

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

Page 1 of 1

VOLUME 11883 FOLIO 707

Security no : 124134103695S
Produced 27/04/2026 11:32 AM

LAND DESCRIPTION

Land in Plan of Consolidation 373205M.

PARENT TITLES :

Volume 09782 Folio 435 Volume 10284 Folio 999

Created by instrument PC373205M 31/05/2017

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

THE TRUST COMPANY LTD of LEVEL 23 123 PITT STREET SYDNEY NSW 2000
PC373205M 31/05/2017

ENCUMBRANCES, CAVEATS AND NOTICES

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 as to part Section 52A Town and Country Planning Act 1961
M995357G 18/08/1987

DIAGRAM LOCATION

SEE PC373205M FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

DOCUMENT END

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Document Type	Plan
Document Identification	PC373205M
Number of Pages (excluding this cover sheet)	2
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PLAN OF CONSOLIDATION	LV USE ONLY EDITION 1	PC 373205M
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<p>Location of Land</p> <p>Parish: CUT PAW PAW Township: - Section: 10 Crown Allotment: 1 & 2 (PART) Crown Portion: - Title References: Volume 10284 Folio 999 & Volume 9782 Folio 435</p> <p>Last Plan Reference: Lot 2 on PS349844X Lot 21 on LP209165T</p> <p>Postal Address: 413 Francis Street (At time of subdivision) BROOKLYN Vic 3012</p> <p>MGA94 Co-ordinates: E 310 900 Zone: 55 (GDA 94) (Of approx. centre of plan) N 5811 900</p>	<p>Council Name: Hobsons Bay City Council</p> <p>Council Reference Number: CA1633794 Planning Permit Reference: PA1633793 SPEAR Reference Number: S082745C</p> <p>Certification</p> <p>This plan is certified under section 6 of the Subdivision Act 1988</p> <p>Statement of Compliance</p> <p>This is a statement of compliance issued under section 21 of the Subdivision Act 1988</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 Has not been made at Certification</p> <p>Digitally signed by: Paul Douglas McKnight for Hobsons Bay City Council on 25/05/2016</p>
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VESTING OF ROADS AND/OR RESERVES	NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON	ADVERTISED PLAN
Nil	Nil	
NOTATIONS		
DEPTH LIMITATION - DOES NOT APPLY		
Survey: This plan is not based on survey		

EASEMENT INFORMATION

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of
E-1	SEWERAGE, DRAINAGE & WATER SUPPLY	1.83	B458373	MMBW
E-2	WAY, DRAINAGE, SEWERAGE, AND SUPPLY OF ELECTRICITY, GAS, TELEPHONE AND WATER	9	LP209165T	LOTS ON LP209165T
E-1 & E-3	SEWERAGE	SEE DIAG	THIS PLAN	CITY WEST WATER CORPORATION

<p>Bortoli Wellington Pty Ltd <small>ABN 48 069 841 498</small> Licensed Land Surveyors, Property Development Consultants Unit 14, 104 Ferntree Gully Road, OAKLEIGH EAST, VIC, 3166 PO Box 776 MOUNT WAVERLEY VIC 3149 E: survey@bortoliwellington.com.au T: (03) 9543 5855</p>	REF 2273A	VERSION 2	ORIGINAL SHEET SIZE A3	Sheet 1 of 2 Sheets
	Digitally signed by: Scott David Wellington (Bortoli Wellington Pty Ltd), Surveyor's Plan Version (2), 17/05/2016 Amended: 29/05/2017			PLAN REGISTERED TIME: 3:36pm DATE: 31 / 05 / 2017 M. Curtis Assistant Registrar of Titles



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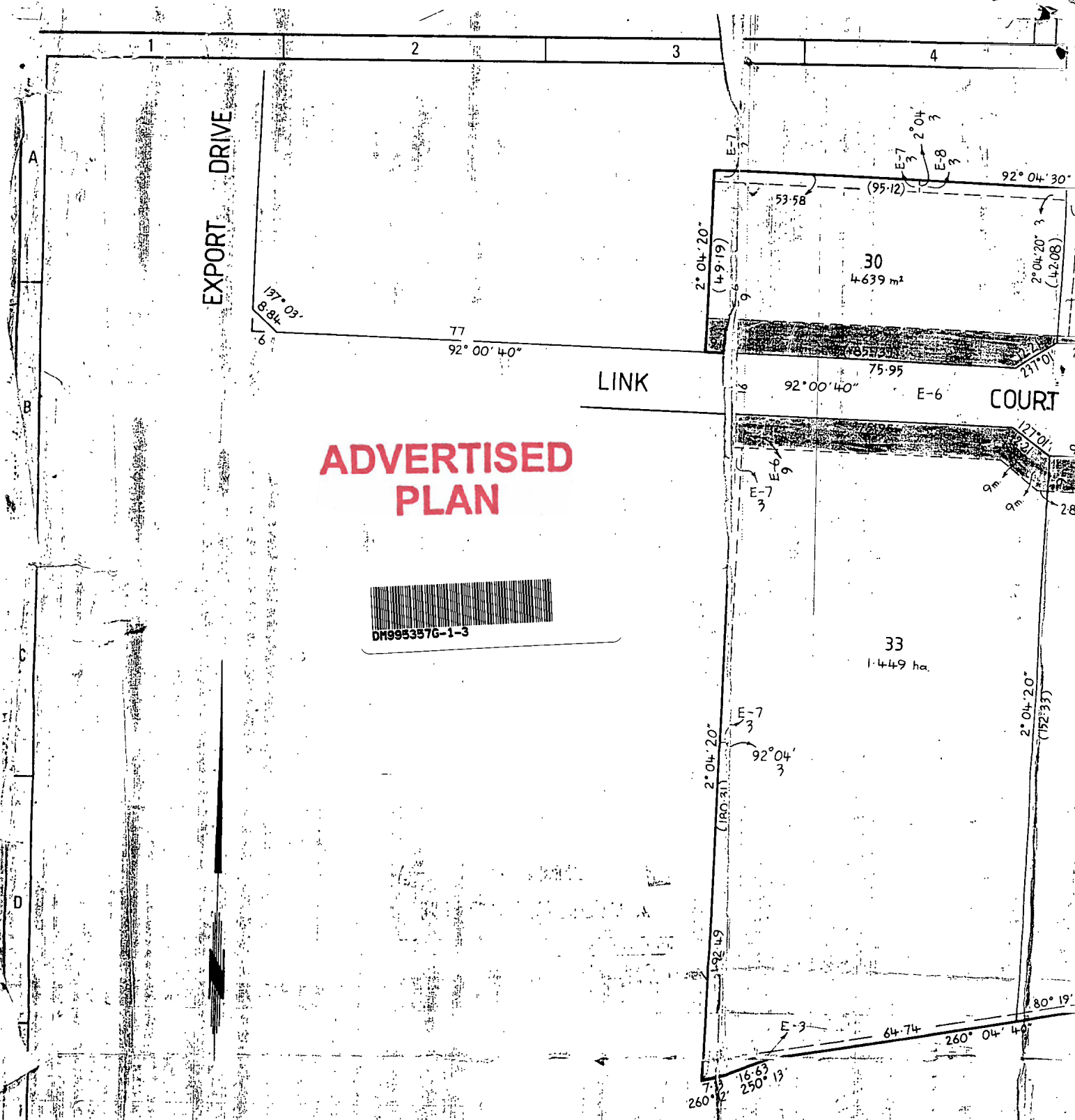
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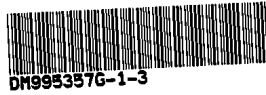
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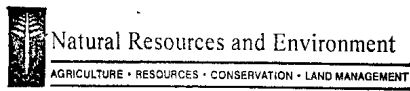
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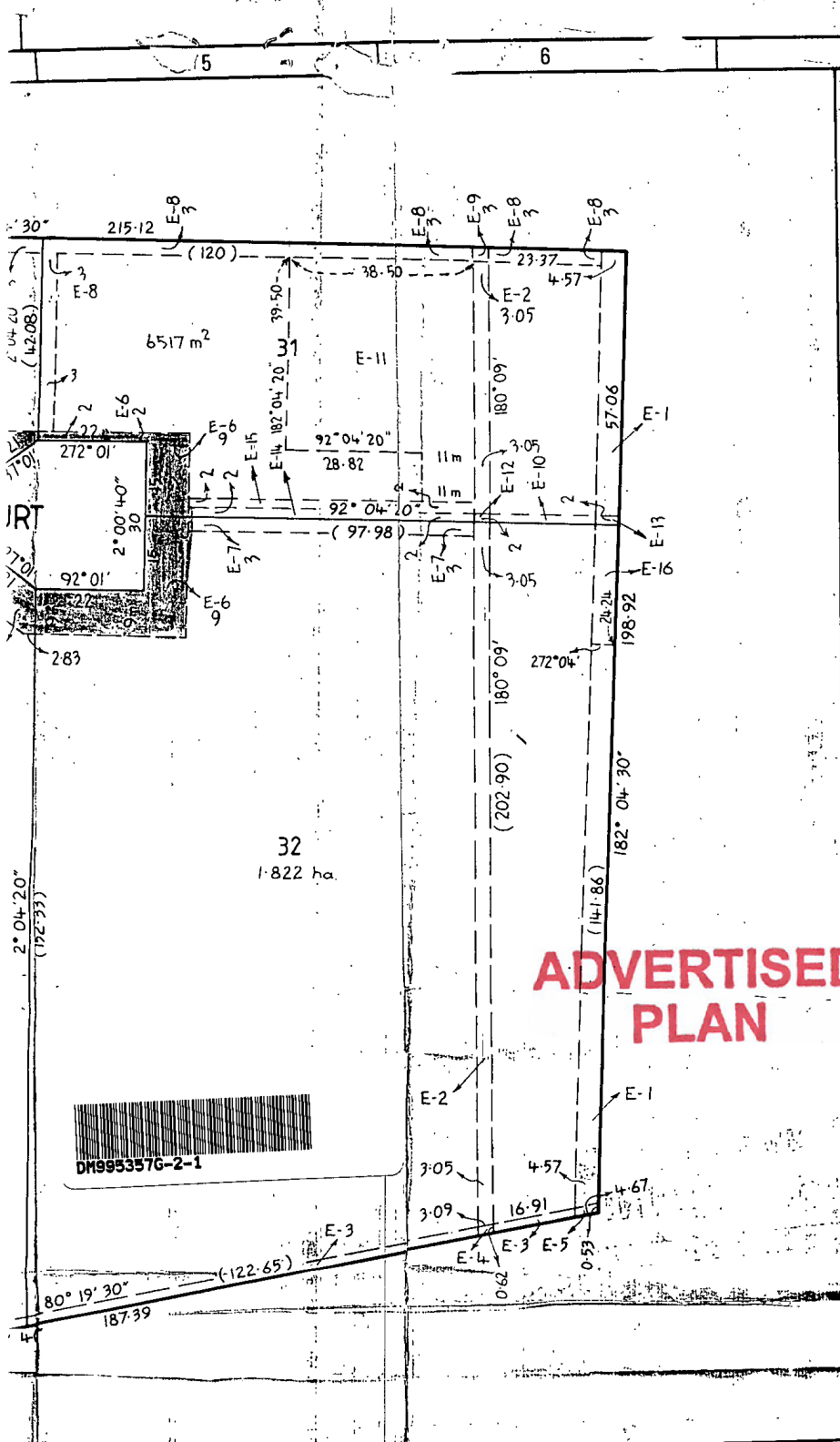
CERTIFICATION BY SURVEYOR		CERTIFICATE OF MUNICIPAL CLERK	
FRANCIS BOSCO of 171 FITZROY STREET ST. KILDA certify that this plan has been prepared from a survey made under my immediate direction and supervision, in accordance with the <i>Surveyors Act 1978</i> and completed on 19th OCTOBER 1987 and that this plan is accurate and correctly represents the adopted boundaries and the classification of the survey is C-3. Date: _____ Licensed Surveyor, <i>Surveyors Act 1978</i>		MUNICIPALITY CITY OF SUNSHINE CERTIFICATE A THIS PLAN ACCORDS WITH A PLAN <ul style="list-style-type: none"> ▪ SEALED BY THE COUNCIL UNDER SECTION 569B OF THE LOCAL GOVERNMENT ACT 1958 ▪ CONFIRMED BY THE PLANNING APPEALS BOARD ON _____ ▪ AND A REQUIREMENT NO REQUIREMENT PURSUANT TO SECTION 569E OF THE LOCAL GOVERNMENT ACT 1958 HAS BEEN MADE DATE _____ MUNICIPAL CLERK _____	
ALLAN VAN SURVEYS PTY. LTD. PROFESSIONAL LAND SURVEYORS, TOWN PLANNERS & BODY CORPORATE MANAGEMENT Suite 10, 171 Fitzroy Street, St. Kilda, 3182. Phone: 534 0646		 CERTIFICATE B THIS PLAN ACCORDS WITH A PLAN EXEMPTED FROM SUBDIVISION (3) OF DIVISION 1 OF THE LOCAL GOVERNMENT ACT 1958 BY <ul style="list-style-type: none"> ▪ THE COUNCIL ON _____ ▪ THE PLANNING APPEALS BOARD ON _____ DATE _____ MUNICIPAL CLERK _____ 	
CITY LINK TRADE PARK STAGE 2.B PLAN D 5-8-88 NUMBER OF LOTS: 4		SURVEYORS REF. 7822 / 2	



