



DAWES & VARY RIORDAN  
—  
LAWYERS

# Vendor Statement

**Melki Farm Pty Ltd (ACN 134 962 806)**

**Property: Lots in Stage 3, Tatura**

**Dawes & Vary Riordan Pty Ltd**  
146 Hogan Street  
TATURA VIC 3616  
Tel: 03 5824 0300  
Fax: 03 5831 5377  
Ref: PK:AT:20211510

## **VENDOR STATEMENT PURSUANT TO SECTION 32 OF THE SALE OF LAND ACT 1962**

*This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.*

**VENDOR**                **Melki Farm Pty Ltd (ACN 134 962 806)**

**PROPERTY**           **Lots in Stage 3, Tatura**

### **1. FINANCIAL MATTERS**

#### **1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings** (and any interest on them):

- (a) Are contained in the attached certificates.
- (b) Amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge of, are as follows:
  - (i) The purchaser will be liable for municipal, water, sewerage and drainage rates and charges from the date of settlement.
  - (ii) The purchaser may also become liable for State Land Tax depending on the use to which the property is put and other properties owned by the purchaser.

#### **1.2 Particulars of any Charges** (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge.

Refer to attached land information certificate(s).

#### **1.3 Terms Contract**

This section 1.3 only applies if the vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land, particulars are as follows:

Not applicable.

#### **1.4 Sale Subject to Mortgage**

This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or to the receipt of rents and profits, are as follows:

Nil.

### **2. INSURANCE**

#### **2.1 Damage and Destruction**

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not applicable.

## 2.2 **Owner-Builder**

This section 2.2 only applies where there is a residence on the land that was constructed by an owner builder within the preceding 6 years and section 137B of the *Building Act 1993* applies to the residence.

Not applicable.

## 3. **LAND USE**

### 3.1 **Easements, Covenants or Other Similar Restrictions**

A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered):

- (a) Are as set out in the attached copies of title documents otherwise none known to the vendor.
- (b) Particulars of any existing failure to comply with the terms of that easement, covenant or restriction are as follows:

To the best of the vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction.

### 3.2 **Road Access**

There is access to the property by road.

### 3.3 **Designated Bushfire Prone Area**

The land is in a bushfire prone area under section 192A of the *Building Act 1993*.

### 3.4 **Planning Scheme**

Attached is a certificate with the required specified information.

## 4. **NOTICES**

### 4.1 **Notice, Order, Declaration, Report or Recommendation**

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge are as follows:

If any, are as contained in the attached search(es), certificate(s) and/or statement(s).

### 4.2 **Agricultural Chemicals**

Particulars of any notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes; if any, are as contained in the attached search(es), certificate(s) and/or statement(s).

### 4.3 **Compulsory Acquisition**

The particulars of any notice of intention to acquire served under section 6 of the *Land Acquisition and Compensation Act 1986* are as follows:

Nil.

## 5. **BUILDING PERMITS**

No building permits have been issued under the *Building Act 1993* in the preceding 7 years (required only where there is a residence on the land).

**6. OWNERS CORPORATION**

The land is not affected by an Owners Corporation within the meaning of the *Owners Corporations Act 2006*.

**7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")**

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act 1987*.

**7.1 Work-in-Kind Agreement**

There is no work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987*).

**7.2 GAIC Recording**

The land is not affected by the GAIC.

**8. SERVICES**

The services which are marked with an "X" in the accompanying square box are **NOT** connected to the land:

☐ Electricity supply

☐ Gas supply

☐ Telephone services

☐ Sewerage

☐ Water supply

**9. TITLE**

9.1 Attached is a copy of the Register Search Statement and the document, or part of the document, referred to as a "diagram location" in the Statement that identifies the land and its location.

**10. SUBDIVISION**

**10.1 Unregistered Subdivision**

Attached is a copy of the plan of subdivision PS745754Q/S2 not certified by the relevant municipal council and as such, the plan is not yet registered.

**10.2 Staged Subdivision**

(a) Attached is a copy of the plan for the first stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have not been complied with are as follows:

Not applicable.

(c) The proposals relating to subsequent stages that are known to the vendor are as follows:

The overall development plan is what we are currently aware of. After stage 2 there is remaining land available to further subdivide for future stages. We do not have subsequent stage Plans at this stage.

(d) The contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision are:

Refer to Planning Permit 2016-118 in this Vendor Statement.

**10.3 Further Plan of Subdivision**

Attached is a copy of the latest version of the plan (if the later plan has not yet been certified).

## 11. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION

There is no certificate relating to Energy Efficiency Information applicable.

## 12. DUE DILIGENCE CHECKLIST

*The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to the purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.*

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act 1962*.

Date of this Statement: ...../...../.....

Signature of the vendor: .....

Signed by Peter John Spauhl Director of Melki Farm Pty Ltd (ACN 134 962 806)

The purchaser acknowledges being given a duplicate of this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Date of this Acknowledgment: ...../...../.....

Signature of the purchaser: .....

# Due diligence checklist

## What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting the [Due diligence checklist page on the Consumer Affairs Victoria website](http://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

### Urban living

#### ***Moving to the inner city?***

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

#### ***Is the property subject to an owners corporation?***

If the property is part of a subdivision with common property such as driveways or grounds, it may be subject to an owners corporation. You may be required to pay fees and follow rules that restrict what you can do on your property, such as a ban on pet ownership.

### Growth areas

#### ***Are you moving to a growth area?***

You should investigate whether you will be required to pay a growth areas infrastructure contribution.

### Flood and fire risk

#### ***Does this property experience flooding or bushfire?***

Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

### Rural properties

#### ***Moving to the country?***

If you are looking at property in a rural zone, consider:

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

#### ***Can you build new dwellings?***

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

#### ***Is there any earth resource activity such as mining in the area?***

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

### Soil and groundwater contamination

#### ***Has previous land use affected the soil or groundwater?***

You should consider whether past activities, including the use of adjacent land, may have caused contamination at the site and whether this may prevent you from doing certain things to or on the land in the future.

## **Land boundaries**

### ***Do you know the exact boundary of the property?***

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

## **Planning controls**

### ***Can you change how the property is used, or the buildings on it?***

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances – on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

### ***Are there any proposed or granted planning permits?***

The local council can advise you if there are any proposed or issued planning permits for any properties close by. Significant developments in your area may change the local 'character' (predominant style of the area) and may increase noise or traffic near the property.

## **Safety**

### ***Is the building safe to live in?***

Building laws are in place to ensure building safety. Professional building inspections can help you assess the property for electrical safety, possible illegal building work, adequate pool or spa fencing and the presence of asbestos, termites or other potential hazards.

## **Building permits**

### ***Have any buildings or retaining walls on the property been altered, or do you plan to alter them?***

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

### ***Are any recent building or renovation works covered by insurance?***

Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

## **Utilities and essential services**

### ***Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?***

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

## **Buyers' rights**

### ***Do you know your rights when buying a property?***

The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights.

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

VOLUME 12348 FOLIO 980

Security no : 124095090305C  
Produced 27/01/2022 09:56 AM

LAND DESCRIPTION

Lot A on Plan of Subdivision 745754Q.  
PARENT TITLE Volume 12249 Folio 782  
Created by instrument PS745754Q Stage 2 13/12/2021

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
MELKI FARM PTY LTD of 85 FERGUSON ROAD TATURA VIC 3616  
PS745754Q Stage 2 13/12/2021

ENCUMBRANCES, CAVEATS AND NOTICES

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AM626077W 11/03/2016

AGREEMENT as to part Section 173 Planning and Environment Act 1987  
AQ844531Y 21/03/2018

AGREEMENT Section 173 Planning and Environment Act 1987  
AV136727L 15/12/2021

DIAGRAM LOCATION

SEE PS745754Q FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	PLAN OF SUBDIVISION	STATUS	DATE
PS745754Q/S2 (B)		Registered	13/12/2021
AV136727L (E)	AGREEMENT	Registered	04/01/2022

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

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

Street Address: 30 MAKO DRIVE TATURA VIC 3616

ADMINISTRATIVE NOTICES


NIL

eCT Control 18333U DAWES & VARY RIORDAN  
Effective from 13/12/2021

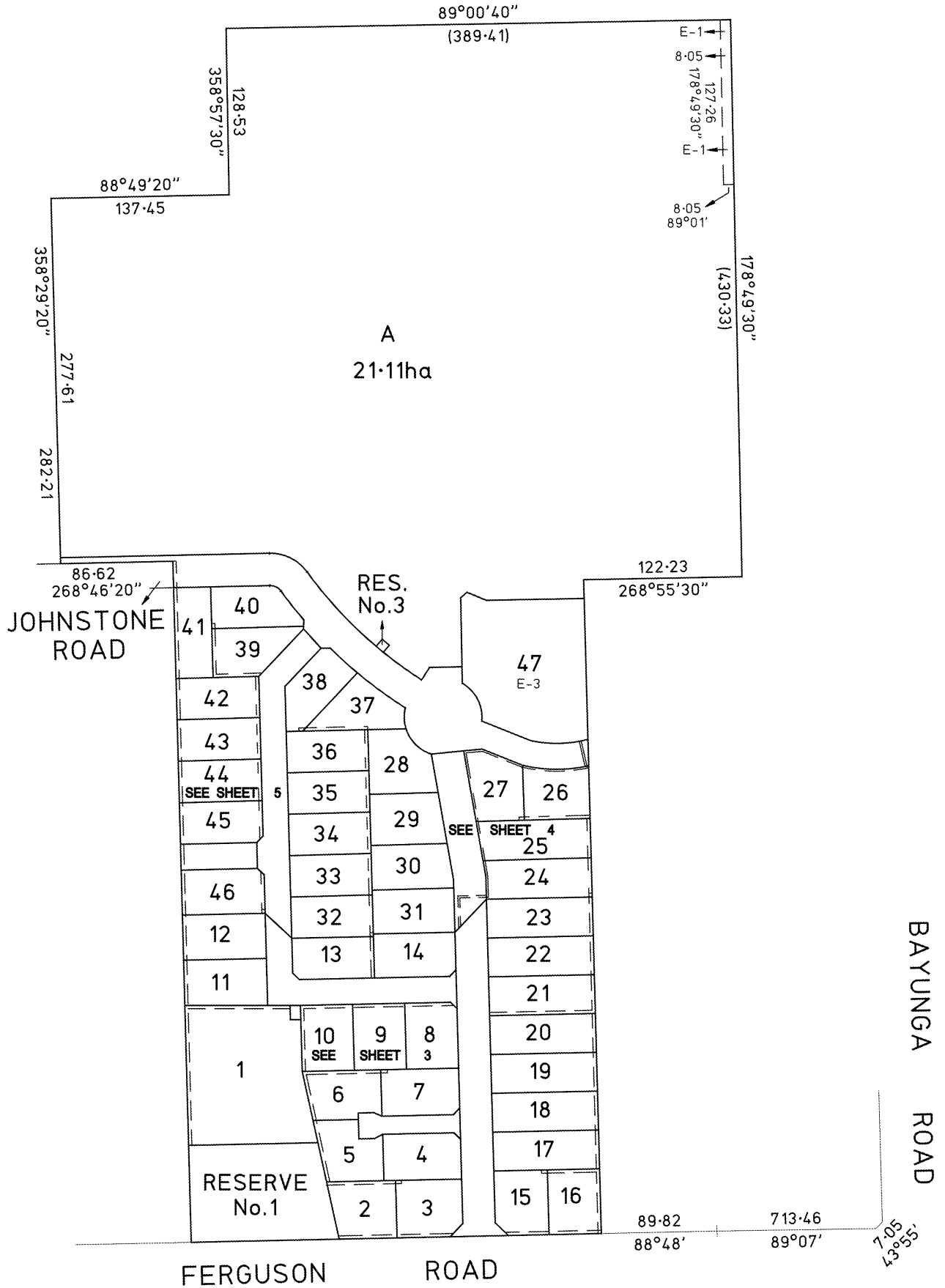
DOCUMENT END

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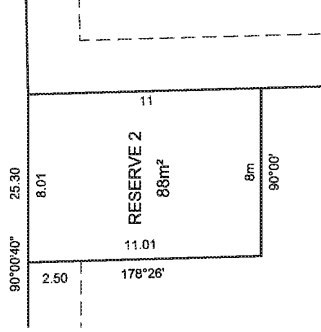
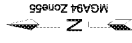
PLAN OF SUBDIVISION			EDITION 2	PS745754Q
<p style="text-align: center; font-weight: bold;">LOCATION OF LAND</p> <p><b>PARISH:</b> TOOLAMBA</p> <p><b>TOWNSHIP:</b> _____</p> <p><b>SECTION:</b> _____</p> <p><b>CROWN ALLOTMENTS:</b> 104(PT), 119(PT) &amp; 119<sup>A</sup>(PT)</p> <p><b>CROWN PORTION:</b> _____</p> <p><b>LRS BASE RECORD:</b> VICMAP DIGITAL PROPERTY</p> <p><b>TITLE REFERENCES:</b> VOL.9293 FOL.478 VOL.11381 FOL.550</p> <p><b>LAST PLAN REFERENCE:</b> LOT 1 LP123911 LOT 2 PS631794</p> <p><b>POSTAL ADDRESS:</b> 65 FERGUSON ROAD (At time of subdivision) TATURA VIC 3616</p> <p><b>MGA Co-ordinates</b> <b>E</b> 343 000 <b>ZONE</b> 55 (of approx centre of land in plan) <b>N</b> 5 966 400 <b>GDA</b> 94</p>			<p>Council Name: Greater Shepparton City Council</p> <p>Council Reference Number: S-2017-13 Planning Permit Reference: 2016-118/A SPEAR Reference Number: S100223M</p> <p><b>Certification</b></p> <p>This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 11/01/2019</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made</p> <p>Digitally signed by: Patricia Ann Garraway for Greater Shepparton City Council on 08/09/2020</p> <p><b>Statement of Compliance</b> issued: 08/09/2020</p>	
VESTING OF ROADS AND/OR RESERVES			NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON			
ROAD R1	GREATER SHEPPARTON CITY COUNCIL			
ROAD R2	GREATER SHEPPARTON CITY COUNCIL			
ROAD R3	GREATER SHEPPARTON CITY COUNCIL			
ROAD R4	GREATER SHEPPARTON CITY COUNCIL			
ROAD R5	GREATER SHEPPARTON CITY COUNCIL			
ROAD R6	GREATER SHEPPARTON CITY COUNCIL			
ROAD R7	GREATER SHEPPARTON CITY COUNCIL			
RESERVE No.1	GREATER SHEPPARTON CITY COUNCIL			
RESERVE No.2	GOULBURN VALLEY REGION WATER			
RESERVE No.3	POWERCOR AUSTRALIA LTD			
NOTATIONS				
<p><b>DEPTH LIMITATION</b> 15-24 METRES BELOW THE SURFACE APPLIES TO LOTS 1 LP123911 &amp; LOT 2 PS631794</p>				
<p><b>SURVEY:</b></p> <p>THIS PLAN IS BASED ON SURVEY</p> <p>THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s) 26, 29, 121 &amp; 122</p> <p>IN PROCLAIMED SURVEY AREA No. _____</p>				
EASEMENT INFORMATION				
<p><b>LEGEND:</b> A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)</p>				
<p><b>Easements and rights implied by Section 12(2) of the Subdivision Act 1988 applies to Lots 1 - 23 (incl) PS745754Q</b></p>				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefitted/In Favour Of
E-1	OPEN CHANNEL	8.05	INST.2368810	OP47325
E-2,E-6,E-7 E-8	PIPELINES OR ANCILLARY PURPOSES	2.50	THIS PLAN SECTION 136 OF THE WATER ACT 1989	GOULBURN VALLEY REGION WATER CORPORATION
E-3	SUPPLY OF WATER	SEE PLAN	THIS PLAN	LOTS IN THIS PLAN
E-4,E-7	DRAINAGE	2.50	THIS PLAN	LOTS IN THIS PLAN & GREATER SHEPPARTON CITY COUNCIL
E-5,E-6	DRAINAGE THROUGH UNDERGROUND PIPES	SEE PLAN	THIS PLAN	LOTS IN PS804091N
 <p>IDEAS INTO ACTION © COPYRIGHT 2021</p> <p>HARLAND &amp; LANGENBACHER P/L</p> <p>P.O. BOX 586 ECHUCA 3564. TEL (03) 5482.1699</p>			<p><b>SURVEYORS FILE REF: S6923</b></p> <p>LICENSED SURVEYOR <b>MARK F. LANGENBACHER</b> S6923 PS Compiled Plan.dwg VERSION 1 DATE: 7/12/21</p>	
			ORIGINAL SHEET SIZE: A3	SHEET 1 OF 5
<p>THIS IS A LAND USE VICTORIA COMPILED PLAN</p> <p>FOR DETAILS SEE MODIFICATION TABLE HEREIN</p>				

PS745754Q

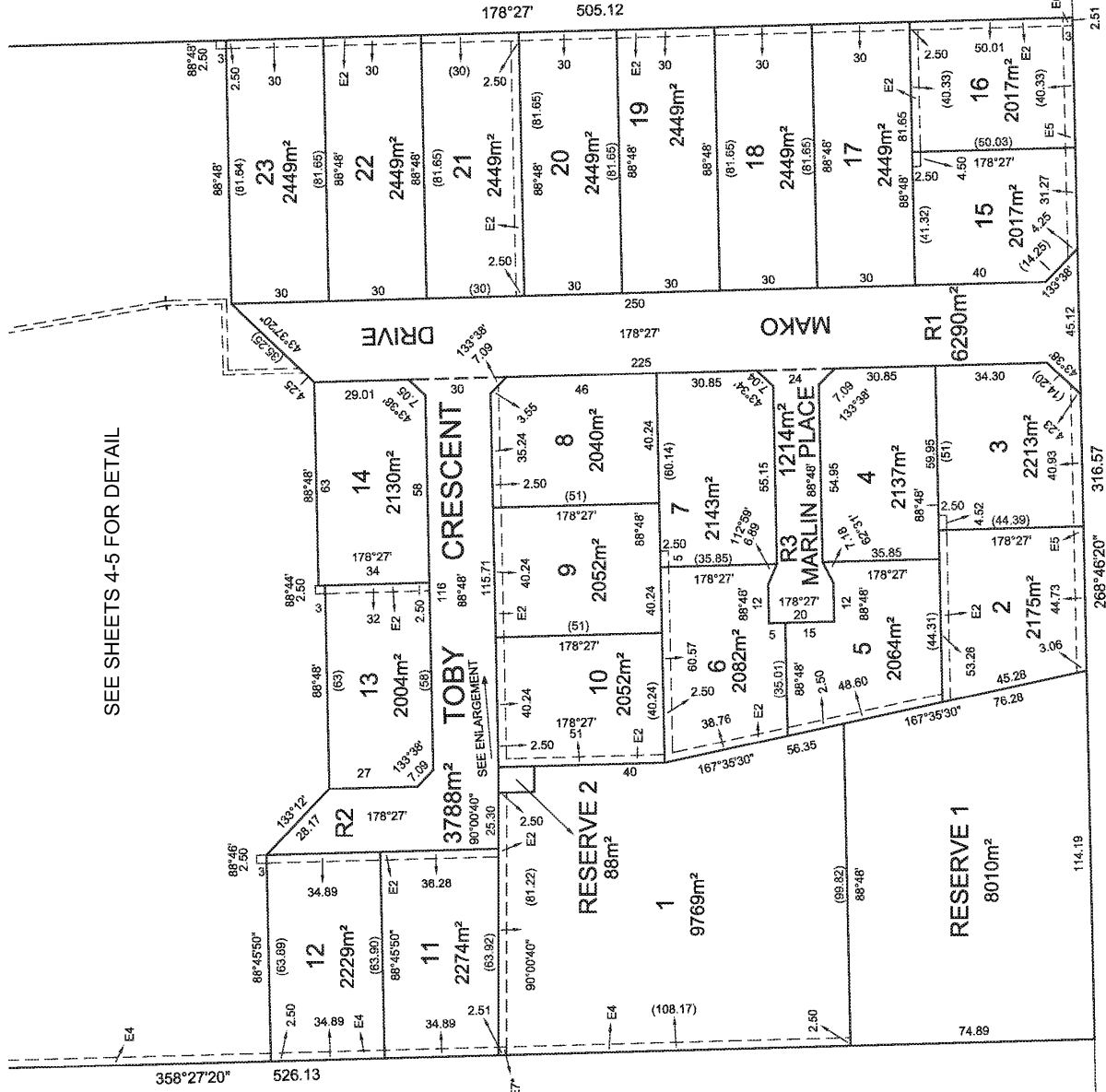


PS745754Q

SEE SHEETS 4-5 FOR DETAIL



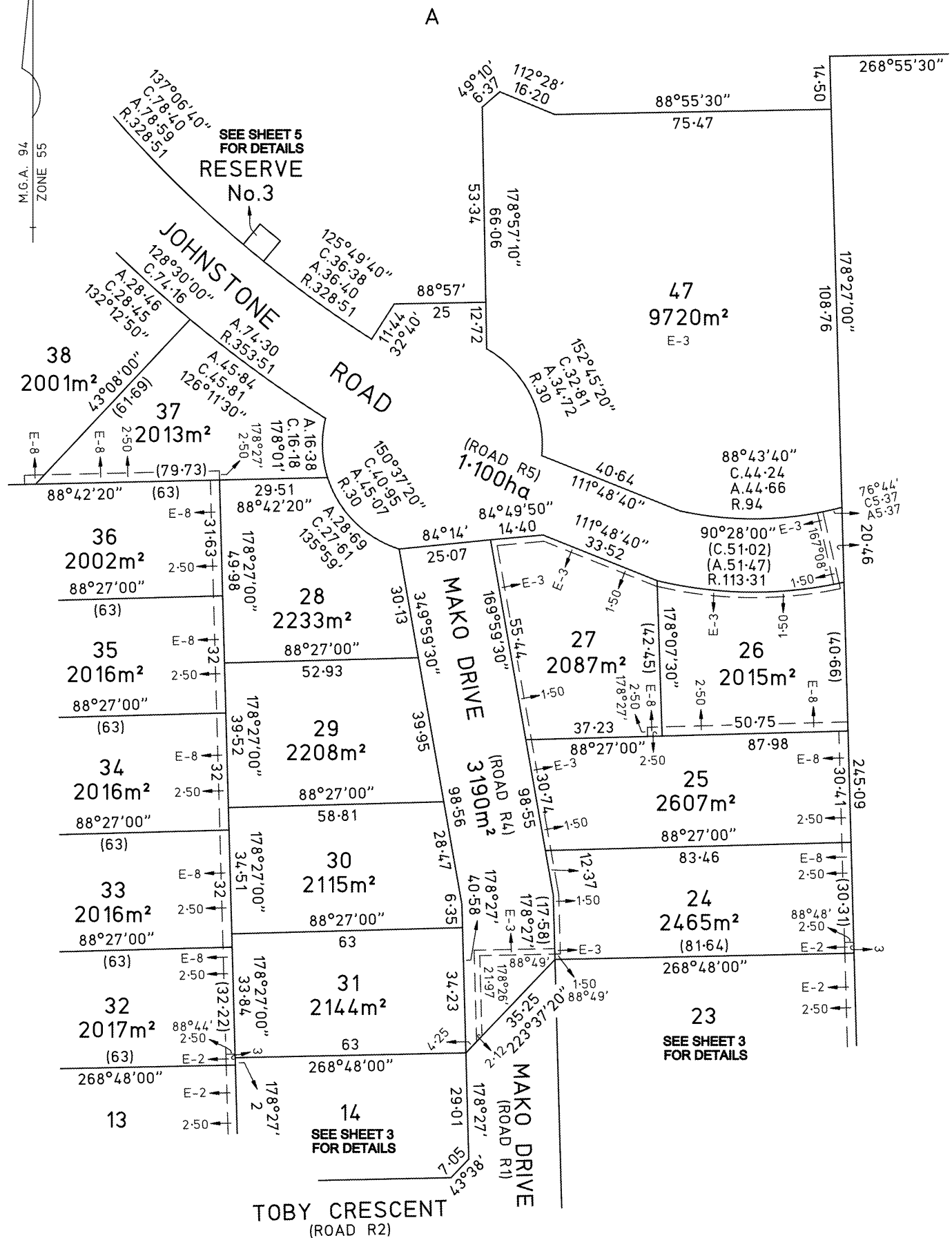
SCALE 1:250



FERGUSON ROAD

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PS745754Q





## MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

# PLAN NUMBER

PS745754Q

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

[illegible]

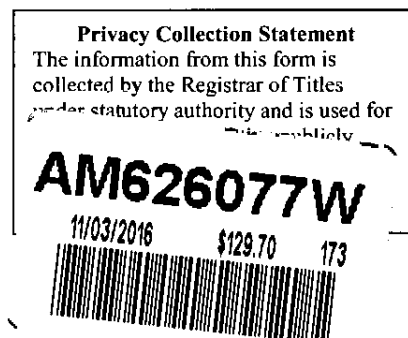
## Application by a responsible authority for the recording of an agreement

Section 181 Planning and Environment Act 1987

### Form 21

Lodged by:

Name: Russell Kennedy Lawyers  
Phone: 03 9609 1555  
Address: Level 12 469 La Trobe Street  
Melbourne Vic 3000  
Ref: IDP 119780-02394  
Customer code: 1513M



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 for the land.

