

Wagga Wagga DCP Part F

Section xx: Entry Point Housing Scheme

Prepared for:

Wagga Wagga Council

15 May 2026



Acknowledgment of Country

HillPDA acknowledges the Traditional Custodians of Country throughout Australia and their continuing connection to land, waters, culture, and community.

We acknowledge the Gadigal people of the Eora Nation and Wurundjeri Woi-wurrung and Bunurong / Boon Wurrung peoples of the Kulin Nation, the traditional owners of the land on which this report is prepared, and we show our respect for elders' past and present.

Quality assurance

This document is for discussion purposes only unless finalised and approved by a Principal of HillPDA.

Version	Date	Prepared by	Reviewed by	Approved by
	31 March 2026			
	2 April 2026			
	7 April 2026	J. Rudolph	J. Rudolph	J. Rudolph
	9 April 2026			
Final	29 April 2026	J. Rudolph	J. Rudolph	J. Rudolph
Final May 2026	16 May 2026	J. Rudolph	J. Rudolph	J. Rudolph

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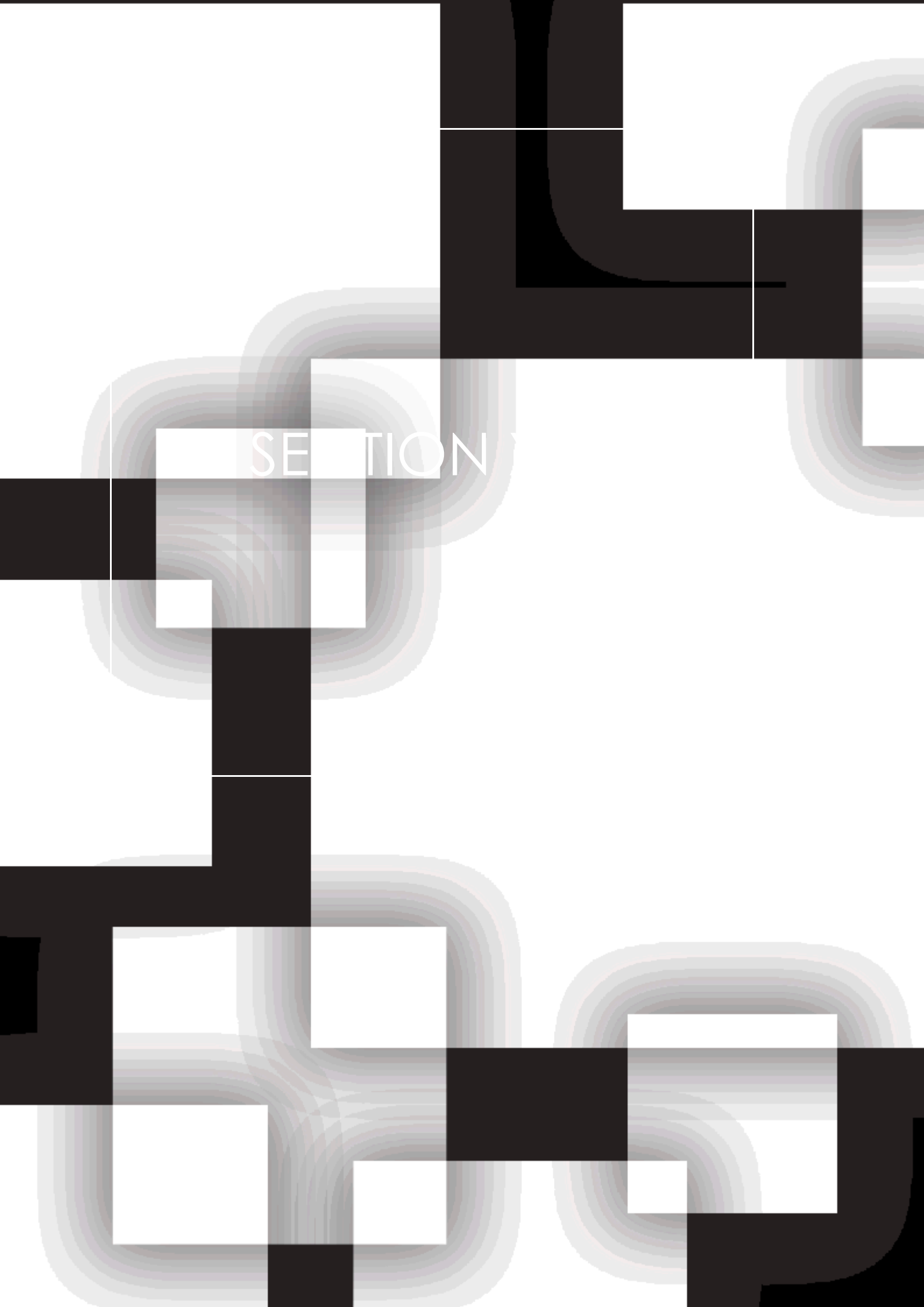
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SECTION

1. ENTRY POINT HOUSING SCHEME

This proposed Development Control Plan chapter, Section xx: Entry Point Housing, will override Part B Section 2, Part D Section 9, xxxx of the Wagga Wagga Development Control Plan 2010 as amended.

1.1 Application

This Chapter of the Wagga Wagga Development Control Plan (DCP) applies to all R1 General Residential and R3 Medium Density zoned land (as defined in the Wagga Wagga Local Environmental Plan 2010) within the local government area of Wagga Wagga where residential development complies with the eligibility criteria of the Entry Point Housing Program.

This chapter should be read in association with clause xxx of the Wagga Wagga Local Environmental Plan 2010 (WLEP), which sets out the requirements to developers to provide individuals/families who do not currently own a property to enter home ownership at a targeted entry price point.

1.2 Commencement date

This Section of the Wagga Wagga Development Control Plan 2010 (the DCP) was approved by Council on xxx 2026.

1.3 About this Section of the DCP

1.3.1 Context

Entry Point Housing (EPH) is an initiative designed to provide a development consent pathway to create an accessible home ownership opportunity at a target price point, for individuals who do not currently own a home. EPH provides an opportunity for a high-quality, entry level home.

EPH is designed to offer an affordable pathway to homeownership, providing individuals with an opportunity to build equity rather than continuing to pay rent. While these homes may not be intended as “forever” homes, they can serve as a practical, long-term option for those whose lifestyle and needs align with them. It is assumed that buyers will use Entry Point Housing as a stepping stone - purchasing a home at an accessible price, accumulating equity over time, and eventually leveraging that equity to transition into their next property as their circumstances evolve.

Unlike “affordable housing” models which have a variety of income tests and sale prices formula rules, EPH adopts a more flexible approach. While there are some basic restrictions on buyers (must be owner-occupiers rather than investors), anyone who does not own other property can buy an Entry Point House.

For developers of EPH, Council is providing a streamlined assessment process and less prescriptive tailored controls to encourage quality housing at a lower price. The removal of restrictions and prescriptions will produce innovation in how cost savings in the build price can be found. The fast track development assessment process provides greater confidence, and an incentive as a reduced timeframe compared, to regular housing products.

The benefit of the Program is outlined in the table below.



Figure 1: The benefits of Entry Point Housing

Source: Wagga Wagga Council (2026)

For Council, the EPH program provides a streamlined planning process on the basis that the developer/builder satisfies Council that the dwelling outcome will be sold at an entry level price point. A legal agreement, such as a planning agreement, must be entered into to achieve the intended outcomes for the EPH program.

From an implementation or operational point of view, it requires developers who wishes to access the Entry Point Housing to undertake the following:-

- lodge a development application under Part 4 of the Environmental Planning and Assessment Act, 1979, with Council.
- enter into a planning agreement with Council to meet a range of requirements, including complete the construction within two years of approval and an agreed price for the sale of each dwelling.
- ensure future purchasers meet specified criteria, including not owning any other property at the time of purchase and that they reside in the house for during their ownership of the property within the prescribed period.

The proposed EPH Program can have significant community and public benefits by increasing home ownership within the LGA, thereby facilitating a place to call home, participating in the economy, and being part of the community.

1.1.1. Definition

Entry Point Housing (EPH) is a pathway that enables individuals/families who do not currently own a property to enter home ownership at a targeted entry price point.

