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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 10805 FOLIO 728

Security no : 124121208441X  
Produced 15/01/2025 10:14 AM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 432271H.  
PARENT TITLE Volume 10494 Folio 619  
Created by instrument PS432271H 03/06/2004

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
SALTA PROPERTIES (DOCKLANDS) PTY LTD of 4/650 LORIMER STREET PORT MELBOURNE  
VIC 3207  
AH026557V 09/02/2010

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AH026558T 09/02/2010  
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

COVENANT AD304197L 13/12/2004  
VARIATION OF COVENANT AH372398F 30/07/2010

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 162 Building Act 1993  
W944159H 28/07/2000

AGREEMENT Section 173 Planning and Environment Act 1987  
AD030407C 05/08/2004

AGREEMENT Section 173 Planning and Environment Act 1987  
AG594741P 29/06/2009

AGREEMENT Section 24 (2) Docklands Authority Act 1991  
AH197569E 04/05/2010

DIAGRAM LOCATION

SEE PS432271H 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: 695-699 LA TROBE STREET DOCKLANDS VIC 3008

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED  
Effective from 23/10/2016

DOCUMENT END



1 x agreement



AD030407C

05/08/2004

\$59

173



**APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE  
MAKING OF A RECORDING OF AN AGREEMENT**

***Planning and Environment Act 1987***

Lodged at the Land Titles Office by:

**Name:** Minter Ellison  
**Phone:** (03) 8608 2000  
**Address:** 525 Collins Street, MELBOURNE VIC 3000  
**Ref:** PZM LGAB 30-4400977  
**Customer Code:** 781Q


The 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:** Certificate of title Volume 10805 Folio 728

**Authority:** **VicUrban** (previously the Docklands Authority) of AFL House, 140 Harbour Esplanade, Docklands, VIC 3008.

**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 VicUrban

CELIA GERREYN  
Name of Officer (print)

17 JUNE 2004  
Date



DAD030407C-1-6

un 5/08/04

04/985.9



DAD030407C-2-4

# Section 173 Planning & Environment Act agreement – Lot 2 PS432271H

**AD030407C**

05/08/2004 \$59 173



## MinterEllison

L A W Y E R S

RIALTO TOWERS, 525 COLLINS STREET, MELBOURNE VIC 3000, DX 204 MELBOURNE  
TEL: +61 3 8608 2000 FAX: +61 3 8608 1000  
[www.minterellison.com](http://www.minterellison.com)

# Section 173 Planning & Environment Act agreement – Lot 2 PS 432271H

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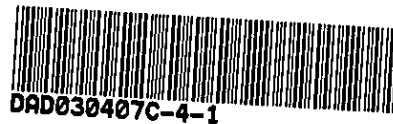
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**AD030407C**

05/08/2004 \$59 173

A smaller barcode located below the date, price, and number.



## Details

### Date

### Parties

Name	Seven Custodians Pty Limited ABN 33 089 327 551
Short form name	<b>Owner</b>
Notice details	Level 9, 1 Pacific Highway, North Sydney 2060

Name	VicUrban
Short form name	<b>Responsible Authority</b>
Notice details	Level 22, 555 Collins Street, Melbourne 3000

(the 'Parties')

## Background

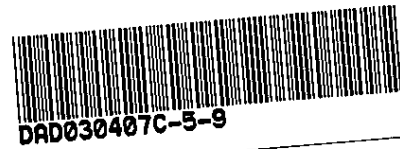
- A The Owner is the registered proprietor of the Land.
- B The Land is subject to the Planning Scheme and the Responsible Authority is the responsible authority under the Act pursuant to the Planning Scheme.
- C The Responsible Authority was established by the *Docklands Authority Act 1991* (Vic) for the purpose of facilitating the development the Melbourne Docklands.
- D The Responsible Authority is currently the council responsible for the municipal district of the Melbourne Docklands for the purpose of the *Local Government Act 1989* (Vic).

**AD030407C**

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# Agreement



## 1. Defined terms & interpretation

### 1.1 Defined terms

In this agreement:

**Act** means the *Planning & Environment Act 1987* (Vic).

**Development** means any development erected on the Land in accordance with the provisions of the Planning Scheme and approved by the Responsible Authority.

**Development Plan** means all of the drawings, specifications and documents that have been submitted to and approved by both the Responsible Authority and the Department of Sustainability and Environment in relation to developing the Land.

**Land** means the land comprised in Lot 2 on plan of subdivision PS432271H being part of the land more particularly described in Certificate of Title volume 10494 folio 619.

**Owner** includes the person from time to time registered or entitled to be registered by the Registrar of Titles as proprietor of an estate in fee simple in the Land or any part of it.

**Planning Scheme** means the Melbourne Planning Scheme.

**Practical Completion** has the meaning ascribed to that expression in the development agreement to be entered into by the Parties in respect of the Land.

**Stadium Link** means a footpath 2.1 metres wide to be located as shown hatched on the plan annexed to this agreement as Schedule 1.

## 2. Section 173 agreement

This agreement is made under section 173 of the Act to achieve or advance the objectives of planning in Victoria or the objectives of the Planning Scheme with the intent that the burden of the Owner's covenants run with the Land.

## 3. Commencement

This agreement will come into force on Practical Completion.

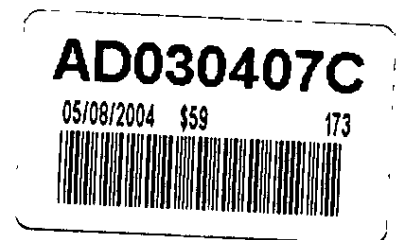
## 4. Ending of agreement

### 4.1 Termination in part

If the Land is:

- (a) subdivided; or
- (b) at any time comprised in more than one lot,

such that this agreement is no longer relevant to any lot forming part of the Land, the Responsible Authority will release that lot from the application of this agreement. This agreement will then immediately end in relation to that lot and only operate in relation to the balance of the Land.



## 4.2 Termination by replacement agreement

If the Owner obtains approval from the relevant planning authority for construction on the Land of a new development over the whole or a substantial part of the Land the Responsible Authority agrees to negotiate with the Owner a new agreement to give effect to the intent of this agreement but amended where necessary to reflect the nature of the new development. This agreement will end on registration of any such replacement agreement.

## 4.3 Agreement

This agreement may be terminated by the parties by written agreement.

## 5. Owner's covenants

The Owner covenants and agrees as follows:

### 5.1 Successors in title

The Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of all or part of the Land after this agreement commences and before it is registered at the Land Titles Office without first disclosing to its successors the existence and nature of this agreement.

### 5.2 Obligation to run with the Land

Any obligation imposed on it under this agreement takes effect as a covenant which is annexed to and runs at law and in equity with the Land. These obligations bind the Owner, its successors, assigns and transferees and the registered proprietor for the time being of the whole or any part of the Land.

