

Explanatory Note
Planning Agreement
Macarthur Grange Golf Club (Lot 3900 DP1170905)

1 Introduction

- (1) The purpose of this Explanatory Note is to provide a plain English summary to support the notification of a proposed Voluntary Planning Agreement (**Planning Agreement**) under s7.4 of the *Environmental Planning and Assessment Act 1979* (NSW) (**Act**).
- (2) This Explanatory Note has been prepared jointly between the parties as required by clause 205 of the *Environmental Planning and Assessment Regulation 2021* (NSW) (**Regulations**).
- (3) This Explanatory Note is not to be used to assist in construing the Planning Agreement.

2 Parties to the Planning Agreement

The parties to the Planning Agreement are:

- (1) Campbelltown City Council (ABN 31 459 914 087) (**Council**); and
- (2) Toscu Investments Pty Limited (ABN 16 114 547 170) (**Developer**).

3 Description of the Land to which the Planning Agreement applies

The Planning Agreement applies to the land comprising Lot 3900 in Deposited Plan 1170905 known as Macarthur Grange Golf Club, Varroville (**Land**).

4 Description of the Development to which the Planning Agreement applies

The Planning Agreement applies to planning proposal PP-2023-2012, which received Gateway Determination on 6 December 2023 and, once gazetted, will facilitate the following amendments to the *Campbelltown Local Environmental Plan 2015* (**CLEP**) in respect of the Land (**Instrument Change**):

- (1) Rezoning the Land from C3 Environmental Management to a range of zones including C2 Environmental Conservation, C3 Environmental Management, C4 Environmental Living and RE1 Public Recreation.
- (2) Amending the minimum subdivision lot size for any lot resulting from a subdivision of the Land for a community title scheme (not including association property) under the *Community Land Development Act 2021* (NSW) to an area of not less than 5,000 square metres and a density that does not exceed 2.5 dwellings per hectare, by introducing a new subclause to that effect in clause 4.1AA of the CLEP.

- (3) Permitting that part of the Land that fronts Raby Road (existing clubhouse precinct) to support a future function centre, restaurant and café, by introducing a new clause to that effect in 'Schedule 1 – Additional Permitted Uses' of the CLEP.

The Planning Agreement will also apply to any development consent granted in connection with any development application for the future development of the Land proposed by the Developer pursuant to the Instrument Change, which includes as follows:

- (1) The construction of approximately fifty-three (53) Environmental Living lots.
- (2) A ridgetop open space system with walking and cycling trails.
- (3) Two (2) 'lookout/pocket' parks.
- (4) Supporting infrastructure and facilities.
- (5) Dedication of 59 hectares of environmental conservation and open space land.

5 Summary of objects, nature and effect of the Planning Agreement

The **objective** of the Planning Agreement is to provide community infrastructure, amenities and resources to the Campbelltown LGA community by facilitating the delivery of the development contributions as set out in **Schedule 1 (Contributions)** in a timely and efficient manner.

The **intent** of the Planning Agreement is to facilitate the provision of the Contributions by the Developer.

The Planning Agreement will be registered on the title of the Land.

Council will be able to withhold Subdivision Certificates until such time as those Contributions are made.

The Developer will provide Council with the following bank guarantees to ensure completion of the Contributions:

- (1) A bank guarantee for an amount equivalent to the Contribution Value for the Works (**Primary Security**).
- (2) A bank guarantee for an amount equivalent to ten per cent (10%) of the Contribution Value for each item of Works prior to the completion of an item of Work to satisfy any defects in the Works during the relevant Defect Liability Period (which will be twelve (12) months commencing from the date the item of Works is completed) (**Defects Security**).

To the extent that the Contributions include the dedication of land, and the Developer does not dedicate any part of land required to be dedicated by the time it is required, then the Developer permits Council to compulsorily acquire that land for compensation in the amount of \$1.00.

The **nature** of the Planning Agreement is a contractual relationship between the Council and the Developer for providing the Contributions.

The **effect** of the Planning Agreement is that the Developer will provide the Contributions in the manner provided for by the Planning Agreement (as applicable) and as set out in **Schedule 1**.

