

## Schedule 5

### Explanatory Note

Environmental Planning and Assessment Regulation 2000

(Clause 25E)

#### Explanatory Note

##### Draft Planning Agreement

Under section 93F of the *Environmental Planning and Assessment Act 1979* (NSW)

#### 1 Parties

The Minister for Planning ABN 38 755 709 681 of Level 15, 52 Martin Place, Sydney NSW 2000 (**Minister**).

Landcom trading as UrbanGrowth NSW ABN 79 268 260 688 of Level 16, 227 Elizabeth Street, Sydney NSW 2000 (**Developer**).

#### 2 Description of subject land

Lot 101 in DP 1131776, part Lot 2 in DP 528488 and part Lot 7 in DP 1046090 (**Land**).

#### 3 Description of the Development

The staged development of the Land pursuant to State Significant Development Consent No. 5093 (**Development Consent**), being part of the North Ryde Station Urban Activation Precinct (**Precinct**), in accordance with:

- (a) the approved concept proposal including:
  - (i) subdivision of the Land into 12 development lots, 5 public open space lots and 2 public road lots;
  - (ii) allocation of a maximum gross floor area to each of the development lots (total of 238,919m<sup>2</sup> across the Land plus an additional 2,500m<sup>2</sup> to proposed Lot 104 for a community facility);

- (iii) infrastructure, civil works and landscaping; and
  - (b) the Stage 1 Works; and
- including the development of the development lots pursuant to any subsequent Planning Approvals (**Development**).

## 4 Summary of objectives, nature and effect of the draft planning agreement

### 4.1 Objectives of Planning Agreement

The objective of the Planning Agreement is to satisfy condition E7 of the Development Consent, which requires a planning agreement to be executed in relation to the provision of regional transport infrastructure.

### 4.2 Nature and effect of Planning Agreement

The regional transport infrastructure which the Developer has undertaken in the Planning Agreement to either deliver as works-in-kind or contribute to by way of a monetary contribution is:

#### **The Delhi Road Widening Works**

- (a) Delhi Road:
  - (i) the design and construction of works required to widen Delhi Road eastbound from the M2 Motorway to the east of Julius Avenue (eastern intersection) and associated modifications;
- (b) Intersection of Delhi Road and Road 38:
  - (i) extend the right-turn lane on Delhi Road to at least 120m; and
  - (ii) move the pedestrian crossing from the western side of the intersection to the eastern side;
- (c) Intersection of Delhi Road and M2 Motorway Ramps:
  - (i) move the eastbound cycle lane onto the unused footpath and create kerb ramps to maintain path, relocate stop lines where necessary;
  - (ii) reduce the existing lanes to 3m; and
  - (iii) install a second right-turn bay 140m long from Delhi Road into the M2 Motorway and adjust the length of the right-turn bay into Road 38;
- (d) Intersection of Delhi Road, Julius Avenue and Plassey Road:
  - (i) the addition of the second eastbound through lane; and
- (e) Utility services adjustments.

#### **Wicks Road and Epping Road Intersection Works**

- (a) Add two additional short lanes approximately 60m long by widening Wicks Road (north) on the eastern side (into the service station) by 6m to provide a dedicated left-turn and right-turn lane, convert centre lane into through movement only;
- (b) Widen Wicks Road (south) on the eastern side by 3m to provide an additional right-turn lane and convert the existing through-right-turn lane into a dedicated through lane; and
- (c) Utility services adjustments.

(together, **Regional Transport Infrastructure**)

In addition to providing or making a contribution towards the delivery of Regional Transport Infrastructure, the Developer is required to provide the Wicks Road and Waterloo Road Intersection Works by 31 December 2020, unless otherwise agreed by the Minister. Those works are contemplated by the Development Consent and comprise:

**Wicks Road and Waterloo Road Intersection Works**

- (a) a 100m left turn bay from the spine road to be constructed on the M2 site;
- (b) one through land from the Spine road into Waterloo Road;
- (c) widen the south-west corner of the intersection to allow large vehicles to turn left without lane-sharing;
- (d) a left hand turning lane along the length of Wicks Road turning into Waterloo Road;
- (e) install traffic signals; and
- (f) utility service adjustments.

The Planning Agreement meets the objective outlined above by requiring the Developer to deliver the Wicks Road and Waterloo Road Intersection Works and:

- (a) deliver the Regional Transport Infrastructure, where the cost for the delivery of the Regional Transport Infrastructure is less than \$10.4 million (excluding GST) (plus a 50% contingency); or
- (b) pay the sum of \$10.4 million (excluding GST) to the Minister, to fund the delivery of the Regional Transport Infrastructure.

The Developer must elect to deliver the Regional Transport Infrastructure or make the required monetary contribution on or before 30 June 2016 (or any later date as may be agreed with the Minister).

## **5 Assessment of the merits of the draft planning agreement**

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

In accordance with section 93F(2) of the Act, the Planning Agreement has the following public purpose:

- the provision of (or the recoupment of the cost of providing) transport or other infrastructure relating to land.

The Minister and the Developer have assessed the Planning Agreement and hold the view that the provisions of the Planning Agreement provide a reasonable means of achieving the public purpose set out above. This is because the Planning Agreement will ensure that the Developer makes appropriate development contributions towards the provision of regional transport infrastructure and services (by works-in-kind or a monetary contribution).

### **5.2 How the Planning Agreement promotes the Public Interest**

The Planning Agreement promotes the public interest by ensuring that an appropriate contribution is made towards the provision of regional transport infrastructure to satisfy the needs of the surrounding road network as a result of the Development and the growth of the Precinct.

### **5.3 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 this object by requiring the Developer to make a contribution (by works-in-kind or a monetary contribution) towards the provision of regional transport infrastructure.

### **5.4 For Planning Authorities:**

#### ***All Planning Authorities – Whether the Planning Agreement conforms with the Authority's Capital Works Program***

Not applicable. The delivery of or monetary contribution towards the Regional Transport Infrastructure required by the Planning Agreement conforms with the *North Ryde Station Precinct Project Transport Management and Accessibility Plan* dated 22 November 2012 prepared by Parsons Brinckerhoff for Transport for NSW.

**5.5 Certain requirements of the Planning Agreement to be complied with before issue of Planning Approval for subdivision or issue of a Complying Development Certificate, Construction Certificate or Subdivision Certificate**

Where the Developer is to deliver the Regional Transport Infrastructure in accordance with the Planning Agreement, it must:

- (a) commence those works prior to the issue of the first subdivision certificate for the Stage 1 Works of the Development; and
- (b) deliver those works by 31 December 2020, unless otherwise agreed by the Minister.

