

Deed of Variation

Planning Agreement – Riverlands Golf Course

Marsdens Law Group

Level 1
49 Dumaresq Street
CAMPBELLTOWN NSW 2560

Tel: 02 4626 5077

Fax: 02 4626 4826

DX: 5107 Campbelltown

Ref: JRT:LD1:420479



Deed of Variation

Planning Agreement – Riverlands Golf Course

Parties

Council	Name	Canterbury Bankstown Council
	Address	Civic Tower 66-72 Rickard Road Bankstown NSW 2200
	ABN	38 380 045 375
Developer	Name	Demian Holdings Pty Limited & Riverland Estate Pty Limited
	Address	Level 2, 7 Charles Street Parramatta NSW 2124
	ABN	83 082 158 049 – Demian Holdings Pty Ltd 38 103 833 825 – Riverland Estate Pty Ltd

Background

- A** Council and the Developer previously entered into a Voluntary Planning Agreement dated 15 September 2015 (**VPA**).
- B** Pursuant to clause 21.12 of the VPA, Council and the Developer wish to amend the VPA on the terms set out in this document.

Operative Provisions

1 Definitions & Interpretation

1.1 Defined Terms

In this document, words that are defined in the VPA have the meaning ascribed to them in the VPA.

1.2 Interpretation

The interpretational rules contained in Part 2 of Schedule 1 of the VPA apply in the interpretation of this document.

2 Agreement

The agreement of the parties is:

- (1) made in consideration of, amongst other things, the mutual promises contained in this document; and

(2) set out in these Operative Provisions.

3 Amendments

On and from the date of this document and pursuant to clause 21.12 of the VPA, the VPA is varied as set out in **Annexure 1** with the variations being marked as shown in the Annexure such that:

- (1) text marked in colour and underlined is inserted; and
- (2) text with a line through it is deleted.

4 Affirmation

Except as amended by the terms of this document, the parties affirm that the VPA remains, in all other respects, valid and effective.

5 Costs

The Developer must pay the reasonable costs of Council incurred with respect to this document and the variation of the Planning Agreement set out in it.

6 Administrative provisions

6.1 Entire agreement

This document is the entire agreement of the parties on the specific subject matter addressed in this document. All representations, communications and prior agreements in relation to the subject matter are merged in and superseded by this document.

6.2 Waiver

The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the parties to be bound by the waiver.

6.3 Cooperation

Each party must sign, execute and deliver all deeds, documents, instruments and act reasonably and effectively to carry out and give full effect to this document and the rights and obligations of the parties under it.

6.4 Counterparts

This document may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

6.5 Amendment

This document may only be amended or supplemented in writing signed by the parties.

6.6 Unenforceability

Any provision of this document which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid or enforceable, and is otherwise capable of being severed to the extent of the invalidity or enforceability, without affecting the remaining provisions of this document or affecting the validity or enforceability of that provision in any other jurisdiction.

6.7 Governing law

The law in force in the State of New South Wales governs this document. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts that may hear appeal from those courts in respect of any proceedings in connection with this document.

Annexure 1: Tracked VPA

Schedule 2

Works

Part 1 – Bank Stabilisation Works

Column 1 Item of Work	Column 2 Timing of Completion	Column 3 Scope of Works	Column 4 Contribution Value	Column 5 Defects Liability Amount
Bank stabilisation works on the Georges River (adjacent to the proposed Zone RE1 land) Site reference E73 – Next to the Clubhouse and north of the M5 on the plan as attached in Annexure 1A.	<p>Before the first to occur of the following:</p> <p>(1) The date that is twelve (12) months after the date that this deed is entered into.</p> <p>(2) The issue of a Construction Certificate for any part of the Development Site.</p> <p>(3) The issue of a Subdivision Certificate for any part of the Development Site.</p> <p>(1) <u>The issue of the first Construction Certificate for any part of the Development Site.</u></p> <p>(2) <u>The issue of the first Subdivision Certificate for any part of the Development Site.</u></p>	<p>Bank stabilisation engineering plans to be approved by Council. The civil plans should be prepared in accordance with the recommendations and guidelines of:</p> <ul style="list-style-type: none"> “River Bank Stabilisation Report prepared by NPC dated April 2014.” Guidelines & specifications of the relevant State Government agencies/bodies. <p>If the bank stabilisation works require planting of native vegetation, Council will need to approve the vegetation management plan and maintenance period for five (5) years.</p> <p>Bank stabilisation works will need to be approved by Council after the maintenance period and prior to handover.</p>	\$484,511	\$48,452

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<p>Bank stabilisation works on the Georges River (adjacent to the proposed Zone RE1 land)</p> <p>Site reference E74 – Under the M5 on the plan as attached in Annexure 1A.</p>	<p>Before the first to occur of the following:</p> <p>(1) The date that is twelve (12) months after the date that this deed is entered into.</p> <p>(2) The issue of a Construction Certificate for any part of the Development Site.</p> <p>(3) The issue of a Subdivision Certificate for any part of the Development Site.</p> <p>(1) <u>The issue of the first Construction Certificate for any part of the Development Site.</u></p> <p>(2) <u>The issue of the first Subdivision Certificate for any part of the Development Site.</u></p>	<p>Bank stabilisation engineering plans to be approved by Council. The civil plans should be prepared in accordance with the recommendations and guidelines of:</p> <ul style="list-style-type: none"> • “River Bank Stabilisation Report prepared by NPC dated April 2014.” • Guidelines & specifications of the relevant State Government agencies/bodies. <p>If the bank stabilisation works require planting of native vegetation, Council will need to approve the vegetation management plan and maintenance period for five (5) years.</p> <p>Bank stabilisation works will need to be approved by Council after the maintenance period and prior to handover.</p>	<p>\$74,089</p>	<p>\$7,409</p>
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Schedule 3

Designated Land

Part 1 –

Column 1 Description of Designated Land	Column 2 Timing of dedication	Column 3 Public purpose	Column 4 Contribution Value
The land marked ["X"] on the plan attached as Annexure 1 .	<p>Before the first to occur of the following:</p> <p>(1) The date that is twelve (12) months after the date that this deed is entered into.</p> <p>(2) The issue of a Construction Certificate for any part of the Development Site.</p> <p>(3) The issue of a Subdivision Certificate for any part of the Development Site.</p> <p>(1) <u>The issue of the first Construction Certificate for any part of the Development Site.</u></p> <p>(2) <u>The issue of the first Subdivision Certificate for any part of the Development Site.</u></p>	Public recreation land	At no cost to Council.

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Execution Page

Executed as a Deed.

Dated:

Signed, sealed and delivered by Canterbury Bankstown Council (ABN 38 380 045 375) by its General Manager and Mayor by the affixing of the Common Seal of Council in accordance with resolution dated

General Manager (Signature)

Mayor (Signature)

Name of General Manager (Print Name)

Name of Mayor (Print Name)

Executed by Demian Holdings Pty Limited (ABN 83 082 158 049) in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by authority of its directors.

Director/Secretary (Signature)

Director (Signature)

Name of Director/ Secretary (Print Name)

Name of Director (Print Name)

Executed by Riverland Estate Pty Ltd (ABN 38 103 833 825) in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by authority of its directors.

Director/Secretary (Signature)

Director (Signature)

Name of Director/ Secretary (Print Name)

Name of Director (Print Name)