

Register Search Statement - Volume 11950 Folio 750

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

VOLUME 11950 FOLIO 750

Security no : 124089906825T
Produced 14/05/2021 12:23 PM

LAND DESCRIPTION

Lot S5 on Plan of Subdivision 814484L.
PARENT TITLE Volume 11811 Folio 435
Created by instrument PS814484L 19/01/2018

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
BALMORAL QUAY PTY LTD of LEVEL 2 650 CHAPEL STREET SOUTH YARRA VIC 3141
PS814484L 19/01/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AN244658U 04/11/2016
NATIONAL AUSTRALIA BANK LTD

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

AGREEMENT Section 173 Planning and Environment Act 1987
AQ458208J 17/11/2017

AGREEMENT Section 173 Planning and Environment Act 1987
AQ575566B 21/12/2017

DIAGRAM LOCATION

SEE PS814484L 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: 1 HARBOURSIDE DRIVE RIPPLESIDE VIC 3215

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LIMITED
Effective from 19/01/2018

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS814484L

DOCUMENT END

The information supplied has been obtained by SAI Global Property Division Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA[®] System. Delivered at 14/05/2021, for Order Number 68082985. Your reference: P0022457.

AQ458208J

Application by a responsible authority for the recording of an agreement

Section 181 **Planning and Environment Act 1987**

Form 21

Lodged by:

Name: *City of Greater Geelong*

Phone:

Address:

Ref:

Customer code: *9866 H*

Privacy Collection Statement
The information from this form is collected by the Registrar of Titles under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes. *R*

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

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

Certificate of Title Volume 11811 Folio 435

Responsible authority: *(name and address)*

Greater Geelong City Council, 30 Gheringhap Street, GEELONG, VIC 3220

Section and Act under which agreement made:

Section 173 Planning and Environment Act 1987

A copy of the agreement is attached to this application:

Signature for the responsible authority: *M Garrett*

Name of officer: *Melissa Anne Garrett*
Co-ordinator Statutory Planning

Date:

AQ458208J

Date 12/10/2017

Section 173 Agreement

Subject Land: The land at 43 Liverpool Street, Rippleside

Greater Geelong City Council
and

Balmoral Quay Pty Ltd
(ACN 602 240 399)

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Section 173 Agreement

Dated / /

Parties

Name	Greater Geelong City Council
Address	30 Gheringhap Street, Geelong VIC 3220
Short name	Council

Name	Balmoral Quay Pty Ltd ACN 602 240 399
Address	c/- Gersh Investment Partners, Level 2, 650 Chapel Street, South Yarra VIC 3141
Short name	Owner

Background

- A. The Owner is the registered proprietor of the subject land.
- B. Council issued the Development Permit which allows for the development and use of the subject land for a convenience shop, restricted recreation facility, marina and more than 98 dwellings.
- C. Condition 1 of the Development Permit requires the Owner to enter into an agreement pursuant to section 173 of the Act. Condition 1 provides as follows:

Before the development starts, the owner must enter into an agreement with the Responsible Authority made pursuant to Section 173 of the Planning and Environment Act 1987 to provide the following:

- (a) *The staging construction and maintenance of the pedestrian waterside link, including the rock revetment and other public works authorised by this permit. The pedestrian link must be constructed generally in accordance with the link shown on the Landscape Concept Plan Drawing No. RCTTPLP00 submitted with the application and dated February 2004.*
- (b) *An appropriate contribution towards the cost of the construction of road, drainage and other infrastructure on the land as required by the Responsible Authority and other relevant statutory authorities to implement the requirements of the conditions of this permit.*
- (c) *An appropriate contribution towards the cost of construction of road facilities to accommodate traffic requirements resulting from the approved development.*

- (d) *A contribution to cover the reasonable cost of the design and construction of a left turn at the intersection of Melbourne Road and Liverpool Street to provide for left turning vehicles traveling south along Melbourne Road to enter Liverpool Street and make their way to the development site.*
- (e) *The permit holder/owner shall be responsible for the maintenance of the swing bridge for the life of this infrastructure. The agreement shall be worded such that this obligation transfers to the body corporate for the development site at the completion of all development works.*
- (f) *Maintenance agreements for private and public areas within the development.*

Before works commence on site, application must be made to the Registrar of Titles to register the Section 173 agreement on the title to the Land under Section 181 of the Act. The owner under this permit must pay the reasonable costs of the preparation, execution and registration of the Section 173 Agreement.

- D. On 16 December 2008, Council and Trendcorp Pty Ltd (then, the registered proprietor of the subject land) entered into an agreement (**Original Agreement**) pursuant to section 173 of the Act in compliance with condition 1 of the Development Permit. The Original Agreement was not recorded in the Register.
- E. The Owner is now the registered proprietor of the subject land and has obtained Council's consent to amend the plans endorsed under the Development Permit including in relation to the public works to be undertaken on unreserved Crown land adjacent to the subject land pursuant to the CMA Approval and the Development Plan.
- F. In light of this background, Council and the Owner have agreed to enter into this Agreement pursuant to section 173 of the Act to give effect to condition 1 of the Development Permit.
- G. The subject land is encumbered by Mortgage No. AN244658U in which National Australia Bank Limited is registered as the mortgagee. National Australia Bank Limited, as evidenced by its consent on the attestation pages, consents to this Agreement.

The Parties Agree

1. Definitions

In this Agreement unless expressed or implied to the contrary:

Act means the Planning and Environment Act 1987.

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

business day means Monday to Friday excluding public holidays in Victoria.

CMA Approval means an approval granted under the Coastal Management Act 1995 (Vic) as amended from time to time allowing the Owner to undertake the Public Works on unreserved Crown land adjacent to the subject land, a copy of which as at the date of this Agreement is attached at *Annexure 2*.

Council means the Greater Geelong City Council in its capacity as:

(a) the authority responsible for administering and enforcing the Planning Scheme; and

(b) a municipal council within the meaning of the Local Government Act 1989,

and includes its agents, officers, employees, servants, workers, contractors and any subsequent person or body which is the responsible authority or municipal council.

Development Agreement means the development agreement between the Owner and the Minister dated 23 February 2016 regarding the carrying out of the Public Works. A copy of the Development Agreement is available from Council and the Owner as at the date of this Agreement upon giving reasonable notice.

Development Permit means planning permit no. 647/2004/A issued by Council on 28 February 2005 in respect of the subject land, including the plans endorsed under it, as amended from time to time.

Leased Landscape Area means the areas marked *Soft Plantings Area – Stage 1, Soft Plantings Area – Stage 2, Soft Plantings Area – Stage 3 and Soft Plantings Area – Stage 4* on the plan attached to this Agreement as *Annexure 3*.

Marina Berths means the marina berths to be constructed within the premises under the Seabed Lease authorised under the CMA Approval and the Development Agreement.

Masterplan means the document entitled "Rippleside Masterplan" or the like endorsed by Council from time to time, being as at the date of this Agreement, the document at Annexure 1 entitled "Rippleside Masterplan" prepared by Hassell Architects, revision 9 and dated 11 September 2015.

Minister means the Minister for Energy, Environment and Climate Change or their successor minister as appropriate.

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as mortgagee of the Land or any part of it.

Owner means the persons from time to time registered or entitled to be registered by the Registrar of Titles as proprietors of an estate in fee simple in the subject land or any part of it and includes a Mortgagee in possession.

Owners Corporation has the same meaning as in the Owners Corporation Act 2006.

Pedestrian Waterside Link means the pedestrian waterside link to be constructed in accordance with the CMA Approval, the Masterplan (described as 'Waterfront Pedestrian Promenade to Future Design' in the Masterplan), the Public Works Plans, and the Development Agreement.

Practical Completion has the same meaning as in the Development Agreement.

Public Works means the works described in the Stage 1 Public Works Plan, the Stage 2 Public Works Plan, the Stage 3 Public Works Plan and the Stage 4 Public Works Plan, which include a Pedestrian Waterside Link.

Public Works Plans means the detailed design and construction plans endorsed by the Council from time to time under condition 4 of the Development Permit, being as at the date of this Agreement:

- a) the plan entitled "MASTERPLAN – PUBLIC/PRIVATE SITE MAINTENANCE AND ACCESS PLAN", prepared by SJB, drawing number SD01, revision 4, dated 6 July 2015; and;
- b) for Stage 1, the plan entitled "MASTERPLAN STAGE 1 – PUBLIC REALM WORKS", prepared by SJB, drawing number ST01, revision 5, dated 8 September 2015 (**Stage 1 Public Works Plan**);
- c) for Stage 2, the plan entitled "MASTERPLAN STAGE 2 – PUBLIC REALM WORKS", prepared by SJB, drawing number ST02, revision 5, dated 8 September 2015 (**Stage 2 Public Works Plan**);
- d) for Stage 3, the plan entitled "MASTERPLAN STAGE 3 – PUBLIC REALM WORKS", prepared by SJB, drawing number ST03, revision 5, dated 8 September 2015 (**Stage 3 Public Works Plan**);
- e) for Stage 4, the plan entitled "MASTERPLAN STAGE 4 – PUBLIC REALM WORKS", prepared by SJB, drawing number ST04, revision 5, dated 8 September 2015 (**Stage 4 Public Works Plan**).

Reserve has the same meaning as in the *Subdivision Act 1988*.

Scheme means the Greater Geelong Planning Scheme and any subsequent planning scheme which applies to the subject land.

Seabed Lease means the lease in the form attached to the Development Agreement to be entered into between the Owner and the Minister in respect of the land shown with hatching on the plan attached to this Agreement as *Annexure 3*.

Stage is a reference to a stage of subdivision of the subject land as shown on the Master Plan.

Stage 1 Public Works means the public works described in the Stage 1 Public Works Plan.

Stage 2 Public Works means the public works described in the Stage 2 Public Works Plan.

Stage 3 Public Works means the public works described in the Stage 3 Public Works Plan.

Stage 4 Public Works means the public works described in the Stage 4 Public Works Plan.

Statement of Compliance has the same meaning as in the *Subdivision Act 1988*.

Subdivision Permit means planning permit no. PP-1046-2014 issued by Council on 29 September 2015 (as amended on 7 February 2017 and 31 July 2017) in respect of the subject land, including the plans endorsed under it, as amended from time to time.

subject land means the land described in Certificate of Title Volume 11811 Folio 435 being all the land contained in plan of consolidation 372672J and being situated at 43 Liverpool Street, Rippleside or any part of that land.

2. Agreement under Section 173 of the Act

The parties agree that without limiting or restricting their respective powers to enter into this Agreement and in so far as it can be so treated, this Agreement is made pursuant to section 173 of the Act.

3. Effect of Agreement

- 3.1 This Agreement is effective from the date of this Agreement.
- 3.2 The Owner's use and development of the subject land is subject to the conditions and obligations set out in this Agreement all of which are intended to achieve or advance the objectives of the Scheme.
- 3.3 The Owner's obligations will take effect as separate and several covenants which will be annexed to and run at law and equity with the subject land to bind the Owner and each of the Owner's successors, assigns or transferees including the registered proprietors, the mortgagees in possession and the beneficial owner for the time being of the subject land.

4. Owner' Warranties

Without limiting the operation or effect of this Agreement, the Owner warrants that:

- 4.1 except for the parties to this Agreement, any mortgagee who has consented to this Agreement and any other persons disclosed in writing to Council before the signing of this Agreement, no other person has any interest either legal or equitable in the subject land; and
- 4.2 the Owner has obtained all necessary authorities and consents to bind all other persons who have any interest either legal or equitable in the subject land.

5. Successors in Title

Without limiting the operation or effect of this Agreement, the Owner must ensure that, until this Agreement is recorded on the folio of the register which relates to the subject land, the Owner's successors in title will:

- 5.1 give effect to, do all acts and sign all documents requiring those successors to give effect to this Agreement; and
- 5.2 execute a deed agreeing to be bound by this Agreement.

6. Covenants of Owner

6.1 Owner's Covenants

The Owner covenants that

Public Works

- 6.1.1 construction of the Public Works must be completed:
- (a) generally in accordance with the Public Works Plans;
 - (b) in accordance with the CMA Approval (to the extent that it the CMA Approval applies to the Public Works);
 - (c) in accordance with the staging and timing requirements stipulated by the Minister (whether in the Development Agreement or otherwise) and any other agreement made pursuant to section 173 of the Act that relates to the subject land; and
 - (d) to the satisfaction of the Council;
- 6.1.2 it must maintain the Public Works, including the Pedestrian Waterside Link, to the reasonable satisfaction of the Minister for the period of one calendar year after the date of Practical Completion of the Stage 1 Public Works, or such longer period as may be required under the Development Agreement;
- 6.1.3 it must provide to the satisfaction of Council a Staging Plan for the staging of the development authorised by the Development Permit other than for the Public Works, including the Pedestrian Waterside Link;
- 6.1.4 it must enter into the Seabed Lease;
- 6.1.5 **Contribution to Construction of Road, Drainage and other Infrastructure** prior to the issue of a Statement of Compliance for each Stage, the Owner must carry out at its cost the construction of road, drainage and other infrastructure for that Stage to the satisfaction of the Council, and other relevant statutory authorities, to appropriately service the subject land and implement the requirements of the conditions of the Development Permit;
- 6.1.6 **Traffic Requirements** prior to the issue of a Statement of Compliance for each Stage, the Owner must construct at its cost the road facilities in accordance with the approved plans satisfying condition 9 of the Development Permit to accommodate traffic requirements resulting from the relevant Stage;
- 6.1.7 prior to the issue of a Statement of Compliance for Stage 3, the Owner must carry out at its cost the design and construction of a left turn at the intersection of Melbourne Road and Liverpool Street to the satisfaction of the Council, to provide for left turning vehicles travelling south along Melbourne Road to enter Liverpool Street and access the subject land;
- 6.1.8 Council may, through further agreement, allow the Owner to pay a monetary sum to the satisfaction of Council in lieu of the works required under clauses 6.1.5, 6.1.6 or 6.1.7;
- 6.1.9 **Maintenance of Private Areas within the subject land** it will incorporate all parts of the subject land, other than Residential Lots or any Reserve, as part of common property of the Owners Corporation relevant to each

Stage and will make appropriate provision for each such Owners Corporation to be responsible for maintenance of all areas comprising part of the common property of which such Owners Corporation shall be the registered proprietor;

Maintenance of Leased Landscape Area

- 6.1.10 it will incorporate by way of assignment of lease or sub-lease with the Owners Corporation relevant to each Stage such part of the Leased Landscape Area as is contiguous with that Stage and will procure such Owners Corporation to be responsible for the landscaping and maintenance of the part of the Leased Landscape Area that is leased or sub-leased to it;

Marina Berths

- 6.1.11 it will comply with the requirements of the Minister regarding the construction, timing of development and accessibility of the public to use the Marina Berths;
- 6.1.12 the Owner must ensure that not less than 20% of the Marina Berths are made available for use by persons who do not own or occupy dwellings constructed on the subject land; and

Maintenance of Dredged Areas

- 6.1.13 it will maintain, to the satisfaction of the Council and the Victorian Regional Channels Authority, all areas of the seabed which are dredged for the purposes of construction and operation of the Marina Berths;

all at the Owner's cost and to the satisfaction of Council.

6.2 Notice

The Owner covenants to bring this Agreement to the attention of, and provide a copy to, all prospective purchasers, mortgagees, transferees and assigns.

6.3 Registration

The Owner covenants to:

- 6.3.1 consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the folio of the Register which relates to the subject land in accordance with section 181 of the Act; and
- 6.3.2 do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register.

6.4 Mortgagee to be Bound

The Owner covenants to obtain the consent of any mortgagee to be bound by the covenants in this Agreement if the mortgagee becomes mortgagee in possession of the subject land.

6.5 Council's Costs to be Paid

The Owner covenants to pay, within 28 days of written demand, Council's reasonable costs and expenses (including legal expenses) incidental to the preparation, drafting, finalisation, grossment, execution, registration and enforcement of this Agreement.

6.6 Indemnity

The Owner covenants to indemnify, keep indemnified and hold harmless, Council, its officers, employees, agents, workers and contractors from and against all costs, expenses,

losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit, action, demand, proceeding, judgment, damage, liability, loss, expense, cost or claim brought by any person arising from or referable to this Agreement or any non-compliance with this Agreement.

6.7 Council Access

The Owner covenants to allow Council and its officers, employees, contractors or agents or any of them, to enter the subject land (at any reasonable time) to assess compliance with this Agreement.

6.8 Replacement of Original Agreement

The Owner and Council agree that on and from the date of this Agreement, this Agreement replaces and supersedes the Original Agreement. The Original Agreement will cease to have any force or effect on and from the date of this Agreement.

7. General

7.1 Further Assurance

Each party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this Agreement.

7.2 No Waiver

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

7.3 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 must be severed and the other provisions of this Agreement remain operative.

7.4 No Fettering of Powers

This Agreement does not fetter or restrict the power or discretion of either the Minister or Council to make or impose requirements or conditions in connection with any use or development of the subject land or the granting of any planning approval, the approval or certification of any plans of subdivision or consolidation applicable to the subject land or the issue of a Statement of Compliance in connection with any such plans.

7.5 Governing law

Each party submits to the exclusive jurisdiction of the courts of Victoria and courts of appeal from them, in respect of any proceedings arising out of or in connection with the subject matter of this Agreement.

7.6 Costs on default

If the Owner defaults in the performance of any obligations under this Agreement the Owner will pay to Council and/or the Minister their reasonable costs of action taken to achieve compliance with this Agreement.

8. Notices

8.1 Service of Notice

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

- 8.1.1 personally on the party; or
- 8.1.2 by sending it by pre-paid post, addressed to that party at that party's address specified in this document or subsequently notified to each party as that party's address for service; or
- 8.1.3 by facsimile to the person's number for service specified in this document or subsequently notified to each party; or
- 8.1.4 by email to the address provided by the receiving party from time to time for the express purpose of electronic communication regarding this Agreement.

8.2 Time of Service

A notice or other communication is deemed served:

- 8.2.1 if served personally, upon service;
- 8.2.2 if posted within Australia to an Australian address, 2 business days after posting and in any other case, 7 business days after posting;
- 8.2.3 if served by facsimile, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile;
- 8.2.4 if sent by email, at the time of receipt in accordance with the *Electronic Transactions (Victoria) Act 2000*; or
- 8.2.5 if received after 6.00 pm in the place of receipt or on a day which is not a business day, at 9.00 am on the next business day.

9. Interpretation

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

- 9.1 undefined terms or words have the meanings given in the Act or the Scheme;
- 9.2 the singular includes the plural and the plural includes the singular;
- 9.3 a reference to a gender includes a reference to the other genders;
- 9.4 a reference to a person includes a reference to a firm, corporation or other corporate body;

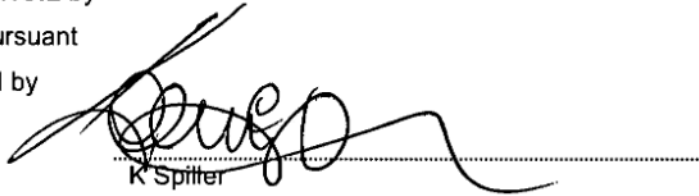
- 9.5 if a party consists of more than one person this Agreement binds them jointly and each of them severally;
- 9.6 a reference to a 'planning scheme' or 'the Scheme' includes any amendment, consolidation, or replacement of such scheme and any document incorporated by reference into such scheme;
- 9.7 a reference to a statute includes any statutes amending, consolidating or replacing those statutes and any regulations made under the statutes;
- 9.8 where, in this Agreement, Council may exercise any power, duty or function, that power may be exercised on behalf of the Council by an authorised or delegated officer;
- 9.9 all headings are for ease of reference only and do not affect the interpretation of this Agreement;
- 9.10 the recitals to this Agreement form part of this Agreement;
- 9.11 a reference to a person includes a reference to a firm, corporation, association or other entity and their successors in law;
- 9.12 reference to the parties will include their transferees, heirs, assigns and liquidators, executors and legal personal representatives at the case may be;
- 9.13 reference to a document or agreement includes reference to that agreement or document as changed, novated or replaced from time to time; and
- 9.14 where a word or phrase is given a definite meaning in this Agreement, a part of speech or other grammatical form of that word or phrase has a corresponding meaning.

AQ458208J

Signing Page

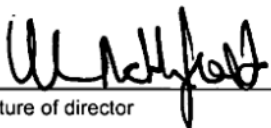
Executed by the parties

SIGNED SEALED AND DELIVERED on behalf of the **GREATER GEELONG CITY COUNCIL** by Kelvin Spiller, Chief Executive Officer, pursuant to an instrument of delegation authorised by Council resolution, in the presence of:

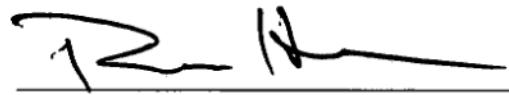

K Spiller


Witness

EXECUTED by **BALMORAL QUAY PTY LTD ACN 602 240 399** in accordance with section 127 of the Corporations Act 2001:


Signature of director

Mark Rothfield
Name


Signature of ~~director~~/secretary

Richard Daniel Jacob Herman
Name

AQ458208J

MORTGAGEE CONSENT

National Australia Bank Limited as Mortgagee under Instrument of Mortgage No. AN244658U consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.

DATED:



ROBERT MOULDEN
Senior Business Banking Manager
Elsternwick

Executed for and on behalf of

National Australia Bank

Annexure 1 – Masterplan

Where this annexure has been removed from this counterpart of the Agreement due to difficulties of the Titles Office with imaging for recording purposes, a copy of this annexure is included in each of the counterparts to this Agreement which are held by:

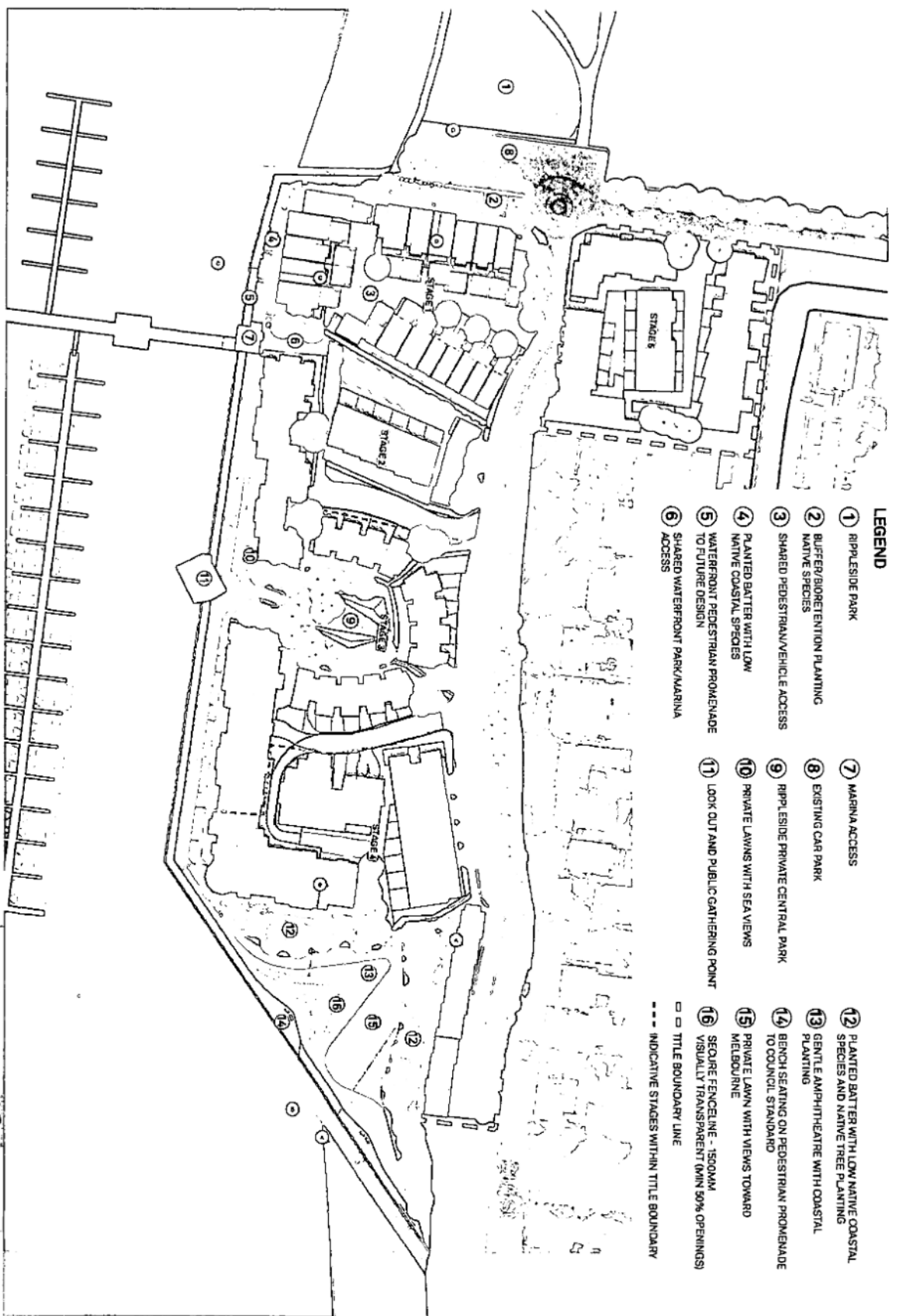
- Council; and
- the Owner as at the date the Agreement was executed.

A copy of the counterpart agreement together with the annexure is available for inspection at Council's offices during normal business hours upon giving of reasonable notice.

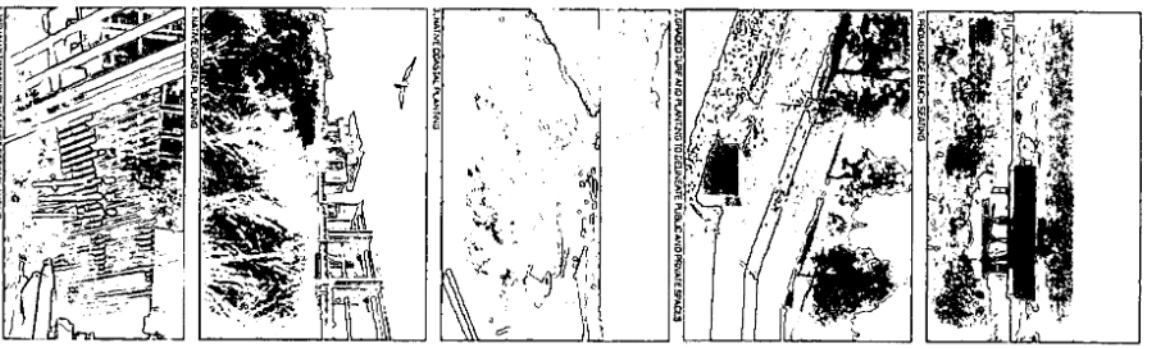
AQ458208J

RIPPLESIDE MASTERPLAN

HASSELL



Plan No. 2001/11
 1:8
 2: 2008
 29/1/2015
 Date 11-September-2015
 Scale 1:500000
 1:500000
 Client BMA Property
 Project Name BMA Rippleside
 Drawing U-17-01
 Masterplan

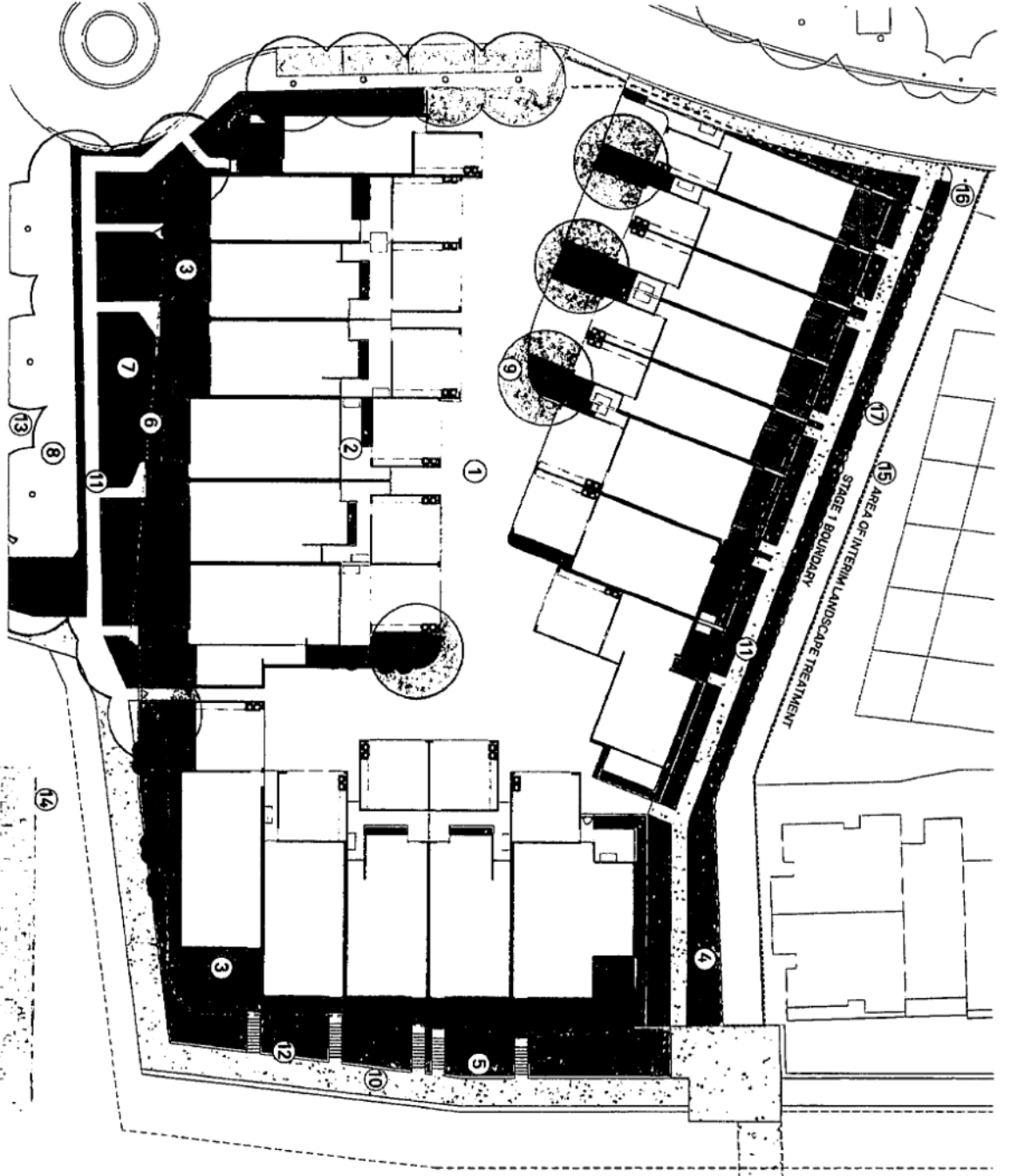


1. BENTONITE TREATMENT TANKS
 2. CONCRETE PAVING
 3. PLANTING
 4. LANDSCAPE ARCHITECTURE
 5. LIGHTING
 6. SITE LAYOUT
 7. SITE LAYOUT
 8. SITE LAYOUT
 9. SITE LAYOUT
 10. SITE LAYOUT
 11. SITE LAYOUT
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 16. SITE LAYOUT

AQ458208J

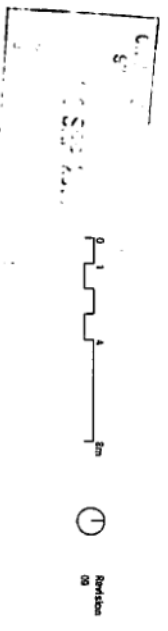
LEGEND

- ① SHARED PEDESTRIAN/VEHICLE ACCESS/EXPOSED AGGREGATE INSITU CONCRETE
- ② REAR ACCESS/UTILITY COURTYARDS PAVING
- ③ PRIVATE TOWNHOUSE TERRACE PAVING
- ④ BUFFER PLANTING TO SITE HOARDING
- ⑤ PLANTED BATTER WITH LOW NATIVE COASTAL SPECIES
- ⑥ PLANTER BOXES WITH LOW MAINTENANCE NATIVE SPECIES
- ⑦ BUFFER/RETENTION PLANTING NATIVE SPECIES
- ⑧ NATIVE TREE PLANTING TO SMALL & CARPARK
- ⑨ COASTAL NATIVE TREE SPECIES TO GARDEN BEDS
- ⑩ WATERFRONT PEDESTRIAN PROMENADE
- ⑪ SECONDARY PATH NETWORK WHITE INSITU CONCRETE
- ⑫ 950MM RETAINING WALLS INSITU CONCRETE
- ⑬ EXISTING CAR PARK
- ⑭ RIPPLESIDE BEACH INTERNAL LANDSCAPE TREATMENT TO PROVIDE RESIDENT AND WATERFRONT ACCESS
- ⑮ REMOVABLE BOLLARD FOR VEHICULAR ACCESS
- ⑯ SHARED GRAVEL ACCESS PATH
- ⑰ BUFFER PLANTING TO SITE HOARDING



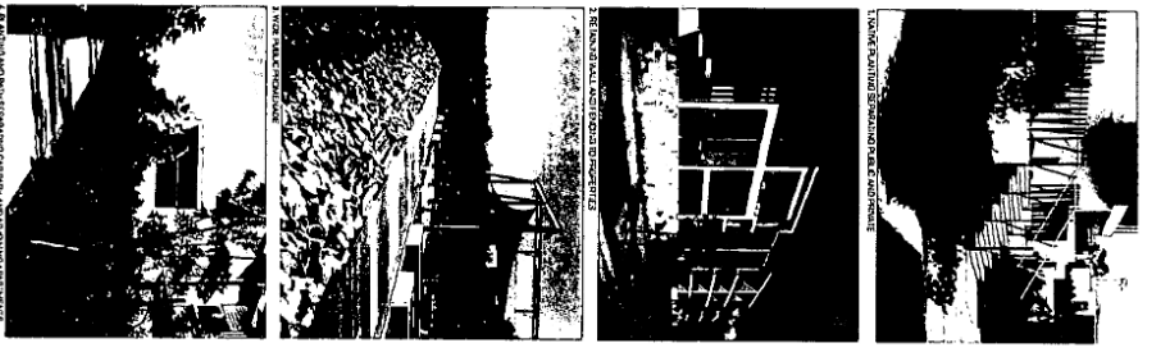
**RIPPLESIDE
STAGE 1 LANDSCAPE
PLAN**

HASSELL



Date: 11 September 2015
Scale: 1:200 (A1)
1:200 (A1)
1:200 (A1)

647 2904/A
S6
29/9/2015

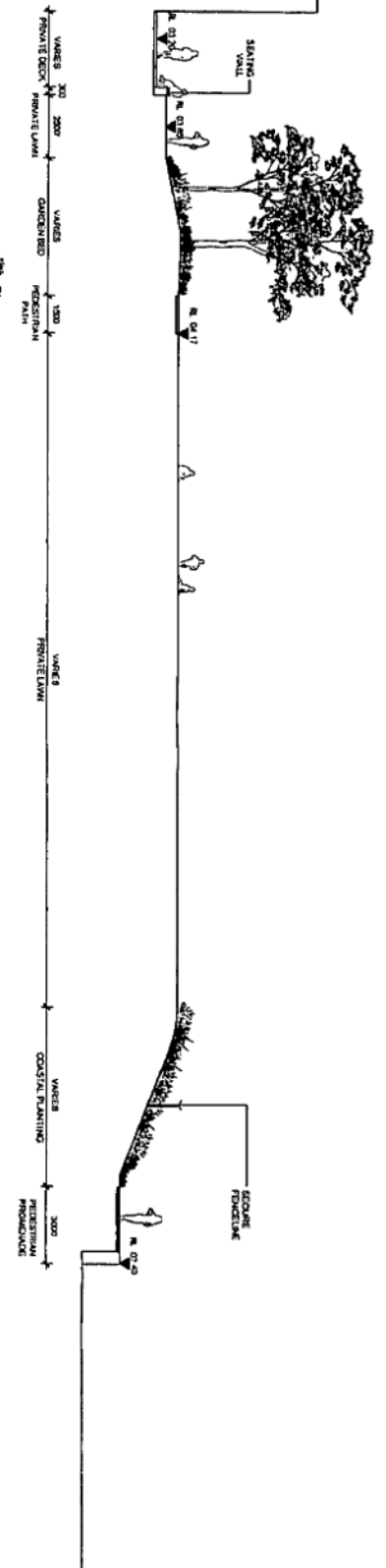


1. NATIVE PLANTING IN RETAINING WALL, GARDEN BEDS AND PROMENADE
2. RETAINING WALL ACCESS TO PROPERTIES
3. WATERFRONT PROMENADE WITH VIEW OF WATER
4. RIPPLESIDE BEACH AND WATERFRONT PROMENADE

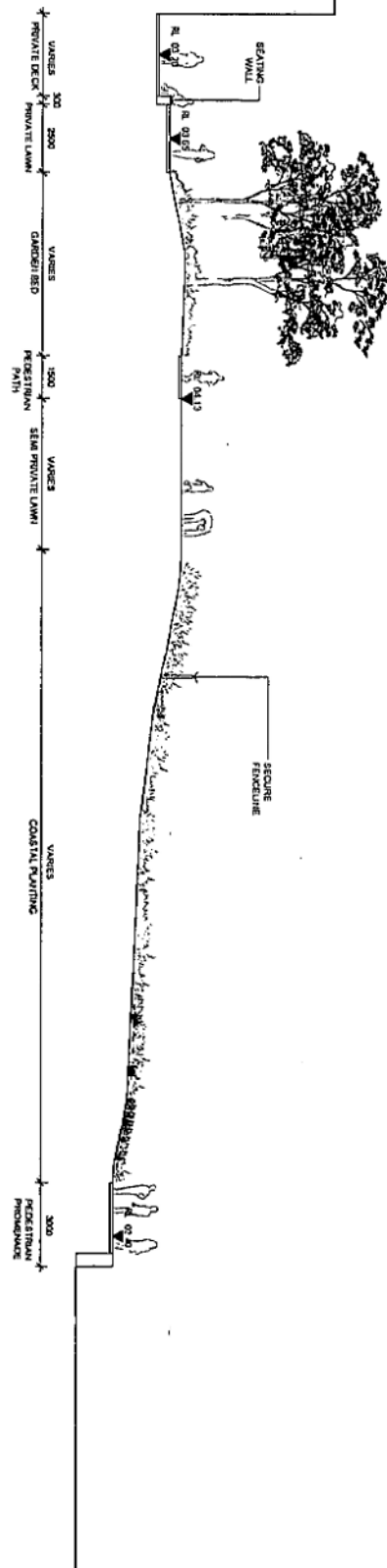
Project Name: BMA Ripplside
Drawing: L17-02
Landscape Plan
Stage 01

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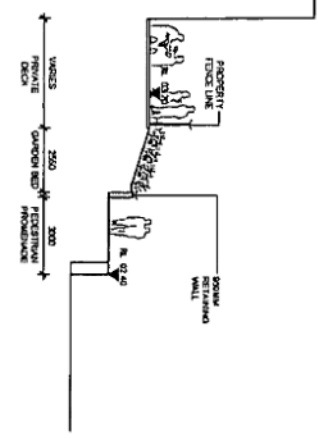
TYPICAL SECTION A-A



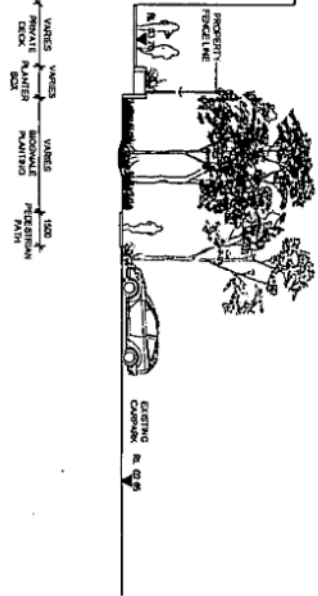
TYPICAL SECTION B-B



TYPICAL SECTION C-C



TYPICAL SECTION D-D



RIPPLESIDE - TYPICAL SITE SECTIONS

HASSELL



Revision 01
 Date 11 September 2015
 Scale 1:1000(SH) 1:2000(SA)

