

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

VOLUME 11394 FOLIO 439

Security no : 124118941569P
Produced 11/10/2024 08:07 AM

LAND DESCRIPTION

Lot 30 on Plan of Subdivision 646815Y.
PARENT TITLE Volume 11394 Folio 031
Created by instrument PS646815Y 11/12/2012

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT as to part K768821 22/02/1984

COVENANT PS646815Y 11/12/2012

CAVEAT as to part AN593842C 24/02/2017

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987
AN989127W 29/06/2017

AGREEMENT Section 173 Planning and Environment Act 1987
AX193494S 28/08/2023

DIAGRAM LOCATION

SEE PS646815Y FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 32 CROMPTON WAY DANDENONG SOUTH VIC 3175

DOCUMENT END

Delivered from the LANDATA® System by Landchecker Pty Ltd

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Instrument
Document Identification	K768821
Number of Pages (excluding this cover sheet)	6
Document Assembled	11/10/2024 08:07

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

K768821

REGD

K768821 C

GAS AND FUEL CORPORATION OF VICTORIA

M/A
CREATION OF EASEMENT28 MAR 1984
CONVERTED

ET65-7-1

No.

TIME 1017
R/K062534 22/02/84 : 01 CD4004
**MADE AVAILABLE
TO ISSUE TO**

THE DANDENONG SEWERAGE AUTHORITY

(hereinafter called "the Grantor") being registered as the proprietor of an estate in fee simple in the land secondly hereinafter described subject to the encumbrances notified hereunder in consideration of the sum of Nine thousand two hundred and seventy five dollars (\$9275)

paid to me DO HEREBY TRANSFER and GRANT unto GAS AND FUEL CORPORATION OF VICTORIA of 171 Flinders Street Melbourne and its successors and transferees in fee simple the registered proprietor or proprietors for the time being of ALL THAT piece of land being the whole of the land described in Certificate of Title Volume 5219 Folio 723 (hereinafter called "the Grantee") at all times hereafter the full and free liberty and right, as appurtenant to the lands comprised in the said Certificate of Title (which land is hereinafter referred to as the "dominant tenement"), on over under and through ALL THAT piece of land delineated and coloured red on the plan marked "A" annexed hereto (hereinafter referred to as the "servient tenement") being part of Crown Allotment 5 Parish of Eumemmerring being part of the land described in Certificate of Title Volume 8142 Folio 837



DK768821-1-5

to lay down, construct, change the size and number of, operate, maintain, inspect, patrol (including aerial patrol), alter, remove, replace, reconstruct and/or repair one or more pipelines designed to convey or conveying liquid or gaseous hydrocarbons, natural and artificial gas and any products or by-products thereof and any other substance which may be transported by pipeline together with all the works of the Grantee useful in connection with or incidental to its undertaking including but without limiting the generality of the foregoing all such communication and power systems (including pole lines), drips, valves, valve chambers, manholes, inspection pits, fittings, meters, connections and all other equipment and appurtenances whether or not similar to the foregoing as may be useful or convenient in connection therewith or incidental thereto (hereinafter called "the Grantee's appliances") and together with the right for the Grantee and its surveyors, engineers, servants, agents, licensees, contractors, sub-contractors and others authorised by them (hereinafter called "the Grantee's associates")

(1) to enter upon and remain pass and repass on and over the servient tenement for all or any of the purposes aforesaid and with or without vehicles, plant and equipment of any description;

(2) to clear the servient tenement and remove any obstructions therefrom and cut and remove timber, trees, undergrowth, crops and fences and construct and maintain gates in boundary fences abutting and in other fences crossing the servient tenement and the other adjacent land of the Grantor as the Grantee shall consider necessary or desirable.

And the Grantor for himself his heirs executors administrators and assigns registered proprietor or proprietors of the servient tenement and every part thereof Hereby Covenants with the Grantee to the extent that the burden of this covenant may run with and bind the servient tenement and every part thereof and that the benefit thereof may be annexed to and run with the dominant tenement that the Grantor shall not without the prior written consent of the Grantee cultivate dig or excavate or permit to be cultivated dug or excavated any part of the surface of the servient tenement to a depth greater than one foot or plant or permit to be planted any trees or shrubs on the servient tenement or excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the servient tenement or any part thereof any pit, well, foundation, pavement or other structure or installation or use or permit to be used on or under the servient tenement or any part thereof explosives of any type nor shall the Grantor alter or disturb or permit to be altered or disturbed (other than by the processes of nature) the present grades and contours of the servient tenement but otherwise the Grantor shall have the right fully to use and enjoy the servient tenement subject always to and so as not to interfere with the rights and privileges hereby granted and conferred upon the Grantee.

The Grantor and the Grantee hereby mutually covenant and agree one with the other of them as follows:—

- (a) The consideration hereinbefore mentioned is acknowledged by the Grantor to be in full satisfaction of all moneys payable for the granting of this easement in favour of the Grantee.
- (b) In the exercise of the rights hereby granted the Grantee shall do as little damage as possible and the Grantee shall if so required within two years from the exercise of such rights compensate the Grantor for damage done to the Grantor's crops, timber, pasture lands, livestock, improvements and other property on the servient tenement or any land of the Grantor adjacent thereto by reason of the exercise of the rights hereinbefore granted. In the event of any difference arising between the Grantor and the Grantee as to the amount of such compensation the same shall be determined in the manner provided in the Lands Compensation Act 1958. Any compensation paid by the Grantee to the Grantor shall include compensation for damage done to the crops, timber, pasture lands, live stock, improvements and other property on the servient tenement or any land of the Grantor adjacent thereto in which any tenant, sharefarmer or other person has any interest and the Grantor agrees to indemnify the Grantee against any claim by any such tenant, sharefarmer or other person for any damage done by the Grantee in the performance of its rights under this easement.
- (c) The Grantee shall as soon as weather and soil conditions permit and subject to the restrictions hereinbefore contained and insofar as it is practicable so to do bury to a minimum depth of thirty inches below the level of the immediately surrounding land and maintain all pipelines so as not to interfere unreasonably with the use of the servient tenement and restore the surface of the servient tenement to its condition prior to the exercise of the rights granted herein.

- (d) Notwithstanding any rule of law or equity the pipes (which term shall include all pipelines and the Grantee's appliances) brought onto laid or erected upon or buried in or under the servient tenement by the Grantee shall at all times remain the property of the Grantee and its successors and assigns notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Grantee and its successors and assigns.
- (e) Unless otherwise agreed by the Grantor and the Grantee upon the discontinuance of the use of the servient tenement by the Grantee the Grantee may at its option leave the pipe or any part thereof and the Grantee's appliances in the ground but if the Grantee damages the property of the Grantor during the removal of the pipe or appliances then the Grantee will compensate the Grantor upon the terms and in the manner contained in Clause (b) hereof.
- (f) The Grantee performing and observing the covenants and conditions on its part to be observed and performed shall and may peaceably hold and enjoy the rights, liberties, privileges and easement hereby granted without hindrance, molestation or interference on the part of the Grantor or of any person firm or corporation claiming by through under or in trust for the Grantor.
- (g) All notices to be given hereunder may be given by prepaid registered or certified letter addressed to the Grantor by being forwarded to the registered proprietor for the time being at his latest address shown in the Register Book and to the Grantee at 171 Flinders Street Melbourne or such other address as the Grantor and Grantee may respectively from time to time designate in writing and any such notice shall be deemed to have been given to and received by the addressee on the third day following that on which the same is posted. All notices to be given by the Grantee hereunder may be signed on behalf of the Grantee by its Secretary or Substitute Secretary for the time being.
- (h) Neither this instrument nor anything herein contained shall affect restrict limit or detract from or prejudice the rights power authority or immunity of the Grantee or the Grantee's associates under the Pipelines Act 1967 or any subsequent amendments thereto or under any consent granted pursuant to Section 9 (2) of the said Act or under any permit granted pursuant to Section 12 of the said Act or any written permission given pursuant to Section 22 (1) of the said Act or any other rights of the Grantee under the said Act or under the Gas and Fuel Corporation Act 1958 or any subsequent amendments thereto as the case may be.
- (i) The Grantor will execute every such deed, instrument or assurance and do every such thing for further or more effectively securing the rights and interests of the Grantee to or in the servient tenement or any part or parts thereof pursuant to these presents as shall by the Grantee be reasonably required.
- (j) Wherever the singular or masculine is used it shall be construed as if the plural feminine or neuter, as the case may be had been used where the context or the party or parties hereto so require and the rest of the sentence shall be construed as if the grammatical and other changes thereby rendered necessary had been made and where more than one Grantor is a party hereto the covenants herein contained shall extend to and bind such Grantors jointly and each of them severally.
- (k) Nothing herein contained shall be deemed or construed to authorise or permit the construction operation or use of a pipeline outside the terms and conditions of any permit or licence issued pursuant to the Pipelines Act 1967.
- (l) The Grantee will at all times hereafter keep indemnified the Grantor from and against all damage, injury or nuisance which may be caused or occasioned by the escape of liquid or gaseous hydrocarbons, natural and artificial gas and any products or by-products thereof and any other substance from the Grantee's pipeline or pipelines and appliances on to or over the servient tenement if such damage arises from any failure of the Grantee to construct maintain and operate such installations in a proper and safe manner and design having regard to present day knowledge.

