

**Explanatory Note**  
**Planning Agreement**  
**168 Narellan Road, Campbelltown**

## **1 Introduction**

---

- (1) The purpose of this Explanatory Note is to provide a plain English summary to support the notification of a proposed Voluntary Planning Agreement (**Planning Agreement**) under s7.4 of the *Environmental Planning and Assessment Act 1979* (NSW) (**Act**).
- (2) This Explanatory Note has been prepared jointly between the parties as required by clause 205 of the *Environmental Planning and Assessment Regulation 2021* (NSW) (**Regulations**).
- (3) This Explanatory Note is not to be used to assist in construing the Planning Agreement.

## **2 Parties to the Planning Agreement**

---

The parties to the Planning Agreement are:

- (1) Campbelltown City Council (ABN 31 459 914 087) (**Council**); and
- (2) Franciscan Order of Friars Minor (ABN 63 004 232 633) (**Developer**).

## **3 Description of the Land to which the Planning Agreement applies**

---

The Planning Agreement applies to the land comprising:

- (1) Lot 3 in Deposited Plan 1213869 (**Lot 3**); and
  - (2) Lot 954 in Deposited Plan 1027535 (**Lot 954**),
- known as 168 Narellan Road, Campbelltown (**Land**).

## **4 Description of the Development to which the Planning Agreement applies**

---

The Planning Agreement applies to the development approved by notice of orders (case no. 2022/00346358) issued by the Land & Environment Court of New South Wales in connection with development application DA 1933/2022/DA-SW (**Development**).

The Development includes the subdivision of Lot 3 to create fifty-seven (57) residential lots and one (1) residue lot, demolition of all existing structures, clearing of vegetation, earthworks, construction of an underground onsite detention basin, construction of internal roads and cycleways and associated landscaping.

## **5 Summary of objects, nature and effect of the Planning Agreement**

---

The **objective** of the Planning Agreement is to provide community infrastructure, amenities and resources to the Campbelltown LGA community by facilitating the delivery of the development contributions as set out in **Schedule 1** in a timely and efficient manner, including:

- (1) the dedication of land as set out in **Part 1 of Schedule 1**;
- (2) the provision of works as set out in **Part 2 of Schedule 1**; and
- (3) the payment of monetary contributions as set out in **Part 3 of Schedule 1**,

**(Contributions).**

The **intent** of the Planning Agreement is to facilitate the provision of the Contributions by the Developer.

The Planning Agreement will be registered on the title of the Land.

Council will be able to withhold Subdivision Certificates until such time as the Contributions (which are all required to be delivered prior to, or upon, the relevant subdivision) are made.

Prior to the issue of a Subdivision Certificate for the Development, the Developer is required under the Planning Agreement to provide to Council any financial security which the Developer is required to provide in accordance with a condition of development consent for the Development.

Where the Contributions include the dedication of land, and the Developer does not dedicate any part of land required to be dedicated by the time it is required, then the Developer permits Council to compulsorily acquire that land for compensation in the amount of \$1.00.

The **nature** of the Planning Agreement is a contractual relationship between the Council and the Developer for providing the Contributions.

The **effect** of the Planning Agreement is that the Developer will provide the Contributions in the manner provided for by the Planning Agreement (as applicable) and as set out in **Schedule 1**.

## **6 Assessment of the merits of the Planning Agreement**

---

### **6.1 The planning purposes served by the Planning Agreement**

In accordance with section 7.4(2) of the Act, the Planning Agreement promotes the following public purposes:

- (1) Provision of contributions to accommodate and meet the demands of future developments and to mitigate the potential impacts of the Development on existing infrastructure.
- (2) The monitoring of the planning impacts of development on the Land.

### **6.2 How the Planning Agreement promotes the public interest**

In accordance with the objects of the Act, the Planning Agreement promotes the public interest in the following manner:

- (1) By providing certainty for the Developer and Council as to the provision of the Contributions directed towards community infrastructure within the Campbelltown LGA community.
- (2) By promoting the social and economic welfare of the community and a better environment.
- (3) The promotion and co-ordination of the orderly and economic use and development of Land to which the Planning Agreement applies.
- (4) The Planning Agreement will provide an opportunity for involvement and participation by members of the community in development assessment and are invited to make comment on the Planning Agreement.

