

From: Skye MacDonald <Skye@primespaceprojects.com.au>

Sent: Friday, March 22, 2024 10:25 AM

To: Duty Planner <D.Planner@cityofadelaide.com.au>

Cc: Skye MacDonald <Skye@primespaceprojects.com.au>

Subject: 150 Grenfell St - Removal of historic management agreement CT 6121 Folios 3&8 and 5115 Folio 674

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Dear City of Adelaide

I attach a management agreement registered over the above three titles. Dealing number 8665571.

Until recently two buildings occupied the titles. In around 1999, the buildings were joined at level 2 to enable the tenant to occupy the entire floor across the two buildings. As this did not comply with the ordinary building rules regarding fire separation, a management agreement was registered to require the dividing wall to be reinstated should different tenants wish to occupy the respective halves of level 2. This did not eventuate in subsequent years.

In 2020 development approval was obtained to redevelop the two buildings into a single building. This work is now nearing completion, necessarily all building rules requirements have been satisfied. Reference DA264/2018, copy attached.

In light of this, the attached agreement is now redundant and we wish to have it removed from the titles.

Can you please direct me to the correct person to get this process underway?

Kind regards



Skye MacDonald
Development Manager

Prime Space Projects

Prime Space Projects

Level 2, 19 Gouger Street

ADELAIDE SA 5000

Ph: +61 8 8223-6535

Email: skye@primespaceprojects.com.au

For the latest news on Prime Space Projects visit:

www.primespaceprojects.com.au

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8665571



LAND TITLES REGISTRATION
OFFICE
SOUTH AUSTRALIA

FORM APPROVED BY THE REGISTRAR-GENERAL

Series No.	Prefix
2	#AG

CERTIFIED CORRECT FOR THE PURPOSES
OF THE REAL PROPERTY ACT 1886

Steeles
Solicitor / Registered Conveyancer

NOTES

1. If there are two or more lessees as tenants in common in unequal shares then specify shares held.
2. The term of lease must have a certain beginning and a certain ending.

BELOW THIS LINE FOR OFFICE USE ONLY

Date	16 APR 1999	Time	11:30.
FEES			
R.G.O.	POSTAGE	ADVERT	NEW C.T.
80.			

EXAMINATION

<u>CORRECTION</u>	<u>PASSED</u>
	<i>[Signature]</i>

BELOW THIS LINE FOR AGENT USE ONLY

Lodged by: Thomson Playford
101 Pirie Street
ADELAIDE SA 5000

AGENT CODE
THPL

Correction to: Thomson Playford

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

- 1.....
- 2.....
- 3.....
- 4.....
- 5.....

Assessor _____

PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS

- 1.....
- 2.....
- 3.....
- 4.....
- 5.....

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

ITEM CT/CL REF	AGENT CODE

20.02

164281999 0101020997.1.0.

THE COMMON SEAL of P.K. PROPERTIES PTY LTD was hereunto affixed in the presence of:



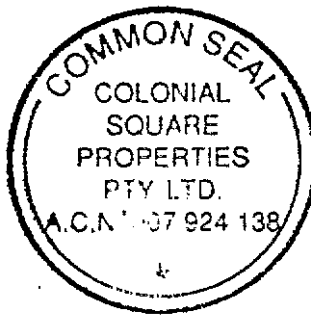
N. Kumbly
.....

Director

[Signature]
.....
Secretary

Executed in its capacity as registered proprietor of 162 Grenfell St.

THE COMMON SEAL of COLONIAL SQUARE PROPERTIES PTY LTD was hereunto affixed in the presence of:



N. Kumbly
.....

Director

[Signature]
.....
Secretary

Executed in its capacity as registered proprietor of 150 Grenfell St.

