



## Maddocks

Lawyers  
Collins Square, Tower Two  
Level 25, 727 Collins Street  
Melbourne VIC 3008  
Australia

Telephone 61 3 9258 3555  
Facsimile 61 3 9258 3666

info@maddocks.com.au  
www.maddocks.com.au

DX 259 Melbourne

Date / /

# Agreement under section 173 of the Planning and Environment Act 1987

**Subject Land: Geelong South Barwon Water Redevelopment Site**

**Purpose of Agreement: Public Realm Works and Road Deviation**

**Greater Geelong City Council**  
and

**Barwon Region Water Corporation**

**Draft 21 March 2024**

© Copyright Maddocks Lawyers 2024

**Interstate offices**  
Canberra Sydney

Affiliated offices around the world through the  
Advoc network - www.advoc.com

# Contents

<b>1.</b>	<b>Definitions</b> .....	<b>2</b>
<b>2.</b>	<b>Interpretation</b> .....	<b>3</b>
<b>3.</b>	<b>Purposes of and reasons for this Agreement</b> .....	<b>4</b>
<b>4.</b>	<b>Carr Street Deviation</b> .....	<b>4</b>
4.1	Time for transfer or vesting of the Carr Street Deviation Land .....	4
4.2	Transfer of part of Carr Street Land .....	4
4.3	Construction of Carr Street Deviation .....	4
4.4	Standard of work.....	5
4.5	Carr Street Deviation Works Approved Plans .....	5
4.6	Construction of Carr Street Deviation Works.....	5
4.7	Certificate of Practical Completion .....	6
4.8	Obligations following Certificate of Practical Completion .....	6
<b>5.</b>	<b>Lonsdale Street Road Works</b> .....	<b>6</b>
5.1	Construction of Lonsdale Street Road Works .....	6
5.2	Standard of work.....	7
5.3	Lonsdale Street Road Works approved plans .....	7
5.4	Construction of Lonsdale Street Road Works .....	7
5.5	Certificate of Practical Completion .....	7
5.6	Obligations following Certificate of Practical Completion .....	8
<b>6.</b>	<b>Lonsdale Street Public Realm Works</b> .....	<b>8</b>
6.1	Construction of Lonsdale Street Public Realm Works.....	8
6.2	Standard of work.....	9
6.3	Lonsdale Street Public Realm Works approved plans .....	9
6.4	Construction of Lonsdale Street Public Realm Works.....	9
6.5	Certificate of Practical Completion .....	9
6.6	Obligations following Certificate of Practical Completion .....	10
<b>7.</b>	<b>Station Forecourt Public Realm Works</b> .....	<b>10</b>
7.1	Construction Station Forecourt Public Realm Works .....	10
7.2	Standard of work.....	11
7.3	Station Forecourt Public Realm Works Approved Plans .....	11
7.4	Construction of Station Forecourt Public Realm Works .....	11
7.5	Certificate of Practical Completion .....	11
7.6	Obligations following Certificate of Practical Completion .....	12
<b>8.</b>	<b>Further obligations of the Parties</b> .....	<b>12</b>
8.1	Notice and registration .....	12
8.2	Further actions .....	12
<b>9.</b>	<b>Agreement under section 173 of the Act</b> .....	<b>13</b>
<b>10.</b>	<b>Owner's warranties</b> .....	<b>13</b>
<b>11.</b>	<b>Successors in title</b> .....	<b>13</b>
<b>12.</b>	<b>General matters</b> .....	<b>13</b>
12.1	Notices .....	13
12.2	No waiver .....	13
12.3	Severability.....	14
12.4	No fettering of Council's powers.....	14
12.5	Inspection of documents .....	14
12.6	Governing law .....	14
12.7	Consent to electronic execution .....	14



