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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 10960 FOLIO 280 Security no : 124130451296R
Produced 03/12/2025 02:31 PM

ADVERTISED PLAN

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 547702Q.
PARENT TITLE Volume 08814 Folio 392
Created by instrument PS547702Q 03/08/2006

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
MCLEAN FARMS AUSTRALIA PTY LTD of 385 FELTON ROAD PITTSWORTH QLD 4356
AZ324056B 27/06/2025

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ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AZ324057Y 27/06/2025
NATIONAL AUSTRALIA BANK LTD

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 244 Water Act 1989
AD149603P 30/09/2004

AGREEMENT Section 173 Planning and Environment Act 1987
AE510045C 28/07/2006

DIAGRAM LOCATION

SEE PS547702Q 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 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 03/07/2025

DOCUMENT END

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"Reverse Image Inkjet"

PLAN OF SUBDIVISION

STAGE No.

LR USE ONLY
EDITION 1

PLAN NUMBER
PS 547702Q

LOCATION OF LAND

PARISH: TURRUMBERRY NORTH

TOWNSHIP: ———

SECTION: 3

CROWN ALLOTMENTS: PARTS OF 19, 21 & 22

CROWN PORTION: ———

LR BASE RECORD: DCMB

TITLE REFERENCES: VOL.8814 FOL.392

LAST PLAN REFERENCE/S: LOT 2 LP 86931

POSTAL ADDRESS: (At time of subdivision) 152 CHRYSTAL ROAD TORRUMBARRY VIC 3562

MGA Co-ordinates (of approx centre of land in plan) **E** 279 050 **N** 6 005 715 **ZONE** 55

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME: SHIRE OF CAMPASPE REF: 2006-017

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 16 / 05 / 2006

~~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
ROAD R1	SHIRE OF CAMPASPE

NOTATIONS

STAGING This ~~is~~/is not a staged subdivision.
Planning permit No. 2006-017

DEPTH LIMITATION
DOES NOT APPLY

THE DIMENSIONS UNDERLINED ARE NOT THE RESULTS OF THIS SURVEY.

THE 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) 55,56 & 57
IN PROCLAIMED SURVEY AREA No. ———

EASEMENT INFORMATION

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	CARRIAGEWAY	SEE PLAN	LP 86931	LOTS IN LP 86931
E-2	WATER SUPPLY	SEE PLAN	THIS PLAN	LOT 1 THIS PLAN

LR USE ONLY
STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT

RECEIVED ☑

DATE 24 / 7 / 06

LR USE ONLY
PLAN REGISTERED
TIME 4:10PM
DATE 3 / 8 / 2006

Assistant Registrar of Titles

SHEET 1 OF 2 SHEETS

IDEAS INTO ACTION PLANRIGHT
HARLAND & LANGENBACHER P/L
P.O. BOX 586 ECHUCA 3564. TEL (03) 5482 1699

LICENSED SURVEYOR (PRINT) M.F. LANGENBACHER
SIGNATURE ..... DATE 14 / 06
REF S4479 VERSION 2

.....
DATE 16 / 05 / 2006
COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

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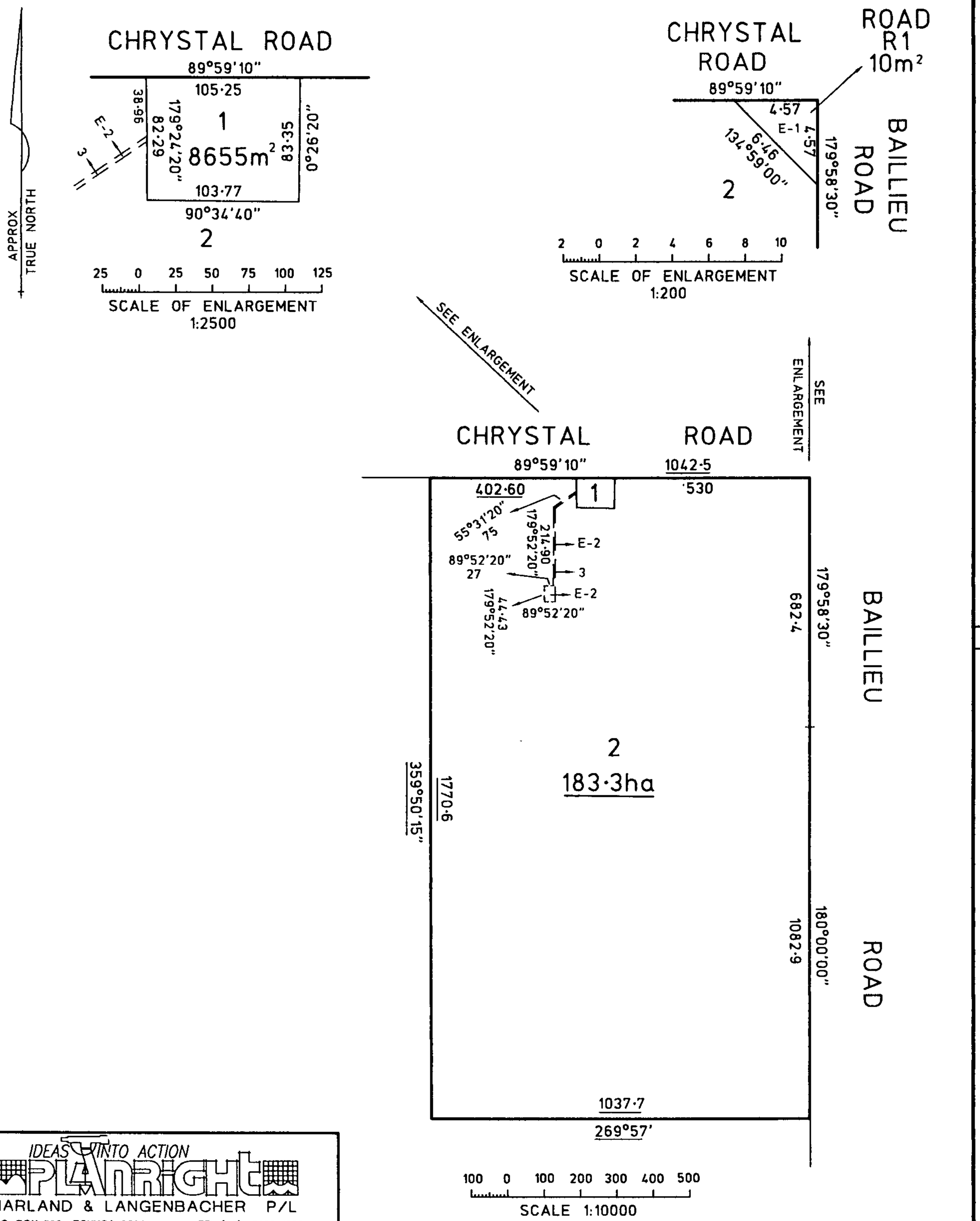
"Reverse image inkjet"

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER **PS 547702Q**



IDEAS INTO ACTION PLANRIGHT

HARLAND & LANGENBACHER P/L

P.O. BOX 586 ECHUCA 3564. TEL (03) 5482 1699

SCALE	ORIGINAL			
0 — LENGTHS ARE IN METRES	SCALE AS SHOWN	SHEET SIZE A3	LICENSED SURVEYOR (PRINT) M.F. LANGENBACHER SIGNATURE ..... DATE / / REF S4479 VERSION 2	SHEET 2 OF 2 SHEETS ..... DATE / / COUNCIL DELEGATE SIGNATURE

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M.S.

Application to Register a Community Water Supply Agreement
Section 244 Water Act 1989

AD149603P
30/09/2004 $0 244

Lodged By: Goulburn-Murray Rural Water Authority

Address: P.O. Box 165 TATURA 3616

Reference: Roslynmead Dam Filling Scheme (DOCS 589703)

Customer Code: 0043E

The owners of this land affected by a Community Agreement apply for the registration of the Agreement in the Register for the land.

DAD149603P-1-1

Land & Applicants:

No	Applicants	Land
1	Jeanette Lorraine STRAUB 12 St Andrews Road Bayswater Vic 3153	V: 7393 F: 590
2	Leslie Neville & Jeanette Lorraine STRAUB 12 St Andrews Road Bayswater Vic 3153	V: 9335 F: 859
3	David McARTHUR 355 McIvor Highway Junortoun 3551	V: 7335 F: 942
4	Bruce Andrew & Robert George McGILLIVRAY "Garryowen - Banool" Gunbower Vic 3566	V: 10127 F: 633 V: 8113 F: 688
5	Ian Donald & Jillian Venetta FARR Fox Island Road Gunbower Vic 3566	V: 9396 F: 018
6	GARRYOWEN HAYS PTY LTD C/-Andrew McGillivray "Garryowen- Banool" Gunbower Vic 3566	V: 8486 F: 688 V: 8458 F: 529
7	Maxwell Robert James NORMAN 23 Rose Street EchucaVic 3564	V: 9923 F: 495
8	SOUTHERN BANKS PTY LTD McIntyre Road Torrumbarry Vic 3562	V: 10215 F: 719 V: 10215 F: 720 V: 10215 F: 718 V: 10215 F: 717 V: 6623 F: 543

9	Allan Patrick CARVER & Brian Michael CARVER 39 Powells Avenue, Strathdale Vic 3551	V: 10212 F: 093 V: 10212 F: 522
10	Mieczyslaw (also known as Robert Mieczslaw) & Genevieve (Also known as Genovefa) STELMACH 29 Marsh Street Maidstone Vic 3012 Caveator: GARRYOWEN HAYS PTY LTD C/- Andrew McGillivray "Garryowen-Banool" Gunbower Vic 3566	V: 10184 F: 197 V: 3481 F: 064 V: 10115 F: 748 V: 10171 F: 088 V: 10171 F: 089 V: 10171 F: 090
10A	Robert George & Marion Joan McGILLIVRAY Gunbower Vic 3566	V: 10126 F: 588
11	Alan Raymond & Lois Teresa TONKIN RMB 2022,Perricoota Road Moama NSW 2731	V: 9561 F: 830
12	Raymond Edward & Kevin Lewis WILLIAMS RSD, Newbridge Road Marong Vic 3515	Half Interest in V: 9910 F: 241 Half Interest in V: 7213 F: 426 Half Interest in V: 9910 F: 242 Half Interest in V: 7633 F: 095
13	Robert Lindsay & Suzanne Nicole GUNDRY Island Road Gunbower Vic 3566	V: 10175 F: 565
14	SHIRE of CAMPASPE P. O. Box 35 Echuca 3564	V: 9749 F: 800
15	Margaret Agnes & Ewan Winston GUNDRY Munzel Road Gunbower Vic 3566	V: 3640 F: 822
16	Irving Richard PLOTKIN 1/133 Ninth Avenue Rosebud Vic 3939	CA Pts 23, 25 & 26 being Part of V: 4236 F: 179
17	Ernest Aurelio UGAZIO 324 Hampton Street Hampton Vic 3188 & Ronald George DUFFUS 134 Deniliquin Street Tocumwal NSW 2714	V: 9923 F: 497
18	VAUTIER FURNITURE COMPANY PTY LTD 4 Osburn Street Wodonga Vic 3690	V: 10569 F: 286

AD149603P
30/09/2004 $0 244
DAD149603P-2-0

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19	Craig Andrew & Jason Andrew WORME RSD Hunter via Elmore Vic 3558	V: 10310 F: 224
20	Neil Andrew, Denise Joy, Jason Andrew, Craig Andrew WORME & Jane Erin WORME (Formerly ASCOUGH) RSD Hunter via Elmore Vic 3558	V: 8814 F: 392 V: 8814 F: 393
21	Antonio PICCOLO, 109 Whitby Street, West Brunswick 3055 Kenneth & Glenda ADAMS, 51 David Ave East Keilor 3033 Maria HANDLEY (formerly PAPALEO) 44 Meikan Street, Whittlesea Vic 3757	V: 9923 F: 496
22	Thomas Butson PEARSE Lot 135 / 34 Monarch Drive Kingscliff NSW 2487	V: 9454 F: 961
23	Bruce Andrew McGILLIVRAY "Garryowen – Banool" Gunbower Vic 3566	V: 8679 F: 794
24	Bruce Andrew & Judith Maree McGILLVRAY "Garryowen – Banool" Gunbower Vic 3566	V: 10358 F: 269
25	Daryl Frederick PHYLAND Wharparilla Road Echuca Vic 3564	V: 7056 F: 084
26	JUNGABURRA PTY LTD c/- John Kelly 12 Pevensy Place Echuca Vic 3564	V: 4405 F: 906

Date of Agreement: 21/9/04

DAD149603P-3-8

The Agreement is attached to this application.

Dispensation is requested from production of the Certificate of Title.

Date: 23 Sep 04

Signed: .....

Denis Flett
Chief Executive
Goulburn – Murray Rural Water Authority
Signed as Power of Attorney granted under
Clause 12.14 of the Agreement

AD149603P
30/09/2004 $0 244

#824953 v1 - ROSLYNMEAD DAM FILLING SCHEME INC CWSA

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21 June 2002

Goulburn-Murray Water
P O Box 165
TATURA 3616

Dear Sir or Madam,

RE: Roslynmead Dam Filling Scheme Inc.

I hereby authorise Goulburn-Murray Water to act as Agent for Roslynmead Dam Filling Scheme Inc. in dealings with the Titles Office when registering our Community Water Supply Agreement on titles.

Yours Sincerely

Max Goldsworthy

Max Goldsworthy
Secretary
Roslynmead DFS
P O Box 90
GUNBOWER 3566

DAD149603P-4-6

AD149603P
30/09/2004 $0 244

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CONSUMER AFFAIRS VICTORIA
ABN 32 790 228 959

VICTORIA

ASSOCIATIONS INCORPORATION ACT 1981
Section 7

No. A0043341C

CERTIFICATE OF INCORPORATION

This is to certify that

ROSLYN MEAD DAM FILLING SCHEME INC.

DAD149603P-5-4

is on and from the 11 November 2002

incorporated under the Associations Incorporation Act 1981

Given under my hand at MELBOURNE, this 22 November 2002

Registrar of Incorporated Associations

AD149603P
30/09/2004 $0 244

~~AC972017U~~
~~09/07/2004 $0~~ 244

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COMMUNITY WATER SUPPLY AGREEMENT

FOR

NON IRRIGATION LANDOWNERS
(FARM DAM FILLING)

DAD149603P-6-2

Roslynmead Dam Filling Scheme Inc.
(A0043341C)

AD149603P
30/09/2004 $0 244
~~AG972017U~~
~~09/07/2004 $88 241~~

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COMMUNITY WATER SUPPLY AGREEMENT

FOR

NON IRRIGATION LANDOWNERS
(FARM DAM FILLING)

		Page/s
	Recitals	2
1.	Definitions	2 - 5
2.	The Committee	5
3.	Meetings of Landowners	5
4.	Access over Land	5 - 7
5.	Construction and Maintenance of Works	7 - 8
6.	Supply of Water	8 - 9
7.	Duty of Secretary	10
8.	Financial Matters	10 - 12
9.	Sale of Land	12
10.	Water Supply	12
11.	Release From Agreement	13
12.	General	13 - 16
	Signatures	17 - 33
	First Schedules (Landowners and Description)	34 - 40
	Second Schedule (Form of Register)	41
	Third Schedule (Works)	42 - 46
	Fourth Schedule (Meeting of Landowners)	47

DAD149603P-7-1

AD149603P
30/09/2004 $0 244

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THIS AGREEMENT is ~~made on the day of 20~~ remade on the 21st day of September 2004 between the parties named in column 1 of the 1st schedule.

RECITALS:

A. The **Committee** holds (or is entitled to be granted) a licence granted by the **Authority** to divert water from a stated point of diversion, for the purpose of supplying water to the **landowners** in accordance with this Agreement.

B. The **landowners** have agreed to establish a community water supply scheme, whose primary purpose is to supply water to farms and to distribute the **water supply** in accordance with this Agreement.

C. The **landowners** have agreed, where applicable to grant **rights of access** over their respective lands pursuant to part 12 of the **Act** and have further agreed to licence the **landowners** and the **Committee** to enter upon their lands for the purposes of laying pipes channels fittings and the like and repairing and maintaining same so as to allow the **Committee** to operate the community water supply scheme.

D. The **Council** have agreed to part of the **works** being constructed in or along its road reserves.[*Where applicable*]

E. The **landowners** have agreed that the supply of water and the **works** will benefit all of the **landowners.**

F. The **landowners** are aware that this Agreement will not have any force or effect until registration under the Transfer of Land Act 1958.

NOW IT IS HEREBY AGREED:

DAD149603P-8-9

DEFINITIONS

1.1 In this Agreement unless the context otherwise indicates the following terms and phrases have the following meanings:

"Act" means the Water Act 1989.

"Annual charge" means the charge set by the **Committee** each year as provided in clause 8.3 and 8.6.

"Association" means **Roslynmead Dam Filling Scheme Inc. (A 0043341C)**

"Authority" means the Goulburn-Murray Rural Water Authority and its successors including (where applicable) any successory licensee under the Water Industry Act. 1994.

AD149603P
30/09/2004 $0 244

Delivered by LANDATA®, timestamp 03/12/2025 15:59 Page 9 of 53

DAD149603P-9-7

"Authority" means the Goulburn-Murray Rural Water Authority and its successors including (where applicable) any successory licensee under the Water Industry Act. 1994.

"Committee" means the Committee as from time to time constituted under clause 2.2.

"Council" means the Shire of Campaspe or its successors.

"Entitlement" means:-

a) The number of megalitres of stock and domestic water set out at the foot of the first and second schedules; or

b) In respect to a **landowner**, the volume of water in any **financial year** required to fill that **landowner's** dam or dams.

"Financial year" means the year ending 30 June, unless the **Committee** determines otherwise.

"Landowner" means the persons named in column 1 of the 1st schedule or in column 1 of the 2nd schedule (as the case may be), together with their respective personal representatives, transferees and assigns. The number allocated to each **landowner** in column 1 of the 1st schedule may be used in this Agreement to describe that **landowner**.

"Land affected by the scheme" means the respective lands owned by the **landowners** and which at the date of this Agreement are described in column 2 of the 1st schedule or are otherwise described or required to be described in the Register.

"Maintain" includes to repair, alter and replace and **"maintenance"** has a similar meaning.

"Maintenance expenses" means the costs and expenses relating to the operation and **maintenance** of the **works**, administration expenses, insurance premiums and other necessary and incidental expenses relating to the implementation of the Agreement including any costs and expenses incurred by the **Committee** pursuant to section 245 of the **Act** after implementation of this Agreement.

"Minister" means the Minister responsible for administering the **Conservation Forests and Lands Act 1987.**

"Point of supply" means the point on the boundary of a **landowner's** land to which the **Committee** shall supply the **landowner's entitlement**.

"Private works" means the internal works (whether by earthen channel or otherwise) that are required to convey a **landowner's entitlement** from the **point of supply** to the **landowner's land affected by the scheme** and includes any storage dams or tanks necessary to store the **entitlement**.

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09/07/2004 $0 244

Delivered by LANDATA®, timestamp 03/12/2025 15:59 Page 10 of 53

DAD149603P-10-4

"Purchaser" includes an assignee or a transferee.

"Right of access" means access for water supply purposes over land owned by another person and as more specifically provided in section 234 of the **Act**.

"Secretary" means the secretary of the **Committee**.

"Sells" includes to transfer or assign.

"Special resolution" means a resolution, proposed as a special resolution and passed by two thirds of the **landowners** present in person or by proxy, at a meeting of **landowners** at which the resolution was proposed.

"***Water supply***" means
(a) the volume of water held under a licence issued to the **Committee** under section 51 of the **Act**; or
(b) agreed to be supplied by the **Authority** to the **Committee** and is the volume set out at the end of the 1st schedule and;
(c) includes any volume of water that the **Committee** agrees to supply to the **Minister** in respect to the Crown Lands described in part 2 of the fifth schedule.

"Works" means the works required to deliver the **water supply** and includes:
(a) the works more particularly described in the 3rd schedule; and
(b) the plant and machinery necessary to allow the **works** to function as a water supply system;
(c) the works the **Minister** or the Minister's delegate has agreed to be constructed by the **Committee** in or through the crown lands described in part 1 of the fifth schedule; but
(d) does not include **private works**.

1.2 Words in bold type, unless the context otherwise indicates, are to be construed according to the meaning of them given by this Agreement.

1.3 This Agreement is to be interpreted as including any agreements varying this Agreement and registered under the Transfer of Land Act 1958.

1.4 The singular includes the plural and vice versa.

1.5 A word denoting any gender includes all genders.

1.6 A reference to a person includes a reference to a firm, corporation or other corporate body and vice versa.

1.7 If a party consists of more than one person this Agreement binds them jointly and each of them severally.

AD149603P
30/09/2004 $0 244

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~~09/07/2004 $63 244~~

Delivered by LANDATA®, timestamp 03/12/2025 15:59 Page 11 of 53

DAD149603P-11-8

1.8 A reference to a statute shall include any statutes amending, consolidating or replacing same and shall also include any regulations made under such statutes as those regulations are in force from time to time.

1.9 All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.

1.10 This Agreement is entered into by the **landowners** as a mutual and co-operative agreement to facilitate a supply of their **entitlements** to their **lands affected by the scheme**. The consideration given by all and each of the **landowners** for this agreement are the mutual covenants given by each to each other for the purposes of providing the **water supply** to their respective lands. In the interpretation of this agreement the **landowners** agree that any court, tribunal, arbitrator, expert or other person adjudicating on the construction of or the interpretation of this Agreement must take into account the mutual objectives of the **landowners** as set out in this clause and the Agreement generally, and that each **landowner** benefits from the supply of the **water supply** and carries the obligation of facilitating, within the terms of this Agreement, other **landowners** receiving their **entitlements**.

AD149603P
30/09/2004 $0 244

THE COMMITTEE

General

2.1 There shall be a governing committee which shall consist of the **Association**.

Incorporation of an Association

2.2 The Committee of Management of the **Association** shall be the **Committee** for the purposes of this Agreement and -

(a) the members of the **Committee** shall be the members of the Committee of Management of the **Association**; and

(b) this Agreement shall be read so as the powers, obligations and functions of the **Committee** shall be exercised and performed by the Committee of Management of the **Association**.

MEETINGS OF LANDOWNERS

3.1 The **landowners** may hold general meetings for the purposes of exercising any powers under this Agreement or the **Act** and the provisions of the 4th schedule shall apply to such meetings of **landowners**.

A697204 7U

ACCESS OVER LAND

Licence

4.1 Each **landowner** hereby grants during the continuance of this Agreement separate licences to the **Committee** and to each of the other **landowners** or their servants or

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agents, over their respective **lands affected by the scheme**, conferring the right to enter each **landowner's** land to **maintain** the **works** and the supply of the **water supply** therefrom. The area over which licence is granted shall be sufficient to enable entry upon each **landowner's** land together with motor vehicles, machinery and equipment for the purposes of **maintaining** the **works** and enabling the supply of the **water supply** to all **landowners**. At the date of this agreement the areas over which the licences are granted are set out on the plan annexed.

4.2 A **landowner** shall not revoke the licence granted to the **Committee** and the other **landowners** under this Agreement unless a **right of access** is granted by the **landowner** under clause 4.4 in favour of the other **landowners**.

4.3 For the purpose of clause 4.2 of this Agreement, any **right of access** required to be granted, need only be granted to such **landowners** who, because of the revocation of the licence granted under clause 4.1, require a **right of access** for the supply of their **entitlement**.

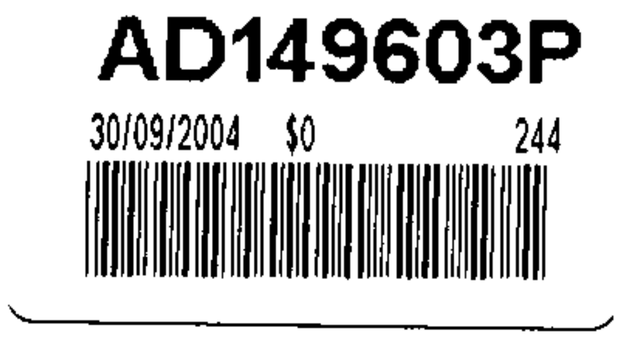
Agreement to grant rights of access

4.4 Subject to clause 4.3, each **landowner** agrees, upon the request of another **landowner**, to grant a **right of access** over his land for the purposes of this Agreement. Such **right of access** shall be at least 5 metres wide and be situated over the land where the **works** are situated or over such other area as is agreed. Should any dispute arise as to such **right of access** or the positioning of same or the terms and conditions of same, then such dispute shall be deemed to be a refusal by the **landowner** to agree to grant a **right of access** and the matter shall be determined according to section 235 of the **Act** PROVIDED HOWEVER it is hereby agreed that in determining such **right of access** the **landowner** over whose land a **right of access** is sought, shall not be entitled to compensation for such **right of access** unless the **landowner** requesting the **right of access** requests that it be in a position different to that over which the works servicing that **landowner** have been constructed under the licence aforesaid.

4.5 For the purpose of clause 4.4, this Agreement shall be deemed to be the notice required to be given under section 234 (1) of the **Act**.

Access by the Committee

4.6 The **landowners** agree to permit any person appointed by the **Committee**, including that person's servants and agents, together with vehicles and machinery, the right to enter upon each of their respective **lands affected by the scheme** for the purpose of constructing, operating, **maintaining** or removing the **works**.



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DAD149603P-13-5

Authorisation to seek access

4.7 As provided for in section 245(2) of the **Act**, the **landowners** by this Agreement authorise the **Committee** to act as their agent to seek a **right of access** over land owned by other persons or any **landowner**.

CONSTRUCTION AND MAINTENANCE OF WORKS

Construction

5.1 The **Committee** shall be responsible for constructing the **works**.

Maintenance

5.2 The **Committee** shall be responsible for ensuring that the **works** are properly **maintained** and kept free of obstructions by such reasonable and usual methods as the **Committee** may determine. Notwithstanding anything contained in this clause the **maintenance** of any fence shall be the responsibility of the **landowner** upon whose land the fence is erected unless otherwise determined by the **Committee**.

5.3 The **Committee** must cause **maintenance** works to be carried out upon the **works** if so directed at any time by a general meeting of **landowners**.

5.4 Each **landowner** shall be responsible for the construction and **maintenance** of that **landowner's private works**.

Compliance with conditions imposed by affected bodies

5.5 The **Committee** and the **landowners** must at all times comply with any directions given by any public statutory authority relating to the **maintenance** or use of the **works**.

Interference with the works

5.6 Except as provided by the **Act**, a **landowner** must not, without first obtaining the consent of the **Committee**:-

(i) construct any crossing or other obstruction in or across the **works**;

(ii) clean, widen, deepen or otherwise interfere with the **works** or the flow of water within the **works**;

(iii) interfere with access to the **works**; or

(iv) intentionally cause any other water to enter in, or flow along the **works**.

Use of agricultural chemicals

AD149603P ~~AC072047U~~
30/09/2004 $0 244 ~~09/07/2004 $63 244~~

Delivered by LANDATA®, timestamp 03/12/2025 15:59 Page 14 of 53

DAD149603P-14-9

5.7 The **Committee** must, at least 7 days prior to the introduction of any pest or weed control chemicals into the **works** or water contained within the **works**, give notice to the **landowners** likely to be affected by the introduction of such chemicals, either by post, facsimile or telephone, and if any portion of the works are situated in or across lands or over which the **Council** has the care and management, obtain the permission of the **Council** to the proposed use of the chemicals.

5.8 Clause 5.7 does not apply to the spraying of the **works** with chemicals to control weed or vegetation growth.

AD149603P
30/09/2004 $0 244

SUPPLY OF WATER SUPPLY

Supply

6.1 Subject to clause 6.3 and 6.6 the **Committee** in any **financial year** must supply to each of the **landowners** so entitled, their **entitlement**;

Conditions on supply

6.2 The **Committee** may impose, by notice, terms and conditions on a **landowner** in respect of:-

AG072047U

(a) the supply of water from the **works**:

(b) the time of supply;

(c) the construction or maintenance of any **private works**; or

(d) any other matter regulated by or affecting the implementation of this Agreement.

Reduction, restriction or discontinuance of supply

6.3 The **Committee** may reduce or restrict the quantity of the **entitlement** to any **landowners** or discontinue the supply of the **entitlement** to any **landowner** if:-

(a) the **Committee** is, because of a shortage of water or for any other unavoidable cause, unable to supply the **entitlement** which would otherwise be supplied to a **landowner**;

(b) the **Committee** believes that the reduction, restriction or discontinuance is necessary to avoid future water shortages;

(c) any **private works** for the supply of the **entitlement** are, in the opinion of the **Committee**, inadequate or not properly constructed or maintained;

(d) the **landowner** contravenes or is in breach of this Agreement;

Delivered by LANDATA®, timestamp 03/12/2025 15:59 Page 15 of 53

DAD149603P-15-2

(e) the **landowner** refuses entry upon his **lands affected by the scheme** to the **Committee** or any person authorised by the **Committee**: or

(f) the **landowner** refuses or fails to pay any money due to the **Committee** pursuant to this Agreement.