6 Assessment of the merits of the Planning Agreement

6.1 The planning purposes served by the Planning Agreement

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

- (1) Provision of contributions to accommodate and meet the demands of future developments and to mitigate the potential impacts of the Development on existing infrastructure.
- (2) The monitoring of the planning impacts of development on the Land.

6.2 How the Planning Agreement promotes the public interest

In accordance with the objects of the Act, the Planning Agreement promotes the public interest in the following manner:

- (1) By providing certainty for the Developer and Council as to the provision of the Contributions directed towards community infrastructure within the Campbelltown LGA community.
- (2) By promoting the social and economic welfare of the community and a better environment.
- (3) The promotion and co-ordination of the orderly and economic use and development of Land to which the Planning Agreement applies.
- (4) The Planning Agreement will provide an opportunity for involvement and participation by members of the community in development assessment and are invited to make comment on the Planning Agreement.

6.3 How the Planning Agreement promotes Council's guiding principles

The Planning Agreement promotes a number of Council's guiding principles under section 8A of the *Local Government Act 1993* (NSW), as follows:

- (1) The exhibition of the Planning Agreement facilitates the involvement of members of the public in the consultation process for the Planning Agreement.
- (2) To plan strategically for the provision of effective and efficient services and regulation to meet the diverse needs of the local community.
- (3) To act fairly, ethically and without bias to the interests of the local community.
- (4) To recognise diverse local community needs and interests.
- (5) To have regard to the long term and cumulative effects of its decisions on future generations.
- (6) Transparent decision-making and active engagement with local communities, through the use of the integrated planning and reporting framework and other measures.
- (7) To engage in long-term strategic planning on behalf of the local community;

- (8) The Planning Agreement makes it clear that Council has a statutory role as consent authority in relation to the development proposal and that the Planning Agreement is not intended to unlawfully influence the exercise of Council's regulatory functions.

7 Identification of whether the Planning Agreement conforms with the Council's capital works program

The Planning Agreement conforms with Council's capital works program.

Schedule 1 - Development Contributions

The following contributions are provided in accordance with the stages of the Development set out in the Overall Staging Plan annexed to the Planning Agreement.

Part 1 – Dedication Land

Column 1 Item	Column 2 Nature and extent of Contribution Item	Column 3 Public Purpose	Column 4 Timing	Column 5 Contribution Value (\$)
1	Regional Open Space linkage Land identified as ' <i>Regional Open Space Linkage</i> ' being the proposed RE1 – Public Recreation Land and having an area of approximately 19.2ha, inclusive of the two (2) Local Lookout Parks	Public Open Space	Prior to the issue of the first Subdivision Certificate for the Development	\$6,080,000.00
2	Eastern Ridgeline Linkage Land identified as ' <i>Eastern Ridgeline Linkage</i> ' being the proposed C2 – Environmental Conservation Land and having an area of approximately 6.4ha	Public Open Space	Prior to the issue of the first Subdivision Certificate for the Development	\$1,280,000.00
3	Hilltop Conservation Reserve Land identified as ' <i>Hilltop Conservation Reserve</i> ' being the proposed C2 – Environmental Conservation Land and having an area of approximately 33.7ha	Public Open Space	Prior to the issue of the first Subdivision Certificate for the Development	\$5,055,000.00
Total Dedication Land Contribution Value				\$12,415,000.00

Part 2 – Works

Column 1 Item	Column 2 Nature and extent of Contribution Item	Column 3 Public Purpose	Column 4 Timing	Column 5 Contribution Value (\$)
1	Western Ridgeline Open Space Work identified as ' <i>Western Ridgeline Open Space</i> '	Public Open Space	Prior to the issue of the first Subdivision Certificate for the Development	\$1,297,579.00
2	Lookout Park No.1 Work identified as ' <i>Lookout Park No.1</i> '	Public Open Space	Prior to the issue of the first Subdivision Certificate for the Development	\$540,639.00
3	Lookout Park No.2 Work identified as ' <i>Lookout Park No.2</i> '	Public Open Space	Prior to the issue of the first Subdivision Certificate for the Development	\$235,415.00
Total Works Contribution Value				\$2,073,633.00