

Explanatory Note

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

and

DB20 Pty Limited (ACN 637 243 844)

and

Maitland City Council (ABN 11 596 310 805)

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**), DB20 Pty Limited (ACN 637 243 844) (the **Developer**) and Maitland City Council (ABN 11 596 310 805) (the **Council**).

Description of the Subject Land

The Planning Agreement applies to the following land in Maitland local government area, in the suburbs of Anambah and Windella:

- Lot 56 in Deposited Plan 874170
- Lot 1 in Deposited Plan 1110433
- Lot 2 in Deposited Plan 1110433
- Lot 178 in Deposited Plan 874171
- Lot 6 in Deposited Plan 19925
- Lot A in Deposited Plan 431640
- Lot 3 in Deposited Plan 785359

(the **Land**).

The Planning Agreement also applies to land in Lochinvar where the Developer is to carry out an upgrade of the intersection at Wyndella Road, Springfield Drive and New England Highway, Lochinvar (the **Development Intersection Works Land**).

Description of the Proposed Development

The Developer is seeking to carry out subdivision and other development on the Land for residential and commercial purposes that will result in approximately 2,800 dwellings and 5,000 square metres commercial premises, being development that is or will be the subject of Planning Applications, including DA/2025/486, lodged with Maitland City Council for the subdivision of part of the Land into 173 residential lots, 2 super lots and 1 drainage reserve (the **Proposed Development**).

The Planning Agreement applies to the Proposed Development. If the Planning Agreement is later removed and discharged from the title of any part of the Land, it will no longer apply to development on that part.

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

Summary of Objectives, Nature and Effect of the Planning Agreement

The Planning Agreement requires the Developer to make the following development contributions:

- Carry out the works to upgrade the intersection at Wyndella Road, Springfield Drive and New England Highway, Lochinvar (**Intersection Works Contribution**) (see Schedule 5 to the Proposed Agreement).
- Dedicate, or procure the dedication of, the land on which the upgraded intersection is to be constructed (except for any land acquired by the Council) (**Intersection Works Land Contribution**) (see Schedule 5 to the Proposed Agreement).
- Dedicate to the Minister for Education and Early Learning (as the Minister's nominee) land for a school (**Education Land Contribution**), following the provision of utility services to the land and its remediation, if necessary (see Schedule 6 to the Proposed Agreement).
- Pay the Council an amount for the acquisition of any land by the Council for the intersection works, if necessary (**Intersection Monetary Contribution**) (see clause 1.1 and 1.2, in particular, of Schedule 4 to the Proposed Agreement).
- Pay the Minister an additional contribution amount in respect of any part of the Proposed Development if the value of the preceding contributions is not sufficient to offset a monetary contribution calculated in accordance with the Ministerial planning order imposing housing and productivity contributions (**Additional Contribution Amounts for DA Development**) (see clauses 1.4 and 1.5, in particular, of Schedule 4 to the Proposed Agreement).

An intersection works plan and plan showing the proposed site of the school are set out at the end of this explanatory note.

The Council must pay the Developer an amount of \$5,023,244 (the **Council Works Amount**), being an amount based on the contributions under section 7.11 of the Act that the Council has collected, or may collect, with respect to an upgrade of the intersection concerned. The Council may also be required to pay an amount of up to \$551,795 (the **Council Land Amount**), also collected from section 7.11 contributions, for the acquisition of the land for the intersection works.

The Developer is required to pay an Intersection Monetary Contribution only if the Council has to acquire land for the intersection works, and/or obtain rights to occupy, use or carry out works on land in the vicinity of the intersection works and the amount paid or incurred by the Council exceeds the Council Land Amount. Any amount paid or incurred by the Council is first deducted from the Council Land Amount otherwise payable to the Developer.

The Planning Agreement excludes the application of the housing and productivity contributions scheme (in Subdivision 4 of Division 7.1 of the Act) to the Proposed Development.

However, the Planning Agreement requires the amount that would have been payable under the *Environmental Planning and Assessment (Housing and Productivity Contributions) Order 2024*, as in force at 30 June 2025, to be calculated for each development that is part of the Proposed Development and authorised by a development consent (including a complying development certificate).

If, at the same time as the housing and productivity contribution for the relevant development would have been due the Developer's "Credit Balance" (based on the value of the other contributions made to date by the Developer) is less than the amount of the housing and productivity contribution, the Developer must pay the difference to the Minister or provide a bank guarantee to secure its payment (referred to in the Planning Agreement as an Additional Contribution Amount for the DA Development). This ensures the value of the contributions made by the Developer under the Planning Agreement matches what would have been paid as housing and productivity contributions.

