

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

VOLUME 11017 FOLIO 205

Security no : 124120145055B
Produced 26/11/2024 09:21 AM

LAND DESCRIPTION

Crown Allotment 100B Parish of Lang Lang East.
PARENT TITLE Volume 05859 Folio 720
Created by instrument AF167697G 29/06/2007

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
HANSON CONSTRUCTION MATERIALS PTY LTD of 601 DONCASTER ROAD DONCASTER VIC
3108
AC674741E 17/02/2004

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
AD414146Q 04/02/2005

DIAGRAM LOCATION

SEE TP406858H 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: 870 WESTERNPORT ROAD YANNATHAN VIC 3981

DOCUMENT END



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Document Type	Plan
Document Identification	TP406858H
Number of Pages (excluding this cover sheet)	1
Document Assembled	26/11/2024 09:21

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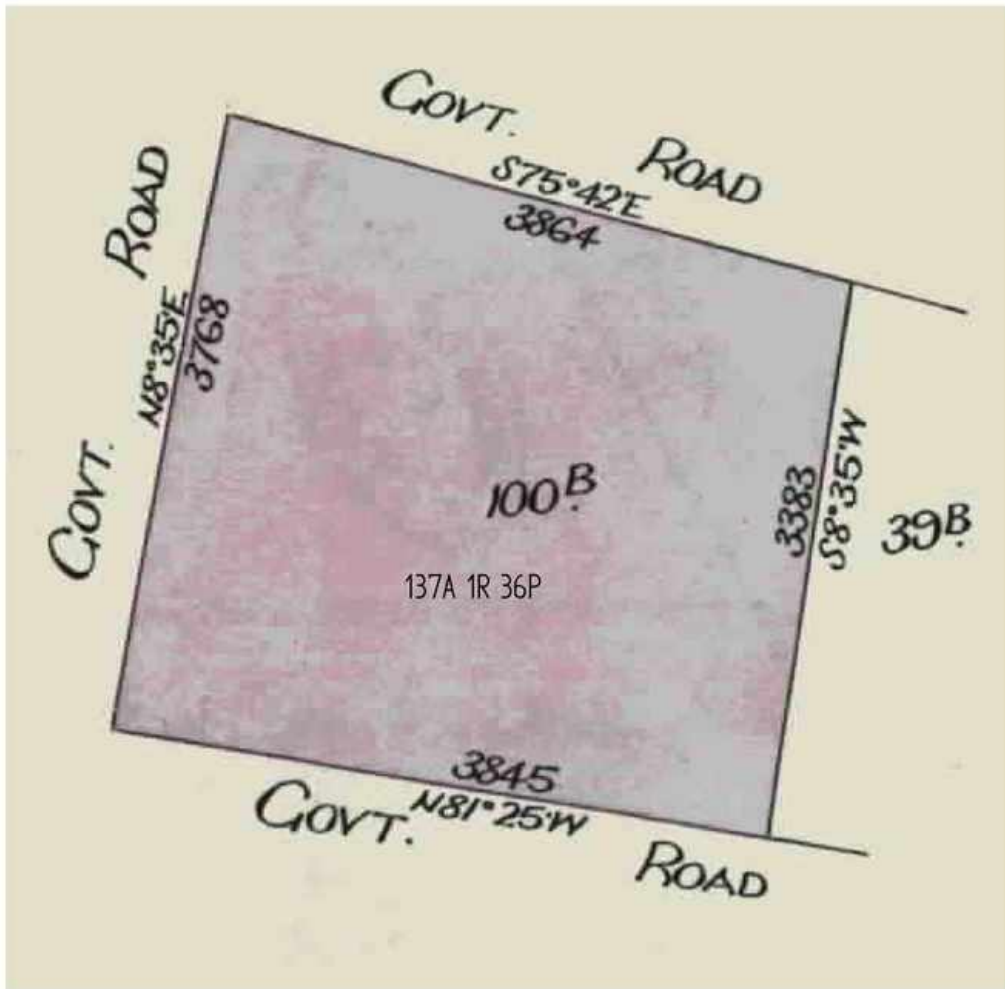
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TITLE PLAN		EDITION 1	TP 406858H
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<p>Location of Land</p> <p>Parish: LANG LANG EAST Township: Section: Crown Allotment: 100B Crown Portion:</p> <p>Last Plan Reference: Derived From: VOL 5859 FOL 720 Depth Limitation: 50 FEET</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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Description of Land / Easement Information	<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: 15/04/2000 VERIFIED: AD</p>
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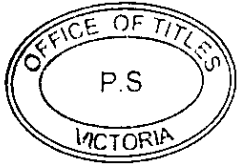
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Document Type	Instrument
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Form 13

