

Cumberland City Council
General Manager
PO Box 42
MERRYLANDS NSW 2160

30 November 2023

Our ref MYP 226772

Attention: Peter J Fitzgerald

Email: peter.j.fitzgerald@cumberland.nsw.gov.au

Dear Mr Fitzgerald

**Letter of Offer to enter into Voluntary Planning Agreement for Planning Proposal
Merrylands (B) 88 Development Pty Limited and Cumberland City Council
2 Neil Street, Merrylands and 4 & 4A Terminal Place, Merrylands ('Subject Property')**

We act on behalf of Merrylands (B) 88 Development Pty Limited (the '**Proponent**') in relation to the subject property.

The Proponent formally offers to enter into a Planning Agreement with Cumberland City Council ('**Council**') pursuant to section 7.4 of the *Environmental Planning and Assessment Act 1979* ('**the Act**') and in connection with Planning Proposal (PP2023-1956) proposed future development application following approval of Planning Proposal (PP2023-1956), and public domain works for the public benefit to be constructed within the Subject Property (subject to a development application.)

This letter constitutes the Proponent's formal letter of offer ('**Letter of Offer**') for the subject property.

For an abundance of clarity, this Letter of Offer is in connection with three (3) proposed applications which form part of the *Merrylands Masterplan, the Gladstone Village* (plan of the proposed *Gladstone Village* at Schedule 2):

1. Planning Proposal (PP2023-1956) for Stage 3 Station side tower

This is considered as 'Stage 3' and 'Site 2' of works proposed to be completed as part of the Merrylands Masterplan of the Gladstone Village.

Planning Proposal (PP2023-1956) proposes to amend the *Cumberland Local Environmental Plan 2021* with an increase to maximum height of buildings, an increase to maximum floor space ratio and to add additional permitted uses to the subject property.

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(‘the **Planning Proposal**’)

2. Proposed Future Development Application

The Proponent proposes to lodge a future development application that will seek consent to develop the subject property in accordance with any amendments to the *Cumberland Local Environmental Plan 2021* as approved by the Planning Proposal.

(‘the **Future Development Application**’)

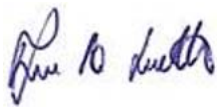
3. Proposed public domain works for the public benefit (subject to a development application)

Public domain works for the public benefit, to be constructed within the subject property (and subject to a development application), will comprise of nine (9) distinct components that will revitalise the Merrylands Town Centre and promote safe and walkable connection in accordance with the vision of the Merrylands Town Centre Precinct Development Control Plan.

The terms of the proposed Planning Agreement, in accordance with s7.4(3) of the Act, are summarised in Schedule 1 of this Letter of Offer.

We are of the view that this Letter of Offer is consistent and has considered the matters outlined with Council’s Planning Agreement Policy, Council’s Planning Agreement Guidelines revised December 2022, the Cumberland Local Infrastructure Contributions Plan 2021 and the Former Holroyd Section 94 Development Contributions Plan.

Yours faithfully
Bartier Perry



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Schedule 1

Terms to Planning Agreement	
Item	Terms
Parties to the Planning Agreement	Cumberland City Council (as Council); Merrylands (B) 88 Pty Limited (as the developer of the Land); and Merrylands 88 Pty Ltd as the owner of the Land.
Land	Lot 2 in DP1217412, Lot 1 in DP229589 and Lot 1 in DP1173048 otherwise known as 2 Neil Street, Merrylands, and 4 & 4A Terminal Place Merrylands.
Planning Proposal and Development Applications	This Planning Agreement will be in connection with: 1. Planning Proposal (PP2023-1956) (the Planning Proposal); 2. a proposed future development consent seeking consent to develop the Land in accordance with the Planning Proposal approval (Future Development Application); and Public domain works for the public benefit, to be constructed within the Land (and subject to a development application).
Monetary Contribution	Not applicable.
Works	The Proponent will deliver a Public Domain within the precinct (Neil St Park, Terminal Park and Boulevard Park) in accordance with the development application associated with the public domain works.
Dedication of Land	Not applicable.
Other Public Benefits	<p>The Proponent acknowledges that, if required, they will negotiate with Council to deliver additional public benefits deemed to be in the public interest. This may include delivery of civil, community or public/ servicing facilities.</p> <p>The Proponent, at its sole discretion, will determine whether the additional public benefits (if any) sought by Council are reasonable and within the scope to be delivered.</p> <p>Any additional public benefits must be agreed by both the Proponent and Council.</p>
Application of section 7.11, 7.12 and 7.24	The public benefits proposed in <i>Works and Other Public Benefits</i> of this Schedule are to be used as an offset to any s7.11 contributions payable under the Act and applicable to the Future Development Application.

	<p>This Letter of Offer excludes the application of s7.12 of the Act.</p> <p>This Letter of Offer does not exclude the application of s7.24 of the Act to the Development.</p>
Registration	The Proponent acknowledges that the Planning Agreement will be required to be registered until such time that the obligations required of the Proponent under the Planning Agreement have been complied with.
Security	Not applicable.
Restrictions on Issue of Certificates	Not applicable.
Dispute Resolution	<p>In the event a dispute arises between the parties, the matter is to be mediated at first instance in accordance with the mediation rules of the Institute of Arbitrators and Mediators Australia (NSW Chapter). Each party is to pay their own costs of the mediation.</p> <p>If the dispute is not resolved at mediation, the matter will proceed to be determined by an independent expert.</p>
Other Terms	<p>The public benefits proposed in <i>Works and Other Public Benefits</i> of this Schedule are to be used as an offset against:</p> <ol style="list-style-type: none"> 1. any s7.11 and s7.12 contributions payable under the Act; AND 2. any uplift contributions which may be required by Council, <p>which are or may be payable under any of the applications/ proposals outlined in <i>Planning Proposal and Development Applications</i> of this Schedule.</p>
Costs	The Proponents agrees to pay Council's costs incurred of and incidental to the negotiation, preparation and entering into a Planning Agreement in accordance with this Letter of Offer to a maximum amount of \$5,000.00.

Schedule 2

Proposed Gladstone Village



THE

GLADSTONE

VILLAGE

