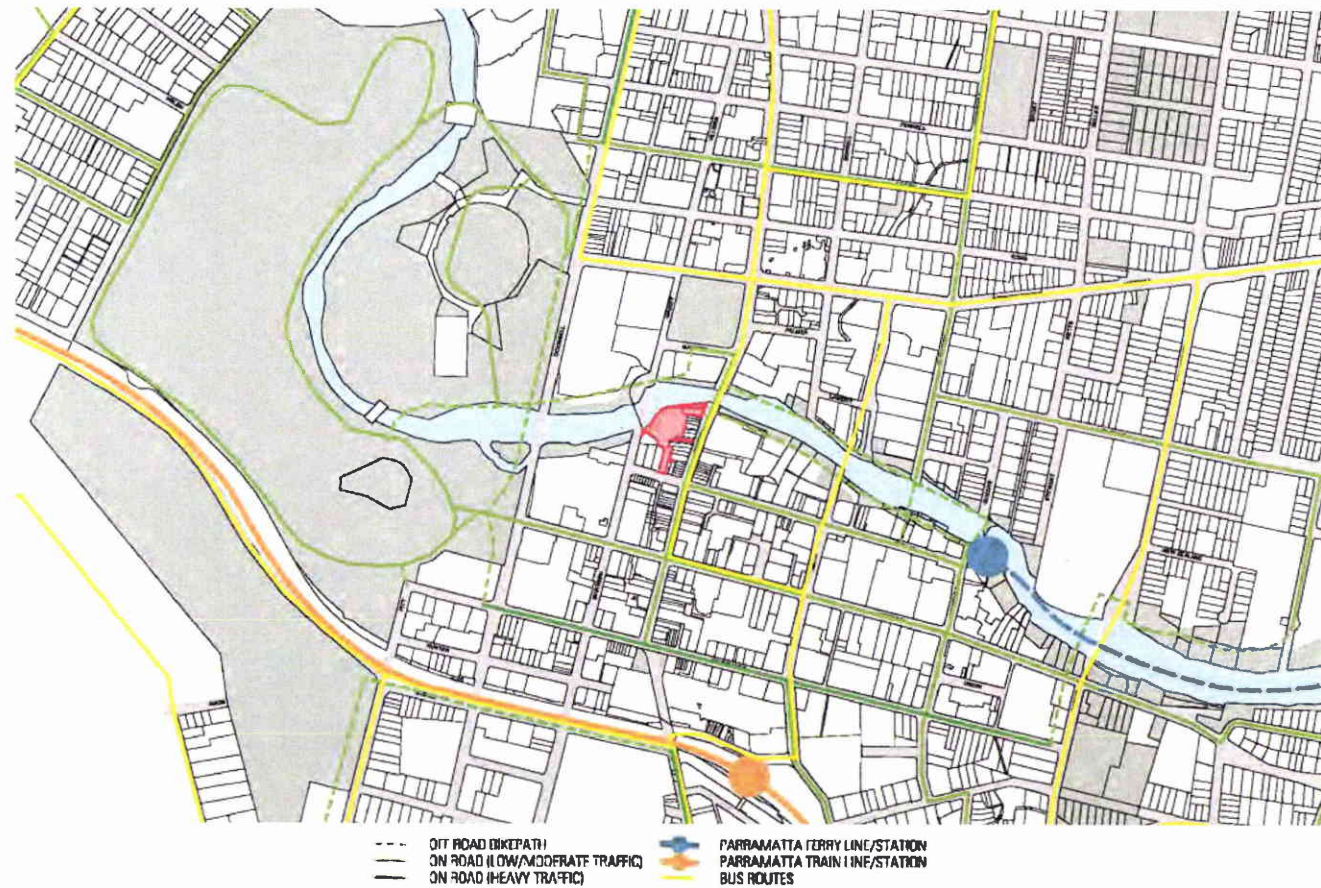
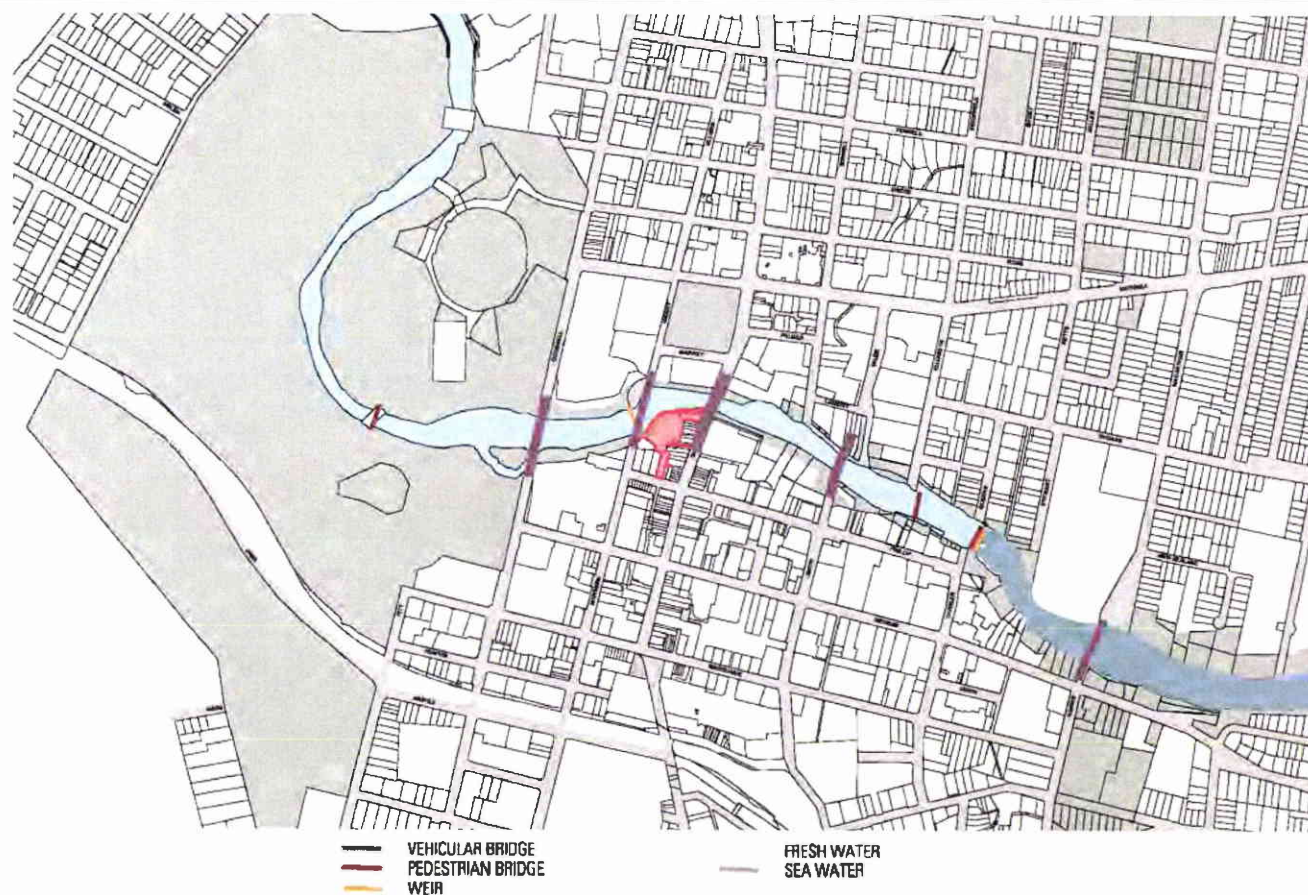


Fig. 6 - Public Transport routes near the site.
Source: JPW Graphic derived from PCC vector data and NSW Govt. transport information

2.4 PARRAMATTA RIVER



The river is the dominant feature of the site and the key to its character and its place within the city. The river is also the key to the history and development of Parramatta. It was the first route to the west of Sydney and for many years it was the main link between Parramatta and Sydney. Early developments along the banks were oriented towards the river, but when road and rail replaced it as the main transport link, the city turned its back on the river. It is only relatively recently that the city has begun the process of reintegrating the river into the public domain, developing the banks as open space and providing pathways.

The river bank between Church Street and Marsden Street is currently cut off from the rest of the banks downstream by the solid abutments of the historic Lennox Bridge. There is a proposal to construct penetrations through the abutments which would provide accessible path connections as well as increased flood capacity.

The Parramatta River for most of its short length consists of a tidal estuary connecting the flooded river valley of Port Jackson with the creeks draining the eastern section of the Cumberland Plain. There are a number of changes that occur at or close to the site:

- fresh water to estuary
- shale to sandstone geology (and associated soil and vegetation)
- limit of navigability of the river

Fig. 7 - Parramatta River features fragment the river context.
Source: JPW Graphic derived from PCC vector data

2.5 RIVER ECOLOGY

Prior to European settlement Parramatta River was valued by Aboriginal people for its clean waters and plentiful supply of food including bass and other native fish. However since the early 1800's when weirs were constructed across the river to provide water to Sydney's growing settlement, the movement of native fish for breeding and feeding, has been restricted. The habitat quality has further diminished as the river banks have been contained by walls and other built elements. While the quality of water in the river is now much improved over what it has been in the past, the weirs and walled banks are still characteristic of this urbanised part of the river.

