

Explanatory Note

Environmental Planning and Assessment Regulation 2000

(Clause 25E)

Explanatory Note

- (1) This Explanatory Note has been prepared in accordance with clause 25E of the *Environmental Planning and Assessment Regulation 2000* (NSW).
- (2) The purpose of this Explanatory Note is to provide a summary to support the notification of a draft variation to an existing planning agreement between the parties under section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW) (**Act**).

1 Parties

- (1) Canterbury Bankstown Council (ABN 38 380 045 375) of Civic Tower, 66-72 Rickard Road Bankstown NSW 2200 (**Council**).
- (2) Demian Holdings Pty Limited (ABN 83 082 158 049) and Riverland Estate Pty Ltd (ABN 38 103 833 825) of Level 2, 7 Charles Street, Parramatta NSW 2124 (**Developer**).

2 Background

- (1) On 15 September 2015, the Parties entered into a Voluntary Planning Agreement (**Planning Agreement**) with respect to certain land located at Milperra and known as the Riverlands Golf Course site.
- (2) The Developer has requested that the Planning Agreement be amended so as to align the timing of completion of some bank stabilisation works and foreshore land dedication with key development stages of the residential land.
- (3) Council and the Developer wish to vary the Planning Agreement as set out in this Explanatory Note.

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

The Deed of Variation applies to the same Land that is the subject of the Planning Agreement (**Land**) being:

Address	Lot	DP
56 Prescott Parade, Milperra	10	731859
123A Raleigh Road, Milperra	1	813006
123 Raleigh Road, Milperra	1	625013
67 Auld Avenue, Milperra	23 - 27	7304
67A Auld Avenue, Milperra	1	813007
80A Auld Avenue, Milperra	232	805826
80 Auld Avenue, Milperra	231	805826
80 Auld Avenue, Milperra	38 - 41	7304
80 Auld Avenue, Milperra	50 - 59	7304
90 Auld Avenue, Milperra	22	749985
100 Auld Avenue, Milperra	21	749985

4 Summary of Objectives, Nature and Effect of the Deed of Variation

4.1 Objectives of the Deed of Variation

- (1) The Planning Agreement required the following Item of Work:
 - (a) Bank stabilisation works on the Georges River (adjacent to the proposed Zone RE1 land). Site reference E73 – Next to the Clubhouse and north of the M5 on the plan as attached in Annexure 1A.

- (b) Bank stabilisation works on the Georges River (adjacent to the proposed Zone RE1 land). Site reference E74 – Under the M5 on the plan as attached in Annexure 1A. Bank stabilisation works on Site E73.
 - (c) The land marked ["X"] on the plan attached as Annexure 1.
 - (d) to be completed before the first to occur of the following:
 - (i) The date that is twelve (12) months after the date that this deed is entered into.
 - (ii) The issue of a Construction Certificate for any part of the Development Site.
 - (iii) The issue of a Subdivision Certificate for any part of the Development Site.
- (2) The Variation Deed will enable the works to be completed prior to the issuance of the following certificates (whichever comes first):
- (a) A Construction Certificate for any part of the Zone R2 Low Density Residential land of the Riverlands site.
 - (b) A Subdivision Certificate for any part of the Zone R2 Low Density Residential land of the Riverlands site.
 - (c) By amending the Planning Agreement, it is proposed to align the timing of these works to key development stages of the residential land, rather than specific calendar dates. The amendment will also provide an opportunity to the Developer to obtain the necessary finance, whilst continuing to provide certainty that the Planning Agreement works will occur prior to the development of the residential land.

4.2 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 (NSW).

4.3 Effect of the Deed of Variation

The Deed of Variation amends the Planning Agreement in the manner set out in clause 4.1 above.

5 Assessment of the Merits of the Deed of Variation

5.1 Merits

The Deed of Variation will not change the scope of the works to be delivered under the Planning Agreement. As such, the merits of the Planning Agreement have not changed by virtue of the Deed of Variation.

5.2 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.

5.3 How the Deed of Variation Promotes the Public Interest

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

5.4 How the Deed of Variation Promotes the Objects of the Environmental Planning and Assessment Act 1979 (NSW) (Act)

The Deed of Variation promotes the Objects of the Act in the same manner set out in the Planning Agreement.

5.5 How the Deed of Variation promotes the elements of Council's Charter

The Deed of Variation promotes key elements of Council's Charter in the same manner as the Planning Agreement.

5.6 Conformity with Council's works program

The works set out in the Planning Agreement do not form part of Council's capital works program.

5.7 Requirements to be complied with before a certificate is issued

The Developer is required to provide the relevant Development Contributions mentioned under the Planning Agreement and at clause 4.1 prior to the issue of a Construction Certificate and Subdivision Certificate (whichever comes first).