An attached dwelling, dwelling house, multiple dwelling (villa – single storey), multiple dwelling (townhouses), dual occupancy (attached) and/or semi-detached or the like, that meets the requirements for Entry Point Housing in this Development Control Plan and functions as a market related entry point dwelling priced to support home ownership.

1.4 Objectives

The objectives of the EPH DCP Section are to:-

- Create a development pathway to enable the development of entry point housing
- Encourage and facilitate the construction of good quality design of housing for people interested in owning their own home
- To provide a proportionate level of design detail to ensure quality EPH whilst facilitating design innovation
- Providing a mechanism to ensure developers and builders can satisfy the necessary requirements for the EPH program, ensuring EPH dwellings are sold to eligible persons.

1.5 Requirements for Entry Point Housing

As EPH is to occur across the LGA, there are important criteria for developers/builders to fulfill to participate in the program and to ensure that entry point purchasers are not forced to live in remote areas or have substandard living arrangements.

In this respect, the criteria for EPH are the following:-

1. Applies to land zoned R1 General Residential and R3 Medium Density Residential under the WWLEP
2. EPH can comprise the following types of residential accommodation, namely attached dwelling, dwelling house, multiple dwelling (villa – single storey), multiple dwelling (townhouses), dual occupancy (attached) and semi-detached.
3. The land should be accessible and well located, meaning land should have road frontage and be serviced, be within 800m or close to a bus stop or public transport, as well as be within 800m of open space, local shops or social facilities.
4. The proposed height of an EPH dwelling should be 9.5m or lower in order not to have any impact of overshadowing nor impact the street character.
5. The dwelling should comply with the National Construction Code and BASIXs.

1.6 Requirement for developers/builders to undertake Entry Point Housing

A developer/builder may have a single lot or greenfield site as part of the development. EPH will only apply to those lots and dwellings that achieve the EPH program.

In this respect, a consent authority will not grant development consent to development for the purposes of EPH unless it is satisfied that the EPH dwellings will be constructed, sold and retained as EPH in accordance with the requirements of this DCP. The developer is required to commit to various requirements which are outlined in a legal agreement.

The EPH program requires a developer to make “suitable arrangements” for the provision of EPH. For example, a developer may enter into a planning agreement with Council in connection with a development application for development that includes EPH.

Such an agreement should include commitments that:-

1. The EPH is constructed in accordance with the development consent granted by the consent authority
2. Development is to commence within 24 months of the issuing of consent and be completed with EPH dwellings made available for sale expeditiously thereafter
3. Each EPH dwelling is to be sold at a specific price, which is suitable for an “entry point” purchase
4. EPH dwellings are to be sold to eligible purchasers only (see Section 1.7 below)
5. The agreement is registered on title and will remain on the title(s) of any EPH dwelling for a 10 year period.

A template planning agreement that incorporates the above matters is attached in Appendix A.

In addition, the developer/builder must provide the mandated information and documents (as outlined in Section 3 of this document) with the development application.

1.7 Eligibility criteria of purchasers

The objective of the EPH is to ensure the residential dwelling/s will be sold by the developers/builders to a purchaser at an entry price point, as agreed with Council. In order to be eligible to purchase an EPH dwelling, the purchaser must: -

1. Must work and/or live in Wagga Wagga LGA.
2. Not own any real property either individually or jointly (tenants in common or joint tenants) with anyone in NSW.
3. Occupy the dwelling as its principal place of residence, and may not sell the home for a minimum of 2 years from the date of settlement. Various conditions apply as found in the Voluntary Planning Agreement template.
4. Not rent the dwelling, whether on a short term or longer term basis, for a minimum of 10 years from the date of settlement.
5. A person may only purchase (individually or jointly) one EPH dwelling; once one dwelling is purchased that person becomes an ineligible purchaser of future EPH projects.

1.8 Relationships to other plans

The DCP supplements the local provisions of the WWLEP by providing additional detail. The DCP should be read in conjunction with the WWLEP.

The EPH development application must conform to the requirements of the WWLEP, including the zones that are prescribed and uses that can be undertaken in those zones. The WWLEP will prevail where there is an inconsistency with the DCP.

The Wagga Wagga Local Infrastructure Contribution Plan 2019 will apply.

1.9 Savings and transitional provisions

This Plan does not apply to any development application; any application to modify development consent under section 4.55 of the Environmental Planning and Assessment Act 1979, or any application for a review of determination under section 8.2 of the Environmental Planning and Assessment Act 1979, which was lodged with Council but not finally determined before the commencement of this Plan. Any application lodged before the commencement of this chapter will be assessed in accordance with any previous Development Control Plan, technical policy or other Council policy that applied to the site at the time of the application was lodged.

2.0 EPH MANDATORY STEPS AND PROCESS

EPH provides a development assessment and consent pathway to support development of housing which provides an entry point to property ownership.

The planning pathway for EPH requires endorsement by the consent authority of the amendments to the local environmental plan as well as a development control plan (this document). It also requires the planning agreement template to be endorsed by the local council, with delegation provided by Council to the General Manager to implement the program. This enables a streamlined and faster process for a development application.

There are two EPH planning pathways, with the major difference being whether Council owned land is included in any EPH project, thus requiring additional steps in the process. The two EPH planning pathways are:-

1. EPH to be undertaken on privately owned land, subject to achieving the eligibility criteria.
2. EPH development, subject to the agreement from Council and other local government legislative approvals, on Council owned land. If EPH occurs on Council owned land, then it is more complex process as Council will need to determine the arrangements of the land i.e. lease or disposal.

In each of the pathways, there are three main stages, namely:-

Stage 1: Endorsement to use the EPH pathway by the Local Council

- This involves early discussions or a pre-DA meeting with Council regarding the potential EPH site, the proposed EPH housing typology and parties agreeing to provide an offer to enter into a planning agreement.
- Negotiating the conditions of a planning agreement, including the entry point housing purchase price, and coming to an agreement.
- Council support of the planning agreement.
- Public exhibition of a planning agreement.

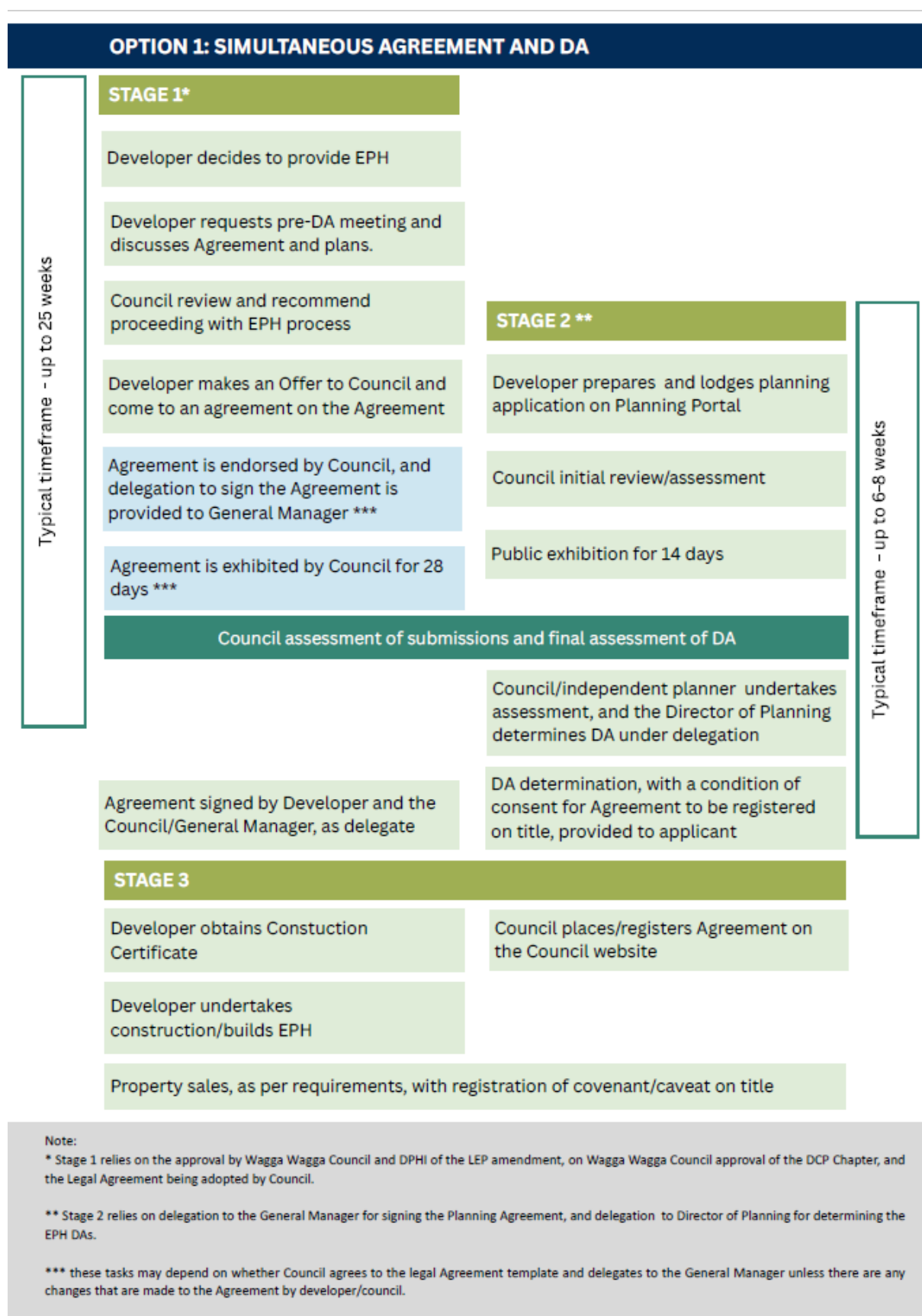
Stage 2: Planning Consent under the EPH Pathway

