

VOLUNTARY PLANNING AGREEMENT

Byron Shire Council
(Council)

AND

Instant Steel Pty Ltd
(ACN 002 068 573)

Benjamin Charles Campbell and James Brendan Campbell
(Landowner & Developer)

July12, 2021

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PLANNING AGREEMENT

The Planning Agreement was made at

on 2021.

Parties

Byron Shire Council, 70-90 Station Street, Mullumbimby, New South Wales 2482

(Council)

AND

Instant Steel Pty Ltd, Benjamin Charles Campbell and James Brendan

Campbell (Developer) & (Landowner)

Background

- A. The Developer has submitted a Planning Proposal to Council amend the Byron Shire Local Environmental Plan 2014 (the LEP) to rezone the whole of the land to R2 Low Density Residential for the purpose of making a development application to subdivide the land into residential allotments.
- B. The Planning Proposal was accompanied by an offer by the Developer to enter into this Planning Agreement to provide Council with eight (8) Community Title allotments for the purpose of Affordable Housing.
- C. The Parties have agreed that Development Contributions associated with the Development Application will be made by the Developer in accordance with the terms and conditions set out herein.
- D. The Landowner is the registered proprietor of the Land the subject of the Development Application. The Landowner has agreed to the registration of this Planning Agreement on the Land and has further agreed to be bound by the terms and conditions application to the Landowner set out herein.

Operative Provisions

1. Planning Agreement under the Act

The Parties agree that the Planning Agreement is a planning agreement governed by Subdivision 2 of Division 6 or Part 4 of the Act.

2. Application of this Planning Agreement

This Planning Agreement applies to:

(a) The Land; Lot 261, DP 1262316 AND Lot 11 DP 807867. Known as 68 Rankin Drive, Bangalow NSW 2479.

(b) The Proposed Subdivision into approximately eighteen (18) residential lots and a Community Title subdivision containing 14 lots.

3. Operations of this Planning Agreement

The Parties agree that the terms of this Planning Agreement will commence operation and be effective from the Commencement Date of the Planning Agreement is terminated on the date the Developer is released and discharged under, or by virtue of clause 10.

4. Definitions and Interpretation

4.1 Definitions

In this Planning Agreement, unless the context otherwise requires, the following expressions shall have the following meanings:

“Act” – means the Environmental Planning and Assessment Act 1979 (NSW).

“Authorised Officer” – mean, in the case of any Party, a director or secretary or an officer whose title contains the word “manager” or a person performing the functions of any of them or any other person appointed by that Party to act as an Authorised Officer for the purposes of this Planning Agreement.

“Authority” – means any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes an accredited certifier accredited under section 109T of the Act.

“Business Day” – means any day except for Saturday or Sunday or a day which is a public holiday in New South Wales.

“Commencement Date” – means the date of this Planning Agreement.

“Contact Address” – means the relevant party’s contract address specified in this Planning Agreement.

“Costs” – includes reasonable costs, charges and expenses, including those incurred in connection with advisors.

“Council” – means Byron Shire Council.

“Dealing” – in relation to the land, means, without limitations, selling, transferring, assigning, mortgaging, charging, encumbering or otherwise dealing with the land.

“Developer” – means Instant Steel Pty Ltd (ACN 002 068 573), Benjamin Charles Campbell and James Brendan Campbell.

“Development” – means the subdivision of the Land for the purposes of residential development.

“Development Application” – has the same meaning as in the Act

“Development Consent” – has the same meaning as in the Act.

“Development Contributions” – means a monetary contribution, the dedication of land free of cost or the provision of a material public benefit for the purpose of affordable housing.

“Explanatory Note” – means the explanatory note relating to this Planning Agreement, as required by Clause 25E of the Regulation, and attached as Schedule 2 to this Planning Agreement.

“GST” – has the same meaning as in the GST Law.

“Instrument Change” – means amendment to the Byron Local Environmental Plan 2014.

“Land” – Lot 261, DP 1262316 AND Lot 11 DP 807867 at 68 Rankin Drive, Bangalow NSW 2479.

“Landowner” – means the registered proprietor of the Land.

“Law” – means the common law including principles of equity and the requirements of all statutes, rules, ordinances, codes, regulations, proclamations, by-laws or consents by an Authority.

“Party” – means a party to this Planning Agreement, including their successors and assigns.

