

14 September 2023

The General Manager
Liverpool City Council
2/33 Moore St
Liverpool NSW 2170

Attention: Lina Kakish

Dear Mr Ajaka,

**LETTER OF OFFER – VOLUNTARY PLANNING AGREEMENT (VPA)
MOOREBANK MARINA – RESIDENTIAL**

Pursuant to section 7.4 of the *Environmental Planning and Assessment Act 1979 (Act)* and part 4, division 1A of the *Environmental Planning and Assessment Regulation 2000*, Tanlane Pty Limited (**Land Owner**) hereby offers to amend the existing Voluntary Planning Agreement (**VPA Offer**) with Liverpool City Council (**Council**) for 146 Newbridge Road, Moorebank (Council Reference VPA-11/A) which currently covers the land as detailed in Table 1.

Table 1

Lot	Deposited Plan (DP)	Address
1	1246745	146 Newbridge Road, Moorebank NSW 2170
2	1246745	146 Newbridge Road, Moorebank NSW 2170
3	1246745	146 Newbridge Road, Moorebank NSW 2170

This VPA Offer relates to the development of the property noted in the table below (**Land**). The Land is included in the area known as Moorebank East - currently the subject of a planning proposal to amend Schedule 1 of the Liverpool Local Environmental Plan 2008 (LLEP) to enable residential development within RE2 zoned land on the Land.

Table 2

Lot	Deposited Plan (DP)	Address
3	1246745	146 Newbridge Road, Moorebank NSW 2170

1. Section 7.11 Contributions:

The VPA will continue to exclude the application of Section 7.11 contributions, Section 7.12 contributions and Section 7.24 Contributions other than in respect of the Liverpool Contributions Plan 2018 – Established Areas but only in respect of the category Community Facilities – District Works.

2. Additional Public Benefits

Mirvac agrees to provide the Additional Public Benefits set out in Schedule 2 subject to the planning proposal being made in the form as submitted to Council. Mirvac reserves the right to amend this Offer should the Planning Proposal be amended prior to its finalisation.

3. Commencement

The VPA will commence from the date that the planning proposal is gazetted.

4. Enforcement and Security

Security will be provided through:

- Provision of a bond or Corporate Guarantee
- registration of the VPA on title of the Land in accordance with Section 5 below;
- restriction on the issue of relevant certificates under Part 6 of the EP&A Act prior to the relevant obligation(s) being satisfied

5. Registration

Upon gazettal the Landowner will enter into the VPA. The VPA will subsequently be registered on the titles of the Land. The VPA will continue to include a mechanism which allows for the VPA to be released from the Land as relevant obligations under the VPA are satisfied.

6. Summary of requirements referred to in section 7.4 of the EP&A Act

Schedule 3 provides a summary of those matters referenced at section 7.4 of the EP&A Act and how these are to be addressed in the VPA.

Mirvac will prepare the amended full VPA document following confirmation from Council that they are generally satisfied with this offer.

Mirvac agree to reimburse Council for reasonable legal costs incurred to negotiate, prepare, and finalise the VPA.

We look forward to Council's response to this VPA Offer.

Your sincerely,

Mirvac Homes (NSW) Pty Ltd



Daniel Seraglio
Development Director

NEWBRIDGE ROAD

BRICKMAKERS DRIVE

GEORGES RIVER

LOT 1
1.722Ha

LOT 2
8.399Ha

LOT 3
12.357Ha

LOT 70 in DP1254888

LOT 1 - ZONED B8
LOT 2 - ZONED R3 & R2
LOT 3 - ZONED R2

**IT IS PROPOSED THAT LOT 70 IN DP1254888 BE SUBDIVIDED INTO THREE (3) LOTS:
LOT 1 - ZONED B8
LOT 2 - ZONED R3 & R2
LOT 3 - ZONED R2**

NOTES:

- THESE NOTES AND LEGEND (IF SHOWN) FORM PART OF THE PLAN AND SURVEY AND MUST REMAIN WITH THE PLAN IN ANY REPRODUCTION IN WHOLE OR PART.
- THE SURVEY INFORMATION SHOWN HERE WAS PREPARED FOR A SPECIFIC PURPOSE FOR THE CLIENT. THE INFORMATION IS NOT TO BE USED FOR ANY OTHER PURPOSE OR BY ANYONE NOT AUTHORISED BY THE CLIENT. IF THIS PLAN HAS BEEN PRODUCED IN ELECTRONIC FORMAT, BE ADVISED THAT THE POSITION OF SOME DETAIL IS SHOWN DIAGRAMMATICALLY ONLY. IN ORDER TO PROVIDE CLARITY ON THE HARD COPY PLAN, SOME TEXT AND LINESTYLES MAY BE SHOWN INCORRECT POSITIONS OR DIFFERENTLY TO THAT EXTENDED, AS YOU MAY BE VIEWING THE DRAWING IN AN INCOMPATIBLE PROGRAM OR VERSION. THE HARD COPY PLAN IS TO BE USED TO CHECK TEXT AND LINESTYLES.
- THIS PLAN HAS BEEN PREPARED FOR HARD COPY (OR PDF) FORMAT ONLY AND IF PROVIDED IN CAD FORMAT ALL DIMENSIONS HEREON TAKE PRECEDENCE OVER ANY INTERPRETATION OF LINEWORKS IN THE CAD FILE. THE PROPOSED BOUNDARY DIMENSIONS SHOWN ARE APPROXIMATE ONLY. THEY HAVE BEEN COMPILED FROM TITLE (DIAGRAMS) AND ALL SURVEYED PLANS AND ARE SUBJECT TO SURVEY.
- (B)** DENOTES PROPOSED RIGHT OF CARRIAGEWAY (5 WIDE)