A jointly funded project (PCC, Sydney Metropolitan Catchment Management Authority, and others) completed in 2009 installed fishways at the four barriers on the Parramatta River to contribute to re-establishing fish migration. One of the fishways is the Marsden Street Weir fish ladder.

A Biodiversity Assessment has been prepared by Applied Ecology and this describes the river ecology in much more detail.



Fig. 8 - View of river downstream of the site from north bank near Lennox Bridge. Source: JPW Site Photo

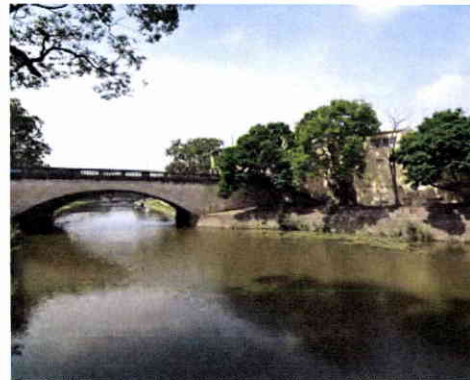


Fig. 9 - View of south bank of site and Lennox Bridge looking downstream from the north bank. Source: JPW Site Photo



Fig. 10 - View of the site and Bernie Banton Bridge, looking upstream from north bank. Source: JPW Site Photo



Fig. 11 - View of river upstream of the site from southern end of Marsden Street Weir. Source: JPW Site Photo



Fig. 12 - Extract from "A view of part of Parramatta Port Jackson," [1809?] - Lewin, J. W. Source: Mitchell Library, State Library of New South Wales

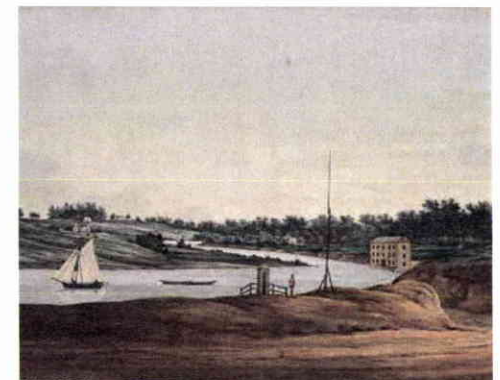
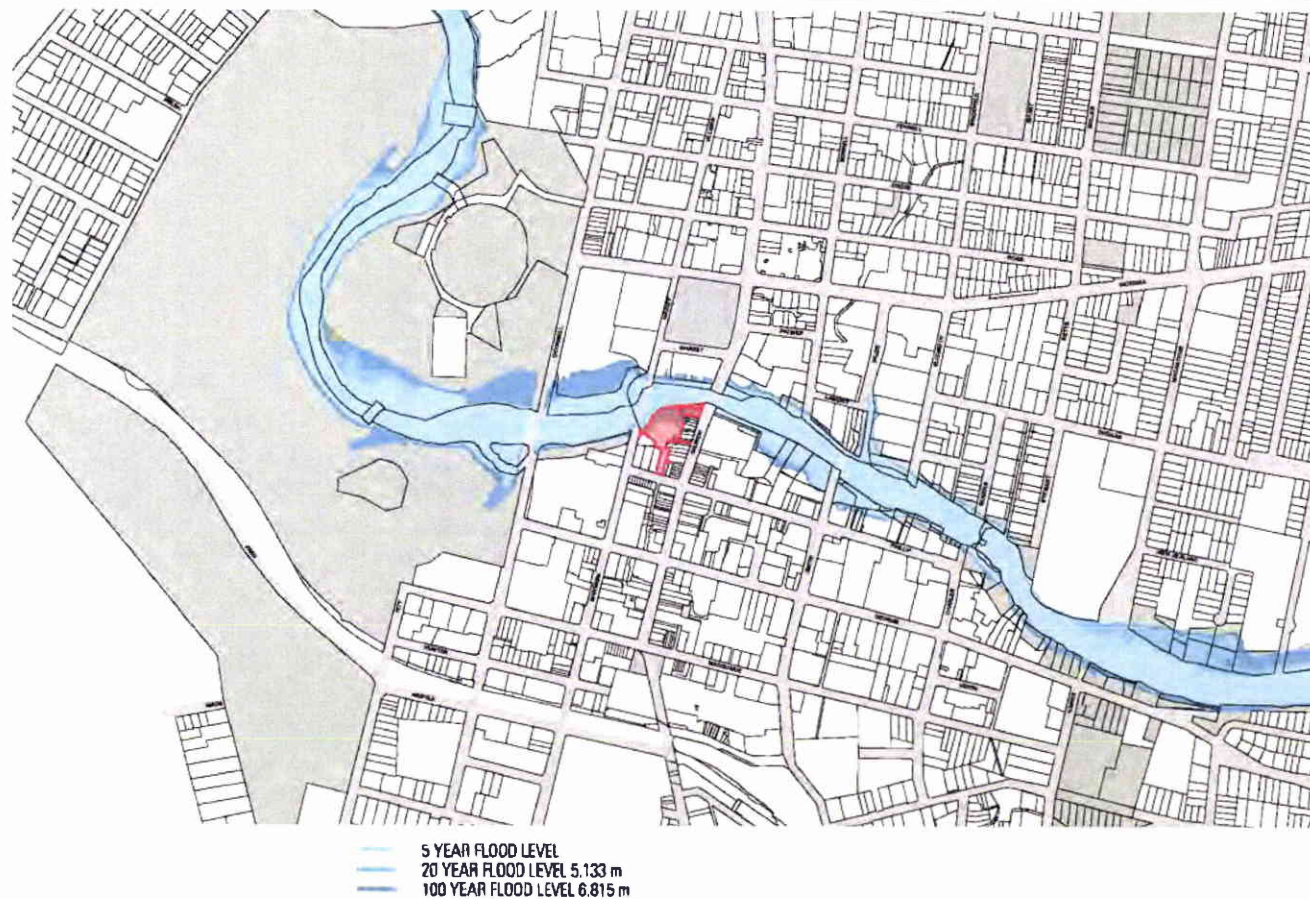


Fig. 13 - Extract from "The landing place at Parramatta, Port Jackson," [1809?] - Lewin, J. W. Source: Mitchell Library, State Library of New South Wales

2.6 FLOOD LEVELS



Parramatta CBD is situated on floodplain at the lowest point in the catchment, receiving flows from both the Toongabbie Creek (and tributaries) and the Darling Mills Creek and Hunts Creek. Development that increases runoff anywhere within this catchment (Baulkham Hills, Holroyd, Blacktown and Parramatta Local Government Areas) exacerbates the flooding pinchpoint at the Parramatta CBD. The bridges, in particular the convict-era sandstone arched Lennox Bridge, restrict flow volumes, thereby raising the floodwater level through the CBD.

The Parramatta CBD is vulnerable to severe flooding during periods of high rainfall, and this flooding and constant variation in water levels is a significant influence on site.

Recently approval was given to construct pedestrian portals through the sides of the Lennox Bridge. These will have the added bonus of providing flow volume, reducing water levels during flooding.

*Fig. 14 - Flood Extents.
Source: JPW Graphic derived from PCC vector data with Flood information sourced from Lennox Bridge Bikeway Portals, Hydraulic Impact/Hazard Assessment, August 2011, Complete Urban Pty Ltd, provided by PCC*