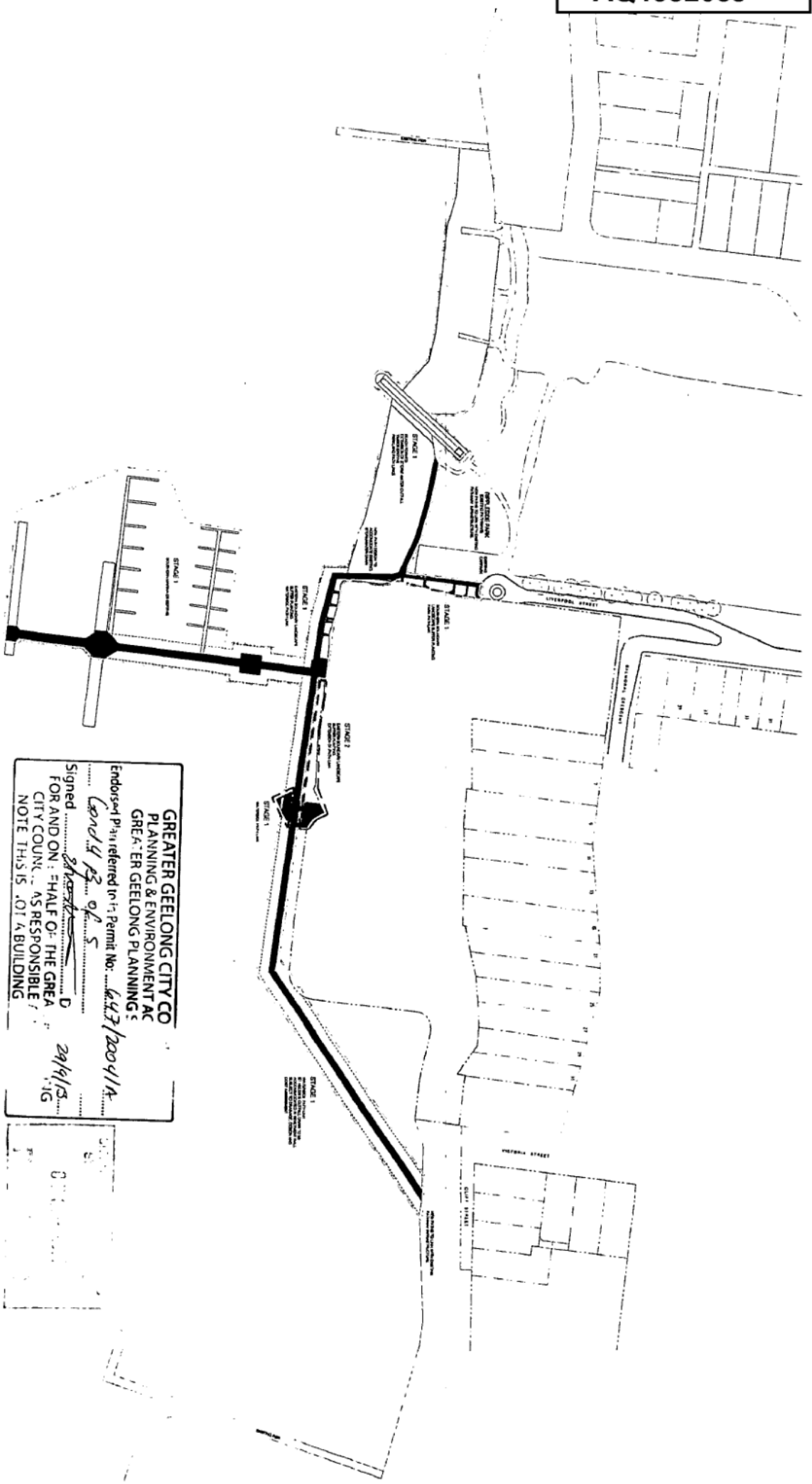
Client BAA Property

Project Name BAA Rippleside

Drawing C-17A-03 Typical Site Sections

647 2004/14 38
 2.8.2.20051
 2.9/9/2015

AQ458208J



GREATER GEELONG CITY CO
PLANNING & ENVIRONMENT AC
GREATER GEELONG PLANNING

Endorsed Plan referred to in Permit No. **6437/2004/1A**

Signed *[Signature]* **D**
 FOR AND ON: HALF OF THE GREATER
 CITY COUNCIL, AS RESPONSIBLE
 NOTE THIS IS NOT A BUILDING

Cond. 13 of S

29/9/15
 1:16

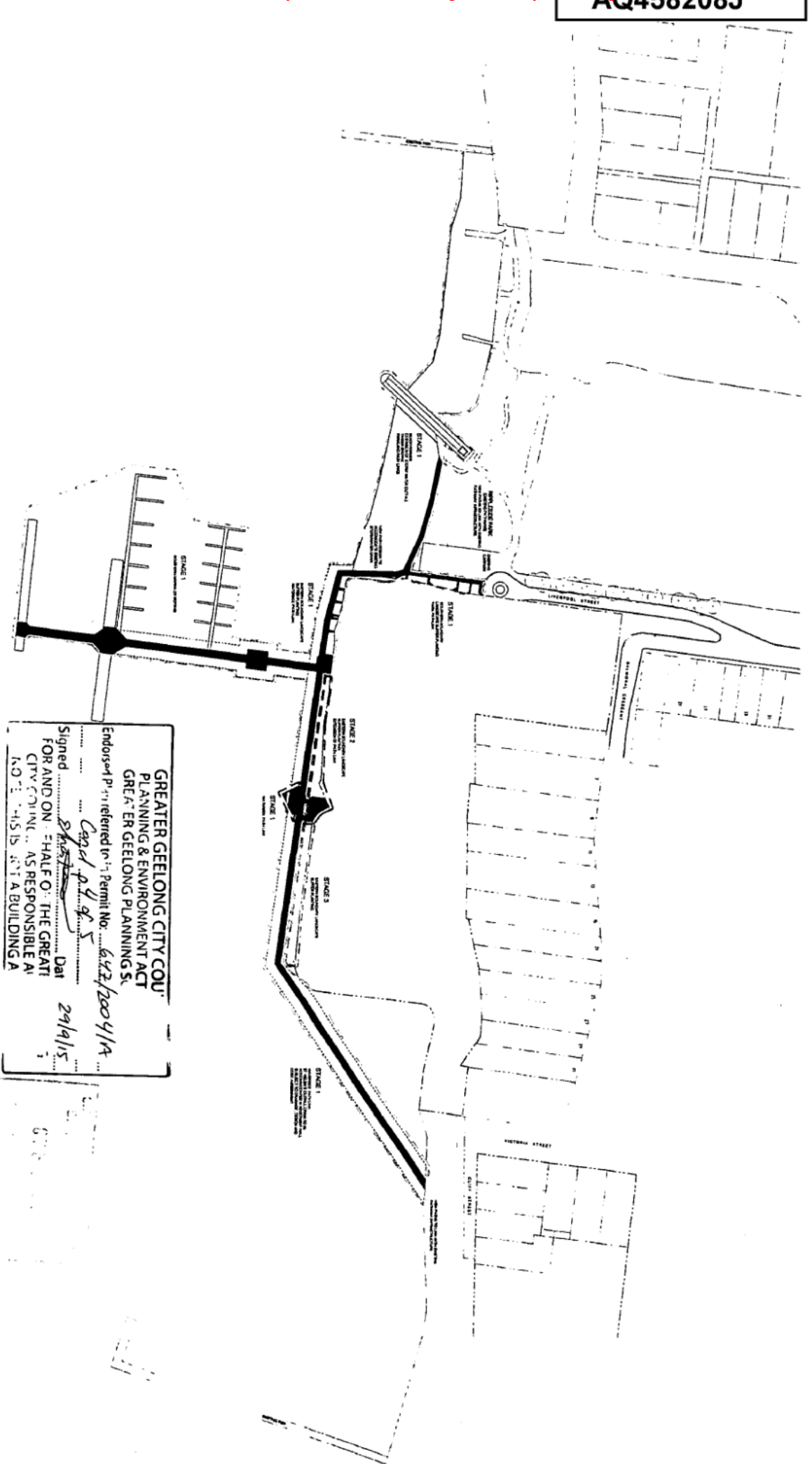
LEGEND

STAGE 1	STAGE 2
STAGE 3	STAGE 4
STAGE 5	STAGE 6
STAGE 7	STAGE 8
STAGE 9	STAGE 10
STAGE 11	STAGE 12
STAGE 13	STAGE 14
STAGE 15	STAGE 16
STAGE 17	STAGE 18
STAGE 19	STAGE 20
STAGE 21	STAGE 22
STAGE 23	STAGE 24
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STAGE 83	STAGE 84
STAGE 85	STAGE 86
STAGE 87	STAGE 88
STAGE 89	STAGE 90
STAGE 91	STAGE 92
STAGE 93	STAGE 94
STAGE 95	STAGE 96
STAGE 97	STAGE 98
STAGE 99	STAGE 100

Project No.	26.02.15	Scale	1:1000	Sheet No.	05
Project Name	BMA RIPPLESIDE RIPPLESIDE, GEELONG	Client	SB	Author	TV
Project Description	MASTERPLAN STAGE 2 - PUBLIC REALM WORKS	Project No.	21184	Sheet No.	ST02
Project Location		Project Status	05	Project Manager	



AQ458208J



GREATER GEELONG CITY COUNCIL
 PLANNING & ENVIRONMENT ACT
 GREATER GEELONG PLANNING SCHEME

Endorsed Plan referred to in Permit No.: **642/2004/14**

Signed: *[Signature]* Date: **29/9/15**
 FOR AND ON BEHALF OF THE GREATER
 CITY COUNCIL, AS RESPONSIBLE AUTHORITY
 FOR THE PROVISION OF A BUILDING PERMIT

LEGEND

---	STAGE 1
---	STAGE 2
---	STAGE 3
---	EXISTING STAGES
---	PROPOSED STAGES

THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION PURPOSES. THE CITY COUNCIL DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE CITY COUNCIL IS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE ARISING FROM THE USE OF THIS PLAN. THE CITY COUNCIL IS NOT RESPONSIBLE FOR ANY LOSS OR DAMAGE ARISING FROM THE USE OF THIS PLAN.



NO.	DATE	DESCRIPTION	BY	CHKD.
1	28/02/15	ISSUED FOR PERMIT	SB	TW
2	29/09/15	REVISED FOR PERMIT	SB	TW
3	29/09/15	REVISED FOR PERMIT	SB	TW
4	29/09/15	REVISED FOR PERMIT	SB	TW
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9	29/09/15	REVISED FOR PERMIT	SB	TW
10	29/09/15	REVISED FOR PERMIT	SB	TW

NO.	DATE	DESCRIPTION	BY	CHKD.
1	28/02/15	ISSUED FOR PERMIT	SB	TW
2	29/09/15	REVISED FOR PERMIT	SB	TW
3	29/09/15	REVISED FOR PERMIT	SB	TW
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9	29/09/15	REVISED FOR PERMIT	SB	TW
10	29/09/15	REVISED FOR PERMIT	SB	TW

BM4 RIPPLESIDE
 RIPPLESIDE, GEELONG

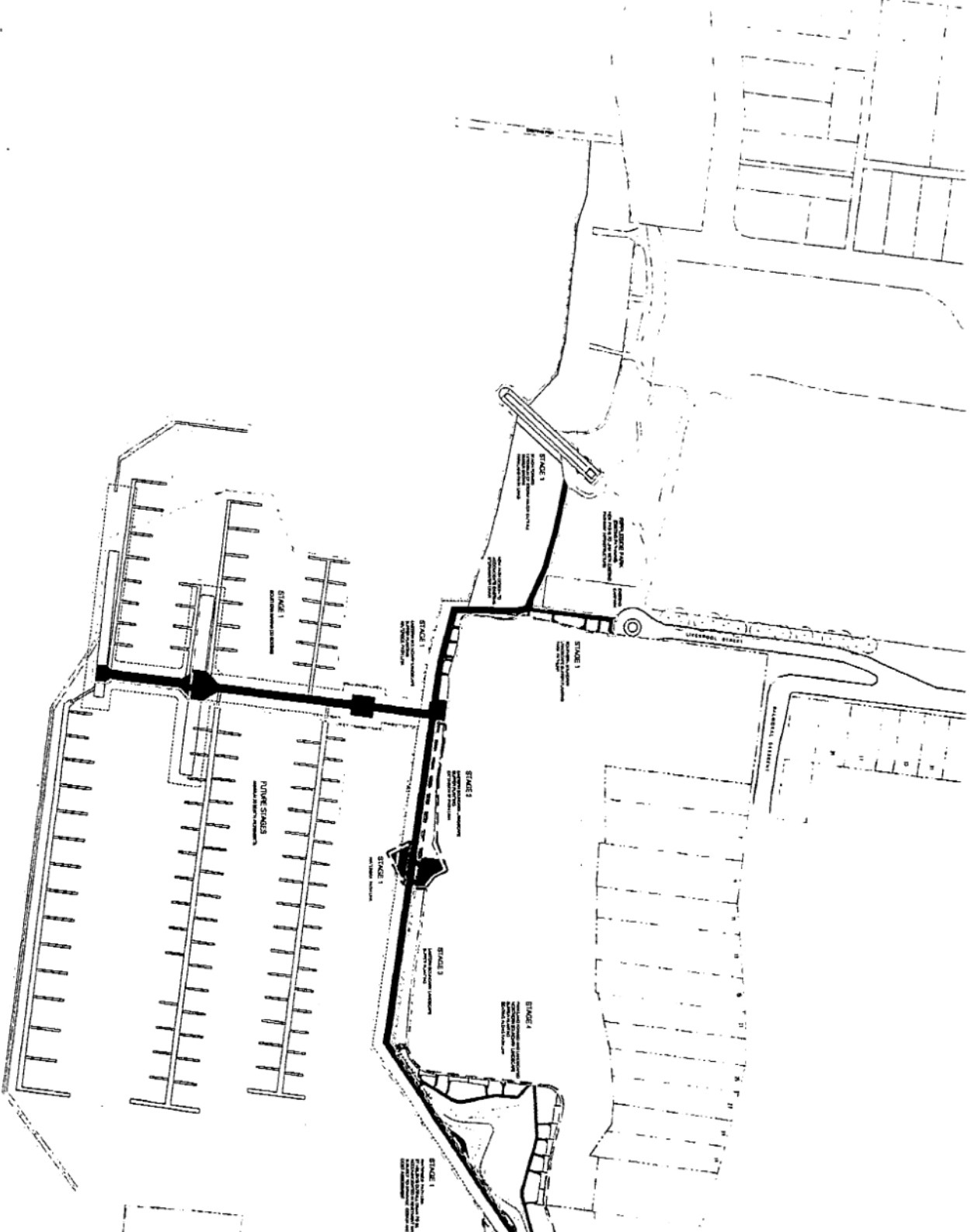
MASTERPLAN
 STAGE 3 - PUBLIC REALM WORKS

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2	29/09/15	REVISED FOR PERMIT	SB	TW
3	29/09/15	REVISED FOR PERMIT	SB	TW
4	29/09/15	REVISED FOR PERMIT	SB	TW
5	29/09/15	REVISED FOR PERMIT	SB	TW
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7	29/09/15	REVISED FOR PERMIT	SB	TW
8	29/09/15	REVISED FOR PERMIT	SB	TW
9	29/09/15	REVISED FOR PERMIT	SB	TW
10	29/09/15	REVISED FOR PERMIT	SB	TW

21184 ST03

05

AQ458208J



GREATER GEELONG CITY COUNCIL
PLANNING & ENVIRONMENT ACT 1987
GREATER GEELONG PLANNING SCHEME

Endorsed Plan referred to in Permit No: *697/2021/14*

Signed: *[Signature]* Date: *29/1/21*

FOR AND ON BEHALF OF THE GREATER GEELONG CITY COUNCIL AS RESPONSIBLE AUTHORITY

NOTE: THIS IS NOT A BUILDING APPROVAL.

LEGEND

STAGE 1
STAGE 2
STAGE 3
STAGE 4
EXIST. STAKES
PROPOSED

THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION. THE CITY COUNCIL DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION PROVIDED IN THIS PLAN. THE CITY COUNCIL IS NOT RESPONSIBLE FOR ANY DAMAGE OR LOSS ARISING FROM THE USE OF THIS PLAN. THE CITY COUNCIL IS NOT RESPONSIBLE FOR ANY DAMAGE OR LOSS ARISING FROM THE USE OF THIS PLAN.



Item No.	Description	Quantity	Unit
1	STAGE 1	1	LOT
2	STAGE 2	1	LOT
3	STAGE 3	1	LOT
4	STAGE 4	1	LOT

Item No.	Description	Quantity	Unit
5	STAGE 1	1	LOT
6	STAGE 2	1	LOT
7	STAGE 3	1	LOT
8	STAGE 4	1	LOT

MASTERPLAN
STAGE 4 - PUBLIC REALM WORKS

Date	26.02.15	Scale	1:1,000	Sheet No.	05
Author	SB	Checked	TV	Project No.	21184 ST04



Annexure 2 – CMA Approval

Where this annexure has been removed from this counterpart of the Agreement due to difficulties of the Titles Office with imaging for recording purposes, a copy of this annexure is included in each of the counterparts to this Agreement which are held by:

- Council; and
- the Owner as at the date the Agreement was executed.

A copy of the counterpart agreement together with the annexure is available for inspection at Council's offices during normal business hours upon giving of reasonable notice.

Annexure 3 – Plan

Where this annexure has been removed from this counterpart of the Agreement due to difficulties of the Titles Office with imaging for recording purposes, a copy of this annexure is included in each of the counterparts to this Agreement which are held by:

- Council; and
- the Owner as at the date the Agreement was executed.

A copy of the counterpart agreement together with the annexure is available for inspection at Council's offices during normal business hours upon giving of reasonable notice.

AQ458208J

**Department of
Environment Land
Water and Planning**

DELWP Ref: 0703858/0703858/2002838/SP453481

CONSENT FOR USE AND DEVELOPMENT OF COASTAL CROWN LAND

SECTION 40 COASTAL MANAGEMENT ACT 1995

Crown Description: Crown Allotment 2009, Parish of Moorpanyal, Crown Allotment 60C, Parish of Moorpanyal, Crown Allotment 58A, Parish of Moorpanyal

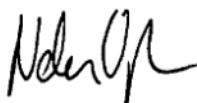
Local Name: Rippleside Shipyard (Balmoral Quay)

Street Address: Liverpool Street

CONSENT FOR: RIPPLESIDE SHIPYARD REDEVELOPMENT

Pursuant to *Section 40(1)* of the *Coastal Management Act 1995*, and as delegated by the Minister, I consent to the proposed use and development subject to the following conditions:

1. Works are to be completed to the satisfaction of the Program Manager Public Land Administration, Department of Environment, Land, Water and Planning (the Manager).
2. All works are to be consistent with the application dated 3 June 2015.
3. Any proposed amendments to the works including changes to the design or siting must be provided in writing to the Department of Environment, Land, Water and Planning and written approval obtained from the Manager prior to any changes being implemented.
4. Land manager endorsement by the City of Greater Geelong is required for each stage of the works and must be provided in writing and form part of the detailed package submitted to the Department for each stage of the project.
5. Prior to commencement of construction, detailed plans and drawings for Stage 1 works must be submitted and approved by the Department. Further detailed plans for Stages 2, 3, and 4 will also require approval before these works can commence.
6. All protection structures must be designed in line with sea level rise predictions of not less than .8 metres.
7. The construction site is to be maintained to a safe standard to avoid public risk, and where practical public use is to be excluded from the construction area using signs and appropriate barriers.
8. All works are to be constructed to Australian Standards and to be certified for public use prior to public use.
9. The site is to be left in a clean and tidy condition at the completion of works.
10. All future maintenance is the responsibility of Balmoral Quay Pty Ltd until the conclusion of works and in line with parameters set out in the Development Agreement, whereby City of Greater Geelong will be responsible for assets on coastal Crown land.
11. The consent will expire if the works are not completed within 5 years of the date of issue unless an extension of time is applied for and granted by the Manager.



Helen Vaughan
Regional Director
Barwon South West

24/07/2015



PRINCIPAL

TGM Group
 127-21 Mares Street (PO Box 1137)
 Geelong VIC 3220
 T 03 5202 6800
 F 03 5202 4911
 ABN 11 128 888 861
 www.tgmgroup.com

TGM

**MASTER PLAN
 RIPPLESIDE DEVELOPMENT**

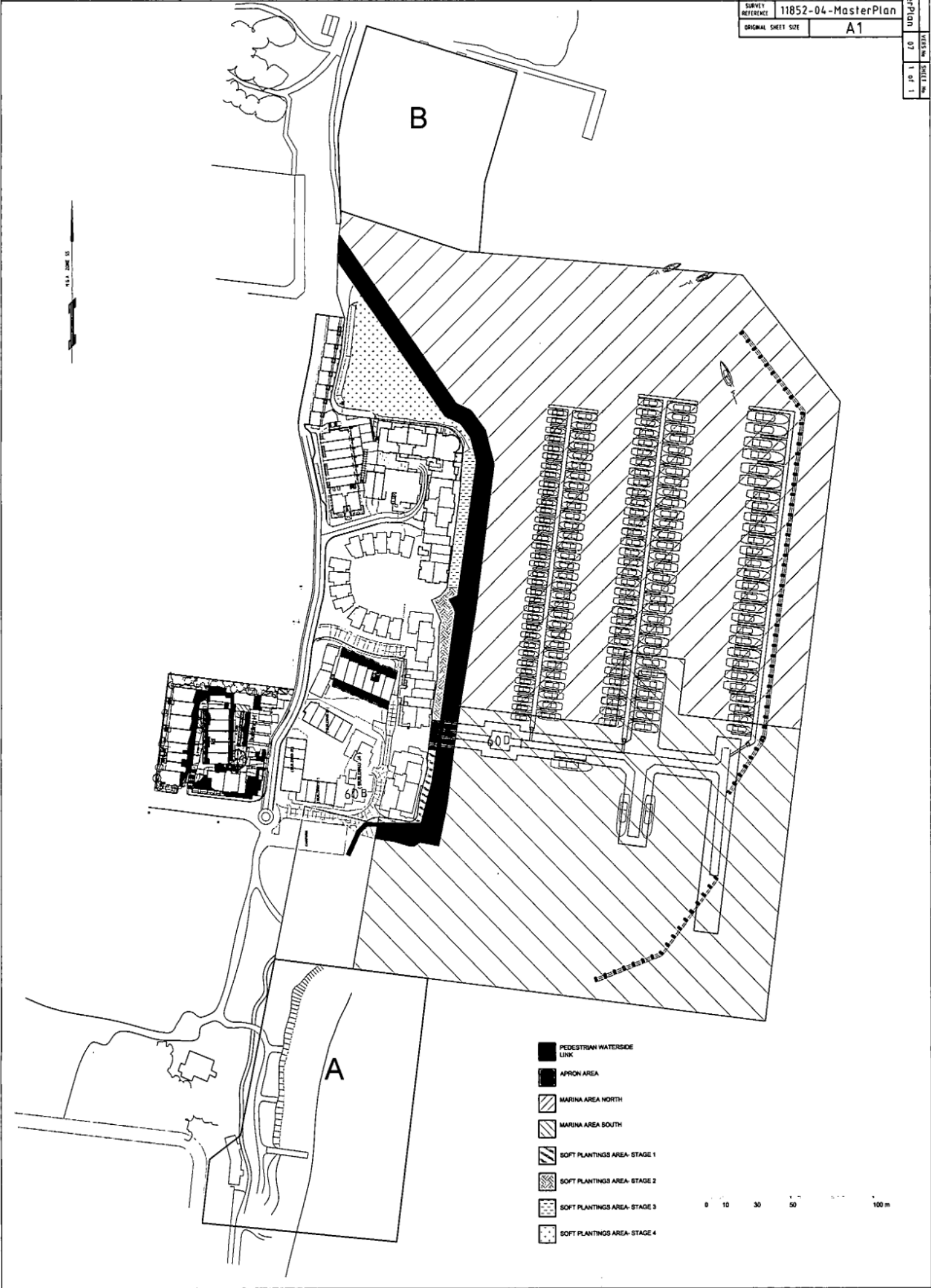
NOTES

THIS ELECTRONIC DRAWING IS PROVIDED BY THE DRAWER. THE
 PROPERTY OF TGM GROUP PTY LTD. IT MAY NOT BE
 REPRODUCED IN ANY FORM WITHOUT WRITTEN PERMISSION.

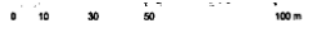
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DATE	25-01-16	REVISIONS REF	N/A
DRAWING No	MASTPLAN	VER. No	SHEET No
	07		1 of 1
SURVEY REFERENCE	11852-04-MasterPlan		
ORIGINAL SHEET SIZE	A1		

DRAWING No
2-04-MasterPlan
07
1 of 1

VER. No
SHEET No
1 of 1



- PEDESTRIAN WATERSIDE LINK
- APRON AREA
- MARINA AREA NORTH
- MARINA AREA SOUTH
- SOFT PLANTINGS AREA- STAGE 1
- SOFT PLANTINGS AREA- STAGE 2
- SOFT PLANTINGS AREA- STAGE 3
- SOFT PLANTINGS AREA- STAGE 4



AQ575566B

Application by a responsible authority for the recording of an agreement

Section 181 Planning and Environment Act 1987

Form 21

Privacy Collection Statement
The information from this form is collected by the Registrar of Titles under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

Lodged by:

Name: **GREATER GEELONG CITY COUNCIL**
Phone: **03 5222 6152**
Address: **30 GHERINGHAP ST, GEELONG**
Ref: **BC 43 LIVERPOOL ST**
Customer code: **9866H**

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

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

Certificate of Title Volume 11811 Folio 435

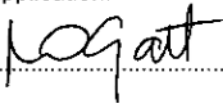
Responsible authority: *(name and address)*

Greater Geelong City Council, 30 Gheringhap Street, GEELONG, VIC 3220

Section and Act under which agreement made:

Section 173 Planning and Environment Act 1987

A copy of the agreement is attached to this application:

Signature for the responsible authority: 
Name of officer: **Melissa Anna Corrott**
Date: **15 DECEMBER 2017**

AQ575566B

Date

8 / 11 / 17

Section 173 Agreement

Subject Land: The land at 43 Liverpool Street, Rippleside

Minister for Energy, Environment and Climate Change
and

Greater Geelong City Council
and

Balmoral Quay Pty Ltd
(ACN 602 240 399)

Contents

1.	Definitions	4
2.	Agreement under Section 173 of the Act	6
3.	Effect of Agreement	6
4.	Owner' Warranties	6
5.	Successors in Title	6
6.	Covenants of Owner	6
7.	General	8
8.	Ending of Agreement	9
9.	Notices	9
10.	Interpretation	9

Section 173 Agreement

Dated 8 / 11 / 17

Parties

Name	Minister for Energy, Environment and Climate Change (formerly Minister for Environment, Climate Change and Water)
Short name	Minister

Name	Greater Geelong City Council
Address	30 Gheringhap Street, Geelong VIC 3220
Short name	Council

Name	Balmoral Quay Pty Ltd ACN 602 240 399
Address	c/- Gersh Investment Partners, Level 2, 650 Chapel Street, South Yarra VIC 3141
Short name	Owner

Background

- A. The Owner is the registered proprietor of the subject land.
- B. Council issued the Development Permit which allows for the development and use of the subject land for a convenience shop, restricted recreation facility, marina and more than 98 dwellings.
- C. Council issued the Subdivision Permit which allows for multi lot subdivision of the subject land. Condition 7 of the Subdivision Permit provides as follows:

Unless otherwise approved in writing by the Responsible Authority, prior to the certification of the Plan of Subdivision for Stage 1A, the permit holder must enter into an agreement with the Responsible Authority and the Minister for Environment and Climate Change pursuant to section 173 of the Planning and Environment Act 1987 to provide for the following:

a) Construction of the Public Works generally in accordance with the Masterplan Stage 1 — Public Realm Works prepared by SJB Architects, Drawing Number STO1 dated 26 February 2015, the Masterplan — Public/Private Site Maintenance and Access Plan prepared by SJB Architects, Drawing Number SDO1 Rev 4, dated 24 June 2015 and the Coastal Management Authority Consent relevant to the public works. The public works must be completed to the satisfaction of the Responsible Authority and Minister for Environment and Climate Change prior to the issue of statement of compliance for Stage 1;

b) prior to the statement of compliance for any part of the land contained within proposed Stage 2 as shown on the Rippleside Masterplan prepared by HASSELL dated 11 September 2015 Rev 9, construct the Public Works generally in accordance with the Masterplan Stage 2 —

Public Realm Works prepared by SJB Architects, Drawing Number STO2 dated 26 February 2015, the Masterplan — Public/Private Site Maintenance and Access Plan prepared by SJB Architects, Drawing Number SD01 Rev 4, dated 24 June 2015 and the Coastal Management Authority consent relevant to the public works. The public works must be completed to the satisfaction of the Responsible Authority and Minister for Environment and Climate Change.

c) prior to the statement of compliance for any part of the land contained within proposed Stage 3 as shown on the Rippleside Masterplan prepared by HASSELL, dated 11 September 2015 Rev 9, construct the Public Works generally in accordance with the Masterplan Stage 3 — Public Realm Works prepared by SJB Architects, Drawing Number STO3 dated 26 February 2015, the Masterplan — Public/Private Site Maintenance and Access Plan prepared by SJB Architects, Drawing Number SDO1 Rev 4, dated 24 June 2015 and the Coastal Management Authority consent relevant to the public works. The public works must be completed to the satisfaction of the Responsible Authority and Minister for Environment and Climate Change.

d) prior to the commencement of development the bulk earthworks required must be completed and prior to the statement of compliance for any part of the land contained within proposed Stage 4 as shown on the Rippleside Masterplan prepared by HASSELL, dated 11 September 2015 Rev 9, construct the Public Works generally in accordance with the Masterplan Stage 4 — Public Realm Works prepared by SJB Architects, Drawing Number STO4 dated 26 February 2015, the Masterplan — Public/Private Site Maintenance and Access Plan prepared by SJB Architects, Drawing Number SD01 Rev 4, dated 24 June 2015 and the Coastal Management Authority consent relevant to the public works. The public works must be completed to the satisfaction of the Responsible Authority and Minister for Environment and Climate Change.

Prior to the certification of the Plan of Subdivision for Stage 1A, an application must be made to the Registrar of Titles to register the Section 173 Agreement on the title to the land under Section 181 of the Act. The agreement must be in a form to the satisfaction of the Responsible Authority, and the applicant must be responsible for the expense of the preparation and registration of the agreement, including the Responsible Authority's reasonable costs and expense (including legal expenses) incidental to the preparation, registration and enforcement of the agreement. The agreement must contain covenants to be registered on the Title of the property so as to run with the land.

Condition 11 of the Subdivision Permit provides:

Unless otherwise approved in writing by the Responsible Authority, prior to the issue Statement of Compliance:

a)....

Or

b) the owner of the land must enter into an agreement with the Responsible Authority pursuant to Section 173 of the Planning and Environment Act 1987 which provides for all development to be generally in accordance with the endorsed plans forming part of Planning Permit 647/2004/A to the satisfaction of the Responsible Authority.

The owner must pay the costs of preparation, review, execution and registration of the agreement and the agreement must be registered on the newly created title/s. The Section 173 Agreement may be ended by the Responsible Authority in respect of a newly created title when the dwelling constructed on that title has been completed generally in accordance with the endorsed plans forming part of Planning Permit 647/2004/A at the written request of the owner and at no cost to Council.

- D. The Minister issued the CMA Approval which allows for construction of the Public Works.
- E. The Minister and the Owner are parties to the Development Agreement which governs the development, maintenance and use of the Public Works.

- F. The subject land is encumbered by Mortgage No. AN244658U in which National Australia Bank Limited is registered as the mortgagee.
- G. Condition 7 of the Subdivision Permit and clause 8 of the Development Agreement both require the Owner to enter into an agreement pursuant to section 173 of the Act to deal with the matters pertaining to the completion of the Public Works prior to any use of the subject land for residential or commercial purposes. Condition 11 of the Subdivision Permit also requires the Owner to enter into this Agreement.
- H. In so far as it can be so treated, this Agreement is made pursuant to section 173 of the Act to achieve or advance the objectives of planning in Victoria.

The Parties Agree

1. Definitions

In this Agreement unless expressed or implied to the contrary:

Act means the Planning and Environment Act 1987.

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

Annexure means an annexure to this Agreement.

business day means Monday to Friday excluding public holidays in Victoria.

CMA Approval means an approval granted under the *Coastal Management Act 1995* as amended from time to time allowing the Owner to undertake the Public Works on unreserved Crown land adjacent to the subject land, a copy of which as at the date of this Agreement is attached at Annexure 2.

Council means the Greater Geelong City Council in its capacity as:

- a) the authority responsible for administering and enforcing the Planning Scheme; and
- b) a municipal council within the meaning of the *Local Government Act 1989*;

and includes its agents, officers, employees, servants, workers, contractors and any subsequent person or body which is the responsible authority or municipal council.

Development Permit means planning permit no. 647/2004/A issued by Council on 28 February 2005 in respect of the subject land, including the plans endorsed under it, as amended from time to time.

Masterplan means the document entitled "Rippleside Masterplan" or the like from time to time endorsed by Council and approved by the Minister, being as at the date of this Agreement, the document at Annexure 1 entitled "Rippleside Masterplan" prepared by Hassell Architects, revision 9 and dated 11 September 2015.

Minister means the Minister for Energy, Environment and Climate Change or their successor minister as appropriate.

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as mortgagee of the Land or any part of it.

Owner means the persons from time to time registered or entitled to be registered by the Registrar of Titles as proprietors of an estate in fee simple in the subject land or any part of it and includes a Mortgagee in possession.

Public Works means the Stage 1 Public Works, the Stage 2 Public Works, the Stage 3 Public Works and the Stage 4 Public Works.

Public Works Plans means the detailed design and construction plans from time to time endorsed by the Council under condition 4 of the Development Permit and approved by the Minister, being as at the date of this Agreement:

- a) the plan entitled "MASTERPLAN – PUBLIC/PRIVATE SITE MAINTENANCE AND ACCESS PLAN", prepared by SJB, drawing number SD01, revision 4, dated 6 July 2015;
- b) for Stage 1, the plan entitled "MASTERPLAN STAGE 1 – PUBLIC REALM WORKS", prepared by SJB, drawing number ST01, revision 5, dated 8 September 2015 (**Stage 1 Public Works Plan**);
- c) for Stage 2, the plan entitled "MASTERPLAN STAGE 2 – PUBLIC REALM WORKS", prepared by SJB, drawing number ST02, revision 5, dated 8 September 2015 (**Stage 2 Public Works Plan**);
- d) for Stage 3, the plan entitled "MASTERPLAN STAGE 3 – PUBLIC REALM WORKS", prepared by SJB, drawing number ST03, revision 5, dated 8 September 2015 (**Stage 3 Public Works Plan**); and
- e) for Stage 4, the plan entitled "MASTERPLAN STAGE 4 – PUBLIC REALM WORKS", prepared by SJB, drawing number ST04, revision 5, dated 8 September 2015 (**Stage 4 Public Works Plan**).

Residential Lot or Residential Lots means a lot created as a result of the subdivision of the subject land which in the opinion of Council is of a size and dimensions that it is intended to be developed with a dwelling without further subdivision.

Reserve has the same meaning as in the *Subdivision Act 1987*.

Schedule means a schedule to this Agreement.

Scheme means the Greater Geelong Planning Scheme and any successor instrument or other planning scheme which applies to the subject land.

Stage is a reference to a proposed stage of subdivision of the subject land as shown on the Masterplan.

Stage 4 Bulk Earthworks means the bulk earthworks required to construct the Stage 4 Public Works, including the introduction of fill required to form parkland adjacent to the pedestrian waterside link.

Stage 1 Public Works means the works described in the Stage 1 Public Works Plans.

Stage 2 Public Works means the works described in the Stage 2 Public Works Plans.

Stage 3 Public Works means the works described in the Stage 3 Public Works Plans.

Stage 4 Public Works means the works described in the Stage 4 Public Works Plans.

Statement of Compliance has the same meaning as in the *Subdivision Act 1988*.

Subdivision Permit means planning permit no. PP-1046-2014 issued by Council on 29 September 2015 (as amended by Council on 7 February 2017 and 31 July 2017) in respect of the subject land, including the plans endorsed under it, as amended from time to time.

subject land means the land described in Certificate of Title Volume 11811 Folio 435 being all the land contained in plan of consolidation 372672J and being situated at 43 Liverpool Street, Rippleside or any part of that land.

judgment, damages, loss, liability, expense, cost or claim brought by any person arising from or referable to this Agreement or any non-compliance with this Agreement.

6.7 Council Access

The Owner covenants to allow the Minister, Council and its officers, employees, contractors or agents or any of them, to enter the subject land to assess compliance with this Agreement.

7. General

7.1 Further Assurance

Each party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this Agreement.

7.2 No Waiver

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

7.3 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 must be severed and the other provisions of this Agreement remain operative.

7.4 No Fettering of Powers

This Agreement does not fetter or restrict the power or discretion of either the Minister or Council to make or impose requirements or conditions in connection with any use or development of the subject land or the granting of any planning approval, the approval or certification of any plans of subdivision or consolidation applicable to the subject land or the issue of a Statement of Compliance in connection with any such plans.

7.5 Governing law

Each party submits to the exclusive jurisdiction of the courts of Victoria and courts of appeal from them, in respect of any proceedings arising out of or in connection with the subject matter of this Agreement.

7.6 Costs on default

If the Owner defaults in the performance of any obligations under this Agreement the Owner will pay to Council and/or the Minister their reasonable costs of action taken to achieve compliance with this Agreement.

2. Agreement under Section 173 of the Act

The parties agree that without limiting or restricting their respective powers to enter into this Agreement and in so far as it can be so treated, this Agreement is made pursuant to section 173 of the Act.

3. Effect of Agreement

- 3.1 This Agreement is effective from the date of this Agreement.
- 3.2 The Owner's use and development of the subject land is subject to the conditions and obligations set out in this Agreement all of which are intended to achieve or advance the objectives of the Scheme.
- 3.3 The Owner's obligations will take effect as separate and several covenants which will be annexed to and run at law and equity with the subject land to bind the Owner and each of the Owner's successors, assigns or transferees including the registered proprietors, the mortgagees in possession and the beneficial owner for the time being of the subject land.

4. Owner' Warranties

Without limiting the operation or effect of this Agreement, the Owner warrants that:

- 4.1 except for the parties to this Agreement, any mortgagee who has consented to this Agreement and any other persons disclosed in writing to Council before the signing of this Agreement, no other person has any interest either legal or equitable in the subject land which may be affected by this Agreement or by development or use of the subject land; and
- 4.2 the Owner has obtained all necessary authorities and consents to bind all other persons who have any interest either legal or equitable in the subject land.

5. Successors in Title

Without limiting the operation or effect of this Agreement, the Owner must ensure that, until this Agreement is recorded on the folio of the register which relates to the subject land, the Owner's successors in title will:

- 5.1 give effect to, do all acts and sign all documents requiring those successors to give effect to this Agreement; and
- 5.2 execute a deed agreeing to be bound by this Agreement.

