

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

Page 1 of 1

VOLUME 12675 FOLIO 217

Security no : 124135208216C
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LAND DESCRIPTION

Lot 1 on Plan of Subdivision 927303N.
PARENT TITLE Volume 04330 Folio 940
Created by instrument PS927303N 29/05/2026

**ADVERTISED
PLAN**

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
GOORAMBAT EAST SOLAR FARM PTY LTD of LEVEL 23 2 SOUTHBANK BOULEVARD
SOUTHBANK VIC 3006
PS927303N 29/05/2026

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY341260P 26/08/2024
BNP PARIBAS

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
AY621821P 22/11/2024

DIAGRAM LOCATION

SEE PS927303N FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	PLAN OF SUBDIVISION	STATUS	DATE
PS927303N (B)		Registered	29/05/2026

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

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

ADMINISTRATIVE NOTICES

NIL

eCT Control 19300F ALLENS
Effective from 29/05/2026

DOCUMENT END

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Department of Transport and Planning

Electronic Instrument Statement

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Status	Registered	Dealing Number	AY621821P
Date and Time Lodged	22/11/2024 12:07:57 PM		

Lodger Details

Lodger Code	17829T
Name	RUSSELL KENNEDY
Address	
Lodger Box	
Phone	
Email	
Reference	115734-00151

**ADVERTISED
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APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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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.

Estate and/or Interest

FEE SIMPLE

Land Title Reference

4330/940
7539/164

Instrument and/or legislation

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

Applicant(s)

Name	BENALLA RURAL CITY COUNCIL
Address	
Property Name	CUSTOMER SERVICE CENTRE
Street Number	1
Street Name	BRIDGE
Street Type	STREET
Locality	BENALLA
State	VIC



Department of Transport and Planning

Electronic Instrument Statement

Postcode 3672

Additional Details
Refer Image Instrument

The applicant requests the recording of this Instrument in the Register.

Execution

1. The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

Executed on behalf of	BENALLA RURAL CITY COUNCIL
Signer Name	CHRISTINE PERKINS
Signer Organisation	PARTNERS OF RUSSELL KENNEDY
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	22 NOVEMBER 2024

File Notes:
NIL

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

Statement End.

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Number of Pages (excluding this cover sheet)	13
Document Assembled	02/06/2026 14:33

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Russell Kennedy

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BENALLA RURAL CITY COUNCIL

and

GOORAMBAT EAST SOLAR FARM PTY LTD

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

Land: 379 Goorambat-Chesney Road,
Goorambat, Victoria 3725

Russell Kennedy Pty Ltd ACN 126 792 470 ABN 14 940 129 185
Level 18, 500 Bourke Street, Melbourne VIC 3000 Australia PO Box 5146, Melbourne VIC 3001 Australia
T +61 3 9609 1555 F +61 3 9609 1600 E info@rk.com.au russellkennedy.com.au

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Ref EYM 115734-00151

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ADVERTISED PLAN

THIS AGREEMENT is dated

13 November 2024

PARTIES

- 1 **BENALLA RURAL CITY COUNCIL**
of 1 Bridge Street East, Benalla, Victoria 3672
(Council)
- 2 **GOORAMBAT EAST SOLAR FARM PTY LTD**
(ACN 652230521)
of Level 23, 2 Southbank Boulevard, Southbank, Victoria 3006
(Operator)

