

23 June 2005

The Hon Craig Knowles MP Minister for Infrastructure Planning Minister for Natural Resources 1 Farrer Place SYDNEY, NSW, 2000

Dear Minister

RE: M7 Hub DEVELOPER AGREEMENT

M7 Business Hub : Lots 10 - 14 DP1072146 ("M7Hub") Minchinbury, Blacktown LGA

We submit this letter setting out the terms and conditions of a Developer Agreement in accordance with cl.271(2)(c) of EPA Regulation 2000 to ;

 (A) adopt the attached M7 Hub Precinct Plan Agreement dated 23 June 2005, which addresses precinct plan matters recommended by the Department of Infrastructure Planning & Natural Resources ("M7 Hub Precinct Plan Agreement ");

and,

(B) undertake various infrastructure works and meet s.94 contributions, which address s.94B contributions plan matters, as detailed below.

Macquarie Goodman Management Pty Ltd is developing the land in partnership with the land owner, The Austral Brick Company Pty Ltd, in a joint venture company, Macquarie Goodman Vineyard Pty Ltd ("MGV").

1. Infrastructure Works under SEPP59 Schedule 1

- 1.1 MGV will undertake infrastructure works in accordance with the following and as referenced to SEPP59;
 - (a) SEPP59 Schedule 1 cl.3(a) General Services plan;
 - (1) Water MGV has entered into agreement dated 9 February 2005 with Sydney Water for provision of water services to a total contribution cost of \$10.0 million:
 - (2) Sewer MGV has entered into agreement dated 9 February 2005 with Sydney Water for provision of sewer services to a total contribution cost of \$8.2 million;
 - (3) Stormwater Drainage

and corridors for;

- (4) Telephone;
- (5) Electricity MGV has entered into agreement dated 8 April 2005 with Integral Energy for provision of electrical services to a total contribution cost of \$1.0 million;
- (6) Gas;
- (7) Cable;



and,

- (b) SEPP59 Schedule1 ~ cl.3(b) Transport plan.
 - (8) Regional External Roads MGV will enter into an agreement with the RTA and the Minister for provision of transport services prior to any Construction Certificate being issued for Building Works on the M7Hub estate. MGV's contribution cost for works will be determined pursuant to the attached letter of offer dated 23 June 2005.

2. S.94 Contributions

- 2.1 MGV acknowledges that Blacktown City Council will prepare a s.94 contributions plan for the SEPP 59 Stage 3 release area in accordance with the requirements of the *Environmental Planning and Assessment Act* and the Environmental Planning and Assessment Regulation 2000 ("Stage 3 Contributions Plan"), and that the plan may include, but not be limited to items such as:
 - Contributions to Councils' Plan of Management for all lands to be dedicated;
 - Aboriginal & European Heritage;
 - Contributions to Regional Open Space;
 - Library stock;
 - Community facilities;
 - Children's services;
 - Public Art;
 - Road drainage works;
 - Open space and recreation facilities;
 - Tributary trunk drainage;
 - Traffic management facilities; and
 - Tree planting.
- 2.2 Subject to cl.2.3, MGV will construct the following works in kind as part of the M7 Hub Developer in accordance with any relevant development consents granted:
 - Local External Roads
 Old Wallgrove Road upgrade \$7.5 million provision of Transport infrastructure refer SEPP59 Schedule 1 – cl.3(b);
 - (2) Southridge House Adaptive re-use of the European Heritage item for Community facilities in satisfaction of the provision of Heritage conservation and Cultural landscape & Open Space referred to in SEPP59 clause 10(I) and 10(z) respectively;
 - (3) Reedy Creek Riparian Zone Conservation protection zone of 19.230 hectares in satisfaction of the provision of Heritage conservation & Open Space referred to in SEPP59 clause 10(m) & 10(o) respectively.
- 2.3 MGV agrees to meet the contributions in respect of the items in cl.2.2, in cash or by works, as a material public benefit under s.94(5) of the *Environmental Planning and Assessment Act*, in lieu of its obligations to pay s.94 contributions under cl.2.4 as agreed with Blacktown City Council.
- 2.4 MGV will pay any s.94 contributions in accordance with the Stage 3 Contributions Plan and any agreement with Blacktown City Council.