- This involves preparing and submitting a development application with the necessary supporting documents.
- Planning assessment, public exhibition and review of submissions.
- Planning application determination.

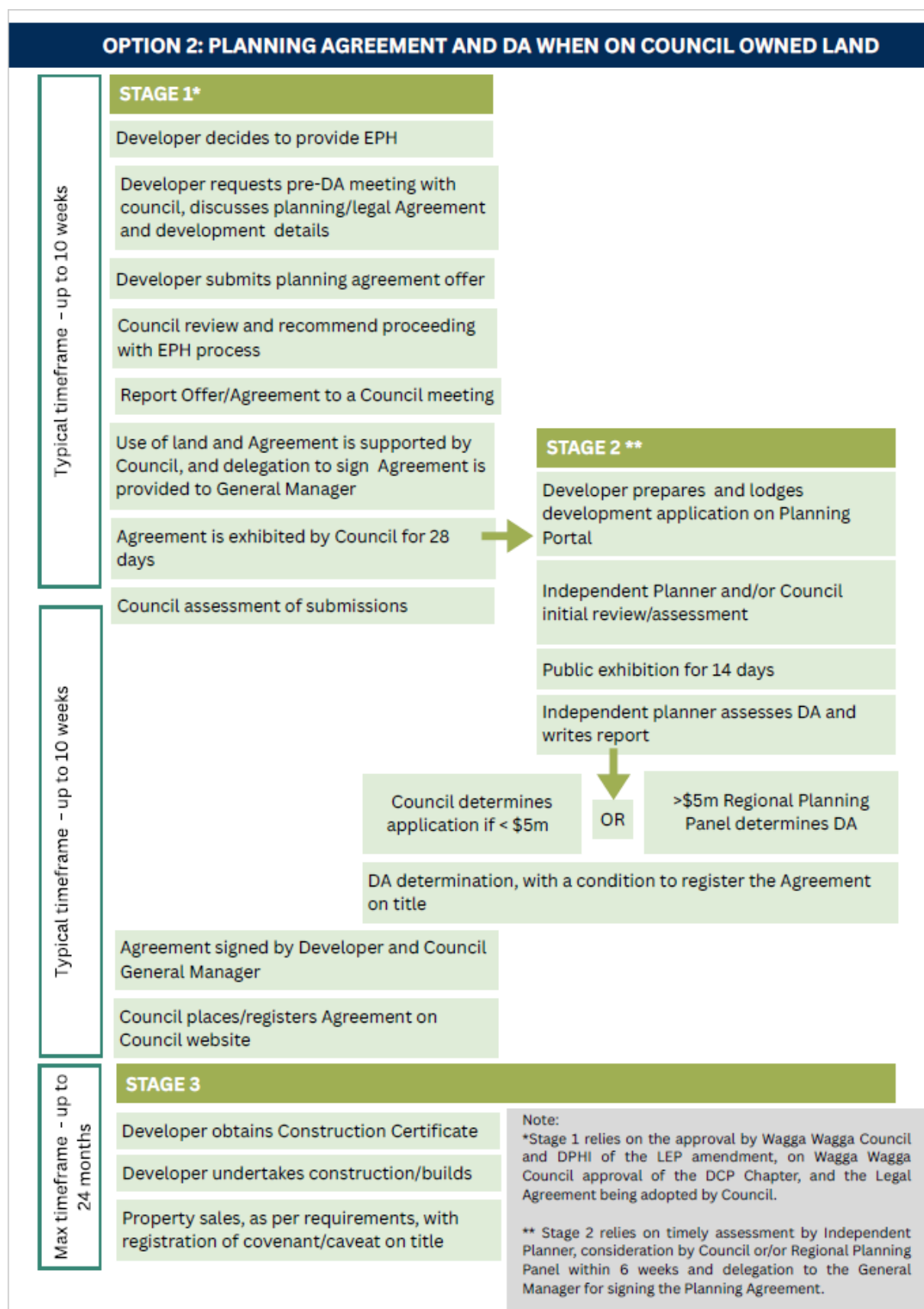
Stage 3: Post Determination implementation

- This involves the proponent registering the planning agreement on title and establishing the build program with the start/completion dates and other building contract conditions with the builder.
- Proponent/developer satisfying the condition of consent.
- Construction of the EPH housing.
- Upon the sale of the dwelling the proponent will issue a caveat on title to manage the condition of sale.

Two flow diagrams are outlined below to demonstrate the process of the two EPH planning pathways.



Planning Pathway 2 - EPH development, subject to the agreement from Council and other local government legislative approvals, on Council owned land.



3.0 APPLICATION INFORMATION TO BE PROVIDED

This section of the DCP outlines the information required to be submitted for Entry Point Housing development application to Council, over and above, or including information required as stated in Part 3 Division 1 of the Environmental Planning and Assessment Regulation 2021.

Table 1: Documentation and information to be provided with the development application

Requirement	Description
Proponent Details	The name and address of the applicant.
Description	A description of the proposed development to be carried out.
Location	The address and particulars of title of the land on which the proposed EPH is to be carried out.
The estimated cost of development	The estimated cost of development.
Sale price	The sales price of each EPH dwelling type to be developed.
Landowner consent	Evidence of landowner consent.
Site plan	A Site plan including location, boundary, site area, existing vegetation, the location and uses of existing buildings,
Documents accompanying the DA	A list of documents accompanying the application
Planning document	- Statement of Environmental Effects, including a statement including any development compliance departures that are being put forward for consideration. - Documentation demonstrating that the requirements for “suitable arrangements” be made with Council to deliver the objective of the Program, such as a planning agreement.
Development drawings and context	- Scaled floor plans of the proposed dwellings showing layout, partitioning, room size and floor areas (minimum dwelling size of 50sqm) - Elevations. - Proposed parking arrangements including any entry/exit points for vehicles and any provision for vehicle movement within the site. - Proposed landscaping and plan. - Levels of the land in relation to buildings and roads. - Sample board of proposed materials and colours. - Details of proposed facades - Boundary fence and materials. - BASIXs certificate - Engineering and stormwater plans
Prior experience of builder/developer	Relevant and recent experience, personnel.

Source: HillPDA and Environmental Planning and Assessment Regulation 2021 (2026)

4.0 DESIGN CONTROLS

This DCP provides a simple pathway for developers/builders to gain greater confidence to build dwellings at an entry price point for future homeowners because of the simple design control.

The DCP includes a few key guiding controls relevant to Entry Point Housing to ensure that all future homeowners are entitled to good-quality house design, good amenities, and privacy.

