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Series No.	Prefix
31	AG

NOTES

1. This form may be used only when no panel form is suitable.

LANDS TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

FORM APPROVED BY THE REGISTRAR-GENERAL

CERTIFIED CORRECT FOR THE PURPOSES
OF THE REAL PROPERTY ACT 1886

[Signature]
Solicitor/Registered Conveyancer/Applicant
R. G. HAMMOND

BELOW THIS LINE FOR OFFICE USE ONLY

Date	31/7/98	Time	15-15
FEES			
R.G.O.	POSTAGE	ADVERT	NEW C.T.
80			

[Handwritten: DU 8515357]

EXAMINATION

CORRECTION	PASSED <i>[Signature]</i>
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BELOW THIS LINE FOR AGENT USE ONLY

AGENT CODE

Lodged by: CBOA 12

Correction to: NORMAN WATERHOUSE NWAM

TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED WITH
INSTRUMENT (TO BE FILLED IN BY PERSON LODGING)

-
-
-
-
-

Assessor

PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS

-
-
-
-
-

DELIVERY INSTRUCTIONS (Agent to complete)
PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE
UNDERMENTIONED AGENT(S)

ITEM CT/CL REF.	AGENT CODE

REGISTERED1.2..NOV.1998

[228555'rgl0050]

A handwritten signature in dark ink, appearing to be 'John A. Smith', written over a horizontal line.

REGISTRAR-GENERAL

A circular official seal of the Registrar-General, featuring a central emblem and text around the perimeter.

**APPLICATION TO NOTE - DEVELOPMENT ACT, 1993
LAND MANAGEMENT AGREEMENT**

TO: THE REGISTRAR GENERAL

THE CORPORATION OF THE CITY OF MARION of PO Box 21 Oaklands Park 5046 HEREBY APPLIES pursuant to the provisions of Section 57(5) of the Development Act, 1993 for the registration of the attached Deed dated the 30th day of JULY 1998 and made between THE CORPORATION OF THE CITY OF MARION aforesaid as the Council of the one part and INFRASTRUCTURE MANAGEMENT LIMITED (ACN 070 338 251) of 81-89 Hotham Street Traralgon VIC 3844 as the Owner of the other part as a Land Management Agreement pursuant to Section 57(2) of the said Act. The said Deed the whole of Allotment 113 in Deposited Plan 50379 being portion of the land comprised in Certificates of Title Register Book VOLUME 5497 FOLIOS 745 and 746 and operates to control the future conservation, preservation and development of the said land.

NOW WHOLE OF THE LAND IN

DATED the

30th

C.T. VOL 5572 FOL 870
day of

JULY

1998

THE COMMON SEAL of THE CORPORATION OF THE CITY OF MARION was hereunto affixed in the presence of:

)
)
)
)



Acting Mayor

Chief Executive

The Owner HEREBY CONSENTS to the registration of the attached Land Management Deed.

THE COMMON SEAL of INFRASTRUCTURE MANAGEMENT LIMITED was affixed in the presence of:

)
)
)



Director

Secretary

THIS DEED is made the

30TH

day of

JULY

1998

BETWEEN: THE CORPORATION OF THE CITY OF MARION of PO Box 21 Oaklands Park 5046 (with its successors and assigns is called "the Council")

AND: INFRASTRUCTURE MANAGEMENT LIMITED (ACN 070 338 251) of 81-89 Hotham Street Traralgon VIC 3844 (with its successors and assigns is called "the Owner")

COMMISSIONER OF STATE TAXATION

C.A. STAMP DUTY PAID
ORIGINAL with 2 copies

31/07/98 11:15:47 FB1197:2
DEED

\$10.00

BACKGROUND:

- A. The Owner is the proprietor or is entitled to be the proprietor of an estate in fee simple in the whole of Allotment 113 in Deposited Plan 50379 being portion of the land comprised in Certificates of Title Register Book VOLUME 5497 FOLIOS 745 and 746 ("the Land");
- B. The Owner intends to develop the Land and construct a commercial premises and a car park on the Land.
- C. The Land is adjacent to Allotment 12 in Deposited Plan 47596 and Allotment 116 in Deposited Plan 50379 ("the Adjacent Land").
- D. The Adjacent Land is also intended to be developed with commercial premises and car parks.
- E. The Council wishes to ensure that adequate vehicle parking and traffic flow is established and maintained between the Land and the Adjacent Land and the Council requires the Owners of the Land and may require the Owners of the Adjacent Land to enter into a suitable Deed to facilitate this.
- F. The Council wishes to ensure that the stormwater run-off from the Land is limited to a maximum of 0.06 cubic metres per-second per hectare for a one in five year rainfall event.
- G. Pursuant to the provisions of Section 57(2) of the Development Act 1993 ("the Act") the Owner has agreed with the Council to enter into this Deed relating to the management, preservation and conservation of the Land.