The Planning Agreement requires the Developer to provide Security to the Minister for the performance of its obligations under it as follows:

- Initial Security of \$200,000 (for which a Base Security of \$20,000 can be substituted once the Education Land Contribution has been provided)
- Intersection Works Security of \$12,658,696 (which need not be provided if adequate security is provided to the Roads Authority instead)
- Security for an Additional Contribution Amount for a DA Development, to be provided in the circumstances outlined above.

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, and, in particular, the provision of land for a public school,
- the provision of transport or other infrastructure relating to land.

The Minister, the Developer and the Council have assessed the Planning Agreement and are of the view that the provisions of the Planning Agreement provide a reasonable means of achieving the public purpose set out above. This is because the Planning Agreement 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 that arise from development of the Land.

The Developer's offer to contribute to the provision of transport infrastructure and services will have a positive impact on the public who will ultimately use it. Similarly, the provision of land for the purposes of a public school will benefit the new community that the Proposed Development will create.

Requirements relating to Construction, Occupation and Subdivision Certificates

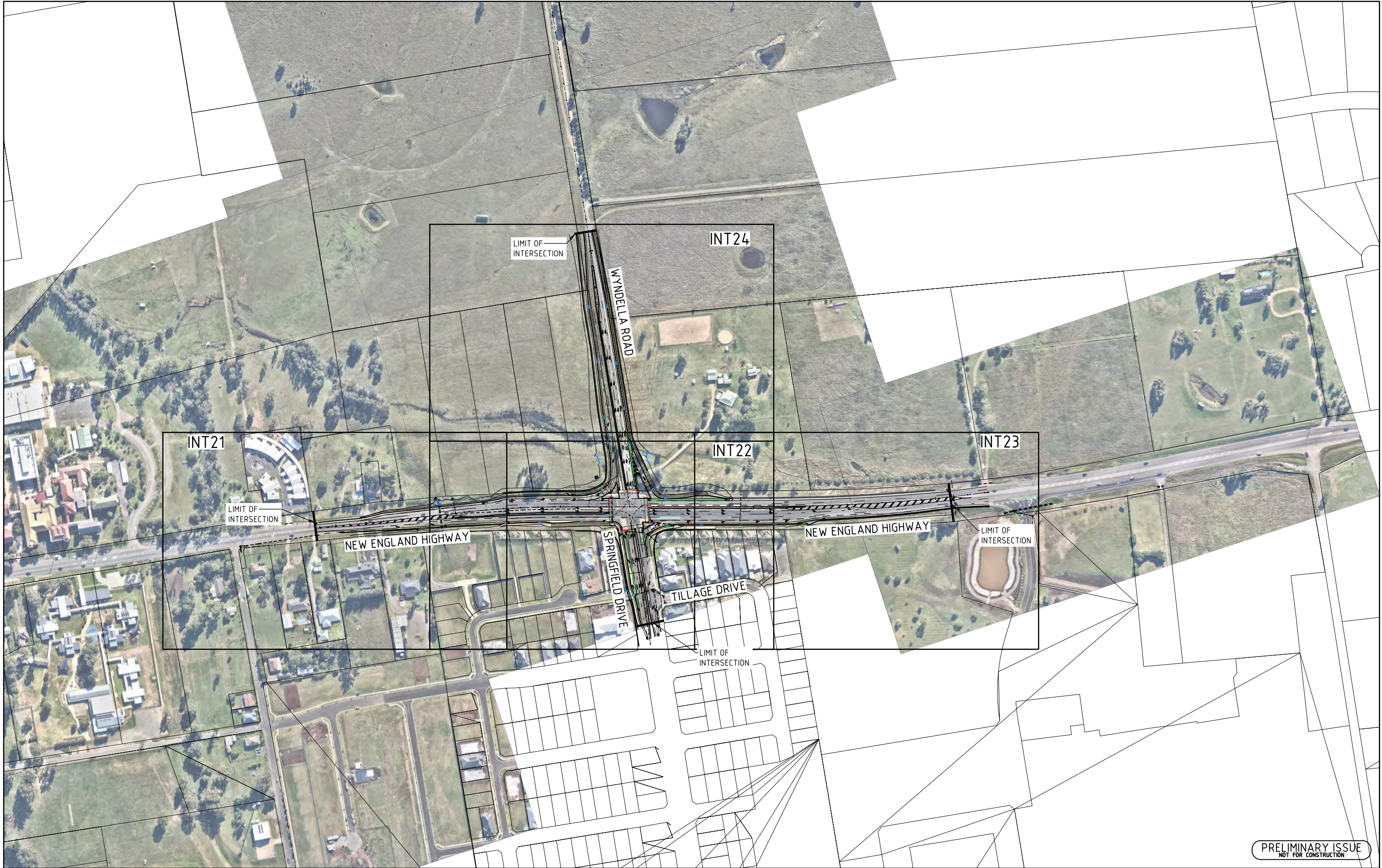
The Planning Agreement specifies requirements that must be complied with prior to the issue of a subdivision certificate and other certificates under Part 6 of the Act as follows:

- the Intersection Works Contribution must be provided before the issue of the subdivision certificate for the first lot (other than a super lot or residue lot) created as part of the Proposed Development,
- an Education Land Plan and statement addressing any comments of the Secretary of the Department of Education must be provided before the issue of the subdivision certificate (other than a super lot or residue lot) for the 500th lot (other than a super lot or residue lot) created as part of the Proposed Development,
- the Education Land Contribution must be provided before the issue of a subdivision certificate for the 1000th lot (other than a super lot or residue lot) created as part of the Proposed Development,
- an Additional Monetary Contribution for a DA Development must be provided before the issue of a certificate of a kind that could not be issued unless the housing and productivity contribution (on which the Additional Monetary Contribution is based) was paid. Generally, a housing and productivity contribution must be paid before the issue of the first subdivision certificate or construction certificate in relation to the development concerned.

The above requirements are restrictions on the issue of subdivision certificates for the purposes of section 6.10 of the Act. In addition, the requirement in relation to the payment of the Additional Monetary Contribution is a restriction on the issue of a construction certificate for the purposes of section 21 of the *Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021*.

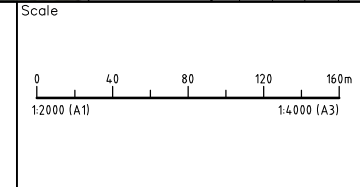
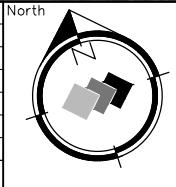
Indicative Intersection Works Plan and Indicative Education Land Plan

See following pages.



PRELIMINARY ISSUE
NOT FOR CONSTRUCTION

REVISION	Description	Drawn	App'd	Date
6	TfNSW COMMENTS	AM	I.H	16.05.25
3	TfNSW COMMENTS	AM	I.H	13.02.25
2	TCS COMMENTS	AM	I.H	29.08.24
1	ORIGINAL ISSUE	J.S	I.H	19.07.24



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Designed	Scale
22311C cINT02 r6	1:100
Cad Reference	
Project Approval	
IAN HILL (B.E)	
Consulting Civil Engineer	