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

volume 11381 folio 549, volume 11381 folio 550, volume 11381 folio 551, volume 11381 folio 552, volume 9293 folio 478, and volume 9799 folio 132

Responsible authority: *(name and address)*

Greater Shepparton City Council of 90 Welsford Street, Shepparton VIC 3630

Section and Act under which agreement made:

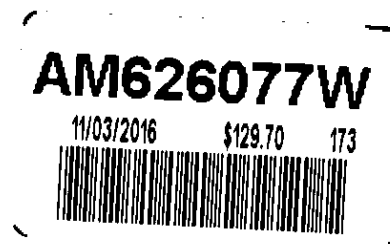
Section 173 of the *Planning and Environment Act 1987*

A copy of the agreement is attached to this application:

Signature for the responsible authority: 

Name of officer: CHRISTOPHER TEITZEL

Date: 26/11/2015



**GREATER SHEPPARTON CITY COUNCIL**

and

**MELKI FARM PTY LTD**

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

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**PRE-REZONING AGREEMENT**

Property: 65 Ferguson Road, 85 Ferguson Road  
and 895 Pyke Road, Tatura

---

Russell Kennedy Pty Ltd ACN 126 792 470 ABN 14 940 129 185  
Level 12, 469 La Trobe Street, Melbourne VIC 3000 PO BOX 5146AA, Melbourne VIC 3000 DX 494 Melbourne  
T +61 3 9609 1555 F +61 3 9609 1600 info@rk.com.au

Liability limited by a scheme approved under Professional Standards Legislation

**rk.com.au**

IDP 119780-02394



© Russell Kennedy



THIS AGREEMENT is made on

26

November

2015

## PARTIES

- 1 **GREATER SHEPPARTON CITY COUNCIL** of 90 Welsford Street, Shepparton Vic 3630 ("Council")
- 2 **MELKI FARM PTY LTD** ACN 134 962 806 of 41 McKean Street, Fitzroy North Vic 3068 ("Owner")

## RECITALS

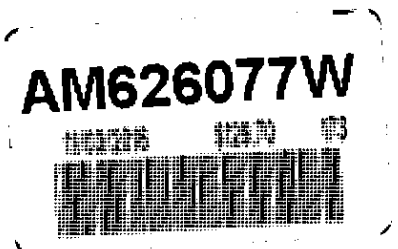
- A The Council is the responsible authority under the Act for the Scheme.
- B The Owner is registered or is entitled to be registered as proprietor of the Land.
- C The Land forms part of the Residential Growth Land.
- D The Land, other than the Maher Land, is encumbered by mortgage number AG640481L in which Natrional Australia Bank Ltd is named as mortgagee. The Mortgagee has consented to the Owner entering into this Agreement.
- E The Owner is seeking that the Land and the Residential Growth Land be rezoned from the Farming Zone to the Low Density Residential Zone and the Rural Living Zone.
- F The Council support for the rezoning of the Land as proposed is conditional on, amongst other things, the Owner being bound by the matters in this Agreement.
- G The Owner and the Council agree that the matters addressed in this Agreement are necessary for the efficient and orderly development of the Land and the Residential Growth Land for residential purposes.
- H This Agreement has been entered into in order to:
  - support the case for rezoning the Land to the Low Density Residential Zone and the Rural Living Zone;
  - facilitate the orderly planning and residential development of the Residential Growth Land;
  - facilitate the provision of appropriate infrastructure for the Residential Growth Land; and
  - achieve and advance the objectives of planning in Victoria or the objectives of the Scheme in relation to the Land.
- I This Agreement is made under Division 2 of Part 9 of the Act.

## THE PARTIES AGREE THAT:

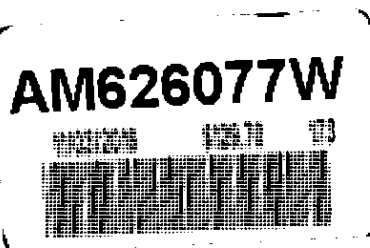
### 1 DEFINITIONS

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 **"Concept Design Plan"** means the plan titled "Concept Design", prepared by Land Management Surveys (Shepparton) Pty Ltd, reference 4999, version 13, that has been used for discussion purposes by the Parties leading up to the Parties entering this Agreement.
- 1.5 **"Drainage Basin"** means a stormwater collection dam and retardation facility (including a pump station) to be constructed at the site of the existing re-use dam, at the Land. The Drainage Basin may be constructed in stages commensurate with the extent of residential development of the Residential Growth Land. The Drainage Basin includes water re-use storage and reticulation capability.
- 1.6 **"IDM"** means the most recent version of the Infrastructure Design Manual published by the Local Government Infrastructure Design Association, Victoria.
- 1.7 **"Land"** means the land within the Scheme described as Lots 1, 2, 3 and 4 on PS631794, being the land more particularly described in certificates of title volume 11381 folios 549, 550, 551 and 552 respectively, Lot 1 on PS123911 being the land more particularly described in certificate of title volume 9293 folio 478 (being the Maher Land) and PC167176F, being the land more particularly described in certificate of title volume 9799 folio 132.
- 1.8 **"Maher Land"** means the land known as 65 Ferguson Road, being the land more particularly described in certificate of title volume 9293 folio 478, and being land which the Owner is purchasing under a contract of sale.
- 1.9 **"Mortgagee"** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as mortgagee of the Land or any part of it.
- 1.10 **"Residential Growth Land"** means the land under various ownerships that is shown in the Concept Design Plan, including the Land and the Silverstein Land, and which is currently within the Farming Zone (Schedule 2) of the Scheme. The Residential Growth Land is generally bounded by Pyke Road to the north, Bayunga Road to the east, Ferguson Road to the South and Dhurringle Road to the west. There is existing Low Density Residential Zone land to the south west of the Residential Growth Land.
- 1.11 **"Scheme"** means the Greater Shepparton Planning Scheme or any other planning scheme which applies to the Land from time to time.
- 1.12 **"Silverstein"** means the registered proprietors of the Silverstein Land.
- 1.13 **"Silverstein Land"** means the land known as Lot 1 on TP672455S, being the land more particularly described in certificate of title volume 10502 folio 351.
- 1.14 **"TIAR"** means the traffic impact assessment report titled "Pyke Road, Dhurringle Road, Ferguson Road & Bayunga Road Rezoning for Residential Development Tatura" prepared by Traffic Works, Project No. 135820, Final Report Rev 1 and dated 13 October 2014.



**AM626077W**

3



## **2 COMMENCEMENT**

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

## **3 TERMINATION OF AGREEMENT**

### **3.1 Termination**

This Agreement may be ended by mutual agreement between the parties as to the whole of the Land or as to part of the Land.

### **3.2 Cancellation of Agreement**

As soon as reasonably practicable after this Agreement has ended, the Council must, at the request and at the cost of the Owner, apply to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the Register as to the whole of the Land or as to part of the Land as the case may be.

## **4 OWNER'S COVENANTS**

### **4.1 Engineering design and standards**

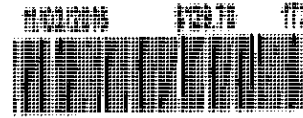
The Owner agrees to generally liaise, coordinate, cooperate and share information with Silverstein concerning civil engineering design matters and civil engineering solutions to the extent practicable and reasonable to achieve a coordinated and orderly beneficial outcome in terms of the residential development of the Residential Growth Land.

### **4.2 Stormwater**

The Owner agrees:

- 4.2.1 to liaise, coordinate, cooperate and share information with Silverstein concerning stormwater drainage design matters and drainage solutions, including any necessary approvals, to the extent practicable and reasonable to achieve a coordinated and orderly beneficial outcome in terms of the residential development of the Residential Growth Land;
- 4.2.2 to construct the Drainage Basin as reasonably required by Council commensurate with the level of residential development of the Residential Growth Land;
- 4.2.3 that stormwater flows from the Residential Growth Land, to the extent required by Council, must be directed to the Drainage Basin and a rising main to allow outfall to the Goulburn-Murray Water drain to the north of Pyke Road;
- 4.2.4 to provide easements on the Land to the extent practical and reasonable to provide for the drainage of stormwater flows from the Residential Growth Land or as otherwise required by Council; and
- 4.2.5 that a stormwater management system must be in place prior to the issue of a statement of compliance for the first stage of the subdivision of the Land to the satisfaction of the Council.

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#### **4.3 Sewer**

The Owner agrees to:

- 4.3.1 liaise, coordinate, cooperate and share information with Silverstein concerning sewer infrastructure, including any necessary approvals, to the extent practicable and reasonable to achieve a coordinated and orderly beneficial outcome in terms of the residential development of the Residential Growth Land; and
- 4.3.2 provide easements on the Land to the extent practical and reasonable to provide for sewer infrastructure in respect of the Residential Growth Land or as otherwise required by Council.

#### **4.4 Water reticulation**

The Owner agrees to:

- 4.4.1 liaise, coordinate, cooperate and share information with Silverstein concerning the reticulation of water, including any necessary approvals, to the extent practicable and reasonable to achieve a coordinated and orderly beneficial outcome in terms of the residential development of the Residential Growth Land; and
- 4.4.2 provide easements on the Land to the extent practical and reasonable to provide for water reticulation in respect of the Residential Growth Land or as otherwise required by Council.

#### **4.5 Subdivisional roads and shared paths**

The Owner agrees to:

- 4.5.1 liaise, coordinate, cooperate and share information with Silverstein concerning the layout, design, standards, statutory approvals and connectivity of subdivisional roads and shared paths to the extent practicable and reasonable to achieve a coordinated and orderly beneficial outcome in terms of the residential development of the Residential Growth Land;
- 4.5.2 to provide for roads, on-road bicycle lanes, footpaths and shared paths on the Land and adjacent to the Land to the extent practical and reasonable to ensure the Land, the Silverstein Land and the Residential Growth Land is appropriately serviced by roads and shared paths or as otherwise required by Council; and
- 4.5.3 to design and construct any necessary connecting shared path from the Land in order to connect to the existing path network, including along the frontage of the Land, or as otherwise required by Council.

#### **4.6 Electricity reticulation**

The Owner agrees to:

- 4.6.1 liaise, coordinate, cooperate and share information with Silverstein concerning the reticulation of electricity, including any necessary approvals, to the extent practicable and reasonable to achieve a coordinated and orderly beneficial outcome in terms of the residential development of the Residential Growth Land; and

- 4.6.2 provide easements on the Land to the extent practical and reasonable to provide for electricity reticulation in respect of the Residential Growth Land or as otherwise required by Council.

#### **4.7 Public Open Space**

The Owner agrees to:

- 4.7.1 liaise, coordinate, cooperate and share information with Silverstein concerning the provision of public open space, to the extent practicable and reasonable to achieve a coordinated and orderly beneficial outcome in terms of the residential development of the Residential Growth Land;
- 4.7.2 provide for public open space as generally depicted on the Concept Design Plan or as otherwise required by the Council;
- 4.7.3 vest any part of the Land within the UFZ or land upon which stormwater related infrastructure is located in the Council at no cost to the Council;
- 4.7.4 prepare landscape master plans for the public open space areas identified as POS 1 and POS 2 on the Concept Design Plan, amongst other things having regard to the abutting Council reserve, to the satisfaction of the Council, prior to the issue of a statement of compliance for a plan of subdivision associated with those public open space areas;
- 4.7.5 prepare landscape master plans for the public open space areas identified as POS 3 and POS 4 on the Concept Design Plan, to the satisfaction of the Council, prior to the issue of a statement of compliance for a plan of subdivision associated with those public open space areas; and
- 4.7.6 include embellishment of the public open space to the satisfaction of the Council in any landscape master plan required under this clause.

#### **4.8 Implementing recommendations of the TIAR**

The Owner agrees that the residential development of the Residential Growth Land is subject to the implementation of the traffic measures as recommended in the TIAR, to the satisfaction of the Council.

#### **4.9 Dhurringle Road**

- 4.9.1 The Owner agrees and acknowledges that the intersection of the internal subdivision road within the Silverstein Land (as generally shown on the Concept Design Plan) with Dhurringle Road must be constructed in accordance with the TIAR.
- 4.9.2 The Owner agrees and acknowledges that any lots in the Low Density Residential abutting Dhurringle Road must be accessed by a service road fronting the lot, to the satisfaction of the Council.

#### **4.10 Johnstone Road**

The Owner agrees that:



- 4.10.1 the intersection of Johnstone Road with Dhurringle Road must be upgraded in accordance with the recommendations of the TIAR;
- 4.10.2 upon the development of more than 50% of proposed lots at the Maher Land, Johnstone Road must be upgraded and the access to Dhurringle Road must be upgraded to the satisfaction of the Council;
- 4.10.3 when development of 895 Pyke Road commences, the roundabout at the intersection of the extension of Johnstone Road and the proposed north-south collector road and any associated crossing structure must be constructed to the satisfaction of the Council; and
- 4.10.4 upon the development of ten or more lots at 895 Pyke Road, access from 895 Pyke Road through 195 Dhurringle Road, to Dhurringle Road must be constructed to the satisfaction of the Council.

#### **4.11 Pyke Road**

- 4.11.1 The Owner agrees that it must construct the intersection of the internal subdivision road (as generally shown on the Concept Design Plan) with Pyke Road at its cost in accordance with the recommendations of the TIAR.
- 4.11.2 The Owner acknowledges that the eastern part of Pyke Road that abuts the part of the Residential Growth Land proposed to be rezoned to the Rural Living Zone must be upgraded in stages to a Rural Access or Rural Collector standard as may be required by the IDM, commensurate with the development of abutting land, to the satisfaction of the Council.
- 4.11.3 The Owner agrees and acknowledges that the western part of Pyke Road that abuts the Residential Growth Land proposed to be rezoned to the Low Density Residential Zone must be upgraded in stages to a Low Density Residential Collector Road standard as may be required by the IDM, commensurate with the development of abutting land, to the satisfaction of the Council.
- 4.11.4 The Owner agrees and acknowledges that any Low Density Residential Lots abutting Pyke Road must be accessed by a service road fronting the lot to the satisfaction of the Council.

#### **4.12 Ferguson Road**

The Owner agrees that it must construct the intersection of the internal subdivision road (as generally shown on the Concept Design Plan) with Ferguson Road at its cost in accordance with the recommendations of the TIAR.

#### **4.13 Dhurringle Road and Pyke Road intersection**

The Owner agrees

- 4.13.1 that the intersection of Dhurringle Road and Pyke Road must be upgraded in accordance with the recommendations of the TIAR;
- 4.13.2 to generally share the cost with Silverstein (on the basis of the respective proportions of the total area of the Land and the Silverstein Land) of the design, any necessary approvals and the upgrading of



the intersection of Dhurringle Road and Pyke Road in accordance with the recommendations of the TIAR; and

- 4.13.3 acknowledges that a substantial part of the intersection is to be located on the Silverstein Land.

#### **4.14 Ferguson Road and Bayunga Road intersection**

The Owner agrees that the intersection of Ferguson Road with Bayunga Road must be upgraded in accordance with the recommendations of the TIAR.

#### **4.15 Bayunga Road**

- 4.15.1 The Owner agrees that the intersection of any internal road within the Residential Growth Land with Bayunga Road must be constructed in accordance with the recommendations of the TIAR.

- 4.15.2 The Owner acknowledges that Bayunga Road where it abuts the Residential Growth Land must be upgraded in stages to a Rural Access or Rural Collector standard as may be required by the IDM, commensurate with the development of abutting land, to the satisfaction of the Council.

#### **4.16 Channels**

The Owner agrees that the crossing structure on any internal or external road that is directly associated with the residential development of the Residential Growth Land for the purpose of crossing a Goulburn-Murray Water channel or a floodway must be constructed to the satisfaction of the Council.

#### **4.17 Adjoining land uses**

The Owner agrees, to the extent that is reasonably practicable, to minimise the impact of the development of the Land for residential purposes on existing uses of land adjoining the Land.

#### **4.18 Stormwater reuse management**

The Owner agrees to liaise, coordinate, cooperate and share information with Silverstein for the purpose of managing the reuse of stormwater within the Residential Growth Land should the Owner and Silverstein mutually agree to design and implement a stormwater reuse system.

#### **4.19 Staging**

The Owner agrees that the development of the Land must be staged such that the staging commences at the southern part of the Maher Land to the satisfaction of the Council.

#### **4.20 Maher Land**

The Owner covenants and agrees that the Maher Land must not be rezoned for residential purposes unless it is subject to this Agreement or a similar agreement to the satisfaction of the Council.



**AM626077W**

11/03/2016 \$129.70 173



#### **4.21 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.

#### **4.22 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.

#### **4.23 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 and enforcement of this Agreement.

#### **4.24 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.

#### **4.25 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:

- 4.25.1 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;
- 4.25.2 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;

and the Owner agrees:

- 4.25.3 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;
- 4.25.4 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; and



- 4.25.5 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.

#### **4.26 Covenants run with the Land**

The Owner's obligations in this Agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and every part of it, and bind the Owner and its successors, assignees and transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land.

#### **4.27 Owner's warranty**

The Owner warrants and covenants that:

- 4.27.1 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;
- 4.27.2 there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land which have not been disclosed by the usual searches of the folio of the Register for the Land or notified to the Council;
- 4.27.3 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 section 42 of the *Transfer of Land Act 1958*; and
- 4.27.4 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 COUNCIL COVENANTS**

#### **5.1 No further payment for public infrastructure**

The Council covenants and agrees that subject to compliance with this Agreement by the Owner, it will not request any contribution or payment from the owner in respect of public infrastructure covered by this Agreement, beyond that which may be directly associated with planning permission associated with the residential development of the Land.

### **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 1989*, 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.



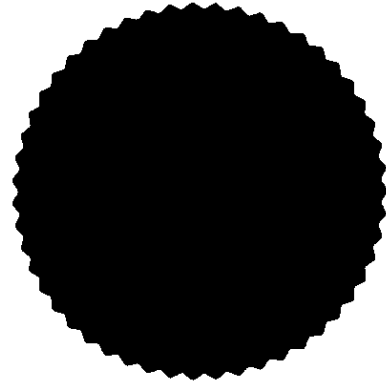


- 8.1 the singular includes the plural and vice versa;
- 8.2 a reference to a document or instrument, including this Agreement, includes a reference to that document or instrument as novated, altered or replaced from time to time;
- 8.3 a reference to an individual or person includes a partnership, body 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 party that is a trustee is bound both personally and in its capacity as trustee;
- 8.13 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; and
- 8.14 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Agreement.

**EXECUTED** as an agreement under Division 2 of Part 9 of the Act.



**THE COMMON SEAL** of the **GREATER SHEPPARTON CITY COUNCIL** was affixed )  
on this 26 day of November 2015 )  
in the presence of the Chief Executive Officer )  
being a delegated officer pursuant to Local )  
Law No. 2 of the Council: )



CHIEF EXECUTIVE OFFICER

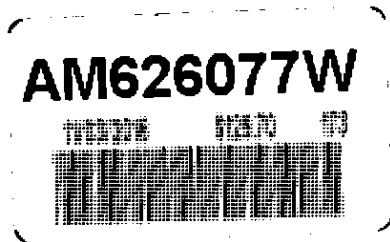
**EXECUTED** by **MELKI FARM PTY LTD** in )  
accordance with section 127(1) of the )  
*Corporations Act 2001* by being signed by )  
authorised persons: )

Sole Director Company Secretary

**Amanda Joan Small**

Full Name

85 Ferguson Rd Tatura.  
Usual Address



### MORTGAGEE'S CONSENT

National Australia Bank Ltd as Mortgagee under Mortgage no. AG640481L which encumbers the Land, other than the Maher Land, consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement if the Mortgagee becomes Mortgagee in possession of the Land.





Registrar of Titles  
Land Titles Office  
Marland House  
570 Bourke Street  
MELBOURNE

**APPLICATION TO REGISTER AN AGREEMENT UNDER SECTION 173 OF THE  
PLANNING AND ENVIRONMENT ACT 1987**

**Certificate of Title Volume 11381 Folio 549, 550, 551, 552**  
**Certificate of Title Volume 9799 Folio 132**

**Registered Proprietor:** Melki Farm Pty Ltd (ACN 134 962 806)

National Australia Bank Limited A.B.N. 12 004 044 937 as Mortgagee pursuant to  
Registered Mortgage number AG640481L hereby consents to the within  
Agreement.

