

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

VOLUME 12293 FOLIO 339

Security no : 124112751942U
Produced 19/02/2024 12:03 PM

LAND DESCRIPTION

Lot 10 on Plan of Subdivision 827248B.
PARENT TITLE Volume 10584 Folio 114
Created by instrument PS827248B 25/03/2021

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
SILVERWOODS PROJECTS PTY LTD of 1 ROSELLA PLACE YARRAWONGA VIC 3730
AX498051E 29/11/2023

ENCUMBRANCES, CAVEATS AND NOTICES

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
AB669212W 01/11/2002

AGREEMENT Section 173 Planning and Environment Act 1987
AU082777A 25/02/2021

DIAGRAM LOCATION

SEE PS827248B FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AX497308X (E)	NOMINATION OF ECT TO LC	Completed	29/11/2023
AX498051E (E)	TRANSFER	Registered	29/11/2023

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

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

Street Address: 14 LOMANDRA COURT YARRAWONGA VIC 3730

ADMINISTRATIVE NOTICES

NIL

eCT Control 19392W MICHAEL R COLDHAM & ASSOCIATES
Effective from 29/11/2023

DOCUMENT 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	AB669212W
Number of Pages (excluding this cover sheet)	15
Document Assembled	15/12/2021 15:18

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Victorian Land Registry Services Pty. Ltd. ABN 86 627 986 396 as trustee for the Victorian Land Registry Services Trust ABN 83 206 746 897 accept responsibility for any subsequent release, publication or reproduction of the information.

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



AB669212W



Form 13

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: Russell Kennedy
Phone: 9609 1555
Address: 469 La Trobe Street, Melbourne, Vic 3000
Ref: AJS 115581/685
Customer Code: 1513M

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: Lots 1, 2, 3, 4 and 5 on plan of subdivision 438714R being the whole of the land in certificates of title volume 10584 folios 110 to 114 (both inclusive)

Authority: Moira Shire Council of 44 Station Street, Cobram Vic 3644

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: *[Signature]*

Name of Officer: *PETER STENHOUSE*

Date: *23/10/02*

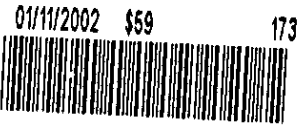
B 11/11/02



DAB669212W-1-6

MOIRA SHIRE COUNCIL

AB669212W



and

**COBRAM MOTORS PTY LTD
(ACN 005 467 836)**

and

**POULTNEY PTY LTD
(ACN 005 100 934
[Registered Proprietor to be confirmed])**

**AGREEMENT MADE PURSUANT TO SECTION 173 OF
THE PLANNING AND ENVIRONMENT ACT 1987**

**"Intersection Roadworks
Botts Road/Murray Valley Highway"**



**RUSSELL
KENNEDY**
S O L I C I T O R S

Levels 10 & 11
469 La Trobe Street
Melbourne Victoria 3000
DX 494 Melbourne

Telephone 61 3 9609 1555
Facsimile 61 3 9609 1600

Ref: -AJS:115581/676



**RUSSELL KENNEDY
MELBOURNE**

DEED OF AGREEMENT

AB669212W



THIS AGREEMENT is made the 25th day of May 2001

BETWEEN **THE MOIRA SHIRE COUNCIL**
of Melville Street, Numurkah Victoria 3636 ("the Council")

AND
COBRAM MOTORS PTY LTD (ACN 005 467 836
of 157 Maude Street Shepparton, Victoria and
POULTNEY PTY LTD (ACN 005 100 934)
of 766 Elizabeth Street Melbourne, Victoria ("the Owner")



INTRODUCTION

- A The Council is the responsible authority for the administration of the Planning Scheme (the "Scheme") pursuant to the provisions of the Planning and Environment Act 1987.
- B The Owner is registered as proprietor of the land contained in Lot 1 Plan of Subdivision 345523R, Lot 1 Plan of Subdivision 430190T (Certificate of Title Volume 10520 Folio 911) and Lot 2 Plan of Subdivision 430189C (Certificate of Title Volume 10563 Folio 373) (the "Land").
- C A town planning permit, namely TP00/070 (the "Permit") has been granted for a 9 lot subdivision (the "Plan of Subdivision").
- D Pursuant to the permit and the requirements of VicRoads the Owner has agreed that the subsequent development of proposed Lots 1, 2, 3, 4 and 5 (the 5 lots") approved under this permit will carry with them an obligation to contribute to or carry out roadworks at the intersection of Botts Road and Murray Valley Highway (the "Intersection Road Works"). As the Intersection Road Works are not immediately required the future construction (and payment for it) is to be secured pursuant to this Agreement.

IT IS AGREED

- 1 In this Agreement, the words set out in this clause shall have the following meanings unless otherwise indicated by the context:
 - 1.1 "Land" means the land described in recital B of this Agreement.
 - 1.2 "Permit" means the town planning permit issued by the Council, and amended on 10 May 2001, which is referred to in recital C, a copy of which is attached to this Agreement.
 - 1.3 "5 lots" means the proposed lots 1, 2, 3, 4 and 5 referred to in Recital D and generally designated on the plan attached to this agreement.

1.4 "Plan of Subdivision" means the proposed Plan of Subdivision of the Land, generally delineated on the plan attached to this agreement.

2 COVENANTS OF THE OWNER



DAB669212W-4-1

The Owner covenants and agrees as follows:

- 2.1 Prior to the approval of any subsequent subdivisional development of any of the 5 lots a design and construction plan of the Intersection Road Works shall be submitted, to the satisfaction of the Council and having been first approved by VicRoads.
- 2.2 The design and construction plans shall include as a minimum a deceleration lane from the west, a turning lane from the east, road widening at the relevant intersection and street lighting.
- 2.3 Any and all design and construction of roadworks must be in accordance with the Aust Road Guidelines, at a location, and to a standard, acceptable to VicRoads Regional Manager, North Eastern.
- 2.4 That the Owner of the 5 lots shall be obliged to make a contribution of \$130,000 to the cost of carrying out the Intersection Road Works (plus CPI from the date of the agreement until the date of payment) apportioned over the 5 lots as provided in clause 2.5 with the time for making such payment or payments provided in clause 2.6.
- 2.5 The Intersection Road Works shall be implemented in two stages dependent upon the relevant level of subdivisional development across the 5 lots, as follows:
 - 2.5.1 Stage 1 - a left turn lane into Botts Road, together with appropriate street lighting, shall be required prior to the issue of a statement of compliance for any plan of subdivision which includes 10 further lots being created, that is further to the 9 lots created in the Plan of Subdivision;
 - 2.5.2 Stage 2 - a right turn lane into Botts Road, together with appropriate street lighting and road widening of the Murray Valley Highway, shall be required prior to the issue of a statement of compliance for any plan of subdivision which includes 30 further lots being created, that is further to the Plan of Subdivision;
 - 2.5.3 the cost of carrying out the Intersection Road Works shall be apportioned among the 5 lots, as follows:
 - 2.5.3.1 lot 1 - \$19,500
 - 2.5.3.2 lot 2 - \$26,000
 - 2.5.3.3 lot 3 - \$26,000
 - 2.5.3.4 lot 4 - \$39,000

AB669212W

01/11/2002 \$59 173



AB669212W

01/11/2002 \$59 173



3

2.5.3.5 lot 5 - \$19,500

provided however the relevant contributions in respect of each of the 5 lots shall be adjusted upwards by the appropriate CPI increase as otherwise provided in this Agreement.

