

HERITAGE COUNCIL OF WESTERN AUSTRALIA
and
BANK OF WESTERN AUSTRALIA LTD
and
HER MAJESTY QUEEN ELIZABETH THE SECOND
and
CITY OF PERTH

Heritage Agreement
R&I Bank Buildings
54-58 Barrack Street and
593 Hay Street Perth WA

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HERITAGE AGREEMENT - R&I BANK BUILDINGS

THIS AGREEMENT is made on the 30 day of JUNE 1994 between the following parties:

1. HERITAGE COUNCIL OF WESTERN AUSTRALIA of 292 Hay Street, East Perth, Western Australia ("Council"); and
2. BANK OF WESTERN AUSTRALIA LTD of BankWest Tower, 108 St George's Terrace, Perth, Western Australia ("BankWest"); and
3. CITY OF PERTH of Westralia Square, 141 St George's Terrace, Perth, Western Australia (the "City"); and
4. HER MAJESTY QUEEN ELIZABETH THE SECOND represented by THE HONOURABLE GEORGE CASH, JP, MLC, MINISTER FOR LANDS (the "Crown").

RECITALS:

- A. BankWest is, by succession from the Commissioners of the Rural & Industries Bank of Western Australia, the registered proprietor of the Land.
- B. The Land is contiguous to the Central Government Buildings and the Town Hall.
- C. The Minister has, pursuant to section 29(2)(c)(iii) of the Act, directed that the Land should be made the subject of a Heritage Agreement by reason of the nature of, or the potential relationship of the Land to and its effect or potential effect upon, a particular environment meriting conservation, having regard to the proximity of the Land to the Treasury Building and the Town Hall.
- D. The Council has requested BankWest to enter into this Agreement so as to bind the owner of the Land from time to time to proscribe the development and use of the Land in a manner and context which is:
 - (a) appropriate having regard to the proximity of the Land to the Central Government Buildings and the Town Hall;
 - (b) allows effective cultural interpretation of the Central Government Buildings and the Town Hall; and also
 - (c) enhances public appreciation and enjoyment of Western Australia's heritage in a general sense.
- E. The Minister has, on the recommendation of the Council, resolved to create the Precinct under section 48 of the Act.
- F. The Crown has agreed, subject and pursuant to the terms of the Sale Contract, to acquire the Land from BankWest, and this Agreement is entered into in contemplation of and interdependently with the Sale Contract.
- G. The Minister has given his approval to the Council on behalf of the Crown entering into this Agreement.

THIS DEED WITNESSES:

Part 1
Definitions & Interpretation

1.1 Definitions

In this deed, unless the contrary intention appears:

"**BankWest Tower**" means the land and building known as such and situate at 108 St George's Terrace, Perth, Western Australia including the building formerly known as the "Palace Hotel", which comprises (Firstly) portion of Perth Town Lot F9 including (a) the subject of Diagram 3454, (b) the subject of Plan 732, (secondly) portion of each of Perth Town Lots F8 and F9 and being the portion coloured brown and marked R.O.W. on Diagram 3435 and (thirdly) portion of each of Perth Town Lots F9 and F10 including the subject of Diagram 5408 and being the land in Certificates of Title Volume 1671 Folio 786 and Volume 1681 Folio 737.

"**Business Day**" means a day on which trading banks generally are open for banking business in Western Australia and that day is not a Saturday, Sunday or public holiday in Western Australia;

"**Act**" means the Heritage of Western Australia Act 1990;

"**this Agreement**" means this agreement as the same from time to time may be varied, amended, supplemented, replaced or assigned as permitted by this agreement, and includes any deed of variation of this agreement;

"**Central Government Buildings**" means the complex of buildings known as the Central Government Buildings situated on the northern side of St George's Terrace, Perth on a corner site bounded by Barrack Street on the west, Cathedral Avenue on the east and Hay Street on the north, comprised in Class A Reserve 7123.

