

14 July 2022

The General Manager  
**Penrith City Council**  
601 High Street  
Penrith NSW 2750

Attention: Abdul Cheema

Dear Mr Winn,

**LETTER OF OFFER – VOLUNTARY PLANNING AGREEMENT (VPA)  
GLENMORE PARK STAGE 3 AT MULGOA**

Pursuant to section 7.4 of the *Environmental Planning and Assessment Act 1979 (Act)* and part 9, division 1 of the *Environmental Planning and Assessment Regulation 2021*, Mirvac Homes (NSW) Pty Ltd (**Mirvac**) hereby offers to enter into a Voluntary Planning Agreement (**VPA Offer**) with Penrith City Council (**Council**).

This VPA Offer relates to the development of the properties noted in the table below (**Land**) and supercedes the previous VPA Offer made by Mirvac to Council on 12 August 2021. The Land is included in the area known as Glenmore Park Stage 3 - currently the subject of a planning proposal to seek rezoning to enable urban redevelopment as permissible uses.

**Table 1**

| Lot | Deposited Plan (DP) | Address                                      |
|-----|---------------------|--|
| 18  | 244610              | 147-159 Chain-O-Ponds Road, Mulgoa NSW 2745  |
| 19  | 244610              | 133-145 Chain-O-Ponds Road, Mulgoa NSW 2745  |
| 25  | 244610              | 115-129 Chain-O-Ponds Road, Mulgoa NSW 2745  |
| 27  | 244610              | 87-99 Chain-O-Ponds Road, Mulgoa NSW 2745    |
| 28  | 244610              | 71-85 Chain-O-Ponds Road, Mulgoa NSW 2745    |
| 29  | 244610              | 55 Chain-O-Ponds Road, Mulgoa NSW 2745       |
| 30  | 244610              | 35-53 Chain-O-Ponds Road, Mulgoa NSW 2745    |
| 2   | 1240361             | 2337 The Northern Road, Mulgoa NSW 2745      |
| 5   | 29081               | 2295 The Northern Road, Mulgoa NSW 2745      |
| 4   | 29081               | 2289-2293 The Northern Road, Mulgoa NSW 2745 |
| 3   | 29081               | 2337 The Northern Road, Mulgoa NSW 2745      |
| 2   | 29081               | 2285 The Northern Road, Mulgoa NSW 2745      |
| 1   | 29081               | 2277-2283 The Northern Road, Mulgoa NSW 2745 |
| 3   | 1240361             | 2265 The Northern Road, Mulgoa NSW 2745      |

Mirvac controls the Land under legally binding option agreements. The options will not be exercised until the date on which the relevant amended *Penrith Local Environmental Plan 2010* is gazetted. Settlement of the Land is structured so that it is to occur up to 24 months following gazettal (**option date**).

### **1. Section 7.11 Contributions:**

Mirvac agrees to provide dedication of land, monetary contributions and/or embellishment works as identified in Schedule 2.

These contributions have been calculated based on forecast yields. The monetary component will ultimately be adjusted to reflect the final yield approved through development applications.

### **2. Additional Public Benefits**

Mirvac agrees to provide the Additional Public Benefits set out in Schedule 3 subject to the planning proposal being made in the form as submitted to Council. Mirvac reserves the right to amend this Offer should the Planning Proposal be amended prior to its finalisation.

### **3. Commencement**

The VPA will commence from the date that Mirvac executes the VPA as developer.

### **4. Enforcement and Security**

Security will be provided through:

- registration of the VPA on title of the Land in accordance with Section 5 below;
- inclusion of a clause allowing Council to compulsorily acquire land to be dedicated for \$1
- restriction on the issue of relevant certificates under Part 6 of the EP&A Act prior to the relevant obligation(s) being satisfied

### **5. Registration**

Upon gazettal Mirvac will enter into the VPA. The VPA will subsequently be registered on the titles of the Land within 10 days of Mirvac becoming the registered proprietor.

The VPA is to include a mechanism which allows for the VPA to be released from the Land in stages as relevant obligations under the VPA are satisfied.

### **6. Section 7.11 and 7.12 Contributions**

The VPA will exclude the application of sections 7.11 and 7.12 of the EP&A Act from the Land and any subsequent development of the Land.