Client



GCA
ENGINEERING SOLUTIONS

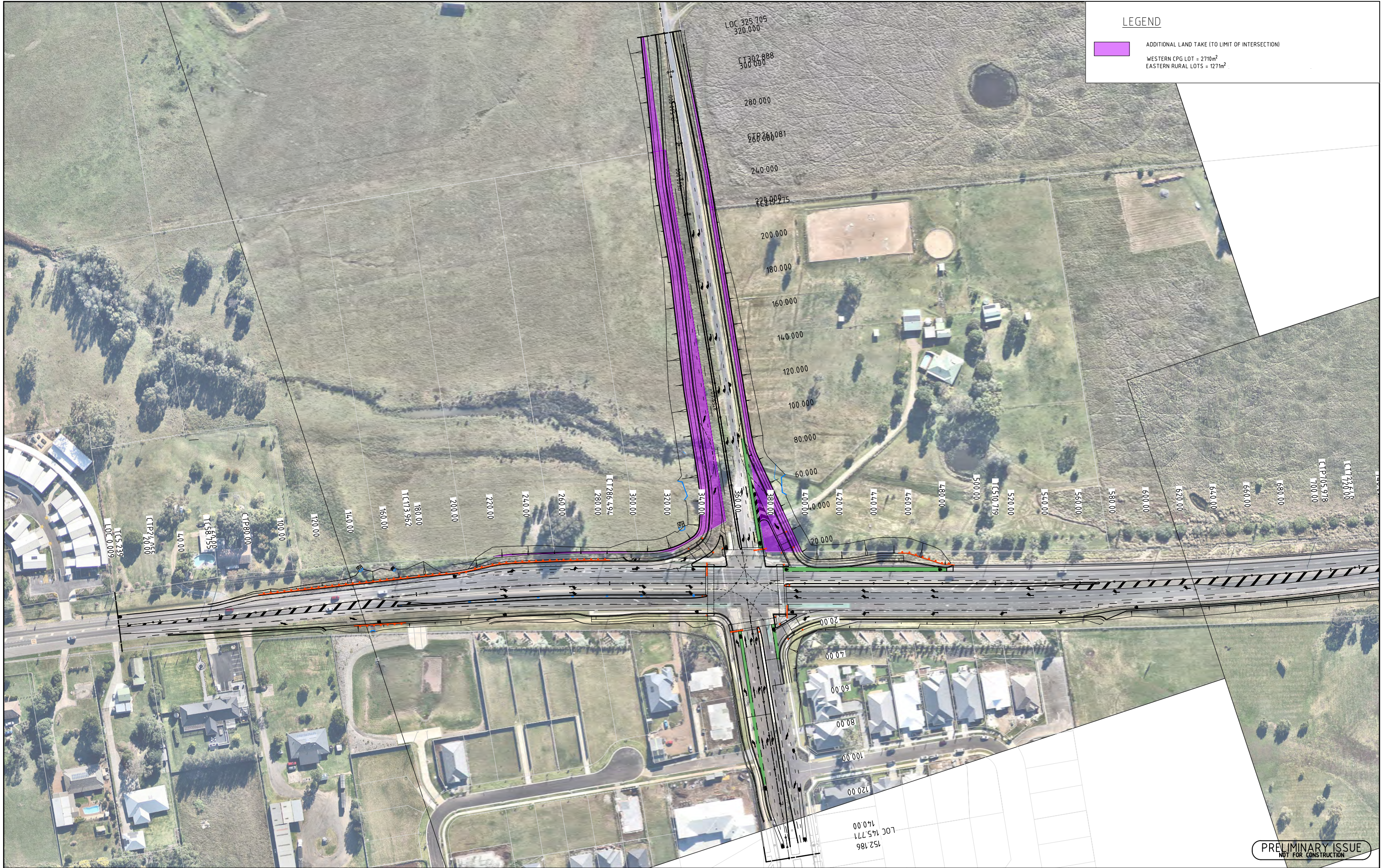
A.B.N. 92 086 017 745
1 HARTLEY DRIVE, THORNTON NSW 2322
PO BOX 3337, THORNTON NSW 2322
PHONE: (02) 4964 1811

TfNSW Registration No:

PROPOSED INTERSECTION
WYNDELLA ROAD / NEH ANAMBAH

GENERAL ARRANGEMENT PLAN

Project No	22311C
Drawing No	INT02
Revision	6
A1 SHEET	



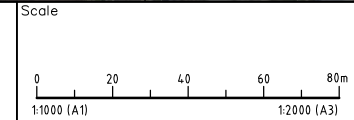
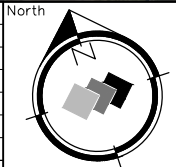
LEGEND

ADDITIONAL LAND TAKE (TO LIMIT OF INTERSECTION)

WESTERN CPG LOT = 2710m²
EASTERN RURAL LOTS = 1271m²

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Designed	Scale	Client
Cad Reference	1:100	
22311C cINT94 r6		
Project Approval		
IAN HILL (B.E)		
Consulting Civil Engineer		

