

Riverstone Scheduled Lands Development Plan (Precinct A (Stages 1-3)) 2016

under the  
Environmental Planning and Assessment Act 1979

*This Development Plan is subject to the outcome of a Consent Ballot of landowners in Precinct A Stages 1-3.*

Landowners must always seek and rely on their own independent advice about how the development plan and related matters will affect them.

## Part 1 Preliminary

- 1.1 Name of plan
- (1) This plan is the *Riverstone Scheduled Lands Development Plan (Precinct A (Stages 1-3)) 2016*.
- 1.2 Planning purpose
- (1) The **planning purpose** of this plan is to promote and co-ordinate the orderly and economic use and development of the **subdivision land**, to be achieved by the **relevant authority** providing infrastructure, re-subdividing the **subdivision land** and recouping its costs through contributions from **landowners** in the form of **monetary contributions or land trade**.
- 1.3 Land to which this plan applies
- (1) This plan applies to the **subdivision land**.
- Note: The subdivision land is shown outlined blue on the subdivision land plan in Schedule 7.*
- 1.4 Status of this plan
- (1) This plan will be in force for the purposes of the Act when the plan is adopted by the **relevant authority** in accordance with clause 268ZJ of the Regulation.
- (2) The implementation of this plan is subject to the making of the **subdivision order** by the Minister.
- 1.5 Functions
- (1) The **relevant authority** has the functions conferred on it by the Act, any other legislation which confers powers on the **relevant authority** and the **subdivision order** once it is made.
- (2) For the avoidance of doubt, the **relevant authority** can only compulsorily acquire land for the planning purpose specified in the **subdivision order** and can only compulsorily require the payment of a **contribution** if authorised to do so by the **subdivision order**.
- 1.6 Definitions
- (1) The Dictionary at the end of this plan defines words and expressions which appear in bold in this plan for the purposes of this plan.

## 1.7 Notes

- (1) Notes in this plan are provided for guidance and do not form part of this plan.

## 1.8 Relevant authority

- (1) The relevant authority for the purpose of this plan is Landcom (trading as UrbanGrowth NSW), as designated in the **subdivision order**.

## Part 2 Proposed Plan of Subdivision

### 2.1 Plan of subdivision

- (1) The relevant authority proposes to subdivide the **subdivision land** in accordance with the **plan of subdivision**.
- (2) The relevant authority will undertake the subdivision of the **subdivision land** in stages as shown on the **plan of subdivision** and otherwise in accordance with any development consent granted in respect of the subdivision of the **subdivision land** under the **Act**.
- (3) The proposed timetable for the subdivision of the **subdivision land** and the **subdivision works** is contained in Schedule 1.

### 2.2 Roads

- (1) The relevant authority requires the **road land** and **road parcels** for the purpose of carrying out that part of the **subdivision works** comprising the construction of roads as shown on the **plan of subdivision** and for the installation of services.
- (2) If a **landholding** includes **road land** or a **road parcel**, the relevant authority ~~will~~**may** acquire that part of the **landholding** which is **road land** or a **road parcel** by compulsory process under the **Just Terms Act** or in accordance with a **voluntary contributions agreement**.

## Part 3 Subdivision Works

### 3.1 Subdivision works

- (1) The relevant authority will cause the following **subdivision works** to be undertaken on the **subdivision land**:
  - (a) works for the purpose of roads, as shown on the **plan of subdivision**,

- (b) works for the purpose of water supply, as shown on the **water servicing figure**,
  - (c) works for the purpose of sewerage services, as shown on the **sewerage servicing figure**,
  - (d) works for the purpose of drainage, as shown on the **drainage figure**,
  - (e) works for the purpose of electricity supply, as shown on the **electricity reticulation figure**,
  - (f) works for the purpose of gas supply,
  - (g) works for the purpose of telecommunications,
  - (h) works for the purpose of site remediation, in accordance with the Remediation Action Plan from DLA Environmental July 2014,
  - (i) works for the purpose of demolition as shown in RPS Survey Plan dated 28 April 2014, and
  - (j) works required for the purposes of, or ancillary to, the above works.
- (2) The **subdivision works** described in sub-clause (1) are indicative only and the detail of the works will be finalised through further site investigations, and in the process of procuring statutory approvals, and may change as the works progress.

### 3.2 Access to subdivision land for the purpose of the subdivision works

- (1) The **relevant authority** and persons authorised by it may enter the **subdivision land** for the purposes of and in connection with the **planning purpose**, the **plan** and the **subdivision works**, in accordance with clause 15 of Schedule 5 of the **Act** and clause 268ZN of the **Regulation**.
- (2) The **relevant authority** is entitled to, and may take vacant possession of any land which is part of the **subdivision land**:
  - (a) in accordance with the terms of a **voluntary contributions agreement** or any other agreement between the **landowner** of that land and the **relevant authority**, or
  - (b) in accordance with the requirements of Part 2 of the **Just Terms Act**.

## Part 4 Funding of subdivision works and development plan

### 4.1 Landowners Contribution

(1) Subject to the plan, the relevant authority will fund the provision, extension and augmentation of subdivision works and development plan costs through a contribution from each landowner comprising:

- (a) 100% of all individual costs incurred by the relevant authority in respect of that landowner's landholding; and
- (b) a proportion of the total shared costs,

calculated in accordance with the following formula:

$$LC = \left( \frac{A}{NSA} \times SC \right) + IC$$

Where:

LC is the landowner's contribution;

A is the area edged in red on the plan of subdivision which contains the landowner's landholding, excluding any trunk drainage land, open space land, and any road parcels;

NSA is the total area of all areas edged red on the plan of subdivision, excluding any trunk drainage land, open space land, any road parcels;

SC is the total shared costs; and

IC is the individual costs.

Notes:

*Shared costs shown in Schedules 4 and 5, and the cost of funds for landowners choosing to land trade (Schedule 6) are fixed at the amount shown in this plan. The individual costs in Schedule 6 (except the cost of funds for landowners choosing to land trade) are estimates only. The landowner's liability for individual costs may be greater than the estimate, and liability is for the actual individual costs.*

### 4.2 Liability to pay contribution

(1) A landowner will be required to make the contribution required by clause 4.1 under either:

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- (a) a contribution notice; or
  - (b) a voluntary contributions agreement.
- (2) A contribution notice:
- (a) will be issued by the relevant authority at a time to be determined in the discretion of the relevant authority,
  - (b) will state the amount of the contribution required to be paid, and
  - (c) will require payment of the contribution by a date not less than 90 days after the date of service of the contribution notice.
- (3) The contribution must be paid by the landowner on the date and in the manner set out in the contribution notice or the voluntary contributions agreement.

#### 4.3 How a landowner pays for its contribution

- (1) Each landowner may pay its contribution by:
- (a) the payment of a sum of money equal to the amount of the landowner's contribution (monetary contribution), or
  - (b) agreeing to the compulsory acquisition by the relevant authority through a voluntary contributions agreement of the whole or part of the landowner's landholding (land trade), or
  - (c) a combination of monetary contribution and land trade.