4.1 Objectives

1. To ensure quality landscaped open space and green canopy cover on site to reduce urban heat effects and manage on site water
2. To integrate building design and landscaping with internal living areas that link to quality private open space.
3. To provide front and rear setbacks to ensure dwellings are compatible with the surrounding neighbourhood, and ensure adequate onsite areas for access, parking, landscaping, drainage and privacy for adjacent neighbours
4. To ensure development reduces private vehicle ownership and provides minimum parking on site
5. To limit height of buildings to minimise overshadowing of adjacent dwellings and to ensure privacy.

4.2 Controls

1. One car parking space per dwelling should be provided on site, with a preference to be within a covered structure.
2. A dwelling should have a minimum floor area of 50sqm.
3. Landscaped open space and green canopy cover should be provided as per the Table 2 below. Landscaping should include any of the following: green cover, green roofs, green walls, pergolas with climbers, planters, lawns and gardens, rain gardens and permeable pavements, and 50% native species.
4. Provide usable and sufficiently sized private open space to gather, socialise or recreate as per the table below.
5. Dwellings should be set back from the front and rear boundaries as outlined in the table below.
6. Create a front setback to ensure a vehicle can park on the site in the driveway and not inhibit movement on the sidewalk.
7. Maximum height of 9.5m to reduce overshadowing of adjacent dwellings and to support privacy for adjacent neighbours.

Please refer to Table 2 on the following page.

Table 2: Design Controls for EPH

Control	Housing type - Zero lot line or small lot	Housing type – semi detached	Housing type – single storey villa	Housing type - townhouse	Housing type – prefabricated dwelling
Front setback	Minimum 3m to building line and preference 5.5m to carport	Minimum 3m to building line and preference 5.5m to carport	Minimum 3m to building line	Minimum 5.5m	Minimum 5.5m
Rear Setback	Minimum 5m	Minimum 5m	Minimum 3m	Minimum 5m	Minimum 5m
Private open space	Minimum 60sqm	Minimum 60sqm	30sqm per dwelling	Minimum 60sqm	Minimum 60sqm
Required planting	Minimum one tree in front setback and one tree in the rear setback	Minimum one tree in front setback and one tree in the rear setback	Minimum one tree in front setback and one tree in the rear setback	One tree in the rear setback	Minimum one tree in front setback and one tree in the rear setback

Note: If the housing type is not the same or similar to the those in Table 2, the design objectives must be achieved and justification on how they are achieved must be outlined in the statement of environmental effect. The justification should also outline how they are achieving the same outcome as the controls in Table 2

Typical examples to illustrate the design controls are included in **Appendix B**.

APPENDIX A: LEGAL AGREEMENT

Voluntary Planning Agreement

Entry Point Housing – [address]

Wagga Wagga City Council

[Developer]

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Execution

Date

Parties

1. **Wagga Wagga City Council** ABN 56 044 159 537 of 243 Baylis Street, Wagga Wagga, NSW 2650 (**Council**)
2. **[Developer]** ABN [insert] of [address] (**Developer**)

Background

- A. The Developer offers to enter into this document with Council for the provision of Entry Point Housing in connection with the Development of the Land, a material public benefit in accordance with section 7.4 of the Act.
- B. To facilitate the Development and satisfy the requirements of clause [XX] of the LEP, the Parties have agreed to enter into this document to specify the arrangements for Entry Point Housing.

Agreed terms

1. Definitions and interpretation

1.1. Definitions

Terms used in this document have the following meanings:

Act	The <i>Environmental Planning and Assessment Act 1979</i> (NSW).
Business Day	A day on which banks are open for business generally in Sydney, and which is not a Saturday, Sunday or bank or public holiday in Sydney and specifically excluding 27, 28, 29, 30 and 31 December.
CPI	The Consumer Price Index (All Groups – Sydney) published by the Australian Bureau of Statistics.
Development	The development of the Land for including Entry Point Housing [, as described in Development Application [insert DA reference] – To be included if a DA has been lodged].
Development Application	Has the meaning given to that expression in the Act and means, for the purpose of this document, an application for Development Consent to carry out the Development.
Development Consent	Has the meaning given to that expression in the Act.
Dwelling	Has the meaning given to that expression in the Act.
Eligible Purchaser	A person or persons, being an individual and not any company or corporation (incorporated or otherwise), who intends to purchase a

Dwelling the subject of this document and provides evidence by way of Statutory Declaration to the Developer that they:

- live, work, and/or intend to live and/or work in the Wagga Wagga Local Government Area;
- intend to use the Dwelling as their principal place of residence; and
- do not own either individually or with another person any real property in NSW.

Entry Point Housing	Has the meaning given to that expression in the LEP and means, for the purpose of this document, each Dwelling in the Development.
Entry Point Price	A purchase price for a Dwelling the subject of this document that is not greater than \$[insert], being an amount that Council agrees is suitable for an Eligible Purchaser. <i>[If there is more than one Dwelling in the Development and they are to be sold at different prices, this definition can be adjusted to list the agreed price for each Dwelling]</i>
Entry Point Purchaser	Has the meaning given to that expression in clause 5(c) .
Land	[insert folio identifier(s) of all land to which the Development relates].
Lease	▪ A residential tenancy agreement within the meaning given to that expression in the <i>Residential Tenancies Act 2010</i> (NSW); ▪ a short-term rental accommodation arrangement within the meaning given to that expression in the <i>Fair Trading Act 1987</i> (NSW); and ▪ any arrangement, including an informal dealing, that is similar to the arrangements in (a) and (b).
LEP	The <i>Wagga Wagga Local Environmental Plan 2010</i> (NSW).
Occupation Certificate	Has the meaning given to that expression in the Act.
Party	A party to this document, including their successors and assigns.
Prescribed Period	A period commencing on the date of this document which ends 10 years after the issue of an Occupation Certificate for an Entry Point Housing Dwelling.
Regulation	The <i>Environmental Planning and Assessment Regulation 2021</i> (NSW).
Restricted Sale Period	A period commencing on the date of this document which ends 2 years after the issue of an Occupation Certificate for an Entry Point Housing Dwelling.
Statutory Declaration	A declaration in the form at Schedule 2 given in the presence of an authorised witness and signed by that witness in accordance with the <i>Oaths Act 1900</i> (NSW).

1.2. Interpretation

In this document, unless the context clearly indicates otherwise:

- a) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- b) the singular includes the plural and vice versa;
- c) the word “person” includes a firm, a body corporate, an unincorporated association or an authority;
- d) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;
- e) a reference to anything (including, without limitation, any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- f) “include” or “including” when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind;
- g) a reference to a body, whether statutory or not 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 powers or functions;
- h) no rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation of this document;
- i) any capitalised term used, but not defined in this document, will have the meaning ascribed to it under, and by virtue of, the Act;
- j) headings are inserted for convenience only and do not affect the interpretation of this document;
- k) if the day on which any act, matter or thing is to be done under this document is not a Business Day, the act, matter or thing must be done on the next Business Day;
- l) a reference in this document to dollars or \$ means Australian dollars and all amounts payable under this document are payable in Australian dollars;
- m) a reference in this document to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced; and
- n) a reference to a clause, part schedule or attachment is a reference to a clause, part, schedule or attachment of or to this document.

2. Planning agreement under the Act

- a) The Parties agree that this document is a planning agreement within the meaning of section 7.4 of the Act.
- b) Schedule 1 of this document summarises the requirements for planning agreements under section 7.4 of the Act and the ways in which this document addresses those requirements.

3. Application of this document

This document applies to the Land and the Development.

4. Commencement

This document operates and is effective and binding on the Parties on the later of:

- a) the date the Parties execute the document; and
- b) Development Consent is granted for the Development.

5. Delivery of Entry Point Housing

- a) Prior to the issue of an Occupation Certificate for the Development, the Developer must construct, finish and fit out the Entry Point Housing in accordance with this agreement and any applicable Development Consent.
- b) The Developer must not sell a Dwelling in the Development:
 - i. to any person other than an Eligible Purchaser; and
 - ii. for an amount that is greater than the Entry Point Price, during the Prescribed Period.
- c) **Clause 6** restricts the ability of an Eligible Purchaser that purchases a Dwelling the subject of this document (Entry Point Purchaser) to deal with that Dwelling.

