

Council

## ASSET TRANSFER – WASTEWATER PIPELINE

Attachment One – Maps  
Deed of Assignment

Meeting Date: 30 May 2023

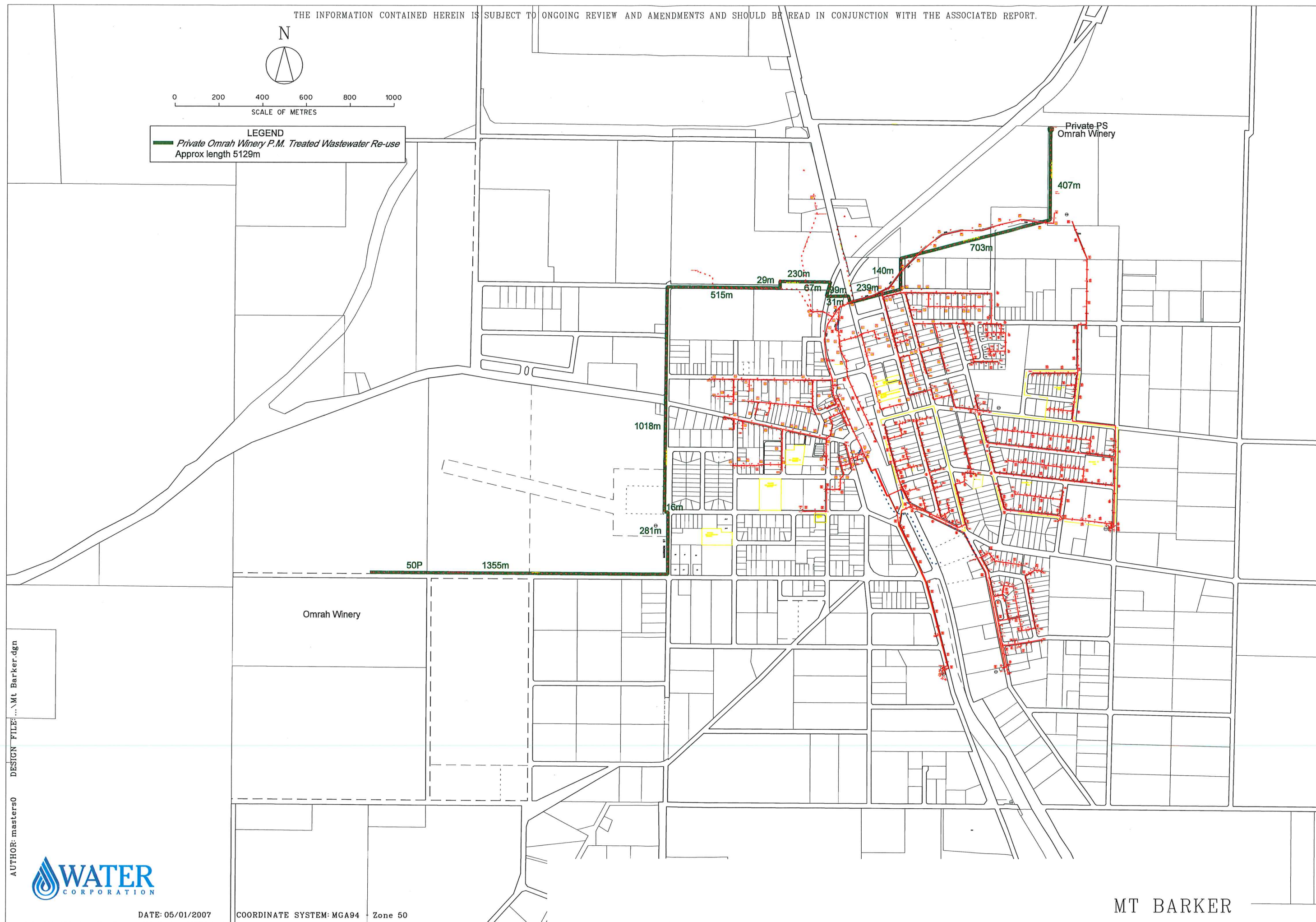
Number of Pages: 15

THE INFORMATION CONTAINED HEREIN IS SUBJECT TO ONGOING REVIEW AND AMENDMENTS AND SHOULD BE READ IN CONJUNCTION WITH THE ASSOCIATED REPORT.



0 200 400 600 800 1000  
SCALE OF METRES

LEGEND  
Private Omrah Winery P.M. Treated Wastewater Re-use  
Approx length 5129m



