

Planning Agreement

The Hills Shire Council

Council

Bridgeland Investment Pty Ltd

Chandos Projects (Carlingford) Pty Ltd

Paramount Investments Pty Ltd

Carlingford Investments Pty Ltd

Owners/Developer, (Collectively, the Owners)

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Planning Agreement

Dated

Parties

1. The Hills Shire Council
("Council")
2. Bridgeland Investment Pty Ltd
Chandos Projects (Carlingford) Pty Ltd
Paramount Investments Pty Ltd
Carlingford Investments Pty Ltd
(Owners/Developer, Collectively, the "Owners")

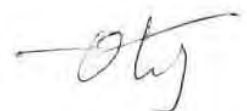
Background

- A. Council is the consent authority pursuant to the Act for the Proposed Development
- B. The Developer is the owner of several of the lots comprising the Land, as outlined in Schedule 3.
- C. The Developer has entered into agreements with the Owners of the remainder of the lots comprising the Land to carry out the Proposed Development on the Land.
- D. On 19 May 2009 Council resolved to adopt the Draft LEP and issue a Section 69 report to the Director General for gazettal subject to a number of conditions. The Draft LEP has not yet been gazetted.
- E. The Developer has lodged, or proposes to lodge, the Development Application(s) in anticipation of gazettal of the Draft LEP, to carry out the Proposed Development on the Land.
- F. The Developer has offered to enter into a planning agreement on the terms set out below to make Development Contributions if Development Consent(s) to carry out the Proposed Development are granted.

Operative provisions

1. Defined meanings

Words used in this document and the rules of interpretation that apply are set out and explained in the definitions and interpretation clause at the back of this document.



2. Planning agreement under the Act

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

3. Application of this document

This document is made in respect of the Proposed Developments and applies to the Land.

4. Operation of this document

- 4.1 Until the planning agreement operates, this document constitutes the Developer's offer to enter into the planning agreement if consent under s80 of the Act is granted to the Development Applications for the Proposed Development.
- 4.2 The planning agreement operates only if:
- (a) the Draft LEP is gazetted;
 - (b) the carrying out of the Proposed Development is subject to a condition imposed under s93I(3) of the Act requiring this planning agreement to be entered into, and
 - (c) the planning agreement is entered into as required by the condition in accordance with clause 25C(1) of the Regulation.
- 4.3 This document provides for Development Contributions to be made with respect to the Development Consents for the Proposed Development as outlined in Schedule 1.

5. Monetary Contributions

5.1 Payment

The Developer must pay the Monetary Contribution and any Additional Monetary Contribution (**Total Monetary Contribution**). Payment of the Total Monetary Contribution may be made by cheque or electronic bank transfer to Council's nominated bank account.

5.2 Additional Dwellings

If the Development Consents approve dwellings in addition to the Anticipated Dwellings then the Developer must pay the Additional Monetary.

5.3 Annual Increases

On each anniversary of the date of this document the Total Monetary Contribution applicable immediately prior to that anniversary will be increased by the same percentage as the annual percentage increase, if any, in the Price Index most recently published prior to the relevant anniversary. The increased Total Monetary Contribution will be the Total Monetary Contribution in the subsequent 12 months.

5.4 Pro rata payment

- 5.4.1 The parties acknowledge that the Proposed Development may be undertaken in a number of stages, with the construction of individual buildings authorised by separate Construction Certificate.
- 5.4.2 The Total Monetary Contribution is to be paid on a pro rata basis prior to the issue of each Construction Certificate for construction of the buildings comprising the Proposed Development.
- 5.4.3 The proportion of the Total Monetary Contribution payable at each relevant Construction Certificate will be calculated in accordance with the below formula:

$$\frac{b}{x} = \frac{y}{a}$$

Where:

a = Total Monetary Contribution

b = proportion of Total Monetary Contribution payable in connection with the Construction Certificate

x = total number of approved dwellings in the Development Consent

y = number of dwellings to be constructed under the Construction Certificate

5.5 Public Purpose

The Total Monetary Contribution is required for the funding of the construction of improvements to the public domain in the vicinity of the Land (including those specified in Section 93(F)(2) of the Act) as determined by the General Manager of Council from time to time and Council will apply the Total Monetary Contribution for those purposes.