12.8	Counterpart if electronic execution used .....	14
<b>13.</b>	<b>Amendment of Agreement .....</b>	<b>14</b>
<b>14.</b>	<b>Commencement of Agreement .....</b>	<b>14</b>
<b>15.</b>	<b>Ending of Agreement .....</b>	<b>15</b>
<b>Schedule 1</b>	<b>.....</b>	<b>16</b>

draft for exhibition

# Agreement under section 173 of the Planning and Environment Act 1987

## Dated

## Parties

Name	<b>Greater Geelong City Council</b>
Address	137-149 Mercer Street, Geelong, Victoria
Short name	<b>Council</b>

Name	<b>Barwon Region Water Corporation</b>
Address	55-67 Ryrie Street, Geelong, Victoria
Short name	<b>Owner</b>

## Background

- A. Council is the responsible authority pursuant to the Act for the Planning Scheme. Council is also the Planning Authority for Amendment C432ggee to the Planning Scheme
- B. Barwon Region Water Corporation is the Owner of the Subject Land.
- C. Amendment C432ggee will rezone the Subject Land in anticipation of the Subject Land being redeveloped for accommodation and other purposes.
- D. In order to facilitate the redevelopment of the Subject Land and provide for an improved public realm to the redeveloped Geelong South Station, Council and Barwon Region Water Corporation have agreed that subject to the approval of the Amendment, Barwon Region Water Corporation will at its own cost, as part of making the Subject Land ready for redevelopment by either Barwon Region Water Corporation or a 3<sup>rd</sup> party;
  - D.1 deviate Carr Road;
  - D.2 re-construct a portion of Lonsdale Street; and
  - D.3 provide Public Realm Improvement Works

all generally in accordance with the Public Realm Improvement Works Plan.
- E. The parties enter into this Agreement to:
  - E.1 facilitate the implementation of the Public Realm Improvement Works Plan;
  - E.2 record the terms and conditions on which Council and Barwon Region Water Corporation have agreed for the Public Realm Improvement Works Plan to be implemented; and

- E.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* (Vic).

**Agreement** means this agreement.

**Amendment C432** means Amendment C432 to the Planning Scheme prepared by Council in its capacity as the Planning Authority for purposes of the Planning Scheme.

**Approval Date** means the date on which a notice of approval of Amendment C432 is published under section 36 of the Act.

**Carr Street** means the road known as Carr Street, South Geelong

**Carr Street Land** means the land described as 'D' in the Public Realm Improvements Plan and which forms part of the current road reserve.

**Carr Street Deviation** means the deviation of Carr Street as shown in the Public Realm Improvement Works Plan.

**Carr Street Deviation Works** means the works comprising the deviation of Carr Street as shown in the Public Realm Improvement Works Plan including, the relocation of all Underground Assets from the Carr Street Land to the Carr Street Deviation Land.

**Carr Street Deviation Land** means the land described as 'G' in the Public Realm Improvements Plan.

**Council** means City of Greater Geelong.

**Development** has the same meaning as in the Act and in addition to the construction of any buildings and works, includes all car parking and access ways, landscaping areas and any common areas and publicly accessible areas associated with the Development.

**Lonsdale Street** means the road known as Lonsdale Street, South Geelong.

**Lonsdale Street Public Realm Works** means the public realm improvement works to be undertaken in the area shown in the green colour in the Lonsdale Street Road Reserve and which are further explained at clause [Error! Reference source not found.](#)6 of this Agreement.

**Lonsdale Street Road Works** means the works comprising the reconfiguration of the intersection of Lonsdale Street, Bellerine Street and the realigned Carr Street as shown in the Public Realm Improvement Works Plan.

**Maintenance Period** means a period of 12 months from the issue of a Certificate of Practical Completion.

**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.

**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 Scheme** means the Greater Geelong Planning Scheme.

**Public Realm Improvement Works Plan** means the plan annexed to this Agreement at Annexure A.

**Station Forecourt Public Realm Works** means the public realm improvement works to be undertaken in the area shown in the salmon colour on the Public Realm Improvement Works Plan and which are further explained at clause [Error! Reference source not found.](#)<sup>7</sup> of this Agreement.