DATED this 20th day of November One thousand nine hundred and 83

SIGNED by the said

in the presence of

THE COMMON SEAL of DANDENONG SEWERAGE

AUTHORITY was hereunto affixed in

the presence of

[Signature] Chairman
[Signature] Member
[Signature] Secretary



THE COMMON SEAL of GAS AND FUEL CORPORATION OF VICTORIA was hereunto affixed by the authority of the Board of Directors and attested by:

Director

Director

Sub

Secretary

[Signature]
[Signature]
[Signature]



750 TRANSMISSION PIPELINE DUPLICATION DANDENONG CITY GATE - PRINCES HWY.

Easement required for

Owner DANDENONG SEWERAGE AUTHORITY

Address 205 THOMAS STREET DANDENONG

CROWN ALLOT. 5 & PART OF CROWN ALLOTS. 1,2 & 6 PORTION 24

Parish of EUMEMMERRING

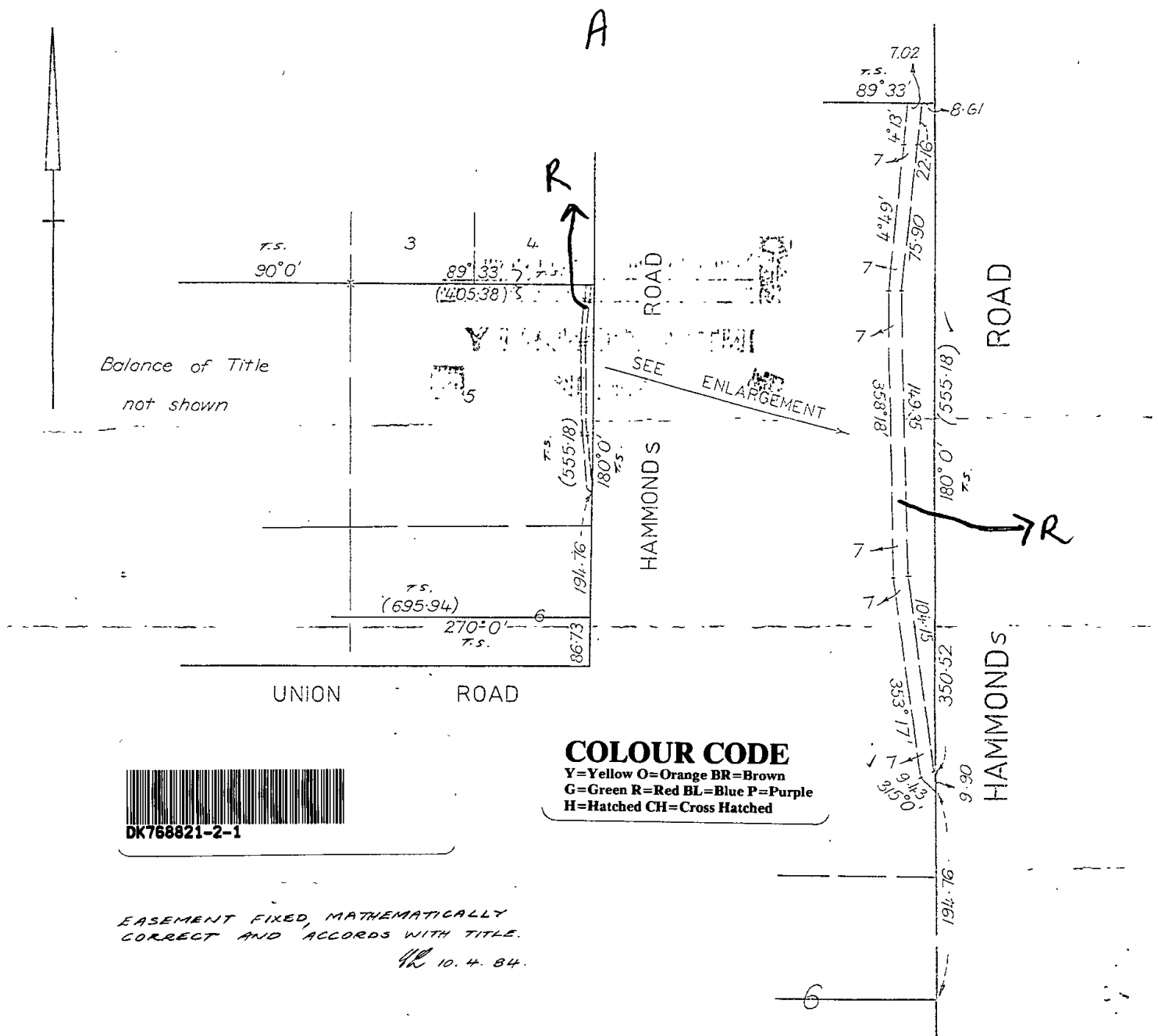
County of MORNINGTON

Area 2505 m²

Certificate Vol 8142

Fol - 837

Scale 1:8000



DK768821-2-1

Measurements are in Metres
Draftsman B.P. Sep '79
Checked R. Nobelius
Chief Draftsman [Signature]
Chief Engineer [Signature]
Date 2.10.79

ENLARGEMENT SCALE: 1:2500

I certify that this plan made by me, agrees with title, is mathematically correct, and the easement being created has been reasonably located in accordance with title position.

[Signature] Peter Nilsson Licensed Surveyor
Date 26.9.79

SURVEY
REFERENCE
NUMBER

265



Natural Resources and Environment
AGRICULTURE • RESOURCES • CONSERVATION • LAND MANAGEMENT

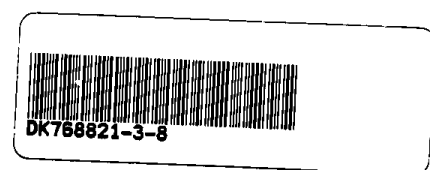
INTENTIONALLY

BLANK

ENCUMBRANCES REFERRED TO:
ANY EASEMENTS AFFECTING THE SAME

....., being registered as the proprietor of
Instrument of Mortgage Registered Number over the land described in the foregoing Creation of
Easement as the servient tenement HEREBY CONSENTS to the said Creation of Easement and to such easement taking priority to the
said Instrument of Mortgage and to an endorsement to that effect being placed on the said Mortgage.

DATED the day of One thousand nine hundred and



REGISTRAR OF TITLES

Here register the Creation and return
Certificate of Title Volume 8142 Folio 833 to
NACPARSON DOBINSON TOWNHOCK & CO.

[Signature]

A memorandum of the within instrument
has been entered in the Register Book.



CREATION OF EASEMENT

GAS AND FUEL CORPORATION
OF VICTORIA

WITH

GAS AND FUEL CORPORATION
OF VICTORIA
171 FLINDERS STREET
MELBOURNE, 3000

DATED

19

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Instrument
Document Identification	AN593842C
Number of Pages (excluding this cover sheet)	2
Document Assembled	11/10/2024 08:07

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

Caveat

Section 89 Transfer of Land Act

The information from this form is
statutory authority and is use
publicly s

AN593842C

24/02/2017 \$46.30 89



1. Land/s

Land Title

Volume 11394 Folio 439

Description **PART**
THE LAND MARKED L-1 ON THE
PLAN IN THE ANNEXURE PAGE

2. Caveator/s

Caveator

Name UNITED ENERGY DISTRIBUTION
PTY LTD

ABN 7 0 0 6 4 6 5 1 0 2 9

3. Grounds of Claim

LEASE WITH THE FOLLOWING PARTIES AND
DATE.

Parties

A.C.N. 142 076 533

Date of Claim

Date: (DD/MM/YYYY) 12/12/2016

4. Estate of Interest claimed

LEASEHOLD ESTATE

5. Prohibition

UNLESS AN INSTRUMENT IS EXPRESSED TO BE
SUBJECT TO MY/OUR CLAIM

6. Address for Service of Notice

Lawyer/Conveyancer/Firm Name

O'DONNELL SALZANO LAWYERS

Address

Property Name

Unit Type

Unit Number To Unit Number

Floor Type LEVEL

Floor Number 4 Floor Suffix

Unit Street No 11-19

Street Name BANK

Street Type PLACE

Locality MELBOURNE

State VIC Postcode 3000

7. Signing

The caveator claims the estate or interest specified in
the land described on the grounds set out. This caveat
forbids the registration of any instrument affecting the
estate or interest to the extent specified.

