

PLANNING AGREEMENT

Dated 11 JANUARY 2000 ~~1999~~

PARTIES

**THE WATERWAYS RESIDENTIAL
DEVELOPMENT PTY LTD**

ACN 004 413 183

MELBOURNE WATER CORPORATION

KINGSTON CITY COUNCIL

MINTER ELLISON

Lawyers

Rialto Towers

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THIS AGREEMENT is made the 11 day of JANUARY 2000 ~~1999~~ pursuant to Section 173 of the *Planning and Environment Act 1987* ("the Act").

PARTIES

THE WATERWAYS RESIDENTIAL DEVELOPMENT PTY LTD ACN 004 413 183 of 8 Collins Street, Melbourne, Victoria ("the Company")

AND MELBOURNE WATER CORPORATION of 607 Bourke Street, Melbourne, Victoria ("Melbourne Water")

AND KINGSTON CITY COUNCIL of 999 Nepean Highway, Moorabbin, Victoria ("Responsible Authority")

INTRODUCTION:

- A. The Responsible Authority is responsible under the Act for the administration and enforcement of the Kingston Planning Scheme ("the Planning Scheme").
- B. The Company is the registered proprietor of the Land.
- C. The Land is encumbered by Mortgage No N184949V in favour of Westpac Banking Corporation. The Mortgagee has consented to the Owner entering into this Agreement with respect to the Land.
- D. Amendment L33 (approved on 19 February 1999) introduced clauses 155 and 156 into the Planning Scheme. Clause 155-3 provides for the Kingston Lodge Incorporated Plan Overlay to apply to the Land. Pursuant to clause 155-4 of the Planning Scheme the owner of the Land is required to enter into an agreement under Section 173 of the Act, prior to commencing development of the Land. Clause 155-4 requires the planning agreement to provide for, among other things, the specification and programming of works to be done in accordance with the Incorporated Plan and the transfer of rights in land within the Public Purposes Reserves (including the Mornington Peninsula Freeway reserve) to facilitate the achievement of the purposes of the clause, the responsibilities of the relevant public authorities and the staging of development.
- E. Clause 156 provides for the Kingston Lodge Design and Development Overlay to apply to the Land
- F. Amendment L51 (approved 13 August 1999) introduced the required Incorporated Plan into the Planning Scheme for the purposes of clause 155 of the Planning Scheme.
- G. The Company, Melbourne Water and the Responsible Authority executed Heads of Agreement on 29 July 1998 ('the Heads of Agreement') as a sign of good faith and in order to form a basis upon which the agreement or agreements envisaged by clause 155-4 of the Planning Scheme would be prepared and in order to address and clarify certain issues.
- H. The Company intends to subdivide and develop the Land in stages pursuant to the rights conferred by the Planning Scheme. In doing so the Company intends to fulfil the objectives of the Heads of Agreement as set out in clause 2.1 and to prepare a Landscape Master Plan for approval by the Responsible Authority in accordance with the requirements of the planning permit for subdivision of the Land.

- I. The parties intend that, prior to the completion of Stage 2 works as outlined under Schedule 5 of this Agreement ('Stage 2') a broader range of plant types will be planted across the Melbourne Water Public Land and where relevant onto the Responsible Authority Public Land to maximise the species richness and habitat values of these areas. These responsibilities and the specification of such works are outside this Agreement but will be agreed to between the company and Melbourne Water prior to the release of titles at the conclusion of Stage 2.
- J. The parties have prepared and executed this Agreement in order to advance the objectives of planning in Victoria and to address the requirements of clauses 155-3 and 155-4 of the Planning Scheme.

IT IS AGREED

1. Definitions and Interpretation

1.1 Definitions

In this Agreement:

- (a) "Act" means the *Planning and Environment Act 1987 (Vic)*.
- (b) "Agreement" means this document, including any Schedule or Annexure to it.
- (c) "Business Day" means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where an act is to be performed or a payment is to be made.
- (d) "Incorporated Plan" means the plan incorporated into the Planning Scheme by Amendment L51, a copy of which is contained in Schedule 1, but if the Incorporated Plan is modified by amendment to the Planning Scheme, means the Incorporated Plan as so modified.
- (e) "Land" means Lots 1 to 4 on TP3817U, being the land described in Certificate of Title Volume 08959 Folio 774, Lot 1 on Plan of Subdivision PS330009Q, being the land described in Certificate of Title Volume 10198 Folio 059, and Lots 1 to 8 on LP60477, being the land described in Certificates of Title Volume 8427 Folios 531-538, and includes any lot created by subdivision of the Land.
- (f) "Melbourne Water Public Land" means the part of the Land marked A on Plan of Subdivision PS 433128H, a copy of which appears as Schedule 2 to this Agreement.
- (g) "Mordialloc Creek Cell" means the area shown on the plan in Schedule 3.
- (h) "Mortgagee" means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagees of the Land or any part of it.
- (i) "Owner" means the Company or the person or persons entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of any estate in fee simple, of the Land or any part of the Land, and includes a Mortgagee-in-possession.

- (j) "Planning Scheme" means the Kingston Planning Scheme and any other planning scheme that applies to the Land.
- (k) "Project" has the same meaning as in the Heads of Agreement.
- (l) "Project Superintendent" is the person appointed by or on behalf of the Owner to act as superintendent or supervising engineer in respect of the works that by this Agreement the Owner is obliged to perform.
- (m) "Proposed Public Land" means the Responsible Authority Public Land and the Melbourne Water Public Land.
- (n) "Public Land Works" means the works described in Schedule 4.
- (o) "Related Body Corporate", "Subsidiary" and "Holding Owner" each has the meaning given in section 9 of the *Corporations Law*.
- (p) "Responsible Authority" includes the successors to the Kingston City Council as the Responsible Authority for the Planning Scheme.
- (q) "Responsible Authority Public Land" means the part of the Land marked C on Plan of Subdivision PS433128H, a copy of which appears as Schedule 2 to this Agreement.
- (r) "Schedule" means a Schedule to this Agreement.

1.2 Interpretation

- (a) Reference to:
 - (i) one gender includes the others;
 - (ii) the singular includes the plural and the plural includes the singular;
 - (iii) a person includes a firm, a corporation or other body corporate;
 - (iv) a party includes the party's executors, administrators, successors and permitted assigns;
 - (v) a statute, regulation or provision of a statute or regulation ("Statutory Provision") includes:
 - (A) that Statutory Provision as amended or re-enacted from time to time; and
 - (B) a statute, regulation or provision enacted in replacement of that Statutory Provision; and
 - (vi) money is in Australian dollars, unless otherwise stated.
- (b) "Including" and similar expressions are not words of limitation.
- (c) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

(b) the expiration of the relevant maintenance period referred to in clause 4.2.

3.2 The parties agree that the Responsible Authority will be responsible for managing and maintaining the Responsible Authority Public Land (or the relevant part thereof) at no cost to the Owner after the later of:

(a) the transfer of the Responsible Authority Public Land (or the relevant part thereof) to the Responsible Authority; and

(b) the expiration of the relevant maintenance period referred to in clause 4.2.

3.3 The parties agree that Melbourne Water will be responsible for managing and maintaining the Melbourne Water Public Land (or a part thereof) at no cost to the Owner after the later of:

(a) the transfer of the Melbourne Water Public Land (or the relevant part thereof) to Melbourne Water; and

(b) the expiration of the relevant maintenance period referred to in clause 4.2.

