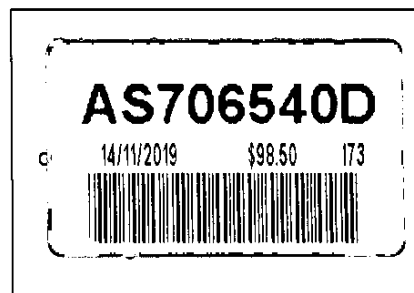


**Application by a responsible authority for the
making of a recording of an agreement**
Section 181 Planning and Environment Act 1987



Lodged by

Name: RUSSELL KENNEDY LAWYERS
Phone: 03 9609 1555
Address: LEVEL 12 469 LA TROBE STREET MELBOURNE VIC 3000
Reference: 115599-03850
Customer code: 17829T

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)

THE LAND SHOWN MARKED CP NO.1 AND S4 ON THE PLAN ATTACHED AS ANNEXURE A TO THE ATTACHED AGREEMENT BEING FUTURE CP1 AND LOT S4 BEING PART OF THE LAND CONTAINED IN CERTIFICATES OF TITLE VOLUME 11934 FOLIO 726 (LOT S3 ON PS544666H); AND VOLUME 11083 FOLIO 084 (COMMON PROPERTY 1 ON PS544666H).

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

YARRA RANGES SHIRE COUNCIL OF 15 ANDERSON STREET, LILYDALE, VICTORIA, 3140

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:

SEE ATTACHED

Signing:

35271702A

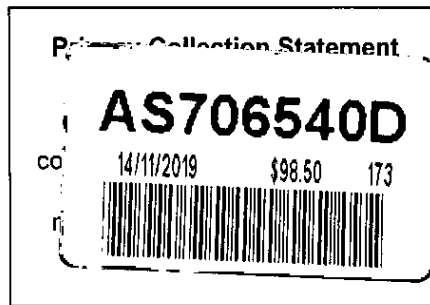
181PEA

Page 1 of 2

THE BACK OF THIS FORM MUST NOT BE USED

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

Application by a responsible authority for the making of a recording of an agreement
Section 181 Planning and Environment Act 1987



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 YARRA RANGES SHIRE COUNCIL
Signer Name ASTRID DI CARLO
Signer Organisation RUSSELL KENNEDY LAWYERS
Signer Role AUSTRALIAN LEGAL PRACTITIONER

Signature 

Execution Date 8/11/19.

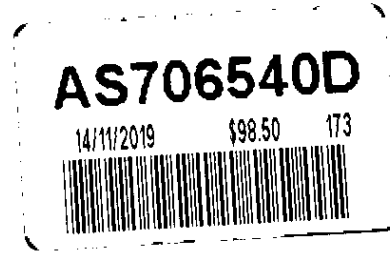
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Page 2 of 2

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YARRA RANGES SHIRE COUNCIL

and

KFT INVESTMENTS PTY LTD

and

**OWNERS CORPORATION 1 PLAN NO. PS544
666H**

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

Property: The Subject Land

THIS AGREEMENT is made on 22 October

20 19

PARTIES

1 **YARRA RANGES SHIRE COUNCIL**
15 Anderson Street, Lilydale VIC
(Council)



2 **KFT INVESTMENTS PTY LTD**
(ACN 005 144 945)
Lifestyle Building Level 2 Suite 23 1 East Ridge Drive, Chirnside Park VIC 3116
(Owner)

3 **OWNERS CORPORATION 1 PLAN NO. PS544666H**
of 5/259 Blackburn Road, Doncaster East VIC 3109
(Owners Corporation 1)

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 Subject Land.
- C Condition 7 of the Permit provides in part as follows:

"Prior to the issue of a statement of compliance for the subdivision, the owner of the Subject Land subject to this permit ("Subject Land") must enter into an agreement pursuant to section 173 of the Planning and Environment Act 1987 to provide for future municipal roads ("Municipal Roads") within specified parts of the Subject Land. In particular, the section 173 agreement must provide as follows:

- 1. Road creation – The Owner agrees:
 - 1.1.1 *That as an obligation, arising under this agreement, upon the future development of the Subject Land, the Council will require a public road network through parts of the Subject Land and such Municipal Roads will be required to be created through Common Property No 1, and Lot S4 to allow access through the Subject Land to and from Maroondah Highway and Manchester Road.*
 - 1.1.2 *The requirement to create Municipal Roads may apply in respect of any existing or future private road or access, including over common property ("Access Roads") or in respect of newly required roads specified on any subsequent use, subdivision or development approvals*
 - 1.1.3 *That part of the Common Property No 1 which provides access to the Maroondah Highway, will be required to be converted from common property to a Municipal Road, along its extent from Maroondah Highway, past Lot S 5, to Lot S 4.*
 - 1.1.4 *That works upon written direction from Council, arising from the proposed subsequent development of the Subject Land, Council requires the creation of the Municipal Roads, the owner must do all things necessary to create or allow for the creation of such Municipal Roads to the satisfaction of the Council including the exercise of any voting rights as a*

future member of any owners corporation of any part of the Subject Land to create a Municipal Road over common property

1.1.5 *Upon the approval of development of either Lot S 5 or Lot S 4 the construction of the extension of Eastridge Drive, including as a Municipal Road, must occur, to the boundary of Lot S 4, generally in accordance with the Section Plan 16133-c11-A prepared by Davis, Naismith and McGovern dated 13 November 2018;*

1.1.6 *When any Access Roads becomes a Municipal Roads, the owner of the land upon which that Access Road exists (including any Owners Corporation (s)) must:*

- (a) *Obtain certification from a suitably qualified engineer involved in the supervision of construction of the Access Roads and/or suitable qualified Geotechnical/Pavement engineer that their construction meets Council's normal requirements for construction or be constructed to council satisfaction for Municipal Roads, with as a Connector Street Level 2;*
- (b) *Provide "As Constructed plans of all Council works together with a video survey record of the full length of all Council piped drainage, must be submitted to, and approved by, the Responsible Authority.*
- (c) *Provide "As Constructed" plans of any private services to be removed and/or retained in the proposed road reserve.*

1.1.7 *procure immediately upon registration the plan of subdivision the subject of this permit, that all owners corporations created with Lot S4 or Lot S5, upon registration of that plan and otherwise in existence or to come into existence as a result of further development and or staging of the Subject Land enter into an agreement pursuant to section 173 of the Planning and Environment Act 1987 in substantially the same terms as the section 173 Agreement with the owner otherwise contemplated by this condition, in order to facilitate the creation of Municipal Roads over common property shown on the plan. In the section 173 agreement with the owners corporation, the owners corporation(s) must:*

- (a) *agree to the creation of roads over common property if so required by the Council;*
- (b) *do all things necessary to subdivide the common property, to create Municipal Roads if so required;*
- (c) *allow any upgrade of the Access Roads to a standard acceptable to Council if so required;*
- (d) *agree to record this section 173 agreement on the folio of the Register for the relevant common property; and*
- (e) *pay all the costs, including the Council's costs, for the preparation, execution and registration of this section 173 agreement.*

1.2 *Owners of Subject Land not Subject to Road Creation*

Those owners of allotments which are not subject to the potential creation of a Municipal Road on those lots, as otherwise provided in this agreement,



agree that prior to the creation of an Municipal Road as contemplated, such owners will:

- (a) provide any necessary consent on an unconditional basis and not otherwise oppose or seek any compensation for, the cancellation of any easement or right held in respect of such other allotments, and
- (b) cast any vote as a member of Owners Corporation No 1 to support the creation of such Municipal Road.

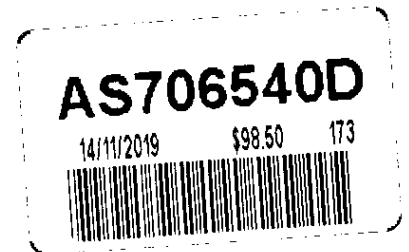
The section 173 agreement must be registered by the owner pursuant to section 181 of the Planning and Environment Act 1987 on the folio of the Register for the Subject Land before the plan of subdivision which is the subject of this permit is lodged for registration and the owner must pay all the costs, including the responsible authority's costs, for the preparation, execution and registration of this section 173 agreement. "

D This Agreement is to be read together with the separate agreement made pursuant to Division 2 of Part 9 of the Act to satisfy conditions 10 and 11 of the Permit.

E This Agreement has been entered into in order to:

- comply with condition 7 of the Permit;
- prohibit, restrict or regulate the use or development of the Subject Land;
- achieve and advance the objectives of planning in Victoria or the objectives of the Scheme in relation to the Subject Land.

F This Agreement is made under Division 2 of Part 9 of the Act.



THE PARTIES AGREE THAT:

2 DEFINITIONS

In this Agreement:

- 2.1 **Act** means the *Planning and Environment Act 1987*.
- 2.2 **Agreement** means this Agreement, including the recitals and any annexures to this Agreement.
- 2.3 **Business Day** means Monday to Friday excluding public holidays in Victoria.
- 2.4 **Common Property** has the same meaning as in the *Owners Corporations Act 2006* and where the context requires includes Common Property No. 1, Future CP1 and any future common property created as a result of the subdivision of the Subject Land or any part thereof.
- 2.5 **Common Property No. 1** means the land known as Common Property No. 1 being part of the Subject Land as shown on Edition 2 of PS 544666H as at the date of this Agreement.
- 2.6 **Development of Lot S4** means either:
 - (a) the construction of any building on Lot S4; or
 - (b) the provision of a Statement of Compliance for the subdivision of Lot S4;



whichever occurs first.

2.7 **Development of Lot S5** means either:

- (a) the construction of any building on Lot S5; or
- (b) the provision of a Statement of Compliance for the subdivision of Lot S5;

whichever occurs first.

2.8 **East Ridge Drive** means the road known as East Ridge Drive Chirside Park that is located on Common Property No. 1 as at the date of this Agreement and following completion of the extension of East Ridge Drive as required by clause 6.2.2 of this Agreement, will include the Extended Section.

2.9 **Endorsed Plan** means the plan or plans endorsed from time to time with the stamp of Council as the plan that forms part of the Permit.

2.10 **Future CP1** means the land shown as CP1 on the Plan.

2.11 **Lot** has the same meaning as in the *Subdivision Act 1988*.

2.12 **Lot S4** means the land shown as Lot S4 on the Plan.

2.13 **Lot S5** means the land shown as Lot S5 on the Plan.

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

2.15 **Municipal Road** means:

- (a) that part of East Ridge Drive to be upgraded and further extended in accordance with this Agreement, and in particular with clause 6.2, and the Permit to Council standards with the intention that it be dedicated and used as a public highway with the intent that it forms part of the public road network; and
- (b) any future roads to be constructed by the Owner through Lot S4 which are intended to be dedicated and used as public highways and form part of the public road network.

2.16 **Old Agreement** means the agreement created pursuant to section 173 of the Act and recorded on the folio of the register of the Old Land in dealing no. AQ595139J on 2 January 2018.

2.17 **Old Land** means the land listed on the application form used to lodge and record the Old Agreement and any subdivided parcels of the Old Land.

2.18 **Owner** means the person or persons who are registered or are entitled to be registered as proprietor of an estate in the Subject Land or any part thereof, and includes a mortgagee in possession.

2.19 **Owners Corporation** has the same meaning in the *Owners Corporations Act 2006* and for the purpose of this Agreement includes Owners Corporation 1 Plan No. PS544666H unless specifically stated otherwise and any owners' corporation created as a result of the registration of the Plan or any future subdivision of the Subject Land or any parts thereof.

- 2.20 **Permit** means planning permit YR-2018/408 issued in respect of 266-268 Maroondah Highway, 1/20 Fletcher Road and 12 Fletcher Road Chirnside Park by Council on 21 December 2018 as amended from time to time authorising the development of the Subject Land for multi lot subdivision and creation and removal of easements.
- 2.21 **Plan** means the proposed plan of subdivision of the Subject Land attached as Annexure A to this Agreement.
- 2.22 **RMA** means the *Road Management Act 2004 (Vic)*.
- 2.23 **Scheme** means the *Yarra Ranges Planning Scheme* or any other planning scheme that applies to the Subject Land from time to time.
- 2.24 **Subject Land** means Common Property No 1, Future CP1 and Lot S4 being part of the land contained in certificates of title:
 - 2.24.1 volume 11934 folio 726 (Lot S3 on PS544666H); and
 - 2.24.2 volume 11083 folio 084 (Common Property 1 on PS544666H);

3 COMMENCEMENT

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

4 ENDING OR AMENDING AGREEMENT

4.1 Ending or amending

This Agreement ends or is amended in accordance with the Act.

4.2 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 of Titles under section 183 of the Act to cancel or alter the recording of this Agreement on the folio of the Register for the Subject Land.

5 OLD AGREEMENT

Upon the recording of this Agreement on the folios of the Register relating to the Subject Land, the parties agree to end the Old Agreement. As soon as reasonably practicable after the Old Agreement has ended, the Council will, at the request and cost of the Owner, apply to the Registrar of Titles under section 183 of the Act to cancel or alter the recording of this Agreement on the folio of the Register that relates to the Old Land.

6 OWNER'S COVENANTS

6.1 Acknowledgement

The Owner and Owners Corporation acknowledge and agree that Council requires a public road network through the Subject Land and that a Municipal Road will be required through Common Property No. 1, Future CP1, and Lot S4 to enable public access to and from Maroondah Highway and Manchester Road and that this Agreement is entered into to achieve that objective and satisfy the conditions of the Permit.

6.2 Extension of East Ridge Drive over Common Property No. 1 and Future CP1 to Lot S4



The Owner and Owners Corporation agree that prior to the Development of Lot S5 or prior to the Development of Lot S4, whichever occurs first:

6.2.1 the part of East Ridge Drive, that as at the date of this Agreement provides road access from the Subject Land to the Maroondah Highway, must be upgraded to Council's standards; and

6.2.2 that East Ridge Drive must be extended from its current location as at the date of this Agreement to the north western boundary of Lot S4 (**Extended Section**) to Council's standards and this Extended Section must be designed and created generally in accordance with the Section Plan 16133-C11-A prepared by Davis, Naismith and McGovern dated 13 November 2018, or any subsequent plan approved in writing by the Council;

all at the cost of the Owner and to the satisfaction of the Council.

6.3 Extension of East Ridge Drive over Lot S4 to Manchester Road

The Owner and the Owners Corporation agree that prior to the Development of Lot S4, or such other time as agreed in writing by the Council, the Owner of Lot S4 must design and construct a road extending East Ridge Drive to Manchester Road at the cost of the Owner and to the standard and satisfaction of the Council.

6.4 Requirements for the construction of the Municipal Road

6.4.1 Before constructing the Municipal Road (or any part thereof), the Owner and Owners Corporation covenant and agree that they will:

- (a) obtain Council approval for the design of the Municipal Road (or any part thereof) prior to construction; and
- (b) obtain all relevant approvals and consents for the construction of the Municipal Road on the Subject Land.

6.4.2 Upon completion of the Municipal Road (or any part thereof) as envisioned by clause 6.2 and 6.3 of this Agreement, the Owner and Owners Corporation covenant and agree that they will, within 30 days (or such other time as approved by Council) following construction of the Municipal Road (or any part thereof):

- (a) obtain certification from a suitably qualified engineer involved in the supervision of construction of the Municipal Road (or any part thereof), or some another engineer approved by the Council, to provide confirmation that the construction of the Municipal Road (or any part thereof) meets Council's standard requirements for construction of roads of that standard and type; and
- (b) provide "As Constructed" plans of the entire road reserve for the Municipal Road (or any part thereof), together with a video survey record of the full length of all Council drainage assets to Council for approval; and
- (c) provide "As Constructed" plans of any private services to be removed and or retained in the road reserve of the Municipal Road (or any part thereof) as the case may be.

6.4.3 The parties agree that upon completion of the Municipal Road (or any part thereof) to the satisfaction of the Council, the Municipal Road will become

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the responsibility of the Council as road authority under the RMA and the Owner will use its best endeavours to transfer the Municipal Road (or any part thereof) to Council at no cost to Council.

- 6.4.4 The Owner covenants and agrees that all works associated with the design and construction and transfer of the Municipal Road will be at the cost of the Owner and all to the satisfaction of the Council.

6.5 Conversion of Common Property No. 1 and Future CP1

The Owner and the Owners Corporation agree:

- 6.5.1 that the part of the Common Property No. 1 and Future CP1 to be used as the Municipal Road must be converted from Common Property to a road for use by the public; and

- 6.5.2 that in order to create the Municipal Road on the Subject Land, the Owner and Owners Corporation covenant and agree that they will do all things necessary to create the Municipal Road, including:

- (a) exercising any voting rights as a member of any Owners Corporation of any part of the Subject Land to design, construct and create the Municipal Road (or any part thereof); and
- (b) convert Common Property No. 1, Future CP1 and/or any other Common Property or other land to become the Municipal road being a road for the use by the public.

6.6 Future Common Property

- 6.6.1 The Owner covenants and agrees that:

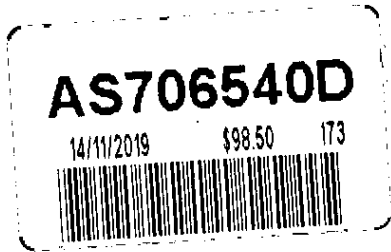
- (a) if the Subject Land is subdivided to create any future Common Property, including Future CP1, this Agreement must be recorded on the folio of the Register which relates to that future Common Property as well as all relevant Lots;
- (b) if the Registrar of Titles fails to record this Agreement on the folio of the Register which relates to the future Common Property as envisaged under clause 6.6.1(a), the Owner must procure the Owners Corporation which is registered as the owner of the future Common Property to enter into an agreement under section 173 of the Act with the Council in a form which is acceptable to the Council and which must include the provisions of this Agreement mutatis mutandis which are applicable to the future Common Property registered in the name of the Owners Corporation (**Owners Corporations Agreements**).

- 6.6.2 The Owner covenants and agrees that if required, the Owner will enter into an arrangement with the Owners Corporation as soon as possible or within two months following the creation of the Owners Corporation or following the registration of the Plan, for the Owners Corporation to:

- (a) comply with this Agreement; and
- (b) take responsibility for carrying out and complying with the requirements under this Agreement; and



- (c) agree to the creation of the Municipal Road over Common Property if so required by the Council; and
- (d) do all things necessary to subdivide the Common Property to transfer the Municipal Roads to Council; and
- (e) allow any upgrade of the Municipal Road to a standard acceptable to Council; and
- (f) agree to record the Owners Corporations Agreements on the folio of the Register for the relevant Common Property; and
- (g) pay all the costs, including the Council's costs, for the preparation, execution and registration of the Owners Corporations Agreements.



6.7 Owners of Subject Land not to object to Municipal Roads

The Owner covenants and agrees that prior to the creation of the Municipal Roads as contemplated by this Agreement, the Owner will:

- 6.7.1 provide any necessary consent on an unconditional basis and not otherwise oppose or seek any compensation for, the extinguishment of any easement or other right held in respect of their Lot upon creation of the Municipal Road and future vesting in the Council; and
- 6.7.2 will cast any vote as a member of the Owners Corporation to support the creation of the Municipal Road.

6.8 Successors in title

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

6.9 Further assurance

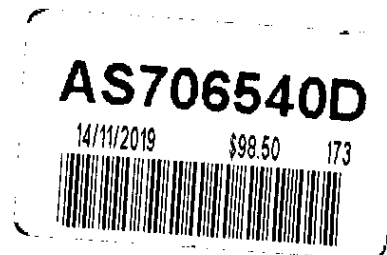
The Owner must do all things necessary (including signing any further agreement, acknowledgment or document) to enable the Council to record this Agreement on the folio of the Register which relates to the Subject Land.

6.10 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.

6.11 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 Subject Land.



6.12 Indemnity

The Owner 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.

6.13 Non-compliance

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

- 6.13.1 to allow the Council its officers, employees, contractors or agents to enter the Subject Land and rectify the non-compliance;
- 6.13.2 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;
- 6.13.3 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;
- 6.13.4 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:

- 6.13.5 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;
- 6.13.6 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;
- 6.13.7 that all Costs or other monies which are due and payable under this Agreement but which remain owing shall be a charge on the Subject Land until they are paid in full; and
- 6.13.8 if the Owner executes a mortgage as required by clause 6.13.4, any breach of this Agreement is deemed to be a default under that mortgage.

6.14 Standard of works

The Owner 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.

6.15 Council access

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



6.16 Covenants run with the Subject 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 Subject 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 Subject Land and every part of the Subject Land.

6.17 Owner's warranty

The Owner warrants and covenants that:

- 6.17.1 the Owner is the registered proprietor (or is entitled to become the registered proprietor) of the Subject Land and is also the beneficial owner of the Subject Land;
- 6.17.2 the execution of this Agreement by the Owner complies with the Registrar's Requirements for Paper Conveyancing Transactions made under section 106A of the *Transfer of Subject Land Act 1958*;
- 6.17.3 there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Subject Land which have not been disclosed by the usual searches of the folio of the Register for the Subject Land or notified to the Council;
- 6.17.4 no part of the Subject Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in section 42 of the *Transfer of Subject Land Act 1958*; and
- 6.17.5 until this Agreement is recorded on the folio of the Register which relates to the Subject Land, the Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Subject Land or any part of the Subject Land without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

7 GENERAL

7.1 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 1989*, and the Act or to make or impose requirements or conditions in connection with any use or development of the Subject Land or the granting of any planning permit, the approval or certification of any plans of subdivision or consolidation relating to the Subject Land or the issue of a Statement of Compliance in connection with any such plans.

7.2 Time of the essence

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

7.3 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.

7.4 Enforcement and severability

7.4.1 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.