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NOTATIONS

LAND SUBJECT TO EASEMENT

E-1, E-5, E-13 & E-16 SEWERAGE VIDE L.P. 67509

E-12, E-2, E-4 & E-9 IN FAVOUR OF THE M.M.B.W VIDE C/E 31313

E-3, E-4 & E-5 IN FAVOUR OF THE S.E.C. VIDE INSTRUMENT N° 457138

E-6 WAY, DRAINAGE, SEWERAGE AND SUPPLY OF WATER, TELEPHONE, GAS AND ELECTRICITY VIDE L.P.

E-7 DRAINAGE AND SEWERAGE VIDE L.P.

LAND APPROPRIATED OR SET APART

E-10, E-12, E-13, E-14 & E-16 ELECTRICITY SUPPLY

E-14 & E-15 WAY, DRAINAGE & SEWERAGE

E-8 & E-9 DRAINAGE & SEWERAGE

E-11 DRAINAGE

OTHER NOTATIONS

LOT NUMBERS 1 TO 29 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN

TO BE COMPLETED WHERE APPLICABLE

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS NOS: _____

IN PROCLAIMED SURVEY AREA NO: _____

BY THICK LINES

TITLE REF: _____ (LOA)

LAST PLAN REF: L.P. _____

PLAN OF SUBDIVISION

COUNTY: BOURKE

PARISH: CUT PAW PAW

SECTION: 10

CROWN ALLOTMENT: 1 (PART)

NUMBER OF SHEETS PLAN: 1

NUMBER OF THIS SHEET: _____

SCALE: 1:1000

ORIGINAL SCALE SHEET SIZE: A2

LENGTHS ARE IN MET

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VICTORIA

CLERK

COUNCIL REF.

GOVERNMENT ACT 1958 ON

SECTION 569E OF THE LOCAL GOVERNMENT

(3) OF DIVISION (9) OF PART XIX OF

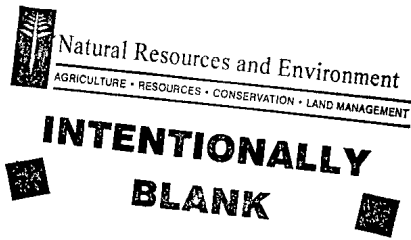
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AT _____

ON _____

(ASSISTANT) REGISTRAR OF TITLES



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PRICE BRENT & MACPHERSON

SOLICITORS

C. M. BARLOW	
M. PRUDEN	
D. S. ABRAHAM	
P. L. ABRAHAM	CONSULTANTS
D. A. TUNNOCK	P. C. VEEVERS
G. R. TESTRO	J. P. BRENT
R. F. ABRAHAM	D. RECHTMAN
R. J. HOBDA	
A. D. COOKES	ASSOCIATES
S. C. UNIACKE	G. N. KATZ
M. H. LANTON	S. J. MOFFATT

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160 QUEEN STREET
MELBOURNE, 3000
TEL: (03) 640 7400
DX 427 MELBOURNE
TELEX: PRILIN AA 38926
FAX: (03) 670 4783

SUNSHINE OFFICE:
277 HAMPSHIRE ROAD
SUNSHINE, 3020
TEL: (03) 640 7400
DX 30311 SUNSHINE
FAX: (03) 312 5300

OUR REF: Mr. Testro/tz/
7414/22387/18
DIRECT LINE 640-7395
YOUR REF

22nd September 1987

RECEIVED
23 SEP 1987
TITLES OFFICE

32684

~~FROM~~
ADVA
EXP.

Titles Office
DX 25
MELBOURNE

Dear Sir

Re: Case Reference: M995357G
Dealing No: M995357G Application - City of
Sunshine

We refer to your Requisition dated 10th September 1987 in relation to this matter and as you know we act on behalf of the Applicant, the City of Sunshine.