4. Transfer of title in the Proposed Public Lands

4.1 The Owner agrees

(a) to prepare and lodge (and pay all fees and charges in connection with) the necessary permit applications and plan of subdivision so as to create a lot comprising the Responsible Authority Public Land and a lot comprising the Melbourne Water Public Land;

(b) to lodge with the Registrar of Titles (and pay all fees and charges in connection with) a plan of subdivision in registrable form in order to effect the subdivision of the Land so as to create the lots comprising the Responsible Authority Public Land and the Melbourne Water Public Land; and

(c) to prepare, execute and give to the Responsible Authority and Melbourne Water, as appropriate, a transfer in registrable form at no cost to the Responsible Authority or Melbourne Water on or immediately after the Date for Transfer of the Responsible Authority Public Land and the Melbourne Water Public Land.

4.2 For the purposes of this Agreement, 'Date for Transfer' means

(a) in the case of the Responsible Authority Public Land, two years after practical completion (save for minor defects and omissions) of the Public Land Works to the extent that those works are in respect of the Responsible Authority Public Land; and

(b) in the case of the Melbourne Water Public Land, three years after practical completion (save for minor defects and omissions) of the Public Land Works to the extent that those works are in respect of the Melbourne Water Land,

or earlier by agreement.

The two and three year periods, respectively, shall be known in each case as the 'maintenance period'.

- 4.3 For the purposes of this Agreement, practical completion means when –
- (a) the Owner is able to establish to the satisfaction of the Responsible Authority (in respect of the Responsible Authority Public Land) and Melbourne Water (in respect of the Melbourne Water Public Land) that the relevant Public Land Works have been practically completed; or
 - (b) practical completion is established by the Victorian Civil and Administrative Tribunal pursuant to section 149 of the Act as provided for under the dispute resolution provisions of this Agreement.

4.4 The parties intend that the Responsible Authority Public Land and the Melbourne Water Public Land may be further subdivided and that the Public Land Works may take place in stages based on lots created by that further subdivision. In such a case, for the purposes of clause 4.3, the parties intend that practical completion shall mean the practical completion of those Public Land Works which apply to a particular lot within the Responsible Authority Public Land or the Melbourne Water Public Land, as applicable, and the applicable maintenance period for the purposes of clause 4.2 shall likewise apply from the practical completion of the Public Land Works in respect of that lot.

4.5 This Agreement does not preclude the parties from subsequently entering a bonding agreement pursuant to Section 21 of the *Subdivision Act* 1988 (Vic) in respect of the Public Land Works, with any such agreement to specify what will amount to practical completion and how the maintenance period is to be regarded, to the satisfaction of the Responsible Authority or Melbourne Water, as appropriate.

5. **Grant of Licence by Melbourne Water**

5.1 Melbourne Water hereby licences the Owner and any person authorized by the Owner to access the Mordialloc Creek and any adjacent land for the purpose of performing the Public Land Works.

6. **Obligations of the Responsible Authority**

6.1 The Responsible Authority agrees:

- (a) after the transfer to it of the Responsible Authority Public Land, to manage and maintain the said land in accordance with the Responsible Authority's usual standards for the management and maintenance of public open space in its municipality;
- (b) to expeditiously process any planning permit application for a residential display village and/or sales office or any associated works promoting or administering the Project, provided that nothing in this clause shall oblige the Responsible Authority to grant any permit or be interpreted as fettering in any way the exercise by the Responsible Authority of its powers and duties under the Act and the Planning Scheme;

- (c) other than as set out in this Agreement, to waive infrastructure or community contribution levies payable in respect of the development of the Land and public open space contributions; and
- (d) on or immediately after the Date of Transfer, to accept the transfer of the Responsible Authority Public Land and to execute such documents and do all such things necessary to effect that transfer.

7. Obligations of Melbourne Water

7.1 Melbourne Water agrees:

- (a) to manage and maintain the Melbourne Water Public Land in accordance with its usual standards for the management and maintenance of floodplain and wetlands, after the later of:
 - (i) the transfer of the Melbourne Water Public Land (or the relevant part thereof) to Melbourne Water; and
 - (ii) the expiration of the relevant maintenance period referred to in clause 4.2.
- (b) that the schedule of plant species and communities to be planted as part of the Public Land Works is as contained in Schedule 6 or in such other list approved by Melbourne Water;
- (c) to waive all relevant statutory developer charges;
- (d) that if the Responsible Authority or the Owner serves a written notice on Melbourne Water specifying any act required of Melbourne Water to manage or maintain any part or parts of the Melbourne Water Public Land that Melbourne Water is obliged under this Agreement or under statute to manage or maintain, and if Melbourne Water fails to commence to undertake that act within seven days of receipt of that notice, Melbourne Water will reimburse the Responsible Authority or the Owner any monies reasonably expended by either of them for the purpose of undertaking that act;
- (e) to contribute \$500,000.00 ('initial contribution') towards the cost of developing the silt traps and wetlands within the Mordialloc Creek Cell, such initial contribution to be paid to the Owner forthwith after the Owner provides evidence to the satisfaction of Melbourne Water that the work of developing the silt traps and wetlands has been substantially completed or, if not substantially completed, the Owner has incurred a liability to pay an amount of at least \$500,000.00 in respect of those works. A certificate or other written notification signed by the Project Superintendent and forwarded to Melbourne Water will constitute a request for payment of the initial contribution;
- (f) to contribute \$130,000.00 ('further contribution') towards the cost of planting aquatic plants within the Mordialloc Creek Cell, such further contribution to be paid to the Owner forthwith after the Owner provides evidence to the satisfaction of Melbourne Water that the work of planting the aquatic plants has been substantially completed or, if not substantially completed, the Owner has incurred a liability to pay an amount of at least \$130,000.00 in respect of those works. A certificate or other written notification signed by the Project

Superintendent and forwarded to Melbourne Water will constitute a request for payment of the further contribution;

- (g) that if the Mordialloc Creek Cell or any part thereof is polluted or contaminated prior to the transfer of the Melbourne Water Public Land, Melbourne Water will perform any necessary remediation or clean up works, to the extent that the pollution is not caused by the Owner or its agents;
- (h) to provide all other reasonable assistance (other than financial assistance) requested by the Owner in relation to matters within Melbourne Water's expertise and responsibility, which is necessary or desirable to allow or assist the Owner to fulfil its obligations under this Agreement;
- (i) on or immediately after the Date of Transfer to accept the transfer of the Melbourne Water Public Land and to execute such documents and do all such things necessary to effect that transfer;
- (j) after the transfer to it of the Melbourne Water Public Land, to allow on-going public access to the Melbourne Water Public Land in accordance with the plan forming part of Schedule 5; and
- (k) if the Owner does not complete the Public Land Works and Melbourne Water draws upon the security pursuant to clause 8.1 or the alternative security pursuant to clause 8.3, to apply the proceeds of that security to the remedial works or the alternative remedial works, as the case may be.

