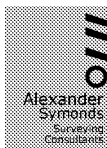
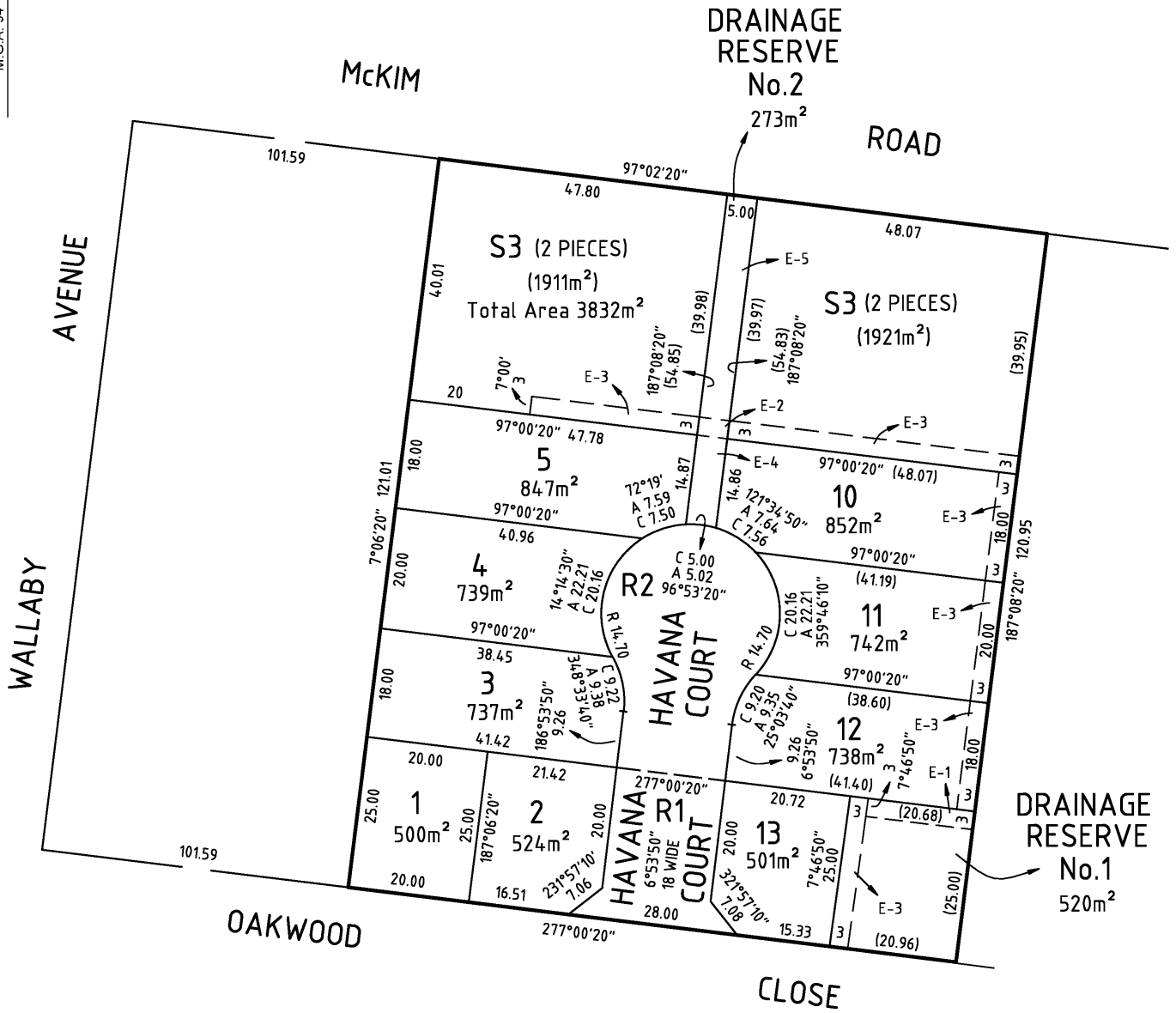


