



Murrindindi
Shire Council

NOTICE OF AN APPLICATION FOR PLANNING PERMIT

<i>The land affected by the application is located at:</i>	121 Racecourse Road YEA, 8 Morgan Drive YEA, (LOT: 5 LP: 111368, Lot: 12 PS: 701992)
<i>The application is for a permit to:</i>	Two (2) lot re-subdivision (boundary realignment) and variation to covenant
<i>The applicant for the permit is:</i>	B D Bell
<i>The application reference number is:</i>	2024/44
<i>You may look at the application and any documents that support the application by visiting our website via the following web address:</i>	www.murrindindi.vic.gov.au/Planning Comment

Any person who may be affected by the granting of the permit may object or make other submissions to the responsible authority.

An objection must be sent to the responsible authority in writing, with the full name and postal address of the objector and include the reasons for the objection, and state how the objector would be affected.

The responsible authority must make a copy of every objection available at its office for any person to inspect during office hours free of charge until the end of the period during which an application may be made for review of a decision on the application.

<i>The responsible authority will not decide on the application before:</i>	13 June 2024
------------------------------------------------------------------------------------	---------------------

If you object, the responsible authority will tell you its decision.

The planning unit can be contacted on (03) 5772 0333 or planning@murrindindi.vic.gov.au.



Planning Enquiries
Phone: (03) 5772 0333
Email: planning@murrindindi.vic.gov.au
Web: www.murrindindi.vic.gov.au

VicSmart? YES NO

Specify class of VicSmart application:

Application No.: _____ Date Lodged: / /

Application for a Planning Permit

If you need help to complete this form, read MORE INFORMATION at the back of this form.

Any material submitted with this application, including plans and personal information, will be made available for public viewing, including electronically, and copies may be made for interested parties for the purpose of enabling consideration and review as part of a planning process under the *Planning and Environment Act 1987*. If you have any concerns, please contact Council's planning department.

Questions marked with an asterisk (*) must be completed.

If the space provided on the form is insufficient, attach a separate sheet.

Click for further information.

Clear Form

Application Type

Is this a VicSmart application?*

No Yes

If yes, please specify which

VicSmart class or classes:.....

If the application falls into one of the classes listed under Clause 92 or the schedule to Clause 94, it is a VicSmart application.

Pre-application Meeting

Has there been a pre-application meeting with a Council planning officer?

No Yes

If 'Yes', with whom?:

Date:

day / month / year

The Land

Address of the land. Complete the Street Address and one of the Formal Land Descriptions.

Street Address *

Unit No.: _____ St. No.: _____ St. Name: _____

Suburb/Locality: _____ Postcode: _____

Formal Land Description *

Complete either A or B.

This information can be found on the certificate of title.

If this application relates to more than one address, attach a separate sheet setting out any additional property details.


A Lot No.: _____ Lodged Plan Title Plan Plan of Subdivision No.: _____


OR


B Crown Allotment No.: _____ Section No.: _____


Parish/Township Name: _____

The Proposal


-  You must give full details of your proposal and attach the information required to assess the application. Insufficient or unclear information will delay your application.

-  **For what use, development or other matter do you require a permit? ***

 Provide additional information about the proposal, including: plans and elevations; any information required by the planning scheme, requested by Council or outlined in a Council planning permit checklist; and if required, a description of the likely effect of the proposal.

-  **Estimated cost of any development for which the permit is required ***

Cost \$


-  You may be required to verify this estimate. Insert '0' if no development is proposed.

If the application is for land within **metropolitan Melbourne** (as defined in section 3 of the *Planning and Environment Act 1987*) and the estimated cost of the development exceeds \$1 million (adjusted annually by CPI) the Metropolitan Planning Levy **must** be paid to the State Revenue Office and a current levy certificate **must** be submitted with the application. Visit www.sro.vic.gov.au for information.

Existing Conditions

Describe how the land is used and developed now *

For example, vacant, three dwellings, medical centre with two practitioners, licensed restaurant with 80 seats, grazing.


 Provide a plan of the existing conditions. Photos are also helpful.

Title Information

Encumbrances on title *

Does the proposal breach, in any way, an encumbrance on title such as a restrictive covenant, section 173 agreement or other obligation such as an easement or building envelope?

- Yes (If 'yes' contact Council for advice on how to proceed before continuing with this application.)
- No
- Not applicable (no such encumbrance applies).

 Provide a full, current copy of the title for each individual parcel of land forming the subject site. The title includes: the covering 'register search statement', the title diagram and the associated title documents, known as 'instruments', for example, restrictive covenants.

Applicant and Owner Details

Provide details of the applicant and the owner of the land.

Applicant *

The person who wants the permit.

Name:		
Title:	First Name:	Surname:
Organisation (if applicable):		
Postal Address:	If it is a P.O. Box, enter the details here:	
[Redacted]		

Please provide at least one contact phone number *

Contact information for applicant OR contact person below
[Redacted]

Where the preferred contact person for the application is different from the applicant, provide the details of that person.

Contact person's details*	Same as applicant <input type="checkbox"/>	
Name:		
Title:	First Name:	Surname:
Organisation (if applicable):		
Postal Address:	If it is a P.O. Box, enter the details here:	
[Redacted]		

Owner *

The person or organisation who owns the land

Where the owner is different from the applicant, provide the details of that person or organisation.

Owner *	Same as applicant <input type="checkbox"/>	
Name:		
Title:	First Name:	Surname:
Organisation (if applicable):		
Postal Address:	If it is a P.O. Box, enter the details here:	
[Redacted]		

Information requirements


Contact Council's planning department to discuss the specific requirements for this application and obtain a planning permit checklist.

Is the required information provided?

Yes No

Declaration

This form must be signed by the applicant *

 Remember it is against the law to provide false or misleading information, which could result in a heavy fine and cancellation of the permit.

I declare that I am the applicant; and that all the information in this application is true and correct; and the owner (if not myself) has been notified of the permit application.
[Redacted]

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

Page 1 of 1

VOLUME 09033 FOLIO 098

Security no : 124113319284T
Produced 12/03/2024 09:52 AM

LAND DESCRIPTION

Lot 5 on Plan of Subdivision 111368.
PARENT TITLE Volume 09014 Folio 947
Created by instrument LP111368 16/07/1974

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
BRUCE DAVID BELL of 204 KILLINGWORTH ROAD KILLINGWORTH VIC 3717
AX024496L 07/07/2023

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 or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP111368 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: 121 RACECOURSE ROAD YEA VIC 3717

ADMINISTRATIVE NOTICES

NIL

eCT Control 18073U DGK CONVEYANCING
Effective from 07/07/2023

DOCUMENT END



Imaged Document Cover Sheet

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


Document Type	Plan
Document Identification	LP111368
Number of Pages (excluding this cover sheet)	1
Document Assembled	12/03/2024 09:52

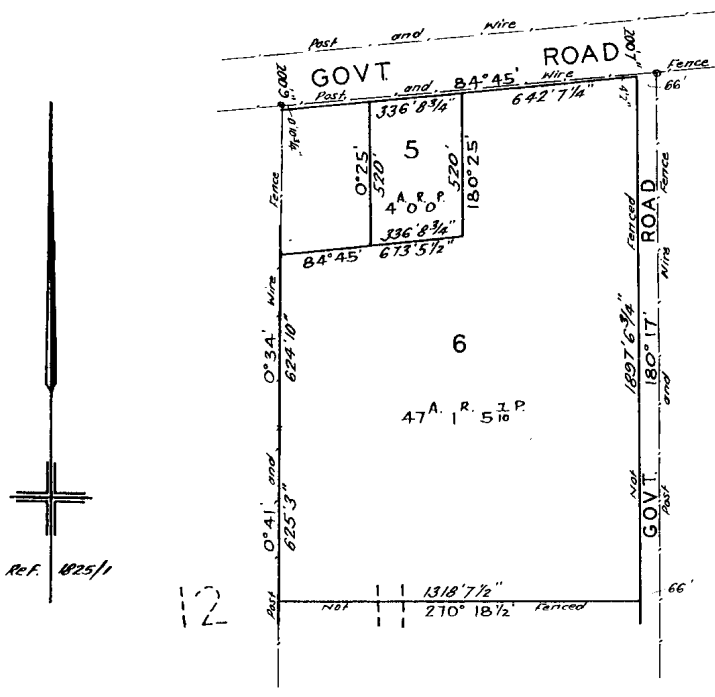
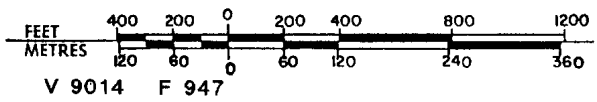
Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

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

LP111368
EDITION 1
 APPROVED 4/4/74

PLAN OF SUBDIVISION OF:	APPROPRIATIONS	ENCUMBRANCES & OTHER NOTATIONS
PART OF CROWN ALLOT. 11 SECTION 1 PARISH: YEA COUNTY: ANGLESEY SCALE OF FEET 		



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

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

Page 1 of 1

VOLUME 11548 FOLIO 162

Security no : 124113319563Q
Produced 12/03/2024 09:59 AM

LAND DESCRIPTION

Lot 12 on Plan of Subdivision 701992V.
PARENT TITLE Volume 09033 Folio 099
Created by instrument PS701992V 27/01/2015

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
REGINA CLARE BELL
BRUCE DAVID BELL both of 8 MORGAN DRIVE YEA VIC 3717
AX433527V 09/11/2023

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT AL834850G 23/04/2015

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
AK502835P 02/08/2013
AMENDMENT OF AGREEMENT AS731013L 21/11/2019

DIAGRAM LOCATION

SEE PS701992V FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AX433526X (E)	DISCHARGE OF MORTGAGE	Registered	09/11/2023
AX433527V (E)	TRANSFER	Registered	09/11/2023

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

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

Street Address: 8 MORGAN DRIVE YEA VIC 3717

ADMINISTRATIVE NOTICES

NIL

eCT Control 18073U DGK CONVEYANCING
Effective from 09/11/2023

DOCUMENT END



Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	PS701992V
Number of Pages (excluding this cover sheet)	5
Document Assembled	12/03/2024 09:59


Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

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

PLAN OF SUBDIVISION / EDITION 2 / PS701992V

Location of Land
 Parish: **YEA**
 Section: **1**
 Crown Allotment: **11 (PART)**
 Title Reference: **VOL.9033 FOL.099**
 Last Plan Reference: **LP111368 LOT 6**
 Postal Address: **42 LAWRAENCES ROAD YEA, 3717**
 MGA Co-ordinates (of approx. centre of land in plan) **E 358 400 N 5879 800 Zone: 55**

Council Certification and Endorsement
 Council Name: **MURRINDINDI SHIRE COUNCIL** Ref: **3/2011/40**
 1. ~~This plan is certified under section 6 of the Subdivision Act 1988.~~
 2. ~~This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 01/06/2012~~
 3. ~~This is a statement of compliance issued under section 21 of the Subdivision Act 1988.~~
OPEN SPACE
 (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made.
 (ii) ~~The requirement has been satisfied.~~
 (iii) ~~The requirement is to be satisfied in Stage.....~~
 Council delegate 
 Date **17/4/2013**
 Re-certified under section 11(7) of the Subdivision Act 1988
 Council Delegate
 Date / /

Vesting of Roads and Reserves

Identifier	Council/Body/Person
ROAD R1 RESERVE No.1	MURRINDINDI SHIRE COUNCIL
RESERVE No.2	MURRINDINDI SHIRE COUNCIL SPI ELECTRICITY PTY LTD

Notations
 Staging **This is not a staged subdivision**
Planning Permit No. 2008/112
 Depth Limitation **DOES NOT APPLY**

Survey This plan is based on survey.
 This survey has been connected to permanent marks no(s) **PM7, PM20 AND PM21.**
 In Proclaimed Survey Area No. -

