

Voluntary Planning Agreement


For execution

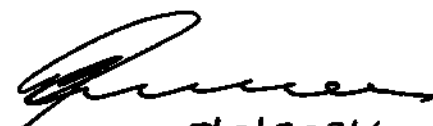
City of Parramatta Council

ABN 49 907 174 773

Zaki Property Pty Ltd ATF Zaki Property Trust

ABN 85 020 849 890


8/7/24


8/7/2024

ANN-MARIE SUERIN



the 1 of 2024

Contents

Parties	1
Background	1
Operative provisions	2
1 <i>Definitions</i>	2
2 <i>Interpretation</i>	5
3 <i>Planning Agreement under the Act</i>	6
4 <i>Application of this Agreement</i>	7
5 <i>Operation of this Agreement</i>	7
6 <i>Staged provision of Contributions</i>	7
7 <i>Proposed Development Application</i>	7
7.1 <i>Requirement of Voluntary Planning Agreement</i>	7
7.2 <i>Lodgement of Development Application</i>	7
8 <i>Contributions to be made under this Agreement</i>	8
8.1 <i>Material Public Benefit</i>	8
8.2 <i>Monetary Contribution</i>	9
8.3 <i>Shared Pathway</i>	10
8.4 <i>Contribution Values</i>	10
9 <i>Overdue payments</i>	11
9.1 <i>Interest on overdue money</i>	11
9.2 <i>Compounding</i>	11
9.3 <i>Interest on liability merged in judgment or order</i>	11
10 <i>Application of s 7.11, s 7.12 and s 7.24 of the Act to the Development</i>	11
11 <i>Amendment to Parramatta Local Environmental Plan</i>	12
12 <i>Registration of this Agreement</i>	12
12.1 <i>Landowner Interest</i>	12
12.2 <i>Registration of this Agreement</i>	12
12.3 <i>Removal from Register</i>	13
13 <i>Caveat</i>	13
13.1 <i>Caveatable Interest</i>	13
13.2 <i>Restriction on dealings</i>	13
14 <i>Review of this Agreement</i>	14
15 <i>Dispute Resolution</i>	14
15.1 <i>Reference to Dispute</i>	14



	15.2	Notice of Dispute	14
	15.3	Representatives of Parties to Meet	14
	15.4	Further Notice if Not Settled	14
	15.5	Mediation	15
	15.6	Expert determination	16
	15.7	Litigation	16
	15.8	No suspension of contractual obligations	16
16		Enforcement	17
	16.1	Default	17
	16.2	General Enforcement	17
17		Assignment and Dealings	17
	17.1	Assignment	17
18		Approvals and consents	17
19		No fetter	18
	19.1	Discretion	18
	19.2	No fetter	18
	19.3	Planning Certificates	18
20		Notices	18
	20.1	Notices	18
	20.2	Notices sent by email	18
	20.3	Receipt of Notices sent by email	20
16.4		Notices sent by email generally	20
21		Release and Discharge	20
22		General	20
	22.1	Relationship between parties	20
	22.2	Landowner Obligations	21
	22.3	Time for doing acts	21
	22.4	Further assurances	21
	22.5	Joint and individual liability and benefits	21
	22.6	Variations and Amendments	21
	22.7	Counterparts	21
	22.8	Legal expenses and stamp duty	21
	22.9	Entire Agreement	22
	22.10	Representations and warranties	22
	22.11	Surrender of right of appeal	22

22.12	No waiver	22
22.13	Severability	22
22.14	Invalidity	23
22.15	Waiver	23
22.16	GST	23
22.17	Governing law and jurisdiction	23
1.	Introduction	30
2.	Parties	30
3.	Description of Subject Land	30
4.	Description of the Proposed Development	30
5.	Summary of Objectives, Nature and Effect of the Planning Agreement	30
6.	Assessment of Merits of Planning Agreement	31

Agreement

Date 8 JULY

2024

Parties

Council


Name City of Parramatta Council (Council)
ABN 49 907 174 773
Address 128 Church Street, Parramatta
Contact Manager, Land Use Planning
Telephone (02) 9806 5050

Applicant

Name Zaki Property Pty Ltd ATF Zaki Property Trust
(Applicant, Developer and Landowner)
ABN 85 020 549 690
Address Suite 1.04, Level 1, Quad 1, 8 Parkview Drive,
Sydney Olympic Park
Contact Veselin Krjicic
Telephone 0424 518 855

Background

- A. The Applicant is the Developer and Landowner of the Land.
- B. The Land is zoned SP2 Infrastructure (Educational Establishment) pursuant to the *Parramatta Local Environmental Plan 2023* and has an area of approximately 4,246m².
- C. On 5 November 2021, the Developer submitted a Planning Proposal to Council seeking the rezoning of the Land to R2 Low Density Residential.
- D. On 18 October 2022, Parramatta Local Planning Panel endorsed the rezoning of the Land from SP2 Infrastructure (Educational Establishment) to R2 Low Density Residential and amending the Land Zoning Map (Sheet LZN_002) to reflect this change.
- E. The land zoned SP2 Infrastructure and marked Classified Road per the Land Reservation Acquisition map is proposed to be acquired by Transport for NSW (pursuant to clause 5.1 of the *Parramatta Local Environmental Plan 2023*). This will be subject to a separate process and is separate to this Agreement.
- F. The changes are sought for the purpose of making Development Applications to the Council for Development Consent to carry out the Development on the Land.



- G. On 28 November 2022, Council endorsed the Planning Proposal for the purposes of seeking a Gateway determination from the NSW Department of Planning and Environment.
- H. On 31 January 2023, the Gateway Determination was issued.
- I. The Applicant has offered to enter into this Agreement to make contributions for public purposes in connection with the Planning Proposal and the Proposed Development Consent.

Operative provisions

1 Definitions

In this Agreement, unless the context indicates a contrary intention:

Act means the *Environmental Planning and Assessment Act 1979 (NSW)*;

Address means a party's address set out in the Notices clause of this Agreement;

Applicant means Zakl Property Pty Ltd ATF Zakl Property Trust;

Approval means any certificate, licence, consent, permit, approval or other requirement of any Authority having jurisdiction in connection with the activities contemplated by this Agreement;

Associated Entity has the same meaning as in section 50AAA of the *Corporations Act 2001 (Cth)*;

Authority means any government, semi-governmental, statutory, administrative, fiscal or judicial body, department, commission, authority, tribunal, public or other person;

Bank Guarantee means an irrevocable and unconditional undertaking that is not limited in time and does not expire by one of the following trading banks:

- (a) Australia and New Zealand Banking Group Limited,
- (b) Commonwealth Bank of Australia,
- (c) Macquarie Bank,
- (d) National Australia Bank,
- (e) St George Bank Limited,
- (f) Westpac Banking Corporation, or
- (g) Other financial institution approved by the Council,

to pay an amount or amounts of money to the Council on demand and containing terms and conditions reasonably acceptable to the Council;

Bond means an insurance bond provided by an insurer licensed by the Australian Prudential Regulatory Authority (APRA) to operate in Australia or has an investment grade rating from an industry recognised rating agency such as Moody's, Standard & Poors or Beis, or a cash bond;

Business Day means a day on which banks are open for general banking business in Sydney, excluding Saturdays and Sundays;

Claims means any claim, loss, liability, damage, proceeding, order, judgment or expense arising out of the operation of this Agreement;

Construction Certificate means a construction certificate as defined under section 8.4 of the Act;

Contribution and Contribution Item means the contribution provided by the Applicant as outlined at clause 8 of this Agreement and being an item from the Contributions Table;

Contributions Plan has the same meaning as under the Act;

Contributions Table means the table at Schedule 1;

Council means Parramatta City Council;

CPI means the All Groups Consumer Price Index applicable to Sydney published by the Australian Bureau of Statistics;

Damages means all liabilities, losses, damages, costs and expenses, including legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties;

Dealing, in relation to the Land, means, without limitation, selling, transferring, assigning, mortgaging, charging, encumbering or otherwise dealing with the Land;

Development Application means each 'Development Consent' as that term is defined in the Act;

Development Consent means each 'Development Consent' as that term is defined in the EPA Act or an approval under Part 4 of the Act for the Development or any part of it and includes any modification granted with respect to the Development Consent;

Dispute means a dispute or difference between the Parties under or in relation to the Agreement.

Explanatory Note means the explanatory note in Schedule 4 of this Agreement and prepared under s 205 of the Regulation;

Future Development Consent means any development applications lodged with respect to the Land after determination of the Proposed Development Consent.

GST has the meaning it has in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

GST Law has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other Act or regulation relating to the imposition of or administration of the GST;

In solvent means, in relation to a party:

- (a) that party makes an arrangement, compromise or composition with, or assignment for, the benefit of its creditors or a class of them;
- (b) a receiver, receiver and manager, administrator, provisional liquidator, trustee, controller, inspector or analogous person is appointed in relation to, or over, all or any part of that party's business, assets or securities;
- (c) a presumption of insolvency has arisen under legislation because of the party's failure to comply with a statutory demand or analogous process;
- (d) an application for the winding up of, or for the appointment of a receiver to, that party, other than winding up for the purpose of solvent reconstruction or re

amalgamation, is presented and not withdrawn or dismissed within 21 days (or such longer period agreed to by the parties), or an order is made or an effective resolution is passed for the winding up of, or for the appointment of a receiver to, that party, or any analogous application is made or proceedings initiated;

- (e) any shareholder or director of that party convenes a meeting for the purpose of considering or passing any resolution for the winding up or administration of that party;
- (f) that is an individual, a creditor's petition or a debtor's petition is presented to the Official Receiver or analogous authority in relation to that party;
- (g) an execution or analogous process is levied or enforced against the property of that party;
- (h) that party ceases or suspends, or threatens to cease or suspend, the conduct of all or a substantial part of its business;
- (i) that party disposes of, or threatens to dispose of, a substantial part of its assets;
- (j) that party stops or suspends, or threatens to stop or suspend, payment of all or a class of its debts; or
- (k) that party is unable to pay the party's debts as and when they become due and payable.

Land means the land comprised in Lot 3 in Deposited Plan 775821 and known as 8 Linduden Place, Oatlands, and includes any lot created by the consolidation or subdivision of the lot from time to time;

Law means:

- (a) any law applicable including legislation, ordinances, regulations, by-laws and other subordinate legislation;
- (b) any Approval, including any condition or requirement under it; and
- (c) any fees and charges payable in connection with the things referred to in paragraphs (a) and (b);

LEP means the *Parramatta Local Environmental Plan 2011*, and subsequently amended to *Parramatta Local Environmental Plan 2023*;

Modification Application means any application to modify the Development Consent under section 4.55 of the Act;

Monetary Contribution means monetary contribution payable by the Applicant, calculated in accordance with the mechanisms detailed in this Agreement and as outlined at clause 8 of this Deed.

Occupation Certificate means an occupation certificate as defined under section 8.4 of the Act and includes Occupation Certificate for a part of a building;

Offer means the offer made on behalf of the Applicant (in the form of a letter dated 29 September 2022) to enter into this Agreement and which is included under Schedule 2 of this Agreement.

Planning Proposal means the document proposing amendments to the LEP, being the Planning Proposal lodged by the Developer with Council on 5 November 2021, and which is included under Schedule 3 of this Agreement

Proposed Development Consent means the Development Consent with respect to the application for development approval to be lodged with Council regarding the future development of the Land.

Public Purpose means the public purpose to which the Contribution will be applied, being the provision of a shared path which can be used by the public or a portion of the public, subject to clause 8 of this Deed, to provide public pedestrian access.

Public Reserve has the same meaning as in the *Local Government Act 1993*;

Public Road has the same meaning as in the *Roads Act 1993*;

Register means the Torrens title register maintained under the *Real Property Act 1900* (NSW);

Regulation means the *Environmental Planning and Assessment Regulation 2021*;

Related Body Corporate has the meaning given to that term in s 9 of the *Corporations Act 2001* (Cth);

Shared Pathway means the pathway shown on the plan included at Schedule 5 of this Agreement and described at clause 8.1(a)(ii) of this Agreement.

TfNSW means Transport for NSW or any other successor constituted under the *Transport Administration Act 1988*.

Total Contribution Value means the total value of all Contributions to be provided under this Agreement as specified in the Contributions Table, as adjusted, where necessary, for CPI.

2 Interpretation

In this Agreement, unless the context indicates a contrary intention:

- (a) (documents) a reference to this agreement or another document includes any document which varies, supplements, replaces, assigns or novates this agreement or that other document;
- (b) (references) a reference to a party, clause, paragraph, schedule or annexure is a reference to a party, clause, paragraph, schedule or annexure to or of this agreement;
- (c) (headings) clause headings and the table of contents are inserted for convenience only and do not affect interpretation of this agreement;
- (d) (person) a reference to a person includes a natural person, corporation, statutory corporation, partnership, the Crown and any other organisation or legal entity and their personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns;
- (e) (party) a reference to a party to a document includes that party's personal representatives, executors, administrators, successors, substitutes (including persons taking by novation) and permitted assigns;
- (f) (president, CEO, general manager or managing director) the president, CEO, general manager or managing director of a body or Authority includes any person acting in that capacity;

- (g) **(requirements)** a requirement to do any thing includes a requirement to cause that thing to be done, and a requirement not to do any thing includes a requirement to prevent that thing being done;
- (h) **(including)** including and includes are not words of limitation, and a list of examples is not limited to those items or to items of a similar kind;
- (i) **(corresponding meanings)** a word that is derived from a defined word has a corresponding meaning;
- (j) **(singular)** the singular includes the plural and vice-versa;
- (k) **(gender)** words importing one gender include all other genders;
- (l) **(parts)** a reference to one or more things includes each part and all parts of that thing or group of things but nothing in this clause implies that past performance of an obligation constitutes performance of that obligation;
- (m) **(rules of construction)** neither this agreement nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting;
- (n) **(legislation)** a reference to any legislation or provision of legislation includes all amendments, consolidations or replacements and all regulations or instruments issued under it;
- (o) **(time and date)** a reference to a time or date in connection with the performance of an obligation by a party is a reference to the time and date in Sydney, Australia, even if the obligation is to be performed elsewhere;
- (p) **(joint and several)** an agreement, representation, covenant, right or obligation:
 - (i) in favour of two or more persons is for the benefit of them jointly and severally; and
 - (ii) on the part of two or more persons binds them jointly and severally;
- (q) **(writing)** a reference to a notice, consent, request, approval or other communication under this agreement or an agreement between the parties means a written notice, request, consent, approval or agreement;
- (r) **(replacement bodies)** a reference to a body (including an institute, association or Authority) which ceases to exist or whose powers or functions are transferred to another body is a reference to the body which replaces it or which substantially succeeds to its power or functions;
- (s) **(Australian currency)** a reference to dollars or \$ is to Australian currency;
- (t) **(month)** a reference to a month is a reference to a calendar month; and
- (u) **(year)** a reference to a year is a reference to twelve consecutive calendar months.

3 Planning Agreement under the Act

- (a) The parties agree that this Agreement is a planning agreement within the meaning of section 7.4 of the Act.

- (b) Schedule 4 of this Agreement, being the Explanatory Note, summarises the requirements for planning agreements under section 7.4 of the Act and the way this Agreement addresses those requirements.
- (c) The parties acknowledge and agree that, in accordance with section 4.15 of the Act, the terms of this Agreement must be considered by any consent authority when determining a Development Application for the Development, or any part of the Development.

4 Application of this Agreement

This Agreement applies to:

- (a) the Planning Proposal; and
- (b) any Proposed Development Consent and Future Development Consent;; and
- (c) the Land.

5 Operation of this Agreement

- (a) This Agreement commences on and from the date it is executed by all parties.
- (b) For the avoidance of doubt, the obligations to deliver contributions under clause 8 do not take effect until the Planning Proposal is approved and the amendment to the LEP has been published on the NSW legislation website, and are payable in the manner as set in Contributions Schedule.

6 Staged provision of Contributions

- (a) Subject to clause 6(b), below, each Contribution Item must be delivered by no later than the timeframe specified in the Contributions Table. However, the Developer may complete and deliver a Contribution Item earlier than the timeframe specified in the Contributions Table.
- (b) Council may, at its sole discretion, agree to the delayed delivery of a Contribution Item, provided security is provided by the Developer to the Council's satisfaction. Council's decision regarding the delayed delivery of a Contribution Item may not be the subject of a dispute under this Agreement.

7 Proposed Development Application

7.1 Requirement of Voluntary Planning Agreement

- (a) The Applicant, pursuant to its Offer dated 29 September 2022, has expressed its interest in developing the Land by constructing residential dwellings, which are not permitted by the current zoning of the Land being SP2 Infrastructure (Educational Establishment).

7.2 Lodgement of Development Application

- (a) Once the amendment to the LEP has been published on the NSW Legislation website, the Applicant is to lodge a development application with Council for the proposed development of the Land (Proposed Development Consent).