“Planning Agreement” – means the Environmental Planning and Assessment Regulation 2000.

4.2 Interpretation

In the interpretation of this Planning Agreement, the following provisions apply unless the context otherwise requires:

- (a) Headings are inserted for convenience only and do not affect the interpretation of this Planning Agreement.
- (b) Words importing this singular include the plural and vice versa.
- (c) A reference to a Party includes or as the case may be the Party's administrators and assigns.
- (d) A reference to a person or individual includes any company, trust, partnership, joint venture, associate, body corporate or unincorporated or governmental agency.
- (e) A reference to Annexures, Clauses, Items and Schedules is a reference to Annexures, Clauses, Items and Schedules of this Planning Agreement.
- (f) A reference to any Act, statute, regulation or other law includes all Acts, statutes, regulations or other laws, amending, consolidating or replacing the Acts, statutes, regulations or other laws referred to.
- (g) A reference to any agreement, deed or document is to that agreement, deed or document as amended, novated, supplemented or replaced.
- (h) Where a party consists of two or more persons or a term is used in this Planning Agreement to refer to more than one party.
 - i. An obligation of those persons is joint and several; and
 - ii. A right of those persons is held by each of them jointly and severally.
- (i) If the day on which any act, matter or thing is to be done under this Planning Agreement is not a business Day, the act, matter or thing must be done on the next Business Day.
- (j) A reference in this Planning Agreement to dollars or \$ means Australian dollars and all amounts payable under this Planning Agreement are payable in Australian dollars.
- (k) References to the work 'include' or 'including' are to be construed without limitation.
 - (l) Any schedules and attachments form part of the Planning Agreement.
- (m) If a Party is prohibited from doing anything, it is also prohibited from:

- i. Allowing or causing it to be done; and
- ii. Doing or omitting to do anything which results in it happening.

5. Development Contributions to be made under this Agreement

The Developer will dedicate eight (8) allotments in the Community Title subdivision to Council, fully serviced, for the purposes of affordable housing.

6. Application of s7.11 of the Act to the Development

The Developer will make Contributions under Section 7.11 of the Act for approximately eighteen (18) residential lots as they are subdivided in accordance with Council's adopted Developer Contributions Plan, 2012 as well as for the fourteen (14) affordable Community Title lots .

7. Application of s64, of the Local Government Act, 1993

The Developer will pay Contributions under Section 64 of the Local Government Act, 1993 for approximately eighteen (18) residential lots and for the fourteen (14) affordable Community Title lots as they are subdivided in accordance with Council's adopted Water and Sewer Equivalent Tenement Policy.

8. Registration of this Planning Agreement

The Developer and Landowner will, at their own expense, procure the registration of this Planning Agreement under the *Real Property Act 1900* in the relevant folio of the Register as Contemplated by Section 7.6 of the Act.

9. Review of Planning Agreement

During the life of this Planning Agreement, the Parties agree to review and amend the Planning Agreement if ownership of the Developer or Development change.

In addition to the above, the Parties may agree to review and modify this Planning Agreement in the circumstances and manner as agreed between the Parties.

10. Release and Discharge

The Council agrees to release and discharge the developer from this Planning Agreement when the titles for the eight (8) lots in the Community Title subdivision are transferred to Council ownership.

11. Dispute Resolution

11.1 Not Commence

A Party may not commence any court proceedings relating to a dispute of any matter under this Planning Agreement (a Dispute) unless it complies with this clause 11.

11.2 Written Notice of Dispute

A Party claiming that a Dispute has arisen under or in relation to this Planning Agreement must give notice to the other Party specifying the nature of the Dispute.

11.3 Attempt to Resolve

On receipt of a notice under Clause 11, the Parties must endeavor in good faith to resolve the Dispute expeditiously using informal dispute resolution techniques such as mediation, expert evaluation or other techniques agreed by them.

11.4 Mediation

If the Parties do not agree within seven (7) days of receipt of a notice under clause 11 (or any further period agreed in writing by them) as to:

- (a) The dispute resolution technique and procedures to be adopted.
- (b) The timetable for all steps in those procedures; and
- (c) The selection and compensation of the independent person required for such a technique.

The parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of New South Wales (or any replacement). The Parties must request the President of the Law Society of New South Wales or the President's nominee to select the mediator and determine the mediator's remuneration.