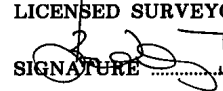
Easement Information
 Legend: **E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement or other Encumbrance**
A - Appurtenant Easement R - Encumbering Easement (Road)

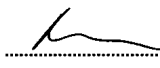
LRS use only
Statement of Compliance/ Exemption Statement
 Received
 Date **13/01/2015**

Subject Land	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1 & E-3	PIPELINES OR ANCILLARY PURPOSES	SEE DIAGRAM	THIS PLAN - SECTION 136 OF THE WATER ACT 1989	GOULBURN VALLEY REGION WATER CORPORATION
E-2 & E-3	DRAINAGE		THIS PLAN	MURRINDINDI SHIRE COUNCIL
E-4	POWER LINE		THIS PLAN - SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000	SPI ELECTRICITY PTY LTD
E-5	SEWERAGE		AN067505H	GOULBURN VALLEY REGION WATER CORPORATION

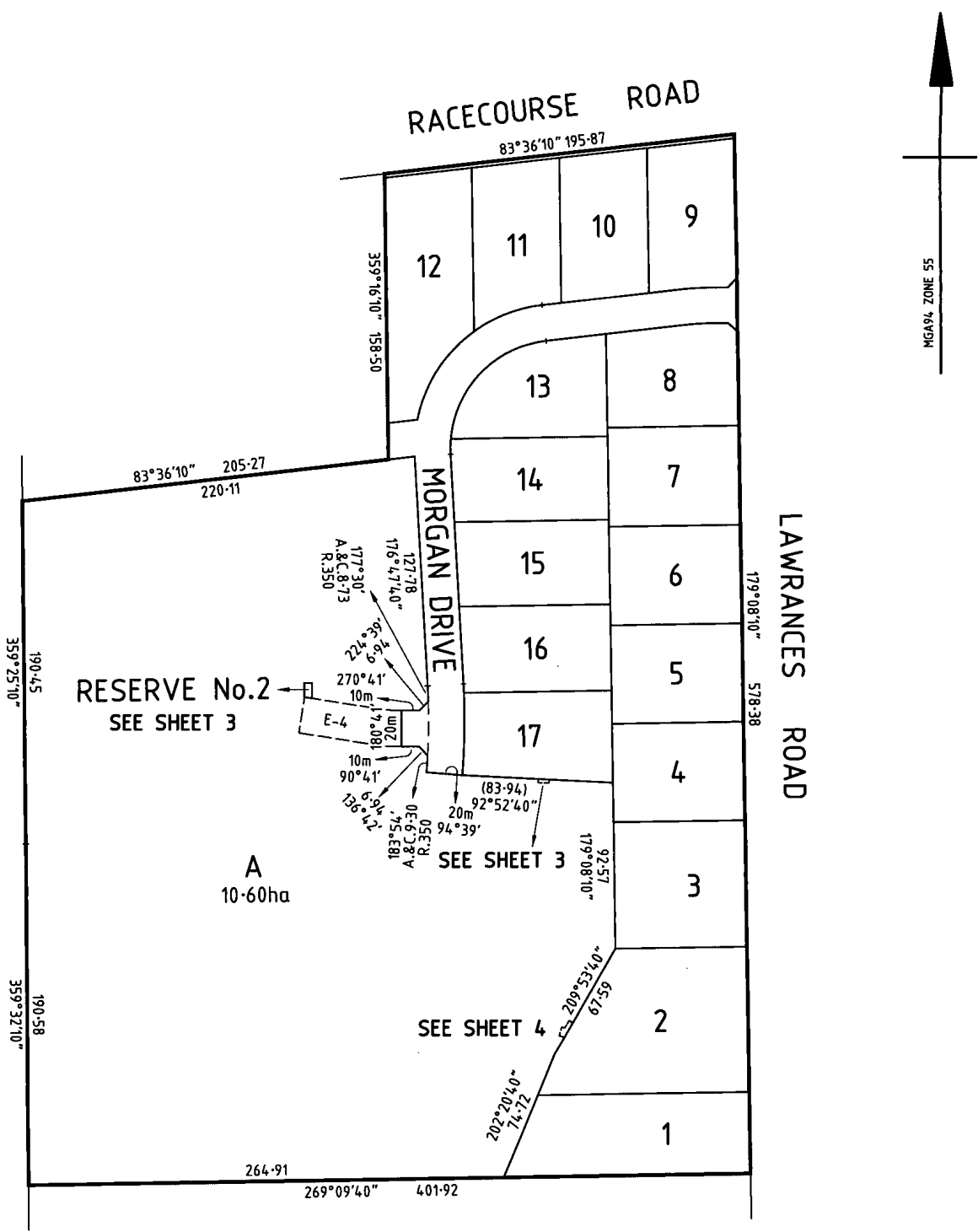
PLAN REGISTERED:
 TIME: **7:45 am**
 DATE: **27/01/2015**
R. W. Grimwood
 Assistant Registrar of Titles

Millar | Merrigan
 Millar & Merrigan Pty Ltd ACN 005 541 668
 Office 2/126 Merrindale Drive Croydon Victoria
 Mail PO Box 247 Croydon Victoria 3136
 t (03) 8720 9500 w www.millarmerriگان.com.au
 f (03) 8720 9501 e admin@millarmerriگان.com.au
 LAND DEVELOPMENT CONSULTANTS

LICENSED SURVEYOR Bradley Terjesen
 SIGNATURE  DATE **8/3/13**
REF 13366S1 **VERSION 6: 12/3/2013**

Sheet 1 of 4 Sheets
 Date **07/04/2013**
COUNCIL DELEGATE SIGNATURE


PLAN OF SUBDIVISION Stage No. / Plan Number
PS 701992V



Millar | Merrigan

Millar & Merrigan Pty Ltd ACN 005 541 668
 Office 2/126 Merrindale Drive Croydon Victoria
 Mail PO Box 247 Croydon Victoria 3136
 t (03) 8720 9500 w www.millarmerrigan.com.au
 f (03) 8720 9501 e admin@millarmerrigan.com.au

LAND DEVELOPMENT CONSULTANTS

ORIGINAL	SCALE
SCALE 1:2500	SHEET SIZE A3
<p>LENGTHS ARE IN METRES</p>	

LICENSED SURVEYOR Bradley Terjesen

SIGNATURE *[Signature]* DATE 8/3/13

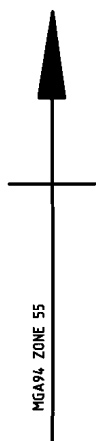
REF 13366S1 VERSION 6

Sheet 2

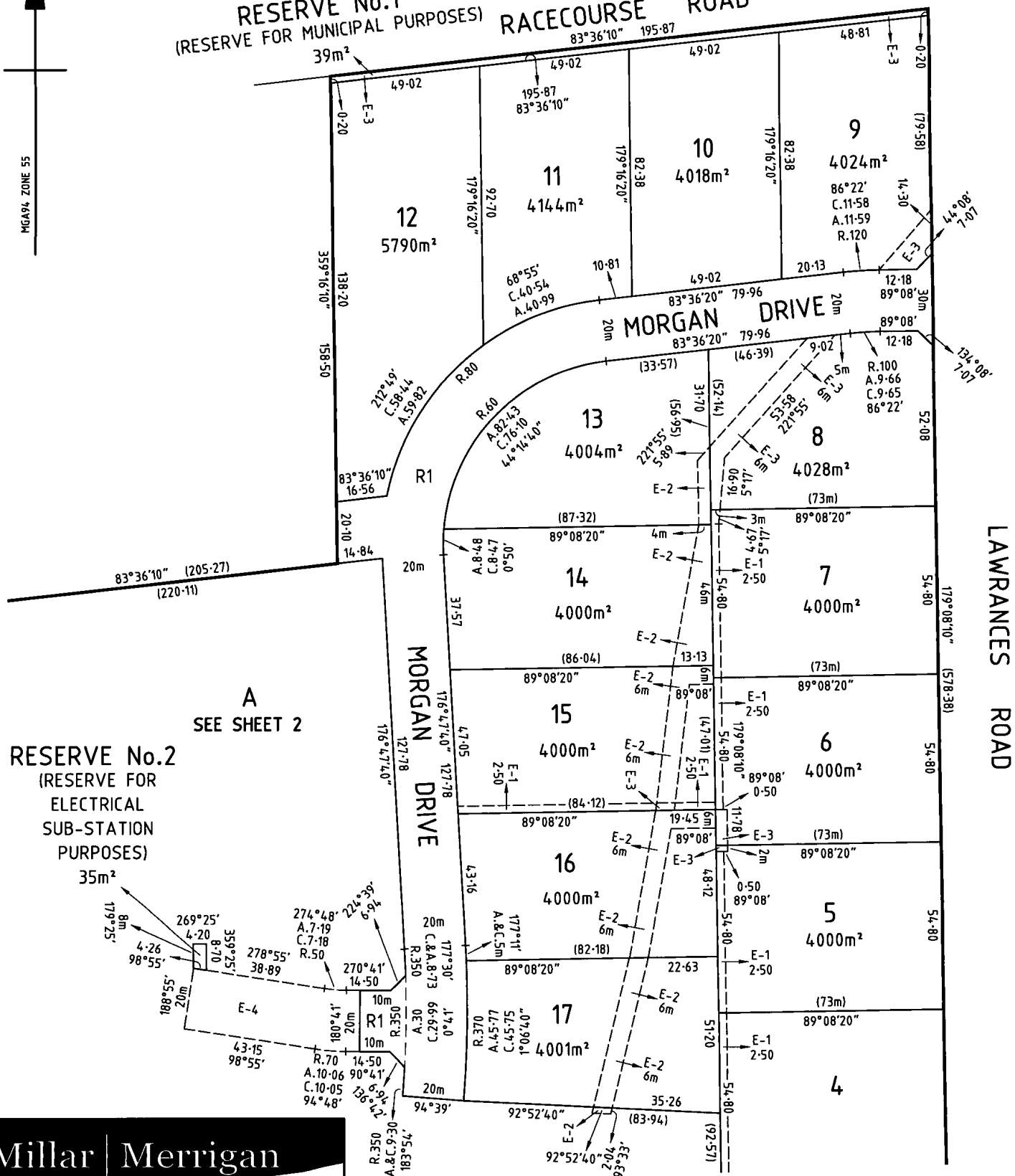
Date 17/04/2013

COUNCIL DELEGATE SIGNATURE *[Signature]*

PLAN OF SUBDIVISION PS 701992V



RESERVE No.1 (RESERVE FOR MUNICIPAL PURPOSES) RACECOURSE ROAD



A SEE SHEET 2
RESERVE No.2 (RESERVE FOR ELECTRICAL SUB-STATION PURPOSES) 35m²

SEE SHEET 4

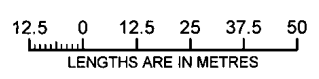
Millar | Merrigan

Millar & Merrigan Pty Ltd ACN 005 541 688
Office 2/126 Merrindale Drive Croydon Victoria
Mail PO Box 247 Croydon Victoria 3136
t (03) 8720 9500 w www.millarmerrigan.com.au
f (03) 8720 9501 e admin@millarmerrigan.com.au

