

THE GLEN SHOPPING CENTRE 227-235 SPRINGVALE ROAD, GLEN WAVERLEY

TOWN PLANNING REPORT



27 SEPTEMBER 2017
MA10992_S72 AMENDMENT
PREPARED FOR GOLDEN AGE GLEN PTY LTD



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EXECUTIVE SUMMARY

Urbis Pty Ltd have been engaged by Golden Age Glen Pty Ltd to prepare a town planning report in support of an application to amend three residential towers approved as part of the redevelopment of The Glen Shopping Centre (“The Glen”) pursuant to Section 72 of the Planning and Environment Act 1987.

The residential towers were approved under Planning Permit No.TPA/43692/A (“the Permit”), originally issued by the City of Monash in August 2015. The Permit was most recently amended on 14 September 2017 and allowed various amendments to the permit preamble and conditions. Plans have been endorsed and form part of the Permit.

The proposal seeks to redesign the residential tower layouts, footprints and siting. This results in significant improvements to the internal amenity of the dwellings and improved siting across the site. This is achieved by designing three rectangular towers of similar extents as opposed to three varied building with significant breaks between to assist in daylight penetration into dwellings and throughout the site. No changes are proposed to the retail component or podium levels of the broader development.

Minor changes are proposed to the building heights, however the additional form will not create adverse impacts on the amenity of the surrounding area for the reasons discussed in this report.

Several permit conditions are proposed to be amended to reflect the proposed changes to the development. These conditions include Conditions 1a, 1b, 1c, and 1p which relate to the overall façade heights of the residential buildings and the widths of the building corridors.

This report provides an overview of the site’s context, a description of the proposal and an assessment of the proposal having regard to the relevant requirements of the Monash Planning Scheme including Amendment C120 for the Glen Waverley Activity Centre. In summary:

- The proposed amendments are minor in the context of the broader development and are supported by the strategic and statutory frameworks of the Monash Planning Scheme, including the Glen Waverley Structure Plan.
- The proposal facilitates the positive redevelopment of a key strategic site within the City of Monash.
- The proposal will significantly improve the internal amenity of the apartments for future residents.
- The proposal results in improved siting and building separation.
- The proposal results in an improved design outcome that is responsive to the character and context of the surrounding urban area.
- The proposal will not result in any unreasonable amenity impacts to adjoining properties beyond the current approval.
- Other than the permit conditions proposed to be amended, the proposal does not contravene any permit conditions and does not “trigger” any additional requirements under the Planning Scheme.

1. SITE CONTEXT

1.1. SUBJECT SITE

The subject site is located at the southern end of the Glen Shopping Centre (“The Glen”) which is located at 227-235 Springvale Road, Glen Waverley, at the south-west corner of the Springvale Road and High Street Road intersection. A copy of the Certificate of Title is provided at **Appendix A**.

Figure 1 – Aerial Map of The Glen



THE GLEN SHOPPING CENTRE
SITE LOCATION

The Glen is bound by High Street Road to the north, Springvale Road to the east, O'Sullivan Road to the south and Snedden Drive to the west and has an overall area of approximately 58,930 square metres. As it stands, The Glen is low in scale and includes expansive 'at-grade' car parking areas along Springvale Road.

The Glen first opened in 1967 and has since expanded over time into a regional shopping destination and centre. Moreover, the Glen is home to several 'major anchor' tenants including David Jones, Target, Coles and Woolworths.

The Glen forms part of the Glen Waverley Major Activity Centre and has been identified as a key redevelopment opportunity in a number of strategic documents (including the Glen Waverley Activity Centre Master Plan (2013) and Structure Plan (2014)).

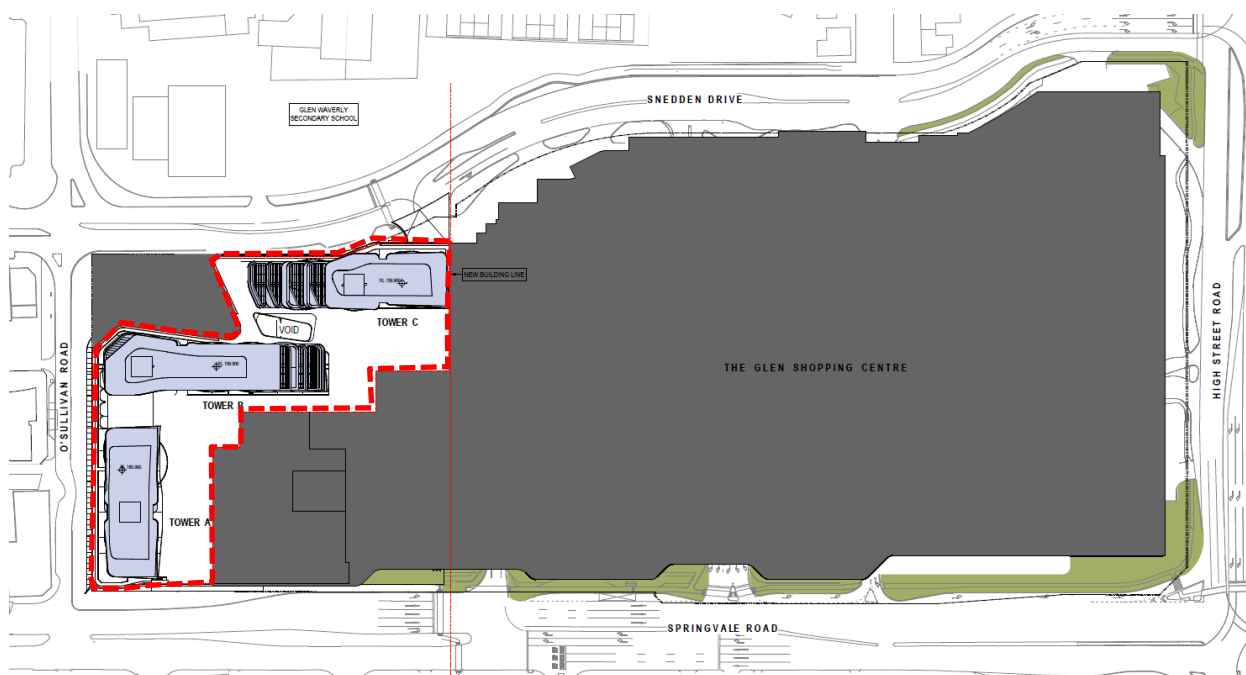
In response, over the past few years the need to redevelop The Glen to keep up with the sophisticated local market was explored and an application was presented to Council for The Glen's redevelopment in 2015.

On 31 August 2015 the City of Monash issued Planning Permit No.TPA/43692/A ("the Permit") for 'alterations and additions to the existing shopping centre ('The Glen'), the development of three residential apartment buildings including use of land for accommodation (dwellings), alteration of access to a Road Zone, Category 1.'

The Permit was most recently amended on 14 September 2017 and allowed amendments to the permit preamble and various permit conditions.

This application (and what is referred to as the "subject site") relates solely to the three residential towers approved by the Permit at the southern end of The Glen as demonstrated in **Figure 2** below.

Figure 2 – Subject Site Location



1.2. SURROUNDING AREA

As mentioned above, the site is located within the Glen Waverley Principal Activity Centre ("GWPAC") which provides a range of amenities and services including civic and retail uses.

Development within the GWPAC is varied and includes single storey commercial and residential developments, multi storey apartment developments and higher density development including "Park Avenue IKON Glen Waverley" (a 10 storey development at No.39 Kingsway, Glen Waverley) and "Galleria", a 15 storey residential development at No.52 O'Sullivan Road.

More specifically, the immediate area can be described as follows.

- North of the site is the remainder of The Glen, beyond which land predominantly comprises residential uses. To the north-east is Glen Waverley Primary School, Mount View Hotel and a McDonalds.

- To the east, over Springvale Road, are a range of medical services (including a density and a VET). Beyond these medical practices land predominantly comprises single and double storey residential dwellings.
- South of the site, over O’Sullivan Road, are several commercial/retail tenancies. Glen Waverley Station is also located within this vicinity beyond which are several commercial and retail tenancies and Monash City Council.
- To the west, over Snedden Drive, is Glen Waverley Secondary College beyond which are residential dwellings.

The site has excellent access to public transport services given its close proximity to Glen Waverley Station (200 metres). Further, the site is within proximity to the No.623, 734, 736, 737, 742, 753, 754, 850, 885 and 902 bus services which have stops at Glen Waverley Station or various locations along Springvale Road and High Street Road.

Figure 3 – Locality Map



URBIS THE GLEN SHOPPING CENTRE
SITE LOCATION

2. PROPOSAL

The proposal seeks to change the design, layout and siting of the residential towers approved on the site. These changes improve the amenity of the development for future residents, particularly in light of recent policy changes and market demands. Consequently, several changes are proposed to the residential building footprints above the podium and the overall building heights to accommodate these improvements.

Importantly, no changes are proposed to the retail component of The Glen or the podium levels of the towers on the site (other than updated residential cores).

2.1. APPROVED DEVELOPMENT V. PROPOSAL

For ease of reference, the table below provides a summary of the approved development and the proposed amendments being sought,

Table 1 – Approved Development v. Proposal Breakdown

Component	Approved Development	Proposal	Summary
Overall Development			
Residential Dwellings	532	555 (16 located in podium)	+ 23 dwellings
Residential Car Parks	515	612	+ 89 spaces
Visitor Car Parks	103 car spaces (provided within the commercial car park)	111 car spaces (provided within the commercial car park)	+ 8 spaces (accommodated for in the commercial car park)
Residential Bicycle Parking Spaces	103 spaces	111 spaces	+ 8 spaces
Visitor Bicycle Parking Spaces	53	56 spaces	+ 3 spaces
Storage Cages	532	555	+ 23 cages
Building A 'Signature Building'			
Building Height (excluding parapets and rooftop features)	63.71 metres (RL 179.9)	64.71 metres (RL 180.9)	+ 1 metre
Dwelling breakdown	50 x 1 Bedroom	76 x 1 Bedroom	+26 x 1 Bedroom
	110 x 2 Bedroom	127 x 2 Bedroom	+17 x 2 Bedroom
	20 x 3 Bedroom	25 x 3 Bedroom	+5 x 3 Bedroom
Building B 'Urban Building'			
Building Height (excluding parapets and rooftop features)	39.62 metres (RL 155.9)	40.62 metres (RL 156.9)	+ 1 metre

Dwelling breakdown	67 x 1 Bedroom	34 x 1 Bedroom	-33 x 1 Bedroom
	114 x 2 Bedroom	122 x 2 Bedroom	+8 x 2 Bedroom
	19 x 3 Bedroom	9 x 3 Bedroom	-10 x 3 Bedroom
Building C 'Kingsway Axial Building'			
Building Height (excluding parapets and rooftop features)	42.62 metres (RL 158.9)	43.62metres (RL 159.9)	+ 1 metre
Dwelling breakdown	39 x 1 Bedroom	17 x 1 Bedroom	-22 x 1 Bedroom
	97 x 2 Bedroom	106 x 2 Bedroom	+9 x 2 Bedroom
	16 x 3 Bedroom	23 x 3 Bedroom	+7 x 3 Bedroom

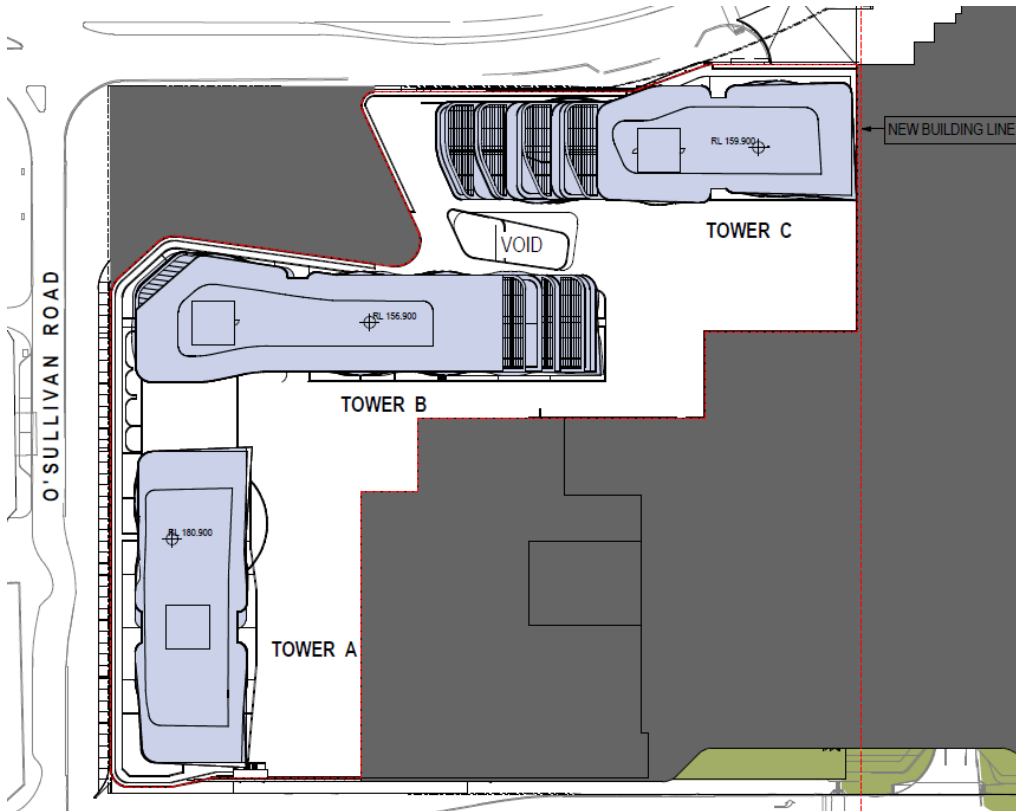
2.2. BUILT FORM AND DESIGN

The figures below provide a comparison between the approved and proposed residential building footprints. As demonstrated, it is proposed to provide three rectangular buildings of similar extents as opposed to three varied building footprints. This has largely been proposed to improve the internal amenity of the building, particularly Building B which was previously in an 'L' formation. Further, the amendments seek to improve the separation distance between Buildings A and B.

Figure 4 – Approved Building Footprints (at 14 September 2017)



Figure 5 – Proposed Building Footprints



The proposed changes to the individual building footprints and the resultant impacts are discussed in further detail in Section 5 of this report.

2.3. PERMIT CONDITIONS TO BE AMENDED

To accommodate the above changes, Conditions Permit Conditions 1a, 1b, 1c, and 1p are proposed to be amended as follows:

- Condition 1a – *The maximum overall façade height of the ‘Building A’ (excluding parapets and rooftop features) no greater than ~~63.71~~ 64.71 metres above existing street level of O’Sullivan Road (existing street level RL 116.28, maximum façade height RL ~~179.9~~ 180.9).*
- Condition 1b - *The maximum overall façade height of ‘Urban Building; (excluding parapets and rooftop features) no greater than ~~39.62~~ 40.62 metres above existing street level of O’Sullivan Road (existing street level RL 116.28, maximum façade height RL ~~155.9~~ 156.9).*
- Condition 1c - *The maximum overall façade height of ‘Kingsway Axial Building’ (excluding parapets and rooftop features) no greater than ~~42.62~~ 43.62 metres above existing street level of O’Sullivan Road (existing street level RL 116.28, maximum façade height RL ~~158.9~~ 159.9).*
- Condition 1p – *Hallways within the apartment buildings typically no less than ~~4.5~~ 1.6 metres wide and indented entries to dwellings typically no less than ~~1.8~~ metres wide.*

3. PLANNING CONTROLS

The site is located within the Commercial 1 Zone (“C1Z”) pursuant to Clause 34.01 of the Monash Planning Scheme (the “Planning Scheme”). The purpose of this zone is (amongst other things) *‘to create vibrant mixed use commercial centres for retail, office, business, entertainment and community uses’* and to *‘provide for residential densities complementary to the role and scale of the commercial centre.’*

Pursuant to this Clause, a permit is required to use land for the purposes of accommodation and to construct a building or construct or carry out works. The Permit provides approval for the residential towers and the associated buildings and works.