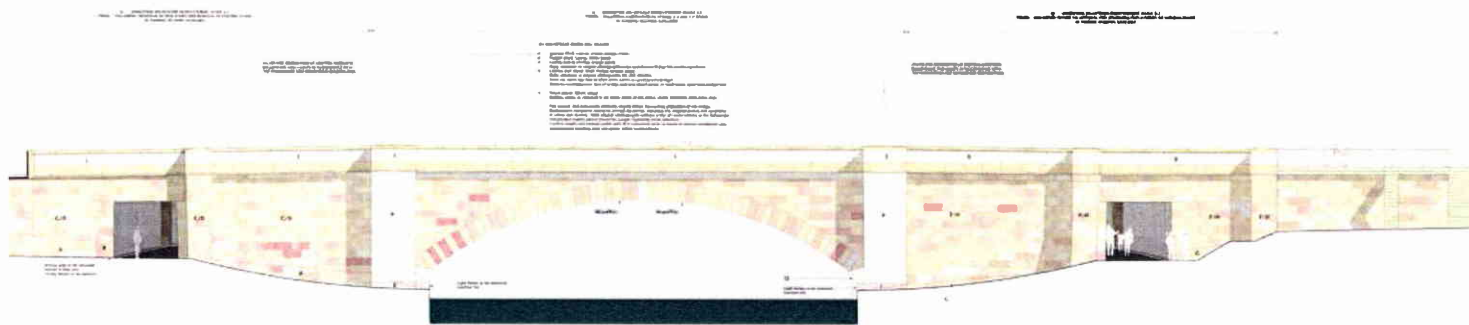
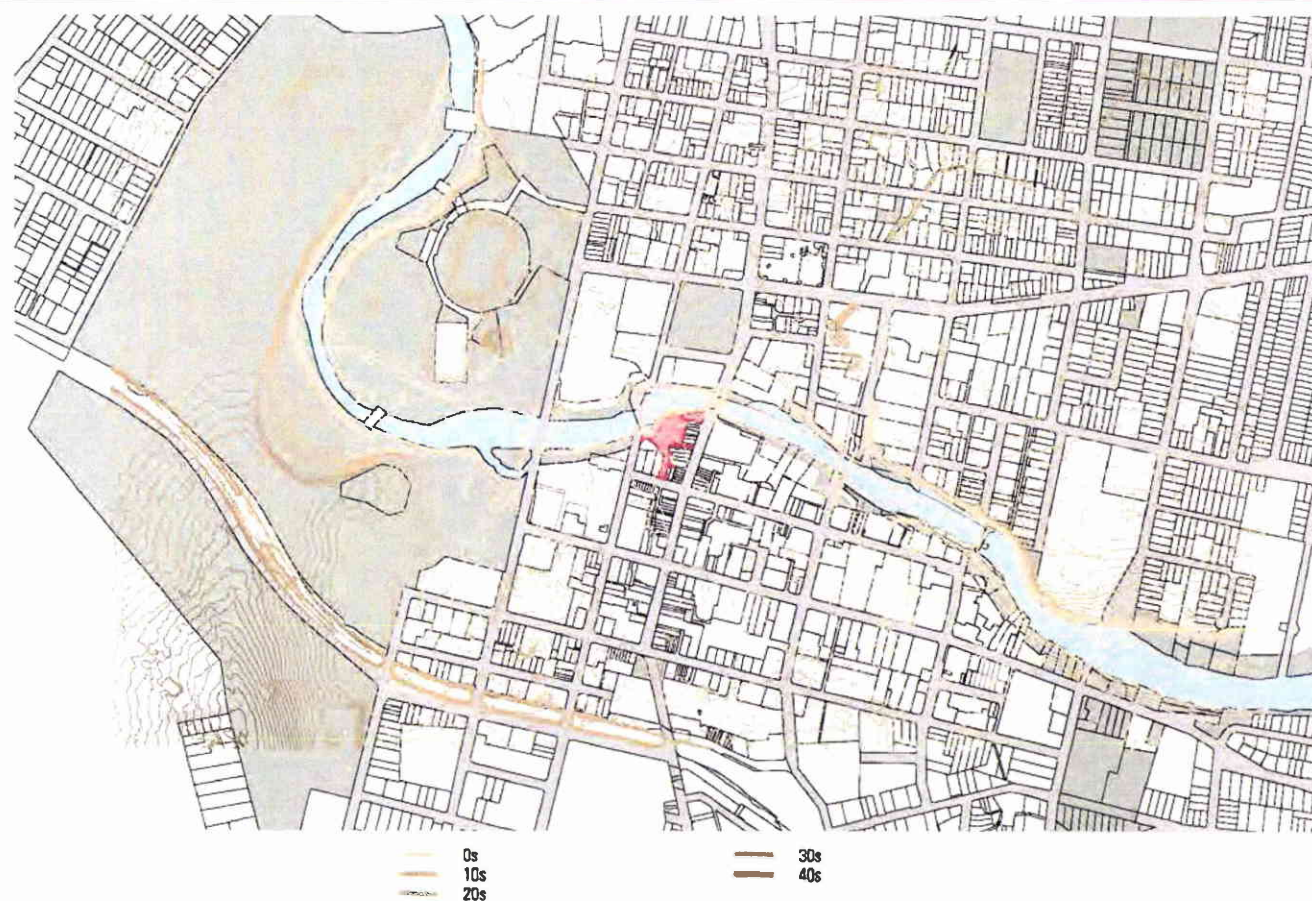


Fig. 15 - Drawing of proposed pedestrian access portals through Lennox Bridge abutments. Source Hill Thalix

2.7 GEOLOGY & SOILS



The two main rock types making up the Sydney basin are Hawkesbury Sandstone and Wianamatta Shales.

Bannerman and Hazelton's *Soil Landscapes of the Sydney 1:100 000 Sheet* categorises the site in the Fluvial Landscape Grouping, 'Birrong', described as "level to gently undulating alluvial floodplain draining Wianamatta Group shales. Local relief to 5m, slopes <3%. Broad valley flats. Extensively cleared tall open-forest.

"Soils - deep (>250cm) Yellow Podzolic Soils and Yellow Solodic Soils on older alluvial terraces; deep Solodic Soils and Yellow Solonetz on current floodplain."

"Limitations - localised flooding, high soil erosion hazard, saline subsoil, seasonal waterlogging, very low soil fertility."

Fig. 16 - Parramatta Topographic Context.
Source: JPW Graphic derived from PCC vector data

2.8 VEGETATION

The vegetation on the site has been heavily modified over the period of development of Parramatta. The only significant trees on the site are a group of *Jacaranda mimosifolia* on the south bank.

Refer to arborist report by Urban Forestry Australia.



Fig. 17 - Jacaranda trees on the bank of the river.

The following passage from *Taken for granted: the bushland of Sydney and its suburbs*, by Doug Benson and Jocelyn Howell summarises the landscape character and vegetation of the Parramatta River that is likely to have occupied the site at the time of European settlement:

The country around Parramatta, or Rose Hill as it was first called, was explored first by Governor Phillip in April 1788.

John White, accompanying Phillip, describes the Parramatta River below the present Church Street bridge: 'The banks of it were now pleasant, the trees immensely large, and at a considerable distance from each other; and the land around us flat and rather low, but well covered with the kind of grass just mentioned [i.e. rich and succulent]' (references *Journal of a Voyage to New South Wales*, by John White, Surgeon General to the Settlement).

The 'immensely large trees' were probably part of the Cumberland Plain Woodland of Grey Box, *Eucalyptus moluccana*, and Forest Red Gum, *Eucalyptus tereticornis*, with an open grassy understorey that extended westward from Parramatta across the Cumberland Plain. A few remnant trees survive in Parramatta Park. The town itself was sited at the head of navigation of the Parramatta River, taking advantage of the freshwater upstream and boat access below. Here, according to White, 'the tide ceased to flow, and all further progress for boats was stopped by a flat space of large broad stones, over which a fresh-water stream ran'. There would have been mangroves, *Avicennia marina*, below Church Street.

Above here the water was brackish or fresh and there would have been Common Reed, *Phragmites australis*, along the stream with paperbarks, *Melaleuca linariifolia*, and Rough-barked Apples, *Angophora floribunda*, on the flats.

3.0 Urban Influences

3.1 SITE CONTEXT

The site is located behind a number of shops facing Church Street and opens onto the southern bank of the river. Although it does not have a traditional street frontage it does have a long frontage to the river and connections to the streets on three sides. There is access to Marsden Street adjacent to the southern abutment of Bernie Banton Bridge, and the proposed demolition of an existing building will give access to Church Street near Lennox Bridge. The existing Oyster Lane also provides pedestrian access to Church Street. The existing Oyster Lane also provides the main vehicular access from Phillip Street.

The site is currently used as a surface carpark.

