

From: [REDACTED]
To: [Merrimu PSP \(DTP\)](#)
Subject: [EXTERNAL] PSA C109mor to the Moorabool Planning Scheme - Late Submission for [REDACTED] - [REDACTED]
[REDACTED] Merrimu
Date: Monday, 13 April 2026 12:09:53 PM
Attachments: [image001.jpg](#)
[Moorabool Amendment C109 Submission - \[REDACTED\].pdf](#)

Dear Sir/Madam

We act for [REDACTED] the owner of land known as [REDACTED], Merrimu.

We have been instructed by our client to lodge a submission in relation to Moorabool Planning Scheme Amendment C109 ("the Amendment").

We note that this is a late submission however as we have only been instructed to lodge this submission, we request that this submission to be considered pursuant to the provisions of Section 22(2) of the *Planning and Environment Act 1987*.

Please contact me if you have any queries in the relation to this matter

Kind Regards





13 April 2026

Victorian Planning Authority
Department of Transport and Planning

Via email

Dear Sir/Madam

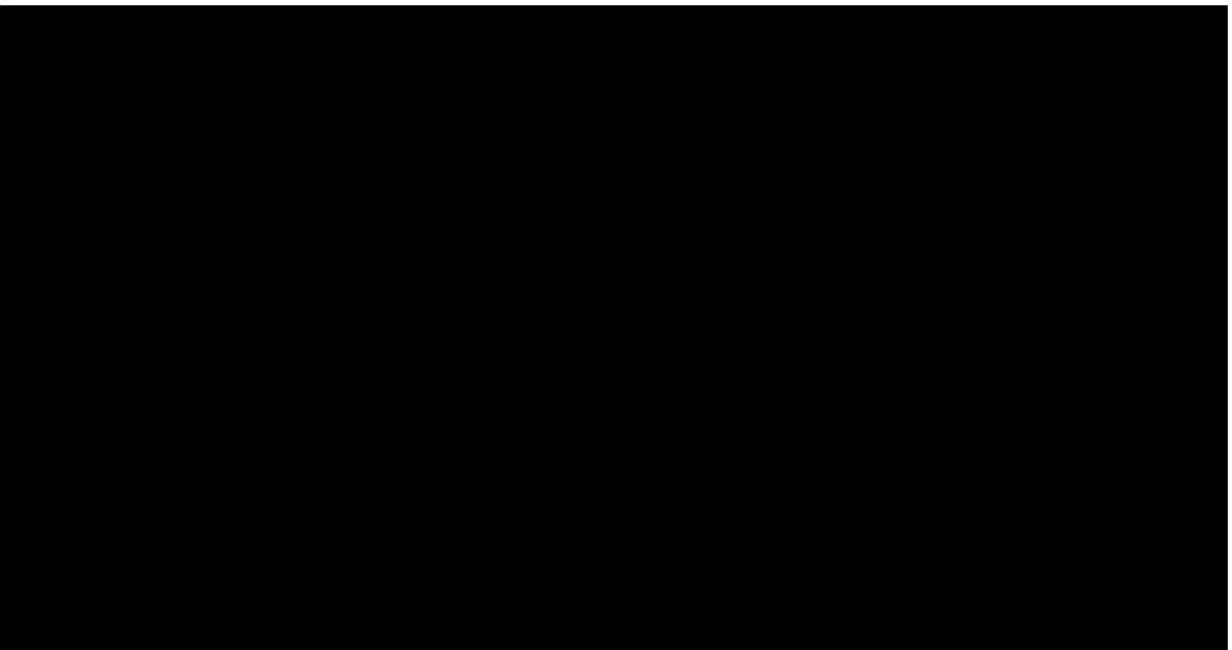
MOORABOOL PLANNING SCHEME AMENDMENT C109

We act for [REDACTED] the owner of land known as [REDACTED] Merrimu.

We have been instructed by our client to lodge a submission in relation to Moorabool Planning Scheme Amendment C109 ("the Amendment").

We note that this is a late submission however as we have only been instructed to lodge this submission, we request that this submission to be considered pursuant to the provisions of Section 22(2) of the *Planning and Environment Act 1987*. We note that the amendment documentation was updated on 11 March 2026 as the original material exhibited failed to include some documents and therefore this gives weight to our request for the consideration of a late submission.

The property is shown on the maps as follows:



The property is improved by an established dwelling together with a large machinery shed that has just recently been approved and constructed. Our client has recently moved to the property from a previous rural residential lot in Rockbank. He was forced to move from that property due to the encroachment of residential development and has sought a similar lifestyle property to suit his needs without the threat of residential encroachment.

[REDACTED]

[REDACTED]

[REDACTED]



We note that Planning Amendment C109 relating to the Merrimu Precinct Structure Plan (Merrimu PSP) plans for approximately 8,000 new homes with supporting infrastructure to accommodate up to 24,000 new residents.



The current zoning/overlay controls comprise Rural Conservation Zone (RCZ) and Design and Development Overlay (DDO1).

The amendment would place the site within the:

- *Urban Growth Zone (UGZ1) which will then have an applied zone of General Residential Zone (Clause 32.08) pursuant to Schedule 1 (UGZ1).*
- *Development Contribution Plan (DCPO1)*

The PSP includes the subject site within the shaded residential areas which is further nominated as a “density investigation area”.

The following submission are provided.

As noted above our client has recently moved to the property from a previous rural residential lot in Rockbank. He was forced to move from that property due to the encroachment of residential development and has sought a similar lifestyle property to suit his needs without the threat of residential encroachment.



The subdivision of which this land forms part of a rural living subdivision that was registered in 2006, only 20 years ago. Each of the lots within this subdivision are encumbered with a Section 173 agreement which places certain restrictions on development to retain the low density residential character. This is attached for your reference.

As a result, the land has only been recently developed for rural living purposes with significant investment by owners in housing and shedding and so on. Given these circumstances it is highly unlikely that there would be collective agreement from owners within this precinct to sell their properties to provide for higher density residential development given the significant investment that has taken place in the last 20 years.

The Draft Merrimu Structure Plan Recognises the existing character noting the following.