3. Precinct Planning

- 3.1 MGV acknowledges that Blacktown City Council is preparing a Precinct Plan pursuant to SEPP 59 with respect to the release area 3 land ("Council Precinct Plan"). MGV will, at its cost, use reasonable endeavours to consult with Council to coordinate the matters contained in the M7 Hub Precinct Plan with the Council Precinct Plan as and when adopted by Council.
- 3.2 Within 1 month from the date the Council adopts the Council Precinct Plan, MGV will, at its cost, submit the M7 Hub Precinct Plan Agreement (amended to take account of all reasonable concerns raised by Council as a result of the consultation required above) to the Department for review. MGV agrees that the Department may require MGV (at its own cost) to make such further amendments to the M7 Hub Precinct Plan Agreement as the Department may reasonably-require in order that the M7 Hub Precinct Plan Agreement and the Council Precinct Plan are coordinated and made consistent, as far as reasonably practicable. Once the revisions have been approved by the Department, the revised M7 Hub Precinct Plan Agreement will replace that previously attached to this Developer Agreement.

4. CI.271 of the Environmental Planning and Assessment Regulation 2000

- 4.1 The Minister for Infrastructure, Planning & Natural Resources acknowledges that this Developer Agreement satisfies the requirements of cl.271(1)(c) of the Environmental Planning and Assessment Regulation 2000.
- 4.2 This Developer Agreement is subject to whatever rights MGV may have under the *Environmental Planning* and Assessment Act 1979 in respect of any developer contributions.

EXECUTED on behalf of

MACQUARIE GOODMAN MANAGEMENT PTY LTD by or in the presence of:

EXECUTED on behalf of THE AUSTRAL BRICK COMPANY PTY LTD by or in the presence of:

EXECUTED on behalf of **MACQUARIE GOODMAN VINEYARD PTY LTD** by or in the presence of:

EXECUTED on behalf of the Minister Administering the **Environmental Planning Assessment Act 1979** by or in the presence of:

M7Hub Precinct Plan Agreement

23 June 2005

An AGREEMENT making provision with respect to precinct plan matters in accordance with Clause 271(2)(c) of EPA Regulation 2000, being part of the M7Hub Developer Agreement letter dated 23 June 05.

Property: Austral Bricks land, Lots 10 to 14 in DP1072146, described as "M7Hub" as indicated on Figure 1.

CONTENTS

- (A) Scope of this agreement
- (B) Matters for consideration
- (C) Urban Design / Guidelines
 - 1.0 Structure Plan
 - 2.0 Allotment sizes + dimensions
 - 3.0 Site Design Guidelines
 - 3.1 Building Setbacks
 - 3.2 Site Coverage
 - 3.3 Road Design
 - 3.4 Landscape
 - 3.5 Carparking

FIGURES 1 Existing Deposited Plan

- 2 Precinct Plan Agreement Scope Diagram
- 3 Infrastructure Services Diagram
- 4 Site Conditions
- 5 Structure Plan



Supporting Studies

Investigations and studies have been undertaken by specialist consultants to address various issues over the property. The reports of those studies are included in a library of "M7Hub REPORTS" per the enclosed list (Appendix A) and a copy of the library is held at DIPNR's offices. The library will be updated as further reports are prepared and / or amended.

(A) Scope of this agreement

2

2

This agreement relates to the whole of the M7Hub land and is considered in the following land areas indicated on the Precinct Plan Agreement Scope Diagram (Figure 2), namely; "M7Hub EAST", "M7Hub CENTRAL", Reedy Creek (Riparian Zone), Coles Myer DA site and Coca-Cola DA site.

The agreement acknowledges the following:

- (1) DA-283-11-2004-i for the Coles Myer facility on the western boundary in M7Hub CENTRAL will, on determination by reference to this agreement, ratify the planning for the 17 hectare land area subject of that DA.
- (2) DA-308-12-2004-i for the Coca-Cola facility in M7Hub EAST + the Reedy Creek zone will, on determination by reference to this agreement, ratify the planning for the 55 hectare land area subject of that DA.
- (3) DA-86-4-2005-i for the <u>Estate Masterplan</u> will be further considered with reference to this agreement and may result in amendments to this agreement as it affects the remaining land area.

In particular, further consideration of this agreement by the assessment of the Estate masterplan DA will include but not be limited to, the following in accordance with clause 10 of SEPP59 and specifically Schedule 1.

- Environmental issues per clause 10(g) (k)
- Heritage conservation per clause 10(I) (n)
- Building design + construction per Schedule 1 cl.2(b)(iii)
- Controls (environmental) per Schedule 1 cl.2(b)(iv)
- Ecological issues + biodiversity per Schedule 1 cl.3(d)



Figure 2

(B) Matters for Consideration

Clause 10 of SEPP59 requires the following matters to be considered in the preparation of a Precinct plan. Comments are noted, referring to consideration including reference to Schedule 1 of SEPP59.

