

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

VOLUME 10031 FOLIO 148

Security no : 124106224172W
Produced 19/05/2023 02:17 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 300991J.
PARENT TITLE Volume 09013 Folio 643

**ADVERTISED
PLAN**

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor

REGIONAL QUARRIES SOUTH EAST RESOURCES PTY LTD of 20L SHERATON ROAD DUBBO
VIC 2830
AW841158J 18/05/2023

ENCUMBRANCES, CAVEATS AND NOTICES

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987
AL599252K 06/01/2015

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DIAGRAM LOCATION

SEE PS300991J FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AW828159G (E)	CONV PCT & NOM ECT TO LC	Completed	15/05/2023
AW841158J (E)	TRANSFER	Registered	18/05/2023

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

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

Street Address: 1381 BASS HIGHWAY GRANTVILLE VIC 3984

ADMINISTRATIVE NOTICES

NIL

eCT Control 19208S HWL EBSWORTH LAWYERS
Effective from 18/05/2023

DOCUMENT END



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Document Type	Plan
Document Identification	PS300991J
Number of Pages (excluding this cover sheet)	3
Document Assembled	19/05/2023 14:22

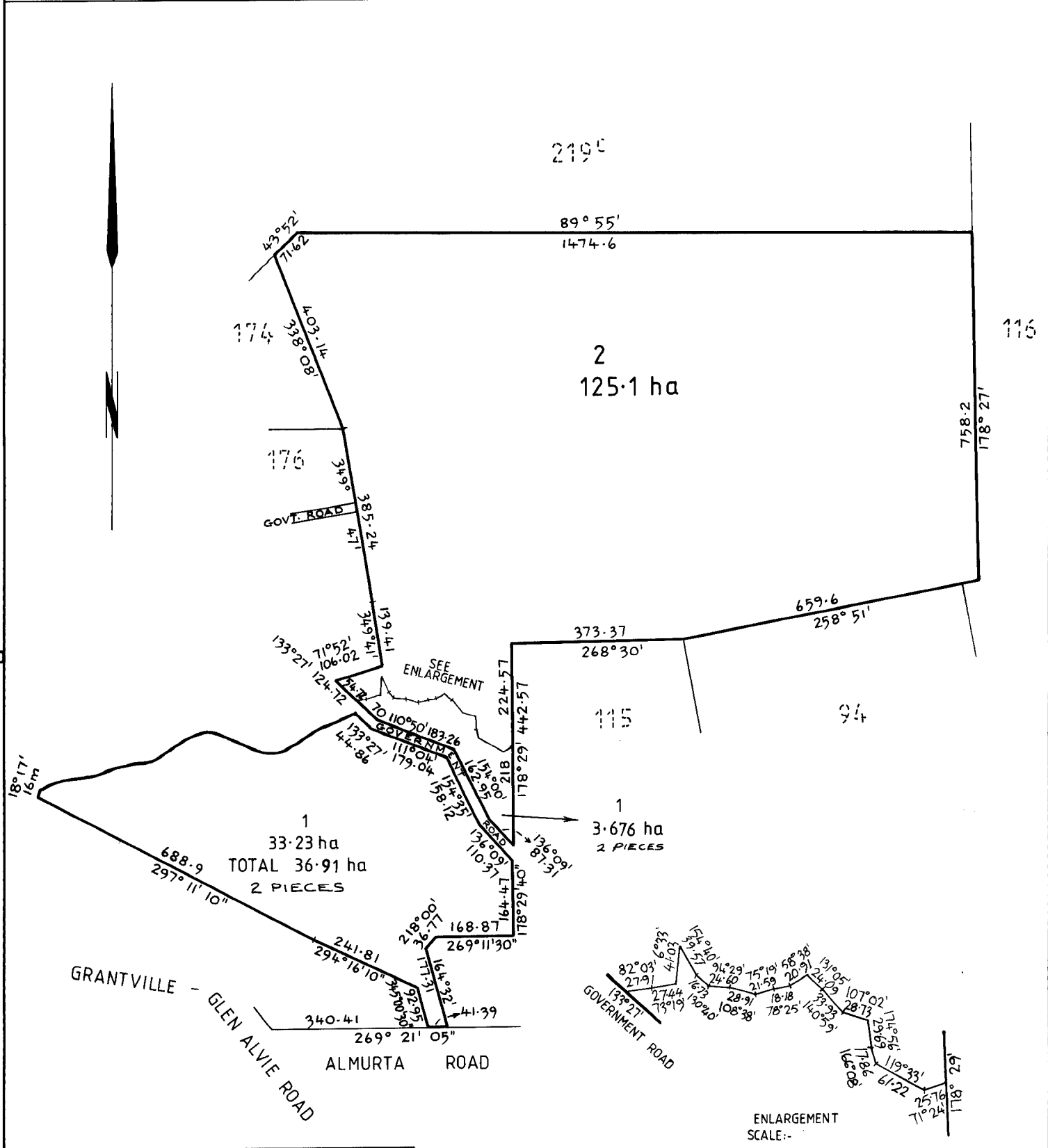
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PLAN OF SUBDIVISION		STAGE NO. <hr/>	LTO use only EDITION 2	Plan Number PS 300991 J
<p style="text-align: center;">Location of Land</p> <p>Parish: CORINELLA</p> <p>Township: _____</p> <p>Section: _____</p> <p>Crown Allotment: 219^A AND 218 (PART)</p> <p>Crown Portion: _____</p> <p>LTO Base Record: LITHO</p> <p>Title Reference: VOL. 9013 FOL. 643</p> <p>Last Plan Reference: PS300986B</p> <p>Postal Address: ALMURTA ROAD (at time of subdivision) GRANTVILLE 3984</p> <p>AMG Co-ordinates E 373150 Zone: 55 (of approx. centre of land in plan) N 5748400</p>		<p style="text-align: center;">Council Certificate and Endorsement</p> <p>Council Name: SHIRE OF BASS Ref: 90/04/10</p> <p>1. This plan is certified under section 6 of the Subdivision Act 1988.</p> <p>2. This plan is certified under section 11(7) of the Subdivision Act 1988.</p> <p>_____ Date of original certification under section 6 / /</p> <p>3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.</p> <p style="text-align: center;"><u>OPEN SPACE</u></p> <p>(i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made.</p> <p>(ii) The requirement has been satisfied.</p> <p>(iii) The requirement is to be satisfied in Stage.....</p> <p>Council delegate Council seal</p> <p>Date 5 / 07 / 90</p> <p>Re-certified under section 11(7) of the Subdivision Act 1988</p> <p>Council Delegate Council Seal</p> <p>Date / /</p>		
Vesting of Roads and/or Reserves				
Identifier	Council/Body/Person			
NIL	NIL			
Notations				
Staging		This is /is not a staged subdivision Planning Permit No. 89/139		
Depth Limitation				
DOES NOT APPLY				
Appurtenant Carriageway easement in favour of Lot 2 on this plan has been created by PS604744H				
LOT 1 IS THE RESULT OF THIS SURVEY				
AREA OF LOT 2 HAS BEEN OBTAINED BY DEDUCTION FROM TITLE				
Survey This plan is is not based on survey 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
				Received <input checked="" type="checkbox"/>
				Date 16 / 11 / 90
				LTO use only
				PLAN REGISTERED
				TIME
				DATE 9 / 8 / 91
			 Assistant Registrar of Titles
				Sheet 1 of 2 Sheets
OLIVER & ADAMSON PTY. LTD. CIVIL ENGINEERS & SURVEYORS COMO ROAD LILYDALE 3140 PH. (03) 735 1233 FAX (03) 735 1691		LICENSED SURVEYOR (PRINT) GRAEME CLIFFORD ADAMSON SIGNATURE..... DATE / / REF 4950 B VERSION 2		DATE 5 / 7 / 90 COUNCIL DELEGATE SIGNATURE Original sheet size A3

PLAN OF SUBDIVISION	Stage No. <hr style="width: 50%; margin: auto;"/>	Plan Number PS 300991 J
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Sheet 2 of 2 sheets
DATE 5 / 7 / 90
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REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

Page 1 of 1

VOLUME 11044 FOLIO 475

Security no : 124106224664M
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LAND DESCRIPTION

Lot 4 on Plan of Subdivision 604744H.

PARENT TITLES :

Volume 01563 Folio 433 Volume 02283 Folio 499 Volume 03483 Folio 463
Volume 08863 Folio 989 to Volume 08863 Folio 990
Created by instrument PS604744H 17/12/2007

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

REGIONAL QUARRIES SOUTH EAST RESOURCES PTY LTD of 20L SHERATON ROAD DUBBO
VIC 2830
AW841158J 18/05/2023

ENCUMBRANCES, CAVEATS AND NOTICES

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AGREEMENT Section 173 Planning and Environment Act 1987
AF196772F 11/07/2007

AGREEMENT Section 173 Planning and Environment Act 1987
AL599252K 06/01/2015

DIAGRAM LOCATION

SEE PS604744H FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AW828159G (E)	CONV PCT & NOM ECT TO LC	Completed	15/05/2023
AW841158J (E)	TRANSFER	Registered	18/05/2023

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

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

Street Address: CULLY ROAD GRANTVILLE VIC 3984

ADMINISTRATIVE NOTICES

NIL

eCT Control 19208S HWL EBSWORTH LAWYERS
Effective from 18/05/2023

DOCUMENT END



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Document Type	Plan
Document Identification	PS604744H
Number of Pages (excluding this cover sheet)	3
Document Assembled	19/05/2023 14:29

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PLAN OF SUBDIVISION	STAGE NO. —	LR use only EDITION 1	Plan Number PS604744H
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Location of Land

Parish: CORINELLA
 Township: —
 Section: —
 Crown Allotment: 116, 176, 174, 176A
 Crown Portion: —

Title Reference: VOL.8863 FOL.989
 VOL.8863 FOL.990
 VOL.2283 FOL.499
 VOL.1563 FOL.433
 VOL.3483 FOL.463

Last Plan Reference: LP87345 (LOTS 1 & 2)
 Postal Address: 10 SMITH ROAD
 (at time of subdivision) GRANTVILLE VIC 3984

MGA Co-ordinates E 374 705 ZONE: 55
 (of approx. centre of land in plan) N 5748 400

Council Certification and Endorsement

Council Name: BASS COAST SHIRE COUNCIL Ref: **7205000600**

~~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 of the Subdivision Act 1988 ~~has/has not~~ been made.
~~(ii) The requirement has been satisfied.~~
~~(iii) The requirement is to be satisfied in Stage~~

Council Delegate
~~Council Seal~~

Date **24 / 10 / 2007**

~~Re-certified under section 11(7) of the Subdivision Act 1988.~~

~~Council Delegate~~
~~Council Seal~~

~~Date~~ / /

Vesting of Roads and / or Reserves

Identifier	Council/Body/Person
NIL	NIL

Notations

Staging This is not a staged subdivision
 Planning Permit No.050531

Depth Limitation DOES NOT APPLY.