#### Notes:

*Monetary contributions and land trades are described in Parts 5 and 6 respectively.*

- (2) Where a landowner chooses to pay part of its contribution by way of a land trade, and the value of the land trade as determined in accordance with this plan is less than the landowner's contribution, the landowner is required to pay a monetary contribution in the amount of that shortfall.
- (3) A landowner cannot pay part of its contribution by way of the acquisition of road land by, or transfer of road land to, the relevant authority.
- #### 4.4 Voluntary contributions agreement
- (1) If a landowner and the relevant authority agree to enter into a voluntary contributions agreement, that agreement will set out:

- (a) the landowner's landholding,
  - (b) the amount of the landowner's contribution,
  - (c) whether the landowner is paying its contribution by monetary contribution, land trade or both,
  - (d) the part of the landowner's landholding, if any, to be the subject of the land trade,
  - (e) that part of the landowner's landholding, if any, that is road land,
  - (f) the value of any traded land or road parcel which forms part of the landowner's landholding determined in accordance with this plan,
  - (g) default provisions that will operate if the landowner does not comply with the terms of the voluntary contributions agreement,
  - (h) the date and terms on which the relevant authority is entitled to vacant possession of land which it acquires,
  - (i) the date and terms on which the relevant authority may access the landowner's land for and in connection with the planning purpose, the plan and the subdivision works prior to its entitlement to vacant possession, and
  - (j) where it is agreed that a land trade will occur by compulsory process, provisions that provide the voluntary contributions agreement is an agreement for the purpose of section 30 of the Just Terms Act,
  - (k) such other matters as agreed by the relevant authority and the landowner.
- (2) If a landowner does not enter into a voluntary contributions agreement with the relevant authority within 60 days of the date of gazettal of the subdivision order, the relevant authority may, in its absolute discretion do either or both of the following:
- (a) exercise its right to compulsorily acquire the whole or part of the landowner's landholding, or
  - (b) require the landowner to make a monetary contribution in accordance with the contribution notice issued to the landowner under this plan.

(3) ~~If a landowner enters into a voluntary contributions agreement with the relevant authority but the landowner's financial institution does not~~

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execute a financier's consent deed within a reasonable period as required by the relevant authority, the relevant authority may, in its absolute discretion, and without limiting any other rights it may have under this Development Plan or the Voluntary Contributions Agreement do one or more of the following:

- (a) exercise its right to compulsorily acquire any interest in the landowner's landholding held by the financial institution.
- (b) make a payment to the landowner on the condition the landowner uses the payment to discharge the mortgage from the landowner's landholding and the landowner must do all things necessary to discharge the mortgage from the landowner's landholding; or
- (c) require the landowner to make an additional land trade as set out in the voluntary contributions agreement.

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## Part 5 Procedures in Respect of Monetary Contributions

### 5.1 Monetary contribution

- (1) If a landowner does not pay a monetary contribution:

- (a) in the time stipulated in the contribution notice; or
- (b) in accordance with the terms of the voluntary contributions agreement,

the relevant authority may do either or both of the following:

- (c) exercise its powers to compulsorily acquire the whole or part of the landowner's landholding, or
  - (d) take steps to recover the monetary contribution as a debt in a court of competent jurisdiction.
- (2) All monetary contributions will be held by the relevant authority in the fund.

### 5.2 Individual costs

- (1) If the relevant authority becomes aware that the individual costs for which a landowner is liable exceed the amount estimated in Schedule 6 for that landholding, the relevant authority may issue a notice to the landowner requiring payment of the amount of the exceedance and the landowner's contribution will be increased by that amount on the issuing of that notice.
- (2) A notice under sub-clause 5.2(1) must:



- (a) be in writing and served on the landowner,
  - (b) specify details and amounts of the costs incurred, and the amount by which the **individual costs** exceed the estimate in Schedule 6,
  - (c) if the **landowner** has not entered into a **voluntary contributions agreement**, specify the mode by which the landowner is required to meet the additional **individual costs** which may be by **monetary contribution** or by **land trade**, and the date by which payment is required (which must be a date not less than 90 days after the date of service of the notice).
- (3) The **relevant authority** may issue a notice under sub-clause 5.2 (1) on more than one occasion.
- (4) The provisions of Part 5, 6, 7 and 8 of this plan apply in respect of the increase in any **landowner's contribution** under this clause.

## Part 6 Procedures in Respect of Acquisitions, Land Trades and other matters

### 6.1 Compulsory acquisition

- (1) Where **land** (other than **road land** or a **road parcel**) is compulsorily acquired by the relevant authority, following the completion of the subdivision works and at a time at its absolute discretion, the **relevant authority** will place the compulsorily acquired land on the market for public sale and the **relevant authority** will complete the sale of that land as soon as reasonably practicable after registration of the **plan of subdivision**.
- (2) The **net proceeds** of the sale of any compulsorily acquired land will be deposited into the **fund**.

### 6.2 Land trade

- (1) If a **landowner** enters into a **voluntary contributions agreement** under which the **landowner** agrees to a **land trade**, the **traded land** will be as set out in that agreement.

### 6.3 Sale of traded land

- (1) Following the completion of the subdivision works and at a time at its absolute discretion, the **relevant authority** will place the **traded land** on the market for public sale and the **relevant authority** will complete the sale of that **traded land** as soon as reasonably practicable after registration of the **plan of subdivision**.
- (2) The **net proceeds** of the sale of any **traded land** will be deposited into the **fund**.

#### 6.4 Road parcels

- (1) The **relevant authority** is entitled to compulsorily acquire a road parcel for the **planning purpose** either through a **voluntary contributions agreement** or by compulsory process under the **Just Terms Act**.
- (2) If a **road parcel** is compulsorily acquired under the **Just Terms Act** (but not through a **voluntary contributions agreement**), then the **relevant authority** will, within 28 days of the acquisition date, pay the former owner of that **road parcel** the market value of the **road parcel** as set out in schedule 2.

#### 6.5 Landowner's principal place of residence

- (1) The **relevant authority**, is entitled to compulsorily acquire land that contains a **landowner's principal place of residence** for the **planning purpose**.
- (2) Where land that contains the **landowner's principal place of residence** is compulsorily acquired under the **Just Terms Act** (but not through a **voluntary contributions agreement**), then the **relevant authority** will, within 28 days of the acquisition date, pay the landowner monetary compensation in the amount of:

- (a) the market value of the **landowner's landholding** as set out in Schedule 2; and
- (b) an amount equal to the maximum amount of compensation in respect of solatium payable under section 60 of the **Just Terms Act**.

#### 6.6 Sale of land containing a landowner's principal place of residence

- (1) Following the completion of the **subdivision works** and at a time at is absolute discretion, the **relevant authority** will place the **landholder's landholding** on the market for public sale and the **relevant authority** will complete the sale of that land as soon as reasonably practicable after registration of the **plan of subdivision**.
- (2) The **net proceeds** of the sale of any of the **landholder's landholding** containing a **principal place of residence** will be deposited into the **fund**.

#### 6.7 Ongoing business concern

- (1) Where land that contains an **ongoing business concern** is compulsorily acquired under the **Just Terms Act** (but not through a **voluntary contributions agreement**), then the **relevant authority** will, within 28 days of the acquisition date, pay the person who was carrying on the **ongoing business concern** an amount for relocation or extinguishment of the

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ongoing business concern equal to the maximum amount of compensation in respect of solatium payable under section 60 of the Just Terms Act.