RECITALS

- A The Council is the responsible authority under the Act for the Scheme.
- B The Owner is registered or is entitled to be registered as proprietor of the Land.
- C The Operator is the operator of the Solar Farm on the Land.
- D Condition 45 of the Permit provides as follows:
- "45. *Before the use of the solar facility starts, the operator of the solar farm facility and the owners of the properties which make up the site must enter into an agreement with the responsible authority under section 173 of the Planning and Environment Act 1987. The agreement must require the operator of the solar farm facility to do the following once significant sections of the solar panels have permanently ceased to generate electricity.*
- a. *Notify the responsible authority in writing of the solar panels ceasing operation. Such notification must be given no later than two months after the panels cease operation;*
 - b. *Undertake the following to the satisfaction of the responsible authority within such time frame as may be specified by the responsible authority:*
 - i. *Remove all above ground non-operational equipment;*
 - ii. *Remove and clean up any residual contamination;*
 - iii. *Rehabilitate all areas of infrastructure removal, access tracks and other areas affected by the decommissioning of the solar panel infrastructure, if those areas are not otherwise useful to the on-going use or decommissioning of the solar farm facility;*
 - iv. *Submit a post-decommissioning revegetation management plan to the responsible authority and the Department of Environment, Land, Water and Planning (Hume Region) that shows corridor planting a minimum distance of 75 metres from any vegetation to be retained consisting of species from the dominant EVC and must include a minimum of 200 large tree species. Varieties of understory planting must also be included. The plan must provide*

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methods for planting, maintenance requirements and the protection of the vegetation from stock."

- E The Land is encumbered by mortgage number AY341260P in which BNP Paribas is named as mortgagee. The mortgagee has consented to the Owner entering into this Agreement.
- F This Agreement has been entered into in order to:
- i. comply with condition 45 of the Permit;
 - ii. prohibit, restrict or regulate the use and development of the Land;
 - iii. achieve and advance the objectives of planning in Victoria and the objectives of the Scheme in relation to the Land.
- G This Agreement is made under Division 2 of Part 9 of the Act.

OPERATIVE PROVISIONS

1 DEFINITIONS

In this Agreement:

- (a) **Act** means the *Planning and Environment Act 1987* (Vic).
- (b) **Agreement** means this Agreement, including the recitals and any annexures to this Agreement.
- (c) **Business Day** means Monday to Friday excluding public holidays in Victoria.
- (d) **DEECA** means the Department of Energy, Environment and Climate Action which was previously known as the Department of Environment, Land, Water and Planning (Hume Region) prior to 1 January 2023.
- (e) **Endorsed Plan** means the plan or plans endorsed from time to time with the stamp of Council as the plan which forms part of the Permit.
- (f) **EVC** means Ecological Vegetation Classes.
- (g) **GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended).
- (h) **GST** means the goods and services tax as provided for by the GST Law.
- (i) **GST Law** means the GST Act and any associated legislation including without limitation delegated legislation.
- (j) **Input Tax Credit** in relation to a supply, means a credit under the GST Act for the GST payable by the recipient in respect of the supply.
- (k) **Land** means the whole of the land more particularly described in certificates of title:
 - (i) volume 07539 folio 164;
 - (ii) volume 04330 folio 940.

- (l) **Mortgagee** means the person or persons registered or entitled from time to time to be registered by the Registrar as mortgagee of the Land or any part of it.
- (m) **Operator** means the operator of the Solar Farm Facility.
- (n) **Owner** means the person or persons who are registered or are entitled to be registered as proprietor of an estate in fee simple in the Land or any part thereof, and includes a mortgagee in possession.
- (o) **Permit** means planning permit P0102/19 (as amended) issued in respect of the Land by Council on 31 January 2020 allowing for "*the use and development of land for a renewable energy facility (solar farm), the removal of native vegetation and the construction and display of Business Identification Signage in accordance with the Endorsed Plans.*"
- (p) **Register** means the register of land kept and maintained by the Registrar pursuant to the *Transfer of Land Act 1958* (Vic).
- (q) **Registrar** means the Registrar of Titles for the purpose of the *Transfer of Land Act 1958* (Vic).
- (r) **Revegetation Management Plan** means the report prepared following the decommissioning of the Solar Panel Infrastructure.
- (s) **Scheme** means the Benalla Planning Scheme or any other planning scheme which applies to the Land from time to time.
- (t) **Solar Farm** means the renewable energy facility (solar farm) approved by the Permit.
- (u) **Stopped Operating** means the solar panels that have permanently stopped generating electricity.
- (v) **Solar Panel Infrastructure** means any infrastructure and equipment associated with the Solar Farm.
- (w) **Tax Invoice** in relation to a supply, means an invoice for the supply required by the GST Act to support a claim by the recipient for an Input Tax Credit for the GST on the supply.