PLAN OF SUBDIVISION			EDITION 2	PS 703786N																							
LOCATION OF LAND PARISH: GISBORNE TOWNSHIP: GISBORNE SECTION: 34 CROWN ALLOTMENT: 18 CROWN PORTION: _____ TITLE REFERENCE: VOL.9948 FOL.441 LAST PLAN REFERENCE: _____ POSTAL ADDRESS: 11 McKIM ROAD (at time of subdivision) GISBORNE, 3437 MGA CO-ORDINATES: E: 287 600 ZONE: 55 (of approx centre of land N: 5 849 300 GDA 94 in plan)																											
VESTING OF ROADS AND/OR RESERVES																											
IDENTIFIER RESERVE No.1 RESERVE No.2 ROAD R1 ROAD R2	COUNCIL/BODY/PERSON MACEDON RANGES COUNCIL MACEDON RANGES COUNCIL MACEDON RANGES COUNCIL MACEDON RANGES COUNCIL																										
NOTATIONS																											
DEPTH LIMITATION: DOES NOT APPLY SURVEY: This plan is based on survey. STAGING: This is a staged subdivision. Planning Permit No. 2100127 This survey has been connected to permanent marks No(s). _____ In Proclaimed Survey Area No. _____																											
EASEMENT INFORMATION																											
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)																											
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Easement Reference</th> <th style="text-align: center;">Purpose</th> <th style="text-align: center;">Width (Metres)</th> <th style="text-align: center;">Origin</th> <th style="text-align: center;">Land Benefited/In Favour Of</th> </tr> </thead> <tbody> <tr> <td>E-1, E-2, E-3</td> <td>SEWERAGE</td> <td>3.00</td> <td>THIS PLAN</td> <td>WESTERN WATER</td> </tr> <tr> <td>E-3</td> <td>DRAINAGE</td> <td>3.00</td> <td>THIS PLAN</td> <td>MACEDON RANGES SHIRE COUNCIL</td> </tr> <tr> <td>E-2, E-4, E-5</td> <td>POWERLINE</td> <td>5.00</td> <td>SECTION 88 ELECTRICITY INDUSTRY ACT 2000</td> <td>POWERCOR AUSTRALIA LTD.</td> </tr> <tr> <td>E-2, E-4, E-5</td> <td>WATER SUPPLY</td> <td>5.00</td> <td>THIS PLAN</td> <td>WESTERN WATER</td> </tr> </tbody> </table>					Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	E-1, E-2, E-3	SEWERAGE	3.00	THIS PLAN	WESTERN WATER	E-3	DRAINAGE	3.00	THIS PLAN	MACEDON RANGES SHIRE COUNCIL	E-2, E-4, E-5	POWERLINE	5.00	SECTION 88 ELECTRICITY INDUSTRY ACT 2000	POWERCOR AUSTRALIA LTD.	E-2, E-4, E-5	WATER SUPPLY	5.00
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E-2, E-4, E-5	WATER SUPPLY	5.00	THIS PLAN	WESTERN WATER																							
<div style="display: flex; align-items: center;"> <div style="flex: 1;"> <p style="font-size: 0.8em; margin: 0;">Alexander & Symonds Pty Ltd 29 Ferners Street Mt Gambier, South Australia 5250 PO Box 981 Mt Gambier, SA 5250 ABN 93007 753 988</p> <p style="font-size: 0.7em; margin: 0;">T (08) 8725 5299 F (08) 8724 9193 W www.alexander.com.au E mtgam@alexander.com.au</p> <p style="font-size: 0.7em; margin: 0;">+ Property + Land Development + + Construction + Mining + + Spatial Information Management +</p> </div> <div style="flex: 0.5; text-align: center;">  </div> </div>			SURVEYORS FILE REF: M003809sub_compiled DRAWN BY: LJM 19-02.2020		ORIGINAL SHEET SIZE: A3	SHEET 1 OF 2																					
MARK RONALD BRAY TEAKLE VERSION 1			THIS IS A LAND USE VICTORIA COMPILED PLAN FOR DETAILS SEE MODIFICATION TABLE HEREIN																								

PS 703786N

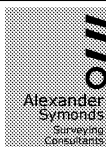
M.G.A. 94 | ZONE 55



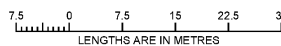
Alexander & Symonds Pty Ltd
29 Ferrars Street, Mt Gambier,
South Australia 5290
PO Box 981 Mt Gambier, SA 5290
ABN 93007 753 988