"**City of Perth City Planning Scheme**" means the City of Perth City Planning Scheme, as the same may be amended, supplemented, or replaced from time to time;

"**Conservation Plan**" means any conservation plan in respect of the Land which may be approved by the Council from time to time;

"**Damage**" means losses, costs, damages, liabilities, expenses, actions, suits or claims;

"**Default**" means any event, action, inaction or failure to observe or perform any covenants, conditions, terms, agreements, provisions or obligations on the part of any person expressed or implied in, or in relation to, this Agreement, or any event, action, inaction or failure to observe or perform any covenants, conditions, terms, agreements, provisions or obligations on the part of any person expressed or implied in, or in relation to, this Agreement which, with the giving of notice or the lapse of time or the satisfaction of some other condition, would become an event of default under this Agreement;

"**Dollars**" and "**AS**" means the lawful currency for the time being of the Commonwealth of Australia;

"**Effective Date**" means the 30th day of June 1994;

"**Event of Force Majeure**" means any event beyond the reasonable control of the owner of the Land including without limitation inclement weather, war, national emergency, fire, flood, earthquake, explosion, lightning, storm, tempest or similar cause, injunctions or court orders or any lawful restraint, civil commotions, any combination of workers, picket lines, bans, boycotts

(including secondary boycotts), any refusal to supply, strikes, industrial disputes or stoppages or any prohibition or embargo imposed by any Act (State or Federal), regulation, ordinance, proclamation, by-law, declaration, or order;

"Historic Precinct" means all of the buildings and land bounded by Barrack Street, St George's Terrace, Cathedral Avenue and Hay Street Perth, Western Australia, including the Town Hall and the Central Government Buildings;

"Land" means the land known as 54-58 Barrack Street and 593 Hay Street, Perth, Western Australia, including the R&I Bank Buildings, being more particularly:

- (a) Perth Lot 792, being the whole of the land in Certificate of Title Volume 1222 Folio 35;
- (b) Perth Lot 837, being the whole of the land in Certificate of Title Volume 1316 Folio 891; and
- (c) Perth Lot 845, being the whole of the land in Certificate of Title Volume 1721 Folio 977;

"Minister" means the Minister responsible for the administration of the Act;

"owner of the Land" means:

- (a) BankWest, for so long as it is registered proprietor of the Land;
- (b) the Crown after it takes Transfer of the Land under the Sale Contract and until such time as the Crown alienates the Land; and
- (c) the owner of the Land from time to time, as the expression "owner" is defined in the Act;

"Planning Approval" means the planning approval issued by the City under the City of Perth City Planning Scheme and pursuant to a resolution of the Commissioners of the City on 28 June 1994 for the demolition of the R&I Bank Buildings and the transfer of the Specified Plot Ratio from the Land to the BankWest Tower;

"plot ratio" has the meaning given in the City of Perth City Planning Scheme;

"R&I Bank Buildings" means the buildings known as the R&I Bank buildings situate at 54-58 Barrack Street and 593 Hay Street, Perth, Western Australia;

"Sale Contract" means a contract made or to be made on or about the date of this Agreement between the Crown and BankWest for the disposition by BankWest and acquisition by the Crown of the interests of BankWest in the Land in the form annexed to this Agreement;

"Specified Plot Ratio" means plot ratio equivalent to 6,400 square metres in the BankWest Tower;

"Town Hall" means the land and building known as the Perth Town Hall being the land in Certificate of Title Volume 273 Folio 160; and

words and expressions having defined meanings in the Act, unless otherwise defined in this clause, shall have the meanings so defined in the Act.

1.2 Interpretation

In this Agreement, unless the contrary intention appears:

- (a) headings, underlinings and numbering do not affect the interpretation or construction of this Agreement;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;

- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any governmental agency;
- (e) references to parts, clauses, parties, annexures, exhibits and schedules are references to parts and clauses of, and parties, annexures, exhibits and schedules to, this Agreement;
- (f) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- (g) a reference to an agreement includes any encumbrance, guarantee, undertaking, deed, agreement or legally enforceable arrangement or understanding whether or not in writing;
- (h) a reference to a document includes any agreement in writing, or any certificate, notice, instrument or other document of any kind;
- (i) a reference to a document includes any permitted amendment or supplement to, or replacement or novation of, that document;
- (j) a reference to a party to any document includes that party's successors and permitted assigns;
- (k) where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the preceding Business Day;
- (l) a covenant or agreement by more than one person binds, and is enforceable against, those persons jointly and each of them severally;
- (m) money means Australian currency unless otherwise specified;
- (n) if an association, body or authority, statutory or not, ("body") ceases to exist or is reconstituted, renamed, replaced or its powers or functions are transferred to any other body, a reference to that body means the body established or constituted in its place or that undertakes the powers or functions of that body; and
- (o) no rules of construction apply to the disadvantage of a party on the basis that that party was responsible for the preparation of this Agreement or any part of it.

