



Meeting attachments

Ordinary Meeting of Council

Wednesday 11 February 2026 6pm

Part 2

C2602-9 CANTONMENT STREET - PUBLIC REALM CO-OPERATION DEED

1. Cooperation Deed - Final Draft2

Co-Operation Deed

Date:

Parties

- 1 **WS 201 Asset Pty Ltd (ACN 678 473 222)** of Ground Floor, 338 Barker Road, Subiaco WA 6008 (**WS 201**);
 - 2 **WS 40 Asset Pty Ltd (ACN 678 473 213)** of Ground Floor, 338 Barker Road, Subiaco WA 6008 (**WS 40**);
(together **H-U**),
 - 3 **Point Street Partners Pty Ltd (ACN 659 219 502)** of Level 1, 24 Moreau Mews, Applecross WA 6153 (**PPP**); and
 - 4 **City of Fremantle** of 151 High Street, Fremantle WA 6160 (**City**).
- (Each a party, collectively the parties to this deed).
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1.0 Intent

The redevelopment of the H-U Site and PPP Site within the Cantonment Street precinct presents an opportunity for H-U, PPP and the City to work cooperatively to achieve an improvement to the public realm surrounding these developments, to coincide with the completion of the Wool Stores Development and 8 Point Street Development.

Both private developments are obligated – through the planning approval process – to contribute a monetary sum equivalent of 1% of construction cost towards public art, either integrated with the architecture, or within in the precinct. It is anticipated that both amounts will be (or have been) approved through DAP Planning Conditions to be contributions towards the Works.

Given the overall high level of private investment in the precinct, there is an expectation that the City will also prioritise public street enhancement works in the precinct too. In principle, the City agrees with this, and therefore this Cooperation Deed has been prepared to advance the tripartite efforts to improve the overall precinct in a coordinated manner.

2.0 Background

2.1 H-U, as the registered proprietor of the H-U Site, is:

- (i) undertaking the Wool Stores Development; and
- (ii) required to make the Percent for Art Contribution (see Attachment A – Planning Approval Extracts)

2.2 PPP, as the registered proprietor of an adjoining property to the H-U Site, being the PPP Site, is:

- (iii) undertaking the 8 Point Street Development; and
- (iv) required to make the Percent for Art Contribution (see Attachment A – Planning Approval Extracts)

2.3 The City is the local authority that is:

- (v) the regulatory local authority for the H-U Site and the PPP Site; and
- (vi) the asset owner responsible for planning, delivery and ongoing maintenance of public realm that immediately adjoins both developments.

2.4 H-U and PPP are engaged in discussions with the City in relation to the coordination and provision of the Public Art Contributions.

2.5 It is noted that H-U obtained an adjustment to their Planning Approval Condition that allows this monetary contribution to be expended on broader public realm improvements, not just public art.

2.6 It is likely that PPP will also pursue a similar Condition of planning approval, either through an amendment to existing Condition, or through a new DA application.

2.7 PPP acknowledges that it is the registered proprietor of the PPP Site and the party responsible for satisfying planning conditions related to the 8 Point Street Development. For the purposes of this deed, PPP may act through Sirona Urban Pty Ltd (SU) as its authorised Development Manager, except where this deed expressly requires action or approval from PPP itself.

3.0 Details

3.1. **A SHARED VISION:** H-U and PPP have agreed to cooperate with each other and work with the City to arrive at a mutually agreed plan for enhancement works within the public realm that broadly addresses:

- (i) **Co-Funding:** Utilise the combined funding from statutory Percent for Art contributions and municipal funding for public works. Other available government grants and other stakeholder contributions may be sought, however are not prerequisites for the Works.
- (ii) **Landscape Design:** A mutually agreed plan that delivers upgrade such as (but not limited to) street landscaping and pedestrian amenity improvements surrounding the Wool Stores Development and the 8 Point Street Development, with a clear focus on Cantonment Street, Goldsbrough Street and Point Street.
- (iii) **Movement:** Prioritisation of pedestrian and cycling movements; calming traffic movements; and prioritising servicing and access needs over street parking. Movement patterns should consider the new uses, accessways and activations delivered as part of the Wool Store Development and 8 Point Street Development
- (iv) **Lighting:** Upgrading of street lighting, to be coordinated with other lighting upgrades in the City Centre.
- (v) **Public Art:** Exploring opportunities to integrate small-scale interactive / tactile / interpretive public art within the streetscape design.
- (vi) **Links:** Ensuring that any streetscape upgrades have been considered within the broader city design context in terms of design integration and future opportunities to improve neighbouring places (e.g., Princess May Park).