Subdivision design should respond and provide a transition in density from:

- *Remaining existing low density properties along **Flanagans Drive**, Lindsay Avenue, Streeton Drive, Davies Court and Drysdale Court.*

It is submitted therefore that this land be rezoned as part of the amendment to a Rural Living Zone with a Schedule providing for a minimum subdivision size of 1 hectare.

It is submitted that this would not unduly impact on the delivery of the housing sort by the PSP as the land forms of discreet parcel in the southeastern portion of the PSP area. It is submitted that the balance of the land in the PSP can accommodate high density development that would meet the requirements of the housing targets.

The retention of the existing rural residential subdivision area in its current form would add to the environmental and landscape value of the area and would meet the objectives within the Moorabool Planning Scheme at 02.03-6 to provide for *high amenity rural lifestyle opportunities in Bacchus Marsh*

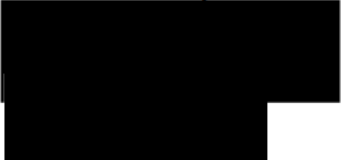
It is submitted that this is an established rural residential area that provides an important role as providing rural residential accommodation in order to contribute to a diversity of housing stock within the municipality.

We welcome the identification of this area as “density investigation area” but in the context of retaining these areas as low density rural living areas in order that the recent development of the land for this purpose and the expectations of current owners continue to be achieved.

We thank you for your consideration of this submission.

Please contact the undersigned on  should Council have any queries regarding the correspondence.

Yours faithfully



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

Page 1 of 1

VOLUME [REDACTED]

Security no : 124133704372P
Produced 13/04/2026 10:40 AM

LAND DESCRIPTION

[REDACTED]
Created by instrument PS420001G 01/05/2006

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor

[REDACTED] of [REDACTED] MERRIMU VIC 3340
AX706431Q 05/02/2024

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 21(1)(b)(ii) Subdivision Act 1988
AC835350B 03/05/2004

AGREEMENT Section 173 Planning and Environment Act 1987
AE068310W 16/12/2005

DIAGRAM LOCATION

SEE PS420001G FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: [REDACTED] MERRIMU VIC 3340

DOCUMENT END

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**APPLICATION BY RESPONSIBLE AUTHORITY, RELEVANT AUT
REFERRAL AUTHORITY OR COUNCIL FOR THE MAKING OF A RE
OF AN AGREEMENT.**

Section 181 (1) Planning and Environment Act 1987



Lodged by:

Name:

Phone:

Address:



Ref::

Customer No.:

RDS
, 15.786

The authority or council having made an agreement referred to in section 181 (21) of the Planning and Environment Act 1987 requires a recording to be made in the Register for the land:

Land: Certificates of Title

Volumes	Folios
2265	986
5224	723
10350	700
10350	701
10350	702
10350	703
10350	704
10350	705
10350	706
10350	707
10350	708
10106	756
10106	764
10106	768
10106	769
10246	119
10246	120
10246	121
10246	122
10246	123
10307	900

These lots are on various Crown Allotments, Title Plans and Lodged Plans.

[Signature]
6 DEC 2005

Authority: Moorabool Shire Council
15 Stead Street, Ballan 3342

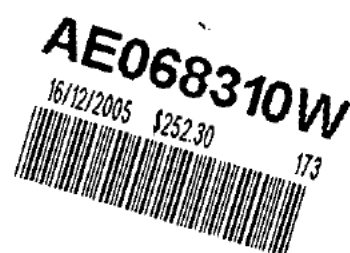
Section and Act under which agreement made: Section 173 Planning and
Environment Act 1987.

A copy of this agreement is attached to this application.

Date: [REDACTED] 2005

Signed: [REDACTED]

Name of Officer: [REDACTED]



Maddocks

Date / /2005

Lawyers
140 William Street
Melbourne Victoria 3000 Australia
Telephone 81 3 9288 0555
Facsimile 81 3 9288 0686
Email info@maddocks.com.au
www.maddocks.com.au
DX 259 Melbourne

**Agreement under Section 173
of the Planning and Environment Act 1987**
Subject Land: Bences Road, Merrimu

Moorabool Shire Council
and

Association For Visual Impairment, The Homeless and the Destitute Inc.
and



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A standard 1D barcode representing the document's unique identifier.

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Agreement under Section 173 of the Planning and Environment Act 1987

DATE / /2005

BETWEEN

MOORABOOL SHIRE COUNCIL
of 15 Stead Street, Ballan

(Council)

AND

**ASSOCIATION FOR VISUAL IMPAIRMENT, THE HOMELESS AND THE
DESTITUTE INC.**

of [REDACTED]

(Owner)

AND

[REDACTED]

(Owner)

RECITALS

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council has issued Planning Permit Nos. 55/93, 008/97, 083/99, 2000-056, 030/00, 2001-203 and 2002-345 ("the Planning Permits"). Taken together, the Planning Permits allow the Subject Land to be subdivided into 141 lots in accordance with plans endorsed under the Planning Permits. Various conditions of the Planning Permits require the Owner to enter into this Agreement.
- D. As at the date of this Agreement, the Subject Land is encumbered by Mortgage numbers AD685839Q, AD686006L and U254664Q, and one unregistered mortgage, in favour of the Mortgagees. The Mortgagees have consented to the Owner entering into this Agreement with respect to the Subject Land.
- E. As at the date of this Agreement, part of the Subject Land is encumbered by Caveat number AD174382L in favour of the Caveator. The Caveator has consented to the Owner entering into this Agreement with respect to the Subject Land.
- F. The parties enter into this Agreement:
 - (a) to give effect to the requirements of the Planning Permits; and
 - (b) to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

THE PARTIES AGREE

1. DEFINITIONS

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

Act means the Planning and Environment Act 1987;

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

Building has the same meaning as in the Act;

Building Envelope means any area delineated and shown as a building envelope or the like on any of the plans endorsed pursuant to any of the Planning Permits from time to time;

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 Subject Land or any part of it;

Creek means the creek which is located generally to the east of the Subject Land, more particularly being the creek which is alternatively known as either Coimadai Creek or Pyrites Creek;

