

Appendix

Explanatory Note

(Clauses 5(b) and 16)

Draft Deed of Amendment to Planning Agreement (Draft Deed)

Under clause 25C(3) of the *Environmental Planning and Assessment Regulation 2000*

Parties

The Minister for Planning ABN 38 755 709 681 of Level 15, 52 Martin Place, Sydney New South Wales (**Minister**)

Landcom trading as UrbanGrowth NSW ABN 79 268 260 688 of Level 16, 227 Elizabeth Street, Sydney New South Wales (**Developer**)

Description of the Land to which the Draft Deed Applies

The Draft Deed applies to the same Land the subject of the Planning Agreement.

Description of Proposed Development

The Draft Deed relates to the same Development the subject of the Planning Agreement.

Summary of Objectives, Nature and Effect of the Draft Deed

Objectives of Draft Deed

The objective of the Draft Deed is to amend the Planning Agreement.

Nature of Draft Deed

The Draft Deed is a deed of amendment of the Planning Agreement under clause 25C(3) of the *Environmental Planning and Assessment Regulation 2000*.

Effect of the Draft Deed

The Draft Deed amends the Planning Agreement, in particular, in relation to:

- (a) The extent of the works-in-kind Development Contribution to be provided by the Developer where the obligation to deliver road works has been triggered under clause 5.1 of the Planning Agreement.

The Planning Agreement has been amended to provide that where the obligation to provide road works has been triggered under clause 5.1, the Developer must now deliver the Delhi Road Widening Works and the Wicks Road and Waterloo Road Intersection Works (but not the Wicks Road and Epping Road Intersection Works) and will instead provide the Alternative Contribution Amount to the Minister as a monetary contribution to be applied by the Minister to the future delivery of the Wicks Road and Epping Road Intersection Works.

- (b) The extent to which the costs incurred by the Developer in constructing the Delhi Road Widening Works may be taken into account when calculating the Final Delhi Road Widening Works Costs. In particular, the Developer will be able to include any Non-Contestable Works Costs and Latent Conditions Costs as part of the Final Delhi Road Widening Works Costs. The Final Delhi Road Widening Works Costs are deducted from the Total Contribution Amount to determine the quantum of the Alternative Contribution Amount which may be payable by the Developer.
- (c) An extension of the date for the determination to be made under the Planning Agreement of the Development Contributions to be provided by the Developer to 31 March 2017.

Assessment of the Merits of the Draft Deed

The planning purposes served by the Draft Deed

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

- the provision of (or the recoupment of the cost of providing) transport or other infrastructure relating to land.

The Minister and the Developer have assessed the Draft Deed and hold the view that the amended provisions of the Planning Agreement provide a reasonable means of achieving the public purpose set out above. This is because the amended Planning Agreement will ensure that the Developer makes appropriate development contributions towards the provision of regional transport infrastructure and services (by works-in-kind and/or a monetary contribution).

How the Draft Deed promotes the Public Interest

The Draft Deed promotes the public interest by ensuring that an appropriate contribution is made towards the provision of regional transport infrastructure to satisfy the needs of the surrounding road network as a result of the Development and the anticipated growth of the Precinct.

How the Draft Deed Promotes the Objects of the Act

The Draft Deed promotes the objects of the Act by encouraging:

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

The Draft Deed promotes this object by requiring the Developer to make a contribution (by works-in-kind and/or a monetary contribution) towards the provision of regional transport infrastructure.

For Planning Authorities:

All Planning Authorities – Whether the Draft Deed conforms with the Authority's Capital Works Program

Not applicable. The delivery of or monetary contribution towards the regional transport infrastructure required by the Draft Deed conforms with the *North Ryde Station Precinct Project Transport Management and Accessibility Plan* dated 22 November 2012 prepared by Parsons Brinckerhoff for Transport for NSW.

Certain requirements of the Draft Deed to be complied with before issue of Planning Approval for subdivision or issue of a Complying Development Certificate, Construction Certificate or Subdivision Certificate

Where the Developer is to deliver the regional transport infrastructure in accordance with the Planning Agreement, it must:

- (a) commence those works prior to the issue of the first subdivision certificate for the Stage 1 Works of the Development; and
- (b) deliver those works by 31 December 2020, unless otherwise agreed by the Minister.