

10.2 VOLUNTARY PLANNING AGREEMENT OFFER - UNIVERSAL PROPERTY GROUP PTY LTD - ROAD WIDENING OWLPEN LANE FARLEY

FILE NO:	103/41/71
ATTACHMENTS:	1. Letter of Offer
RESPONSIBLE OFFICER:	Matthew Prendergast - Director City Planning Brett Gardiner - Manager Strategic Planning Adam Ovenden - Coordinator City Planning Anne Humphries - Principal Development Contributions Planner
AUTHOR:	Isaac Milajew - Development Contributions Officer
MAITLAND +10	Outcome 2 To easily get to where we want to go
COUNCIL OBJECTIVE:	2.1.1 Better align land use and transport planning to move toward the region's target of 15 minute neighbourhoods with access to housing, jobs, services and transport

EXECUTIVE SUMMARY

The purpose of this report is to inform Council of a Letter of Offer from Universal Property Group Pty Ltd and to seek delegations to Council staff to enter into a Voluntary Planning Agreement for the dedication of road widening works at 41 Owlpen Lane, Farley. The draft VPA is linked to DA 22/1133 for the subdivision of land at 11 Owlpen Lane, Farley.

The DA has been the subject of a deemed refusal appeal in the Land and Environment Court resulting in final orders being issued subject to a range of deferred commencement conditions. This includes a requirement to enter into a Voluntary Planning Agreement requiring the Developer to acquire land and undertake road widening works across the frontage of 41 Owlpen Lane.

This report seeks in principle support from Council for the acceptance of the proposed offer and the granting of delegated authority to Council staff to place the draft Agreement on public exhibition once prepared.

OFFICER'S RECOMMENDATION

THAT

- 1. Council notes and accepts in principle the offer to enter into the draft Voluntary Planning Agreement as detailed in this report.**
- 2. Council delegates approval for the exhibition of the Voluntary Planning Agreement to the General Manager.**

VOLUNTARY PLANNING AGREEMENT OFFER - UNIVERSAL PROPERTY GROUP PTY LTD - ROAD WIDENING OWLPEN LANE FARLEY (Cont.)

3. **Should no submissions objecting to the draft Voluntary Planning Agreement be received during the exhibition period, Council delegates authority to the Manager Strategic Planning to finalise and execute the agreement; and**
4. **Should any submissions objecting to the draft Voluntary Planning Agreement be received during the exhibition period, a further report be presented to Council for consideration.**

REPORT

Universal Property Group Pty Ltd (the Developer) lodged DA 22/1133 for a 108-lot subdivision at 11 Owlpen Lane Farley on 26 October 2022. The site is located in the Farley Urban Release Area and the DA will be subject to the levying of s7.11 development contributions under the Farley Development Contributions Plan.

Following the expiry of the period after which a development application is deemed to be refused, the applicant lodged a successful appeal to the Land and Environment Court pursuant to section 8.7 of the *Environmental Planning and Assessment Act 1979*. The final orders of the appeal were made on 14 May 2024 following a conciliation conference between Council and the Developer.

The agreement reached in the matter was for the granting of development consent subject to a range of deferred commencement conditions. This included the requirement to undertake, and dedicate to Council, road widening works across the frontage of 41 Owlpen Lane. This land is privately owned and adjoins the development site the subject of the DA. A plan showing the location of the development site and the road widening land is shown in Figure 1 below.



Figure 1- Development site, road widening and land acquisition of 41 Owlpen Lane frontage

As part of the conciliation conference, both parties agreed to the imposition of a deferred commencement condition requiring that the Developer enter into a Voluntary Planning Agreement (VPA). The terms of the offer are outlined in their Letter of Offer dated 30 April 2024 and is provided as **Attachment 1** to this report.

VOLUNTARY PLANNING AGREEMENT

The VPA Offer proposes the following:

- The Developer will acquire and dedicate as much of 41 Owlpen Lane as is required for the road widening works; and
- Prior to dedication of the land, undertake the road widening works.

If the Developer is unable to procure the acquisition of the land within the first six months after entering into the agreement:

- Council commences the process to compulsorily acquire the land,
- The Developer will reimburse Council all costs associated with the acquisition, and
- The Developer will undertake the requisite road widening works at its cost.

The subject road widening works are not included in the Farley Contributions Plan Work Schedules which necessitates the use of a VPA for the provision of the required works. Importantly, the VPA does not exclude the levying and payment of s7.11 contributions applicable under DA 22/1133.

EXHIBITION OF DOCUMENTS

In accordance with the *Environmental Planning and Assessment Regulation 2021*, the VPA must be exhibited for a minimum period of 28 days.

Should Council agree in principle to the acceptance of the Letter of Offer, a draft Agreement will be prepared and, subject to approval by the General Manager, placed on exhibition.

CONCLUSION

This report seeks in principle support from Council to accept the Letter of Offer and progress to having the Agreement drafted for exhibition with authority being delegated to the General Manager to approve the final version for exhibition.

Should no submissions objecting to the draft VPA be received during the exhibition period, it is recommended that delegation be provided to Council staff to finalise and execute the

VOLUNTARY PLANNING AGREEMENT OFFER - UNIVERSAL PROPERTY GROUP PTY LTD - ROAD WIDENING
OWLPEN LANE FARLEY (Cont.)

agreement. Elsewise, a further report will be presented to Council at the conclusion of the exhibition period to consider any submissions received.

FINANCIAL IMPLICATIONS

The acceptance of the VPA offer will have no direct financial impact on Council's adopted budget or forward estimates. The VPA offer does not exclude the payment of applicable s7.11 contributions and all works and legal costs will be borne by the Developer.

POLICY IMPLICATIONS

This matter has no specific policy implications for Council.

STATUTORY IMPLICATIONS

There are no statutory implications under the *Local Government Act 1993* with this matter.