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

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

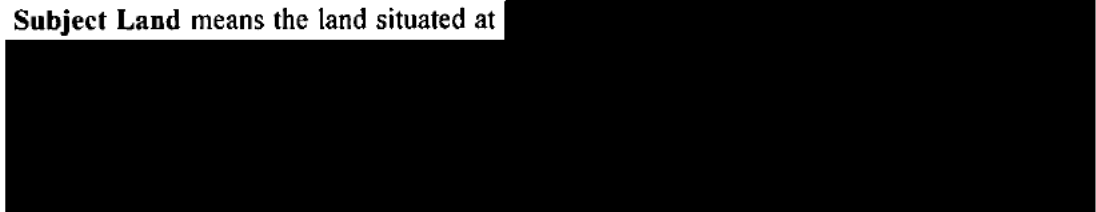
party or parties means the Owner and Council under this Agreement as appropriate;

Planning Permits means the Planning Permits referred to in recital C of this Agreement;

Planning Scheme means the Moorabool Planning Scheme and any other planning scheme that applies to the Subject Land;

Storey has the same meaning as in the Planning Scheme;

Subject Land means the land situated at



2. INTERPRETATION

In this Agreement unless the context admits otherwise:

2.1 The singular includes the plural and vice versa.

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

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- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3. **SPECIFIC OBLIGATIONS OF THE OWNER**

The Owner agrees that:

3.1 **Rabbit-Proof Fence**

prior to the issue of a statement of compliance for the further subdivision of any of the land contained in either lot S2 or lot 21 on proposed plan of subdivision [REDACTED] the Owner must construct a rabbit-proof wire netting fence along the western boundary of the area shown as Reserve No. 1 on proposed plan of subdivision [REDACTED] and the Owner of any adjoining lot must retain and maintain such fence thereafter, all to the satisfaction of Council;

3.2 **No Access to Western Freeway**

no direct means of vehicular access is permitted between any lot and the Western Freeway except with the express approval of VicRoads;

3.3 **Access to Bacchus Marsh Road**

all vehicular access between the Subject Land and Bacchus Marsh Road must be via Flanagans Drive and Barramundi Drive;

3.4 **Dwellings**

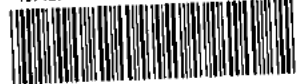
no Building, other than outbuildings allowed pursuant to clause 3.6 of this Agreement, may be erected on the Subject Land other than a dwelling of no more than one Storey, which meets the following requirements:

- 3.4.1 contained entirely within a Building Envelope;
- 3.4.2 not located less than 18 from any boundary of the lot which abuts a road;

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- 3.4.3 not located less than 10 metres from any boundary of the lot which does not abut a road;
- 3.4.4 serviced by underground electricity from the point of mains connection to the dwelling;
- 3.4.5 serviced by a septic tank waste disposal system capable of disposing of all wastes within the site to the satisfaction of Council;
- 3.4.6 be constructed of materials and colours compatible with the zoning of the Subject Land and surrounds, to the satisfaction of Council;
- 3.4.7 have a floor level of at least 300mm above the surrounding finished floor level;

3.5 Soil Extraction Area

prior to the issue of a statement of compliance for the further subdivision of any of the land contained in either lot S2 or lot 21 on proposed plan of subdivision 318904G, the Owner must reinstate the soil extraction area located on lot 24 on the Section 32 Plan near the Creek with the material from roadworks at Barramundi Drive all to the satisfaction of Council;

3.6 Outbuildings

no outbuilding may be erected on the Subject Land other than outbuildings which are contained entirely within a Building Envelope and which are constructed of materials and colours compatible with the zoning of the Subject Land and surrounds, to the satisfaction of Council;

3.7 Design and Siting Guidelines for Dwellings

any dwelling to be erected on the Subject Land must be designed and sited in accordance with the principles contained in the publication 'Design and Siting Guidelines for Bushfire Protection for Rural Houses' or similar publication published by the Country Fire Authority of Victoria, to the satisfaction of the Responsible Authority;

3.8 Vegetation

the Owner must not destroy, lop, ringbark or remove or permit or allow to be destroyed, lopped, ringbarked or removed any indigenous vegetation except with the written consent of Council;

3.9 Fences

no fence may be erected on the Subject Land or on any boundary of the Subject Land other than of post and wire, or some other standard agricultural type of fencing, to the satisfaction of the Council;

3.10 Water storage

prior to the grant of any occupancy permit for any dwelling on any lot of the Subject Land pursuant to the *Building Act* 1996, the Owner of that lot must construct a tank or tank of minimum capacity of 10,000 litres for storage of water

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for domestic use, or an alternative means of provision of domestic water must be proposed to the satisfaction of Council;

3.11 No further subdivision

none of the lots allowed to be created by the Planning Permits may be further subdivided in any way which will lead to a net increase in the number of lots, except that if the Scheme is amended in such a way that rezones the Subject Land or part thereof then the Subject Land or part thereof may be subdivided in accordance with the zone provisions which would then apply;

3.12 Restrictions on specific lots: environmental rural

those lots which are within the land in proposed [REDACTED] are subject to the following additional restrictions:

- 3.12.1 prior to the issue of a statement of compliance for the further subdivision of the said proposed lot, the Owner must erect post and rail fencing, or other fencing to the satisfaction of the Responsible Authority, on the boundary of any lot which abuts any reserve shown on any plan of subdivision endorsed pursuant to any of the Planning Permits, and the Owner of any such lot must maintain such fencing thereafter and ensure that there is no means of access directly between any reserve and any lot;
- 3.12.2 the Owner must revegetate any disturbed soil resulting from works undertaken for housing or services with grasses as soon as practicable after the development of any part of such lot so as to minimise the potential for pest plant colonisation of disturbed areas;
- 3.12.3 the Owner must not keep nor allow to be kept any livestock on such lot nor allow such lot to be used for grazing;
- 3.12.4 the Owner must not allow lots [REDACTED] on proposed plan of subdivision [REDACTED] to be irrigated;
- 3.12.5 the Owner must not plant any environmental weeds (as identified by the Department of Sustainability and Environment) on the Subject Land nor allow any such environmental weeds to grow or prosper on such lots; and
- 3.12.6 the Owner must not keep nor allow to be kept any cats or dogs on any such lot which abuts the Long Forest Nature Reserve;