7.4.2 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.

8 NOTICES

8.1 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:

- 8.1.1 personally on the person;
- 8.1.2 by leaving it at the person's address set out in this Agreement;
- 8.1.3 by posting it by prepaid post addressed to that person at the person's current address for service; or
- 8.1.4 by facsimile to the person's current number notified to the other party.

8.2 Time of service

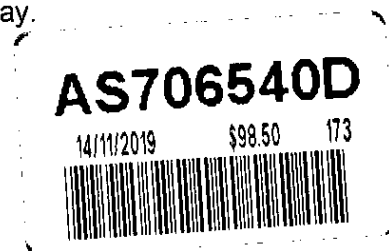
A notice or other communication is deemed served:

- 8.2.1 if served personally or left at the person's address, upon service;
- 8.2.2 if posted within Australia to an Australian address by express post, two Business Days; by standard post, six business days after posting;
- 8.2.3 if served by facsimile, subject to the next clause, 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
- 8.2.4 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.

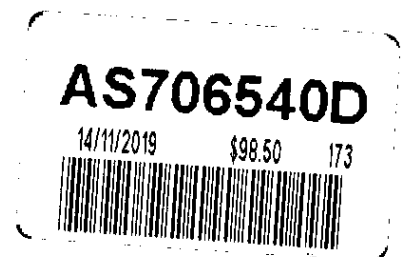
9 INTERPRETATION

In this Agreement, unless the contrary intention appears:

- 9.1 the singular includes the plural and vice versa;
- 9.2 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;



- 9.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;
- 9.4 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;
- 9.5 words importing one gender include other genders;
- 9.6 other grammatical forms of defined words or expressions have corresponding meanings;
- 9.7 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:
 - 9.7.1 two or more parties; or
 - 9.7.2 a party comprised of two or more persons,is made or given and binds those parties or persons jointly and severally;
- 9.8 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;
- 9.9 a recital, schedule, annexure or description of the parties forms part of this Agreement;
- 9.10 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;
- 9.11 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;
- 9.12 a party that is a trustee is bound both personally and in its capacity as trustee;
- 9.13 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;
- 9.14 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Agreement.



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



SIGNED SEALED AND DELIVERED by)
)
for and on behalf of YARRA RANGES SHIRE)
COUNCIL pursuant to the power delegated to)
that person by Instrument of Delegation dated)
2nd day of April 2019 in the presence of:)

[Handwritten signature]

[Handwritten signature]
Witness

Katie Douglas
Name of witness

[Handwritten signature]
EXECUTED BY
~~THE COMMON SEAL~~ of KFT)
INVESTMENTS PTY LTD ACN 005 144 945)
~~was affixed~~ in accordance with section)
127(2) of the Corporations Act 2001 (Cth) ~~in~~)
~~the presence of~~ authorised persons:
BEING SIGNED BY

[Handwritten signature]
Director

GEORGE KEPPER
Full name

38 DUDLEY ROAD, WONGA PARK, VIC 3115
Usual address

[Handwritten signature]
*Director/company secretary
*Delete whichever is inapplicable

STEVEN KEPPER
Full name

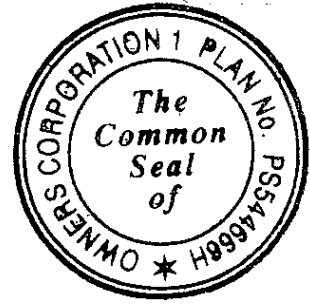
182 BRYSONS ROAD, WONGA PARK, VIC 3115
Usual address

AS706540D



Delete whichever is not applicable

THE COMMON SEAL of OWNERS CORPORATION 1 PLAN NO. PS544666H was affixed and witnessed by and in the presence of persons who declare they are Lot Owners of separate lots and members of the Owners Corporation or by a director of a corporation that is a Lot Owner in accordance with sections 20 and 21 of the Owners Corporations Act 2006



[Handwritten signature]

Signature of witness

[Handwritten signature: Marcela Pena]

Signature of witness

STEVEN VERRER

Name of witness (print full name)

MARCELA PENA

Name of witness (print full name)

SUITE 23, LVL 2, 1 EAST RIDGE DR. CHIRNSIDE PARK Address of witness

SUITE 23, LVL 2, 1 EAST RIDGE DR. CHIRNSIDE PARK Address of witness

Lot 64 To 79

Lot no. and Position (Lot Owner/Director of Lot Owner) (delete whichever does not apply)

Lot 51 To 63

Lot no. and Position (Lot Owner/Director of Lot Owner) (delete whichever does not apply)

THE COMMON SEAL of OWNERS CORPORATION 1 PLAN NO. PS544666H was affixed and witnessed by and in the presence of the sole Lot Owner and member of the Owners Corporation or by a director of a corporation that is the sole Lot Owner in accordance with sections 20 and 21 of the Owners Corporations Act 2006

Signature of witness

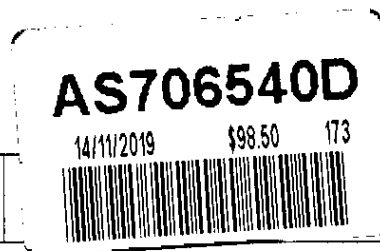
Name of witness (print full name)

Address of witness

Lot

Lot no. and Position (Lot Owner/Director of Lot Owner) (delete whichever does not apply)

ANNEXURE A
(copy of Plan)



PLAN OF SUBDIVISION UNDER SECTION 32 OF THE SUBDIVISION ACT 1988		EDITION 1
<p style="text-align: center;">LOCATION OF LAND</p> <p>Parish : MOOROOLBARK Township : - Section : - Crown Allotment : - Crown Portion : 4 (PART)</p> <p>Title Reference : VOLUME 11083 FOLIOS 043, 044, 076, 081, 084, 085 VOLUME 11934 FOLIOS 726, 727</p> <p>Last Plan Reference : PS544666H</p> <p>Postal Address : 266-268 MAROONDAH HIGHWAY (at time of subdivision) CHIRNSIDE PARK VIC 3116</p> <p>MGA84 Co-ordinates E 351360 ZONE 55 (of approx. centre of land in plan) N 5 819 070</p>		<p>YARRA RANGES SHIRE COUNCIL</p> <div style="border: 1px solid black; padding: 5px; margin-top: 20px;"> <p><small>DISCLAIMER.</small></p> <p><small>WARNING: THIS PLAN IS UNREGISTERED AT LAND REGISTRY AND HAS BEEN PREPARED FROM ARCHITECTURAL DRAWINGS.</small></p> <p><small>THIS PLAN MAY BE SUBJECT TO THE FOLLOWING ALTERATIONS:</small></p> <p><small>i) THOSE REQUESTED BY COUNCIL AND/OR STATUTORY AUTHORITIES;</small></p> <p><small>ii) THOSE ONCE THE BUILDINGS HAVE BEEN CONSTRUCTED;</small></p> <p><small>iii) THOSE REQUESTED BY LAND REGISTRY PRIOR TO REGISTRATION OF THE PLAN.</small></p> <p><small>CHARTER KECK CRAMER ACCEPTS NO RESPONSIBILITY WHATSOEVER FOR ANY LOSS OR DAMAGE SUFFERED HOWSOEVER ARISING TO ANY PERSON OR CORPORATION WHO MAY USE OR RELY UPON THIS PLAN FOR ANY OTHER REASON.</small></p> <p><small>THIS PLAN MUST NOT BE REPRODUCED EXCEPT:</small></p> <p><small>a) FROM THE ELECTRONIC VERSION OR COPY HELD BY CHARTER KECK CRAMER, AND</small></p> <p><small>b) UNLESS THE REPRODUCTION INCLUDES THIS NOTE.</small></p> </div>
VESTING OF ROADS AND/OR RESERVES		NOTATIONS
IDENTIFIER	COUNCIL/BODY/PERSON	<p>PURPOSE OF PLAN</p> <p>SUBDIVIDE LOTS S3, S0, S1, S3, 2002, 2003 AND PART OF COMMON PROPERTY No.1 & No.2 ON PS544666H AND CREATE NEW LOTS 50A, 51A, 83A 90, 91, 92, 2002A, S4 & S5.</p> <p>OTHER PURPOSES OF PLAN</p> <p>REMOVAL OF PART OF EASEMENT E-5 SHOWN HATCHED. GROUND(S) FOR REMOVAL: YARRA RANGES SHIRE PLANNING PERMIT No. YR-2018/408</p> <p>REMOVE LOTS S4 & 92 FROM OWNERS CORPORATION No 1 ADD LOT 50A TO OWNERS CORPORATION No 1</p> <p>CREATE OWNERS CORPORATION No.3.</p> <p>REFER SHEET 12 FOR CREATION OF RESTRICTION</p> <p>CP1 DENOTES COMMON PROPERTY No.1 CP2 DENOTES COMMON PROPERTY No.2 CP3 DENOTES COMMON PROPERTY No.3.</p> <p>N.I.S. DENOTES NOT IN SUBDIVISION</p> <p>LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. SEE OWNERS CORPORATION SEARCH REPORT(S) FOR DETAILS.</p>
ROAD R2	VICROADS	
NOTATIONS		
<p>DEPTH LIMITATION: Does not apply.</p> <p>Survey : THIS PLAN IS BASED ON SURVEY</p> <p>Staging : THIS IS A STAGED SUBDIVISION PLANNING PERMIT No.</p> <p>To be completed where applicable: THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s) 293 & 507 IN PROCLAIMED SURVEY AREA No.</p>		
SEE SHEET 2 FOR EASEMENT INFORMATION		
<p>CHARTER. KECK CRAMER Level 19/8 Exhibition Street, Melbourne Victoria 3000 Telephone 03 8102 8888 www.charterkc.com.au</p>		<p>SURVEYOR'S REF: J082011-S3 5/09/19 ORIGINAL SHEET SIZE: A3 SHEET 1 OF 12</p> <p style="text-align: center;">NICHOLAS MOORE L.S. VERSION N</p>

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EASEMENT INFORMATION

LEGEND: A – APPURTENANT EASEMENT E – ENCUMBERING EASEMENT R – ENCUMBERING EASEMENT (ROAD)

SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL OF THE LAND IN THIS PLAN

EASEMENT REFERENCE	PURPOSE	WIDTH (Metres)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1	DRAINAGE	3.05	INSTR.0535359	VOL.8755 FOLS.809 & 810
E-1	DRAINAGE & SEWERAGE	3.05	C/E N974448	M.M.B.W.
E-2	DRAINAGE & SEWERAGE	SEE DIAG.	C/E N974448	M.M.B.W.
E-3, E-8, E-34, E-35	ANY EASEMENTS	3.05	VOL.9713 FOL.063	UNSPECIFIED
E-4, E-9, E-36	DRAINAGE & SEWERAGE	2	C/E P124877	M.M.B.W.
E-5, E-23, E-27, E-28, E-30, E-31	TRANSMISSION OF ELECTRICITY	SEE DIAG.	P5544666H STAGE 1	S.P.I ELECTRICITY
E-6, E-18	WATER SUPPLY	3	P5544666H STAGE 1	LAND IN P5544666H AND YARRA VALLEY WATER LTD
E-7, E-8, E-9, E-33, E-34	DRAINAGE	6	P5544666H STAGE 1	LOTS ON P5544666H STAGE 1
E-10, E-20, E-26, E-30, E-37, E-38	SEWERAGE	SEE PLAN	THIS PLAN	YARRA VALLEY WATER LTD
E-14, E-31, E-24	DRAINAGE	2	THIS PLAN	LOT 91 ON THIS PLAN
E-11	CARRIAGEWAY	SEE DIAG.	THIS PLAN	LOTS 51A AND 91 ON THIS PLAN
E-12	CARRIAGEWAY	SEE DIAG.	THIS PLAN	LOT 91 ON THIS PLAN
E-13	CARRIAGEWAY	SEE DIAG.	THIS PLAN	LOT 90 ON THIS PLAN
E-9, E-15, E-18, E-33, E-34, E-35, E-36	CARRIAGEWAY	SEE DIAG.	THIS PLAN	LOT 55 ON THIS PLAN
E-17, E-37	CARRIAGEWAY	SEE DIAG.	THIS PLAN	LOT 50A ON THIS PLAN
E-37, E-38	DRAINAGE	SEE DIAG.	THIS PLAN	LOT 54 ON THIS PLAN
E-21	SEWERAGE	2	THIS PLAN	LOT 91 ON THIS PLAN
E-22, E-29, E-41	POWERLINE (SECTION 88 ELECTRICITY INDUSTRY ACT 2000)	SEE DIAG.	THIS PLAN	AUSNET ELECTRICITY SERVICES PTY LTD (ABN 91 064 651 118)
E-22, E-23, E-25, E-26 E-28, E-29, E-30, E-32, E-40, E-42	WAY	SEE DIAG.	THIS PLAN	LOT 54 ON THIS PLAN
E-20, E-24, E-27, E-29, E-32, E-39, E-42	GAS SUPPLY	SEE DIAG.	THIS PLAN	MULTINET GAS
E-28, E-29, E-32, E-40	WATER SUPPLY	SEE DIAG.	THIS PLAN	YARRA VALLEY WATER LTD

CHARTER.

KECK CRAMER

Level 19/8 Exhibition Street, Melbourne Victoria 3000
Telephone 03 8102 8888 www.charterkc.com.au

SURVEYOR'S REF: J082011-S3

ORIGINAL SHEET SIZE: A3

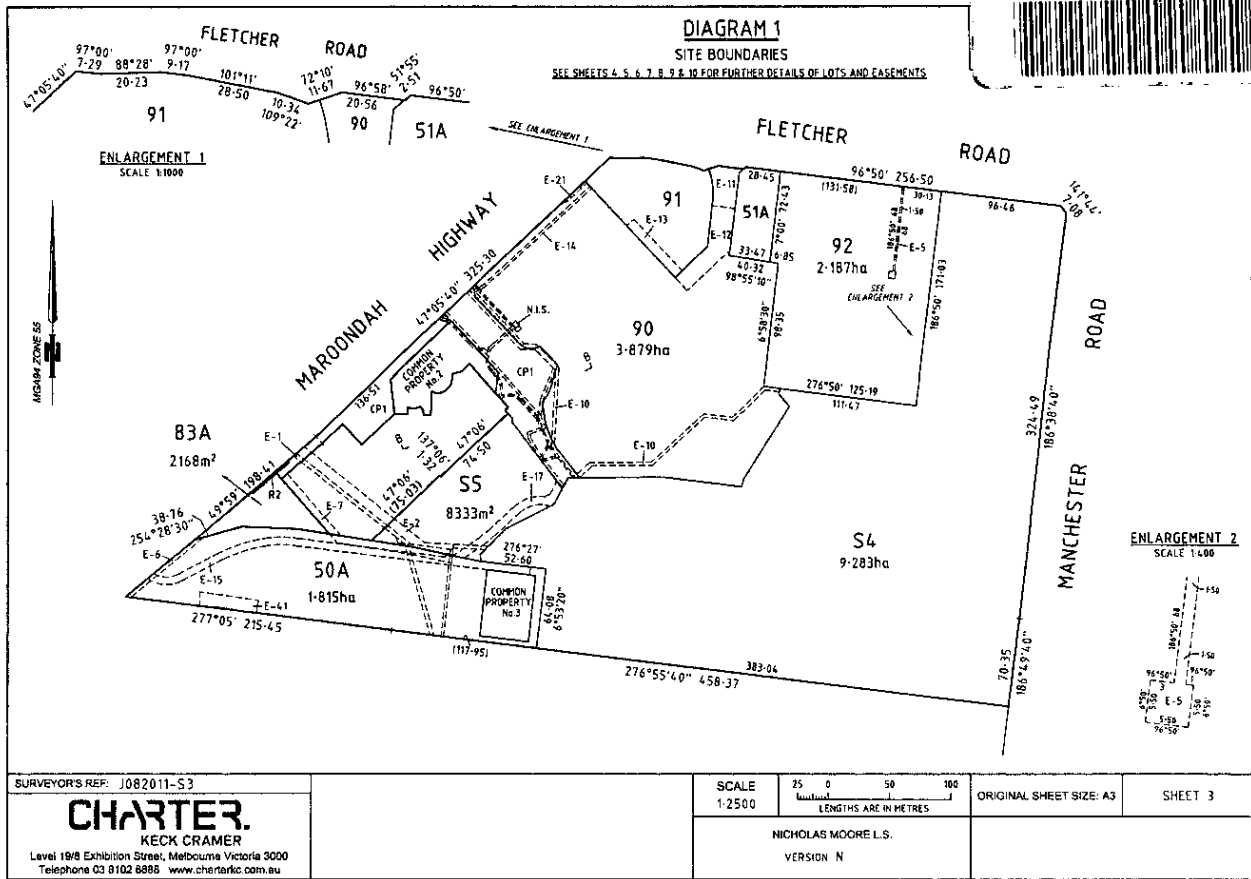
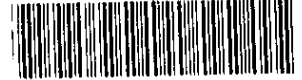
SHEET 2

NICHOLAS MOORE L.S.

VERSION N

AS706540D

14/11/2019 \$98.50 173



AS706540D

14/11/2019 \$98.50 173

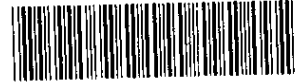
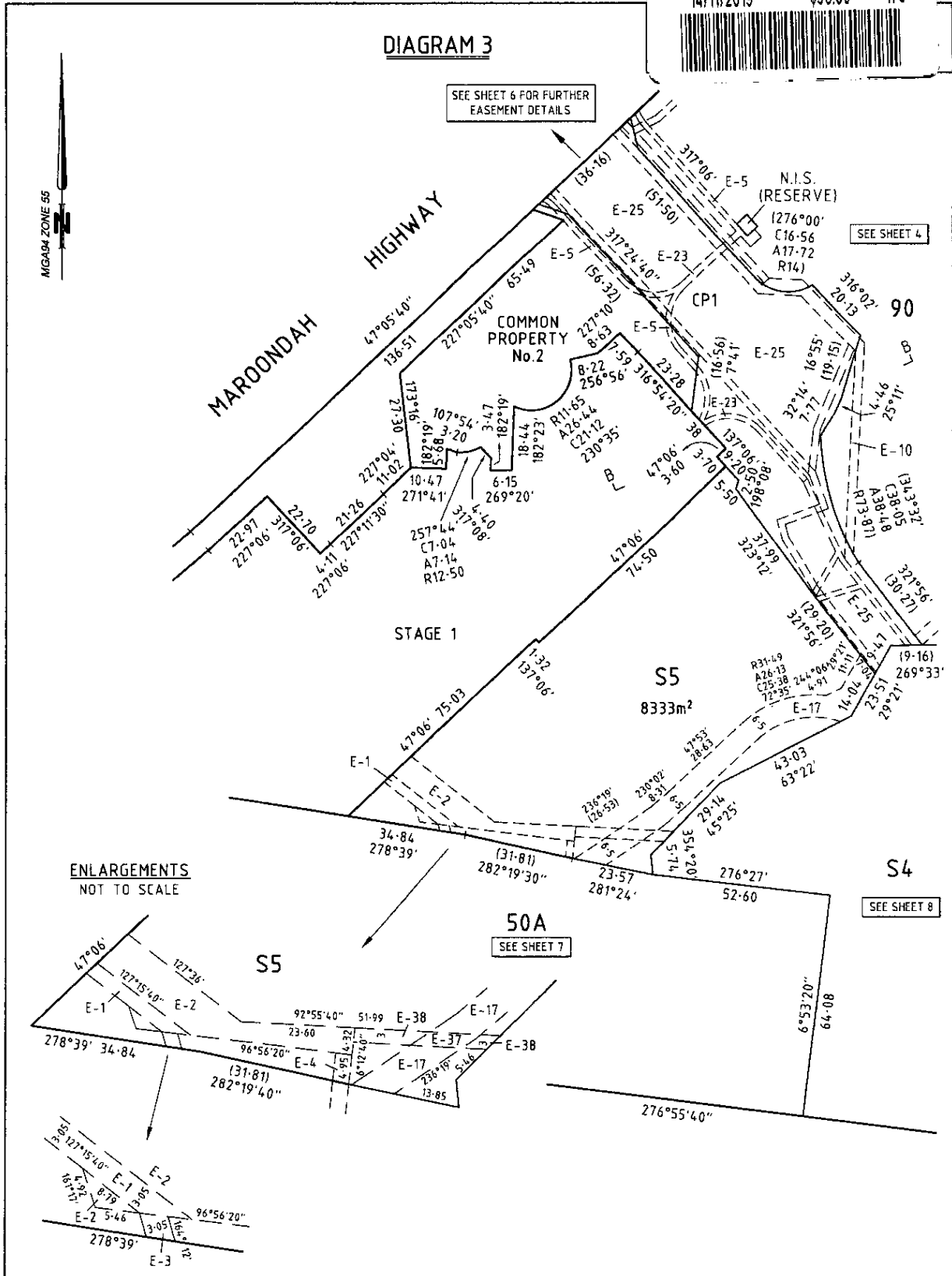


DIAGRAM 3



SURVEYOR'S REF: J082011-S3 CHARTER. KECK CRAMER Level 19/8 Exhibition Street, Melbourne Victoria 3000 Telephone 03 8102 8888 www.charterkc.com.au	SCALE 1:1000	LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 5
	NICHOLAS J. MOORE VERSION N			

