

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

Page 1 of 1

VOLUME 08617 FOLIO 660

Security no : 124117492322H
Produced 16/08/2024 01:56 PM

CROWN GRANT

LAND DESCRIPTION

Crown Allotment 26F Parish of Traralgon.

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors

[REDACTED] both of [REDACTED]
AB382476H 02/07/2002

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AB382477F 02/07/2002
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

MORTGAGE AH784131B 12/02/2011
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

COVENANT as to part D423517

COVENANT as to part D715342

Any crown grant reservations exceptions conditions limitations and powers
noted on the plan or imaged folio set out under DIAGRAM LOCATION below.
For details of any other encumbrances see the plan or imaged folio set out
under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE TP004233S 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: UNIT 2 55 GLENDALE ROAD TRARALGON VIC 3844

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 23/10/2016

DOCUMENT END

Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	TP004233S
Number of Pages (excluding this cover sheet)	3
Document Assembled	16/08/2024 13:56

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	TITLE PLAN		EDITION 1	TP 4233S
Location of Land Parish: TRARALGON Township: Section: Crown Allotment: 26 ^F Crown Portion: LTO base record: Last Plan Reference: Title References: V 8617 F 660 Depth Limitation: 15.24 METRES			Notations: SUBJECT TO THE RESERVATIONS EXCEPTIONS CONDITIONS AND POWERS CONTAINED IN CROWN GRANT VOL 8617 FOL 660 AND NOTED ON SHEET 3 OF THIS PLAN WATERWAY NOTATION: LAND IN THIS PLAN MAY ABUT CROWN LAND THAT MAY BE SUBJECT TO A CROWN LICENCE TO USE	
Easement Information E-1 & E-2 : THE CONDITION IN CROWN GRANT TO LATROBE RIVER IMPROVEMENT TRUST E-2 & E-3 : THE EASEMENT TO ESSO CREATED BY D 423517 E-4 : THE EASEMENT TO VICTORIAN PIPELINES COMMISSION CREATED BY D 715342			THIS PLAN HAS BEEN PREPARED BY THE VICTORIAN LAND TITLES OFFICE FOR TITLE DIAGRAM PURPOSES Checked by [REDACTED] Date 15 / 3 / 95 Assistant Registrar of Titles	
FOR DIAGRAM DETAILS SEE SHEET 2				
			Sheet 1 of 3 Sheets	
		SCALE SHEET SIZE A3		

	TITLE PLAN		TP 4233S
<h2 style="margin: 0;">RESERVATIONS EXCEPTIONS CONDITIONS AND POWERS</h2>			
PROVIDED			
<p>that this Grant is made subject to—</p> <p>(a) the reservation to Us Our heirs and successors of—</p> <p style="margin-left: 40px;">(i) all gold silver uranium thorium and minerals within the meaning of the <i>Mines Act</i> 1958 and petroleum within the meaning of the <i>Petroleum Act</i> 1958 (hereinafter called "the reserved minerals");</p> <p style="margin-left: 40px;">(ii) rights of access for the purpose of searching for and obtaining the reserved minerals in any part of the said land;</p> <p style="margin-left: 40px;">(iii) rights of access and for pipe-lines works and other purposes necessary for obtaining and conveying on and from the said land any of the reserved minerals which is obtained in any part of the said land;</p> <p>(b) the right to resume the said land for mining purposes pursuant to section 205 of the <i>Land Act</i> 1958;</p> <p>(c) the right of any person being the holder of a miner's right or of a mining lease or mineral lease under the <i>Mines Act</i> 1958 or any corresponding previous enactment to enter on the said land and to mine for gold or minerals within the meaning of that Act and to erect and occupy mining plant or machinery thereon in the same manner and under the same conditions and provisions as those under which such a person has now the right to mine for gold and silver in and upon Crown lands provided that compensation as prescribed by Part II. of that Act is paid for surface damage to be done to the said land by reason of mining thereon.</p> <p>(d) the condition that the Latrobe River Improvement Trust and its servants agents and workmen shall have the right at all times hereafter to enter in and upon so much of the said land as is approximately shown by E-1 & E-2 in the said map (hereinafter called "the channel area") and to clear the same of obstructions and to dig out excavate and construct a water channel for the purposes of drainage through in and upon the channel area in such manner and of such width depth and nature as Latrobe River Improvement Trust may deem advisable and to use the said channel for all purposes of drainage and also to repair and alter the said channel and to deposit or place and allow to remain on or along the channel area or any part thereof all timber earth soil stone gravel or other substance matter or thing which may be removed or excavated in clearing the channel area or in the making or construction of the said channel or in repairing or altering the same and also to go pass and repass for all the purposes aforesaid either with or without horses or other animals carts or other carriages through over and along the channel area.</p>			
			Sheet 3 of 3 Sheets
		SCALE	SHEET SIZE A3

Imaged Document Cover Sheet

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Document Type	Instrument
Document Identification	D715342
Number of Pages (excluding this cover sheet)	6
Document Assembled	16/08/2024 13:56

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REGD

*****6.00 F RT T

10-16 87 WEEKLY 13 TROWTH

VICTORIA

CREATION OF EASEMENT

MARCELLO ANTONELLO Farmer and MARIA ANTONELLO Married Woman

of TRARALGON

(hereinafter called "the Owner"): being registered or entitled to be registered as the proprietor of an estate in fee simple in the land secondly hereinafter described subject to the encumbrances notified hereunder in consideration of the sum of FOUR HUNDRED AND FORTY-SIX DOLLARS AND THIRTY-FOUR CENTS (\$446.34)

paid to us by the VICTORIAN PIPELINES COMMISSION (hereinafter called "the Commission") Do HEREBY TRANSFER AND GRANT unto the Commission and its successors and transferees registered proprietor or proprietors for the time being of ALL THAT piece of land being part of Crown Portion 95 Parish of Eumemmerring and being the whole of



DD715342-1-1

the land comprised in Certificate of Title entered in the Register Book Volume 8727 Folio 144 FULL AND FREE RIGHT AND LIBERTY to and for it and them and its and their contractors servants agents and workmen at all times hereafter for the purposes of the Victorian Pipelines Commission Act 1966 :—

- (a) To ENTER AND RE-ENTER in and upon ALL THAT piece of land delineated and colored red on the plan drawn hereon or annexed hereto and marked "A" and being Allotment twenty-six Parish of Traralgon and being part of the land more particularly described in Crown Grant volume 8617 Folio 660.

9/6

9/ 8617-660 (P)

to

9/ 8727-144

(NN)

NP

25/5/70

22.2.1

(which land is hereinafter referred to as "the servient tenement") and to bring on or remove therefrom any plant equipment or materials and to construct re-construct or demolish any works and to excavate trenches and for footings or foundations and to lay or erect or place in on under over along or across the servient tenement and from time to time to repair remove renew re-lay or re-erect any pipes or systems of pipes for the conveyance of hydrocarbons in a gaseous state and any ancillary equipment and works associated with any such pipes or systems of pipes at any place or places and in any position or positions PROVIDED ALWAYS that the upper surface of any such pipes or systems of pipes when laid shall be approximately three feet below the surface of the servient tenement but any ancillary equipment and works associated therewith may extend up to or be upon or above the surface.

- (b) To erect and maintain any gates upon the servient tenement and any temporary fences during any period of construction or maintenance of works.

5.6.70

Ed. 9/8 11/6/70

- (c) To fell and remove any tree or any limb or limbs of any tree and remove any obstructions upon the servient tenement and to carry out thereon any digging cutting excavating grading and re-grading.

18.5.70

- (d) To go pass and repass for all of the purposes aforesaid either with or without vehicles machines plant and equipment through over and along the servient tenement.
- (e) To use the servient tenement for all purposes of and incidental to the transmission of hydrocarbons in gaseous state.
- (f) To keep the servient tenement free of any buildings whatsoever and free from any obstructions above the surface.
- (g) To maintain inspect alter repair duplicate add to renew use take up remove and replace all works and installations.
- (h) To enter re-enter and pass on foot or on horseback or in any vehicle or machine over and along the servient tenement as often as the Commission or its officers may desire for the purpose of protecting inspecting maintaining altering repairing duplicating adding to renewing using taking up removing or replacing all works and installations.

PROVIDED ALWAYS that nothing herein contained shall be deemed in any way to restrict limit or detract from any right power authority or immunity of the Commission or its successors under or by virtue of the Victorian Pipelines Commission Act 1966 or any amendment thereof or any other statute or regulation which now or hereafter may confer any rights powers authorities or immunities on the Commission.

AND PROVIDED FURTHER that the Commission will at all times fill in any excavations made in the exercise of the powers and rights hereby granted and leave the servient tenement reasonably level and free from rubbish and debris and will pay to the Owner reasonable compensation for disturbance caused by the execution by the Commission of any works on or in the servient tenement which may be carried out after completion of the initial works to be performed and constructed thereon or therein.

AND the Owner for himself his heirs executors and administrators and transferees registered proprietor or proprietors for the time being of the servient tenement HEREBY COVENANTS with the Commission and its successors and transferees registered proprietor or proprietors for the time being of the land firstly hereinbefore described not to erect on any part of the servient tenement any building or other structure or place thereon any obstruction or to cultivate or dig or excavate any part of the surface of the servient tenement to a depth greater than one foot without the previous consent in writing of the Commission first had and obtained.

AND IT IS HEREBY AGREED AND DECLARED that in the interpretation of this Instrument the singular number shall include the plural number and vice versa and the masculine gender shall include the feminine and neuter genders.

DATED the 17th day of April One thousand nine hundred and sixty-nine.

SIGNED SEALED AND DELIVERED by the
said MARCELLO ANTONELLO AND
MARIA ANTONELLO
in the State of Victoria in the presence of:

M. Antonello
Maria Antonello

Blay

VICTORIAN PIPELINES COMMISSION

Easement required for DUTSON-DANDENONG NATURAL GAS PIPELINE

Owner MARCELLO ANTONELLO & MARIA ANTONELLO

Address TRARALGON

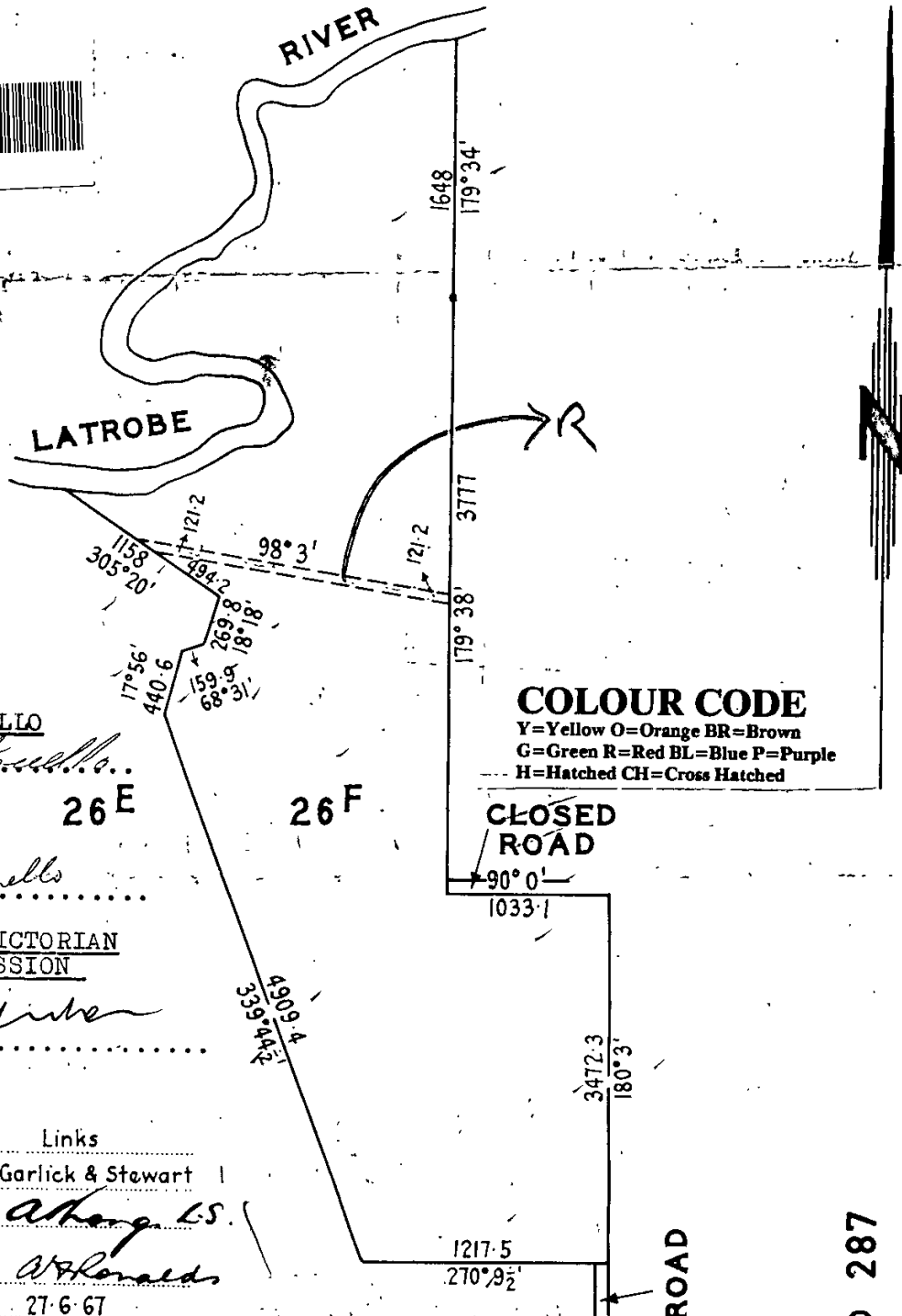
Part of Allotment 26^F
Parish of TRARALGON

Section
County of BULN BULN

Area 2^a - 1 - 35^p

Certificate { Vol. 8617
Fol. 660

Scale:- 10 CHAINS to an Inch.



MARCELLO ANTONELLO

M. Antonello

MARIA ANTONELLO

Maria Antonello

Secretary for VICTORIAN
PIPELINES COMMISSION

[Signature]

Measurements are in Links
Draftsman Garlick & Stewart
Checked *A. Long L.S.*
For Vic. Pipelines Commission *A. Ronalds*
Date 27-6-67

D 287



Natural Resources and Environment

AGRICULTURE · RESOURCES · CONSERVATION · LAND MANAGEMENT

**INTENTIONALLY
BLANK**



THE COMMON SEAL of VICTORIAN PIPELINES
COMMISSION was hereunto affixed by the authority
of the Commission and is hereby attested by :—



A. J. Thomas

Commissioner

J. J. McLean

Commissioner

A. J. Thomas

Secretary

ENCUMBRANCES REFERRED TO



DD715342-3-3

To the Registrar of Titles: Please register this Creation of Easement and upon completion Certificate of Title Volume 8617 Folio 660 to be returned to Ambrose, Riches & Co.

Ambrose, Riches & Co.
AMBROSE, RICHES & CO.



MARCELLO & MARIA ANTONELLO

WITH

VICTORIAN PIPELINES COMMISSION

CREATION OF EASEMENT

WEIGALL & CROWTHER

SOLICITORS

83 WILLIAM STREET
MELBOURNE, 3000.

DFB

626121

Hutton, Partridge & Co. Pty. Ltd., Printers, Melbourne.

A memorandum of the within instrument
has been entered in the Register Book.



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Document Type	Instrument
Document Identification	D423517
Number of Pages (excluding this cover sheet)	6
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D423517
10-39 276 127 JUN 19-69

D423517

ARTHUR ROBINSON & CO.
VICTORIA

REGD

CREATION OF EASEMENTWE MARCELLO ANTONELLO Farmer and MARIA ANTONELLO Married Woman
both of Buffalo River Myrtleford

(hereinafter called "the Grantor") being registered as the proprietor of an estate in fee simple in the land secondly herein-after described subject to the encumbrances notified hereunder in consideration of the sum of \$ 170.39 paid to us DO HEREBY TRANSFER and GRANT unto ESSO EXPLORATION AND PRODUCTION AUSTRALIA INC. of 380 Lonsdale Street Melbourne and HEMATITE PETROLEUM PROPRIETARY LIMITED of 500 Bourke Street Melbourne and their transferees in fee simple the registered proprietor or proprietors for the time being of ALL THOSE pieces of land being the whole of the land described in Certificates of Title Volume 8718 Folio 882 Volume 8718 Folio 883 Volume 8718 Folio 886 Volume 8718 Folio 887 Volume 8718 Folio 888 Volume 8718 Folio 889 and Volume 5992 Folio 297 and Lot 2 on Plan of Subdivision Number 72314 Parish of Glencoe South and being part of the land described in Crown Grant Volume 5643 Folio 486 (hereinafter called "the Grantees") at all times hereafter the full and free liberty and right, as appurtenant to the lands comprised in the said Certificates of Title (which lands are hereinafter referred to as the "dominant tenement"), on over under and through ALL THAT piece of land delineated and coloured blue on the plan annexed hereto (hereinafter referred to as the "servient tenement") being part of Crown Allotment 26th Parish of Traralgon and being part of the land more particularly described in Crown Grant Volume 8617 Folio 660

to lay down, construct, change the size and number of, operate, maintain, inspect, patrol (including aerial patrol), alter, remove, replace, reconstruct and/or repair one or more pipelines designed to convey or conveying oil and other liquid or gaseous hydrocarbons, natural and artificial gas and any products or by-products thereof and any other substance which may be transported by pipeline together with all the works of the Grantees useful in connection with or incidental to their undertaking including but without limiting the generality of the foregoing all such communication and power systems (including pole lines), drips, valves, valve chambers, manholes, inspection pits, fittings, meters, connections and all other equipment and appurtenances whether or not similar to the foregoing as may be useful or convenient in connection therewith or incidental thereto (hereinafter called "the Grantees' appliances") and together with the right for the Grantees and their surveyors, engineers, servants, agents, licensees, contractors, sub-contractors and others authorised by them (hereinafter called "the Grantees' associates")—

- (1) to enter upon and remain pass and repass on and over the servient tenement for all or any of the purposes aforesaid and with or without vehicles, plant and equipment of any description;
- (2) to clear the servient tenement and cut and remove timber, trees, undergrowth, crops and fences and construct and maintain gates in fences crossing the servient tenement and the other adjacent land of the Grantor as the Grantees shall consider necessary or desirable.

And the Grantor for himself his heirs executors administrators and assigns registered proprietor or proprietors of the servient tenement and every part thereof hereby covenants with the Grantees and each of them to the extent that the burden of this covenant may run with and bind the servient tenement and every part thereof and that the benefit thereof may be annexed to and run with the dominant tenement that the Grantor shall not without the prior written consent of the Grantees plant or permit to be planted any trees or shrubs on the servient tenement or excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the servient tenement or any part thereof any pit, well, foundation, pavement or other structure or installation nor shall the Grantor alter or disturb or permit to be altered or disturbed (other than by the processes of nature) the present grades and contours of the servient tenement but otherwise the Grantor shall have the right fully to use and enjoy the servient tenement subject always to and so as not to interfere with the rights and privileges hereby granted and conferred upon the Grantees.

The Grantor and the Grantees hereby mutually covenant and agree one with the other of them as follows:—

A. The consideration hereinbefore mentioned is acknowledged by the Grantor to be in full satisfaction of all moneys payable for the granting of this easement in favour of the Grantees.

B. The Grantees will compensate the Grantor for damage done from and after the date this instrument shall have been delivered to the Grantees to the Grantor's crops, timber, pasture lands, live stock, improvements and other property on the servient tenement or any land of the Grantor adjacent thereto by reason of the exercise of the rights hereinbefore granted. In the event of any difference arising between the Grantor and the Grantees as to the amount of such compensation the same shall be determined in the manner provided in the Arbitration Act 1958. Any compensation paid by the Grantees to the Grantor shall include compensation for damage done to the crops, timber, pasture lands, live stock, improvements and other property on the servient tenement or any land of the Grantor adjacent thereto in which any tenant, sharefarmer or other person has any interest and the Grantor agrees to indemnify the Grantees against any claim by any such tenant, sharefarmer or other person for any damage done by the Grantees in the performance of their rights under this easement.

C. The Grantees shall as soon as weather and soil conditions permit and subject to the restrictions hereinbefore contained and insofar as it is practicable so to do bury and maintain all pipelines so as not to interfere unreasonably with the use of the servient tenement.

D. Notwithstanding any rule of law or equity the pipes (which term shall include all pipelines and the Grantees' appliances) brought onto laid or erected upon or buried in or under the servient tenement by the Grantees shall at all times remain the property of the Grantees and their assigns notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Grantees and their assigns.

E. Unless otherwise agreed by the Grantor and the Grantees upon the discontinuance of the use of the servient tenement by the Grantees the Grantees may at their option leave the pipe or any part thereof and the Grantees' appliances in the ground but if the Grantees damage the property of the Grantor during the removal of the pipe or appliances then the Grantees will compensate the Grantor upon the terms and in the manner contained in Clause B hereof.

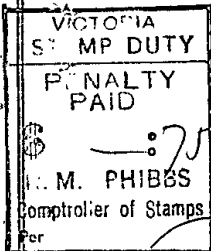
F. The Grantees performing and observing the covenants, and conditions on their part to be observed and performed shall and may peacefully hold and enjoy the rights, liberties, privileges and easement hereby granted without hindrance, molestation or interference on the part of the Grantor or of any person firm or corporation claiming by through under or in trust for the Grantor.

G. All notices to be given hereunder may be given by prepaid registered or certified letter addressed to the Grantor by being forwarded to the registered proprietor for the time being at his latest address shown in the Register Book and to the Grantees at 380 Lonsdale Street Melbourne or such other address as the Grantor and Grantees may respectively from time to time designate in writing and any such notice shall be deemed to have been given to and received by the addressee on the third day following that on which the same is posted.

H. Neither this instrument nor anything herein contained shall affect or prejudice the rights of the Grantees or the Grantees' associates under the Pipelines Act 1967 or under any consent granted pursuant to Section 9 (2) of the said Act or under any permit granted pursuant to Section 12 of the said Act or any written permission given pursuant to Section 22 (1) of the said Act or any other rights of the Grantees under the said Act.

I. The Grantor will execute every such deed, instrument or assurance and do every such thing for further or more effectively securing the rights and interests of the Grantees to or in the servient tenement or any part or parts thereof pursuant to these presents as shall by the Grantees be reasonably required.

Form No. 4, 1/9/67.



③

C/E + Covenant

8617-660 Pt

to

8718-882-3 incl

8718-886-9 incl

8727-448

5922-237

1-8-69

JUN-17-69

VICTORIA

STAMP DUTY

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16/8/69

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DD423517-1-4

J. Wherever the singular or masculine is used it shall be construed as if the plural feminine or neuter, as the case may be had been used where the context or the party or parties hereto so require and the rest of the sentence shall be construed as if the grammatical and other changes thereby rendered necessary had been made and where more than one Grantor is a party hereto the covenants herein contained shall extend to and bind such Grantors jointly and each of them severally.

DATED this 17th day of December One thousand nine hundred and sixty-eight.

SIGNED by the said MARCELLO ANTONELLO

in Victoria in the presence of:

SIGNED by the said MARIA ANTONELLO

in Victoria in the presence of:

EXECUTED by ESSO EXPLORATION AND PRODUCTION AUSTRALIA INC. by being SIGNED SEALED AND DELIVERED in Victoria by JAMES EUGENE PIANTA

161368
its attorney under Power Number 160324 in the presence of:

EXECUTED by HEMATITE-PETROLEUM PROPRIETARY LIMITED by being SIGNED SEALED AND DELIVERED in Victoria by COLIN PARKER

its attorney under Power Number 160324 in the presence of

ENCUMBRANCES REFERRED TO:
Any easements affecting the same.

~~under Mortgage Number~~ being the Mortgage in the Register Book of part of the abovementioned land hereby consent to the above Creation of Easement and Restrictive Covenant and to this Creation of Easement and Restrictive Covenant taking priority over the said Mortgage and to an endorsement to that effect being made on the said Mortgage.

DISTRIBUTION: Original — Office of Titles.
1st Copy — Const's Div. for Company.
2nd Copy — R/W Agent.
3rd Copy — Landowner.
4th Copy — Solicitor.

Form No. 4, 1-9-67.

ESSO EXPLORATION AND PRODUCTION AUSTRALIA INC. AND HEMATITE PETROLEUM PROPRIETARY LIMITED

RIGHT-OF-WAY EASEMENT

REQUIRED FOR PIPELINE

OWNER MARCELLO ANTONELLO & MARIA ANTONELLO

ADDRESS BUFFALO RIVER, MYRTLEFORD

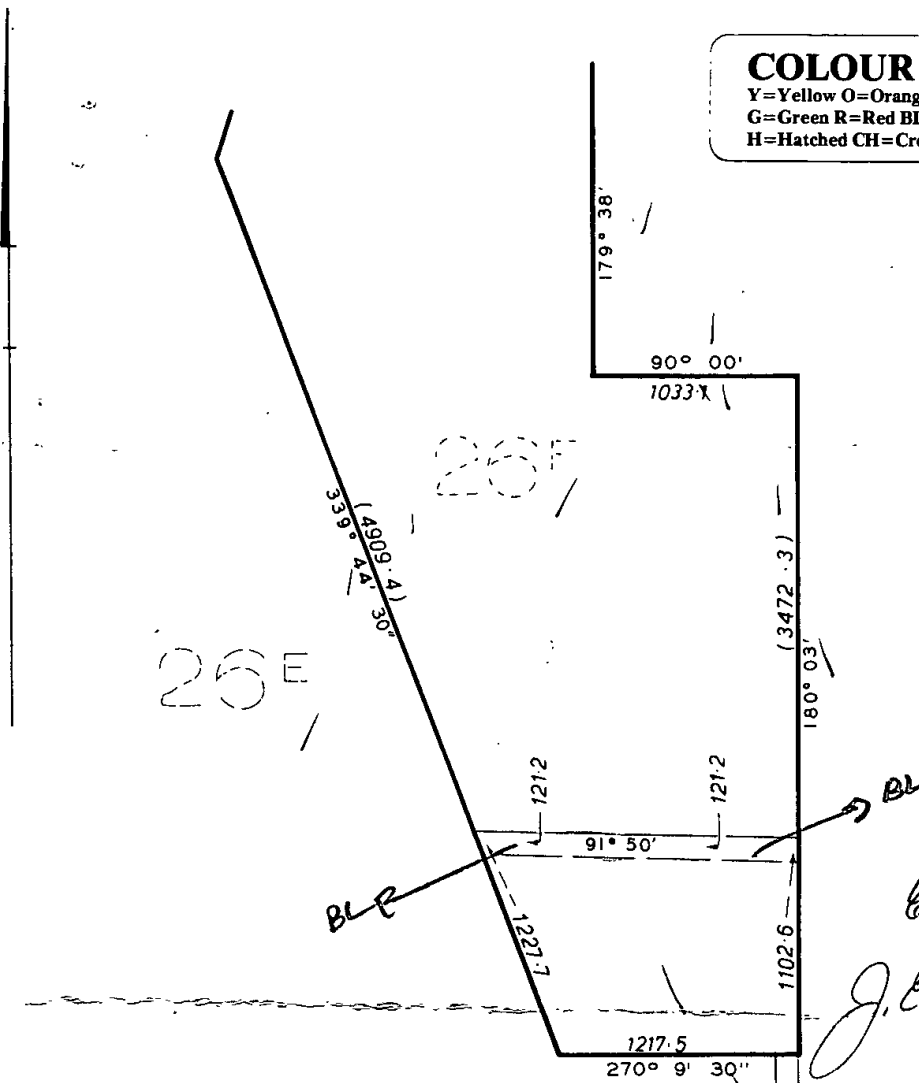
CROWN ALLOTMENT 26F

PARISH OF TRARALGON

COUNTY OF BULN BULN

Certificate of Title VOLUME 8617 FOLIO 660
Area 1.96550 AC. 1A. 3R. 34⁴/₁₀P.