Signed by O'DONNELL SALZANO LAWYERS the
Australian Legal Practitioner (within the meaning of the
Legal Profession Uniform Law (Victoria)) for Caveator:

JEREMY PAUL SALZANO
O'Donnell Salzano Lawyers Pty Ltd
4/11-19 Bank Place, Melbourne 3000
An Australian Legal Practitioner
within the meaning of the Legal
Profession Uniform Law (Victoria)

8. Date

Date: (DD/MM/YYYY) 24/02/2017

9. Lodging Party

Customer Code 0145V

Reference JPS/JMS/1700073

Annexure Page

Transfer of Land Act 1958

AN593842C

24/02/2017 \$46.30 89



This is page 2 of 2 dated 24/02/2017 between United Energy Distribution Pty Ltd and

Signatures of the Parties

Panel heading

		OFFICE USE ONLY	
		NOTATIONS	
		<p>L-1 REQUIRED FOR KIOSK TYPE SUBSTATION</p>	
		<p>THE SERVIENT TITLE VOL 11394 POL 439 IS SHOWN ENCLOSED BY CONTINUOUS THICK LINES</p> <p>LAST PLAN REF: PS 646815Y</p>	
<p>PLAN FOR CREATION OF LEASE</p>		<p>COUNTY OF MORNINGTON PARISH OF EUMEMMERRING SECTION 24 CROWN ALLOTMENT PARTS OF 1, 2, 5 & 6</p>	
<p>MGA REF. 94 MELWAY REF. 90 B12 WBS ELEMENT - NETWORK No. - FIELD BOOK - SURVEY NUMBER 17BAL002</p>		<p>DRAWN I.S. 20/01/17 CHECKED C.D. 23/01/17 RECOMMENDED D. JONES 30/01/17 APPROVED</p>	
<p>United Energy Distribution ACN 064 651 029</p> <p>SUBSTATION: CROMPTON N32 MARCONI SUB NUMBER: 2506-4680-00</p> <p>LEASE FOR SUBSTATION SITE 32 CROMPTON WAY DANDENONG SOUTH</p>		<p>SCALE 10 0 10 20 30 40 LENGTHS ARE IN METRES</p> <p>ORIGINAL SCALE SHEET SIZE 1:1000 A3</p> <p>OFFICE USE ONLY VICTORIA</p>	
<p>DRG. No. UE2/06-4680</p>			

30800812A

A1

1. If there is insufficient space to accommodate the required information in a panel of the attached form insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading.
2. The approved Annexure Pages must be properly identified and signed by the parties to the attached form to which it is annexed.
3. All pages must be attached together by being stapled in the top left corner.

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

Imaged Document Cover Sheet



The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	PS646815Y
Number of Pages (excluding this cover sheet)	6
Document Assembled	11/10/2024 08:07

Copyright and disclaimer notice:

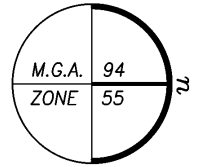
© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

PLAN OF SUBDIVISION		Stage No. <hr/>	LRS use only EDITION 1	Plan Number PS 646815Y															
<p>Location of Land</p> <p>Parish: EUMEMMERRING</p> <p>Township: --</p> <p>Section: 24</p> <p>Crown Allotment: PARTS OF 1, 2, 5 & 6</p> <p>Crown Portion: --</p> <p>Title Reference: VOL 11394 FOL 031</p> <p>Last Plan Reference: LOT B ON PS 646754S</p> <p>Postal Address: LOGIS BOULEVARD, (at time of subdivision) DANDENONG SOUTH, 3175</p> <p>MGA Co-ordinates E 342 460 Zone: 55 (of approx. centre of land in plan) N 5 792 110</p>		<p>Council Certification and Endorsement</p> <p>Council Name: CITY OF GREATER DANDENONG Ref:</p> <p>1. This plan is certified under section 6 of the Subdivision Act 1988.</p> <p>2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / /</p> <p>3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.</p> <p>OPEN SPACE</p> <p>(i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made.</p> <p>(ii) The requirement has been satisfied.</p> <p>(iii) The requirement is to be satisfied in Stage.....</p> <p>Council Delegate Council Seal Date / /</p> <p>Re-certified under section 11(7) of the Subdivision Act 1988</p> <p>Council Delegate Council Seal Date / /</p>																	
<p>Vesting of Roads and/or Reserves</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 15%;">Identifier</th> <th>Council/Body/Person</th> </tr> <tr> <td>ROAD R1</td> <td>CITY OF GREATER DANDENONG</td> </tr> <tr> <td>RESERVE No.1</td> <td>UNITED ENERGY DISTRIBUTION PTY LTD</td> </tr> <tr> <td>RESERVE No.2</td> <td>UNITED ENERGY DISTRIBUTION PTY LTD</td> </tr> <tr> <td>RESERVE No.3</td> <td>UNITED ENERGY DISTRIBUTION PTY LTD</td> </tr> <tr> <td>RESERVE No.4</td> <td>UNITED ENERGY DISTRIBUTION PTY LTD</td> </tr> <tr> <td>RESERVE No.5</td> <td>UNITED ENERGY DISTRIBUTION PTY LTD</td> </tr> </table>		Identifier	Council/Body/Person	ROAD R1	CITY OF GREATER DANDENONG	RESERVE No.1	UNITED ENERGY DISTRIBUTION PTY LTD	RESERVE No.2	UNITED ENERGY DISTRIBUTION PTY LTD	RESERVE No.3	UNITED ENERGY DISTRIBUTION PTY LTD	RESERVE No.4	UNITED ENERGY DISTRIBUTION PTY LTD	RESERVE No.5	UNITED ENERGY DISTRIBUTION PTY LTD	<p style="text-align: center;">Notations</p> <p>Staging This is/is not a staged subdivision Planning Permit No.</p> <p>Depth Limitation DOES NOT APPLY</p> <p>LOTS 1, 1A, 7 to 28 & A TO C (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN</p> <p>AREA OF LAND TO BE SUBDIVIDED IS 3.898ha</p> <p>EASEMENTS E-2, E-3 & E-9 TO E-11 (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN</p> <p>TANGENT POINTS ARE SHOWN THUS: </p> <p>Survey This plan is/is not based on survey</p> <p>This survey has been connected to permanent marks no(s) -</p> <p>In Proclaimed Survey Area No. -</p>			
Identifier	Council/Body/Person																		
ROAD R1	CITY OF GREATER DANDENONG																		
RESERVE No.1	UNITED ENERGY DISTRIBUTION PTY LTD																		
RESERVE No.2	UNITED ENERGY DISTRIBUTION PTY LTD																		
RESERVE No.3	UNITED ENERGY DISTRIBUTION PTY LTD																		
RESERVE No.4	UNITED ENERGY DISTRIBUTION PTY LTD																		
RESERVE No.5	UNITED ENERGY DISTRIBUTION PTY LTD																		
THIS IS A SPEAR PLAN																			
<p>Easement Information</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="3" style="vertical-align: top;"> <p>Legend: E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance</p> </td> <td colspan="2" style="vertical-align: top;"> <p>A - Appurtenant Easement R - Encumbering Easement (Road)</p> </td> </tr> <tr> <th style="width: 10%;">Subject Land</th> <th style="width: 20%;">Purpose</th> <th style="width: 10%;">Width (metres)</th> <th style="width: 10%;">Origin</th> <th style="width: 50%;">Land Benefited/In Favour Of</th> </tr> <tr> <td></td> <td></td> <td style="text-align: center;">SEE</td> <td style="text-align: center;">SHEET 2</td> <td></td> </tr> </table>					<p>Legend: E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance</p>			<p>A - Appurtenant Easement R - Encumbering Easement (Road)</p>		Subject Land	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of			SEE	SHEET 2	
<p>Legend: E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance</p>			<p>A - Appurtenant Easement R - Encumbering Easement (Road)</p>																
Subject Land	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of															
		SEE	SHEET 2																
<p>LOGIS INDUSTRIAL PARK - 3B</p> <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 30%;"> <p>Bosco Jonson Pty Ltd A.B.N 95 282 532 642 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia DX 20524 Emerald Hill Tel 03) 9699 1400 Fax 03) 9699 5992</p>  </div> <div style="width: 60%;"> <p>LICENSED SURVEYOR (PRINT) ROSS NICHOLSON</p> <p>SIGNATURE DATE / /</p> <p>REF 7822033 10/07/12 VERSION Q</p> <p>DWG 782203KQ</p> </div> </div>																			
<p style="text-align: center;">LRS use only</p> <p>Statement of Compliance/ Exemption Statement</p> <p>Received <input checked="" type="checkbox"/></p> <p style="text-align: right;">Date 14 / 11 / 2012</p> <hr/> <p style="text-align: center;">LRS use only</p> <p>PLAN REGISTERED</p> <p>TIME 1.06 PM</p> <p>DATE 11 / 12 / 2012</p> <p style="text-align: right;">..... REN. MARASCO..... Assistant Registrar of Titles</p> <hr/> <p style="text-align: right;">Sheet 1 of 5 sheets</p> <hr/> <p style="text-align: right;">COUNCIL DELEGATE SIGNATURE</p> <p style="text-align: right;">Original sheet size A3</p>																			

