

## NOTICE OF AN APPLICATION FOR PLANNING PERMIT

The land affected by the application is located at:	5 Drake Court, Bunyip VIC 3815 V6883 F454 CA 34B Parish of Bunyip
The application is for a permit to:	Use and Development of land for a Dwelling and Buildings and Works (Earthworks and Construction of a Shed)
The applicant for the permit is:	Nobelius Land Surveyors
The application reference number is:	T240023
You may look at the application and any documents that support the application at the office of the Responsible Authority:	Cardinia Shire Council 20 Siding Avenue Officer 3809  This can be done during office hours and is free of charge.  Documents can also be viewed on Council's website: <a href="https://www.cardinia.vic.gov.au/advertisedplanningapplications">https://www.cardinia.vic.gov.au/advertisedplanningapplications</a>

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, at Cardinia Shire Council, PO Box 7, Pakenham, Vic, 3810 or email at [mail@cardinia.vic.gov.au](mailto:mail@cardinia.vic.gov.au).
  - \* include the name and address of the objector/ submitter.
  - \* include the application number and site address.
  - \* include the reasons for the objection, and
  - \* state how the objector would be affected.

The Responsible Authority will not decide on the application before:	02 May 2024
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If you object, the Responsible Authority will tell you its decision.

Please be aware that copies of objections/submissions received may be made available to any person for the purpose of consideration as part of the planning process.

For additional information or advice contact Cardinia Shire Council, Planning Department on 1300 787 624 or [mail@cardinia.vic.gov.au](mailto:mail@cardinia.vic.gov.au).

Your objection/submission and personal information is collected by Cardinia Shire Council for the purposes of the planning process as set out in the *Planning and Environment Act 1987*. If you do not provide your name and address, Council will not be able to consider your objection/submission. Your objection/submission will be available free of charge at the Council office for any person to inspect and copies may be made available on request to any person for the relevant period set out in the *P&E Act*. You must not submit any personal information or copyright material of third parties without their informed consent. By submitting the material, you agree that the use of the material as detailed above does not breach any third party's right to privacy and copyright.

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Planning Enquiries  
 Phone: 1300 787 624  
 Web: [www.cardinia.vic.gov.au](http://www.cardinia.vic.gov.au)

# Application for a Planning Permit

If you need help to complete this form, read MORE INFORMATION at the end 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 questions, 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.

**i** Click for further information.

## The Land **i**

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

**Street Address \***

Unit No.: -	St. No.: 9	St. Name: KNIGHTS COURT
Suburb/Locality: TYNONG		Postcode: 3813

**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.: 5  Lodged Plan  Title Plan  Plan of Subdivision

OR

B

## 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.

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

Construct horse stable barn with tack room, feed room, wash bay and store rooms.

Construct Machinery shed for associated vehicles and equipment.

Construct new residence.

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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.

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

Cost \$ 540,000 - 00

**⚠** 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](http://www.sro.vic.gov.au) for information.

## Existing Conditions i

### 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.

Vacant.

PRC have approved development

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

## Title Information i

### 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 i

Provide details of the applicant and the owner

### Applicant \*

The person who wants the permit.

Please provide at least one contact phone number \*

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

**Name:**

**Title:**

**Org:**

**Postal:**

**Unit:**

**Sub:**

**Contact:**

**Bus:**

**Mo:**

**Contact:**  Same as applicant

**Name:**

**Title:**  **First Name:**  **Surname:**

**Organisation (if applicable):**

**Postal Address:**  **If it is a P.O. Box, enter the details here:**

**Unit No.:**  **St. No.:**  **St. Name:**

**Suburb/Locality:**  **Stato:**  **Postcode:**

### 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.

Same as applicant

**Name:**

**Title:**

**Org:**

**Postal:**

**Unit:**

**Sub:**

**Contact:**

**Bus:**

**Mo:**

**Contact:**  Same as applicant

**Name:**

**Title:**  **First Name:**  **Surname:**

**Organisation (if applicable):**

**Postal Address:**  **If it is a P.O. Box, enter the details here:**


**Unit No.:**  **St. No.:**  **St. Name:**

**Suburb/Locality:**  **Stato:**  **Postcode:**



## 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.



## Need help with the Application?

General information about the planning process is available at [planning.vic.gov.au](http://planning.vic.gov.au)

Contact Council's planning department to discuss the specific requirements for this application and obtain a planning permit checklist. Insufficient or unclear information may delay your application.

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



No



Yes

If 'Yes', with whom?:

Date:

day / month / year

## Checklist

Have you:

Filled in the form completely?

Paid or included the application fee?



Most applications require a fee to be paid. Contact Council to determine the appropriate fee.



Provided all necessary supporting information and documents?



A full, current copy of title information for each individual parcel of land forming the subject site.



A plan of existing conditions.



Plans showing the layout and details of the proposal.



Any information required by the planning scheme, requested by council or outlined in a council planning permit checklist.



If required, a description of the likely effect of the proposal (for example, traffic, noise, environmental impacts).



