

17 July 2025

Mr Michael Edgar  
General Manager  
The Hills Shire Council  
3 Columbia Court  
Norwest NSW 2153

The Hon. Paul Scully  
Minister for Planning and Public Spaces  
Department of Planning, Housing and Infrastructure  
Locked Bag 5022  
Parramatta NSW 2124

### By Email

Dear Minister and Mr Edgar

### Letter of Offer to enter a Voluntary Planning Agreement Land: 38z and 40 Memorial Avenue, Bella Vista (Lot 1 DP1237055 and Lot 1 DP1298513)

Landen Dev No. 8 Pty Ltd (**Developer**) is the registered proprietor of the Land and the applicant for consent of State Significant Development Application SSD-80102979 (**SSD Application**).

The SSD Application seeks consent for the staged construction of a residential flat building comprising four residential towers and incorporating 444 dwellings and associated works on the Land (**Development**). The Developer anticipates lodging the Environmental Impact Statement for the SSD Application by 30 July 2025.

The Developer is also the proponent of Development Application 563/2024/ZB, approved on 5 March 2025, for the subdivision of the Land to create three lots, including new roads, a bridge/creek crossing and the construction of a roundabout (**Infrastructure DA**).

The Developer proposes to offset the value of the works which will be delivered under the Infrastructure DA against the Developer's liability to pay section 7.11 development contributions for the Development.

The Developer offers to enter into a Voluntary Planning Agreement (**VPA**) with The Hills Shire Council (**Council**) and Minister for Planning and Public Spaces (**Minister**) under section 7.4 of the *Environmental Planning and Assessment Act 1979* (**EP&A Act**) on the terms set out in this Letter of Offer (**Offer**).

#### 1. Parties to the VPA

The parties to the VPA will be:

- (a) Landen Dev No. 8 Pty Ltd;
- (b) The Hills Shire Council; and

(c) Minister for Planning and Public Spaces.

As the VPA will exclude the operation of sections 7.11 and 7.12 of the EP&A Act, the Minister, as consent authority for the SSD Application, is required to be a party under section 7.4(3A) of the EP&A Act.

## 2. Application of the VPA

The VPA will apply to the:

- (a) Land identified at Schedule 1; and
- (b) development of the Land as approved by the SSD Application and Infrastructure DA.

## 3. Operation

The VPA will operate on and from the date of the latter occurring:

- (d) the VPA is executed by the parties; and
- (e) the consent is granted to the SSD Application.

## 4. Application of sections 7.11 and 7.12 and Subdivision 4 of Division 7.1 of the EP&A Act

The VPA **excludes** the application of sections 7.11 and 7.12 of the EP&A Act.

The VPA **does not exclude** the application of Subdivision 4 of Division 7.1 of the EP&A Act.

## 5. Development Contributions

The Developer proposes to provide Development Contributions in the manner set out at Schedule 2.

### Monetary Contribution

As detailed at clause 1.1 of Schedule 2, the Developer proposes to pay a Monetary Contribution to Council in the amount of \$5,189,276.86.

The Monetary Contribution has been calculated as the difference between the Developer's liability to pay section 7.11 contributions for the Development (\$11,135,507.86, subject to indexation) and the value of the Works in Kind proposed to be delivered under this VPA (\$5,946,231, subject to indexation) (as approved under the Infrastructure DA and SSD Application). The quantum of the Monetary Contribution is based on the proposed yield for the Development. The VPA will include a mechanism to ensure the amount of contributions payable corresponds with the final dwelling yield and mix for the Development.

In accordance with Part 8.10 of The Hills Planning Agreement Policy (27/2021-2024), the Monetary Contribution will be adjusted by reference to consumer price index (Sydney – All Groups) annually.

As detailed at clause 1.2 of Schedule 2, the Developer proposes to deliver the Material Public Benefits required under *Contributions Plan No.18 – Bella Vista & Kellyville Station Precincts (Contributions Plan No. 18)*.

#### Dedication of Land

As detailed at clause 1.3 of Schedule 2, the Developer proposes to dedicate to Council that part of the Land identified as Lot 11 and road reserves No.01 and 02 on the plan at Schedule 3.

Pursuant to clause 8.3 of *The Hills Local Environmental Plan 2019*, the land proposed to be dedicated to Council will be included in the calculation of the site area for the purpose of applying a floor space ratio.

