

# Explanatory Note

Minister for Planning

and

Abax Contracting Pty Ltd ACN 001 472 055, John Edward Baxter and Marilyn Helena Baxter

## Draft Deed of Amendment

### Introduction

The Minister for Planning (the **Minister**) and Abax Contracting Pty Ltd ACN 001 472 055, John Edward Baxter and Marilyn Helena Baxter (the **Developer**) entered into a planning agreement dated 25 June 2015 (**Planning Agreement**).

The Developer has requested and the Minister has agreed to amend the description of the land to which the Planning Agreement applies by entering into a draft deed of amendment (**Deed of Amendment**). This is the only amendment the Deed of Amendment makes to the terms of the Planning Agreement. All other terms of the Planning Agreement remain the same.

The purpose of this explanatory note is to provide a plain English summary to support the notification of the Deed of Amendment prepared under Subdivision 2 of Division 6 of Part 4 of the *Environmental Planning and Assessment Act* 1979 (the **Act**).

This explanatory note has been prepared jointly by the parties as required by clause 25E of the *Environmental Planning and Assessment Regulation* 2000 (the **Regulation**).

### Parties to the Planning Agreement

The parties to the Deed of Amendment are the same as the parties to the Planning Agreement, being the Minister and the Developer.

### Description of the Subject Land

The Deed of Amendment (and Planning Agreement as amended) applies to:

- Lot 4 in Deposited Plan 243776 known as 25 Macquarie Place, Tahmoor NSW 2573;
- Part of Lot 1 in Deposited Plan 243776 known as 15 Macquarie Place, Tahmoor NSW 2573;
- Part of Lot 2 in Deposited Plan 243776 known as 125 Thirlmere Way, Tahmoor NSW 2573; and
- Part of Lot 3 in Deposited Plan 243776 known as 21 Macquarie Place, Tahmoor NSW 2573,

as hatched on the plan annexed and marked "Annexure A" to this Explanatory Note (**Subject Land**).

## **Description of the Proposed Development**

The Developer is seeking to subdivide the Subject Land into approximately 37 residential lots, two super lots, a new road and demolition of existing structures generally in accordance with Development Application DA269/2014 which has been lodged with Wollondilly Shire Council (**Proposed Development**) and has entered into the Planning Agreement with the Minister in connection with the Proposed Development.

## **Summary of Objectives, Nature and Effect of the Planning Agreement**

The Planning Agreement provides that the Developer will make a monetary contribution of \$9,000 per residential lot (subject to indexation in accordance with the Planning Agreement) for the purposes of the provision of designated State public infrastructure within the meaning of clause 6.1 of the *Wollondilly Local Environmental Plan 2011 (LEP)*.

The monetary contribution for each lot will be payable prior to the issue of each relevant Subdivision Certificate in accordance with Schedule 4 to the Planning Agreement.

The Developer is required to provide a bank guarantee and register the Planning Agreement on the title to the Subject Land in accordance with section 93H of the Act.

The objective of the Planning Agreement is to facilitate the delivery of the Developer's contributions towards the provision of infrastructure, facilities and services referred to in clause 6.1 of the LEP.

No relevant capital works program by the Minister is associated with the Planning Agreement.

## **Assessment of Merits of Planning Agreement**

### **The Planning Purpose of the Planning Agreement**

In accordance with section 93F(2) of the Act, the Planning Agreement has the following public purpose:

- the provision of (or the recoupment of the cost of providing) public amenities or public services.

The Minister and the Developer have assessed the Planning Agreement and both hold the view that the provisions of the Planning Agreement provide a reasonable means of achieving the public purpose set out above. This is because it will ensure that the Developer makes appropriate contributions towards the provision of infrastructure, facilities and services referred to in clause 6.1 of the LEP.

### **How the Planning Agreement Promotes the Public Interest**

The Planning Agreement promotes the public interest by ensuring that an appropriate contribution is made towards the provision of infrastructure, facilities and services to satisfy needs that arise from development of the Subject Land.

### **How the Planning Agreement Promotes the Objects of the Act**

The Planning Agreement promotes the objects of the Act by encouraging:

- the promotion and co-ordination of the orderly and economic use and development of land.

The Planning Agreement promotes the objects of the Act set out above by requiring the Developer to make a contribution towards the provision of infrastructure, facilities and services referred to in clause 6.1 of the LEP.