3.2. **FUNDING CONTRIBUTIONS:** The following represents the current commitments from all parties towards improvements to the public realm:

- A. H-U statutory contribution for Percent For Art, estimated \$1.1m
- B. PPP statutory contribution for Percent For Art, estimated \$1.0m

- C. City contribution **to be confirmed**, and will require Council resolution, however, it is anticipated that the City's contribution will match the final H-U and PPP statutory contributions for Percent For Art, estimated as \$2.1m.

The total budget for the public realm project could be increased if further funding is secured through:

- Transfer of contractors bonds for footpath reinstatement / making good.
- Other government funding opportunities.

3.3. **ADVANCING THE PARTNERSHIP:** This Deed establishes the overall aim of the three parties to achieve public realm improvements. The next phase of work will need to advance the following aspects:

A. *Governance* Establishment of a Project Control Group (PCG) with a senior executive representative from each of the three parties, and resourced by a project manager from the City.

B. *Funding* To enable the project scope to be better defined, final confirmation of respective funding contributions will be a priority of the PCG, including;

- Statutory contributions from Percent For Art planning conditions.
- Other potential government funding sources.
- City municipal funds.

Ensuring funds are made available in a timely manner to enable the project to advance without delays will need to be agreed.

The financial impacts of development delays and re-mobilisation of works, together with escalation, will need to be factored into managing scope and keeping project within budget.

C. *Scope* The City will be responsible for developing the public realm design in collaboration with H-U and PPP, based on total project budget, for PCG approval. This work will draw from previous work by the City and the landscape plan by SeeDesign.

D. *Timing* The PCG will need to estimate construction timelines for various private and public projects. This will enable the City to plan delivery in light of probable sequencing of works, as well as budget planning.

3.4. **DRAFT PROGRAM:** The following timeline indicates the targets that the Partnership have committed to under this Deed and will use best endeavours to achieve:

TASK	WHO	BY WHEN
1. Finalisation and signing of Deed of Cooperation	All	Nov-25
2. Draft Project Management Plan	City	Dec-25
3. PCG #1: Review PMP, finalise target project budget, scope	All	Dec-25
4. Concept development: u/g services, eng + LA design	City	Oct-Jan-26
5. PCG #2: Finalise Concept, review program and budget	All	Feb-26
6. Council Report – Endorse Plan and Council Contribution	City	Mar-26
7. PCG #3: Plan implementation stage, legal agreements, etc.	All	Apr-26

It is noted that the first stage of construction of private developments is unlikely to be nearing completion before end Q1 2028. However, all parties agree that a crucial aspect to the success of the Wool Stores Development and 8 Point Street Development is the ability to represent and market the proposed public realm upgrades as soon as possible and prior to any sales release. Given this, all parties will use best endeavours to fast track the Concept Design for approval by the PCG and Council by the program dates.

- 3.5. The City have agreed to authorise H-U and PPP to utilise the Public Art Contributions to undertake and complete the Works in satisfaction of the Public Art Contribution condition contained in their respective development approval (subject to any required development approval condition amendments to facilitate the Works).
- 3.6. In the interest of promoting a commercial relationship between the parties, H-U, PPP and the City enter into this deed to record the agreement to cooperate with each other in relation to advancing the Purpose.
- 3.7. Procurement and contract management of the Works will be discussed by the PCG, noting that the following objectives will guide the final outcomes:
- (i) Expenditure of public funds will need to be in accordance with the Local Government Act and associated Procurement and Tendering Regulations.
 - (ii) The Works will be formed into key separable portions, and/or contracts, to enable street enhancements and footpath reinstatements to coincide in a timely manner with completion dates of private developments.
 - (iii) Where possible, Head Contractors of the private developments will be given an option to price and deliver the public Works packages to align with construction programs and minimise site management issues (risks, access, insurances, etc).
 - (iv) The City will have overarching control of the phasing and procurement of Works unless any Works are delivered by the private development's Head Contractor, noting that there may be significant time delays between the completion dates of both private developments and noting that a significant proportion of Works to the urban realm is not immediately adjacent to these two sites and may be delivered independently as public works.
 - (v) In all instances, value for money will be pursued, tested and demonstrated.
- 3.8. The parties acknowledge and agree that the terms contained in this deed will form the basis of the Cost Sharing Agreement to be prepared and entered into by the parties following execution of this deed.