11.5 Costs

Each Party to a dispute must pay its own costs of complying with this clause 11. The Parties to the Dispute must equally pay the costs of the Mediation including, without limitation, the fees of any mediator and the cost of room hire.

11.6 Court Proceedings

If the Dispute is not resolved within 42 days after notice is given under clause 11, then any Party which has complied with the provisions of this clause 11 may in writing terminate any dispute resolution process undertaken pursuant to this clause 10 and may then commence court proceedings in relation to the Dispute.

11.7 Not Use Information

The Parties acknowledge the purpose of any exchange of information or documents or the making of any offer of settlement pursuant to this clause 11 is to attempt to settle the Dispute. No Party may use any information or documents obtained through any dispute resolution process undertaken pursuant to this clause 11 for any purpose other than in an attempt to settle the Dispute.

11.8 No Prejudice

This clause 11 does not prejudice the right of a Party to institute court proceedings for urgent injunctive or declaratory relief in relation to any matter arising out of or relating to this Planning Agreement.

12.Enforcement

- (a) This Planning Agreement may be enforced by either Party in any court of competent jurisdiction.
- (b) For the avoidance of doubt, nothing in this Planning Agreement prevents:
 - i. A Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this Planning Agreement or any matter to which this Planning Agreement relates: or
 - ii. The Council from exercising any function under this Act or any other Act or Law relating to the enforcement of any aspect of this Planning Agreement or any matter to which this Planning Agreement relates.

13.Notices

13.1 Form

Any notice, consent, information, application or request that must or may be given or made to a Party under this Planning Agreement is only given or made if it is in writing and sent in one of the following ways:

- (a) Delivered or posted to that Party at its address set out below.
- (b) E-mailed to that Party at its email address set out below.

Council Address: General Manager

Byron Shire Council
PO Box 219
MULLUMBIMBY NSW 2482

Telephone: 02 6626 7000

Email: council@byron.nsw.gov.au

Attention: Director Sustainable Environment &
Economy

Developer Address: Instant Steel Pty Ltd
10 Satinash Crescent
BANGALOW NSW 2479
Telephone: 0439 854 854 (Max Campbell)
Email: mca79997@hotmail.com
Attention: Max Campbell

13.2 Change of Address

If a Party gives another Party three (3) Business Days' notice of a change of its address, email address or fax number, any notice, consent, information, application, or request is only given or made by that other Party if it is delivered, posted, emailed or faxed to the latest address or fax number.

13.3 Receipt

Any notice, consent, information, application or request is to be treated as given or made at the following time:

- (a) If it is delivered, when it is left at the relevant address.
- (b) If it is sent by post, two (2) Business Days after it is posted.
- (c) If it is sent by email, upon receipt of a read-receipt for the email sent to the correct email address.

14. Approvals and Consent

Except as otherwise set out in the Planning Agreement, and subject to any statutory obligations, a Party may give or withhold an approval or consent to be given under this Planning Agreement in that Party's absolute discretion and subject to any conditions determined by the Party. A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

15. Assignment and Dealings

15.1 Sales, Transfer, Lease, Licence, Deal or Disposal by the Develop

The Developed and Landowner must not sell, transfer, lease, licence or otherwise deal with or dispose of the whole or any part of the Land or Development to a third party unless, before it sells, transfers, leases, licences, otherwise deals or disposes of any such part of the Land or Development.

- (a) They are satisfied that the proposed third party is respectable and financially capable of complying with such of the Developer's obligations under this Planning Agreement (including, without limitation, by providing financial statements) as reasonably required by the agreement the proposed third party to adopt;
- (b) The rights of the Council under this Planning Agreement are not diminished or fettered in any way'

- (c) The proposed third party signs the Planning Agreement in a form and substance acceptable to the Council containing provisions under which the proposed third party agrees to comply with the obligations of the Developer (including obligations which arose before the transfer or assignment) with respect to the land being sold, transferred, leased, licenced, otherwise dealt with or disposed of;
- (d) Any default by the Developer has been remedied by the Developer or waived or transferred by the Council; and
- (e) The Developer and proposed third party pay the Council's reasonable Costs in relation to that sale, transfer, lease, licence, other dealing or disposal of the Planning Agreement.