Scale: 8 CHAINS to an inch
Measurements are in LINKS



COLOUR CODE

Y=Yellow O=Orange BR=Brown
G=Green R=Red BL=Blue P=Purple
H=Hatched CH=Cross Hatched

I certify that this plan has been made by me, agrees with title, is mathematically correct and the easement being created has been reasonably located in accordance with title position.

J. A. Gannon
Date 5/6/16 Licensed Surveyor

E. L. Parker

J. C. Pianta

X M. Chubb

X Maria Antonello

SURVEYORS
J. A. GANNON & ASSOCIATES
in association with
CULLIVER & SIM

J. A. Gannon
17-10-68
Licensed Surveyor



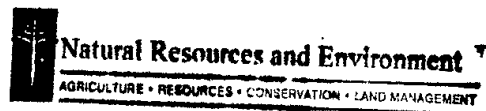
00423517-2-1

RIGHT-OF-WAY OR
EASEMENT NUMBER

TR - 369

Ref. No. 783

Plan No. 170



**INTENTIONALLY
BLANK**

]

✓



DD423517-3-7

To the Registrar of Titles,

Please register this Creation of Easement and on completion
return Crown Grant Volume 8617 Folio 660 to **AMBROSE, RICHES & CO.**
of Melbourne.

AMBROSE, RICHES & CO.

Ambrose, Riches & Co...

A memorandum of the within instrument
has been entered in the Register Book.



MARCELLO ANTONELLO
and MARIA ANTONELLO

to

ESSO EXPLORATION AND
PRODUCTION AUSTRALIA INC. AND
HEMATITE PETROLEUM
PROPRIETARY LIMITED

CREATION OF EASEMENT

ARTHUR ROBINSON & CO.
Solicitors
447 Collins Street, Melbourne, 3000.

TR-369

Dated the day of 1968

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

Page 1 of 1

VOLUME 12544 FOLIO 572

Security no : 124117118182G
Produced 02/08/2024 10:38 AM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 917901X.
PARENT TITLE Volume 10150 Folio 467
Created by instrument PS917901X 01/05/2024

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
GIPPSLAND DEVELOPMENT GROUP PTY LTD of 44 MCNAIRN ROAD TRARALGON EAST VIC
3844
PS917901X 01/05/2024

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.

DIAGRAM LOCATION

SEE PS917901X FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	PLAN OF SUBD.	STATUS	DATE
PS917901X (B)	PLAN OF SUBD. X35	Registered	01/05/2024

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

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

ADMINISTRATIVE NOTICES

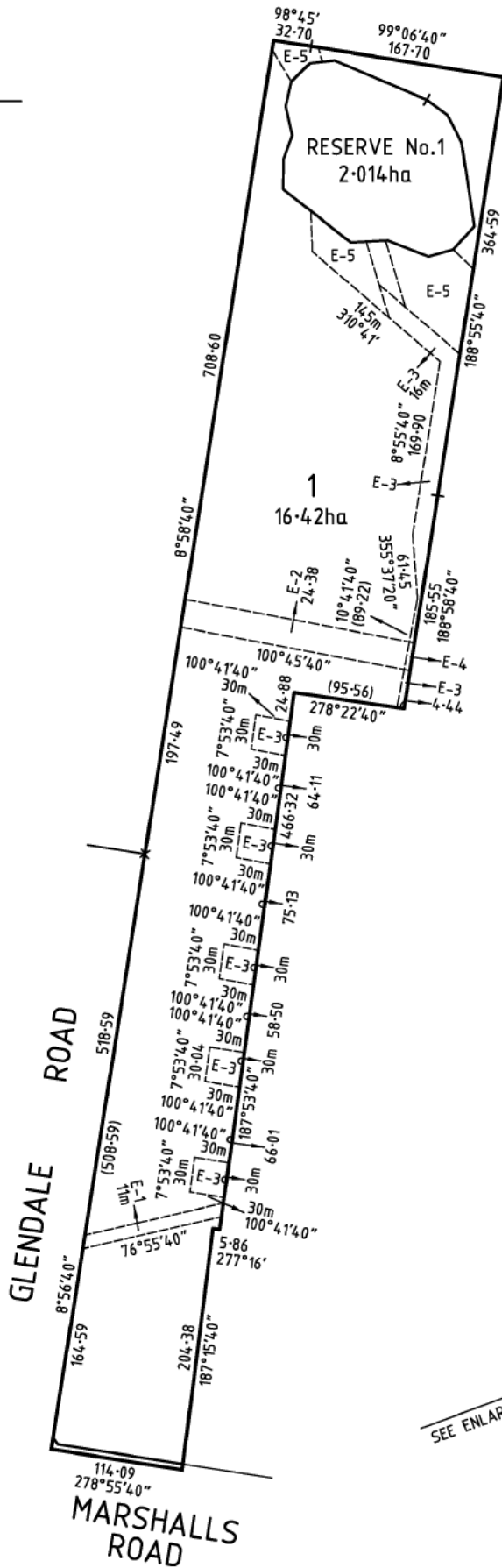
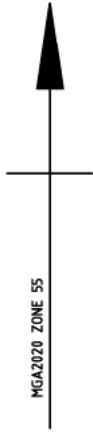
NIL

eCT Control 16524X PRIOR LAW
Effective from 01/05/2024

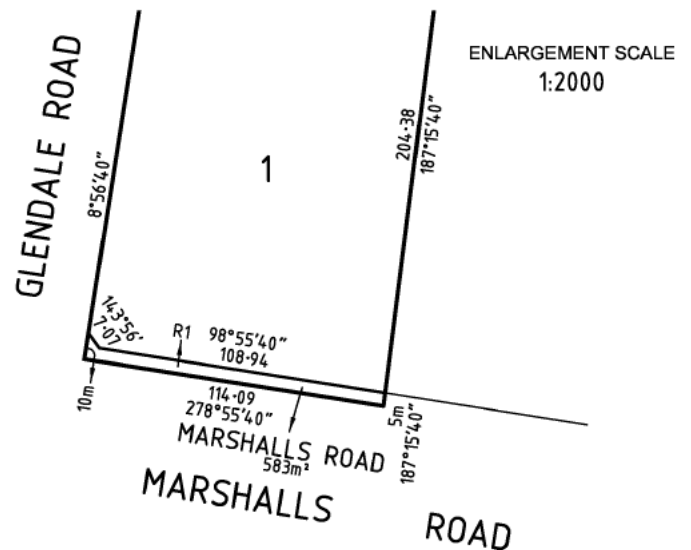
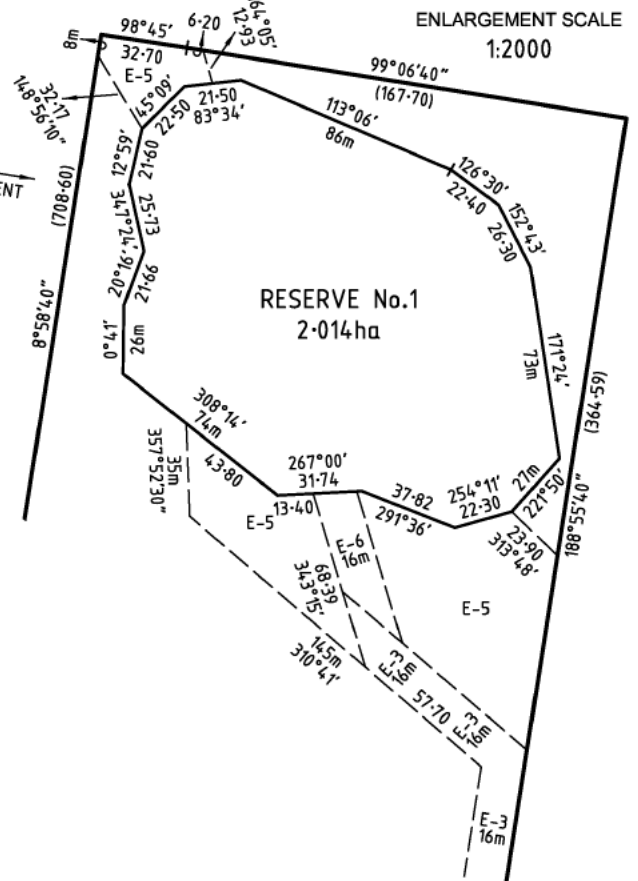
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PLAN OF SUBDIVISION UNDER SECTION 35 OF THE SUBDIVISION ACT 1988				EDITION 1	PS917901X
LOCATION OF LAND PARISH: TRARALGON PART OF A FORMER GOVERNMENT ROAD PART OF TRARALGON EAST PRE-EMPTIVE RIGHT SECTION A TITLE REFERENCE: VOL.10150 FOL.467 LAST PLAN REFERENCE: PS329021J, LOT 1 POSTAL ADDRESS: 50 GLENDALE ROAD (at time of subdivision) TRARALGON, 3844. MGA CO-ORDINATES E: 460 590 ZONE: 55 (at approx centre of land in plan) N: 5774 940 GDA2020				Council Name: Latrobe City Council Council Reference Number: 2023/46/CERS35 Planning Permit Reference: Planning permit not required SPEAR Reference Number: S215708V This is a plan under section 35 of the Subdivision Act 1988 which does not create any additional lots. Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6 of the Subdivision Act 1988: 14/07/2023 Statement of Compliance This is a statement of compliance issued under section 21 of the Subdivision Act 1988 Digitally signed by: Kristy Crawford for Latrobe City Council on 25/08/2023	
Roads and reserves vest in the council/body/person named when the appropriate vesting date is recorded or transfer registered. Only roads and reserves marked thus (%) vest upon registration of this plan.				NOTATIONS	
VESTING OF ROADS AND/OR RESERVES				Land to be acquired by compulsory process: NIL Land to be acquired by agreement: ROAD R1 & RESERVE No.1 All the land is to be acquired free from all encumbrances other than any easements specified on this plan.	
IDENTIFIER	COUNCIL/BODY/PERSON				
ROAD R1 RESERVE No.1	LATROBE CITY COUNCIL LATROBE CITY COUNCIL				
NOTATIONS					
DEPTH LIMITATION 15.24m APPLIES TO FORMER GOVT. ROAD					
SURVEY: This plan is based on survey in PS826057P STAGING This is not a staged subdivision. Planning Permit No. This survey has been connected to permanent marks No(s). In Proclaimed Survey Area No.					
EASEMENT INFORMATION					
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
Easements marked (-) are existing easements. Easements marked (+) are created upon registration of this plan. Easements marked (*) are created when the appropriate vesting date is recorded or transfer registered. Easements marked (#) are removed when the appropriate vesting date is recorded or transfer registered.					
Symbol	Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
-	E-1	POWERLINE	11	PS329021J - SECTION 103B OF THE SEC ACT 1958	SECV
-	E-2	PIPELINE PURPOSES	24.38	C/E D382326	VOL.8718 FOL's.882/3/6/7/8/9, VOL.5992 FOL.297, VOL.8727 FOL.448
+	E-3	CARRIAGEWAY	SEE DIAG.	THIS PLAN	LATROBE CITY COUNCIL
+	E-4	CARRIAGEWAY PIPELINE PURPOSES	SEE DIAG.	THIS PLAN C/E D382326	LATROBE CITY COUNCIL VOL.8718 FOL's.882/3/6/7/8/9, VOL.5992 FOL.297, VOL.8727 FOL.448
+	E-5	DRAINAGE	SEE DIAG.	THIS PLAN	LATROBE CITY COUNCIL
+	E-6	CARRIAGEWAY DRAINAGE	SEE DIAG.	THIS PLAN	LATROBE CITY COUNCIL
Millar Merrigan Land Development Consultants <small>M(03) 8720 9500 R (03) 5134 8611 www.millarmerrian.com.au survey@millarmerrian.com.au SAI GLOBAL Quality ISO 9001</small>		SURVEYOR'S REF: 21778SA 08/04/2024 Digitally signed by [REDACTED] Licensed Surveyor, Surveyor's Plan Version (4), 24/08/2023, SPEAR Ref: S215708V		ORIGINAL SHEET SIZE: A3	SHEET 1 OF 3
		PLAN REGISTERED TIME: 2.27 Pm DATE: 01/05/24 M.H Assistant Registrar of Titles			

PS917901X



SEE ENLARGEMENT



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www.millarmerrigan.com.au
survey@millarmerrigan.com.au

Land Development Consultants
Millar & Merrigan Pty Ltd ACN 005 541 668
Metro 2/126 Marindale Drive, Croydon 3136
Regional 156 Commercial Road, Morwell 3840
Mail PO Box 247 Croydon, Victoria 3136

SURVEYOR'S REF: 21778SA 08/04/2024

Digitally signed by: [Redacted] Licensed Surveyor,
Surveyor's Plan Version (4),
24/08/2023, SPEAR Ref: S215708V

SCALE 1:4000
40 0 40 80 120 160
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

SHEET 2

Digitally signed by:
Latrobe City Council,
25/08/2023,
SPEAR Ref: S215708V

PS917901X

VESTING DATES & TRANSFER REGISTRATION DATES OF ACQUIRED LAND						
Land affected	Land acquired by compulsory process			Land acquired by agreement	LRS reference of transfers or notifications of vesting dates	Assistant Registrar of Titles Signature
				Date of registration of transfer		
	Vesting date	Government Gazette				
Page		Year				
R1 RESERVE No.1	—	—	—	1/05/24	AX944141U AX944141U	M.H M.H
	—	—	—	1/05/24		

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Land Development Consultants
Millar & Merrigan Pty Ltd ACN 005 541 668
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www.millarmerrigan.com.au
survey@millarmerrigan.com.au
SAI 02 00AL Quota 850 9201
Millar 2/126 Merrindale Drive, Croydon 3136
Regional 156 Commercial Road, Morwell 3840
Mail PO Box 247 Croydon, Victoria 3136

SURVEYOR'S REF: 21778SA 08/04/2024
Digitally signed by: [Redacted] Licensed Surveyor,
Surveyor's Plan Version (4),
24/08/2023, SPEAR Ref: S215708V

ORIGINAL SHEET SIZE: A3
Digitally signed by:
Latrobe City Council,
25/08/2023,
SPEAR Ref: S215708V

SHEET 3

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

VOLUME 12544 FOLIO 574

Security no : 124117488983M
Produced 16/08/2024 12:42 PM

LAND DESCRIPTION

Reserve 1 on Plan of Subdivision 917901X.
PARENT TITLE Volume 10150 Folio 467
Created by instrument AX944141U 29/04/2024

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
LATROBE CITY COUNCIL of 141 COMMERCIAL ROAD MORWELL VIC 3840
AX944141U 29/04/2024

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.

DIAGRAM LOCATION

SEE PS917901X FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	TRANSFER WITH NEW TITLE	STATUS	DATE
AX944141U		Registered	01/05/2024

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

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

ADMINISTRATIVE NOTICES

NIL

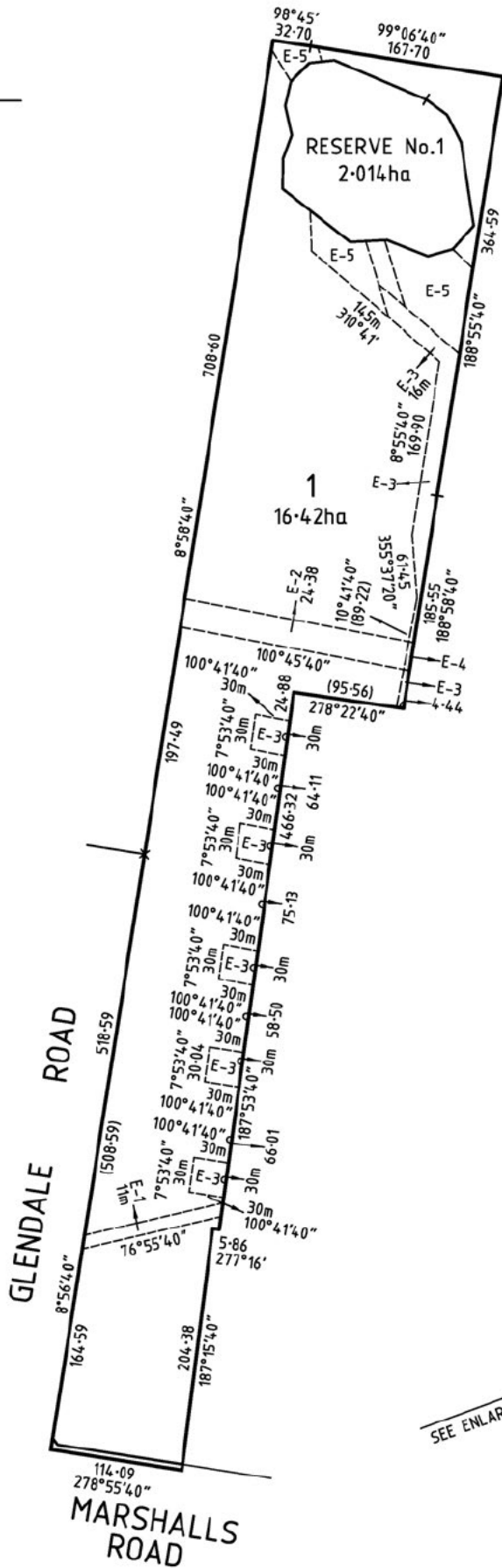
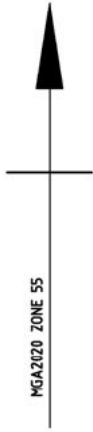
eCT Control 09873L LATROBE CITY COUNCIL
Effective from 01/05/2024

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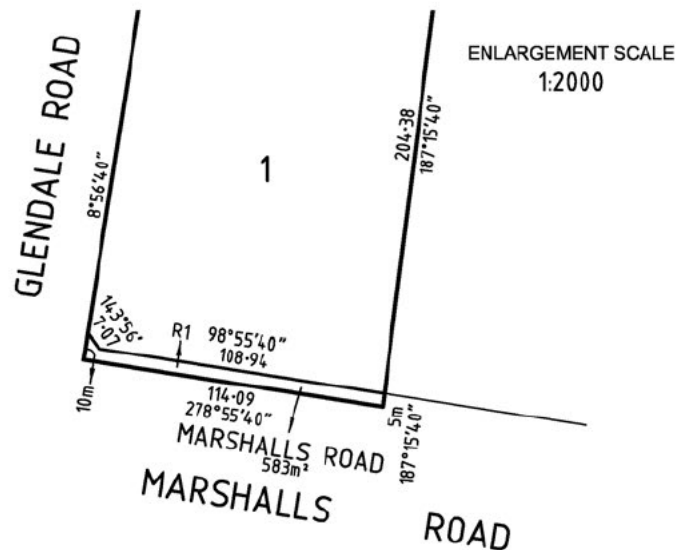
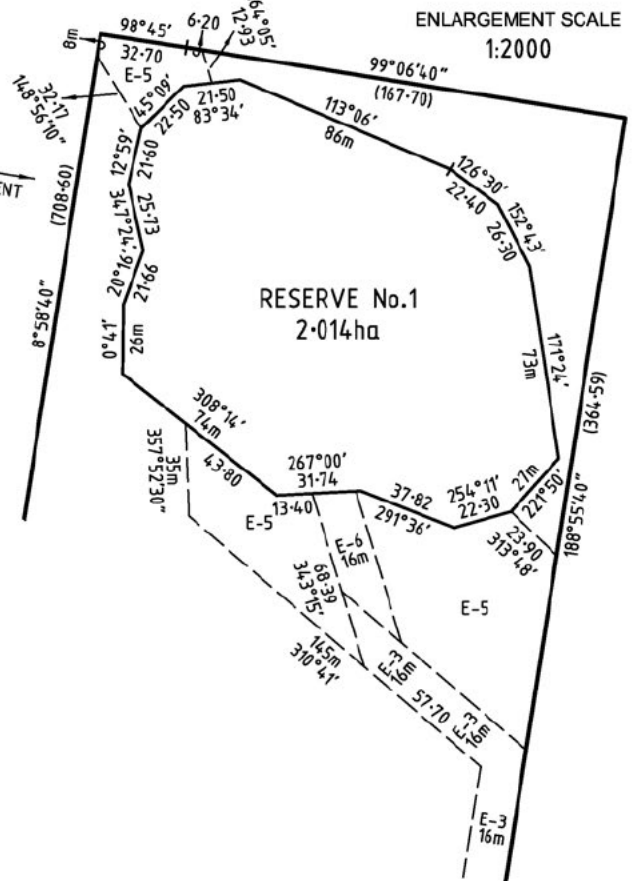
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PLAN OF SUBDIVISION UNDER SECTION 35 OF THE SUBDIVISION ACT 1988				EDITION 1		PS917901X	
LOCATION OF LAND PARISH: TRARALGON PART OF A FORMER GOVERNMENT ROAD PART OF TRARALGON EAST PRE-EMPTIVE RIGHT SECTION A TITLE REFERENCE: VOL.10150 FOL.467 LAST PLAN REFERENCE: PS329021J, LOT 1 POSTAL ADDRESS: 50 GLENDALE ROAD (at time of subdivision) TRARALGON, 3844. MGA CO-ORDINATES E: 460 590 ZONE: 55 (at approx centre of land in plan) N: 5774 940 GDA2020				Council Name: Latrobe City Council Council Reference Number: 2023/46/CERS35 Planning Permit Reference: Planning permit not required SPEAR Reference Number: S215708V This is a plan under section 35 of the Subdivision Act 1988 which does not create any additional lots. Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6 of the Subdivision Act 1988: 14/07/2023 Statement of Compliance This is a statement of compliance issued under section 21 of the Subdivision Act 1988 Digitally signed by: Kristy Crawford for Latrobe City Council on 25/08/2023			
Roads and reserves vest in the council/body/person named when the appropriate vesting date is recorded or transfer registered. Only roads and reserves marked thus (%) vest upon registration of this plan.				NOTATIONS			
VESTING OF ROADS AND/OR RESERVES							
IDENTIFIER		COUNCIL/BODY/PERSON					
ROAD R1 RESERVE No.1		LATROBE CITY COUNCIL LATROBE CITY COUNCIL					
NOTATIONS							
DEPTH LIMITATION 15.24m APPLIES TO FORMER GOVT. ROAD							
SURVEY: This plan is based on survey in PS826057P STAGING This is not a staged subdivision. Planning Permit No. This survey has been connected to permanent marks No(s). In Proclaimed Survey Area No.				Land to be acquired by compulsory process: NIL Land to be acquired by agreement: ROAD R1 & RESERVE No.1 All the land is to be acquired free from all encumbrances other than any easements specified on this plan.			
EASEMENT INFORMATION							
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)							
Easements marked (-) are existing easements. Easements marked (+) are created upon registration of this plan. Easements marked (*) are created when the appropriate vesting date is recorded or transfer registered. Easements marked (#) are removed when the appropriate vesting date is recorded or transfer registered.							
Symbol	Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of		
-	E-1	POWERLINE	11	PS329021J - SECTION 103B OF THE SEC ACT 1958	SECV		
-	E-2	PIPELINE PURPOSES	24-38	C/E D382326	VOL.8718 FOL's.882/3/6/7/8/9, VOL.5992 FOL.297, VOL.8727 FOL.448		
+	E-3	CARRIAGEWAY	SEE DIAG.	THIS PLAN	LATROBE CITY COUNCIL		
+	E-4	CARRIAGEWAY PIPELINE PURPOSES	SEE DIAG.	THIS PLAN C/E D382326	LATROBE CITY COUNCIL		
+	E-5	DRAINAGE	SEE DIAG.	THIS PLAN	VOL.8718 FOL's.882/3/6/7/8/9, VOL.5992 FOL.297, VOL.8727 FOL.448		
+	E-6	CARRIAGEWAY DRAINAGE	SEE DIAG.	THIS PLAN	LATROBE CITY COUNCIL		
Miller Merrigan Land Development Consultants M(03) 8720 9500 R (03) 5134 8611 www.millarmerrigan.com.au survey@millarmerrigan.com.au SAI GLOBAL Quality ISO 9001			SURVEYOR'S REF: 21778SA 08/04/2024 Digitally signed by: [REDACTED] Licensed Surveyor, Surveyor's Plan Version (4). 24/08/2023, SPEAR Ref: S215708V		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 3		
					PLAN REGISTERED TIME: 2.27 Pm DATE: 01/05/24 M.H Assistant Registrar of Titles		

PS917901X



SEE ENLARGEMENT



SCALE 1:4000	40 0 40 80 120 160 LENGTHS ARE IN METRES
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ORIGINAL SHEET SIZE: A3	SHEET 2
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survey@millarmerrigan.com.au
SAI GLOBAL Quality ISO 9001

Land Development Consultants
Millar & Merrigan Pty Ltd ACN 005 541 668
Metro 2/126 Merrindale Drive, Croydon 3136
Regional 156 Commercial Road, Morwell 3840
Mail PO Box 247 Croydon, Victoria 3136

SURVEYOR'S REF: 21778SA 08/04/2024

Digitally signed by: [Redacted] Licensed Surveyor,
Surveyor's Plan Version (4),
24/08/2023, SPEAR Ref: S215708V

Digitally signed by:
Latrobe City Council,
25/08/2023,
SPEAR Ref: S215708V

PS917901X

VESTING DATES & TRANSFER REGISTRATION DATES OF ACQUIRED LAND						
Land affected	Land acquired by compulsory process			Land acquired by agreement	LRS reference of transfers or notifications of vesting dates	Assistant Registrar of Titles Signature
		Page	Year	Date of recording of vesting date		
R1 RESERVE No.1	—	—	—	—	1/05/24	M.H M.H
	—	—	—	—	1/05/24	

Millar | Merrigan

Land Development Consultants
Millar & Merrigan Pty Ltd ACN 005 541 668
Maitre 2/126 Merrisale Drive, Croydon 3136
survey@mllarmerrigan.com.au
SAVICIAAL Quality ISO 9001

Amended by: Christopher Morell, Licensed Surveyor 09/04/2024.

