

## **Explanatory Note**

**Minister for Planning and Public Spaces (ABN 20 770 707 468)**

**and**

**Altis Frasers JV Pty Ltd (ACN 640 585 897) in its capacity as trustee  
of the ARET Frasers Project Trust**

**and**

**Altis Bulky Retail Pty Limited (ACN 164 432 124) in its capacity as  
trustee of Altis Bulky Sub Trust 3**

**and**

**Frasers Property Industrial Constructions Pty Limited (ACN 095 586  
708)**

**and**

**The Trust Company (Australia) Ltd (ACN 000 000 993)**

## **Draft Planning Agreement**

### **Introduction**

The purpose of this explanatory note is to provide a plain English summary to support the notification of the draft planning agreement (the **Planning 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 Planning Agreement**

The parties to the Planning Agreement are the Minister for Planning and Public Spaces (ABN 20 770 707 468) (the **Minister**); and the following **Developer** entities:

- Altis Frasers JV Pty Ltd (ACN 640 585 897) in its capacity as trustee of the ARET Frasers Project Trust;
- Altis Bulky Retail Pty Limited (ACN 164 432 124) in its capacity as trustee of Altis Bulky Sub Trust 3;
- Frasers Property Industrial Constructions Pty Limited (ACN 095 586 708); and
- The Trust Company (Australia) Ltd (ACN 000 000 993).

### **Description of the Subject Land**

The Planning Agreement applies to the **Subject Land**, being:

- Lot 34 in DP1118173;
- Lot 1 in DP1018318;
- Lot X in DP421633;
- Lot Y in DP421633; and
- Lot 22 in DP258414.

The Subject Land is located at 657-769 Mamre Road, Kemps Creek.

## Description of the Proposed Development

The Developer proposes to subdivide the Subject Land into approximately 29 lots, erect warehouses and offices on the Land and create an internal road network, to give effect generally to the Proposed Final Warehouse, Logistics and Industrial Facilities Hub Plan at Annexure B to the Planning Agreement, being:

- (a) development broadly in accordance with SSD-9522 lodged with the Department, including as indicated on the SSD-9522 Plan at Annexure C to the Planning Agreement, and in accordance with any Development Consent granted to that application, including the demolition of existing structures, subdivision of the Land in 2 stages, erection of warehouses, intersection upgrade and road widening works at Mamre Road, earthworks, landscaping and provision of stormwater and other infrastructure and creation of an internal road network, and
- (b) other development, including further subdivision of the Land and the erection of warehouses and offices on the Land, proposed to be carried out by the Developer in accordance with further development applications,

(Development).

The Developer has made an offer to the Minister to enter into the Planning Agreement in connection with the Development.

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

The Planning Agreement requires the Developer to:

- if the Developer elects to do so, carry out and complete the works for the widening of Mamre Road in accordance with any Development Consent granted to SSD-9522, and as generally outlined in red on the Mamre Road Works Plan at Annexure A to the Planning Agreement before 31 December 2025 (**Mamre Road Works**);
- dedicate an area of land required for the widening of Mamre Road, being at least 16,601 square metres as a public road, generally as identified in green on the Proposed Final Warehouse, Logistics and Industrial Facilities Hub Plan at Annexure B to the Planning Agreement as 'Mamre Road Widening Road Reserve';
- if the Minister elects, dedicate a minimum of 29,375 square metres of future road reserve, to be used as a public road (**Southern Link Road**), generally identified by pink hatching on the Proposed Final Warehouse, Logistics and Industrial Facilities Hub Plan at Annexure B to the Planning Agreement;
- pay a monetary contribution to the Minister to contribute to the provision of regional transport infrastructure and services in relation to the Subject Land as may be required if the Developer does not elect to carry out the Mamre Road Works and the Minister does not elect to require the dedication of land for Southern Link Road; and
- pay a further contribution to the Minister if a SIC Determination takes effect before the contributions outlined above have been made in full and the amount of any monetary contribution for the Development under the SIC Determination would have been more than the value of the above contributions made under the Planning Agreement.

The Developer is required to provide the following bank guarantees as security on execution of the Planning Agreement by the Developer:

<b>Bank guarantee (amount)</b>	<b>Secured obligation</b>
\$200,000	All obligations imposed on the Developer under the Planning Agreement
An amount equal to \$400,000 per lot comprising the Subject Land	The obligation to register the Planning Agreement on the title to the Subject Land.
\$5,616,520	The obligation to deliver the Mamre Road Works under the Planning Agreement

The Planning Agreement provides the circumstances in which the security above could be returned or replaced with security of a lesser value.

The Planning Agreement will be registered on the titles to the Subject Land.

The objective of the Planning Agreement is to facilitate the delivery of the Developer's contribution towards the provision of regional transport infrastructure and services in relation to the Subject Land..

## **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) 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 it will ensure that the Developer makes an appropriate contribution towards the provision of regional transport infrastructure and services within the Western Sydney Employment Area.

### **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 and services to satisfy needs that arise from development of the Subject Land.

The Developer's offer to contribute towards the provision of regional transport infrastructure and services will have a positive impact on the public who ultimately use the regional transport infrastructure and services.

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

The Planning Agreement promotes the objects of the Act, as outlined in section 1.3 of the Act, by:

- promoting of the orderly and economic use and development of land; and
- promoting good design and amenity of the built environment.

The Planning Agreement promotes the objects of the Act set out above by facilitating development of the Subject Land in accordance with the Planning Agreement.

## **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, a subdivision certificate or an occupation certificate.