

Table of contents

1. Definitions and Interpretation clauses

- 1.1 Definitions
- 1.2 Interpretation

2. Compensation Amount

3. Title

4. Release and Indemnity

5. *Government Information (Public Access) Act 2009 (NSW)*

6. *Privacy and Personal Information Protection Act 1998 (NSW)*

7. General

- 7.1 Governing law
- 7.2 No restriction on rights
- 7.3 Severance
- 7.4 Entire agreement
- 7.5 Variation
- 7.6 Waiver
- 7.7 Costs and expenses
- 7.8 Nature of obligations
- 7.9 Further action
- 7.10 Counterparts
- 7.11 Survival

Signing page

Annexure "A" Determination of Compensation

Deed of Release and Indemnity: 4-6 Dora Street, Hurstville

Date 20th December

2018


Parties	<p>[REDACTED]</p> <p>(Releasors)</p>
	<p>Georges River Council</p> <p>ABN 57 789 014 855 of Cnr MacMahon and Dora Streets, Hurstville, New South Wales</p> <p>(Council)</p>
Recitals	<p>A. [REDACTED] is the registered proprietor of the Land as recorded on Certificates of Title Volume 4311 Folio 200 and Volume 4317 Folio 194.</p> <p>B. By operation of Section 16(1) of the BPT Act, the Land was vested (upon the commencement of the BPT Act on 14 September 1984) in The Baptist Churches of New South Wales Property Trust.</p> <p>C. On 31 March 2017, the Council acquired the Land by compulsory process in accordance with the Act.</p> <p>D. [REDACTED] claimed a compensable interest in the Land.</p> <p>E. The Valuer General has since determined the Compensation Amount as the compensation payable to [REDACTED] under the Act because of the compulsory acquisition of the Land.</p> <p>F. The Releasors have agreed to accept the Compensation Amount plus the Interest Amount in full satisfaction of the Releasors' claim for compensation because of the Council's compulsory acquisition of the Land and [REDACTED]</p> <p>G. The parties have agreed to enter into this Deed to formalise their arrangements on the following terms.</p>

This deed witnesses that in consideration, among other things, of the mutual promises contained in this deed the parties agree as follows:

1. Definitions and interpretation clauses

1.1 Definitions

In this Deed:

Act	means the <i>Land Acquisition (Just Terms) Compensation Act 1991</i>
BPT Act	means the <i>Baptist Property Churches of New South Wales Property Trust Act 1984</i>
Compensation Amount	 as provided in the Determination of Compensation attached to this Deed and marked "A"
Court	means the Land and Environment Court of New South Wales
GIPA Act	means the <i>Government Information (Public Access) Act 2009</i>
Government Contracts Register	is the register maintained by the Council in accordance with and for the purpose of Division 5 of Part 3 of the GIPA Act
GST	means the goods and services tax payable under <i>A New System (Goods and Services Tax) Act 1999</i> (Cth)
Interest Amount	means
Land	means Lots 13 and 14 in Deposited Plan 6510 being the whole of the land comprised in Certificates of Title Volume 4311 Folio 200 and Volume 4317 Folio 194 respectively
PPIP Act	means the <i>Privacy and Personal Information Protection Act 1998</i>

1.2 Interpretation

In this Deed:

- (a) headings and clause numbers are for convenience only and do not form part of the document or affect its interpretation;
- (b) the singular number includes the plural and vice versa, unless the context requires otherwise;
- (c) a reference to a party includes that party's executors, administrators, trustees, successors and permitted assigns;
- (d) a reference to a person includes an individual, corporation, unincorporated association, partnership, joint venture or government body;
- (e) references to any statute, ordinance or other law include all regulations and other instruments under it and all consolidations, amendments, re-enactments or replacements of it;
- (f) money references are in Australian dollars, unless otherwise provided; and
- (g) a reference to a "month" means a calendar month.

2. Compensation Amount

The Releasors acknowledge receipt of the Compensation Amount and the Interest Amount in full satisfaction of the Releasors' claim for compensation because of the Council's compulsory acquisition of the Land.

3. Title

Simultaneously upon the delivery of this Deed to the Council, the Releasors must deliver to the Council the original Certificates of Title for the Land (Volume 4311 Folio 200 and Volume 4317 Folio 194).