AS706540D

14/11/2019 \$98.50 173

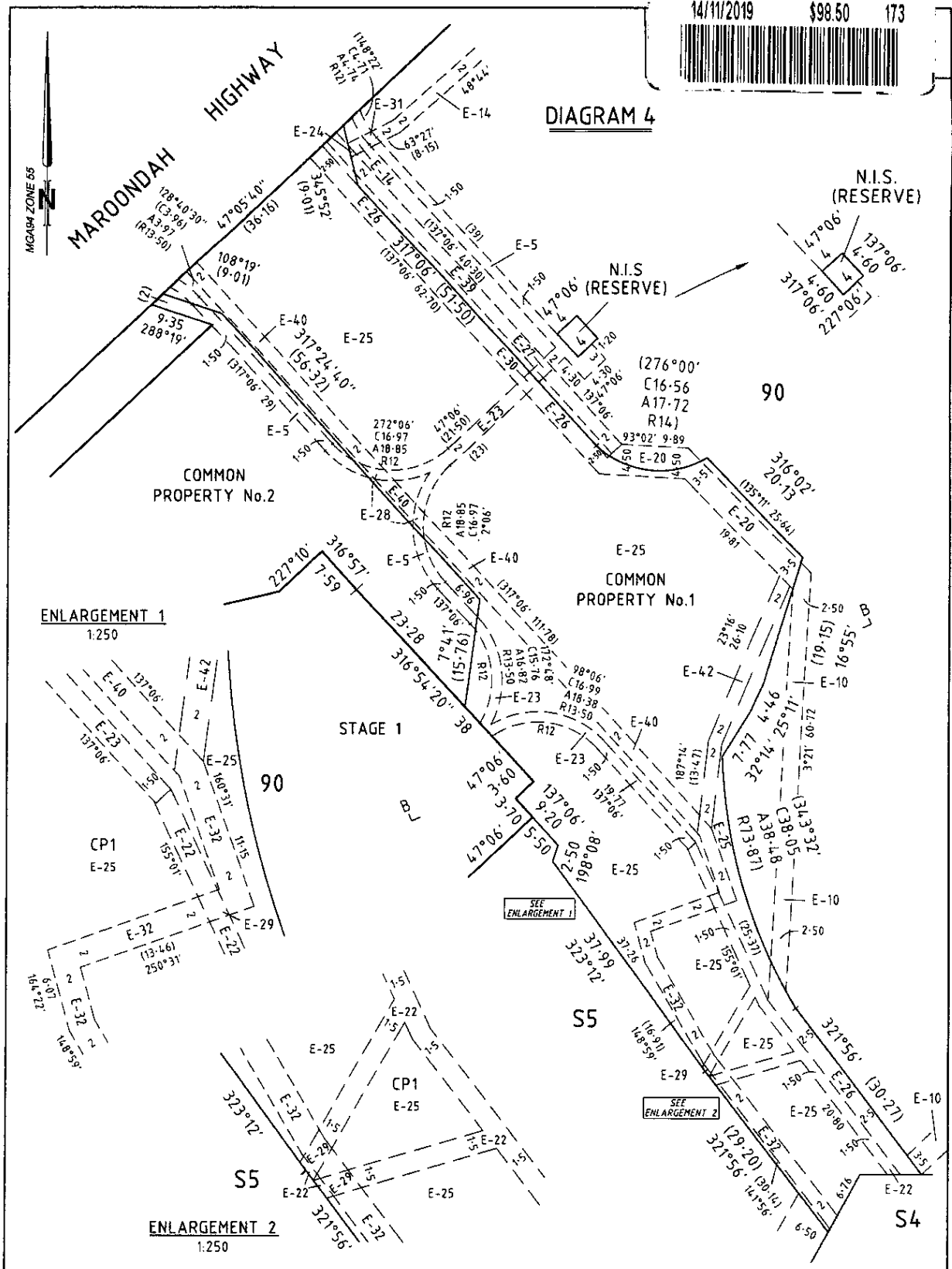
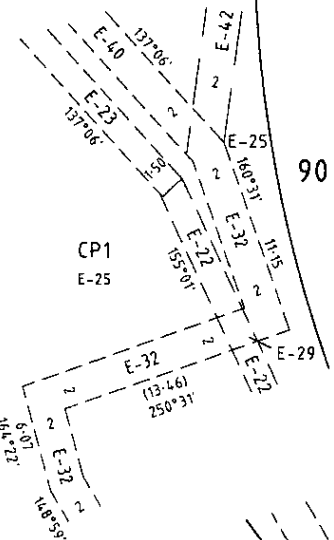
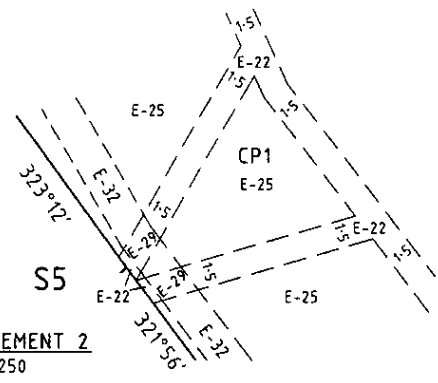


DIAGRAM 4

ENLARGEMENT 1
1:250



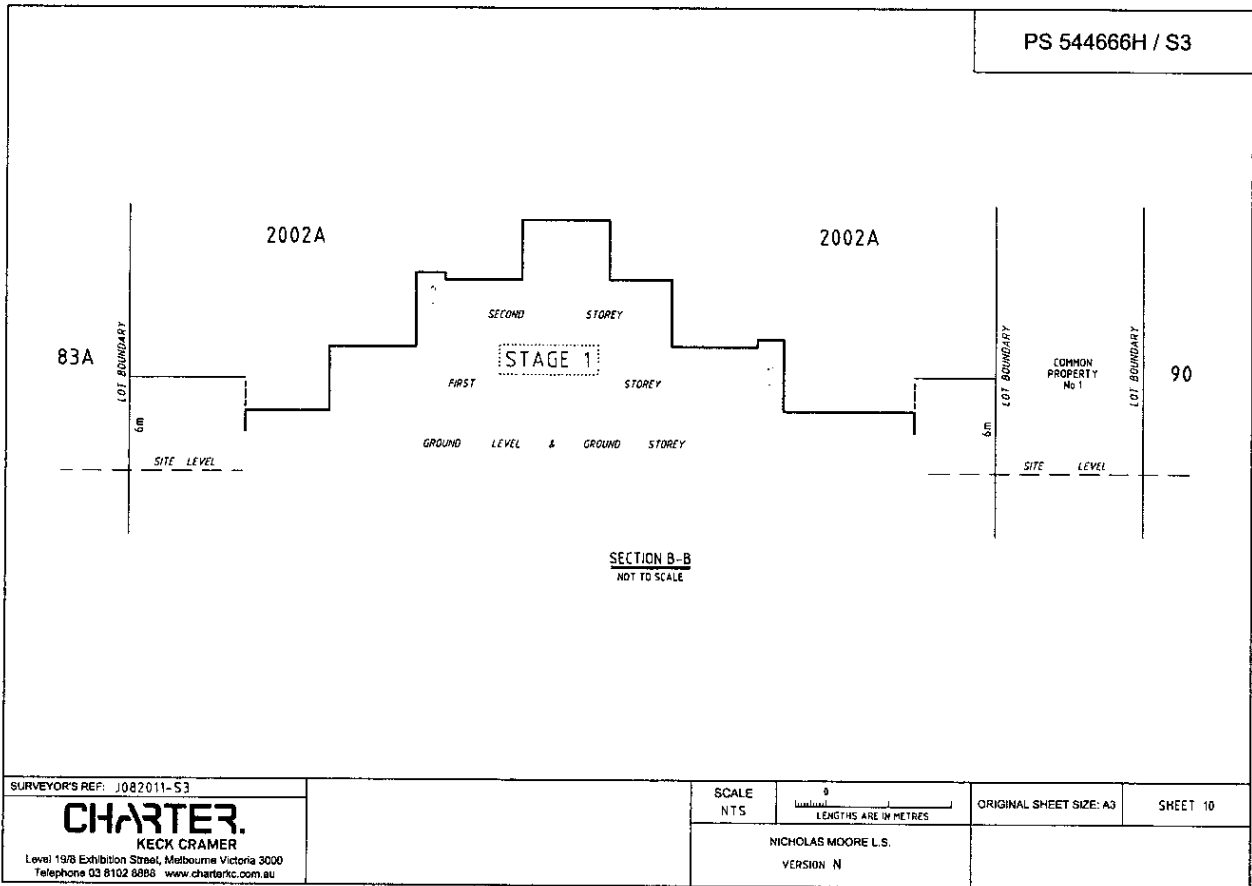
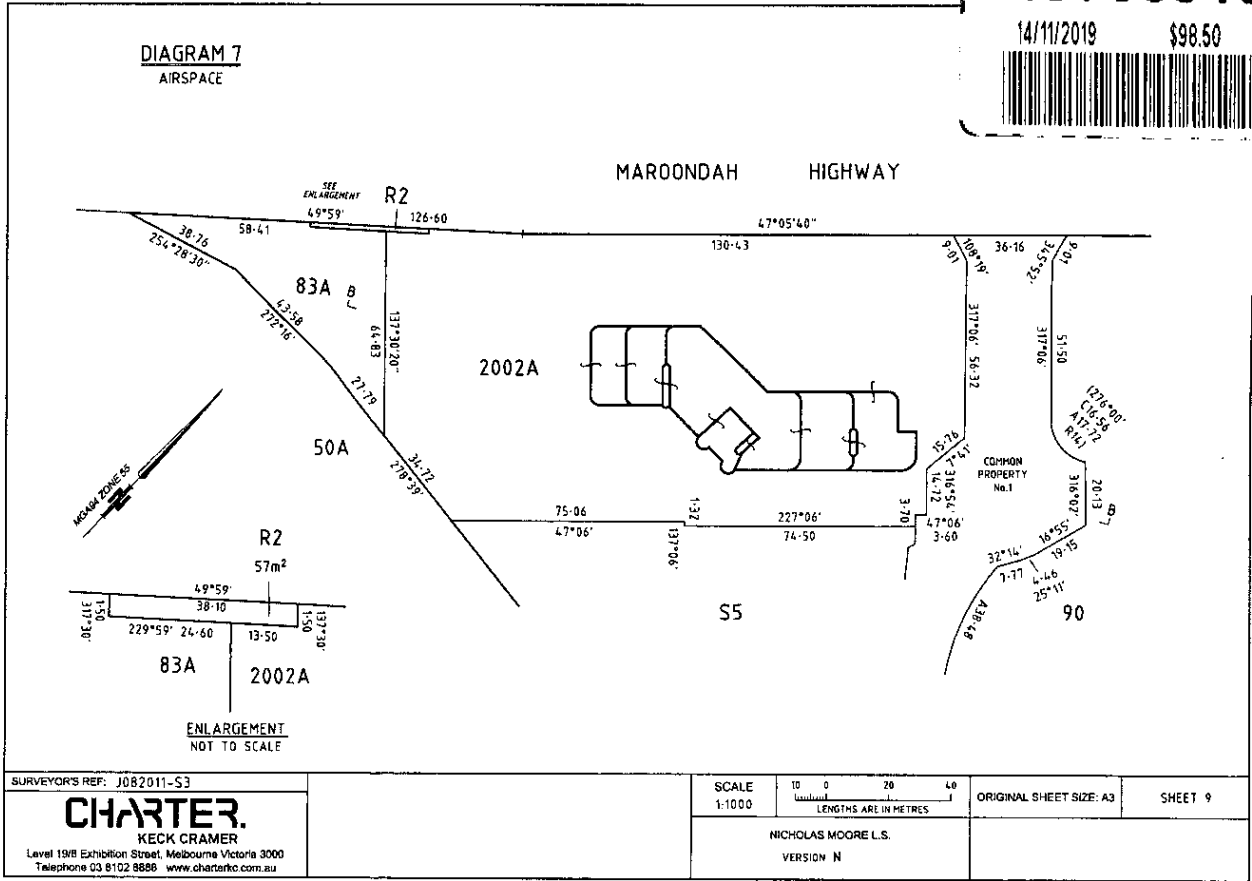
ENLARGEMENT 2
1:250



SURVEYOR'S REF: J082011-S3 CHARTER. KECK CRAMER Level 19/8 Exhibition Street, Melbourne Victoria 3000 Telephone 03 8102 8888 www.charterkc.com.au	SCALE 1:500	 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 6
	NICHOLAS J. MOORE VERSION N			

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14/11/2019 \$98.50 173



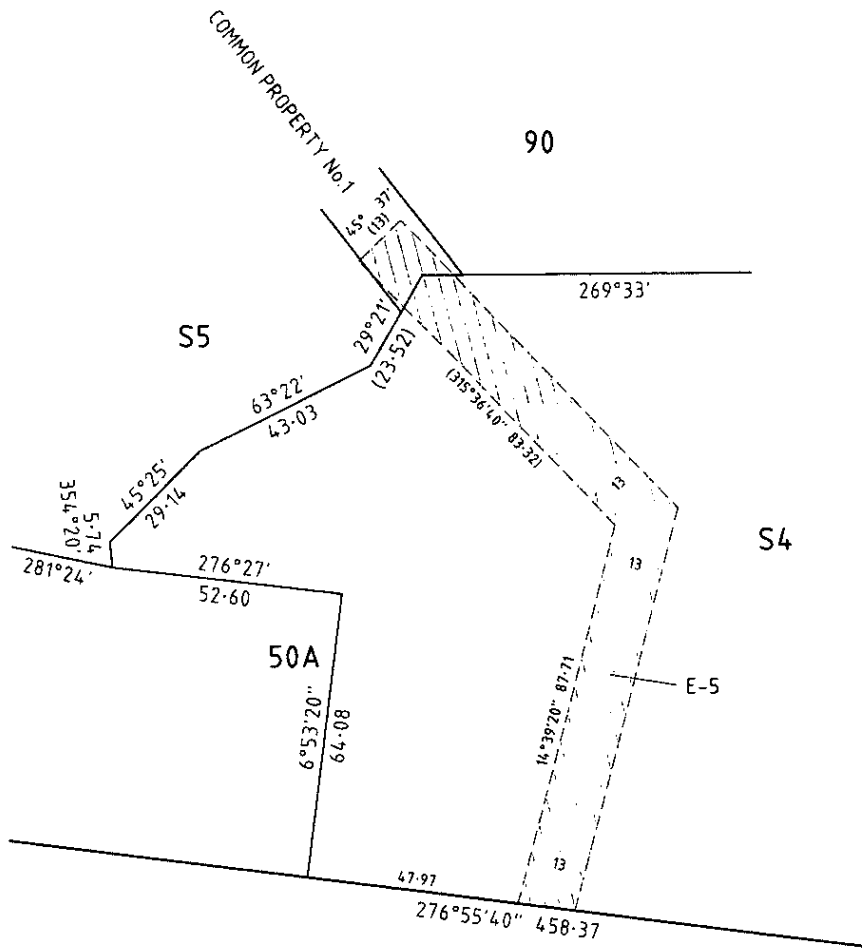
AS706540D

14/11/2019 \$98.50 173



DIAGRAM 8

EASEMENT E-5 TO BE REMOVED-
SEE EASEMENT NOTATIONS ON
SHEET 1 FOR FURTHER DETAILS

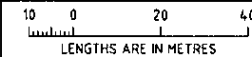


SURVEYOR'S REF: J082011-S3

CHARTER.
KECK CRAMER

Level 19/8 Exhibition Street, Melbourne Victoria 3000
Telephone 03 8102 8888 www.charterka.com.au

SCALE
1:1000



ORIGINAL SHEET SIZE: A3

SHEET 11

NICHOLAS J. MOORE
VERSION N

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CREATION OF RESTRICTION

Upon registration of this plan the following restriction is created:

Land to be burdened: Lot 90
Land to benefit: All other lots on PS 544666H / S3

Description of Restriction

The registered proprietor or proprietors for the time being of the burdened lot on this plan must not allow vehicular access to

- Maroondah Highway frontage, or
- East Ridge Drive between Maroondah Highway and the roundabout on East Ridge Drive.

SURVEYOR'S REF: J082011-S3			ORIGINAL SHEET SIZE: A3	SHEET 12
CHARTER. KECK CRAMER Level 19/8 Exhibition Street, Melbourne Victoria 3000 Telephone 03 8102 8888 www.charterkc.com.au		NICHOLAS J. MOORE		
		VERSION N		



YARRA RANGES SHIRE COUNCIL

and

KFT INVESTMENTS PTY LTD

and

ROADS CORPORATION

and

**OWNERS CORPORATION 1 PLAN
NO. PS544666H**

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

Property: The Subject Land

THIS AGREEMENT is made on 23 December

2019

PARTIES

- 1 **YARRA RANGES SHIRE COUNCIL**
15 Anderson Street, Lilydale VIC 3140
(Council)
- 2 **ROADS CORPORATION**
of 60 Denmark Street, Kew VIC 3101
(VicRoads)
- 3 **KFT INVESTMENTS PTY LTD**
(ACN 005 144 945)
Lifestyle Building Level 2 Suite 23 1 East Ridge Drive, Chirnside Park VIC 3116
(Owner)
- 4 **OWNERS CORPORATION 1 PLAN NO. PS544666H**
of 5/259 Blackburn Road, Doncaster East VIC 3109
(Owners Corporation 1)

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 Subject Land.
- C VicRoads is a determining referral authority under the Act for the Permit and the relevant road authority for the Maroondah Highway.
- D Part of condition 7 and conditions 10 and 11 of the Permit provide as follows:
 - "7. ...
 - 1.2 *VicRoads*
 - 1.2.1 *A restriction on Lot 90 on PS544666H/S3 created under Section 23 of the Subdivision Act 1988, prohibiting vehicular access to the Maroondah Highway frontage and on East Ridge Drive between Maroondah Highway and the roundabout currently in existence on Eastridge Drive.*
 - 1.2.2 *Prior to the relevant lots within PS 544666/ S3 being further subdivided or developed, a Traffic Impact Assessment Report (TIAR) must be prepared to the satisfaction of VicRoads.*
 - 1.2.3 *Conditions must be included on any permit granted requiring the permit holder to undertake any works identified in the TIAR to the satisfaction of and at no cost to VicRoads.*
 - "10. *Prior to the Certification of Plan of Subdivision, amended subdivision plan to the satisfaction of VicRoads must be submitted to the Responsible Authority for endorsement. Once endorsed, the plan will form part of the permit. The Plan must generally be in accordance with the plan of subdivision PS544666H/S3 Version E prepared by Charter Keck Cramer but modified to include:*

- a. *A restriction on Lot 90 on PS544666H/S3 created under Section 23 of the Subdivision Act 1988, prohibiting vehicular access to the Maroondah Highway frontage and on East Ridge Drive between Maroondah Highway and the roundabout.*
- 11 *Prior to the issue of a Statement of Compliance (SoC) for the Plan of Subdivision 544666HS3, Version N the permit holder must enter into an agreement with the Responsible Authority and VicRoads, under Section 173 of the Planning and Environment Act 1987. This agreement must stipulate that:*
- a. *Prior to the relevant lots within PS 54466H/ S3 being further subdivided or developed a Traffic Impact Assessment Report (TIAR) must be prepared to the satisfaction of VicRoads;*
- b. *Conditions must be included on any permit granted requiring the permit holder to undertake any works identified in the TIAR to the satisfaction of and at no cost to VicRoads.”*

This Agreement has been entered into in order to:

- comply with the VicRoads requirements in conditions 7, 10 and 11 of the Permit;
- prohibit, restrict or regulate the use or development of the Subject Land;
- achieve and advance the objectives of planning in Victoria or the objectives of the Scheme in relation to the Subject Land.

E This Agreement is made under Division 2 of Part 9 of the Act.

THE PARTIES AGREE THAT:

1 DEFINITIONS

In this Agreement:

- 1.1 **Act** means the *Planning and Environment Act 1987*.
- 1.2 **Agreement** means this Agreement, including the recitals and any annexures to this Agreement.
- 1.3 **Business Day** means Monday to Friday excluding public holidays in Victoria.
- 1.4 **Common Property** has the same meaning as in the *Owners Corporations Act 2006* and where the context requires includes Common Property No. 1 and any future common property created as a result of the subdivision of the Subject Land or any part thereof.
- 1.5 **Common Property No. 1** means the land known as Common Property No. 1 being part of the Subject Land as shown on Edition 2 of PS 544666H as at the date of this Agreement.
- 1.6 **Endorsed Plan** means the plan or plans endorsed from time to time with the stamp of Council as the plan that forms part of the Permit.

- 1.7 **Future Development of the Subdivided Land** means prior to:
- 1.7.1 the certification of any plan for the subdivision of any of the parcels of the Subject Land that are created following the registration of the Plan in accordance with the Permit; or
 - 1.7.2 the commencement of construction of any development on the Subject Land.
- 1.8 **Lot** has the same meaning as in the *Subdivision Act 1988*.
- 1.9 **Lot 90** means lot 90 as shown on the Plan.
- 1.10 **Mortgagee** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as mortgagee of the Subject Land or any part of it.
- 1.11 **Owner** means the person or persons who are registered or are entitled to be registered as proprietor of an estate in the Subject Land or any part thereof, and includes an Owners Corporation and a mortgagee in possession.
- 1.12 **Permit** means planning permit YR-2018/408 issued in respect of the Subject Land by Council on 21 December 2018 as amended from time to time authorising the development of the Subject Land for multi lot subdivision and creation and removal of easements.
- 1.13 **Plan** means the proposed plan of subdivision of the Subject Land attached as Annexure A to this Agreement.
- 1.14 **Roundabout** means the roundabout located on East Ridge Drive as at the date of this Agreement as generally located in the vicinity of CP1 on sheet 3 of the Plan.
- 1.15 **Scheme** means the *Yarra Ranges Planning Scheme* or any other planning scheme that applies to the Subject Land from time to time.
- 1.16 **Subject Land** means the whole of the land contained in certificates of title:
- 1.16.1 volume 11934 folio 726 (Lot S3 on PS544666H); and
 - 1.16.2 volume 11083 folio 084 (Common Property 1 on PS544666H).