2.6 At the time the Owner (or one of the owners, if any of the 5 lots has been transferred) needs to initiate either Stage 1 or Stage 2 of the Intersection Road Works, or both stages, the following shall apply:

2.6.1 the owner undertaking the relevant subdivision ("the Developing Owner") will request that Council initiate either Stage 1 or Stage 2 (or both if applicable) of the Intersection Roadworks;

2.6.2 the Developing Owner shall pay the Council the contribution (as provided in clause 2.5.3) toward the cost of the Intersection Road Works applying to those lots, of the 5 lots, which are part of the subdivision which has triggered the need for the Intersection Road Works;

2.6.3 the Council will carry the cost of any balance of the Intersection Road Works in respect of any of the 5 lots not included in the subdivision which triggered the need for either Stage 1 or Stage 2 (or both stages) of the Intersection Road Works;

2.6.4 upon the subsequent subdivisional development of any of the 5 lots, in respect of which the Council has been carrying the relevant contribution as provided in clause 2.6.3, the Owner of that further developing lot shall be obliged to make its contribution to the Intersection Road Works to the Council as provided in clause 2.5.3.



DAB669212W-5-9

2.7 Nothing in this agreement relieves the Owner from any separate or additional obligation in respect of contribution towards, or the construction of, roadworks which is assessed to apply independently of development other than subdivisional development or comes into existence via planning controls such as those contemplated under clause 7.1.2 of the agreement.

2.8 Where any construction or access requires activities within any declared road reserve the work must be performed in accordance with the relevant sections of VicRoads Standard Specifications for Roadworks, and the procedures described in "VicRoads - Work Site Traffic Management Manual".

2.9 A Road Works Traffic Management Plan must be submitted to VicRoads for approval at least seven days prior to any works above commencing within any declared road reserve.

2.10 That until such time as a memorandum of this Agreement is registered on the title to the land pursuant to section 181 of the Act, the Owner shall ensure that his successors in title give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement including requiring the successor in title to execute a deed agreeing to be bound by the terms of this Agreement and that until such

time as such deed is executed, the Owner being the party to this Agreement shall remain liable to perform the obligations contained in this Agreement.

- 2.11 That this Agreement is made pursuant to Division 2 of Part 9 of the Act.
- 2.12 That the Owner shall do all things necessary (including signing any further agreement, acknowledgment or document) to enable the Council to enter a memorandum of this Agreement upon part of the land as provided in clause 4.
- 2.13 That the Owner agrees to pay on demand to the Council the Council's costs and expenses (including any legal fees incurred on a solicitor-client basis) of and incidental to the preparation, execution and registration of this Agreement.

3 COUNCIL COVENANTS

- 3.1 The Council covenants and agrees that upon the request of the relevant Owner, and upon payment to Council of the required contributions to the cost of the Intersection Road Works, to initiate and expeditiously complete the Intersection Road Works in accordance with the provision of this Agreement.

4 REGISTRATION OF AGREEMENT



The Owner covenants to:

- 4.1 Consent to the Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the folios of the Register which relate to the 5 lots in accordance with Section 181 of the Act.
- 4.2 Not sell transfer or otherwise deal with the 5 lots until such time as this Agreement has been registered over the 5 lots.
- 4.3 Immediately upon registration of the Plan of Subdivision creating the 5 lots as separate titles immediately do all things necessary to expeditiously facilitate the registration of this Agreement over the 5 lots.

5 INTERPRETATION

- 5.1 A reference to one gender includes a reference to the other gender.
- 5.2 A reference to a person includes a reference to a firm, corporation or other corporate body as the case may be.
- 5.3 Unless the context indicates otherwise, the singular includes the plural and the plural includes the singular.
- 5.4 If the owner is more than one person, this Agreement binds them jointly and each of them severally.

6 COMMENCEMENT

This Agreement shall come into force immediately upon execution by both parties.



or some other date



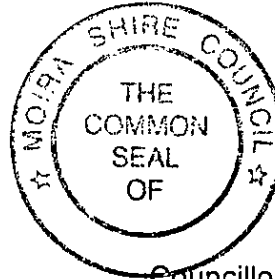
DRB669212W-7-5

7 TERMINATION OF AGREEMENT

- 7.1 This Agreement shall cease to operate upon the earlier of either:
 - 7.1.1 completion of all of the Intersection Road Works as contemplated in clause 2; or
 - 7.1.2 the bringing into existence of a Development Plan approved pursuant to a Development Plan Overlay or some other form of statutory planning control which provides for the contribution of the relevant landowner, at the relevant time, to the Intersection Road Works;
- 7.2 On the ending of this Agreement the council shall tell the Registrar that the Agreement has ended.

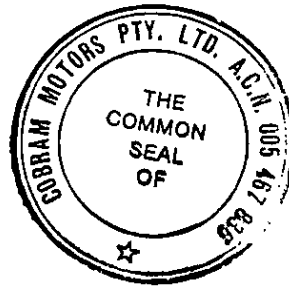
EXECUTED as an agreement.

THE COMMON SEAL OF THE MOIRA SHIRE COUNCIL WAS HERETO AFFIXED THIS



..... Councillor
 Councillor
 Chief Executive Officer

THE COMMON SEAL of COBRAM MOTORS PTY LTD (ACN 005 467 836) was affixed in the presence of an authorised person:

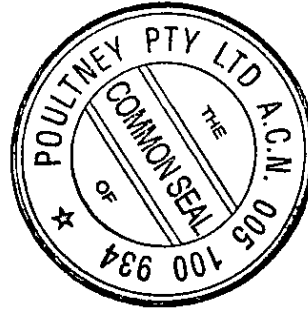


Elizabeth Mary White
 Full name

387 The Boulevard East Ivanhoe
Usual address

Elizabeth Mary White
387 The Boulevard
East Ivanhoe 3079

THE COMMON SEAL of POULTNEY PTY LTD (ACN 005 100 934) was affixed in the presence of an authorised person:



[Signature]
Sole director and sole company secretary

WILLIAM D. JANG
Full name

43/238 THE AVENUE PARKVILLE 3052
Usual address

[Signature]

William . K. JANG .