LOTS 1, 2, 4 & 5 AND DIMENSIONS SHOWN UNDERLINED ARE THE RESULT OF THIS SURVEY.

THE AREA OF LOT 3 HAS BEEN OBTAINED BY DEDUCTION FROM TITLE

The land being subdivided is enclosed within thick continuous lines.

WATERWAY NOTATION:
 LOT 5 IN THIS PLAN MAY ABUT CROWN LAND THAT MAY BE SUBJECT TO A CROWN LICENCE TO USE

Survey This plan is based on survey.

This survey has been connected to permanent marks no(s).74,87,36,92, in Proclaimed Survey Area No.97

CREATION OF RESTRICTION

UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED

4+5

LAND BENEFITED: LOTS ⁴⁺⁵ ON THIS PLAN
 LAND BURDENED: LOTS 4 AND 5

RESTRICTION

DWELLINGS AND OUTBUILDINGS CAN NOT BE CONSTRUCTED ON LOTS 4 AND 5 UNTIL THE GOVERNMENT ROAD AND THE CONNECTION TO THE BASS HIGHWAY IS CONSTRUCTED AND COMPLETED TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY AND VICROADS

Easement Information

Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement
 A - Appurtenant Easement R - Encumbering Easement (Road)

Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	POWERLINE	SEE DIAG.	THIS PLAN-SECTION 88 ELECTRICITY INDUSTRY ACT 2000	SPI ELECTRICITY PTY LTD
E-2	CARRIAGEWAY	10m	THIS PLAN	LOT 4 ON THIS PLAN AND
E-3 E-2	CARRIAGEWAY	10m	THIS PLAN	LOT 2 ON PS 300991J

LR use only

Statement of Compliance/ Exemption Statement

Received

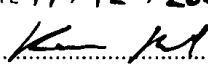
Date **29 / 11 / 07**

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PLAN REGISTERED

Time **9.59 AM**

Date **17 / 12 / 2007**


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Sheet 1 of 3 Sheets



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 PD BOX 161 LEONGATHA 3953 56622630
 PD BOX 129 WONTHAGGI 3995 56721505
 PD BOX 1916 TRARALGON 3844 51760374

LICENSED SURVEYOR (PRINT) PETER ALAN TOOLE

SIGNATURE DATE 06/02/2007

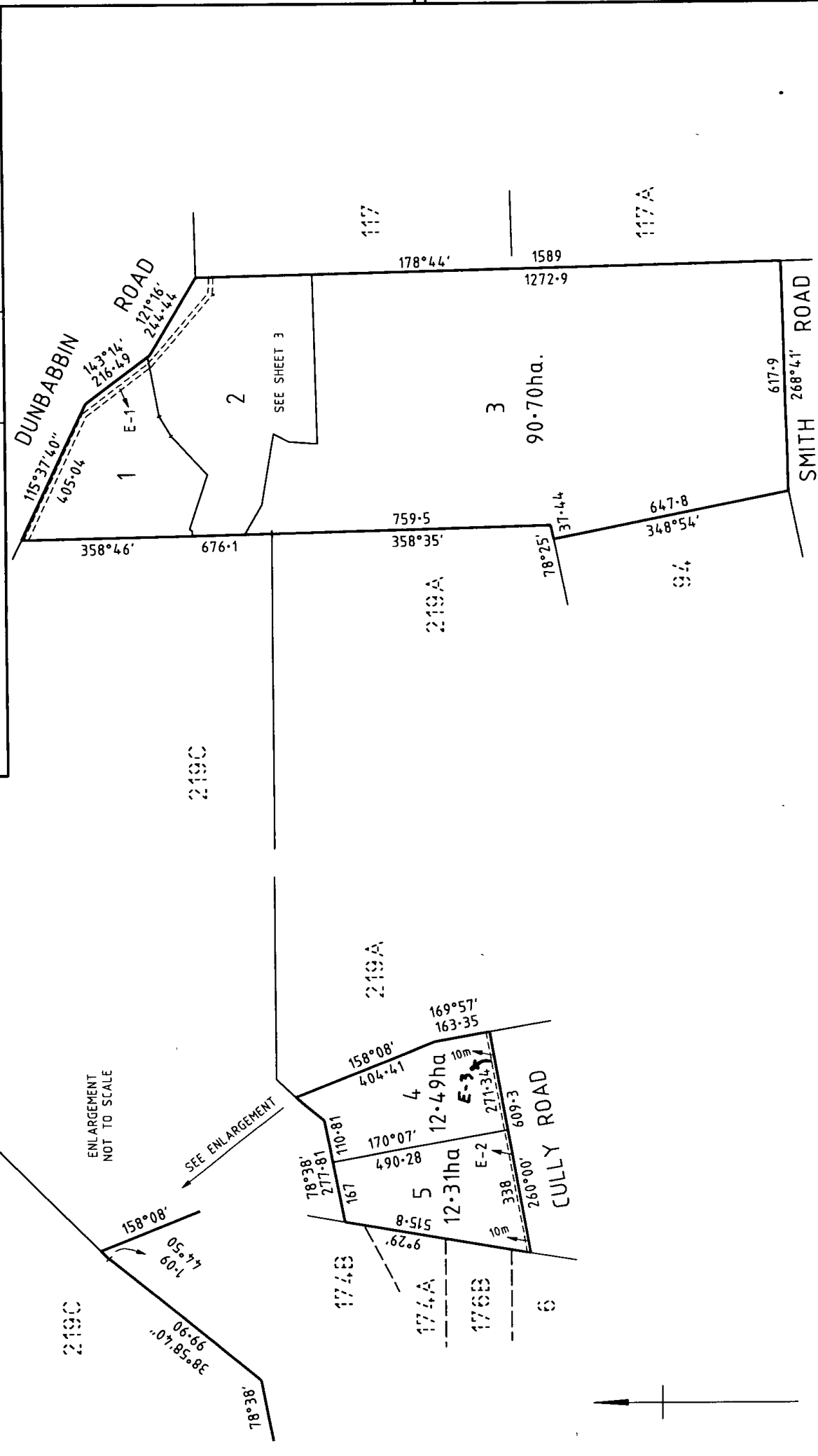
REF **W5996** VERSION **3**

DATE **24 / 10 / 2007**
 COUNCIL DELEGATE SIGNATURE

Original sheet size A3

PLAN OF SUBDIVISION

PLAN NUMBER
PS604744H



SHEET 2 OF 3 SHEETS

DATE / /
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SIGNATURE
DATE 06/02/2007

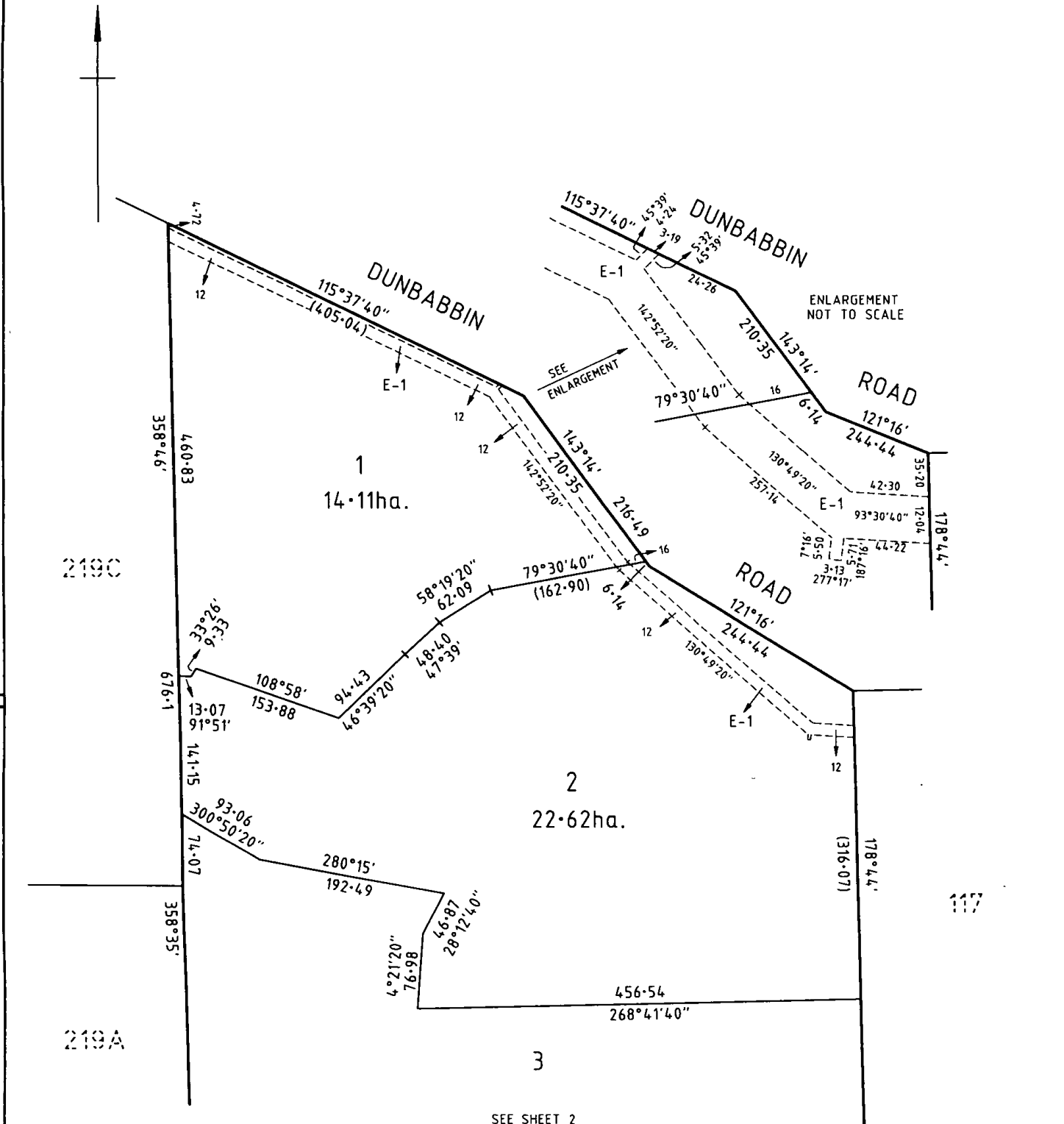
REF W5996 VERSION 3

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LENGTHS ARE IN METRES

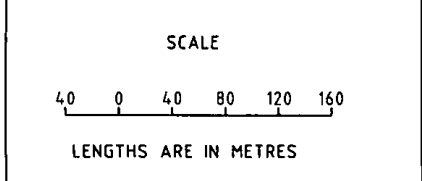
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PO BOX 1465 BALLARAT MAIL CENTRE 3354 53313877
PO BOX 161 LEONGATHA 3953 56622630
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PO BOX 1316 TRARALGON 3844 51160374