Importantly, the site benefits from transitional provisions with respect to Clause 58 and the Better Apartment Design Standards (“BADs”) as this proposal is associated with an application to amend a permit under Section 72 of the *Planning and Environment Act 1987* where the original permit application was lodged prior to the approval date of Amendment VC136 (Clause 34.01-4).

The site is not affected by any overlay provisions.

Figure 6 – Zoning Map



3.1. GENERAL AND PARTICULAR PROVISIONS

The following general and particular provisions are of relevance to the proposal:

- Clause 52.06 'Car Parking' applies to an increase to an existing use and specifies the following car parking rates for the proposal:
 - One car parking space to each one or two bedroom dwelling.
 - Two car spaces to each three or more bedroom dwelling.
 - 0.2 spaces per dwelling for visitors.
- Clause 52.34 'Bicycle Facilities' seeks to 'encourage cycling as a mode of transport' and specifies the following bicycle parking requirements for the proposal:
 - One space to each 5 apartments for residents.
 - One space to each 10 apartments for visitors.
- Clause 65 contains a range of 'Decision Guidelines' that the responsible authority must consider prior to deciding on an application.

3.2. STATE PLANNING POLICY FRAMEWORK

The following Clauses of the State Planning Policy Framework (SPPF) are of relevance to the proposal:

- Clause 9 'Plan Melbourne'
- Clause 11 'Settlement'
- Clause 11.06 'Metropolitan Melbourne'
- Clause 15 'Built Environment and Heritage'
- Clause 16 'Housing'
- Clause 18 'Transport'

In summary, these policies broadly seek to:

- *'Manage the supply of new housing in the right locations to meet population growth and create a sustainable city'*
- *'Anticipate and respond to the needs of existing and future communities through provision of zoned and serviced land for housing, employment, recreation and open space, commercial and community facilities and infrastructure.'*
- *'Recognise the need for, and as far as practicable contribute towards...a high standard of urban design and amenity.'*
- *'Encourage the concentration of major retail, residential, commercial, administrative, entertainment and cultural developments into activity centres which provide a variety of land uses and are highly accessible to the community.'*
- *'Provide housing choice close to jobs and services' as well as a 'housing market that meets community needs.'*
- *'Ensure all new land use and development appropriately responds to its landscape, valued built form and cultural context, and protect places and sites with significant heritage, architectural, aesthetic, scientific and cultural value.'*
- *'Locate new housing in or close to activity centres and in urban renewal precincts and sites that offer good access to jobs, services and transport.'*
- *'Encourage higher density housing development on sites that are well located in relation to jobs, services and public transport.'*

- *'Promote the use of sustainable personal transport.'*

3.3. LOCAL PLANNING POLICY FRAMEWORK

The following Clauses of the Local Planning Policy Framework (LPPF), including the Municipal Strategic Statement (MSS) are of relevant to the proposal.

- Clause 21.03 'A Vision for Monash'
- Clause 21.04 'Residential Development'
- Clause 21.06 'Activity Centres'
- Clause 21.08 'Transport and Traffic'
- Clause 22.03 'Industry and Business Development and Character Policy'
- Clause 22.04 'Stormwater Management Policy'
- Clause 22.13 'Environmentally Sustainable Development Policy'

These Clauses are further dealt with in Section 4 of this report. A summary of these policies provided at **Appendix B**.

3.4. AMENDMENT C120 – GLEN WAVERLEY ACTIVITY CENTRE

Amendment C120 (the "Amendment") to the Monash Planning Scheme seeks to implement the directions from the *Glen Waverley Activity Centre Structure Plan 2014* (the "Structure Plan") into the Planning Scheme. The Structure Plan builds on the body of work developed as part of the Glen Waverley Activity Centre Masterplan (2013) and is proposed to be implemented into the Planning Scheme by:

- Rezoning certain land within the Glen Waverley Activity Centre.
- Introducing Design and Development Schedule 12 (DDO12) to part of the Activity Centre.
- Updating local planning policies and introducing a new local policy specific to the Glen Waverley Activity Centre Structure Plan.
- Deleting unnecessary zoning and overlay controls.

With respect to the site, the Amendment seeks to (amongst other things):

- Maintain the existing Commercial 1 Zone of the site.
- Introduce DDO12 to the site and discretionary maximum building heights (amongst other requirements).
- This site is identified as being within Built Form Areas B and F (see **Figure 5** below).

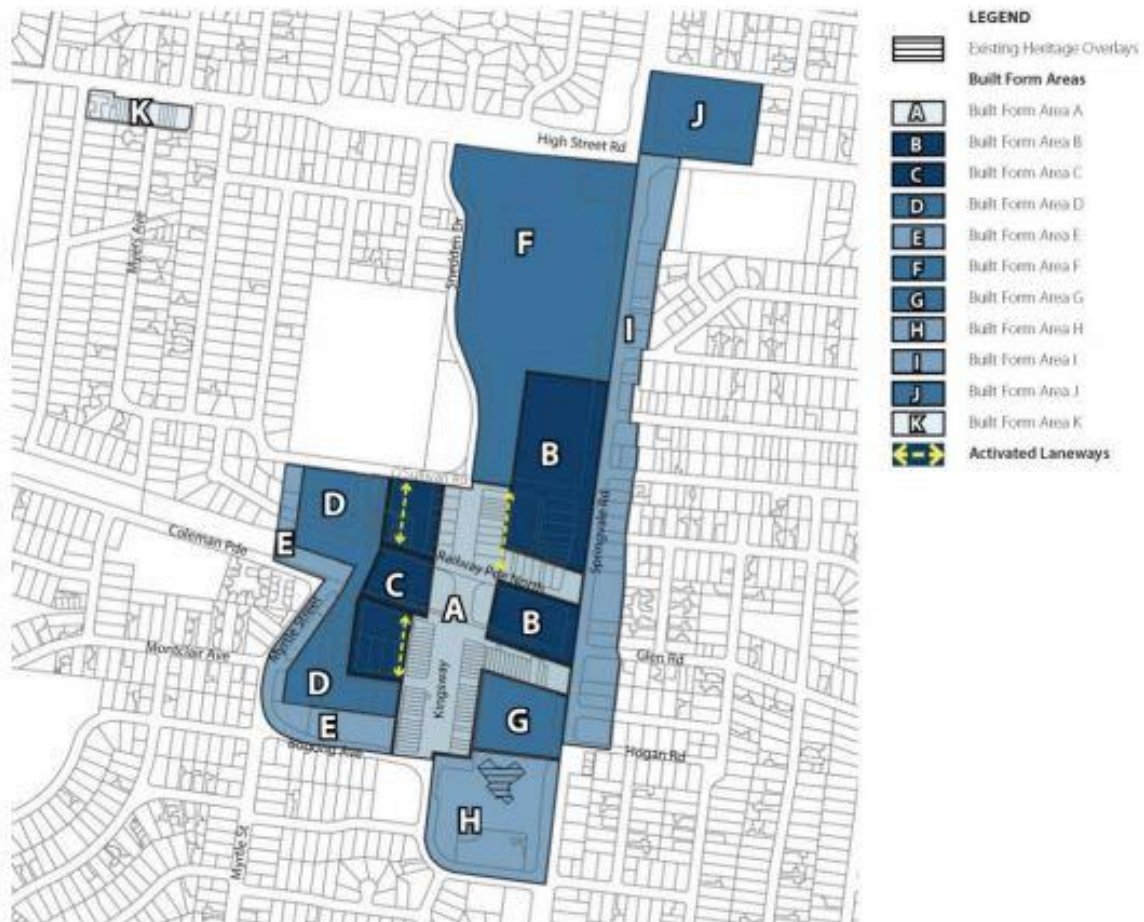
Built Form Area B specifies a preferred building height of more than 10 storeys (more than 36 metres). A zero-street setback is acceptable to a height of 3 storeys, with a 5-metre setback required for additional storeys. Active and engaging frontages are preferred.

Built Form Area F specifies a preferred building height of 8-12 storeys (between 29 and 43 metres). Any frontage to Springvale Road, High Street Road and Snedden Drive requires a 5-metre street setback up to a height of 3 storeys, 10 metre street setback required for additional storeys.

Consistency with the Structure Plan is discussed in Section 5 of this report.

Figure 7 – C120 GWAC Height and Setback Plan

Glen Waverley Activity Centre Building Height and Setback Precinct Plan



Source: Monash Planning Scheme

4. PLANNING CONSIDERATIONS

4.1. POLICY CONTEXT

The subject site is located within the Glen Waverley Principal Activity Centre which is expected to accommodate a mix of business, retail and entertainment services and additional housing, including higher density residential development.

Matters relating to the built form, scale and amenity of the development were considered through the previous planning processes, following which a permit was issued for the redevelopment of The Glen including the provision of three high density residential towers on the site.

Given this, the relevant policy considerations are limited to the proposed increased building heights, relocated building footprints above the podium, internal amenity and off site amenity impacts.

Relevant State and Local Planning policy objectives seek to provide housing choice and particularly higher density housing development, within activity centres and sites that offer good access to jobs, services and transport (Clause 16). The Glen is an excellent example of where such housing is envisaged.

The proposal responds to the relevant objectives of the SPPF and LPPF by:

- Maintaining a high standard design outcome for the site as envisaged in the approval of the broader development.
- Improving the internal amenity of the development for future residents whilst ensuring that no unreasonable amenity impacts to the existing or approved occur to surrounding properties.
- Maintaining at least 10% of the apartments as 3 bedroom apartments to contribute to the housing mix in the area.
- Promoting the use of sustainable personal transport by providing bicycle parking spaces in accordance with the statutory requirements for residents.

In terms of building heights, the additional heights proposed are minor will not result in any unreasonable amenity impacts (including overshadowing impacts). Further, the increased building heights are supported by the SPPF and LPPF and is consistent with the heights envisaged for the area under the Structure Plan.

Specific matters relating to the building form and amenity are discussed further in the following sections of this report.

4.2. BUILT FORM AND DESIGN

As mentioned above, it is proposed to provide three rectangular buildings of similar extents as opposed to three varied building footprints. This will improve the internal amenity of the buildings and the separation distance between Buildings A and B.

Specifically, the separation distance between Building A and B has been increased from 7.8 metres to 13.6m. This will in turn, significantly improve the visual break between the buildings when viewed from the public realm and accords with recent policies surrounding tower separation distances (i.e. proposed DDO under Amendment C120).

Further, the increased separation distance will increase the amount of light filtering through to the residential towers including the communal podium level. This will, in turn improve the amenity of the residential towers and outdoor communal areas for residents by providing better access to daylight.

The increased separation distance and internal reconfigurations has also provided for internal communal facilities to be provided at Level 2 which have been oriented towards O'Sullivan Street. The amenity provided to these space is significant with direct access to daylight, generous internal spaces and a southern outlook over O'Sullivan Street.

The separation distance between Building B and C is largely unchanged with the visual break provided between the buildings maintained when viewed from Kingsway to the south-west (see approved v. proposed elevations below).

With respect to height, the height of each building is proposed to be increased by 1 metre at most. This is considered minor in the context of overall approved building scale and will not result in any unreasonable amenity impacts when compared to the approved design.

Figure 8 – Existing Southern Elevation (at 14 September 2017)

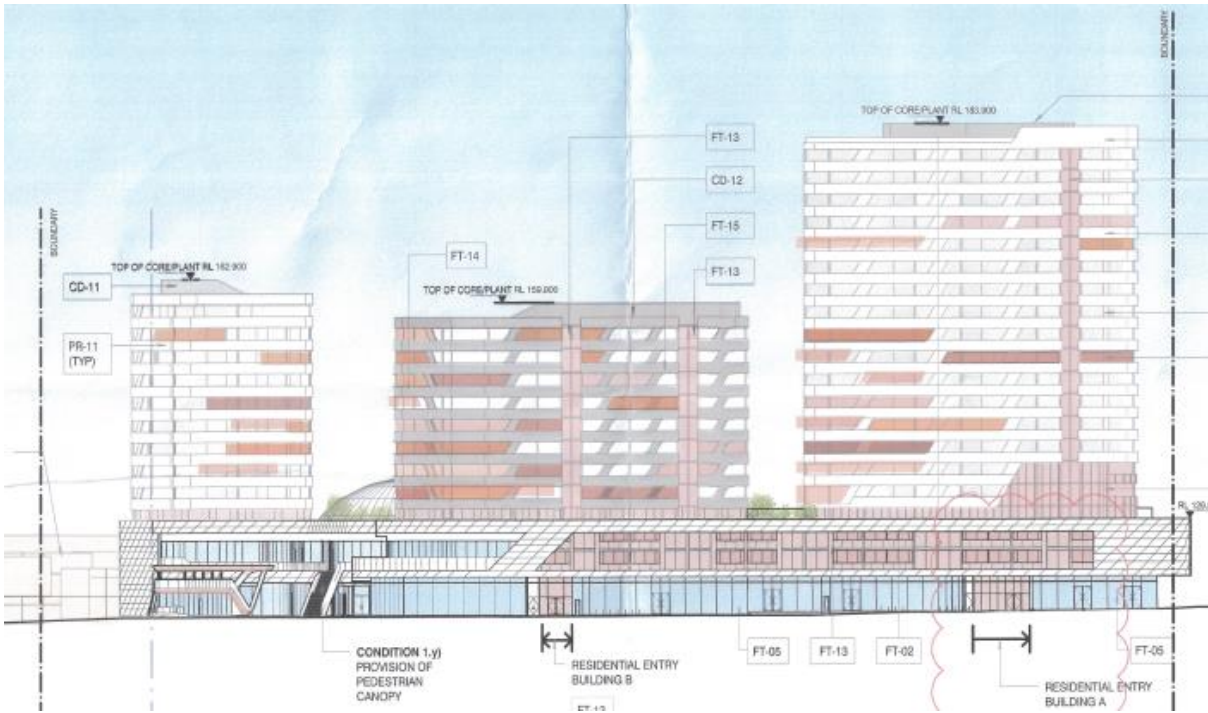
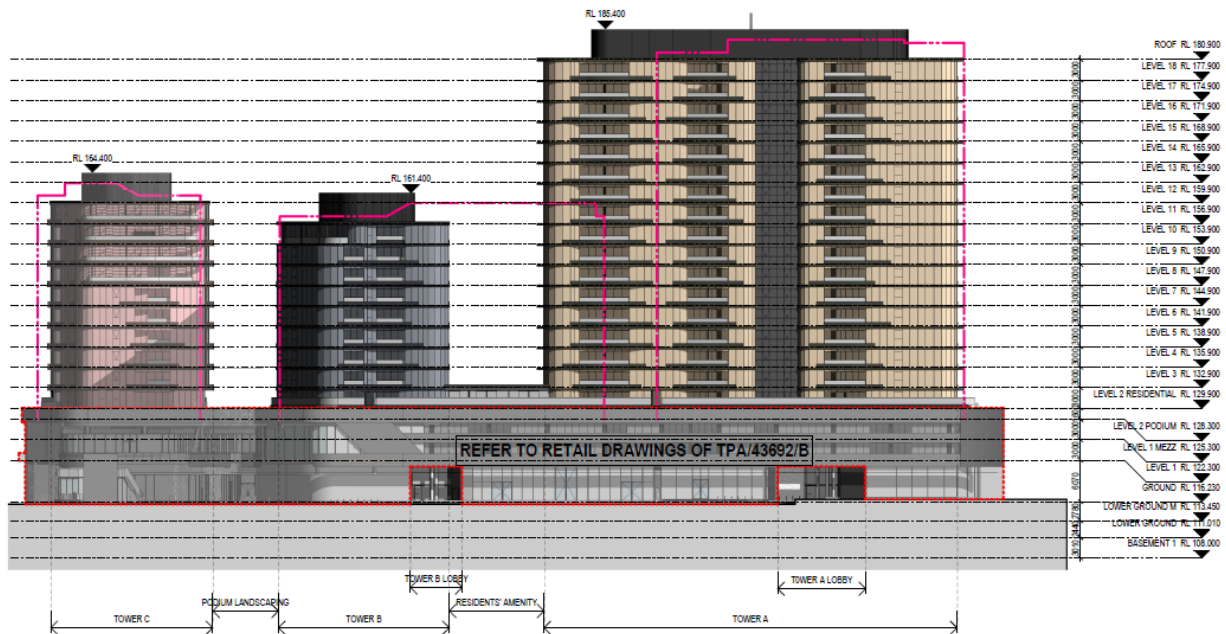


Figure 9 – Proposed Southern Elevation



Specific changes to the building footprints above the podium are outlined below:

- The depth of **Building A** is largely unchanged with the main change proposed being to increase the width/length of the building from 44 to 60 metres. This is proposed to accommodate for the reduction in the building footprint of Building B as discussed below. The building has also been “squared off” at the Springvale Road frontage.