- (b) The Material Public Benefit provided by the Applicant will depend on the dwelling yield of the Proposed Development Consent and is particularised below:
 - (i) The base dwelling yield for the Proposed Development Consent which is covered by this Agreement is a maximum of three (3) allotments, including the continued use of the existing educational facility on the Land (Base Dwelling Yield). The Base Dwelling Yield for the Proposed Development Consent which is covered by this Agreement is inclusive of any development that may accommodate less dwellings than the maximum allowance under the Base Dwelling Yield.
 - (ii) The maximum dwelling yield for the Proposed Development Consent which is covered by this Agreement is no more than five (5) allotments, accommodating up to a maximum of two (2) low density dwellings per allotment (up to ten (10) low density dwellings in total) on the Land (Maximum Dwelling Yield).
 - (iii) If the Proposed Development Consent approves development for more than ten (10) dwellings, or if a Future Development Consent is lodged with respect to the Land for a different form of development, a condition of consent will be imposed on the Proposed Development Consent or Future Development Consent, whereby the Applicant is to submit a new Letter of Offer to enter into a new voluntary planning agreement. (Exceeding Maximum Dwelling Yield).
- (c) Nothing in this Agreement relieves the Applicant of its statutory obligations under the Act to obtain the necessary development consent/s for any such future redevelopment of the Land.
- (d) Nothing in this Agreement fetters Council's discretion under the Act in assessing and determining as it sees fit any future development applications for a future redevelopment of the Land.

8 Contributions to be made under this Agreement

8.1 Material Public Benefit

- (a) Subject to clause 7.2(b), clause 8.2 and Schedule 1, the Applicant agrees to either:
 - (i) Make payment of a monetary contribution to Council in accordance with the Contributions Table (Monetary Contribution); OR
 - (ii) Construct a shared pathway upgrade along Pennant Hills Road, specifically between Gollan Avenue and Glencoe Avenue (Shared Pathway).
- (b) The Applicant must provide Council with written confirmation of their election in Clause 8.1 by no later than three (3) months following the submission of the Proposed Development Consent. This written notification must be addressed to Manager, Land Use Planning and council@cityofparramatta.nsw.gov.au.
- (c) In the event that the Applicant does not lodge with Council a development application for the Proposed Development Consent within twelve (12) months of the amendment to the LEP being registered on the NSW Legislation Website, the

Applicant must construct the Shared Pathway in accordance with clause 8.1(a)(ii), 8.3 and Schedule 5 of this Deed.

- (d) Prior to any sale of the Land by the Applicant, and if a Material Public Benefit has not yet been provided by the Applicant, the Applicant must make payment in accordance with the Base Dwelling Yield development scenario outlined in clause 7.2(b)(i) and clause 8.2(b). Payment must be made prior to any settlement of the transfer of Land.

8.2 Monetary Contribution

- (a) This Agreement includes a calculation for how monetary contributions will be derived, but the final monetary amount will be calculated once actual yield is ascertained and approved by Council.
- (b) If the Proposed Development Consent reflects the Base Dwelling Yield or less than the number of dwellings that can be accommodated under the Base Dwelling Yield, then the Applicant must make a monetary contribution of \$300,000.
- (c) If the Proposed Development Consent reflects the Maximum Dwelling Yield, then the Applicant must make a monetary contribution in accordance with the following formula (the figures in the following formula may be increased but not decreased and all monetary contributions will be indexed to CPI):

$$\begin{array}{l} \text{Monetary} \\ \text{Contribution} \\ \text{payable} \end{array} = \$300,000 + \$37,500 \times \begin{array}{l} \text{dwelling that is in addition to} \\ \text{the Base Dwelling Yield} \end{array}$$

- (d) If the Applicant elects to make payment of a Monetary Contribution in accordance with clause 8.1(a)(i), then the following conditions apply:
 - (i) The Applicant must pay Council the Monetary Contribution calculated by Council following the determination of the Proposed Development Consent and once actual yield is ascertained. The figures may be increased but not decreased in accordance with the following formula:

$$\begin{array}{l} \text{Monetary} \\ \text{Contribution} \\ \text{payable} \end{array} = \begin{array}{l} \text{Monetary} \\ \text{Contribution} \\ \text{Calculated in} \\ \text{accordance with} \\ \text{Clause 8.2(c)} \end{array} \times \frac{\begin{array}{l} \text{The CPI at the time of payment} \end{array}}{\begin{array}{l} \text{The CPI at the date of this} \\ \text{agreement} \end{array}}$$

- (i) The Monetary Contribution must be paid by way of bank cheque in favour of Council or by deposit by means of electronic funds transfer into an account specified by Council.
- (ii) The Monetary Contribution will be taken to have been made when the Council notifies the Applicant in writing that the bank cheque has been

received and cleared funds or electronic funds have been deposited in the Council's bank account.

- (iii) The parties agree and acknowledge that the Monetary Contribution will be used by the Council towards the Public Purpose.
 - (iv) Despite clause 8.2(d)(iii), the Council may apply the Monetary Contribution towards any other public purpose which satisfies section 7.4(2) of the Act, other than the Public Purpose, if the Council reasonably considers that the public interest would be better served by applying the Contribution towards that other public purpose.
 - (v) In the event the Council directs the Contribution to another public purpose, the Applicant in paying the Contribution has fulfilled its obligations pursuant to this Agreement.
- (e) The Contribution is to be paid to Council in one instalment with payment to be made within 14 days of the earlier of:
- (i) the issue of a valid tax invoice for the Contribution in the name of the Applicant; or
 - (ii) receipt by the Applicant of the Construction Certificate for the Proposed Development Application.

8.3 Shared Pathway

(a) If the Applicant elects to construct a shared pathway upgrade in accordance with clause 8.1(a)(ii) and Schedule 5, then the following conditions apply:

- (i) Construction must be in accordance with the plan annexed at Schedule 5 and to Council's satisfaction;
- (ii) Must be constructed within twelve (12) months of the date of election pursuant to clauses 8.1(a) and (b) of this Agreement, subject to obtaining necessary approvals from TINSW and or any other consent authority; and
- (iii) Must be, in the reasonable opinion of Council, satisfactory.

(b) If the Applicant elects to construct a Shared Pathway pursuant to clause 8.3, or is required to construct a Shared Pathway pursuant to clause 8.1(c), then:

- (i) The Applicant must obtain all necessary approvals from TINSW or any other consent authority within twelve (12) months; and
- (ii) If the Applicant does not receive all necessary approvals within twelve months, they must provide evidence of the application and or correspondence with the consent authority to Council within seven (7) days of Council's request.

8.4 Contribution Values

The parties acknowledge and agree that the contribution values set out in the Contributions Table and clauses 8.2(b) and (c) will be adjusted based on the dwelling yield pursuant to the Proposed Development Consent and according to the CPI formula provided in clause 8.2(d) only and:

- (a) the Applicant assumes all cost and risk in relation to the provision and the making of the Contribution, and

- (b) All Parties acknowledge and agree that the costs outlined in the Contributions Table is the complete amount payable to the Council.

9 Overdue payments

9.1 *Interest on overdue money*

- (a) The Applicant agrees to pay interest to the Council on any amount payable by it under this Agreement from when it becomes due for payment, during the period that it remains unpaid, on demand or at times determined by the Council, calculated on daily balances. The rate to be applied to each daily balance is the Interest Rate.

9.2 *Compounding*

- (a) Interest which is not paid when due for payment may be capitalised by the Council at intervals which the Council determines from time to time or, if no determination is made, then on the first day of each month. Interest is payable on capitalised interest at the rate and in the manner referred to in this Clause 9.

9.3 *Interest on liability merged in judgment or order*

- (a) If a liability under this Agreement becomes merged in a judgment or order, then the Applicant agrees to pay interest to the Council on the amount of that liability as an independent obligation. This interest accrues from the date the liability becomes due for payment both before and after the judgment or order until it is paid, at a rate that is the higher of the rate payable under the judgment or order and the rate referred to in this Clause 8.
- (b) For the avoidance of doubt, if a liability under this Agreement becomes merged in a judgment or order then the Developer will only be required to pay either interest payable under the judgment or order or interest calculated under this Clause 8 but not both.

10 Application of s 7.11, s 7.12 and s 7.24 of the Act to the Development

- 10.1 This Agreement does not exclude the application of section 7.11 of the Act to the Development.
- 10.2 This Agreement does not exclude the application of section 7.12 of the Act to the Development.
- 10.3 This Agreement does not exclude the application of section 7.24 of the Act to the Development.
- 10.4 The benefits under this Agreement are not to be taken into consideration in determining a development contribution under section 7.11 of the Act.

11 Amendment to Parramatta Local Environmental Plan

- 11.1** Since 28 November 2022, being the date of the Gateway Determination, the Parramatta Local Environmental Plan 2012 has been repealed and the provisions were transferred into the new Parramatta Local Environmental Plan 2023.
- 11.2** Pursuant to s 30A(2) of the Interpretation Act 1987, where provisions are transferred, the "transfer does not affect the operation (if any) or meaning of the provision, and accordingly the provision is to be construed as if it had not been so transferred."

12 Registration of this Agreement

12.1 Landowner Interest

The Landowner, being the registered proprietor of the Land at the time of execution of this Agreement, acknowledges that Council requires the registration of this Agreement on the folio of the Land under section 7.6 of the Act and that, on registration by the Registrar-General, this Agreement will be binding on and enforceable against the registered proprietor of the Land from time to time as if each registered proprietor for the time being had entered into this Agreement.

12.2 Registration of this Agreement

- (a) The Landowner agrees to procure the registration of this Agreement under the *Real Property Act 1900* (NSW) in the relevant folios of the Register of the Land in accordance with section 7.6 of the Act.
- (b) The Landowner, at its own expense, must:
- (i) procure the lodgement of this Agreement with the Registrar-General as soon as reasonably practicable after this Agreement comes into operation, but in any event, no later than 10 Business Days after that date;
 - (ii) procure the registration of this Agreement by the Registrar-General in the relevant folios of the Register for the Land as soon as reasonably practicable after this Agreement is lodged for registration; and
 - (iii) provide documentary evidence that the registration of this Agreement has been completed to Council within 5 Business Days of receiving confirmation that the registration has occurred.
- (c) The Landowner must at its own expense take all practical steps, and otherwise do anything that the Council reasonably requires to procure:
- (i) the consent of each person who:
 - (A) has an estate or interest in the relevant Land registered under the *Real Property Act 1900* (NSW); or
 - (B) is seized or possessed of an estate or interest in the Land,
 - (ii) an acceptance of the terms of this Agreement and an acknowledgement in writing from any existing mortgagees in relation to the relevant land that the mortgagees will adhere to the provisions of this Agreement if it takes possession of the land as mortgagee in possession,
 - (iii) the execution of any documents; and

- (iv) the production of the relevant duplicate certificates of title,
to enable the registration of this Agreement in accordance with this clause 12.2.
- (d) The Landowner consents to the registration of the Agreement in accordance with this clause 12.2.

12.3 Removal from Register

- (a) The Council will provide a release and discharge of this Agreement so that it may be removed from the folio of the Register for the Land (or any part of it) provided the Council is satisfied the Developer has duly fulfilled its obligations under this Agreement, and is not otherwise in default of any of the obligations under this Agreement. This release and discharge is to take place within 30 days of the Developer receiving the Occupation Certificate.
- (b) For the avoidance of doubt, the Council will provide a release and discharge allowing removal of this Agreement from the folio of the Register for any part of the Land to be subdivided into Residential Lots, provided that the Developer has fulfilled any obligations under this Agreement that, in accordance with the Contributions Table, will be due at the time an Occupation Certificate is to be issued for those Residential Lots to be released.

13 Caveat

13.1 Caveatable interest

The Applicant acknowledges that the rights under this Agreement give Council a caveatable interest in the Land and consents to the Council registering such a caveat.

13.2 Restriction on dealings

- (a) The Applicant (being the registered proprietor at the time of execution of this Agreement) is not to:
 - (i) sell or transfer the Land or any part of it, or
 - (ii) assign the Applicant's rights or obligations under this Agreement, or novate this Agreement,
to any person unless:
 - (i) the Applicant has, at no cost to the Council, first procured the execution by the person to whom the Land, or part thereof, is to be sold or transferred or the Applicant's rights or obligations under this Agreement are to be assigned or novated, of a Agreement in favour of the Council on terms reasonably satisfactory to the Council, and
 - (ii) the Council has given written notice to the Applicant or the Landowner (as the case may be) stating that it reasonably considers that the
 - (i) purchaser, transferee, assignee or novatee, is reasonably capable of performing its obligations under this Agreement, and
 - (ii) the Applicant or the Landowner (as the case may be) is not in breach of this Agreement, and
 - (iii) the Council otherwise consents to the transfer, assignment or novation, such consent not to be unreasonably withheld.
- (b) Subject to clause 1.1(c), the Applicant and the Landowner (as the case may be) acknowledges and agrees that it remains liable to fully perform its

obligations under this Agreement unless and until it has complied with its obligations under clause 13.2(a).

- (c) Clause 13.2(a) does not apply in relation to any sale or transfer of the Land if this Agreement is registered on the title to the Land at the time of the sale.

14 Review of this Agreement

- (a) This Agreement may be reviewed or modified. Any review or modification of this Agreement will be conducted in the circumstances and in the manner determined by the parties.
- (b) No modification or review of this Agreement will be of any force or effect unless it is in writing and signed by the parties to this Agreement.
- (c) A party is not in breach of this Agreement if it does not agree to an amendment to this Agreement requested by a party in, or as a consequence of, a review.

15 Dispute Resolution

15.1 Reference to Dispute

If a Dispute arises between the parties in relation to this Agreement, the parties must not commence any court proceedings relating to the dispute unless the parties have complied with this clause, except where a party seeks urgent interlocutory relief.

15.2 Notice of Dispute

The party wishing to commence the dispute resolution process must give written notice (Notice of Dispute) to the other parties of:

- (a) The nature of the Dispute,
- (b) The alleged basis of the Dispute, and
- (c) The position which the party issuing the Notice of Dispute believes is correct.

15.3 Representatives of Parties to Meet

- (a) The representatives of the parties must promptly (and in any event within 20 Business Days of the Notice of Dispute) meet in good faith to attempt to resolve the notified Dispute.
- (b) The parties may, without limitation:
 - (i) resolve the Dispute during the course of that meeting,
 - (ii) agree that further material or expert determination in accordance with clause 15.6 about a particular issue or consideration is needed to effectively resolve the Dispute (in which event the parties will, in good faith, agree to a timetable for resolution); or
 - (iii) agree that the parties are unlikely to resolve the dispute and, in good faith, agree to a form of alternative dispute resolution (including expert determination, arbitration or mediation) which is appropriate for the resolution of the relevant dispute.

15.4 Further Notice if Not Settled

If the dispute is not resolved within 10 Business Days after the nominated representatives have met, either party may give to the other a written notice calling for

determination of the dispute (Determination Notice) by mediation under clause 15.5 or by expert determination under clause 15.6.

15.5 Mediation

- (a) This clause applies to any Dispute arising in connection with this Agreement other than a Dispute to which clause 15.6 applies.
- (b) Such a Dispute is taken to arise if one Party gives another Party a notice in writing specifying particulars of the Dispute (Determination Notice).
- (c) If a Determination Notice is given under clause 15.6(b), the parties must agree in good faith to the terms of reference of the mediation within 15 Business Days of the receipt of the Determination Notice (the terms shall include a requirement that the mediation rules of the Institute of Arbitrators and Mediators Australia (NSW Chapter) apply);
- (d) The mediator will be agreed between the parties, or failing agreement within 15 Business Days of receipt of the Determination Notice, either Party may request the President of the Institute of Arbitrators and Mediators Australia (NSW Chapter) to appoint a mediator;
- (e) The mediator appointed pursuant to this clause 15.5 must:
 - (i) Have reasonable qualifications and practical experience in the area of the dispute; and
 - (ii) Have no interest or duty which conflicts or may conflict with his or her function as a mediator he or she being required to fully disclose any such interest or duty before his or her appointment;
- (f) The mediator shall be required to undertake to keep confidential all matters coming to his or her knowledge by reason of his or her appointment and performance of his or her duties;
- (g) The parties must within 15 Business Days of receipt of the Determination Notice notify each other of their representatives who will be involved in the mediation (except if a resolution of the Council is required to appoint a representative, the Council must advise of the representative within 5 Business Days of the resolution);
- (h) If the parties agree to resolve the Dispute is resolved by mediation, then the parties agree to be bound by a mediation settlement and may only initiate judicial proceedings in respect of a dispute which is the subject of a mediation settlement for the purpose of enforcing that mediation settlement; and
- (i) In relation to costs and expenses:
 - (i) Each party will bear its own professional and expert costs incurred in connection with the mediation; and
 - (ii) The costs of the mediator will be shared equally by the parties unless the mediator determines that a party has engaged in vexatious or unconscionable behaviour in which case the mediator may require the full costs of the mediation to be borne by that party.

15.6 Expert determination

If the Dispute is not resolved under clause 15.3 or clause 15.5, or the parties otherwise agree that the dispute may be resolved by expert determination, the parties may refer the dispute to a qualified expert if the Parties to the Dispute agree that it can be so determined, in which event:

- (a) A Dispute to which this clause applies, must be determined by an independent expert in the relevant field:
 - (i) Agreed upon and appointed jointly by the parties; and
 - (ii) In the event that no agreement is reached or no appointment is made within 20 Business Days of the agreement to refer the dispute to an expert, appointed on application of a party by the then President of the Law Society of New South Wales;
- (b) The expert must be appointed in writing and the terms of the appointment must not be inconsistent with this clause;
- (c) The determination of the dispute by such an expert will be made as an expert and not as an arbitrator and will be in writing and contain the reasons for the determination;
- (d) The expert will determine the rules for the conduct of the process but must conduct the process in accordance with the rules of natural justice;
- (e) Each party will bear its own costs in connection with the process and the determination by the expert and will share equally the expert's fees and costs; and
- (f) Any determination made by an expert pursuant to this clause is final and binding upon the parties except unless:
 - (i) Within 20 Business Days of receiving the determination, a party gives written notice to the other party that it does not agree with the determination and commences litigation; or
 - (ii) The determination is in respect of, or relates to, termination or purported termination of this Agreement by any party, in which event the expert is deemed to be giving a non-binding appraisal.