A microfiche obtained from the Corporate Affairs Office for the purposes of this transaction indicated that the Company presently known as City Link Properties Pty Ltd changed its name on 2nd February 1987 from Westlink Estates Pty Ltd which change of name was approved by the Commissioner for Corporate Affairs on 16th February 1987.

A photostat of the relevant Notice of Resolution lodged with the Commissioner is enclosed herewith.

Yours faithfully
PRICE BRENT & MACPHERSON

Per: 
Enc:

G. Wain 4/1





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See Appendix

M. J. Nugara

180887 1424 4TCP \$42 M995357G

PRICE B.
SOLICITING

MACPHERSON

Assistant Registrar of Titles

180887 1424 4TCP

M995357G

CODE: 1413R

Agreement

APPLICATION BY RESPONSIBLE AUTHORITY PURSUANT
TO SECTION 52B(1) OF THE TOWN AND COUNTRY
PLANNING ACT

REGD

TO: The Registrar
Office of Titles
283 Queen Street
MELBOURNE.

THE MAYOR, COUNCILLORS AND CITIZENS OF THE CITY OF SUNSHINE

the Responsible Authority pursuant to the City of Sunshine
Planning Scheme hereby applies pursuant to Section 52B(1) of
the Town and Country Planning Act for a Memorandum of the
Agreement made the 13th day of August 1987 between it THE
MAYOR, COUNCILLORS AND CITIZENS OF THE CITY OF SUNSHINE and
CITY LINK PROPERTIES PTY. LTD. a copy of which is attached
hereto to be entered upon Certificate of Title Volume 9706.

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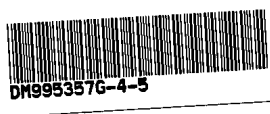
Folio 542:

now = (wh) 9782

*415
to
444 (31)*

DATED the 14th day of August, 1987.

Price Brent & Macpherson
PRICE BRENT & MACPHERSON
Solicitors and Agents for the
Responsible Authority



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



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M995357G

CORRS

Corrs Pavey Whiting & Byrne

THE MAYOR, COUNCILLORS AND CITIZENS
OF THE CITY OF SUNSHINE

- and -

CITY LINK PROPERTIES PTY. LTD.

A G R E E M E N T

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DM995357G-5-2

Melbourne Office
350 William Street
Melbourne 3000,
Australia

G.P.O. Box 237E,
Melbourne 3001

Telephone (03) 320 5555
International +613 320 5555

Facsimile (03) 329 7701
or 329 8548
Telex AA30322
or AA32746
DX 336 Melbourne

Sydney Office
Level 13, M.L.C. Centre
19-29 Martin Place
Sydney 2000
Australia

Telephone (02) 235 3077
International +612 235 3077

Facsimile (02) 235 3485
Telex AA20708
DX 1092 Sydney

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THIS AGREEMENT is made the 13th day of August 1987.

BETWEEN: THE MAYOR, COUNCILLORS AND
CITIZENS OF THE CITY OF SUNSHINE
of Alexandra Avenue, Sunshine
(hereinafter called "the Council") of the one part

AND CITY LINK PROPERTIES PTY. LTD.
of 21 Victoria Street, Footscray
(hereinafter called "the Owner") of the other part

WHEREAS:

- A. The Owner is registered or entitled to be registered as the proprietor of (inter alia) the Development Site (as hereinafter defined) which property is mainly included in a General Industrial zone pursuant to the Melbourne Metropolitan Planning Scheme (as amended).
- B. The Council is the delegated Responsible Authority with respect to the Development Site pursuant to the said Planning Scheme, two of the objectives of which are to:-
 - (a) maintain and enhance an acceptable environment for the population of the metropolitan area; and
 - (b) to encourage and facilitate development in an orderly and proper manner throughout the metropolitan area.
- C. The Owner has applied to the Council for the sealing of an industrial subdivision of the Development Site comprising twenty-nine (29) allotments which application the Council has received.
- D. A condition of the Council's approval of the Plan of Subdivision is that the Owner enter into an Agreement with the Council so as to ensure a high standard of development for the Development Site and so as to achieve and implement a comprehensive policy with respect to landscaping within the Development Site.

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- E. The parties hereto have further agreed to enter into this Agreement:-
- (i) In order to formalize the agreements reached between the parties regarding the use and development of the Development Site and the provision and maintenance of landscaping within the Development Site; and
 - (ii) Pursuant to Section 52A of the Town and Country Planning Act, 1961 to restrict and regulate the use and development of the Development Site so as to better provide for the landscaping and the proper management and maintenance of the landscaping of the Development Site.

NOW THIS AGREEMENT WITNESSETH AND THE PARTIES COVENANT AND AGREE as follows:-

1. IN this Agreement the following expressions shall have the meanings designated:-
- 1.1 "Allotment" means a Lot in the Development Site and "Allotments" shall have a corresponding meaning.
 - 1.2 "Application" means Application No. S86/79 dated the 6th day of October, 1986 by the Owner to the Council for the subdivision of the Development Site as an industrial subdivision comprising twenty-nine allotments in accordance with the Plan of Subdivision.
 - 1.3 "Approval Date" means the date of sealing of the Plan of Subdivision by the Council pursuant to Section 569B of the Local Government Act.
 - 1.4 "Development Site" means that part of Lot 2 on Plan of Subdivision No. 67509 as is constituted by Lots 1-28 (inclusive) on the Plan of Subdivision.
 - 1.5 "Footpath" means the pedestrian footpath to be constructed and maintained in the Landscape Setback in accordance with the provisions of this Agreement.



DM995357G-7-7

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- 1.6 "Landscape Concept Plan" means the Landscape Concept Plan revised the 24th day of July, 1987 prepared by Carol Frank-Mas & Associates, Landscape Architects of 197 Balaclava Road, Caulfield North and denoted as Drawing No. 1226/2B which Plan has received the approval of the Council, a copy of which is attached hereto.
- 1.7 "Landscape Schedule" means the policies and guidelines with respect to the landscaping of the Development Site as set out in the Schedule hereto.
- 1.8 "Landscape Setback" means a nine metre wide landscaping reserve in the Development Site as shown delineated and coloured red on the Plan of Subdivision, such setback to be:-
- (a) On the northern and western boundaries of Allotment 1;
 - (b) On the northern boundary of Allotment 2;
 - (c) On the western boundaries of Allotments 3 to 13 (both inclusive);
 - (d) On the northern and eastern boundaries of Allotment 15;
 - (e) On the northern boundary of Allotment 16; and
 - (f) On the eastern boundary of Allotments 17 to 25 (both inclusive).
- 1.9 "Landscape Works Plan" means the Landscape Works Plan revised the 24th day of July, 1987 prepared by Carol Frank-Mas & Associates, Landscape Architects of 197 Balaclava Road, Caulfield North and denoted as Drawing No. 1226/3C which Plan has received the approval of the Council, a copy of which is attached hereto.
- 1.10 "Landscape Preliminary Works Plan" means the Landscape: Preliminary Works Plan revised the 24th day of July, 1987 prepared by Carol Frank-Mas & Associates, Landscape Architects of 197 Balaclava Road, Caulfield North and denoted as Drawing No. 1226/4 which Plan has received the approval of the Council, a copy of which is attached hereto.

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1.11 "Maintain" means to keep in good order and repair and includes cutting, cultivating, managing and manuring any lawn and garden in a good and proper manner and promptly replacing any lawn, tree or shrubs which may perish or be damaged, diseased, removed or destroyed.

1.12 "Plan of Subdivision" means the proposed layout plan for the Subdivision of the Development Site in accordance with the Application prepared by Kluge Jackson Consultants Pty. Ltd. (Reference No. MS86806B) a copy of which is attached hereto.

1.13 "Title" means Certificate of Title Volume 9706 Folio 642.

2. WITHOUT limiting the operation or effect which this Agreement otherwise has, this Agreement is made pursuant to Section 52A of the Town and Country Planning Act, 1961.

3. THE Owner shall to the reasonable satisfaction of the Council:-

3.1 On or before the date being at the expiration of four (4) months from the Approval Date (or such other date as the parties may agree from time to time):-

3.1.1 establish landscaping in the Landscape Setback generally in accordance with the Landscape Preliminary Works Plan; and

3.1.2 construct the footpath.