15.2 Release

If the Developer or Landowner sells, transfers, leases, licences, otherwise deals with or disposes of the whole or any part of the Land or Development and fully satisfies the requirements under clause 16 of this Planning Agreement, the Developer or Landowner will be released from its obligations under this Planning Agreement with respect to the Land or Development being sold, transferred, leased, licenced, otherwise dealt with or disposed of.

15.3 Council's /Right to Assign

The Council may assign its rights under this Planning Agreement without the Developer's consent.

15.4 Developers Mortgage

The council shall not object to the developer mortgaging the property for the purpose of obtaining a loan to develop roads and infrastructure on the subdivision.

16.Costs

The Developer agrees to pay the Council's reasonable costs, not exceeding \$5,000 of preparing, negotiating, executing, amending and stamping this Planning Agreement and any document related to this Planning Agreement.

17.Entire Planning Agreement

This Planning Agreement contains everything to which the Parties have agreed in relation to the matters it deals with. No Party can rely on an earlier document, anything said or done by another Party, or by an Authorised Officer, agent or employee of that Party, before this Planning Agreement was executed, except as permitted by Law.

18.Further Acts

Each Party must promptly execute all documents and do all things that another Party

from time-to-time reasonably requests to affect, perfect or complete this Planning Agreement and all transactions incidental to it.

19. Governing Law and Jurisdiction

This Planning Agreement is governed by and interpreted in accordance with the laws in force from time to time in New South Wales. The Parties submit to the non-exclusive jurisdiction of the Courts and Courts of Appeal of that State in respect of any proceedings in connection with this Planning Agreement. The Parties will not object to the exercise of jurisdiction by those Courts on any basis.

20. Joint and Individual Liability and Benefits

Except as otherwise set out in this Planning Agreement, any Agreement, covenant, representation or warranty under this Planning Agreement by two (2) or more persons bind them jointly and each of them individually, and any benefit in favour of two (2) or more persons is for the benefit of them jointly and each of them individually.

21. No Fetter

Nothing in this Planning Agreement shall be construed as requiring the Council to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing shall be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

22. Representations and Warranties

The Parties represent and warrant that they have the power to enter into this Planning Agreement and comply with their obligations under the Planning Agreement and that entry into this Planning Agreement will not result in the breach of any law.

23. Severability

If a clause or part of a clause of this Planning Agreement can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Planning Agreement, but the rest of this Planning Agreement is not affected.

24. Modification/Amendment

No modification or amendment of this Planning Agreement will be of any force or effect unless it is in writing and signed by the Parties to this Planning Agreement.

25. No Waiver

- (a) The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this Planning Agreement does not amount to a waiver of any obligation of, or a breach of obligation by, another Party.
- (b) A waiver by a Party is only effective if it is in writing.

- (c) A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

26.GST

26.1 Consideration does include GST

Any consideration expressed in this Planning Agreement is, unless otherwise specified, GST inclusive.

26.2 GST Payable

If any supply under or in connection with this Planning Agreement, constitutes a taxable supply made for GST exclusive consideration, the supplier may, subject to issuing a tax invoice, recover from the recipient of the supply, an amount on account of the GST payable in respect of that taxable supply ("GST Amount").

The GST Amount is:

- (a) Equal to the value of the supply calculated in accordance with the GST Act multiplied by the applicable GST rate; and
- (b) Payable at the same time and in the same manner and any monetary consideration for the supply concerned but no later than the end of the tax period to which the GST payable on the relevant taxable supply is attributable under the GST Act.

The supplier of a taxable supply made under or in connection with this Planning Agreement must issue a tax invoice for the supply in accordance with the GST Act to the recipient of the supply.

26.3 Reimbursement

Despite any other provision of this Planning Agreement, any amount payable under or in connection with this Planning Agreement, which is calculated by reference to a cost, expense or amount paid or incurred by a Party, will be reduced by an amount equal to any input tax credit to which that party, or the representative of a member of a GST Group of which the party is a member, is entitled in respect of that cost, expense or amount.

26.4 Defined GST Terms

Words and expressions used in this clause 26 have the meaning given to them in the GST Act.

27.Counterparts

This document may be executed in any number of counterparts. All counterparts together make one instrument.

28. Confidentiality

The Parties agree that the terms of this Planning Agreement are not confidential and this Planning Agreement may be treated as a public Planning Agreement and exhibited or reported without restriction by any Party.