PLAN OF SUBDIVISION	Stage No. /	Plan Number PS604744H
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 PD BOX 161 LEONGATHA 3953 56622630
 PD BOX 129 WONTHAGGI 3995 56721505
 PD BOX 1916 TRARALGON 3844 51760374

ORIGINAL
 SCALE 1:4000
 SHEET SIZE A3



LICENSED SURVEYOR (PRINT) PETER ALAN TOOLE
 SIGNATURE _____ DATE 06/02/2007
 REF. **W5996** VERSION **3**

Sheet 3 of 3 Sheets

DATE / /
 COUNCIL DELEGATE SIGNATURE
 Original sheet size A3

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

Page 1 of 1

VOLUME 11044 FOLIO 476

Security no : 124106224745Y
Produced 19/05/2023 02:29 PM

LAND DESCRIPTION

Lot 5 on Plan of Subdivision 604744H.

PARENT TITLES :

Volume 01563 Folio 433 Volume 02283 Folio 499 Volume 03483 Folio 463
Volume 08863 Folio 989 to Volume 08863 Folio 990
Created by instrument PS604744H 17/12/2007

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

REGIONAL QUARRIES SOUTH EAST RESOURCES PTY LTD of 20L SHERATON ROAD DUBBO
VIC 2830
AW841158J 18/05/2023

ENCUMBRANCES, CAVEATS AND NOTICES

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AF196772F 11/07/2007

AGREEMENT Section 173 Planning and Environment Act 1987
AL599252K 06/01/2015

DIAGRAM LOCATION

SEE PS604744H FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AW828159G (E)	CONV PCT & NOM ECT TO LC	Completed	15/05/2023
AW841158J (E)	TRANSFER	Registered	18/05/2023

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

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

Street Address: CULLY ROAD GRANTVILLE VIC 3984

ADMINISTRATIVE NOTICES

NIL

eCT Control 19208S HWL EBSWORTH LAWYERS
Effective from 18/05/2023

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PLAN OF SUBDIVISION		STAGE NO. <hr/>	LR use only EDITION 1	Plan Number PS604744H
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<p style="text-align: center;">Location of Land</p> <p>Parish: CORINELLA</p> <p>Township: _____</p> <p>Section: _____</p> <p>Crown Allotment: 116, 176, 174, 176A</p> <p>Crown Portion: _____</p> <p>Title Reference: VOL.8863 FOL.989 VOL.8863 FOL.990 VOL.2283 FOL.499 VOL.1563 FOL.433 VOL.3483 FOL.463</p> <p>Last Plan Reference: LP87345 (LOTS 1 & 2)</p> <p>Postal Address: 10 SMITH ROAD (at time of subdivision) GRANTVILLE VIC 3984</p> <p>MGA Co-ordinates E 374 705 ZONE: 55 (of approx. centre of land in plan) N 5748 400</p>	<p style="text-align: center;">Council Certification and Endorsement</p> <p>Council Name: BASS COAST SHIRE COUNCIL Ref: 7205000600</p> <p>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.</p> <p style="text-align: center;">OPEN SPACE</p> <p>(i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage</p> <p>Council Delegate Council Seal</p> <p>Date 24 / 10 / 2007</p> <p>Re-certified under section 11(7) of the Subdivision Act 1988.</p> <p>Council Delegate Council Seal</p> <p>Date _____</p>
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Vesting of Roads and / or Reserves	
Identifier	Council/Body/Person
NIL	NIL

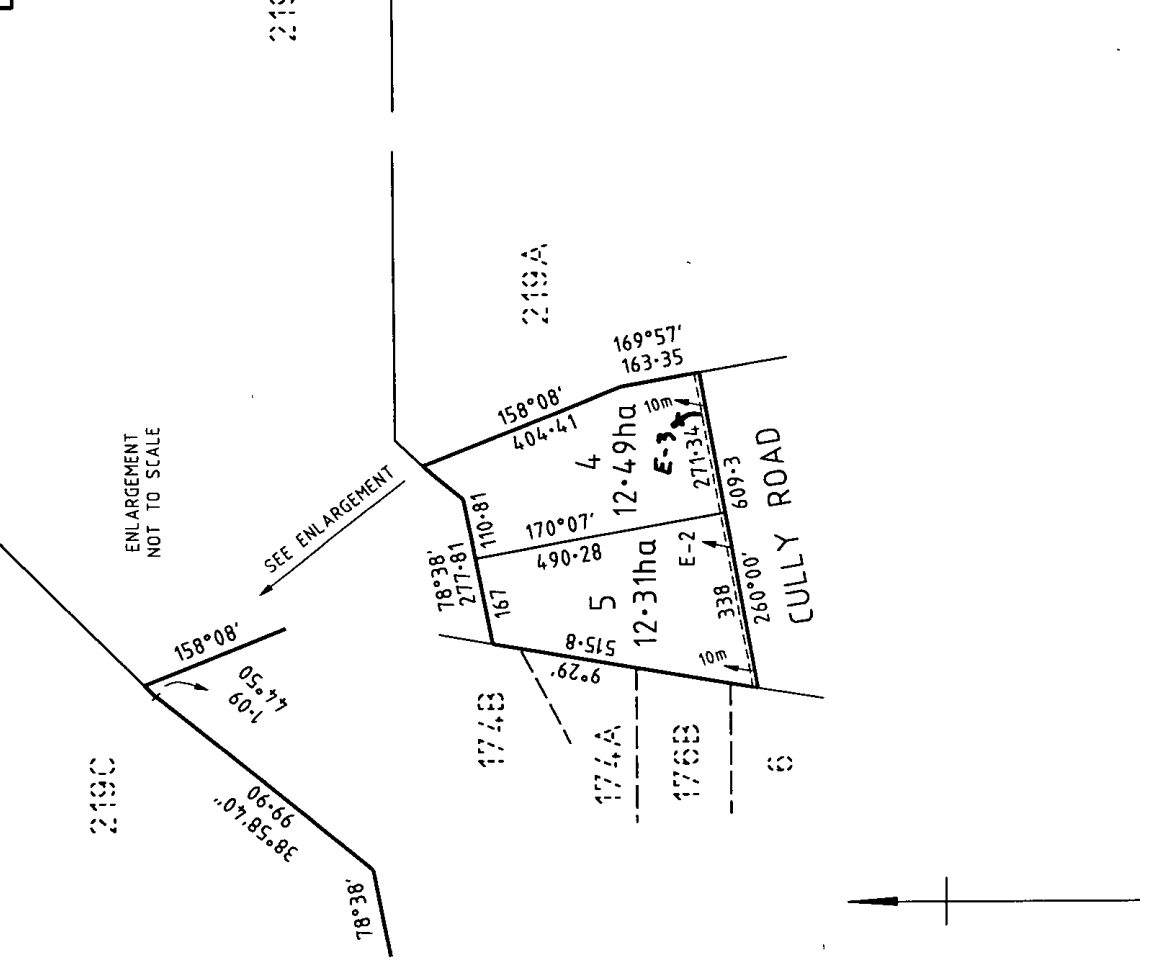
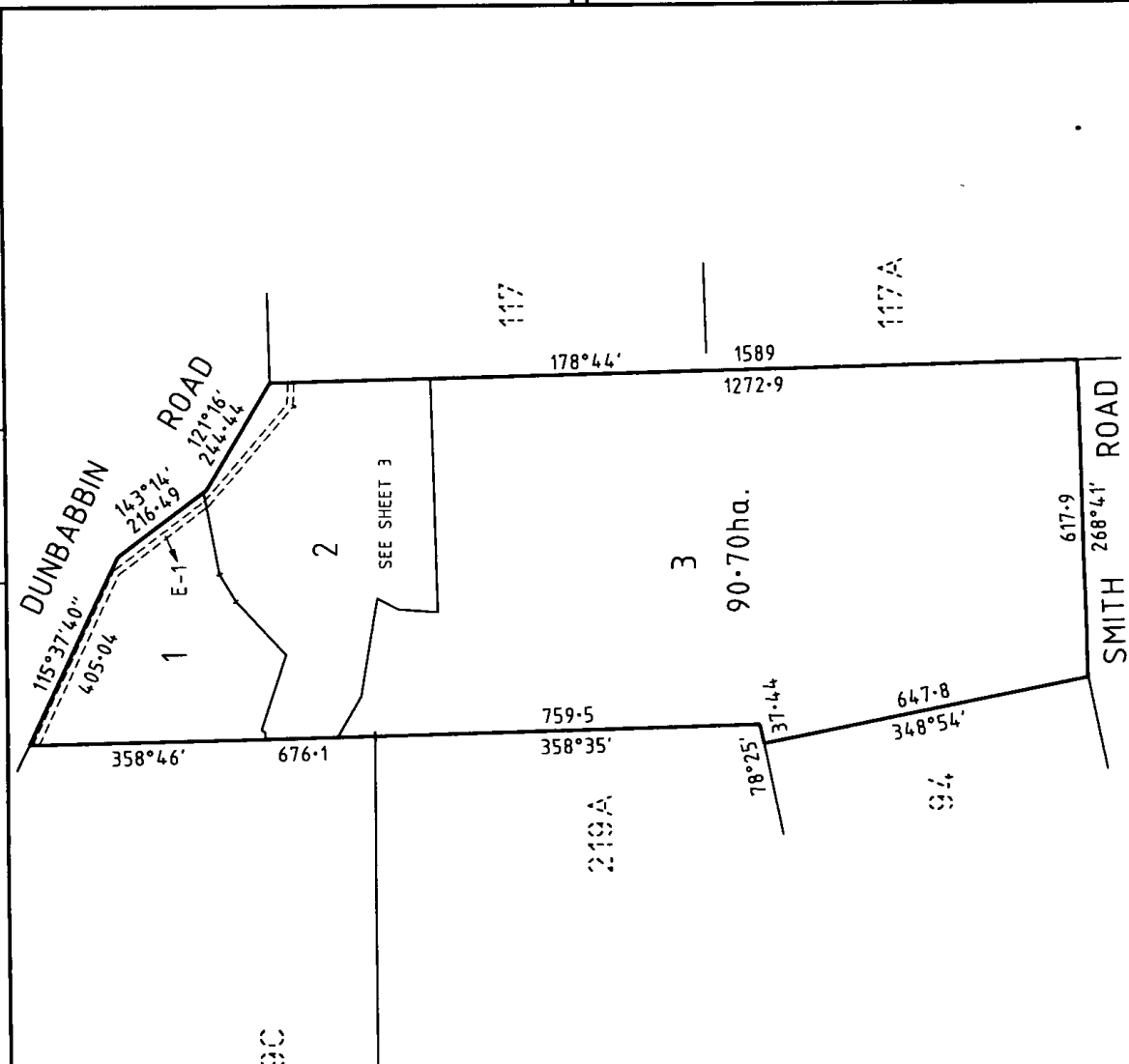
<p style="text-align: center;">CREATION OF RESTRICTION</p> <p>UPON REGISTRATION OF THIS PLAN THE FOLLOWING RESTRICTION IS CREATED</p> <p style="text-align: center;">4+5</p> <p>LAND BENEFITED: LOTS ⁴⁺⁵ ON THIS PLAN LAND BURDENED: LOTS ⁴ AND 5</p> <p style="text-align: center;">RESTRICTION</p> <p>DWELLINGS AND OUTBUILDINGS CAN NOT BE CONSTRUCTED ON LOTS 4 AND 5 UNTIL THE GOVERNMENT ROAD AND THE CONNECTION TO THE BASS HIGHWAY IS CONSTRUCTED AND COMPLETED TO THE SATISFACTION OF THE RESPONSIBLE AUTHORITY AND VICROADS</p>	<p style="text-align: center;">Notations</p> <p>Staging This is not a staged subdivision Planning Permit No. 050531</p> <p>Depth Limitation DOES NOT APPLY.</p> <p>LOTS 1, 2, 4 & 5 AND DIMENSIONS SHOWN UNDERLINED ARE THE RESULT OF THIS SURVEY.</p> <p>THE AREA OF LOT 3 HAS BEEN OBTAINED BY DEDUCTION FROM TITLE</p> <p>The land being subdivided is enclosed within thick continuous lines.</p> <p>WATERWAY NOTATION: LOT 5 IN THIS PLAN MAY ABUT CROWN LAND THAT MAY BE SUBJECT TO A CROWN LICENCE TO USE</p> <p>Survey This plan is based on survey.</p> <p>This survey has been connected to permanent marks no(s).74,87,36,92, in Proclaimed Survey Area No. 97</p>
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Easement Information					LR use only
Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement A - Appurtenant Easement R - Encumbering Easement (Road)					Statement of Compliance/ Exemption Statement Received <input checked="checked" type="checkbox"/> Date 29/ 11 / 07
Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
E-1	POWERLINE	SEE DIAG.	THIS PLAN-SECTION 88 ELECTRICITY INDUSTRY ACT 2000	SPI ELECTRICITY PTY LTD	
E-2	CARRIAGEWAY	10m	THIS PLAN	LOT 4 ON THIS PLAN AND	
E-3 E-2	CARRIAGEWAY	10m	THIS PLAN	LOT 2 ON Ps 300 991 J	
					LR use only PLAN REGISTERED Time 9:59 AM Date 17 / 12 / 2007 <p style="text-align: center;"><i>K... M</i></p> Assistant Registrar of Titles Sheet 1 of 3 Sheets