#### 6. **Enforcement of the VPA**

The VPA will include the following enforcement mechanisms to secure the performance of the Developer's obligations under the VPA:

- (a) the Developer will register the VPA on the title of the Land promptly following execution by the parties;
- (b) if the Developer fails to comply with its obligations in respect of the dedication of land, Council may compulsorily acquire that land under the *Land Acquisition (Just Terms Compensation) Act 1991 (NSW)* for \$1;
- (c) Council may withhold Construction Certificates, Occupation Certificates and/or Subdivision Certificates for the Infrastructure DA or SSD Application until relevant obligations are satisfied; and
- (d) the Developer agrees to provide an unconditional bond or bank guarantee to the full value of the Works-In-Kind proposed to be delivered under the VPA to be provided following execution of the VPA.

#### 7. **Dispute resolution**

The VPA will include the dispute resolution mechanisms included in Council's VPA template (including expert determination).

#### 8. **Costs**

The Developer agrees to pay Council's and the Minister's reasonable costs in relation to the preparation and notification of the VPA.

#### 9. **Limitation of liability**

10. The VPA will include the Developer's limitation of liability clause as set out at Schedule 4.

The Developer anticipates preparing the VPA document following confirmation that Council and the Minister are generally satisfied with this Offer.



Should you have any further questions in relation to the Offer, please contact Oscar Saunders at [oscar@landen.com.au](mailto:oscar@landen.com.au).

Yours faithfully

A handwritten signature in black ink, appearing to read "Oscar", is positioned above the typed name.

Oscar Saunders – Development Manager

0411 129 455

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Folio Identifier	Registered proprietor
Lot 1 DP1237055	Landen Dev No. 8 Pty Ltd
Lot 1 DP1298513	Landen Dev No. 8 Pty Ltd

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## Schedule 2 - Development Contributions

### 1.1 Monetary Contribution

Item No.	Description	Timing
1.	<p><b>Monetary Contribution</b></p> <p>The Developer will pay \$5,189,276.86 (subject to adjustment by CPI) to Council.</p> <p>The Monetary Contribution has been calculated based on the current dwelling yield and mix proposed for the Development and the unindexed value of the contribution items set out in Contributions Plan No. 18.</p> <p>Prior to entry into the VPA the Monetary Contribution amount is to be adjusted to account for:</p> <ul style="list-style-type: none"><li>(a) indexation with CPI; and</li><li>(b) the existing dwelling on the Site.</li></ul>	<p>The Monetary Contribution will be paid to Council in the following instalments:</p> <ul style="list-style-type: none"><li>1. 20% prior to the issue of the first Occupation Certificate for Building A;</li><li>2. 28% prior to the issue of the first Occupation Certificate for Building B;</li><li>3. 24% prior to the issue of the first Occupation Certificate for Building C; and</li><li>4. 28% prior to the issue of the first Occupation Certificate for Building D.</li></ul>

### 1.2 Works in Kind

Item No.	Description	Timing	Contribution value
	Infrastructure DA works		

Item No.	Description	Timing	Contribution value
1.	<b>Roundabout (CP18BVKRT10)</b> Construction of a roundabout north of District Open Space in Bella Vista Precinct.	Prior to the issue of the Subdivision Certificate for the Infrastructure DA.	\$501,500 <sup>^</sup>
2.	<b>Bridge (CP18BVKRT11)</b> Construction of vehicular bridge across Elizabeth Macarthur Creek.	Prior to the issue of the Subdivision Certificate for the Infrastructure DA.	\$4,894,211 <sup>*^</sup>
<b>SSD Application works</b>			
3.	<b>Water Management (CP18BVKDR5)</b> Gross Pollutant Trap - Riparian Open Space (North-East of District Open Space).	Prior to the issue of the Occupation Certificate for Building A in the Development.	\$150,000 <sup>^</sup>
4.	<b>Water Management (CP18BVKDR6)</b> Gross Pollutant Trap - Near intersection of Memorial Avenue and new Precinct Road	Prior to the issue of the Occupation Certificate for Building A in the Development.	\$150,000 <sup>^</sup>
5.	<b>Linear Path (CP18BVKRT13)</b> Construction of part of the path along the creek (Bella Vista Precinct)	Prior to the issue of the Occupation Certificate for Building B in the Development.	\$250,520 <sup>^</sup>
			<b>TOTAL: \$5,946,231</b>



