

**DEED of ASSIGNMENT
of Planning Agreement**

Parties

Wollondilly Shire Council ("Council")

And

Mary Camilleri ("Transferor")

And

River Road Developments Pty Ltd

(ACN 615 853 346) as Trustee of the River

Road Developments Unit Trust ("Transferee")

Development Land

165-185 River Road, Tahmoor, New South Wales



THIS ASSIGNMENT AGREEMENT

IS MADE ON the day of 1 March 2018

BETWEEN

Wollondilly Shire Council of 62-64 Menangle Street, Picton NSW 2571, New South Wales ("**Council**")

AND

Mary Camilleri of PO Box 3715, Rouse Hill NSW 2155, New South Wales ("**Transferor**")

AND

River Road Developments Pty Ltd (ACN 615 853 346) of Unit 5.14/5 Celebration Drive, Bella Vista NSW 2153, New South Wales 2666 as Trustee of the River Road Developments Unit Trust ("**Transferee**")

BACKGROUND

- A The Transferor and the Council are parties to the Planning Agreement dated 12 August 2013 relating to Lots A and B in DP 369710 and Lots 85 and 86 in DP 751270 and known as 165-185 River Road, Tahmoor NSW 2573 and registered under Request Numbered AI8690 (the "**Planning Agreement**").
- B The Transferor has entered into agreements to transfer the above property (hereinafter called the Development Land) to the Transferee.
- C Clause 9 of the Planning Agreement requires the Transferor to, among other things, procure the execution of an agreement by the Transferee with the Council on terms satisfactory to the Council acting reasonably, under which the Transferee agrees to comply with the terms and conditions of the Planning Agreement as though the Transferee were the Developer named in the Planning Agreement, subject only to the terms of this Agreement.
- D This Agreement is entered into in accordance with the terms of clauses 9 and 12 of the Planning Agreement.

OPERATIVE PROVISIONS

1. Definitions

Unless the context otherwise requires, any capitalised term which is defined in the Planning Agreement and which is not defined in this Agreement, has the same meaning as defined in the Planning Agreement.

In this Agreement:

Effective Date means the date that the Land is transferred to the Transferee by the Transferor.

Transferee means **River Road Developments Pty Ltd ACN 615 853 346** as Trustee of the River Road Developments Unit Trust and includes its permitted successors and assigns.

Transferor means **Mary Camilleri** and includes her heirs, successors and permitted assigns.

2. Interpretation

In this Agreement, headings are for convenience only and do not affect interpretation and, unless the contrary intention appears:

- (a) a reference to **this Agreement** or another document means this Agreement or that other document and any document which varies, supplements, replaces, assigns or novates this Agreement or that other document;
- (b) a reference to **legislation** or a **legislative provision** includes any statutory modification, or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- (c) a reference to a **body** or **authority** which ceases to exist is a reference to either a body or authority that the parties agree to substitute for the named body or authority or, failing agreement, to a body or authority having substantially the same objects as the named body or authority;
- (d) a reference to the **introduction**, a **clause**, **schedule** or **annexure** is a reference to the introduction, a clause, a schedule or an annexure to or of this Agreement;
- (e) **clause headings**, the **introduction** and the **table of contents** are inserted for convenience only and do not form part of this Agreement;
- (f) any **schedule** forms part of this Agreement;
- (g) a reference to a **person** includes a natural person, corporation, statutory corporation, partnership, the Crown or any other organisation or legal entity;
- (h) a reference to a **natural person** includes their personal representatives, successors and permitted assigns;
- (i) a reference to a **corporation** includes its successors and permitted assigns;
- (j) a reference to a right or obligation of a party is a reference to a right or obligation of that party under this Agreement and the Planning Agreement;
- (k) an **obligation** or **warranty** on the part of 2 or more persons binds them jointly and severally and an obligation or warranty in favour of 2 or more persons benefits them jointly and severally;
- (l) a requirement to do any thing includes a requirement to cause that thing to be done and a requirement not to do any thing includes a requirement to prevent that thing being done;
- (m) **including** and **includes** are not words of limitation;
- (n) a word that is derived from a defined word has a corresponding meaning;
- (o) **monetary amounts** are expressed in Australian dollars;
- (p) the singular number includes the plural and vice-versa;
- (q) words importing one gender include all other genders;
- (r) a reference to a thing includes each part of that thing; and
- (s) neither this Agreement nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.



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3. Assignment of Planning Agreement

On and from the Effective Date, the rights, benefits and obligations of the Transferor under the Planning Agreement are assigned from the Transferor to the Transferee, with the effect that:

- (a) the Transferee replaces the Transferor under the Planning Agreement and becomes the party to the Planning Agreement as if it were the Developer named therein;
- (b) a reference in the Planning Agreement to the Transferor as Developer is to be read as a reference to the Transferee;
- (c) the Transferee is entitled to all rights and benefits under the Planning Agreement to which, but for this Agreement, the Transferor would have been entitled at and after the Effective Time; and
- (d) the Transferee must perform all obligations and discharge all liabilities under the Planning Agreement which, but for this Agreement, the Transferor would have been required to perform or discharge at and after the Effective Date.