- **Building B** has been reconfigured from an “L” shaped building to a rectangular building. The depth of the building has been reduced from approximately 47 to 24.8 metres whilst the length of the building has been extended beyond the existing building envelope northwards to accommodate the reduced form.
- **Building C** has been extended south by approximately 4.5 metres and includes a minimum 9.3 metre setback above the podium at this location. The building also features increased setbacks to Sneddon Drive along its western boundary.

Typical floor plans of the building showing the approved v. proposed building footprint are provided below.

Figure 10 – Building A Typical Floor Plan

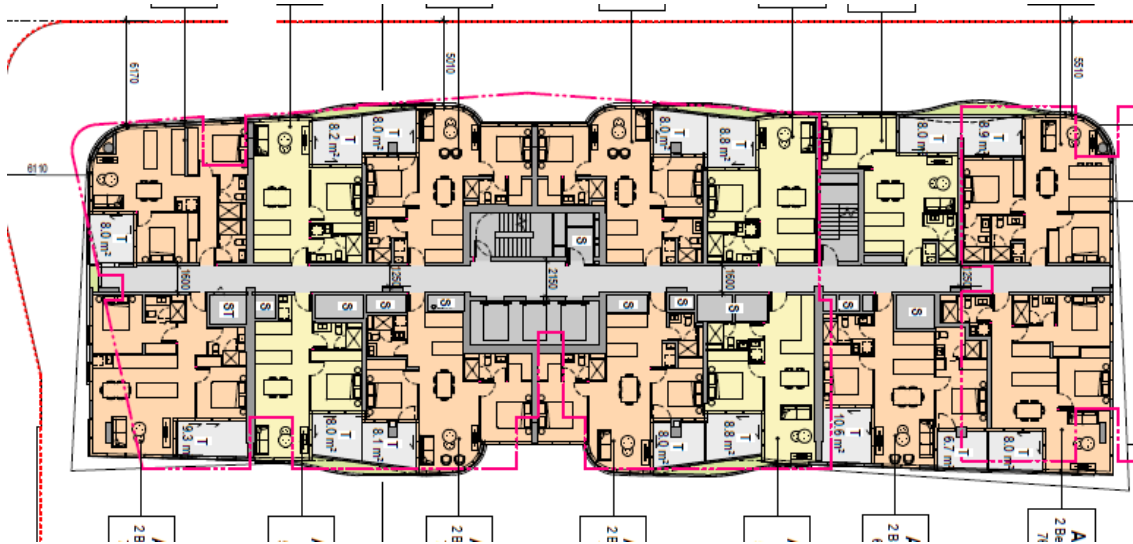


Figure 11 – Building B Typical Floor Plan

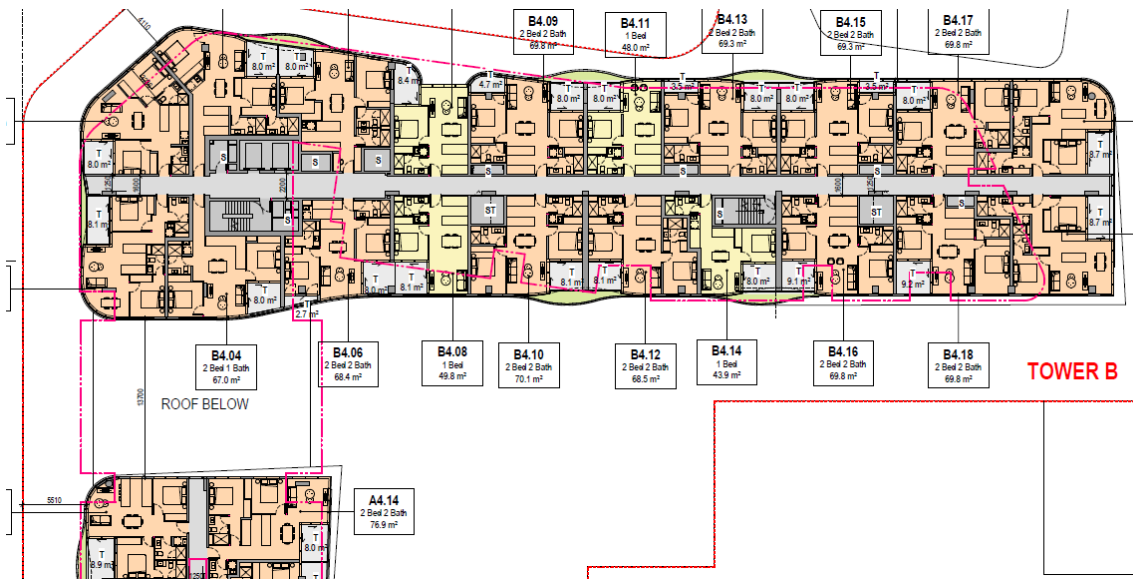
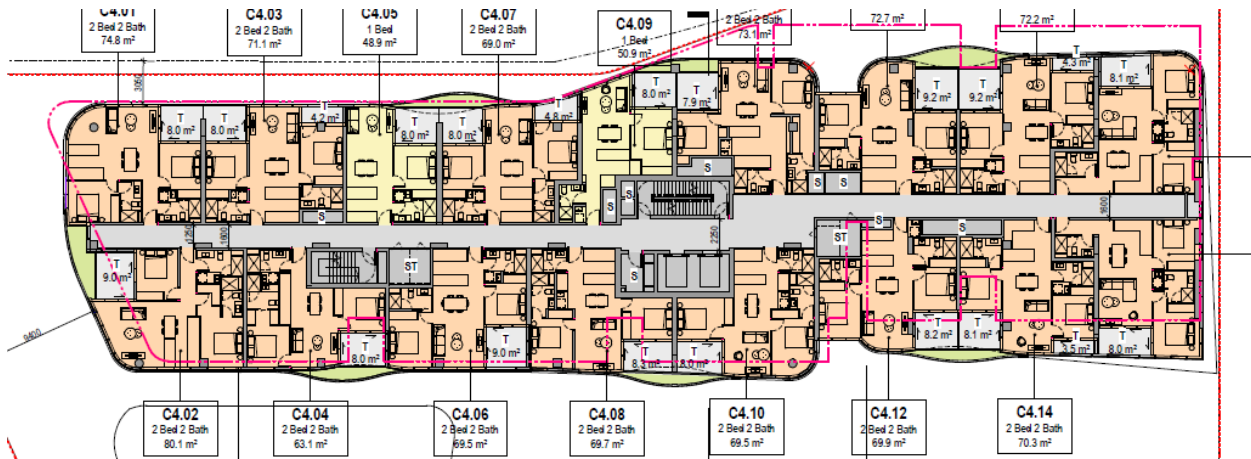


Figure 12 – Building C Typical Floor Plan



In the consideration if the original permit, Council were supportive of the tallest tower (Building A) and expressed the desire for this tower to present as a slender form at the Springvale Road and O’Sullivan Street intersection.

Whilst the Building A has been increased in width, the building still appears as a tall slender building noting the depth of the building has not changed (see **Figures 13 and 14** below).

Further, the buildings are of excellent architectural quality which encompasses a contemporary design response that is responsive to the podium design and surrounding urban context. The architectural design response draws inspirations from three natural elements being timber, water and metal, and incorporates vibrant, high quality materials and finishes.

The architectural quality of the building will positively contribute to the public realm and provide an attractive development outcome.

Figure 13 – Aerial perspective looking northeast



Figure 14 – Aerial perspective looking southwest



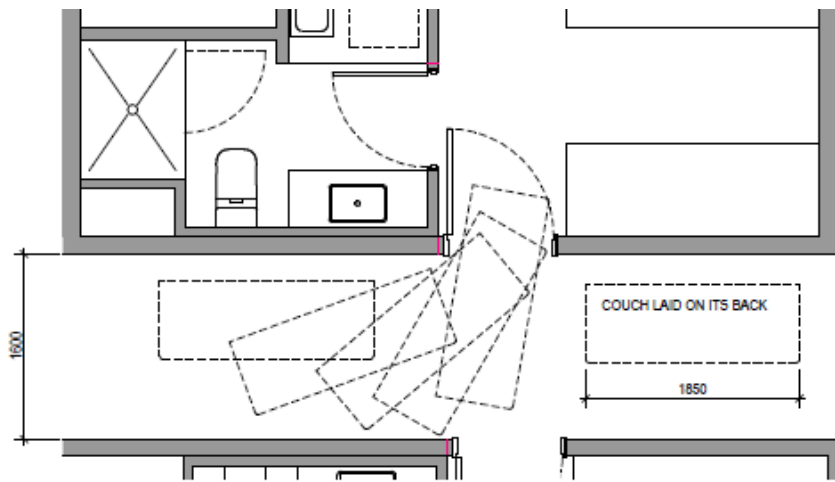
As demonstrated above, the changes to the building footprints above the podium are minor in the context of the approved residential towers and provide improved outcomes in terms of visual appearance from the public realm and internal amenity.

4.3. INTERNAL AMENITY

A key driver behind this amendment application is the desire to improve the internal amenity of the residential towers/apartments for future residents. The improvements provided by the proposal include:

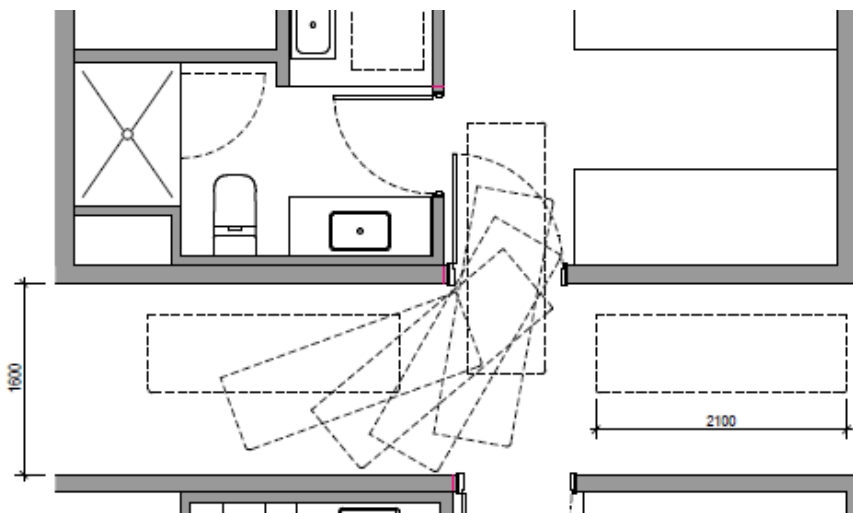
- A significant reduction in the amount of “saddle back” apartments.
- Removal of the apartments in the Tower B “elbow” that had compromised living areas.
- Improved living areas in terms of useability and functionality.
- Improved natural ventilation and natural lighting to residential apartments with all internal apartment spaces incorporating windows to the outside.
- Refinement of the communal facilities on Level 1 and additional communal facilities at the communal podium level comprising:
 - A double storey gym with panoramic views towards the Dandenong Ranges.
 - 25 metre lap pool and separate spa/sauna.
 - TV and entertainment rooms.
 - Bar and mah-jong rooms.
 - Bookable dining and function rooms.
 - Lounge areas.
 - Barbecue facilities and outdoor dining spaces.
 - Play areas, open lawns and kitchen garden plots.
- Increased building corridor widths from 1.5 to 1.6 metres. The corridor widths allow for furniture to be easily manoeuvred into the apartments as demonstrated in **Figure 13** below without the need to rely on recessed apartment entries.

Figure 15 – Furniture Study



MOVING IN 2.5 SEAT COUCH EXAMPLE

Figure 16 – Furniture Study



MOVING IN 3 SEAT COUCH EXAMPLE

These changes are a significant improvement from the current approval and will provide an improved outcome for future residents.

We note that at some corridor locations opposite the columns, the corridor widths will be reduced to 1.3m. However, these locations are not opposite apartment entries, occur in limited locations and are not expected to adversely affect access through the corridors.

4.4. EXTERNAL AMENITY IMPACTS

Matters relating to external amenity impacts were considered at the time of the original approval of the Permit. The proposed changes are minor and are not expected to result in any unreasonable amenity impacts to that previously considered or approved.

More specifically, whilst additional overshadowing will occur on the Kingsway road reserve, the proposal will not overshadow the eastern footpath of Kingsway nor result in any additional overshadowing to that existing

on the western footpath of Kingsway. This is in line with the direction of C120 which seeks to revitalise Kingsway as a food and entertainment precinct with pedestrian friendly streets and public spaces.

Additional overshadowing will occur to some properties to the south-west of the site. However, this additional overshadowing is minor, occurs at limited times of the day (namely 3pm) and is not expected to result in any unreasonable amenity impacts beyond that approved. Please refer to the accompanying shadow diagrams for further details.

As discussed above, the increased building separation between Buildings A and B will provide an improved visual separation between the buildings when viewed from the public realm and the presentation of the residential towers from the streetscape. The breaks between the buildings provide views clear to the sky across, and improved daylight access for surrounding streets and public spaces as well as to the main entrance to The Glen and the communal podium level.

For the reasons discussed above, the minor amendments proposed to the built form are considered acceptable and will not unreasonably impact the amenity of adjoining properties.

