

Deed of Amendment to Planning Agreement Narara Ecovillage

Central Coast Council
Narara Ecovillage Co-operative Limited

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Parties

Central Coast Council of 49 Mann Street Gosford NSW (**Council**)

Narara Ecovillage Co-operative Limited ABN 86 789 868 574 (**Developer**)

Background

- A Council is the successor entity to Gosford City Council.
- B The Council and the Developer are parties to a Planning Agreement under section 93F of the Environmental Planning and Assessment Act 1979 with respect to Lot 13 in Deposited Plan 1126998 (**Planning Agreement**).
- C Council and the Developer have agreed to amend the Planning Agreement as set out in this document.

Operative provisions

1 Amendments to the Planning Agreement

- 1.1 The parties agree that the Planning Agreement is amended as set out in this clause 1.
- 1.2 Clause 1.1 is amended by inserting in alphabetical order the following definition:
 - "Deed of Amendment"** means this deed.
 - "Endowment Fund"** means \$6,000.00.
- 1.3 Clause 4 is deleted and in its place the following provision is to apply:
 - a) The Developer shall prepare a plan of subdivision as exempt development pursuant to *State Environmental Planning Policy (Exempt and Complying Development)* clause 2.75(f) and 2.76, on or before the date which is 2 months after the date of the Deed of Amendment to subdivide the Land (**Plan of Subdivision**).
 - b) The Plan of Subdivision shall
 - i) create as a separate lot the land coloured purple as shown on in the plan contained in Annexure "**A**" to this deed (**Forest Land**) having an approximate area of 11 ha;
 - ii) bear a notation that the lot comprising the Forest Land is to be dedicated to the Council upon registration.
 - c) The Developer must obtain the approval of the Council as the future owner of the Forest Land (and not as consent authority) to the Plan of Subdivision, which approval must not be unreasonably withheld (**Approved Plan of Subdivision**).
 - d) The Developer must obtain a subdivision certificate for the Approved Plan of Subdivision and register the Approved Plan of Subdivision at New South Wales Land Registry Services.

- e) The Developer agrees that the lot comprising the Forest Land shall be dedicated to the Council free of cost to Council upon registration of the Plan of Subdivision.
- f) The Developer and Council each agree to do all things necessary to ensure that the Plan of Subdivision is registered by New South Wales Land Registry Services and that the lot comprising the Forest Land is dedicated to the Council. On the Developer's part this includes procuring the consent of any person whose consent is needed to enable the registration of the Plan of Subdivision or dedication of the lot comprising the Forest Land to the Council
- g) The Developer will not do anything or permit anything to be done which materially adversely affects the condition of the Forest Land prior to its dedication to the Council.
- h) The Developer must prepare a bushland management plan for the Forest Land and submit the plan to be approved by Council at the same time as the Council's approval of the Plan of Subdivision is sought, which approval must not be unreasonably withheld.
- i) The Developer agrees to pay the Endowment Fund to the Council on [insert date of Deed of Amendment] to meet the costs of bushland management of the Forest Land as required under the approved bushland management plan for the first three years following the dedication of the Forest Land to Council. For avoidance of doubt the Council will be responsible for carrying out those works, not the Developer.

1.4 Clause 5.2 c) is amended so that the clause reads as follows:

"If requested by the Developer in writing, the Council agrees to do all things necessary at the Developer's cost to have the Deed removed from the title to the Lands after the Developer has fully performed all its obligations under this Deed."

1.5 Clauses 5.3 and 6 are deleted.

2 Rights and obligations unaffected

2.1 The rights, duties, obligations and liabilities of the parties under the Planning Agreement arising from any prior act, omission, representation or conduct prior to the date of this document are not affected by the execution or operation of this document.

3 Legal fees

3.1 Each party must pay its own costs and expenses in relation to preparing, negotiating, executing and completing this document and any document related to this document, unless the Council engages external lawyers in connection with those matters in which case the Developer must pay the reasonable legal costs incurred by the Council.

4 Counterparts

4.1 This document is properly executed if each party executes either this document or an identical document. In the latter case, this document takes effect when the separately

executed documents are exchanged between the parties. Exchange of separately executed documents may take place electronically (by fax or by email).

5 Planning Agreement definitions

- 5.1 Terms defined in the Planning Agreement have the same meaning in this document, unless the context otherwise requires.

Deed of Amendment#

Execution and date

Executed as a deed.

Dated 2021

Executed on behalf of the **Central Coast Council** under delegated authority by:

.....
Signature of witness

.....
Signature of authorized officer

.....
Name (print)

.....
Name (print)

Executed by **Narara Ecovillage Co-operative Limited** acting by the following persons:

.....
Signature of director/ secretary

.....
Signature of director

.....
Name (print)

.....
Name (print)

Annexure A

Plan of the Forest Land to be created