3.13 Restrictions on specific lots: rural

Lot 24 on the Section 32 Plan is subject to the following additional restrictions:

- 3.13.1 prior to the issue of a statement of compliance for any further subdivision of lot 24 on the Section 32 Plan, the Owner must revegetate the area of that lot which is within 10 metres of the Creek with vegetation indigenous to the area to the satisfaction of Council and must thereafter protect and maintain the same area to the satisfaction of Council; and
- 3.13.2 prior to the issue of a statement of compliance for any further subdivision of lot 24 on the Section 32 Plan, the Owner must erect a fence parallel to the bank of the Creek, on the Western side only, at a distance of 10

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metres from that bank and must maintain such fence thereafter to the satisfaction of Council; and

3.14 Roundabout construction

the Owner agrees that, prior to the issue of a statement of compliance for any further subdivision of after the registration of [REDACTED] and before the registration of any further lots in [REDACTED] the Owner must, at the Owner's cost, carry out the following roadworks to VicRoads' standards:

3.14.1 design and construct a roundabout on the northwest corner of the Subject Land being the intersection of the subdivision road and Bences Road; and

3.14.2 design and construct a roundabout at the intersection of Bacchus Marsh Road and Flanagans Drive;

together with adequate drainage and street lighting, all to the satisfaction of Council.

4. FURTHER OBLIGATIONS OF THE OWNER

4.1 Notice and Registration

The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

4.2 Further actions

The Owner further covenants and agrees that:

4.2.1 the Owner will do all things necessary to give effect to this Agreement;

4.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

4.3 Council's Costs to be Paid

The Owner further covenants and agrees that the Owner will immediately pay to Council, Council's taxed reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner. The amount payable under this clause 4.3 will accrue interest from the date of this Agreement at the rate prescribed under section 227A of the *Local Government Act 1989* until the total payment is received by Council, and shall remain a debt (recoverable in any court of competent jurisdiction) due by the Owner to Council until the debt is paid. To the extent permissible, the debt shall be a charge as against part of the Subject Land (more particularly being lots 9 to 20 (inclusive) on PS 318914G) until the debt is paid and will be protected by a caveat lodged by Council on the title to those lots.

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5. AGREEMENT UNDER SECTION 173 OF THE ACT

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.

6. OWNER'S WARRANTIES

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

7. SUCCESSORS IN TITLE

Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

- 7.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 7.2 execute a deed agreeing to be bound by the terms of this Agreement.

8. GENERAL MATTERS

8.1 Notices

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

- 8.1.1 by delivering it personally to that party;
- 8.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- 8.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

8.2 Service of Notice

A notice or other communication is deemed served:

- 8.2.1 if delivered, on the next following business day;
- 8.2.2 if posted, on the expiration of 7 business days after the date of posting; or
- 8.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

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8.3 No Waiver

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

8.4 Severability

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.

8.5 No Fettering of Council's Powers

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

9. COMMENCEMENT OF AGREEMENT

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

10. TERMINATION OF PARTICULAR CLAUSES OF THE AGREEMENT

- CLAUSES 3.4 AND 3.6*
- 10.1 The parties agree that ~~clause 3.4~~ of this Agreement ends only as to part of the Subject Land, more particularly being lots [REDACTED] upon the issue of a statement of compliance for that plan of subdivision.
- 10.2 The parties agree that clause 3.12 of this Agreement ends only as to part of the Subject Land, more particularly being all of the Subject Land other than [REDACTED] on [REDACTED] upon the issue of a statement of compliance for that plan of subdivision.
- 10.3 The parties agree that clause 3.13 of this Agreement ends only as to part of the Subject Land, more particularly being all of the Subject Land except for lots [REDACTED] and [REDACTED] upon the issue of a statement of compliance for that plan of subdivision.
- 10.4 The parties agree that clause 3.14 of this Agreement ends upon the completion of the obligations set out in that clause to the satisfaction of Council.
- 10.5 As soon as reasonably practicable after the Agreement has ended in relation to any clause or in relation to any part of the Subject Land, Council will, at the request and at the cost of the Owner, make application to the Registrar of Titles under Section 183(2) of the Act to cancel or amend the recording of this Agreement on the register, as appropriate in accordance with the provisions of this Agreement.

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SIGNED FOR AND ON BEHALF of
MOORABOOL SHIRE COUNCIL under
Delegated Authority pursuant to
Section 188 (1) (b), Section (2) (b) and
Section 171 (2) (a) of the Planning and
Environment Act 1987 BY:



A circular seal for the Moorabool Shire Council. The outer ring contains the text "MOORABOOL SHIRE COUNCIL" at the top and "INCORPORATED 1934" at the bottom, separated by two stars. The center of the seal features a stylized map of the shire, with the words "MOORABOOL" and "SHIRE COUNCIL" printed below it. The words "COMMON SEAL" are printed in a larger font across the bottom center of the seal.

Witness

P. A. Lyons
Committee Pres.

SIGNED by [REDACTED]
[REDACTED] in the presence of:

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Mortgagees' Consents

[REDACTED] as Mortgagee of registered mortgage [REDACTED] consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

[REDACTED]

THE COMMONWEALTH BANK OF AUSTRALIA as Mortgagee of registered mortgage Nos. AD685839Q and AD686006L consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

SIGNED SEALED and DELIVERED in Victoria
for and on behalf of COMMONWEALTH BANK
OF AUSTRALIA by its Attorney

under Power dated 11 December 2000 a certified
copy of which is filed in Permanent Order Book
No: 277 at Page 016 who certifies that he/she is

A CONVEYANCING OFFICER
Victoria of COMMONWEALTH BANK OF AUSTRALIA
in the presence of:



CANTERBURY PRIVATE NURSING HOME PTY LTD ACN 105 702 985 as Mortgagee of an unregistered mortgage consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

THE COMMON SEAL of CANTERBURY
PRIVATE NURSING HOME PTY LTD
ACN 105 702 985 was affixed in the presence
of authorised persons:

)
)
)



[REDACTED]

Director

Full name

Usual address

Director (or Company Secretary)

Full name

Usual address

AE068310W
16/12/2005 \$252.30 173


Caveator's Consent

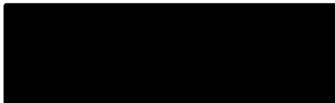
ASSOCIATION FOR VISUAL IMPAIRMENT, THE HOMELESS AND THE DESTITUTE INC
as Caveator of registered caveat no. AD174382L consents to the Owner entering into this Agreement.