SURVEYOR'S REF: 21778SA 08/04/2024

Digitally signed by: [REDACTED] Licensed Surveyor,
Surveyor's Plan Version (4),
24/08/2023, SPEAR Ref: S215706V

ORIGINAL SHEET
SIZE: A3

Digitally signed by:
Latrobe City Council,
25/08/2023,
SPEAR Ref: S215708V

SHEET 3

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

Page 1 of 1

VOLUME 12550 FOLIO 834

Security no : 124117488222P
Produced 16/08/2024 12:28 PM

LAND DESCRIPTION

Lot E on Plan of Subdivision 848228P.
PARENT TITLE Volume 12505 Folio 073
Created by instrument PS848228P 30/05/2024

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
GIPPSLAND DEVELOPMENT GROUP PTY LTD of 44 MCNAIRN ROAD TRARALGON EAST VIC
3844
PS848228P 30/05/2024

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT D285661

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
AU872509X 01/10/2021

DIAGRAM LOCATION

SEE PS848228P FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	PLAN OF SUBDIVISION	STATUS	DATE
PS848228P (B)		Registered	30/05/2024

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

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

Street Address: 110 MARSHALLS ROAD TRARALGON VIC 3844

ADMINISTRATIVE NOTICES

NIL

eCT Control 16524X PRIOR LAW
Effective from 30/05/2024

DOCUMENT END

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Document Type	Plan
Document Identification	PS848228P
Number of Pages (excluding this cover sheet)	3
Document Assembled	16/08/2024 12:28

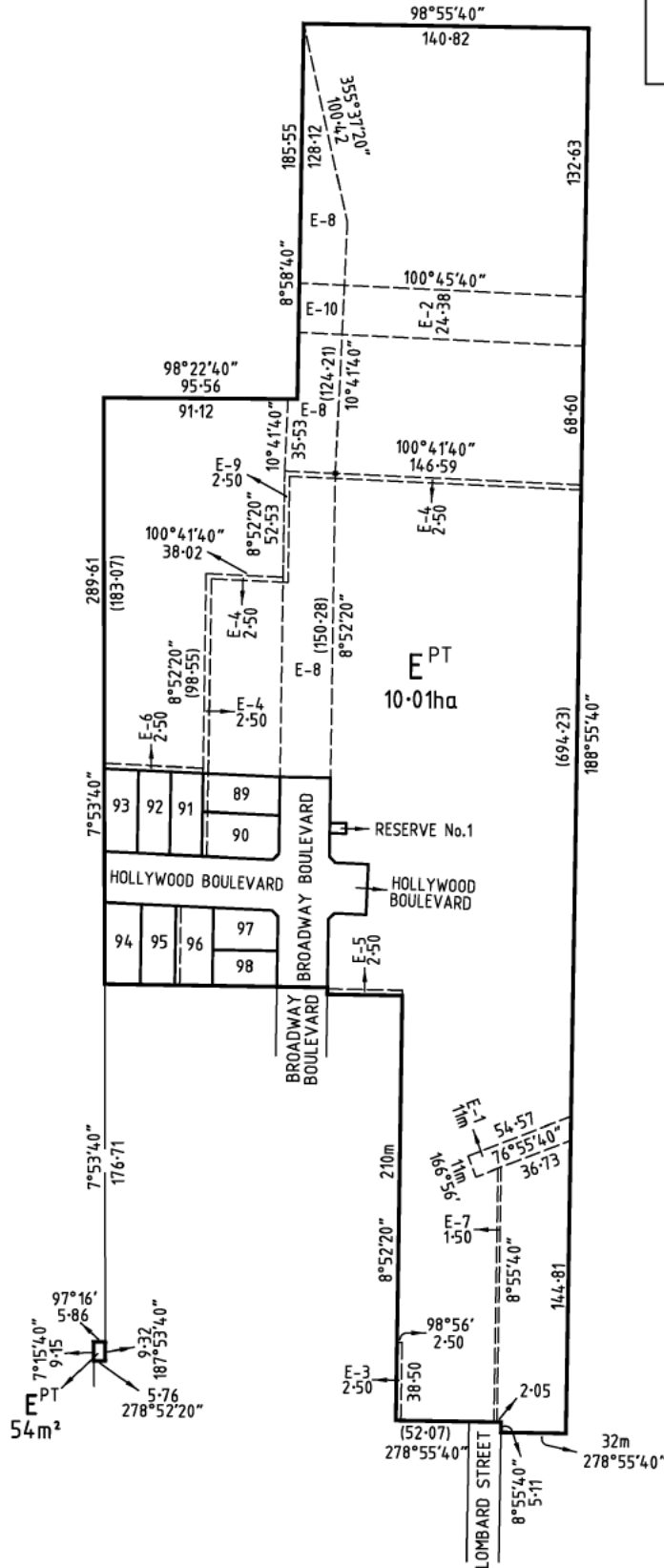
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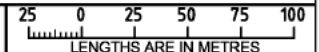
PLAN OF SUBDIVISION			EDITION 1	PS848228P
LOCATION OF LAND PARISH: TRARALGON PART OF TRARALGON EAST PRE-EMPTIVE RIGHT SECTION A TITLE REFERENCE: VOL.12505 FOL. 073 LAST PLAN REFERENCE: PS826073R LOT D POSTAL ADDRESS: 110 MARSHALLS ROAD, (at time of subdivision) TRARALGON, 3844. MGA CO-ORDINATES E: 460 695 ZONE: 55 (at approx centre of land N: 5774 605 GDA2020 in plan)			Council Name: Latrobe City Council Council Reference Number: 2021/9/CRT3 Planning Permit Reference: 2016/197 SPEAR Reference Number: S169481C Certification This plan is certified under section 6 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has not been made Digitally signed by: Leigh Shaw for Latrobe City Council on 03/05/2024 Statement of Compliance issued: 24/05/2024	
VESTING OF ROADS AND/OR RESERVES			NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON		LOTS 1 TO 88 HAVE BEEN OMITTED FROM THIS PLAN LOT E CONTAINS 2 PARTS <u>OTHER PURPOSES OF THIS PLAN</u> REMOVAL OF PART OF EASEMENT E-4 ON PS826073R THAT LIES WITHIN ROAD R1 ON THIS PLAN. <u>GROUND FOR REMOVAL</u> SCHEDULE 5 SECTION 14 OF THE ROAD MANAGEMENT ACT 2004. AREA OF LAND IN THE PLAN: 11.23ha No. OF LOTS & AREA: 10 LOTS - 6875m² 1 BALANCE LOT - 10.02ha ROAD - 5234m² RESERVE - 42m²	
ROAD R1 RESERVE No.1	LATROBE CITY COUNCIL AUSNET ELECTRICITY SERVICES PTY LTD			
NOTATIONS				
DEPTH LIMITATION DOES NOT APPLY				
SURVEY: This plan is based on survey in PS826057P STAGING This is not a staged subdivision. Planning Permit No. 2016/197 This survey has been connected to permanent marks No(s). In Proclaimed Survey Area No. ---				
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	POWER LINE	11	PS329021J - SECTION 103B OF THE SEC ACT 1958	SECV
E-2, E-10	PIPELINE PURPOSES	24-38	C/E D285661	VOL.8718 FOLs.882/3/6/7/8/9, VOL.5992 FOL.297, VOL.8727 FOL.448
E-3	PIPELINE OR ANCILLARY PURPOSES	2-50	PS826057P - SECTION 136 OF THE WATER ACT 1989	CENTRAL GIPPSLAND REGION WATER CORPORATION
E-4, E-9	PIPELINE OR ANCILLARY PURPOSES	2-50	PS826066N - SECTION 136 OF THE WATER ACT 1989	CENTRAL GIPPSLAND REGION WATER CORPORATION
E-5	PIPELINE OR ANCILLARY PURPOSES	2-50	PS826072T - SECTION 136 OF THE WATER ACT 1989	CENTRAL GIPPSLAND REGION WATER CORPORATION
E-6	PIPELINE OR ANCILLARY PURPOSES	2-50	THIS PLAN - SECTION 136 OF THE WATER ACT 1989	CENTRAL GIPPSLAND REGION WATER CORPORATION
E-7	POWER LINE	1-50	PS826066N - SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000	AUSNET ELECTRICITY SERVICES PTY LTD
E-8, E-9, E-10	CARRIAGEWAY	SEE DIAG.	THIS PLAN	LATROBE CITY COUNCIL
Millar Merrigan Land Development Consultants <small>M(03) 8720 9500 R (03) 5134 8611 www.millarmerrian.com.au survey@millarmerrian.com.au BAI GLOBAL Quality ISO 9001</small>			SURVEYOR'S REF: 18733S5E 27/06/2023 Digitally signed by: [REDACTED] Licensed Surveyor, Surveyor's Plan Version (5), 14/07/2023, SPEAR Ref: S169481C	ORIGINAL SHEET SIZE: A3 SHEET 1 OF 3 PLAN REGISTERED TIME: 4.15pm DATE: 30/05/2024 J.Beckingham Assistant Registrar of Titles

PS848228P



SEE SHEET 3 FOR DETAILS
NOT SHOWN HEREON

SCALE
1:2500



ORIGINAL SHEET
SIZE: A3

SHEET 2

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Land Development Consultants

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survey@millarmerrigan.com.au

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Metro 2/126 Merindale Drive, Croydon 3136
Regional 156 Commercial Road, Morwell 3840
Mail PO Box 247 Croydon, Victoria 3136

SURVEYOR'S REF: 18733S5E 27/06/2023

Digitally signed by: [Redacted] Licensed Surveyor,
Surveyor's Plan Version (5),
14/07/2023, SPEAR Ref: S169481C

Digitally signed by:
Latrobe City Council,
03/05/2024,
SPEAR Ref: S169481C

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Document Identification	D285661
Number of Pages (excluding this cover sheet)	4
Document Assembled	16/08/2024 12:28

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10-3 39028 JAN-7-69

ARTHUR ROBINSON & CO.

Victorian National Bank

CREATION OF EASEMENT

I FRANCIS JAMES BRADY of "Glendale" Traralgon Farmer

(hereinafter called "the Grantor") being registered as the proprietor of an estate in fee simple in the land secondly hereinafter described subject to the encumbrances notified hereunder in consideration of the sum of \$ 62.26 paid to me DO HEREBY TRANSFER and GRANT unto ESSO EXPLORATION AND PRODUCTION AUSTRALIA INC. of 380 Lonsdale Street Melbourne and HEMATITE PETROLEUM PROPRIETARY LIMITED of 300 Bourke Street Melbourne and their transferees in fee simple the registered proprietor or proprietors for the time being of ALL THOSE pieces of land being the whole of the land described in Certificates of Title Volume 8718 Folio 882 Volume 8718 Folio 883 Volume 8718 Folio 886 Volume 8718 Folio 887 Volume 8718 Folio 888 Volume 8718 Folio 889 and Volume 5992 Folio 297 and Lot 2 on Plan of Subdivision Number 72314 Parish of Glencoe South and being part of the land described in Crown Grant Volume 5643 Folio 486 (hereinafter called "the Grantees") at all times hereafter the full and free liberty and right, as appurtenant to the lands comprised in the said Certificates of Title (which lands are hereinafter referred to as the "dominant tenement"), on over under and through ALL THAT piece of land delineated and coloured blue on the plan annexed hereto (hereinafter referred to as the "servient tenement") being part of Lot One on Plan of Subdivision Number 60689 Parish of Traralgon and being part of the land more particularly described in Certificate of Title Volume 8461 Folio 326

to lay down, construct, change the size and number of, operate, maintain, inspect, patrol (including aerial patrol), alter, remove, replace, reconstruct and/or repair one or more pipelines designed to convey or conveying oil and other liquid or gaseous hydrocarbons, natural and artificial gas and any products or by-products thereof and any other substance which may be transported by pipeline together with all the works of the Grantees useful in connection with or incidental to their undertaking including but without limiting the generality of the foregoing all such communication and power systems (including pole lines), drips, valves, valve chambers, manholes, inspection pits, fittings, meters, connections and all other equipment and appurtenances whether or not similar to the foregoing as may be useful or convenient in connection therewith or incidental thereto (hereinafter called "the Grantees' appliances") and together with the right for the Grantees and their surveyors, engineers, servants, agents, licensees, contractors, sub-contractors and others authorised by them (hereinafter called "the Grantees' associates")—

- (1) to enter upon and remain pass and repass on and over the servient tenement for all or any of the purposes aforesaid and with or without vehicles, plant and equipment of any description;
- (2) to clear the servient tenement and cut and remove timber, trees, undergrowth, crops and fences and construct and maintain gates in fences crossing the servient tenement and the other adjacent land of the Grantor as the Grantees shall consider necessary or desirable.

And the Grantor for himself his heirs executors administrators and assigns registered proprietor or proprietors of the servient tenement and every part thereof hereby covenants with the Grantees and each of them to the extent that the burden of this covenant may run with and bind the servient tenement and every part thereof and that the benefit thereof may be annexed to and run with the dominant tenement that the Grantor shall not without the prior written consent of the Grantees plant or permit to be planted any trees or shrubs on the servient tenement or excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the servient tenement or any part thereof, pit, well, foundation, pavement or other structure or installation nor shall the Grantor alter or disturb or permit to be altered or disturbed (other than by the processes of nature) the present grades and contours of the servient tenement but otherwise the Grantor shall have the right fully to use and enjoy the servient tenement subject always to and so as not to interfere with the rights and privileges hereby granted and conferred upon the Grantees.

The Grantor and the Grantees hereby mutually covenant and agree one with the other of them as follows:—

A. The consideration hereinbefore mentioned is acknowledged by the Grantor to be in full satisfaction of all moneys payable for the granting of this easement in favour of the Grantees.

B. The Grantees will compensate the Grantor for damage done from and after the date this instrument shall have been delivered to the Grantees to the Grantor's crops, timber, pasture lands, live stock, improvements and other property on the servient tenement or any land of the Grantor adjacent thereto by reason of the exercise of the rights hereinbefore granted. In the event of any difference arising between the Grantor and the Grantees as to the amount of such compensation the same shall be determined in the manner provided in the Arbitration Act 1958. Any compensation paid by the Grantees to the Grantor shall include compensation for damage done to the crops, timber, pasture lands, live stock, improvements and other property on the servient tenement or any land of the Grantor adjacent thereto in which any tenant, sharefarmer or other person has any interest and the Grantor agrees to indemnify the Grantees against any claim by any such tenant, sharefarmer or other person for any damage done by the Grantees in the performance of their rights under this easement.

C. The Grantees shall as soon as weather and soil conditions permit and subject to the restrictions hereinbefore contained and insofar as it is practicable so to do bury and maintain all pipelines so as not to interfere unreasonably with the use of the servient tenement.

D. Notwithstanding any rule of law or equity the pipes (which term shall include all pipelines and the Grantees' appliances) brought onto laid or erected upon or buried in or under the servient tenement by the Grantees shall at all times remain the property of the Grantees and their assigns notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Grantees and their assigns.

E. Unless otherwise agreed by the Grantor and the Grantees upon the discontinuance of the use of the servient tenement by the Grantees the Grantees may at their option leave the pipe or any part thereof and the Grantees' appliances in the ground but if the Grantees damage the property of the Grantor during the removal of the pipe or appliances then the Grantees will compensate the Grantor upon the terms and in the manner contained in Clause B hereof.

F. The Grantees performing and observing the covenants, and conditions on their part to be observed and performed shall and may peacefully hold and enjoy the rights, liberties, privileges and easement hereby granted without hindrance, molestation or interference on the part of the Grantor or of any person firm or corporation claiming by through under or in trust for the Grantor.

G. All notices to be given hereunder may be given by prepaid registered or certified letter addressed to the Grantor by being forwarded to the registered proprietor for the time being at his latest address shown in the Register Book and to the Grantees at 380 Lonsdale Street Melbourne or such other address as the Grantor and Grantees may respectively from time to time designate in writing and any such notice shall be deemed to have been given to and received by the addressee on the third day following that on which the same is posted.

H. Neither this instrument nor anything herein contained shall affect or prejudice the rights of the Grantees or the Grantees' associates under the Pipelines Act 1967 or under any consent granted pursuant to Section 9 (2) of the said Act or under any permit granted pursuant to Section 12 of the said Act or any written permission given pursuant to Section 22 (1) of the said Act or any other rights of the Grantees under the said Act.

I. The Grantor will execute every such deed, instrument or assurance and do every such thing for further or more effectively securing the rights and interests of the Grantees to or in the servient tenement or any part or parts thereof pursuant to these presents as shall be by the Grantees be reasonably required.

Form No. 4, 1/9/67.

C/E with covenant

8461-326 Pt

to

8718-882

8718-883

8718-886

8718-887

8718-888

8718-889

5992-297

8727-448

Stuck

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J. Wherever the singular or masculine is used it shall be construed as if the plural feminine or neuter, as the case may be had been used where the context or the party or parties hereto so require and the rest of the sentence shall be construed as if the grammatical and other changes thereby rendered necessary had been made and where more than one Grantor is a party hereto the covenants herein contained shall extend to and bind such Grantors jointly and each of them severally.

DATED this 2nd day of December One thousand nine hundred and sixty-eight.

SIGNED by the said FRANCIS JAMES BRADY

in Victoria in the presence of: M. J. Brady

SIGNED by the said

in Victoria in the presence of:

EXECUTED by ESSO EXPLORATION AND PRODUCTION AUSTRALIA INC. by being SIGNED SEALED AND DELIVERED in Victoria by James Eugene Panta 161368

its attorney under Power Number 156054 in the presence of: M. J. Brady

EXECUTED by HEMATITE PETROLEUM PROPRIETARY LIMITED by being SIGNED SEALED AND DELIVERED in Victoria by ROSS LEONARD HARRISON

its attorney under Power Number 160324 in the presence of: C. J. R. Bick

ENCUMBRANCES REFERRED TO:
Mortgage Number C696219 in the Register Book.

THE NATIONAL BANK OF AUSTRALASIA LIMITED of 271-285 Collins Street
Melbourne being the Mortgagee

under Mortgage Number C696219 in the Register Book of part of the abovementioned land hereby consent to the above Creation of Easement and Restrictive Covenant and to this Creation of Easement and Restrictive Covenant taking priority over the said Mortgage and to an endorsement to that effect being made on the said Mortgage.

Executed on behalf of THE NATIONAL BANK OF AUSTRALASIA LIMITED by its Attorneys
MAURICE JAMES BAINEB

JOHN BLUNN, HELENA ALLEN REYNOLDS
under Power of Attorney No. 181532 (who state that they hold the office in the Bank indicated under their signatures) in the presence of:

Regional Manager, Victorian State Administration,
The National Bank of Australasia Limited

Regional Manager, Victorian Branch Department,
The National Bank of Australasia Limited.

DISTRIBUTION: Original — Office of Titles.
1st Copy — Cons't Div. for Company.
2nd Copy — R/W Agent.
3rd Copy — Landowner.
4th Copy — Solicitor.

Form No. 4, 1-9-67.

ESSO EXPLORATION AND PRODUCTION AUSTRALIA INC. AND HEMATITE PETROLEUM PROPRIETARY LIMITED

RIGHT-OF-WAY EASEMENT REQUIRED FOR PIPELINE

OWNER FRANCIS JAMES BRADY

ADDRESS "GLENDALE", TRARALGON

LOT 1 ON PLAN OF SUBDIVISION NO.60689
PARISH OF TRARALGON

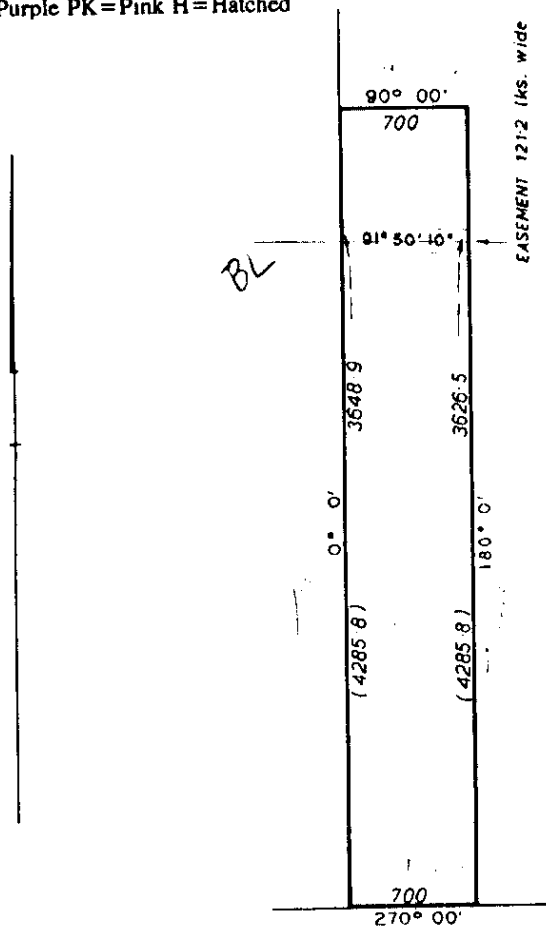
Certificate of Title VOLUME 8461 FOLIO 326
Area 0.84888 AC. OA. 3R. 15 8/10 P.

COUNTY OF BULN BULN

Scale: 8 CHAINS to an Inch
Measurements are in LINKS

COLOUR CODE

Y=Yellow G=Green O=Orange
BL=Blue BR=Brown CH=Cross Hatched
R=Red P=Purple PK=Pink H=Hatched



Executed on behalf of THE NATIONAL BANK OF AUSTRALIA LIMITED by its Attorneys
MAURICE JAMES BAINES
JOHN HENRY TREVILLA ALLEN REYNOLDS
of the Firm of Attorneys No. 1015/1 (Victoria)
that they hold the office in the bank indicated
under their signatures in the presence of:-

Inspector, Victorian State Administration,
The National Bank of Australasia Limited,
Regional Manager, Victorian Branch Department,
The National Bank of Australasia Limited.

J. L. Braddy
R. Harrison

SURVEYORS
J. A. GANNON & ASSOCIATES
in association with
CULLIVER & SIM
J. A. Gannon
17-10-68
Licensed Surveyor

RIGHT-OF-WAY OR
EASEMENT NUMBER
TR - 367

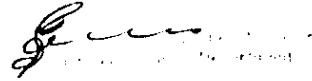
Ref. No. 783 Plan No. 168

To the Registrar of Titles

Please register this Creation of Easement and on completion return *duplicate Mfr C 162/19*
Certificate of Title Volume 8461 Folio 326 to

THE NATIONAL BANK OF AUSTRALASIA LIMITED

FOR THE NATIONAL BANK OF AUSTRALASIA LIMITED



FRANCIS JAMES BRADY

to

ESSO EXPLORATION AND
PRODUCTION AUSTRALIA INC. AND
HEMATITE PETROLEUM
PROPRIETARY LIMITED

CREATION OF EASEMENT

ARTHUR ROBINSON & CO.

Solicitors

447 Collins Street, Melbourne, 3000.

TR-367

Dated the day of 1968

A memorandum of the within instrument
has been entered in the Title Book.





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 16/08/2024 12:28:31 PM

Status	Registered	Dealing Number	AU872509X
Date and Time Lodged	01/10/2021 04:08:03 PM		

Lodger Details

Lodger Code	18776H
Name	HARWOOD ANDREWS
Address	
Lodger Box	
Phone	
Email	
Reference	7cmm:22003689

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

12324/522

Instrument and/or legislation

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

Applicant(s)

Name	LATROBE CITY COUNCIL
Address	
Street Number	141
Street Name	COMMERCIAL
Street Type	ROAD
Locality	MORWELL
State	VIC
Postcode	3840

Additional Details



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Refer Image Instrument

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

Execution

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

Executed on behalf of	LATROBE CITY COUNCIL
Signer Name	[REDACTED]
Signer Organisation	THE LANTERN LEGAL GROUP PTY LTD
Signer Role	LAW PRACTICE
Execution Date	01 OCTOBER 2021

File Notes:

NIL

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

Statement End.

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

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Document Identification	AU872509X
Number of Pages (excluding this cover sheet)	17
Document Assembled	16/08/2024 12:28

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HARWOOD ANDREWS

SECTION 173 AGREEMENT PLANNING AND ENVIRONMENT ACT 1987

LATROBE CITY COUNCIL
Council

- and -

GIPPSLAND DEVELOPMENT GROUP PTY LTD ACN 610 506 164
Registered Land Owner

in relation to land at:

110 MARSHALLS ROAD, TRARALGON

Aaron Shrimpton: 22003689
Harwood Andrews
ABN 98 076 868 034
70 Gheringhap Street, Geelong 3220, Victoria, Australia
DX 22019 Geelong
PO Box 101 Geelong Vic 3220

Telephone: 03 5225 5225 Facsimile: 03 5225 5222

This agreement is made the 8th day of September 2021

PARTIES:

1. **Latrobe City Council** of 141 Commercial Road, Morwell, Victoria, 3840
(Council)
2. **Gippsland Development Group Pty Ltd ACN 610 506 164** of Tyrrell Partners 57 Temple Street, Heyfield, Victoria, 3858
(Owner)

RECITALS:

- R.1. The Owner is or is entitled to be the registered proprietor of the Land.
- R.2. Council is the Responsible Authority under the Act for the Land.
- R.3. The Land is in the Traralgon North residential growth area. The DPO7 and the DP apply to the Land.
- R.4. In accordance with requirements in clause 3.0 of the DPO7, the DP sets out the contribution required from individual land owners within the area covered by the DPO7 and DP to fund specified acquisition of land and provision of infrastructure and services required as a result of development of the area.
- R.5. Council has issued the Permit for the Land. In accordance with clause 2.0 of the DPO7, the Permit requires the Owner to enter into this Agreement to provide for payment of a contribution to fund the infrastructure and services set out in the DP in accordance with the DP.
- R.6. The DP provides that, subject to Council's agreement, the Owner may provide infrastructure or land identified in the DP and receive a Credit.
- R.7. This Agreement is entered into between Council and the Owner pursuant to section 173 of the Act in order to:
 - a. satisfy the requirements of the Permit;
 - b. set out the obligations of the Owner to pay the DIL or, in lieu of payment, provide the land or works specified in this Agreement that Council has agreed to accept in full or partial satisfaction of the obligation to pay DIL on the terms set out in this Agreement;
 - c. set out the obligations of the Owner to pay the CIL;
 - d. set out the obligations of the Owner to transfer the Open Space Land to Council; and
 - e. achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Land.
- R.8. All Mortgagees or Caveators have consented to this Agreement.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

In this Agreement unless inconsistent with the context or subject matter:

- 1.1. **Act** means the *Planning and Environment Act 1987* (Vic).
- 1.2. **Agreement** means this Agreement and any agreement executed by the Parties varying or expressed to be supplemental to this Agreement.
- 1.3. **Caveator** means the caveator identified in item 4 of Schedule 1.
- 1.4. **Certificate of Practical Completion** means a written certificate prepared by Council stating that the DP Construction Project has been completed to the satisfaction of Council.
- 1.5. **Council** means Latrobe City Council or its successor as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, officers, employees, servants, workers and contractors.
- 1.6. **Construction Index** means the building price index published in the latest edition of Rawlinson's Australian Construction Handbook and in the event that this index is no longer available then the Council will nominate a replacement index.
- 1.7. **Civil Maintenance Bond** means an irrevocable unconditional bank guarantee from a financial institution approved by Council or other form of security to the satisfaction of Council, in favour of Council, for the amount specified in item 6 of Schedule 1 to secure maintenance of the DP Construction Project.
- 1.8. **Civil Maintenance Period** means the period specified in item 5 of Schedule 1 from the issue of a Certificate of Practical Completion for a DP Construction Project.
- 1.9. **Credit** means a credit for a DP Construction Project or DP Land Project against the Owner's liability to pay DIL, in the amount specified in Column C in Schedule 2 subject to indexation in accordance with clause 3.3.
- 1.10. **CIL** means the community infrastructure levy required to be paid at \$900 per Residential Lot, or such higher amount specified in the DP.
- 1.11. **DP** means the Traralgon North Development Plan and Development Contributions Plan – Final Report prepared by Planisphere dated November 2015, or such later version of this document approved by Council.
- 1.12. **DP Construction Project** means a project for the construction of infrastructure identified in the DP Construction Project Table in Schedule 2, which comprises such part of the construction project included in the DP and identified in Column A of Schedule 2 as described in Column B of Schedule 2.
- 1.13. **DP Land Project** means the provision of land identified in the DP Land Project Table in Schedule 2, which comprises such part of the land project included in the DP and identified in Column A of Schedule 2 as described in Column B of Schedule 2.
- 1.14. **DP Levy** means the DP Levy required to be paid in respect of the Land in accordance with the DP, payable at the rate identified in item 7 of Schedule 1 subject to indexation in accordance with clause 3.3 of this Agreement.
- 1.15. **DIL** means the DP Levy and Drainage Levy.

