

## Offer to enter into a Voluntary Planning Agreement to provide Commuter Car Park

Pursuant to s.93F of the Environmental Planning and Assessment Act 1979 (Act)

### Applicant's Outline of Offer

#### Background

1. This offer is made by the developer, Henroth Investments Pty Ltd, in connection with an application proposed to be made by the developer for a concept plan for a project.
2. The proposed project is the redevelopment of the former Kirrawee Brick Pit site at 566 – 594, Princes Highway, Kirrawee NSW. The proposal is for a mixed use development comprising residential, retail and commercial uses and building envelopes between 5 and 15 storeys, and basement car parking and landscape works.
3. The developer offers to enter into a voluntary planning agreement, where the parties to that agreement are the developer, the Minister for Planning (**Minister**), and RailCorp.

#### The offer

4. A portion of the site, being approximately a 9000 sqm area at the south western corner of the site (**the Park Land**), is zoned 'Zone 13 Open Space' and is therefore reserved for open space purposes under the *Sutherland Shire Local Environmental Plan 2006*.
5. There is no requirement under the *Sutherland Shire Local Environmental Plan 2006* or relevant s 94 or s 94A contributions plans for a commuter car park on the site. Notwithstanding this, the developer offers to construct such a car park, at its own cost, and dedicate it to RailCorp, as an additional public benefit provided as part of the project.
6. The developer, by separate agreement, intends to dedicate the Park Land to Council at no cost to Council. As part of the proposed development, the developer shall subdivide the Park Land from the remainder of the Site and stratum subdivide the Park Land from the lower stratum to facilitate transfer of the upper stratum Park Land to Council.
7. The developer offers to construct, at its own cost, a commuter car park within the lower stratum of the Park Land, below the proposed surface and soils of the proposed park, and to transfer that commuter car park to RailCorp at no cost to RailCorp.
8. RailCorp will accept unconditional ownership of the substratum of the Park Land as well as ongoing responsibility for the commuter car park.
9. The commuter car park would comply with the minimum standards prescribed below. RailCorp will meet all additional costs associated with any design and construction specification it may require in excess of the minimum standards prescribed below.

10. RailCorp shall agree to take full ownership, management, and control of the commuter car park upon the completion of the commuter car park.

11. The voluntary planning agreement would exclude (wholly or in part) the application of section 94, 94A or 94EF to any future approvals for the development approved by the Concept Plan Approval.

#### **Commuter car park minimum standards**

12. The commuter car park will be single level and will be constructed to a basic standard, with minimal facilities including:

- a.* reinforced concrete construction;
- b.* a roof slab that will support a landscaped soil depth over of 2.0 metres;
- c.* basic storm water drainage system will be provided;
- d.* mechanical ventilation and fire sprinklers;
- e.* up to 200 parking spaces over one level; and
- f.* basic level of artificial lighting.

#### **Negotiation of details of VPA**

13. The Minister is to direct, pursuant to s. 93K of the Act, that the parties or their representatives are to meet on a not less than fortnightly basis for a maximum of 3 months, to negotiate the details of the agreement. If no agreement satisfactory to the developer, and consistent with the terms of this offer, can be reached within that 3 month period, this offer will be formally withdrawn by the developer.

Dated:

Signed (Director, Henroth Investments Pty Ltd)

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