

HENRY DAVIS YORK

Heads of Agreement - Parramatta Arts and Cultural Precinct

City of Parramatta Council

(CoPC)

The Crown in the right of New South Wales

(NSW)

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Deed of Agreement – Parramatta Arts and Cultural Precinct

Date

Parties

City of Parramatta Council ABN 49 907 174 773 of Ground Floor, Council Administration Centre, 126 Church Street, PARRAMATTA NSW 2150 (**CoPC**)

The Crown in the right of New South Wales c/- Property NSW of Bligh House, 4-6 Bligh Street, SYDNEY, NSW 2000 and NSW Department of Planning and Environment, 320 Pitt Street, SYDNEY NSW 2000 (**NSW**)

Background

- A NSW has proposed an offer to CoPC to work collaboratively to revitalise the Parramatta River foreshore through the delivery of the New Museum Project and the Riverside Theatre Project.
- B CoPC is the owner, or otherwise has care and control of, the New Museum Land and the Riverside Theatre Land.
- C In consideration of entering into the documents and transactions contemplated by this deed, NSW will make a total contribution of \$140 million (excluding GST) for the benefit of the Parramatta local government area, and in addition, carry out the Foot Link Works.
- D CoPC grants to NSW a call option to purchase the New Museum Land for the New Museum Project.
- E If NSW notifies CoPC that it will proceed with the Riverside Theatre Project:
- (a) NSW must transfer \$40 million to CoPC on settlement of the New Museum Contract for Sale;
 - (b) NSW must transfer to the Joint Venture Entity, to be established by the parties in accordance with this deed, the Riverside Theatre Funding on settlement of the New Museum Contract for Sale; and
 - (c) CoPC must grant the Riverside Lease to the Joint Venture Entity of the Riverside Theatre Land on settlement of the New Museum Contract for Sale.
- F If NSW notifies CoPC that it will not proceed with the Riverside Theatre Project, it must transfer to CoPC \$140 million on settlement of the New Museum Contract for Sale.
- G On behalf of NSW, the Department of Planning and Environment is to carry out the New Museum Project. NSW agrees that it will work collaboratively with CoPC to achieve good design for the New Museum Project and NSW may consider undertaking an international design competition for the provision of the New Museum Project.
- H Subject to the parties obtaining all necessary approvals, the parties will establish the Joint Venture Entity for the purposes of undertaking the Riverside Theatre Project, subject to the terms and conditions of this deed.
- I CoPC agrees to provide its consent as landowner for the lodgement of any development application (if required) for the New Museum Project and the Riverside Theatre Project.

J This document records the agreement of CoPC and NSW on the above matters.

Operative provisions

1. Definitions and interpretations

1.1 Definitions

In this deed:

Approvals means any approvals, consents, modifications, certificates, permits, endorsements, licences, conditions or requirements which may be required by law or by adjoining owners for the commencement and carrying out of the New Museum Project or which may be imposed by any Public Authority and any variations or modifications to them.

Board means the board of directors of the Joint Venture Entity comprising the membership set out in clause 4 of this deed.

Business Day means a day on which banks are open for general banking business in Sydney (not being a Saturday, Sunday or public holiday).

Foot Link Works means the design and construction of a foot bridge that is in close proximity to the New Museum Land and the Riverside Theatre Land so as to provide a linkage between that land as contemplated by clause 10.2 of this deed.

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

Joint Venture Entity means the proposed joint venture entity referred to in clause 4 of this deed.

New Museum Contract for Sale means the contract for the sale of the New Museum Land with CoPC as vendor and NSW as purchaser as contemplated by clause 7 of this deed.