- 1.16. **DPO7** means Schedule 7 to the Development Plan Overlay – Traralgon North Residential Growth Area.
- 1.17. **Drainage Levy** means the drainage levy required to be paid in respect of the Land in accordance with the DP, payable at the rate identified in item 8 of Schedule 1 subject to indexation in accordance with clause 3.3 of this Agreement.
- 1.18. **Endorsed Plans** means the plans endorsed under the Permit.
- 1.19. **GST** means the *New Tax System (Goods and Services Tax) Act 1999 (Cth)* as amended from time to time.
- 1.20. **GST Regulations** means the *New Tax System (Goods and Services Tax) Regulations 1999 (Cth)* as amended from time to time.
- 1.21. **Land** means the land identified in item 1 of Schedule 1 and includes any lots created by the subdivision of the Land or any part of it.
- 1.22. **Land Index** means the annual change in the value of land projects identified in the DP as determined by the valuer appointed by Council pursuant to the DP.
- 1.23. **Localised Infrastructure** means works, services or facilities necessitated by the subdivision or development of the Land including but not limited to provision of utility services such as water supply, stormwater drainage, sewerage, gas and electricity services, telecommunications infrastructure and local road, bridges, culverts and other water crossings, any required associated traffic control measures and devices. For the purposes of this Agreement, localised infrastructure does not include the infrastructure required in accordance with the DP or other infrastructure that is in the nature of regional or state infrastructure.
- 1.24. **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.
- 1.25. **Net Developable Area** has the meaning identified in the DP.
- 1.26. **Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of the Land or any part of it, and includes a Mortgagee in possession.
- 1.27. **Party** or **Parties** means the Owner and the Council under this Agreement as appropriate.
- 1.28. **Passive Open Space Land** means land for passive open space provided by the Owner to Council in accordance with the DP and Endorsed Plans.
- 1.29. **Plan of Subdivision** means a plan showing the subdivision of the Land which creates an additional lot which can be disposed of separately or which can be re-subdivided.
- 1.30. **Permit** means the planning permit identified in item 2 of Schedule 1, as amended from time to time.
- 1.31. **Planning Scheme** means the Latrobe Planning Scheme and any successor instrument or other planning scheme which applies to the Land.
- 1.32. **Residential Lot** means a lot created as a result of the subdivision of the Land which in the opinion of Council is of a size and dimension that it is intended to be developed as a housing lot without further subdivision.
- 1.33. **Schedule** means a schedule to this Agreement.

- 1.34. **Stage** is a reference to a stage of subdivision of the Permit as shown on an approved Plan of Subdivision or Endorsed Plan.
- 1.35. **Statement of Compliance** means a statement of compliance issued by Council under the *Subdivision Act 1988*.
- 1.36. **Surplus Credit** means any Credit that has been issued under clause 6.1 of this Agreement that, after the final Stage, has not been applied or exhausted under clauses 6.2 & 6.3.
- 1.37. **Tax Act** means the *Taxation Administration Act 1953 (Cth)* as amended from time to time.

2. INTERPRETATION

In the interpretation of this Agreement unless inconsistent with the context or subject matter:

- 2.1. the singular includes the plural and the plural includes the singular;
- 2.2. a reference to a gender includes a reference to all other genders;
- 2.3. words (including defined expressions) denoting persons will be deemed to include all trusts, bodies and associations, corporate or unincorporated, and vice versa;
- 2.4. a reference to a person includes a reference to a firm, corporation, association or other entity and their successors in law;
- 2.5. a reference to a statute includes any statute amending, consolidating or replacing that statute and includes any subordinate instruments made under that statute;
- 2.6. the Recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals;
- 2.7. references to the Parties will include their transferees, heirs, assigns, and liquidators, executors and legal personal representatives as the case may be;
- 2.8. reference to a document or agreement includes reference to that document or agreement as changed, novated or replaced from time to time;
- 2.9. where a word or phrase is given a definite meaning in this Agreement, a part of speech or other grammatical form for that word or phrase has a corresponding meaning; and
- 2.10. where a word or phrase is not defined in this Agreement, it has the meaning as defined in the Act, or, if it is not defined in the Act, it has its ordinary meaning.

3. REQUIREMENT TO PAY THE DIL AND CIL

3.1. Payment of the DIL and CIL

At least 21 days prior to the issue of a Statement of Compliance for any Stage and in accordance with the Permit, the Owner must pay:

- 3.1.1. in respect of the land within that Stage, the DIL subject to the Owner's entitlement to a Credit under this Agreement; and
- 3.1.2. in respect of each Residential Lot within the Plan of Subdivision for that Stage, the CIL.

3.2. Entitlement to a Credit

The Owner agrees that it will be entitled to a Credit for a Stage if the schedule of contributions endorsed under condition 7 of the Permit for that stage identifies that:

- 3.2.1. there is an existing Credit in excess of the DIL liability for that Stage, in which event the Credit will be applied in accordance with clause 6 of this Agreement;
- 3.2.2. there is an existing Credit which is less than the DIL liability for that Stage, in which event the DIL liability will be reduced by the amount of the Credit;
- 3.2.3. the land comprising a DP Land Project will vest in Council upon the issue of a Statement of Compliance for that Stage, in which event the DIL liability will be reduced by the amount of Credit that will accrue upon the issue of the Statement of Compliance for that Stage; or
- 3.2.4. there is a combination of the circumstances described above in clauses 3.2.1, 3.2.2 or 3.2.3.

3.3. Indexation

The Owner agrees:

- 3.3.1. any Credit for a:
 - (a) DP Construction Project will be adjusted annually at 1 July in accordance with the Construction Index, until a Certificate of Practical Completion is issued in respect of the DP Construction Project;
 - (b) DP Land Project will be adjusted annually as at 1 July in accordance with the Land Index, until the DP Land Project is transferred to or vested in Council;
- 3.3.2. the annual adjustment to the Credit outlined in clause 3.3.1 will cease:
 - (a) in respect of a Credit for a DP Construction Project upon the issue of a Certificate of Practical Completion for the DP Construction Project; and
 - (b) in respect of a DP Land Project when the land is transferred to or vested in Council.
- 3.3.3. the Drainage Levy will be adjusted annually as at 1 July in accordance with the Construction Index;
- 3.3.4. the DP Levy will be adjusted by Council each year as at 1 July applying the Construction Index to DP Construction Projects and Land Index to DP Land Projects.

4. DP CONSTRUCTION PROJECTS

4.1. Construction

The Owner agrees with Council that it must construct the DP Construction Projects:

- 4.1.1. at its own cost;

- 4.1.2. in accordance with plans and specifications approved by Council;
- 4.1.3. in accordance with the Permit;
- 4.1.4. in compliance with all applicable laws and permits, consents and approvals;
- 4.1.5. within the time specified for the DP Construction Project in column D of Schedule 2 of this Agreement; and
- 4.1.6. to the satisfaction of Council.

4.2. **Designs and approval**

The Owner agrees that prior to commencing any works for a DP Construction Project, it must, at its own cost:

- 4.2.1. prepare plans and specifications for the DP Construction Project and submit those plans and specifications to Council for its approval; and
- 4.2.2. obtain all necessary permits, consents and approvals for the DP Construction Project.

4.3. **Maintenance of DP Construction Projects**

The Owner agrees that it must:

- 4.3.1. prior to the issue of a Certificate of Practical Completion for a DP Construction Project, provide the following to Council:
 - (a) a copy of as-built plans and any maintenance information, operational manual or other material which is reasonably required for the ongoing operation and maintenance of the DP Construction Project;
 - (b) a copy of any permit, consent or approval obtained for the DP Construction Project;
 - (c) payment of any fees or charges outstanding in respect of the DP Construction Project; and
 - (d) the Civil Maintenance Bond for the DP Construction Project;
- 4.3.2. following the issue of a Certificate of Practical Completion for a DP Construction Project, maintain the DP Construction Project in good order, condition and repair for the Civil Maintenance Period to the satisfaction of Council.

4.4. **Issue of a Certificate of Practical Completion**

Upon the completion of a DP Construction Project to Council's satisfaction and in accordance with this Agreement, Council will issue a Certificate of Practical Completion for the DP Construction Project.

4.5. **Application of the Civil Maintenance Bond**

Council may use the Civil Maintenance Bond to undertake works or repairs to ensure the good order, condition and repair of the Construction Project in the event that:

- 4.5.1. any part the Construction Project is not maintained to Council's satisfaction during the Civil Maintenance Period; and
- 4.5.2. the Owner fails to comply with a written direction from Council to undertake any maintenance works or repairs required by Council.

4.6. Return of Civil Maintenance Bond

Following the:

- 4.6.1. end of the Civil Maintenance Period; and
- 4.6.2. completion of any maintenance works or repairs required by Council,

Council will return the Civil Maintenance Bond less any monies used by Council in accordance with clause 4.5.

5. DP LAND PROJECTS

5.1. Provision of DP Land Projects

The Owner agrees that it must transfer to or vest in Council each DP Land Project within the timeframe identified for the DP Land Project in column D of Schedule 2 of this Agreement.

5.2. Condition of the land

The Owner agrees that any land transferred to or vested in Council in accordance with clause 5.1 must be:

- 5.2.1. sown to grass or landscaped to the satisfaction of Council;
- 5.2.2. free from disused structures;
- 5.2.3. free of all encumbrances;
- 5.2.4. free from contamination; and
- 5.2.5. connected to services, where applicable;

unless otherwise agreed to in writing by Council.

5.3. No further compensation payable

The Owner acknowledges and agrees that, upon Council complying with its obligations under this Agreement, no further compensation of any kind whatsoever is payable to the Owner in relation to the land transferred to Council for a DP Land Project.

6. CREDIT

6.1. Issue of a Credit

Council agrees that it will issue the Owner with a Credit as follows:

- 6.1.1. in relation to a DP Construction Project, Council will issue a Credit upon the issue of Certificate of Practical Completion for the DP Construction Project; and

- 6.1.2. in relation to a DP Land Project, Council will issue a Credit once the land has been vested in or transferred to Council.

6.2. **Application of the Credit**

Council agrees that:

- 6.2.1. the Owner will not be required to make cash payments towards the Owner's obligation to pay DIL until any Credit has been exhausted as determined in accordance with clause 6.3; and
- 6.2.2. prior to the issue of a Statement of Compliance for a Stage, Council must deduct the amount of DIL payable in relation to that Stage from any Credit.

6.3. **Exhaustion of the Credit**

When the amount of the DIL payable in relation to a Stage exceeds the amount of any Credit that has been issued:

- 6.3.1. in relation to that Stage, the Owner must pay in cash an amount equal to the amount of DIL payable in relation to that Stage that exceeds the amount of any Credit remaining prior to the issue of the Statement of Compliance for that Stage; and
- 6.3.2. in relation to subsequent Stages, the Owner must pay the DIL in cash prior to the issue a Statement of Compliance for each Stage or as otherwise agreed by Council, unless a further Credit is issued by Council.

6.4. **Refund of Credit**

Subject to receiving a written request for a refund of any Surplus Credit, Council agrees that within 24 months of the latter of:

- 6.4.1. a Statement of Compliance being issued in respect of the final Stage; or
- 6.4.2. the issue of a Certificate Practical Completion for the final DP Construction Project; or
- 6.4.3. the transfer to or vesting in Council of the final DP Land Project,

Council will refund any Surplus Credit to the Owner.

6.5. **Information to be provided**

The Owner must include in a request for a Statement of Compliance for any Stage of subdivision of the Land, the following information in relation to that Stage:

- 6.5.1. the net developable area of land included in the Stage;
- 6.5.2. the DIL payable in relation to the Stage;
- 6.5.3. the amounts previously deducted from the Credit in relation to previous Stages;
- 6.5.4. the amount of Credit to be deducted in relation to the Stage; and
- 6.5.5. the amount of the Credit remaining following deduction in relation to the Stage/s.

7. OBLIGATION TO PROVIDE PASSIVE OPEN SPACE LAND

The Owner agrees that prior to the issue of a Statement of Compliance for any Stage or such later time as agreed to by Council in writing, the Owner must transfer to or vest in Council any Passive Open Space Land within that Stage as shown on the DP or an Endorsed Plan.

8. OWNER'S FURTHER COVENANTS

The Owner warrants and covenants that:

- 8.1. it is the registered proprietor (or entitled to be so) of the Land;
- 8.2. save as shown in the certificate of title to the Land, there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the Land or any part of it and not disclosed by the usual searches;
- 8.3. neither the Land nor any part of it is subject to any right obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in section 42 of the *Transfer of Land Act 1958* (Vic);
- 8.4. it will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of it without first providing to its successors a copy of this Agreement;
- 8.5. it will within 28 days of written demand pay to Council, Council's reasonable costs (including legal or other professional costs) and expenses of and incidental to the:
 - 8.5.1. negotiation, preparation, execution and recording of this Agreement;
 - 8.5.2. assessment, negotiation, preparation, execution and recording of any proposed amendment to this Agreement; and
 - 8.5.3. the cancellation or alteration of this Agreement in the Register.
- 8.6. to the extent that the costs and expenses to be paid for by the Owner in accordance with clause 8.5 constitute legal professional costs, Council may at its absolute discretion have these costs assessed by the Law Institute of Victoria and in that event the Parties will be bound by the amount of that assessment, with any fee for obtaining such an assessment being borne equally by Council and the Owner;
- 8.7. it will do all that is necessary to enable Council to make application to the Registrar of Titles to record this Agreement in the Register in accordance with the Act, including the signing of any further agreement, acknowledgment or other document; and
- 8.8. until such time as this Agreement is recorded in the Register, the Owner must ensure that successors in title will give effect to this Agreement, and do all acts and sign all documents which will require those successors to give effect to this Agreement, including executing a deed agreeing to be bound by the terms of this Agreement.

9. ACKNOWLEDGEMENT BY THE PARTIES

The Parties acknowledge and agree that:

- 9.1. this Agreement relates only to infrastructure that is set out in the DP and not Localised Infrastructure except to the extent that the Localised Infrastructure is specifically funded under DP; and
- 9.2. compliance with the obligations of this Agreement does not relieve the Owner of any obligation imposed by Council or a Tribunal to provide Localised Infrastructure which

obligation may be imposed as a requirement in a planning permit for the subdivision or development of the Land.

10. FURTHER ASSURANCE

The Parties to this Agreement will do all things necessary (including signing any further agreement, acknowledgement or document) to give full effect to the terms of this Agreement and to enable this Agreement to be recorded in the Register in accordance with the Act.

11. AMENDMENT

This Agreement may be amended only in accordance with the requirements of the Act.

12. NO WAIVER

The Parties agree that:

12.1. no waiver by any Party of any default in the strict and literal performance of or compliance with any provision, condition or requirement in this Agreement will be deemed to be:

12.1.1. a waiver of strict and literal performance of and compliance with any other provision, condition or requirement of this Agreement; or

12.1.2. a waiver or release any Party from compliance with any provision, condition or requirement in the future; and

12.2. any delay or omission of any Party to exercise any right under this Agreement in any manner will not impair the exercise of such right accruing to it thereafter.

13. NO FETTERING OF POWERS OF COUNCIL

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

14. INTEREST ON OVERDUE MONEYS

Any amount due under this Agreement but unpaid by the due date incurs interest at the rate prescribed under section 227A of the *Local Government Act 1989* (Vic) and any payment made shall be first directed to payment of interest and then the principal amount owing.

15. NOTICES

All notices and other communications under this Agreement will be sent by prepaid mail, by hand delivery, email or by facsimile to the Current Addresses for Service, Current Email Address for Service or Current Number for Service of the Parties, and may be sent by an agent of the Party sending the notice. Each notice or communication will be deemed to have been duly received:

15.1. not later than two business days after being deposited in the mail with postage prepaid;

15.2. when delivered by hand;

15.3. if sent by email, at the time of receipt in accordance with the *Electronic Transactions (Victoria) Act 2000* (Vic); or

- 15.4. if sent by facsimile transmission upon completion of that transmission and production of a transmission report stating that the facsimile was sent to the addressee's facsimile number.

16. COSTS ON DEFAULT

If the Owner defaults in the performance of any obligations under this Agreement it will pay to the Council its reasonable costs of action taken to achieve compliance with this Agreement.

17. INVALIDITY OF ANY CLAUSE

Notwithstanding anything to the contrary in this Agreement, if any provision of this Agreement will be invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provisions will be and continue to be valid and enforceable in accordance with those terms.

18. AGREEMENT BINDING ON SUCCESSORS OF OWNERS

This Agreement will extend to and bind the Owner's successors, assigns, administrators, transferees and legal personal representatives and the obligations imposed upon them will also be binding on their successors, transferees, purchasers, mortgagees and assigns as if each of them had separately executed this Agreement.

19. JOINT OBLIGATIONS

In the case of each Party that consists of more than one person (including in that expression any corporation) each of those persons covenants, agrees and declares that all of the covenants, agreements, declarations and consents contained in this Agreement and made and given by that Party have been entered into, made and given and are binding upon that person both severally and also jointly with the other person or persons constituting that Party.

20. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all previous agreements or understandings between the Parties in connection with its subject matter.

21. GST

The Parties agree that:

- 21.1. expressions used in this clause and in the GST Act have the same meanings as when used in the GST Act;

- 21.2. a supply under this Agreement of:

21.2.1. in-kind contributions of any kind provided by the Owner to the Council for the supply by the Council to the Owner of a right to develop land where the right/s granted comply with requirements imposed by or under an Australian law (as that term is understood in the GST Act) will be exempt from GST;

21.2.2. payments, fees, charges levies or other amounts payable (the amount payable) by the Owner to the Council for the supply of a right to develop land, to the extent:

- (a) the amount payable is a payment of an Australian tax under subsection 81-5(1) of the GST Act; or

- (b) is an amount that is subject to subsection 81-10(1) of the GST Act and is not an amount listed in regulation 81-10.01 of the GST Regulations; or
- (c) is an amount that is not subject to subsection 81-10(1) of the GST Act but is listed in regulation 81-15.01 of the GST Regulations; or
- (d) is an amount that is subject to subsection 81-10(1) of the GST Act and is listed in regulations 81-10.01 and 81-15.01 of the GST Regulations but is listed in subregulation 81-10.01(1)(g);

will be exempt from GST.

- 21.3. the recipient of a taxable supply made under or in respect of this Agreement must pay to the supplier, at the time the consideration for the supply is due, the GST payable in respect of the supply. This obligation extends to supply consisting of a Party's entry into this document; and
- 21.4. a Party is not obliged, under clause 21.3, to pay the GST on a taxable supply to it until given a valid tax invoice for the supply.

22. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING TAX

- 22.1. The Parties agree that the words defined or used in subdivision 14-D of schedule 1 of the Tax Act have the same meaning in this clause unless the context requires otherwise.
- 22.2. The Owner acknowledges and agrees that if Council is required to pay the Commissioner an amount in accordance with subdivision 14-D of schedule 1 of the Tax Act for any transfer to or vesting of land by the Owner in Council under this Agreement (**the Amount**):
 - 22.2.1. at least 60 days prior to the transfer to or vesting of such land in Council, the Owner must provide Council with a clearance certificate issued by the Commissioner under section 14-220 (1) of schedule 1 to the Tax Act, which must be valid for the period within which the relevant land is to be vested in or transferred to Council and must be issued in the exact name of the Owner; or
 - 22.2.2. where a clearance certificate is not provided in accordance with clause 21.2.1:
 - (a) if the land is to be transferred or vested in Council in exchange for a cash payment to the Owner, then the Amount is to be deducted from the total cash payment;
 - (b) if the land is to be transferred or vested in Council in exchange for non-cash consideration, the Owner must pay the Amount to Council at least 30 days prior to the transfer to or vesting of the land in Council; and
 - (c) if the land is to be transferred or vested in Council in exchange for part cash payment and part non-cash consideration, then the Amount is to be deducted from the total cash payment and to the extent that the total cash payment is less than the Amount, the Owner must pay the

difference to Council at least 30 days prior to the transfer to or vesting of the land in Council.

22.2.3. The Owner acknowledges and agrees that it must provide Council with all information and assistance necessary to enable Council to comply with its obligation to make a payment under subdivision 14-D of schedule 1 of the Tax Act in respect to the transfer to or vesting of land in Council under this Agreement.

22.2.4. The Owner indemnifies Council against any interest, penalty, fine or other charge or expense incurred by Council arising from a failure by Council to pay the Amount in accordance with subdivision 14-D of schedule 1 of the Tax Act as a result of the Owner's failure to comply with its obligations under this clause of the Agreement.

23. COUNTERPARTS

23.1. This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute an agreement.

23.2. Execution by either or both parties of a fax or email copy of this Agreement, or transmission or email of a copy of this Agreement, executed by that party, will constitute valid and binding execution of this Agreement by such party or parties.

24. COMMENCEMENT OF AGREEMENT

This Agreement will commence:

24.1. on the date that it bears; or

24.2. if it bears no date, on the date it is recorded in the Register.

25. ENDING OF AGREEMENT

The Parties agree:

25.1. this Agreement will end:

25.1.1. in respect of a Residential Lot, upon the issue of a Statement of Compliance for a subdivision that creates that Residential Lot; or

25.1.2. in respect of all other land, once the Owner has completed, to the satisfaction of Council all of the obligations imposed upon it under this Agreement and Council has complied with its obligations under the Agreement; or

25.1.3. otherwise by agreement between the Parties in accordance with Section 177(2) of the Act;

25.2. once this Agreement ends with respect to part or all of the Land, Council will, within 28 days of the Agreement ending with respect to that part of all of the Land, following a request from the Owner and at the cost of the Owner, complete and execute within 21 days all documents necessary to make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register in relation to the relevant land.

EXECUTED BY THE PARTIES

Signed sealed and delivered as a deed by the Parties

Date: 8 SEPTEMBER 2021

SIGNED for and on behalf of)
LATROBE CITY COUNCIL by)
Steven Piasente pursuant to Instrument)
of Delegation 8) JUNE 2021)
in the presence of:)


Steven Piasente - Chief Executive Officer


Witness


house McKenna
Print Name

EXECUTED by Gippsland Development Group
Pty Ltd ACN 610 506 164 in accordance with
Section 127 of the Corporations Act 2001:


Director


Full Name


Address


Director/Secretary


Full Name


Address

Schedule 1

Item 1 – Land	Lot A on Plan of Subdivision 826057P. Certificate of Title Volume 12324 Folio 522
Item 2 – Permit	Planning Permit 2016/197
Item 3 – Mortgagee & Instrument/s of Mortgagee	NA
Item 4 – Caveator & Instrument of Caveat	NA
Item 5 – Civil Maintenance Period	3 months
Item 6 – Civil Maintenance Bond Amount	5% of the cost of the DP Construction Project
Item 7 –DP Levy	\$181,833.91 per hectare of Net Developable Area or part thereof, as at 1 July 2019 and subject to Indexation.
Item 8 – Drainage Levy	\$36,006.98 per hectare of Net Developable Area or part thereof, as at 1 July 2019 and subject to Indexation.

Schedule 2
DP CONSTRUCTION PROJECTS TABLE

A – DP Number Description	Project	A1 – Total DP Project Value	B – Extent of DP Project	C – Credit	D – Timing for delivery
DI_RO_3 – Park Lane Roundabout		\$583,241	100%	\$583,241	Prior to the issue of a Statement of Compliance for Stage 1.
DI_RO_1 – Marshalls Road Upgrade		\$3,998,931	10% - 150m of a project	\$399,893	Prior to the issue of a Statement of Compliance for Stage 1.
DI_TR_2 – Marshalls Road Shared Path		\$334,983	9.3% - 150m of a 1600m project	\$31,153	Prior to the issue of a Statement of Compliance for Stage 1.
DI_TR_4 – Shared path – internal connector streets		\$314,047	36.7% - 550m of a 1,550m project	\$115,151	Prior to the issue of a Statement of Compliance for Stage 6.
DI_OS_2d – Central Park		\$584,571	80.0%	\$467,657	Prior to the issue of a Statement of Compliance for Stage 6.
DI_DR_2 – Retention basin – catchment 2		\$1,427,775	33.0%	\$471,166	Prior to the issue of a Statement of Compliance for Stage 6.

DP LAND PROJECTS TABLE

A – DP Number Description	Project	A1 – Total DP Project Value	B – Extent of DP Project	C – Credit	D – Timing for delivery
DI_LA_8b – Marshalls Road widening		\$159,500	19.8% - 0.115ha to be vested	\$31,581	Stage 1.
DI_LA_1 – Land for Community Facility		\$96,250	100%	\$96,250	Stage 4.
DI_LA_2 – Land for Active Open Space		\$671,000	35.4% - 0.86ha to be vested	\$237,534	Stage 4.

