

photocopy of our original  
signatures or photocopy  
of other parties

**DEED OF AGREEMENT**

**DATED** this

9<sup>th</sup> day of March 2010.

**BETWEEN**

**THE VILLAGE BUILDING COMPANY LIMITED ABN**

**97 056 509 025** a company incorporated in Australia and  
having its registered office at Unit 7, 92 Hoskins Street,  
Mitchell in the Australian Capital Territory  
(called Village)

**AND**

**NORTH CANBERRA COMMUNITY COUNCIL INC ACN**

**A2362** an association incorporated under the *Associations  
Incorporations Act (ACT)*

**AND**

**WATSON COMMUNITY ASSOCIATION INC ACN**

**100 541 491** an association incorporated under the  
*Associations Incorporations Act (ACT)*

**AND**

**THE FRIENDS OF MOUNT MAJURA**

**(REPRESENTED BY MS WALTRAUD PIX)**

of 9 Selwyn Street, Hackett ACT 2602

**AND**

**CONSERVATION COUNCIL ACT REGION INC ABN**

**68 248 339 828** an association incorporated under the  
*Associations Incorporations Act (ACT)*



**WHEREAS:**

- A. Village is the proponent of a Development Application for 316 homes to be built on the site of the former Canberra Heritage Village at Block 3 Section 75 Watson and part of Block 2 Section 75 Watson (the "Project").
- B. The ACT Planning and Land Authority have approved the Development Application for the Project.
- C. The parties to this Deed are concerned to ensure that the design and construction of the Project is sympathetic to the local environment and responsive to the surrounding area.
- D. The parties covenant to be bound by the terms of this Deed.

**NOW THIS DEED WITNESSES AS FOLLOWS:**

- 1. In consideration of the terms of this Deed each party binds itself not to object to or file an appeal challenging the approved Development Application in this matter.
- 2. The parties acknowledge that this Deed shall be void ab initio if any person, including any person who is not a signatory to this Deed, files an appeal challenging the approved Development Application.
- 3. Village binds itself to do the following things in pursuing the construction of the Project:
  - i. To do all things within its power to cause the ACT Minister for Environment to declare a 24 hour per day cat curfew over the area of the Project and its surrounds.
  - ii. To include a clause in the Community Title Management Statement for the Project requiring all pets upon the Project to be constrained

within escape proof enclosures and led on a leash while outside the premises in which they are kept. The Community Title By-Laws will empower the Body Corporate to enforce this provision.

- iii. To construct a fence along the Eastern and Southern boundaries of the Project capable of restraining dogs and bicycles and with a single designated access point of a type to be determined with reference to the ACT Government standards to the satisfaction of the Territory and Municipal Services (TAMS) and reasonable satisfaction of The Conservation Council.
- iv. To install a defined walking trail from the designated access point in the Project boundary fence to a point no more than an approximately 400 metres distant in the Mount Majura Nature Reserve to be designed and constructed in consultation with the parties to this Deed and subject to ACT Government approval.
- v. To provide funding for the installation of interpretive displays (similar to those located in Goorooyaroo Nature Park) to be located in the Mount Majura Nature Reserve after consultation with the parties to this Deed and subject to ACT Government approval.
- vi. To provide funding to support ongoing maintenance work and weed control in Mount Majura Nature Reserve in the vicinity of the Project and associated works and subject to ACT Government approval, such funds to be administered by a committee (the "Committee") comprised of one person nominated by each of:
  - (a) North Canberra Community Council
  - (b) Watson Community Association
  - (c) Friends of Mount Majura
  - (d) Conservation Council ACT Region
  - (e) TAMS (Parks Conservation and Lands), if feasible
  - (f) Community Title Association (once formed), whose representative shall be a Resident Member

One representative of the Village will be invited to the meetings of the Committee as an observer and will be available to provide advice to the Committee, as reasonably necessary.