Transfer of entitlement

6.4 A **landowner** shall not be entitled to compensation from the **Committee** due to the sale of the whole or any part of that **landowner's land affected by the scheme**.

Landowner obligations

6.5 A **landowner** must not, and must ensure that the occupier of a **landowner's** land does not:-

(a) interfere with any works of the **Authority** or the **Association**;

(b) interfere with the taking by another **landowner** of his **entitlement**; and

(c) use his **entitlement** other than for the purpose.

Landowner Agreement as to supply of entitlement

6.6 a) Not withstanding clause 6.1 the **landowners** in each financial year may agree that a **landowner** may receive a reduced supply of his or her **entitlement** and that other **landowners** may receive a supply of water greater than their **entitlement.**

(b) If any such agreement is reached, the **landowners** concerned shall advise the **Secretary** in writing of the agreement and the volumes of **entitlement** to be supplied to each **landowner** in that **financial year**.

(c) If in any **financial year** no agreement is communicated to the **secretary** in accordance with this clause, each **landowner** shall be entitled to his or her **entitlement**.

(d) Notwithstanding anything else contained in this agreement, a **landowner** must pay to the **Committee**-

i Where in accordance with this clause the **secretary** is advised in writing of an agreement – the **annual charge** in respect to the number of megalitres agreed to be supplied (whether in fact supplied or not) in respect to each **landowner**: and

ii. Where no agreement is given to the **Secretary** – the **annual charge.**

AD149603P
30/09/2004 $0 244

AC972017U
03/07/2004 $0 244

Delivered by LANDATA®, timestamp 03/12/2025 15:59 Page 16 of 53

AD149603P
30/09/2004 $0 244

DUTY OF SECRETARY

Secretary to be the contact person

7.1 Unless otherwise unanimously agreed by the **landowners** the **secretary** shall be the contact person for dealing with the **Authority.**

Obligations of secretary

DAD149603P-16-6

7.2 The **secretary** must:-

(a) pay on behalf of the **Association** all monies owing to the **Authority**; and
(b) carry out all other dealings with the **Authority**.

Reading of meter

7.3 The **secretary** may, at any time, read and record any meter/s to determine the volume of water supplied to the **Committee** or any **landowner**.

Measurement of water taken

7.4 Should at any time there be no metering device to record the volume of water delivered by the **Authority** to the **Committee**, or by the **Committee** to a **landowner** or should such meter malfunction the **secretary** shall calculate the amount of water supplied to the **landowner** according to the methods usually adopted by the **Authority** to calculate water supplied by it when the volume of water has not been or properly been measured by a metering device.

FINANCIAL MATTERS

Capital charge

8.1 The **Committee** may impose on each of the **landowners** a capital charge for the purposes of constructing, obtaining and installing the works.

8.2 The **Committee** shall determine the capital charge either as an equal amount between the **landowners**

Annual charge

8.3 In each financial year, the **Committee** must prepare an estimate of the expenses of administering and supplying an **entitlement** and must set an **annual charge** in respect of each **landowner**. In setting the **annual charge** the **Committee** must include the cost of licensing charges from the **Authority** and the **Committee** must also take into account, the **maintenance expenses**, the reasonable costs and expenses of administering this Agreement and the supplying of each **landowner's water supply**.

AG972017U

Delivered by LANDATA®, timestamp 03/12/2025 15:59 Page 17 of 53

AD149603P
30/09/2004 $0 244

8.4 The **annual charge** shall be:-

(a) where an agreement in accordance with clause 6.6 has been notified to the **secretary** - an amount fixed in accordance with the volume of water each **landowner** agrees to use (whether or not supplied) in that **financial year**: or

(b) An amount fixed in respect of the volume of water set out opposite each landowners' name in column 3 of the first and second schedules; or

(c) An amount fixed in accordance with:

i) the number of dams each **landowner** has:

ii) the volumetric capacity of each dam: or

(d) The area of each **landowner's land affected by the scheme;** or

(e) An amount otherwise fixed in respect to each **landowner's entitlement;** or

(f) Any combination of the matters referred to in sub paragraphs (b) - (e).

8.5 The **Committee** must give notice to each **landowner** of the **annual charge** payable by that **landowner**.

Payment and recovery of monies

8.6 The **Committee** may require payment of money due under this Agreement at such time and in such manner as the **Committee** may determine. If the time for payment of any amount is not stipulated by the **Committee**, then such amount must be paid within 30 days of notice being given. In particular the **Committee** may require a **landowner** to pay to it the cost per megalitre of water charged by the **Authority** to the **Committee** before supplying to the **landowner** any **entitlement**.

8.7 Notwithstanding anything contained in clauses 8.3 and 8.4 a **landowner** must pay the **annual charge** set by the **Committee** based on charges set out by the **Authority** for the **water supply**

8.8 Any money due to the **Committee** under this Agreement bears interest, calculated on a daily basis, from the date that the money becomes due to the date that the money is paid, at the rate fixed by the **Committee** not exceeding the rate fixed from time to time under the **Act** or the Water Industries Act 1994 (as the case may be) for unpaid fees imposed under tariffs.

8.9 The **landowners** authorise the **Committee** to sue any **landowner** to recover payment of any monies due under this Agreement in any Court of competent jurisdiction. The offending **landowner** be responsible for all court costs incurred by the **Committee** in obtaining outstanding balance owing.

AG872047U
09/07/2004 $63 244
DAD149603P-17-0

Delivered by LANDATA®, timestamp 03/12/2025 15:59 Page 18 of 53

DAD149603P-18-3

Accounts

8.10 (a) The **secretary** must keep proper books of accounts in relation to the moneys received and expended by the Committee.

(b) The **secretary** must present a statement of receipts and expenditure at the annual general meeting of **landowners**. The statement must be audited if previously requested by a meeting of **landowners**.

Requests for information

8.11 At the request of any person, the **secretary** must provide the person with a statement of any monies owing by a **landowner** under this Agreement, and a copy of, or an extract from, the Register insofar as it affects the **land affected by the scheme** of the **landowner** inquired of. The **Committee** may from time to time fix a fee for carrying out the provisions of this clause; provided that such fee shall not exceed the fee from time to time prescribed under section 158 of the **Act** for Information Statements.

SALE OF LAND

Obligations on sale of land

9.1 If a **landowner sells** any part of any **land affected by the scheme** which is entitled to receive a supply of water from the **works** and that land does not have legal access to receive such a supply from the **works**, the **landowner** must grant to the **purchaser**, as part of the consideration of such sale, an easement for water supply or **rights of access** for water supply over any other lands retained by the **landowner** to provide legal access for the supply of the **entitlement**.

WATER SUPPLY

Purchase of additional water

10.1 The **Committee** may, at the request of and at the cost of any **landowner**, purchase additional water, and any cost charge or fee payable by the **Committee** to the **Authority** shall be directly charged by the **Committee** to that **landowner** in addition to the **landowner's annual charge**.

AD149603P
30/09/2004 $0 244

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~~09/07/2004 $60 244~~

Delivered by LANDATA®, timestamp 03/12/2025 15:59 Page 19 of 53

RELEASE FROM AGREEMENT

Landowner may apply to be released from Agreement

11.1 Notwithstanding anything else contained in this Agreement a **landowner** may apply to the **Committee** for the Agreement to be varied so that the **landowner** and the **landowner's lands affected by the scheme** no longer form part of this Agreement.

11.2 The **Committee** shall only approve the request on the condition (including any other conditions that the **Committee** may impose) that:-

(a) it is satisfied that the requesting **landowner** has granted all and any **rights of access** necessary for the continuance of the **water supply** under this Agreement;

(b) the requesting **landowner** has entered into an agreement amending this Agreement pursuant to section 245 of the **Act** incorporating these amendments;

(c) all monies due under this Agreement have been paid by the requesting **landowner** to the **Committee**; and

(d) the requesting **landowner** has paid or has agreed to the satisfaction of the **Committee** to pay all the costs, legal expenses, stamp duties or any other expenses required to implement the amending agreement.

GENERAL

DAD149603P-19-7

Register

12.1 The **Committee** must keep a Register in the form or its like of the 2nd schedule and ensure that it shows any changes in the ownership of **land affected by the scheme**

Disputes

12.2 Disputes between the **landowners** arising under this Agreement shall be determined by the **Committee** or a person or persons appointed by the **Committee** to act in its stead. The **Committee** or any persons appointed must act according to the principles of natural justice and their decision shall be final and binding on all parties.

12.3 Clause 12.2 does not apply to disputes in respect of which part 12 of the **Act** provides a method of resolution or confers a right of appeal on a party to the dispute.

AD149603P
30/09/2004 $0 244
~~AC972017U~~

Delivered by LANDATA®, timestamp 03/12/2025 15:59 Page 20 of 53

AD149603P
30/09/2004 $0 244

Mediation

12.4 Notwithstanding clauses 12.2 and 12.3, the parties to a dispute may agree to determine their dispute by mediation. In such an event any agreement reached by mediation shall be final and binding on both parties. The mediator shall set the rules governing the mediation

Victorian laws apply

12.5 This Agreement shall be governed by the law relating to the State of Victoria.

Committee members indemnified

12.6 The **landowners** jointly and severally indemnify each member of the **Committee** for all costs, expenses, losses and liabilities which such members may incur or have imposed in the execution of his or her position as a **Committee** member.

Changes to Agreement

12.7 The **landowners** may, by **special resolution**, authorise the **Committee** to sign an agreement for the purposes of section 245 of the **Act** to vary or revoke this Agreement provided however, that no such alteration shall operate so as to vitiate any agreement with or conditions imposed by the **Council** or any other public statutory Authority.

12.8 The **landowners** appoint the **Committee** to be their joint and several lawful attorneys for the purposes of signing any variation or revocation of this Agreement pursuant to section 245 of the Act as agreed to by a **special resolution** of **landowners**.

Transfer of committee functions

12.9 The **Committee** must, if directed by a **special resolution** of the **landowners** request the **Authority** or the **Council** to perform the functions and exercise the powers of the **Committee** as provided for in section 246 of the **Act**.

DAD149603P-20-2

Notices

12.10 Where the Agreement provides for notice to be given to a person or party then, unless the Agreement provides otherwise, notice must be in writing and may be given:-

(a) by delivering it personally to the person to whom it is to be given;

(b) by pre-paid post, addressed to the person to whom it is to be given at that person's last known address;

(c) by facsimile to the facsimile number of the addressee; or

(d) by any other method of electronic service or communication approved at law.

AC972017U

Delivered by LANDATA®, timestamp 03/12/2025 15:59 Page 21 of 53

DAD149603P-21-6

AD149603P
30/09/2004 $0 244

12.11 A notice or other communication is deemed served:

(a) if delivered, upon delivery;

(b) if posted, on the expiration of 2 business days after the date of posting;

(c) (i) if sent by facsimile prior to 5.00 pm on a business day - that day;

(ii) if sent by facsimile after 5.00 pm - at 9.00 am on the next business day at the place where it is received:

(d) if sent by any other method of electronic service or communication - at the time the notice or communication is communicated to the person concerned.

Severance

12.12 If any provision of this Agreement is either held void or unenforceable by any arbitrator, court or tribunal, then to the extent possible at law that provision shall be struck out and the balance of this Agreement shall continue to apply.

Waiver

12.13 No consent or waiver by a **landowner** or the **Committee** of any breach by a **landowner** of this Agreement shall amount to a waiver of the relevant party's rights arising from this Agreement.

Power of Attorney

12.14 For the purposes of facilitating registration of this Agreement at the Land Titles Office pursuant to s.244 of the **Act** the **landowners** jointly and severally appoint the Chief Executive Officer (by what ever name called) of the **Authority** or any person acting in that position and any Legal Practitioner acting for the **Authority** jointly and severally to be their lawful attorney for the purposes of making application to the Land Titles Office for registration of this Agreement and of correcting, altering, amending or signing this Agreement and without limiting the generality of this clause including deleting, substituting or amending any lands described in any item of the first schedule or deleting or amending the names or addresses of any parties to this Agreement.

This Power of Attorney shall cease and be automatically revoked upon registration of this Agreement at the Land Titles Office.

Termination of Agreement

12.15 If the **landowners**, by **special resolution**, resolve to terminate this Agreement, then, subject to any contrary terms in the resolution:-

AG972017U
244

Delivered by LANDATA®, timestamp 03/12/2025 15:59 Page 22 of 53

(a) The **landowners** appoint the **Committee** to act as their agent pursuant to section 245 (2) of the **Act**; and

(b) the **Committee** shall;

(i) execute and register at the Land Titles Office an agreement terminating this Agreement;

(ii) **sell** or otherwise dispose of the **water supply** and the **works** and, if so required by a **landowner**, pay the costs of filling any channels constituting part of the **works** on that **landowner**'s property: and

(iii) after payment of all expenses, costs and fees necessary to complete the termination of this Agreement, divide any monies left between the **landowners**.

Crown Lands

12.16 The **landowners** authorise the **Committee** to enter into agreements or arrangements from time to time with the Minister to-

(a) enable works to be constructed and maintained through the Crown Lands (if any) described in part 1 of the fifth schedule; and
(b) to provide a supply of water to the Crown Lands (if any) described in part 2 of the 5th schedule and upon such terms and conditions, in so far as they are applicable, as relate to a supply to the **landowners.**

Signing in Parts

12.17 This Agreement may consist of one document signed by all the **landowners** or by two or more identical counterparts signed by the **landowners**. The counterparts together will form the Agreement.

DAD149603P-22-0

AD149603P
30/09/2004 $0 244

AG972947U

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SIGNED AS A DEED by the **landowners**

(1 & 2)	Joannelle Straub	JL STRAUB
(2)	Les A Straub	LN STRAUB
(4 & 10A)	Leon McGillivray	RG McGILLIVRAY
	[illegible]	
(4)	[illegible]	BA McGILLIVRAY
(7)	Max Norman	MRJ NORMAN

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AD149603P
30/09/2004 $0 244

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SIGNED AS A DEED by the landowners

	PRINT NAME	SIGNATURE
(3)	DAVID McARTHUR	D McArthur
(9)	ALLAN CARVER	Allan Carver
(25)	DARYL PHYLAND	D. J. Phyland

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SIGNED AS A DEED by the **landowners**

(5)

JILLIAN Venetta Farr .....

IAN DONALD FARR .....

DAD149603P-25-1

AD149603P
30/09/2004 $0 244

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Delivered by LANDATA®, timestamp 03/12/2025 15:59 Page 26 of 53

UNIQUE\AGREEMENTS\SIGNING CLAUSES

COMMON SEAL-WITH MORE THAN ONE DIRECTOR (SEAL)

GARRYOWEN-HAYES PTY LTD

THE COMMON SEAL of ## was affixed in the presence of authorised persons:)

Director .....

Full name JOHN MARK M^c GILLIVRAY

Usual address GARRYOWEN - SANDOL GUNBOWER

Secretary .....

Full name BRUCE ANDREW M^c GILLIVRAY

Usual address. GARRYOWEN - SANDOL GUNBOWER 3566

6

$10

MULTI PERSON COMPANY - ONE DIRECTOR ONLY TO SIGN (S1)

THE COMMON SEAL of ## was affixed in the presence of an authorised person:)

Director .....

Full name .....

Usual address .....

.....

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AD149603P

30/09/2004 $0 244

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THE COMMON SEAL of **SOUTHERN BANKS PTY LTD**
was affixed in the presence of authorised persons:

Director: .....

(8) Full Name: GLENN SOUTHERN

Usual Address: McINTYRE RD
TORRUMBARRY

Secretary: .....

Full Name: LESHA SOUTHERN

Usual Address: McIntyre Rd
Torrumbarry

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AD149603P
30/09/2004 $0 244

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SIGNED AS A DEED by the **landowners**

PRINT	SIGNATURE:
MIECZYSLAW STELMACH	M. Stelmach
GENEVIEVE	
GENOWEFA STELMACH	G. Stelmach

(10)

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AD149603P
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Delivered by LANDATA®, timestamp 03/12/2025 15:59 Page 29 of 53

SIGNED AS A DEED by the **landowners**

PRINT NAME	SIGNATURE
10A McGILLIVRAY: MARION J	Marion J McGillivray

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AD149603P
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Delivered by LANDATA®, timestamp 03/12/2025 15:59 Page 30 of 53

SIGNATURES	NAME
SIGNED AS A DEED BY THE LANDOWNERS;	
R E Williams	RE WILLIAMS
~~E T Williams~~	~~ET WILLIAMS~~
Kevin R. Williams	KL WILLIAMS

12

24

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SIGNED AS A DEED by the **landowners**

(13) Robert L. Gundry

(15) E.W. Gundry

~~Pauline Gundry~~

N.C. Gundry

ROBERT LINDSAY & SUZANNE NICOLE GUNDRY

EWAN WINSTON & MARGARET AGNES GUNDRY

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AD149603P
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30/09/2004 $0

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~~30/09/2004 $0~~

SIGNED AS A DEED by the **landowners**

14

PHILLIP WARREN PEARCE
CHIEF EXECUTIVE OFFICER
SHIRE OF CAMPASPE
CNR HARE & HEYGARTH STREETS
ECHUCA VIC 3564

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26

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SIGNED AS A DEED by the **landowners**

NAME	SIGNATURE
(16) I R PLOTKIN	

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Delivered by LANDATA®, timestamp 03/12/2025 15:59 Page 34 of 53

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UNIQUE AGREEMENTS SIGNING CLAUSES

COMMON SEAL WITH MORE THAN ONE DIRECTOR (SEAL)

VAUTIER FURNITURE COMPANY P/L

THE COMMON SEAL was affixed in the)
presence of authorised persons:)
)

Director

Full name LLOYD PERCIVAL VENVILLE

(18) Usual address 10 PARK LANE
WODONGA 3690

Secretary

Full name NATALIA VENVILLE

Usual address 10 PARK LANE
WODONGA 3690

VAUTIER FURNITURE COMPANY PROPRIETARY LIMITED
ACN 004 797 497
COMMON SEAL

MULTI PERSON COMPANY - ONE DIRECTOR ONLY TO SIGN (S1)

THE COMMON SEAL was affixed in the)
presence of an authorised person:)
)

Director .....

Full name .....

Usual address .....

.....

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AD149603P
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(28)

Delivered by LANDATA®, timestamp 03/12/2025 15:59 Page 35 of 53

SIGNED AS A DEED by the landowners

PRINT NAME	SIGNATURE
NEIL WORME	
D. JOY WORME	
CRAIG A WORME	
(19 + 20)	
JASON A WORME	
JANE WORME	

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AD149603P
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Delivered by LANDATA®, timestamp 03/12/2025 15:59 Page 36 of 53

SIGNED AS A DEED by the **landowners**

NAME	SIGNATURE
(22) THOMAS BURSON PEARSE	T. Pearse

DAD149603P-36-2

AD149603P
30/09/2004 $0 244

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Delivered by LANDATA®, timestamp 03/12/2025 15:59 Page 37 of 53

SIGNED AS A DEED by the landowners

PRINT NAME	SIGNATURE
(23 & 24) BRUCE ANDREW McGILLIVRAY	
(24) JUDITH M. McGILLIVRAY	

DAD149603P-37-6

AD149603P
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(31)

Delivered by LANDATA®, timestamp 03/12/2025 15:59 Page 38 of 53

UNIQUE\AGREEMENTS\SIGNING CLAUSES

COMMON SEAL-WITH MORE THAN ONE DIRECTOR (SEAL)

JUNGABURRA PTY LTD

THE COMMON SEAL of ## was affixed in the presence of authorised persons:)

Director .....

Full name JOHN KELLY

(26) Usual address 7 PEYENSLY PL ECHUCA 3564

Secretary .....

Full name JUDITH ADELE KELLY

Usual address AS ABOVE

DAD149603P-38-0

MULTI PERSON COMPANY - ONE DIRECTOR ONLY TO SIGN (S1)

THE COMMON SEAL of ## was affixed in the presence of an authorised person:)

Director [redacted]

Full name [redacted]

Usual address [redacted]

AD149603P

30/09/2004 $0 244

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(37)

Delivered by LANDATA®, timestamp 03/12/2025 15:59 Page 39 of 53

POWER OF ATTORNEY

Signed for and on behalf of

Brian Michael CARVER
Alan Raymond TONKIN
Lois Teresa TONKIN
Ernest Aurelio UGAZIO
Ronald George DUFFUS
Antonio PICCOLO
Glenda ADAMS
Kenneth ADAMS
Maria HANDLEY (nee PAPALEO)

DAD149603P-39-3

by Eric Ross Kelly, their Attorney who)
stated he has no notice of revocation of)
a Power of Attorney under the Authority)
which he executes this document in the)
presence of:

Witness.....

AD149603P
30/09/2004 $0 244

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Delivered by LANDATA®, timestamp 03/12/2025 16:00 Page 40 of 53

FIRST SCHEDULE

Description of Landowners and land affected by the Scheme

DOC 589703

Column 1		Column 2					
No.	Name & Address	Description of Land					
		Lot No.	Plan No.	Crown Allotment	Section	Parish	Volume /Folio
1	Jeanette Lorraine STRAUB 12 St Andrews Road Bayswater Vic 3153			17B	6	Turrumberry North	V:7393 F:590
2	Leslie Neville & Jeanette Lorraine STRAUB 12 St Andrews Road Bayswater Vic 3153			15A	6	Turrumberry North	V:9355 F:859
3	David McARTHUR 355 McIvor Highway Junortoun 3551			17C	6	Turrumberry North	V: 7335 F: 942
4	Bruce Andrew & Robert George McGILLIVRAY "Garryowen – Banool" Gunbower Vic 3566			3 10	5 6	Turrumberry North Turrumberry North	V: 10127 F: 633 V: 8113 F: 688

AC972017U
03/07/2004 $83 244

AD149603P
30/09/2004 $0 244

DAD149603P-40-9

5	Ian Donald & Jillian Venetta FARR Fox Island Road Gunbower Vic 3566			3 & 4	4	Turrumberry North	V: 9396 F: 018
6	GARRYOWEN HAYS PTY LTD C/-Andrew McGillivray "Garryowen- Banool" Gunbower Vic 3566			7 8	4 4	Turrumberry North Turrumberry North	V:8486 F:688 V: 8458 F: 529
7	Maxwell Robert James NORMAN 23 Rose Street EchucaVic 3564	2	LP 217204Q	1 & Pt 2	4	Turrumberry North	V:9923 F:495
8	SOUTHERN BANKS PTY LTD McIntyre Road Torrumbarry Vic 3562			9, 9A 10, 11 14, 19 34, Pt 16 34A	4 4 4 4 4	Turrumberry North Turrumberry North Turrumberry North Turrumberry North Turrumberry North	V10215 F:719 V:10215 F:720 V:10215 F:718 V:10215 F:717 V:6623 F:543

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DAD149603P-41-2
Delivered by LANDATA®, timestamp 03/12/2025 16:00 Page 41 of 53

9	Allan Patrick & Brian Michael CARVER 39 Powells Avenue Strathdale Vic 3551			Pt 17, Pt 16 Pt 19	5 5	Turrumberry North Turrumberry North	V:10212 F:093 V:10212 F: 522
10	Mieczyslaw (Also known as Robert Mieczslaw) & Genevieve (Also known as Genovefa) STELMACH 29 Marsh Street Maidstone Vic 3012 Caveator: GARRYOWEN HAYS PTY LTD C/- Andrew McGillivray "Garryowen-Banool" Gunbower Vic 3566	1 2 3	TP 000658E TP 000658E TP 000658E	15 17,18, Pt 16 2, Pt 16 Pt 17 18	4 4 5 5 5 5	Turrumberry North Turrumberry North Turrumberry North Turrumberry North Turrumberry North Turrumberry North	V:10184 F:197 V:3481 F:064 V:10115 F:748 V:10171 F:088 V:10171 F:089 V: 10171 F:090
10A	Robert George & Marion Joan McGILLIVRAY Gunbower Vic 3566			5	5	Turrumberry North	V: 10126 F: 588
11	Alan Raymond & Lois Teresa TONKIN RMB 2022, Perricoota Road Moama NSW 2731	1	P/S146167M	4A	7	Turrumberry North	V:9561 F830

AD149603P
30/09/2004 $0 244
DAD149603P-42-6
AC072904P
Delivered by LANDATA®, timestamp 03/12/2025 16:00 Page 42 of 53

12	Raymond Edward & Kevin Lewis WILLIAMS RSD, Newbridge Road Marong Vic 3515		Half Interest Half Interest Half Interest Half Interest	Pt 16 Pt 16 Pt 15B, Pt 17 A Pt 15B, Pt 17 A	6 6 6 6	Turrumberry North Turrumberry North Turrumberry North Turrumberry North	V: 9910 F: 241 V: 7213 F: 426 V: 9910 F: 242 V: 7633 F: 095
13	Robert Lindsay & Suzanne Nicole GUNDRY Island Road Gunbower Vic 3566			Pt 19	5	Turrumberry North	V:10175 F:565
14	Shire of CAMPASPE P O Box 35 Echuca Vic 3564	1	TP 13650W	Pt 2	4	Turrumberry North	V: 9749 F: 800
15	Margaret Agnes & Ewan Winston GUNDRY Munzel Road Gunbower Vic 3566			20 & Pt 21	4	Turrumberry North	V:3640 F:822

AD149603P
30/09/2004 $0 244

DAD149603P-43-0

Delivered by LANDATA®, timestamp 03/12/2025 16:00 Page 43 of 53

16	Irving Richard PLOTKIN 1/133 Ninth Avenue Rosebud Vic 3939			Pts 23,25 & 26	4	Turrumberry North	Part of V:4236 F:179
17	Ernest Aurelio UGAZIO 324 Hampton Street Hampton Vic 3188 & Ronald George DUFFUS 134 Deniliquin Street Tocumwal NSW 2714	4	LP 217204Q		4	Turrumberry North	V:9923 F:497
18	VAUTIER FURNITURE COMPANY PTY LTD 4 Osburn Street Wodonga Vic 3690	2	P/S 430709C	Pt 2	4	Turrumberry North	V:10569 F:286
19	Craig Andrew & Jason Andrew WORME RSD Hunter via Elmore 3558	1	P/S 403267M		3	Turrumberry North	V:10310 F:224
20	Neil Andrew, Denise Joy, Jason Andrew, Craig Andrew WORME & Jane Erin WORME (Formerly ASCOUGH) RSD Hunter via Elmore 3558	1 2	P/S 086931 P/S 086931		3 3	Turrumberry North Turrumberry North	V: 8814 F: 393 V: 8814 F: 392

DAD149603P-44-3
AD149603P
30/09/2004 $0 244
AC807267H

Delivered by LANDATA®, timestamp 03/12/2025 16:00 Page 44 of 53

21	Antonio PICCOLO, 109 Whitby Street, West Brunswick 3058 Kenneth & Glenda ADAMS, 51 David Ave East Keilor 3033 & Maria HANDLEY (Formerly PAPALEO) 44 Meikan Street Whittlesea Vic 3757	3	P/S 217204Q		4	Turrumberry North	V:9923 F:496
22	Thomas Butson PEARSE Lot 135/34 Monarch Drive Kingscliff NSW 2487		CP 152061		4	Turrumberry North	V: 9454 F: 961
23	Bruce Andrew McGILLIVRAY "Garryowen – Banool" Gunbower Vic 3566			12	6	Turrumberry North	V:8679 F:794
24	Bruce Andrew & Judith Maree McGILLIVRAY "Garryowen – Banool" Gunbower Island School Rd Gunbower Vic 3566			11	6	Turrumberry North	V: 10358 F: 269

DAD149603P-45-7
AD149603P
30/09/2004 $0 244
AD037204P

Delivered by LANDATA®, timestamp 03/12/2025 16:00 Page 45 of 53

25	Daryl Frederick PHYLAND Wharparilla Road Echuca Vic 3564			22	4	Turrumberry North	V: 7056 F: 084
26	JUNGABURRA PTY LTD c/- John Kelly 12 Pevensy Place Echuca Vic 3564			6	4	Turrumberry North	V:4405 F:906

Roslynmead Dam Filling Scheme Inc. Total Entitlement = 180.0 Megalitres

AD149603P
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AC673604P
DAD149603P-46-1
Delivered by LANDATA®, timestamp 03/12/2025 16:00 Page 46 of 53

Delivered by LANDATA®, timestamp 03/12/2025 16:00 Page 47 of 53

SECOND SCHEDULE

Form of Register

Column 1	Column 2	Column 3
Name and Address	Description of land affected by scheme	Entitlement Megalitres

Delivered by LANDATA®, timestamp 03/12/2025 16:00 Page 48 of 53

THIRD SCHEDULE

Works

Earthen works of water supply from Meter Outlet RO 6693A to fill dams & traverse properties as set out in the First Schedule.

