

BRITELY

P R O P E R T Y

2 July 2019

General Manager
Inner West Council
7-15 Wetherill Street,
Leichhardt NSW 2040

Local Voluntary Planning Agreement (VPA) Draft Letter of Offer 1-5 Chester Street, Annandale

Dear General Manager,

The purpose of this letter is to make a draft letter of offer (**VPA Offer**) under section 93F of the *Environmental Planning and Assessment Act 1979 (EPA Act)* to enter into a Voluntary Planning Agreement (**VPA**) with Inner West Council (**Council**) in connection with the proposed amendments to the Leichhardt Local Environmental Plan 2013 (**LLEP 2013**) where it applies to Allotment 11 in DP 499846 (the **land**).

In summary, the terms of the VPA are proposed to be as follows:

1. Parties

The parties to the Planning Agreement will be:

- Corvas Pty Ltd (ACN 606 079 243) (**Developer**):
 - Ph: (02) 9896 7727
 - Mob: +64 11 678 018
 - Email: asicari@britely.com.au
- Inner West Council (**Council**).

In this Planning Agreement, the role of:

- The Developer is to deliver contributions as works in kind in accordance with the below to deliver public benefit in connection with proposed amendments to LLEP 2013 where it applies to the land.
- The Council is to apply the Contribution to implement public benefit works in accordance with the relevant local infrastructure plan.

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LEVEL 2, 210 CLARENCE STREET, SYDNEY NSW 2000

2. Description of the land (s93F(3)(a))

The Planning Agreement will apply to Allotment 11 in DP 499846, otherwise known as 1-5 Chester Street, Annandale NSW 2038 (**land**). Under existing conditions, the land is in the ownership of Mr Peter Fitzhenry with arrangements in place for the Developer to finalise acquisition (settle) the land in the future. Confirmation of the owner's consent to the VPA offer is annexed to this letter.

3. Description of the development application/change to an environmental planning instrument (s93F(3)(b)(i))

The Planning Agreement relates to the proposed amendments to the LLEP 2013 where it applies to the land as follows:

- Land use zone: Retain IN2 Light Industrial use, but include a special provision to allow Boarding House as an additional permitted use. The special provision will permit:
 - Minimum 0.75:1 FSR of Employment Use, targeted at creative office, education, health and innovation use.
 - Maximum 2:1 FSR for Boarding House, exclusively for Student use.
- Maximum height of buildings: From nil (N/A) to P2 – 17m.

The Planning Proposal and associated documentation are submitted together with this letter. Draft planning maps are attached in Appendix 1 of this letter.

4. Nature and extent of the provision to be made by the developer, and the times and manner in which the provision is to be made (s93F(3)(c))

The Planning Agreement provides that the Developer will make a contribution to local infrastructure equivalent to the Section 94 plan applicable and subject to the approved development consent:

- improvements to the adjoining existing pocket park at the terminus of Chester Street, south of Johnstons Creek, including:
 - Landscaped treatment to enhance the public domain;
 - Lighting (pathway bollard lights) to enhance security at night; and
 - Public art including graffiti wall (to be decided following local artist competition) to replace existing graffiti-covered wall within the subject site.
- A commitment to sustainability via a minimum 4 star Green Star design;
- A commitment to deliver 100% of residential floorspace as affordable housing, in the form of Boarding House use in perpetuity; and
- The Developer is committed to Design Excellence on the site and will adhere to Inner West Council Design Excellence requirements.

The above contributions are made to the Council independently of any regional infrastructure contributions payable to the Department of Planning for regional infrastructure.

Additionally, the developer confirms their willingness to pay Council's reasonable legal fees and associated costs of preparing and notifying the Planning Agreement, up to a maximum of \$5,000.

Contributions are to be paid by the Developer via construction in line with the main works of the Project.

Works in Kind are subject to agreement between the parties and will be delivered during construction of the Project and be certified prior to issuing the final Occupation Certificate.

5. Mechanisms for resolution of disputes (s93(3)(f))

Disputes are to be resolved via mediation.

6. Enforcement of the agreement by a suitable means (s93F(3)(g))

The planning agreement is to be registered on title and released once the monetary contributions are delivered

A copy of the relevant Planning Proposal submission materials have been provided to Council along with this letter. These documents will provide you with a comprehensive understanding of this matter.