**Registrar of Titles** means the Victorian Registrar of Titles.

**Schedule** means a schedule to this Agreement.

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

**Subject Land** means the subject land as 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.

**Underground Assets** means the underground assets including but not limited to stormwater assets, railway associated assets, telecommunication assets and the like currently located underneath the Carr Street Land that are owned by the Owner, Council or any third party.

---

## 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; and
- 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. Purposes of and reasons for this Agreement**

The Parties acknowledge and agree that the purposes of this Agreement are to:

- 3.1 record the terms and conditions on which the Owner will implement the various projects identified in the Public Works Improvement Plan; and
- 3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

### **4. Carr Street Deviation**

#### **4.1 Time for transfer or vesting of the Carr Street Deviation Land**

The Owner agrees that subject to Council satisfying its obligation under clause 4.2, prior to the issue of any Statement of Compliance for any part of the Subject Land in respect of a Plan of Subdivision, or prior to the commencement of any development of the Subject Land (other than works for the deviation of Carr Street) whichever is the earlier, the Owner must transfer to or vest in Council the Carr Street Deviation Land all at no cost to Council.

#### **4.2 Transfer of part of Carr Street Land**

Council and the Owner acknowledge and agree that:

- 4.2.1 the obligation on Owner in clause 4.1 is subject to Council agreeing to transfer to the Owner, on a land swap basis with no other monetary consideration, a part of the Carr Street Land the final size and configuration of which is to be determined by Council but which is to comprise an area no greater in area than the area of the Carr Street Deviation Land;
- 4.2.2 the obligation on Council under 4.2.1 is subject to Council first complying with and completing all statutory and regulatory requirements that apply to the closure of a road or part of a road, and sale of Council owned land;
- 4.2.3 any reasonable legal costs and all other expenses incurred by Council in complying with this Agreement including Council undertaking the statutory and regulatory processes required to close part of Carr Street, transfer part of Carr Street to the Owner and deviate Carr Street as contemplated by this Agreement are to be paid for by the Owner.

#### **4.3 Construction of Carr Street Deviation**

The Owner must procure the construction and completion of the Carr Street Deviation Works:

- 4.3.1 prior to the issue of a Statement of Compliance in respect of a plan of subdivision of the Subject Land or prior to the commencement of any development on the Subject Land (other than works for the deviation of Carr Street) whichever is the earlier;
- 4.3.2 in accordance with the detailed design and specifications approved by Council under clause [Error! Reference source not found.4.5](#);
- 4.3.3 at the full cost of the Owner; and
- 4.3.4 to the satisfaction of Council.

**4.4 Standard of work**

In addition to any other requirement in this Agreement, the Owner agrees that all work for the Carr Street Deviation Works must:

- 4.4.1 be fit and structurally sound, fit for purpose and suitable for its intended use;
- 4.4.2 comprise best industry practice to the extent required by the detailed design and specifications approved by Council under clause 4.5;
- 4.4.3 not encroach upon any land other than the land shown in the detailed design and specifications approved by Council under clause 4.5; and
- 4.4.4 comply with any relevant current Australian Standard unless otherwise agreed in writing by Council.

**4.5 Carr Street Deviation Works Approved Plans**

The Owner agrees that:

- 4.5.1 before commencing the Carr Street Deviation Works, the Owner must prepare and submit to Council for its approval detailed plans and specifications for the Carr Street Road Deviation Works.
- 4.5.2 the plans and specifications for the Carr Street Deviation Works lodged with Council for its approval must be generally in accordance with the plans set out in Annexure B to this Agreement;
- 4.5.3 the Owner must obtain all necessary permits and approvals for the Carr Street Deviation Works; and
- 4.5.4 prior to awarding any contract for the Carr Street Deviation Works, the Owner must submit to Council:
  - (a) a copy of the terms and conditions of the contract to be awarded; and
  - (b) a copy of the proposed construction program which accompanies the contract.

