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

VOLUME 09425 FOLIO 317

Security no : 124133511657M
Produced 02/04/2026 02:31 PM

LAND DESCRIPTION

Lot 1 on Title Plan 080421L (formerly known as part of Lot 2 on Plan of Subdivision 128303).
PARENT TITLE Volume 05866 Folio 177
Created by instrument J489491 04/06/1981

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
JOHN ALEXANDER MCRAE of GRAHAMVALE RD SHEPPARTON 3630
X163400T 20/11/2000

ENCUMBRANCES, CAVEATS AND NOTICES

CAVEAT AX137313S 10/08/2023

Caveator
AE BESS 3 PTY LTD ACN: 669178992
Grounds of Claim
AGREEMENT WITH THE FOLLOWING PARTIES AND DATE.
Parties

THE REGISTERED PROPRIETOR(S)

Date
07/08/2023
Estate or Interest

LEASEHOLD ESTATE

Prohibition

ABSOLUTELY

Lodged by

K&L GATES

Notices to

SIMON KERRISON of "RIALTO, SOUTH TOWER" LEVEL 25 525 COLLINS STREET
MELBOURNE VIC 3000

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PLAN**

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.

DIAGRAM LOCATION

SEE TP080421L 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)

Street Address: 221 GRAHAMVALE ROAD GRAHAMVALE VIC 3631

DOCUMENT END

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**ADVERTISED
PLAN**

TITLE PLAN	EDITION 1	TP 80421L			
Location of Land Parish: SHEPPARTON Township: Section: C Crown Allotment: 7 (PT) Crown Portion: Last Plan Reference: LP 128303 Derived From: VOL 9425 FOL 317 Depth Limitation: 15.24 m		Notations ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN			
Description of Land / Easement Information all that piece of land- in the Parish of Shepparton County of Moira being part of Lot 2 on Plan of - Subdivision No.128303 and being part of Crown Allotment 7 Section C which -- land is shown enclosed by continuous lines on the map hereon TOGETHER WITH a right to use the land shown marked Y for drainage purposes - - - - -		THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT COMPILED: 23/07/1999 VERIFIED: PB			
ENCUMBRANCES REFERRED TO As to the land shown marked X - - - - - <u>THE EASEMENT</u> to State Electricity - - - - - Commission of Victoria created by - - - - - Instrument A803468 - - - - -		This copied document to be made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright			
ADVERTISED PLAN					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">TABLE OF PARCEL IDENTIFIERS</th> </tr> <tr> <td style="font-size: 0.8em;">WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962</td> </tr> <tr> <td style="font-size: 0.8em;">PARCEL 1 = LOT 2 (PT) ON LP128303</td> </tr> </table>			TABLE OF PARCEL IDENTIFIERS	WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962	PARCEL 1 = LOT 2 (PT) ON LP128303
TABLE OF PARCEL IDENTIFIERS					
WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962					
PARCEL 1 = LOT 2 (PT) ON LP128303					
LENGTHS ARE IN METRES	Metres = 0.3048 x Feet Metres = 0.201168 x Links	Sheet 1 of 1 sheets			

TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

Lodged by: CBA
Name: MORRISON & SAWERS
Phone: 03-5852-2555
Address: 157 Fenaughty Street
Kyabram
Ref: M98/1400 JDLGD
Customer Code: 1286V 21Q



X163400T
201100 1228 45 0

Fl
ice



MADE AVAILABLE / CHANGE CONTROL

Land Titles Office Use Only

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed and subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer.

Land: (volume and folio reference)

Certificate of Title Volume 9425 Folio 317

Estate and Interest: (e.g. "all my estate in fee simple")

All ~~my~~ estate and interest in fee simple

Consideration:

A desire to transfer the land to the Transferee

Transferors: (full name)

KEITH ALEXANDER McRAE and MARGARET ELIZABETH McRAE

Transferee: (full name and address including postcode)

JOHN ALEXANDER McRAE of Grahamvale Road, Shepparton 3638

Directing Party: (full name)

Dated: June 19th 2000

Execution and attestation:

Signed by the said KEITH ALEXANDER McRAE and
MARGARET ELIZABETH McRAE in the presence of:

Keith Alexander McRae

Margaret Elizabeth McRae

Witness

Signed by the said JOHN ALEXANDER McRAE in the
presence of:

John Alexander McRae

Witness

**ADVERTISED
PLAN**

Approval No: 4139910A

ORDER TO REGISTER
Please register and issue title to

STAMP DUTY USE ONLY

T1



Signed

Cust. Code:

* Law Perfect Pty Ltd

Not Chargeable Pursuant
To Section 71-4
Trm: 797263 10-JUL-2000
Stamp Duty Victoria, IXAO



Department of Environment, Land, Water & Planning

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Produced 01/12/2023 01:30:03 PM

Status	Registered	Dealing Number	AX137313S
Date and Time Lodged	10/08/2023 10:31:05 AM		

Lodger Details

Lodger Code	18634E
Name	K&L GATES
Address	
Lodger Box	
Phone	
Email	
Reference	7413020.00009 - Lodg

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CAVEAT

Jurisdiction

VICTORIA

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Land Title Reference

9425/317
10068/904

Caveator

Name	AE BESS 3 PTY LTD
ACN	669178992

Grounds of claim

Agreement with the following Parties and Date.

Parties

The Registered Proprietor(s)

Date

07/08/2023

**ADVERTISED
PLAN**

Estate or Interest claimed

Leasehold Estate

Prohibition

Absolutely



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Name and Address for Service of Notice

Simon Kerrison

Address

Property Name	RIALTO, SOUTH TOWER
Floor Type	LEVEL
Floor Number	25
Street Number	525
Street Name	COLLINS
Street Type	STREET
Locality	MELBOURNE
State	VIC
Postcode	3000

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	AE BESS 3 PTY LTD
Signer Name	SAMUEL BROWN
Signer Organisation	K&L GATES
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	10 AUGUST 2023

File Notes:

NIL

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Statement End.

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

VOLUME 10068 FOLIO 904

Security no : 124133512088T
Produced 02/04/2026 02:39 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 314077N.
PARENT TITLE Volume 09399 Folio 192
Created by instrument PS314077N 03/06/1992

**ADVERTISED
PLAN**

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
JOHN ALEXANDER MCRAE of 225 GRAHAMVALE ROAD GRAHAMVALE VIC 3631
AN451370N 13/01/2017

ENCUMBRANCES, CAVEATS AND NOTICES

CAVEAT AX137313S 10/08/2023

Caveator
AE BESS 3 PTY LTD ACN: 669178992
Grounds of Claim
AGREEMENT WITH THE FOLLOWING PARTIES AND DATE.
Parties
THE REGISTERED PROPRIETOR(S)
Date
07/08/2023
Estate or Interest
LEASEHOLD ESTATE
Prohibition
ABSOLUTELY
Lodged by
K&L GATES
Notices to
SIMON KERRISON of "RIALTO, SOUTH TOWER" LEVEL 25 525 COLLINS STREET
MELBOURNE VIC 3000

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DIAGRAM LOCATION

SEE PS314077N 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)

Street Address: 221 GRAHAMVALE ROAD GRAHAMVALE VIC 3631

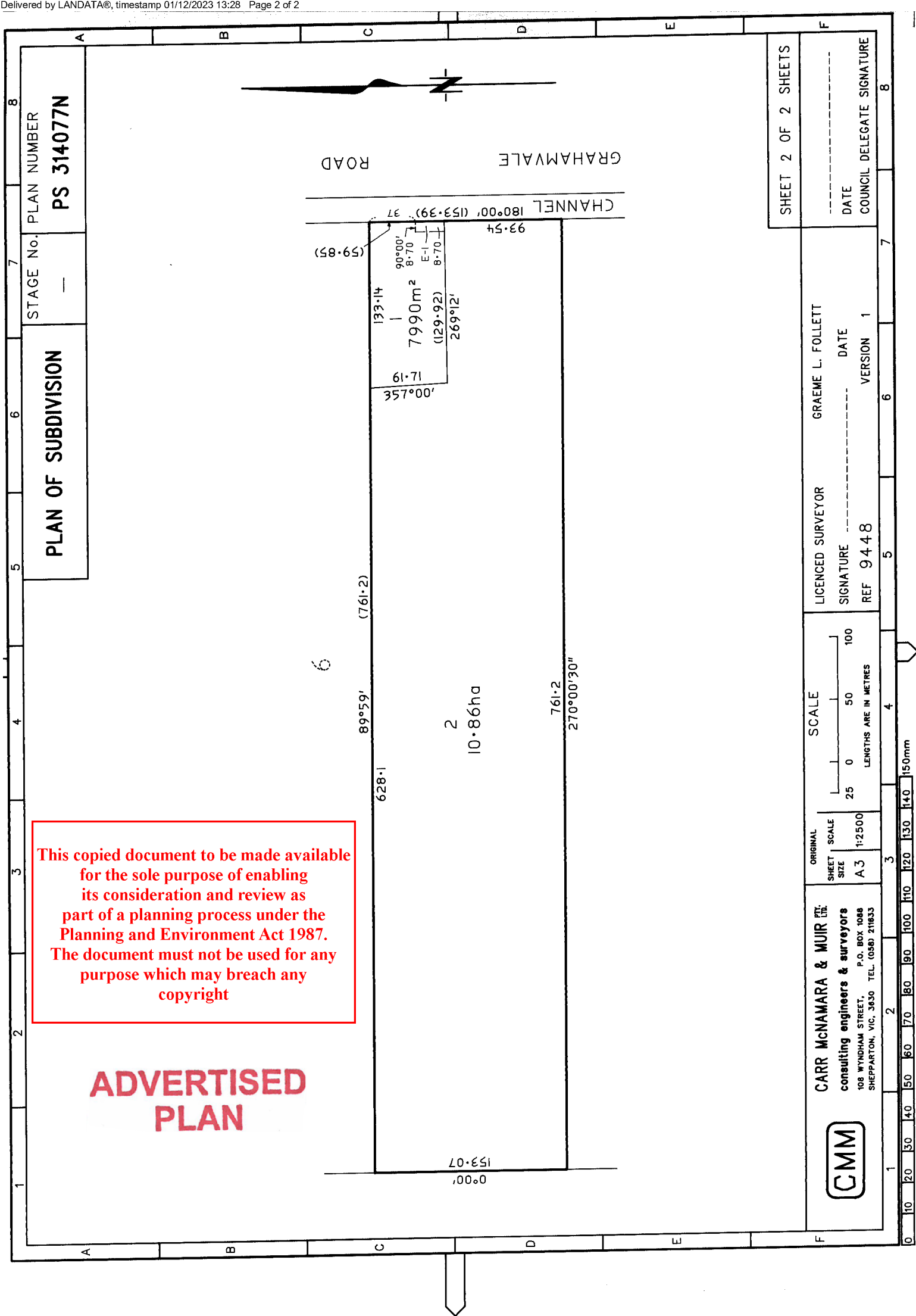
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PLAN OF SUBDIVISION		STAGE No. —	LTO USE ONLY EDITION 1	PS 314077N	
LOCATION OF LAND PARISH: SHEPPARTON SECTION C CROWN ALLOTMENT 7 (PART) LTO BASE RECORD: LITHO SHEET 2 (3486) TITLE REFERENCE: C/ T. VOL.9399 FOL.192 LAST PLAN REFERENCE: LP 128303, LOT 1 POSTAL ADDRESS: GRAHAMVALE ROAD, GRAHAMVALE 3630 AMG CO-ORDINATES: E 358750 (OF APPROX. CENTRE OF PLAN) N 5976820 ZONE 55		COUNCIL CERTIFICATION AND ENDORSEMENT COUNCIL NAME: SHIRE OF SHEPPARTON REF: P83/91 1. THIS PLAN IS CERTIFIED UNDER SECTION 6 OF THE SUBDIVISION ACT 1988. 2. THIS PLAN IS CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988. DATE OF ORIGINAL CERTIFICATION UNDER SECTION 6 3. THIS IS A STATEMENT OF COMPLIANCE ISSUED UNDER SECTION 21 OF THE SUBDIVISION ACT 1988. OPEN SPACE (i) A REQUIREMENT FOR PUBLIC OPEN SPACE UNDER SECTION 18 SUBDIVISION ACT 1988 HAS / HAS NOT BEEN MADE. (iii) THE REQUIREMENT HAS BEEN SATISFIED. (iii) THE REQUIREMENT IS TO BE SATISFIED IN STAGE COUNCIL DELEGATE COUNCIL SEAL DATE 22-1-92			
VESTING OF ROADS OR RESERVES		ADVERTISED PLAN			
IDENTIFIER	COUNCIL/ BODY/ PERSON				
NIL	NIL				
NOTATIONS This copied document to be made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright. DEPTH LIMITATION: 15-24 METRES BELOW THE SURFACE. THIS IS NOT A STAGED SUBDIVISION. APPLIES TO ALL THE LAND IN THE PLAN. PLANNING PERMIT No. P83/ 91 THIS SURVEY IS BASED ON SURVEY. THE RESULT OF THIS SURVEY. TO BE COMPLETED WHERE APPLICABLE. THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). IN PROCLAIMED SURVEY AREA No.					
EASEMENT INFORMATION		LTO USE ONLY			
LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)		STATEMENT OF COMPLIANCE / EXEMPTION STATEMENT			
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/ IN FAVOUR OF	RECEIVED ☒
E-1	CARRIAGEWAY	8-70	THIS PLAN	LOT 2	DATE 2/3/92
					LTO USE ONLY PLAN REGISTERED TIME 4.00pm DATE 3-6-92 <i>Bruce</i> ASSISTANT REGISTRAR OF TITLES
					SHEET 1 OF 2 SHEETS
CARR McNAMARA & MUIR PTY. LTD. consulting engineers & surveyors 108 WYNDHAM STREET, P.O. BOX 1088 SHEPPARTON, VIC, 3630 TEL. (058) 211633		LICENCED SURVEYOR GRAEME L. FOLLETT SIGNATURE _____ DATE _____ REF 9448 VERSION 1		DATE 22-1-92 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3	



Transfer of Land

Section 45 Transfer of Land Act 1958

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13/01/2017

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1. Land/s

Land Title

Volume 10068 Folio 904

8. Consideration

\$40,000

2. Estate and Interest

FEE SIMPLE

3. Transferor/s

Transferor

Given Name/s MARGARET ELIZABETH

Family Name MCRAE

9. Signing

The transferor transfers to the transferee the estate and interest specified in the land described for the consideration expressed and subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer.