<p>BEVERIDGE WILLIAMS & CO. PTY.LTD. ACN 006 197 235 ABN 44 622 029 694 SURVEYORS . ENGINEERS . PLANNERS ENVIRONMENTAL CONSULTANTS PO BOX 2205 CAULFIELD JUNCTION 3161 9528444 PO BOX 1465 BALLARAT MAIL CENTRE 3354 53313877 PO BOX 161 LEONGATHA 3953 56622630 PO BOX 129 WONTHAGGI 3995 56721505 PO BOX 1916 TRARALGON 3844 51760374</p>	LICENSED SURVEYOR PETER ALAN TOOLE (PRINT) SIGNATURE _____ DATE 06/02/2007 REF W5996 VERSION 3
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DATE 24 / 10 / 2007 COUNCIL DELEGATE SIGNATURE	Original sheet size A3
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PLAN OF SUBDIVISION



ENLARGEMENT NOT TO SCALE
SEE ENLARGEMENT

PLAN NUMBER
PS604744H

STAGE NO.
/

SHEET 2 OF 3 SHEETS
DATE / /
COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT) PETER ALAN TOOLE
SIGNATURE
DATE 06/02/2007
REF W5996 VERSION 3

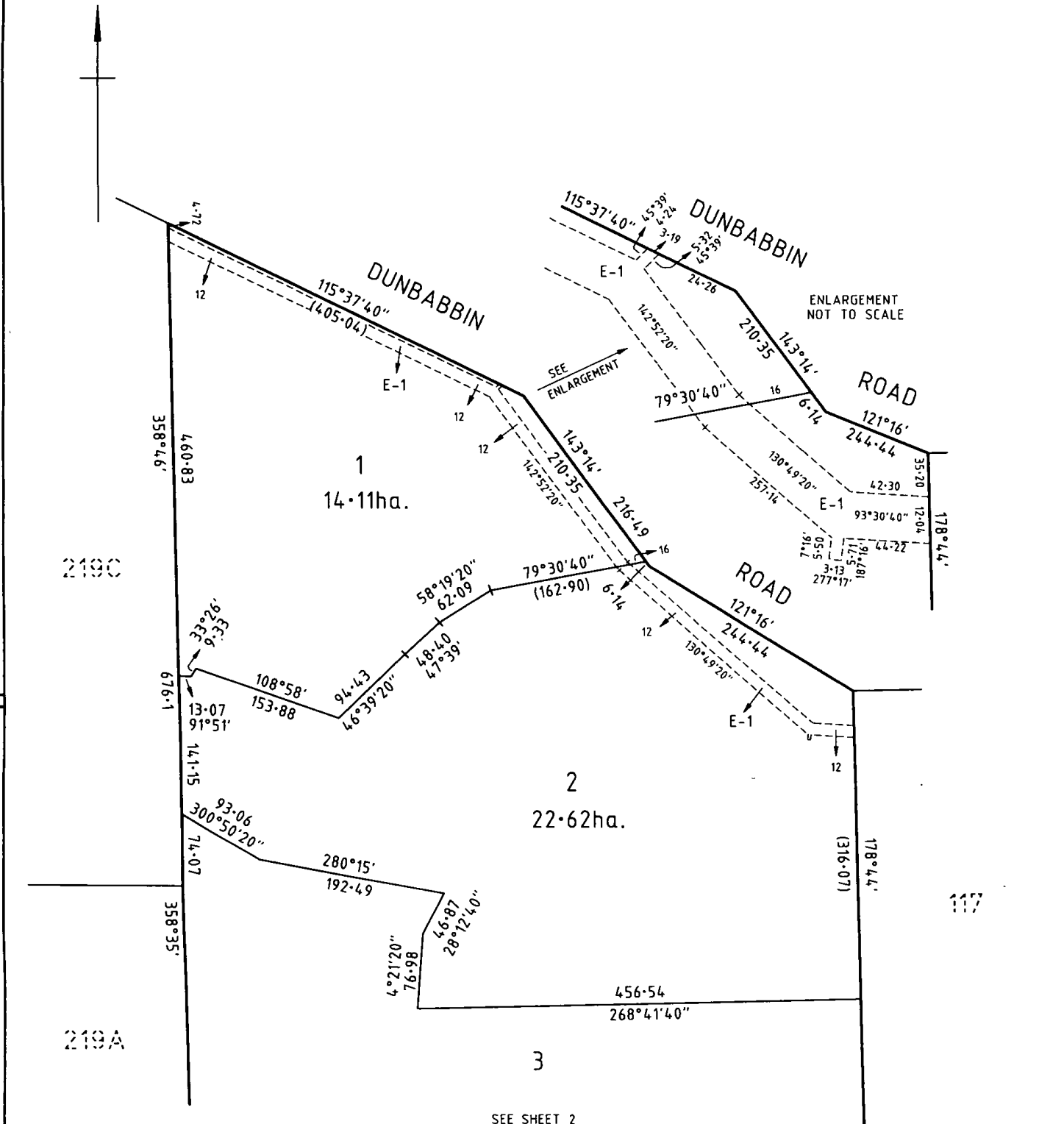
ORIGINAL SCALE SHEET SIZE
1:10000 A3

SCALE
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LENGTHS ARE IN METRES

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PO BOX 1316 TRARALGON 3844 51160374

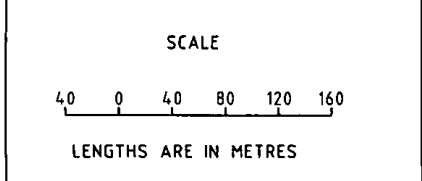


PLAN OF SUBDIVISION	Stage No. /	Plan Number PS604744H
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 PD BOX 1916 TRARALGON 3844 51760374

ORIGINAL
 SCALE 1:4000
 SHEET SIZE A3



LICENSED SURVEYOR (PRINT) PETER ALAN TOOLE
 SIGNATURE _____ DATE 06/02/2007
 REF. W5996 VERSION 3

Sheet 3 of 3 Sheets

DATE / /
 COUNCIL DELEGATE SIGNATURE
 Original sheet size A3

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

VOLUME 08869 FOLIO 053

Security no : 124106223925Q
Produced 19/05/2023 02:13 PM

LAND DESCRIPTION

Lot 1 on Title Plan 515206V.
PARENT TITLE Volume 05042 Folio 206
Created by instrument D955090 09/02/1971