(R3) DENOTES EXISTING RIGHT OF CARRIAGEWAY (12 WIDE - LIMITED IN HEIGHT TO RL7.2)

(R2) DENOTES EXISTING RIGHT OF FOOTWAY (12 WIDE - LIMITED IN HEIGHT TO RL7.2)

(E) DENOTES EXISTING EASEMENT FOR CONSTRUCTION, MAINTENANCE & REPAIR OF A ROAD BRIDGE (12 WIDE)

(B & 14 WIDE) DENOTES EXISTING EASEMENT FOR BATTER (8 & 14 WIDE)
- #** DENOTES A RESTRICTION TO BE CREATED THAT STATES THAT NO DEVELOPMENT OF ANY BUILDINGS CAN OCCUR UNLESS THE 20M WIDE COLLECTOR ROAD IS CONSTRUCTED AND DEDICATED IN ACCORDANCE WITH THE DCP IS COMPLETED PRIOR TO THE BUILDING DEVELOPMENT.

LEGEND

SYMBOL	DESCRIPTION	REMARKS
(B)	Proposed Right of Carriageway	
(R3)	Existing Right of Carriageway	
(R2)	Existing Right of Footway	
(E)	Existing Easement for Construction, Maintenance & Repair of a Road Bridge	
(B & 14 WIDE)	Existing Easement for Batter	

PROPOSED SUBDIVISION OF LOT 70 IN DP1254888

STAGE 1

PLAN OF PROPOSED TITLES SUBDIVISION OF LOT 70 IN DP1254888

DATE: 10/10/2023
BY: JMD
FOR: JMD

REVISIONS:

NO.	DESCRIPTION	DATE
1	Initial Design	10/10/2023
2	Final Design	10/10/2023

APPROVED: [Signature]
DATE: 10/10/2023

LEGEND

SYMBOL	DESCRIPTION	REMARKS
(B)	Proposed Right of Carriageway	
(R3)	Existing Right of Carriageway	
(R2)	Existing Right of Footway	
(E)	Existing Easement for Construction, Maintenance & Repair of a Road Bridge	
(B & 14 WIDE)	Existing Easement for Batter	

PROPOSED SUBDIVISION OF LOT 70 IN DP1254888

STAGE 1

PLAN OF PROPOSED TITLES SUBDIVISION OF LOT 70 IN DP1254888

DATE: 10/10/2023
BY: JMD
FOR: JMD

REVISIONS:

NO.	DESCRIPTION	DATE
1	Initial Design	10/10/2023
2	Final Design	10/10/2023

APPROVED: [Signature]
DATE: 10/10/2023

Item	Contribution	Timing	Amount of Bond or Bank Guarantee	Percentage of Bond or Bank Guarantee Retained during Defects Liability Period
Construction of "Bike/Pedestrian Path" through the Marina site as shown on the plans attached as Annexure 1 and marked as "H3"	2.5 metres wide	Prior to Occupation Certificate of the first apartment.	\$412,500	10%

	Subject and subsection of the Act	Planning Agreement
1	<p>Planning instrument and/or Development Application – Section 7.4(1)</p> <p>The Landowners have:</p> <p>(a) Sought a change to an environmental planning agreement</p>	<p>(a) Yes</p>

	<p>(b) Made, or propose to make a Development Application</p> <p>(c) Entered into an agreement with, or are otherwise associate with, a person to whom paragraph (a) or (b) applies</p>	<p>(b) No</p> <p>(c) No</p>
2	Description of the land to which the Planning Agreement applies – Section 7.4(3)(a)	Refer to Schedule A
3	Description of the change to the environmental planning instrument or development to which the Planning Agreement applies – Section 7.4(3)(b)	<p>The VPA relates to the proposed amendment of the <i>Liverpool Local Environmental Plan 2008</i> in relation to the Planning Proposal.</p> <p>The Planning Proposal seeks to amend <i>Liverpool Local Environmental Plan 2008</i> to include a site specific provision under Schedule 1 to enable residential accommodation as an additional permitted use, amend the Key Sites map to include a designated area for residential accommodation, amend the maximum permissible Height of Building to 35m and amend the maximum permissible Floor Space Ratio to 0.4:1.</p>
4	The nature and extent of the provision to be made by the developer under the agreement, the time or times by which the provision is to be made and the manner by which the provision is to be made – Section 7.4(3)(c)	Refer Schedule 2
5	Exclusion (wholly or in part) of section 7.11, 7.12 or 7.24 contributions - Section 7.4(3)(d)	<p>The VPA will exclude the application of Section 7.11 contributions</p> <p>The VPA will exclude the application of Section 7.12 contributions</p> <p>The VPA will exclude the application of Section 7.24 contributions</p>
6	Whether benefits under the agreement are or are not to be taken into consideration in determining a development contribution under section 7.11 – Section 7.4(3)(e)	Benefits are to be taken into consideration.
7	Mechanism for dispute resolution - Section 7.4(3)(f)	A standard dispute resolution mechanism and relevant clauses shall be maintained within the VPA.
8	Enforcement of the Planning Agreement by a suitable means – Section 7.4(3)(g)	Suitable security, such as the provision of a bond or corporate guarantee and/or the registration of the VPA on the certificate of title to be maintained.

Annexure 1:

ANNEXURE 1
DEVELOPER MARINA DEVELOPMENT APPROVED