New Museum Land means the site known as 30B Phillip Street, Parramatta NSW 2150 of approximately 19,896 m², comprising the following lots:

- (a) Lot 1 DP 1106033;
- (b) Lot A DP 350651;
- (c) Lot 201 DP 421172;
- (d) Lot 202 DP 1203630;
- (e) Lot B DP 393866;
- (f) Lot 1 DP 500494;
- (g) Lot 1 DP 730119;
- (h) Lot 2 DP 633550;
- (i) Lot 11 DP 790350;
- (j) Lot A DP 384927;
- (k) Lot B DP 384927;

- (l) Lot C DP 384927
- (m) Lot 1 DP 569139;
- (n) Lot 2 DP 569139;
- (o) Lot 1 DP 611335;
- (p) Lot 1 DP 799649;
- (q) Lot 1 DP 85028;
- (r) Lot 1 DP 742271;
- (s) part of Lot 1 DP 770901; and

as indicated on the Plan.

New Museum Option Deed means a deed entered into between CoPC and NSW to formalise the call option granted to NSW under this deed to acquire the New Museum Land as contemplated by clause 6 of this deed.

New Museum Project means the relocation of the Powerhouse Museum on the New Museum Land or the establishment of a major new museum that is at the cutting edge of science and innovation and which will be the flagship campus of the Museum of Applied Arts and Sciences on the New Museum Land to be operated by the Museum of Applied Arts and Sciences including the Foot Link Works.

Museum Project Business Case has the meaning given to that term in clause 5.1.

Open Space Land means that part of the New Museum Land which is zoned RE1 in the Parramatta Local Environment Plan 2011 and which is classified as community land under the Local Government Act 1993 and Market Street Parramatta adjacent to the Riverside Theatre Land which comprises a public road under the Roads Act 1993.

Parramatta City Cultural Plan means a cultural plan prepared by CoPC (and updated or replaced with an equivalent document from time to time).

Parramatta City River Strategy means the strategy outlined in the document entitled "City of Parramatta River City Strategy Volume 01 Report Part 2".

Plan means the plan, for indication purposes, only of the New Museum Land annexed to this document.

Projects means both of the:

- (a) New Museum Project; and
- (b) Riverside Theatre Project.

Project Steering Committee means the committee established under clause 5.2 of this deed.

Public Authority means a government, semi government, local government, statutory, public, ministerial, civil, administrative, fiscal or judicial body or other authority or body and, where applicable, an accredited certifier or a principal certifying authority (both as defined in the Environmental Planning and Assessment Act 1979 (NSW)).

Purchase Price has the meaning given to that term in clause 7(d).

Riverside Lease means a lease between CoPC as lessor and the Joint Venture Entity as lessee of the Riverside Theatre Land as contemplated by clause 9 of this deed.

Riverside Joint Venture Agreement means an agreement to be entered into by CoPC and NSW that provides for the establishment and governance of the Joint Venture Entity as contemplated by clause 4 of this deed.

Riverside Theatre means the theatre building complex situated on the Riverside Theatre Land.

Riverside Theatre Funding means the payment by NSW to the Joint Venture Entity of \$100 million (excluding GST) to be used by the Joint Venture Entity for the Riverside Theatre Project and associated purposes.

Riverside Theatre Land means lot 1 and 2 in DP 740382 and the land comprising the public road known as Market Street adjacent to lot 1 and 2 in DP 740382.

Riverside Theatre Objectives means the objectives of the Joint Venture Entity, that are to be included in the Joint Venture Agreement, which includes:

- (a) providing a theatre complex of architectural distinction and design excellence which has twenty first century functionality; and
- (b) providing a world class cultural venue;
- (c) building on the valued brand of the existing Riverside Theatre and seeking to maintain the Riverside Theatre's connection with current audiences and continuing to provide opportunity for educational and cultural industry development; and
- (d) meeting future demand for high quality, diverse performance from Australia and the world, as well as providing an outlet for local professional and community performance activity and content consistent with the Parramatta City Cultural Plan.

Riverside Theatre Project means the significant upgrade, embellishment or replacement of the existing Riverside Theatre and associated works substantially in accordance with the Riverside Theatre Objectives.