15.7 Litigation

If the dispute is not finally resolved in accordance with this clause 15, then either party is at liberty to litigate the dispute.

15.8 No suspension of contractual obligations

Subject to any interlocutory order obtained under clause 15.1, the referral to or undertaking of a dispute resolution process under this clause 15.1 does not suspend the parties' obligations under this Agreement.

16 Enforcement

16.1 Default

- (a) In the event a party considers another party has failed to perform and fulfil an obligation under this Agreement, it may give notice in writing to the other party (Default Notice) giving all particulars of the matters in respect of which it considers default has occurred and by such notice require the default to be remedied within a reasonable time not being less than 21 days.
- (b) In determining a reasonable time, regard must be had to both the nature of the default and the work or other action required to remedy it and whether or not the continuation of the default constitutes a public nuisance or raises other circumstances of urgency or emergency, imposes an undue delay on performance of this Agreement, or imposes upon the Developer additional financial burdens.
- (c) If a party disputes the Default Notice it may refer the dispute to dispute resolution under clause 11 of this Agreement.

16.2 General Enforcement

- (a) Without limiting any other remedies available to the parties, this Agreement may be enforced by any party in any Court of competent jurisdiction.
- (b) Nothing in this Agreement prevents:
 - (i) a party from bringing proceedings in the Land and Environment Court to enforce any aspect of this agreement or any matter to which this agreement relates; and
 - (ii) the Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this Agreement or any matter to which this Agreement relates.

17 Assignment and Dealings

17.1 Assignment

- (a) A party must not assign or deal with any right under this agreement without the prior written consent of the other parties, which must not be unreasonably withheld.
- (b) Any change of ownership or control (as defined in section 50AA of the *Commonwealth Corporations Act 2001*) of a party (excluding the Council) shall be deemed to be an assignment of this Agreement for the purposes of this clause.
- (c) Any purported dealing in breach of this clause is of no effect.

18 Approvals and consents

Except as otherwise set out in this Agreement, and subject to any statutory obligations, a party may give or withhold an approval or consent to be given under this Agreement in that party's absolute discretion and subject to any conditions determined by the party. A party is not obligated to give its reasons for giving or withholding consent or for giving consent subject to conditions, provided that the withholding is reasonable, fair, and the issue attaching to it can be reasonably remedied by the parties, and

- (a) Where the parties can reasonably remedy the underlying issue(s), it is agreed among the parties that the matter is to be negotiated in good faith.

19 No fetter

19.1 Discretion

This Agreement is not intended to operate to fetter, in any manner, the exercise of any statutory power or discretion of the Council, including, but not limited to, any statutory power or discretion of the Council relating to the Development Application or any other application for Development Consent (all referred to in this Agreement as a "Discretion").

19.2 No fetter

No provision of this Agreement is intended to constitute any fetter on the exercise of any Discretion. If, contrary to the operation of this clause, any provision of this Agreement is held by a court of competent jurisdiction to constitute a fetter on any Discretion, the parties agree:

- (a) They will take all practical steps, including the execution of any further documents, to ensure the objective of this clause is substantially satisfied,
- (b) In the event that (a) cannot be achieved without giving rise to a fetter on the exercise of a Discretion, the relevant provision is to be severed and the remainder of this Agreement has full force and effect, and
- (c) To endeavour to satisfy the common objectives of the parties in relation to the provision of this Agreement which is to be held to be a fetter on the extent that is possible having regard to the relevant court judgment.

19.3 Planning Certificates

The Developer acknowledges that Council may, at its discretion, include advice on any planning certificate issued under section 10.7 of the Act that this Agreement affects the Land.

20 Notices

20.1 Notices

Any notice given under or in connection with this Agreement (Notice):

- (a) must be in writing and signed by a person duly authorised by the sender,
- (b) must be addressed as follows and delivered to the intended recipient by hand, by prepaid post or by email at the address below, or at the address last notified by the intended recipient to the sender after the date of this Agreement:

(i) to City of Parramatta Council: PO Box 32, Parramatta, NSW 2124
Email: acrkovski@cityofparramatta.nsw.gov.au
Attention: Senior Development Manager, Property Development Group

(ii) to Zaki Property Pty Ltd ATF Zaki Property Trust: Suite 1.04, Level 1, Quad 1, 8 Parkview Drive, Sydney Olympic Park
Email: veselin@littlezaks.com.au
Attention: Veselin Krajcic, Development Director

- (c) is taken to be given or made:
 - (i) in the case of hand delivery, when delivered;
 - (ii) in the case of delivery by post, three Business Days after the date of posting (if posted to an address in the same country) or seven Business Days after the date of posting (if posted to an address in another country); and
 - (iii) in the case of an email, when the sender receives an email acknowledgement from the recipient's information system showing the email has been delivered to the email address for the recipient stated in clause 20.1(b); and
- (d) if under clause (c) a Notice would be taken to be given or made on a day that is not a Business Day in the place to which the Notice is sent, or later than 4.00 pm (local time), it is taken to have been given or made at the start of business on the next Business Day in that place.

20.2 Notices sent by email:

- (a) A party may serve a Notice by email if the Notice:
 - (i) includes a signature block specifying:
 - (A) the name of the person sending the Notice; and
 - (B) the sender's position within the relevant party;
 - (ii) states in the body of the message or the subject field that it is sent as a Notice under this Agreement;
 - (iii) contains an express statement that the person sending the Notice has the authority to serve a Notice under this Agreement;
 - (iv) is sent to the email address below or the email address last notified by the intended recipient to the sender:

(A) to City of Parramatta Council:	Attention: Senior Development Manager, Property Development Group acrkovski@cityofparramatta.nsw.gov.au
(B) to Zaki Property Pty Ltd ATF Zaki Property Trust:	Attention: Veselin Krajcic, Development Director veselin@littlezaks.com.au

- (b) The recipient of a Notice served under this clause 20.2 must:
 - (i) promptly acknowledge receipt of the Notice; and
 - (ii) keep an electronic copy of the Notice,
- (c) Failure to comply with clause 20.2 does not invalidate service of a Notice under this clause.

20.3 Receipt of Notices sent by email

- (a) A Notice sent under clause 20.2 is taken to be given or made:
 - (i) when the sender receives an email acknowledgement from the recipient's information system showing the Notice has been delivered to the email address stated above;
 - (ii) when the Notice enters an information system controlled by the recipient; or
 - (iii) when the Notice is first opened or read by the recipient,whichever occurs first.
- (b) If under clause 20.3 a Notice would be taken to be given or made on a day that is not a Business Day in the place to which the Notice is sent, or later than 4.00 pm (local time), it will be taken to have been given or made at the start of business on the next Business Day in that place.

16.4 Notices sent by email generally

- a) Parties agree that Notices served under sections 16.2 and 16.3 have effect only as related to the communication between the Parties listed on the cover page; and
- b) For the avoidance of doubt, clauses 16.2 and 16.3 do not exclude the requirements of Service as stipulated in New South Wales, and where applicable, Commonwealth law.

21 Release and Discharge

The Council will promptly notify the Developer and the Landowner in writing that they are released and discharged from their obligations under this Agreement if any of the following occur:

- (a) The amendment to the LEP is declared void or invalid by a Court of competent jurisdiction and all opportunities for appeal have been exhausted.
- (b) The Developer and Landowner have fulfilled all of their obligations under this Agreement to the Council's reasonable satisfaction.
- (c) The parties agree in writing to terminate the Agreement on the basis that the performance of the Agreement has been frustrated by an event outside the control of the parties to this Agreement.
- (d) A decision is made by the NSW Government to not make the amendment to the LEP and communicated to the parties in writing, and Council (acting reasonably) is satisfied that the amendment to the LEP will not be made.

22 General

22.1 Relationship between parties

- (a) Nothing in this Agreement
 - (i) constitutes a partnership between the parties; or
 - (ii) except as expressly provided, makes a party an agent of another party for any purpose.

- (b) A party cannot in any way or for any purpose:
 - (i) bind another party; or
 - (ii) contract in the name of another party.
- (c) If a party must fulfil an obligation and that party is dependent on another party, then that other party must do each thing reasonably within its power to assist the other in the performance of that obligation.

22.2 Landowner Obligations

Any clause of this Agreement that requires the Developer to do any thing or imposes an obligation on the Developer, constitutes a requirement for the Landowner to procure that thing to be done or that obligation to be met, either by the Landowner, the Developer or another entity as requested by the Developer, so far as the requirement or obligation applies to that part of the Land owned by the Landowner.

22.3 Time for doing acts

- (a) If the time for doing any act or thing required to be done or a notice period specified in this Agreement expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.
- (b) If any act or thing required to be done is done after 5.00 pm on the specified day, it is taken to have been done on the following Business Day.

22.4 Further assurances

Each party must promptly execute all documents and do all other things reasonably necessary or desirable to give effect to the arrangements recorded in this Agreement.

22.5 Joint and individual liability and benefits

Except as otherwise set out in this Agreement, any agreement, covenant, representation or warranty under this agreement by two or more persons binds them jointly and each of them individually, and any benefit in favour of two or more persons is for the benefit of them jointly and each of them individually.

22.6 Variations and Amendments

A provision of this Agreement can only be varied by a later written document executed by or on behalf of all parties and in accordance with the provisions of the Act.

22.7 Counterparts

This Agreement may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

22.8 Legal expenses and stamp duty

- (a) The Developer must pay Council's legal costs and disbursements in connection with the negotiation, preparation, execution, carrying into effect, enforcement and release and discharge of this Agreement, including the reasonable costs of obtaining any legal advice in connection with this Agreement, no later than 10 Business Days after receiving a demand from the Council to pay such costs.

- (b) The Developer agrees to pay or reimburse the costs and expenses incurred by Council in connection with the advertising and exhibition of this Agreement in accordance with the Act.
- (c) The Developer agrees to pay Council any administrative fees as required by Council, acting reasonably, in connection with the administration of this Agreement.

22.9 Entire Agreement

The contents of this Agreement constitute the entire agreement between the parties and supersede any prior negotiations, representations, understandings or arrangements made between the parties regarding the subject matter of this Agreement, whether orally or in writing,

- (a) A sole exception to clause 18.9 is the Voluntary Planning Agreement Letter of Intent Version 5 dated 2 June 2021.

22.10 Representations and warranties

The parties represent and warrant that they have the power and authority to enter into this Agreement and comply with their obligations under the agreement and that entry into this Agreement will not result in the breach of any law.

22.11 Surrender of right of appeal

The Applicant is not to commence or maintain, or to cause or procure the commencement or maintenance, of any proceedings in any court or tribunal or similar body appealing against, or questioning the validity of this Agreement in so far as the subject-matter of the proceedings relates to this Agreement.

22.12 No waiver

The failure, delay or omission by a party to exercise, or to partially exercise, a right, power or remedy under this Agreement does not operate as a waiver of that right, power or remedy. A party which exercises, or partially exercises, a right, power or remedy maintains its right to further exercise the same right, power or remedy or to exercise another right, power or remedy. A party waives a right, power or remedy only by explicitly doing so in a written notice to the other party and the waiver is strictly limited to the matters specified in the notice.

22.13 Severability

If a clause or part of a clause of this Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Agreement, but the rest of this Agreement is not affected;

- (a) Unless the severed clause was a material incentive for a party to enter into this Agreement. If so, clause 17(c) may be applicable at the first instance.

22.14 Invalidity

- (a) A word or provision must be read down if:
 - (i) this Agreement is void, voidable, or unenforceable if it is not read down;
 - (ii) this Agreement will not be void, voidable or unenforceable if it is read down; and
 - (iii) the provision is capable of being read down.
- (b) A word or provision must be severed if:
 - (i) despite the operation of clause (a), the provision is void, voidable or unenforceable if it is not severed; and
 - (ii) this Agreement will be void, voidable or unenforceable if it is not severed.
- (c) The remainder of this Agreement has full effect even if clause 22.14(b) applies.

22.15 Waiver

- (a) A right or remedy created by this Agreement cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right or remedy does not constitute a waiver of that right or remedy, nor does a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.
- (b) The fact that a party fails to do, or delays in doing, something the party is entitled to do under this Agreement, does not amount to a waiver of any obligation of, or breach of obligation by, another party. A waiver by a party is only effective if it is in writing. A written waiver by a party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

22.16 GST

- (a) Words and expressions which are not defined in this Agreement but which have a defined meaning in GST Law have the same meaning as in the GST Law.
- (b) Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this Agreement are exclusive of GST.
- (c) If GST is imposed on any supply made under or in accordance with this Agreement, the Developer must pay the GST or pay to the Council an amount equal to the GST payable on or for the taxable supply, whichever is appropriate in the circumstances.
- (d) If the Council is obliged to pay any GST on any supply made under or in accordance with this Agreement, the Developer indemnifies the Council for the amount of any such payment is required to make.

22.17 Governing law and jurisdiction

- (a) The laws applicable in New South Wales govern this Agreement.
- (b) The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.



Schedule 1 - Contributions Table

No.	Item	Public Purpose	Type of Contribution	Scope	Timing of Provision	Timing for provision of Bank Guarantee	Estimated Amount / Value of Item
1.	Monetary Contribution OR Construction of Shared Pathway	The provision of a shared path which can be used by the public or a portion of the public	Cheque or Electronic Bank Transfer.	If the Proposed Development Consent reflects the Base Dwelling Yield or any development scenario that can accommodate dwellings less than the Base Dwelling Yield.	<p>If the Applicant elects to make a Monetary Contribution, this Monetary Contribution is payable within fourteen (14) days the earlier of:</p> <p>(i) the issue of a valid tax invoice for the Contribution in the name of the Applicant; or</p> <p>(ii) receipt by the Applicant of the Construction Certificate for the Proposed Development Application.</p> <p>If the Applicant elects to construct a Shared Pathway, this Shared Pathway must be constructed within twelve (12) months of the date of election.</p>	N/A	\$300,000 plus GST OR Construction of Shared Pathway




No.	Item	Public Purpose	Type of Contribution	Scope	Timing of Provision	Timing for provision of Bank Guarantee	Estimated Amount / Value of Item
2.	Monetary Contribution.	The provision of a shared path which can be used by the public or a portion of the public	Cheque or Electronic Bank Transfer.	If the Proposed Development Consent reflects the Maximum Dwelling Yield	<p>This Monetary Contribution is payable within fourteen (14) days the earlier of:</p> <p>(i) the issue of a valid tax invoice for the Contribution in the name of the Applicant; or</p> <p>(ii) receipt by the Applicant of the Construction Certificate for the Proposed Development Application.</p>	N/A	\$300,000 plus GST plus \$75,000 x additional dwelling (from the Base Dwelling Yield)
TOTAL OF CONTRIBUTION TO BE DETERMINED ONCE DWELLING YIELD ASCERTAINED (excluding Maintenance)							

Schedule 2 – Letter of Offer



Zaki Property Pty Ltd T/As Zaki Property Trust
PO Box 1026
Meadowbank NSW 2114
Ph. (02) 8036 8390

ABN: 85 020 549 690

29 September 2022

General Manager,
City of Parramatta Council,

Initial Voluntary Planning Agreement Letter of Offer: 8 Lincluden Place, Oatlands.

Zaki Property Pty Ltd ATF Zaki Property Trust offers to enter into discussions regarding a Planning Agreement to be negotiated with Council under Section 7.4 of the *Environmental Planning and Assessment Act 1979* in connection with a Planning Proposal for 8 Lincluden Place, Oatlands.

The Planning Proposal seeks to alter the zoning from SP2 to R2 low density and the proposal will facilitate additional development potential on the site. The current architectural concepts show 2 additional dwellings on Gollan Avenue and retention of the existing buildings associated with the prior Educational Establishment. Discussions have occurred regarding a Rehabilitation Centre through adaptative re-use and alterations and additions to that part of the site. The final development outcome is not known however we acknowledge that local infrastructure demand will increase arising from the uplift that is sought by the Planning Proposal. The base outcome would be the creation of 2 dwellings and the retention of the educational establishment on the land.

This letter confirms the proponent's willingness to enter a Planning Agreement to support the Planning Proposal. The proponent would agree to enter discussions regarding a contribution to the footpath upgrades along Pennant Hills Road between Gollan and Glencoe Avenue. We note and agree that the exact amount of the contribution to be delivered will be determined through ongoing consultation with Council and be progressed if and when Gateway Determination is achieved.

This could be delivered either by way of a cash contribution or material public benefit (i.e. land dedication and physical works- or a combination of the two (2).

We also note that suitable valuations would be necessary to determine the cost of any infrastructure works and the value of any land dedication to ensure that a suitable 'value' is placed on such items if that is the way that the Planning Agreement is structured.

Yours faithfully

Maged Zaki
Director and Authorised Officer
Zaki Property Pty Ltd ATF Zaki Property Trust

Schedule 3 – Planning Proposal





**CITY OF
PARRAMATTA**

PLANNING PROPOSAL

8 LINCLUDEN PLACE, OATLANDS

A handwritten signature in black ink, appearing to be 'C. B.', located to the left of a large teal curved line.

A handwritten signature in black ink, appearing to be 'M. J. W. J.', located to the right of a large teal curved line.