COMMONWEALTH BANK OF AUSTRALIA ACN 123 123 124 as Mortgagee of 162 Grenfell St under Memoranda of Mortgage Nos. 5362007 and 7455124 and as Mortgagee of 150 Grenfell St under Memoranda of Mortgage Nos. 5362007 and 7455122 consents to this Application

SIGNED in South Australia by COMMONWEALTH BANK OF AUSTRALIA by its duly constituted Attorney Elizabeth Helen Elise who certifies that he is the Senior Conveyancing Officer 96 King William Street Adelaide South Australia of Commonwealth Bank of Australia in the presence of:

COMMONWEALTH BANK OF AUSTRALIA by its Attorney

[Signature]
.....
Power of Attorney No. 8086210

[Signature]
.....
Witness

DAVID P. SLATT M'BEAN
.....
Name of Witness

of 96 King William Street Adelaide South Australia 5000
Telephone 8206 4428

REGISTERED

...../...../18 MAY 1990

[Signature]
REGISTRAR-GENERAL

APPROVAL NO. 227

APPLICATION TO REGISTER AGREEMENT RELATING TO MANAGEMENT PRESERVATION OR CONSERVATION OF LAND

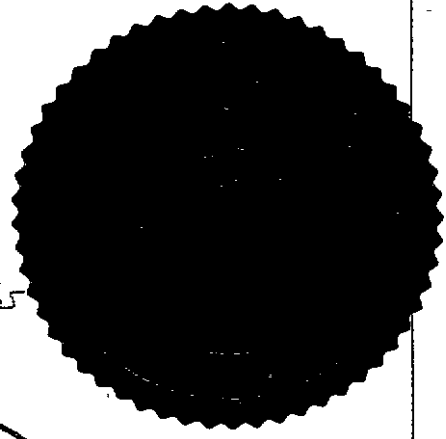
NOW/WHOLE OF THE LAND IN

C.T. VOL. 5727 FOLIO 1/3

The Corporation of the City of Adelaide of Town Hall, Adelaide 5000 (hereinafter referred to as "the Corporation") hereby applies pursuant to Section 57(5) of the Development Act, 1993 to register the fact that the Deed attached hereto dated the 22nd day of November 1996 and made between Long Term Investments Pty Ltd ACN 007 906 890, Planned Investments Pty Ltd ACN 007 907 557 and P.K. Properties Pty Ltd ACN 008 044 153 all of Level 3, 150 Grenfell Street Adelaide South Australia 5000 (the "162 Owners") as registered proprietors of the land comprised in Certificates of Title Register Book Volume 5066 Folio 743 and Volume 4240 Folio 297 ("162 Grenfell St") and the said Long Term Investments Pty Ltd, the said Planned Investments Pty Ltd and Colonial Square Properties Pty Ltd ACN 007 924 138 of Level 3, 150 Grenfell Street Adelaide South Australia 5000 (the "150 Owners") as registered proprietors of the land comprised in Certificate of Title Register Book Volume 5115 Folio 674 ("150 Grenfell St") and the Corporation being an agreement within the meaning of Section 57(2) of the said Act for the management, (preservation or conservation) of 150 Grenfell St and 162 Grenfell St has come into force in respect of each of the said parcels of land.

Dated the 22nd day of November 1996. DEVELOPMENT ?

THE COMMON SEAL of THE CORPORATION OF THE CITY OF ADELAIDE was hereunto affixed on the 22nd day of November, 1996,



[Signature] President / Chief Executive Officer
[Signature] Lord Mayor

THE COMMON SEAL of LONG TERM INVESTMENTS PTY LTD was hereunto affixed in the presence of:



[Signature] Director
[Signature] Secretary

Executed in its capacity as registered proprietor of 150 Grenfell St and 162 Grenfell St.

THE COMMON SEAL of PLANNED INVESTMENTS PTY LTD was hereunto affixed in the presence of:



[Signature] Director
[Signature] Secretary

Executed in its capacity as registered proprietor of 150 Grenfell St and 162 Grenfell St.