Theatre Business Case has the meaning given to that term in clause 5.2.

Transaction Documents means:

- (a) the New Museum Option Deed;
- (b) the New Museum Contract for Sale;
- (c) the Joint Venture Agreement; and
- (d) associated documents on the terms and conditions contemplated by this deed.

Works in Kind means potential works in kind which the parties may agree will be undertaken by NSW on land owned by CoPC adjacent to the New Museum Land, but does not include the Foot Link Works.

1.2 Interpretation

In this deed headings are for convenience only and do not affect interpretation and unless the context indicates a contrary intention:

- (a) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;
- (b) “**person**” includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (c) a reference to a party includes that party’s executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;
- (d) a reference to a document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;
- (e) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (f) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (g) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this deed, and a reference to this deed includes all schedules, exhibits, attachments and annexures to it;
- (h) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (i) “**includes**” in any form is not a word of limitation; and
- (j) a reference to “\$” or “**dollar**” is to Australian currency.

2. Objectives

The parties each agree that the key objectives of this deed and the documents contemplated by this deed are to:

- (a) deliver the New Museum Project on the New Museum Land to supplement the Parramatta Riverside Art and Cultural Precinct along the banks of the Parramatta River;
- (b) work together in a cooperative manner to ensure the New Museum Project achieves design excellence;
- (c) ensure the revitalisation of the Parramatta River foreshore through the delivery of the New Museum Project by NSW and the Riverside Theatre Project by the Joint Venture Entity and the provision of the Foot Link Works between those sites;
- (d) establish a Joint Venture Entity which will:
 - (i) lease the Riverside Theatre Land from CoPC;
 - (ii) undertake the Riverside Theatre Project; and

- (iii) achieve the Riverside Theatre Objectives;
- (e) cause \$100 million to be invested by NSW for the purposes of the Riverside Theatre Project; and
- (f) provide a source of ongoing funding for CoPC to implement the objectives of the Parramatta Council Cultural Plan.

The parties agree to work collaboratively to do all things reasonably necessary to achieve these objectives.

3. CoPC exercising statutory powers

Nothing in this deed operates to restrict or otherwise affect CoPC's statutory discretion in exercising its powers as a Public Authority pursuant to legislation. If there is any conflict between the unfettered discretion of CoPC in the exercise of such powers pursuant to legislation, and the performance of CoPC's obligations in this deed and any other document connected with this deed to which CoPC is a party, the former prevails.

4. Joint Venture Entity

4.1 Joint Venture Agreement

Subject to:

- (a) CoPC obtaining approval under section 358 of the Local Government Act 1993; and
- (b) NSW obtaining any approvals that it requires (including, without limitation NSW Treasury approval),

the parties agree to enter into the Riverside Joint Venture Agreement to establish the Joint Venture Entity as soon as practicable after the date of this deed.

4.2 Governance

The Riverside Joint Venture Agreement is to provide that:

- (a) The Joint Venture Entity is to be a proprietary company incorporated in New South Wales with NSW and CoPC having an equal ownership of shares in the incorporated entity.
- (b) The Joint Venture Entity is to have a Board of Directors comprising the following persons:
 - (i) Three representatives appointed by CoPC;
 - (ii) Three representatives appointed by the NSW Minister for Arts; and
 - (iii) An independent chair jointly appointed by the parties (and in the absence of agreement to be jointly appointed by the Minister for Arts and the Lord Mayor of CoPC).
- (c) Decisions of the Board are to be based on a majority vote of directors.

4.3 Other matters

The Riverside Joint Venture Agreement is to provide that:

- (a) On the establishment of the Joint Venture Entity, NSW is to provide reasonable provisional funding that is required to enable it to perform its functions;
- (b) NSW agrees to pay the costs incurred to establish the Joint Venture Entity; and
- (c) If NSW notifies CoPC that it will not proceed with the Riverside Theatre Project, then the Riverside Joint Venture Agreement will terminate.

