

NOTES NOT FORMING PART OF THIS AGREEMENT

This Form of Agreement is to be entered into where the owner of privately owned land upon which Council intends to enter and undertake public works is the occupier of such land.

Council is required from time to time to enter upon privately owned land for the purpose of undertaking public works. Entry upon such land gives rise to rights and obligations between Council (and its servants, agents and contractors) and the owners of such land.

This Agreement specifies the terms and conditions under which entry upon privately owned land and the carrying out of public works on that land will be undertaken.

This Agreement seeks to protect the respective rights of Council and the owners of privately owned land when Council undertakes public works on such land.

This Agreement should be completed, in duplicate, and executed prior to Council (and its servants, agents and contractors) entering upon the land.

One copy of the executed Agreement is to be returned to the owner of the land and Council's copy filed as a Legal Document in Council's information management system.

AGREEMENT TO ENTER LAND AND UNDERTAKE PUBLIC WORKS

THIS AGREEMENT is made at Wollongong on the date set out in item 1 of the schedule.

1 PARTIES

- 1.1 Wollongong City Council of 41 Burelli Street, Wollongong in the State of New South Wales (Council).
- 1.2 The Owner described in item 2 of the schedule (Owner).

2 BACKGROUND

- 2.1 Council wishes to undertake the Public Works described in item 4 of the schedule (Public Works) which are to be undertaken for a public purpose.
- 2.2 To undertake the Public Works, Council requires access to the Land described in item 3 of the schedule (Land).
- 2.3 The Owner agrees to authorise Council, by its officers or authorised contractors or agents, to enter the Land and to undertake the Public Works on the terms set out in this Agreement.
- 2.4 In consideration of the carrying out of the Public Works on the Land at no cost to the Owner, the Owner agrees to enter into this legally binding agreement.

3 OPERATIVE PART

3.1 Authority to Enter the Land and Undertake the Public Works.

The Owner authorises and permits Council to undertake the Public Works between 7:30am to 5:00pm on 1 July 2025 and 7:30am to 5:00pm on 30 June 2026 and to do anything reasonably necessary for that purpose, including:

- 1 entering the Land;
- 2 taking anything onto the Land; and
- 3 carrying out work.

3.2 Statutory Requirements

Council must:

- 1 comply with all legislation applicable to the Public Works;
- 2 give all notices necessary to comply with that legislation; and
- 3 pay any fees payable in relation to the Public Works.

3.3 Nuisance or Inconvenience

Council must:

- 1 ensure all work is done properly and carried out as quickly as possible;
- 2 cause as little inconvenience as is practicable to the Owner and to the occupier of the Land and to anyone else; and
- 3 cause as little damage as is practicable to the Land and any improvement on it.

AGREEMENT TO ENTER LAND AND UNDERTAKE PUBLIC WORKS

3.4 Insurance and Indemnities

Council indemnifies the Owner in respect of:

- 1 claims made against the Owner by third parties for loss or damage caused by or arising as a result of Council undertaking the Public Works; and
- 2 loss of or damage to any property of the Owner for the full insurable value of that property on a replacement and reinstatement basis; and
- 3 personal injury suffered by the Owner as a result of Council's undertaking the Public Works,

to the extent that the loss or damage or injury was caused by a negligent act or omission on the part of Council or its employees or contractors, and Council must maintain a policy of public risk insurance in respect of the Public Works.

3.5 Reinstatement

Council must:

- 1 do everything reasonably necessary to keep the Land tidy while undertaking the Public Works;
- 2 on completion of the Public Works, promptly remove all Council's equipment, temporary buildings and surplus materials from the Land and leave the Land in a clean and tidy condition;
- 3 restore the Land as nearly as practicable to its former condition.

3.6 Amendments

This Agreement cannot be varied except by a document in writing signed by or on behalf of each of the parties.

3.7 Payment of Costs

Council must pay:

- 1 its own costs in undertaking the Public Works;
- 2 the Owner's reasonable costs incurred in connection with the undertaking of the Public Works; and
- 3 The Owner's reasonable legal costs incurred in relation to a review of this Agreement, but only where those costs are agreed prior to signing.

3.8 Owner is Informed

The Owner acknowledges that:

- 1 the Owner has been informed by Council of, and understands and agrees to, the scope of the Public Works and the impact the Public Works will have on the Land;
- 2 no provision of this Agreement operates, or may be asserted, to require the Council to do anything that would cause it to be in breach of any of its obligations at law, and, without limitation, nothing shall be construed as limiting or fettering in any way the exercise of any duty or discretion by the Council, including exercising its discretion not to enter the Land to undertake the Public Works.

THE SCHEDULE

- ITEM 1 Date on which this Agreement is made: [date]
- ITEM 2 Name and address of the Owner: Damian Patrick Ryan, Darren Charles Wheeler and Lachlan John Stevens, ATF City of Wollongong RSL Sub-Branch, Lot 1 DP 115055
- ITEM 3 The Land upon which the Public Works are to be undertaken by Council:
1. Lot 1 DP.115055 for site access and construction activities;
 2. Majority of works to be undertaken within Wollongong City Council road reserve as per ITEM 4
- ITEM 4 The Public Works to be undertaken by Council:
- Construction of a Debris Control Structure (DCS) and appurtenant works as shown in construction drawing set "7446_C100-C500 – FOR CONSTRUCTION" (attached)



AGREEMENT TO ENTER LAND AND UNDERTAKE PUBLIC WORKS

SIGNED for and on behalf of **WOLLONGONG CITY COUNCIL** by its Authorised Officer under power sub-delegated and not having been withdrawn, in the presence of:

Signature of Witness

Signature of Authorised Officer

Name of Witness

Name of Authorised Officer

Date

Date

AGREEMENT TO ENTER LAND AND UNDERTAKE PUBLIC WORKS

SIGNED by the Registered Trustee of the OWNER in the presence of:



Signature of Witness

PETER WAYNE LIPSCOMB

Name of Witness

20/7/25

Date



Signature of Registered Trustee

Damian Patrick Ryan

Name of Registered Trustee

20/7/25

Date

SIGNED by the Registered Trustee of the OWNER in the presence of:



Signature of Witness

PETER WAYNE LIPSCOMB

Name of Witness

20/7/25

Date



Signature of Registered Trustee

Darren Charles Wheeler

Name of Registered Trustee

20/7/25

Date

SIGNED by the Registered Trustee of the OWNER in the presence of:



Signature of Witness

PETER WAYNE LIPSCOMB

Name of Witness

20/7/25

Date



Signature of Registered Trustee

Lachlan John Stevens

Name of Registered Trustee

20/7/25

Date