MANAGEMENT DEED

BETWEEN

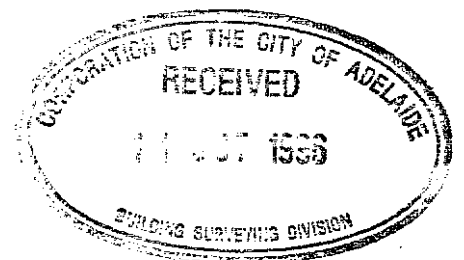
THE CORPORATION OF THE CITY OF ADELAIDE

("Corporation")

AND

LONG TERM INVESTMENTS PTY LTD
ACN 007 906 890
PLANNED INVESTMENTS PTY LTD
ACN 007 907 557
P.K. PROPERTIES PTY LTD
ACN 008 044 153
COLONIAL SQUARE PROPERTIES PTY LTD
ACN 007 924 138

("Owners")



THIS DEED is made on 22nd November

1996

BETWEEN

THE CORPORATION OF THE CITY OF ADELAIDE of Town Hall Adelaide South Australia 5000 ("Corporation")

AND

LONG TERM INVESTMENTS PTY LTD ACN 007 906 890 and PLANNED INVESTMENTS PTY LTD ACN 007 907 557 and P.K. PROPERTIES PTY LTD ACN 008 044 153 and COLONIAL SQUARE PROPERTIES PTY LTD ACN 007 924 138 all of Level 3, 150 Grenfell Street Adelaide South Australia 5000 ("Owners")

STAMPS
STAMP DUTY PAID \$10.00
ORIGINAL STAMPED (Copy 1 of 1)
21/01/97 11:00:14 C416962:1
DEED

RECITALS

- A. Long Term Investments Pty Ltd ACN 007 906 890, Planned Investments Pty Ltd ACN 007 907 557 and P.K. Properties Pty Ltd ACN 008 044 153 (the "162 Owners") are registered as the proprietors of the land comprised in Certificates of Title Register Book Volume 5066 Folio 743 and Volume 4240 Folio 297 ("162 Grenfell St").
- B. Long Term Investments Pty Ltd ACN 007 906 890, Planned Investments Pty Ltd ACN 007 907 557 and Colonial Square Properties Pty Ltd ACN 007 924 138 (the "150 Owners") are registered as the proprietors of the land comprised in Certificate of Title Register Book Volume 5115 Folio 674 ("150 Grenfell St").
- C. The buildings erected on 150 Grenfell St and 162 Grenfell St are joined on the boundary dividing 150 Grenfell St and 162 Grenfell St.
- D. The Owners have agreed to lease portion of level 2 of 150 Grenfell St and 162 Grenfell St to South Australian Health Commission for a term of three years commencing on the 1st day of November 1996 with a right of renewal for a further three years (the "Lease").
- E. For the purposes of the Lease the Owners wish to demolish portion of the wall joining 150 Grenfell St and 162 Grenfell St on level 2 to create an opening accessed through fire doors (the "Development").
- F. The proposed Development will not comply with The Building Rules and the Corporation has determined to grant a modification to The Building Rules in respect of the Development to permit the opening in the wall provided that it is sealed by fire doors while the Lease is current subject to the condition that this Deed is registered as a Land Management Agreement on the Certificates of Title to 150 Grenfell St and 162 Grenfell St and that the Owners agree to the proper maintenance of the fire doors and associated detection and activation system.

OPERATIVE PART

1. Accuracy of Recitals

The Recitals are accurate in every material particular and are deemed by the parties to form part of this Deed.