6. Application of s94 and s94A of the Act

For the purpose of s93F(5) this document excludes the operation of sections 94 and 94A of the Act in considering the Development Application(s) for the Proposed Development.

7. Modifications

- 7.1 In the event that the Proposed Development is changed, modified or amended prior to completion of the development, and a further development or modification application is made for the development of the Land, then any Development Contribution made pursuant to this document shall, to the extent that it is lawful
- (a) be taken into account as part of any development contribution for the purpose of any planning agreement relating to a later application in respect of the Land; and

- (b) be taken into account in determining any development contribution under s94 and s94A of the Act; and
- (c) be taken into account in determining whether or not any planning agreement excludes the operation of s94 and/or s94A of the Act; and
- (d) be taken into account for the purposes of s94(6) of the Act; and
- (e) be taken into account for the purposes of s79C of the Act.

8. Joint and individual liability and benefits

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

9. No fetter

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

10. Representations and warranties

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

11. Severability

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

12. Termination

12.1 Development Consents

If Development Consent is granted by the Council with respect to the Development Application, this document terminates with respect to that particular Development Consent:

- (a) on the lapse of the Development Consent; or
- (b) on the formal surrender of the Development Consent; or

- (c) on the final determination by a Court of competent jurisdiction issuing a declaration that the Development Consent is invalid.

12.2 Consequences

- (a) On the date of termination or rescission of this document, subject to the following subparagraphs each party releases each other from any obligation to perform any term, or any liability arising out of, this document after the date termination.
- (b) Any unapplied Monetary Contribution that has been provided to Council will be refunded to the Developer as soon as practicable after the date of termination.
- (c) Termination or rescission of this document does not release either party from any obligation or liability arising under this document before termination or rescission.

13. Private Certifiers

Where Council is not the certifying authority for any aspect of the Proposed Development the Developer must on the appointment of a private certifier provide a copy of this document to the private certifier.

14. Breach Notice and Rectification

- 14.1 If the Developer is or Owners are, in the opinion of Council, in breach of a material obligation under this document, Council may provide written notice of the breach to the Developer or Owners and require rectification of that breach within a reasonable period of time (**Breach Notice**).
- 14.2 Unless there are compelling reasons to extend or abridge the period of time permitted for rectification, a reasonable period of time is taken to be fourteen days from receipt of written notification of the breach.
- 14.3 If the breach is not rectified within the time specified in the Breach Notice, or otherwise agreed between the Parties, Council may rectify the breach as the agent of the Developer and at the risk of the Developer. The Developer must pay all reasonable costs incurred by the Council in remedying the breach.

15. Dispute resolution

15.1 Determination of disputes

If there is any dispute, difference of opinion or failure to agree relating to or arising from this document (**Dispute**) that dispute must be referred for determination under this clause.

15.2 No legal proceedings

The Parties must not bring or maintain any action on any Dispute (except for urgent injunctive relief to keep a particular position) until it has been referred and determined as provided in this clause.

15.3 Notice of disputes

A Party referring a Dispute for determination must do so by written notice to the other parties (**Dispute Notice**) which must specify the nature of the Dispute and a nominated officer of the referring party with sufficient authority to determine the Dispute.

15.4 Negotiated resolution and selection of expert

- (a) On service of the Dispute Notice the receiving Parties must refer the Dispute to an officer with sufficient authority to determine the Dispute. The nominated officers of each Party must meet at least once and use reasonable endeavours to resolve the Dispute by negotiation within seven days of service of the Dispute Notice. Any resolution must be recorded in writing and signed by each nominated officer. By agreement, the nominated officers may employ the services of a mediator to assist them in resolving the Dispute.
- (b) If the nominated officers are unable to resolve the Dispute within seven days of service of the Dispute Notice they must endeavour within the following seven-day period to appoint an expert by agreement. That appointment must be recorded in writing and signed by each nominated officer.
- (c) If the nominated officers do not record the appointment of an expert within that second seven day period, the expert must be appointed, at the request of any party, by the President for the time being (or if none, the senior elected member) of the Law Society of New South Wales.

