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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.

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

VOLUME 12557 FOLIO 096 Security no : 124133911947P
Produced 20/04/2026 01:00 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 900725L.
PARENT TITLE Volume 12283 Folio 612
Created by instrument PS900725L 24/06/2024

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
ASSEMBLY BROADMEADOWS PTY LTD of LEVEL 2 16 KEILOR PARK DRIVE KEILOR EAST
VIC 3033
PS900725L 24/06/2024

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU079786S 24/02/2021
MCH AGENCY SERVICES PTY LTD

COVENANT AU079785U 24/02/2021

CAVEAT AZ963569D 19/12/2025

Caveator
AGPDC MEL1 ASSETS PTY LTD ACN: 679922144
Grounds of Claim
PURCHASERS' CONTRACT WITH THE FOLLOWING PARTIES AND DATE.
Parties
THE REGISTERED PROPRIETOR(S)
Date
08/08/2025
Estate or Interest
FREEHOLD ESTATE
Prohibition
UNLESS I/WE CONSENT IN WRITING
Lodged by
JOHNSON WINTER & SLATTERY
Notices to
PAUL MATTHEWS of LEVEL 17 167 MACQUARIE STREET SYDNEY NSW 2000

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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
AT905853M 23/12/2020

AGREEMENT Section 173 Planning and Environment Act 1987
AT905856F 23/12/2020

DIAGRAM LOCATION

SEE PS900725L FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	STATUS	DATE
AZ963569D (E) CAVEAT	Registered	23/12/2025
AZ963571S (E) WITHDRAWAL OF CAVEAT	Registered	23/12/2025

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

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

ADMINISTRATIVE NOTICES

NIL

eCT Control 19234R MINTER ELLISON
Effective from 12/11/2025

DOCUMENT END

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Electronic Instrument Statement

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Produced 20/04/2026 01:01:43 PM

Status	Registered	Dealing Number	AZ963571S
Date and Time Lodged	19/12/2025 02:40:41 PM		

Lodger Details

Lodger Code	21935V
Name	JOHNSON WINTER & SLATTERY
Address	
Lodger Box	
Phone	
Email	
Reference	

WITHDRAWAL OF CAVEAT

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

12557/096

Land and Recorded Caveator

Name	AGPDC MEL1 ASSETS PTY LTD
ACN	679922144

Caveat Number

AY744658L

The caveator withdraws the caveat specified over the land described.

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Electronic Instrument Statement

Execution

1. The Certifier has taken reasonable steps to verify the identity of the caveator 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 law and any Prescribed Requirement.

Executed on behalf of	AGPDC MEL1 ASSETS PTY LTD
Signer Name	PETER TREVASKIS
Signer Organisation	JOHNSON WINTER & SLATTERY
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	17 DECEMBER 2025

File Notes:

NIL

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Statement End.

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Produced 20/04/2026 01:01:43 PM

Status	Registered	Dealing Number	AZ963569D
Date and Time Lodged	19/12/2025 02:40:22 PM		

Lodger Details

Lodger Code	21935V
Name	JOHNSON WINTER & SLATTERY
Address	
Lodger Box	
Phone	
Email	
Reference	D7342 - Caveat

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CAVEAT

Jurisdiction	VICTORIA
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Privacy Collection Statement

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Land Title Reference

12557/096

Caveator

Name	AGPDC MEL1 ASSETS PTY LTD
ACN	679922144

Grounds of claim

Purchasers' contract with the following Parties and Date.

Parties

The Registered Proprietor(s)

Date

08/08/2025

Estate or Interest claimed

Freehold Estate

Prohibition

Unless I/we consent in writing

Name and Address for Service of Notice

Paul Matthews



Department of Transport and Planning

Electronic Instrument Statement

Address

Floor Type	LEVEL
Floor Number	17
Street Number	167
Street Name	MACQUARIE
Street Type	STREET
Locality	SYDNEY
State	NSW
Postcode	2000

The caveator claims the estate or interest specified in the land described on the grounds set out. This caveat forbids the registration of any instrument affecting the estate or interest to the extent specified.

Execution

1. The Certifier has taken reasonable steps to verify the identity of the caveator or his, her or its administrator or attorney.
2. The Certifier has retained the evidence supporting this Registry Instrument or Document.
3. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Executed on behalf of	AGPDC MEL1 ASSETS PTY LTD
Signer Name	PETER TREVASKIS
Signer Organisation	JOHNSON WINTER & SLATTERY
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	19 DECEMBER 2025

File Notes:

NIL

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Statement End.

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Produced 20/04/2026 01:01:43 PM

Status	Registered	Dealing Number	AT905853M
Date and Time Lodged	23/12/2020 11:44:10 AM		

Lodger Details

Lodger Code	18776H
Name	HARWOOD ANDREWS
Address	
Lodger Box	
Phone	
Email	
Reference	AL - 22005662 (1)

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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Privacy Collection Statement

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Estate and/or Interest

FEE SIMPLE

Land Title Reference

10560/286
11150/231

Instrument and/or legislation

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

Applicant(s)

Name	HUME CITY COUNCIL
Address	
Street Number	1079
Street Name	PASCOE VALE
Street Type	ROAD
Locality	BROADMEADOWS
State	VIC
Postcode	3047

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Department of Transport and 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	HUME CITY COUNCIL
Signer Name	JAMIE ANDREW MCCALLUM
Signer Organisation	THE LANTERN LEGAL GROUP PTY LTD
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	23 DECEMBER 2020

File Notes:

NIL

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Statement End.

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Document Type	Instrument
Document Identification	AT905853M
Number of Pages (excluding this cover sheet)	17
Document Assembled	20/04/2026 13:01

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Section 173 Agreement

Hume City Council

Ford Motor Company of Australia Limited

AT905853M

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Section 173 Agreement

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Section 173 Agreement

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Date	16th December 2020
Parties	
1.	Hume City Council of 1079 Pascoe Vale Road, Broadmeadows, 3047, Victoria (Council)
2.	Ford Motor Company of Australia Limited (ABN 30 004 116 223) of Level 1, 600 Victoria Street, Richmond, 3121, Victoria (Ford)
Recitals	
A.	Ford is the registered proprietor of the land known as 1727-1787 Hume Highway Campbellfield, 3061, Victoria, and more particularly described in Certificate of Title Volume 11150 Folio 231 (the Campbellfield Land), and the land known as 1731-1733 Hume Highway Campbellfield, 3061, Victoria, and more particularly described in Certificate of Title Volume 10560 Folio 286 (the Plant 2 Land).
B.	The Campbellfield Land and the Plant 2 Land are within an area covered by the Hume Planning Scheme and Council is the responsible authority for the Planning Scheme under the provisions of the Act.
C.	Ford is proposing to subdivide the Campbellfield Land and the Plant 2 Land in accordance with Plan of Subdivision No PS 834245S (the Plan of Subdivision , a copy of which is attached in Annexure A) and has sought Council's approval of the Plan of Subdivision as required under the <i>Subdivision Act 1988</i> (Vic).
D.	Council has issued planning permit P22313 (the Planning Permit) in respect of Ford's Plan of Subdivision application and has agreed to issue a Statement of Compliance on condition that Ford enters into this Agreement.
E.	The parties have agreed that without restricting or limiting their respective powers to enter into this Agreement in so far as it can be so treated this Agreement will be treated as being an Agreement under section 173 of the Act.

It is agreed as follows.

1. Definitions and Interpretation

1.1 Definitions

The following definitions apply unless the context requires otherwise.

Act means the *Planning and Environment Act 1987* (Vic).

Section 173 Agreement

Agreement means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement.

Lot 1 means the land known as Lot 1 on Plan of Subdivision No PS 834245S and being the land in Certificate of Title Volume 11150 Folio 231.

Lot 2 means the land known as Lot 2 on Plan of Subdivision No PS 834245S and being the land in Certificate of Title Volume 10560 Folio 286.

Lot 3 means the land known as Lot 3 on Plan of Subdivision No PS 834245S and being the land in Certificate of Title Volume 11150 Folio 231.

Planning Permit means planning permit P22313 issued by Council.

1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.

- (a) The singular includes the plural and conversely.
- (b) A gender includes all genders.
- (c) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.
- (e) A reference to a Clause is a reference to a clause of this Agreement.
- (f) A reference to an agreement or document (including, without limitation, a reference to this Agreement) is to the agreement or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by this Agreement or that other agreement or document
- (g) A reference to a party to this Agreement or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
- (h) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (i) A reference to conduct includes, without limitation, an omission, statement or undertaking, whether or not in writing.
- (j) A reference to an agreement includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a document includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind.
- (k) A reference to a right or obligation of any two or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally. A reference to a party
- (l) The meaning of general words is not limited by specific examples introduced by *including*, or *for example*, or similar expressions
- (m) Nothing in this Agreement is to be interpreted against a party solely on the ground that the party put forward this Agreement or any part of it.

**ADVERTISED
PLAN**

Section 173 Agreement

2. Ford's covenant

Ford, with the intent that its covenants in this Agreement will run with Lot 1 and Lot 2 on Plan of Subdivision No PS 834245S, covenants and agrees with Council that from the date of this Agreement:

- a) the deferral, extent and nature of stormwater infrastructure works under the Planning Permit to be considered and determined by Council at a time a future planning permit is made for future development of either Lot 1 or Lot 2;
- b) the planning permit for any future development of either Lot 1 or Lot 2 shall require the preparation of a **Detailed Stormwater Management Plan** for each respective development; and
- c) the **Detailed Stormwater Management Plan**, as described in clause 2 (b) above, must be approved by Council prior to a planning permit being endorsed for future development on either Lot 1 or Lot 2, and will provide that all stormwater assets required for either development to be designed in accordance the current standards at the time of the development and as outlined in subclauses 2(c) (i) or (ii) as follows:
 - (i) For any future development of Lot 1, where the future stormwater discharge from Lot 1, exceeds the current private drainage discharge from Lot 1 into, and exceeds the current design capacity of, the asset located within easement E-67 of Plan of Subdivision No PS 834245S: The discharge assets from Lot 1 are either connected to a new discharge point to the western boundary of Lot 1 or the asset located within easement E-67 of Plan of Subdivision No PS 834245S is required to be upgraded in accordance the current standards.
 - (ii) For any future development of Lot 2, where the future stormwater discharge from Lot 2 exceeds the current private drainage discharge into, and exceeds the current design capacity of, the asset located within easement E-67 of Plan of Subdivision No PS 834245S: The discharge asset is required to be upgraded in accordance the current standards.

3. Registration of the Agreement

Ford and Council must do all things reasonably necessary to enable the registration of this Agreement on the certificate of title of the Campbellfield Land and the certificate of title of the Plant 2 Land in accordance with section 181 of the Act including signing any further agreement, acknowledgement or document to enable the said Memorandum to be so entered and further, to enable the provisions of this Agreement to be carried out by the parties.

4. Costs and Expenses

- (a) Ford must bear the reasonable costs arising out of the negotiation, preparation and execution of this Agreement.
- (b) Any stamp duty payable on or in connection with this Agreement must be borne by Ford.

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Section 173 Agreement

5. General

5.1 Further Assurance

Each party agrees to do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this Agreement and the transactions contemplated by it.

