

Planning Agreement – Glenlee Estate, Menangle Park Explanatory Note

Campbelltown City Council (ABN 31 459 914 087) (**Council**)

William David Wilson and Patricia Maree Wilson (**Developer**)

Fax: 02 4626 4826

Ref: 435138

Planning Agreement – Glenlee Estate, Menangle Park

Explanatory Note

1 Introduction

This Explanatory Note has been prepared jointly between the parties in accordance with clause 25E of the Environmental Planning & Assessment Regulation 2000 (NSW).

The purpose of this Explanatory Note is to provide a plain English summary to support the notification of a draft planning agreement (Planning Agreement) between the parties under s7.4 of the Environmental Planning & Assessment Act 1979 (NSW) (EPA Act).

This Explanatory Note is not to be used to assist in construing the Planning Agreement.

2 Parties to the Planning Agreement

The parties to the Planning Agreement are:

- (1) Campbelltown City Council (ABN 31 459 914 087) (**Council**).
- (2) William David Wilson and Patricia Maree Wilson (**Developer**).

3 Description of the Subject Land

The land to which the Planning Agreement applies, and to which the Planning Agreement will be registered, is set out in the table below (Land).

Folio Identifier	Location
Lots 1-3 DP713646	60 Menangle Road, Menangle Park NSW 2563

4 Description of the Development to which the Planning Agreement applies

4.1 Instrument Change

The Planning Agreement will only have effect if the *Instrument Change* is made. The Instrument Change is defined in the Planning Agreement as follows:

the proposed amendment to the CLEP to permit limited residential development of the Land by way of:

-
- (1) *rezoning the Land from “RU2 Rural Landscape” to part “E2 Environmental Conservation”, part “E3 Environmental Management”, part “E4 Environmental Living” and part “RE1 Public Recreation”;*
 - (2) *amending the “Lot Size” and “Lot Size for Dual Occupancy Development” under the CLEP; and*
 - (3) *amending the “Height of Building Map” under the CLEP.*

4.2 The Development

If the Instrument Change is made, the Planning Agreement will apply to the *Development* as defined in the Planning Agreement as follows:

the residential development of the Land that will be permitted if the CLEP is amended in accordance with the Instrument Change, with the residential development of the Land being:

- (1) *limited and responsive to, and protective of, the Land’s heritage significance;*
- (2) *restricted to the “E4 Environment Living” zoned areas applying to the Land under the amended CLEP;*
- (3) *subject to detailed Development Controls; and*
- (4) *subject to the Menangle Park Contributions Plan.*

The Development will only be permitted to be carried out if development consent for that development is issued by the appropriate consent authority.

5 Summary of objects, nature and effect of the Planning Agreement

5.1 Object of the Planning Agreement

The object of the Planning Agreement is site specific, providing for limited residential development in a manner that fulfils the draft *Campbelltown Housing Strategy*, and objectives and principles of the *Local Strategic Planning Statement*, such that it respects the environmental sensitivities of the site, including its unique heritage. The proposed Development, Instrument Change and Dedication of the Designated Land to Council for public open space, provides for ongoing conservation of the important heritage elements of the site.

5.2 Nature of the Planning Agreement

The nature of the Planning Agreement is a contractual relationship between the Council and the Developer for providing the Contributions with respect to the Development.

5.3 Effect of the Planning Agreement

Contributions

The Developer will provide the Contributions in the manner provided for by the Planning Agreement (**Contributions**). The Contributions will be non-monetary contributions performed by the Developer as set out in the following table:

Restoration Works	<p>The Developer is required to restore the 'Gatehouse' situated on the Land to the standard identified in the <i>Glenlee Estate, Lots 1, 2 & 3 DP713646, Glenlee Road, Menangle Park Conservation Management Plan (CMP)</i>.</p> <p>The Restoration Works must be completed prior to the release of the first subdivision certificate for the creation of a residential lot as part of the Development.</p> <p>The Contribution Value of the Restoration Works is \$250,000.00.</p>
Ongoing Maintenance Works	<p>The Developer is required to undertake Ongoing Maintenance Works to the existing main residence known as 'Glenlee House' and to the Gatehouse on the Land.</p> <p>Those ongoing maintenance works will be carried out in accordance with the CMP and the requirements of Council from time to time.</p> <p>The obligation to undertake the Ongoing Maintenance Works in accordance with a Positive Covenant which must be registered on the title of Lot 1 DP713646 (Burdened Land) prior to the release of the first subdivision certificate for the creation of a residential lot as part of the Development.</p>
Dedication	<p>The Developer is required to dedicate part of the Land as open space for use by the public (Designated Land).</p>

