

## 9. Sale of Crown Land – Bega Central Business District

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Procedures to complete the sale of portions of Crown Land in Littleton Gardens and Supper Rooms to enable completion of contracts of sale to Fabcot Pty Ltd.

General Manager

### BACKGROUND

On 9 December 2008 Council resolved to enter contracts for sale of part of Zingel Place and part Littleton Gardens and Supper Rooms lots to facilitate the consolidation of several parcels in to the Fabcot Pty Ltd (Woolworths) proposed holding.

10 The Minister for Lands announced on 3 April 2009, that he agreed for Council, as trust manager, to sell those portions of Crown Land for that purpose. There are several procedures to complete now to enable Council to sell its land and the Crown Land in its capacity as trust manager.

### ISSUES

#### Legal

In accordance with Section 102 of the Crown Lands Act 1989, in Council's capacity as reserve trust manager of Crown Land, Council must resolve and publish its intent to sell the Crown Land. Attached is a copy of the relevant conditions of the contract for sale and the plans depicting those parts of the Littleton Gardens and the Supper Rooms proposed for sale.

#### 20 Social / Cultural

It is understood from discussions with the Department of Lands that the proceeds from the sale of the Supper Rooms lot (approximately 800 m<sup>2</sup>) together with part of the proceeds from the sale of Littleton Gardens (approximately 600 m<sup>2</sup>) will be available in the reserve trust for improvements to Littleton Gardens and the Town Hall site.

Concept and other architectural plans will be prepared for the future upgrade for those sites.

#### Economic

30 It is considered in the public interest that the sale of those parts of the Littleton Gardens and Supper Rooms lots will facilitate a significant commercial development and generate employment collectively expected to be over 200 jobs.

### CONCLUSION

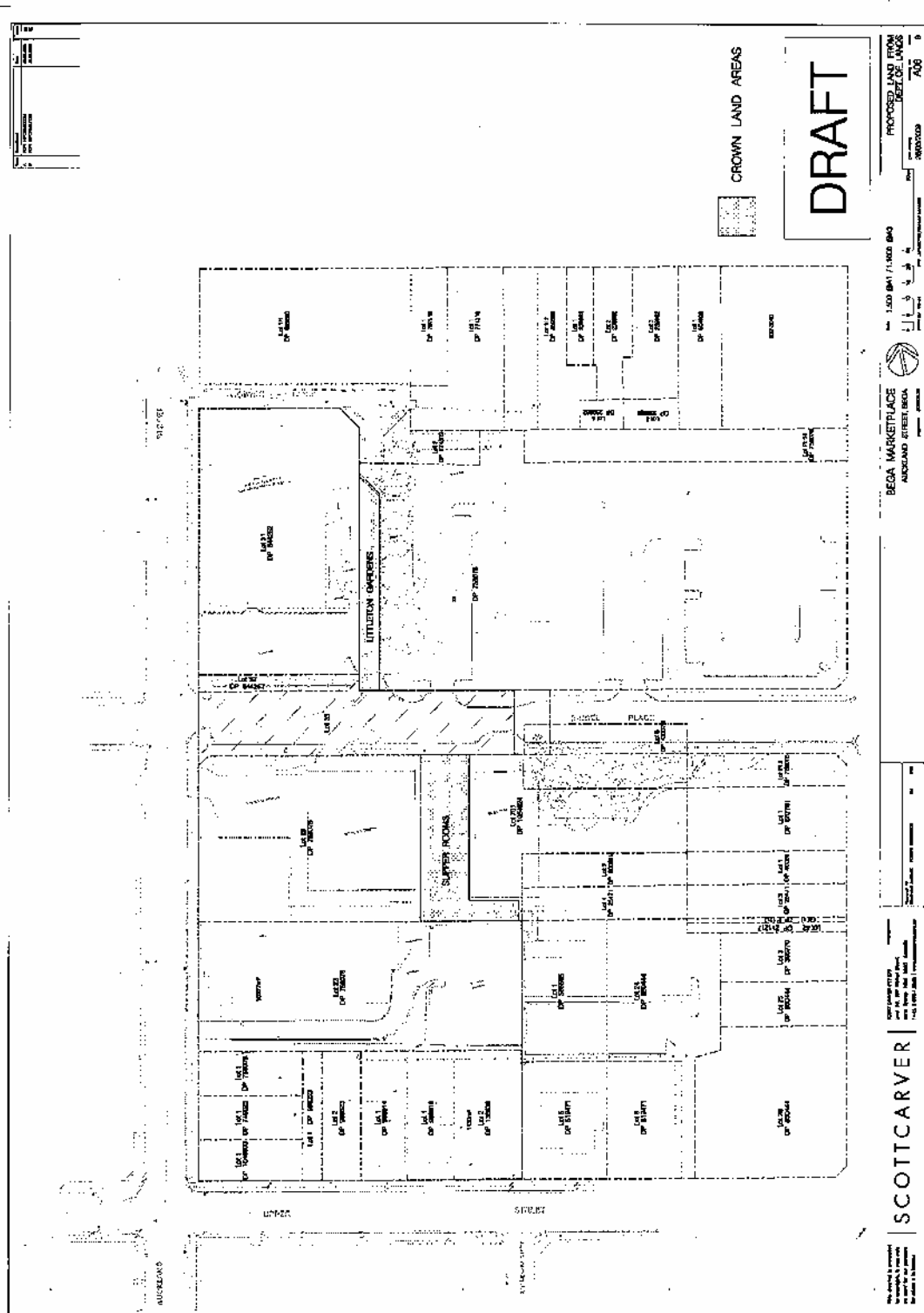
Should Council resolve to sell the Crown Land, public notice of its intent to do so will be placed in local newspapers for two weeks, seeking public comment. Should no public

objection be received it is proposed to instruct Council's solicitors to facilitate execution of contracts. If objections are received a further report will be presented to Council.