4.5. CAR PARKING AND TRAFFIC

A Traffic Engineering Assessment has been prepared by Traffix Group in relation to the proposed amendments. This assessment considers the relevant statutory requirements related to car parking and bicycle parking spaces, car park layout and access arrangements, traffic considerations and loading and waste matters and concludes that *there are no traffic engineering reasons why the proposed amendment to the residential scheme for The Glen Redevelopment should not be approved*. More specifically, the assessment concludes that:

- *The proposal meets the statutory requirements under Clause 52.06 for resident car parking, and consistent with the permit, residential visitors will utilise The Glen's retail car park.*
- *The layout of the on-site parking areas is acceptable and accords with the relevant requirements of Clause 52.06-8 and AS2890.1-2004 (where relevant).*
- *The increase of only 23 dwellings will generate only an additional nine vehicle movements in the peak hours.*
- *This level of traffic generation is low in traffic engineering terms, equal to an average of less than one vehicle movement every six minutes in the peak hour generated to the network, and will have no discernible impact on the operation of the Snedden Drive signals (proposed) or the overall network from what has been approved by the permit and agreed as part of the microsimulation.*
- *Loading arrangements are generally in accordance with the endorsed scheme.*
- *The amendment plans include bicycle parking provisions that meet the statutory requirements of Clause 52.34 for resident bicycle parking.*

Please refer to the Traffic Engineering Assessment for further details.

4.6. ENVIRONMENTALLY SUSTAINABLE DESIGN

A Sustainability Management Plan ("SMP") has been prepared by ADP Consulting for the proposed amendments and which indicated how best practice environmentally sustainable design ("ESD") is to be incorporated into the development.

Key initiatives include (amongst other things):

- Good natural ventilation and daylighting
- Access to external views
- High levels of insulation in the building fabric
- 6.5 star average house energy rating (NatHERS) for all apartments, with a minimum of 5.5 stars
- Efficient, centralised gas hot water system for each residential tower
- Efficient air-conditioning systems within one and a half star of best available energy rating

- Average lighting power density to be at least 20% less than BCA requirements
- High efficiency LED and compact fluorescent lighting with intelligent sensors
- Occupancy sensors on common area and car park lighting and daylight sensors on external lighting
- Car park ventilation controlled by CO sensors
- 28 kW photovoltaic system, spread out across the roofs of the 3 residential towers
- Water efficient WELS rated fixtures and fittings
- Sustainable material selection relating to PVC, steel, timber
- Building users' guide (BUG) to assist occupants in correct, optimum building operation
- Provision of communal, food production and green areas well in excess of BESS best practise.
- Construction waste management plan and 80% reduction in waste to landfill during construction
- 30% reuse of existing structure

Please refer to the SMP for further details.

4.7. WASTE MANAGEMENT

A Waste Management Plan ("WMP") has been prepared in accordance with Condition 12 of the Permit to provide for:

- *The method of collection of garbage and recyclables for uses;*
- *Designation of methods of collection utilizing private services;*
- *Appropriate areas of bin storage on site and areas for bin storage on collection days;*
- *Measures to minimise the impact upon local amenity and on the operation, management and maintenance of car parking areas;*
- *Litter management.*

In summary, the WMP demonstrates that waste management and collection can be appropriately accommodated within the proposal through dual chute systems that lead to common waste rooms for each residential tower. A private contractor will be utilised to manage the collection and disposal of garbage and recycling associated with the development. Please refer to the WMP prepared by One Mile Grid for further details.

4.8. WIND

An Environmental Wind Assessment has been prepared to assess the impacts of the proposed amendments to the residential towers on the subject site.

The Wind Assessment concludes that:

- Many locations achieve the criterion for walking comfort for all wind directions.
- Some locations have wind conditions that are above the criterion for walking comfort. However, wind mitigation strategies have been developed to improve the wind conditions at these locations to be either on or within the criterion for walking comfort for all wind directions in the surrounding streetscapes.

These mitigation strategies include:

- Trees along O'Sullivan Street (both sides)
- Trees along Sneddon Drive
- Canopy along O'Sullivan Road
- Canopy over designated barbeque areas on the podium level

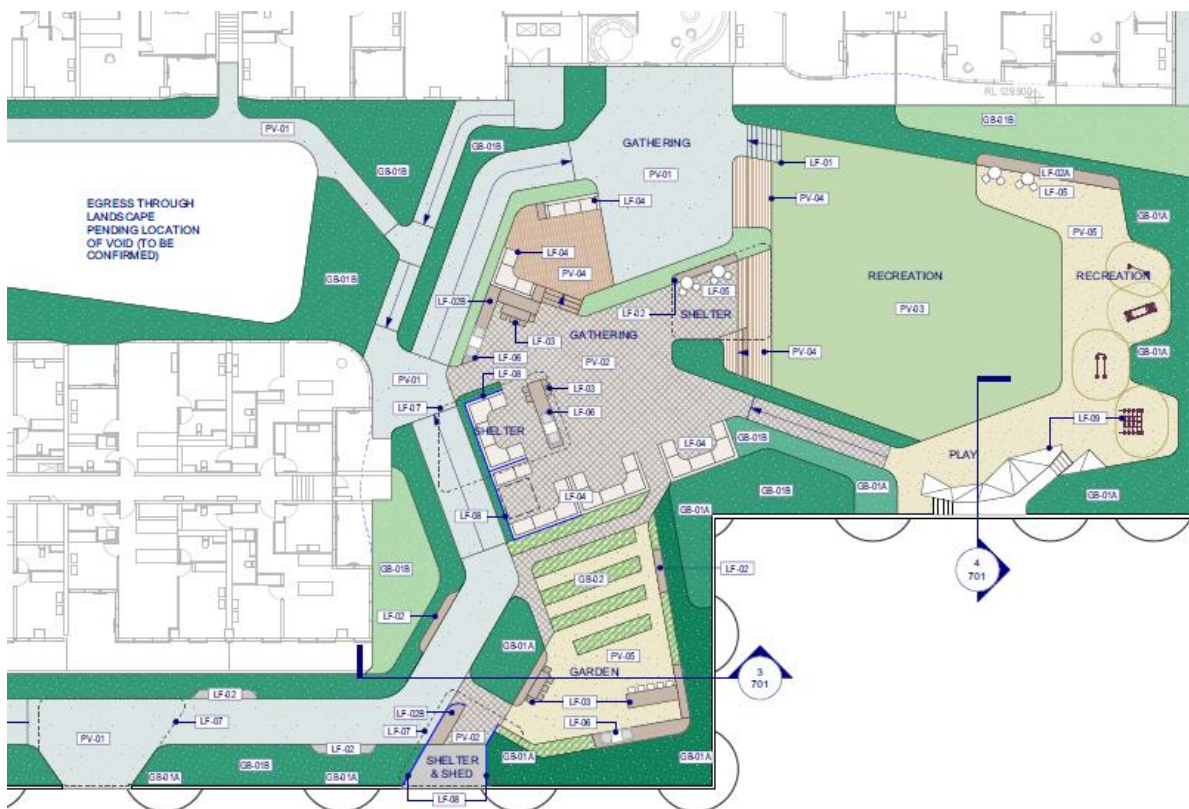
We note that the endorsed plans for The Glen dated 14 September 2017 show a canopy along O'Sullivan Road and trees along both sides of O'Sullivan Street. Further, the provision of the street trees will be undertaken by the retail developer who is responsible for the retail and podium levels below the communal mezzanine level.

4.9. LANDSCAPING

Aspect Studios have prepared an updated landscape plan to accompany the proposal. The landscape plan details the proposed surface treatments, furniture and trees and shrubbery for the communal podium level.

The proposed landscaping will provide for a variety of trees and shrubbery to soften the proposal and to provide for high levels of amenity for future residents. The communal podium level incorporates a variety of outdoor seating, barbeque areas and recreational spaces (including outdoor gym equipment) which will further contribute to the enjoyment and useability of this space.

Figure 17 – Extract from Landscape Plan (Communal Podium Area)



Further, the Landscape plan incorporates a central canopy as per the recommendations of the wind report at the podium level to ensure that no comfortable conditions for future users.

Please refer to the Landscape Plan for further details.

4.10. PERMIT CONDITIONS

As discussed above, Conditions 1a, 1b, and 1c are proposed to be amended to allow for the requested additional building heights. Further, Condition 1p is proposed to be amended to allow for the removal of the indented entries to dwellings from the corridors.

For the reasons discussed above, it is considered that the proposed amendments to the permit conditions are appropriate. In summary:

- The proposed increased building heights are minor in the context of the broader development, are acceptable from a built form perspective and are consistent with the building heights envisaged for the area under the Glen Waverley Activity Centre Structure Plan.

The proposed corridor widths are an improvement from the current scheme, will allow residents to easily manoeuvre furniture into the apartments and provides acceptable access arrangements.

5. CONCLUSION

The proposal seeks to redesign the layouts, footprints and siting of the residential towers on the site. This will significantly improve the internal amenity of the dwellings their siting across the site and is achieved by designing towers in single, rectangular forms.

The buildings will be provided with increased separation distances to assist in daylight penetration into dwellings and communal areas throughout the site. Importantly, no changes are proposed to the retail component or podium levels of the broader development.

As demonstrated, the changes proposed to the building heights are minor and will not result in any unreasonable amenity impacts to the surrounding area.

Accordingly, the proposed amendments to the residential towers and the associated permit conditions (Conditions 1a, 1b, 1c and 1p) should be supported for the following reasons:

- The proposed amendments are minor in the context of the broader development and are supported by the strategic and statutory frameworks of the Monash Planning Scheme, including the Glen Waverley Structure Plan.
- The proposal facilitates the positive redevelopment of a key strategic site within the City of Monash.
- The proposal will significantly improve the internal amenity of the apartments for future residents.
- The proposal results in improved siting and building separation.
- The proposal results in an improved design outcome that is responsive the character and context of the surrounding urban area.
- The proposal will not result in any unreasonable amenity impacts to adjoining properties beyond the current approval.
- Other than the permit conditions proposed to be amended, the proposal does not contravene any permit conditions and does not “trigger” any additional requirements under the Planning Scheme.

DISCLAIMER

This report is dated 27 September 2017 and incorporates information and events up to that date only and excludes any information arising, or event occurring, after that date which may affect the validity of Urbis Pty Ltd's (**Urbis**) opinion in this report. Urbis prepared this report on the instructions, and for the benefit only, of Golden Age Glen Pty Ltd (**Instructing Party**) for the purpose of Town Planning Report (**Purpose**) and not for any other purpose or use. To the extent permitted by applicable law, Urbis expressly disclaims all liability, whether direct or indirect, to the Instructing Party which relies or purports to rely on this report for any purpose other than the Purpose, and to any other person which relies or purports to rely on this report for any purpose whatsoever (including the Purpose).

In preparing this report, Urbis was required to make judgements which may be affected by unforeseen future events, the likelihood and effects of which are not capable of precise assessment.

All surveys, forecasts, projections and recommendations contained in or associated with this report are made in good faith and on the basis of information supplied to Urbis at the date of this report, and upon which Urbis relied. Achievement of the projections and budgets set out in this report will depend, among other things, on the actions of others over which Urbis has no control.

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Whilst Urbis has made all reasonable inquiries it believes necessary in preparing this report, it is not responsible for determining the completeness or accuracy of information provided to it. Urbis (including its officers and personnel) is not liable for any errors or omissions, including in information provided by the Instructing Party or another person or upon which Urbis relies, provided that such errors or omissions are not made by Urbis recklessly or in bad faith.

This report has been prepared with due care and diligence by Urbis and the statements and opinions given by Urbis in this report are given in good faith and in the reasonable belief that they are correct and not misleading, subject to the limitations above.

APPENDIX A CERTIFICATE OF TITLE

Register Search Statement - Volume 11365 Folio 382

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

VOLUME 11365 FOLIO 382

Security no : 124068309104B
Produced 25/09/2017 03:48 pm

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 345105L.
PARENT TITLE Volume 10394 Folio 395
Created by instrument AJ787803S 11/07/2012

REGISTERED PROPRIETOR

Estate Fee Simple
As to 1 of a total of 2 equal undivided shares
Sole Proprietor
GLEN CENTRE PTY LTD of CHADSTONE TOWER 1 LEVEL 4 1341 DANDENONG ROAD
CHADSTONE VIC 3148
AJ787803S 11/07/2012

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AJ378931P 16/12/2011
ANZ FIDUCIARY SERVICES PTY 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
V509501B 03/07/1998

AGREEMENT Section 173 Planning and Environment Act 1987
AQ123701W 08/08/2017

DIAGRAM LOCATION

SEE PS345105L FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AN740745J (S)	PLAN REMOVING EASEMENT	Registered	14/06/2017
AN880713P	AMEND ADDRESS ON FOLIO	Registered	15/06/2017
AQ123701W	AGREEMENT	Registered	08/08/2017

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

OTHER TITLES WITH INTERESTS AFFECTING THIS LAND
11365/383

DOCUMENT END

**Delivered from the Landata® System by SAI Global Property Division Pty Ltd
Delivered at 25/09/2017, for Order Number 46789331. Your reference: MA10992.**

Transfer Of Land

Section 45 Transfer of Land Act 1958

Lodged by:

AJ787803S
11/07/2012 \$1388 45

in the Victorian Land Registry.

Name: *Freemills*
Phone: *+61 3 9288 1234*
Address: *Level 43, 101 Collins Street, Melbourne, Vic, 3000*
Ref: *82056420*
Customer Code: *2961C*

MADE AVAILABLE/CHANGE CONTROL
Office Use Only

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed and subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer.

Land (volume and folio reference)
Volume 10394 Folio 395 - *ALL G-17*
Volume 8896 Folio 776 - *ALL G-2*
Volume 9331 Folio 422 - *Free Hill.*

Estate and Interest (e.g. "all my estate in fee simple")
50% of the estate in fee simple

Consideration:
\$207,425,000

Transferor (full name)
Glen Centre Pty Ltd (ACN 006 643 536)

Transferee (full name and address including postcode)
Perron Investments Pty Ltd (ACN 000 003 976) of 4 Plain Street, East Perth, Western Australia 6004 as tenant in common (and a request be made for the issue of separate interest titles)

Directing Party (full name)

Dated: *27 June 2012*

Execution and attestation: See annexure pages 2 and 3

Approval No. 6611010A ORDER TO REGISTER
Please register and issue title to

T1



Signed

Cust. Code:

STAMP DUTY USE ONLY

Original Land Transfer
Stamped with \$11,408,375.00
Doc ID 2872867, 10 Jul 2012
SRD Victoria Duty, CXPO

THE BACK OF THIS FORM MUST NOT BE USED
Land Registry, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

Annexure Page Transfer of Land Act 1958



This is page 2 of Transfer dated 27 June 2012 between Glen Centre Pty Ltd and Perron Investments Pty Ltd

Signatures of the parties

Panel Heading

Execution and attestation:

EXECUTED by GLEN CENTRE PTY)
 LTD in accordance with section 127(1))
 of the Corporations Act 2001 (Cwlth) by)
 authority of its directors:)

X [Signature])
 Signature of director)

X Paul Belcher)
 Name of director (block letters))

X 39 RONDA ST THORNHURST)
 Address VIC 3071)

X [Signature])
 Signature of director/company)
 secretary*)

X ELIZABETH HOURIGAN)
 Name of director/company secretary*)
 (block letters))
 *delete whichever is not applicable

X 29 CHIVALRY AVENUE, GLEN)
 Address WAYERLEY 3150)

Approval No. 6611010A

A1



- 1 If there is insufficient space to accommodate the required information in a panel of the *Approved Form* insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading. **THE BACK OF THE ANNEXURE PAGE IS NOT TO BE USED.**
- 2 If multiple copies of a mortgage are lodged, original Annexure Pages must be attached to each.
- 3 The Annexure Pages must be properly identified and signed by the parties to the Approved Form to which it is annexed.
- 4 All pages must be attached together by being stapled in the top left corner.

