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

VOLUME 03096 FOLIO 112

Security no : 124119308422L  
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**ADVERTISED  
PLAN**

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 004570.  
PARENT TITLE Volume 03030 Folio 916  
Created by instrument E713486 23/02/1973

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
DAELROEM PTY LTD of "BONNIE BANK" MOUNT MERCER  
M957926H 27/07/1987

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS468839W 23/08/2019  
COMMONWEALTH BANK OF AUSTRALIA

CAVEAT AH489650V 13/09/2010

Caveator  
MT MERCER WINDFARM PTY LTD  
Grounds of Claim  
LEASE WITH THE FOLLOWING PARTIES AND DATE.  
Parties  
THE REGISTERED PROPRIETOR(S)  
Date  
18/06/2008  
Estate or Interest  
LEASEHOLD ESTATE  
Prohibition  
ANY INSTRUMENT THAT AFFECTS MY/OUR INTEREST  
Lodged by  
K&L GATES (17)  
Notices to  
MIDDLETONS of LEVEL 25 RIALTO SOUTH TOWER 525 COLLINS STREET MELBOURNE VIC  
3000

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AGREEMENT Section 173 Planning and Environment Act 1987  
AK152783E 25/01/2013

DIAGRAM LOCATION

SEE LP004570 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

ADMINISTRATIVE NOTICES

NIL



eCT Control 20381U COMMONWEALTH BANK OF AUSTRALIA  
Effective from 03/10/2019

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

VOLUME 03119 FOLIO 655

Security no : 124119309383R  
Produced 24/10/2024 05:16 PM

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PLAN**

LAND DESCRIPTION

Lot 8 on Plan of Subdivision 004570.  
PARENT TITLE Volume 03030 Folio 916  
Created by instrument 0522407 29/03/1906

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
MT MERCER NOMINEES PTY LTD of 1 1-3 BATH LANE BALLARAT VIC 3350  
AH789427B 15/02/2011

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS468908E 23/08/2019  
COMMONWEALTH BANK OF AUSTRALIA

CAVEAT AH489715T 13/09/2010

Caveator  
MT MERCER WINDFARM PTY LTD  
Grounds of Claim  
LEASE WITH THE FOLLOWING PARTIES AND DATE.  
Parties  
THE REGISTERED PROPRIETOR(S)  
Date  
13/08/2008  
Estate or Interest  
LEASEHOLD ESTATE  
Prohibition  
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Lodged by  
K&L GATES (17)  
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3000

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DIAGRAM LOCATION

SEE LP004570 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

ADMINISTRATIVE NOTICES

NIL

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

VOLUME 03113 FOLIO 573

Security no : 124119309535C  
Produced 24/10/2024 05:18 PM

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LAND DESCRIPTION

Lot 9 on Plan of Subdivision 004570.  
PARENT TITLE Volume 03030 Folio 916  
Created by instrument 0521277 12/03/1906

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
MT MERCER NOMINEES PTY LTD of 1 1-3 BATH LANE BALLARAT VIC 3350  
AH789427B 15/02/2011

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS468908E 23/08/2019  
COMMONWEALTH BANK OF AUSTRALIA

CAVEAT AH489715T 13/09/2010

Caveator  
MT MERCER WINDFARM PTY LTD  
Grounds of Claim  
LEASE WITH THE FOLLOWING PARTIES AND DATE.  
Parties  
THE REGISTERED PROPRIETOR(S)  
Date  
13/08/2008  
Estate or Interest  
LEASEHOLD ESTATE  
Prohibition  
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Lodged by  
K&L GATES (17)  
Notices to  
MIDDLETONS of LEVEL 25 RIALTO SOUTH TOWER 525 COLLINS STREET MELBOURNE VIC  
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DIAGRAM LOCATION

SEE LP004570 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

ADMINISTRATIVE NOTICES

NIL

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Effective from 03/10/2019

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

VOLUME 03406 FOLIO 200

Security no : 124119309524N  
Produced 24/10/2024 05:18 PM

LAND DESCRIPTION

Lot 10 on Plan of Subdivision 004570.  
PARENT TITLE Volume 03030 Folio 916  
Created by instrument 0617177 23/03/1910