The VPA will not exclude the application of section 7.24 of the EP&A Act from the Land any subsequent development of the Land.

### **7. Summary of requirements referred to in section 7.4 of the EP&A Act**

Schedule 4 provides a summary of those matters referenced at section 7.4 of the EP&A Act and how these are to be addressed in the VPA.

Mirvac will prepare the full VPA document following confirmation from Council that they are generally satisfied with this offer.

We look forward to Council's response to this VPA Offer.

Your sincerely,

Mirvac Homes (NSW) Pty Ltd

A handwritten signature in blue ink, appearing to read 'Daniel Seraglio', with a large, stylized flourish extending upwards and to the right.

Daniel Seraglio  
Development Director

## Schedule 1: Land



**Schedule 2:**

|                         | Item  | Description/Public Purpose   | Values       |              |
|-------------------------|---|--|--------------|--------------|
|                         |   |  | Land         | Works        |
| Open Space & Recreation | Local Park 3  | Dedication of 5,470 sqm of land<br>Landscape embellishment works<br>12 months maintenance period   | \$2,019,798  | \$1,171,006  |
|                         | District Park 2 (those areas contained on the Land subject to this VPA) | Dedication of 11,668 sqm of land<br>Landscape embellishment works<br>12 months maintenance period  | \$184,646    | \$1,261,270  |
|                         | District Park 4   | Dedication of 53,824 sqm of land<br>Landscape embellishment works<br>12 months maintenance period  | \$15,837,712 | \$15,431,020 |
|                         | Linear Park 1 (those areas contained on the Land subject to this VPA)   | Dedication of 112,407 sqm of land<br>Landscape embellishment works<br>12 months maintenance period | \$0          | \$4,783,358  |

|                        |               |  |             |           |
|------------------------|---------------|--|-------------|-----------|
|                        | Linear Park 4 | Dedication of 4,094sqm of land<br>Landscape embellishment works<br>12 months maintenance period  | \$1,511,710 | \$726,735 |
| Water Cycle Management | MB1           | Dedication of 13,800 sqm of land and delivery of a wet detention basin (with permanent ponding)  | \$727,950   | \$511,000 |
|                        | MB3           | Dedication of 20,100 sqm<br>Delivery of wet Detention Basin as required by the underlying SWMP for GP3<br>12 months maintenance period | \$318,083   | \$747,600 |
|                        | UT1           | Delivery of underground tank for water harvesting and irrigation of sports field within D4   | N/A         | \$435,000 |
|                        | RGA           | Dedication of 1,800 sqm<br>Delivery of rain garden as required by underlying SWMP for GP3<br>12 months maintenance period              | N/A         | \$385,700 |
|                        | RGB           | Dedication of 1,200 sqm<br>Delivery of rain garden as required by underlying SWMP for GP3<br>12 months maintenance period              | N/A         | \$205,900 |

|  |     |   |           |             |
|--|-----|---|-----------|-------------|
|  | RGC | Dedication of 9,000 sqm<br>Delivery of rain garden as required by<br>underlying SWMP for GP3<br>12 months maintenance period  | \$759,600 | \$1,798,000 |
|  | RGD | Dedication of 6,200 sqm<br>Delivery of rain garden as required by<br>underlying SWMP for GP3<br>12 months maintenance period  | \$437,530 | \$1,001,950 |
|  | RGE | Dedication of 14,000 sqm<br>Delivery of rain garden as required by<br>underlying SWMP for GP3<br>12 months maintenance period | \$738,500 | \$3,569,900 |
|  | RGF | Dedication of 3,000 sqm<br>Delivery of rain garden as required by<br>underlying SWMP for GP3<br>12 months maintenance period  | \$253,200 | \$667,000   |
|  | RGG | Dedication of 2,100 sqm<br>Delivery of rain garden as required by<br>underlying SWMP for GP3<br>12 months maintenance period  | \$177,240 | \$471,250   |
|  | RGH | Delivery of rain garden as required by<br>underlying SWMP for GP3<br>12 months maintenance period                             | N/A       | \$916,400   |