**4.6 Construction of Carr Street Deviation Works**

The Owner agrees that in carrying out the Carr Street Deviation Works the Owner is responsible for all design and construction risks in relation to construction and completion of the Carr Street Deviation Works.

#### 4.7 Certificate of Practical Completion

The Parties agree that:

- 4.7.1 upon the completion of the Carr Street Deviation Works, the Owner must notify Council and any other relevant authority;
- 4.7.2 within 14 days of receiving notice of the completion of the Carr Street Deviation Works from the Owner, Council will arrange for it and any other relevant authority to promptly inspect the Carr Street Deviation Works and determine whether Council will issue a Certificate of Practical Completion;
- 4.7.3 if requested, the Owner must provide to Council:
  - (a) a copy of any maintenance information, operational manual or other material which is reasonably required for the ongoing operation and maintenance of the Carr Street Deviation Works;
  - (b) a copy of any certificate, consent or approval required by any authority for the carrying out, use or occupation of the Carr Street Deviation Works;
- 4.7.4 the Owner must put in place all proper occupational health and safety plans as may be required under any law of the State of Victoria for the purpose of delivering the Carr Street Deviation Works; and
- 4.7.5 subject to the Owner satisfying any conditions of consent to access land owned by Council, Council will provide all reasonable access as may be required to its land in order to enable the Carr Street Deviation Works to be constructed and completed, maintained or repaired in accordance with this Agreement.

#### 4.8 Obligations following Certificate of Practical Completion

The Owner agrees that following the issue of a Certificate of Practical Completion for the Carr Street Deviation Works, the Owner is responsible for the maintenance of the Carr Street Deviation Works in good order, condition and repair to the satisfaction of Council until the end of the Maintenance Period.

---

### 5. Lonsdale Street Road Works

#### 5.1 Construction of Lonsdale Street Road Works

The Owner must procure the construction and completion of the Lonsdale Street Road Works:

- 5.1.1 prior to the issue of a Statement of Compliance in respect of a plan of subdivision of the Subject Land or prior to the commencement of any development on the Subject Land (other than works for the deviation of Carr Street) whichever is the earlier;
- 5.1.2 in accordance with the detailed design and specifications approved by Council under clause 5.3;
- 5.1.3 at the full cost of the Owner; and
- 5.1.4 to the satisfaction of Council.

## 5.2 Standard of work

In addition to any other requirement in this Agreement, the Owner agrees that all work for the Lonsdale Street Road Works must:

- 5.2.1 be fit and structurally sound, fit for purpose and suitable for its intended use;
- 5.2.2 comprise best industry practice to the extent required by the detailed design and specifications approved by Council under clause 5.3;
- 5.2.3 not encroach upon any land other than the land shown in the detailed design and specifications approved by Council under clause 5.3; and
- 5.2.4 comply with any relevant current Australian Standard unless otherwise agreed in writing by Council.

## 5.3 Lonsdale Street Road Works approved plans

The Owner agrees that:

- 5.3.1 before commencing the Lonsdale Street Road Works, the Owner must prepare and submit to Council for its approval detailed plans and specifications for the Lonsdale Street Road Works;
- 5.3.2 except with the consent of Council, the plans and specifications for the Lonsdale Street Road Works lodged with Council for its approval must be generally in accordance with the plans set out in Annexure C to this Agreement;
- 5.3.3 the Owner must obtain all necessary permits and approvals for the Lonsdale Street Road Works; and
- 5.3.4 prior to awarding any contract for the Lonsdale Street Road Works, the Owner must submit to Council:
  - (a) a copy of the terms and conditions of the contract to be awarded; and
  - (b) a copy of the proposed construction program which accompanies the contract.

## 5.4 Construction of Lonsdale Street Road Works

The Owner agrees that in carrying out the Lonsdale Street Road Works the Owner is responsible for all design and construction risks in relation to construction and completion of the Lonsdale Street Road Works.