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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: Maddocks
Phone: 9288 0555
Address: 140 William Street, Melbourne 3000 or DX 259 Melbourne
Ref: TGM:JYM:LGC:5092776 Customer Code: 1167E

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: Volume 5859 Folio 720

Authority: Cardinia Shire Council of Henty Way, Pakenham

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: Tracy Parker

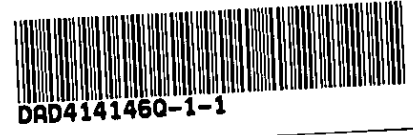
Name of officer: TRACEY PARKER

Office held: MANAGER DEVELOPMENT SERVICES.

Date: 25/1/05

[5092776/JYM/M0347384 1]

Handwritten signature



**PRICE BRENT
SOLICITORS
MELBOURNE**

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

THIS AGREEMENT made the *TENTH* day of *AUGUST* 199*4*
pursuant to Division 2 of Part 9 of the Planning and Environment Act 1987 ("the Act")

BETWEEN the Responsible Authority and the Owner **WITNESSES THAT:-**

- A. The Owner is registered or entitled to be registered as the proprietor of the Site.
- B. The Site is within the area to which the Scheme applies and within the proposed Sand Extraction Transport Management Plan area for Lang Lang.
- C. The Responsible Authority is the relevant responsible authority under the Scheme and enters into this Agreement pursuant to Section 173 of the Act.

NOW THEREFORE IT IS EXPRESSLY AGREED as follows:-

- 1. This Agreement is made pursuant to Division 2 of Part 9 of the Act.
- 2. This Agreement is entered into as required by and pursuant to Condition 2 of Planning Permit No. CW 2959.
- 3. In this Agreement words importing the singular or plural number shall include the plural or singular number respectively and words importing the masculine gender shall include the feminine and neuter genders.
- 4. In this Agreement a reference to an Act of Parliament or Section thereof or any Regulation shall be deemed to include any statutory modification or re-enactment thereof.
- 5. In this Agreement where the Owner constitutes more than one person, the obligations on the part of the Owner shall be deemed to be joint and several/
- 6. The Owner's obligations hereunder are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Site and bind the Owner thereof and any part thereof and the successors, assignees, transferees and registered proprietor or proprietors for the time being of the site and every part thereof.

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55245 CRT BJM 08/09/94

- 7. The Owner shall do all things necessary and expedient to enable the Responsible Authority to register this Agreement with the Registrar of Titles against the title to the Site pursuant to Section 181 of the Act. The Responsible Authority shall request the Registrar of Titles to withdraw registration of this Agreement from such title upon the termination of the Agreement or the Owner's obligations hereunder being satisfied and fulfilled.
- 8. This Agreement commences upon the Commencement Date.
- 9. The Owner warrants and covenants that:-
 - 9.1 the Owner is the registered proprietor or entitled to become the registered proprietor of the Site and the beneficial owner thereof;
 - 9.2 there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Site not disclosed by the usual searches or notified to the Responsible Authority.
 - 9.3 no part of the Site 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;
 - 9.4 the Owner shall not sell, transfer, dispose of, assign, mortgage or otherwise part with the possession of the Site or any part thereof without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

10. ~~Notices~~

Any notice, consent, offer, demand, request or other instrument required or authorised to be given or served upon either party to this Agreement shall be in the English language and in writing and may be given by telex, telegram, facsimile transmission, cable, post or hand to that party delivered to the last or most usual address of that party known to the party giving such notice. Any instrument given or served by telex, telegram, facsimile transmission or cable shall be deemed to have been received on the date following the day of its dispatch. Any instrument having been given or served by post to an address in the same state in which it is posted shall be deemed to have been received on the third day

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following the day of posting. Any instrument given or served by hand shall be served at the time of delivery.

- 11. The Owner shall pay all stamp duty applicable to this Agreement and the reasonable legal costs of the Responsible Authority of and incidental to this Agreement including costs and fees for registration of a copy of this Agreement against the title's to the Site pursuant to Section 181 of the Act.
- 12. Any monies owing pursuant to this Agreement shall, if not paid within 14 days of demand, bear interest at the rate prescribed under the Penalty Interest Rates Act payable on such monies from the time those monies fell due until paid.
- 13. Upon the Commencement Date Condition 2 of the Planning Permit shall be deemed to have been satisfied.

