DEXUS
PROPERTY GROUP

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City of Botany Bay Council
141 Coward Street
Mascot NSW 2020

Dear City of Botany Bay Council

OFFER OF VOLUNTARY PLANNING AGREEMENT IN RESPECT OF THE PLANNING PROPOSAL FOR 11 - 13 LORD STREET, BOTANY NSW, 1225 (PROPERTY)

DEXUS Property Services Pty Limited (**DEXUS**) offers to the City of Botany Bay Council (**Council**) a Voluntary Planning Agreement (**VPA**) in accordance with Section 93F of the Environmental Planning and Assessment Act, 1979 (NSW), with the following key terms and conditions:

Planning Proposal	This VPA is in respect of the Planning Proposal and subsequent development applications for 11 - 13 Lord Street, Botany NSW relating to the rezoning of the land to B4 - Mixed Use; amendment of the Height of Building Map from 22m to a range of heights from 11m to 23.5m; and amendment of the Floor Space Ratio Map to increase the FSR to 2:1. The Planning Proposal is also based on a unit mix where the maximum proportion of studio and one bedroom apartments was 25%.
Commencement of VPA	Dexus will execute the VPA prior to submission of the Planning Proposal to the Department of Planning and Environment. The VPA will provide that it becomes operative on the date of gazettal of the amendment to the Botany Local Environment Plan 2013 contemplated by the Planning Proposal (the **Commencement Date**).
Contribution	14 days after the Commencement Date, DEXUS proposes to pay Council a cash contribution of $9.0 million (**Contribution**).
Section 94 and 94A	For development applications for non-residential development, the VPA will provide that s94 and s94A will apply in the normal way. For development applications for residential development, Dexus proposes that the VPA require the payment of an amount equivalent to 70% of the normal s94 and s94A contributions payable for the residential development. This amount will be payable prior to grant of a construction certificate. To provide the Council with security for this payment, the VPA will be registered on title and any incoming purchaser will be required to execute with Council a deed of novation agreeing to comply with this obligation.
Purpose	DEXUS and Council acknowledge that the purpose of the Contribution under the Voluntary Planning Agreement is to fund works for community benefit in the area that may include works such as a Boardwalk at Mill Pond, town centre car parking, a pool upgrade, Botany town centre paving, a community bus to Mascot station, and/or affordable housing. Council acknowledges that if the costs of the abovementioned works exceed the value of the Contribution, DEXUS has no obligation to pay any additional amount.

Right to transfer land	DEXUS may sell its interest in the land at any time and a novation clause will be included in the VPA. If a sale occurs, DEXUS will obtain a release from Council from its obligations under the VPA upon novation of the agreement to the purchaser.
Security	The VPA will be registered on title and, as payment of the Upfront Cash Contribution is made 14 days after gazettal, no additional security is required.

Yours sincerely

Paul Oates

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