3.2 Establish a landscaped garden in the Landscape Setback generally in accordance with the Landscape Works Plan on or before the date being the earlier of:

3.2.1 the date being at the expiration of twenty-four (24) months from the Approval Date; or

3.2.2 in respect of any particular Allotment the date of issue of a Certificate of Occupancy with respect to the improvements on that Allotment;

3.3 Maintain all landscaping so established both:-

3.3.1 prior to the date upon which this Agreement is registered on the Title by the Registrar of Titles in accordance with Clause 16 hereof; and



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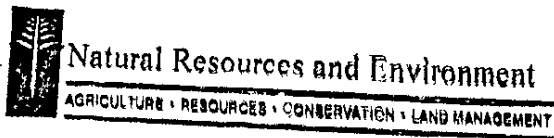
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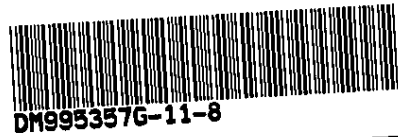
3.3.2 thereafter.

4. THE Owner will not erect permit or suffer any building or buildings to be erected or to remain upon any Allotment:
 - 4.1 in the Landscape Setback (save and except for public utilities' services, driveways, footpaths and buildings associated with power supply requirements which shall have received the prior written consent of the Council); or
 - 4.2 in contravention of the Landscape Schedule.
5.
 - 5.1 Every application to the Council for the use and development of any of the Allotments for any purpose will be accompanied by a detailed landscape plan (which shall be in accordance with the Landscape Concept Plan and the Landscape Schedule) for Council's approval;
 - 5.2 Prior to the issue of a Certificate of Occupancy with respect to any Allotment landscaping generally in accordance with the Landscape Concept Plan and the Landscape Schedule shall be established on that Allotment by the Owner to the satisfaction of the Council.
6.
 - 6.1 Forthwith upon the expiration of three months from the date upon which the Council is satisfied as to the construction of the Footpath, the Owner shall do all things reasonably necessary to have the Footpath dedicated as a public highway;
 - 6.2 Until the Footpath becomes a public highway pursuant to Clause 6.1 hereof, it shall be maintained by the Owner to the satisfaction of the Council; and
 - 6.3 The Council shall maintain the Footpath at its expense once such constructed Footpath becomes a public highway.
7. THE expression "the Owner" shall be deemed to include the Owner and its successors assigns and transferees and:-
 - 7.1 The obligations imposed upon and assumed by the Owner shall also be binding on its successors, transferees, purchasers,

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mortgagees, assigns and any person obtaining possession of the whole or part of the Development Site (hereinafter called "the successors") as if each of those successors had separately executed this agreement;

7.2 Without limiting the operation or effect which this Agreement has apart from this sub-clause, the Owner shall ensure that its successors:-

7.2.1 give effect to and do all acts and sign all documents as to require them to give effect to this Agreement; and

7.2.2 execute under seal a Deed agreeing to be bound by the terms of this Agreement and thereupon this Agreement shall continue as if executed by such successors as well as by the parties hereto and as if the successors names appeared in each Clause which the name of the Owner appears and additional to the name of the Owner.

PROVIDED HOWEVER THAT the obligations imposed on the Owner by this sub-clause 7.2 shall cease at such time as this Agreement has been lodged at the Office of the Registrar of Titles for registration in accordance with Clause 16 hereof; but

7.3 Where any Allotment contained in the Development Site is transferred disposed of or sold to any other person ("the transferee"), the transferee shall in the event of any default in relation to the obligations imposed on the Owner by Clauses 3, 4, 5.2, 6.2 and 11 of this Agreement be liable to the Council for those works, costs and expenses required to be effected or paid hereunder which relate to the Allotment or Allotments of which the transferee is the owner.

7.4 City Link Properties Pty. Ltd. shall not be liable to the Council in respect of a particular Allotment:

7.4.1 pursuant to Clauses 3.3.2 or 5.2 for any liability or obligation which arises; or

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7.4.2 pursuant to Clause 11 where the act or omission in respect of which the costs and expenses are sought, occurs;

only after another person has become registered or entitled to be registered as the proprietor of that Allotment under a Contract of Sale of that Allotment from City Link Properties Pty. Ltd.

8. THE Owner shall not sell, transfer, dispose of, assign mortgage or otherwise part with possession of the Development Site or any part thereof without first disclosing to its successors the existence and nature of this Agreement.
9. THE Owner warrants and covenants that as at the date hereof:-
 - 9.1 It is both the registered proprietor (or entitled to be so) and the beneficial owner of the Development Site;
 - 9.2 There are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the Development Site and not disclosed by the usual searches;
 - 9.3 The Development Site or any part of it is not subject to any rights obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in Section 42 of the Transfer of Land Act 1958; and
 - 9.4 It has not granted any Option or entered into any Contract of Sale or Lease in regard to the Development Site or any part thereof which Option, Contract or Lease is still subsisting.
10. ANY notice hereunder may be served by delivering the same to the Owner at its address aforesaid or by putting the same into the post in a prepaid certified envelope addressed to the Owner at its address aforesaid and any notice so posted shall be conclusively deemed to have been served at the expiration of 24 hours from the time of posting.
11. THE Owner shall forthwith on demand pay to the Council the Council's costs and expenses (as between the Solicitor and own client) of and incidental to this Agreement and of anything consequent thereon, relating thereto, pursuant thereto or in furtherance thereof (including but without limiting the generality of the foregoing, anything done in anticipation of this Agreement and the enforcement of any obligations imposed on the Owner herein).

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12. 12.1 Whenever herein appearing the words "the Council" and "the Owner" shall include its successors and if it holds the Development Site in a trust capacity shall include the beneficiaries of the trust in relation to which it holds the Development Site. Where such trust relationship exists, the Owner in executing this Agreement does so intending to assume not only personal liability but also to bind the trust for which it acts as trustee;
- 12.2 In this Agreement where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have, unless the contrary intention appears, corresponding meanings.
- 12.3 Without affecting the operation of Clause 12.1, any person who enforces (by delegation or otherwise) the Melbourne Metropolitan Planning Scheme in respect of the Development Site in lieu of the Council shall be regarded as a successor of the Council and in that event any reference to "Town Clerk" shall be deemed to refer to the "Secretary of the responsible authority" and any reference to "City Engineer" shall be deemed to refer to the "Officer of the responsible authority authorized to provide such estimate".
13. IN the event of the Owner failing to comply with the provisions hereof, the Town Clerk of the Council may cause to be served on the Owner a notice in writing specifying the works, matters and things, (hereinafter called the "works") in respect of which the Owner is in default and should such default continue for thirty days after the service of such notice, the Council may by its officers, employees, agents and contractors enter upon the Development Site and cause such works to be carried out. Any notice or demand served on the Owner pursuant to this Clause may set out the costs (as estimated by the City Engineer and stated in such notice) of carrying out such works to remedy the default as aforesaid and in the event of the Owner not complying with such notice within the said period of thirty days, the town clerk may cause to be served on the Owner a demand in writing for the amount of the cost estimated as aforesaid and the amount thereof shall be forthwith paid by the Owner to the Council. As soon as may be practicable after the completion of such works, the City Engineer shall certify the actual costs thereof to the Council and the difference between such actual costs and the estimated costs paid to

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the Council pursuant to this Clause shall be paid by the Owner to the Council (whether or not by the utilization where applicable of the Bank Guarantees referred to in Clause 18 hereof) or by the Council to the Owner as the case may require.

14. THE obligations imposed and assumed by the Owner hereunder are intended to run with the land the subject of the Development Site and, subject to the provisions of Clause 7.3 hereof, shall be binding on its successors, transferees, purchasers, mortgagees and any person obtaining possession of the whole or part of any one or more of the Allotments as if each of those successors had separately executed this Deed.

15. SHOULD any dispute or difference arise between the Owner and the Council whether during this Agreement or after the determination abandonment or breach of this Agreement as to the construction of this Agreement or as to any matter or thing of whatsoever nature arising thereunder or in connection therewith, then either party shall give to the other notice in writing of such dispute or difference and at the expiration of seven (7) days, unless it shall have been otherwise settled, such dispute or difference shall be and is hereby submitted to the Arbitration of such person or persons as may be agreed upon between the parties hereto or in the event of the mutually agreed person being unwilling or unable to act or the parties failing to agree within one month of the notification in writing by the aggrieved party then the sole arbitrator shall be the Chairman for the time being of the Institute of Arbitrators Australia (Victorian Chapter) or his nominee. The Award made by the said Arbitrator shall be final and binding on both the Owner and the Council (who may each be legally represented in any proceedings) and the costs of the submission, reference and award shall be in the discretion of the said Arbitrator.

16. EACH of the parties hereto shall respectively sign and execute all such further documents and deeds and do all acts and things as the other party shall reasonably require for completely effectuating this Agreement including, without limitation, all things necessary to have this Agreement registered on the Title by the Registrar of Titles in accordance with Section 52B of the Town and Country Planning Act, 1961.