6. Restrictions that apply to an Entry Point Purchaser

- a) An Entry Point Purchaser may not Lease the Dwelling during the Prescribed Period.
- b) An Entry Point Purchaser must not sell or otherwise dispose of the Dwelling during the Prescribed Period to any person other than an Eligible Purchaser.
- c) An Entry Point Purchaser must not sell or otherwise dispose of the Dwelling to any person other than an Eligible Purchaser during the Restricted Sale Period unless:
 - i. Dwelling is sold for an amount that is less than or equal to the Entry Point Price plus CPI, indexed from the date that the Dwelling was purchased by the Entry Point Purchaser; or
 - ii. Entry Point Purchaser obtains the prior written consent of Council, which must not be unreasonably withheld where the Entry Point Purchaser demonstrates financial hardship.

7. Application of s7.11, s7.12 and Division 7.1, Subdivision 4 of the Act

- a) This document does not exclude the application of sections 7.11 and 7.12 of the Act to the Land or the Development.
- b) This document does not exclude the application of Division 7.1, Subdivision 4 of the Act to the Land or the Development.

8. Registration

- a) The Parties agree to register this document for the purposes of section 7.6(1) of the Act.
- b) Within 20 Business Days of the document commencing, the Developer must deliver to Council in registrable form:

- i. an instrument requesting registration of this document on the title to the Land duly signed by the Developer or, if the Developer is not the registered proprietor of the Land, the registered proprietor; and
- ii. the written irrevocable consent of each person referred to in section 7.6(1) of the Act to that registration.
- c) Upon receipt of the instrument referred to in clause 8(b)(i) signed by Council, the Developer must do all things as are reasonably necessary to enable registration of this document to occur as soon as practicable.
- d) The Parties are to do such things as are reasonably necessary to remove any notation relating to this document from the title to the Land (or part thereof) following the expiration of the Prescribed Period for a Dwelling.

9. Caveat

- a) The Developer acknowledges and agrees that:
 - i. when this document is executed, the Council is deemed to have acquired an equitable estate and interest in the Land for the purposes of section 74F(1) of the Real Property Act 1900 (NSW) and consequently the Council will have a sufficient interest in the Land in respect of which to lodge a caveat over the Land notifying that interest; and
 - ii. it will not object and, if the Developer is not the registered proprietor of the Land, will procure that the registered proprietor does not object, to the Council lodging a caveat in the relevant folios of the Register for the Land nor will it seek to remove any caveat lodged by the Council provided the caveat does not prevent registration of any dealing or plan other than a transfer.
- b) The Council must lodge for registration a withdrawal of any caveat in respect of the Land (or part thereof) as soon as practicable after it is notified, and provided with evidence to confirm, that the Prescribed Period has expired for a Dwelling.

10. Assignment and dealings

- a) The Developer may not sell, transfer, assign or novate or similarly deal with its right, title or interest in the Land (if any), or rights or obligations under the terms of this document, or allow any interest in them to arise or be varied, in each case, without Council's consent and unless, prior to any such sale, transfer, assignment, charge, encumbrance or novation, the Developer:
 - i. at no cost to Council, first procures the execution by that person of an agreement in favour of Council by which that person agrees to be bound by this document as if they were a party to the original document;
 - ii. satisfies Council that the purchaser, transferee, assignee or novatee, is reasonably capable of performing its obligations under this document; and
 - iii. satisfies Council that the Developer is not in material breach of this document.
- b) Clause 10(a) does not apply to:
 - i. a sale to an Eligible Purchaser in accordance with this document; or
 - ii. an Entry Point Purchaser (to whom clause 6 applies).

11. Dispute Resolution

11.1 Dispute

- a) If any dispute arises out of this document (Dispute), the Parties must resolve the Dispute in accordance with this clause 11.

- b) A Party to this document must not commence any court or arbitration proceedings, except where a Party seeks urgent interlocutory relief, without having first complied with this clause □11.
- c) Any referral or undertaking of the dispute resolution process in this clause □11 does not suspend any other obligations of the Parties under this document.

11.2 Notice of Dispute

A Party claiming that a Dispute has arisen must give notice to the other Party specifying the nature of the Dispute.

11.3 Representatives to meet

- a) Representatives of the Parties must meet promptly (and in any event within 10 Business Days of receipt of a notice) and attempt in good faith to resolve the Dispute.
- b) The Parties may, without limitation:
 - i. resolve the Dispute during the course of that meeting;
 - ii. agree that further material 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 Dispute.

12. Notices

12.1 Delivery

Any notice, consent, information, application or request that must or may be given or made to a Party under this document is only given or made if it is in writing and sent in one of the following ways:

- a) delivered or posted to that Party at its address set out below; or
- b) emailed to that Party at its email address set out below.

Wagga Wagga City Council

Attention: General Manager
 Address: Wagga Wagga City Council
 243 Baylis Street
 Wagga Wagga NSW 2650
 Phone Number: 1300 292 442
 Email Address: council@wagga.nsw.gov.au

Developer

Attention: [insert]
 Address: [insert]
 Phone Number: [insert]
 Email Address: [insert]

12.2 Change of details

If a Party gives the other Party 10 Business Days' notice of a change of its address or email address, any notice, consent, information, application or request is only given or made by that other Party if it is delivered, posted or electronically sent to the latest address or email address.

12.3 Giving of notice

Subject to **clause** ☐ **12.4**, any notice, consent, invoice, information, application or request is to be treated as given or made at the following time:

- a) if it is delivered by process server, when it is served at the relevant address; or
- b) if it is sent by registered post, seven Business Days after it is posted; or
- c) if it is sent by email, as soon as the email has been sent to the correct email address and the recipient has received the email without error.

12.4 Delivery outside of business hours

If any notice, consent, information, application or request is delivered on a day that is not a Business Day, or if on a Business Day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next Business Day.

13. General

13.1 Legal Costs

The Developer agrees to pay Council's reasonable costs associated with reviewing, preparing, negotiating, amending, executing and stamping this document and any document related to this document.

13.2 Entire Agreement

This document constitutes the entire agreement of the Parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

13.3 Further Acts

Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to affect, perfect or complete this document and all transactions incidental to it.

13.4 Governing law and jurisdiction

This document is governed by the law of New South Wales. The Parties submit to the non-exclusive jurisdiction of its Courts and Courts of appeal. The Parties will not object to the exercise of jurisdiction by those Courts on any basis.

13.5 No Fetter

Nothing in this document shall be construed as requiring Council to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing shall be construed as limiting or fettering in any way the exercise of any statutory discretion or duty, including a statutory discretion to grant Development Consent.

13.6 Representations and warranties

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

13.7 Severability

- a) If a clause or part of a clause of this document 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.
- b) 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 document, but the rest of this document is not affected.

13.8 Modification

No modification of this document will be of any force or effect unless it is in writing and signed by the Parties to this document and is in accordance with the provisions of the Act.

13.9 Waiver

- a) The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this document, does not amount to a waiver of any obligation or exercise of a right of, or breach of obligation by, another Party.
- b) A waiver by a Party is only effective if it is in writing.
- c) A written waiver by a Party is only effective in relation to the particular obligation, right or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation, right or breach or as an implied waiver of that obligation, right or breach in relation to any other occasion.
- d) A single or partial exercise or waiver by a Party of a right relating to this document does not prevent any other exercise of that right or the exercise of any other right.
- e) A Party is not liable for any loss, cost or expense of any other Party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.

13.10 Relationship of Parties

This document is not intended to create a partnership, joint venture or agency relationship between Council and the Developer.

13.11 Further Steps

Each Party must promptly do whatever any other Party reasonably requires of it to give effect to this document and to perform its obligations under it.

11.1.1 Explanatory Note

The explanatory note prepared in connection with this document pursuant to the Regulation is not to be used to interpret this document. **[To be prepared by Council prior to public exhibition of this document.]**

13.12 Counterparts

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

13.13 Rights cumulative

Except as expressly stated otherwise in this document, the rights of a Party under this document are cumulative and are in addition to any other rights of that Party.

SCHEDULE 1 - Section 7.4 Requirements

The parties acknowledge and agree that the table set out below provides for certain terms, conditions and procedures for the purpose of this document complying with the Act.