Dated this 14<sup>th</sup> day of December 2015

**EXECUTED by NATIONAL AUSTRALIA BANK** )  
**LIMITED** by being signed sealed and delivered in )  
Victoria by its Attorney **VALERIE BIGGS** )  
**BUSINESS BANKING** )  
**MANAGER** )  
who holds the position of Level 3 Attorney under )  
Power of Attorney dated 1/3/2007 (a certified )  
copy of which is filed in Permanent Order Book )  
No 277 Page No 025 Item 35) in the presence of: )  
)

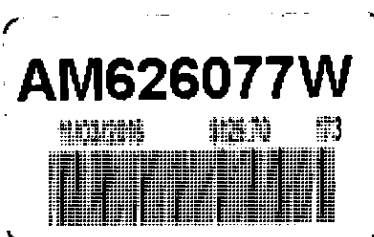
A handwritten signature in dark ink, appearing to be 'V. Biggs', written over a dotted line.

Attorney

A handwritten signature in dark ink, appearing to be 'W. Le', written over a dotted line.


Signature of Witness

WENDY LE  
ASSOCIATE



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

**AQ844531Y**

21/03/2018	\$94.60	173
Private		
The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.		

**Lodged by**

Name: HOLDING REDLICH  
Phone: 03 9321 9972  
Address: LEVEL 8 555 BOURKE STREET MELBOURNE  
Reference: TEB 17040028  
Customer code: 980J

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

**Land:(volume and folio)**

VOLUME 09293 FOLIO 478, VOLUME 11381 FOLIO 551 AND VOLUME 11381 FOLIO 552

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

GREATER SHEPPARTON CITY COUNCIL OF 90 WELSFORD STREET SHEPPARTON VICTORIA 3630

**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:**

**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](http://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**

**AQ844531Y**

Privacy C 21/03/2018 \$94.60 173

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

**Certifications**

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

Executed on behalf of GREATER SHEPPARTON CITY COUNCIL

Signer Name

TESS BOWYER

Signer Organisation

HOLDING REDLICH

Signer Role

AUSTRALIAN LEGAL PRACTITIONER

Signature



Execution Date

26/02/2018

35271702A

181PEA

Page 2 of 2

**THE BACK OF THIS FORM MUST NOT BE USED**

Land Use Victoria contact details: see [www.delwp.vic.gov.au/property](http://www.delwp.vic.gov.au/property)>Contact us



**AQ844531Y**

21/03/2018

\$94.60

173



**HOLDING REDLICH**

Dated *X* *8<sup>th</sup> March* 2018

**Agreement made pursuant to Section 173 of the Planning  
and Environment Act 1987**

**Greater Shepparton City Council**

and

**Melki Farm Pty Ltd (ACN 134 962 806)**

**Subject Land: 65-85 Ferguson Road Tatura Vic 3616**

**AQ844531Y**

21/03/2018 \$94.60 173



This Agreement is dated

X

8<sup>th</sup> March 2018

**Parties:**

**Council:**

**Greater Shepparton City Council** of 90 Welsford Street Shepparton Victoria 3630

**Owner:**

**Melki Farm Pty Ltd (ACN 134 962 806)** of 41 McKean Street Fitzroy North Victoria 3068

**Introduction:**

- A** The Council is the responsible authority under the Act for the Scheme.
- B** The Owner is the registered proprietor of the Land.
- C** That part of the Land contained in certificates of title volume 11381 folio 552 and 11381 folio 551 is encumbered by mortgage number AG640481L in which National Australia Bank Ltd is named as mortgagee. The Mortgagee has consented to the Owner entering into this Agreement
- D** That part of the Land contained in certificate of title volume 11381 folio 552 is encumbered by a registered Lease as to part under dealing number AB490126J in favor of Goulburn-Murray Rural Water Authority. Goulburn-Murray Rural Water Authority has consented to the Owner entering into this Agreement.
- E** That part of the Land contained in certificate of title volume 9293 folio 478 is encumbered by caveat number AL494460M in which Goulburn-Murray Rural Water Corporation is named as caveator. The Caveator has consented to the Owner entering into this Agreement
- F** The permit allows a staged multi-lot subdivision in the Low Density Residential Zone, Urban Floodway Zone, Rural Living Zone, Land Subject to Inundation Overlay and use of the land for a road and Utility Installation in the Urban Floodway Zone in accordance with the endorsed plans forming part of the Permit.
- G** The Permit was issued by the Council on 24 January 2017 and amended on 15 September 2017. Condition 3 of the Permit provides as follows:

**3. Section 173 Agreement**

Before the issue of a Statement of Compliance for each stage, the owner must enter into an agreement with the responsible authority, pursuant to Section 173 of the *Planning and Environment Act 1987*. This agreement must be registered on the title to the land pursuant to Section 181 of the *Planning and Environment Act 1987*. The owner must pay the reasonable costs of the preparation, execution and registration of the Section 173 agreement. The agreement must provide that:

**Low Density Residential Zone Subdivision**

- a) That the owner acknowledges and accepts the possibility of nuisance from adjoining agricultural operations including animal husbandry, spray drift, agricultural machinery use, pumps, trucks and associated hours of operation.
- b) That Council will not take any responsibility for the rural water supply to be provided to lots including any infrastructure placed within public reserves or roads.



- c) No vehicle access for lots 3 and 15 will be permitted to Ferguson Road.
- d) Garbage shall only be collected from the main roads and will not be collected from the small access places (i.e. lots 5 and 6).

**Rural Water Storage and Delivery**

The owners and occupiers agrees and acknowledges [sic] that:

- a) They will be wholly responsible for all maintenance of the water storage and associated infrastructure
- b) The water storage constructed on the land is to be maintained to a standard so as to minimise the risk of algal blooms or the like, and if any such outbreak occurs, the owner must, without delay, implement measures to treat the algal blooms to the satisfaction of the relevant authority
- c) The water storage and associated infrastructure is at all times to remain private and it must not:
  - Become dedicated for public use now or in the future [sic]
  - Be vested in Council
  - Become Council's responsibility in respect of its ongoing care and management
- d) They will agree to indemnify and hold harmless the Council its servants and agents, and each of them in connection with all claims resulting from damage, loss, death or injury whatsoever which may otherwise be brought or made or claimed against the Council in respect of the construction, existence and/or use of the water storage and associated infrastructure.

The said agreement is to be prepared by Council. Council will undertake to have the agreement prepared upon written notification from the applicant. All costs associated with the preparation and registration of the agreement shall be borne by the applicant including Council's administration fee. All fees associated with the documentation must be fully paid prior to execution and registration of the document by Council.

**H** This Agreement has been entered into in order to:

- (a) prohibit, restrict or regulate the use or development of the Land;
- (b) achieve and advance the objectives of planning in Victoria or the objectives of the Scheme in relation to the Land.

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

**It is agreed:**

**1. Definitions and interpretation**

**1.1 Definitions**

In this Agreement, unless the context clearly indicates otherwise:

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

**Agreement** means this Agreement, including the recitals and any annexures to this Agreement.



**Business Day** means Monday to Friday excluding public holidays in Victoria.

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

**Endorsed Plans** means the plans prepared by Land Management Surveys (Shepparton) Pty Ltd endorsed under the Permit, a copy of which is attached to Annexure A.

**Land** means the land described in certificates of title volume 09293 folio 478, volume 11381 folio 551 and volume 11381 folio 552.

**Lot** means a lot resulting from the subdivision of the Land allowed by the Permit.

**Low Density Residential Zone Subdivision** means the subdivision of that part of the Land described as Lot 1 on LP123911 contained in certificate of title volume 09293 folio 478 and shown on Sheet 2 of 2 in the Endorsed Plans.

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

**Owner** means the person or persons registered or entitled to be registered as proprietor of an estate in fee simple of the Land and includes a mortgagee-in-possession.

**Permit** means Planning Permit No. 2016-118/A issued 24 January 2017 and amended on 15 September 2017.

**Scheme** means the Greater Shepparton Planning Scheme or any other planning scheme which applies to the Land from time to time.

**Small Access Places** means that part of the Land accessible only by a road of less than 20 metres wide.

## **2. Commencement**

This Agreement commences on the date it is made as set out above.

## **3. Termination of Agreement**

### **3.1 Termination**

This Agreement ends when the Owner has complied with its obligations under this Agreement or earlier by mutual agreement between the parties.

### **3.2 Cancellation of Agreement**

As soon as reasonably practicable after this Agreement has ended as to the whole or part of the Land, the Council must, at the request and at the cost of the Owner, apply to the Registrar of Titles under section 183(1) of the Act to cancel the recording of this Agreement on the Register as to the whole or part of the Land as may be applicable.

## **4. Owner's Covenants**

### **4.1 Land within the Low Density Residential Zone Subdivision**

- (a) The Owner acknowledges and accepts the possibility of interference with the Owner's use and enjoyment of that part of the Land within the Low Density Residential Zone Subdivision



from adjoining agricultural operations including animal husbandry, spray drift, agricultural machinery use, pumps, trucks and associated hours of operation.

- (b) The Owner acknowledges and accepts that Council will not take any responsibility for rural water supply to be provided to Lots within the Low Density Residential Zone Subdivision nor for any infrastructure placed within public reserves or roads.
- (c) The Owner acknowledges and accepts that vehicle access for Lot 3 and Lot 15 in the Low Density Residential Zone Subdivision will not be permitted to or from Ferguson Road.
- (d) The Owner acknowledges and accepts that within the Low Density Residential Zone Subdivision, garbage will only be collected from main roads and will not be collected from Small Access Places.

#### **4.2 Rural Water Storage and Delivery**

The Owner acknowledges and accepts that,

- (a) They are wholly responsible for all maintenance of the water storage and associated infrastructure.
- (b) The water storage constructed on the Land is to be maintained to a reasonable standard so as to minimise the risk of algal blooms or the like, and if any such outbreak occurs, the Owner must, without delay, implement measures to treat the algal blooms to the satisfaction of Council.
- (c) The water storage and associated infrastructure must at all times remain private and it must not:
  - (i) Become dedicated for public use, now or in the future.
  - (ii) Be vested in Council.
  - (iii) Become Council's responsibility in respect of its ongoing care and management.
- (d) They indemnify and holdy harmless the Council its servants and agents, and each of them in connection with any and all claims resulting from damage, loss, death or injury whatsoever which may otherwise be brought or made or claimed against the Council in respect of the construction, existence and/or use of the water storage and associated infrastructure.

#### **5. Successors in title**

- 5.1** 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.

- 5.2** 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.

**6. Payment of Council's costs**

- 6.1** 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 and enforcement of this Agreement.
- 6.2** The Owner agrees to pay interest to the Council in accordance with section 227A of the *Local Government Act 1989* on any amount payable under this Agreement that is not paid by the due date.

**7. Covenants run with the Land**

The Owner's obligations in this Agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and every part of it, and bind the Owner and its successors, assignees and transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land.

**8. No fettering of Council's powers**

- 8.1** 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 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.
- 8.2** The Owner acknowledges that the Council's entry into this Agreement does not place any obligations upon the Council with respect to the grant of a permit for the subdivision or use and development of the Land.

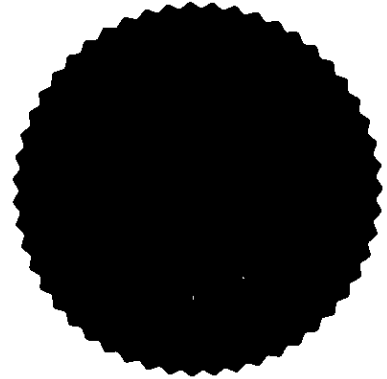
**AQ844531Y**



**Execution page**

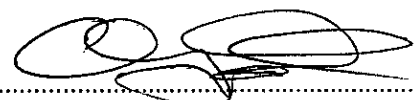
**SIGNED, SEALED AND DELIVERED** as a Deed by the parties on the date set out at the commencement of this Agreement.

**THE COMMON SEAL** of the **GREATER SHEPPARTON CITY COUNCIL** was affixed on this 8<sup>th</sup> day of March 2018 in the presence of the Chief Executive Officer being a delegated officer pursuant to Local Law No. 2 of the Council:



X   
.....  
Chief Executive Officer  
**PETER HARRIOTT**

**EXECUTED** by **MELKI FARM PTY LTD (134 962 806)** in accordance with Section 127 of the Corporations Act:

  
.....  
Signature of sole Director and Secretary

Amanda Joan Spaul

.....  
Name of sole Director and Secretary

**AQ844531Y**

21/03/2018

\$94.60

173



**Annexure A  
(Endorsed Plan)**

*Where the Endorsed Plan has been removed from this Agreement due to difficulties of the Titles Office with imaging for recording purposes, a copy is included in each of the copy of this Agreement held by the Council and the Owner.*





GREATER SHEPPARTON PLANNING SCHEME

These subdivision plans form part of

Planning Permit No. 2016-118

Sheet 2 of 3

Planning Officer

17/12/17

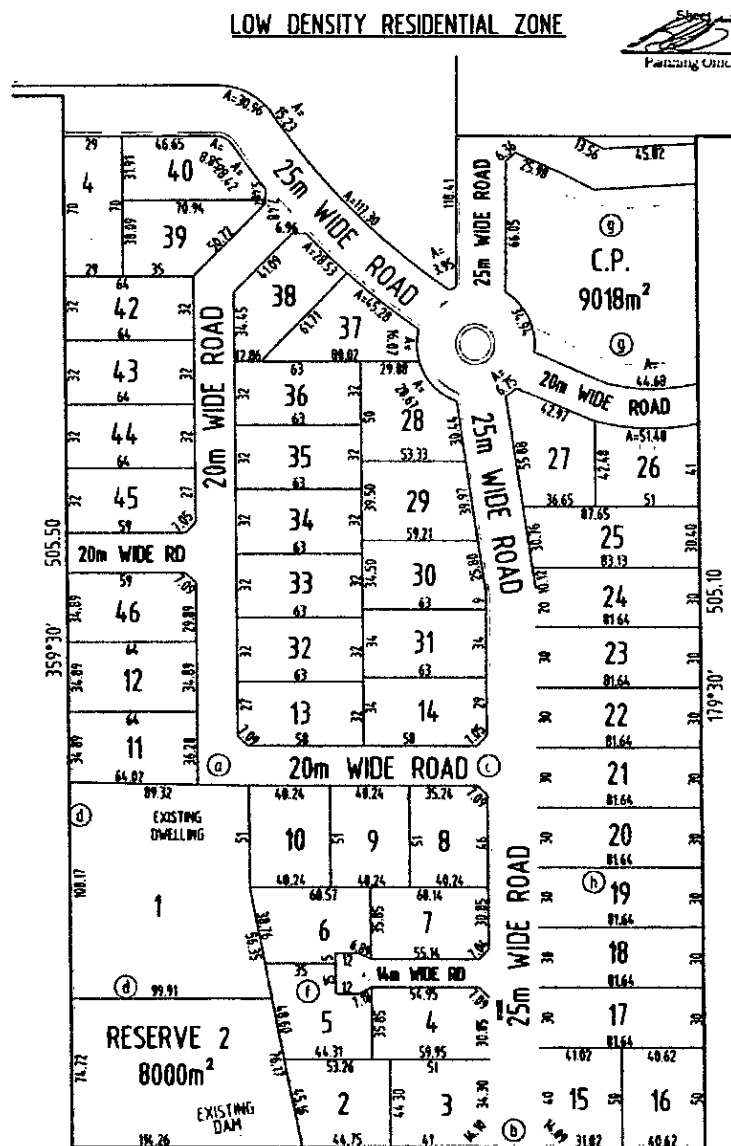
Date

STAGE 2 / 24-46  
TOTAL 5.56ha

LOT	AREAS
24	2457m <sup>2</sup>
25	2595m <sup>2</sup>
26	2025m <sup>2</sup>
27	2085m <sup>2</sup>
28	2259m <sup>2</sup>
29	2222m <sup>2</sup>
30	2125m <sup>2</sup>
31	2152m <sup>2</sup>
32	2316m <sup>2</sup>
33	2316m <sup>2</sup>
34	2316m <sup>2</sup>
35	2316m <sup>2</sup>
36	2316m <sup>2</sup>
37	2309m <sup>2</sup>
38	2006m <sup>2</sup>
39	2052m <sup>2</sup>
40	2054m <sup>2</sup>
41	2039m <sup>2</sup>
42	2049m <sup>2</sup>
43	2049m <sup>2</sup>
44	2049m <sup>2</sup>
45	2036m <sup>2</sup>
46	2027m <sup>2</sup>

STAGE 1 / 1-23  
TOTAL 7.793ha

LOT	AREAS
1	9867m <sup>2</sup>
2	2127m <sup>2</sup>
3	2247m <sup>2</sup>
4	2137m <sup>2</sup>
5	2064m <sup>2</sup>
6	2082m <sup>2</sup>
7	2123m <sup>2</sup>
8	2040m <sup>2</sup>
9	2052m <sup>2</sup>
10	2052m <sup>2</sup>
11	2277m <sup>2</sup>
12	2233m <sup>2</sup>
13	2064m <sup>2</sup>
14	2130m <sup>2</sup>
15	2029m <sup>2</sup>
16	2049m <sup>2</sup>
17	2449m <sup>2</sup>
18	2449m <sup>2</sup>
19	2449m <sup>2</sup>
20	2449m <sup>2</sup>
21	2449m <sup>2</sup>
22	2449m <sup>2</sup>
23	2449m <sup>2</sup>



PROPOSED ACCESS PLACE

BUILDING ENVELOPE - STREET SETBACKS 5m  
AND EACH ENVELOPE IS IN EXCESS OF 1100m<sup>2</sup>

C.P. COMMON PROPERTY - A WATER STORAGE DAM AND PUMP STATION WILL BE ESTABLISH AND  
CONTROLLED BY THE OWNERS CORPORATION TO SUPPLY UNTREATED WATER TO ALL LOTS

LAND MANAGEMENT SURVEYS

(SHEPPARTON) P/L

**LMS**

PLAN • SURVEY • ENGINEER

Email: shepparton@landman.com.au

577 Wyndham St.  
IPO Box 4161  
Shepparton, Vic. 3630  
Tel (03) 5621 9600  
Fax (03) 5631 2035

NOTES (a) - (b) SEE SHEET 1

PROPOSED  
PLAN OF SUBDIVISION

COUNTY RODNEY  
PARISH OF TOOLAMBA  
CROWN ALLOTMENT 119 & 119A (PARTS)  
SECTION  
TITLE: C/T VOL 9293 FOL 478  
TITLE: LOT 1 ON PS123911

SURVEYORS REF:

4999

Sheet 2 of 2 Sheets

SCALE

1:2000

SHEET

A3

CLIENT: MELKI FARM PTY. LTD.  
65 FERGUSON ROAD  
TATURA, VIC. 3616

MEASUREMENTS AND AREAS ARE APPROXIMATE  
ONLY AND ARE SUBJECT TO SURVEY.  
LENGTHS ARE IN METRES.

P15

DRAFTED BY: A.F.B.

4999 Proposed Plan V13 115 Ferguson Road

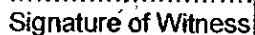
**AQ844531Y**

21/03/2018 \$94.60 173



**Mortgagee Consent**

National Australia Bank Ltd as Mortgagee under Mortgage no. AG640481L which encumbers that part of the Land contained in certificates of title volume 11381 folio 552 and 11381 folio 551 consents to the Owner of the Land entering into this Agreement.



**AQ844531Y**

21/03/2018 \$94.60 173



**Registered Leasholder Consent**

Goulburn-Murray Rural Water Authority as Leasehold Interest Holder under registered Lease as to part no. AB490126J which encumbers that part of the Land contained in certificate of title volume 11381 folio 552 consents to the Owner of the Land entering into this Agreement.

GOULBURN-MURRAY  
**WATER**



**AQ844531Y**

21/03/2018

\$94.60

173



Our Ref: CSC-17-00071; #4558728

8 February 2018

Land Registry Services  
Land Use Victoria  
GPO Box 527  
MELBOURNE VIC 3001

Dear Sir/Madam

**Goulburn-Murray Rural Water Corporation**  
**Section 173 Agreement – Greater Shepparton City Council and Melki Farm Pty Ltd**  
**Subject Land: 65 – 85 Ferguson Road Tatura Victoria 3616**

Goulburn-Murray Rural Water Corporation being the Lessee under registered Lease No. AB490126J which encumbers that part of the land contained in Certificate of Title Volume 11381 Folio 552 hereby consents to MELKI FARM PTY LTD entering into this Section 173 Agreement.

Yours sincerely

Sharon Clement  
PROPERTY MANAGER (Water Storage Delivery)  
Property Services



# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

Produced 27/01/2022 10:29:39 AM

Status	Registered	Dealing Number	AV136727L
Date and Time Lodged	15/12/2021 10:50:08 AM		

### Lodger Details

Lodger Code	22012S
Name	CROW LEGAL
Address	
Lodger Box	
Phone	
Email	
Reference	20338 GSCC Melki Far

## 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

12348/980

### Instrument and/or legislation

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

### Applicant(s)

Name	GREATER SHEPPARTON CITY COUNCIL
Address	
Street Number	90
Street Name	WELSFORD
Street Type	STREET
Locality	SHEPPARTON
State	VIC
Postcode	3630

### Additional Details



# Department of Environment, Land, Water & Planning

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## Electronic Instrument Statement

Refer Image Instrument

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

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### 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 legislation and any Prescribed Requirement.

Executed on behalf of	GREATER SHEPPARTON CITY COUNCIL
Signer Name	ROBERT MURRAY CROW
Signer Organisation	CROW LEGAL PTY LTD
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	15 DECEMBER 2021

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### File Notes:

NIL

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

Statement End.

# Imaged Document Cover Sheet

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Document Assembled	

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**Section 173 Agreement**

**Greater Shepparton City Council and Melki Farm Pty Ltd**

DATED:

29<sup>th</sup> April 2021

**GREATER SHEPPARTON CITY COUNCIL**

- and -

**MELKI FARM PTY LTD ACN 134 962 806**

---

**SECTION 173 AGREEMENT**

---

CROW LEGAL PTY LTD  
Suite 1 / 4 Welsford Street  
Shepparton VIC 3630  
PO Box 905  
Shepparton VIC 3632  
DX 63023 Shepparton  
Ph: (03) 5849 1600  
Fax: (03) 5849 1601  
Our Ref: RMC:CLD:20338

**Section 173 Agreement**

**Greater Shepparton City Council and Melki Farm Pty Ltd**

**THIS AGREEMENT** is made the 29<sup>th</sup> day of April 2021.

**BETWEEN**

**THE GREATER SHEPPARTON CITY COUNCIL**

of 90 Welsford Street, Shepparton in the State of Victoria

**("the Council")**

- and -

**MELKI FARM PTY LTD ACN 134 962 806**

of 85 Ferguson Road, Tatura, VIC 3616 in the State of Victoria

**("the Owner")**

**BACKGROUND:**

- A. The Council is the responsible authority pursuant to the Planning & Environment Act 1987 ("**the Act**") administering the Greater Shepparton Planning Scheme ("**the Scheme**").
- B. The Owner is the registered proprietor of land described in Certificate of Title Volume 12249 Folio 782 situated at Ferguson Road Tatura in the State of Victoria ("**the Land**")
- C. The Owner applied to the Council for a planning permit for a staged multi-lot subdivision in two stages in accordance with a Plans submitted with the application ("**the Plans**"). The Council has granted the application on certain terms and conditions contained in Planning Permit Number 2016-118/A(AMENDED) ("**the Permit**"). The Plans, endorsed by Council, form part of the Permit.
- D. The Permit includes the following condition;

**"Road works to be completed"**

*Road and intersection works are to be completed to the satisfaction of the responsible authority and in accordance with detailed construction plans and specifications prepared by a suitably qualified person submitted to and approved by the responsible authority. Works are to be completed prior to a Statement of Compliance as outlined below.*

...