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
DANDY PREMIX QUARRIES PTY LTD of 130 MCMAHONS ROAD LAUNCHING PLACE VIC 3139
AK393550H 11/06/2013

ENCUMBRANCES, CAVEATS AND NOTICES

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987
AL599252K 06/01/2015

DIAGRAM LOCATION

SEE TP515206V 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: 1381 BASS HIGHWAY GRANTVILLE VIC 3984

DOCUMENT END



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Document Identification	TP515206V
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TITLE PLAN		EDITION 1	TP 515206V
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<p>Location of Land</p> <p>Parish: CORINELLA Township: Section: Crown Allotment: 174A(PT) Crown Portion:</p> <p>Last Plan Reference: Derived From: VOL 8869 FOL 053 Depth Limitation: NIL</p>	<p style="text-align: center;">Notations</p> <p>WATERWAY NOTATION: LAND IN THIS PLAN MAY ABUT CROWN LAND THAT MAY BE SUBJECT TO A CROWN LICENCE TO USE</p> <p>ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN</p>
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<p>Description of Land / Easement Information</p>	<p>THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT</p> <p>COMPILED: 27/06/2000 VERIFIED: GB</p>
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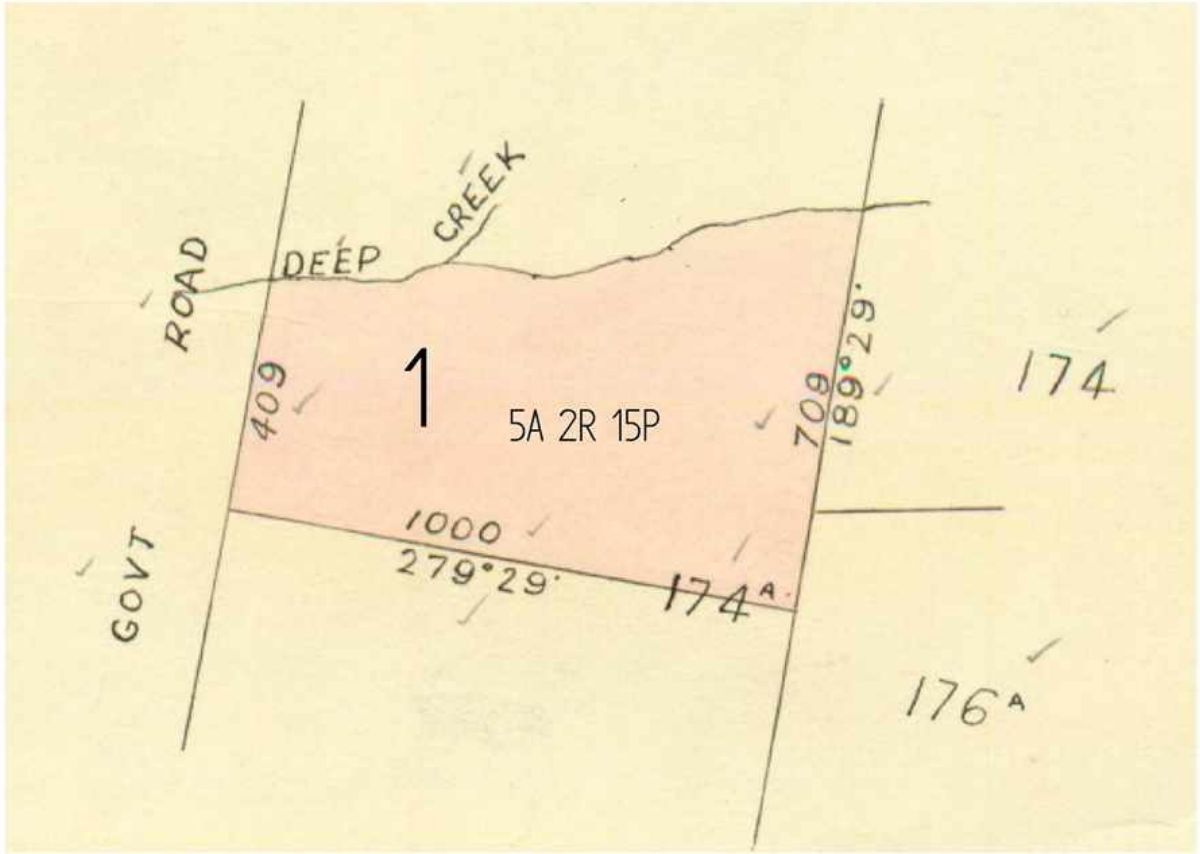


TABLE OF PARCEL IDENTIFIERS
<p>WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962</p> <p>PARCEL 1 = CA 174A (PT)</p>

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

VOLUME 05390 FOLIO 819

Security no : 124106224476R
Produced 19/05/2023 02:23 PM

LAND DESCRIPTION

Lot 1 on Title Plan 398939V.
PARENT TITLE Volume 05042 Folio 206
Created by instrument 1361860 17/04/1928

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
REGIONAL QUARRIES SOUTH EAST RESOURCES PTY LTD of 20L SHERATON ROAD DUBBO
VIC 2830
AW841158J 18/05/2023

ENCUMBRANCES, CAVEATS AND NOTICES

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987
AL599252K 06/01/2015

DIAGRAM LOCATION

SEE TP398939V FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AW828159G (E)	CONV PCT & NOM ECT TO LC	Completed	15/05/2023
AW841158J (E)	TRANSFER	Registered	18/05/2023

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

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

Street Address: 1393 BASS HIGHWAY GRANTVILLE VIC 3984

ADMINISTRATIVE NOTICES

NIL

eCT Control 19208S HWL EBSWORTH LAWYERS
Effective from 18/05/2023

DOCUMENT END



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Document Identification	TP398939V
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TITLE PLAN		EDITION 1	TP 398939V
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<p>Location of Land</p> <p>Parish: CORINELLA Township: Section: Crown Allotment: 174A (PT) Crown Portion:</p> <p>Last Plan Reference: Derived From: VOL 5390 FOL 819 Depth Limitation: NIL</p>	<p style="text-align: center;">Notations</p> <p>ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN</p>
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<p>Description of Land / Easement Information</p>	<p>THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT</p> <p>COMPILED: 11/04/2000 VERIFIED: GB</p>
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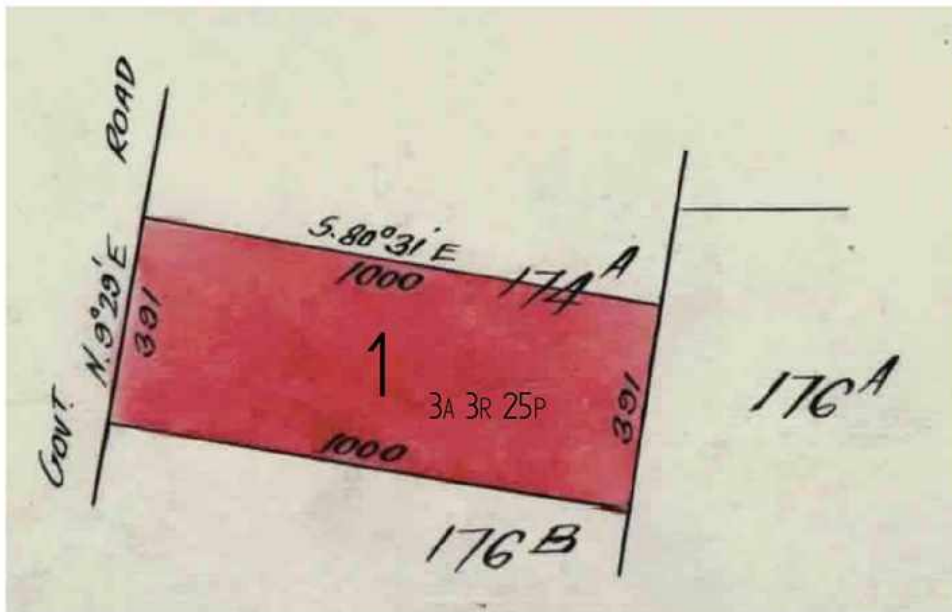


TABLE OF PARCEL IDENTIFIERS
<p>WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962</p>
<p>PARCEL 1 = CA 174A (PT)</p>

<p>LENGTHS ARE IN LINKS</p>	<p>Metres = 0.3048 x Feet Metres = 0.201168 x Links</p>		<p>Sheet 1 of 1 sheets</p>
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REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

VOLUME 07824 FOLIO 032

Security no : 124106224578F
Produced 19/05/2023 02:25 PM

LAND DESCRIPTION

Crown Allotment 176B Parish of Corinella.
PARENT TITLE Volume 00635 Folio 957
Created by instrument 2479151 28/03/1952

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
REGIONAL QUARRIES SOUTH EAST RESOURCES PTY LTD of 20L SHERATON ROAD DUBBO
VIC 2830
AW841158J 18/05/2023

ENCUMBRANCES, CAVEATS AND NOTICES

For details of any other encumbrances see the plan or imaged folio set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987
AL599252K 06/01/2015

DIAGRAM LOCATION

SEE TP267029V FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AW828159G (E)	CONV PCT & NOM ECT TO LC	Completed	15/05/2023
AW841158J (E)	TRANSFER	Registered	18/05/2023

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

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

Street Address: 1395 BASS HIGHWAY GRANTVILLE VIC 3984

ADMINISTRATIVE NOTICES

NIL

eCT Control 19208S HWL EBSWORTH LAWYERS
Effective from 18/05/2023

DOCUMENT END



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TITLE PLAN		EDITION 1	TP 267029V
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<p>Location of Land</p> <p>Parish: CORINELLA Township: Section: Crown Allotment: 176B Crown Portion:</p> <p>Last Plan Reference: Derived From: VOL 7824 FOL 032 Depth Limitation: NIL</p>	<p style="text-align: center;">Notations</p> <p>ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN</p>
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<p>Description of Land / Easement Information</p>	<p>THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT</p> <p>COMPILED: 10/01/2000 VERIFIED: BH</p>
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Planning and Environment Regulations 2005 S.R. No. 33/201

AF196772F

11/07/2007 \$102 173



Form 18



Section 181

APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A RECORDING OF AN AGREEMENT

Planning and Environment Act 1987

Lodged at the Land Titles office by:

Name: *Cilbert + Rahilly*

Phone: *03 5074 1133*

Address: *140 Graham Street
Wonthaggi VIC 3996*

Ref: Customer Code: *1600WB.42 0858F*

The Authority having made an agreement referred to in section 181(1) of the **Planning and Environment Act 1987** requires a recording to be made in the Register for the land.