## Part 7 – Compulsory Acquisition of Land

### 7.1 Methods of Acquisition

- (1) The relevant authority may at any time acquire any part of subdivision land for the planning purpose in accordance with this plan and the Just Terms Act by a voluntary contributions agreement, or by compulsory process.

### 7.2 Rules regarding compensation

- (1) A landowner whose land is acquired for the planning purpose is entitled to compensation from the relevant authority in accordance with this plan.
- (2) Subject to this plan, the compensation to which a landowner is entitled for the acquisition of any part of their land is the carrying out of the subdivision works, and the performance of functions by the relevant authority to achieve the planning purpose.
- (3) For the purposes of this plan, the relevant authority may request that the landowner or other relevant person provide written evidence in respect of the presence of a principal place of residence or ongoing business concern on any land being acquired by the relevant authority from the landowner.

#### **Note: Amendment to Land Acquisition (Just terms Compensation Act) 1991**

Clause 7(6) of Schedule 5 of the Environmental Planning and Assessment Act 1979 provides the following amendment:

*For the purposes of this clause, a reference in the [Land Acquisition \(Just Terms Compensation\) Act 1991](#) to an amount of compensation includes a reference to compensation other than monetary compensation and a reference to payment of compensation includes a reference to the provision of such compensation.*

*This amendment applies to compensation under this development plan, and enables landowners to fund their contributions by providing land or a monetary contribution or both to the relevant authority.*

### 7.3 Application of Just Terms Act

- (1) To the extent that a landowner pays their contribution by the provision of land to the relevant authority, the compensation for the acquisition will not be monetary and sections 44(2), 45(3), 49-51, 54-62, 64, 66(4), and 68(2) of the Just Terms Act do not apply to that acquisition.

- (2) To the extent that the **relevant authority** compulsorily acquires road land from a **landowner**, the compensation for the acquisition will not be monetary and sections 44(2), 45(3), 49-51, 54-62, 64, 66(4), and 68(2) of the **Just Terms Act** do not apply to that acquisition.
- (3) Division 4 of Part 3 of the **Just Terms Act** does not apply to the determination of compensation for any part of the **subdivision land** acquired by the **relevant authority** under this plan (including land acquired by agreement under a **voluntary contributions agreement**).

## Part 8 Rules Regarding Distribution of Surplus

### 8.1 Surplus

- (1) As soon as reasonably practicable after the completion of this plan, the **relevant authority** will pay to each **landowner** an amount calculated as follows:

$$S = \left( \frac{A}{NSA} \times SCS \right) + NP + MC + I - (C + CP + SP + SO)$$

Where:

**S** is the amount of the **surplus** to which a **landowner** is entitled;

**SCS** is the amount (if any) by which the actual aggregate **shared costs** incurred by the **relevant authority** falls short of the aggregate **shared costs** set out in this plan;

**A** is the area of the **landowner's** landholding edged in red on the **plan of subdivision** excluding any **trunk drainage land**, **open space land**, and any **road parcels**;

**NSA** is the total area of all areas edged red on the **plan of subdivision** excluding any **trunk drainage land**, **open space land**, and any **road parcels**;

**NP** means **net proceeds** from the sale by the **relevant authority** of any land that was owned by the **landowner** at the date of this **development plan**;

**MC** is the amount of any **monetary contribution** made by the **landowner**;

**I** is the interest accrued on any **monetary contribution** made by the **landowner**;

**C** is the **contribution** for which the **landowner** is liable;

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CP is the amount of any compensation paid to a landowner for the acquisition of the landowner's landholding that contained the landowner's principal place of residence;

SP is any specific costs incurred by the relevant authority in respect of the landowner and the landowner's landholding; and

SO is the amount paid to any person who was carrying an ongoing business concern under this plan on the landowner's landholding.

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**SCHEDULE 1. TIMETABLE**

**Clause 2.1**

Description	Pre-condition	Timing
<ul style="list-style-type: none"> <li>Issue of a Subdivision Order by the Minister</li> </ul>	<ul style="list-style-type: none"> <li>Subject to required majority achieved in ballot</li> </ul>	<ul style="list-style-type: none"> <li>Anticipated mid 2016</li> </ul>
<b>Implementation of the Development Plan</b>		
<ul style="list-style-type: none"> <li>Relevant authority to lodge Development Application with Council</li> </ul>	<ul style="list-style-type: none"> <li>Subject to Subdivision Order</li> </ul>	<ul style="list-style-type: none"> <li>Anticipated late 2016</li> </ul>
<ul style="list-style-type: none"> <li>Landowners to enter into Voluntary Contributions Agreement with relevant authority</li> </ul>	<ul style="list-style-type: none"> <li>Subject to Subdivision Order</li> </ul>	<ul style="list-style-type: none"> <li>Within 60 days of Subdivision Order</li> </ul>
<ul style="list-style-type: none"> <li>Landowners to make their contribution</li> </ul>	<ul style="list-style-type: none"> <li>Subject to Subdivision Order</li> <li>Subject to VCA</li> </ul>	<ul style="list-style-type: none"> <li>Within 90 days of a contribution notice being issued by relevant authority, or as per VCA</li> </ul>
<ul style="list-style-type: none"> <li>Relevant authority to commence construction of Subdivision Works</li> </ul>	<ul style="list-style-type: none"> <li>Subject to Development Consent/ Construction Certificate</li> </ul>	<ul style="list-style-type: none"> <li>Anticipated in three stages, commencing with Precinct A1.</li> </ul>
<ul style="list-style-type: none"> <li>Subdivision certificate received from Council</li> </ul>	<ul style="list-style-type: none"> <li>Subject to all VCAs signed/ all land acquisitions</li> <li>Completion of subdivision works</li> </ul>	<ul style="list-style-type: none"> <li>Construction period of 6 – 9 months</li> <li>Anticipated 3 months from completion of subdivision works</li> </ul>
<ul style="list-style-type: none"> <li>New lots ready for sale</li> </ul>	<ul style="list-style-type: none"> <li>Registration of subdivision plan</li> </ul>	<ul style="list-style-type: none"> <li>On registration of titles</li> </ul>

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**SCHEDULE 2. SCHEDULE OF LAND**

**Clause 1.3, 7.3**

Precinct A (Stages 1-3)

Property Identification No.	Landholding	Landowner's landholding (A) m <sup>2</sup>	Net Subdivision Area (NSA) m <sup>2</sup>	Landowner's Apportionment (A/NSA) %	Land Value (\$) Valuation of Land Act	Market Value* (\$) Just Terms Act
4	LOT 66-70 SEC 29 DP 1480 Wellington Street	2,225.60	142,319.10	1.56	442,000	520,000 (excluding Lot 70 Sec 29 DP 1480 zoned for trunk drainage)
5	LOT 60-65 SEC 29 DP 1480 Wellington Street	3,338.40	142,319.10	2.35	578,000	780,000
6	LOT 54-59 SEC 29 DP 1480 Wellington Street	3,338.40	142,319.10	2.35	566,000	830,000
7	LOT 40-45 DP 135718 Windsor Road, LOT 46-51 DP 456639 Windsor Road, LOT 52-53 SEC 29 DP 1480 Wellington Street	6,210.90	142,319.10	4.36	895,000	1,560,000
7A (road parcel)	LOT 52 (partial) & LOT 53 SEC 29 DP 1480 Wellington Street					230,100
8	LOT 47-51 SEC 30 DP 1480 Windsor Road, RESIDUE OF LOT 40-46 SEC 30 DP 1480 AF Windsor Road	7,075.80	142,319.10	4.97	702,000	1,846,000