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

Page 1 of 2

VOLUME 12443 FOLIO 763

Security no : 124117488063M
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LAND DESCRIPTION

Lot H on Plan of Subdivision 826075M.
PARENT TITLE Volume 12251 Folio 794
Created by instrument PS826075M 14/12/2022

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
MARSHALLS ROAD DEVELOPMENTS PTY LTD of 31-33 KIRK STREET MOE VIC 3825
PS826075M 14/12/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX179058U 22/08/2023
PRINCIPLED MORTGAGE INVESTMENTS LTD

COVENANT as to part D775664

COVENANT as to part G567702

COVENANT as to part H341878

COVENANT as to part D464412 01/08/1969

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
AW309923Q 28/11/2022

DIAGRAM LOCATION

SEE PS826075M 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: TRARALGON-MAFFRA ROAD TRARALGON VIC 3844

ADMINISTRATIVE NOTICES

NIL

eCT Control 21150K RENNICK & GAYNOR
Effective from 22/08/2023

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

Page 2 of 2

DOCUMENT END

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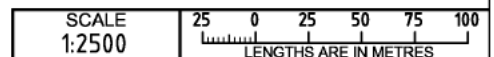
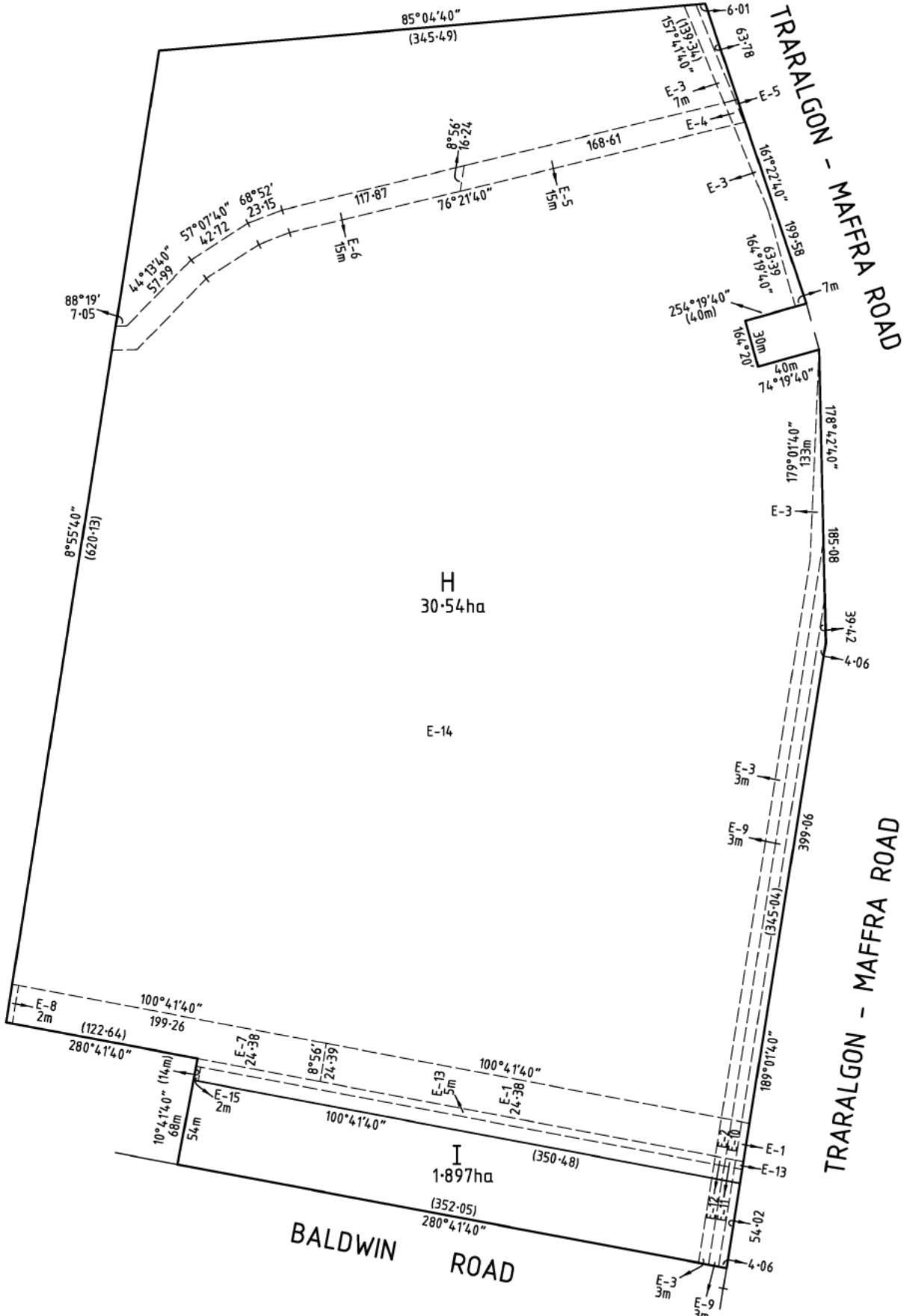
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PLAN OF SUBDIVISION			EDITION 1	PS826075M	
LOCATION OF LAND			Council Name: Latrobe City Council		
PARISH: TRARALGON			Council Reference Number: 2020/50/CRT2 Planning Permit Reference: 2018/94 SPEAR Reference Number: S163357A		
CROWN ALLOTMENT: A8 (PT), A9(PT) & PART OF A FORMER GOVT. ROAD			Certification		
TITLE REFERENCE: VOL.12251 FOL.794			This plan is certified under section 6 of the Subdivision Act 1988		
LAST PLAN REFERENCE: PS821062Y LOT C			Statement of Compliance		
POSTAL ADDRESS: TRARALGON - MAFRRA ROAD, (at time of subdivision) TRARALGON, 3844.			This is a statement of compliance issued under section 21 of the Subdivision Act 1988		
MGA CO-ORDINATES E: 461 600 ZONE: 55 (at approx centre of land in plan) N: 5775 060 GDA 94			Public Open Space		
			A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has not been made		
			Digitally signed by: Nicholas Anthony Torcasio for Latrobe City Council on 21/11/2022		
VESTING OF ROADS AND/OR RESERVES			NOTATIONS		
IDENTIFIER		COUNCIL/BODY/PERSON			
NIL		NIL			
NOTATIONS					
DEPTH LIMITATION 15-24m applies to the former Govt. Road only					
SURVEY: This plan is based on survey in PS729261G					
STAGING This is not a staged subdivision.					
Planning Permit No. 2018/94					
This survey has been connected to permanent marks No(s).					
In Proclaimed Survey Area No.					
EASEMENT INFORMATION					
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
IMPLIED EASEMENTS FOR DRAINAGE BY VIRTUE OF SECTION 12(2) OF THE SUBDIVISION ACT 1988 SET APART IN PS729261G APPLIES TO THE LAND MARKED E-14 ON THIS PLAN.					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
E-1, E-2, E-10	PIPELINE	SEE DIAGRAM	D464412	ESSO EXPLORATION & PRODUCTION AUSTRALIA INC. & HEMATITE PETROLEUM PTY LTD	
E-2, E-3, E-4, E-12	PIPELINE		G567702	GAS & FUEL CORPORATION OF VICTORIA	
E-4, E-5	DRAINAGE		T143102H	SHIRE OF TRARALGON	
E-6	DRAINAGE		S823375V	SHIRE OF TRARALGON	
E-7, E-8	PIPELINE		D775664	ESSO EXPLORATION & PRODUCTION AUSTRALIA INC. & HEMATITE PETROLEUM PTY LTD	
E-9, E-10, E-11,	GAS DISTRIBUTION & AS SET OUT IN MCP No.AA1261		AK963396P	VIC GAS DISTRIBUTION PTY LTD	
E-8	DRAINAGE		PS729261G	LATROBE CITY COUNCIL	
E-11, E-12, E-13	PIPELINE OR ANCILLARY PURPOSES		PS729261G - SECTION 136 OF THE WATER ACT 1989 PS821062Y	CENTRAL GIPPSLAND REGION WATER CORPORATION	
	DRAINAGE			LATROBE CITY COUNCIL	
E-15	DRAINAGE		THIS PLAN	LATROBE CITY COUNCIL	
MILLAR MERRIGAN Land Development Consultants M(03) 8720 9500 R (03) 5134 8611 www.millarmerrigan.com.au survey@millarmerrigan.com.au SAI GLOBAL Quality ISO 9001			SURVEYOR'S REF: 21783SB 1/12/2020		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 2
			Digitally signed by: [REDACTED] Licensed Surveyor, Surveyor's Plan Version (2), 01/12/2020, SPEAR Ref: S163357A		PLAN REGISTERED TIME: 1.19pm DATE: 14/12/2022 J.Beckingham Assistant Registrar of Titles

PS826075M



Millar | Merrigan

Land Development Consultants

M(03) 8720 9500 R (03) 5134 8611
www.millarmerrigan.com.au
survey@millarmerrigan.com.au

SAI GLOBAL Quality ISO 9001

Millar & Merrigan Pty Ltd ACN 005 541 668
Metro 2/126 Merrindale Drive, Croydon 3136
Regional 156 Commercial Road, Monwell 3840
Mail PO Box 247 Croydon, Victoria 3136

SURVEYOR'S REF: 21783SB

1/12/2020

Digitally signed by: [Redacted] Licensed
Surveyor,
Surveyor's Plan Version (2),
01/12/2020, SPEAR Ref: S163357A

ORIGINAL SHEET
SIZE: A3

SHEET 2

Digitally signed by:
Latrobe City Council,
21/11/2022,
SPEAR Ref: S163357A

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ARTHUR ROBINSON & CO.

VICTORIA

CREATION OF EASEMENT

REGD

I FREDERICK WAITE formerly of Glengarry but now of 14 Quantock Road Bridgewater Somerset England Farmer

(hereinafter called "the Grantor") being registered as the proprietor of an estate in fee simple in the land secondly herein after described subject to the encumbrances notified hereunder in consideration of the sum of \$ 88.95 paid to me DO HEREBY TRANSFER and GRANT unto ESSO EXPLORATION AND PRODUCTION AUSTRALIA INC. of 380 Lonsdale Street Melbourne and HEMATITE PETROLEUM PROPRIETARY LIMITED of 500 Bourke Street Melbourne and their transferees in fee simple the registered proprietor or proprietors for the time being of ALL THOSE pieces of land being the whole of the land described in Certificates of Title Volume 8718 Folio 882 Volume 8718 Folio 883 Volume 8718 Folio 886 Volume 8718 Folio 887 Volume 8718 Folio 888 Volume 8718 Folio 889 and Volume 5992 Folio 297 and Lot 2 on Plan of Subdivision Number 72314 Parish of Glencoe South and being part of the land described in Crown Grant Volume 5643 Folio 486 (hereinafter called "the Grantees") at all times hereafter the full and free liberty and right, as appurtenant to the lands comprised in the said Certificates of Title (which lands are hereinafter referred to as the "dominant tenement"), on over under and through ALL THAT piece of land delineated and coloured blue on the plan annexed hereto (hereinafter referred to as the "servient tenement") being part of Lot 11 Block 2 on Plan of Subdivision Number 4847 being part of Crown Allotment A⁹ Parish of Traralgon and being part of the land more particularly described in Certificate of Title Volume 5814 Folio 734

to lay down, construct, change the size and number of, operate, maintain, inspect, patrol (including aerial patrol), alter, remove, replace, reconstruct and/or repair one or more pipelines designed to convey or conveying oil and other liquid or gaseous hydrocarbons, natural and artificial gas and any products or by-products thereof and any other substance which may be transported by pipeline together with all the works of the Grantees useful in connection with or incidental to their undertaking including but without limiting the generality of the foregoing all such communication and power systems (including pole lines), drips, valves, valve chambers, manholes, inspection pits, fittings, meters, connections and all other equipment and appurtenances whether or not similar to the foregoing as may be useful or convenient in connection therewith or incidental thereto (hereinafter called "the Grantees' appliances") and together with the right for the Grantees and their surveyors, engineers, servants, agents, licensees, contractors, sub-contractors and others authorised by them (hereinafter called "the Grantees' associates")—

- (1) to enter upon and remain pass and repass on and over the servient tenement for all or any of the purposes aforesaid, and with or without vehicles, plant and equipment of any description;
- (2) to clear the servient tenement and cut and remove timber, trees, undergrowth, crops and fences and construct and maintain gates in fences crossing the servient tenement and the other adjacent land of the Grantor as the Grantees shall consider necessary or desirable.

And the Grantor for himself his heirs executors administrators and assigns registered proprietor or proprietors of the servient tenement and every part thereof hereby covenants with the Grantees and each of them to the extent that the burden of this covenant may run with and bind the servient tenement and every part thereof and that the benefit thereof may be annexed to and run with the dominant tenement that the Grantor shall not without the prior written consent of the Grantees plant or permit to be planted any trees or shrubs on the servient tenement or excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the servient tenement or any part thereof any pit, well, foundation, pavement or other structure or installation nor shall the Grantor alter or disturb or permit to be altered or disturbed (other than by the processes of nature) the present grades and contours of the servient tenement but otherwise the Grantor shall have the right fully to use and enjoy the servient tenement subject always to and so as not to interfere with the rights and privileges hereby granted and conferred upon the Grantees.

The Grantor and the Grantees hereby mutually covenant and agree one with the other of them as follows:—

A. The consideration hereinbefore mentioned is acknowledged by the Grantor to be in full satisfaction of all moneys payable for the granting of this easement in favour of the Grantees.

B. The Grantees will compensate the Grantor for damage done from and after the date this instrument shall have been delivered to the Grantees to the Grantor's crops, timber, pasture lands, live stock, improvements and other property on the servient tenement or any land of the Grantor adjacent thereto by reason of the exercise of the rights hereinbefore granted. In the event of any difference arising between the Grantor and the Grantees as to the amount of such compensation the same shall be determined in the manner provided in the Arbitration Act 1958. Any compensation paid by the Grantees to the Grantor shall include compensation for damage done to the crops, timber, pasture lands, live stock, improvements and other property on the servient tenement or any land of the Grantor adjacent thereto in which any tenant, sharefarmer or other person has any interest and the Grantor agrees to indemnify the Grantees against any claim by any such tenant, sharefarmer or other person for any damage done by the Grantees in the performance of their rights under this easement.

C. The Grantees shall as soon as weather and soil conditions permit and subject to the restrictions hereinbefore contained and insofar as it is practicable so to do bury and maintain all pipelines so as not to interfere unreasonably with the use of the servient tenement.

D. Notwithstanding any rule of law or equity the pipes (which term shall include all pipelines and the Grantees' appliances) brought onto laid or erected upon or buried in or under the servient tenement by the Grantees shall at all times remain the property of the Grantees and their assigns notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Grantees and their assigns.

E. Unless otherwise agreed by the Grantor and the Grantees upon the discontinuance of the use of the servient tenement by the Grantees the Grantees may at their option leave the pipe or any part thereof and the Grantees' appliances in the ground but if the Grantees damage the property of the Grantor during the removal of the pipe or appliances then the Grantees will compensate the Grantor upon the terms and in the manner contained in Clause B hereof.

F. The Grantees performing and observing the covenants, and conditions on their part to be observed and performed shall and may peacefully hold and enjoy the rights, liberties, privileges and easement hereby granted without hindrance, molestation or interference on the part of the Grantor or of any person firm or corporation claiming by through under or in trust for the Grantor.

G. All notices to be given hereunder may be given by prepaid registered or certified letter addressed to the Grantor by being forwarded to the registered proprietor for the time being at his latest address shown in the Register Book and to the Grantees at 380 Lonsdale Street Melbourne or such other address as the Grantor and Grantees may respectively from time to time designate in writing and any such notice shall be deemed to have been given to and received by the addressee on the third day following that on which the same is posted.

H. Neither this instrument nor anything herein contained shall affect or prejudice the rights of the Grantees or the Grantees' associates under the Pipelines Act 1967 or under any consent granted pursuant to Section 9 (2) of the said Act or under any permit granted pursuant to Section 12 of the said Act or any written permission given pursuant to Section 22 (1) of the said Act or any other rights of the Grantees under the said Act.

I. The Grantor will execute every such deed, instrument or assurance and do every such thing for further or more effectively securing the rights and interests of the Grantees to or in the servient tenement or any part or parts thereof pursuant to these presents as shall by the Grantees be reasonably required.

Form No. 4, 1/9/67.



D775664-1-0

C/P

P 5814-734

TO

Q 8718-882 (WH)
 P 8716-883 (WH)
 Q 8718-886 (WH)
 R 8718-887 (WH)
 S 8718-297 (WH)
 T 8824-293 (WH)
 U 8824-312 (WH)

20/7/70

20/7/70

20/7/70

20/7/70

VICTORIA - STAMP OFFICE

JUL15-70 346705 45999

LEI 1015 ***2-00

20/7/70

J. Wherever the singular or masculine is used it shall be construed as if the plural feminine or neuter, as the case may be had been used where the context or the party or parties hereto so require and the rest of the sentence shall be construed as if the grammatical and other changes thereby rendered necessary had been made and where more than one Grantor is a party hereto the covenants herein contained shall extend to and bind such Grantors jointly and each of them severally.

DATED this
seventy.

6th

day of

July

One thousand nine hundred and sixty

SIGNED by the said FREDERICK WAITE

Frederick Waite

in Victoria in the presence of:

Michael P. Goss

SIGNED by the said

39, Quantock Road,
Bridgwater,
Somerset,
England.

in Victoria in the presence of:

EXECUTED by ESSO EXPLORATION AND PRODUCTION
AUSTRALIA INC. by being SIGNED SEALED AND
DELIVERED in Victoria by JAMES EUGENE PIANTA,
161368

its attorney under Power Number 160324 in the presence of:

M. E. [Signature]

EXECUTED by HEMATITE PETROLEUM PROPRIETARY
LIMITED by being SIGNED SEALED AND DELIVERED in
Victoria by COLIN LIVINGSTONE PARKER

its attorney under Power Number 160324 in the presence of:

[Signature]

J. C. Pianta

C. L. Parker

ENCUMBRANCES REFERRED TO:
Mortgage Number 790590.

Now discharged

I LAWRENCE HENRY WAITE of Glengarry Farmer

being the Mortgagee

under Mortgage Number 790590 in the Register Book of part of the abovementioned land hereby consent to the above Creation of Easement and Restrictive Covenant and to this Creation of Easement and Restrictive Covenant taking priority over the said Mortgage and to an endorsement to that effect being made on the said Mortgage.

SIGNED by the said LAWRENCE
HENRY WAITE in Victoria in
the presence of:

L. H. Waite

DISTRIBUTION: Original — Office of Titles.
1st Copy — Cons't Div. for Company.
2nd Copy — R/W Agent.
3rd Copy — Landowner.
4th Copy — Solicitor.

ESSO EXPLORATION AND PRODUCTION AUSTRALIA INC. AND HEMATITE PETROLEUM PROPRIETARY LIMITED

RIGHT-OF-WAY EASEMENT
REQUIRED FOR PIPELINE

OWNER FREDERICK WAITE

ADDRESS GLENGARRY

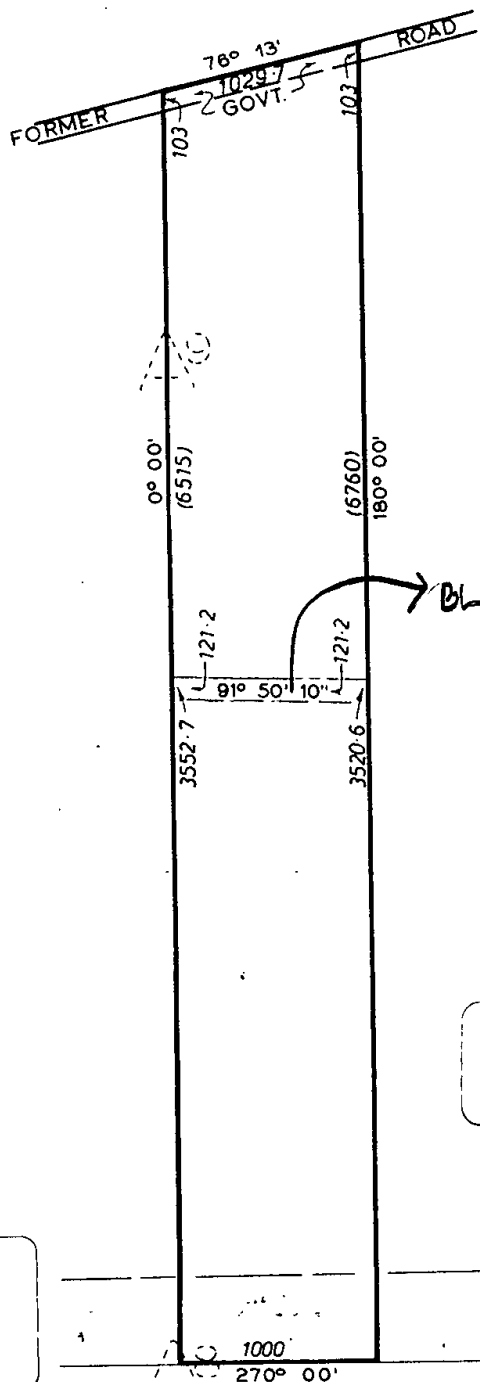
PART OF CROWN ALLOTMENT A9

PARISH OF TRARALGON

COUNTY OF BULN BULN

Certificate of Title VOLUME 5814 FOLIO 734
Area 1:21260 AC. 1A. 0R. 34P

Scale: 8 CHAINS to an inch
Measurements are in LINKS



COLOUR CODE

Y=Yellow O=Orange BR=Brown
G=Green R=Red BL=Blue P=Purple
H=Hatched CH=Cross Hatched



DD775664-2-6

I certify that this plan has been made by me, agrees with title, is mathematically correct and the easement being created has been reasonably located in accordance with title position.

J. A. Gannon

Licensed Surveyor

Date 22/9/70

Frederick Waite
L. E. Waite
J. E. Pianta
G. L. Parker

SURVEYORS

J. A. GANNON & ASSOCIATES

in association with

CULLIVER & S.M.

J. A. Gannon
17-10-68
Licensed Surveyor

RIGHT-OF-WAY OR
EASEMENT NUMBER

TR - 364

Ref. No. 783

Plan No. 165



Natural Resources and Environment

AGRICULTURE • RESOURCES • CONSERVATION • LAND MANAGEMENT

**INTENTIONALLY
BLANK**



DD775664-3-2

To the Registrar of Titles,

please register this Creation of Easement and on completion
return Certificate of Title Volume 5814, Folio 734 to *Bruce*
Stretton + Hayford 16 Church St. Melbourne.

- Lett. in
D739439.

Bruce Stretton Hayford

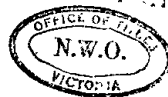
FREDERICK WAITE

to

ESSO EXPLORATION AND
PRODUCTION AUSTRALIA INC. AND
HEMATITE PETROLEUM
PROPRIETARY LIMITED

CREATION OF EASEMENT

A memorandum of the within instrument
has been entered in the Register Book.



ARTHUR ROBINSON & CO.
Solicitors
447 Collins Street, Melbourne, 3000.

TR-364

Dated the day of 196..

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Number of Pages (excluding this cover sheet)	8
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G567702

10-3 196.476 WA528-77

G567702

GAS AND FUEL CORPORATION OF VICTORIA

CREATION OF EASEMENTNo. ET 2230 &
ET 2233

FREDERICK WAITE formerly of Glengarry but now of 14 Quantock Road, Bridgewater, Somerset, England, Grazier

(hereinafter called "the Grantor") being registered as the proprietor of an estate in fee simple in the land secondly hereinafter described subject to the encumbrances notified hereunder in consideration of the sum of

TWO HUNDRED AND FIFTY DOLLARS (\$250)

paid to me DO HEREBY TRANSFER and GRANT unto GAS AND FUEL CORPORATION OF VICTORIA of 171 Flinders Street Melbourne and its successors and transferees in fee simple the registered proprietor or proprietors for the time being of ALL THAT piece of land being the whole of the land described in Certificate of Title Volume 5219 Folio 723 (hereinafter called "the Grantee") at all times hereafter the full and free liberty and right, as appurtenant to the lands comprised in the said Certificate of Title (which land is hereinafter referred to as the "dominant tenement"), on over under and through ALL THAT piece of land delineated and coloured red on the plan marked "A" and "B" annexed hereto (hereinafter referred to as the "servient tenement") being part of

Lot 12 Block Two on Plan of Subdivision No. 4847 and part of former Government Road Parish of Traralgon and being part of the land described in Certificates of Title Volume 5882 Folio 344 and Volume 5882 Folio 345

to lay down, construct, change the size and number of, operate, maintain, inspect, patrol (including aerial patrol), alter, remove, replace, reconstruct and/or repair one or more pipelines designed to convey or conveying liquid or gaseous hydrocarbons, natural and artificial gas and any products or by-products thereof and any other substance which may be transported by pipeline together with all the works of the Grantee useful in connection with or incidental to its undertaking including but without limiting the generality of the foregoing all such communication and power systems (including pole lines), drips, valves, valve chambers, manholes, inspection pits, fittings, meters, connections and all other equipment and appurtenances whether or not similar to the foregoing as may be useful or convenient in connection therewith or incidental thereto (hereinafter called "the Grantee's appliances") and together with the right for the Grantee and its surveyors, engineers, servants, agents, licensees, contractors, sub-contractors and others authorised by them (hereinafter called "the Grantee's associates")

to enter upon and remain pass and repass on and over the servient tenement for all or any of the purposes aforesaid and with or without vehicles, plant and equipment of any description;

to clear the servient tenement and remove any obstructions therefrom and cut and remove timber, trees, undergrowth, crops and fences and construct and maintain gates in boundary fences abutting and in other fences crossing the servient tenement and the other adjacent land of the Grantor as the Grantee shall consider necessary or desirable.

And the Grantor for himself his heirs executors administrators and assigns registered proprietor or proprietors of the servient tenement and every part thereof Hereby Covenants with the Grantee to the extent that the burden of this covenant may run with and bind the servient tenement and every part thereof and that the benefit thereof may be annexed to and run with the dominant tenement that the Grantor shall not without the prior written consent of the Grantee cultivate dig or excavate or permit to be cultivated dug or excavated any part of the surface of the servient tenement to a depth greater than one foot or plant or permit to be planted any trees or shrubs on the servient tenement or excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the servient tenement or any part thereof any pit, well, foundation, pavement or other structure or installation or use or permit to be used on or under the servient tenement or any part thereof explosives of any type nor shall the Grantor alter or disturb or permit to be altered or disturbed (other than by the processes of nature) the present grades and contours of the servient tenement but otherwise the Grantor shall have the right fully to use and enjoy the servient tenement subject always to and so as not to interfere with the rights and privileges hereby granted and conferred upon the Grantee.