THIS DEED RECORDS as follows:

1. Interpretation

- 1.1 The parties acknowledge that the matters contained in the Background are true and accurate and agree that they form part of the terms of this Deed.
- 1.2 In the interpretation of this Deed unless the context otherwise requires:
 - 1.2.1 Words and phrases used in this Deed which are defined in the Act have the meanings given to them by that Act;

- 1.2.2 References to any statute or subordinate legislation includes all statutes and subordinate legislation amending, consolidating or replacing the statute or subordinate legislation referred to;
- 1.2.3 The term "the Owner" where the Owner is a company includes its successors, assigns and transferees, and where the Owner is a person, includes his or her heirs, executors, administrators and transferees. Where the Owner consists of more than one person or company the term includes each and every one or more of such persons or companies jointly and each of them severally. If the Land is divided after this Deed then the term Owner refers to the proprietor of each separate allotment which comprise (or comprised) the Land.
- 1.2.4 The term "the Council" includes its employees, contractors and agents;
- 1.2.5 The term "person" includes a corporate body;
- 1.2.6 The term "the Land" includes any part or parts of the Land;
- 1.2.7 The term "car park" means any portion of the Land, or the Adjacent Land marked out by signs or a combination of signs and lines as an area for the parking of vehicles used by persons frequenting the premises of the Owner and/or the Adjacent Owner.
- 1.2.8 The term "car parking purposes" includes the entry and exit of a car park with a vehicle and the standing of a vehicle in a car park.
- 1.2.9 The term "Adjacent Land" means Allotment 12 in Deposited Plan 47596 and Allotment 116 in Deposited Plan 50379 or any subsequent Allotments created as a result of any subsequent Plan of Division which comprise all or part of Allotment 12 or Allotment 116.
- 1.2.10 The term "Adjacent Owner" means the registered proprietors, lessees and occupiers of the Adjacent Land.
- 1.2.11 Words of the singular number or plural number are deemed to include the plural number and the singular number respectively;
- 1.2.12 Words of any gender include every gender;
- 1.2.13 Where two or more persons are obliged to observe or perform any obligation or agreement whether express or implied, then they are bound jointly and each of them severally;
- 1.2.14 Any clause headings or marginal notes are for reference purposes only and may not be resorted to in the interpretation of this Deed.
- 1.3 If any provision of this Deed is found by a court to be invalid or unenforceable in law THEN and in such case the parties request and direct the court to sever such provision from this Deed.
- 1.4 The law governing the interpretation and implementation of the provisions of this Deed is the law of South Australia.

2. The Council's Obligations

- 2.1 Unless the Adjacent Land is part of a Community Title Scheme which provides for the integration, interconnection and sharing of carparks, the Council will ensure that the purchasers of the Adjacent Land enter into legally binding agreements under similar terms and conditions to this Deed for integration, interconnection and sharing of carparks on the Adjacent Land.
- 2.2 The Council will require that any roadways developed pursuant to Clause 3.7 will be constructed and maintained by the owners for the time being of the Adjacent Land to no less a standard than accepted for construction of roadways pursuant to Clause 3.4.
- 2.3 Should an Adjacent Owner require access to the Land pursuant to Clause 3.10 below, then the Council shall ensure that the Adjacent Owner provides the Owner with seven (7) days notice of any works that affect the normal use of the carpark constructed on the Land, and the Adjacent Owner shall ensure that any disruption shall be for a maximum period of twenty-eight (28) days, and the Council shall also ensure that the Adjacent Owner maintains that a minimum of thirty (30) carparking spaces remain operational on the Land whilst any works are undertaken by the Adjacent Owner pursuant to Clause 3.10 below.

3. The Owner's Obligations

- 3.1 The Owner will ensure that any development on the Land will include an undercroft carpark and two way roadways, which roadways may be connected in the future with any adjacent two way roadways to be constructed on the Adjacent Land.
- 3.2 Any such development on the Land shall be constructed to enable connecting roadways and retaining walls if necessary to be constructed within the areas marked A1, A2 and A3 on the plan attached hereto and marked Annexure A ("the Plan").
- 3.3 The Owner shall construct on the area marked S on the Plan a roadway which will provide free and unrestricted two way access to the Council and the Adjacent Owners and its and their servants, agents and invitees at all times.
- 3.4 The Owner shall construct a two way access ramp suitable for vehicle access purposes over the piece marked S(R) on the Plan.
- 3.5 Such access ramp shall be constructed so that the top of the ramp is as far as possible from the street frontage consistent with obtaining the necessary approvals with respect to the Development Plan and the Building Code for the construction of the open deck undercroft car parks and in any event shall not be closer than 5 metres.
- 3.6 The roadways constructed on the portion marked S(L) on the Plan shall be at or above the level of the footpath at the property boundary .
- 3.7 Such roadways and any access ramps shall be constructed of bitumen concrete and/or brick materials, and shall be constructed and maintained at the cost in all things of the Owner and in accordance with the Austroads Guide to The Structural Design of Road Pavements (1992) or such lesser standard acceptable to the Council.