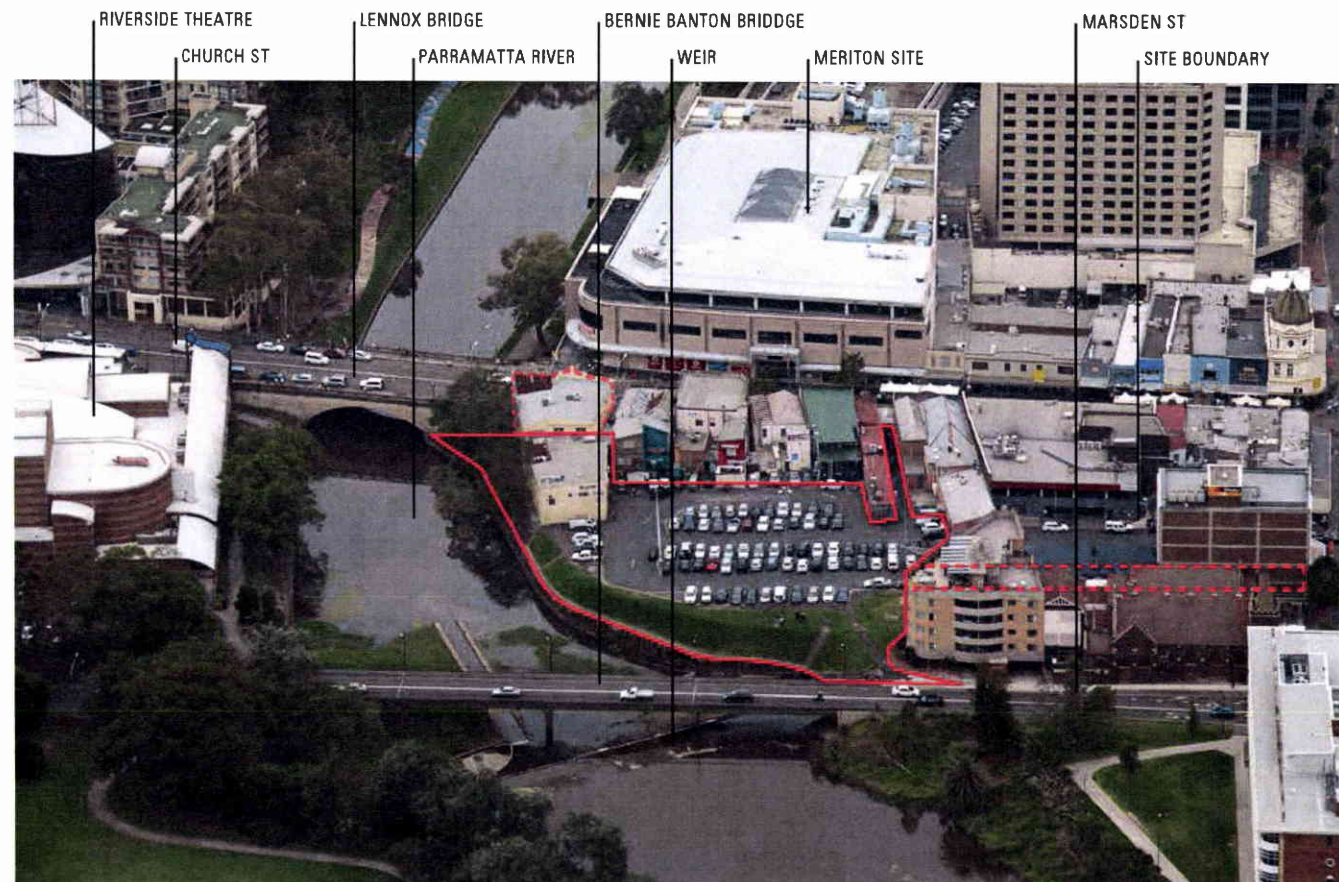


Fig. 18 - Aerial perspective photograph over site looking east
Source: JPW Graphic over LIDIS Aerial photograph

The site is relatively flat with a general fall north, towards the river where it drops steeply to the water.

The south bank of the river is currently accessible by stairs from Church Street, and the proposed Lennox Bridge Portal development will provide at-grade access along south bank towards the eastern sections of the river.



Fig. 19 - Site boundaries

3.2 URBAN CHARACTER

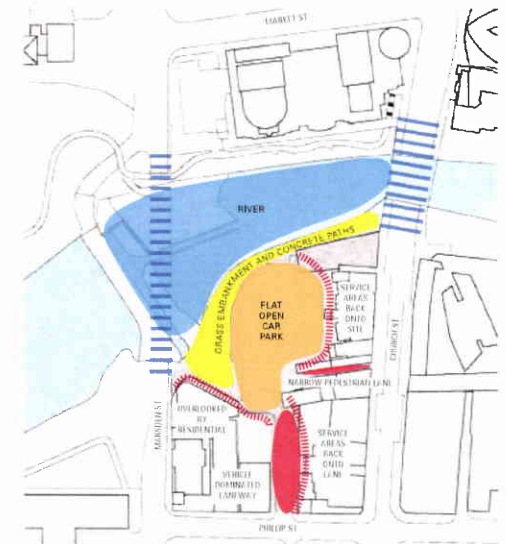


Fig. 20 - Urban character diagram

3.3 VISUAL SURVEY

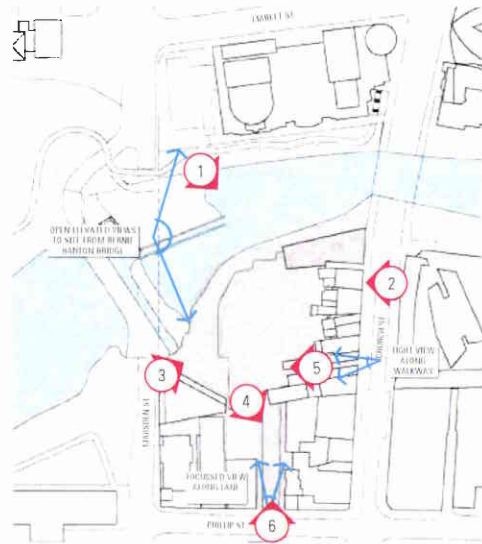


Fig. 21 - Key plan

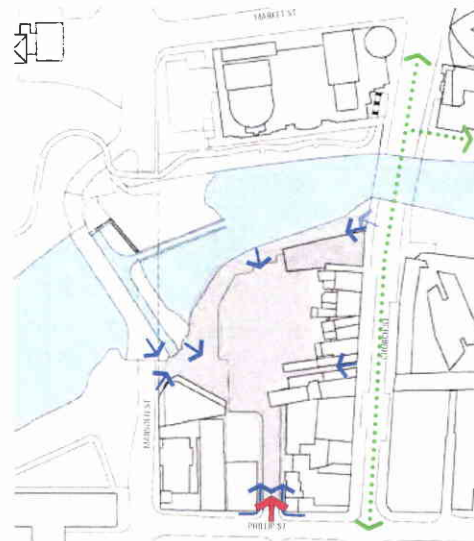
3.4 EXISTING SITE ACCESS

Vehicular access to the site is via a laneway from Phillip Street.

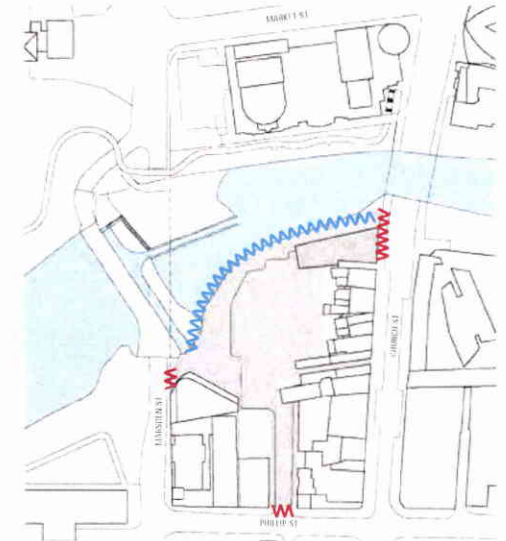
There are numerous pedestrian access points despite the site being located behind the buildings that have street frontages. It is open to the river but access to the waters edge is limited due to the level change of nearly 3 metres. There is currently no access along the river bank from upstream or downstream.

The site levels will allow relatively easy disabled access to the sites from the street frontages. Disabled access to the riverfront areas is more difficult due to the large differences in level that must be overcome between the street and the riverside path levels.

Bicycle routes are currently limited to the adjacent streets.



Church Street Frontage



4.0 Key Issues



Connectivity to existing street grid

The site is located at the rear of existing business and residential buildings and is only connected to the streets by laneways and narrow apertures.



Activation of laneways

The lane from Phillip Street provides vehicular access and garbage collection for the shops that front Church Street and is lined by unsightly rear yards and blank frontages. The new development will seek to provide public activation of this lane. Oyster Lane has been activated by cafes that open onto it at the Church Street end but is still bland and unattractive at the western end.



Street address

The site has little direct address to the streets, but it does have extensive river frontage.



Shared pedestrian and vehicular access

The nature of the site will necessitate vehicles and pedestrians sharing the same spaces and lanes. These areas will have to be designed carefully to maintain an appropriate urban character while ensuring the safety of pedestrians.



Access to the river

The 4m height difference between the street level and the river bank creates challenges for the provision of access to the river.

The development of the new Lennox Bridge portals will connect the river bank to the main sections of accessible river bank downstream.



Flooding constraints

The river bank is prone to flooding and the need to avoid affecting the flood capacity limits the scope of development.