The Developer's offer to contribute towards the provision of State infrastructure will have a positive public impact as funds from the Developer will be available towards the provision of infrastructure, facilities and services referred to in clause 6.1 of the LEP.

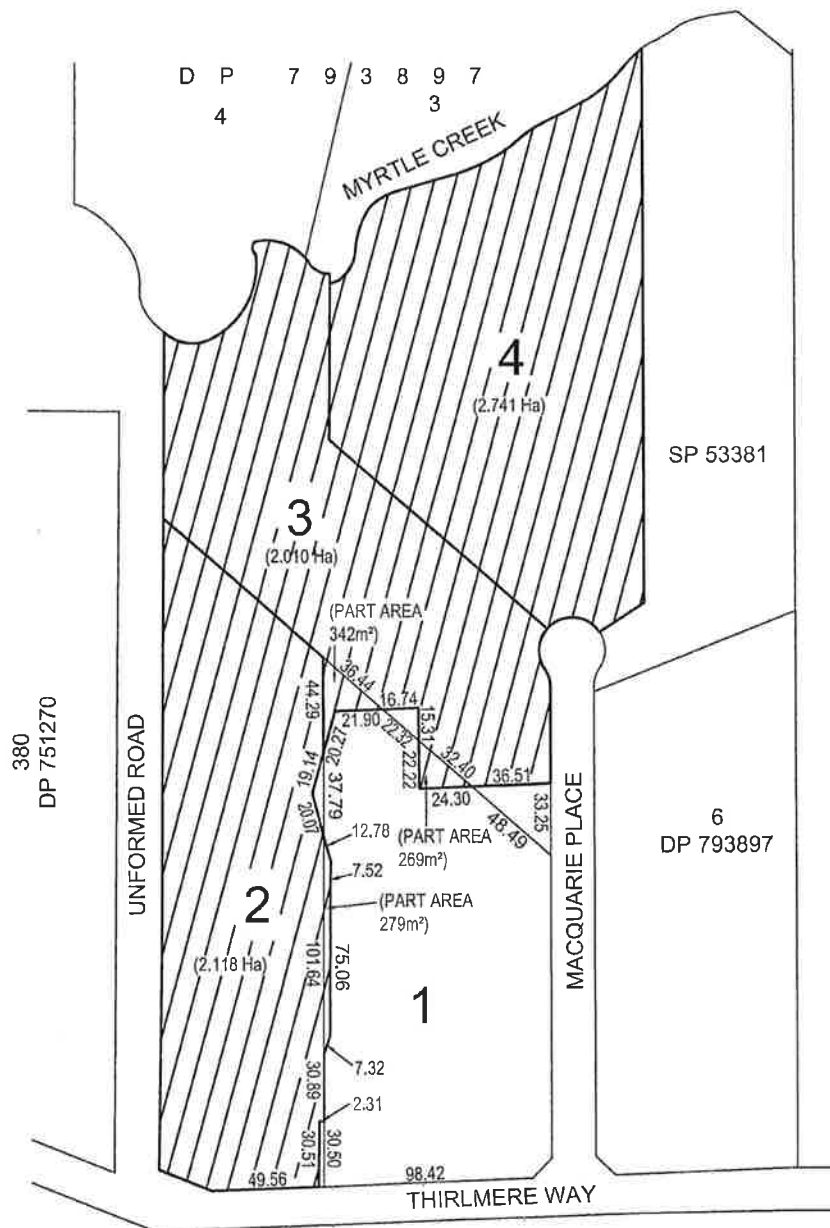
#### **Requirements relating to Construction, Occupation and Subdivision Certificates**

The Planning Agreement does not specify requirements that must be complied with prior to the issue of a construction certificate or an occupation certificate.

The Planning Agreement requires the monetary contribution for each lot to be paid prior to the issue of the relevant subdivision certificate and therefore contains a restriction on the issue of a subdivision certificate within the meaning of section 109J(1)(c1) of the Act.

ANNEXURE A  
 PLAN SHOWING LAND TO BE INCLUDED IN VOLUNTARY PLANNING AGREEMENT  
 WITHIN ALL OF LOT 4 DP 243776 AND PARTS OF LOT 1, 2 AND 3 DP 243776 AT TAHMOOR  
 PARISH OF COURIDJAH  
 COUNTY OF CAMDEN  
 SCALE 1:3000

MGA



LAND TO WHICH THE  
 VPA APPLIES

*Rh w*  
 ANTHON O'CONNOR  
 REGISTERED SURVEYOR

30 SEPTEMBER 2015