



Central Coast Council & Wathara NSW Pty Limited

Deed of Further Variation

Under cl203(5) of the *Environmental Planning and Assessment Regulation 2021*

Date:

© Lindsay Taylor Lawyers



**Deed of Further Variation
Central Coast Council & Wathara NSW Pty Limited
Amended Planning Agreement**

Table of Contents

Parties	3
Background	3
Operative provisions	3
1 Interpretation	3
2 Status of this Deed	4
3 Commencement	4
4 Warranties	4
5 Amendment to Planning Agreement	4
6 Costs	4
7 Explanatory Note	5
Execution	6
Appendix	7
Schedule	10



Deed of Variation to Central Coast Council & Wathara NSW Pty Limited Amended Planning Agreement

Under cl203(5) of the *Environmental Planning and Assessment Regulation 2021*

Parties

Central Coast Council (ABN 73 149 644 003) of 2 Hely Street, Wyong NSW
(**Council**)

and

Wathara NSW Pty Limited (ACN 634 482 349) of Level 16, 101 Miller St North
Sydney NSW (**Developer**)

Background

- A The Parties are Parties to the Amended Planning Agreement.
- B Pursuant to clause 8.1 of the Amended Planning Agreement, the Parties agree to amend the Amended Planning Agreement to make amendments to the C2 Land Contribution.

Operative provisions

1 Interpretation

- 1.1 In this Deed the following definitions apply:

Amended Planning Agreement means the Central Coast Council & Wathara NSW Pty Limited Amended Planning Agreement made under s7.4 of the *Environmental Planning and Assessment Act 1979* and entered into between the Parties on 11 February 2026.

Deed means this Deed of Variation and includes any schedules, annexures and appendices to this Deed.

Regulation means the *Environmental Planning and Assessment Regulation 2021*.

- 1.2 All other capitalised words used in this Deed have the meanings given to those words in the Amended Planning Agreement.

2 Status of this Deed

- 2.1 This Deed is an amendment to the Amended Planning Agreement within the meaning of clause 203(5) of the Regulation.
- 2.2 This Deed is not a planning agreement within the meaning of s7.4(1) of the Act.

3 Commencement

- 3.1 This Deed takes effect on the date when all Parties have executed this Deed.
- 3.2 The Party who executes this Deed last is to insert on the front page the date they did so and provide a copy of the fully executed and dated Deed to any other person who is a Party.

4 Warranties

- 4.1 The Parties warrant to each other that they:
- 4.1.1 have full capacity to enter into this Deed, and
- 4.1.2 are able to fully comply with their obligations under this Deed.

5 Amendment to Planning Agreement

- 5.1 On and from the date this Deed takes effect the Amended Planning Agreement is further amended in accordance with the marking-up shown on the copy of the Amended Planning Agreement contained in the Schedule.

6 Costs

- 6.1 The Developer is to pay to the Council the Council's reasonable costs of preparing, negotiating, executing and stamping this Deed, and any document related to this Deed within 7 days of a written demand by the Council for such payment.
- 6.2 This clause continues to apply after expiration or termination of this Deed.

7 Registration of this Deed

- 7.1 Clause 14 of the Amended Planning Agreement applies to this Deed as if a reference to the Agreement in that clause were a reference to this Deed.
- 7.2 The reference to clause 10 in clause 14.3 applies as if it is a reference to clause 10 of the Amended Planning Agreement.

8 Explanatory Note

- 8.1 The Appendix contains the Explanatory Note relating to this Deed required by clause 205 of the Regulation.
- 8.2 Pursuant to clause 205(5) of the Regulation, the Parties agree that the Explanatory Note is not to be used to assist in construing this Deed.

**Deed of Further Variation to Central Coast Council & Wathara NSW
Pty Limited Amended Planning Agreement**



Central Coast Council (Council)

Wathara NSW Pty Limited (Developer)

Execution

Executed as a Deed

Dated:

Executed on behalf of the Council

General Manager

Witness

Executed on behalf of the Developer in accordance with s127(1) of the
Corporations Act (Cth) 2001

Name/Position

Name/Position

Appendix

(Clause 7)

Environmental Planning and Assessment Regulation 2021

(Clause 205)

Explanatory Note

Draft Deed of Variation to Central Coast Council & Wathara NSW Pty Limited Amended Planning Agreement

Under cl203(5) of the *Environmental Planning and Assessment Regulation 2021*

Parties

Central Coast Council (ABN 73 149 644 003) of 2 Hely Street, Wyong NSW
(**Council**)

and

Wathara NSW Pty Limited (ACN 634 482 349) of Level 16, 101 Miller St North
Sydney NSW (**Developer**)

Description of the Land to which the Draft Deed of Variation Applies

Lot 522 DP 1077907, Lot 3 DP 101649 and Lot 4 DP 1000694 also known as 985-991 The
Entrance Road and 139 Bakali Road Forresters Beach.

Description of Proposed Development

The development of the Land, as shown in Schedule 3 of the Central Coast Council & Wathara NSW Pty Limited Amended Planning Agreement made under s7.4 of the *Environmental Planning and Assessment Act 1979* and entered into between the Parties on 11 February 2026 (**Amended Planning Agreement**), for the purposes of residential subdivision and any ancillary works.

Summary of Objectives, Nature and Effect of the Draft Deed of Variation

Objectives of Draft Deed of Variation

To make amended provision in respect of the Open Space Contribution in Item 2 of Schedule 2 of the Amended Planning Agreement.

Nature of Draft Deed of Variation

The nature of the Draft Deed is to amend the Amended Planning Agreement as permitted and in accordance with clause 8.1 of that agreement.

Effect of the Draft Deed of Variation

The effect of the Draft Deed is to:

- require the C2 Land Contribution to be made in accordance with an updated vegetation management plan prepared by Fraser Ecological and dated 3 December 2025;
- require an amended security for performance of the C2 Land Contribution; and
- make all necessary consequential changes to the Amended Planning Agreement to achieve the above.

Assessment of the Merits of the Draft Deed of Variation

The Planning Purposes Served by the Draft Deed of Variation

To facilitate the Development proposed by the Developer in Land and Environment Court proceedings 2024/00328923 in regard to ecological matters.

How the Draft Deed of Variation Promotes the Public Interest

The public interest is promoted because:

- The Developer will carry out the C2 Land Contribution in accordance with the updated vegetation management plan.
- The security for performance of the contribution will provide for compliance with the vegetation management plan in accordance with the VMP for a period of 20 years rather than 8.

For Planning Authorities:

Development Corporations - How the Draft Deed of Variation Promotes its Statutory Responsibilities

N/A

Other Public Authorities – How the Draft Deed of Variation Promotes the Objects (if any) of the Act under which it is Constituted

N/A

Councils – How the Draft Deed of Variation Promotes the Elements of the Council's Charter

The Draft Planning Agreement promotes the elements of the Council's charter by:

- enabling the provision of adequate, equitable and appropriate services and facilities for the community
- enabling the proper management, development and enhancement of the area for which it is responsible, in a manner that is consistent with and promotes the principles of ecologically sustainable development
- enabling it as the custodian and trustee of public assets to effectively plan for, account for and manage the assets for which it is responsible.

All Planning Authorities – Whether the Draft Deed of Variation Conforms with the Authority's Capital Works Program

Yes

All Planning Authorities – Whether the Draft Deed of Variation specifies that certain requirements must be complied with before a construction certificate, occupation certificate or subdivision certificate is issued

- No.



Schedule

(Clause 5)

Further Amended Planning Agreement