The Grantor and the Grantee hereby mutually covenant and agree one with the other of them as follows:—

- (a) The consideration hereinbefore mentioned is acknowledged by the Grantor to be in full satisfaction of all moneys payable for the granting of this easement in favour of the Grantee.
- (b) In the exercise of the rights hereby granted the Grantee shall do as little damage as possible and the Grantee shall if so required within two years from the exercise of such rights compensate the Grantor for damage done to the Grantor's crops, timber, pasture lands, livestock, improvements and other property on the servient tenement or any land of the Grantor adjacent thereto by reason of the exercise of the rights hereinbefore granted. In the event of any difference arising between the Grantor and the Grantee as to the amount of such compensation the same shall be determined in the manner provided in the Lands Compensation Act 1958. Any compensation paid by the Grantee to the Grantor shall include compensation for damage done to the crops, timber, pasture lands, live stock, improvements and other property on the servient tenement or any land of the Grantor adjacent thereto in which any tenant, sharefarmer or other person has any interest and the Grantor agrees to indemnify the Grantee against any claim by any such tenant, sharefarmer or other person for any damage done by the Grantee in the performance of its rights under this easement.
- (c) The Grantee shall as soon as weather and soil conditions permit and subject to the restrictions hereinbefore contained and insofar as it is practicable so to do bury to a minimum depth of thirty inches below the level of the immediately surrounding land and maintain all pipelines so as not to interfere unreasonably with the use of the servient tenement and restore the surface of the servient tenement to its condition prior to the exercise of the rights granted herein.



G567702-1-8

- (d) Notwithstanding any rule of law or equity the pipes (which term shall include all pipelines and the Grantee's appliances) brought onto laid or erected upon or buried in or under the servient tenement by the Grantee shall at all times remain the property of the Grantee and its successors and assigns notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Grantee and its successors and assigns.
- (e) Unless otherwise agreed by the Grantor and the Grantee upon the discontinuance of the use of the servient tenement by the Grantee the Grantee may at its option leave the pipe or any part thereof and the Grantee's appliances in the ground but if the Grantee damages the property of the Grantor during the removal of the pipe or appliances then the Grantee will compensate the Grantor upon the terms and in the manner contained in Clause (b) hereof.
- (f) The Grantee performing and observing the covenants and conditions on its part to be observed and performed shall and may peaceably hold and enjoy the rights, liberties, privileges and easement hereby granted without hindrance, molestation or interference on the part of the Grantor or of any person firm or corporation claiming by through under or in trust for the Grantor.
- (g) All notices to be given hereunder may be given by prepaid registered or certified letter addressed to the Grantor by being forwarded to the registered proprietor for the time being at his latest address shown in the Register Book and to the Grantee at 171 Flinders Street Melbourne or such other address as the Grantor and Grantee may respectively from time to time designate in writing and any such notice shall be deemed to have been given to and received by the addressee on the third day following that on which the same is posted. All notices to be given by the Grantee hereunder may be signed on behalf of the Grantee by its Secretary or Substitute Secretary for the time being.
- (h) Neither this instrument nor anything herein contained shall affect restrict limit or detract from or prejudice the rights power authority or immunity of the Grantee or the Grantee's associates under the Pipelines Act 1967 or any subsequent amendments thereto or under any consent granted pursuant to Section 9 (2) of the said Act or under any permit granted pursuant to Section 12 of the said Act or any written permission given pursuant to Section 22 (1) of the said Act or any other rights of the Grantee under the said Act or under the Gas and Fuel Corporation Act 1958 or any subsequent amendments thereto as the case may be.
- (i) The Grantor will execute every such deed, instrument or assurance and do every such thing for further or more effectively securing the rights and interests of the Grantee to or in the servient tenement or any part or parts thereof pursuant to these presents as shall by the Grantee be reasonably required.
- (j) Wherever the singular or masculine is used it shall be construed as if the plural feminine or neuter, as the case may be had been used where the context or the party or parties hereto so require and the rest of the sentence shall be construed as if the grammatical and other changes thereby rendered necessary had been made and where more than one Grantor is a party hereto the covenants herein contained shall extend to and bind such Grantors jointly and each of them severally.
- (k) Nothing herein contained shall be deemed or construed to authorise or permit the construction operation or use of a pipeline outside the terms and conditions of any permit or licence issued pursuant to the Pipelines Act 1967.
- (l) The Grantee will at all times hereafter keep indemnified the Grantor from and against all damage, injury or nuisance which may be caused or occasioned by the escape of liquid or gaseous hydrocarbons, natural and artificial gas and any products or by-products thereof and any other substance from the Grantee's pipeline or pipelines and appliances on to or over the servient tenement if such damage arises from any failure of the Grantee to construct maintain and operate such installations in a proper and safe manner and design having regard to present day knowledge.

DATED this 17th day of March One thousand nine hundred and seventy-seven

SIGNED by the said **FREDERICK WAITE**

in Victoria in the presence of:

Michael R. Gosman
39. Quantock Road
Widmore Bridge Water
Somerset
Solicitor Douglas Clark

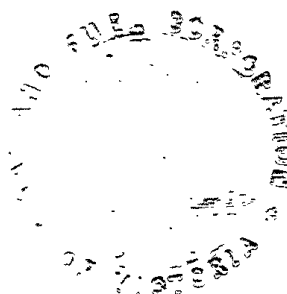
Frederick Waite

THE COMMON SEAL of GAS AND FUEL CORPORATION OF VICTORIA was hereunto affixed by the authority of the Board of Directors and attested by:

Director Jan to Eneyn

Director [Signature]

Secretary [Signature]



GAS & FUEL CORPORATION OF VICTORIA

Easement required for TRARALGON RE-INFORCEMENT PIPELINE

Owner FREDERICK WAITE

Address GLENGARRY

Part of CROWN ALLOTMENTS A⁸ & A⁹

Parish of TRARALGON

Section

County of BULN BULN

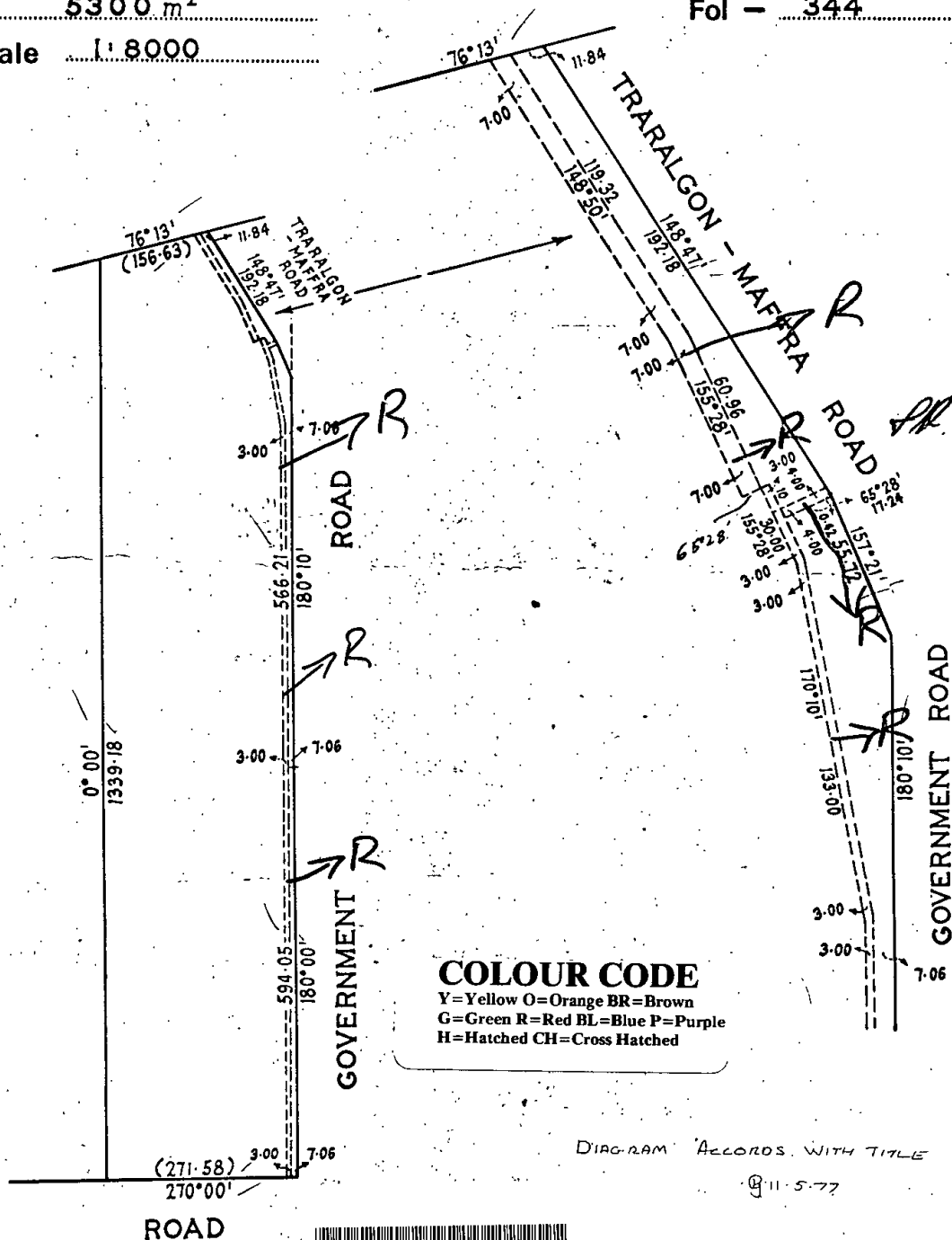
Vol 5882

Fol - 344

Area 5300 m²

Scale 1:8000

Certificate



Measurements are in

METRES

Draftsman

GARLICK & STEWART

Checked

A.S.

Chief Draftsman

Chief Engineer

Date

23.11.76

I certify that this plan made by me, agrees with title, is mathematically correct, and the easement being created has been reasonably located in accordance with title position.

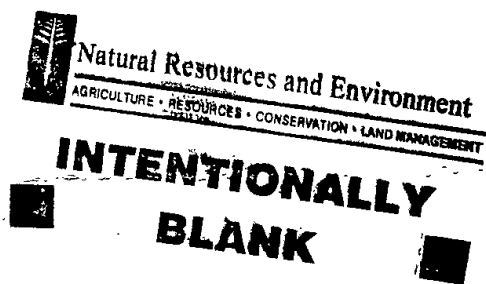
SURVEY
REFERENCE
NUMBER

30723^C

Licensed Surveyor

Date 23.11.76

ET 2230



"B"

GAS & FUEL CORPORATION OF VICTORIA

Easement required for TRARALGON RE-INFORCEMENT PIPELINE

Owner FREDERICK WAITE

Address GLENGARRY

Part of A FORMER GOVERNMENT ROAD

Parish of TRARALGON

Section

County of BULN BULN

Area 147m²

Certificate

Vol 5882

Fol - 345

Scale 1:1000

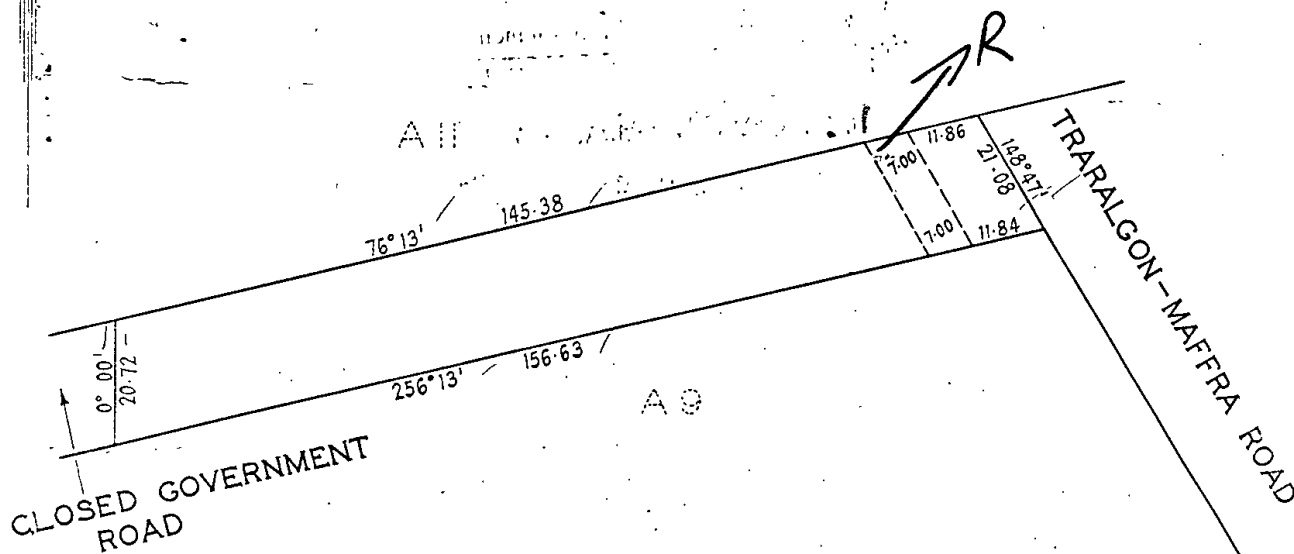


DIAGRAM ACCORDS WITH TITLE

9 11.5.77



06567702-3-1

COLOUR CODE

Y=Yellow O=Orange BR=Brown
 G=Green R=Red BL=Blue P=Purple
 H=Hatched CH=Cross Hatched

Measurements are in

METRES

Draftsman

GARLICK & STEWART

Checked

A.S.

Chief Draftsman

J. L. L.

Chief Engineer

P. L. L.

Date

23. 11. 76

I certify that this plan made by me, agrees with title, is mathematically correct, and the easement being created has been reasonably located in accordance with title position.


Licensed Surveyor

Date 23. 11. 76

SURVEY
REFERENCE
NUMBER

307203

2233

 Natural Resources and Environment
AGRICULTURE • RESOURCES • CONSERVATION • LAND MANAGEMENT

INTENTIONALLY

BLANK

ENCUMBRANCES REFERRED TO:

~~Nil~~

+ Creation of Easement

THE COVENANT

Transfer 1466412

AMENDED

22 APR 1977

With consent of
Solicitor to [Signature]

Amended by
Gas & Fuel

40629/17

....., being registered as the proprietor of
Instrument of Mortgage Registered Number over the land described in the foregoing Creation of
Easement as the servient tenement **HEREBY CONSENTS** to the said Creation of Easement and to such easement taking priority to the
said Instrument of Mortgage and to an endorsement to that effect being placed on the said Mortgage.

DATED the

day of

One thousand nine hundred and



DG567702-4-7

TO THE REGISTRAR OF TITLES,
MELBOURNE.

PLEASE REGISTER the within Easement and on completion of registration
forward Certificate of Title to issue to lodging party and parent
titles Volume 5882 Folios 344 and 345 to Littleton, Hackford & Malkin,
Solicitors, Traralgon.

Littleton, Hackford & Malkin
Littleton, Hackford & Malkin.

A memorandum of the within instrument
has been entered in the Register Book



DATED

19

FREDERICK WAITE

WITH

GAS AND FUEL CORPORATION
OF VICTORIA

CREATION OF EASEMENT

GAS AND FUEL CORPORATION
OF VICTORIA
171 FLINDERS STREET
MELBOURNE, 3000

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Document Type	Instrument
Document Identification	AW309923Q
Number of Pages (excluding this cover sheet)	15
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AW309923Q

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

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Lodged by

Name:

Phone:

Address:

Reference:

Customer code:

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: 12251 Folio: 794

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

LATROBE CITY COUNCIL
141 COMMERCIAL ROAD
MORWELL VIC 3840

Section and act under which agreement is made:

SECTION 173
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>Contact us

AW309923Q

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

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

Executed on behalf of LATROBE CITY COUNCIL

Signer Name Ruth Marx

Signature



Execution Date

3-11-2022

Full Name of Witness

Jenna Weir-Smith

Witness Signature



I have had my identity verified by Australia Post on 11 May 2022
Unique Seq # 3162830116655

35271702A

181PEA

Page 2 of 2

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for your
information

AW309923Q

for your
information



**SECTION 173 AGREEMENT
PLANNING AND ENVIRONMENT ACT 1987**

LATROBE CITY COUNCIL
Council

- and -

MARSHALLS ROAD DEVELOPMENTS PTY LTD

in relation to land at:

TRARALGON-MAFFRA ROAD, TRARALGON VIC 3844

Harwood Andrews
ABN 98 076 868 034
70 Gheringhap Street, Geelong 3220, Victoria, Australia
DX 22019 Geelong
PO Box 101 Geelong Vic 3220

Telephone: 03 5225 5225 Facsimile: 03 5225 5222

This agreement is made on the **25 day of October 2022**

PARTIES:

1. **Latrobe City Council** of 141 Commercial Road, Morwell, Victoria, 3840
(Council)
2. **MARSHALLS ROAD DEVELOPMENTS PTY LTD ACN: 149 506 776** of 31-33 Kirk Street,
Moe VIC 3825
(Owner)

RECITALS:

- R.1. The Owner is or is entitled to be the registered proprietor of the Land.
- R.2. Council is the Responsible Authority under the Act for the Land.
- R.3. The Land is in the Traralgon North residential growth area. The DPO7 and the DP apply to the Land.
- R.4. In accordance with requirements in clause 4.0 of the DPO7, the DP sets out the contribution required from individual land owners within the area covered by the DPO7 and DP to fund the acquisition of land, and provision infrastructure and services required as a result of development of the area.
- R.5. Council has issued the Permit for the Land. In accordance with clause 3.0 of the DPO7, the Permit requires the Owner to enter into this Agreement to provide for payment of a contribution to fund the infrastructure and services set out in the DP in accordance with the DP.
- R.6. The DP provides that, subject to Council's agreement, the Owner may provide infrastructure or land identified in the DP and receive a Credit.
- R.7. This Agreement is entered into between Council and the Owner pursuant to section 173 of the Act in order to:
 - a. satisfy the requirements of the Permit;
 - b. set out the obligations of the Owner to pay the DL or, in lieu of payment, provide the land or works specified in this Agreement that Council has agreed to accept in full or partial satisfaction of the obligation to pay DL on the terms set out in this Agreement;
 - c. set out the obligations of the Owner to pay the CIL;
 - d. set out the obligations of the Owner to transfer the Open Space Land to Council or make a payment in lieu of the provision of land; and
 - e. achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Land.
- R.8. All Mortgagees or Caveators have consented to this Agreement.

IT IS AGREED AS FOLLOWS:**1. DEFINITIONS**

In this Agreement unless inconsistent with the context or subject matter:

- 1.1. **Act** means the *Planning and Environment Act 1987* (Vic).
- 1.2. **Agreement** means this Agreement and any agreement executed by the Parties varying or expressed to be supplemental to this Agreement.
- 1.3. **Council** means Latrobe City Council or its successor as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, officers, employees, servants, workers and contractors.
- 1.4. **Construction Index** means the building price index published in the latest edition of Rawlinson's Australian Construction Handbook and in the event that this index is no longer available then the Council will nominate a replacement index.
- 1.5. **CL** means the community infrastructure levy required to be paid at \$900 per Residential Lot, or such higher amount specified in the DP.
- 1.6. **DP** means the Traralgon North Development Plan and Development Contributions Plan – Final Report prepared by Planisphere dated November 2015, or such later version of this document approved by Council.
- 1.7. **DP Account** means the bank account maintained by Council for receipt of the contributions under the DP.
- 1.8. **DP Levy** means the DP Levy payable at the rate identified in item 7 of Schedule 1 subject to indexation in accordance with clause 3.3 of this Agreement.
- 1.9. **DL** means the DP Levy and DP Drainage Levy.
- 1.10. **DPO7** means Schedule 7 to the Development Plan Overlay – Traralgon North Residential Growth Area.
- 1.11. **Drainage Levy** means the drainage levy required to be paid in respect of the Land in accordance with the DP, payable at the rate identified in item 8 of Schedule 1 subject to indexation in accordance with clause 3.3 of this Agreement.
- 1.12. **Endorsed Plans** means the plans endorsed under the Permit.
- 1.13. **GST** means the *New Tax System (Goods and Services Tax) Act 1999 (Cth)* as amended from time to time.
- 1.14. **GST Regulations** means the *New Tax System (Goods and Services Tax) Regulations 1999 (Cth)* as amended from time to time.
- 1.15. **Land** means the land identified in item 1 of Schedule 1 and includes any lots created by the subdivision of the Land or any part of it.
- 1.16. **Land Index** means the annual change in the value of land projects identified in the DP as determined by the valuer appointed by Council pursuant to the DP.
- 1.17. **Localised Infrastructure** means works, services or facilities necessitated by the subdivision or development of the Land including but not limited to provision of utility services such as water supply, stormwater drainage, sewerage, gas and electricity services, telecommunications infrastructure and local road, bridges, culverts and

other water crossings, any required associated traffic control measures and devices. For the purposes of this Agreement, localised infrastructure does not include the infrastructure required in accordance with the DP or other infrastructure that is in the nature of regional or state infrastructure.

- 1.18. **Mortgagee** means any 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.
- 1.19. **Net Developable Area** has the meaning identified in the DP.
- 1.20. **Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of the Land or any part of it, and includes a Mortgagee in possession.
- 1.1. **Party or Parties** means the Owner and the Council under this Agreement as appropriate.
- 1.2. **Passive Open Space Land** means land for passive open space provided by the Owner to Council in accordance with the DP and Endorsed Plans.
- 1.3. **Plan of Subdivision** means a plan showing the subdivision of the Land which creates an additional lot which can be disposed of separately or which can be re-subdivided.
- 1.4. **Permit** means the planning permit identified in item 2 of Schedule 1, as amended from time to time.
- 1.5. **Planning Scheme** means the Latrobe Planning Scheme and any successor instrument or other planning scheme which applies to the Land.
- 1.6. **Residential Lot** means a lot created as a result of the subdivision of the Land which in the opinion of Council is of a size and dimension that it is intended to be developed as a housing lot without further subdivision.
- 1.7. **Schedule** means a schedule to this Agreement.
- 1.8. **Schedule of Development Contributions** means the approved schedule of development contributions under Condition 5 of the Permit.
- 1.9. **Stage** is a reference to a stage of subdivision of the Permit as shown on an approved Plan of Subdivision or Endorsed Plan.
- 1.10. **Statement of Compliance** means a statement of compliance issued by Council under the *Subdivision Act* 1988.
- 1.11. **Tax Act** means the *Taxation Administration Act 1953* (Cth) as amended from time to time.

2. INTERPRETATION

In the interpretation of this Agreement unless inconsistent with the context or subject matter:

- 2.1. the singular includes the plural and the plural includes the singular;
- 2.2. a reference to a gender includes a reference to all other genders;
- 2.3. words (including defined expressions) denoting persons will be deemed to include all trusts, bodies and associations, corporate or unincorporated, and vice versa;

- 2.4. a reference to a person includes a reference to a firm, corporation, association or other entity and their successors in law;
- 2.5. a reference to a statute includes any statute amending, consolidating or replacing that statute and includes any subordinate instruments made under that statute;
- 2.6. the Recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals;
- 2.7. references to the Parties will include their transferees, heirs, assigns, and liquidators, executors and legal personal representatives as the case may be;
- 2.8. reference to a document or agreement includes reference to that document or agreement as changed, novated or replaced from time to time;
- 2.9. where a word or phrase is given a definite meaning in this Agreement, a part of speech or other grammatical form for that word or phrase has a corresponding meaning; and
- 2.10. where a word or phrase is not defined in this Agreement, it has the meaning as defined in the Act, or, if it is not defined in the Act, it has its ordinary meaning.

3. REQUIREMENT TO PAY THE DL AND CL

3.1. Payment of the DL and CL

At least 21 days prior to the issue of a Statement of Compliance for any Stage and in accordance with the Permit, the Owner must pay:

- 3.1.1. in respect of the land within that Stage, the DL; and
- 3.1.2. in respect of each Residential Lot within the Plan of Subdivision for that Stage, the CL.

3.2. Indexation

The Owner agrees:

- 3.2.1. the Drainage Levy will be adjusted annually as at 1 July in accordance with the Construction Index;
- 3.2.2. the DP Levy will be adjusted by Council each year as at 1 July applying the Construction Index.

4. OBLIGATION TO PROVIDE PASSIVE OPEN SPACE LAND

The Owner agrees that prior to the issue of a Statement of Compliance for any Stage or such later time as agreed to by Council in writing, the Owner must pay to Council the required public open space contribution in accordance with the Schedule of Development Contributions.

5. OWNER'S FURTHER COVENANTS

The Owner warrants and covenants that:

- 5.1. it is the registered proprietor (or entitled to be so) of the Land;

- 5.2. save as shown in the certificate of title to the Land, there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the Land or any part of it and not disclosed by the usual searches;
- 5.3. neither the Land nor any part of it is subject to any right obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in section 42 of the *Transfer of Land Act 1958* (Vic);
- 5.4. it will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of it without first providing to its successors a copy of this Agreement;
- 5.5. it will within 28 days of written demand pay to Council, Council's reasonable costs (including legal or other professional costs) and expenses of and incidental to the:
- 5.5.1. negotiation, preparation, execution and recording of this Agreement;
- 5.5.2. assessment, negotiation, preparation, execution and recording of any proposed amendment to this Agreement; and
- 5.5.3. the cancellation or alteration of this Agreement in the Register.
- 5.6. to the extent that the costs and expenses to be paid for by the Owner in accordance with clause 8.5 constitute legal professional costs, Council may at its absolute discretion have these costs assessed by the Law Institute of Victoria and in that event the Parties will be bound by the amount of that assessment, with any fee for obtaining such an assessment being borne equally by Council and the Owner;
- 5.7. it will do all that is necessary to enable Council to make application to the Registrar of Titles to record this Agreement in the Register in accordance with the Act, including the signing of any further agreement, acknowledgment or other document; and
- 5.8. until such time as this Agreement is recorded in the Register, the Owner must ensure that successors in title will give effect to this Agreement, and do all acts and sign all documents which will require those successors to give effect to this Agreement, including executing a deed agreeing to be bound by the terms of this Agreement.

6. ACKNOWLEDGEMENT BY THE PARTIES

The Parties acknowledge and agree that:

- 6.1. this Agreement relates only to infrastructure that is set out in the DP and not Localised Infrastructure except to the extent that the Localised Infrastructure is specifically funded under DP; and
- 6.2. compliance with the obligations of this Agreement does not relieve the Owner of any obligation imposed by Council or a Tribunal to provide Localised Infrastructure which obligation may be imposed as a requirement in a planning permit for the subdivision or development of the Land.