If applicable, a current Metropolitan Planning Levy certificate (a levy certificate expires 90 days after the day on which it is issued by the State Revenue Office and then cannot be used). Failure to comply means the application is void.

Completed the relevant council planning permit checklist?

Signed the declaration?

## Lodgement

Lodge the completed and signed form, the fee and all documents with:

Cardinia Shire Council  
PO Box 7  
Pakenham VIC 3810

In person: 20 Siding Avenue, Officer

**Contact information:**

Telephone: 1300 787 624

Email: [mail@cardinia.vic.gov.au](mailto:mail@cardinia.vic.gov.au)

DX: 81006

Deliver application in person, by post or by electronic lodgement.

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Cardinia Shire Council

31st January 2024

PO Box 7

Pakenham Vic 3810

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Re: Application for Planning permit Lot 5 Number 9 Knights Court Tynong 3813

Proposed buildings are to be used for horse stabling via vented barn and separate machinery / equipment storage shed. Provision for staff toilets and laundry for horse rugs, towels etc.

Reference to be made in relation to current TP application T230449.

Operating times: Stable days start at 5am and finish by 5pm. Seven days a week. Up to six staff members would be on site at sometimes of the day. Transport of goods is between 8am and 4pm Monday to Friday. Stable noise with horses as per others stables in the Court. Artificial lighting will be used around stables in the morning but should not be emitted to other properties. Artificial lighting is required inside and outside the stables, between buildings and along the horse path for safe movement of horses and staff in the early mornings. Wastewater to be controlled into sewer system and manure to be collected into bins and removed from site.

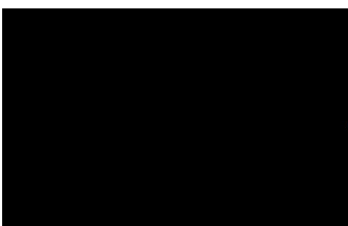
Compliance with the EMP – Pakenham Racecourse, Tynong. Plans are enclosed showing all details as required in the EMP. Including:

- Signage ; Fencing; Temporary facilities
- Temporary roads will not be required
- Horse paths and pedestrian movement roads/paths including construction types. This work completed by PRC.
- Fencing around horse access paths, this work has been completed by Pakenham Racing Club.

In addition:

- All staff to be supplied with document for reporting environmental hazards. All audits to be conducted as detailed in the EMP
- MSDS to be retained on site by each Project Manager. All workers to be trained in use of chemicals and dealing with spills, and records of training to be attached to weekly audit checklist.
- All workers to undergo site induction including familiarisation with the EMP. Training report to be submitted to the PRC.

An Environmental Emergency Plan will be submitted to all Project Managers.



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

VOLUME 11572 FOLIO 455

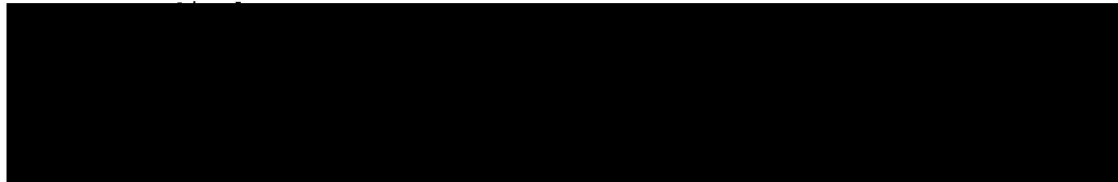
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**LAND DESCRIPTION**

Lot 5 on Plan of Subdivision 705124C.  
PARENT TITLE Volume 11570 Folio 594  
Created by instrument PS705124C 25/05/2015

**REGISTERED PROPRIETOR**



**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AX070975M 21/07/2023  
COMMONWEALTH BANK OF AUSTRALIA

COVENANT PS705124C 25/05/2015

COVENANT AM671002A 01/04/2016

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  
AK987240N 26/03/2014

AGREEMENT Section 173 Planning and Environment Act 1987  
AL019109F 10/04/2014

**DIAGRAM LOCATION**

SEE PS705124C 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: 9 KNIGHTS COURT TYNONG VIC 3813

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA  
Effective from 21/07/2023

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

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DOCUMENT END

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# Imaged Document Cover Sheet

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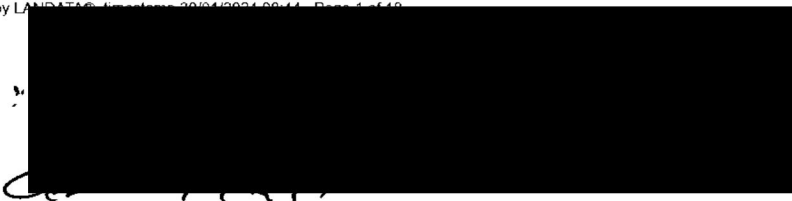
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Application by  
Responsible Authority,  
Relevant Authority,  
Referral Authority or Council  
for the making of a recording of an  
agreement  
Section 181(1) Planning and Environment Act 1987

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Lodged by:  
Name: Norton Rose Fulbright Australia  
Phone: 8686 6000  
Address: RACV Tower, 485 Bourke Street, Melbourne  
Ref: 2786680  
Customer Code: ~~1035773~~ 1724X