8. Provision of financial undertakings to the Authorities

- 8.1 Prior to the commencement of the Public Land Works within the Mordialloc Creek, the Owner shall provide financial undertakings to the satisfaction of Melbourne Water and the Responsible Authority in the form of a bank guarantee to Melbourne Water to secure the restoration of the Mordialloc Creek to its condition as it existed prior to the commencement of the works to the satisfaction of Melbourne Water, if the Public Land Works are not completed to the satisfaction of the Responsible Authority and Melbourne Water. The works to restore the Mordialloc Creek will include restoring the levee banks to a standard to ensure stability of the banks, revegetation of the banks and prevention of sedimentation and other adverse downstream water quality impacts or other significant and unreasonable off-site impacts ('the remedial works').
- 8.2 Upon receipt of the initial contribution pursuant to clause 7.1(e) and again upon receipt of the further contribution pursuant to clause 7.1(f), the Owner shall provide additional financial undertakings in the form of bank guarantees to the satisfaction of Melbourne Water to secure the reimbursement of those contributions if either:
 - (a) the Public Land Works are not completed to the satisfaction of the Responsible Authority or Melbourne Water; and
 - (b) the Melbourne Water Public Land is not transferred to Melbourne Water.
- 8.3 At any time prior to the bank guarantees in clauses 8.1 and 8.2 being drawn upon, the Owner at its discretion may propose to Melbourne Water and the Responsible Authority, and Melbourne Water and the Responsible Authority will consider and will not unreasonably withhold consent to, alternative measures to remediate the Melbourne Water Public Land affected by any incomplete Public Land Works ('alternative remedial

works'). If Melbourne Water and the Responsible Authority consents to the alternative remedial works, the Owner must provide financial undertakings in respect of those works ('the alternative security') to the satisfaction of Melbourne Water and the Responsible Authority. On receipt of the alternative security, Melbourne Water will without delay surrender the bank guarantee under clause 8.1, and if appropriate, the bank guarantees under clause 8.2.

9. Goods and Services Tax

- 9.1 If a party to this Agreement ('Supplier') is obliged to pay Goods and Services Tax ('GST') on any supply made under or in accordance with this Agreement, in addition to any consideration otherwise payable or to be provided by a party ('Recipient') for that supply ('GST exclusive amount') the Supplier will be entitled to recover from the Recipient by way of increase to the GST exclusive amount an additional amount being that calculated by multiplying the GST exclusive amount by the prevailing GST rate on the date of the supply ('GST factor').
- 9.2 The GST factor in respect of a supply must be paid by the Recipient to the Supplier without set-off or deduction, no later than the date on which the Recipient lodges its GST return for the tax period in which it has received a tax invoice in respect of that supply
- 9.3 The Recipient of any taxable supply under the terms of this Agreement will not be obliged to pay or provide the consideration for that supply or any part thereof until the Supplier has provided the Recipient with a tax invoice in respect of that supply.
- 9.4 If the Responsible Authority or Melbourne Water is not, or will not be, entitled to an input tax credit for the whole of the GST factor relating to a supply, nothing in clauses 9.1 to 9.3 requires the Responsible Authority or Melbourne Water to pay so much of the GST factor as is greater than the input tax credit to which that party is entitled in respect of that supply and the GST factor determined in accordance with clause 9.1 shall be reduced accordingly.
- 9.5 For the purposes of this clause 9, 'GST return', 'input tax credit' and 'tax invoice' have the meaning given by *A New Tax System (Goods and Services Tax Act 1999 (Cth))*.

10. Dispute Resolution

10.1 Notice of Dispute

- (a) If a dispute or difference arises between the parties out of or in connection with the interpretation or implementation of this Agreement, other than a dispute or difference as to practical completion of the Public Land Works for the purposes of clause 4, the schedule of plant species and communities as contained in Schedule 6, the initial and further contributions in clauses 7.1(e) and (f) and the alternative remedial works and the alternative security in clause 8.3, any party may serve on the other party or parties the dispute concerns a notice of dispute or difference.
- (b) Disputes or differences arising out of or in connection with the practical completion of the Public Land Works for the purposes of clause 4, the schedule of plant species and communities as contained in Schedule 6 or the initial and

further contributions in clauses 7.1(e) and (f) shall be determined by VCAT pursuant to section 149(b) of the Act.

10.2 Meeting of Representatives

If a notice is served in accordance with clause 10.1(a), senior level representatives of the parties in dispute with authority to forthwith settle and resolve the dispute shall meet face to face within a period of three Business Days of the service of the Notice of Dispute to undertake genuine good faith discussions with a view to resolving the dispute. If a meeting is required under this clause by any party then each party upon whom the Notice of Dispute is served shall ensure attendance on its behalf.

10.3 Expert Determination

If the dispute or difference referred to in clause 10.1(a) has not been resolved within the three Business Days of service of the Notice of Dispute, the party serving the Notice of Dispute may by notice in writing to the other party or parties require the dispute or difference to be referred to expert determination in accordance with the following provisions of this clause:

(a) The Expert

The expert determination is to be conducted by a person agreed between the parties and in default of agreement within three Business Days after a notice under the preceding clause has been given then by a person appointed by the President for the time being of the Institution of Engineers Australia ("the Expert").

(b) Not Arbitration

An expert determination conducted under this clause 10.3 is not an arbitration. The Expert shall make a determination as an Expert and not as arbitrator and may reach a decision from his or her own knowledge and expertise.

(c) Procedure for Determination

The Expert:

- (i) may conduct any investigation which he or she considers necessary to resolve the dispute or difference;
- (ii) may examine such documents, and in the presence of representatives of both parties, interview such persons as he or she may require; and
- (iii) may without limitation, make such directions for the conduct of the determination as the Expert considers necessary; and
- (iv) is obliged to consider the matter in dispute in the context of the purposes and intent of the relevant Planning Scheme provisions, the Heads of Agreement and this Agreement.

(d) Agreement with Expert

The parties must enter into an agreement with the Expert in the form of the agreement for expert determination customarily used by the Expert except that the agreement must oblige the Expert to:

- (i) disclose to the parties any interest he or she has in the outcome of the determination;
- (ii) not communicate with one party to the determination without the knowledge of the other;
- (iii) issue the determination within 7 days after appointment unless both parties in their absolute discretion agree otherwise in writing.

(e) Costs

Each party will bear its own costs in respect of any determination.

(f) Determination of Expert

The determination of the Expert:

- (i) must be in writing; and
- (ii) will be final and binding.

11. Acknowledgments, Consents and Warranties

- 11.1 The Owner and the Responsible Authority acknowledge and agree that this Agreement is made pursuant to Section 173 of the Act and during the period of this Agreement the obligations imposed on the Owner are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and bind the Owner, its successors in title, assignees and transferees and the registered proprietor for the time being of the Land.
- 11.2 The Owner and the Responsible Authority acknowledge and agree that where the Schedules in this Agreement contain plans or other documents which are subsequently endorsed as part of any planning permit relating to the use or development of the Land, the Agreement shall be taken to refer to the plans or documents as approved or endorsed under the relevant planning permit or permits from time to time.
- 11.3 Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Land which may be affected by the Agreement.
- 11.4 Without limiting the operation or effect of this Agreement, the Owner must ensure that successors in title shall be required to:
 - (a) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
 - (b) execute a deed agreeing to be bound by the terms of this Agreement.

12. Notices

12.1 A notice or other communication required or permitted to be served by a party on another party shall be in writing and may be served:

- (a) by delivering it personally to that party;
- (b) by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- (c) by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

In the case of Melbourne Water, the notice is to be served upon the Manager of Planning, 630 Church Street, Richmond, Victoria.

12.2 A notice or other communication is deemed served:

- (a) if delivered, on the next following business day;
- (b) if posted, on the expiration of two business days after the date of posting; or
- (c) if otherwise delivered before 5 pm on a Business Day at the place of delivery, upon delivery, and otherwise on the next Business Day at the place of delivery.

12.3 Despite clause 12.1(c):

- (a) a facsimile is not treated as given or received unless at the end of the transmission the sender's facsimile machine issues a report confirming the transmission of the number of pages in the notice; and
- (b) a facsimile is not treated as given or received if it is not received in full and in legible form and the addressee notifies the sender of that fact within 3 hours after the transmission ends or by 12 noon on the Business Day on which it would otherwise be treated as given and received, whichever is later.

13. Registration of Agreement

The Owner will consent to the Responsible Authority making application to the Registrar of Titles to make a recording of this Agreement in the Register on each Certificate of Title to the Land in accordance with Section 181 of the Act and agrees to do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

14. Further Assurance

14.1 Each party must promptly at its own cost do all things (including executing all documents) necessary or desirable to give full effect to this Agreement.

