



planning consultants

ATTACHMENT 8

This deed is made the 30th day of April 2008

Between Stockland Development Pty Ltd ABN 71 000 064 835 of Level 25, 133 Castlereagh Street, Sydney ("Stockland")

And The Council of the City of Shoalhaven (ABN 598 551 823 44) of 36 Bridge Road, Nowra NSW 2541 ("Council")

Introduction

A. Stockland owns the Land and has agreed to transfer it to the Council in accordance with the terms of this Deed.

IT IS AGREED:

1 Defined Terms and Interpretation

1.1 Defined Terms:

In this deed:

Draft Plan means the plan contained in Annexure A as amended from time to time.

Further Land means the land or any part thereof shaded yellow on the plan contained in Annexure B.

Land means the land shaded red on the Draft Plan.

2 Agreement to Transfer Land

2.1 Stockland hereby agrees to transfer title to the Land in fee simple to the Council for consideration in the amount of \$1.00 as soon as reasonably practical upon:

(a) completion of the road infrastructure upgrade works in accordance with condition 79 of the Preferred Project Report of Part 3A Major Project Approval dated 25 January 2007 and contained in Annexure C ('Consent'); and

(b) registration of the Draft Plan to create the title to the Land.

('Conditions Precedent')

2.2 Stockland and the Council acknowledge that the Draft Plan is subject to change as agreed by both parties.

2.3 If prior to fulfilment of the Conditions Precedent the Council by written notice to Stockland requests Stockland transfer the Further Land to the Council, then Stockland must:

(a) amend the Draft Plan to include the Further Land; and

(b) transfer the Further Land to the Council in accordance with clause 2.1 with no additional consideration payable by the Council to Stockland.

2.4 If the fulfilment of the conditions in clauses 2.1, and 2.3 requires or would be assisted by the conduct of a party, that party must use all reasonable efforts to ensure that the condition is fulfilled.

2.5 Nothing in this Deed is intended to:

- (a) fetter the Council's discretion in exercising any statutory powers or obligations as a consent authority;
- (b) limited or vary the operation of the Consent (or any amendment thereto) to the intent that nothing in this deed limited any obligations pursuant to the Consent that may arise for Stockland to dedicate lands for roads in addition to the Land and Further Land.

2.6 Notwithstanding the terms of this deed, Stockland will, if called upon by the Council, for the same consideration as expressed in this Deed transfer such part or parts of the Land or Further Land to the Council should the Council desire to undertake road works , or other works, to enhance Naval College Road prior to Stockland complying with clause 2.1.

3 Costs and Duties

3.1 Stockland agrees to bear the Council's reasonable costs in connection with executing this Deed up to a maximum amount of \$1,500 (inclusive of GST and disbursements).

3.2 Stockland must reimburse to the Council all amounts of stamp duty (excluding any interest or penalties) payable by the Council on and in relation to:

- (a) the transfer of the Land to the Council; and
- (b) any instrument or document required under any relevant law in connection with the transfer of the Land to the Council, for which Council is liable under the *Duties Act 1997*.

4 GST

4.1 Construction

In this clause 4:

- (a) words and expressions which are not defined in this deed but which have a defined meaning in GST Law have the same meaning as in the GST Law; and
- (b) GST Law has the meaning given to that expression in the A New Tax System (Goods and Services Tax) Act 1999.

4.2 Consideration GST-inclusive

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this Deed is inclusive of GST.

4.3 GST

If GST is payable by a supplier or by the representative member for a GST group of which the supplier is a member, on any supply made under or in connection with this Deed, the recipient must pay to the supplier an amount equal to the GST payable on the supply.

4.4 Timing of GST payment

Subject to clause 4.5, the recipient must pay the amount referred to in clause 4.3 in addition to and at the same time that the consideration for the supply, or the first part of the consideration for the supply as appropriate, is to be provided under this deed.

