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**Planning Agreement**

**Explanatory Note**

**Stoney Creek Road, Marulan – Lot 50 DP1268828**

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Prepared jointly by Goulburn Mulwaree Council

and

Marsdens Law Group (on behalf of the applicant)

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# Planning Agreement

## Explanatory Note

### Stoney Creek Road, Marulan – Lot 50 DP1268828

#### 1. Introduction

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This Explanatory Note has been prepared jointly between the parties in accordance with clause 25E of the *Environmental Planning & Assessment Regulation 2000* (NSW).

The purpose of this Explanatory Note is to provide a plain English summary to support the notification of a draft planning agreement (**Planning Agreement**) between the parties under s7.4 of the *Environmental Planning & Assessment Act 1979* (NSW) (**EPA Act**).

This Explanatory Note is not to be used to assist in construing the Planning Agreement.

#### 2 Parties to the Planning Agreement

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The parties to the Planning Agreement are:

- (1) Goulburn Mulwaree Council (ABN 84 049 849 319) (**Council**).
- (2) Carrington Clarke Group Pty Limited (ABN 39 150 492 265) (**Developer**).

#### 3 Description of the Subject Land

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The land to which the Planning Agreement relates, and to which the Planning Agreement will be registered, is set out in the table below (**Land**).

Folio Identifier	Location
Lot 50 DP1268828	Stoney Creek Road, Marulan NSW 2579

#### 4 Summary of objects, nature and effect of the Planning Agreement

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The **objective** of the Planning Agreement is to satisfy the condition in the development consent issued under the EPA Act with respect to DA/0171/1718 as set out in the Orders of the Land and Environment Court dated 27 August 2020 Case Number 2019/00146722 (**Development**), by providing development contributions to the public consisting of public

works, the payment of monetary contributions, and the dedication of land to Council for drainage reserve as outlined in blue and hatched in black on the plan attached at **Appendix A** of the Planning Agreement.

The **intent** of the Planning Agreement is to facilitate the provision of the development contributions provided by the Developer as described in the table below, all of which will be delivered prior to the issue of the first subdivision certificate in relation to the Development (**Contributions**).

<b>Contribution</b>	<b>Specifications</b>	<b>Contribution Credit/Value</b>
Dedication of the land at <b>Appendix A</b> .	Dedication of land for the purposes of ongoing stormwater infrastructure management and riparian corridor.	N/A
Construction of riparian corridor	The construction of riparian corridor in accordance with the Development Consent, the referenced plans, Water NSW Concurrence requirements, and the Subdivision Works Certificate.	\$130,000.00
Stormwater Management Works	The construction of the rain gardens in accordance with the Development Consent, the referenced plans, Water NSW Concurrence requirements, and the Subdivision Works Certificate.	\$35,000.00
Monetary Contribution - Drainage	Ongoing maintenance (30 years) of rain gardens	\$45,000.00 (at 17 August 2020)
Monetary Contribution - Drainage	Capitalisation and first renewal of rain gardens (30 years)	\$28,000.00 (at 17 August 2020)
Monetary Contribution - Maintenance	Ongoing maintenance (30 years) of riparian corridor,	\$60,000.00 (at 17 August 2020)

As security for the Developer's obligations to pay the Contributions, the Planning Agreement will be registered on the title of the Land and the Developer will provide Council with bank guarantees to ensure completion of the Contributions.

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

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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).

## **5 Assessment of the merits of the Planning Agreement**

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### **5.1 The planning purposes served by the Planning Agreement**

In accordance with section 7.4 of the EPA Act, the Planning Agreement promotes the following public purpose:

- (1) Provision of infrastructure to accommodate and meet the demands of future developments and to mitigate the potential impacts of the Development on existing infrastructure;
- (2) Enables the subject land to be developed in a timely and efficient manner to promote economic development and employment opportunities;
- (3) Provides for the dedication of land for drainage reserve; and
- (4) Provides for the construction of a riparian corridor and water quality devices to enhance the natural environment.

### **5.2 How the Planning Agreement promotes the public interest**

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

- (1) By providing certainty as to provision of the Contributions;
- (2) The proper management, development and conservation of land;
- (3) The promotion and co-ordination of the orderly and economic use and development of land; and
- (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.

### **5.3 The impact of the Planning Agreement**

The overall impacts of the Planning Agreement are positive as it will:

- (1) Enable the land to be developed, therefore, increasing the availability of suitable residential land in Marulan for future housing needs;
- (2) Enable the land to be developed, which in turn will upgrade the local road network in the vicinity of the development; and

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- (3) Enhance the natural environment through the construction and long-term maintenance of the riparian corridor.

#### **5.4 How the Planning Agreement promotes Council's guiding principles**

The Planning Agreement promotes Council's guiding principles under section 8A of the *Local Government Act 1993* (NSW) to enable Councils to manage lands and other assets so that current and future local community needs can be met in an affordable way.

### **6 Identification of whether the Planning Agreement conforms with the Council's capital works program**

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The works are not dissimilar to Council's capital works program, therefore, the Planning Agreement conforms with Council's capital works program

### **7 Requirements of the Planning Agreement**

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The following requirements of the Agreement must be complied with before:

- (1) A Subdivision Works Certificate is issued: Nil.
- (2) A Subdivision Certificate is issued: Completion of Developer's Works and dedication of designated land and payment of monetary contributions.