6 ORAVEL ST NTH BRUYN 3104 .



DAB669212W-8-3

Moira Shire Council
Municipal Offices
Melville Street
Numurkah Vic 3636

PLANNING & ENVIRONMENT ACT 1987
PLANNING & ENVIRONMENT REGULATIONS 1988

Form 4.4

Tel: 03 5862 0222
Fax: 03 5862 2272

PLANNING PERMIT

APPLICATION NUMBER:	TP00/070
PLANNING SCHEME:	Moira Planning Scheme
RESPONSIBLE AUTHORITY:	Moira Shire Council
ADDRESS OF THE LAND:	Botts Road
PARISH OR SUBURB:	Yarrowonga
C/A OR TITLE DETAILS:	Lot 1 PS 345523R, Lot 1 PS 430190T, Lot 2 PS 430189C

THE PERMIT ALLOWS: The land to be subdivided in accordance with the endorsed plans

Vary the location of the powerline easements E-3, E-4, E-9 and E-10 created in PS 345523R over the lands in PS 345523R and lot 1 in PS 430190T

Vary the location of the water supply easements E-4, E-5, E-6 and E-10 created in PS 345523R over the lands in PS 345523R and lot 1 in PS 430190T

Vary the location of the drainage easements E-6, E-7, E-9, E-10 created in PS 345523R including granting those in favour of the Moira Shire and amending those to create certain drainage reserves in favour of the Moira Shire.



The following conditions apply to this permit:

1 Prior the issue of any statement of compliance in respect of this subdivision amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit, replacing any previously endorsed plans under the permit. Plans must be drawn to scale with dimensions and three copies must be provided. The plans must generally be in accordance with the original plans submitted with the application but modified to show:

1.1 access from the proposed lot 6 to Murray Valley Highway;

PLANNING PERMIT

NUMBER: TP00/070

SIGNATURE FOR THE RESPONSIBLE AUTHORITY

DATE ISSUED: 28 April 2000
DATE AMENDED: 10 May 2001



The following conditions apply to this permit:

- 1.2 designating roads to be constructed as part of this Plan of Subdivision and designating potential road layout plan for subsequent subdivisional development of the super lots created in this plan;
- 1.3 drainage reserves to be transferred to the Responsible Authority and easements to be created in favour of the Responsible Authority or relevant referral authority to make provision for the Overall Drainage Plan as otherwise provided in this permit;
- 1.4 specifying the buffer distance to the Murray Valley Highway.
- 2 Vehicular crossings shall be constructed to all lots to a standard required by the Responsible Authority.
- 3 Where a new crossing is required, such crossing shall be constructed to the satisfaction of the Responsible Authority, and the existing redundant crossing shall be removed at the owner's cost unless the Responsible Authority approves otherwise in writing.
- 4 The drainage of stormwater and other water runoff within and from the land is to be provided in accordance with a drainage scheme, referred to as the Overall Drainage Plan, submitted to and approved by the Responsible Authority before the development is commenced. The Overall Drainage Plan shall be otherwise to the satisfaction of the Responsible Authority and shall provide:
 - 4.1 for land to be set aside as reserves to vest in the Responsible Authority upon registration of the Plan of Subdivision;
 - 4.2 easements, to the satisfaction of the Responsible Authority, necessary to give effect to the Overall Drainage Plan;
- 5 Prior to the issue of a Statement of Compliance in respect of the subdivision the operator under the permit shall procure the transfer to the Responsible Authority of the necessary reserve or reserves, together with any necessary easement rights, at no cost to the Responsible Authority, over the land to the north east and adjoining the proposed subdivision, necessary to facilitate the Overall Drainage Plan.
- 6 In accordance with clause 52.01 of the Moira Planning Scheme, a cash contribution of \$28,000 for Public Open Space in respect of the subdivision shall be paid to the Responsible Authority prior to the issue of a Statement of Compliance for the first stage of the subdivision.
- 7 Only a single dwelling shall be erected on each of the lots created by this permit without the need to connect to reticulated water and sewerage systems.

ASSETS AND INFRASTRUCTURE CONDITIONS

- 8 The works covered in this permit must be certified by a person qualified, to the satisfaction of the Responsible Authority, in the aspects, of the work which form part of this development.
- 9 All road surfaces must be constructed with a 14mm/7mm two coat polymer seal over a primed pavement.

PLANNING PERMIT

SIGNATURE FOR THE RESPONSIBLE AUTHORITY

NUMBER: TP00/070

DATE ISSUED: 28 April 2000
DATE AMENDED: May 2001



DAB669212W-11-2

The following conditions apply to this permit:

- 10 The developer is required to fully construct the proposed road in accordance with plans and specifications approved by Council prior to construction.
- 11 All construction works are to be conducted in accordance to sediment control principles outlined in "Construction Techniques for Sediment Control (EPA 1991).
- 12 A landscaping plan is to be submitted to the Responsible Authority for approval prior to commencement of the development.
- 13 The proposed road is to be extended to provide access to Lot 8 on the submitted plans.
- 14 Prior to the issue of a Statement of Compliance for the subdivision the owner of the land shall be required to enter into a section 173 agreement with the Responsible Authority, to the following effect:
 - 14.1 requiring that any subsequent development of the proposed lot 6 by future subdivision shall ensure that access to that subsequent development includes a road constructed from Jane Road proposed under this permit through to the Murray Valley Highway generally in accordance with the endorsed plans under this permit, at the cost of the then owner of lot 6;
 - 14.2 the specification and standard of construction of the proposed road through lot 6 shall be appropriate to meet traffic demands from the anticipated long term residential or other development of the balance of the land in this permit and other land in accordance with the appropriate traffic analysis;
 - 14.3 that the construction of such road through and servicing the proposed Lot 6 shall include:
 - 14.3.1 a "dog leg" or angled entry from Murray Valley Highway to meet the requirements of VicRoads;
 - 14.3.2 a deceleration and left turn lane (when travelling from the west) into the proposed Lot 6;
 - 14.3.3 a minimum of a one metre widening (over 50 metres length) on the southern side of the Murray Valley Highway;

all to the satisfaction of the Responsible Authority.
 - 14.4 any costs associated with a subsequent development of the road through lot 6 shall be at the entire cost of the owner of lot 6;

