

William David Wilson and  
Patricia Maree Wilson  
Glenlee House  
60 Glenlee Road  
MENANGLE PARK NSW 2563

General Manager  
Campbelltown City Council  
PO Box 57  
Campbelltown NSW 2560

20 May 2021

Dear Ms Deitz,

**RE: Offer to enter into a Planning Agreement under s7.4 of the Environmental Planning and Assessment Act 1979 (NSW) – Glenlee Estate, Menangle Park**

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**1 Background**

- 1.1 We are the owners of the land known as 60 Menangle Road, Menangle Park (Glenlee), being Lots 1-3 in DP713646 (**Land**).
- 1.2 Council is presently considering a Planning Proposal with respect to the Land and the purpose of this letter is to provide Council with the terms of our offer to enter into a Voluntary Planning Agreement (**VPA**) in connection with the Planning Proposal.
- 1.3 In that regard, by this letter we make an irrevocable offer to Council to enter into a Planning Agreement on the terms set out in this letter which will operate if *Campbelltown Local Environmental Plan 2015 (CLEP 2015)* is amended in accordance with the Planning Proposal.
- 1.4 The Planning Proposal seeks to amend *Campbelltown Local Environmental Plan 2015 (CLEP 2015)* to permit limited residential development of the Land that is responsive to, and protective of, the land's heritage significance.
- 1.5 The Planning Proposal proposes to change the current *RU2 Rural Landscape* zone applying to the Land under CLEP 2015 to part *E4 Environment Living*, part *E3 Environmental Management*, part *E2 Environmental Conservation* and part *RE1 Public Recreation*. It also proposes amendments to the Lot Size, Lot Size for Dual Occupancy Development and Height of Buildings Maps of CLEP 2015.
- 1.6 The residential development of the Land will be restricted to the *E4 Environment Living* zoned areas and be subject to detailed development controls to be added to the *Campbelltown (Sustainable City) Development Control Plan 2015*.
- 1.7 The proposed *RE1 Public Recreation* zoned area (**Designated Land**) is intended to be dedicated at no cost to Council to enable protection of the visual curtilage of Glenlee in perpetuity and afford the community the opportunity for access to a very strategic open space location.
- 1.8 This limited development of the Land enables the retention and ongoing conservation and maintenance of Glenlee's heritage significant buildings and elements as recommended by the Conservation Management Plan, *Glenlee Estate, Lots 1, 2 & 3 DP 713646, Glenlee Road, Menangle Park Conservation Management Plan*, by Tropman and Tropman Architects (August 2020) (**CMP**).

- 1.9 The offer outlined in this letter has been prepared in accordance with s7.4 of the *Environmental Planning and Assessment Act 1979 (NSW) (Act)*.

## 2 Parties

The parties to the VPA will be:

- (1) William David Wilson and Patricia Maree Wilson; and
- (2) Council.

## 3 Land

The VPA will apply to the Land.

## 4 Development

The VPA will apply to:

- (1) the Planning Proposal; and
- (2) the residential development of the Land that will be permitted if CLEP 2015 is amended in accordance with the Planning Proposal (**Development**).

## 5 Contributions

The following contributions will be made to Council under the VPA by the times specified below:

Contribution	Estimated Timing for Completion
<b>Dedication of Open Space</b> The landowner will dedicate the Designated Land to Council at no cost to Council.	Prior to the release of the first subdivision certificate for the creation of a residential lot as part of the Development.
<b>Restoration of Gatehouse</b> The "Gatehouse" situated on the Land will be restored to the standard identified in the CMP.	Prior to the release of the first subdivision certificate for the creation of a residential lot as part of the Development.
<b>Ongoing Maintenance Work</b> The existing main residence ( <b>Glenlee House</b> ) and the Gatehouse will be maintained in accordance with the CMP.	Ongoing obligation with maintenance works to be carried out in accordance with the CMP.

## 6 Menangle Park Contribution Plan

- 6.1 Development of the Land is subject to the *Menangle Park Contributions Plan 2020 (the MPCP)*.
- 6.2 As mentioned above, the proposed *RE1 Public Recreation* zoned area is intended to be dedicated to Council.
- 6.3 This area is not identified as a contributions item in the MPCP and the proponent does not seek an offset against developer contributions under the MPCP as a result of its dedication.

## **7 Application of s7.11 and s7.12 of the Act**

- 7.1 The VPA will not exclude the operation of s7.11 and s7.12 of the Act with respect to the Development.
- 7.2 Section 7.11(6) will not apply to the contributions provided under the VPA.

## **8 Dispute Resolution**

- 8.1 The VPA will contain appropriate dispute resolution provisions as set out below.
- 8.2 In the event of a dispute, the first party must give to the second party notice in writing of the dispute which adequately identifies and provides details of the dispute and stipulates what the first party believes will resolve the dispute (**Notice**).
- 8.3 The parties must then, within five (5) business days of the Notice, commence negotiations to resolve the dispute.
- 8.4 If the parties are unable to resolve the dispute, the parties must then agree to refer the matter to:
- (1) mediation; or
  - (2) expert determination,
- as agreed by the parties.
- 8.5 If the dispute is referred to expert determination, the parties will agree that the final expert determination is binding.

## **9 Enforcement & Security**

### Registration on title

- 9.1 The VPA will be registered on the Land in accordance with s7.6 of the Act.
- 9.2 Upon the development of the Land being undertaken, the VPA will be released from the new residential lots created as part of that development, however will remain on the title of the lots on which Glenlee House and the Gatehouse are located.

### Bank Guarantee

- 9.3 Prior to the issue of the first subdivision certificate for the creation of a residential lot as part of the Development, a bank guarantee will be provided to Council in an amount equal to the estimated value of the cost of the Ongoing Maintenance Works for the subsequent two (2) year period.
- 9.4 During the term of the VPA, Council will be entitled to require the owner of the Land to 'top up' this Bank Guarantee such that Council always has security equal to the estimated cost of the then subsequent two (2) years Ongoing Maintenance Works.
- 9.5 Council will have a right to inspect Glenlee House and the Gatehouse from time to time to ensure the Heritage Works are being undertaken in accordance with the CMP.
- 9.6 If the Heritage Works are not being undertaken in accordance with the VPA, Council will be entitled to issue a notice to the landowner requiring the outstanding Heritage Works to be carried out. If the landowner fails to adhere to

the terms of any such notice, Council may exercise step-in rights to undertake the required maintenance work itself (with the costs met from the Bank Guarantee).

- 9.7 If that occurs, the Landowner will be required to provide replacement security to Council for the future ongoing Heritage Works obligations to the amount set out above.

Council may withhold Subdivision Certificates

- 9.8 Council will be entitled to withhold the issue of a subdivision certificate for the Development if any contribution required to be provided before the issue of that subdivision certificate is not provided.

Acquisition of the Designated Land

- 9.9 With respect to the dedication of the Designated Land to Council, Council will have the right to acquire that land in accordance with the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW) for \$1 in the event that we do not dedicate that land to Council in accordance with the VPA.

**10 Concluding Comments**

Should Council have any questions or comments with respect to this Offer, please do not hesitate to contact us.

**Signed** by William David Wilson and Patricia Maree Wilson in the p

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Witness (Signature)

\_\_\_\_\_  
*William David Wilson* (Signature)

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Name of Witness (Print Name)

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*Patricia Maree Wilson* (Signature)