7. FURTHER ASSURANCE

The Parties to this Agreement will do all things necessary (including signing any further agreement, acknowledgement or document) to give full effect to the terms of this Agreement and to enable this Agreement to be recorded in the Register in accordance with the Act.

8. AMENDMENT

This Agreement may be amended only in accordance with the requirements of the Act.

9. NO WAIVER

The Parties agree that:

- 9.1. no waiver by any Party of any default in the strict and literal performance of or compliance with any provision, condition or requirement in this Agreement will be deemed to be:
 - 9.1.1. a waiver of strict and literal performance of and compliance with any other provision, condition or requirement of this Agreement; or
 - 9.1.2. a waiver or release any Party from compliance with any provision, condition or requirement in the future; and
- 9.2. any delay or omission of any Party to exercise any right under this Agreement in any manner will not impair the exercise of such right accruing to it thereafter.

10. NO FETTERING OF POWERS OF COUNCIL

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

11. INTEREST ON OVERDUE MONEYS

Any amount due under this Agreement but unpaid by the due date incurs interest at the rate prescribed under section 227A of the *Local Government Act 1989* (Vic) and any payment made shall be first directed to payment of interest and then the principal amount owing.

12. NOTICES

All notices and other communications under this Agreement will be sent by prepaid mail, by hand delivery, email or by facsimile to the Current Addresses for Service, Current Email Address for Service or Current Number for Service of the Parties, and may be sent by an agent of the Party sending the notice. Each notice or communication will be deemed to have been duly received:

- 12.1. not later than two business days after being deposited in the mail with postage prepaid;
- 12.2. when delivered by hand;
- 12.3. if sent by email, at the time of receipt in accordance with the *Electronic Transactions (Victoria) Act 2000* (Vic); or
- 12.4. if sent by facsimile transmission upon completion of that transmission and production of a transmission report stating that the facsimile was sent to the addressee's facsimile number.

13. COSTS ON DEFAULT

If the Owner defaults in the performance of any obligations under this Agreement it will pay to the Council its reasonable costs of action taken to achieve compliance with this Agreement.

14. INVALIDITY OF ANY CLAUSE

Notwithstanding anything to the contrary in this Agreement, if any provision of this Agreement will be invalid and not enforceable in accordance with its terms, all other provisions which are

self-sustaining and capable of separate enforcement without regard to the invalid provisions will be and continue to be valid and enforceable in accordance with those terms.

15. AGREEMENT BINDING ON SUCCESSORS OF OWNERS

This Agreement will extend to and bind the Owner's successors, assigns, administrators, transferees and legal personal representatives and the obligations imposed upon them will also be binding on their successors, transferees, purchasers, mortgagees and assigns as if each of them had separately executed this Agreement.

16. JOINT OBLIGATIONS

In the case of each Party that consists of more than one person (including in that expression any corporation) each of those persons covenants, agrees and declares that all of the covenants, agreements, declarations and consents contained in this Agreement and made and given by that Party have been entered into, made and given and are binding upon that person both severally and also jointly with the other person or persons constituting that Party.

17. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all previous agreements or understandings between the Parties in connection with its subject matter.

18. GST

The Parties agree that:

18.1. expressions used in this clause and in the GST Act have the same meanings as when used in the GST Act;

18.2. a supply under this Agreement of:

18.2.1. in-kind contributions of any kind provided by the Owner to the Council for the supply by the Council to the Owner of a right to develop land where the right/s granted comply with requirements imposed by or under an Australian law (as that term is understood in the GST Act) will be exempt from GST;

18.2.2. payments, fees, charges levies or other amounts payable (the amount payable) by the Owner to the Council for the supply of a right to develop land, to the extent:

- (a) the amount payable is a payment of an Australian tax under subsection 81-5(1) of the GST Act; or
- (b) is an amount that is subject to subsection 81-10(1) of the GST Act and is not an amount listed in regulation 81-10.01 of the GST Regulations; or
- (c) is an amount that is not subject to subsection 81-10(1) of the GST Act but is listed in regulation 81-15.01 of the GST Regulations; or
- (d) is an amount that is subject to subsection 81-10(1) of the GST Act and is listed in regulations 81-10.01 and 81-15.01 of the GST Regulations but is listed in subregulation 81-10.01(1)(g);

will be exempt from GST.

- 18.3. the recipient of a taxable supply made under or in respect of this Agreement must pay to the supplier, at the time the consideration for the supply is due, the GST payable in respect of the supply. This obligation extends to supply consisting of a Party's entry into this document; and
- 18.4. a Party is not obliged, under clause 21.3, to pay the GST on a taxable supply to it until given a valid tax invoice for the supply.

19. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING TAX

- 19.1. The Parties agree that the words defined or used in subdivision 14-D of schedule 1 of the Tax Act have the same meaning in this clause unless the context requires otherwise.
- 19.2. The Owner acknowledges and agrees that if Council is required to pay the Commissioner an amount in accordance with subdivision 14-D of schedule 1 of the Tax Act for any transfer to or vesting of land by the Owner in Council under this Agreement (**the Amount**):
 - 19.2.1. at least 60 days prior to the transfer to or vesting of such land in Council, the Owner must provide Council with a clearance certificate issued by the Commissioner under section 14-220 (1) of schedule 1 to the Tax Act, which must be valid for the period within which the relevant land is to be vested in or transferred to Council and must be issued in the exact name of the Owner; or
 - 19.2.2. where a clearance certificate is not provided in accordance with clause 22.2.1:
 - (a) if the land is to be transferred or vested in Council in exchange for a cash payment to the Owner, then the Amount is to be deducted from the total cash payment;
 - (b) if the land is to be transferred or vested in Council in exchange for non-cash consideration, the Owner must pay the Amount to Council at least 30 days prior to the transfer to or vesting of the land in Council; and
 - (c) if the land is to be transferred or vested in Council in exchange for part cash payment and part non-cash consideration, then the Amount is to be deducted from the total cash payment and to the extent that the total cash payment is less than the Amount, the Owner must pay the difference to Council at least 30 days prior to the transfer to or vesting of the land in Council.
- 19.2.3. The Owner acknowledges and agrees that it must provide Council with all information and assistance necessary to enable Council to comply with its obligation to make a payment under subdivision 14-D of schedule 1 of the Tax Act in respect to the transfer to or vesting of land in Council under this Agreement.
- 19.2.4. The Owner indemnifies Council against any interest, penalty, fine or other charge or expense incurred by Council arising from a failure by Council to pay the Amount in accordance with subdivision 14-D of schedule 1 of the Tax Act as a result of the Owner's failure to comply with its obligations under this clause of the Agreement.

20. COUNTERPARTS, ELECTRONIC SIGNING AND EXCHANGE

The parties acknowledge and agree that:

- 20.1. this Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute this Agreement;
- 20.2. execution by either or both parties of a fax or email copy of this Agreement, or transmission or email of a copy of this Agreement, executed by that party, will constitute valid and binding execution of this Agreement by such party or parties;
- 20.3. a party may execute this Agreement (and any variation and renewal of this Agreement) with a digital signature generated by DocuSign or Adobe Sign, or by any other generally accepted technology which the parties agree satisfies applicable requirements for execution by digital signature of the document, including requirements of the *Electronic Transactions (Victoria) Act 2000* (Vic);
- 20.4. a party who receives such a digital signature may assume that such execution was validly and lawfully performed by the other party.

21. COMMENCEMENT OF AGREEMENT

This Agreement will commence:

- 21.1. on the date that it bears; or
- 21.2. if it bears no date, on the date it is recorded in the Register.


22. ENDING OF AGREEMENT

The Parties agree:


- 22.1. this Agreement will end:
 - 22.1.1. in respect of a Residential Lot, upon the issue of a Statement of Compliance for a subdivision that creates that Residential Lot; or
 - 22.1.2. in respect of all other land, once the Owner has completed, to the satisfaction of Council all of the obligations imposed upon it under this Agreement and Council has complied with its obligations under the Agreement; or
 - 22.1.3. otherwise by agreement between the Parties in accordance with Section 177(2) of the Act;
- 22.2. once this Agreement ends with respect to part or all of the Land, Council will, within 28 days of the Agreement ending with respect to that part of all of the Land, following a request from the Owner and at the cost of the Owner, complete and execute within 21 days all documents necessary to make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register in relation to the relevant land.

EXECUTED BY THE PARTIES**Signed sealed and delivered as a deed by the Parties****Date:** 01 November 2022

SIGNED for and on behalf of)
LATROBE CITY COUNCIL by)
 Steven Piasente pursuant to Instrument)
 of Delegation)
 in the presence of:)

DocuSigned by:

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Steven Piasente - Chief Executive Officer

DocuSigned by:

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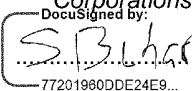
Witness

 Print Name

By witnessing this Agreement, the witness confirms that either:

- this Agreement was signed physically in their presence; or
- where this Agreement was witnessed via audio-visual link, the requirements for witnessing by audio-visual link under section 12 of the *Electronic Transactions (Victoria) Act 2000* (Vic) have been met.

Executed by MARSHALLS ROAD)
DEVELOPMENTS PTY LTD ACN: 149 506)
776 in accordance with section 127(1) of the)
Corporations Act 2001:)

DocuSigned by:

 77201960DDE24E9...

Signature of Sole Director and Sole Company Secretary

 Print full name

MORTGAGEE CONSENT

The Mortgagee identified in item 3 of Schedule 1 under the Instrument/s of Mortgage identified in item 3 of Schedule 1 consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.

DATED:

Executed for and on behalf of **Principled Mortgage Investments Ltd.**

AW309923Q

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Schedule 1

Item 1 – Land	Volume 12251 Folio 794;
Item 2 – Permit	2020/197
Item 3 – Mortgagee & Instrument/s of Mortgagee	PRINCIPLED MORTGAGE INVESTMENTS LTD MORTGAGE AS098370L 17/04/2019 VARIATION OF MORTGAGE AS740380F 25/11/2019 VARIATION OF MORTGAGE AT378516Q 26/06/2020
Item 4 – Caveator & Instrument of Caveat	NA
Item 5 – Civil Maintenance Period	NIL
Item 6 – Civil Maintenance Bond Amount	NIL
Item 7 – DP Levy	\$192,432.89 per hectare of Net Developable Area or part thereof, as at 1 July 2021 and subject to Indexation.
Item 8 – Drainage Levy	\$41,295.71 per hectare of Net Developable Area or part thereof, as at 1 July 2021 and subject to Indexation.

Imaged Document Cover Sheet

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Assistant Registrar of Titles

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03- 1 522893 DEC 13 ARTHUR ROBINSON & CO.
VICTORIAMADE AVAILABLE
TO ISSUE TO**CREATION OF EASEMENT***Letitia Buckford, Baller*I, FREDERICK WAITE of Glengarry, Grazier

(hereinafter called "the Grantor") being registered as the proprietor of an estate in fee simple in the land secondly hereinafter described subject to the encumbrances notified hereunder in consideration of the sum of \$300.00 paid to me DO HEREBY TRANSFER and GRANT unto ESSO EXPLORATION AND PRODUCTION AUSTRALIA INC. of 380 Bourke Street Melbourne 447 and their transferees in fee simple the registered proprietor or proprietors for the time being of ALL THOSE pieces of land William being the whole of the land described in Certificates of Title Volume 8718 Folio 882 Volume 8718 Folio 883 Volume 8718 Folio 886 Volume 8718 Folio 887 Volume 8718 Folio 888 Volume 8718 Folio 889 and Volume 5992 Folio 297 and Lot 2 Street on Plan of Subdivision Number 72314 Parish of Glencoe South and being part of the land described in Crown Grant Volume 5643 Folio 486 (hereinafter called "the Grantees") at all times hereafter the full and free liberty and right, as appurtenant to the lands comprised in the said Certificates of Title (which lands are hereinafter referred to as the "dominant tenement"), on over under and through ALL THAT piece of land delineated and coloured blue on the plan annexed hereto (hereinafter referred to as the "servient tenement") being part of Lot 12 Green Block 2 on Plan of Subdivision No. 4847 being part of Crown Allotment A9 Parish of Traralgon and being part of the land described in Certificate of Title Volume 5882 Folio 344.

to lay down, construct, change the size and number of, operate, maintain, inspect, patrol (including aerial patrol), alter, remove, replace, reconstruct and/or repair one or more pipelines designed to convey or conveying oil and other liquid or gaseous hydrocarbons, natural and artificial gas and any products or by-products thereof and any other substance which may be transported by pipeline together with all the works of the Grantees useful in connection with or incidental to their undertaking including but without limiting the generality of the foregoing all such communication and power systems (including pole lines), drips, valves, valve chambers, manholes, inspection pits, fittings, meters, connections and all other equipment and appurtenances whether or not similar to the foregoing as may be useful or convenient in connection therewith or incidental thereto (hereinafter called "the Grantees' appliances") and together with the right for the Grantees and their surveyors, engineers, servants, agents, licensees, contractors, sub-contractors and others authorised by them (hereinafter called "the Grantees' associates")—

- (1) to enter upon and remain pass and repass on and over the servient tenement for all or any of the purposes aforesaid and with or without vehicles, plant and equipment of any description;
- (2) to clear the servient tenement and cut and remove timber, trees, undergrowth, crops and fences and construct and maintain gates in fences crossing the servient tenement and the other adjacent land of the Grantor as the Grantees shall consider necessary or desirable.

And the Grantor for himself his heirs executors administrators and assigns registered proprietor or proprietors of the servient tenement and every part thereof hereby covenants with the Grantees and each of them to the extent that the burden of this covenant may run with and bind the servient tenement and every part thereof and that the benefit thereof may be annexed to and run with the dominant tenement that the Grantor shall not without the prior written consent of the Grantees plant or permit to be planted any trees or shrubs on the servient tenement or excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the servient tenement or any part thereof any pit, well, foundation, pavement or other structure or installation nor shall the Grantor alter or disturb or permit to be altered or disturbed (other than by the processes of nature) the present grades and contours of the servient tenement but otherwise the Grantor shall have the right fully to use and enjoy the servient tenement subject always to and so as not to interfere with the rights and privileges hereby granted and conferred upon the Grantees.

The Grantor and the Grantees hereby mutually covenant and agree one with the other of them as follows:—

A. The consideration hereinbefore mentioned is acknowledged by the Grantor to be in full satisfaction of all moneys payable for the granting of this easement in favour of the Grantees.

B. The Grantees will compensate the Grantor for damage done from and after the date this instrument shall have been delivered to the Grantees to the Grantor's crops, timber, pasture lands, live stock, improvements and other property on the servient tenement or any land of the Grantor adjacent thereto by reason of the exercise of the rights hereinbefore granted. In the event of any difference arising between the Grantor and the Grantees as to the amount of such compensation the same shall be determined in the manner provided in the Arbitration Act 1958. Any compensation paid by the Grantees to the Grantor shall include compensation for damage done to the crops, timber, pasture lands, live stock, improvements and other property on the servient tenement or any land of the Grantor adjacent thereto in which any tenant, sharefarmer or other person has any interest and the Grantor agrees to indemnify the Grantees against any claim by any such tenant, sharefarmer or other person for any damage done by the Grantees in the performance of their rights under this easement.

C. The Grantees shall as soon as weather and soil conditions permit and subject to the restrictions hereinbefore contained and insofar as it is practicable so to do bury and maintain all pipelines so as not to interfere unreasonably with the use of the servient tenement.

D. Notwithstanding any rule of law or equity the pipes (which term shall include all pipelines and the Grantees' appliances) brought onto laid or erected upon or buried in or under the servient tenement by the Grantees shall at all times remain the property of the Grantees and their assigns notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Grantees and their assigns.

E. Unless otherwise agreed by the Grantor and the Grantees upon the discontinuance of the use of the servient tenement by the Grantees the Grantees may at their option leave the pipe or any part thereof and the Grantees' appliances in the ground but if the Grantees damage the property of the Grantor during the removal of the pipe or appliances then the Grantees will compensate the Grantor upon the terms and in the manner contained in Clause B hereof.

F. The Grantees performing and observing the covenants, and conditions on their part to be observed and performed shall and may peacefully hold and enjoy the rights, liberties, privileges and easement hereby granted without hindrance, molestation or interference on the part of the Grantor or of any person firm or corporation claiming by through under or in trust for the Grantor.

G. All notices to be given hereunder may be given by prepaid registered or certified letter addressed to the Grantor by being forwarded to the registered proprietor for the time being at his latest address shown in the Register Book and to the Grantees at 380 Bourke Street Melbourne or such other address as the Grantor and Grantees may respectively from time to time designate in writing and any such notice shall be deemed to have been given to and received by the addressee on the third day following that on which the same is posted.

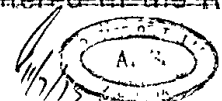
H. Neither this instrument nor anything herein contained shall affect or prejudice the rights of the Grantees or the Grantees' associates under the Pipelines Act 1967 or under any consent granted pursuant to Section 9 (2) of the said Act or under any permit granted pursuant to Section 12 of the said Act or any written permission given pursuant to Section 22 (1) of the said Act or any other rights of the Grantees under the said Act.

I. The Grantor will execute every such deed, instrument or assurance and do every such thing for further or more effectively securing the rights and interests of the Grantees to or in the servient tenement or any part or parts thereof pursuant to these presents as shall by the Grantees be reasonably required.

Form No. 4, 1/9/67.

A memorandum of the within instrument has been entered in the Register Book.

CH-44-435



(2)

Collins Street

CH + 60V
CH 5882-344 (12)

to
CH 8718-882

11-883
11-886
11-887
11-888
11-889

5992-297

CH 5643-486 (12)

DEC 23 1978

70 Foster Street, Sale

DEC 23 1978

11-278

5-00

J. Wherever the singular or masculine is used it shall be construed as if the plural feminine or neuter, as the case may be had been used where the context or the party or parties hereto so require and the rest of the sentence shall be construed as if the grammatical and other changes thereby rendered necessary had been made and where more than one Grantor is a party hereto the covenants herein contained shall extend to and bind such Grantors jointly and each of them severally.

DO NOT DATE
DATED this *20th* day of *December* One thousand nine hundred and *sixty*
seventy-seven.
SIGNED by the said

in Victoria in the presence of:

SIGNED by the said

England
in ~~Victoria~~ in the presence of:

EXECUTED by ESSO EXPLORATION AND PRODUCTION
AUSTRALIA INC. by being SIGNED SEALED AND
DELIVERED in *NSW* by C. A. LANGNER
its attorney under Power Number *226700* in the presence of:

EXECUTED by HEMATITE PETROLEUM PROPRIETARY
LIMITED by being SIGNED SEALED AND DELIVERED in
Victoria by
its attorney under Power Number *226700* in the presence of

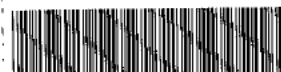
ENCUMBRANCES REFERRED TO:

being the Mortgage
under Mortgage Number *226700* in the Register Book of part of the abovementioned land hereby consent
to the above Creation of Easement and Restrictive Covenant and to this Creation of Easement and Restrictive Covenant
taking priority over the said Mortgage and to an endorsement to that effect being made on the said Mortgage.

The easement and restrictive covenant contained in Instrument
No. D464412.
creation of easement 6.567702

DISTRIBUTION: Original — Office of Titles.
1st Copy — Cons't Div. for Company.
2nd Copy — R/W Agent.
3rd Copy — Landowner.
4th Copy — Solicitor.

Form No. 4, 1-9-67.

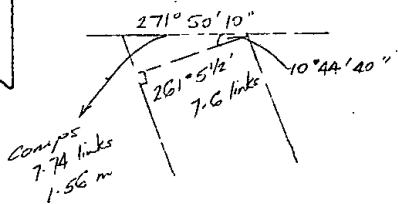


DH341878-1-6

AMENDED with consent of
Solicitors for *Grantor 16/8/74*

COLOUR CODE

Y=Yellow O=Orange BR=Brown
G=Green R=Red BL=Blue P=Purple
H=Hatched CH=Cross Hatched



Accompanied by
16/5/78

BLUE AREA TO BE EXTINGUISHED

180.2
(466.8 m²)

GREEN AREA TO BE CREATED

665.4
(654.3 m²)

NOTE:

EASEMENT SHOWN NOT DRAWN TO SCALE

Amendments in purple were made
by me this 28th November, 1978

John Jackson L.S.

GANNON KLUGE JACKSON CONSULTANTS PTY. LTD.
SURVEYORS & TOWN PLANNERS
258-260 YORK STREET, SALE, 3850
Tel. (051) 44 3877.



DH341878-2-2

3. WAY OR MAY NUMBER
363
PLAN NO

L. White
M. M. M. M.

Langner

BL

ROAD

GOVT.



Natural Resources and Environment

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INTENTIONALLY



BLANK



DH341878-3-9

TO THE REGISTRAR OF TITLES
MELBOURNE.

PLEASE REGISTER this Creation of Easement and on completion
return Certificate of Title Volume 5882 Folio 344 to Messrs.
Littleton, Hackford & Malkin, Solicitors, Traralgon..

Littleton, Hackford & Malkin

Dated the day of 1977

FREDERICK WAITE

to

ESSO EXPLORATION AND
PRODUCTION AUSTRALIA INC. AND
HEMATITE PETROLEUM
PROPRIETARY LIMITED

CREATION OF EASEMENT

ARTHUR ROBINSON & CO.
Solicitors
447 Collins Street, Melbourne, 3000.

Imaged Document Cover Sheet

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Document Type	Instrument
Document Identification	D464412
Number of Pages (excluding this cover sheet)	6
Document Assembled	16/08/2024 12:24

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The document is invalid if this cover sheet is removed or altered.

D464412

D464412

09-51 474589 AUG-1-69

ARTHUR ROBINSON & CO.
VICTORIA

REGD.

CREATION OF EASEMENT

Chas Bruce & Co. Ltd. TRARALGON.

I FREDERICK WAITE formerly of Glengarry but now of 14 Quantock Road Bridgewater Somerset England Farmer

(hereinafter called "the Grantor") being registered as the proprietor of an estate in fee simple in the land, secondly herein after described subject to the encumbrances notified hereunder in consideration of the sum of \$ 114.94 paid to me DO HEREBY TRANSFER and GRANT unto ESSO EXPLORATION AND PRODUCTION AUSTRALIA INC. of 380 Lonsdale Street Melbourne and HEMATITE PETROLEUM PROPRIETARY LIMITED of 500 Bourke Street Melbourne and their transferees in fee simple the registered proprietor or proprietors for the time being of ALL THOSE pieces of land being the whole of the land described in Certificates of Title Volume 8718 Folio 882 Volume 8718 Folio 883 Volume 8718 Folio 886 Volume 8718 Folio 887 Volume 8718 Folio 888 Volume 8718 Folio 889 and Volume 5992 Folio 297 and Lot 2 on Plan of Subdivision Number 72314 Parish of Glencoe South and being part of the land described in Crown Grant Volume 5643 Folio 486 (hereinafter called "the Grantees") at all times hereafter the full and free liberty and right, as appurtenant to the lands comprised in the said Certificates of Title (which lands are hereinafter referred to as the "dominant tenement"), on over under and through ALL THAT piece of land delineated and coloured blue on the plan annexed hereto (hereinafter referred to as the "servient tenement") being part of Lot 12 Block 2 on Plan of Subdivision Number 4847 being part of Crown Allotment A9 Parish of Traralgon and being part of the land more particularly described in Certificate of Title Volume 5882 Folio 344

to lay down, construct, change the size and number of, operate, maintain, inspect, patrol (including aerial patrol), alter, remove, replace, reconstruct and/or repair one or more pipelines designed to convey or conveying oil and other liquid or gaseous hydrocarbons, natural and artificial gas and any products or by-products thereof and any other substance which may be transported by pipeline together with all the works of the Grantees useful in connection with or incidental to their undertaking including but without limiting the generality of the foregoing all such communication and power systems (including pole lines), drips, valves, valve chambers, manholes, inspection pits, fittings, meters, connections and all other equipment and appurtenances whether or not similar to the foregoing as may be useful or convenient in connection therewith or incidental thereto (hereinafter called "the Grantees' appliances") and together with the right for the Grantees and their surveyors, engineers, servants, agents, licensees, contractors, sub-contractors and others authorised by them (hereinafter called "the Grantees' associates")—

- (1) to enter upon and remain pass and repass on and over the servient tenement for all or any of the purposes aforesaid and with or without vehicles, plant and equipment of any description;
- (2) to clear the servient tenement and cut and remove timber, trees, undergrowth, crops and fences and construct and maintain gates in fences crossing the servient tenement and the other adjacent land of the Grantor as the Grantees shall consider necessary or desirable.

And the Grantor for himself his heirs executors administrators and assigns registered proprietor or proprietors of the servient tenement and every part thereof hereby covenants with the Grantees and each of them to the extent that the burden of this covenant may run with and bind the servient tenement and every part thereof and that the benefit thereof may be annexed to and run with the dominant tenement that the Grantor shall not without the prior written consent of the Grantees plant or permit to be planted any trees or shrubs on the servient tenement or excavate, drill, install, erect or permit to be excavated, drilled, installed or erected on or under the servient tenement or any part thereof any pit, well, foundation, pavement or other structure or installation nor shall the Grantor alter or disturb or permit to be altered or disturbed (other than by the processes of nature) the present grades and contours of the servient tenement but otherwise the Grantor shall have the right fully to use and enjoy the servient tenement subject always to and so as not to interfere with the rights and privileges hereby granted and conferred upon the Grantees.

The Grantor and the Grantees hereby mutually covenant and agree one with the other of them as follows:—

A. The consideration hereinbefore mentioned is acknowledged by the Grantor to be in full satisfaction of all moneys payable for the granting of this easement in favour of the Grantees.

B. The Grantees will compensate the Grantor for damage done from and after the date this instrument shall have been delivered to the Grantees to the Grantor's crops, timber, pasture lands, live stock, improvements and other property on the servient tenement or any land of the Grantor adjacent thereto by reason of the exercise of the rights hereinbefore granted. In the event of any difference arising between the Grantor and the Grantees as to the amount of such compensation the same shall be determined in the manner provided in the Arbitration Act 1958. Any compensation paid by the Grantees to the Grantor shall include compensation for damage done to the crops, timber, pasture lands, live stock, improvements and other property on the servient tenement or any land of the Grantor adjacent thereto in which any tenant, sharefarmer or other person has any interest and the Grantor agrees to indemnify the Grantees against any claim by any such tenant, sharefarmer or other person for any damage done by the Grantees in the performance of their rights under this easement.

C. The Grantees shall as soon as weather and soil conditions permit and subject to the restrictions hereinbefore contained and insofar as it is practicable so to do bury and maintain all pipelines so as not to interfere unreasonably with the use of the servient tenement.