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9	LOT 39 SEC 30 DP 1480 Wellington Street, LOT 52-53 SEC 30 DP 1480 Hobart Street	1,112.80	142,319.10	0.78	295,000	409,500
9A (road parcel)	LOT 39 SEC 30 DP 1480 Wellington Street	-	-	-	-	136,500
10	LOT 38 SEC 30 DP 1480 Wellington Street	-	-	-	98,300	130,000 (road parcel)
15	LOT 15-19 SEC 30 DP 1480 Wellington Street	2,782.00	142,319.10	1.95	406,000	650,000
18	LOT 5-6 SEC 30 DP 1480 Wellington Street	1,112.80	142,319.10	0.78	197,000	260,000
25	LOT 58-59 SEC 30 DP 1480 Hobart Street	1,112.80	142,319.10	0.78	231,000	273,000
27	LOT 54-55 SEC 30 DP 1480 Hobart Street	1,112.80	142,319.10	0.78	231,000	273,000
30	LOT 29-30 SEC 31 DP 1480 Hobart Street	1,112.80	142,319.10	0.78	232,000	273,000
47	LOT 38-39 SEC 32 DP 1480 Sydney Street	-	-	-	227,000	273,000 (road parcel)
11	LOT 36-37 SEC 30 DP 1480 Wellington Street	1,112.80	142,319.10	0.78	197,000	xx
12	LOT 34-35 SEC 30 SP 1480 Wellington Street	1,112.80	142,319.10	0.78	197,000	260,000
17	LOT 7-8 SEC 30 DP 1480 Wellington Street	1,112.80	142,319.10	0.78	197,000	260,000
19	LOT 3-4 SEC 30 DP 1480 Wellington Street	1,112.80	142,319.10	0.78	197,000	260,000
31	LOT 21-28 DP 31 LOT 1480 Hobart Street	4,451.20	142,319.10	3.13	673,000	1,040,000

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Property Identification No.	Landholding	Landowner's landholding (A) m <sup>2</sup>	Net Subdivision Area (NSA) m <sup>2</sup>	Landowner's Apportionment (A/NSA) %	Land Value (\$) Valuation of Land Act	Market Value* (\$) Just Terms Act
46	LOT 40-45 SEC 32 DP 1480 Junction Road	2,965.60	142,319.10	2.08	528,000	858,000
80	LOT 86-90 SEC 32 DP 1480 Crown Street	-	-	-	233,000	(zoned for open space)
13	LOT 33 SEC 30 DP 1480 Wellington Street	556.4	142,319.10	0.39	98,300	130,000
14	LOT 21-32 SEC 30 DP 1480 Wellington Street LOT 63-70 SEC 30 DP 1480 Hobart Street	11,128.00	142,319.10	7.82	987,000	2,470,000
16	LOT 9-14 SEC 30 DP 1480 Wellington Street LOT 75-85 SEC 30 DP 1480 Hobart Street	8,346.00	142,319.10	5.86	1,060,000	1,976,710 (excluding LOT 13 SEC 30 DP 1480 & LOT 83 SEC 30 DP 1480 zoned for trunk drainage)
20	LOT 1-2 SEC 30 DP 1480 Wellington Street	1,112.80	142,319.10	0.78	197,000	260,000
21	LOT 86-90 SEC 30 DP 1480 Hobart Street	2,782.00	142,319.10	1.95	516,000	1,040,000
22	LOT 1 DP 790369 Hobart Street	1,672.00	142,319.10	1.17	346,000	409,500
23	LOT 61-62 SEC 30 DP 1480 Hobart Street	1,112.80	142,319.10	0.78	231,000	273,000
24	LOT 60 SEC 30 DP 1480 Hobart Street	556.40	142,319.10	0.39	116,000	136,500
26	LOT 56-57 SEC 30 DP 1480 Hobart Street	1,112.80	142,319.10	0.78	231,000	273,000
29A	LOT 31-32 SEC 31 DP 1480 Hobart Street	1,112.80	142,319.10	0.78	267,000	273,000

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Property Identification No.	Landholding	Landowner's landholding (A) m <sup>2</sup>	Net Subdivision Area (NSA) m <sup>2</sup>	Landowner's Apportionment (A/NSA) %	Land Value (\$) Valuation of Land Act	Market Value* (\$) Just Terms Act
29B	LOT 33-35 SEC 31 DP 1480 Hobart Street	1,669.20	142,319.10	1.17	340,000	409,500
32	LOT 17-19 SEC 31 DP 1480 Hobart Street	1,669.20	142,319.10	1.17	340,000	409,500
33	LOT 14-16 SEC 31 DP 1480 Hobart Street	1,669.20	142,319.10	1.17	340,000	409,500
34	LOT 12-13 SEC 31 DP 1480 Hobart Street	1,112.80	142,319.10	0.78	232,000	273,000
35	LOT 10-11 SEC 31 DP 1480 Hobart Street	1,112.80	142,319.10	0.78	232,000	273,000
36	LOT 8-9 SEC 31 DP 1480 Hobart Street	1,112.80	142,319.10	0.78	232,000	273,000
37	LOT 1 SEC 31 DP 1480 Edmund Street, LOT 2-7 SEC 31 DP 1480 Hobart Street	3,894.80	142,319.10	2.74	748,000	955,500
38	LOT 72-90 SEC 31 DP 1480 Sydney Street	10,571.60	142,319.10	7.43	1,190,000	2,340,000
39	LOT 67-70 SEC 31 DP 1480 Sydney Street	2,225.60	142,319.10	1.56	430,000	546,000
40	LOT 65-66 SEC 31 DP 1480 Sydney Street	1,112.80	142,319.10	0.78	217,000	273,000
41	LOT 63-64 SEC 31 DP 1480 Sydney Street	1,112.80	142,319.10	0.78	227,000	273,000
42	LOT 61-62 SEC 31 DP 1480 Sydney Street	1,112.80	142,319.10	0.78	227,000	273,000
43	LOT 59-60 SEC 31 DP 1480 Sydney Street	1,112.80	142,319.10	0.78	227,000	273,000
44	LOT 57-58 SEC 31 DP 1480 Sydney Street	1,112.80	142,319.10	0.78	229,000	273,000

Landowners must always seek and rely on their own independent advice about how the development plan and related matters will affect them.