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17. THE Owner shall within two years from the date hereof plant and to the satisfaction of the Council in accordance with the Landscape Concept Plan (and thereafter maintain until an agreement described in this Clause is executed) those portions of the perimeter of Lot 29 on the Plan of Subdivision ("the balance Lot") not already planted PROVIDED ALWAYS that should the Owner apply to the Council for either the sealing of a Plan of Subdivision or the granting of a planning permit with respect to the balance Lot then the obligations of the Owner with respect to the landscaping of the balance Lot shall be the subject of a separate agreement between the Owner and the Council at the time which agreement shall provide for (inter alia) the maintenance of such landscaping by City Link (or, where it has sold any part or parts of the balance lot, its successors in Title) and the Council shall not be obliged to seal any such plan or grant any permit until its landscaping requirements with respect to the balance Lot are satisfied.
18. 18.1 For better securing compliance with this Agreement City Link Properties Pty. Ltd. shall forthwith lodge with the Council bank guarantees (hereinafter called the "Bank Guarantees") to the satisfaction of the Secretary of the Council and for a sum not less than the amount from time to time equal to the lesser of \$150,000.00 or 150% of the estimated cost (as certified by the City Engineer) of the obligations imposed upon City Link pursuant to the provisions of this Agreement specified in Clause 18.2 hereof;
- 18.2 Subject to sub-clause 18.3 hereof, the Bank Guarantees shall be security for the due, prompt and proper observance and performance by the Owner of the obligations and liabilities arising out of Clause 3.1, 3.2, 3.3.1, 6.2 and 5.2 and 11 (both save and except with respect to any liability, obligation act or omission which only arises or occurs after another person has become registered or entitled to be registered as the proprietor of the relevant Allotment under a Contract of Sale of the relevant Allotment from City Link Properties Pty. Ltd.) of this Agreement; and



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18.3 Subject to the obligations and liabilities of the Owner to which the Bank Guarantees relate being completely satisfied, the Council will release the Bank Guarantees referred to in sub-clause 18.1 hereof upon completion of the obligations and liabilities detailed in the provisions of Clause 18.2 hereof.

19. With respect to any Allotment the Council if required by the Owner shall promptly provide a Certificate as to whether the obligations of the Owner pursuant to all or any of Clauses 3.1.1, 3.1.2, 3.2.1, 3.2.2, 3.3.1, 5.2 and 6.2 have been carried out to the satisfaction of the Council so as to satisfy the requirements of such Clause or Clauses with respect to that Allotment.

20. THIS Agreement shall come into force immediately upon execution by both parties hereto and shall run with the land the subject of this Agreement.

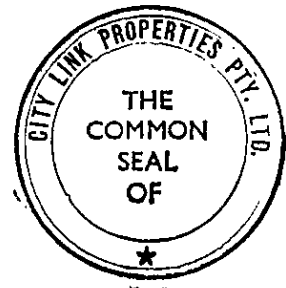
DATED the THIRTEENTH day of AUGUST 1987.

THE COMMON SEAL of THE MAYOR,
COUNCILLORS AND CITIZENS OF THE
CITY OF SUNSHINE was hereunto
affixed this 13th day of
AUGUST 1987 in the
presence of:

..... [Signature] Mayor
..... [Signature] Councillor
..... [Signature] Acting
..... Town Clerk

THE COMMON SEAL of CITY LINK
PROPERTIES PTY. LTD. was hereunto
affixed in accordance with its
Articles of Association in the
presence of:

..... [Signature] Director
..... [Signature] Secretary



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LANDSCAPE SCHEDULE

1. Frontage, Setback

Landscaping will be maintained in the Landscape Setback which is created for the exclusive purpose of landscape, with exceptions for servicing, driveways, footpaths and building associated with power supply requirements, subject to the prior written consent of the Council.

2. Side Boundary Setback Policy: Allotments 1-14, 24-26

Setbacks shall be a minimum of 1.5 metres and for no more than 50% of the Allotment length may be utilized for other purposes. On consolidation of adjoining Allotments, such setback shall be aggregated to increase setback dimension.

3. Side Boundary Setback Policy: Allotments 15-23

Such setback shall be a minimum of 1.5 metres on one boundary and three (3) metres on opposite boundary. Where possible, the three (3) metre setback shall coincide with the 1.5 metre setback on the adjoining Allotment. For no more than 50% of its length this setback can be utilized for other purposes.

4. Boundary Adjacent Export Drive: Allotments 2 and 15:

Setback for Lots 2 and 15 will be a minimum of 9 metres and for no more than 50% of its length, this setback can be utilised for other purposes.

5. Rear Boundary

Minimum of three (3) metres setback for landscaping; however up to 50% of this setback, for no more than 50% of the width of the Allotment can be utilized for other purposes.



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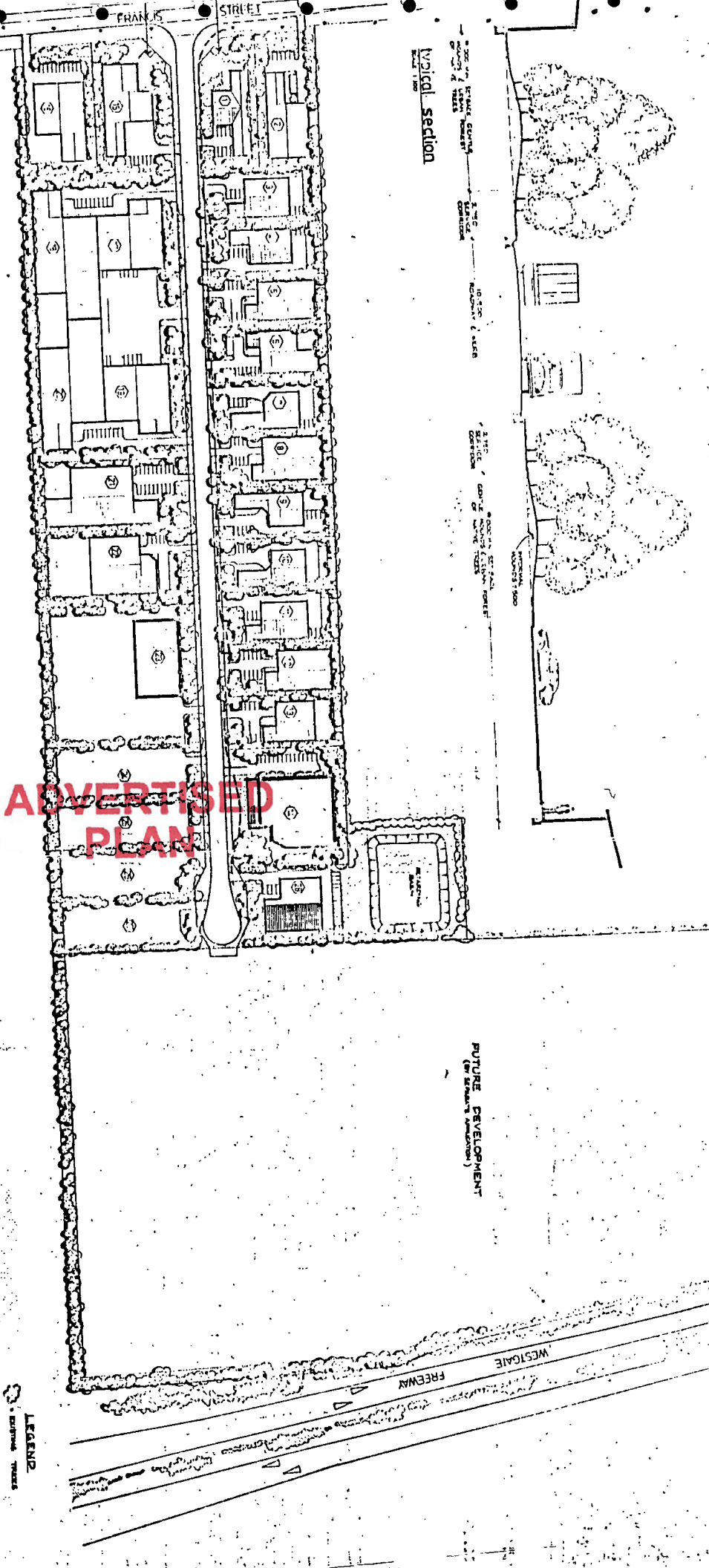
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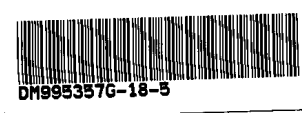
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PLANT SCHEDULE PLANTS WILL BE SELECTED FROM AMONG THE FOLLOWING SPECIES.....