### 5.3 Obligations of Owner in relation to Stadium link

The Owner:

- (a) must, subject to clause 5.4, ensure that the Stadium Link is open to and accessible for use by public pedestrian traffic and for maintenance works and everyday uses (as contemplated by clause 5.3(d) and (e)) 24 hours per day, 7 days per week excepting those times in respect of which the Owner seeks temporary exclusive use of the Stadium Link and the Responsible Authority provides its written consent to such use by the Owner. The Responsible Authority's consent in relation to this clause is not to be unreasonably withheld;
- (b) must, subject to clause 5.4, ensure that the Stadium Link is clear, clean and free from obstructions and impediments at all times with the exception of any landscaping works approved by the Responsible Authority;
- (c) bears all risk of loss or damage associated with the Stadium Link and releases to the full extent permitted by law the Responsible Authority and its employees, agents, licensees, contractors, sub-contractors and servants and all persons claiming through or under the Responsible Authority from all actions, claims, demands and losses of every kind resulting from any accident, damage, loss, death, injury, cost or expense occurring directly or indirectly in connection with the Stadium Link which is not caused directly or indirectly by a negligent act or omission of the Responsible Authority or their respective employees, consultants or agents.
- (d) must at its own cost keep and maintain the Stadium Link in a state of repair and condition which is consistent with the standard of maintenance adopted in respect of public areas in the general vicinity of the Land including but not limited to Harbour Esplanade and Docklands Park;

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**DAD030407C-6-7**



- (e) ensure that motor vehicles, other than emergency services vehicles or vehicles required to effect maintenance works in accordance with clause 5.3(d), are not permitted on the Stadium Link;
- (f) must ensure that the standard of lighting of the Stadium Link is maintained and operated in accordance with those parts of the Development Plan referable to the Stadium Link; and
- (g) must ensure that the standard of hard and soft landscaping on the Stadium Link is maintained in accordance with those parts of the Development Plan referable to the Stadium Link.

#### 5.4 Acknowledgments

The Responsible Authority acknowledges that the Owner may need to close the Stadium Link from time to time due to an emergency, or in order to effect repairs and maintenance procedures and as required to facilitate work on any new development over the whole or part of the Land.

#### 5.5 Registration

The Owner must do all things necessary to enable the Responsible Authority, in its discretion, to register this agreement with the Registrar of Titles in accordance with section 181 of the Act.

### 6. Responsible Authority's covenants

The Responsible Authority covenants and agrees that as soon as reasonably practicable after the ending of this agreement the Responsible Authority will make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this agreement on the Registrar.

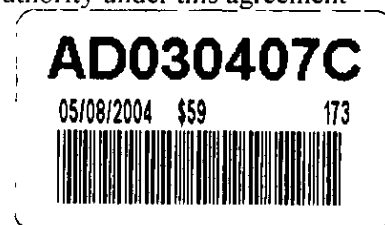
### 7. Agreement to be read in conjunction

This agreement is to be read in conjunction with the Section 173 Planning and Environment Act Agreement relating to Lot 1 on PS432271H and construed so that together they can provide a continuous public access way along the Stadium Links as defined in the agreements, from La Trobe Street to Harbour Esplanade.



### 8. Agreement to benefit successors

If any other person or entity replaces the Responsible Authority as the entity responsible for the municipal district of the Melbourne Docklands for the purpose of the *Local Government Act 1989* (Vic), the Owner and the Responsible Authority must as soon as possible do all things reasonably necessary to transfer the rights and obligations of the Responsible Authority under this agreement to the replacement person or entity.



### 9. General

#### 9.1 Proper law

This agreement is governed by and the parties to submit to the jurisdiction of the laws of the State of Victoria.

#### 9.2 General acknowledgment

The parties acknowledge that any obligation imposed upon the Responsible Authority under this agreement does not fetter the future exercise of any statutory discretion by the Responsible Authority and the provisions of this agreement must be read accordingly.

### 9.3 Further documents

The parties agree to do all things necessary to give effect to this agreement.

### 9.4 Reading down and severability

Part or all of any provision of this agreement that is illegal or unenforceable may be severed from this agreement and the remaining provisions of this agreement continue in force.

### 9.5 No waiver

The failure of a party at any time to require performance of any obligation under this agreement is not a waiver of that party's right:

- (a) to insist on performance of, or claim damages for breach of, that obligation unless that party acknowledges in writing that the failure is a waiver; and
- (b) at any other time to require performance of that or any other obligations under this agreement.



**AD030407C**

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## Schedule 1 - Stadium Link Plan

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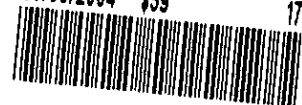


AD030407C-9-1

**AD030407C**

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# Signing page

EXECUTED as an agreement

The Common Seal of **SEVEN CUSTODIANS LIMITED** ABN 33 089 327 551 is affixed in accordance with its constitution in the presence of

Director / ~~Chief Executive Officer~~

**PETER JOSEPH LEWIS**

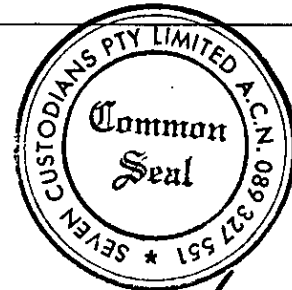
Name: (print)

The Common Seal of the **VICTORIAN URBAN DEVELOPMENT AUTHORITY** is affixed in accordance with the *Victorian Urban Development Authority Act 2003* in the presence of:

Director / Chief Executive Officer

**John Tabart**

Name: (print)



Director

**JUDITH ANNE HOWARD**

Name: (print)



Director

**Heben Hewett**

Name: (print)



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**AD030407C**

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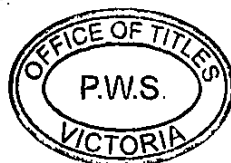


10	20	30	40	50	60	70	80	90	100	110	120	130	140	150
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# Application by a responsible authority for the making of a recording of an agreement

Section 181 Planning and Environment Act 1987

Form 18



P The coll and mai	<b>AG594741P</b>		
	29/06/2009	\$99.90	173
registers and indexes in the Victorian Land Registry.			

Lodged by:

Name: Minter Ellison  
Phone: (03) 8608 2000  
Address: 525 Collins Street, Melbourne, Victoria 3000  
Ref: DY ANS 30-5944744  
Customer Code: 0781Q

The 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: *(insert Volume and Folio reference) (if part only, define the part)*

Volume 10805 Folio 728

Authority: *(name and address)*

Minister for Planning of Level 9, 8 Nicholson Street, East Melbourne Victoria 3002

Section and Act under which agreement made:

Section 173 of the *Planning and Environment Act 1987* (Vic)

A copy of the Agreement is attached to this Application.

Signature for the Authority:

Name of Officer (print):

Jane Monk, Acting Director State Planning Services.

Date:

12.6.09.

**AG594741P**

29/06/2009 \$99.90 173



# Section 173 Planning & Environment Act agreement – Lot 2 PS432271H

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**MinterEllison**

L A W Y E R S

RIALTO TOWERS, 525 COLLINS STREET, MELBOURNE VIC 3000, DX 204 MELBOURNE  
TEL: +61 3 8608 2000 FAX: +61 3 8608 1000  
[www.minterellison.com](http://www.minterellison.com)

# Section 173 Planning & Environment Act agreement – Lot 2 PS432271H

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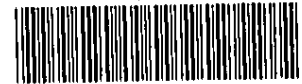
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## Information table

Date 20 JANUARY 2005

2004

## Parties

Name **Pacific Harbour Developments Pty Ltd (ACN 102 557 960)**  
 Short form name **Owner**  
 Notice details C/- Donald Cant Watts Corke Pty Ltd, Level 5, 126 Wellington Parade, East Melbourne in the State of Victoria

Name Kevin Love, A/Deputy Secretary, as delegated representative of the Minister for Planning  
 Short form name **Responsible Authority**  
 Notice details ~~Nauru House, 80 Collins Street, Melbourne in the State of Victoria~~  
 PO Box 500, East Melbourne

Name **VicUrban**  
 Short form name **VicUrban**  
 Notice details AFL House, 140 Harbour Esplanade, Docklands in the State of Victoria

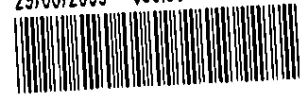
## Background

- A The Owner is or is entitled to be registered as proprietor of the Land.
- B The Owner has entered into an agreement with VicUrban to develop the Land.
- C A statement or certificate of environmental audit has been issued (or must be obtained by the Owner for the Land.

