



EXTRAORDINARY COUNCIL MEETING

Monday 7 July, 2025

at 9:00am

Council Chambers, 56 Chanter Street, Berrigan



Under Separate Cover Appendices



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1991 PREMIERS PTY LTD ACN 108 104 258 AS TRUSTEE FOR TOCUMWAL PROPERTY TRUST

AND

BERRIGAN SHIRE COUNCIL

DEED OF RELEASE OF RESTRICTION AS TO USER

Cassidys Morrison & Teare

22 Main Street, Cobram VIC 3644
PO Box 19, Cobram 3644
Phone: 03 5872 2211
Email: belinda@cmat.com.au
Ref: BM:1193108



THIS DEED dated 3rd day of June 2025

BETWEEN



AND

Berrigan Shire Council of 56 Chanter Street, Berrigan, New South Wales
(Authority Benefited)

(collectively "the Parties")

RECITALS

1. The Registered Proprietor owned land contained in Folio Identifier 1/DP802330 ("Parent Title").
2. A restriction on the use of land was registered on the Parent Title pursuant to section 88B of the Conveyancing Act 1919, benefiting the Authority Benefited, and contained in plan DP802330 ("Restriction").
3. The terms of the Restriction provide that "No person other than a person referred to in Clause 12.3 of Interim Development Order No. 1 – Berrigan Shire Council shall erect or cause to have erected a dwelling-house on the land the subject of this restriction."
4. The Authority Benefited is empowered to release, vary or modify the Restriction.
5. The Authority Benefited is unable to produce a copy of the Interim Development Order referred to in the Restriction.
6. The Parties agree that Interim Development Order No. 1 – Shire of Berrigan, was repealed by the Berrigan Local Environmental Plan 1992 and is therefore no longer in force.
7. On about 7 January 2025, the Registered Proprietor successfully registered a plan of subdivision for the Parent Title ("DP1305184"), with the consent of the Authority Benefited, which created 13 new land parcels ("the Lots").
8. Following registration of the plan DP1305184 and creation of the Lots, the Restriction now burdens the Certificates of Title for all of the Lots.
9. Given the circumstances in the Recitals above, the Parties have agreed to enter into this Deed to remove the Restriction from the Certificate of Title for all of the Lots.

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OPERATIVE PART

1. The Authority Benefited hereby authorises and consents to the Registered Proprietor making application to New South Wales Land Registry Services (NSW LRS) for the removal of the Restriction secondly referred to in plan DP802330 from the Certificates of Title for the Lots (see Schedule A).
2. The Authority Benefited shall do all things necessary to enable the Registered Proprietor to lodge the application referred to in Item 1, along with a copy of this Deed as supporting evidence for the said application, without hindrance and in a timely manner, including but not limited to executing any further agreement or Deed in order to give effect to the application or rectify any requisition on the said application by NSW LRS.
3. Until such time as this Deed is lodged and the application referred to in Item 1 is registered with NSW LRS, the Benefited Authority consents to the Registered Proprietor providing a copy of this Deed to any successors or prospective successors in Title to the Registered Proprietor.
4. The Parties certify that they have the authority and legal capacity to enter into this Deed which they have considered in detail, and the consequences of which they understand, and which they have done freely, having sought or had the opportunity to seek such legal and other advice as they deem prudent and necessary.
5. The Parties acknowledge and agree that the terms of this Deed will bind the Authority Benefited with the Registered Proprietor, its successors, transferees and assignees for each of the Lots.
6. The Authority Benefited will pay their own costs in relation to this Deed.
7. This Deed may be executed in any number of counterparts, each of which will be an original but which together will constitute the same instrument. Unless otherwise specified the date of the Deed will be the date on which it is executed by the last party.
8. An amendment or variation to this Deed is not effective unless it is in writing and signed by all the Parties.
9. Any waiver by any party of its rights regarding any breach of this Deed by another party shall not be deemed a waiver regarding any subsequent breach of the same or a different kind.
10. If anything in this Deed is unenforceable, illegal or void, it is severed and the rest of the Deed remains in force.
11. A notice to a party under this Deed must be in writing and delivered to that party, or to a lawyer/legal representative who has confirmed they have instructions to receive it on the party's behalf, in one of the following ways:
 - (a) personally; or



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- (b) by mail, when it will be treated as received on the third business day after posting; or
 - (c) by email, when it will be treated as received when it enters the recipient's information system.
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Execution page