5. Business cases

5.1 New Museum Project

- (a) NSW must prepare a business case analysis of the New Museum Project in order for NSW to decide whether the New Museum Project should proceed (**Museum Project Business Case**).
- (b) NSW must keep CoPC updated with the progress of the Museum Project Business Case.
- (c) NSW must complete the Museum Project Business Case on or before 30 June 2018.

5.2 Riverside Theatre Project

- (a) As soon as practicable after the date of this deed, NSW will, at its cost, engage the NSW Cultural Infrastructure Program Management Office of the Department of Planning and Environment to prepare a business case for the Riverside Theatre Project (the **Theatre Business Case**).
- (b) NSW will establish a Project Steering Committee which will comprise representatives from the Department of Planning and Environment, NSW Treasury, Department of Premier and Cabinet, Property NSW, CoPC, the Director of Riverside Theatre and an independent representative jointly appointed by the parties (and in the absence of agreement to be jointly appointed by the Minister for Arts and the Lord Mayor of CoPC).
- (c) NSW agrees to appoint three representatives of CoPC to the Project Steering Committee to enable CoPC to have input into the Theatre Business Case.
- (d) The function of the Project Steering Committee is to oversee the development of the Theatre Business Case.
- (e) The Theatre Business Case is to be completed by 31 December 2018.
- (f) Once the Theatre Business Case has been obtained by NSW, NSW will provide the Theatre Business Case and all supporting documents to the Joint Venture Entity for its consideration.
- (g) As soon as practicable and no later than 20 Business Days after receiving the Theatre Business Case, the Joint Venture Entity must provide the recommendations of the Joint Venture Entity Board to NSW in order for NSW to decide whether it will proceed with the Riverside Theatre Project. The CoPC acknowledges that it will not be entitled to exercise any right to proceed or not proceed with the Riverside Theatre Project.
- (h) The parties agree that the Riverside Theatre Project may only proceed if:
 - (i) the Theatre Business Case demonstrates that there is an ability to achieve sufficient positive cash flow in the long term which secures the maintenance and operation of the Riverside Theatres notwithstanding that there will be a number of theatre companies and groups in either permanent or temporary residence at

Riverside Theatres which will require ongoing financial subsidy consistent with existing arrangements at Riverside Theatres and elsewhere; and

- (ii) NSW has exercised its call option for the New Museum Land.
- (i) If:
 - (i) a Theatre Business Case has not been provided to the Joint Venture Entity for consideration by 31 December 2018; or
 - (ii) NSW has not made a decision to proceed with the Riverside Theatre Project by 31 December 2018,

then the Riverside Joint Venture Agreement will terminate.

5.3 Outcome of the Business Cases

- (a) As soon as practicable after:
 - (i) the Museum Project Business Case has been completed, NSW may by notice in writing advise CoPC whether NSW intends to proceed with the New Museum Project.
 - (ii) the Theatre Business Case has been completed and NSW has received the Board's recommendations, NSW may, by notice in writing to CoPC, advise CoPC whether or not the Riverside Theatre Project will proceed.
- (b) For the avoidance of doubt, the three possible outcomes are as follows:
 - (i) that NSW will not proceed with either of the Projects;
 - (ii) that NSW will only proceed with the New Museum Project; or
 - (iii) that NSW will proceed with both of the Projects.

6. New Museum Option Deed

The New Museum Option Deed must:

- (a) be consistent with the provisions of this Deed;
- (b) be executed by the parties as soon as practicable after the date of this Deed;
- (c) include a call option for the New Museum Land pursuant to which CoPC will grant an option to NSW to purchase the New Museum Land on the terms set out in this deed;
- (d) provide that the period during which NSW may exercise the call option:
 - (i) commences from the date of execution of the New Museum Option Deed; and
 - (ii) ends on the day which is second anniversary of the execution of the New Museum Option Deed;
- (e) provide that the consideration payable by NSW to CoPC for the grant of the option under the New Museum Option Deed is \$1 dollar; and
- (f) attach the New Museum Contract for Sale.

