

QUESTIONS AND ANSWERS
FOR
BLOCK 5 SECTION 8, BLOCK 1 SECTION 130,
BLOCK 1 SECTION 131, BLOCK 1 SECTION 132 AND
BLOCK 1 SECTION 133 DIVISION OF CAMPBELL

ISSUED IN ACCORDANCE WITH PARAGRAPH 3.7 OF THE GENERAL SALES INFORMATION

Q1. Please confirm the status of the document “5. Campbell 5 Works Approval”, and in particular whether 4.1 Planning Design and Guidelines is the binding design control for design and massing of development on these sites.

A1. The document described as “Campbell 5 Works Approval Report” is a report prepared by consultants for the LDA in support of the LDA’s application for Works Approval for the development of the Campbell 5 Estate – it is provided for information only.

Chapter 4.1 of the consultant’s report may contain references to “Planning Design and Guidelines” but the chapter is not a planning instrument in relation to the land.

Prospective Buyers should be aware that they must meet the requirements of Appendix T8 to the National Capital Plan and the EPBC Approval Decision and refer to the Indicative Development Design Outcomes document (within the PDA) for design guidance in meeting the design requirement for Works Approval for a particular block.

Q2. Could you confirm that integrated aged care (i.e. combined retirement living units and aged care home) are permitted uses on the Campbell 5 Sites?

A2. “Aged care” is listed under the definition of “Institutional Use” in the National Capital Plan. “Institutional Use” is not a permitted land use for these sites.

Upon the successful purchase of the Land a request to include “Aged Care” as a permitted use would need to be made to the National Capital Authority, and would be subject to consideration by the NCA board. The request would need to include details about the type of care proposed, the facilities that would be

required and the size of the facility. Any such request would be considered on its merits.

Q3. What is the process if proponents discover asbestos that was not identified in the disclosure documents?

A3. Buyers take the land as they find it as disclosed in the GSI and the Contract for Sale.

The land will be remediated in accordance with the Remediation Action Plan and the Contract for Sale is subject to and conditional upon the LDA obtaining a Site Audit Statement, endorsed by the Environment Protection Authority, certifying the Land as being fit for the purposes described in the Crown lease. Either party may rescind the Contract for Sale if this has not been obtained within 10 Working Days of the later date in the Estimated Date Range for Works.

Q4. Will the LDA require any performance bonds?

A4. At settlement, buyers must provide to LDA:

- (1) a deed of unconditional undertaking in accordance with clause 13 of the relevant Prescribed Conditions; and
- (2) an unconditional irrevocable bank guarantee (without expiry date) or a bank cheque in the amount of \$200,000 to secure the buyer's obligations under the Project Delivery Agreement,

for each block.

Q5. What is the penalty for not settling on the land by the completion date?

A5. Clause 19 of the Contract for Sale provides that, if the buyer is unable to settle on the Completion Date, the LDA may serve on the buyer a Notice to Complete.

If the Buyer does not comply with a Notice to Complete, clause 20 of the Contract for Sale states that the Seller may by notice served on the Buyer terminate the Contract for Sale and may then keep, or recover and keep, the Deposit, and either:

- (1) sue the Buyer for breach; or
- (2) re-sell the Land and any deficiency arising on the resale and all expenses of and incidental to the resale or attempted resale and the

Buyer's default are recoverable by the Seller from the Buyer as liquidated damages provided the Seller has entered into a contract for the resale of the Land within 12 months of termination.

Clause 23.1 of the Contract for Sale also provides that, if Completion does not occur by the Date for Completion, due to the default of the Buyer, the Buyer must pay the Seller as liquidated damages on Completion:

- (1) interest on the Price at the rate of 10% per annum calculated on a daily basis from the Date for Completion to Completion; and
- (2) the amount of \$1,100 (GST inclusive) to be applied towards any legal costs and disbursements incurred by the Seller if Completion occurs later than 5 Working Days after the Date for Completion.

Q6. Does the Planning Authority require proponents to refer a Development Application for each individual block under the EPBC Act regardless of any current LDA approval that might exist?

A6. There is no requirement for buyers to seek individual approvals from the Department of the Environment. All applications for Works Approval must be made to the National Capital Authority ('NCA') not the ACT Planning and Land Authority ('ACTPLA'). Works proposed should be consistent with the EPBC approval.

Q7. The Remediation Action Plan requires a Construction, Environmental and Management Plan (CEMP) to be prepared for the Section 5 Development Area. At completion of the subdivision works by the LDA, this would be converted, with modifications where required, to a long term Environmental and Management Plan (EMP) that will bind the buyer of a block and form the basis of the CEMP that the buyer of the block will have to prepare prior to being able to carry out works. As subdivision works are currently being carried out, the LDA CEMP must be available but has not been provided to date. Can you please provide a copy of the CEMP as the contract contemplates the LDA leaving contamination on the blocks that the developer will assume responsibility for.

A7. The current CEMP will not be released. Any future CEMP or EMP will be dependent upon the Site Audit Statement rather than the current CEMP, therefore the release of the current CEMP could only serve to confuse and perhaps mislead.

