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Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: 73-85 and 143-155 Ash Road, Leopold VIC 3224

**Purpose of Agreement: Payment of Infrastructure Contributions and Delivery of
Infrastructure Projects**

City of Greater Geelong

and

##

and

##

Draft 3 – 4 February 2021

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NOTE

This Agreement requires:

- each Owner (who has entered into an identical agreement) to pay an Infrastructure Contribution Liability which is payable in stages based on the Net Developable Area in that Stage; and
- the provision of one or more Infrastructure Projects before specified milestones.

This Agreement **does not** identify which Owner is required to deliver any particular Infrastructure Project although the obligation to provide the land component of any Infrastructure Project falls on the owner of that land in which the land component resides.

All Owners of the Subject Land contained in this or an identical Agreement are expected to agree among themselves as to who will be responsible for the delivery of the specified Infrastructure Projects where it comprises works as set out in Schedule 3 to this Agreement. One of the Infrastructure Projects comprises a signalised intersection which is not on the Subject Land but the responsibility for funding and delivery of this intersection is to be borne across all of the Owners and it is up to the Owners to agree between themselves who will be responsible for delivery of that Infrastructure Project noting that it must be delivered before the issue of a statement of compliance for the first stage which is to be issued a Statement of Compliance unless completed prior by others.

Council will not issue a statement of compliance for any stage of subdivision that contains an Infrastructure Project if it is not satisfied that the Infrastructure Project has been provided unless otherwise agreed.

This Agreement contains legal obligations on all Owners. Owners should seek their own legal advice in relation to the obligations contained in this Agreement.

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Exhibition draft

- F.1 record the terms and conditions on which Council and the Owner have agreed for the Owner to pay the Infrastructure Contribution; and
- F.2 record the terms and conditions on which the Owner is required to provide the Infrastructure Projects; and
- F.3 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Adjustment Index means the annual Consumer Price Index (all groups) Melbourne as published by the Australian Bureau of Statistics.

Agreement means this agreement.

Amendment C391 means Amendment C391 to the Planning Scheme prepared by Council in its capacity as the Planning Authority.

Approval Date means the date on which a notice of approval is published under section 36 of the Act or Amendment C391 commences to operate, whichever is the later.

Approved Plans means plans and specifications of an Infrastructure Project endorsed by Council in accordance with clause 4.2.3.

Endorsed Plan(s) means the plans endorsed under the Planning Permit.

Infrastructure Contribution means the contribution specified in Schedule 2 required to be made in accordance with clause 3.1.

Infrastructure Contribution Liability means the Owner's liability for the Infrastructure Contribution payable under clause 3.1.

Infrastructure Project means the infrastructure projects listed in Schedule 3.

Land Project means the land component of any Infrastructure Project.

Localised Infrastructure means works, services or facilities necessitated by the subdivision or development of land including but not limited to provision of utility services such as water supply, stormwater drainage, sewerage, gas and electricity services, telecommunications infrastructure and local roads, bridges, culverts and other water crossings, any required associated traffic control measures and devices together with the associated land.

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

Net Developable Area means land available for development. This excludes encumbered land, arterial roads, community facilities and public open space. It includes lots, local streets and connector streets. Net Developable Area may be expressed in terms of hectare units namely Net Developable Hectares.

Northern Open Space means the northern parcel of public open space adjacent to the northern basin as shown in the Endorsed Plans.

Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of the Subject Land and includes any Mortgagee-in-possession.

Open Space Land is any Land Project which comprises land for public open space.

Party or parties means the Owner and Council under this Agreement as appropriate.

Plan of Subdivision means a plan of subdivision of the Subject Land which is not a procedural plan but a plan that upon registration creates an additional lot which can be disposed of separately and is intended to be used for a dwelling or can be re-subdivided.

Planning Permit means planning permit number PP39/2019 issued or to be issued by Council for the staged multi lot subdivision of the Subject Land and other matters.

Planning Scheme means the Greater Geelong Planning Scheme and any other planning scheme that applies to the Subject Land.

Registrar of Titles means the Victorian Registrar of Titles.

Residential Lot means a lot which in the opinion of Council is of a size and dimension such that it is intended to be developed as a house lot without further subdivision.

Schedule means a schedule to this Agreement.

Southern Open Space means the southern parcel of public open space adjacent to the southern basin as shown in in the Endorsed Plans

Stage means a stage identified in the Staging Plan.

Staging Plan means the plan attached as Annexure "A" to this Agreement.