Part 2

Commencement, Duration and Scope of this Agreement

2.1 Commencement

Subject to:

- (a) execution of the Contract of Sale by all parties thereto; and
- (b) satisfaction of any conditions precedent in the Contract of Sale,

this Agreement commences on the Effective Date.

2.2 Duration

This Agreement shall be of permanent effect unless terminated with the consent of the Council

2.3 Scope of this Agreement

This Agreement:

- (a) applies to the Land;
- (b) binds the Land; and

- (c) binds the owner of the Land.

Part 3 Development of the Land

3.1 Demolition of R&I Bank Buildings

- (a) It is acknowledged that the Planning Approval authorises the demolition of the R&I Bank Buildings.
- (b) The Council, for the purposes of the Act, consents to demolition of the R&I Bank Buildings.
- (c) As soon as practicable after possession of the Land is taken by the Crown pursuant to the Sale Contract, the Crown shall commence to demolish the R&I Bank Buildings and shall complete demolition and the works referred to in clause 3.3 within 12 months following commencement.
- (d) The Crown is responsible to obtain all approvals and consents (including any necessary demolition licence) which may be required in addition to the Planning Approval to proceed with the demolition of the R&I Bank Buildings.

3.2 Use of the Land prior to demolition of the R&I Bank Buildings

BankWest is entitled to occupy and use the R&I Bank Buildings for banking purposes until possession of the Land is taken by the Crown pursuant to the Sale Contract, provided that BankWest shall not otherwise use and the owner of the Land shall not otherwise use or develop the Land prior to demolition of the R&I Bank Buildings without the prior written consent of the Council and the City.

3.3 Development of the Land immediately following demolition of the R&I Bank Buildings

The owner of the Land shall, as soon as practicable following completion of demolition of the R&I Bank Buildings, carry out such works, including removal of all debris and landscaping, as are required by the Council and the City to put the Land in a proper, tidy state and condition, appropriate to the surroundings including in particular the Historic Precinct.

3.4 Future development of the Land

The owner of the Land shall:

- (a) except as expressly set out in this Part 3:
- (1) not carry out any development on the Land without the prior written consent of the Council and the City; shall
 - (2) not carry out any development on the Land which is inconsistent with the cultural heritage significance of the Historic Precinct;

and shall

- (b) subject to consent of the City under clause 3.4(a)(1), develop the Land in accordance with the requirements from time to time of the Council.

3.5 Town Planning and Development Act

In addition to the obligations imposed under this Part and Part 5, the Crown, the Council and the City acknowledge the obligations imposed upon the Crown by section 32 of the Town Planning and Development Act or any statutory provision replacing or substantially replacing that section.

Part 4
Transfer of Specified Plot Ratio

4.1 Transfer of Specified Plot Ratio to BankWest Tower

In consideration of the entering into of this Agreement by BankWest and in particular the agreements set out in Part 3:

- (a) the Specified Plot Ratio shall be transferred from the Land to the BankWest Tower such that:
 - (1) the maximum plot ratio of the Land shall be reduced for the purposes of the City of Perth City Planning Scheme by subtracting 6,400 square metres from the maximum plot ratio which would but for this clause be permissible under that Scheme; and
 - (2) the maximum plot ratio of the BankWest Tower shall be increased from 7.2 to 8.84; and
- (b) the City and the Council shall do all things necessary and within their power to effect the transfer of the Specified Plot Ratio as provided in paragraph (a) of this clause 4.1, and the owner of the Land shall co-operate and execute all necessary consents, permits or authorisations as may be required to give effect to the provisions of this clause 4.1.

4.2 Application of City of Perth City Planning Scheme

For the purpose of clause 4.1:

- (a) the City of Perth City Planning Scheme shall be taken to apply to the Land and be binding on the owner of the Land;
- (b) the maximum plot ratio does not include any increase in plot ratio which may only be granted in the City's discretion.