**SIGNED by THE ASSOCIATION FOR
VISUAL IMPAIRMENT, THE
HOMELESS AND THE DESTITUTE INC.**
in the presence of:

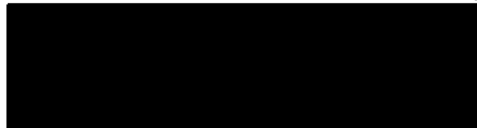
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Witness

Comm. Hee Resan



Comm. Hee Resan



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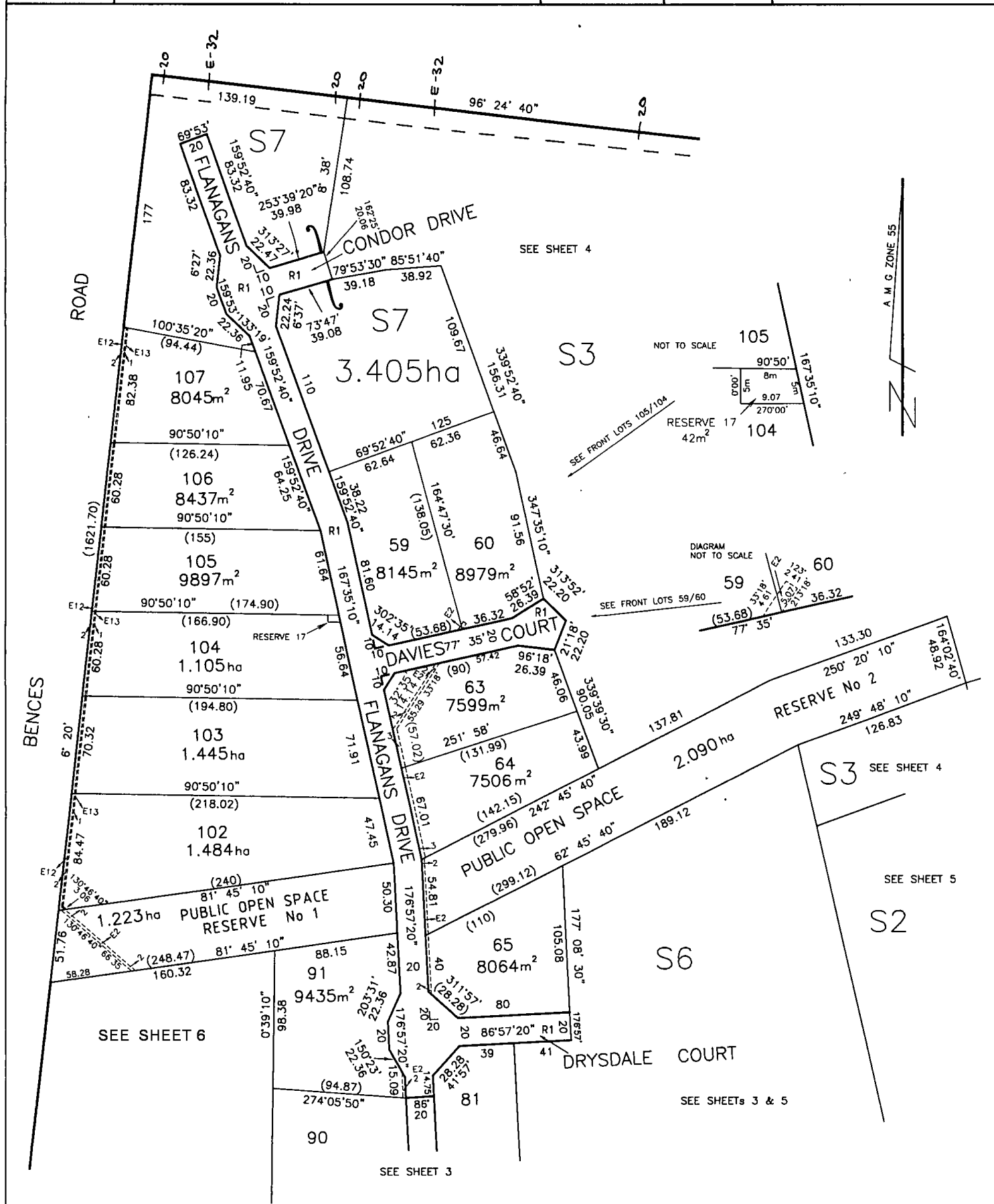
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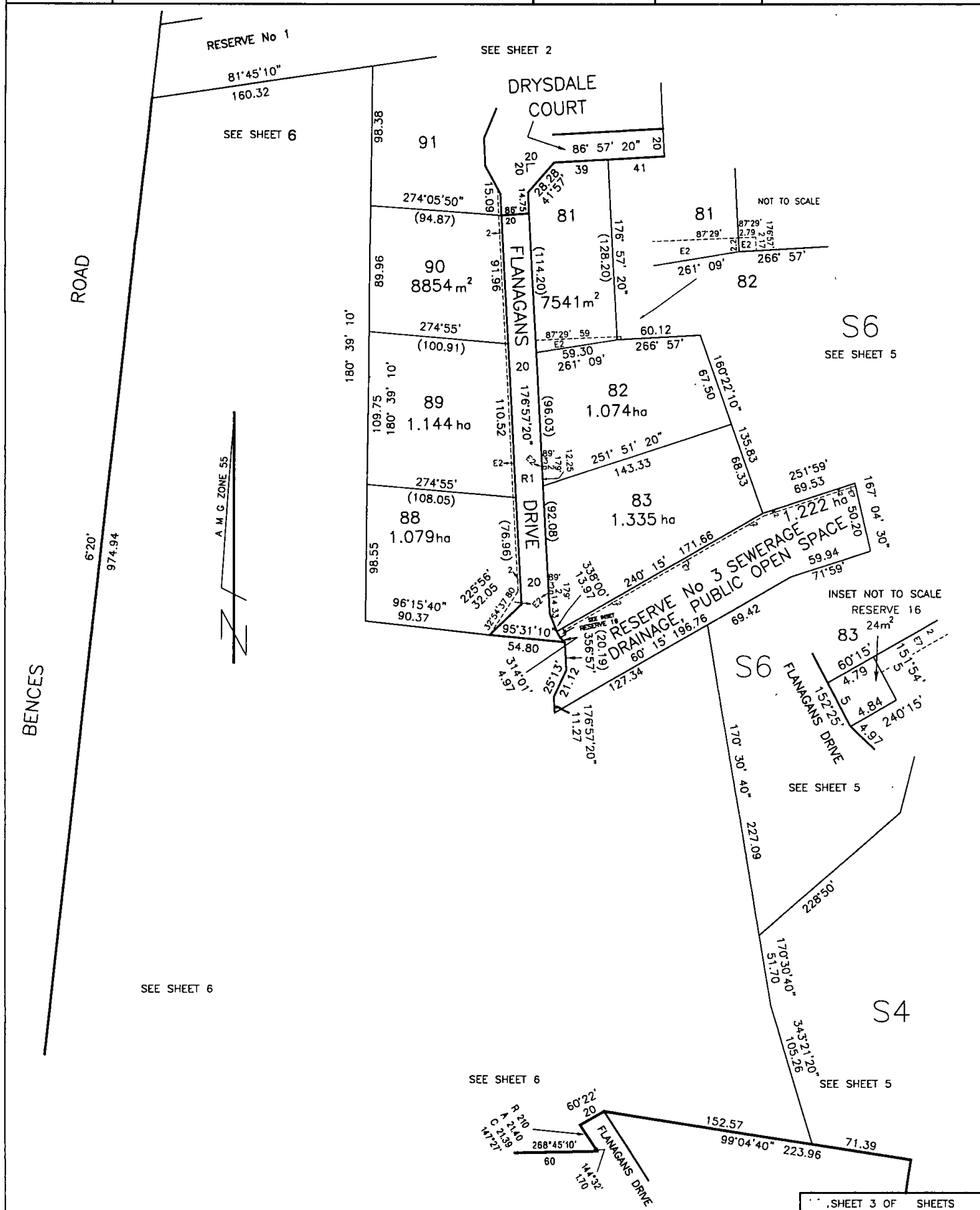
PLAN OF SUBDIVISION		STAGE No. EDITION 2	LTO USE ONLY EDITION 2	PLAN NUMBER PS 420001G										
LOCATION OF LAND PARISH : MERRIMU SECTION 18 CROWN ALLOTMENT H (part) LTO BASE RECORD D C M B TITLE REFERENCE LAST PLAN REFERENCE POSTAL ADDRESS (AT TIME OF SUBDIVISION) AMG CO-ORDINATES APPROX CENTRE OF LAND		COUNCIL CERTIFICATE AND ENDORSEMENT COUNCIL NAME : MOORABOOL REF : 083/99 1 THIS PLAN IS CERTIFIED UNDER SECTION 6 OF THE SUBDIVISION ACT 1988 2 THIS PLAN IS CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988. DATE OF ORIGINAL CERTIFICATION UNDER SECTION 11(7) 12 / 01 / 04. 3 THIS IS A STATEMENT OF COMPLIANCE ISSUED UNDER SECTION 21 OF THE SUBDIVISION ACT 1988: <u>OPEN SPACE</u> (i) A REQUIREMENT FOR PUBLIC OPEN SPACE UNDER SECTION 18 OF THE SUBDIVISION ACT 1988 HAS BEEN MADE (ii) THE REQUIREMENT HAS BEEN SATISFIED (iii) THE REQUIREMENT IS TO BE SATISFIED IN STAGE COUNCIL DELEGATE COUNCIL SEAL DATE : / / RE-CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988. COUNCIL DELEGATE COUNCIL SEAL DATE : 28 / 4 / 06												
VESTING OF ROADS AND/OR RESERVES <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>IDENTIFIER</th> <th>COUNCIL/BODY/PERSON</th> </tr> <tr> <td>R1 - ROAD</td> <td>SHIRE OF MOORABOOL</td> </tr> <tr> <td>RESERVE Nos 1,2,3</td> <td>SHIRE OF MOORABOOL</td> </tr> <tr> <td>RESERVE Nos 16,17</td> <td>POWERCOR AUSTRALIA LTD.</td> </tr> <tr> <td>R2 ROAD</td> <td>SHIRE OF MOORABOOL</td> </tr> </table>		IDENTIFIER	COUNCIL/BODY/PERSON	R1 - ROAD	SHIRE OF MOORABOOL	RESERVE Nos 1,2,3	SHIRE OF MOORABOOL	RESERVE Nos 16,17	POWERCOR AUSTRALIA LTD.	