Statement of Compliance means a statement of compliance issued by Council under the *Subdivision Act 1988*.

Subject Land means the land described in Schedule 1 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If the Owner comprises more than one party, then this Agreement binds them jointly and each of them severally.

- 2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3. Obligations of the Owner to pay development contributions.

3.1 Infrastructure Contribution

The Owner covenants and agrees that in addition to the obligations in clause 4 of this Agreement, the Owner must pay the Infrastructure Contribution in respect of that part of a plan of subdivision that proposes to create Net Developable Area:

- 3.1.1 prior to the issue of a Statement of Compliance in respect of any plan of subdivision; or
- 3.1.2 prior to the issue of an Occupancy Permit or the like under the *Building Act 1993* if there is no subdivision.

3.2 Indexation of Infrastructure Contribution

The Owner agrees that the amount of the Infrastructure Contribution is to be adjusted each year on 1 July by the Adjustment Index.

4. Obligation of Owner to deliver Infrastructure Projects

4.1 Owner to carry out Infrastructure Project

The Owner covenants and agrees that unless the Owner has been notified in writing by Council that an Infrastructure Project is to be delivered by a third party, the Owner must:

- (a) carry out and construct each Infrastructure Project generally in accordance with the Approved Plans;
- (b) provide by a process of transfer or vesting, the part of the Land Project which is on that Owner's land to Council at no cost to Council in any respect; and
- (c) all prior to the Provision Trigger identified in Schedule 3 unless Council has agreed to an alternative time.

4.2 Design and construction of Infrastructure Projects

The Owner agrees that, except with the prior written consent of Council:

- 4.2.1 the Owner will, at its cost, prepare detailed engineering plans and specifications of each Infrastructure Project and submit those plans and specifications to Council for approval;
- 4.2.2 the plans and specifications of each Infrastructure Project must:
 - (a) be to the satisfaction of Council; and
 - (b) comply with any conditions or requirements of any relevant planning permit or the Planning Scheme;
- 4.2.3 approval of the plans and specifications of each Infrastructure Project by Council will be reflected in a set of plans and specifications endorsed by Council as the Approved Plans; and
- 4.2.4 the Owner will obtain all necessary permits and approvals for the Infrastructure Projects;
- 4.2.5 the Owner will construct the Infrastructure Projects in accordance with the Approved Plans to the satisfaction of Council unless Council has approved in writing a variation from the Approved Plans;

5. Acknowledgement by the Owner

The Owner acknowledges and agrees that:

- 5.1.1 this Agreement contains obligations for the delivery of infrastructure namely the Infrastructure Projects but this Agreement does not specify which Owner is responsible for delivery of any particular item of Infrastructure Projects;
- 5.1.2 Council will not issue a Statement of Compliance for any plan of subdivision unless Council is satisfied that the Infrastructure Project has been delivered by the Provision Trigger for any particular item of Infrastructure;
- 5.1.3 it is the responsibility of the Owner or where the owner is more than one person the Owners to arrange between themselves who will be responsible for the delivery of any particular Infrastructure Project;
- 5.1.4 this Agreement does not relate to Localised Infrastructure; and
- 5.1.5 compliance with the obligations of this Agreement does not relieve the Owner of any obligation imposed by Council or a Tribunal to provide Localised Infrastructure which obligation may be imposed as a requirement in a planning permit for the subdivision or development of the Subject Land.

6. Acknowledgements of Council

Council acknowledges that it will apply any amount received under this Agreement for the purpose of providing community facilities within Leopold.

7. Further obligations of the Parties

7.1 Notice and registration

The Owner must bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

7.2 Further actions

The Owner:

- 7.2.1 must do all things necessary to give effect to this Agreement;
- 7.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title of the Subject Land in accordance with section 181 of the Act and do all things necessary to enable Council to do so, including:
 - (a) sign any further agreement, acknowledgment or document; and
 - (b) obtain all necessary consents to enable the recording to be made.

7.3 Council's costs to be paid

The Owner further covenants and agrees that the Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the drafting execution and registration of this Agreement which are and until paid will remain a debt due to Council by the Owner.

7.4 Interest for overdue moneys

- 7.4.1 Any amount due under this Agreement but unpaid by the due date incurs interest at the rate referenced in section 172 of the *Local Government Act* 1989 and any payment made shall be first directed to payment of interest and then the principal amount owing.
- 7.4.2 Notwithstanding anything contained in this Agreement, no interest will begin to accrue unless the person obliged to make a payment has been specifically notified in writing by the other party of the event which gives rise to the obligation to make the payment.