- vii. To provide funding to support rehabilitation work on the existing degraded portion of the Mount Majura Nature Reserve immediately East of the Project Site in consultation with all parties and subject to ACT Government approval. Such funding shall be administered by the Committee referred to in Clause 3 (vi).
- viii. To include a provision in the Community Title Management Statement which allows the reasonable periodic use (no more than bi-monthly per party) of the proposed community centre by the parties to this Deed as a meeting room for a fee of \$25.00 per meeting to be indexed in accordance with the CPI.
- ix. To allow the existing room in Canberra Heritage Village to be used as a meeting room by the parties to this Deed following completion of Stage 1 construction and until such time as building operations exclude that use.
- x. To facilitate a programme of community engagement encompassing all new residents of the Project, to be managed by the Conservation Council ACT Region Inc. in consultation with the Committee so as to develop education and community awareness amongst residents of the environmental issues related to living adjacent to Mount Majura Nature Reserve, and to foster appropriate behaviour by said residents in maintaining and enhancing the Reserve's conservation values.
- xi. To take all reasonable and proper steps to obtain ACT Government approval of traffic calming measures and a pedestrian crossing on Antill Street adjacent to, or near, the Project.

- xii. To actively engage with all other parties, as necessary, with regards to the impact of any other future developments in the locality and to constructively work with NCCC and relevant agencies in the ACT to establish a 'Code of Consultation Practice' for large developments with the aim of considering early on in the planning process their wider ecological and social 'footprint' in terms of Induced Traffic and Ecological Impact.
  - xiii. To immediately coordinate rabbit control on the Project Site.
  - xiv. To remove all weeds and invasive species from the Project Site during the course of the development to ACT Government requirements.
  - xv. To use environmentally friendly plantings for all landscaping proposed within the Project Site to ACT Government requirements.
  - xvi. To ensure that all proper measures are taken to prohibit waste and other material generated from Project construction from entering the Mount Majura Nature Reserve.
4. In recognition of the benefits that will accrue from investment in the local environment and its surrounds, Village agrees to set aside an amount of \$260,000 to fund the items contained in this Deed exclusive of the Project boundary fence. The Committee shall have the discretion and shall be responsible for allocating funds to ensure the works contemplated under this Deed are completed and the community engagement referenced in Clause 3(x) is undertaken pursuant to the objectives of this Deed.
5. The Parties acknowledge that the existing 30 metre fire break on Mt Majura Nature Reserve adjacent to the Project currently being maintained by TAMS meets the ESA requirements for Bushfire Protection.



6. Each party acknowledges that it and all other parties have executed this Deed voluntarily after considering their legal position, being under no legal compulsion to do so nor any duress and having offered or accepted no inducement except for the terms of this Deed.
  
7. The parties agree to issue a press release in the form of Attachment A to this Deed upon the execution of this Deed.

**EXECUTED by THE VILLAGE BUILDING COMPANY LIMITED ABN 97 056 509 025**  
 in accordance with Section 127 of the *Corporations Act 2001*:

*Richard Lawson*  
 Witness

*[Signature]*  
 Director  
*[Signature]*  
 Director/Secretary

**EXECUTED by NORTH CANBERRA COMMUNITY COUNCIL INC ACN A2362:**

*[Signature]*  
 Witness

*[Signature]*  
 Chair  
*Richard Lawson*  
 Deputy Chair/Secretary


**EXECUTED by WATSON COMMUNITY ASSOCIATION COUNCIL ACN 100 541 491:**


*[Signature]*  
 Witness

*Richard Lawson*  
 Chair  
*[Signature]*  
 Deputy Chair/Secretary

*[Handwritten mark]*

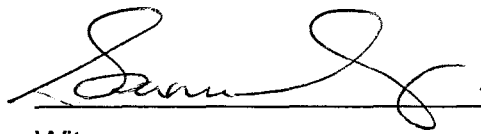
EXECUTED by THE FRIENDS OF  
MOUNT MAJURA  
REPRESENTED BY MS WALTRAUD PIX  
In the presence of:

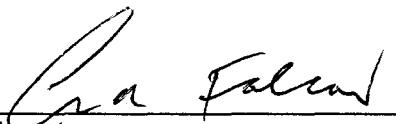
  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Signature

Waltraud Pix  
\_\_\_\_\_  
Full Name

EXECUTED by CONSERVATION  
COUNCIL ACT REGION INC ABN  
68 248 339 828 in accordance with its  
Constitution:

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Signature

IAN ROBERT FALCONER  
\_\_\_\_\_  
Full Name (Acting President)