The parties agree as follows:

4. Defined terms and interpretation

1.1 Definitions

In this deed these terms have the following meanings:

- (a) **8 Point Street Development** means the redevelopment of the PPP Site.
- (b) **Approved Contractor** means the approved contractor(s) engaged by H-U, PPP or the City to undertake the Works.
- (c) **Authorised Person** means:

- (i) any officer or employee of a party;
 - (ii) any Authority.
- (d) **Authority** means any governmental, statutory or other public body or authority including a local government.
- (e) **Business Day** means a day which is not a Saturday, Sunday or bank or public holiday in Perth.
- (f) **Commencement Date** means the date that the parties execute this deed.
- (g) **Confidential Information** includes any of the following types of information:
- (i) the existence and the contents of this deed;
 - (ii) Information provided by one party to the other relating to the cooperation agreement or this deed;
 - (iii) Information emanating from or belonging to one party which the other requires during discussion or correspondence between the parties and related to or connected with this deed; and
 - (iv) Information produced by or arising from the discussion or correspondence between the parties relating to or connected with performing the obligations under this deed.
- (h) **Cost Sharing Agreement** means the formal cost sharing agreement to be entered into between H-U, PPP and the City upon the terms and conditions set out in this deed.
- (i) **City's Contribution** means the amount to be invested by the City towards the total cost of the Works, being an amount equal to the aggregate value of the final Public Art Contribution of H-U and PPP, subject to Council Approval.
- (j) **End Date** means the date which is 48 months following the Commencement Date.
- (k) **H-U Site** means:
- (i) Lot 201 on Plan 24212 being the whole of the land in Certificate of Title Volume 2208 Folio 338, more commonly known as 1 Goldsbrough Street, Fremantle WA; and
 - (ii) Lot 40 on Strata Plan 42058 being the whole of the land in Certificate of Title Volume 2523 Folio 40, more commonly known as 48-68 Cantonment Street, Fremantle WA.
- (l) **Information** includes ideas, data, instructions, plans, specifications, formulae, know-how, inventions, techniques, technology, computer software, designs, copyright, drawings, process of descriptions reports, developments, results, technical advice and trade secrets whether in documentary, visual, oral, machine-readable and/or other form or samples, equipment and other tangible items.
- (m) **Key Principles** means the City's key principles in relation to the deliverables and benefits of the Works as annexed at Schedule 1 to this deed.
- (n) **Public Art Contribution** means the public art contribution required to be funded by the registered proprietor as a condition of development approval for each of the Wool Stores Development and the 8 Point Street Development, as determined by the City.

- (o) **Purpose** means the progression of a commercial agreement in relation to the:
 - (i) use of the Public Art Contribution by each of H-U and PPP towards public realm improvements which involves the collaborative design and delivery of the Works;
 - (ii) satisfaction of the Public Art Contribution condition in the development approval for the Wool Stores Development and the 8 Point Street Development; and
 - (iii) City's commitment to a financial contribution, and collaborative design and delivery of public realm enhancements
- (p) **Point Street Site** means Lot 34 on Deposited Plan 61988 being the whole of the land comprised in Certificate of Title Volume 2755 Folio 144, more commonly known as 8 Point Street, Fremantle WA.
- (q) **Wool Stores Development** means the redevelopment of the H-U Site.
- (r) **Works** means the landscaping and infrastructure works required to upgrade the streetscapes (City assets) surrounding the Wool Stores Development and 8 Point Street Development, as approved by H-U, PPP and the City, and which are consistent with and incorporate the Key Principles.
- (s) **Work Stages** means portions of the Works that may be constructed separately to coincide with the completion of private development, noting that an option will be made available for each respective contractor engaged across the H-U Site and PPP Site to bid for these portions of the Works.

1.2 Interpretation

Unless expressed to the contrary, in this deed:

- (a) headings do not affect the interpretation of this deed;
- (b) words in the singular include the plural and vice versa;
- (c) if a word or phrase is defined its other grammatical forms have corresponding meanings;
- (d) 'includes' means includes without limitation;
- (e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
- (f) a reference to:
 - (i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
 - (iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;
 - (iv) a right includes a benefit, remedy, discretion or power;
 - (v) time is to local time in Perth;

- (vi) this or any other document includes the document as novated, varied or replaced and despite any change in the identity of the parties; and
- (vii) a clause, schedule or annexure is a reference to a clause, schedule or annexure, as the case may be, of this deed.