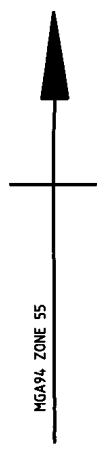
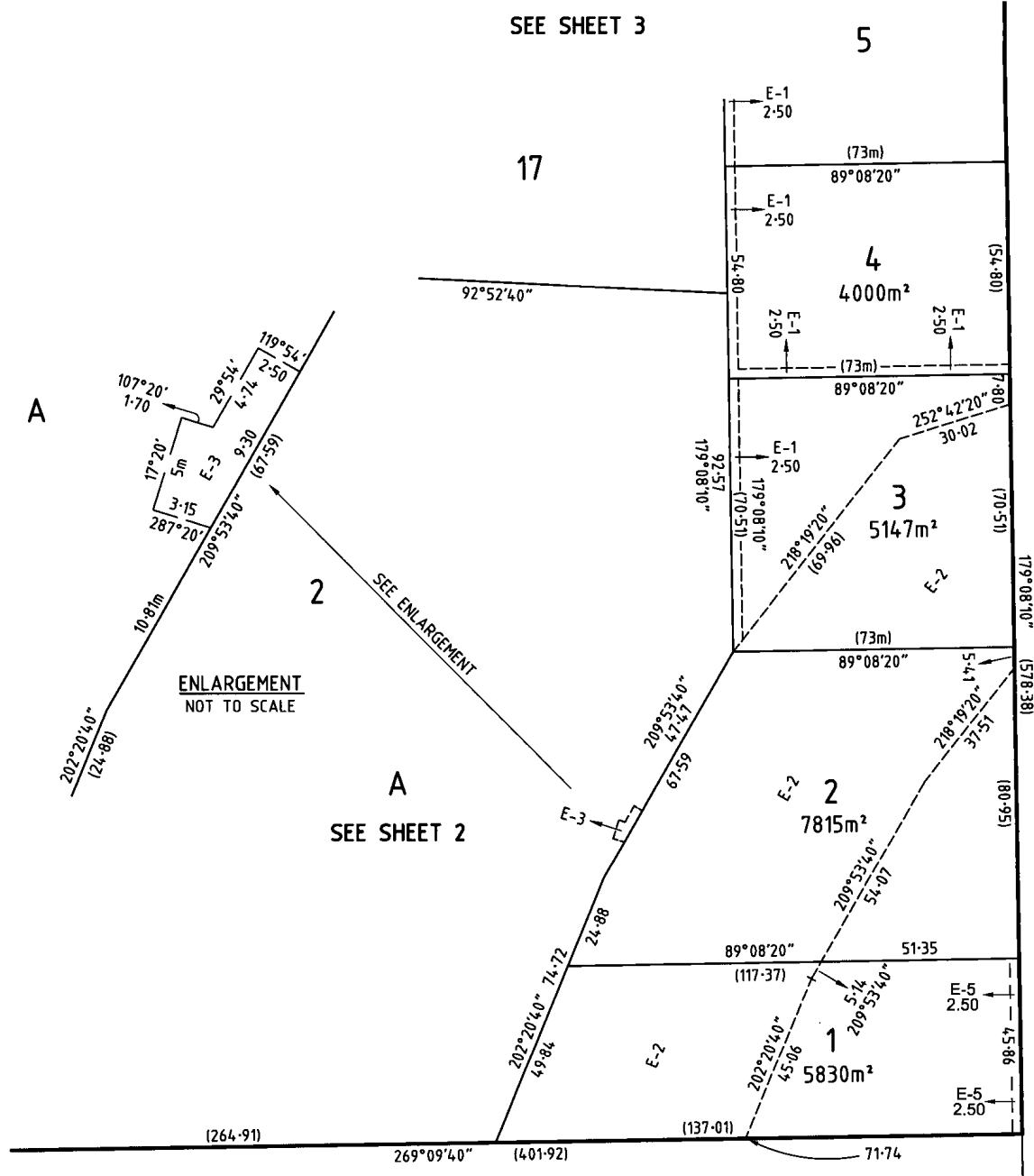
LICENSED SURVEYOR Bradley Terjesen
SIGNATURE *[Signature]* DATE 8/3/13
REF 13366S1 VERSION 6

Sheet 3
Date 17/04/2013
COUNCIL DELEGATE SIGNATURE

ORIGINAL SCALE
SCALE SHEET SIZE
1:1250 A8



PLAN OF SUBDIVISION PS 701992V



LAWRANCES ROAD

Millar | Merrigan

Millar & Merrigan Pty Ltd ACN 005 541 668
 Office 2/126 Merrindale Drive Croydon Victoria
 Mail PO Box 247 Croydon Victoria 3136
 t (03) 8720 9500 w www.millarmerrigan.com.au
 f (03) 8720 9501 e admin@millarmerrigan.com.au

LAND DEVELOPMENT CONSULTANTS

ORIGINAL	SCALE
SCALE SHEET SIZE	12.5 0 12.5 25 37.5 50
1:1250 A3	LENGTHS ARE IN METRES

LICENSED SURVEYOR Bradley Terjesen

SIGNATURE *[Signature]* DATE 8/3/13

REF 13366S1 VERSION 6

Sheet 4

Date 17/04/2013

COUNCIL DELEGATE SIGNATURE *[Signature]*



Imaged Document Cover Sheet

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

Document Type	Instrument
Document Identification	AL834850G
Number of Pages (excluding this cover sheet)	3
Document Assembled	12/03/2024 10:05

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

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

AL834850G

Transfer of Land

Section 45 Transfer of Land Act 1958

Privacy Collection Statement
The information from this form is collected by the Registrar of Titles under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

Lodged by

Name:

Phone:

Address:

Reference:

Customer Code:

200Q

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed-

- together with any easements created by this transfer;
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: (volume and folio) **Lot 12 on Plan of Subdivision No. PS 701992V being the whole the land described in Certificate of Title VOLUME 11548 FOLIO 162**

Estate and Interest: (e.g. "all my estate in fee simple")
All its estate in fee simple

Consideration: **\$175,000-00**

Transferor: (full name) **YEA VIEWS ESTATE PTY LTD ACN 122 144 685**

Transferee: (full name and address including postcode) **CHRISTOPHER GEORGE SLEVIN and DONNA MARREE SLEVIN both of 4 George Street Yea 3717 as Joint Proprietors**

Directing Party: (full name)

Creation and/or Reservation of Easement and/or Restrictive Covenant

AND the said Transferees with the intent that the benefit of these covenants shall be attached to and run at law and in equity with all of the land in the Plan of Subdivision No PS 701992V other than the land hereby transferred and that the burden of these covenants shall be annexed to and run at law and in equity with the land hereby transferred do hereby for themselves their heirs executors administrators and transferees the registered proprietors for the time being of the land hereby transferred hereby and as separate covenants covenant with the said Transferor and other the registered proprietor or proprietors for the time being of each and every Lot on the Plan of Subdivision other than the said land hereby transferred that they will not (without the written consent of the Transferor):-

30800812A

Order to Register

Duty Use Only

T2

Please register and issue the Certificate of Title to

3476384

Page 1 of 2

Signed

Customer Code

~~\$57~~

\$ 5,570 -

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

Transfer of Land

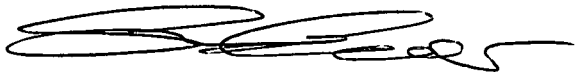
Section 45 Transfer of Land Act 1958

Dated: 10-04-2015
Parties: YEA VIEWS ESTATE PTY LTD and CHRISTOPHER GEORGE SLEVIN and DONNA MAREE SLEVIN

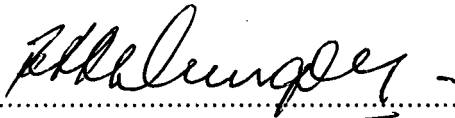
Signatures of the Parties

Dated: 10-04-2015

Execution and attestation:
Executed by YEA VIEWS ESTATE PY LTD
ACN 122 114 68 in accordance with Section 127
of the Corporations Act 2001 by being signed by
the persons who are authorised to sign for the
company:



Director



Director

Stephen James Carter

Full name: (please print)

RICHARD HYETT DUNGEY

Full name: (please print)

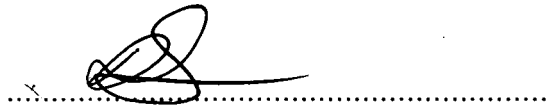
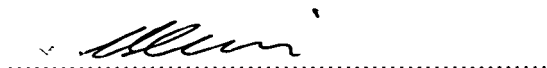
117 Casey Street Bardon

Usual address

14 DOAK ST BENDIGO

Usual address

SIGNED by the Transferees



in the presence of:

Witness 

See Annexure page 1

30800812A

T2

Page 2 of 2

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

Annexure Page

Transfer of Land Act 1958

Privacy Collection Statement
The information from this form is collected by the Registrar of Titles under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes.

This is page 3 of 3 dated 10-04-2015 between YEA VIEWS ESTATE PTY LTD and CHRISTOPHER GEORGE SLEVIN and DONNA MARREE SLEVIN

Signatures of the Parties

Covenant cont:

- (a) Erect or cause, permit or allow to be erected on the land hereby transferred any building or part of a building which was previously erected in another location or use any second hand materials whatsoever in the erection of any building on the land hereby transferred;
- (b) Erect or cause, permit or allow to be erected on the land hereby transferred any building (including garage and other usual outbuildings) unless the roof of such building be constructed of tile, slate or colourbond steel;
- (c) Erect any dwelling house, garage, shed, outbuilding or fence using other than new materials;
- (d) Erect any dwelling house which has a floor area of less than 170 square metres including the outer walls thereof, such area being calculated by excluding the area of carports, garages, terraces, pergolas or verandahs;
- (e) Erect any dwelling house unless not less than 60% of the external walls or external wall surfaces of such dwelling (excluding windows) are constructed of brick, brick veneer, brick cement render, stone, masonry or masonry veneer with texture coating and a painted or coloured exterior surface; unless the said Yea Views Estate Pty Ltd or its duly authorised agent consents in writing to some other form of construction for external walls, or some other form of cladding for external walls;
- (f) Erect any more than one dwelling house such expression to include any flat, unit or apartment;
- (g) Subdivide the land hereby transferred;
- (h) Use a carport, garage, shed or other outbuilding on the said Lot or any tent, caravan or other form of accommodation standing on the said Lot for the purposes of residential accommodation;
- (i) Use the Lot for industry or commerce;
- (i) House on the Lot an greyhounds or commercial kennels or commercial cattery
- (k) Permit to be erected on the Lot a water tank unless made from colourbond or polyethylene.

AND IT IS HEREBY AGREED that the foregoing covenants shall be noted upon an appear on every future Certificate of Title for the land hereby transferred or any part or parts thereof as an encumbrance affecting the same.

30800812A

A1

1. If there is insufficient space to accommodate the required information in a panel of the attached form insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading.
2. The approved Annexure Pages must be properly identified and signed by the parties to the attached form to which it is annexed.
3. All pages must be attached together by being stapled in the top left corner.