15. Miscellaneous Provisions**15.1 Time, other indulgences granted etc**

Any time or other indulgence granted by the Responsible Authority to the Owner or any variation of the terms and conditions of this agreement or any judgment or order obtained by the Responsible Authority against the Owner will not in any way amount to a waiver of any of the rights or remedies of the Responsible Authority in relation to the terms of this Agreement.

15.2 Unenforceable provisions to be severed

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it shall be severed and the other provisions of this Agreement shall remain operative.

15.3 No fetter

The parties acknowledge and agree that subject to this Agreement, this Agreement does not fetter or restrict the power or discretion of the Responsible Authority to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Land or relating to any use or development of the Land.

15.4 Commencement of this Agreement

This Agreement comes into effect on the date of execution of this Agreement.

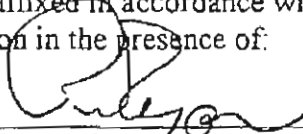
15.5 Ending of this Agreement

- (a) This Agreement ends when the Owner has complied with all of the obligations imposed on the Owner under this Agreement as evidenced by the Responsible Authority signing the application referred to in paragraph (c) of this clause.
- (b) If this Agreement relates to more than one lot and the owner of that lot has complied with all of the obligations in relation to that lot, the owner of that lot may request the Responsible Authority to end this Agreement in relation to that lot.
- (c) As soon as reasonably practicable after the Agreement has ended, the Responsible Authority will, at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register by executing and lodging a document in the form contained in Schedule 7.


EXECUTED as an agreement

THE COMMON SEAL of THE)
WATERWAYS RESIDENTIAL)
DEVELOPMENT PTY LTD ACN 004 413)
183 was affixed in accordance with its)
constitution in the presence of:)





Director/Owner Secretary
PETER J RYAN
SECRETARY



Director
Ian M. Kiefel
Director

Name of Director/Owner Secretary
(BLOCK LETTERS)


Name of Director
(BLOCK LETTERS)

For and on behalf of MELBOURNE)
WATER CORPORATION by its)
authorised representative:)

General Manager, Waterways & Drainage

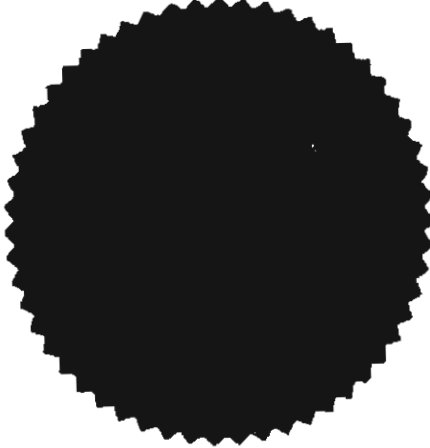
Name of General Manager, Waterways &
Drainage

THE COMMON SEAL of KINGSTON)
CITY COUNCIL was hereunto affixed in)
the presence of)



Responsible Authority or

Chief Executive Officer



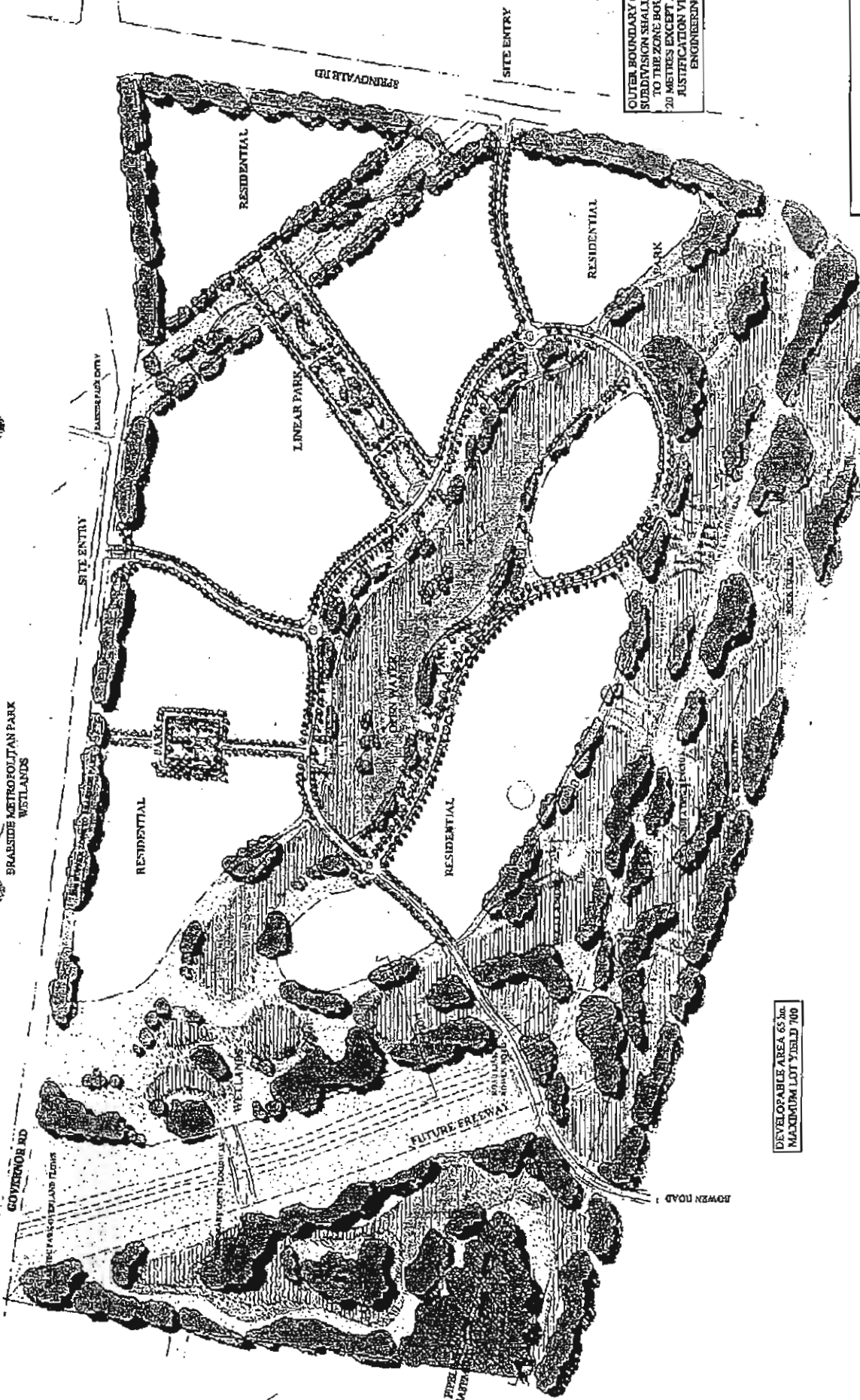
SCHEDULE 1

Incorporated Plan which forms Part of Amendment L51

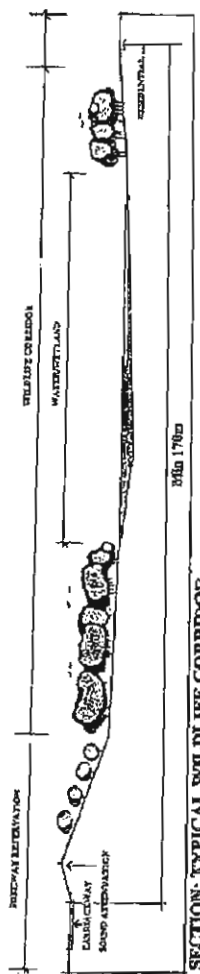
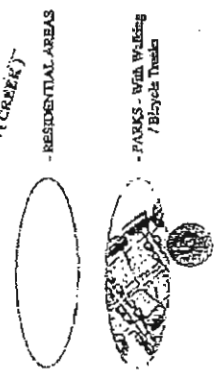
(Clause 1.1)

OUTER BOUNDARY OF RESIDENTIAL SUBDIVISION SHALL BE NO CLOSER TO THE ZONE BOUNDARY THAN 200 METRES EXCEPT AFTER FURTHER JUSTIFICATION VIA A DISABLED ENGINEERING STUDY.