R2 ROAD	SHIRE OF MOORABOOL	NOTATIONS THIS IS A STAGED SUBDIVISION PLANNING PERMIT No. 083/99 THIS PLAN IS BASED ON SURVEY EXCEPT FOR THAT PART OF S5 WITH DIMENSIONS UNDERLINED THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARK Nos 89 & 90 PROCLAIMED SURVEY AREA No. DEPTH LIMITATION DOES NOT APPLY		
IDENTIFIER	COUNCIL/BODY/PERSON													
R1 - ROAD	SHIRE OF MOORABOOL													
RESERVE Nos 1,2,3	SHIRE OF MOORABOOL													
RESERVE Nos 16,17	POWERCOR AUSTRALIA LTD.													
R2 ROAD	SHIRE OF MOORABOOL													
EASEMENT INFORMATION														
LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)														
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF										
E12 E13	WATER SUPPLY	SEE	THIS PLAN	WESTERN WATER										
E2 E12	SEWERAGE	PLAN	THIS PLAN	WESTERN WATER										
E7	ELECTRICITY SUPPLY	2	THIS PLAN	POWERCOR AUSTRALIA LTD.										
E32	CARRIAGEWAY	20	PS318904G	SHIRE OF MOORABOOL AND DEPARTMENT OF SUSTAINABILITY AND ENVIRONMENT										
E9	DRAINAGE	SEE	PS318904G	LAND IN PS318904G AND THE SHIRE OF MOORABOOL										
E9	SEWERAGE	PLAN	PS318904G	WESTERN WATER										
E-1, E-6	DRAINAGE	SEE	THIS PLAN	SHIRE OF MOORABOOL										
E-2, E-6	SEWERAGE	PLAN	THIS PLAN	WESTERN WATER										
E-15	SEWERAGE	PLAN	THIS PLAN	LOT 98 ON THIS PLAN										
R. G. MARSELLA PTY. LTD CONSULTING SURVEYORS INCORPORATED IN VICTORIA A.B.N. 54 005 482 066 307 MAIN ST., MORNINGTON VIC 3931 PH 5975 2641 FAX 9787 0363			LICENSED SURVEYOR <u>RICCARDO G. MARSELLA</u> SIGNATURE DATE 27/04/2006 REF 97744 VERSION 12											
LR USE ONLY STATEMENT OF COMPLIANCE / EXEMPTION STATEMENT RECEIVED ☒ DATE 28 / 4 / 06			THIS IS AN LR COMPILED PLAN CHECKED 3/05/2005 [Signature] Assistant Registrar of Titles											
SHEET 1 OF 7 SHEETS			DATE 28 / 4 / 06 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3											