EXECUTED AS A DEED

EXECUTED BY 1991 Premiers Pty Ltd ACN
108 104 258 by being signed by those
authorised to sign pursuant to s127 of
the Corporations Act 2001 Cth

Sole Director and Secretary

Name: [REDACTED]

EXECUTED as an agreement

THE COMMON SEAL of BERRIGAN SHIRE COUNCIL

Hereunto affixed pursuant to Regulation 400 of the *Local Government (General) Regulation 2021* and in accordance with a resolution of Council passed on

the **3rd day of June 2025.**

**Signature of
Manager Planning & Development**

in the presence of:

Noureen Wajid

Signature of Witness

Name of witness



Annexure A – list of Lots

- Lot 1 - Folio Identifier 1/DP1305184
- Lot 2 - Folio Identifier 2/DP1305184
- Lot 3 - Folio Identifier 3/DP1305184
- Lot 4 - Folio Identifier 4/DP1305184
- Lot 5 - Folio Identifier 5/DP1305184
- Lot 6 - Folio Identifier 6/DP1305184
- Lot 7 - Folio Identifier 7/DP1305184
- Lot 8 - Folio Identifier 8/DP1305184
- Lot 9 - Folio Identifier 9/DP1305184
- Lot 10 - Folio Identifier 10/DP1305184
- Lot 11 - Folio Identifier 11/DP1305184
- Lot 12 – Folio Identifier 12/DP1305184
- Lot 13 - Folio Identifier 13/DP1305184



CASSIDYS MORRISON AND TEARE
22 Main ST
Cobram 3644



ABN: 23 519 493 925
GPO Box 15
Sydney NSW 2001
P: 02 8776 3575
W: www.nswlrs.com.au

Case Number: AV130634
Our Ref: AV130634:1
Invoice: D3930497X
REQUISITION RAISED: 16/6/2025

Date: 16/6/2025

LODGING PARTY REQUISITION

Your Reference : BM:CS:1193108

Examination of the above case has been completed and the following matters require your attention:

1. AV130634 ER
The execution of the council in the deed requires revision. The seal of the council is missing.

Further, the affixing of the seal must be attested by:

- the general manager and the mayor, or
- the general manager and at least one councillor, or
- the mayor and at least one councillor, or
- at least two councillors.

The name & capacity of the persons attesting the affixing of the seal must be stated.

For other execution options, see:
https://rg-guidelines.nswlrs.com.au/land_dealings/execution_dealing_for_ms/localcouncils

Please be advised that payment of Requisition Invoice D3930497X is required before registration of these documents.

The documents mentioned within will be rejected and fees forfeited unless placed in order by 15/8/2025 or otherwise stated in the requisition above.

Where further time is required to satisfy the requisition, a written request for an extension must be submitted prior to the expiration of the 2 month period. Any extension given will be for a period of 1 month only. No further extension will be granted unless exceptional circumstances can be demonstrated.

A written request is required for separate registration of dealings not



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Date: 16/6/2025

LODGING PARTY REQUISITION

affected by this requisition.

Please direct inquiries to DealingInquiry@nswlrs.com.au or telephone 02 8776 3575 and quote the Case Number.

REGISTRAR GENERAL



3 June 2025



Solicitor, Cassidys Morrison & Teare

Madam,

Restriction on the use of land registered on the Parent Title

There is a restriction on Title DP802330 which limits the future development of the land. Specifically, it provides that *"No person other than a person referred to in Clause 12.3 of Interim Development Order No. 1 – Berrigan Shire Council shall erect or cause to have erected a dwelling-house on the land the subject of this restriction"* which prevents the construction of a dwelling.

The restriction was imposed by Council under Clause 12.3 of the Interim Development Order, which was repealed by the 1992 Local Environment Plan and later replaced by the 2013 Local Environment Plan. The restriction is therefore no longer applicable. This was not considered at the time the subdivision development application was approved.

In terms of setting aside the restriction, Council have today signed a Deed which confirms support for this. It is Council's understanding that Cassidys Morrison & Teares solicitors will commence the formal process with the Titles Office.

In the meantime, in the event that a landowner of a lot within the approved subdivision contacts Council, they will be advised that while the restriction is technically still in force, the process has commenced to remove it, so that they can lodge the relevant applications to obtain the relevant consents for development of their lot with a dwelling.

If you require any further clarification, please email me on sarah.griffiths@berriganshire.nsw.gov.au or telephone 03 5888 5100.

Yours sincerely,

Sarah Griffiths

Manager, Planning and Development

Noureen Wajid

Witness Name

Witness Signatures