TABLE OF CONTENTS

TABLE OF CONTENTS.....	2
INTRODUCTION	4
PART 1 – OBJECTIVES OR INTENDED OUTCOMES	8
PART 2 – EXPLANATION OF PROVISIONS.....	9
PART 3 – JUSTIFICATION	10
PART 4 – MAPPING	28
PART 5 – COMMUNITY CONSULTATION	38
PART 6 – PROJECT TIMELINE.....	40
Appendix 1 – Heritage Impact Statement.....	41
Appendix 2 – Traffic Assessment Study.....	42

Planning Proposal drafts

Proponent versions:

No.	Author	Version
1.	Think Planners	Submitted to Council for assessment – August 2021

Council versions:

No.	Author	Version
1.	City of Parramatta Council	Report to Local Planning Panel and Council on the assessment of Planning Proposal – October 2022 Submission to Department of Planning and Environment seeking Gateway Determination – December 2022
2.	City of Parramatta Council	Amendments updating Planning Proposal following Gateway Determination – December 2023

INTRODUCTION

This planning proposal explains the intended effect of, and justification for, the proposed amendment to *Parramatta Local Environmental Plan 2023*. It has been prepared in accordance with Section 3.33 of the *Environmental Planning and Assessment Act 1979* and the Department of Planning and Environment (DPE) guide, 'A Guide to Preparing Local Environment Plans' (December 2021).

Background and context

The Site

On 5 November 2021, Council received a Planning Proposal from Think Planners Pty Ltd on behalf of Zaki Property Pty Ltd ATF Zaki Property Trust relating to the land at 8 Lincluden Place, Oatlands. The site is legally defined as Lot 3 DP 775621 and has a site area of approximately 4,249sqm. The site is currently zoned part SP2 Infrastructure (Educational Establishment) and part SP2 Infrastructure (Classified Road).

The site is located at the northern end of a cul-de-sac with boundaries on Lincluden Place, Gollan Avenue and Pennant Hills Road. The site is shown in Figure 1, below.



Figure 1 – Site at 8 Lincluden Place, Oatlands, subject to the Planning Proposal

The site served as an educational facility, the Garfield Barwick School, until its sale in 2019 by the previous owners, the Royal Institute for Deaf and Blind Children, and currently includes an education building, carparking and outdoor play spaces. The existing building on site provides approximately 1320spm of multipurpose floor space, including kitchens, multipurpose rooms, classrooms, offices, and storage. The facility is not currently in use.

The land to the east and southeast is zoned R2 Low Density Residential comprising low density housing. The adjoining property to the west is zoned SP2 Infrastructure (Educational Establishment) and is occupied by the Alan Walker College. Further SP2 Infrastructure (Educational Establishment) zones are located on the northern side of Pennant Hills Road, with Burnside Public School and the grounds of the Kings School directly opposite the site. Tara Anglican School for Girls, and Redeemer Baptist School are also within proximity to the site (refer Figure 2).



Figure 2 – Educational Establishments within the vicinity of the site at 8 Lincluden Place, Oatlands.



Figure 3 – Street view of the site 8 Lincluden Place, Oatlands from Lincluden Place.

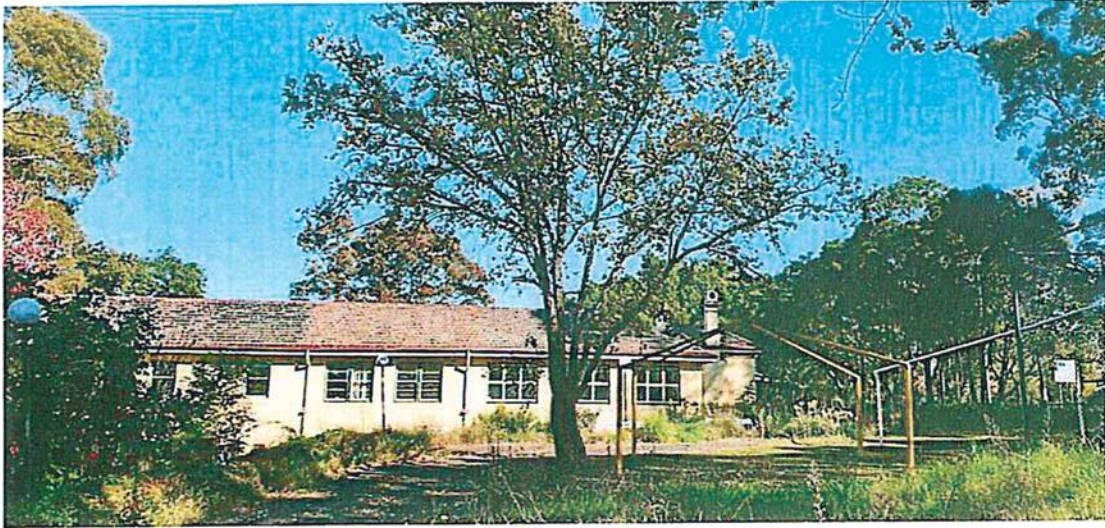


Figure 4 – Street view of the site 8 Lincluden Place, Oatlands from Gollan Avenue.

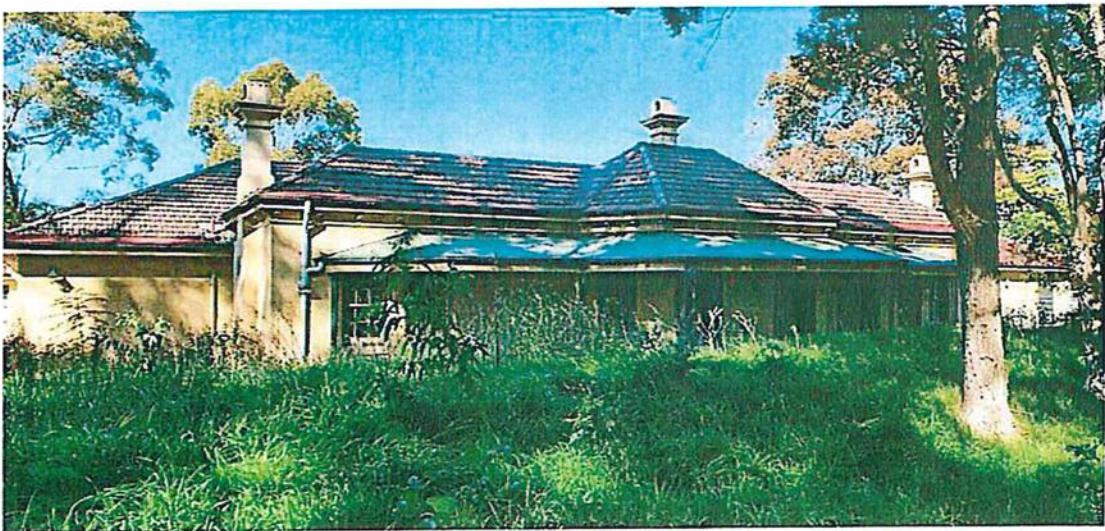


Figure 5 – Street view of the site 8 Lincluden Place, Oatlands from Pennant Hills Road.

Background

Under *Parramatta Local Environmental Plan 2023* the site:

- is zoned part SP2 Infrastructure (Educational Establishment) and part SP2 Infrastructure (Classified Road);
- has a minimum lot size of 700sqm;
- has a maximum building height of 9 metres;
- has no maximum Floor Space Ratio (FSR);
- is located within the Burnside Homes Heritage Conservation Area.

The site is located within the Burnside Homes Heritage Conservation Area, however the building currently on site is not identified as a heritage item.

An extract of each the above maps is provided in Part 4 – Mapping; specifically, Section 4.1 Existing controls.

PART 1 – OBJECTIVES OR INTENDED OUTCOMES

The objective of this Planning Proposal is to amend the *Parramatta Local Environmental Plan 2023* to enable the rezoning of the subject site to R2 Low Density Residential to accommodate future low density residential housing.

The intended outcome of the Planning Proposal is to increase the availability of housing, by rezoning the site consistent with the underlying zoning of surrounding properties.

The Planning Proposal seeks to achieve these intended outcomes through an amendment to the *Parramatta Local Environmental Plan 2023*, to rezone the land zoned SP2 Infrastructure (Educational Establishment) to R2 Low Density Residential. In accordance with surrounding properties zoned R2 Low Density Residential, the Planning Proposal will amend *Parramatta Local Environmental Plan 2023* to apply a Floor Space Ratio of 0.5:1 and identify the site as 'S' (subdivisions) on the Dual Occupancy Prohibition map. The Planning Proposed is accompanied by technical studies to support the proposed changes (refer to Appendix 1 and 2).

PART 2 – EXPLANATION OF PROVISIONS

This Planning Proposal seeks to amend *Parramatta Local Environmental Plan 2023* in relation to the zoning, floor space ratio and dual occupancy prohibition controls.

In order to achieve the desired objectives, the following amendments to the *Parramatta Local Environmental Plan 2023* are required:

Amend the zone in the **Land Zoning Map** from part SP2 Infrastructure (Educational Establishment) and part SP2 Infrastructure (Classified Road) to part R2 Low Density Residential and part SP2 Infrastructure (Classified Road). Refer to **Figure 18** in Part 4 of this Planning Proposal.

Amend the maximum floor space ratio in the **Floor Space Ratio Map** from no floor space ratio control to 0.5:1. Refer to **Figure 19** in Part 4 of this Planning Proposal.

Amend the **Dual Occupancy Prohibition Map** to identify the site as 'S' (subdivisions) on the Dual Occupancy Prohibition map. Refer to **Figure 20** in Part 4 of this Planning Proposal.

Notes:

The above planning provisions were updated in accordance with the Gateway determination issued by the Department of Planning and Environment. Condition 1 of the Gateway determination required the Planning Proposal to be updated prior to public exhibition to align with the *Parramatta Local Environmental Plan 2023* that came into effect on 2 March 2023. Subsequently, the Planning Proposal applies controls consistent with the surrounding properties zoned R2 Low Density Residential.

2.1 Other relevant matters

2.1.1 Voluntary Planning Agreement

It is noted that the proponent provided a Letter of Offer on 29 September 2022, outlining willingness to enter into a Planning Agreement associated with the Planning Proposal. The Letter of Offer provides for pedestrian upgrades to address increased infrastructure demand generated by the proposed development. It is intended that the Planning Agreement is structured to allow a base development scenario up to an envisaged maximum development scenario, and triggers for revision of the Planning Agreement should development vary from this.

PART 3 – JUSTIFICATION OF STRATEGIC AND SITE-SPECIFIC MERIT

This part describes the reasons for the proposed outcomes and development standards in the Planning Proposal.

3.1 Section A - Need for the Planning Proposal

This section establishes the need for a Planning Proposal in achieving the key outcome and objectives. The set questions address the strategic origins of the Planning Proposal, and whether amending the LEP is the best mechanism to achieve the intended outcome of the Planning Proposal.

3.1.1 Is the Planning Proposal a result of an endorsed local strategic planning statement, strategic study or report?

Local Strategic Planning Statement (LSPS)

Council's adopted Local Strategic Planning Statement (LSPS) provides strategic direction on how the City of Parramatta is planning for the future growth of the city and draws together the needs and aspirations of the community. It identifies priorities for jobs, home and infrastructure. The LSPS contains actions and priorities to help Council achieve the vision of the State Government's Greater Sydney Region Plan and Central City District Plan and highlights its important role as the Central River City.

The LSPS additionally identifies the need to preserve and enhance the low-scale character of suburban Parramatta outside of the Greater Parramatta and Olympic Park (GPOP) area and Epping Strategic Centre through 'Planning Priority 5' which relates to maintaining lower density residential zones in areas outside of identified growth precincts across the city. As Oatlands is not in, or adjacent to, an identified growth precinct, this Planning Proposal is strategically aligned with Planning Priority 5 in the LSPS. This consistency is highlighted in Table 3.

Table 3 – Consistency of Planning Proposal with City of Parramatta Local Strategic Planning Statement

Priority/Direction/Action	Response
Planning Priority 5 Policy Direction P17 Maintain lower density residential zones, with a maximum height of 2 storeys, throughout suburban Parramatta.	Consistent. This Planning Proposal is in an area outside of a growth precinct and proposes an R2 Low Density Rezoning that is consistent with surrounding zoning.

Local Housing Strategy (LHS)

The Planning Proposal is consistent with the City of Parramatta Local Housing Strategy (LHS), which provides direction at the local level about when and where future housing growth will occur, and how it aligns with the broader NSW-government strategic planning framework. The LHS identifies that the city will require a small increase of housing stock in areas outside of the identified growth precincts.

3.1.2 Is the Planning Proposal the best means of achieving the objectives or intended outcomes, or is there a better way?

The Planning Proposal is the best and most appropriate means of achieving the desired future redevelopment on the site. Accordingly, an amendment to the *Parramatta Local Environmental Plan 2023* to re-zone the site as R2 Low Density Residential, and apply relevant floor space ratio and dual occupancy subdivision prohibition controls, is an appropriate mechanism to achieve consistency with the surrounding land uses for this site.

3.2 Section B – Relationship to strategic planning framework

This section assesses the relevance of the Planning Proposal to the directions outlined in key strategic planning policy documents. Questions in this section consider state and local government plans including the NSW Government's Plan for Growing Sydney and subregional strategy, State Environmental Planning Policies, local strategic and community plans and applicable Ministerial Directions.

3.2.1 Will the Planning Proposal give effect to the objectives and actions of the applicable regional, or district plan or strategy (including any exhibited draft plans or strategies)?

A Metropolis of Three Cities

In March 2018, the NSW Government released the *Greater Sydney Region Plan: A Metropolis of Three Cities* ("the GSRP") a 20 year plan which outlines a three-city vision for metropolitan Sydney for to the year 2036.

The GSRP is structured under four themes: Infrastructure and Collaboration, Liveability, Productivity and Sustainability. Within these themes are 10 directions that each contain Potential Indicators and, generally, a suite of objective/s supported by a Strategy or Strategies. Those objectives and or strategies relevant to this Planning Proposal are discussed below.

Infrastructure and Collaboration

An assessment of the Planning Proposal's consistency with the GSRP's relevant Infrastructure and Collaboration objectives is provided in Table 4a, below.

Table 4a – Consistency of Planning Proposal with relevant GSRP Actions – Infrastructure and Collaboration

Infrastructure and Collaboration Direction	Relevant Objective	Comment
A city supported by infrastructure	O1: Infrastructure supports the three cities O2: Infrastructure aligns with forecast growth – growth infrastructure compact O3: Infrastructure adapts to meet future need O4: Infrastructure use is optimised	This Planning Proposal is supported by a Planning Agreement providing for pedestrian upgrades to address increased infrastructure demand generated by the proposed development. The Planning Agreement is structured to allow a base development scenario up to a maximum development scenario, and triggers for revision of the Planning Agreement should development vary from this.

Liveability

An assessment of the Planning Proposal's consistency with the GSRP's relevant Liveability objectives is provided in Table 4b, below.

Table 4b – Consistency of Planning Proposal with relevant GSRP Actions – Liveability

Liveability Direction	Relevant Objective	Comment
A city for people	O6: Services and infrastructure meet communities' changing needs	This Planning Proposal seeks to remove the current SP2 Infrastructure (Educational Establishment) in favour of R2 Low Density Residential zoning. It is noted that the site had previously accommodated a private school and has not been used as an educational establishment since 2019. This zoning change will not have an impact on current educational service in the Oatlands catchment area.
	O7: Communities are healthy, resilient and socially connected	
	O8: Greater Sydney's communities are culturally rich with diverse neighbourhoods	
	O9: Greater Sydney celebrates the arts and supports creative industries and innovation	
Housing the city	O10: Greater housing supply	This Planning Proposal will contribute to greater housing supply. The intended outcome of the Planning Proposal is to increase the availability of housing, by rezoning the site consistent with the underlying zoning of surrounding properties.
	O11: Housing is more diverse and affordable	The rezoning will contribute to the diversity and affordability of low-density housing.
A city of great places	O13: Environmental heritage is identified, conserved and enhanced	The site itself does not contain a heritage item; however, is within the Burnside Homes Heritage Conservation Area. As such, any future Development Applications will be assessed against current heritage controls and will be accompanied by a Statement of Heritage Impact to ensure development is respectful of the Burnside Homes Conservation Area (refer to Appendix 1).

Productivity

An assessment of the Planning Proposal's consistency with the GSRP's relevant Productivity objectives is provided in Table 4c, below.

Table 4c – Consistency of Planning Proposal with relevant GSRP Actions – Productivity

Productivity Direction	Relevant Objective	Comment
A well-connected city	O14: The plan integrates land use and transport creates walkable and 30-minute cities	This Planning Proposal is not located in an identified growth precinct and does not contribute to the establishment of a 30-minute city.
	O15: The Eastern, GOP and Western Economic Corridors are better connected and more competitive	N/A This Planning Proposal is not located in the Eastern, GOP or Western Economic Corridors.
Jobs and skills for the city	O19: Greater Parramatta is stronger and better connected O21: Internationally competitive health, education, research and innovation precincts O22: Investment and business activity	N/A This Planning Proposal is related to residential land only. It is noted that the northern portion of this site is currently zoned SP2 Infrastructure (Classified Road), and is identified on the Land

	in centres O23: Industrial and urban services land is planned, retained and managed O24: Economic sectors are targeted for success	Reservation Acquisition Map. This Planning Proposal seeks to retain the land zoned SP2 Infrastructure (Classified Road).
--	--	--

Sustainability

An assessment of the Planning Proposal's consistency with the GSRP's relevant Sustainability objectives is provided in Table 4d, below.