4. Transferee/s

Transferee

Given Name/s JOHN ALEXANDER

Family Name MCRAE

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Transferor

MARGARET ELIZABETH MCRAE

M. E. McRae
Signature of Transferor

Transferor Witness

[Signature]

Signature of Witness

5. Manner of Holding

SOLE PROPRIETOR

6. Address/es of Transferee/s

Address of Transferee

Unit Street No 225

Street Name GRAHAMVALE

Street Type ROAD

Locality GRAHAMVALE

State VIC Postcode 3631

Transferee

JOHN ALEXANDER MCRAE

J. McRae
Signature of Transferee

Transferee Witness

[Signature]

Signature of Witness

7. Directing Party

None

**ADVERTISED
PLAN**

Transfer of Land

Section 45 Transfer of Land Act 1958

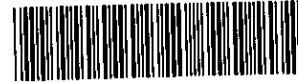
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AN451370N

13/01/2017

\$187

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10. Date

Date: (DD/MM/YYYY)

11 / 1 / 2017

You may lodge this form in two ways:

11. Lodging Party

Customer Code

MORRISON & SAWERS
(03) 5852 2555

Reference

157 FENAUGHTY STREET
KYABRAM VIC 3620
1286V

1. In person

Land Registration Services
Land Victoria
Level 9, 570 Bourke Street
Melbourne Vic 3000

2. By mail (extra fee applies)

Land Registration Services
Land Victoria
PO Box 500
East Melbourne Vic 8002
Or DX 250639 Melbourne

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Status	Registered	Dealing Number	AX137313S
Date and Time Lodged	10/08/2023 10:31:05 AM		

Lodger Details

Lodger Code	18634E
Name	K&L GATES
Address	
Lodger Box	
Phone	
Email	
Reference	7413020.00009 - Lodg

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CAVEAT

Jurisdiction

VICTORIA

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Land Title Reference

9425/317
10068/904

Caveator

Name	AE BESS 3 PTY LTD
ACN	669178992

Grounds of claim

Agreement with the following Parties and Date.

Parties

The Registered Proprietor(s)

Date

07/08/2023

**ADVERTISED
PLAN**

Estate or Interest claimed

Leasehold Estate

Prohibition

Absolutely



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Name and Address for Service of Notice

Simon Kerrison

Address

Property Name	RIALTO, SOUTH TOWER
Floor Type	LEVEL
Floor Number	25
Street Number	525
Street Name	COLLINS
Street Type	STREET
Locality	MELBOURNE
State	VIC
Postcode	3000

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	AE BESS 3 PTY LTD
Signer Name	SAMUEL BROWN
Signer Organisation	K&L GATES
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	10 AUGUST 2023

File Notes:

NIL

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CROWN FOLIO STATEMENT

VOLUME 11770 FOLIO 690
No Coft exists

Security no : 124133512172B
Produced 02/04/2026 02:40 PM

CROWN FOLIO

LAND DESCRIPTION

Crown Allotment 2124 Parish of Shepparton.
PARENT TITLE Volume 11705 Folio 295
Created by instrument MI192348X 06/08/2016

CROWN LAND ADMINISTRATOR

SECRETARY TO THE DEPARTMENT OF ENVIRONMENT, LAND, WATER AND PLANNING of 8
NICHOLSON STREET EAST MELBOURNE VIC 3002
MI192348X 06/08/2016

STATUS, ENCUMBRANCES AND NOTICES

DIAGRAM LOCATION

SEE CD074772K FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF CROWN FOLIO STATEMENT-----

Additional information: (not part of the Crown Folio Statement)

Street Address: 195 FORD ROAD GRAHAMVALE VIC 3631

DOCUMENT END

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Document Type	Plan
Document Identification	CD074772K
Number of Pages (excluding this cover sheet)	1
Document Assembled	01/12/2023 13:31

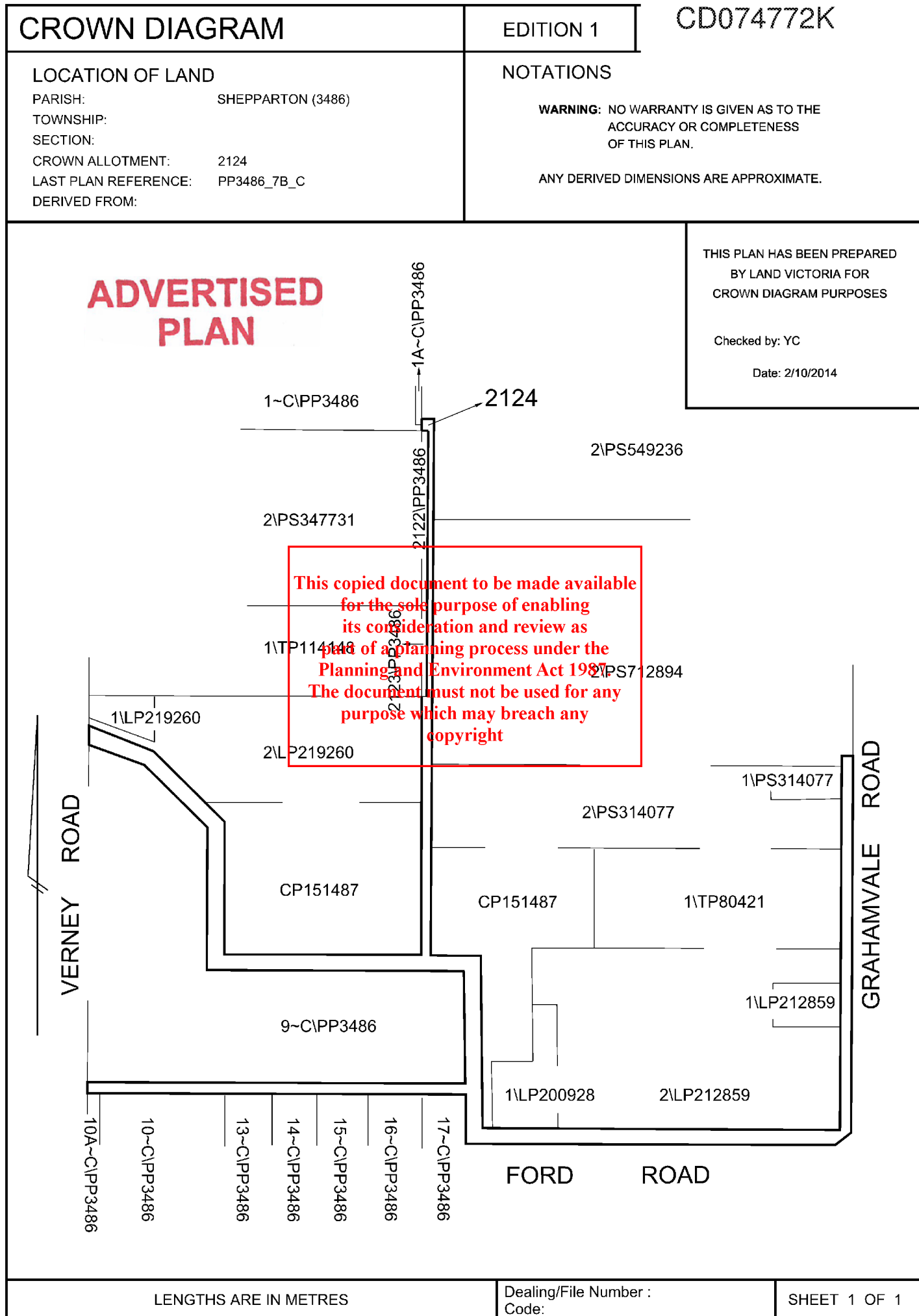
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**ADVERTISED
PLAN**



LENGTHS ARE IN METRES

Dealing/File Number :
Code:

SHEET 1 OF 1



Department of Environment, Land, Water & Planning

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Produced: 01/12/2023 01:31:19 PM

Dealing Number: MI192348X

Rectification Date: 06/08/2016
Rectification Category: Crown Land Data Migration
Status: Registered

RECTIFICATION

Raised By: REGISTRAR OF TITLES
DX 250639 MELBOURNE

Folio Affected	CofT Supplied	Controlling Party
----------------	---------------	-------------------

11770/690	No	
-----------	----	--

Details of Rectification

This Crown Land Migration transaction was created as part of the crown land data migration. No instrument is available for this transaction.

Statement End.

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

VOLUME 09954 FOLIO 597

Security no : 124133512260G
Produced 02/04/2026 02:42 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 219260T.
PARENT TITLE Volume 09302 Folio 285

**ADVERTISED
PLAN**

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

CLOSTER EARTHMOVING PTY LTD of 307 VERNEY ROAD GRAHAMVALE VIC 3631
AN326395V 30/11/2016

ENCUMBRANCES, CAVEATS AND NOTICES

CAVEAT AY677197T 06/12/2024

Caveator

AE BESS 3 PTY LTD ACN: 669178992

Grounds of Claim

AGREEMENT WITH THE FOLLOWING PARTIES AND DATE.

Parties

THE REGISTERED PROPRIETOR(S)

Date

06/11/2024

Estate or Interest

EXECUTORY OR CONTINGENT INTEREST

Prohibition

UNLESS I/WE CONSENT IN WRITING

Lodged by

K&L GATES

Notices to

SIMON KERRISON of SUITE 2 LEVEL 10 52 ALFRED STREET SOUTH MILSONS POINT NSW
2061

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24 Subdivision Act 1988 and any other encumbrances shown or entered on the
plan or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP219260T 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)

Street Address: 305 VERNEY ROAD GRAHAMVALE VIC 3631

DOCUMENT END

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**ADVERTISED
PLAN**

ADVERTISED PLAN

OFFICE USE ONLY

LP219260T
EDITION 2

Litho ext. 2

NOTATIONS

LAND SUBJECT TO EASEMENT
NIL

LAND APPROPRIATED OR SET APART
E-1 WATER SUPPLY

OTHER NOTATIONS

LOT 2 IS THE BALANCE OF TITLE AND IS NOT
A RESULT OF THIS SURVEY.

DEPTH LIMITATION 15.24m

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TO BE COMPLETED WHERE APPLICABLE
THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS
NOS:
IN PROCLAIMED SURVEY AREA NO.

THE LAND TO BE SUBDIVIDED IS SHOWN ENCLOSED
BY THICK LINES
TITLE REF: C/T VOL. 9302 FOL. 285
LAST PLAN REF:

PLAN OF SUBDIVISION

COUNTY MOIRA
PARISH SHEPPARTON
SECTION C
CROWN ALLOTMENT 5 (PART)

NUMBER OF SHEETS IN PLAN : 1
NUMBER OF THIS SHEET : 1

SCALE
20 0 20 40 60 80 100
LENGTHS ARE IN METRES

ORIGINAL
SCALE | SHEET
1:2000 | SIZE
A2

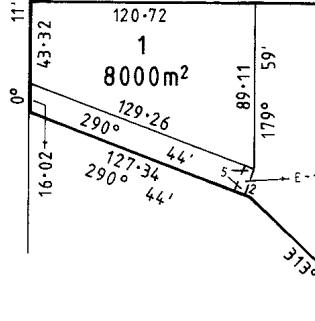
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LP 219260T

VICTORIA

APPROX. TRUE NORTH

VERNEY ROAD



219260T

CERTIFICATION BY SURVEYOR

CERTIFICATE OF MUNICIPAL CLERK

MUNICIPALITY Shire of Shepparton

COUNCIL REF. 351

LIST OF MODIFICATIONS

LAND	MODIFICATION	DEALING No.	A.R.T.	new EDN.
ALL	DEPTH LIMITATION	R 854143	<i>AM</i>	2

OFFICE USE ONLY

PLAN APPROVED

AT
ON 4-6-90

(ASSISTANT) REGISTRAR OF TITLES

FISHER STEWART PTY. LTD.
27 WELSFORD STREET SHEPPARTON 3630
P.O. BOX 741
TEL 358 214966 FAX 058 312228

SURVEYORS RE
SS3910-

Transfer of Land

Section 45 Transfer of Land Act 1958

The information in this form is used for the purpose of maintaining the land register.

AN326395V

30/11/2016 \$795 45



1. Land/s

Land Title

Volume 9954 Folio 597

8. Consideration

\$ 300,000

2. Estate and Interest

FEE SIMPLE

9. Signing

The transferor transfers to the transferee the estate and interest specified in the land described for the consideration expressed and subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer.

3. Transferor/s

Transferor 1

Given Name/s ANNE

Family Name SAGOLEO

Transferor 2

Given Name/s RITA

Family Name ADEM

Transferor 1

ANNE SAGOLEO

4. Transferee/s

Transferee

Name CLOSTER EARTHMOVING PT LTD

ACN 1 0 5 4 3 7 4 6 9 2

Australian
Credit Licence

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Signature of Transferor

Transferor Witness

Signature of witness

5. Manner of Holding

SOLE PROPRIETOR

Transferor 2

RITA ADEM

6. Address/es of Transferee/s

Address of Transferee

Unit Street No 307

Street Name VERNEY

Street Type ROAD

Locality GRAHAMVALE

State VIC Postcode 3631

Signature of Transferor

Transferor Witness

Signature of witness

7. Directing Party

None

**ADVERTISED
PLAN**

Transfer of Land

Section 45 Transfer of Land Act 1958

The information in this form is
used for the purpose of mainta

AN326395V

30/11/2016

\$795

45



Transferee

Multi-person company – Director & Director or
Director & Secretary sign

Executed for CLOSTER EARTHMOVING PTY LTD
by being signed by the person(s) authorised to sign
for the company

Director

Full Name DAVID JOHN CLOSTER

Usual Address 85 BANGERANG ROAD, ECHUCA,
3564

Director/Secretary

Full Name JOSEPH PAUL CLOSTER

Usual Address 133 SOBROAN STREET,
SHEPPARTON, 3630

Signature of Director

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Signature of Director/Secretary

10. Date 14/11/2016.

Date: (DD/MM/YYYY)

11. Lodging Party

Customer Code 118990

Reference MARTIN
HILL

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**ADVERTISED
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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 09954 FOLIO 596

Security no : 124133512396J
Produced 02/04/2026 02:45 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 219260T.
PARENT TITLE Volume 09302 Folio 285

**ADVERTISED
PLAN**

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
CLOSTER EARTHMOVING PTY LTD of 365 NEW DOOKIE ROAD SHEPPARTON VIC 3630
AL122465F 02/06/2014

ENCUMBRANCES, CAVEATS AND NOTICES

CAVEAT AY677197T 06/12/2024

Caveator
AE BESS 3 PTY LTD ACN: 669178992
Grounds of Claim
AGREEMENT WITH THE FOLLOWING PARTIES AND DATE.
Parties
THE REGISTERED PROPRIETOR(S)
Date
06/11/2024
Estate or Interest
EXECUTORY OR CONTINGENT INTEREST
Prohibition
UNLESS I/WE CONSENT IN WRITING
Lodged by
K&L GATES
Notices to
SIMON KERRISON of SUITE 2 LEVEL 10 52 ALFRED STREET SOUTH MILSONS POINT NSW
2061

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DIAGRAM LOCATION

SEE LP219260T 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)

Street Address: 307 VERNEY ROAD GRAHAMVALE VIC 3631

DOCUMENT END

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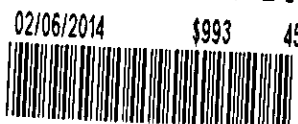
10	20	30	40	50	60	70	80	90	100	110	120	130	140	150mm
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Transfer of Land

Section 45 Transfer of Land Act 1958

The information from this form is provided under statutory authority

AL122465F



it
:S
ig
s.