5. Cooperation

5.2.1. H-U and PPP agree to work together in a constructive and co-operative manner to:

5.2.1.1. develop design plans and specifications for the Works;

5.2.1.2. progress and obtain statutory approvals for the Works in a coordinated manner;

5.2.1.3. engage the Approved Contractor to undertake and complete all or part of the Works in a coordinated and timely manner as mutually agreed between all parties (including the City); and

5.2.1.4. pay their respective Public Art Contribution towards the cost of the Works.

5.2.2. The City agrees:

5.2.2.1. to do all things necessary to:

5.2.2.1.1. work collaboratively with H-U and PPP to develop and approve the design plans and specifications for the Works;

5.2.2.1.2. contribute to the Works by making sufficient provision in their approved budgets for the payment of the City's Contribution towards the cost of the Works; and

5.2.2.1.3. as and when required, advance the City's Contribution to the Approved Contractor to enable H-U and PPP to complete the Works,

5.2.3. that the Works undertaken by H-U and PPP as set out in this deed will satisfy condition [number] in the development approval for H-U and PPP to provide its Public Art Contribution, subject to final approval from the City. Each party agrees with the other party that this Co-operation Deed is a starting point for negotiations between the parties with a view to the parties entering into the formally documented and legally binding Cost Sharing Agreement and:

5.2.3.1. to act in good faith in all its activities and dealings with each other;

5.2.3.2. to work collaboratively with each other, in good faith and in a prompt and expeditious manner to seek to achieve economies of scale, synergies and other efficiencies in connection with the principles set out in this deed;

5.2.3.3. to negotiate in good faith and to use their respective best endeavours to conclude the Cost Sharing Agreement based upon the principles set out in this deed as soon as practicable following execution of this deed.

it being acknowledged that clause 5.2.3.3 is an obligation to negotiate only and does not oblige the parties or any party to execute any Cost Sharing Agreement and that other than this clause 5.2.3, 6, 7 and 9, the terms of this Co-operation Deed are not legally binding on the parties.

6. Term

6.2. Term and termination

- 6.2.1. The term of this deed will begin on the Commencement Date and will expire on the End Date.
- 6.2.2. Notwithstanding the period specified in clause 6.2, the term of this deed may be extended by written agreement between the parties.
- 6.2.3. Any party may decide to withdraw and terminate this deed early by giving notice to the other party that the deed will terminate on the day which is 120 calendar days after the notice had been given.

6.3. Consequences of Termination

- 6.3.1. Upon termination of this deed, the rights and obligations of the parties shall terminate and be of no further effect except that clause 7 (Confidentiality) and clause 9.7 (Governing Law) will survive termination of this deed and remain in full force and effect.
 - 6.3.2. Termination shall be without prejudice to the rights and liabilities of the parties accrued prior to the date of termination.
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7. Confidentiality

- 7.2.1. During the Term, H-U and PPP each agree to deal exclusively with the other in relation to the Purpose.
- 7.2.2. The parties agree that Confidential Information exists and may come into existence and both H-U and PPP (as the context permits) agree that:
 - 7.2.2.1. Confidential Information is secret and confidential;
 - 7.2.2.2. unless the discloser of the Confidential Information agrees to the contrary, all Information provided is provided solely to facilitate the performance by the parties of their respective obligations under this deed;
 - 7.2.2.3. both parties have an obligation of confidence to the other regarding Confidential Information and any unauthorised use or disclosure of Confidential Information will be of detriment to the discloser; and
 - 7.2.2.4. neither party will use the Confidential Information for any purpose other than performing its obligations under this deed.
- 7.2.3. The parties must:
 - 7.2.3.1. treat Confidential Information as secret and confidential and as the property solely of the discloser;
 - 7.2.3.2. not use Confidential Information for any purpose other than performing their respective obligations under this deed;