KINGSTON LODGE
CONCEPT PLAN
 Figure: 1
 Date: 2/12/1997



DEVELOPABLE AREA 65 Ha.
 MAXIMUM LOT YIELD 700



SCHEDULE 2

Plan of Subdivision PS 433128H

(Clause 1.1)

PLAN OF SUBDIVISION

Stage No. _____

LTO use only
EDITION

Plan Number
PS 483128H

Location of Land

Parish: Mordialloc
 Township: _____
 Section: 25
 Crown Allotment: 1, 2, 3 and 4 (Parts)
 Section: 21
 Crown Allotment: 2 (Part) and 3
 LTO Base Record:
 Title Reference: Vol.8959 Fol.774,
 Vol.8427 Fols.831 to 838 (inclusive)
 and Vol.10198 Fol.059
 Last Plan Reference: Lots 1 to 4 T.P.3817U,
 Lots 1 to 8 L.P.60477 and
 Lot 1 P.S.3300090
 Postal Address: Governor Road and Springvale Road,
 Braeside, 3195
 (at time of subdivision)
 MGA Co-ordinates: E 335 700 Zone: 55
 Approx centre of land
 in plan N 5 790 700

Council Certificate and Endorsement

Council Name: City of Kingston Rel: _____

- This plan is certified under section 6 of the Subdivision Act 1988
- This plan is certified under section 11(7) of the Subdivision Act 1988
 Date of original certification under section 6 / / 19
- This is a statement of compliance issued under section 21 of the Subdivision Act 1988
OPEN SPACE
 (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made
 (ii) The requirement has been satisfied
 (iii) The requirement is to be satisfied in Stage _____
 Council Delegate
 Council Seal
 Date / / 19
 Re-certified under section 11(7) of the Subdivision Act 1988
 Council Delegate
 Council Seal
 Date / / 19

Vesting of Roads and/or Reserves

Identifier	Council/Body/Person
Nil	Nil

Notations

Staging This is not a staged subdivision
 Planning Permit No _____
 Depth Limitation Does not apply

Survey This plan is ~~not~~ based on survey
 This survey has been connected to permanent marks no(s)
 in Proclaimed Survey Area No NA

Easement Information

Legend A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
1	_____	See Diagram	C/E E927192	SEC
2	_____	See Diagram	C/E F50176 C/E E989452	_____
3	Carriageway	See Diagram	Inst. E964736	C/T Vol 10198 Fol 059

LTO use only

Statement of Compliance/
 Exemption Statement

Received
 Date / / 19

LTO use only

PLAN REGISTERED

TIME
 DATE / / 19

Assistant Registrar of Titles

SHEET 1 OF 7 SHEETS

WATSONS PTY. LTD.
 CIVIL ENGINEERS
 LICENSED SURVEYORS
 TOWN PLANNERS

5 WARR ST. MORNINGTON PH (03) 5973 4644
 SUITE 17 431 ST. KILDA RD. MELBOURNE PH (03) 9820 8144
 SUITE E PLAZA ARCADE 140 GRAHAM ST. WORTHAMPTON PH (03) 5672 2722

LICENSED SURVEYOR (PRINT) TIMOTHY ROSS PUMPA

SIGNATURE _____ DATE 9/11/1999

REF 33920 VERSION 2

DATE / / 19

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION

Stage No

Plan Number

PS 433128H

GOVERNOR

ROAD



ARIG ZONE 55

B (2 Parts)
10.50ha (This Part)
13.18ha (Total)

C (12 Parts)
1.059ha (This Part)
12.30ha (Total)

A (5 Parts)
9.732 ha (This Part)
59.92ha (Total)

C (12 Parts)
8845 m² (This Part)
12.30ha (Total)

A (5 Parts)
17.39ha (This Part)
59.92ha (Total)

A (5 Parts)
1.330ha (This Part)
59.92ha (Total)

B (2 Parts)
2.678ha (This Part)
13.18ha (Total)

C (12 Parts)
1.792ha (This Part)
12.30ha (Total)

A (5 Parts)

SEE SHEETS 3 & 6

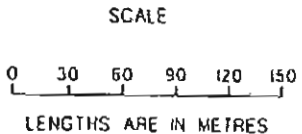
SEE SHEETS 3 & 4



WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS

5 MARK ST. MORNINGTON PH.(03) 5975 4844
SUITE 17 431 ST. KILDA RD. MELBOURNE PH.(03) 9820 8144
SUITE E ARCADE PLAZA 140 GRAHAM ST. WORTHAGH PH.(03) 5672 2222

ORIGINAL
SCALE SHEET
SIZE
1:3000 A3



LICENSED SURVEYOR (PRINT) TIMOTHY ROSS PUMPA
SIGNATURE _____ DATE 9/11/1999
REF J3920 VERSION 2

SHEET 2 OF 7 SHEETS

DATE / /19
COUNCIL DELEGATE SIGNATURE

Plan Number

PS 433128H

Stage No

PLAN OF SUBDIVISION

ROAD

GOVERNOR

97° 35' 30" 1273.4

870.4



C (12 Paris)
1059ha (This Part)
12.30ha (Total)

A (5 Paris)