Table 4d – Consistency of Planning Proposal with relevant GSRP Actions – Sustainability

Sustainability Direction	Relevant Objective	Comment
A city in its landscape	O25: The coast and waterways are protected and healthier O27: Biodiversity is protected, urban bushland and remnant vegetation is enhanced O28: Scenic and cultural landscapes are protected O29: Environmental, social and economic values in rural areas are protected and enhanced O30: Urban tree canopy cover is increased O31: Public open space is accessible, protected and enhanced O32: The Green grid links Parks, open spaces, bushland and walking and cycling paths	N/A This Planning Proposal is located in an existing urban area and does not impact biodiversity or bushland.
An efficient city	O33: A low-carbon city contributes to net-zero emissions by 2050 and mitigates climate change O34: Energy and water flows are captured, used and re-used O35: More waste is re-used and recycled to support the development of a circular economy	N/A This Planning Proposal does not respond to energy, waste or water efficiencies. Detailed assessment of these issues may be considered at the DA stage.
A resilient city	O36: People and places adapt to climate change and future shocks and stresses O37: Exposure to natural and urban hazards is reduced O38: Heatwaves and extreme heat are managed	The site is not located in a flood prone area.

Implementation

An assessment of the Planning Proposal's consistency with the GSRP's relevant Implementation objectives is provided in Table 4e, below.

Table 4e– Consistency of Planning Proposal with relevant GSRP Actions – Implementation

Implementation Direction	Relevant Objective	Comment
Implementation	O39: A collaborative approach to city planning	The Planning Proposal is consistent with the State Government's Planning Proposal process in accordance with the 'A Guide to Preparing Planning Proposals'. The Planning Proposal considers other strategic planning documents including the Central City District Plan and local strategies. This will be further discussed below.

Central City District Plan

In March 2018, the NSW Government released *Central City District Plan* which outlines a 20 year plan for the Central City District which comprises The Hills, Blacktown, Cumberland and Parramatta local government areas.

Taking its lead from the GSRP, the *Central City District Plan* ("CCDP") is also structured under four themes relating to Infrastructure and Collaboration, Liveability, Productivity and Sustainability. Within these themes are Planning Priorities that are each supported by corresponding Actions. Those Planning Priorities and Actions relevant to this Planning Proposal are discussed below.

Infrastructure and Collaboration

An assessment of the Planning Proposal's consistency with the CCDP's relevant Infrastructure and Collaboration Priorities and Actions is provided in Table 5a, below.

Table 5a – Consistency of Planning Proposal with relevant CCDP Actions – Infrastructure and Collaboration

Infrastructure and Collaboration Direction	Planning Priority/Action	Comment
<p>A city supported by infrastructure</p> <p>O1: Infrastructure supports the three cities</p> <p>O2: Infrastructure aligns with forecast growth – growth infrastructure compact</p> <p>O3: Infrastructure adapts to meet future need</p> <p>O4: Infrastructure use is optimised</p>	<p>PP C1: Planning for a city supported by infrastructure</p> <ul style="list-style-type: none"> A1: Prioritise infrastructure investments to support the vision of <i>A metropolis</i> A2: Sequence growth across the three cities to promote north-south and east-west connections A3: Align forecast growth with infrastructure A4: Sequence infrastructure provision using a place based approach A5: Consider the adaptability of infrastructure and its potential shared use when preparing infrastructure strategies and plans A6: Maximise the utility of existing infrastructure assets and consider strategies to influence behaviour changes to reduce the demand for new infrastructure, supporting the development of adaptive and flexible regulations to allow decentralised utilities 	<p>This Planning Proposal is supported by a Planning Agreement providing for pedestrian upgrades to address increased infrastructure demand that will be generated by future development because of the Planning Proposal. The Planning Agreement is structured to allow a base development scenario up to a maximum development scenario, and triggers for revision of the Planning Agreement should development vary from this.</p> <p>It is noted that the northern portion of the site is currently zoned SP2 Infrastructure (Classified Road) and is identified on the Land Reservation Acquisition Map. This Planning Proposal seeks to retain the land zoned SP2 Infrastructure (Classified Road).</p>
<p>O5: Benefits of growth realized by collaboration of governments, community and business</p>	<p>PP C2: Working through collaboration</p> <ul style="list-style-type: none"> A7: Identify prioritise and delivery collaboration areas 	<p>N/A</p> <p>This Planning Proposal relates to a single site outside of the growth precincts.</p>

Liveability

An assessment of the Planning Proposal's consistency with the CCDP's relevant Liveability Priorities and Actions is provided in Table 5b, below.

Table 5b – Consistency of Planning Proposal with relevant CCDP Actions – Liveability

Liveability Direction	Planning Priority/Action	Comment
-----------------------	--------------------------	---------

<p>A city for people</p> <p>O6: Services and infrastructure meet communities' changing needs</p>	<p>PP C3: Provide services and social infrastructure to meet people's changing needs</p> <ul style="list-style-type: none"> • A8: Deliver social infrastructure that reflects the need of the community now and in the future • A9: Optimise the use of available public land for social infrastructure 	<p>This Planning Proposal seeks to remove the current SP2 Infrastructure (Educational Establishment) in favour of R2 Low Density Residential zoning.</p> <p>It is noted that the previous school was private, and the site has not been used as an educational establishment since 2019. This zoning change will not have an impact on current educational service in the Oatlands catchment area.</p>
<p>O7: Communities are healthy, resilient and socially connected</p> <p>O8: Greater Sydney's communities are culturally rich with diverse neighbourhoods</p> <p>O9: Greater Sydney celebrates the arts and supports creative industries and innovation</p>	<p>PP C4: Working through collaboration</p> <ul style="list-style-type: none"> • A10: Deliver healthy, safe and inclusive places for people of all ages and abilities that support active, resilient and socially connected communities by (a-d). • A11: Incorporate cultural and linguistic diversity in strategic planning and engagement. • A12: Consider the local infrastructure implications of areas that accommodate large migrant and refugee populations. • A13: Strengthen the economic self-determination of Aboriginal communities by engagement and consultation with Local Aboriginal Land Council's. • A14: Facilitate opportunities for creative and artistic expression and participation, wherever feasible with a minimum regulatory burden including (a-c). • A15: Strengthen social connections within and between communities through better understanding of the nature of social networks and supporting infrastructure in local places 	<p>N/A</p> <p>This Planning Proposal is related to residential land only.</p>
<p>Housing the city</p> <p>O10: Greater housing supply</p> <p>O11: Housing is more diverse and affordable</p>	<p>PP C5: Providing housing supply, choice and affordability, with access to jobs, services and public transport</p> <ul style="list-style-type: none"> • A16: Prepare local or district housing strategies that address housing targets [abridged version] • A17: Prepare Affordable Rental housing Target Schemes 	<p>This Planning Proposal will contribute to greater housing supply. The intended outcome of the Planning Proposal is to increase the availability of housing, by rezoning the site consistent with the underlying zoning of surrounding properties.</p>
<p>A city of great places</p> <p>O12: Great places that bring people together</p> <p>O13: Environmental heritage is identified, conserved and enhanced</p>	<p>PP C6: Creating and renewing great places and local centres, and respecting the District's heritage</p> <ul style="list-style-type: none"> • A18: Using a place-based and collaborative approach throughout planning, design, development and management deliver great places by (a-e) • A19: Identify, conserve and enhance environmental heritage by (a-c) • A20: Use place-based planning to support the role of centres as a focus for connected neighbourhoods • A21: In Collaboration Areas, Planned Precincts and planning for centres (a-d) 	<p>The site itself does not contain a heritage item; however, it is within the Burnside Homes Heritage Conservation Area. As such, any future Development Applications will be assessed against heritage controls and will be accompanied by a Statement of Heritage Impact to ensure development is respectful of the Burnside Homes Conservation Area (refer to Appendix 1).</p>

	<ul style="list-style-type: none"> • A22: Use flexible and innovative approaches to revitalise high streets in decline. 	
--	---	--

Productivity

An assessment of the Planning Proposal's consistency with the CCDP's relevant Productivity Priorities and Actions is provided in Table 5c, below.

Table 5c – Consistency of Planning Proposal with relevant CCDP Actions – Productivity

Productivity Direction	Planning Priority/Action	Comment
A well-connected city O19: Greater Parramatta is stronger and better connected	PP C7: Growing a stronger and more competitive Greater Parramatta <ul style="list-style-type: none"> • A23: Strengthen the economic competitiveness of Greater Parramatta and grow its vibrancy [abridged] • A24: Revitalise Hawkesbury Road so that it becomes the civic, transport, commercial and community heart of Westmead • A25: Support the emergency services transport, including helicopter access • A26: Prioritise infrastructure investment [abridged] • A27: Manage car parking and identify smart traffic management strategies • A28: Investigate opportunities for renewal of Westmead East as a mixed use precinct 	N/A This Planning Proposal is not located in the Eastern, GOP or Western Economic Corridors, and does not impact infrastructure. Detailed assessment of these issues may be considered at the DA stage
Jobs and skills for the city O15: The Eastern, GOP and Western Economic Corridors are better connected and more competitive	PP C8: Delivering a more connected and competitive GOP Economic Corridor <ul style="list-style-type: none"> • A29: Prioritise public transport investment to deliver the 30-minute city objective for strategic centres along the GOP Economic Corridor • A30: Prioritise transport investments that enhance access to the GOP between centres within GOP • A31: Co-locate health, education. Social and community facilities in strategic centres along the GOP Economic Corridor. 	N/A This Planning Proposal is not located in the Eastern, GOP or Western Economic Corridors, and does not contribute to the establishment of a 30 minute city.
O14: The plan integrates land use and transport creates walkable and 30 minute cities	PP C9: Delivering integrated land use and transport planning and a 30-minute city <ul style="list-style-type: none"> • A32: Integrate land use and transport plans to deliver a 30-minute city • A33: Investigate, plan and protect future transport and infrastructure corridors • A34: Support innovative approaches to the operation of business, educational and institutional establishments to improve the performance of the transport network • A35: Optimise the efficiency and effectiveness of the freight handling and logistics network by (a-d) • A36: Protect transport corridors as appropriate, including the Western Sydney Freight Line, North South train link from Schofields to WS Airport as well as Outer Sydney Orbital and Bells Line of Road-Castlereagh connections 	This Planning Proposal is not located in an identified growth precinct and does not contribute to the establishment of a 30 minute city.
O23: Industrial and urban services land is planned, retained and managed	PP C10: Growing investment, business opportunities and jobs in strategic centres <ul style="list-style-type: none"> • A37: Provide access to jobs, goods and services in centres [abridged] • A38: Create new centres in accordance with the principles for Greater Sydney's centres 	N/A This Planning Proposal is not located in the Eastern, GOP or Western

	<ul style="list-style-type: none"> • A39: Prioritise strategic land use and infrastructure plans for growing centres, particularly those with capacity for additional floorspace 	Economic Corridors.
O23: Industrial and urban services land is planned, retained and managed	<p>PP C11: Maximising opportunities to attract advanced manufacturing and innovation in industrial and urban services land</p> <ul style="list-style-type: none"> • A49: Review and manage industrial and urban service land, in line with the principles for managing industrial and urban services land, in the identified local government area • A51: Facilitate the contemporary adaption of industrial and warehouse buildings through increased floor to ceiling heights • A52: Manage the interfaces of industrial areas, trade gateways and intermodal facilities by land use activities (a-e) and transport operations (f-g) [abridged] 	N/A This Planning Proposal is related to residential land only.
O24: Economic sectors are targeted for success	<p>PP C12: Supporting growth of targeted industry sectors</p> <ul style="list-style-type: none"> • A53: Facilitate health and education precincts by (a-d) [abridged] • A54: Provide a regulatory environment that enables economic opportunities created by changing technologies • A55: Consider the barriers to the growth of internationally competitive trade sectors, including engaging with industry and assessing regulatory barriers • A56: Protect and support agricultural production and mineral resources by preventing inappropriate dispersed urban activities • A57: Consider opportunities to implement place-based initiatives to attract more visitors, improve visitor experience and ensure connections to transport at key tourist attractions • A58: Consider opportunities to enhance the tourist and visitor economy in the district, including a coordinated approach to tourism activities, events and accommodation • A59: When preparing plans for tourism and visitation consider (a-g) [abridged] 	N/A This Planning Proposal is related to residential land only.

Sustainability

An assessment of the Planning Proposal's consistency with the CCDP's relevant Productivity Priorities and Actions is provided in Table 5d, below.

Table 5d – Consistency of Planning Proposal with relevant CCDP Actions – Sustainability

Sustainability Direction	Planning Priority/Action	Comment
<p>A city in its landscape</p> <p>O25: The coast and waterways are protected and healthier</p>	<p>PP C13: Protecting and improving the health and enjoyment of the District's Waterways</p> <ul style="list-style-type: none"> • A60: Protect environmentally sensitive areas of waterways • A61: Enhance sustainability and liveability by improving and managing access to waterways and foreshores for recreation, tourism, cultural events and water based transport 	<p>N/A</p> <p>This Planning Proposal is located in an existing urban area and does not face onto sensitive waterways. Stormwater management on the site will be assessed at DA stage.</p>

	<ul style="list-style-type: none"> • A62: Improve the health of catchments and waterways through a risk based approach to managing the cumulative impacts of development including coordinated monitoring of outcomes • A63: Work towards reinstating more natural conditions in highly modified urban waterways 	
O26: The coast and waterways are protected and healthier	<p>PP C14: Creating a Parkland City urban structure and identity, with South Creek as a defining spatial element</p> <ul style="list-style-type: none"> • A64: Implement South Creek Corridor Project and use the design principles for South Creek to deliver a cool and green Western Parkland City 	<p>N/A</p> <p>This Planning Proposal is not located in the South Creek Corridor Project area.</p>
<p>O27: Biodiversity is protected, urban bushland and remnant vegetation is enhanced</p> <p>O28: Scenic and cultural landscapes are protected</p>	<p>PP C15: Protecting and enhancing bushland, biodiversity and scenic and cultural landscapes</p> <ul style="list-style-type: none"> • A65: Protect and enhance biodiversity by (a-c) [abridged] • A66: Identify and protect scenic and cultural landscapes • A67: Enhance and protect views of scenic and cultural landscapes from the public realm 	<p>This site has been largely developed and so does not contain areas of biodiversity that would warrant protection.</p> <p>A preliminary assessment (audit) of existing trees on the site has identified six (6) trees rated as 'high significance'* for retention, and zero (0) trees recommended for removal in response to this Planning Proposal and the indicative subdivision scheme.</p> <p>Additionally, the preliminary assessment demonstrates that there is adequate room to construct new residential dwellings, and space between existing trees on the site to accommodate the development of future driveways should the indicative subdivision application be progressed. As such, any future Development Applications will be assessed against the in-force DCP.</p> <p>*Significance of a Tree, Assessment Rating System (STARS) – Institute of Australian Consulting Arboriculturists 2010)</p>
<p>O30: Urban tree canopy cover is increased</p> <p>O32: The Green grid links Parks, open spaces, bushland and walking and cycling paths</p>	<p>PP C16: PP C16: Increasing urban tree canopy cover and delivering Green grid connections</p> <ul style="list-style-type: none"> • A68: Expand urban tree canopy in the public realm • A69: progressively refine the detailed design and delivery of (a-c) [abridged] • A70: Create Greater Sydney green Grid connections to the Western Sydney Parklands 	<p>A preliminary assessment (audit) of existing trees on the site has identified six (6) trees rated as 'high significance'* for retention, and zero (0) trees recommended for removal in response to this Planning Proposal and the indicative subdivision scheme.</p> <p>Additionally, the preliminary assessment demonstrates that there is adequate room to construct new residential dwellings, and space between existing trees on the site to accommodate the development of future driveways should the indicative subdivision application be progressed. As such, any future Development Applications will be assessed against the in-force DCP.</p> <p>*Significance of a Tree, Assessment Rating System (STARS) – Institute of Australian Consulting Arboriculturists 2010)</p>

<p>O31: Public open space is accessible, protected and enhanced</p>	<p>PP C17: Delivering high quality open space</p> <ul style="list-style-type: none"> • A71: Maximise the use of existing open space and protect, enhance and expand public open space by (a-g) [abridged] 	<p>N/A</p> <p>This Planning Proposal is located in an existing urban area and does not impact public open space.</p>
<p>An efficient city</p> <p>O33: A low-carbon city contributes to net-zero emissions by 2050 and mitigates climate change</p> <p>O34: Energy and water flows are captured, used and re-used</p> <p>O35: More waste is re-used and recycled to support the development of a circular economy</p>	<p>PP C19: Reducing carbon emissions and managing energy, water and waste efficiently</p> <ul style="list-style-type: none"> • A75: Support initiatives that contribute to the aspirational objectives of achieving net-zero emissions by 2050 • A76: Support precinct-based initiatives to increase renewable energy generation and energy and water efficiency • A77: Protect existing and identify new locations for waste recycling and management • A78: Support innovative solutions to reduce the volume of waste and reduce waste transport requirements • A79: Encourage the preparation of low carbon, high efficiency strategies to reduce emissions, optimise the use of water, reduce waste and optimising car parking provisions where an increase in total floor in 100,000sqm 	<p>N/A</p> <p>This Planning Proposal does not respond to energy, waste or water efficiencies. Detailed assessment of these issues may be considered at the DA stage.</p>
<p>O36: People and places adapt to climate change and future shocks and stresses</p> <p>O37: Exposure to natural and urban hazards is reduced</p> <p>O38: Heatwaves and extreme heat are managed</p>	<p>PP C20: Adapting to the impacts of urban and natural hazards and climate change</p> <ul style="list-style-type: none"> • A81: Support initiatives that respond to the impacts of climate change • A82: Avoid locating new urban development in areas exposed to natural and urban hazards and consider options to limit the intensification of development in existing areas most exposed to hazards • A83: Mitigate the urban heat island effect and reduce the vulnerability to extreme heat • A84: Respond to the direction for managing flood risk in Hawkesbury-Nepean Valley • A85: Consider strategies and measures to manage flash flooding and safe evacuation when planning for growth in Parramatta CBD 	<p>The site is not located in a flood prone area.</p>

3.2.2 Will the Planning Proposal give effect to a Council's endorsed local strategic planning statement, or another endorsed local strategy or strategic plan?