15.5 Assistance to the Expert

- (a) Once the Expert has been appointed (the **Expert**), the Parties must:
 - (i) each use their best endeavours to make available to the Expert all information the Expert requires to settle or determine the Dispute; and
 - (ii) ensure that their employees, agents or consultants are available to appear at any hearing or enquiry called by the Expert.
- (b) The Parties may give written submissions to the Expert but must provide copies to the other Parties at the same time.

15.6 Expert's decision

- (a) The decision of the Expert must:
 - (i) be in writing and give reasons; and
 - (ii) be made and delivered to the parties within one month from the date of submission of the dispute to the Expert or the date of completion of the last hearing or enquiry called by the Expert, if later.
- (b) The Expert may conduct the determination of the Dispute in any way it considers appropriate but the Expert may, at its discretion, have regard to the Australian Commercial Disputes Centre's guidelines for expert

determination of disputes or such other guidelines as it considers appropriate.

- (c) The Expert's decision is final and binding on the parties.
- (d) The Expert must act as an expert and not as an arbitrator.

15.7 Expert's costs

- (a) The Expert must also determine how the expenses relating to the reference of the Dispute (including the Expert's remuneration) should be apportioned between the parties and in default of a decision by the Expert those expenses must be borne by the parties equally.
- (b) In determining the apportionment of costs the Expert may have regard to what the Expert, in its reasonable opinion, considers to be a lack of good faith or a failure to use reasonable endeavours by any party in assisting the Expert or resolving the dispute between the parties' nominated officers as required by this clause.

15.8 Continual performance

Each Party must continue to perform its obligations under this document while any dispute is being determined under this clause.

16. Registration of document on Title

16.1 Acknowledgement

The Developer acknowledges that Council intends to register this document under section 9311 of the Act on the Lands and on registration by the Registrar-General the document will be binding on and enforceable against the owners of the Lands from time to time as if each owner for the time being had entered into this document.

16.2 Consents to Registration

This document must be registered on the title of the Land as soon as practicable after it is made. Each Party must promptly execute any document and perform any action necessary to affect the registration of this document on the title of the Land.

16.3 Release from Registration

Council will at the request of a Developer release part of the Land from registration of this document where the Development Contributions have been made including completion of the Works and no other money is owing to Council under this document. The obligations of the Council are satisfied when Council provides the Developer with a signed Request in registrable form for the release of registration of this document.

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16.4 Registration Expenses

The Developer must pay Council's reasonable expenses including registration fees, any stamp duty, legal costs and disbursements, for the registration of this document and the subsequent removal of registration, on an indemnity basis.

The Developer will be entitled to the benefit of any special or discounted rates charged to Council by its consultants and legal advisers and will be entitled to seek assessment of any legal costs, as a third party payer under s 350(2) of the Legal Profession Act 2004.

17. General provisions

17.1 Costs of document

The Developer must pay Council's fees and reasonable expenses, including legal costs and disbursements on an indemnity basis in relation to:

- (a) the negotiation, preparation, execution and amendment of this document; and
- (b) exhibition fees or fees payable to the NSW Department of Planning in any way associated with this document,

in the amount of \$6,155.05. **17.2 GST**

If any payment made by one party to any other party under or relating to this document constitutes consideration for a taxable supply for the purposes of GST or any similar tax, the amount to be paid for the supply will be increased so that the net amount retained by the supplier after payment of that GST is the same as if the supplier was not liable to pay GST in respect of that supply. This provision is subject to any other agreement regarding the payment of GST on specific supplies, and includes payments for supplies relating to the breach or termination of, and indemnities arising from, this document.

17.3 Assignment

A party must not transfer any right or liability under this document without the prior consent of each other party, except where this document provides otherwise.