Table 1 – Requirements under section 7.4 of the Act

Requirement under the Act	This document
Planning instrument and/or development application – (section 7.4(1))	
The Developer has:	
(a) sought a change to an environmental planning instrument.	No
(b) made, or proposes to make, a Development Application.	[Yes/No]
(c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.	[Yes/No]
Description of land to which this document applies – (section 7.4(3)(a))	The Land as defined in clause 1.1.
Description of development to which this document applies – (section 7.4(3)(b))	The Development as defined in clause 1.1.
The scope, timing and manner of delivery of the provision required by this document – (section 7.4(3)(c))	See clause 7.5.
Applicability of sections 7.11 and 7.12 of the Act – (section 7.4(3)(d))	Not excluded.
Applicability of Division 7.1, Subdivision 4 of the Act – (section 7.4(3)(d))	Not excluded.
Consideration of benefits under this document if section 7.11 applies – (section 7.4(3)(e))	Not applicable.
Mechanism for dispute resolution – (section 7.4(3)(f))	See clause 7.10.
Enforcement of this document – (section 7.4(3)(g))	See clauses 7.8 and 7.9.
No obligation to grant consent or exercise functions – (section 7.4(10))	See clause 7.13.5.

SCHEDULE 2 - Statutory Declaration

Statutory Declaration

OATHS ACT 1900, NSW, EIGHTH SCHEDULE

I, _____, do solemnly and sincerely declare that
[name of declarant]

I am eligible to purchase an Entry Point Housing dwelling, based on the information set out in this declaration.
Notably, I declare that I: [* please cross out any text that does not apply]

- live at [insert residential address, being a location in the Wagga Wagga Local Government Area]
- work at [insert company name and address, being a location in the Wagga Wagga Local Government Area]
- intend to live and/or work at [insert residential and/or company address, being a location(s) in the Wagga Wagga Local Government Area].

I declare further that, upon the purchase of an Entry Point Housing dwelling, I intend to reside at that dwelling as my principal place of residence.

I declare further that, I do not own, either individually or with another person, any real property in the State of NSW, and I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the *Oaths Act 1900*.

Declared at: _____ on _____
[place] [date]

[signature of declarant]

in the presence of an authorised witness, who states:

I, _____, a _____
[name of authorised witness] [qualification of authorised witness]

certify the following matters concerning the making of this statutory declaration by the person who made it: [* please cross out any text that does not apply]

1. *I saw the face of the person OR *I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification¹ for not removing the covering, and
2. *I have known the person for at least 12 months OR *I have confirmed the person's identity using an identification document and the document I relied on was

[describe identification document relied on]

[signature of authorised witness]

[date]

¹ The only "special justification" for not removing a face covering is a legitimate medical reason (at September 2018)

Execution

Executed as a deed.

The Common Seal of **Wagga Wagga City Council** was affixed on [insert date] pursuant to clause 400 of the *Local Government (General) Regulation 2021* (NSW):

.....
Mayor

.....
General Manager

.....
Name of Mayor (print)

.....
Name of General Manager (print)

Executed by [Developer] ABN [insert] in accordance with section 127(1) of the *Corporations Act 2001* (Cth):

.....
Company Secretary/Director

.....
Director

.....
Name of Company Secretary/Director (print)

.....
Name of Director (print)

APPENDIX B: DESIGN CONTROLS ILLUSTRATED

Zero Lot-line dwelling



A minimum 3m front setback to the building line reinforces a suburban character, allows for tree planting in the front setback and provides separation from the road to enhance the privacy of residents.

A minimum 5.5m setback to the carport allows for a second car to be parked in the driveway without encroaching into the public footpath.

A minimum 0.9m side setback allows for maintenance access to the side of the house and for fire separation as per NCC standards.

A minimum 5m rear setback allows for tree planting in rear yards, helping to create ecological corridors along rear fences. It also creates opportunities for increased sun access to residences and reinforces a suburban character.

The carport may be converted to a garage in the future. On lots deeper than 25m, the dwelling can be extended up to the rear setback, if desired.

Tested lot	
Site area	260m ² and 350m ²
Lot frontage	10.5m
Site depth	25m

Tested dwelling	
Storeys	1
Number of bedrooms	2
Number of bathrooms	2
Parking type	Carport
Gross floor area (GFA)	100m ²

Proposed minimum sizes	
Front setback	min 3m to building line min 5.5m to carport
Rear setback	min 5m
Side setback	min 0.9m
Private open space	min 60m ²
Landscape area	min 100m ²
Site coverage	max 110m ²
Required planting	min one tree in front setback and min one tree in rear setback

Figure 1 Parameters used to test minimum lot sizes.



Figure 2 Example of a zero lot dwelling (21 Court Street, Mudgee)

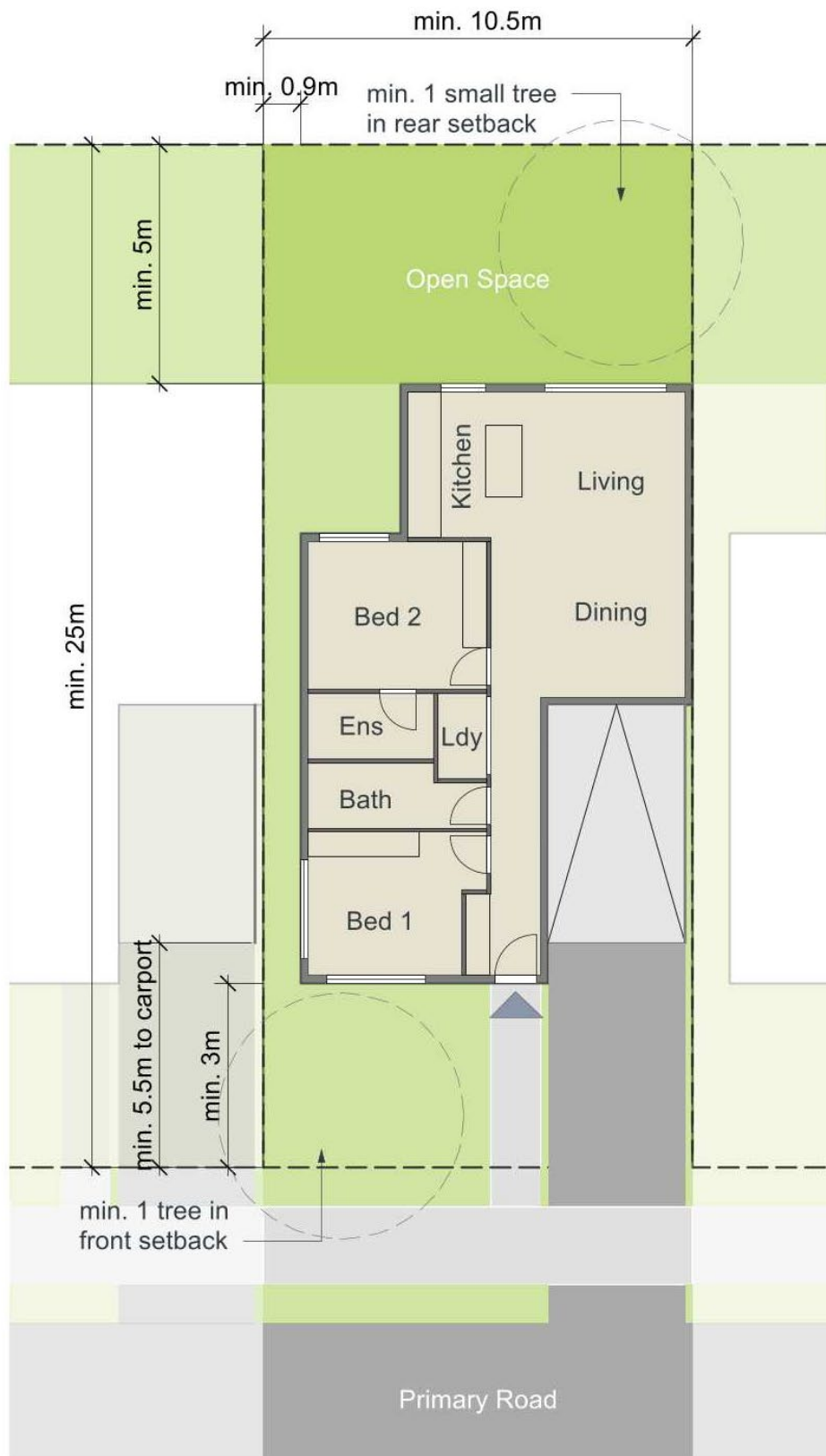


Figure 3 Zero lot-line dwelling plan

Semi-detached dwelling



A minimum 3m front setback to the building line reinforces a suburban character, allows for tree planting in the front setback and provides separation from the road to enhance the privacy of residents.