5.2 No Waiver

No failure to exercise nor any delay in exercising any right, power or remedy by a party operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing

5.3 Severability of Provisions

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

6. Electronic Execution

A party may sign electronically a soft copy of this Agreement through DocuSign and bind itself accordingly. This will satisfy any statutory or other requirements for the Agreement to be in writing and signed by that party. The parties intend that any soft copy so signed will constitute an executed original counterpart, and any print-out of the copy with the relevant signatures will also constitute an executed original counterpart

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Section 173 Agreement

Executed in Victoria

Signed, sealed and delivered by:



Blake Hogarth Angus

Coordinator ~~Acting Manager – Statutory Planning &~~
~~Building Control Services~~

on behalf of **Hume City Council** pursuant to the power delegated to that person by an instrument of Delegation authorised by Resolution of Council in the presence of:



Signature of Witness

Not Applicable - see above

Signature of Delegate

Danielle Kos

Full Name of Witness (Print)

Executed as an agreement in accordance with section 127 of the *Corporations Act 2001* by **Ford Motor Company of Australia Limited (ACN 004 116 223)**:



Director Signature

Andrew Birkic

Print Name



Director/Secretary Signature

Katrina woolf

Print Name

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Section 173 Agreement

Annexure A – Plan of Subdivision PS 834245S

AT905853M

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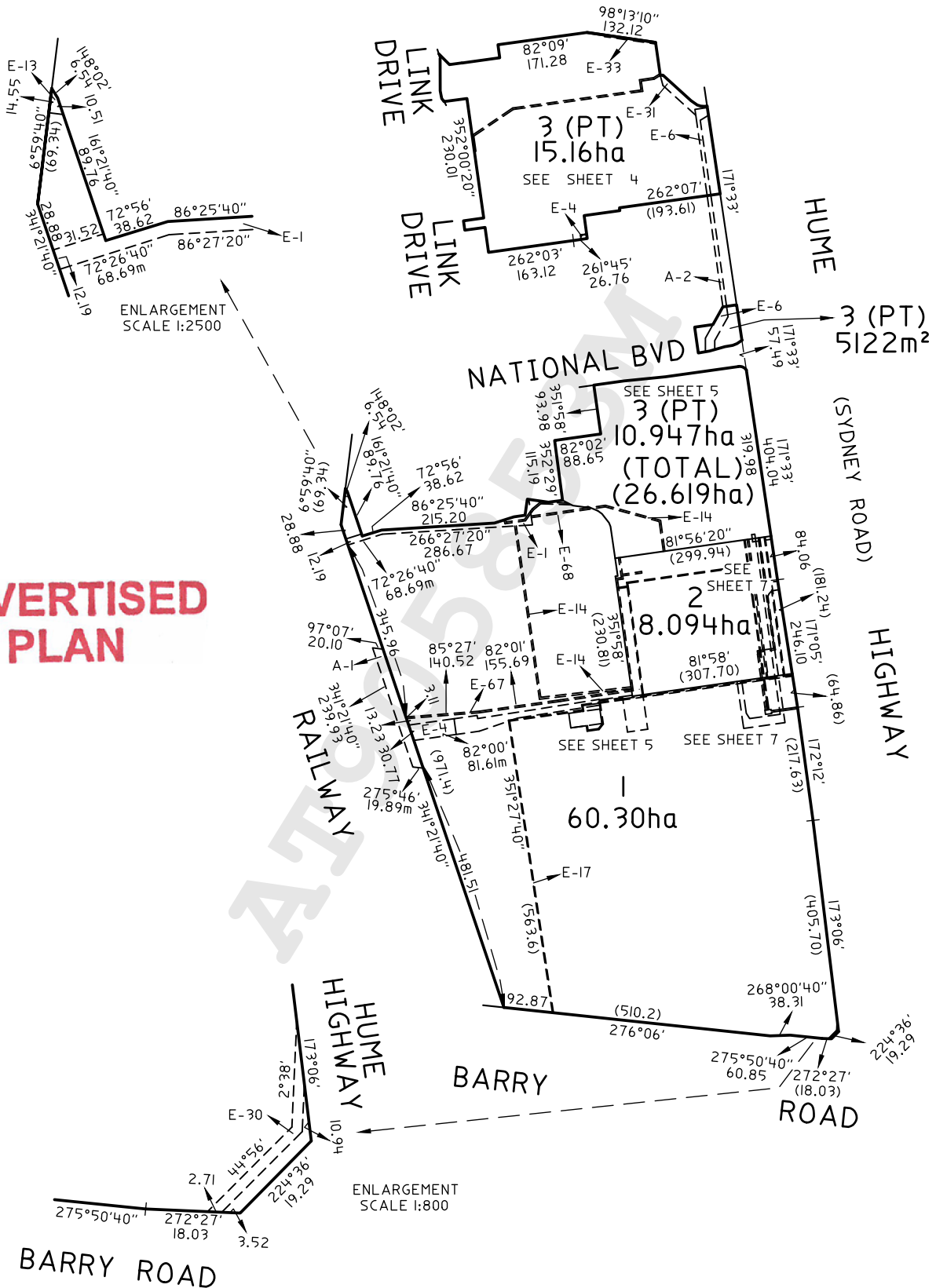
PLAN OF SUBDIVISION				EDITION 1		PS 834245S	
LOCATION OF LAND PARISH: WILL WILL ROOK CROWN PORTION: 13 (PART) PARISH: WOLLERT CROWN PORTION: 1 (PART) TITLE REFERENCE: VOL.11150 FOL.231 VOL.10560 FOL.286 LAST PLAN REFERENCE: PS627014T (LOT 5) PS437072M (LOT 1) POSTAL ADDRESS: 1721-1787 SYDNEY ROAD & 1731-1733 (at time of subdivision) SYDNEY ROAD CAMPBELLFIELD, 3061 MGA CO-ORDINATES: E: 319 286 ZONE: 55 (of approx centre of land in plan) N: 5 829 784 GDA 94				Council Name: Hume City Council SPEAR Reference Number: S161646E ADVERTISED PLAN			
VESTING OF ROADS AND/OR RESERVES				NOTATIONS			
IDENTIFIER		COUNCIL/BODY/PERSON		LOT 3 CONSISTS OF 3 PARTS. DIMENSIONS OF NORTHERN PARTS OF LOT 3 ARE NOT THE RESULT OF THIS SURVEY AND ARE DERIVED FROM TITLE ADDITIONAL PURPOSE OF PLAN: TO VARY AND REAPPROPRIATE EXISTING EASEMENTS. GROUND(S) FOR VARIATION: CITY OF HUME PLANNING PERMIT 22313 EXISTING EASEMENTS E-3, E-5, E-7 THROUGH E-12, E-14 THROUGH E-18, E-20 THROUGH E-27, AND E-36 IN FAVOUR OF LOTS ON PS437072M HAVE BEEN RE-APPROPRIATED IN FAVOUR OF THE RELEVANT LOT/S ON THIS PLAN. EASEMENT E-15 ON PS 627014T HAS BEEN VARIED & RENAMED E-67 ON THIS PLAN. EASEMENTS E-15, E-28, E-29 & E-37 THROUGH E-66 ARE OMITTED FROM THIS PLAN.			
NIL		NIL					
NOTATIONS							
DEPTH LIMITATION Does not apply							
SURVEY: This plan is based on survey. STAGING: This is not a staged subdivision. Planning Permit No. P22313 This survey has been connected to permanent marks No(s). 36 (WOLLERT) In Proclaimed Survey Area No.							
EASEMENT INFORMATION							
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)							
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of			
SEE	SHEET	2	FOR	EASEMENT DETAILS			
ST. QUENTIN Surveyors • Town Planners • Engineers 51 LITTLE FYANS STREET, P.O. BOX 919, GEELONG 3220 TELEPHONE (03) 5201 1811 FAX (03) 5229 2909			SURVEYORS FILE REF: 15939_V03		ORIGINAL SHEET SIZE: A3		SHEET 1 OF 7
			Digitally signed by: MATTHEW MCGRATH, Licensed Surveyor, Surveyor's Plan Version (03), 16/11/2020, SPEAR Ref: S161646E				