Land Registry, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

AJ787803S

11/07/2012 \$1388 45



authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry.

Annexure Page Transfer of Land Act 1958

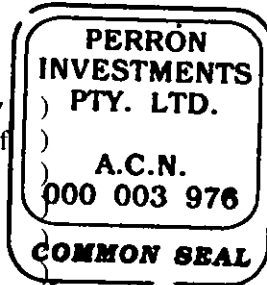
This is page 3 of Transfer dated **27 June 2012** between Glen Centre Pty Ltd and Perron Investments Pty Ltd

Signatures of the parties

Panel Heading

Execution and attestation:

EXECUTED by Perron Investents Pty Ltd in accordance with section 127(1) of the Corporations Act 2001 (Cwlth) by authority of its directors:



[Handwritten Signature]
Signature of director

[Handwritten Signature]
Signature of ~~director~~/company secretary*

GEORGE IAN ARMSTRONG
Director
Name of director (block letters)

ROSS WILLIAM ROBERTSON
Company Secretary

4 PLAIN ST. EAST PERTH
Address

Name of ~~director~~/company secretary* (block letters)
*delete whichever is not applicable

4 PLAIN ST. EAST PERTH 6004
Address

Approval No. 6611010A

A1



- 1 If there is insufficient space to accommodate the required information in a panel of the *Approved Form* insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading. **THE BACK OF THE ANNEXURE PAGE IS NOT TO BE USED.**
- 2 If multiple copies of a mortgage are lodged, original Annexure Pages must be attached to each.
- 3 The Annexure Pages must be properly identified and signed by the parties to the *Approved Form* to which it is annexed.
- 4 All pages must be attached together by being stapled in the top left corner.

Land Registry, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

IMAGED



V509501B
030798 1521 173



- section 181

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

Planning and Environment Act 1987

Lodged at the Land Titles Office by:

Name: MADDOCK LONIE & CHISHOLM
Phone: 9288 0555
Address: Level 7, 140 William Street, Melbourne, Victoria, 3000
Ref: GOC:AMN:49861 Customer Code: 1167E

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

Land: Lot 1 on PS345105L being the land contained in certificates of title volume 10243 folio 920, volume 10164 folio 815 and volume 9200 folios 158 to 190 (both inclusive)

NOW = 10304 - 305


028 13.8.08

Authority: Monash City Council of 293 Springvale Road, Glen Waverley

Section and Act under which agreement made: Section 173 of the *Planning and Environment Act 1987*.

A copy of the agreement is attached to this application

Signature for the Authority:

x 

Name of officer:

x DAVID CONRAN

Office held:

x CHIEF EXECUTIVE OFFICER

Date:

x 22 JUN 98

028 13.8.08

Maddock Lonie & Chisholm

LAWYERS

DATED

22 JUNE

1998

**GLEN CENTRE PTY LIMITED
ACN 006 643 536**

- and -

MONASH CITY COUNCIL

SECTION 173 AGREEMENT

Subject Land: Glen Shopping Centre, Springvale Road, Glen Waverley

A MEMBER OF
ALDC Asia

ADELAIDE, COLOMBO, DUBAI, HONG KONG, JAKARTA, KUALA LUMPUR,
MANILA, MELBOURNE, MUMBAI, NEW DELHI, SINGAPORE, SYDNEY

140 WILLIAM STREET, MELBOURNE, VICTORIA, 3000
EMAIL: info@maddocks.com.au
TELEPHONE: (03) 9288 0555
FACSIMILE: (03) 9288 0666
DX 259 MELBOURNE
OUR REF: GOC:AMN:27737534.34

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THIS AGREEMENT is made the **22** day of **JUNE** 1998

BETWEEN

GLEN CENTRE PTY LIMITED (ACN 006 643 536) of 31st Floor, 385 Bourke Street, Melbourne in the State of Victoria ("the Owner")

- and -

MONASH CITY COUNCIL of 293 Springvale Road, Glen Waverley in the State of Victoria ("the Council")

RECITALS

- A. The Owner is the registered proprietor of the subject land.
- B. The Owner has complied with the following provisions of the prior agreement in the following way:
1. it has closed and removed the existing outfall drain affecting the subject land which followed the alignment shown pink on the plan marked "B" attached to the prior agreement ("Plan B"). The easement relating to that drain (being the drainage easement in favour of the City of Waverley created in Instrument C519236) is Item 3 in the notations on Sheet 1 of the plan marked "A" attached to this Agreement ("Plan A") and will be removed upon registration of Plan A.
 2. it has relocated the outfall drain to:
 - 2.1 the alignment shown green and blue on Plan B which corresponds with easement E-4 on Plan A; and
 - 2.2 the alignment shown green on Plan B which corresponds with the hatched portion of easements E-6 and E-7 as shown on the copy enlarged extract from Sheet 2 of Plan A which is also attached to the First Schedule to this Agreement.

New drainage easements in favour of the City of Monash in relation to this drain will be created upon registration of Plan A in the position marked E-4 and within E-6 and E-7 on the eastern side of Snedden Drive.
 3. it has constructed a building over the part of the relocated outfall drain shown green and blue on Plan B with the Council's approval.
 4. it has enlarged the outfall drain to provide additional drainage capacity to serve the regional catchment.
 5. it has constructed a floodway through the subject land from Snedden Drive to High Street Road to conduct any flow of water in excess of capacity of the relocated outfall drain of a 1:200 Year Storm Intensity Event.

2.

6. it has carried out the outfall drain and floodway works referred to above in accordance with plans approved by and to the satisfaction of the Council.
- C. The Owner has agreed to provide:
1. a revised easement for outfall drainage by procuring registration of Plan A and creating drainage easements in favour of Monash City Council over the land marked E-4, E-6 and E-7 on Plan A;
 2. revised easements for drainage, sewerage, carriageway and footway by procuring registration of Plan A and creating footway, carriageway and drainage easements in favour of Monash City Council over the land marked E-1, E-2, E-6 and E-7.
- D. On 1 November 1989 the Owner purported to grant an easement of public footway, landscaping and drainage to the Mayor Councillors and Citizens of the City of Waverley, of which the Council is the successor in law. The Land Titles Office refused to register an easement which purported to create an easement of landscaping. The Council and the Owner therefore agreed to withdraw the creation of easement deed dated 1 November 1989 ("the easement deed") from its dealing and to register Plan A in substitution for the easement deed on the basis that Plan A creates easements of carriageway, footway and drainage which are in substantially the same position as the easements created by the creation of easement deed and that this Agreement will contain covenants by the Owner in relation to its landscaping obligations.
- E. When the parties entered into the prior agreement, the owner proposed to consolidate the subject land in accordance with Plan of Consolidation PC353149H. The Owner no longer wishes to register that plan of consolidation and instead proposes to register Plan A.
- F. The Council has agreed to enter into this Agreement and to cancel the prior agreement so that this Agreement relates to the subject land and not the land in the plan of consolidation, on the terms and conditions set out in this Agreement.
- G. The parties have agreed that without restricting or limiting their respective powers to enter into this Agreement and insofar as it can be treated, this Agreement shall be treated as being an Agreement under Section 173 of the *Planning and Environment Act 1987*.

IT IS AGREED:

1 DEFINITIONS

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

3.

- 1.1 "the Centre" means the Glen Shopping Centre which has been constructed on the subject land;
- 1.2 "the new easements" means easements E-1 and E-2 (for carriageway and drainage only) E-4 for drainage and E-6 and E-7 (for footway and drainage only) on Plan A;
- 1.3 "the Owner" means the registered proprietor of the subject land as at the date of this Agreement and includes the person or persons entitled from time to time to be registered by the Registrar of Titles as the proprietor of an estate in fee simple in the subject land or any part thereof;
- 1.4 "Plan A" means proposed Plan of Subdivision No. PS345105L, Version 5 a copy of which is annexed to the First Schedule to this Agreement;
- 1.5 "Plan B" means the plan marked B attached to the Second Schedule to this Agreement;
- 1.6 "the prior agreement" means an agreement under Section 173 of the Act dated 3 June 1996 made between the Owner and the Council and any subsequent variations of that Agreement;
- 1.7 the "relocated outfall drain" means the drain constructed in easement E-4 and parts of easements E-6 and E-7 as shown on Plan A;
- 1.8 "the subject land" means lot 1 on Plan A being the land contained in the Certificates of Title specified in the Third Schedule to this Agreement, which abuts Springvale Road, High Street Road and Snedden Drive, Glen Waverley, known as The Glen Shopping Centre.

2 INTERPRETATION

- 2.1 The singular includes the plural and the plural includes the singular.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and its successors at law.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A reference to a statute or a planning scheme shall include any statutes or planning scheme amendments amending, consolidating or replacing same and any regulations made under such statutes.

4.

2.6 All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.

2.7 The introductory clauses to this Agreement are and shall be deemed to form part of this Agreement.

3 **COMMENCEMENT OF AGREEMENT**

This Agreement shall be deemed to come into force and effect as from the date of this Agreement.

4 **CONSIDERATION**

The Owner agrees to enter into the covenants set out in Clause 6 in consideration of the Council agreeing to withdraw from the Land Titles Office the easement deed lodged in Dealing No. P659940C.

5 **SUCCESSORS IN TITLE**

Without limiting the operation or effect which this Agreement has, the Owner shall until such time as a memorandum of this Agreement is registered on all titles to the subject land ensure that the Owner's successors in title:

5.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and

5.2 execute under seal a deed agreeing to be bound by the terms of this Agreement and upon such execution this Agreement shall continue as if executed by such successors as well as by the parties to this Agreement as if the successor's name appeared in each clause in which the name of the Owner appears and in addition to the name of the Owner.

6 **COVENANTS OF OWNER**

The Owner, with the intent that the burden of the covenants set out in this clause shall run with the subject land, hereby covenants:

Plan A

6.1 to procure registration of Plan A as soon as reasonably practicable at the Owner's sole cost and expense;

Drainage

6.2 to permit the Council as part of the regional drainage network to direct stormwater to and through the subject land and along the floodway as referred to in Recital B.5;

5.

Powers of Entry

- 6.3 to permit the Council on reasonable prior notice at any reasonable time (except in case of emergency where the Council may enter at any time and without prior notice) to enter into and upon the subject land for the purpose of inspecting, maintaining, repairing or reconstructing as reasonably necessary the floodway, or any drain or other works laid in or on the new easements;

Indemnity

- 6.4 to be solely responsible for any injury, loss or damage which may occur or be caused to any person, any property, or any erection or erections, building or buildings and/or any business carried out or conducted on the subject land by the Owner or any other person, by reason of or incidental to the location of or presence of the said drain, floodway, or sewer or other works in the new easements, or to any reconstruction, maintenance or repair of any drain floodway or sewer or other works (or in the case of the floodway any failure to construct or maintain the floodway in efficient condition and operation) save where such injury loss or damage is due to the negligence of the Council its servants or agents;
- 6.5 to pay to the Council any additional costs incurred by Council in the reconstruction, maintenance or repair of the floodway, or the reconstruction, maintenance or repair of any drains, sewer or other works constructed in the new easements by reason of or incidental to the construction of the proposed building over the easement marked E-4 on Plan A and part of the easements marked E-6 and E-7 (to the east of Snedden Drive) on Plan A;
- 6.6 to indemnify and keep indemnified the Council against all actions, proceedings, claims or demands ("claims") brought by any person or any losses, damages, costs and expenses, of any kind whatsoever ("losses") arising from or related to or connected in any way with the construction of the proposed building over the easements identified in the preceding sub-clause and except where such claims or losses arise out of the negligence of the Council its servants or agents;
- 6.7 to indemnify and keep indemnified the Council against all claims brought by any person or any losses arising from or related to or connected in any way with the control or entry into the Centre of drainage, stormwater or floodwater, at the entrances to the Centre marked 2, 4 or 5 on the plan marked "C" annexed to the Fourth Schedule to this Agreement ("Plan C"). The Owner acknowledges that the Owner has designed the Centre so that drainage or stormwater can flow into the entrances of the Centre before being collected in gatic drains or in the drainage system serving the Centre;

6.

Undertaking not to withdraw Plan of Subdivision

6.8 not to withdraw Plan A from the Titles Office once lodged;

General

6.9 to do all things necessary including the signing of any further agreements, undertakings, covenants, consents, approvals or other documents, for the purpose of ensuring that the Owner carries out the covenants and agreements and obligations set out in this Agreement and to enable the Council to enforce the performance by the Owner of such covenants, agreements and undertakings including but not limited to procuring registration of Plan A;

Landscaping

6.10 to maintain the landscaped areas to the east and north of the improvements on the subject land and on the eastern side of Snedden Drive only as indicated for the purposes of identification on the landscape plans by Chris Dance - drawing nos L1 and L2 of March 1998 - which have been endorsed by Council on 22 June 1998 in connection with Amendment L46 to the Monash Planning Scheme in accordance with the reasonable directions of Council as may be given from time to time and including:

6.10.1 maintaining, watering and fertilising lawn areas, garden beds, plants and shrubs and maintaining drains on a regular basis;

6.10.2 ensuring that mulched areas are re-mulched when appropriate;

6.10.3 keeping paved areas in good repair and condition, including keeping them safe, clean and tidy;

6.10.4 replacing plants, trees and shrubs which have been removed without Council's written consent or are dead, dying, diseased or in an unsafe condition, when necessary, and, if any tree is in a dangerous condition, immediately the Owner becomes aware of that dangerous condition;

6.10.5 replacing any plants, trees and shrubs which have failed to thrive with other species as suggested by Council;

and otherwise in accordance with clause 104-5 of the planning scheme or any replacement of that clause or planning scheme in force from time to time in respect of the subject land;

6.11 not to build on the part of Lot 1 on Plan A which is situated to the west of Snedden Drive except to the extent of the improvements erected on that land as at the date of this Agreement, namely a bus shelter;

7.

Bus Shelter and Retaining Walls

- 6.12 not to demolish, remove or destroy the bus shelter and retaining walls which have been constructed on the part of Lot 1 which is shown on Plan A as being on the western side of Snedden Drive without the prior written consent of the Council which consent must be expressed as being given pursuant to this sub-clause of this Agreement;

Access for Members of the Public

- 6.13 to allow members of the public generally to enjoy rights of way on foot only over all of the easements of footway which will be created in favour of the Council upon registration of Plan A and to enjoy rights of carriageway over all of the easements of carriageway which will be created in favour of the Council upon registration of Plan A; and

Maintenance of Land to West of Snedden Drive

- 6.14 to allow the Council and its authorised employees and contractors to maintain the landscaping on the part of Lot 1 which is shown on Plan A as being on the western side of Snedden Drive in accordance with sub-clause 8.2 of this Agreement.

7 **THE OWNER'S ACKNOWLEDGMENTS**

The Owner hereby acknowledges that the Council will not surrender any rights it has in respect of the easement created by Instrument No. C519236 unless and until the new easements are created by registration of Plan A.