## 1.3 Dedication Land

Item No.	Description	Timing	Contribution value
1.	The Developer will dedicate to Council, at no cost to Council, that part of the Land identified as Lot 11 in the plan at Schedule 3	Prior to the issue of the Subdivision Certificate for the Infrastructure DA.	\$Nil
2.	The Developer will dedicate to Council, at no cost to Council, the part of the Land identified as road reserves No.01 and 02 on the plan at Schedule 3.	Prior to the issue of the Subdivision Certificate for the Infrastructure DA.	\$Nil

^The contribution item value is to be indexed in accordance with CPI prior to entering the VPA.

\*The contribution value for this contribution item is based on the specifications approved under the Infrastructure DA, which require the bridge to be constructed to a higher level than specifications proposed under Contributions Plan No. 18 due to the requirement for additional flooding and creek works which were realised during the Infrastructure DA design process.

## Schedule 3 – Dedication Land Plan

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## Schedule 4 – Limitation of liability clause

### Limitation of liability

- (a) Landen Dev No. 8 Pty Ltd (**Trustee**) enters into this Deed solely in its capacity as trustee of the Landen Dev No. 8 Unit Trust (**Trust**) and it undertakes all covenants, terms and conditions on its part to be observed or performed solely in that capacity. No debt, duty, liability or obligation arising under this Deed will accrue to, or be enforced against, the Trustee in its personal capacity. The Trustee ceases to have any obligations and liabilities under this Deed if the Trustee ceases for any reason to be the trustee of the Trust.
- (b) The Trustee is not required to satisfy any liability arising under or in respect of this Deed out of any Trusts, property or assets other than the extent to which it is entitled to and does actually obtain an indemnity from the assets of the Trust. However, this does not apply to the extent that the Trustee's right to be indemnified out of the assets of the Trust has been reduced by reason of fraud, negligence or wilful default by the Trustee in the performance of the Trustee's duties as trustee of the Trust.
- (c) If any party to this Deed other than the Trustee does not recover all money owing to it in under this Deed it may not seek to recover the shortfall by bringing proceedings against the Trustee in its personal capacity or applying to have the Trustee wound up or proving the winding up of the Trustee.
- (d) The Trustee is not obliged to do or refrain from doing anything under this Deed (including incurring any liability) unless its liability is limited in the same manner as set out in this clause.

17 July 2025

Mr Michael Edgar  
General Manager  
The Hills Shire Council  
3 Columbia Court  
Norwest NSW 2153

## By Email

Dear Mr Edgar

### **Letter of Offer to enter a Voluntary Planning Agreement Land: 38z and 40 Memorial Avenue, Bella Vista (Lot 1 DP1237055 and Lot 1 DP1298513)**

Landen Dev No. 8 Pty Ltd (**Developer**) is the registered proprietor of the Land and the applicant for consent of State Significant Development Application SSD-80102979 (**SSD Application**), expected to be lodged by 30 July 2025.

The Developer offers to enter into a Voluntary Planning Agreement (**VPA**) with The Hills Shire Council (**Council**) under section 7.4 of the *Environmental Planning and Assessment Act 1979* (**EP&A Act**) on the terms set out in this Letter of Offer (**Offer**).

The Offer is made in connection with the SSD Application which seeks consent for the staged construction of a residential flat building development comprising four residential towers, incorporating 444 dwellings and associated works on the Land (**Development**).

#### 1. **Parties to the VPA**

The parties to the VPA will be:

- (a) Landen Dev No. 8 Pty Ltd; and
- (b) The Hills Shire Council.

#### 2. **Application of the VPA**

The VPA will apply to the:

- (a) Land identified at Schedule 1; and
- (b) Development.

#### 3. **Operation**

The VPA will operate on and from the date of the latter occurring:

- (a) the VPA is executed by the parties; and

(b) the consent is granted to the SSD Application.

4. **Application of sections 7.11 and 7.12 and Subdivision 4 of Division 7.1 of the EP&A Act**

The VPA **does not exclude** the application of sections 7.11 and 7.12 of the EP&A Act.

The VPA **does not exclude** the application of Subdivision 4 of Division 7.1 of the EP&A Act.