6. Covenants of Owner**6.1 Owner's Covenants**

The Owner covenants that:

- 6.1.1 construction of the Public Works must be completed by the Owner:

- (a) generally in accordance with the Public Works Plans;
- (b) in accordance with the CMA Approval (to the extent that it the CMA Approval applies to the Public Works);
- (c) to the satisfaction of the Council and the Minister;
- (d) in accordance with Schedule 1;

6.1.2 the Stage 4 Bulk Earthworks must be completed by the Owner in accordance with the Public Works Plans, Subdivision Permit, Development Permit and any subsequent planning permit relating to the Stage 4 Bulk Earthworks, before:

- (a) the Stage 4 Public Works commence; and
- (b) any residential development of Stage 4 commences; and

6.1.3 the Owner will not develop the subject land or allow it to be developed except in accordance with the plans endorsed under the Development Permit.

6.2 Notice

The Owner covenants to bring this Agreement to the attention of, and provide a copy to, all prospective purchasers, mortgagees, transferees and assigns.

6.3 Registration

The Owner covenants to:

- 6.3.1 consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the folio of the Register which relates to the subject land in accordance with section 181 of the Act; and
- 6.3.2 do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register.

6.4 Mortgagee to be Bound

The Owner covenants to obtain the consent of any mortgagee to be bound by the covenants in this Agreement if the mortgagee becomes mortgagee in possession of the subject land.

6.5 Council's Costs to be Paid

The Owner covenants to pay, within 28 days of written demand, Council's and the Minister's reasonable costs and expenses (including legal expenses) incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement.

6.6 Indemnity

The Owner covenants to indemnify, keep indemnified and hold harmless the Minister, Council, its officers, employees, agents, workmen and contractors from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit, action, demand, proceeding,

8. Ending of Agreement

- 8.1 Upon the issue of a Statement of Compliance for a plan of subdivision that creates a Residential Lot or a Reserve, this Agreement will end with respect to that Residential Lot or Reserve.
- 8.2 As soon as reasonably practicable after this Agreement has ended with respect to a Residential Lot or Reserve Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement in the register in respect of that Residential Lot or Reserve.

9. Notices

9.1 Service of Notice

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

- 9.1.1 personally on the party; or
- 9.1.2 by sending it by pre-paid post, addressed to that party at that party's address specified in this document or subsequently notified to each party as that party's address for service;
- 9.1.3 by facsimile to the person's number for service specified in this document or subsequently notified to each party; or
- 9.1.4 by email to the address provided by the receiving party from time to time for the express purpose of electronic communication regarding this Agreement.

9.2 Time of Service

A notice or other communication is deemed served:

- 9.2.1 if served personally, upon service;
- 9.2.2 if posted within Australia to an Australian address, 2 business days after posting and in any other case, 7 business days after posting;
- 9.2.3 if served by facsimile, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile;
- 9.2.4 if received after 6.00 pm in the place of receipt or on a day which is not a business day, at 9.00 am on the next business day; or
- 9.2.5 if sent by email, at the time of receipt in accordance with the Electronic Communications (Victoria) Act 2000.

10. Interpretation

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


- 10.1 undefined terms or words have the meanings given in the Act or the Scheme;

- 10.2 the singular includes the plural and the plural includes the singular;
- 10.3 a reference to a gender includes a reference to the other genders;
- 10.4 a reference to a person includes a reference to a firm, corporation or other corporate body;
- 10.5 if a party consists of more than one person this Agreement binds them jointly and each of them severally;
- 10.6 a reference to a 'planning scheme' or 'the Scheme' includes any amendment, consolidation, or replacement of such scheme and any document incorporated by reference into such scheme;
- 10.7 a reference to a statute includes any statutes amending, consolidating or replacing those statutes and any regulations made under the statutes;
- 10.8 where, in this Agreement, Council may exercise any power, duty or function, that power may be exercised on behalf of the Council by an authorised or delegated officer;
- 10.9 all headings are for ease of reference only and do not affect the interpretation of this Agreement;
- 10.10 the recitals to this Agreement form part of this Agreement;
- 10.11 a reference to a person includes a reference to a firm, corporation, association or other entity and their successors in law;
- 10.12 reference to the parties will include their transferees, heirs, assigns and liquidators, executors and legal personal representatives at the case may be;
- 10.13 reference to a document or agreement includes reference to that agreement or document as changed, novated or replaced from time to time;
- 10.14 where a word or phrase is given a definite meaning in this Agreement, a part of speech or other grammatical form of that word or phrase has a corresponding meaning.

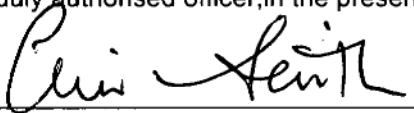
Signing Page

Executed by the parties as a deed

EXECUTED on behalf of the **MINISTER FOR ENERGY, ENVIRONMENT AND CLIMATE CHANGE** by Will Guthrie, Executive Director, Land Management Policy Division of the Department of Environment, Land, Water and Planning, pursuant to an instrument of delegation by its duly authorised officer, in the presence of:



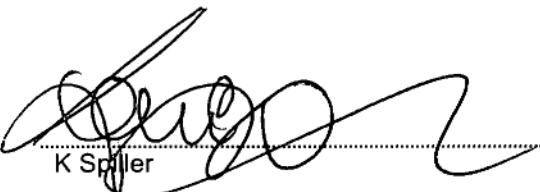
Will Guthrie



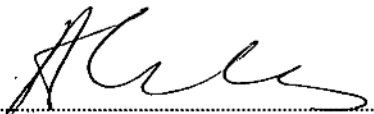
Witness

Clive Smith.
Name of Witness (print)

SIGNED SEALED AND DELIVERED on behalf of the **GREATER GEELONG CITY COUNCIL** by Kelvin Spiller, Chief Executive Officer, pursuant to an instrument of delegation authorised by Council resolution, in the presence of:

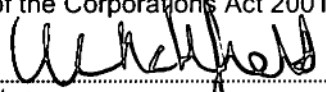


K Spiller



Witness

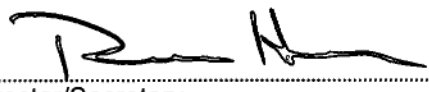
EXECUTED by **Balmoral Quay Pty Ltd (ACN 602 240 399)** in accordance with Section 127 of the Corporations Act 2001:



Director

Mark Rothfield
Full Name

Unit 1901, 582 St Kilda Rd
Melbourne VIC 3004
Address



Director/Secretary

Richard Daniel Jacob Herman
Full Name

20 Tennis Grove
Camfield North VIC 3161
Address

AQ575566B


Schedule 1

Component of Public Works	Date by which Public Works must be complete
Stage 1 Public Works	Prior to the issue of a Statement of Compliance for the residential subdivision of Stage 1.
Stage 2 Public Works	Prior to the issue of a Statement of Compliance for the residential subdivision of Stage 2.
Stage 3 Public Works.	Prior to the issue of a Statement of Compliance for the residential subdivision of Stage 3.
Stage 4 Public Works	Prior to the issue of a Statement of Compliance for the residential subdivision of Stage 4.

MORTGAGEE CONSENT

National Australia Bank Limited as Mortgagee under Instrument of Mortgage No. AN244658U consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.

DATED: 8/11/17



ROBERT MOULDEN
Senior Business Banking Manager
Elsternwick

Executed for and on behalf of

National Australia Bank

AQ575566B

**Department of
Environment Land
Water and Planning**

DELWP Ref: 0703858/0703858/2002838/SP453481

CONSENT FOR USE AND DEVELOPMENT OF COASTAL CROWN LAND

SECTION 40 COASTAL MANAGEMENT ACT 1995

Crown Description: Crown Allotment 2009, Parish of Moorpanyal, Crown Allotment 60C, Parish of Moorpanyal, Crown Allotment 58A, Parish of Moorpanyal

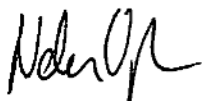
Local Name: Rippleside Shipyard (Balmoral Quay)

Street Address: Liverpool Street

CONSENT FOR: RIPPLESIDE SHIPYARD REDEVELOPMENT

Pursuant to *Section 40(1)* of the *Coastal Management Act 1995*, and as delegated by the Minister, I consent to the proposed use and development subject to the following conditions:


1. Works are to be completed to the satisfaction of the Program Manager Public Land Administration, Department of Environment, Land, Water and Planning (the Manager).
2. All works are to be consistent with the application dated 3 June 2015.
3. Any proposed amendments to the works including changes to the design or siting must be provided in writing to the Department of Environment, Land, Water and Planning and written approval obtained from the Manager prior to any changes being implemented.
4. Land manager endorsement by the City of Greater Geelong is required for each stage of the works and must be provided in writing and form part of the detailed package submitted to the Department for each stage of the project.
5. Prior to commencement of construction, detailed plans and drawings for Stage 1 works must be submitted and approved by the Department. Further detailed plans for Stages 2, 3, and 4 will also require approval before these works can commence.
6. All protection structures must be designed in line with sea level rise predictions of not less than .8 metres.
7. The construction site is to be maintained to a safe standard to avoid public risk, and where practical public use is to be excluded from the construction area using signs and appropriate barriers.
8. All works are to be constructed to Australian Standards and to be certified for public use prior to public use.
9. The site is to be left in a clean and tidy condition at the completion of works.
10. All future maintenance is the responsibility of Balmoral Quay Pty Ltd until the conclusion of works and in line with parameters set out in the Development Agreement, whereby City of Greater Geelong will be responsible for assets on coastal Crown land.
11. The consent will expire if the works are not completed within 5 years of the date of issue unless an extension of time is applied for and granted by the Manager.



Helen Vaughan
Regional Director
Barwon South West

24/07/2015



PLAN OF SUBDIVISION			EDITION 3	PLAN NUMBER PS814484L
LOCATION OF LAND PARISH: MOORPANYAL TOWNSHIP: - SECTION: - CROWN ALLOTMENT: 60A & 60B CROWN PORTION: 60 (PART) TITLE REFERENCE: VOL.11811 FOL.435 LAST PLAN REFERENCE: LAND IN PC372672J POSTAL ADDRESS: 43 LIVERPOOL STREET, (at time of subdivision) RIPPLESIDE, 3215. MGA CO-ORDINATES: E: 268 420 ZONE: 55 (of approx centre of land N: 5 776 980 GDA 94 in plan)			MUNICIPALITY: CITY OF GREATER GEELONG	
VESTING OF ROADS AND/OR RESERVES			NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON		SEE SHEET 2 FOR NOTATIONS	
RESERVE No.1	BARWON REGION WATER CORPORATION			
NOTATIONS				
DEPTH LIMITATION: 15 METRES BELOW THE SURFACE OF C.A. 60A & 60B				
SURVEY: This plan is is not based on survey. STAGING: This is is not a staged subdivision. Planning Permit No. 1046-2014/A This survey has been connected to permanent marks No(s). 410 & 411 In Proclaimed Survey Area No. -				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
EASEMENTS AND RIGHTS IMPLIED BY SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1, E-2, E-3, E-4 & E-5	POWERLINE	SEE PLAN	THIS PLAN, SECTION 88 ELECTRICITY INDUSTRY ACT 2000	POWERCOR AUSTRALIA LIMITED
E-1, E-2, E-6 & E-7	PIPELINES OR ANCILLARY PURPOSES	SEE PLAN	THIS PLAN & SECTION 136 WATER ACT 1989	BARWON REGION WATER CORPORATION
E-2 & E-6	CARRIAGEWAY	SEE PLAN	THIS PLAN	BARWON REGION WATER CORPORATION
*E-8, *E-9, E-10	PIPELINES OR ANCILLARY PURPOSES (* LIMITED TO HEIGHT - SEE NOTATIONS)	SEE PLAN	THIS PLAN & SECTION 136 WATER ACT 1989	BARWON REGION WATER CORPORATION
 ABN 11 125 568 461 Level 1, 27-31 Myers Street (PO Box 1137) Geelong, VIC Australia 3220 Phone +61 3 5202 4600 Fax +61 3 5202 4691 Email: victoria@cardno.com.au Web: www.cardno.com		SURVEYORS FILE REF: 11852-100	ORIGINAL SHEET SIZE: A3	SHEET 1 OF 16 SHEETS
		DAVID R. RENDLE / VERSION 1	THIS IS A LAND USE VICTORIA COMPILED PLAN FOR DETAILS SEE MODIFICATION TABLE HEREIN	

PLAN NUMBER
PS814484L

NOTATIONS

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:

MEDIAN : BOUNDARIES MARKED **M**
 INTERIOR FACE : BOUNDARIES MARKED **U**
 EXTERIOR FACE : ALL OTHER BOUNDARIES

— — — OR <<< DENOTES STRUCTURE (NON BOUNDARY)

PT. DENOTES PART OF LOT.
 C.P.1 DENOTES COMMON PROPERTY No.1.
 C.P.2 DENOTES COMMON PROPERTY No.2.
 C.P.3 DENOTES COMMON PROPERTY No.3.
 C.P.4 DENOTES COMMON PROPERTY No.4.

COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT THE LOTS AND COMMON PROPERTY No.s 2, 3 & 4.

LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS.

COMMON PROPERTY No.1 SHOWN AS HABOURSIDE DRIVE AND LADY NELSON DRIVE ARE PRIVATE ROADS.

ALL INTERNAL COLUMNS, SERVICE DUCTS, PIPE SHAFTS, CABLE DUCTS, AND SERVICE INSTALLATIONS WITHIN LOTS 38, 41 & 44 ARE DEEMED TO BE PART OF COMMON PROPERTY No.2. THE POSITIONS OF THESE COLUMNS, SERVICE DUCTS, PIPE SHAFTS, CABLE DUCTS AND SERVICE INSTALLATIONS MAY NOT HAVE BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN.

ALL INTERNAL COLUMNS, SERVICE DUCTS, PIPE SHAFTS, CABLE DUCTS, AND SERVICE INSTALLATIONS WITHIN LOTS 35, 40 & 43 ARE DEEMED TO BE PART OF COMMON PROPERTY No.3. THE POSITIONS OF THESE COLUMNS, SERVICE DUCTS, PIPE SHAFTS, CABLE DUCTS AND SERVICE INSTALLATIONS MAY NOT HAVE BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN.

ALL INTERNAL COLUMNS, SERVICE DUCTS, PIPE SHAFTS, CABLE DUCTS, AND SERVICE INSTALLATIONS WITHIN LOTS 30, 39 & 42 ARE DEEMED TO BE PART OF COMMON PROPERTY No.4. THE POSITIONS OF THESE COLUMNS, SERVICE DUCTS, PIPE SHAFTS, CABLE DUCTS AND SERVICE INSTALLATIONS MAY NOT HAVE BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN.

OTHER PURPOSE OF PLAN
 REMOVAL OF CARRIAGEWAY EASEMENT E-1 ON TP73266L.

GROUNDS FOR REMOVAL
 BY DIRECTION IN PLANNING PERMIT No. 1046-2014/A

*EASEMENT E-8 THE UPPER LIMIT IS 2 METRES ABOVE THE SURFACE OF THAT PART OF THE SITE.

*EASEMENT E-9 THE UPPER LIMIT IS THE UNDERSIDE OF ANY BUILDING.



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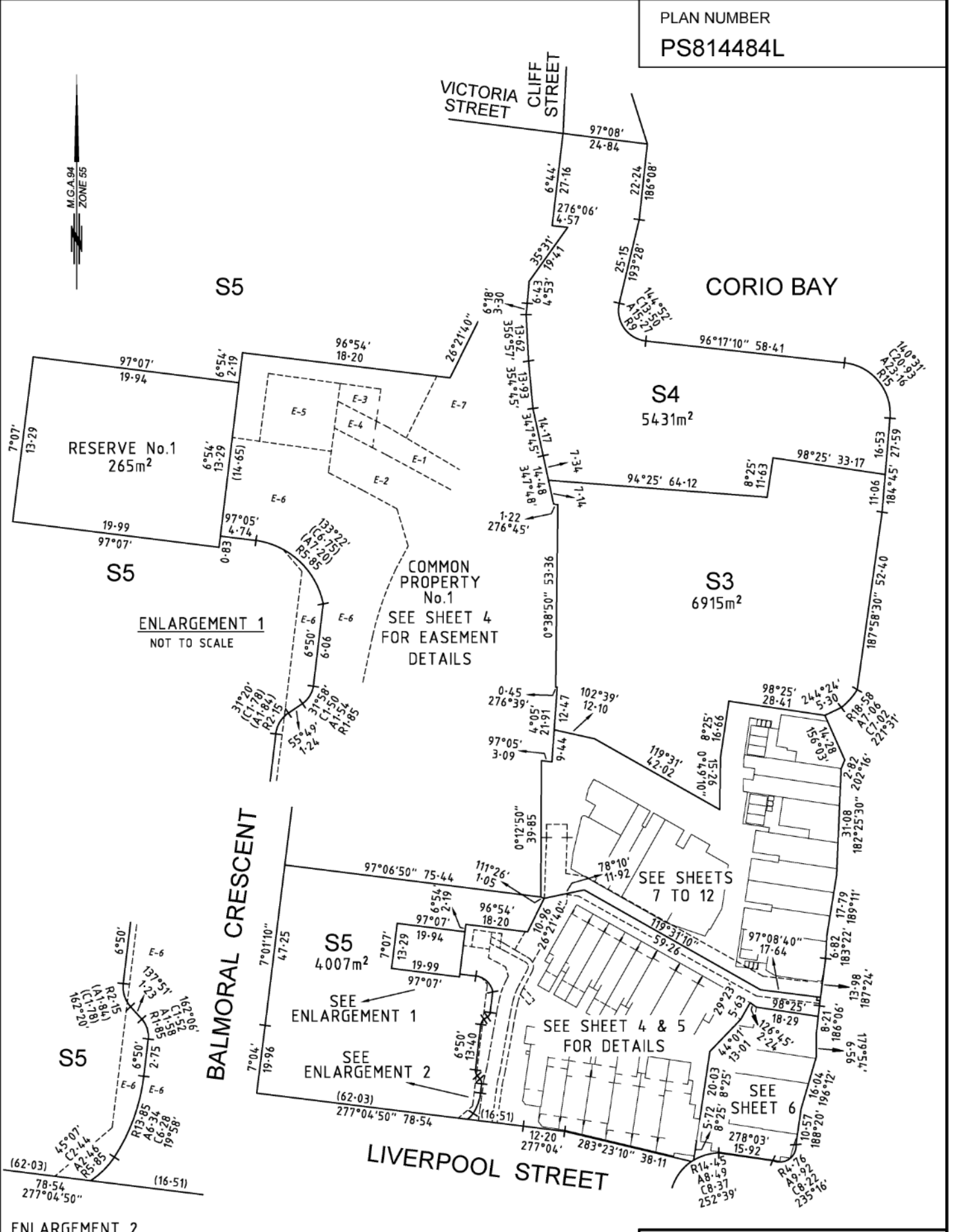
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ORIGINAL SHEET
 SIZE: A3

SHEET 2

DAVID R. RENDLE / VERSION 1

PLAN NUMBER
PS814484L



ENLARGEMENT 1
NOT TO SCALE

ENLARGEMENT 2
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SURVEYORS FILE REF: 11852-100



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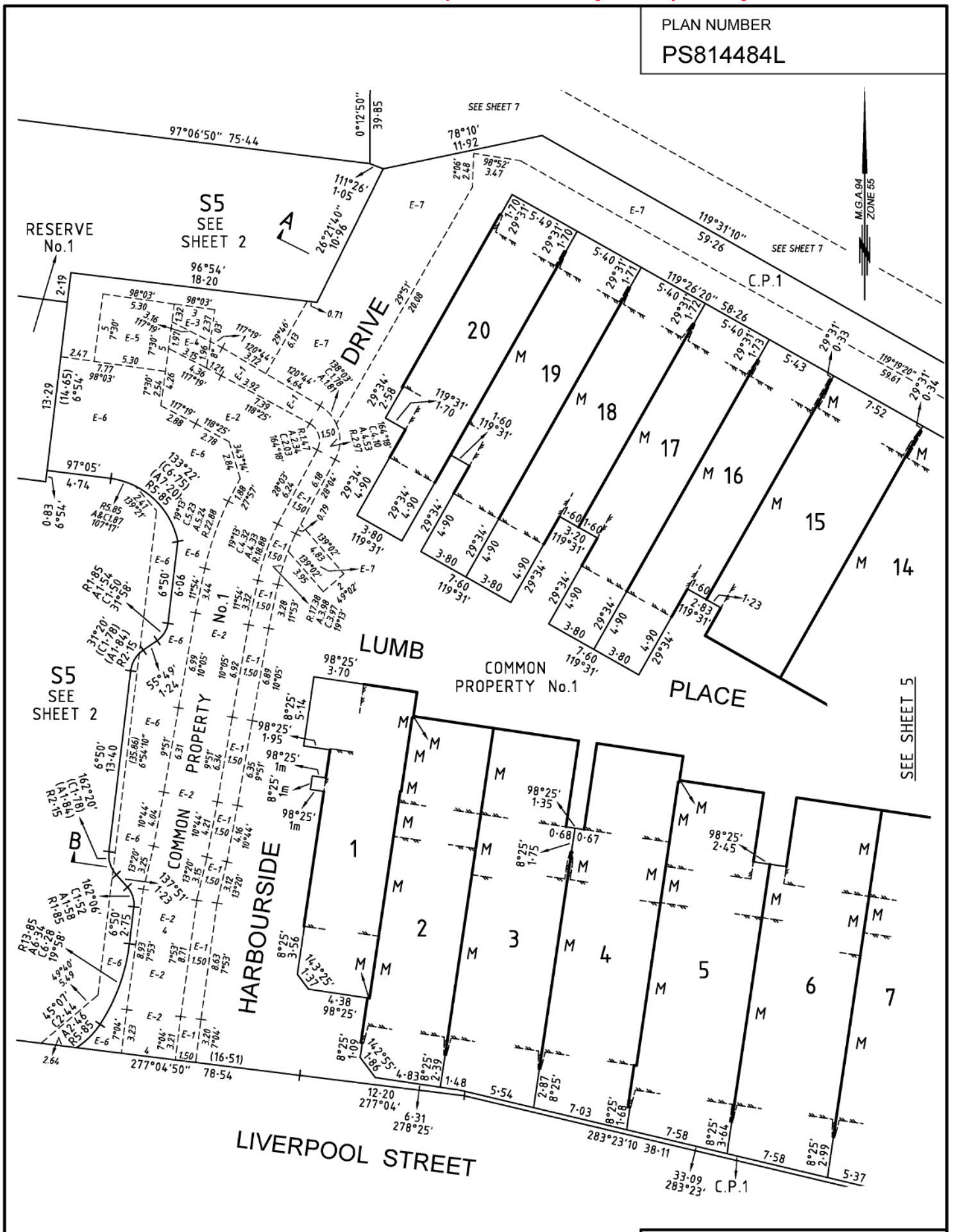
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PLAN NUMBER
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LENGTHS ARE IN METRES

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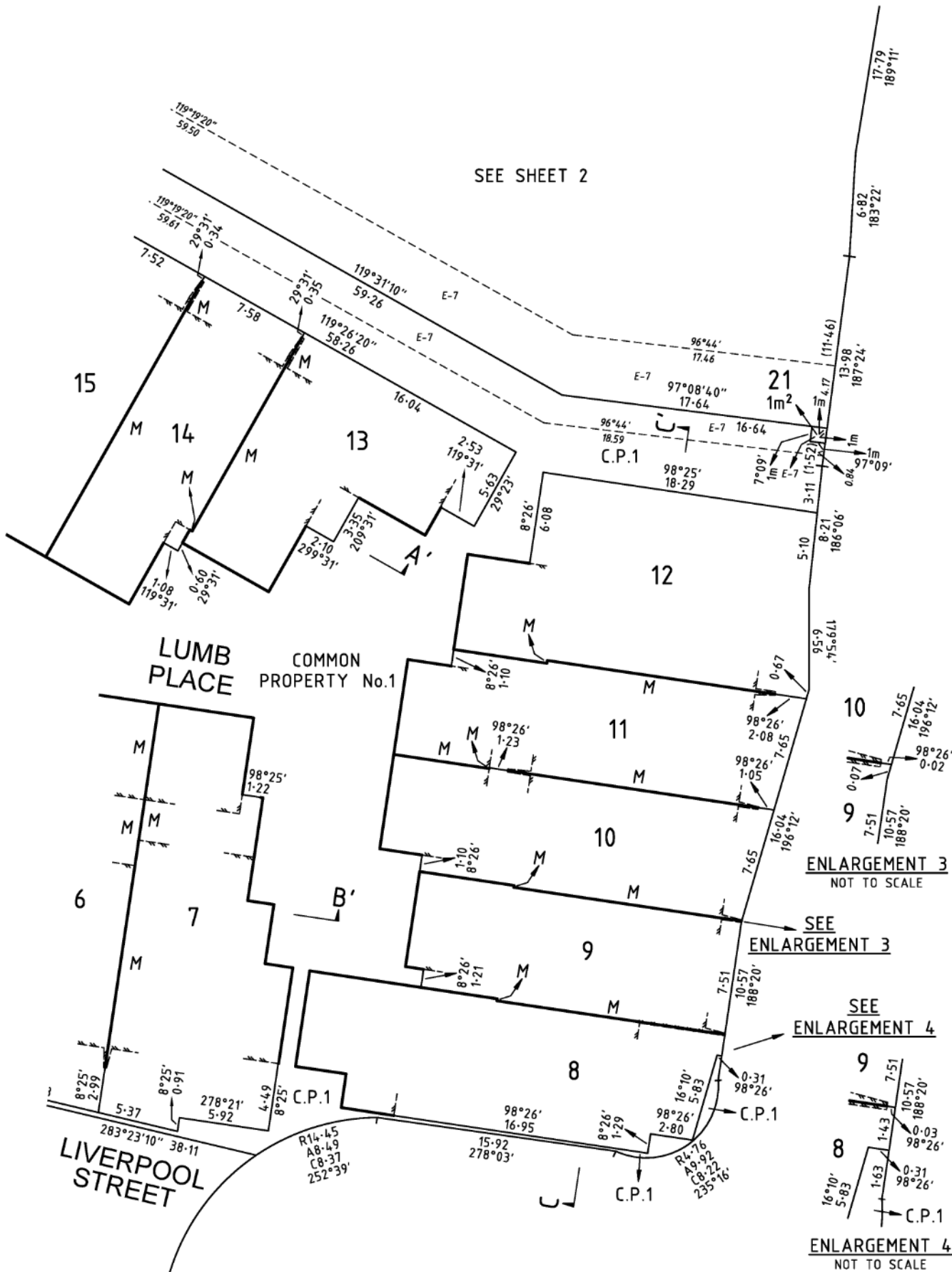
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DAVID R. RENDLE / VERSION 1

PLAN NUMBER
PS814484L

SEE SHEET 2

SEE SHEET 3



ENLARGEMENT 3
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SEE
ENLARGEMENT 3

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ENLARGEMENT 4

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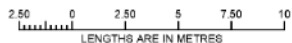
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TGM Group
1/27-31 Myers Street (PO Box 1137)
Geelong Vic 3220
T 03 5202 4600
F 03 5202 4691
ABN 11 125 568 461
www.tgmgroup.com



Geelong | Melbourne | Ballarat

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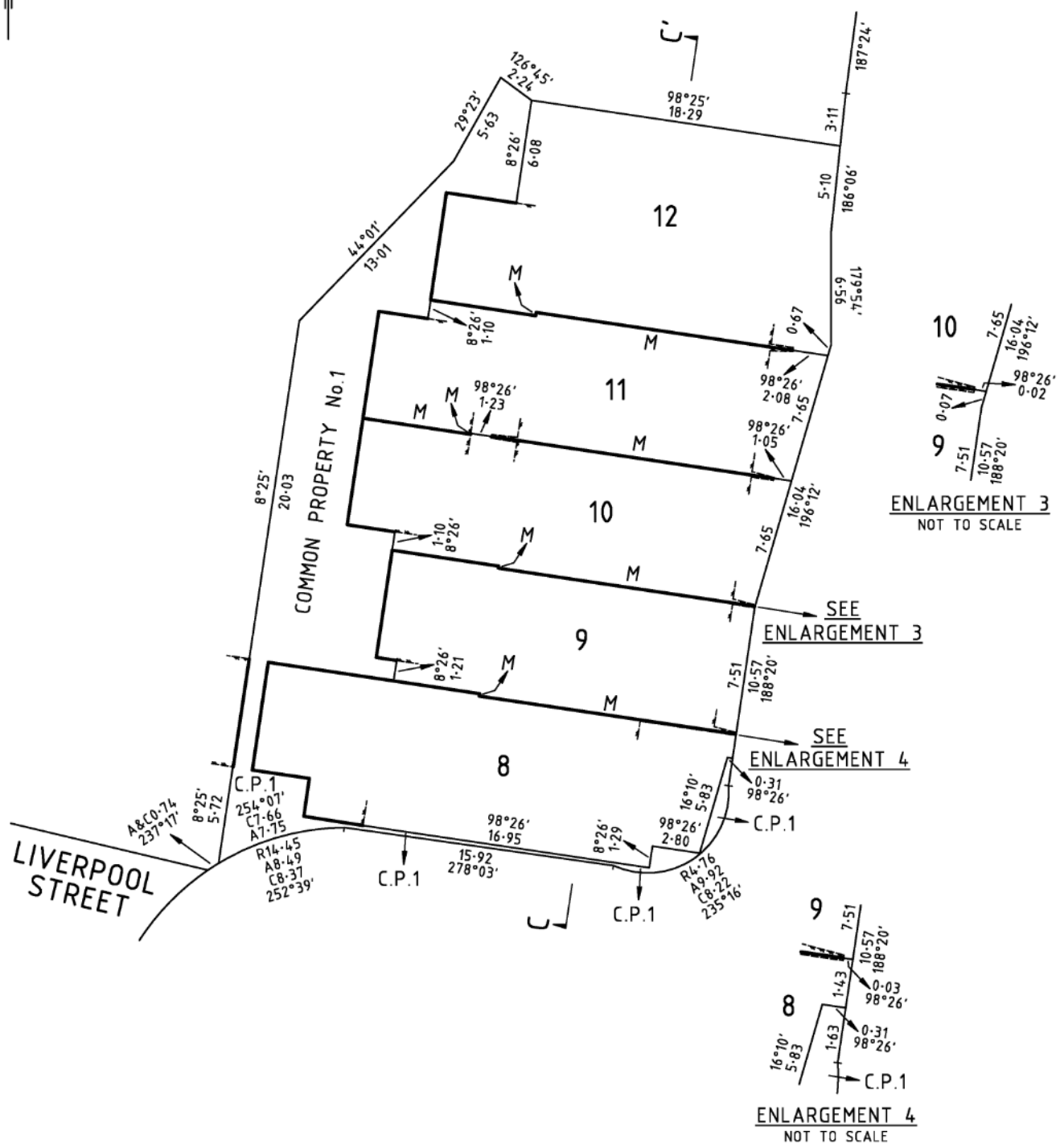


RAYMOND JAMES DUNN

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SHEET 4

PS814484L



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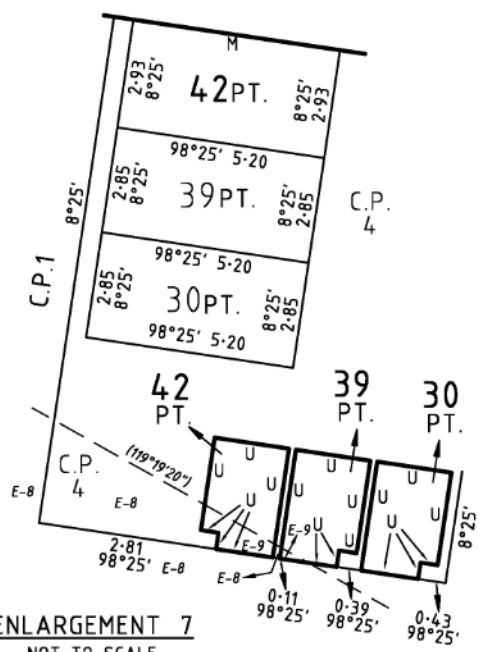
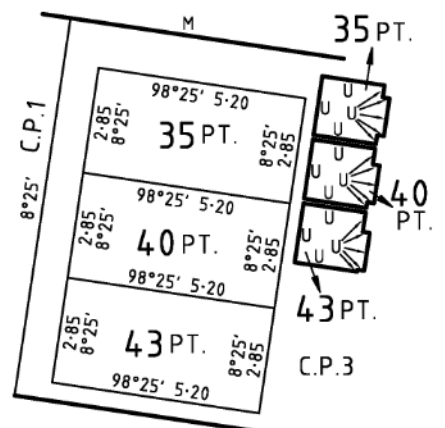
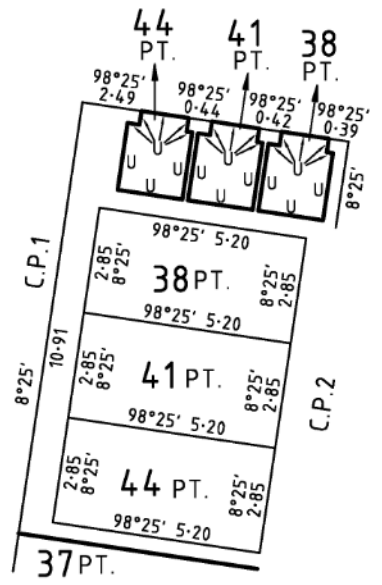
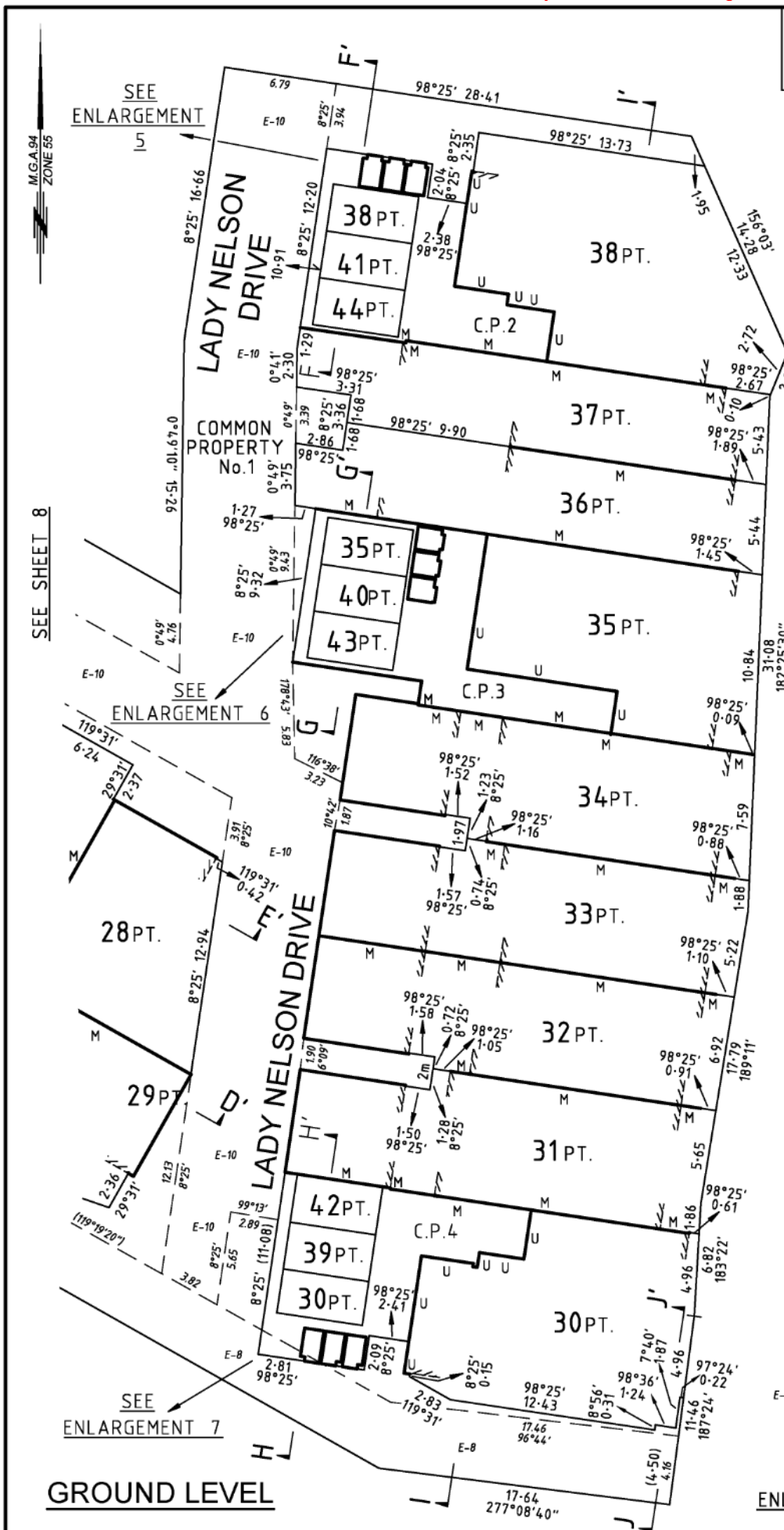
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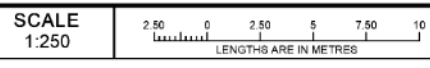
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GROUND LEVEL



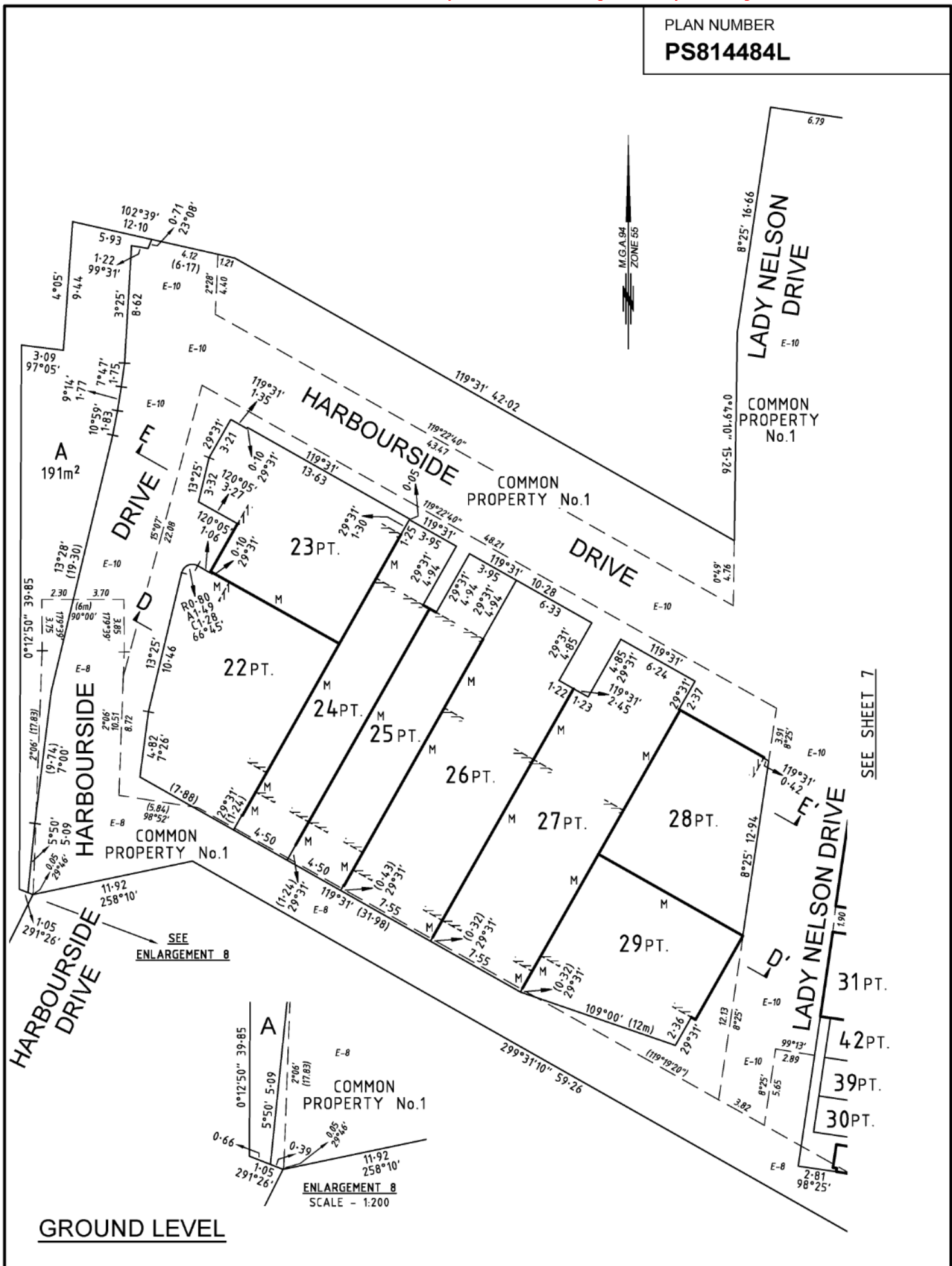
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ORIGINAL SHEET SIZE: A3
 SHEET 7