- 7.2.3.3. restrict disclosure of Confidential Information to those members of the staff, relevant stakeholders and other professional consultants who require Confidential Information to enable a party to perform their respective obligations under this deed;
 - 7.2.3.4. ensure that each person to whom Confidential Information has been disclosed complies with the obligations of the parties under this clause 7 and, if required by either party, executes a confidentiality deed in favour of that party;
 - 7.2.3.5. immediately notify the other party in writing if any person has disclosed or is suspected by a party of disclosing or intending to disclose any Confidential Information to any person otherwise under this clause; and
 - 7.2.3.6. not copy, reproduce, make records or take extracts from Confidential Information except as is reasonably necessary to enable the parties to perform their respective obligations under this deed.
- 7.2.4. The provisions of this clause 7 must continue in force notwithstanding completion or termination for any reason of this deed, the destruction of Confidential Information or the delivery up of Confidential Information to the respective parties.
- 7.2.5. Notwithstanding clause 7.2.3, a party may disclose Confidential Information to an Authorised Person who needs to know that Confidential Information in order to carry out any obligations under this deed.
- 7.2.6. Each party must ensure that each Authorised Person who receives Confidential Information:
- 7.2.6.1. is aware of the confidential nature of the Confidential Information; and
 - 7.2.6.2. is bound by an obligation of confidentiality to that party no less stringent than the obligation of confidentiality set out in this deed.

8. Notices

8.2. General

A notice, demand, certification, process or other communication relating to this deed must be in writing in English and may be given by an agent of the sender.

8.3. How to give a communication

In addition to any other lawful means, a communication may be given by being:

- 8.3.1. personally delivered;
- 8.3.2. left at the party's current delivery address for notices;
- 8.3.3. sent to the party's current postal address for notices by pre-paid ordinary mail; or
- 8.3.4. emailed to the current email address for notices.

9.5. Consents

Except as expressly stated otherwise in this deed, a party may conditionally or unconditionally give or withhold any consent to be given under this deed and is not obliged to give its reasons for doing so.

9.6. Further steps

Each party must promptly do whatever any other party reasonably requires of it to give effect to this deed and to perform its obligations under it.

9.7. Governing law and jurisdiction

This deed is governed by and is to be construed in accordance with the laws applicable in Western Australia.

9.8. Counterparts

This deed may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.

9.9. Entire understanding

This deed contains the entire understanding between the parties as to the subject matter of this deed.

9.10. Relationship of parties

- 9.10.1. No party may undertake any obligation on behalf of another party or legally bind another party without that party's prior written consent.
- 9.10.2. Nothing contained in this deed is intended to constitute the parties as partners, agents, employees or representatives of the other.
- 9.10.3. No party will represent or hold itself out as having the authority or right to assume, create or undertake any obligation of any kind on behalf of or in the name of another party.

Schedule 1 – City Design Key Principles

Consistent

- **Street Design:** Streetscape should be robust, legible, and consistent, building and improving upon the structure of Cantonment Street to the south. The layout should be flexible and capable of adapting to future needs, supporting uses such as alfresco seating, servicing, and events.
- **Strategic Alignment:** Public realm design should align with strategic planning of the broader City Centre, as adopted by Council in the *City Plan: City Centre (2025)* and *City Streets Enhancement Strategy (2025)*. The public realm design should form a new identity whilst having regard for existing City finishes and maintenance protocols. Exemplar projects globally should be used as reference points to develop and enhance the precinct however the final design should reflect the scale, budget and local context of Fremantle.
- **Streetscape Elements:** Select simple material, lighting and street furniture palettes that reinforce the local character and streetscape strategies of central Fremantle.
- **Public Art:** Include integrated public art that is small-scale, interpretive, and embedded into the streetscape.
- **Quality:** Ensure high standards of design and construction that meet/exceed the City's standards regarding asset management, maintenance and life-cycle assessment.

Green

- **Maximise Canopy Cover:** Enhance pedestrian comfort by designing for minimum tree centre spacings, reinforcing a strong, consistent canopy.
- **Healthy Street Trees:** Provide generous tree pits, permeable paving, and Water Sensitive Urban Design (WSUD) features to support large, healthy street trees.
- **Complete the Avenue:** Continue the avenue of trees to the south using large deciduous species, selected to match the scale and canopy cover of Cantonment Street's existing plane trees, ensuring that species selections address the risk posed by polyphagous shot-hole borer.
- **De-paving:** Explore opportunities to reduce paving and hardscape areas in lieu of additional landscape opportunities, providing both visual interest and urban cooling.
- **Desirable Microclimates:** Prioritise shade, cooling, and ecological function as key drivers of landscape design.