The following local strategic planning documents are relevant to the Planning Proposal.

Parramatta 2038 Community Strategic Plan

Parramatta 2038 is a long term Community Strategic Plan for the City of Parramatta and links to the long-term future of Sydney. The plan formalises several big and transformational ideas for the city and the region.

The Planning Proposal is considered to meet the strategies and key objectives identified in the plan including:

- **Fair:** The site is located within close proximity of four (4) educational institutions (refer to Figure 2).
- **Accessible:** The site is located within close access to two Transport for NSW (TfNSW) bus services running between Parramatta Station and Pennant Hills Station, and Parramatta Station and Macquarie Park via Epping Station. Additionally, the site is adjacent to existing Parramatta Ways walking strategy pathways, and to two proposed cycling route connections.
- **Welcoming:** The Planning Proposal is in keeping with the surrounding built form, and proposes development in keeping with the existing character of the suburb. The site is not identified as containing a heritage item, however it is located in the Burnside Homes Conservation Area. Any future development applications at the site would require a Statement of Heritage Impact to ensure development is respectful of the Burnside Homes Conservation Area.

Parramatta Local Strategic Planning Statement

Refer to Section 3.1.1 of this Planning Proposal.

Parramatta Local Housing Strategy

Refer to Section 3.1.1 of this Planning Proposal.

3.2.3 Is the Planning Proposal consistent with any other applicable State and regional studies or strategies?

There are no State or regional studies or strategies which relate to the site for this Planning Proposal.

3.2.4 Is the Planning Proposal consistent with the applicable State Environmental Planning Policies?

The following State Environmental Planning Policies (SEPPs) are of relevance to the site (refer to Table 6 below).

Table 6 – Consistency of Planning Proposal with relevant SEPPs

State Environmental Planning Policies (SEPPs)	Consistency: Yes = ✓ No = ✗ N/A = Not applicable	Comment
SEPP No 1 Development Standards	N/A	This SEPP is not relevant to the proposed amendment.
SEPP 4 – Development Without Consent and Miscellaneous Exempt and Complying Development	N/A	This SEPP is not relevant to the proposed amendment.
SEPP 60 – Exempt and Complying Development	N/A	This SEPP is not applicable to the subject land under Clause 1.9 of the Parramatta LEP 2023 given the site is within a Heritage Conservation Area.
SEPP No 65 Design Quality of Residential Flat Development	✓	This SEPP is not relevant to the proposed amendment.
SEPP (BASIX) 2004	N/A	Detailed compliance with SEPP (BASIX) will be demonstrated at the time of making a Development Application for the site facilitated by this Planning Proposal.
SEPP (Exempt and Complying Development Codes) 2008	✓	This SEPP is not relevant to the proposed amendment. May apply to future development of the site.
SEPP (Housing) 2021	✓	Detailed compliance with SEPP (Housing) 2021 will be demonstrated at the time of making an application for the site facilitated by this Planning Proposal, noting that this SEPP permits Boarding Houses without consent on this site.
SEPP (Resilience and Hazards) 2021	N/A	This SEPP is not relevant to the proposed amendment.
SEPP (Industry and Employment) 2021	✓	This SEPP is not relevant to the proposed amendment. May apply to future development of the site.
SEPP (Transport and Infrastructure) 2021	✓	This SEPP is not relevant to the proposed amendment. May apply to future development of the site.
SEPP (Biodiversity and Conservation) 2021	N/A	The proposed development is not located directly on the Sydney Harbour Catchment foreshore. Any potential impacts as a result of development on the site, such as stormwater runoff, will be considered and addressed appropriately at Development Assessment (DA) stage.
SEPP (Planning Systems) 2021	N/A	This SEPP is not relevant to the proposed amendment.
SEPP (Precincts – Central River City) 2021	N/A	This SEPP is not relevant to the proposed amendment.

3.2.5 Is the Planning Proposal consistent with applicable Ministerial Directions (s.9.1 directions)

In accordance with Clause 9.1 of the *EP&A Act 1979* the Minister issues directions for the relevant planning authorities to follow when preparing Planning Proposals for new LEPs. The directions are listed under nine focus areas:

1. Planning Systems and Planning Systems – Place Based
2. Design and Place (This Focus Area was blank when the Directions were made)

3. Biodiversity and Conservation
4. Resilience and Hazards
5. Transport and Infrastructure
6. Housing
7. Industry and Employment
8. Resources and Energy
9. Primary production

The following directions are considered relevant to the subject Planning Proposal.

Table 7 – Consistency of Planning Proposal with relevant Section 9.1 Directions

Relevant Direction	Comment	Compliance
1. Planning Systems and Planning Systems – Place Based		
Direction 1.1 – Implementation of Regional Plans The objective of this direction is to give legal effect to the vision, land use strategy, goals, directions and actions contained in Regional Plans.	The Planning Proposal is consistent with the vision, land use strategy, goals, directions and actions contained in the GSRP, as described above in Tables 4b and 4d.	Yes
Direction 1.3 – Approval and Referral Requirements The objective of this direction is to ensure that LEP provisions encourage the efficient and appropriate assessment of development.	The Planning Proposal does not introduce any provisions that require any additional concurrence, consultation or referral.	Yes
Direction 1.4 – Site Specific Provisions The objective of this direction is to discourage unnecessarily restrictive site specific planning controls.	The Planning Proposal does not introduce any site specific provisions	Yes
2. Design and Place		
This Focus Area was blank at the time the Directions were made.		
3. Biodiversity and Conservation		
Direction 3.1 – Conservation Zones The objective of this direction is to protect and conserve environmentally sensitive areas.	The Planning Proposal is consistent with this direction, in that it does not apply to environmentally sensitive areas or alter provisions for land in a conservation zone.	Yes
Direction 3.2 – Heritage Conservation The objective of this direction is to protect and conserve environmentally sensitive areas.	The site is located within the Burnside Homes Conservation Area; it does not contain any Heritage items. Future development on the site will be assessed against current heritage controls and accompanied by a Statement of Heritage Impact at DA stage to ensure protection and conservation required within the Burnside Homes Conservation Area (refer to Appendix 1).	Yes
Direction 3.5 – Recreation Vehicle Areas The objective of this direction is to protect sensitive land or land with significant conservation values from adverse impacts from recreation vehicles.	The Planning Proposal is consistent with this direction, in that it is not proposing to enable land to be developed for the purpose of a recreation vehicle area.	Yes
4. Resilience and Hazards		

<p>Direction 4.1 – Flooding</p> <p>The objectives of this direction are to:</p> <ul style="list-style-type: none"> (a) Ensure that development of flood prone land is consistent with the NSW Government's Flood Prone Land Policy and the principles of the Floodplain Development Manual 2005, and (b) Ensure that the provisions of an LEP that apply to flood prone land are commensurate with flood behaviour and includes consideration of the potential flood impacts both on and off the subject land. 	<p>The site is not flood prone and is above the 1:100 year (1% Annual Exceedance Probability) flood level.</p> <p>Any potential impacts as a result of development on the site, such as stormwater runoff, will be considered and addressed appropriately at DA stage. This will also include any design detail required to ensure compliance with Council's water management controls within the <i>Parramatta Development Control Plan 2023</i>.</p>	Yes
<p>Direction 4.3 Planning for Bushfire Protection</p> <p>The objectives of this direction are to:</p> <ul style="list-style-type: none"> (a) Protect life, property and the environment from bush fire hazards, by discouraging the establishment of incompatible land uses in bush fire prone areas, and (b) Encourage sound management of bush fire prone areas. 	<p>The site is not identified as bush fire prone land under Section 10.3 of the Environmental Planning and Assessment Act.</p>	Yes
<p>Direction 4.4 – Remediation of Contaminated Land</p> <p>The objective of this direction is to reduce the risk of harm to human health and the environment by ensuring that contamination and remediation are considered by Planning Proposal authorities.</p>	<p>The site is not within an investigation area within the meaning of the Contaminated Land Management Act 1997 and has not been subject to development as described in Table 1 of the contaminated land planning guidelines.</p>	Yes
<p>Direction 4.1 - Acid Sulfate Soils</p> <p>The objective of this direction is to avoid significant adverse environmental impacts from the use of land that has a probability of containing acid sulfate soils.</p>	<p>The site is not identified on the Acid Sulfate Soils Map in <i>Parramatta LEP 2023</i>.</p>	Yes
5. Transport and Infrastructure		
<p>Direction 5.1 – Integrating Land Use and Transport</p> <p>The objective of this direction is to ensure that development reduces dependence on cars, increases the choice of available transport and improves access to housing, jobs and services by walking, cycling and public transport.</p>	<p>The Planning Proposal is consistent with this direction, in that it:</p> <ul style="list-style-type: none"> • Will provide new dwellings in proximity to existing public transport links • Is located along existing Parramatta Ways walking strategy pedestrian routes and identified future cycle network routes. • Makes more efficient use of space and infrastructure by allowing new residential development on an underutilised site. 	Yes
<p>Direction 5.2 – Reserving Land for Public Purposes</p> <p>The objectives of this direction are to facilitate the provision of public services and facilities by reserving land for public purposes and facilitate the removal of reservations where the land is no longer required for acquisition.</p>	<p>The Planning Proposal does not include the identification of, or removal of, land required for acquisition.</p>	Yes
6. Housing		
<p>Direction 6.1 – Residential Zones</p> <p>The objectives of this direction are to encourage a variety and choice of housing types, make efficient</p>	<p>The Planning Proposal is consistent with this direction, in that it:</p> <ul style="list-style-type: none"> • Facilitates additional housing by allowing new residential development on an underutilised site, in keeping 	Yes

use of existing infrastructure and services and minimise the impact of residential development.	with the land uses of the surrounding area. • Provides residential development in an existing urban area that is currently fully serviced by existing infrastructure.	
7. Industry and Employment		
Direction 7.1 – Business and Industrial Zones The objectives of this direction are to: <ul style="list-style-type: none"> (a) Encourage employment growth in suitable locations, (b) Protect employment land in business and industrial zones; and (c) Support the viability of identified centres. 	The Planning Proposal is consistent with this direction, in that it does not apply to business or industrial zones or alter provisions for land in a business or industrial zone.	Yes

3.3 Section C – Environmental, social and economic impact

This section considers the potential environmental, social and economic impacts which may result from the Planning Proposal.

3.3.1 Is there any likelihood that critical habitat or threatened species, populations or ecological communities, or their habitats, will be adversely affected as a result of the proposal?

The site has previously been used as a private educational facility and has been largely developed, therefore it is unlikely to contain critical habitat or threatened species, populations or ecological communities, or their habitats.

3.3.2 Are there any other likely environmental effects as a result of the Planning Proposal and how are they proposed to be managed?

The main potential environmental impacts to be examined in detail with any future development proposal for the site are:

Heritage

The subject site is located in the Burnside Homes Conservation Area as identified in the *Parramatta DCP 2023* (refer to Figure 6). The site itself does not contain a heritage item and is not adjacent to any listed heritage items.

As discussed above, the proposed rezoning from SP2 Infrastructure (Educational Establishment) to R2 Low Density Residential is not considered to have a significant impact to the heritage significance of the area and will be consistent with adjoining zoning and land uses.

Any future DA would need to include a Statement of Heritage Impact to ensure that any development is completed in a manner that is sympathetic to, and does not detract from, the identified significance of the Burnside Homes Conservation Area.

Any applications should be referred to the NSW Environment, Energy and Science and Heritage NSW prior to any works commencing for assessment of potential relics on the site and their conservation.



Figure 6 – Heritage item map, Parramatta LEP 2023 for the site at 8 Lincluden Place, Oatlands

Urban Design and Built Form

This Planning Proposal proposes to rezone the site from part SP2 Infrastructure (Educational Establishment) and part SP2 Infrastructure (Classified Road) to part R2 Low Density Residential and part SP2 Infrastructure (Classified Road). In accordance with surrounding properties zoned R2 Low Density Residential, the Planning Proposal will amend *Parramatta Local Environmental Plan 2023* to apply a Floor Space Ratio of 0.5:1 and identify the site as 'S' (subdivision) on the Dual Occupancy Prohibition map.

The maximum development potential of this site provides two development scenarios:

- (1) Lot subdivision to 5 x residential lots at 700m² each, with dual occupancy dwellings (total 10 new dwellings)
- (2) Lot subdivision to 5 x residential lots at 700m² each, with a Boarding House of up to 12 rooms (permitted without consent under the SEPP (Housing) 2021)

This Planning Proposal is supported by a Planning Agreement providing for pedestrian upgrades to address increased infrastructure demand generated by the proposed development. The Planning Agreement is structured to allow a base development scenario, and triggers for revision of the Planning Agreement should development vary from the proposed base development scenario, effectively building a level of flexibility into the Planning Agreement to accommodate different development scenarios.

Transport and Accessibility

The proposed R2 Low Density Residential zones can accommodate low density forms of residential accommodation and can also accommodate an educational facility as per current zoning. As stated in the submitted traffic report, no significant additional traffic load will be generated as a result of the proposed rezoning (refer to Appendix 2). Additional traffic studies may be required at the DA assessment stage.

Future DAs would be assessed against the in-force DCP at the time of application and may require an additional traffic study to be undertaken.

The site is served by the two Transport for NSW (TfNSW) bus services running between Parramatta Station and Pennant Hills Station, and Parramatta Station and Macquarie Park via Epping Station.

The site has active transport connections and is adjacent to existing pathways in the Parramatta Ways walking network (refer to Figure 7). Additionally, there are two proposed cycle ways along both Pennant Hills Road and Gollan Avenue (refer to Figure 8). Further investigations to identify local infrastructure requirements, particularly to with regard to upgraded active transport network connections to support the increased development, would be required.

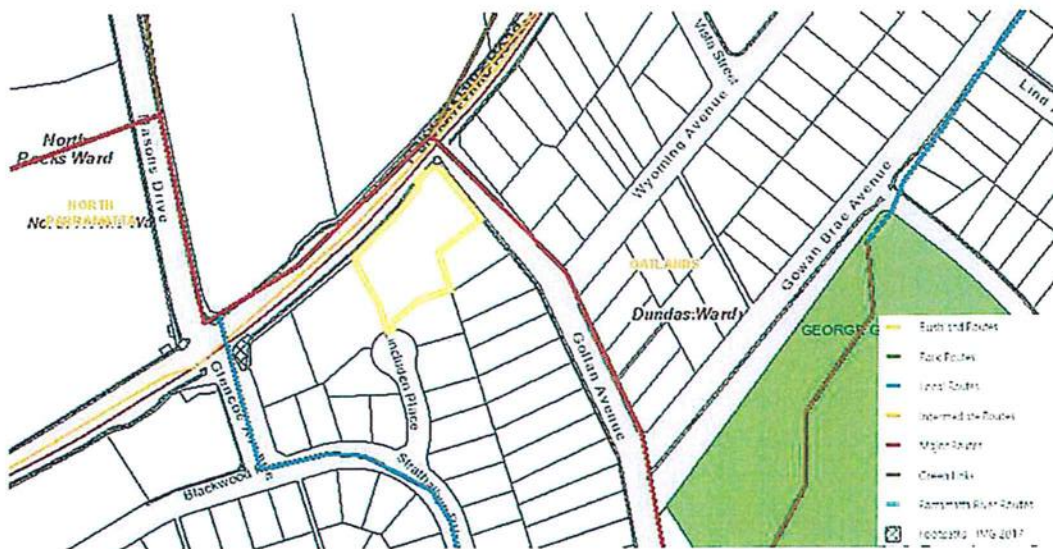


Figure 7 – Existing Parramatta Ways walking network routes and footpath locations.



Figure 8 – Proposed future cycle network connections along Pennant Hills Road and Gollan Avenue.

3.3.3 How has the Planning Proposal adequately addressed any social and economic effects?

The site and existing buildings have not been used as an educational establishment since the current owners purchased the site in 2019. Council officers consider that the loss of SP2 Infrastructure (Educational Establishment) zoned land will have no impacts on access to education facilities as these are permitted uses in an R2 Low Density Residential zone regardless (refer to Figure 2).

Further, the potential loss of the existing play spaces is considered a minor impact to the local community as is located within close proximity to existing, Council managed, open space and recreation areas (refer to Figure 9). Furthermore, the site is privately owned and was not open to the public to use the associated facilities. Any future application to re-establish an educational facility on the site would be required to meet the Education and Care Services National Regulations under the SEPP (Transport and Infrastructure).

The Applicant may seek to continue to use the existing buildings as an education facility. It is noted that the educational facility could re-commence operations in accordance with the existing development consent BA/84233 issued 5 July 1988 by the then Baulkham Hills Shire Council. If, however, the Applicant pursues the indicative subdivision, the existing development consent would need to be surrendered before any development consent is issued for subdivision. Any future DA seeking to establish a new education facility in these buildings will be required to demonstrate the ability to meet the Education and Care Services National Regulations as described in Part 3.3 of the SEPP (Transport and Infrastructure) 2021.



Figure 9 – Existing, Council managed, open space and recreation areas within the vicinity of the site at 8 Lincluden Place, Oatlands.