7. New Museum Contract of Sale

The New Museum Contract for Sale must be consistent with the provisions of this deed.

- (a) The deposit payable by NSW on execution of the contract is one (1) dollar.
- (b) If NSW notifies CoPC that it will not proceed with Riverside Theatre Project, NSW must transfer \$140 million (exclusive of GST) to CoPC on settlement of the New Museum Contract for Sale.
- (c) If NSW notifies CoPC that it will proceed with Riverside Theatre Project, NSW is to transfer:
 - (i) the Riverside Theatre Funding to the Joint Venture Entity on settlement of the New Museum Contract for Sale (or into an appropriate trust account until the establishment of the Joint Venture Entity has been completed); and
 - (ii) \$40 million (exclusive of GST) to CoPC on settlement of the New Museum Contract for Sale.
- (d) If:
 - (i) the parties agree that NSW is to undertake Works in Kind on land adjacent to or in the vicinity of the New Museum Project; or
 - (ii) the parties agree to undertake a Land Swap prior to completion of the New Museum Contract of Sale,

the payment from NSW to CoPC on settlement of the New Museum Contract of Sale (the **Purchase Price**) as contemplated by this clause will be reduced by:

 - (iii) the agreed value of the Works in Kind; and
 - (iv) the agreed value of any land comprising a Land Swap.
- (e) If the Purchase Price is reduced by the agreed value of the Works in Kind and/or the value of any land comprising a Land Swap, then CoPC must still comply with clause 12 to expend at least \$40 million on arts and cultural items in accordance with clause 12.
- (f) The parties agree that the Minister (or any other Government agency authorised to do so) may compulsorily acquire the Open Space Land and that the compensation for the compulsory acquisition is \$1 and that such special conditions comprise an agreement under Section 30 of the Just Terms Act.
- (g) CoPC will be entitled to operate the car park on the New Museum Land up to the date on which NSW serves notice that it requires vacant possession in order to commence practical works on-site for the New Museum Project.

8. Design of New Museum Project

- (a) NSW agrees that it will work constructively with CoPC to achieve an outstanding design of the New Museum Project.
- (b) NSW may consider undertaking an international design competition for the provision of the New Museum Project.
- (c) Whether or not an international design competition is agreed to be undertaken by NSW:

- (i) the brief for the design acquisition process is to require submitted designs to have due regard to the Parramatta City River Strategy and the Parramatta Civic Link Strategy; and
 - (ii) CoPC will be entitled to have one representative on the panel that will determine the design competition.
- (d) The representative of CoPC is to have appropriate skills and qualifications normally required for a panel member that will determine an international design competition.
 - (e) Arrangements for the international design competition and the panel to determine that competition are to be separately agreed by the parties.
 - (f) Any part of the New Museum Project that is erected on land owned by CoPC will become the property of CoPC and CoPC will be responsible for the maintenance of that part.

9. Riverside Lease

- (a) If NSW notifies CoPC that it will proceed with the Riverside Theatre Project pursuant to clause 5.3, CoPC must grant a lease for the Riverside Theatre Land to the Joint Venture Entity on terms not inconsistent with this deed.
- (b) The term of the Riverside Lease will be 99 years commencing on the date which is the settlement date of the New Museum Contract of Sale.
- (c) The rent payable by the Joint Venture Entity to CoPC under the Riverside Lease will be \$1 per annum.
- (d) The Riverside Lease is to contain a clause that provides that the Lessor grants landowner's consent to the lodgement of any development application for the purposes of the Riverside Theatre Project.
- (e) The Riverside Lease is to contain other clauses on reasonable terms expected in a lease for land on which a theatre facility is located including a provision that the Riverside Lease will terminate if the Joint Venture Entity becomes insolvent or is wound up.

