

Explanatory Note

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

and

Canberra Estates Consortium No 69 Pty Limited (ACN 622 506 227)

and

The Village Building Co. Limited (ACN 056 509 025) in its capacity as trustee for Village No 25 Pty Limited (ACN 620 656 313)

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.

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 Canberra Estates Consortium No 69 Pty Limited (ACN 622 506 227) and The Village Building Co. Limited (ACN 056 509 025) in its capacity as trustee for Village No 25 Pty Limited (ACN 620 656 313) (together, the **Developer**).

Description of the Subject Land

The Planning Agreement applies to Lot 126 in Deposited Plan 1269436 and part of Lot 850 in Deposited Plan 1270463 known as 460 Envirova Drive, Tralee NSW 2620 (**Subject Land**).

Description of the Proposed Development

The Developer is seeking a staged subdivision of the Subject Land into approximately five hundred and eighty six (586) residential lots and associated roads, infrastructure and open space, generally in accordance with Concept Development Application number DA.2021.1284 lodged with Queanbeyan–Palerang Regional Council, including:

- a) Stage 1 comprising the proposed subdivision of part of the Subject Land to create approximately one hundred and fifty nine (159) residential lots, one (1) open space lot detention basin, two (2) residue lots and associated roads, infrastructure and landscaping; and

- b) development the subject of further Development Applications for the Subject Land or part of the Subject Land consistent with the Development Consent for the Concept Development Application,

(Proposed Development).

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

An indicative concept plan of the Proposed Development is at the end of this explanatory note.

Summary of Objectives, Nature and Effect of the Planning Agreement

The Planning Agreement provides that the Developer will make a monetary contribution of \$3,513.48 per residential lot (subject to indexation in accordance with the Planning Agreement) (**Development Contribution**) for the purposes of the provision of designated State public infrastructure within the meaning of clause 6.1 of *Queanbeyan Local Environmental Plan (South Jerrabomberra) 2012 (LEP)*.

An instalment of the Development Contribution will be payable prior to the issue of each relevant subdivision certificate in accordance with Schedule 4 to the Planning Agreement.

The Developer is required to provide security 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 referred to in clause 6.1 of the LEP.

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

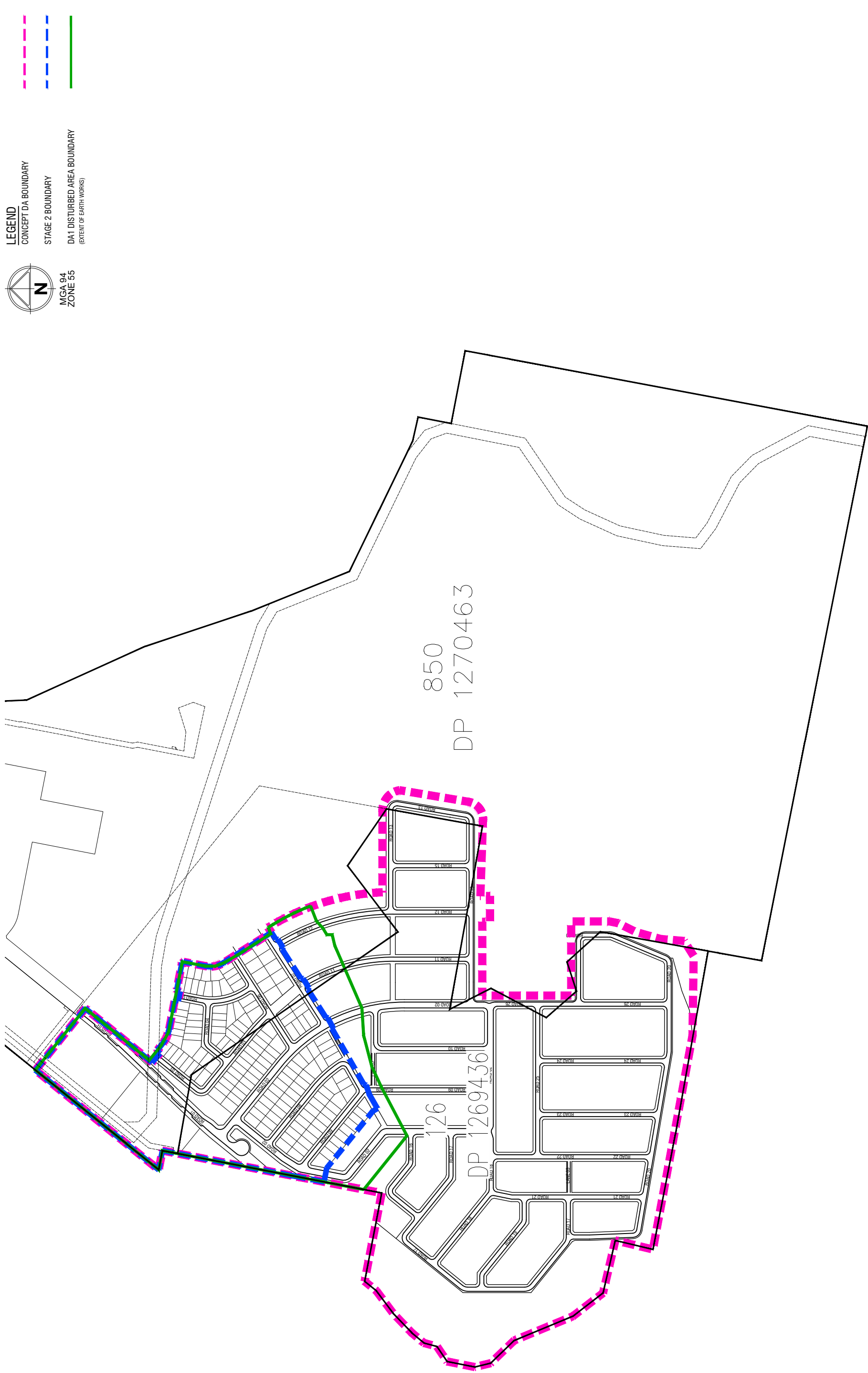
The Planning Agreement does not specify requirements that must be complied with prior to the issue of a construction certificate or an occupation certificate.

The Planning Agreement requires an instalment of the Development Contribution to be paid prior to the issue of the relevant subdivision certificate and therefore contains a restriction on the issue of a subdivision certificate within the meaning of section 6.15(1)(d) of the Act.

Indicative Concept Plan of the Proposed Development

See following page.

[Note: The references to 'Stage 2' and 'DA1' in the Legend to the Indicative Concept Plan should be read as 'Stage 1' of the Proposed Development. 'Stage 2' has been used in the plan to indicate that the Proposed Development is part of a larger development in the South Jerrabomberra area, with an earlier stage having already been approved.]

[illegible]

Scale

H 1 : 7000 @ A3	0	35	70	105	140	175
H 1 : 3500 @ A1	0	35	70	105	140	175
SCALE						
V 1 : 7000 @ A3	0	35	70	105	140	175
V 1 : 3500 @ A1	0	35	70	105	140	175



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Designed	Checked
Authorised	Date

**SOUTH JERRABOMBERRA STAGE 2
PROPOSED SOUTH JERRABOMBERRA STAGE 2 PLAN**

QPRC
VILLAGE BUILDING CO.

Drg No **306357CX415** Rev **1**