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
MT MERCER NOMINEES PTY LTD of 1 1-3 BATH LANE BALLARAT VIC 3350  
AH789427B 15/02/2011

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS468908E 23/08/2019  
COMMONWEALTH BANK OF AUSTRALIA

CAVEAT AH489715T 13/09/2010

Caveator  
MT MERCER WINDFARM PTY LTD  
Grounds of Claim  
LEASE WITH THE FOLLOWING PARTIES AND DATE.  
Parties  
THE REGISTERED PROPRIETOR(S)  
Date  
13/08/2008  
Estate or Interest  
LEASEHOLD ESTATE  
Prohibition  
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Lodged by  
K&L GATES (17)  
Notices to  
MIDDLETONS of LEVEL 25 RIALTO SOUTH TOWER 525 COLLINS STREET MELBOURNE VIC  
3000

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DIAGRAM LOCATION

SEE LP004570 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

ADMINISTRATIVE NOTICES

NIL

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

VOLUME 08363 FOLIO 812

Security no : 124119309519T  
Produced 24/10/2024 05:18 PM

LAND DESCRIPTION

Lot 11 on Plan of Subdivision 004570.  
PARENT TITLE Volume 08363 Folio 811  
Created by instrument B215110 30/05/1961

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
WINGEEL RICE PTY LTD of 65 MERCER STREET SHELFORD VIC 3329  
AQ276238M 21/09/2017

ENCUMBRANCES, CAVEATS AND NOTICES

CAVEAT AH489698Q 13/09/2010  
Caveator  
MT MERCER WINDFARM PTY LTD  
Grounds of Claim  
LEASE WITH THE FOLLOWING PARTIES AND DATE.  
Parties  
THE REGISTERED PROPRIETOR(S)  
Date  
11/06/2006  
Estate or Interest  
LEASEHOLD ESTATE  
Prohibition  
ANY INSTRUMENT THAT AFFECTS MY/OUR INTEREST  
Lodged by  
K&L GATES (17)  
Notices to  
MERIDIAN ENERGY AUSTRALIA of 9 QUEEN STREET, BASEMENT LEVEL, MELBOURNE 3000  
AMENDMENT OF ADDRESS ON CAVEAT AJ837359K 3/08/2012

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DIAGRAM LOCATION

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ACTIVITY IN THE LAST 125 DAYS

NIL

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

VOLUME 03106 FOLIO 096

Security no : 124119309531F

Produced 24/10/2024 05:18 PM

LAND DESCRIPTION

Lot 13 on Plan of Subdivision 004570.  
PARENT TITLE Volume 03030 Folio 916  
Created by instrument 0519106 01/02/1906

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
GRAEME ANDREW FAGG of GRAHAMS ROAD MOUNT MERCER VIC 3352  
AF962185C 11/07/2008

ENCUMBRANCES, CAVEATS AND NOTICES

CAVEAT AH489684C 13/09/2010  
Caveator  
MT MERCER WINDFARM PTY LTD  
Grounds of Claim  
LEASE WITH THE FOLLOWING PARTIES AND DATE.  
Parties  
THE REGISTERED PROPRIETOR(S)  
Date  
16/06/2008  
Estate or Interest  
LEASEHOLD ESTATE  
Prohibition  
ANY INSTRUMENT THAT AFFECTS MY/OUR INTEREST  
Lodged by  
K&L GATES (17)  
Notices to  
MERIDIAN ENERGY AUSTRALIA of 9 QUEEN STREET, BASEMENT LEVEL, MELBOURNE VIC.  
3000  
AMENDMENT OF ADDRESS ON CAVEAT AJ837289E 3/08/2012

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DIAGRAM LOCATION

SEE LP004570 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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# Plan of subdivision of

Pre. Sec. XVIII, A & B Sec. XVII, A, B, C & D Sec. XIX, A, B, C, D Sec. XX.