Property Identification No.	Landholding	Landowner's landholding (A) m <sup>2</sup>	Net Subdivision Area (NSA) m <sup>2</sup>	Landowner's Appportionment (A/NSA) %	Land Value (\$) Valuation of Land Act	Market Value* (\$) Just Terms Act
45	LOT 52-56 SEC 31 DP 1480 Sydney Street	2,782.00	142,319.10	1.95	377,000	884,000
48	LOT 28-37 SEC 32 DP 1480 Sydney Street, LOT 56-61 SEC 32 DP 1480 Crown Street	8,902.40	142,319.10	6.26	1,050,000	2,080,000
49	LOT 25-27 SEC 32 DP 1480 Sydney Street	1,669.20	142,319.10	1.17	332,000	429,000
50	LOT 21-24 SEC 32 DP 1480 Sydney Street	2,225.60	142,319.10	1.56	455,000	936,710
51	LOT 18-19 SEC 32 DP 1480 Sydney Street	1,112.80	142,319.10	0.78	217,000	273,000
52A	LOT 17 SEC 32 DP 1480 Sydney Street	556.40	142,319.10	0.39	x	136,500
52B	LOT 16 SEC 32 DP 1480 Sydney Street	556.40	142,319.10	0.39	x	136,500
53	LOT 14-15 SEC 32 DP 1480 Sydney Street	1,112.80	142,319.10	0.78	227,000	273,000
54	LOT 12-13 SEC 32 DP 1480 Sydney Street	1,112.80	142,319.10	0.78	227,000	273,000
55	LOT 1-11 SEC 32 DP 1480 Sydney Street	3,010.90	142,319.10	2.12	737,000	955,500 (excluding LOT 1-4 SEC 32 DP 1480 zoned for open space)
55A (road parcel)81	LOT 80-85 SEC 32 DP 1480 Crown Street	2,225.60	142,319.10	1.56	473,000	962,710 (excluding LOT 84-85 SEC 32 DP 1480 zoned for open space)

Landowners must always seek and rely on their own independent advice about how the development plan and related matters will affect them.

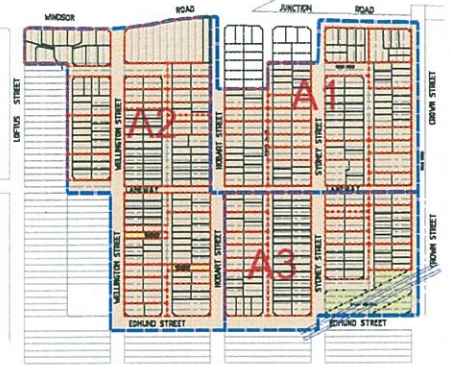
Property Identification No.	Landholding	Landowner's landholding (A) m <sup>2</sup>	Net Subdivision Area (NSA) m <sup>2</sup>	Landowner's Apportionment (A/NSA) %	Land Value (\$) Valuation of Land Act	Market Value* (\$) Just Terms Act
82	LOT 74-79 SEC 32 DP 1480 Crown Street	3,338.40	142,319.10	2.35	406,000	819,000
83	LOT 72-73 SEC 32 DP 1480 Crown Street	1,112.80	142,319.10	0.78	289,000	286,000
84	LOT 69-70 SEC 32 DP 1480 Crown Street	1,112.80	142,319.10	0.78	289,000	299,000
85	LOT 66-68 SEC 32 DP 1480 Crown Street	1,669.20	142,319.10	1.17	399,000	448,500
86	LOT 64-65 SEC 32 DP 1480 Crown Street	1,112.80	142,319.10	0.78	289,000	299,000
87	LOT 62-63 SEC 32 DP 1480 Crown Street	1,112.80	142,319.10	0.78	289,000	299,000
88	LOT 52-55 SEC 32 DP 1480 Crown Street	2,225.60	142,319.10	1.56	578,000	884,000
89	LOT 46-51 SEC 32 DP 1480 Junction Road	2,870.70	142,319.10	2.02	415,000	1,521,710

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**SCHEDULE 3: PLAN OF SUBDIVISION**

**Clause 2.1**

Landowners must always seek and rely on their own independent advice about how the development plan and related matters will affect them.



STAGING DIAGRAM



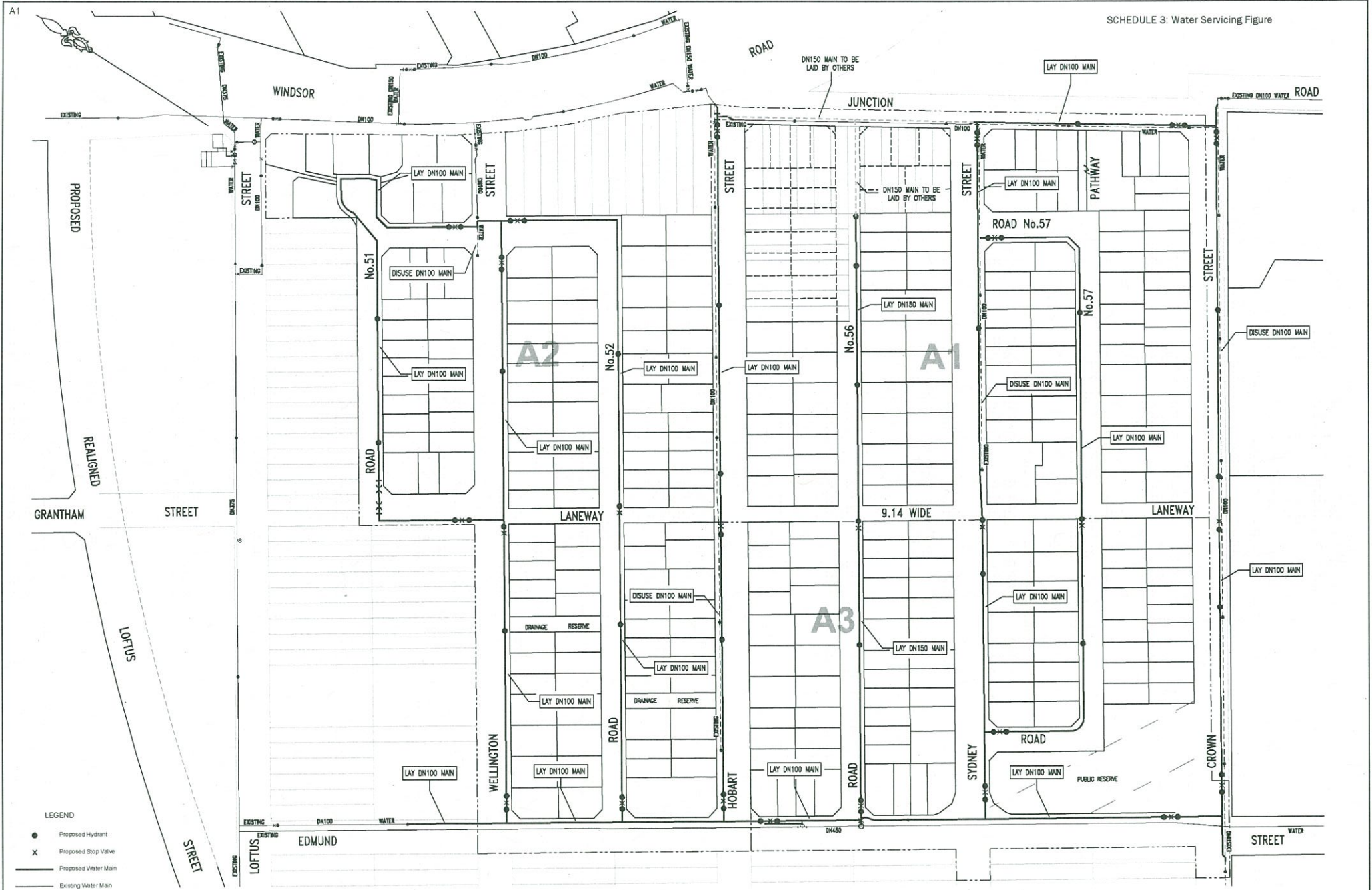
LEGEND

- LOTS THAT QUALIFY AS DUAL OCCUPANCY
  - FUTURE PUBLIC RESERVE
  - TO BE ACQUIRED BY BLACKTOWN CITY COUNCIL
  - ROAD LAND
  - ROAD PARCEL
  - LANDOWNER'S LANDHOLDING
  - EXISTING DWELLINGS
  - PROPERTY IDENTIFICATION NUMBER
  - SUBDIVISION LAND BOUNDARY
- (Ex Handle) LOT AREA EXCLUDES ACCESS HANDLE

Areas and dimensions are subject to final survey and approval by Blacktown City Council.



