

EXPLANATORY NOTE

DRAFT PLANNING AGREEMENT FOR 57, 63 and 83 CHURCH STREET, PARRAMATTA

Environmental Planning and Assessment Regulation 2021
(section 205)

1. Introduction

The purpose of this Explanatory Note is to provide a plain English summary to support the exhibition of a proposed draft planning agreement (the **Planning Agreement**) prepared under section 7.4(1) of the *Environmental Planning and Assessment Act 1979* (the **Act**).

2. Parties

The parties to the Planning Agreement are:

- a. City of Parramatta Council ABN 49 907 174 773 (the **Council**),
- b. JQZ Seventeen Pty Ltd ABN 74 489 580 973 (**Landowner**), and
- c. Early Street Developments Pty Ltd ABN 20 666 307 508 (**Developer**).

This explanatory note has been prepared jointly by the parties.

3. Description of Subject Land

The Planning Agreement applies to the following lots:

Land means:

<i>Lot and Deposited Plan No.:</i>	<i>Address:</i>	<i>Site</i>
Lot 100 DP 1249271	83 Church Street, Parramatta	1
Lot 102 DP 1249271	63 Church Street, Parramatta	2
Lot 15 DP 651039 Lot 16 DP 12623 Lot 114 DP 129484	57 Church Street, Parramatta	3

and includes any lot created by the consolidation or subdivision of those lots from time to time (the **Land**).

4. Description of the Proposed Development

The **Proposed Development** means:

- a. Site 1, Building E: the addition of 10 residential storeys (to 32 storeys) increasing apartment numbers and corresponding adjustments to lower levels;

- b. Site 2, Building K: the replacement of the lower 7 levels of commercial floors to residential uses and the addition of 9 storeys (to 40 storeys) of residential units;
- c. Site 2, Building L: the reduction from 10 storeys to 4 storeys, with the introduction of the Community and Cultural Hub
- d. Basement: general changes to basement layout to allocate parking as required.
- e. Site 3 – remediation, design, construction and embellishment of public open space.

In order to facilitate future development (subject to future Development Applications), the Council is required to endorse amendments to the Parramatta Local Environmental Plan 2023 (the **LEP**), and consequential amendments to the site-specific Development Control Plan, forming part of the Parramatta Development Control Plan 2023 (the **DCP**).

The draft Planning Agreement does not permit any development to be carried out and the Landowner and Developer will be required to seek and obtain the necessary development consent/s under the Act to do so.

5. Summary of Objectives, Nature and Effect of the Planning Agreement

The Landowner and Developer have offered to enter into a Planning Agreement with Council.

The objective of the draft Planning Agreement is to provide works in the public interest including the construction of a community and cultural hub, construction of footpaths, embellishment of public parks, and creation of easements, followed by dedication of the footpaths and open space public park to Council.

The draft Planning Agreement provides that, following the coming into effect of the amendments to the LEP, DCP and the issue of development consent(s):

- a) The Landowner and Developer will construct a footpath (known as Footpath 'H' on the Staging Plan) and through-site link (known as Through-Site Link 'X' on the Staging Plan) on Site 1;
- b) The Landowner and Developer will construct a footpath (known as Footpath 'P') and through-site link (known as Through-Site Link 'Y' on the Staging Plan) on Site 2;
- c) The Landowner and Developer will construct and fit-out a four-storey Community and Cultural Hub (known as Building 'L' on the Staging Plan) on Site 2;
- d) The Landowner and Developer will do open space remediation, design, construction and embellishment of the public open space (known as New Park 'Q' on the Staging Plan) on Site 3;
- e) The Landowner will transfer and dedicate to Council ownership, at no cost to Council, the following:
 - a. Footpath 'H' on Site 1;
 - b. Footpath 'P' on Site 2;
 - c. Building 'L' on Site 2; and
 - d. New Park 'Q' on Site 3.

- f) The Landowner will register two (2) public access easements at no cost to Council, over that part of Land marked as “Through-Site Link ‘X’” and “Through-Site Link ‘Y’”, in favour of Council (the **Easements**).

together known “**Works and Dedication of Land**”

The Works and Dedication of Land is in addition to any development contributions that may be applicable under sections 7.11, 7.12 and 7.24 of the Act, with the exception that Council will not levy any contribution under section 7.11 and section 7.12, for the Proposed Development of the Land.