Activation of river bank

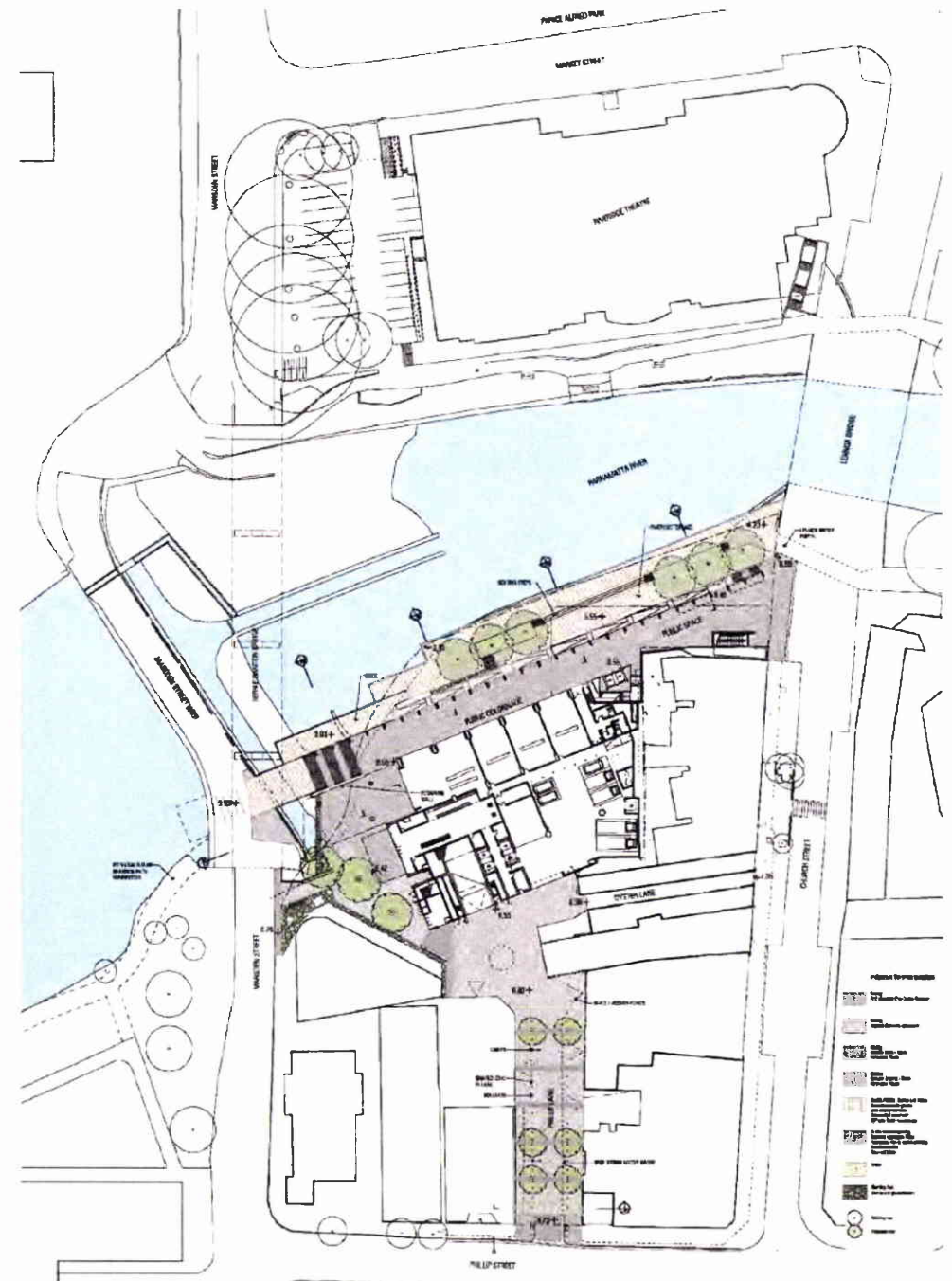
The river bank is currently not a very lively space, mainly due to poor access along the river. The new building addressing the river and the Lennox Bridge portals will improve this and further opportunities to bring activity to the river bank is being explored.

5.0 Design

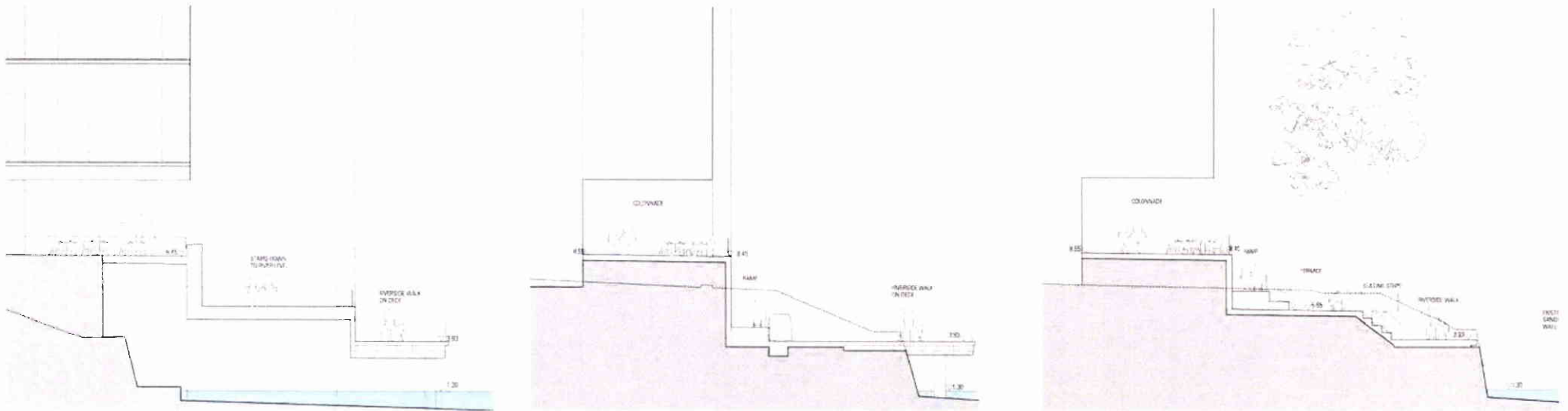
5.1 DESIGN PRINCIPLES

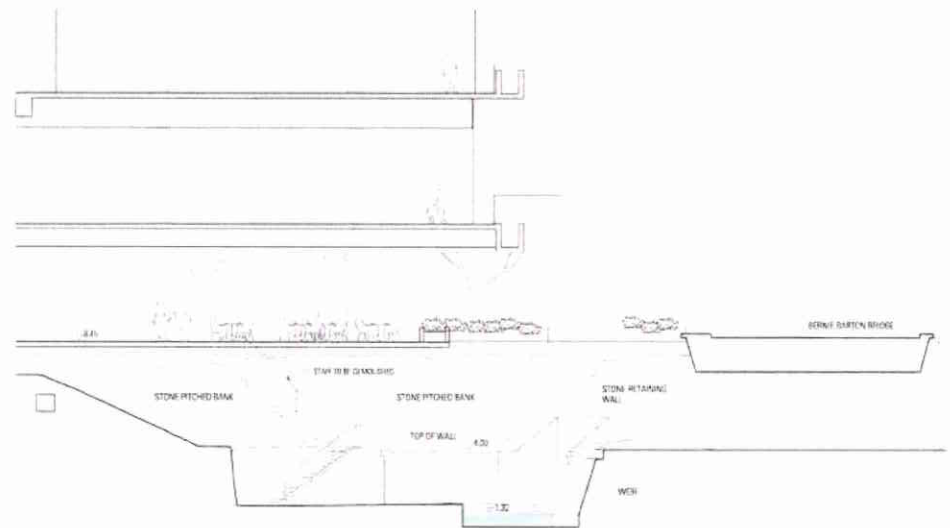
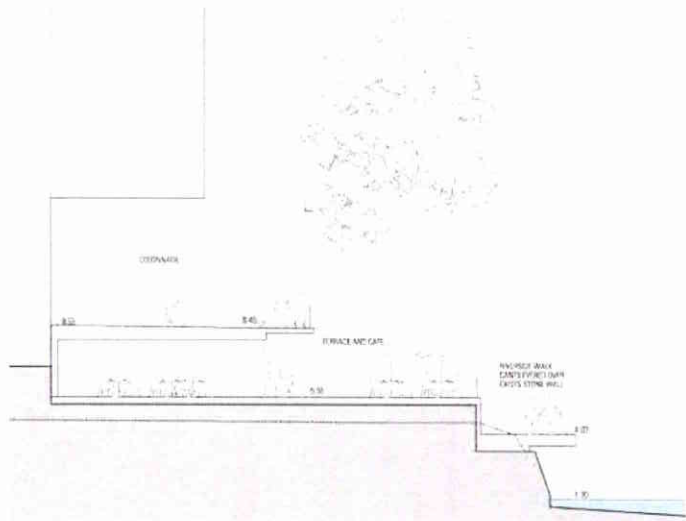
- Create a unique precinct character that is distinct, yet connected to, other riverfront precincts in Parramatta
- Create a legible precinct that is focussed on the river
- Balance cut and fill along river edge to ensure overall river volume is not reduced
- Create new public spaces at site entrances
- Push building mass back from the river edge to maximise public space and help clarify lines of public circulation
- Link these spaces with a colonnade that is active and contributes to a sense of activity along the riverfront
- Extend 'Eat Street' into the precinct along the colonnade
- Reinforce synergies between Riverside Theatres and the new development
- Use colonnade to contribute to a sense of activity and variety along the riverfront
- Explore options to enhance character of public domain along Phillip Lane and connect better to riverfront
- Ensure access to the Discovery Centre is clear and legible from all principle approaches
- Locate the residential tower appropriately to balance view sharing and access to sunlight with surrounding sites
- Use tower form to create a northern gateway for the CBD
- Create a legible residential entry that does not challenge the clarity and flow of public space around it
- Connect the tower to the ground to reinforce a sense of address for residential building
- Create multiple levels and types of activity around new public space at Marsden Street
- Create a continuous and accessible riverfront

- promenade and link to adjacent path networks
- Increase the accessible width of riverfront promenade within technical constraints of river dynamics
- Maximise useable public space along the river edge for passive recreation, and create a variety of experiences within the precinct
- Improve diversity and quality of river system and habitats
- Create a shared loading area that can simplify traffic movements and expand shared zones with pedestrian priority