Land:

Situate in the lands at Dunbabbins Road and Government Road, Grantville being described as Crown Allotment 174, Volume 01563 Folio 433, Crown Allotment 176A, Volume 02283 Folio 499, Crown Allotment 176, Volume 03483 Folio 463, Lot 1 PS87345, Volume 08863 Folio 989 and Lot 2 PS87345 Volume 08863 Folio 990

Authority:

Bass Coast Shire Council
76 McBride Avenue, Wonthaggi

Section and Act under which Agreement made:

Section 173
Planning & Environment Act 1987

A copy of the Agreement is attached to this Application.

Signature for the Authority:

Allan Bawden

Name of Officer:

Allan Bawden

Designation:

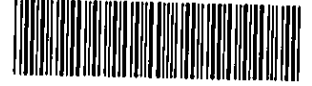
Chief Executive Officer

Date:

2.07.07

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11/07/2007 \$102 173



PLANNING AND ENVIRONMENT ACT 1987

SECTION 173 AGREEMENT

Between

BASS COAST SHIRE COUNCIL

and

William Arthur Blackmore and Roy Rogers Blackmore

in relation to

**Lands at Dunbabin Road
and Government Road, Grantville**

THIS AGREEMENT is made the 2nd day of July 2007

BETWEEN

1. **BASS COAST SHIRE COUNCIL** of 76 McBride Avenue, Wonthaggi Victoria (hereinafter called "the Responsible Authority") and

2. **WILLIAM ARTHUR BLACKMORE AND ROY ROGERS BLACKMORE** of 1393-1395 Bass Highway, Grantville (hereinafter called "the Owners")

AF196772F



WHEREAS:

A. The Owners are the owners and registered by the Registrar of Titles as the proprietors of an estate in fee simple in the lands at Dunbabbinn Road and Government Road, Grantville, being described in the table below and hereinafter called "the subject land";

Parcel	Volume	Folio
Crown Allotment 174, Parish of Corinella	01563	433
Crown Allotment 176A, Parish of Corinella	02283	499
Crown Allotment 176, Parish of Corinella	03483	463
Lot 1 PS87345	08863	989
Lot 2 PS87345	08863	990

B. The Responsible Authority is responsible for the administration and enforcement of the Bass Coast Planning Scheme (hereinafter called "the Planning Scheme") pursuant to the provisions of the Planning and Environment Act 1987 (hereinafter called "the Act").

C. On 19 September, 2006, the Responsible Authority issued Planning Permit Number 050531 allowing the realignment of boundaries to create 5 lots and the use of new lots 1 & 2 for the purpose of a single dwelling on the land comprising Crown Allotments 174, 176, 176A, Parish of Corinella, and Lots 1 and 2 of PS87345 (hereinafter called "the Planning Permit").

- D. Condition number 3 of the Planning Permit requires the Owners to enter into this Agreement to provide for the matters set out in that Condition.
- E. The Responsible Authority and the Owners have agreed that, without restricting or limiting their respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is an agreement entered into pursuant to Section 173 of the Act.
- F. The Responsible Authority and the Owners have entered into this Agreement in order to achieve or advance the objectives of planning in Victoria or the objectives of the Planning Scheme.

IT IS AGREED AS FOLLOWS:

Definitions

- 1. In this Agreement unless inconsistent with the context or subject matter:
 - 1.1 "Act" means the Planning and Environment Act 1987;
 - 1.2 "Agreement" means this Agreement and any agreement executed by the parties varying or expressed to be supplemental to this Agreement;
 - 1.3 "Subject land" means the land described in Recital A;
 - 1.4 "Owner" means the owner for the time being of the land and the person or persons entitled from time to time to be registered by the Registrar of Titles as the proprietor of an estate in fee simple in the land or any part thereof, and includes a Mortgagee in possession;
 - 1.5 "Planning Permit" mean the planning permit referred to in Recital C, including any plans endorsed under the planning permit;
 - 1.6 "Planning Scheme" means the Bass Coast Planning Scheme and any successor instrument or other planning scheme which applies to the subject land;



AF196772F

11/07/2007 \$102 173



- 1.7 "Responsible Authority" means Bass Coast Shire Council or its successor as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, officers, employees, servants, workers and contractors; and
- 1.8 "Tribunal" means the Victorian Civil and Administrative Tribunal or any successor tribunal, court, institution or body.

Interpretation

- 2. In this Agreement unless inconsistent with the context or subject matter:
 - 2.1 The singular includes the plural and the plural includes the singular;
 - 2.2 A reference to a gender includes a reference to each other gender;
 - 2.3 A reference to a person includes a reference to a firm, corporation, association or other entity and their successors in law;
 - 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally;
 - 2.5 A reference to a statute includes any statute amending, consolidating or replacing that statute and includes any subordinate instruments made under that statute;
 - 2.6 The Recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.

Specific Obligations of the Owner

- 3. The Owners covenant with the Responsible Authority that:
 - 3.1 The land comprising lots 1, 2, 3, 4 & 5 on PS604744H will not be further subdivided so as to increase the number of lots.

3.2 The Farm Management Plan for the above lots approved by the responsible authority on 18th April 2007 will be implemented on an ongoing basis.

Further Obligations of the Owner

4. The Owners further covenant that:

- 4.1 The Owners will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the subject land or any part of it without first disclosing to its successors the existence and nature of this Agreement.
- 4.2 The Owners will do all that is necessary to enable the Responsible Authority to make an application to the Registrar of Titles to make a recording of this Agreement on the Certificate of Title to the subject land in accordance with Section 181 of the Act, including the signing of any further agreement, acknowledgment or other document.
- 4.3 The Owners shall immediately on demand pay the reasonable legal costs and fees incurred and incidental to the preparation and execution of this Agreement and the registration hereof pursuant to Section 181 of the Act, together with all costs of enforcing this Agreement if deemed necessary by the Responsible Authority. The Owners hereby agrees that any such costs are and remain a charge on the subject land until paid, and consents to the Responsible Authority registering a caveat on the Certificate of Title to the subject land in respect of any such costs and acknowledges that any such costs shall be capable of being recovered by the Responsible Authority in any court of competent jurisdiction as a civil debt recoverable.
- 4.4 That until such time as this Agreement is registered on the title to the subject land, the Owners shall ensure that successors in title will give effect to this Agreement, and do all acts and sign all documents which will require those successors to give effect to this Agreement, including executing a deed agreeing to be bound by the terms of this Agreement.

AF196772F



- 4.5 The Owners agrees to indemnify and keep indemnified the Responsible Authority from and against all costs, expenses, losses or damages that it may sustain, incur, suffer or be or become liable for or in respect of any suit, action, proceeding, judgment or claim brought by any person arising from or referable to this Agreement and/or any non-compliance with this Agreement.
- 4.6 The Owners agrees to allow the Responsible Authority to enter the subject land at any reasonable time to assess compliance with this Agreement.

Owner's Warranties and Acknowledgements



5. The Owners warrant that:
- 5.1 They are the registered proprietor (or entitled to be so) of the subject land;
 - 5.2 There are no mortgages, liens, charges or other encumbrances affecting the subject land which are not disclosed by the usual searches;
 - 5.3 If the subject land is affected by a mortgage, the Mortgagee of the subject land consents to the Owners entering into this Agreement and the Agreement being registered on the title to the subject land.
6. The Owners acknowledge that any obligations imposed on the Owners under this Agreement take effect as separate and several covenants which are annexed to the subject land and run at law and in equity with the land and every part thereof and bind the Owners, their successors, assigns and transferees, and the registered proprietor for the time being of the whole or any part of the subject land.

Further assurance

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

AF196772F

11/07/2007 \$102 173



Default

8. If the Owners default or fail to perform any of their obligations under this Agreement the Responsible Authority may, without prejudice to any other remedies, rectify and remedy such default and the cost of doing so shall be borne by the Owners. The Owners hereby consent to the Responsible Authority registering a caveat on the Certificate of Title to the subject land in respect of any such costs, and acknowledges that any such costs shall be capable of being recovered by the Responsible Authority in any court of competent jurisdiction as a civil debt recoverable.

No waiver

9. Any time or other indulgence granted by the Responsible Authority to the Owners or any variation of the terms and conditions of this Agreement or any judgment or order obtained by the Responsible Authority against the Owners will not in any way amount to a waiver of any of the rights or remedies of the Responsible Authority in relation to the terms of this Agreement.

No Fettering of Powers of Responsible Authority

10. The Owners expressly acknowledge and agree that nothing in this Agreement nor the performance by the Owners of any of its obligations under this Agreement does or will restrain, limit or otherwise fetter the exercise by the Responsible Authority of the powers, duties and discretions that the Responsible Authority has or may have (as planning authority, responsible authority or otherwise) under the Act or under the Planning Scheme to consider, approve, amend or to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification relating to any use or development, or in relation to the commencement or initiation of any enforcement action or proceeding whatsoever.

AF196772F

11/07/2007 \$102 173



Entire Agreement

11. This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supercedes all previous Agreements or understandings between the parties in connection with its subject matter.

Severability

12. If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it shall be severed and the other provisions of this Agreement shall remain operative and be of full force and effect.

Disputes

13. If there is a dispute between the parties concerning the interpretation or implementation of this Agreement, that dispute must be referred to the Tribunal for resolution to the extent permitted by the Act.
14. If there is a dispute concerning any matter which is not referable to the Tribunal under the Act, that dispute must be referred for arbitration by an Arbitrator agreed upon in writing by the parties, or, in the absence of such agreement the Chair of the Victorian Chapter of the Institute of Arbitrators Australia or his or her nominee, for arbitration.
15. The parties shall each be entitled to legal representation for the purposes of any proceedings or arbitration referred to clause 13 or 14 of this Agreement unless the Tribunal or arbitrator otherwise directs, and each party must bear its own costs.