7.5 Localised Infrastructure

The Parties acknowledge and agree that:

- 7.5.1 this Agreement does not relate to Localised Infrastructure; and
- 7.5.2 compliance with the obligations of this Agreement does not relieve the Owner of any obligation imposed by Council or a tribunal to provide Localised Infrastructure which obligation may be imposed as a requirement in a planning permit for the subdivision or development of the Subject Land.

8. Agreement under section 173 of the Act

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a Deed pursuant to Section 173 of the Act, and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Subject Land may be used and developed.

9. Owner's Warranties

- 9.1 The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.
- 9.2 The Owner warrants that the Open Space Land and any Land Project is in an environmental condition such as to be suitable to be used and developed for the purpose for which it is intended to be put.

10. Successors in title

Until such time as a memorandum of this Agreement is recorded on the Certificate of Title of the Subject Land, the Owner must require successors in title to:

- 10.1 give effect to this Agreement; and
- 10.2 enter into a deed agreeing to be bound by the terms of this Agreement.

11. General matters**11.1 Notices**

A notice or other communication required or permitted to be served by a Party on another Party must be in writing and may be served:

- 11.1.1 personally on the person;
- 11.1.2 by leaving it at the person's current address for service;
- 11.1.3 by posting it by prepaid post addressed to that person at the person's current address for service;
- 11.1.4 by facsimile to the person's current number for service; or
- 11.1.5 by email to the person's current email address for service.

11.2 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

11.3 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

11.4 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or

certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

11.5 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

11.6 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

12. GST

12.1 GST Act

In this clause words that are defined in *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning as their definition in that Act.

12.2 Exclusive of GST

Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.

12.3 Recipient must pay

If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 12.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

12.4 Tax invoice

The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 12.3.

13. Foreign resident capital gains withholding

13.1 Definitions

For the purposes of this clause, the following definitions apply:

Clearance Certificate means a valid clearance certificate under section 14-220(1) of Schedule 1 to the Tax Act.

Consideration means any monetary and non-monetary consideration including a Credit required to be paid or given by Council to the Owner for the transfer or vesting of a Land Project or in respect of Open Space Land under this Agreement.

Excluded Transaction has the meaning given to that term in section 14-215 of Schedule 1 to the Tax Act.

Statement of Compliance has the same meaning as in the Subdivision Act 1988

Tax Act means the *Taxation Administration Act 1953* (Cth)

Variation Amount means, where the Owner has served a Variation Notice on Council, the amount required to be withheld as specified in the Variation Notice.

Variation Notice means a valid variation notice issued by the Australian Taxation Office in respect of a variation application made under section 14-235(2) of Schedule 1 of the Tax Act.

13.2 Foreign resident status of Owner

The Owner is taken to be foreign residents under Subdivision 14-D of Schedule 1 to the Tax Act unless the Owner gives to Council a Clearance Certificate no later than 10 Business Days before the Land Project and the Open Space Land is transferred to or vested in Council.

13.3 Excluded transaction

13.3.1 Clause 13.5 does not apply if:

- (a) the transfer or vesting of the Land Project or the Open Space Land is an Excluded Transaction; and
- (b) the Owner provides Council with all information and documentation to satisfy Council that the transfer or vesting of the Land Project and the Open Space Land is an Excluded Transaction no later than 10 Business Days before the Land Project or the Open Space land as the case may be is transferred to or vested in Council's ownership.

13.3.2 Without limiting clause 13.3.1, the transfer or vesting of a Land Project or Open Space Land is an Excluded Transaction if the market value of the Land Project or Open Space Land as at the date of this Agreement is less than \$750,000.

13.4 Variation notice

If the Owner provides Council with a Variation Notice prior to the transfer or vesting of the Land Project and Open Space Land, then Council will adjust the withholding amount (as specified in clause 13.5 below) in accordance with the Variation Notice.

13.5 Withholding

13.5.1 This clause 13.5 applies if the Owner is taken to be foreign residents under clause 13.2 and the Owner has not satisfied Council that the transfer or vesting of the a Land Project and Open Space Land is an Excluded Transaction under clause 13.3.

13.5.2 Subject to clauses 13.5.3 and 13.5.4, Council will deduct from any monetary consideration payable to the Owner an amount equal to:

- (a) 12.5% of the Consideration (excluding GST) in accordance with section 14-200(3) of Schedule 1 to the Tax Act; or
- (b) the Variation Amount, if the Owner have provided Council with a Variation Notice in accordance with clause 13.4,

(withholding amount).