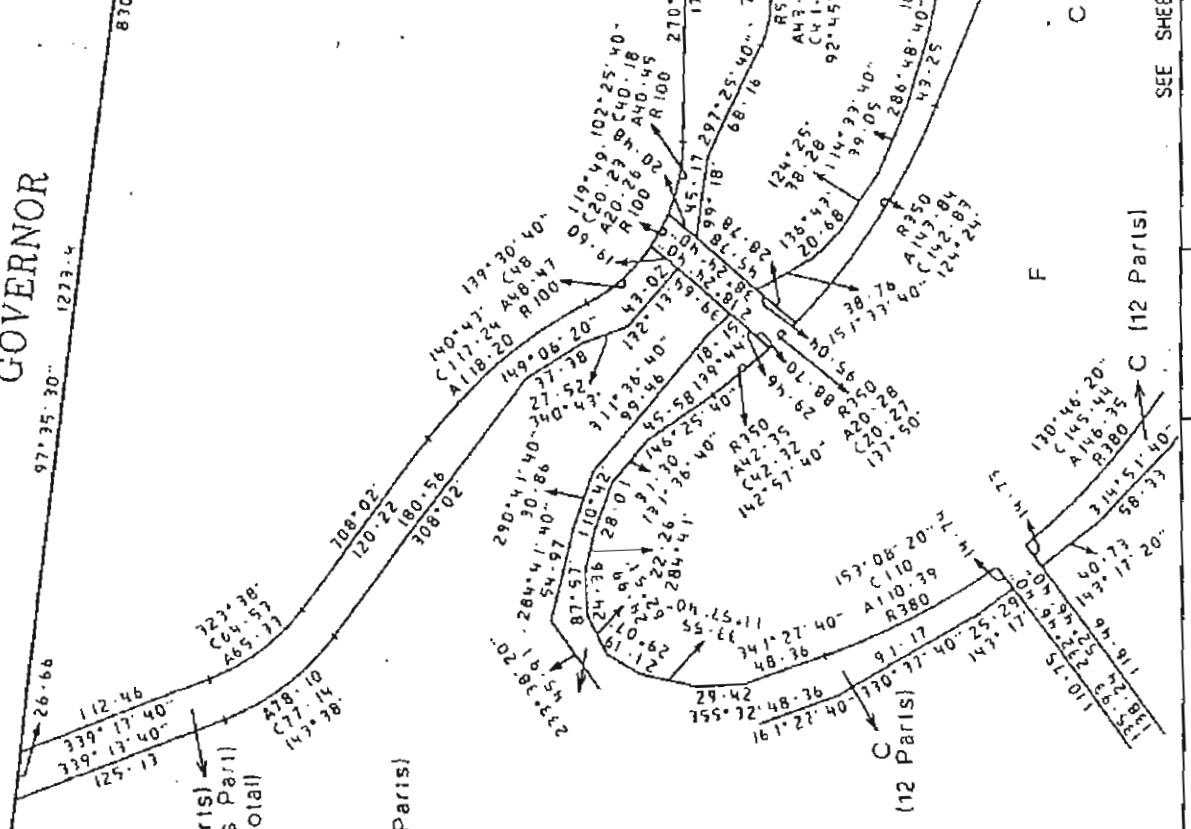
D
41.71 ha

C (12 Paris)
2718ha (This Part)
12.30ha (Total)

A (5 Paris)

F
C (12 Paris)

C (12 Paris)



AVG ZONE 55

WATSONS PTY. LTD.

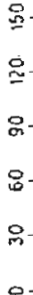
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS

5 MARSH ST MORNINGTON Ph (03) 5975 4644
SUITE 17 431 ST ALIDA RD WELLSBURY Ph (03) 9220 8142
SUITE 1 ARCADE PLAZA 140 GRAHAM ST WORTHINGTON Ph (03) 5672 7722

ORIGINAL

SCALE SHEET
1:3000 A3

SCALE



LENGTHS ARE IN METRES

SEE SHEETS 4 & 5

LICENSED SURVEYOR IPRINTI TIMOTHY ROSS PUMPA

SIGNATURE

REF 33920

DATE 9/11/1999

VERSION 2

COUNCIL DELEGATE SIGNATURE

DATE / /19

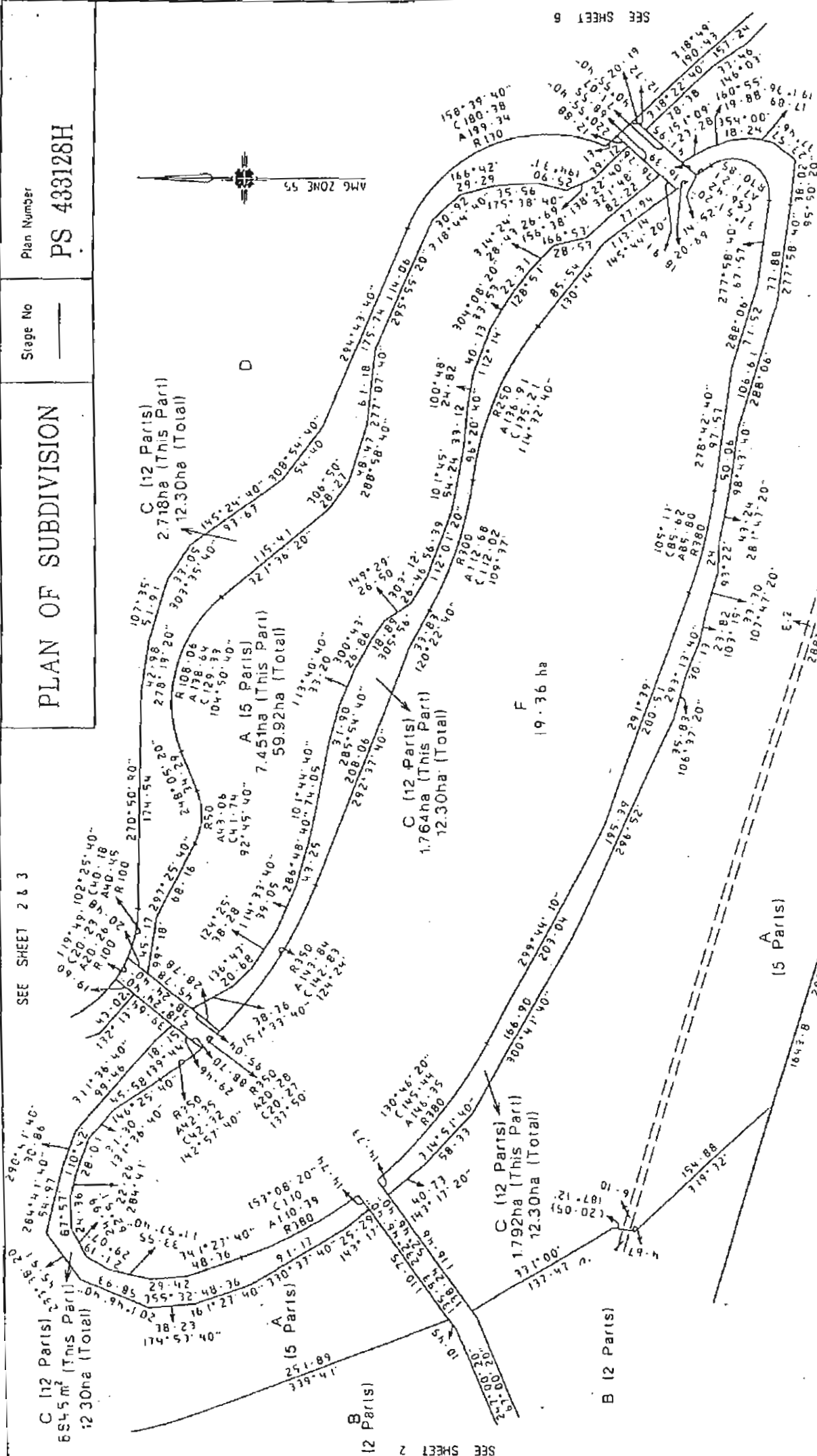


Plan Number
PS 488128H

Stage No
—

PLAN OF SUBDIVISION

SEE SHEET 2 & 3



SEE SHEET 6

SEE SHEET 5

SHEET 4 OF 7 SHEETS

LICENSED SURVEYOR (PRINT) **TIMOTHY ROSS PUMPA**
SIGNATURE
DATE **9/11/1999**
VERSION **2**
REF **33970**
COUNCIL DELEGATE SIGNATURE
ORIGINAL SHEET SIZE **A3**

SCALE
1 3000
A3
ORIGINAL SHEET SIZE

SCALE
0 30 60 90 120 150
LENGTHS ARE IN METRES

WATSONS PTY. LTD.
CIVIL ENGINEERS
LICENSED SURVEYORS
TOWN PLANNERS
5 WARD ST MORNINGTON PH 031 5975 4844
SUITE 17 431 ST KILDA RD WILLOWBANK PH 031 9826 8144
SUITE 1 ARCADE PLAZA MAC CORMACK ST. MONTAGGIO PH 031 5477 2122