TYPE	BOTANICAL NAME / COMMON NAME	HEIGHT	TYPE	BOTANICAL NAME / COMMON NAME	HEIGHT
TREES	ACACIA ACUTATA	7	TALL SHRUBS	ACACIA ACUTATA	3
	ACACIA ACUTATA	7		ACACIA ACUTATA	3
	ACACIA ACUTATA	7		ACACIA ACUTATA	3
	ACACIA ACUTATA	7		ACACIA ACUTATA	3
	ACACIA ACUTATA	7		ACACIA ACUTATA	3
	ACACIA ACUTATA	7		ACACIA ACUTATA	3
	ACACIA ACUTATA	7		ACACIA ACUTATA	3
	ACACIA ACUTATA	7		ACACIA ACUTATA	3
	ACACIA ACUTATA	7		ACACIA ACUTATA	3
	ACACIA ACUTATA	7		ACACIA ACUTATA	3




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NOTE: THIS PLAN IS SCHEMATIC ONLY & DOES NOT INTEND TO REPRESENT THE ACCURATE LOCATION OF PLANT SPECIES, EACH OF WHICH WILL BE THE SUBJECT OF A SEPARATE SUBMITTAL APPROVED BY THE LANDSCAPE PLAN APPROVAL WITH THE SECTION 92-A AGREEMENT.

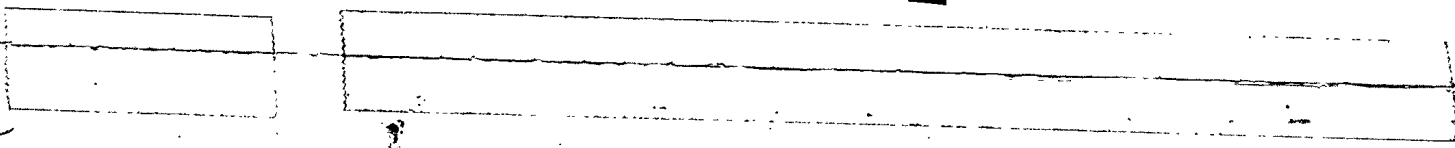
LEGEND

- EXISTING TREES
- PROPOSED TREES
- EXISTING SHRUBS
- PROPOSED SHRUBS
- EXISTING BUILDINGS TO REMAIN

LANDSCAPE CONSULTANT
 CITY LINK ESTIMATES PT. LTD.
 1275 1226/2

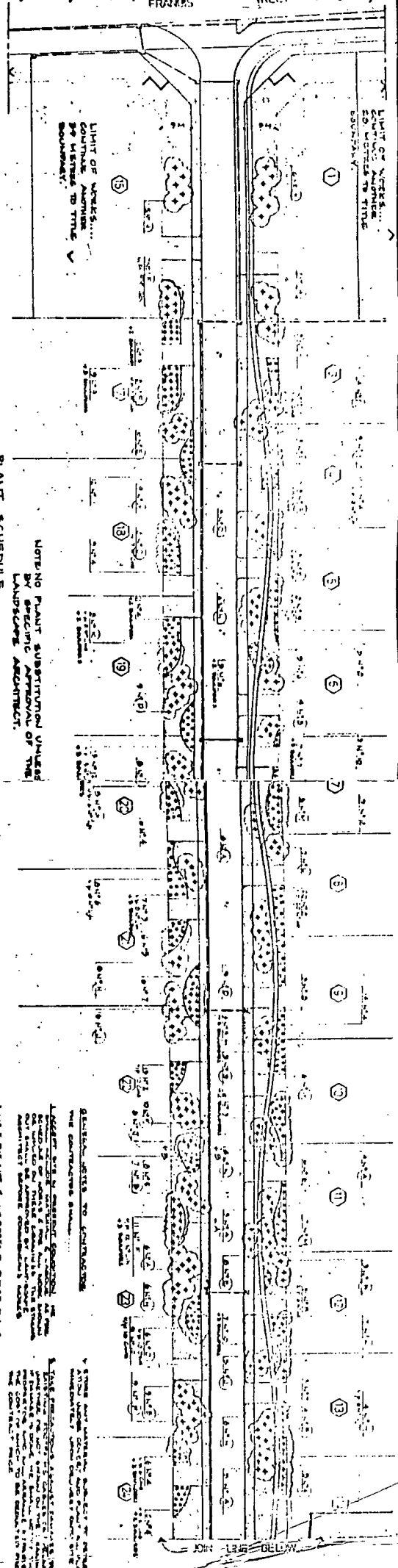
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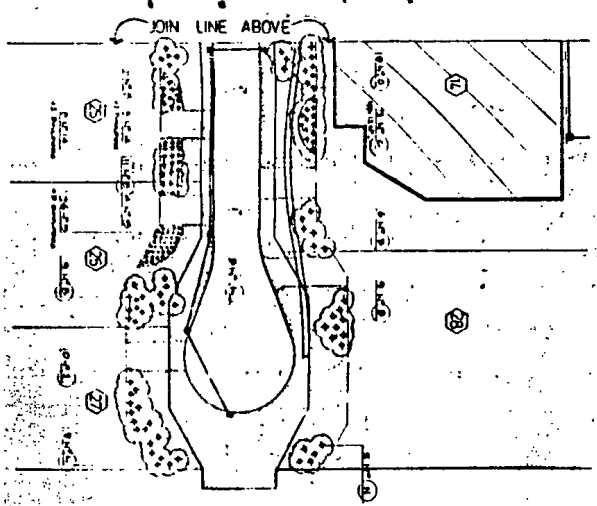
FRAMES IRCEY



NOTE: NO PLANT SUBSTITUTIONS ALLOWED WITHOUT SPECIFIC APPROVAL OF THE LANDSCAPE ARCHITECT.

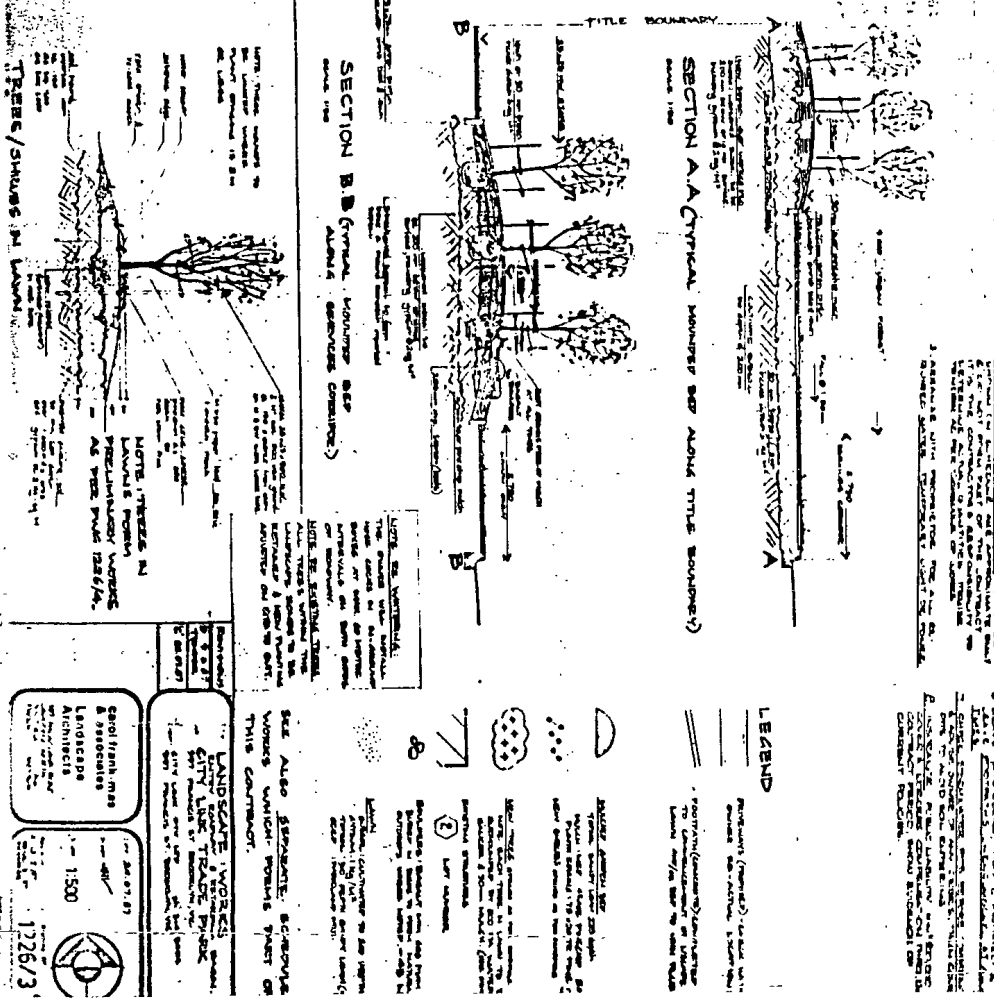
PLANT SCHEDULE

KEY	PLANT NAME - COMMON NAME	QUANTITY
1	ACACIA DECAHENTRA	7
2	ACACIA HORNII	9
3	ACACIA SPINOSA	18
4	ACACIA SPINOSA	26
5	ACACIA SPINOSA	15
6	ACACIA SPINOSA	13
7	ACACIA SPINOSA	15
8	ACACIA SPINOSA	15
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100	ACACIA SPINOSA	15



KEY	PLANT NAME - COMMON NAME	QUANTITY
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SEE ALSO SEPARATE SCHEDULES FOR PLANTING AND MATERIALS WHICH FORM PART OF THIS CONTRACT.