D. Notwithstanding any rule of law or equity the pipes (which term shall include all pipelines and the Grantees' appliances) brought onto laid or erected upon or buried in or under the servient tenement by the Grantees shall at all times remain the property of the Grantees and their assigns notwithstanding that the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Grantees and their assigns.

E. Unless otherwise agreed by the Grantor and the Grantees upon the discontinuance of the use of the servient tenement by the Grantees the Grantees may at their option leave the pipe or any part thereof and the Grantees' appliances in the ground but if the Grantees damage the property of the Grantor during the removal of the pipe or appliances then the Grantees will compensate the Grantor upon the terms and in the manner contained in Clause B hereof.

F. The Grantees performing and observing the covenants, and conditions on their part to be observed and performed shall and may peacefully hold and enjoy the rights, liberties, privileges and easement hereby granted without hindrance, molestation or interference on the part of the Grantor or of any person firm or corporation claiming by through under or in trust for the Grantor.

G. All notices to be given hereunder may be given by prepaid registered or certified letter addressed to the Grantor by being forwarded to the registered proprietor for the time being at his latest address shown in the Register Book and to the Grantees at 380 Lonsdale Street Melbourne or such other address as the Grantor and Grantees may respectively from time to time designate in writing and any such notice shall be deemed to have been given to and received by the addressee on the third day following that on which the same is posted.

H. Neither this instrument nor anything herein contained shall affect or prejudice the rights of the Grantees or the Grantees' associates under the Pipelines Act 1967 or under any consent granted pursuant to Section 9 (2) of the said Act or under any permit granted pursuant to Section 12 of the said Act or any written permission given pursuant to Section 22 (1) of the said Act or any other rights of the Grantees under the said Act.

I. The Grantor will execute every such deed, instrument or assurance and do every such thing for further or more effectively securing the rights and interests of the Grantees to or in the servient tenement or any part or parts thereof pursuant to these presents as shall by the Grantees be reasonably required.

Form No. 4, 1/9/67.



C/E & Covenant
5882-344 (P)
to
8718-882-3
8718-886-9
8722-448
5992-297

STAMP DUTY

LE 101\$***2-00

K

4/8/69

10/10/69

22/10/69

49064 47930

STAMP DUTY

J. Wherever the singular or masculine is used it shall be construed as if the plural feminine or neuter, as the case may be had been used where the context or the party or parties hereto so require and the rest of the sentence shall be construed as if the grammatical and other changes thereby rendered necessary had been made and where more than one Grantor is a party hereto the covenants herein contained shall extend to and bind such Grantors jointly and each of them severally.

DATED this 31st day of July One thousand nine hundred and sixty—
SIGNED by the said FREDERICK WAITE *Fredrick Waite*

in Victoria in the presence of: [REDACTED]

SIGNED by the said [REDACTED]

in Victoria in the presence of: [REDACTED]

EXECUTED by ESSO EXPLORATION AND PRODUCTION AUSTRALIA INC. by being SIGNED SEALED AND DELIVERED in Victoria by [REDACTED]

its attorney under Power Number 161368 in the presence of: *[Signature]*

EXECUTED by HEMATITE PETROLEUM PROPRIETARY LIMITED by being SIGNED SEALED AND DELIVERED in Victoria by COLIN LIVINGSTONE PARKER

its attorney under Power Number 160324 in the presence of *E. Barnett*

ENCUMBRANCES REFERRED TO:

Nil.

~~being the Mortgage~~
~~under Mortgage Number~~ in the Register Book of part of the abovementioned land hereby consent to the above Creation of Easement and Restrictive Covenant and to this Creation of Easement and Restrictive Covenant taking priority over the said Mortgage and to an endorsement to that effect being made on the said Mortgage.

DISTRIBUTION: Original — Office of Titles.
1st Copy — Cons't Div. for Company.
2nd Copy — R/W Agent.
3rd Copy — Landowner.
4th Copy — Solicitor.

Form No. 4, 1-9-67.

ESSO EXPLORATION AND PRODUCTION AUSTRALIA INC. AND HEMATITE PETROLEUM PROPRIETARY LIMITED

RIGHT-OF-WAY EASEMENT

REQUIRED FOR PIPELINE

OWNER FREDERICK WAITE

ADDRESS GLENGARRY

PART OF CROWN ALLOTMENTS A8 & A9

PARISH OF TRARALGON

COUNTY OF BULN BULN

Certificate of Title VOLUME 5882 FOLIO 344
Area 1-72419 AC. 1A-2R. 359/10 P

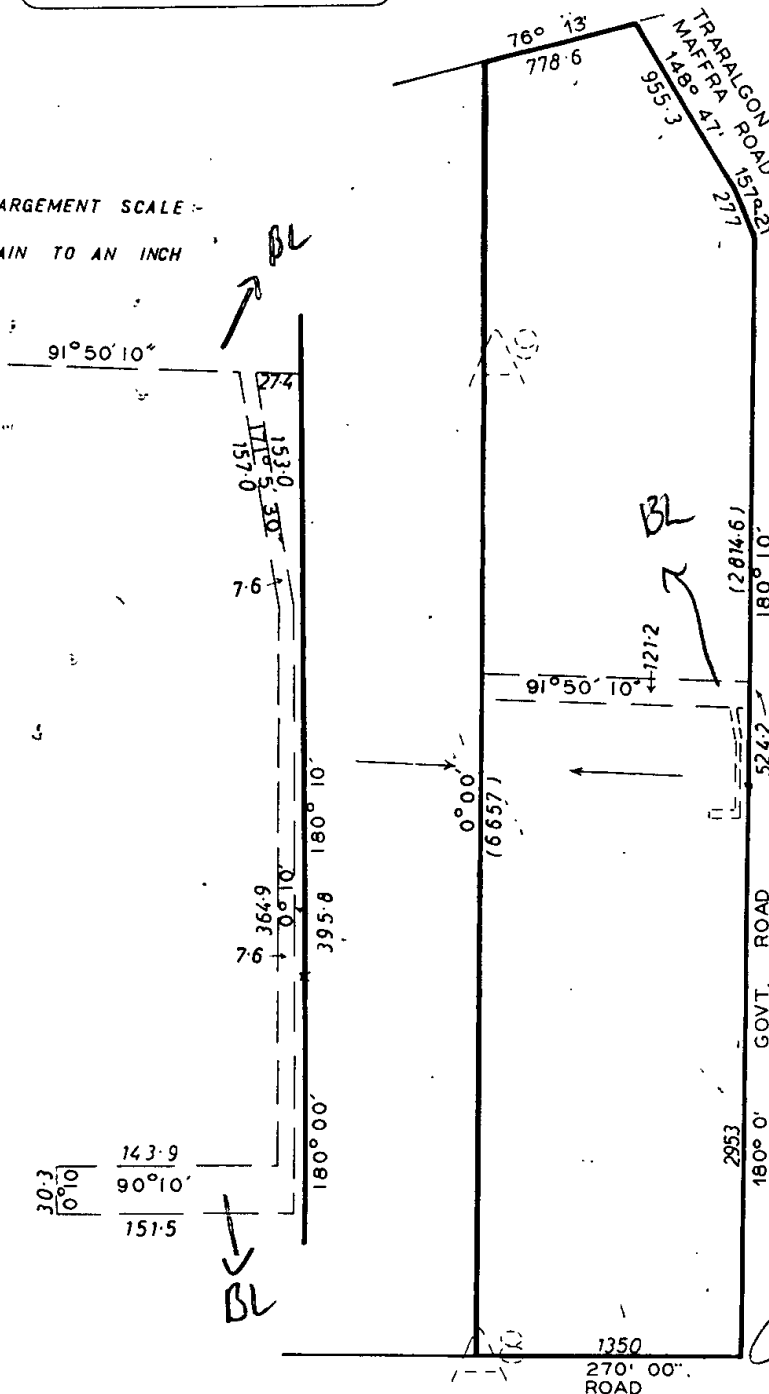
Scale: 8 CHAINS to an inch
Measurements are in LINKS

COLOUR CODE

Y=Yellow O=Orange BR=Brown
G=Green R=Red BL=Blue P=Purple
H=Hatched CH=Cross Hatched

ENLARGEMENT SCALE :-

1 CHAIN TO AN INCH



I certify that this plan has been made by me, agrees with title, is mathematically correct and the easement being created has been reasonably located in accordance with title position.

Licensed Surveyor

Date 16/10/16

Frederick Waite
J. L. Parker

SURVEYORS
J. A. GANNON & ASSOCIATES
in association with
CULLIVER & SIM

J. A. Gannon
22-10-68
Licensed Surveyor



DD464412-2-2

RIGHT-OF-WAY OR
EASEMENT NUMBER
TR-363

Ref. No. 783

Plan No. 164



Natural Resources and Environment

AGRICULTURE • RESOURCES • CONSERVATION • LAND MANAGEMENT

INTENTIONALLY



BLANK



O



To the Registrar of Titles,

Please register this Creation of Easement and on completion
return Certificate of Title Volume 5882 Folio 344 to

[REDACTED]

[REDACTED]

FREDERICK WAITE

to

ESSO EXPLORATION AND
PRODUCTION AUSTRALIA INC. AND
HEMATITE PETROLEUM
PROPRIETARY LIMITED

CREATION OF EASEMENT

ARTHUR ROBINSON & CO.
Solicitors
447 Collins Street, Melbourne, 3000.

TR-363

Dated the day of 1968.

**A memorandum of the within instrument
has been entered in the Register Book.**

SUBMITTED
As to
Register
No.

23rd February 1979
H422435



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

Page 1 of 1

VOLUME 12564 FOLIO 283

Security no : 124117487993N
Produced 16/08/2024 12:23 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 917899F.
PARENT TITLE Volume 12313 Folio 310
Created by instrument PS917899F 01/08/2024

REGISTERED PROPRIETOR

Estate Fee Simple
As to the land formerly contained in Volume 12313 Folio 310
TENANTS IN COMMON
As to 1 of a total of 2 equal undivided shares
Sole Proprietor
NORTHWAY ENGINEERING PTY LTD of MARSHALLS ROAD TRARALGON VIC 3844
As to 1 of a total of 2 equal undivided shares
Sole Proprietor
[REDACTED] of [REDACTED]
[REDACTED] 01/08/2024

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 173 Planning and Environment Act 1987
AU149145V 18/03/2021

DIAGRAM LOCATION

SEE PS917899F FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	PLAN OF SUBD.	STATUS	DATE
PS917899F (B)	X35	Registered	01/08/2024

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

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

ADMINISTRATIVE NOTICES

NIL

eCT Control 17349J BDLEGAL
Effective from 01/08/2024

DOCUMENT END

Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS917899F
Number of Pages (excluding this cover sheet)	3
Document Assembled	16/08/2024 12:23

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<div>PLAN OF SUBDIVISION</div> <div>UNDER SECTION 35 OF THE SUBDIVISION ACT 1988</div>				<div>EDITION 1</div>		<div>PS917899F</div>					
<div>LOCATION OF LAND</div> <div>PARISH: TRARALGON</div> <div>CROWN ALLOTMENT: A9 (PART)</div> <div>TRARALGON EAST PRE-EMPTIVE RIGHT (PART)</div> <div>FORMER GOVERNMENT ROAD (PART)</div> <div>TITLE REFERENCE: VOL.12313 FOL.310</div> <div>LAST PLAN REFERENCE: PS835779W, LOT 2</div> <div>POSTAL ADDRESS: 50 BALDWIN ROAD</div> <div>(at time of subdivision) TRARALGON, 3844.</div> <div>MGA CO-ORDINATES E: 461 100 ZONE: 55</div> <div>(at approx centre of land in plan) N: 5775 130 GDA2020</div>				<div>Council Name: Latrobe City Council</div> <div>Council Reference Number: 2023/45/CERS35</div> <div>Planning Permit Reference: Planning permit not required</div> <div>SPEAR Reference Number: S215711V</div> <div>This is a plan under section 35 of the Subdivision Act 1988 which creates an additional lot.</div> <div>Certification</div> <div>This plan is certified under section 11 (7) of the Subdivision Act 1988</div> <div>Date of original certification under section 6 of the Subdivision Act 1988: 11/10/2023</div> <div>Statement of Compliance</div> <div>This is a statement of compliance issued under section 21 of the Subdivision Act 1988</div> <div>Digitally signed by: Leigh Shaw for Latrobe City Council on 02/07/2024</div>							
<div>Roads and reserves vest in the council/body/person named when the appropriate vesting date is recorded or transfer registered. Only roads and reserves marked thus (%) vest upon registration of this plan.</div>				<div>NOTATIONS</div>							
<div>VESTING OF ROADS AND/OR RESERVES</div> <table><tr><td>IDENTIFIER</td><td>COUNCIL/BODY/PERSON</td></tr><tr><td>RESERVE No.1</td><td>LATROBE CITY COUNCIL</td></tr></table>				IDENTIFIER	COUNCIL/BODY/PERSON	RESERVE No.1	LATROBE CITY COUNCIL	<div>OTHER PURPOSE OF THIS PLAN</div> <div>REMOVAL OF EASEMENT E-3 & EASEMENT E-4 ON PS835779W, CREATED IN INSTRUMENT K268334 IN FAVOUR OF CITY OF TRARALGON THAT LIES WITHIN LOT 1 ON THIS PLAN.</div> <div>GROUND'S FOR REMOVAL OF EASEMENT</div> <div>BY CONSENT OF THE INTERESTED PARTIES VIDE SEC.6(1)(k)(iv) OF THE SUBDIVISION ACT 1988</div> <div>Land to be acquired by compulsory process: NIL</div> <div>Land to be acquired by agreement: RESERVE No.1</div> <div>All the land is to be acquired free from all encumbrances other than any easements specified on this plan.</div>			
IDENTIFIER	COUNCIL/BODY/PERSON										
RESERVE No.1	LATROBE CITY COUNCIL										
<div>NOTATIONS</div> <div>DEPTH LIMITATION 15.24m APPLIES TO FORMER GOVERNMENT ROAD</div> <div>SURVEY: This plan is based on survey</div> <div>STAGING</div> <div>This is not a staged subdivision.</div> <div>Planning Permit No.</div> <div>This survey has been connected to permanent marks No(s). 279, 488, 535</div> <div>In Proclaimed Survey Area No.</div>											
<div>EASEMENT INFORMATION</div>											
<div>LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)</div> <div>Easements marked (-) are existing easements.</div> <div>Easements marked (+) are created upon registration of this plan.</div> <div>Easements marked (*) are created when the appropriate vesting date is recorded or transfer registered.</div> <div>Easements marked (#) are removed when the appropriate vesting date is recorded or transfer registered.</div>											
Symbol	Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of						
-	E-1	PIPELINE PURPOSES	24.38	C/E D261416	ESSO EXPLORATION AND PRODUCTION						
-	E-2	PIPELINE PURPOSES	24.38	C/E D261415	ESSO EXPLORATION AND PRODUCTION						
+	E-3	CARRIAGEWAY & DRAINAGE	10	THIS PLAN	LATROBE CITY COUNCIL						
+	E-4	CARRIAGEWAY & DRAINAGE PIPELINE PURPOSES		THIS PLAN C/E D261445	LATROBE CITY COUNCIL ESSO EXPLORATION AND PRODUCTION						
<div>Miller Merrigan</div> <div>Land Development Consultants</div> <div>M(03) 8720 9500 R (03) 5134 8611</div> <div>www.millarmerrigan.com.au</div> <div>survey@millarmerrigan.com.au</div> <div>SAI GLOBAL Quality ISO 9001</div>				<div>SURVEYOR'S REF: 27344SA 14/06/2024</div> <div>Digitally signed by: [REDACTED] Licensed Surveyor,</div> <div>Surveyor's Plan Version (3),</div> <div>02/07/2024, SPEAR Ref: S215711V</div>		<div>ORIGINAL SHEET SIZE: A3</div>	<div>SHEET 1 OF 3</div>				
				<div>PLAN REGISTERED</div> <div>TIME: 12:45pm DATE:01/08/2024</div> <div>G.ROTTEVEEL</div> <div>Assistant Registrar of Titles</div>							

PS917899F

RESERVE No.1

1
32.22ha
(BY DEDUCTION)

RESERVE No.1
2.000ha

SEE ENLARGEMENT

BALDWIN

ROAD

MGA2020 ZONE 55

SCALE
1:2500

25 0 25 50 75 100
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

SHEET 2

Millar | Merrigan

Land Development Consultants

M(03) 8720 9500 R (03) 5134 8611
www.millarmerrigan.com.au
survey@millarmerrigan.com.au
SAT GLOBAL Quality ISO 9001

Millar & Merrigan Pty Ltd ACN 005 541 668
Metro 2/126 Mantindale Drive, Croydon 3136
Regional 156 Commercial Road, Morwell 3840
Mail PO Box 247 Croydon, Victoria 3136

SURVEYOR'S REF: 27344SA 14/06/2024

Digitally signed by: [REDACTED] Licensed Surveyor,
Surveyor's Plan Version (3),
02/07/2024, SPEAR Ref: S215711V

Digitally signed by:
Latrobe City Council,
02/07/2024,
SPEAR Ref: S215711V

PS917899F

VESTING DATES & TRANSFER REGISTRATION DATES OF ACQUIRED LAND						
Land affected	Land acquired by compulsory process			Land acquired by agreement	LRS reference of transfers or notifications of vesting dates	Assistant Registrar of Titles Signature
		Page	Year	Date of recording of vesting date		
RESERVE No.1	—	—	—	—	01/08/2024	GLR

Millar | Merrigan

Land Development Consultants
Millar & Merrigan Pty Ltd ACN 005 541 668
Mellito 2/126 Merrisdale Drive, Croydon 3136
Regional 156 Commercial Road, Morwell 3840
Mellil PO Box 247 Croydon, Victoria 3136

M(03) 8720 9500 R (03) 5134 8611
www.millarmerrigan.com.au
survey@millarmerrigan.com.au
S41 CL 004L Quality ISO 9001

SURVEYOR'S REF: 27344SA 14/06/2024

Digitally signed by: [REDACTED] Licensed Surveyor,
Surveyor's Plan Version (3),
02/07/2024, SPEAR Ref: S215711V

ORIGINAL SHEET
SIZE: A3

SHEET 3

Digitally signed by:
Latrobe City Council,
02/07/2024,
SPEAR Ref: S215711V



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 16/08/2024 12:23:25 PM

Status	Registered	Dealing Number	AU149145V
Date and Time Lodged	18/03/2021 12:16:40 PM		

Lodger Details

Lodger Code	21150K
Name	
Address	
Lodger Box	
Phone	
Email	
Reference	KS:201909

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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Estate and/or Interest

FEE SIMPLE

Land Title Reference

4416/026
10245/531

Instrument and/or legislation

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

Applicant(s)

Name	LATROBE CITY COUNCIL
Address	
Street Number	141
Street Name	COMMERCIAL
Street Type	ROAD
Locality	MORWELL
State	VIC
Postcode	3840



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Additional Details

Refer Image Instrument

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

Execution

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

Executed on behalf of	LATROBE CITY COUNCIL
Signer Name	LAUREN KATE SULLIVAN
Signer Organisation	PARTNERS OF RENNICK & GAYNOR
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	18 MARCH 2021

File Notes:

NIL

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 Type	Instrument
Document Identification	AU149145V
Number of Pages (excluding this cover sheet)	6
Document Assembled	16/08/2024 12:23

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THIS AGREEMENT is made 07 / 01 / 2021.

PARTIES

LATROBE CITY COUNCIL of 141 Commercial Road, Morwell, Victoria ("Council").

And

Leonard William Marshall and Northway Engineering Pty Ltd ACN 005 768 829
both of Lot 60 Marshalls Road Traralgon 3844 ("**Owner**")

RECITALS

- A. The Owner is the registered proprietor of the Subject Land;
- B. Council is the Responsible Authority for the administration and enforcement of the Scheme pursuant to the Act;
- C. Section 173 of the Act permits a Responsible Authority on its own behalf or jointly with any other person or bodies to enter into an agreement under seal not inconsistent with the Act or the Planning Scheme and which regulates the use or the development of the land or the doing of acts on the land;
- D. The Council has granted the Owner the Planning Permit which Permit allowed certain development on or with the land, but the conditions of which Permit require the Owner to enter into this Agreement pursuant to Section 173 of the Act and that the agreement be registered against title to the owner's land pursuant to Section 181 of the Act; and
- E. The parties enter into this Agreement to facilitate the requirements referred to in Paragraph D above.

THE PARTIES AGREE

1. DEFINITIONS AND INTERPRETATION

Definitions

In this Agreement unless expressed or implied to the contrary:

"**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;

"**Approved**" means approved by the Council;

"**Council**" means the council for the municipal district of the Latrobe City Council;

"**Subject Land**" means the land situated at as Lot 60 Marshalls Road
Traralgon in the State of Victoria being:-

- Lot 2 on Plan of Subdivision PS323156R being the land more particularly described in Certificate of Title Volume 10245 Folio 531; and

- Lots 1 and 2 on Title Plan No 4167D being the whole of the land in certificate of Title Volume 4416 Folio 026

and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it;

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

"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;

"Permit" means Planning Permit Number Planning Permit No 2019/231 issued by Council on 13 March 2020, as amended from time to time;

"Scheme" means the Latrobe Planning Scheme; and

"Tribunal" means the Victorian Civil and Administrative Tribunal.

2. OWNER'S COVENANTS

2.1 The Agreement

The Owner, pursuant to the permit and all applicable laws covenants with the Council as follows:-

- (a) Prior to any further subdivision of Lot 1, a stormwater management strategy must be submitted to the satisfaction of and approved by the Responsible Authority. This strategy must include:-
 - How the drainage outcomes of the Traralgon North Development Plan are to be achieved relative to the land in this subdivision; and
 - If, how and where stormwater arising from any future residential development of the land in Lot 1 will be discharged across and treated within Lot 2, and any easements and reserves required to facilitate this discharge/treatment.
- (b) That the owner/s of Lot 2 must allow the creation of easement/s and reserves over this lot in order to facilitate drainage discharge from Lot 1 and treatment of stormwater in accordance with an approved stormwater management plan

The Owner covenants to bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns of the Land.

2.3 Compliance

The Owner covenants to:

- (a) comply with the requirements of all statutory authorities in relation to the development of the Land;
- (b) comply with all statutes, regulations, local laws and planning controls in relation to the Land; and

- (c) take all necessary steps to comply with the obligations of each clause in this Agreement.

2.4 Mortgagee to be Bound

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

2.5 Council's Costs to be Paid

The Owner covenants to pay immediately on demand to the Council the Council's reasonable costs and expenses (including legal expenses) incidental to the drawing and engrossment, registration, enforcement and release, when applicable, of this Agreement which (until paid) are and remain a charge on the Land.

2.6 Indemnity

The Owner covenants to indemnify and keep indemnified the Council, its officers, employees, agents, workmen and contractors 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 judgment or claim brought by any person arising from or referable to this Agreement or any non-compliance with this Agreement.

2.7 Council Access

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

2.8 Registration of Agreement

The Owner agrees to do all things necessary to register this Agreement with the Registrar of Titles in accordance with Section 181 of the Act including the signing of any further agreement, acknowledgment or other document and to do so at the Owner's own expense and to provide all required proofs to the Council of the due registration thereof.

3. EFFECT OF AGREEMENT

3.1 Agreement under Section 173 of the Act

The Council and the Owner agree that without limiting or restricting their respective powers to enter into this Agreement that this Agreement is made pursuant to Section 173 of the Act.

3.2 Agreement runs with the Land

This Agreement will come into force and effect as from the date of this Agreement and the benefit and burden of this Agreement will run with and be annexed to the Land and bind the Owner, its successors in title, assignees and transferees and the registered proprietor for the time being of the Land.

3.3 Planning Objectives

The parties acknowledge that the provisions of this Agreement are intended to achieve or advance the objectives of planning in Victoria and the objectives of the Scheme.

4. 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 Land which may be affected by this Agreement.

5. SUCCESSORS IN TITLE

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

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

6. NOTICES

Any notice or other communication required or permitted to be served on any other party must be in writing and may be served or given by:

- (a) delivering it personally or sending it by pre-paid post to that party at its address as set out in this Agreement or to such other address as that party may nominate in writing from time to time; or
- (b) sending it by facsimile to that party provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post;

and the notice of communication will be deemed to have been served or given:

- (c) if delivered personally, on the date of delivery;
- (d) if sent by facsimile, on the date on which the sending party's facsimile machine records that the facsimile has been despatched; and
- (e) if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

7. FURTHER ASSURANCE

Each of the parties to this Agreement will sign and execute all further documents and deeds and do all acts and things as will reasonably be required to effect the terms and conditions contained in this Agreement.

8. NO WAIVER

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

9. 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 will be severed and the other provisions of this Agreement will remain operative.

10. GOVERNING LAW

This Agreement is governed by and will be construed in accordance with the laws from time to time in force in the State of Victoria.

11. DISPUTES

11.1 In the event of any dispute between the parties concerning the interpretation or implementation of this Agreement, such dispute shall be referred to the Tribunal for resolution to the extent permitted by the Act. In the event of a dispute concerning any matter which is not referable to the Tribunal pursuant to the act, such disputes shall be and is hereby referred for arbitration by an Arbitrator agreed upon in writing by the parties or, in the absence of such agreement the Chairman of the Victorian Chapter of the Institute of Arbitrators, Australia or his nominee, for arbitration.

11.2 Where provision is made in this Agreement that any matter be done to the satisfaction of the Council or any of its officers and a dispute arises in relation to such provision, the dispute shall be referred to the Tribunal in accordance with the Act.

11.3 The parties shall be entitled to legal representation for the purposes of any arbitration or referred to in clauses 11.1 and 11.2 and, unless the Arbitrator, Chairman, nominee or the Tribunal shall otherwise direct, each party must bear its own costs.

12. NO FETTERING OF RESPONSIBLE AUTHORITY'S POWERS

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

EXECUTED AS A DEED PURSUANT TO SECTION 174(1) OF THE ACT

SIGNED for and on behalf of
LATROBE CITY COUNCIL by
Steven Piasente pursuant to Instrument
of Delegation
in the presence of:

Witness

)
)
)
)
)

Steven Piasente
Chief Executive Officer

Executed by **NORTHWAY
ENGINEERING PTY LTD ACN 005
768 829** in accordance with
Section 127 of the Corporations
Act 2001 by being signed by the
person who is authorised to sign
for the company:


.....

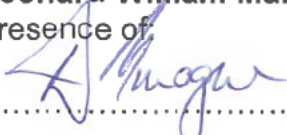
...
Director Company Secretary
Leonard William Marshall
Lot 60 Marshalls Road Traralgon

)
)
)


.....

.....
Director/Company Secretary
Deborah Kaye Marshall
Lot 60 Marshalls Road Traralgon

**Signed, sealed and delivered by
Leonard William Marshall** in the
presence of:


.....

.....
Signature of witness


.....

.....
Print name of witness

)
)
)

.....

.....
L W Marshall
)