2. Construction

2.1 In this Deed unless the context otherwise requires:

2.1.1 words denoting the singular number shall include the plural and vice versa;

-2-

- 2.1.2 words denoting any gender shall include all genders;
 - 2.1.3 where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings;
 - 2.1.4 words denoting natural persons shall include corporations and vice versa;
 - 2.1.5 references to clauses and schedules are to clauses of, and schedules to, this Deed;
 - 2.1.6 headings are for convenience only and shall not affect interpretation;
 - 2.1.7 a reference to a natural person includes the heirs executors administrators and permitted assigns of such person;
 - 2.1.8 a reference to a body corporate includes the successors and permitted assigns for such body corporate;
 - 2.1.9 a reference to a person includes an individual firm body corporation association (whether incorporated or not) government or governmental, semi-government or local authority or agency;
 - 2.1.10 reference to two or more persons shall be deemed to be a reference to them jointly and severally;
 - 2.1.11 a deed on the part of or in favour of two or more persons binds or is for the benefit of them jointly and severally;
 - 2.1.12 references to any agreement, deed or instrument shall include references to such agreement, deed or instrument as amended, novated, supplemented, varied or replaced from time to time;
 - 2.1.13 references to any legislation or to any provision of any legislation shall include any modification or re-enactment or any legislation or provision; and
 - 2.1.14 all schedules and annexures to this Deed and its recitals and all certificates and other deeds delivered pursuant to this Deed shall form part of this Deed.
- 2.2 This Deed shall be construed and take effect according to the laws of the State of South Australia and the respective rights liabilities and obligations of the parties shall be governed by the laws of that State.
- 2.3 Each clause, sub-clause and paragraph in this Deed ("Provision") shall:
- 2.3.1 be severable from the other provisions of this Deed;
 - 2.3.2 be construed and take effect independently of the other provisions of this Deed; and
 - 2.3.3 not be affected by any invalidity or unenforceability of any other provision of this Deed.

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3. Reinstatement of Opening

At the end of the term of the Lease or any extension or holding over period of the Lease the Owners undertake to close the opening in the wall joining 150 Grenfell St and 162 Grenfell St at level 2 and reinstate the wall to the reasonable satisfaction of the Corporation before permitting the premises on level 2 of each building to be leased by different persons.

4. Maintenance of Fire Doors and Detection System

The Owners undertake to maintain the fire doors and associated detection and activation system in good operating order and condition.

5. Right of Entry

5.1 If the Owners do not comply with the obligations provided for in this Deed the Corporation may without prejudice to any other rights which it may have give the Owners reasonable notice in writing specifying the works to be carried out by the Owners and requiring the Owners within a reasonable time referred to in such notice to carry out and complete within the time stipulated such works as are necessary in order for such obligations to be complied with.

5.2 If the Owners do not comply with such notice within the stipulated time then the Corporation may cause to be carried out the works referred to in the notice and to recover the costs of doing so as a debt from the Owners.

5.3 The Owners shall permit the Corporation or its employees agents or contractors to enter 150 Grenfell St or 162 Grenfell St or both or part of them for the purpose of doing such work and shall pay to the Corporation all of the resulting costs of doing the works immediately on demand being made by the Corporation.

5.4 On entering 150 Grenfell St or 162 Grenfell St for the purpose of clause 5.3 of this Deed the Corporation shall cause as little inconvenience to the Owners and occupiers of the buildings as is practicable and carry out the work in a proper and workmanlike manner.

6. Registration

6.1 The Corporation may apply to the Registrar-General to register this Deed and enter memorials thereof on the Certificates of Title to 150 Grenfell St and 162 Grenfell St and if the Corporation makes such an application to the Registrar-General then the Owners will consent and hereby consent to such registration and entry.

6.2 If the Corporation makes application to the Registrar-General in accordance with clause 6.1 of this Deed then the Owners will when requested by the Corporation deliver or cause to be delivered to the Corporation the respective Certificates of Title for 150 Grenfell St and 162 Grenfell St for the purpose of entering such memorials thereon and the Corporation agrees to return such Certificates of Title to the entitled parties.

7. Legal Interests

The Owners warrant that no party (other than itself) has a legal interest in level 2 of 150 Grenfell St or level 2 of 162 Grenfell St except the party whose consent to this Deed is annexed in "Schedule A".

