EXHIBITION OF DEED OF VARIATION TO A PLANNING AGREEMENT FOR No. 60 KITCHENER PARADE IN BANKSTOWN

In January 2014 the original Planning Agreement with respect to the development of No. 60 Kitchener Parade, Bankstown (DA974/2012) was entered into. Council is exhibiting a variation to that Planning Agreement.

Why is Council proposing a Deed of Variation to the Planning Agreement?

The Deed of Variation reduces the shortfall of car spaces (upon which the calculation of the monetary contributions payable under the planning agreement are based) from 14 spaces to 4 spaces.

The intended outcome of the Deed of Variation for No. 60 Kitchener Parade is to make a monetary payment in lieu of providing 4 required off–street parking spaces.

Is the Deed of Variation consistent with Council's Planning Agreements Policy?

The Deed of Variation is directed towards a proper or legitimate planning purpose as it enables the proposed commercial development at No. 60 Kitchener Parade to meet the off–street parking requirements. The intended outcome is consistent with the Planning Agreements Policy and the provisions of Bankstown DCP 2015 (Part B5). The monetary contribution would be used for the provision of public car parking as identified by the Bankstown CBD Car Parking Strategy.

Has the Section 96 application been notified?

The Deed of Variation corresponds with a Section 96 application to DA974/2012, which proposes to reduce the shortfall of car spaces from 14 spaces to 4 spaces. The Section 96 application was notified from 13 January 2016 to 2 February 2016. No submissions were made during this notification period.

Where can I see the exhibition and how can I make a submission?

The Deed of Variation and the Explanatory Note will be on public exhibition from 10 August to 9 September 2016 at Council's Customer Service Centre, Ground Floor at 66-72 Rickard Road in Bankstown, Monday to Friday during business hours (8.30am to 5pm); and Council's website at www.bankstown.nsw.gov.au.

If you wish to comment on the Deed of Variation, you will need to make a written submission:

- Post: The Interim General Manager, PO Box 8, Bankstown NSW 1885; or
- Email: council@bankstown.nsw.gov.au

Submissions close on 9 September 2016.

If you have any enquiries relating to the Deed of Variation, please contact Council on (02) 9707 9999.

Deed of Variation to Planning Agreement 60 Kitchener Parade, Bankstown – Lot 5 DP 546155 Explanatory Note

1 Background

On or about January 2014 the original Planning Agreement with respect to the development of 60 Kitchener Parade, Bankstown was entered into.

The parties to that Planning Agreement wish to vary that Planning Agreement as set out in the Deed of Variation to which this Explanatory Note relates.

2 Definitions
Unless otherwise specified, any words beginning with a capital letter in this Explanatory Note have the meaning ascribed to them in Part 1 of Schedule 1 of the Planning

3 Parties to Planning Agreement and Deed of Variation

The parties to both the original Planning Agreement and the Deed of Variation are as follows:

(1) ZKFK Pty Limited as trustee for the ZKFK Unit Trust (ABN 32 391 229 963) (Developer).

(2) Canterbury–Bankstown Council (ABN 45 985 891 846) (Council).

4 Description of the Land to which the Deed of Variation applies

The Deed of Variation applies to the same Land to which the Planning Agreement applies.

5 Description of Proposed Development

The Deed of Variation relates to the same Development

The Deed of Variation relates to the same Development to which the Planning Agreement applies.

6 Summary of Objectives, Nature and Effect of the Deed of Variation
6.1 Objectives of the Deed of Variation

What the Planning Agreement currently provides for

The Planning Agreement currently requires payment of a Monetary Contribution in lieu of

the Developer providing car parking spaces. The Monetary Contribution is calculated based on the number of car parking spaces that would otherwise be required to be provided by the Developer x CPI adjusted per space. The Planning Agreement calculation was based on fourteen (14) car parking spaces as follows:

14 x \$30,379.06 = \$425,306.84.

How the Planning agreement is amended pursuant to the Deed of Variation

The Developer has lodged a s96 application with Council to reduce the shortfall of car

spaces (upon which the calculation of the monetary Contributions payable under the Planning Agreement are based) from fourteen (14) spaces to four (4) spaces.

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The Deed of Variation therefore varies the Monetary Contribution calculation above to the following:

4 x \$32,282.66 = \$129,130.64

6.2 Nature of the Deed of Variation

The Deed of Variation provides for a variation to the Planning Agreement under clause 25C(3) of the *Environmental Planning and Assessment Regulation 2000*.

