



Biodiversity
Conservation
Trust

Variation Agreement

Made under the *Biodiversity Conservation Act 2016* (NSW)

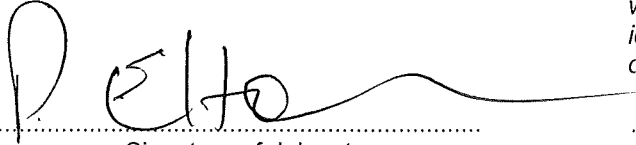
Conservation Agreement Number: CA0034

Property Name: Belltrees

Executed as a Deed

Signed, sealed and delivered for and on behalf of the Biodiversity Conservation Trust of New South Wales by an authorised delegate in the presence of the witness named below:

Executed by the Biodiversity Conservation Trust of New South Wales



Signature of delegate

14 FEB 2020

Date

Paul Elton
Chief Executive Officer

Name and title of delegate (please print)

I certify that an authorised officer of the Minister who is personally known to me or as to whose identity I am otherwise satisfied signed this dealing in my presence.



Signature of witness

NICOLELIA VOLONTÉ

Name of witness
(please print)

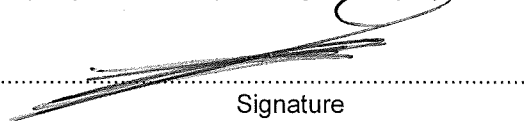
12 DARCY ST, PARARAMATTA NSW 2150

Address of witness
(please print)

Signed, sealed and delivered by the person named below (the Owner) in the presence of the witness named below:

Executed by the Owner

Certified correct for the purposes of the Real Property Act 1900 by the registered proprietor



Signature

5 December 2019

Date

Michael Ernest Richardson

Name and Title (please print)

I certify I am an eligible witness and that the registered proprietor signed this dealing in my presence.

[See note below]



Signature of witness

Lynda Royal

Name of witness
(please print)

1/5 Mayfair Pl Forster

Address of witness
(please print)

**s117 Real Property Act 1900 requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.*



Deed of Variation of Conservation Agreement under Part 5 Division 3 of the *Biodiversity Conservation Act 2016*.

This Deed is made on **14 FEB 2020**

1. Parties

The parties to this Deed are:

- The Biodiversity Conservation Trust of New South Wales (**BCT**) established under the *Biodiversity Conservation Act 2016* of Level 14, 59-61 Goulburn Street, Sydney South, SW 2000

And

- Michael Ernest Richardson (**Owner**) of 404 Mudfords Lane, Lansdowne, NSW 2430

Note: This Deed, once registered, is binding on successors in title and not just the owner named above.

2. Background

- A. The Owner is the registered proprietor of lot 218 in deposited plan 43097 (**lot 218**) and lot 1 in deposited plan 1172908 (**lot 1**).
- B. Lot 1 is a narrow irregularly shaped lot that bounds lot 218 to the west.
- C. The Owner and the BCT entered into conservation agreement number CA0034 under section 5.20 Division 4 Part 5 of the *Biodiversity Conservation Act 2016* (**BC Act**) which applies to land contained in the lot 218 (**Principal Agreement**).
- D. The conservation area is identified on page 21 titled 'Part 1, Conservation Area boundary map' in the Principal Agreement (**Conservation Area**).
- E. The BCT and the Owner have agreed to enter into an agreement pursuant to section 5.23 of the BC Act to incorporate lot 1 into the Principal Agreement.

3. Conditions:

1. Variation

- 1.1. The conservation agreement this Deed seeks to vary is conservation agreement number CA0034 registered on the title of lot 218 in deposited plan 43097.
- 1.2. The BCT and the Owner agree from the date of execution of this Deed by both Parties, the Principal Agreement is varied as follows:
 - 1.2.1. 'Part 3, Schedule of Terms Item E – Details of Land and Conservation Area' is to be amended to read as follows:

Land	Lot 218 DP 43097 & Lot 1 DP 1172908 Known as Belltrees
Conservation Area	The area highlighted yellow in the image contained in Attachment 2: Management Plan
Approximate area of Conservation Area	102.9 hectares

- 1.2.2. The image contained in 'Attachment 2: Management Plan' titled 'Part 1 Conservation Area boundary map' attached to the Principal Agreement is to be removed and replaced by the image annexed to this Deed at Annexure A.
- 1.2.3. The image contained in 'Attachment 2: Management Plan' titled 'Track and Infrastructure Map' attached to the Principal Agreement is to be removed and replaced by the image annexed to this Deed at Annexure B.
- 1.2.4. The image contained in 'Attachment 3: Management actions attachment' titled 'Part 2. Map of Management Zones' attached to the Principal Agreement is to be removed and replaced by the image annexed to this Deed at Annexure C.

2. Land Ownership

- 2.1. The Owner represents and warrants they are the sole owners of the land the subject of this Deed, being lot 218 in deposited plan 43097 and lot 1 in deposited plan 1172908.

3. Registration of this Deed

- 3.1. After execution of this Deed, the Minister will arrange for the registration of this Deed in accordance with section 5.23 of the BC Act.
- 3.2. The Owner will do all things necessary (including executing all documents) to give effect to registration of this Deed.

4. No other change

- 4.1. The Parties agree the Principal Agreement will continue in full force and effect as varied by this Deed (and any previous variations). Nothing in this Deed will be read or construed as implying any form of variation or waiver other than as expressly set out in this Deed.