A Title Search and Letter of Authority to Lodge are included as Appendix 2 and 3 of this Letter.

We look forward to receiving the Council's response to the above VPA Offer. Please do not hesitate to contact the undersigned if you have any questions or would like to discuss the above.

Sincerely,

Britely Property

Appendix 1 – Proposed amendments to Leichhardt Local Environmental Plan 2013

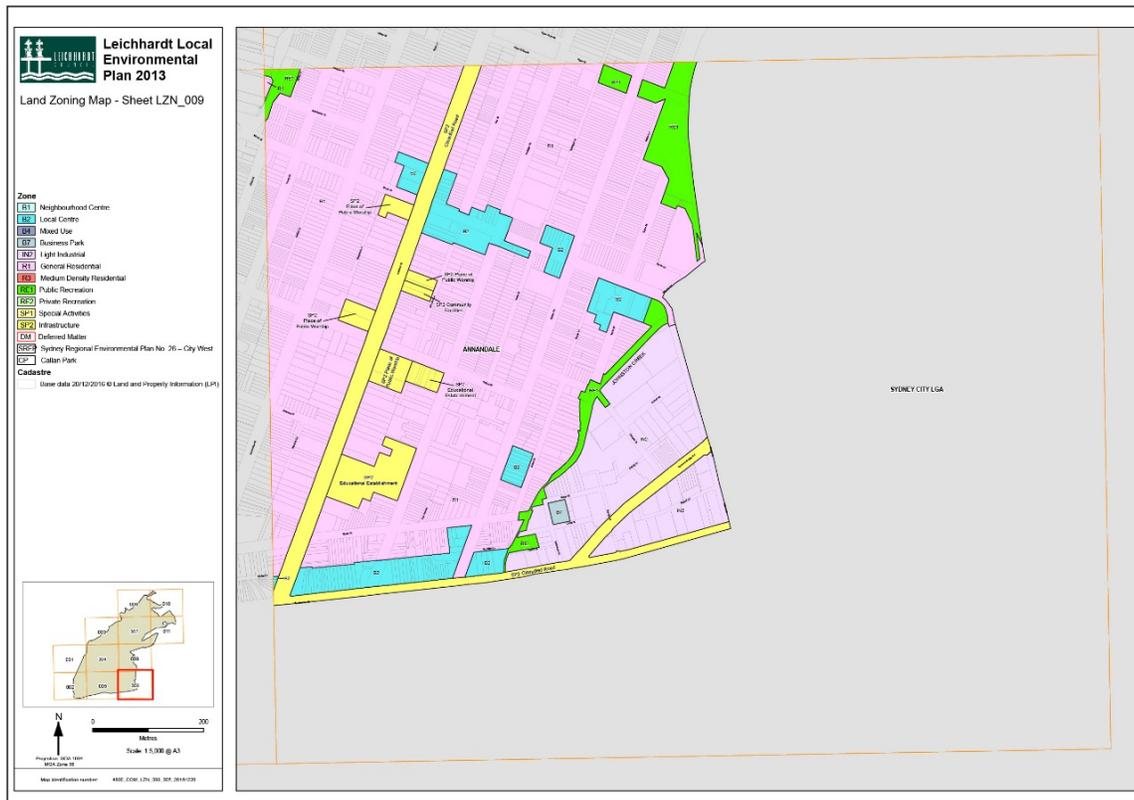


Figure 1: Current Land Use Zoning Map (no change)



Figure 2: Current Height of Buildings Map (no height limit)