VICROADS CONDITIONS

- 15 Prior to the issue of a Statement of Compliance for the subdivision, the operator under the permit must enter into an agreement with the Responsible Authority relating to road works required for the Botts Road and Murray Valley Highway intersection (the "Intersection Road Works"), to be imposed upon the subsequent development of proposed lots 1, 2, 3, 4 and 5 (the "5 lots"), approved under this permit. Such agreement including conditions as follows:

PLANNING PERMIT

NUMBER: TP00/070

SIGNATURE FOR THE RESPONSIBLE AUTHORITY

**DATE ISSUED: 28 April 2000
DATE AMENDED: May 2001**

The following conditions apply to this permit:

- 15.1 the section 173 agreement shall be prepared at the cost of the operator under this permit, including the Responsible Authority's reasonable costs and registered on the titles to the land created for the 5 lots;
- 15.2 prior to the approval of any subsequent development of any of the 5 lots a design and construction plan of the Intersection Road Works shall be submitted, to the satisfaction of the Responsible Authority and having been first approved by VicRoads;
- 15.3 the design and construction plans shall include as a minimum a deceleration lane from the west, a turning lane from the east, road widening at the relevant intersection and street lighting;
- 15.4 any and all design and construction of roadworks must be design and construction in accordance with the Aust Roads Guidelines, at a location, and to a standard, acceptable to VicRoads Regional Manager, North Eastern;
- 15.5 the Intersection Road Works required at the Botts Road/Murray Valley Highway intersection shall be implemented on a staged basis dependent upon the relevant level of subdivisional development across the 5 lots, as follows:
 - 15.5.1 a left turn lane into Botts Road, together with appropriate street lighting, shall be required prior to the issue of a statement of compliance for any plan of subdivision which includes 10 further lots being created, that is further to the 9 lots created pursuant to this permit;
 - 15.5.2 a right turn lane, into Botts Road, together with appropriate street lighting and road widening of the Murray Valley Highway, shall be required prior to the issue of a statement of compliance for any plan of subdivision which includes 30 further lots being created, that is further to the 9 lots created pursuant to this permit;
 - 15.5.3 the cost of carrying out the Intersection Road Works shall be apportioned among the 5 lots affected by this condition on the basis to be provided in the section 173 agreement, to the satisfaction of the Responsible Authority.
- 15.6 The proposed section 173 agreement under this condition shall end upon the bringing into existence of a Development Plan approved pursuant to a Development Plan Overlay or some other form of statutory planning control which provides for the contribution of the relevant landowner, at the relevant time, to the Intersection Road Works.
- 15.7 Where any construction of access requires activities within any declared road reserve the work must be performed in accordance with the relevant sections of VicRoads Standard Specifications for Roadworks, and the procedures described in "VicRoads - Work Site Traffic Management Manual";



DAB669212W-12-6

PLANNING PERMIT

SIGNATURE FOR THE RESPONSIBLE AUTHORITY

EXS 26151V10 LSN

NUMBER: TP00/070

DATE ISSUED: 28 April 2000
DATE AMENDED: May 2001

The following conditions apply to this permit:

- 15.8 A Roadworks Traffic Management Plan must be submitted to VicRoads for approval at least 7 days prior to any works above commencing within the declared road reserve.
- 16 The above requirements including the preparation of any Section 173 Agreement, the design and construction of all roadworks, are at no cost to VicRoads.
- 17 The final Plan of Subdivision submitted for certification must be referred to VicRoads in accordance with Section 8 of the Subdivision Act 1988.
- 18 The discharge of concentrated drainage into the declared road drains or culverts will not be permitted.

TELSTRA CONDITIONS



- 19 The operator under the permit shall:
 - 19.1 enter into an agreement with Telstra or other licensed telecommunications carrier for the satisfactory provision of telephone cable reticulation one (1) metre into each allotment created.
 - 19.2 set aside on the plan of subdivision, reserve/s satisfactory to Telstra, for Telecommunications substation/s if required.
 - 19.3 ensure that the plan of subdivision submitted for certification be referred to Telstra or other licensed telecommunications carrier, whichever is appropriate, in accordance with Section 8 of the *Subdivision Act 1988*.

NORTH EAST REGION WATER AUTHORITY CONDITIONS

- 20 Prior to the issue of a Statement of Compliance for the subdivision the applicant must in respect of lots 1, 2, 3, & 5 pay to the North East Region Water Authority a contribution of money towards the water supply system supplying the area.
- 21 That the owner/applicant shall enter into an agreement with the North East Region Water Authority for the supply of water to serve lots 1, 2, 3 & 5 of the subdivision, at the applicant's cost, and in accordance with the Authority's specifications and requirements.
- 22 Any private water services must not traverse property boundaries and must be supplied independently from an approved point of supply.
- 23 The plan of subdivision submitted for certification must be referred to the Authority in accordance with Section 8 of the Subdivision Act 1988.

POWERCOR AUSTRALIA CONDITIONS

- 24 The Plan of Subdivision submitted for certification under the Subdivision Act 1988 shall be referred to Powercor Australia Ltd in accordance with Section 8 of that Act.
- 25 The applicant shall enter into an agreement with Powercor Australia Ltd for the supply of electricity to each lot and for the extension, augmentation or re-arrangement of any existing electricity supply system, as required by Powercor Australia Ltd, subject to

PLANNING PERMIT

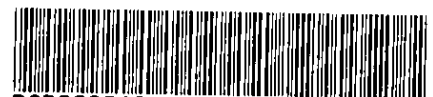
NUMBER: TP00/070

SIGNATURE FOR THE RESPONSIBLE AUTHORITY

DATE ISSUED: 28 April 2000
DATE AMENDED: May 2001

The following conditions apply to this permit:

- Powercor Australia Ltd being able to provide a supply of electricity. (A payment to cover the cost of such work will be required). In the event that a supply cannot be provided, the applicant shall provide a written undertaking to Powercor Australia Ltd that prospective purchasers will be so informed.
- 26 Where buildings or other installations exist on the land to be subdivided and are connected to the electricity supply, they shall be brought into compliance with the Supply and Installation Rules issued by the Local Government Electricity Supply Association (Vic) and the State Electricity Commission to the extent determined by Powercor Australia.
- 27 The applicant shall re-arrange, to the satisfaction of Powercor Australia Ltd, any existing private electric lines that cross boundaries of the proposed lots to supply existing installations. Such lines shall be constructed with underground cables.
- 28 The applicant shall set aside on the Plan of Subdivision for the use of Powercor Australia Ltd reserves satisfactory to Powercor Australia Ltd where any electric substation (other than a pole mounted type) is required to service the subdivision.
- 29 The applicant shall provide easements satisfactory to Powercor Australia Ltd, where easements have not been otherwise provided, for all existing Powercor Australia Ltd electric lines on the land and for any new powerlines required to service the lots and adjoining land, save for lines located, or to be located, on public roads set out on the plan. These easements shall be for the purpose of "Power Line" in favour of Powercor Australia Ltd.
- 30 The applicant shall obtain for the use of Powercor Australia Ltd any other easement external to the subdivision required to service the lots.
- 31 The applicant shall adjust the position of any existing easement(s) for powerlines to accord with the position of the line(s) as determined by survey.
- 32 The applicant shall obtain the approval of Powercor Australia Ltd to lot boundaries within any area affected by an easement for a powerline and for the construction of any works in such an area.
- 33 The applicant shall provide to Powercor Australia Ltd, a copy of the version of the Plan of Subdivision submitted for certification, which shows any amendments which have been required.