PLAN OF SUBDIVISION			EDITION 1	PS 834245S
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 & E-69	DRAINAGE & SEWERAGE	SEE PLAN	C/E C877051	M.M.B.W.
E-2, E-3 & E-29	WATER SUPPLY	2	AB831337X	C/T VOL.10626 FOL.788
E-3 & E-32	TELEMETRY	2	THIS PLAN	LOT 3 ON THIS PLAN
E-4	POWERLINE	SEE PLAN	PS437072M Sec. 88 - Electricity Industry Act 2000	AGL ELECTRICITY LTD.
E-5 & E-75	CARRIAGEWAY	SEE PLAN	THIS PLAN	LOTS 1 & 3 ON THIS PLAN
E-6	CARRIAGEWAY	SEE PLAN	PS449948C	LOT 2 ON PS449948C
	CARRIAGEWAY	SEE PLAN	PS608125R	LOT 4 ON PS608125R
E-7	WATER SUPPLY	SEE PLAN	THIS PLAN	LOT 3 ON THIS PLAN
	TELECOMMUNICATIONS	SEE PLAN	THIS PLAN	LOT 3 ON THIS PLAN
	GAS SUPPLY	SEE PLAN	THIS PLAN	LOT 3 ON THIS PLAN
E-8 & E-74	GAS SUPPLY	SEE PLAN	THIS PLAN	LOT 3 ON THIS PLAN
	CARRIAGEWAY	SEE PLAN	THIS PLAN	LOTS 1 & 3 ON THIS PLAN
E-9	TELECOMMUNICATIONS	SEE PLAN	THIS PLAN	LOT 3 ON THIS PLAN
	CARRIAGEWAY	SEE PLAN	THIS PLAN	LOTS 1 & 3 ON THIS PLAN
E-10	WATER SUPPLY	3	THIS PLAN	LOT 3 ON THIS PLAN
	TELECOMMUNICATIONS	3	THIS PLAN	LOT 3 ON THIS PLAN
E-11 & E-72	TELECOMMUNICATIONS	2	THIS PLAN	LOT 3 ON THIS PLAN
E-12 & E-73	GAS SUPPLY	SEE PLAN	THIS PLAN	LOT 3 ON THIS PLAN
E-13	DRAINAGE	SEE PLAN	PS449948C	HUME CITY COUNCIL
E-14	SEWERAGE	SEE PLAN	THIS PLAN	LOT 2 ON THIS PLAN
E-15	SEWERAGE	SEE PLAN	THIS PLAN	LOTS 2 & 3 ON THIS PLAN
E-16	WATER SUPPLY	SEE PLAN	THIS PLAN	LOT 2 ON THIS PLAN
E-17	WATER SUPPLY	2	THIS PLAN	LOT 2 ON THIS PLAN
E-18	ELECTRICITY SUPPLY	SEE PLAN	THIS PLAN	LOT 2 ON THIS PLAN
E-19	GAS SUPPLY	SEE PLAN	PS437072M	TXU NETWORKS (GAS) P/L
E-20	GAS SUPPLY	3	THIS PLAN	LOT 2 ON THIS PLAN
E-21	WATER SUPPLY & ELECTRICITY SUPPLY	SEE PLAN	THIS PLAN	LOT 2 ON THIS PLAN
E-22	WATER SUPPLY & CARRIAGEWAY	SEE PLAN	THIS PLAN	LOT 2 ON THIS PLAN
E-23	GAS SUPPLY	SEE PLAN	PS437072M	TXU NETWORKS (GAS) P/L
	CARRIAGEWAY	SEE PLAN	THIS PLAN	LOT 2 ON THIS PLAN
E-24	WATER SUPPLY & GAS SUPPLY	SEE PLAN	THIS PLAN	LOT 2 ON THIS PLAN
E-25	TELEMETRY	2	THIS PLAN	LOT 2 ON THIS PLAN
E-26	WATER SUPPLY & TELEMETRY	SEE PLAN	THIS PLAN	LOT 2 ON THIS PLAN
E-27	CARRIAGEWAY	SEE PLAN	THIS PLAN	LOT 2 ON THIS PLAN
E-28 & E-29	DRAINAGE	SEE PLAN	THIS PLAN	LOT 3 ON THIS PLAN
E-30	ELECTRICITY SUPPLY	2	C/E AB903059B	AGL ELECTRICITY LTD
E-31	CARRIAGEWAY	SEE PLAN	PS608125R	LOT 4 ON PS608125R
E-33	SEWERAGE	3	PS608125R	YARRA VALLEY WATER LTD.
E-34	DRAINAGE	3	PS608125R	LOT 4 ON PS608125R
E-35	CARRIAGEWAY	SEE PLAN	PS527643S	MELBOURNE WATER CORPORATION
E-35	DRAINAGE	SEE PLAN	PS527643S	MELBOURNE WATER CORPORATION
E-36	GAS SUPPLY	SEE PLAN	THIS PLAN	LOTS 1 & 3 ON THIS PLAN
	TELEMETRY	SEE PLAN	THIS PLAN	LOTS 1 & 3 ON THIS PLAN
E-67	DRAINAGE	SEE PLAN	THIS PLAN	LOTS 2 & 3 ON THIS PLAN
E-68 & E-69	DRAINAGE	SEE PLAN	THIS PLAN	LOT 3 ON THIS PLAN
E-70	ELECTRICITY SUPPLY	SEE PLAN	C/E AT657777F	JEMENA ELECTRICITY NETWORKS (VIC) LTD.
E-71, E-72, E-73 E-74 & E-75	WATER SUPPLY	SEE PLAN	THIS PLAN	YARRA VALLEY WATER LTD.
A-1	CARRIAGEWAY	SEE PLAN	INST. 252006	C/T VOL 3217 FOL 293
A-2	CARRIAGEWAY	7.10	PS449948C	LOT 1 ON PS449948C
	CARRIAGEWAY	7.10	PS608125R	LOT 4 ON PS608125R
	CARRIAGEWAY	7.10	THIS PLAN	LOT 3 ON THIS PLAN
 ST. QUENTIN Surveyors • Town Planners • Engineers 51 LITTLE FYANS STREET, P.O. BOX 919, GEELONG 3220 TELEPHONE (03) 5201 1811 FAX (03) 5229 2909			SURVEYORS FILE REF: 15939_V03 Digitally signed by: MATTHEW MCGRATH, Licensed Surveyor, Surveyor's Plan Version (03), 16/11/2020, SPEAR Ref: S161646E	
			ORIGINAL SHEET SIZE: A3	SHEET 2

PS 834245S

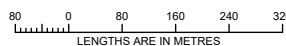
A.M.G.
ZONE 55

**ADVERTISED
PLAN**



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SCALE
1:8000



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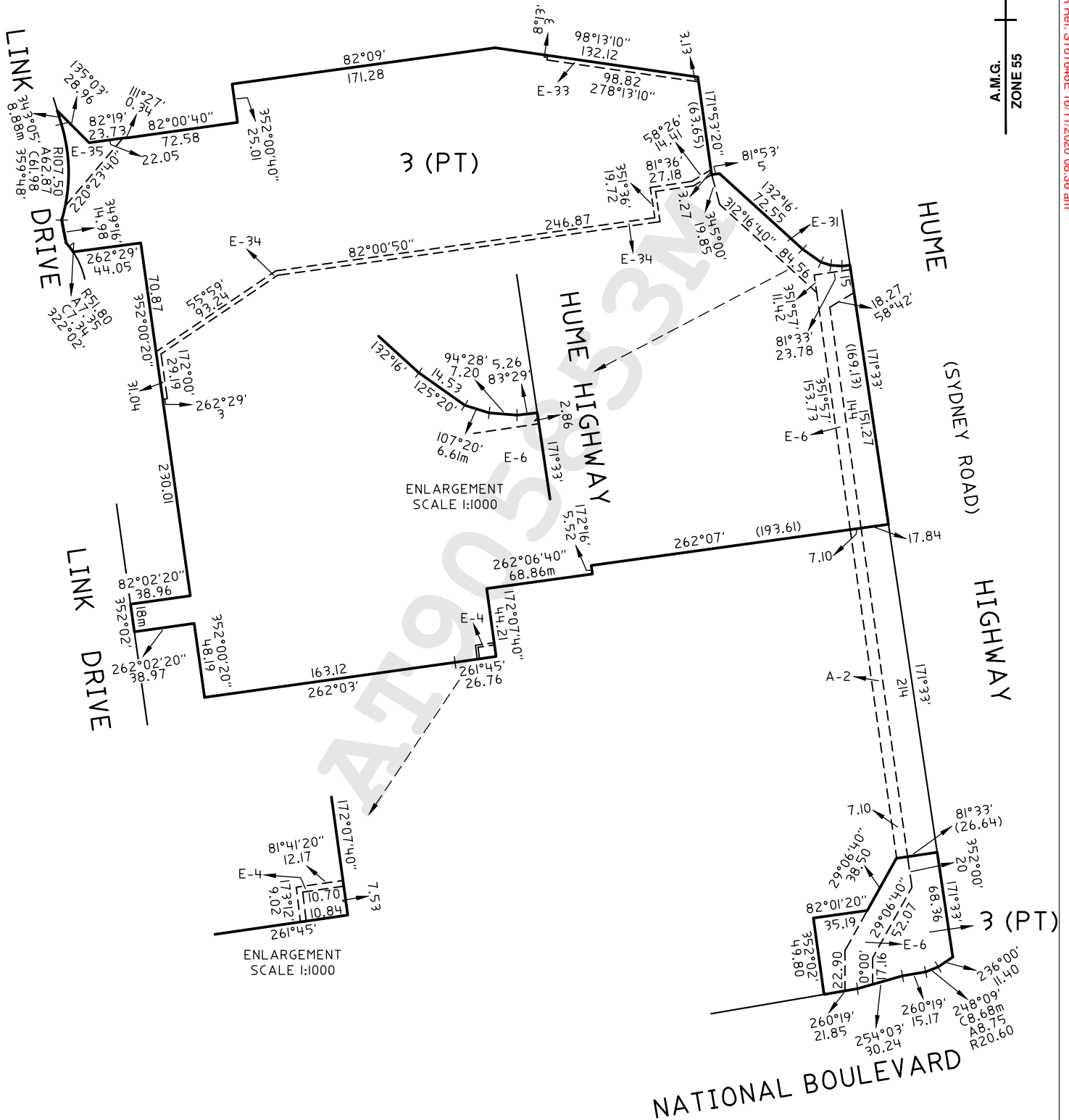
REF: 15939

V03

SHEET 3

PS 834245S

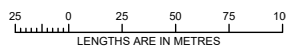
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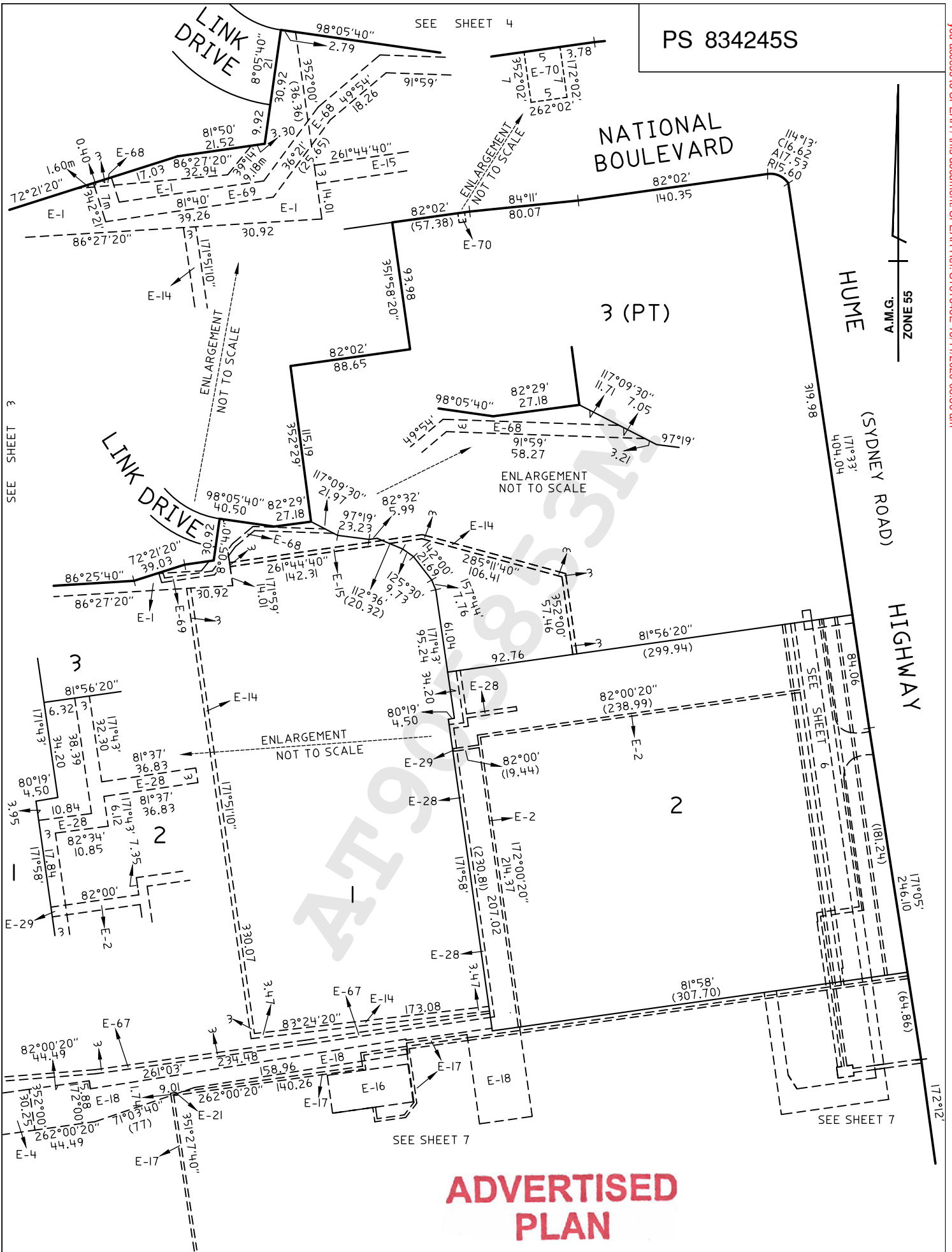
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REF: 15939