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# Agreement

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## 1 Definitions

In this agreement:

**Act** means the *Planning & Environment Act 1987* (Vic).

**Docklands Area** has the meaning given it in the *Docklands Authority Act 1991* (Vic).

**Land** means Lot 2 on plan of subdivision PS432271H (with an area of approximately 2,692m<sup>2</sup>) being part of the land contained in Certificate of Title volume 10494 folio 619 as shown in Annexure 1.

**Owner** includes the person who from time to time becomes registered or is entitled to be registered as the proprietor of the Land or any part of the Land.

**Planning Scheme** means the Melbourne Planning Scheme.

**State** means the Crown in right of the State of Victoria.

**VicUrban** means VicUrban established by the *Victorian Urban Development Authority Act 2003* (Vic) for the purpose of facilitating the development of the Docklands Area.

## 2 Section 173 Agreement

This agreement is made under section 173 of the Act to achieve or advance the objectives of planning in Victoria or the objectives of the Planning Scheme with the intent that the burden of the Owner's covenants run with the Land.

## 3 Commencement

This agreement will come into force and effect from the date of this agreement.

## 4 Ending of agreement

This agreement will end by agreement in writing between the parties.

## 5 Owner's covenants

### 5.1 Successors in title

The Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of all or part of the Land after execution of this agreement and before its registration at the Land Titles Office without first disclosing to its successors the existence and nature of this agreement.

### 5.2 Obligation to run with the Land

The Owner agrees that any obligation imposed on it under this agreement takes effect as a covenant which is annexed to and runs at law and in equity with the Land. These obligations bind the Owner, its successors, assigns and transferees and the registered proprietor for the time being of the whole or any part of the Land.

### 5.3 Registration

The Owner agrees to do all things necessary to enable the Responsible Authority, in its discretion, to register this agreement with the Registrar of Titles in accordance with section 181 of the Act.

### 5.4 Remediation

- (a) The Owner agrees that if, as part of any development on or of the Land, it is required or directed to undertake clean up or remediation measures including but not limited to removing, dispensing, destroying, disposing of, abating, neutralising or treating any pollutant, contaminant, waste, substance or environmental hazard in relation to the Land, or any part of it:
- (i) it will not make any claim or demand on the State in any of its capacities or VicUrban, its officers and agents in relation to any of the Owner's costs, expenses or losses incurred in taking the clean up or remediation measures; and
  - (ii) it will indemnify the State in all of its capacities and VicUrban its officers and agents against any claims or demands made by any person relating to the costs, expenses or losses of any such clean up or remediation measures.
- (b) Sub-clause (a) does not apply to the extent that the presence of any pollutant, contaminant, waste, substance or environmental hazard referred to in sub-clause (a) was caused or contributed to by VicUrban after 3 August 2004.

## 6. Responsible Authority's covenants

As soon as reasonably practicable after the ending of this agreement the Responsible Authority will make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this agreement on the Register.

## 7. General

### 7.1 Proper law

This agreement is governed by and the parties submit to the jurisdiction of the laws of the State of Victoria.

### 7.2 General acknowledgement

The parties acknowledge that any obligation imposed upon the Responsible Authority under this agreement does not fetter the future exercise of any statutory discretion by the Responsible Authority and the provisions of this agreement must be read accordingly.

### 7.3 Further documents

The parties agree to do all things and prepare and sign all further documents necessary to give effect to this agreement.

### 7.4 Dispute resolution

The parties agree and acknowledge that section 149A of the Act applies to any dispute or difference in anything required under this agreement to be done to the satisfaction of the Responsible Authority.

### 7.5 Notice

Any notice or document may be served on a party by:



Several handwritten signatures in black ink, including one that appears to be 'VicUrban'.

- (a) being left at or posted by prepaid letter addressed to the party at its address stated at the commencement of this agreement (or any other address which is notified from time to time) and is conclusively regarded as having been served at the expiration of 48 hours from the time of posting; or
- (b) by sending it by facsimile provided that it must be confirmed immediately in writing by the sending party by hand delivery or prepaid post and is deemed served on the next following business day unless the receiving party has requested retransmission before the end of that business day.

## 7.6 Reading down and severability

Part or all of any provision of this agreement that is illegal or unenforceable may be severed from this agreement and the remaining provisions of this agreement continue in force.

## 7.7 No waiver

The failure of a party at any time to require performance of any obligation under this agreement is not a waiver of that party's right:

- (a) to insist on performance of, or claim damages for breach of, that obligation unless that party acknowledges in writing that the failure is a waiver; and
- (b) at any other time to require performance of that or any other obligations under this agreement.

## 8. Costs

The Owner agrees to pay the reasonable costs of the Responsible Authority of and incidental to this agreement and its registration. If a dispute arises in relation to these costs, it may be referred to the costing service of the Law Institute of Victoria at the parties' cost. The parties agree to be bound by the costs as determined by the Law Institute of Victoria.

## 9. Interpretation

In this agreement unless the contrary intention appears:

- (a) A reference to any statute, regulation, proclamation, ordinance, planning scheme, by-law or local law includes all statutes, regulations, proclamations, ordinances, planning schemes, by-laws or local laws varying, consolidating or replacing them and a reference to a statute includes all regulations, proclamations, ordinances, planning schemes, by-laws and local laws issued under that statute.
- (b) the singular includes the plural and vice versa and words importing a gender include other genders;
- (c) words and expressions importing natural persons include partnerships, bodies corporate, associations, governments and governmental and local authorities and agencies;
- (d) a covenant or agreement on the part of two or more persons will bind them jointly and individually;
- (e) headings are for ease of reference only and do not affect the meaning of this agreement;
- (f) other grammatical forms of defined words or expressions have corresponding meanings; and

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g a reference to the Responsible Authority includes its successors and assigns (including its successors as responsible authority under the Act).



## Signing page

EXECUTED as an agreement

The official seal of VicUrban is affixed in accordance with the Victorian Urban Development Authority Act 2003 in the presence of.



Signature of director / chief executive officer

Name of director / chief executive officer (print)

Signed for and on behalf of the Minister for Planning by her delegated representative

Signature of witness

Name of witness (print)

The common seal of Pacific Harbour Developments ACN 102 557 960 is affixed in accordance with its articles of association in the presence of

Signature of director

Name of director (print)

Signature of director

Name of director (print)

Kevin Love, Acting Deputy Secretary, Built Environment, Department of Sustainability and Environment

Signature of director/company secretary  
(Please delete as applicable)

Name of director/company secretary (print)





