

Explanatory Note

Minister for Planning

and

Hanson Construction Materials Pty Ltd (ACN 009 679 734)

and

Australand C & I Land Holdings Pty Ltd (ACN 107 356 641)

Deed of Variation to Planning Agreement

Introduction

The purpose of this explanatory note is to provide a plain English summary to support the notification of the draft planning amendment agreement (the **Amended Planning Agreement**) prepared under Subdivision 2 of Division 6 of Part 4 of the *Environmental Planning and Assessment Act* 1979 (the **Act**). The Amended Planning Agreement amends the planning agreement entered into by the parties on 18 October 2013.

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 Amended Planning Agreement

The parties to the Amended Planning Agreement are Hanson Construction Materials Pty Ltd (ACN 009 679 734) and Australand C & I Land Holdings Pty Ltd (ACN 107 356 641) (collectively, the **Developer**) and the Minister for Planning (the **Minister**).

Description of the Subject Land

The Amended Planning Agreement applies to:

Lot	Deposited Plan	Folio Identifier	Landowner
1	1225803	1/1225803	Hanson Construction Materials Pty Ltd
2	1225803	2/1225803	Hanson Construction Materials Pty Ltd
3	1225803	3/1225803	Hanson Construction Materials Pty Ltd
4	1225803	4/1225803	Hanson Construction Materials Pty Ltd
5	1225803	5/1225803	Hanson Construction Materials Pty Ltd

6	1225803	6/1225803	Australand C & I Land Holdings Pty Ltd
7	1225803	7/1225803	Hanson Construction Materials Pty Ltd
8	1225803	8/1225803	Hanson Construction Materials Pty Ltd
9	1225803	9/1225803	Hanson Construction Materials Pty Ltd
10	1225803	10/1225803	Hanson Construction Materials Pty Ltd

known as “Archbold Road Eastern Creek NSW 2766” as noted in the Amended Planning Agreement and also known as “Kangaroo Avenue, Eastern Creek NSW 2766”) (the **Subject Land**).

Description of the Proposed Development

The Developer proposes to develop the Subject Land for the continued use of the existing asphalt and concrete production and recycling facilities for asphalt and concrete production, ancillary infrastructure; bulk earthworks across the Subject Land, construction of a precinct plan road on the Subject Land; and subdivision of the Land in accordance with project approval 06_0225 Project (as modified) and concept approval CP06_0225 (as modified) over ten stages (the **Proposed Development**) and has made an offer to the Minister to enter into the Amended Planning Agreement in connection with the Proposed Development.

Summary of Objectives, Nature and Effect of the Amended Planning Agreement

The Amended Planning Agreement provides that the Developer will make monetary contributions totalling \$4,204,673.99 over ten stages (subject to indexation in accordance with the Amended Planning Agreement) in connection with the Proposed Development for the purposes of the provision of regional transport infrastructure and services within the meaning of Clause 29 of the *State Environmental Planning Policy (Western Sydney Employment Area) 2009*:

Stage	Contribution amount
1.	\$216,806.88
2.	\$171,530.59
3.	\$203,337.59
4.	\$289,670.86
5.	\$736,916.18
6.	\$1,699,077.83
7.	\$521,732.11
8.	\$151,602.53

9.	\$141,573.59
10.	\$72,425.83
	\$4,204,673.99

The Proposed Development will be carried out in ten stages and the monetary contribution for each Stage of Development (as defined in the Amended Planning Agreement) will be payable in accordance with the timeframes set out in Schedules I and II to the Amended Planning Agreement and as detailed below:

- For stages 1-6, prior to the issue of the first Occupation Certificate for any building/s on any part of the Land in the respective stages; and
- For stages 7-10, prior to the issue of the first Occupation Certificate for any building/s on any part of the Land in the respective stage or prior to the commencement of operations on or any use of any part of the Land in the respective stage, whichever is the earlier date.

The Developer is required to provide Bank Guarantees for each Stage of Development and to register the Amended Planning Agreement on the title to the Subject Land in accordance with section 93H of the Act.

The objective of the Amended Planning Agreement is to facilitate the delivery of the Developer's contributions towards the provision of infrastructure, facilities and services referred to in Clause 29 of the *State Environmental Planning Policy (Western Sydney Employment Area) 2009*.

No relevant capital works program by the Minister is associated with this agreement.

Assessment of Merits of Amended Planning Agreement

The Planning Purpose of the Amended Planning Agreement

In accordance with section 93F(2) of the Act, the Amended Planning Agreement 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 Amended Planning Agreement and both hold the view that the provisions of the Amended 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 29 of the *State Environmental Planning Policy (Western Sydney Employment Area) 2009*.

How the Amended Planning Agreement Promotes the Public Interest

The Amended 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 Amended Planning Agreement Promotes the Objects of the Act

The Amended 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 Amended 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 29 of the *State Environmental Planning Policy (Western Sydney Employment Area) 2009*.

The Developer's offer to contribute towards the provision of regional transport infrastructure and services 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 29 of the *State Environmental Planning Policy (Western Sydney Employment Area) 2009*.

Requirements relating to Construction, Occupation and Subdivision Certificates

The Amended Planning Agreement requires the payment of the monetary contribution for each Stage of Development:

- For Stages 1-6, prior to the issue of the first Occupation Certificate for any building/s on any part of the Land in the respective stages; and
- For Stages 7-10, prior to the issue of the first Occupation Certificate for any building/s on any part of the Land in the respective stage or prior to the commencement of operations on or any use of any part of the Land in the respective stage, whichever is the earlier date.