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010



Imaged Document Cover Sheet

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

Document Type	Instrument
Document Identification	AK502835P
Number of Pages (excluding this cover sheet)	12
Document Assembled	12/03/2024 09:59

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

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

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

Form 18

Lodged by:

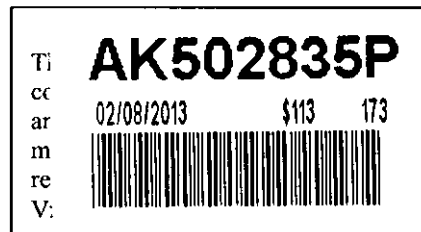
Name: Russell Kennedy Solicitors

Phone: 03 9609 1555

Address: Level 12, 469 La Trobe Street, Melbourne 3000

Ref: MPH 167219-04334

Customer Code: 1513M



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

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

Volume 9033 folio 099

Authority: *(name and address)*

Murrindindi Shire Council of Perkins Street, Alexandra 3714

Section and Act under which agreement made:

Section 173 of the *Planning and Environment Act 1987*

A copy of the Agreement is attached to this Application:

Signature for the Authority:

Margaret S. Aldrey

Name of Officer:

MARGARET ALDREY

Date:

1/7/13

RUSSELL KENNEDY

MEMBER OF THE KENNEDY STRANG LEGAL GROUP

AK502835P

02/08/2013

\$113

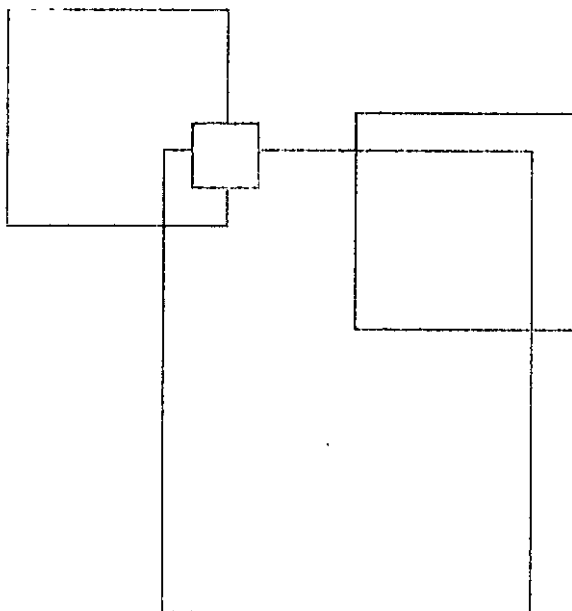
173



MURRINDINDI SHIRE COUNCIL

and

YEA VIEWS ESTATE PTY LTD



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

Property: Lot 6 on Plan of Subdivision 111368
Lawrances Rd, Yea

THIS AGREEMENT is made on 1ST DAY OF JULY

2013

PARTIES

- 1 **MURRINDINDI SHIRE COUNCIL**
of Perkins Street, Alexandra Vic 3714
("Council")
- 2 **YEA VIEWS ESTATE PTY LTD (ACN 122 114 685)**
of 61 Bull Street, Bendigo Vic 3131
("Owner")

AK502835P

02/08/2013 \$113 173



RECITALS

- A The Council is the responsible authority under the Act for the Scheme.
- B The Owner is registered or is entitled to be registered as proprietor of the Land. ()
- C Condition 5 of the Permit provides as follows:

"Prior to the issue of a Statement of Compliance a Section 173 Agreement must be entered into at no cost to Council, which ensures the following:

- No buildings or works may be constructed in the building exclusion zones.*
- Trees 1 to 21 may not be removed without the written consent of the Responsible Authority.*
- A vegetation management and protection plan for the existing trees marked 1 to 21*
- A vegetation and land management plan for the 30 metre riparian zone*
- No building or works within the riparian zone*
- No fencing within the riparian zone*
- Fencing on riparian zone boundary to be limited to post and wire fencing*
- Building exclusion zones of 10 metres on any road boundary, including Racecourse Road, and 5 metres from all other boundaries* ()
- No unpainted zincalume cladding on any building or structure*
- No retaining wall or cut and fill batter with a height exceeding 1.5 metres*
- All boundary fencing must be less than 1.2 metres in height and must be at least 60% transparent.*

The Section 173 agreement must be prepared by Council's solicitors, to the satisfaction of the Responsible Authority and must be registered at the Office of Titles pursuant to section 181 of the Planning and Environment Act 1987.

Council will undertake to have the agreement prepared upon written notification from the applicant. All fees associated with the documentation must be fully paid prior to execution and registration of the document by Council."

- D The Land is encumbered by mortgage number AH810225B in which Bendigo and Adelaide Bank Ltd is named as mortgagee. The Mortgagee has consented to the Owner entering into this Agreement.
- E This Agreement has been entered into in order to:
- comply with all relevant conditions of the Permit;*

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

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

THE PARTIES AGREE THAT:

1 DEFINITIONS

In this Agreement:

- 1.1 "Act" means the *Planning and Environment Act 1987*.
- 1.2 "Agreement" means this Agreement including the recitals and any annexures to this Agreement.
- 1.3 "Building" has the same meaning as in the Act.
- 1.4 "Building Exclusion Zone" means the areas identified on the Plan as building exclusion zones.
- 1.5 "Business Day" means Monday to Friday excluding public holidays in Victoria.
- 1.6 "Fencing" means a fence of any kind.
- 1.7 "Land" means the land within the Scheme known and described as Lot 6 on Plan of Subdivision 111368, Lawrances Road, Yea being the whole of the land more particularly described in certificate of title volume 09033 folio 099.
- 1.8 "Lot" means a lot at the Land created pursuant to the Permit.
- 1.9 "Mortgagee" means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as mortgagee of the Land or any part of it.
- 1.10 "Permit" means planning permit 2008/112 issued by the Council on 12 January 2009 authorising the development of the Land for the purpose of a 39 lot staged subdivision.
- 1.11 "Plan" means the plan attached to Annexure A of the Agreement, prepared by Millar & Merrigan Pty Ltd as amended from time to time.
- 1.12 "Riparian Zone" means the area identified on the Plan as the "Riparian Zone".
- 1.13 "Riparian Zone Vegetation and Land Management Plans" means the Weed Management Plan reference 13366WMP_2 endorsed by the Council on 24 May 2012 as amended from time to time and the Riparian Zone Management Plan reference 13366MP_3 endorsed by the Council on 24 May 2012 as amended from time to time.
- 1.14 "Scheme" means the Murrindindi Planning Scheme or any other planning scheme which applies to the Land from time to time.
- 1.15 "Works" has the same meaning as in the Act.



2 COMMENCEMENT

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

3 TERMINATION OF AGREEMENT

3.1 Termination

This Agreement may be ended by mutual agreement between the parties.

3.2 Cancellation of Agreement

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

4 OWNER'S COVENANTS ()

4.1 Building Exclusion Zone

The Owner covenants and agrees that no Building or Works are to be located within a Building Exclusion Zone.

4.2 Vegetation management and protection

The Owner covenants and agrees:

4.2.1 that the trees shown numbered 1 to 21 on the Plan must not be removed, except with the prior written consent of the Council; and

4.2.2 that the Owner must prepare and implement a vegetation management and protection plan for the trees numbered 1 to 21 on the Plan, to the satisfaction of the Council.

4.3 The Riparian Zone – Buildings, Works and Fencing ()

The Owner of each Lot within the Riparian Zone covenants and agrees that:

4.3.1 no Building or Works are to be located within the Riparian Zone;

4.3.2 Fencing must not be erected or located within the Riparian Zone; and

4.3.3 any Fencing located on the boundary of the Riparian Zone must only be post and wire fencing.

4.4 The Riparian Zone Vegetation and Land Management Plans

The Owner covenants and agrees that it must implement the Riparian Zone Vegetation and Land Management Plans, to the satisfaction of the Council.

4.5 No unpainted zincalume cladding

The Owner covenants and agrees that unpainted zincalume cladding must not be used on any Building, Works or structure at the Land.



4.6 Retaining walls or cut and fill batters must not exceed 1.5 metres

The Owner covenants and agrees that any retaining wall or any cut and fill batter constructed at the Land must not exceed 1.5 metres in height.

4.7 Boundary Fencing

The Owner covenants and agrees that any boundary Fencing at the Land including but not limited to boundary Fencing of a Lot or any Fencing on the boundary of the Riparian Zone must be less than 1.2 metres in height and must be at least 60% transparent.

4.8 Successors in title

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

4.9 Further assurance

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

4.10 Payment of Council's costs

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

4.11 Mortgagee to be bound

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

4.12 Indemnity

The Owner covenants to indemnify and keep the Council, its officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgement or claim brought by any person arising from or referable to this Agreement or any non-compliance with this Agreement.

4.13 Non-compliance

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



- 4.13.1 to allow the Council its officers, employees, contractors or agents to enter the Land and rectify the non-compliance;
- 4.13.2 to pay to the Council on demand, the Council's reasonable costs and expenses ("Costs") incurred as a result of the Owner's non-compliance;
- 4.13.3 to pay interest at the rate of 2% above the rate prescribed under section 2 of the *Penalty Interest Rates Act 1983* on all moneys which are due and payable but remain owing under this Agreement until they are paid in full;
- 4.13.4 if requested to do so by the Council, to promptly execute in favour of the Council a mortgage to secure the Owner's obligations under this Agreement,

and the Owner agrees:

- 4.13.5 to accept a certificate signed by the Chief Executive Officer of the Council (or any nominee of the Chief Executive Officer) as prima facie proof of the Costs incurred by the Council in rectifying the Owner's non-compliance with this Agreement;
- 4.13.6 that any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid Costs of the Council and then applied in repayment of the principal sum;
- 4.13.7 that all Costs or other monies which are due and payable under this Agreement but which remain owing shall be a charge on the Land until they are paid in full; and
- 4.13.8 if the Owner executes a mortgage as required by clause 4.13.4, any breach of this Agreement is deemed to be a default under that mortgage.

4.14 Standard of works

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

4.15 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.

4.16 Covenants run with the Land

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

4.17 Owner's warranty

The Owner warrants and covenants that:

AK502835P

02/08/2013 \$113 173



- 4.17.1 the Owner is the registered proprietor (or is entitled to become the registered proprietor) of the Land and is also the beneficial owner of the Land;
- 4.17.2 there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land which have not been disclosed by the usual searches of the folio of the Register for the Land or notified to the Council;
- 4.17.3 no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in section 42 of the *Transfer of Land Act 1958*; and
- 4.17.4 until this Agreement is recorded on the folio of the Register which relates to the Land, the Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of the Land without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

5 GENERAL

5.1 No fettering of Council's powers

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

5.2 Time of the essence

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

5.3 Governing law and jurisdiction

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

6 NOTICES

6.1 Service of notice

A notice or other communication required or permitted, under this Agreement, to be served on a person must be in writing and may be served:

- 6.1.1 personally on the person;
- 6.1.2 by leaving it at the person's address set out in this Agreement;
- 6.1.3 by posting it by prepaid post addressed to that person at the person's current address for service; or



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

6.2 Time of service

A notice or other communication is deemed served:

- 6.2.1 if served personally or left at the person's address, upon service;
- 6.2.2 if posted within Australia to an Australian address, two Business Days after posting;
- 6.2.3 if served by facsimile, subject to the next clause, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile; and
- 6.2.4 if received after 5.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day. ()

7 INTERPRETATION

In this Agreement, unless the contrary intention appears:

- 7.1 the singular includes the plural and vice versa;
- 7.2 a reference to a document or instrument, including this Agreement, includes a reference to that document or instrument as novated, altered or replaced from time to time;
- 7.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;
- 7.4 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;
- 7.5 words importing one gender include other genders;
- 7.6 other grammatical forms of defined words or expressions have corresponding meanings;
- 7.7 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:
 - 7.7.1 two or more parties; or
 - 7.7.2 a party comprised of two or more persons,is made or given and binds those parties or persons jointly and severally;
- 7.8 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;
- 7.9 a recital, schedule, annexure or description of the parties forms part of this Agreement;
- 7.10 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;



- 7.11 if an act required to be done under this Agreement on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;
- 7.12 a party that is a trustee is bound both personally and in its capacity as trustee;
- 7.13 a reference to an authority, institution, association or body ("original entity") that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity;
- 7.14 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Agreement.