# Annexure 1

## Plan of Subdivision

---

Annexure to Section 173 Planning & Environment Act  
agreement

Lot 2 PS432271H


**MinterEllison**

**L A W Y E R S**

31-JUL-2004 17:02 FROM VICURBAN

TO 086081344

P.02/05

<b>PLAN OF SUBDIVISION</b>		STAGE No.	LTD USE ONLY <b>EDITION</b>	PLAN NUMBER <b>PS 432271 H</b>
<b>LOCATION OF LAND</b>  PARISH: MELBOURNE NORTH  TOWNSHIP:  SECTION: 98  CROWN ALLOTMENT: 1 D ( PART )  CROWN PORTION:  LTD BASE RECORD: VICMAP DIGITAL PROPERTY  TITLE REFERENCES: VOL 10494 FOL 619  LAST PLAN REFERENCE/S: LOT 2 PS 431464B  POSTAL ADDRESS: 160 HARBOUR ESPLANADE <small>(At time of subdivision)</small> DOCKLANDS, VIC. 3008  A.M.G. Co-ordinates <small>(of approx centre of land in plan)</small> E 31900 N 5812500 ZONE: 55		<b>COUNCIL CERTIFICATION AND ENDORSEMENT</b>  COUNCIL NAME: DOCKLANDS AUTHORITY REF: 1. This plan is certified under Section 6 of the Subdivision Act 1988 2. This plan is certified under Section 11(7) of the Subdivision Act 1988 Date of original certification under Section 6. / / 3. This is a statement of compliance issued under Section 21 of the Subdivision Act 1988.  OPEN SPACE (i) A requirement for public open space under Section 18 of the Subdivision Act 1988 has / has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied at Stage _____  Council Delegate Council Seal Date / /  Re-certified under Section 11(7) of the Subdivision Act 1988. Council Delegate Council Seal Date / /		
<b>VESTING OF ROADS AND/OR RESERVES</b>				
IDENTIFIER		COUNCIL/BODY/PERSON		
NIL		NIL		
<b>NOTATIONS</b>				
DEPTH	LIBRARY ON 100 METRES BELOW THE SURFACE			
<b>PLANNING &amp; ENVIRONMENT ACT 1987</b>				
MELBOURNE PLANNING SCHEME Plan Referred to in <b>57DK/3/41</b>  Signed <u>G. A. L.</u> For and on behalf of the Date <u>6/2/04</u> Victorian Planning Authority		STAGING This is not a staged subdivision. Planning permit No.  ADDITIONAL PURPOSE OF PLAN:- (1) VARY THE WATER SUPPLY AND SEWERAGE EASEMENTS CREATED IN PLAN OF SUBDIVISION PS 431464B. (2) VARY THE DRAINAGE EASEMENT CREATED IN PLAN OF SUBDIVISION PS 431464B.  SURVEY. THIS PLAN IS <del>BASED</del> BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s) 205 IS PROCLAIMED SURVEY AREA No.		
E-Encumbrance Easement Authority Crown Grant A-Appurtenant Easement Sheet No. <u>1</u> of <u>1</u> sheets		INFORMATION in the Nature of an Easement or Other Encumbrance H-Recording Easement (road)		
AS CREATED ON PS 431464B APPLY TO THE LAND IN THIS PLAN				
Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of
E-1, E-2, E-3, E-4, E-5, E-6, E-14, E-15	WATER SUPPLY AND SEWERAGE	SEE PLAN	PS 431464B	CITY WEST WATER LTD
E-4, E-6, E-9, E-10, E-15	DRAINAGE	SEE PLAN	PS 431464B	LAND IN PS 431464B
E-6, E-7, E-8	WAY	SEE PLAN	PS 431464B	LOT 1 ON PS 431464B
E-2, E-3	WAY	SEE PLAN	THIS PLAN	LOTS 2 AND 3 ON THIS PLAN
E-12	FOOTWAY	SEE PLAN	THIS PLAN	LOT 2 ON THIS PLAN
E-3, E-4, E-5, E-10, E-11	LIGHT & AIR	SEE PLAN	THIS PLAN	LOT 1 ON THIS PLAN
E-11	DRAINAGE	SEE PLAN	THIS PLAN	LOT 1 ON THIS PLAN
E-14, E-5, E-16	UNDERGROUND POWERLINE	SEE PLAN	THIS PLAN	CITIPOWER PTY
E-17, E-9, E-14	CARRIAGEWAY	SEE PLAN	THIS PLAN	CITIPOWER PTY
A-1	WAY	SEE PLAN	PS 431464B	LOT 2 ON PS 431464B
RECEIVED <input type="checkbox"/> DATE: / /				
LTO USE ONLY STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT  LTO USE ONLY PLAN REGISTERED TIME DATE / /				
Assistant Registrar of Titles SHEET 1 OF 4 SHEET				
<b>MADIGAN SURVEYING</b>  96 MORAND ROAD HAWTHORN 3122 PH. 9619 9599 FAX 9618 2223 Email: jmm@madigan.com.au		LICENSED SURVEYOR NAME TIMOTHY J. BAIRD SIGNATURE DATE 02-07-2003 REF 1965-3) VERSION 04		
DATE / / COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A1				

AG594741P

173

29/06/2009 \$99.90





## PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 432271 H

AG594741P

29/06/2009 \$99.90

173



LA TROBE STREET

SEE SHEET 3  
FOR ENLARGEMENT

HARBOUR

ESPLANADE

PLANNING & ENVIRONMENT ACT, 1987  
SEE SHEET 1

MELBOURNE PLANNING SCHEME  
Plan Referred to in

Plan Referred to in

57 D K / 3 / 4

**Signed**

Signed \_\_\_\_\_  
Date 6/2/09 For and on behalf of the  
Victorian Urban Development  
Authority

Sheet No. 2 of 4 sheets.

MADIGAN



76 MORANG ROAD  
HANTHORN 3177

PH. 701.9 8599  
FAX 901.8 2322

**SURVEYING** [thomson@modcor.com.au](mailto:thomson@modcor.com.au)

SCALE

5 15 25 35 45 55 65

LENGTHS ARE IN METRES

ORIGINAL

SCALE, SHEET

1:750

**MEET**

47

LICENSED SURVEYOR

**SIGNATURE**

REF 1965-74

TIMOTHY J. BAIRD

DATE 02-07-2003

VERSION 04

SHEET 2 OF 4

DATE: / /

COINCIDENT DELEGATE SIGN



31-JUL-2004 17:03 FROM VICURBAN

TO 086081344

P.04/25

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 432271 H

LA TROBE STREET

SEE SHEET 2  
FOR CONTINUATION

AG594741P

29/06/2009 \$99.90 173



2  
2692m<sup>2</sup>

HARBOUR

ESPLANADE

PLANNING & ENVIRONMENT ACT, 1987

MELBOURNE PLANNING SCHEME  
Plan Referred to in

N 57DK/3/41

Signed

*P. A. L.*

Date

6/2/04

For and on behalf of the  
Victorian Urban Development  
Authority

Sheet No. ....3... of ....4... sheets.

MADIGAN

96 MORANG ROAD  
HAWTHORN 3122

PH. 9619 9899  
FAX 9618 2322

SURVEYING

EMAIL  
jim@madigan.com.au

SCALE

2 4 6 8

LENGTHS ARE IN METRES

ORIGINAL

SCALE

1:200

SHEET

SIZE

A3

LICENSED SURVEYOR

SIGNATURE

REF 1965-91

TIMOTHY J. BAIRD

DATE 02-07-2003

VERSION 04

SHEET 3 OF 4

DATE

COUNCIL DELEGATE SIGNATURE

SEE SHEET 2  
FOR CONTINUATION

6701m<sup>2</sup>

294°38'  
(19.62)  
R130

(53.19)  
254°29'20"

E-1  
339°36'

E-2  
8.02

E-3  
64°36'

E-4  
69°36'

E-5  
134.35

E-6  
(10.19)

E-7  
3.65

E-8  
1.07

E-9  
1.07

E-10  
1.07

E-11  
1.07

E-12  
6.05

E-13  
1.07

E-14  
1.07

E-15  
1.07

E-16  
1.07

E-17  
1.07

E-18  
1.07

E-19  
1.07

E-20  
1.07

15-JUL-2004 17:03 FROM VICURBAN

TO 086081344

P.05/05

# PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 432271 H

SEE SHEET 2  
FOR CONTINUATION

670m<sup>2</sup>

HARBOUR

ESPLANADE



PLANNING & ENVIRONMENT ACT 1987

MELBOURNE PLANNING SCHEME  
Plan Referred to in

57DK/3/41

Signed

*G. A. L.*

For and on behalf of the  
Date 6/2/04 Victorian Urban Development  
Authority

Sheet No. 4 of 4 sheets.