1. Land/s

Land Title

Volume 9954 Folio 596 to

8. Consideration

\$ 350,000

2. Estate and Interest

FEE SIMPLE

3. Transferor/s

Transferor 1

Given Name/s FRANCESCO

Family Name URBANO

Transferor 2

Given Name/s ANNE

Family Name SAGOLEO

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed and subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer.

Transferor 1

FRANCESCO URBANO

4. Transferee/s

Transferee

Name CLOSTER EARTHMOVING PTY LTD

ABN 1 0 4 3 7 4 6 9 1 2

Australian Credit Licence

Signature of Transferor

Signature of witness

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5. Manner of Holding

SOLE PROPRIETOR

Transferor 2

ANNE SAGOLEO

6. Address/es of Transferee/s

Address of Transferee

Unit Street No 365

Street Name NEW DOOKIE

Street Type ROAD

Locality SHEPPARTON

State VIC Postcode 3630

Signature of Transferor

Signature of witness

7. Directing Party

None

ADVERTISED PLAN

Transfer of Land

Section 45 Transfer of Land Act 1958

The information from this form is collected under statutory authority and is used for public search

AL122465F

02/06/2014 \$993 45



Transferee

Sole Person Company

Executed for CLOSTER EARTHMOVING PTY LTD
by being signed by the person(s) authorised to sign
for the company

Director/Secretary

Full Name DAVID JOHN CLOSTER

Usual Address 85 BANGERANG ROAD ECHUCA
3564

You may lodge this form in two ways

1. In person

Land Registration Services
Land Victoria
Level 9, 570 Bourke Street
Melbourne Vic 3000

2. By mail (extra fee applies)

Land Registration Services
Land Victoria
PO Box 500
East Melbourne Vic 8002
Or DX 250639 Melbourne

Signature of Director/Secretary

10. Date 24th APRIL 2014

Date: (DD/MM/YYYY)

11. Lodging Party MARTIN J. HULL LAWYERS

Customer Code : 11899D

Reference MSH: CHO: 2452

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Section 10
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Doc ID 3250983, 22 May 2014
SRO Victoria Duty, BX10

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

VOLUME 12450 FOLIO 919

Security no : 124133512485M
Produced 02/04/2026 02:46 PM

LAND DESCRIPTION

Road R1 on Plan of Subdivision 849482T.
PARENT TITLE Volume 12450 Folio 910
Created by instrument AW473089B 20/01/2023

**ADVERTISED
PLAN**

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
GREATER SHEPPARTON CITY COUNCIL of 90 WELSFORD STREET SHEPPARTON VIC 3630
AW473089B 20/01/2023

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.

DIAGRAM LOCATION

SEE PS849482T 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 REGISTRAR OF TITLES
Effective from 12/06/2025

DOCUMENT END

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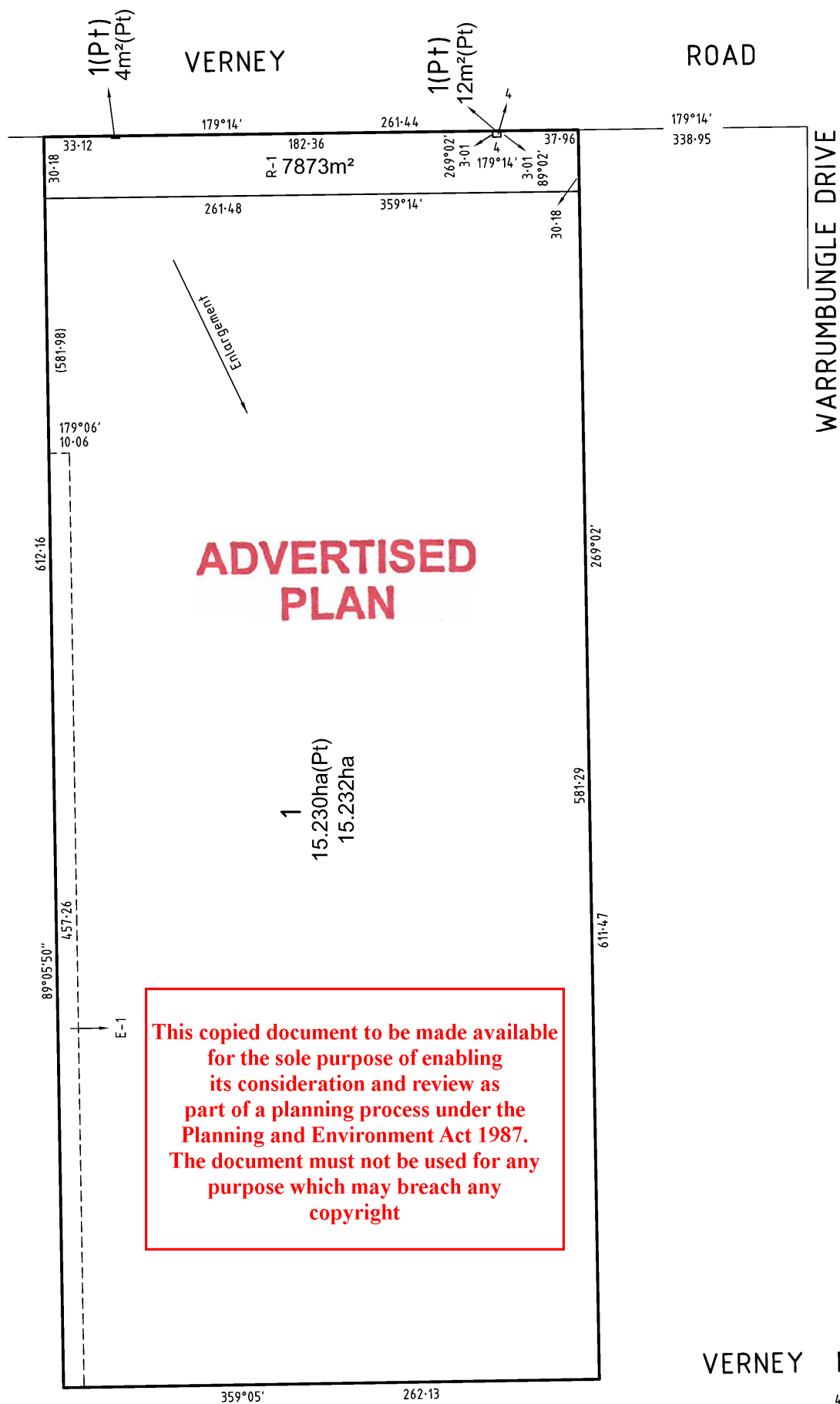
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PLAN OF SUBDIVISION Under Section 35 of the Subdivision Act 1988				EDITION 1		PS849482T	
LOCATION OF LAND PARISH: SHEPPARTON TOWNSHIP: - SECTION: - CROWN ALLOTMENT: 77B (Part) CROWN PORTION: - TITLE REFERENCE: C/T VOL 8471 FOL 441 LAST PLAN REFERENCE: LP57717, Lot 1 POSTAL ADDRESS: 320 Verney Road (at time of subdivision) Shepparton North 3631 MGA2020 CO-ORDINATES: E: 357 510 ZONE: 55 (of approx centre of land in plan) N: 5 977 190				Council Name: Greater Shepparton City Council Council Reference Number: S-2022-31 Planning Permit Reference: Planning permit not required SPEAR Reference Number: S194795S This is a plan under section 35 of the Subdivision Act 1988 which does not create any additional lots. Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6 of the Subdivision Act 1988: 26/05/2022 Statement of Compliance This is a statement of compliance issued under section 21 of the Subdivision Act 1988 Digitally signed by: Patricia Ann Garraway for Greater Shepparton City Council on 01/09/2022			
VESTING OF ROADS AND/OR RESERVES				NOTATIONS			
Roads and reserves vest in the council/body/person named when the appropriate vesting date is recorded or transfer registered. Only roads and reserves marked thus (%) vest upon registration of this plan.				Land being subdivided is enclosed within thick continuous lines.			
IDENTIFIER		COUNCIL/BODY/PERSON					
ROAD R-1		GREATER SHEPPARTON CITY COUNCIL		Land to be acquired by agreement, Road R-1 Land to be acquired by compulsory process Nil All the land is to be acquired free from all encumbrances other than any easement specified on this plan Other purpose of this plan			
NOTATIONS				Land to be acquired by agreement Water Supply Easement created in LP57717 that lies within this R-1 in plan via section 6 (1) (k) of the Subdivision Act 1988. Land to be acquired by agreement Water Supply Easement created in B470720 that lies within this R-1 in plan via section 6 (1) (k) of the Subdivision Act 1988.			
DEPTH LIMITATION DOES NOT APPLY							
SURVEY: This plan is based on survey Planning Permit No. - This survey has been connected to permanent marks No(s). 62 and 810 In Proclaimed Survey Area No. -				Other purpose of this plan			
VESTING DATES & TRANSFER REGISTRATION DATES OF ACQUIRED LAND							
Land affected	Land acquired by compulsory process				Land acquired by agreement	LRS reference	Assistant Registrar of title signature
	Vesting date	Government Gazette		Date of recording of Vesting date	Date of registration of Transfer		
		Page	Year				
Road R-1	-	-	-	-	31/01/2023	AW473089B	TL
EASEMENT INFORMATION							
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road) Easements marked (-) are existing easements. Easements marked (+) are created upon registration of this plan. Easements marked (*) are created when the appropriated vesting date is recorded or transfer registered. Easements marked (#) are removed when the appropriate vesting date is recorded or transfer registered.							
Easement Reference	Purpose	Width (Metres)	Origin		Land Benefited / In Favour of		
E-1 (-)	Water Supply and Channels	10.06m	C/E D842131		Land in C'sT Vol5127 Vol 361 and Vol 8806 Fol 850		
spiire							
144 Welsford Street PO Box 926 Shepparton Vic 3632 T 61 3 5849 1000 spiire.com.au			SURVEYORS FILE REF: 310232SV00 Digitally signed by: Mark Christopher Sargent, Licensed Surveyor, Surveyor's Plan Version (2), 26/08/2022, SPEAR Ref: S194795S			ORIGINAL SHEET SIZE: A3	SHEET 1 OF 2
PLAN REGISTERED TIME: 4:34pm DATE: 30/01/2023 T. LOCOCK Assistant Registrar of Titles							

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PS849482T



WARRUMBUNGLE DRIVE

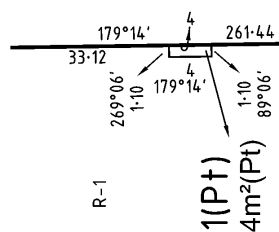
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1
15.230ha(Pt)
15.232ha

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ENLARGEMENT
SCALE 1:500

VERNEY ROAD



SURVEYOR'S FILE REF: 310232SV00

1144 Welsford Street
PO Box 926
Shepparton Vic 3632
T 61 3 5849 1000
spiire.com.au

spire

Digitally signed by: Mark Christopher Sargent, Licensed
Surveyor;
Surveyor's Plan Version (2),
26/08/2022, SPEAR Ref: S194795S

Digitally signed by:
Greater Shepparton City Council,
01/09/2022,
SPEAR Ref: S194795S

ORIGINAL SHEET SIZE: A3	SHEET 2
----------------------------	---------

SHEET 2

SCALE
1: 2000

20 0 20 40 60 80

LENGTHS ARE IN METRES

LENGTHS ARE IN METRES

LENGTHS ARE IN METRES

0 20 40 60 80

AW473089B

Transfer of Land

Section 45 Transfer of Land Act 1958

Privacy Collection Statement

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1. Land/s

Land Title

Volume 8471

Folio 441

Description R-1 AS SHOWN ON PS849482T

8. Covenants

NONE

2. Estate and Interest

FEE SIMPLE

3. Transferor/s

Transferor

Name THE ANGLICAN SCHOOLS COMMISSION (INCORPORATED)

ARBN

4. Transferee/s

Transferee

Name GREATER SHEPPARTON CITY COUNCIL

ACN

Australian

Credit Licence

5. Manner of Holding

SOLE PROPRIETOR

6. Address/es of Transferee/s

Address of Transferee

Unit

Street No

90

Street Name WELSFORD

Street Type STREET

Locality SHEPPARTON

State

VIC

Postcode

3630

Transferor

Certifications

1. The Certifier has taken reasonable steps to verify the identity of the transferor.

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.

