

This agreement is made the 10th day of July 1973 BETWEEN THE MAYOR COUNCELLORS AND CITIZENS OF THE CITY OF SPRINGVALE (hereinafter called "the council") of the first part, THE DANDENONG VALLEY AUTHORITY (hereinafter called "the authority") of the second part and GLADESVILLE NOMINEES PTY. LTD. of 157 Martin Street, Gardenvale (hereinafter called "the developer") of the third part

WHEREAS

(a) the Developer intends to subdivide land within the municipal districts of the cities of Springvale and Chelsea in such a way as to form a residential community adjacent to lakes and waterways pursuant to Melbourne and the Metropolitan Board of Works Planning Application No.68610 and generally as shown on Plan B1003 attached hereto and to be known as the Patterson Lakes Project (hereinafter called "the Project").

(b) The Authority has agreed to accept title to the land reserved for such lakes and waterways and to accept general responsibility for the maintenance of such areas.

(c) The Developer has submitted to the Council a Plan of Subdivision of the first stage of the Project, a copy of which plan of subdivision is marked "A" and attached hereto.

NOW THIS AGREEMENT WITNESSES that –

1. FOR the purposes of this Agreement the term "maintenance" shall, without limiting the same include the matters referred to in Schedule 1 hereto.
2. THE parties hereto recognise the benefits to be gained by all properties within the Project by virtue of the lakes and waterways to be constructed thereon and accept the principle that the design of these lakes and waterways is based on the desire that they shall be used solely for the benefit of properties within the Project and that the lakes and waterways which shall be constructed on the Drainage and Recreation Reserves shown on the plan marked "A" are associated with and for the private use of the properties.
3. THE Developer undertakes to transfer to the Authority free of all cost to it the title to all such lakes and waterways and associated therewith ownership and control of all pumping stations and pipelines so that the Authority may ultimately provide for the maintenance, and by appropriate by-laws and regulations, the use of the same.
4. THE Developer hereby undertakes to carry out in relation to the said lakes and waterways all of the construction shown on the design plans lodged with the Council and to the satisfaction of the Council and the Authority.

5. THE Authority has sought an amendment to the Dandenong Valley Authority Act which if granted, will enable it to impose a special precept on the Council for the raising of moneys from the owners of the land in the aid Project to provide for the maintenance of the said lakes and waterways and ancillary matters. The Developer shall lodge with the Authority in a form acceptable to it a Guarantee from a trading bank operating in Australia the sum of \$100,000.00 the conditions of such guarantee being –
- (a) that if the said amendment is not made to the said Act within twelve (12) months of the date hereof then if demanded by the Authority the said sum of \$100,000.00 shall be paid to the Authority but that if the said amendment is made within that period then the said Guarantee shall subject to the succeeding provisions hereof be released to the Developer.
 - (b) that it shall be available to be realised upon in part in accordance with the provisions of the next clause of this Agreement.
6. (a) Notwithstanding the fact that title to the said lakes and waterways may then have been transferred to the Authority, the Developer undertakes that it will, for a period of eighteen (18) months from the date all construction requirements of the Council and the Authority in respect to the said plan of subdivision have been satisfied, carry out all maintenance to the said lakes and waterways but, subject to sub-clause (b) hereof, thereafter maintenance shall be the responsibility of the Authority which shall carry out such maintenance to a standard compatible with the overall development.
- (b) Notwithstanding the provisions of the sub-clause (a) hereof, provided that there are not then any items of maintenance outstanding which the Authority shall have required the Developer to carry out pursuant to sub-clause (c) hereof, the Developer may at its option carry out maintenance on the said lakes and waterways for a further period of twelve (12) months from the expiration of the above period of eighteen (18) months.
- (c) If the Developer, during the period for which it is responsible for maintenance in accordance with this Agreement fails to carry out any item of maintenance which the Authority has by notice directed it to carry out and within the time specified in the notice, the Authority shall be entitled to carry out the same itself and claim the cost thereof against the said Guarantee.
- (d) If in accordance with the provisions of this Agreement the Authority shall be bound to release the said Guarantee to the Developer, but if there shall be at that time any items of maintenance outstanding in accordance with sub-clause (c) hereof, then the Guarantee shall continue to operate for such

sum as shall be determined by the Authority but not in any case more than \$10,000.00.

7. THE Developer agrees with the Authority that it will, if required by the Authority, enter into any subsequent Agreement or Agreements which may be necessary to transfer to the Authority title to not more than two residences in the development which are of a standard compatible with the overall development and suitable for the use and occupation of maintenance employees.

8. THIS Agreement is subject to the approval of the Minister of Water Supply pursuant to the Dandenong Valley Authority Act.

SCHEDULE 1

Definition of Maintenance.

1. Removal of rubbish from the water and Reserves.
2. Maintenance of sand and grassed, paved, etc. areas of Reserves in an attractive condition.
3. Replacement of beach sand and removal of silt and/or sand from Reserves, as required.
4. Operation and maintenance of inlet and outlet systems including wellpoint intake, pumps, pipeline, lockgates and flow control structures to ensure water renewal.
5. Maintenance of water quality to a standard compatible with the use of the same as envisaged by this Agreement.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

THE COMMON SEAL of THE MAYOR COUNCELLORS AND CITIZENS OF THE CITY OF SPRINGVALE was hereto affixed in the presence of:

(Councillors signatures)

THE COMMON SEAL OF THE DANDENONG VALLEY AUTHORITY was hereto affixed in the presence of:

(Chairman, Commissioner, Secretary signatures)

THE COMMON SEAL OF GLADESVILLE NOMINEES PTY. LTD. was hereun to
affixed in accordance with its Articles of Association in the presence of:

(Signatures)