MADIGAN

24 MORANG ROAD  
HAWTHORN 3122

PH. 9619 9999

FAX 9619 2222

EMAIL

pm@madigan.com.au

SURVEYING

SCALE

0 4 8

LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET  
SIZE

1:200

A3

LICENSED SURVEYOR

SIGNATURE

REF 1965-31

TIMOTHY J. BAIRD

DATE 02-07-2003

VERSION 04

SHEET 4 OF 4 SH

DATE

CHIEF DELEGATE EVALUATOR  
TOTAL PL

AG594741P

29/06/2009 \$99.90 173





Assistant Registrar of Titles  
**W944159H**  
280700 1504 MISC  
**W944159H**  
280700 1504 MISC \$59

**Application by Docklands Authority  
for the making of a recording of an agreement  
Section 165 Building Act 1993**

Lodged at the LAND TITLES OFFICE by:

Name: MADDOCK LONIE & CHISHOLM  
Phone: (03) 9288 0555  
Address: Level 7, 140 William Street, Melbourne, Victoria, 3000  
Ref: GJC:BJN:696265 Customer Code:1167E

The Docklands Authority having made an agreement requires a recording to be made in the Register for the land.

Land: Certificate of Title Volume 10494 Folio 619

Authority: Dockland Authority, Level 38 Rialto South Tower, 525 Collins Street, Melbourne, Vic 3000

Section and Act under which agreement made: Section 163 *Building Act 1993*

A copy of the agreement is attached to this application

Date: 26/7/2000

Signature for the Authority:

Name of officer:

Office held:

.....  
PETER ANDERSON  
.....  
CITY MANAGER.  
.....

17/1/02

DW944159H-1-8

# Agreement

Date: 19 July 2000

**SEVEN CUSTODIANS PTY LTD ACN 089 327 551**

("the Owner")

and

**DOCKLANDS AUTHORITY**

("the Authority")



**W944159H**  
280700 1504 MISC



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9. TERMINATION AND VARIATION OF THIS AGREEMENT	6
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DW944159H-3-2

**W944159H**  
280700 1504 MISC



**AGREEMENT MADE AT MELBOURNE ON**



**2000**

**BETWEEN:** **SEVEN CUSTODIANS PTY LTD ACN 089 327 551** of Level 13, 1 Pacific Highway, North Sydney, New South Wales 2060 ("the Owner")

**AND** **DOCKLANDS AUTHORITY** of Level 38, South Tower, Rialto Buildings, 525 Collins Street, Melbourne, Victoria 3000 ("the Authority")

**RECITALS:**

- A. The Owner is entitled to be the registered proprietor of the Land.
- B. The Authority is a reporting authority for the purposes of the Act.
- C. The Owner made application to the Building Appeals Board ("the Board") pursuant to Section 160(2) of the Act for a Determination that a provision of the Building Regulations does not apply.
- D. The nature of the Determination sought was in respect of *Performance Requirement CP2* of the BCA, inter alia, *Deemed to Satisfy Provision C3.2*

*"to permit the external wall of the car park of the Channel 7 building abutting the stadium as shown on the plans to be constructed without a fire rating to the external wall".*

- E. In accordance with the Determination of the Board made on 11 November 1999 the Board approved the application subject to the Owner of the Land entering into an agreement with the Authority under section 163 of the Act in accordance with the requirements of the Board's Determination. A copy of that Determination is attached to this Agreement as Annexure "A" ("the Determination").
- F. The parties have agreed that without limiting or restricting their respective powers to enter into this Agreement and insofar as it can be so treated, this Agreement is made pursuant to Section 163 of the Act.

**W944159H**  
280700 1504 MISC



## THE PARTIES AGREE:

### 1. DEFINITIONS



In this Agreement the terms and words set out in this clause shall have the following meaning unless otherwise indicated by the context:

"Act" means the *Building Act* 1993.

"Agreement" or "this Agreement" means this agreement and any amending or supplementary agreement executed by the parties to this agreement and expressed to amend or be supplemental to this agreement as the case may be.

"BCA" means the Building Code of Australia.

"Board" means the Building Appeals Board established under section 166 of the Act.

"Building Regulations" means the Building Regulations 1994.

"Building Works" means the buildings and works associated with the construction of the Car Park, and in particular, the construction of the external wall of the Car Park in the proximity of the external wall of the Stadium Building.

"Car Park" means the car park of the Channel 7 Building of 2 levels as shown on the Plan.

"external wall of the Stadium Building" means the external wall of the Stadium Building as shown on the Plans.

"FRL" or "Fire Resistance Level" has the meaning in Part A1 of the BCA and is determined in accordance with Specification A2.3 of the BCA.

"Land" means the land situated in Footscray Road, Melbourne 3000 described in Certificate of Title Vol. 10494 Fol. 619.





"Occupancy Permit" means a permit issued pursuant to Section 43 of the Act.

"Plan" means the Plans of the car park produced by Buchan Laird & Bowden (Vic) Pty Ltd having Drawing Nos. ACD 200 (Rev.6), ACD 201 (Rev. 2), ACD 502 (Rev. 2), ACD 602 (Rev. 2) and ACD 605 (Rev. 2), attached to this Agreement as Annexure "B".

## 2. INTERPRETATION IN THIS AGREEMENT

In this Agreement:



- (a) headings are for convenience only and do not affect interpretation;
- (b) the singular includes the plural and the plural includes the singular;
- (c) reference to a gender includes a reference to each other gender;
- (d) reference to a person includes reference to an individual, the estate of an individual, a body politic, a corporation and a statutory or other authority or association (incorporated or unincorporated): and

unless the context indicates a contrary intention:

- (e) references to parties, clauses, sub-clauses, schedules and annexures are references to parties, clauses, sub-clauses, schedules and annexures to or of this Agreement and a reference to this Agreement includes any schedule or annexure;
- (f) references to any person or to any party to this Agreement include that persons or that parties executors, administrators and permitted assigns;
- (g) where any word or phrase is given a defined meaning, any other part of speech grammatical form in respect of the word or phrase has a corresponding meaning;



(h) reference to a statute shall include any statutes, amending, consolidating or replacing same and any regulations made under such statutes;

(i) this Agreement shall be governed by the laws of the State of Victoria.

### 3. AGREEMENT UNDER SECTION 163 OF THE ACT

The parties have agreed that without limiting or restricting their respective powers to enter into this Agreement and insofar as it can be so treated, this Agreement is made pursuant to Section 163 of the Act.

### 4. COMMENCEMENT OF THIS AGREEMENT



4.1 This Agreement shall come into force and effect as from the date of execution of it by the parties and the benefit and the burden of this Agreement shall run with and be annexed to the Land.

4.2 The modifications/variations granted by the Determination shall have no force and effect unless this Agreement is entered into prior to the issue of the Occupancy Permit for the Car Park.

4.3 The parties have agreed that the burden of any covenant in the Agreement, whether positive or negative, runs with the Land, even though there may be no land benefited by the covenant and that the covenant may be enforced as a restrictive covenant and binds the Owner of the Land and the Owner's successors in title.

### 5. SUCCESSORS IN TITLE

5.1 Without limiting the operation or effect which this Agreement has, the Owner shall ensure that its successors in title to the Land:

(a) give effect to and do all acts and sign all documents as may be required to give effect to this Agreement; and



- (b) execute under seal a Deed agreeing to be bound by the terms of this Agreement and upon such execution this Agreement shall continue as if executed by such successors as well as by the parties to this Agreement as if the successors' names appeared in each clause in which the name of the Owner appears and in addition to the name of the Owner.

5.2 The conditions of this clause 5 shall end upon a memorandum of this Agreement being recorded on the Certificate of Title to the Land in accordance with Section 165 of the Act.