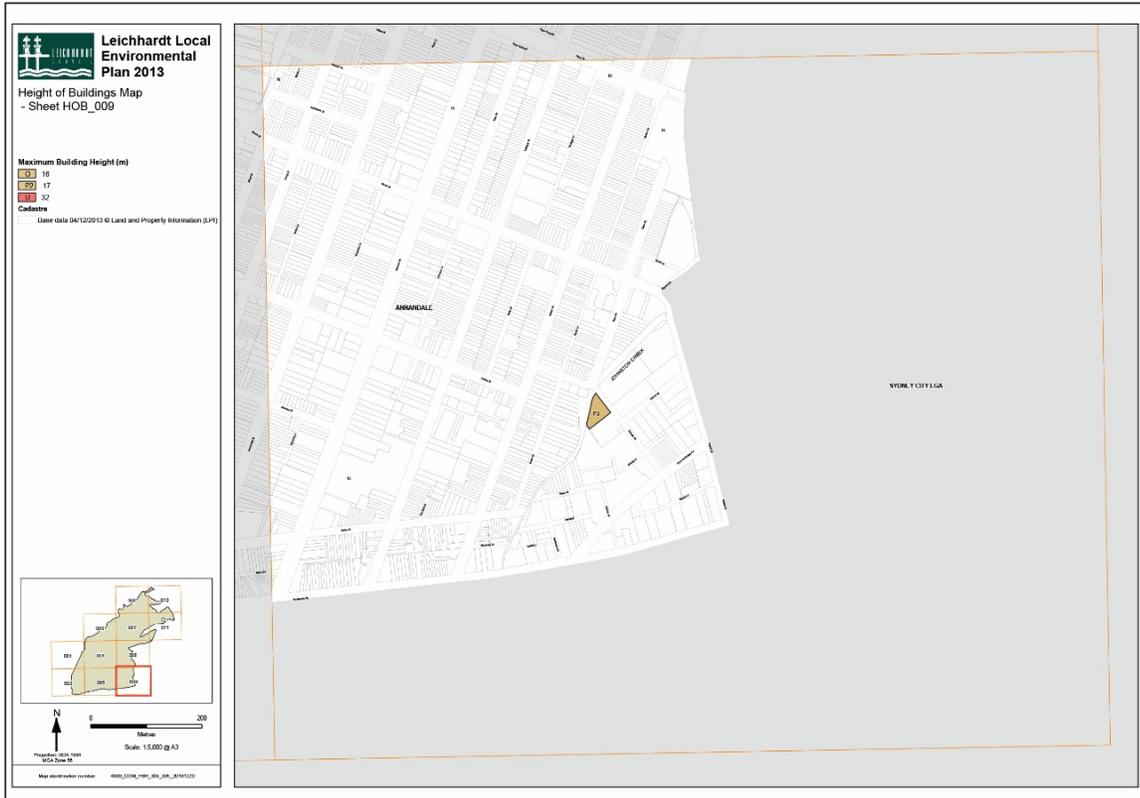


Figure 3: Amended Height of Buildings Map (17m)