V03

SHEET 4

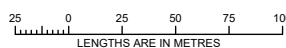
PS 834245S



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SCALE
1:2500



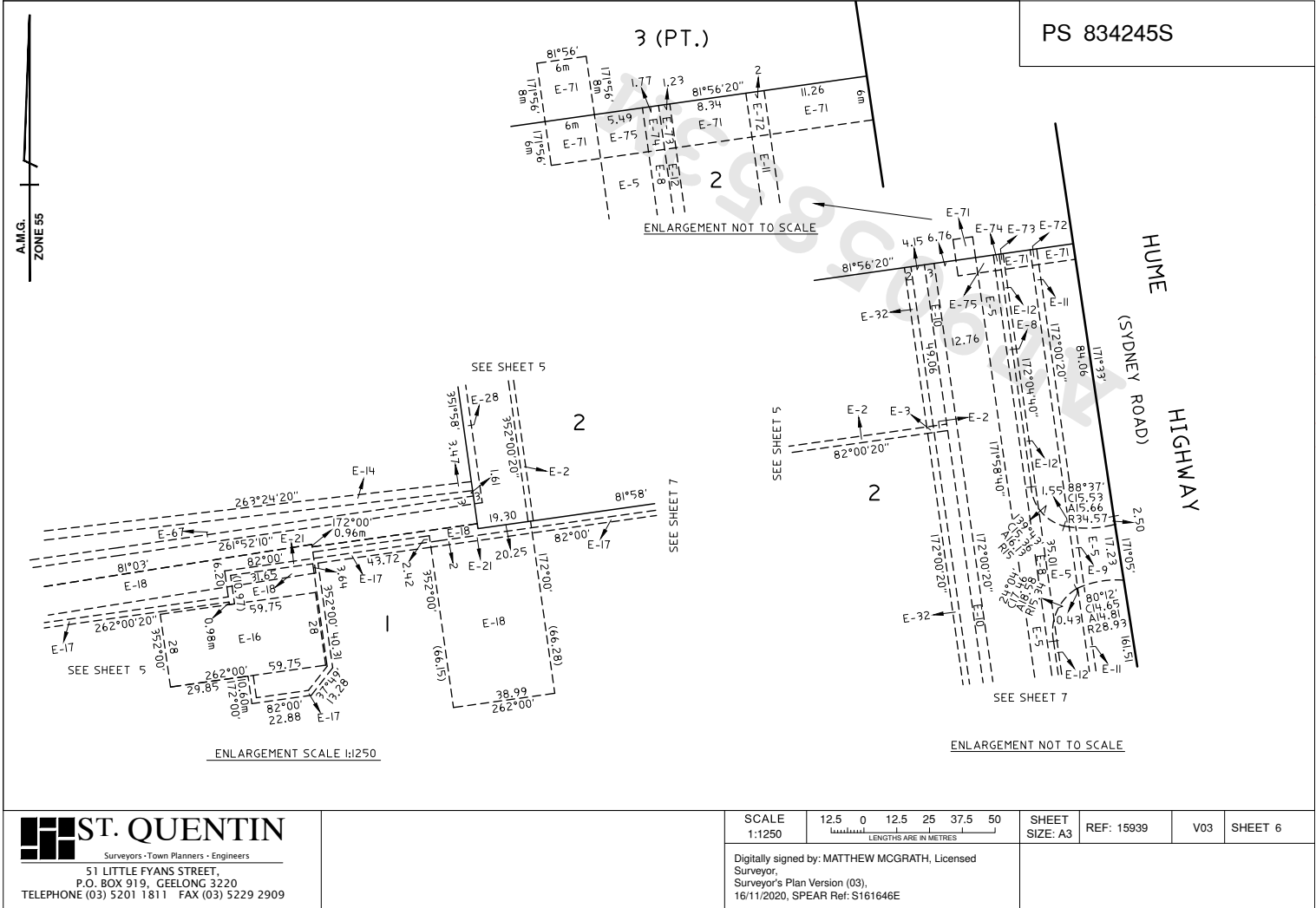
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V03

SHEET 5



ADVERTISED
PLAN

A.M.G.
ZONE 55

2

ADVERTISED PLAN

HUME
(SYDNEY ROAD)
HIGHWAY
171°05'
1121
(6)

SEE SHEET 6

SHEET 7

1	2	3
4	5	6

ST. QUENTIN

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OWNERS CORPORATION SCHEDULE

PS834245S

Owners Corporation No. 1

Plan No. PS834245S

Land affected by Owners Corporation: ALL OF THE LOTS IN THE TABLE BELOW

Common Property No.:

Limitations of Owners Corporation: Limited

Notations

THE PURPOSE OF OWNERS CORPORATION NO. 1 IS
TO MANAGE ALL THE COMMON PRIVATE WATER SUPPLY PIPEWORK WITHIN LOTS 2 & 3, IN ADDITION TO
SUBSEQUENT EASEMENTS E-71, E-72, E-73, E-74 & E-75 ON THIS PLAN

Totals		
	Entitlement	Liability
This schedule	100	100
Balance of existing OC	0	0
Overall Total	100	100

ADVERTISED PLAN

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability
2	50	50
3	50	50

StQuentin Consulting Pty Ltd
51 Little Fyans Street South Geelong VIC 3220

SURVEYORS FILE REFERENCE: 15939

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OWNERS CORPORATION SCHEDULE

PS834245S

Owners Corporation No. 2

Plan No. PS834245S

Land affected by Owners Corporation:

ALL OF THE LOTS IN THE TABLE BELOW

Common Property No.:

Limitations of Owners Corporation:

Limited

Notations

THE PURPOSE OF OWNERS CORPORATION NO. 2 IS
 TO MANAGE ALL THE COMMON PRIVATE SEWER PIPEWORK WITHIN LOTS 1, 2 & 3, IN ADDITION TO
 SUBSEQUENT EASEMENTS E-14 & E-15 ON THIS PLAN

Totals		
	Entitlement	Liability
This schedule	30	30
Balance of existing OC	0	0
Overall Total	30	30

ADVERTISED PLAN

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
1	10	10									
2	10	10									
3	10	10									

StQuentin Consulting Pty Ltd

51 Little Fyans Street South Geelong VIC 3220

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SHEET 1

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Department of Transport and Planning

Electronic Instrument Statement

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Produced 20/04/2026 01:01:43 PM

Status	Registered	Dealing Number	AT905856F
Date and Time Lodged	23/12/2020 11:44:57 AM		

Lodger Details

Lodger Code	18776H
Name	HARWOOD ANDREWS
Address	
Lodger Box	
Phone	
Email	
Reference	AL - 22005662 (2)

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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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

10560/286
11150/231

Instrument and/or legislation

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

Applicant(s)

Name	HUME CITY COUNCIL
Address	
Street Number	1079
Street Name	PASCOE VALE
Street Type	ROAD
Locality	BROADMEADOWS
State	VIC
Postcode	3047

**ADVERTISED
PLAN**



Department of Transport and 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	HUME CITY COUNCIL
Signer Name	JAMIE ANDREW MCCALLUM
Signer Organisation	THE LANTERN LEGAL GROUP PTY LTD
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	23 DECEMBER 2020

File Notes:

NIL

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

Statement End.

**ADVERTISED
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Number of Pages (excluding this cover sheet)	19
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**ADVERTISED
PLAN**

Section 173 Agreement

Hume City Council

Ford Motor Company of Australia Limited

AT905856E

**ADVERTISED
PLAN**

Section 173 Agreement

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**ADVERTISED
PLAN**

Section 173 Agreement

**ADVERTISED
PLAN**

Date	16th December 2020
Parties	
1.	Hume City Council of 1079 Pascoe Vale Road, Broadmeadows, 3047, Victoria (Council)
2.	Ford Motor Company of Australia Limited (ABN 30 004 116 223) of Level 1, 600 Victoria Street, Richmond, 3121, Victoria (Ford)
Recitals	
A.	Ford is the registered proprietor of the land known as 1727-1787 Hume Highway Campbellfield, 3061, Victoria, and more particularly described in Certificate of Title Volume 11150 Folio 231 (the Campbellfield Land), and the land known as 1731-1733 Hume Highway Campbellfield, 3061, Victoria, and more particularly described in Certificate of Title Volume 10560 Folio 286 (the Plant 2 Land).
B.	The Campbellfield Land and the Plant 2 Land are within an area covered by the Hume Planning Scheme and Council is the responsible authority for the Planning Scheme under the provisions of the Act.
C.	Ford is proposing to subdivide the Campbellfield Land and Plant 2 in accordance with Plan of Subdivision No PS 834245S (the Plan of Subdivision , a copy of which is attached in Annexure A) and has sought Council's approval of the Plan of Subdivision as required under the <i>Subdivision Act 1988</i> (Vic).
D.	Council has issued planning permit P22313 (the Planning Permit) in respect of Ford's Plan of Subdivision application and has agreed to issue a Statement of Compliance on Condition that Ford enters into this Agreement.
E.	The parties have agreed that without restricting or limiting their respective powers to enter into this Agreement in so far as it can be so treated this Agreement will be treated as being an Agreement under section 173 of the Act.

It is agreed as follows.

1. Definitions and Interpretation

1.1 Definitions

The following definitions apply unless the context requires otherwise.

Act means the *Planning and Environment Act 1987* (Vic).

Section 173 Agreement

Agreement means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement.

Lot 1 means the land known as Lot 1 on Plan of Subdivision No PS 834245S and being the land in Certificate of Title Volume 11150 Folio 231.

Lot 2 means the land known as Lot 2 on Plan of Subdivision No PS 834245S and being the land in Certificate of Title Volume 10560 Folio 286.

Lot 3 means the land known as Lot 3 on Plan of Subdivision No PS 834245S and being the land in Certificate of Title Volume 11150 Folio 231.

Planning Permit means planning permit P22313 issued by Council.

Stormwater Drawings means drawings FD2-AEC-BMS-DW-UT-0115-3 and FD2-AEC-BMS-DW-UT-0103-2

1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.

- (a) The singular includes the plural and conversely.
- (b) A gender includes all genders.
- (c) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.
- (e) A reference to a Clause is a reference to a clause of this Agreement.
- (f) A reference to an agreement or document (including, without limitation, a reference to this Agreement) is to the agreement or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by this Agreement or that other agreement or document
- (g) A reference to a party to this Agreement or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives).
- (h) A reference to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.
- (i) A reference to conduct includes, without limitation, an omission, statement or undertaking, whether or not in writing.
- (j) A reference to an agreement includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a document includes an agreement (as so defined) in writing and any certificate, notice, instrument and document of any kind.
- (k) A reference to a right or obligation of any two or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally. A reference to a party
- (l) The meaning of general words is not limited by specific examples introduced by *including*, or *for example*, or similar expressions
- (m) Nothing in this Agreement is to be interpreted against a party solely on the ground that the party put forward this Agreement or any part of it.

**ADVERTISED
PLAN**

Section 173 Agreement

2. Ford's covenant

Ford, with the intent that its covenants in this Agreement will run with Lot 2 and Lot 3 on Plan of Subdivision No PS 834245S, covenants and agrees with Council that from the date of this Agreement:

- a) the deferral of the installation of an additional drain point from the southwest corner of Lot 3 into the existing Lot 2, and contained within Easement E-28 on the Plan of Subdivision, to capture stormwater flows from Lot 3 at the boundary with Lot 2 (**Future Lot 2 Stormwater Works**, as highlighted on the Stormwater Drawings and attached in Annexure B) to a time before a future sale of Lot 2 or Lot 3, or the development of Lot 3
- b) the Future Lot 2 Stormwater Works must be approved by Council prior to commencement of the works.