**Johnstone Road – Internal Access Road Intersection**

**Treatment**

- A 6.2 metre carriageway with 1.5 metre shoulders in a 20 metre reservation extending west to include the upgrading of the existing 100 metre section of narrow seal;
- A roundabout at its intersection with the north-south collector road in the development, and a Type BAR treatment at the minor access to Stage 1
- Construction of Type CHR(s) short channelised right turn and basic Type BAL left turn treatments in Dhurringile Road, including the relocation of the power pole opposite the Johnstone Road intersection and provision of street lighting.
- Culverts or other agreed treatment on Johnstone Road and the North South Internal Road where the Road crosses the Urban Floodway Zone.

**Timing**

- Works to be completed prior to Statement of Compliance of Stage 2 of the Low Density Residential Subdivision."
- E. The Owner now wishes to proceed with Stage 2 of the multi-lot subdivision which will subdivide the Land into 24 Low Density Residential lots and one residual lot ("the Residual Land") which the Owner intends to further subdivide in the future, subject to obtaining a further Planning Permit from the Council to allow that further subdivision.
- F. Part of the works to Johnstone Road referred to in Condition 7 of the Permit, as set out in Recital E, apply to that part of Johnstone Road located immediately to the west of the Land, between the western boundary of the Land and Dhurringile Road. The Owner has requested the Council to defer the requirement under the Permit to carry out the required works to that part of Johnstone Road until prior to the issue of a Statement of Compliance for Stage 3 of the development, being the first stage of the subdivision of the Residual Land.
- G. It is also currently a requirement under the Permit that, as part of the treatment of that part of Johnstone Road that is within Stage 2 of the development, the footpath must be constructed on both the southern and northern sides of Johnstone Road. The Owner has requested Council to defer the requirement to construct the footpath on the northern side of Johnstone Road only until prior to the issue of a Statement of Compliance for Stage 3 of the development, being the first stage of the subdivision of the Residual Land.
- H. The Council has acceded to those requests, subject to the Owner entering into this Agreement with Council setting out the terms and conditions of these arrangements, and to this Agreement being registered on the title to the Residual Land.

**IT IS AGREED:**

**Commencement of Agreement**

1. This agreement shall come into effect immediately it is executed by the parties.

**Section 173 Agreement**

**Greater Shepparton City Council and Melki Farm Pty Ltd**

**Terms of the Agreement**

2. The parties agree and acknowledge;
- a. that the works which the Owner is required to complete to the section of Johnstone Road between the western boundary of the Land and Dhurringile Road, pursuant to Condition 7 of the Permit, and
  - b. the construction of the footpath on the northern side of Johnstone Road within Stage 2 of the development, which was required to be completed prior to the issue of a Statement of Compliance for Stage 2 of the development,
- are now both deferred and must now be completed by the Owner prior to the issue of a Statement of Compliance for the first stage of the subdivision of the Residual Land, or within 12 months of the date of this Agreement, whichever date shall first occur.

**Covenants and Registration**

3. The Owner acknowledges that this Agreement is entered into pursuant to Section 173 of the Act and that the obligations and responsibilities which it has assumed under this Agreement on behalf of the owner and/or occupier of the Residual Land for the time being will take effect as separate and severable covenants which will be annexed to and run with the Residual Land pursuant to Section 182 of the Act or otherwise at law or in equity to bind the Owner and each successor, assignee or transferee of the Owner and the registered proprietor or proprietors for the time being of all and every part of the Residual Land.
4. The Owner acknowledges that following execution of this Agreement the Council will forthwith make application pursuant to Section 181 of the Act to register this agreement under the *Transfer of Land Act 1958*, against the title to the Residual Land, with the intention that the covenants contained in this Agreement will run with the Residual Land and that the Council will have the power to enforce those covenants against any person subsequently deriving title to the Residual Land from the Owner.
5. The Owner acknowledges and covenants that:
  - (a) it is the registered proprietor and beneficial owner of the Residual Land;
  - (b) there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Residual Land other than those disclosed by the usual searches or notified to the Council; and
  - (c) it will not sell, transfer, dispose, assign, mortgage or part with possession of the Residual Land or any part thereof, without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

**Legal Costs and Expenses**

6. The Owner agrees to forthwith pay on demand 50% of all legal costs and disbursements reasonably incurred by the Council in relation to the preparation, execution and registration of this Agreement (with the Council paying the other 50% of those costs), and the Owner also agrees to pay on demand all legal costs and

**Section 173 Agreement**

**Greater Shepparton City Council and Melki Farm Pty Ltd**

disbursements reasonably incurred by the Council in relation to any subsequent amendment, variation or cancellation of this Agreement.

**Default**

7. In the event that the Owner defaults or fails to perform any of its obligations under this Agreement and such default or failure is not remedied by the Owner within 14 days after receipt of notice from the Council requiring such default to be remedied, then the Council may without further notice and without prejudice to any other remedies it may have, enter the Owner's property and rectify such default or failure, and in those circumstances the reasonable costs so incurred by Council shall be payable by the Owner to Council on demand, and if not paid shall be capable of recovery by Council in any Court of competent jurisdiction as a civil debt. A certificate signed by the Chief Executive Officer of the Council shall be prima facie proof of the cost of remedying such defaults or failure.

**Termination of Agreement**

8. This Agreement ends when the Owner has complied with its obligations under this Agreement, or earlier by mutual agreement between the parties.
9. As soon as reasonably practicable after the Agreement has ended, the Council must, at the request and at the cost of the Owner, apply to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement as to the Land, on the Register.

DATED the 29<sup>th</sup> day of April 2021

THE COMMON SEAL of the GREATER SHEPPARTON CITY COUNCIL was affixed on this 29<sup>th</sup> April 2021 in the presence of the Chief Executive Officer being a delegated officer pursuant to Local Law No 2 of the Council.



CHIEF EXECUTIVE OFFICER  
PETER ANDREW HARRIOTT

EXECUTED in accordance with Section 127 (1) of the Corporations Act 2001 by  
MELKI FARM PTY LTD ACN 134 962 806

Director (signature)

Name of Director (print)

Director (signature)

Name of Director (print)

# PLANNING PERMIT

**PERMIT NO:** 2016-118/D(AMENDED)

**PLANNING SCHEME:** GREATER SHEPPARTON PLANNING SCHEME

**RESPONSIBLE AUTHORITY:** GREATER SHEPPARTON CITY COUNCIL

**ADDRESS OF THE LAND:** 65-85 Ferguson Road and 895 Pyke Road  
TATURA VIC 3616

**THE PERMIT ALLOWS:** A staged multi-lot subdivision in the Low Density Residential Zone, Urban Floodway Zone, Rural Living Zone, Land Subject to Inundation Overlay, use of land for a road and Utility Installation in the Urban Floodway Zone, removal of a channel easement, E-1 on PS745754Q and Section 37(8) of the Subdivision Act 1988 text plan to remove lot S2 PS804091N from the staging in accordance with the endorsed Plans forming part of this Permit.

## THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

-----

### 1. Amended Plans Required

Before certification of any plan of subdivision, plans to the satisfaction of the responsible authority must be submitted to and approved by the responsible authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions must be provided. Such plans must be generally in accordance with the plan submitted with the application but modified to show:

- a) The removal of access from Ferguson Road and other services for lot 1 located in reserve 2 in the Low Density Residential Subdivision from Ferguson Road;
- b) Access points to lot 3 and 15 in the Low Density Residential Subdivision from the internal road, not Ferguson Road;
- c) The location of the shared paths in accordance with the approved concept plan in Schedule 21 to the Development Plan Overlay of the Greater Shepparton Planning Scheme.
- d) The provision of a rural type (ring-lock) fence on the northern and eastern boundaries of reserve 2 and on the western boundary of lots 1, 11, 12, 46, 45, 44, 43, 42 and 41 where not affected by the Urban Floodway Zone.
- e) The boundary fencing of Reserve 1 with rural type post and wire fencing where it is to abut private land.
- f) The location of bin pads on the main north-south connector road for lot 5 and 6.

- g) Evidence that the part of the area of proposed common property is not totally located in the Urban Floodway Zone.

All works shown on the endorsed plans must be constructed prior to the issue of Statement of Compliance for the relevant stage.

**2. Layout Not Altered**

The use of the land for a road in the Urban Floodway Zone and subdivision as shown on the endorsed plans must not be altered without the written consent of the responsible authority.

**3. Section 173 Agreement**

Before the issue of a Statement of Compliance for each stage, the owner must enter into an agreement with the responsible authority, pursuant to Section 173 of the *Planning and Environment Act 1987*. This agreement must be registered on the title to the land pursuant to Section 181 of the *Planning and Environment Act 1987*. The owner must pay the reasonable costs of the preparation, execution and registration of the section 173 agreement. The agreement must provide that:

Low Density Residential Zone Subdivision

- a) That the owner acknowledges and accepts the possibility of nuisance from adjoining agricultural operations including animal husbandry, spray drift, agricultural machinery use, pumps, trucks and associated hours of operation.
- b) That Council will not take any responsibility for the rural water supply to be provided to lots including any infrastructure placed within public reserves or roads.
- c) No vehicle access for lots 3 and 15 will be permitted to Ferguson Road.
- d) Garbage shall only be collected from the main roads and will not be collected from the small access places (i.e. lots 5 and 6).

Rural Water Storage and Delivery

The owners and occupiers agrees and acknowledges that:

- a) They will be wholly responsible for all maintenance of the water storage and associated infrastructure
- b) The water storage constructed on the land is to be maintained to a standard so as to minimise the risk of algal blooms or the like, and if any such outbreak occurs, the owner must, without delay, implement measures to treat the algal blooms to the satisfaction of the relevant authority
- c) The water storage and associated infrastructure is at all times to remain private and it must not:
  - Become dedicated for public use now or in the future

- Be vested in Council
  - Become Council's responsibility in respect of its ongoing care and management
- d) They will agree to indemnify and hold harmless the Council its servants and agents, and each of them in connection with all claims resulting from damage, loss, death or injury whatsoever which may otherwise be brought or made or claimed against the Council in respect of the construction, existence and/or use of the water storage and associated infrastructure.

The said agreement is to be prepared by Council. Council will undertake to have the agreement prepared upon written notification from the applicant. All costs associated with the preparation and registration of the agreement shall be borne by the applicant including Council's administration fee. All fees associated with the documentation must be fully paid prior to execution and registration of the document by Council.

#### **4. Drainage Discharge Plan**

Before the certification of the plan of subdivision for each stage, a drainage plan with computations prepared by a suitably qualified person to the satisfaction of the responsible authority must be submitted to and approved by the responsible authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and a minimum of two copies (or as specified) must be provided. The plans must be in accordance with Council's Infrastructure Design Manual and include:

- a) how the land will be drained;
- b) incorporation of water sensitive urban design in accordance with the "Urban Stormwater Best Practice Environmental Management Guidelines" 1999;
- c) provision of an electronic copy of the MUSIC model (or equivalent) demonstrating achievement of the required reduction of pollutant removal;
- d) details of how the runoff from the land is to be retarded;
- e) a point of discharge and independent drainage of each lot;
- f) computations including total energy line and hydraulic grade line for the existing and proposed drainage as directed by the responsible authority;
- g) details of overland flow paths;
- h) detailed design of the pump station and rising main.

Before the issue of statement of compliance for each stage, the works as shown on the endorsed drainage plan must be completed to the satisfaction of the responsible authority.

Before the issue of statement of compliance for stage 3B, the pump station and rising main as shown on the endorsed drainage plan must be completed to the satisfaction of the responsible authority.



## 5. **Detailed Construction Plan**

Before any road, drainage or landscaping works associated with the development or subdivision start, detailed construction plans to the satisfaction of the responsible authority must be submitted to and approved by the responsible authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must include:

### Low Density Zoned Land

- a) fully sealed pavement with kerb and channel, with barrier kerb on connector roads and abutting reserves
- b) concrete footpaths on one side of the road (2.5 metre wide shared paths on collector road and 1.5 metre wide on all other roads)
- c) shared path plans
- d) water sensitive urban design features
- e) underground drains
- f) site grading from the rear to the frontage of each lot
- g) silt and erosion control measures
- h) services and street lights
- i) shoulder widening along the land's entire southern boundary to Ferguson Road and marking for a bike lane

All road, drainage and landscaping works must be constructed in accordance with the endorsed plans.

Before the issue of the statement of compliance for each stage all works as shown on the endorsed construction plans must be completed to the satisfaction of the responsible authority.

## 6. **Construction of Works**

Before the Statement of Compliance is issued for the relevant stage under the *Subdivision Act 1988*, the owner must construct and complete road works, drainage and other civil works, in accordance with endorsed plans and specifications approved by the responsible authority and in accordance with the Infrastructure Design Manual. Road works, drainage and other civil works to be constructed must include:

- a) street and drainage in accordance with the approved construction drawings;
- b) landscaping in accordance with the approved landscape plans;
- c) construction of shared paths and footpaths
- d) underground drainage;
- e) underground conduits for water, gas, electricity and telephone;
- f) intersection and traffic control/mitigation measures;

- g) street lighting and signage;
- h) high stability permanent survey marks;
- i) culvert crossings for internal roads where crossings of floodways area required in accordance with the concept plan incorporated at Schedule 22 of the Development Plan Overlay of the Greater Shepparton Planning Scheme

to the satisfaction of the responsible authority.

Before the issue of statement of compliance for stage 3B, the 5.244ha reserve must be constructed in accordance with the endorsed plans and the land vested to the Council on the plan of subdivision.

#### Supervision Fees

Before the statement of compliance for each stage, the owner must make a payment comprising up to 2.5% of the value of the works, to the Responsible Authority being the costs of the Responsible Authority in supervising the works on the land.

#### Plan Checking Fee

Before the statement of compliance for each stage, the owner must make a payment comprising 0.75% of the value of the documented works to the Responsible Authority, for the checking of the engineering design of the works.

### **7. Road works to be completed**

Road and intersection works are to be completed to the satisfaction of the responsible authority and in accordance with detailed construction plans and specifications prepared by a suitably qualified person submitted to and approved by the responsible authority. Works are to be completed prior to a Statement of Compliance as outlined below.

#### **Ferguson Road – Internal Access Road Intersection**

##### **Treatment**

- Basic Type BAL left turn treatment and a channelised Type CHR right turn lane in Ferguson Road.
- Relocation of the existing bus stop and bus shelter within the vicinity of the intersection
- Vehicle speed signage to be installed to the satisfaction of Vicroads.

##### **Timing**

- Works to be completed prior to Statement of Compliance of Stage 1 of the Low Density Residential Subdivision.

### **Johnstone Road – Internal Access Road Intersection**

#### **Treatment**

- A 6.2 metre carriageway with 1.5 metre shoulders in a 20 metre reservation extending west to include the upgrading of the existing 100 metre section of narrow seal;
- A roundabout at its intersection with the north-south collector road in the development, and a Type BAR treatment at the minor access to Stage 1
- Construction of Type CHR(s) short channelised right turn and basic Type BAL left turn treatments in Dhurringile Road, including relocation of the power pole opposite the Johnstone Road intersection and provision of street lighting.
- Culverts or other agreed treatment on Johnstone Road and the North South Internal Road where the Road crosses the Urban Floodway Zone.
- Footpath on the northern side of Johnstone Road.

#### **Timing**

- Works to be completed prior to Statement of Compliance of Stage 3A of the Low Density Residential Subdivision.

### **8. Landscape Plan**

A satisfactory landscaping master plan for the whole of the subject land must be submitted to and approved by the responsible authority, prior to the certification of the plan of subdivision for Stage 3B of the Low Density Subdivision. An endorsed copy of the plan must form part of this permit. The submitted plan must include;

- a) a survey of all existing vegetation and natural features showing plants (over 2.0 metres in height) to be removed and retained.
- b) include a schedule of all proposed trees, shrubs and ground cover, which will include the location, number and size at maturity of all plants, the botanical names of such plants and the location of all areas to be covered by grass, lawn or other surface materials as specified in the nature strips and parkland areas
- c) detailed design on the park area within the 5.244ha reserve including the provision of a playground
- d) the method of preparing, draining, watering and maintaining the landscaped areas
- e) the weed management program
- f) show all landscaped areas proposed to be used for stormwater retardation.
- g) show a permanent screen of trees and shrubs with a minimum of two rows using a mixture of local trees and understorey species along Pyke Road in the area set aside as reserve.
- h) The retention of existing trees where possible

All species selected must be to the satisfaction of the responsible authority.

The landscape plan must also indicate that an in-ground irrigation system is to be provided to all landscaped areas forming public reserves.

All trees planted as part of the landscape works must be a minimum height of 1.2 metres at the time of planting.

Before the statement of compliance for the relevant stage is issued or by such a later date as is approved by the responsible authority in writing, landscaping works shown on the endorsed plan must be carried out and completed to the satisfaction of the responsible authority.

Before the issue of a statement of compliance for stage 3B, the landscaping of the public park and surrounds of the drainage basin must be completed as shown on the endorsed landscape plans to the satisfaction of the responsible authority.

**9. Provision of Services Underground**

Before the issue of Statement of Compliance for each stage, reticulated water, sewerage and electricity must be available to the satisfaction of the responsible authority.

Before the issue of Statement of Compliance for each stage, all reticulated services including telecommunications infrastructure shall be under grounded. Where possible all services are to be provided within common trenches.

**10. Boundary Fencing**

Before the statement of compliance for stage 3B, a 1.95m high colourbond fence must be constructed across the rear of lots 77 – 79.

The cost of such fencing shall be borne by the developer unless otherwise agreed by the parties to the satisfaction of the responsible authority.

**11. Subdivision Development**

**Form 13**

Before a Statement of Compliance is issued under the *Subdivision Act 1988* by the Responsible Authority the owner must provide a completed Form 13.

**Other Matters**

Before a Statement of Compliance is issued under the *Subdivision Act 1988* the owner must provide to the satisfaction of the Responsible Authority

- a) issue of a Final Completion Certificate by Council's Engineering Section, for the acceptance of street construction, site grading, etc;
- b) street name plates or payment in this respect;

- c) permanent survey/bench marks;
- d) electrical power and lighting by underground cables in all Courts and Streets that do not command a high voltage supply or steel or concrete poles for public street lighting, where underground electrical cables are provided;
- e) fire plugs in accordance with the Country Fire Authority Requirements (generally at a maximum spacing of 120 metres), at the subdivider's expense;
- f) payment of a bond, to be held by the responsible authority, to ensure that all landscaping works in new streets and new parkland reserves are maintained to the satisfaction of the Responsible Authority for a period of twelve (12) months after which the Responsible Authority would assume responsibility for maintenance;
- g) a water supply/tapping commercial quality (including a water meter) to each area of parkland in the subdivision;
- h) an assets statement for each street.
- i) full set of 'as constructed' digitised construction plans for roads and drainage
- j) a certified plan showing the extent and depth of fill in excess of 300 mm placed on any of the allotments.

## **12. Construction Phase**

Before the development starts, a construction management plan shall be submitted to and approved by the responsible authority. The plan must detail measures to be employed for the effective management of matters including, mud on roads, dust generation and erosion and sediment control on the land, during the construction phase. When approved the plan will be endorsed and form part of the permit. The construction management plan must provide contact details of the site manager.

During the construction of buildings and/or works approved by this permit, measures must be employed to minimise mud, crushed rock or other debris being carried onto public roads and/or footpaths from the land, to the satisfaction of the responsible authority.

Dust suppression must be undertaken to ensure that dust caused on the land does not cause a nuisance to neighbouring land to the satisfaction of the responsible authority.

## **13. Street/Road Name Allocation**

Before the plan of subdivision is certified under the Subdivision Act 1988, the owner must lodge an application to the Council's Street Naming Committee for the approval of any street names and street numbers on the plan of subdivision.

**14. Goulburn Broken Catchment Management Authority Requirements**

Road crown levels shall be no lower than 112.8 metres AHD that crosses the depression as indicated by the Land Subject to Inundation Overlay and Urban Floodway Zone in the Greater Shepparton Planning Scheme.

**15. APA**

- a) Easements in favor of "Australian Gas Networks (VIC) Pty Ltd" must be created on the plan to the satisfaction of APT.
- b) The plan of subdivision submitted for certification must be referred to APT O&M Services Pty Ltd, in accordance with Section 8 of the Subdivision Act 1988.

**16. Country Fire Authority Requirements**

**Hydrants**

Prior to the issue of a Statement of Compliance under the *Subdivision Act 1988* the following requirements must be met to the satisfaction of the CFA:

- a) Above or below ground operable hydrants must be provided. The maximum distance between these hydrants and the rear of all building envelopes (or in the absence of building envelopes, the rear of the lots) must be 120 metres and the hydrants must be no more than 200 metres apart. These distances must be measured around lot boundaries.
- b) The hydrants must be identified with marker posts and road reflectors as applicable to the satisfaction of the Country Fire Authority.

Note – CFA's requirements for identification of hydrants are specified in 'Identification of Street Hydrants for Firefighting Purposes' available under publications on the CFA web site ([www.cfa.vic.gov.au](http://www.cfa.vic.gov.au))

**Roads**

Roads must be constructed to a standard so that they are accessible in all *weather* conditions and capable of accommodating a vehicle of 15 tonnes for the trafficable road width.

- c) The average grade must be no more than 1 in 7 (14.4%) (8.1 degrees) with a maximum of no more than 1 in 5 (20%) (11.3 degrees) for no more than 50 meters. Dips must have no more than a 1 in 8 (12%) (7.1 degree) entry and exit angle.
- d) Curves must have a minimum inner radius of 10 metres.
- e) Roads must have a minimum trafficable width of:
  - 5.5m if parking is prohibited on one or both sides of the road,
  - 7.3m where parking is allowable on both sides of the road.
- f) Provision shall be made at the end of all dead-end streets greater than 60m in length (whether or not created by staged construction) for turning a design vehicle to the satisfaction of the Responsible Authority.