## 5.5 Certificate of Practical Completion

The Parties agree that:

- 5.5.1 upon the completion of the Lonsdale Street Road Works, the Owner must notify Council and any other relevant authority;
- 5.5.2 within 14 days of receiving notice of the completion of the Lonsdale Street Road Works from the Owner, Council will arrange for it and any other relevant authority

to promptly inspect the Lonsdale Street Road Works and determine whether Council will issue a Certificate of Practical Completion;

- 5.5.3 if requested, the Owner must provide to Council:
- (a) a copy of any maintenance information, operational manual or other material which is reasonably required for the ongoing operation and maintenance of the Lonsdale Street Road Works;
  - (b) a copy of any certificate, consent or approval required by any authority for the carrying out, use or occupation of the Lonsdale Street Road Works;
- 5.5.4 the Owner must put in place all proper occupational health and safety plans as may be required under any law of the State of Victoria for the purpose of delivering the Lonsdale Street Road Works;
- 5.5.5 subject to the Owner satisfying any conditions of consent to access land owned by Council, Council will provide all reasonable access as may be required to its land in order to enable the Lonsdale Street Road Works to be constructed and completed, maintained or repaired in accordance with this Agreement; and
- 5.5.6 subject to the Owner satisfying any conditions of consent to access land owned by Council, Council will provide all reasonable access as may be required to its land in order to enable the Lonsdale Street Road Works to be constructed and completed, maintained or repaired in accordance with this Agreement.

## 5.6 **Obligations following Certificate of Practical Completion**

The Owner agrees that following the issue of a Certificate of Practical Completion for the Lonsdale Street Road Works, the Owner is responsible for the maintenance of the Lonsdale Street Road Works in good order, condition and repair to the satisfaction of Council until the end of the Maintenance Period.

---

## 6. **Lonsdale Street Public Realm Works**

### 6.1 **Construction of Lonsdale Street Public Realm Works**

The Owner must procure the construction and completion of the Lonsdale Street Public Realm Works:

- 6.1.1 prior to the issue of a Certificate of Practical Completion for the Lonsdale Street Road Works;
  - 6.1.2 in accordance with the detailed design and specifications approved by Council under clause 6.3;
  - 6.1.3 at the full cost of the Owner; and
  - 6.1.4 to the satisfaction of Council -
- except with the prior written consent of Council.

## 6.2 Standard of work

In addition to any other requirement in this Agreement, the Owner agrees that all work for the Lonsdale Street Public Realm Works must:

- 6.2.1 be fit and structurally sound, fit for purpose and suitable for its intended use;
- 6.2.2 comprise best industry practice to the extent required by the detailed design and specifications approved by Council under clause 6.3;
- 6.2.3 not encroach upon any land other than the land shown in the detailed design and specifications approved by Council under clause 6.3; and
- 6.2.4 comply with any relevant current Australian Standard unless otherwise agreed in writing by Council.

## 6.3 Lonsdale Street Public Realm Works approved plans

The Owner agrees that:

- 6.3.1 before commencing the Lonsdale Street Public Realm Works, the Owner must prepare and submit to Council for its approval detailed plans and specifications for the Lonsdale Street Public Realm Works;
- 6.3.2 the plans and specifications for the Lonsdale Street Public Realm Works lodged with Council for its approval must be generally in accordance with the plans set out in Annexure D to this Agreement or with the consent of Council may comprise an alternative form of public realm works on the same site of the Lonsdale Street Public Realm Works which are agreed between Council and the Owner;
- 6.3.3 the Owner must obtain all necessary permits and approvals for the Lonsdale Street Public Realm Works; and
- 6.3.4 prior to awarding any contract for the Lonsdale Street Public Realm Works, the Owner must submit to Council:
  - (a) a copy of the terms and conditions of the contract to be awarded; and
  - (b) a copy of the proposed construction program which accompanies the contract.