AUTHOR: masters0 DESIGN FILE: ... Mt Barker.dgn



DATE: 05/01/2007

COORDINATE SYSTEM: MGA94 Zone 50

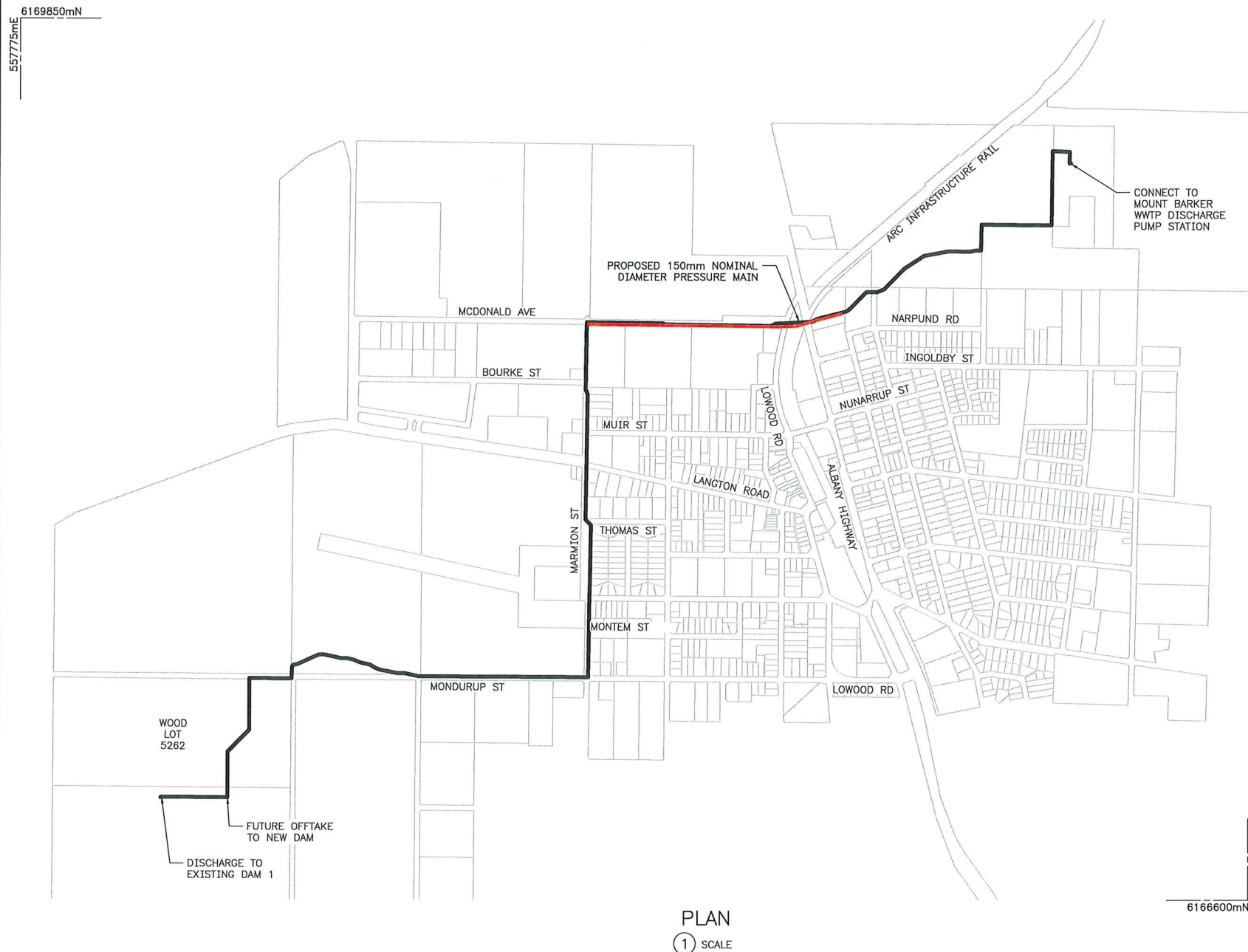
MT BARKER





# Mount Barker Pressure Main Upgrades - Shire of Plantagenet

## NOTICE OF PROPOSAL TO CONSTRUCT A 150mm NOMINAL DIAMETER TREATED WASTEWATER PRESSURE MAIN



To improve the wastewater system in Mount Barker, Water Corporation proposes to replace approximately 6km of treated wastewater pressure main between the Mount Barker Wastewater Treatment Plant and the woodlot off Mondurup Street. The proposed replacement main will be 150mm in diameter and installed below-ground. The location of the proposed work is in the Shire of Plantagenet as shown on the plan.

The replacement pipe will generally be constructed by open-trench excavation with trenchless technology used for sections underneath Albany Highway, Lowood Road and a railway. Any excavations will be backfilled and restored. The proposed work is scheduled to commence in mid to late 2021.

A copy of this Notice of Proposal is available for viewing, during office hours, at the Water Corporation's Customer Enquiry Counter, John Tonkin Water Centre, 629 Newcastle Street, Leederville, WA, 6007. A copy is also available online at <http://www.watercorporation.com.au/NoticeOfProposal>.

Further information may be obtained by contacting Mr Moe Oo, Project Manager, telephone 6330 6727.

Objections to the proposed work will be considered if lodged in writing, addressed to the Project Manager, Mr Moe Oo, John Tonkin Centre, P.O. Box 100, Leederville, WA, 6902 or [Moe.oo@watercorporation.com.au](mailto:Moe.oo@watercorporation.com.au) within 21 days of the date of issue of the accompanying letter.

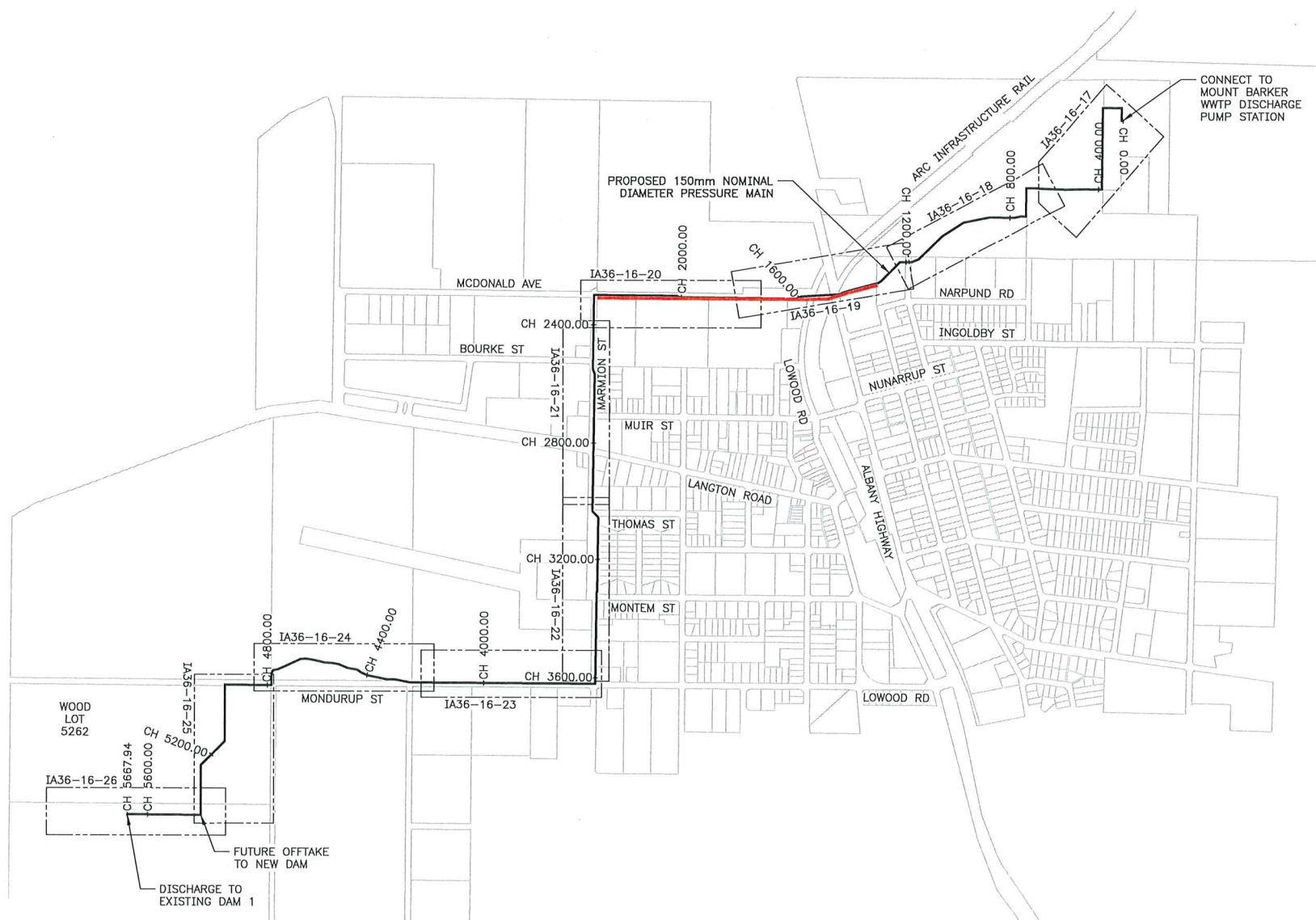
**LEGEND**  
 — DN110 Private Omrah Winery PM Treated Wastewater (Existing Pressure Main) to be handed to Shire of Plantagenet. Approx. Length 950m. Exact location not confirmed.