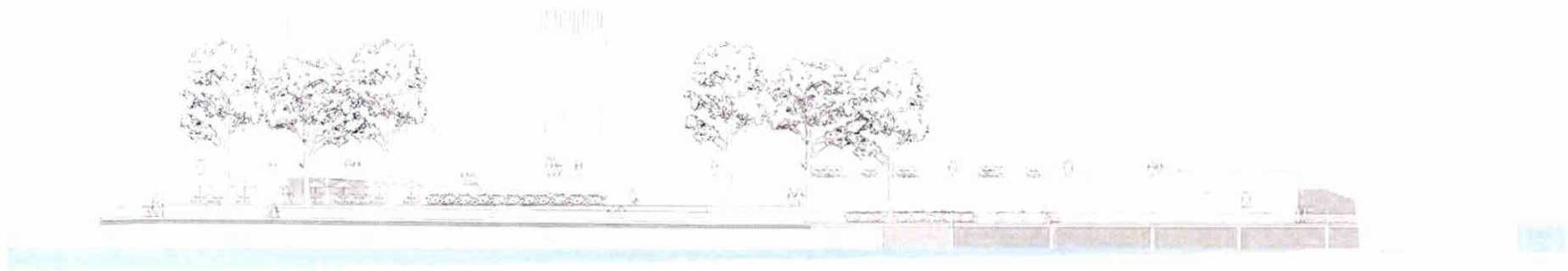


5.2 RIVER BANK SECTIONS





5.3 RIVER BANK ELEVATION

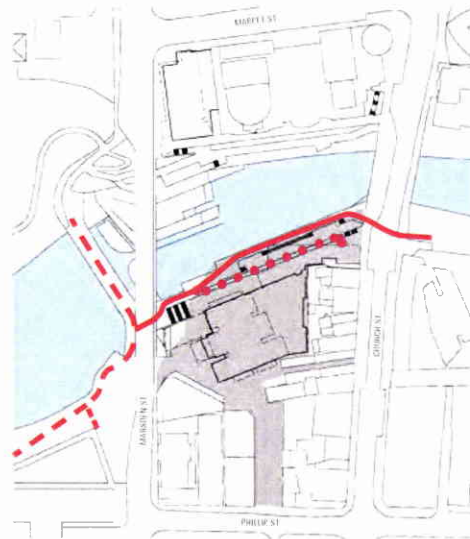


5.4 RIVERFRONT ACCESS

Providing better access and connectivity to the river front between Marsden Street and Church Street is an important part of the design.

The new pedestrian portals through the abutment of the Lennox Bridge will provide accessible connections to the south bank. A new path will continue that access through to the Bernie Banton Bridge, and a ramp will provide access to street level.

West of Marsden Street there is the opportunity for a further connection to the Justice Precinct path system and a crossing over the Marsden Street Weir.

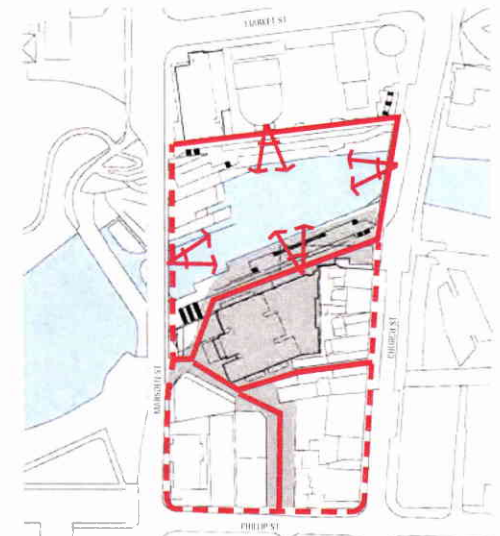


- River front path
- Accessible ramp connections
- - - Potential future extensions

5.5 STREET LEVEL ACCESS

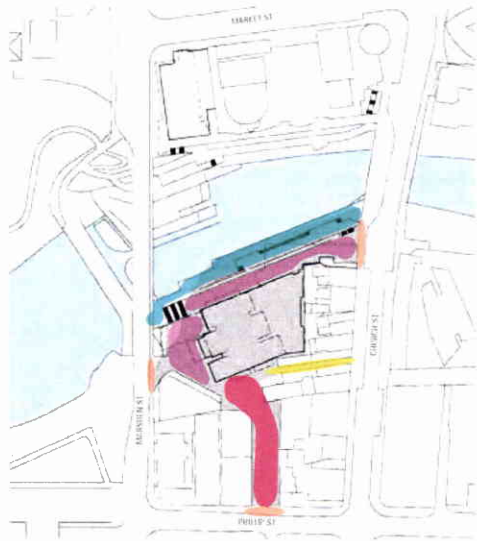
The street level footpaths around the blocks connect the site to the existing city grid. The new Riverside Parramatta project and the proposed works to widen the Church Street footpath on western side of Lennox Bridge will provide improved pedestrian connections between the site and the Riverside Theatre and create a kind of gallery overlooking the river space.

There is potential to provide a wider pedestrian pathway across Bernie Banton Bridge in the future which would further improve the pedestrian connections to the northern side of the river.



- Main street level pedestrian connections between and within the sites
- - - Street grid bounding the sites
- A Views into and across the river

5.6 URBAN CHARACTER

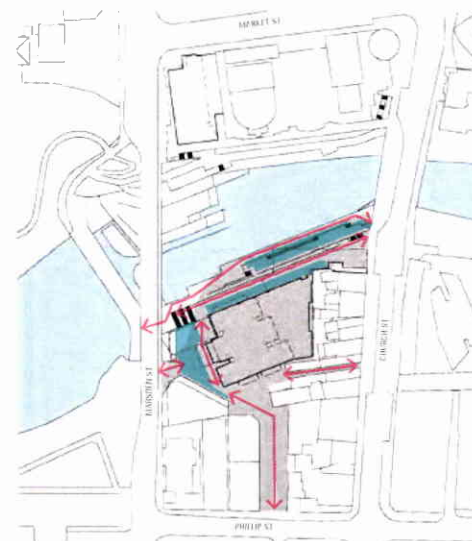


- Building interface
- River front
- Pedestrian lane
- Shared lane
- Street frontage

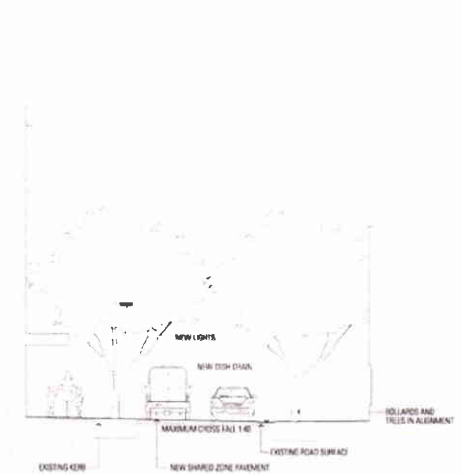
5.7 PEDESTRIAN MOVEMENT

The public domain includes a mix of movement zones that allow movement off the city street grid, into and through the site, and passive areas that provide opportunities for sitting and spending time. In the river front area, where space can be constrained these zones are grade separated using decks and a terrace level.

The laneway from Phillip Street provides shared pedestrian and vehicular access to the site as well as service access to commercial buildings that adjoin the site. Bollards, trees and lights will be used to indicate the trafficable path for vehicles in the centre of the lane.