## 6.4 Construction of Lonsdale Street Public Realm Works

The Owner agrees that in carrying out the Lonsdale Street Public Realm Works the Owner is responsible for all design and construction risks in relation to construction and completion of the Lonsdale Street Public Realm Works.

## 6.5 Certificate of Practical Completion

The Parties agree that:

- 6.5.1 upon the completion of the Lonsdale Street Public Realm Works, the Owner must notify Council and any other relevant authority;
- 6.5.2 within 14 days of receiving notice of the completion of the Lonsdale Street Public Realm Works from the Owner, Council will arrange for it and any other relevant

authority to promptly inspect the Lonsdale Street Public Realm Works and determine whether Council will issue a Certificate of Practical Completion;

- 6.5.3 if requested, the Owner must provide to Council:
- (a) a copy of any maintenance information, operational manual or other material which is reasonably required for the ongoing operation and maintenance of the Lonsdale Street Public Realm Works;
  - (b) a copy of any certificate, consent or approval required by any authority for the carrying out, use or occupation of the Lonsdale Street Public Realm Works;
- 6.5.4 the Owner must put in place all proper occupational health and safety plans as may be required under any law of the State of Victoria for the purpose of delivering the Lonsdale Street Public Realm Works;
- 6.5.5 subject to the Owner satisfying any conditions of consent to access land owned by Council, Council will provide all reasonable access as may be required to its land in order to enable the Lonsdale Street Public Works to be constructed and completed, maintained or repaired in accordance with this Agreement; and
- 6.5.6 subject to the Owner satisfying any conditions of consent to access land owned by Council, Council will provide all reasonable access as may be required to its land in order to enable the Lonsdale Street Public Realm Works to be constructed and completed, maintained or repaired in accordance with this Agreement.

**6.6 Obligations following Certificate of Practical Completion**

The Owner agrees that following the issue of a Certificate of Practical Completion for the Lonsdale Street Public Realm Works, the Owner is responsible for the maintenance of the Lonsdale Street Public Realm Works in good order, condition and repair to the satisfaction of Council until the end of the Maintenance Period.

**7. Station Forecourt Public Realm Works**

**7.1 Construction Station Forecourt Public Realm Works**

The Owner must procure the construction and completion of the Station Forecourt Public Realm Works:

- 7.1.1 prior to the occupation of any building on the Subject Land;
  - 7.1.2 in accordance with the detailed design and specifications approved by Council under clause 7.3;
  - 7.1.3 at the full cost of the Owner; and
  - 7.1.4 to the satisfaction of Council -
- except with the prior written consent of Council.



authority to promptly inspect the Station Forecourt Public Realm Works and determine whether Council will issue a Certificate of Practical Completion;

- 7.5.3 if requested, the Owner must provide to Council:
- (a) a copy of any maintenance information, operational manual or other material which is reasonably required for the ongoing operation and maintenance of the Station Forecourt Public Realm Works;
  - (b) a copy of any certificate, consent or approval required by any authority for the carrying out, use or occupation of the Station Forecourt Public Realm Works;
- 7.5.4 the Owner must put in place all proper occupational health and safety plans as may be required under any law of the State of Victoria for the purpose of delivering the Station Forecourt Public Realm Works; and
- 7.5.5 subject to the Owner satisfying any conditions of consent to access land owned by Council, Council will provide all reasonable access as may be required to its land in order to enable the Station Forecourt Public Realm Works to be constructed and completed, maintained or repaired in accordance with this Agreement.

**7.6 Obligations following Certificate of Practical Completion**

The Owner agrees that following the issue of a Certificate of Practical Completion for the Station Forecourt Public Realm Works, the Owner is responsible for the maintenance of the Station Forecourt Public Realm Works in good order, condition and repair to the satisfaction of Council until the end of the Maintenance Period.

**8. Further obligations of the Parties**

**8.1 Notice and registration**

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

**8.2 Further actions**

The Owner:

- 8.2.1 must do all things necessary to give effect to this Agreement; and
- 8.2.2 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.

