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# Third Deed of Amendment to the Calderwood Urban Development Project Planning Agreement

Minister for Planning  
Lendlease Communities (Australia) Limited

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## DETAILS

Date: 10 July 2018

## Parties

(1) Minister for Planning (Minister)

ABN 38 755 709 681  
Address c/- NSW Department of Planning and Environment  
320 Pitt Street  
SYDNEY NSW 2000

(2) Lendlease Communities (Australia) Limited (Developer)

ABN 88 000 966 085  
Address Level 14, Tower Three, International Towers  
Exchange Place  
300 Barangaroo Avenue  
BARANGAROO NSW 2000

## Introduction

- A. On 3 March 2011, the Minister and the Developer entered into the Planning Agreement.
- B. On 21 December 2016, the Planning Agreement was amended by the First Amendment Deed.
- C. The Planning Agreement was further amended by the Second Amendment Deed.
- D. The parties have agreed to further amend the Planning Agreement, as set out in this deed, the Third Amendment Deed.

## It is agreed

### 1. Definitions and interpretation

#### 1.1 Definitions

In this deed:

**First Amendment Deed** means the 'Amendment Deed Calderwood Urban Development Project' dated 21 December 2016, entered into between the Minister and the Developer.

**Planning Agreement** means the voluntary planning agreement dated 3 March 2011, entered into between the Minister and the Developer, as amended by the First Amendment Deed.

**Second Amendment Deed** means the 'Second Deed of Amendment to the Calderwood Urban Development Project Planning Agreement' entered into between the Minister and the Developer.

**Third Amendment Deed** means this Deed.

## 1.2 Interpretation

In this deed, unless the contrary intention appears:

- (a) expressions and phrases used but not defined in this deed will have the same meanings as they have in the Planning Agreement;
- (b) clause 1.2 of the Planning Agreement will apply to the interpretation and construction of this deed.

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## 2. Amendment to Planning Agreement

### 2.1 Amendment

On and from the date of this deed, the Planning Agreement is amended as set out in this clause 2.

### 2.2

The text in the table in **Schedule 4, paragraph 1, column 3, section 1** in the first dot point under the reference to "**Education Milestones**" is replaced with the following:

- 1 public primary school: before the issue of a Subdivision Certificate which relates to land comprising (amongst other land) an Allotment on which the 1,500<sup>th</sup> Dwelling is proposed to be constructed; and

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## 3. Registration of this deed

### 3.1 Registration

- (a) As contemplated by section 93H of the Act, the Developer agrees to lodge this deed for registration under the Real Property Act in the relevant folios of the Register for all of the Land upon which the Planning Agreement is registered, within 10 Business Days after the date on which this deed, executed by the Minister, is returned to the Developer.
- (b) The Developer will provide the Minister with a copy of the relevant folio of the Register and a copy of the registered dealing which provide evidence that clause 3.1(a) has been satisfied, within 10 Business Days after the date of registration.

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## 4. General

### 4.1

This deed and the Planning Agreement constitute the entire agreement between the parties regarding the matters set out in those documents and supersede any prior representations, understandings or arrangements between the parties, whether orally or in writing

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## 5. Expenses

### 5.1

The Developer must pay its own, and the Minister's reasonable legal costs and disbursements in connection with the negotiation, preparation, execution and carrying into effect of this deed.

- 5.2 The Developer must pay for all reasonable costs and expenses associated with the giving of public notice of this deed and the explanatory note in accordance with the Regulation, and the review of any submissions received during the public notice period.
- 5.3 The Developer must pay all taxes assessed on or in respect of this deed and any instrument or transaction required or contemplated by or necessary to give effect to this deed (including stamp duty and registration fees, if applicable).
- 5.4 The Developer must provide the Minister with bank cheques in respect of the Minister's costs pursuant to clauses 5.1 and 5.2 above:
- (a) where the Minister has provided the Developer with written notice of the sum of such costs prior to execution, on the date of execution of this deed; or
  - (b) where the Minister has not provided the Developer with prior written notice of the sum of such costs prior to execution, within 10 Business Days of demand by the Minister for payment.

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**6. Amendments not to affect accrued rights and obligations**

- 6.1 The amendments to the Planning Agreement do not affect the validity or enforceability of the Planning Agreement as amended.
- 6.2 Nothing in this deed:
- (a) prejudices or adversely affects any right, power, authority, discretion or remedy arising under the Planning Agreement before the date of this deed; or
  - (b) discharges, releases or otherwise affects any liability or obligation under the Planning Agreement before the date of this deed.

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**7. Confirmation**

- 7.1 Upon execution of this deed by both parties, each party is bound by the Planning Agreement as amended by this deed.

**Executed as a deed**

**Signed sealed and delivered** for and on )  
behalf of the **Minister for Planning ABN** )  
**38 755 709 681** in the presence of: )




Signature of Witness

PATRICK DOYLE

Name of Witness in full  
(BLOCK LETTERS)

SIGNED by BRENDAN NELSON as delegate  
for the Minister for Planning  
administering the  
Environmental Planning and Assessment Act, 1979



Signature of delegate of the Minister

Name of delegate in full  
(BLOCK LETTERS)


**Executed** as a deed in accordance with )  
Section 127 of the *Corporations Act 2001* by )  
**Lendlease Communities (Australia) Limited** )  
**ABN 88 000 966 085**)



Signature of Secretary/Director

Susan Ann Westlake

Full name  
(BLOCK LETTERS)



Signature of Secretary/Director

MATTHEW JAMES WALLACE

Full name  
(BLOCK LETTERS)