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 is 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 of Titles under section 183 of the Act to cancel or alter the recording of this Agreement on the folio of the Register for the Subject Land.

4 OWNER'S COVENANTS

4.1 Restriction on Lot 90

- 4.1.1 Subject to clause 4.1.2, the Owner covenants and agrees that it will, upon the registration of the Plan, create a restriction within the meaning of the *Subdivision Act 1988* burdening Lot 90 that prohibits vehicular access from Lot 90 to the Maroondah Highway frontage or East Ridge Drive between Maroondah Highway and the northern tip of the Roundabout.
- 4.1.2 Until such time as the restriction has been created, the Owner of Lot 90, must not create or use Lot 90 to access the Maroondah Highway frontage or East Ridge Drive between Maroondah Highway and the northern tip of the Roundabout.

4.2 Traffic Impact Assessment Report

- 4.2.1 The Owner covenants and agrees that:
- (a) prior to the Future Development of the Subdivided Land, a Traffic Impact Assessment Report must be prepared at the cost of the Owner and to the satisfaction of VicRoads; and
 - (b) the Owner must undertake any works or traffic management measures recommended in the Traffic Impact Assessment Report approved by VicRoads:
 - (i) at the cost of the Owner;
 - (ii) within the timeframe recommended in the Traffic Impact Assessment Report approved by VicRoads;
 - (iii) subject to any conditions required by VicRoads or further approvals required;
 - (iv) in relation to any works, in accordance with plans approved by VicRoads; and
 - (v) to the satisfaction of VicRoads.

4.3 Future Common Property

- 4.3.1 The Owner covenants and agrees that:
- (a) if the Subject Land is subdivided to create any Common Property, this Agreement must be recorded on the folio of the Register which relates to that Common Property as well as all relevant Lots;
 - (b) if the Registrar of Titles fails to record this Agreement on the folio of the Register which relates to the Common Property as envisaged under clause 4.3.1(a), the Owner must procure the Owners Corporation which is registered as the owner of the Common Property to enter into an agreement under section 173 of the Act with the Council in a form which is acceptable to the Council and which must include the provisions of this Agreement mutatis mutandis which are applicable to the Common Property registered in the name of the Owners Corporation.

4.4 Successors in title

Until this Agreement is recorded on the folio of the Register which relates to the Subject 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.

4.5 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 Subject Land.

4.6 Payment of Council's and VicRoads' costs

The Owner agrees to pay on demand to the Council and VicRoads the Council's and VicRoads' 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.

4.7 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 Subject Land.

4.8 Indemnity

The Owner covenants to indemnify and keep the Council and VicRoads, 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.

4.9 Non-compliance

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

- 4.9.1 to allow the Council its officers, employees, contractors or agents to enter the Subject Land and rectify the non-compliance;
- 4.9.2 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;
- 4.9.3 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;
- 4.9.4 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:

- 4.9.5 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;
- 4.9.6 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;
- 4.9.7 that all Costs or other monies which are due and payable under this Agreement but which remain owing shall be a charge on the Subject Land until they are paid in full; and
- 4.9.8 if the Owner executes a mortgage as required by clause 4.9.4, any breach of this Agreement is deemed to be a default under that mortgage.

4.10 **Council access**

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

4.11 **Covenants run with the Subject 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 Subject 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 Subject Land and every part of the Subject Land.

4.12 **Owner's warranty**

The Owner warrants and covenants that:

- 4.12.1 the Owner is the registered proprietor (or is entitled to become the registered proprietor) of the Subject Land and is also the beneficial owner of the Subject Land;
- 4.12.2 the execution of this Agreement by the Owner complies with the Registrar's Requirements for Paper Conveyancing Transactions made under section 106A of the *Transfer of Subject Land Act 1958*;
- 4.12.3 there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Subject Land which have not been disclosed by the usual searches of the folio of the Register for the Subject Land or notified to the Council;
- 4.12.4 no part of the Subject Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in section 42 of the *Transfer of Subject Land Act 1958*; and
- 4.12.5 until this Agreement is recorded on the folio of the Register which relates to the Subject Land, the Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Subject Land or any part of the Subject Land without first disclosing to any intended purchaser,

transferee, assignee or mortgagee the existence and nature of this Agreement.

5 GENERAL

5.1 No fettering of Council's powers

This Agreement does not fetter or restrict the Council's or VicRoads' power or discretion in respect of any of the Council's or VicRoads' decision making powers including but not limited to an ability to make decisions under the *Local Government Act 1989*, and the Act or to make or impose requirements or conditions in connection with any use or development of the Subject Land or the granting of any planning permit, the approval or certification of any plans of subdivision or consolidation relating to the Subject Land or the issue of a Statement of Compliance in connection with any such plans.

5.2 Time of the essence

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

5.3 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.

5.4 Enforcement and severability

5.4.1 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.

5.4.2 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.

6 NOTICES

6.1 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:

6.1.1 personally on the person;

6.1.2 by leaving it at the person's address set out in this Agreement;

6.1.3 by posting it by prepaid post addressed to that person at the person's current address for service; or

6.1.4 by facsimile to the person's current number notified to the other party.

6.2 Time of service

A notice or other communication is deemed served:

- 6.2.1 if served personally or left at the person's address, upon service;
- 6.2.2 if posted within Australia to an Australian address by express post, two Business Days; by standard post, six business days after posting;
- 6.2.3 if served by facsimile, subject to the next clause, 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
- 6.2.4 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 INTERPRETATION

In this Agreement, unless the contrary intention appears:

- 7.1 the singular includes the plural and vice versa;
- 7.2 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;
- 7.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;
- 7.4 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;
- 7.5 words importing one gender include other genders;
- 7.6 other grammatical forms of defined words or expressions have corresponding meanings;
- 7.7 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:
 - 7.7.1 two or more parties; or
 - 7.7.2 a party comprised of two or more persons,is made or given and binds those parties or persons jointly and severally;
- 7.8 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;
- 7.9 a recital, schedule, annexure or description of the parties forms part of this Agreement;
- 7.10 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;


- 7.11 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;
- 7.12 a party that is a trustee is bound both personally and in its capacity as trustee;
- 7.13 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;
- 7.14 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Agreement.

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

SIGNED SEALED AND DELIVERED by

for and on behalf of YARRA RANGES
SHIRE COUNCIL pursuant to the power
delegated to that person by Instrument of
Delegation dated 2nd day of April 2019 in the
presence of:

) TRACY PASCOE
) EXECUTIVE OFFICER
) PLANNING SERVICES
) YARRA RANGES SHIRE COUNCIL



 Witness

Kathleen Douglas
 Name of witness

EXECUTED BY
~~THE COMMON SEAL~~ of KFT
 INVESTMENTS PTY LTD ACN 005 144 945
 was affixed in accordance with section
 127(2) of the Corporations Act 2001 (Cth) in
 the presence of authorised persons:



BEING SIGNED BY


 Director

GEORGE KEPPEL

Full name

38 DUDLEY ROAD, WONGA PARK VIC, 3115

Usual address



STEVEN KEPPEL

Full name

*Director/company secretary
*Delete whichever is inapplicable

182 BRYSONS ROAD, WONGA PARK VIC, 3115

Usual address

~~or THE COMMON SEAL of OWNERS CORPORATION 1 PLAN NO. PS544666H was affixed and witnessed by and in the presence of persons who declare they are Lot Owners of separate lots and members of the Owners Corporation or by a director of a corporation that is a Lot Owner in accordance with sections 20 and 21 of the Owners Corporations Act 2006~~

Signature of witness

Signature of witness

Name of witness (print full name)

Name of witness (print full name)

Address of witness

Address of witness

Lot
 Lot no. and Position (Lot Owner/Director of Lot Owner)
 (delete whichever does not apply)

Lot
 Lot no. and Position (Lot Owner/Director of Lot Owner)
 (delete whichever does not apply)

AS9075007

ANNEXURE A
(copy of Plan)

PLAN OF SUBDIVISION UNDER SECTION 32 OF THE SUBDIVISION ACT 1988		EDITION 1	PS 544666H/S3
LOCATION OF LAND Parish : MOOROOLBARK Township : - Section : - Crown Allotment : - Crown Portion : 4 (PART) Title Reference : VOLUME 11083 FOLIOS 043, 044, 076, 081, 084, 085 VOLUME 11934 FOLIOS 726, 727 Last Plan Reference : PS544666H Postal Address : 266-268 MAROONDAH HIGHWAY (at time of subdivision) CHIRNSIDE PARK VIC 3116 MGA94 Co-ordinates E 351 360 ZONE : 55 (of approx. centre of land in plan) N 5 819 070		YARRA RANGES SHIRE COUNCIL <div style="border: 1px solid black; padding: 5px;"> <small>DISCLAIMER: WARNING: THIS PLAN IS UNREGISTERED AT LAND REGISTRY AND HAS BEEN PREPARED FROM ARCHITECTURAL DRAWINGS. THIS PLAN MAY BE SUBJECT TO THE FOLLOWING ALTERATIONS: i) THOSE REQUESTED BY COUNCIL AND/OR STATUTORY AUTHORITIES; ii) THOSE ONCE THE BUILDINGS HAVE BEEN CONSTRUCTED; iii) THOSE REQUESTED BY LAND REGISTRY PRIOR TO REGISTRATION OF THE PLAN. CHARTER KECK CRAMER ACCEPTS NO RESPONSIBILITY WHATSOEVER FOR ANY LOSS OR DAMAGE SUFFERED HOWSOEVER ARISING TO ANY PERSON OR CORPORATION WHO MAY USE OR RELY UPON THIS PLAN FOR ANY OTHER REASON. THIS PLAN MUST NOT BE REPRODUCED EXCEPT: a) FROM THE ELECTRONIC VERSION OR COPY HELD BY CHARTER KECK CRAMER, AND b) UNLESS THE REPRODUCTION INCLUDES THIS NOTE.</small> </div>	
VESTING OF ROADS AND/OR RESERVES		NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON	PURPOSE OF PLAN SUBDIVIDE LOTS S3, 50, 51, 83, 2002, 2003 AND PART OF COMMON PROPERTY No.1 & No.2 ON PS544666H AND CREATE NEW LOTS 50A, 51A, 83A 90, 91, 92, 2002A, S4 & S5. OTHER PURPOSES OF PLAN REMOVAL OF PART OF EASEMENT E-5 SHOWN HATCHED. GROUNDS FOR REMOVAL: YARRA RANGES SHIRE PLANNING PERMIT No. YR-2018/408 REMOVE LOTS S4 & 92 FROM OWNERS CORPORATION No 1 ADD LOT 50A TO OWNERS CORPORATION No 1 CREATE OWNERS CORPORATION No.3. REFER SHEET 12 FOR CREATION OF RESTRICTION CP1 DENOTES COMMON PROPERTY No.1. CP2 DENOTES COMMON PROPERTY No.2. CP3 DENOTES COMMON PROPERTY No.3. N.I.S. DENOTES NOT IN SUBDIVISION LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. SEE OWNERS CORPORATION SEARCH REPORT(S) FOR DETAILS.	
ROAD R2	VICROADS		
NOTATIONS			
DEPTH LIMITATION: Does not apply.			
Survey : THIS PLAN IS BASED ON SURVEY. Staging : THIS IS A STAGED SUBDIVISION PLANNING PERMIT No. To be completed where applicable: THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s) 293 & 507 IN PROCLAIMED SURVEY AREA No.			
SEE SHEET 2 FOR EASEMENT INFORMATION			
CHARTER. KECK CRAMER Level 19/8 Exhibition Street, Melbourne Victoria 3000 Telephone 03 8102 8888 www.charterkc.com.au		SURVEYOR'S REF: J082011-S3 5/09/19	ORIGINAL SHEET SIZE: A3 SHEET 1 OF 12
		NICHOLAS MOORE L.S. VERSION N	

				PS 544666H/S3
EASEMENT INFORMATION				
LEGEND: A – APPURTENANT EASEMENT E – ENCUMBERING EASEMENT R – ENCUMBERING EASEMENT (ROAD)				
SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL OF THE LAND IN THIS PLAN				
EASEMENT REFERENCE	PURPOSE	WIDTH (Metres)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1	DRAINAGE	3-05	INSTR.D535359	VOL.8755 FOLS.809 & 810
E-1	DRAINAGE & SEWERAGE	3-05	C/E N974448	M.M.B.W.
E-2	DRAINAGE & SEWERAGE	SEE DIAG.	C/E N974448	M.M.B.W.
E-3, E-8, E-34, E-35	ANY EASEMENTS	3-05	VOL.9713 FOL.063	UNSPECIFIED
E-4, E-9, E-36	DRAINAGE & SEWERAGE	2	C/E P124877	M.M.B.W.
E-5, E-23, E-27, E-28, E-30, E-31	TRANSMISSION OF ELECTRICITY	SEE DIAG.	PS544666H STAGE 1	S.P.I ELECTRICITY
E-6, E-18	WATER SUPPLY	3	PS544666H STAGE 1	LAND IN PS544666H AND YARRA VALLEY WATER LTD
E-7, E-8, E-9, E-33, E-34	DRAINAGE	6	PS544666H STAGE 1	LOTS ON PS544666H STAGE 1
E-10, E-20, E-26, E-30, E-37, E-38	SEWERAGE	SEE PLAN	THIS PLAN	YARRA VALLEY WATER LTD
E-14, E-31, E-24	DRAINAGE	2	THIS PLAN	LOT 91 ON THIS PLAN
E-11	CARRIAGEWAY	SEE DIAG.	THIS PLAN	LOTS 51A AND 91 ON THIS PLAN
E-12	CARRIAGEWAY	SEE DIAG.	THIS PLAN	LOT 91 ON THIS PLAN
E-13	CARRIAGEWAY	SEE DIAG.	THIS PLAN	LOT 90 ON THIS PLAN
E-9, E-15, E-18, E-33, E-34, E-35, E-36	CARRIAGEWAY	SEE DIAG.	THIS PLAN	LOT S5 ON THIS PLAN
E-17, E-37	CARRIAGEWAY	SEE DIAG.	THIS PLAN	LOT 50A ON THIS PLAN
E-37, E-38	DRAINAGE	SEE DIAG.	THIS PLAN	LOT S4 ON THIS PLAN
E-21	SEWERAGE	2	THIS PLAN	LOT 91 ON THIS PLAN
E-22, E-29, E-41	POWERLINE (SECTION 88 ELECTRICITY INDUSTRY ACT 2000)	SEE DIAG.	THIS PLAN	AUSNET ELECTRICITY SERVICES PTY LTD (ABN 91 064 651 118)
E-22, E-23, E-25, E-26 E-28, E-29, E-30, E-32, E-40, E-42	WAY	SEE DIAG.	THIS PLAN	LOT S4 ON THIS PLAN
E-20, E-24, E-27, E-29, E-32, E-39, E-42	GAS SUPPLY	SEE DIAG.	THIS PLAN	MULTINET GAS
E-28, E-29, E-32, E-40	WATER SUPPLY	SEE DIAG.	THIS PLAN	YARRA VALLEY WATER LTD

CHARTER.

KECK CRAMER

Level 19/8 Exhibition Street, Melbourne Victoria 3000
Telephone 03 8102 8888 www.charterkc.com.au

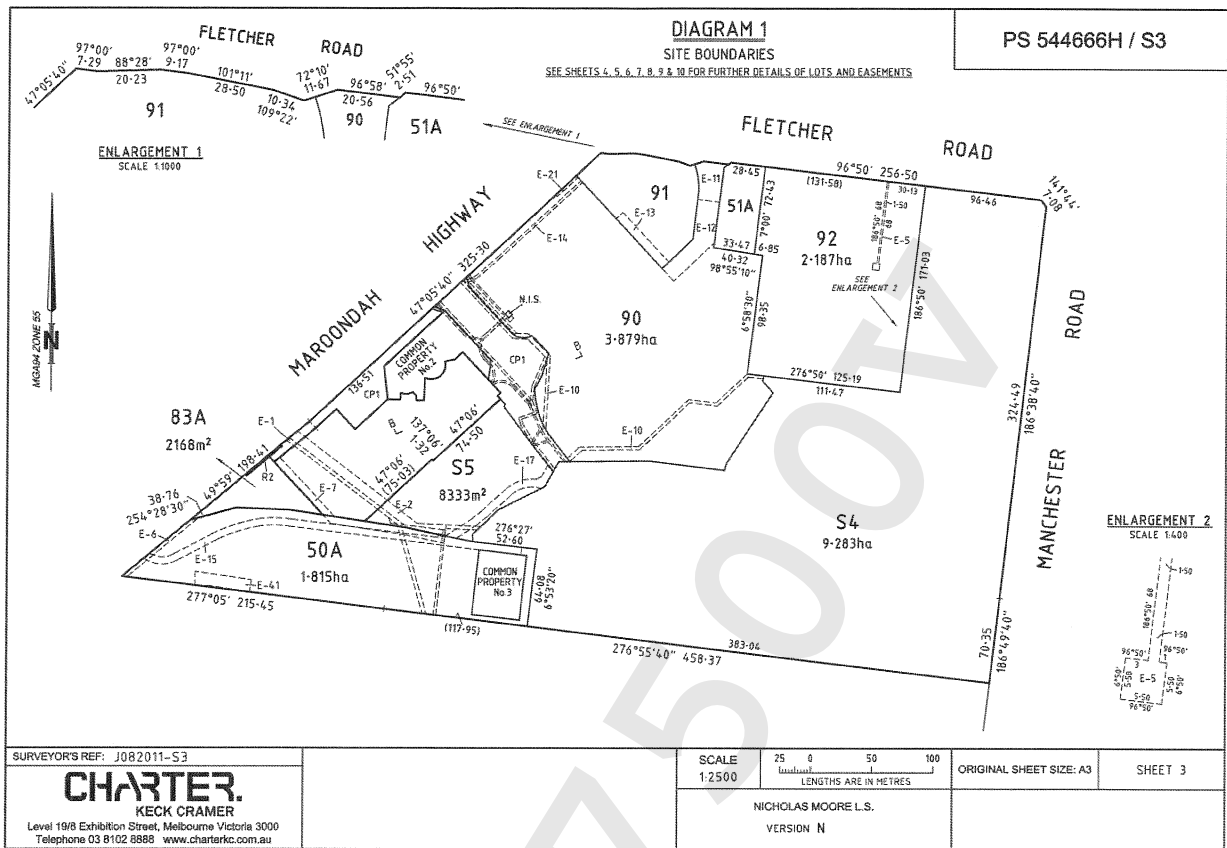
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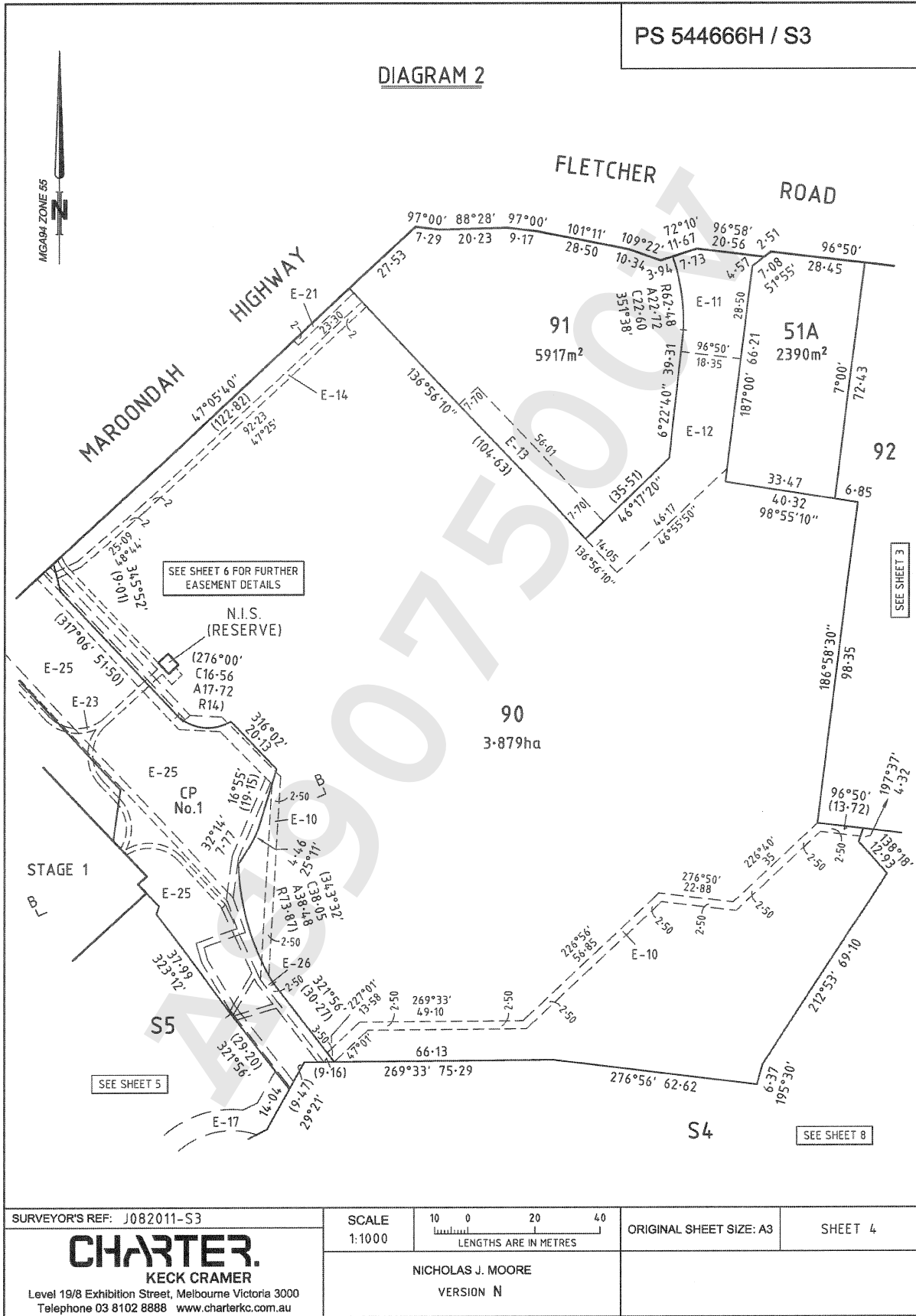
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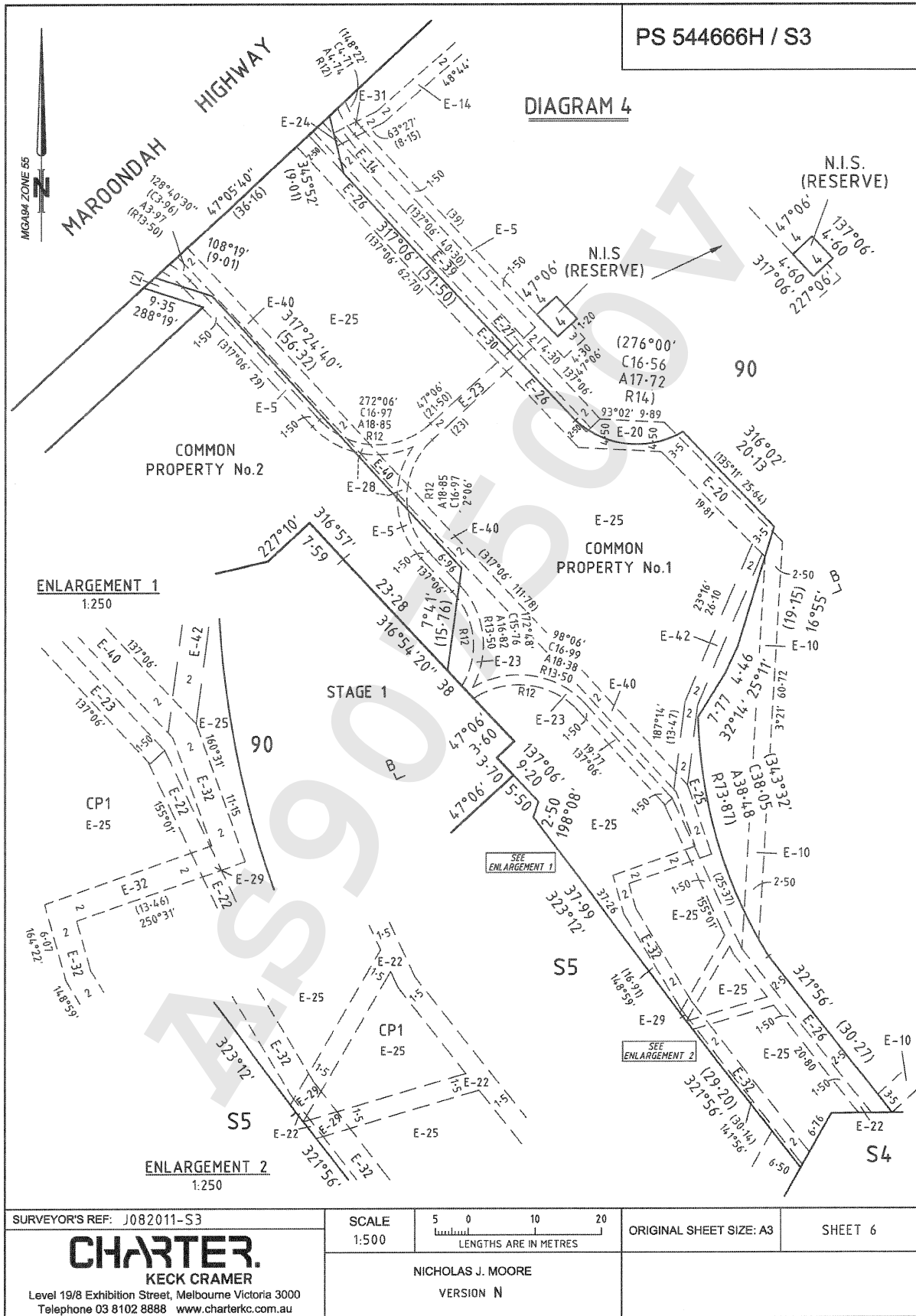
SHEET 2