14. Owner's Specific Obligations

14.1 The Owner shall notify all persons carting or transporting or removing sand, soil or other extracted material from the Site ("extracted material") that no such material shall be carried from the Site on any road other than Westernport Road, between the Site and McDonalds Track and on McDonalds Track from Westernport Road to the South Gippsland Highway at Lang Lang ("the Authorised Route") and shall undertake all reasonable means to ensure that no extracted material is carted from the Site to South Gippsland Highway by any other road under the management or control of the Responsible Authority without the consent of the Responsible Authority.

14.2 Until any event as described in Clause 14.5 occurs, the Owner shall pay to the Responsible Authority on or within 7 days from 1 October in each year, commencing on 1 October 1994, a levy calculated as follows:-

for each truck load of extracted material carried from the Site over the Authorised Route, the sum of \$1.00 until 1 October 1995, and thereafter an amount per truck load equivalent to the amount charged in the immediately preceding year ("the base sum") adjusted by multiplying the base sum by a fraction whereof the divider represents the base sum and the multiplier represents the CPI all groups Melbourne last published immediately before

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the adjustment date (being the commencement of each new year of the term of this Agreement).

14.3 The levy of \$1.00 per truck load has been assessed having regard to recent experience in maintenance costs of the Authorised Route being \$3,000.00 per kilometre per year for the maintenance and \$12,000.00 per kilometre for every 10 years for resealing. The \$1.00 represents 30% of the estimated maintenance and rescaling costs, the other 70% being provided by the Responsible Authority and Vic Roads. The Responsible Authority will where agreement is reached charge all truck loads of extracted material using the Authorised Route the same amount.

14.4 For the purposes of this Agreement "truck load" means a part or full load of extracted material carried in a motor vehicle or heavy trailer combination as defined in the Road Safety Act 1986 or in a truck and trailer being towed by a prime mover whether or not the extracted material is in one and not the other of such containers.

14.5 **Contingent event:-**

In the event of the Responsible Authority receiving funds for the maintenance of the Authorised Route from the State or Federal Government or from any other source (other than the Owners of the Site and the Owners of the Site known as McLeod's Crown Allotments 78A and 78B Parish of Lang Lang McDonalds Track, Lang Lang as described in Planning Permit 890967) the levy shall either be reduced or cease absolutely at the reasonable discretion of the Responsible Authority but having regard to:-

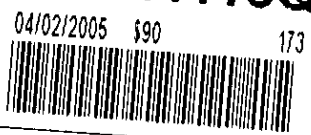
14.5.1 the extent of recovery by the Responsible Authority of monies due by Owners who have executed Agreements pursuant to Section 173 for contribution of funds towards the maintenance of the Authorised Route;

14.5.2 the amount of additional or alternate funding or income including any other levies, received by the Responsible Authority in respect of any additional extracted materials carried or transported on the Authorised Route.

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14.6 Keeping of Records

The Owner shall ensure that proper and complete records of the number of loads of extracted material carried or transported from the Site are kept up to date and made available for inspection of the Responsible Authority upon demand.

Payments of the levy shall be made to the satisfaction of the Responsible Authority and shall be in accordance with such records unless there is patent error, or unless the Responsible Authority has itself kept an alternative record in which case the latter shall prevail.

15. Responsible Authority's Specific Responsibility

15.1 The Responsible Authority shall not use or apply any of the levies paid pursuant to this Agreement for any purpose other than maintenance of the Authorised Route or any part or parts of it. "Maintenance" includes:-

15.1.0 repairs, upgrading, and realignment of the foundations and surfaces of the roads constituting the Authorised Route, and the resealing of surfaces at least once every 10 years;

15.1.1 structures, including culverts and bridges; signage and safety devices and any other traffic management requirements to prevent or reduce adverse effects on roads and adjacent environmental amenity and beneficial uses to the satisfaction of the Responsible Authority.

15.2 The Responsible Authority shall use its best endeavours to ensure that all other owners of sites from which extracted material is carted or transported on the Authorised Route, or the operators of any such motor vehicles, or the extractors of any such material are charged appropriate amounts for the maintenance of the Authorised Route.