2 COMMENCEMENT

This Agreement comes into force on the date it was made as set out above.

3 ENDING OR AMENDING AGREEMENT

3.1 Ending or amending

This Agreement ends or may be amended in accordance with the Act.

3.2 Cancellation or alteration of recording

As soon as reasonably practicable after this Agreement has ended or has been amended, the Council must, at the request and at the cost of the Owner, apply to the Registrar under the Act to cancel or alter the recording of this Agreement on the folio of the Register to the Land.

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4 OPERATOR'S COVENANTS

4.1 Notification to Council

The Operator covenants and agrees:

- 4.2.1 to provide written confirmation to the Council once significant sections of solar panels have Stopped Operating and the Solar Farm is to be decommissioned; and
- 4.2.2 such notice is to be provided to Council no later than two months after the solar panels have Stopped Operating.

4.2 Decommission of the Solar Panel Infrastructure

Within a timeframe to be specified by the Council in its absolute discretion, the Operator covenants and agrees to:

- 4.2.1 remove all above ground non-operational equipment;
 - 4.2.2 remove and clean up any residual contamination; and
 - 4.2.3 rehabilitate all areas of infrastructure removal, access tracks and other areas affected by the decommissioning of the Solar Panel Infrastructure;
- at the cost of the Operator and all to the satisfaction of Council.

4.3 Exception

Despite clause 4.2.3, the Solar Panel Infrastructure may not need to be decommissioned if Council is satisfied by evidence provided by the Operator that the Solar Panel Infrastructure is required for the on-going use or decommissioning of the Solar Farm.

4.4 Revegetation Management Plan

The Operator covenants and agrees that when the Solar Panel Infrastructure is decommissioned to submit a Revegetation Management Plan to the satisfaction of Council and the DEECA that includes the Operator undertaking and completing within 12 months to the satisfaction of Council:

- 4.4.1 corridor planting a minimum distance of 75 metres from any vegetation to be retained consisting of species from the dominant EVC and must include a minimum of 200 large tree species;
- 4.4.2 varieties of understory planting; and
- 4.4.3 methods for planting, maintenance requirements and the protection of the vegetation from stock.

4.5 Successors in title

Until this Agreement is recorded on the folio of the Register which relates to the Land pursuant to section 181 of the Act, the Owner must ensure that the Owner's successors in title give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement including requiring the successors in title to execute a deed agreeing to be bound by the terms of this Agreement. Until that deed is executed, the Owner, being a party to this Agreement, remains liable to perform all of the Owner's obligations contained in this Agreement.

4.6 Further assurance

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

4.7 Payment of Council's costs

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

4.8 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.

4.9 Indemnity

The Owner and Operator covenants to indemnify and keep the Council, its officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, 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 from or referable to this Agreement or any non-compliance with this Agreement.

4.10 Non-compliance

If the Owner or Operator has not complied with this Agreement within 14 days after the date of service on the Owner or Operator by the Council of a notice which specifies the Owner's or Operator's failure to comply with any provision of this Agreement, the Owner and Operator covenants:

4.10.1 to allow the Council its officers, employees, agents, workmen and contractors to enter the Land and rectify the non-compliance;

4.10.2 to pay to the Council on demand, the Council's reasonable costs and expenses (**Costs**) incurred as a result of the Owner's non-compliance;

4.10.3 to pay interest at the rate of 2% above the rate prescribed under section 2 of the *Penalty Interest Rates Act 1983* on all moneys which are due and payable but remain owing under this Agreement until they are paid in full;