A minimum 5.5m setback to the carport allows for a second car to be parked in the driveway without encroaching into the public footpath.

A minimum 0.9m side setback allows for a walkway and maintenance access to the side of the house and for fire separation as per NCC standards.

Tested lot	
Site area	290m ² and 350m ²
Lot frontage	11.5m
Site depth	25m and 30m

Tested dwelling	
Storeys	1
Number of bedrooms	2
Number of bathrooms	2
Parking type	Carport
Gross floor area (GFA)	100m ²

A minimum 5m rear setback allows for tree planting in rear yards, helping to create ecological corridors along rear fences. It also creates opportunities for increased sun access to residences and reinforces a suburban character.

The carport may be converted to a garage in the future. On lots deeper than 25m, the dwelling can be extended up to the rear setback, if desired.

Proposed minimum sizes	
Front setback	min 3m to building line min 5.5m to carport
Rear setback	min 5m
Side setback	min 0.9m
Private open space	min 60m ²
Landscape area	min 134m ²
Site coverage	max 109m ²
Required planting	min one tree in front setback and min one tree in rear setback

Figure 4 Parameters used to test minimum lot sizes.



Figure 5 Example of semi-detached dwelling (604 Olive Street, Albury)

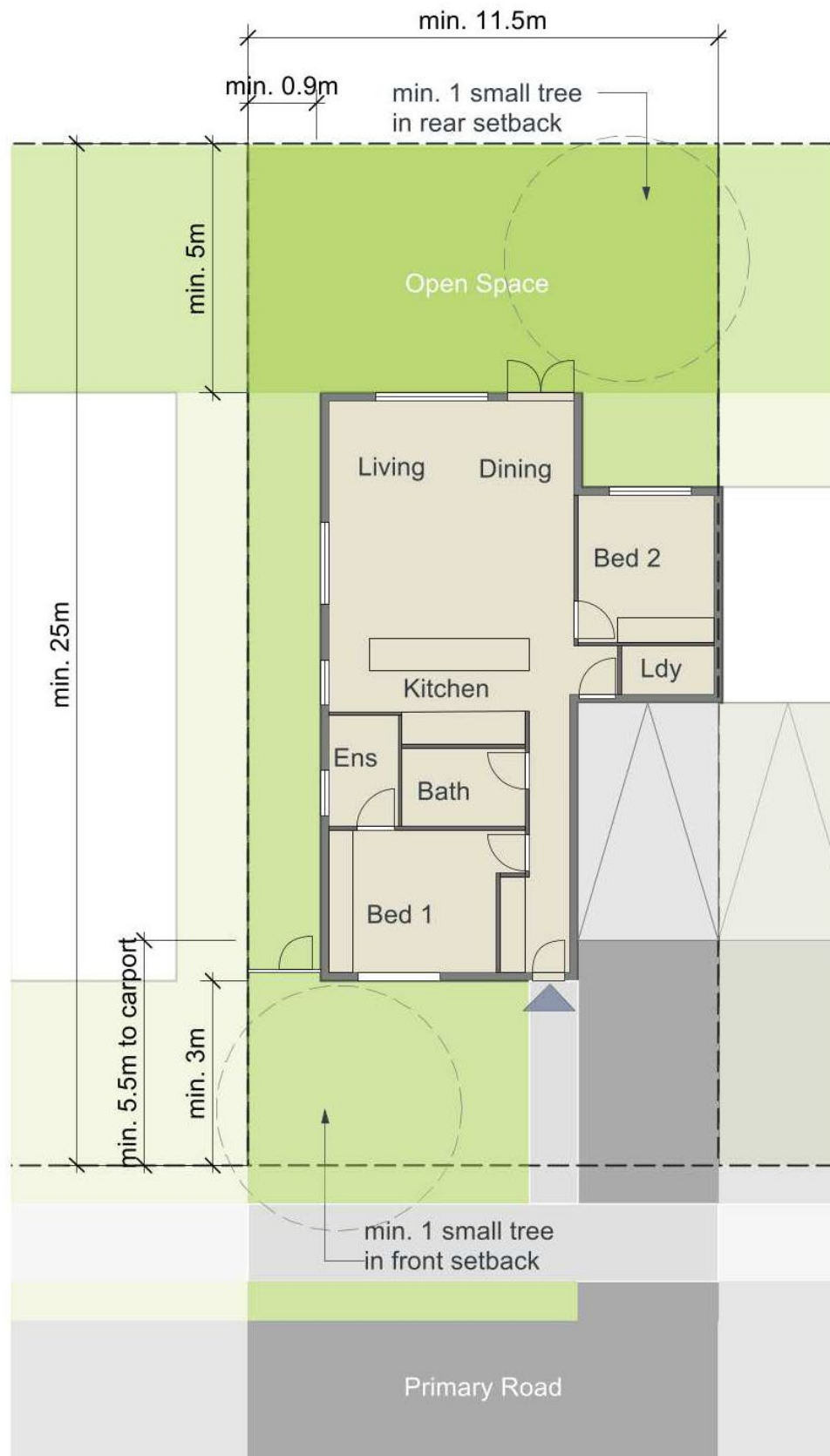


Figure 6 Semi detached dwelling plan

Villa development



A minimum 3m front setback to the building line reinforces a suburban character, allows for tree planting in the front setback and provides separation from the road to enhance the privacy of residents.

A minimum 0.9m side setback allows for walkways and maintenance access to the side of dwellings and for fire separation as per NCC standards. Minimum 3m dimensions for private open space will ensure that backyards are of a usable size, regardless of side setback dimensions.

A minimum 3m rear setback allows for deep soil and the planting of one small tree in the rear yard. The tree should be capable of reaching a minimum of 2m in height at maturity, so it can provide shade to residents and help reduce the urban heat island effect.

The common driveway and car ports are to be designed to allow for vehicle manoeuvring, so cars can enter and exit the site in a forward direction.

Tested lot	
Site area	750m ² (total)
Lot frontage	15m
Site depth	50m

Tested dwelling	
Storeys	1
Number of bedrooms	2
Number of bathrooms	2
Parking type	Carport
Gross floor area (GFA)	90m ² per dwelling

Proposed minimum sizes	
Front setback	min 3m to building line
Rear setback	min 3m
Side setback	min 0.9m
Private open space	min 30m ² per dwelling
Landscape area	min 50m ² per dwelling
Site coverage	max 100m ² per dwelling
Required planting	min one tree in front setback and min one tree in rear setback

Figure 7 Parameters used to test minimum lot sizes.



Figure 8 Example of villa development (140 North Street, Berry)



Figure 9 Villa development plan

Townhouses

For front-loaded townhouses, a minimum 5.5m front setback allows for a car to be parked at the front of the dwelling without encroaching into the public footpath.

A minimum 5m rear setback allows for tree planting in rear yards, helping to create ecological corridors along rear fences. It also creates opportunities for increased sun access to residences and reinforces a suburban character.

For rear-loaded townhouses, a front setback of 3m to the building line reinforces a suburban character, allows for tree planting and provides separation from the road to enhance the privacy of residents.

A minimum 5m dimension for the private open space allows for tree planting in rear yard and creates opportunities for increased sun access to residences. This is in addition to any space at the rear that is required for car parking.

A minimum 1m rear setback helps vehicles to manoeuvre into garages.

Tested lot	
Site area	120m ² and 180m ²
Lot frontage	6m
Site depth	20m and 30m

Tested dwelling	
Storeys	1
Number of bedrooms	2
Number of bathrooms	2.5
Parking type	Carport
Gross floor area (GFA)	100m ²

Proposed minimum sizes	
Front setback	min 5.5m
Rear setback	min 5m
Side setback	0m
Private open space	min 30m ²
Landscape area	min 39m ²
Site coverage	max 57m ²
Required planting	min one tree in rear setback

Figure 10 Parameters used to test minimum lot sizes.