|  |          |   |     |             |
|--|----------|---|-----|-------------|
|  | TD1      | Delivery of trunk drainage on Chain-O-Ponds Road (East) | N/A | \$280,000   |
|  | TD2      | Delivery of trunk drainage on Chain-O-Ponds Road (West) | N/A | \$1,260,000 |
|  | TD3      | Trunk Drainage 3 – Piped diversion (West)               | N/A | \$84,000    |
|  | GPT4-MB1 | Delivery of gross pollutant trap                        | N/A | \$94,250    |
|  | GPT5-MB3 | Delivery of gross pollutant trap                        | N/A | \$159,500   |
|  | GPT6-RGA | Delivery of gross pollutant trap                        | N/A | \$94,250    |
|  | GPT6-RGB | Delivery of gross pollutant trap                        | N/A | \$79,750    |



|                                |          |   |     |             |
|--------------------------------|----------|---|-----|-------------|
|                                | GPT6-RGC | Delivery of gross pollutant trap  | N/A | \$326,250   |
|                                | GPT6-RGD | Delivery of gross pollutant trap  | N/A | \$94,250    |
|                                | GPT-RGE  | Delivery of gross pollutant trap  | N/A | \$348,000   |
|                                | GPT-RGF  | Delivery of gross pollutant trap  | N/A | \$159,500   |
|                                | GPT-RGG  | Delivery of gross pollutant trap  | N/A | \$159,500   |
|                                | GPT-RGH  | Delivery of gross pollutant trap  | N/A | \$210,250   |
| Transport & Traffic Management | INT2     | Dedication of land<br>Construction of two additional through lane, two outbound lanes, and an inbound lane as per plan 300070-PSK-132 | N/A | \$2,772,255 |

|  |   |   |             |             |
|--|---|---|-------------|-------------|
|  |   | 12 months maintenance period  |             |             |
|  | INT3  | Dedication of land<br>Construction of roundabout in accordance with plan 300070-PSK-133<br>12 months maintenance period                             | N/A         | \$1,628,821 |
|  | INT4  | Dedication of land<br>Construction of intersection on Chain-o-ponds road in accordance with plan 300070-PSK-134<br>12 months maintenance period     | N/A         | \$2,124,676 |
|  | INT5  | Dedication of land<br>Construction of intersection on Chain-o-ponds road in accordance with plan 300070-PSK-135<br>12 months maintenance period     | N/A         | \$2,245,971 |
|  | Chain-O Ponds Road  | Construction of a two-lane road<br>12 months maintenance period   | N/A         | \$7,492,875 |
|  | Entry Boulevard (where located on Land Subject to this VPA) | Dedication of land<br>Construction of a two-lane road with two additional inset parking lanes and landscaped median<br>12 months maintenance period | \$4,577,460 | \$2,983,750 |

|  |  |   |             |             |
|--|--|---|-------------|-------------|
|  | Collector Road (adjacent to development on both sides) (where located on Land Subject to this VPA)                   | Dedication of land<br>Construction of a two-lane road with two additional inset parking lanes<br>12 months maintenance period | \$5,272,361 | \$2,765,400 |
|  | Collector Road (adjacent to riparian or open space on one side) (where located on Land Subject to this VPA)          | Dedication of land<br>Construction of a two-lane road with two additional inset parking lanes<br>12 months maintenance period | \$4,907,448 | \$2,764,125 |
|  | Collector Road (Riparian Crossing) (where located on Land Subject to this VPA)                                       | Dedication of land<br>Construction of a two-lane road with two additional inset parking lanes<br>12 months maintenance period | \$261,370   | \$497,700   |
|  | Minor Local Road (Adjacent to Open Space on one side) (where located on Land Subject to this VPA)                    | Dedication of land<br>Construction of a two-lane road<br>12 months maintenance period   | \$2,230,270 | \$1,570,400 |
|  | Minor Local Road (adjacent to riparian on one side) (where located on Land Subject to this VPA)                      | Dedication of land<br>Construction of a two-lane road and one additional parking inset lane<br>12 months maintenance period   | N/A         | \$1,156,625 |
|  | Perimeter road (the Northern Road interface) (where located on Land Subject to this VPA)                             | Dedication of land<br>Construction of a two-lane road<br>12 months maintenance period   | \$598,185   | \$384,750   |
|  | Shared Path/Cycle way within linear open space/stormwater facility areas (where located on land subject to this VPA) | Delivery of a 2.5m shared path in accordance with the DCP   | \$711,914   | \$1,506,250 |

The timing of the works identified in Schedule 2 are to be completed generally in accordance with the corresponding stage of the development.

