

## Explanatory Note

Minister administering the *Environmental Planning and Assessment Act 1979* (ABN 20 770 707 468)

and

LegPro 70 Pty Ltd (ACN 628 315 239) in its capacity as trustee for LegPro 70 Unit Trust

and

LegPro 70 Stage 1 Pty Ltd (ACN 675 052 105) in its capacity as trustee for LegPro 70 Stage 1 Unit Trust

## 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 having regard to the Planning Agreements Practice Note and its contents have been agreed by the parties.

Words which are capitalised in this explanatory note but are not defined take on the meaning given to those words in the Planning Agreement.

### Parties to the Planning Agreement

The parties to the Planning Agreement are the Minister administering the *Environmental Planning and Assessment Act 1979* (ABN 20 770 707 468) (the **Minister**) and the following **Developer** parties:

- LegPro 70 Pty Ltd (ACN 628 315 239) in its capacity as trustee for LegPro 70 Unit Trust (**LegPro 70 Pty Ltd**); and
- LegPro 70 Stage 1 Pty Ltd (ACN 675 052 105) in its capacity as trustee for LegPro 70 Stage 1 Unit Trust (the **Stage 1 Developer**).

### Description of the Subject Land

The Planning Agreement applies to Lot 101 in Deposited Plan 1301632, at the site of the former Corrimal Coke Works, 27 Railway Street Corrimal 2418 (**Subject Land**).

As at the date of the Planning Agreement the Subject Land is owned by LegPro 70 Pty Ltd. LegPro 70 Pty Ltd intends to transfer the Subject Land to the Stage 1 Developer.

### Description of the Proposed Development

The Planning Agreement applies to the proposed development of the Subject Land for residential purposes, including:

- the Torrens title subdivision of the Subject Land to create two lots for construction of five (5) residential flat buildings, and a lot for future heritage plaza;
- the construction of the five (5) residential flat buildings containing 179 Dwellings; and
- other works including construction of two separate single level basements, construction of roads and associated civil works, drainage works, removal of trees, creation of communal spaces, public domain works and reticulation of site services,

generally, in accordance with DA-2023/550 lodged with Wollongong City Council (**Proposed Development**).

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

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

The Planning Agreement provides that the Developer will make the following monetary contribution, subject to indexation in accordance with the Planning Agreement, for the purposes of the provision of designated State public infrastructure in Corrimal within the meaning of clause 6.1 of the *Wollongong Local Environmental Plan 2009* (**Development Contribution**):

<b>Development Contribution</b>
\$6,374.18 for each Dwelling authorised by a Development Consent for the Proposed Development.

The Developer will pay the Development Contribution prior to the issue of the first Construction Certificate in relation to the Proposed Development on the Subject Land.

The Developer is required to provide a bank guarantee in accordance with Schedule 5 to the Planning Agreement.

The objective of the Planning Agreement is to facilitate the delivery of the Developer's contributions towards the provision of designated State public infrastructure.

No relevant capital works program by the Minister is associated with the Planning Agreement.

### **Assessment of Merits of Planning Agreement**

#### **The Public 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;
- 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 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 an appropriate contribution towards the provision of infrastructure, facilities and services.

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

The Developer's offer to contribute towards the provision of designated State public infrastructure will have a positive impact on the public who will ultimately use it.

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

The Planning Agreement specifies that a Development Contribution is to be paid prior to the issue of the first Construction Certificate in relation to each Development Consent for the Proposed Development on the Subject Land and therefore contains a restriction on the issue of a Construction Certificate within the meaning of section 21 of *Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021* (NSW).

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