LANDSCAPE ARCHITECT: [Name]

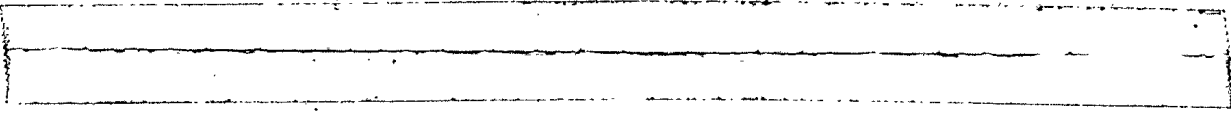
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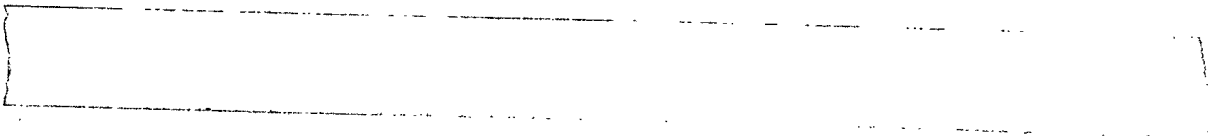



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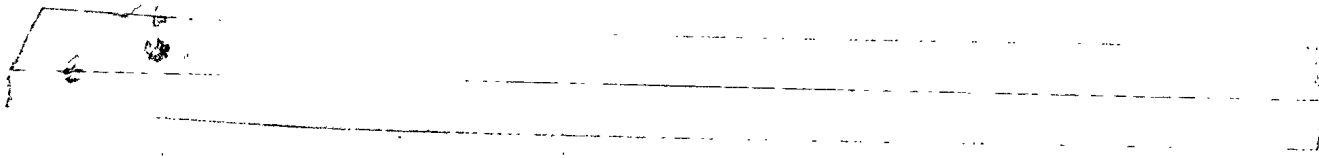
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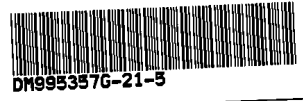
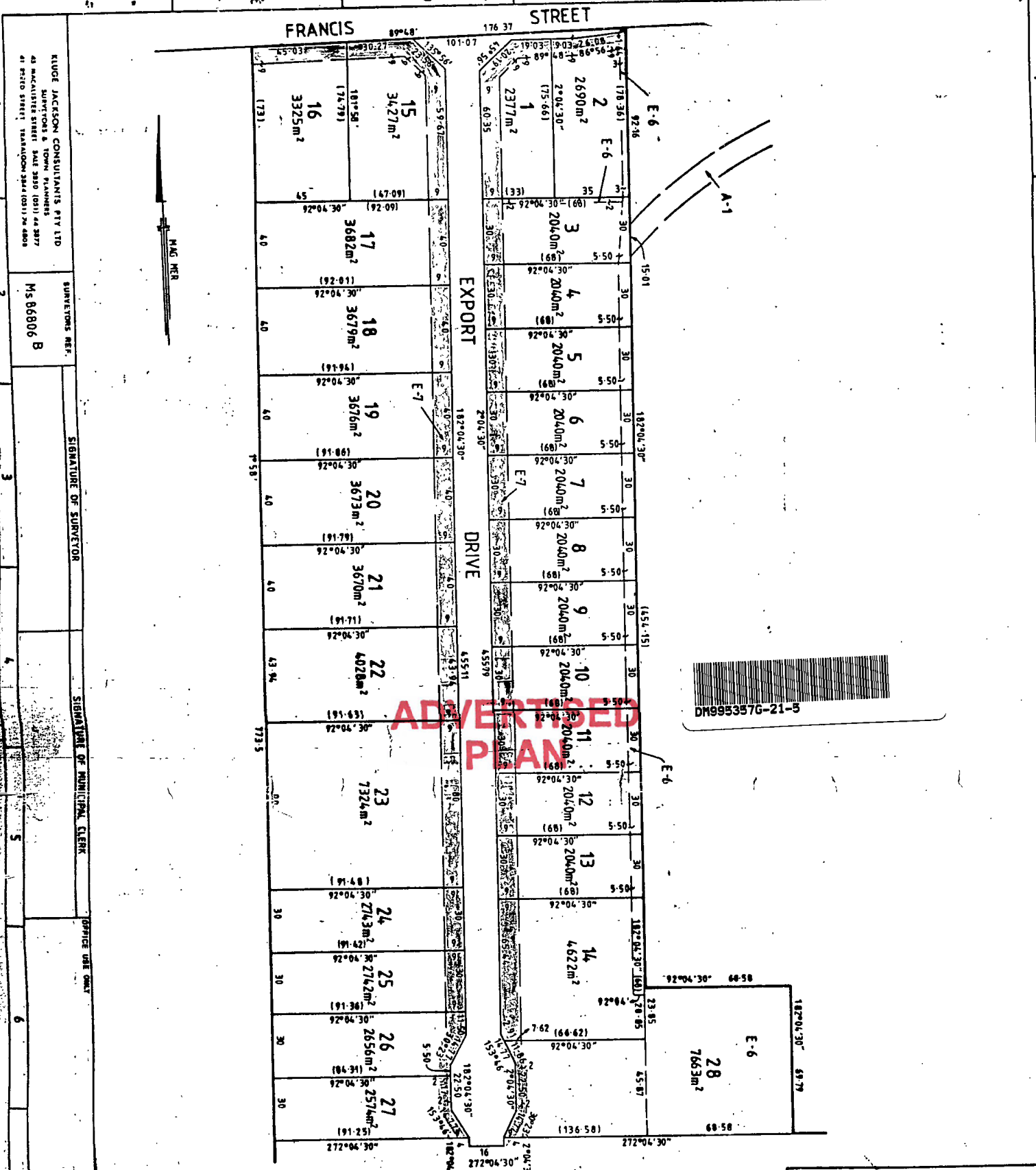


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KLUGE JACKSON CONSULTANTS PTY LTD
 SURVEYORS & TOWN PLANNERS
 41 MACALISTER STREET SAULT 5050 (081) 44 3877
 41 FIELD STREET TERNANLION 3844 (081) 76 4808