T (08) 8725 5299
F (08) 8724 9193
W www.alexander.com.au
E mtgam@alexander.com.au

+ Property + Land Development +
+ Construction + Mining +
+ Spatial Information Management +



SCALE
1:750



ORIGINAL SHEET
SIZE: A3

SHEET 2

MARK RONALD BRAY TEAKLE VERSION 1

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS703786N

MASTER PLAN (STAGE 1) REGISTERED DATE 20/02/2020 TIME 2:32 pm

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

[illegible]



Department of Environment, Land, Water & Planning

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Produced 07/08/2020 10:52:41 AM

Status	Completed	Dealing Number	AT348900J
Date and Time Lodged	18/06/2020 02:48:15 PM		

Lodger Details

Lodger Code	16320Q
Name	WESTPAC BANKING CORPORATION
Address	
Lodger Box	
Phone	
Email	
Reference	

TRANSFER CONTROL OF AN ELECTRONIC CERTIFICATE OF TITLE

Jurisdiction	VICTORIA
--------------	----------

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Land Title Reference

12188/777
12188/779
12188/798
12188/799
12188/801
12188/803
12188/804

Applicant

Applicant Customer Code	16320Q
Applicant Name	WESTPAC BANKING CORPORATION

Recipient

Recipient Customer Code	17760E
Recipient Name	HOME CONVEYANCING RESERVOIR PTY LTD

The applicant authorises the transfer of control and the recipient accepts the control of the electronic Certificate(s) of Title for the land described.



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Execution

1.

Executed on behalf of	WESTPAC BANKING CORPORATION
Signer Name	TRISH PARMITER
Signer Organisation	WESTPAC BANKING CORPORATION
Signer Role	AUTHORISED SIGNATORY
Execution Date	05 JUNE 2020

File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.



Department of Environment, Land, Water & Planning

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Produced 07/08/2020 10:52:49 AM

Status	Registered	Dealing Number	AS477633S
Date and Time Lodged	27/08/2019 06:32:47 PM		

Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	MYM:S173LC 6682427

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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Estate and/or Interest

FEE SIMPLE

Land Title Reference

9948/441

Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	MACEDON RANGES SHIRE COUNCIL
Address	
Street Number	129
Street Name	MOLLISON
Street Type	STREET
Locality	KYNETON
State	VIC
Postcode	3444

Additional Details

Refer Image Instrument



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

The applicant requests the recording of this Instrument in the Register.

Execution

1. The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	MACEDON RANGES SHIRE COUNCIL
Signer Name	DAVID LITWIN
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	27 AUGUST 2019

File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Victorian Land Registry Services.

Document Type	Instrument
Document Identification	AS477633S
Number of Pages (excluding this cover sheet)	11
Document Assembled	

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The document is invalid if this cover sheet is removed or altered.



SECTION 173 AGREEMENT PLANNING AND ENVIRONMENT ACT 1987

MACEDON RANGES SHIRE COUNCIL

Responsible Authority

- and -

DUNCAN MCHUGH CLAY CAMPBELL

Owner

in relation to land at:
11 McKim Road, Gisborne

2RJW:21503951

Harwood Andrews
ABN 98 076 868 034
70 Gheringhap Street, Geelong 3220, Victoria, Australia
DX 22019 Geelong
PO Box 101 Geelong Vic 3220

T 03 5225 5225 F 03 5225 5222

THIS AGREEMENT is made on 27/8/19 2019.

PARTIES:

1. **Macedon Ranges Shire Council**, of 129 Mollison Street, Kyneton, Victoria
(Responsible Authority)
2. **Duncan McHugh Clay Campbell** of 73 Gower Street, Kensington, Victoria
(Owner)

RECITALS:

- R.1. The Owner is the registered proprietor of the Land.
- R.2. The Responsible Authority is responsible for the administration and enforcement of the Planning Scheme pursuant to the provisions of the Act.
- R.3. The Responsible Authority issued the Permit at the direction of the Victorian Civil and Administrative Tribunal.
- R.4. This Agreement is entered into between the Responsible Authority and the Owner pursuant to section 173 of the Act:
 - a. to seek the Responsible Authority's support for an extension of time to the Permit; and
 - b. in order to achieve the objectives of planning in Victoria.
- R.5. As at the date of this Agreement, the Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