4.10.4 if requested to do so by the Council, to promptly execute in favour of the Council a mortgage to secure the Owner's obligations under this Agreement,

and the Owner agrees:

4.10.5 to accept a certificate signed by the Chief Executive Officer of the Council (or any nominee of the Chief Executive Officer) as prima facie proof of the Costs incurred by the Council in rectifying the Owner's non-compliance with this Agreement;

4.10.6 that any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid Costs of the Council and then applied in repayment of the principal sum;

4.10.7 that all Costs or other monies which are due and payable under this Agreement but which remain owing shall be a charge on the Land until they are paid in full; and

4.10.8 if the Owner executes a mortgage as required by clause 4.10.4, any breach of this Agreement is deemed to be a default under that mortgage.

4.11 Standard of works

The Operator covenants to comply with the requirements of this Agreement and to complete all works required by this Agreement as expeditiously as possible at its cost and to the satisfaction of the Council.

4.12 Council access

The Owner and Operator covenants to allow the Council and its officers, employees, agents, workmen and contractors or any of them, to enter the Land (at any reasonable time) to assess compliance with this Agreement.

4.13 Covenants run with the Land

The Owner's and Operator'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.

4.14 Owner's warranty

The Owner warrants and covenants that:

- 4.14.1 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;
- 4.14.2 the execution of this Agreement by the Owner complies with the Registrar's Requirements for Paper Conveyancing Transactions made under the *Transfer of Land Act 1958* (Vic);
- 4.14.3 there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land which have not been disclosed by the usual searches of the folio of the Register for the Land or notified to the Council;
- 4.14.4 no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in the *Transfer of Land Act 1958* (Vic); and
- 4.14.5 until this Agreement is recorded on the folio of the Register which relates to the Land, the Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of the Land without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

5 GOODS AND SERVICES TAX

5.1 Definitions and expressions

Expressions used in this Agreement that are defined in the GST Act have the same meaning as given to them in the GST Act, unless expressed to the contrary.

5.2 Amounts payable do not include GST

Each amount, of whatever description, specified as payable by one party to the other party under this Agreement is expressed as a GST exclusive amount unless specified to the contrary.

5.3 Liability to pay any GST

Subject to clause 5.4, in addition to any amount payable by one party to the other party under this Agreement in respect of a taxable supply, the party liable to pay the amount (**Recipient**) must pay to the other party (**Supplier**) a sum equivalent to the GST payable, if any, by the Supplier in respect of the taxable supply on the date on which the Supplier makes a taxable supply to the Recipient irrespective of when the Supplier is liable to remit any GST under this Agreement in respect of a taxable supply to any governmental authority.

5.4 Tax Invoice

A party's right to payment under clause 5.3 is subject to a Tax Invoice being delivered to the Recipient.

6 GENERAL

6.1 No fettering of Council's powers

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

6.2 Time of the essence

Time is of the essence as regards all dates, periods of time and times specified in this Agreement.

6.3 Governing law and jurisdiction

This Agreement is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts and tribunals of Victoria and waives any right to object to proceedings being brought in those courts or tribunals.

6.4 Enforcement and severability

6.4.1 This Agreement shall operate as a contract between the parties and be enforceable as such in a court of competent jurisdiction regardless of whether, for any reason, this Agreement were held to be unenforceable as an agreement pursuant to Division 2 of Part 9 of the Act.

6.4.2 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.

7 NOTICES

7.1 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:

- 7.1.1 personally on the person;
- 7.1.2 by leaving it at the person's address set out in this Agreement;
- 7.1.3 by posting it by prepaid post addressed to that person at the person's current address for service;
- 7.1.4 by email to the person's current email address notified to the other party; or
- 7.1.5 by facsimile to the person's current number notified to the other party.