6. **COVENANTS OF THE OWNER**



The Owner with the intent that the burden of its covenants under this Agreement shall run with the Land, covenants and agrees with the Authority that the Owner shall ensure that, in the case of the external wall of the Stadium Building being altered so that the FRL is reduced below 120/120/120, the external wall of the Car Park in proximity to the external wall of the Stadium Building is to be made to comply with the Building Regulations prevailing at the time of the alteration.

7. **COVENANTS OF THE AUTHORITY**

The Authority covenants and agrees that it will without delay following the commencement of this Agreement:

- (a) lodge a copy of the Agreement with the Board in accordance with Section 165(1)(a) of the Act; and
- (b) have a record or memorial of the Agreement (as the case may be) registered on the title or memorial to the Land.

**W944159H**  
280700 1504 MISC





## 8. COSTS

The Owner will pay on demand to the Authority the Authority's proper and reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution and registration at the Land Titles Office of this Agreement.

## 9. TERMINATION AND VARIATION OF THIS AGREEMENT

9.1 The parties agree that the Agreement shall lapse upon the happening of one of the following events, which ever event occurs first:

- (a) the demolition or removal of the Building Works;
- (b) the Owner completing the Owner's obligations under this Agreement; or
- (c) the external wall of the Car Park in proximity to the external wall of the Stadium Building being brought into conformity with the Building Regulations prevailing at the time of the alteration.

9.2 Otherwise than by the happening of one of the events described in Clause 9.1, the Agreement shall not be terminated or varied unless with approval of the Board in accordance with Section 164 of the Act.

9.3 For the purposes of determining whether the Agreement has lapsed in accordance with Clause 9.1, the external wall of the Car Park in proximity to the external wall of the Stadium Building is not considered to be brought into conformity with the Building Regulations by reason only of a building surveyor exercising a discretion under Regulation 3.2 or 5.7 of the Building Regulations.

**W944159H**  
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## **10. OBLIGATIONS OF THE PARTIES FOLLOWING TERMINATION OF THIS AGREEMENT**

10.1 The Owner agrees to notify the Authority in writing if one of the events described in Clause 9.1 occurs. Such notification shall be given within 21 days of the event occurring and shall include information demonstrating the happening of one of the events together with any document required to be signed by the Authority in order to remove the Agreement from the Certificate of Title.

10.2 The Authority agrees that within 21 days of being notified of an event in accordance with Clause 10.1 it will give notice to the Board that the Agreement is terminated and will execute any document required to remove the Agreement from the Certificate of Title that has been provided to it in accordance with Clause 10.1 and return such document to the Owner.

## **11. GENERAL**

### **11.1 Notices**



(a) A notice or other communication required to be given under this Agreement shall be in writing and may be given:

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

(b) A notice or other communication is deemed given:

- (i) if delivered, on the next following business day;
- (ii) if posted, on the expiration of two business days after the date of posting;

**W944159H**  
280700 1504 MISC



- (iii) if sent by facsimile, on the next following business day unless the receiving party has requested re-transmission before the end of that business day. In the event that re-transmission has been requested, the facsimile will be deemed given on the next following business day after re-transmission.

## **11.2 Further Assurance**

Each of the parties to this Agreement shall respectively sign and execute all further documents and deeds and do all acts and things as the other parties shall reasonably require for completely effecting this Agreement.

## **11.3 Severability**

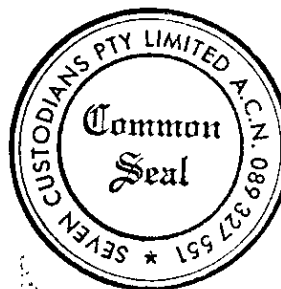
If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it shall be severed and the other provisions of this Agreement shall remain operative.

**EXECUTED BY THE PARTIES ON THE DATE SET OUT AT THE TOP OF PAGE 1 OF THIS AGREEMENT**



**EXECUTED** as a Deed.

**THE COMMON SEAL** of )  
**SEVEN CUSTODIANS PTY LTD ACN** )  
**089 327 551** was affixed by the authority of )  
the Board of Directors in the presence of: )



The authorised person:

.....  
Sole Director

.....  
Sole Company Secretary

Full Name:

Usual Address:

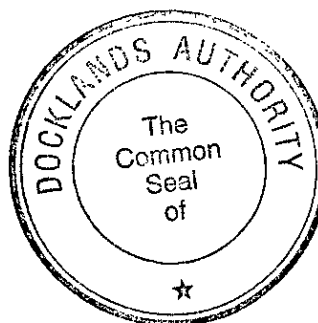


**THE COMMON SEAL** of )  
**DOCKLANDS AUTHORITY** was affixed )  
in accordance with the *Dockland Authority* )  
*Act 1991* in the presence of: )

The authorised person:

.....  
Board Member

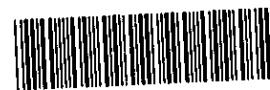
.....  
~~Board Member~~ Chief Executive Officer



Full Name:

Usual Address:

**W944159H**  
280700 1504 MISC



**ANNEXURE "A"**



**DW944159H-13-9**

**W944159H**  
280700 1504 MISC





**Building Act 1993**

**VICTORIA**

## **DETERMINATION OF THE BUILDING APPEALS BOARD**

### **Application for Determination of the Building Regulations 1994**

<b>Municipality</b>	Melbourne, City of
<b>Project</b>	Docklands
<b>Site Address#</b>	Footscray Road Melbourne 3000
<b>Applicant</b>	Boulderstone Hornibrook
<b>Class of Building</b>	5, 7, 9b
<b>Regulation/s to be Determined</b>	CP2

**W944159H**  
280700 1504 MISC \$59



### **Nature of Determination/s Sought**

1. CP2, inter alia C3.2  
To permit the external wall of the carpark of the Channel 7 building abutting the stadium as shown on the plans to be constructed without a fire rating to the external wall.

### **Decision/s of the Panel**

1. Approved (pursuant to Section 160 of the Building Act 1993) subject to a Section 163 agreement being entered into as follows:-
  - (a) The owner of the land shall enter into an agreement with the Docklands Authority.
  - (b) The Docklands Authority is directed to enter into the agreement specified above.
  - (c) The owner shall in the case of the external wall of the adjoining building in the proximity of the subject carpark being altered so that the FRL is reduced the external wall of the carpark is to be made to comply with the building regulations at the time
  - (d) The agreement shall -
    - be under seal;
    - recite this determination in full or have attached to it a copy of this determination;
    - precisely describe the land to which the agreement applies and, if the owner's
    - require the owner of the land to pay the reasonable costs incurred by the Docklands Authority in relation to the agreement (including the Titles Office fees);



**DW944159H-14-7**

Building Act 1993

VICTORIA

## DETERMINATION OF THE BUILDING APPEALS BOARD

- describe the owner's obligations in accordance with this determination;
- provide for the agreement to lapse upon:
  - the demolition or removal of the building work,
  - the owner completing the owner's obligations, or
  - the building being brought into conformity with the building regulations prevailing at the time



**(whichever event occurs first);**

- provide that, otherwise than by one of the events described above, the agreement shall not be terminated or varied unless with the approval of the Board;
  - specify that, for the purposes of determining whether the agreement lapses, the building is not considered to be brought into conformity with the building regulations by reason only of a building surveyor exercising a discretion under regulations 3.2 or 5.7 of the building regulations;
  - specify that the burden of any covenant in the agreement (whether positive or negative) runs with the land, even though there may be no land benefited by the covenant and that the covenant may be enforced as a restrictive covenant and binds the owner of the land and the owner's successors in title.
- (e) The modification(s) or variation(s) hereby granted shall have no force or effect unless the agreement specified above is entered into prior to the issue of the occupancy permit.
- (f) The Docklands Authority must -
- lodge a copy of the agreement with the Board;
  - give notice to the Board if the agreement lapses;
  - enter a record or memorial of the agreement (as the case may be) on the title or memorial to the land.