3.4 Section D – State and Commonwealth Interests

3.4.1 Is there adequate public infrastructure for the Planning Proposal?

Further investigations will be required with regards to the potential impact on the existing active transport network as a result of this Planning Proposal.

3.4.2 What are the views of State and Commonwealth public authorities consulted in accordance with the gateway determination?

Consultation with the State and Commonwealth public authorities will be undertaken once the Gateway determination has been issued.

PART 4 – MAPPING

This section contains the mapping for this Planning Proposal in accordance with the DP&E's guidelines on LEPs and Planning Proposals. **Existing controls**

This section illustrates the current *Parramatta Local Environmental Plan 2023* controls which apply to the site. **Figure 10** illustrates the existing part SP2 Infrastructure (Educational Establishment) and part SP2 Infrastructure (Classified Road) zone for the site at 8 Lincluden Place, Oatlands.

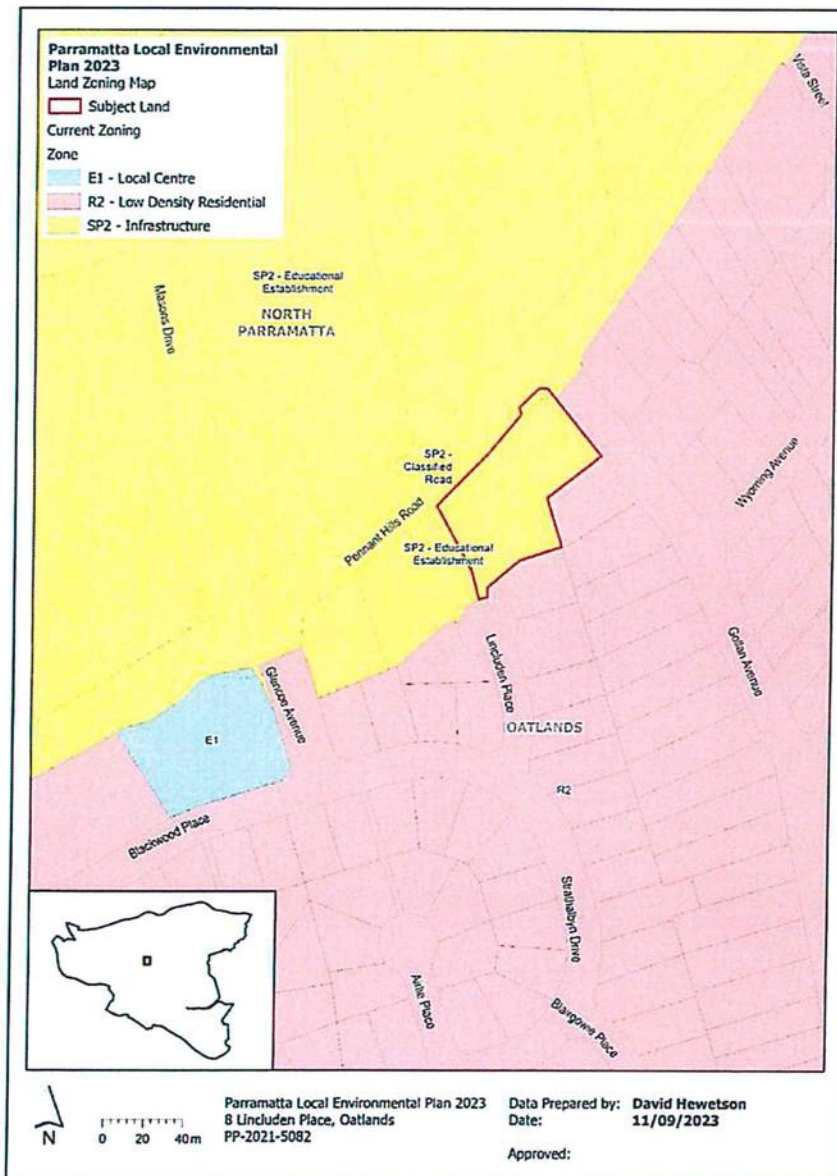


Figure 10 – Existing zoning extracted from *Parramatta Local Environmental Plan 2023* Land Zoning Map

Figure 12 – Existing Floor Space Ratio controls extracted from Parramatta Local Environmental Plan 2023
Floor Space Ratio Map



Figure 13 illustrates the existing Heritage Conservation Area – the Burnside Homes Conservation Area, for the site at 8 Lincluden Place, Oatlands.

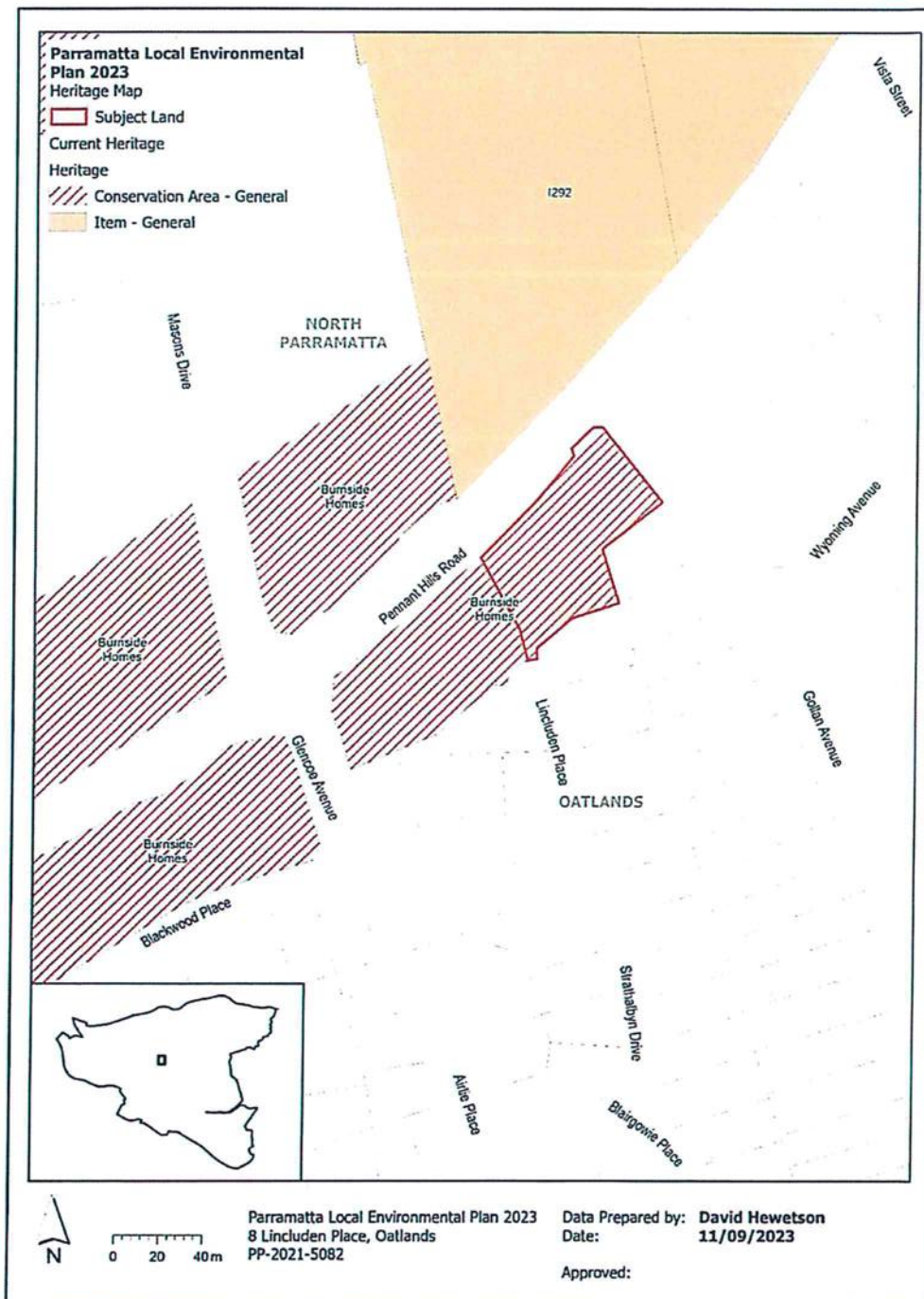


Figure 13 – Existing Heritage Conservation Area extracted from *Parramatta Local Environmental Plan 2023 Heritage Map*

Figure 14 – Existing minimum lot sizes extracted from Parramatta Local Environmental Plan 2023 Lot Size Map



Figure 15 illustrates the flooding extent in the vicinity of the site at 8 Lincluden Place, Oatlands.

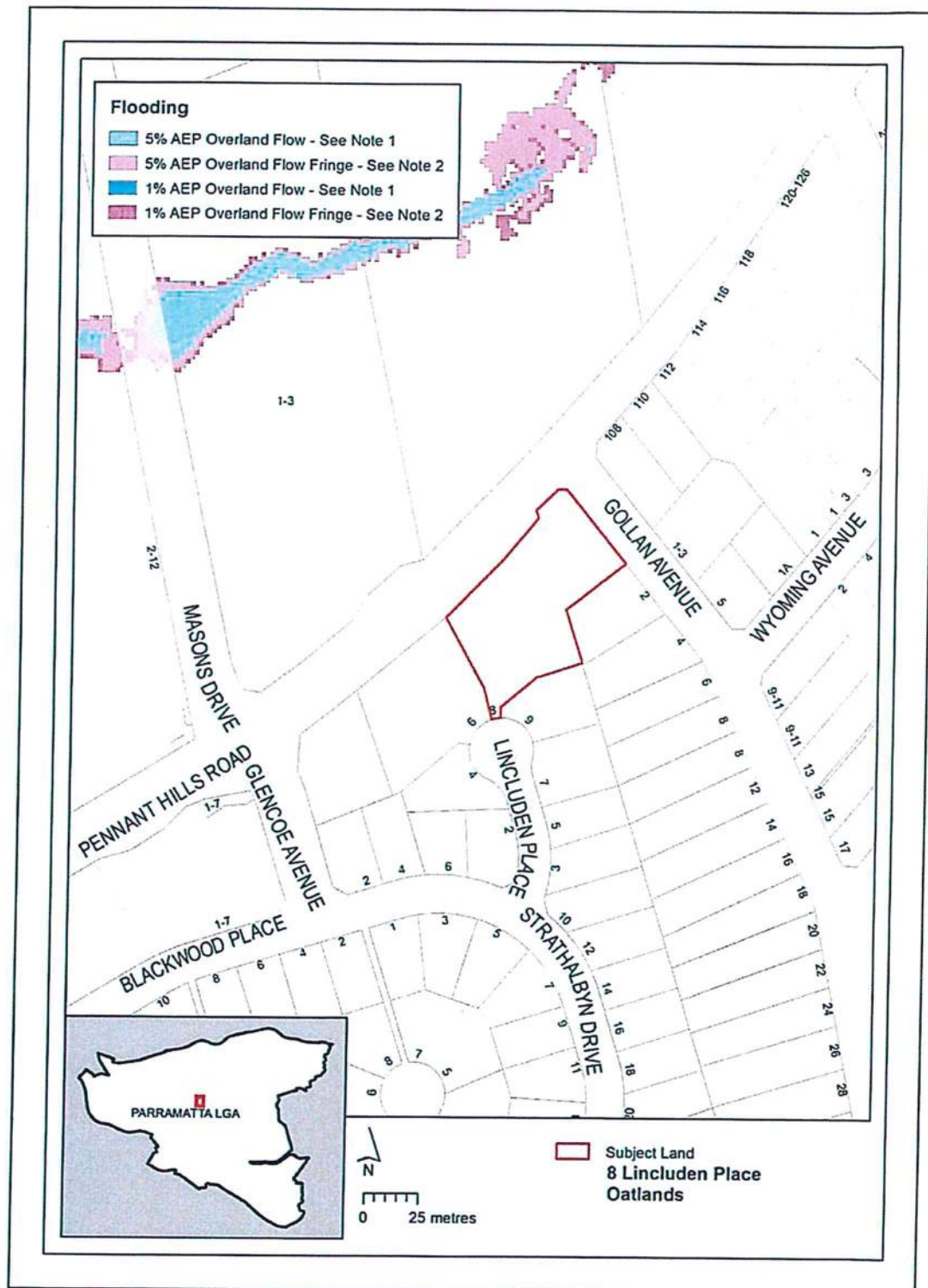


Figure 15 – Existing flooding extent extracted from *Parramatta Local Environmental Plan 2023* Flooding Map

Figure 16 illustrates the existing Land Reservation and Acquisition zones for the Classified Road, Pennant Hills Road.

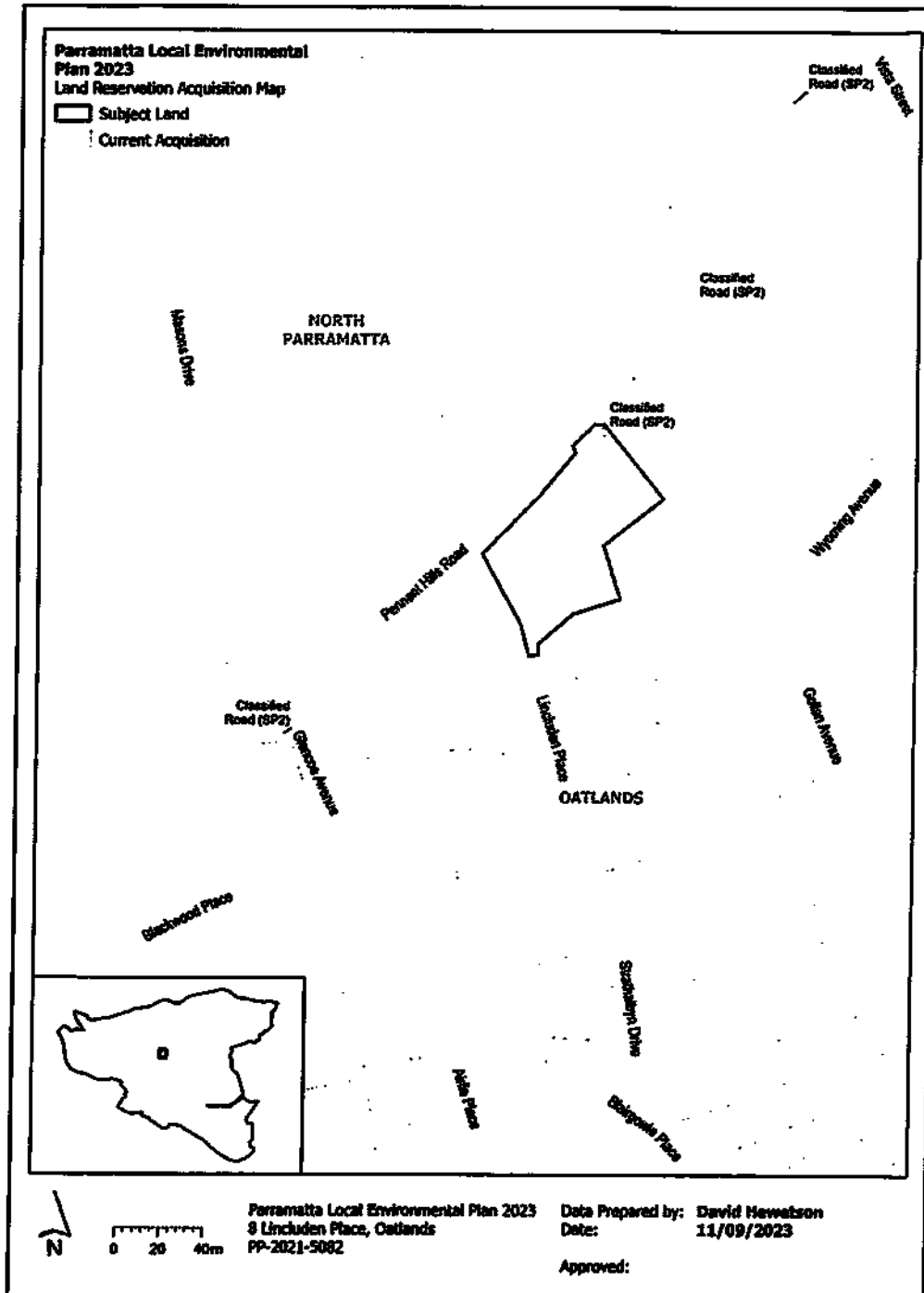


Figure 16 – Existing SP2 Infrastructure Classified Road land reservation and acquisition extracted from Parramatta Local Environmental Plan 2023 Land Reservation and Acquisition Map

Figure 17 illustrates the existing Dual Occupancy Prohibition controls for the site at 8 Lincluden Place, Oatlands.