29. Release and Indemnity

- (a) The Developer agrees that the Development Contributions, the Proposed Development and all property in the Land are at the risk of the Developer. The Developer releases the Council from any liability or loss arising from, and the Costs incurred in connection with any matter or thing contemplated by this Planning Agreement, including the Development Contributions and the Proposed Development of the Land.
- (b) The Developer indemnifies the Council and the Council's employees, agents, officers, contractors and assigns against all costs and expenses paid or payable by the Council or any liability or loss arising from, and any Costs (including legal costs and expenses on a full indemnity basis or a solicitor and owner client basis, whichever is the higher) incurred in connection with any matter or thing contemplated by this Planning Agreement including the Development Contributions and the Proposed Development of the Land.
- (c) The indemnity in clause 29 is a continuing obligation, independent of the Developer's other obligations under this Planning Agreement and continues after this planning Agreement ends. It is not necessary for the Council to incur expense or make payment before enforcing a right of indemnity under this Planning Agreement.

30. Explanatory Note

Pursuant to clause 25E(7) of the Regulation, the Parties agree that the Explanatory Note in Schedule 2 is not to be used to assist in interpreting this Planning Agreement.

EXECUTION

Executed as a Planning Agreement

SIGNED for and on behalf of BYRON

SHIRE COUNCIL by the General
Manager in the presence of:

)
)
)
)
)

Witness

General Manager

Executed by Maxwell Bruce
Campbell

Director

Witness

Benjamin Charles Campbell

Witness

James Brendan Campbell

SCHEDULE 1

Section 7.4 Requirements

The Parties acknowledge and agree that the table set out below provides for certain terms, conditions and procedures for the purpose of this Planning Agreement complying with Division 6 of Part 4 of the Act.

| REQUIREMENT UNDER THE ACT THIS PLANNING AGREEMENT | |
|---|---|
| <p>Planning instrument and/or development application (Section 7.4)</p> <p>The Developer has:</p> <p>(a) Sought a change to an environmental planning instrument. Yes <input checked="" type="checkbox"/> / No <input type="checkbox"/></p> <p>(b) Made, or proposes to make, a Development Application. Yes <input checked="" type="checkbox"/> / No <input type="checkbox"/></p> <p>(c) Entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies. Yes <input checked="" type="checkbox"/> / No <input type="checkbox"/></p> <p>Planning instrument and/or development application (Section 7.4)</p> <p>For the purpose of being used or applied towards a public purpose, the Developer is required to:</p> <p>(a) Dedicate land free of cost. Yes <input checked="" type="checkbox"/> / No <input type="checkbox"/> (b) Pay a monetary contribution. Yes <input checked="" type="checkbox"/> / No <input type="checkbox"/> (c) Provide any other material public benefit. Yes <input type="checkbox"/> / No <input checked="" type="checkbox"/></p> | |
| <p>Description of the Land to which the Planning Agreement Applies (Section 7.4)</p> | <p>The whole of the Land being Lot 261 DP 1262316, Lot 11 DP 807867</p> |
| <p>Description of the Land to which the Planning Agreement Applies (Section 7.4)</p> | <p>See clause 2</p> |
| <p>The scope, timing, manner and delivery of contributions required by the Planning Agreement (Section 7.4)</p> | <p>See clause 5</p> |

| |
|---|
| Applicability of Section 7.11 & 7.12 of the Act See clause 6 |
| Mechanism for Dispute Resolution See clause 10 |
| Enforcement of the Planning Agreement See clause 11 |
| Enforcement of the Planning Agreement See clause 7 |

SCHEDULE 2

Explanatory Note

The purpose of this Explanatory Notes is to provide a plain English summary to support the notification of a draft Planning Agreement, under section 7.4 of the *Environmental Planning and Assessment Act 1979* ("Act") for a Development Application made to Byron Shire Council by Instant Steel Pty Ltd, Benjamin Charles Campbell and James Brendan Campbell.

This explanatory Note has been prepared jointly with the Parties as required by clause 25E of the *Environmental Planning and Assessment Regulation 2000*.

1. Parties to the Planning Agreement

Maxwell Bruce Campbell, Director, Instant Steel Pty Ltd, Benjamin Charles Campbell and James Brendan Campbell ("Developer") made an offer to Byron Shire Council to enter into a Voluntary Planning Agreement, in connection with a Planning Proposal to rezone land at 68 Rankin Drive, Bangalow to R2 Low Density Residential Zone.