DAVID R. RENDLE / VERSION 1

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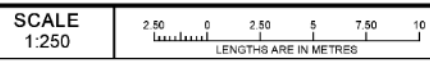


SEE SHEET 7

GROUND LEVEL



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 Email: victoria@cardno.com.au Web: www.cardno.com

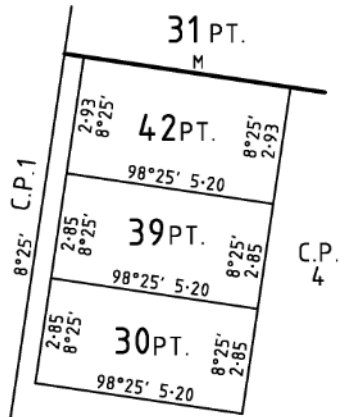
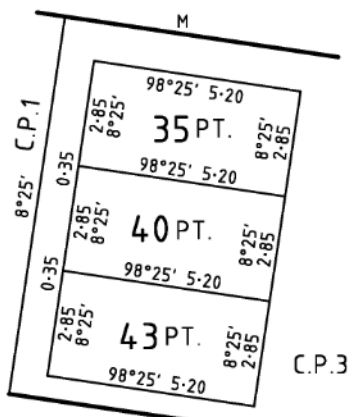
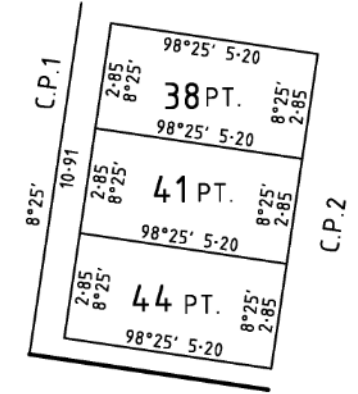
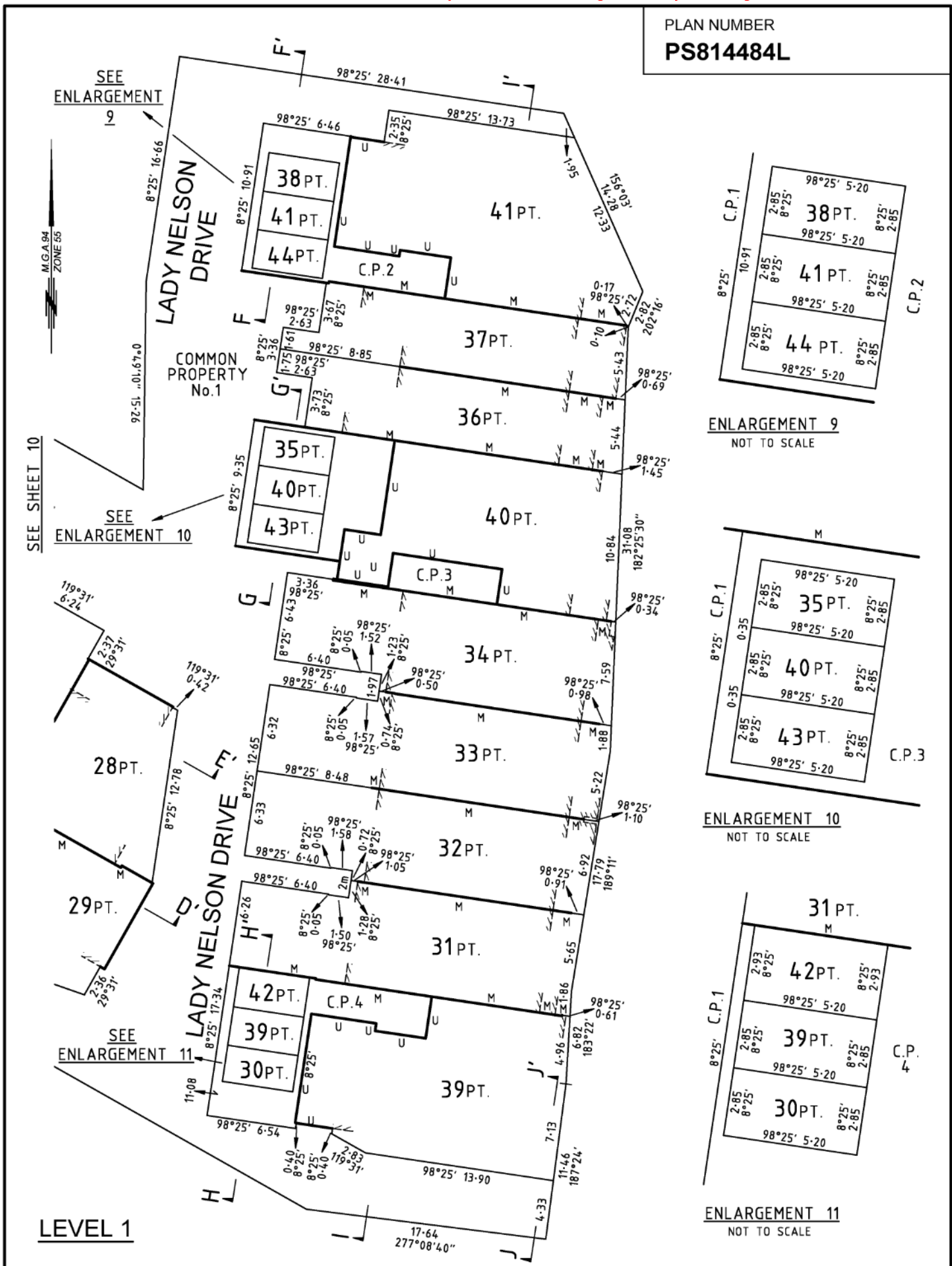


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SHEET 8

DAVID R. RENDLE / VERSION 1

PLAN NUMBER
PS814484L



LEVEL 1



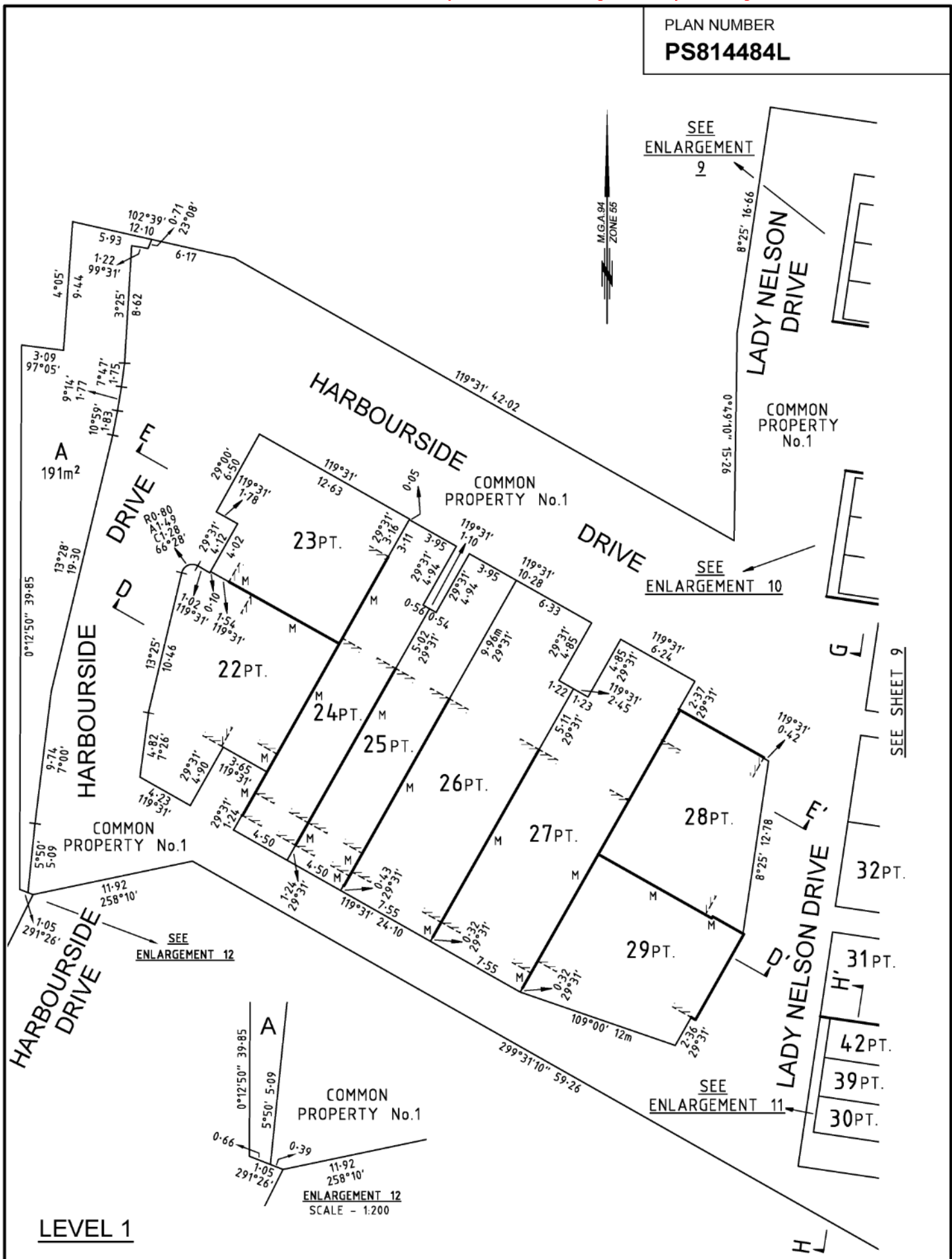
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 LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3 SHEET 9

DAVID R. RENDLE / VERSION 1

PLAN NUMBER
PS814484L



LEVEL 1



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SCALE
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LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

SHEET 10

DAVID R. RENDLE / VERSION 1

PLAN NUMBER
PS814484L

M.G.A. 94
ZONE 55

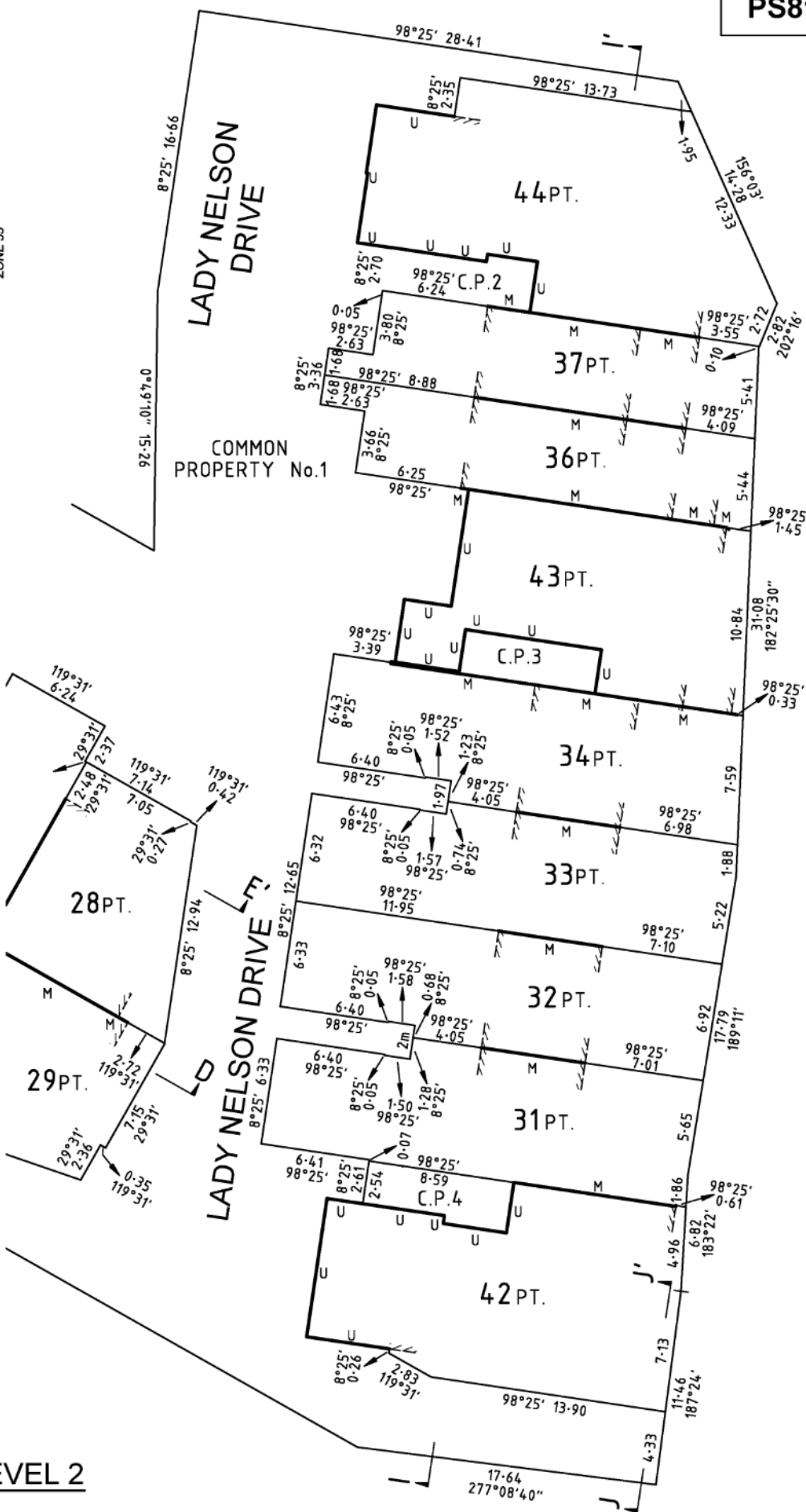
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LADY NELSON DRIVE

COMMON PROPERTY No.1

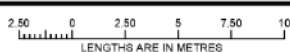
LADY NELSON DRIVE

LEVEL 2



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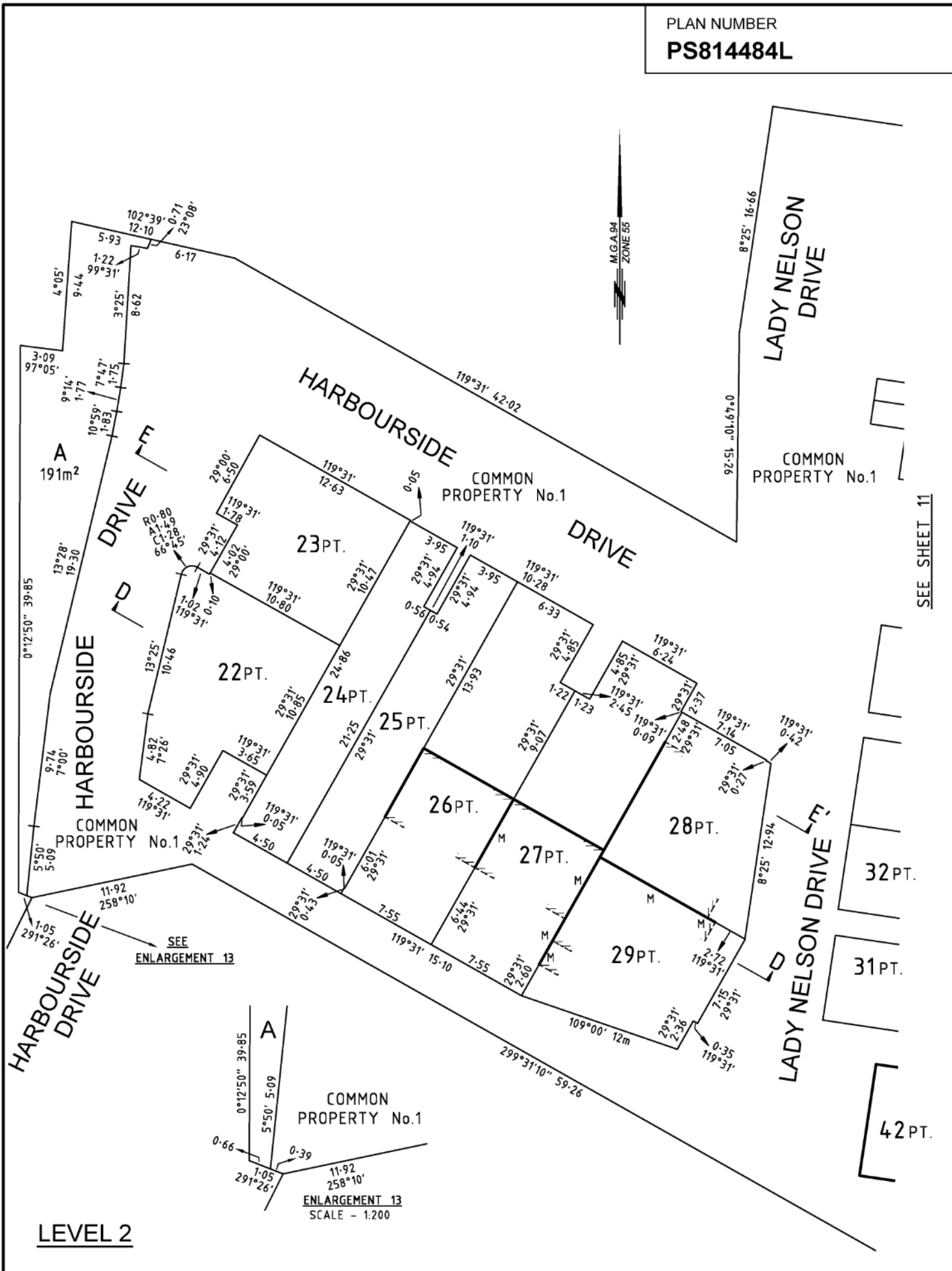


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SHEET 11

DAVID R. RENDLE / VERSION 1

PLAN NUMBER
PS814484L



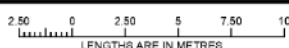
SEE SHEET 11

LEVEL 2



ABN 11 125 568 461
Level 1, 27-31 Myers Street (PO Box 1137) Geelong, VIC Australia 3220
Phone +61 3 5202 4600 Fax +61 3 5202 4691
Email: victoria@cardno.com.au Web: www.cardno.com

SCALE
1:250

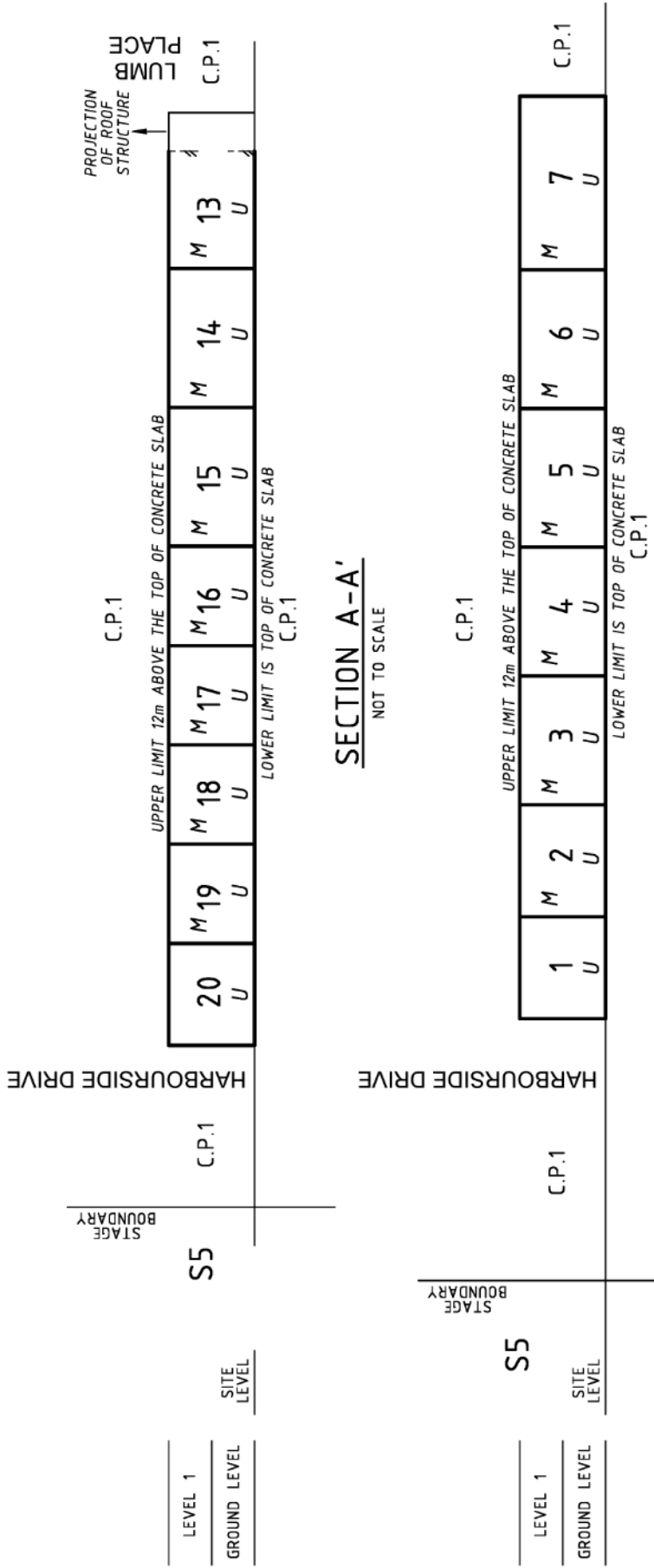


ORIGINAL SHEET
SIZE: A3

SHEET 12

DAVID R. RENDLE / VERSION 1

PLAN NUMBER
PS814484L



SECTION A-A'
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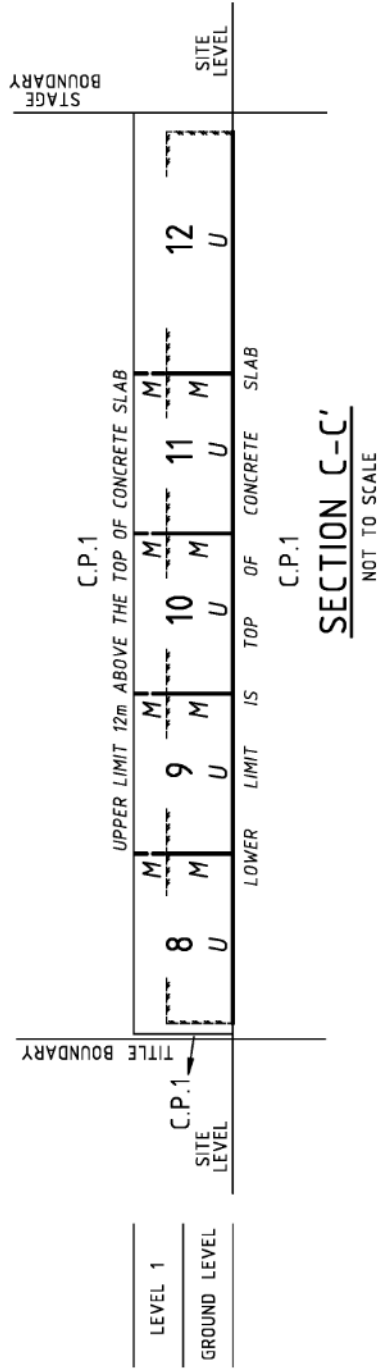
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SURVEYORS FILE REF: 11852-100
ORIGINAL SHEET SIZE: A3
SHEET 13

SCALE N.T.S.
NOT TO SCALE
LENGTHS ARE IN METRES
DAVID R. RENDLE / VERSION 1

ABN 11 125 568 461
Level 1, 27-31 Myers Street (PO Box 1137) Geelong, VIC Australia 3220
Phone +61 3 5202 4600 Fax +61 3 5202 4691
Email: vic@cardno.com.au Web: www.cardno.com

PS814484L



Cardno
TGM

ABN 11 125 588 461
Level 1, 27-31 Myers Street (PO Box 1137) Geelong, VIC Australia 3220
Phone +61 3 5202 4600 Fax +61 3 5202 4691
Email: vicinfo@cardno.com.au Web: www.cardno.com

SURVEYORS FILE REF: 11852-100

SCALE
N.T.S.

NOT TO SCALE
LENGTHS ARE IN METRES

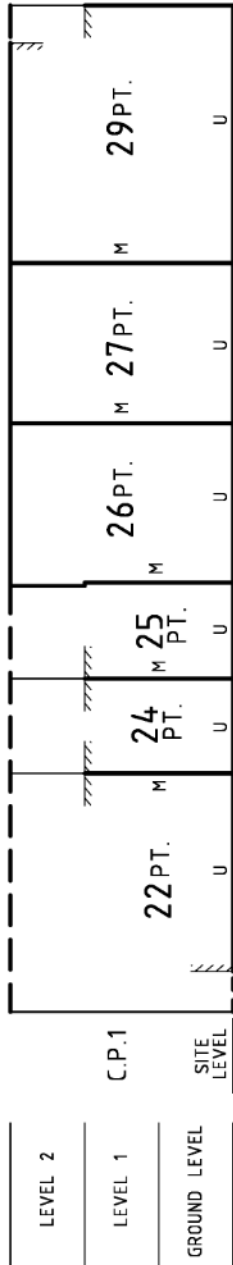
ORIGINAL SHEET
SIZE: A3

SHEET 14

DAVID R. RENDELLE / VERSION 1

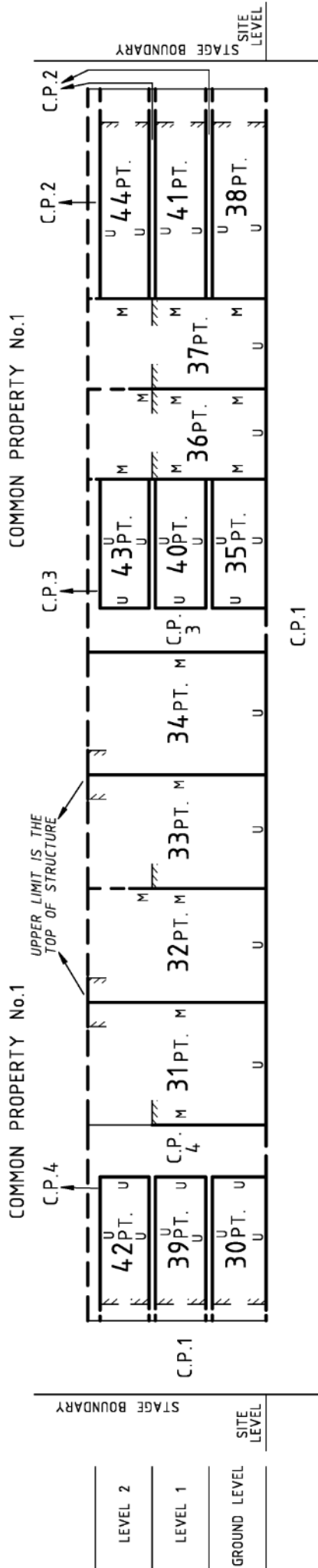
PLAN NUMBER
PS814484L

COMMON PROPERTY No.1



C.P.1

SECTION D-D'
NOT TO SCALE



SECTION I-I'
NOT TO SCALE



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SCALE
N.T.S.

NOT TO SCALE
LENGTHS ARE IN METRES

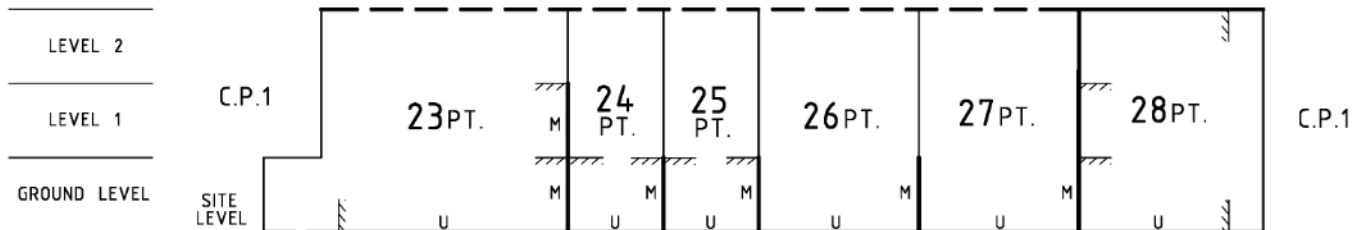
DAVID R. RENDLE / VERSION 1

ORIGINAL SHEET
SIZE: A3

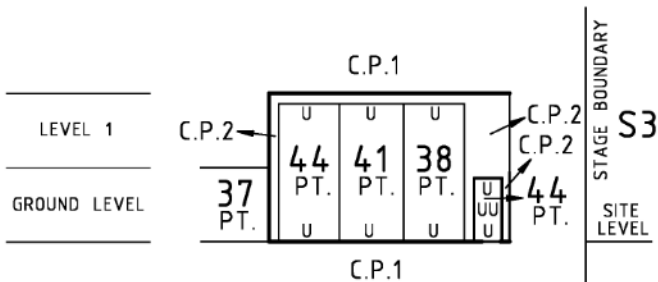
SHEET 15

PLAN NUMBER
PS814484L

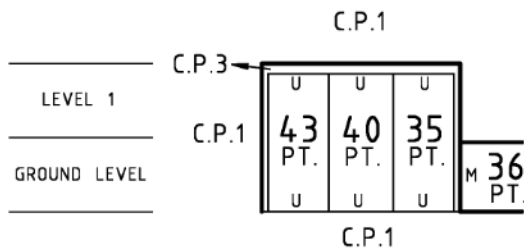
COMMON PROPERTY No.1



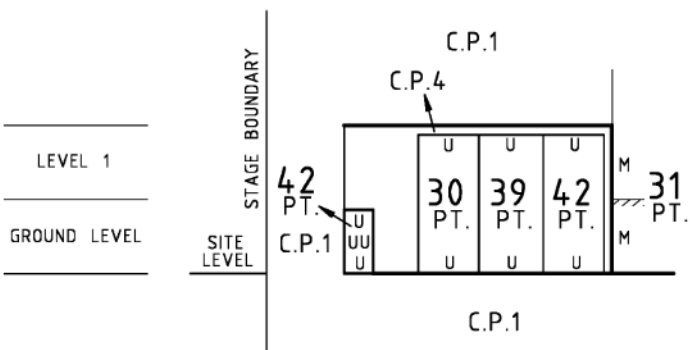
C.P.1
SECTION E-E'
NOT TO SCALE



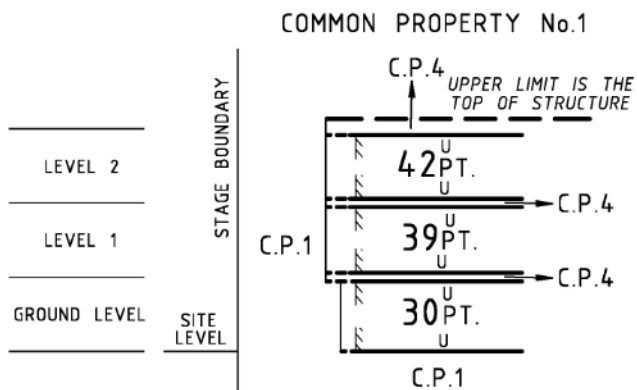
SECTION F-F'
NOT TO SCALE



SECTION G-G'
NOT TO SCALE



SECTION H-H'
NOT TO SCALE



SECTION J-J'
NOT TO SCALE



ABN 11 125 568 461
Level 1, 27-31 Myers Street (PO Box 1137) Geelong, VIC Australia 3220
Phone +61 3 5202 4600 Fax +61 3 5202 4691
Email: victoria@cardno.com.au Web: www.cardno.com

SCALE
N.T.S.

NOT TO SCALE
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

SHEET 16

DAVID R. RENDLE / VERSION 1



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Owners Corporation Search Report

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Produced: 14/05/2021 12:25:04 PM

OWNERS CORPORATION 1
PLAN NO. PS814484L

The land in PS814484L is affected by 4 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Properties 1 - 4, Lots 1 - 44, S3, S4, S5.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

LEVEL 5 520 COLLINS STREET MELBOURNE VIC 3000

OC037924P 19/01/2018

Owners Corporation Manager:

NIL

Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:

1. AT687718D 14/10/2020

Additional Owners Corporation Information:

OC037924P 19/01/2018

Notations:

ONLY THE MEMBERS OF OWNERS CORPORATION NO. 2 ARE ENTITLED TO USE COMMON PROPERTY NO. 2 ONLY THE MEMBERS OF OWNERS CORPORATION NO. 3 ARE ENTITLED TO USE COMMON PROPERTY NO. 3 ONLY THE MEMBERS OF OWNERS CORPORATION NO. 4 ARE ENTITLED TO USE COMMON PROPERTY NO. 4

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Common Property 3	0	0
Common Property 4	0	0
Lot 1	200	200
Lot 2	200	200



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 14/05/2021 12:25:04 PM

**OWNERS CORPORATION 1
PLAN NO. PS814484L**

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 3	200	200
Lot 4	200	200
Lot 5	200	200
Lot 6	200	200
Lot 7	200	200
Lot 8	200	200
Lot 9	200	200
Lot 10	200	200
Lot 11	200	200
Lot 12	200	200
Lot 13	200	200
Lot 14	200	200
Lot 15	200	200
Lot 16	200	200
Lot 17	200	200
Lot 18	200	200
Lot 19	200	200
Lot 20	200	200
Lot 21	1	1
Lot 22	200	200
Lot 23	200	200
Lot 24	200	200
Lot 25	200	200
Lot 26	200	200
Lot 27	200	200
Lot 28	200	200
Lot 29	200	200
Lot 30	200	200
Lot 31	200	200



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Owners Corporation Search Report

Produced: 14/05/2021 12:25:04 PM

OWNERS CORPORATION 1
PLAN NO. PS814484L

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 32	200	200
Lot 33	200	200
Lot 34	200	200
Lot 35	200	200
Lot 36	200	200
Lot 37	200	200
Lot 38	200	200
Lot 39	200	200
Lot 40	200	200
Lot 41	200	200
Lot 42	200	200
Lot 43	200	200
Lot 44	200	200
Lot S3	4800	1
Lot S4	6400	1
Lot S5	6000	1
Total	25801.00	8604.00

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.



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OWNERS CORPORATION 2
PLAN NO. PS814484L

The land in PS814484L is affected by 4 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 2, Lots 38, 41, 44.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

SUITE 2 190 RYRIE STREET GEELONG VIC 3220

OC049237S 21/08/2020

Owners Corporation Manager:

NIL

Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:

1. AT687719B 14/10/2020

Additional Owners Corporation Information:

OC049237S 21/08/2020

Notations:

FOLIO OF THE REGISTER FOR COMMON PROPERTY NO. 2 IS IN THE NAME OF OWNERS CORPORATION NO. 1
MEMBERS OF OWNERS CORPORATION NO. 2 ARE ALSO AFFECTED BY OWNERS CORPORATION NO. 1

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot 38	100	100
Lot 41	100	100
Lot 44	100	100
Total	300.00	300.00

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**OWNERS CORPORATION 2
PLAN NO. PS814484L**

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Statement End.



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Produced: 14/05/2021 12:25:05 PM

OWNERS CORPORATION 3
PLAN NO. PS814484L

The land in PS814484L is affected by 4 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 3, Lots 35, 40, 43.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

SUITE 2 109 RYRIE STREET GEELONG VIC 3220

OC049238Q 21/08/2020

Owners Corporation Manager:

NIL

Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:

1. AT687720S 14/10/2020

Additional Owners Corporation Information:

OC049238Q 21/08/2020

Notations:

FOLIO OF THE REGISTER FOR COMMON PROPERTY NO. 3 IS IN THE NAME OF OWNERS CORPORATION NO. 1
MEMBERS OF OWNERS CORPORATION NO. 3 ARE ALSO AFFECTED BY OWNERS CORPORATION NO. 1

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 3	0	0
Lot 35	100	100
Lot 40	100	100
Lot 43	100	100
Total	300.00	300.00

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan,



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**OWNERS CORPORATION 3
PLAN NO. PS814484L**

Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.



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Produced: 14/05/2021 12:25:05 PM

OWNERS CORPORATION 4
PLAN NO. PS814484L

The land in PS814484L is affected by 4 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 4, Lots 30, 39, 42.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

SUITE 2 190 RYRIE STREET GEELONG VIC 3220

OC049239N 21/08/2020

Owners Corporation Manager:

NIL

Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:

1. AT687721Q 14/10/2020

Additional Owners Corporation Information:

OC049239N 21/08/2020

Notations:

FOLIO OF THE REGISTER FOR COMMON PROPERTY NO. 4 IS IN THE NAME OF OWNERS CORPORATION NO. 1
MEMBERS OF OWNERS CORPORATION NO. 4 ARE ALSO AFFECTED BY OWNERS CORPORATION NO. 1

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 4	0	0
Lot 30	100	100
Lot 39	100	100
Lot 42	100	100
Total	300.00	300.00

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan,



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Owners Corporation Search Report

Produced: 14/05/2021 12:25:05 PM

**OWNERS CORPORATION 4
PLAN NO. PS814484L**

Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

Register Search Statement - Volume 11951 Folio 506

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

VOLUME 11951 FOLIO 506

Security no : 124089906990P
Produced 14/05/2021 12:26 PM

LAND DESCRIPTION

Reserve 1 on Plan of Subdivision 814484L.
PARENT TITLE Volume 11811 Folio 435
Created by instrument AQ657149N 23/01/2018

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
BARWON REGION WATER CORPORATION of 55-67 RYRIE STREET GEELONG VIC 3220
AQ657149N 23/01/2018

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 Section 173 Planning and Environment Act 1987
AQ458208J 17/11/2017

AGREEMENT Section 173 Planning and Environment Act 1987
AQ575566B 21/12/2017

DIAGRAM LOCATION

SEE PS814484L 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: 11 HARBOURSIDE DRIVE RIPPLESIDE VIC 3215

ADMINISTRATIVE NOTICES

NIL

eCT Control 03532W BARWON REGION WATER CORPORATION
Effective from 23/01/2018

DOCUMENT END

The information supplied has been obtained by SAI Global Property Division Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA[®] System. Delivered at 14/05/2021, for Order Number 68083072. Your reference: P0022457.



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Electronic Instrument Statement

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Produced: 14/05/2021 12:26:35 PM

Dealing Number: AQ657149N

Rectification Date: 23/01/2018

Rectification Category: Folio: Create New Folio

Status: Registered

RECTIFICATION

Raised By: REGISTRAR OF TITLES
DX 250639 MELBOURNE

Folio Affected	CofT Supplied	Controlling Party
11811/435	No	

Details of Rectification

NO TITLE CREATED FOR RESERVE NO.1. NEW TITLE TO BE CREATED.