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



SIGNED SEALED AND DELIVERED by)
MARGARET JOY ABBEY Chief Executive)
Officer as the delegate of the MURRINDINDI)
SHIRE COUNCIL in the presence of:)

Margaret Joy Abbey
Margaret Joy Abbey

Anne Slater
(Signature of Witness)

Anne Slater
(Name of Witness)

1257 Yarck Rd, Gabur Vic 3719
(Usual address)

EXECUTED by YEA VIEWS ESTATE PTY)
LTD in accordance with section 127(1) of the)
Corporations Act 2001 by being signed by)
authorised persons:)

[Signature]
Director

[Signature]
*Director/company secretary
*Delete whichever is inapplicable

Dennis F. Rafferty
Full Name

Stephen James Carter
Full Name

8 DOAK STREET
Usual Address

117 Casey Street Bendigo
Usual Address

BENDIGO 3580



MORTGAGEE'S CONSENT

Bendigo and Adelaide Bank Ltd as Mortgagee under Mortgage no. AH810225B which encumbers the Land consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

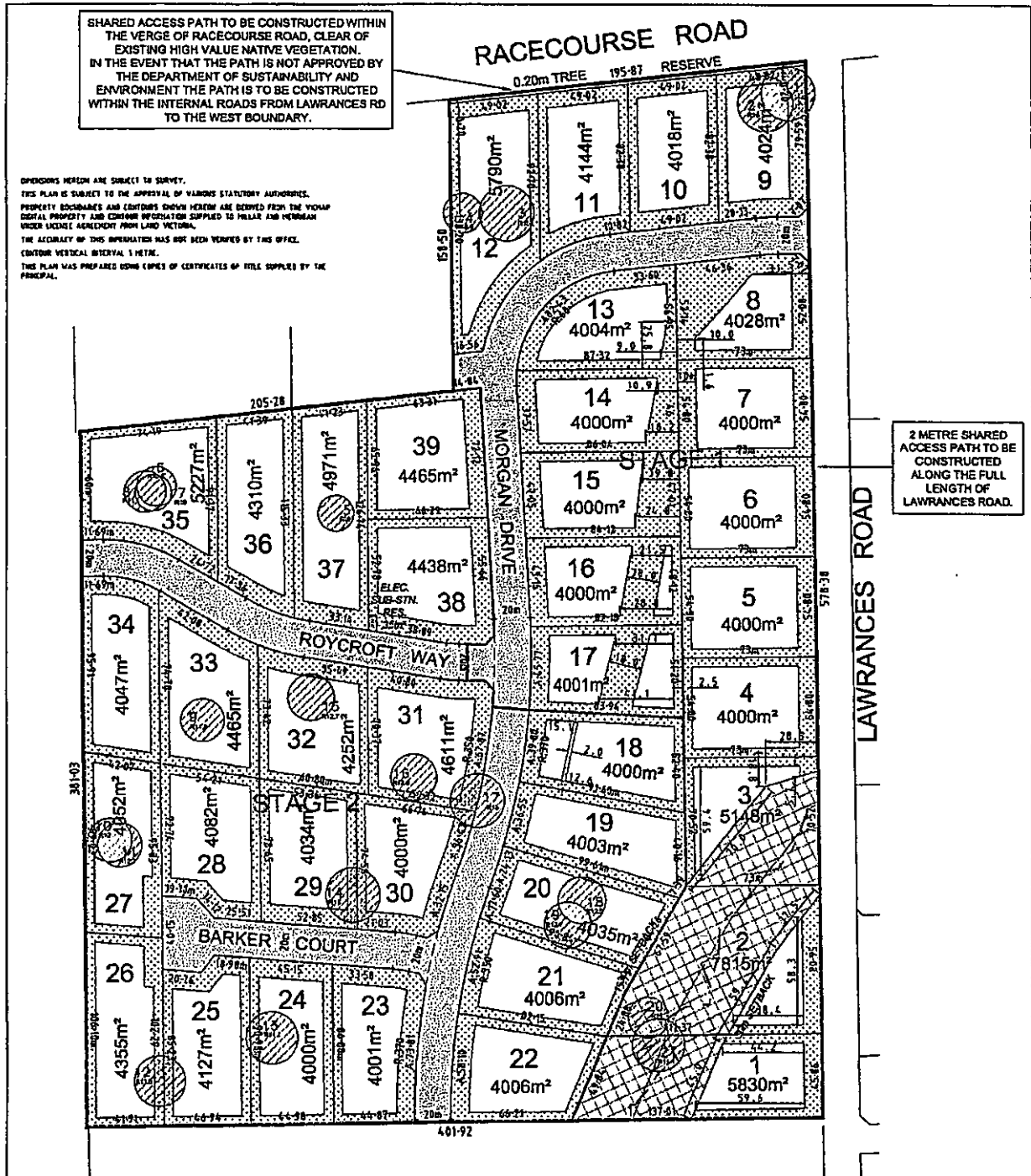
Victoria

EXECUTED by BENDIGO AND ADELAIDE)
BANK LIMITED ABN 11 068 049 178 by being)
signed by its Attorneys Ann Maree Brooks)
ELLEN MARGRETHE KOCH) a Brooks
who certify that they are the) Attorney
MANAGER RETAIL LOAN SERVICES)
being authorised Officer of the company)
under Power of Attorney dated 9 April)
2008 a certified copy of which is filed in) E Koch
Permanent Order Book No. 277 at Page 027) Attorney
Item 16 in the presence of:-)

Witness: Heidi Ann Watter
Witness Full Name:
[Signature]

AK502835P
02/08/2013 \$113 173
[Barcode]

ANNEXURE A
Copy of the Plan



SHARED ACCESS PATH TO BE CONSTRUCTED WITHIN THE VERGE OF RACECOURSE ROAD, CLEAR OF EXISTING HIGH VALUE NATIVE VEGETATION. IN THE EVENT THAT THE PATH IS NOT APPROVED BY THE DEPARTMENT OF SUSTAINABILITY AND ENVIRONMENT THE PATH IS TO BE CONSTRUCTED WITHIN THE INTERNAL ROADS FROM LAWRANCES RD TO THE WEST BOUNDARY.

DEPENDENCIES HEREON ARE SUBJECT TO SURVEY.
THIS PLAN IS SUBJECT TO THE APPROVAL OF VARIOUS STATUTORY AUTHORITIES.
PROPERTY BOUNDARIES AND CONTIGUOUS AREAS SHOWN HEREON ARE DERIVED FROM THE VICPLAN DIGITAL PROPERTY AND CONTIGUOUS INFORMATION SUPPLIED TO MILLAR AND MERRIGAN UNDER LICENSE AGREEMENT FROM LAND VICTORIA.
THE ACCURACY OF THIS INFORMATION HAS NOT BEEN VERIFIED BY THIS OFFICE.
CONTIGUOUS VERTICAL INTERVAL 1 METRE.
THIS PLAN WAS PREPARED USING COPIES OF CERTIFICATES OF TITLE SUPPLIED BY THE PRINCIPAL.

2 METRE SHARED ACCESS PATH TO BE CONSTRUCTED ALONG THE FULL LENGTH OF LAWRANCES ROAD.

No.	Revision Description	Drawn	App'd	Date
2	Align Riparian Zone to Survey data	BGC		02.08.2011
3	Add Sub-Soil & Road Home	BGC		07.10.2011
4	Add Building Exclusion Zones	BGC		17.02.2012
5	Extend Lot 12 and add Road	BGC		01.05.2012

OVERALL AREA 4.69ha
39 Lots @ 4344m² average

ALL TREES NUMBERED 1 to 21 (INCLUSIVE) TO BE RETAINED WITHIN BUILDING EXCLUSION ZONES SHOWN THUS.

THERE IS A BUILDING EXCLUSION ZONE SHOWN THUS, NO BUILDING OR WORKS WITHIN THE RIPARIAN ZONE SHOWN THUS.

THERE IS A BUILDING EXCLUSION ZONE SHOWN THUS, INCLUDING 10m FROM ALL ROADS (INCLUDING RACECOURSE ROAD) AND 5m FROM ANY OTHER BOUNDARY.

TO BE APPROVED

Millar & Merrigan authorize the use of this drawing only for the purpose described by the status stamp shown above. This drawing should be read in conjunction with all relevant contracts, specifications, reports & drawings.
© Millar & Merrigan Pty. Ltd.

Millar & Merrigan Pty Ltd
ACN 605 541 668
2128 Merridale Drive Croydon
PO Box 247 Croydon Victoria 3136
t (03) 8720 9500
f (03) 8720 9501
w www.millarandmerrigan.com.au
e admin@millarandmerrigan.com.au

Millar | Merrigan

LAND DEVELOPMENT CONSULTANTS

Civil Engineering
Land Surveying
Landscape Architecture
Project Management
Town Planning
Urban Design

PROPOSED SLIP

AK502835P

02/08/2013 \$113 173



Imaged Document Cover Sheet

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

Document Type	Instrument
Document Identification	AS731013L
Number of Pages (excluding this cover sheet)	5
Document Assembled	12/03/2024 10:05

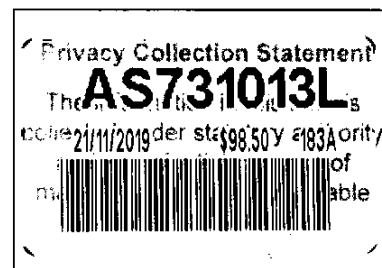
Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

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

Notification by responsible authority of amendment of an agreement

Section 183 Planning and Environment Act 1987



Lodged by

Name: RUSSELL KENNEDY LAWYERS

Phone: 03 9609 1555

Address: LEVEL 12 469 LA TROBE STREET MELBOURNE VIC 3000

Reference: 167219-04497

Customer code: 17829T

The authority notifies that the agreement has been amended and requires that the recording in the Register be altered accordingly

Land: (volume and folio)

VOLUME 11548 FOLIO 151; VOLUME 11548 FOLIOS 153 TO 167 (ALL INCLUSIVE);

VOLUME 11548 FOLIO 171; VOLUME 12044 FOLIO 423;

VOLUME 12057 FOLIOS 974 TO 990 (ALL INCLUSIVE);

VOLUME 12057 FOLIOS 992 TO 995 (ALL INCLUSIVE); VOLUME 12150 FOLIOS 737 AND 738

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

MURRINDINDI SHIRE COUNCIL OF PERKINS STREET, ALEXANDRA, VICTORIA 3714

Agreement no.:

AK502835P

The agreement has been amended in accordance with the terms of the Deed of Agreement to an agreement (or a provision in a Statement of Compliance relative to Plan of Subdivision or pursuant to an Order of the Victorian Civil and Administrative Tribunal), a copy of which is attached.

Signing:

35271702A

183APEA

Page 1 of 2

THE BACK OF THIS FORM MUST NOT BE USED

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

Notification by responsible authority or amendment of an agreement


Section 183 Planning and Environment Act 1987



Certifications

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

Executed on behalf of MURRINDINDI SHIRE COUNCIL
Signer Name ASTRID DI CARLO
Signer Organisation RUSSELL KENNEDY LAWYERS
Signer Role AUSTRALIAN LEGAL PRACTITIONER

Signature 

Execution Date 19/11/19.

35271702A

183APEA

Page 2 of 2

THE BACK OF THIS FORM MUST NOT BE USED

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

THIS DEED OF AMENDMENT TO AN AGREEMENT is made on 13TH NOVEMBER 2019

PARTIES

1 **MURRINDINDI SHIRE COUNCIL**
of Perkins Street, Alexandra Victoria 3714
("Council")



RECITALS

- A The Council is the responsible authority under the Act in relation to the Agreement.
- B The Agreement is recorded on the folios in the Register for the land within the Scheme contained in the following certificates of title:
 - Volume 11548 Folio 151
 - Volume 11548 Folios 153 to 167 (inclusive)
 - Volume 11548 Folio 171
 - Volume 12044 Folio 423
 - Volume 12057 Folios 974 to 990 (inclusive)
 - Volume 12057 Folios 992 to 995 (inclusive)
 - Volume 12150 Folios 737 and 738
- C An application was made to the Council to amend the Agreement pursuant to Subdivision 2 of Division 2 of Part 9 of the Act.
- D The Council processed the application to amend the Agreement in accordance with Subdivision 2 of Division 2 of Part 9 of the Act.
- E Council has decided to amend the Agreement in respect of Lot 35.
- F This Deed of Amendment to an Agreement is entered into by Council to amend the Agreement in accordance with Council's decision to amend the Agreement.