	PLAN OF SUBDIVISION	Stage No. <hr style="width: 50px; margin: 0 auto;"/>	Plan Number PS 646815Y
Easement Information			
Legend: E – Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A – Appurtenant Easement R – Encumbering Easement (Road)			
Subject Land	Purpose	Width (Metres)	Origin
E-1	PIPELINE (GAS)	SEE DIAG.	INSTRUMENT No. K768821
E-4	SEWERAGE	SEE DIAG.	PS646754S
E-5	SEWERAGE	SEE DIAG.	THIS PLAN
E-6	SEWERAGE	SEE DIAG.	INSTRUMENT No. 1719064 IN THE REGISTER BOOK
E-6	SEWERAGE	SEE DIAG.	PS646754S
E-7	DRAINAGE	SEE DIAG.	PS646754S
E-8 E-8	PIPELINE (GAS) DRAINAGE	SEE DIAG. SEE DIAG.	INSTRUMENT No. K768821 PS646754S
E-12 E-12 E-12 E-12 E-12 E-12 E-12	WAY DRAINAGE SEWERAGE WATER SUPPLY TELECOMMUNICATIONS (UNDERGROUND) GAS SUPPLY PURPOSES POWERLINE	SEE DIAG. SEE DIAG. SEE DIAG. SEE DIAG. SEE DIAG. SEE DIAG. SEE DIAG.	PS646754S PS646754S PS646754S PS646754S PS646754S PS646754S PS646754S - SEC.88 ELECTRICITY SUPPLY ACT 2008
E-13 E-13 E-13 E-13 E-13 E-13 E-13	SEWERAGE WAY DRAINAGE SEWERAGE WATER SUPPLY TELECOMMUNICATIONS (UNDERGROUND) GAS SUPPLY PURPOSES POWERLINE	10-06 10-06 10-06 10-06 10-06 10-06 10-06	INSTRUMENT No. 1719064 IN THE REGISTER BOOK PS646754S PS646754S PS646754S PS646754S PS646754S PS646754S PS646754S - SEC.88 ELECTRICITY SUPPLY ACT 2000
LOGIS INDUSTRIAL PARK – 3B			
Bosco Jonson Pty Ltd A.B.N 95 282 532 642 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia DX 20524 Emerald Hill Tel 03) 9699 1400 Fax 03) 9699 5992			 <div style="text-align: right;"> LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 7822033 10/07/12 VERSION Q DWG 782203KQ </div>
			Sheet 2 <hr style="border: 0; border-top: 1px dotted black;"/> DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3

Signed by Council: City of Greater Dandenong, Council Ref: PSUB11/0207, Original Certification: 05/03/2012, Recertification: 06/09/2012, S.O.C.: 31/10/2012, Amendments accepted: 06/12/2012

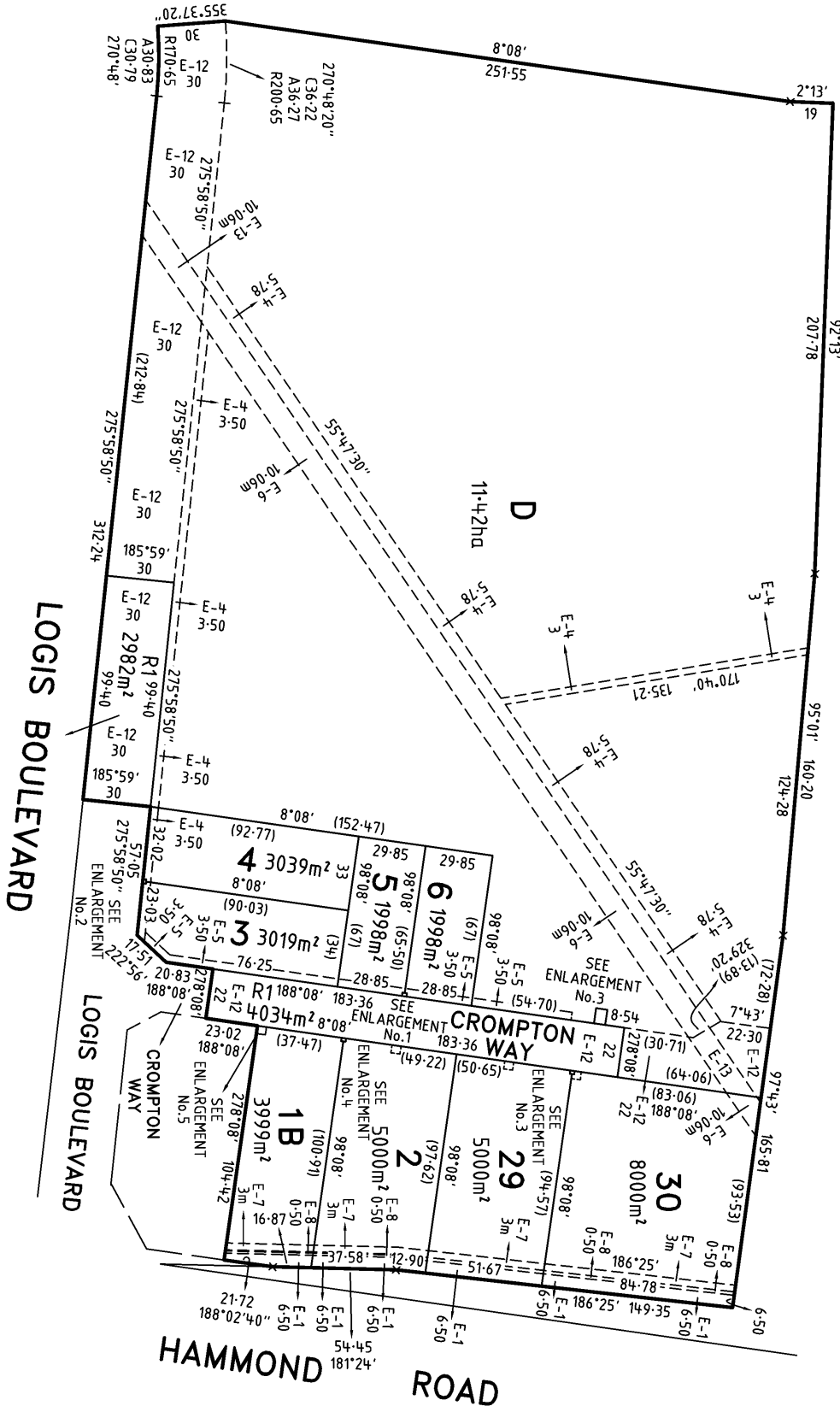


PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 646815Y



LOGIS INDUSTRIAL PARK - 3B

ORIGINAL

SCALE

Bosco Jonson Pty Ltd

A.B.N 96 282 532 642
 P.O. Box 5075, South Melbourne, Vic 3205
 16 Eastern Road South Melbourne
 Vic 3205 Australia DX 20524 Emerald Hill
 Tel (03) 9699 1400 Fax (03) 9699 5992



SCALE

1:2000

SHEET

SIZE

A3

SCALE



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)

ROSS NICHOLSON

SIGNATURE DIGITALLY SIGNED DATE / /

REF 7822033

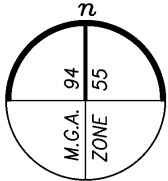
10/07/12 VERSION Q

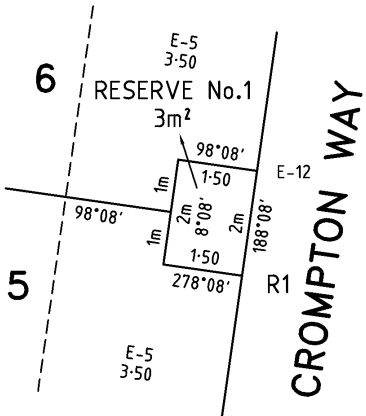
DWG 782203KQ

COUNCIL DELEGATE SIGNATURE

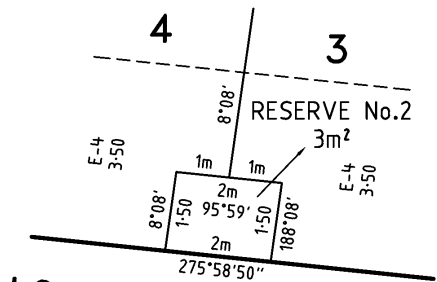
Sheet 3

<h2 style="margin: 0;">PLAN OF SUBDIVISION</h2>	Stage No. <div style="border-bottom: 1px solid black; width: 50px; margin: 0 auto;"></div>	Plan Number <h2 style="margin: 0;">PS 646815Y</h2>
---	---	---