**17. Goulburn Murray Water Requirements**

- a) Any Plan of Subdivision lodged for certification must be referred to Goulburn-Murray Rural Water Corporation pursuant to Section 8(1)(a) of the Subdivision Act.
- b) All works within the subdivision must be done in accordance with EPA Publication 960 "Doing It Right on Subdivisions, Temporary Environmental Protection Measures for Subdivision Construction Sites", September 2004.
- c) Should water supply be required to the new lot(s) created by subdivision, the Plan of Subdivision submitted for Certification must show appropriate water supply easement(s). Unless it can be demonstrated to Goulburn Murray Water's reasonable satisfaction the means by which the new lot(s) have access to water or in which an easement is not required.
- d) Prior to Statement of Compliance being issued, for subdivision of property holding delivery shares the applicant must either:
  - make application to Goulburn Murray Water pursuant to sections 224 and 229 of the Water Act 1989 to: terminate or transfer the delivery shares in relation to the property; make a declaration that the property cease to be a serviced property (to effect excision from the district); or alternatively
  - demonstrate to Goulburn Murray Water reasonable satisfaction the means by which a Goulburn Murray Water water supply will be metered and delivered to the lots created by the subdivision in accordance with Section 244 of the Water Act 1989, bearing in mind requirements for water use licences and annual use limits.
- e) Council shall take responsibility for all drainage from the subdivision. The development area is to be added to the Council's Special Charge for drainage. The developer is required to obtain a letter from Council confirming their agreement to this, prior to the Issue of Statement of Compliance.
- f) Each lot must be provided connection to the reticulated sewerage system in accordance with the requirements of the relevant urban water authority.

**Planning Note**

Any enquiries or applications regarding access to water for the proposal should be made to Goulburn-Murray Water by calling 1800 013 357. The procurement of water for the proposal is the responsibility of the applicant and not addressed through the planning permit referrals process.

**18. Goulburn Valley Region Water Corporation Requirements**

- a) Payment of new customer contribution charges for water supply to the development, such amount being determined by the Corporation at the time of payment;
- b) Provision of a reticulated water supply and associated construction works to each allotment within the development, at the developer's expense, in



accordance with standards of construction adopted by and to the satisfaction of the Goulburn Valley Region Water Corporation;

- c) Payment of new customer contributions charges for sewerage services to the development, such amount being determined by the Corporation at the time of payment;
- d) Provision of reticulated sewerage and associated construction works to each allotment within the development, at the developer's expense, in accordance with standards of construction adopted by and to the satisfaction of the Goulburn Valley Region Water Corporation; (The works may include, but not be limited to the construction of a sewerage pumping station, rising mains and gravity mains);
- e) Provision of easements in favour of the Goulburn Valley Region Water Corporation over all existing and proposed sewer mains located within private property;
- f) The operator under this permit shall be obliged to enter into an Agreement with Goulburn Valley Region Water Corporation relating to the design and construction of any sewerage or water works required. The form of such Agreement shall be to the satisfaction of Goulburn Valley Water. A copy of the format of the Agreement will be provided on request;
- g) The plan of subdivision lodged for certification is to be referred to the Goulburn Valley Region Water Corporation pursuant to Section 8(1) of the Subdivision Act, 1988.

#### **19. Powercor Requirements**

- a) The plan of subdivision submitted for certification under the Subdivision Act 1988 shall be referred to the Distributor in accordance with Section 8 of that Act.
- b) The applicant shall provide an electricity supply to all lots in the subdivision in accordance with the Distributor's requirements and standards.

**Notes:** Extension, augmentation or rearrangement of the Distributor's electrical assets may be required to make such supplies available, with the cost of such works generally borne by the applicant.

- c) The applicant shall ensure that existing and proposed buildings and electrical installations on the subject land are compliant with the Victorian Service and Installation Rules (VSIR).

**Notes:** Where electrical works are required to achieve VSIR compliance, a registered electrical contractor must be engaged to undertake such works.

- d) The applicant shall, when required by the Distributor, set aside areas with the subdivision for the purposes of establishing a substation or substations.

**Notes:** Areas set aside for substations will be formalised to the Distributor's requirements under one of the following arrangements:

RESERVES established by the applicant in favour of the Distributor.

SUBSTATION LEASE at nominal rental for a period of 30 years with rights to extend the lease for a further 30 years. The Distributor will register such leases on title by way of a caveat prior to the registration of the plan of subdivision.



- e) The applicant shall establish easements on the subdivision, for all existing Distributor electric lines where easements have not been otherwise provided on the land and for any new powerlines to service the lots or adjust the positioning existing easements.

**Notes:** Existing easements may need to be amended to meet the Distributor's requirements Easements required by the Distributor shall be specified on the subdivision and show the Purpose, Origin and the In Favour of party as follows:

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour Of
	Power Line		Section 88 - Electricity Industry Act 2000	Powercor Australia Ltd

## 20. Telecommunications Referral Condition

The owner of the land must enter into an agreement with:

- A telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in accordance with the provider's requirements and relevant legislation at the time; and
- A suitably qualified person for the provision of fibre ready telecommunication facilities to each lot shown on the endorsed plan in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

Before the issue of a Statement of Compliance for any stage of the subdivision under the Subdivision Act 1988, the owner of the land must provide written confirmation from:

- A telecommunications network or service provider that all lots are connected to or are ready for connection to telecommunications services in accordance with the provider's requirements and relevant legislation at the time; and
- A suitably qualified person that fibre ready telecommunication facilities have been provided in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

## 21. Time for Starting and Completing a Subdivision

This permit will expire if one of the following circumstances applies:

- a) the subdivision is not started (certification) within **two (2)** years of the date of this permit;
- b) the subdivision is not completed (statement of compliance of the final stage) within **eight (8)** years of the date of certification.

**22. No Further Vegetation Removal**

No tree (or other vegetation/ other than those specifically notated on the approved plan(s) as “tree to be removed”) is to be felled, lopped, topped, ring-barked, uprooted, or otherwise wilfully destroyed or removed, without the further written consent of the Responsible Authority.

Before the development commences, approval must be obtained from the responsible authority for the removal of existing street tree(s).

The street tree(s) to be removed must be replaced with an advanced tree(s) (minimum of two metres high at the time of planting), of a species and in a location to the satisfaction of the responsible authority.

**THIS PERMIT HAS BEEN AMENDED AS FOLLOWS:**

Date of Amendment	Brief description of amendment
15 September 2017	<ul style="list-style-type: none"><li>Permit amended to allow the rural water storage to be an easement rather than an owner's corporation. A new Section 173 condition has been included to respond to the changes rural water proposal.</li></ul> <p>GMW conditions varied in accordance with their referral response.</p> <p>Conditions 1(h), 3(e) and 3(a) under Rural Living Subdivision are deleted</p>
27 April 2021	<ul style="list-style-type: none"><li>Permit is amended to include stage 3A and 3B.</li></ul>
12 February 2021	<ul style="list-style-type: none"><li>The permit is amended to delete Johnstone Road road works conditions as these road works will be undertaken in stage 3 of the development</li></ul>
18 August 2021	<ul style="list-style-type: none"><li>Permit amended to revise road layout in stages 3A and 3B of the subdivision</li></ul>

# PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987  
and the Planning and Environment Regulations 2005

## CERTIFICATE REFERENCE NUMBER

812182

## APPLICANT'S NAME & ADDRESS

ZOE CAMPBELL C/- GXS  
MELBOURNE

## VENDOR

MELKI FARM PTY LTD

## PURCHASER

N/A

## REFERENCE

20211510

This certificate is issued for:

LOT S3 PLAN PS745754 ALSO KNOWN AS 30 MAKO DRIVE TATURA  
GREATER SHEPPARTON CITY

The land is covered by the:

GREATER SHEPPARTON PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a
  - and a URBAN FLOODWAY ZONE
  - and a RURAL LIVING ZONE
  - and a FARMING ZONE - SCHEDULE 2
  - and a LOW DENSITY RESIDENTIAL ZONE
- is within a
  - and a SPECIFIC CONTROLS OVERLAY - SCHEDULE 3
  - and a LAND SUBJECT TO INUNDATION OVERLAY
  - and a DEVELOPMENT PLAN OVERLAY - SCHEDULE 22

A detailed definition of the applicable Planning Scheme is available at :  
(<http://planningschemes.dpcd.vic.gov.au/schemes/greatershepparton>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian  
Heritage Register at:  
<http://vhd.heritage.vic.gov.au/>

27 January 2022

**Hon. Richard Wynne MP**  
Minister for Planning

Additional site-specific controls may apply.  
The Planning Scheme Ordinance should be  
checked carefully.

The above information includes all  
amendments to planning scheme maps  
placed on public exhibition up to the date  
of issue of this certificate and which are  
still the subject of active consideration

Copies of Planning Schemes and  
Amendments can be inspected at the  
relevant municipal offices.

LANDATA®  
T: (03) 9102 0402  
E: [landata.enquiries@victorianlrs.com.au](mailto:landata.enquiries@victorianlrs.com.au)

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email [landata.enquiries@victorianlrs.com.au](mailto:landata.enquiries@victorianlrs.com.au)

**Please note: The map is for reference purposes only and does not form part of the certificate.**



### Choose the authoritative Planning Certificate

#### *Why rely on anything less?*

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.  
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.  
Next business day delivery, if further information is required from you.

### Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

# PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 09 February 2022 10:11 AM

## PROPERTY DETAILS

Lot and Plan Number: **Lot A PS745754**  
Address: **895 PYKE ROAD TATURA 3616**  
Standard Parcel Identifier (SPI): **A\PS745754**  
Local Government Area (Council): **GREATER SHEPPARTON**  
Council Property Number: **173486 (Part)**  
Directory Reference: **Vicroads 32 F8**

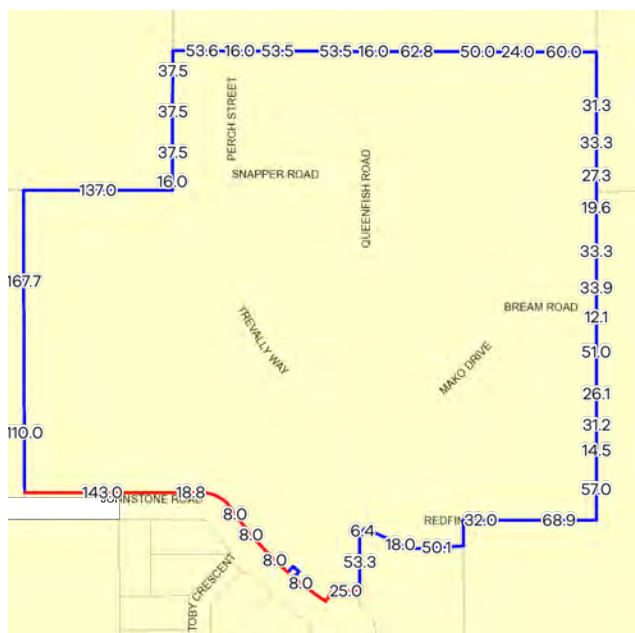
[www.greatershepparton.com.au](http://www.greatershepparton.com.au)

**This parcel is in a designated bushfire prone area.**  
**Special bushfire construction requirements apply. Planning provisions may apply.**

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>

## SITE DIMENSIONS

All dimensions and areas are approximate. They may not agree with those shown on a title or plan.



**Area:** 211743 sq. m (21.17 ha)

**Perimeter:** 2031m

For this property:

— Site boundaries

— Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

51 overlapping dimension labels are not being displayed

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

## PARCEL DETAILS

This is 1 parcel of 4 parcels comprising this property. The parcel searched for is marked with an \* in the table below

Lot/Plan or Crown Description	SPI
Plan CP167176	CP167176
Lot1 PS631794	1\PS631794
* Lot A PS745754	A\PS745754
Lot RES3 PS745754	RES3\PS745754

## UTILITIES

Rural Water Corporation: **Goulburn-Murray Water**  
Urban Water Corporation: **Goulburn Valley Water**  
Melbourne Water: **Outside drainage boundary**  
Power Distributor: **POWERCOR**

## STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**  
Legislative Assembly: **SHEPPARTON**

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## PLANNING INFORMATION

**Planning Zone:** [FARMING ZONE \(FZ\)](#)  
[FARMING ZONE - SCHEDULE 2 \(FZ2\)](#)  
[LOW DENSITY RESIDENTIAL ZONE \(LDRZ\)](#)  
[SCHEDULE TO THE LOW DENSITY RESIDENTIAL ZONE \(LDRZ\)](#)  
[RURAL LIVING ZONE \(RLZ\)](#)  
[SCHEDULE TO THE RURAL LIVING ZONE \(RLZ\)](#)  
[URBAN FLOODWAY ZONE \(UFZ\)](#)  
[SCHEDULE TO THE URBAN FLOODWAY ZONE \(UFZ\)](#)

**Planning Overlay:** [DEVELOPMENT PLAN OVERLAY \(DPO\)](#)  
[DEVELOPMENT PLAN OVERLAY - SCHEDULE 22 \(DPO22\)](#)  
[LAND SUBJECT TO INUNDATION OVERLAY \(LSIO\)](#)  
[LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE \(LSIO\)](#)  
[SPECIFIC CONTROLS OVERLAY \(SCO\)](#)  
[SPECIFIC CONTROLS OVERLAY - SCHEDULE 3 \(SCO3\)](#)

Planning scheme data last updated on 2 February 2022.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

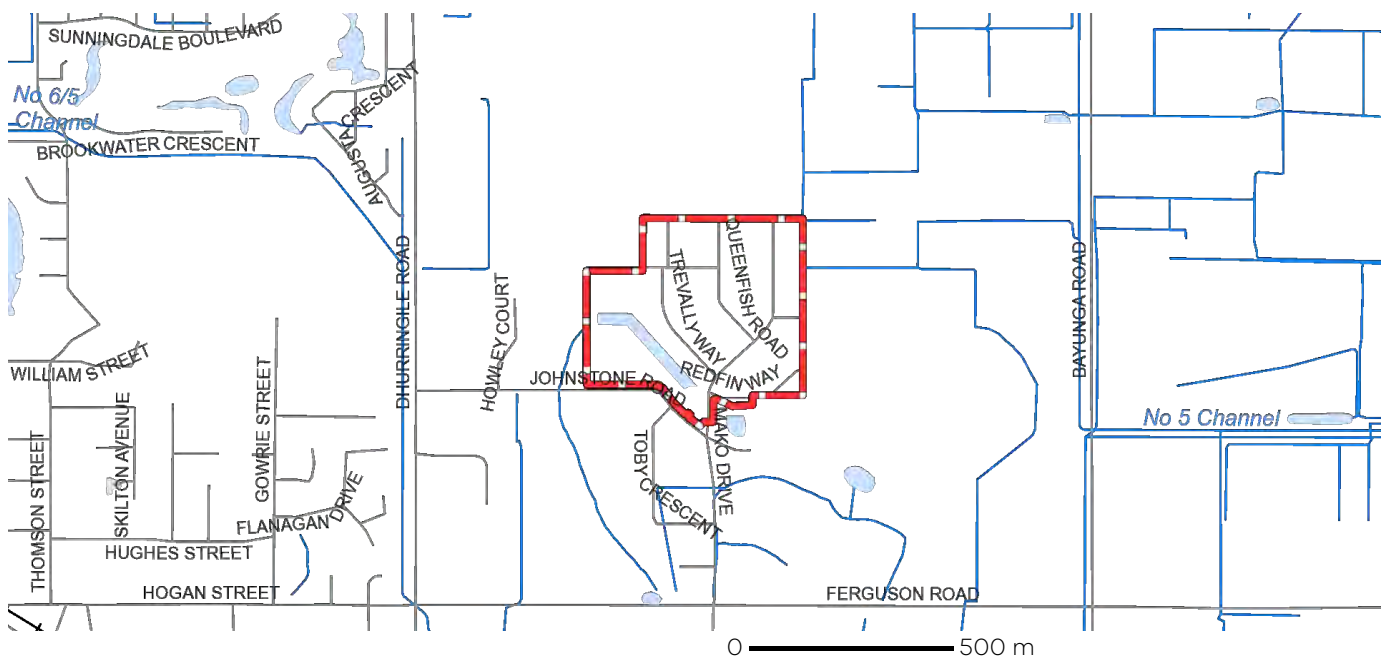
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For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.maps.vic.gov.au/vicplan>

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## Area Map



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# PROPERTY REPORT



**Selected Parcel**



**Railway line**



**Water area**

 **Water course**

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 09 February 2022 10:11 AM

## PROPERTY DETAILS

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Address: **895 PYKE ROAD TATURA 3616**  
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Local Government Area (Council): **GREATER SHEPPARTON**  
Council Property Number: **173486 (Part)**  
Planning Scheme: **Greater Shepparton**  
Directory Reference: **Vicroads 32 F8**

[www.greatershepparton.com.au](http://www.greatershepparton.com.au)

[Planning Scheme - Greater Shepparton](#)

This parcel is one of 4 parcels comprising the property. For full parcel details get the free Property report at [Property Reports](#)

## UTILITIES

Rural Water Corporation: **Goulburn-Murray Water**  
Urban Water Corporation: **Goulburn Valley Water**  
Melbourne Water: **Outside drainage boundary**  
Power Distributor: **POWERCOR**

## STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**  
Legislative Assembly: **SHEPPARTON**

## OTHER

Registered Aboriginal Party: **Yorta Yorta Nation Aboriginal Corporation**

[View location in VicPlan](#)



## Planning Zones

[FARMING ZONE \(FZ\)](#)

[FARMING ZONE - SCHEDULE 2 \(FZ2\)](#)

[LOW DENSITY RESIDENTIAL ZONE \(LDRZ\)](#)

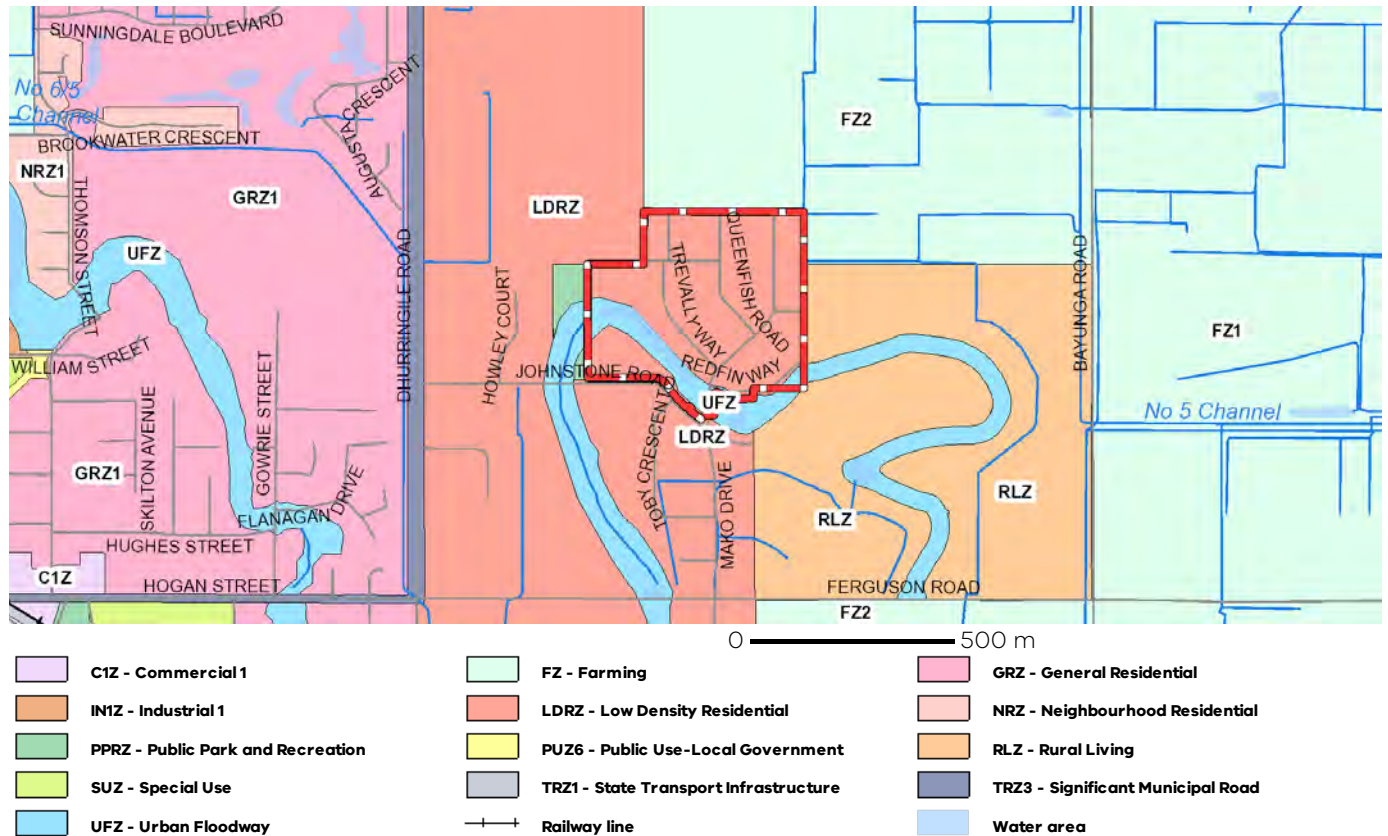
[SCHEDULE TO THE LOW DENSITY RESIDENTIAL ZONE \(LDRZ\)](#)

[RURAL LIVING ZONE \(RLZ\)](#)

[SCHEDULE TO THE RURAL LIVING ZONE \(RLZ\)](#)

[URBAN FLOODWAY ZONE \(UFZ\)](#)

[SCHEDULE TO THE URBAN FLOODWAY ZONE \(UFZ\)](#)