2. Description of the Subject Land

The subject land to which this Planning Agreement applies to Lot 261 DP 1262316 and Lot 11 DP 807867.

3. Description of the Planning Proposal

The site has a total area of 4.014 hectares, of which 0.99 hectare is already zoned R2 Low Density Residential. The intent is to rezone the remainder of the site to R2 Low Density Residential Zone, which will allow for a subdivision of approximately eighteen (18) residential lots, with a Community Title lot of 1.0 hectare which will allow for fourteen(14) small lots for affordable housing and a common property lot.

4. Summary of Objectives, Nature and Effect of this Planning Agreement

The objective of this Planning Agreement is to provide for a small affordable housing development at Bangalow, by granting Council eight (8) allotments in

the Community Title subdivision of fourteen (14) small lots. The allotments will be transferred to Council free of cost and will be fully serviced by the Developer.

Council will levy the Developer Contributions under Section 7.11 of the Act and Section 64 (Water and Sewer) under the *Local Government Act 1993* for all allotments within the subdivision including the fourteen (14) affordable strata lots.

5. Assessment of the merits of this Planning Agreement.

The owners of the land have made submissions to Council to provide a site for affordable housing. Section 7.4 of the Act provides that a public purpose includes affordable housing, and it is the intent of the Community Title subdivision to help satisfy unmet housing needs at Bangalow for key workers and to provide lower cost rental opportunities.

There is very little housing for rental at Bangalow, what little is available is \$800 per week. The allotments in the Community Title will be suitable for small dwellings of 60m² and two bedrooms, suitable for lower income earners.

How this Planning Agreement promotes the objectives of the Environmental Planning and Assessment Act:

1. The provision of small lots for affordable housing promotes the social and economic welfare of the community.
2. It will promote good design in amenity.
3. It will promote the delivery of affordable housing in accordance with the objectives of the Act.

6. How this Planning Agreement promotes the Public Interest

Council will be granted the title of eight (8) lots for affordable housing. It is in the Public Interest to have a suitable site at Bangalow to promote smaller housing, suitably designed in accordance with Council's Housing Needs Reports Dec2015.

7. How does the Planning Agreement promote the Elements of Council's Charter?

- Council has held a range of stakeholder meetings between 2017 and 2019 with regard to improving housing choice, diversity and equity.
- Council intends to facilitate and promote the proportion of rental and to bring housing aimed at the lower end of the market, including those with lower incomes.

It is the intent of the Planning Proposal and the final subdivision of the land to provide the small lots in the Community Title to meet these objectives.

As well, Council has an adopted Policy "Affordable Housing Contribution 2020" adopted by Council on 13 August 2020. The plan has the following objectives.

- i. ensure that the Councils affordable housing contributions framework is efficient, fair, transparent and accountable.
- ii. encourage and adopt innovative and flexible approaches to the provision of affordable housing in a manner that is consistent with Byron Shire Council's strategic and infrastructure plans and as such and table under *the Act*.
- iii. give local communities greater clarity about affordable housing contribution schemes in Byron Shire by Council.
- iv. give local communities greater clarity about affordable rental housing planned for their local area.
- v. establish a framework governing the use of Planning Agreements by Council for affordable housing contributions.
- vi. identify the circumstances in which Council will, and those where Council will not, consider entering a Planning Agreement for affordable housing contributions and the scope of contributions acceptable to Council.
- vii. supplement, but not replace, or be in lieu of the application to the development of Byron Shire Developer Contributions Plan established under *the Act*.
- viii. give all stakeholders in the development greater involvement in determining the type, standard and location of affordable housing.
- ix. allow the community, through a public participation process under *the Act*, to agree to the redistribution of the costs and benefits of development in order to realise the community preferences for the provision of affordable housing.

The Planning Proposal and this Planning Agreement has the objective of providing fourteen (14) smaller dwellings (1-2 bedroom) to promote affordability. Eight (8) of these sites will be granted to Council.

8. The impact of this Planning Agreement on the Public or any Section of the Public

The affordable housing lots, including the eight (8) lots transferred to Council, will improve the rental prospects for low-income earners in Bangalow.

9. Capital Works Program

This Planning Agreement does not impact on Council's capital works program.