All works maintained by the landowners concerned. (Refer to plan Attached)

DAD149603P-48-8

AD149603P
30/09/2004 $0 244

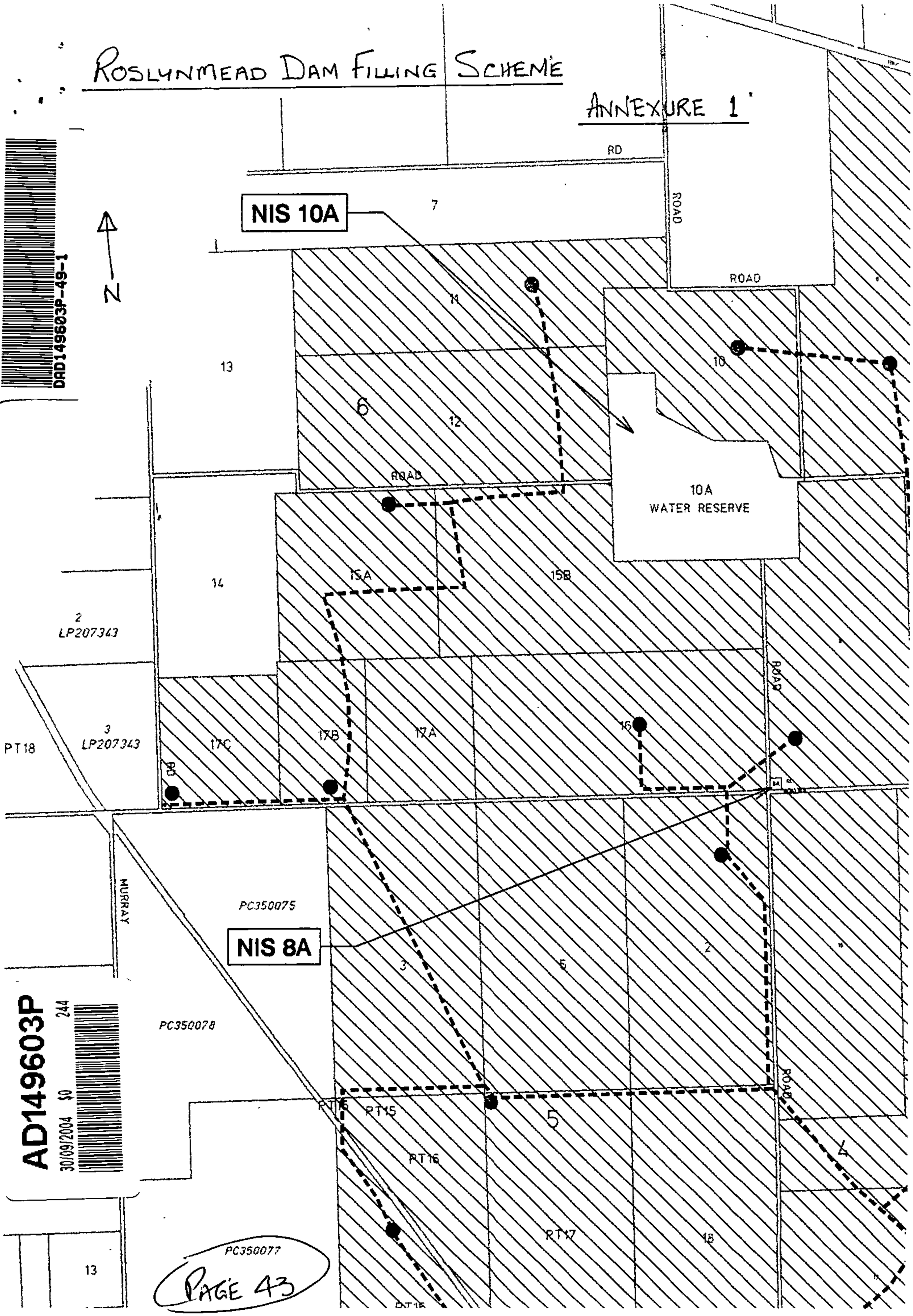
42

[redacted]

Delivered by LANDATA®, timestamp 03/12/2025 16:00 Page 49 of 53

ROSLYNMEAD DAM FILLING SCHEME

ANNEXURE 1



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AD149603P
30/09/2004 $0 244

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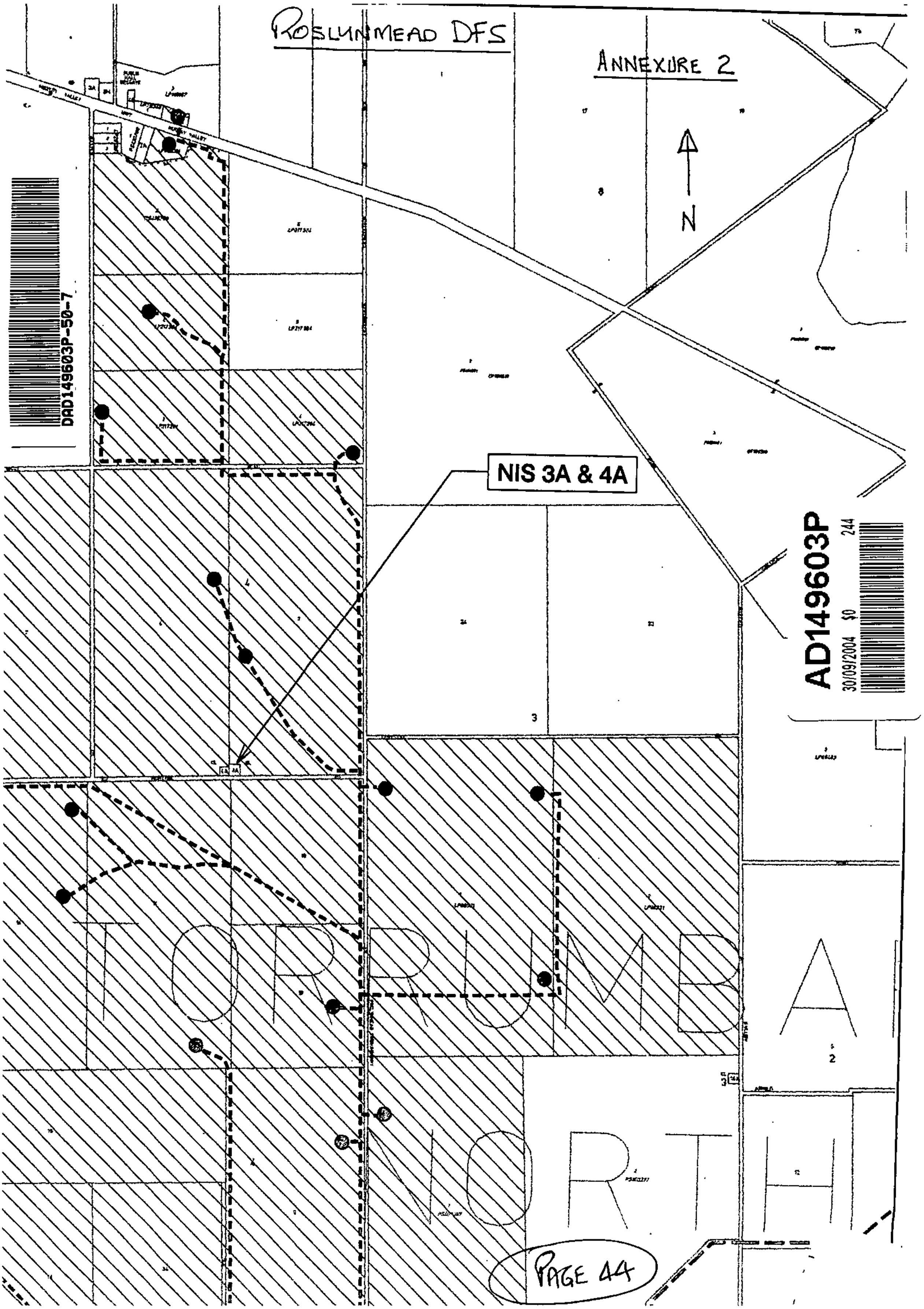
ROSLYNMEAD DFS

ANNEXURE 2



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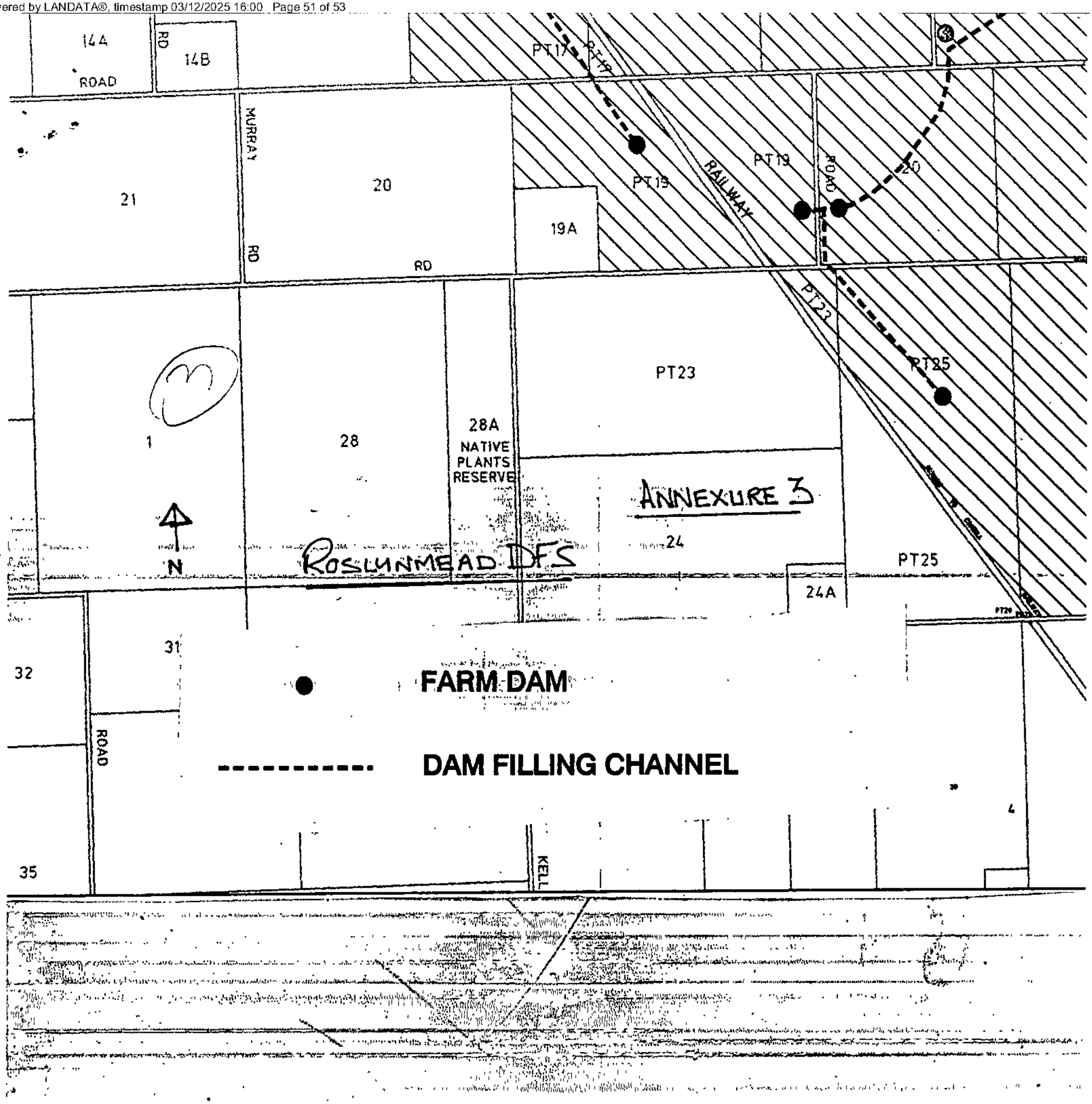
30/09/2004 $0 244

Delivered by LANDATA®, timestamp 03/12/2025 16:00 Page 51 of 53



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AD149603P
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Delivered by LANDATA®, timestamp 03/12/2025 16:00 Page 52 of 53

ANNEXURE 4

ROSLYNMEAD DFS

ANNEXURES

1	2
3	4

Outlet
RO 6693A

CHL 10/23

LAND IN SCHEME

CROWN LAND

NIS

NOT IN SCHEME

DAD149603P-52-4

AD149603P
30/09/2004 $0 244

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FOURTH SCHEDULE

Meetings of landowners

1. The **Committee** may at any time, or the **secretary** upon the request in writing of at least 10% of the **landowners**, must call a general meeting of all **landowners**. Any such meeting called by the **landowners** shall be held upon such date determined by the **Committee** but as soon as possible after receipt by the secretary of such request. Fourteen (14) days notice of the date, place and business of the meeting shall be given to the **landowners**.

2. A quorum for a general meeting shall be 20% of **landowners** entitled to be present and vote.

3. Except in the case of joint **landowners**, all **landowners** shall be entitled to one vote at any meeting. Where there are joint **landowners** only one of them may vote in person or by proxy and if both vote then only the vote of the person whose name is the first name in the Agreement or on the Register can be counted.

4. The Chairperson of the **Committee** shall be the chairperson of the annual general meeting or any general meeting of **landowners** or in the Chairperson's absence the meeting shall elect one of the **landowners** to chair such meeting.

5. A question arising at a meeting shall be determined by a majority of votes of members present and voting on that question, and if voting is equal, the person presiding has a casting as well as a deliberative vote.

6. A **landowner** can appoint in writing another person to act as a proxy at any meeting.

7. The **secretary** shall be responsible for keeping minutes of any general meeting of the **landowners**.

8. The Chairperson of the meeting can otherwise determine procedures at any meeting of **landowners**.

DAD149603P-53-8

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30/09/2004 $0 244

AC972017G

47

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28/07/2006 $94.60 173

OFFICE OF TITLES L.J.E. VICTORIA

Section 181

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

Planning and Environment Act 1987

Lodged by:

Name: ROBERTSON HYETTS

Phone:

Address:

Ref:

Customer Code: 1004K

Privacy Collection Statement

The information under this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry.

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: Lot 2 on plan of subdivision PS547702Q being part of the land contained in certificate of title volume 8814 folio 392

Authority: ~~Shire of~~ SHIRE COUNCIL Campaspe of cnr Hare and Heygarth Streets, Echuca 3556

NOW 10960-280 LJE 1/9/06

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

A copy of the Agreement is attached to this Application.

Signature for the Authority:

Name of Officer: Wayne Harvey
Chief Executive Officer
Shire of Campaspe
Cnr Hare & Heygarth Sts
Echuca Victoria

Date: 13-07-06

LJE 1/9/06

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SHIRE OF CAMPASPE

and

CRAIG ANDREW WORME

AGREEMENT UNDER SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987

Robertson HYETTS
SOLICITORS
representing your best interests
386 Hargreaves Street, Bendigo
PO Box 337, Bendigo 3552
Ausdoc DX 55009 Bendigo
Telephone: (03) 5443 1766
Facsimile: (03) 5442 3405
Email: rhs@robertsonhyetts.com.au
www.robertsonhyetts.com.au

AE510045C
28/07/2006 $94.60 173

JMB-112549-3-2-V1:JMB

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AGREEMENT

TABLE OF CONTENTS

Clause **Page No.**

1. DEFINITIONS 1
2. INTERPRETATION 2
3. AGREEMENT UNDER SECTION 173 OF THE ACT 3
4. COMMENCEMENT OF AGREEMENT 3
5. SUCCESSORS IN TITLE 3
6. OWNER'S COVENANTS 3
7. NOTICES 3
8. GENERAL 4

AE510045C
28/07/2006 $94.60 173

Delivered by LANDATA®, timestamp 03/12/2025 16:02 Page 4 of 8

AGREEMENT

THIS AGREEMENT is made the 13th day of July 2006
pursuant to Section 173 of the Planning & Environment Act 1987

PARTIES

SHIRE OF CAMPASPE cnr Hare and Heygarth Streets, Echuca Vic 3564

("Council")

AND

CRAIG ANDREW WORME of RSD Hunter, Via Elmore 3558

("Owner")

RECITALS

A. The Council is the Responsible Authority pursuant to the Act for the Planning Scheme.

B. The Owner is the registered proprietor of the land described in Certificate of Title Volume 8814 Folio 392 ("the Subject Land").

C. On 19 January 2006 the Council issued Planning Permit No. 2006-017 allowing for the subdivision of the Subject Land generally in accordance with the plans endorsed under condition 1 of the Planning Permit.

D. Condition 7 of the Planning Permit requires the Owner to enter into this Agreement to provide as follows:

"Before the issue of a statement of compliance the owner must enter into an agreement pursuant to Section 173 of the *Planning and Environment Act* 1987, in a form to the satisfaction of the Responsible Authority, and at the owners expense, containing a covenant that proposed lot 2 will not be further subdivided into lots of less than 40 hectares."

E. The Owner and the Council enter into this Agreement to give effect to condition 7 of the Planning Permit.

IT IS AGREED THAT:

1. DEFINITIONS

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

"Act" means the *Planning and Environment Act* 1987;

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

"Endorsed Plans" means the plan or plans endorsed with the stamp of Council from time to time as the plans which form part of the Planning Permit;

AE510045C 28/07/2006 $94.60 173

"**Lot**" means a lot shown on the Endorsed Plans;

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

"**party**" or "**parties**" means the Owner and Council under this Agreement as appropriate;

"**Planning Permit**" means the Planning Permit referred to in Recital C of this Agreement;

"**Planning Scheme**" means the Campaspe Planning Scheme and any other planning scheme which applies to the Subject Land;

"**Statement of Compliance**" means a Statement of Compliance issued pursuant to Section 21 of the *Subdivision Act* 1988 in relation to the subdivision of the Subject Land;

"**Subject Land**" means the land being proposed lot 2 LP 86931 Parish of Turmberry North, commonly known as 152 Chrystal Road, Torrumbarry and being the land referred to in Certificate of Title Volume 8814 Folio 392 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it. 6.1

2. INTERPRETATION

In this Agreement, unless the context admits otherwise:

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 or other corporate body and that person's 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 shall include any statutes amending, consolidating or replacing them and any regulations made under such statutes;

2.6 all headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement;

2.7 the Recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals;

2.8 a reference to the words "Planning Scheme" includes any planning control in the form of or similar to a planning scheme and being a successor to the Campaspe Planning Scheme;

AE510045C
28/07/2006 $94.60 173

3. AGREEMENT UNDER SECTION 173 OF THE ACT

The Council and the Owner 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 as a Deed pursuant to Section 173 of the Act.

4. COMMENCEMENT OF AGREEMENT

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

5. SUCCESSORS IN TITLE

It is intended that the covenants hereafter shall run with the land and Council shall have the power to enforce the covenants against any person or persons deriving title from the Owner.

6. OWNER'S COVENANTS

The Owner covenants and agrees as follows

6.1 Subdivision

The Owner and any successive owner of lot 2 on proposed plan of subdivision PS547702Q or any part thereof will not subdivide or further subdivide the said lot or any part thereof into lots of a size that is less than 40 hectares;

6.2 Compliance

To take all necessary steps to comply with the obligations of each and every clause of this Agreement;

6.3 Registration

To do all things necessary to enable the Council to register notification of this Agreement against the title or titles to the land in accordance with Section 181 of the Act.

6.4 Mortgagee to be bound

To obtain the acknowledgement of and consent to this Agreement of any mortgagee, to be witnessed by its written endorsement on this Agreement.

6.5 Council's Costs to be Paid

To pay the Council's reasonable costs and expenses of and incidental to the preparation, execution, and registration of this Agreement.

7. NOTICES

7.1 Service of Notices

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

AE510045C
28/07/2006 $94.60 173

7.1.1 by delivering it personally to that party;

7.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or

7.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party or by hand delivery or prepaid post.

7.2 Time of Service

A notice or other communication is deemed served:

7.2.1 if delivered, on the next following business day;

7.2.2 if posted, on the expiration of two business days after the date of posting; or

7.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested re-transmission before the end of that business day.

8. GENERAL

8.1 Further Assurance

Each party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this Agreement.

8.2 No Waiver

Any time or other indulgence granted by the Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by the Council against the Owner shall not in any way amount to a waiver of any of the rights or remedies of the Council in relation to the terms of this Agreement.

8.3 Severability

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.

8.4 No Fettering of Powers of Council

It is acknowledged that this Agreement does not fetter or restrict the power or discretion of the Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

AE510045C
28/07/2006 $94.60 173

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8.5 Alteration of Agreement

This Agreement may only be altered or modified by a subsequent agreement in writing executed under seal of the Council and signed by the Owner

8.6 Ending of Agreement

This Agreement shall end in accordance with Section 177 of the Act upon agreement by the parties to this Agreement.

IN CONFIRMATION of their agreement the parties have executed this Agreement on the date set out at the commencement of the Agreement.

SIGNED SEALED AND DELIVERED by)
CRAIG ANDREW WORME in the presence of:) .....

.....
Witness

THE COMMON SEAL of the **SHIRE OF**)
CAMPASPE was hereunto affixed on the)
13th day of July 2006)
in the presence of:)

.....
Councillor

.....
Councillor

.....
Chief Executive Officer

AE510045C
28/07/2006 $94.60 173

MORTGAGEE'S CONSENT

National Australia Bank as Mortgagee under Mortgage no. AD373362H which encumbers the Subject Land consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.

For and on behalf of NATIONAL AUSTRALIA)
BANK LIMITED by its Attorney)
ANGE ZERELLA)
under Power of Attorney dated 28/2/91) .....
a certified copy of which is filed in Permanent) Manager
Order Book 277 at Page 3) who states that) National Australia Bank Limited
he/she holds the office in the Bank indicated)
under his/her signature in the presence of)

JMB-112549-3-2-V1:JMB

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CROWN FOLIO STATEMENT

VOLUME 11777 FOLIO 327 Security no : 124130451301L
No CofT exists Produced 03/12/2025 02:31 PM

CROWN FOLIO

LAND DESCRIPTION

Crown Allotment 18A Section 3 Parish of Turrumberry North.
Created by instrument MI210425M 06/08/2016

CROWN LAND ADMINISTRATOR

SECRETARY TO THE DEPARTMENT OF ENVIRONMENT, LAND, WATER AND PLANNING of 8
NICHOLSON STREET EAST MELBOURNE VIC 3002
MI210425M 06/08/2016

STATUS, ENCUMBRANCES AND NOTICES

DIAGRAM LOCATION

SEE CD081402F 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: BAILLIEU ROAD TORRUMBARRY VIC 3562

DOCUMENT END

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CROWN DIAGRAM

CD081402F

Location of Land

Parish : TURRUMBERRY NORTH
Section : 3
Allotment : 18A

This plan has been created to assist in locating a Crown land parcel

Warning: No warranty is given as to the accuracy or completeness of this plan

Any derived dimensions are approximate

Standard Parcel Identifier (SPI) : 18A~3\PP3663

Vicmap Parcel PFI : 45055887

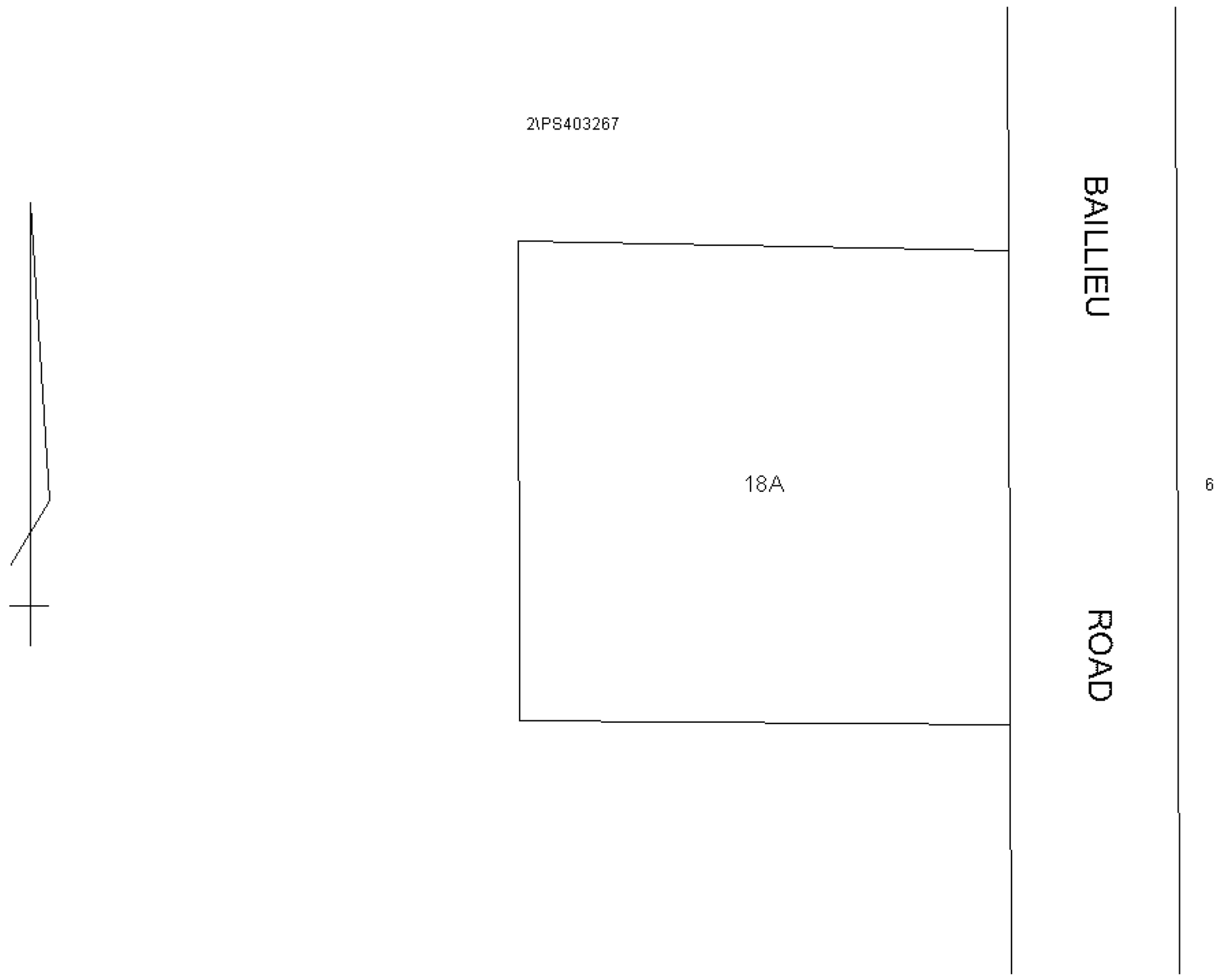
Coordinate Position

MGA : 279570, 6004710 (55)

Vicroads Directory Reference : 31 A3 (ed. 6)

Compiled from VICMAP cadastral mapping data

Date: 22/05/2009



SCALE
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METRES

Sheet 1 of 1 Sheets

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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 08738 FOLIO 580 Security no : 124130451291W
Produced 03/12/2025 02:31 PM

LAND DESCRIPTION

Crown Allotment 23 Section 3 and Crown Allotment 24 Section 3 Parish of Turrumberry North.
PARENT TITLE Volume 03900 Folio 959
Created by instrument D131956 15/07/1968

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
MCLEAN FARMS AUSTRALIA PTY LTD of 385 FELTON ROAD PITTSWORTH QLD 4356
AZ324056B 27/06/2025

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AZ324058W 27/06/2025
NATIONAL AUSTRALIA BANK LTD

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

DIAGRAM LOCATION

SEE TP377559A 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 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 03/07/2025

DOCUMENT END

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TITLE PLAN		EDITION 1	TP 377559A

Location of Land

Parish: TURRUMBERRY NORTH
Township:
Section: 3
Crown Allotment: 23, 24
Crown Portion:

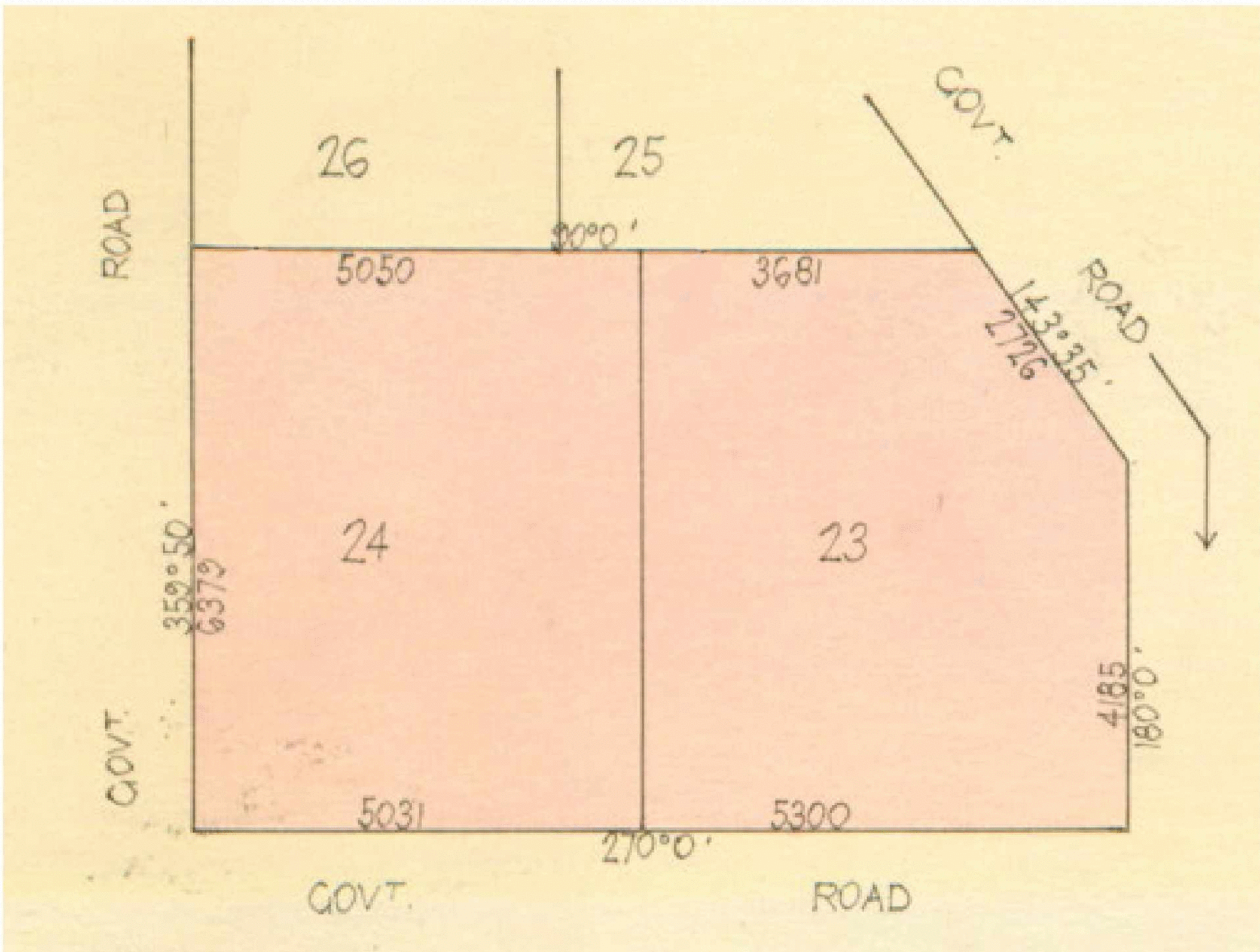
Last Plan Reference:
Derived From: VOL 8738 FOL 580
Depth Limitation: NIL

Notations

ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN

Description of Land / Easement Information

THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT
COMPILED: 31/03/2000
VERIFIED: BH



TOTAL AREA = 641A 3R 17P

LENGTHS ARE IN LINKS	Metres = 0.3048 x Feet Metres = 0.201168 x Links		Sheet 1 of 1 sheets

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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 08814 FOLIO 393 Security no : 124130451295S
Produced 03/12/2025 02:31 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 086931.
PARENT TITLE Volume 08597 Folio 698
Created by instrument D626147 04/02/1970

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
MCLEAN FARMS AUSTRALIA PTY LTD of 385 FELTON ROAD PITTSWORTH QLD 4356
AZ324056B 27/06/2025

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AZ324057Y 27/06/2025
NATIONAL AUSTRALIA BANK LTD

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 or imaged folio set out under DIAGRAM LOCATION below.