3. Registration of the Agreement

Ford and Council must do all things reasonably necessary to enable the registration of this Agreement on the certificate of title of the Campbellfield Land and the certificate of title of the Plant 2 Land in accordance with section 181 of the Act including signing any further agreement, acknowledgement or document to enable the said Memorandum to be so entered and further, to enable the provisions of this Agreement to be carried out by the parties.

4. Costs and Expenses

- (a) Ford must bear the reasonable costs arising out of the negotiation, preparation and execution of this Agreement.
- (b) Any stamp duty payable on or in connection with this Agreement must be borne by Ford.

5. General

5.1 Further Assurance

Each party agrees to do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this Agreement and the transactions contemplated by it.

5.2 No Waiver

No failure to exercise nor any delay in exercising any right, power or remedy by a party operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing

**ADVERTISED
PLAN**

Section 173 Agreement

5.3 Severability of Provisions

Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

6. Electronic Execution

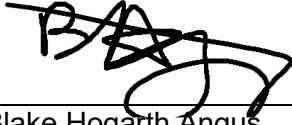
A party may sign electronically a soft copy of this Agreement through DocuSign and bind itself accordingly. This will satisfy any statutory or other requirements for the Agreement to be in writing and signed by that party. The parties intend that any soft copy so signed will constitute an executed original counterpart, and any print-out of the copy with the relevant signatures will also constitute an executed original counterpart

**ADVERTISED
PLAN**

Section 173 Agreement

Executed in Victoria

Signed, sealed and delivered by:



Coordinator Blake Hogarth Angus
~~Acting Manager – Statutory Planning &~~
~~Building Control Services~~

on behalf of **Hume City Council** pursuant to the power delegated to that person by an instrument of Delegation authorised by Resolution of Council in the presence of:



Danielle Kos
Signature of Witness

Not Applicable - see above

Signature of Delegate

Danielle Kos
Full Name of Witness (Print)

Executed as an agreement in accordance with section 127 of the *Corporations Act 2001* by **Ford Motor Company of Australia Limited (ACN 004 116 223)**:



Andrew Birkic
Director Signature

Andrew Birkic

Print Name



Katrina Woolf
Director/Secretary Signature

Katrina Woolf

Print Name

**ADVERTISED
PLAN**

Section 173 Agreement

Annexure A – Plan of Subdivision PS 834245S

AT905856E

**ADVERTISED
PLAN**

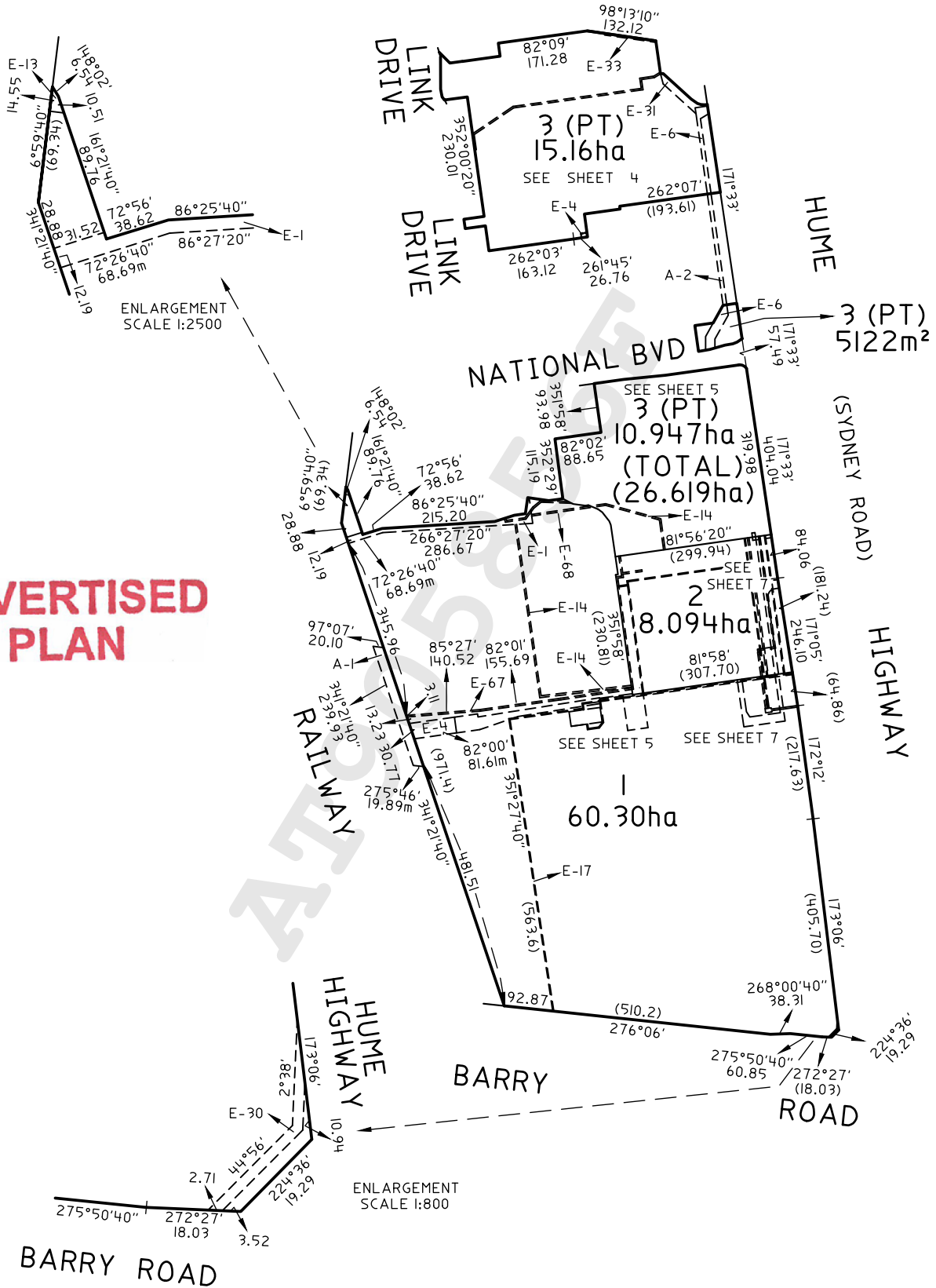
PLAN OF SUBDIVISION				EDITION 1		PS 834245S	
LOCATION OF LAND PARISH: WILL WILL ROOK CROWN PORTION: 13 (PART) PARISH: WOLLERT CROWN PORTION: 1 (PART) TITLE REFERENCE: VOL.11150 FOL.231 VOL.10560 FOL.286 LAST PLAN REFERENCE: PS627014T (LOT 5) PS437072M (LOT 1) POSTAL ADDRESS: 1721-1787 SYDNEY ROAD & 1731-1733 (at time of subdivision) SYDNEY ROAD CAMPBELLFIELD, 3061 MGA CO-ORDINATES: E: 319 286 ZONE: 55 (of approx centre of land in plan) N: 5 829 784 GDA 94				Council Name: Hume City Council SPEAR Reference Number: S161646E ADVERTISED PLAN			
VESTING OF ROADS AND/OR RESERVES				NOTATIONS			
IDENTIFIER		COUNCIL/BODY/PERSON		LOT 3 CONSISTS OF 3 PARTS. DIMENSIONS OF NORTHERN PARTS OF LOT 3 ARE NOT THE RESULT OF THIS SURVEY AND ARE DERIVED FROM TITLE ADDITIONAL PURPOSE OF PLAN: TO VARY AND REAPPROPRIATE EXISTING EASEMENTS. GROUND'S FOR VARIATION: CITY OF HUME PLANNING PERMIT 22313 EXISTING EASEMENTS E-3, E-5, E-7 THROUGH E-12, E-14 THROUGH E-18, E-20 THROUGH E-27, AND E-36 IN FAVOUR OF LOTS ON PS437072M HAVE BEEN RE-APPROPRIATED IN FAVOUR OF THE RELEVANT LOT/S ON THIS PLAN. EASEMENT E-15 ON PS 627014T HAS BEEN VARIED & RENAMED E-67 ON THIS PLAN. EASEMENTS E-15, E-28, E-29 & E-37 THROUGH E-66 ARE OMITTED FROM THIS PLAN.			
NIL		NIL					
NOTATIONS							
DEPTH LIMITATION Does not apply							
SURVEY: This plan is based on survey. STAGING: This is not a staged subdivision. Planning Permit No. P22313 This survey has been connected to permanent marks No(s). 36 (WOLLERT) In Proclaimed Survey Area No.							
EASEMENT INFORMATION							
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)							
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of			
SEE	SHEET	2	FOR	EASEMENT DETAILS			
ST. QUENTIN Surveyors • Town Planners • Engineers 51 LITTLE FYANS STREET, P.O. BOX 919, GEELONG 3220 TELEPHONE (03) 5201 1811 FAX (03) 5229 2909			SURVEYORS FILE REF: 15939_V03		ORIGINAL SHEET SIZE: A3	SHEET 1 OF 7	
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PLAN OF SUBDIVISION			EDITION 1	PS 834245S
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 & E-69	DRAINAGE & SEWERAGE	SEE PLAN	C/E C877051	M.M.B.W.
E-2, E-3 & E-29	WATER SUPPLY	2	AB831337X	C/T VOL.10626 FOL.788
E-3 & E-32	TELEMETRY	2	THIS PLAN	LOT 3 ON THIS PLAN
E-4	POWERLINE	SEE PLAN	PS437072M Sec. 88 - Electricity Industry Act 2000	AGL ELECTRICITY LTD.
E-5 & E-75	CARRIAGEWAY	SEE PLAN	THIS PLAN	LOTS 1 & 3 ON THIS PLAN
E-6	CARRIAGEWAY	SEE PLAN	PS449948C	LOT 2 ON PS449948C
	CARRIAGEWAY	SEE PLAN	PS608125R	LOT 4 ON PS608125R
E-7	WATER SUPPLY	SEE PLAN	THIS PLAN	LOT 3 ON THIS PLAN
	TELECOMMUNICATIONS	SEE PLAN	THIS PLAN	LOT 3 ON THIS PLAN
	GAS SUPPLY	SEE PLAN	THIS PLAN	LOT 3 ON THIS PLAN
E-8 & E-74	GAS SUPPLY	SEE PLAN	THIS PLAN	LOT 3 ON THIS PLAN
	CARRIAGEWAY	SEE PLAN	THIS PLAN	LOTS 1 & 3 ON THIS PLAN
E-9	TELECOMMUNICATIONS	SEE PLAN	THIS PLAN	LOT 3 ON THIS PLAN
	CARRIAGEWAY	SEE PLAN	THIS PLAN	LOTS 1 & 3 ON THIS PLAN
E-10	WATER SUPPLY	3	THIS PLAN	LOT 3 ON THIS PLAN
	TELECOMMUNICATIONS	3	THIS PLAN	LOT 3 ON THIS PLAN
E-11 & E-72	TELECOMMUNICATIONS	2	THIS PLAN	LOT 3 ON THIS PLAN
E-12 & E-73	GAS SUPPLY	SEE PLAN	THIS PLAN	LOT 3 ON THIS PLAN
E-13	DRAINAGE	SEE PLAN	PS449948C	HUME CITY COUNCIL
E-14	SEWERAGE	SEE PLAN	THIS PLAN	LOT 2 ON THIS PLAN
E-15	SEWERAGE	SEE PLAN	THIS PLAN	LOTS 2 & 3 ON THIS PLAN
E-16	WATER SUPPLY	SEE PLAN	THIS PLAN	LOT 2 ON THIS PLAN
E-17	WATER SUPPLY	2	THIS PLAN	LOT 2 ON THIS PLAN
E-18	ELECTRICITY SUPPLY	SEE PLAN	THIS PLAN	LOT 2 ON THIS PLAN
E-19	GAS SUPPLY	SEE PLAN	PS437072M	TXU NETWORKS (GAS) P/L
E-20	GAS SUPPLY	3	THIS PLAN	LOT 2 ON THIS PLAN
E-21	WATER SUPPLY & ELECTRICITY SUPPLY	SEE PLAN	THIS PLAN	LOT 2 ON THIS PLAN
E-22	WATER SUPPLY & CARRIAGEWAY	SEE PLAN	THIS PLAN	LOT 2 ON THIS PLAN
E-23	GAS SUPPLY	SEE PLAN	PS437072M	TXU NETWORKS (GAS) P/L
	CARRIAGEWAY	SEE PLAN	THIS PLAN	LOT 2 ON THIS PLAN
E-24	WATER SUPPLY & GAS SUPPLY	SEE PLAN	THIS PLAN	LOT 2 ON THIS PLAN
E-25	TELEMETRY	2	THIS PLAN	LOT 2 ON THIS PLAN
E-26	WATER SUPPLY & TELEMETRY	SEE PLAN	THIS PLAN	LOT 2 ON THIS PLAN
E-27	CARRIAGEWAY	SEE PLAN	THIS PLAN	LOT 2 ON THIS PLAN
E-28 & E-29	DRAINAGE	SEE PLAN	THIS PLAN	LOT 3 ON THIS PLAN
E-30	ELECTRICITY SUPPLY	2	C/E AB903059B	AGL ELECTRICITY LTD
E-31	CARRIAGEWAY	SEE PLAN	PS608125R	LOT 4 ON PS608125R
E-33	SEWERAGE	3	PS608125R	YARRA VALLEY WATER LTD.
E-34	DRAINAGE	3	PS608125R	LOT 4 ON PS608125R
E-35	CARRIAGEWAY	SEE PLAN	PS527643S	MELBOURNE WATER CORPORATION
E-35	DRAINAGE	SEE PLAN	PS527643S	MELBOURNE WATER CORPORATION
E-36	GAS SUPPLY	SEE PLAN	THIS PLAN	LOTS 1 & 3 ON THIS PLAN
	TELEMETRY	SEE PLAN	THIS PLAN	LOTS 1 & 3 ON THIS PLAN
E-67	DRAINAGE	SEE PLAN	THIS PLAN	LOTS 2 & 3 ON THIS PLAN
E-68 & E-69	DRAINAGE	SEE PLAN	THIS PLAN	LOT 3 ON THIS PLAN
E-70	ELECTRICITY SUPPLY	SEE PLAN	C/E AT657777F	JEMENA ELECTRICITY NETWORKS (VIC) LTD.
E-71, E-72, E-73 E-74 & E-75	WATER SUPPLY	SEE PLAN	THIS PLAN	YARRA VALLEY WATER LTD.
A-1	CARRIAGEWAY	SEE PLAN	INST. 252006	C/T VOL 3217 FOL 293
A-2	CARRIAGEWAY	7.10	PS449948C	LOT 1 ON PS449948C
	CARRIAGEWAY	7.10	PS608125R	LOT 4 ON PS608125R
	CARRIAGEWAY	7.10	THIS PLAN	LOT 3 ON THIS PLAN
 ST. QUENTIN Surveyors • Town Planners • Engineers 51 LITTLE FYANS STREET, P.O. BOX 919, GEELONG 3220 TELEPHONE (03) 5201 1811 FAX (03) 5229 2909			SURVEYORS FILE REF: 15939_V03 Digitally signed by: MATTHEW MCGRATH, Licensed Surveyor, Surveyor's Plan Version (03), 16/11/2020, SPEAR Ref: S161646E	
			ORIGINAL SHEET SIZE: A3	SHEET 2