NICHOLAS MOORE L.S.

VERSION N







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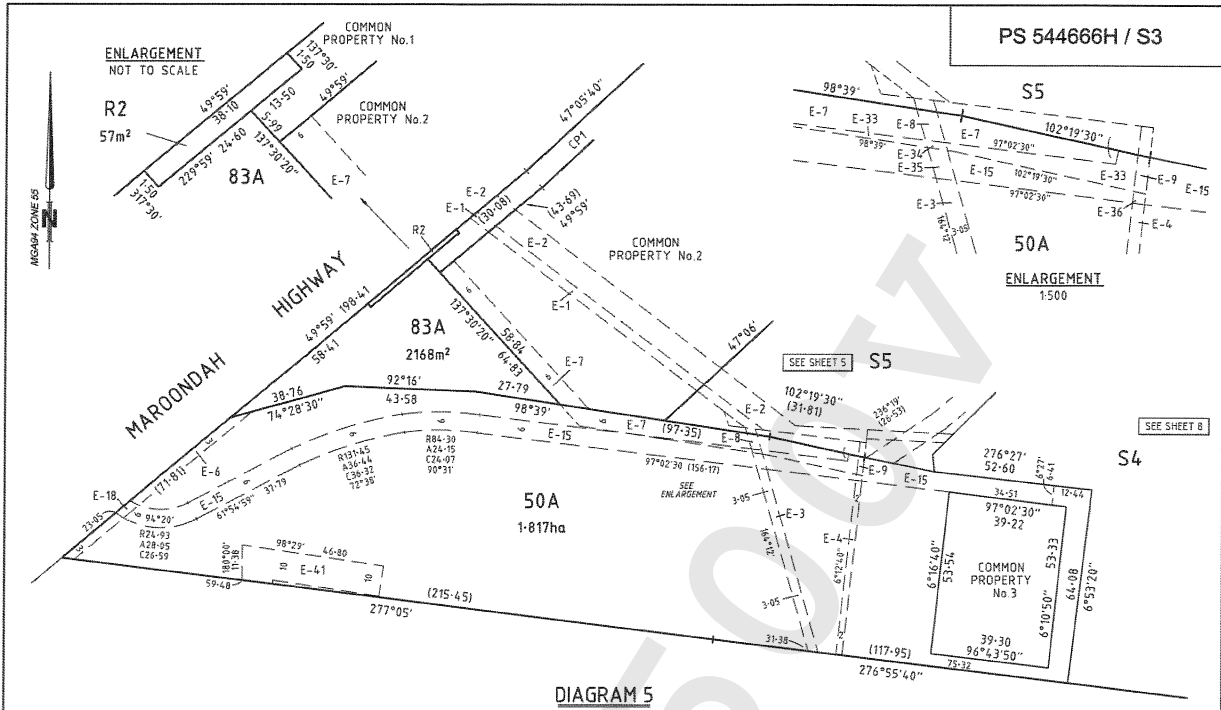
CHARTER.
 KECK CRAMER
 Level 19/8 Exhibition Street, Melbourne Victoria 3000
 Telephone 03 8102 8888 www.charterkc.com.au

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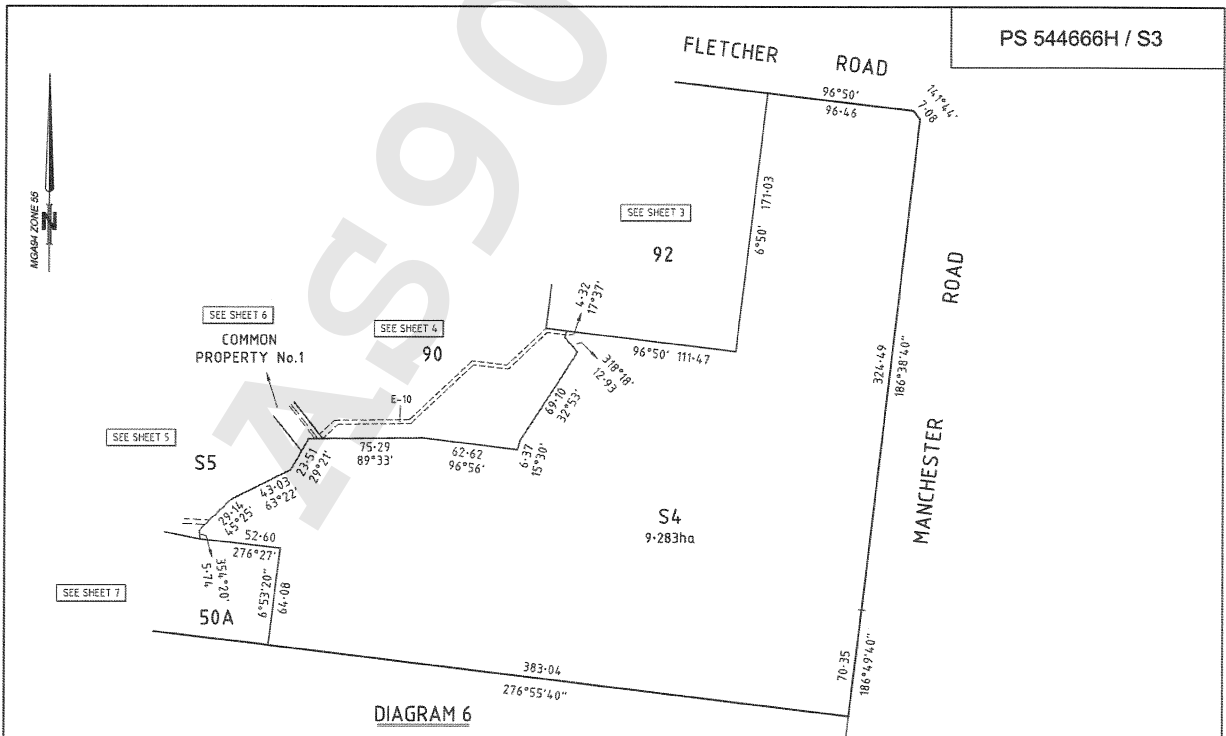
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 LENGTHS ARE IN METRES

NICHOLAS J. MOORE
 VERSION N

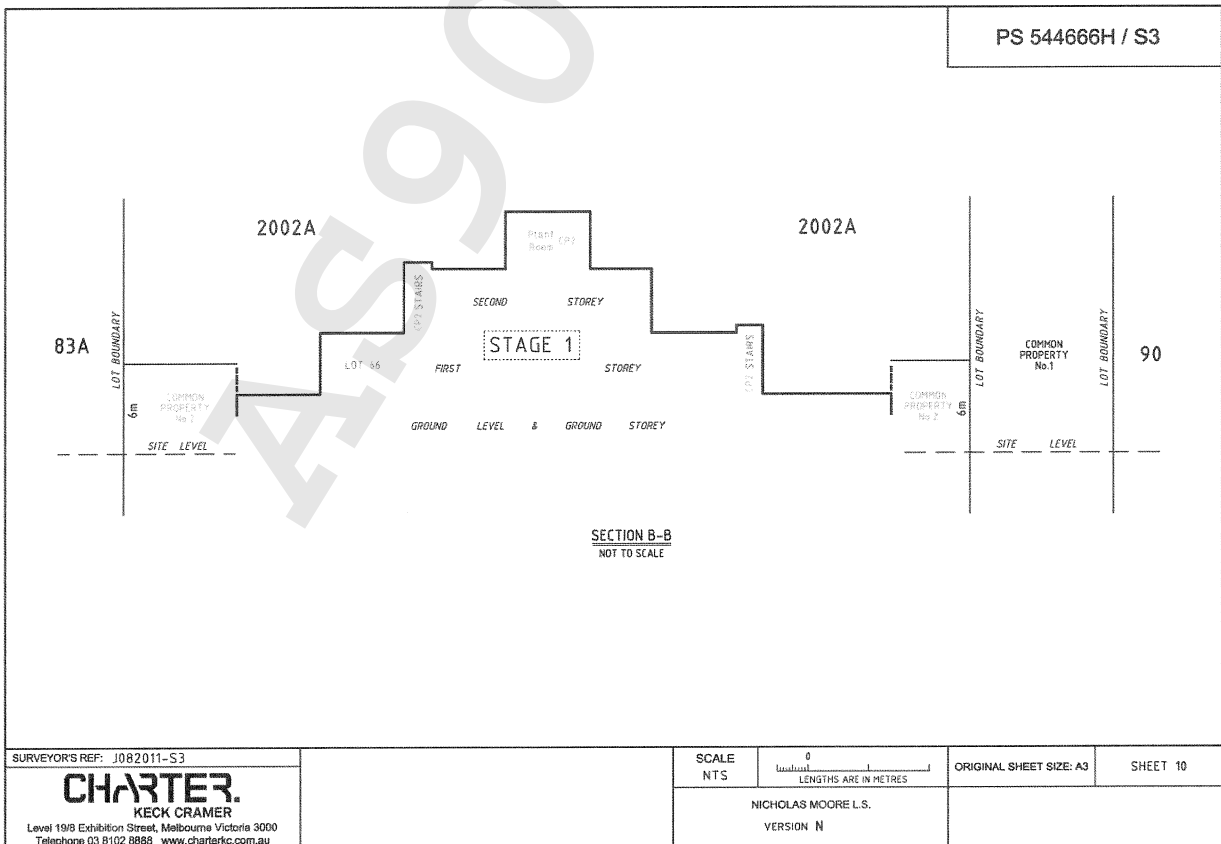
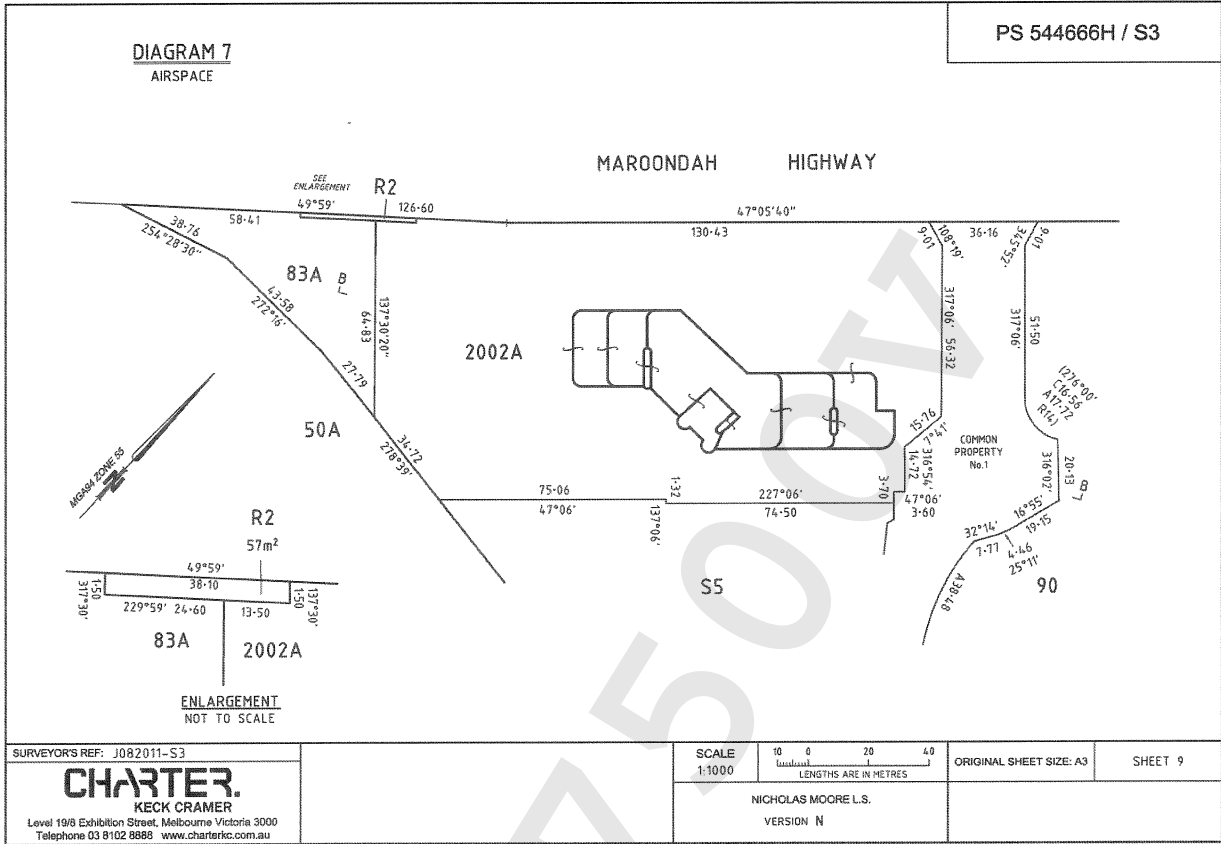
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 SHEET 6

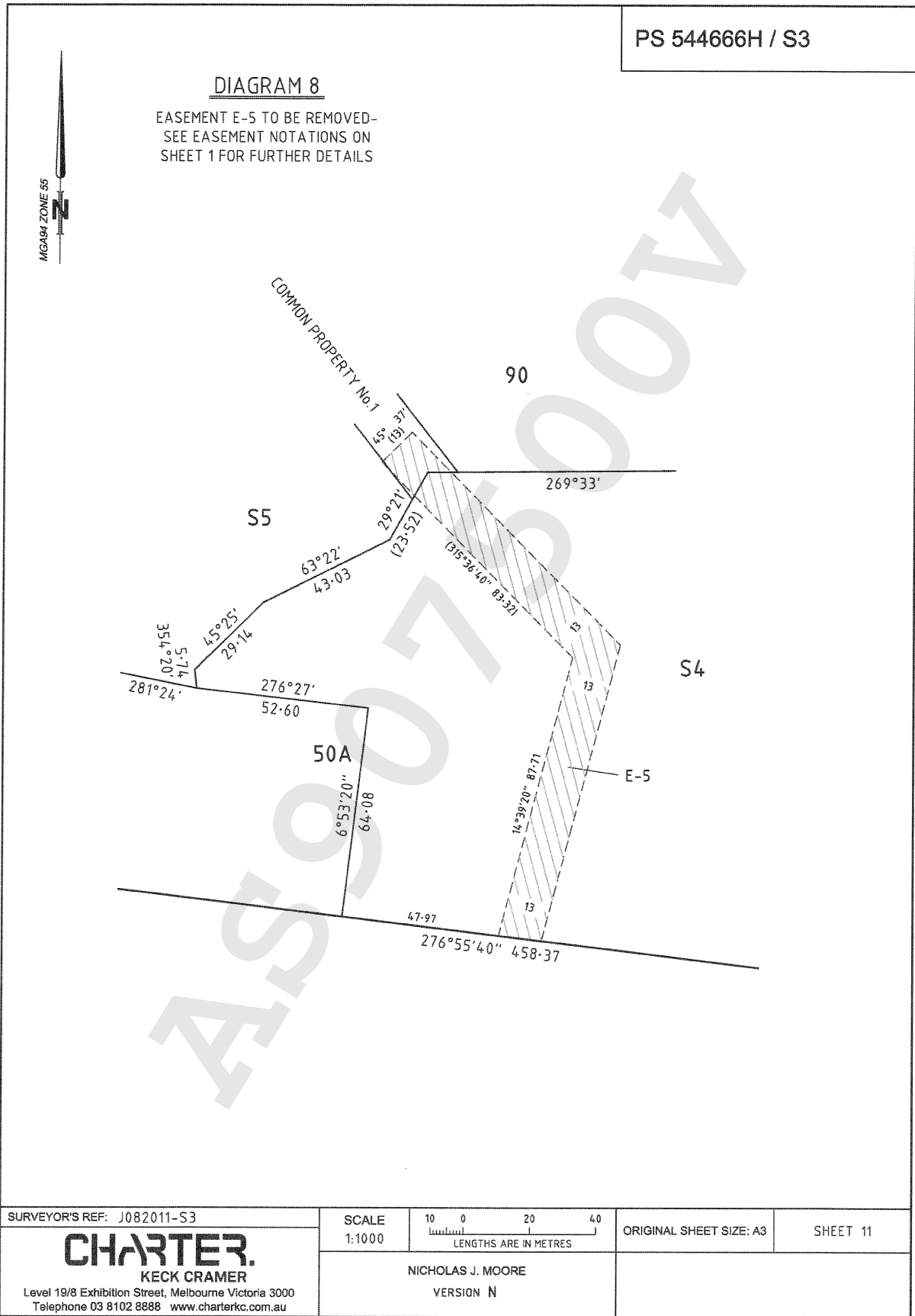


SURVEYOR'S REF: J082011-S3 CHARTER. KECK CRAMER Level 19/8 Exhibition Street, Melbourne Victoria 3000 Telephone 03 8102 8888 www.charterkc.com.au	SCALE 1:1000	LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 7
	NICHOLAS MOORE L.S. VERSION N			



SURVEYOR'S REF: J082011-S3 CHARTER. KECK CRAMER Level 19/8 Exhibition Street, Melbourne Victoria 3000 Telephone 03 8102 8888 www.charterkc.com.au	SCALE 1:2000	LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 8
	NICHOLAS MOORE L.S. VERSION N			





PS 544666H / S3

CREATION OF RESTRICTION

Upon registration of this plan the following restriction is created:

Land to be burdened: Lot 90
 Land to benefit: All other lots on PS 544666H / S3

Description of Restriction

The registered proprietor or proprietors for the time being of the burdened lot on this plan must not allow vehicular access to

- Maroondah Highway frontage, or
- East Ridge Drive between Maroondah Highway and the roundabout on East Ridge Drive.

