

Explanatory Note

Draft Rosehill Planning Agreement

Under s93F of the *Environmental Planning Assessment Act 1979*

Parties:

Fame Cove Three Pty Ltd (Developer) ACN 103 565 359 of
Level 1, 106 King Street, Sydney NSW 2000

Cessnock City Council ABN 60 919 148 928
of Administrative Building 62-78 Vincent Street, Cessnock NSW 2325 (**Council**)

Description of Subject Land

Lot 12 Deposited Plan 1181682

Description of the Development to which the Planning Agreement relates

The staged residential subdivision and housing development of the Land being land having frontage to Millfield Road and Eleventh Avenue, Millfield.

Future Development Application

A staged development application within the meaning of s83B of the *Environmental Planning & Assessment Act 1979* will be prepared and lodged with Council. The development application will set out a concept proposal for the development of the Land. The proposed development will include:

- a large lot residential subdivision.
- infrastructure including a road, pedestrian and cycle network, stormwater management and essential services.

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

The objective of the Planning Agreement is to require public benefits in conjunction with the carrying out of the Development to meet the facilities needed by the additional population generated by the Development and also additional public facilities.

The Planning Agreement also makes provision for:

- (a) the exclusion of the application of s94 and s94A to the Development (having regard to the contributions proposed under the agreement (clause 7));
- (b) the indexation of the contributions in (clause 5.3);
- (c) Council to apply the Developer's contributions under the agreement in a manner that best meets the demand by the Development. The Council may pool contributions and progressively apply those funds towards the provision of the Public Facilities

mentioned in the Agreement. If the Council decides that a Public Facility is no longer appropriate, Council must apply monetary Development Contributions towards the provision of other City Wide or Local Area facilities for a purpose benefiting progressively towards the provision of any of the Public Facilities the locality Greta (cl6);

- (d) the agreement be registered on title (clause 11);
- (e) restriction on development inconsistent with the Development on the Land without the consent of the Council (clause 10);
- (f) notification to the Council of the sale of the Land by the Developer (clause 12);
- (g) provision for review of the Agreement by the agreement of the parties (clause 13);
- (h) dispute resolution (clause 14);
- (i) the Developer to pay the Council's reasonable costs (clause 17.1);

Assessment of the Merits of the Draft Planning Agreement

The Planning Purposes Served by the Draft Planning Agreement and whether it provides for a reasonable means of achieving that purpose

The proposed agreement provides a mechanism to ensure that facilities needed by the additional population generated by the Development and other facilities required for all residents are provided and/or funded. The agreement is a reasonable means for achieving that purpose providing as it does flexibility, security and certainty at concept stage.

How the Draft Planning Agreement Promotes the Public Interest & One or More of the Objects of the *Environmental Planning and Assessment Act 1979*

The draft agreement will promote the public interest by ensuring that facilities needed by the additional population generated by the development and other facilities required for all residents are able to be provided and/or funded.

The draft planning agreement will promote the objects of the *Environment Planning and Assessment Act, 1979* through:

- facilitation of the orderly and efficient use of the land;
- dedication of land for a public purpose; and
- contributions for the provision of community facilities and infrastructure.

How the Draft Planning Agreement Promotes One Or More Elements of the Council's Charter

The draft planning agreement promotes the following elements of the Council's Charter under s8(1) of the *Local Government Act 1993*:

The draft planning agreement, being a mechanism to deliver the provision of infrastructure and community facilities, promotes the following points as stated in Council's Charter:

- to provide directly or on behalf of other levels of government, after due consultation, adequate, equitable and appropriate services and facilities for the community and to ensure that those services and facilities are managed efficiently and effectively;
- to exercise its functions in a manner that is consistent with and actively promotes the principles of multiculturalism;
- to properly manage, develop, protect, restore, enhance and conserve the environment of the area for which it is responsible;
- to bear in mind that it is the custodian and trustee of public assets and to effectively account for and manage the assets for which it is responsible; and
- to raise funds for local purposes by the fair imposition of rates, charges and fees, by income earned from investments and, when appropriate, by borrowings and grants.

Whether the Draft Planning Agreement Conforms with the Authority's Capital Works Program

The agreement provides for the payment of contributions and the dedication of land to Council by the developer.

The contributions to be paid by the developer, as set out in Schedule 2 of the Planning Agreement, are based on a work program for each of the respective services and facilities.

The Council is responsible for the completion of the Capital Works Program provided for in the agreement.

EXECUTED AS A DEED

Dated:

Signed on behalf of Fame Cove Three Pty Ltd
In accordance with s127 of the Corporations Act 2001

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Sole Director

Name of Officer:

Witness

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Signed on behalf of the Council:

The Seal of the Council was affixed in accordance with a resolution passed at a duly
convened meeting held on in the presence of:

.....
General Manager

.....
Mayor