- 3.8 The Owner will ensure that at all times no more than 25% of the car parking spaces constructed on the Land will be reserved solely for the exclusive use of the Owners, occupiers and lessees of the building constructed on the Land and their servants, agents and invitees. Such reserved spaces shall not be located adjacent to the roadways marked S to the exclusion of non-reserved spaces.
- 3.9 Subject to Clause 3.12, should an undercroft carpark be constructed on the Adjacent Land, then the Owner shall permit the owners for the time being of the Adjacent Land to remove any part of any retaining wall which is constructed on the Land, and to remove any soil so as to ensure that a continuous undercroft is established between the Land and the Adjacent Land.
- 3.10 Subject to Clause 3.12, the Owner will permit the owners for the time being of the Adjacent Land to excavate, construct and maintain roadways and retaining walls as necessary within the areas marked A1, A2 and A3 on the Plan abutting their portion of the Adjacent Land for the purposes of providing connection between the carparking areas on their Adjacent Land and the carparks on the Land.
- 3.11 The Owner shall ensure that at all times any access constructed over areas A1, A2 and A3 between the Land and the Adjacent Land is made available for car parking purposes.
- 3.12 The establishment of any continuous undercroft between the Land and the Adjacent Land and the construction of any connecting roadways will be done so in such a way so as to ensure that any building constructed on the Land remains compliant with the Building Code of Australia.
- 3.13 The Owner shall construct on the Land and maintain in effective working order a stormwater detention system which shall limit the stormwater discharge from the Land to a maximum rate of 0.06 cubic metres per second per hectare for a one in five year rainfall event.
- 3.14 Any stormwater discharge from carparking areas shall be collected in grated vertical pits or other device to prevent coarse litter entering the drainage system and shall be discharged to Milham Street or direct to the stormwater drainage to be constructed in Milham Street.

4. Miscellaneous Provisions

- 4.1 The Owner agrees that it will not grant any right which may give any other person the entitlement to possession or control or entry upon the Land unless the right is granted by written document which acknowledges that the person entitled must not do or fail to do something which would amount to a breach of this Deed if it were done by or was failed to be done by the Owner.
- 4.2 The Council may at any reasonable time go onto the Land for the purpose of:
 - 4.2.1 inspecting the Land and any of its buildings or structures;
 - 4.2.2 exercising any other powers of the Council under this Deed or pursuant to law.

- 4.3 If the Owner breaches any provision of this Deed, the Council may, by written notice to the Owner, specify the breach and require the Owner to remedy the breach within a time nominated in the notice (which must not be less than twenty eight (28) days from the date of the notice). If the Owner does not remedy the breach to the satisfaction of the Council, then the Council may carry out the requirements of the notice. The Council may go onto and perform any necessary works upon the Land and recover any costs incurred for doing so from the Owner.
- 4.4 If the Council breaches any provision of this Deed, the Owner may, by written notice to the Council, specify the breach and require the Council to remedy the breach within a time nominated in the notice (which must not be less than forty two (42) days from the date of the notice). If the Council does not remedy the breach to the satisfaction of the Owner, then the Owner may carry out the requirements of the notice. The Owner may go onto and perform any necessary works upon the Land and recover any costs incurred for doing so from the Council.
- 4.5 This Deed may only be varied by a Supplementary Deed signed by the Council and the Owner.
- 4.6 The Council may only waive compliance by the Owner with the whole or any part of the Owner's obligations by written document signed by the Council.
- 4.7 Any notice required to be given for the purposes of this Deed must be in writing and sent by certified/registered mail to:
- 4.7.1 the address of the Council appearing in this Deed; or
- 4.7.2 to the Owner's last address known to the Council, or if the Owner is a company, to the company's registered office.
- 4.8 The Council may delegate any of its powers under this Deed to any person.
- 4.9 The requirements of this Deed are at all times to be construed as additional to the requirements of the Act and any other legislation affecting the Land.
- 4.10 Each party agrees to do all things required to ensure that as soon as possible after the execution of this Deed by all necessary parties that a memorial is entered on the Certificate of Title for the Land pursuant to the provisions of Section 57(5) of the Development Act 1993 in priority to any other registrable interest in the Land, except for the estate and interest of the Owner.

In acknowledgment of its terms the parties have executed this Deed.