A & B Sec. XXIV, A, B, C, D. Sec. XXIII and Allot. 23<sup>F</sup>

# Parish of Lawaluk

V.3030 F-316

COUNTY OF GRENVILLE

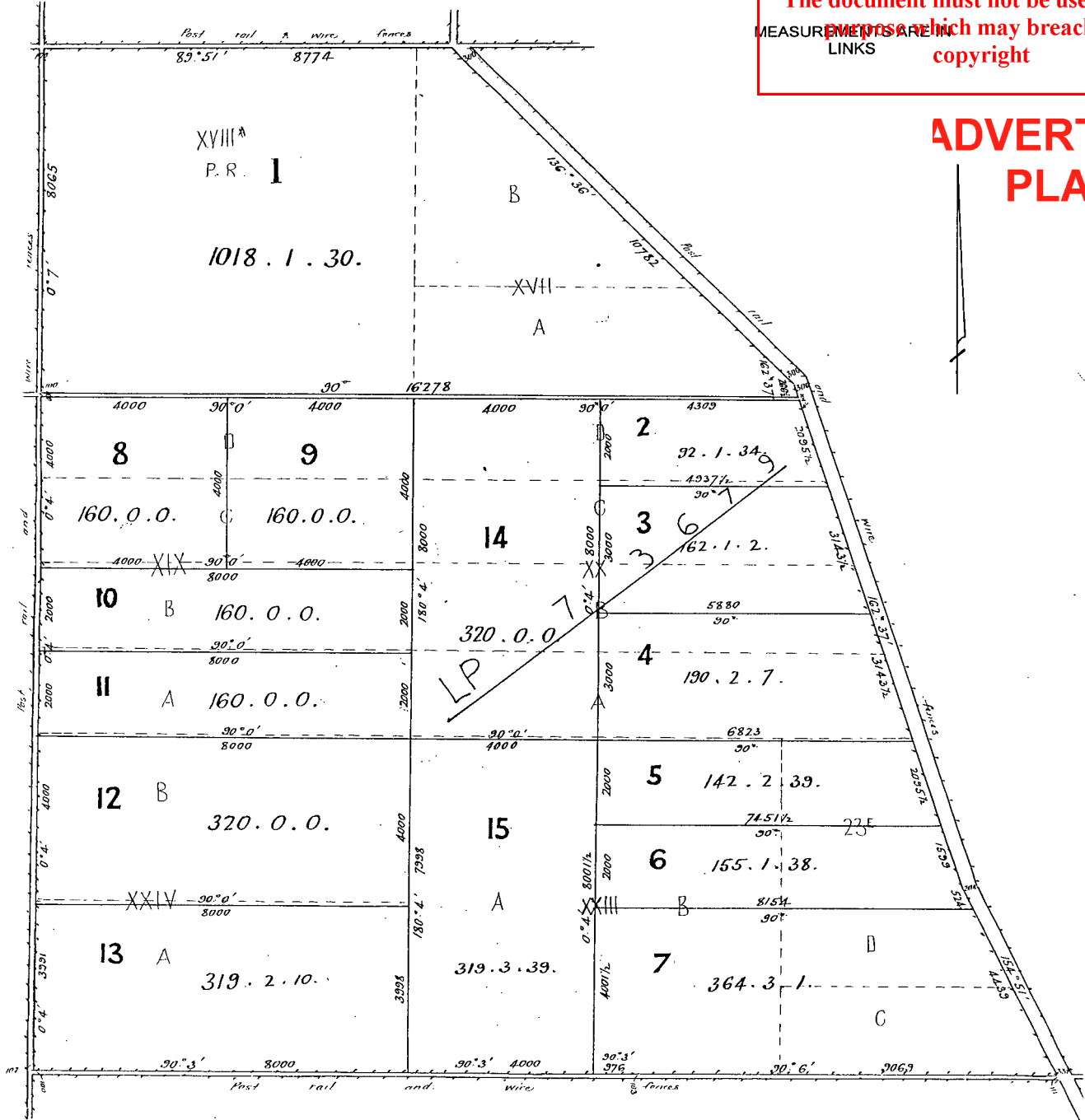
## LP 4570

EDITION 1

PLAN MAY BE LODGED 9 / 03 / 1905

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### ADVERTISED PLAN



MEASUREMENTS ARE IN LINKS

## Application by a responsible authority for the making of a recording of an agreement

Section 181 Planning and Environment Act 1987

Lodged by

Name: Allens

Phone: +61 396 141 011

Address: 101 Collins Street, Melbourne VIC 3000

Reference: 306205004

Customer Code: 095IR

**AK152783E**

Pr	25/01/2013	\$110.30	173
Tf	[Barcode]		
co	used for the purpose of maintaining		
un	publicly searchable registers and		
	indexes.		