DAB669212W-14-3

PLANNING PERMIT

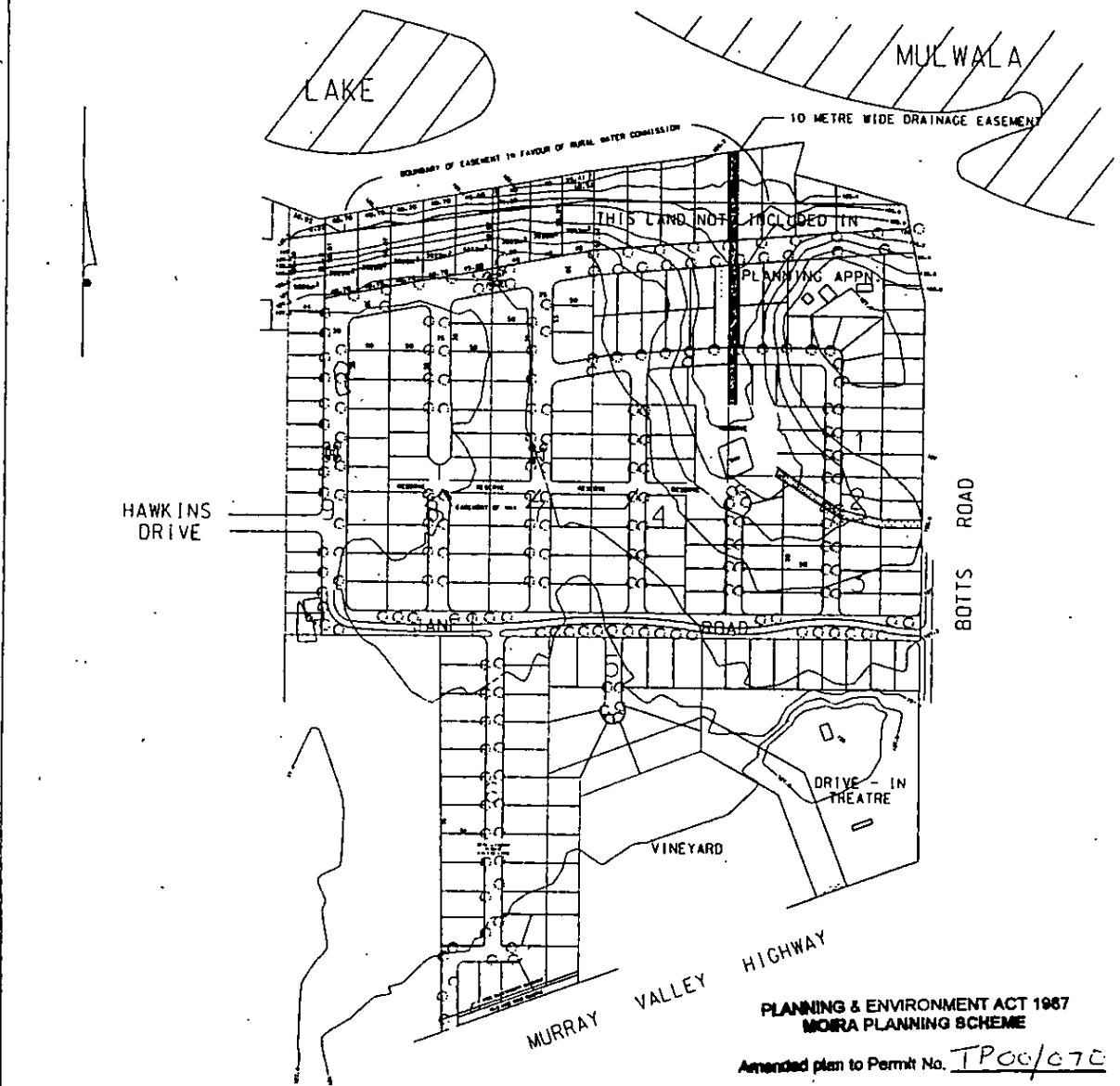
SIGNATURE FOR THE RESPONSIBLE AUTHORITY

EXS 26151v10 LSN

NUMBER: TP00/070

DATE ISSUED: 28 April 2000
DATE AMENDED: May 2001

PROPOSED 9 LOT PLAN OF SUBDIVISION
 LOT 1 IN PS 345523R, LOT 1 IN PS 430190T & LOT 2 IN PS 430189C
 PARISH OF YARRAWONGA



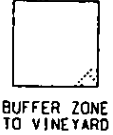
9/05/2001 PLAN RENAMED PROPOSED 9 LOT PLAN OF SUBDIVISION.
 NOTE ADDED FUTURE SUBDIVISION CONCEPT ONLY.
 4/5/01 LOT 6 AMENDED TO PROVIDE FUTURE ROAD ACCESS TO MURRAY VALLEY HIGHWAY VIA ODD LEG
 EASEMENT DELETED AND RESERVE SHOWN ACROSS LOTS 1, 2, 4, AND 8.
 EASEMENT OF WAY SHOWN ON LOTS 4, 7 AND 8.
 19/12/00 LOT 6 AMENDED TO PROVIDE FUTURE ROAD ACCESS TO MURRAY VALLEY HIGHWAY

NOTE: FURTHER SUBDIVISIONAL DEVELOPMENT IN CONCEPT ONLY.
 Sheet 7 of 7
 Date: 10/15/2001

PLANNING & ENVIRONMENT ACT 1987
 MOIRA PLANNING SCHEME
 Amended plan to Permit No. TPO01/070

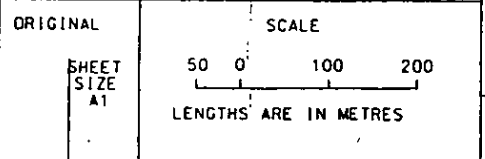
NOTE: This approval relates to the indicated area(s) only.