17.4 Notices

- (a) Any notice to or by a party under this document must be in writing and signed by the sender or, if a corporate party, an authorised officer of the sender.
- (b) Any notice may be served by delivery in person or by post or transmission by facsimile to the address or number of the recipient specified below or most recently notified by the recipient to the sender:

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The Hills Shire Council

Att: ~~Mathew Pearce~~

Public Officer 

3 Columbia Court,

Baulkham Hills NSW 2153

Bridgeland Investment Pty Ltd

Chandos Projects (Carlingford) Pty Ltd

22/96 Chandos St

St Leonards NSW 2065

Paramount Investments Pty Ltd

Suite 208, 24-32 Hughes St

Cabramatta NSW 2166

Carlingford Investments Pty Ltd

Suite 208, 24-32 Hughes St

Cabramatta NSW 2166

- (c) Any notice is effective for the purposes of this document upon delivery to the recipient or production to the sender of a facsimile transmittal confirmation report before 4.00pm local time on a day in the place in or to which the written notice is delivered or sent or otherwise at 9.00am on the next day following delivery or receipt.

17.5 Governing law and jurisdiction

- (a) This document is governed by and construed under the law in the State of New South Wales.



- (b) Any legal action in relation to this document against any party or its property may be brought in any court of competent jurisdiction in the State of New South Wales.
- (c) Each party by execution of this document irrevocably, generally and unconditionally submits to the non-exclusive jurisdiction of any court specified in this provision in relation to both itself and its property.

17.6 Amendments

Any amendment to this document has no force or effect, unless effected by a document executed by the parties.

17.7 Third parties

This document confers rights only upon a person expressed to be a party, and not upon any other person.

17.8 Precontractual negotiation

This document:

- (a) expresses and incorporates the entire agreement between the parties in relation to its subject matter, and all the terms of that agreement; and
- (b) supersedes and excludes any prior or collateral negotiation, understanding, communication or agreement by or between the parties in relation to that subject matter or any term of that agreement.



17.9 Further assurance

Each party must execute any document and perform any action necessary to give full effect to this document, whether before or after performance of this document.

17.10 Continuing performance

- (a) The provisions of this document do not merge with any action performed or document executed by any party for the purposes of performance of this document.
- (b) Any representation in this document survives the execution of any document for the purposes of, and continues after, performance of this document.
- (c) Any indemnity agreed by any party under this document:
 - (i) constitutes a liability of that party separate and independent from any other liability of that party under this document or any other agreement; and
 - (ii) survives and continues after performance of this document.

17.11 Waivers

Any failure by any party to exercise any right under this document does not operate as a waiver and the single or partial exercise of any right by that party does not preclude any other or further exercise of that or any other right by that party.

17.12 Remedies

The rights of a party under this document are cumulative and not exclusive of any rights provided by law.

17.13 Severability

Any provision of this document which is invalid in any jurisdiction is invalid in that jurisdiction to that extent, without invalidating or affecting the remaining provisions of this document or the validity of that provision in any other jurisdiction.

17.14 Counterparts

This document may be executed in any number of counterparts, all of which taken together are deemed to constitute one and the same document.

17.15 Party acting as trustee

If a party enters into this document as trustee of a trust, that party and its successors as trustee of the trust will be liable under this document in its own right and as trustee of the trust. Nothing releases the party from any liability in its personal capacity. The party warrants that at the date of this document

- (a) all the powers and discretions conferred by the deed establishing the trust are capable of being validly exercised by the party as trustee and have not been varied or revoked and the trust is a valid and subsisting trust;

- (b) the party is the sole trustee of the trust and has full and unfettered power under the terms of the deed establishing the trust to enter into and be bound by this document on behalf of the trust and that this document is being executed and entered into as part of the due and proper administration of the trust and for the benefit of the beneficiaries of the trust;
- (c) no restriction on the party's right of indemnity out of or lien over the trust's assets exists or will be created or permitted to exist and that right will have priority over the right of the beneficiaries to the trust's assets.

18. Definitions and interpretation

18.1 Definitions

In this document unless the context otherwise requires:

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

Additional Monetary Contribution means the amount determined by multiplying the Monetary Contribution Rates by the number of dwellings in addition to the Anticipated Dwellings approved for the Proposed Development.

Anticipated Dwellings means the dwellings anticipated in the Proposed Development as set out in Schedule 3.

Bank Guarantee means a written guarantee without a time limit acceptable to Council issued by an Australian Bank.

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in New South Wales;

Construction Certificate has the same meaning as in the Act;

Development Applications means development applications for the Proposed Development, being JP-562/2010 and HB-561/2010 and the proposed development application for 38 dwellings on the Land;

Development Consents means the approval of the Development Applications;

Development Contributions means a monetary contribution, or the provision of a material public benefit including the Works, or the combination of any of them.