Error caused by Dealing: PS814484L

Statement End.

AQ458208J

Application by a responsible authority for the recording of an agreement

Section 181 Planning and Environment Act 1987

Form 21

Lodged by:

Name: *City of Greater Geelong*

Phone:

Address:

Ref:

Customer code: *9866 H*

Privacy Collection Statement
The information from this form is collected by the Registrar of Titles under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes. *R*

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

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

Certificate of Title Volume 11811 Folio 435

Responsible authority: *(name and address)*

Greater Geelong City Council, 30 Gheringhap Street, GEELONG, VIC 3220

Section and Act under which agreement made:

Section 173 Planning and Environment Act 1987

A copy of the agreement is attached to this application:

Signature for the responsible authority: *M Garrett*

Name of officer: *Melissa Anne Garrett*
Co-ordinator Statutory Planning

Date:

AQ458208J

Date 12/10/2017

Section 173 Agreement

Subject Land: The land at 43 Liverpool Street, Rippleside

Greater Geelong City Council
and

Balmoral Quay Pty Ltd
(ACN 602 240 399)

Contents

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3.	Effect of Agreement.....	5
4.	Owner' Warranties.....	5
5.	Successors in Title	5
6.	Covenants of Owner	6
7.	General.....	8
8.	Notices	9
9.	Interpretation	9

Section 173 Agreement

Dated / /

Parties

Name	Greater Geelong City Council
Address	30 Gheringhap Street, Geelong VIC 3220
Short name	Council

Name	Balmoral Quay Pty Ltd ACN 602 240 399
Address	c/- Gersh Investment Partners, Level 2, 650 Chapel Street, South Yarra VIC 3141
Short name	Owner

Background

- A. The Owner is the registered proprietor of the subject land.
- B. Council issued the Development Permit which allows for the development and use of the subject land for a convenience shop, restricted recreation facility, marina and more than 98 dwellings.
- C. Condition 1 of the Development Permit requires the Owner to enter into an agreement pursuant to section 173 of the Act. Condition 1 provides as follows:

Before the development starts, the owner must enter into an agreement with the Responsible Authority made pursuant to Section 173 of the Planning and Environment Act 1987 to provide the following:

- (a) *The staging construction and maintenance of the pedestrian waterside link, including the rock revetment and other public works authorised by this permit. The pedestrian link must be constructed generally in accordance with the link shown on the Landscape Concept Plan Drawing No. RCTTPLP00 submitted with the application and dated February 2004.*
- (b) *An appropriate contribution towards the cost of the construction of road, drainage and other infrastructure on the land as required by the Responsible Authority and other relevant statutory authorities to implement the requirements of the conditions of this permit.*
- (c) *An appropriate contribution towards the cost of construction of road facilities to accommodate traffic requirements resulting from the approved development.*

- (d) *A contribution to cover the reasonable cost of the design and construction of a left turn at the intersection of Melbourne Road and Liverpool Street to provide for left turning vehicles traveling south along Melbourne Road to enter Liverpool Street and make their way to the development site.*
- (e) *The permit holder/owner shall be responsible for the maintenance of the swing bridge for the life of this infrastructure. The agreement shall be worded such that this obligation transfers to the body corporate for the development site at the completion of all development works.*
- (f) *Maintenance agreements for private and public areas within the development.*

Before works commence on site, application must be made to the Registrar of Titles to register the Section 173 agreement on the title to the Land under Section 181 of the Act. The owner under this permit must pay the reasonable costs of the preparation, execution and registration of the Section 173 Agreement.

- D. On 16 December 2008, Council and Trendcorp Pty Ltd (then, the registered proprietor of the subject land) entered into an agreement (**Original Agreement**) pursuant to section 173 of the Act in compliance with condition 1 of the Development Permit. The Original Agreement was not recorded in the Register.
- E. The Owner is now the registered proprietor of the subject land and has obtained Council's consent to amend the plans endorsed under the Development Permit including in relation to the public works to be undertaken on unreserved Crown land adjacent to the subject land pursuant to the CMA Approval and the Development Plan.
- F. In light of this background, Council and the Owner have agreed to enter into this Agreement pursuant to section 173 of the Act to give effect to condition 1 of the Development Permit.
- G. The subject land is encumbered by Mortgage No. AN244658U in which National Australia Bank Limited is registered as the mortgagee. National Australia Bank Limited, as evidenced by its consent on the attestation pages, consents to this Agreement.

The Parties Agree

1. Definitions

In this Agreement unless expressed or implied to the contrary:

Act means the Planning and Environment Act 1987.

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

business day means Monday to Friday excluding public holidays in Victoria.

CMA Approval means an approval granted under the Coastal Management Act 1995 (Vic) as amended from time to time allowing the Owner to undertake the Public Works on unreserved Crown land adjacent to the subject land, a copy of which as at the date of this Agreement is attached at *Annexure 2*.

Council means the Greater Geelong City Council in its capacity as:

(a) the authority responsible for administering and enforcing the Planning Scheme; and

(b) a municipal council within the meaning of the Local Government Act 1989,

and includes its agents, officers, employees, servants, workers, contractors and any subsequent person or body which is the responsible authority or municipal council.

Development Agreement means the development agreement between the Owner and the Minister dated 23 February 2016 regarding the carrying out of the Public Works. A copy of the Development Agreement is available from Council and the Owner as at the date of this Agreement upon giving reasonable notice.

Development Permit means planning permit no. 647/2004/A issued by Council on 28 February 2005 in respect of the subject land, including the plans endorsed under it, as amended from time to time.

Leased Landscape Area means the areas marked *Soft Plantings Area – Stage 1, Soft Plantings Area – Stage 2, Soft Plantings Area – Stage 3 and Soft Plantings Area – Stage 4* on the plan attached to this Agreement as *Annexure 3*.

Marina Berths means the marina berths to be constructed within the premises under the Seabed Lease authorised under the CMA Approval and the Development Agreement.

Masterplan means the document entitled "Rippleside Masterplan" or the like endorsed by Council from time to time, being as at the date of this Agreement, the document at Annexure 1 entitled "Rippleside Masterplan" prepared by Hassell Architects, revision 9 and dated 11 September 2015.

Minister means the Minister for Energy, Environment and Climate Change or their successor minister as appropriate.

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as mortgagee of the Land or any part of it.

Owner means the persons from time to time registered or entitled to be registered by the Registrar of Titles as proprietors of an estate in fee simple in the subject land or any part of it and includes a Mortgagee in possession.

Owners Corporation has the same meaning as in the Owners Corporation Act 2006.

Pedestrian Waterside Link means the pedestrian waterside link to be constructed in accordance with the CMA Approval, the Masterplan (described as 'Waterfront Pedestrian Promenade to Future Design' in the Masterplan), the Public Works Plans, and the Development Agreement.

Practical Completion has the same meaning as in the Development Agreement.

Public Works means the works described in the Stage 1 Public Works Plan, the Stage 2 Public Works Plan, the Stage 3 Public Works Plan and the Stage 4 Public Works Plan, which include a Pedestrian Waterside Link.

Public Works Plans means the detailed design and construction plans endorsed by the Council from time to time under condition 4 of the Development Permit, being as at the date of this Agreement:

- a) the plan entitled "MASTERPLAN – PUBLIC/PRIVATE SITE MAINTENANCE AND ACCESS PLAN", prepared by SJB, drawing number SD01, revision 4, dated 6 July 2015; and;
- b) for Stage 1, the plan entitled "MASTERPLAN STAGE 1 – PUBLIC REALM WORKS", prepared by SJB, drawing number ST01, revision 5, dated 8 September 2015 (**Stage 1 Public Works Plan**);
- c) for Stage 2, the plan entitled "MASTERPLAN STAGE 2 – PUBLIC REALM WORKS", prepared by SJB, drawing number ST02, revision 5, dated 8 September 2015 (**Stage 2 Public Works Plan**);
- d) for Stage 3, the plan entitled "MASTERPLAN STAGE 3 – PUBLIC REALM WORKS", prepared by SJB, drawing number ST03, revision 5, dated 8 September 2015 (**Stage 3 Public Works Plan**);
- e) for Stage 4, the plan entitled "MASTERPLAN STAGE 4 – PUBLIC REALM WORKS", prepared by SJB, drawing number ST04, revision 5, dated 8 September 2015 (**Stage 4 Public Works Plan**).

Reserve has the same meaning as in the *Subdivision Act 1988*.

Scheme means the Greater Geelong Planning Scheme and any subsequent planning scheme which applies to the subject land.

Seabed Lease means the lease in the form attached to the Development Agreement to be entered into between the Owner and the Minister in respect of the land shown with hatching on the plan attached to this Agreement as *Annexure 3*.

Stage is a reference to a stage of subdivision of the subject land as shown on the Master Plan.

Stage 1 Public Works means the public works described in the Stage 1 Public Works Plan.

Stage 2 Public Works means the public works described in the Stage 2 Public Works Plan.

Stage 3 Public Works means the public works described in the Stage 3 Public Works Plan.

Stage 4 Public Works means the public works described in the Stage 4 Public Works Plan.

Statement of Compliance has the same meaning as in the *Subdivision Act 1988*.

Subdivision Permit means planning permit no. PP-1046-2014 issued by Council on 29 September 2015 (as amended on 7 February 2017 and 31 July 2017) in respect of the subject land, including the plans endorsed under it, as amended from time to time.

subject land means the land described in Certificate of Title Volume 11811 Folio 435 being all the land contained in plan of consolidation 372672J and being situated at 43 Liverpool Street, Rippleside or any part of that land.

2. Agreement under Section 173 of the Act

The parties agree that without limiting or restricting their respective powers to enter into this Agreement and in so far as it can be so treated, this Agreement is made pursuant to section 173 of the Act.

3. Effect of Agreement

- 3.1 This Agreement is effective from the date of this Agreement.
- 3.2 The Owner's use and development of the subject land is subject to the conditions and obligations set out in this Agreement all of which are intended to achieve or advance the objectives of the Scheme.
- 3.3 The Owner's obligations will take effect as separate and several covenants which will be annexed to and run at law and equity with the subject land to bind the Owner and each of the Owner's successors, assigns or transferees including the registered proprietors, the mortgagees in possession and the beneficial owner for the time being of the subject land.

4. Owner' Warranties

Without limiting the operation or effect of this Agreement, the Owner warrants that:

- 4.1 except for the parties to this Agreement, any mortgagee who has consented to this Agreement and any other persons disclosed in writing to Council before the signing of this Agreement, no other person has any interest either legal or equitable in the subject land; and
- 4.2 the Owner has obtained all necessary authorities and consents to bind all other persons who have any interest either legal or equitable in the subject land.

5. Successors in Title

Without limiting the operation or effect of this Agreement, the Owner must ensure that, until this Agreement is recorded on the folio of the register which relates to the subject land, the Owner's successors in title will:

- 5.1 give effect to, do all acts and sign all documents requiring those successors to give effect to this Agreement; and
- 5.2 execute a deed agreeing to be bound by this Agreement.

6. Covenants of Owner

6.1 Owner's Covenants

The Owner covenants that

Public Works

- 6.1.1 construction of the Public Works must be completed:
- (a) generally in accordance with the Public Works Plans;
 - (b) in accordance with the CMA Approval (to the extent that it the CMA Approval applies to the Public Works);
 - (c) in accordance with the staging and timing requirements stipulated by the Minister (whether in the Development Agreement or otherwise) and any other agreement made pursuant to section 173 of the Act that relates to the subject land; and
 - (d) to the satisfaction of the Council;
- 6.1.2 it must maintain the Public Works, including the Pedestrian Waterside Link, to the reasonable satisfaction of the Minister for the period of one calendar year after the date of Practical Completion of the Stage 1 Public Works, or such longer period as may be required under the Development Agreement;
- 6.1.3 it must provide to the satisfaction of Council a Staging Plan for the staging of the development authorised by the Development Permit other than for the Public Works, including the Pedestrian Waterside Link;
- 6.1.4 it must enter into the Seabed Lease;
- Contribution to Construction of Road, Drainage and other Infrastructure**
- 6.1.5 prior to the issue of a Statement of Compliance for each Stage, the Owner must carry out at its cost the construction of road, drainage and other infrastructure for that Stage to the satisfaction of the Council, and other relevant statutory authorities, to appropriately service the subject land and implement the requirements of the conditions of the Development Permit;
- Traffic Requirements**
- 6.1.6 prior to the issue of a Statement of Compliance for each Stage, the Owner must construct at its cost the road facilities in accordance with the approved plans satisfying condition 9 of the Development Permit to accommodate traffic requirements resulting from the relevant Stage;
- 6.1.7 prior to the issue of a Statement of Compliance for Stage 3, the Owner must carry out at its cost the design and construction of a left turn at the intersection of Melbourne Road and Liverpool Street to the satisfaction of the Council, to provide for left turning vehicles travelling south along Melbourne Road to enter Liverpool Street and access the subject land;
- 6.1.8 Council may, through further agreement, allow the Owner to pay a monetary sum to the satisfaction of Council in lieu of the works required under clauses 6.1.5, 6.1.6 or 6.1.7;
- Maintenance of Private Areas within the subject land**
- 6.1.9 it will incorporate all parts of the subject land, other than Residential Lots or any Reserve, as part of common property of the Owners Corporation relevant to each

Stage and will make appropriate provision for each such Owners Corporation to be responsible for maintenance of all areas comprising part of the common property of which such Owners Corporation shall be the registered proprietor;

Maintenance of Leased Landscape Area

- 6.1.10 it will incorporate by way of assignment of lease or sub-lease with the Owners Corporation relevant to each Stage such part of the Leased Landscape Area as is contiguous with that Stage and will procure such Owners Corporation to be responsible for the landscaping and maintenance of the part of the Leased Landscape Area that is leased or sub-leased to it;

Marina Berths

- 6.1.11 it will comply with the requirements of the Minister regarding the construction, timing of development and accessibility of the public to use the Marina Berths;
- 6.1.12 the Owner must ensure that not less than 20% of the Marina Berths are made available for use by persons who do not own or occupy dwellings constructed on the subject land; and

Maintenance of Dredged Areas

- 6.1.13 it will maintain, to the satisfaction of the Council and the Victorian Regional Channels Authority, all areas of the seabed which are dredged for the purposes of construction and operation of the Marina Berths;

all at the Owner's cost and to the satisfaction of Council.

6.2 Notice

The Owner covenants to bring this Agreement to the attention of, and provide a copy to, all prospective purchasers, mortgagees, transferees and assigns.

6.3 Registration

The Owner covenants to:

- 6.3.1 consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the folio of the Register which relates to the subject land in accordance with section 181 of the Act; and
- 6.3.2 do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register.

6.4 Mortgagee to be Bound

The Owner covenants to obtain the consent of any mortgagee to be bound by the covenants in this Agreement if the mortgagee becomes mortgagee in possession of the subject land.

6.5 Council's Costs to be Paid

The Owner covenants to pay, within 28 days of written demand, Council's reasonable costs and expenses (including legal expenses) incidental to the preparation, drafting, finalisation, grossment, execution, registration and enforcement of this Agreement.

6.6 Indemnity

The Owner covenants to indemnify, keep indemnified and hold harmless, Council, its officers, employees, agents, workers and contractors from and against all costs, expenses,

losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit, action, demand, proceeding, judgment, damage, liability, loss, expense, cost or claim brought by any person arising from or referable to this Agreement or any non-compliance with this Agreement.

6.7 Council Access

The Owner covenants to allow Council and its officers, employees, contractors or agents or any of them, to enter the subject land (at any reasonable time) to assess compliance with this Agreement.

6.8 Replacement of Original Agreement

The Owner and Council agree that on and from the date of this Agreement, this Agreement replaces and supersedes the Original Agreement. The Original Agreement will cease to have any force or effect on and from the date of this Agreement.

7. General

7.1 Further Assurance

Each party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this Agreement.

7.2 No Waiver

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

7.3 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 must be severed and the other provisions of this Agreement remain operative.

7.4 No Fettering of Powers

This Agreement does not fetter or restrict the power or discretion of either the Minister or Council to make or impose requirements or conditions in connection with any use or development of the subject land or the granting of any planning approval, the approval or certification of any plans of subdivision or consolidation applicable to the subject land or the issue of a Statement of Compliance in connection with any such plans.

7.5 Governing law

Each party submits to the exclusive jurisdiction of the courts of Victoria and courts of appeal from them, in respect of any proceedings arising out of or in connection with the subject matter of this Agreement.

7.6 Costs on default

If the Owner defaults in the performance of any obligations under this Agreement the Owner will pay to Council and/or the Minister their reasonable costs of action taken to achieve compliance with this Agreement.

8. Notices

8.1 Service of Notice

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

- 8.1.1 personally on the party; or
- 8.1.2 by sending it by pre-paid post, addressed to that party at that party's address specified in this document or subsequently notified to each party as that party's address for service; or
- 8.1.3 by facsimile to the person's number for service specified in this document or subsequently notified to each party; or
- 8.1.4 by email to the address provided by the receiving party from time to time for the express purpose of electronic communication regarding this Agreement.

8.2 Time of Service

A notice or other communication is deemed served:

- 8.2.1 if served personally, upon service;
- 8.2.2 if posted within Australia to an Australian address, 2 business days after posting and in any other case, 7 business days after posting;
- 8.2.3 if served by facsimile, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile;
- 8.2.4 if sent by email, at the time of receipt in accordance with the *Electronic Transactions (Victoria) Act 2000*; or
- 8.2.5 if received after 6.00 pm in the place of receipt or on a day which is not a business day, at 9.00 am on the next business day.

9. Interpretation

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

- 9.1 undefined terms or words have the meanings given in the Act or the Scheme;
- 9.2 the singular includes the plural and the plural includes the singular;
- 9.3 a reference to a gender includes a reference to the other genders;
- 9.4 a reference to a person includes a reference to a firm, corporation or other corporate body;




- 9.5 if a party consists of more than one person this Agreement binds them jointly and each of them severally;
- 9.6 a reference to a 'planning scheme' or 'the Scheme' includes any amendment, consolidation, or replacement of such scheme and any document incorporated by reference into such scheme;
- 9.7 a reference to a statute includes any statutes amending, consolidating or replacing those statutes and any regulations made under the statutes;
- 9.8 where, in this Agreement, Council may exercise any power, duty or function, that power may be exercised on behalf of the Council by an authorised or delegated officer;
- 9.9 all headings are for ease of reference only and do not affect the interpretation of this Agreement;
- 9.10 the recitals to this Agreement form part of this Agreement;
- 9.11 a reference to a person includes a reference to a firm, corporation, association or other entity and their successors in law;
- 9.12 reference to the parties will include their transferees, heirs, assigns and liquidators, executors and legal personal representatives at the case may be;
- 9.13 reference to a document or agreement includes reference to that agreement or document as changed, novated or replaced from time to time; and
- 9.14 where a word or phrase is given a definite meaning in this Agreement, a part of speech or other grammatical form of that word or phrase has a corresponding meaning.

AQ458208J

Signing Page

Executed by the parties

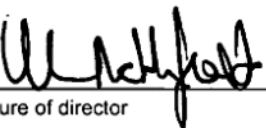
SIGNED SEALED AND DELIVERED on behalf of the **GREATER GEELONG CITY COUNCIL** by Kelvin Spiller, Chief Executive Officer, pursuant to an instrument of delegation authorised by Council resolution, in the presence of:


K Spiller

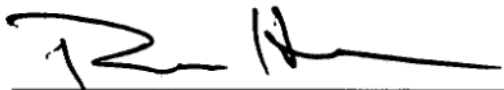


Witness

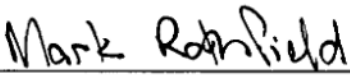
EXECUTED by **BALMORAL QUAY PTY LTD ACN 602 240 399** in accordance with section 127 of the Corporations Act 2001:



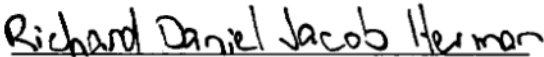
Signature of director



Signature of ~~director~~/secretary



Name



Name

AQ458208J

MORTGAGEE CONSENT

National Australia Bank Limited as Mortgagee under Instrument of Mortgage No. AN244658U consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.

DATED:



ROBERT MOULDEN
Senior Business Banking Manager
Elsternwick

Executed for and on behalf of

National Australia Bank

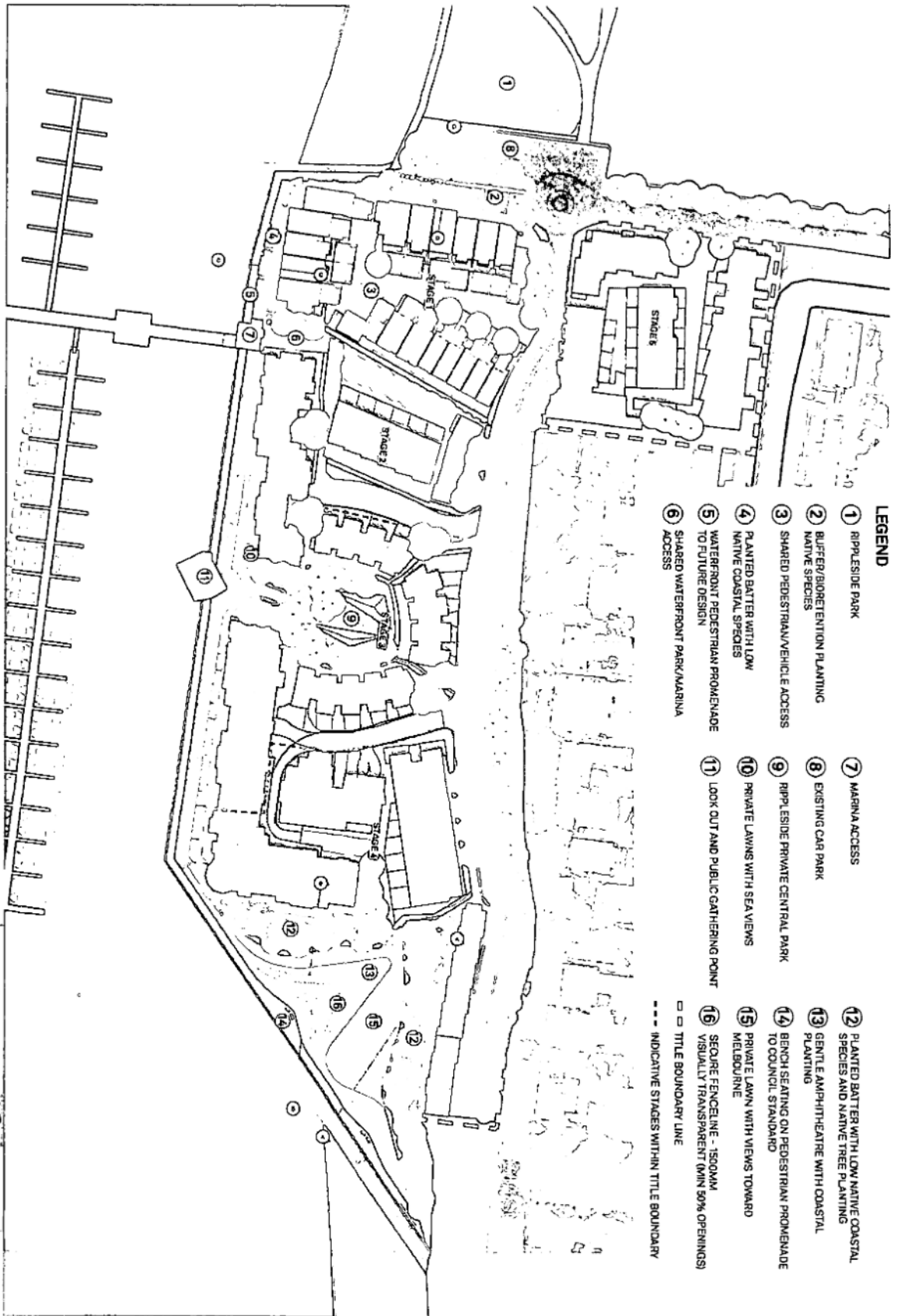
Annexure 1 – Masterplan

Where this annexure has been removed from this counterpart of the Agreement due to difficulties of the Titles Office with imaging for recording purposes, a copy of this annexure is included in each of the counterparts to this Agreement which are held by:

- Council; and
- the Owner as at the date the Agreement was executed.

A copy of the counterpart agreement together with the annexure is available for inspection at Council's offices during normal business hours upon giving of reasonable notice.

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**RIPPLESIDE
MASTERPLAN**

HASSELL

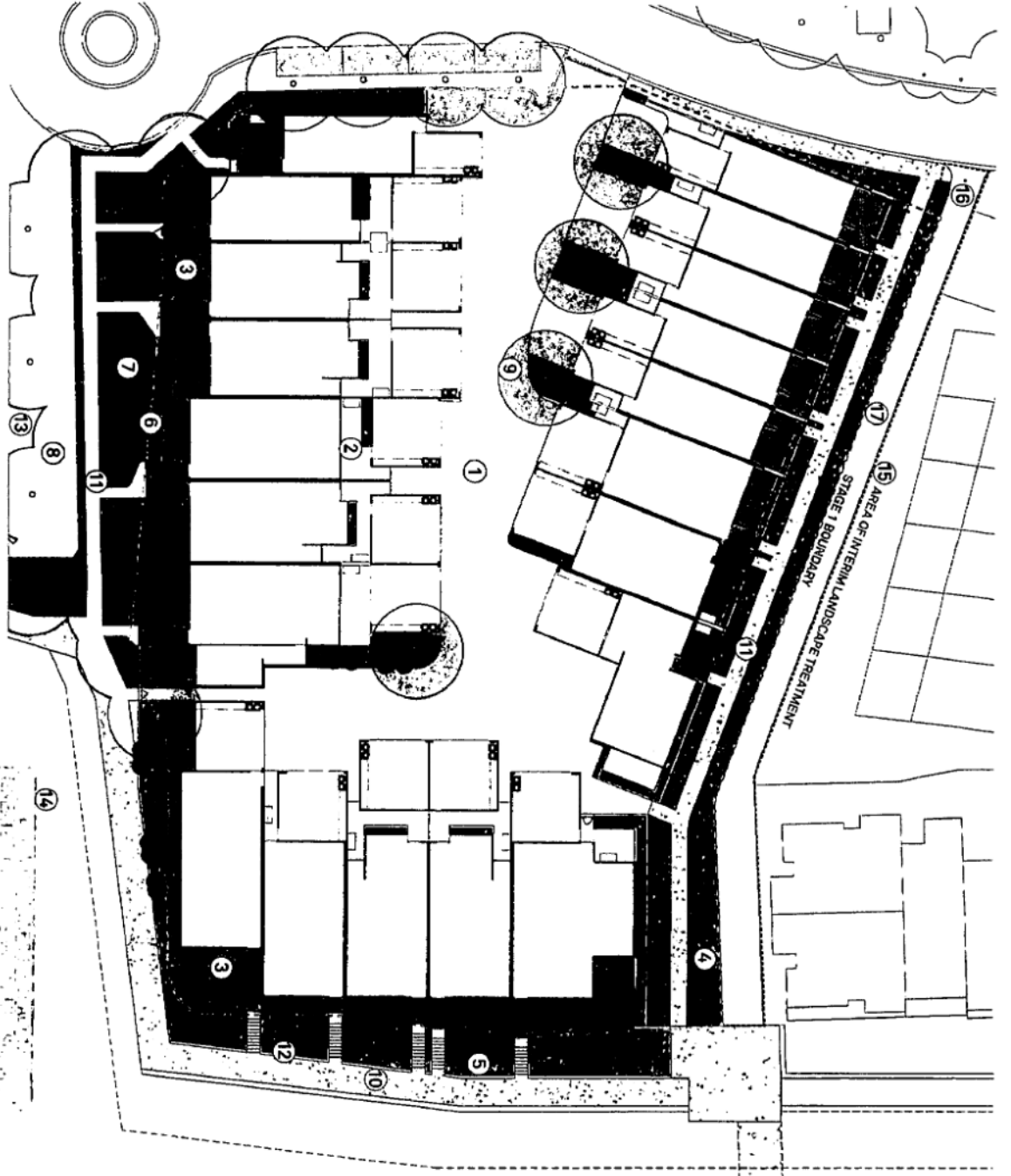


1. PLANTED BATTER WITH LOW NATIVE COASTAL SPECIES AND NATIVE TREE PLANTING
 2. GENTLE AMPHITHEATRE WITH COASTAL PLANTING
 3. SECURE FENCELINE - 1500MM VISUALLY TRANSPARENT (MIN 90% OPENINGS)
 4. PRIVATE LAWN WITH VIEWS TOWARD MELBOURNE

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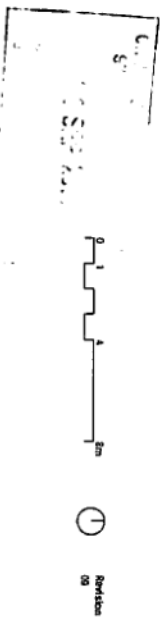
LEGEND

- ① SHARED PEDESTRIAN/VEHICLE ACCESS/EXPOSED AGGREGATE INSITU CONCRETE
- ② REAR ACCESS/UTILITY COURTYARDS PAVING
- ③ PRIVATE TOWNHOUSE TERRACE PAVING
- ④ BUFFER PLANTING TO SITE HOARDING
- ⑤ PLANTED BATTER WITH LOW NATIVE COASTAL SPECIES
- ⑥ PLANTER BOXES WITH LOW MAINTENANCE NATIVE SPECIES
- ⑦ BUFFER/RETENTION PLANTING NATIVE SPECIES
- ⑧ NATIVE TREE PLANTING TO SMALL & CARPARK
- ⑨ COASTAL NATIVE TREE SPECIES TO GARDEN BEDS
- ⑩ WATERFRONT PEDESTRIAN PROMENADE
- ⑪ SECONDARY PATH NETWORK WHITE INSITU CONCRETE
- ⑫ 950MM RETAINING WALLS INSITU CONCRETE
- ⑬ EXISTING CAR PARK
- ⑭ RIPPLESIDE BEACH INTERNAL LANDSCAPE TREATMENT TO PROVIDE RESIDENT AND WATERFRONT ACCESS
- ⑮ REMOVABLE BOLLARD FOR VEHICULAR ACCESS
- ⑯ SHARED GRAVEL ACCESS PATH
- ⑰ BUFFER PLANTING TO SITE HOARDING



RIPPLESIDE - STAGE 1 LANDSCAPE PLAN

HASSELL



Scale: 1:200 (AS) 1:200 (AS)
 Date: 11 September 2015
 Client: BMA Property
 Project Name: BMA Ripplside
 Drawing: L17-02 Landscape Plan Stage 01

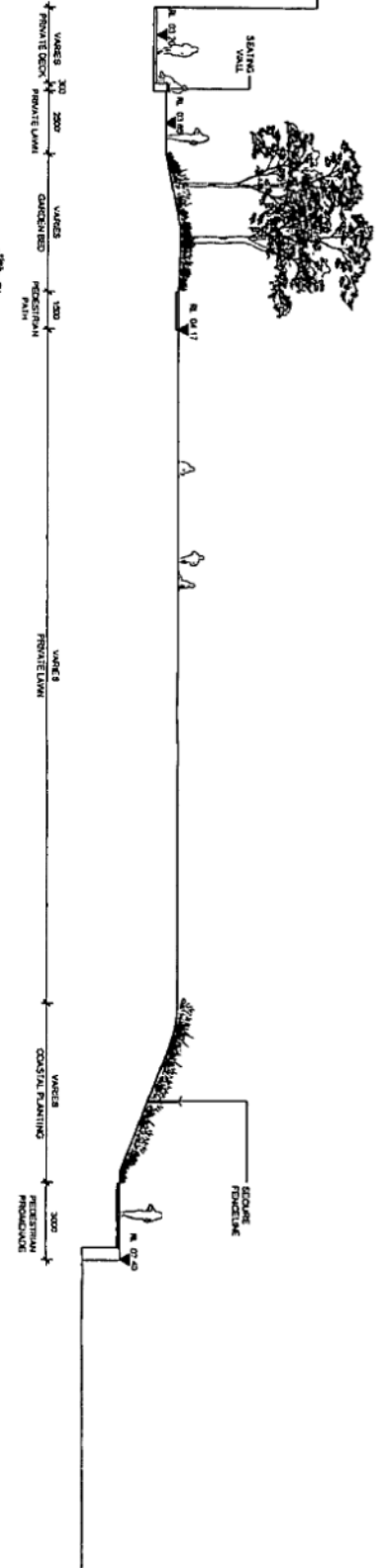


1. NATIVE PLANTING IN RETAINING WALL, GARDEN BEDS AND PROMENADE
 2. RETAINING WALL ACCESS TO PROPERTIES
 3. WATERFRONT PROMENADE
 4. RIPPLESIDE BEACH INTERNAL LANDSCAPE TREATMENT TO PROVIDE RESIDENT AND WATERFRONT ACCESS

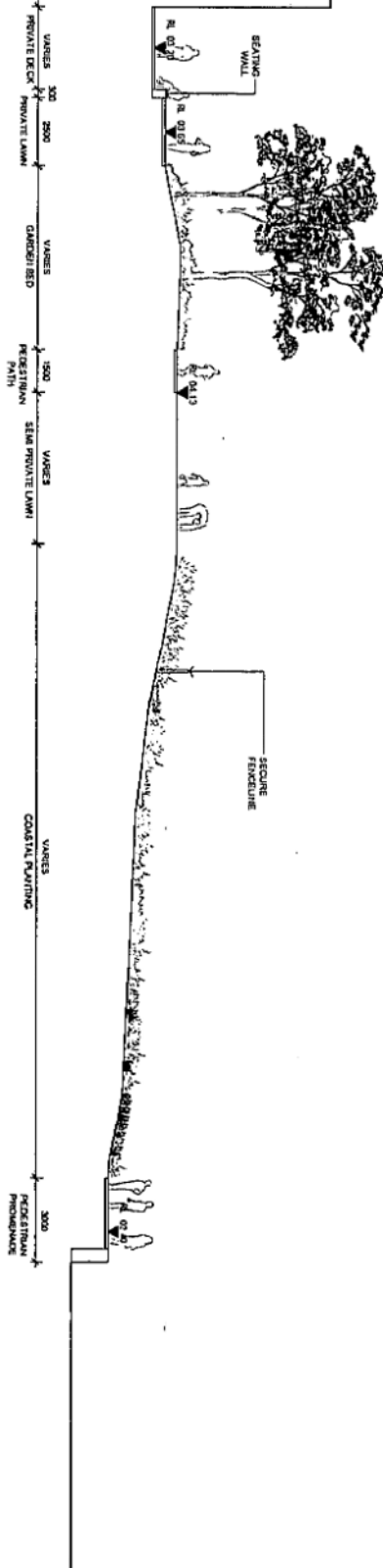
Project Name: BMA Ripplside
 Drawing: L17-02 Landscape Plan Stage 01

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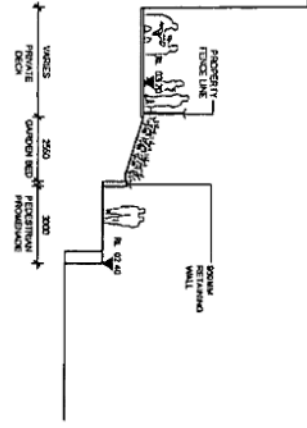
TYPICAL SECTION A-A



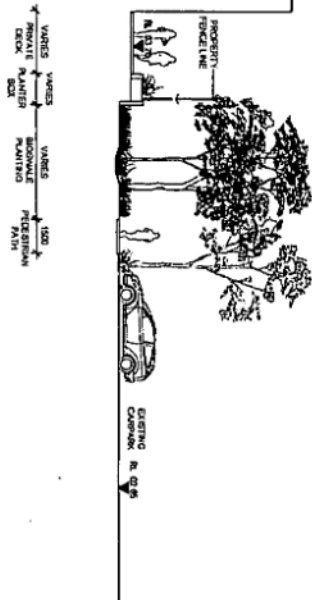
TYPICAL SECTION B-B



TYPICAL SECTION C-C



TYPICAL SECTION D-D



RIPPLESIDE - TYPICAL SITE SECTIONS

HASSELL



Revision 01
 Date 11 September 2015
 Scale 1:1000(SH) 1:2000(LD)

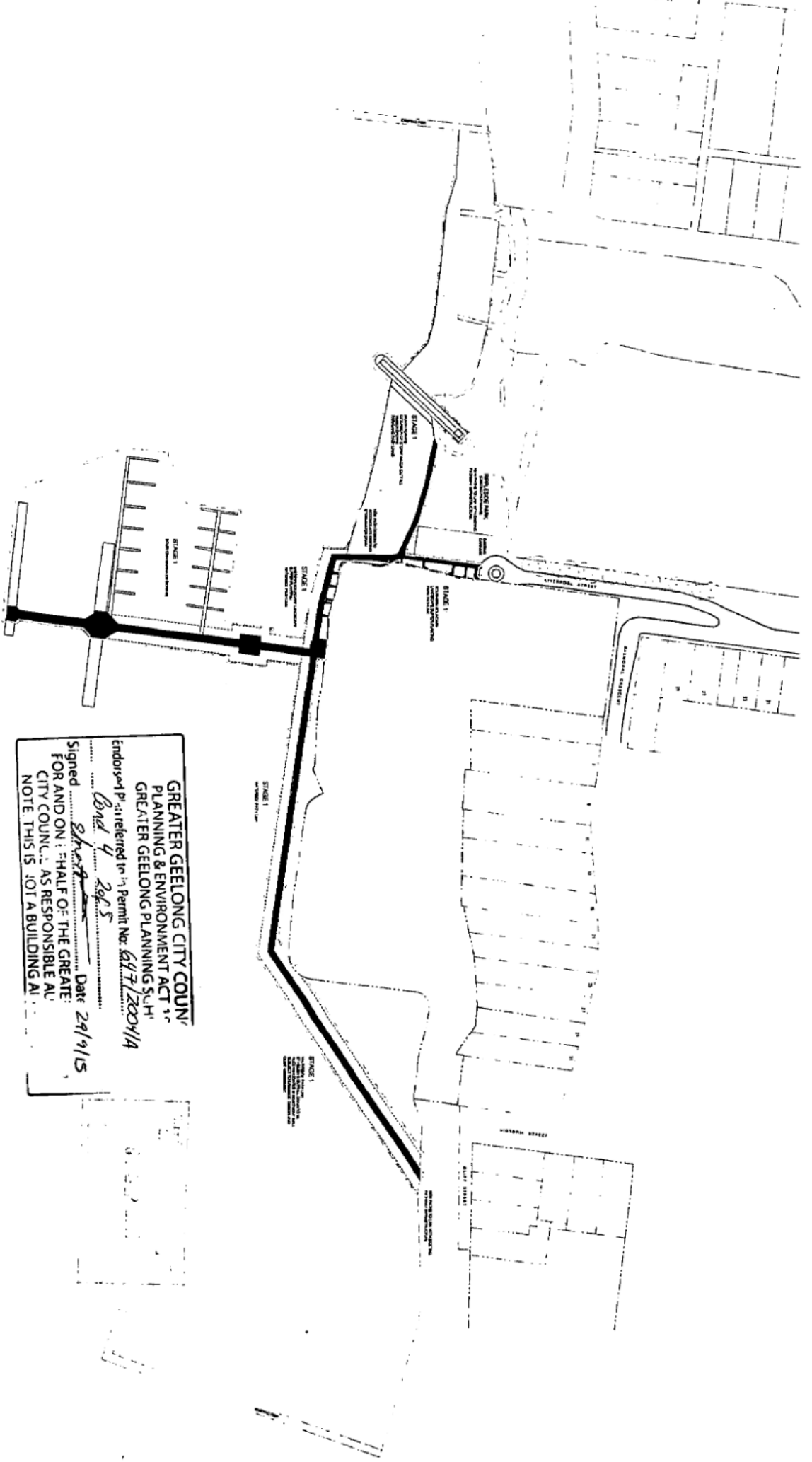
Client BAA Property

Project Name BAA RippleSide

Drawing C-17A-03 Typical Site Sections

647 2004/14 38
 2.8.2.20051
 2.9/9/2015

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GREATER GEELONG CITY COUNCIL
 PLANNING & ENVIRONMENT ACT
 GREATER GEELONG PLANNING SCHEME
 Endorsed Plan referred to in Permit No. 647/2009/14
 Bond 4 26/5
 Signed *[Signature]* Date 29/9/15
 FOR AND ON BEHALF OF THE GREATER
 CITY COUNCIL AS RESPONSIBLE AUTHORITY
 NOTE: THIS IS NOT A BUILDING AUTHORITY

LEGEND

---	STAGE 1
---	STAGE 2
---	STAGE 3
---	STAGE 4
---	OTHER STAGES
---	RECORD

The information on this plan is based on the information provided to the Council by the applicant. The Council does not warrant the accuracy of the information provided. The Council is not responsible for any errors or omissions on this plan. The Council is not responsible for any damage or loss resulting from the use of this plan. The Council is not responsible for any legal action taken against it.