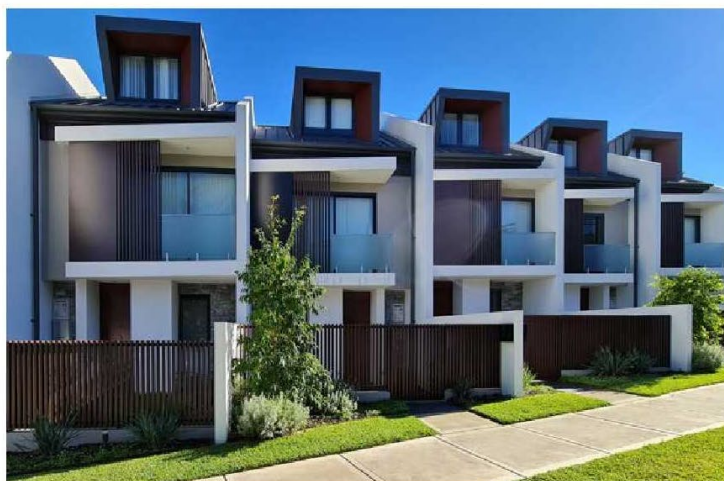
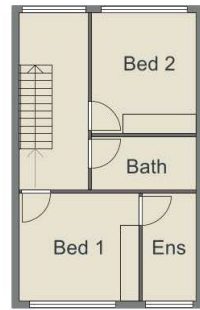
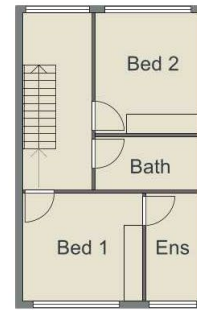


Figure 11 Example of townhouses (23 Stuart Street, Concord West)



Upper level plan



Upper level plan

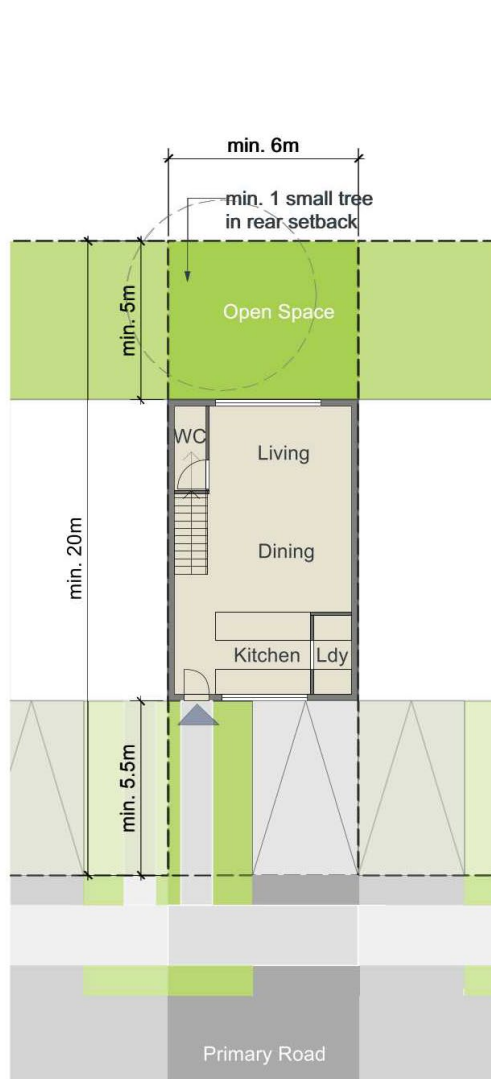


Figure 12 Front-loaded townhouse plan



Figure 13 Rear-loaded townhouse plan

Prefabricated dwelling



A minimum 5.5m front setback to the building line reinforces a suburban character, allows for tree planting in the front setback and provides separation from the road to enhance the privacy of residents.

It also allows for a car to be parked in front of the dwelling without encroaching into the public footpath.

A minimum 0.9m side setback allows for a walkway and maintenance access to the side of the house and for fire separation as per NCC standards.

A minimum 5m rear setback allows for tree planting in the rear yard, helping to create ecological corridors along rear fences. It also creates opportunities for increased sun access to residences and reinforces a suburban character.

On lots deeper than 25m, the dwelling can be extended up to the rear setback, if desired.

Tested lot	
Site area	300m ²
Lot frontage	12m
Site depth	25m

Tested dwelling	
Storeys	1
Number of bedrooms	3 (or 2+study)
Number of bathrooms	1.5
Parking type	Carport
Gross floor area (GFA)	100m ²

Proposed minimum sizes	
Front setback	min 5.5m
Rear setback	min 5m
Side setback	min 0.9m
Private open space	min 60m ²
Landscape area	min 169m ²
Site coverage	max 106m ²
Required planting	min one tree in front setback and min one tree in rear setback

Figure 14 Parameters used to test minimum lot sizes.



Figure 15 Example of a prefabricated dwelling (Meki Kit by Imagine Kit Homes)

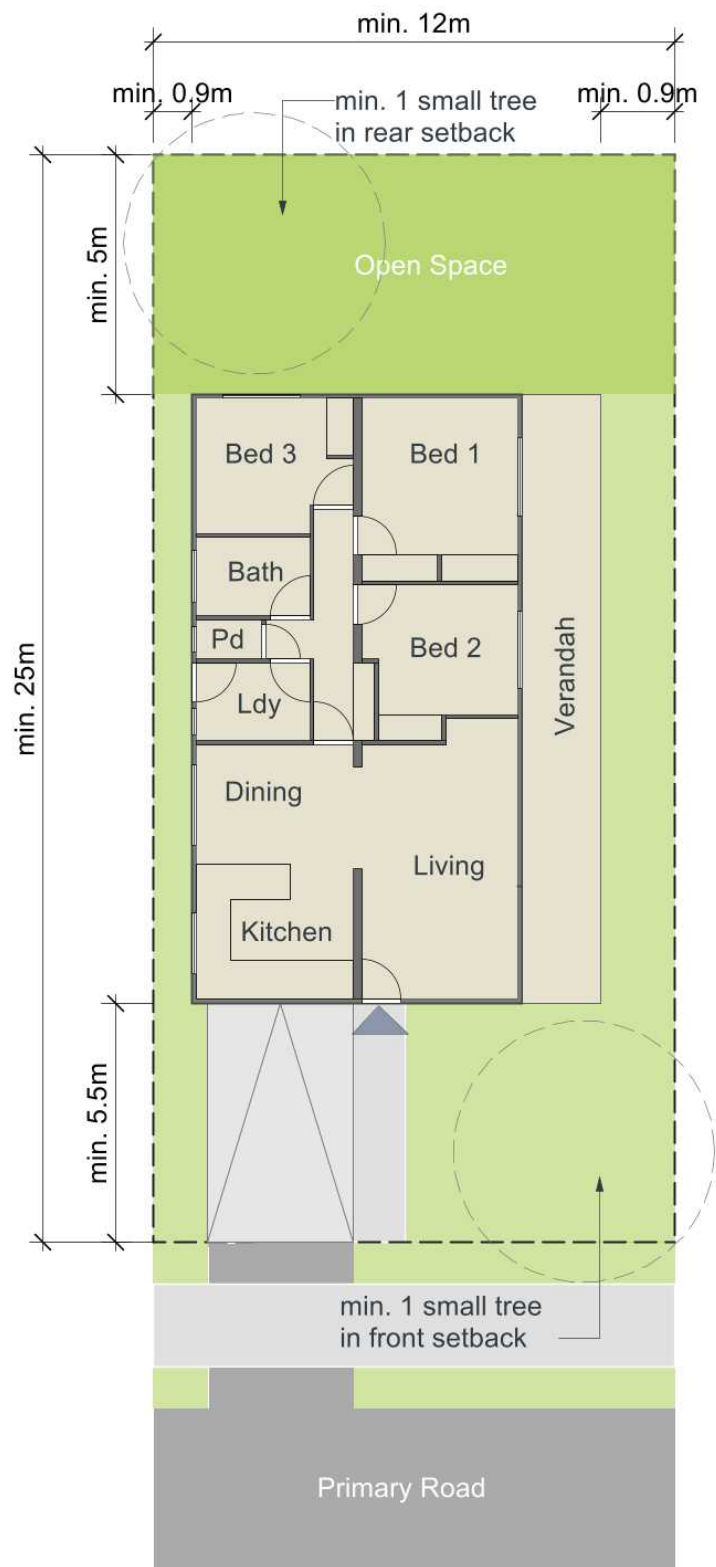


Figure 16 Prefabricated dwelling plan



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