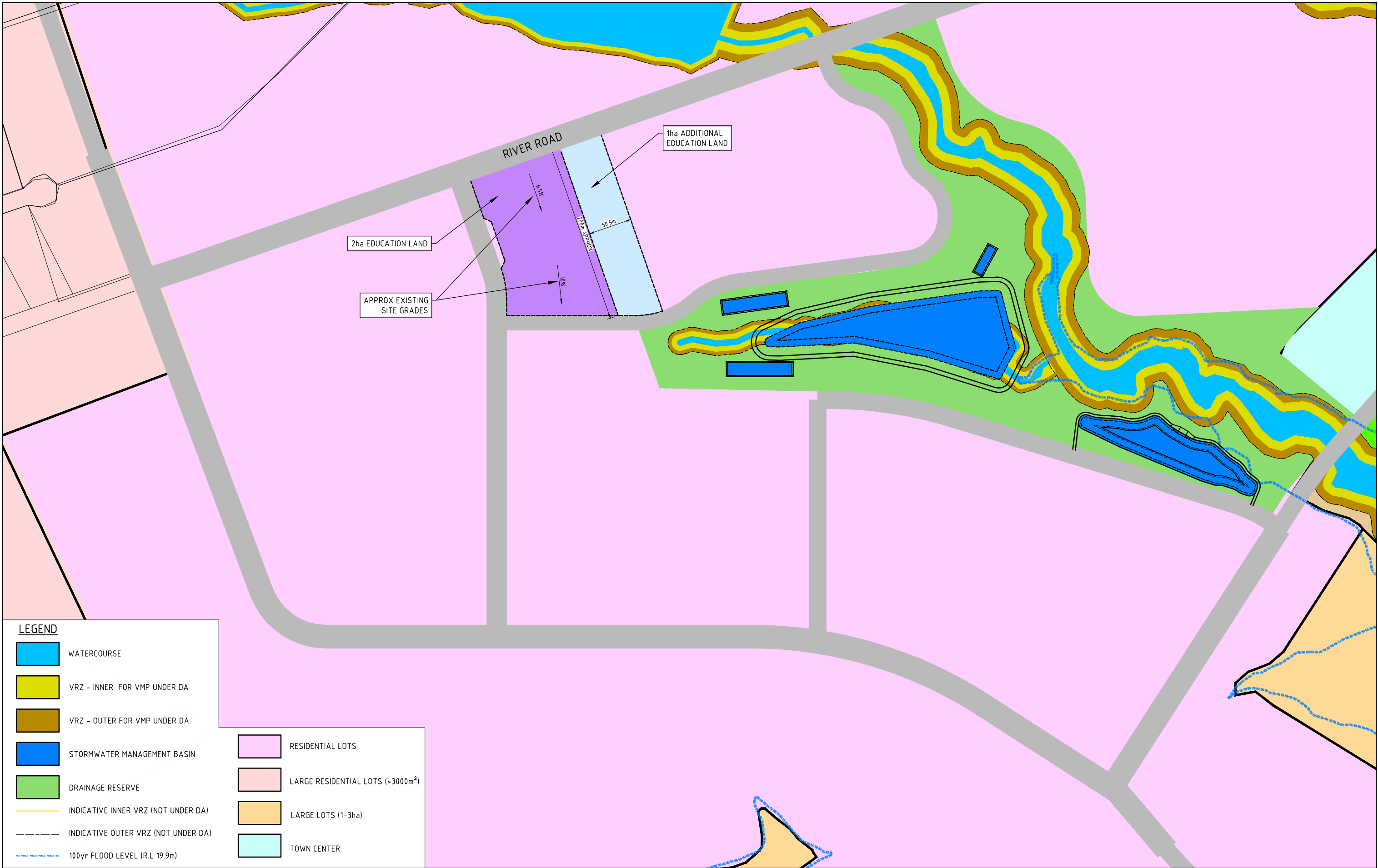
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TfNSW Registration No:

PROPOSED INTERSECTION
WYNDELLA ROAD / NEH ANAMBAH
PROPERTY ACQUISITION PLAN
SHEET (1 OF 1)

Project No	22311C
Drawing No	INT94
Revision	6
A1 SHEET	



LEGEND

WATERCOURSE

VRZ - INNER FOR VMP UNDER DA

VRZ - OUTER FOR VMP UNDER DA

STORMWATER MANAGEMENT BASIN

DRAINAGE RESERVE

INDICATIVE INNER VRZ (NOT UNDER DA)

INDICATIVE OUTER VRZ (NOT UNDER DA)

100yr FLOOD LEVEL (R.L 19.9m)

RESIDENTIAL LOTS

LARGE RESIDENTIAL LOTS (>3000m²)

LARGE LOTS (1-3ha)

TOWN CENTER

				North		Scale		COPYRIGHT Copyright in the drawings, information and data recorded hereon is the property of Geoff Craig & Associates Pty Ltd and may not be used, copied or reproduced in whole or part for any purpose other than that for which it is supplied without the prior consent of Geoff Craig & Associates Pty Ltd.		Designed DB		Scale 1:2000		Client		A.B.N. 92 086 017 745 1 HARTLEY DRIVE, THORNTON NSW 2322 PO BOX 3337, THORNTON NSW 2322 PHONE: (02) 4964 1811		ANAMBAH URBAN RELEASE AREA ANAMBAH ROAD ANAMBAH EDUCATION PLAN		Project No 22311LD	
3 CLIENT COMMENTS DB IH 25.06.25				2 REVISED SCHOOL LAYOUT DB IH 23.06.25		1 ORIGINAL ISSUE DB IH 22.05.25		Designed Cad Reference 22311LD LD1066 r3		Project Approval IAN HILL (B.E) Consulting Civil Engineer						Drawing No LD1066		Revision 3			
REVISION Description Drawn App'd Date																A1 SHEET					