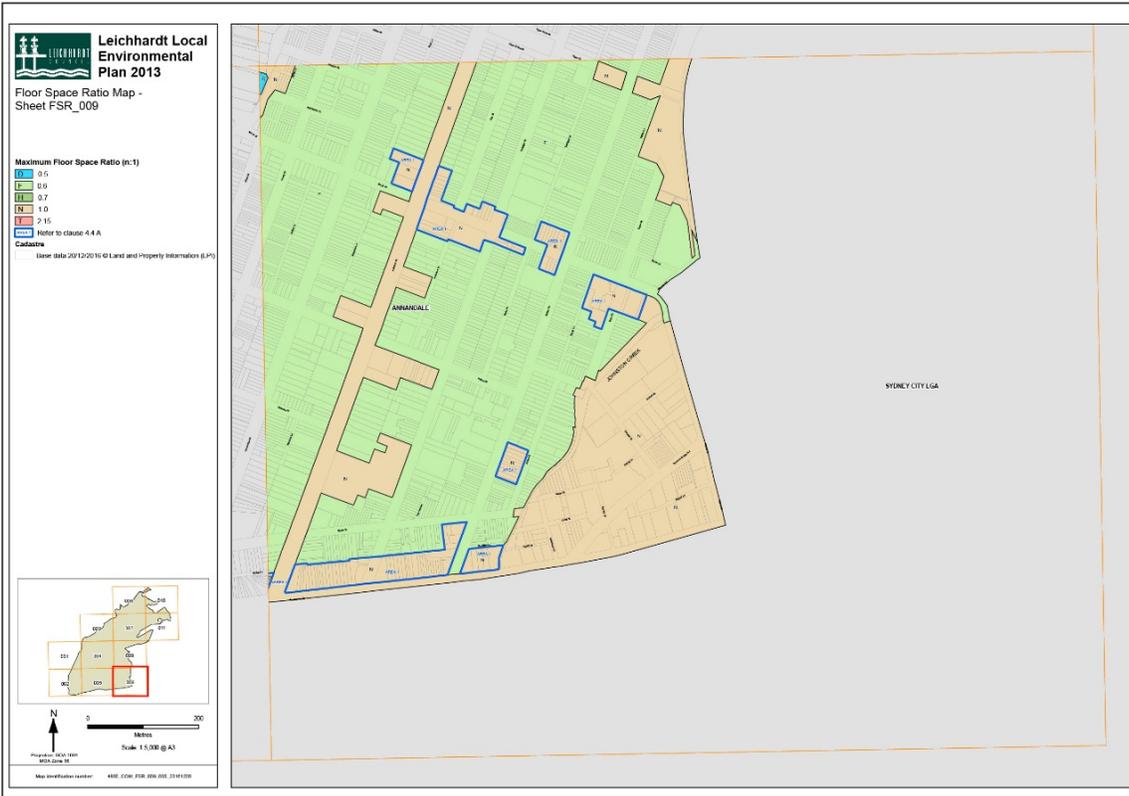


Figure 2: No change to FSR Map (Change in controls via site specific special clause)

Draft Key Site Special Provision clause 6.XX of Leichhardt LEP (2013)

6.XX Development of land at 1-5 Chester St, Annandale

- (1) The objective of this clause is to enable Boarding House with minimal adverse impacts.
- (2) This clause applies to 1-5 Chester St Annandale, Allotment 11 in DP 499846 as shown on the Key Sites map.
- (3) Despite clauses 4.4 and 4.4A, the maximum floor space ratio for development for the purposes of Boarding House on land to which this clause applies is 2:1, but only if the consent authority is satisfied that:
 - (a) the Boarding House is made available for the exclusive use of Students only, and
 - (b) a minimum floor space ratio of 0.75:1 is provided for employment floorspace on the Ground and Lower Ground levels targeted at creative office, health, education and innovation users.
- (5) In this clause:

Boarding House has the same meaning as in State Environmental Planning Policy (Affordable Rental Housing) 2009.

Appendix 2 – Title Search



Order number: 48957288
Your Reference: 657550
23/01/18 15:39



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 11/499846

SEARCH DATE	TIME	EDITION NO	DATE
23/1/2018	3:39 PM	2	12/1/2004

LAND

LOT 11 IN DEPOSITED PLAN 499846
AT CAMPERDOWN
LOCAL GOVERNMENT AREA INNER WEST
PARISH OF PETERSHAM COUNTY OF CUMBERLAND
TITLE DIAGRAM DP499846

FIRST SCHEDULE

PETER JOHN FITZHENRY

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 A965109 EASEMENT APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE LAND SHOWN SO BURDENED IN DP174289
- 3 A965109 EASEMENT AFFECTING THE PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN DP174289
- * 4 AM949456 CAVEAT BY CORVAS PTY LTD

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PRINTED ON 23/1/2018

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.
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Appendix 3 – Authority to Lodge

Annexure D Consent

To Inner West Council and Minister for Planning and any other authority

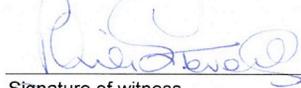
Property: 1-5 Chester Street Camperdown NSW 2050 (Folio Identifier 11/499846)

TAKE NOTICE THAT **Peter John Fitzhenry** is the registered proprietor of the above Property and hereby consent to **Corvas Pty Ltd ACN 606 079 243** or its nominee:

- a) lodging any application, including any development application, in respect of or relating to the Property and related appeals;
- b) lodging any application to vary any approvals, including any development consents, arising from such applications;
- c) lodging any other documents or submitting any other correspondence in relation to any application or approval referred to in paragraphs a) and b) above;
- d) negotiating and pursuing a Voluntary Planning Agreement (VPA), or similar, for the relevant development application and consent to such process is hereby irrevocably given; and
- e) acting as the agent to deal as the 'Applicant' and enter into any agreements with consent authorities in respect to the Property and any associated development of the Property.

Dated: 9 June 2017

Signed, sealed and delivered by Peter John Fitzhenry in the presence of:



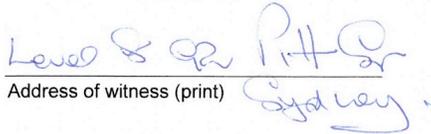
Signature of witness



Signature of **Peter John Fitzhenry**



Full name of witness (print)



Address of witness (print)