Commencement of Agreement

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

EXECUTED by the parties on the date set out at the commencement of this Agreement:

THE COMMON SEAL OF BASS COAST)
SHIRE COUNCIL was affixed in the)
presence of:)



[Handwritten signature]
.....
Chief Executive Officer



SIGNED, SEALED AND DELIVERED)
by the said **William Arthur Blackmore**)
in the presence of:)

W.A. Blackmore

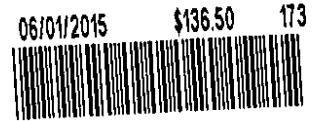
M.A. Blackmore
.....
Witness

SIGNED, SEALED AND DELIVERED)
by the said **Roy Rogers Blackmore**)
in the presence of:)

R.R. Blackmore

M.A. Blackmore
.....
Witness

AL599252K



**Application by a Responsible Authority for the
making of a recording of an agreement**

Section 181 Planning and Environment Act 1987

Form 18

Lodged by:

Name: Equipe Lawyers Pty Ltd
Phone: 03 9853 5000
Address: 24 Cotham Road, Kew
Ref: J:0000~~1544~~
Customer Code: 16185T

The Authority having made an agreement referred to in section 181(1) of the Planning and Environment Act 1987 requires a recording to be made in the Register for the land.

Land: *(insert Volume and Folio reference) (if part only, define the part)*

Volume 08869 Folio 053, Volume 05390 Folio 819, Volume 07824 Folio 032, Volume 11044 Folio 475, Volume 11044 Folio 476, Volume 10031 Folio 148, Volume 10646 Folio 670

Authority: *(full name and address including postcode)*

Bass Coast Shire Council, 76 McBride Avenue, Wonthaggi VIC 3995

Section and Act under which agreement made:

Section 173 of the *Planning and Environment Act 1987*

A copy of the Agreement is attached to this Application.

Signature for the Authority:



Name of Officer:

REBECCA MOWLY

Date:

24/12/14

AL599252K

06/01/2015 \$136.50 173



**Agreement under section 173 of the
*Planning and Environment Act 1987***

Bass Coast Shire Council
Department of Environment and Primary Industries
Dandy Premix Quarries Pty Ltd
Cranny Management Services Pty Ltd
William Arthur Blackmore
Roy Rogers Blackmore
1381-1395 Bass Highway, Grantville

EQUIPE
LAWYERS

ABN 49 141 940 703
24 COTHAM ROAD, KEW VIC 3101
TEL: 9853 5000, FAX: 9853 3769

AL599252K

06/01/2015 \$136.50 173



Table of contents

Parties.....1

Background.....1

Operative provisions.....2

1 Owner’s obligations2

 Specific obligations.....2

 Notice and registration.....3

 Giving effect to this Agreement.....3

 Recording by Registrar of Titles.....3

2 Council and DEPI.....3

3 Agreement under section 173 of the Act3

 Agreement under the Act.....3

4 Owner’s warranties.....4

 Owner’s warranties.....4

5 Successors in title.....4

 Successors in title.....4

6 Commencement and Ending.....4

 Commencement of Agreement.....4

 Ending of Agreement.....4

 Application to Registrar.....4

 No fettering of Council’s powers.....4

7 General.....5

 Costs.....5

 Entire agreement.....5

 Further acts.....5

 Joint and individual liability and benefits.....5

 Severability.....5

 Variation.....5

8 Definitions and interpretation5

 Definitions.....5

 Interpretation.....7

**Schedule – Plan of Native Vegetation Corridors and the MW3840 Drainage Line
Conservation Sites.....9**

AL599252K



This Agreement is made on the *19th* day of *December* 2014.

Parties

Bass Coast Shire Council of 76 McBride Avenue, Wonthaggi, Victoria (**Council**)

Department of Environment and Primary Industries of 8 Nicholson Street, East Melbourne, Victoria 3002 (**DEPI**)

Dandy Premix Quarries Pty Ltd (ACN 125 332 989) of 21-23 Bennett Street, Dandenong, Victoria 3175 (**Owner**)

Cranny Management Services Pty Ltd (ACN 105 055 294) of 21-23 Bennett Street, Dandenong, Victoria 3175 (**Owner**)

William Arthur Blackmore of 1395 Bass Highway, Grantville, Victoria 3984 (**Owner**)

Roy Rogers Blackmore of 1395 Bass Highway, Grantville, Victoria 3984 (**Owner**)

Background

- A Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B The Owner is the registered proprietor of the Subject Land.
- C The Department of Environment and Primary Industries (**DEPI**) is a referral authority in respect of the Planning Permit in relation to native vegetation matters.
- D At the Direction of the Tribunal, Council issued Planning Permit No. 120388 (**the Planning Permit**) on 7 August 2013.
- E The Planning Permit allows the Subject Land to be used for sand extraction and associated processing and associated buildings and works, and create access to a road in a Road Zone Category 1 generally in accordance with the endorsed plans and subject to the conditions.
- F Condition 31 of the Planning Permit requires the Owner to enter into a Section 173 Agreement to provide for establishment of vegetation corridors on the Subject Land. Condition 3 also outlines additional requirements to be included in the agreement. Conditions 3 and 31 state:

"3. *Prior to the use commencing, a Conservation and Revegetation Plan must be submitted to the Responsible Authority for approval. The plan must identify the areas to be established, protected and maintained for wildlife corridors, conservation and revegetation purposes. The plan must also identify the implementation requirements, staging and timeframes pertaining to each area. Once endorsed this plan will form part of the Section 173 Agreement required as per condition 31 of the permit.*

.....

31. *Prior to the removal of sand product from the land, an agreement under section 173 of the Planning and Environment Act 1987 must be entered into between the owner of the land, the Responsible Authority and the Department of Environment and Primary Industries, which ensures the establishment, protection and maintenance of the native vegetation corridor areas and drainage line (Melbourne Water 'Waterway 3840') delineated in*

AL599252K



green and numbered 1,2,3,4 and 5 on the plan 'Conservation and Revegetation Sites Plan', as contained in the report entitled 'The Biodiversity and Ecology of Deep and Colbert Creeks, Grantville' prepared by Paul Kelly & Associates and dated March 2013, that is endorsed under condition 3 of this permit. The agreement is to provide that the native vegetation values (existing and future) of such areas shall remain available to be used for the purposes of native vegetation offsets to the benefit of the subject land or other land where native vegetation losses are required to be offset. The agreement must ensure the ongoing protection and maintenance of the vegetated areas in accordance with the staging specified in the plan save that area 4 will commence within 10 years after the commencement of the use in accordance with the Conservation and Revegetation Plan endorsed under condition 3, to the satisfaction of the Responsible Authority.

The agreement must be registered on title.

All costs associated with the preparation of the agreement shall be borne by the developer/landowner. All costs incurred by the Responsible Authority associated with the preparation, negotiation, execution and recording of the agreement and any amendment to the agreement must be fully reimbursed prior to the registration of the agreement by Council."

- E The Parties enter into this Agreement to do both the following:
- (a) give effect to the requirements of condition 31 of the Planning Permit; and
 - (b) achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

Operative provisions

1 Owner's obligations

Specific obligations

- 1.1 The Owner covenants and agrees that:
- 1.1.1 Within 12 months of the commencement of the Sand Extraction Use it will establish and protect the areas of the Subject Land identified and delineated as areas 1, 2 and 3 in the Schedule as Native Vegetation Corridors to the satisfaction of Council.
 - 1.1.2 Within 10 years of the commencement of the Sand Extraction Use on the Subject Land it will establish and protect the area of the Subject Land identified and delineated as area 4 in the Schedule as a Native Vegetation Corridor to the satisfaction of Council.
 - 1.1.3 On completion of the Sand Extraction Use it will establish and protect the area of the Subject Land identified and delineated as area 5 in the Schedule as a Native Vegetation Corridor to the satisfaction of Council.
 - 1.1.4 Within 24 months of establishing the Native Vegetation Corridors in accordance with clauses 1.1.1 to 1.1.3 (inclusive), it will revegetate and

maintain the Native Vegetation Corridors in accordance with the Conservation and Revegetation Plan to the satisfaction of Council.

- 1.1.5 Within 24 months of the commencement of the Sand Extraction Use it will revegetate and maintain the Drainage Line in accordance with the Conservation and Revegetation Plan to the satisfaction of Council.
- 1.1.6 Once established as Native Vegetation Corridors the areas referred to in clauses 1.1.1 to 1.1.3 (inclusive) must not be used for any other purpose.

Notice and registration

- 1.2 The Owner will bring this Agreement to the attention of all prospective purchasers, Mortgagees, transferees and assigns.

Giving effect to this Agreement

- 1.3 The Owner will do all things necessary to give effect to this Agreement.

Recording by Registrar of Titles

- 1.4 The Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificates of Title to the Subject Land in accordance with section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgement or document or procuring the consent to this Agreement of any Mortgagee or caveator to enable the recording to be made in the Register under that section.

2 Council and DEPI

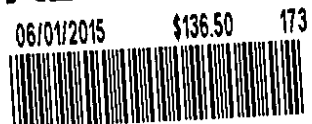
- 2.1 Council and DEPI acknowledge and agree that:
 - 2.1.1 Any Native Vegetation Gains which are achieved through the establishment, protection and maintenance of the Native Vegetation Corridors under clause 1.1 accrue to the Owner and may be applied or assigned by the Owner to offset the removal of native vegetation on the Subject Land or any other land.
 - 2.1.2 This Agreement does not prevent the area of the Subject Land identified and delineated as area 5 in the Schedule from being used or developed for other purposes in accordance with the Planning Scheme, including agriculture or the Sand Extraction Use, prior to its establishment as a Native Vegetation Corridor in accordance with clause 1.1.3.

3 Agreement under section 173 of the Act

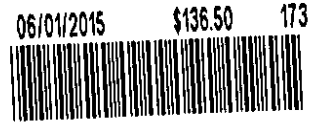
Agreement under the Act

- 3.1 The Parties agree that without limiting or restricting their respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made pursuant to section 173 of the Act.

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4 Owner's warranties

Owner's warranties

- 4.1 Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person which has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.
- 4.2 Save as shown in the Certificates of Title to the Subject Land, there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the Land or any part thereof and not disclosed by the usual searches.
- 4.3 Neither the Land nor any part of it is subject to any right obtained by adverse possessions or subject to any easements, rights or encumbrances mentioned in section 42 of the *Transfer of Land Act 1958* (Vic).

5 Successors in title

Successors in title

- 5.1 Without limiting the operation or effect which this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement.

