

Explanatory Note

Minister for Planning, Woorong Park Pty Limited, Winten Developments Pty Ltd, Winten (14) Pty Limited, Stockland Development Pty Limited, Stockland Corporation Trust

Amendment of Planning Agreement

Introduction

The purpose of this explanatory note is to provide a plain English summary to support the notification of the proposed agreement to amend the planning agreement (the **Planning Agreement**) between the Minister for Planning (**Minister**), Woorong Park Pty Limited (**Woorong Park**), Winten Developments Pty Ltd, Winten (14) Pty Limited, Stockland Development Pty Limited (**Developer**), Stockland Corporation Limited dated 30 September 2013 (the **Amended Agreement**) prepared under Subdivision 2 of Division 7.1 of Part 7 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* (the **Regulation**).

Parties to the Amended Agreement

Following execution of the Amended Agreement, the parties to the Planning Agreement will be the Minister, the Developer and Woorong Park (as landowner of part of the land). Winten (14) Pty Limited and Winten Developments Pty Ltd will remain as named parties only to the Planning Agreement.

Description of the Subject Land

The Amended Agreement amends the land to which the Planning Agreement applies.

The Amended Agreement applies to Lots 3, 4 and 6 in DP 235714, Lots 11-13 in DP 1178982, Lots 1- 2 in DP 1225885 (the **Land**). The Land has been and will be subdivided as part of the Development (as described below).

Woorong Park currently owns Lot 2 in DP1225885 and Lot 111 in DP1190510 (being a superlot created out of a subdivision of the original named lots in Schedule 3). The Developer owns the balance of the Land.

Description of the Development

The Developer is proposing to develop the Land into 4197 Urban Lots (**Development**) and has made an offer to the Minister to enter into the Planning Agreement in connection with the Development and to provide and secure the further contributions to meet the needs created by the future development of the Marsden Park Precinct.

Summary of Objectives, Nature and Effect of the Amended Agreement

The Amended Agreement provides that the Developer will make a development contribution by providing:

- the Initial Road Improvement Works Contribution (noting that this contribution has been provided);
- the Final Road Improvement Works Contribution, comprising the:

- Garfield Road West Extension Works as generally set out in the Road Works Plan attached to the Amended Agreement;
- Precinct Road Works Cash Contribution being a monetary contribution previously paid towards the Developer's Special Infrastructure Contribution liability for the delivery by RMS of road works within the Marsden Park Precinct in the amount of \$7,309,928.86 (noting that this contribution has been provided);
- Access Road 1 Cash Contribution, including a minimum cash contribution of \$8 million and an additional cash contribution calculated in accordance with the Amended Agreement;
- Education Land Contribution comprising the dedication of approximately 3 hectares of the Land to the Minister, identified as the "Northern Primary School Site"; and
- Electricity Substation Land comprising of the dedication of approximately 1 hectare of the Land to the Minister (noting that this contribution has already been provided).

The Developer is required to provide security in the form of a \$6,500,000 bank guarantee and register the Amended Agreement on the title to part of the Land in accordance with section 7.6 of the Act. A bank guarantee was also required for the delivery of the Initial Road Improvement Works but as that contribution has been provided, a bank guarantee is no longer required.

The objective of the Amended Agreement is to facilitate the Developer's the delivery of the Development Contribution.

No relevant capital works program by the Minister is associated with this agreement.

The Developer is entitled to a Special Infrastructure Contribution discharge (**SIC Discharge Amount**) amount:

- (a) for the Education Land at an agreed value of \$11.25 million; and
- (b) up to the actual value of the Initial Road Improvement Works and the Final Road Improvement Works (consisting of the Garfield Road West Extension Works and the total monetary contribution provided for the Access Road 1 Cash Contribution).

The Developer may also provide bank guarantees to secure the payment of a Special Infrastructure Contribution liability (**SIC Liability**) it would otherwise be required to pay in connection with the Development under the *Environmental Planning and Assessment Act (Special Infrastructure Contribution – Western Sydney Growth Areas) Determination 2011* (as amended) if a SIC Discharge Amount has not yet accrued, but will do so in the future under the Amended Planning Agreement. Once the SIC Discharge Amount accrues and is applied to a SIC liability, the bank guarantee will be released.

Assessment of Merits of Planning Agreement

The Planning Purpose of the Planning Agreement

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

- the provision of (or the recoupment of the cost of providing) public amenities or public services; and

- enhancement of the natural environment.

The Minister and the Developer have assessed the Planning Agreement and both 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 it will ensure that the Developer makes the Development Contribution.

How the Amended Agreement Promotes the Public Interest

The Amended Agreement promotes the public interest by ensuring that an appropriate contribution is made towards the provision of infrastructure, facilities and services to satisfy needs that arise from development of the Land.

How the Amended Agreement Promotes the Objects of the Act

The Amended Agreement promotes the objects of the Act by:

- (i) section 1.3(a) - "proper management, development and conservation of natural and artificial resources, including...natural areas.... for the purpose of promoting the social and economic welfare of the community and a better environment";
- (ii) section 1.3(c) – to “promote the orderly and economic use and development of land”.
- (iii) section 1.3(e) - "the protection of the environment"; and
- (iv) section 1.3(b) - "ecologically sustainable development".

Requirements relating to Construction, Occupation and Subdivision Certificates

The Amended Agreement specifies that a number of requirements must be complied with prior to the issue of a subdivision certificate, including the:

- Initial Road Improvement Works Contribution (noting that this contribution has already been provided);
- Garfield Road West Extension Works;
- Access Road 1 Cash Contribution; and
- dedication of Electricity Substation Land (noting that this contribution has already been provided).

The Amended Agreement does not contain any restrictions on the issue of a construction certificate or occupation certificate.