

**Explanatory Note**  
**Minister administering the *Environmental Planning and Assessment Act 1979* (ABN 20 770 707 468)**  
**and**  
**UPG 292 Pty Ltd (ACN 651 837 571)**  
**and**  
**Universal Property Group Pty Limited**  
**(ACN 078 297 748)**  
**Draft Planning Agreement**

**Introduction**

The purpose of this explanatory note is to provide a plain English summary to support the notification of the draft planning agreement (the **Planning Agreement**) prepared under Subdivision 2 of Division 7.1 of Part 7 of the *Environmental Planning and Assessment Act 1979* (the **Act**).

This explanatory note has been prepared having regard to the Planning Agreements Practice Note and its contents have been agreed by the parties.

**Parties to the Planning Agreement**

The parties to the Planning Agreement are the Minister administering the *Environmental Planning and Assessment Act 1979* (ABN 20 770 707 468) (the **Minister**) and UPG 292 Pty Ltd (ACN 651 837 57) and Universal Property Group Pty Limited (ACN 078 297 748) (together “the **Developer**”).

**Description of the Subject Land**

The Planning Agreement applies to the following land –

Lot 1 in Deposited Plan 983691,  
Lot 10 in Deposited Plan 1229964,  
Lot 111 in Deposited Plan 129011,  
Lot C in Deposited Plan 348463 and  
Lot B in Deposited Plan 348463

known as 11,21,23,25 and 33 Owlpen Lane, Farley NSW 2320 (**Subject Land**).

**Description of the Proposed Development**

The Developer is seeking to subdivide the Subject Land (in two stages) into approximately 109 residential lots, one (1) residue lot for future subdivision, and residue lots containing the watercourse and for onsite drainage and one two (21) residue lots, and for future subdivision, the construction of public roads, tree removal and stormwater drainage works, generally in accordance with the plan in Schedule 7 and DA2022/1133 lodged with Maitland City Council (**Proposed Development**). The Developer has made an offer to the Minister to enter into the Planning Agreement in connection with the Proposed Development.

**Note.** The Planning Agreement does not apply to the further subdivision of any lot created under DA2022/1133 (such as proposed lot 1 on the indicative plan of subdivision) pursuant to a future development application. A further development contribution to the State may be necessary in respect of any such further subdivision (for example, because of the operation of the *Environmental Planning and Assessment ((Housing and Productivity Contribution) Order 2023)*).

An indicative plan of the Proposed Development is at the end of this explanatory note.

## **Summary of Objectives, Nature and Effect of the Planning Agreement**

The Planning Agreement provides that the Developer will make a monetary contribution of \$97,889 per hectare of net developable area (subject to indexation in accordance with the Planning Agreement) (**Development Contribution**) for the purposes of the provision of designated State public infrastructure within the meaning of clause 6.1 of *Maitland Local Environmental Plan 2011 (LEP)*. This clause, despite its repeal, continues to apply to the Development Application by virtue of clause 4 of *State Environmental Planning Policy Amendment (Housing and Productivity Contributions) 2023*.

An instalment of the Development Contribution will be payable prior to the issue of each relevant subdivision certificate in accordance with Schedule 4 to the Planning Agreement.

The Developer is required to provide a \$20,000 security in accordance with Schedule 5 to the Planning Agreement.

The objective of the Planning Agreement is to facilitate the delivery of the Developer's contributions towards the provision of designated State public infrastructure referred to in clause 6.1 of the LEP.

No relevant capital works program by the Minister is associated with the Planning Agreement.

## **Assessment of Merits of Planning Agreement**

### **The Public Purpose of the Planning Agreement**

In accordance with section 7.4(2) of the Act, the Planning Agreement has the following public purpose:

- the provision of (or the recoupment of the cost of providing) public amenities or public services;
- the provision of (or the recoupment of the cost of providing) transport or other infrastructure relating to land.

The Minister and the Developer have assessed the Planning Agreement and both hold the view that the provisions of the Planning Agreement provide a reasonable means of achieving the public purpose set out above. This is because it will ensure that the Developer makes an appropriate contribution towards the provision of infrastructure, facilities and services.

### **How the Planning Agreement Promotes the Public Interest**

The Planning Agreement promotes the public interest by ensuring that an appropriate contribution is made towards the provision of infrastructure, facilities and services to satisfy needs that arise from development of the Subject Land.