Economic development and employment

The M7Hub proposal is in the order of \$650 million development expenditure (excluding land) and will generate in excess of 7,000 jobs on completion. The project will fund more than \$45 million of infrastructure works to service the Eastern Creek Precinct of SEPP59 lands.

2 Servicing

2

1

.

1

1

1

ī

1

1

1

. .

1

.

Commitment to Infrastructure Works in accordance with cl.3(a) General Services plan (Schedule 1) is included in the M7Hub Developer Agreement and refer to Figure 3 (Infrastructure Services Diagram)

3 Extraction & Rehabilitation

An ERP Works plan in accordance with cl.3(c) Extraction & rehabilitation plan (Schedule 1) is included in the M7Hub REPORTS library and refer to Figure 4 (Site Conditions)

4 Housing

Not applicable,

5 Environment

A number of investigations and studies are included in the M7Hub REPORTS library and refer to Figure 4 (Site Conditions)

6 Heritage conservation

European and Aboriginal heritage studies are included in the M7Hub REPORTS library and refer to Figure 4 (Site Conditions).

7 Cultural landscape and open space

The Reedy Creek (Riparian Zone) has been conserved and designed to incorporate lands suitable for regional and local open space, and refer Figure 5 (Structure Plan)

8 Transport

Commitment to regional transport infrastructure in accordance with cl.3(b) Transport plan (Schedule 1) is included in the M7Hub Developer Agreement.

9 Urban Design

Refer part (C) : Urban Design Guidelines and refer Figure 5 (Structure Plan)

10 Community services

An Estate Amenities precinct is proposed for the adaptive reuse of the heritage property "Southridge House" in M7Hub CENTRAL, which will provide community facilities available to the surrounding employment-generating lands, and refer Figure 5 (Structure Plan).

(C) Urban Design Guidelines

1.

1.

Ī.

Ľ

1.

.

1

The following urban design guidelines are to apply in accordance with the requirements for a precinct plan under clause 10 of SEPP59 and specifically Schedule 1 (as referenced). The numeric controls are standards that may be varied by the consent authority for any development application on the merits of the proposal.

Structure Plan (ref: cl.2(a)(ii)&(iii))

Development is to proceed generally in accordance with the Structure Plan (Figure 5), which indicates; the general phasing of development, road pattern and subdivision pattern.

The location, extent and necessity for "Central Road 1" in M7Hub CENTRAL, is subject to the assessment and determination of the Estate Masterplan (DA-86-4-2005-i).

2 Allotment Sizes + Dimensions (ref: 2(b)(i))

2.1 Lot Sizes

Other than determination of DA-283-11-2004-I for the Coles Myer facility, the Lots Sizes in M7Hub CENTRAL will be subject to the determination of the Estate Masterplan (DA-86-4-2005-i).

For the M7Hub EAST, the following applies;

- The minimum size of an allotment is 0.5 hectares (5,000m2).
- A minimum of 40% of the net development area as Large Lots (being 10.0 hectares or more)
- Approximately 10% of the net development area as Medium Lots (being 1.0 10.0 hectares)
- A maximum of 50% of the net development area as Small Lots (being 0.5 1.0 hectares)

2.2 Lot Dimensions

The minimum width of an allotment at the building setback line is 35m.

3 Site Design Guidelines

1

1

1

.

7

1

4

()

ł.

1 -

ι.

1

(·

1.

I.

η.

η.

.

3.1 Building Setbacks

- **3.1.1** Road frontages as indicated on the Structure Plan (Figure 5). A minimum 50% of the setback dimension to be landscaped at the road frontage.
- **3.1.2** Side and rear boundaries minimum 3.0m
- 3.1.3 Riparian Zone boundary minimum 10.0m

3.2 Site coverage

Maximum site coverage is 65% for buildings including awnings.

3.3 Road Design

- **3.3.1** The internal road pattern to be in accordance with the Structure Plan (Figure 5) or as may be varied by the approved Estate Masterplan (DA-86-4-2005-i).
- **3.3.2** All internal estate roads to be designed in accordance with Blacktown City Council and RTA road standards.

Distributor Road – 26m road reserve; 2 x 7.75m carriageways + 3m median strip + 2 x 3.75m side path / services corridor.

Collector Road – 23m road reserve; 15.5m carriageway + 2 x 3.75m side path / services corridor.

Local Road - 20.5m road reserve; 13.5m carriageway + 2 x 3.5m side path / services corridor.

3.4 Landscape

A minimum of 15% of the total net development area should be provided and maintained as soft landscaping at ground level. Individual projects to provide a minimum 10% landscape area of the project site area.

