

Deed of Rectification

Macarthur Gardens North Planning Agreement

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Ref: 45 0305



Deed of Rectification

Macarthur Gardens North Planning Agreement

Parties

Council	Name	Campbelltown City Council
	Address	91 Queen Street Campbelltown NSW 2560
	ABN	31 459 914 087
Landcom	Name	Landcom
	Address	Level 14, 60 Station Street East Parramatta NSW 2150
	ABN	79 268 260 688

Background

- A** Council and Landcom entered into the document entitled '*Macarthur Gardens North Planning Agreement*' dated 11 September 2024 (**Planning Agreement**).
- B** It has come to the attention of the parties that the Planning Agreement makes various references to '*proposed Lot 15*' in Schedule 2 of the Planning Agreement when it was the intention of the parties for this to read '*proposed Lot 17*' to accord with the plan of subdivision attached as Schedule 3 of the Planning Agreement.
- C** Pursuant to clause 6 of the Planning Agreement, the parties wish to enter into this document to rectify that error on the terms set out in this document.

Operative Provisions

1 Definitions & Interpretation

1.1 Defined Terms

In this document, words defined in the Planning Agreement have the meaning ascribed to them in the Planning Agreement.

1.2 Interpretation

The interpretational rules contained in the Planning Agreement apply in the interpretation of this document.

2 Rectification

The parties, by entering into this document:

- (1) acknowledge that the words '*proposed Lot 15*' in Items 4, 5, 6 and 7 in Part B of Schedule 2 of the Planning Agreement were included in the Planning Agreement in error;
- (2) declare that the intention of the parties was for the words '*proposed Lot 15*' in Items 4, 5, 6 and 7 in Part B of Schedule 2 of the Planning Agreement to read '*proposed Lot 17*' to accord with the plan of subdivision attached at Schedule 3 of the Planning Agreement; and
- (3) with effect on and from the execution of the Planning Agreement, rectify and amend the Planning Agreement by replacing the words '*proposed Lot 15*' in Items 4, 5, 6 and 7 in Part B of Schedule 2 of the Planning Agreement with the words '*proposed Lot 17*'.

3 Affirmation

Notwithstanding the rectification referred to in clause 2(3), the parties affirm that the Planning Agreement remains valid and effective.

4 Costs

Each party must pay its own costs of negotiating, preparing and executing this document.

5 Administrative Provisions

5.1 Entire agreement

This document is the entire agreement of the parties on the subject matter. All prior agreements, representations, undertakings, communications and arrangements in relation to the subject matter (whether orally or in writing) are superseded by this document.

5.2 Waiver

The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the parties to be bound by the waiver.

5.3 Cooperation

Each party must sign, execute and deliver all deeds, documents, instruments and act reasonably and effectively to carry out and give full effect to this document and the rights and obligations of the parties under it.

5.4 Counterparts

This document may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument. A party who has executed a counterpart of this document may exchange it with another party by emailing a pdf (portable document format) copy of, the executed counterpart to that other party, and if

requested by that other party, will promptly deliver the original by hand or post. Failure to make that delivery will not affect the validity and enforceability of this document.

5.5 Amendment

This document may only be amended or supplemented in writing signed by all parties.

5.6 Unenforceability

Any provision of this document which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid or enforceable, and is otherwise capable of being severed to the extent of the invalidity or enforceability, without affecting the remaining provisions of this document or affecting the validity or enforceability of that provision in any other jurisdiction.

5.7 Power of Attorney

Each attorney who executes this document on behalf of a party declares that the attorney:

- (1) has the authority to do so under the power of attorney; and
- (2) has no notice of:
 - (a) the revocation or suspension of the power of attorney by the grantor; or
 - (b) the death or insolvency of the grantor.

5.8 Governing law

The law in force in the State of New South Wales, Australia governs this document. The parties:

- (1) submit to the exclusive jurisdiction of that State and any courts that may hear appeal from those courts in respect of any proceedings in connection with this document; and
- (2) may not seek to have any proceedings removed from the jurisdiction of that State on the grounds of *forum non conveniens*.

5.9 Electronic execution

- (1) The parties agree that:
 - (a) a party may electronically sign a soft copy of this document through a medium approved by Landcom and by doing so will:
 - (i) bind itself to this document; and
 - (ii) satisfy any statutory or other requirements for this document to be in writing and signed by that party; and
 - (b) a soft copy of this document executed by all parties will constitute an executed original counterpart and if that document is printed with the parties' electronic signatures appearing that print-out will also constitute an executed original counterpart.

Execution page

Executed as a deed

Dated:

Executed by Campbelltown City Council by its duly authorised officer pursuant to delegation from Council and in the presence of:



Witness (Signature)

ZORAN SARIN

Name of Witness (Print Name)



Authorised Officer (Signature)

Scott Cox

Name of Authorised Officer (Print Name)

Signed, sealed and delivered for and on behalf of Landcom by its attorneys jointly under power of attorney Book 4808 No 586 dated 2 February 2023. By signing this document, each attorney certifies that they have no notice of revocation of such powers and authorities.

Signed in the presence of:



Witness (Signature)

CORYNNE THOMPSON

Name of Witness (Print Name)



Attorney (Signature)

SULWIA KUZMICZENKO

Name of Attorney (Print Name)

14/60 STATION ST PARAMATTA

Address of Witness (Print Address)

SENIOR SOLICITOR

Position of Attorney (Print Position)

Signed in the presence of:



Witness (Signature)

Lilli Martin

Name of Witness (Print Name)



Attorney (Signature)

CLAYTON SEVERINO

Name of Attorney (Print Name)

14/60 STATION ST PARRAMATTA

Address of Witness (Print Address)

DIRECTOR, LEGAL

Position of Attorney (Print Position)