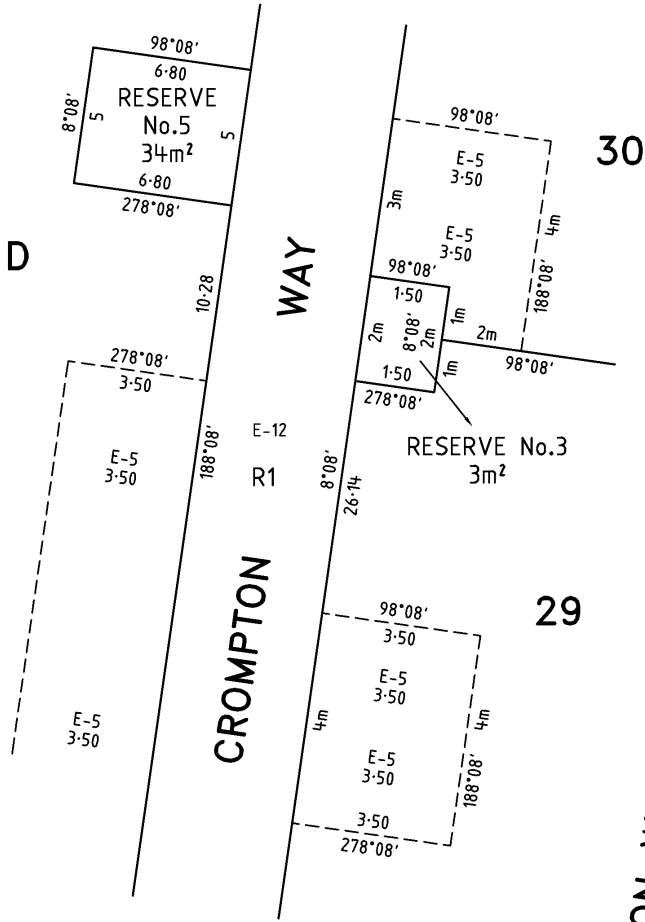




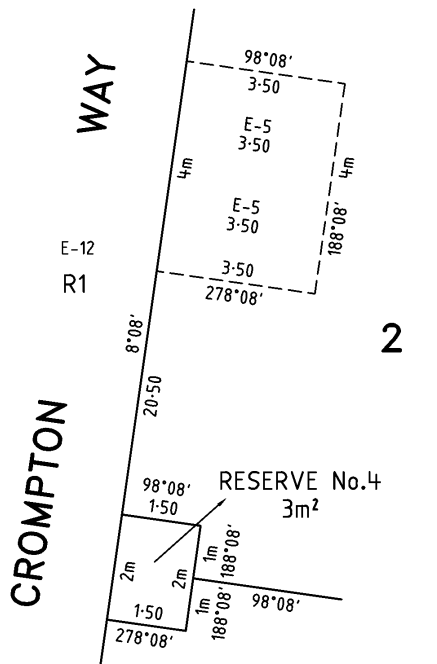
ENLARGEMENT No.1
NOT TO SCALE



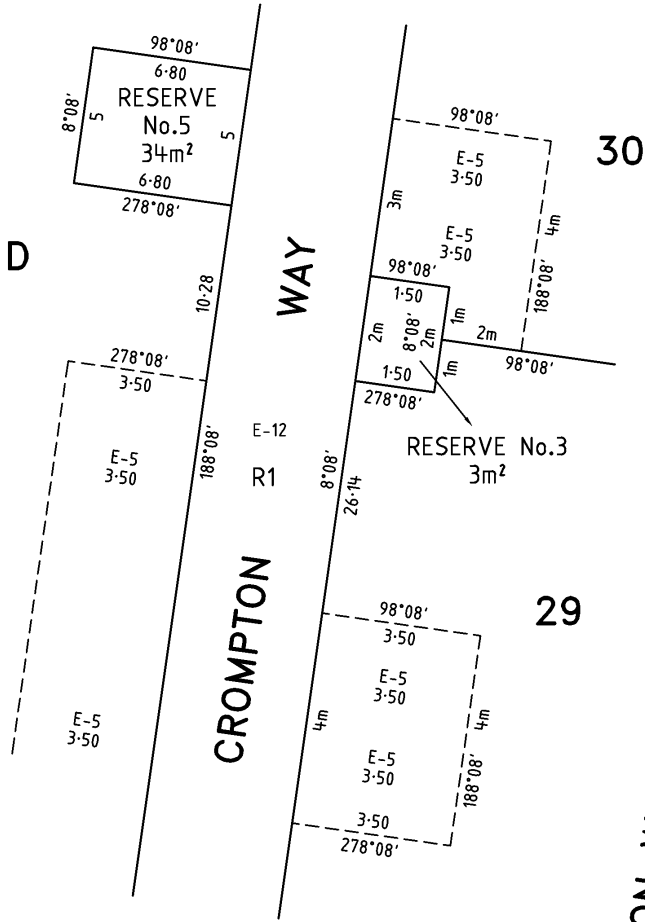
ENLARGEMENT No.2
NOT TO SCALE



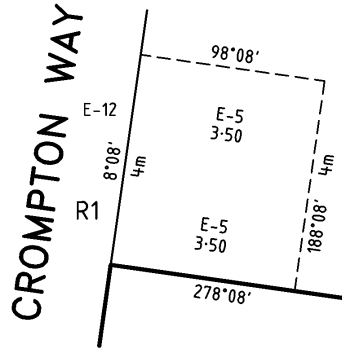
ENLARGEMENT No.3
NOT TO SCALE



ENLARGEMENT No.4
NOT TO SCALE




ENLARGEMENT No.5
NOT TO SCALE


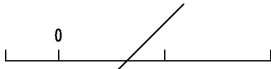


ENLARGEMENT No.6
NOT TO SCALE

LOGIS INDUSTRIAL PARK – 3B

Bosco Jonson Pty Ltd
 A.B.N 95 282 532 642
 P.O. Box 5075, South Melbourne, Vic 3205
 16 Eastern Road South Melbourne
 Vic 3205 Australia DX 20524 Emerald Hill
 Tel 03) 9699 1400 Fax 03) 9699 5992



ORIGINAL	SCALE	LICENSED SURVEYOR (PRINT) ROSS NICHOLSON SIGNATURE DIGITALLY SIGNED DATE / / REF 7822033 10/07/12 VERSION Q DWG 782203KQ	Sheet 4 <hr style="border: 0.5px solid black;"/> DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3
SCALE 	SHEET SIZE A3  <p style="text-align: center;">LENGTHS ARE IN METRES</p>		

	PLAN OF SUBDIVISION	Stage No. <hr style="width: 50px; margin: 0 auto;"/>	Plan Number PS 646815Y
--	----------------------------	---	----------------------------------

CREATION OF RESTRICTIONS

The following restrictions are to be created upon registration of this plan.

Restriction No. 1

Land to Benefit: All lots on this Plan

Land to be Burdened: Lots 1B, 2 to 6, 29 and 30 on this Plan

Description of Restriction: The registered proprietor or proprietors for the time being of any burdened lot on this Plan shall not:

- 1) For a period of ten (10) years from the registration at Land Registry of this Plan PS646815Y erect or permit or allow to be or remain erected on the lot or any part of it any building, structure or improvement other than a building, structure or improvement that has been approved by the VicUrban Design Review Panel and complies with the Dandenong Ecoindustrial Park Design Guidelines Version 4, or subsequent or amended guidelines;
- 2) Use or permit to be used the lot for the conducting of the business or activity of a mechanic or panel beater unless such business is conducted from a building with an area of at least 1,000 square metres, unless otherwise approved in writing to the satisfaction of the Responsible Authority;
- 3) Use or permit to be used the lot for the conducting of the business or activity of a brothel.
- 4) Carry out or permit to be carried out any repairs or other works to any vehicle or other equipment other than within the building erected on the lot.