In this Agreement unless inconsistent with the context or subject matter:

- 1.1. **Act** means the *Planning and Environment Act 1987*.
- 1.2. **Adjustment Index** means:
 - the Building Price Index Melbourne as published in the latest edition of Rawlinsons Australian Construction Handbook or if this index is not available by reference to the Australian Bureau of Statistics (ABS) Producer Price Index, Output of General Construction Industry – Victoria publication series 6427.0 Tables 15 and 16 or if this index is not available to the nearest like Index published by the ABS for Melbourne or Victoria; or
 - the CPI (all groups) Melbourne,whichever is the greater.
- 1.3. **Agreement** means this Agreement and any agreement executed by the parties varying or expressed to be supplemental to this Agreement.
- 1.4. **Current Address for Service**

- 1.4.1. for the Responsible Authority means the address shown on page 1 of this Agreement, or any other principal office address listed on the website of the Responsible Authority; and
- 1.4.2. for the Owner means the address shown on page 1 of this Agreement or any other address provided by the Owner to the Responsible Authority for any purpose or purposes relating to the Land.
- 1.5. **Current Email Address for Service**
- 1.5.1. for the Responsible Authority means mrsc@mrsc.vic.gov.au, or any other email address listed on the website of the Responsible Authority; and
- 1.5.2. for the Owner means any email address provided by the Owner to the Responsible Authority for the express purpose of electronic communication regarding this Agreement.
- 1.6. **Contact Number for Service**
- 1.6.1. for the Responsible Authority means 03 5422 0333, or any other facsimile number list on the website for the Responsible Authority; and
- 1.6.2. for the Owner means any facsimile number provided by the Owner to the Responsible Authority for the express purpose of facsimile communication regarding this Agreement.
- 1.7. **Demand Unit** means in the first instance each lot intended to be used for a dwelling except that where a lot is, by its shape and area, intended to be used and developed for more than one dwelling, then it means each dwelling.
- 1.8. **Developable Land** means land which is capable of being developed for residential purposes and includes all land set aside for roads but not land within an open space reserve, a tree reserve or a drainage reserve which is required to be set aside for those purposes by the Responsible Authority.
- 1.9. **Development Contribution** means the amount set out in Schedule 1.
- 1.10. **Endorsed Plan** means the plans endorsed with the stamp of the Responsible Authority from time to time as the plan which forms part of the Permit.
- 1.11. **Gisborne Development Contribution Plan** means the Gisborne Development Contribution Plan dated April 2013.
- 1.12. **Land** means the land situated at 11 McKim Road, Gisborne being the land referred to in the certificate of title 9948 folio 441 and any reference to the Land includes any lot created by the subdivision of the Land or any part of it.
- 1.13. **Lot** means a lot on the Plan of Subdivision.
- 1.14. **Mortgagee** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Land or any part of it.
- 1.15. **Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of the Land or any part of it, and includes a Mortgagee in possession.
- 1.16. **Owner's Obligations** means the covenants, promises, agreements, indemnities, undertakings and warranties given by the Owner under this Agreement including the specific obligations imposed under clause 3.

- 1.17. **Party** or **Parties** means the Owner and the Responsible Authority under this Agreement as appropriate.
- 1.18. **Permit** means planning permit no. 2100127 as amended from time to time, issued on 4 May 2012, authorising the subdivision of the Land in accordance with the Endorsed Plan.
- 1.19. **Planning Scheme** means the Macedon Ranges Planning Scheme and any successor instrument or other planning scheme which applies to the Land.
- 1.20. **Plan of Subdivision** means a plan of subdivision which is not a procedural plan but a plan that upon registration creates an additional lot which can be disposed of separately and is by its areas and dimensions intended to be used for a dwelling consistent with the purposes of the zone or which can be re-subdivided.
- 1.21. **Public Open Space Contribution** means an amount equal to 5 per cent of the value of the Land which is to be calculated as if the contribution was required under the *Subdivision Act 1988*.
- 1.22. **Responsible Authority** means Macedon Ranges Shire Council in its capacity as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, officers, employees, servants, workers and contractors and any subsequent person or body which is the responsible authority or municipal council.
- 1.23. **Stage** means a stage as depicted on the Plan of Subdivision of the Land.
- 1.24. **Statement of Compliance** means a Statement of Compliance under the *Subdivision Act 1988*.