8 **COVENANTS OF COUNCIL**

The Council will:

- 8.1 pay to the Owner the sum of \$33,376.60 (which represents the balance owing to the Owner of the moneys which Council agreed to pay to the Owner in accordance with clause 8 of the prior agreement) upon the Owner's solicitors or agents lodging Plan A at the Land Titles Office and delivering to the Council's solicitors an unconditional and irrevocable undertaking executed by the Owner not to withdraw Plan A from that office;
- 8.2 be responsible for the landscaping on the part of Lot 1 which is shown on Plan A as being on the western side of Snedden Drive and for maintenance of that landscaping by gardening and mowing;
- 8.3 only use the easement of carriageway which will be created upon registration of Plan A over the part of Lot 1 which is shown on Plan A as being on the western side of Snedden Drive for the purposes of using the existing bus stop

8.

and bus shelter (including pedestrian access to the bus stop and bus shelter) and for maintaining the landscaping on that land in accordance with sub-clause 8.2 of this Agreement.

9 **COSTS OF THIS AGREEMENT**

The Owner shall pay to the Council on demand, 25% of the Council's reasonable costs and expenses (including legal expenses) incidental to the preparation, drafting, finalisation, engrossment, execution and registration of this Agreement and cancellation of the prior agreement which (until paid) are and remain a charge on the subject land, to a maximum of \$500.

10 **MEMORANDUM OF AGREEMENT TO BE ENTERED ON CERTIFICATE OF TITLE**

The Owner agrees to do all things necessary to enable the Council to procure the recording of this Agreement on the folio or folios of the Register which relate to the subject land in accordance with Section 181 of the *Planning and Environment Act 1987* including the signing of any further agreement, acknowledgment or document to enable the recording to be made in the Register.

11 **COVENANTS TO RUN WITH LAND**

The parties agree that the burden of the covenants of the Owner set out in this Agreement shall run with the subject land and the Council shall have the power to enforce the covenants against any person or persons deriving title from the Owner whether as owner of the whole or part of the subject land.

12 **SUCCESSORS TO BE BOUND**

This Agreement binds in addition to the parties, their respective legal personal representatives, successors, transferees and assigns.

13 **SEVERABILITY**

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

14 **GOVERNING LAW**

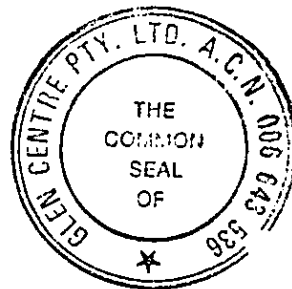
This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Victoria.

15 CANCELLATION OF PRIOR AGREEMENT

The parties agree that, upon registration of Plan A, the prior agreement shall be cancelled and of no further force or effect.

EXECUTED by the parties on the date set out at the commencement of this Agreement.

THE COMMON SEAL of GLEN CENTRE PTY LIMITED (ACN 006 643 536) was hereunto affixed in accordance with its Articles of Association in the presence of:



[Handwritten signature]

Director

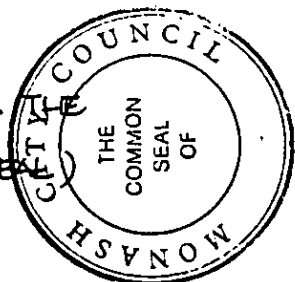
[Handwritten signature]

Director/Secretary

THE COMMON SEAL of MONASH CITY COUNCIL was hereunto affixed this day of 1998 in the presence of:

~~.....~~

THE COMMON SEAL OF MONASH CITY COUNCIL WAS AFFIXED ON BEHALF OF COUNCIL BY AUTHORITY OF THE CHIEF EXECUTIVE OFFICER ON THE 22nd DAY OF JUNE 1998 IN EXERCISE OF THE POWER DELEGATED UNDER THE ADMINISTRATIVE PROCEDURES (USE OF COMMON SEAL) LOCAL LAW IN THE PRESENCE OF:




[Handwritten signature] CEO
[Handwritten signature]

10.

FIRST SCHEDULE

copy of PS345105L Version 5 (Plan A)

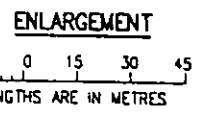
PLAN OF SUBDIVISION			STAGE NO. <hr style="border: none; border-top: 1px solid black; margin: 0;"/> LTO use only EDITION	Plan Number PS 345105 L
<p style="text-align: center;">Location of Land</p> Parish: MULGRAVE Township: --- Section: --- Crown Allotment: --- Crown Portion: 75 (PART) LTO Base Record: CHART 58 Title Reference: VOL.10243 FOL.920,RP.9411 (TO BE CANCELLED) AND VOL.10164 FOL.815 Last Plan Reference: PC.171700R RP.9411 Postal Address: THE GLEN SHOPPING CENTRE (at time of subdivision) SPRINGVALE ROAD, GLEN WAVERLEY,3150. AMG Co-ordinates E 338530 Zone: 55 (of approx. centre of land in plan) N 5806090			<p style="text-align: center;">Council Certificate and Endorsement</p> Council Name: MONASH CITY COUNCIL Ref: 5098A 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988 <u>OPEN SPACE</u> (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/hcs not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage Council delegate Council seal Date / / Re-certified under section 11(7) of the Subdivision Act 1988. Council Delegate Council Seal Date / /	
Vesting of Roads and/or Reserves				
Identifier	Council/Body/Person			
ROAD R-1	MONASH CITY COUNCIL			
Notations				
Staging		This is/As not a staged subdivision. Planning Permit No.		
Depth Limitation		DOES NOT APPLY		
1.. LEVEL DATUM IS A.H.D. VIDE M.W. 2348 @ RL. 114.66 (R-5-1989) 2. PART OF THE SEWERAGE AND THE DRAINAGE & SEWERAGE EASEMENTS SHOWN ON LP.44783 AND FURTHER SHOWN ON RP.9411 AND VOL.10243 FOL.920 AS AFFECTING THE LAND IN THIS PLAN OF SUBDIVISION ARE TO BE REMOVED UPON REGISTRATION OF THIS PLAN. 3. THE DRAINAGE EASEMENT CREATED IN C 519236 IN FAVOUR OF THE CITY OF WAVERLEY AS AFFECTING THE LAND IN THIS PLAN OF SUBDIVISION AND FURTHER SHOWN ON RP.9411 IS TO BE REMOVED UPON REGISTRATION OF THIS PLAN. 4. THE DRAINAGE EASEMENT CREATED IN TP.532 D IN FAVOUR OF LOTS ON LP.16566 AS AFFECTING THE LAND IN THIS PLAN OF SUBDIVISION IS TO BE REMOVED UPON REGISTRATION OF THIS PLAN. (SEE VOL.10164 FOL.815)				
Survey		This plan is/As not based on survey.		GROUNDS FOR REMOVAL (OF 2,3 & 4 ABOVE) _____ PLANNING PERMIT NO.....
This survey has been connected to permanent marks No.(s) in Proclaimed Survey Area No.				
Easement Information				
Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement. A - Appurtenant Easement R - Encumbering Easement (Road).				LTO use only
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour Of
E-1	CARRIAGEWAY & DRAINAGE	SEE DIAG.	THIS PLAN	CITY OF MONASH
E-2	CARRIAGEWAY & DRAINAGE	SEE DIAG.	THIS PLAN	CITY OF MONASH
E-3	SEWERAGE	SEE DIAG.	THIS PLAN	YARRA VALLEY WATER LTD.
E-4	SEWERAGE	SEE DIAG.	THIS PLAN	YARRA VALLEY WATER LTD.
E-5	DRAINAGE BELOW RL. 107.44 AHD.	3	THIS PLAN	CITY OF MONASH
E-6	SEWERAGE	3.05	INST. C 137246	MWSW.
E-7	DRAINAGE	3.05	INST. F 782843	CITY OF WAVERLEY
E-8	FOOTWAY & DRAINAGE	SEE DIAG.	THIS PLAN	CITY OF MONASH
E-9	FOOTWAY & DRAINAGE	SEE DIAG.	THIS PLAN	CITY OF MONASH
E-10	SEWERAGE	SEE DIAG.	THIS PLAN	YARRA VALLEY WATER LTD.
R-1	CARRIAGEWAY, DRAINAGE, SEWERAGE WATER, GAS, ELECTRICITY, TELEPHONE & DATA TRANSMISSION	SEE DIAG.	THIS PLAN	LAND IN THIS PLAN
Statement of Compliance/ Exemption Statement				
Received <input type="checkbox"/> Date / /				
LTO use only PLAN REGISTERED TIME DATE / /				
Assistant Registrar of Titles				
Sheet 1 of 2 Sheets				
 <p style="text-align: center;"> ADSHEAD & McQUIE PTY. LTD. LAND & ENGINEERING SURVEYING CONSULTANTS, PLANNERS 173 DRUMMOND STREET, CARLTON 3053 TEL. 9663 2713 FAX. 9663 7887 A.C.N. 005064960 EMAIL ADDRESS adsmcqm@cc031.sone.net.au </p>			LICENSED SURVEYOR (PRINT) PHILIP FRANCIS CULVENOR SIGNATURE _____ DATE / / REF: 6212/30 VERSION: 05	
DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3				

PLAN OF SUBDIVISION

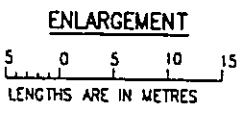
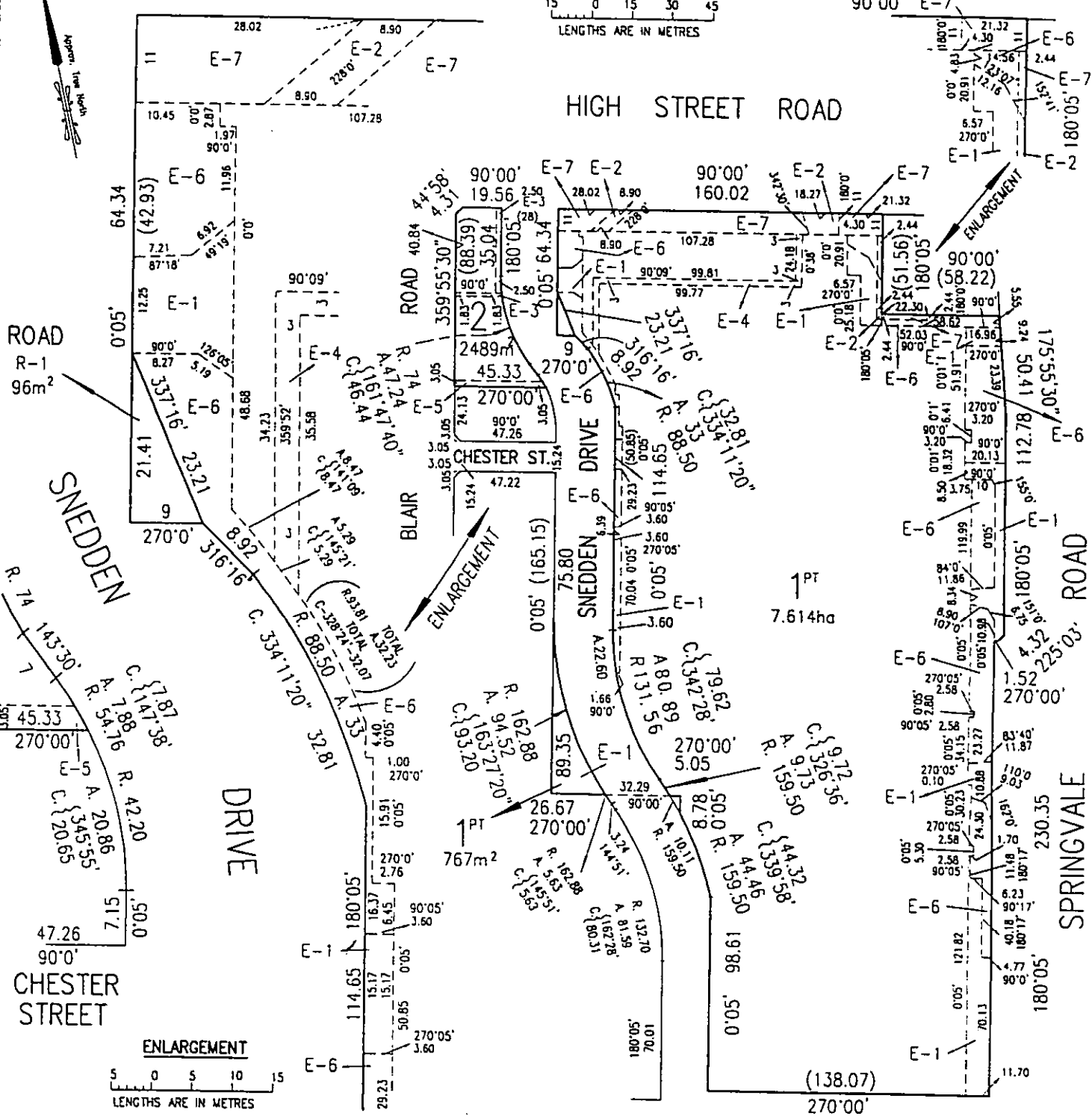
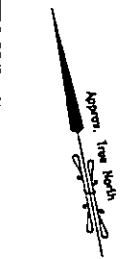
Stage No.

Plan Number
PS 345105 L

HIGH STREET ROAD



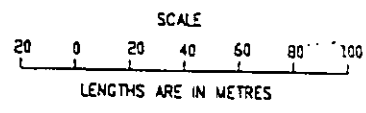
HIGH STREET ROAD



ADSHIELD & McQUIE PTY. LTD.
LAND & ENGINEERING SURVEYING
CONSULTANTS, PLANNERS
173 DRUMMOND STREET CARLTON, VIC. 3053
TEL 9663 2713 FAX 9663 7887
A.C.N. 005064960
EMAIL ADDRESS adsmcqm@co3j1.cone.net.au

O'SULLIVAN ROAD

ORIGINAL
SCALE SHEET SIZE
1:2000 A3



LICENSED SURVEYOR (PRINT) PHILIP FRANCIS CULVENOR
SIGNATURE _____ DATE / /
REF 6212/30 VERSION 05

Sheet 2 of 2 sheets
DATE / /
COUNCIL DELEGATE SIGNATURE
Original sheet size A3

PLAN OF SUBDIVISION

stage no.