LEGEND  
 — PROPOSED PRESSURE MAIN

① 100 50 0 100 200 300 400 500 600 700 m  
 SCALE 1:10000

ISSUE	DATE	GRID	REVISION	DRN	REC	APPD	DESIGN SURVEY NONE	VERTICAL DATUM AHD	DES CALC L. MURPHY	NORTH POINT 	RECOMMENDED 15/01/2021 L. MURPHY	CONSULTANT PROJECT MANAGER G. WILSENACH	APPROVED 18/01/2021 G. WILSENACH	CONSULTANT PROJECT DIRECTOR		MOUNT BARKER WASTEWATER TREATMENT PLANT PREREQUISITES TO WORKS NOTICE OF PROPOSAL - GENERAL WORKS	FILE PROJECT CS03582	PLAN MWA IA36-0-2	CAD A	ISSUE A	ORIGINAL SHEET SIZE A1
							ASCON SURVEY NONE	COORDINATE SYS MGA94-50	DES REF IW2000B3												





MOUNT BARKER WWTW DISCHARGE PUMP STATION TO EXISTING DAM 1 – KEY PLAN

① SCALE

SET OUT COORDINATES			
CHAINAGE	EASTING	NORTHING	DESCRIPTION
0.000	561690.518	6169320.895	TIE-IN
4.801	561685.717	6169320.935	90° BEND
47.537	561686.070	6169363.670	90° BEND
100.000	561633.609	6169364.102	SCOUR VALVE
112.774	561620.836	6169364.207	89.83° BEND
387.059	561617.756	6169089.939	89.92° BEND
475.000	561529.819	6169090.798	AIR VALVE
648.391	561356.437	6169092.492	89.96° BEND
652.000	561356.399	6169088.883	SCOUR VALVE
743.288	561355.452	6168997.599	90.02° BEND
761.374	561337.367	6168997.795	11.25° BEND
784.901	561314.244	6168993.455	11.25° BEND

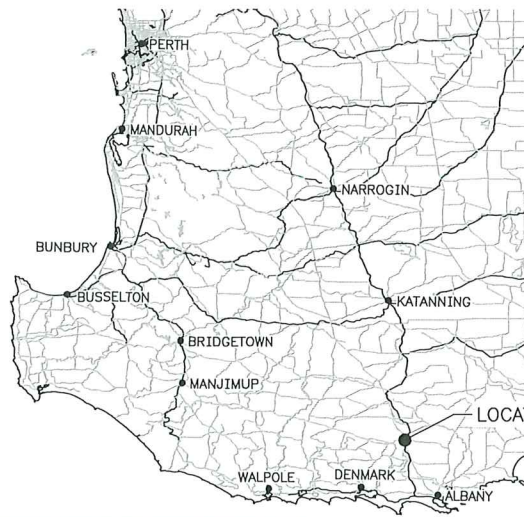
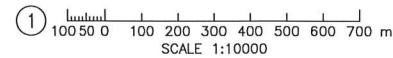
CHAINAGE	EASTING	NORTHING	DESCRIPTION
865.852	561233.298	6168994.330	11.25° BEND
956.644	561144.063	6168977.583	22.50° BEND
1041.209	561073.245	6168931.367	11.25° BEND
1135.000	561006.210	6168865.769	AIR VALVE
1152.665	560993.584	6168853.414	22.50° BEND
1179.084	560969.067	6168843.572	22.50° BEND
1198.000	560950.152	6168843.779	SCOUR VALVE
1218.534	560929.619	6168844.003	45.00° BEND
1309.826	560864.364	6168780.160	9.00° BEND
1323.081	560853.555	6168772.487	20.98° BEND
1425.000	560754.834	6168747.158	AIR VALVE
1429.882	560750.105	6168745.945	11.25° BEND
1450.000	560731.968	6168737.240	SCOUR VALVE

CHAINAGE	EASTING	NORTHING	DESCRIPTION
1455.415	560727.087	6168734.897	22.50° BEND
1589.812	560592.891	6168727.536	22.50° BEND
1609.387	560575.243	6168719.066	26.31° BEND
1698.000	560486.637	6168720.110	AIR VALVE
1699.000	560485.637	6168720.122	SLUICE VALVE
1700.000	560484.637	6168720.133	SCOUR VALVE
1925.000	560259.652	6168722.785	EQUAL TEE
2001.321	560183.336	6168723.684	22.50° BEND
2013.821	560171.845	6168728.603	22.50° BEND
2296.701	559888.984	6168731.906	89.90° BEND
2546.823	559885.633	6168481.807	22.50° BEND
2564.789	559892.285	6168465.118	22.50° BEND