7.2 Time of service

A notice or other communication is deemed served:

- 7.2.1 if served personally or left at the person's address, upon service;
- 7.2.2 if posted within Australia to an Australian address by express post, two Business Days; by standard post, six Business Days after posting;
- 7.2.3 if sent by email, subject to clause 7.2.5, at the time of receipt as specified in section 13A of the *Electronic Transactions (Victoria) Act 2000* (Vic);
- 7.2.4 if served by facsimile, subject to clause 7.2.5, 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
- 7.2.5 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.

7.3 Proof of receipt of notice by email

In proving that a notice given by email has been received by the recipient, it is sufficient to produce an acknowledgement or receipt that the email has reached the recipient's email address.

8 INTERPRETATION

In this Agreement, unless the contrary intention appears:

- 8.1 the singular includes the plural and vice versa;
- 8.2 a reference to a document or instrument, including this Agreement, includes a reference to that document or instrument as novated, altered or replaced from time to time;
- 8.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;
- 8.4 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;

- 8.5 words importing one gender include other genders;
- 8.6 other grammatical forms of defined words or expressions have corresponding meanings;
- 8.7 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:
 - 8.7.1 two or more parties; or
 - 8.7.2 a party comprised of two or more persons,is made or given and binds those parties or persons jointly and severally;
- 8.8 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;
- 8.9 a recital, schedule, annexure or description of the parties forms part of this Agreement;
- 8.10 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;
- 8.11 if an act required to be done under this Agreement on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;
- 8.12 a reference to an authority, institution, association or body (original entity) that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity;
- 8.13 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Agreement.

**ADVERTISED
PLAN**

EXECUTED pursuant to Division 2 of Part 9 of the Act.

SIGNED SEALED AND DELIVERED by its
duly authorised delegate on behalf of
BENALLA RURAL CITY COUNCIL in the
presence of:
)
)
)
)
)
)
)



Signature of witness

JOEL INGHAM

Name of witness (print)

1 Bridge Street East, Benalla, Vic, 3672

Usual address

Date: 13/11/2024



Council Delegate

NILESH SINGH
Manager Development
Benalla Rural City Council
1 Bridge Street East, Benalla

**ADVERTISED
PLAN**

EXECUTED by GOORAMBAT EAST)
SOLAR FARM PTY LTD in accordance with)
section 127(1) of the Corporations Act 2001)
(Cth) by being signed by authorised persons:)

Director

*Director company secretary

*Delete whichever is inapplicable

Full Name

Full Name

Usual Address

Usual Address

Date: 10 October 2024

**ADVERTISED
PLAN**

MORTGAGEE'S CONSENT

BNP PARIBAS as Mortgagee under Mortgage No. AY341260P which encumbers the Land consents to the Owner entering into this Agreement and agrees to be bound by the terms of and conditions of this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

DATED: **14 October 2024**

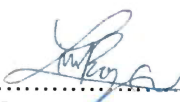
Executed by **BNP PARIBAS**



.....
Signature of authorised officer

Yvette Ong

.....
Name and title of authorised officer



.....
Witness signature

Lim Bo Yeu

.....
Witness name



.....
Signature of authorised officer

Chen Weihui

.....
Name and title of authorised officer



.....
Witness signature

Lim Bo Yeu

.....
Witness name

**ADVERTISED
PLAN**

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

Page 1 of 1

VOLUME 12675 FOLIO 218

Security no : 124135600508W
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Lot 2 on Plan of Subdivision 927303N.
PARENT TITLE Volume 04330 Folio 940
Created by instrument PS927303N 29/05/2026

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Estate Fee Simple
Sole Proprietor
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SOUTHBANK VIC 3006
PS927303N 29/05/2026

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SEE PS927303N FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	PLAN OF SUBDIVISION	STATUS	DATE
PS927303N (B)	PLAN OF SUBDIVISION	Registered	29/05/2026
BA513187P (E)	REMOVAL OF AGREEMENT	Registered	15/06/2026