1 **DEFINITIONS**

In this Deed of Amendment to an Agreement:

- 1.1 "Act" means the *Planning and Environment Act 1987*.
- 1.2 "Agreement" means the agreement made on 1 July 2013 under section 173 of the Act and recorded on the folio of the Register on 2 August 2013 in dealing AK5028835P on certificate of title volume 9033 folio 099, now being volume 11548 folio 151, volume 11548 folios 153-167 (inclusive), volume 11548 folio 171, volume 12044 folio 423, and volume 12057 folios 974-995 (inclusive).
- 1.3 "Deed of Amendment to an Agreement" means this deed, including the recitals and any annexures to this deed that was prepared for the purposes of amending the Agreement.
- 1.4 "Lot 35" means the land known as Lot 35 on PS815084X, being the whole of the land more particularly described in certificate of title volume 12057 folio 991.
- 1.5 "Scheme" means the Murrindindi Planning Scheme.

AS731013L

21/11/2019 \$98.50 183A



2 COMMENCEMENT

This Deed of Amendment to an Agreement to an comes into force on the date it was made as set out above.

3 AMENDMENTS TO THE AGREEMENT

3.1 Clause 8 of the Agreement

Clause 8 is inserted in the Agreement as follows:

AMENDMENTS TO THE AGREEMENT

8.1 Definitions

In addition to the definitions in clause 1 of this Agreement, in this Agreement:

8.1.1 "Amended Plan for Lot 35" means the plan showing the Building Exclusion Zone for Lot 35, now shown as "LOT 2" and "LOT 3" on the plan attached as Annexure B to this Agreement.

8.2 "Lot 35" means the land known as Lot 35 on PS815084X, being the whole of the land more particularly described in certificate of title volume 12057 folio 991

8.2 Building Exclusion Zone for Lot 35

Notwithstanding clause 4.1 of this Agreement, the Building Exclusion Zone for Lot 35 must be in accordance with the Amended Plan for Lot 35.

3.2 Plan attached as Annexure B

The "Amended Plan for Lot 35" is attached as Annexure B to the Agreement.

EXECUTION

Executed by the Council in accordance with Subdivision 2 of Division 2 of Part 9 of the Act.

SIGNED SEALED AND DELIVERED by)
CRAIG ASHLEY DAVID LLOYD, Chief)
Executive Officer as the delegate of the)
MURRINDINDI SHIRE COUNCIL in the)
presence of:

Craig Ashley David Lloyd

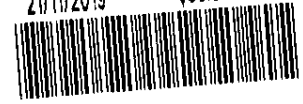
.....
(Signature of Witness)

Tamara Fallon
.....
(Name of Witness)

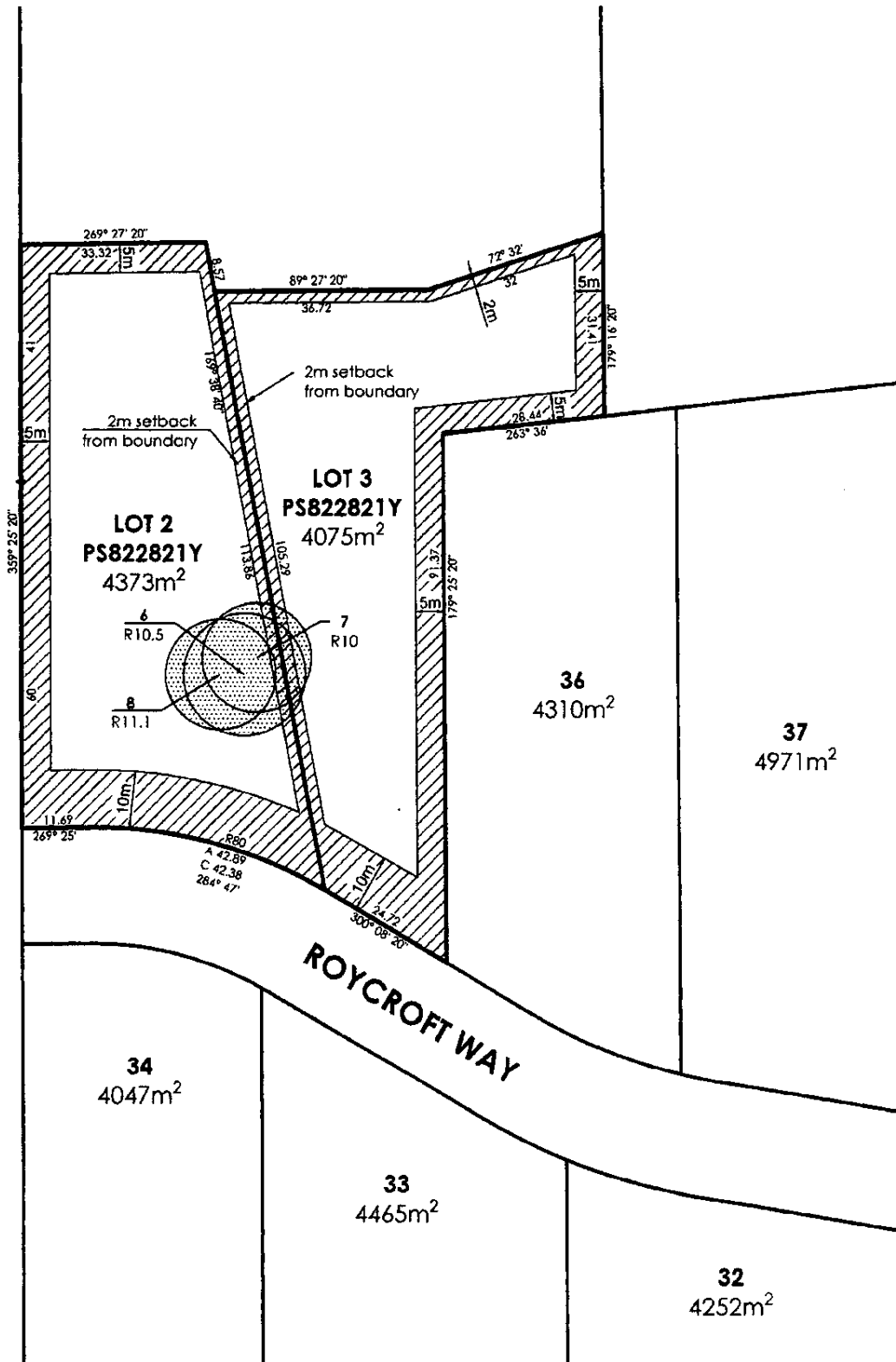
Perkins Street, Alexandra
.....
(Usual address)

AS731013L

21/11/2019 \$98.50 183A



ANNEXURE B
(Amended Plan for Lot 35)



Millar | Merrigan

Land Development Consultants

In reply quote: 30468 /hs:gm

3 April 2024

Murrindindi Shire Council
planning@murrindindi.vic.gov.au

Dear Sir/Madam

**Re: Address: 8 Morgan Drive, Yea
121 Racecourse Road, Yea
Application: Boundary Realignment & Covenant Variation Application**

On behalf of our client, we hereby submit a planning application for a **boundary re-alignment & variation of covenant application** at **8 Morgan Drive & 121 Racecourse Road, Yea** and attached the following supporting documentation:

- Re-subdivision Plan 30468P1_V1;
- Certificate of Title (Vol. 11548 Fol. 162);
- Certificate of Title (Vol. 09033 Fol. 098); and
- Beneficiary search by Feigl and Newell.

The following written submission seeks to address the applicable planning policies under the Murrindindi Planning Scheme.

1. Introduction

8 Morgan Drive and 121 Racecourse Road are two properties that currently share a common boundary. Both titles are contained within the Low Density Residential Zone. Each of the properties contain a single storey dwelling alongside associated outbuildings.

The proposal will see a section of the south boundary of 8 Morgan Drive be moved further north, resulting in an area of land being transferred from 8 Morgan Drive to 121 Racecourse Road. Both lots have a shared owner and this distribution of land provides a larger area of 121 Racecourse Road that fronts Morgan Drive.

Both lots are contained within the Development Plan Overlay, Schedule 2, an approved development plan was approved in April 2008 and is valid for 20 years from the approval. The boundary realignment is not contradictory to the intent of the development plan and as such the re-subdivision is permissible.

It is noted that both lots are within a designated Bushfire Prone Area. No development works are proposed and therefore no construction requirements apply.

There is no vegetation within 2 meters of any proposed boundary therefore no losses of vegetation are applicable under Clause 52.17 Native Vegetation.

A covenant AL834850G applies to the land at 8 Morgan Drive that has the following stipulations;

T (03) 8720 9500
F (03) 8720 9501
admin@millarmerrigan.com.au
millarmerrigan.com.au

Millar & Merrigan Pty Ltd ACN 005 541 668
Office 2/126 Merrindale Drive, Croydon, Victoria
Mail PO Box 247 Croydon, Victoria 3136
Ausdoc DX 13608 Croydon

Millar | Merrigan

Land Development Consultants

Covenant cont:

- (a) Erect or cause, permit or allow to be erected on the land hereby transferred any building or part of a building which was previously erected in another location or use any second hand materials whatsoever in the erection of any building on the land hereby transferred;
- (b) Erect or cause, permit or allow to be erected on the land hereby transferred any building (including garage and other usual outbuildings) unless the roof of such building be constructed of tile, slate or colourbond steel;
- (c) Erect any dwelling house, garage, shed, outbuilding or fence using other than new materials;
- (d) Erect any dwelling house which has a floor area of less than 170 square metres including the outer walls thereof, such area being calculated by excluding the area of carports, garages, terraces, pergolas or verandahs;
- (e) Erect any dwelling house unless not less than 60% of the external walls or external wall surfaces of such dwelling (excluding windows) are constructed of brick, brick veneer, brick cement render, stone, masonry or masonry veneer with texture coating and a painted or coloured exterior surface; unless the said Yea Views Estate Pty Ltd or its duly authorised agent consents in writing to some other form of construction for external walls, or some other form of cladding for external walls;
- (f) Erect any more than one dwelling house such expression to include any flat, unit or apartment;
- (g) Subdivide the land hereby transferred;
- (h) Use a carport, garage, shed or other outbuilding on the said Lot or any tent, caravan or other form of accommodation standing on the said Lot for the purposes of residential accommodation;
- (i) Use the Lot for industry or commerce;
- (i) House on the Lot an greyhounds or commercial kennels or commercial cattery
- (k) Permit to be erected on the Lot a water tank unless made from colourbond or polyethylene.

Figure 1: Excerpt of Covenant

We will propose a variation to the above covenant by removing line (g) as detailed in this report to ensure the re-subdivision is allowable.

This written submission seeks to demonstrate that the proposed boundary realignment and covenant variation application is appropriate in relation to the applicable planning policies and intentions.

2. Existing Site Conditions

This application relates to two parcels of land.

8 Morgan Drive is situated on the north side of Morgan Drive, it is an irregular shaped allotment comprising of 5790sqm with a varying length between 138.20 meters and 92.70 meters with an approximate width of between 49.02 meters and 76.38 meters.

121 Racecourse Road is situated on the south side of Racecourse Road, it is a rectangular shaped allotment comprising of 1.619ha with a north and south boundary of 102.64 meters and east and west boundary of 158.50 meters.

Both properties contain single storey dwellings and associated outbuildings. A water and drainage easement in favour of Goulburn Valley Region Water & Murrindindi Shire Council runs along the north boundary of 8 Morgan Drive (E-3).

8 Morgan Drive is currently accessed via a concrete crossing off Morgan Drive. 121 Racecourse Road is currently accessed via a gravel crossover from Racecourse Road. Both Racecourse Road and Morgan Drive are sealed roads.

The existing boundaries are currently fenced via post and wire style fencing.