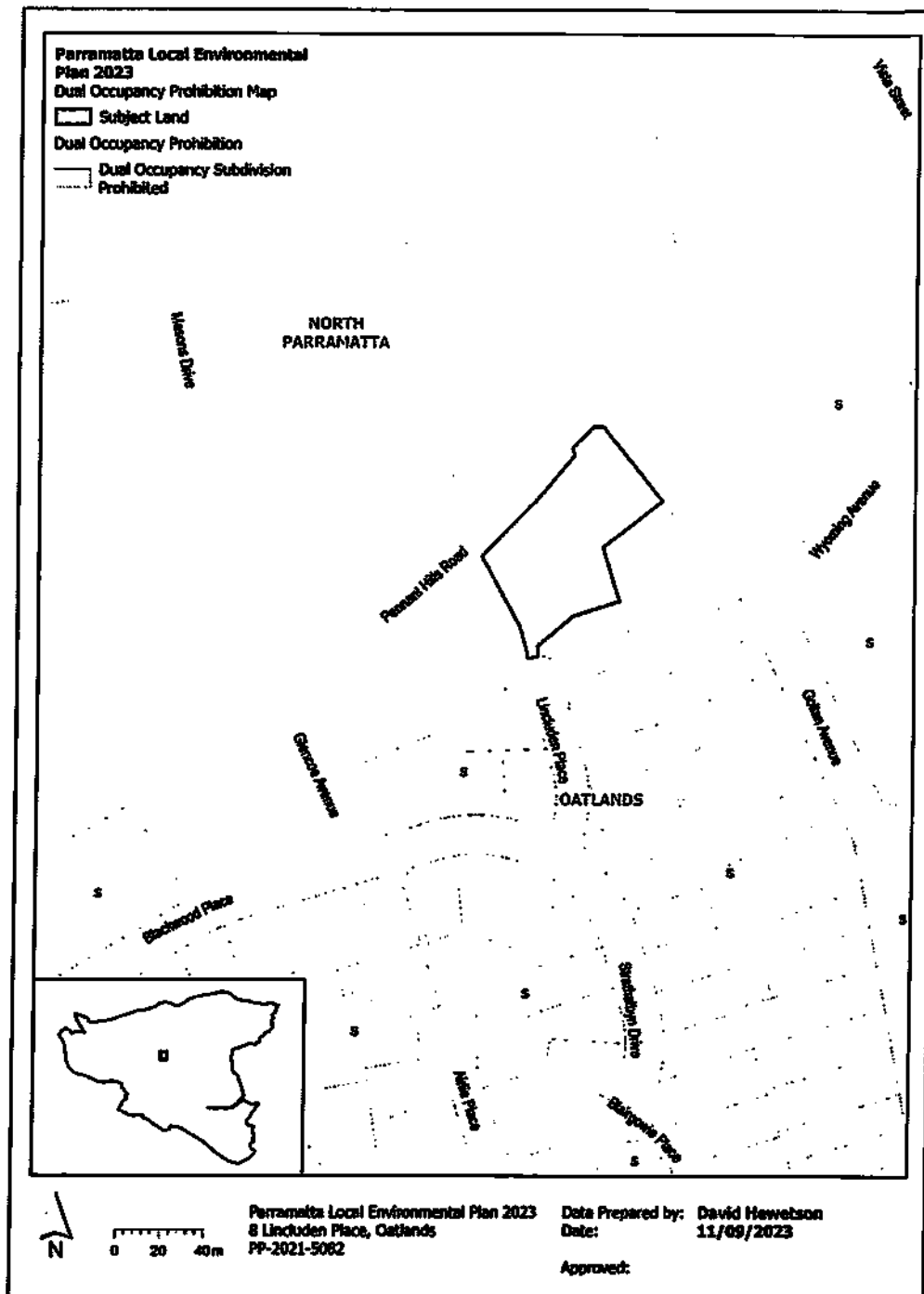


Figure 17 – Existing Dual Occupancy Prohibition controls extracted from *Parramatta Local Environmental Plan 2023*.

4.2 Proposed controls

The figures in this section illustrate the proposed Land Use Zone map as a result of the assessment and recommendations for the Planning Proposal. In accordance with surrounding properties zoned R2 Low Density Residential, the Planning Proposal will amend *Parramatta Local Environmental Plan 2023* to apply a Floor Space Ratio of 0.5:1 and identify the site as 'S' on the Dual Occupancy Prohibition map.

Figure 18 illustrates proposed part R2 Low Density Residential and part SP2 Infrastructure (Classified Road) zoning for the site at 8 Lincluden Place, Oatlands.

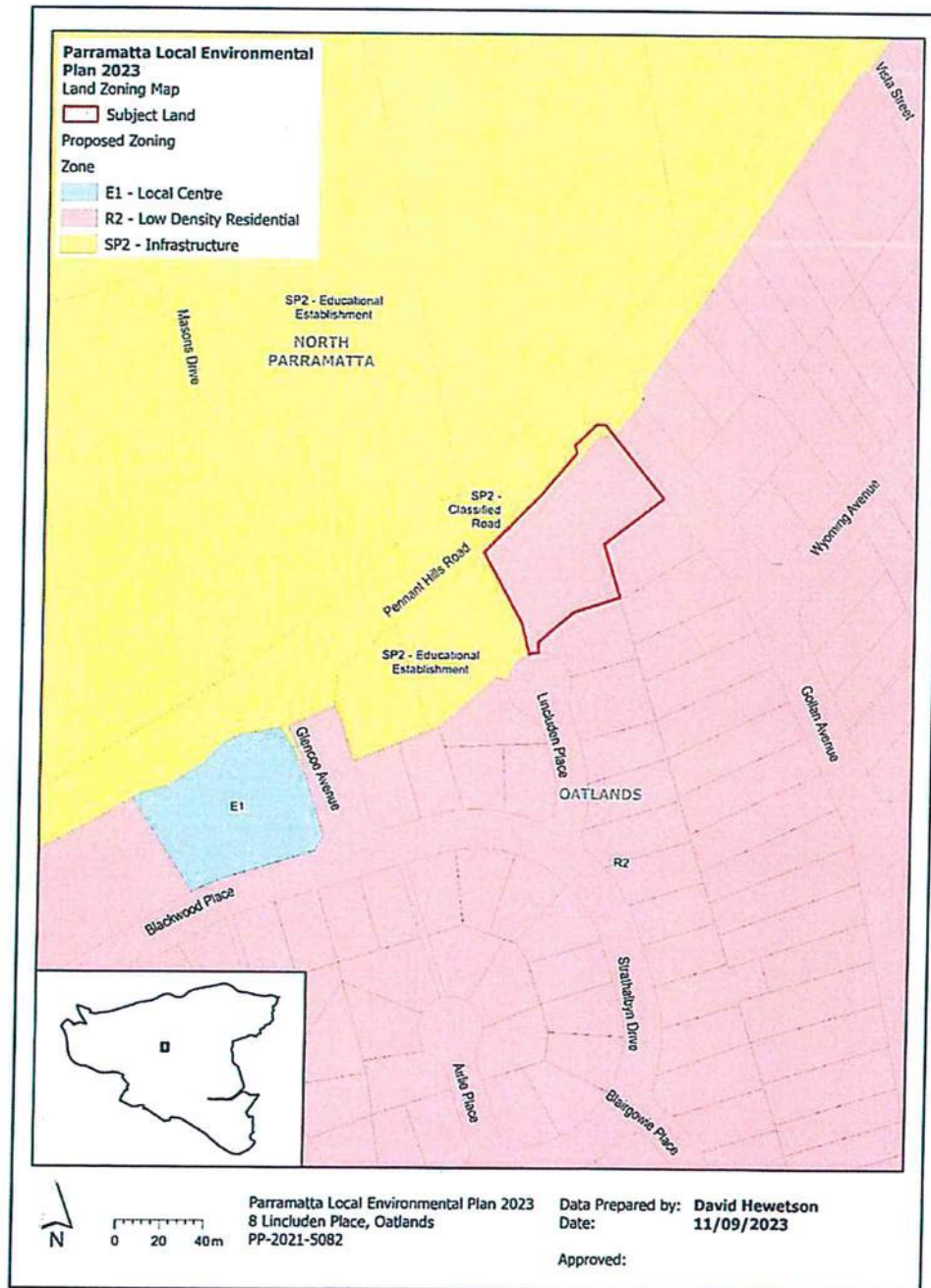


Figure 18 – Proposed amendment to the *Parramatta Local Environmental Plan 2023* Zoning Map.

Figure 19 illustrates proposed Floor Space Ratio control of 0.5:1 for the site at 8 Lincluden Place, Oatlands.

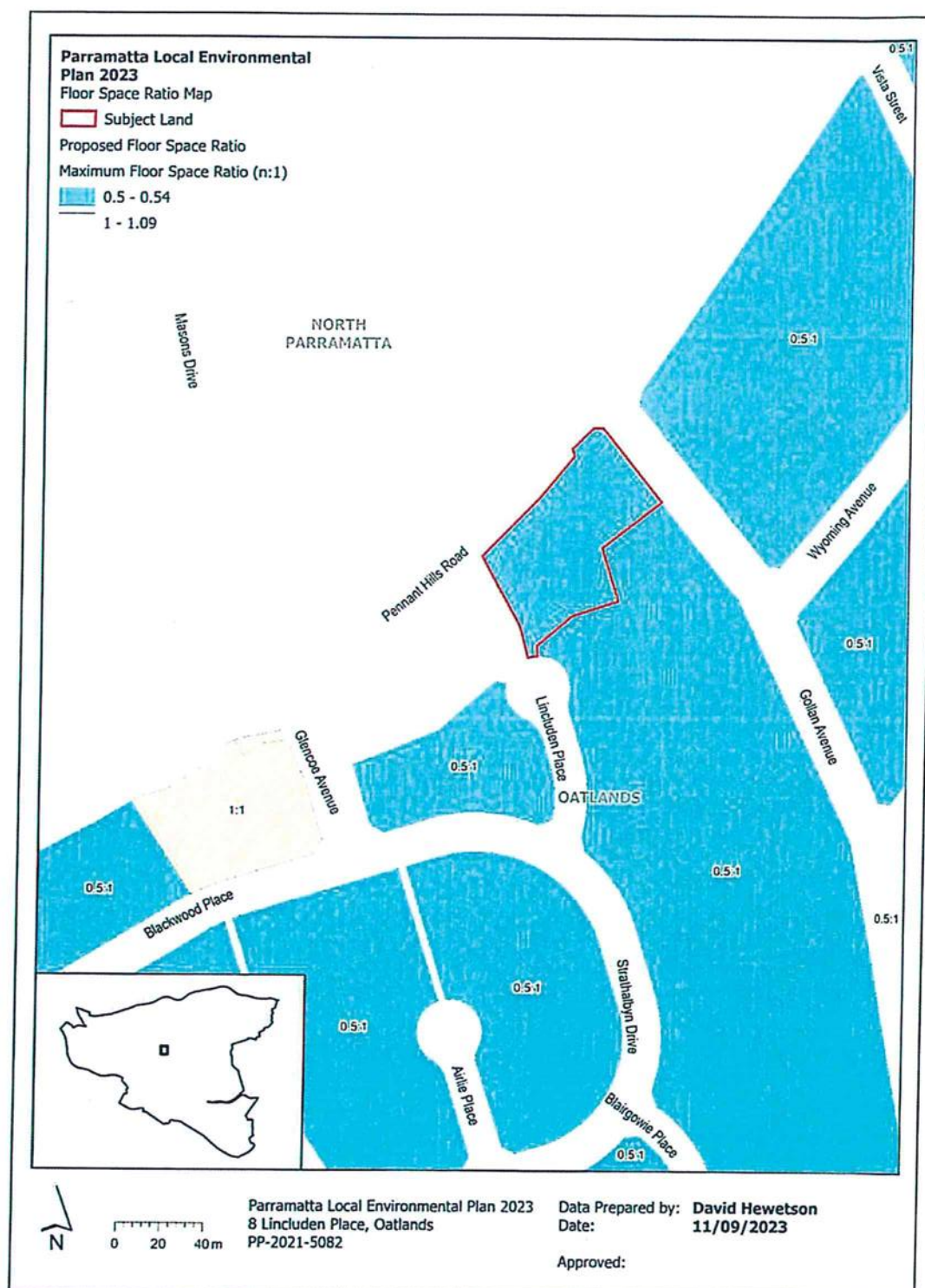


Figure 19 – Proposed amendment to the *Parramatta Local Environmental Plan 2023* Floor Space Ratio Map.

Figure 20 illustrates proposed Dual Occupancy Prohibition controls for the site at 8 Lincluden Place, Oatlands.

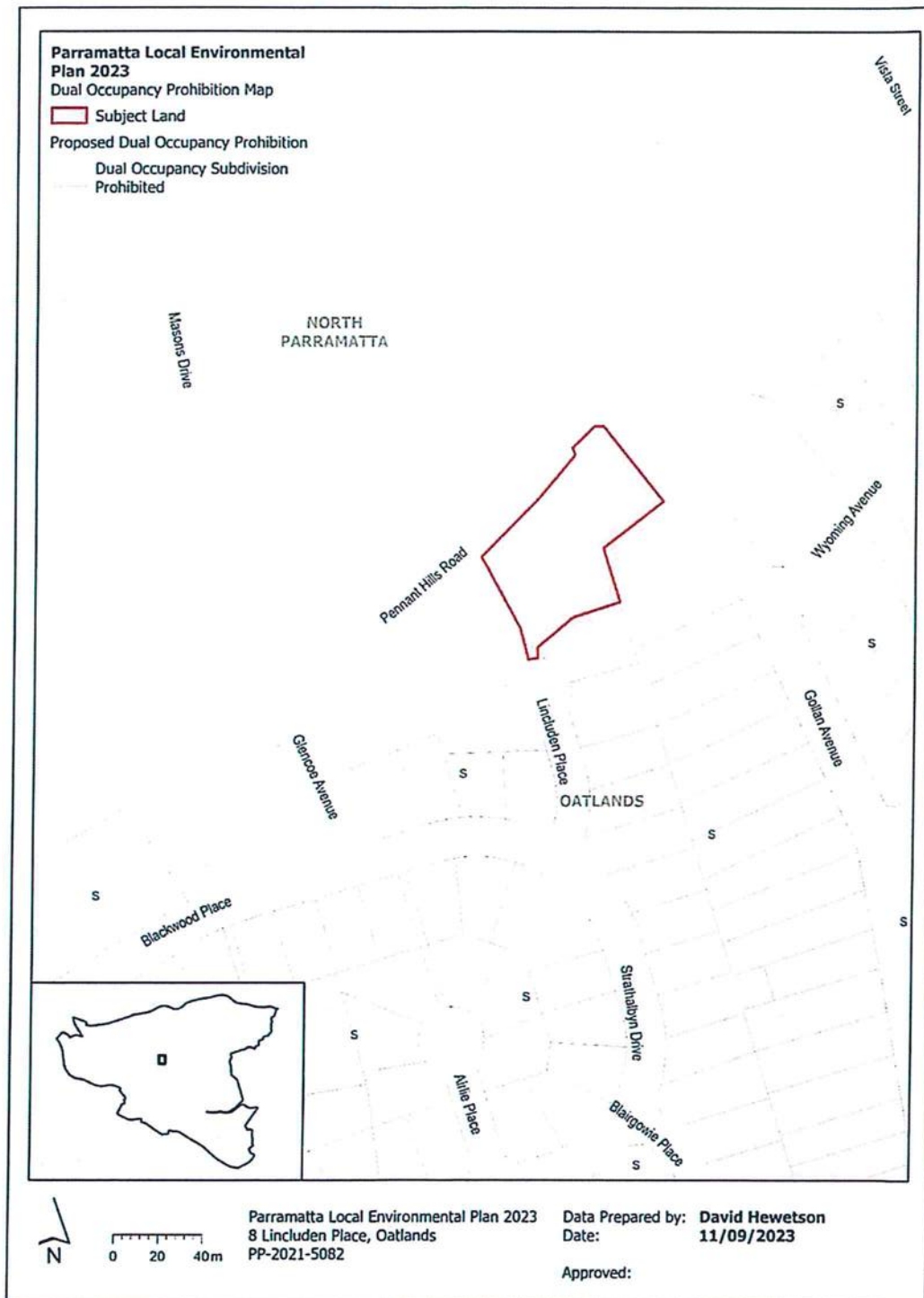


Figure 20 – Proposed amendment to the *Parramatta Local Environmental Plan 2023* Dual Occupancy Prohibition Map.

PART 5 – COMMUNITY CONSULTATION

The Planning Proposal (as revised to comply with the Gateway determination) is to be publicly available for community consultation.

Public exhibition is likely to include:

- display at Council's Customer Service centre;
- display at Carlingford and Dundas libraries;
- display on the Council's website; and
- written notification to adjoining landowners.

The Gateway determination will specify the level of public consultation that must be undertaken in relation to the Planning Proposal including those with government agencies.

Consistent with sections 3.34(4) and 3.34(8) of the *EP&A Act 1979*, where community consultation is required, an instrument cannot be made unless the community has been given an opportunity to make submissions and the submissions have been considered.

PART 6 – PROJECT TIMELINE

Once the Planning Proposal has been referred to the Minister for review of the Gateway Determination and a Gateway determination is received, the anticipated project timeline will be further refined, including at each major milestone throughout the Planning Proposal's process.

Table 7 below outlines the anticipated timeframe for the completion of the Planning Proposal.

Table 7 – Anticipated timeframe to Planning Proposal process

MILESTONE	ANTICIPATED TIMEFRAME
Report to LPP on the assessment of the PP	October 2022
Report to Council on the assessment of the PP	November 2022
Referral to Minister for review of Gateway determination	December 2022
Date of issue of the Gateway determination	January 2023
Date of issue or revised Gateway determination (if relevant)	N/A
Commencement and completion dates for public exhibition period	December 2023 – February 2024
Commencement and completion dates for government agency notification	December 2023 – February 2024
Consideration of submissions	March 2024
Consideration of Planning Proposal post exhibition and associated report to Local Planning Panel	April 2024
Consideration of Planning Proposal post exhibition and associated report to Council	May 2024
Submission to the Department to finalise the LEP	June 2024
Notification of instrument	July 2024

Appendix 1 – Heritage Impact Statement

[Weir Phillips Heritage and Planning 2021]

Appendix 2 – Traffic Assessment Study

[TTPP Transport Planning 2021]

del. ufgan 