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Executed on behalf of

THE ANGLICAN SCHOOLS COMMISSION (INCORPORATED)

Signer Name

ERIC ROSS-ADJIE

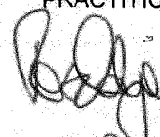
Signer Organisation

WSR LAW

Signer Role

AUSTRALIAN LEGAL PRACTITIONER

Signature



Execution Date

27 September 2022

7. Consideration

\$ 1

Approval Number: 35291712A

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Page 1 of 2
LV-V34-Mar-2018

Land Use Victoria contact details: www.delwp.vic.gov.au/property > Contact us

ADVERTISED
PLAN

AW473089B

Transfer of Land

Section 45 Transfer of Land Act 1958

Privacy Collection Statement

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Transferee

Certifications

1. The Certifier has taken reasonable steps to verify the identity of the transferee.
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 GREATER SHEPPARTON CITY COUNCIL
 Signer Name JOSEPH MONAGHAN
 Signer Organisation HOLDING REDUCED
 Signer Role AUSTRALIAN LEGAL PRACTITIONER
 Signature 

Execution Date

19.09.2022

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10. Lodging Party

Customer Code 980J

Reference: JBM 19040482

Approval Number: 35291712A

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Page 2 of 2
 LV-V34-Mar-2018

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

VOLUME 12450 FOLIO 910

Security no : 124133511871E
Produced 02/04/2026 02:35 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 849482T.
PARENT TITLE Volume 08471 Folio 441
Created by instrument PS849482T 30/01/2023

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
THE ANGLICAN SCHOOLS COMMISSION (INCORPORATED) of 5 WOLLASTON ROAD MOUNT
CLAREMONT WA 6010
PS849482T 30/01/2023

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU977276K 02/11/2021
WESTPAC BANKING CORPORATION

MORTGAGE AU977277H 02/11/2021
ANGLICAN COMMUNITY FUND (INC)

CAVEAT AW081849P 20/09/2022
Caveator
POWERCOR AUSTRALIA LTD ACN: 064651109
Grounds of Claim
AGREEMENT WITH THE FOLLOWING PARTIES AND DATE.
Parties
THE REGISTERED PROPRIETOR(S)
Date
13/09/2022
Estate or Interest
INTEREST AS A GRANTEE OF AN EASEMENT
Prohibition
UNLESS I/WE CONSENT IN WRITING
Lodged by
O'DONNELL SALZANO LAWYERS
Notices to
POWERCOR AUSTRALIA LTD of LEVEL 8 40 MARKET STREET MELBOURNE VIC 3000

CAVEAT AW081858N 20/09/2022
Caveator
POWERCOR AUSTRALIA LTD ACN: 064651109
Grounds of Claim
AGREEMENT WITH THE FOLLOWING PARTIES AND DATE.
Parties
THE REGISTERED PROPRIETOR(S)
Date
13/09/2022
Estate or Interest
LEASEHOLD ESTATE
Prohibition
UNLESS I/WE CONSENT IN WRITING
Lodged by

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O'DONNELL SALZANO LAWYERS

Notices to

POWERCOR AUSTRALIA LTD of LEVEL 8 40 MARKET STREET MELBOURNE VIC 3000

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AGREEMENT Section 173 Planning and Environment Act 1987
AW054518S 12/09/2022

DIAGRAM LOCATION

SEE PS849482T 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)

Street Address: 320 VERNEY ROAD SHEPPARTON NORTH VIC 3631

ADMINISTRATIVE NOTICES

NIL

eCT Control 20747C HOLDING REDLICH
Effective from 30/01/2023

DOCUMENT END

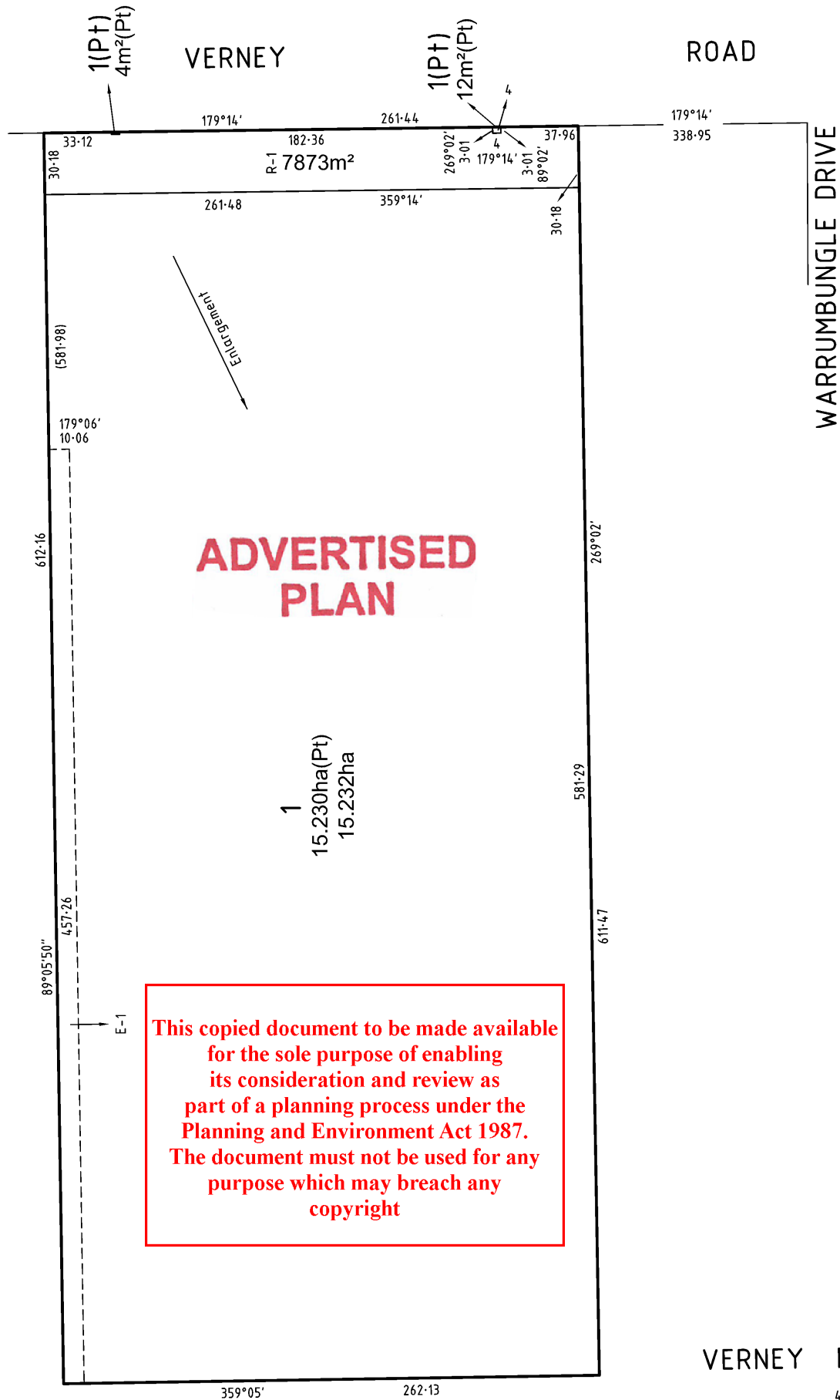
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PLAN**

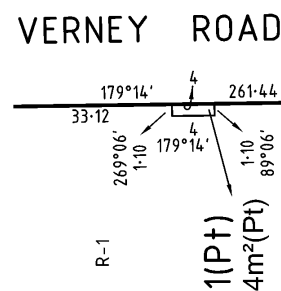
PLAN OF SUBDIVISION Under Section 35 of the Subdivision Act 1988				EDITION 1		PS849482T	
LOCATION OF LAND PARISH: SHEPPARTON TOWNSHIP: - SECTION: - CROWN ALLOTMENT: 77B (Part) CROWN PORTION: - TITLE REFERENCE: C/T VOL 8471 FOL 441 LAST PLAN REFERENCE: LP57717, Lot 1 POSTAL ADDRESS: 320 Verney Road (at time of subdivision) Shepparton North 3631 MGA2020 CO-ORDINATES: E: 357 510 ZONE: 55 (of approx centre of land in plan) N: 5 977 190				Council Name: Greater Shepparton City Council Council Reference Number: S-2022-31 Planning Permit Reference: Planning permit not required SPEAR Reference Number: S194795S This is a plan under section 35 of the Subdivision Act 1988 which does not create any additional lots. Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original compliance under section 6 of the Subdivision Act 1988: 26/05/2022 Statement of Compliance This is a statement of compliance issued under section 21 of the Subdivision Act 1988 Digitally signed by: Patricia Ann Garraway for Greater Shepparton City Council on 01/09/2022			
VESTING OF ROADS AND/OR RESERVES				NOTATIONS			
Roads and reserves vest in the council/body/person named when the appropriate vesting date is recorded or transfer registered. Only roads and reserves marked thus (%) vest upon registration of this plan.				Land being subdivided is enclosed within thick continuous lines.			
IDENTIFIER		COUNCIL/BODY/PERSON					
ROAD R-1		GREATER SHEPPARTON CITY COUNCIL		Land to be acquired by agreement, Road R-1 Land to be acquired by compulsory process Nil All the land is to be acquired free from all encumbrances other than any easement specified on this plan Other purpose of this plan			
NOTATIONS				Land to be acquired by agreement Water Supply Easement created in LP57717 that lies within this R-1 in plan via section 6 (1) (k) of the Subdivision Act 1988. Land to be acquired by agreement Water Supply Easement created in B470720 that lies within this R-1 in plan via section 6 (1) (k) of the Subdivision Act 1988.			
DEPTH LIMITATION DOES NOT APPLY				Other purpose of this plan			
SURVEY: This plan is based on survey Planning Permit No. - This survey has been connected to permanent marks No(s). 62 and 810 In Proclaimed Survey Area No. -				Other purpose of this plan			
VESTING DATES & TRANSFER REGISTRATION DATES OF ACQUIRED LAND							
Land affected	Land acquired by compulsory process				Land acquired by agreement	LRS reference	Assistant Registrar of title signature
	Vesting date	Government Gazette		Date of recording of Vesting date	Date of registration of Transfer		
		Page	Year				
Road R-1	-	-	-	-	31/01/2023	AW473089B	TL
EASEMENT INFORMATION							
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road) Easements marked (-) are existing easements. Easements marked (+) are created upon registration of this plan. Easements marked (*) are created when the appropriated vesting date is recorded or transfer registered. Easements marked (#) are removed when the appropriate vesting date is recorded or transfer registered.							
Easement Reference	Purpose	Width (Metres)	Origin		Land Benefited / In Favour of		
E-1 (-)	Water Supply and Channels	10.06m	C/E D842131		Land in C'sT Vol5127 Vol 361 and Vol 8806 Fol 850		
spiire							
144 Welsford Street PO Box 926 Shepparton Vic 3632 T 61 3 5849 1000 spiire.com.au			SURVEYORS FILE REF: 310232SV00 Digitally signed by: Mark Christopher Sargent, Licensed Surveyor, Surveyor's Plan Version (2), 26/08/2022, SPEAR Ref: S194795S			ORIGINAL SHEET SIZE: A3 SHEET 1 OF 2	
PLAN REGISTERED TIME: 4:34pm DATE: 30/01/2023 T. LOCOCK Assistant Registrar of Titles							

PS849482T



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ENLARGEMENT
SCALE 1:500



SURVEYOR'S FILE REF: 310232SV00

144 Welsford Street
PO Box 926
Shepparton Vic 3632
T 61 3 5849 1000
spiire.com.au

spire

Digitally signed by: Mark Christopher Sargent, Licensed Surveyor,
Surveyor's Plan Version (2),
26/08/2022, SPEAR Ref: S194795S

Digitally signed by:
Greater Shepparton City Council,
01/09/2022,
SPEAR Ref: S194795S

SHEET 2

ORIGINAL SHEET
SIZE: A3

SCALE
1: 2000

20 0 20 40 60 80

LENGTHS ARE IN METRES



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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Produced 01/12/2025 11:02:45 AM

Status	Registered	Dealing Number	AW054518S
Date and Time Lodged	12/09/2022 02:41:10 PM		

Lodger Details

Lodger Code	20747C
Name	HOLDING REDLICH
Address	
Lodger Box	
Phone	
Email	
Reference	JBM 19040482

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APPLICATION TO RECORD AN INSTRUMENT

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

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Estate and/or Interest

FEE SIMPLE

Land Title Reference

8471/441

Instrument and/or legislation

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

Applicant(s)

Name	GREATER SHEPPARTON CITY COUNCIL
Address	
Street Number	90
Street Name	WELSFORD
Street Type	STREET
Locality	SHEPPARTON
State	VIC
Postcode	3630

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Additional Details



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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 law and any Prescribed Requirement.

Executed on behalf of	GREATER SHEPPARTON CITY COUNCIL
Signer Name	JOSEPH MONAGHAN
Signer Organisation	PARTNERS OF HOLDING REDLICH
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	12 SEPTEMBER 2022

File Notes:

NIL

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

Statement End.

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HOLDING REDLICH

Dated

21 July

2022

Agreement made pursuant to Section 173 of the Planning and Environment Act 1987

Greater Shepparton City Council

and

Anglican Schools Commission Incorporated

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Melbourne . Canberra . Sydney . Brisbane . Cairns

Level 8 555 Bourke Street Melbourne VIC 3000 DX 422 Melbourne

GPO Box 2154 Melbourne Vic 3001 T +61 3 9321 9999 www.holdingredlich.com

ABN 15 364 527 724

This Agreement is dated

21 July

2022

Parties

Council: Greater Shepparton City Council of 90 Welsford Street, Shepparton VIC 3630

Owner: The Anglican Schools Commission Incorporated of 5 Wollaston Road, Mount Claremont WA 6010

Introduction

- A** Council is the responsible authority for the administration and enforcement of the Scheme pursuant to the Act.
- B** The Anglican Schools Commission Incorporated is the registered proprietor of the Land and is developing the Land for the purposes of a school.
- C** The Land is encumbered by mortgage number AU977276K in which Westpac Banking Corporation is named as mortgagee and mortgage number AU977277H in which Anglican Community Fund (Inc) is named as mortgagee. The Mortgagees have consented to the Owner entering into this Agreement.
- D** This Agreement has been entered into in order to:
- (a) provide requirements with respect to infrastructure contributions and related requirements in respect of the Land;
 - (b) prohibit, restrict or regulate the use or development of the Land;
 - (c) achieve and advance the objectives of planning in Victoria or the objectives of the Scheme in relation to the Land.
- E** This Agreement is made under Division 2 of Part 9 of the Act.

