

Explanatory Note

Planning Agreement

184 Narellan Road, Campbelltown (Lot 4 DP1213869)

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**);
- (2) NHP Campbelltown Pty Limited (ABN 90 653 848 456) (**Developer**); and
- (3) Clearstate Camnarr192 Nominee Pty Ltd (ABN 97 653 711 954) (**Landowner**).

3 Description of the Land to which the Planning Agreement applies

The Planning Agreement applies to the land comprising Lot 4 in Deposited Plan 1213869, known as 184 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. 2022/00227044) issued on 2 November 2023 by the Land & Environment Court of New South Wales in connection with development application DA 1421/2022/DA-SW, including as amended by any subsequently approved modifications under section 4.55(1A) of the Act (being a modification of minimum environmental impact, which does not materially impact the Works subject to the Planning Agreement or a modification which substantially alters the yield of the relevant development) (**Development**).

The Development involves a staged subdivision to create one hundred and twenty nine (129) residential lots and five (5) residue lots, including clearing of vegetation, earthworks, construction of a temporary and permanent detention basin, construction of roads, construction of an acoustic wall 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 (Contributions)** in a timely and efficient manner.

In respect of the Neighbourhood Shop Park works at Item 3 of Part 1 of **Schedule 1**, the parties are required to reach agreement as to whether the Option 1 or Option 2 works will be delivered prior to the Subdivision Works Certificate for Stage 4A of the Development (or such other timeframe agreed by the parties). If the parties reach agreement on the detailed design for Option 1 (and an authority does not require the Option 2 works), then Option 1 will apply (otherwise Option 2 will apply).

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 required to be delivered before a Subdivision Certificate) are made.

The Developer will provide Council with the following security to ensure completion of the Contributions:

- (1) Prior to the issue of a Subdivision Certificate for any stage of the Development where Item 1 in Part 1 of **Schedule 1** must be Completed, a bank guarantee for an amount equivalent to ten per cent (10%) of the Contribution Value for the relevant items of Works to satisfy any defects in the Works during the relevant Defect Liability Period (which will be twelve (12) months commencing from the date the item of Works is completed) (**Defects Security**).
- (2) The Maintenance Cash Deposit (constituting Item 3 in Part 2 of **Schedule 1**) to secure its maintenance obligations during the relevant Maintenance Period (which will be the period set out in the relevant Vegetation Management Plan (**VMP**) to the extent that the relevant land forms part of the vegetation management area in the VMP (**Maintenance Land**), or otherwise for a period of twelve (12) months commencing from the date the item of Works is completed).
- (3) The registration of a public positive covenant (constituting Item 2 in Part 2 of **Schedule 1**) on the Maintenance Land for the relevant Maintenance Period prior to the issue of the Subdivision Works Certificate for Stage 1 of the Development.

To the extent that the Contributions include the dedication of land, and the Landowner does not dedicate any part of land required to be dedicated by the time it is required, then the Landowner 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, the Landowner and the Developer for providing the Contributions.

The **effect** of the Planning Agreement is that the Developer and Landowner 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, Landowner 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 are provided in accordance with the stages of the Development set out in the Overall Staging Plan annexed to the Planning Agreement.

Part 1 – Completion of Works and dedication of Land

Item	Nature and extent of Contribution Item	Due date or development lot trigger – Dedication of Land	Due date or development lot trigger – Completion of Works	Notional Value of Land	Notional Value of Works	Approx. land area
1	Stage 1 Riparian Area Works Commence works identified as ‘ <i>Stage 1 – Pre-restoration works</i> ’ as set out in the VMP	N/A	Must have commenced prior to the issue of the first Subdivision Certificate in connection with Stage 1 of the Development.	N/A	\$36,923.50	N/A
2	Stage 2 Riparian Area Works Works identified as ‘ <i>Stage 2 – Construction works</i> ’ as set out in the VMP	N/A	Prior to the issue of the first Subdivision Certificate in connection with Stage 4A of the Development.	N/A	\$73,401.46	N/A
3	Neighbourhood Shops Park [Option One] Embellishment of the Neighbourhood Shop Park and dedication of land	Prior to the issue of the first Subdivision Certificate in connection with Stage 4B of the Development		\$482,614	\$100,000	1,241m ²

Item	Nature and extent of Contribution Item	Due date or development lot trigger – Dedication of Land	Due date or development lot trigger – Completion of Works	Notional Value of Land	Notional Value of Works	Approx. land area
	Neighbourhood Shops Park [Option Two] Where a temporary basin is required to be constructed, the construction of the temporary basin. Decommissioning of the temporary basin, and the embellishment of the Neighbourhood Shop Park and dedication of land.	Prior to the issue of the first Subdivision Certificate in connection with Stage 4B of the Development		\$482,614	110,000	1,241m ²
		If Option 2 is selected, upon the completion of downstream works making the temporary basin redundant the decommissioning works under Option 2 are to be carried out.				

Part 2 – Other Contributions

Item	Nature and extent of contribution	Public Purpose	Contribution Value	Due date or development trigger
1	Koala Habitat Rehabilitation Program Monetary Contribution	Compensation for loss of Koala habitat.	The amount of the contribution must be calculated at the time this document is executed in accordance with the <i>Comprehensive Koala Plan of Management 2018</i> (in force at the date of execution)	Prior to the issue of the first Subdivision Certificate in connection with the Development.

			As at the date of this document, the Contribution Value is estimated to be \$242,850.00 to be indexed in line with the Index.	
2	Registration of a Public Positive Covenant on the title to the Maintenance Land in accordance with condition 39 of the Development Consent.	Maintenance and Public access	N/A	Prior to the issue of the first Subdivision Works Certificate in connection with the Development (excluding Subdivision Works Certificate for Bulk Earthworks).
3	Maintenance Cash Deposit	Maintenance for years 6 to 15 in connection with the Maintenance Land and under the VMP.	\$262,931	Prior to the sixth (6 th) anniversary of the commencement of the Maintenance Period in connection with the Maintenance Land.
		Maintenance for years 16 to 25 in connection with the Maintenance Land and under the VMP.	\$100,000	Prior to the sixteenth (16 th) anniversary of the commencement of the Maintenance Period in connection with the Maintenance Land.