TITLE: RIVERSTONE SCHEDULED LANDS PRECINCT A STAGES 1, 2 & 3	CLIENT MANAGER: TA	LEVEL DATUM: AHD	AHD ORIGIN OF LEVELS: N/A	MERIDIAN: GDA	MSA COORDINATES: N/A	DATE: 25/10/2015	SHEET: 1	AUTOCAD REF: 119674 Masterplan-Rev V.dwg
	CAD OPERATOR: LS	ORIGIN OF LEVELS: N/A	REDUCED LEVEL: N/A			SCALE: 1:1000	SHEETS: 4	CIVILCAD REF: 119674_CDL_140510.ccd
						SHEET SIZE: A1		REVISION: V. Date: 9-2-2016



- LEGEND**
- Proposed Hydrant
  - X Proposed Stop Valve
  - Proposed Water Main
  - Existing Water Main

SERVICE	DATE	REF.



ROSE ATKINS RIMMER (Infrastructure) Pty. Ltd.  
 WATER RELATED INFRASTRUCTURE DESIGN AND MANAGEMENT  
 142 BARNVILLE ROAD, BLACKTOWN  
 P.O. BOX 415, BLACKTOWN N.S.W. 2148  
 PH (02) 9652 8299 FAX (02) 9621 7399



URBAN GROWTH (NSW)

RIVERSTONE SCHEDULED LANDS  
 STAGES A1, A2 & A3  
 WATER RETICULATION CONCEPT PLAN

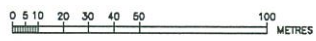
NO.	NAME	SCALE	DATE	BY	CHKD	APP'D
1	K. HARRISON	1:1500		A.H.D.		
2	K. HARRISON			S. RIMMER		



- LEGEND**
- Maintenance Hole (1050mm TYP)
  - Maintenance Shaft
  - Terminal Maintenance Shaft
  - Proposed 150mm OR 225mm SEWER MAIN

NOTE  
SEWER LAYOUT DETERMINED USING LATEST  
DESIGN CONTOURS SUPPLIED 3/6/2015

SERVE	DATE	REF.



ROSE ATKINS RIMMER (Infrastructure) Pty. Ltd  
 RAR  
 WATER RELATED INFRASTRUCTURE DESIGN AND MANAGEMENT  
 142 SUNNYHOLT ROAD, BLACKTOWN  
 P.O. BOX 6745, BLACKTOWN N.S.W. 2146  
 PH: (02) 9633 0299 FAX: (02) 9633 1999



URBAN GROWTH (NSW)

RIVERSTONE SCHEDULED LANDS  
 STAGES A1, A2 & A3  
 SEWER RETICULATION CONCEPT PLAN

NAME	SCALE	DATE	BY	DATE
K. HARRISON	1:1000	A.H.D.		
K. HARRISON	S. RIMMER			22/2018

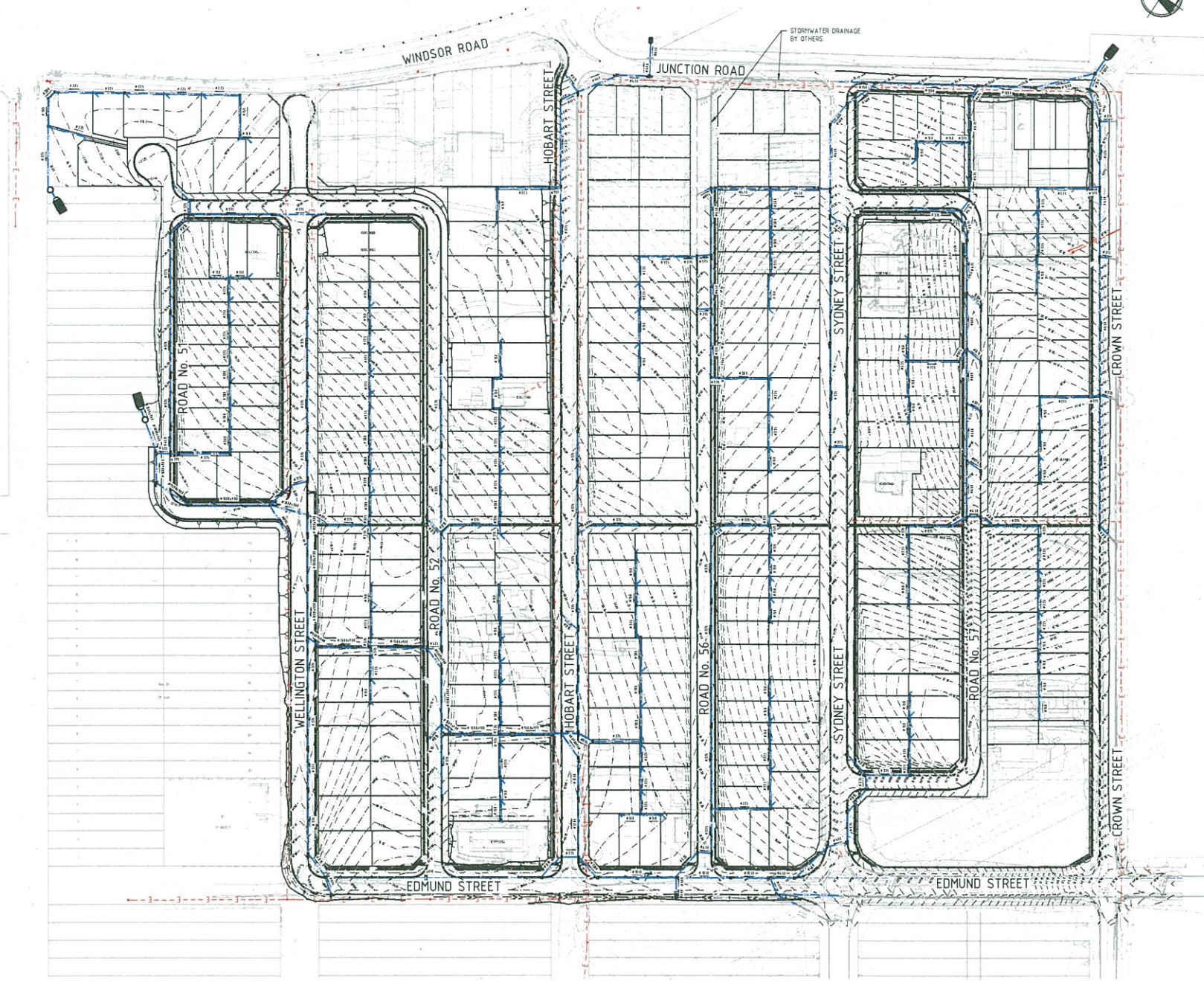




# SCHEDULE 3: Drainage Figure



- LEGEND**
- PROPOSED BOUNDARY
  - PROPOSED CONTOURS
  - PROPOSED KERB FOR KERB TYPE REFER TO TYPICAL SECTIONS AND LINESHAWKING PLANS
  - PROPOSED STORMWATER DRAINAGE PIT AND PIPE
  - PROPOSED INTER-ALLOTMENT DRAINAGE PIT WITH CONNECTION
  - PROPOSED HEADWALL
  - PROPOSED SWALE
  - PROPOSED DRAINAGE EASEMENT 10m WIDE (1.75m 15m WIDE FOR 315.0)
  - EXISTING SURFACE
  - EXISTING BOUNDARY