Restriction No. 2

Land to Benefit: All lots on this Plan


Land to be Burdened: Lots 1B, 2 to 6, 29 and 30 on this Plan


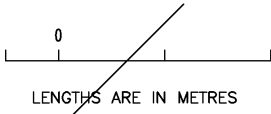
Description of Restriction: The registered proprietor or proprietors for the time being of any burdened lot on this Plan shall not:

- 1) use or access recycled water (supplied by South East Water Limited) on the Lot unless an on-site recycled water storage tank has been installed (if required) on the Lot to the satisfaction of South East Water Limited or its legal successors or assigns; and
- 2) use or access any recycled water on the Lot unless the proprietor and occupier has entered into a recycled water supply agreement with South East Water Limited to the satisfaction of South East Water Limited or its legal successors or assigns.

LOGIS INDUSTRIAL PARK – 3B

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992



ORIGINAL	SCALE		Sheet 5
SCALE 	SHEET SIZE A3	 LENGTHS ARE IN METRES	L I C E N S E D S U R V E Y O R P R I N T R O S S N I C H O L S O N S I G N A T U R E D I G I T A L L Y S I G N E D D A T E / / R E F 7 8 2 2 0 3 3 D W G 7 8 2 2 0 3 K Q 1 0 / 0 7 / 1 2 V E R S I O N Q
			DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3

Plan of Subdivision PS646815Y
Certifying a New Version of an Existing Plan
(Form 11)



SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S018883C

Plan Number: PS646815Y

Responsible Authority Name: City of Greater Dandenong

Responsible Authority Reference Number 1: PSUB11/0207

Surveyor's Plan Version: Q

Certification

This plan is certified under section 11 (7) of the Subdivision Act 1988

Date of original certification under section 6: 05/03/2012

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

Has not been made

Digitally signed by Council Delegate: Sarah Salem

Organisation: City of Greater Dandenong

Date: 06/09/2012



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

Produced 11/10/2024 08:07:48 AM

Status	Registered	Dealing Number	AX193494S
Date and Time Lodged	28/08/2023 09:27:58 AM		

Lodger Details

Lodger Code	18546B
Name	MACPHERSON KELLEY PTY LTD
Address	
Lodger Box	
Phone	
Email	
Reference	317359

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
--------------	----------

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Estate and/or Interest

FEE SIMPLE

Land Title Reference

11394/439

Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	GREATER DANDENONG CITY COUNCIL
Address	
Property Name	MUNICIPAL OFFICE AND LIBRARY
Street Number	225
Street Name	LONSDALE
Street Type	STREET
Locality	DANDENONG
State	VIC
Postcode	3175



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Additional Details

Refer Image Instrument

The applicant requests the recording of this Instrument in the Register.

Execution

1. The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Executed on behalf of	GREATER DANDENONG CITY COUNCIL
Signer Name	JENNIFER ANNE THAME
Signer Organisation	MACPHERSON KELLEY PTY LTD
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	28 AUGUST 2023

File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Instrument
Document Identification	AX193494S
Number of Pages (excluding this cover sheet)	10
Document Assembled	11/10/2024 08:07

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

Agreement under section 173 of the
Planning and Environment Act 1987

GREATER DANDENONG CITY COUNCIL

and

32 Crompton Way, Dandenong South

Table of Contents

1	DEFINITIONS	1
2	INTERPRETATION	3
3	OWNER'S OBLIGATIONS	3
3.1	INDEMNITY.....	4
3.2	RIGHT TO ENTER SUBJECT LAND TO ACCESS EASEMENT	4
4	FURTHER ACTIONS OF THE OWNER	4
4.1	NOTICE AND REGISTRATION	4
4.2	FURTHER ACTIONS.....	4
5	AGREEMENT UNDER SECTION 173 OF THE PE ACT	5
6	OWNER'S WARRANTIES	5
7	SUCCESSORS IN TITLE.....	5
8	GENERAL MATTERS.....	5
8.1	NOTICES.....	5
8.2	NO FETTERING OF COUNCIL POWERS	5
8.3	NO WAIVER.....	6
8.4	SEVERABILITY	6
8.5	AMENDMENT	6
8.6	COUNTERPARTS	6
8.7	GOVERNING LAW	6
8.8	ELECTRONIC EXECUTION	6
8.9	COSTS.....	6
9	COMMENCEMENT OF AGREEMENT	6
10	ENDING OF AGREEMENT.....	6
10.1	THIS AGREEMENT ENDS WHEN:.....	6

This Agreement is made on the 9th day of August 2023.

Between

GREATER DANDENONG CITY COUNCIL
of Level 2, 225 Lonsdale Street, Dandenong VIC

(**'Council'**)

and

(**'Owner'**)

Background

- A Council is the Responsible Authority for the administration of the Planning Scheme pursuant to the PE Act.
- B The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C The Subject Land is encumbered by a Drainage Easement vested in Council.
- D As at the date of this Agreement, the Subject Land is leased to the Tenant.
- E The Tenant intends to undertake the Building Works on the Subject Land. Accordingly, it lodged an application with Council for report and consent for building over the Drainage Easements.
- F The Owner and the Tenant have sought consent of the Responsible Authority to build over easement rights affecting the Land.
- G Council has consented to the Tenant's build over Drainage Easement rights subject to the Owner entering into this Agreement under Section 173 of the PE Act and Council requires the Owner to indemnify it for any liability arising from the placement of building work over the Drainage Easement.
- H The Parties have agreed to enter into this Agreement to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

1 Definitions

In this Agreement the following definitions apply unless the context admits otherwise:

Agreement means this Agreement and any agreement executed by the Parties expressed to be supplemental to this Agreement.

Assets means any pipes, cables, mains, channels and other structures necessary for the continued use of the Drainage Easement for drainage purposes.

Building Works means the works subject of the report and consent application numbered D23/0293 for building over the Drainage Easement.

Council means the Greater Dandenong City Council, and any successor entity, in its capacity as the responsible authority for the Planning Scheme.

Current Address means:

- (a) For Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- (b) For the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to this Agreement.

Current Email means:

- (a) For Council, council@cgd.vic.gov.au, or any other email address listed on Council's website; and
- (b) For the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

Drain means the Drain situated within the Drainage Easement.

Drainage Easement means the drainage easement within the boundaries of the Subject Land, as shown on the site plan annexed to this Agreement at 'Annexure A'.

Owner means the person or persons registered or entitled from time to time to be registered as the proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession.

Party or parties means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interest in the Subject Land.

PE Act means the *Planning and Environment Act 1987* (Vic).

Planning Scheme means the Greater Dandenong Planning Scheme, as amended from time to time, and any other successor instrument or planning scheme applying to the Subject Land.

Protected Party means Council including each of its officers, employees, agents and contractors.

Reasonable Notice means the provision of written notice to the Owner as soon as practicable after the Protected Party becomes aware that maintenance, repairs or works are required to the Assets.

Responsible Authority means Council or its successor as the authority responsible for administering matters under Division 2 of Part 9 of the Act as they relate to the Subject Land, except in relation to any agreement that makes provision for development contributions.

Subject Land means the land known as 32 Crompton Way, Dandenong South, which comprises the land contained in Certificate of Title Volume 11394 Folio 439.

Tenant means Lyka Pet Foods Pty Ltd (ABN 56 653 082 360).

Works means any change to the existing condition of the Subject Land and includes to inspect, construct, repair, clean, remove, renew, alter, maintain, erect, lay or reinstate.

2 Interpretation

In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:

- (a) The singular includes the plural and vice versa.
- (b) A reference to a gender includes all genders.
- (c) A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- (d) Any agreement, representation, warranty or indemnity by two or more persons (including where two or more persons are included in the same defined term) binds them jointly and severally.
- (e) Headings are inserted for convenience only and do not affect the interpretation of this Agreement.
- (f) A term used has its ordinary meaning unless that term is defined in the Agreement. If a term is not defined in the Agreement and it is defined in the PE Act, it has the meaning as defined in the PE Act.
- (g) A reference in this Agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Melbourne, Victoria.
- (h) If the day on which any act, matter or thing is to be done under this Agreement is not a business day, the act, matter or thing must be done on the next business day.
- (i) Any reference to an Act, regulation or Planning Scheme includes any Act, regulation or amendment which amends, consolidates or replaces the Act, regulation or Planning Scheme.
- (j) The Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land to bind the Owner and each successor, assignee or transferee of the Owner, the registered proprietor, the mortgagee in possession and the beneficial owner for the time being of the Land and every part of the Land.
- (k) A reference in this Agreement to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced.
- (l) A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.
- (m) A reference to the word 'include' or 'including' is to be interpreted without limitation.
- (n) Any schedules and attachments form part of this Agreement.
- (o) The Background forms part of this Agreement.