Part 5

**Public Access and Interpretation, Council's and City's Rights of Entry
and Powers of Inspection**

5.1 Public access and interpretation

Without limitation to the provisions of Part 3, the owner of the Land shall make provision for and allow the public access to such parts of the Land as are reasonably required for the purposes of:

- (a) interpretation of the Land; and
 - (b) access to and interpretation of the Town Hall and the Central Government Buildings,
- in accordance with the requirements from time to time of the Council and subject to consent of the City under clause 3.4(a)(1), provided and it is acknowledged that:
- (c) nothing in this clause obliges BankWest to allow the public access to any part or parts of the Land whilst BankWest is entitled to occupation pursuant to the Sale Contract;
 - (d) access will not be available during demolition of the R&I Bank Buildings and development of the Land as required under Part 3; and
 - (e) access to or across the Land may be affected by any development of the Central Government Buildings which encroaches on the Land.

5.2 Council's and City's rights of entry and powers of inspection

- (a) The Council shall, through its nominated representative or nominated officer from time to time, have the power to enter on the Land at all reasonable times for any purpose related to the provisions of this Agreement including without limitation:
- (a) to inspect the Land and all buildings and improvements on the Land with a view to ensuring compliance with the provisions of this Agreement; and
 - (b) to assess or evaluate the development of the Land at that time and to assess or evaluate other or future development of the Land, and in particular any development of the Land which may enhance interpretation of the Town Hall or the Central Government Buildings or any other part of the Historic Precinct,
- provided that nothing in this clause obliges BankWest to allow access to any part or parts of the Land whilst BankWest is entitled to occupation pursuant to the Sale Contract.
- (b) The City shall have the same powers to enter the Land as are set out in clause 5.2 for the purposes set out in clause 5.2(a).

Part 6

Stipulation of conditions or requirements by Council or City

6.1 Stipulation of conditions or requirements by Council

In considering any request for consent or in stipulating or formulating any conditions or requirements for the purposes of this Agreement, including without limitation conditions or requirements for the purposes of Part 3 or Part 5, the Council shall act reasonably having regard to, and shall give due consideration to:

- (a) any submissions made by the owner of the Land;
- (b) any Conservation Plan;
- (c) the development of the Land in the context of the Historic Precinct; and
- (d) the provisions of the Act,

and the Council shall not unreasonably delay consideration of any request by the owner of the Land in connection with development of the Land, provided that:

- (e) the Council is entitled to have regard to other matters in addition to those set out in paragraphs (a), (b), (c) and (d) of this clause 6.1; and
- (f) the Council will not be considered to be acting unreasonably or unreasonably delaying making a decision if it requires the owner of the Land to first obtain the consent or approval of some relevant authority (whose consent or approval is required to the relevant matter) before the Council considers the relevant matter.

6.2 Stipulation of conditions or requirements by City

In considering any request for consent or in stipulating or formulating any conditions or requirements for the purposes of this Agreement, including without limitation conditions or requirements for the purposes of Part 3 and Part 5, the City shall act reasonably having regard to, and shall give due consideration to:

- (a) any submissions made by the owner of the Land;
- (b) the provisions of the City of Perth City Planning Scheme and any planning policy adopted by the City under the Scheme;

- (c) in the case of requirements under clause 3.1(c), the considerations relevant to an application for a demolition licence under the Local Government Act,
- and the City shall not unreasonably delay consideration of any request by the owner of the Land in connection with development of the Land.

Part 7 Default and Indemnities

7.1 Events of default

An Event of Default occurs if:

- (a) the owner of the Land is in breach of or does not comply with any of its obligations under this Agreement and the breach or non-compliance continues for 30 days, or such longer period as is reasonable for rectification having regard to the nature of the breach or non-compliance and, in the case of any works extended by the duration of any Event of Force Majeure, after receipt of written notice from the Council to effect compliance; or
- (b) the owner of the Land repudiates or commits a fundamental breach of this Agreement.