6.3 Effect of the Deed of Variation

The Deed of Variation amends the Planning Agreement in the manner set out in clause

The Deed of Variation amends the Planning Agreement in the ma 6.1 above.

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7 Assessment of the Merits of the Deed of Variation
7.1 Merits

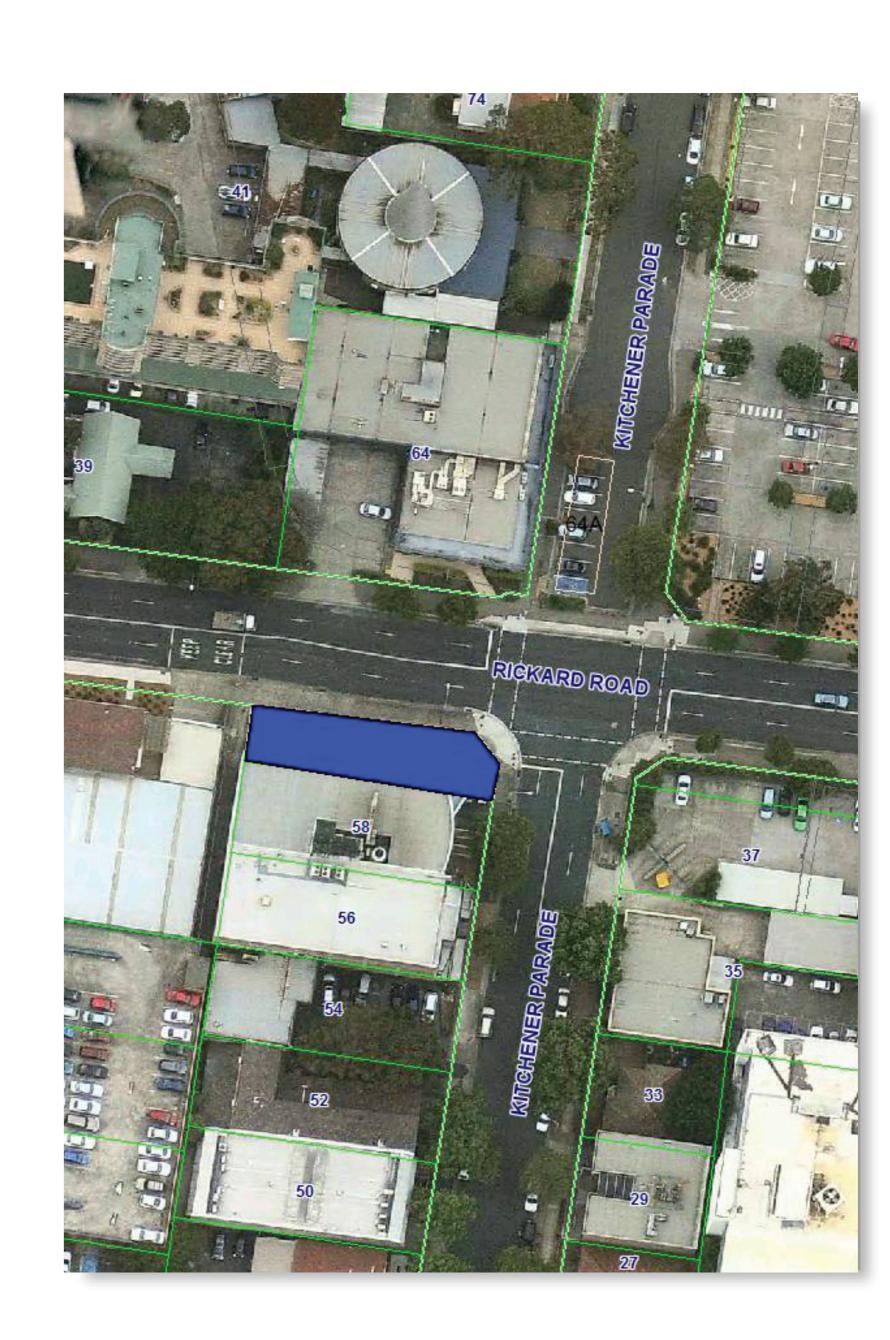
The merits of the Deed of Variation are specified in clause 6.

7.2 The Planning Purposes Served by the Deed of Variation

The planning purposes served by the Deed of Variation are the same as those set out in

the Planning Agreement.
 How the Draft Planning Agreement Promotes the Public Interest

The Deed of Variation promotes the public interest in the same manner set out in the Planning Agreement.



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