4.5 Tax invoice

Except to the extent clause 4.8 applies, the supplier must deliver a tax invoice or an adjustment note to the recipient before the supplier is entitled to payment of an amount under clause 4.3. The recipient can withhold payment of the amount until the supplier provides a tax invoice or an adjustment note, as appropriate.

4.6 Adjustment event

If an adjustment event arises in respect of the taxable supply referred to in clause 4.3, the amount payable by the recipient under clause 4.3 will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the supplier or by the supplier to the recipient as the case requires.

4.7 Reimbursements

Where a party is required under this deed to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:

- (a) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party, or to which the representative member for a GST group of which the other party is a member, is entitled; and
- (b) if the payment or reimbursement is subject to GST, an amount equal to that GST.

4.8 No merger

This clause 4 will not merge on the completion or earlier termination of this deed.

5 Entire Agreement

This Deed including its schedules and annexures:

- (a) constitutes the entire agreement between the parties as to its subject matter; and
- (b) in relation to that subject matter, supersedes any prior understanding or agreement between the parties and any prior condition, warranty, indemnity or representation, imposed, given or made by a party.

6 Further Action

Each party must use all reasonable efforts to do all things necessary or desirable to give full effect to this deed.

7 Assigns and Successors

If, prior to the transfer of title to the Land from Stockland to Council as referred to in clause 2, Stockland transfers title to, or otherwise disposes of its interest in, the Land or the Further Land to any third party transferee or purchaser:

- (a) it must procure any such third party transferee to execute a deed in favour of the Council to perform and observe the obligations of Stockland under this deed in a form reasonably required by the Council, acting reasonably; and
- (b) provided that Stockland has performed its obligation in paragraph (a), Stockland is fully released from any obligations to the Council under this deed as from the date of transfer or disposal.

8 Governing Law

This deed is governed by the law applicable in New South Wales.

9 Interpretation

In this deed, except where the context otherwise requires:

- (a) The singular includes the plural and vice versa, and a gender includes other genders;
- (b) Another grammatical form of a defined word or expression has a corresponding meaning;
- (c) Reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this deed, and a reference to this deed includes any schedule or annexure;
- (d) A reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) A reference to **A\$, \$A dollar** or **\$** is to Australian currency;
- (f) A reference to time is to Sydney, Australian time;
- (g) A reference to a party is to a party to this deed, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (h) A reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (i) A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (j) A word or expression defined in the *Corporations Act* has the meaning given to it in the *Corporations Act*;
- (k) The meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (l) If for any reason the whole or a part of any provision of this Deed is found to be invalid or unenforceable, such provision shall be severed without affecting the validity or enforceability of any other provision of this Deed;
- (m) Any agreement, representation, warranty or indemnity in by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally; and

- (n) Any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally; and
- (o) A rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this deed or any part of it.

EXECUTED as a Deed:

Executed on behalf of **Stockland Development Pty Limited** by its attorney

pursuant to power of attorney book 4537
no. 691 in the presence of:



Signature of witness

ALEXANDER MAFFI

Name of witness



By executing this deed the attorney states that the attorney has received no notice of revocation of the power of attorney

Executed on behalf of the Council)
of the City of Shoalhaven by its)
duly authorised officer:)