## RECOMMENDATION

1. That Council, in its capacity as reserve trust manager of Zingel Place (R 97856) Reserve Trust and for the purposes of s102 of the Crown Lands Act 1989, considers it is desirable to sell the land referred to in the draft Contract for Sale between the Council and Fabcot Pty Limited as the "Littleton Gardens Lot" on the terms and conditions contained in that Contract.
2. That Council, in its capacity as reserve trust manager of Bega Town Hall (R 83988) Reserve Trust, and for the purposes of s102 of the Crown Lands Act 1989, considers it is desirable to sell the land referred to in the draft Contract for Sale between the Council and Fabcot Pty Limited as the "Supper Rooms Lot" on the terms and conditions contained in that Contract.
3. That the General Manager, on behalf of the Council as the manager of the reserve trusts, cause notices to be published in accordance with s102 of the Crown Lands Act 1989 in relation to the sale of such land.
4. That the General Manager, on behalf of the Council as the manager of the reserve trusts, apply in writing to the Minister Administering the Crown Lands Act 1989 in accordance with s102 of the Crown Lands Act 1989 for the Minister's consent to the sale of such land

Attachments



**Schedule 1 - Description of Property Sold**

1. Lot 32 in Deposited Plan 844252 being the land contained in Folio Identifier 32/844252 (**Lot 32**)
2. Lot # (**the New Lot**) in the vendor's draft plan of subdivision (**Draft Plan**) a copy of which is annexed and marked "D", being part of Lot 33 in Deposited Plan 844252 and being part of the land comprised in Certificate of Title Folio Identifier 33/844252.
3. A lot in the purchaser's draft plan to be prepared in accordance with clause 45 being part of Lot 701 in Deposited Plan 1054924 and being part of the land comprised in Certificate of Title Folio Identifier [TBC] and being identical with the land shown shaded and marked as the "Supper Rooms" in the sketch plan annexed to this contract and marked "A" (**the Supper Rooms Lot**); and
4. A lot in the purchaser's draft plan to be prepared in accordance with clause 45 being part of Lots 19, 20 and 21 in Section 39 of Deposited Plan 758076 and being part of the land comprised in Certificate of Title [TBC] and being either the whole of or a part of (as determined by the purchaser in its absolute discretion) the land shown shaded and marked as "Littleton Gardens" in the sketch plan annexed to this contract and marked "A" (**the Littleton Gardens Lot**)

- (b) a surveyor's certificate stating the respective areas of the Littleton Gardens Lot and the Supper Rooms Lot in square metres.
- 45.5 The vendor must use all reasonable endeavours to:
- (a) procure registration of the Plan as soon as practicable after receipt of the Plan from the purchaser, including obtaining all necessary consents; and
  - (b) do anything else necessary in order to be able to provide to the purchaser on completion a transfer to the purchaser of the Littleton Gardens Lot and the Supper Rooms Lot in registrable form, including without limitation obtaining the approval of the relevant Minister to the transfer.
- 45.6 The vendor must notify the purchaser of the registration of the Plan as soon as practicable after registration.
- 45.7 If the conditions referred to in clause 45.1 are not satisfied on or before the Third Sunset Date or within such time frame as the parties may mutually agree in writing, then the purchaser may rescind this contract by written notice to the vendor.

#### 45 CONDITION 6 - SUBDIVISION

- 45.1 Completion of this contract is conditional upon:
- (a) the prior registration by the Registrar General of a plan of subdivision of Lot 701 in Deposited Plan 1054924 and Lot [TBC] in Deposited Plan [TBC], which creates the Supper Rooms Lot and the Littleton Gardens Lot and which is in a form acceptable to the purchaser acting reasonably (Plan). The parties agree that the Plan will not be acceptable to the purchaser if it restricts or inhibits the carrying out of the Development; and
  - (b) the rezoning of the Supper Rooms Lot and the Littleton Gardens Lot to 3(a) General Business or such other zoning that will permit the retail, commercial and car parking uses proposed by the purchaser; and
  - (c) to the extent that the Supper Rooms Lot and the Littleton Gardens Lot are (at the date of this contract) classified as community land, their reclassification as operational land.
- 45.2 The vendor acknowledges that the Littleton Gardens Lot will be either the whole of or a part of (as determined by the purchaser in its absolute discretion) the land shown as "Littleton Gardens" in the sketch plan annexed to this contract and marked "A".
- 45.3 The purchaser must prepare the Plan at its own cost.
- 45.4 Within 6 months after the date on which Development Consent is obtained, the purchaser must serve on the vendor:
- (a) the Plan; and