Draft LEP means the Draft Local Environmental Plan which provides for the following rezoning:

- (a) land bounded by Jenkins Road, Post Office Street, Boundary Road and the Railway reservation from Residential 2(a 1) to Residential 2(a4); and
- (b) land bounded by Moseley Street, Jenkins Road, Post Office Street and Donald Street from Residential 2(a2) to Residential 2(a1)

Encumbrance includes any mortgage or charge, lease, (or other right of occupancy) or profit a prendre;

GST means any tax, levy, charge or impost implemented under the *A New Tax System (Goods and Services Tax) Act (GST Act)* or an Act of the Parliament of the Commonwealth of Australia substantially in the form of, or which has a similar effect to, the GST Act;

Land comprises the whole of the land described in Schedule 3;

Monetary Contribution means the amount specified in Schedule 1 as the Monetary Contribution.

Monetary Contribution Rates means the rates set out in Schedule 1

Occupation Certificate has the same meaning as in the Act;

Owners means the owners of the parcels of the Land as set out in Schedule 2, and includes any successor in title;

Party means a party to this document, including their successors and assigns;

Price Index means:

- (a) All Groups Consumer Price Index applicable to Sydney published by the Australian Bureau of Statistics, or
- (b) if this price index is discontinued or abolished or if the items or weighting of the items whose prices are considered varied so as to change the basis of the price index then such price index as Council may select that, as nearly as practicable, serves the same purpose.

Proposed Development means the development of the Land for mixed use retail and residential, generally as described in Schedule 3.

18.2 Interpretation

In this document unless the context otherwise requires:

- (a) clause and subclause headings are for reference purposes only;
- (b) the singular includes the plural and vice versa;
- (c) words denoting any gender include all genders;
- (d) reference to a person includes any other entity recognised by law and vice versa;
- (e) where a word or phrase is defined its other grammatical forms have a corresponding meaning;
- (f) any reference to a party to this document includes its successors and permitted assigns;
- (g) any reference to a provision of an Act or Regulation is a reference to that provision as at the date of this document.

- (h) any reference to any agreement or document includes that agreement or document as amended at any time;
 - (i) the use of the word **includes or including** is not to be taken as limiting the meaning of the words preceding it;
 - (j) the expression **at any time** includes reference to past, present and future time and the performance of any action from time to time;
 - (k) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
 - (l) an agreement, representation or warranty on the part of two or more persons is for the benefit of them jointly and severally;
 - (m) reference to an exhibit, annexure, attachment or schedule is a reference to the corresponding exhibit, annexure, attachment or schedule in this document;
 - (n) reference to a provision described, prefaced or qualified by the name, heading or caption of a clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment in this document means a cross reference to that clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment;
 - (o) when a thing is required to be done or money required to be paid under this document on a day which is not a Business Day, the thing must be done and the money paid on the immediately following Business Day; and
- reference to a statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated.

The common seal of **The Hills Shire Council** was affixed under a resolution passed by council on 28 April,..... 2015 in the presence of



[Handwritten signature of Dave Walker]

General Manager

Dave Walker

Print name

[Handwritten signature of Andrew Jefferies]

Mayor

Andrew Jefferies

Print name

28/4/15

[Handwritten signature of Peter Doyle]

Witness

Peter Doyle

Print name

- (h) any reference to any agreement or document includes that agreement or document as amended at any time;
- (i) the use of the word **includes or including** is not to be taken as limiting the meaning of the words preceding it;
- (j) the expression **at any time** includes reference to past, present and future time and the performance of any action from time to time;
- (k) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;
- (l) an agreement, representation or warranty on the part of two or more persons is for the benefit of them jointly and severally;
- (m) reference to an exhibit, annexure, attachment or schedule is a reference to the corresponding exhibit, annexure, attachment or schedule in this document;
- (n) reference to a provision described, prefaced or qualified by the name, heading or caption of a clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment in this document means a cross reference to that clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment;
- (o) when a thing is required to be done or money required to be paid under this document on a day which is not a Business Day, the thing must be done and the money paid on the immediately following Business Day; and
reference to a statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated.