Witness

Jessica Rippon

Name



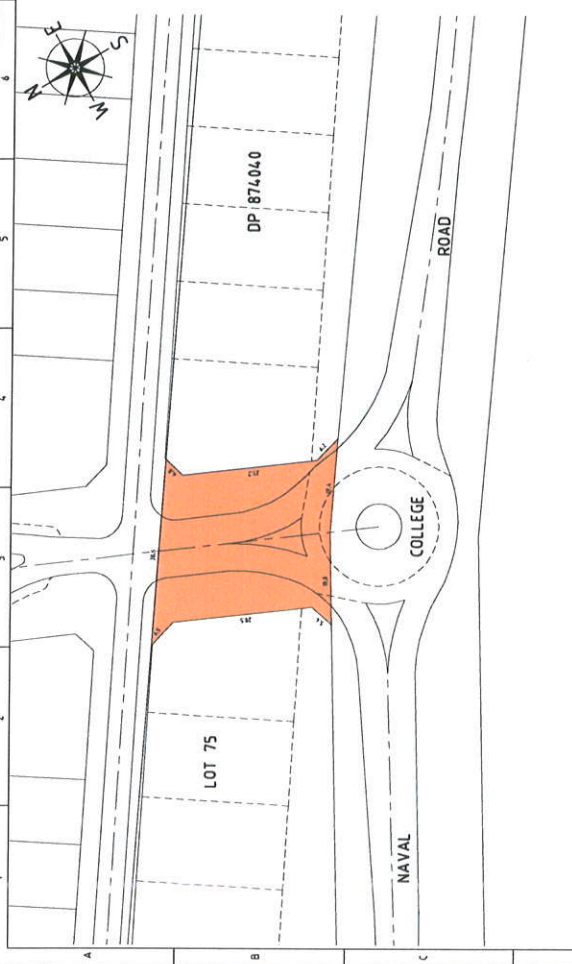
R D Pigg

General Manager

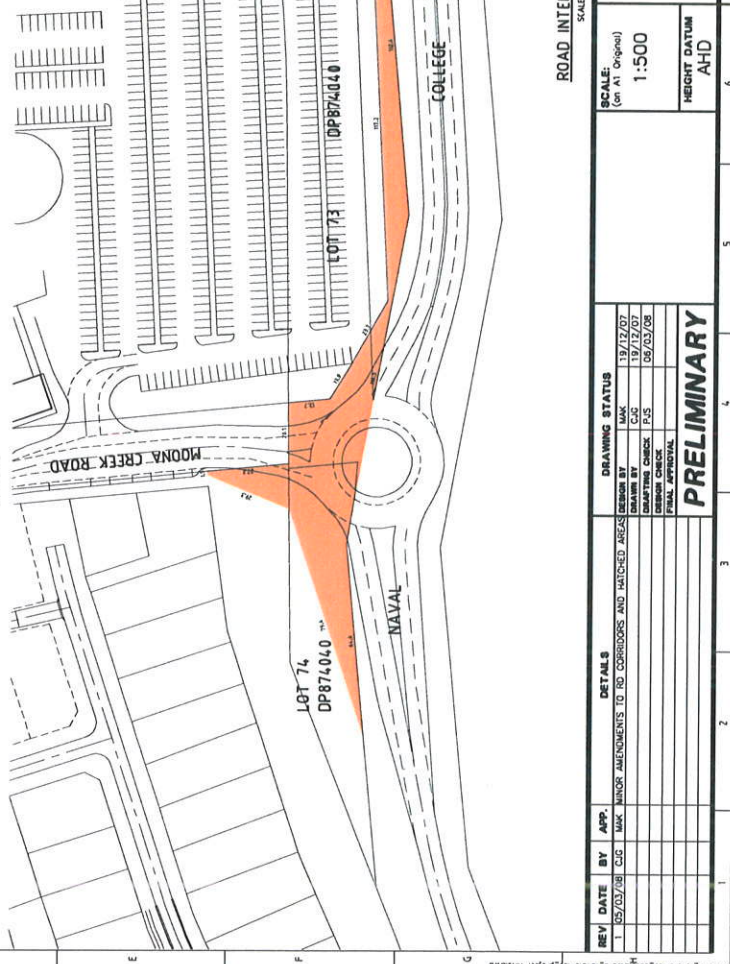
ANNEXURE A

Draft Plan

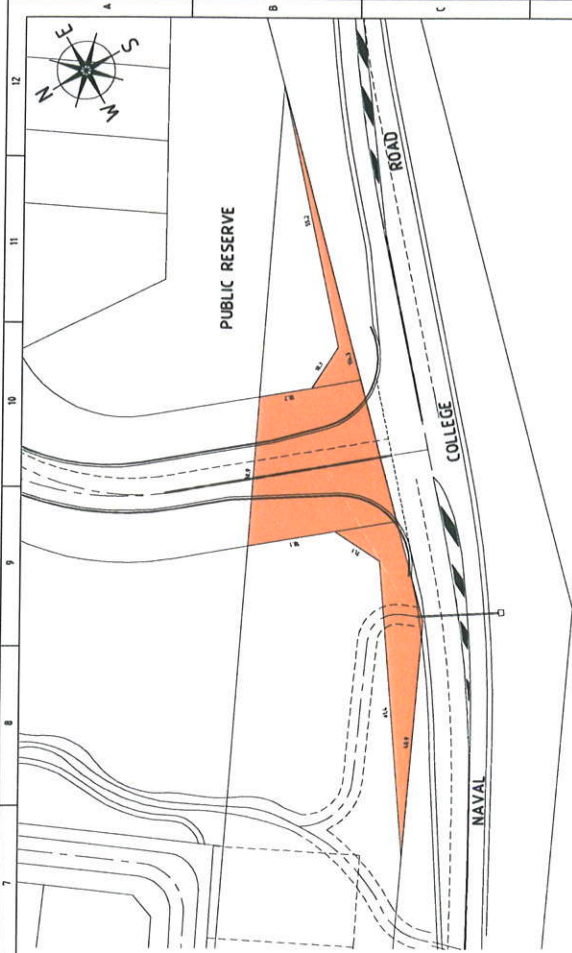
DO NOT SCALE IF IN DOUBT ASK