Gold. Plains Shire Council
BluePoint
File No(s) 60-04-013
A1040
<b>PROCESSED 2 AUG 2012</b>
Owner _____
Manager _____
Reader(s) _____
Doc Ref _____

The responsible 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.

Land: Volume 3096 Folio 112

Responsible authority: Golden Plains Shire Council, 2 Pope Street, Bannockburn Victoria 3331

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

A copy of the agreement is attached to this application:

Date: 27 AUGUST 2012

Signature for responsible authority: [Signature]

Name of officer: (full name) RICHARD JOHN TRIGG  
ACTING CHIEF EXECUTIVE OFFICER

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PLAN**

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## Section 173 Agreement

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## **ADVERTISED PLAN**

This Agreement is made the 27<sup>th</sup> day of August 2012  
pursuant to Section 173 of the *Planning and Environment Act 1987* (the  
*Act*)

## Section 173 Agreement

---



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AK152783E

25/01/2013 \$110.30 173

Section 173 Agreement



Date

27 August

2012

ADVERTISED PLAN

Parties

1. Golden Plains Shire Council of 2 Pope Street Bannockburn in the State of Victoria (the *Responsible Authority*).
2. Daelroem Pty Ltd 932 Mt Mercer-Dereel Road, Mt Mercer, Victoria 3352 (the *Owner*).
3. Mt Mercer Windfarm (ACN 118 169 421) of Level 29, 530 Collins Street, Melbourne VIC 3000 (*MMWF*).

Recitals

- A The Responsible Authority is responsible for the administration and enforcement of the Planning Permit or the Planning Scheme pursuant to the Act.
- B The Owner is the registered proprietor or is entitled to be registered as the proprietor of an estate in fee simple of the Subject Land.
- C The Responsible Authority issued the Planning Permit.
- D In accordance with Condition 16 of the Planning Permit, the parties enter into this Agreement through which the Owner accepts the Predicted Noise Levels at the Dwelling on the Subject Land and that the Predicted Noise Levels exceed the noise limits specified in the NZ Standard.
- E The Owner accepts that predicted shadow flicker at the Dwelling and on the Subject Land and the exceedance of the shadow flicker limits specified in the PPGWEF.

It is agreed as follows.

1. Definitions

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

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

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

*Dwelling* means the dwelling on the Subject Land.

*Mortgagee* means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

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AK152783E



## Section 173 Agreement

**ADVERTISED PLAN**

**NZ Standard** means the New Zealand Standard NZ6808: 1998 "Acoustics – The Assessment and Measurement of Sound from Wind Turbine Generators"

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

**party or parties** means the Owner, the Responsible Authority and MMWF under this Agreement as appropriate.

**PPGWEF** means the "Policy and planning guidelines for development of wind energy facilities in Victoria".

**Planning Permit** means Planning Permit No. PL-SP/05/0321 for the development of land for a Wind Energy Facility in accordance with the approved plans.

**Planning Scheme** means the Golden Plains Planning Scheme and any successor instrument or other planning scheme which applies to the Subject Land.

**Predicted Noise Levels** has the meaning given in clause 5.1(a).

**Responsible Authority** means Golden Plains Shire Council or its successor as the authority responsible for administering and enforcing the Planning Permit or the Planning Scheme and includes its agents, officers, employees, servants, workers and contractors.

**Subject Land** means the land being Lot 1 on plan of subdivision LP 4570 being the land contained in volume 3096 folio 112 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

**Wind Energy Facility** means the wind energy facility MMWF is developing or has developed at Mt Mercer in Victoria pursuant to the Planning Permit.

## 2. Interpretation

In this Agreement, unless the context indicates otherwise:

- (a) The singular includes the plural and the plural includes the singular.
- (b) A reference to a gender includes a reference to each other gender.
- (c) A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law.
- (d) A reference to any party in its capacity as owner of the Subject Land includes its successors, assigns and transferees in all respects to the whole of any part of the Subject Land.
- (e) If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- (f) A reference to a "planning scheme" includes any amendment, consolidation or replacement of such a scheme and any document incorporated by reference into such a scheme.
- (g) A reference to a statute includes any statutes amending, consolidating or replacing same and any subordinate instruments made under such statutes.