5. Owner to obtain all necessary consents and comply with all laws

- 5.1. The Owner warrants that:
 - 5.1.1. from the date of execution of this Deed, the Owner has obtained the written consent of all persons whose consent is required for the entry into this Deed and registration of this Deed; and
 - 5.1.2. if any further consents are required on or after the date of execution of this Deed, the Owner will promptly obtain the written consent of all such persons including where consent is required for the continuation, variation or termination of this Deed or any registration of such dealings, whether required by this Deed or by law.

6. Costs

- 6.1.

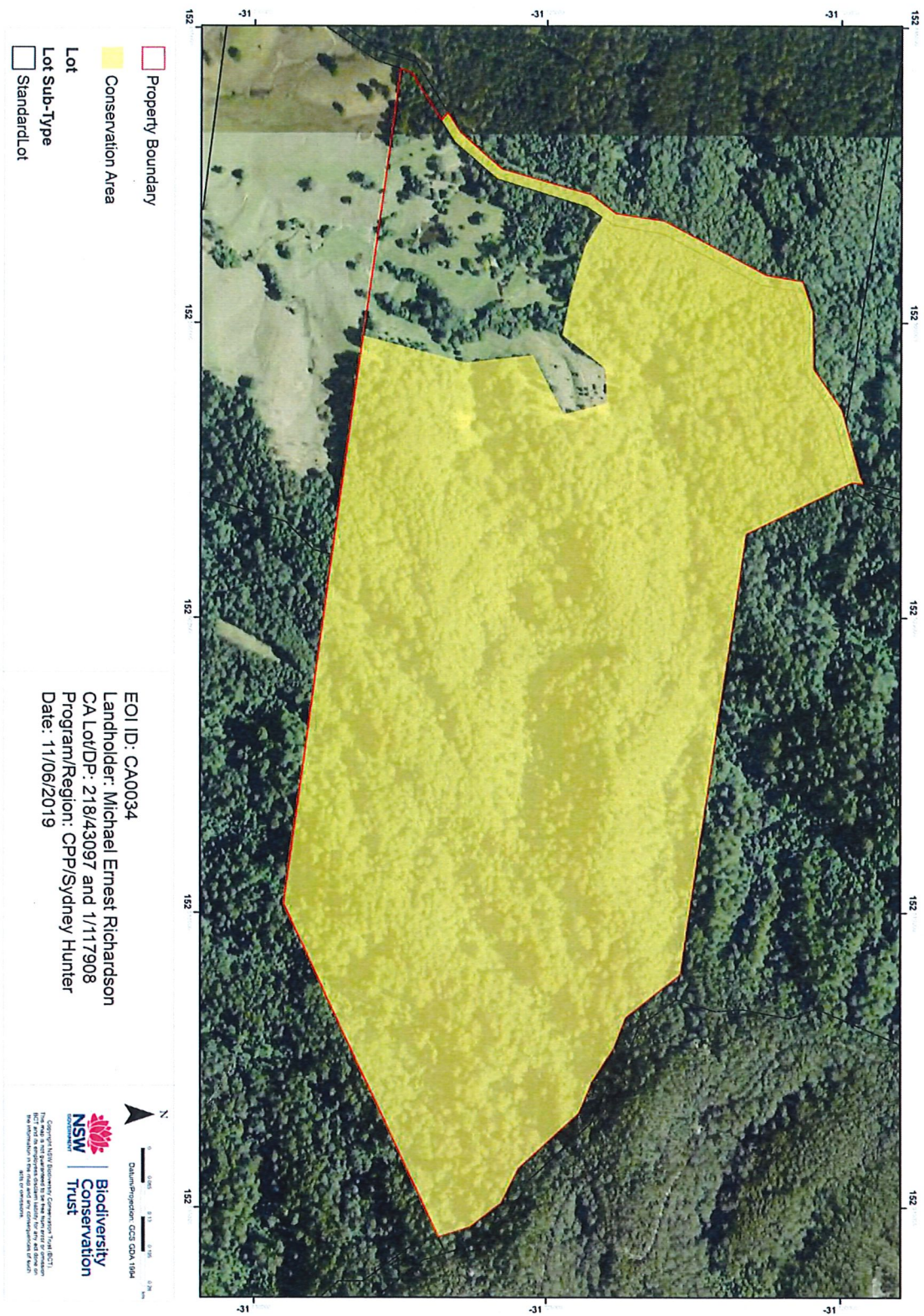
7. General

- 7.1. This Deed contains the entire agreement between the Parties in relation to the variations and any previous negotiations, agreements, representations or warranties relating to the subject matter of this Deed are of no effect.
- 7.2. Nothing in this Deed in any way restricts or otherwise affects the Minister's or the Owner's discretion to exercise their statutory powers.
- 7.3. This Deed is governed by the laws of New South Wales. The Parties submit to the non-exclusive jurisdiction of the courts of New South Wales in relation to all matters arising under, or relating to, this Deed.

8. Disclosure of Deed and information

- 8.1. In this clause, "Disclosure Information" means the information contained in this Deed (including a copy of this Deed and details of the land to which this Deed relates) and the information contained in the Principal Agreement (including a copy of the Principal Agreement and a copy of the plan of management prepared under the Principal Agreement).
- 8.2. The Owner consents to the Disclosure Information being made publicly available as part of the register of private land conservation agreements maintained by the Office of Environment and Heritage and acknowledge that the Disclosure Information may be made available to the public on the government website maintained in accordance with the BC Act.

Annexure A



Annexure B



Annexure C



NSW BCT delegate

Over