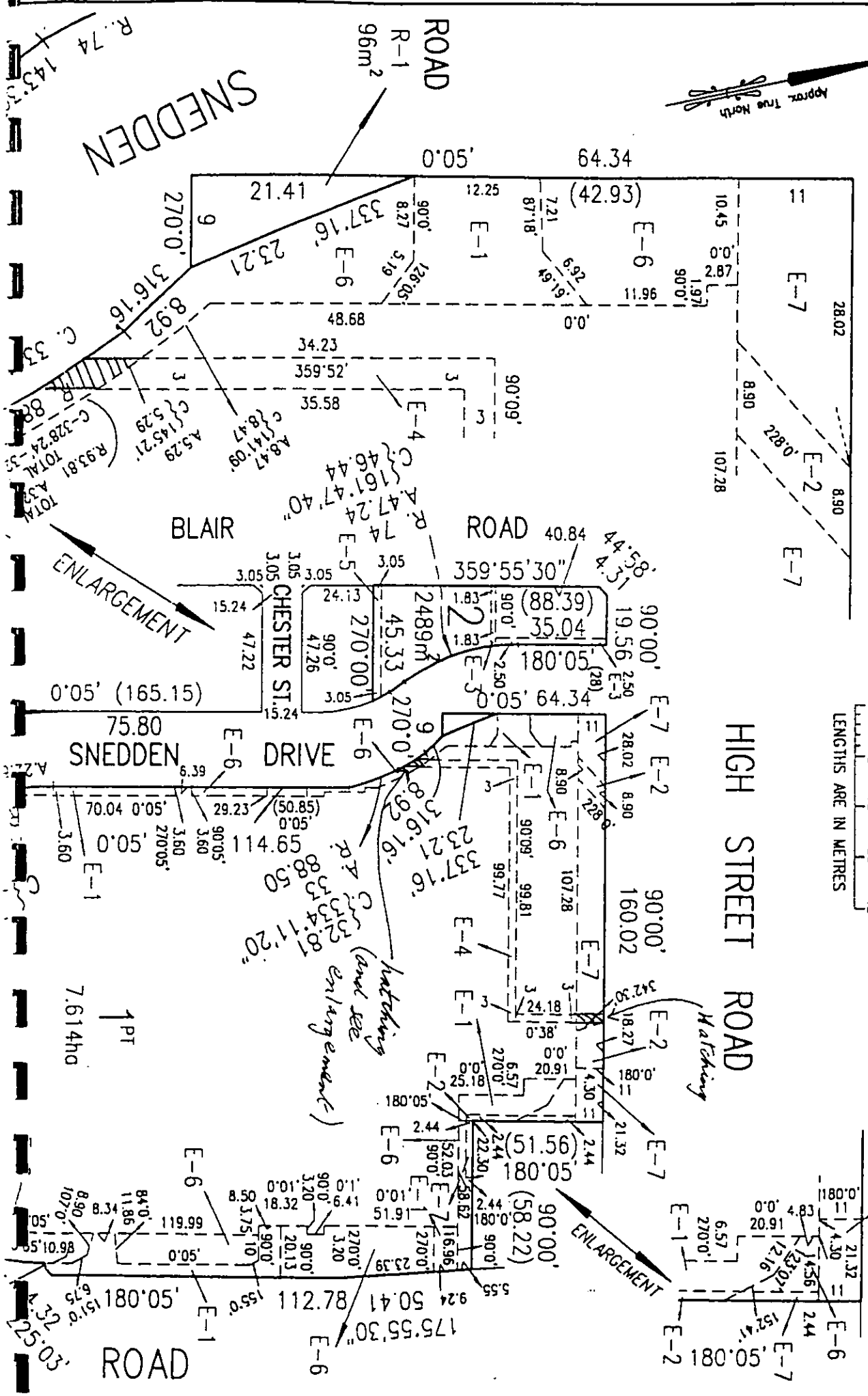
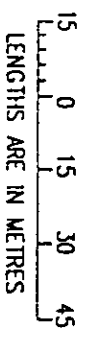
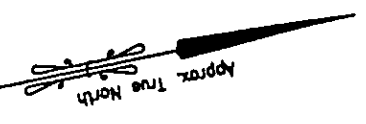
1 UNIT NUMBER

PS 345105 L

HIGH STREET ROAD

HIGH STREET ROAD

Extract from sheet 2



ENLARGEMENT

ENLARGEMENT

R. 74
143.3

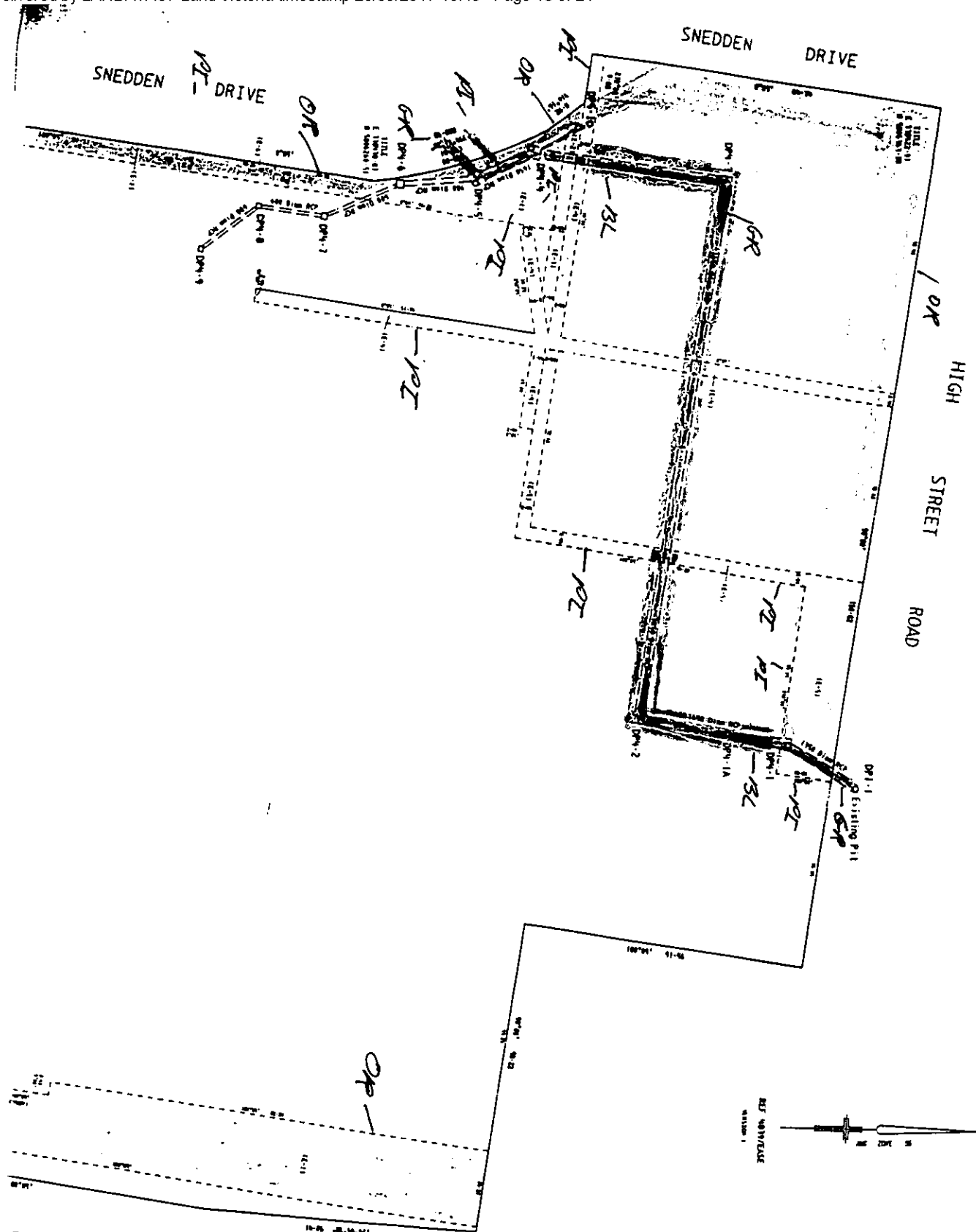
C. 33
R. 88
C-328.24-55
TOTAL
R. 93.81
A. 53
TOTAL
A. 53

50.52
50.52
50.52

11.

SECOND SCHEDULE

Plan B



PLAN OF PIPE LOCATION
THE GLEN SHOPPING CENTRE, STAGE 2
SCALE 1:500

- NOTES:
- 1. THE DRAWING SHOWS THE BEST PRACTICE FOR A TYPICAL SUBSTATION AND IS NOT TO BE USED AS A GUIDE FOR ALL SUBSTATIONS.
 - 2. THE DRAWING SHOWS THE BEST PRACTICE FOR A TYPICAL SUBSTATION AND IS NOT TO BE USED AS A GUIDE FOR ALL SUBSTATIONS.
 - 3. THE DRAWING SHOWS THE BEST PRACTICE FOR A TYPICAL SUBSTATION AND IS NOT TO BE USED AS A GUIDE FOR ALL SUBSTATIONS.
 - 4. THE DRAWING SHOWS THE BEST PRACTICE FOR A TYPICAL SUBSTATION AND IS NOT TO BE USED AS A GUIDE FOR ALL SUBSTATIONS.
 - 5. THE DRAWING SHOWS THE BEST PRACTICE FOR A TYPICAL SUBSTATION AND IS NOT TO BE USED AS A GUIDE FOR ALL SUBSTATIONS.
 - 6. THE DRAWING SHOWS THE BEST PRACTICE FOR A TYPICAL SUBSTATION AND IS NOT TO BE USED AS A GUIDE FOR ALL SUBSTATIONS.
 - 7. THE DRAWING SHOWS THE BEST PRACTICE FOR A TYPICAL SUBSTATION AND IS NOT TO BE USED AS A GUIDE FOR ALL SUBSTATIONS.
 - 8. THE DRAWING SHOWS THE BEST PRACTICE FOR A TYPICAL SUBSTATION AND IS NOT TO BE USED AS A GUIDE FOR ALL SUBSTATIONS.
 - 9. THE DRAWING SHOWS THE BEST PRACTICE FOR A TYPICAL SUBSTATION AND IS NOT TO BE USED AS A GUIDE FOR ALL SUBSTATIONS.
 - 10. THE DRAWING SHOWS THE BEST PRACTICE FOR A TYPICAL SUBSTATION AND IS NOT TO BE USED AS A GUIDE FOR ALL SUBSTATIONS.

REF SURVEILLANCE

VERSION 1

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OP-40	500x300	1200x120	01.50
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OP-98	500x300	1200x120	01.50
OP-99	500x300	1200x120	01.50
OP-100	500x300	1200x120	01.50

brass pit dia 1100
1 Alfred Street, Moorabbin, VIC 3122
PH: 018 8781 FAX: 018 5597

B "

12.

THIRD SCHEDULE

Titles to the Subject Land

VOLUME	FOLIO
10243	920 (part)
10164	815
9200	158 to 190 (both inclusive)

13.

FOURTH SCHEDULE

Plan of Entrances to the Centre (Plan C)

Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 **Planning and Environment Act 1987**

AQ123701W



Form 21

Lodged by:

Name: MADDOCKS
Phone: 03 9258 3555
Address: Collins Square, Tower Two, Level 25, 727 Collins Street Melbourne VIC 3008
Ref: MYM:LGC:7069949
Customer Code: 1167E

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

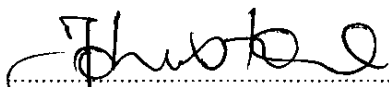
Land: Volume 11365 Folios 382 and 383

Responsible Authority: Monash City Council of 293 Springvale Road, Glen Waverley, VIC 3150

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

A copy of the agreement is attached to this application

Signature for the Authority:



Name of officer:

FLONA JOHNSTONE

Position Held:

COORDINATOR STATUTORY PLANNING

Date:

2.8.2017

AQ123701W

08/08/2017 \$94.60 173



Date 218 /2017

Agreement under Section 173 of the Planning and Environment Act 1987

Subject Land: The Glen Shopping Centre, 227-235 Springvale Road, Glen Waverley, Victoria, 3150

Purpose: Alterations and additions to existing property; Development of Residential apartment buildings; Alteration of Access to Road Zone, Category 1.

Monash City Council

and

**Glen Centre Pty Ltd
ACN 006 643 536
Perron Investements Pty Ltd
ACN 000 003 976**

AQ123701W

09/08/2017 \$94.60 173



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Agreement under Section 173 of the Planning and Environment Act 1987

DATE 21/8/2017

AQ123701W



BETWEEN

MONASH CITY COUNCIL (Council)
of 293 Springvale Road, Glen Waverly, VIC, 3150

AND

GLEN CENTRE PTY LTD ACN 006 643 536 (the Owner)
of 'Chadstone Tower One', Level 4, 1341 Dandenong Road, Chadstone, VIC, 3148

PERRON INVESTMENTS PTY LTD ACN 000 003 976
(the Owner)
of 4 Plain Street, East Perth, WA, 6004

(collectively, **the Owners**)

RECITALS

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owners are the registered proprietors of the Subject Land.
- C. The Planning Permit was issued on 31 August 2015 and allowed alterations and additions to be made to the existing shopping centre, the development of three residential apartment buildings including use of land for accommodation (dwellings) and alteration of access to a Road Zone, Category 1.
- D. Condition 20 of the Planning Permit requires the Owners to enter into an agreement under s173 of the Act.
- E. The parties enter into this Agreement to give effect to condition 20 of the Planning Permit.
- F. As at the date of this Agreement, the Subject Land is encumbered by 2 mortgages in favour of the Mortgagees. The Mortgagees consent to the Owner entering into this Agreement.

AQ123701W

08/08/2017 \$94.60 173



THE PARTIES AGREE

1. DEFINITIONS

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

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.

CPI means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

Endorsed Plans means the plans endorsed under the Planning Permit.

Indexation means an annual adjustment to the Satisfaction Fee carried out in accordance with CPI.

Mortgagee means the person registered or entitled from time to time to be registered as mortgagee of the Subject Land.

Owner or Owners means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession.

Party or Parties means the Owners and Council under this Agreement as appropriate.

Planning Permit means planning permit TPA/43692, issued by the Responsible Authority on 31 August 2015, including any subsequent amendments.

Planning Scheme means the Monash Planning Scheme and any other planning scheme that applies to the Subject Land.

Residential Lot means any lot created under the Planning Permit intended for the purpose of 'residential apartment building' or 'dwelling'.

Responsible Authority means the responsible authority pursuant to the Planning Scheme.

Satisfaction Fee means a fee payable by the Owner to Council for determining whether any one of the Owner's obligations has been undertaken to Council's satisfaction, or for deciding whether to give consent for anything this Agreement provides must not be done without Council's consent, and which is payable at the rate of:

- (a) \$229.20 if paid within 12 months from the date that this Agreement commences; or
- (b) \$229.20 plus Indexation if paid at any time after 12 months from the date that this Agreement commences.

Signalised Intersection means proposed new traffic signals at the intersection of the Level 1 access to the Glen Shopping Centre (located on the Subject Land) and Snedden Drive referred to in the Planning Permit, as shown on the Endorsed Plans.

Subject Land means the land contained in Certificates of Title Volume 11365 Folios 382 and 383.

AQ123701W



2. INTERPRETATION

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them only in so far as the obligations in this Agreement are relevant to that part of the Subject Land in which they have an interest. This Agreement does not impose joint and several obligations but only several obligations.
- 2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Owners under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3. SPECIFIC OBLIGATIONS OF THE OWNER

The Owners acknowledge and agree that all ongoing costs associated with the operation and maintenance of the Signalised Intersection are to be borne by the Owners, to the satisfaction of Council.



4. FURTHER OBLIGATIONS OF THE OWNER

4.1 Notice and Registration

The Owners further covenant and agree that the Owners will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

4.2 Further actions

The Owners further covenant and agree that:

4.2.1 the Owners will do all things necessary to give effect to this Agreement;

4.2.2 the Owners will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and 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 under that section.

4.3 Costs

4.3.1 The Owners acknowledge and agree that the Owners will pay Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution and registration of this Agreement.

4.3.2 The Owner must pay any Satisfaction Fee to Council within 14 days after a written request for payment.

4.4 Time for determining satisfaction

If Council makes a request for payment of:

4.4.1 a fee under clause 4.3.2; or

4.4.2 any costs or expenses under clause 4.3.1,

the Parties agree that Council will not decide whether the Owner's obligation has been undertaken to Council's satisfaction, or whether to grant the consent sought, until payment has been made to Council in accordance with the request.