AGREEMENT Section 244 Water Act 1989
AD149603P 30/09/2004

DIAGRAM LOCATION

SEE LP086931 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 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 03/07/2025

DOCUMENT END

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LP86931
EDITION 1
APPROVED 18/11/69

G

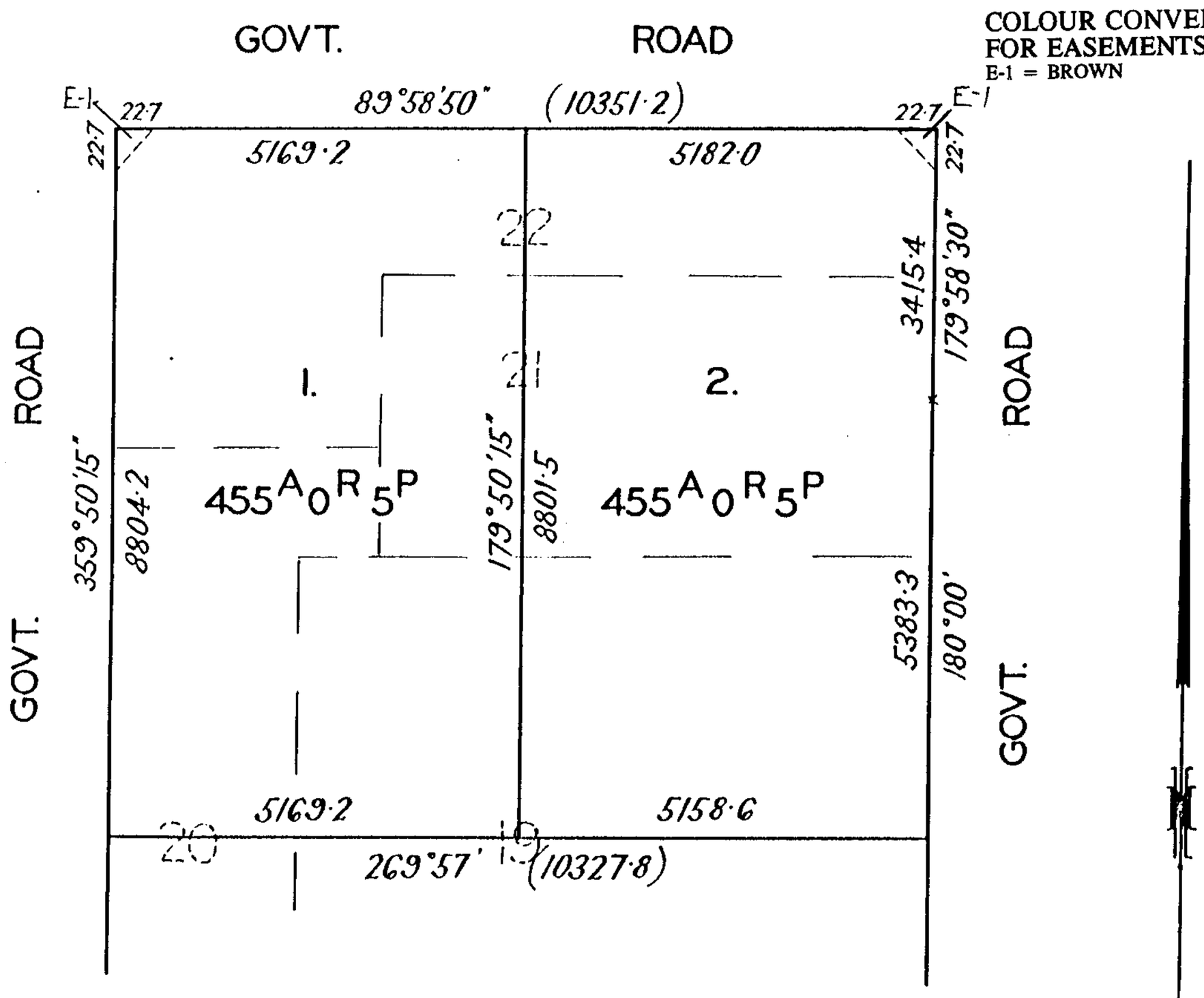
PLAN OF SUBDIVISION OF:
CROWN ALLOTMENTS 21 & 22
AND PART OF CROWN ALLOTS.
19 & 20 SECTION 3
PARISH: TURRUMBERRY NORTH
COUNTY: GUNBOWER
SCALE OF Chains 0 20 40 60

APPROPRIATIONS

Brown - Carriageway purposes as shown.

Certificate of Title - Vol. 8597 Fol. 698.

COLOUR CONVERSION FOR EASEMENTS
E-1 = BROWN



CONSENT OF COUNCIL

24th October 69

Delis Black
C. W. Macauley

SURVEYORS CERTIFICATION

I certify that this plan has been made by R.J.G. Cleeland L.S. *and accords with Title* ..... *and is mathematically correct* and is based on survey.

Roger J.G. Cleeland
Licensed Surveyor
30th June 1969.

FOR APPROPRIATIONS, ETC.
SEE BACK HEREOF

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LODGED BY .....

DATE 3.11.69

DECLARED BY R.J.G. CLEELAND 30.6.69

CONSENT OF COUNCIL SHIRE OF ROCHESTER

24.10.69

PLAN APPROVED DATE 18.11.69 TIME 10.19

LP 86931

BACK OF SHEET 1

THE LAND COLOURED BROWN
APPROPRIATED OR SET APART
FOR EASEMENTS OF WAY

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

VOLUME 10310 FOLIO 224 Security no : 124130451297Q
Produced 03/12/2025 02:31 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 403267M.
PARENT TITLE Volume 09406 Folio 601
Created by instrument PS403267M 17/12/1996

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
MCLEAN FARMS AUSTRALIA PTY LTD of 385 FELTON ROAD PITTSWORTH QLD 4356
AZ324056B 27/06/2025

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AZ324057Y 27/06/2025
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AGREEMENT Section 244 Water Act 1989
AD149603P 30/09/2004

DIAGRAM LOCATION

SEE PS403267M FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

ADMINISTRATIVE NOTICES

NIL

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PLAN OF SUBDIVISION

STAGE No.

LTO USE ONLY
EDITION 1

PLAN NUMBER
PS 403267M

LOCATION OF LAND

PARISH: TURRUMBERRY NORTH

TOWNSHIP: ———

SECTION: 3

CROWN ALLOTMENT: 18 & PARTS OF 17, 19 & 20

CROWN PORTION: ———

LTO BASE RECORD: DCMB
TITLE REFERENCES: VOL.9406 FOL.601

LAST PLAN REFERENCE/S: LOT 2(PART) LP69710

POSTAL ADDRESS: ROSLYNMEAD-TORRUMBARRY ROAD
(At time of subdivision) TORRUMBARRY, VIC.3562

AMG Co-ordinates (of approx centre of land in plan) **E** 278 500 **N** 6 004 500 **ZONE** 55

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME: SHIRE OF CAMPASPE REF: SUB 602

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 12 / 8 / 96

~~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~~/is not a staged subdivision.
Planning permit No. 82-95-060

DEPTH LIMITATION

DOES NOT APPLY

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

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	WATER SUPPLY	23	INSTR.No H409355	VOL.3534 FOL.662

LTO USE ONLY
STATEMENT OF COMPLIANCE/
EXEMPTION STATEMENT

RECEIVED ✓

DATE 2 / 12 / 96

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PLAN REGISTERED
TIME 4·10 PM
DATE 17 / 12 / 96

Assistant Registrar of Titles

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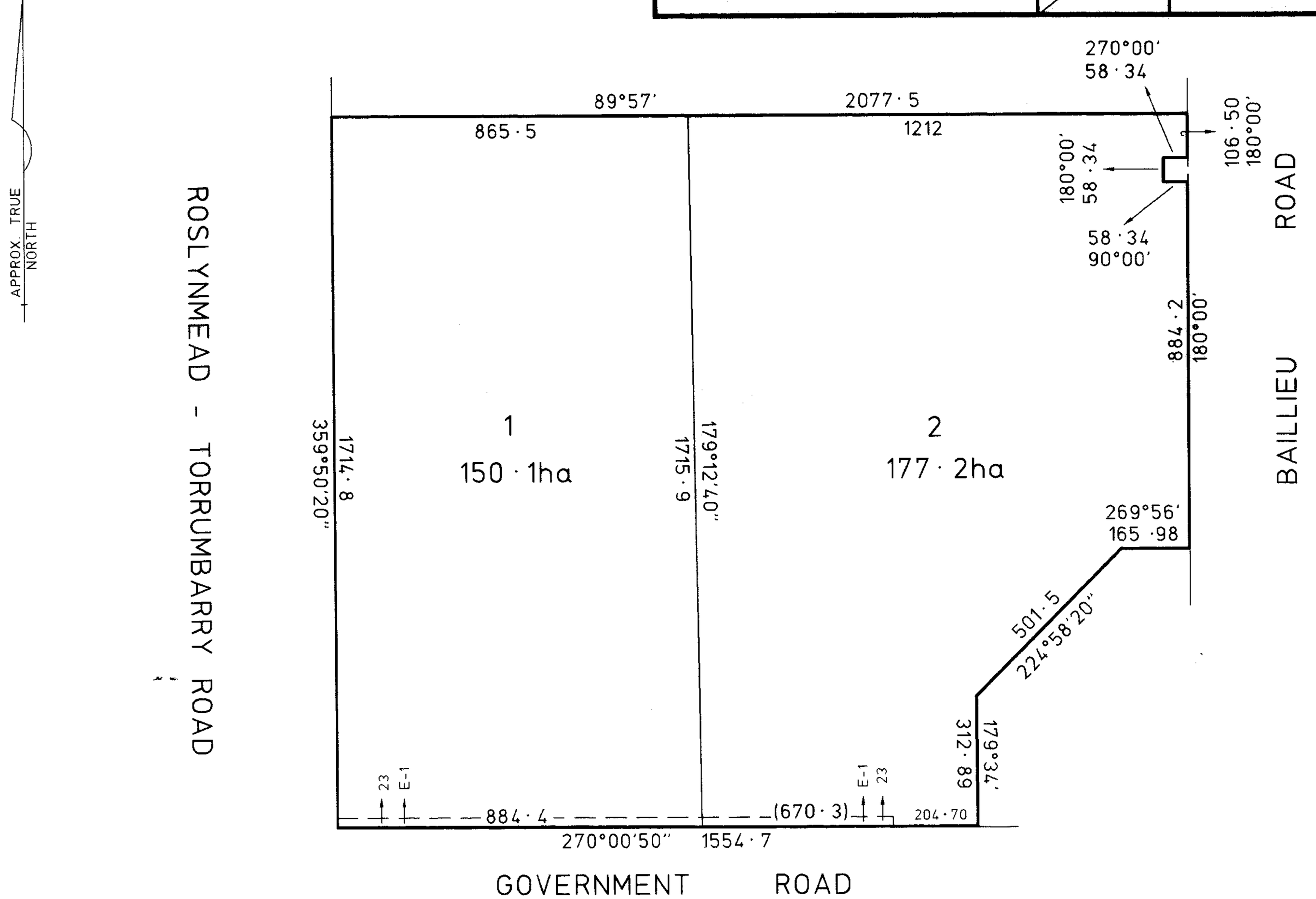
SIGNATURE ..... DATE 9 / 7 / 96
REF S1303 VERSION 1

DATE 12 / 8 / 96
COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

"Reverse image inkjet"

PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS 403267M



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SCALE
100 0 100 200 300 400 500
LENGTHS ARE IN METRES

ORIGINAL	
SCALE	SHEET SIZE
1:10000	A3

LICENSED SURVEYOR (PRINT) M.F.LANGENBACHER
SIGNATURE ..... DATE / /
REF S1303 VERSION 1

SHEET 2 OF 2 SHEETS
.....
DATE / /
COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

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

VOLUME 10310 FOLIO 225 Security no : 124130451298P
Produced 03/12/2025 02:31 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 403267M.
PARENT TITLE Volume 09406 Folio 601
Created by instrument PS403267M 17/12/1996

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
MCLEAN FARMS AUSTRALIA PTY LTD of 385 FELTON ROAD PITTSWORTH QLD 4356
AZ324056B 27/06/2025

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AZ324057Y 27/06/2025
NATIONAL AUSTRALIA BANK LTD

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 PS403267M FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

ADMINISTRATIVE NOTICES

NIL

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Effective from 03/07/2025

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PLAN OF SUBDIVISION

STAGE No.

LTO USE ONLY
EDITION 1

PLAN NUMBER
PS 403267M

LOCATION OF LAND

PARISH: TURRUMBERRY NORTH

TOWNSHIP: ———

SECTION: 3

CROWN ALLOTMENT: 18 & PARTS OF 17, 19 & 20

CROWN PORTION: ———

LTO BASE RECORD: DCMB
TITLE REFERENCES: VOL.9406 FOL.601

LAST PLAN REFERENCE/S: LOT 2(PART) LP69710

POSTAL ADDRESS: ROSLYNMEAD-TORRUMBARRY ROAD
(At time of subdivision) TORRUMBARRY, VIC.3562

AMG Co-ordinates (of approx centre of land in plan) **E** 278 500 **N** 6 004 500 **ZONE** 55

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME: SHIRE OF CAMPASPE REF: SUB 602

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 12 / 8 / 96

~~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~~/is not a staged subdivision.
Planning permit No. 82-95-060

DEPTH LIMITATION

DOES NOT APPLY

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

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	WATER SUPPLY	23	INSTR.No H409355	VOL.3534 FOL.662

LTO USE ONLY
STATEMENT OF COMPLIANCE/
EXEMPTION STATEMENT

RECEIVED ✓

DATE 2 / 12 / 96

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PLAN REGISTERED
TIME 4·10 PM
DATE 17 / 12 / 96

Assistant Registrar of Titles

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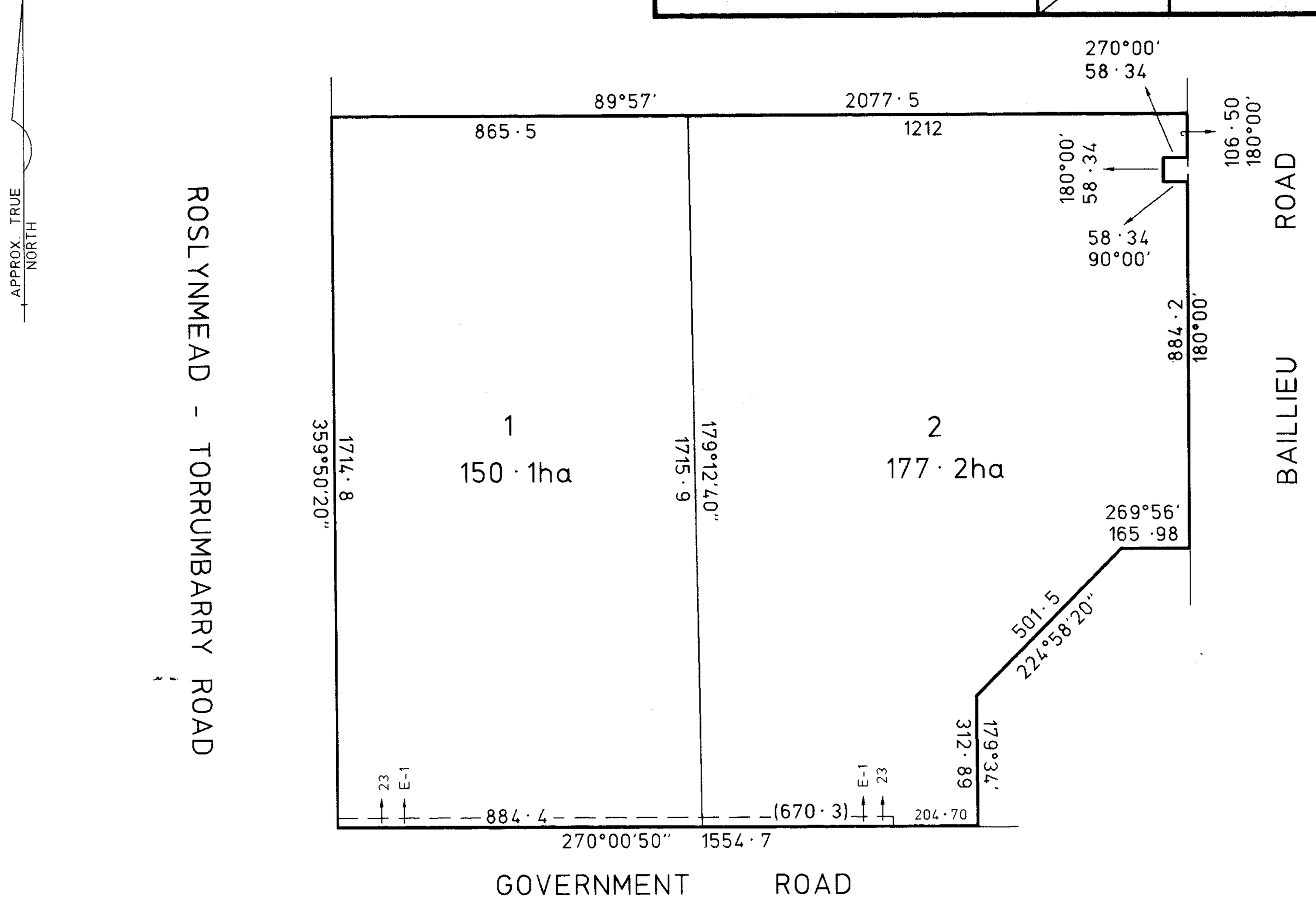
LICENSED SURVEYOR (PRINT) M.F.LANGENBACHER
SIGNATURE ..... DATE 9 / 7 / 96
REF S1303 VERSION 1

DATE 12 / 8 / 96
COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

"Reverse image inkjet"

PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS 403267M



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SCALE
100 0 100 200 300 400 500
LENGTHS ARE IN METRES

ORIGINAL	
SCALE	SHEET SIZE
1:10000	A3

LICENSED SURVEYOR (PRINT) M.F.LANGENBACHER
SIGNATURE ..... DATE / /
REF S1303 VERSION 1

SHEET 2 OF 2 SHEETS
.....
DATE / /
COUNCIL DELEGATE SIGNATURE

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

VOLUME 10796 FOLIO 168 Security no : 124130451307E
Produced 03/12/2025 02:31 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 404891J.
PARENT TITLE Volume 09789 Folio 483
Created by instrument PS404891J 22/04/2004

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
MCLEAN FARMS AUSTRALIA PTY LTD of 385 FELTON ROAD PITTSWORTH QLD 4356
AZ324056B 27/06/2025

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AZ324057Y 27/06/2025
NATIONAL AUSTRALIA BANK LTD

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
AL621863K 14/01/2015

AGREEMENT Section 173 Planning and Environment Act 1987
AR411032B 03/09/2018

DIAGRAM LOCATION

SEE PS404891J FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

ADMINISTRATIVE NOTICES

NIL

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PLAN OF SUBDIVISION

STAGE No.

LTO USE ONLY
EDITION 2

PLAN NUMBER
PS 404891J

LOCATION OF LAND

PARISH: TURRUMBERRY NORTH
TOWNSHIP: ——
SECTION: 2
CROWN ALLOTMENT: 19 & 5(PART) 7(PART)
SECTION: 3
CROWN ALLOTMENT: 25 & 26
SECTION: A
CROWN ALLOTMENT: 9(PART) 9A(PART) & 20(PART) & CROWN PRE-EMPTIVE (PARTS)

LTO BASE RECORD:
TITLE REFERENCES: VOL.9789 FOL.483
LAST PLAN REFERENCE/S: PC 166516N
POSTAL ADDRESS: (At time of subdivision) TORRUMBARRY ESTATE BAILLIEU ROAD TORRUMBARRY VIC. 3616
AMG Co-ordinates (of approx centre of land in plan) **E** 280 700 **N** 6 008 500 **ZONE** 55

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME: SHIRE OF CAMPASPE REF: 99-095

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 21/ 6 /99
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 / /~~

Re-certified under Section 11(7) of the Subdivision Act 1988.
Council Delegate
~~Council Seal~~
Date 16/ 3 /04

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

NOTATIONS

STAGING This ~~is~~/is not a staged subdivision. Planning permit No. 82-99-095

DEPTH LIMITATION

DOES NOT APPLY

THE DIMENSIONS OF LOT 1 ,THE SMALL PART OF LOT 2 AND THE CONNECTION 53°34' 542·4 ARE THE RESULTS OF THIS SURVEY·

LOT 2 CONSISTS OF 7 PARTS

THE AREA OF LOT 2 HAS BEEN DETERMINED BY DEDUCTION FROM TITLE.

SURVEY. THIS PLAN IS/~~IS NOT~~ BASED ON SURVEY

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s) 13 AND 48 IN PROCLAIMED SURVEY AREA No. ——

EASEMENT INFORMATION

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

LOT 2 IN THIS PLAN HAS AN APPURTENANT EASEMENT FOR PIPELINES OR ANCILLARY PURPOSES OVER PART OF THE LAND IN VOL. 9791 FOL. 343 (E-1 & E-2) RECORDED BY AP136559H.

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
	SEE SHEET	2	FOR	EASEMENT DETAILS

LTO USE ONLY
STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT
RECEIVED ☑
DATE 13/ 4 /04

LTO USE ONLY
PLAN REGISTERED
TIME 8·40 am
DATE 22/ 4 /04
Assistant Registrar of Titles

SHEET 1 OF 6 SHEETS

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P.O. BOX 586 ECHUCA 3564. TEL (03) 54821699

LICENSED SURVEYOR (PRINT) M.F.LANGENBACHER
SIGNATURE ..... DATE 26/ 2/04
REF S3823 VERSION 5

DATE 16/ 3 /04
COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

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"Reverse image inkjet"

PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS 404891J

EASEMENT INFORMATION

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	POWERLINE	SEE PLAN	THIS PLAN SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000.	POWERCOR
E-2	CARRIAGEWAY	SEE PLAN	LP 69483	LOTS ON LP 69483
E-3	WATER SUPPLY	3	LP 207616W	LOTS ON LP 207616W
E-4	WATER SUPPLY	3	LP 207616W	LOTS ON LP 207616W
E-4	ERODE FLOOD AND SUBMERGE	SEE PLAN	E 611291	STATE RIVERS AND WATER SUPPLY COMMISSION
E-5	ERODE FLOOD AND SUBMERGE	SEE PLAN	E 611291	STATE RIVERS AND WATER SUPPLY COMMISSION
E-6	WATER SUPPLY AND DRAINAGE	SEE PLAN	INST. 1475667	STATE RIVERS AND WATER SUPPLY COMMISSION
E-7	WATER SUPPLY AND DRAINAGE	SEE PLAN	INST. 1475667	STATE RIVERS AND WATER SUPPLY COMMISSION
E-7	ERODE FLOOD AND SUBMERGE	SEE PLAN	E 611291	STATE RIVERS AND WATER SUPPLY COMMISSION
E-8	WATER SUPPLY	SEE PLAN	N 506001 B	LOT 2 LP 209879B
E-8	WATER SUPPLY	SEE PLAN	N 511698 G	LOT 3 LP 209879B
E-8	WATER SUPPLY	SEE PLAN	N 492130 C	LOT 4 LP 209879B
E-8	WATER SUPPLY	SEE PLAN	N 492128 F	LOT 5 LP 209879B
E-8	WATER SUPPLY	SEE PLAN	N 554729 D	LOT 6 LP 209879B
E-8	WATER SUPPLY	SEE PLAN	N 693732 P	LOT 7 LP 209879B
E-8	WATER SUPPLY	SEE PLAN	P 346021 K	LOT 8 LP 209879B
E-8	WATER SUPPLY	SEE PLAN	P 368051 T	LOT 9 LP 209879B
E-8	WATER SUPPLY	SEE PLAN	P 422663 L	LOT 10 LP 209879B
E-9	WATER SUPPLY	SEE PLAN	LP 69481	LOTS ON LP 69481

IDEAS INTO ACTION
PLANRIGHT
HARLAND & LANGENBACHER P/L
P.O. BOX 586 ECHUCA 3564. TEL (03) 54821699

SCALE
0
LENGTH ARE IN METRES

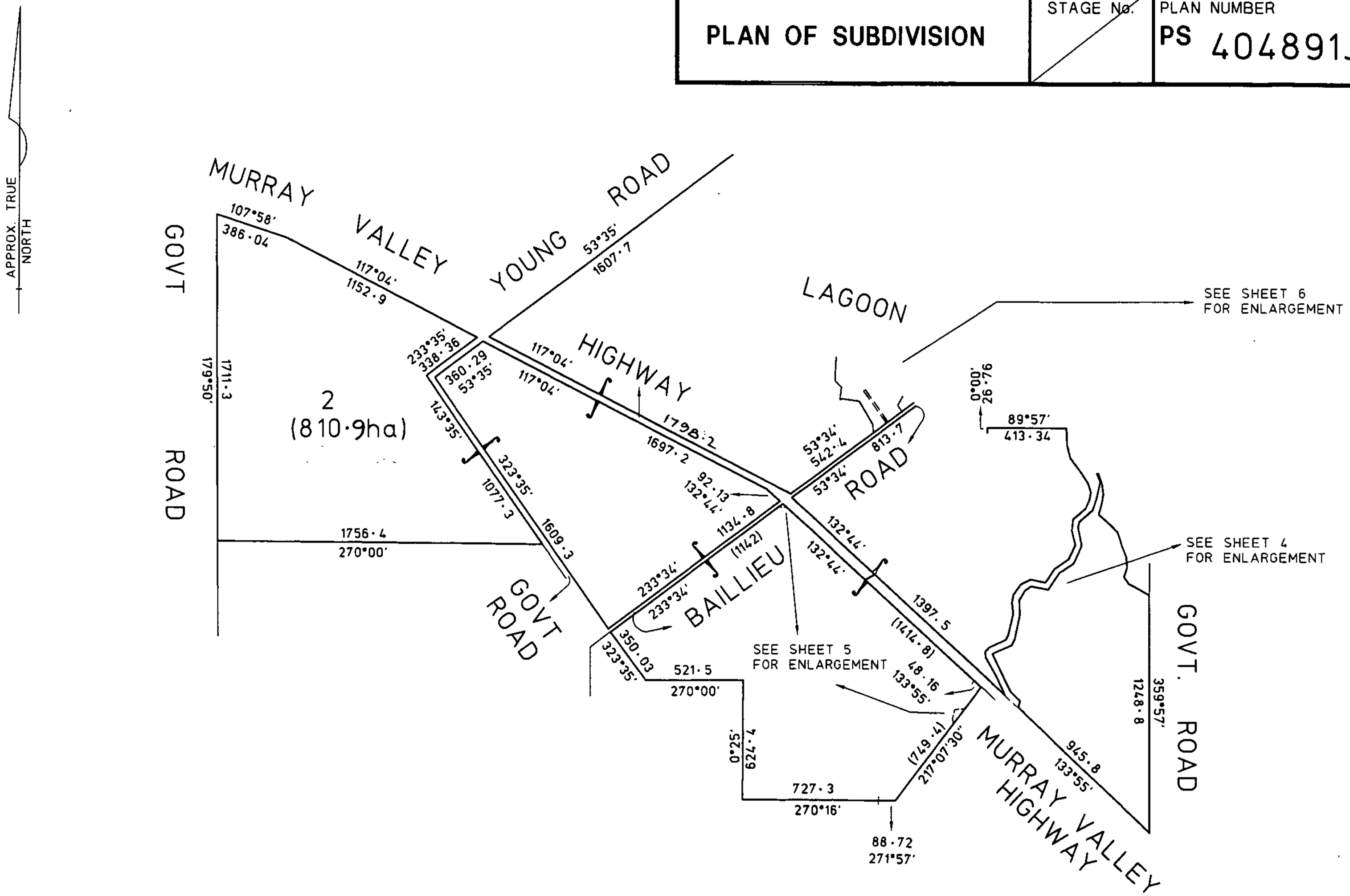
ORIGINAL
SCALE | SHEET SIZE A3

LICENSED SURVEYOR (PRINT) M.F.LANGENBACHER
SIGNATURE ..... DATE 26/2/04
REF S3823 VERSION 5

SHEET 2 OF 6 SHEETS
DATE 16/3/04
COUNCIL DELEGATE SIGNATURE

"Reverse image inkjet"

PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS 404891J



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SHEET 3 OF 6 SHEETS

DATE 16/2/04

COUNCIL DELEGATE SIGNATURE

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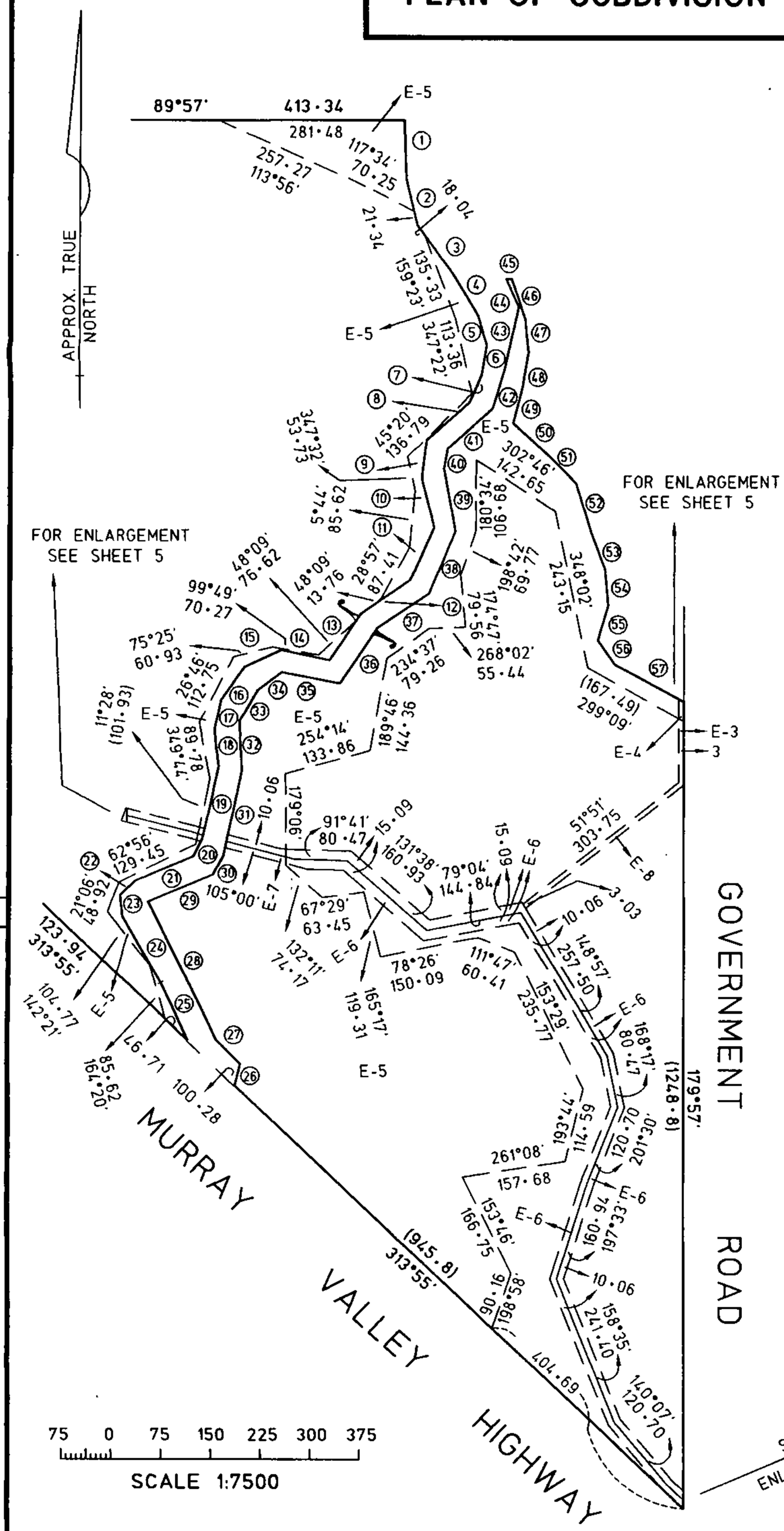
PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER
PS 404891J



SCHEDULE OF SHORT BOUNDARIES

No.	BEARING	DISTANCE	No.	BEARING	DISTANCE
1	177°32'00"	89·18	29	66°34'00"	110·56
2	165°56'00"	70·85	30	28°21'00"	34·20
3	143°51'00"	92·46	31	11°40'00"	132·97
4	148°26'00"	72·42	32	357°30'00"	77·91
5	162°58'00"	45·50	33	29°50'00"	53·57
6	189°14'00"	45·06	34	52°40'00"	45·36
7	205°07'00"	45·73	35	101°14'00"	89·68
8	228°30'00"	86·42	36	33°58'00"	103·20
9	186°37'00"	59·06	37	56°24'00"	94·05
10	165°45'00"	76	38	23°09'00"	102·52
11	204°41'00"	86·90	39	349°02'00"	95·70
12	235°34'00"	90·85	40	10°56'00"	31·52
13	214°14'00"	85·66	41	47°38'00"	91·91
14	282°20'00"	74·59	42	17°47'00"	60·79
15	244°40'00"	61·38	43	12°47'00"	95·11
16	214°29'00"	62·40	44	335°57'00"	46·52
17	190°37'00"	46·03	45	89°57'00"	8·29
18	174°14'00"	58·06	46	161°23'00"	63·58
19	192°04'00"	113·52	47	173°30'00"	50·86
20	207°35'00"	30·72	48	190°09'00"	50·80
21	246°18'00"	94·07	49	195°02'00"	57·52
22	225°48'00"	31·77	50	132°21'00"	77·19
23	174°32'00"	32·73	51	135°16'00"	56·48
24	150°41'00"	117·94	52	162°31'00"	77·65
25	155°21'00"	96·76	53	158°40'00"	58·04
26	13°19'00"	34·02	54	174°50'00"	56·30
27	316°01'00"	69·58	55	196°46'00"	54·73
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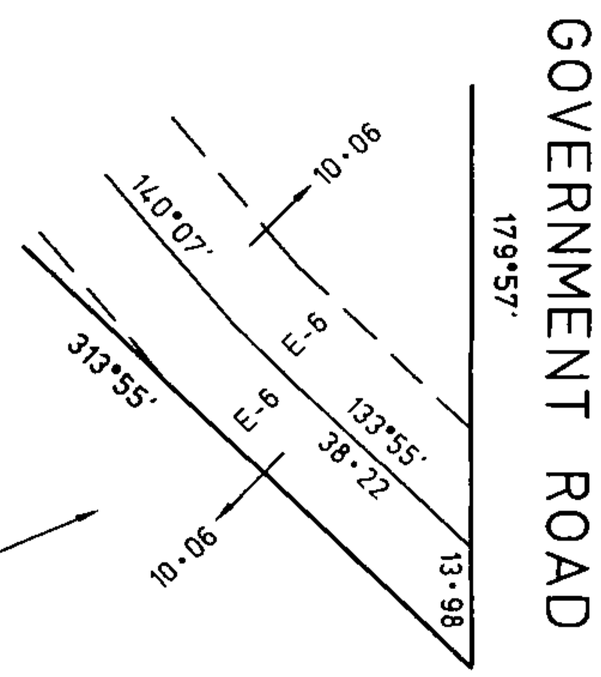
			57	118°17'00"	120·13



IDEAS INTO ACTION
PLANRIGHT
HARLAND & LANGENBACHER P/L
P.O. BOX 586 ECHUCA 3564. TEL (03) 54821699

SCALE	ORIGINAL		LICENSED SURVEYOR (PRINT) M.F.LANGENBACHER	SHEET 4 OF 6 SHEETS
0 LENGTH ARE IN METRES	SCALE AS SHOWN	SHEET SIZE A3	SIGNATURE ..... DATE 26/2/04	DATE 16/3/04
			REF S3823 VERSION 5	COUNCIL DELEGATE SIGNATURE

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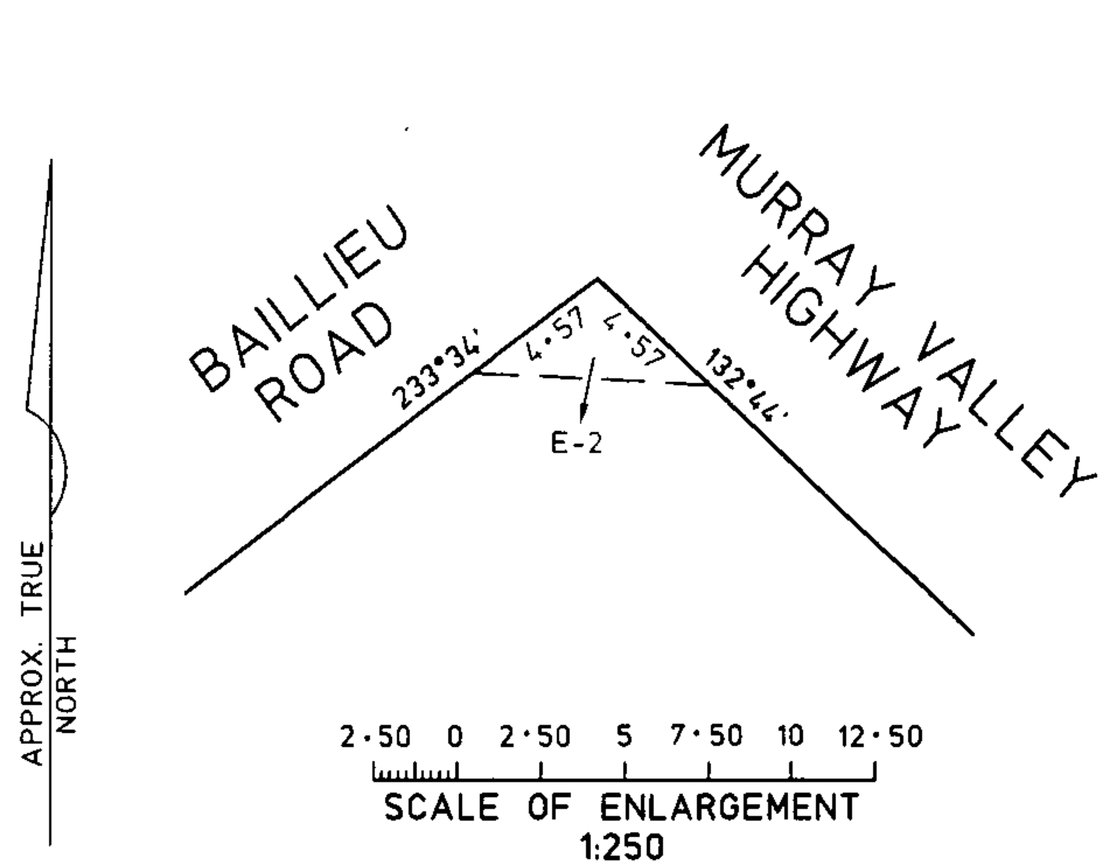
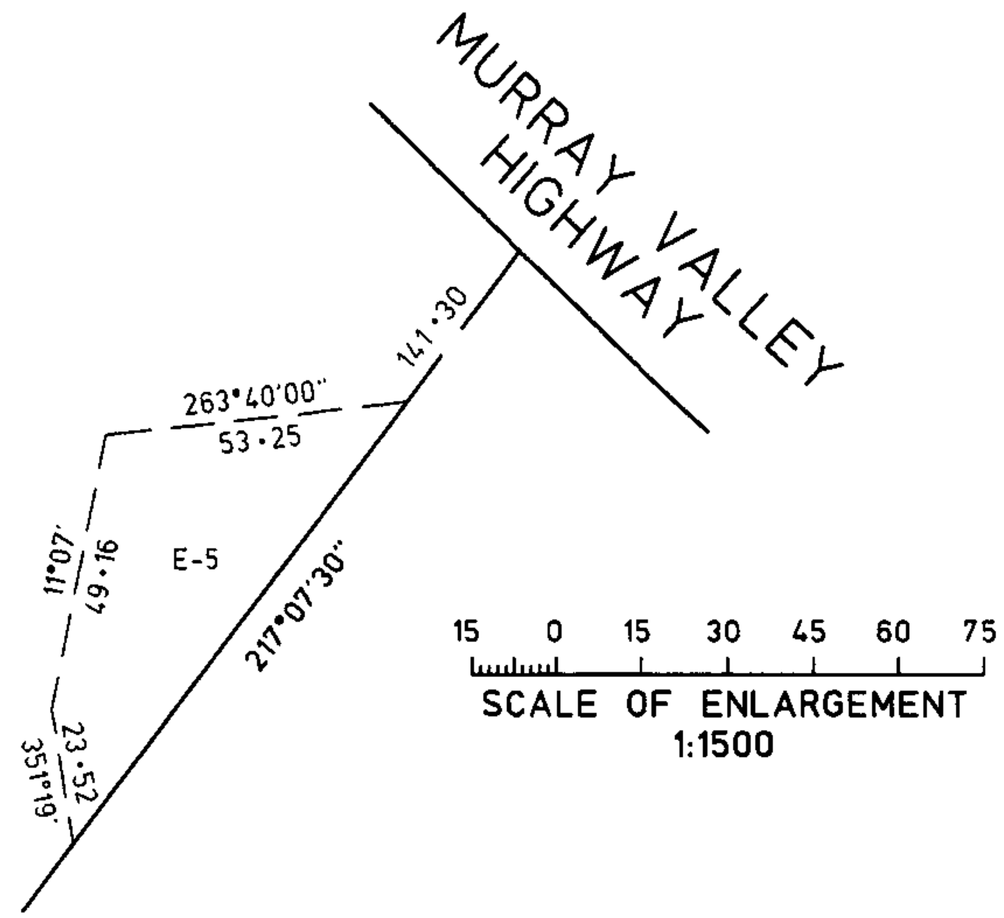
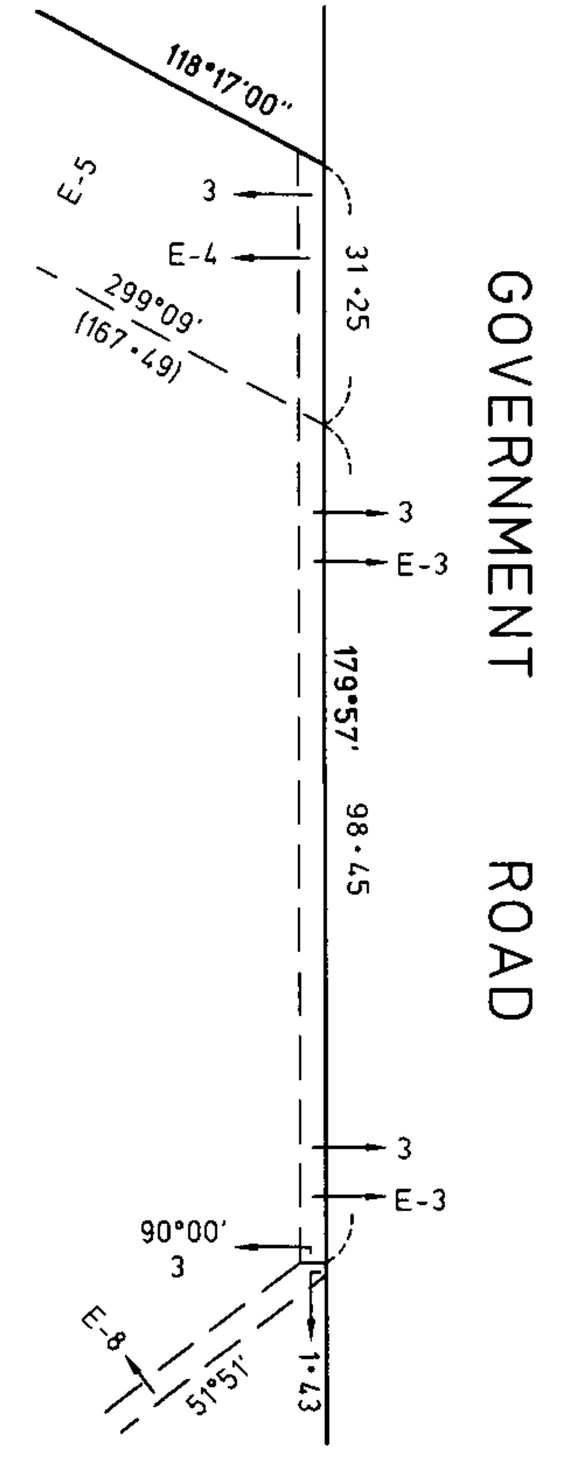
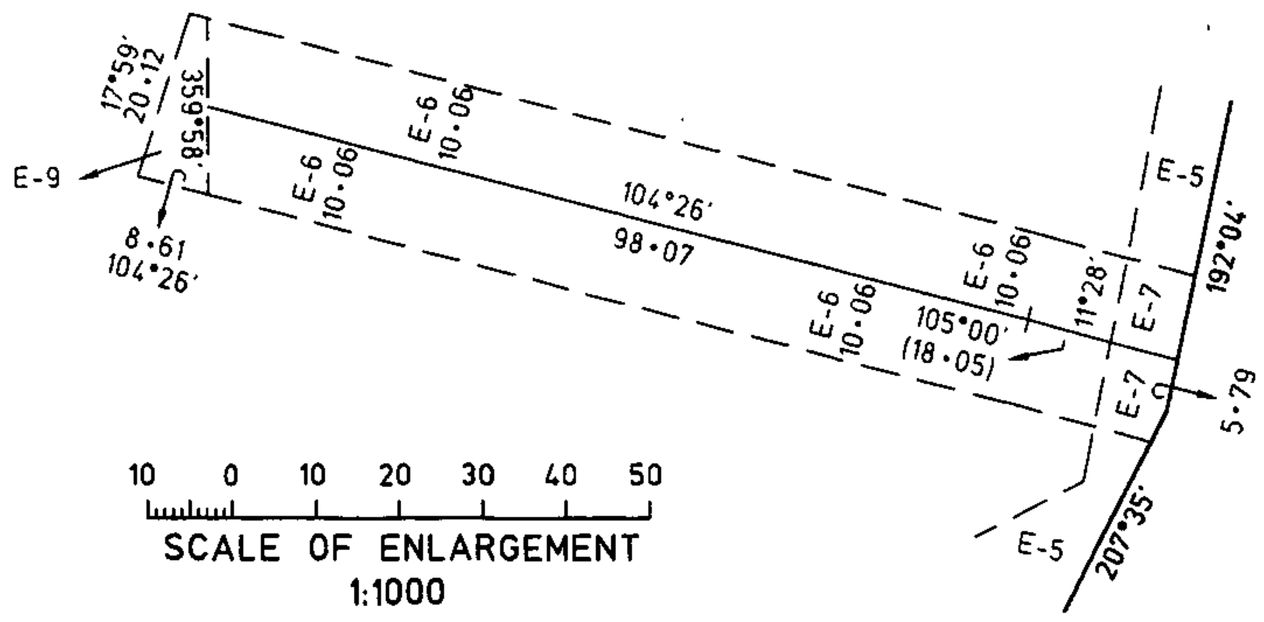
PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS 404891J









IDEAS INTO ACTION PLANRIGHT HARLAND & LANGENBACHER P/L P.O. BOX 586 ECHUCA 3564. TEL (03) 54821699	SCALE 0 LENGTHS ARE IN METRES	ORIGINAL SCALE AS SHOWN / SHEET SIZE A3	LICENSED SURVEYOR (PRINT) M.F.LANGENBACHER SIGNATURE ..... DATE 26/2/04 REF S3823 VERSION 5	SHEET 5 OF 6 SHEETS DATE 16/3/04 COUNCIL DELEGATE SIGNATURE

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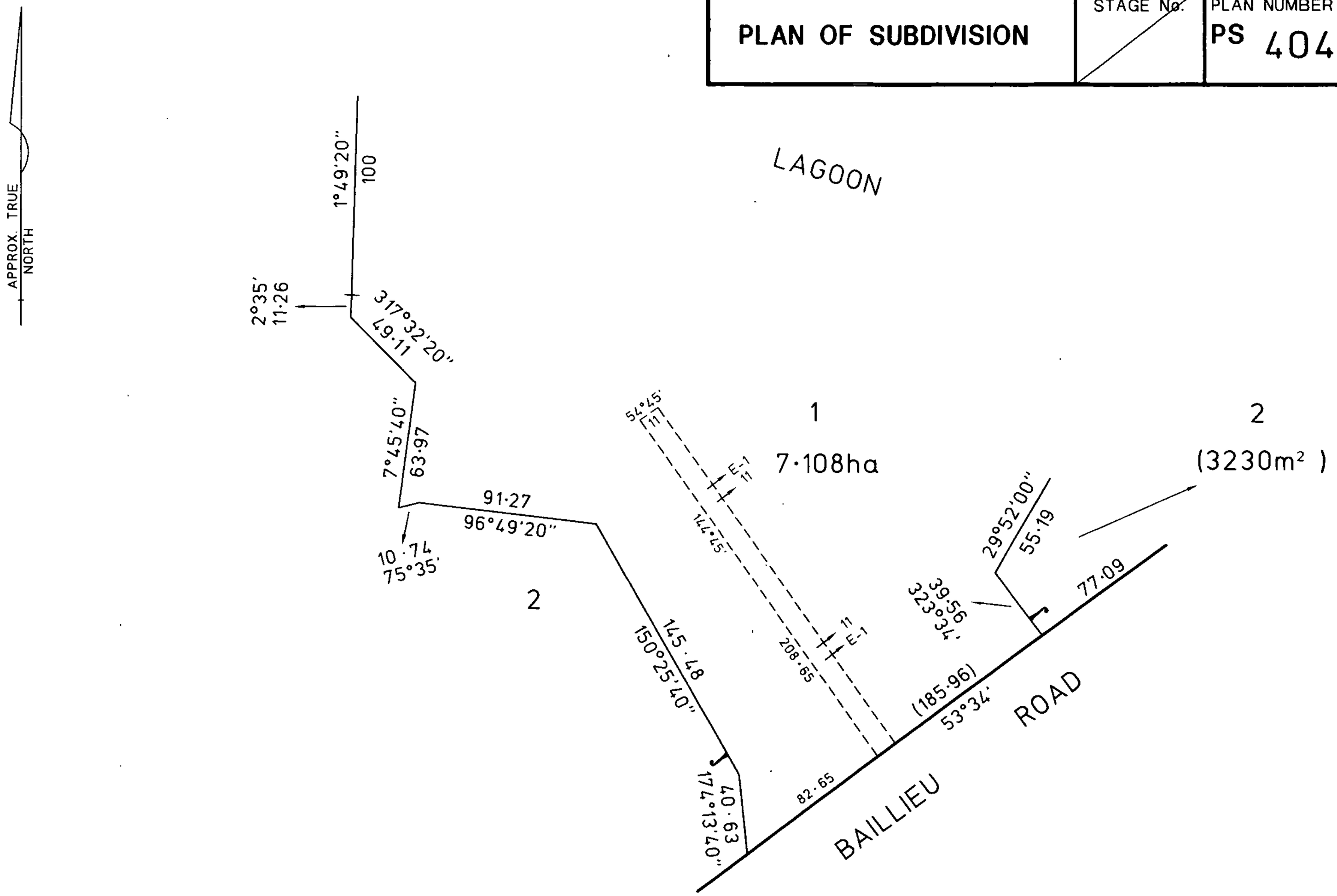
"Reverse image inkjet"

PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS 404891J



IDEAS INTO ACTION PLANRIGHT HARLAND & LANGENBACHER P/L P.O. BOX 586 ECHUCA 3564. TEL (03) 54821699	SCALE 20 0 20 40 60 80 100 LENGTHS ARE IN METRES	ORIGINAL SCALE 1:2000 SHEET SIZE A3	LICENSED SURVEYOR (PRINT) M.F.LANGENBACHER SIGNATURE ..... DATE 26/2/04 REF S3823 VERSION 5	SHEET 6 OF 6 SHEETS DATE 16/3/04 COUNCIL DELEGATE SIGNATURE

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MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS404891J

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LOT 2	--	APPURTENANT EASEMENTS ADDED	AP136559H	21/10/16	2	NL

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AL621863K

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

Section 181 Planning and Environment Act 1987

Lodged by:

Name: DAWES & VARY PTY LTD, Solicitors
Phone: 03 5482 2555
Address: 201 Hare Street
Echuca VIC 3564
Reference: MA:20143360
Customer Code: 1261N

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

Land: *(volume and folio)*

Volume 10796 Folio 168

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

CAMPASPE SHIRE COUNCIL of Corner Hare and Heygarth Streets, Echuca Vic 3564

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.

Date: 7 January 2015

Signature for Responsible Authority: .....

Name of Officer: *(full name)* KEITH OBERIN

Form 18

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone: 8636-2010

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AL621863K

D&V
LAWYERS

CAMPASPE SHIRE COUNCIL
("the Council")

AND

CKS AUSTRALIA PTY LTD (ACN 108 962 607)
("the Owner")

AGREEMENT PURSUANT TO SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987 AND SECTION 121 OF THE ROAD MANAGEMENT ACT

Property: Baillieu Road, Torrumbarry

Dawes & Vary Pty Ltd
Solicitors
201 Hare Street
ECHUCA VIC 3564
DX 62501 ECHUCA
Tel: 03 5482 2555
Fax: 03 5482 5739
Ref: MA:CR:20143360

K:\docs\20143360\1158899.doc

Delivered by LANDATA®, timestamp 03/12/2025 16:02 Page 3 of 34

Table of Contents

1. BACKGROUND 1
2. DEFINITIONS 2
3. INTERPRETATION 3
4. STATUTORY AGREEMENT 4
5. COMMENCEMENT OF THE AGREEMENT 4
6. OWNERSHIP OF THE ASSET 4
7. ASSET RESPONSIBILITY 5
8. USE OF ASSET 5
9. INSPECTIONS BY THE OWNER 5
10. INPECTIONS BY COUNCIL 6
11. WORKS 6
12. REPLACEMENT 8
13. SALE OR TRANSFER OF THE LAND 8
14. INSURANCE 8
15. RELEASE, LIMITATION OF LIABILITY AND INDEMNITY 9
16. BREACH AND TERMINATION 13
17. DEFAULT OF OWNER 14
18. NOTICES 14
19. OWNER'S WARRANTY 15
20. COVENANTS RUN WITH THE LAND 16
21. SUCCESSION IN TITLE 16
22. FURTHER ASSURANCE 16
23. MORTGAGEE TO BE BOUND 16
24. NO FETTERING OF COUNCIL'S POWERS 16
25. ENTIRE AGREEMENT 17
26. SEVERABILITY 17
27. NON-MERGER 17
28. PAYMENT OF COSTS 17
29. COSTS 17
30. INTEREST AND CHARGE 18
31. DISPUTE RESOLUTION 18
32. EXECUTION OF COUNTERPARTS 19
33. NO WAIVER 19
34. DELEGATION 19
35. APPLICABLE LAW 19

Schedule 1 – Details 20

Schedule 2 – Works 22

Schedule 3 – Special conditions 23

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Section 173 Agreement (PE Act) and Section 121 Agreement (RM Act) Asset within Road Reserve

THIS AGREEMENT is made the 7 day of January 2015

BETWEEN:

CAMPASPE SHIRE COUNCIL of Corner Hare and Heygarth Streets, Echuca Vic 3564

("the Council")

AND

CKS AUSTRALIA PTY LTD (ACN 108 962 607) of 'Torrumbarry Estate', Murray Valley Highway, Echuca Victoria 3564

("the Owner")

IT IS HEREBY AGREED:

1. BACKGROUND

1.1 Council is the road authority for the Road and Road Reserve under the *Road Management Act 2004 (Vic)* and the responsible authority pursuant to the *Planning and Environment Act 1987 (Vic)* pursuant to the Planning Scheme.