AS9075007

SURVEYOR'S REF: J082011-S3			ORIGINAL SHEET SIZE: A3	SHEET 12
CHARTER. KECK CRAMER Level 19/8 Exhibition Street, Melbourne Victoria 3000 Telephone 03 8102 8888 www.charterkc.com.au		NICHOLAS J. MOORE		
		VERSION N		

PLAN OF SUBDIVISION	STAGE NO.	LR use only EDITION 3	Plan Number PS544666H
----------------------------	-----------	---------------------------------	---------------------------------

Location of Land
Parish: MOOROOLBARK
Township:
Section:
Crown Allotment:
Crown Portion: 4 PART
LTO Base Record: VICMAP DIGITAL PROPERTY (METRO)
Title Reference:
 VOL 9713 FOL 063 VOL 10875 FOL 780
Last Plan Reference: PC 366440R
Postal Address: 252 - 268 MAROONDAH HIGHWAY
 (at time of subdivision) MOOROOLBARK
MGA Co-ordinates E 351 000 Zone: 55
 (of approx. centre of land in plan) N 5818 900

Council Certification and Endorsement

Council Name: YARRA RANGES SHIRE Ref: 8902

- This plan is certified under section 6 of the Subdivision Act 1988.
- ~~This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6~~
- ~~This is a statement of compliance issued under section 24 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 14/07/2008
 Re-certified under section 11(7) of the Subdivision Act 1988
 Council Delegate
 Council Seal
 Date / /

Vesting of Roads or Reserves

Identifier	Council/Body/Person
RESERVE No.1	S.P.I. ELECTRICITY
ROAD R1	YARRA RANGES SHIRE
ROAD R2	ROADS CORPORATION

Notations

Staging This is/is not a staged subdivision
 Planning Permit No. _____

Depth Limitation DOES NOT APPLY

THE STRUCTURE OF THE BUILDING WHICH CONTAINS LOTS 52 - 82 & 84-86 IS PART OF COMMON PROPERTY No. 2 WHERE THOSE STRUCTURES DEFINE LOT BOUNDARIES TOGETHER WITH COLUMNS AND INTERNAL SERVICE DUCTS WHICH HAVE NOT BEEN SHOWN IN THE DIAGRAMS

OTHER PURPOSE OF PLAN
 EASEMENTS E-3, E-4 & E-5 ON PC366440R ARE REMOVED UPON REGISTRATION OF THIS PLAN BY PLANNING PERMIT No. YR-2007-646

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS.
 LOCATION OF BOUNDARIES DEFINED BY BUILDINGS
 EXTERIOR FACE: BOUNDARIES MARKED F
 INTERIOR FACE: ALL OTHER BOUNDARIES

LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS

FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES

Survey This plan is/is not based on survey
 This survey has been connected to permanent marks no(s) 293, 373, 507
 In Proclaimed Survey Area No. _____

Easement Information

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

SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO THE LAND IN THIS PLAN

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

Statement of Compliance/
 Exemption Statement

Received
 Date 23/7/08

LR use only

**THIS IS A LAND VICTORIA
 COMPILED PLAN
 FOR DETAILS
 SEE MODIFICATION TABLE HEREIN**

SHEET 1 OF 18 SHEETS

G N SHAW & ASSOC
 1 WINDSOR AVE MT WAVERLEY 3149
 TEL 9807 1159 FAX 9807 7619

LICENSED SURVEYOR (PRINT) GRAHAM N SHAW
 SIGNATURE *G N Shaw* DATE 20 5 08
 REF 2352 D VERSION 6

G N Shaw
 DATE 14/07/2008
 COUNCIL DELEGATE SIGNATURE
 Original sheet size A3

PS 544666H

EASEMENT INFORMATION

LEGEND: A – APPURTENANT EASEMENT E – ENCUMBERING EASEMENT R – ENCUMBERING EASEMENT (ROAD)

SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL OF THE LAND IN THIS PLAN

EASEMENT REFERENCE	PURPOSE	WIDTH (Metres)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1, E-43	DRAINAGE	3-05	INSTR.D535359	VOL.8755 FOLS.809 & 810
E-1, E-43	DRAINAGE & SEWERAGE	3-05	C/E N974448	M.M.B.W.
E-2, E-44	DRAINAGE & SEWERAGE	SEE DIAG.	C/E N974448	M.M.B.W.
E-1, E-2	DRAINAGE	SEE DIAG.	PS544666H/D1	MELBOURNE WATER CORPORATION
E-43, E-44	DRAINAGE	SEE DIAG.	PS544666H/D1	MELBOURNE WATER CORPORATION
E-3, E-8, E-34, E-35	ANY EASEMENTS	3-05	VOL.9713 FOL.063	UNSPECIFIED
E-4, E-9, E-36	DRAINAGE & SEWERAGE	2	C/E P124877	M.M.B.W.
E-5, E-23, E-27, E-28, E-30, E-31	TRANSMISSION OF ELECTRICITY	SEE DIAG.	THIS PLAN	S.P.I ELECTRICITY
E-6, E-18	WATER SUPPLY	3	THIS PLAN	LAND IN PS544666H AND YARRA VALLEY WATER LTD
E-7, E-8, E-9, E-33, E-34	DRAINAGE	6	THIS PLAN	LOTS ON THIS PLAN
E-10, E-20, E-26, E-30, E-37, E-38	SEWERAGE	SEE PLAN	PS544666H/D1	YARRA VALLEY WATER
E-14, E-31, E-24	DRAINAGE	2	PS544666H/D1	LOT 91 ON THIS PLAN
E-11	CARRIAGEWAY	SEE DIAG.	PS544666H/D1	LOTS 51A AND 91 ON THIS PLAN
E-12	CARRIAGEWAY	SEE DIAG.	PS544666H/D1	LOT 91 ON THIS PLAN
E-13	CARRIAGEWAY	SEE DIAG.	PS544666H/D1	LOT 90 ON THIS PLAN
E-9, E-15, E-18, E-33, E-34, E-35, E-36	CARRIAGEWAY	SEE DIAG.	PS544666H/D1	LOT S5 ON THIS PLAN
E-21	SEWERAGE	2	PS544666H/D1	LOT 91 ON THIS PLAN
E-22, E-29, E-41	POWERLINE (SECTION 88 ELECTRICITY INDUSTRY ACT 2000)	SEE DIAG.	PS544666H/D1	AUSNET ELECTRICITY SERVICES PTY LTD (ABN 91 064 651 118)
E-22, E-23, E-25, E-26 E-28, E-29, E-30, E-32, E-40, E-42	WAY	SEE DIAG.	PS544666H/D1	LOT S4 ON THIS PLAN
E-20, E-24, E-27, E-29, E-32, E-39, E-42	GAS SUPPLY	SEE DIAG.	PS544666H/D1	MULTINET GAS DISTRIBUTION PARTNERSHIP
E-28, E-29, E-32, E-40	WATER SUPPLY	SEE DIAG.	PS544666H/D1	YARRA VALLEY WATER
E-17, E-37	CARRIAGEWAY	SEE DIAG.	THIS PLAN	LOT 50A & COMMON PROPERTY NO. 3 ON THIS PLAN
E-37, E-38	DRAINAGE	SEE DIAG.	THIS PLAN	LOT S4 ON THIS PLAN

CHARTER.
KECK CRAMER

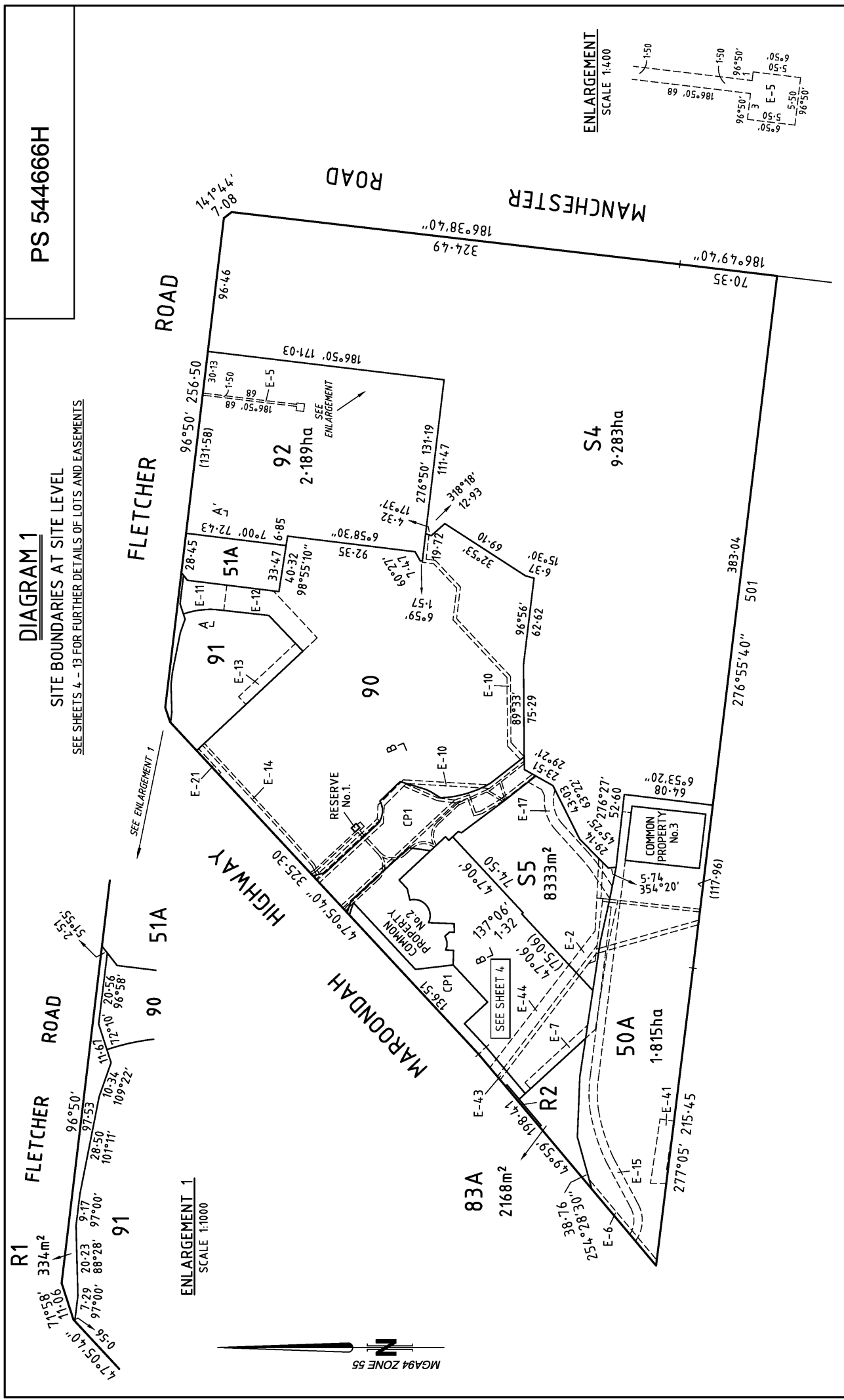
Level 19/8 Exhibition Street, Melbourne Victoria 3000
Telephone 03 8102 8888 www.charterkc.com.au

SURVEYOR'S REF: J082011

ORIGINAL SHEET SIZE: A3

SHEET 2

NICHOLAS MOORE L.S.
VERSION R



SURVEYOR'S REF: J082011		SHEET 3	
<p>CHARTER. KECK CRAMER</p> <p>Level 19/8 Exhibition Street, Melbourne Victoria 3000 Telephone 03 8102 8888 www.charterkc.com.au</p>		<p>NICHOLAS MOORE L.S. VERSION R</p>	
SCALE	1:2500	ORIGINAL SHEET SIZE:	A3
SCALE	25 0 50 100	LENGTHS ARE IN METRES	

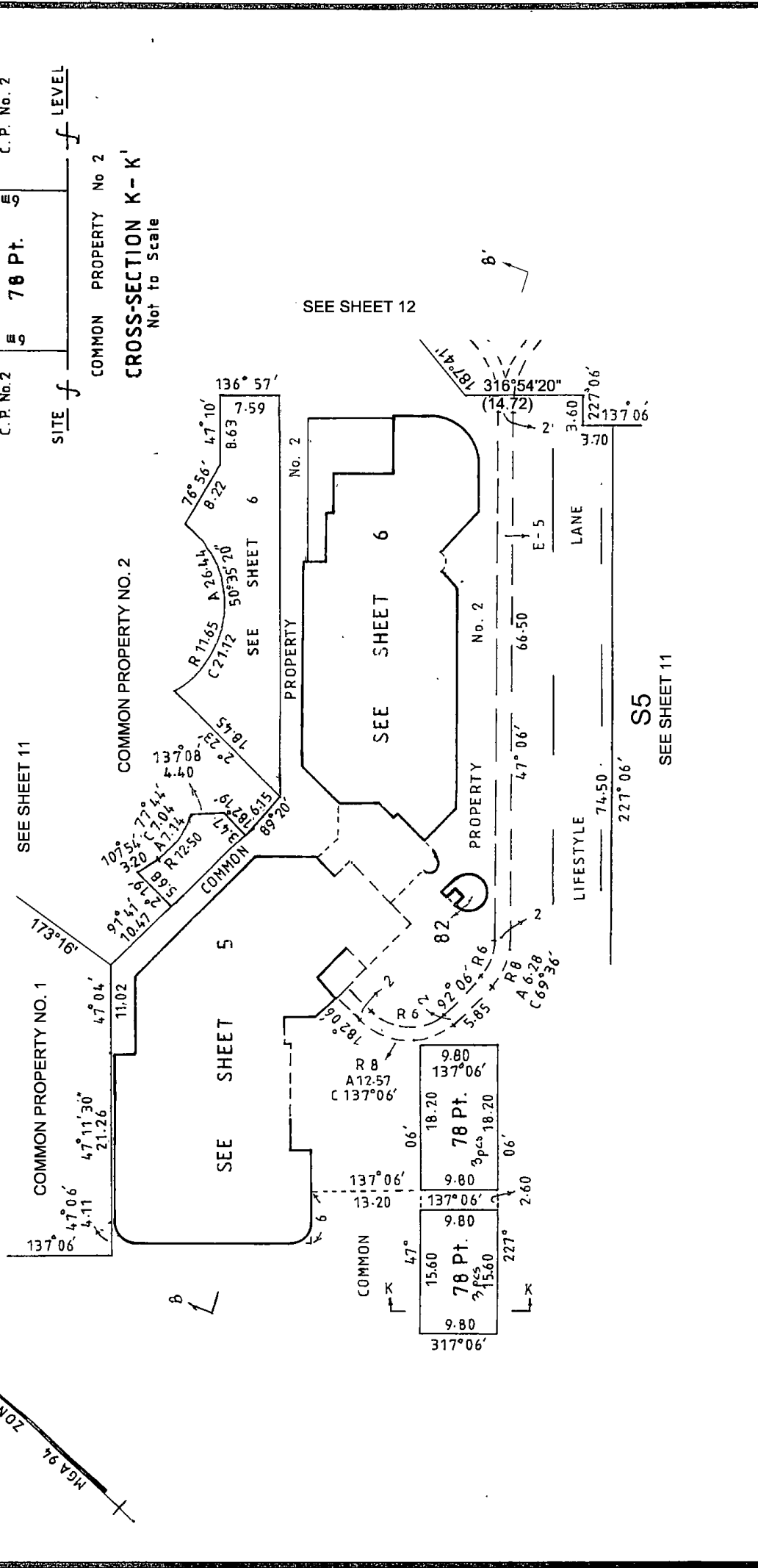
PLAN OF SUBDIVISION

STAGE NO. **PS 544666H**

PLAN NUMBER **PS 544666H**

DIAGRAM 2
GROUND STOREY & GROUND LEVEL

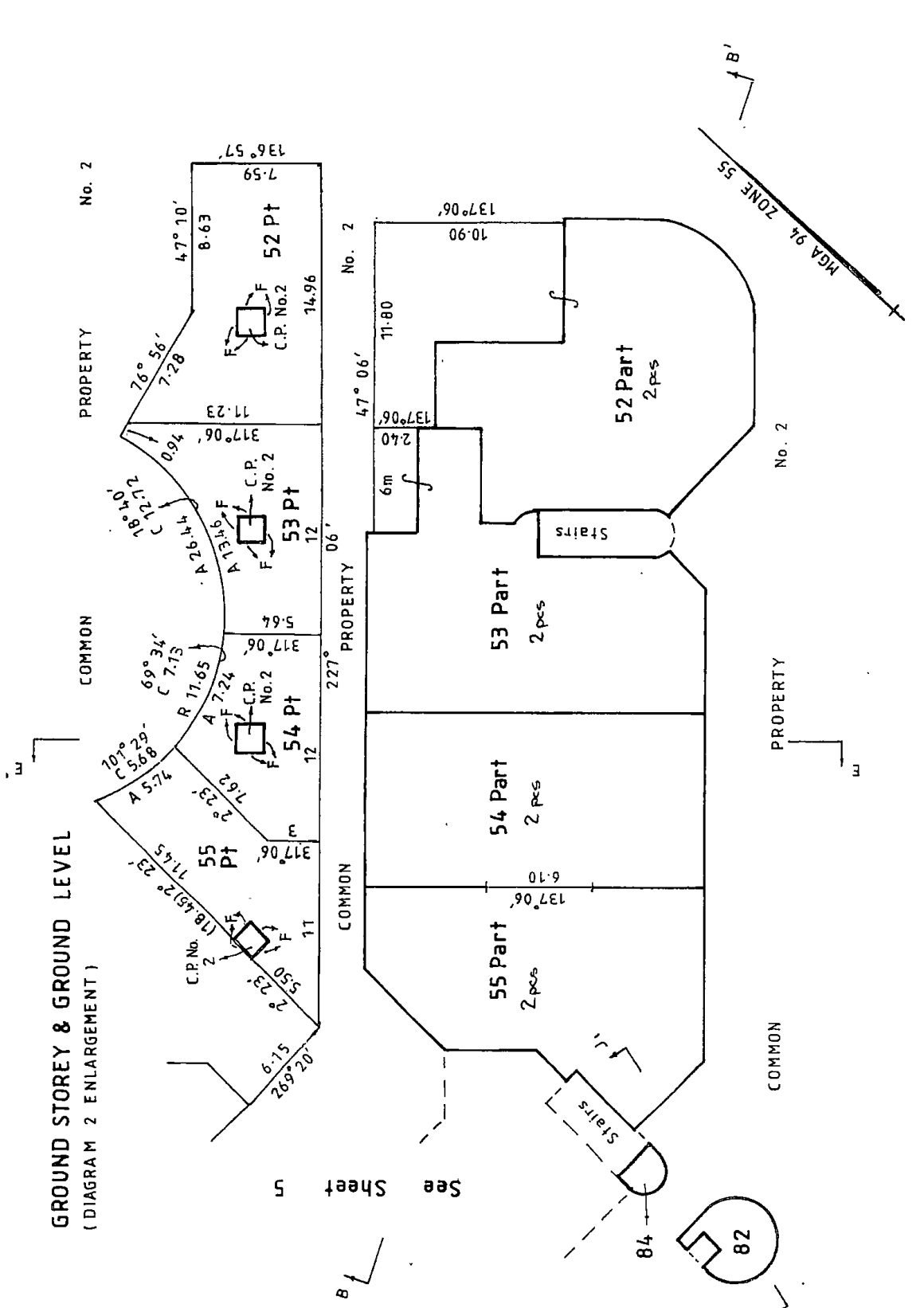
2002A



SCALE	ORIGINAL SCALE	SHEET SIZE	SHEET 4
5 0 5 10 15 20 25 LENGTHS ARE IN METRES	1:500	A3	DATE 14/07/2005
LICENSED SURVEYOR (PRINT) GRAHAM N. SHAW		DATE 14/07/2005	
SIGNATURE <i>[Signature]</i>		COUNCIL DELEGATE SIGNATURE	
REF 2352 D		VERSION 6	