SURVEYORS REF. MS 86806 B

SIGNATURE OF SUPERVISOR

SIGNATURE OF MUNICIPAL CLERK

OFFICE USE ONLY

WESTERN

CONTINUATION SHEET

PLAN OF SUBDIVISION

COUNTY OF BOURKE
 PARISH OF CUT PAW PAW
 CROWN ALLOTMENT 1 (PART)
 SECTION 10

NUMBER OF SHEETS IN PLAN 1
 NUMBER OF THIS SHEET 1

SCALE
 ORIGINAL SCALE SHEET SIZE A2
 THIS SCALE SHEET SIZE A2

LENGTHS ARE IN METRES

OFFICE USE ONLY



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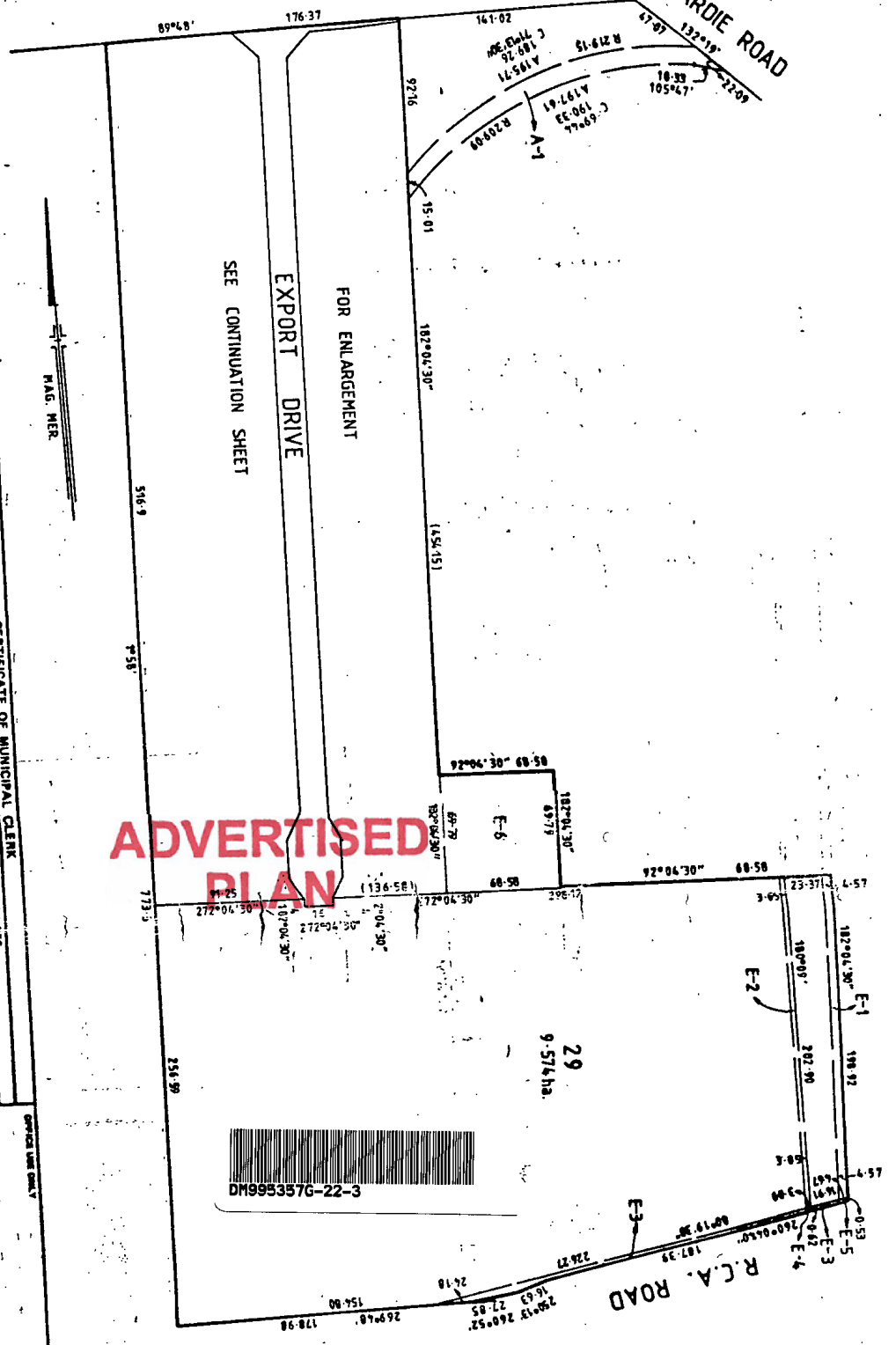
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FRANCIS STREET

HARDIE ROAD



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R.C.A. ROAD

CERTIFICATION BY SURVEYOR

I, the undersigned, being a duly qualified and registered Surveyor, do hereby certify that the plan has been prepared in accordance with the Surveyors Act 1978 and correctly represents the adopted boundaries and the description of the survey is true and correct.

Date: _____

Licensed Surveyor,
Surveyors Act 1978

AMENDMENTS

KLUDGE JACKSON CONSULTANTS PTY LTD
SURVEYORS & CIVIL ENGINEERS
SUITE 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

CERTIFICATE OF MUNICIPAL CLERK

COUNCIL REF: _____

CERTIFICATE A

THIS PLAN ACCORDS WITH A PLAN UNDER SECTION 898B OF THE LOCAL GOVERNMENT ACT 1998 ON

- SEALING BY THE COUNCIL UNDER A SECTION 898B ON
- CONFIRMED BY THE PLANNING APPEALS BOARD ON
- AND A REQUIREMENT/NO REQUIREMENT PURSUANT TO SECTION 898B OF THE LOCAL GOVERNMENT ACT 1998 HAS BEEN MADE

DATE: _____ MUNICIPAL CLERK: _____

CERTIFICATE B

THIS PLAN ACCORDS WITH A PLAN EXEMPTED FROM SUBDIVISION (M) OR DIVISION (III) OF PART XIX OF THE LOCAL GOVERNMENT ACT 1998 BY

- THE COUNCIL ON
- THE PLANNING APPEALS BOARD ON

DATE: _____ MUNICIPAL CLERK: _____

OFFICIAL USE ONLY

LANDS/TITLES REGISTERED ON THIS PLAN

PLAN APPROVED AT _____ ON _____

PLAN OF SUBDIVISION

COUNTRY OF BURKE
PARISH OF CUT PAW PAW
CROWN ALLOTMENT 1 (PART)
SECTION 10

NUMBER OF SHEETS IN PLAN: 2
NUMBER OF THIS SHEET: 1

SCALE: 1:2000

ORIGINAL SHEET SIZE: A2

DATE: _____

NOTATIONS

LAND SUBJECT TO EASEMENT

E-1 & E-3 SEWERAGE EASEMENT CREATED BY P/S NO. 6750
E-2 & E-4 EASEMENT TO R.C.A. YIELD TO D1373
E-3 & E-4 E-5 EASEMENTS TO SET CREATED BY INSTRUMENT B 45789

APPROBANCE

A-1 RAILWAY EASEMENT RESERVED BY TRANSFER C 60024


LAND APPROPRIATED OR SET APART

E-6 DRAINAGE
E-7 GAS TELEPHONE AND WATER
THE DIAL SHOWN ENCLOSED BY THICK CONTINUOUS LINES FOR W.V. DRAINAGE SEWERAGE AND SUPPLY OF ELECTRICITY, GAS TELEPHONE AND WATER.

TO BE COMPLETED WHERE APPLICABLE:
THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS IN PROCLAIMED SURVEY AREA NO. _____

THE LAND TO BE SUBDIVIDED IS SHOWN ENCLOSED BY THICK LINES

TITLE REF: C/T VOL. 9704 FOL. 642
LAST PLAN REF: P/S NO. 67505 (LOT 2)

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

**INTENTIONALLY
BLANK**

**ADVERTISED
PLAN**

NATIONAL COMPANIES AND SECURITIES COMMISSION

FORM 24

NOTICE OF RESOLUTION

048520

COMPANY No. C 166176 B

Document No.

Sub-sections 70(1) and (2), 72(2), 73(12) of Regs. 251(1) and 392(2)

WESTLINK ESTATES PTY.

LIMITED

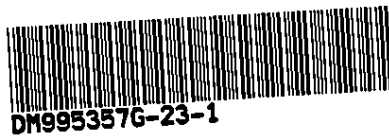
At a general meeting of the members of the company duly convened and held at Leslie W. Collins & Associates of 21 Victoria Street, Footscray on the 2 day of February 19 87 the special resolution set out below/ (see over) was duly passed:

That the company change its name to CITY LINK PROPERTIES PTY. LTD.

Change of Name Approved Former Name Cancelled

16 FEB 1987 Perrane Assistant Commissioner for Corporate Affairs

ADVERTISED PLAN



Dated this 2 day of February 19 86

Signature of Director/Secretary/Principal Executive Officer

Name of Signatory IN BLOCK LETTERS

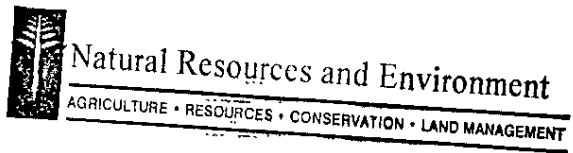
S. A. O'HARE

* Strike out if inapplicable.

THIS FORM IS TO BE LODGED AT THE CORPORATE AFFAIRS OFFICE IN THE PLACE IN WHICH THE COMPANY IS INCORPORATED.

See Directions overleaf for the completion of this form.

Table with 2 columns: LODGED BY (LESLIE W. COLLINS & ASSOCIATES), ADDRESS (21 VICTORIA STREET FOOTSCRAY 3011), PHONE No. (689.8600) and LODGED with the COMMISSION on (Commissioner for Corporate Affairs Delegate of the National Companies and Securities Commission)



**INTENTIONALLY
BLANK**

**ADVERTISED
PLAN**