ESLER & ASSOCIATES
 SURVEYORS & ENGINEERS
 31 BAKER ST. WANGARATTA 3677
 Ph. 03 5721 5688 Fax. 03 5721 6188



LOT	AREAS
1	2 HA
2	2 HA
3	4.3 HA
4	3.2 HA
5	1 HA
6	6.7 HA
7	6.3 HA
8	6.4 HA
9	6.4 HA

1 HA = 2.5 ACRES APPROX



REF 60474PA3	VERSION 3	DATE 3/05/2001
--------------	-----------	----------------





Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

Produced 15/12/2021 03:18:37 PM

Status	Registered	Dealing Number	AU082777A
Date and Time Lodged	25/02/2021 01:28:16 PM		

Lodger Details

Lodger Code	17829T
Name	RUSSELL KENNEDY
Address	
Lodger Box	
Phone	
Email	
Reference	115581-03412

APPLICATION TO RECORD AN INSTRUMENT

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.

Estate and/or Interest

FEE SIMPLE

Land Title Reference

10584/114

Instrument and/or legislation

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

Applicant(s)

Name	MOIRA SHIRE COUNCIL
Address	
Property Name	MUNICIPAL OFFICES
Street Number	44
Street Name	STATION
Street Type	STREET
Locality	COBRAM
State	VIC
Postcode	3644



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Additional Details

Refer Image Instrument

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	MOIRA SHIRE COUNCIL
Signer Name	IAN DAVID PRIDGEON
Signer Organisation	PARTNERS OF RUSSELL KENNEDY
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	25 FEBRUARY 2021

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	AU082777A
Number of Pages (excluding this cover sheet)	9
Document Assembled	

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Victorian Land Registry Services Pty. Ltd. ABN 86 627 986 396 as trustee for the Victorian Land Registry Services Trust ABN 83 206 746 897 accept responsibility for any subsequent release, publication or reproduction of the information.

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

Date

2021

MOIRA SHIRE COUNCIL

AND

YARRAWONGA VINEYARD PTY LTD ACN 115046369

**PLANNING AND ENVIRONMENT ACT 1987
SECTION 173 AGREEMENT**

Michael R Coldham & Ass
21 Piper Street
Yarrawonga VIC 3730
DX 37213 Yarrawonga
Email: michael@mrclaw.com.au
Ref: MC:20361

THIS AGREEMENT is made the 19th day of February 2021

BETWEEN Moira Shire Council of 44 Station Street, Cobram Victoria 3643 (Responsible authority)

AND Yarrawonga Vineyard Pty Ltd ACN 115046369 of 2192 Murray Valley Highway, Cobram East, Victoria 3644 (Owner)

RECITALS

- A. The owner is the owner and registered by the Registrar of Titles as the proprietor of an estate in fee simple in the land at 22 – 24 Jane Road being lot 5 on plan of subdivision 438714R and more particularly described as volume 10584 folio 114 (subject land).
- B. The responsible authority is responsible for the administration and enforcement of the Moira Shire Planning Scheme (planning scheme) pursuant to the provisions of the Planning and Environment Act 1987 (the Act).
- C. On 19 June 2017 the responsible authority issued planning permit number 5/2017/58 allowing the development of thirty five lot subdivision (planning permit).
- D. Condition 6 of the planning permit requires the owner to enter into this agreement to provide for the matters set out in that condition.
- E. The responsible authority and the owner have agreed that, without restricting or limiting their respective powers to enter into this agreement, and insofar as it can be so treated, this agreement is an agreement entered into pursuant to section 173 of the Act.
- F. The responsible authority and the owner have entered into this agreement in order to achieve or advance the objectives of planning in Victoria or the objectives of the planning scheme.

OPERATIVE PART

1. Interpretation

This agreement is governed by the laws of Victoria, and the parties, submit to the non-exclusive jurisdiction of the courts of that state.

In the interpretation of this agreement:

- (a) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
- (b) Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, words denoting one gender include all genders and references to documents or agreements also mean those documents or agreements as changed, novated or replaced;
- (c) Grammatical forms of defined words or phrases have corresponding meanings;

- (d) Parties must perform their obligations on the dates and times fixed by reference to the capital city of Victoria;
- (e) Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
- (f) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;
- (g) References to a party are intended to bind their heirs, executors, administrators, successors and assigns; and
- (h) Obligations under this agreement affecting more than one party bind them jointly and each of them severally.

2. **Definitions**

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

- (a) Act means the Planning and Environment Act 1987;
- (b) Agreement means this agreement and any agreement executed by the parties varying or expressed to be supplemental to this agreement;
- (c) Subject land means the land described in recital A;
- (d) Owner means the owner for the time being of the land and 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 land or any part thereof, and includes a mortgagee in possession;
- (e) Planning permit means the planning permit referred to in recital C, including any plans endorsed under the planning permit;
- (f) Planning scheme means the Moira Shire planning scheme and any successor instrument or other planning scheme which applies to the subject land;
- (g) Responsible authority means Moira Shire Council or its successor as the authority responsible for administering and enforcing the planning scheme and includes its agents, officers, employees, servants, workers and contractors; and
- (h) Tribunal means the Victorian Civil and Administrative Tribunal or any successor tribunal, court, institution or body.

3. **Specific obligations of the owner**

The owner covenants with the responsible authority that:

- (a) No direct access to lots from Jane Road shall be created; and
- (b) The unobtrusive boundary fences for all lots adjoining Jane Road must be maintained by the Lot owners to the satisfaction of the responsible authority.

4. **Further obligations of the owner**

The owner further covenants that:

- (a) The owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the subject land or any part of it without first disclosing to its successors the existence and nature of this agreement;
- (b) The owner will do all that is necessary to enable the responsible authority to make an application to the Registrar of Titles to make a recording of this agreement on the certificate of title to the subject land in accordance with section 181 of the Act, including the signing of any further agreement, acknowledgment or other document;
- (c) The owner shall immediately on demand pay the reasonable legal costs and fees incurred and incidental to the preparation and execution of this agreement and the registration hereof pursuant to section 181 of the Act, together with all costs of enforcing this agreement if deemed necessary by the responsible authority. The owner hereby agrees that any such costs are and remain a charge on the subject land until paid, and consents to the responsible authority registering a caveat on the certificate of title to the subject land in respect of any such costs and acknowledges that any such costs shall be capable of being recovered by the responsible authority in any court of competent jurisdiction as a civil debt recoverable;
- (d) That until such time as this agreement is registered on the title to the subject land, the owner shall 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;
- (e) The owner agrees to indemnify and keep indemnified the responsible authority from and against all costs, expenses, losses or damages that it may sustain, incur, suffer or be or become liable for or in respect of any suit, action, proceeding, judgment or claim brought by any person arising from or referable to this agreement and/or any non-compliance with this agreement; and
- (f) The owner agrees to allow the responsible authority to enter the subject land at any reasonable time to assess compliance with this agreement.