15.3 The Responsible Authority shall use its best endeavours to have established a regional scheme or enacted government legislation to ensure all sand or crushed rock cartage operators contribute to the maintenance costs of the Authorised Route, and other roads being used for the cartage of extracted material, within the proposed Sand Extraction Transport Management Plan Area for Lang Lang.

15.4 The Responsible Authority acknowledges and agrees that Council, VicRoads and State Government funds shall meet all reconstruction costs of McDonalds Track

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and Westernport Road as soon as those funds become available, and further that the Owner shall not be obliged to contribute to such reconstruction costs.

15.5 The Responsible Authority covenants and agrees that in the absence of a regional scheme or enacted government legislation being established within five years in accordance with Clause 15.3 of this Agreement, that a review of the maintenance levy shall be carried out in accordance with Clause 14.5 of this Agreement.



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16. **Additional Clauses**

The Responsible Authority shall have no obligation to undertake maintenance of the Authorised Route or any part of it in the event of default in payment of any of the levies. The obligation on the Responsible Authority to apply levies towards the maintenance of the Authorised Route shall apply notwithstanding the provisions of the Local Government Act 1989 as amended.

17. The Owner shall pay all costs and expenses reasonably incurred by the Responsible Authority as a result of any default in the performance of any of the Owner's obligations hereunder. Should there be any dispute as to the amount of any professional legal costs payable under this Agreement, the same may be assessed by the Law Institute of Victoria Costs Service and, in this event, the Owner and the Responsible Authority shall be bound by any such assessment. Any fee payable for such assessment shall be paid equally by the Owner and the Responsible Authority.

18. Without limiting the operation or effect of this Agreement:

18.1 the Owner shall use its best endeavours to have any successor in title to the Site and any occupier of the Site give effect to and comply with the Owner's obligations under this Agreement and execute under seal a deed agreeing to be bound by the terms of this Agreement;

18.2 this obligation shall not apply whilst a memorandum of this Agreement is entered in the Register Book against the title to the Site.

9. The Owner and the Responsible Authority shall respectively execute any further documents and deeds and do all other acts or things reasonably required to implement this Agreement.

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04/02/2005 \$90

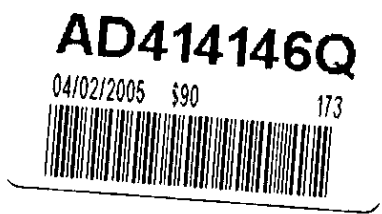
173



SCHEDULE

[Handwritten signatures and initials: BHM KB. Z M]

- 1. The Owner: HANS ALFRED BULACH and KATHLEEN IRIS BULACH of "Riverica", ~~Patullo's Road, Yannathan, 3984.~~ *"EDENDARY" PRINCES HIGHWAY TYNONG*
- 2. The Responsible Authority: The Council of the City of Cranbourne of Sladen Street, Cranbourne
- 3. The Site: Crown Allotment 100B Parish of Lang Lang East Westernport Road, Yannathan being the land comprised in Certificate/s of Title Volume 5859 Folio 720.
- 4. The Scheme: The Cranbourne Planning Scheme.
- 5. Commencement Date: The date of this Agreement.



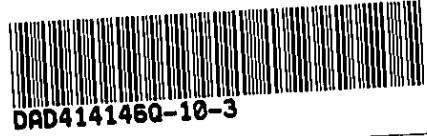
IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the date of it.

THE COMMON SEAL OF THE CITY)
OF CRANBOURNE was hereunto)
affixed in the presence of:)

..... *[Signature]* Mayor/Councillor

..... *[Signature]* Councillor

..... *[Signature]* Chief Executive Officer



SIGNED by the said HANS ALFRED BULACH in the presence of:
JOHN DOOSON

) * *[Signature]*
) *[Signature]*

SIGNED by the said KATHLEEN IRIS BULACH in the presence of:
JOHN DOOSON

) * *K. Bulach*
) *[Signature]*

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

VOLUME 11017 FOLIO 204

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LAND DESCRIPTION

Crown Allotment 39B Parish of Lang Lang East.
PARENT TITLE Volume 02897 Folio 251
Created by instrument AF167697G 29/06/2007

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
HANSON CONSTRUCTION MATERIALS PTY LTD of 601 DONCASTER ROAD DONCASTER VIC
3108
AC674741E 17/02/2004

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE TP529800E 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: 910 WESTERNPORT ROAD YANNATHAN VIC 3981

