

Deed of Variation to Voluntary Planning Agreement

Explanatory Note

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1 Introduction

This Explanatory Note has been prepared jointly between the parties in accordance with clause 25E of the *Environmental Planning & Assessment Regulation 2000* (NSW).

The purpose of this Explanatory Note is to provide a plain English summary to support the notification of the Deed of Variation to the existing Voluntary Planning Agreement (**Deed of Variation**) between the parties under s7.4 of the *Environmental Planning & Assessment Act 1979* (NSW) (**EPA Act**).

This Explanatory Note is not to be used to assist in construing the Deed of Variation.

2 Parties to the Deed of Variation

The parties to both the existing Voluntary Planning Agreement and Deed of Variation are:

- (1) Cumberland Council (ABN 22 798 563 329) (**Council**).
- (2) Lidcombe Property (NSW) Pty Limited (ABN 44 618 446 389) (**Developer**).

3 Description of the Subject Land

The Deed of Variation applies to the 'Land' under the existing Voluntary Planning Agreement, which is set out in the table below (**Land**).

Folio Identifier	Location
Lot 38 DP222712	4 - 12 Railway Street, Lidcombe 2141
Lot 100 DP793305	
Lot 1 DP397	
Lot 6 DP397	
Lot 7 DP397	
Lot 8 DP397	
Lot 101 DP1248142	

4 Summary of objects, nature and effect of the Deed of Variation

The Deed of Variation amends the timing for completion for the dedication of the 'Designated Land' under the existing Voluntary Planning Agreement from '30 June 2021' to '30 June 2022'.

The **intent** of the Deed of Variation is to ensure that public benefits, in the form of the dedication of land and carrying out of works, for public purposes is provided by the Developer to ensure existing communities do not bear those costs.

The **nature** of the Deed of Variation is a contractual relationship between the Council and the Developer for the provision of Development Contributions to support the development of the Land.

The **effect** of the Deed of Variation is that the Developer will provide the Development Contributions in the manner provided for by the Planning Agreement (as amended by the Deed of Variation).

5 Assessment of the merits of the Deed of Variation

The merits of the Deed of Variation are the same as those set out in the existing Voluntary Planning Agreement.

5.1 The planning purposes served by the Deed of Variation

In accordance with section 7.4(2) of the EPA Act, the Deed of Variation promotes the following public purpose:

- (1) The provision of public amenities and public services.
- (2) The provision of transport or other infrastructure relating to land.

5.2 How the Deed of Variation promotes the public interest

In accordance with the objects of the EPA Act, the Deed of Variation promotes the public interest in the following manner:

- (1) The promotion and co-ordination of the orderly and economic use and development of land.
- (2) The provision of land for public purposes.
- (3) The Deed of Variation will not preclude the public being provided with the opportunity for involvement and participation in development assessment. The public have been provided the opportunity to be involved with the development assessment and are invited to make comment on the Deed of Variation, particularly with regard to the public interest.

5.3 How the Deed of Variation promotes Council's guiding principles

The Deed of Variation promotes a number of Council's guiding principles under section 8A of the *Local Government Act 1993* (NSW), as follows:

- (1) This Explanatory Note is prepared for the purposes of keeping the local community and the State government (and through it, the wider community) informed about its activities and to ensure that its decision-making is transparent.
- (2) To manage lands and other assets so that current and future local community needs can be met in an affordable way which provides the best possible value for residents and ratepayers.
- (3) To act fairly, ethically and without bias in the interests of the local community.
- (4) To recognise diverse local community needs and interests.
- (5) To have regard to the long term and cumulative effects of its decisions on future generations.

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- (6) To promote the public interest by committing the Developer to make contributions towards local amenity improvements.

6 Identification of whether the Deed of Variation conforms with the Council's capital works program

Not applicable.
