

**Proposed Planning Agreement**  
**Minister for Planning and Infrastructure and Stockland  
Development Pty Limited**  
**East Leppington Precinct Planning Contribution**  
**Explanatory Note**

**Introduction**

The purpose of this explanatory note is to provide a plain English summary to support the notification of the proposed planning agreement (the "**Planning Agreement**") prepared under Subdivision 2 of Division 6 of Part 4 of the *Environmental Planning and Assessment Act 1979* ("**the Act**").

This explanatory note has been prepared jointly by the parties as required by clause 25E of the *Environmental Planning and Assessment Regulation 2000*.

**Parties to the Planning Agreement**

The parties to the Planning Agreement are Stockland Development Pty Limited (ABN 71 000 064 835) (the "**Developer**") and the Minister for Planning and Infrastructure (ABN 38 755 709 681) (the "**Minister**").

The Developer owns land and has a right to acquire land within the East Leppington Precinct within Sydney's Growth Centres. The Developer intends to develop land within the East Leppington Precinct for urban development.

The Developer has made an offer to enter into the Planning Agreement in connection with the proposed State environmental planning policy to rezone the East Leppington Precinct.

**Description of the Subject Land**

The Planning Agreement applies certain land in the East Leppington Precinct within the Western Sydney Growth Area. That land is identified in Schedule 1 to the Planning Agreement.

**Summary of Objectives, Nature and Effect of the Planning Agreement**

Under the terms of the Planning Agreement, the Developer will be required fund certain costs associated with precinct planning. Under the terms of the Planning Agreement the Developer is required to fund:

- Planning studies commissioned by the Minister as part of the Precinct Planning Process (or that were commissioned by the Developer prior to the commencement of the Precinct Planning Process) and the costs of any third party reviews of those studies);
- The costs associated with the Department's management responsibilities for Precinct Planning, including but not limited to the Relevant Councils' co-ordinator;

- The costs associated with any review of environmental factors, or any environmental impact statement, required under the Act for the provision of water, sewerage or road infrastructure within the Precinct;
- The costs associated with community consultation, including but not limited to hire of venues, printing and other communication; and
- The Minister's reasonable costs in connection with the preparation and notification of the Planning Agreement.

The Planning Agreement provides a mechanism where the Developer will submit invoices to the Minister. The Minister will then determine what costs the Developer is entitled to obtain a Special Infrastructure Contribution (SIC) credit for.

#### **The maximum amount of any credit**

Under the terms of the Planning Agreement the maximum amount of the credit that the Developer will be able to discharge against any future obligation to pay a SIC will be \$3,000,000.

#### **Security**

Security for the Developer's obligations under the Planning Agreement will be by way of a bank guarantee for \$26,000. The amount of the bank guarantee represents the equivalent of two months payment for the Council Co-ordinator position.

#### **When credit will be given**

SIC credit will be given in the event that the land is rezoned.

#### **Registration**

The Planning Agreement will be between the Minister and the Developer. The obligations under the Planning Agreement are not required to run with the Land. The Planning Agreement contains certain controls on the ability of the Developer to assign the obligations under the Agreement. For those reasons the Planning Agreement is not required to be registered on title.

#### **How the Planning Agreement Promotes the Public Interest**

The Planning Agreement promotes the public interest by ensuring that an appropriate contribution is made towards precinct planning for the East Leppington Precinct.

#### **How the Planning Agreement Promotes the Objects of the Act**

The Planning Agreement promotes the objects of the Act by encouraging:

- the promotion and co-ordination of the orderly and economic use and development of land

The Planning Agreement promotes the objects of the Act set out above by requiring the Developer to make a contribution to precinct planning for the East Leppington Precinct and by providing that a credit should be given for that contribution in the event that the precinct is rezoned.

**Requirements relating to Construction, Occupation and Subdivision Certificates**

The Planning Agreement does not specify requirements that must be complied with prior to the issue of a construction certificate, an occupation certificate or a subdivision certificate.

**Interpretation of Planning Agreement**

This Explanatory Note is not to be used to assist in construing the Planning Agreement.