SEE SHEET 2

SEE SHEETS 3 & 4

PLAN OF SUBDIVISION

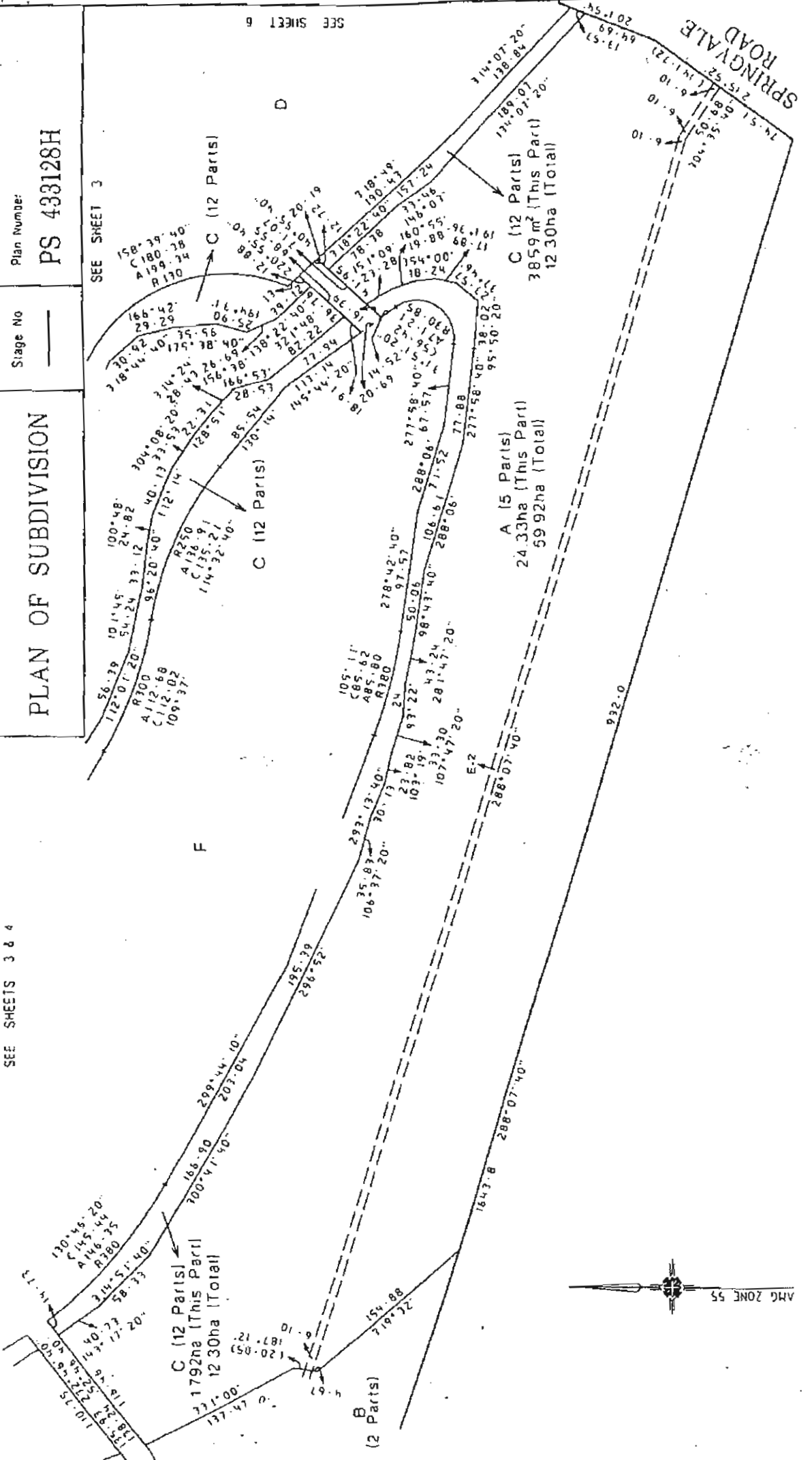
Plan Number:

PS 433128H

Stage No

SEE SHEET 3

SEE SHEET 6



SHEET 5 OF 7 SHEETS

DATE / /19

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A2

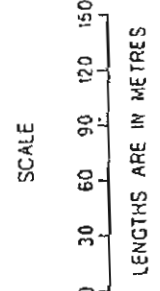
LICENSED SURVEYOR (PRINT) TIMOTHY ROSS PUMPA

SIGNATURE

DATE 9/11/1999

VERSION 2

REF 33920



ORIGINAL SHEET SIZE A3

SCALE 1:3000

WATSONS PTY. LTD.