---

**9. 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.

---

**10. Owner's warranties**

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from 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.

---

**11. 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:

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

---

**12. General matters****12.1 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:

- 12.1.1 personally on the person;
- 12.1.2 by leaving it at the person's current address for service;
- 12.1.3 by posting it by prepaid post addressed to that person at the person's current address for service;
- 12.1.4 by facsimile to the person's current number for service; or
- 12.1.5 by email to the person's current email address for service.

**12.2 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.



---

**15. Ending of Agreement**

15.1 This Agreement ends:

15.1.1 by agreement between Council and the Owner; or

15.1.2 when all of the obligations under this Agreement have been completed to the satisfaction of Council.

15.2 Once this Agreement ends 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 of the Act to cancel the recording of this Agreement on the register as the Subject Land.

draft for exhibition



---

## Schedule 1

### Subject Land

Address of Subject Land	Certificate of Title Details of the Subject Land	Lot ID
51 Carr Street, Geelong Vic 3215	CoT V 8520 Folio 073	Lot 1 on Title Plan 318862H
-	CoT V 10129 Folio 865	-

draft for exhibition

---

## Signing Page

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

**Signed** for and on behalf of the **Greater Geelong City Council** by  
pursuant to a properly delegated authority: )  
)  
)

.....  
Witness

This document was witnessed by audio visual link in accordance with the requirements of s12 of the *Electronic Transactions (Victoria) Act 2000*.

draft for exhibition



Signed sealed and delivered by \_\_\_\_\_ )  
 \_\_\_\_\_ on behalf of \_\_\_\_\_ )  
**Barwon Region Water Corporation** pursuant to the \_\_\_\_\_ )  
 power delegated to that person by an Instrument of \_\_\_\_\_ )  
 Delegation in the presence of:

.....  
Witness

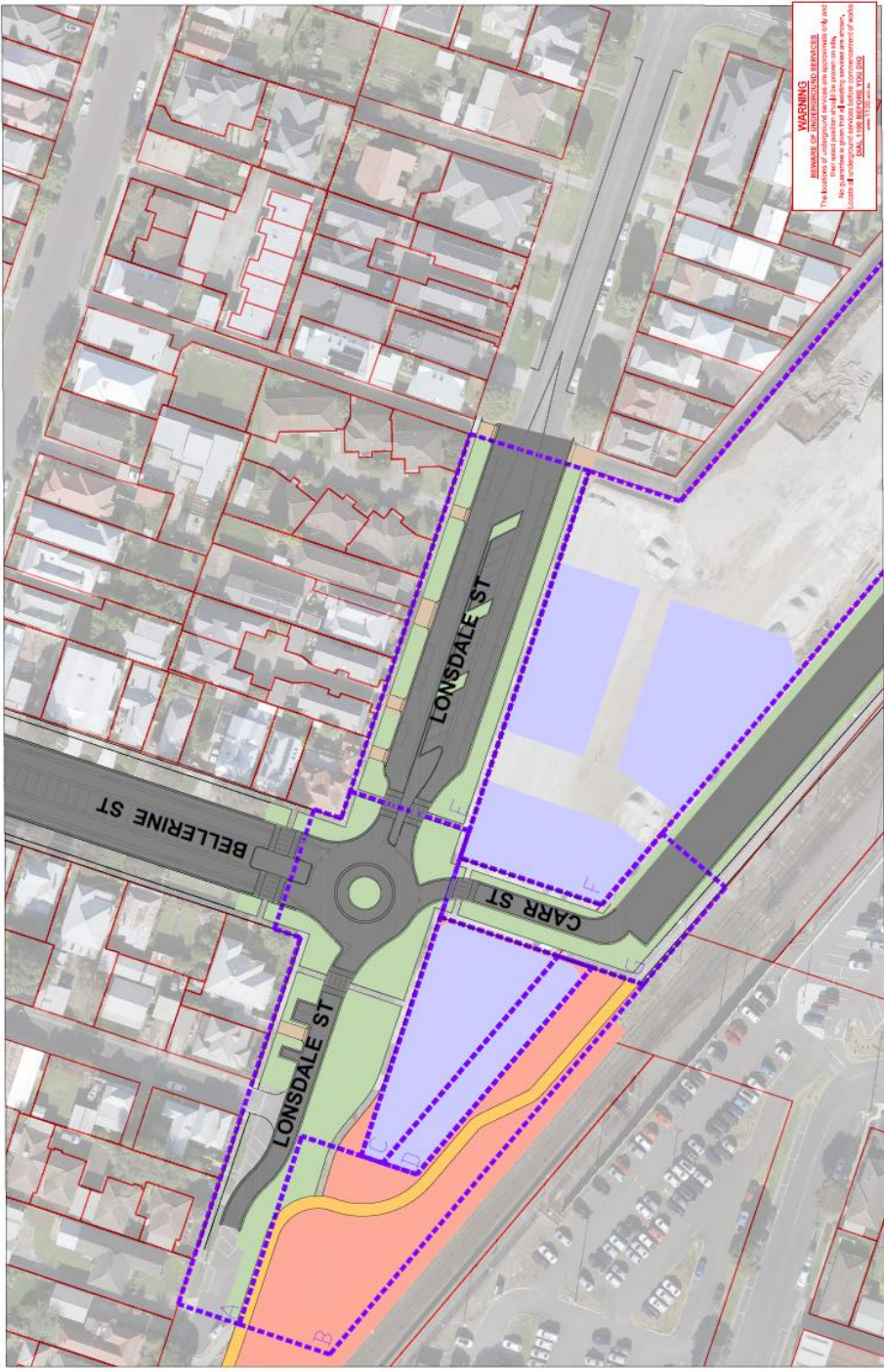
.....  
Signature of:

draft for exhibition

Annexure A

Public Realm Improvement Works Plan

# SOUTH GEELONG UDF - PUBLIC REALM IMPROVEMENT WORKS PLAN



- LEGEND**
- Area A - Intersection upgrade
  - Area B - Reinstatement of public plaza area
  - Area C and D - Western Edge Barwon Water Site
  - Area E - Lonsdale Street - Eastern End
  - Area G - Carr Street Diversion
  - Area F - Barwon Water Site East

**WARNING**  
 REMOVAL OF EXISTING SERVICES  
 The location of underground services are approximate only and  
 are not guaranteed. No guarantee is given that all services are shown.  
 Users of this plan should verify the location of services.  
 Users of this plan should verify the location of services.  
 Users of this plan should verify the location of services.  
 Users of this plan should verify the location of services.

<p>DATE: 13/12/2023                  DRAWN: J. MADDOCKS                  CHECKED: A. MADDOCKS                  APPROVED: A. MADDOCKS</p>	<p>PROJECT: Lonsdale Street                  Functional Layout Plan                  Roundabout Concept Plan                  Cover Plan</p>	<p>PROJECT NO: 452 A6                  DRAWING NO: 13258E-05-001                  SHEET: 1 of 3</p>
<p>ISSUED FOR COMMENT</p>	<p>SMIEC                  MEMBERS OF THE CITY OF GREATER GEELONG                  11/11/2023</p>	<p>CITY OF GREATER GEELONG</p>
<p>SCALE: 1:500                  DATE: 13/12/2023</p>	<p>ISSUED FOR COMMENT</p>	<p>13/12/2023 10:00:00 AM</p>



**Annexure B**

**Carr Street Deviation Works**

draft for exhibition



**Annexure C**

**Lonsdale Street Road Works**

draft for exhibition



**Annexure D**

**Lonsdale Street Public Realm Works**

draft for exhibition



**Annexure E**

**Station Street Forecourt Public Realm Works**

draft for exhibition