CHAINAGE	EASTING	NORTHING	DESCRIPTION
3027.549	559885.479	6168002.408	45.00° BEND
3055.988	559905.290	6167982.005	45.00° BEND
3275.000	559902.002	6167763.018	AIR VALVE
3305.181	559901.549	6167732.841	11.25° BEND
3311.693	559900.183	6167726.473	11.25° BEND
3617.617	559895.625	6167420.583	SCOUR VALVE
3617.617	559895.625	6167420.583	89.44° BEND
4247.112	559266.138	6167423.818	11.25° BEND
4301.608	559212.744	6167434.724	11.54° BEND
4327.345	559187.008	6167434.675	11.25° BEND
4395.560	559120.078	6167447.854	11.25° BEND
4416.975	559100.278	6167456.012	11.25° BEND
4436.123	559084.336	6167466.619	22.50° BEND
4469.964	559051.133	6167473.158	10.75° BEND
4501.168	559022.179	6167484.791	11.25° BEND
4525.000	558998.755	6167489.215	DISCHARGE INTO MAINTENANCE SHAFT
4525.585	558998.186	6167489.322	9.56° BEND
4546.777	558977.007	6167490.063	10.88° BEND
4614.079	558911.133	6167503.761	11.98° BEND
4631.328	558893.902	6167502.985	22.50° BEND
4716.273	558816.678	6167467.615	10.20° BEND
4733.007	558800.389	6167463.782	45.00° BEND
4738.489	558797.504	6167459.121	11.25° BEND
4744.587	558795.367	6167453.409	20.15° BEND
4783.832	558795.122	6167414.165	90.04° BEND
4942.277	558636.681	6167415.252	90.38° BEND
5133.165	558636.650	6167224.363	45.21° BEND
5247.461	558555.522	6167143.853	45.22° BEND
5415.504	558555.522	6166975.810	EQUAL TEE
5663.837	558307.191	6166976.742	22.50° BEND
5667.940	558303.391	6166975.185	DISCHARGE TO DAM1

LEGEND

PROPOSED PRESSURE MAIN



LEGEND

DN110 Private Omrah Winery PM Treated Wastewater (Existing Pressure Main) to be handed to Shire of Plantagenet. Approx. Length 950m. Exact location not confirmed.

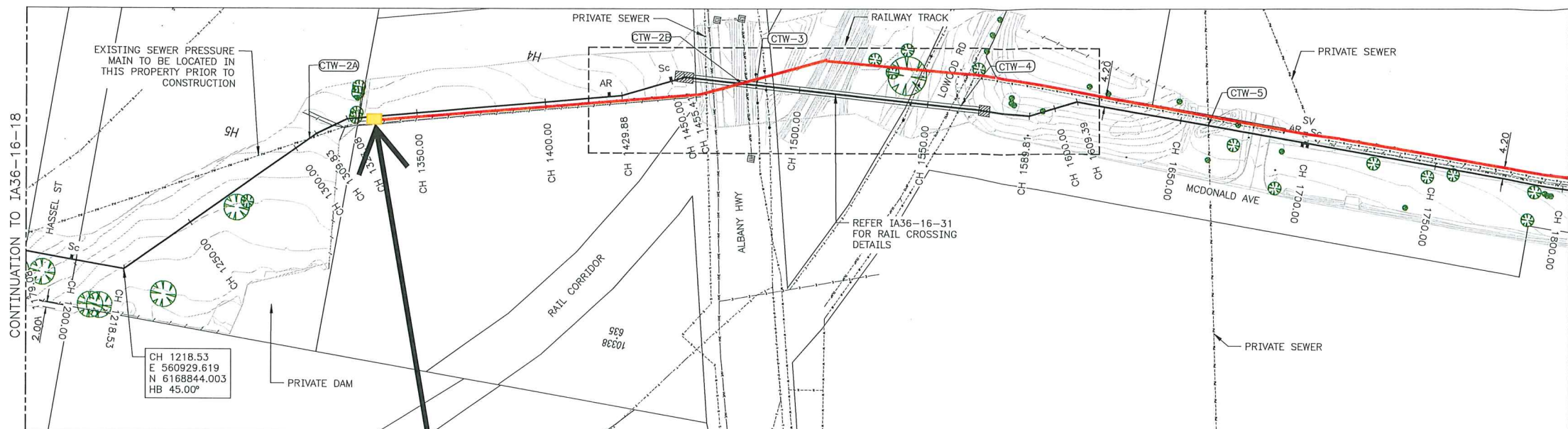
PLAN

REFERENCE DRAWINGS

IA36-16-15 LOCALITY AND SITE PLAN  
IA36-16-16 DRAWING LIST AND GENERAL NOTES  
IA36-16-17 PLAN AND LONGITUDINAL SECTION DRAWING  
IA36-16-18 PLAN AND LONGITUDINAL SECTION DRAWING  
IA36-16-19 PLAN AND LONGITUDINAL SECTION DRAWING  
IA36-16-20 PLAN AND LONGITUDINAL SECTION DRAWING  
IA36-16-21 PLAN AND LONGITUDINAL SECTION DRAWING  
IA36-16-22 PLAN AND LONGITUDINAL SECTION DRAWING  
IA36-16-23 PLAN AND LONGITUDINAL SECTION DRAWING  
IA36-16-24 PLAN AND LONGITUDINAL SECTION DRAWING  
IA36-16-25 PLAN AND LONGITUDINAL SECTION DRAWING  
IA36-16-26 PLAN AND LONGITUDINAL SECTION DRAWING  
IA36-16-27 SCOUR VALVE DETAILS  
IA36-16-28 AIR RELEASE POINT DETAILS  
IA36-16-29.1 THRUST BLOCK, TRENCHING AND ROAD CROSSING DETAILS  
IA36-16-29.2 TRENCH STOP DETAILS  
IA36-16-30 CONNECTION DETAILS  
IA36-16-31 PIPELINE RAIL CROSSING DETAILS

ISSUE	DATE	GRID	REVISION	DRN	REC	APPD	DESIGN SURVEY NONE	VERTICAL DATUM AHD	DES CALC L. MURPHY	NORTH POINT 	RECOMMENDED L. MURPHY 15/01/2021	CONSULTANT PROJECT MANAGER	APPROVED G. WILSENACH 18/01/2021	CONSULTANT PROJECT DIRECTOR	WATER CORPORATION	MOUNT BARKER WASTEWATER TREATMENT PLANT DN150 PRESSURE MAIN LOCALITY AND SITE PLAN	FILE PROJECT CS03582	PLAN MWA IA36-16-15	CAD A	ISSUE A	ORIGINAL SHEET SIZE A1
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Start Point of DN110 Private Omrah PM  
Treated Wastewater to be handed to  
Shire of Plantagenet

PLAN  
SCALE ①

### LEGEND

— DN110 Private Omrah Winery PM Treated  
Wastewater (Existing Pressure Main) to be handed to  
Shire of Plantagenet. Approx. Length 950m.  
Exact location not confirmed.