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It is agreed:

1. Definitions and interpretation

1.1 Definitions

In this Agreement, unless the context clearly indicates otherwise:

Act means the *Planning and Environment Act 1987*;

Agreement means this Agreement, including the recitals and any annexures to this Agreement;

Business Day means Monday to Friday excluding public holidays in Victoria;

Business Hour means an hour in the period between 8:30am to 5pm on a Business Day (Eastern Standard Time);

Contributions for the Land means a contribution toward the pump station of \$28,000.00 and a contribution for the Western Access and On-Street Parking in the amount determined under clause 4.4(b);

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Council means the Greater Shepparton City Council or any other municipal council which may, from time to time, be the responsible authority in relation to the Land pursuant to the Act;

Crossing and Associated Intersection means a crossing of the Goulburn Murray Water Channel on the area marked on the Development Plan as the '*Proposed Bridge across existing Channel*' to provide secure vehicular and pedestrian access to the Land from Verney Road and an associated intersection and street lighting;

Development Plan means the plan attached to Annexure A;

Drainage System for the Land means any drainage systems required by the Council including underground pipes and the retention basin, as shown indicatively in the Development Plan (the requirements of which are set out at clause 4.2);

Goulburn Murray Water Channel means the channel known as GMW Channel No. 12, as shown on the Development Plan;

Land means all the land contained in certificate of title volume 8471 folio 441 and more particularly described as Lot 1 on Plan of Subdivision 057717;

Mortgagee means Westpac Banking Corporation and Anglican Community Fund (Inc) or the person registered or entitled, from time to time, to be registered by the Registrar of Titles as mortgagee of the Land or any part of it;

Owner means the person or persons registered or entitled to be registered as proprietor of an estate in fee simple of the Land and includes a mortgagee in possession;

Register means the register maintained by the Registrar of Titles under the *Transfer of Land Act 1958*;

Reserve means the 5.823 ha reserve shown on the Development Plan, or a reserve of similar dimensions, that the Council intends to acquire;

Scheme means the Greater Shepparton Planning Scheme or any other planning scheme which applies to the Land from time to time;

Shared Path means a 2.5 metre wide shared path along Verney Road along the Verney Road frontage of the Land;

Shared Path Bridge means the pedestrian crossing over the Goulburn Murray Water Channel at the southern boundary of the Land with 2.5m wide clearance between hand railings;

Shared Path Extension North means the 2.5 m wide shared path along Verney Road from the northern boundary of the Land to Trinity Drive;

Shared Path Extension South means the 2.5 m wide shared path along Verney Road from the southern boundary of the Land to Warrumbungle Drive. This is to be completed on commencement of Stage 2 as outlined in the Development Plan;

Shared Path Land means the land which houses the shared paths along Verney Road (the Shared Path, the Shared Path Extension South and the Shared Path Extension North);

Statement of Compliance means a statement of compliance under the *Subdivision Act 1988*;

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Timing Requirements means prior to occupation of the school at the Land. These requirements may be varied by the Council in writing (provided that the timeframe is not brought forward, unless otherwise agreed);

Western Access and On-Street Parking means a vehicular access point into the Land from the Western Land's road reserve, and the provision on the Western Land of indented parking and pedestrian footpath between the basin and the northern property boundary, as shown on page 3 of the Development Plan;

Western Land means the land described in certificates of title volume 10864 folio 284 and volume 10864 folio 285;

Works Requirements mean the requirements specified at Annexure B; and

Works means the Crossing and Associated Intersection, the Shared Path, the Shared Path Bridge, the Shared Path Extension North, the Shared Path Extension South and the Drainage System for the Land.

1.2 Interpretation

In this Agreement, unless the context clearly indicates otherwise:

- (a) a reference to **this Agreement** or another document means this Agreement or that other document and any document which varies, supplements, replaces, assigns or novates this Agreement or that other document;
- (b) a reference to **legislation** or a **legislative provision** includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- (c) a reference to a **body or authority** which ceases to exist is a reference to either a body or authority that the parties agree to substitute for the named body or authority or, failing agreement, to a body or authority having substantially the same objects as the named body or authority;
- (d) a reference to the **introduction**, a **clause**, **schedule** or **annexure** is a reference to the introduction, a clause, a schedule or an annexure to or of this Agreement;
- (e) **clause headings** and the **table of contents** are inserted for convenience only and do not form part of this Agreement;
- (f) the **introduction**, **schedules** (if any) and **annexures** (if any) form part of this Agreement;
- (g) the **introduction** accurately sets out the circumstances in which the parties have entered into this Agreement;
- (h) a reference to a **person** includes a natural person, corporation, statutory corporation, partnership, the Crown or any other organisation or legal entity;
- (i) a reference to a **natural person** includes their personal representatives, successors and permitted assigns;
- (j) a reference to a **corporation** includes its successors and permitted assigns;
- (k) **related** or **subsidiary** in respect of a corporation has the same meaning given to that term in the Corporations Act;

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- (l) a reference to a right or obligation of a party is a reference to a right or obligation of that party under this Agreement;
- (m) an **obligation** or **warranty** on the part of 2 or more persons binds them jointly and severally and an obligation or warranty in favour of 2 or more persons benefits them jointly and severally;
- (n) a reference to a **breach of warranty** includes that warranty not being complete, true or accurate;
- (o) a requirement to do any thing includes a requirement to cause that thing to be done and a requirement not to do any thing includes a requirement to prevent that thing being done;
- (p) **including** and **includes** are not words of limitation;
- (q) the words **at any time** mean at any time and from time to time;
- (r) a reference to a time is to that time in Victoria;
- (s) a word that is derived from a defined word has a corresponding meaning;
- (t) **monetary amounts** are expressed in Australian dollars;
- (u) the singular includes the plural and vice versa;
- (v) words importing **plene gender** include all other genders; and
- (w) a reference to a thing includes each part of that thing.

1.3 Construction

Neither this Agreement nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.

2. Commencement

This Agreement commences on the date it is made as set out above.

3. Termination of Agreement

3.1 Termination

This Agreement ends when the Owner has complied with its obligations under this Agreement or earlier by mutual agreement between the parties.

3.2 Cancellation of Agreement

As soon as reasonably practicable after this Agreement has ended wholly, in part, or as to the whole or part of the Land, Council must, at the cost of the Owner, notify the Registrar of Titles of such under section 183(1) of the Act to enable the Registrar to cancel or alter the recording of this Agreement on the Register as may be applicable.

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4. Owner's Covenants

4.1 The Works

The Owner of the Land covenants and agrees to design and construct, at the Owner of the Land's cost:

- (i) Crossing and Associated Intersection;
- (ii) the Shared Path;
- (iii) the Shared Path Bridge;
- (iv) the Shared Path Extension South;
- (v) the Shared Path Extension North; and
- (vi) the Drainage Systems for the Land;

all to the satisfaction of the Council, in accordance with the Works Requirements and the Timing Requirements.

4.2 Drainage Systems

For the purposes of clause 4.1(vi), the parties acknowledge that such system will be private infrastructure, with the Owner of the Land to connect into the legal point of discharge, to be advised by Council.

4.3 Shared Path Land

The Owner of the Land covenants and agrees to vest in the Council the Shared Path Land.

4.4 Contributions

- (a) The Owner of the Land covenants and agrees to make to the Council the Contributions for the Land, in accordance with the Timing Requirements.
- (b) Contribution for the Western Access and On-Street Parking:
 - (i) The Owner of the Land's contribution for the Western Access and On-Street Parking is the full cost of the Western Access and On-Street Parking.
 - (ii) The full cost of the Western Access and On-Street Parking is to be determined by the Council prior to the commencement of Stage 4 of the Development Plan.
 - (iii) The Owner of the Land must pay the contribution for the Western Access and On-Street Parking to the Council within 30 days of a request in writing and invoice from the Council.

5. Council covenants

Council covenants and agrees to:

- (a) reimburse to the Owner of the Land's costs for the design and construction of:
 - (i) the Shared Path Bridge; and
 - (ii) the Shared Path Extension (North);

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- (b) be responsible for (and pay directly to the relevant providers) the Owner of the Land's reasonable legal, survey and land registry fee costs in relation to the Shared Path Land.

6. Successors in title

- 6.1 Until this Agreement is recorded in the Register in accordance with section 181 of the Act, the Owner must ensure that the Owner's 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 successors in title to execute a deed agreeing to be bound by the terms of this Agreement. Until that deed is executed, the Owner remains liable to perform all of the Owner's obligations contained in this Agreement.
- 6.2 Until this Agreement is recorded on the folio of the Register which relates to the Land pursuant to section 181 of the Act, the Owner must ensure that the Owner's 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 successors in title to execute a deed agreeing to be bound by the terms of this Agreement. Until that deed is executed, the Owner, being a party to this Agreement, remains liable to perform all of the Owner's obligations contained in this Agreement.

- 6.3 The Owner must do all things necessary (including signing any further agreement, acknowledgment or document) to enable the Council to record this Agreement on the folio of the Register which relates to the Land.

7. Payment of Council's costs

The Owner agrees to pay on demand to the Council the Council's reasonable costs and expenses (including any reasonable legal fees incurred on a solicitor-client basis) of and incidental to the preparation, execution, recording and enforcement of this Agreement.

8. Covenants run with the Land

The Owner's obligations in this Agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and every part of it, and bind the Owner and its successors, assignees and transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land.

9. Owner's warranty

The Owner warrants and covenants that:

- (a) the Owner is the registered proprietor (or is entitled to become the registered proprietor) of the Land and is also the beneficial owner of the Land;
- (b) there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land which have not been disclosed by the usual searches of the folio of the Register for the Land or notified to the Council;
- (c) no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in section 42 of the *Transfer of Land Act 1958*; and

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- (d) until this Agreement is recorded on the folio of the Register which relates to the Land, the Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of the Land without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

10. No fettering of Council's powers

- (a) This Agreement does not fetter or restrict Council's power or discretion in respect of any of Council's decision making powers, including but not limited to, to make decisions under the *Local Government Act 2020* and the Act, to make or impose requirements or conditions in connection with any use or development of the Land, the granting of any planning permit, the approval or certification of any plans of subdivision or consolidation relating to the Land, or the issue of a statement of compliance in connection with any such plans.

11. Notices

Any notice, demand, consent, approval, request or other communication to be given under this agreement (**Notice**) must be in writing and, unless this Agreement provides otherwise, in English.

11.1 Address for service

The Address for Service of each party is:

Name: Greater Shepparton City Council

Address: 90 Welsford St, Shepparton VIC 3630

Name: Anglican Schools Commission Incorporated

Address: 5 Wollastor Road, Mount Claremont WA 6010

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11.2 Service of Notices

- (a) A Notice must be given at the recipient's Address for Service by being:
- (i) hand delivered;
 - (ii) sent by email;
 - (iii) sent by prepaid mail within Australia; or
 - (iv) sent by prepaid Express Post International (or overseas equivalent) airmail if the sender and the recipient are in different countries.
- (b) A Notice is given if:
- (i) hand delivered, on the date of delivery;
- sent by email:**
- (A) where the email is sent during a Business Hour on a Business Day, upon the return of a receipt which confirms successful transmission of the email to the email address of the recipient or, where no return receipt is produced by the recipient's email system, by the end of the last Business Hour on the day the email was sent; or

(B) where the email is sent after the end of the last Business Hour on a Business Day or on a non-Business Day, the email will be deemed to be received at the beginning of the first Business Hour on the next Business Day.:

- (ii) sent by prepaid mail within Australia, on the date that is 2 Business Days after the date of posting; or
- (iii) sent by prepaid Express Post International (or overseas equivalent) airmail between countries, on the date that is 10 Business Days after the date of posting.

12. General provisions

12.1 Entire agreement

This Agreement constitutes the entire agreement between the parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the parties, whether orally or in writing.

12.2 Waiver

A right created by this Agreement cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

12.3 Further assurances

Each party must promptly execute all documents and do everything necessary or desirable to give full effect to the arrangements contained in this Agreement.

12.4 Time for doing acts

(a) If:

- (i) the time for doing any act or thing required to be done; or
- (ii) a notice period specified in this Agreement,

expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.

- (b) If any act or thing required to be done is done after 5 pm on the specified day, it is taken to have been done on the following Business Day.

12.5 Severance

If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this Agreement without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

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12.6 Preservation of existing rights

The expiration or termination of this Agreement does not affect any right that has accrued to a party before the expiration or termination date.

12.7 No merger

Any right or obligation of any party that is expressed to operate or have effect on or after the completion, expiration or termination of this Agreement for any reason, will not merge on the occurrence of that event but will remain in full force and effect.

12.8 Relationship of parties

Unless otherwise stated:

- (a) nothing in this Agreement creates a joint venture, partnership, or the relationship of principal and agent, or employee and employer between the parties; and
- (b) no party has the authority to bind any other party by any representation, declaration or admission, or to make any contract or commitment on behalf of any other party or to pledge any other party's credit.

12.9 Governing law and jurisdiction

- (a) The laws applicable in Victoria govern this Agreement
- (b) The parties submit to the non-exclusive jurisdiction of the courts of Victoria and any courts competent to hear appeals from those courts.

13. Recording of agreement

The Owner must do all things necessary to give effect to this Agreement and to enable Council to record this Agreement on the folio of the Register which relates to the Land, including signing any further agreement, acknowledgment, or document.

14. Payment of Council's costs

The Owner agrees to pay interest to Council in accordance with section 120 of the *Local Government Act 2020* on any amount payable under this Agreement that is not paid by the due date.

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Execution page

Executed as an agreement by the parties on the date set out at the commencement of this Agreement.

THE COMMON SEAL the
~~Executed on behalf of~~ Greater Shepparton City
Council by Chief Executive Officer Peter Andrew
Harriott in the presence of: was affixed on
this day of 21st July 2022
in the presence of the Chief Executive
Officer being a delegated officer
pursuant to Local Law No. 2 of the
Signature of Witness Council

Chief Executive Officer
Peter Andrew Harriott

Name of Witness

Executed by an authorised representative of The
Anglican Schools Commission Incorporated in
the presence of:

Signature of Witness

Signature

IRENE CLARKE

Name of Witness

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Annexure A - Mortgagee Consent

Westpac Banking Corporation as Mortgagee under mortgage no. AU977276K which encumbers the Land consents to the Owner of the Land entering into this Agreement.

.....
Signature

REFER TO ANNEXURE
MARKED "C"

.....
Print Name

.....
Title

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Annexure B - Mortgagee Consent

Anglican Community Fund (Inc) as Mortgagee under Mortgage no. AU977277H which encumbers the Land consents to the Owner of the Land entering into this Agreement.