Q8. The Remediation Action Plan notes that access to certain areas of the site was not possible due to presence of growth or non-approval to enter golden sun moth areas. Based on the progress of the subdivision, these areas have now been investigated. Can the updated report covering these areas be provided?

A8. The areas that were unable to be tested were not within the five development sites and are contained within the park.

The report is not currently available for release. If and when the report becomes available for release it will be provided to buyers.

Q9. In the detailed conditions for Section 5 Campbell, National Capital Plan Amendment 74 specifies that “ground level or aboveground parking structures are not permitted”. More general rules in Amendment 74 allow car parking above ground if it is concealed, but the detailed conditions prevail in the event of an inconsistency. The at grade street parking contemplated for the subdivision of the site appears to be inconsistent with Amendment 74. Has the National Capital Authority approved this car parking?

A9. The NCA issued Works Approval for the Campbell 5 estate.

Amendment 74 states:

- “150 on-street visitor car parking spaces shall be provided above ground”; and
- “ground level or above ground parking structures are not permitted”

The LDA were required to deliver a minimum of 150 on street car parking spaces for the visitors. However, ground level or above ground parking structures on block are not supported by the NCA.

Q10. Visitor parking for residential appears to be contemplated on the street. What is the amount of on-street parking that can be “attributed” to each block – this includes the 174 standard spaces as well as the 6 accessible and 5 motorcycles?

A10. Proponents are referred to Section 6.3 of the Campbell Section 5 Works Approval Report.

It is proposed that the arrangement of on-street parking will yield 174 publically available/visitor car parking spaces as shown on drawing 110029/C1952 and in Table 6.3 of the report.

Block	On-street Parking
Block A	27
Block B	58
Block C	26
Block D	18
Block E	10
Park area	35
TOTAL	174
Disabled	6
Motorcycle	5

Q11. How is the on-street car parking going to be regulated with regard to hours of use? This is relevant for consideration of non-residential uses.

A11. The Works Approval Plans indicate that, initially, all parking within the estate will be restricted to 1 hour on week days. This may be changed in the future following a demand analysis.

Q12. Are the driveway locations mandated as per the diagrams, or is there some flexibility in their actual positions?

A12. Driveways are intended to be located as designed. Any change to their location would need to be approved by the appropriate Authorities including service providers. Any costs associated with changes would be absorbed by the proponent.

Q13. If multiple blocks are purchased, is there an ability to build under the road between the blocks?

A13. Roads within the estate are to become public assets and owned by TAMSD. Proponents considering this type of development need to do so at their own risk and gain approval from the relevant authorities.

Q14. No works approval will be given by the NCA until the off-site works on Anzac Park East and Anzac Parade are completed. When will this occur?

A14. Landscaping works required by the NCA will be completed prior to settlement by LDA.

Q15. Amendment 74 contemplates minor departures in building elements higher than the maximum heights allowed. The EPBC decision does not allow for any deviation under the conditions of the approval and amending the approval can involve a complex and lengthy process. Have any representations been made to the Department of Environment regarding this inconsistency?

A15. No. The merits of any departures will be assessed by the National Capital Authority with reference to the EPBC approval.

Q16. There is a longer-term regime required to be followed under the EPBC Approval. Are these responsibilities retained by the ACT Government or are they passed on to the developer. If the ACT Government retains responsibility, what is the implication for the developer of Campbell 5 of an ACT Government default under the terms of the EPBC Approval, as it would appear that the development becomes unapproved in that situation.

A16. The ACT Government retains the responsibilities associated with the relevant ecological EPBC Approval conditions. If the proposed Offset Management Plan fails to deliver the anticipated environmental values, the ACT Government may be required to find an alternative offset arrangement. The development of Campbell 5 will not become unapproved.

Q17. The EPBC Approval requires that an Offset Management Plan be entered into before any works can commence. Can you please confirm that this has been entered into and provide a copy of this document?

A17. The Offset Management Plan applies to a site in another suburb, and not Campbell Section 5. The Offset Management Plan is currently with the Department of Environment for their final consideration. Once approved, this document will be available on the LDA website.

Q18. The Geotechnical Investigation Report in Section 2 refers to 'Phase 1 and Phase 2 Contamination Assessment' and 'Remedial Action Plan (RAP)'. Are these documents available to view?

A18. These documents are included in the Background Documents on the sales USB. The 'Phase 1 and Phase 2 Contamination Assessment' is document number 9 and the 'Remedial Action Plan' is document number 4.

Q19. Clauses 8.3 & 8.4 of the Project Delivery Agreement allow Buyers to enter into agreements for sale for "dwellings" prior to the completion of their obligations under the Project Delivery Agreement. In light of the range of uses permitted on the Land, should this provision be expanded to include the sale of other units, for example commercial space?

A18. If a successful buyer wishes to sell units (other than dwellings) off the plan as part of the development of the Land, it may request, and the LDA will agree, to vary these clauses of the Project Delivery Agreement to permit the sale on the same terms and conditions that apply to the sale of dwellings.