6 Commencement and Ending

Commencement of Agreement

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

Ending of Agreement

- 6.2 This Agreement ends:
- 6.2.1 In relation to that part of the Subject Land not identified as Native Vegetation Corridors in the Schedule, when the Sand Extraction Use ceases to operate on the Subject Land and the Planning Permit expires; or
- 6.2.2 otherwise in accordance with the Act.

Application to Registrar

- 6.3 As soon as practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under section 183(1) of the Act to cancel the recording of this Agreement on the Register.

No fettering of Council's powers

- 6.4 It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of

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any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

7 General

Costs

- 7.1 The Owner must immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution and recording of this Agreement which are and until paid must remain a debt due to Council by the Owner.

Entire agreement

- 7.2 This Agreement contains everything the parties have agreed in relation to the subject matter it deals with. No party can rely on an earlier written document or anything said or done by or on behalf of another party before this Agreement was executed.

Further acts

- 7.3 Each party must at its own expense promptly execute all documents and do or use reasonable endeavours to cause a third party to do all things that the other party from time to time may reasonably request in order to give effect to, perfect or complete this Agreement and all transactions incidental to it.

Joint and individual liability and benefits

- 7.4 Except as otherwise set out in this Agreement, any covenant, agreement, representation or warranty under this Agreement by two or more persons binds them jointly and each of them individually, and any benefit in favour of two or more persons is for the benefit of them jointly and each of them individually.

Severability

- 7.5 Each provision of this Agreement is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction it is to be treated as being severed from this Agreement in the relevant jurisdiction, but the rest of this Agreement will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

Variation

- 7.6 This agreement may be amended only in accordance with the requirements of the Act.

Default

- 7.7 If the Owner fails to comply with the provisions of this Agreement, Council may serve a notice on the Owner specifying the works, matters and things in respect of which the Owner is in default.

8 Definitions and interpretation

Definitions

- 8.1 In this Agreement the following definitions apply:

Act means the *Planning and Environment Act 1987*.

AL599252K



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

Conservation and Revegetation Plan means the Conservation Management Plan developed in accordance with section 6.1 and the Appendix 2b Conservation and Revegetation Sites Plan of the *Biodiversity and Ecology of Deep and Colbert Creeks, Grantville - Biodiversity Assessment and Management Guidelines* (Paul Kelly & Associates, March 2013) and that area of the Subject Land identified as Area 3 – TPZ3 in the *Landscape and Vegetation Plan Dandy Premix Quarries - Grantville* (Bass Coast Landcare Network, Spring 2013) and any other document relating to the maintenance of the Native Vegetation Corridors submitted to and endorsed with the stamp of Council and as amended from time to time under condition 3 of the Planning Permit.

Drainage Line means the area of the Subject Land identified as Melbourne Water Waterway 3840 in the Schedule.

Endorsed Plan means the plan or plans endorsed with the stamp of Council from time to time as the plan(s) which forms part of the Planning Permit.

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

Native Vegetation Corridor means the areas of the Subject Land identified, delineated and numbered consecutively 1 to 5 (inclusive) in the Schedule as the Plan of Native Vegetation Corridor and the MW3840 Drainage Line Conservation Sites and forming part of the Conservation Management Plan that, once established under clause 1.1, are to be protected and maintained in accordance with clause 1.1.

Native Vegetation Gains means any native vegetation gains arising from establishing, securing and maintaining the Native Vegetation Corridors, which can be identified as offsets sites to offset the removal of native vegetation permitted under the Planning Scheme.

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

Planning Permit means the Planning Permit referred to in Background D of this Agreement.

Planning Scheme means the Bass Coast Planning Scheme which applies to the Subject Land.

Sand extraction use means the use permitted and operated on the Subject Land under the Planning Permit.

Subject Land means the land situated at 1381-1395 Bass Highway, Grantville including:

- Volume 08869 Folio 053 and being more particularly described as Lot 1 on Title Plan 515206V;
- Volume 05390 Folio 819 and being more particularly described as Lot 1 Title Plan 398939V;

AL599252K



- Volume 07824 Folio 032 and being more particularly described as Crown Allotment 176B, Parish of Corinella;
- Volume 11044 Folio 475 and being more particularly described as Lot 4 on Plan of Subdivision 604744H;
- Volume 11044 Folio 476 and being more particularly described as Lot 5 on Plan of Subdivision 604744H;
- Volume 10031 Folio 148 and being more particularly being described as Lot 2 on Plan of Subdivision 300991J;
- Volume 10646 Folio 670 and being more particularly being described as Lot 2 on Plan of Subdivision 443067U;

Tribunal means the Victorian Civil and Administrative Tribunal.

Interpretation

- 8.2 In the interpretation of this Agreement, the following provisions apply unless the context otherwise requires:
- 8.2.1 Headings are inserted for convenience only and do not affect the interpretation of this Agreement.
 - 8.2.2 A reference in this Agreement to a business day means a day other than a Saturday or Sunday on which banks are open for business generally in Melbourne, Victoria.
 - 8.2.3 If the day on which any act, matter or thing is to be done under this Agreement is not a business day, the act, matter or thing must be done on the next business day.
 - 8.2.4 A reference in this Agreement to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
 - 8.2.5 A reference in this Agreement to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced.
 - 8.2.6 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Agreement.
 - 8.2.7 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
 - 8.2.8 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
 - 8.2.9 A word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to any gender also indicates the other genders.
 - 8.2.10 Any schedules and attachments form part of this Agreement.

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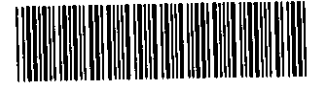
06/01/2015 \$136.50 173



- 8.2.11 A word or expression in this Agreement has its ordinary meaning unless that word or expression is defined in this Agreement. If a word or expression is not defined in this Agreement and it is defined in the Act it has the meaning in the Act.

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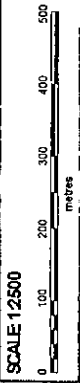
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**Schedule – Plan of Native Vegetation Corridors and the MW3840 Drainage
Line Conservation Sites**

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Gurdies
Nature Conservation Reserve
Parks Victoria

4.
(37.20ha)

5.
(32.20ha)

(2.35ha)

Grantville
Bushland Reserve
Parks Victoria

WORK AUTHORITY BOUNDARY

Legend

- Extent of Land Ownership
- Sand Extraction Site
- Deep Ck (MW 3859)
- Deep Ck Trib (MW 3840)
- Colbert Ck (MW 3841)
- EVC #2 Warm Temperate Rainforest (Approx)
- EVC #3 - Swamp Scrub (Approx)
- Too Dam Deep Ck
- Dun Deep Ck
- Dun Deep Ck & Revegetation Site
- Approx 4890
- Immediate - upon Issue of Planning Permit
- Conservation & Revegetation Site
- Conservation & Revegetation Site
- (Act upon in the Intermediate)
- Conservation & Revegetation Site
- Runway (cont. Approx 1.7ha)
- Upon completion of sand quarrying activities



**Conservation
& Revegetation Sites**

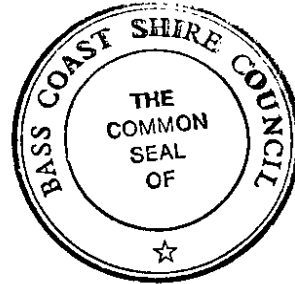
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Executed by the parties as an agreement pursuant to Division 2 of Part 9 of the Act.

THE COMMON SEAL of BASS)
COAST SHIRE COUNCIL was hereto)
affixed in the presence of:)



Councillor

[Signature]
Chief Executive Officer

Signed, sealed and delivered by)
DEPARTMENT OF ENVIRONMENT)
AND PRIMARY INDUSTRIES in the)
presence of:)

[Signature]

[Signature]
Signature of witness

RYAN NICOLE
Name of witness
(BLOCK LETTERS)

71 HOTHAM ST TRARALGON 3844
Address of witness

Executed by DANDY PREMIX)
QUARRIES PTY LTD (ACN 125 332)
989) in accordance with section 127(1) of)
the Corporations Act 2001:)

[Signature]
Signature of Director

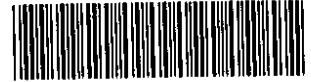
Signature of Director (or Company Secretary)

MARK STEVEN CRANNY
Print full name


Print full name

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Executed by **CRANNY MANAGEMENT**)
SERVICES PTY LTD (ACN 105 055 294))
in accordance with section 127(1) of the)
Corporations Act 2001:)



Signature of Director

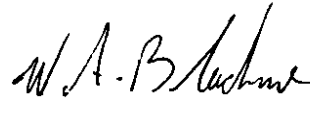
Signature of Director (or Company Secretary)


MARK STEVEN CRANNY

Print full name

Print full name

Signed, sealed and delivered by)
WILLIAM ARTHUR BLACKMORE in)
the presence of:)





Signature of witness

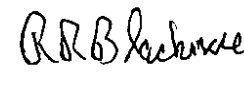
GARRY JOHN CRANNY

Name of witness
(BLOCK LETTERS)

1A GILSLAND ROAD, MURRUMBEENA, VIC 3163.

Address of witness

Signed, sealed and delivered by **ROY**)
ROGERS BLACKMORE in the)
presence of:)





Signature of witness

GARRY JOHN CRANNY

Name of witness
(BLOCK LETTERS)

1A GILSLAND ROAD, MURRUMBEENA, VIC 3163.

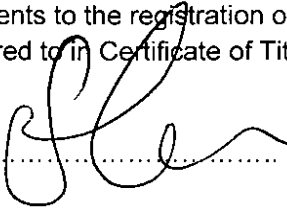
Address of witness

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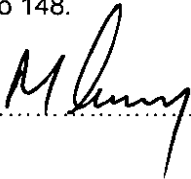
Mortgagee's Consent

National Australia Bank Limited is the registered Mortgagee under instrument AK393550H and consents to the registration of this Agreement on the title to the Subject Land, being the land referred to in Certificate of Title Volume 08869 Folio 053.


.....
**SCOTT CAMERON
SENIOR BUSINESS
BANKING MANAGER
BERWICK BBC**

Caveator's Consent

Dandy Premix Quarries Pty Ltd (ACN 125 332 989) is the registered Caveator of registered caveat numbered AJ049879A and consents to the registration of this Agreement on the title to the Subject Land, being the land referred to in Certificates of Title Volume 05390 Folio 819, Volume 07824 Folio 032, Volume 11044 Folio 476, Volume 11044 Folio 476 and Volume 10031 Folio 148.


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