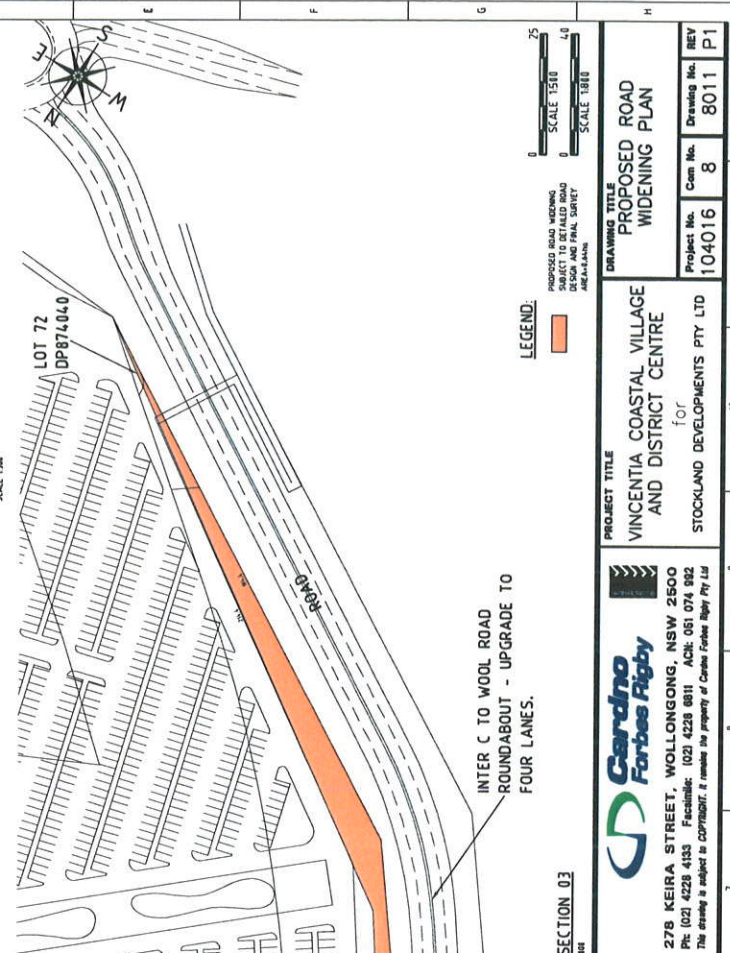
ROAD INTERSECTION 01
SCALE 1:500



ROAD INTERSECTION 02
SCALE 1:500



ROAD INTERSECTION 03
SCALE 1:500



ROAD INTERSECTION 04
SCALE 1:500

INTER C TO WOOL ROAD
ROUNDABOUT - UPGRADE TO
FOUR LANES.

