



28 July, 2008

Attention: Mr James White
Director Property
Transport Infrastructure Development
Corporation
Level 7, Tower A, Zenith Centre,
821 Pacific Highway,
Chatswood NSW 2067

Attention: Mr Ross Walker
Roads and Traffic Authority
Centennial Plaza,
260 Elizabeth St, Surry Hills 2010

Attention: Mr Stephen Dewick
New South Wales Department of
Planning, Land Management Branch
PO Box 404
Parramatta NSW 2124

Attention: Mr Fraser Leishman
Operations Manager, Hills M2
M2 Toll Plaza Building
1 Tollaust lane (off Culloden Road)
North Ryde, NSW, 2113

Dear Sirs

North Ryde Station Precinct - Landowners Agreement to Master Plan Land Use

The following parties (**The Parties**) have confirmed their interest in jointly Master Planning and seeking zoning amendment for their respective lands adjoining the nearby North Ryde Station:

- Transport Infrastructure Development Corporation (TIDC);
- Transurban;
- Roads and Traffic Authority (RTA); and
- New South Wales Department of Planning, (DoP).

The lands owned / controlled by the respective parties are identified on the attached drawing (**Identified Lands**). The lands as individual parcels are constrained and



separated by topography and major arterial roads. As a whole the lands have a greater potential within the Macquarie Park North Ryde Precinct.

Objectives

The Parties have expressed agreement to work in a cooperative manner to gain planning certainty and zoning approval for their respective lands. The lands are within close proximity to North Ryde Station which has changed the planning outcomes for the precinct. The opportunity exists to maximise the use of the lands and land use allowing greater connectivity, orderly development and a more liveable precinct.

The current draft LEP for the area prepared by Ryde City Council (CoR) identifies the majority of the land as being the subject of a "Master Plan by the NSW Government." CoR has recently approved the Macquarie Park Development Control Plan which also recognises the master planning process for the lands. The Parties therefore agree to jointly work together to pursue the preparation of the Master Plan and seek a consequential amendment to the land use and the Macquarie Park DCP as required.

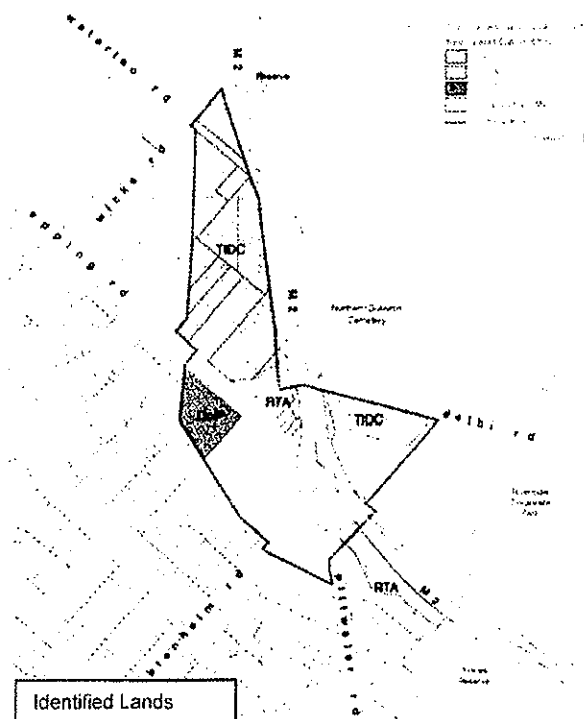
This letter sets out the terms on which the Parties agree to proceed in achieving the objectives.

The Parties agree that:

1. All Parties will work in a co-operative manner to progress the Master Plan in respect of the Identified lands and to prepare a Master Plan for that land to maximise development potential and then to lodge that Plan with the relevant consent authority(s) for land use amendment;
2. TIDC will manage the Master Planning process and approval process and will regularly report to other parties on progress;
3. TIDC will convene a Landowners Group (LG) consisting of a representative of each Party;
4. The LG will meet on a regular basis to discuss, review and agree on draft plans, final plans, and the process to achieve highest and best use leveraging off the opportunities provided by the station.;
5. TIDC may appoint consultants as it sees fit to assist in managing, preparing and lodging information with consent authorities. The costs of engaging all consultants for this purpose will be borne by TIDC;
6. TIDC may not lodge any application or propose any change of zoning to a parties land except with the approval of that party at the LG;
7. Each party will provide any background information it has in relation to its property for review by TIDC or its consultants engaged on the Project;



8. Each party will allow access to their respective sites by consultants as required, following notification to that Party and agreement from the responsible Party;
9. No Party is obligated to participate in the final Master Plan or planning application and final documents will only be lodged with the Consent Authority following agreement from that Party;
10. No Party is obliged to sell or develop all or any portion of Land under this Agreement and may deal with its land as it sees fit;
11. Ownership of consultant reports and plans will remain the property of TIDC, but TIDC will make available copies of all background reports and plans to all parties for use in respect of their individual properties;
12. Any Party may terminate their involvement in this Agreement at any stage subject to notifying the LG, otherwise this agreement will terminate once Master Plan approvals of the identified lands have been effected.





Signed for and on behalf of
**New South Wales Department of
Planning,**

by its duly authorised representative
in the presence of:

Angela Young
Signature of witness

ANGELA YOUNG
Name of witness (please print)

SIGNED by me STEPHEN SCOTT DEWICK as delegate of the Minister
administering the Environmental Planning and Assessment Act, 1979, and
I hereby certify that I have no notice of the revocation of such delegation.

Stephen Dewick
Signature of authorised representative

STEPHEN DEWICK
Name of authorised representative
(please print)

Signed for and on behalf of
Transurban

by its duly authorised representative
in the presence of:

Signature of witness

Name of witness (please print)

Signature of authorised representative

Name of authorised representative
(please print)

Executed as an Agreement between the Parties. DBL Property is not a party to this agreement.

**Signed for and on behalf of
Transport Infrastructure
Development Corporation**
by its duly authorised representative
in the presence of:

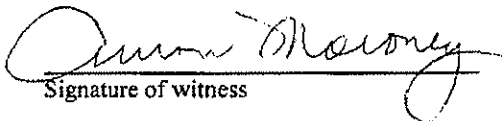
Signature of witness

Signature of authorised representative

Name of witness (please print)

Name of authorised representative
(please print)

**Signed for and on behalf of
Roads and Traffic Authority**
by its duly authorised representative
in the presence of:


Signature of witness


Signature of authorised representative

AURORA MORENEY

Name of witness (please print)

29/7/08

ROSS WALKER

Name of authorised representative
(please print)

29/7/08



Executed as an Agreement between the Parties. DBL Property is not a party to this agreement.

Signed for and on behalf of
**Transport Infrastructure
Development Corporation**
by its duly authorised representative
in the presence of:

Ammanda Jones
Signature of witness

AMMANDA JONES
Name of witness (please print)

[Signature]
Signature of authorised representative

JAMES WHITE
Name of authorised representative
(please print)

Signed for and on behalf of
Roads and Traffic Authority
by its duly authorised representative
in the presence of:

Signature of witness

Name of witness (please print)

Signature of authorised representative

Name of authorised representative
(please print)