### Schedule 3: Additional Public Benefits

| Item                               | Contribution  | Timing   |
|------------------------------------|---|--|
| C2 Environmental Conservation Land | Dedication to Council land identified as C2 Environmental Conservation in Schedule 5 in stages, excluding land with stormwater management items (to be dedicated under the s7.11 contribution plan).  | On a staged basis - at the completion of relevant infrastructure works for each stage of the development |
| Affordable Housing                 | <ul style="list-style-type: none"> <li>37 dwellings, representing 3% of the forecast dwelling yield, to be delivered outside of the Glenmore Park Stage 3 area, but within the Penrith LGA in partnership with a registered Community Housing Provider.</li> <li>Provision of Affordable Housing in accordance with the VPA will satisfy all requirements and obligations to provide affordable housing in relation to the development of the Land.</li> <li>Alternatively, at Mirvac's election this may be provided by monetary contribution to Council based on a future rate to be determined by Council in accordance with Chapter 2 of State Environmental Planning Policy (Housing) 2021.</li> </ul> | Prior to subdivision of the 1000 <sup>th</sup> lot   |

**Schedule 4: Summary of Requirements (Section 7.4)**

|          | <b>Subject and subsection of the Act</b>   | <b>Planning Agreement</b>  |
|----------|--|--|
| <b>1</b> | <b>Planning instrument and/or Development Application – Section 7.4(1)</b><br><br>The Landowners have:<br>(a) Sought a change to an environmental planning agreement<br>(b) Made, or propose to make a Development Application<br>(c) Entered into an agreement with, or are otherwise associate with, a person to whom paragraph (a) or (b) applies | (a) Yes<br><br>(b) No<br><br>(c) No  |
| <b>2</b> | <b>Description of the land to which the Planning Agreement applies – Section 7.4(3)(a)</b>   | Refer to Schedule A  |
| <b>3</b> | <b>Description of the change to the environmental planning instrument or development to which the Planning Agreement applies – Section 7.4(3)(b)</b>   | The VPA relates to the proposed amendment of the <i>Penrith Local Environmental Plan 2010</i> in relation to the Planning Proposal. The Planning Proposal seeks to amend <i>Penrith Local Environmental Plan 2010</i> to rezone the Land to R2 Low Density Residential, R3 Medium Density Residential, C4 Environmental Living, C2 Environmental Conservation and RE1 Public Recreation. |
| <b>4</b> | <b>The nature and extent of the provision to be made by the developer under the agreement, the time or times by which the provision is to be made and the manner by which the provision is to be made – Section 7.4(3)(c)</b>  | Refer Schedule 2 and Schedule 3.   |
| <b>5</b> | <b>Exclusion (wholly or in part) of section 7.11, 7.12 or 7.24 contributions - Section 7.4(3)(d)</b>   | The VPA will exclude the application of Section 7.11 contributions<br><br>The VPA will exclude the application of Section 7.12 contributions<br><br>The VPA will not exclude the application of Section 7.24 contributions   |
| <b>6</b> | <b>Whether benefits under the agreement are or are not to be taken into consideration in determining a development contribution under section 7.11 – Section 7.4(3)(e)</b>   | Benefits are to be taken into consideration.   |
| <b>7</b> | <b>Mechanism for dispute resolution - Section 7.4(3)(f)</b>  | A standard dispute resolution mechanism and relevant clauses shall be incorporated into the VPA.   |
| <b>8</b> | <b>Enforcement of the Planning Agreement by a suitable means – Section 7.4(3)(g)</b>   | Suitable security, such as the provision of a bond or corporate guarantee and/or the   |

|  |  |  |
|--|--|--|
|  |  | registration of the VPA on the certificate of title at the time of Mirvac becoming registered proprietor, for the delivery of the contributions is to be negotiated and agreed with the parties. |
|--|--|--|

#### Schedule 5: Zoning Plan

