

Date: 13 September 2024

Attention: Mark Hannon, Manager, City Planning

Chief Executive Officer
Liverpool Council
50 Scott Street
Liverpool NSW 2170

Dear Sir/Madam,

Letter of Offer to enter into a Voluntary Planning Agreement

Development Site: Lot 6 DP1217784, known as 1411 The Northern Road, Bringelly (Site)

EG Property Group, on behalf of the owners (**Developer**), intends to submit a Planning Proposal to Liverpool City Council (**Council**) to amend the *Liverpool Local Environmental Plan 2008* (**Liverpool LEP**).

The Planning Proposal is submitted to facilitate the Developer making a development application for a Service Station and ancillary retail use (**Development**).

The Planning Proposal is made by the Developer under Section 3.33 of the *Environmental Planning and Assessment Act 1979* (**EPA Act**) to seek the Site's inclusion as a Key site as part of Clause 9 Schedule 1 of the Liverpool LEP – additional permitted use.

As part of this Planning Proposal, the Developer offers to enter into a Voluntary Planning Agreement (**VPA**) for the provision of infrastructure relating to the Development in accordance with the terms of this Letter.

WORKS

The following works are offered to Council:

Works	Public Purpose	Value of works	Timing
Construction of an access road off The Northern Road	The provision of infrastructure relating to the land	Subject to Scope and Quantity Surveyor Report	Subject to Council Agreement and at DA Stage

The Developer shall meet with Council to refine the details and scope of the above

items to confirm the estimated value of delivery (**Estimated Value**). This value is to include all costs associated with the delivery of the agreed scope.

Should through the process of detailing the project scope, design, and specifications of the proposed works, it becomes apparent that any of the works cannot be conducted at a reasonable cost by the Developer or if Council require a superior standard of works beyond what is proposed by the Developer, then the equivalent value as outlined above will be paid via a monetary contribution instead. In all circumstances, the agreed scope of works will be capped at a cost equivalent to the Estimated Value.

Other components

Costs: At the DA stage, the Developer offers to pay the Council's reasonable legal costs and disbursements for the review, negotiation, preparation and execution of the Planning Agreement Deed (**Deed**) and the ongoing administration and enforcement of this Deed, to a maximum of \$10,000.00 within 14 days of the provision of an itemised invoice.

Security: If the Developer fails to comply with a requirement under the VPA, has been notified of the requirement and has not remedied that breach within 40 days of receiving notice, Council will have the right to seek to enforce the VPA in any Court of competent jurisdiction. Security for obligations under the VPA can also be provided through conditions of consent that restrict the issue of occupation certificates for any development application pending completion of those obligations.

No fetter: For the avoidance of doubt, nothing in this Letter of Offer is to be construed as requiring the Council to do anything that would cause it to be in breach of any of its obligations at Law, and without limitation:

- a) nothing in this letter of offer is to be construed as limiting or fettering in any way the exercise of any statutory discretion or duty; and
- b) nothing in this letter of offer imposes any obligation on Council to:
 - i. grant any Development Consent; or
 - ii. exercise any function or power under the EPA Act in relation to a change, or a proposed change, in an environmental planning instrument.

Registration: Pursuant to section 7.6 of the EPA Act, Developer agrees that the Deed must be registered on the title to the Development Site prior to the first to occur of:

- i. the issue of the first Construction Certificate with respect to the Development; and
- ii. within 6 months from the commencement of this Deed.

The Developer will, at its own expense, do all things necessary to procure the registration of the Deed. Sufficient provisions will be included in the VPA to facilitate

removal of the VPA when the obligations under the VPA have been performed by the developer or if the Developer surrenders the Development Consent.

Exclusion of s 7.11, 7.12 or 7.24 to the development: The agreement will not exclude the application of section 7.11 or s 7.12 of the EPA Act. Section 7.11(6) of the Act applies to the Works (as defined below) that are to be carried out under this Letter of Offer and are to be considered in determining any section 7.11, 7.12 and 7.24 of the Act contributions for the Development.

Dispute resolution: A dispute resolution mechanism will comprise referral to expert determination where agreement cannot be reached. Parties are to meet within 10 days of notice of a dispute. Disputes are to be resolved through mediation first before either party has a right to commence proceedings.

Commencement: The VPA commences when it has been executed by all the Parties. The Developer's obligation to complete the Works is to occur by the dates in column four above. The Parties acknowledge that the VPA otherwise has no binding obligations on the Developer with respect to the Works.

With Best Wishes,



Dr Shane Geha

Managing Director, EG Property Group