

11 October 2011

BY EMAIL

Attention Mr Sam Haddad

Director-General
NSW Department of Planning
GPO Box 39
SYDNEY NSW 2001

Dear Mr Haddad

Proponent's outline of offer, pursuant to s.93F of the *Environmental Planning and Assessment Act 1979* ('Act'), to enter into a Voluntary Planning Agreement in respect of the Concept Plan and Project Application for the development of 708 Mamre Road, Kemps Creek – LOGOS Kemps Creek Logistics Project ('Project')

We write on behalf of our client, Mamre Road Developments Pty Ltd (trading as LOGOS Property) (the **Proponent**), in relation to the Project (Concept Plan Application No. 10_0061 and Project Application No. 10_0062) and its proposed offer to enter into a Voluntary Planning Agreement (**VPA**) with the Minister for Planning and Infrastructure.

Background to the Project

LOGOS Property (LOGOS) is seeking concept plan and project approval to construct and operate a campus style industrial estate comprising of 11 warehouse and distribution centres on 52 hectares of land. The proposal also includes:

- subdivision of the site;
- demolition of existing structures;
- bulk and detailed earthworks on-site;
- construction of internal estate roads and services;
- upgrading of Bakers Lane and Mamre Road to accommodate future traffic generated by the project; and
- other ancillary infrastructure and services such as warehouse offices and a cafe.

The VPA proposed terms

The Proponent offers, on a without prejudice basis, to enter into a VPA on the following terms:

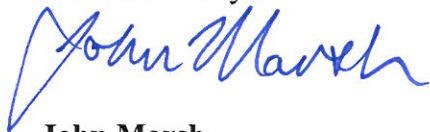
1. the Proponent to pay a minimum development contribution of \$180,000/developable hectare. This is to be paid in instalments of \$16,363/developable hectare per facility, the

- amount to be paid within 60 days of the issue of a construction certificate for the respective facility;
2. the Proponent and Government to agree a process for determining the developer contribution required to be paid by the Proponent to ensure that the Project is provided on a 'no cost to government' basis. The amount determined cannot be greater than an equivalent contribution of \$300,000/developable hectare;
 3. the Proponent's guaranteed minimum contribution payment of \$180,000/developable hectare and a potential maximum contribution of \$300,000/developable hectare is to meet the Western Sydney Employment Area (WSEA) State Infrastructure Contribution (SIC) and any additional amount required to ensure that the Project proceeds on a 'no cost to government' basis;
 4. the amount of any additional amount required above the WSEA SIC to ensure that the Project proceeds on a 'no cost to government' basis is to be agreed between the parties or, if agreement is not possible, determined by an independent expert agreed to by the parties; and
 5. the Proponent to be able to meet the required contributions under the VPA by way of works-in-kind, with the value of the works to be determined by an independent cost assessor agreed to by the parties. These works-in-kind would include, but may not be limited to, the design and construction of the proposed upgrade to Bakers Lane to RTA standards;
 6. the Proponent will provide a security bond to guarantee the payment of the maximum contribution of \$300,000/developable hectare for the entire development. The security bond level to be adjusted to reflect the outstanding contribution after payment of the contribution in respect of each facility.

We would request that any approval granted in respect of the Project include a condition requiring the entering into of a VPA on the above terms within 12 months of the grant of the approval.

Please do not hesitate to contact me should you require any further information in respect of this offer.

Yours faithfully



John Marsh
Logos Property