Figure 2: Aerial view of the subject site. Source: google maps

2.1. Photographs



Photograph 1: Existing dwelling at 8 Morgan Drive



Photograph 2: Existing Dwelling at 121 Racecourse Road



Photograph 3: Existing access to 121 Racecourse Road to remain unchanged



Photograph 4: Existing access to 121 Racecourse Road to remain unchanged

2.2. Neighbourhood description

The land is situated in a low-density residential area in Yea, with standard residential lots situated to east and south of the parcels. Larger unsubdivided areas reside to the west but have current planning applications in place to subdivide in the future. The area north of Racecourse Road is a PPRZ. Looking further there are areas of Rural Living Zone to the west and General Residential

T (03) 8720 9500
F (03) 8720 9501
admin@millarmerrigan.com.au
millarmerrigan.com.au

Millar & Merrigan Pty Ltd ACN 005 541 668
Office 2/126 Merrindale Drive, Croydon, Victoria
Mail PO Box 247 Croydon, Victoria 3136
Ausdoc DX 13608 Croydon

Zone to the east. lots having no pattern that warrants preservation, lots in the Low-density residential zone exceed 4,000sqm in size.

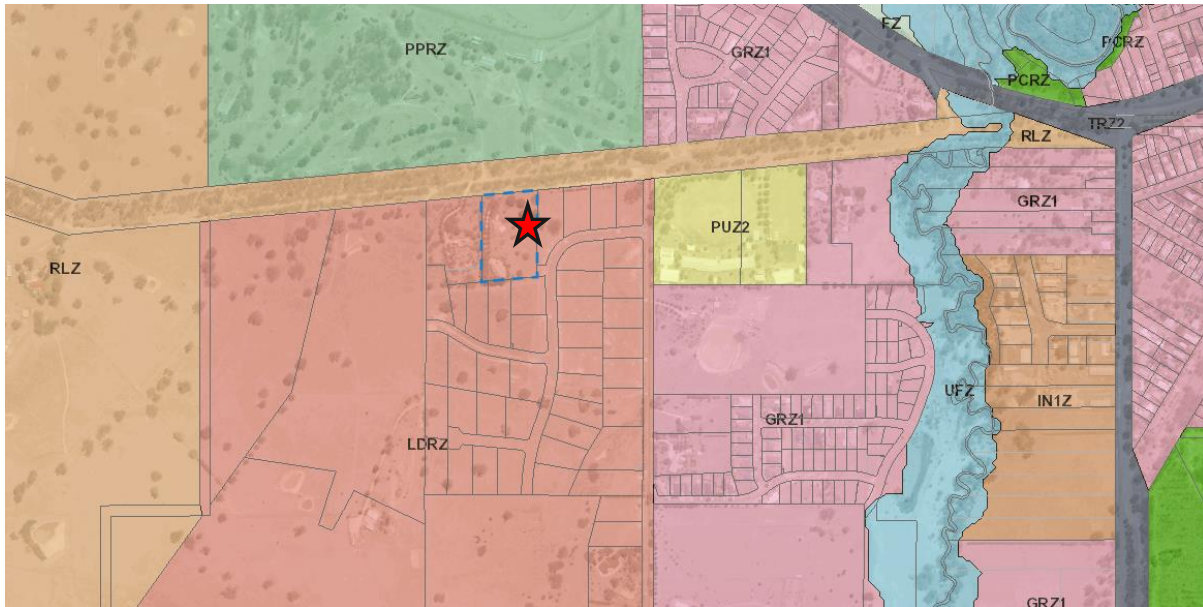


Figure 3: Land use of the subject site and neighbouring area.

3. Proposal

Given the site conditions, the existing buildings, the surrounding neighbourhood character and the applicable planning controls, it was considered appropriate to re-subdivide the land transferring a section of land sized approximately 592sqm from 8 Morgan Drive to 121 Racecourse Road. Lot 1 will comprise of 16780sqm and continue to contain the existing dwelling, associated outbuildings and access. Lot 2 will comprise of 5198sqm and continue to contain the existing dwelling, associated outbuilding and access. No trees are impacted by the proposal.

Reticulated water and mains power are available in the vicinity of the site. 8 Morgan Drive is connected to the reticulated sewer network. There is no reticulated sewer available for 121 Racecourse Road and as such wastewater will continue to be retained and treated on site. The septic system for the existing dwelling is not impacted by the re-subdivision layout and the lots is of ample size to continue to accommodate wastewater.

The existing access to both dwellings off Racecourse Road and Morgan Drive respectively are to remain unchanged.

There is no vegetation marked for removal or located within 2m of the proposed boundary.

In order to facilitate the boundary realignment, we propose that the covenant on the section of land being transferred is varied to remove line (g) so that it reads as follows;

- (a) Erect or cause, permit or allow to be erected on the land hereby transferred any building or part of a building which was previously erected in another location or use any second hand materials whatsoever in the erection of any building on the land hereby transferred;

- (b) Erect or cause, permit or allow to be erected on the land hereby transferred any building (including garage and other usual outbuildings) unless the roof of such building be constructed of tile, slate or colourbond steel;
- (c) Erect any dwelling house, garage, shed, outbuilding or fence using other than new materials;
- (d) Erect any dwelling house which has a floor area of less than 170 square metres including the outer walls thereof, such area being calculated by excluding the area of carports, garages, terraces, pergolas or verandahs;
- (e) Erect any dwelling house unless not less than 60% of the external walls or external wall surfaces of such dwelling (excluding windows) are constructed of brick, brick veneer, brick cement render, stone, masonry or masonry veneer with texture coating and a painted or coloured exterior surface; unless the said Yea Views Estate Pty Ltd or its duly authorised agent consents in writing to some other form of construction for external walls, or some other form of cladding for external walls;
- (f) Erect anymore than one dwelling house such expression to include any flat, unit or apartment;
- (g) ~~Subdivide the land hereby transferred~~ – Deleted
- (h) Use a carport, garage, shed or other outbuilding on the said Lot or any tent, caravan or other form of accommodation standing on the said Lot for the purpose of residential accommodation;
- (i) Use of the lot for industry or commerce;
- (j) House on the Lot an greyhounds or commercial kennels or commercial cattery
- (k) Permit to be erected on the Lot a water tank unless made from colourbond or polyethylene.

4. Planning Policy Framework

The following is an outline of the planning policy framework relevant to the site. A comprehensive analysis of the proposal against this matrix of applicable policy is provided below.

Zoning

Clause 32.03 Low Density Residential Zone

Overlays

Clause 43.04 Development Plan Overlay, Schedule 2

Planning Policy Framework

Clause 12 Environmental and Landscape Values

Clause 13.02-1(S) Bushfire Planning

Other Requirements

Clause 65 Decision Guidelines

Planning control	Permit trigger
Clause 32.03 – LDRZ	<ul style="list-style-type: none">• Subdivision (re-subdivision of existing lots)
Clause 52.02 – Easements, Restrictions and Reserves	<ul style="list-style-type: none">• To create, vary or remove an easement or restriction

4.1. Zoning

The property is contained within the Low Density Residential Zone which seeks:

- To implement the Municipal Planning Strategy and the Planning Policy Framework.
- To provide for low-density residential development on lots which, in the absence of reticulate sewerage, can treat and retain all wastewater.

Pursuant to Clause 32.03-3 a permit is required to subdivide land and each lot must be at least the area specified for the land in a schedule to this zone. Any area specified must be at least:

- 1 hectare, unless lots 0.4 hectares or larger are in accordance with a Land Capability Assessment approved by the responsible authority that complies with the EPA publication 746.1 Land Capability Assessment for Onsite Domestic Wastewater Management, March 2003 and the Septic Tanks Code of Practice, March 2003

Pursuant to Clause 32.03-5 an application must be accompanied by a site analysis, documenting the site in terms of landform, vegetation coverage and the relationship with surrounding land, and a report explaining how the proposed subdivision has responded to the site analysis. The report must:

- In the absence of reticulated sewerage, include a Land Capability Assessment on the risks to human health and the environment of an on-site wastewater management system constructed, installed or altered on the lot in accordance with the requirements of the Environment Protection Regulations under the Environment Protection Act 2017.
- Show for each lot:
 - A building envelope and driveway to the envelope.
 - Existing vegetation.
 - In the absence of reticulated sewerage, an effluent disposal area.
- Show how the proposed subdivision relates to the existing or likely use and development of adjoining and nearby land.

Response – LDRZ:

- A permit is triggered under the zone for a subdivision, which includes re-subdivision of a common boundary. The proposed realignment abides by the objectives of the Low Density Residential Zone. There are no additional lots or dwellings proposed, the current dwelling density will remain consistent.
- The schedule to the zone requires a minimum lot size of 1 hectare, unless lots 0.4 hectares or larger are in accordance with a Land Capability Assessment. Both lots will continue to exceed 0.4 hectares in size.
- Proposal will result in allotments of 16780sqm and 5198sqm. The re-alignment will have no resulting impact on the surrounding neighbourhood character as it's not highly visible from the public realm.
- Each of the existing dwellings, associated outbuildings and access arrangements are to remain.
- No vegetation removal is proposed and there is no vegetation located within 2m of the new boundary.

4.2. Overlays

The site is covered by Development Plan Overlay, Schedule 2 (Clause 43.04) which outlines requirements before a permit is granted, conditions for permits and requirements for a Development Plan.

The Racecourse Road and Lawrances Road Development Plan was approved by Council in April 2008 and expires 20 years from the date of approval. The development plan is designed to guide and coordinate the subdivision and development of the land within the overlay. It is noted that the land at 8 Morgan Drive has already been developed in accordance with the plan.

Pursuant to Section 2 of the Schedule, before any new use development or subdivision commences, a development plan must be prepared and approved by the responsible authority. A permit may however be granted before a development plan has been prepared for:

- *Subdivision of the land into two allotments or re-subdivision of existing allotments.*

The Racecourse Road and Lawrances Road Development Plan (April 2008) states the following:

- An application for a planning permit must be assessed against the requirements of Clause 32.03-3 and Clause 56.07-1 to 56.07-4.
- Residential lots must be at least 0.4 ha.
- If reticulated sewer is not available all waste-water must be treated and retained on site in accordance with State Environment Protection Policy requirements.

It is noted that there are development guidelines however these have no bearing on this boundary realignment application.

When considering an application for a planning permit is 'generally' in accordance with the approved development plan, the responsible authority must consider:

- Whether the proposal retains the ability to fully subdivide and develop either now or in the future in accordance with the applicable zone;
- Meets the objectives, conditions and general layout of the approved development plan.

Response – DPO2:

- The site is subject to the *Racecourse Road and Lawrances Road Development Plan (April 2008)*.
- The boundary realignment is not contradictory to the intent of the Development Plan in that it does not impact the ability to further subdivide and develop any land either now or in the future, and as such the re-subdivision is permissible.
- No change in vehicular access is proposed for either property. The re-subdivision will allow 121 Racecourse Road to have increased abuttal to Morgan Drive.
- No native vegetation is impacted by the re-subdivision.
- The re-subdivision ensures both lots continue to meet the minimum lot size of 0.4ha as required by Clause 32.03-3.
- The lots are already connected to reticulated water.
- Existing drainage connections and arrangements are unchanged by the boundary realignment.
- 8 Morgan Drive is connected to reticulated sewer. 121 Racecourse Road is not connected to reticulated sewer but is large enough to continue to treat wastewater on site.

- Given the simplicity of the proposal, a formal Site & Context and Design Response is not considered necessary (in accordance with Clause 56.01). The proposal is wholly consistent with the site's context and imposing planning controls.
- The proposal has considered and responds appropriately to the applicable requirements under Clause 56 - Residential Subdivision.

1. Planning Policy Framework

The PPF seeks to ensure that:

The objectives of Planning in Victoria are fostered through appropriate land use and development planning policies and practices which investigate relevant environmental, social and economic factors in the interests of net community benefit and sustainable development.