PLAN OF SUBDIVISION	STAGE No	EDITION	PLAN NUMBER PS 420001G
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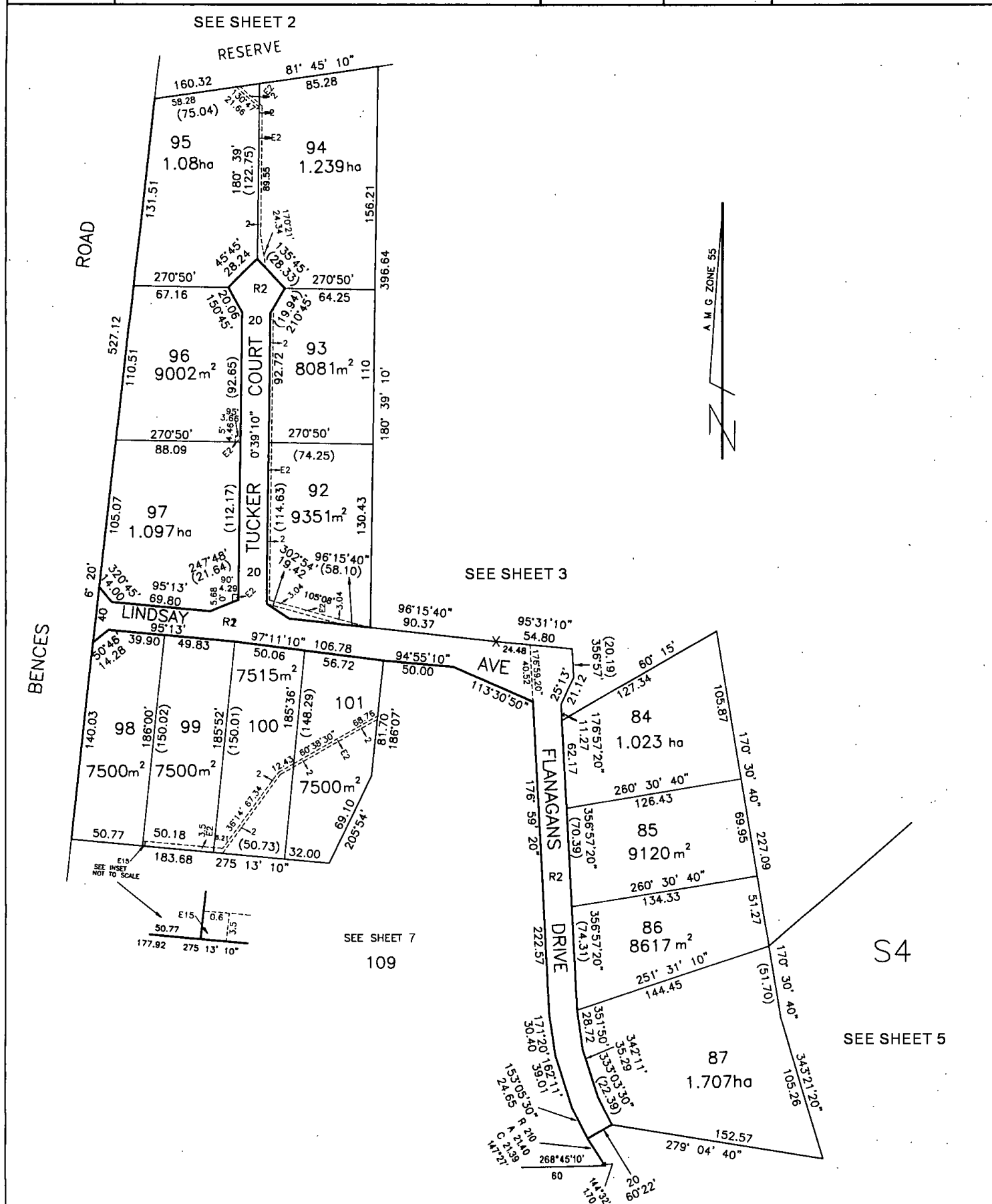
ORIGINAL SCALE 1:2500 SHEET SIZE A3	R. G. MARSELLA PTY. LTD CONSULTING SURVEYORS INCORPORATED IN VICTORIA A.B.N. 54 005 482 066 307 MAIN ST., MORNINGTON VIC 3931 PH 5975 2641 FAX 9787 0363	SCALE 0 25 75 125 LENGTHS ARE IN METRES	LICENSED SURVEYOR RICCARDO G. MARSELLA DATE 27/04/2006 REF 97744 VERSION 12	SHEET 2 OF SHEETS DATE 28/4/06 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION		STAGE No	EDITION	PLAN NUMBER PS 420001G
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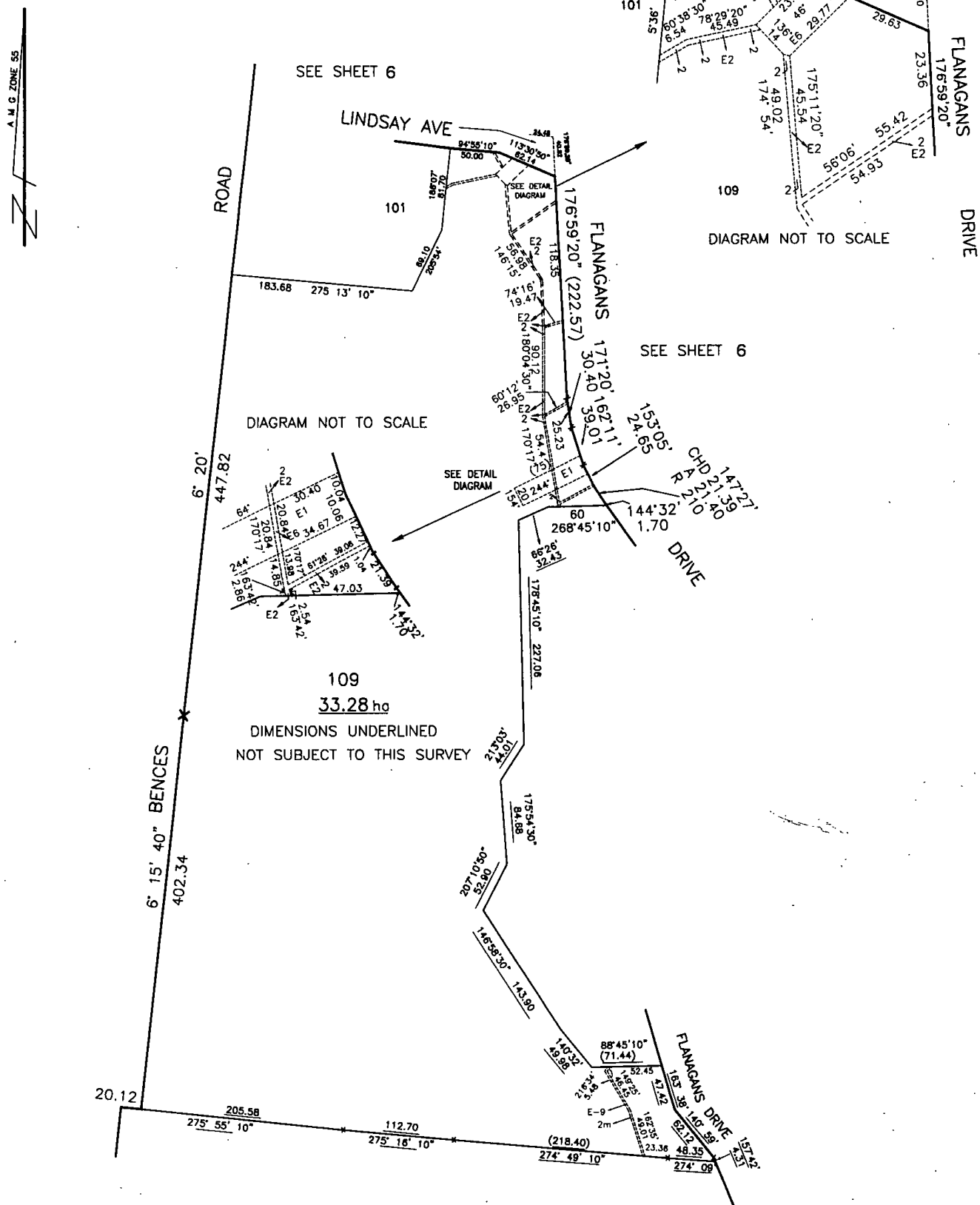
ORIGINAL		R. G. MARSELLA PTY. LTD CONSULTING SURVEYORS INCORPORATED IN VICTORIA A.B.N. 54 005 482 066 307 MAIN ST., MORNINGTON VIC 3931 PH 5975 2641 FAX 9787 0363	SCALE 0 25 75 125 LENGTHS ARE IN METRES	LICENSED SURVEYOR RICCARDO G. MARSELLA DATE 27/04/2006 REF 97744 VERSION 12	SHEET 3 OF SHEETS DATE 28 / 4 / 06 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3