**W944159H**  
280700 1504 MISC \$59



**Building Act 1993**

**VICTORIA**

## **DETERMINATION OF THE BUILDING APPEALS BOARD**

**Panel Members**

**Date of Hearing** 11-11-99

S Ryan, R Brown, P England, R Papageorge

  
\_\_\_\_\_  
**Chairperson, Building Appeals Panel**

  
\_\_\_\_\_  
**Registrar**

**Date signed:** 11 / 11 / 99

**OFFICE USE Ref: CON : 426497**



DW944159H-16-3

**W944159H**  
280700 1504 MISC \$59



**ANNEXURE "B"**

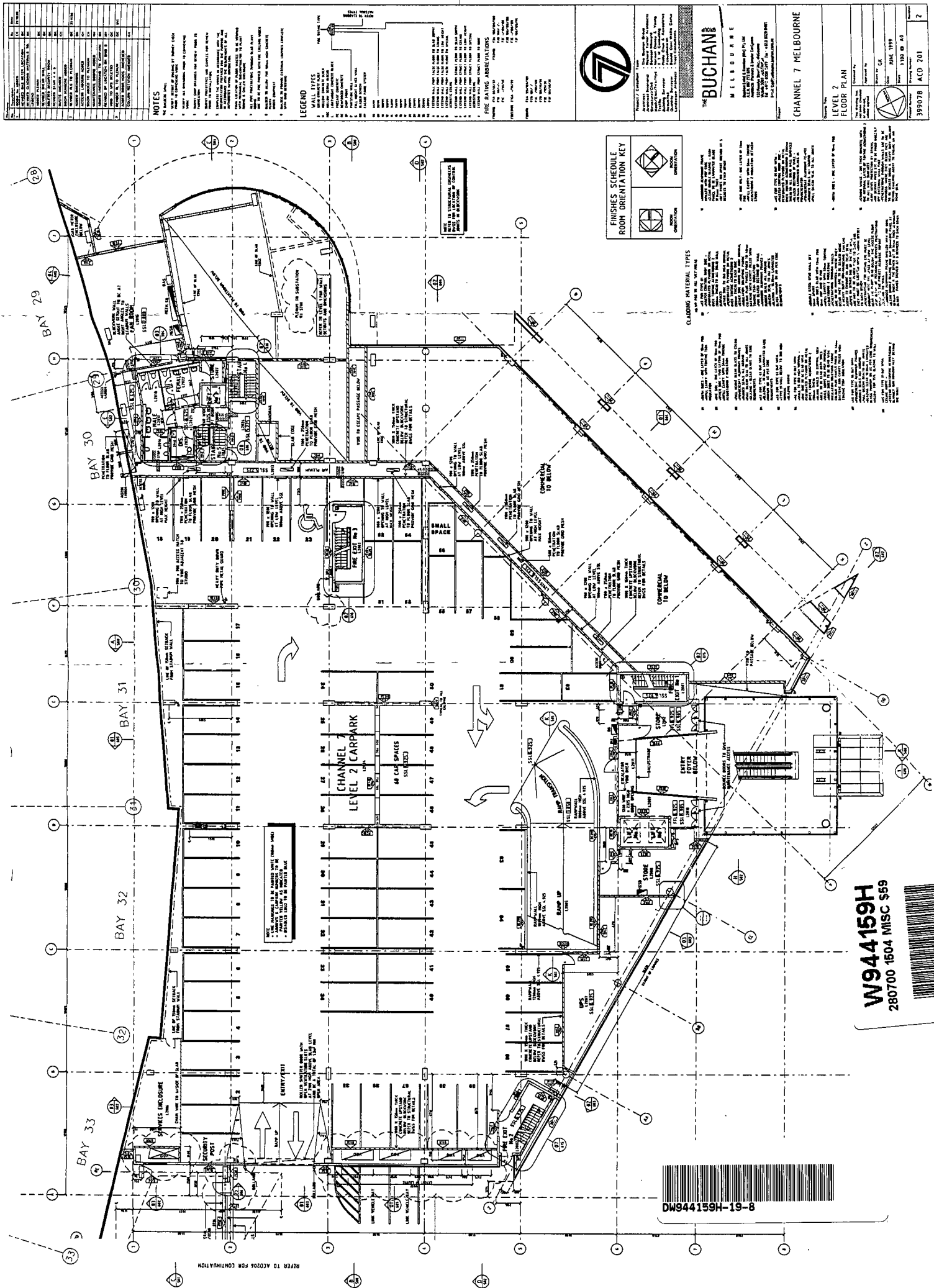


**DW944159H-17-1**

**W944159H**  
280700 1504 MISC \$59















**THE BUCHANAN GROUP**

MELBOURNE

CHANNEL 7 MELBOURNE



WALL DETAIL SECTION

01 SECTION  
200/201/202/203

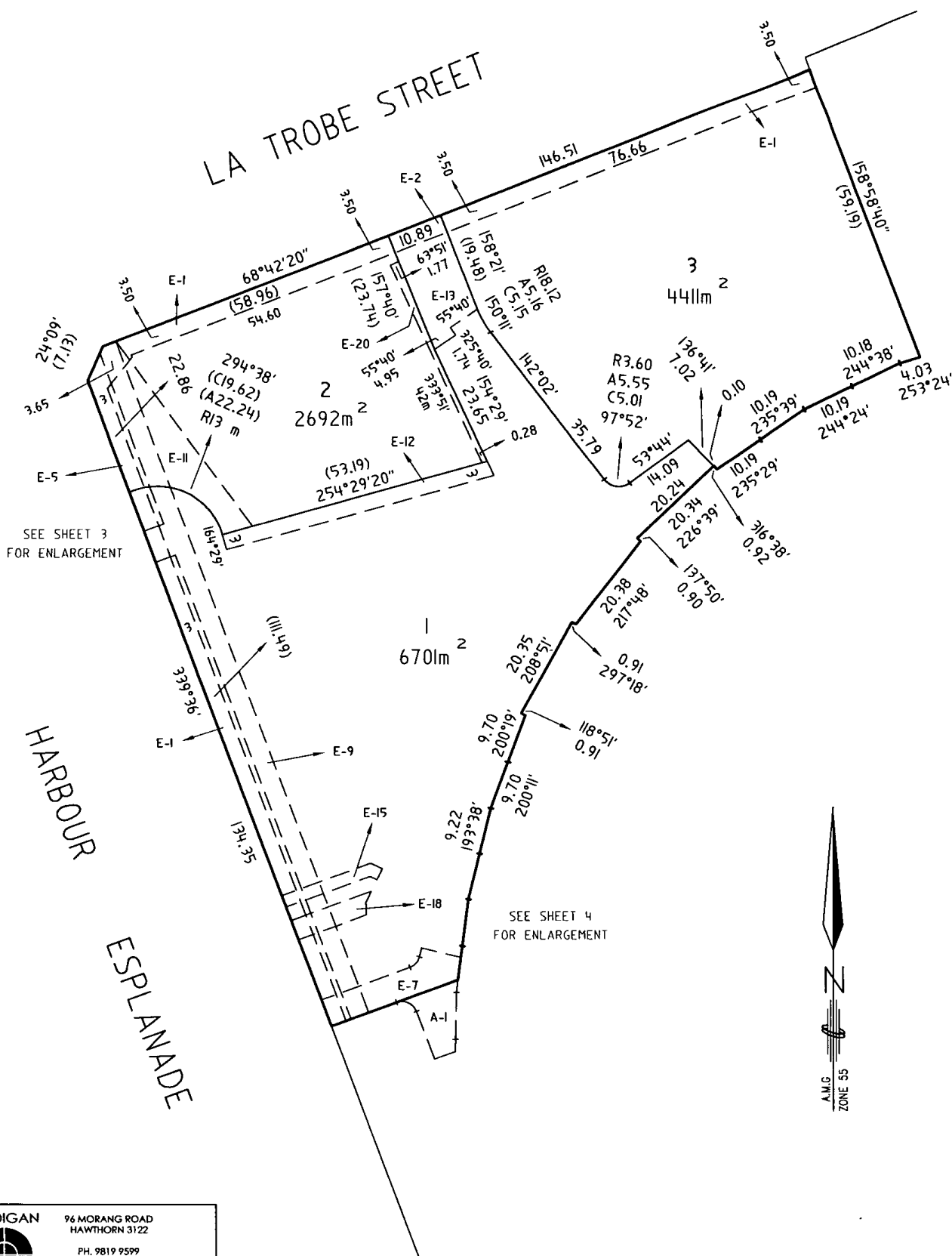
SECTION 04202

SECTION  
202  
03

SCALE 1 TO 10

<b>PLAN OF SUBDIVISION</b>		STAGE No.	LTO USE ONLY <b>EDITION</b>	PLAN NUMBER <b>PS 432271 H</b>
<b>LOCATION OF LAND</b>  PARISH: MELBOURNE NORTH  TOWNSHIP:  SECTION: 98  CROWN ALLOTMENT: 1 D ( PART )  CROWN PORTION:  LTO BASE RECORD: VICMAP DIGITAL PROPERTY  TITLE REFERENCES: VOL 10494 FOL 619  LAST PLAN REFERENCE/S: LOT 2 PS 431464B  POSTAL ADDRESS: 160 HARBOUR ESPLANADE (At time of subdivision) DOCKLANDS, VIC. 3008  AMG Co-ordinates (of approx centre of land in plan) E 319100 N 5812500 ZONE: 55		<b>COUNCIL CERTIFICATION AND ENDORSEMENT</b>  COUNCIL NAME: VICTORIAN URBAN DEVELOPMENT AUTHORITY REF: 57DK/3/41 (2735)  1. This plan is certified under Section 6 of the Subdivision Act 1988 <del>2. This plan is certified under Section 11(7) of the Subdivision Act 1988</del> <del>Date of original certification under Section 6.</del>  3. This is a statement of compliance issued under Section 21 of the Subdivision Act 1988.  OPEN SPACE (i) A requirement for public open space under Section 18 of the Subdivision Act 1988 <del>has</del> / has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage .....  Council Delegate <del>Council Seal</del> Date 13 / 4 / 04  Re-certified under Section 11(7) of the Subdivision Act 1988.  Council Delegate Council Seal Date / /		
<b>VESTING OF ROADS AND/OR RESERVES</b>				
IDENTIFIER		COUNCIL/BODY/PERSON		
NIL		NIL		
<b>NOTATIONS</b>				
DEPTH LIMITATION 100 METRES BELOW THE SURFACE		STAGING This <del>is</del> is not a staged subdivision. Planning permit No. 57/DK/3/41		
		ADDITIONAL PURPOSE OF PLAN:- (1) VARY THE WATER SUPPLY AND SEWERAGE EASEMENTS CREATED IN PLAN OF SUBDIVISION PS 431464B. (2) VARY THE DRAINAGE EASEMENT CREATED IN PLAN OF SUBDIVISION PS 431464B. GROUNDS FOR VARIATION OF WATER SUPPLY AND DRAINAGE EASEMENTS CREATED BY PLAN OF SUBDIVISION PS 431464B VIDE PLANNING PERMIT No. 57DK/3/41  SURVEY. THIS PLAN IS <del>IS NOT</del> BASED ON SURVEY  THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s) 205 IN PROCLAIMED SURVEY AREA No.		