The Developer's offer to contribute towards the provision of designated State public

infrastructure will have a positive impact on the public who will ultimately use it.

### **Requirements relating to Construction, Occupation and Subdivision Certificates**

The Planning Agreement does not specify requirements that must be complied with prior to the issue of a construction certificate or an occupation certificate.

The Planning Agreement requires an instalment of the Development Contribution to be paid prior to the issue of the relevant subdivision certificate and therefore contains a restriction on the issue of a subdivision certificate within the meaning of section 6.15(1)(d) of the Act.

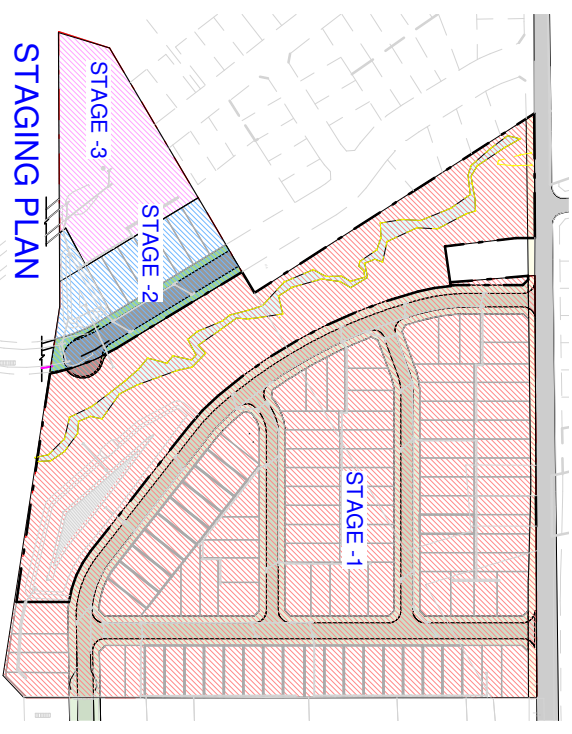
### **Indicative Plan of the Proposed Development**

See the following page



PROPOSED LOT SUMMARY				
FRONTAGE	AREA	NO OF LOTS		
		STAGE 1	STAGE 2 (LOT 2 & 3)	
< 12.5M	450-500 M <sup>2</sup>	6	0	
12.5M	450-550 M <sup>2</sup>	35	5	
> 12.5M	450-600 M <sup>2</sup>	61	2	
Support	4188 M <sup>2</sup>	1	0	
Residue	198 M <sup>2</sup>	1	0	
Reputan control Basin 1	28543 M <sup>2</sup>	1	0	
Basin 2	1425 M <sup>2</sup>	1	0	
TOTAL		106	7	
TOTAL		113		

AREA	
AREA PROVIDED FOR VZ	468 M <sup>2</sup>
AREA ENCROACHMENT IN VZ	467 M <sup>2</sup>



**REVISION R5:  
-ROAD WIDTH INCREASED AND 1 LOT REDUCED**

REVISION R6:  
-LOT ORIENTATION AMENDED FOR LOTS 90,91,109  
&110 DUE TO APZ  
-1 LOT REDUCED DUE TO APZ CONSTRAINTS

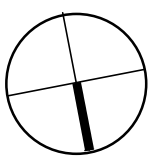


REV	DATE	DESCRIPTION	BY
6	1/09/2023	AMENDED AS PER BUSHFIRE CONSTRAINTS	JM
5	3/08/2023	AMENDED AS PER ROAD LAYOUT	PS
4	2/08/2023	SUBDIVISION AMENDED AS PER ECOLOGIST ADVICE	JM
3	28/07/2023	AMENDED AS PER SOPS	JM
2	31/01/2023	AREA REVISED FOR LOTS 2,7,15,16,80,83,85,118&108	JM
1	17/10/2022	ISSUED FOR DA	JM

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NORTH:



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**PROJECT:**  
**11,21,23,25&33 Owipen**  
**Lane, Farley NSW 2320**

LOT NUMBER:

LOT 1 DP 983691, LOT 10&11 DP  
1229964, LOT B&C DP 348463

DRAWING TITLE:

# SUBDIVISION PLAN

PROJECT NO.	DATE	DRAWING NO.
DRAWN BY:	SEP 2022	REV.
JM	SCALE: As indicated	ISSUED BY:
DA 02		

DA ISSUE