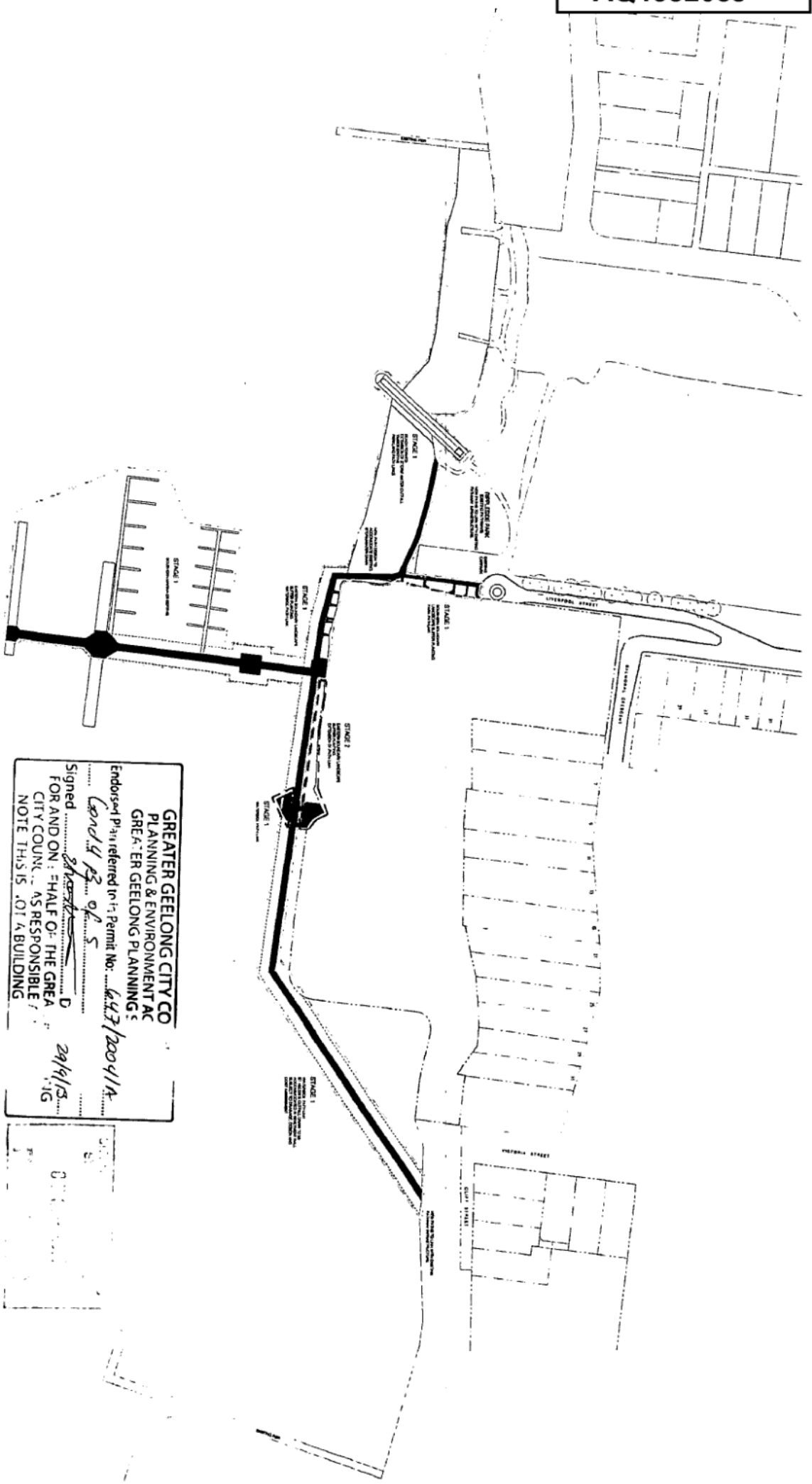
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BMA RIPPLESIDE
 RIPPLESIDE, GEELONG
 MASTERPLAN
 STAGE 1 - PUBLIC REALM WORKS

Date	28.02.15	Time	1:1000	Scale	0/ A1
Author	SB	Checker	TV	Number	05
Project No.	21184	Sheet No.	ST01	Version	05



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GREATER GEELONG CITY CO
PLANNING & ENVIRONMENT AC
GREATER GEELONG PLANNING

Endorsed Plan referred to in Permit No. **6437/2004/1A**

Signed *[Signature]* **D**
 FOR AND ON BEHALF OF THE GREATER GEELONG CITY COUNCIL AS RESPONSIBLE OFFICER
 NOTE THIS IS A BUILDING PERMIT

Cond. 13 of S

29/9/15

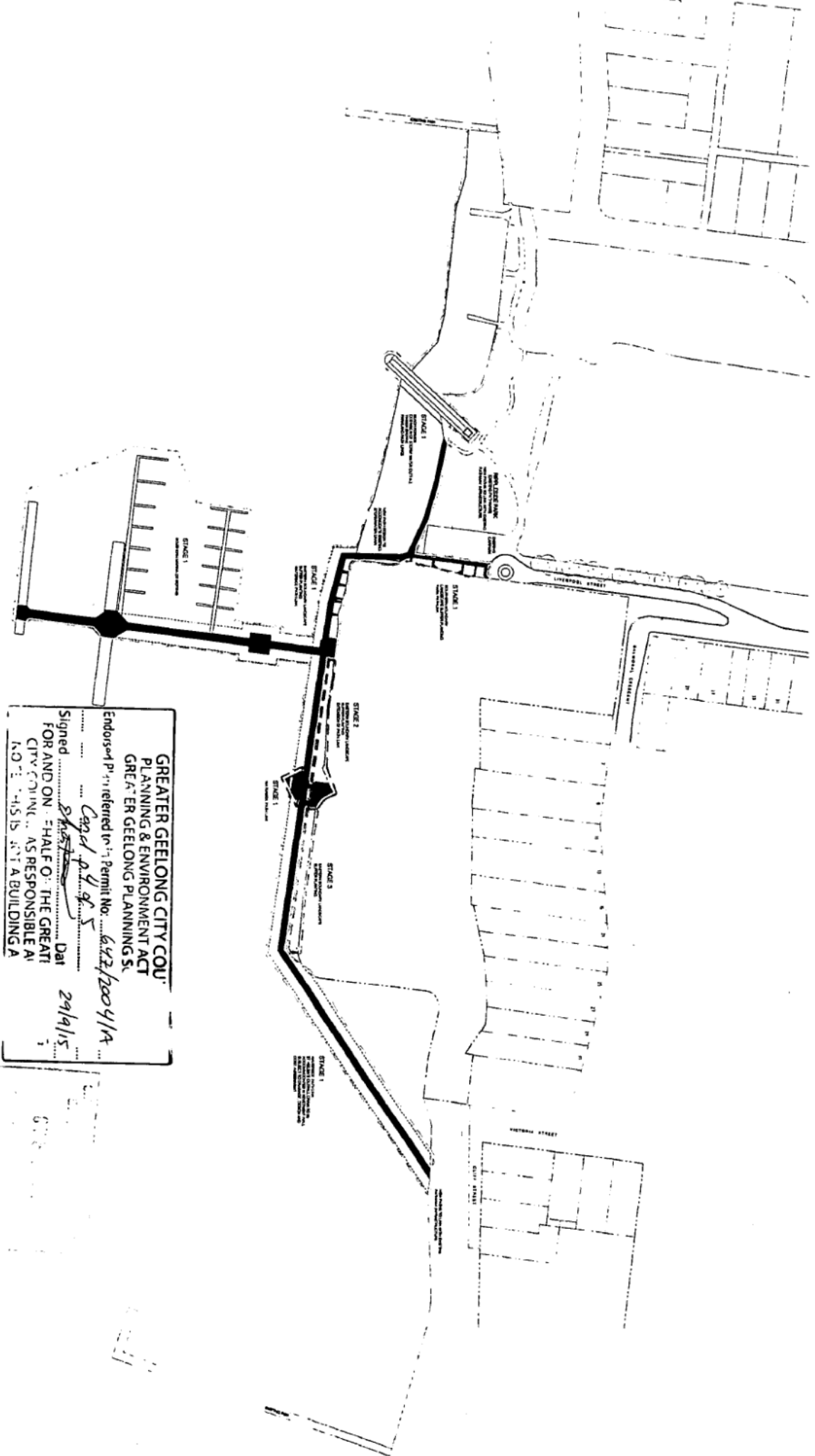
LEGEND

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Project No.	21184	Project Name	BMA RIPPLESIDE
Client	SB	Project Location	RIPPLESIDE, GEELONG
Project Type	ST02	Project Status	05
Project Date	26/02/15	Project Scale	1:11000
Project Author	SB	Project Date	09/11
Project Checker	SB	Project Date	05
Project Approver	SB	Project Date	05
Project Date	26/02/15	Project Scale	1:11000
Project Author	SB	Project Date	09/11
Project Checker	SB	Project Date	05
Project Approver	SB	Project Date	05



AQ458208J



GREATER GEELONG CITY COUNCIL
 PLANNING & ENVIRONMENT ACT
 GREATER GEELONG PLANNING SCHEME
 Endorsed Plan referred to in Permit No. **642/2004/14**
 Signed *[Signature]* **29/9/15**
 FOR AND ON BEHALF OF THE GREATER
 CITY COUNCIL, AS RESPONSIBLE AUTHORITY
 FOR THIS BUILDING

LEGEND

---	STAGE 1
---	STAGE 2
---	STAGE 3
---	EXISTING STAGES
---	STREET

THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION OR AS EVIDENCE OF TITLE. IT IS THE RESPONSIBILITY OF THE APPLICANT TO OBTAIN ALL NECESSARY APPROVALS AND TO ENSURE THAT THE PLAN IS IN ACCORDANCE WITH ALL APPLICABLE LEGISLATION AND REGULATIONS. THE CITY COUNCIL DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION PROVIDED IN THIS PLAN. THE CITY COUNCIL ACCEPTS NO LIABILITY FOR ANY LOSS OR DAMAGE, INCLUDING REASONABLE COSTS OF PROFESSIONAL SERVICES, INCURRED BY ANY PERSON AS A RESULT OF RELYING ON THIS PLAN.



STAGE	AREA	PERMITS	DATE
1	STAGE 1	642/2004/14	29/9/15
2	STAGE 2		
3	STAGE 3		

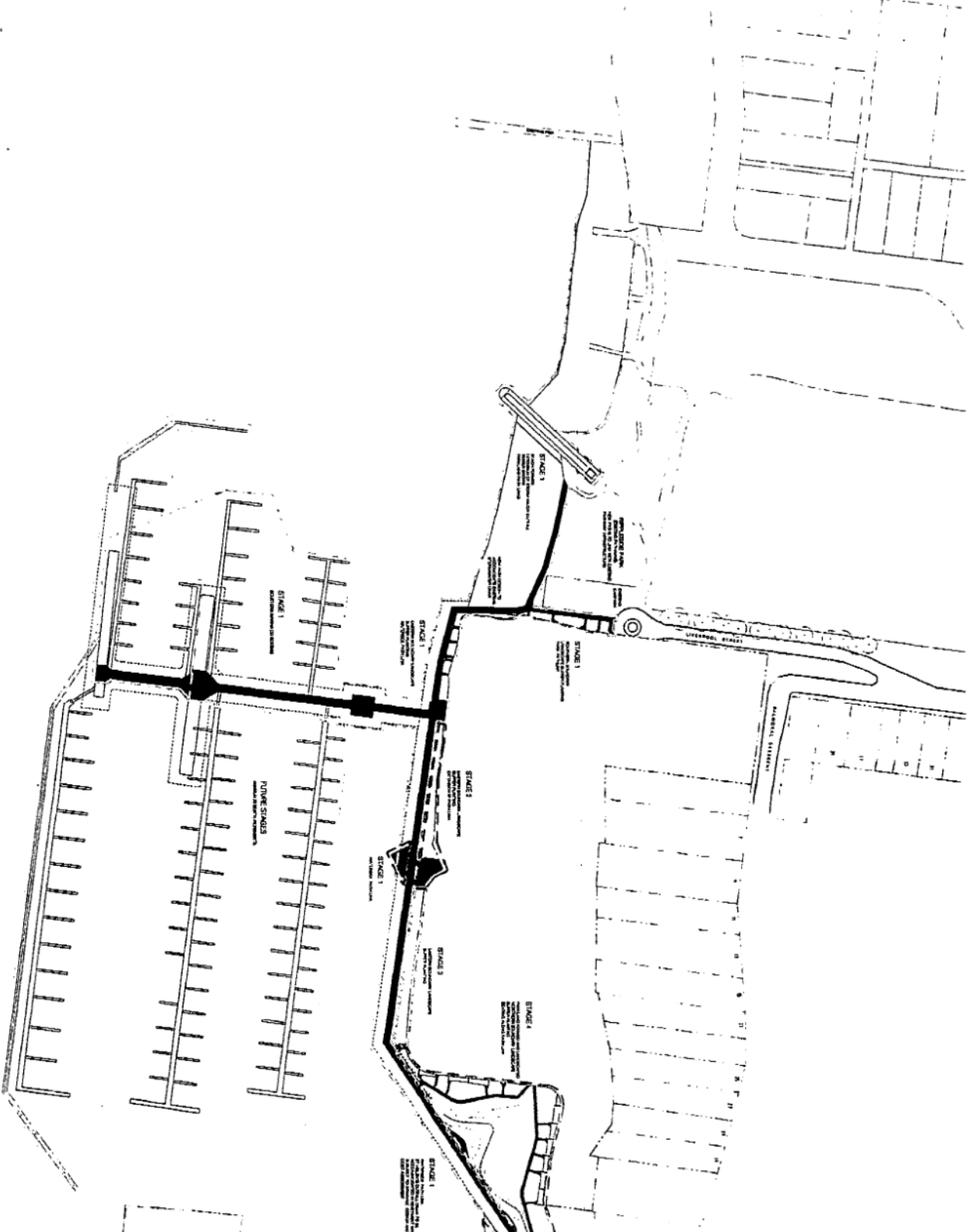
STAGE	AREA	PERMITS	DATE
1	STAGE 1		
2	STAGE 2		
3	STAGE 3		

BMA RIPPLESIDE
 RIPPLESIDE, GEELONG
 MASTERPLAN
 STAGE 3 - PUBLIC REALM WORKS

29/02/15	1:1000	0 A1
21194	ST03	05



AQ458208J



GREATER GEELONG CITY COUNCIL
PLANNING & ENVIRONMENT ACT 1987
GREATER GEELONG PLANNING SCHEME

Endorsed Plan referred to in Permit No: *697/2021/14*

Signed: *[Signature]* Date: *29/1/21*

FOR AND ON BEHALF OF THE GREATER GEELONG CITY COUNCIL AS RESPONSIBLE AUTHORITY

NOTE: THIS IS NOT A BUILDING APPROVAL.

LEGEND

STAGE 1
STAGE 2
STAGE 3
STAGE 4
INFRASTRUCTURE
EXISTING

THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION. THE CITY OF GREATER GEELONG IS NOT RESPONSIBLE FOR ANY DAMAGE TO PERSONS OR PROPERTY ARISING FROM THE USE OF THIS PLAN. THE CITY OF GREATER GEELONG IS NOT RESPONSIBLE FOR ANY DAMAGE TO PERSONS OR PROPERTY ARISING FROM THE USE OF THIS PLAN. THE CITY OF GREATER GEELONG IS NOT RESPONSIBLE FOR ANY DAMAGE TO PERSONS OR PROPERTY ARISING FROM THE USE OF THIS PLAN.



Item No.	Description	Quantity	Unit
1	STAGE 1	1	LOT
2	STAGE 2	1	LOT
3	STAGE 3	1	LOT
4	STAGE 4	1	LOT

Item No.	Description	Quantity	Unit
5	DRIVEWAYS	1	LOT
6	OVERPOOL DRAIN	1	LOT
7	NATURAL VEGETATION	1	LOT
8	GENERAL STREET	1	LOT

MASTERPLAN
STAGE 4 - PUBLIC REALM WORKS

Date	29.02.15	Scale	1:1,000	Sheet No.	05
Author	SB	Checked	TV	Project No.	21184 ST04



Annexure 2 – CMA Approval

Where this annexure has been removed from this counterpart of the Agreement due to difficulties of the Titles Office with imaging for recording purposes, a copy of this annexure is included in each of the counterparts to this Agreement which are held by:

- Council; and
- the Owner as at the date the Agreement was executed.

A copy of the counterpart agreement together with the annexure is available for inspection at Council's offices during normal business hours upon giving of reasonable notice.

Annexure 3 – Plan

Where this annexure has been removed from this counterpart of the Agreement due to difficulties of the Titles Office with imaging for recording purposes, a copy of this annexure is included in each of the counterparts to this Agreement which are held by:

- Council; and
- the Owner as at the date the Agreement was executed.

A copy of the counterpart agreement together with the annexure is available for inspection at Council's offices during normal business hours upon giving of reasonable notice.

AQ458208J

**Department of
Environment Land
Water and Planning**

DELWP Ref: 0703858/0703858/2002838/SP453481

CONSENT FOR USE AND DEVELOPMENT OF COASTAL CROWN LAND

SECTION 40 COASTAL MANAGEMENT ACT 1995

Crown Description: Crown Allotment 2009, Parish of Moorpanyal, Crown Allotment 60C, Parish of Moorpanyal, Crown Allotment 58A, Parish of Moorpanyal

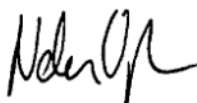
Local Name: Rippleside Shipyard (Balmoral Quay)

Street Address: Liverpool Street

CONSENT FOR: RIPPLESIDE SHIPYARD REDEVELOPMENT

Pursuant to *Section 40(1)* of the *Coastal Management Act 1995*, and as delegated by the Minister, I consent to the proposed use and development subject to the following conditions:

1. Works are to be completed to the satisfaction of the Program Manager Public Land Administration, Department of Environment, Land, Water and Planning (the Manager).
2. All works are to be consistent with the application dated 3 June 2015.
3. Any proposed amendments to the works including changes to the design or siting must be provided in writing to the Department of Environment, Land, Water and Planning and written approval obtained from the Manager prior to any changes being implemented.
4. Land manager endorsement by the City of Greater Geelong is required for each stage of the works and must be provided in writing and form part of the detailed package submitted to the Department for each stage of the project.
5. Prior to commencement of construction, detailed plans and drawings for Stage 1 works must be submitted and approved by the Department. Further detailed plans for Stages 2, 3, and 4 will also require approval before these works can commence.
6. All protection structures must be designed in line with sea level rise predictions of not less than .8 metres.
7. The construction site is to be maintained to a safe standard to avoid public risk, and where practical public use is to be excluded from the construction area using signs and appropriate barriers.
8. All works are to be constructed to Australian Standards and to be certified for public use prior to public use.
9. The site is to be left in a clean and tidy condition at the completion of works.
10. All future maintenance is the responsibility of Balmoral Quay Pty Ltd until the conclusion of works and in line with parameters set out in the Development Agreement, whereby City of Greater Geelong will be responsible for assets on coastal Crown land.
11. The consent will expire if the works are not completed within 5 years of the date of issue unless an extension of time is applied for and granted by the Manager.



Helen Vaughan
Regional Director
Barwon South West

24/07/2015



PRINCIPAL

TGM Group
 127-21 Mares Street (PO Box 1137)
 Geelong VIC 3220
 T 03 5207 6800
 F 03 5207 4911
 ABN 11 128 888 051
 www.tgmgroup.com

TGM

**MASTER PLAN
 RIPPLESIDE DEVELOPMENT**

NOTES

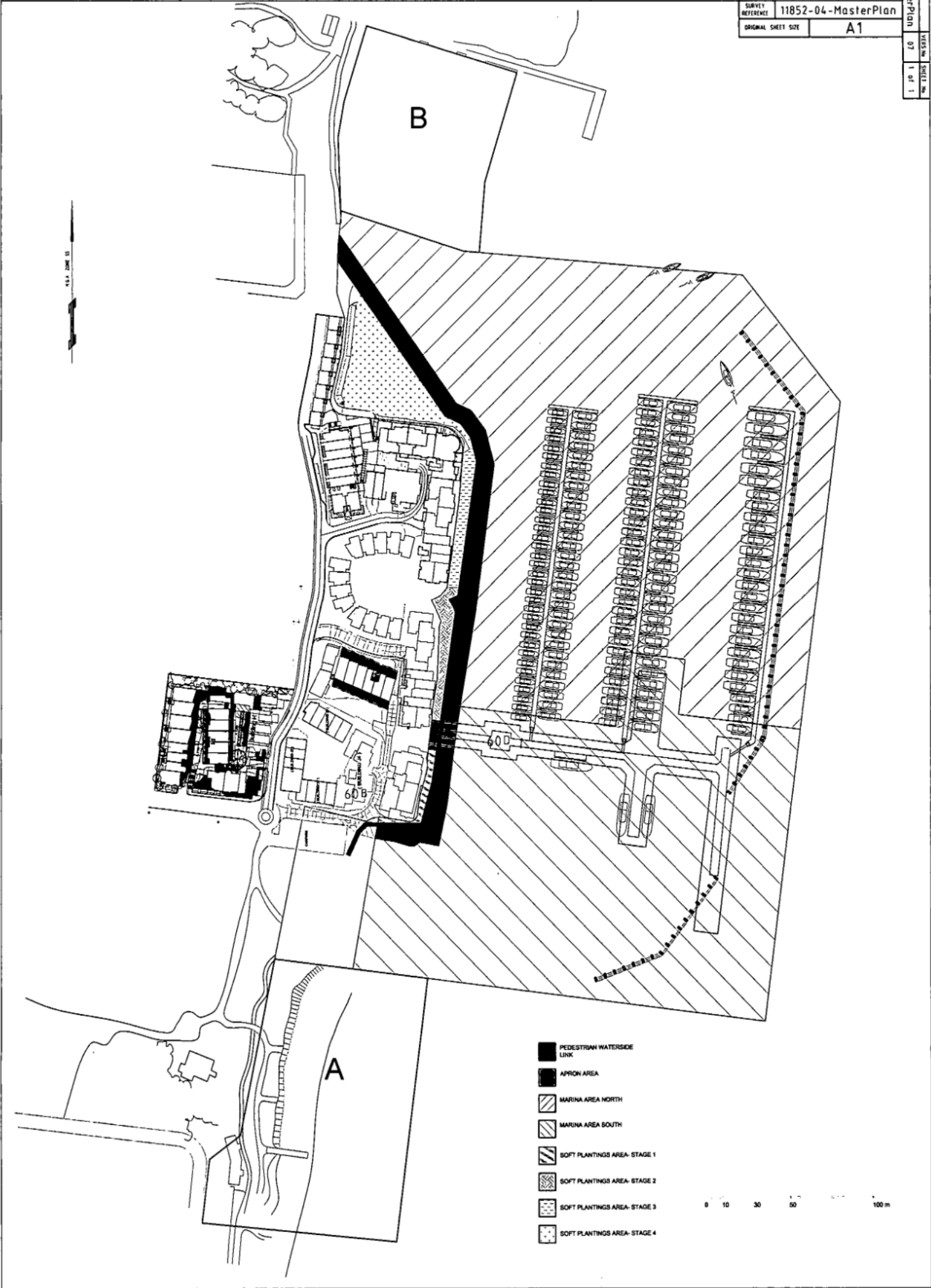
THE ELECTRONIC DRAWING IS PROVIDED BY THE DRAWER. THE
 PROPERTY OF TGM GROUP PTY LTD. IT MAY NOT BE
 REPRODUCED IN ANY FORM WITHOUT WRITTEN PERMISSION.

AQ458208J			
DRAWN	M.JU/BG	SCALE	1:1000
DATE	25-01-16	REVISIONS REF	N/A
DRAWING No	VERS.No	SHEET No	
MASTER PLAN	07	1 of 1	
SURVEY REFERENCE	11852-04-MasterPlan		
ORIGINAL SHEET SIZE	A1		

DRAWING No
2-04-MasterPlan
07
1 of 1

VERS. No
07
1 of 1

SHEET No
07
1 of 1



- PEDESTRIAN WATERSIDE LINK
- APRON AREA
- MARINA AREA NORTH
- MARINA AREA SOUTH
- SOFT PLANTINGS AREA- STAGE 1
- SOFT PLANTINGS AREA- STAGE 2
- SOFT PLANTINGS AREA- STAGE 3
- SOFT PLANTINGS AREA- STAGE 4

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AQ575566B

Application by a responsible authority for the recording of an agreement

Section 181 Planning and Environment Act 1987

Form 21

Privacy Collection Statement
The information from this form is collected by the Registrar of Titles under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

Lodged by:
Name: **GREATER GEELONG CITY COUNCIL**
Phone: **03 5222 6152**
Address: **30 GHERINGHAP ST, GEELONG**
Ref: **BC 43 LIVERPOOL ST**
Customer code: **9866H**

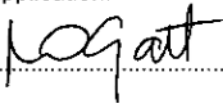
The responsible authority, having made an agreement referred to in section 181(1) of the **Planning and Environment Act 1987**, requires a recording to be made in the Register for the land.

Land: *(insert Volume and Folio reference) (if part only, define the part)*
Certificate of Title Volume 11811 Folio 435

Responsible authority: *(name and address)*
Greater Geelong City Council, 30 Gheringhap Street, GEELONG, VIC 3220

Section and Act under which agreement made:
Section 173 Planning and Environment Act 1987

A copy of the agreement is attached to this application:

Signature for the responsible authority: 
Name of officer: **Melissa Anna Corrott**
Co-ordinator Statutory Planning
Date: **15 DECEMBER 2017**

AQ575566B

Date

8 / 11 / 17

Section 173 Agreement

Subject Land: The land at 43 Liverpool Street, Rippleside

Minister for Energy, Environment and Climate Change
and

Greater Geelong City Council
and

Balmoral Quay Pty Ltd
(ACN 602 240 399)

Contents

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Section 173 Agreement

Dated 8 / 11 / 17

Parties

Name	Minister for Energy, Environment and Climate Change (formerly Minister for Environment, Climate Change and Water)
Short name	Minister

Name	Greater Geelong City Council
Address	30 Gheringhap Street, Geelong VIC 3220
Short name	Council

Name	Balmoral Quay Pty Ltd ACN 602 240 399
Address	c/- Gersh Investment Partners, Level 2, 650 Chapel Street, South Yarra VIC 3141
Short name	Owner

Background

- A. The Owner is the registered proprietor of the subject land.
- B. Council issued the Development Permit which allows for the development and use of the subject land for a convenience shop, restricted recreation facility, marina and more than 98 dwellings.
- C. Council issued the Subdivision Permit which allows for multi lot subdivision of the subject land. Condition 7 of the Subdivision Permit provides as follows:

Unless otherwise approved in writing by the Responsible Authority, prior to the certification of the Plan of Subdivision for Stage 1A, the permit holder must enter into an agreement with the Responsible Authority and the Minister for Environment and Climate Change pursuant to section 173 of the Planning and Environment Act 1987 to provide for the following:

a) Construction of the Public Works generally in accordance with the Masterplan Stage 1 — Public Realm Works prepared by SJB Architects, Drawing Number STO1 dated 26 February 2015, the Masterplan — Public/Private Site Maintenance and Access Plan prepared by SJB Architects, Drawing Number SDO1 Rev 4, dated 24 June 2015 and the Coastal Management Authority Consent relevant to the public works. The public works must be completed to the satisfaction of the Responsible Authority and Minister for Environment and Climate Change prior to the issue of statement of compliance for Stage 1;

b) prior to the statement of compliance for any part of the land contained within proposed Stage 2 as shown on the Rippleside Masterplan prepared by HASSELL dated 11 September 2015 Rev 9, construct the Public Works generally in accordance with the Masterplan Stage 2 —

Public Realm Works prepared by SJB Architects, Drawing Number STO2 dated 26 February 2015, the Masterplan — Public/Private Site Maintenance and Access Plan prepared by SJB Architects, Drawing Number SD01 Rev 4, dated 24 June 2015 and the Coastal Management Authority consent relevant to the public works. The public works must be completed to the satisfaction of the Responsible Authority and Minister for Environment and Climate Change.

c) prior to the statement of compliance for any part of the land contained within proposed Stage 3 as shown on the Rippleside Masterplan prepared by HASSELL, dated 11 September 2015 Rev 9, construct the Public Works generally in accordance with the Masterplan Stage 3 — Public Realm Works prepared by SJB Architects, Drawing Number STO3 dated 26 February 2015, the Masterplan — Public/Private Site Maintenance and Access Plan prepared by SJB Architects, Drawing Number SDO1 Rev 4, dated 24 June 2015 and the Coastal Management Authority consent relevant to the public works. The public works must be completed to the satisfaction of the Responsible Authority and Minister for Environment and Climate Change.

d) prior to the commencement of development the bulk earthworks required must be completed and prior to the statement of compliance for any part of the land contained within proposed Stage 4 as shown on the Rippleside Masterplan prepared by HASSELL, dated 11 September 2015 Rev 9, construct the Public Works generally in accordance with the Masterplan Stage 4 — Public Realm Works prepared by SJB Architects, Drawing Number STO4 dated 26 February 2015, the Masterplan — Public/Private Site Maintenance and Access Plan prepared by SJB Architects, Drawing Number SD01 Rev 4, dated 24 June 2015 and the Coastal Management Authority consent relevant to the public works. The public works must be completed to the satisfaction of the Responsible Authority and Minister for Environment and Climate Change.

Prior to the certification of the Plan of Subdivision for Stage 1A, an application must be made to the Registrar of Titles to register the Section 173 Agreement on the title to the land under Section 181 of the Act. The agreement must be in a form to the satisfaction of the Responsible Authority, and the applicant must be responsible for the expense of the preparation and registration of the agreement, including the Responsible Authority's reasonable costs and expense (including legal expenses) incidental to the preparation, registration and enforcement of the agreement. The agreement must contain covenants to be registered on the Title of the property so as to run with the land.

Condition 11 of the Subdivision Permit provides:

Unless otherwise approved in writing by the Responsible Authority, prior to the issue Statement of Compliance:

a)....

Or

b) the owner of the land must enter into an agreement with the Responsible Authority pursuant to Section 173 of the Planning and Environment Act 1987 which provides for all development to be generally in accordance with the endorsed plans forming part of Planning Permit 647/2004/A to the satisfaction of the Responsible Authority.

The owner must pay the costs of preparation, review, execution and registration of the agreement and the agreement must be registered on the newly created title/s. The Section 173 Agreement may be ended by the Responsible Authority in respect of a newly created title when the dwelling constructed on that title has been completed generally in accordance with the endorsed plans forming part of Planning Permit 647/2004/A at the written request of the owner and at no cost to Council.

- D. The Minister issued the CMA Approval which allows for construction of the Public Works.
- E. The Minister and the Owner are parties to the Development Agreement which governs the development, maintenance and use of the Public Works.

- F. The subject land is encumbered by Mortgage No. AN244658U in which National Australia Bank Limited is registered as the mortgagee.
- G. Condition 7 of the Subdivision Permit and clause 8 of the Development Agreement both require the Owner to enter into an agreement pursuant to section 173 of the Act to deal with the matters pertaining to the completion of the Public Works prior to any use of the subject land for residential or commercial purposes. Condition 11 of the Subdivision Permit also requires the Owner to enter into this Agreement.
- H. In so far as it can be so treated, this Agreement is made pursuant to section 173 of the Act to achieve or advance the objectives of planning in Victoria.

The Parties Agree

1. Definitions

In this Agreement unless expressed or implied to the contrary:

Act means the Planning and Environment Act 1987.

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

Annexure means an annexure to this Agreement.

business day means Monday to Friday excluding public holidays in Victoria.

CMA Approval means an approval granted under the *Coastal Management Act 1995* as amended from time to time allowing the Owner to undertake the Public Works on unreserved Crown land adjacent to the subject land, a copy of which as at the date of this Agreement is attached at Annexure 2.

Council means the Greater Geelong City Council in its capacity as:

- a) the authority responsible for administering and enforcing the Planning Scheme; and
- b) a municipal council within the meaning of the *Local Government Act 1989*;

and includes its agents, officers, employees, servants, workers, contractors and any subsequent person or body which is the responsible authority or municipal council.

Development Permit means planning permit no. 647/2004/A issued by Council on 28 February 2005 in respect of the subject land, including the plans endorsed under it, as amended from time to time.

Masterplan means the document entitled "Rippleside Masterplan" or the like from time to time endorsed by Council and approved by the Minister, being as at the date of this Agreement, the document at Annexure 1 entitled "Rippleside Masterplan" prepared by Hassell Architects, revision 9 and dated 11 September 2015.

Minister means the Minister for Energy, Environment and Climate Change or their successor minister as appropriate.

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as mortgagee of the Land or any part of it.

Owner means the persons from time to time registered or entitled to be registered by the Registrar of Titles as proprietors of an estate in fee simple in the subject land or any part of it and includes a Mortgagee in possession.

Public Works means the Stage 1 Public Works, the Stage 2 Public Works, the Stage 3 Public Works and the Stage 4 Public Works.

Public Works Plans means the detailed design and construction plans from time to time endorsed by the Council under condition 4 of the Development Permit and approved by the Minister, being as at the date of this Agreement:

- a) the plan entitled "MASTERPLAN – PUBLIC/PRIVATE SITE MAINTENANCE AND ACCESS PLAN", prepared by SJB, drawing number SD01, revision 4, dated 6 July 2015;
- b) for Stage 1, the plan entitled "MASTERPLAN STAGE 1 – PUBLIC REALM WORKS", prepared by SJB, drawing number ST01, revision 5, dated 8 September 2015 (**Stage 1 Public Works Plan**);
- c) for Stage 2, the plan entitled "MASTERPLAN STAGE 2 – PUBLIC REALM WORKS", prepared by SJB, drawing number ST02, revision 5, dated 8 September 2015 (**Stage 2 Public Works Plan**);
- d) for Stage 3, the plan entitled "MASTERPLAN STAGE 3 – PUBLIC REALM WORKS", prepared by SJB, drawing number ST03, revision 5, dated 8 September 2015 (**Stage 3 Public Works Plan**); and
- e) for Stage 4, the plan entitled "MASTERPLAN STAGE 4 – PUBLIC REALM WORKS", prepared by SJB, drawing number ST04, revision 5, dated 8 September 2015 (**Stage 4 Public Works Plan**).

Residential Lot or Residential Lots means a lot created as a result of the subdivision of the subject land which in the opinion of Council is of a size and dimensions that it is intended to be developed with a dwelling without further subdivision.

Reserve has the same meaning as in the *Subdivision Act 1987*.

Schedule means a schedule to this Agreement.

Scheme means the Greater Geelong Planning Scheme and any successor instrument or other planning scheme which applies to the subject land.

Stage is a reference to a proposed stage of subdivision of the subject land as shown on the Masterplan.

Stage 4 Bulk Earthworks means the bulk earthworks required to construct the Stage 4 Public Works, including the introduction of fill required to form parkland adjacent to the pedestrian waterside link.

Stage 1 Public Works means the works described in the Stage 1 Public Works Plans.

Stage 2 Public Works means the works described in the Stage 2 Public Works Plans.

Stage 3 Public Works means the works described in the Stage 3 Public Works Plans.

Stage 4 Public Works means the works described in the Stage 4 Public Works Plans.

Statement of Compliance has the same meaning as in the *Subdivision Act 1988*.

Subdivision Permit means planning permit no. PP-1046-2014 issued by Council on 29 September 2015 (as amended by Council on 7 February 2017 and 31 July 2017) in respect of the subject land, including the plans endorsed under it, as amended from time to time.

subject land means the land described in Certificate of Title Volume 11811 Folio 435 being all the land contained in plan of consolidation 372672J and being situated at 43 Liverpool Street, Rippleside or any part of that land.

judgment, damages, loss, liability, expense, cost or claim brought by any person arising from or referable to this Agreement or any non-compliance with this Agreement.

6.7 Council Access

The Owner covenants to allow the Minister, Council and its officers, employees, contractors or agents or any of them, to enter the subject land to assess compliance with this Agreement.

7. General

7.1 Further Assurance

Each party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this Agreement.

7.2 No Waiver

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

7.3 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 must be severed and the other provisions of this Agreement remain operative.

7.4 No Fettering of Powers

This Agreement does not fetter or restrict the power or discretion of either the Minister or Council to make or impose requirements or conditions in connection with any use or development of the subject land or the granting of any planning approval, the approval or certification of any plans of subdivision or consolidation applicable to the subject land or the issue of a Statement of Compliance in connection with any such plans.

7.5 Governing law

Each party submits to the exclusive jurisdiction of the courts of Victoria and courts of appeal from them, in respect of any proceedings arising out of or in connection with the subject matter of this Agreement.

7.6 Costs on default

If the Owner defaults in the performance of any obligations under this Agreement the Owner will pay to Council and/or the Minister their reasonable costs of action taken to achieve compliance with this Agreement.

2. Agreement under Section 173 of the Act

The parties agree that without limiting or restricting their respective powers to enter into this Agreement and in so far as it can be so treated, this Agreement is made pursuant to section 173 of the Act.

3. Effect of Agreement

- 3.1 This Agreement is effective from the date of this Agreement.
- 3.2 The Owner's use and development of the subject land is subject to the conditions and obligations set out in this Agreement all of which are intended to achieve or advance the objectives of the Scheme.
- 3.3 The Owner's obligations will take effect as separate and several covenants which will be annexed to and run at law and equity with the subject land to bind the Owner and each of the Owner's successors, assigns or transferees including the registered proprietors, the mortgagees in possession and the beneficial owner for the time being of the subject land.

4. Owner' Warranties

Without limiting the operation or effect of this Agreement, the Owner warrants that:

- 4.1 except for the parties to this Agreement, any mortgagee who has consented to this Agreement and any other persons disclosed in writing to Council before the signing of this Agreement, no other person has any interest either legal or equitable in the subject land which may be affected by this Agreement or by development or use of the subject land; and
- 4.2 the Owner has obtained all necessary authorities and consents to bind all other persons who have any interest either legal or equitable in the subject land.

5. Successors in Title

Without limiting the operation or effect of this Agreement, the Owner must ensure that, until this Agreement is recorded on the folio of the register which relates to the subject land, the Owner's successors in title will:

- 5.1 give effect to, do all acts and sign all documents requiring those successors to give effect to this Agreement; and
- 5.2 execute a deed agreeing to be bound by this Agreement.