Ian James Leverington
Signature

Ian James LEVERINGTON
Print Name

Executive Officer / Secretary
Title

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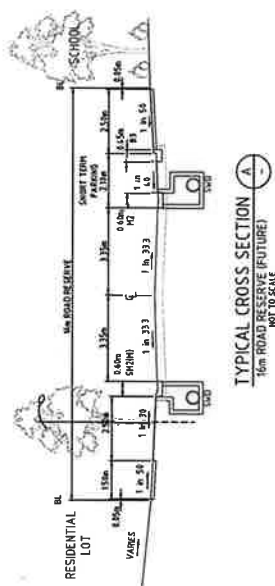
**Annexure A
(Development Plan)**

AW054518S

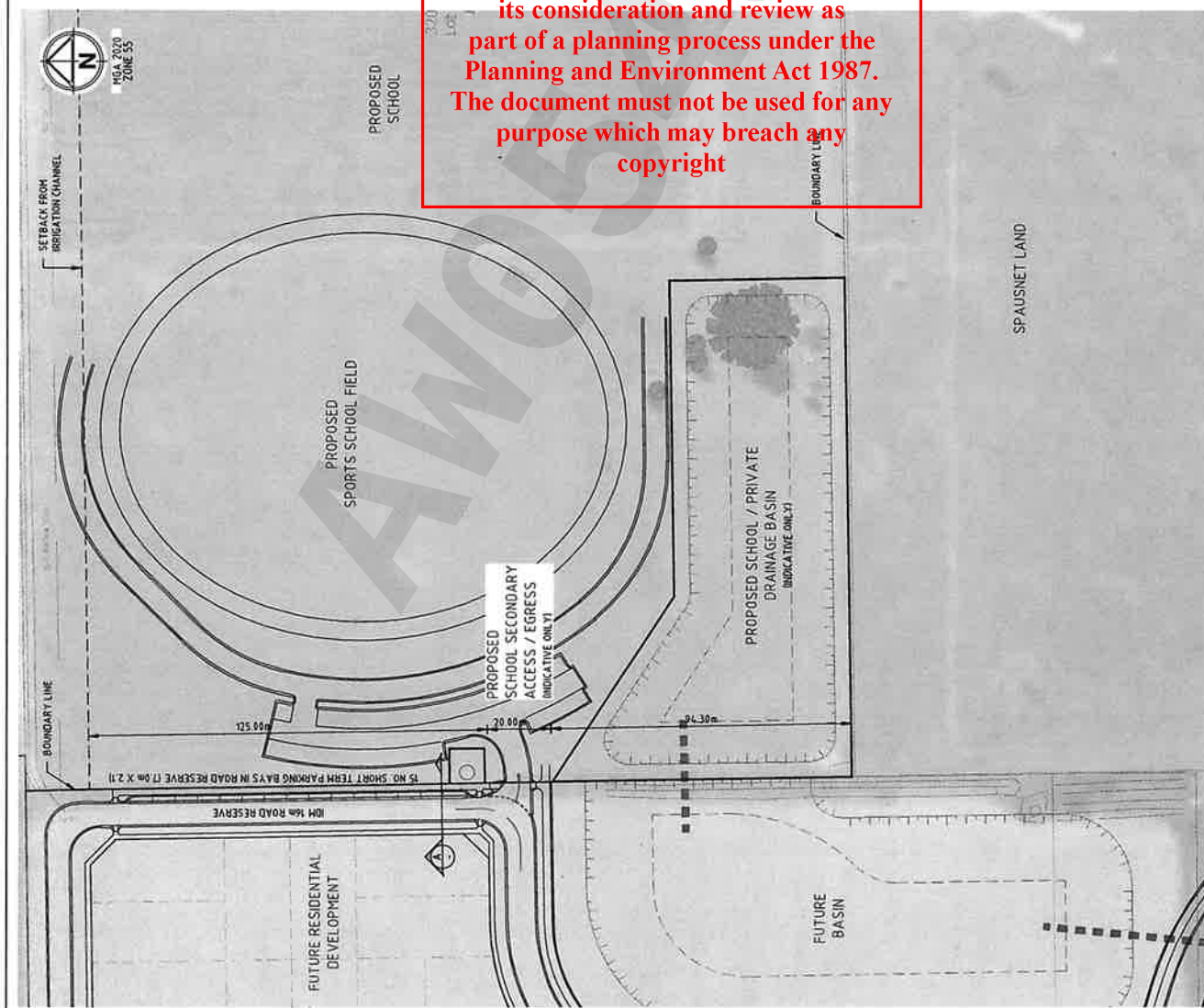
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   Seal of the City of Seattle		   Seal of the City of Seattle		   Seal of the City of Seattle		   Seal of the City of Seattle		   Seal of the City of Seattle		   Seal of the City of Seattle		   Seal of the City of Seattle		   Seal of the City of Seattle		   Seal of the City of Seattle		   Seal of the City of Seattle		   Seal of the City of Seattle		   Seal of the City of Seattle		   Seal of the City of Seattle		   Seal of the City of Seattle		   Seal of the City of Seattle		   Seal of the City of Seattle		   Seal of the City of Seattle		   Seal of the City of Seattle		   Seal of the City of Seattle		   Seal of the City of Seattle		   Seal of the City of Seattle		   Seal of the City of Seattle		   Seal of the City of Seattle		   Seal of the City of Seattle		   Seal of the City of Seattle		   Seal of the City of Seattle		   Seal of the City of Seattle		   Seal of the City of Seattle		   Seal of the City of Seattle			
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**Annexure B
(Works Requirements)**

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1. Definitions and interpretation

Approval means any approval, authorisation, code of conduct, government policy, consent, exemption, filing, licence, notarisation, permit, registration, waiver and conditions attaching to any of them (as applicable) by any Authority, and includes any renewal of, or variation to, any of them.

Authority means any governmental authority in any part of Australia.

Defects means any error, deficiency, omission, non-conformity, fault, failure, malfunction, irregularity or other defect in the Works.

Defects Liability Period means the period commencing immediately after Council has accepted the Works in accordance with the 'Acceptance of Works' process under the IDM and ending 12 months after that date. In the case of landscaping assets, the Defects Liability Period is 24 months.

Good Design and Construction Practices means practices followed when work is undertaken in accordance with all of the following:

- 1 in a sound and workmanlike manner;
- 2 with due care and skill;
- 3 using materials of new and merchantable quality which are fit for the Intended Purpose; in accordance with all applicable Laws.

Health and Safety Law means all health, safety or security related Law that is applicable to the Works.

IDM means the Infrastructure Design Manual (Local Government Infrastructure Design Association).

Intended Purpose means the intended purpose of the Works.

Law means:

- 1 Commonwealth, Victorian or local government legislation, including regulations, by-laws and other subordinate legislation including the Scheme;
- 2 common law; and
- 3 binding requirements and Approvals (including any condition or requirement under them).

Plans and Specifications means the plans and specifications for the Works, to the satisfaction of the Council.

Practical Completion means that stage in the execution of the Works when:

- (a) the Works are complete in accordance with this Agreement, fit for the Intended Purpose, to the satisfaction of Council;
- (b) all Approvals which are necessary for the use of the Works in accordance with the requirements of this Agreement have been obtained and are in effect and, if required by Council, copies have been provided to Council; and

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- (c) any other matters or conditions required by this Agreement in order to achieve Practical Completion have been satisfied.

2. Works Requirements

2.1 Requirements do not derogate from usual planning and other Council requirements

The parties acknowledge and agree that:

- (a) these Works Requirements apply in addition to, and do not derogate from, the usual planning and other Council requirements, including any requirements that Council imposes pursuant to any Approvals that relate to the Works;
- (b) the IDM also specifies additional requirements that apply to the Works. The requirements of the IDM apply as terms of this Agreement which the Owner must comply with.

2.2 Standard of the Works

2.3 The Owner must perform and complete the Works in accordance with:

- (a) all applicable Laws;
- (b) Good Design and Construction Practices;
- (c) the reasonable directions of Council, and
- (d) the Plans and Specifications.

2.4 The Owner must perform the Works with due expedition and without delay in accordance with all reasonable directions of the Council.

2.5 Approvals

- (a) The Owner must apply for and obtain all Approvals for the Works from any relevant Authority.
- (b) The Owner bears all risk associated with obtaining the Approvals.

2.6 Owner's risks

Except as otherwise expressly provided in this Agreement, the Owner accepts all risks arising out of or in connection with the Works.

2.7 Protection of environment

The Owner must at all times:

- (a) carry out the Works in an environmentally responsible manner and in accordance with Law and good industry practice; and
- (b) in carrying out the Works, take all reasonable and practicable measures to minimise adverse impacts on the environment.

2.8 Design warranties

The Owner warrants to Council that:

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- (a) the Plans and Specifications will be fit for the Intended Purpose;
- (b) the Plans and Specifications, and the Works, will accord with the current version of the IDM;
- (c) they will procure construction of the Works in accordance with the Plans and Specifications.

2.9 Health and safety

- (a) The Owner must at all times while performing the Works:
 - (i) establish, maintain and comply with emergency safety and security procedures consistent with good industry practice;
 - (ii) do all things reasonably necessary to protect people and property;
 - (iii) minimise nuisance and unreasonable noise and disturbance.
- (b) The Owner is responsible for all aspects of health and safety for, or in connection with, the Works including performing the Works in accordance with applicable Health and Safety Laws.

2.10 Insurance

The Owner must effect and maintain:

- (a) a public liability insurance policy for not less than \$10 million (or any greater amount required reasonably required by Council);
- (b) a professional indemnity insurance policy that covers design, construction and supervision in respect of the Works;
- (c) such other insurances as the Council reasonably requires in respect of the Works.

2.11 Practical Completion of the Works

- (a) The Owner must give Council written notice of the anticipated Practical Completion date.
- (b) As soon as reasonably practicable after receiving notice from the Owner under the preceding clause, Council must:
 - (i) undertake an inspection of the Works; and
 - (ii) determine whether Practical Completion has been achieved.
- (c) If Council determines that Practical Completion has not been achieved, Council may, at its sole discretion, refuse to consent to the issue of a Statement of Compliance to any stage of the subdivision of the Land.
- (d) If Council determines that Practical Completion has been achieved, as soon as practicable after Council has determined that Practical Completion has been achieved, the Owner must handover the Works to Council pursuant to the 'Acceptance of Works' process under the IDM.
- (e) If Council notifies the Owner of a Defect within the Defects Liability Period, the Owner must, within a reasonable time as specified by Council, make good the Defect at no cost to Council.

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- (f) If Council notifies the Owner of any Defect in the rectification works within 12 months after the completion of the rectification works, the Owner must, within a reasonable time as specified by Council, make good the Defect in the rectification works at no cost to Council.
- (g) If the Owner fails to make good a Defect within the reasonable time specified by Council, Council may carry out the make good work and may recover the cost of carrying out such work as a debt due and payable from the Owner to Council.
- (h) The Owner acknowledges and agrees that the 'Guarantee of Work' process under the IDM applies in respect of the Defects Liability Period for the Works.
- (i) The IDM also specifies requirements that apply to Practical Completion for the Works. The requirements of the IDM apply as terms of this Agreement which the Owner must comply with.

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Annexure Page Marked "C".

Westpac Banking Corporation Mortgagee Consent:

I certify that the Attorney for the mortgagee with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of Witness:

Name of Witness:

Address of Witness:

Jacob Boehm

JACOB BOEHM

123 ST GEORGES TCE
PERTH, WA, 6000

SIGNED by Jamie Alexander-Peter Rath as attorney
for Westpac Banking Corporation under power of
attorney Permanent Order Book No. 277 Page 016.

(Signature) Tier Three Attorney

By executing this instrument the attorney states that the
attorney has received no notice of the revocation of the
power of attorney.

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Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Mortgage Form version 1.5

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Produced 01/12/2025 11:02:45 AM

Status	Registered	Dealing Number	AU977277H
Date and Time Lodged	02/11/2021 06:31:12 PM		

Lodger Details

Lodger Code	20620D
Name	HERBERT SMITH FREEHILLS KRAMER
Address	
Lodger Box	
Phone	
Email	
Reference	DYM:NPC:Anglican Vic

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PLAN**

MORTGAGE

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

Privacy Collection Statement

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Estate and/or Interest being mortgaged

FEE SIMPLE

Land Title Reference

8471/441

Mortgagor

Name	THE ANGLICAN SCHOOLS COMMISSION (INCORPORATED)
------	--

Mortgagee

Name	ANGLICAN COMMUNITY FUND (INC)
Address	
Floor Type	LEVEL
Floor Number	5
Street Number	3
Street Name	PIER
Street Type	STREET
Locality	PERTH
State	WA
Postcode	6000

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Department of Environment, Land, Water & Planning

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The mortgagor mortgages the estate and/or interest in land specified in this mortgage to the mortgagee as security for the debt or liability described in the terms and conditions set out or referred to in this mortgage, and covenants with the mortgagee to comply with those terms and conditions.

Terms and Conditions of this Mortgage

(a) Document Reference	AA5645
(b) Additional terms and conditions	NIL

Mortgagee Execution

1. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
2. The Certifier has taken reasonable steps to verify the identity of the mortgagee or his, her or its administrator or attorney.
3. The Certifier, or the Certifier is reasonably satisfied that the mortgagee it represents,:
 - (a) has taken reasonable steps to verify the identity of the mortgagor or his, her or its administrator or attorney; and
 - (b) holds a mortgage granted by the mortgagor on the same terms as 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.
5. The Certifier has retained the evidence supporting this Registry Instrument or Document.

Executed on behalf of	ANGLICAN COMMUNITY FUND (INC)
Signer Name	NATALIE CASALE
Signer Organisation	MINTER ELLISON
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	02 NOVEMBER 2021

File Notes:

NIL

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Statement End.