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8. Notices

Any notice which any party to this Deed is required or may desire to give to the other party or parties shall without prejudice to any other means of giving such notice be deemed to have been fully given or served if in writing and signed for or on behalf of the party giving the notice and if given by and/or sent by registered post to such other party or parties to the address set out in this Deed or the last known address of such party or parties. Such notice shall be deemed to have been given at the time of such delivery and on the date three days after such posting.

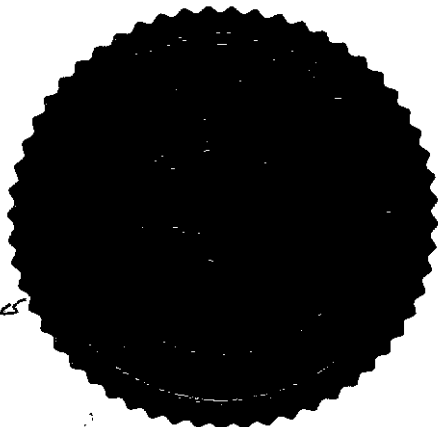
9. Costs

9.1 The Corporation's reasonable costs and fees (including reasonable legal fees) of and incidental to the negotiation preparation stamping and registration of this Deed and the memorials thereof and stamp duty on the deed shall be paid by the Owners.

9.2 The 150 Owners agree to pay Fifty Per Cent (50%) and the 162 Owners agree to pay Fifty Per Cent (50%) of all costs and expenses in respect of or arising from the works to be completed and the obligations arising pursuant to this Deed.

EXECUTED AS A DEED

THE COMMON SEAL of THE CORPORATION OF THE CITY OF ADELAIDE was hereunto affixed on the 22nd day of November 1996



R. Pender Chief Executive Officer
[Signature] Lord Mayor

THE COMMON SEAL of LONG TERM INVESTMENTS PTY LTD was hereunto affixed in the presence of:



[Signature] Director
[Signature] Secretary

THE COMMON SEAL of PLANNED INVESTMENTS PTY LTD was hereunto affixed in the presence of:



[Signature] Director
[Signature] Secretary

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THE COMMON SEAL of P.K. PROPERTIES PTY LTD was hereunto affixed in the presence of:

)
)
)

N. [Signature].....

Director

[Signature].....

Secretary



THE COMMON SEAL of COLONIAL SQUARE PROPERTIES PTY LTD was hereunto affixed in the presence of:

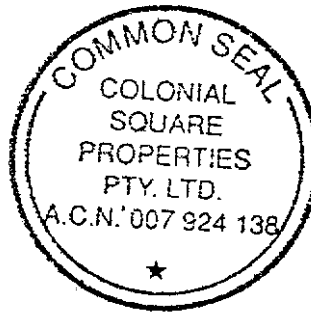
)
)
)

N. [Signature].....

Director

[Signature].....

Secretary



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SCHEDULE A

Consent of the Commonwealth Bank

COMMONWEALTH BANK OF AUSTRALIA ACN 123 123 124 as Mortgagee of 162 Grenfell St under Memoranda of Mortgage Nos. 5362007 and 7455124 and as Mortgagee of 150 Grenfell St under Memoranda of Mortgage Nos. 5362007 and 7455122 consents to this Deed

SIGNED in South Australia by
COMMONWEALTH BANK OF AUSTRALIA)
by its duly constituted Attorney)
Elizabeth Helen Else)
who certifies that he is the)
Senior Conveyancing Officer)
96 King William Street Adelaide)
South Australia of Commonwealth)
Bank of Australia in the)
presence of:)

COMMONWEALTH BANK OF AUSTRALIA by its Attorney

.....
Witness

.....
Power of Attorney No. 8086210

.....
Name of Witness

of 96 King William Street Adelaide South Australia 5000

Telephone 8206 4428