SCALE 1:2500	SHEET SIZE A3				

PLAN OF SUBDIVISION		STAGE No	EDITION	PLAN NUMBER PS 420001G
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ORIGINAL		R. G. MARSELLA PTY. LTD CONSULTING SURVEYORS INCORPORATED IN VICTORIA A.B.N. 54 005 482 066		LICENSED SURVEYOR RICCARDO G. MARSELLA		SHEET 6 OF SHEETS	
SCALE 1:2500	SHEET SIZE A3	307 MAIN ST., MORNINGTON VIC 3931 PH 5975 2641 FAX 9787 0363		SCALE 0 25 75 125 LENGTHS ARE IN METRES		DATE 27/04/2006 REF 97744 VERSION 12	
						DATE / / COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE A3	

PS 420001G



SHEET 7 OF SHEETS

ORIGINAL

R. G. MARSELLA PTY. LTD
CONSULTING SURVEYORS
INCORPORATED IN VICTORIA

307 MAIN ST., MORNINGTON VIC 3931
PH 5975 2641
FAX 9787 0363

SCALF

1:4000

0 40 120 200

LENGTHS ARE IN METRES

LICENSED SURVEYOR
RICCARDO G. MARSELLA

DATE 27/04/2006

REF 97744

VERSION 12

DATE / /
COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