10. Other Works

10.1 Works in Kind

- (a) The parties acknowledge that if any Works in Kind are proposed to be undertaken by NSW on land adjacent to the New Museum Land, such works are subject to prior approval from both parties.
- (b) Subject to NSW obtaining the necessary approvals to proceed with the Works in Kind, the parties agree to work co-operatively to finalise the design of the Works in Kind and an agreed cost estimate to deliver the Works in Kind.
- (c) Unless otherwise agreed by the parties in writing, this clause does not derogate from the obligation to make or expend contributions or payments in accordance with this deed.
- (d) Any costs for Works in Kind which reduce the Purchase Price must be subject to independent review by a quantity surveyor, at NSW's cost.

10.2 Foot Link Works

- (a) The parties agree that if both of the Projects proceed, then the parties will enter into a deed for the carrying out by NSW of the Foot Link Works.
- (b) The deed must provide:
 - (i) that NSW must, at its own cost, design and construct the Foot Link Works;
 - (ii) the materials used for the Foot Link Works must be of a high quality and standard suitable for such works;
 - (iii) for the provision of land owner's consent for the Foot Link Works (if required);
 - (iv) for the grant of a construction licence from CoPC to NSW for the Foot Link Works; and
 - (v) for CoPC's involvement in the design of the Foot Link Works.

11. Land Swap

- (a) A Land Swap can include any of the lands identified in Schedule 1 or other land proposed by either party.
- (b) The parties will consider whether they wish to implement a Land Swap before the settlement of the New Museum Contract for Sale.
- (c) A Land Swap can only proceed if the parties agree on the value of the land comprising the Land Swap. The parties will act in good faith in attempting to reach agreement on the value and condition of land comprising a land swap.
- (d) If Land Swap is agreed, the contract for sale for that land will provide:
 - (i) that the purchase price for the land is \$1 dollar; and
 - (ii) such other matters as are normally contemplated by a sale of land.
- (e) Unless otherwise agreed by the parties in writing, this clause does not derogate from the obligation to make or expend contributions or payments in accordance with this deed.

12. Expenditure of funding

- (a) The parties agree that CoPC is to spend at least a total of \$40 million (indexed in January of each calendar year in accordance with the Consumer Price Index for Sydney for the previous calendar year) over a period of 20 years after the completion of the New Museum Contract for Sale on works and activities on any item referred to in the Parramatta City Cultural Plan.
- (b) CoPC will notify and consult with the Minister for Arts in relation to the works and activities on which CoPC proposes to spend any part of the \$40 million specified in clause 12(a) of this deed.
- (c) If CoPC does not have a Parramatta City Cultural Plan, then CoPC must spend at least a total of \$40 million over a period of 20 years after the completion of the New Museum Contract for Sale on works and activities for the purposes of arts and culture in the CoPC local government area as approved by the Minister for Arts.

- (d) At least 30 Business Days prior to each anniversary of the date of the completion of the New Museum Contract of Sale (or another date agreed by NSW in writing) during the 20 year period, CoPC must provide a report to NSW that includes a summary of the works and activities carried out and the expenditure incurred as at the date of the report for the preceding 12 month period.

13. Transaction Documents

13.1 Form of Transaction Documents

- (a) NSW must prepare the Transaction Documents and provide them to CoPC as soon as practicable after the date of this deed.
- (b) The parties must use all reasonable endeavours to finalise and execute the New Museum Option Deed by 8 August 2017.
- (c) The parties must use all reasonable endeavours to obtain all necessary approvals and to prepare and execute the Riverside Joint Venture Agreement as soon as practicable after the date of this deed.
- (d) In finalising the Transaction Documents and the Riverside Joint Venture Agreement, the parties agree to act diligently and timely and to negotiate in good faith and act with integrity and propriety.