PLAN OF SUBDIVISION

STAGE No. **PS 544666H**
 PLAN NUMBER

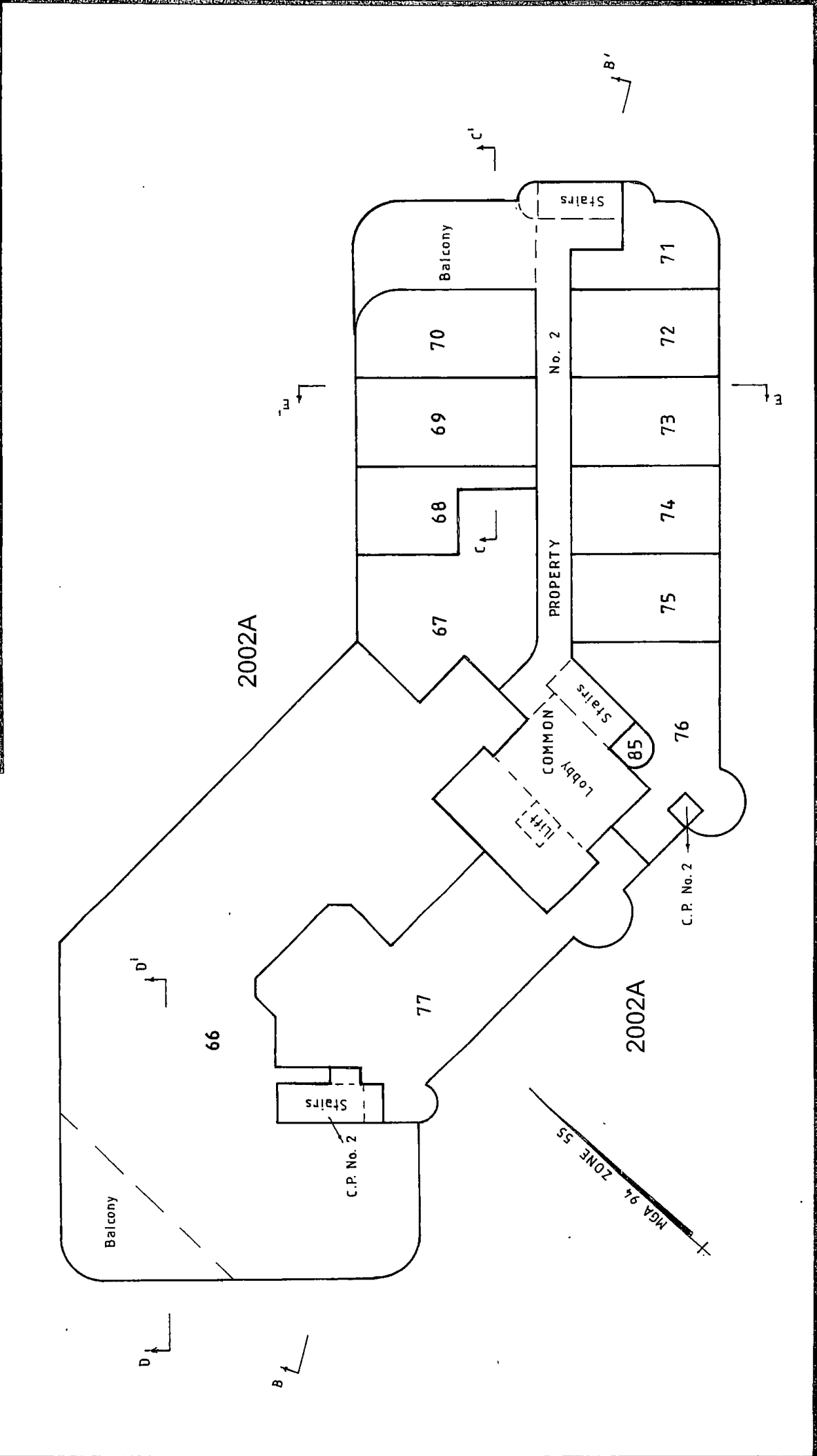


SHEET 6	COUNCIL DELEGATE SIGNATURE <i>Graham N Shaw</i>	DATE 14 / 07 / 2008	
ORIGINAL SCALE	SHEET SIZE	LICENSED SURVEYOR (PRINT)	DATE
1:250	A3	GRAHAM N SHAW	20 / 5 / 08
LENGTHS ARE IN METRES		SIGNATURE	VERSION
2.5 0 2.5 5 7.5 10 12.5		<i>Graham N Shaw</i>	6
0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm		REF 2352D	

PLAN OF SUBDIVISION

STAGE No. **PS 544666H**
 PLAN NUMBER

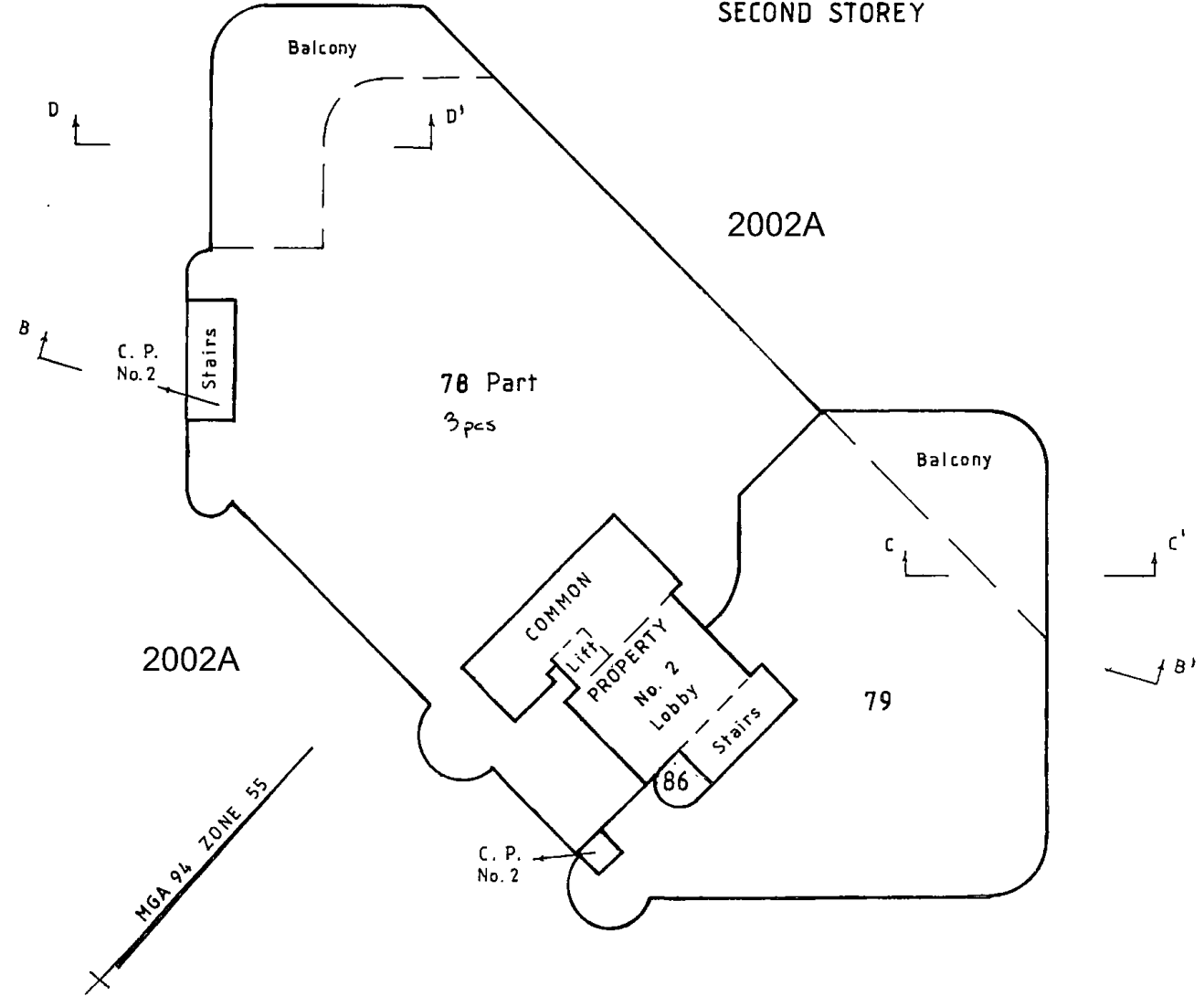
**DIAGRAM 3
 FIRST STOREY**



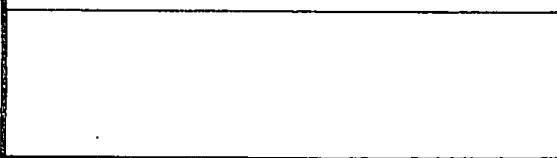
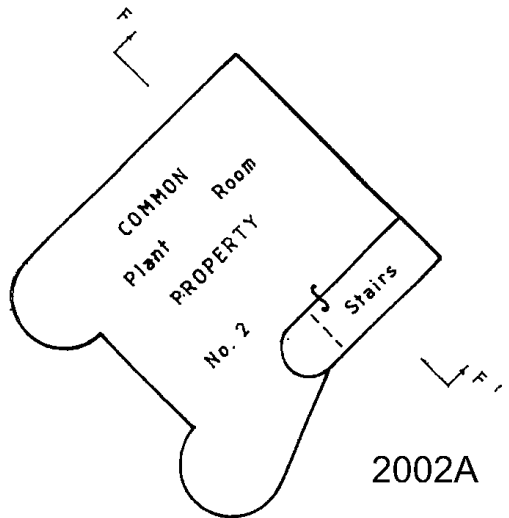
ORIGINAL SCALE 1:250 LENGTHS ARE IN METRES	SCALE 2.5 0 2.5 5 7.5 10 12.5 110 120 130 140 150 160 170 180 190 100 1100 1110 1120 1130 1140 1150mm	SHEET SIZE A3	REF 2352D VERSION 6 DATE 20/5/08
LICENSED SURVEYOR (PRINT) GRAHAM N. SHAW SIGNATURE <i>[Signature]</i>		SHEET 7 DATE 14/07/2008 COUNCIL DELEGATE SIGNATURE <i>[Signature]</i>	

PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 544666H

**DIAGRAM 4
SECOND STOREY**



**DIAGRAM 5
ROOF**

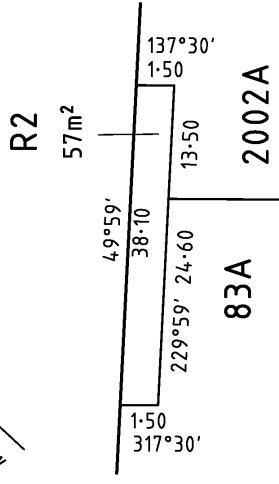
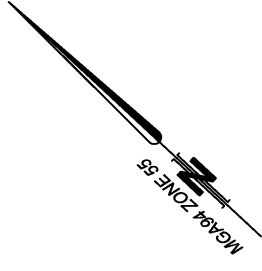
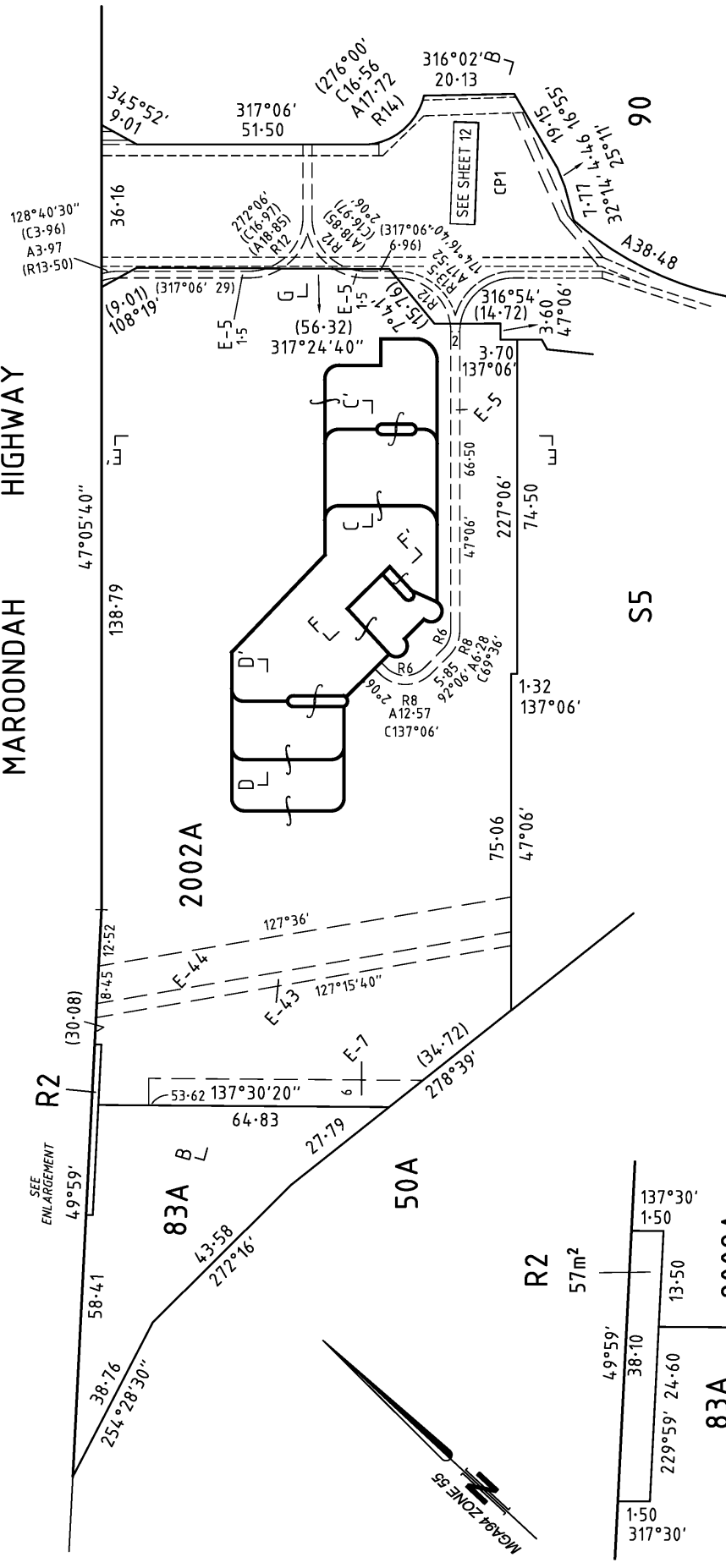


<p>LENGTHS ARE IN METRES</p>	ORIGINAL	LICENSED SURVEYOR (PRINT) GRAHAM N SHAW	SHEET 8	
	SCALE	SIGNATURE <i>[Signature]</i>	DATE 20/ 5 / 08	
	SHEET SIZE	REF 2352 D	VERSION 6	COUNCIL DELEGATE SIGNATURE <i>[Signature]</i>
	1:250			DATE 14/07/2008