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## Section 173 Agreement

---

**ADVERTISED  
PLAN**

- (h) Where in this Agreement the Responsible Authority may exercise any power, duty or function, that power may be exercised on behalf of the Responsible Authority by an authorised or delegated officer.
- (i) All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.
- (j) The recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.
- (k) A reference to the Owner includes its officers, employees, agents, servants, workers and contractors.
- (l) A reference to the Responsible Authority includes its agents, officers, employees, servants, workers and contractors.
- (m) The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent Owners of a lot is only responsible for those covenants and obligations which relate to that Owners' lot.

### **3. Agreement under Section 173 of the Act and intention of the parties**

---

- (a) The parties acknowledge and agree that, without limiting or restricting the respective powers to enter into this Agreement and insofar as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.
- (b) The Owner's obligations under this Agreement will take effect as separate and several covenants which are annexed to and run with the Subject Land at law and equity, provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

### **4. Commencement of Agreement**

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Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

### **5. Specific Obligations of the Owner**

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#### **5.1 Acknowledged noise exceedance**

- (a) The Owner acknowledges and accepts that:
  - (i) the Wind Energy Facility to be erected on the Subject Land and adjacent properties by MMWF will generate noise in the indoor habitable areas of the Dwelling and the outdoor areas of the Dwelling, which may reach:
    - (A) the background level ( $L_{95}$ ) plus 5dBA; or

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## Section 173 Agreement

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- (B) a level of 45dBA  $L_{95}$ ,  
(the *Predicted Noise Levels*);
- (ii) the Wind Energy Facility may generate noise in the indoor habitable areas of the Dwelling and the outdoor areas of the Dwelling which may from time to time exceed the Predicted Noise Levels;
  - (iii) the Predicted Noise Levels will exceed the noise limits determined under the NZ Standard at the Dwelling on the Subject Land;
  - (iv) if the Owner wishes to reduce the actual noise levels inside the Dwelling then the Owner may implement appropriate acoustic attenuation measures entirely at the Owner's own cost and without recourse to MMWF; and
  - (v) even if noise attenuation measures are implemented by the Owner to improve acoustic amenity in relation to the indoor habitable areas of the Dwelling the actual noise level from the Wind Energy Facility at any nominated wind speed in the indoor habitable areas of the Dwelling may still exceed the NZ Standard.

### 5.2 Shadow flicker

- (a) The Owner acknowledges that the Wind Energy Facility to be erected on the Subject Land and adjacent properties by MMWF will create shadow flicker at the Dwelling, which may approach the limit of 30 hours per year as set out in the PPGWEF and condition 21 of the Planning Permit.
- (b) To reduce shadow flicker so that the limits described in clause 5.2(a) are not exceeded, the Owner must:
  - (i) give written notice to MMWF identifying the particular a turbine and the time of the day in which considerable shadow flicker is experienced at the Dwelling; and
  - (ii) co-operate with MMWF in its efforts to reduce shadow flicker at the Dwelling through a controlled shut down procedure or any other wind energy facility operating procedure or other mitigation measure as determined by MMWF at its absolute discretion.

### 5.3 Indemnity and release

- (a) The Owner releases and indemnifies MMWF from and against any costs, expenses, loss, claim, notices, proceedings or actions arising in relation to the amenity of the Dwelling or the Subject Land, including but not limited to noise or shadow flicker created by the development or use of the Wind Energy Facility and experienced by individuals at the Dwelling or on the Subject Land.

### 5.4 Owner must not assign or part with possession

The Owner must not, without the written consent of the Responsible Authority, allow the Dwelling to be occupied by any person other than a person (including any family member of such person):

- (a) with an ownership interest in the Subject Land;
- (b) with a management interest in either the Subject Land or land on which the Wind Energy Facility is located; or

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- (c) who receives or has received a financial benefit as a result of the location of the Wind Energy Facility on the Subject Land and adjacent properties.

