

16 December 2024



Craig Wrightson  
General Manager  
Lane Cove Council  
48 Longueville Rd  
Lane Cove NSW 2066

Attention Mark Brisby, Director – Planning and Sustainability

**Winten (No. 52) Pty Ltd**  
Level 20, 100 Arthur Street  
North Sydney NSW 2060  
PO Box 55  
Camberay NSW 2062  
T +61 2 9929 5000  
[www.winten.com.au](http://www.winten.com.au)  
ACN 60 863 6782

Dear Mark

**RE:OFFER TO ENTER INTO PLANNING AGREEMENT IN CONNECTION WITH PROPOSED REZONING  
177-183 GREENWICH ROAD, GREENWICH**

Winten (No. 52) Pty Ltd offers to enter into a planning agreement in relation to the planning proposal for 177-183 Greenwich Road Greenwich.

The planning proposal seeks to amend the density controls for the site (height RL 21m and 1.7:1 FSR) to allow for a high-density residential development, commensurate with existing neighbouring apartment buildings.

**Public benefits**

We propose to dedicate to Council all the C2 zoned waterfront land, with a combined area of 1,539 m<sup>2</sup> and an estimated value of approximately \$3,000,000. In addition, subject to RMS consent, we propose to assign to Council the maritime lease attaching to 181 Greenwich Road, with the existing boatshed in place.

**Exclusion of sections 7.11/7.12**

The planning agreement will not exclude the operation of sections 7.11 and 7.12 of the *Environmental Planning and Assessment Act 1979* (**the Act**).

**Timing of provision of contributions**

The C2 land will be dedicated to Council, and the maritime lease assigned, prior to the issue of an occupation certificate.

**Registration on title**

We will agree to the registration of the planning agreement on the title of the land. The planning agreement should be removed from the title of residential lots immediately before they are created, provided that we are in compliance with all of our obligations under the planning agreement at that time.

We will also agree to a provision allowing Council to compulsorily acquire the dedication land for \$1 in the event of a breach of the planning agreement in terms of the timeframes required for the dedication of the land.

### **Enforcement mechanisms**

In addition to registration on title, and compulsory acquisition of dedication land, our obligations under the planning agreement would be secured by the restriction on the issue of an occupation certificate, which has statutory force under section 6.10(2)(d) of the Act and clause 48 of the *Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021*.

### **Other issues**

We understand that Council wishes to prepare the first draft of the planning agreement and we confirm that we will pay Council's costs associated with preparation, negotiation, and entering into the planning agreement up to a capped amount of \$20,000.

We acknowledge that the planning agreement will contain other terms to be negotiated between the parties, which will not be inconsistent with the benefits proposed in this letter of offer.

Yours sincerely

A handwritten signature in dark ink, appearing to be 'Chris Ryan', with a stylized, looping design.

**CHRIS RYAN**  
**DEVELOPMENT DIRECTOR**  
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