### NOTES

- FOR GENERAL NOTES REFER DRAWING IA36-16-16.
- LEVEL OF EXISTING ASSETS SHOWN ON LONG SECTION IS BASED ON GPR, WATER CORPORATION ESINET INFORMATION, UTILITY PROVIDERS CODE OF PRACTICE FOR WESTERN AUSTRALIA INFORMATION AND DIAL BEFORE YOU DIG INFORMATION AND SHALL REQUIRE FURTHER INVESTIGATION BY THE CONTRACTOR PRIOR TO COMMENCEMENT OF WORKS.
- MINOR PROPERTY CONNECTIONS NOT SHOWN.
- DISTANCE TO CADASTRAL VARIES ALONG THE PRESSURE MAIN ALIGNMENT.
- THE MAOP OF THE PIPELINE IS 160m AND THE PIPELINE TEST PRESSURE IS 160m.

### LEGEND

- PRESSURE MAIN (PROPOSED)
- AR — AIR RELEASE POINT (PROPOSED)
- Sc — SCOUR VALVE (PROPOSED)
- AIR/SCOUR PIT (PROPOSED)
- BELOW GROUND SEWER (EXISTING)
- BELOW GROUND PRESSURE MAIN
- BELOW GROUND WATER
- LOCAL AUTHORITY PIPED DRAIN
- HIGH VOLTAGE POWER (BELOW GROUND)
- HIGH VOLTAGE POWER (ABOVE GROUND)
- LOW VOLTAGE POWER (BELOW GROUND)
- LOW VOLTAGE POWER (ABOVE GROUND)
- BELOW GROUND TELECOMMUNICATIONS
- BELOW GROUND OPTIC FIBRE
- PRESSURE MAIN
- ROAD RESERVE AND LOT BOUNDARIES
- EXISTING CONTOURS
- FENCE
- TREE
- STREET LIGHT

### REFERENCE DRAWINGS

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- IA36-16-16 DRAWING LIST AND GENERAL NOTES
- IA36-16-18 PLAN AND LONGITUDINAL SECTION DRAWING
- IA36-16-20 PLAN AND LONGITUDINAL SECTION DRAWING
- IA36-16-27 SCOUR VALVE DETAILS
- IA36-16-28 AIR RELEASE POINT DETAILS
- IA36-16-29.1 THRUST BLOCK, TRENCHING AND ROAD CROSSING DETAILS
- IA36-16-30 CONNECTION DETAILS
- IA36-16-31 PIPELINE RAIL CROSSING DETAILS

CLEARANCE TO WORKS REQUIRED FROM WATER CORPORATION	
CTW No.	SERVICE - LOCATION
CTW2A	CROSSING EXISTING DN110 PM
CTW2B	CROSSING EXISTING DN110 PM
CTW3	CROSSING EXISTING DN150 WATER MAIN
CTW4	CROSSING EXISTING DN200 WATER MAIN
CTW5	CROSSING EXISTING DN110 PM



**WARNING !!!**  
OVERHEAD HV POWER  
IN THE VICINITY

EXACT LOCATION OF UNDERGROUND  
SERVICES TO BE CONFIRMED PRIOR  
TO COMMENCEMENT OF EXCAVATION

### TREATED WASTEWATER PRESSURE MAIN LONGITUDINAL SECTION

HORIZONTAL SCALE: ① VERTICAL SCALE: ②

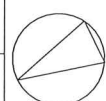
① 10 5 0 10 20 30 40 50 60 70 m  
SCALE 1:1000

② 10.5 0 1 2 3 4 5 6 7 m  
SCALE 1:100

PIPE DESCRIPTION	DN150 PN16 PVC-M (SERIES 2) PIPE TO AS4765															DN250 HDPE HOSTALEN CRP100 RCD PN16 PIPE					DN150 PN16 PVC-M (SERIES 2) PIPE TO AS4765																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																														
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ISSUE	DATE	GRID	REVISION	DRN	REC	APPD

DESIGN SURVEY JACOBS	VERTICAL DATUM AHD	DES CALC L. MURPHY	NORTH POINT
ASCON SURVEY NONE	COORDINATE SYS MGA94-50	DES CHD R. FOURIE	
	DES REF IW200083	DRN K. BHATT	
		Q.C. CHD C. LEGERSTEE	



**Jacobs**

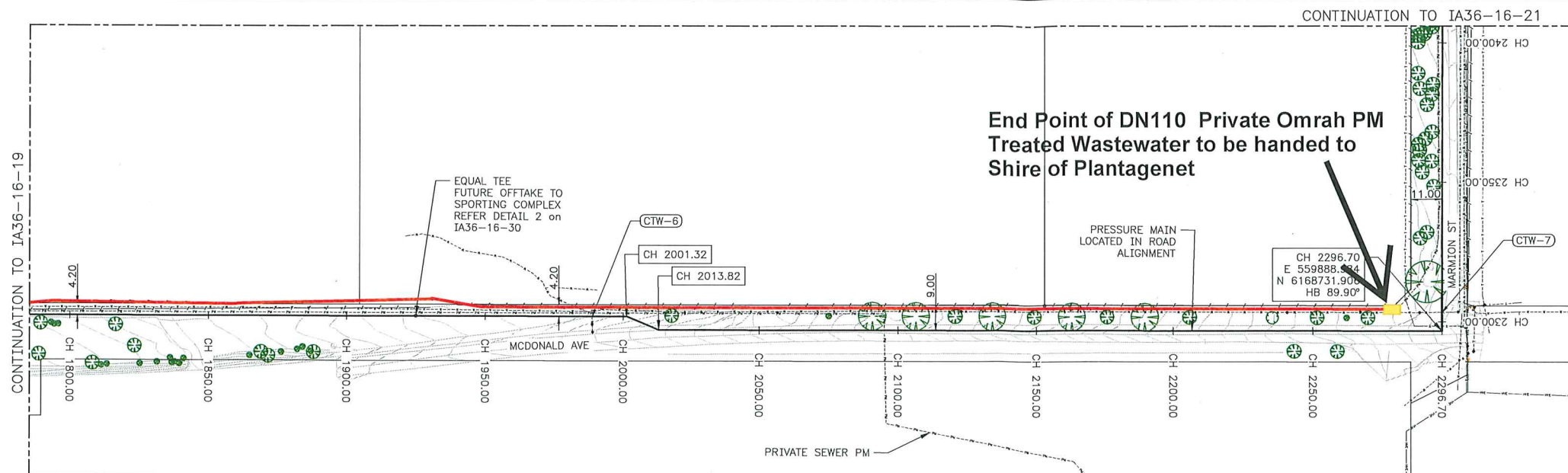
RECOMMENDED L. MURPHY 15/01/2021	CONSULTANT PROJECT MANAGER
APPROVED G. WILSENACH 01/01/2021	CONSULTANT PROJECT DIRECTOR