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

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

Street Address: "YALLAMBEE" 379 GOORAMBAT-CHESNEY ROAD GOORAMBAT VIC 3725

ADMINISTRATIVE NOTICES

NIL

eCT Control 19300F ALLENS
Effective from 29/05/2026

DOCUMENT END

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PLAN**

PLAN OF SUBDIVISION				EDITION 1		PS927303N	
LOCATION OF LAND PARISH:GOORAMBAT TOWNSHIP: SECTION: CROWN ALLOTMENT:58B & 63B(PART) CROWN PORTION: TITLE REFERENCE:VOL. 4330 FOL.940 LAST PLAN REFERENCE:TP399580L POSTAL ADDRESS:379 GOORAMBAT-CHESNEY ROADGOORAMBAT, 3725 (at time of subdivision) MGA2020 CO-ORDINATESE 403 795ZONE: 55 (of approx. centre of land in plan) N 5 968 310				Council Name: Benalla Rural City Council Council Reference Number: S3285 Planning Permit Reference: PA2403438 SPEAR Reference Number: S249087A Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6 of the Subdivision Act 1988: 09/07/2025 Statement of Compliance This is a statement of compliance issued under section 21 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has not been made Digitally signed by: Joel Ingham for Benalla Rural City Council on 07/11/2025			
VESTING OF ROADS AND/OR RESERVES				NOTATIONS			
IDENTIFIER		COUNCIL/BODY/PERSON		This is not a staged subdivision Planning Permit No. PA2403438 Depth Limitation DOES NOT APPLY SURVEY THIS PLAN IS BASED ON SURVEY. THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s) 41, 33, 34 & 26 IN PROCLAIMED SURVEY AREA No. 134 (PART)			
NIL		NIL					
NOTATIONS							
EASEMENT INFORMATION							
Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement A - Appurtenant Easement R - Encumbering Easement (Road)							
SUBJECT LAND		PURPOSE	WIDTH (Metres)	ORIGIN	LAND BENEFITED/IN FAVOUR OF		
E-1		TRANSMISSION OF ELECTRICITY	12.60	C/E J159363	SECV		
E-2		TRANSMISSION OF ELECTRICITY	60.96	C/E A580633	SECV		
E-3		CARRIAGEWAY	SEE DIAG	THIS PLAN	LOT 2 ON THIS PLAN		
ADVERTISED PLAN							
 ALL SPATIAL ACN 638 884 518 PO Box 7058, Glen Iris, VIC, 3146 www.allspatial.com.au office@allspatial.com.au				LICENSED SURVEYOR: ROGER BRUCE BLAKEMAN			
DATE: 15/01/2025		REFERENCE: M24088		ORIGINAL SHEET SIZE A3			
VERSION: F		DRAWING: M24088-PS-F		SHEET 1 OF 3 SHEETS			
Digitally signed by: Roger Blakeman, Licensed Surveyor, Surveyor's Plan Version (F), 03/10/2025, SPEAR Ref: S249087A				Land Use Victoria Plan Registered 10:16 AM 29/05/2026 Assistant Registrar of Titles			