THE COMMON SEAL of THE
CORPORATION OF THE CITY OF
MARION was affixed
in the presence of:



..... *[Signature]* Acting Mayor

..... Chief Executive

THE COMMON SEAL of
INFRASTRUCTURE MANAGEMENT
LIMITED was affixed in the presence
of:



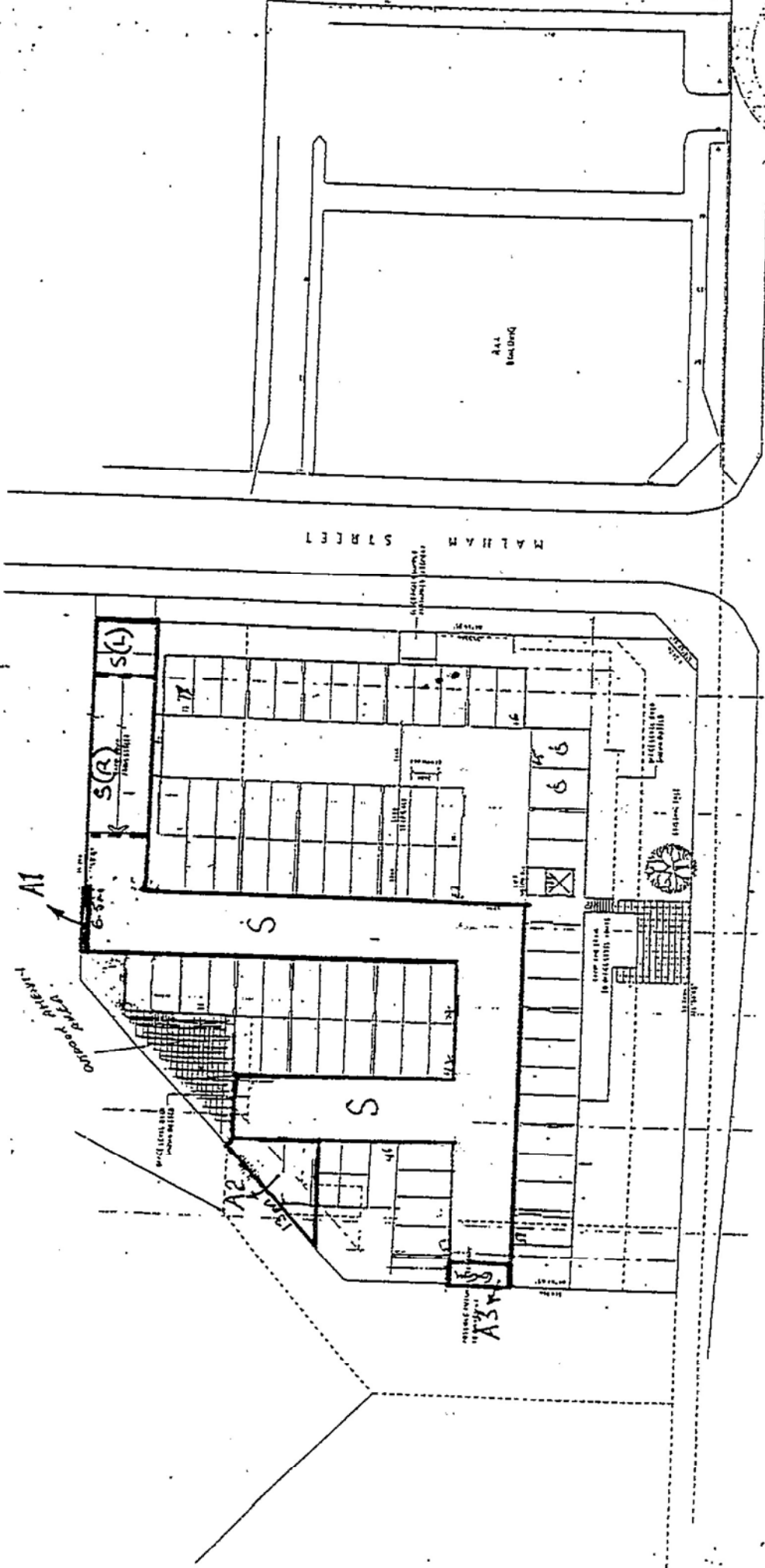
..... *[Signature]* Director

..... Secretary

The Owner HEREBY CERTIFIES pursuant to Section 57(4) of the Development Act 1993 that no other person has an interest in the Land.

..... *[Signature]*
for and on behalf of Infrastructure Management Limited

RECEIVED
JAN 11 1964
U.S. DEPARTMENT OF AGRICULTURE
WASHINGTON, D.C.



DOM. 225

[illegible]

DATED _____ 1998

BETWEEN:

THE CORPORATION OF THE CITY OF
MARION

of the one part

- AND -

INFRASTRUCTURE MANAGEMENT
LIMITED

of the other part

**LAND MANAGEMENT AGREEMENT
BY DEED**

NORMAN WATERHOUSE

Solicitors

15th Floor

45 Pirie Street

ADELAIDE SA 5000

Telephone: 8210 1200