13.2 Easements in gross

Prior to the settlement of the New Museum Contract of Sale, CoPC will act reasonably and do all things necessary to remove from the titles of the New Museum Land any easements in gross or other encumbrances that will benefit CoPC after settlement of the New Museum Contract for Sale if they are no longer required.

14. General Rules

- (a) Each party makes no warranty or representation, and does not assume any duty of care to the other party that any information the party has reviewed in relation to the New Museum Land or the Riverside Theatre Land (whether received from the other party or not) is accurate, adequate, suitable or complete, and each party accepts no responsibility for interpretations placed on the information by the other party.
- (b) Each party acknowledges and agrees it has made and relies on its own independent investigations, enquiries and inspections in connection with all aspects of New Museum Land and the Riverside Theatre Land and any proposed uses of the New Museum Land and Riverside Theatre Land.
- (c) Each party acknowledges and agrees that nothing in this deed is to be taken as restricting the application of section 94, 94A and 94AA of the Environmental Planning and Assessment Act 1979 to any future development on the New Museum Land or the Riverside Theatre land.

15. Disputes

If any difference or dispute arises out of or in connection with this deed, the following procedure must be followed in order to resolve it:

- (a) either party may give written notice of the dispute to the other party. A senior representative nominated by each party must meet within 5 Business Days of receipt of that notice and attempt in good faith to resolve the dispute;

- (b) if the dispute remains unresolved within 10 Business Days of receipt of the notice referred to in paragraph (a) above, notice will be given to the Secretary of the Department of Planning and Environment on behalf of NSW and the Mayor of City of Parramatta Council on behalf of CoPC who must meet and attempt in good faith to resolve the dispute within 5 Business Days of the date of receipt of that notice;
- (c) if the dispute remains unresolved, it is then referred to the Minister for Arts for determination; and
- (d) for these purposes, a meeting may take place by telephone or other means of communication.

16. Public announcements

NSW will consider any submissions made by CoPC in relation to any proposed press releases and other public announcements in connection with this deed and, where possible, incorporate those submissions into the press releases and other public announcements.

17. Costs

Each party must pay its own costs and expenses in connection with negotiating, preparing and executing this deed, the Transaction Documents and all other transactions contemplated by this deed, including the costs and expenses of all consultants, advisers and others it engages to assist it in connection with those documents and transactions.

18. Relationship

18.1 No authority

No party has any right or authority to assume or create, in writing or otherwise, any obligation of any kind, expressed or implied, or to make any representation or warranty of any kind, expressed or implied, in the name of or on behalf of any other party.

18.2 Third parties

No third party is to have any right, power or privilege against any party to this deed because of any other party's unilateral action.

19. Governing law and jurisdiction

19.1 Governing law

This deed is governed by and must be construed according to the law applying in New South Wales.

19.2 Jurisdiction

Each party irrevocably:

- (a) submits to the non-exclusive jurisdiction of the courts of New South Wales, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this deed; and
- (b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 19.2(a).

20. Notices

Each communication (including each notice, consent, approval, request and demand) under or in connection with this deed:

- (a) must be in writing;
- (b) must be addressed as follows (or as otherwise notified by that party to each other party from time to time):

CoPC

Name: Parramatta City Council
Address: Ground Floor
Council Administration Centre
126 Church Street
PARRAMATTA NSW 2150
Fax: (02) 9806 5917
Email: GDyer@cityofparramatta.nsw.gov.au
For the attention of: General Manager

NSW

Name: NSW Government c/- Property NSW
Address: Bligh House, 4-6 Bligh Street Sydney NSW
Fax: (02) 9252 7400,
Email: peter.hurley@property.nsw.gov.au;
leon.walker@property.nsw.gov.au
For the attention of: Peter Hurley and Leon Walker

and to

Name: NSW Government c/- Department of Planning and Environment
Address: Level 5, 323 Castlereagh Street, Sydney NSW 2000
Email: craig.limkin@arts.nsw.gov.au;
For the attention of: Craig Limkin