<b>EASEMENT INFORMATION</b>				LTO USE ONLY
<b>LEGEND</b> E-Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A-Appurtenant Easement R-Encumbering Easement (Road)				STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT
<b>IMPLIED EASEMENTS UNDER SECTION 12(2) OF THE SUBDIVISION ACT 1988</b> AS CREATED ON PS 431464B APPLY TO THE LAND IN THIS PLAN SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN				RECEIVED <input checked="" type="checkbox"/>  DATE: 25 / 5 / 04
Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1, E-2, E-3, E-4, E-5 E-6, E-14, E-17, E-21 E-4, E-8, E-9, E-10 E-16, E-19, E-21	WATER SUPPLY AND SEWERAGE	SEE PLAN	PS 431464B	CITY WEST WATER LTD
	DRAINAGE	SEE PLAN	PS 431464B	LAND IN PS 431464B
E-4, E-8, E-9, E-10 E-16, E-19, E-21	DRAINAGE	SEE PLAN	THIS PLAN (See Section 19A Docklands Act 1991)	VICTORIAN URBAN DEVELOPMENT AUTHORITY
E-6, E-7, E-8 E-2, E-13	WAY	SEE PLAN	PS 431464B	LOT 1 ON PS 431464B
E-12	WAY	SEE PLAN	THIS PLAN	LOTS 2 AND 3 ON THIS PLAN
E-3, E-4, E-5, E-10, E-11	FOOTWAY	SEE PLAN	THIS PLAN	LOT 2 ON THIS PLAN
E-11, E-20	LIGHT & AIR	SEE PLAN	THIS PLAN	LOT 1 ON THIS PLAN
E-14, E-15, E-16	DRAINAGE	SEE PLAN	THIS PLAN	LOT 1 ON THIS PLAN
	UNDERGROUND POWERLINE	SEE PLAN	THIS PLAN (See Section 88 Electricity Industry Act 2000)	CITIPOWER PTY
E-17, E-18, E-19 A-1	CARRIAGEWAY	SEE PLAN	THIS PLAN	CITIPOWER PTY
	WAY	SEE PLAN	PS 431464B	LOT 2 ON PS 431464B
<b>MADIGAN</b>  SURVEYING 96 MORANG ROAD HAWTHORN 3122 PH 9819 9599 FAX 9818 2322 EMAIL jmsur@madigan.com.au				LTO USE ONLY  PLAN REGISTERED TIME 10:30am DATE 3 / 6 / 04   Assistant Registrar of Titles
LICENSED SURVEYOR  SIGNATURE  REF 1965-31		NAME TIMOTHY J. BAIRD  DATE 19-03-2004  VERSION 05		DATE / /  COUNCIL DELEGATE SIGNATURE  ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 432271 H



**MADIGAN**  
96 MORANG ROAD  
HAWTHORN 3122  
PH. 9819 9599  
FAX 9818 2322  
EMAIL  
jfmur@madigan.com.au

SCALE

15 7.5 0 7.5 15 22.5 30

LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET SIZE

1:750 A3

LICENSED SURVEYOR

SIGNATURE

REF 1965-31

TIMOTHY J. BAIRD

DATE 19-03-2004

VERSION 05

SHEET 2 OF 4 SHEETS

DATE / /

COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 mm

# PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 432271 H

LA TROBE STREET

SEE SHEET 2  
FOR CONTINUATION

HARBOUR

ESPLANADE



2  
2692m<sup>2</sup>

1  
6701m<sup>2</sup>

MADIGAN

96 MORANG ROAD  
HAWTHORN 3122

PH. 9819 9599  
FAX 9818 2322

EMAIL

jfmsur@madigan.com.au

SURVEYING

SCALE

4 2 0 2 4 6 8

LENGTHS ARE IN METRES

ORIGINAL

SCALE

1:200

SHEET

SIZE

A3

LICENSED SURVEYOR

SIGNATURE

REF 1965-31

TIMOTHY J. BAIRD

DATE 19-03-2004

VERSION 05

SHEET 3 OF 4 SHEETS

DATE / /

COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 mm