4. Release and Indemnity

4.1 In consideration of the payment of the Compensation Amount and the Interest Amount by the Council, the Releasors each unconditionally and irrevocably:

- (a) release and discharge the Council from all claims, demands and entitlements that the Releasors may now have or but for this Deed, would have had at any time in the future in relation to the compulsory acquisition of the Land (including to the fullest extent allowed by law, in relation to the compensation payable to the Releasor for the Council's compulsory acquisition of the Land);

- (b) indemnify the Council against all liability in relation to any claim with respect to the compulsory acquisition of the Land (including the compensation payable to the Releasors for the Council's compulsory acquisition of the Land);
- (c) agree not to make any claim or demand or commence any action or proceeding against the Council in relation to the compulsory acquisition of the Land (including the compensation payable to the Releasors for the Council's compulsory acquisition of the Land); and
- (d) agree that this Deed may be pleaded in bar of any such action or proceeding.

4.2 It shall be unnecessary for the Council to incur any expenditure before enforcing the indemnity under clause 4.1(b).

5. Government Information (Public Access) Act 2009 (NSW)

5.1 The Council may register the particulars of this Deed on the Government Contracts Register.

5.2 The Releasors each acknowledge that they have familiarised themselves with the terms of the GIPA Act and are aware of the precise nature of the particulars to be registered which extend to include, as the case may require, this Deed.

5.3 The Releasors each consent to the registration of such particulars by the Council.

6. Privacy and Personal Information Protection Act 1998 (NSW)

The Releasors each:

- (a) acknowledge the provisions of Section 5 of the PPIP Act; and
- (b) agree that the terms of this Deed accurately reflect and document the agreed terms between the Releasors and the Council.

7. General

7.1 Governing Law

This Deed is governed by the laws of New South Wales.

7.2 No restriction on rights

Nothing in this Deed is deemed in any way to restrict or limit the powers of the Council or fetter the Council in the exercise of its statutory functions and in the event such exercise is undertaken in accordance with the law, such exercise cannot and does not constitute a breach of this Deed.

7.3 Severance

If a clause is void, illegal or unenforceable, it may be severed without effecting the other provisions in this Deed.

7.4 Entire agreement

This Deed replaces all previous agreements about its subject matter and constitutes the entire agreement between the parties.

7.5 Variation

A variation of this Deed must be in writing and signed by the parties.

7.6 Waiver

- (a) No right under this Deed is waived or deemed to be waived, except by written notice signed by the party waiving the right, or its authorised officer.
- (b) A party does not waive its rights under this Deed by granting an extension or forbearance to another party.

7.7 Costs and expenses

Each party will pay its own costs and expenses arising from this Deed and any related documents, unless otherwise set out in this Deed.

7.8 Nature of obligations

- (a) An obligation of two or more persons under this Deed binds them jointly and severally.
- (b) This Deed is not intended to create a partnership, joint venture or relationship of principal and agent between the parties.

7.9 Further action

Each party must take all necessary further action to give full effect to this Deed.

7.10 Counterparts

This Deed may be executed in any number of counterparts.

7.11 Survival

The terms of this Deed survive its termination to the extent permitted by law.

DETERMINATION OF COMPENSATION

Land Acquisition (Just Terms Compensation) Act 1991
Valuation of Land Act 1916



Valuer General

Valuer General's reference: VVGC.JT00854

Authority's reference: BSO:626228

ACQUIRING AUTHORITY: Georges River Council.

CLAIMANT: [REDACTED]

PARTICULARS OF LAND ACQUIRED:

The land described in the schedule below, excluding only those mines or deposits of minerals in the land expressly reserved to the Crown, is acquired by compulsory process in accordance with the *Land Acquisition (Just Terms Compensation) Act 1991* for civic precinct facilities.

Schedule

Lot 13 DP6510

Lot 14 DP6510

DATE OF ACQUISITION: 31st March 2017.

DETERMINATION OF COMPENSATION: [REDACTED]

The above determination comprises:

Market value	[REDACTED]
Special value	[REDACTED]
Severance	[REDACTED]
Disturbance	[REDACTED]
Disadvantage Resulting From Relocation	[REDACTED]
Increase in the value of other land	[REDACTED]
Decrease in the value of other land	[REDACTED]

Any liability for the GST is a factor in the market for property and is therefore embedded in the land's market value as defined in section 56 of the Land Acquisition (Just Terms Compensation) Act 1991, and also in allowances for certain other costs. Consequently this determination is GST inclusive where applicable.

The valuation report VVGC.JT00854 that was considered in making this determination is annexed. For more information on the report, please contact the Just Terms Compensation Unit via email at Just_Terms@property.nsw.gov.au or telephone 02 9860 5200.

Signature

Name: Paul Goldsmith AAPI

Certified Practising Valuer

Principal Valuer Compensation Valuations

for Simon Gilkes, NSW VALUER GENERAL

Date: 31st August 2018