PLAN OF SUBDIVISION

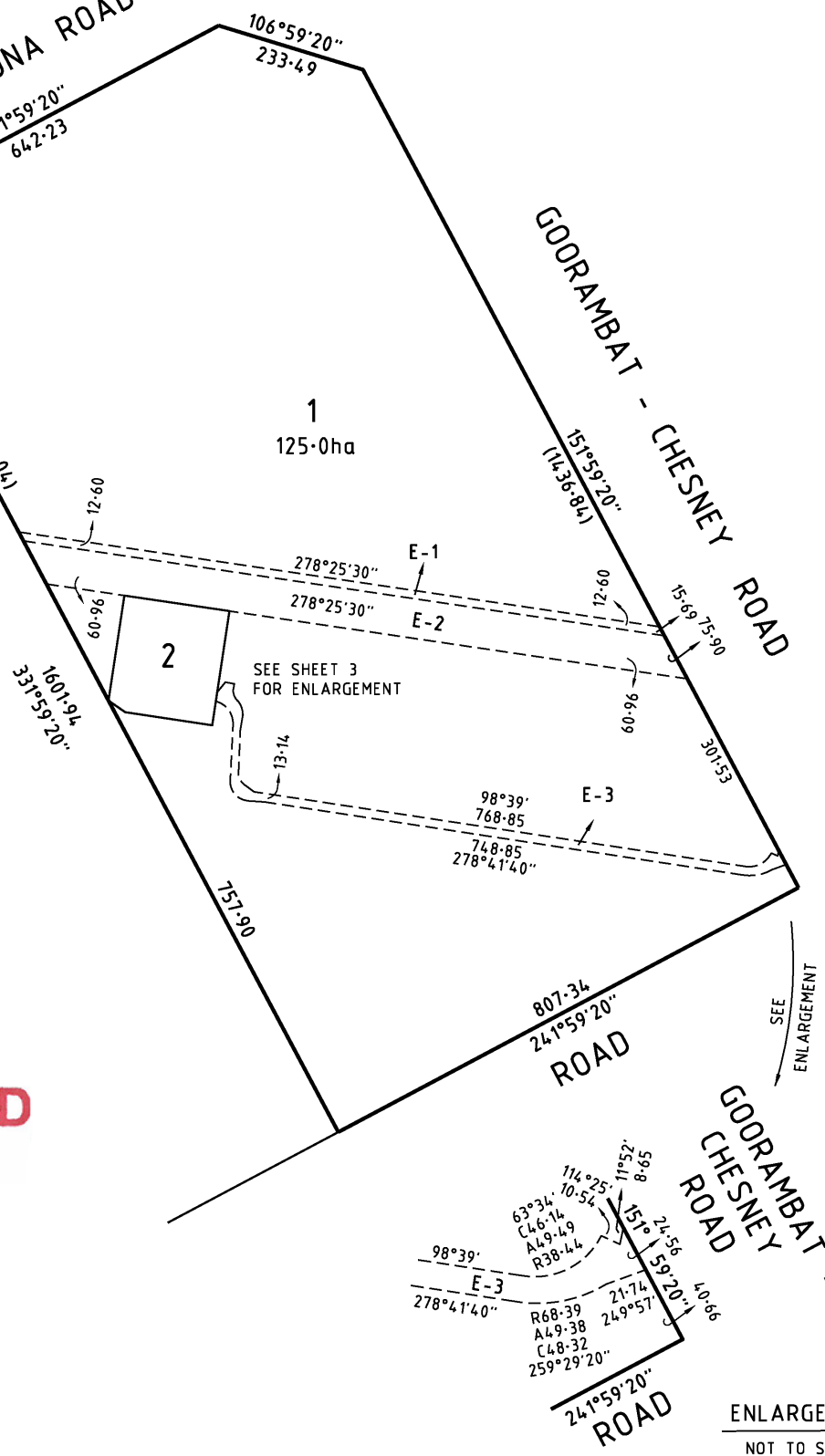
PS927303N



GOORAMBAT - THOONA ROAD

GOORAMBAT - CHESNEY ROAD

**ADVERTISED
PLAN**



ENLARGEMENT
NOT TO SCALE



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Surveyor's Plan Version (F),
03/10/2025, SPEAR Ref: S249087A