3.5 Carparking

- **3.5.1** Designed in accordance with the design principles and dimensional requirements of Australian Standards AS2890.
- **3.5.2** Parking requirements for individual developments within the Estate to be assessed on a site by site basis due to the varying parking demands of particular land uses.
- **3.5.3** The RTA *Guide to Traffic Generating Developments 1993* is to be used as the appropriate guideline for the provision of off street parking.







APPENDIX A:

=0

-0

10

Ð

Ð

10

Ð

Ð

10

Ð

D

D

D

D

Ð

1

9

0

.

"N	17Hub" REPORTS	Consultant	Report Date	Revised / Added
1	Traffic (1) Traffic Report (M7Hub) (2) Traffix advice (M7Hub)	Traffix Traffix	Apr-05 7-Apr-05	
2	Flood (1) Flood Investigation Report (M7Hub)	Connell Wagner	12-Apr-05	
3	Acoustic (1) Noise & Vibration Assessment (M7Hub)	Richard Heggie	30-Mar-05	
4	Air Quality (1) Air Quality Management Plan (M7Hub)	Holmes	Apr-05	
5	 Flora (1) Ecological Assessment (Stage 3 release SEPP59) (2) Assessment of impact of CCA + subdivision (M7Hub EAST) (3) Vegetation Management Plan (Reedy Creek) (4) Search for Pultenaea Microphylla (Coles Myer Site) 	ERM Anne Clements + Ass Anne Clements + Ass Anne Clements + Ass	Dec-03 30-Nov-04 6-Dec-04 2-Mar-05	
6	Fauna (1) M7Hub Fauna Survey + Assessment (M7Hub)	Ambrose	2-May-05	
7	Civil EngIneerIng (1) Engineering Report (M7Hub) Roads + Transportation Stormwater Management Earthworks Bridge Scour Protection Services	Henry & Hymas	Apr-05	
8	 European Heritage (1) Conservation & Management Plan (M7Hub) (2) Statement of heritage Impact by Coles Myer (Southridge House) 	Eric Martin + Ass Eric Martin + Ass	Aug-03 10-Feb-05	
9	Aboriginal Heritage (1) Archaeological Investigations (M7Hub EAST)	Jo McDonald + Ass	Dec-04	
10	Environmental (1) Phase 1 Contamination Study (M7Hub)	CH2M Hill	Mar-05	
11	Bushfire Assessment (1) Conservation & Bushfire Management Plan (Stage 3 release SEPP59)	ERM	Feb-04	
12	ESD (1) Principles for Ecologically Sustainable Development (M7Hub)	Heggies	11-Apr-05	
13	Salinity (1) Salinity Assessment (Stage 3 release SEPP59)	SMEC	Nov-03	
14	ERP Works (1) Extraction & Rehabilitation Plan (M7Hub)	Connell Wagner	28-Aug-03	



ACQUARIE

23 June 2005

Ξ

_

_ .

.

10

Ŀ

.

1

Ľ

J

ψ.

1.

i.

The Hon Craig Knowles MP Minister for Infrastructure Planning Minister for Natural Resources 1 Farrer Place SYDNEY, NSW, 2000

Dear Minister

M7 Business Hub

Offer to enter planning agreement – cl.3, Schedule 1 (section 931) *Environmental Planning and* Assessment (Development Contributions) Act 2005

Property: Lots 10 to 14 in DP1072146, described as "M7 Hub" as indicated on Figure 1.

Parties: Minister for Infrastructure Planning & Natural Resources ("Minister"); Macquarie Goodman Vineyard Pty Ltd ("MGV") The Austral Brick Co Pty Ltd ("Austral")

Background:

M7 Hub is part of the SEPP59 Stage 3 Release Area which was declared by the Minister on 25 February 2003. The M7Hub land is owned by Austral and MGV holds exclusive development rights over the land.

One of two conditions of the declaration by the Minister was that issues surrounding the provision of regional transport infrastructure were resolved by the RTA and the Department of Infrastructure Planning & Natural Resources ("DIPNR"). MGV has been in discussions with the RTA and DIPNR for some months, and the three parties have agreed a scope of transport infrastructure to be the obligation of MGV.