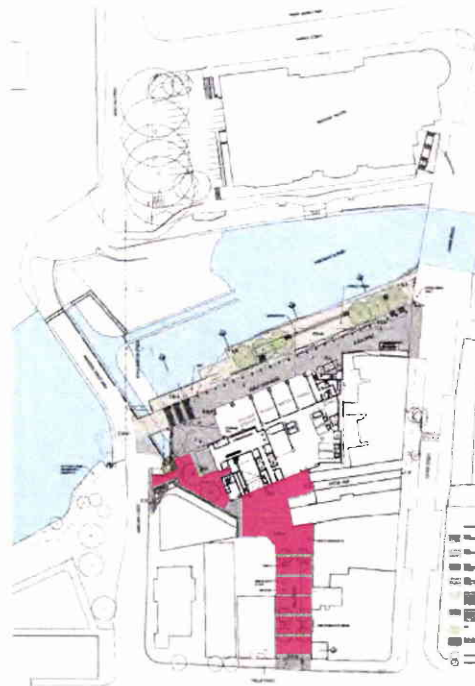
5.8 LANEWAY SECTION



5.9 MATERIALS - PAVING

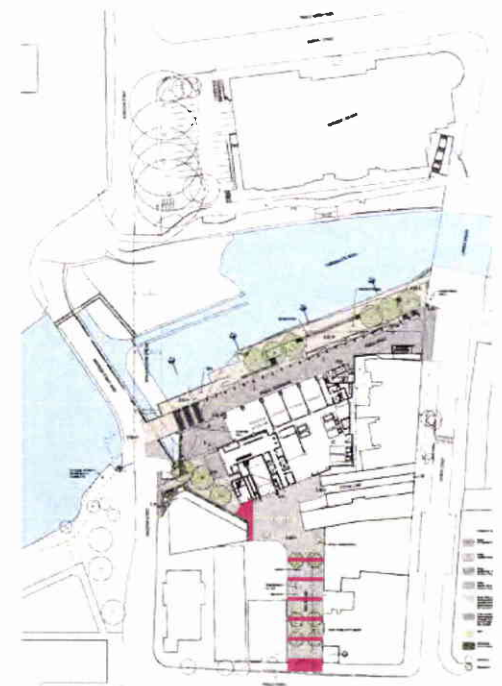
Laneway and vehicular areas

Asphalt paving with granite sett banding



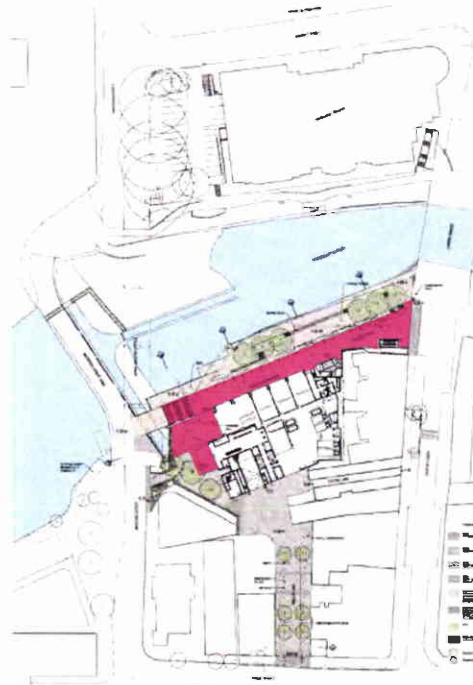
Feature banding in shared zone laneway

Bands of black granite setts in shared zone lane.



High quality paving in colonnade and areas associated with buildings

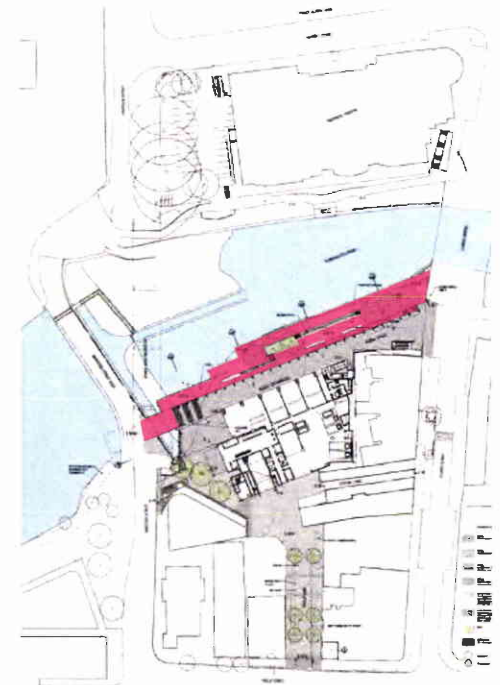
Black granite slab paving units with a contrast / feature pattern.



Suspended decks, paving, stairs and ramps

Steel framed structures supporting precast concrete paving planks

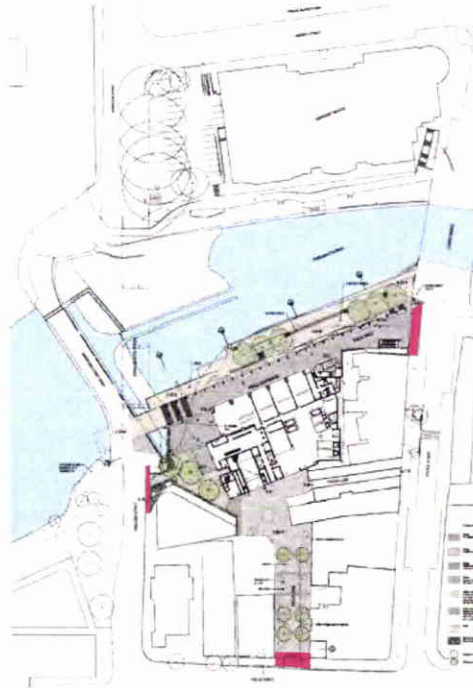
Concrete piers over river bed.



Public Footpaths

PCC standard precast concrete paving units laid on mortar on concrete slabs

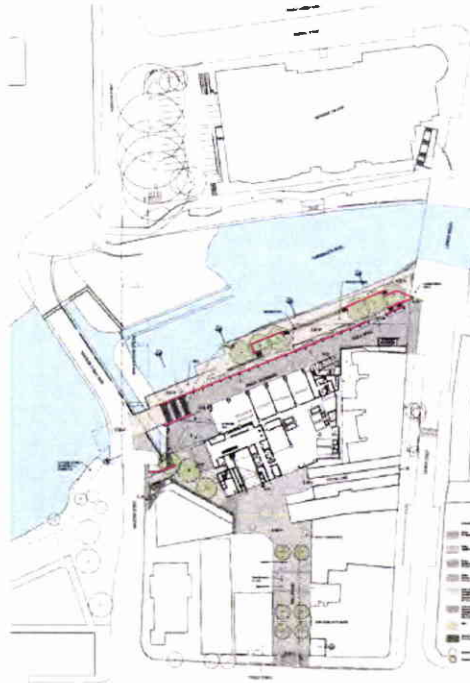
300x300x60mm



5.11 MATERIALS - RETAINING WALLS

Retaining walls

In situ concrete retaining walls

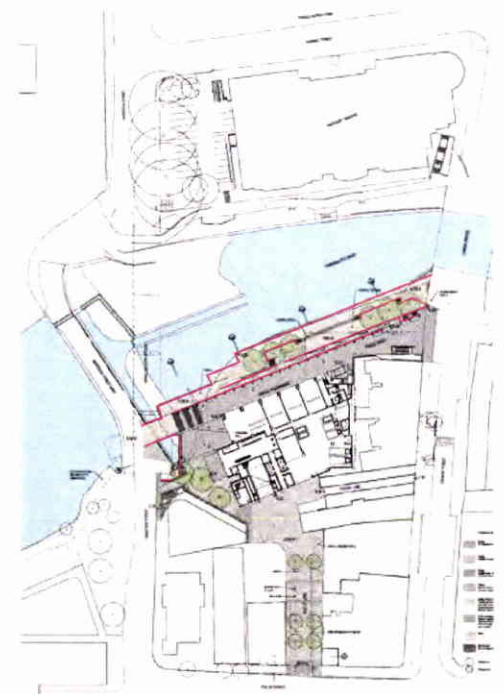


5.10 MATERIALS - BALUSTRADES

Open Steel Balustrade

Balustrade along river side edge of decks and terraces.

1200mm high open steel balustrade with top rail and steel balusters.



5.12 MATERIALS - FURNITURE

Seating

Robust benches with heavy concrete bases and timber seats, particularly near the river.

Timber and steel seats.

Bollards

Simple cylindrical bollards to constrain vehicular movement.

Drinking fountain

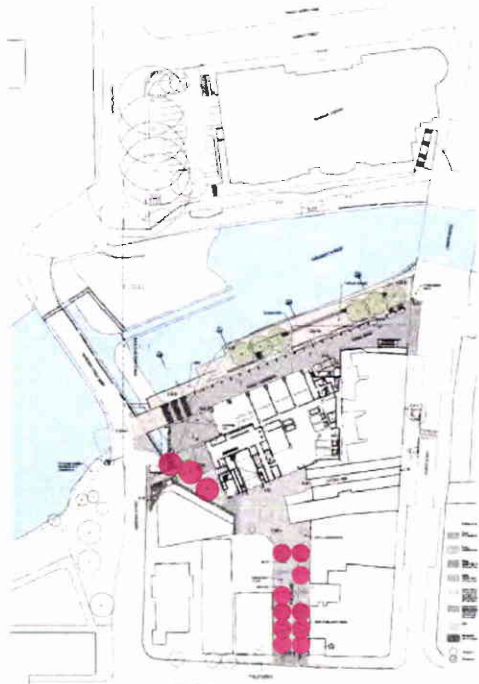
Simple robust drinking fountain with tap for filling water bottles.