PS 544666H

DIAGRAM 7
AIRSPACE

MAROONDAH HIGHWAY



ENLARGEMENT
NOT TO SCALE

SURVEYOR'S REF: J082011

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SCALE
1:1000



NICHOLAS MOORE L.S.
VERSION R

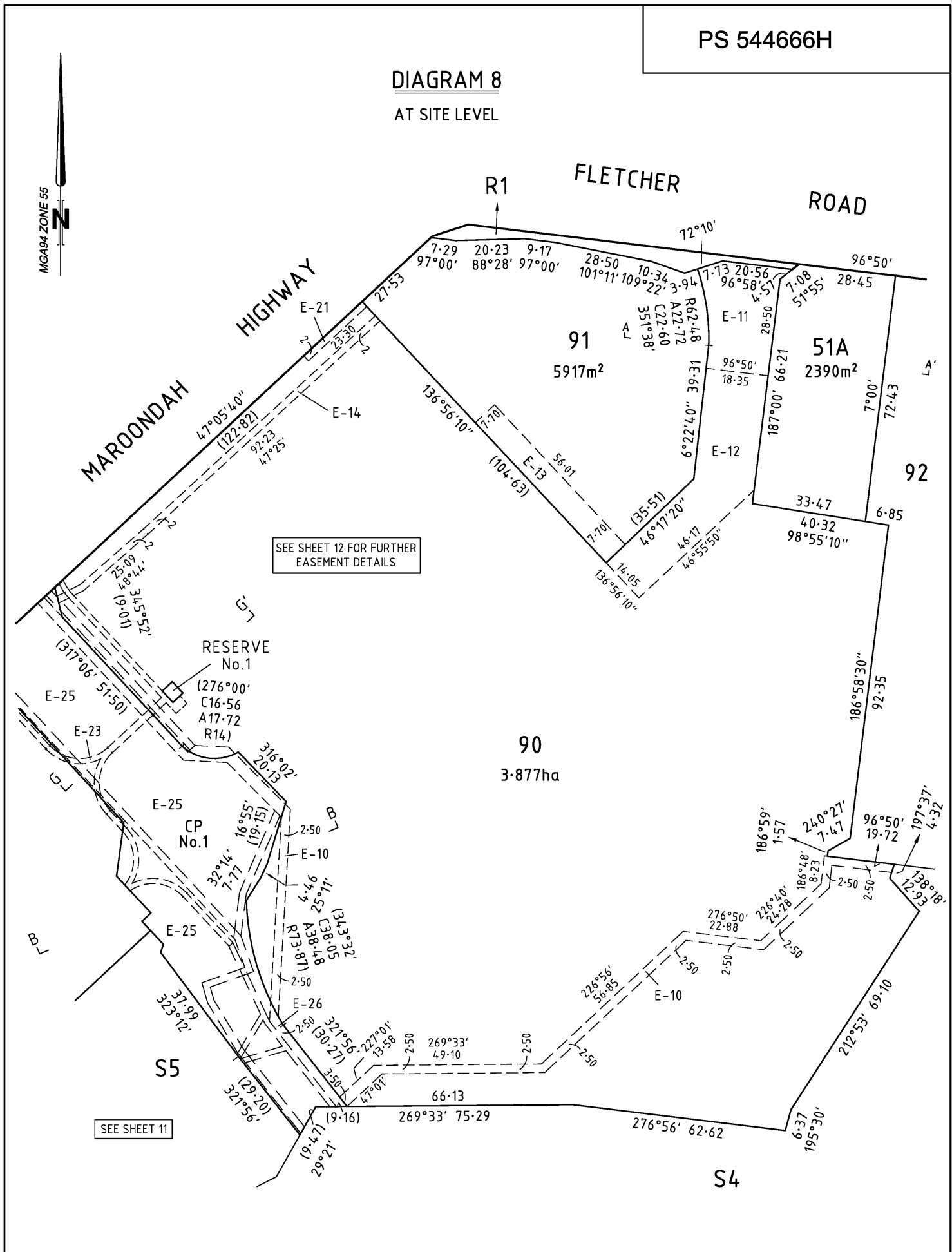
SHEET 9

ORIGINAL SHEET SIZE: A3

PS 544666H

DIAGRAM 8
AT SITE LEVEL

MG94 ZONE 55



SEE SHEET 12 FOR FURTHER EASEMENT DETAILS

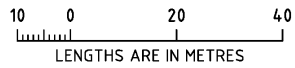
SEE SHEET 11

SURVEYOR'S REF: J082011

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SCALE
1:1000



NICHOLAS J. MOORE
VERSION R

ORIGINAL SHEET SIZE: A3

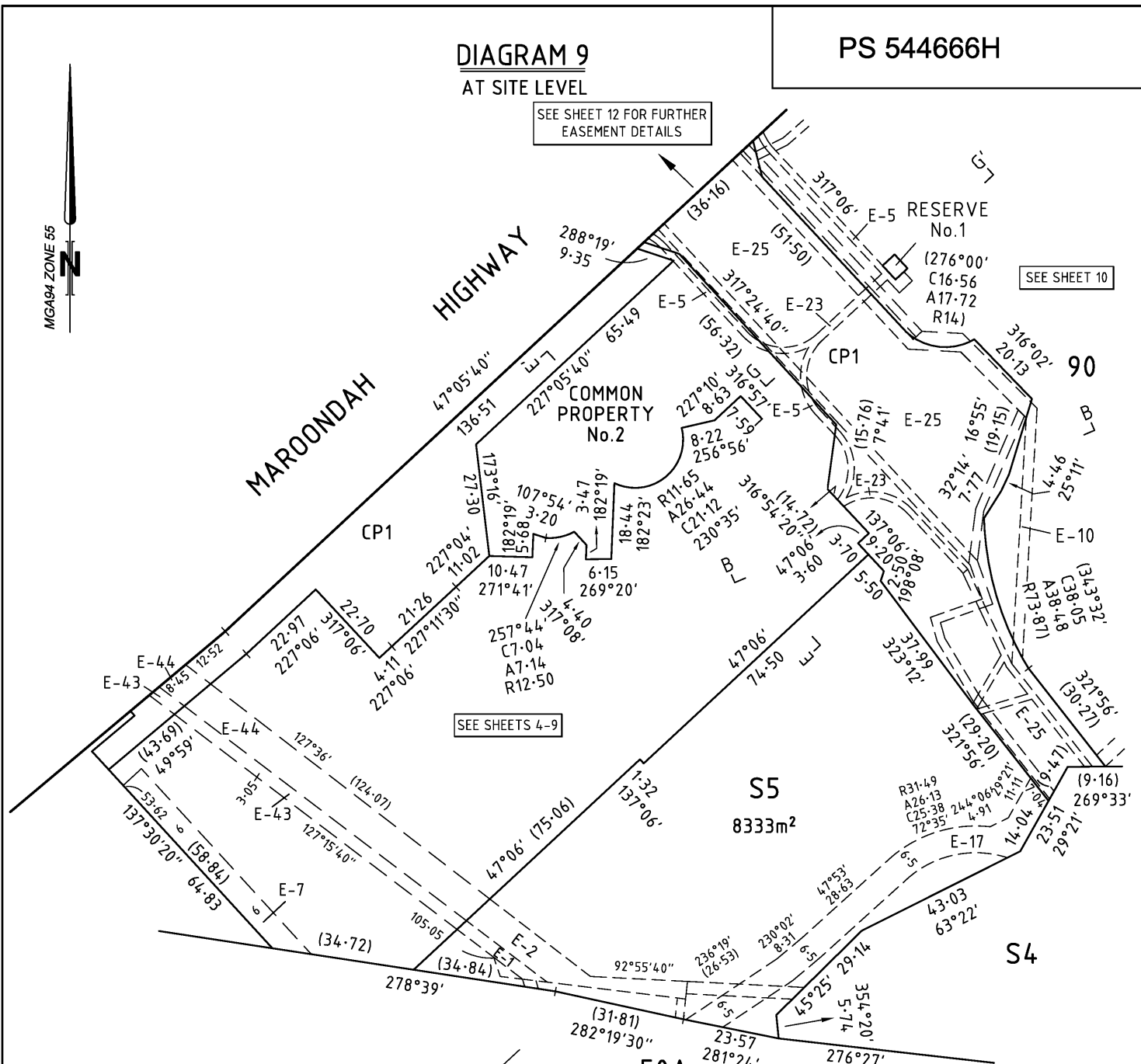
SHEET 10

DIAGRAM 9 AT SITE LEVEL

PS 544666H

SEE SHEET 12 FOR FURTHER
EASEMENT DETAILS

MG984 ZONE 55

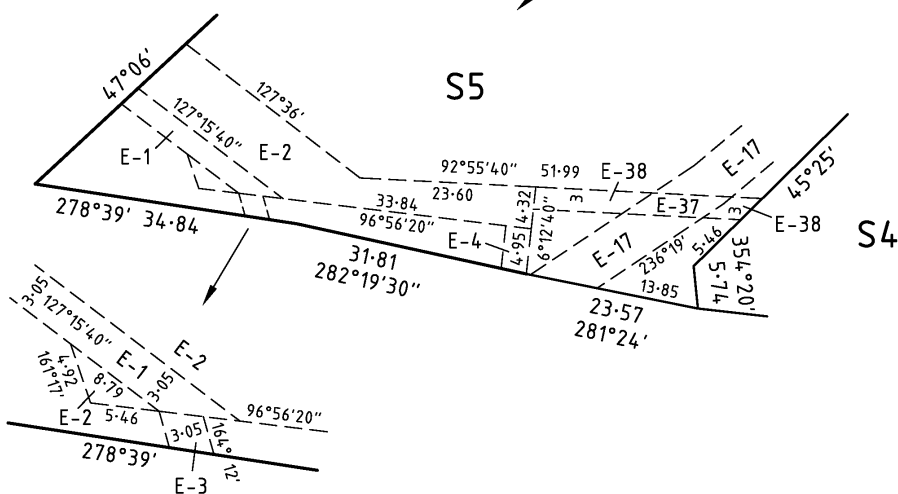


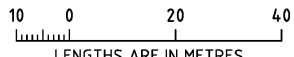
SEE SHEETS 4-9

SEE SHEET 10

50A
SEE SHEET 13

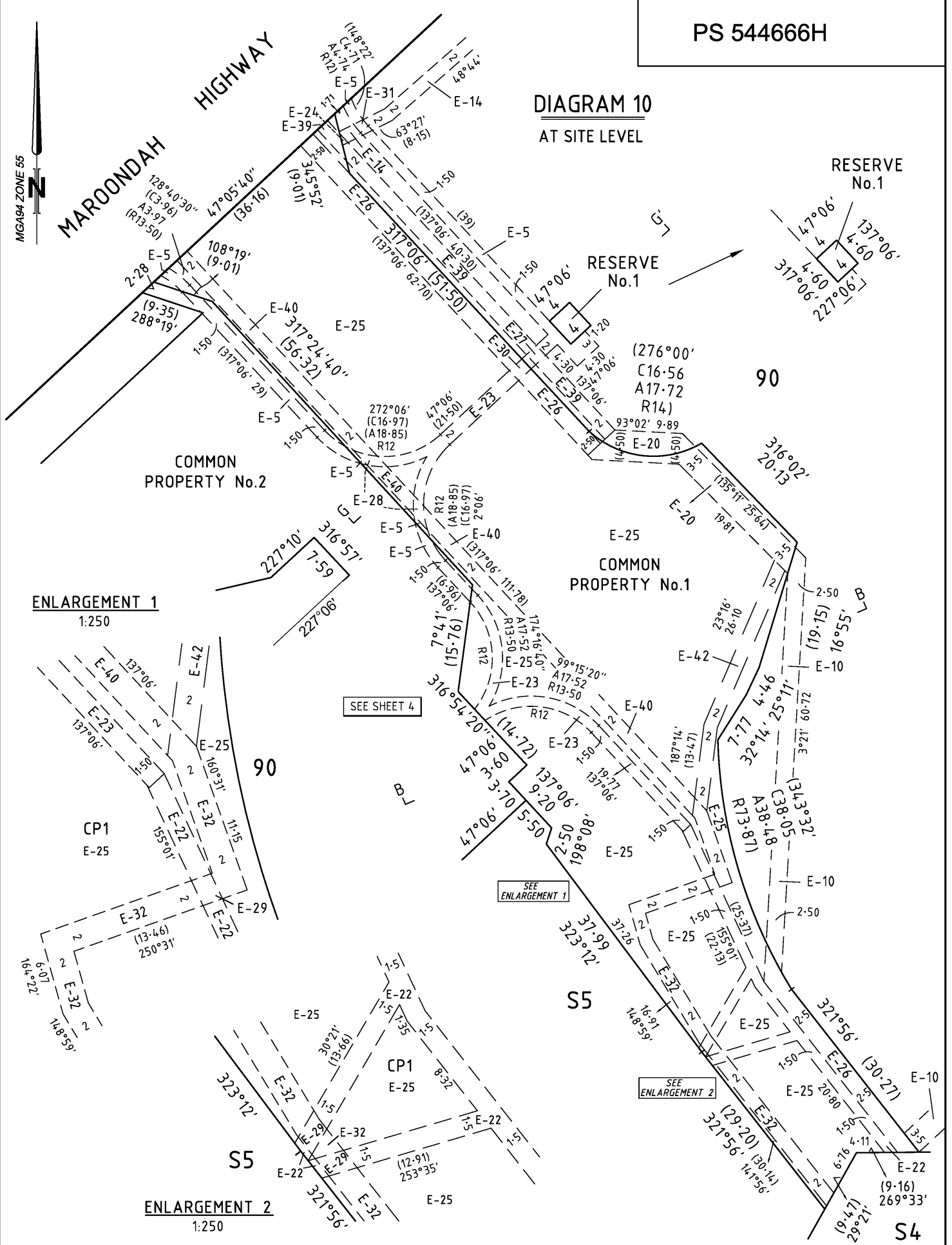
ENLARGEMENTS
NOT TO SCALE

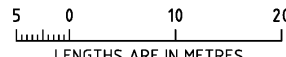


SURVEYOR'S REF: J082011	SCALE 1:1000  LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 11
CHARTER. KECK CRAMER Level 19/8 Exhibition Street, Melbourne Victoria 3000 Telephone 03 8102 8888 www.charterkc.com.au		NICHOLAS J. MOORE VERSION R	

PS 544666H

DIAGRAM 10
AT SITE LEVEL



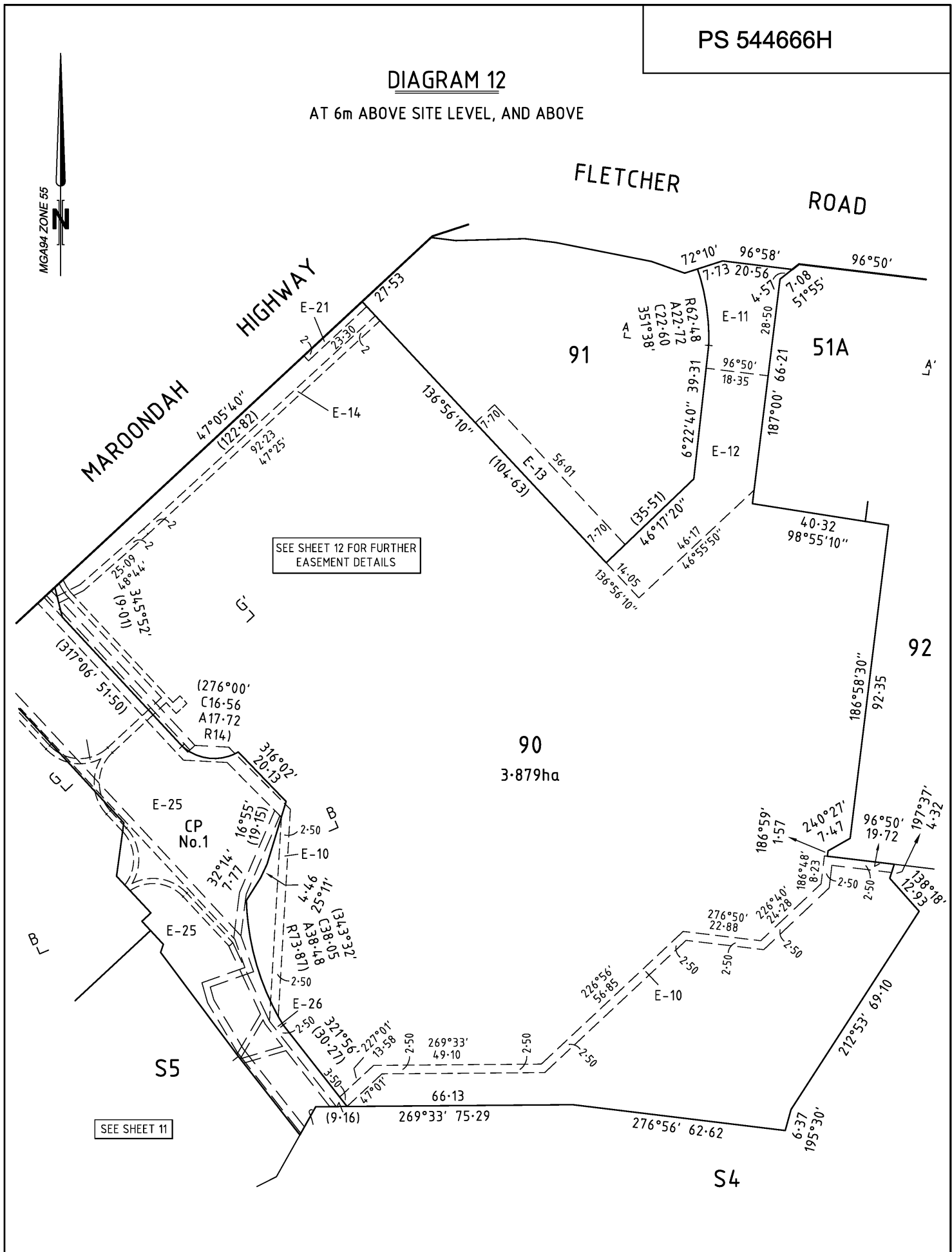
SURVEYOR'S REF: J082011	SCALE 1:500  LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 12
CHARTER. KECK CRAMER Level 19/8 Exhibition Street, Melbourne Victoria 3000 Telephone 03 8102 8888 www.charterkc.com.au		NICHOLAS J. MOORE VERSION R	

PS 544666H

DIAGRAM 12

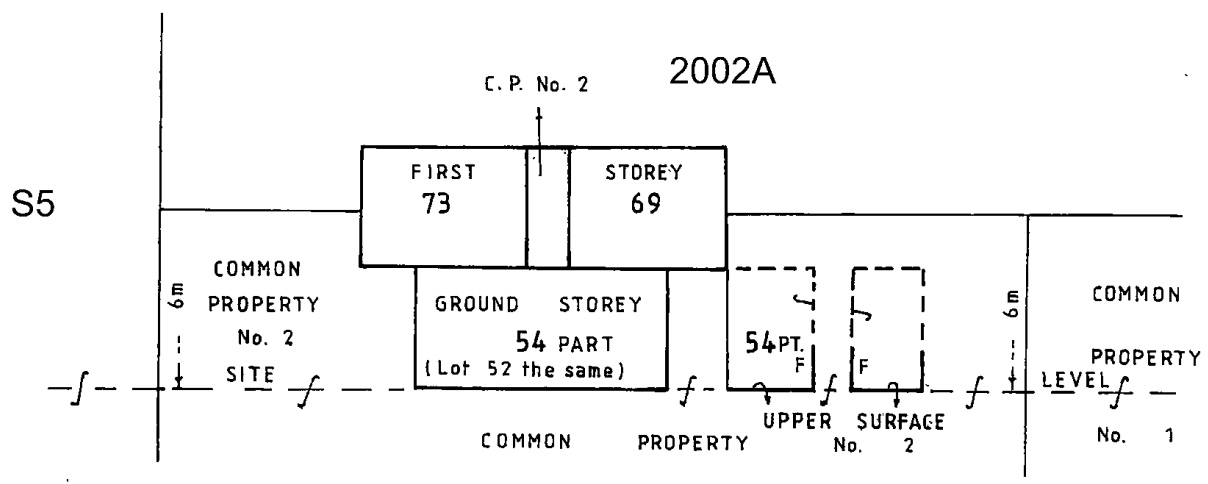
AT 6m ABOVE SITE LEVEL, AND ABOVE

MG94 ZONE 55



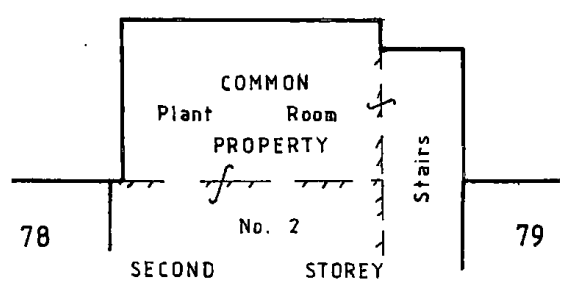
SURVEYOR'S REF: J082011	SCALE 1:1000 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 14
CHARTER. KECK CRAMER Level 19/8 Exhibition Street, Melbourne Victoria 3000 Telephone 03 8102 8888 www.charterkc.com.au		NICHOLAS J. MOORE VERSION R	

PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS 544666H
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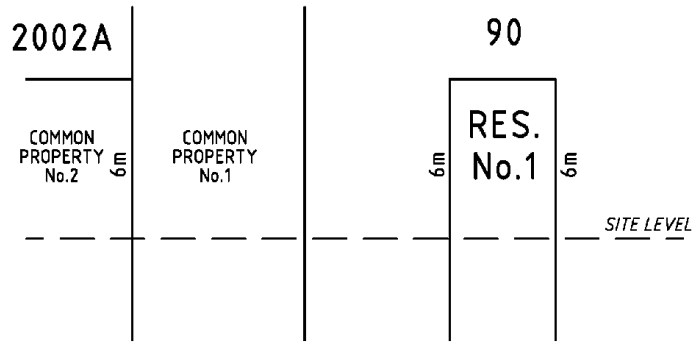


CROSS-SECTION E-E'
Not to Scale

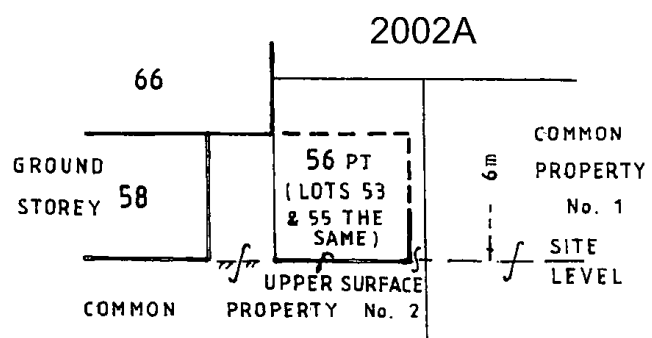
2002A



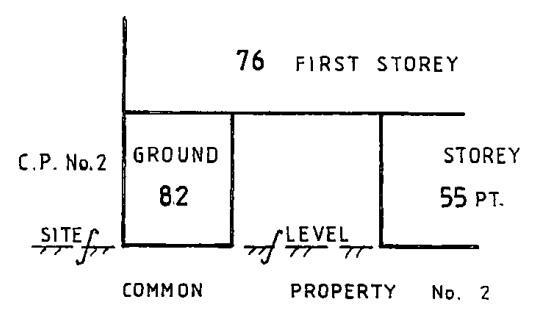
CROSS-SECTION F-F'
Not to Scale



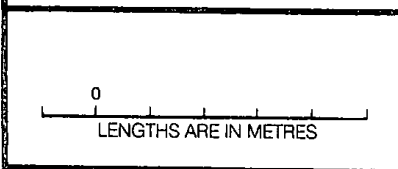
SECTION G-G'
NOT TO SCALE



CROSS-SECTION H-H'
Not to Scale



CROSS SECTION J-J'
Not to Scale



ORIGINAL SCALE	LICENSED SURVEYOR (PRINT) GRAHAM N. SHAW
SHEET SIZE	SIGNATURE <i>Graham N. Shaw</i> DATE 20/5/08
A3	REF 2352D VERSION 6

SHEET 16
DATE 14/07/2008
COUNCIL DELEGATE SIGNATURE <i>C. Elliott</i>

PS544666H

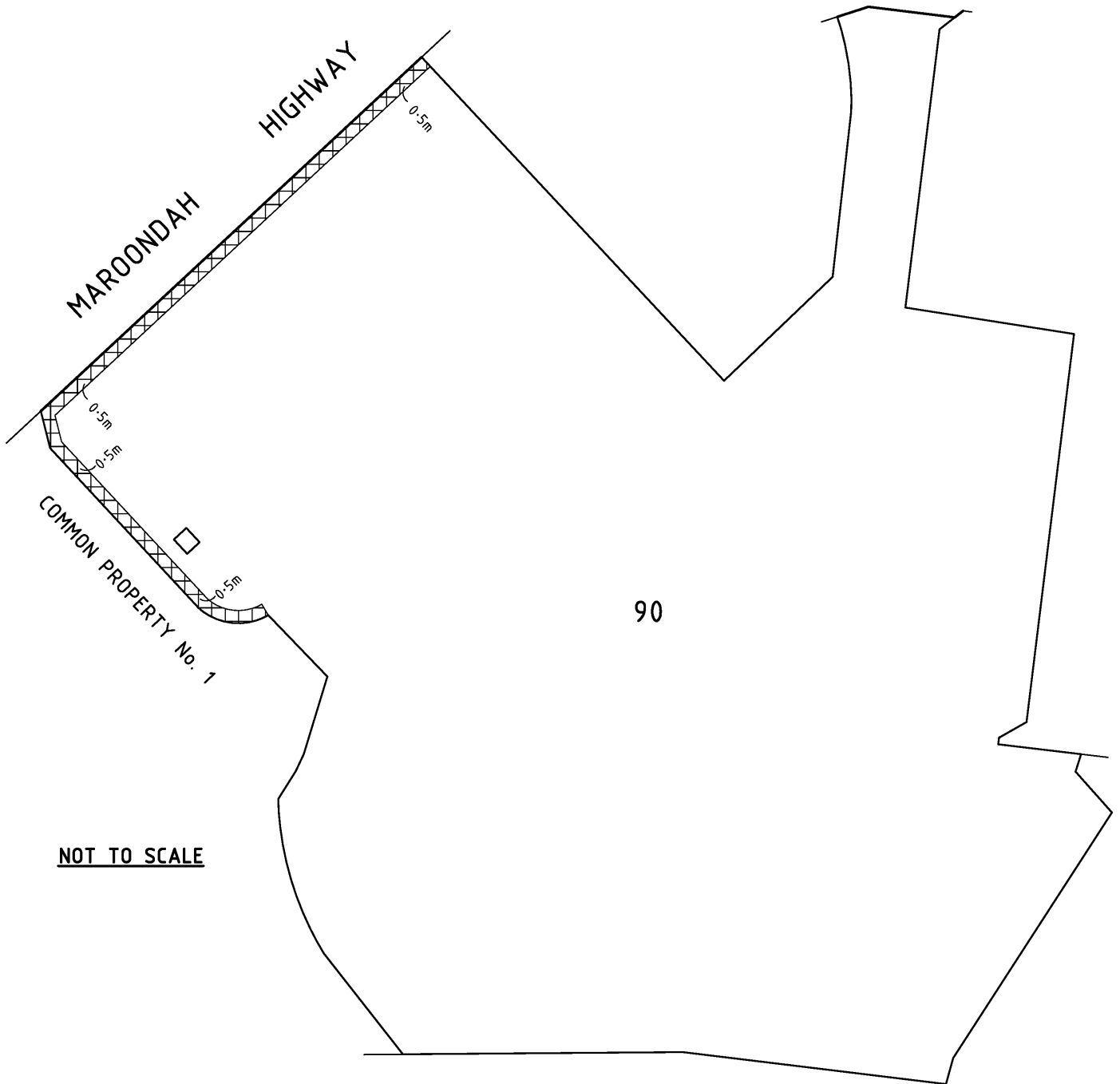
CREATION OF RESTRICTION

Upon registration of this plan the following restriction is created:

Land to be burdened: Lot 90
Land to benefit: All other lots on PS 544666H

Description of Restriction

The registered proprietor or proprietors for the time being of the burdened lot on this plan shall not construct a vehicular cross-over over the land shown hatched.



SURVEYOR'S REF: J082011-Sec32

ORIGINAL SHEET SIZE: A3

SHEET 17

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Digitally signed by: Nicholas John Moore, Licensed Surveyor,
Surveyor's Plan Version (R),
21/01/2020, SPEAR Ref: S151288T

Digitally signed by:
Yarra Ranges Shire Council,
29/01/2020,
SPEAR Ref: S151288T

PS 544666H

VESTING DATES & TRANSFER REGISTRATION DATES OF ACQUIRED LAND

Land affected	Land acquired by compulsory process				Land acquired by agreement	LUV reference	Assistant Registrar of Titles Signature
	Vesting date	Government Gazette		Date of recording of vesting	Date of registration of transfer		
		Page	Year				
Road R1	_____	_____	_____	_____	24/11/17 24/11/17	AQ420232A AQ420235T	RGM RGM

CHARTER.
KECK CRAMER

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Telephone 03 8102 8888 www.charterkc.com.au

SURVEYOR'S REF: J082011

Digitally signed by: Nicholas John Moore (Charter Keck Cramer),
Surveyor's Plan Version (2),
31/10/2017, SPEAR Ref: S109428T

ORIGINAL SHEET SIZE: A3

SHEET 18

Digitally signed by:
Yarra Ranges Shire Council,
03/11/2017,
SPEAR Ref: S109428T