The parties agree that the Works and Dedication of Land and the existing monetary contribution provided under the preceding Planning Agreement (A1392225F) are the sole contributions required under section 7.11 and section 7.12 of the Act for the Proposed Development on the Land.

Footpath ‘H’ on Site 1 and Through-Site Link ‘X’ on Site 1 will be practically completed prior to the issue of any Occupation Certificate for a residential apartment on Site 1.

Footpath ‘P’ on Site 2 and Through-Site Link ‘Y’ on Site 2 will be practically completed prior to the issue of any Occupation Certificate for a residential apartment on Site 2.

New Park ‘Q’ on Site 3 will be practically completed prior to the issue of the first Occupation Certificate on Site 2.

Dedication of the following must commence:

- **Dedication of ‘G’ and Footpath ‘H’ on Site 1:** within 45 days of obtaining the Certificate of Practical Completion for Site 1 Footpath ‘H’;
- **Dedication of Footpath ‘P’ on Site 2:** within 45 days of obtaining the Certificate of Practical Completion for Site 2 Footpath ‘P’;
- **Dedication of Community and Cultural Hub, Building ‘L’ on Site 2:** within 45 days of obtaining the Certificate of Practical Completion for Site 2 Community and Cultural Hub, Building ‘L’;
- **Dedication of New Park ‘Q’ on Site 3:** within 45 days of obtaining the Certificate of Practical Completion for Site 3 New Park ‘Q’

The Easements are to be registered prior to the issue of any Occupation Certificate for future development on Site 1 and Site 2.

The Landowner is required to commence registration of the Planning Agreement on the title of the Land respectively, in accordance with section 7.6(1) of the Act, no later than 14 days after the Planning Agreement has been executed.

6. Assessment of Merits of Planning Agreement

The Planning Purpose of the Planning Agreement

The Planning Agreement will benefit the public by providing outdoor recreational facilities for community use, indoor hall for community use, retail and commercial spaces for business use, general amenities and walkways, large public pedestrian access between major arterial roads to reduce pedestrian congestion on walkways.

How the Planning Agreement Promotes the Public Interest

The Planning Agreement promotes the public interest by committing the Landowner and Developer in completing works in the public interest including the construction of a community and cultural hub, construction of footpaths, embellishment of public parks, and creation of easements, followed by dedication of the footpaths and open space public park to Council.

How the Planning Agreement Promotes the Objects of the Act

The Planning Agreement promotes the following objects of the Act:

- a) *to promote the social and economic welfare of the community and a better environment by the proper management, development and conservation of the State's natural and other resources,*
- b) *to facilitate ecologically sustainable development by integrating relevant economic, environmental and social considerations in decision-making about environmental planning and assessment,*
- c) *to promote the orderly and economic use and development of land.*

In addition to the above, the Planning Agreement will not be inconsistent with any of the other objects of the Act.

How the Planning Agreement Promotes Elements of the Local Government Act 1993 and the Guiding Principles for Councils

The Planning Agreement promotes the guiding principles for councils under section 8A of the *Local Government Act 1993* by assisting Council to:

- a) Carry out functions in a way that provides the best possible value for residents and ratepayers;
- b) Manage lands and other assets so that current and future local community needs can be met in an affordable way;
- c) Work with others to secure appropriate services for local community needs.
- d) Recognise diverse local community needs and interests;
- e) Consider the long term and cumulative effects of actions on future generations;
- f) Apply the principles of ecologically sustainable development;
- g) Invest in responsible and sustainable infrastructure for the benefit of the local community; and
- h) Identify and prioritise key local community needs and aspirations and consider regional priorities.

How the Planning Agreement Promotes Council's Capital Works Program

Works forming part of the public purpose to which the Contribution may be applied are generally in addition to the Council's capital works program, although may conform with aspects of works identified as a priority by Council's Development Contribution Plans and other strategic plans.

Requirements relating to Construction and Occupation Certificates

The Planning Agreement requires that:

- a) Footpath 'H' on Site 1 and Through-Site Link 'X' on Site 1 will be practically completed prior to the issue of any Occupation Certificate for a residential apartment on Site 1.
- b) Footpath 'P' on Site 2 and Through-Site Link 'Y' on Site 2 will be practically completed prior to the issue of any Occupation Certificate for a residential apartment on Site 2.
- c) New Park 'Q' on Site 3 will be practically completed no later than 12 months after the date on which the first Occupation Certificate is issued in respect of Site 2.