5.13 MATERIALS - TREES

Urban Trees

- Jacaranda - *Jacaranda mimosifolia*
- Golden Rain Tree - *Koelrueteria paniculata*
- Chinese Elm - *Ulmus parvifolia*

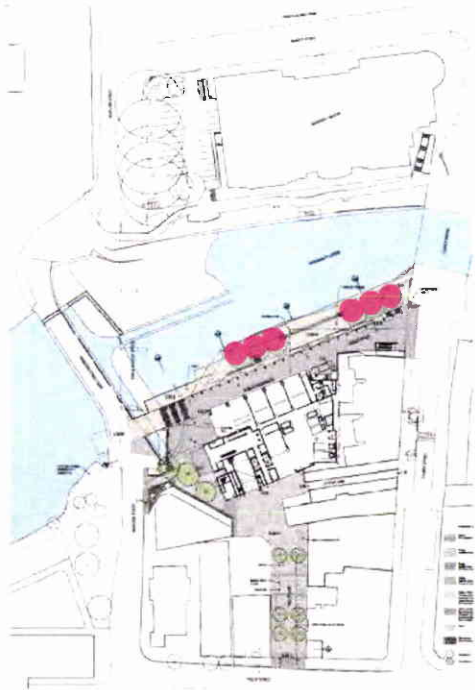


River Foreshore Trees

Blackbutt - *Eucalyptus pilularis*

Forest Oak - *Allocasuarina torulosa*

Jacaranda - *Jacaranda mimosifolia*



5.14 MATERIALS - PLANTS



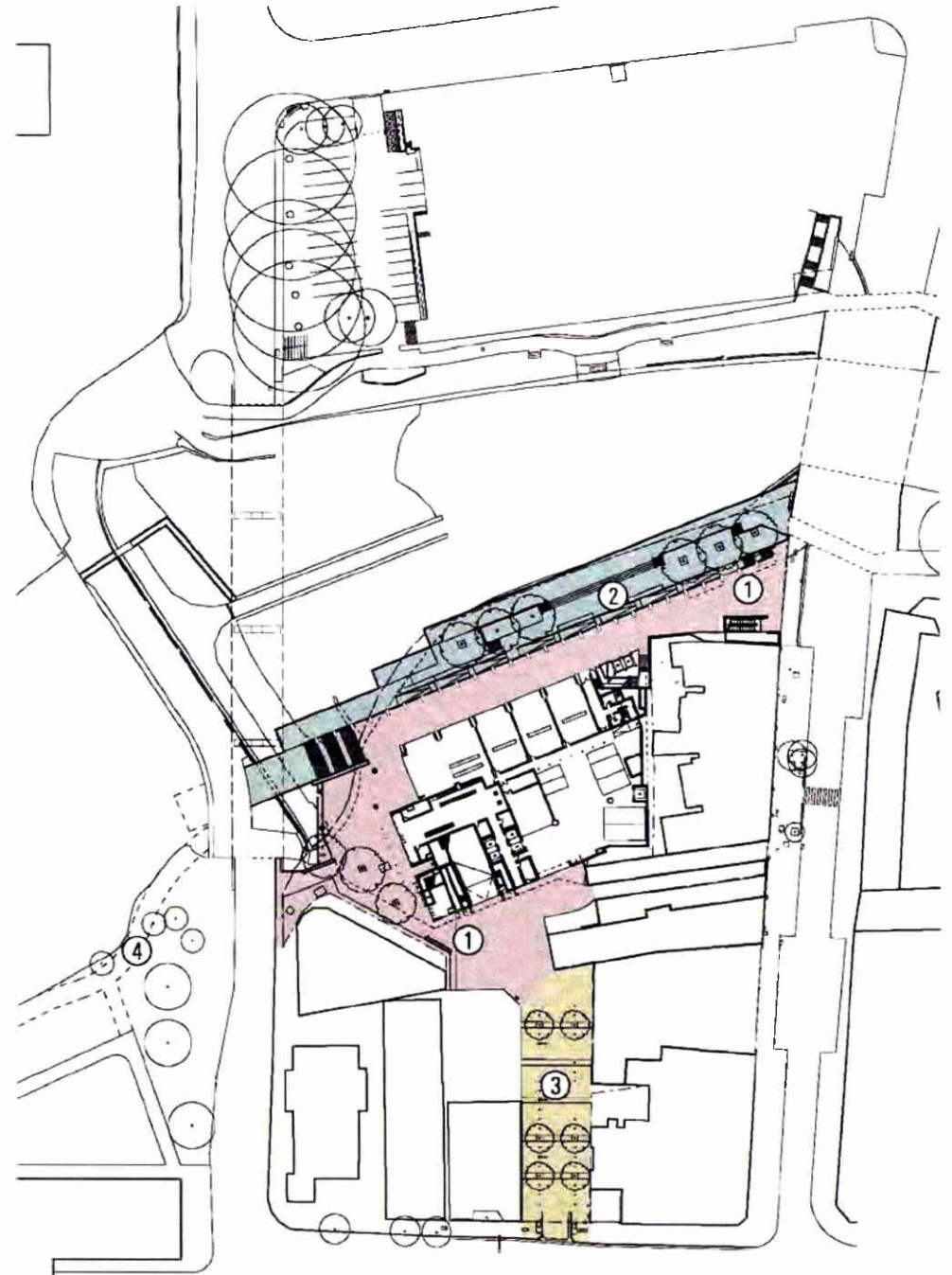
Pigface
Carpobrotus glaucescens



Native and exotic strap leaved ground covers
Clivia miniata
Lomandra 'Tanika'

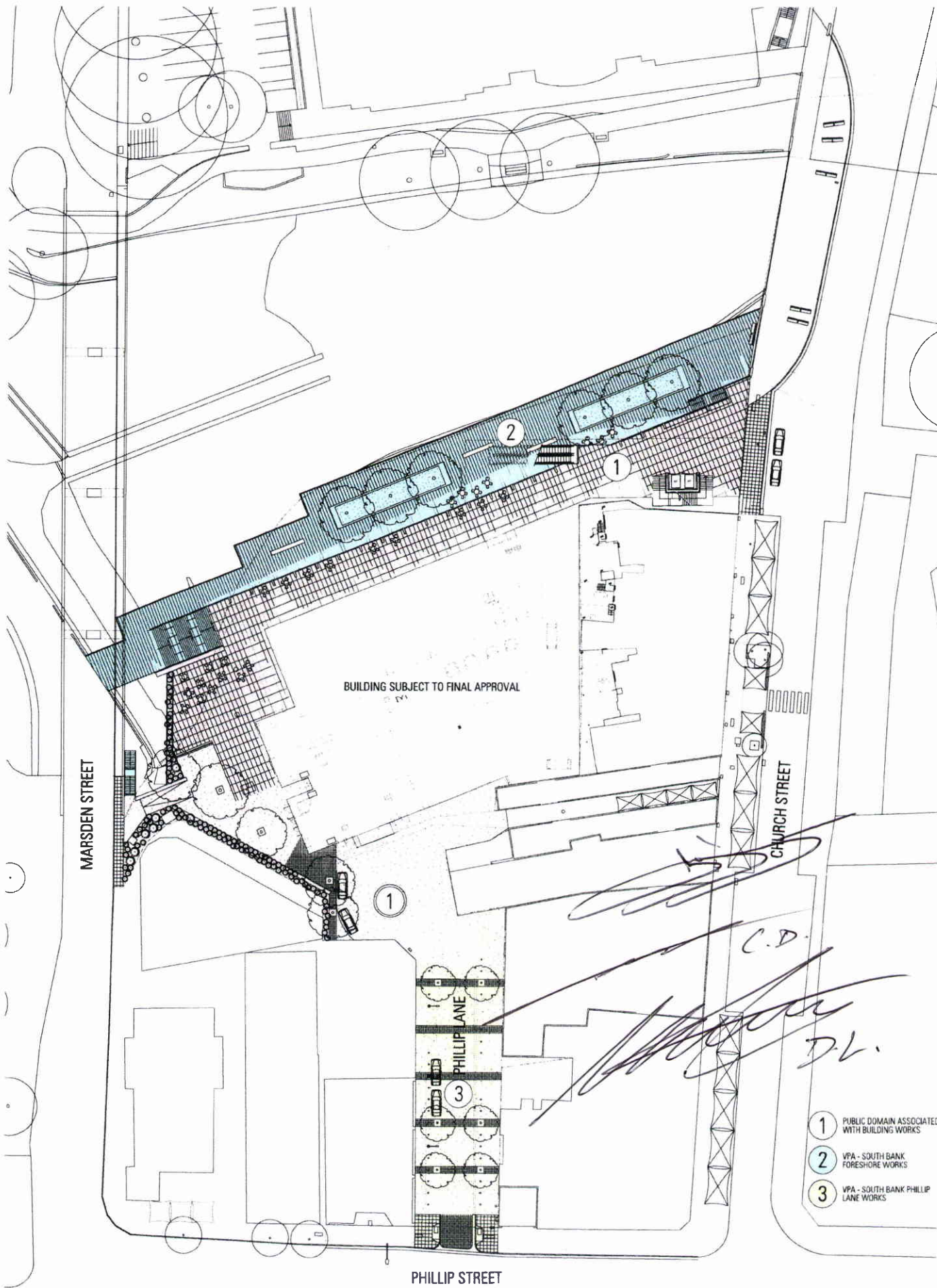
5.15 EXTENT OF VOLUNTARY PLANNING AGREEMENT (VPA) WORKS

- 1 - Public Domain associated with building works
- 2 - VPA - South Bank Foreshore works
- 3 - VPA - Phillip Lane works
- 4 - Future River Bank Masterplan works by others



Annexure B

Public Domain Works Plans



BUILDING SUBJECT TO FINAL APPROVAL

MARSDEN STREET

CHURCH STREET

PHILLIP LANE

PHILLIP STREET

- 1 PUBLIC DOMAIN ASSOCIATED WITH BUILDING WORKS
- 2 VPA - SOUTH BANK FORESHORE WORKS
- 3 VPA - SOUTH BANK PHILLIP LANE WORKS