PS 834245S

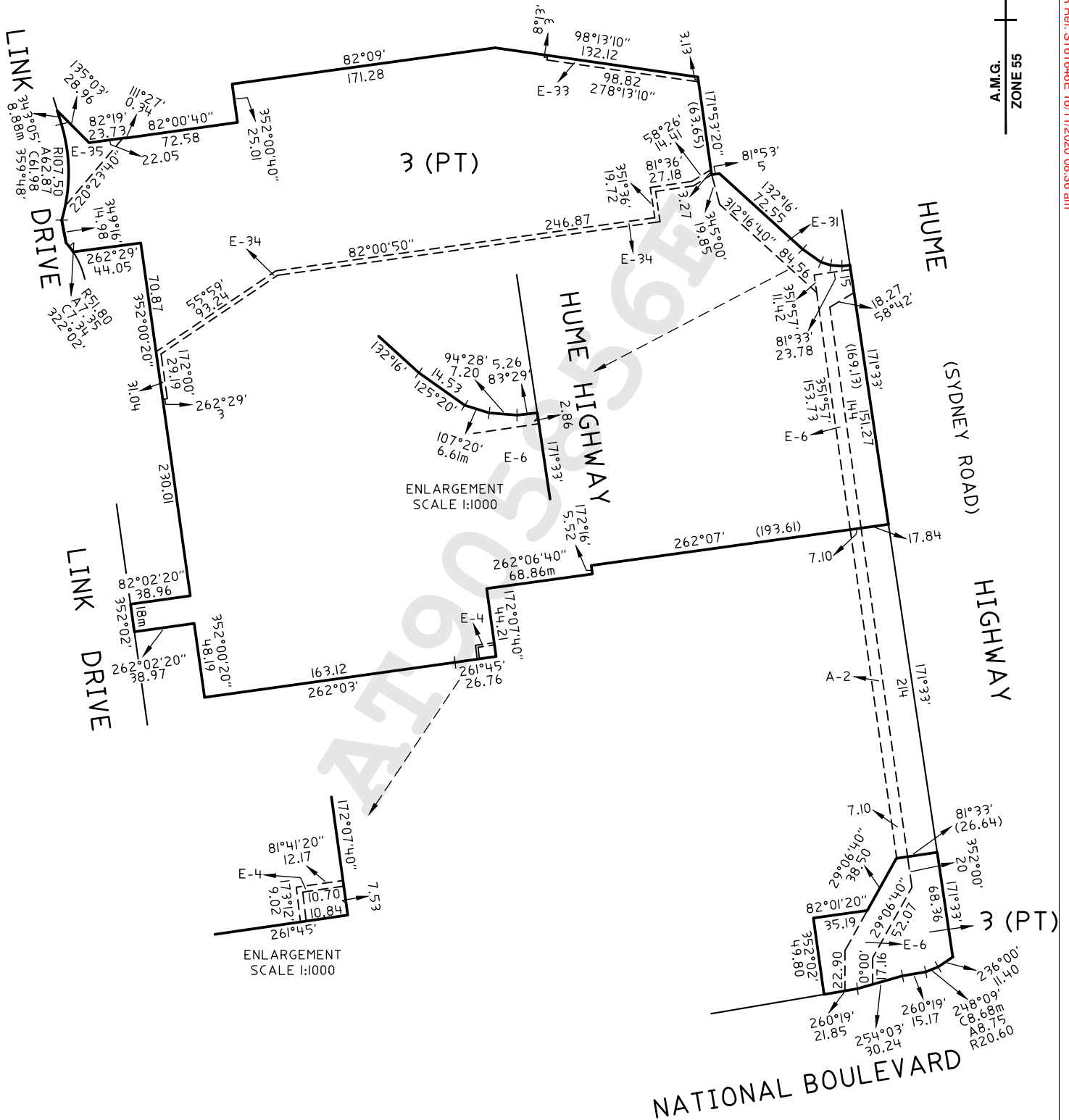
A.M.G.
ZONE 55

**ADVERTISED
PLAN**



PS 834245S

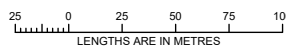
ADVERTISED PLAN



ST. QUENTIN
Surveyors • Town Planners • Engineers

51 LITTLE FYANS STREET,
P.O. BOX 919, GEELONG 3220
TELEPHONE (03) 5201 1811 FAX (03) 5229 2909

SCALE
1:2500



Digitally signed by: MATTHEW MCGRATH, Licensed
Surveyor,
Surveyor's Plan Version (03),
16/11/2020, SPEAR Ref: S161646E