- (c) must be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;
- (d) must be delivered by hand or posted by prepaid post to the address, or sent by fax to the number, of the addressee, in accordance with clause 20(b); and
- (e) is taken to be received by the addressee:
 - (i) (in the case of prepaid post sent to an address in the same country) on the third day after the date of posting;
 - (ii) (in the case of prepaid post sent to an address in another country) on the fifth day after the date of posting by airmail;
 - (iii) (in the case of fax) at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the fax machine from which it was sent; and
 - (iv) (in the case of delivery by hand) on delivery,

but if the communication is taken to be received on a day that is not a working day or after 5.00 pm, it is taken to be received at 9.00 am on the next working day ("working day" meaning a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally, in the place to which the communication is posted, sent or delivered).

21. No representation or reliance

- (a) Each party acknowledges that no party (nor any person acting on a party's behalf) has made any representation or other inducement to it to enter into this deed, except for representations or inducements expressly set out in this deed.
- (b) Each party acknowledges and confirms that it does not enter into this deed in reliance on any representation or other inducement by or on behalf of any other party, except for representations or inducements expressly set out in this deed or notified in writing to each other party before the date of this deed.

Schedule 1 Potential Land Swap sites

Common Name	Street Name	Lot	DP
Epping	240-244 Beecroft Road, Epping	22	DP1180959
Rydalmere	266 Victoria Road, Parramatta	1	DP836958
Rydalmere	26 Kissing Point Road, Parramatta	1	DP128413
Westmead	105 Bridge Road, Westmead	1	DP1090838
Mays Hill (former golf course site)	7A Park Parade, Parramatta	7055	DP1074336
Old Kings School	24 O Connell Street, Parramatta	6	DP1182647
Old Kings School	3 Marist Place, Parramatta	1	DP1112822
Old Kings School	26 o Connell Street, Parramatta	5	DP1182647
Railway Station Site	2 Fitzwilliam Street, Parramatta	204	DP1095620
Justice Precinct (Part)	22A O Connell Street, Parramatta	34	DP1206876
Justice Precinct (Part)	174 Marsden Street, Parramatta	35	DP1206876
Justice Precinct (Part)	170 Marsden Street, Parramatta	31	DP1206876
Rowland Hassall School	34 Hassall Street, Parramatta	1	DP1213047
Rowland Hassall School	34 Hassall Street, Parramatta	4/88	DP758829
Rowland Hassall School	34 Hassall Street, Parramatta	1/88	DP758829
Rowland Hassall School	34 Hassall Street, Parramatta	2/88	DP758829
Rowland Hassall School	34 Hassall Street, Parramatta	3/88	DP758829

Executed as a Deed

Signed, sealed and delivered by **CITY OF PARRAMATTA** by its authorised officer in the presence of:)
)
)



Signature of witness

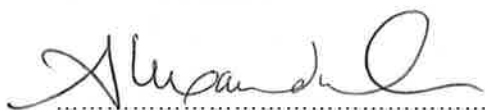


Interim General Manger (signature)

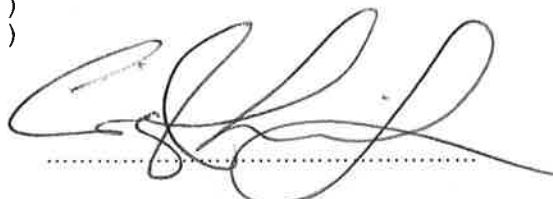
CRAIG ANDREW BECROFT
Name of Witness (please print)

GREGORY CHARLES DYER
Name of Interim General Manager

Signed, sealed and delivered by **The Crown in the Right of New South Wales** represented by the **Department of Planning and Environment** by its authorised officer in the presence of:)
)
)



Signature of witness



Authorised Officer (signature)

A O'MARA

Name of Witness (please print)

Craig Anthony Kimkin

Name of Authorised Officer

Executive Director

Position of Authorised Officer