## CONCEPT PLAN

NO.	DATE	DESCRIPTION	BY

**URBANGROWTH NSW**

**Sydney Office**  
 L2, 8 Windmill St, Sydney NSW 2000  
 P / +61 2 9770 3800  
 E / info@bg&e.com  
 bg&e.com

**RIVERSTONE**  
 SCHEDULED LANDS (STAGE A1-A3)

**CONCEPT**  
 NOT TO BE USED FOR CONSTRUCTION

DATE	BY	SCALE	APPROVED
AHD	MGA	1500	at A1 A3

**DRAINAGE PLAN**

PROJECT NO.	STATION NO.	REV.
S13153	SKC-055	A

SCALE 1500 AT A1 SIZE

**SCHEDULE 4 SHARED COSTS – COST OF SUBDIVISION WORKS**

Description	Estimated costs (\$ excl GST)
<b>(1) Cost of subdivision works</b>	
Cost of Subdivision works (excluding remediation and demolition)	
Roads and drainage	7,285,638
Water supply	1,300,160
Sewerage services	2,493,064
Electricity	2,624,717
Telecommunications and Gas supply	464,250
Works required for the purposes of, or ancillary to the above	7,281,546
<b>Total costs of subdivision works</b>	<b>21,449,375</b>

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SCHEDULE 5: SHARED COSTS - DEVELOPMENT PLAN COSTS

Description	Estimated costs (\$ excl GST)
<b>Costs of obtaining or preparing any reports</b> Consultants including but not limited to project management, civil, design, survey, planning and geotechnical	3,643,207
<b>Amount of levies, fees or charges applicable to the proposed subdivision or subdivision works</b> Application fees: DA & CC	616,000
<b>Relevant authority administrative costs relating to the development plan</b> Development manager Development Plan drafting, ballot and obtaining subdivision order	2,493,000 459,200
<b>Total shared Development Plan costs</b>	<b>7,211,407</b>

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SCHEDULE 6: INDIVIDUAL COSTS

Clause 5.2

Description	Estimated costs (\$ excl GST)
<b>Cost of subdivision works</b>	
Cost of Remediation works	152,497
Cost of demolition works	468,925
<b>Development Plan costs</b>	
<b>Amount of levies, fees or charges applicable to the proposed subdivision or subdivision works</b>	
Section 94 contribution (local infrastructure)	Based on \$31,850 per new lot created
Special Infrastructure Contribution	Based on \$21.50 per m <sup>2</sup> NDA*
Cost of Funds - interest costs for financing works (land traders only)	Based on \$28.22 per A m <sup>2</sup>

**Note:**

Individual costs identified in this Plan are estimates only and may change. The actual cost of individual costs will be determined when the subdivision works are completed.

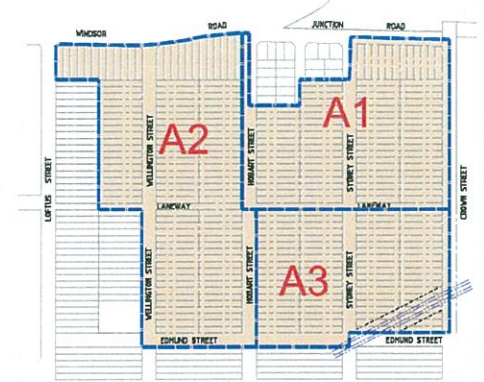
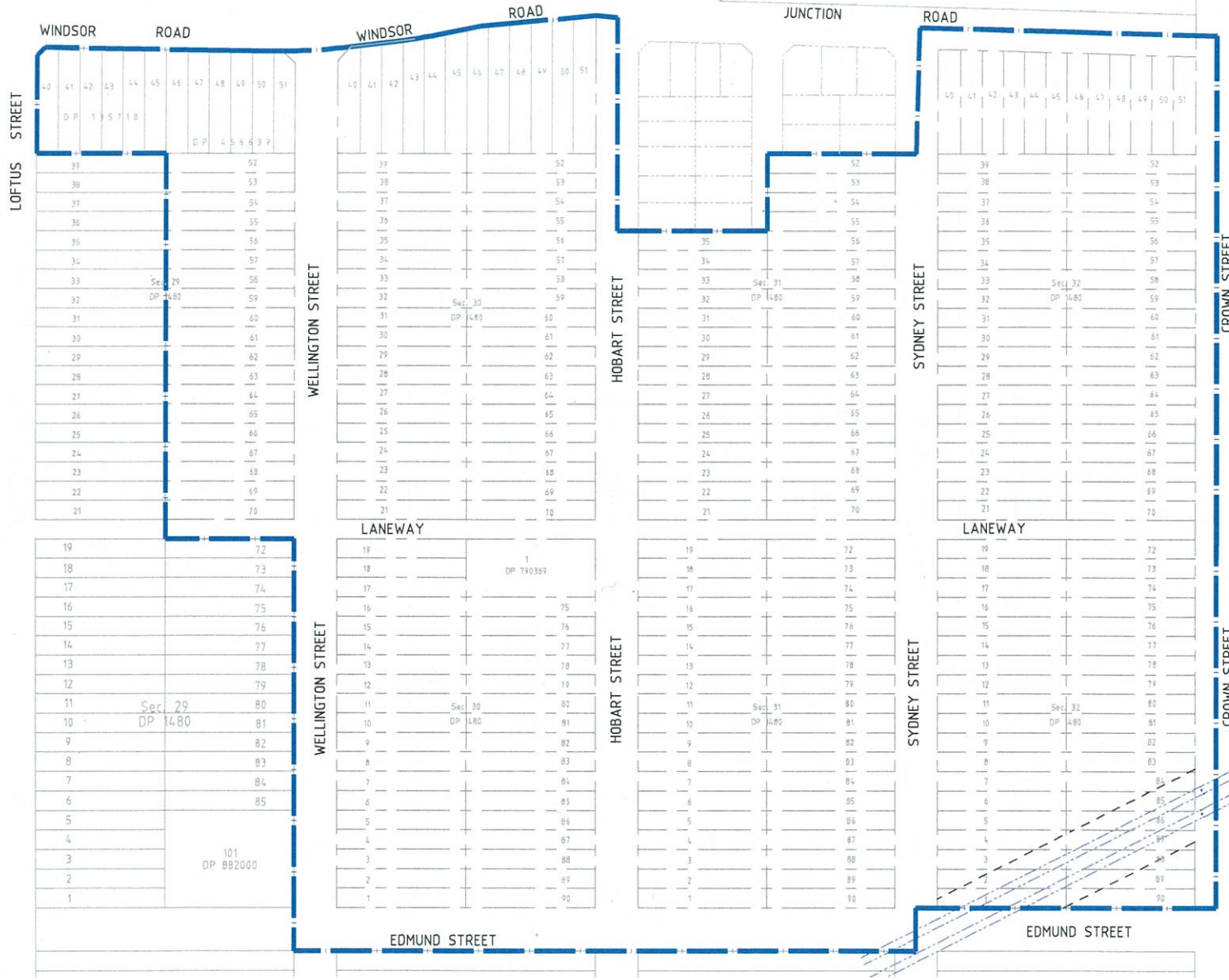
\* Net Developable Area (NDA) is as defined in the Environmental Planning and Assessment (Special Infrastructure Contribution – Western Sydney Growth Centres) Determination 2011