The Transferee confirms the terms of the Planning Agreement and will adhere to its provisions.

The Council consents to the assignment of the Planning Agreement from the Transferor to the Transferee on the terms set out in this Agreement.

4. Release by Council

With effect from the Effective Date, the Council releases the Transferor from all obligations and liabilities under or in respect of the Planning Agreement to be performed or discharged at or after the Effective Date.

5. Release by Transferor

With effect from the Effective Date, the Transferor releases the Council from all obligations and liabilities under the Planning Agreement to be performed or discharged in favour of the Transferor at or after the Effective Date.

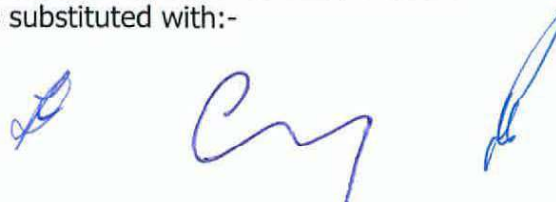
6. Obligations and liabilities arising before the Effective Date

Nothing in this deed releases the Transferor or the Council from any obligation or liability under the Planning Agreement arising before the Effective Date.

7. Notices

Any notice or communication to or by a party to this Agreement or the Planning Agreement must be:

- (a) sent to the Council or to the Transferor in the manner required by clause 13 of the Planning Agreement;
- (b) sent to the Transferee in the manner set out in clause 13 of the Planning Agreement, except that the address for service of notices to the Transferor specified in the Planning Agreement, is substituted with:-



The Developer

Address : Unit 5.14/ 5 Celebration Drive, BELLA VISTA NSW 2153

Telephone: (02) 9672 6055 and 0411 172 000

Fax: (02) 9672 6099

Email: c.lowry@ulh.com.au

Attention: Mr. Christopher Lowry

8. Counterparts

This Agreement may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the Agreement of each party who has executed and delivered that counterpart.

9. Costs

The Transferee shall reimburse the Council for the costs and disbursements of the Council in connection with:-

- (a) the preparation, negotiation or execution of this Agreement;
- (b) the placing of any document on notification relating to this Agreement.

10. Stamp Duty

The Transferee must pay any stamp, transaction, registration, financial institutions, bank account debit and other duties and taxes (including fines and penalties) which may be payable or determined to be payable in relation to the execution, delivery, performance or enforcement of this deed or any payment or receipt or other transaction contemplated by this instrument of assignment.

11. Entire Agreement

The Agreement contains everything the parties have agreed on in relation to the matters it deals with. No party can rely on an earlier document, or on anything said or done by another party (or by a director, officer, agent or employee of that party) before this instrument of assignment and variation was executed.

12. Governing Law and jurisdiction

This Agreement is governed by and must be construed according to the law applying in New South Wales.



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EXECUTION

I, Luke Johnson.....General Manager of Wollondilly Shire Council, execute this Agreement on behalf of the Council under the authority delegated to me pursuant to Section 377(1) of the Local Government Act, 1993 in the presence of:-

Luke Johnson.....Signature of General Manager

Full Name Luke Johnson.....

Debbie Hunt.....Signature of Witness

Full Name of Witness Debbie Hunt.....

SIGNED on behalf of **MARY CAMILLERI** by her attorney under Power of Attorney Book 4735 No 898 in the)
presence of)

.....
Full name of Witness

.....
John Camilleri

Address of Witness

EXECUTED by **RIVER ROAD DEVELOPMENTS**)

PTY LTD ACN 615 853 346 as Trustee of)

River Road Developments Unit Trust in)

accordance with Section 127 of)

the Corporations Act 2001)

Christopher Charles Alexander Lowry.....Signature of Sole Director/Secretary

Christopher Charles Alexander Lowry

Name of Sole Director/Secretary

JD
[Signature]

EXECUTION

I, Lake Johnson.....General Manager of Wollondilly Shire Council, execute this Agreement on behalf of the Council under the authority delegated to me pursuant to Section 377(1) of the Local Government Act, 1993 in the presence of:-

[Signature].....Signature of General Manager
Full Name Lake Johnson.....

[Signature].....Signature of Witness
Full Name of Witness Debbie Hunt.....

SIGNED by MARY CAMILLERI by her)
attorney JOHN CAMILLERI)
in the presence of)

[Signature].....
Full name of Witness
PENNY LEE DIXON
Solicitor

[Signature].....
John Camilleri

Address of Witness Amrax Ave, Girraween.....

EXECUTED by RIVER ROAD DEVELOPMENTS)
PTY LTD ACN 615 853 346 as Trustee of)
River Road Developments Unit Trust in)
accordance with Section 127 of)
the Corporations Act 2001)

.....Signature of Sole Director/Secretary

Christopher Charles Alexander Lowry

Name of Sole Director/Secretary

[Signature]