1.2 The Owner is registered or entitled to be registered as proprietor of the Land.

1.3 The Owner proposes installing the Asset within the Road Reserve as described in Item 4 of Schedule 1 in accordance with the endorsed plans and specifications as attached in Schedule 2.

1.4 The Owner has applied to Council as the coordinating authority under the RM Act for written consent to conduct the Works.

1.5 The Owner intends to use the Asset in association with the Land.

1.6 Council consents to the installation and ongoing use of the Asset in the Road and to the Owner undertaking the Works subject to this Agreement and other specified approvals.

1.7 The Agreement sets out the arrangements for:

(a) ongoing ownership and use of the Asset;

(b) Works; and

(c) risk allocation in respect of the Asset.

1.8 This Agreement has been entered into in order to achieve and advance the objectives of planning in Victoria and is made by the Council as the municipal council responsible for the management of the Road under the *Local Government Act 1989*, as the coordinating road authority pursuant to Section 121 of the RM Act, and in its capacity of responsible authority pursuant to Division 2 of Part 9 of the PE Act.

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1.9 The Asset is owned jointly and this Agreement makes provision for the Owners to be jointly and severally responsible for the Asset.

2. DEFINITIONS

In this Agreement, unless the context clearly indicates to the contrary, the following words and expressions shall have the following meanings:

Agreement means this document, including the recitals, Schedules and any annexures to this Agreement and any Agreement executed by the parties expressed to be supplemental to this Agreement;

Asset has the meaning as detailed in Item 5 of the Schedule 1.

Breach notice means a notice served under Condition 16.1 of this Agreement and generally in accordance with the attached.

Commencement Date means the date this Agreement commences as set out in Item 6 of Schedule 1.

Complete in respect of any works or any part of any works means the completion of those works or the specified part of those works in accordance with plans and specifications approved by the Council to the satisfaction of Council and "completion" and "completed" have the corresponding meaning.

Council means Campaspe Shire Council.

Council Standard means any standard, code of practice, guideline, policy or other like documents adopted from time to time by the Council relating to or the nature, type or quality of design, works or materials required in respect of the Asset in the Road Reserve.

Council Works means any maintenance, repair, improvement or other work or alteration to the Road or Road related infrastructure.

Emergency Situation means any situation that could potentially cause injury, loss of life or damage to property.

Emergency Works means any works required to rectify an Emergency Situation.

Endorsed Plan means the endorsed plan approved by the Council pursuant to the Works Within a Road Reserve Permit and any subsequent amendment thereof approved by the Council.

Government Agency means any government and any governmental body, whether:

(a) legislative, judicial or administrative;

(b) a department, commission, authority, instrumentality, corporation, tribunal agency or entity; or

(c) commonwealth, state, territorial or local;

and includes any self-regulatory organisation established under any law;

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Infrastructure Manager has the same meaning as the RM Act.

Inspections means the inspections required pursuant to Condition 9.1 of this Agreement in accordance with the timeframe as set out in Item 7 of Schedule 1.

Land means the land owned by the owner as detailed in Item 3 of Schedule 1.

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 Land or any part of it.

Legal Requirement means law; regulations; notice, order or direction received from, or given by, any Government Agency;

Owner means the person detailed in Item 1 of Schedule 1 entitled from time to time to be or who are registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Land or any part of it.

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

Personnel of a person means the officers, employees, contractors, professional advisers, representatives and agents of that person

Planning Scheme means the Campaspe Planning Scheme.

Responsible Authority means the Campaspe Shire Council.

Repair Notice means a notice served under Condition 11.2(a) of this Agreement and generally in accordance with the attached.

RM Act means the *Road Management Act 2004* (Vic).

Road means the road as described in Item 4 of Schedule 1.

Road Management Plan means Council's Road management Plan as developed, published and in force in accordance with the RM Act.

Road Reserve means all of the area of land that is within the boundaries of a road.

Schedule means the Schedule attached to this Agreement.

Special Conditions means any particular prohibitions or special requirements to be compiled with in relation to the Asset as set out in Schedule 3.

Works includes any activities or works associated with the Asset including installation, cleaning, maintaining, upgrading, removing or replacing the Asset or part of the Asset.

Works Within a Road Reserve Permit means the permit issued by the Responsible Authority that evidences the final approvals for work that allows Works within the Road Reserve to commence.

3. INTERPRETATION

3.1 The singular includes the plural and the plural includes the singular.

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3.2 A reference to a gender includes a reference to each other gender.

3.3 A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law.

3.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.

3.5 A reference to a Planning Scheme shall include any amendment, consolidation or replacement of such scheme.

3.6 A reference to a statute shall include any statutes amending, consolidating or replacing same and any regulations made under such statutes.

3.7 All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.

3.8 Where in this Agreement the Council may exercise any power, duty or function, that power may be exercised on behalf of the Council by an authorised officer.

3.9 A provision of this Agreement must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Agreement or the inclusion of the provision in the Agreement.

3.10 The requirements of this Agreement are at all times to be construed as additional to the requirements of any legislation affecting the development of the Land and in particular the undertaking of any works on the Land.

4. STATUTORY AGREEMENT

The Council and the Owner 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 PE Act and Section 121 of the RM Act.

5. COMMENCEMENT OF THE AGREEMENT

5.1 This Agreement comes into force on the Commencement Date.

6. OWNERSHIP OF THE ASSET

6.1 All Owners are each jointly and severally the legal and beneficial owner of the Asset.

6.2 Any arrangements, rules, by-laws or the like governing the payment of the asset, the use of the asset and the division of ownership of the assets entered into between the Owners do not affect or diminish in anyway the obligations of the Owner under this Agreement.

6.3 Any Owner or Future Owner who sells their interest in the land and contemporaneously sells their interest in the Asset must notify Council in writing of the full and complete details of the person to whom that interest was sold to.

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6.4 The Asset is at the risk of the Owner on and from their creation and the Owner is jointly and severally liable for the Asset and the actions of any other Owner in relation to the asset.

7. ASSET RESPONSIBILITY

The Owner acknowledges and agrees that:

7.1 the Asset will be installed by the Owner in the Road Reserve in compliance with the Works Within a Road Reserve Permit and with the Special Conditions in Schedule 3 in connection with carrying out the Works at or in the vicinity of the Land;

7.2 the Asset must be maintained by the Owner;

7.3 the Asset and any Works associated with the Asset located in the Road Reserve are for the benefit of the Owner;

7.4 the Owner will be the Infrastructure Manager for the purpose of the RM Act and has obligations under Schedule 7 of the RM Act;

7.5 any Works carried out on or in relation to the Asset will be at the Owner's expense, must meet the Code of Practice for Management of Infrastructure in Road Reserves and must not commence until a Works Within a Roads Reserve Permit is obtained;

7.6 the Owner accepts all risk and liability in connection with the existence, ongoing use, maintenance, repair or replacement of the Asset, whether or not the risk or liability was reasonably foreseeable by the Owner at the date of entering into this Agreement or at any other time; and

7.7 the Council has the right to ensure that the Asset and Works comply with any Council Standard relating to the Road and Road Reserve and may direct removal of the Asset in the event that it conflicts with the use of the Road and Road Reserve as a road in accordance with this Agreement and the RM Act.

8. USE OF ASSET

The Owner agrees that:

8.1 the Asset will only be used by the Owner or persons authorised by the Owner and only in association with the Land for the purpose in Item 5 of Schedule 1;

8.2 that the continued permission to use the Asset in the Road Reserve is subject at all times to compliance by the Owner with the terms of this Agreement and all relevant laws, Council local laws, policies and the Road Management Plan; and

8.3 the Owner will comply with the Special Conditions detailed in Schedule 3.

9. INSPECTIONS BY THE OWNER

9.1 The Owner must (in order to ensure the safe function of the Road):

(a) ensure that Inspections of the Asset and the adjacent Road Reserve are carried out;

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(b) ensure that Inspections are carried out within or in accordance with the timeframes contemplated in Item 7 of Schedule 1 and at any other time when requested by the Council;

(c) keep written records of all Inspections and Works carries out in respect of the Asset, such records to be in a form specified or otherwise to the satisfaction of the Council; and

9.2 Ensure that records referred to in Condition 9.1(c) are provided to Council within two weeks of the inspection date or upon request.

9.3 The Owner will notify Council within 24 hours of any problem identified with the Asset or the adjacent Road Reserve.

10. INPECTIONS BY COUNCIL

The Council (or any employee or authorised officer of the Council) may at any reasonable time upon giving twenty four (24) hours written notice to the Owner and any occupier of the Land enter into and upon the Land for the purposes of inspecting the Asset and for the purpose of exercising any other powers of the Council pursuant to this Agreement **provided however** that the Council (or any employee or authorised officer of the Council) shall not be required to give such notice if, in the reasonable opinion of the Council or such employee or authorised officer, urgent entry is required.

11. WORKS

11.1 Works by Owner

(a) The Owner must comply with all conditions of the Works Within a Road Reserve Permit and with the Special Conditions in Schedule 3 in connection with carrying out the Works at or in the vicinity of the Land.

(b) Subject to condition 11.1(d) the Owner agrees to:

(i) maintain the Asset in a condition that is consistent with the use and function of the Road as a road; and

(ii) undertake the Works in accordance with Council Standards and policies and all reasonable requirements of the Council and in accordance with relevant occupational health and safety requirements, the RM Act, the *Road Safety Act 1986 (Vic)*, and applicable Australian laws, regulations and standards.

(c) The Owner must comply with condition 11.1(b) to the satisfaction of Council and all at the Owner's expense.

(d) If the Asset runs along or crosses over or under any electrical apparatus or other pipeline, the Asset must, at the expense of the Owner, be constructed and maintained to the satisfaction of the relevant authority so that the safe use of the electrical apparatus or pipeline is not impeded or unnecessarily obstructed.

Delivered by LANDATA®, timestamp 03/12/2025 16:03 Page 10 of 34

(e) If the Asset runs along or crosses over or under any railway or any land reserved for railway purposes, the Assets must, at the expense of the Owner be constructed to the satisfaction of Victoria Rail Track (or its successor or equivalent authority) so that the safe use of the railway is not impeded or unnecessarily obstructed.

(f) If the Asset runs along or crosses over or under any road, bridge or tramway, the Asset must, at the expense of the Owner be constructed to the satisfaction of the relevant authority so that the safe use of the road, bridge or tramway is not impeded or unnecessarily obstructed.

(g) Except in an Emergency Situation, the Owner agrees not to carry out any Works unless a Works Within a Road Reserve Permit has been issued prior to the commencement of the Works.

(h) If the Owner carries our Works on the Asset in an emergency situation, it must as soon as reasonably practicable, notify the Council of such Works. If the Works are considered unsatisfactory according to the reasonable opinion of Council, Council may issue a Repair Notice to the Owner in accordance with this Agreement.

11.2 **Repair Notice**

(a) If Council is of the opinion that the Asset (because it affects the Road or Road Reserve) is in need of cleaning, maintenance, repair, upgrade or replacement, it may serve a notice on the Owner directing that actions specified in the Notice must be carried out by the Owner within a period of 28 days, or in the case of an emergency some lesser specified period ("Repair Notice").

(b) The Owner must comply with the Repair Notice within the nominated period.

(c) If the Owner fails to comply with condition 11.2(b), Council may carry out the actions specified in the Repair Notice and charge the cost to the Owner where the Owner is in default of the Repair Notice.

11.3 **Emergencies**

If the Asset or its presence in the Road Reserve causes any imminent threat to the safe functioning of the Road, for any reason, the Council may undertake any works to the Road, including removing the Asset, and recover the costs of such from the Owner as a debt due and payable.

11.4 **Council Works**

(a) The Owner acknowledges that the Council may from time to time carry out Council Works.

(b) In any case where the Council carries out Council Works and the presence of the Asset causes the cost of such Council Works to increase, that additional cost must be paid by the Owner to the Council upon written notice from the Council.

(c) The Owner must cooperate with the Council to facilitate any Council Works.

Delivered by LANDATA®, timestamp 03/12/2025 16:03 Page 11 of 34

(d) In any case where the Council Works cannot be properly and safely completed without the removal of the Asset, either permanently or by removal and either replacement or relocation, the Owner agrees that the Asset must be so removed or replaced or relocation, the Owner agrees that the Asset must be so removed or replaced or relocated in accordance with any Council direction and at the Owner's cost.

12. REPLACEMENT

12.1 Subject to Condition 12.2, the Owner agrees to remove the Asset if it has been assessed by Council to have reached the end of its serviceable life and is no longer able to be maintained.

12.2 Subject to Condition 12.3, if the Owner still requires the Asset, following assessment by Council that the Asset be removed pursuant to Condition 12.1 the parties agree that a replacement Asset ("New Asset") may be installed in the Road Reserve to the satisfaction of Council provided such new Asset is designed by a suitable experienced and qualified engineer approved by Council.

12.3 The Owner must ensure that the New Asset is:

(a) designed and installed in accordance with the RM Act and all other relevant Council Standards, laws, regulations and requirements; and

(b) provides for adequate drainage of the Road in the immediate vicinity of the Asset, and any other adjacent areas.

12.4 The parties agree that unless a new arrangement has been entered into by the parties for the New Asset, then the New Asset will be subject to this Agreement as if the New Asset is the Asset.

13. SALE OR TRANSFER OF THE LAND

If the Owner sells or transfers the Land, the Owner must:

13.1 also sell or transfer the Asset to the purchaser or transferee of the Land ("Future Owner"); or

13.2 remove the Asset in accordance with Condition 16.3 of this Agreement.

14. INSURANCE

The Owner must:

14.1 take out and maintain in full force and effect so long as the Asset remains in the Road Reserve, the insurance policies set out in Item 8 of Schedule 1.

14.2 The limit of liability provided by each policy set out in Item 8 of Schedule 1 for each and every event must be not less than the amount specified for the relevant policy in Item 9 of Schedule 1.

14.3 The Owner must ensure that the insurance policies:

Delivered by LANDATA®, timestamp 03/12/2025 16:03 Page 12 of 34

(a) extend cover to the Council for liability arising from any act, error or omission by the Owner; and

(b) include the Council as a named insured.

14.4 The Owner must provide the Council with written evidence of the currency and terms of the insurance policies referred to in clause 14.1:

(a) before the Owner starts to perform the Works;

(b) annually upon renewal; and

(c) on request by the Council.

14.5 The Owner must notify the Council immediately of the cancellation of an insurance policy, or any change to an insurance policy which affects the Council's interests.

14.6 If any event occurs which may give rise to a claim involving the Council under an insurance policy required under this clause, then the Owner must:

(a) notify the Council within 14 days of that event; and

(b) ensure that the Council is kept fully informed of any subsequent actions and developments concerning the relevant claim.

14.7 If the Owner fails to take out and maintain an insurance policy required under this clause, the Council has the right to:

(a) take out and maintain the insurance policy; and

(b) demand from the Owner as a debt due to Council all costs incurred by the Council in taking out and maintaining that policy; or

(c) to remove the Asset from the Road and the Owner agrees not to make any claim whatsoever against the Council, or its Personnel because of this removal

14.8 The effecting or approval of any or all insurance required by this clause does not in any way limit the liabilities or obligations of the Owner to the Council under other provisions of this Agreement.

14.9 The Owner's obligations to insure under this clause are material obligations of this Agreement. Without limiting the Council's rights at law, in equity, or otherwise under this Agreement, any failure by the Owner to comply with a provision of this clause entitles the Council to terminate this Agreement.

15. RELEASE, LIMITATION OF LIABILITY AND INDEMNITY

15.1 The Owner hereby releases the Council, its Officers, employees, agents and contractors against any claim or action to or arising from the Asset, the use of the Asset or the presence of the Asset in the Road Reserve.

15.2 The owner covenants and agrees to indemnify and keep the Council, its Officers, employees, agents and contractors indemnified from and against all costs, expenses,

Delivered by LANDATA®, timestamp 03/12/2025 16:03 Page 13 of 34

losses or damages which they or any of them may sustain, incur or suffer or be or become liable for or in respect of any suit action proceeding judgement or claim brought by any person arising directly or indirectly from the existence and use of the Asset and Works undertaken by the Owner or its agent or contractors or employees on the Road or Road Reserve.

15.3 The Owner agrees to be responsible for the costs of repair to the Asset where:

(a) a third party has caused intentional or unintentional damage to the Asset as a result of an activity, whether negligent or not; or

(b) damage to the Asset or Works has occurred as a result of an unknown cause.

15.4 The Owner covenants and agrees that:

(a) the release and indemnity referred to in Conditions 15.1 and 15.2 cannot be revoked by the Owner; and

(b) the release and indemnity referred to in Conditions 15.1 and 15.2 is binding and enforceable against the Owner notwithstanding any neglect, delay or forbearance on the part of Council to exercise its right of indemnity.

15.5 Nothing in this Condition 15 will prevent the Owner from seeking to recover damages or costs from a third party (other than Council) associated with damage caused to the Asset or Works by that third party.

15.6 To the maximum extent permitted by law:

(a) all terms, conditions, warranties, statements or representations by the Council (whether express, implied, written, oral, collateral, statutory or otherwise) in connection with the subject matter of this Agreement which are not expressly set out in this Agreement are excluded, and to the extent they cannot be excluded, the Council disclaims all liability that it may have in relation to them; and

(b) the Owner must not make any Claim under or in connection with this Agreement unless it is based solely on and limited to the express provisions of this Agreement.

15.7 Except as expressly set out in this Agreement, the Owner releases the Council and its Personnel from all Claims, whether in tort (including negligence), statute, contract, or otherwise, and all Losses which the Owner has or may have which arise out of:

(a) the negotiations for, or subject matter of, this Agreement;

(b) the Works; or

(c) the Asset, whether before or after Completion including the condition in which the Assets are left after Completion.

15.8 The Owner agrees that each of the Council's Personnel is entitled to the benefit of the release, which may be enforced by the Council on behalf of any of them. The Council holds on trust for those people, jointly and severally, the benefit conferred by this clause 15.7.

Delivered by LANDATA®, timestamp 03/12/2025 16:03 Page 14 of 34

15.9 The Owner acknowledges and agrees that:

(a) the Owner has evaluated the risks of Asset and any Works;

(b) except as expressly set out in this Agreement, neither the Council nor any of its Personnel is responsible to the Owner for, and the Owner does not rely on any statement or representation made, any advice, opinion, warranty, undertaking, promise, estimate, projection or forecast given or any conduct of any kind engaged in, in relation to the subject matter of this Agreement;

(c) without limiting clause 15.9(b), neither the Council nor any of its Personnel is responsible to the Owner for, and the Owner does not rely on any statement or representation made, any advice, opinion, warranty, undertaking, promise, estimate, projection or forecast given or any conduct of any kind engaged in, in relation to:

(i) the availability of water for extraction by the Owner from any water source;

(ii) the availability or delivery of water at any particular time or its flow rate, pressure or height or depth relative to any Works, including where this restricts or prevents the taking of water through those Works;

(iii) the nature, quality or fitness for any purpose of any water made available or delivered via the Asset, including in relation to:

(A) fitness for human consumption, or for use in contact with humans; or

(B) fitness for watering livestock, crops or plants, spraying, manufacturing or any other use;

(iv) whether or not any water made available or delivered via the Asset has been filtered, or filtered to any particular standard;

(v) future matters, including future water availability, charges and service levels;

(vi) the regulation of the water industry, including any act or omission by any Government Agency;

(vii) the principles to be applied by any Government Agency with respect to the regulation of the water industry and, in particular, matters affecting water availability, charges and service levels; or

(viii) the results of reviews by any Government Agency or any policies or procedures which they adopt;

(d) without limiting clause 15.9(b) or clause 15.9(c) except as expressly set out in this Agreement, no statement or representation, no advice, opinion, warranty, undertaking, promise, estimate, projection or forecast and no conduct:

(i) has induced or influenced the Owner to enter into this Agreement or agree to any or all of its provisions;

Delivered by LANDATA®, timestamp 03/12/2025 16:03 Page 15 of 34

(ii) has been relied on in any way by the Owner;

(iii) has been warranted to the Owner as being true or accurate; or

(iv) has been taken into account by the Owner as being important to the Owner's decision to enter into this Agreement or agree to any or all of its provisions;

(e) except as expressly set out in this Agreement, the Owner enters into this Agreement relying on their own evaluation, advice and investigations;

(f) the Owner is capable of evaluating the merits and risks of filtering the water made available or delivered via the Asset;

(g) the Owner is responsible for:

(i) determining whether or not to filter, or filter to any particular standard, the water made available or delivered by the Asset; and

(ii) at their own Cost, installing, commissioning, operating, repairing, replacing, maintaining and improving any filter;

(h) having conducted their own evaluation of the merits and risks of filtering the water, the Owner understands the consequences of their determination (including the potential Loss which may result from their determination).

15.10 The Council is not liable for any breach of this Agreement:

(a) to the extent that the breach has arisen out of, or the Loss suffered is increased as a result of, any act or omission by or on behalf of the Council:

(i) that is required or permitted by any provision of this Agreement; or

(ii) that is for the purpose (directly or indirectly) of compliance with any Legal Requirement;

(b) to the extent that the breach has arisen out of, or the Loss suffered is increased as a result of:

(i) a new law, or a change in the law (including its interpretation);

(ii) a new rule or decision being made by any Government Agency, or a change in any rule or decision of any Government Agency;

(iii) a new administrative practice or policy being introduced by any Government Agency, or a change in any administrative practice or policy of any Government Agency; or

(c) for any Loss (including any indirect, consequential or economic loss or loss of profits) which does not flow directly, naturally or in the usual course of things from that breach, whether or not that Loss was in the reasonable contemplation of the parties when this Agreement were entered into.

Delivered by LANDATA®, timestamp 03/12/2025 16:03 Page 16 of 34

15.11 To the maximum extent permitted by law, the Council is not liable for any Claims, whether in tort (including negligence), statute, contract, or otherwise, or any Losses which the Owner has or may have which arise out of:

(a) the Works; or

(b) the Assets, whether before or after Completion, including the condition in which the Assets are left after Completion.

(c) The Council's liability, if any, under this Agreement, in relation to the supply of a service not of a kind ordinarily acquired for personal, domestic or household use or consumption, is limited to payment of the cost of having the service supplied again.

15.12 The Owner indemnifies the Council against all Losses incurred by the Council or the Owner arising directly or indirectly as a result of or in connection with:

(a) a breach by the Owner of this Agreement, whether express or implied;

(b) the performance by the Council of any of the obligations of the Council under this Agreement or a Legal Requirement, whether express or implied; or

(c) any default, or any negligent or wilful act or omission of the Owner or its Personnel.

16. BREACH AND TERMINATION

16.1 Breach

If the Owner is in breach of any term of this Agreement, Council may call upon the Owner by notice in writing to remedy such a breach within the time specified in the notice ("**Breach Notice**").

16.2 Termination

This Agreement will terminate:

(a) if Condition 12.1 applies;

(b) at the option of the Council, if the Owner has failed to satisfactorily comply, in the Council's opinion, with a Repair Notice;

(c) if the Owner no longer has any need for the Asset;

(d) if the Future Owner of the Land has not also acquired the Asset;

(e) at the option of the Council, if the Owner has failed to comply with the Breach Notice;

16.3 Removal of Asset

If this Agreement is terminated for any reason the owner must fully remove the Asset and reinstate the Road and Road Reserve at its own cost to the satisfaction of Council within a timeframe specified by Council. Should the Asset not be removed

Delivered by LANDATA®, timestamp 03/12/2025 16:03 Page 17 of 34

within this timeframe, Council may remove the Asset and reinstate the Road and Road Reserve and the costs of such works to the Council shall be a debt due and payable by the Owner to the Council.

16.4 **No Compensation**

No compensation may be claimed from or payable by Council to the Owner upon termination of this Agreement.

16.5 **Costs**

(a) The Owner must reimburse to Council (within one month of receiving a demand for payment) any reasonable costs and expenses incurred by Council in carrying out any works referred to in this Agreement.

(b) If the Owner does not pay the money referred to in Condition 16.5(a) Council reserves the right to remove the Asset from the Road and or Road Reserve and the Owner agrees not to make any claim whatsoever against the Council, its employees or contractors because of this removal.

17. DEFAULT OF OWNER

17.1 In the event of an Owner defaulting or failing to perform any of the Owner's obligations under this Agreement, such default not being remedied within 14 days after the giving of Breach Notice by the Council, the Council may without further notice and without prejudice to any other remedies, enter the Land and rectify such default and the reasonable cost to rectify such default shall be borne by the Owner on demand and any such costs shall be capable of being recovered by the Council in any Court of competent jurisdiction as a civil debt recoverable summarily.

17.2 A certificate signed by the Chief Executive Officer of the Council shall be prima facie proof of the cost of remedying the breach.

17.3 The Owner acknowledges and agrees that a default by an Owner may result in the termination of this agreement pursuant to Condition 16.2.

17.4 The Owner acknowledges and agrees that a default by an Owner may result in the costs of remedying a breach being borne by the Owner jointly and severally.

18. NOTICES

18.1 **Service of Notice**

A Notice or other communication required or permitted, under this Agreement, to be served on a person must be in writing and may be served:

(a) Personally on the person;

(b) By leaving it at the person's address set out in this Agreement;

(c) By posting it by prepaid post addresses to that person at the person's current address for service or at the address of the registered proprietor in Council rate records; or

Delivered by LANDATA®, timestamp 03/12/2025 16:03 Page 18 of 34

(d) By facsimile to the person's current number notified to the other party.

(e) The Owner's address for service, facsimile number, email address and number for receipt of text messages are set out in Item 2 of Schedule 1.

(f) A party may change his, her or its address for service, facsimile number or email address by giving notice of that change to the other party.

(g) If the party to which a Notice is intended to be given consists of more than one person then the Notice must be treated as given to that party if given to any of those persons.

(h) Any Notice by a party may be given by an authorised representative of the sender.

18.2 **Time of Service**

A Notice or other communication is deemed served:

(a) if served personally or left at the person's address, upon service;

(b) if posted within Australia to an Australian address, two business days after posting;

(c) if served by facsimile, subject to the next condition, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile; and

(d) if received after 5.00pm in the place of receipt or on a day which is not a business day, at 9.00am on the next business day.

18.3 **Best Endeavours**

Council will use its best endeavours to serve a copy of a Notice on each Owner but in any event a Notice served pursuant to condition 18.1 on an Owner will be deemed effective service.

19. OWNER'S WARRANTY

The Owner warrants and covenants that:

19.1 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;

19.2 there are no mortgages, liens, changes 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;

19.3 if the Owner is registered as the proprietor of the Land as trustee of any trust, the Owner, for the purposes of this Agreement, shall be deemed to include each beneficiary of the relevant trust and the Owner in executing this Agreement does so intending to assume both personal liability and to bind the trust for which it acts as

Delivered by LANDATA®, timestamp 03/12/2025 16:03 Page 19 of 34

trustee. The Owner warrants that he is authorised to enter into this Agreement by the terms of the Trust Deed; and

19.4 no part of the Land is subject to the 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*.

20. 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.

21. SUCCESSION IN TITLE

21.1 Until this Agreement is recorded on the folio of the Register which relates to the Land pursuant to Section 181 of the PE Act:

(a) 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; and

(b) the Owner must ensure that the Owner's successors in the 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.

21.2 Until this Agreement is executed, the Owner, being a party to this Agreement, remains liable to perform all of the Owner's obligations contained in this Agreement.

22. FURTHER ASSURANCE

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

23. MORTGAGEE TO BE BOUND

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

24. NO FETTERING OF COUNCIL'S POWERS

The Owner expressly acknowledges and agrees that nothing in this Agreement nor the performance by the Owner of any of its obligations under this Agreement does or will restrain, limit or otherwise fetter the exercise by the Council of the power, duties, and discretions that the Council has or may have (as Planning authority, responsible authority or otherwise) under the Act or under the scheme to consider, approve, amend or to require further information in respect of:

24.1 Any plans submitted by the Owner to the Council for approval;

Delivered by LANDATA®, timestamp 03/12/2025 16:03 Page 20 of 34

24.2 Any new or additional application made by the Owner for amendment to the scheme or in respect of the Land;

24.3 Any application made by the Owner to the Council for the grant of a permit or for consent or approval for the carrying out of any development or use of the Land for which a permit or approval or consent is required; or

24.4 Any application to amend the permit or the endorsed plans.

25. ENTIRE AGREEMENT

This document constitutes the sole and entire agreement between the parties and supersedes any and all prior arrangements, agreements or undertakings and shall be binding notwithstanding any prior arrangements, agreements or undertakings made which may conflict with or be at variance with this Agreement or any correspondence or document relating to the subject matter of this Agreement which may have passed between the parties hereto.

26. SEVERABILITY

If any part of this Agreement shall be invalid and not enforceable in accordance with its terms, all other provisions which are self sustaining and capable of separate enforcement without regard to the invalid provisions shall be and continue to be valid and enforceable in accordance with those terms.

27. NON-MERGER

The rights and obligations of the parties do not merge on Completion or upon the occurrence of any event or transaction contemplated by this Agreement. They also survive the execution and delivery of any conveyance, assignment, transfer or other document contemplated by this Agreement.