MOUNT BARKER WASTEWATER WASTEWATER TREATMENT PLANT DN150 PRESSURE MAIN PLAN AND LONGITUDINAL SECTION DRAWINGS SHEET 3 OF 10			
FILE PROJECT CS03582	PLAN MWA	CAD IA36-16-19	ISSUE A

ORIGINAL  
SHEET  
SIZE  
**A1**





PLAN  
SCALE ①

### LEGEND

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### NOTES

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- IA36-16-21 PLAN AND LONGITUDINAL SECTION DRAWING
- IA36-16-29.1 THRUST BLOCK, TRENCHING AND ROAD CROSSING DETAILS
- IA36-16-30 CONNECTION DETAILS

### CLEARANCE TO WORKS REQUIRED FROM WATER CORPORATION

CTW No.	SERVICE - LOCATION
CTW6	CROSSING EXISTING DN58AC WATER MAIN
CTW7	CROSSING EXISTING DN225AC WATER MAIN

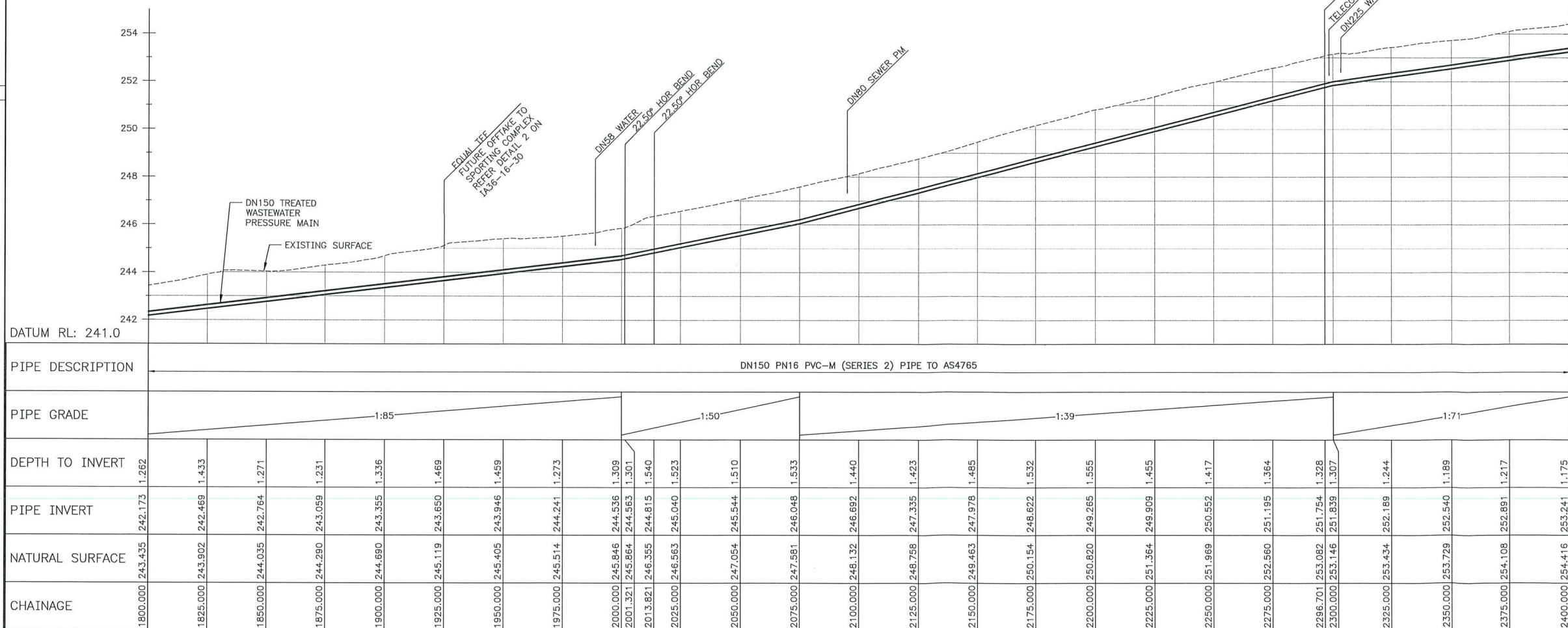


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SERVICES TO BE CONFIRMED PRIOR  
TO COMMENCEMENT OF EXCAVATION

① 10 5 0 10 20 30 40 50 60 70 m  
SCALE 1:1000

② 10.5 0 1 2 3 4 5 6 7 m  
SCALE 1:100



TREATED WASTEWATER PRESSURE MAIN LONGITUDINAL SECTION

HORIZONTAL SCALE: ① VERTICAL SCALE: ②

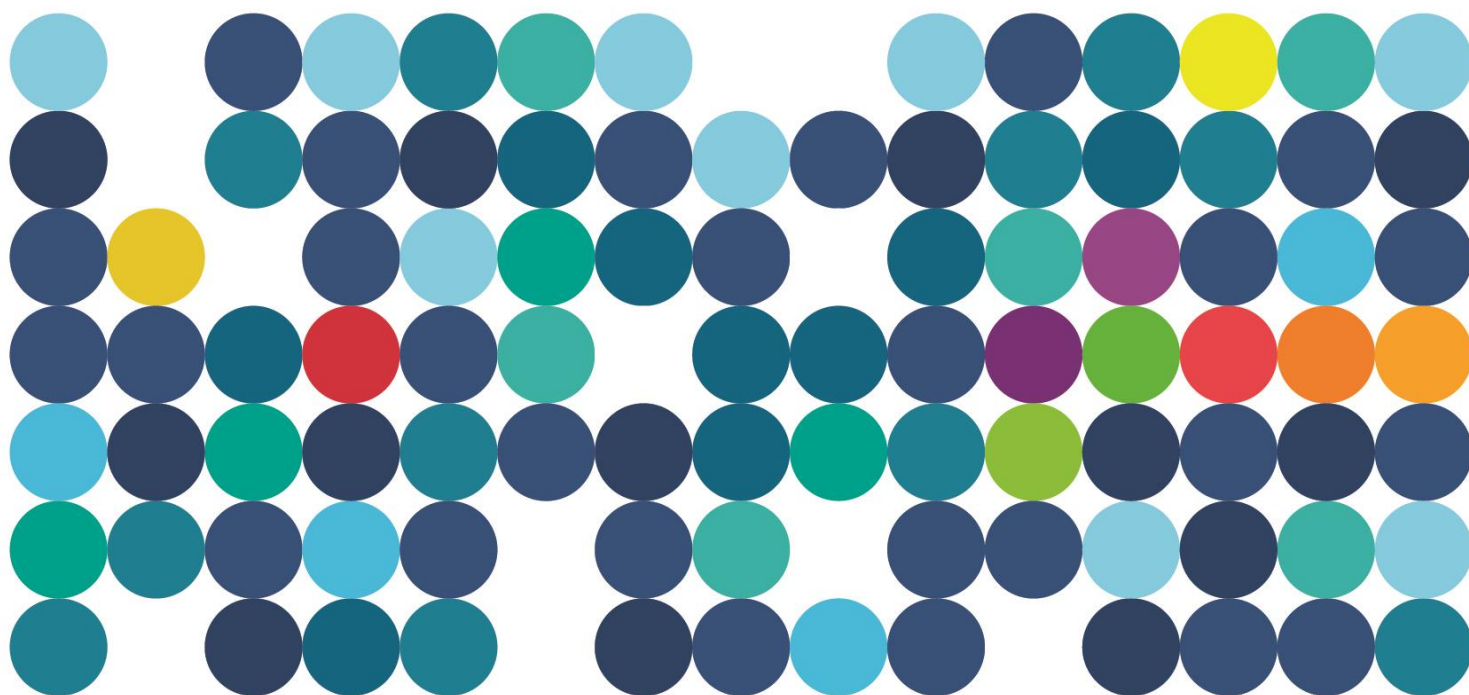
ISSUE	DATE	GRID	REVISION	DRN	REC	APPD	DESIGN SURVEY JACOBS	VERTICAL DATUM AHD	DES CALC L. MURPHY	NORTH POINT	RECOMMENDED 15/01/2021 L. MURPHY	MOUNT BARKER WASTEWATER TREATMENT PLANT DN150 PRESSURE MAIN PLAN AND LONGITUDINAL SECTION DRAWINGS SHEET 4 OF 10	ORIGINAL SHEET SIZE A1
							ASCON SURVEY NONE	COORDINATE SYS MOA94-50	DES CHD R. FOURIE		CONSULTANT PROJECT MANAGER	FILE	
								DES REF IW200083	DRN K. BHATT		APPROVED G. WILSENACH	PLAN MWA	
									Q.C. CHD C. LEGERSTEE		CONSULTANT PROJECT DIRECTOR	CAD	
												ISSUE	
												IA36-16-20	A
												PROJECT CS03582	MF

# Asset Transfer Deed

**Water Corporation**

and

**Shire of Plantagenet**







LEGAL SERVICES BUSINESS UNIT  
FINANCE GROUP  
WATER CORPORATION  
629 NEWCASTLE STREET  
LEEDERVILLE  
WESTERN AUSTRALIA 6007

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Inquiries should be addressed to the Head of Legal Services.



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# ASSET TRANSFER DEED

## Parties

**WATER CORPORATION** (ABN: 28 003 434 917) a statutory body corporate established under the *Water Corporation Act 1995* (WA) of 629 Newcastle Street, Leederville, Western Australia 6007 ("**Corporation**")

AND

**SHIRE OF PLANTAGENET** (ABN: 29 084 782 574) having its offices at 22-24 Lowood Road, Mount Barker 6324 ("**Assignee**")

## Background

- A. The Corporation currently owns the Asset.
- B. The Corporation no longer requires the Asset and has agreed to transfer ownership of the Assets to the Assignee on the terms and conditions set out in this agreement.

## Operative provisions

### 1. Definitions and Interpretations

#### 1.1 Definitions

In this Contract, except where the context otherwise requires:

<b>Asset</b>	means the DN110 MDPE pressure main, as shown on the attachment to this Deed.
<b>Encumbrance</b>	means <ul style="list-style-type: none"><li>(a) every caveat, mortgage, pledge, charge, lien, assignment, hypothecation, security interest, title retention, hire, hire purchase agreement, bill of sale, chattel lease, chattel security, preferential right or trust arrangement; and</li><li>(b) every other security agreement or arrangement of any kind given or created, in each case, by way of security.</li></ul>
<b>Transfer Date</b>	means [insert date] or any other date the parties agree in writing.

#### 1.2 Interpretation

In the Deed the following rules apply unless the context expressly requires otherwise:

- (a) a reference to a person includes a company, partnership, joint venture, association, corporation or other body corporate and any governmental agency and includes that person's successors, permitted assigns, substitutes, executors, administrators and any person claiming under or through the party;
- (b) specifying anything in this Deed after the words 'including', 'includes' or 'for example' or similar expressions does not limit what else is included unless there is express wording to the contrary;
- (c) if a word is defined, another part of speech or grammatical form of that word has a corresponding meaning;



- (d) words in the singular include the plural and words in the plural include the singular, according to the requirements of the context;
- (e) the clause headings in the Deed are for convenience only and do not affect interpretation of the Deed;
- (f) if the time for giving any notice, making any payment or doing any other act required or permitted by the Deed, falls on a day which is not a Business Day, then the time for giving the notice, making the payment or doing the other act shall be deemed to be on the next Business Day;
- (g) unless otherwise provided, prices are in Australian dollars;
- (h) communications between the Corporation and the Assignee shall be in the English language;
- (i) the Corporation may exercise the rights conferred by the Deed in addition to any other rights or remedies that the Corporation is or may be entitled to against the Assignee, whether at law or under the Deed;
- (j) the rights, duties and remedies granted or imposed under the terms of the Deed operate to the extent not excluded by law;
- (k) in the interpretation of the Deed, no rule of construction applies to the disadvantage of one Party on the basis that that Party put forward or drafted the Deed or any provision in it; and
- (l) a reference to a part, clause, party, schedule or annexure is a reference to a part, clause, party, schedule or annexure to the Deed and a reference to the Deed includes any schedule or annexure.