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### 6. Further Obligations of the Owner

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The Owner further agrees that:

- (a) Notice and Registration

The Owner must bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns.

- (b) Mortgagee to be Bound

The Owner covenants to obtain the consent of any mortgagee to be bound by the covenants in this Agreement if the mortgagee becomes Mortgagee in possession of the Subject Land.

- (c) Registration of Agreement

The Owner consents to the Responsible Authority making 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, and will do all things necessary to enable the Responsible Authority to make an application, including the signing of any further agreement, acknowledgement or other document.

### 7. Responsible Authority's Costs to be Paid

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MMWF will pay immediately on demand the reasonable costs and expenses (including legal expenses) of the Responsible Authority of and incidental to the preparation, review, execution and registration of this Agreement.

### 8. Further Assurance

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

### 9. Agreement Runs with the Subject Land

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The parties acknowledge and agree that the obligations in this Agreement take effect as covenants annexed to the Subject Land that run at law and in equity with Subject Land and bind the Owner.

### 10. Owner's Warranties

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

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### 11. Planning Objectives

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The parties acknowledge that the provisions of this Agreement are intended to achieve or advance the Objectives of Planning in Victoria and the objectives of the Planning Scheme.

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### 12. Successors in Title

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

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

### 13. General Matters

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#### 13.1 Service of Notice

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

- (a) by delivering it personally on that party;
- (b) by sending it by pre paid post, addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- (c) by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or pre paid post.

#### 13.2 Time of Service

A notice or other communication is deemed served:

- (a) if delivered personally, on the next following business day;
- (b) if posted within Australia to an Australian address, two (2) business days after the date of posting and in any other case, seven (7) business days after the date of posting;
- (c) if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that day; or
- (d) if received after 6.00pm in the place of receipt or on a day which is not a business day, at 9.00am on the next business day.

### 14. No Waiver

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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 judgement 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.

## Section 173 Agreement

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### 15. Jurisdiction

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For the purposes of this Agreement, the parties acknowledge that they are subject to the jurisdiction of the Act and the Victorian Courts for the enforcement of this Agreement.

### 16. Severability

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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.

### 17. No Fettering of Responsible Authority's Powers

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The parties acknowledge and agree that this Agreement does not fetter or restrict the power or discretion of the Responsible Authority to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

### 18. Amendment

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Subject to the consent of the Minister responsible for administering the Act, the parties may agree in writing to amend this Agreement.

### 19. Ending of Agreement

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This Agreement will come to an end on agreement between the parties.

Once this Agreement ends, the Responsible Authority will, as soon as practicable following a request from the Owner and at the cost of the Owner, make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.

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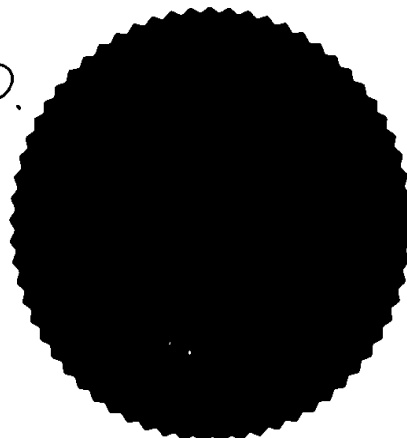
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### Section 173 Agreement

Executed and delivered as a deed in

*RPmcc*

Executed by **RICHARD TRIGG** on behalf of )  
**GOLDEN PLAINS SHIRE COUNCIL** )  
pursuant to the power delegated to him by )  
Instrument of Delegation )  
in the presence of:



*A Menzies*

Witness signature

*Alexa Menzies*

Print Full Name

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Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Daelroem Pty Ltd** in the presence of:

*I Wylie*

Director Signature

**IAN WYLIE**

Print Name

*Ailsa AE Wylie*

Director/Secretary Signature

**AILSA AE WYLIE**

Print Name

**ADVERTISED PLAN**

Executed as a deed in accordance with section 127 of the *Corporations Act 2001* by **Mt Mercer Windfarm Pty Ltd**:

*Peter Lowe*

Director Signature

**PETER LOWE**

Print Name

*Ruth Victoria Keating*

Director/Secretary Signature

**RUTH VICTORIA KEATING**

Print Name