This letter constitutes an offer made by MGV to the Minister pursuant to s.931 of the *Environmental Planning* and Assessment Act 1979 to enter into a planning agreement pursuant to Part 4 Division 6 of the *Environmental* Planning and Assessment Act 1979 in relation to the following development applications:

- DA-283-11-2004-i for the Coles Myer facility
- DA-308-12-2004-i for the Coca-Cola Amatil facility
- DA-86-4-2005-i for the SEPP34 Estate Masterplan; and
- development applications for the future development by MGV of Lots 10 to 14 in DP1072146;

in accordance with the following terms:

Level 10, 60 Castlereagh Street Sydney (JSVv 2000 GPO Box 4703 Sydney (NSV 200 Telephone (02) 9230 7400 Facsimile (02) 9230 7444 Info@macquariegoodman.com.au

AGREEMENT

1

1.

1.

.

<u>.</u>

<u>.</u>

<u>.</u>

Ŀ.

Ľ

10

1

.

1 MGV v/ill:

(1) <u>contribute</u> to the mitigation of off-site regional traffic and transport infrastructure impacts at a rate of \$68,200.00 per Net Developable Hectare, paid as development occurs in each development stage indicated on Figure M7DA08; and

ACGUARE

- (2) <u>undertake</u> at full cost to MGV, the design and construction of the works required to Wallgrove Road (Work Area 1 & 2 of Figure SK.31(B)) as indicated on Figure M7 DA 09, as revised or otherwise detailed in accordance with the analysis conducted pursuant to cl.2 below; and
- (3) <u>contribute</u> to the necessary partial contributions for the upgrade of the Old Wallgrove Road / M7 Motorway Interchange (Work Area 3 of Figure SK.31(B)) at a rate per Net Developable Hectare as determined in accordance with the analysis conducted pursuant to cl.2 below; and
- (4) <u>undertake</u> at full cost to MGV, the design and construction of the works proposed to Old Wallgrove Road (Work Area 4 of Figure SK.31(B)) as indicated on Figure M7 DA 10(A), as revised or otherwise detailed in accordance with the analysis conducted pursuant to cl.2 below.

To fulfil the obligation of 1(4), MGV will:

- (a) undertake the design of Old Wallgrove Road, for the full length of Work Area 4, for a four lane divided road to meet the engineering standards of either Blacktown Council or DIPNR acting on the advice of the RTA;
- (b) fund and construct the two westbound lanes of "(a)" as indicated on Figure M7DA10(A);
- (c) Provide the land to enable the roadworks in "(b)" to be constructed and dedicated as a Public Road

Subject to agreement with Blacktown Council, these works in cl.1 will represent Works in Kind and be credited toward any s.94 contribution to be made in accordance with any Contributions Plan adopted by Council for the Stage 3 Release Area in relation to the M7Hub Land.

- 2) In the 90 days following the date of this offer (or agreed extended period), MGV will fund the services of Traffix (traffic & transport consultants Graham Pindar) to undertake further traffic analysis in consultation with the RTA and fund the services of Evans & Peck (infrastructure project management Peter Gemell) to determine the scope of works and cost estimate, for any necessary road works to further determine the works in 1(2) and 1(4) above, and determine the partial contributions for 1(3) above. Traffix' and Evans & Peck's services are to be on an "open-book" basis i.e. their advice is to be fully disclosed to the RTA and DIPNR.
- 3) DIPNR and the RTA agree that compliance by MGV with 1 and 2 above, will be satisfaction in full of:
 - (a) the requirement that applies to M7 Hub land to provide for regional transport infrastructure and services under SEPP 59; and
 - (b) the requirements noted in the M7 Hub Developer Agreement for the establishment of an agreement between MGV and RTA.

Marqualia Goodman

LACQUARE

- 4) MGV will not assign or novate all or part of its interest and/or obligations in the planning agreement, without the prior written approval of DIPNR (who must not unreasonably withhold its consent to such an assignment or novation
- 5) MGV will enter a formal planning agreement in accordance with the terms of this offer as soon as reasonably practicable after the grant of development consent for DA-283-11-2004-i for the Coles Myer facility and DA-308-12-2004-i for the Coca-Cola Amatil facility, subject to any amendments necessitated by the conditions of development consent.

EXECUTED on behalf of MACQUARIE GOODMAN VINEYARD PTY LTD by or in the presence of:

Director's Name

Director's/Secretary's Name

FIGURES

1

1

.

1

M7Hub Land

SK.31(B)	External Roads – Work Areas
M7DA09	Wallgrove Road Intersection (Work Area 1 + 2)
M7DA10(A)	Old Wallgrove Road Upgrade (Work Area 4)

FIGURE 1

M7HUB LAND

SEPP59 Stage 3 Release Area

1

0

D

I

The overall area of the Land is 700 hectares, while the Net Developable Hectares of the Land are 360 hectares



M7Hub Land

The overall area of the land is 150 hectares, while the Net Developable Hectares of the land is 120 hectares