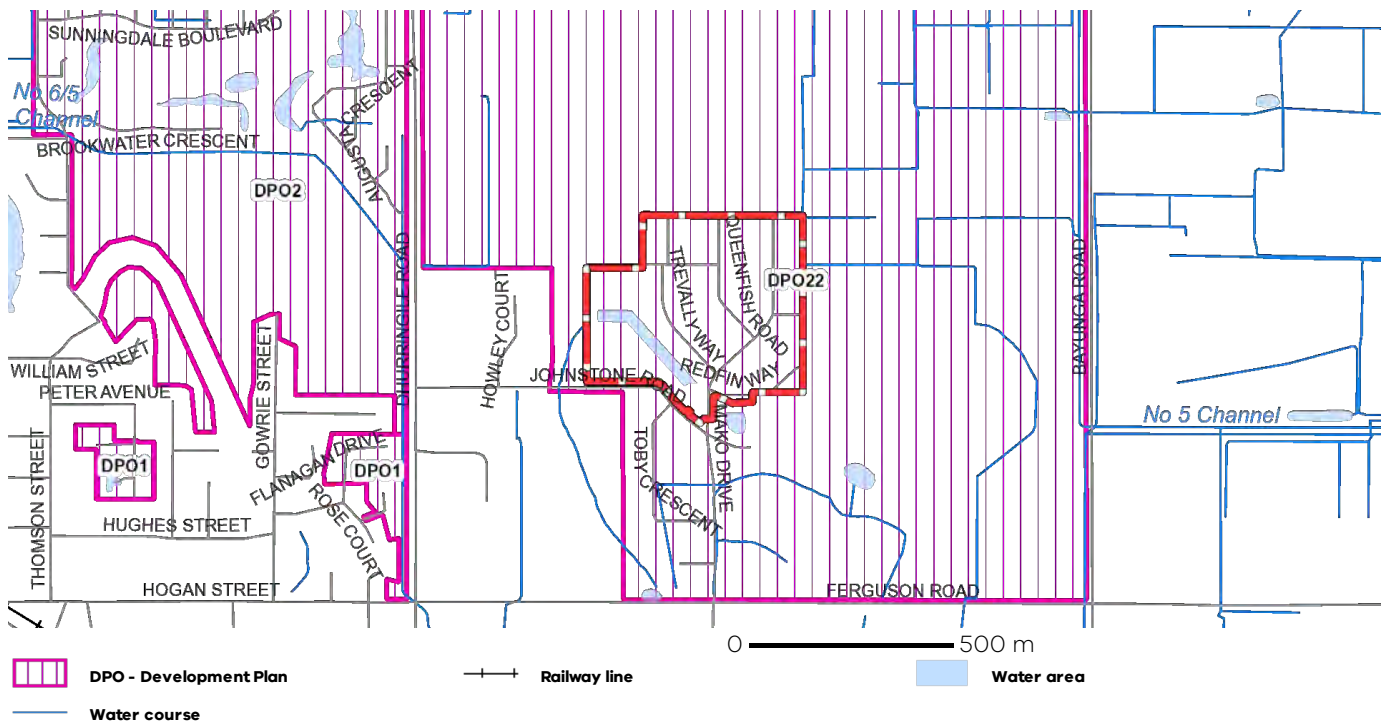


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

## Planning Overlays

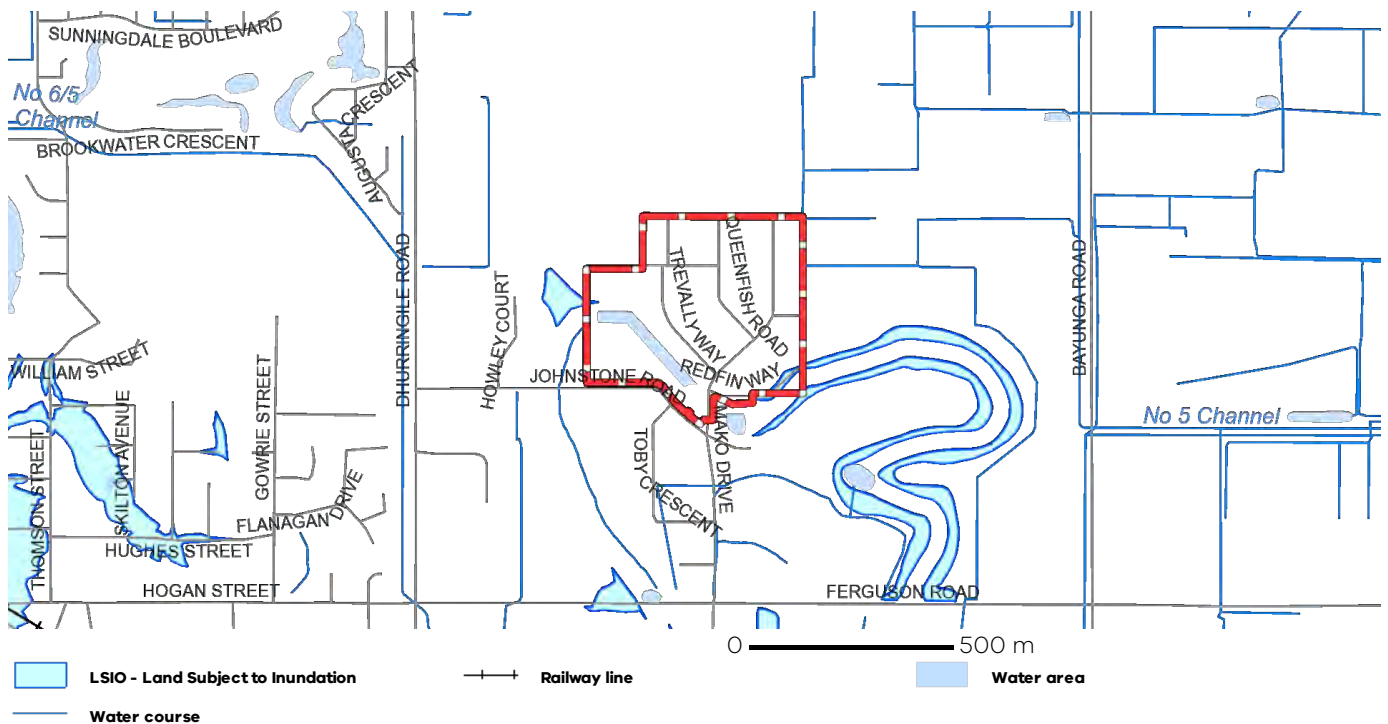
### DEVELOPMENT PLAN OVERLAY (DPO)

#### DEVELOPMENT PLAN OVERLAY - SCHEDULE 22 (DPO22)



### LAND SUBJECT TO INUNDATION OVERLAY (LSIO)

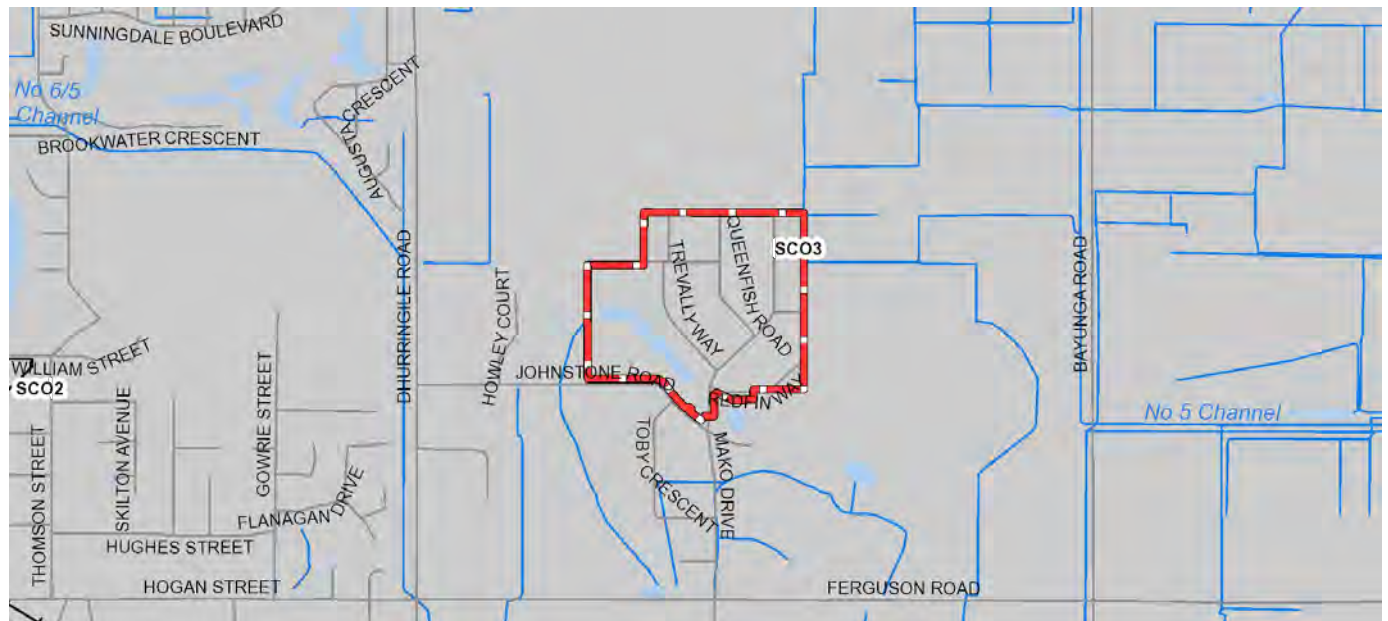
#### LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE (LSIO)



## Planning Overlays

### SPECIFIC CONTROLS OVERLAY (SCO)

### SPECIFIC CONTROLS OVERLAY - SCHEDULE 3 (SCO3)



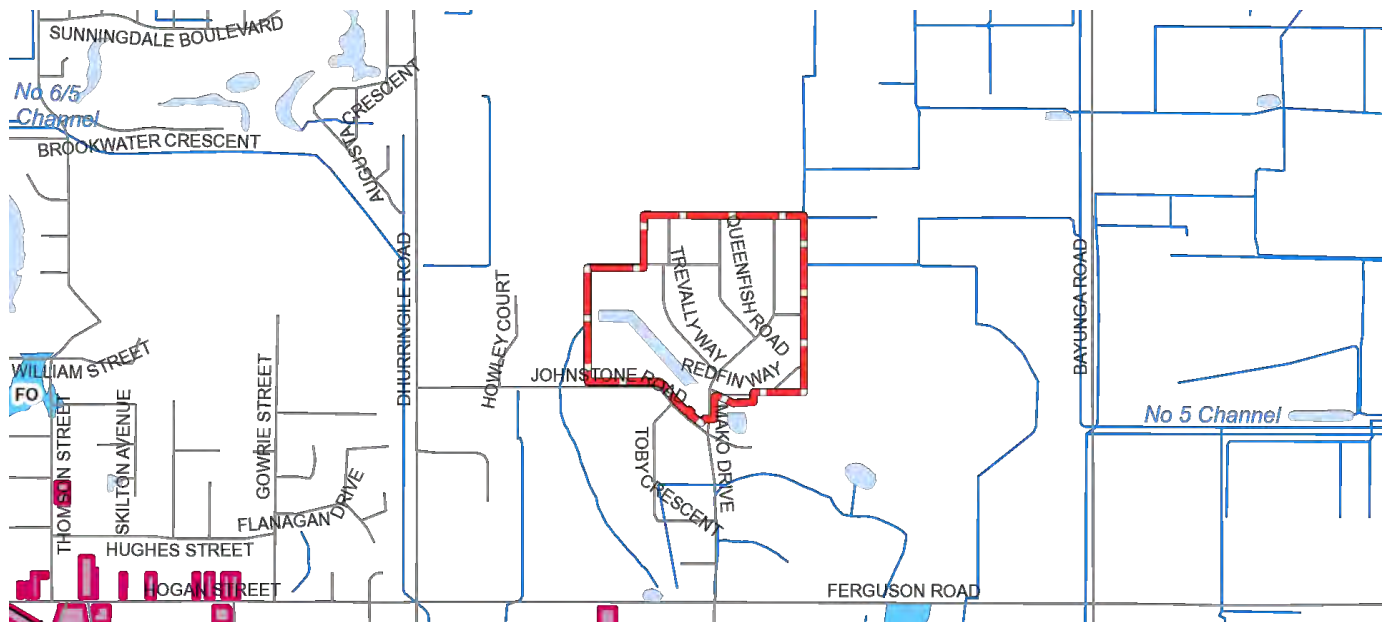
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

### FLOODWAY OVERLAY (FO)

### HERITAGE OVERLAY (HO)



Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

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## Further Planning Information

Planning scheme data last updated on 2 February 2022.

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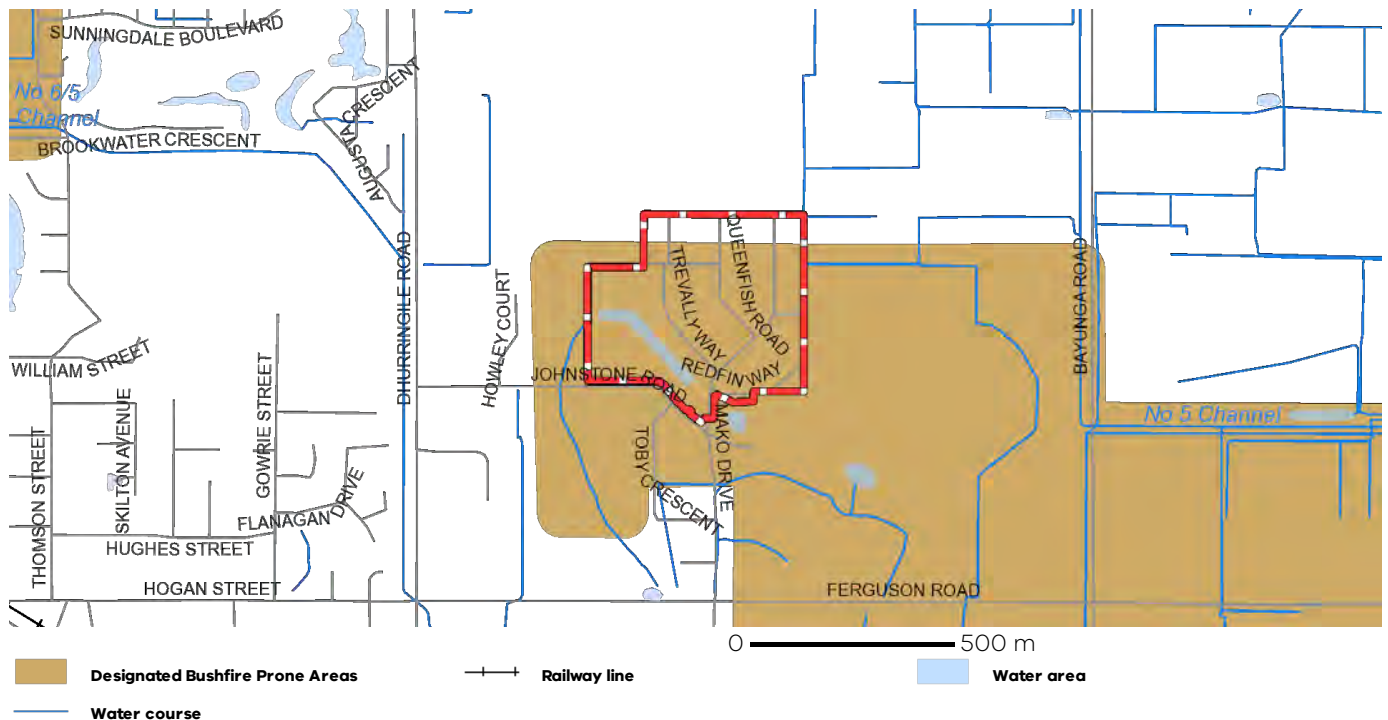
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For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

**This parcel is in a designated bushfire prone area.**  
**Special bushfire construction requirements apply. Planning provisions may apply.**



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at <https://mapshare.maps.vic.gov.au/vicplan> or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>

Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>

## Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#)

To help identify native vegetation on his property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](https://environment.vic.gov.au/) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](https://environment.vic.gov.au/)





**LAND INFORMATION CERTIFICATE**

**SECTION 121 LOCAL GOVERNMENT ACT 2020**

**LOCAL GOVERNMENT (LAND INFORMATION) REGULATIONS 2021**

GREATER  
SHEPPARTON

Applicant: Landata  
PO Box 500  
**EAST MELBOURNE VIC 3002**

Issue Date: 31-Jan-2022  
Certificate No: 55099  
Your Ref: 60847004-013-9:55268

Customer Reference Number: 041186  
Property Location: 65 Ferguson Road TATURA VIC 3616  
Property Description: Lot S2 PS 745754Q Parish of Toolamba  
AVPCC: 102.2  
Area/Dimensions: 28.94HA

Statement of rates and charges for the rating period 01/07/2021 to 30/06/2022

Rates and charges are payable by four instalments due  
30 September, 30 November, 28 February and 31 May each year

**NOTE: THE PURCHASER MUST PAY ALL OVERDUE RATES AND CHARGES UPON SETTLEMENT  
AND ALL CURRENT RATES AND CHARGES BY THE DUE DATE.**

**PROPERTY VALUATIONS**

Site Value	CIV	Net Annual Value	Level of Value Date	Operative Date
\$466,000	\$466,000	\$23,300	01/01/2021	01/07/2021

(\$) AMOUNT/BALANCE (\$)

**Current Levied**

General Rate	2,129.45
Municipal Charge	195.00

Current Total:	2,324.45	2,324.45
----------------	----------	----------

Arrears	358.15
---------	--------

Interest (currently 10 per cent per annum)	2.45
--	------

Legal Fees	0.00
------------	------

Other Monies	0.00
--------------	------

Less Pensioner Concession (for current ratepayer only)	0.00
--	------

Current Levied Fire Services Property Levy	141.50
--	--------

Interest (currently 10 per cent per annum)	0.00
--	------

Less Pensioner Concession (for current ratepayer only)	0.00
--	------

LESS PAYMENTS RECEIVED	-1,593.65
------------------------	-----------

<b>TOTAL OUTSTANDING</b>	<b>\$1,232.90</b>
--------------------------	-------------------

**NOTES:**

The sum shown represents rates for the whole property, the subject allotment (Lot A PS 745754Q unregistered) is not rated separately. Supplementary Valuations will apply following settlement therefore rate adjustments may not be required.

The rates assessment will be amended by an upcoming Supplementary Valuation.



LAND INFORMATION CERTIFICATE

SECTION 121 LOCAL GOVERNMENT ACT 2020

LOCAL GOVERNMENT (LAND INFORMATION) REGULATIONS 2021

CERTIFICATE NUMBER: 55099  
CUSTOMER REFERENCE NUMBER: 041186

ISSUE DATE: 31-Jan-2022

OTHER INFORMATION:

- THERE ARE NO MONIES OWED FOR WORKS UNDER THE LOCAL GOVERNMENT ACT 1958;
- THERE IS NO POTENTIAL LIABILITY FOR RATES UNDER THE CULTURAL AND RECREATIONAL LANDS ACT 1963;
- IF THIS PROPERTY IS NON-RATEABLE, THERE IS POTENTIAL LIABILITY FOR THE LAND TO BECOME RATEABLE UNDER SECTION 173 OR 174A OF THE LOCAL GOVERNMENT ACT 1989;
- THERE IS NO OUTSTANDING AMOUNT REQUIRED TO BE PAID FOR RECREATIONAL PURPOSES OR ANY TRANSFER OF LAND REQUIRED TO BE MADE TO THE COUNCIL FOR RECREATIONAL PURPOSES UNDER SECTION 18, OF THE SUBDIVISION ACT 1988 OR THE LOCAL GOVERNMENT ACT 1958;
- THERE ARE NO MONIES OWED UNDER SECTION 227 OF THE LOCAL GOVERNMENT ACT 1989
- THERE ARE NO NOTICES OR ORDERS ON THE LAND WHICH HAVE A CONTINUING APPLICATION UNDER THE LOCAL GOVERNMENT ACT 1958, THE LOCAL GOVERNMENT ACT 1989 OR UNDER A LOCAL LAW OR BY-LAW OF COUNCIL.

PLEASE NOTE

- THIS CERTIFICATE PROVIDES INFORMATION REGARDING VALUATIONS, RATES, CHARGES, OTHER MONIES OWING AND ANY ORDERS AND NOTICES MADE UNDER THE LOCAL GOVERNMENT ACT 1958, LOCAL GOVERNMENT ACT 1989, LOCAL GOVERNMENT ACT 2020 OR UNDER A LOCAL LAW OF THE COUNCIL
- THIS CERTIFICATE IS NOT REQUIRED TO INCLUDE INFORMATION REGARDING PLANNING, BUILDING, HEALTH, LAND FILL, LAND SLIP, FLOODING INFORMATION OR SERVICE EASEMENTS. INFORMATION REGARDING THESE MATTERS MAY BE AVAILABLE FROM THE COUNCIL OR RELEVANT AUTHORITY. A FEE MAY BE CHARGED FOR SUCH INFORMATION.
- THE USE TO WHICH IT IS PROPOSED TO PUT THE PROPERTY MAY BE PROHIBITED BY PLANNING OR BUILDING CONTROLS APPLYING TO THE LOCALITY OR MAY REQUIRE THE CONSENT OR PERMIT OF COUNCIL OR OTHER RESPONSIBLE AUTHORITY. IT IS IN THE PURCHASER'S INTEREST TO UNDERTAKE A PROPER INVESTIGATION OF PERMITTED LAND USE BEFORE THEY COMMIT THEMSELVES TO BUY.
- PAYMENTS MADE FOR RATES AND CHARGES DETAILED ON THIS CERTIFICATE ARE SUBJECT TO CLEARANCE.

I HEREBY CERTIFY THAT THE INFORMATION IN THIS CERTIFICATE IS TRUE AND CORRECT AS AT THE DATE SHOWN. CERTIFICATES ARE VALID FOR THREE (3) MONTHS ONLY. UPDATES WILL NOT BE GIVEN ON EXPIRED CERTIFICATES AND A NEW CERTIFICATE SHOULD BE APPLIED FOR.

Authorised Officer

Greater Shepparton City Council can now accept Notice of Acquisitions and payments electronically.

- Pay via BPAY:  
Biller Code: **93625**  
Reference number **00041186**
- Notice of Acquisitions can be emailed to:  
[council@shepparton.vic.gov.au](mailto:council@shepparton.vic.gov.au)



ABN 84 578 076 056  
Tel: 1300 360 007  
Fax: (03) 5831 1467

mail@gvwater.vic.gov.au  
www.gvwater.vic.gov.au

**Goulburn Valley Region Water Corporation**  
104-110 Fryers Street  
Shepparton, Victoria 3630

**P.O. Box 185, Shepparton 3632  
DX 63036 Shepparton**

Victorian Land Registry Services Pty Ltd ATF  
Victorian Land Registry Services Trust  
Level 1, 2 Lonsdale St  
MELBOURNE VIC 3000

Your Ref: 60847004-023-8  
Statement No: 227887  
Account No: 34-3482-0500-01-9  
Date: 31-Jan-2022

## **Information Statement**

### **Water Act 1989, Section 158**

Statement of encumbrances, works required, outstanding matters, tariffs and other charges including outstanding amounts and other information which the Corporation considers relevant for the property known as:

#### **Lot A, Mako Dr, Tatura VIC 3616**

**Title(s):**

Lot A, Plan of Sub-division 745754Q, Parish of Toolamba

**Owner(s):**

Melki Farm Pty Ltd

**Purchaser(s):**

No purchaser on application

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**Account Calculation:**

Fees and Charges (including interest)	\$0.00
Scheme Arrears	\$0.00

<b>Total Amount in Arrears at Date of Issue:</b>	<b>\$0.00</b>
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Service Charges & Estimated Consumption to: (from page 2)	\$0.00
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<b>Total Amount:</b>	<b>\$0.00</b>
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**Goulburn Valley Water would like to remind conveyancers that they are obligated under the Water Act to notify Water Authorities on change of ownership. This is not automatically done via PEXA.**

**Electronic Payment Option:**

Make this payment via internet or phone banking.



<b>Bill Code: 39420</b> <b>Ref: 3434 8205 0001 9</b>
---



**Statement No:** 227887  
**Account No:** 34-3482-0500-01  
**Property Address:** Lot A, Mako Dr, Tatura VIC 3616

**Details for Services provided and their tariffs:**

There are currently no services available to this property. Please refer below.

**Note:**

This Statement is valid for 120 days only from the date of issue. Within the valid timeframe, please obtain an update prior to settlement to avoid overpayment.

