

4 June 2020

The General Manager
North Sydney Council
PO Box 12
North Sydney NSW 2059

[via email: yoursay@northsydney.nsw.gov.au]

Dear Neal

Re: VOLUNTARY PLANNING AGREEMENT LETTER OF OFFER

Development of 27-57 Falcon Street, Crows Nest

This Letter of offer has been prepared on behalf of CN Land Pty Ltd and Lindsay Bennelong Pty Ltd for a Voluntary Planning Agreement associated with the Planning Proposal relating to the development of 27-57 Falcon Street, Crows Nest.

This letter provides an outline of the Heads of Agreement in relating to the public benefits that are proposed to be included within the Voluntary Planning Agreement, which is to be negotiated by a mediation process and publicly exhibited with the Planning Proposal post Gateway Determination.

The public benefits have provided for enhancement of the public domain and safety as well as the provision of open space in the LGA.

HEADS OF AGREEMENT

Parties	North Sydney Council (Council); and CN Land Pty Ltd (Landowner)
Background	<p>Ethos Urban on behalf of the Landowner has lodged a Planning Proposal with Council seeking amendments to the North Sydney Local Environment Plan 2013</p> <p>The Landowner offers to enter into a planning Agreement (the Agreement) with Council to make Development Contributions on the terms set in this outline of the Heads of Agreement.</p>

Planning Agreement under the Act	This Agreement will be a planning agreement within the meaning of Section 7.4 of the Act
Application of the Agreement	<p>This Agreement will apply to:</p> <ul style="list-style-type: none"> • The Land; and • The Development
Commencement	This Agreement will commence from the date the Agreement is signed by the Parties, following the Amendments to North Sydney LEP 2013 and approval of a site specific DCP for the development site.
The Offer	<p>The Landowner agrees to provide a total contribution of \$1,130,000 in conjunction with future Development Consent(s) which is made up of the following:</p> <ul style="list-style-type: none"> • A monetary contribution of \$800,000 towards increased open space opportunities (e.g. Stage 1 Hume Street Park upgrade), payable to Council. • A Land Dedication including Embellishments to the value of \$330,000 – which is 35% of the total value of these works in recognition of the value of these upgrades to the Subject Site, as set out below: <ul style="list-style-type: none"> – Dedication of land from the Subject Site and embellishment of 129sqm to Alexander Lane and 245sqm to Hayberry Lane to create a new public pedestrian footpath where one currently does not exist as well as associated public domain, landscaping and traffic calming measures. – The land to be dedicated to Council is shown on Drawing SK1502 at Appendix A and has been valued at \$375,000 as supported by Savills valuation, shown in Appendix B. We have apportioned 35% of these costs as a Council and Public Benefit, thus valuing the contribution at \$130,000. – The Embellishment works to the value of \$567,441 which have been supported by a RLB Quantity Surveyors as shown in Appendix C. We have apportioned 35% of these costs as a Council and Public Benefit, thus valuing the contribution at \$200,000.

Review	<p>The parties agree that in the event that either:</p> <ul style="list-style-type: none"> (i) a Special Infrastructure Contribution under Section 94EF of the Act is required to be paid pursuant to a condition of the Development Consent; or (ii) the LEP following gazettal of the Planning Proposal contains a provision that satisfactory arrangements are to be made for the provision of contributions to designated state public infrastructure; <p>the Council and the Landowner must meet to review the Agreement using their best endeavours and acting in good faith.</p>
Bank Guarantee	The Landowner will provide a Bank Guarantee for the amount of the VPA offer following execution and registration of the LEP amendment until such time that the contribution is payable at a Construction Certificate stage.
Application of Section 7.11 of the Act	The Agreement does not exclude the application of Section 7.11 of the Act to the Development.
Registration of the Agreement	The Landowner will do all things necessary to enable the Council to register the Agreement after Gateway Determination.
Dispute resolution	If the Parties are not able to resolve any dispute within 20 business days of a dispute notice being served, then they may have recourse to litigation or other dispute resolution processes.
Enforcement	The Agreement may be enforced by any Party in any court of competent jurisdiction.
Assignment of dealings	A Party must not assign or novate the Agreement without the prior written consent of the other Party which consent is not to be unreasonably withheld.
Costs	Each Party must pay its own costs of negotiating, preparing and executing the Agreement (and any other instrument executed under the Agreement).

Defined Terms	<p>Act means the Environmental Planning and Assessment Act 1979 (NSW)</p> <p>Development means the development of the Land proposed to be carried out, by the landowner in accordance with the Planning Proposal.</p> <p>Development Consent means consent granted under Part 4 of the Act to carry out the future development of the Land. Land means land at 27-57 Falcon Street, Crows Nest NSW.</p> <p>Planning Proposal means the Planning Proposal Report prepared by Ethos Urban.</p>
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Summary and Conclusion

CN Lands Pty Ltd and the applicant (Lindsay Bennelong Developments) look forward to working collaboratively with North Sydney Council to facilitate an appropriate concept development outcome for the site and wish to contribute to the surrounding community and wider LGA through the provision of funds towards affordable housing and local on-site public improvements.

Should Council require any further information in relation to the matters raised within this submission, please do not hesitate to contact the undersigned.

Yours sincerely,

Lindsay Bennelong
Developments



Leigh Manser
Development Director

Incl. under separate cover:

- APPENDIX A - AJ+C Drawing – Embellishment Area SK1502
- APPENDIX B – Savills Valuation – Estimate of Market Uplift
- APPENDIX C – Rider Levett Bucknall – External Works Embellishments Estimate