2. INTERPRETATION

- 2.1. In the interpretation of this Agreement unless inconsistent with the context or subject matter:
 - 2.1.1. The singular includes the plural and the plural includes the singular.
 - 2.1.2. A reference to a gender includes a reference to all other genders.
 - 2.1.3. Words (including defined expressions) denoting persons will be deemed to include all trusts, bodies and associations, corporate or unincorporated, and vice versa.
 - 2.1.4. A reference to a person includes a reference to a firm, corporation, association or other entity and their successors in law.
 - 2.1.5. A reference to a statute includes any statute amending, consolidating or replacing that statute and includes any subordinate instruments made under that statute.
 - 2.1.6. The Recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.
 - 2.1.7. Any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally.

- 4 -

- 2.1.8. References to the parties will include their transferees, heirs, assigns, and liquidators, executors and legal personal representatives as the case may be.
- 2.1.9. Reference to a document or agreement includes reference to that document or agreement as changed, novated or replaced from time to time.
- 2.1.10. Where a word or phrase is given a definite meaning in this Agreement, a part of speech or other grammatical form for that word or phrase has a corresponding meaning.
- 2.1.11. The Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Land; and
- 2.1.12. Any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. SPECIFIC OBLIGATIONS OF THE OWNER

- 3.1. Prior to the issue of a Statement of Compliance for any Stage of the subdivision authorised by the Permit, the Owner must pay to the Responsible Authority:

Development Contribution

- 3.1.1. the Development Contribution in respect of each Demand Unit or part thereof contained in the Plan of Subdivision;

Indexation

- 3.1.2. the amount of the Development Contribution must be adjusted on 1 December of each year until it is paid by the Adjustment Index;

Public Open Space Contribution

- 3.1.3. the Public Open Space Contribution to the Responsible Authority.
- 3.2. The Owner must ensure that any fencing constructed on the eastern boundary of Lot 5 and the western boundary of Lot 10 as identified on the Plan of Subdivision will be post and wire fencing, unless the further written consent of the Responsible Authority is obtained.

4. SPECIFIC OBLIGATIONS OF THE RESPONSIBLE AUTHORITY CONCERNING THE CONTRIBUTIONS

The Responsible Authority acknowledges and agrees that:

- 4.1. it will, in respect if any Development Contributions received pursuant to this Agreement, keep proper records and accounts in accordance with its obligations under the *Local Government Act 1989*; and
- 4.2. it will apply the Development Contributions received pursuant to this Agreement for the purposes of providing infrastructure to support urban development of the Land and other urban land in the general vicinity of the Land.

5. FURTHER COVENANTS OF THE OWNER

The Owner warrants and covenants with the Responsible Authority that:

- 5.1. it is the registered proprietor (or entitled to be so) of the Land;
- 5.2. save as shown in the certificate of title to the Land, there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the Land or any part of it and not disclosed by the usual searches;
- 5.3. neither the Land nor any part of it is subject to any right obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in section 42 of the *Transfer of Land Act 1958* (Vic).
- 5.4. it will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of it without first providing to its successors a copy of this Agreement.
- 5.5. it will within 14 days of written demand pay to the Responsible Authority the Responsible Authority's reasonable costs (including legal or other professional costs) and expenses of and incidental to the:
 - 5.5.1. negotiation, preparation, review, execution and recording of this Agreement on the Register, in accordance with the Act; and
 - 5.5.2. assessment, negotiation, preparation, execution and recording of any amendment proposed by the Owner to this Agreement;
 - 5.5.3. removal of this Agreement from the Register once ended;

To the extent that such costs and expenses constitute legal professional costs, the Responsible Authority may at its absolute discretion have these costs assessed by the Law Institute of Victoria and in that event the parties will be bound by the amount of that assessment, with any fee for obtaining such an assessment being borne equally by the Responsible Authority and the Owner. Such costs payable by the Owner will include the costs and disbursements associated with the recording, cancellation or alteration of this Agreement in the Register.