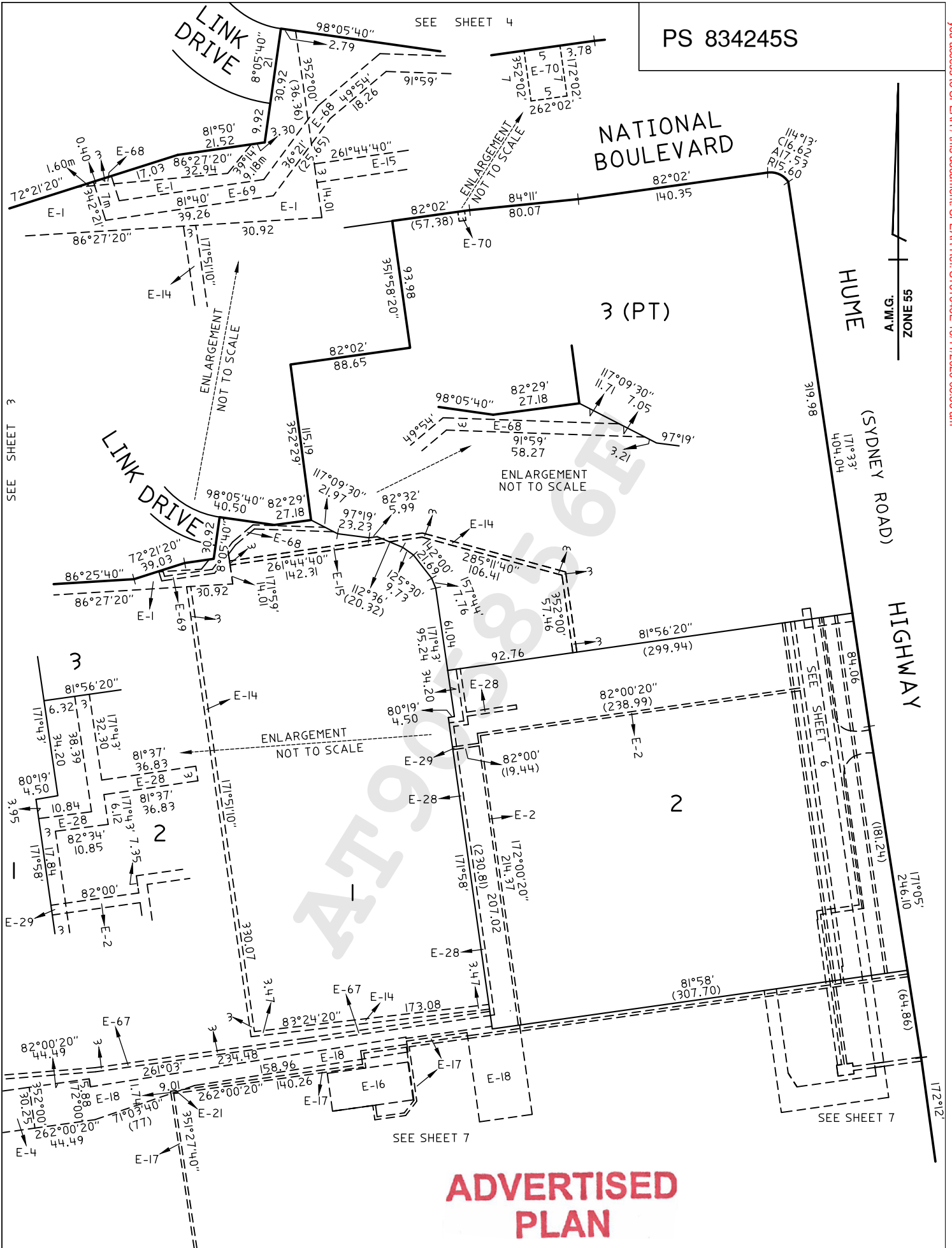
SHEET
SIZE: A3

REF: 15939

V03

SHEET 4

PS 834245S



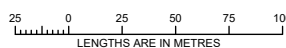
**ADVERTISED
PLAN**



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TELEPHONE (03) 5201 1811 FAX (03) 5229 2909

SCALE
1:2500



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16/11/2020, SPEAR Ref: S161646E

SHEET
SIZE: A3

REF: 15939

V03

SHEET 5



ADVERTISED PLAN

PS 834245S

A.M.G.
ZONE 55

2

ADVERTISED PLAN

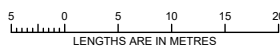
SEE SHEET 6

HIGHWAY
(SYDNEY ROAD)
HUME
171°05'
(6)
111°12'

ST. QUENTIN
Surveyors • Town Planners • Engineers

51 LITTLE FYANS STREET,
P.O. BOX 919, GEELONG 3220
TELEPHONE (03) 5201 1811 FAX (03) 5229 2909

SCALE
1:500



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16/11/2020, SPEAR Ref: S161646E

SHEET
SIZE: A3

REF: 15939

V03

SHEET 7

OWNERS CORPORATION SCHEDULE

PS834245S

Owners Corporation No. 1

Plan No. PS834245S

Land affected by Owners Corporation: ALL OF THE LOTS IN THE TABLE BELOW

Common Property No.:

Limitations of Owners Corporation:	Limited
------------------------------------	---------

Notations

THE PURPOSE OF OWNERS CORPORATION NO. 1 IS
TO MANAGE ALL THE COMMON PRIVATE WATER SUPPLY PIPEWORK WITHIN LOTS 2 & 3, IN ADDITION TO
SUBSEQUENT EASEMENTS E-71, E-72, E-73, E-74 & E-75 ON THIS PLAN

Totals		
	Entitlement	Liability
This schedule	100	100
Balance of existing OC	0	0
Overall Total	100	100

ADVERTISED PLAN

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability
2	50	50
3	50	50

StQuentin Consulting Pty Ltd
51 Little Fyans Street South Geelong VIC 3220

SURVEYORS FILE REFERENCE: 15939

SHEET 1

ORIGINAL SHEET
SIZE: A3

Digitally signed by: MATTHEW MCGRATH, Licensed
Surveyor,
Surveyor's Plan Version (03),
16/11/2020. SPEAR Ref: S161646E

OWNERS CORPORATION SCHEDULE

PS834245S

Owners Corporation No. 2

Plan No. PS834245S

Land affected by Owners Corporation: ALL OF THE LOTS IN THE TABLE BELOW

Common Property No.:

Limitations of Owners Corporation:	Limited
------------------------------------	---------

Notations

THE PURPOSE OF OWNERS CORPORATION NO. 2 IS
TO MANAGE ALL THE COMMON PRIVATE SEWER PIPEWORK WITHIN LOTS 1, 2 & 3, IN ADDITION TO
SUBSEQUENT EASEMENTS E-14 & E-15 ON THIS PLAN

Totals		
	Entitlement	Liability
This schedule	30	30
Balance of existing OC	0	0
Overall Total	30	30

ADVERTISED PLAN

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability
1	10	10
2	10	10
3	10	10

StQuentin Consulting Pty Ltd
51 Little Fyans Street South Geelong VIC 3220

SURVEYORS FILE REFERENCE: 15939

SHEET 1

ORIGINAL SHEET
SIZE: A3

Digitally signed by: MATTHEW MCGRATH, Licensed
Surveyor,
Surveyor's Plan Version (03),
16/11/2020. SPEAR Ref: S161646E

Section 173 Agreement

Annexure B – Stormwater Drawings

AT905856E

**ADVERTISED
PLAN**

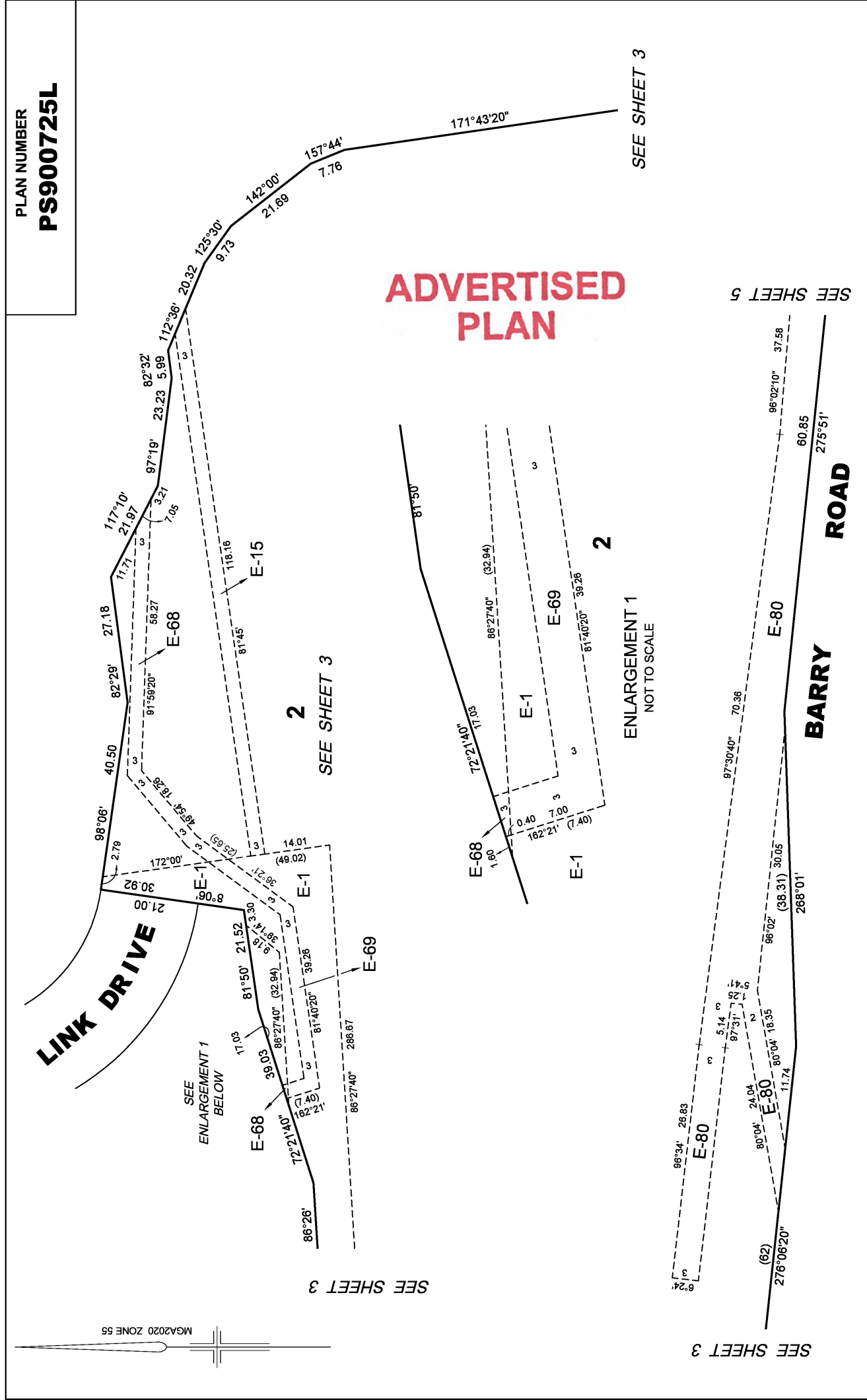
The annexure to this agreement has been intentionally removed from this copy for the purpose of effecting registration. A copy of the agreement including the annexure can be inspected at the offices of Council on reasonable notice.