6. Covenants of Owner

6.1 Owner's Covenants

The Owner covenants that:

- 6.1.1 construction of the Public Works must be completed by the Owner:

- (a) generally in accordance with the Public Works Plans;
 - (b) in accordance with the CMA Approval (to the extent that it the CMA Approval applies to the Public Works);
 - (c) to the satisfaction of the Council and the Minister;
 - (d) in accordance with Schedule 1;
- 6.1.2 the Stage 4 Bulk Earthworks must be completed by the Owner in accordance with the Public Works Plans, Subdivision Permit, Development Permit and any subsequent planning permit relating to the Stage 4 Bulk Earthworks, before:
- (a) the Stage 4 Public Works commence; and
 - (b) any residential development of Stage 4 commences; and
- 6.1.3 the Owner will not develop the subject land or allow it to be developed except in accordance with the plans endorsed under the Development Permit.

6.2 Notice

The Owner covenants to bring this Agreement to the attention of, and provide a copy to, all prospective purchasers, mortgagees, transferees and assigns.

6.3 Registration

The Owner covenants to:

- 6.3.1 consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the folio of the Register which relates to the subject land in accordance with section 181 of the Act; and
- 6.3.2 do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register.

6.4 Mortgagee to be Bound

The Owner covenants to obtain the consent of any mortgagee to be bound by the covenants in this Agreement if the mortgagee becomes mortgagee in possession of the subject land.

6.5 Council's Costs to be Paid

The Owner covenants to pay, within 28 days of written demand, Council's and the Minister's reasonable costs and expenses (including legal expenses) incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement.

6.6 Indemnity

The Owner covenants to indemnify, keep indemnified and hold harmless the Minister, Council, its officers, employees, agents, workmen and contractors from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit, action, demand, proceeding,

8. Ending of Agreement

- 8.1 Upon the issue of a Statement of Compliance for a plan of subdivision that creates a Residential Lot or a Reserve, this Agreement will end with respect to that Residential Lot or Reserve.
- 8.2 As soon as reasonably practicable after this Agreement has ended with respect to a Residential Lot or Reserve Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement in the register in respect of that Residential Lot or Reserve.

9. Notices

9.1 Service of Notice

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

- 9.1.1 personally on the party; or
- 9.1.2 by sending it by pre-paid post, addressed to that party at that party's address specified in this document or subsequently notified to each party as that party's address for service;
- 9.1.3 by facsimile to the person's number for service specified in this document or subsequently notified to each party; or
- 9.1.4 by email to the address provided by the receiving party from time to time for the express purpose of electronic communication regarding this Agreement.

9.2 Time of Service

A notice or other communication is deemed served:

- 9.2.1 if served personally, upon service;
- 9.2.2 if posted within Australia to an Australian address, 2 business days after posting and in any other case, 7 business days after posting;
- 9.2.3 if served by facsimile, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile;
- 9.2.4 if received after 6.00 pm in the place of receipt or on a day which is not a business day, at 9.00 am on the next business day; or
- 9.2.5 if sent by email, at the time of receipt in accordance with the Electronic Communications (Victoria) Act 2000.

10. Interpretation

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


- 10.1 undefined terms or words have the meanings given in the Act or the Scheme;

- 10.2 the singular includes the plural and the plural includes the singular;
- 10.3 a reference to a gender includes a reference to the other genders;
- 10.4 a reference to a person includes a reference to a firm, corporation or other corporate body;
- 10.5 if a party consists of more than one person this Agreement binds them jointly and each of them severally;
- 10.6 a reference to a 'planning scheme' or 'the Scheme' includes any amendment, consolidation, or replacement of such scheme and any document incorporated by reference into such scheme;
- 10.7 a reference to a statute includes any statutes amending, consolidating or replacing those statutes and any regulations made under the statutes;
- 10.8 where, in this Agreement, Council may exercise any power, duty or function, that power may be exercised on behalf of the Council by an authorised or delegated officer;
- 10.9 all headings are for ease of reference only and do not affect the interpretation of this Agreement;
- 10.10 the recitals to this Agreement form part of this Agreement;
- 10.11 a reference to a person includes a reference to a firm, corporation, association or other entity and their successors in law;
- 10.12 reference to the parties will include their transferees, heirs, assigns and liquidators, executors and legal personal representatives at the case may be;
- 10.13 reference to a document or agreement includes reference to that agreement or document as changed, novated or replaced from time to time;
- 10.14 where a word or phrase is given a definite meaning in this Agreement, a part of speech or other grammatical form of that word or phrase has a corresponding meaning.

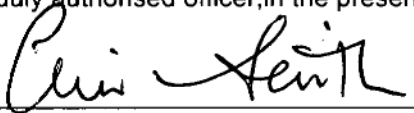
Signing Page

Executed by the parties as a deed

EXECUTED on behalf of the **MINISTER FOR ENERGY, ENVIRONMENT AND CLIMATE CHANGE** by Will Guthrie, Executive Director, Land Management Policy Division of the Department of Environment, Land, Water and Planning, pursuant to an instrument of delegation by its duly authorised officer, in the presence of:



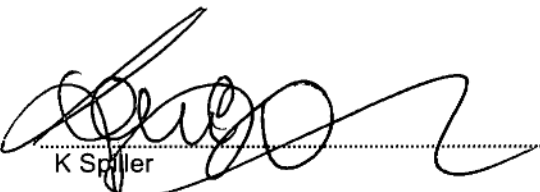
Will Guthrie



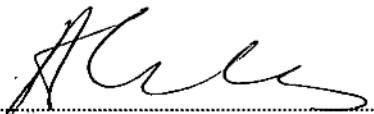
Witness

Clive Smith.
Name of Witness (print)

SIGNED SEALED AND DELIVERED on behalf of the **GREATER GEELONG CITY COUNCIL** by Kelvin Spiller, Chief Executive Officer, pursuant to an instrument of delegation authorised by Council resolution, in the presence of:

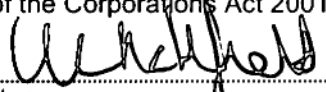


K Spiller



Witness

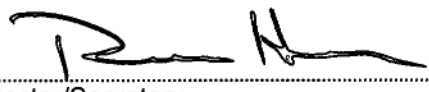
EXECUTED by **Balmoral Quay Pty Ltd (ACN 602 240 399)** in accordance with Section 127 of the Corporations Act 2001:



Director

Mark Rothfield
Full Name

Unit 1901, 582 St Kilda Rd
Melbourne VIC 3004
Address



Director/Secretary

Richard Daniel Jacob Herman
Full Name

20 Tennis Grove
Camfield North VIC 3161
Address

Schedule 1

Component of Public Works	Date by which Public Works must be complete
Stage 1 Public Works	Prior to the issue of a Statement of Compliance for the residential subdivision of Stage 1.
Stage 2 Public Works	Prior to the issue of a Statement of Compliance for the residential subdivision of Stage 2.
Stage 3 Public Works.	Prior to the issue of a Statement of Compliance for the residential subdivision of Stage 3.
Stage 4 Public Works	Prior to the issue of a Statement of Compliance for the residential subdivision of Stage 4.

MORTGAGEE CONSENT

National Australia Bank Limited as Mortgagee under Instrument of Mortgage No. AN244658U consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.

DATED:

8/11/17



ROBERT MOULDEN
Senior Business Banking Manager
Elsternwick

Executed for and on behalf of

National Australia Bank

AQ575566B

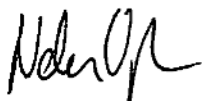
**Department of
Environment Land
Water and Planning**

DELWP Ref: 0703858/0703858/2002838/SP453481

CONSENT FOR USE AND DEVELOPMENT OF COASTAL CROWN LAND**SECTION 40 COASTAL MANAGEMENT ACT 1995****Crown Description:** Crown Allotment 2009, Parish of Moorpanyal, Crown Allotment 60C, Parish of Moorpanyal, Crown Allotment 58A, Parish of Moorpanyal**Local Name:** Rippleside Shipyard (Balmoral Quay)**Street Address:** Liverpool Street**CONSENT FOR:** RIPPLESIDE SHIPYARD REDEVELOPMENT

Pursuant to *Section 40(1)* of the *Coastal Management Act 1995*, and as delegated by the Minister, I consent to the proposed use and development subject to the following conditions:


1. Works are to be completed to the satisfaction of the Program Manager Public Land Administration, Department of Environment, Land, Water and Planning (the Manager).
2. All works are to be consistent with the application dated 3 June 2015.
3. Any proposed amendments to the works including changes to the design or siting must be provided in writing to the Department of Environment, Land, Water and Planning and written approval obtained from the Manager prior to any changes being implemented.
4. Land manager endorsement by the City of Greater Geelong is required for each stage of the works and must be provided in writing and form part of the detailed package submitted to the Department for each stage of the project.
5. Prior to commencement of construction, detailed plans and drawings for Stage 1 works must be submitted and approved by the Department. Further detailed plans for Stages 2, 3, and 4 will also require approval before these works can commence.
6. All protection structures must be designed in line with sea level rise predictions of not less than .8 metres.
7. The construction site is to be maintained to a safe standard to avoid public risk, and where practical public use is to be excluded from the construction area using signs and appropriate barriers.
8. All works are to be constructed to Australian Standards and to be certified for public use prior to public use.
9. The site is to be left in a clean and tidy condition at the completion of works.
10. All future maintenance is the responsibility of Balmoral Quay Pty Ltd until the conclusion of works and in line with parameters set out in the Development Agreement, whereby City of Greater Geelong will be responsible for assets on coastal Crown land.
11. The consent will expire if the works are not completed within 5 years of the date of issue unless an extension of time is applied for and granted by the Manager.



Helen Vaughan
Regional Director
Barwon South West

24/07/2015



PLAN OF SUBDIVISION			EDITION 3	PLAN NUMBER PS814484L
LOCATION OF LAND PARISH: MOORPANYAL TOWNSHIP: - SECTION: - CROWN ALLOTMENT: 60A & 60B CROWN PORTION: 60 (PART) TITLE REFERENCE: VOL.11811 FOL.435 LAST PLAN REFERENCE: LAND IN PC372672J POSTAL ADDRESS: 43 LIVERPOOL STREET, (at time of subdivision) RIPPLESIDE, 3215. MGA CO-ORDINATES: E: 268 420 ZONE: 55 (of approx centre of land N: 5 776 980 GDA 94 in plan)			MUNICIPALITY: CITY OF GREATER GEELONG	
VESTING OF ROADS AND/OR RESERVES			NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON		SEE SHEET 2 FOR NOTATIONS	
RESERVE No.1	BARWON REGION WATER CORPORATION			
NOTATIONS				
DEPTH LIMITATION: 15 METRES BELOW THE SURFACE OF C.A. 60A & 60B				
SURVEY: This plan is is not based on survey. STAGING: This is is not a staged subdivision. Planning Permit No. 1046-2014/A This survey has been connected to permanent marks No(s). 410 & 411 In Proclaimed Survey Area No. -				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
EASEMENTS AND RIGHTS IMPLIED BY SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1, E-2, E-3, E-4 & E-5	POWERLINE	SEE PLAN	THIS PLAN, SECTION 88 ELECTRICITY INDUSTRY ACT 2000	POWERCOR AUSTRALIA LIMITED
E-1, E-2, E-6 & E-7	PIPELINES OR ANCILLARY PURPOSES	SEE PLAN	THIS PLAN & SECTION 136 WATER ACT 1989	BARWON REGION WATER CORPORATION
E-2 & E-6	CARRIAGEWAY	SEE PLAN	THIS PLAN	BARWON REGION WATER CORPORATION
*E-8, *E-9, E-10	PIPELINES OR ANCILLARY PURPOSES (* LIMITED TO HEIGHT - SEE NOTATIONS)	SEE PLAN	THIS PLAN & SECTION 136 WATER ACT 1989	BARWON REGION WATER CORPORATION
 ABN 11 125 568 461 Level 1, 27-31 Myers Street (PO Box 1137) Geelong, VIC Australia 3220 Phone +61 3 5202 4600 Fax +61 3 5202 4691 Email: victoria@cardno.com.au Web: www.cardno.com		SURVEYORS FILE REF: 11852-100	ORIGINAL SHEET SIZE: A3	SHEET 1 OF 16 SHEETS
		DAVID R. RENDLE / VERSION 1	THIS IS A LAND USE VICTORIA COMPILED PLAN FOR DETAILS SEE MODIFICATION TABLE HEREIN	

PLAN NUMBER
PS814484L

NOTATIONS

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:

MEDIAN : BOUNDARIES MARKED **M**
 INTERIOR FACE : BOUNDARIES MARKED **U**
 EXTERIOR FACE : ALL OTHER BOUNDARIES

— — — OR <<< DENOTES STRUCTURE (NON BOUNDARY)

PT. DENOTES PART OF LOT.
 C.P.1 DENOTES COMMON PROPERTY No.1.
 C.P.2 DENOTES COMMON PROPERTY No.2.
 C.P.3 DENOTES COMMON PROPERTY No.3.
 C.P.4 DENOTES COMMON PROPERTY No.4.

COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT THE LOTS AND COMMON PROPERTY No.s 2, 3 & 4.

LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS.

COMMON PROPERTY No.1 SHOWN AS HABOURSIDE DRIVE AND LADY NELSON DRIVE ARE PRIVATE ROADS.

ALL INTERNAL COLUMNS, SERVICE DUCTS, PIPE SHAFTS, CABLE DUCTS, AND SERVICE INSTALLATIONS WITHIN LOTS 38, 41 & 44 ARE DEEMED TO BE PART OF COMMON PROPERTY No.2. THE POSITIONS OF THESE COLUMNS, SERVICE DUCTS, PIPE SHAFTS, CABLE DUCTS AND SERVICE INSTALLATIONS MAY NOT HAVE BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN.

ALL INTERNAL COLUMNS, SERVICE DUCTS, PIPE SHAFTS, CABLE DUCTS, AND SERVICE INSTALLATIONS WITHIN LOTS 35, 40 & 43 ARE DEEMED TO BE PART OF COMMON PROPERTY No.3. THE POSITIONS OF THESE COLUMNS, SERVICE DUCTS, PIPE SHAFTS, CABLE DUCTS AND SERVICE INSTALLATIONS MAY NOT HAVE BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN.

ALL INTERNAL COLUMNS, SERVICE DUCTS, PIPE SHAFTS, CABLE DUCTS, AND SERVICE INSTALLATIONS WITHIN LOTS 30, 39 & 42 ARE DEEMED TO BE PART OF COMMON PROPERTY No.4. THE POSITIONS OF THESE COLUMNS, SERVICE DUCTS, PIPE SHAFTS, CABLE DUCTS AND SERVICE INSTALLATIONS MAY NOT HAVE BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN.

OTHER PURPOSE OF PLAN
 REMOVAL OF CARRIAGEWAY EASEMENT E-1 ON TP73266L.

GROUNDS FOR REMOVAL
 BY DIRECTION IN PLANNING PERMIT No. 1046-2014/A

*EASEMENT E-8 THE UPPER LIMIT IS 2 METRES ABOVE THE SURFACE OF THAT PART OF THE SITE.

*EASEMENT E-9 THE UPPER LIMIT IS THE UNDERSIDE OF ANY BUILDING.



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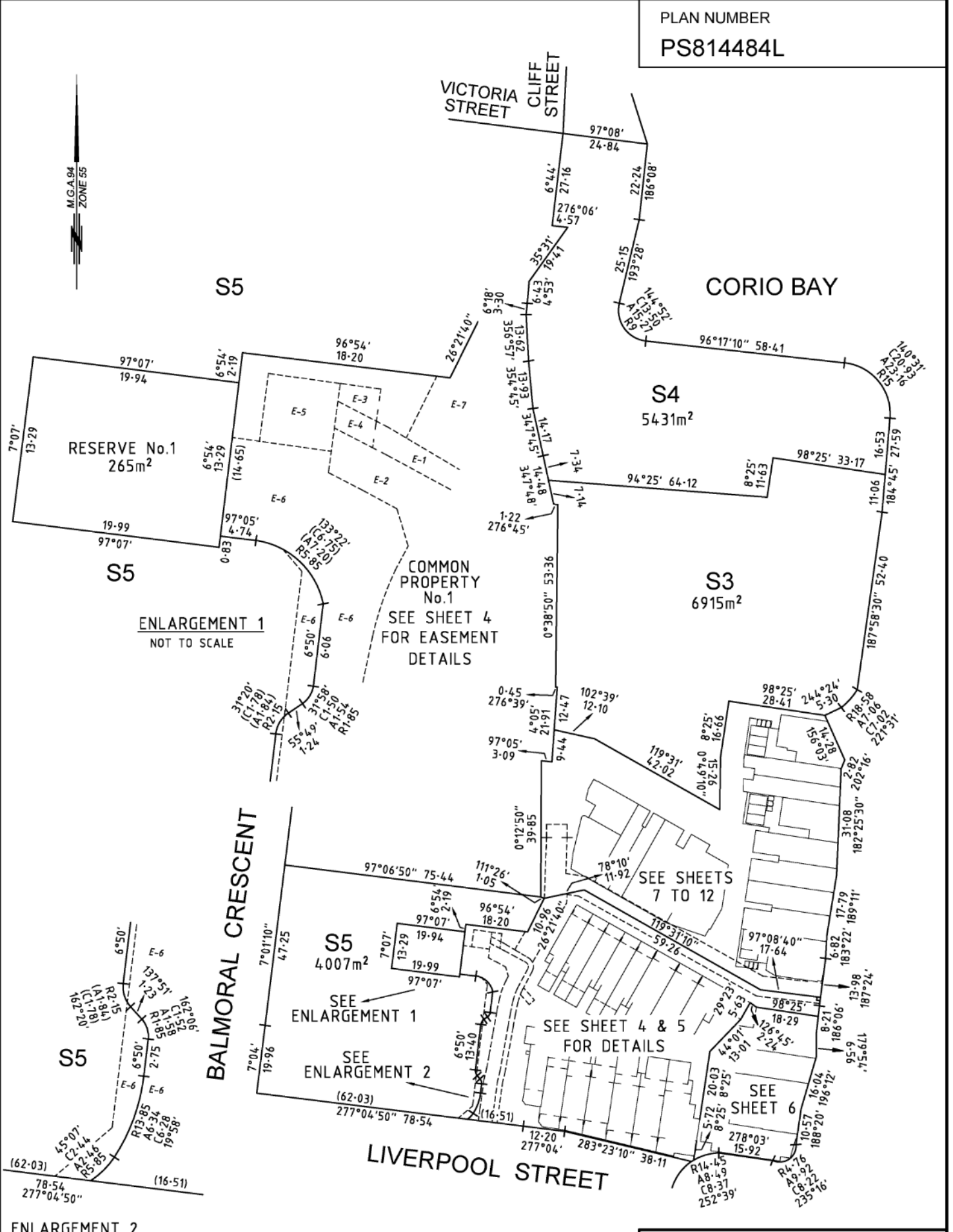
SURVEYORS FILE REF: 11852-100

ORIGINAL SHEET
 SIZE: A3

SHEET 2

DAVID R. RENDLE / VERSION 1

PLAN NUMBER
PS814484L



ENLARGEMENT 1
NOT TO SCALE

ENLARGEMENT 2
NOT TO SCALE

SURVEYORS FILE REF: 11852-100



SCALE 1:1000

LENGTHS ARE IN METRES

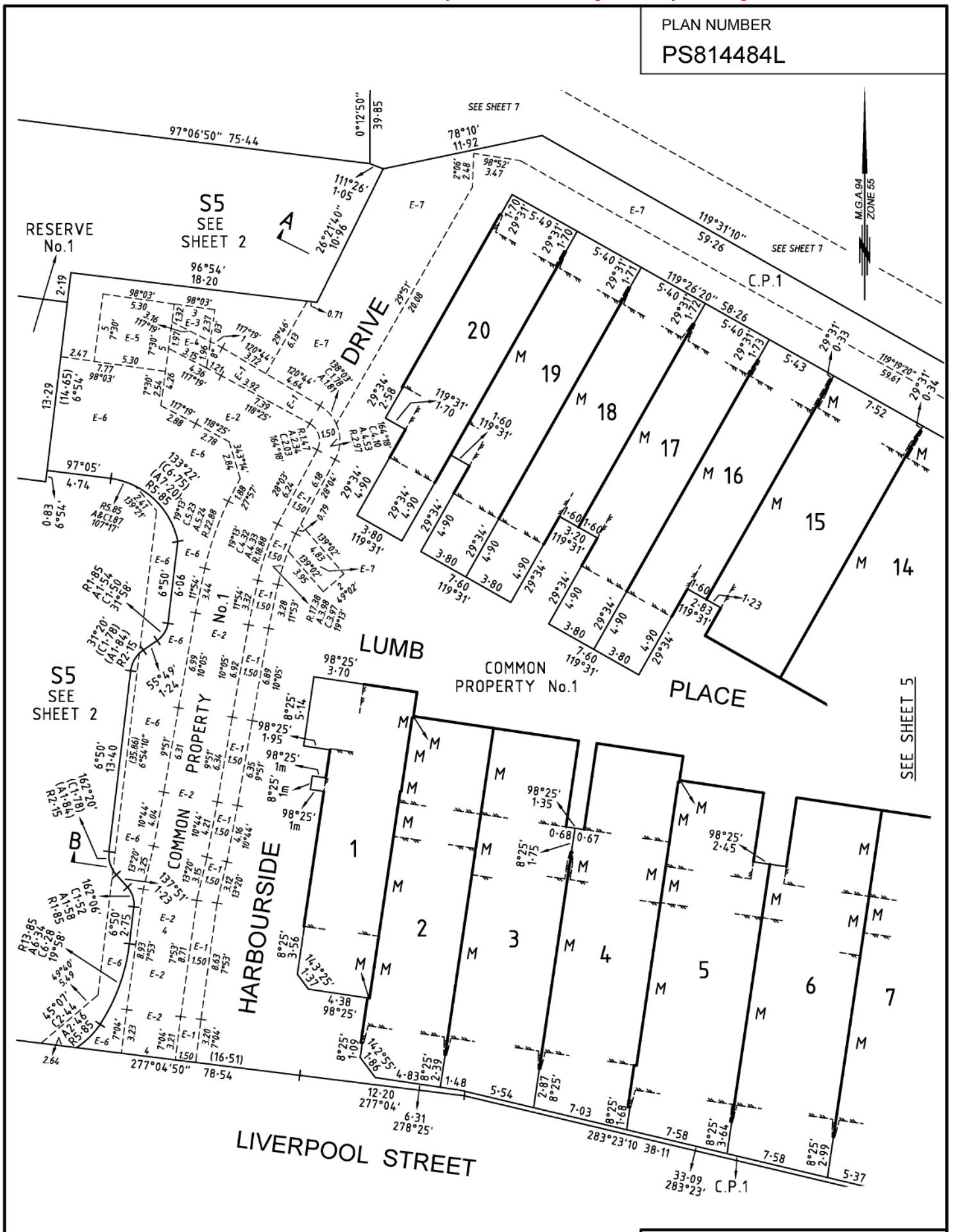
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SHEET 3

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DAVID R. RENDLE / VERSION 1

PLAN NUMBER
PS814484L



SURVEYORS FILE REF: 11852-100

Cardno TGM
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 Email: victoria@cardno.com.au Web: www.cardno.com

SCALE
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LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3

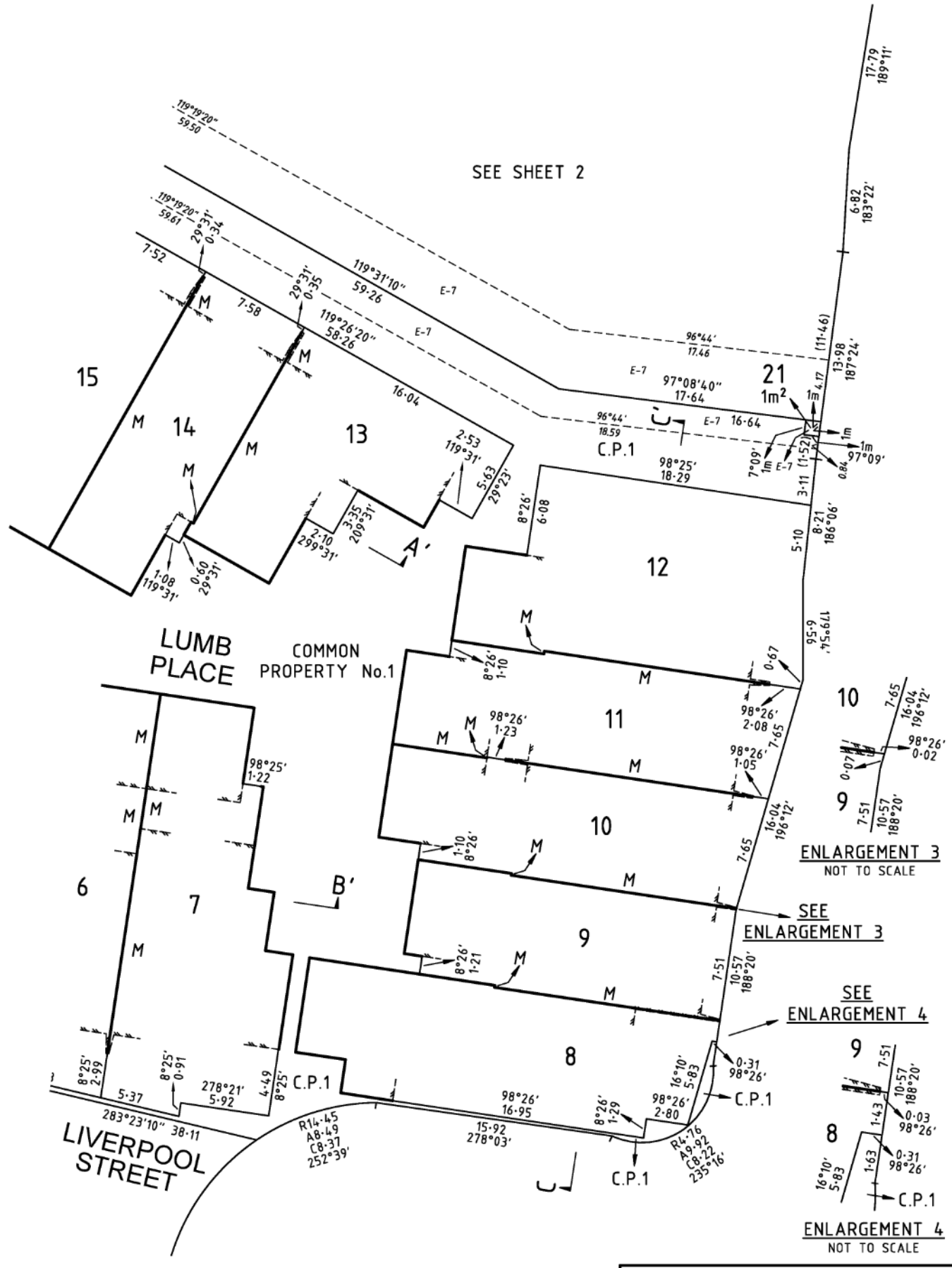
SHEET 4

DAVID R. RENDLE / VERSION 1

PLAN NUMBER
PS814484L

SEE SHEET 2

SEE SHEET 3



ENLARGEMENT 3
NOT TO SCALE

SEE ENLARGEMENT 3

SEE ENLARGEMENT 4

ENLARGEMENT 4
NOT TO SCALE

SURVEYORS FILE REF: 11852-101

TGM Group
 1/27-31 Myers Street (PO Box 1137)
 Geelong Vic 3220
 T 03 5202 4600
 F 03 5202 4691
 ABN 11 125 568 461
 www.tgmgroup.com



SCALE
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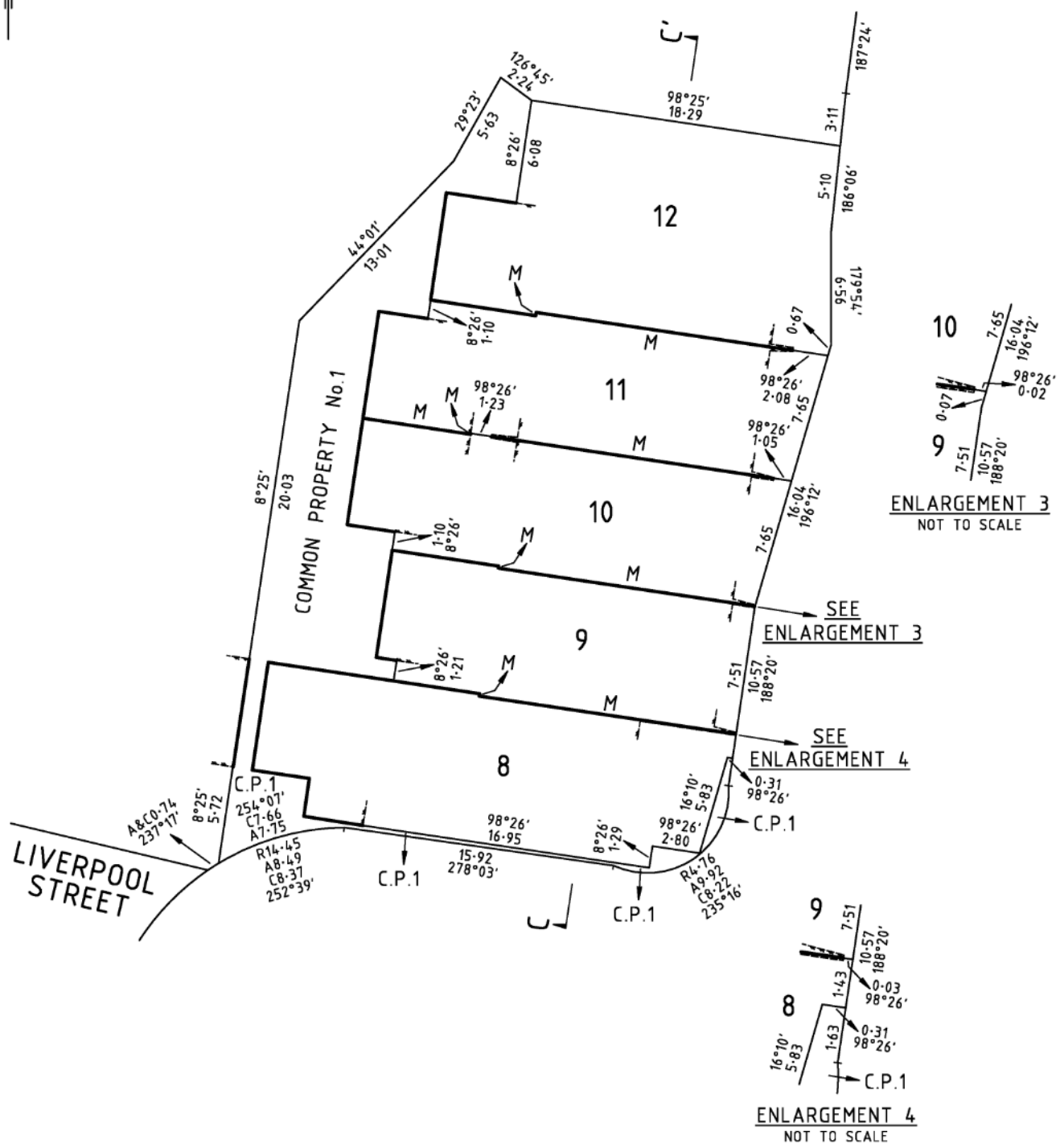
LENGTHS ARE IN METRES

RAYMOND JAMES DUNN

ORIGINAL SHEET
SIZE: A3

SHEET 4

PS814484L



SURVEYORS FILE REF: 11852-100



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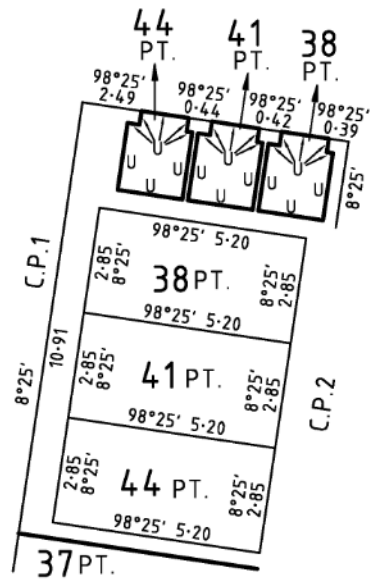
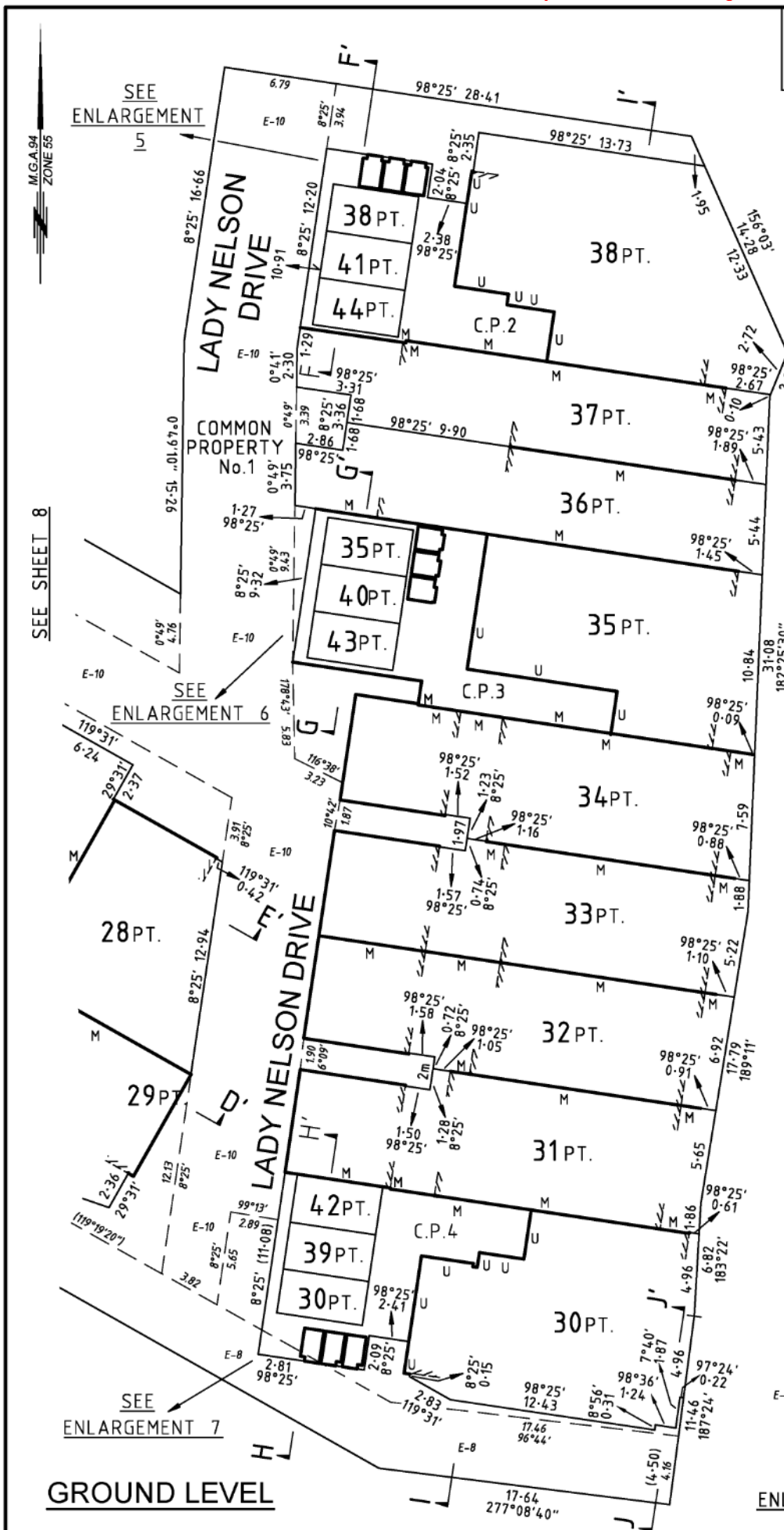
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DAVID R. RENDLE / VERSION 1

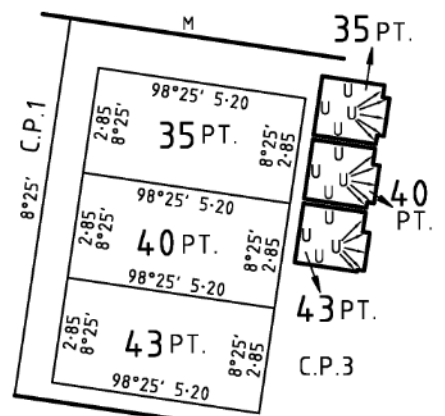
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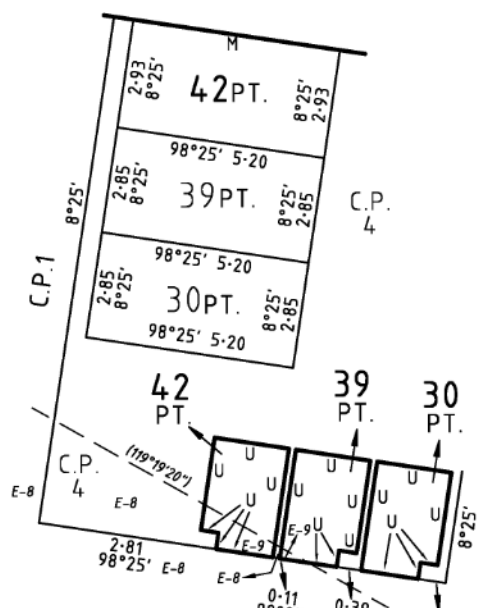
PLAN NUMBER
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ENLARGEMENT 6
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ENLARGEMENT 7
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SEE SHEET 8

SEE ENLARGEMENT 5

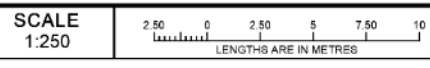
SEE ENLARGEMENT 6

SEE ENLARGEMENT 7

GROUND LEVEL



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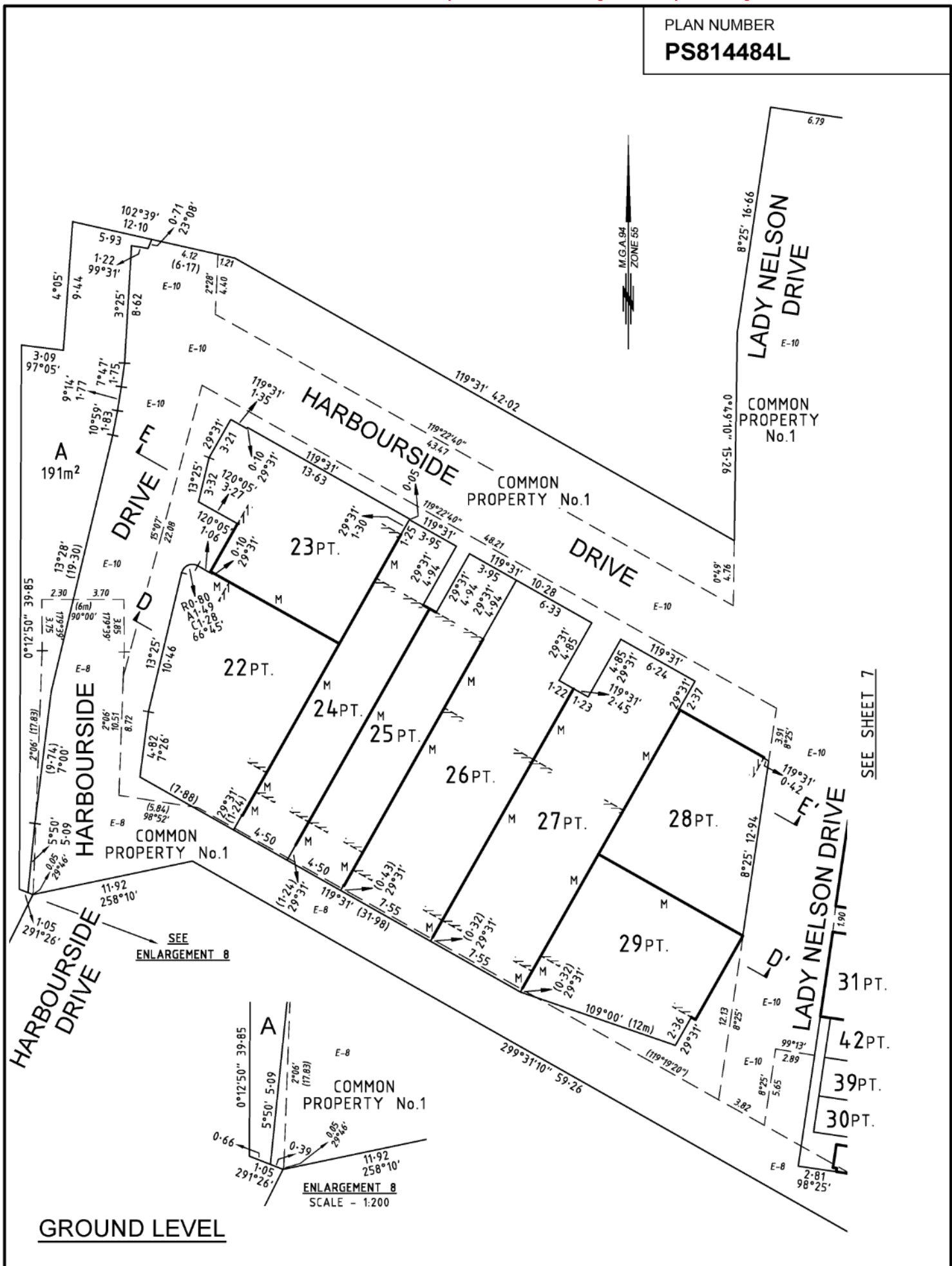