7.2 Rights and remedies of Council

In the event any Event of Default occurs, the Council shall be entitled to exercise any one or more of the following powers:

- (a) any rights and remedies which may be available to the Council at law or in equity; together with or separately from
- (b) the rights, powers and remedies available to the Council under the Act.

and nothing in this Agreement limits or prejudices or shall hinder the exercise by the Council or the Minister or any other person of any of the rights, powers or remedies available to the Council, the Minister or that person under the Act if an Event of Default occurs, or any other event occurs which is a breach of any provision of the Act.

7.3 Indemnity by owner of Land

The owner of the Land shall indemnify and keep indemnified and save harmless the Council against any Damage incurred or suffered by the Council arising from or in connection with the occurrence of an Event of Default including in each case all legal costs and expenses relating to any of those matters.

7.4 Land at owner's risk

The Land shall remain at the risk of the owner of the Land in all respects, notwithstanding any provisions in this Agreement dealing with the development of the Land and without limitation all development of the Land shall be conducted entirely at the risk of the owner of the Land and the owner shall indemnify and keep indemnified and save harmless the Council against all Damage incurred or suffered by the Council arising from or in connection with the development or occupation of the Land by the owner of the Land or any person claiming through or under the owner of the Land.

7.5 Interest on overdue money

If the owner of the Land becomes liable to pay any amount of money to the Council pursuant to this Agreement or arising from any matter the subject of this Agreement, the owner of the Land shall pay to the Council interest on that amount from and including the due date for payment of the amount to but excluding the actual date of payment of that amount. The interest is to be paid

on demand by the Council, is to be calculated on daily balances, and is to be at the rate then payable on judgment debts pursuant to the provisions of the Supreme Court Act.

7.6 No waiver of rights by Council

An attempt by the Council to mitigate its loss or the acceptance of any money under this Agreement by the Council is not a waiver of:

- (a) any breach by the owner of the Land of its obligations under this Agreement or the Act; or
- (b) acceptance of any repudiation of this Agreement by the owner of the Land.

Part 8 Force Majeure

8.1 Obligations suspended during Events of Force Majeure

The obligations of the owner of the Land to commence or carry out any works on the Land as required by this Agreement (including without limitation demolition of the R&I Bank Buildings, reinstatement of the Land after demolition of the R&I Bank Buildings and further development of the Land) will be suspended during any period that the owner of the Land is prevented from commencing or carrying out the works by any Event of Force Majeure.

Part 9 Variation of this Agreement

9.1 Parties to consult

- (a) In view of the permanent effect of this Agreement, the Council, the City and the owner of the Land shall, if reasonably requested by the other, consult with a view to variation of the terms of this Agreement having regard to altered or unforeseen circumstances arising after the Effective Date, but nothing in this clause obliges the Council or the City to agree to any variation of this Agreement.
- (b) Notwithstanding paragraph (a) of this clause 9.1, no variation of this Agreement shall operate so as to prejudice or adversely affect BankWest's rights of occupation of the Land after transfer of the Land to the Crown under the Sale Contract, unless BankWest has in writing consented to the variation.

9.2 Variation to be in writing

Any variation of this Agreement must be in writing executed by the Council, the owner of the Land and the City, but need not be executed by the City unless the variation affects Parts 4 or 7 or the rights, powers or obligations of the City or any act, matter or thing to be done or effected by the City as contemplated by this Agreement.

Part 10 General

10.1 Assignment

The rights and obligations in this Agreement relate to the Land and the owner of the Land, and are not assignable by the owner of the Land.

10.2 Costs and stamp duty

- (a) The owner of the Land shall pay or reimburse the Council on demand for all the Council's costs and expenses in relation to:
- (1) the exercise or enforcement by the Council of any right, power or remedy under this Agreement; and
 - (2) any act or omission by the owner of the Land causing Damage to the Council, including the Council's legal costs and expenses.
- (b) Each party other than the City (whose legal costs shall be paid by the Crown) shall pay its own legal costs and expenses relating to the preparation and stamping of this Agreement.
- (c) The Crown shall pay all stamp duty assessed on this Agreement.

10.3 Governing law

This Agreement is governed by the laws of the State of Western Australia and the parties submit to the jurisdiction of that State.

10.4 Exclusion of moratoria

Any statute, moratorium or other governmental order that prejudicially affects the rights, powers or discretions of the parties pursuant to this Agreement does not apply to this Agreement unless application is mandatory.