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Produced 01/12/2025 11:02:45 AM

Status	Registered	Dealing Number	AU977276K
Date and Time Lodged	02/11/2021 06:31:12 PM		

Lodger Details

Lodger Code	20620D
Name	HERBERT SMITH FREEHILLS KRAMER
Address	
Lodger Box	
Phone	
Email	
Reference	82728121

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MORTGAGE

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

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Estate and/or Interest being mortgaged

FEE SIMPLE

Land Title Reference

8471/441

Mortgagor

Name	THE ANGLICAN SCHOOLS COMMISSION (INCORPORATED)
------	--

Mortgagee

Name	WESTPAC BANKING CORPORATION
ACN	007457141
Address	
Floor Type	LEVEL
Floor Number	3
Street Number	123
Street Name	ST GEORGES
Street Type	TERRACE
Locality	PERTH
State	WA

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Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Mortgage Form version 1.5

Postcode

6000

The mortgagor mortgages the estate and/or interest in land specified in this mortgage to the mortgagee as security for the debt or liability described in the terms and conditions set out or referred to in this mortgage, and covenants with the mortgagee to comply with those terms and conditions.

Terms and Conditions of this Mortgage

(a) Document Reference	AA5906
(b) Additional terms and conditions	NIL

Mortgagee Execution

1. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
2. The Certifier has taken reasonable steps to verify the identity of the mortgagee or his, her or its administrator or attorney.
3. The Certifier, or the Certifier is reasonably satisfied that the mortgagee it represents,:
 - (a) has taken reasonable steps to verify the identity of the mortgagor or his, her or its administrator or attorney; and
 - (b) holds a mortgage granted by the mortgagor on the same terms as 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.
5. The Certifier has retained the evidence supporting this Registry Instrument or Document.

Executed on behalf of	WESTPAC BANKING CORPORATION
Signer Name	ROWEN CROSS
Signer Organisation	HERBERT SMITH FREEHILLS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	02 NOVEMBER 2021

File Notes:

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Status	Registered	Dealing Number	AW081858N
Date and Time Lodged	20/09/2022 12:17:55 PM		

Lodger Details

Lodger Code	18780S
Name	O'DONNELL SALZANO LAWYERS
Address	
Lodger Box	
Phone	
Email	
Reference	G06/X9070 (U2073)

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CAVEAT

Jurisdiction	VICTORIA
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Land Title Reference

8471/441

Caveator

Name	POWERCOR AUSTRALIA LTD
ACN	064651109

Grounds of claim

Agreement with the following Parties and Date.

Parties

The Registered Proprietor(s)

Date

13/09/2022

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Estate or Interest claimed

Leasehold Estate

Prohibition

Unless I/we consent in writing

Name and Address for Service of Notice

POWERCOR AUSTRALIA LTD



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Address

Floor Type	LEVEL
Floor Number	8
Street Number	40
Street Name	MARKET
Street Type	STREET
Locality	MELBOURNE
State	VIC
Postcode	3000

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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	POWERCOR AUSTRALIA LTD
Signer Name	JAMES WILLIAM RASHLEIGH
Signer Organisation	O'DONNELL SALZANO LAWYERS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	20 SEPTEMBER 2022

File Notes:

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Status	Registered	Dealing Number	AW081849P
Date and Time Lodged	20/09/2022 12:16:36 PM		

Lodger Details

Lodger Code	18780S
Name	O'DONNELL SALZANO LAWYERS
Address	
Lodger Box	
Phone	
Email	
Reference	G06/U2073 (X9070)

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CAVEAT

Jurisdiction	VICTORIA
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Land Title Reference

8471/441

Caveator

Name	POWERCOR AUSTRALIA LTD
ACN	064651109

Grounds of claim

Agreement with the following Parties and Date.

Parties

The Registered Proprietor(s)

Date

13/09/2022

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Estate or Interest claimed

Interest as a Grantee of an Easement

Prohibition

Unless I/we consent in writing

Name and Address for Service of Notice

POWERCOR AUSTRALIA LTD



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Address

Floor Type	LEVEL
Floor Number	8
Street Number	40
Street Name	MARKET
Street Type	STREET
Locality	MELBOURNE
State	VIC
Postcode	3000

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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

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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	POWERCOR AUSTRALIA LTD
Signer Name	JAMES WILLIAM RASHLEIGH
Signer Organisation	O'DONNELL SALZANO LAWYERS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	20 SEPTEMBER 2022

File Notes:

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

VOLUME 12463 FOLIO 866

Security no : 124133512553N
Produced 02/04/2026 02:48 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 849465T.
PARENT TITLE Volume 08471 Folio 440
Created by instrument PS849465T 27/03/2023

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
GPU POWERNET PTY LTD of LEVEL 8 1 SPRING ST MELBOURNE 3000
PS849465T 27/03/2023

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ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT A231485

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.

DIAGRAM LOCATION

SEE PS849465T 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)

Street Address: 300 VERNEY ROAD SHEPPARTON NORTH VIC 3631

ADMINISTRATIVE NOTICES

NIL

eCT Control 18780S O'DONNELL SALZANO LAWYERS
Effective from 27/03/2023

DOCUMENT END

Delivered from the LANDATA System by Dye & Durham Terrain Pty Ltd

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PLAN OF SUBDIVISION Under Section 35 of the Subdivision Act 1988				EDITION 1		PS849465T	
LOCATION OF LAND PARISH: Shepparton TOWNSHIP: SECTION: CROWN ALLOTMENT: 77B(Part) CROWN PORTION: TITLE REFERENCE: C/T VOL 8471 FOL 440 VOL 8471 FOL 436 VOL 8166 FOL 427 LAST PLAN REFERENCE: Lot 2 LP57717 Lot 1 TP335779W Lot 1 TP329292M POSTAL ADDRESS: 280-300 Verney Road (at time of subdivision) Shepparton North 3631 MGA2020 CO-ORDINATES: E: 357 500 ZONE: 55 (of approx centre of land in plan) N: 5 977 070				Council Name: Greater Shepparton City Council Council Reference Number: S-2021-110 Planning Permit Reference: Planning permit not required SPEAR Reference Number: S184120E This is a plan under section 35 of the Subdivision Act 1988 which does not create any additional lots. Certification This plan is certified under section 6 of the Subdivision Act 1988 Statement of Compliance This is a statement of compliance issued under section 21 of the Subdivision Act 1988 Digitally signed by: Andrew Dainton for Greater Shepparton City Council on 27/09/2022 ADVERTISED PLAN			
VESTING OF ROADS AND/OR RESERVES				NOTATIONS			
Roads and reserves vest in the council/body/person named when the appropriate vesting date is recorded or transfer registered. Only roads and reserves marked thus (%) vest upon registration of this plan.				Land to be acquired by agreement: ROAD R-1 Land to be acquired by compulsory process: Nil All the land is to be acquired free from all encumbrances other than any easement specified on this plan. ROAD R-1 only is a result of survey. Dimension and area of Lots 1, 2 & 3 are the balance of the			
IDENTIFIER	COUNCIL/BODY/PERSON						
ROAD R-1	Greater Shepparton City Council						
NOTATIONS				This copied document to be made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright			
DEPTH LIMITATION Nil							
SURVEY: This plan is based on survey							
Planning Permit No. This survey has been connected to permanent marks No(s). 162, 571 & 810 In Proclaimed Survey Area No.							
VESTING DATES & TRANSFER REGISTRATION DATES OF ACQUIRED LAND							
Land affected	Land acquired by compulsory process				Land acquired by agreement	LRS reference	Assistant Registrar of title signature
	Vesting date	Government Gazette		Date of recording of Vesting date	Date of registration of Transfer		
		Page	Year				
ROAD R-1 (C/T Vol 8471 Fol 436)	---	---	---	---			
ROAD R-1 (C/T Vol 8471 Fol 440)	---	---	---	---			
ROAD R-1 (C/T Vol 8166 Fol 427)	---	---	---	---			
EASEMENT INFORMATION							
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)							
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Easement Reference	Purpose	Width (Metres)	Origin		Land Benefited / In Favour of		
			See Sheet 2				
spiire		144 Welsford Street PO Box 926 Shepparton Vic 3632 T 61 3 5849 1000 spiire.com.au		SURVEYORS FILE REF: 309370SV00 Digitally signed by: Michael John Meehan, Licensed Surveyor, Surveyor's Plan Version (2), 25/10/2021, SPEAR Ref: S184120E		ORIGINAL SHEET SIZE: A3	SHEET 1 OF 3
				PLAN REGISTERED TIME: 1:32pm DATE: 27/03/2023 T. LOCOCK Assistant Registrar of Titles			

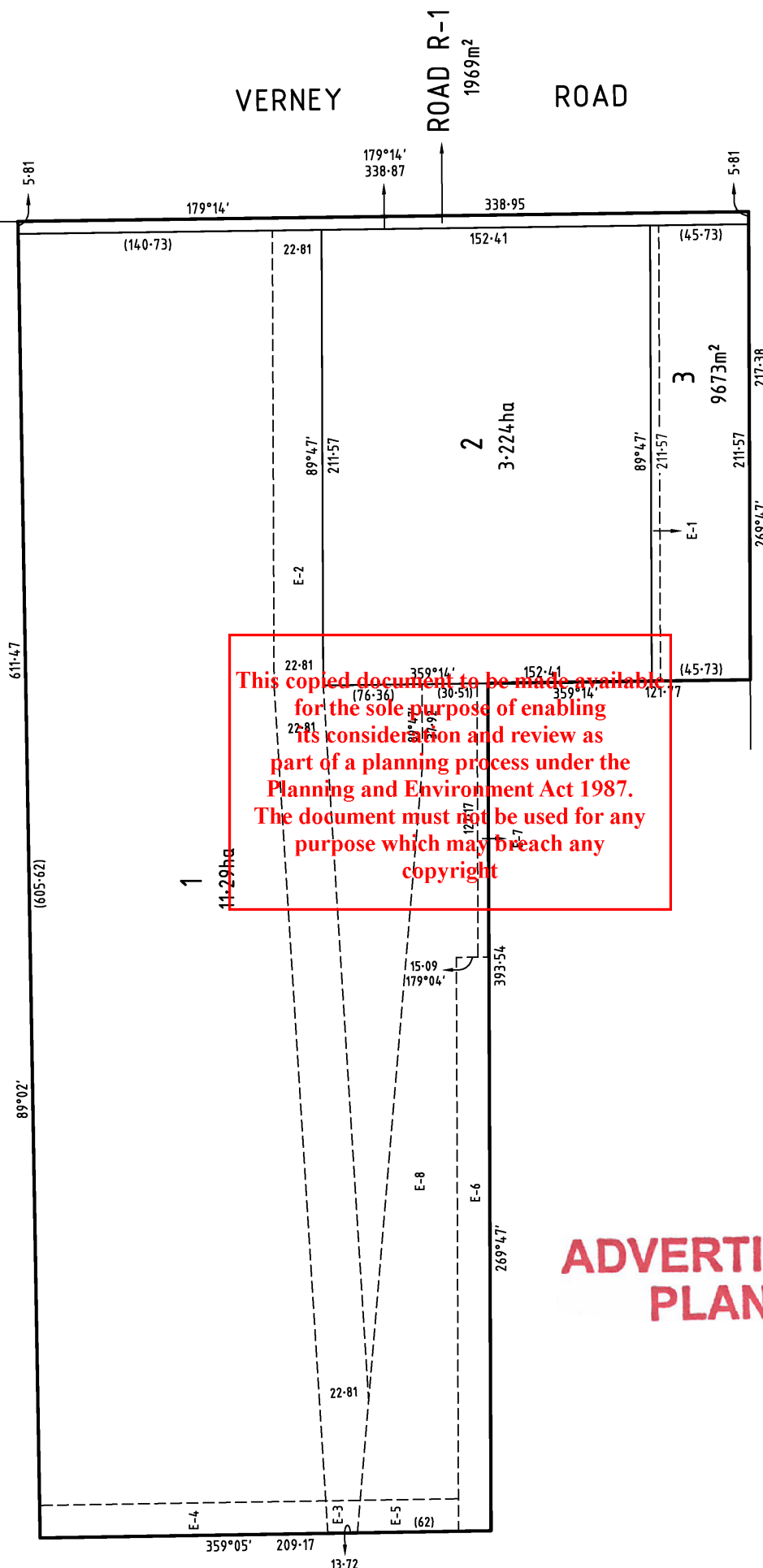
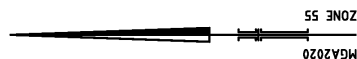
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E-2& E-3(-)	Transmission of Electricity	See Diagram	C/E C271929	State Electricity Commission of Victoria
E-3, E-4, E-5 & E-6(-)	Drainage	15.09	LP57717	Lots on LP57717
E-6(-)	Water Supply & Drainage	15.09	C/E B558750	State Rivers & Water Supply Commission
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E-5, E-6, E-7 & E-8(-)	Transmission of Electricity	See Diag	C/E B470718	State Electricity Commission of Victoria
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SHEET 2				
 144 Welsford Street PO Box 926 Shepparton Vic 3632 T 61 3 5849 1000 spiire.com.au			Digitally signed by: Michael John Meehan, Licensed Surveyor, Surveyor's Plan Version (2), 25/10/2021, SPEAR Ref: S184120E	
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 144 Welsford Street PO Box 928 Shepparton Vic 3632 T 61 3 5849 1000 spire.com.au		SCALE 1: 2000 20 0 20 40 60 80 LENGTHS ARE IN METRES		Digitally signed by: Michael John Meehan, Licensed Surveyor, Surveyor's Plan Version (2), 25/10/2021, SPEAR Ref: S184120E	
				Digitally signed by: Greater Shepparton City Council, 27/09/2022, SPEAR Ref: S184120E	

10-42 253/229
A231485

A231485

***5-O A R T 20-42 214799 OCT-4-56

STATE ELECTRICITY COMMISSION OF VICTORIA

of the Mills & Oakley
~~NORVAL H. DOOLEY & BREEN.~~

VICTORIA.

TRANSFER OF LAND.