AT905856E

**ADVERTISED
PLAN**

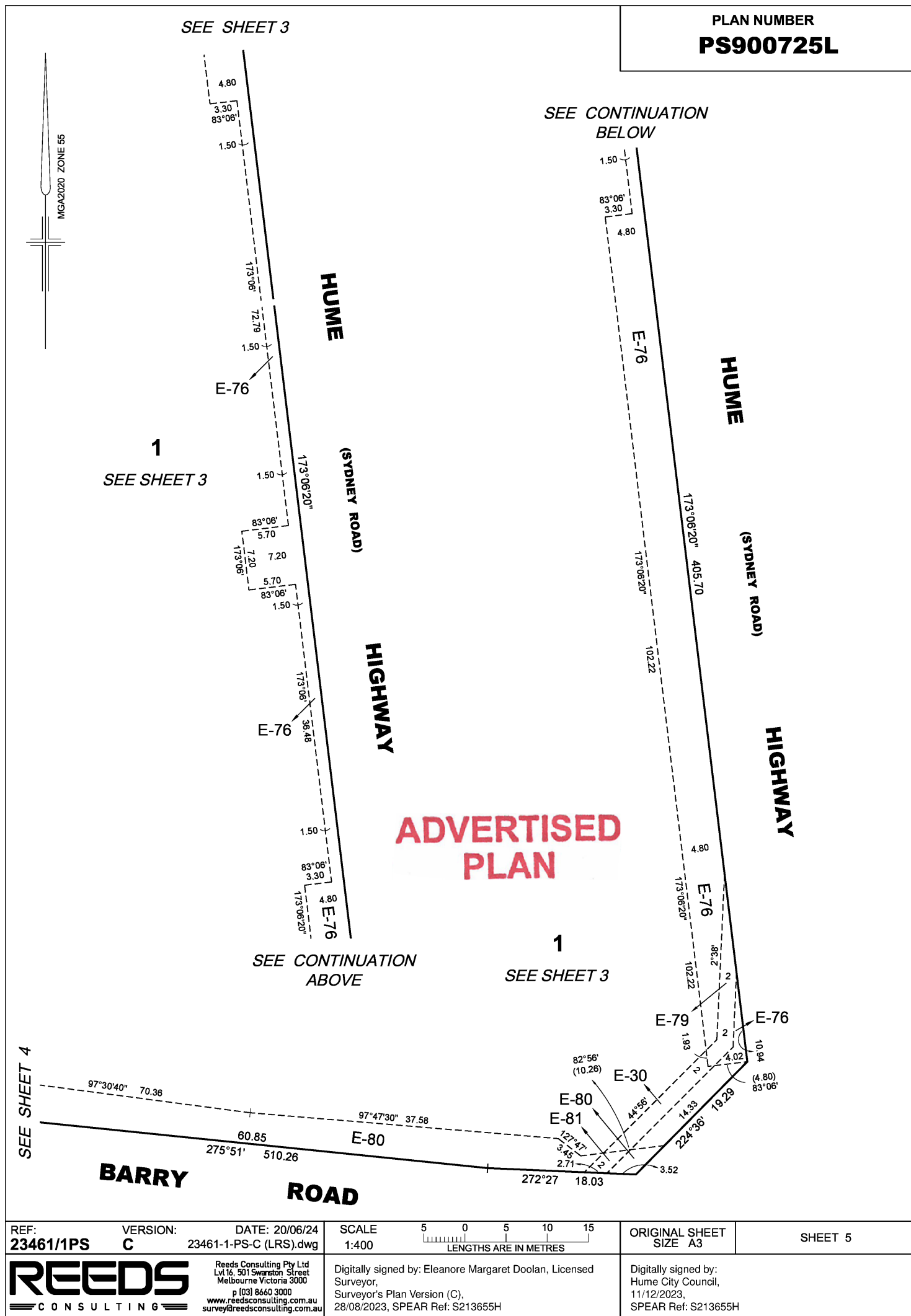
SUBDIVISION ACT 1988				EDITION 2		PLAN NUMBER PS900725L	
PLAN OF SUBDIVISION							
LOCATION OF LAND				Council Name: Hume City Council			
PARISH: WILL WILL ROOK				Council Reference Number: S010208			
CROWN PORTION: 13 (PART)				Planning Permit Reference: P25305			
PARISH: WOLLERT				SPEAR Reference Number: S213655H			
CROWN PORTION: 1 (PART)				Certification			
----				This plan is certified under section 6 of the Subdivision Act 1988			
TITLE REFERENCES: VOL. 12283 FOL. 612				Public Open Space			
----				A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has not been made			
LAST PLAN REFERENCE: LOT 1 ON PS834245S				Digitally signed by: Jouna KOLOSE for Hume City Council on 11/12/2023			
POSTAL ADDRESS: 1727 - 1729 SYDNEY ROAD				Statement of Compliance issued: 22/05/2024			
(at time of subdivision) CAMPBELLFIELD, VIC 3061							
MGA CO-ORDINATES: E 319 200 ZONE: 55							
(of approximate centre of land in plan) N 5 829 700 GDA 2020							
VESTING OF ROADS OR RESERVES							
IDENTIFIER		COUNCIL / BODY / PERSON					
NIL		NIL				NUMBER OF LOTS IN THIS PLAN: 2	
						TOTAL AREA OF LAND IN THIS PLAN: 60.30ha	
DEPTH LIMITATION: DOES NOT APPLY							
NOTATIONS							
ADVERTISED PLAN				EASEMENT NUMBERING HAS BEEN MAINTAINED TO BE CONSISTENT WITH PS834245S. NUMBERS FROM NUMERICAL SEQUENCE HAVE BEEN OMITTED FROM THIS PLAN AS A RESULT.			
EASEMENT INFORMATION						STAGING:	
LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)						THIS IS NOT A STAGED SUBDIVISION	
						PLANNING PERMIT	
						No. _____	
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED /IN FAVOUR OF			
FOR EASEMENT INFORMATION REFER TO SHEET 2						SURVEY:	
						THIS PLAN IS BASED ON SURVEY	
						THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). WOLLERT PM36, PM133, PM134, WILL WILL ROCK PM463, PM464	
						IN PROCLAIMED SURVEY AREA No.-----	
REF: 23461/1PS	VERSION: C	DATE: 20/06/24		23461-1-PS-C (LRS).dwg		ORIGINAL SHEET SIZE A3	SHEET 1 OF 5 SHEETS
REEDS		Reeds Consulting Pty Ltd Lvl 16, 501 Swanston Street Melbourne Victoria 3000 p (03) 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au		Digitally signed by: Eleanore Margaret Doolan, Licensed Surveyor, Surveyor's Plan Version (C), 28/08/2023, SPEAR Ref: S213655H		PLAN REGISTERED TIME: 11:38 AM DATE: 24/06/2024 L.D.Rozario Assistant Registrar of Titles	

				PLAN NUMBER PS900725L
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, E-69	DRAINAGE & SEWERAGE	SEE DIAG.	C/E C877051	M.M.B.W.
E-4	POWERLINE	SEE DIAG.	PS437072M SEC 88 ELECTRICITY INDUSTRY ACT 2000	AGL ELECTRICITY LTD.
E-13	DRAINAGE	SEE DIAG.	PS449948C	HUME CITY COUNCIL
E-15	SEWERAGE	SEE DIAG.	PS834245S	LOTS 2 AND 3 ON PS834245S
E-30, E-79, E-81	ELECTRICITY SUPPLY	SEE DIAG.	C/E AB903059B	AGL ELECTRICITY LTD
E-67	DRAINAGE	3	PS834245S	LOTS 2 AND 3 ON PS834245S
E-68, E-69	DRAINAGE	SEE DIAG.	PS834245S	LOT 3 ON PS834245S
E-76, E-79 & E-84	DISTRIBUTION OF ELECTRICITY	SEE DIAG.	AW312594P	JEMENA ELECTRICITY NETWORKS (VIC) LTD
E-80, E-81	DRAINAGE	SEE DIAG.	THIS PLAN	HUME CITY COUNCIL
E-82	SEWERAGE	SEE DIAG.	THIS PLAN	LOT 1 ON THIS PLAN
A-1	CARRIAGEWAY	SEE DIAG.	INST.252006	C/T VOL.3217 FOL.293
A-2	CARRIAGEWAY	SEE DIAG.	PS446490R	LOT 1 ON PS449948C
A-3	CARRIAGEWAY	SEE DIAG.	PS446490R	LOT 1 ON PS446489A
E-83, E-84	SUPPLY OF GAS (THROUGH UNDERGROUND PIPES) AS SET OUT IN MCP AA1261.	SEE DIAG.	AY906888S	AUSNET GAS SERVICES PTY LTD
REF: 23461/1PS			VERSION: C	DATE: 20/06/24 23461-1-PS-C (LRS).dwg
ORIGINAL SHEET SIZE A3			SHEET 2	
 Reeds Consulting Pty Ltd Lvl 10, 501 Swanston Street Melbourne Victoria 3000 p (03) 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au			Digitally signed by: Eleanore Margaret Doolan, Licensed Surveyor, Surveyor's Plan Version (C), 28/08/2023, SPEAR Ref: S213655H	
Digitally signed by: Hume City Council, 11/12/2023, SPEAR Ref: S213655H				



PLAN NUMBER
PS900725L

REF: 23461/1PS		VERSION: C	DATE: 20/06/24	23461-1-PS-C (LRS).dwg
REEDS CONSULTING				
Reeds Consulting Pty Ltd Lvl 16, 501 Swanton Street Melbourne Victoria 3000 p (03) 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au				
SCALE 1:750		LENGTHS ARE IN METRES		
100102030		Digitally signed by: Eleanor Margaret Doolan, Licensed Surveyor, Surveyor's Plan Version (C), 28/08/2023, SPEAR Ref: S213655H		
ORIGINAL SHEET SIZE A3		Digitally signed by: Hume City Council, 11/12/2023, SPEAR Ref: S213655H		
SHEET 4				



PLAN NUMBER

PS900725L

ADVERTISED PLAN

2

4

SEE SHEET 3

SEE SHEET 3

→

SEE SHEET 3

SEE SHEET 4

ROAD

BARRY

ROAD

BARRY

HUME (SYDNEY ROAD) HIGHWAY E-76
173°06'20" 10.9

REF: **23461/1PS** VERSION: **C** DATE: 20/06/24
23461-1-PS-C (LRS).dwg

REEDS
CONSULTING

Reeds Consulting Pty Ltd
 v16, 501 Swanston Street
 Melbourne Victoria 3000
 p (03) 8660 3000
www.reedsconsulting.com.au
evideedsconsulting.com.au

SCALE
1:250



LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3	SHEET 6
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SHEET 6

Digitally signed by: Eleanore Margaret Doolan, Licensed
Surveyor,
Surveyor's Plan Version (C),
28/08/2023, SPEAR Ref: S213655H

Digitally signed by:
Hume City Council,
11/12/2023,
SPEAR Ref: S213655H

Amended by: Eleanore Margaret Doolan, Licensed Surveyor 24/06/2024.

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**ADVERTISED
PLAN**

AA7096

Memorandum of common provisions Section 91A Transfer of Land Act 1958

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Lodged by	
Name:	Allens
Phone:	+61 3 9614 1011
Address:	Level 33, 101 Collins Street, Melbourne Vic 3000
Reference:	DAMM:120776651 (Ford Campbellfield)
Customer code:	0951R

This memorandum contains provisions which are intended for inclusion in instruments and plans to be subsequently lodged for registration.

Provisions:

This memorandum contains provisions which are intended for inclusion in instruments and plans to be subsequently lodged for registration.

Provisions:

The Restrictive Covenant is as follows:

With the intent that the benefit of each covenant shall be attached to and run at law and in equity with the proprietors for the time being of that part of the land comprised in Certificate of Title Volume 12283 Folio 612 known as Lot 1 on PS834245S (**Benefited Land**) and that the burden of this covenant shall be attached to and run at law and in equity with the Lot hereby transferred, being the land comprised in Certificate of Title Volume 12283 Folio 613 known as Lot 2 on PS834245S and Certificate of Title Volume 12283 Folio 614 known as Lot 3 on PS834245S, (**Burdened Land**), and every part thereof the Transferee HEREBY for himself and his transferees, executors and administrators, and assigns as a separate covenant COVENANTS with the Transferor and other registered proprietors for the time being of the Benefited Land, that the Transferee and his respective heirs, executors, administrators and transferees shall not use the Burdened Land for abattoir, adult sex product shop, brothel, crematorium, fuel depot (excluding, for the avoidance of doubt, any service station providing fuel for retail sale), industry in respect of laundering, materials recycling, refuse disposal, refuse transfer station, retail sales premises in respect of passenger motor vehicles, sports utility vehicles (SUVs) and light trucks/commercial vehicles (including vans and pick-ups, but excluding buses) (as defined by the Federal Chamber of Automotive Industries), and utility installation in respect of power, AND IT IS REQUESTED that each covenant be set out as an encumbrance on the Certificates of Title to be issued pursuant to this Transfer.

**ADVERTISED
PLAN**

35271702A

V3

1. The provisions are to be numbered consecutively from number 1.
2. Further pages may be added but each page should be consecutively numbered.
3. To be used for the inclusion of provisions in instruments and plans.

91ATLA

Page 1 of 1

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