3 Owner's obligations

The Owner covenants and agrees:

3.1 Indemnity

That it will indemnify and hold harmless Council in perpetuity for any damage arising from the Building Works due to:

- (a) any claim for loss suffered by the Owner or any occupier of the Subject Land as a result of works relating to the maintenance, repair or renewal of the Drain, provided that Reasonable Notice of any maintenance, repairs and renewal is given to the Owner prior to undertaking of those Works;
- (b) any claim at common law or applicable legislation arising from disturbance associated with the conduct of future works relating to the maintenance, repair or renewal of the Drain;
- (c) any claim if the Building Works are damaged during works relating to the maintenance, repair or renewal of the Drain, except in circumstances where a claim has arisen due to Council's negligence;
- (d) the costs of any repairs deemed necessary by Council should the Building Works have a detrimental impact on the Drain; and
- (e) the costs, expenses, losses or damages which Council may sustain, incur or suffer or be or become liable for in respect of any suit, action, proceeding, judgment or claim brought by any person arising from or referable to the matters referred to in this Agreement or any breach of this Agreement.

3.2 Right to Enter Subject Land to Access Easement

- (a) That with prior notice, Council, its agents, servants and/or contractors may enter the the Subject Land for the purpose of inspecting, constructing, repairing, cleansing, removing, renewing, altering, maintaining or reinstating the Drain or accessing the Drainage Easement;
- (b) The Owner acknowledges that the Council shall ensure that reasonable care is used, but it may be necessary for works (including the requirement for any structure built on the Subject Land to be cut, removed, or partially demolished; and
- (c) The Council has no obligation to the Owner to repair, replace or reinstate any structure impacted by the Council having access for the purpose of the works to the Drainage Easement.
- (d) If any third party claim is made against the Council resulting from the consent to the Owner building over the Drainage Easement

4 Further actions of the Owner

4.1 Notice and registration

The Owner must bring this Agreement to the attention of all prospective occupiers, purchasers, lessees, licensees, mortgagees, chargees, transferees and assigns.

4.2 Further actions

The Owner (or any person in anticipation of becoming the Owner) must:

- (a) sign and execute all further documents and do all acts and things as may be required by Council and which are necessary to give effect to this Agreement; and
- (b) consent and agree to the Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title to the Subject Land in accordance with section 181 of the PE Act and must do all things necessary to enable the Council to do so, including:

- (i) sign any further agreement, acknowledgement or documents; and
- (ii) obtain or procure all necessary consents of any mortgagee or caveator to enable the recording to be made.

5 Agreement under section 173 of the PE Act

Without limiting or restricting the respective powers of the Parties to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a deed under section 173 of the PE Act.

6 Owner's warranties

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 any land which may be affected by this Agreement.

7 Successors in title

Until such time as a memorandum of this Agreement is registered on the Certificate of Title to the Subject Land, the Owner must require successors in title 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) enter into a deed agreeing to be bound by the terms of this Agreement.

8 General Matters

8.1 Notices

- (a) A notice or other communication required or permitted to be served by a Party on another Party must be in writing and may be served:
 - (i) personally on the person;
 - (ii) by leaving it at the person's current address for service;
 - (iii) by posting it by prepaid post addressed to that person at the person's current address for service; or
 - (iv) by email to the person's current email address for service.
- (b) A notice or other communication is taken to be served:
 - (i) if personally delivered, on the next business day following delivery;
 - (ii) if posted, on the expiry of two business days after the date of posting; or
 - (iii) if sent by email, when the email becomes capable of being retrieved by the recipient.

8.2 No fettering of Council powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans of subdivision or relating to the use or the development of any land affected by this Agreement.

8.3 No Waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

8.4 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

8.5 Amendment

This Agreement must not be amended or varied unless the amendment or variation is:

- (a) in writing signed by the Parties; and
- (b) in accordance with the PE Act.

8.6 Counterparts

This Agreement may be executed in any number of counterparts and all counterparts taken together will constitute one Agreement.

8.7 Governing Law

This Agreement is governed by and is to be construed in accordance with the laws in the State of Victoria.

8.8 Electronic Execution

- (a) Each Party consents to the signing of this Agreement by electronic means. The Parties agree to be legally bound by this Agreement signed in this way.
- (b) Each Party reserves the right to sign this Agreement by electronic means, including by use of software or an online service for this purpose.

8.9 Costs

The Owner will pay the Responsible Authority's reasonable legal costs and expenses of and incidental to:

- (a) the negotiation, preparation, execution and registration and enforcement or attempted exercise or enforcement of this Agreement or the ending of this Agreement as contemplated by clause 10;
- (b) the administration and supervision of this Agreement by Council, except for administration and supervision which Council is obliged to carry out under its statutory duties; and
- (c) any request by the Owner for Council's consent or approval under this Agreement.

9 Commencement of Agreement

This Agreement commences on the date of execution by Council.

10 Ending of Agreement

10.1 This Agreement ends when:

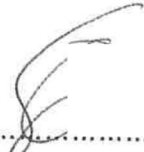
- (a) a replacement agreement is entered into, superseding this Agreement; or

- (b) by agreement between the Parties, pursuant to section 177(2) of the PE Act; or
- (c) a decision to end the Agreement is made under Part 9 Division 2 of the PE Act.

AX193494\$

Signed, sealed, and delivered as a deed by the Parties.

Signed, sealed and delivered for and on behalf, and with the authority, of Greater Dandenong City Council:


.....
Witness

.....
.....

I
(
sections 127(1) and (3) of the *Corporations Act 2001*:
)
)
)

.....
Signature of Director

.....
Signature of Director/Secretary

ANTONIO HELLER
.....
Name of Director

.....
Name of Director/Secretary

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Instrument
Document Identification	AN989127W
Number of Pages (excluding this cover sheet)	11
Document Assembled	11/10/2024 08:07

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

AN989127W

Application by a responsible authority for the recording of an agreement

Section 181 **Planning and Environment Act 1987**

Form 21

Privacy Collection Statement
The information from this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry.

Lodged by:

Name: Russell Kennedy Lawyers
Phone: 03 9609 1524
Address: Level 12, 469 La Trobe Street, Melbourne 3000
Ref: EXF:302922-00019
Customer Code: 1513M

The responsible authority, having made an agreement referred to in section 181(1) of the **Planning and Environment Act 1987**, requires a recording to be made in the Register for the land.

Land:

Volume 11394 folio 439

Responsible authority:

Greater Dandenong City Council, 225 Lonsdale Street, Dandenong

Section and Act under which agreement made:

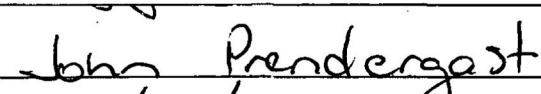
Section 173 of the *Planning and Environment Act 1987*

A copy of the agreement is attached to this application.

Signature for the responsible authority:

Name of Officer:

Date:


John Prendergast
20/6/2017

**Planning and Environment Act 1987
Section 173 Agreement**

Agreement

Concerning Proposed Building over an Easement

Greater Dandenong City Council

and

(A.C.N. 142 076 533)

Date: 13 / 6 / 2017

Russell Kennedy Lawyers
PO Box 5146, Melbourne 3001
Phone: 03 9609 1524
Fax: 03 9609 1600
DX: 494 Melbourne
Email: eflanagan@rk.com.au

Contents

1. Interpretation
2. Owner's Obligations
3. Costs to be Certified
4. Successors in Title
5. Further Warranty
6. Covenants Run with the Land
7. Recording of Agreement
8. Legal & Administrative Costs
9. Non-derogation from Other Rights
10. Severance
11. Conditional
12. Charge

Agreement – Concerning Proposed Building Over an Easement

DATE 13/6/2017

BETWEEN

Greater Dandenong City Council

(‘The Council’)

AND

(A.C.N. 142 076 533)

(‘The owner’)

WHEREAS:

- (a) The owner is registered or entitled to be registered as the proprietor of all that piece of land known as 32 Crompton Way, Dandenong South in Victoria, being the land more particularly described in Certificate of Title Vol 11394 - Folio 439 (‘the land’).
- (b) The land is encumbered with a drainage easement (‘the easement’) within its boundaries being the land marked as such on the site plan annexed hereto (‘the site plan’).
- (c) A drain has been constructed or may be constructed through over and along a part of the easement.
- (d) The owner wishes to construct a plant room and storage area (‘the building’) on the land over part of the easement.
- (e) The owner has requested the Council to consent to the building to be so constructed which the Council has agreed to do, to the extent that it is able, upon the owner entering into the covenants and conditions contained herein and executing this Agreement.
- (f) The parties have agreed that without restricting or limiting their respective powers to enter into this Agreement and insofar as it can be so treated this Agreement shall be treated as being an agreement under section 173 of the Planning and Environment Act 1987 (‘the Act’).
- (g) This Agreement intends to provide for the prohibition, restriction or regulation of the use or development of the land and in so doing achieve or advance the objectives of planning in Victoria.
- (h) The land is encumbered by Mortgage No. AL061349U in which Westpac Banking Corporation (‘the Mortgagee’) is the mortgagee. The Mortgagee consents to this Agreement.