5. Owner's warranties and acknowledgements

- (a) The owner warrants that:
 - (i) It is the registered proprietor, or entitled to be so, of the subject land;
 - (ii) There are no mortgages, liens, charges or other encumbrances affecting the subject land which are not disclosed by the usual searches; and
 - (iii) If the subject land is affected by a mortgage, the mortgagee of the subject land consents to the owner entering into this agreement and the agreement being registered on the title to the subject land.
 - (b) The owner acknowledges that any obligations imposed on the owner under this agreement take effect as separate and several covenants which are annexed to the subject land and run at law and in equity with the land and every part thereof and bind the owner, its successors, assigns and transferees, and the registered proprietor for the time being of the whole or any part of the subject land.
-

6. Further assurance

The parties to this agreement must do or cause to be done all things that are reasonably necessary to give effect to this agreement.

7. Default

If the owner defaults or fails to perform any of its obligations under this agreement the responsible authority may, without prejudice to any other remedies, rectify and remedy such default and the cost of doing so shall be borne by the owner. The owner hereby consents to the responsible authority registering a caveat on the certificate of title to the subject land in respect of any such costs, and acknowledges that any such costs shall be capable of being recovered by the responsible authority in any court of competent jurisdiction as a civil debt recoverable.

8. No waiver

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

9. No fettering of powers of responsible authority

The owner expressly acknowledges and agrees that nothing in this agreement nor the performance by the owner of any of its obligations under this agreement does or will restrain, limit or otherwise fetter the exercise by the responsible authority of the powers, duties and discretions that the responsible authority has or may have, as planning authority, responsible authority or otherwise, under the Act or under the planning scheme to consider, approve, amend or to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification relating to any use or development, or in relation to the commencement or initiation of any enforcement action or proceeding whatsoever.

10. 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.

11. 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 and be of full force and effect.

12. Disputes

- (a) If there is a dispute between the parties concerning the interpretation or implementation of this agreement, that dispute must be referred to the tribunal for resolution to the extent permitted by the Act.
- (b) If there is a dispute concerning any matter which is not referable to the tribunal under the Act, that dispute must be referred for arbitration by an arbitrator agreed upon in writing by the parties, or, in the absence of such agreement the chair of the Victorian Chapter of the Institute of Arbitrators Australia or his or her nominee, for arbitration.
- (c) The parties shall each be entitled to legal representation for the purposes of any proceedings or arbitration referred to clause 12(a) or (b) of this agreement unless the tribunal or arbitrator otherwise directs, and each party must bear its own costs.

13. Commencement of agreement

Unless otherwise provided in this agreement, this agreement shall commence on the date of this agreement.

14. Service

A notice or other communication required or permitted, under this Agreement, to be served on a person must be in writing and may be served:

- (a) personally on the person;
- (b) by leaving it at the person's address set out in this Agreement;
- (c) by posting it by prepaid post addressed to that person at the person's current address for service;
- (d) by email to the person's current email address notified to the other party; or
- (e) by facsimile to the person's current number notified to the other party.

Time of service

A notice or other communication is deemed served:

- (i) if served personally or left at the person's address, upon service;
 - (ii) if posted within Australia to an Australian address by express post, two Business Days; by standard post, six Business Days after posting;
 - (iii) if sent by email, subject to the clause 14(v), at the time of receipt as specified in section 13A of the *Electronic Transactions (Victoria) Act 2000*;
 - (iv) if served by facsimile, subject to the clause 14(v), at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile; and
 - (v) if received after 5.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.
-

Proof of receipt of notice by email

In proving that a notice given by email has been received by the recipient, it is sufficient to produce an acknowledgement or receipt that the email has reached the recipient's email address.

15. Commencement of agreement

- (a) This Agreement may be executed in any number of counterparts and all the counterparts together constitute one and the same instrument.
 - (b) A copy of an original executed counterpart received by email:
 - (i) must be treated as an original counterpart;
 - (ii) is sufficient evidence of the execution of the original; and
 - (iii) may be produced in evidence for all purposes in place of the original.
-

AU0827

Execution page

EXECUTED pursuant to Division 2 of Part 9 of the Act.

THE COMMON SEAL of the **MOIRA SHIRE COUNCIL** was affixed hereto by authority of the Council on the *19TH* day of *FEBRUARY* 2021)
)
)
)
)

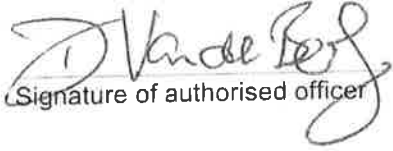



in the presence of:

[Handwritten Signature]

Chief Executive Officer

AU08277

<p>SIGNED, SEALED AND DELIVERED BY YARRAWONGA VINEYARD PTY LTD ACN 115046369 pursuant to section 127(1) of the <i>Corporations Act</i> <i>2001</i> (Cth) by its authorised officer in the presence of:</p>))	 Signature of authorised officer
 Signature of witness		Authorised officer's name: ... Authority of officer: ...
<u>MICHAEL COLOHAM</u> Print name of witness		Damian Van de Berg Director

AU082777A



Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	PS827248B
Number of Pages (excluding this cover sheet)	2
Document Assembled	30/03/2021 15:56

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Victorian Land Registry Services Pty. Ltd. ABN 86 627 986 396 as trustee for the Victorian Land Registry Services Trust ABN 83 206 746 897 accept responsibility for any subsequent release, publication or reproduction of the information.

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

<h1>PLAN OF SUBDIVISION</h1>	EDITION 1	PS 827248B
------------------------------	------------------	-------------------

LOCATION OF LAND

PARISH: YARRAWONGA

CROWN ALLOTMENT: PARTS 19 & 20

TITLE REFERENCE: Vol.10584 Fol.114

LAST PLAN REFERENCE: PS438714R (LOT 5)

POSTAL ADDRESS: JANE ROAD
(at time of subdivision) YARRAWONGA 3730

MGA CO-ORDINATES: E: 412 320 ZONE: 55
(of approx centre of land in plan) N: 6 014 760 GDA 94

Council Name: Moira Shire Council

Council Reference Number: 7/2019/49
Planning Permit Reference: 52017058
SPEAR Reference Number: S148198E

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made

Digitally signed by: Norman Scott Kortum for Moira Shire Council on 02/02/2021

Statement of Compliance issued: 12/03/2021

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
ROAD R-1	MOIRA SHIRE
ROAD R-2	MOIRA SHIRE

NOTATIONS

REMOVAL OF EASEMENT

THE REMOVAL OF THE EASEMENT SHOWN AS E-2 ON C/T V.10584 F.114 CREATED IN PS345523R, BY AGREEMENT WITH POWERCOR AUSTRALIA LTD.