13.5.3 Subject to clause 13.5.4, if any monetary consideration payable to the Owner is less than 12.5% of the Consideration, the Owner must deliver to Council:

- (a) a cash payment equal to 12.5% of the Consideration (or such other amount as required by Council); or
- (b) the Variation Amount, if the Owner has provided Council with a Variation Notice in accordance with clause 13.4 -

upon delivery of the executed form of this Agreement to Council or such other time as Council may have allowed in writing as notified to the Owner.

13.5.4 If there is no Consideration specified in this Agreement, the Owner must deliver to Council:

- (a) a cash payment equal to 12.5% of the market value of the Land Project and Open Space Land valued as at the date of this Agreement; or
- (b) the Variation Amount, if the Owner has provided Council with a Variation Notice in accordance with clause 13.4,

upon delivery of the executed form of this Agreement to Council or such other time as Council may have allowed in writing as notified to the Owner and the Developer.

13.6 Council to remit withholding amount

13.6.1 Council agrees to:

- (a) pay the withholding amount or amounts determined under clause 13.5 to the Reserve Bank of Australia (on behalf of the Australian Taxation Office) by electronic funds transfer immediately after the earlier of:
 - (i) Council receiving a transfer of land in respect of the Land Project and Open Space Land, in registrable form; or
 - (ii) the registration of a plan of subdivision which vests the Land Project or Open Space Land in Council's ownership;
- (b) provide the Owner with a copy of the purchaser payment notification form submitted by Council to the Australian Taxation Office; and
- (c) provide the Owner with a copy of any receipt of payment or proof of payment of the withholding amount issued by the Australian Taxation Office to Council.

13.7 Consideration adjusted after withholding

For the avoidance of doubt and notwithstanding anything else in this Agreement, the Consideration payable to the Owner and the Developer is reduced to the extent that a withholding amount is deducted from the Consideration under clause 13.5.

13.8 Owner to co-operate

13.8.1 The Owner must:

- (a) not procure the registration of a plan of subdivision which vests a Land Project or Open Space Land in Council's ownership unless:
 - (i) a Clearance Certificate has been provided to Council; or



section 177 of the Act provided that at all times, the Agreement must remain registered on the balance of the Subject Land.

- 16.3 If notice of a proposal to end this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to end this Agreement are required to be notified of the proposal.
- 16.4 Once this Agreement ends as to part of the Subject Land, Council will, within a reasonable time following a request from the Owner and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.
- 16.5 On completion of all the Owner's obligations under this Agreement, Council must as soon as practicable following the ending of this Agreement and at the Owner's request and at the Owner's cost, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register.

Schedule 1

Subject Land

Address: 73-85 Ash Road, Leopold VIC 3224; and
 143-155 Ash Road, Leopold and
 129-141 Ash Road Leopold
 87 – 101 Ash Road Leopold
 103 – 127 Ash Road Leopold

Subject Land and Certificate of title details and Owner details:

Subject Land	Certificate of Title	Name of Registered Proprietor on Title	Address of Registered Proprietor on Title
73-85 Ash Road, Leopold VIC 3224	Volume 09999 Folio 413	##	
103 – 127 Ash Road Leopold VIC 3224	Volume 12279 Folio 741	##	
129 – 141 Ash Road Leopold VIC 3224	Volume ## Folio ###	##	
143-155 Ash Road, Leopold VIC 3224	Volume 08782 Folio 766	##	
87 – 101 Ash Road Leopold VIC 3224	Volume 10977 Folio 828	##	



Schedule 2

Infrastructure Contribution

\$40,000 per Net Developable Hectare. (The Infrastructure Contribution is to be adjusted in accordance with this Agreement)