SCALE
1:7500

75 0 150 300
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

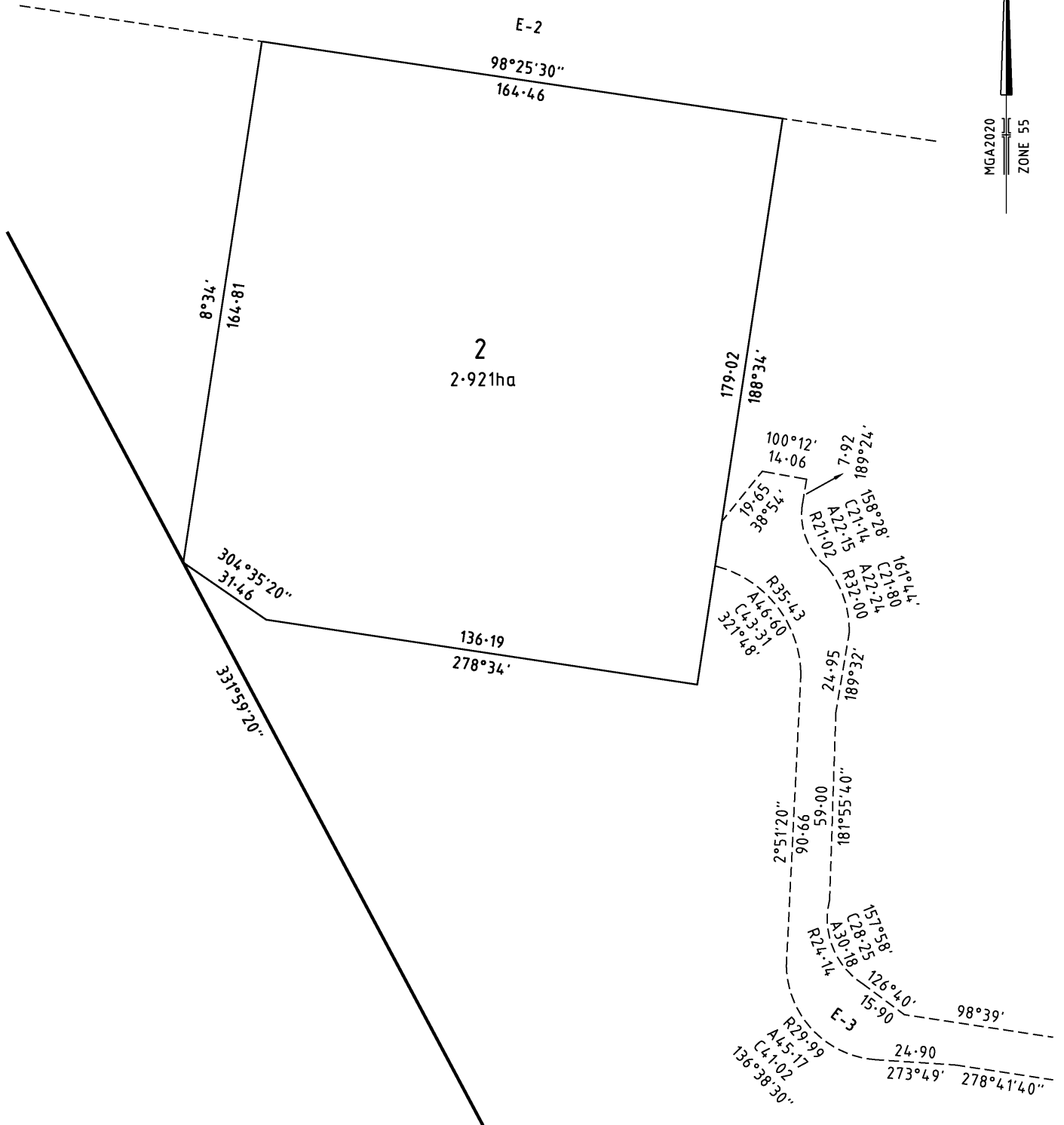
SHEET 2

Digitally signed by:
Benalla Rural City Council,
07/11/2025,
SPEAR Ref: S249087A

PLAN OF SUBDIVISION

PS927303N

ADVERTISED PLAN



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Surveyor's Plan Version (F),
03/10/2025, SPEAR Ref: S249087A

SCALE
1:1250

1.25 0 2.5 3.75
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE A3

SHEET 3

Digitally signed by:
Benalla Rural City Council,
07/11/2025,
SPEAR Ref: S249087A