28. PAYMENT OF COSTS

The Owner covenants with Council that the Owner shall pay Council's reasonable costs and expenses referred to in Clause 29.2 prior to the Council executing this Agreement.

29. COSTS

The Owner shall forthwith pay on demand to the Council the Council's reasonable costs and expenses of and incidental to:

29.1 This Agreement and any amendment of this Agreement and anything done in connection with this Agreement including anything done in anticipation of this Agreement and the enforcement of any obligations imposed on the Owner (despite the provisions of this clause the parties agree that the Owner is not liable for any Council costs and expenses relating to enforcement proceedings which are not successful before the relevant board or tribunal).

29.2 The preparation of an application pursuant to Section 181 of the Act enabling the registration of this Agreement at the Land Titles Office and any legal costs, duties or fees payable in connection with negotiation, preparation and execution of this Agreement or its registration.

Delivered by LANDATA®, timestamp 03/12/2025 16:03 Page 21 of 34

29.3 Administration and supervision costs of the Council properly and reasonably incurred in relation to any works to be performed pursuant to this Agreement except for administration and supervision which the Council is obliged to undertake pursuant to its statutory duties and in regard to which the Owner has paid to the Council the required statutory fees and charges.

29.4 The preparation, negotiation, completion and enforcement of this Agreement including all moneys, costs (including charges for consultants, architects and legal advisers and for any other related professional advice and assistance) charges and expenses which the Council may pay, incur or expend in consequence of any default in the performance and observance of any covenant, proviso, condition or agreement herein contained or implied and on the Owner's part to be performed and observed or under or in exercise or enforcement or attempted exercise or enforcement of any right, power or remedy herein contained.

29.5 Any request by the Owner for the Council's consent or approval where such consent or approval is required under any covenant, proviso, condition or agreement herein contained or implied.

30. INTEREST AND CHARGE

30.1 If any of the monies payable pursuant to this Agreement (" the principal sum") are not paid by the due date, the amount then due and unpaid shall attract interest at a rate of 2% above the rate prescribed under the Penalty Interest Rates Act or any later equivalent enactment from the date that such moneys becomes due until they are paid in full.

30.2 Any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid costs and expenses of the Council and shall then be applied in repayment of the principal sum.

30.3 For better securing compliance with this Agreement, the Owner hereby charges in favour of the Council all the Owner's estate and interest both legal and equitable in the Land to the extent of the obligations imposed on the Owner under this Agreement for the amount of any moneys which are payable by the Owner to the Council under this Agreement provided always that nothing in this sub-clause shall prevent the Owner from mortgaging the Land by way of registered mortgage or otherwise.

30.4 For better securing compliance of this Agreement, the Owner hereby appoints the Council as its lawful attorney to do all things the Owner is capable of doing for the purposes of giving effect to this Agreement or necessary to give effect to any of the duties or obligations imposed on the Owner pursuant to this Agreement and hereby authorises the Council to do so and will ratify whatever the Council shall lawfully do or cause to be done by virtue of this Power of Attorney.

30.5 The Council may not exercise its powers as lawful attorney or enforce the charge referred to in this clause until notice has been given under clause 10 and that notice has not been complied with.

31. DISPUTE RESOLUTION

Where provisions of this Agreement relate to works, development or use of the Land, such works development or use shall be carried out to the satisfaction of or with the approval of

Delivered by LANDATA®, timestamp 03/12/2025 16:03 Page 22 of 34

the Council and any dispute as to compliance may be referred by either party to the Victorian Civil and Administrative Tribunal.

32. EXECUTION OF COUNTERPARTS

This Deed may be executed in any number of counterparts. Each counterpart is an original but the counterparts together are one and the same agreement.

33. NO WAIVER

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

34. DELEGATION

The Council may by written instrument delegate any of the Council's powers pursuant to this Agreement to any authorised officer of the Council.

35. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Victoria and the parties hereby agree to submit to the jurisdiction of the Courts in the State of Victoria in relation to any question or dispute that may arise hereunder.

Delivered by LANDATA®, timestamp 03/12/2025 16:03 Page 23 of 34

Schedule 1 – Details

Item 1 **Name of Owner**

CKS AUSTRALIA PTY LTD (ACN 108 962 607)

Item 2 **Address**

'Torrumbarry Estate', Murray Valley Highway, Echuca Victoria 3564

Facsimile number

Email address

Item 3 **Land– real property description**

Certificate of Title Volume 10796 Folio 168

Item 4 **Road Reserve(s)**

Part of Baillieu Road, Torrumbarry being located approximately 635 metres south from the intersection of Baillieu Road, Torrumbarry and Murray Valley Highway, Torrumbarry as depicted in Annexure A1.

Part of Baillieu Road, Torrumbarry being located approximately 355 metres south from the intersection of Baillieu Road, Torrumbarry and Murray Valley Highway, Torrumbarry as depicted in Annexure A2.

Item 5 **Assets**

Pipelines for the purpose of conveyance of Irrigation water only to the land described in Item 3 above and installed in the Road Reserve in accordance with the Plans and Specifications attached hereto in Annexure A1 and Annexure A2.

Item 6 **Commencement Date**

Upon Registration

Item 7 **Timeline / Inspections**

For Assets installed within collector Road Reserves, inspections will be required every six (6) weeks and for Assets installed within access Road Reserves, inspections will be required every 18 weeks. The Owner will need to document the inspections to the satisfaction of the Responsible Road Authority. The road designation will be provided to the Owner at the time the Works Within a Road Reserve Permit is issued.

Delivered by LANDATA®, timestamp 03/12/2025 16:03 Page 24 of 34

Item 8 **Insurances required**

A comprehensive public liability policy that covers the insured for all sums that they may be legally liable to pay for the death of or bodily injury to any person and property loss or damage as a result of or in connection with the Asset or Works during or after completion.

Item 9 **Insurance policy limits**

Public liability policy: $10 million or such other reasonable amount as requested by Council.

Delivered by LANDATA®, timestamp 03/12/2025 16:03 Page 25 of 34

Schedule 2 – Works

The Works shall involve the following works:

1. work in accordance with the endorsed plans and specifications being a pipeline for the conveyance of an Irrigation Pipe only, and
2. installation and maintenance of white marker posts within the Owners land and in a position so that these white marker posts abut the road reserve, are clearly visible from the road reserve and give an accurate indication of the location of the irrigation pipe installed by the Owner pursuant to this agreement.

Schedule – Site Condition

The location of existing assets shall be preserved include:

- Not Applicable

Delivered by LANDATA®, timestamp 03/12/2025 16:03 Page 26 of 34

Schedule 3 – Special conditions

No works to commence on site until the S173 Agreement has been registered and a Works Within a Road Reserve Permit has been issued.

All conditions of the Works Within a Road Reserve Permit issued by the Campaspe Shire Council must be adhered to.

INFORMATION CONTAINED IN ACTS, REGULATIONS AND MINISTERIAL CODES OF PRACTICE

1. General

The Owner is required to conduct the works in accordance with, and be fully informed regarding, the obligations and legal responsibilities under the Acts, Regulations and Codes of Practice as listed below, together with any other relevant Acts, Regulations, Government policies, good engineering practice and industry standards. The information below is provided purely for information and should not be relied upon as reflecting all obligations and responsibilities in their entirety. Legal advice should be sought where obligations and responsibilities are not understood or known.

2. Legislation

Road Management Act 2004

Section 20 of the Road Management Act 2004 (RMA) sets out the *principle object and management principles* for the management of roads, including the management of works and infrastructure.

Part 1, Schedule 7 of the RMA sets out the specific duties of infrastructure managers and works managers and these duties include, but are not limited to:

- Clause 1 – Duty to apply principles in Clause 14, Schedule 7;
- Clause 2 – Duty to act in accordance with good engineering practice or relevant industry standard;
- Clause 3 – Duty to have traffic management plan;
- Clause 4 – Duty to cooperate;
- Clause 5 – Duty to avoid unnecessary delay or obstruction or interference with infrastructure;
- Clause 6 – Duty to maintain non-road infrastructure or related works to a satisfactory standard;
- Clause 7 – Duty to give notice to the relevant coordinating road authority;
- Clause 8 – Duty to give notice to other infrastructure or works manager;
- Clause 9 – Duty to provide information;
- Clause 10 – Duty to consult members of the public;
- Clause 11 – Duty to take other reasonable measures to minimise disruption and ensure safety;
- Clause 12 – Duty to reinstate; and
- Clause 13 – Notice of completion of works.

A copy of the *Road management Act* can be viewed via the VicRoads website at www.vicroads.vic.gov.au.

Road Safety Act 1986

Section 99A of the Road Safety Act 1986 (RSA) applies to any person conducting, or proposing to conduct any works on a road, and requires that the works are conducted in a manner that is safe for road users and persons engaged in carrying out the works. To comply with this requirement, a person whom this section applies must:

(a) have in operation a traffic management plan;
(b) give appropriate warnings to road users;

Delivered by LANDATA®, timestamp 03/12/2025 16:03 Page 27 of 34

(c) engage appropriately trained and qualified persons to carry out the works or manage the non-road activities or direct traffic; and
(d) give appropriate directions to the persons engaged in carrying out the works or non-road activities.

A traffic management plan should be prepared by a person who is suitably experienced and competent in traffic management, and must comply with any requirements as prescribed in the proposed Road Safety (Traffic Management) Regulations when made. All works shall be conducted in accordance with the traffic management plan.

The *Code of Practice for Worksite Safety – Traffic Management* (refer further information below) provides practical guidance in the preparation of a traffic management plan.

3. Regulations

Road Management (Works and Infrastructure) Regulations 2005

These regulations deal with a number of matters relating to works and infrastructure within road reserves, including:

- prescribing examinations from the requirement to obtain consent under the RMA before conducting certain works;
- prescribing exemptions from the requirement to give notice as to the conduct or completion of certain works;
- prescribing exemptions from the requirement to give notice to any proposed installation of non-road infrastructure or related works on the road reserve; and
- prescribing fees for applications under the RMA for written consent to conduct the proposed works on a road.

Note: The exemptions provided under these Regulations, in general, only apply to a utility, an agent of a utility, a responsible road authority and an agent of a responsible road authority, for the conduct of certain prescribed works.

A copy of the *Road management (Works and Infrastructure) Regulations 2005* can be viewed via the VicRoads website at *www.vicroads.vic.gov.au)*.

4. Codes of Practice

Code of Practice for managing Road and Utility Infrastructure in Road Reserves

This Code of Practice provides practical guidelines and benchmarks of good practice for utilities and road authorities, who are expected to work together cooperatively to facilitate the installation, maintenance and operation of road and non-road infrastructure within road reserves. The general matters dealt with in the Code include:

- long term planning and coordination;
- project planning and design, including the positioning of utility infrastructure;
- consent and notification processes;
- works management, including reinstatement works;
- sharing of information; and
- dispute resolution.

A number of specific matters dealt with in the Code include:

Delivered by LANDATA®, timestamp 03/12/2025 16:03 Page 28 of 34

- attachment of utility infrastructure to bridges or other road authority structures;
- reinstatement of works to be guaranteed by the Proponent for a period of 12 months;
- damage to road and other infrastructure;
- disruption of traffic and the delivery of utility services; and
- conduct of emergency works.

Code of Practice for Worksite Safety – Traffic Management

This Code of Practice provides practical guidance to any person conducting, or proposing to conduct, any works on a road in Victoria. The general matters dealt with in the Code include:

- responsibilities and duty of care obligations in conducting works on roads;
- worksite risk assessment and risk control;
- traffic management plans (for both short term and long term works); and
- general information on risk control measures (eg high visibility clothing, worksite speed limits, traffic control signs and devices).

Copies of the Codes of Practice can be viewed via the VicRoads website at *www.vicroads.vic.gov.au*.

Delivered by LANDATA®, timestamp 03/12/2025 16:03 Page 29 of 34

GENERAL INFORMATION – CONDUCTING WORKS ON ROADS

- The granting of consent by Council, as the coordinating road authority, for the subject works in accordance with Schedule 7, Clause 16 of the Road Management Act 2004:
  - Does not exempt the Owner from the requirements of other Commonwealth and State legislation or policy; (**Note:** any planning permit approval received in accordance with a municipal planning scheme does not constitute consent to conduct the works under the RMA).
  - Does not exempt the Proponent from the requirement to obtain a Memorandum of Consent from Council where it proposes to erect certain traffic control devices at a worksite in accordance with the Road Safety (Road Rules) Regulations 1999 as amended or substituted at the relevant time.
- The Owner must reasonably satisfy itself of the location of the existing underground infrastructure that may be affected by the proposed works and take the necessary precautions to minimise the impact on that infrastructure (Schedule 7 of the RMA).
- It is an offence under the Road Management Act 2004 for:
  - a person to conduct any works in, on, under or over a road without the written consent of the relevant coordinating road authority to conduct the proposed works (unless and exemption applies under the Road management (Works and Infrastructure) Regulations 2005, or the works are conducted in an emergency by the relevant infrastructure manager). Penalties apply to this offence, being 10 penalty units for a natural person and 50 penalty units for a body corporate (***Note:*** As at 1 July 2011, a penalty unit is valued at $122.00).
  - an infrastructure manager or works manager to fail to notify the relevant coordinating road authority within 7 days of completing any works, including reinstatement works (unless an exemption applies under the Road Management (Works and Infrastructure) Regulations 2005). Penalties apply to this offence, being 5 penalty units for a natural person and 25 penalty units for a body corporate; and
  - a person to fail to comply with the conditions to which a written consent has been given by a coordinating road authority for the conduct of the works (unless an exemption applies under the Road management (Works and Infrastructure) Regulations 2005). Penalties apply to this offence, being 10 penalty units for a natural person and 50 penalty units for a body corporate.
- It is an offence under the Road Safety Act 1986 if a person does not ensure that the works on a road are conducted in a manner that is safe for road users and persons engaged in carrying out the works. A penalty applies to this offence, being 60 penalty units. An offence constitutes failure to do any of the following:

  (a) have in operation a traffic management plan;
  (b) give appropriate warning to road users;
  (c) engage appropriately trained and qualified persons to carry out the works or manage the non-road activities or direct traffic; and
  (d) give appropriate directions to persons engaged in carrying out works or non-road activities.

Further Information:

Visit the VicRoads website at *www.vicroads.vic.gov.au* and view the **"Working within the Road Reserve"** webpage.

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EXECUTED as a Deed by the parties on the date set out at the commencement of this Agreement.

Signed for and on behalf of)
CAMPASPE SHIRE COUNCIL in accordance)
with a delegated power that is recorded in an)
instrument of delegation dated) .....

18 FEB 2014 .....
Date of Delegation

KEITH OBERIN .....
Full name

SIGNED in the presence of:

Witness .....

Full name KYNNE NAPIER

Usual address: Cnr Hare & Heygarth Streets
ECHUCA VIC 3564

Signed on the 7 day of January 2015

EXECUTED by CKS AUSTRALIA PTY LTD in accordance with Section 127(1) of the Corporations Act by being signed by those persons who are authorised to sign for the Company:

S G Crooks. .....
Secretary/Director

Stephen Gary Crooks.
Name (please print)

Usual Address: 190 Baillieu Rd
Torrumbarry vic 3562

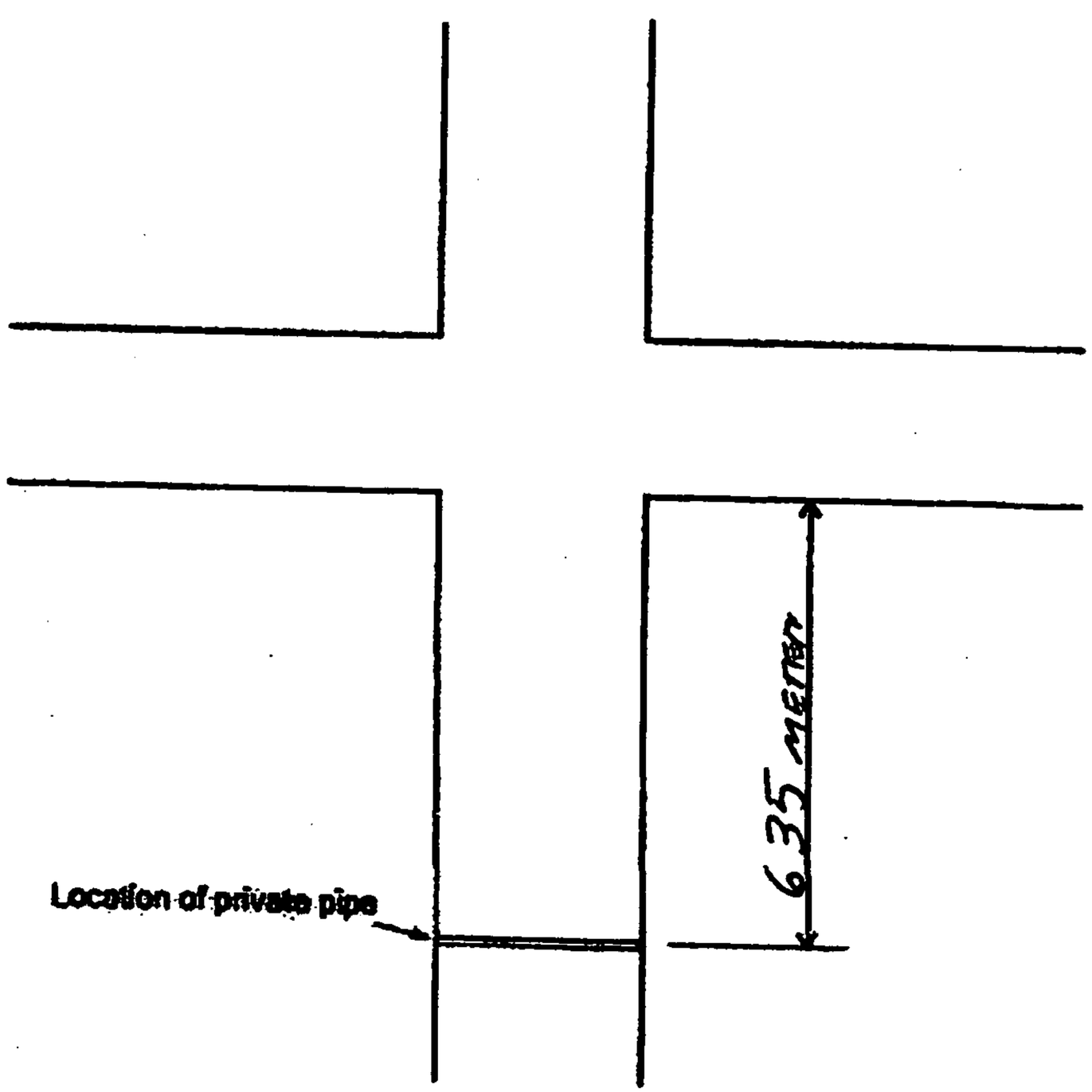
.....
Director

MICHAEL JAMES CLIFFORD CROOKS
Name (please print)

Usual Address: 190 Baillieu Rd
Torrumbarry Vic 3562

(1)

WORKS WITHIN ROAD RESERVE – PRIVATE SERVICES UNDER PUBLIC ROADS LOCATION PLAN



Applicant to complete

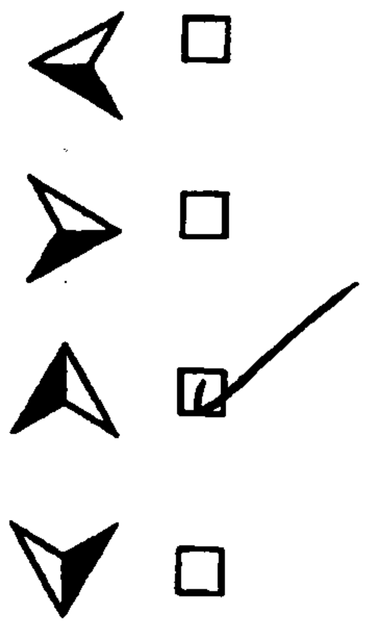
Road Name Pipe Location: BAILLIEU ROAD

Road Name Nearest Intersection: MURRAY VALLEY HIGHWAY

Distance of Pipe from Intersection: 635m

District Name (Locality): TORRUMBARRY

Select Direction Arrow Closest to **North:** Tick box ✓



SHIRE OF CAMPASPE		
DOCUMENT/S CHECKED BY:	NAME: JOHN McKENZIE SIGNATURE:	1/12/14 DATE
DOCUMENT/S APPROVED BY: (SUBJECT TO ANY ENDORSED CHANGES)	NAME: SIGNATURE:	4/12/14 DATE

Shire of Campaspe Cnr Hare & Heygarth Streets PO Box 35 Echuca 3564 Phone 5481 2200	**WARNING** **BEWARE OF UNDERGROUND SERVICES** Obtain Dial Before You Dig information and locate all services prior to commencing works	Issue For APPROVAL Designed JM 17/8/2013 Not to scale	**Private Services Under Public Roads** DRG No 61-256-01 **LOCATION PLAN**

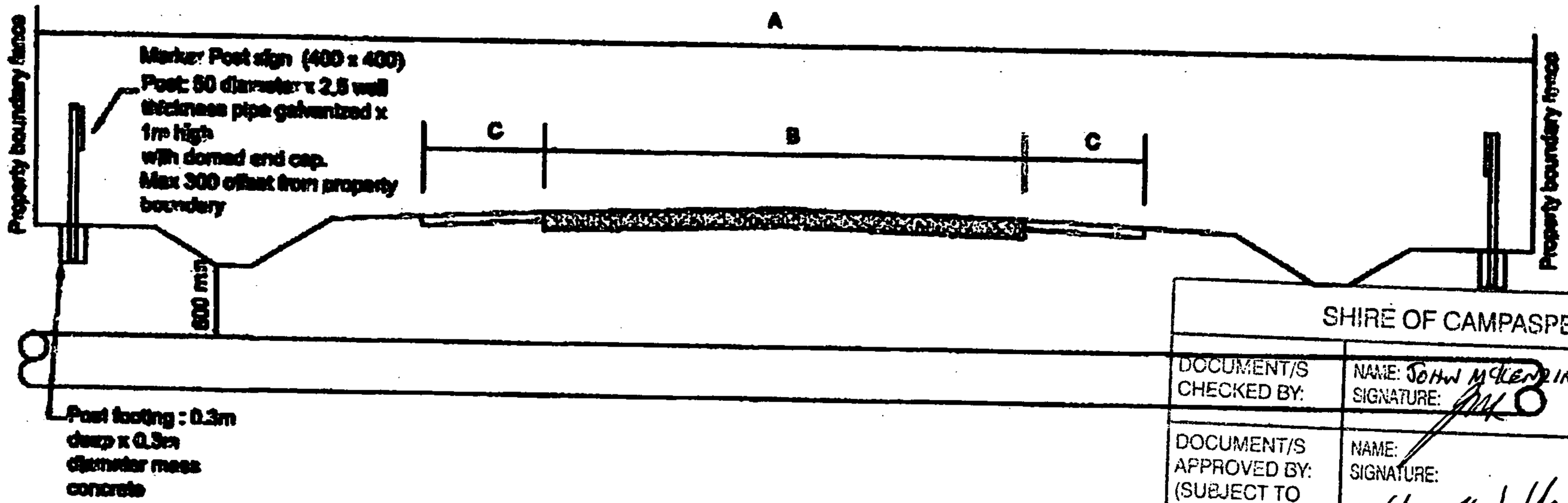
page 1 of 2

AL621863K

Delivered by LANDATA®, timestamp 03/12/2025 16:03 Page 31 of 34

(1)

WORKS WITHIN ROAD RESERVE – PRIVATE SERVICES UNDER PUBLIC ROADS TYPICAL CROSS SECTION



SHIRE OF CAMPASPE		
DOCUMENT/S CHECKED BY:	NAME: JOHN McKENZIE SIGNATURE:	1/12/14 DATE
DOCUMENT/S APPROVED BY: (SUBJECT TO ANY ENDORSED CHANGES)	NAME: SIGNATURE:	4/12/14 DATE

Applicant to complete

Pipe Diameter:	560 mm	A Road Reserve Width:	20 m
Pipe Material:	POLY	B Existing Pavement Width:	N/A m DIRT
Pipe Joint Type:	WELDED	C Existing Shoulder Width	N/A m DIRT
Pipe Wall Thickness:	27 mm	Road Surface Type:	☐ Bitumen ☐ Gravel ☑ Earth / Natural
Pipe Class:	PN 8		

Note 1: All bitumen seals are to be bored under

Note 2: No butt jointed pipes / services are permitted under road pavement

Marker Post Information Required

Name of Property Owner:	S+M CROCKS
Contact Phone:	0437 734300
Depth to Pipe:	600 mm
Pipe Diameter:	560 mm

CAMPASPE Shire of Campaspe Cnr Hare & Heygarth Streets PO Box 35 Echuca 3564 Phone 5481 2200	WARNING BEWARE OF UNDERGROUND SERVICES Obtain Dial Before You Dig Information and locate all services prior to commencing works	Issue For APPROVAL Designed JM 17/8/2013 Not to scale	**Private Services Under Public Roads** DRG No 61-256-02 **TYPICAL CROSS SECTION**

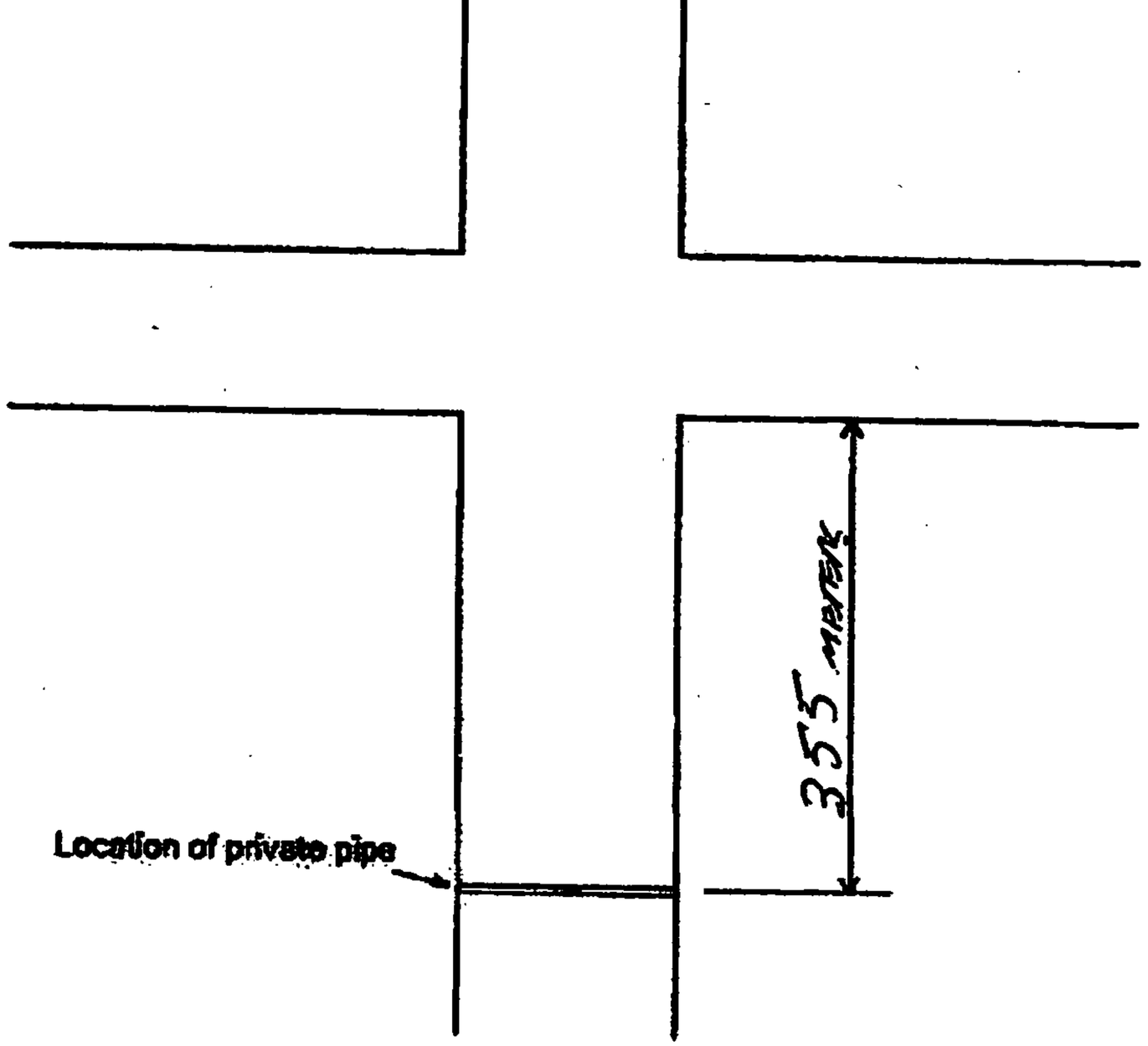
ANNEXURE A
page 2 of 2

AL621863K

Delivered by LANDATA®, timestamp 03/12/2025 16:03 Page 32 of 34

(2)