DAVID R. RENDLE / VERSION 1

ORIGINAL SHEET SIZE: A3

SHEET 7

PLAN NUMBER
PS814484L



SEE SHEET 7

GROUND LEVEL



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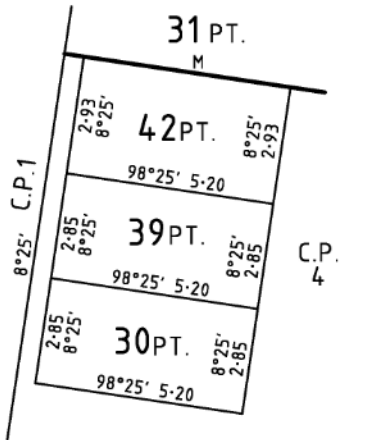
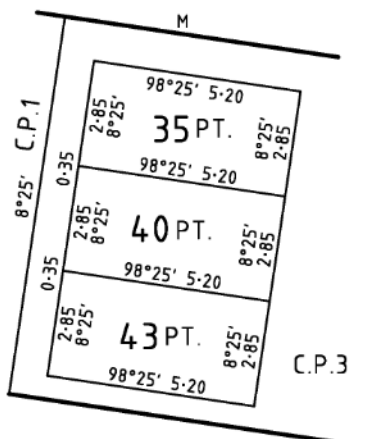
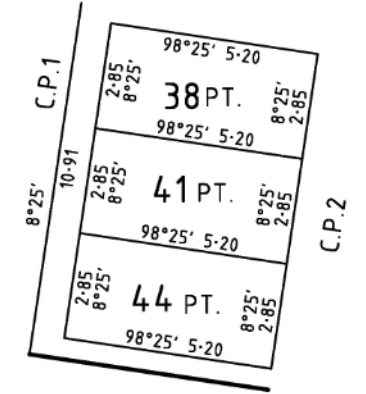
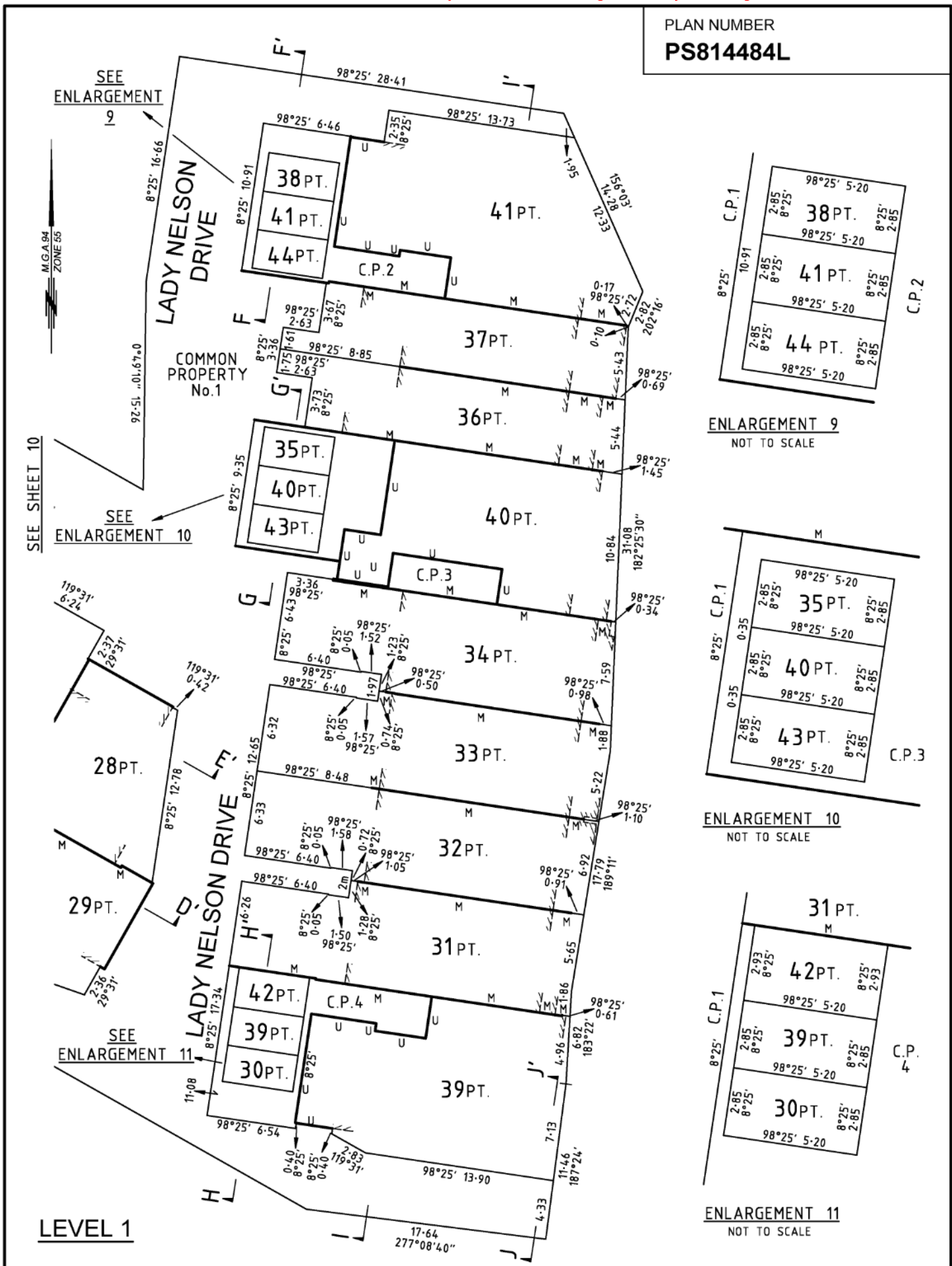
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

SHEET 8

DAVID R. RENDLE / VERSION 1

PLAN NUMBER
PS814484L



LEVEL 1



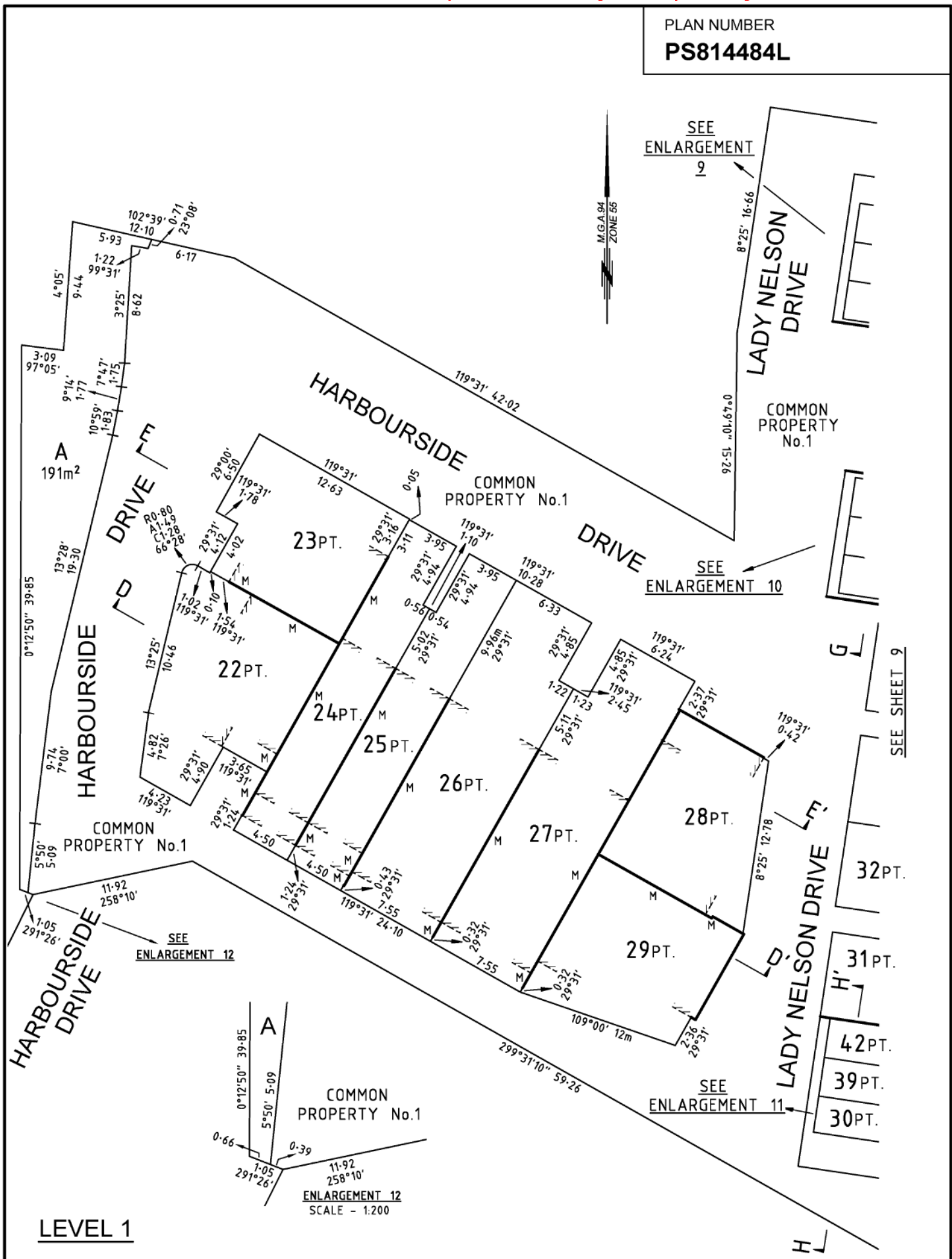
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 Email: victoria@cardno.com.au Web: www.cardno.com

SCALE 1:250
 2.50 0 2.50 5 7.50 10
 LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3 SHEET 9

DAVID R. RENDLE / VERSION 1

PLAN NUMBER
PS814484L



LEVEL 1



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SCALE 1:250
2.50 0 2.50 5 7.50 10
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3
SHEET 10

DAVID R. RENDLE / VERSION 1

PLAN NUMBER
PS814484L

SEE SHEET 12

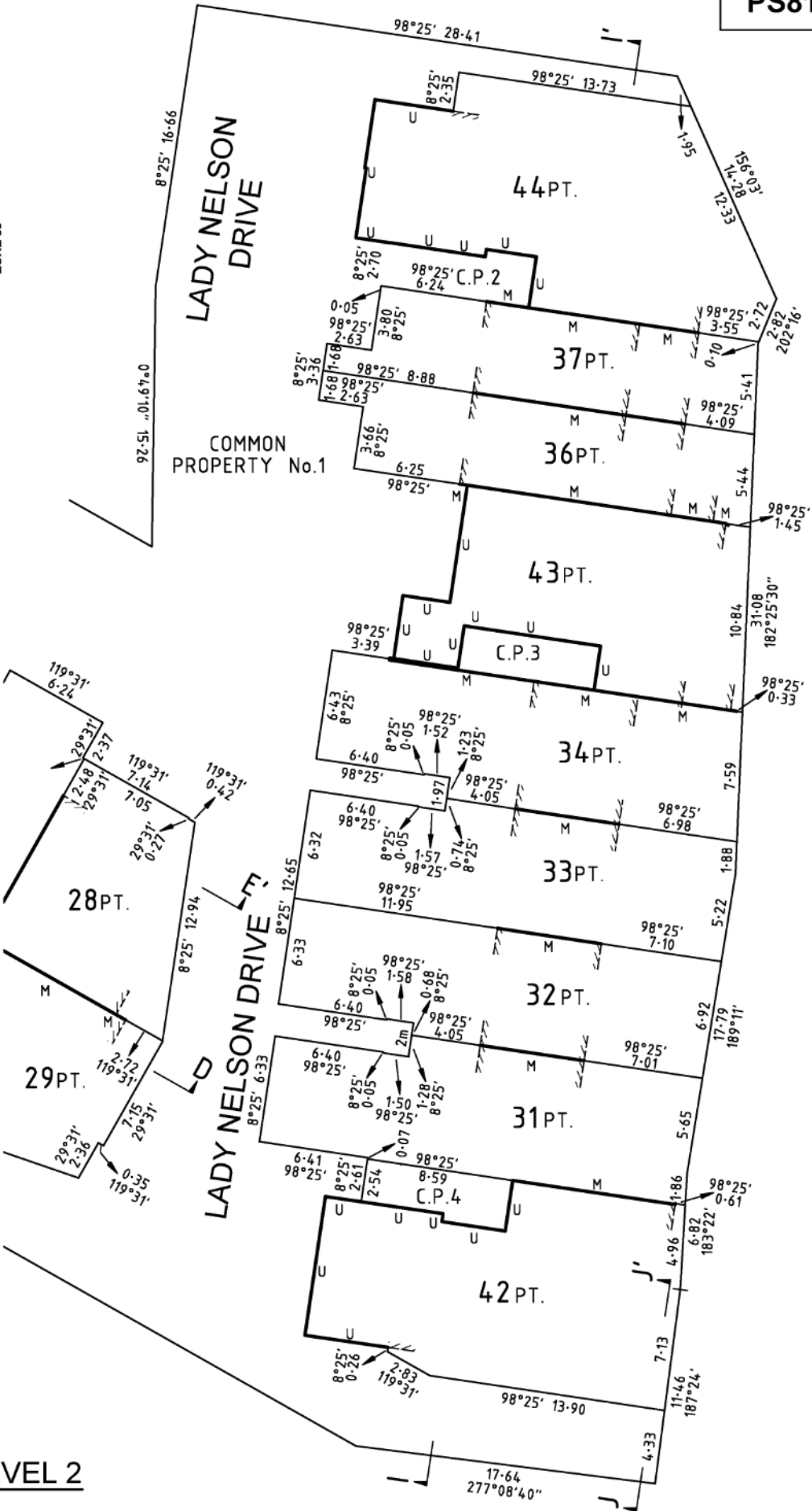
M.G.A. 94
ZONE 55

LADY NELSON DRIVE

COMMON PROPERTY No.1

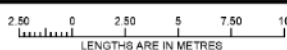
LADY NELSON DRIVE

LEVEL 2



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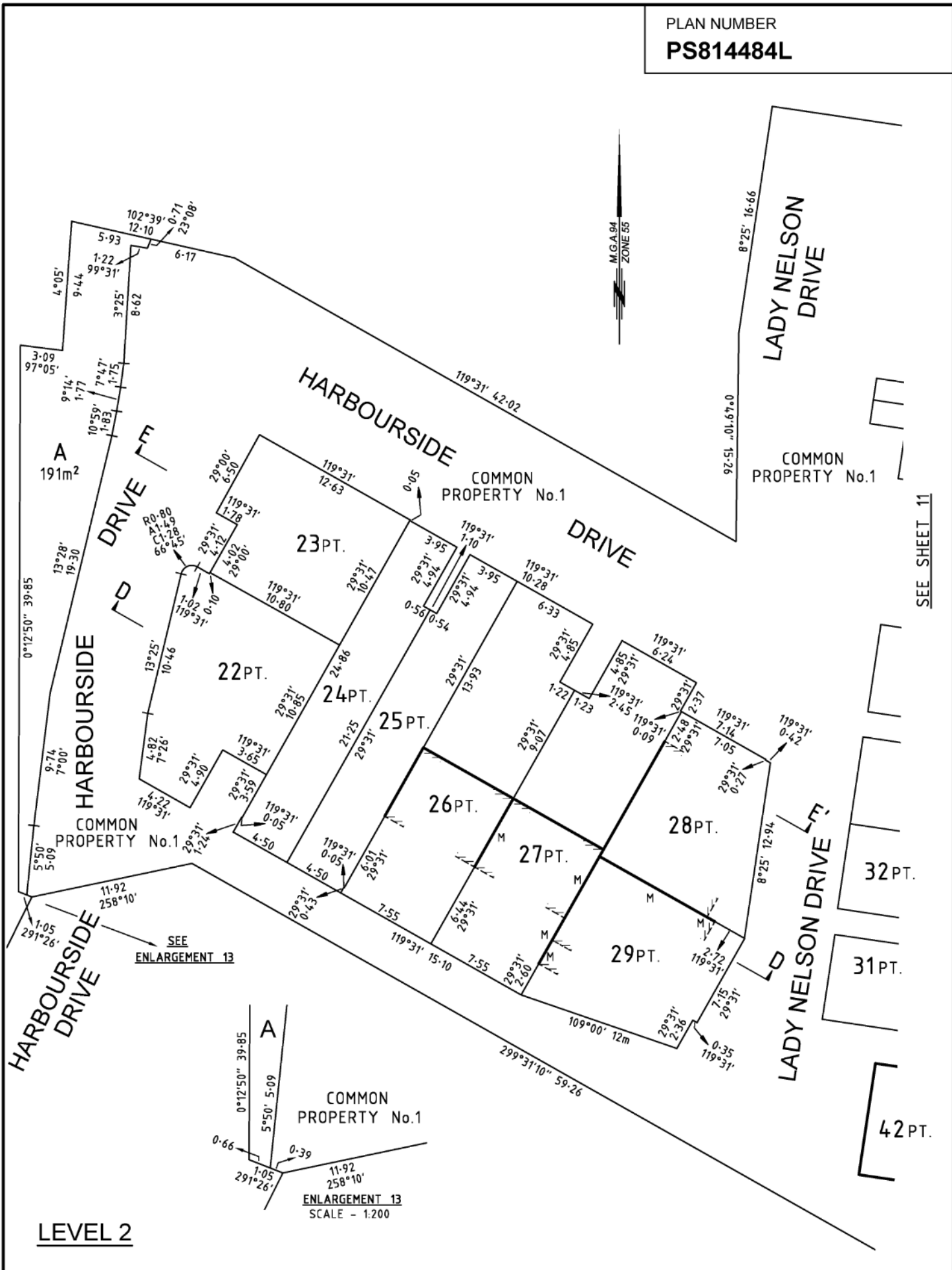


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SIZE: A3

SHEET 11

DAVID R. RENDLE / VERSION 1

PLAN NUMBER
PS814484L



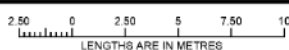
SEE SHEET 11

LEVEL 2



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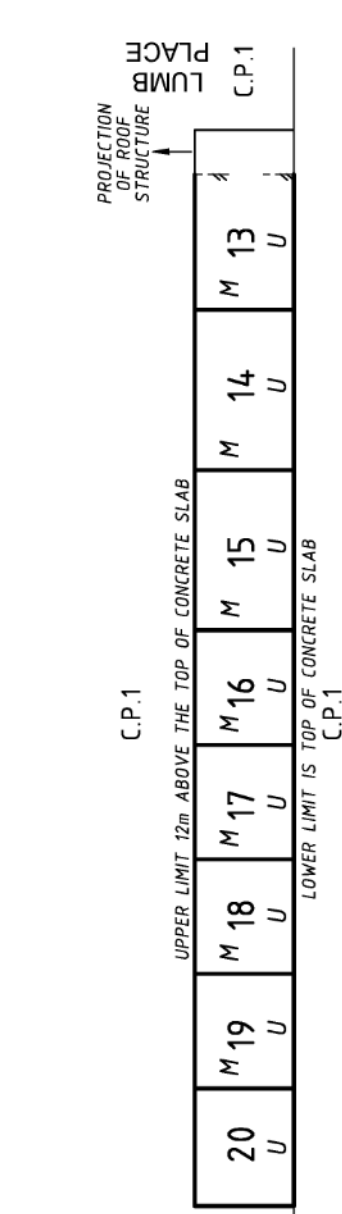


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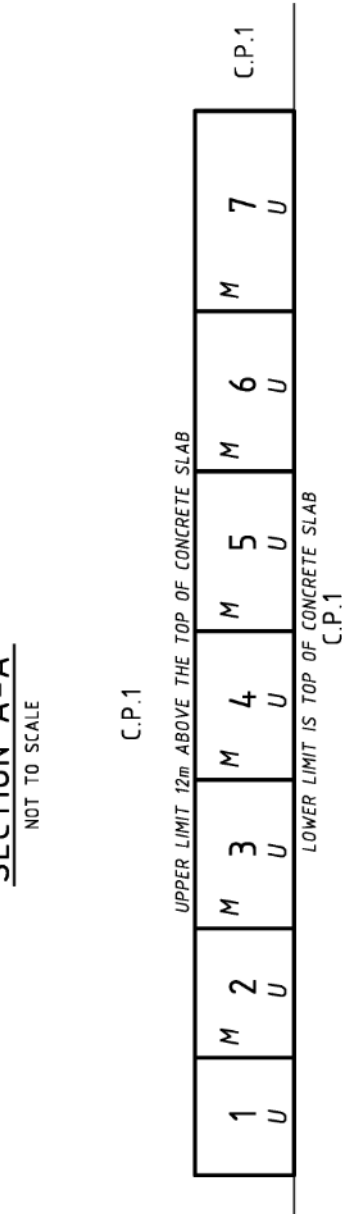
SHEET 12

DAVID R. RENDLE / VERSION 1

PLAN NUMBER
PS814484L



LEVEL 1
GROUND LEVEL
SITE LEVEL



LEVEL 1
GROUND LEVEL
SITE LEVEL

SURVEYORS FILE REF: 11852-100

ORIGINAL SHEET SIZE: A3

SHEET 13

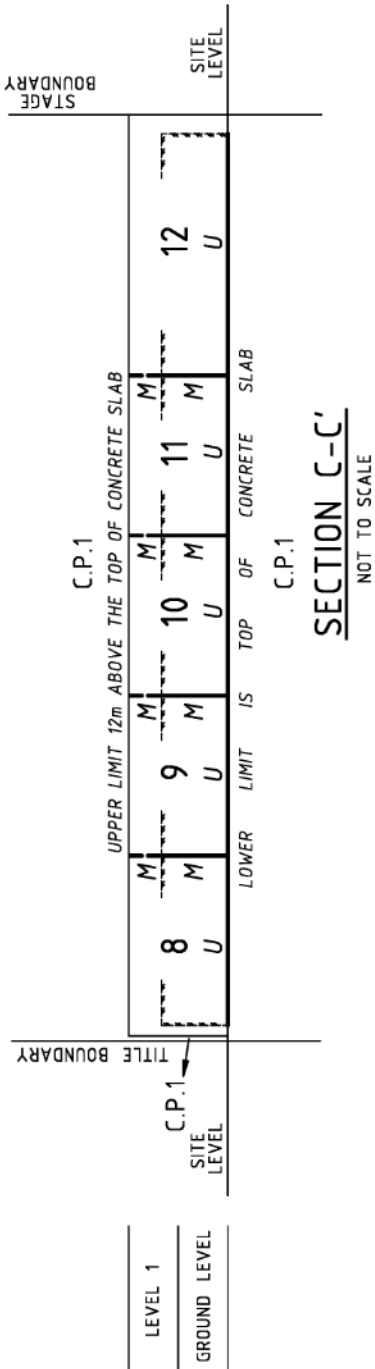
SCALE N.T.S.

NOT TO SCALE LENGTHS ARE IN METRES

DAVID R. RENDLE / VERSION 1

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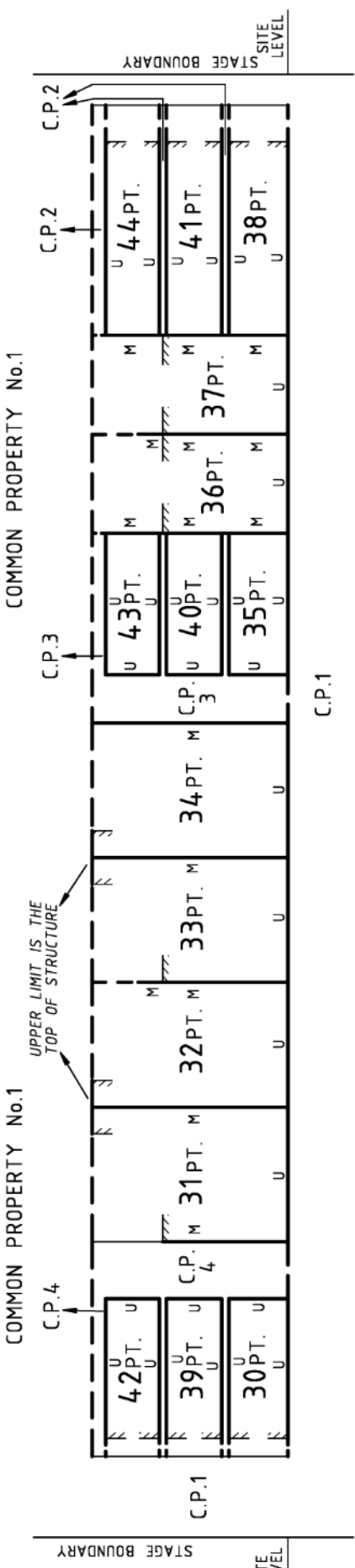
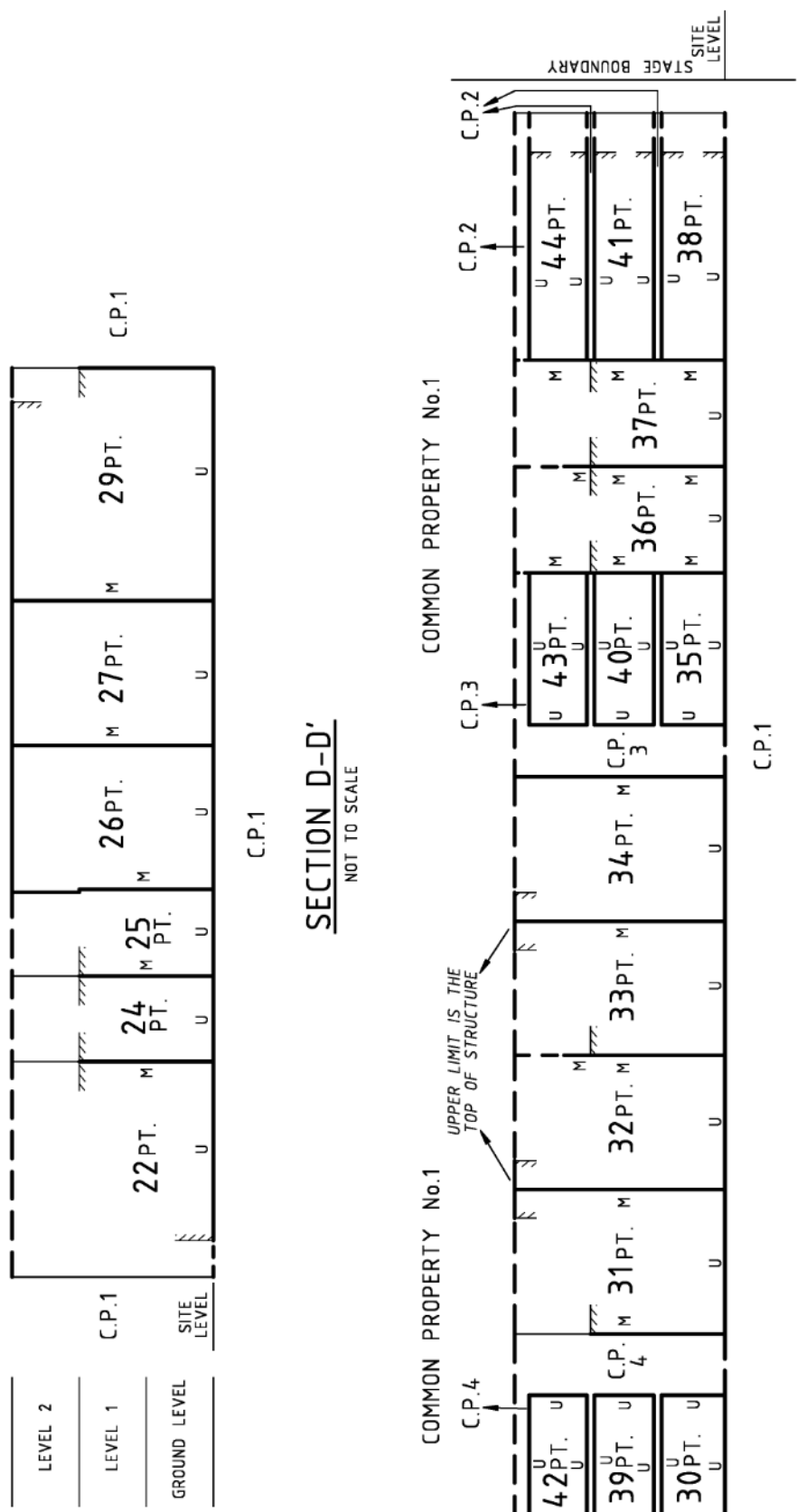
PS814484L



 <p>ABN 11 125 588 461 Level 1, 27-31 Myers Street (PO Box 1137) Geelong, VIC Australia 3220 Phone +61 3 5202 4600 Fax +61 3 5202 4691 Email: vicinfo@cardno.com.au Web: www.cardno.com</p>	SURVEYORS FILE REF: 11852-100		SCALE N.T.S.	NOT TO SCALE LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 14
	DAVID R. RENDELLE / VERSION 1					

PLAN NUMBER
PS814484L

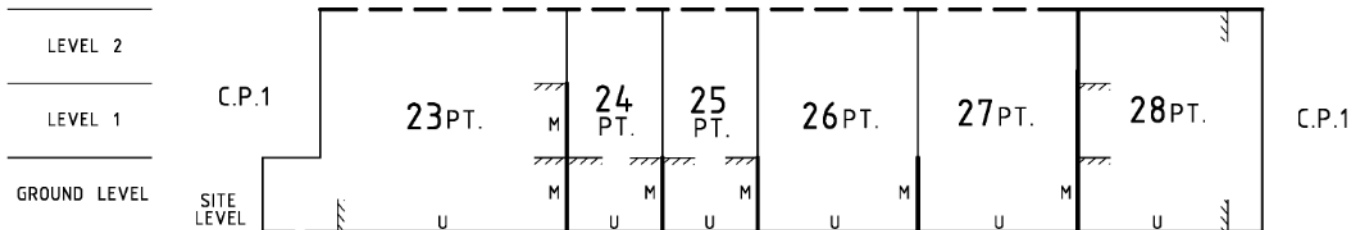
COMMON PROPERTY No.1



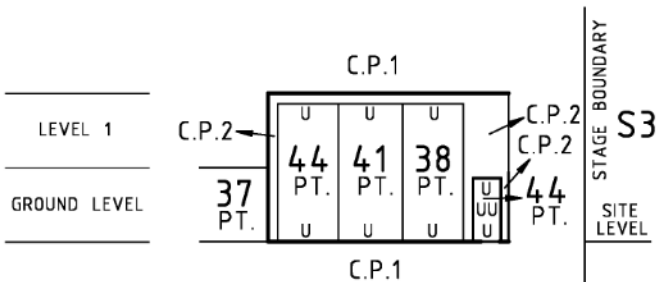
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	<p>DAVID R. RENDLE / VERSION 1</p>			

PLAN NUMBER
PS814484L

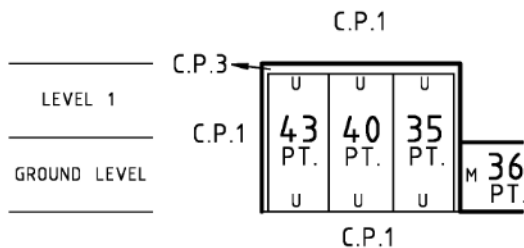
COMMON PROPERTY No.1



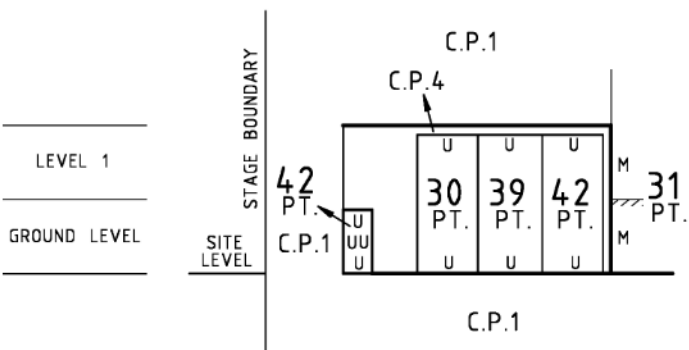
C.P.1
SECTION E-E'
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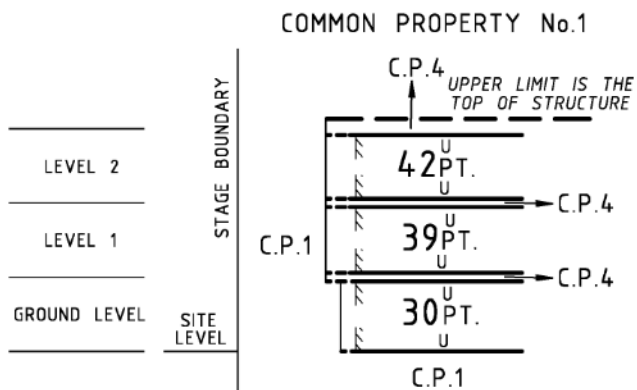
SECTION F-F'
NOT TO SCALE



SECTION G-G'
NOT TO SCALE



SECTION H-H'
NOT TO SCALE



SECTION J-J'
NOT TO SCALE



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SCALE
N.T.S.

NOT TO SCALE
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

SHEET 16

DAVID R. RENDLE / VERSION 1



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS814484L

The land in PS814484L is affected by 4 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Properties 1 - 4, Lots 1 - 44, S3, S4, S5.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

LEVEL 5 520 COLLINS STREET MELBOURNE VIC 3000

OC037924P 19/01/2018

Owners Corporation Manager:

NIL

Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:

1. AT687718D 14/10/2020

Additional Owners Corporation Information:

OC037924P 19/01/2018

Notations:

ONLY THE MEMBERS OF OWNERS CORPORATION NO. 2 ARE ENTITLED TO USE COMMON PROPERTY NO. 2 ONLY THE MEMBERS OF OWNERS CORPORATION NO. 3 ARE ENTITLED TO USE COMMON PROPERTY NO. 3 ONLY THE MEMBERS OF OWNERS CORPORATION NO. 4 ARE ENTITLED TO USE COMMON PROPERTY NO. 4

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Common Property 3	0	0
Common Property 4	0	0
Lot 1	200	200
Lot 2	200	200



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 1
PLAN NO. PS814484L**

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 3	200	200
Lot 4	200	200
Lot 5	200	200
Lot 6	200	200
Lot 7	200	200
Lot 8	200	200
Lot 9	200	200
Lot 10	200	200
Lot 11	200	200
Lot 12	200	200
Lot 13	200	200
Lot 14	200	200
Lot 15	200	200
Lot 16	200	200
Lot 17	200	200
Lot 18	200	200
Lot 19	200	200
Lot 20	200	200
Lot 21	1	1
Lot 22	200	200
Lot 23	200	200
Lot 24	200	200
Lot 25	200	200
Lot 26	200	200
Lot 27	200	200
Lot 28	200	200
Lot 29	200	200
Lot 30	200	200
Lot 31	200	200



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 1
PLAN NO. PS814484L**

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 32	200	200
Lot 33	200	200
Lot 34	200	200
Lot 35	200	200
Lot 36	200	200
Lot 37	200	200
Lot 38	200	200
Lot 39	200	200
Lot 40	200	200
Lot 41	200	200
Lot 42	200	200
Lot 43	200	200
Lot 44	200	200
Lot S3	4800	1
Lot S4	6400	1
Lot S5	6000	1
Total	25801.00	8604.00

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS814484L

The land in PS814484L is affected by 4 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 2, Lots 38, 41, 44.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

SUITE 2 190 RYRIE STREET GEELONG VIC 3220

OC049237S 21/08/2020

Owners Corporation Manager:

NIL

Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:

1. AT687719B 14/10/2020

Additional Owners Corporation Information:

OC049237S 21/08/2020

Notations:

FOLIO OF THE REGISTER FOR COMMON PROPERTY NO. 2 IS IN THE NAME OF OWNERS CORPORATION NO. 1
MEMBERS OF OWNERS CORPORATION NO. 2 ARE ALSO AFFECTED BY OWNERS CORPORATION NO. 1

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot 38	100	100
Lot 41	100	100
Lot 44	100	100
Total	300.00	300.00

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**OWNERS CORPORATION 2
PLAN NO. PS814484L**

Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.



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OWNERS CORPORATION 3
PLAN NO. PS814484L

The land in PS814484L is affected by 4 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 3, Lots 35, 40, 43.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

SUITE 2 109 RYRIE STREET GEELONG VIC 3220

OC049238Q 21/08/2020

Owners Corporation Manager:

NIL

Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:

1. AT687720S 14/10/2020

Additional Owners Corporation Information:

OC049238Q 21/08/2020

Notations:

FOLIO OF THE REGISTER FOR COMMON PROPERTY NO. 3 IS IN THE NAME OF OWNERS CORPORATION NO. 1
MEMBERS OF OWNERS CORPORATION NO. 3 ARE ALSO AFFECTED BY OWNERS CORPORATION NO. 1

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 3	0	0
Lot 35	100	100
Lot 40	100	100
Lot 43	100	100
Total	300.00	300.00

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan,



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**OWNERS CORPORATION 3
PLAN NO. PS814484L**

Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.



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OWNERS CORPORATION 4
PLAN NO. PS814484L

The land in PS814484L is affected by 4 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 4, Lots 30, 39, 42.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

SUITE 2 190 RYRIE STREET GEELONG VIC 3220

OC049239N 21/08/2020

Owners Corporation Manager:

NIL

Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:

1. AT687721Q 14/10/2020

Additional Owners Corporation Information:

OC049239N 21/08/2020

Notations:

FOLIO OF THE REGISTER FOR COMMON PROPERTY NO. 4 IS IN THE NAME OF OWNERS CORPORATION NO. 1
MEMBERS OF OWNERS CORPORATION NO. 4 ARE ALSO AFFECTED BY OWNERS CORPORATION NO. 1

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 4	0	0
Lot 30	100	100
Lot 39	100	100
Lot 42	100	100
Total	300.00	300.00

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan,



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**OWNERS CORPORATION 4
PLAN NO. PS814484L**

Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.