10.5 Notices

Any notice or other communication including, but not limited to, any request, demand, consent or approval, to or by a party to this Agreement:

- (a) must be in writing addressed as shown below:
- (1) if to the Council:
Address: 292 Hay Street, East Perth WA 6004
Attention: The Executive Director
 - (2) if to BankWest:
Address: BankWest Tower, 108 St George's Terrace, Perth WA 6000
Attention: Head of Property Management Services;
 - (3) if to the City:
Address: Westralia Square, 141 St George's Terrace, Perth WA 6000
Attention: The Chief Executive/Town Clerk; and

(3) if to the Crown:

Address: Government Property Office
 Ministry of the Premier and Cabinet
 2nd Floor, 5 Mill Street
 PERTH WA 6000

Attention: Chief Executive,

or to any other address specified by any party to the sender by written notice;

- (b) must be signed by the sender or its solicitors or if a company by an officer of the company or under the common seal of the company or signed by its solicitors;
- (c) is deemed to be given by the sender and received by the addressee:
- (1) if given by delivery in person, when delivered to the addressee;
 - (2) if sent by security post and if posted from an address within Australia to an address within Australia, on the third Business Day from and including the date of posting, but if posted by security post from outside Australia, or posted to an address outside Australia, then on the sixth Business Day from and including the date of posting but if the delivery or receipt is, or is deemed to be by paragraph (2), on a day which is not a Business Day or is after 4.00 pm (addressee's time) it is deemed to be given on the next succeeding Business Day;
- (d) can be relied upon by the addressee, and the addressee is not liable to any other person for any consequence of that reliance, if the addressee reasonably believes it to be genuine, correct and authorised by the sender.

10.6 Waiver

- (a) Any waiver of a breach of this Agreement or of any rights created by or arising upon an Event of Default under this Agreement, must be in writing and signed by the party giving the waiver.
- (b) A breach of this Agreement is not waived by:
- (1) a failure to exercise,
 - (2) a delay in exercising, or
 - (3) the partial exercise,
- of any remedy available under this Agreement or of law or in equity.
- (c) Any right created by, or arising upon an Event of Default under this Agreement is not waived by:
- (1) a failure to exercise,
 - (2) a delay in exercising, or
 - (3) a partial exercise of,
- that right.

10.7 Cumulative rights

Without limitation to any other Part of this Agreement, the Council's and the City's rights, powers, authorities, discretions and remedies arising out of or under this Agreement are cumulative and additional to any rights, powers, authorities, discretions and remedies provided under the Act, or under any other statute, planning scheme or by-law, or at law or in equity.

10.8 Further assurances

Each party shall do all things and execute all further documents as are necessary to give full effect to this Agreement.

10.9 Severability

- (a) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction is, as to that jurisdiction, ineffective only to the extent of that prohibition or unenforceability and does not invalidate the remaining provisions of this Agreement or affect the validity or enforceability of the provision in that or any other jurisdiction. This paragraph will not apply if its application would affect materially the legal or commercial arrangements intended to operate.
- (b) Without limiting paragraph (a) of this clause 10.9, if any provision of this Agreement is void, voidable by any party, unenforceable or illegal, it must be read down so as to be valid and enforceable or, if it cannot be so read down, the provision (or where possible the offending words) is to be severed from this Agreement without affecting the validity, legality or enforceability of the remaining provisions (or parts of those provisions) which continue in full force and effect, provided that the reading down of or severance of terms from this Agreement does not affect materially this Agreement to the prejudice or detriment of any party.

10.10 Relationship of parties

Nothing in this Agreement express or implied constitutes any party, the agent or partner of any other in relation to any action taken or any arrangement entered into in relation to the Land, development of the Land or anything done in the course thereof.

EXECUTED by the parties as a deed.



THE COMMON SEAL
of HERITAGE COUNCIL
OF WESTERN AUSTRALIA
is affixed in the presence of:

Maurice Owen
Signature of authorised person

CHAIR PERSON
Office held

MAURICE ANTHONY OWEN
Name of authorised person

Philip Griffiths
Signature of authorised person

MEMBER
Office held

PHILIP JOHN GRIFFITHS
Name of authorised person