4.5 Interest in overdue monies

4.5.1 The Owner must pay to Council interest in accordance with s 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.

4.5.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

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5. ENDING OF AGREEMENT

Upon the ending of the Agreement Council must, as soon as practicable at the request and at the cost of the Owners, execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the register.

6. OWNER'S WARRANTIES

Without limiting the operation or effect which this Agreement has, the Owners warrant that apart from the Owners and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

7. SUCCESSORS IN TITLE

Without limiting the operation or effect that this Agreement has, the Owners must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

- 7.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 7.2 execute a deed agreeing to be bound by the terms of this Agreement.

8. GENERAL MATTERS

8.1 Notices

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

- 8.1.1 by delivering it personally to that party;
- 8.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- 8.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

8.2 Service of Notice

A notice or other communication is deemed served:

- 8.2.1 if delivered, on the next following business day;
- 8.2.2 if posted, on the expiration of 2 business days after the date of posting; or

8.2.3 if sent by facsimile, when the sending party receives a confirmation of transmission except that where this occurs after 4 pm, the service is deemed to have been effected on the next following business day.

8.3 **No Waiver**

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

8.4 **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 will remain operative.

8.5 **No Fettering of Council's Powers**

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

8.6 **Commercial Agreement**

The parties acknowledge and agree that in addition to being an Agreement pursuant to s173 of the Act, this Agreement is also a commercial agreement between the parties.

9. COMMENCEMENT OF AGREEMENT

This Agreement commences on the date it is executed by all Parties.

10. ENDING OF AGREEMENT

10.1 The Owner may request in writing Council's consent to end the Agreement in respect of Residential Lots created by any subdivision of the Subject Land upon the issue of a statement of compliance in respect of that subdivision.

10.2 Council will not unreasonably withhold its consent to a written request made pursuant to clause 10.1 if it is satisfied that the obligations in this Agreement will remain secured to its satisfaction.

10.3 If Council agrees to end the Agreement in relation to part of the Subject Land in accordance with 10.2 Council will, within a reasonable time, following a request from the Owner and at the cost of the Owner execute all documents necessary to make application to the Registrar of Titles under section 183 of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.

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08/08/2017 \$94.60 173



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SIGNED, SEALED AND DELIVERED as a Deed by the parties on the date set out at the commencement of this Agreement.

The Common Seal of Monash City Council was affixed on behalf of Council by authority of the Chief Executive Officer on 2nd the day of August 2017 in exercise of the power delegated under the Administrative Procedures (Use of Common Seal) Local Law in the presence of:



[Handwritten signature]

Executive Manager Corporate Administration & Customer Service

Executed by GLEN CENTRE PTY LTD ACN 006 643 536 by its attorney:

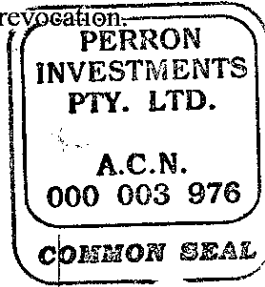
Sign here:

[Handwritten signature]

Print name: Zoran Trimcevski

who is authorised by Power of Attorney dated 01 October 2015 and who declares that they have at the time of execution of this document no notice of its revocation.

Executed by PERRON INVESTMENTS PTY LTD ACN 000 003 976 in accordance with Section 127 of the Corporations Act 2001



[Handwritten signature]

Signature of director

GEORGE IAN ARMSTRONG
Director

Name of director (print)

[Handwritten signature]

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

ROSS WILLIAM ROBERTSON
Company Secretary

Name of director/company secretary (print)

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Mortgagees' Consents

Perpetual Trustee Company Ltd as Mortgagee under instrument of mortgage no. AK986938Y consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

.....
ANZ Fiduciary Services Pty Ltd as Mortgagee under instrument of mortgage no. AJ378931P consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Truc Le
.....

Truc Le
Manager, Agency Services

AQ123701W

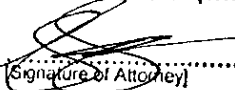
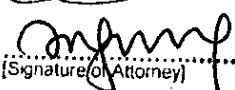


Mortgagees' Consents

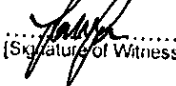
Perpetual Trustee Company Ltd as Mortgagee under instrument of mortgage no. AK986938Y consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

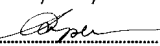
.....
ANZ Fiduciary Services Pty Ltd as Mortgagee under instrument of mortgage no. AJ378931P consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

Signed in my presence for and on behalf of Perpetual Trustee Company Limited
(A B N 42 000 001 007) under the Power of Attorney dated.....16 SEP 2014
(Registration No 217,034/1) by its Attorneys


[Signature of Attorney] Genes Pasion
[Full name of Attorney] Associate
[Title of Attorney]

[Signature of Attorney] Esther Ang
[Full name of Attorney] Senior Manager
[Title of Attorney] and

who are personally known to me and each of whom declare that they have received no notice of revocation of the Power of Attorney under which this document is signed


[Signature of Witness] Faria Safa
[Full name of Witness] Associate

PLAN OF SUBDIVISION		STAGE NO.	LTO use only EDITION 2	Plan Number PS 345105 L
Location of Land Parish: MULGRAVE Township: --- Section: --- Crown Allotment: --- Crown Portion: 75 (PART) LTO Base Record: CHART 58 Title Reference: VOL.10243 FOL.920, V9200 F158 To F190 ^{V9200} (TO BE CANCELLED) AND VOL.10164 FOL.815 Last Plan Reference: PC.171700R RP.9411 Postal Address: THE GLEN SHOPPING CENTRE (at time of subdivision) SPRINGVALE ROAD, GLEN WAVERLEY, 3150. AMG Co-ordinates E 338530 Zone: 55 (of approx. centre of land in plan) N 5806090		Council Certificate and Endorsement Council Name: MONASH CITY COUNCIL Ref: 5098A 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 24 / 10 / 1996 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. <u>OPEN SPACE</u> (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. --- (iii) The requirement is to be satisfied in Stage ----- --- Council delegate --- --- Council seal --- --- Date --- / --- / --- Re-certified under section 11(7) of the Subdivision Act 1988. Council Delegate Council Seal Date 2 / 6 / 98		
Vesting of Roads and/or Reserves				
Identifier	Council/Body/Person			
ROAD R-1	MONASH CITY COUNCIL	Notations		
		Staging This is/is not a staged subdivision. Planning Permit No.		
		Depth Limitation DOES NOT APPLY 1.. LEVEL DATUM IS A.H.D. VIDE M.W. 2348 @ RL. 114.66 (8-5-1989) 2.. PART OF THE SEWERAGE AND THE DRAINAGE & SEWERAGE EASEMENTS SHOWN ON LP.44783 AND FURTHER SHOWN ON RP.9411 AND VOL.10243 FOL.920 AS AFFECTING THE LAND IN THIS PLAN OF SUBDIVISION ARE TO BE REMOVED UPON REGISTRATION OF THIS PLAN. 3.. THE EASEMENT CREATED IN C 519236 IN FAVOUR OF THE CITY OF WAVERLEY AS AFFECTING THE LAND IN THIS PLAN OF SUBDIVISION AND FURTHER SHOWN ON RP.9411 IS TO BE REMOVED UPON REGISTRATION OF THIS PLAN. 4.. THE DRAINAGE EASEMENT CREATED IN LP.16566 IN FAVOUR OF LOTS ON LP.16566 AS AFFECTING THE LAND IN THIS PLAN OF SUBDIVISION IS TO BE REMOVED UPON REGISTRATION OF THIS PLAN. (SEE VOL.10164 FOL.815)		
		Survey	This plan is/is not based on survey. GROUNDS FOR REMOVAL (OF 2,3 & 4 ABOVE) --- This survey has been connected to permanent marks No.(s) in Proclaimed Survey Area No. PLANNING PERMIT NO. 22925..	
Easement Information				LTO use only
Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement. A - Appurtenant Easement R - Encumbering Easement (Road).				Statement of Compliance/ Exemption Statement
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour Of
E-1	CARRIAGEWAY & DRAINAGE	SEE DIAG.	THIS PLAN	CITY OF MONASH
E-2	CARRIAGEWAY & DRAINAGE	SEE DIAG.	THIS PLAN	CITY OF MONASH
	SEWERAGE	SEE DIAG.	THIS PLAN	YARRA VALLEY WATER LTD.
E-3	SEWERAGE	SEE DIAG.	THIS PLAN	YARRA VALLEY WATER LTD.
E-4	DRAINAGE BELOW RL. 107.44 AHD.	3	THIS PLAN	CITY OF MONASH
E-5	SEWERAGE	3.05	INST. C 137246	MMBW.
	DRAINAGE	3.05	INST. F 782843	CITY OF WAVERLEY
E-6	FOOTWAY & DRAINAGE	SEE DIAG.	THIS PLAN	CITY OF MONASH
E-7	FOOTWAY & DRAINAGE	SEE DIAG.	THIS PLAN	CITY OF MONASH
	SEWERAGE	SEE DIAG.	THIS PLAN	YARRA VALLEY WATER LTD.
R-1	CARRIAGEWAY, DRAINAGE, SEWERAGE WATER, GAS, ELECTRICITY, TELEPHONE & DATA TRANSMISSION	SEE DIAG.	THIS PLAN	LAND IN THIS PLAN
				Received <input checked="" type="checkbox"/> Date 8 / 1 / 97
				LTO use only PLAN REGISTERED TIME 12.30 DATE 5 / 8 / 98  Assistant Registrar of Titles
				Sheet 1 of 2 Sheets
ADSHEAD & McQUIE PTY. LTD. LAND & ENGINEERING SURVEYING CONSULTANTS, PLANNERS 173 DRUMMOND STREET, CARLTON 3053 TEL. 9663 2713 FAX. 9663 7887 A.C.N. 005064960 EMAIL ADDRESS adsmcqm@c031.aone.net.au		LICENSED SURVEYOR (PRINT) PHILIP FRANCIS CULVENOR SIGNATURE DATE 12 / 5 / 98 REF: 6212/30 VERSION: 05		DATE 2 / 6 / 98 COUNCIL DELEGATE SIGNATURE Original sheet size A3

APPENDIX B

POLICY SUMMARY

ZONE AND OVERLAY PROVISIONS

The site is located within the Commercial 1 Zone (“C1Z”) pursuant to Clause 34.01 of the Monash Planning Scheme (the “Planning Scheme”). The purpose of this zone is (amongst other things) *‘to create vibrant mixed use commercial centres for retail, office, business, entertainment and community uses’* and to *‘provide for residential densities complementary to the role and scale of the commercial centre.’*

Pursuant to this Clause, a permit is required to use land for the purposes of accommodation and to construct a building or construct or carry out works. The Permit provides approval for the residential towers and the associated buildings and works.

Importantly, the site benefits from transitional provisions with respect to Clause 58 and the Better Apartment Design Standards (“BADs”) as this proposal is associated with an application to amend a permit under Section 72 of the *Planning and Environment Act 1987* where the original permit application was lodged prior to the approval date of Amendment VC136 (Clause 34.01-4).

The site is not affected by any overlay provisions.

GENERAL AND PARTICULAR PROVISIONS

The following general and particular provisions are of relevance to the proposal:

- Clause 52.06 ‘Car Parking’ applies to an increase to an existing use and specifies the following car parking rates for the proposal:
 - One car parking space to each one or two bedroom dwelling.
 - Two car spaces to each three or more bedroom dwelling.
 - 0.2 spaces per dwelling for visitors.
- Clause 52.34 ‘Bicycle Facilities’ seeks to *‘encourage cycling as a mode of transport’* and specifies the following bicycle parking requirements for the proposal:
 - One space to each 5 apartments for residents.
 - One space to each 10 apartments for visitors.
- Clause 65 contains a range of ‘Decision Guidelines’ that the responsible authority must consider prior to deciding on an application.

STATE PLANNING POLICY FRAMEWORK

The following Clauses of the State Planning Policy Framework (SPPF) are of relevance to the proposal:

- Clause 9 ‘Plan Melbourne’
- Clause 11 ‘Settlement’
- Clause 11.06 ‘Metropolitan Melbourne’
- Clause 15 ‘Built Environment and Heritage’
- Clause 16 ‘Housing’
- Clause 18 ‘Transport’

In summary, these policies broadly seek to:

- *‘Manage the supply of new housing in the right locations to meet population growth and create a sustainable city’*
- *‘Anticipate and respond to the needs of existing and future communities through provision of zoned and serviced land for housing, employment, recreation and open space, commercial and community facilities and infrastructure.’*

- *'Recognise the need for, and as far as practicable contribute towards...a high standard of urban design and amenity.'*
- *'Encourage the concentration of major retail, residential, commercial, administrative, entertainment and cultural developments into activity centres which provide a variety of land uses and are highly accessible to the community.'*
- *'Provide housing choice close to jobs and services' as well as a 'housing market that meets community needs.'*
- *'Ensure all new land use and development appropriately responds to its landscape, valued built form and cultural context, and protect places and sites with significant heritage, architectural, aesthetic, scientific and cultural value.'*
- *'Locate new housing in or close to activity centres and in urban renewal precincts and sites that offer good access to jobs, services and transport.'*
- *'Encourage higher density housing development on sites that are well located in relation to jobs, services and public transport.'*
- *'Promote the use of sustainable personal transport.'*

LOCAL PLANNING POLICY FRAMEWORK

The following Clauses of the Local Planning Policy Framework (LPPF), including the Municipal Strategic Statement (MSS) are of relevant to the proposal.

Clause 21.03 outlines a 10-year vision for the City of Monash that seeks to be an inclusive, connected, supportive, prosperous, liveable and responsible City. This vision was developed as part of Monash 2012 – A Strategy for the Future (City of Monash, 2003) which identifies ten major themes and their corresponding goals including *'encourage business to thrive and expand in Monash'*, *'promote Activity Centres and provide a range of civic, retail, recreational, entertainment, residential and community opportunities'* and *'plan for attractive and environmentally sound use of land that allows for diversity while remaining sympathetic to existing neighbourhood character'*.

Clause 21.04 relates to residential development. The policy seeks to encourage the provision of a variety of residential environments, housing styles and urban experiences that cater for different housing needs and lifestyle preferences of the Monash community.

Clause 21.06 recognises Glen Waverley as the Principal Activity Centre of Monash and seeks to encourage medium to high rise development (4-10 storeys) that results in integrated housing, workplaces, shopping, recreation and community services that provide a mix and level of activity that attracts people, creates a safe environment, stimulates interaction and provides a lively community focus.

Clause 21.08 relates to transport and traffic throughout the City of Monash. The policy promotes increased residential densities and development opportunities in close proximity to major activity centres with good access to high quality public transport.

Clause 22.03 applies to land in an industrial or commercial zone recognising the site as Business Character Type 3. New development within this Character Type will respect the scale and form of development of the Glen Waverley Principal Activity Centre, while providing for appropriate change. The policy notes that high rise development should be located towards the middle of the centre, except where an adopted Structure Plan, or some other mechanism, has identified an appropriate height limit.

Clause 22.04 applies to all land. Its objective is to minimise the risk to personal injury and property from stormwater flows by collecting and discharging the water via an on-site retention system.

Clause 22.13 applies throughout the City of Monash to residential and non-residential developments. This policy provides a framework for early consideration of environmental sustainability at the building design stage in order to achieve: easier compliance with building requirements through passive design; reduction of costs over the life of the building; improved affordability over the longer term through reduced running costs; improved amenity and liveability; more environmentally sustainable urban form; and integrated water management.



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