WORKS WITHIN ROAD RESERVE – PRIVATE SERVICES UNDER PUBLIC ROADS LOCATION PLAN



Applicant to complete

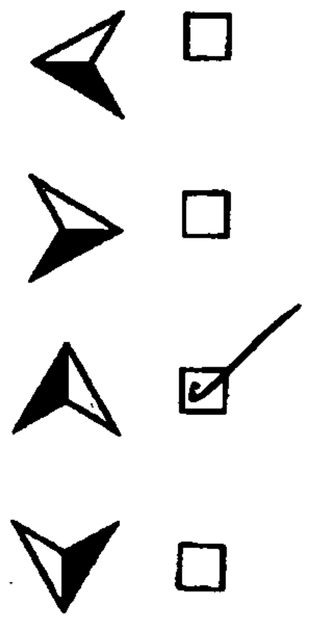
Road Name Pipe Location: BAILLIEU ROAD

Road Name Nearest Intersection: MURRAY VALLEY HIGHWAY

Distance of Pipe from Intersection: 355 m

District Name (Locality): TORRUMBARRY

Select Direction Arrow Closest to **North:** Tick box ✓



SHIRE OF CAMPASPE		
DOCUMENT/S CHECKED BY:	NAME: JOHN McKENZIE SIGNATURE:	1/12/14 DATE
DOCUMENT/S APPROVED BY: (SUBJECT TO ANY ENDORSED CHANGES)	NAME: SIGNATURE:	4/12/1 DATE

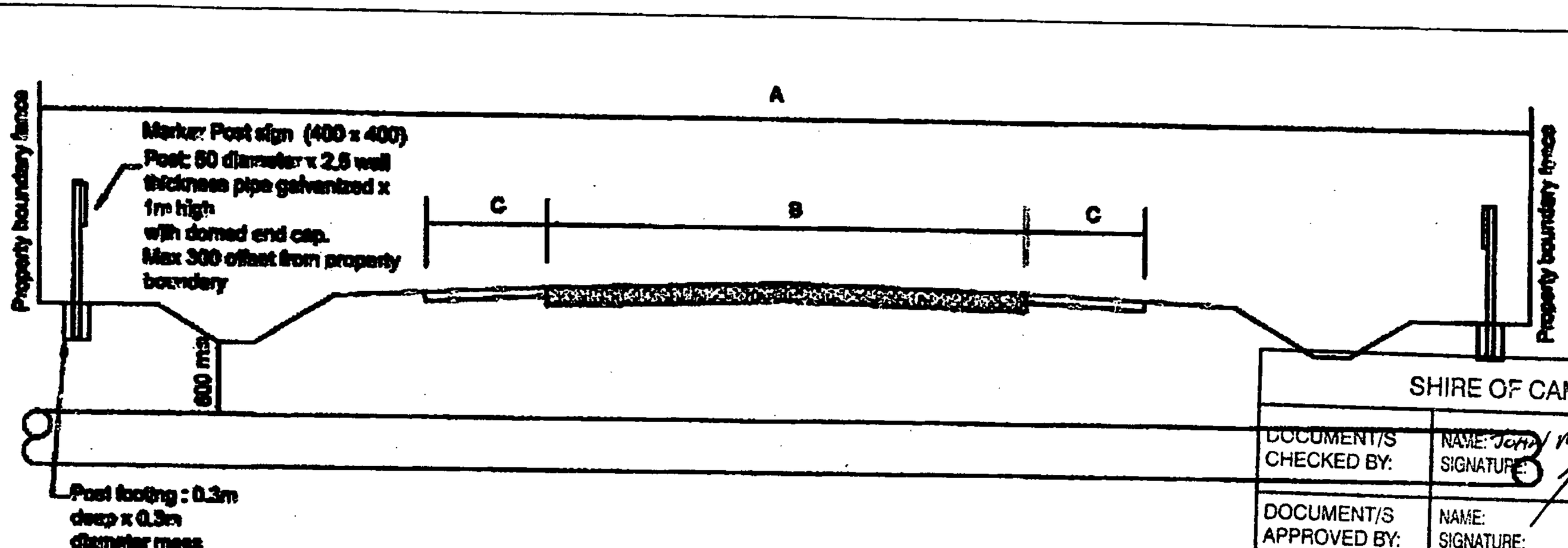
CAMPASPE Shire of Campaspe Cnr Hare & Heygarth Streets PO Box 35 Echuca 3564 Phone 5481 2200	WARNING BEWARE OF UNDERGROUND SERVICES Obtain Dial Before You Dig information and locate all services prior to commencing works	Issue For APPROVAL Designed JM 17/8/2013 Not to scale	**Private Services Under Public Roads** DRG No 61-256-01 **LOCATION PLAN**

AL621863K

Delivered by LANDATA®, timestamp 03/12/2025 16:03 Page 33 of 34

(2)

WORKS WITHIN ROAD RESERVE – PRIVATE SERVICES UNDER PUBLIC ROADS TYPICAL CROSS SECTION



SHIRE OF CAMPASPE		
DOCUMENT/S CHECKED BY:	NAME: JOHN MCKENZIE SIGNATURE:	1/12/14 DATE
DOCUMENT/S APPROVED BY: (SUBJECT TO ANY ENDORSED CHANGES)	NAME: SIGNATURE:	4/12/14 DATE

Applicant to complete

Pipe Diameter:	560 mm	A Road Reserve Width:	20 m
Pipe Material:	POLY	B Existing Pavement Width:	N/A m DIRT
Pipe Joint Type:	WELDED	C Existing Shoulder Width	N/A m DIRT
Pipe Wall Thickness:	27 mm	Road Surface Type:	☐ Bitumen ☐ Gravel ☑ Earth / Natural
Pipe Class:	PN 8		

Note 1: All bitumen seals are to be bored under

Note 2: No butt jointed pipes / services are permitted under road pavement

Marker Post Information Required

Name of Property Owner:	S+M CROCKS
Contact Phone:	0437 734300
Depth to Pipe:	600 mm
Pipe Diameter:	560 mm

Shire of Campaspe Cnr Hare & Heygarth Streets PO Box 35 Echuca 3564 Phone 5481 2200	WARNING BEWARE OF UNDERGROUND SERVICES Obtain Dial Before You Dig information and locate all services prior to commencing works	Issue For APPROVAL Designed JM 17/8/2013 Not to scale	**Private Services Under Public Roads** DRG No 61-256-02 **TYPICAL CROSS SECTION**

ANNEXURE A2
page 2 of 2
AL621863K

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AR411032B

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

Section 181 Planning and Environment Act 1987

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Lodged by

Name: DAWES & VARY RIORDAN PTY LTD

Phone: 03 5483 0200

Address: 201 HARE STREET, ECHUCA 3564

Reference: MA:20173036

Customer code: 1261N

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

Land:(volume and folio)

VOLUME 10796 FOLIO 168

Responsible authority:(full name and address, including postcode)

CAMPASPE SHIRE COUNCIL OF CNR HARE AND HEYGARTH STREETS ECHUCA 3564

Section and act under which agreement is made:

SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987

A copy of the agreement is attached to this application:

A COPY OF THIS AGREEMENT IS ATTACHED TO THIS APPLICATION

Signing:

THE BACK OF THIS FORM MUST NOT BE USED

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

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AR411032B

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

Section 181 Planning and Environment Act 1987

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Certifications

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

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	CAMPASPE SHIRE COUNCIL
Signer Name	MICHELLE ELISSA ALLAN
Signer Organisation	DAWES & VARY RIORDAN LAWYERS PTY LTD
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Signature	Michelle Allan
Execution Date	30/08/2018

THE BACK OF THIS FORM MUST NOT BE USED

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

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AR411032B

DAWES & VARY RIORDAN

LAWYERS

CAMPASPE SHIRE COUNCIL
("Council")

AND

CKS AUSTRALIA PTY LTD (ACN 108962607)
("the Owner")

AGREEMENT PURSUANT TO SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987

Property: the Land in Certificates of Title Volume 10796 Folio 168
known as 192 Baillieu Road, Torrumbarry

Dawes & Vary Riordan Pty Ltd
Solicitors
201 Hare Street
ECHUCA VIC 3564
DX 62501 ECHUCA
Tel: 03 5483 0200
Fax: 03 5482 5739
Ref: MA:20173036

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Delivered by LANDATA®, timestamp 03/12/2025 16:05 Page 4 of 12

Table of Contents

1. BACKGROUND 1
2. DEFINITIONS 1
3. INTERPRETATION 2
4. AGREEMENT UNDER SECTION 173 OF THE ACT 2
5. EFFECT OF AGREEMENT 2
6. COVENANTS OF OWNER 3
7. OWNER'S WARRANTIES 3
8. SUCCESSORS IN TITLE 4
9. COSTS 4
10. DEFAULT OF OWNER 4
11. INTEREST AND CHARGE 5
12. INDEMNITY 5
13. OWNER'S ACKNOWLEDGMENT 5
14. DISPUTE RESOLUTION 6
15. GENERAL 6
16. PROPER LAW 7
17. DELEGATION 7

Delivered by LANDATA®, timestamp 03/12/2025 16:05 Page 5 of 12

Section 173 Agreement

THIS AGREEMENT is made the 16th day of AUGUST 2018

BETWEEN:

CAMPASPE SHIRE COUNCIL of Corner Hare and Heygarth Streets, Echuca Vic 3564

("Council")

AND

CKS AUSTRALIA PTY LTD (ACN 108962607) of 'Torrumbarry Estate', Murray Valley Highway, Echuca Victoria 3564

("the Owner")

IT IS HEREBY AGREED:

1. BACKGROUND

1.1 The Owner is the owner of the land comprised in Certificates of Title Volume 10796 Folio 168 ("the Land").

1.2 Council is the responsible authority under the Planning and Environment Act 1987 pursuant to the Planning Scheme.

1.3 The Owner is the holder of Planning Permit No. Pln 090/2017 ("the Permit") issued by Council and Council has required the provision of this Agreement.

2. DEFINITIONS

In this Agreement, unless the context clearly indicates to the contrary, the following words and expressions shall have the following meanings:

"**the Act**" means the *Planning and Environment Act 1987*.

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

"**complete**" in respect of any works or any part of any works means the completion of those works or the specified part of those works in accordance with plans and specifications approved by Council to the satisfaction of Council and "completion" and "completed" have the corresponding meaning.

"**Council**" means Campaspe Shire Council.

"**effective date**" means the date of this Agreement.

"**endorsed plan**" means the endorsed plan approved by Council pursuant to the Permit and any subsequent amendment thereof approved by Council.

Delivered by LANDATA®, timestamp 03/12/2025 16:05 Page 6 of 12

"**the Owner**" means **CKS AUSTRALIA PTY LTD (ACN 108 962 607)** and any person or persons entitled from time to time to be or who are registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Land or any part of it.

"**the Planning Scheme**" means the Campaspe Planning Scheme.

"**the Responsible Authority**" means the Campaspe Shire Council.

"**the zone**" is the designated zone of the Planning Scheme upon which the Land is situated.

3. INTERPRETATION

3.1 The singular includes the plural and the plural includes the singular.

3.2 A reference to a gender includes a reference to each other gender.

3.3 A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law.

3.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.

3.5 A reference to a Planning Scheme shall include any amendment, consolidation or replacement of such scheme.

3.6 A reference to a statute shall include any statutes amending, consolidating or replacing same and any regulations made under such statutes.

3.7 All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.

3.8 Where in this Agreement Council may exercise any power, duty or function, that power may be exercised on behalf of Council by an authorised officer.

4. AGREEMENT UNDER SECTION 173 OF THE ACT

Council and the Owner 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.

5. EFFECT OF AGREEMENT

5.1 This Agreement shall come into force and effect on the date hereof and shall terminate when all the Owner's obligations have been fulfilled to the satisfaction of Council.

5.2 The obligations of the Owner under this Agreement being obligations to be performed by the Owner as conditions on which the Land may be used or developed to achieve or advance the objectives of the Scheme, will take effect as separate and severable covenants which shall be annexed to and run at law and equity with the Land to bind the Owner and each successor, assignee or transferee of the Owner.

5.3 The Owner covenants and agrees with Council that the Owner will take all necessary steps to:

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(a) Comply with the obligations of each and every clause in this Agreement.

(b) Obtain the consent to this Agreement of any Mortgagee or other person having an interest in the Land.

6. COVENANTS OF OWNER

The Owner covenants with Council that:

6.1 The Owner shall pay Council's reasonable costs and expenses (including legal expenses) referred to in Clause 9.2 prior to Council executing this Agreement.

6.2 The Owner shall co-operate in the registration by Council of this Agreement at the Land Titles Office on the title or titles to the Land.

6.3 The Landowner will carry out the Offset Works as detailed in the security agreement approved in accordance with condition five of the permit is detailed in this agreement at no expense to the Responsible Authority.

6.4 The Landowner will not do any act, or allow any act to occur, but significantly damages or diminishes the ecological and habitat value of the vegetation, or may in the future significantly damage the ecological and habitat value of the vegetation, where the Offset Works being carried out or on the offset land.

6.5 The Landowner will allow authorised offices of DEWLP and the Responsible Authority to supervise the carrying out of the Offset Works.

6.6 The Landowner will allow authorised offices of DEWLP and the Responsible Authority access to the relevant parts of the Offset Land the purpose of inspecting the Offset Land at time agreed with the Owner for the purpose of determining compliance by the Owner with this agreement.

7. OWNER'S WARRANTIES

Without limiting the operation or effect which this Agreement has, the Owner warrants and covenants that:

7.1 The Owner is the registered proprietor of the Land and the beneficial Owner thereof.

7.2 There are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land not disclosed by the usual searches or notified to Council.

7.3 The Owner shall not sell, transfer, dispose of or assign, mortgage or part with the possession of the Land or any part thereof without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

7.4 If the Owner is registered as the proprietor of the Land as trustee of any trust, the Owner, for the purposes of this Agreement, shall be deemed to include each beneficiary of the relevant trust and the Owner in executing this Agreement does so intending to assume both personal liability and to bind the trust for which it acts as trustee. The Owner warrants that it is authorised to enter into this Agreement by the terms of the Trust Deed.

Delivered by LANDATA®, timestamp 03/12/2025 16:05 Page 8 of 12

8. SUCCESSORS IN TITLE

Without limiting the operation or effect which this Agreement has, the Owner shall until such time as a memorandum of this Agreement is registered on the titles to the Land ensure that the Owner's successors in title:

8.1 Give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and

8.2 Execute under seal a deed agreeing to be bound by the terms of this Agreement and upon such execution this Agreement shall continue as if executed by such successors as well as by the parties to this Agreement as if the successor's name appeared in each clause in which the name of the Owner appears and in addition to the name of the Owner.

9. COSTS

The Owner shall forthwith pay on demand to Council Council's reasonable costs and expenses (including legal expenses) of and incidental to:

9.1 This Agreement and any amendment of this Agreement and anything done in connection with this Agreement including anything done in anticipation of this Agreement and the enforcement of any obligations imposed on the Owner (despite the provisions of this clause the parties agree that the Owner is not liable for any Council costs and expenses relating to enforcement proceedings which are not successful before the relevant board or tribunal).

9.2 The preparation of an application pursuant to Section 181 of the Act enabling the registration of this Agreement at the Land Titles Office and any duties or fees payable in connection with this Agreement or its registration.

9.3 Administration and supervision costs of Council properly and reasonably incurred in relation to any works to be performed pursuant to this Agreement except for administration and supervision which Council is obliged to undertake pursuant to its statutory duties and in regard to which the Owner has paid to Council the required statutory fees and charges.

9.4 The preparation, negotiation, completion and enforcement of this Agreement including all moneys, costs (including charges for consultants, architects and legal advisers and for any other related professional advice and assistance) charges and expenses which Council may pay, incur or expend in consequence of any default in the performance and observance of any covenant, proviso, condition or agreement herein contained or implied and on the Owner's part to be performed and observed or under or in exercise or enforcement or attempted exercise or enforcement of any right, power or remedy herein contained.

9.5 Any request by the Owner for Council's consent or approval where such consent or approval is required under any covenant, proviso, condition or agreement herein contained or implied.

10. DEFAULT OF OWNER

In the event of the Owner defaulting or failing to perform any of the Owner's obligations under this Agreement, such default not being remedied within 14 days after the giving of notice by Council, Council may without further notice and without prejudice to any other remedies, enter the Land and rectify such default and the reasonable cost to rectify such default shall be borne by the Owner on demand and any such costs shall be capable of being recovered by Council in any Court of competent

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jurisdiction as a civil debt recoverable summarily. A certificate signed by the Chief Executive Officer of Council shall be prima facie proof of the cost of remedying the breach.

11. INTEREST AND CHARGE

11.1 If any of the monies payable pursuant to this Agreement (" the principal sum") are not paid by the due date, the amount then due and unpaid shall attract interest at a rate of 2% above the rate prescribed under the Penalty Interest Rates Act or any later equivalent enactment from the date that such moneys becomes due until they are paid in full.

11.2 Any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid costs and expenses of Council and shall then be applied in repayment of the principal sum.

11.3 For better securing compliance with this Agreement, the Owner hereby charges in favour of Council all the Owner's estate and interest both legal and equitable in the Land to the extent of the obligations imposed on the Owner under this Agreement for the amount of any moneys which are payable by the Owner to Council under this Agreement provided always that nothing in this sub-clause shall prevent the Owner from mortgaging the Land by way of registered mortgage or otherwise.

11.4 For better securing compliance of this Agreement, the Owner hereby appoints Council as its lawful attorney to do all things the Owner is capable of doing for the purposes of giving effect to this Agreement or necessary to give effect to any of the duties or obligations imposed on the Owner pursuant to this Agreement and hereby authorises Council to do so and will ratify whatever Council shall lawfully do or cause to be done by virtue of this Power of Attorney.

11.5 Council may not exercise its powers as lawful attorney or enforce the charge referred to in this clause until notice has been given under clause 10 and that notice has not been complied with.

12. INDEMNITY

The Owner covenants and agrees that the Owner will indemnify and keep indemnified Council, its officers, employees, agents, workmen and contractors from and against all costs, expenses, losses or damages whatsoever which Council, its officers, employees, agents, workmen and contractors may sustain, incur or suffer or be or become liable for or in respect of any suit, action, proceeding, judgement or claim brought by any person whatsoever arising from or referable to or any breach of this Agreement.

13. OWNER'S ACKNOWLEDGMENT

The Owner expressly acknowledges and agrees that nothing in this Agreement nor the performance by the Owner of any of its obligations under this Agreement does or will restrain, limit or otherwise fetter the exercise by Council of the power, duties, and discretions that Council has or may have (as Planning authority, responsible authority or otherwise) under the Act or under the scheme to consider, approve, amend or to require further information in respect of:

13.1 Any plans submitted by the Owner to Council for approval;

13.2 Any new or additional application made by the Owner for amendment to the scheme or in respect of the Land;

Delivered by LANDATA®, timestamp 03/12/2025 16:06 Page 10 of 12

13.3 Any application made by the Owner to Council for the grant of a permit or for consent or approval for the carrying out of any development or use of the Land for which a permit or approval or consent is required; or

13.4 Any application to amend the permit or the endorsed plans.

14. DISPUTE RESOLUTION

Where provisions of this Agreement relate to works, development or use of the Land, such works development or use shall be carried out to the satisfaction of or with the approval of Council and any dispute as to compliance may be referred by either party to the Victorian Civil and Administrative Tribunal.

15. GENERAL

Notices

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

(a) by delivering it personally to that party;

(b) by sending it by prepaid post addressed to that party at the address set to in this Agreement or subsequently notified to each party from time to time; or

(c) by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

15.2 A notice or other communication is deemed served:

(a) if delivered, on the next following business day;

(b) if posted, on the expiration of two business days after the date of posting; or

(c) if sent by facsimile, on the next following business day unless the receiving party has required transmission before the end of that business day then on the following business day after such request.

Further Assurance

15.3 The parties to this Agreement shall respectively sign and execute all further documents and deeds and do all acts and things as the other parties shall reasonably require for completely effecting this Agreement.

No Waiver

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

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Severability

15.5 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.

Interpretation

15.6 The requirements of this Agreement are at all times to be construed as additional to the requirements of any legislation affecting the development of the Land and in particular the undertaking of any works on the Land.

15.7 Nothing contained in this Agreement shall in any way, shape or form fetter Council in the exercise of its discretion as the Relevant Authority pursuant to any legislation affecting the development of the Land.

15.8 Council (or any employee or authorised officer of Council) may at any reasonable time upon giving twenty four (24) hours written notice to the Owner and any occupier of the Land enter into and upon the Land for the purposes of inspecting the Land and any building on the Land and for the purpose of exercising any other powers of Council pursuant to this Agreement **provided however** that Council (or any employee or authorised officer of Council) shall not be required to give such notice if, in the reasonable opinion of Council or such employee or authorised officer, urgent entry is required.

16. PROPER LAW

The proper law of this Agreement is the law of the State of Victoria and insofar as is appropriate the law of the Commonwealth of Australia.

17. DELEGATION

Council may by written instrument delegate any of Council's powers pursuant to this Agreement to any authorised officer of Council.

EXECUTED as a Deed by the parties on the date set out at the commencement of this Agreement.

AR411032B

SIGNED SEALED AND DELIVERED for and on behalf of **CAMPASPE SHIRE COUNCIL** in accordance with a delegated power that is recorded in an instrument of delegation dated

27th JUNE 2017

Date of Delegation

JASON RUSSELL

Full name

SIGNED in the presence of:

Witness .....

Full name Kaye Mason

Usual address: Cnr Hare & Heygarth Streets
ECHUCA VIC 3564

Signed on the 16 day of August 2018

EXECUTED by CKS AUSTRALIA PTY LTD in accordance with Section 127(1) of the Corporations Act by being signed by those persons who are authorised to sign for the Company:

Secretary/Director

MICHAEL JAMES CLIFFORD CROOKS

Name (please print)

Usual Address: 192 BAILLIEU RD
Torrumbarry Vic 3562

Director

STEPHEN GARY CROOKS.

Name (please print)

Usual Address: 192 Baillieu Rd
Torrumbarry Vic 3562

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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 10960 FOLIO 279 Security no : 124130451294T
Produced 03/12/2025 02:31 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 547702Q.
PARENT TITLE Volume 08814 Folio 392
Created by instrument PS547702Q 03/08/2006

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
MCLEAN FARMS AUSTRALIA PTY LTD of 385 FELTON ROAD PITTSWORTH QLD 4356
AZ324056B 27/06/2025

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AZ324059U 27/06/2025
NATIONAL AUSTRALIA BANK LTD

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 244 Water Act 1989
AD149603P 30/09/2004

DIAGRAM LOCATION

SEE PS547702Q 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: 152 CHRYSTAL ROAD TORRUMBARRY VIC 3562

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 03/07/2025

DOCUMENT END

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PLAN OF SUBDIVISION

STAGE No.

LR USE ONLY
EDITION 1

PLAN NUMBER
PS 547702Q

LOCATION OF LAND

PARISH: TURRUMBERRY NORTH

TOWNSHIP: ———

SECTION: 3

CROWN ALLOTMENTS: PARTS OF 19, 21 & 22

CROWN PORTION: ———

LR BASE RECORD: DCMB

TITLE REFERENCES: VOL.8814 FOL.392

LAST PLAN REFERENCE/S: LOT 2 LP 86931

POSTAL ADDRESS: (At time of subdivision) 152 CHRYSTAL ROAD TORRUMBARRY VIC 3562

MGA Co-ordinates (of approx centre of land in plan) **E** 279 050 **N** 6 005 715 **ZONE** 55

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME: SHIRE OF CAMPASPE REF: 2006-017

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 16 / 05 / 2006

~~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
ROAD R1	SHIRE OF CAMPASPE

NOTATIONS

STAGING This ~~is~~/is not a staged subdivision.
Planning permit No. 2006-017

DEPTH LIMITATION
DOES NOT APPLY

THE DIMENSIONS UNDERLINED ARE NOT THE RESULTS OF THIS SURVEY.

THE 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) 55,56 & 57
IN PROCLAIMED SURVEY AREA No. ———

EASEMENT INFORMATION

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	CARRIAGEWAY	SEE PLAN	LP 86931	LOTS IN LP 86931
E-2	WATER SUPPLY	SEE PLAN	THIS PLAN	LOT 1 THIS PLAN

LR USE ONLY
STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT

RECEIVED ☑

DATE 24 / 7 / 06

LR USE ONLY
PLAN REGISTERED
TIME 4:10PM
DATE 3 / 8 / 2006

Assistant Registrar of Titles

SHEET 1 OF 2 SHEETS

IDEAS INTO ACTION PLANRIGHT
HARLAND & LANGENBACHER P/L
P.O. BOX 586 ECHUCA 3564. TEL (03) 5482 1699

LICENSED SURVEYOR (PRINT) M.F. LANGENBACHER
SIGNATURE ..... DATE 14 / 06
REF S4479 VERSION 2

.....
DATE 16 / 05 / 2006
COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

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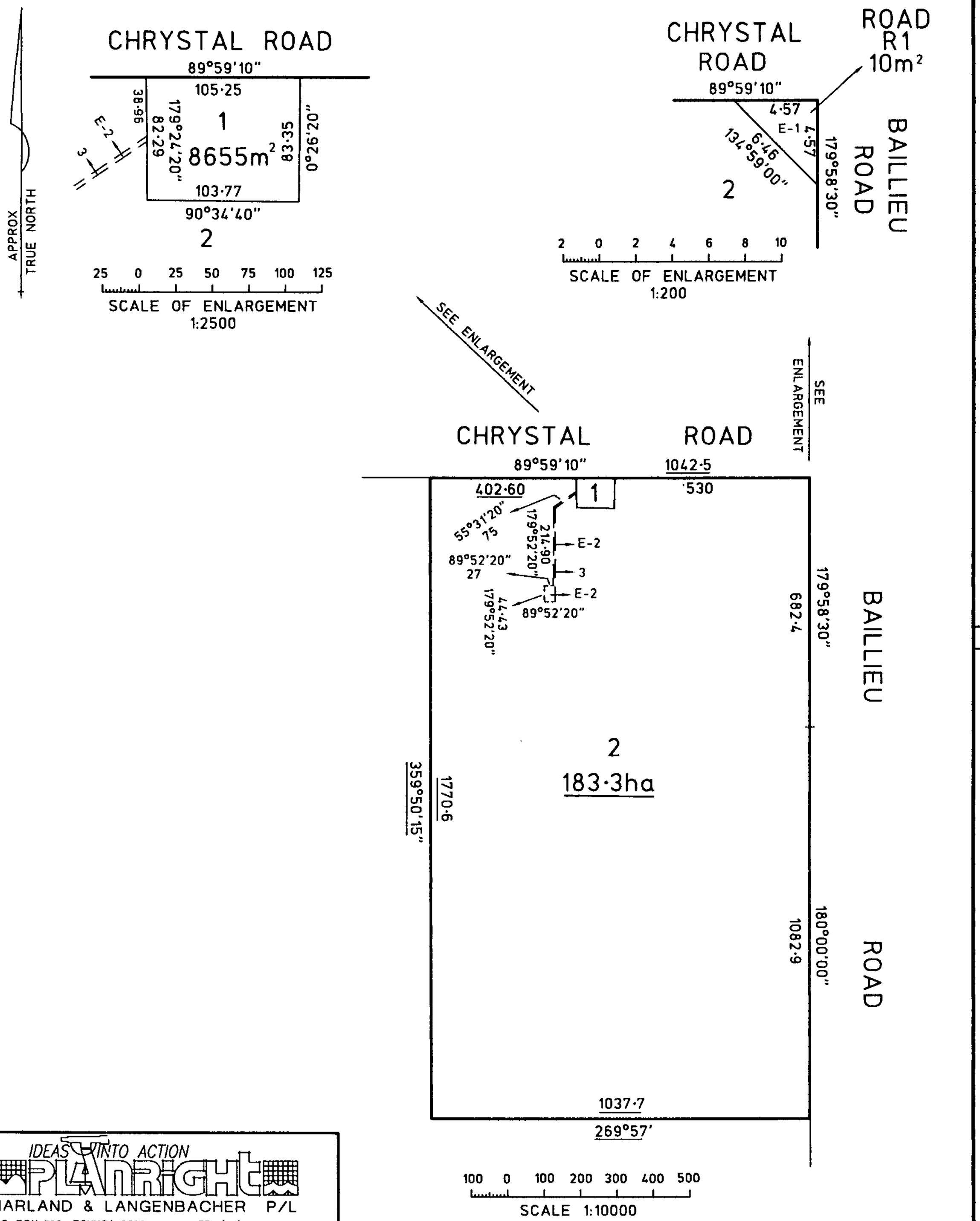
"Reverse image inkjet"

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER **PS 547702Q**



IDEAS INTO ACTION PLANRIGHT

HARLAND & LANGENBACHER P/L

P.O. BOX 586 ECHUCA 3564. TEL (03) 5482 1699

SCALE	ORIGINAL			
0 — LENGTHS ARE IN METRES	SCALE AS SHOWN	SHEET SIZE A3	LICENSED SURVEYOR (PRINT) M.F. LANGENBACHER SIGNATURE ..... DATE / / REF S4479 VERSION 2	SHEET 2 OF 2 SHEETS ..... DATE / / COUNCIL DELEGATE SIGNATURE