WE CHARLES HAROLD HAWKINS of Shepparton Grazier and THEODORE STANLEY HAWKINS of Finley in New South Wales Grazier being registered as proprietors as tenants in common in respectively three and one equal undivided fourths parts or shares of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder in consideration of the sum of TWO THOUSAND EIGHT HUNDRED AND ELEVEN POUNDS TEN SHILLINGS paid to us by the STATE ELECTRICITY COMMISSION OF VICTORIA pursuant to the Lands Compensation Act 1928 ~~DO HEREBY TRANSFER to the said State Electricity Commission of Victoria all our estate and interest in the land delineated and colored red on the plan annexed hereto being part of Crown Allotment 77B Parish of Shepparton and together with a right-of-carriage-way over the said land delineated and colored blue on the said plan And Together with full and free right and liberty to and for the transferee and its transferees registered proprietor or proprietors for the time being of the said land colored red or any part of it to dig cut excavate and fill in on the said land colored blue trenches or holes for laying underground and erecting overhead and to lay and erect on the said land colored blue such electric lines and appliances as it or they require or desire and to inspect remove repair and maintain or to replace them or any of them from time to time and at all times to use the said land lines and appliances for the transmission of electricity to and from the said land colored red or any part thereof~~ *has so always* ~~And the Commission covenants that any electric cables or wires so laid or erected will be laid about 2 feet under the surface or erected about 12 feet above the general level of the ground as it is at the time of laying (or of erection) and in conformity with good practice at the time of doing the laying or erection And the transferrors for themselves their executors administrators and transferees registered proprietors for the time being of the said land colored blue and each of them~~ *the registered proprietors or proprietors for the time being of the said land colored blue* ~~covenants with the Commission and its said transferees not to dis-~~ *posed of the said land*

6878-530

6878/530 Pt. & 1/2

Area: 8A. 0A. 6C.
Togr. etc. c/way &
Togr. etc. transmission
of electricity. etc. yellow

18/9/57
S.E.C. for

18/10/56



DR231485-1-0

18/9/57
SEC AN

turb or interfere with or allow to be disturbed or interfered -
with any such lines or appliances or the safe and effective -
transmission of electricity thereby across the land colored blue.

DATED this *Twenty-first* day of *September* 1956.

SIGNED in Victoria by the said
CHARLES HAROLD HAWKINS in the
presence of -

C. H. Hawkins

J. Foley

SIGNED in New South Wales by the said
THEODORE STANLEY HAWKINS in the
presence of -

T. S. Hawkins

Shall

THE COMMON SEAL of the STATE
ELECTRICITY COMMISSION
VICTORIA was hereto affixed with
the authority of the
in the presence of -

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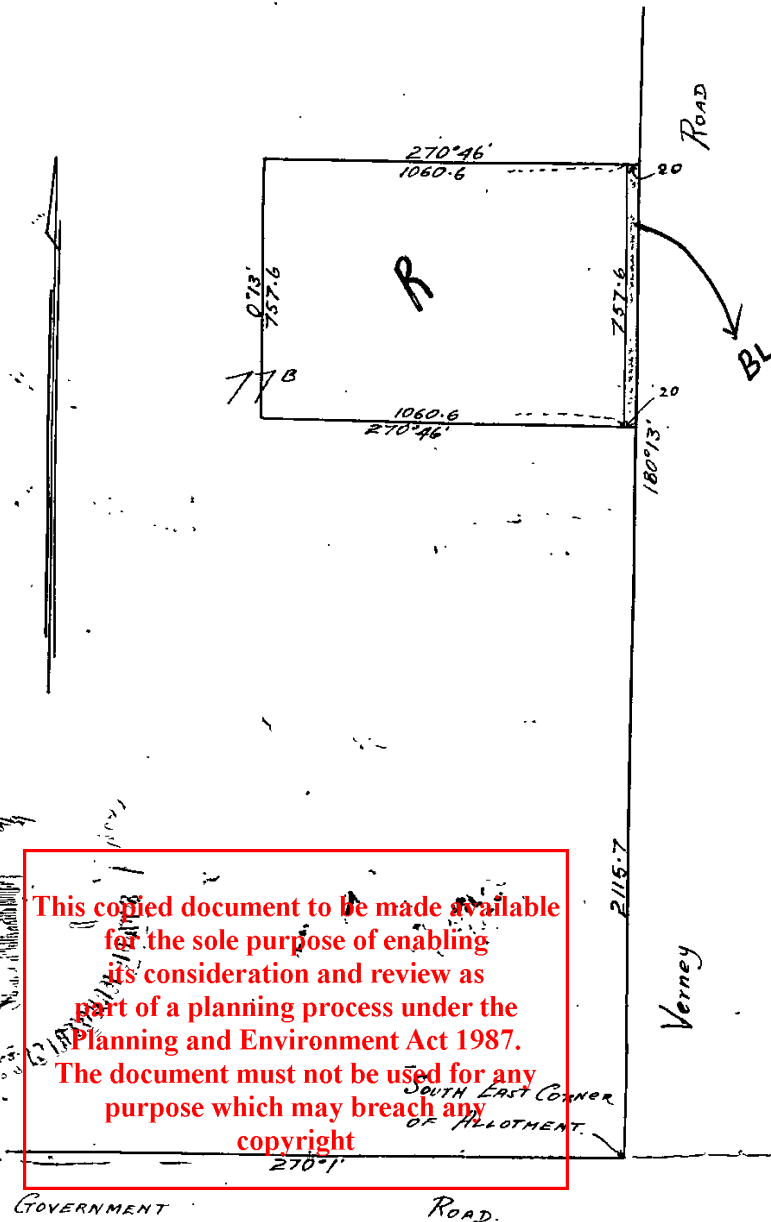
W. C. ...

CHAIRMAN.

...

SECRETARY.

ENCUMBRANCES ABOVE REFERRED TO.



COLOUR CODE

Y=Yellow O=Orange BR=Brown
G=Green R=Red BL=Blue P=Purple
H=Hatched CH=Cross Hatched

**ADVERTISED
PLAN**



DR231485-2-6

This is the plan referred to in the Transfer dated

Twenty - first day of September 1956.

SIGNED in Victoria by the said

CHARLES HAROLD HAWKINS in the

presence of -

J Foley

C. H. Hawkins

SIGNED in Victoria by the said

THEODORE STANLEY HAWKINS in the

presence of -

Shah

T S Hawkins

THE COMMON SEAL of the STATE

ELECTRICITY COMMISSION OF VIC-

TORIA was hereto affixed with

the authority of the planning process under the

in the presence of -

McConnell

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CHAIRMAN.

T. Hawkins

SECRETARY.

ADVERTISED
PLAN

ADVERTISED PLAN

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copyright



DA231485-3-2

DATED " " 1956

MESSRS. C. H. & T. S. HAWKINS

- with -

STATE ELECTRICITY COMMISSION
VICTORIA.

TRANSFER OF LAND.

NORVAL H. DOOLEY & BREEN,
Solicitors,
31 Queen Street,
MELBOURNE
C.1.

A memorandum of the within instrument
has been entered in the Register Book
Vol. 6878 Fol. 530 *L. L. 162*

Assistant Registrar of Titles

RECOMMENDED
FOR
10/1/72
HANKS/ANDLER

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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 12463 FOLIO 867

Security no : 124133512613X
Produced 02/04/2026 02:49 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 849465T.
PARENT TITLE Volume 08166 Folio 427
Created by instrument PS849465T 27/03/2023

**ADVERTISED
PLAN**

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
GPU POWERNET PTY LTD of LEVEL 8 1 SPRING ST MELBOURNE 3000
PS849465T 27/03/2023

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.

DIAGRAM LOCATION

SEE PS849465T 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)

Street Address: 280 VERNEY ROAD SHEPPARTON NORTH VIC 3631

ADMINISTRATIVE NOTICES

NIL

eCT Control 18780S O'DONNELL SALZANO LAWYERS
Effective from 27/03/2023

DOCUMENT END

Delivered from the LANDATA System by Dye & Durham Terrain Pty Ltd

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PLAN OF SUBDIVISION Under Section 35 of the Subdivision Act 1988				EDITION 1		PS849465T	
LOCATION OF LAND PARISH: Shepparton TOWNSHIP: SECTION: CROWN ALLOTMENT: 77B(Part) CROWN PORTION: TITLE REFERENCE: C/T VOL 8471 FOL 440 VOL 8471 FOL 436 VOL 8166 FOL 427 LAST PLAN REFERENCE: Lot 2 LP57717 Lot 1 TP335779W Lot 1 TP329292M POSTAL ADDRESS: 280-300 Verney Road (at time of subdivision) Shepparton North 3631 MGA2020 CO-ORDINATES: E: 357 500 ZONE: 55 (of approx centre of land in plan) N: 5 977 070				Council Name: Greater Shepparton City Council Council Reference Number: S-2021-110 Planning Permit Reference: Planning permit not required SPEAR Reference Number: S184120E This is a plan under section 35 of the Subdivision Act 1988 which does not create any additional lots. Certification This plan is certified under section 6 of the Subdivision Act 1988 Statement of Compliance This is a statement of compliance issued under section 21 of the Subdivision Act 1988 Digitally signed by: Andrew Dainton for Greater Shepparton City Council on 27/09/2022 ADVERTISED PLAN			
VESTING OF ROADS AND/OR RESERVES				NOTATIONS			
Roads and reserves vest in the council/body/person named when the appropriate vesting date is recorded or transfer registered. Only roads and reserves marked thus (%) vest upon registration of this plan.				Land to be acquired by agreement: ROAD R-1 Land to be acquired by compulsory process: Nil All the land is to be acquired free from all encumbrances other than any easement specified on this plan. ROAD R-1 only is a result of survey. Dimension and area of Lots 1, 2 & 3 are the balance of the			
IDENTIFIER	COUNCIL/BODY/PERSON						
ROAD R-1	Greater Shepparton City Council						
NOTATIONS				This copied document to be made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright			
DEPTH LIMITATION Nil							
SURVEY: This plan is based on survey							
Planning Permit No. This survey has been connected to permanent marks No(s). 162, 571 & 810 In Proclaimed Survey Area No.							
VESTING DATES & TRANSFER REGISTRATION DATES OF ACQUIRED LAND							
Land affected	Land acquired by compulsory process				Land acquired by agreement	LRS reference	Assistant Registrar of title signature
	Vesting date	Government Gazette		Date of recording of Vesting date	Date of registration of Transfer		
		Page	Year				
ROAD R-1 (C/T Vol 8471 Fol 436)	---	---	---	---			
ROAD R-1 (C/T Vol 8471 Fol 440)	---	---	---	---			
ROAD R-1 (C/T Vol 8166 Fol 427)	---	---	---	---			
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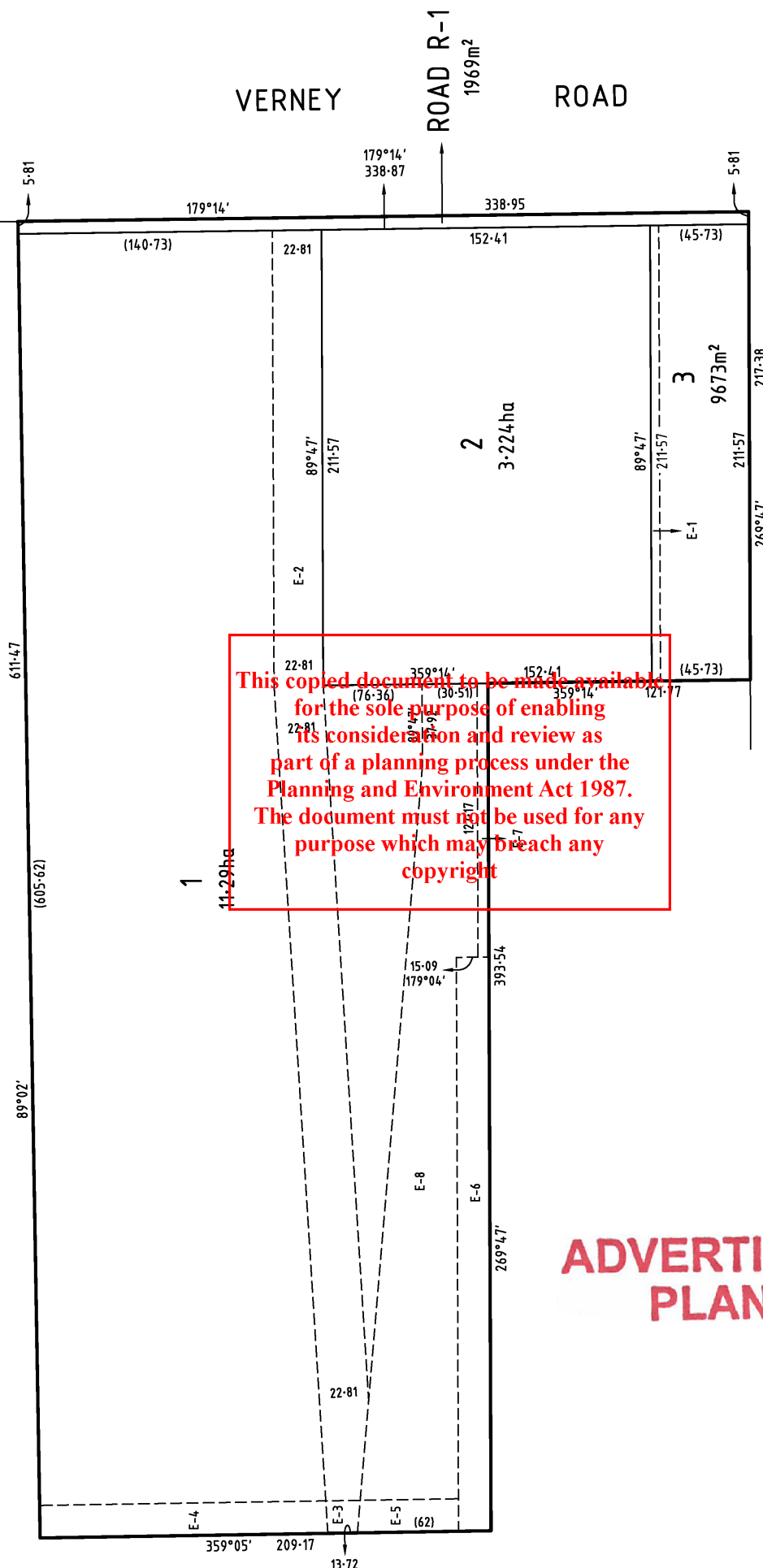
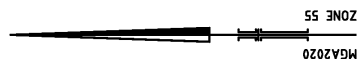
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 144 Welsford Street PO Box 928 Shepparton Vic 3632 T 61 3 5849 1000 spire.com.au		SCALE 1: 2000 20 0 20 40 60 80 LENGTHS ARE IN METRES		Digitally signed by: Michael John Meehan, Licensed Surveyor, Surveyor's Plan Version (2), 25/10/2021, SPEAR Ref: S184120E	
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