Integrated decision making in part states that:

Planning authorities and responsible authorities should endeavour to integrate the range of policies relevant to the issues to be determined and balance conflicting objectives in favour of net community benefit and sustainable development for the benefit of present and future generations.

The Planning Policy Framework is structured around the following themes, those relevant to this application are discussed below:

1.1. Environmental & Landscape Values (Clause 12)

States that; Planning should help to protect the health of ecological systems and the biodiversity they support (including ecosystems, habitats, species and genetic diversity) and conserve areas with identified environmental and landscape values

Response – Environment & Landscape:

There are no trees required to be removed from the site to facilitate the proposed re-subdivision, there is no vegetation within 2m of the proposed boundary as such there is no incidental loss of vegetation and Clause 52.17 does not apply.

1.2. Environmental Risks & Amenity (Clause 13)

Natural hazards and climate change (13.01-1S)

Objective:

To minimise the impacts of natural hazards and adapt to the impacts of climate change through risk-based planning.

Bushfire Planning (13.02-1S)

This policy must be applied to all planning and decision making under the Planning and Environment Act 1987 relating to land that is within a designated bushfire prone area.

Objective:

To strengthen the resilience of settlements and communities to bushfire through risk-based planning that prioritises the protection of human life.

Response – Environmental Risks & Amenity:

The subject site is located with a Designated Bushfire Prone Area. The building regulations provide suitable control for any future buildings given the presence of the BPA and there are no subdivision requirements applicable.

2. Particular Provisions

2.1. Easements, Restrictions & Reserves (Clause 52.02)

This Clause seeks:

To enable the removal and variation of an easement or restrictions to enable a use or development that complies with the planning scheme after the interests of affected people are considered.

Pursuant to 52.02, a permit is required before a person proceeds:

Under Section 23 of the Subdivision Act 1988 to create, vary or remove an easement or restriction or vary or remove a condition in the nature of an easement in a Crown grant.

Under Section 24A of the Subdivision Act 1988.

Response – Easements, Restrictions and Reserves:

- We are proposing to vary the covenant restriction that currently exists on 8 Morgan Drive to allow the re-subdivision to proceed. We are seeking to amend the covenant to remove line (g) so it reads as follows;
 - (a) Erect or cause, permit or allow to be erected on the land hereby transferred any building or part of a building which was previously erected in another location or use any second hand materials whatsoever in the erection of any building on the land hereby transferred;
 - (b) Erect or cause, permit or allow to be erected on the land hereby transferred any building (including garage and other usual outbuildings) unless the roof of such building be constructed of tile, slate or colourbond steel;
 - (c) Erect any dwelling house, garage, shed, outbuilding or fence using other than new materials;
 - (d) Erect any dwelling house which has a floor area of less than 170 square metres including the outer walls thereof, such area being calculated by excluding the area of carports, garages, terraces, pergolas or verandahs;
 - (e) Erect any dwelling house unless not less than 60% of the external walls or external wall surfaces of such dwelling (excluding windows) are constructed of brick, brick veneer, brick cement render, stone, masonry or masonry veneer with texture coating and a painted or coloured exterior surface; unless the said Yea Views Estate Pty Ltd or its duly authorised agent consents in writing to some other form of construction for external walls, or some other form of cladding for external walls;
 - (f) Erect anymore than one dwelling house such expression to include any flat, unit or apartment;
 - (g) Deleted
 - (h) Use a carport, garage, shed or other outbuilding on the said Lot or any tent, caravan or other form of accommodation standing on the said Lot for the purpose of residential accommodation;

T (03) 8720 9500

F (03) 8720 9501

admin@millarmerrigan.com.au

millarmerrigan.com.au

Millar & Merrigan Pty Ltd ACN 005 541 668

Office 2/126 Merrindale Drive, Croydon, Victoria

Mail PO Box 247 Croydon, Victoria 3136

Ausdoc DX 13608 Croydon

- (i) Use of the lot for industry or commerce;
- (j) House on the Lot an greyhounds or commercial kennels or commercial cattery
- (k) Permit to be erected on the Lot a water tank unless made from colourbond or polyethylene.

3. Clause 65

Before deciding on an application or approval of a plan, the responsible authority must consider a series of matters and these seek to ensure good decision making. In addition to consideration of applicable policies and strategies as outlined in this report, the responsible authority must make a judgement on whether a proposal presents an appropriate outcome with respect to amenity, land use conflicts, environmental aspects and the orderly planning of the wider area.

It is submitted that this proposal responds to policy requirements and specific opportunities and constraints to offer an outcome that will make a positive contribution to the municipality. There are no fundamental shortfalls in the matters to be considered and as such we consider approval of this application to be an example of good decision making.

4. Conclusion

For the reasons detailed in the body of this report, we submit that the proposed re-subdivision and covenant variation is appropriate for the following reasons:

- The layout is in accordance with the Low-Density Residential Zone. There will be no additional lots created through the re-alignment.
- The proposal is not contradictory to the requirements of the Development Play Overlay.
- A variation to the covenant is required to execute a re-subdivision of the shared boundary.

We trust that the submitted information is acceptable and look forward to the progression of this application. If you have any further queries regarding this matter please don't hesitate to contact the undersigned.

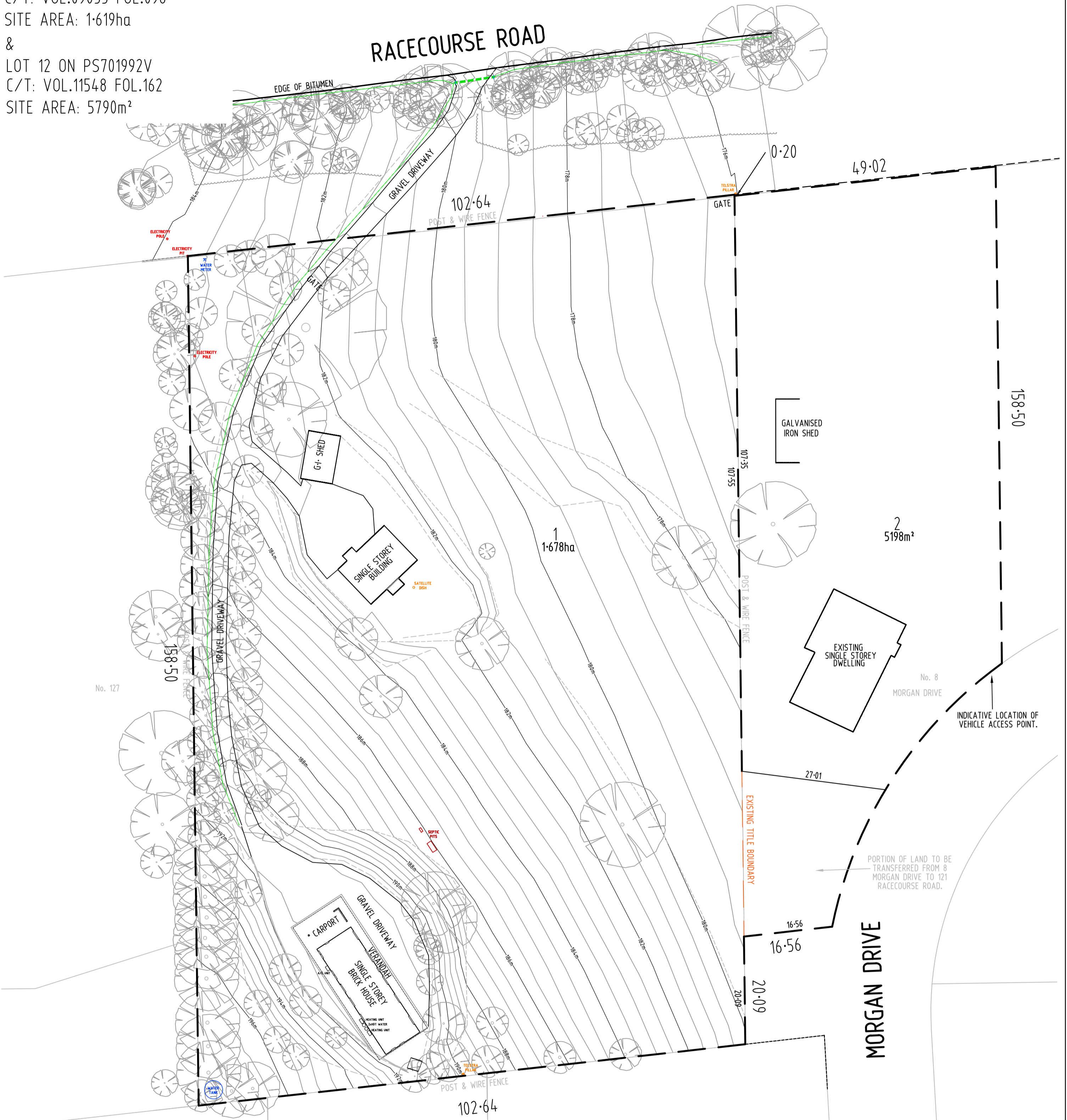
Yours faithfully
Millar | Merrigan

HAYLEY SCOTT SMITH
Project Manager – Planning & Urban Design

t 03 8720 9518
e hscottsmith@millarmerrigan.com.au

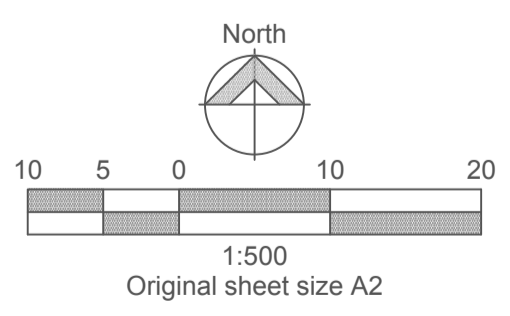
Yours faithfully
Millar | Merrigan

LOT 5 ON LP111368
 C/T: VOL.09033 FOL.098
 SITE AREA: 1.619ha
 &
 LOT 12 ON PS701992V
 C/T: VOL.11548 FOL.162
 SITE AREA: 5790m²



8 MORGAN DRIVE HAS NOT BEEN SURVEYED AND THE EXISTING DWELLING LOCATION IS INDICATIVE ONLY.
 ALL EXISTING BUILDINGS TO BE RETAINED.
 BEARINGS AND DIMENSIONS SHOWN ON THIS PLAN REPRESENT SITE BOUNDARIES AS SHOWN IN LP111368 AND PS701992V. SITE BOUNDARIES HAVE NOT BEEN DETERMINED BY A SURVEY AND THE FIGURE SHOWN IS INDICATIVE ONLY.
 DIMENSIONS HEREON ARE SUBJECT TO SURVEY.
 THIS PLAN IS SUBJECT TO THE APPROVAL OF VARIOUS STATUTORY AUTHORITIES.
 CONTOURS SHOWN HEREON HAVE BEEN INTERPOLATED FROM ON-SITE LEVELS TAKEN IN METRES AND DECIMALS TO THE AUSTRALIAN HEIGHT DATUM ON 16/08/2023.
 CONTOUR VERTICAL INTERVAL 0.50 METRES.

No.	Revision Description	Drawn	App'd	Date
1	Prepared as part of planning application	JSLY	AHW/SC	February 2024



Millar & Merrigan authorize the use of this drawing only for the purpose described by the status stamp shown below. This drawing should be read in conjunction with all relevant contracts, specifications, reports & drawings.
 © Millar & Merrigan Pty. Ltd.
TO BE APPROVED

Millar | Merrigan
 Land Development Consultants

Civil Engineering
 Land Surveying
 Landscape Architecture
 Project Management
 Town Planning
 Urban Design
 SAI GLOBAL Quality ISO 9001

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

RESUBDIVISION PLAN
 8 Morgan Drive &
 121 Racecourse Road, Yea
 Shire of Murrindindi
30468P1
 Version 1
 Sheet 1 of 1