Consumption charges to the date specified is an ESTIMATION ONLY. A Special Meter Reading certificate may be applied for to obtain accurate consumption charges for property settlement adjustment - standard fees apply. Consumption charges are not applicable to unconnected services.

**Orders and Notices:**

A water main traverses the land.

The sewer main traverses the land.

This property is in the Water Supply and Sewer District for Tatura. It is currently a non-rateable property.

The land is covered by a proposed 58 lot subdivision PS849688W and the conditions of this subdivision still apply.

Statement of Compliance will not be given for this Plan of Subdivision until these conditions have been met.

Development of the land is subject to the provisions of Greater Shepparton City Council with water supply and sewerage services being provided to allotments in accordance with these provisions.

This property has a Third Party Non-Potable Water Supply as well as a Goulburn Valley Water Potable Water Supply - A Chlorine Test will be required prior to GVW meter installation for the proposed lots.

**Comments:**

There are no Comments applicable to this property

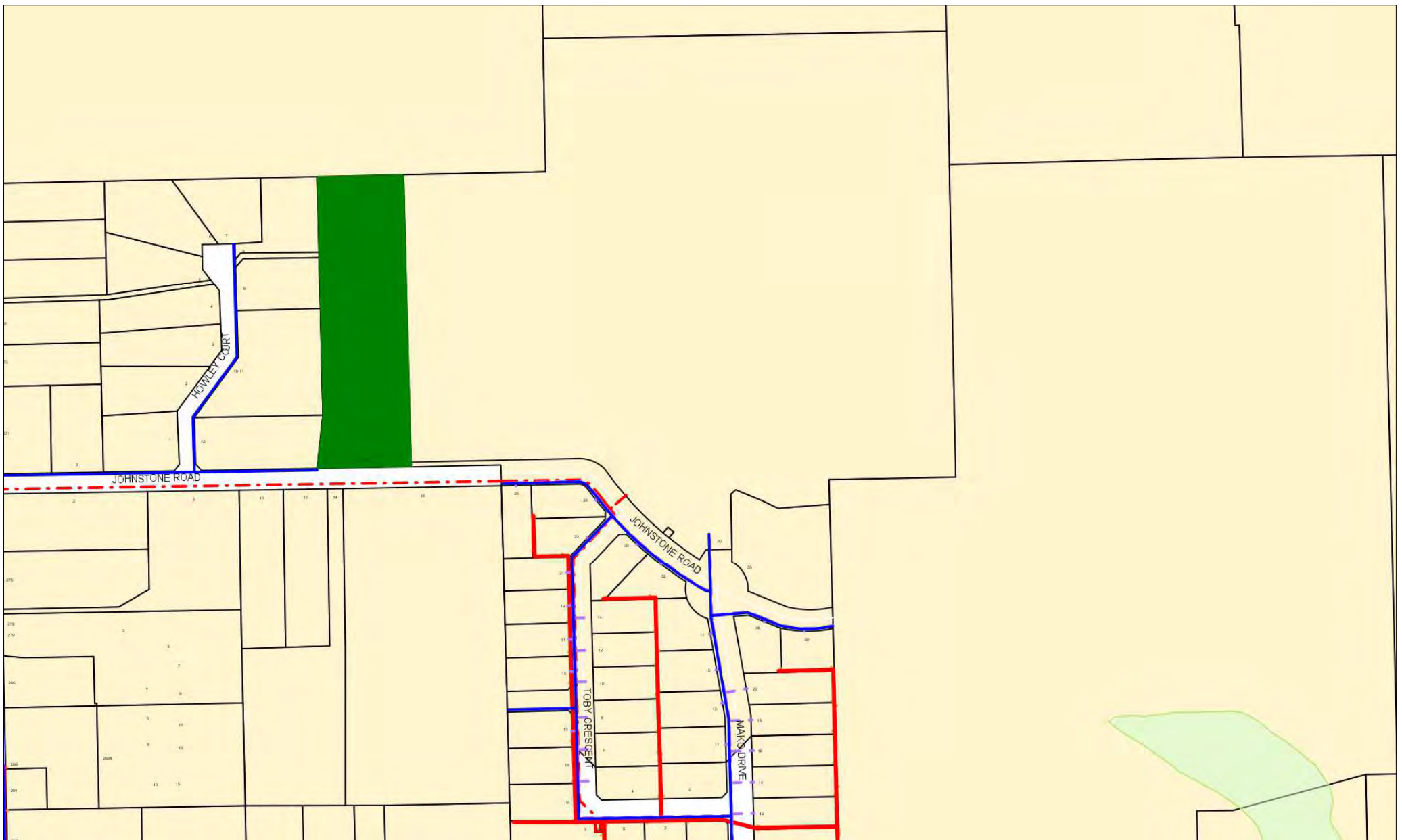
**A financial update for this information statement can now be accessed via -**

[https://goulburnvalleywater.formstack.com/forms/information\\_statement\\_update](https://goulburnvalleywater.formstack.com/forms/information_statement_update)

**I hereby certify that the above Statement is correct.**



**Clair Haines**  
**Manager - Customer Accounts and Services**



## Mako Dr, Tatura

31/1/2022

Scale 1:4938



Goulburn Valley Water provides this information with the understanding that it is not guaranteed to be accurate, correct or complete and conclusions drawn from such information are the responsibility of the user.

While every effort has been made to ensure the accuracy, correctness and timeliness of the data, Goulburn Valley Water assumes no responsibility for errors or omissions.

Property Clearance Certificate  
Taxation Administration Act 1997



ZOE CAMPBELL

Your Reference:	LD:60847004-010-8.20211510
Certificate No:	51413884
Issue Date:	09 FEB 2022
Enquiries:	JXD11

Land Address: 30 MAKO DRIVE TATURA VIC 3616

Land Id	Lot	Plan	Volume	Folio	Tax Payable
48761668	A	745754	12348	980	\$720.35

Vendor: MELKI FARM PTY LTD  
Purchaser: N/A

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MELKI FARM PTY LTD	2022	\$367,624	\$720.35	\$0.00	\$720.35

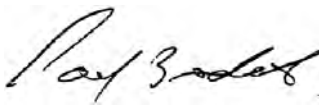
Comments: Land Tax will be payable but is not yet due - please see note 6 on reverse.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
-------------------------------------	------	---------------	------------------	------------------	-------

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

  
Paul Broderick  
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$0
SITE VALUE:	\$367,624
AMOUNT PAYABLE:	\$720.35



# Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

**Certificate No:** 51413884

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## Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
  - Land tax that has been assessed but is not yet due,
  - Land tax for the current tax year that has not yet been assessed, and
  - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

## Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

## Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

## General information

6. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
7. An updated Certificate may be requested free of charge via our website, if:
  - The request is within 90 days of the original Certificate's issue date, and
  - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$510.25

Taxable Value = \$367,624

Calculated as \$375 plus ( \$367,624 - \$300,000) multiplied by 0.200 cents.

---

## Property Clearance Certificate - Payment Options

### BPAY



Billers Code: 5249  
Ref: 51413884

### Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

[www.bpay.com.au](http://www.bpay.com.au)

### CARD




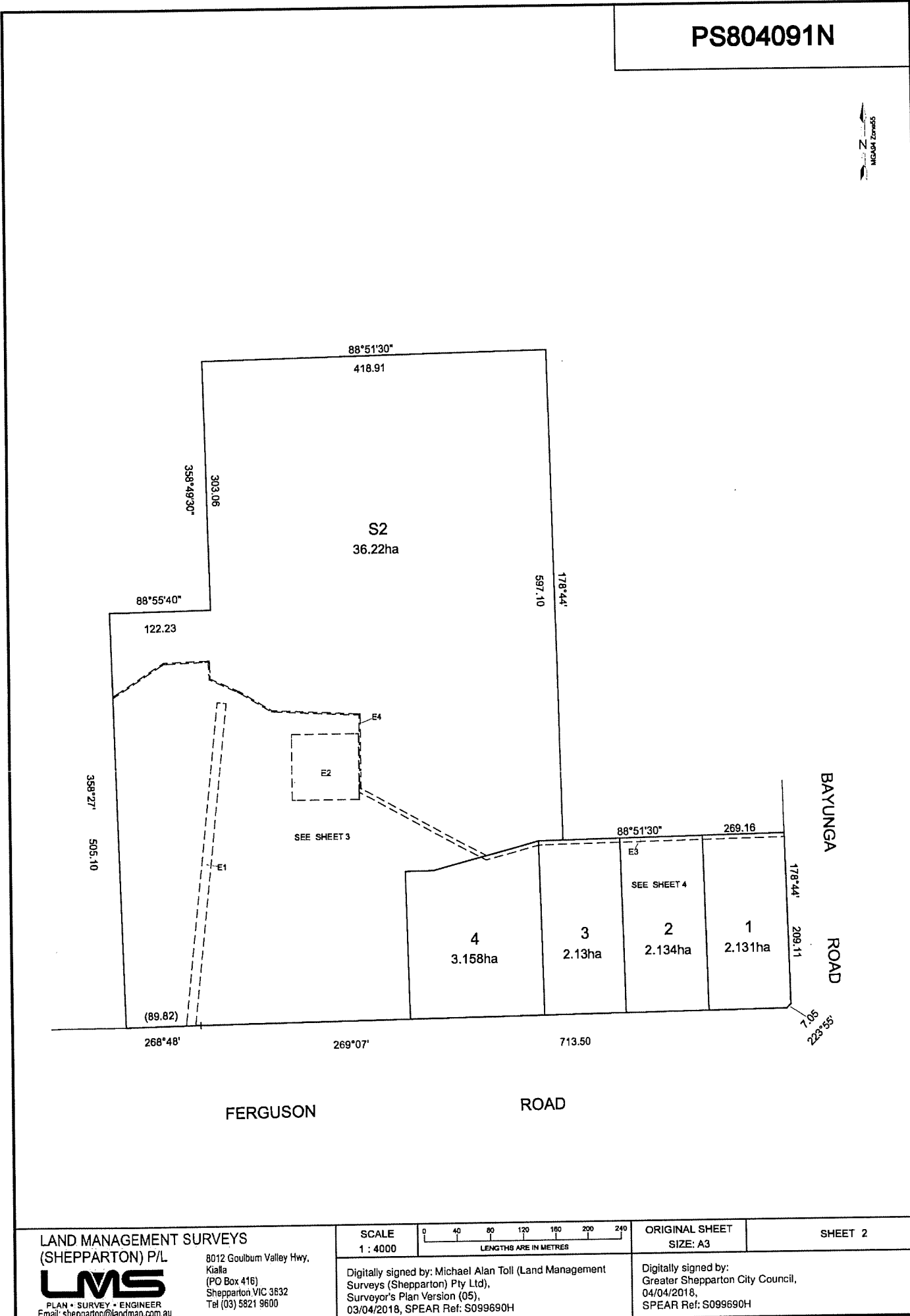
Ref: 51413884

### Visa or Mastercard

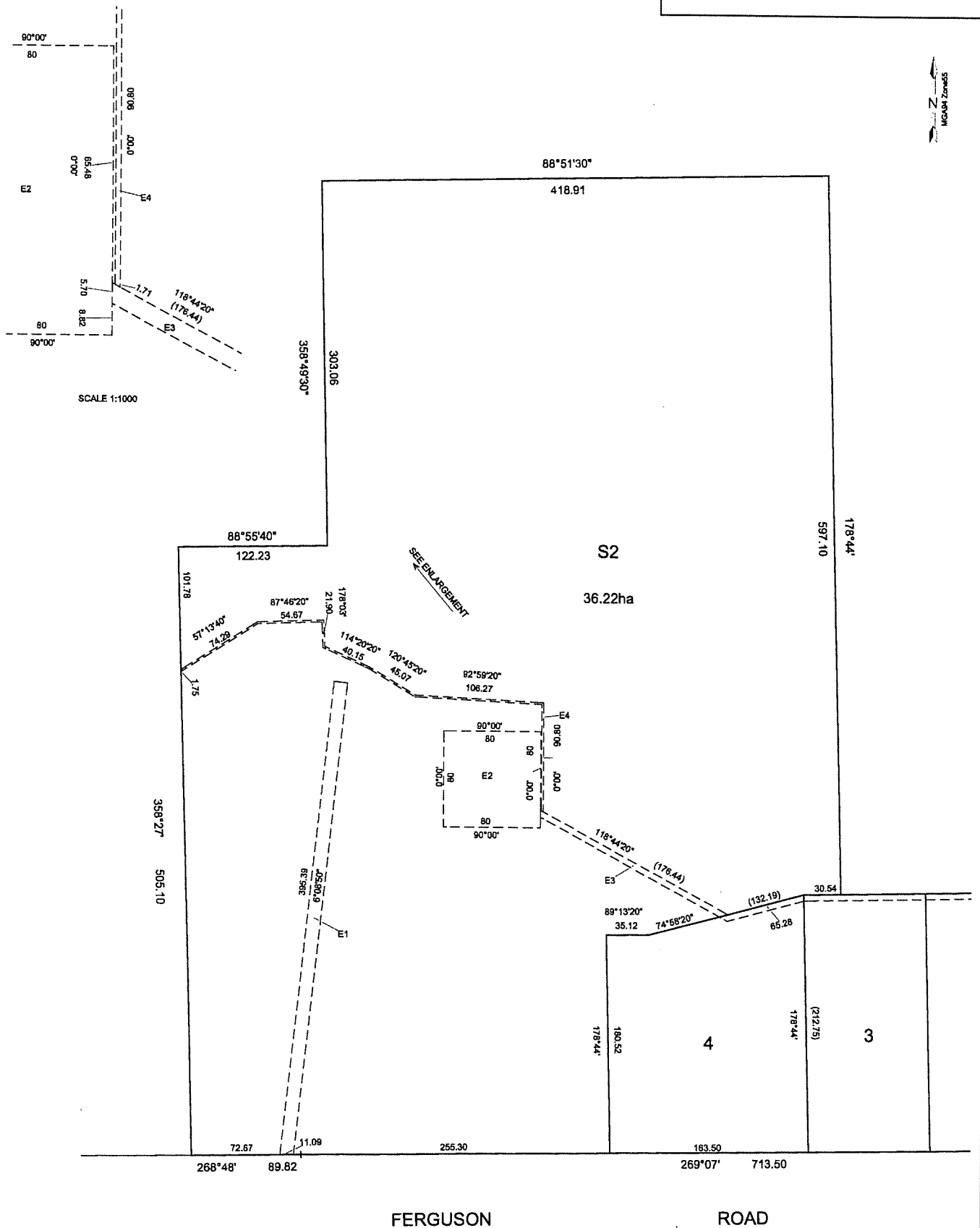
Pay via our website or phone 13 21 61.  
A card payment fee applies.

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

PLAN UNDER SECTION 37 OF THE SUBDIVISION ACT 1988 <b>PLAN OF SUBDIVISION</b>			<b>EDITION 1</b>	<b>PS804091N</b>
<b>LOCATION OF LAND</b>  PARISH: TOOLAMBA CROWN DESCRIPTION: CA. 119 (PT) & 119A (PT) TITLE REFERENCES: VOL. 11381 FOL. 551 VOL. 11381 FOL. 552 LAST PLAN REFERENCE: LOT 3,4 ON PS631794 POSTAL ADDRESS: 85 FERGUSON ROAD TATURA 3630 (at time of subdivision)			Council Name: Greater Shepparton City Council  Council Reference Number: S-2017-12 Planning Permit Reference: planning permit not required SPEAR Reference Number: S099690H  Certification  This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 27/11/2017  Public Open Space  A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made  Digitally signed by: Colin Victor Kalms for Greater Shepparton City Council on 04/04/2018 Statement Of Compliance issued: 05/04/2018	
<b>VESTING OF ROADS AND/OR RESERVES</b>				
IDENTIFIER		COUNCIL/BODY/PERSON		
NIL		NIL		
<b>NOTATIONS</b>				
<b>DEPTH LIMITATION:</b> 15.24 Metres Below the Surface applies to Lot(s) 3\PS631794, 4\PS631794.				
This is an ePlan  <b>PLANNING PERMIT No.</b> 2016-118  <b>ADDITIONAL PURPOSE OF PLAN:</b> Removal of Easement E-2 on PS631794N created by INST B759963 & Removal of Easement E-4 on PS631794N created by INST G754293  <b>GROUND FOR REMOVAL:</b> By agreement of all interested parties vide Section 6(1)(k) of the Subdivision Act 1988  <b>SURVEY:</b> This plan is based on survey.  <b>EASEMENT QUALIFICATION(S):</b> #1 - Through underground pipes #2 - Through underground pipes #3 - Through underground pipes				
<b>EASEMENT INFORMATION</b>				
LEGEND: A-Appurtenant Easement E-Encumbering Easement				
IDENTIFIER	PURPOSE	WIDTH (m)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E1	POWERLINE	11	PS631794N & SEC 88 ELECTRICITY INDUSTRY ACT 2000	POWERCOR AUSTRALIA LTD
E2	SUPPLY OF WATER #1	80	THIS PLAN	LOTS ON THIS PLAN
E3	SUPPLY OF WATER #2	5	THIS PLAN	LOTS ON THIS PLAN
E3	DRAINAGE	5	THIS PLAN	LOTS ON THIS PLAN
E4	SUPPLY OF WATER #3	1.50	THIS PLAN	VOL 11381 FOL 550 & VOL 9293 FOL 478
<b>LAND MANAGEMENT SURVEYS</b> (SHEPPARTON) P/L  PLAN • SURVEY • ENGINEER Email: shepparton@landman.com.au			<b>SURVEYORS FILE REF:</b> 4999  Digitally signed by: Michael Alan Toll (Land Management Surveys (Shepparton) Pty Ltd), Surveyor's Plan Version (05), 03/04/2018, SPEAR Ref: S099690H	<b>ORIGINAL SHEET</b> SIZE: A3 SHEET 1 OF 4  <b>PLAN REGISTERED</b> TIME: 2:55 PM DATE: 31/08/2018 C. GROSSO Assistant Registrar of Titles Plan generated date/time: 24/08/2018 02:48 PM



**PS804091N**

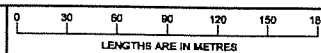


LAND MANAGEMENT SURVEYS  
(SHEPPARTON) P/L 8012 Goulb

**LMS**  
PLAN • SURVEY • ENGINEER  
Email: [shepparton@landman.com.au](mailto:shepparton@landman.com.au)

8012 Goulburn Valley Hwy,  
Kialla  
(PO Box 416)  
Shepparton VIC 3632  
Tel (03) 5821 9600

**SCALE**  
**1 : 3000**



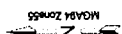
Digitally signed by: Michael Alan Toll (Land Management  
Surveys (Shepparton) Pty Ltd),  
Surveyor's Plan Version (05),  
03/04/2018, SPEAR Ref: S099690H

ORIGINAL SHEET  
SIZE: A3

**SHEET 3**

Digitally signed by:  
Greater Shepparton City Council,  
04/04/2018,  
SPEAR Ref: S099690H

Amended by: Michael Alan Toll, 24/08/2018.



## BAYUNGA

ROAD

178°44'      209.11

1

## 2.131ha

(213.66)

2

2.134ha

(213.21)

78°44'

3

## 2.13ha

(212.75)

178°44'

4

3.158ha

ROAD

FERGUSON

**LAND MANAGEMENT SURVEYS  
(SHEPPARTON) P/L**



PLAN • SURVEY • ENGINEER  
Email: [shepparton@landman.com.au](mailto:shepparton@landman.com.au)

**SRVEYS**  
8012 Goulburn Valley Hwy,  
Kialla  
(PO Box 416)  
Shepparton VIC 3632  
Tel (03) 5821 9600

**Amended by: Michael Alan Toll, 24/08/2018.**

Digitally signed by:  
Greater Shepparton City Council,  
04/04/2018,  
SPEAR Ref: S099690H

Digitally signed by: Michael Alan Toll (Land Management  
Surveys (Shepparton) Pty Ltd),  
Surveyor's Plan Version (05),  
03/04/2018, SPEAR Ref: S099690H