DOCUMENT END



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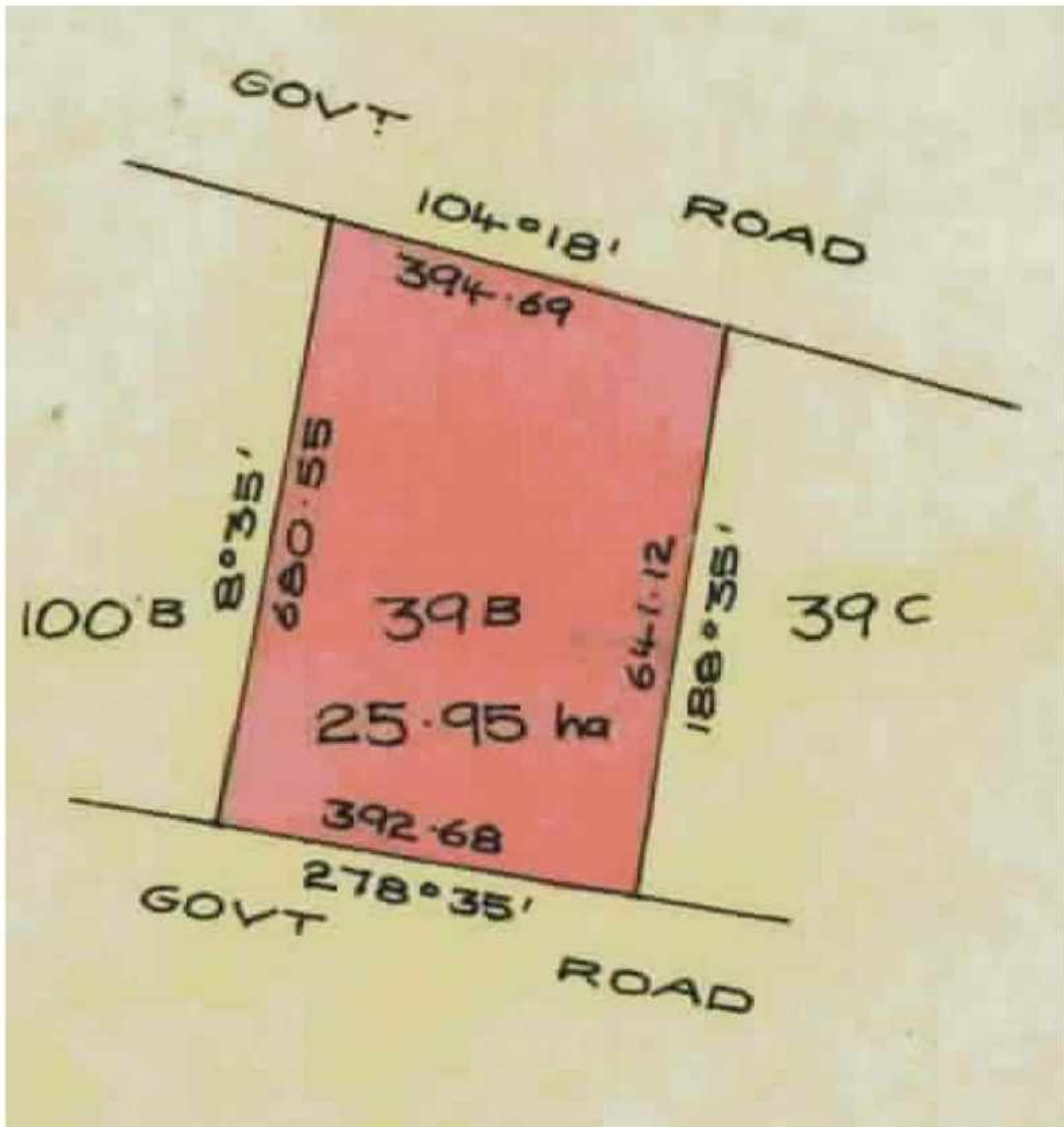
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TITLE PLAN		EDITION 1	TP 529800E
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<p>Location of Land</p> <p>Parish: LANG LANG EAST Township: Section: Crown Allotment: 39B Crown Portion:</p> <p>Last Plan Reference: Derived From: VOL 2897 FOL 251 Depth Limitation: NIL</p>	<p>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: 08/06/2000 VERIFIED: P.C.</p>
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<p>LENGTHS ARE IN METRES</p>	<p>Metres = 0.3048 x Feet Metres = 0.201168 x Links</p>		<p>Sheet 1 of 1 sheets</p>
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