The common seal of **The Hills Shire Council** was affixed under a resolution passed by council on 2010 in the presence of:

Mayor



Signed for and on behalf of Bridgeland
Investment Pty Ltd

x 
Director

y GEORGE CHIAO

Secretary/Director

Print Name

~~Signed for and on behalf of Chandos
Projects (Carlingford) Pty Ltd~~

Director

Secretary/Director

Print Name

Signed for and on behalf of Paramount
Investments Pty Ltd

Director

Secretary/Director

Print Name

Signed for and on behalf of Carlingford
Investments Pty Ltd

Director

Secretary/Director

Print Name

Signed for and on behalf of Bridgeland
Investment Pty Ltd

Director

Secretary/Director

Print Name

Signed for and on behalf of Chandos
Projects (Carlingford) Pty Ltd

J. Shi

Secretary/Director

Director

KEVIN SHI

Print Name

~~Signed for and on behalf of Paramount
Investments Pty Ltd~~

~~_____
Secretary/Director~~

~~_____
Director~~

~~_____
Print Name~~

Signed for and on behalf of Carlingford
Investments Pty Ltd

Secretary/Director

Director

Print Name

Signed for and on behalf of Bridgeland
Investment Pty Ltd

Director

Secretary/Director

Print Name


Signed for and on behalf of Chandos
Projects (Carlingford) Pty Ltd

Director

Secretary/Director

Print Name

Signed for and on behalf of Paramount
Investments Pty Ltd



Director

Secretary/Director

Print Name

AUCE LU

Signed for and on behalf of Carlingford
Investments Pty Ltd



Director

Secretary/Director

Print Name

Roland Lu

Schedule

Total Monetary Contribution		
Monetary Contribution	964,132	Pro rata payment in accordance with clause 5 of this document
Additional Monetary Contribution	Quantum calculated using Monetary Contribution Rates below	Pro rata payment in accordance with clause 5 of this document
Monetary rate per 1 bedroom unit	3,916	
Monetary rate per 2 bedroom unit	5,027	
Monetary rate per 3+ bedroom unit	5,722	
For Information Purposes only , the Monetary Contribution relates to:		
Signals at Jenkins Rd/Post Office St	51,792	
Upgrade to Jenkins/P'Hills Rd intersection	112,592	
Upgrade to stormwater mgt facilities	234,032	
Carlingford Library	123,852	
Carlingford Community Centre	123,852	
Open Space Embellishment — CPOS1	97,986	
Offset for Corner Park (Lots 1 and 2 DP 1028075)	220,026	
Total	964,132	

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Schedule 2 — Owners

Legal description	Address	Owner
1/DP398482	2 James Street	Bridgeland Investments Pty Ltd
2/DP398482	4 James Street	Bridgeland Investments Pty Ltd
2/DP398482	6 James Street	Bridgeland Investments Pty Ltd
5/DP8001 B/DP90046	8 James Street	Bridgeland Investments Pty Ltd
1/DP32469	10 James Street	Chandos Projects (Carlingford) Pty Ltd
1/DP120826	12 James Street	Paramount Investments Pty Ltd, Carlingford Investments Pty Ltd

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Schedule 3 — Proposed Development

The Land is comprised of 2-8 James Street, 10 James Street and 12 James Street, to be developed as follows:

2-8 James Street

Demolition of existing structures and erection of 18 storey mixed use development comprising:

- 3 one bedroom units;
- 54 two bedroom units;
- 48 three bedroom units;
- 148 m² retail floor space at ground level; and
- three basement parking levels providing 173 car parking spaces

10 James Street

Demolition of existing structures and erection of a 14 storey mixed development comprising:

- 6 one bedroom units
- 30 two bedroom units;
- 2 three bedroom units;
- 55m² retail floor space at ground level; and
- four basement parking levels providing 57 car parking spaces

12 James Street

Demolition of existing structures and erection of 16 storey mixed use development comprising:

- 12 two bedroom units;
- 28 three bedroom units;
- 92 m² retail floor space at ground level; and
- four basement parking levels providing 70 car parking spaces

Anticipated Dwellings: 183