- 5.6. it must do all that is necessary to enable the Responsible Authority to make application to the Registrar of Titles to record this Agreement in the Register on the certificate of title to the Land in accordance with the Act, including the signing of any further agreement, acknowledgment or other document.
- 5.7. until such time as this Agreement is recorded in the Register, the Owner must ensure that successors in title will give effect to this Agreement, and do all acts and sign all documents which will require those successors to give effect to this Agreement, including executing a deed agreeing to be bound by the terms of this Agreement.

6. FURTHER ASSURANCE

The Parties to this Agreement will do all things necessary (including signing any further agreement, acknowledgement or document) to give full effect to the terms of this Agreement and to enable this Agreement to be recorded in the Register in accordance with the Act.

7. AMENDMENT

This Agreement may be amended only in accordance with the requirements of the Act.

8. NO WAIVER

No waiver by any party of any default in the strict and literal performance of or compliance with any provision, condition or requirement in this Agreement will be deemed to be a waiver of strict and literal performance of and compliance with any other provision, condition or requirement of this Agreement nor to be a waiver of or in any way release any Party from compliance with any provision, condition or requirement in the future nor will any delay or omission of any Party to exercise any right under this Agreement in any manner impair the exercise of such right accruing to it thereafter.

9. NO FETTERING OF POWERS OF RESPONSIBLE AUTHORITY

The Parties acknowledge and agree that this Agreement does not fetter or restrict the power or discretion of the Responsible Authority 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 Land or relating to any use or development of the Land.

10. NOTICES

All notices and other communications under this Agreement will be sent by prepaid mail, by hand delivery, email or by facsimile to the Current Addresses for Service, Current Email Address for Service or Current Number for Service of the Parties, and may be sent by an agent of the Party sending the notice. Each notice or communication will be deemed to have been duly received:

- 10.1. not later than two business days after being deposited in the mail with postage prepaid;
- 10.2. when delivered by hand;
- 10.3. if sent by email, at the time of receipt in accordance with the *Electronic Transactions (Victoria) Act 2000*; or
- 10.4. if sent by facsimile transmission upon completion of that transmission and production of a transmission report stating that the facsimile was sent to the addressee's facsimile number.

11. INVALIDITY OF ANY CLAUSE

Notwithstanding anything to the contrary in this Agreement, if any provision of this Agreement will be invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provisions will be and continue to be valid and enforceable in accordance with those terms.

12. AGREEMENT BINDING ON SUCCESSORS OF OWNERS

This Agreement will extend to and bind the Owner's successors, assigns, administrators, transferees and legal personal representatives and the obligations imposed upon them will also be binding on their successors, transferees, purchasers, mortgagees and assigns as if each of them had separately executed this Agreement.

13. JOINT OBLIGATIONS

In the case of each party that consists of more than one person (including in that expression any corporation) each of those persons covenants, agrees and declares that all of the covenants, agreements, declarations and consents contained in this Agreement and made and given by that party have been entered into, made and given and are binding upon that person both severally and also jointly with the other person or persons constituting that party.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all previous agreements or understandings between the Parties in connection with its subject matter.

15. COMMENCEMENT AND ENDING OF AGREEMENT

15.1. This Agreement will commence:

15.1.1. on date that it bears; or

15.1.2. if it bears no date, on the date it is recorded in the Register.

15.2. This Agreement will end in any of the following circumstances:

15.2.1. on payment of the amounts set out in clause 3.1;

15.2.2. by agreement between the Parties; or

15.2.3. otherwise in accordance with the provisions of the Act.

- 8 -

Signing Page

Signed, sealed and delivered as a deed by the Parties.

The Common Seal of Macedon Ranges
Shire Council was hereunto affixed in the
presence of:



.....
.....

Chief Executive Officer

Councillor

SIGNED on behalf of
DUNCAN MCHUGH CLAY CAMPBELL:

.....
Signed by DUNCAN MCHUGH CLAY CAMPBELL

.....

in the presence of:

.....

Witness

- 9 -

MORTGAGEE'S CONSENT

WESTPAC BANKING CORPORATION as Mortgagee under Instrument of Mortgage No. AH006117P 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 terms and conditions of this Agreement.

DATED:

Executed for and on behalf of

WESTPAC BANKING CORPORATION

- 10 -

Schedule 1 – Development Contribution

\$410.35 per Demand Unit

AS4776335