**SCALE**  
**1 : 1500**

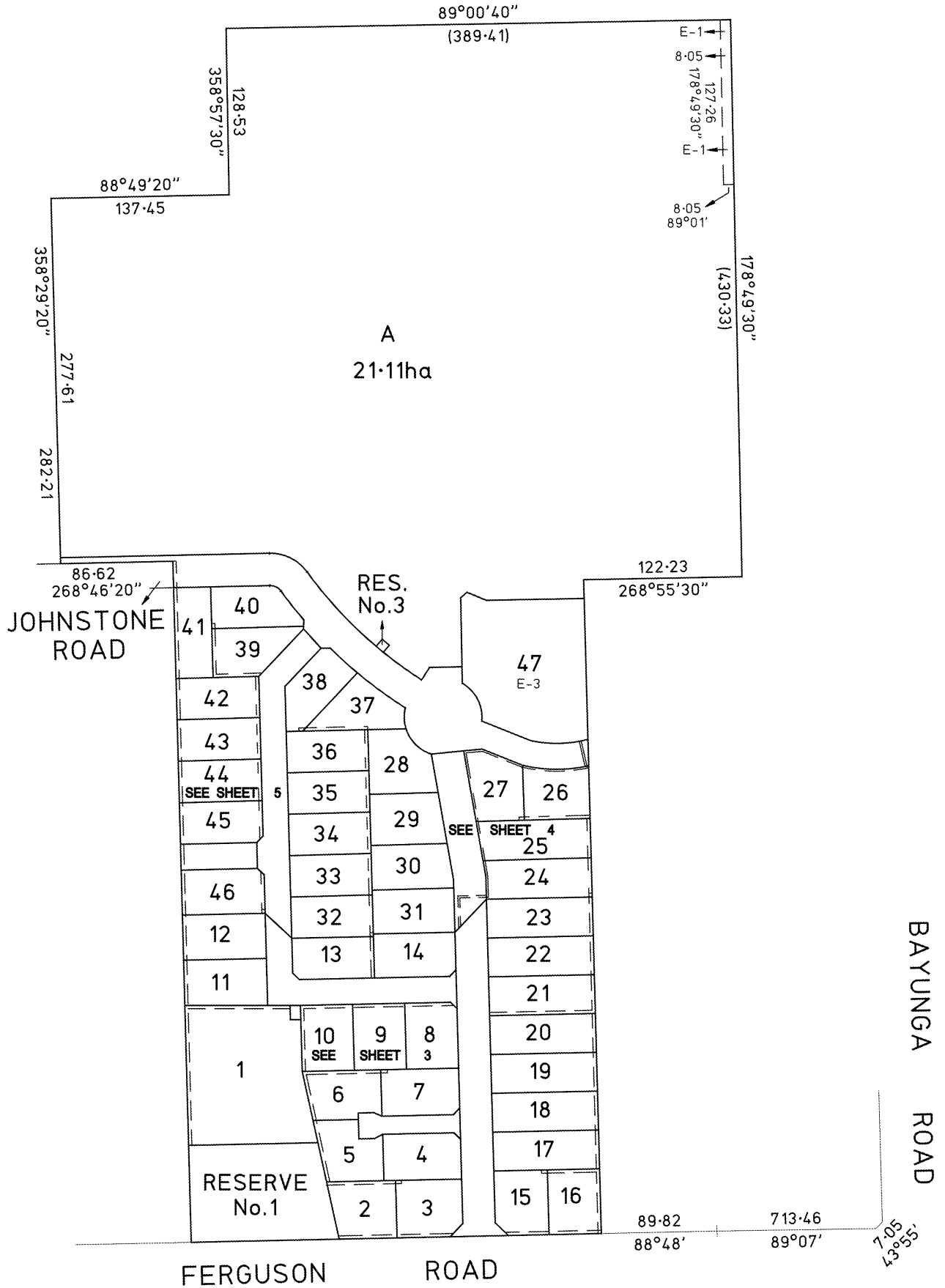
ORIGINAL SHEET  
SIZE: A3

**SHEET 4**



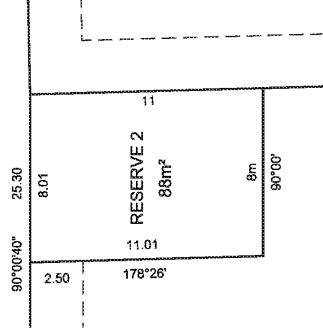
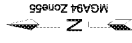
PLAN OF SUBDIVISION			EDITION 2	PS745754Q
<p style="text-align: center; font-weight: bold;">LOCATION OF LAND</p> <p><b>PARISH:</b> TOOLAMBA</p> <p><b>TOWNSHIP:</b> _____</p> <p><b>SECTION:</b> _____</p> <p><b>CROWN ALLOTMENTS:</b> 104(PT), 119(PT) &amp; 119<sup>A</sup>(PT)</p> <p><b>CROWN PORTION:</b> _____</p> <p><b>LRS BASE RECORD:</b> VICMAP DIGITAL PROPERTY</p> <p><b>TITLE REFERENCES:</b> VOL.9293 FOL.478 VOL.11381 FOL.550</p> <p><b>LAST PLAN REFERENCE:</b> LOT 1 LP123911 LOT 2 PS631794</p> <p><b>POSTAL ADDRESS:</b> 65 FERGUSON ROAD (At time of subdivision) TATURA VIC 3616</p> <p><b>MGA Co-ordinates</b> <b>E</b> 343 000 <b>ZONE</b> 55 (of approx centre of land in plan) <b>N</b> 5 966 400 <b>GDA</b> 94</p>			<p>Council Name: Greater Shepparton City Council</p> <p>Council Reference Number: S-2017-13 Planning Permit Reference: 2016-118/A SPEAR Reference Number: S100223M</p> <p><b>Certification</b></p> <p>This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 11/01/2019</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made</p> <p>Digitally signed by: Patricia Ann Garraway for Greater Shepparton City Council on 08/09/2020</p> <p><b>Statement of Compliance</b> issued: 08/09/2020</p>	
VESTING OF ROADS AND/OR RESERVES			NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON			
ROAD R1	GREATER SHEPPARTON CITY COUNCIL			
ROAD R2	GREATER SHEPPARTON CITY COUNCIL			
ROAD R3	GREATER SHEPPARTON CITY COUNCIL			
ROAD R4	GREATER SHEPPARTON CITY COUNCIL			
ROAD R5	GREATER SHEPPARTON CITY COUNCIL			
ROAD R6	GREATER SHEPPARTON CITY COUNCIL			
ROAD R7	GREATER SHEPPARTON CITY COUNCIL			
RESERVE No.1	GREATER SHEPPARTON CITY COUNCIL			
RESERVE No.2	GOULBURN VALLEY REGION WATER			
RESERVE No.3	POWERCOR AUSTRALIA LTD			
NOTATIONS				
<p><b>DEPTH LIMITATION</b> 15-24 METRES BELOW THE SURFACE APPLIES TO LOTS 1 LP123911 &amp; LOT 2 PS631794</p>				
<p><b>SURVEY:</b></p> <p>THIS PLAN IS BASED ON SURVEY</p> <p>THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s) 26, 29, 121 &amp; 122</p> <p>IN PROCLAIMED SURVEY AREA No. _____</p>				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easements and rights implied by Section 12(2) of the Subdivision Act 1988 applies to Lots 1 - 23 (incl) PS745754Q				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefitted/In Favour Of
E-1	OPEN CHANNEL	8.05	INST.2368810	OP47325
E-2,E-6,E-7 E-8	PIPELINES OR ANCILLARY PURPOSES	2.50	THIS PLAN SECTION 136 OF THE WATER ACT 1989	GOULBURN VALLEY REGION WATER CORPORATION
E-3	SUPPLY OF WATER	SEE PLAN	THIS PLAN	LOTS IN THIS PLAN
E-4,E-7	DRAINAGE	2.50	THIS PLAN	LOTS IN THIS PLAN & GREATER SHEPPARTON CITY COUNCIL
E-5,E-6	DRAINAGE THROUGH UNDERGROUND PIPES	SEE PLAN	THIS PLAN	LOTS IN PS804091N
<p><b>HARLAND &amp; LANGENBACHER P/L</b> P.O. BOX 586 ECHUCA 3564. TEL (03) 5482.1699</p>			<p><b>SURVEYORS FILE REF: S6923</b></p> <p>LICENSED SURVEYOR <b>MARK F. LANGENBACHER</b> S6923 PS Compiled Plan.dwg VERSION 1 DATE: 7/12/21</p>	
			ORIGINAL SHEET SIZE: A3	SHEET 1 OF 5
<p>THIS IS A LAND USE VICTORIA COMPILED PLAN FOR DETAILS SEE MODIFICATION TABLE HEREIN</p>				

PS745754Q

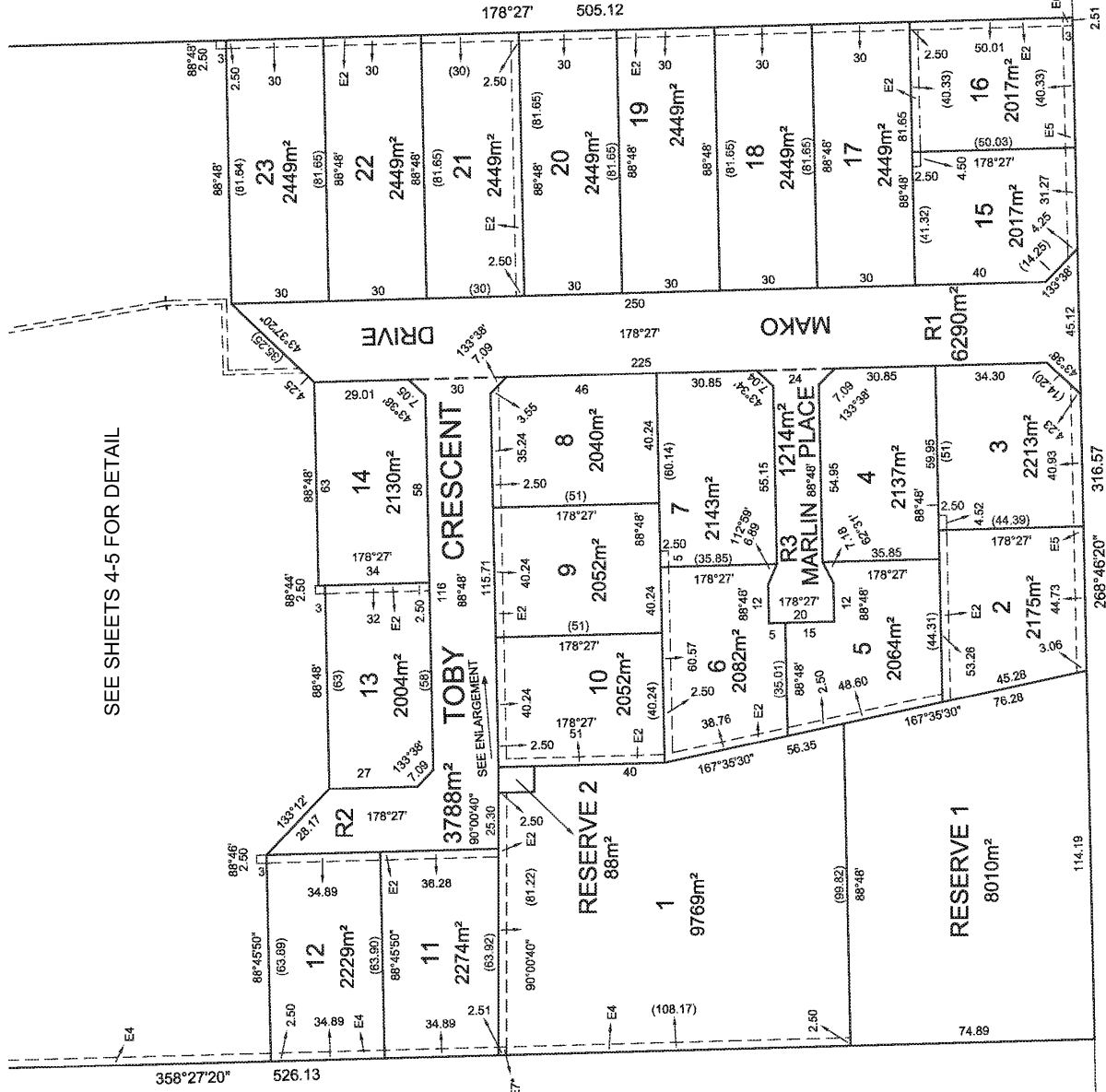


PS745754Q

SEE SHEETS 4-5 FOR DETAIL



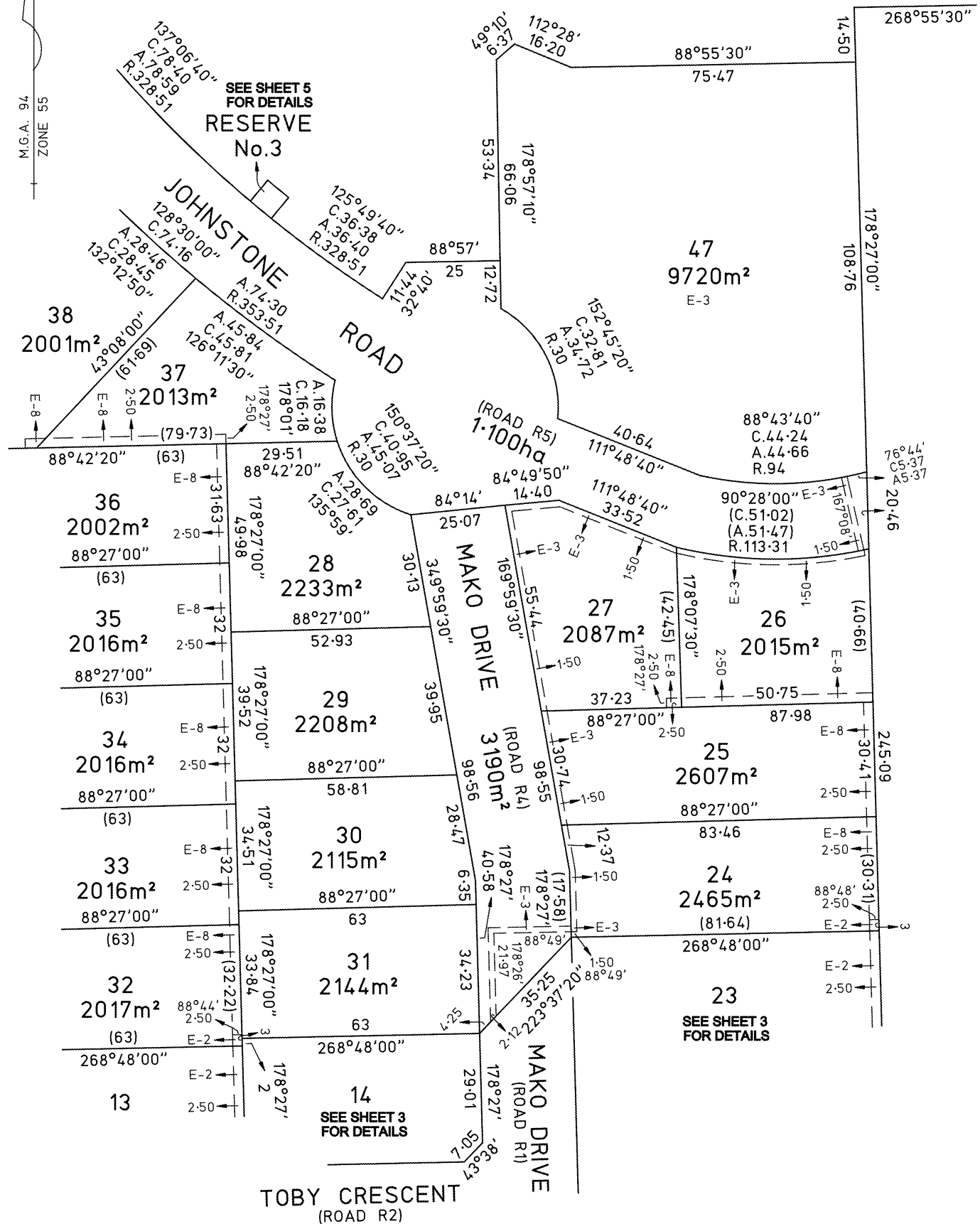
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FERGUSON ROAD

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PS745754Q





## MODIFICATION TABLE


RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

# PLAN NUMBER

PS745754Q

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

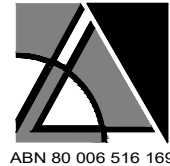
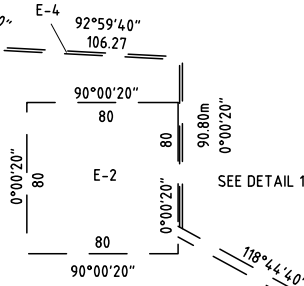
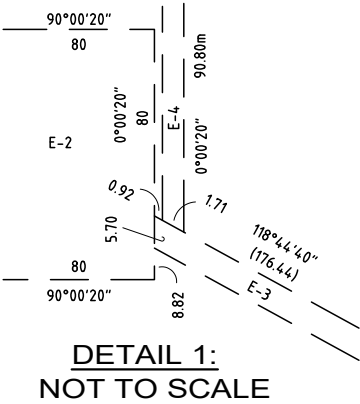
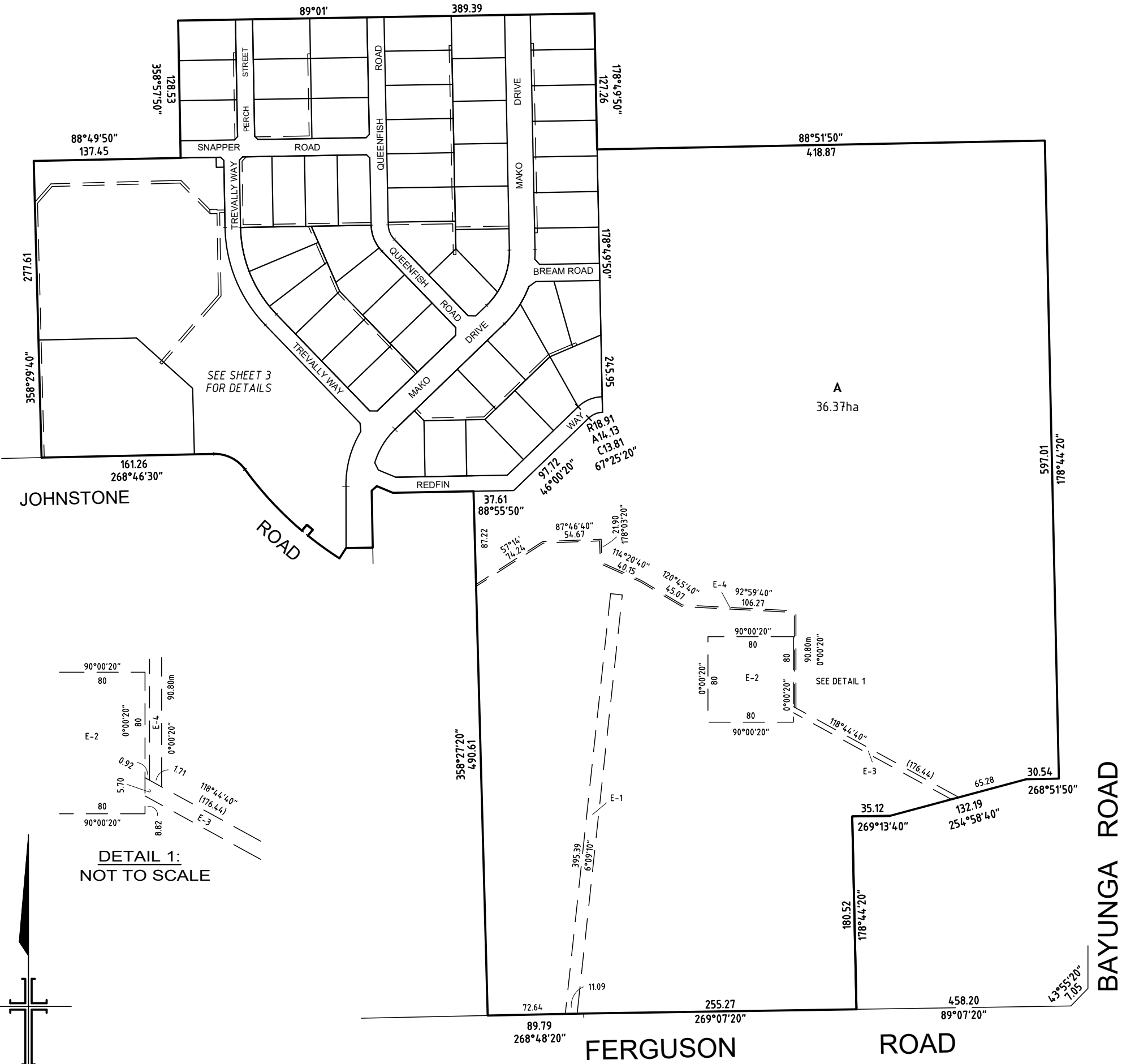
[illegible]

PLAN OF SUBDIVISION				LV USE ONLY EDITION		PS849688W	
<div>Location of Land</div> <div>Parish: TOOLAMBA</div> <div>Township: -----</div> <div>Section: -----</div> <div>Crown Allotment: 104 (PART) &amp; 119 (PART)</div> <div>Title References: Vol. 12348 Fol. 980 Vol. 12343 Fol. 289</div> <div>Last Plan Reference: Lot A on PS745754Q Lot A on PS804091N</div> <div>Postal Address: 85 FERGUSON ROAD &amp; 30 MAKO DRIVE TATURA 3616</div> <div>MGA20 Co-ordinates: E 343 170 Zone 55 (Of approx. centre of plan) N 5 966 300</div>							
Vesting of Roads or Reserves				Notations			
Identifier		Council/Body/Person		<div>Staging This is not a staged subdivision. Planning Permit No. 2016-118/D</div> <div>Survey:- This plan is based on survey.</div> <div>To be completed where applicable</div> <div>This survey has been connected to permanent mark no(s). TOOLAMBA PM26, PM29, PM123</div> <div>In proclaimed Survey Area No. ---</div> <div>Lots 1 to 47 have been omitted from this plan.</div>			
ROAD R1 RESERVE No. 1 RESERVE No. 2		CITY OF GREATER SHEPPARTON CITY OF GREATER SHEPPARTON POWERCOR AUSTRALIA LTD					
Notations							
Depth Limitation: 15.24m BELOW THE SURFACE							
All easements affecting lot A on PS745754Q are to be removed upon registration of this plan and replaced by the easements shown hereon in accordance with Planning Permit No. 2016-118/D issued by the City of Greater Shepparton.							
Easement Information							
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)							
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour of			
E-1	POWERLINE	11	PS631794N & S.88 ELECTRICITY INDUSTRY ACT 2000	POWERCOR AUSTRALIA LTD.			
E-2	SUPPLY OF WATER (UNDERGROUND PIPES)	80	PS804091N	Lots on PS804091N			
E-3	SUPPLY OF WATER (UNDERGROUND PIPES)	5	PS804091N	Lots on PS804091N			
	DRAINAGE	5	PS804091N	Lots on PS804091N			
E-4	SUPPLY OF WATER (UNDERGROUND PIPES)	1.50	PS804091N	Vol. 11381 Fol. 550 & Vol. 9293 Fol. 478			
E-5	PIPELINES OR ANCILLARY PURPOSES	2.50	THIS PLAN (S.136 OF THE WATER ACT 1989)	GOULBURN VALLEY REGION WATER CORPORATION			
E-6	PIPELINES OR ANCILLARY PURPOSES	AS SHOWN	THIS PLAN (S.136 OF THE WATER ACT 1989)	GOULBURN VALLEY REGION WATER CORPORATION			
<div><div>HEAD &amp; HUMPHREYS LAND CONSULTANTS Suite 3, 47 Railway Road P.O. Box 63, Blackburn 3130 Tel: 9875 8777 Fax: 9875 8778 e-mail: contact@hhsurvey.com.au</div></div>			REF 8092	8092-03-SUB-0103.DWG 11.02.2022	03	ORIGINAL SHEET SIZE: A3	SHEET 1 OF 3 SHEETS

PLAN OF SUBDIVISION

LV USE ONLY  
EDITION

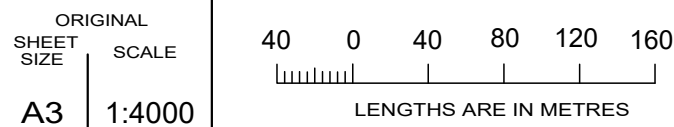
PS849688W



**HEAD & HUMPHREYS**  
**LAND CONSULTANTS**  
Suite 3, 47 Railway Road  
P.O. Box 63, Blackburn 3130  
Tel: 9875 8777 Fax: 9875 8778  
e-mail: contact@hhsurvey.com.au

ABN 80 006 516 169

REF <b>8092</b>	8092-03-SUB-0103.DWG 11.02.2022	<b>03</b>	ORIGINAL SHEET SIZE: A3	SHEET 2
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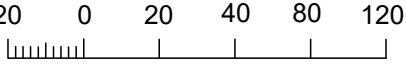


PLAN OF SUBDIVISION

LV USE ONLY  
EDITION

PS849688W



 <p><b>HEAD &amp; HUMPHREYS</b> <b>LAND CONSULTANTS</b> Suite 3, 47 Railway Road P.O. Box 63, Blackburn 3130 Tel: 9875 8777 Fax: 9875 8778 e-mail: contact@hhsurvey.com.au ABN 80 006 516 169</p>		<b>REF 8092</b>		8092-03-SUB-0103.DWG 11.02.2022		<b>03</b>		ORIGINAL SHEET SIZE: A3		SHEET 3	
ORIGINAL SHEET SIZE <b>A3</b>		SCALE <b>1:2000</b>		 <p>20 0 20 40 80 120 LENGTHS ARE IN METRES</p>							