LEGEND:

- PROPOSED ROAD WORKING SUBJECT TO DETAILED ROAD DESIGN AND SURVEY
- SCALE 1:500
- SCALE 1:1000

REV	DATE	BY	APP.	DETAILS
1	05/03/08	SLC	SLC	BASE LAYOUT AMENDMENTS TO RD CORRIDORS AND MATCHED AREAS
				DESIGNED BY: 19/12/07
				CHECKED BY: PJS
				DRAWING CHECK: 06/03/08
				DESIGN CHECK: 06/03/08
				FINAL APPROVAL:

SCALE (As A1 Original)	1:500
HEIGHT DATUM	AHD

Cardno Forbes Rigby

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PROJECT TITLE	
VINCENTIA COASTAL VILLAGE AND DISTRICT CENTRE for STOCKLAND DEVELOPMENTS PTY LTD	
PROJECT NO.	104016
CAM NO.	8
DRAWING NO.	8011
REV	P1

DRAWING TITLE
 PROPOSED ROAD WIDENING PLAN

File Path: D:\2008\10-14-08 - VINCENTIA - PROJECTS\ROADWORKS\CONCEPT\DRAWING\A1\0811 - PROPOSED ROAD WIDENING PLAN.DWG
 Plot Path: D:\2008\10-14-08 - VINCENTIA - PROJECTS\ROADWORKS\CONCEPT\DRAWING\A1\0811 - PROPOSED ROAD WIDENING PLAN.dwg

ANNEXURE B

Further Land

ANNEXURE C
Major Project Approval

Item Number	Item	Commitment	Responsibility	Timing
74	Developer Contributions	Stockland will pay Section 84 developer contributions in accordance with Appendix B of the Don Fox Planning Report: Review of Developer Contributions and Associated Works Proposed Residential and Commercial Development Vincentia District Centre, February 2006, and as modified in October 2006 as part of the Preferred Project Report which forms part of the EAP on a "per ET" basis for each stage of the residential subdivision at the rate applicable at the time of payment, except for project 83 CFAC 0003 (Amendment 67 - Bay & Basin Recreation & Cultural Hall) which is a fixed amount of \$3,658 that would then fully recoup the developer share for that whole project.	Stockland	Prior to the release of the Subdivision Certificate by the Shoalhaven City Council or accredited certifier for each stage of the residential subdivision and the Construction Certificate for each stage of the District Town Centre.
75		Stockland will pay Section 84 water and sewer developer contributions in accordance with the development servicing plan applicable at the time of payment.	Stockland	Prior to the release of the Subdivision Certificate by the Shoalhaven City Council or accredited certifier for each stage.
76	Display village	Stockland will design, construct and operate a housing display village in Stage 1 of the residential subdivision for the duration of the development or until such time as market conditions do not warrant such a village.	Stockland	
77	Signage	Stockland will provide estate marketing signs within The Wool Road and Naval College Road reserves in accordance with plans approved by Shoalhaven City Council as part of the Construction Certificate.	Stockland	
78	Noise	Stockland will provide a 1.8 metre high timber noise attenuation barrier on a 0.7 metres high landscaped earth mound along the boundary of Lots 154 to 183 and 725 to 733 in accordance with the Noise Impact Assessment by Heggles Australia, 2006, subject to such plans first being approved by Shoalhaven City Council.	Stockland	Prior to the release of the Subdivision Certificate by the Shoalhaven City Council or accredited certifier for each stage.
79	Road Widening	Land for Road Widening to be ceded to and at nil cost to the Council. Stockland to bear all costs to facilitate transfer of land.	Stockland	As soon as practicable after practical completion of the road widening.