## **2. Corporation's obligations**

- (a) The Corporation must own and operate the Asset until the Transfer Date.
- (b) The Corporation agrees and acknowledges that prior to the Transfer Date, the Assignee has no responsibility for:
  - (i) the operation, repair or maintenance of the Assets; or
  - (ii) any liability to any person that arises as a result of any failure to operate, repair or maintain the Assets.
- (c) Immediately upon execution of this agreement, the Corporation must grant to the Assignee full use of and, to the extent possible, access to the Assets.

## **3. Assignee's obligations**

- (a) On and from the Transfer Date, the Assignee will be responsible for the operation, maintenance and repair of the Asset.
- (b) On and from the Transfer Date, the Assignee will be responsible for arranging for access or tenure arrangements with the owner of the land on which the Assets are located, or any other affected third parties.
- (c) For the avoidance of doubt, the Assignee acknowledges that on and from the Transfer Date, the Corporation will have no responsibility for, or liability arising from, the operation, maintenance and repair of the Assets.





## **4. Transfer of Asset**

### **4.1. Disengagement notice**

The Corporation agrees to transfer and assign, and the Assignee agrees to accept such transfer and assignment, the Assets free of all Encumbrances and other third party rights with effect from the Transfer Date and on the terms and conditions of this agreement.

### **4.2. Title and risk**

Title to and risk in respect of the Assets passes to the Assignee on the relevant Transfer Date.

### **4.3. Further assistance**

the Assignee must (at no cost to the Corporation) execute or deliver to the Corporation any document reasonably required by the Corporation to transfer the Assets to the Assignee.

## **5. Warranties**

### **5.1. Corporation's warranties**

- (a) The Corporation gives the following warranties in favour of the Assignee as at the date of this agreement and on each day up to and including the relevant Transfer Date:
  - (i) The Corporation is the legal and beneficial owner of the Assets;
  - (ii) The Assets are free and clear of all Encumbrances; and
  - (iii) The Corporation has not granted or created or agreed to grant or create any Encumbrance or third-party interest in respect of the Assets.
- (b) The Corporation gives the following warranties in favour of the Assignee as at the date of this agreement:
  - (i) the execution, delivery and performance by the Corporation of this agreement does not constitute a breach of any law or obligation, or cause or result in a default under any agreement, or Encumbrance, by which it is bound and which would prevent it from entering into and performing its obligations under this agreement; and
  - (ii) the Corporation has full power and authority to enter into and perform its obligations under this agreement.
- (c) Except as otherwise expressly stated in this agreement, the Assets are transferred, assigned or delivered to the Assignee by the Corporation on an 'as is,' 'where is' basis and the Corporation makes no representation, warranty or promise of any kind in relation to the Assets.

### **5.2. Assignee's warranties**

the Assignee gives the following warranties in favour of the Corporation as at the date of this agreement:

- (a) the Assignee is not relying on any information supplied by the Corporation, including any information contained in this Deed, to confirm the exact location of the Assets;
- (b) the execution, delivery and performance by the Assignee of this agreement does not constitute a breach of any law or obligation, or cause or result in a default under any agreement, or Encumbrance, by which it is bound and which would prevent it from entering into and performing its obligations under this agreement;
- (c) the Assignee has full power and authority to enter into and perform its obligations under this agreement;



- (d) the Assignee acknowledges that it has inspected the Assets and agrees to take the Assets on an 'as is,' 'where is' basis;
- (e) the Assignee warrants that it has not entered into this agreement in reliance on any express or implied representation, warranty, promise or statement made by the Corporation.

## **6. Indemnities**

On and from the Transfer Date, the Assignee indemnifies and releases and must keep indemnified the Corporation against any loss, damage or claim arising on or after the Transfer Date that the Corporation may pay, suffer or incur, or that may be made against the Corporation arising from or in connection with the use, operation, maintenance and/or repair of the Assets, except to the extent any loss, damage or claim arises (directly or indirectly) as a result of any negligent or unlawful act or omission or default of the Corporation, its servants, agents, contactors or consultants.

## **7. General**

### **7.1. Costs and duty**

Each party must pay its own costs and expenses in respect of the negotiation, preparation, execution and delivery of this Deed.

### **7.2. Notices**

A notice or other communication including, but not limited to, a request, demand, claim, consent, approval or authority, to or by a party under this Deed must be in writing and addressed as shown at the beginning of this Deed or to any other address specified by any party to the sender by notice.

### **7.3. Governing law and jurisdiction**

- (a) This Deed is governed by the laws of Western Australia.
- (b) Each party irrevocably submits to the exclusive jurisdiction of the courts of Western Australia.

### **7.4. Severance**

Where a clause in this Deed is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this Deed.

### **7.5. Variation**

A variation of any term of this Deed must be in writing and executed by the parties.

### **7.6. Assignment**

Neither party can assign its rights and obligations under this agreement without the other party's prior written consent.

### **7.7. Entire agreement**

This Deed replaces all previous agreements in respect of its subject matter and contains the entire agreement between the parties.





## Executed as a Deed

Signed for and on behalf of the  
**WATER CORPORATION (ABN: 28 003 434 917)**  
by its duly authorised representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Witness's Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

The Common Seal of the  
**SHIRE OF PLANTAGENET (ABN: 29 084 782 574)**  
was hereunto affixed pursuant to a resolution of the Council in the presence of:

\_\_\_\_\_  
Signature  
Cr Chris Pavlovich  
Shire President

\_\_\_\_\_  
Signature  
Gary Clark  
Chief Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date