Inclusive

- **Universal Access:** Design to be inclusive and accessible to all users, guided by universal design principles, including accessible parking provisions.
- **Prioritise People:** Prioritise pedestrian movement over vehicles by providing generous footpath widths and safe, raised crossings.
- **Encourage Cycling:** Incorporate abundant bicycle parking throughout the precinct and ensure safe on-street cycling environments.
- **Reduce Vehicle Speeds:** Explore vehicle speeds under 30km – 40km/hr.
- **Servicing:** Ensure servicing of properties takes precedence over car parking, supporting businesses and community activity.
- **Integrated Lighting:** Deliver a coordinated lighting strategy to ensure a safe and welcoming nighttime environment. Explore strategies for feature lighting creating a level of user interest and providing additional activations during events.

Extracts from Planning Approvals (Re Public Art / Public Realm Financial Contributions)

8 Point Street, Fremantle

Reference: DAP006/23 (City of Fremantle) or DAP/23/02534 (Development Assessment Panel)

Approval granted (meeting date): 7 December 2023

Public Art (Condition 36)

36. Prior to the occupation of the development hereby approved, the owner shall:

a) Contribute a monetary amount equal in value to one percent of the estimated development cost or otherwise approved by the City in accordance with the policy, as indicated on the Form of Application for Planning Approval, to the City of Fremantle for development of public art works and/or heritage works to enhance the public realm in accordance with LPP 2.19: *Contributions for Public Art and/or Heritage Works* and to the satisfaction of the City of Fremantle. Based on the estimated cost of the development being \$100 million dollars the contribution to be made is \$1 million dollars: OR;

b) Alternatively, the Council may waive the requirement for the public art/heritage work (s) monetary contribution in cases where the approved development incorporates public art work(s) to the same value specified above and the public art work (s) is located in a position clearly visible to the general public either on the site of the development or within a crown reserve adjoining or near to the development site. Any such public artwork proposal is to be developed in accordance with the City's Public Art Policy 2010-2015 and the City's Percent for Art Guidelines and approved by the City of Fremantle.

Prior to occupation of the development, the public art proposal shall be implemented, and thereafter maintained for the life of the development, to the satisfaction of the City of Fremantle.

Elders Woolstores, Cantonment Street, Fremantle

Reference: DAP005/24 (City of Fremantle) or DAP/25/02837

Approval granted (Meeting date): 29 April 2025

Public Art (condition 34)

34. Prior to the occupation of the development hereby approved, the owner shall contribute a monetary amount equal in value to one percent of the estimated development cost, or otherwise approved by the City in accordance with Local Planning Policy 2.19, as indicated on the Form of Application for Planning Approval, to the City of Fremantle for development of public art works, heritage and/or external public realm upgrade works to enhance the public realm. Based on the estimated cost of the development being \$110 million dollars the contribution to be made is \$1.1 million dollars.

Advice note:

In relation to Condition 34:

- a) Should the Applicant provide a monetary amount to contribute to external public realm upgrade works, this shall be subject to the detailed design of the proposed public realm upgrades to be undertaken at the Applicants cost and subsequently endorsed by the City.
- b) Should provision of physical public art be delivered by the Applicant, this should be provided on-site, reflect the cultural, social and historical context of the site, such as the skate culture and former wool trade, and should be visible to the public realm fronting either Cantonment or Goldsbrough Street.

Reason listed in the Minutes:

The majority of members supported the provision of Public Art within the public realm associated with the development uses and site form.

*Note: Condition 11 requires the Developer to pay for loading bays in the road reserve as they are not provided on site. This is *in addition* to the revised "public realm" (/art) contribution as it relates to a different policy requirement. However, the loading bays should be considered a cohesive design element within the wider public works precinct.

Execution page

Executed as a deed.

EXECUTED for and on behalf of **WS 201 Asset Pty Ltd (ACN 678 473 222)** in accordance with the requirements of s.127 of the *Corporations Act 2001* (Cth):

Signature of Director

Signature of Director/Secretary

Name of Director

Name of Director/Secretary

EXECUTED for and on behalf of **WS 40 Asset Pty Ltd (ACN 678 473 213)** in accordance with the requirements of s.127 of the *Corporations Act 2001* (Cth):

Signature of Director

Signature of Director/Secretary

Name of Director

Name of Director/Secretary

EXECUTED for and on behalf of **Point Street Partners Pty Ltd** in accordance with the requirements of s.127 of the *Corporations Act 2001* (Cth):

Signature of Director

Signature of Director/Secretary

Name of Director

Name of Director/Secretary

EXECUTED for and on behalf of **City of Fremantle:**

Signature of CEO

Glen Dougall

Name of Director