5. **Development Contributions**

The Land is identified on *The Hills Local Environmental Plan 2019 (LEP) Affordable Housing Map* as requiring an affordable housing contribution equivalent to 7% of the gross floor area of the residential component of the Development.

In accordance with clause 7.28(7)(b) of the LEP, the Developer proposes to make a monetary contribution to Council in lieu of delivering affordable housing units as part of the Development in the manner set out in Schedule 2.

The Affordable Housing Contribution has been calculated by reference to the market value of dwellings of a similar size to the dwellings that will be delivered of the Development in accordance with clause 7.28(8) of the LEP.

Included at Schedule 3 is a market value assessment prepared in support of the calculation of the Affordable Housing Contribution.

6. **Enforcement of the VPA**

The VPA will include the following enforcement mechanisms to secure the performance of the Developer's obligations under the VPA:

- (a) the Developer will register the VPA on the title of the Land promptly following execution by the parties; and
- (b) Council may withhold Occupation Certificates for the Development until relevant obligations are satisfied.

7. **Dispute resolution**

The VPA will include the dispute resolution mechanisms included in Council's VPA template (including expert determination).

8. **Costs**

The Developer agrees to pay Council's reasonable costs in relation to the preparation and notification of the VPA.

9. **Limitation of Liability**

The VPA will include the Developer's limitation of liability clause as set out at Schedule 4.

The Developer anticipates preparing the VPA document following confirmation that Council is generally satisfied with this Offer.

Should you have any further questions in relation to the Offer, please contact Oscar Saunders at [oscar@landen.com.au](mailto:oscar@landen.com.au).

Yours faithfully



Oscar Saunders – Development Manager

0411 129 455

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## Schedule 1 - Land

Folio Identifier	Registered proprietor
Lot 1 DP1237055	Landen Dev No. 8 Pty Ltd
Lot 1 DP1298513	Landen Dev No. 8 Pty Ltd

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## Schedule 2 - Development Contributions

### 1.1 Affordable Housing Contribution

Description	Timing
<p><b>Affordable Housing Contribution</b></p> <p>The Developer will make a monetary contribution of <b>\$30,895,400</b> (equivalent to \$863,000 per dwelling) to Council.</p> <p>The Affordable Housing Contribution will be adjusted by consumer price index (Sydney – All Groups) annually, up until the date on which the first Construction Certificate is issued for the Development.</p>	<p>The Affordable Housing Contribution will be paid to Council in the following instalments:</p> <ol style="list-style-type: none"> <li>1. 20% prior to the issue of the first Occupation Certificate for Building A;</li> <li>2. 28% prior to the issue of the first Occupation Certificate for Building B;</li> <li>3. 24% prior to the issue of the first Occupation Certificate for Building C; and</li> <li>4. 28% prior to the issue of the first Occupation Certificate for Building D.</li> </ol>



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**Schedule 3 – Affordable Housing Contribution – Assessment**

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## Schedule 4 – Limitation of Liability clause

### Limitation of liability

- (a) Landen Dev No. 8 Pty Ltd (**Trustee**) enters into this Deed solely in its capacity as trustee of the Landen Dev No. 8 Unit Trust (**Trust**) and it undertakes all covenants, terms and conditions on its part to be observed or performed solely in that capacity. No debt, duty, liability or obligation arising under this Deed will accrue to, or be enforced against, the Trustee in its personal capacity. The Trustee ceases to have any obligations and liabilities under this Deed if the Trustee ceases for any reason to be the trustee of the Trust.
- (b) The Trustee is not required to satisfy any liability arising under or in respect of this Deed out of any Trusts, property or assets other than the extent to which it is entitled to and does actually obtain an indemnity from the assets of the Trust. However, this does not apply to the extent that the Trustee's right to be indemnified out of the assets of the Trust has been reduced by reason of fraud, negligence or wilful default by the Trustee in the performance of the Trustee's duties as trustee of the Trust.
- (c) If any party to this Deed other than the Trustee does not recover all money owing to it in under this Deed it may not seek to recover the shortfall by bringing proceedings against the Trustee in its personal capacity or applying to have the Trustee wound up or proving the winding up of the Trustee.
- (d) The Trustee is not obliged to do or refrain from doing anything under this Deed (including incurring any liability) unless its liability is limited in the same manner as set out in this clause.