CIVIL ENGINEERS

LICENSED SURVEYORS

TOWN PLANNERS

5 WYNN ST MORNINGTON PH:031 3973 9644

SUITE 17 431ST. KILORA RD. MELBOURNE PH:031 9820 8144

STATE C. 400-001 PLAZA 140 GRAHAM ST. WORTHING PH:031 3672 2722



PLAN OF SUBDIVISION

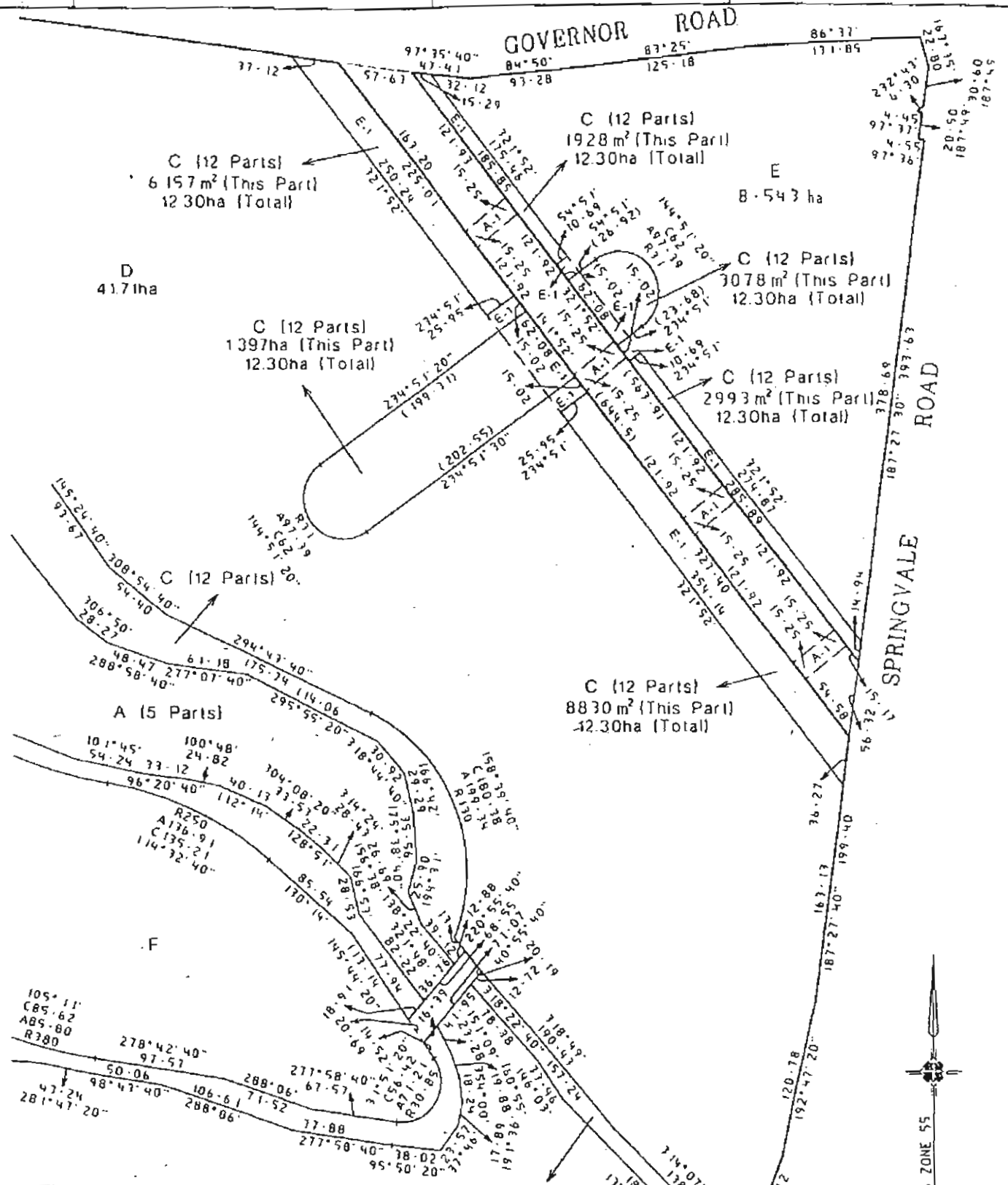
Stage No

Plan Number

PS 433128H

SEE SHEET 3 & 7

SEE SHEET 4 & 5

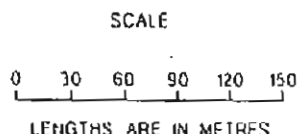


WATSONS PTY. LTD.
 CIVIL ENGINEERS
 LICENSED SURVEYORS
 TOWN PLANNERS

5 WAH ST. MORNINGTON PH (03) 5975 4644
 SUITE 17 431 ST KEDA RD MELBOURNE PH (03) 9820 8164
 SUITE E ARCADE PLAZA 110 GRANHAM ST. MORNINGTON PH (03) 5672 2722

SEE SHEET 5

ORIGINAL
 SCALE SHEET
 SIZE
 1:3000 A3



LICENSED SURVEYOR (PRINT) TIMOTHY ROSS PUMPA
 SIGNATURE DATE 9/11/1999
 REF 33920 VERSION 2

SHEET 6 OF 7 SHEETS
 DATE / /19
 COUNCIL DELEGATE SIGNATURE

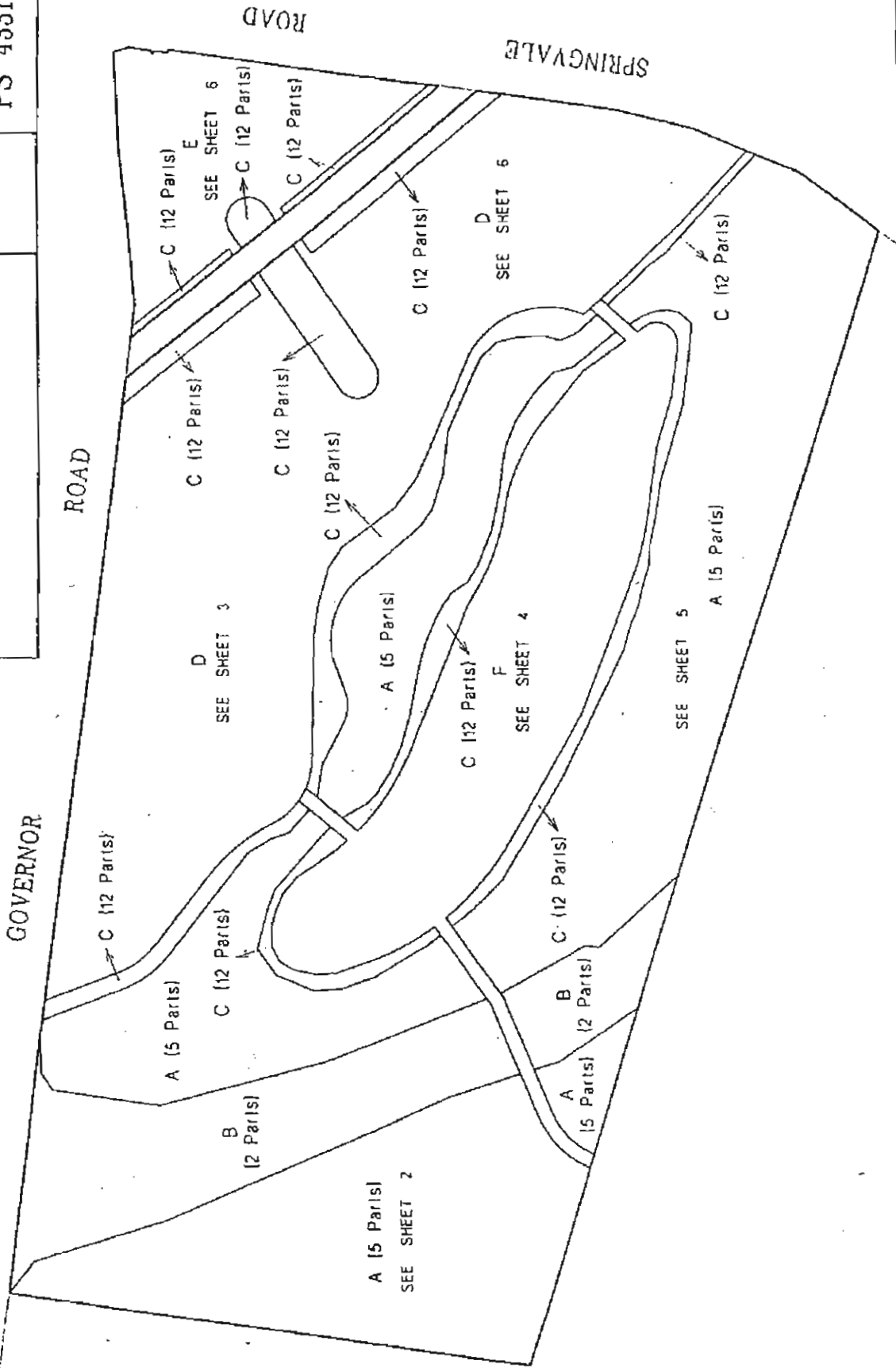
PLAN OF SUBDIVISION

Plan Number

PS 433128H

Stage No

—



SHEET 1 OF 7 SHEETS

LICENSED SURVEYOR (PRINT) TIMOTHY ROSS PUMPA
 SIGNATURE
 DATE 9/11/1999
 VERSION 2
 SEE 31920
 COUNCIL DELEGATE SIGNATURE

SCALE
 60 120 180 240 300
 LENGTHS ARE IN METRES

ORIGINAL SCALE SHEET SIZE
 1 6000 A3

WATSONS PTY. LTD.
 CIVIL ENGINEERS
 LICENSED SURVEYORS
 TOWN PLANNERS
 5 MARK ST WARRINGTON, PH (03) 5875 4844
 SUITE 17, 131 ST ALBANS RD WELBURNE, PH (03) 9225 8144
 SUITE 1, WRECKON PLAZA 110 DRAWHAY ST, WORTHAMCO, PH (03) 5672 2722



SCHEDULE 3

Mordialloc Creek Cell

(Clause 1.1)

SCHEDULE 4

Plans and Specifications of Works to be performed in accordance with the Incorporated Plan ('Public Land Works')

(Clause 2.1)

SCHEDULE 7

**Form of Document to be Executed by the Responsible Authority and Lodged with the Land
Titles Office**

(Clause 14.5(c))

SCHEDULE 2

PLANNING AND ENVIRONMENT REGULATIONS 1988

VICTORIA

**NOTIFICATION BY A RESPONSIBLE
AUTHORITY** under Section 183 Planning
and Environment Act 1987 of
CANCELLATION OF AN AGREEMENT
under Section 173 of the Act.

The Responsible Authority requires that the Memorandum of Agreement entered for the land referred to be cancelled.

LAND:

ADDRESS OF THE LAND:

RESPONSIBLE AUTHORITY:

AGREEMENT APPLICATION NO:

.....
Signature for the Responsible Authority

.....
Name of Officer

.....
Date