### **6.3 How the Planning Agreement promotes Council's guiding principles**

The Planning Agreement promotes a number of Council's guiding principles under section 8A of the *Local Government Act 1993* (NSW), as follows:

- (1) The exhibition of the Planning Agreement facilitates the involvement of members of the public in the consultation process for the Planning Agreement.
- (2) To plan strategically for the provision of effective and efficient services and regulation to meet the diverse needs of the local community.
- (3) To act fairly, ethically and without bias to the interests of the local community.
- (4) To recognise diverse local community needs and interests.
- (5) To have regard to the long term and cumulative effects of its decisions on future generations.
- (6) Transparent decision-making and active engagement with local communities, through the use of the integrated planning and reporting framework and other measures.
- (7) To engage in long-term strategic planning on behalf of the local community;
- (8) The Planning Agreement makes it clear that Council has a statutory role as consent authority in relation to the development proposal and that the Planning Agreement is not intended to unlawfully influence the exercise of Council's regulatory functions.

## **7 Identification of whether the Planning Agreement conforms with the Council's capital works program**

---

The Planning Agreement conforms with Council's capital works program.

## Schedule 1 - Contributions

The following contributions will be provided in accordance with the Planning Agreement.

### Part 1 – Designated Land


Item	Description	Timing for Completion	Contribution Value
1	That part of the Designated Land (see the plan below) identified as roads and associated footpaths and the onsite detention basin within the land identified as Lot 3 in Deposited Plan 1213869.	Upon registration of the plan of subdivision in connection with the Development.	Not Applicable
2	The whole of the Land identified as Lot 954 in Deposited Plan 1027535.	Simultaneously with (or prior to) the registration of the plan of subdivision in connection with the Development.	Not Applicable



## Part 2 – Works

Item	Description	Specifications	Timing for Completion	Contribution Value
1	Construction of all roads and associated footpaths and Onsite Stormwater Detention Basin within the Land identified as Lot 3 in DP1213869 and as reflected in images below.	Road and drainage plan sheet 1 of 3 – 368-21C-DA-0101 Rev F, sheet 2 of 3 – 368-21C-DA-0102 Rev F, and sheet 3 of 3 – 368-21C-DA-0103 Rev F prepared by Craig and Rhodes.	Prior to issue of the first Subdivision Certificate in connection with the Development.	\$1,703,135.00
2	Construction of approximately 87 lineal metres of shared footpath on the Land identified as Lot 954 in Deposited Plan 1027535 and as reflected in the images below.	Road and drainage plan sheet 1 of 3 – 368-21C-DA-0101 Rev F prepared by Craig and Rhodes.	Prior to issue of the first Subdivision Certificate in connection with the Development.	\$17,861.00

Lot 3



**PROPERTY DETAILS**


**Address**  
168 Narellan Road  
Campbelltown NSW 2560  
Australia

**Details**

Area	35761.48 m²
Jurisdiction ID	4066833
State	NSW
Street Number	168

[SETTINGS](#)

Lot 954



**PROPERTY DETAILS**

**Address**  
NSW Australia

**Details**

Area	318.62 m²
Jurisdiction ID	2870467
State	NSW
Street Number	-

[SETTINGS](#)

### Part 3 – Monetary Contributions

Item	Description	Timing for Completion	Contribution Value
1	Loss of Koala Habitat calculated in accordance with the Campbelltown Koala Plan of Management being for:  1. tree 10 Eucalyptus tereticornis. 2. tree 13 Eucalyptus tereticornis. 3. tree 54 Lophostemon confertus. 4. tree 61 Lophostemon confertus. 5. tree 75 Eucalyptus tereticornis.	Prior to the issue of the first Subdivision Certificate for the Development.	\$44,578.56
2	Ongoing maintenance of Onsite Stormwater Detention Basin by Council, including replacement of cartridges as and when required within Lot 3 Deposited Plan 1213869.	Prior to the issue of the first Subdivision Certificate for the Development.	\$300,000.00