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Schedule 3

INFRASTRUCTURE PROJECTS

TABLE TO SCHEDULE 3			
Project Number	Infrastructure Project ¹ Description	Extent of Project	Provision Trigger for the completion of the Infrastructure Project
1.	The upgrade of the existing signalised intersection at Bellarine Highway and Ash Road, to increase the length of the right turn lane into Ash Road from Bellarine Highway. All works in accordance with Planning Permit conditions, and with the endorsed plans.	Upgrade to signalised intersection at Bellarine Highway and Ash Road as per Cardno concept drawing V171945-CI-SK03_v2 or as otherwise amended.	Prior to the issue of Statement of Compliance for the first Stage constructed, unless completed prior.
2.	Construction of a roundabout at the intersection of Walkers Road and Ash Road. All works in accordance with Planning Permit conditions, and with the Endorsed Plans.	Construction of Ash Road / Walkers Road roundabout to the extent showing in Cardno concept drawing V171945-CI-SK01_v2 or as otherwise amended.	At the time the southern internal connector road reaches Ash Road.
3.	The linear Northern park and open space, including seating, paths, landscaping and vegetation in accordance with the Endorsed Plans being the open space and landscape plans.	To the extent shown on the Endorsed Plans comprising the open space plans, which will be generally in accordance with the Tract Landscape Masterplan 0317-0697-60_R001_V02 or as otherwise amended.	The Northern Open Space and the associated landscaping is to be delivered prior to the issue of a Statement of Compliance for the relevant stage (or as otherwise agreed in writing by the Responsible Authority), in accordance with the Staging Plan or at such other time which is agreed by the Responsible Authority.
4.	The Southern park and open space including play equipment, shelters, seating, paths, landscaping and vegetation in accordance with the Endorsed Plans	To the extent shown on the Endorsed Plans comprising the open space plans, which will be generally in accordance with the Tract Landscape	The Southern Open Space and associated landscaping is to be delivered sequentially in conjunction with the development of adjacent lots, as per any future

¹ *Infrastructure Project* is defined phrase in this Agreement which includes Land Projects where applicable.

TABLE TO SCHEDULE 3			
	being the open space and landscape plans.	Masterplan 0317-0697-60_R001_V02 or as otherwise amended.	staging plan approved under the Planning Permit. The Southern Open Space and associated landscaping is to be delivered prior to the issue of a Statement of Compliance for the relevant stage (or as otherwise agreed in writing by the Responsible Authority), in accordance with the Staging Plan or at such other time which is agreed by the Responsible Authority.
5.	The Northern basin drainage infrastructure, retention basin, wetland and associated landscaping and planting generally in accordance with Spiire plan 305162CE104_vA (or as otherwise amended) and subsequent Endorsed Plans and Planning Permit conditions.	To the extent shown on the Spiire plan 305162CE104-vA (or as otherwise amended) and subsequent Endorsed Plans.	The Northern drainage infrastructure, wetland and retention basin to be constructed and completed prior to the issue of Statement of Compliance for the first Stage which drains to the Northern Basin.
6.	The Southern basin drainage infrastructure, retention basin, wetland and associated landscaping and planting generally in accordance with Spiire plan 305162CE104_vA (or as otherwise amended) and subsequent Endorsed Plans and Planning Permit conditions.	To the extent shown on the Spiire plan 305162CE104-vA (or as otherwise amended) and subsequent Endorsed Plans.	The Southern drainage infrastructure, wetland and retention basin to be constructed and completed prior to the issue of Statement of Compliance for the first Stage which drains to the Southern Basin
7.	The construction of the shared external drainage outfall including a share of the drainage outfall along Mollers Lane.	Extent as per Endorsed Plans or plans comprising drawings approved by Council.	To be delivered in conjunction with the delivery of the Northern or Southern drainage basin, whichever comes first.
8.	The construction of the Sewer Pump Station and rising main.	Extent as per Endorsed Plans or plans comprising drawings approved by Council.	To be delivered prior to the Statement of Compliance the first lot which drains to the Sewer Pump Station or as otherwise required by Barwon Water.
9.	The construction of the shared sewer outfall from	Extent as per Endorsed Plans or	To be delivered prior to the Statement of Compliance



TABLE TO SCHEDULE 3			
	the Eastern boundary of the development, along the approved alignment to the location of the sewer pump station.	plans comprising drawings approved by Council.	for the first lot which drains to the Sewer Pump Station or as otherwise required by Barwon Water.

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Signing Page

Signed, sealed and delivered as a deed by the Parties.

SIGNED SEALED AND DELIVERED
on behalf of the **GREATER GEELONG**
CITY COUNCIL by
pursuant to an instrument of delegation
authorised by Council resolution, in the presence
of:

.....

.....
Witness

Signed, sealed and delivered by ## in the presence)
of:)

.....
Signature of Witness

.....
Full name of Witness



Signed, sealed and delivered by ## in the presence)
of:)

.....
Signature of Witness

.....
Full name of Witness

Exhibition draft



Mortgagee's Consent

as Mortgagee of registered mortgage number ## consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

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