THE PARTIES AGREE AS FOLLOWS;

1. INTERPRETATION

In this Agreement, unless expressed or implied to the contrary:

- 1.1** terms, expressions or words used in this Agreement have the meanings where relevant, given in the Act or the planning scheme which relates to the land;
- 1.2** the singular includes the plural and the plural includes the singular;
- 1.3** a reference to a gender includes a reference to the other genders, including gender neutral;
- 1.4** a reference to a person includes a reference to a firm, corporation or other corporate body, and that person's successors in law;
- 1.5** if a party consists of more than one person this Agreement binds them jointly and each of them severally;
- 1.6** a reference to a statute includes any statutes amending, consolidating or replacing those statutes and any regulations made under the statutes;
- 1.7** where, in this Agreement, the Council may exercise any power, duty or function, that power may be exercised on behalf of the Council by an authorised or delegated officer;
- 1.8** all headings are for ease of reference only and do not affect the interpretation of the Agreement;
- 1.9** the Recitals to this Agreement form part of this Agreement.

2. OWNER'S OBLIGATION

The owner intending that his/her obligations and covenants shall run with the land hereby covenants and agrees:

2.1 Indemnity for Council

not to bring or cause others to bring or make any claim against the Council for damages or loss of any kind or injury caused by reason of any settlement or subsidence of the building or by reason of any leakage in or flooding or bursting, breakage or subsiding of the said drain or otherwise by reason of any of the works of the Council and will hold harmless and keep the Council indemnified against all actions, claims, demands, damages expenses and/or costs by or at the instance of any person or body whatsoever for or by reason of any such damage or injury or by reason of any such settlement or subsidence or of any such leakage, flooding, bursting, breaking, or subsiding;

2.2 Right to Enter Easement

to allow the Council, its agents, servants, workmen or contractors any time to enter the easement for the purpose of inspecting, constructing, repairing, cleansing, removing, renewing, altering, maintaining or reinstating the said drain or other works laid or to be laid therein by the Council and to carry out all other works and things as may be necessary but without any liability whatsoever;

2.3 Council's Costs

to pay to the Council, within 14 days of being invoiced, the reasonable cost and expense of any of the work referred to in clause 2.2 as may be due to any damage or injury caused to the drain or other works of the Council by the building or anything directly or indirectly caused by or resulting from or connected with and/or by reason of the increased difficulty of executing such work in consequence of the construction of the building over the easement and/or drain;

2.4 Council's Further Costs

to pay to the Council any further reasonable costs incurred by it by reason of or in connection with the erection of the building over the easement and/or drain;

2.5 Council's Requirements

at all times carry out and comply with all and any reasonable requirements of the Council's building surveyor in relation to the construction of the building or any part thereof or the carrying out of any building work in or over the easement;

2.6 Removal of Surface

to ensure that any surface constructed over the easement relative to the construction of the building be constructed in such a manner so as to be capable of being removed in the event of access to the pipes laid in the easement becoming necessary; and

2.7 Provision of Access

at all times provide the Council with proper means of ingress and egress to and from the easement and/or drain.

3. CERTIFIED COSTS

The costs and expenses referred to in clause 2.3 and clause 2.4 shall be certified by any officer of the Council authorised to do so and such certificate shall be final and binding upon the parties interested or concerned.

4. SUCCESSORS IN TITLE

Without limiting the operation or effect which this Agreement has, the owner must ensure that, until this Agreement is registered on the title to the subject land, the owner's successors in title will:

- 4.1** give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 4.2** execute under seal a deed agreeing to be bound by the terms of this Agreement.

5. FURTHER WARRANTY BY OWNER

The owner hereby covenants and agrees to do all things necessary including the signing of such further agreements, undertakings, covenants, consents, approvals or other documents necessary for the purpose of ensuring that he carry out the covenants and agreements and obligations hereunder and to enable the Council to enforce the performance by the owner of such covenants, agreements and obligations.

6. COVENANTS RUN WITH THE LAND

It is agreed by and between the parties that the burden of the obligations of the owner shall run with the land and the Council shall have the power to enforce the obligations against any person or persons deriving title from the owner whether as owner of the whole or part of the land.

7. RECORDING OF AGREEMENT

The owner agrees to do all things necessary to give effect to this Agreement and to enable the Council to make a recording in the Register on the Certificate of Title for the land in accordance with section 181 of the Act including the signing of any further agreement, acknowledgement or document, or procuring the consent to this Agreement of any mortgagee or caveator, to enable the recording to be made under that section.

8. LEGAL AND ADMINISTRATIVE COSTS

The owner agrees to pay to the Council on demand the reasonable legal, administrative and other costs, disbursements and fees incurred by the Council for and in connection with the preparation, execution and enforcement of this Agreement, including the costs of making an application under section 181 of the Act.

9. NON-DEROGATION FROM OTHER RIGHTS

The owner hereby acknowledges and agrees that nothing in this Agreement shall in any manner affect or derogate from any rights of the Council or the rights of any person or body in respect of the easement or from a requirement imposed by or under the Water Act 1994 or any other Act to obtain the consent or approval of any person or body to the construction of the building over any part of the easement.

10. SEVERANCE

If a court, tribunal, arbitrator or any other competent body determines that any provision of this Agreement is not valid it will not affect the validity of the other provisions of this Agreement but shall be read down or severed so as to leave the other provisions of this Agreement in effect.

11. CONDITIONAL

This Agreement is subject to and conditional upon the owner obtaining any or all other permissions and approvals, and the owner obtaining all other necessary permits consents and authorities to erect the building.

12. CHARGE

For better securing compliance with this Agreement, the owner charges in favour of the Council all the owner's estate and interest in the land, both legal and equitable to the extent of the owner's obligations for the amount of any money payable by the owner to the Council under this Agreement. If the owner fails to make any payment which is owed to the Council in accordance with this Agreement, the owner further undertakes and agrees to execute forthwith at the request of the Council any further mortgages or other documents and to procure any consents necessary and the production of the duplicate certificate of title to the land in order to effect the registration of this charge over the land at the Land Titles Office and to enable the Council to enforce this charge on the land and the owner hereby appoints the Council and any persons deriving title under the Council, the attorney of the owner for the purposes of carrying out the owner's obligations pursuant to this clause in the event that the owner fails to do so.

AN989127W

Executed by the parties on the date set out at the commencement of this Agreement.

THE COMMON SEAL of GREATER
DANDENONG CITY COUNCIL was
affixed in the presence of:

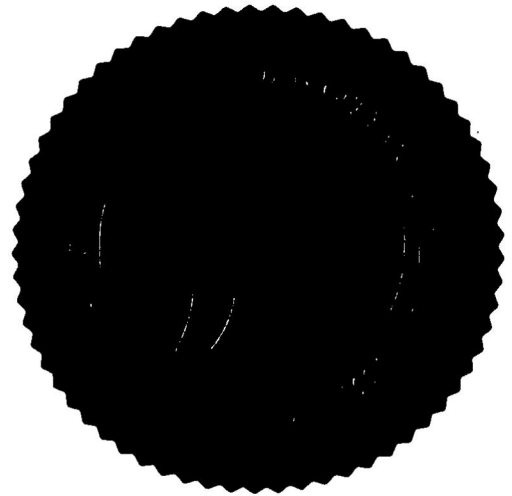
N

Councillor

Councillor

Chief Executive Officer

JOHN BENNIE PSM



EXECUTED by BETTER PROPERTY
GROUP PTY LTD in accordance with
section 127(1) of the *Corporations Act 2001*
(Cth) by being signed by authorised persons:

Director

Director

Full Name

Full Name

Usual Address

Usual Address

Narre Warren, North VIC 3804

AN989127W

Signed, Sealed and Delivered by

GARY TTEUW.....Who holds the position of Tier Three Attorney for Westpac
Banking Corporation ABN 33 007 457 141 under power of attorney dated 17 January 2001, a
certified copy of which is filed in the Permanent Order Book No. 277 Page 016

Signature

By executing this agreement the attorney states that the attorney has received no notice of the
revocation of the power of attorney.

In the presence of

.....
Witness

AN989127W

Easement Agreement Identity Plan at: 32 Crompton Way, Dandenong South (Lot 30)	JOB No. 16-44	
	SCALE 1:500 @ A4	DWG No. BOE1
Site Diagram	DATE 26.04.17	REV. C
	