Security

As security for the Developer's obligations, under the terms of the Positive Covenant the Developer must provide Council with a bank guarantee in an amount equivalent to the estimated value of the cost of the Ongoing Maintenance Works for the two (2) year period commencing on delivery of the bank guarantee to Council.

Council must return the bank guarantee within ten (10) days of the release of the Positive Covenant from the title to the Burdened Land.

Council will have the right to compulsorily acquire the Designated Land if the Developer fails to make the Dedication in accordance with the Planning Agreement.

The Developer must not register any dealings in relation to the Land (e.g. mortgage, lease, etc.) without Council's consent.

Council may withhold any subdivision certificates for the Development until any Contributions required to be provided prior to the release of the relevant subdivision certificate are made.

Registration on title

The Planning Agreement will also be registered on the title to the Land and not released from a lot until the Developer has satisfied all its obligations with respect to the provision of Contributions under the Planning Agreement.

6 Assessment of the merits of the Planning Agreement

6.1 The planning purposes served by the Planning Agreement

In accordance with section 7.4 of the EPA Act, the Planning Agreement promotes the following public purposes:

- (1) Provision of contributions to maintain the existing and future use of Glenlee House, being a State Heritage item.
- (2) Dedication of part of the Land to provide open public space proposed to be zoned *"RE1 Public Recreation"*, and consolidating Glenlee House and the southern pastures into a single *"E3 Environment Management Zone"*, to accommodate and meet the demands of future developments and mitigate the potential impacts of the Development on existing resources and infrastructure.
- (3) Provision of appropriate mechanisms to control or limit dwelling sizes, provide for an adequate landscape setting for dwellings and ancillary development, controlling building footprints, clustering of buildings and maximum number of buildings, in the precinct, having regard to various Heritage Impact Statements.

6.2 How the Planning Agreement promotes the public interest

In accordance with the objects of the EPA Act, the Planning Agreement promotes the public interest in the following manner:

- (1) By providing certainty for the Developer and Council as to the provision of the Contributions directed towards the maintenance and protection of Glenlee House, being a State Heritage Item, as well as community infrastructure within the precinct surrounding Glenlee House.
- (2) The proper management and development of land to which the Planning Agreement applies, including creation of public open spaces and opportunity for future residential development, having regard to protection of the heritage and environment of the precinct in which the Land is situated.
- (3) The promotion and co-ordination of the orderly and economic use and development of Land to which the Planning Agreement applies.
- (4) The Planning Agreement will provide an opportunity for involvement and participation by members of the community in development assessment, and are invited to make comment on the Planning Agreement.

6.3 How the Planning Agreement promotes Council's guiding principles

The Planning Agreement promotes a number of Council's guiding principles under section 8A of the *Local Government Act 1993* (NSW), as follows:

- (1) The exhibition of the Planning Agreement facilitates the involvement of members of the public in the consultation process for the Planning Agreement;
- (2) To plan strategically for the provision of effective and efficient services and regulation to meet the diverse needs of the local community;
- (3) To act fairly, ethically and without bias to the interests of the local community;
- (4) To recognise diverse local community needs and interests.
- (5) To have regard to the long term and cumulative effects of its decisions on future generations.
- (6) To engage in long-term strategic planning on behalf of the local community;
- (7) To bear in mind that it is the custodian and trustee of public assets and to effectively plan for, account for and manage the assets for which it is responsible.
- (8) The Planning Agreement makes it clear that Council has a statutory role as consent authority in relation to the development proposal and that the Planning Agreement is not intended to unlawfully influence the exercise of Council's regulatory functions.

7 Identification of whether the Planning Agreement conforms with the Council's capital works program

The Planning Agreement conforms to Council's capital works program and has been accounted for in Council's long-term financial plan.