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# Schedule 7: Subdivision Land Plan

# Clause 1.3



STAGING DIAGRAM



## LEGEND

— SUBDIVISION LAND BOUNDARY

## DICTIONARY

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

**completion of this plan** means the later of the date of completion of all subdivision works and the date of completion of the contract for sale by the **relevant authority** of the last lot of **traded land** the subject of a **land trade** under this plan.

**contribution** means the amount calculated in accordance with clause 4.1, as varied under subclause 5.2(1).

**contribution notice** means a notice issued under clause 9(1) of Schedule 5 of the Act requiring the payment of a contribution.

**demolition** means the works required for and ancillary to the plan as contained in Schedule 3.

**electricity reticulation figure** means the plan as contained in Schedule 3 to this plan.

**financial institution** means a bank, building society, fund, or other form of lender which has a registered mortgage on the title of the **landowner's landholding**.

**financier's consent deed** means a deed executed by the **landowner**, the **relevant authority** and the **landowner's financial institution** in a form required by the **relevant authority**.

**fund** means the fund established by the **relevant authority** approved by the Minister, under clause 10 of Schedule 5 of the Act, into which monetary contributions and other amounts are to be paid under this plan.

**individual costs** means the actual costs incurred by the **relevant authority** in respect of the **landowner's landholding** in relation to:

- (a) remediation and demolition works,
- (b) contributions, levies or charges required paid or payable under s94, 94A or 94EF of the Act, and
- (c) the **relevant authority's** cost of funds (except to the extent that a **landowner** makes a monetary contribution),

an estimate of which is contained in Schedule 6 to this plan.

**interest rate** means the **interest rate specified in the voluntary contributions agreement**.

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

**land contamination** means contamination of land as defined in section 5 of the *Contaminated Land Management Act 1997*.

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**landholding** means a lot, or more than one lot, held in the same ownership as at the date of this **development plan**.

**landowner** means the registered proprietor of land in the **subdivision land** from time to time, prior to the acquisition of the land or part of the land by the **relevant authority**. Where there is more than one registered proprietor of a **landholding** they are taken to be one landowner.

**landowners** means all of the landowners of the **subdivision land**.

**land trade** has the meaning given to that phrase in clause 4.3.

**monetary contribution** has the meaning given to that phrase in clause 4.3

**net proceeds** means the proceeds of the sale by the **relevant authority** of any part of a **landowner's landholding** that was acquired by the **relevant authority** under this **plan**, after deduction of GST payable in connection with the sale of the land and any other relevant taxes.

**ongoing business concern** means a business being lawfully carried out by a person on a **landholder's landholding**.

**open space land** is land designated for open space purposes on the **plan of subdivision**.

**plan** means this development plan.

**plan of subdivision** means the proposed plan of subdivision as contained in Schedule 3 to this **plan**.

**planning purpose** is the planning purpose for which the **subdivision order** is made, and is described in clause 1.2.

**principal place of residence** is where the **landowner** lives in a dwelling on the **landholder's landholding** for more than 50 per cent of the time in each week.

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

**relevant authority** is Landcom (trading as UrbanGrowth NSW) ABN 79 268 260 688, of 60 Station Street Parramatta NSW 2150, as specified in the **subdivision order**.

**remediation** means the works required for, and ancillary to:

- preparing a long-term management plan for land if appropriate and required due to **land contamination**,
- removing, dispersing, destroying, reducing, mitigating or containing **land contamination**,
- eliminating or reducing any hazard arising from **land contamination**.

**remediation of land contamination figure** means the plan as contained in Schedule 3 to this **plan**.

**road land** means the land shown in grey on the **plan of subdivision**.

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road parcel means the land coloured purple on the plan of subdivision.

sewerage servicing figure means the plan as contained in Schedule 3 to this plan.

shared costs means:

- (a) the costs of the provision, extension and augmentation of the subdivision works excluding demolition and remediation on the subdivision land, as set out in Schedule 4 to this plan, and
- (b) development plan costs, as that term is defined in the Act, and as set out in Schedule 5 to this plan.

specific costs means the following costs actually incurred in respect of a landowner and that landowner's landholding (as it was prior to any acquisition by the relevant authority):

- (a) the costs incurred by the Sheriff (or prescribed person) in delivering possession of land to the relevant authority if vacant possession is not delivered to the relevant authority as required under this plan,
- (b) the administrative, marketing, sales commission, and legal costs involved in the sale of land the subject of a land trade,
- (c) any costs incurred by the relevant authority as a result of any default by the landowner of its obligations under a voluntary contributions agreement, or any failure of a landowner to comply with a contribution notice including:
  - (i) all fees and charges necessarily or reasonably incurred by the relevant authority in remedying the breach, and
  - (ii) all legal costs and expenses reasonably incurred by the relevant authority by reason of the breach,
- (d) any legal or other costs incurred by the relevant authority in respect of any proceedings commenced in the Land & Environment Court by a landowner in relation to any matter concerning this plan,

(e) any payment made by the relevant authority in order to discharge a mortgage over the landowner's landholding as contemplated by this plan including interest at the interest rate calculated on a daily basis, and

(fe) any amount which the relevant authority has been required to pay to a holder of any interest in the land (as defined in the Just Terms Act) owned by the landowner as a result of any acquisition by the relevant authority of that interest in the landowner's landholding.

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except to the extent that any such costs have already been recovered from the **landowner** under this **plan** or a **voluntary contributions agreement**.

**subdivision land** means the land shown on the **subdivision land plan**, in respect of which the **subdivision order** is made.

**subdivision land plan** means the plan showing the existing **subdivision land** in Schedule 7 to this plan.

**subdivision order** means a subdivision order as defined in clause 1 of Schedule 5 of the Act in respect of the **subdivision land** and this plan.

**subdivision works** means all works required for, and ancillary to, the carrying out of the subdivision on the **subdivision land**, being the works described in clause 3.1.

**surplus** means the amount (if any) which a **landowner** is entitled to receive from the **relevant authority**, calculated in accordance with clause 8.1.

**traded land** means land offered and accepted by the **relevant authority** as a **land trade** in accordance with a **voluntary contributions agreement**.

**trunk drainage land** is land designated for drainage in the **plan of subdivision**.

**voluntary contributions agreement** is a voluntary agreement between the **relevant authority** and a **landowner** which may be made pursuant to section 30 of the **Just Terms Act** under which the **landowner** agrees to pay the **landowner's contribution** by making a **monetary contributions** or a **land trade** or both.

**water servicing figure** means the plan as contained in Schedule 3 to this plan.

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