NOTATIONS

DEPTH LIMITATION DOES NOT APPLY

SURVEY:
This plan is based on survey.

STAGING:
This is not a staged subdivision.
Planning Permit No. 5/2017/58

This survey has been connected to permanent marks No(s). 45, 53, 100, 114, 122, & 135

In Proclaimed Survey Area No. 169

EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	SEWERAGE	2.50 & VARIABLE	THIS PLAN	NORTH EAST REGION WATER CORPORATION
E-2	DRAINAGE	SEE PLAN	THIS PLAN	MOIRA SHIRE

ESLERS LAND CONSULTING

SURVEYORS, ENGINEERS & DEVELOPMENT CONSULTANTS

598 MACAULEY STREET ALBURY 2640, (02)60580100

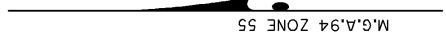
3/15 FORD STREET WANGARATTA 3677, (03)57215688

SURVEYORS FILE REF: **12373A**

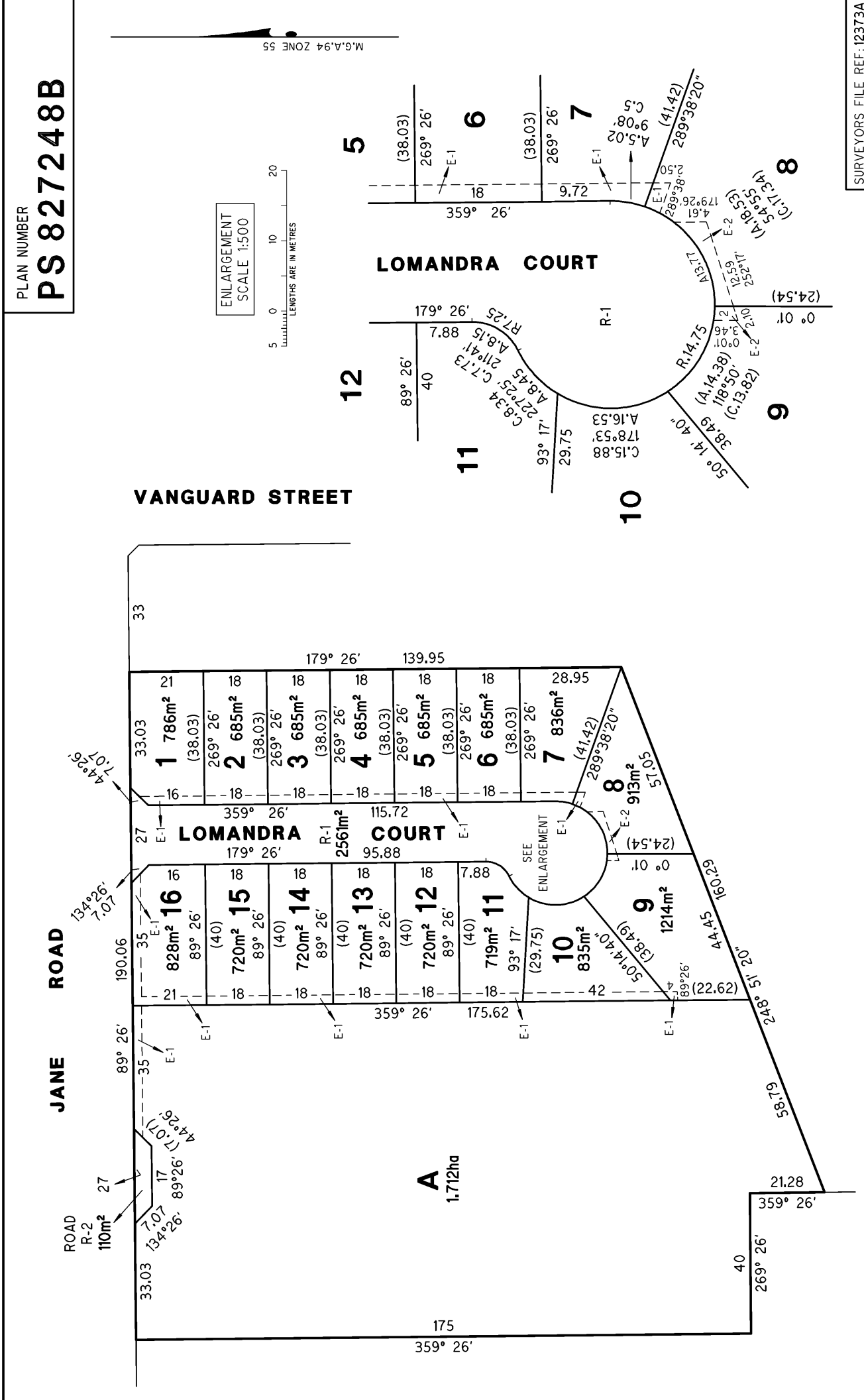
Digitally signed by: Andrew Alfred Rotherham, Licensed Surveyor,
Surveyor's Plan Version (3),
30/11/2020, SPEAR Ref: S148198E

ORIGINAL SHEET SIZE: A3	SHEET 1 OF 2
PLAN REGISTERED	
TIME: 8:47am DATE: 24/03/21	
Assistant Registrar of Titles G Venn	

PLAN NUMBER
PS 827248B



ENLARGEMENT
SCALE 1:500



SURVEYORS FILE REF: 12373A	
SCALE 1 : 1000	ORIGINAL SHEET SIZE A3
SCALE 10 0 20 40 LENGTHS ARE IN METRES	SHEET 2
Digitally signed by: Andrew Alfred Rotherham, Licensed Surveyor, Surveyor's Plan Version (3), 30/11/2020, SPEAR Ref: S148198E	
Digitally signed by: Moira Shire Council, 02/02/2021, SPEAR Ref: S148198E	
ESLERS LAND CONSULTING SURVEYORS, ENGINEERS & DEVELOPMENT CONSULTANTS 598 MACAULEY STREET ALBURY 2640, (02)60580100 3/15 FORD STREET WANGARATTA 3677, (03)57215688	