**Privacy Collection Statement**  
The information from this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry.

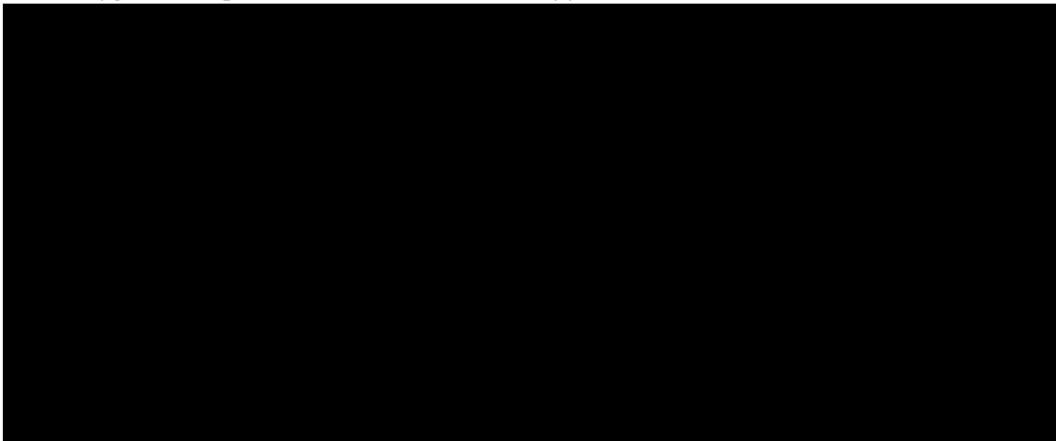
The Authority having made an agreement referred to in section 181(1) of the **Planning and Environment Act 1987** requires a recording to be made in the Register for the land.

Land: Certificate of Title Volume 11273 Folio 632;  
Certificate of Title Volume 11377 Folio 901; and  
Certificate of Title Volume 11388 Folio 083-002.

Authority: Cardinia Shire Council

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

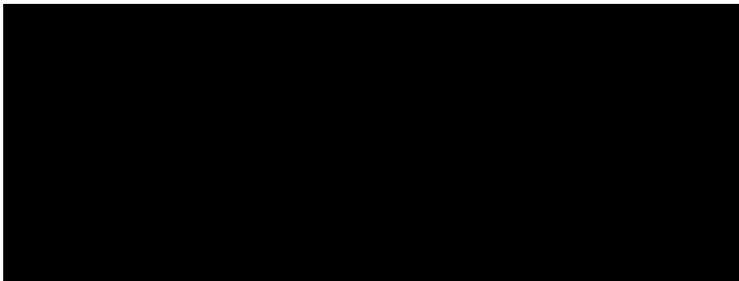
A copy of the Agreement is attached to this Application.



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## Planning agreement

### Parties

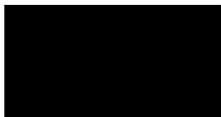
#### **Cardinia Shire Council**

#### **Melbourne Water Corporation**

ABN 81 945 386 953

#### **Pakenham Racing Club Inc**

ABN 64 884 966013



Norton Rose Fulbright Australia  
RACV Tower, 485 Bourke Street, Melbourne VIC 3000  
Website: [www.nortonrosefulbright.com](http://www.nortonrosefulbright.com)  
Our ref: 2786680

**AK987240N**



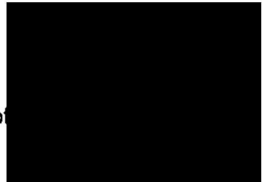
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**This agreement** is made the *18* day of *MARCH 2014* pursuant to Section 173 of *Planning and Environment Act 1987 (Act)*



**Parties:**

**Cardinia Shire Council**, Henty Way, Pakenham in the State of Victoria  
**(Responsible Authority)**

**Melbourne Water Corporation**  
of 990 La Trobe Street, Docklands in the State of Victoria  
**(Melbourne Water)**

**Pakenham Racing Club Inc ABN 64 884 966013** of Nar Nar Goon – Longwarry  
Road, Tynong in the State of Victoria  
**(Owner)**

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**Recitals:**

- A** The Responsible Authority is responsible for the administration and enforcement of the Planning Scheme pursuant to the provisions of the Act.
- B** The Owner is the registered proprietor or entitled to be registered as the proprietor of an estate in fee simple of the land described in:
  - (1) Certificate of Title Volume 11273 Folio 632, Lot 2 on Plan of Subdivision 637525K, generally known as Chippendale Road, Nar Nar Goon, in the State of Victoria;
  - (2) Certificate of Title Volume 11377 Folio 901, land in Plan of Consolidation 371889M, generally known as 15 Chippendale Road, Tynong, in the State of Victoria ; and
  - (3) Certificate of Title Volume 11388 Folio 082, generally known as 15 Chippendale Road, Tynong, in the State of Victoria (**Land**).
- C** The Land is subject to the following registered mortgages in favour of the Mortgagee:
  - (1) No.AJ511895C;
  - (2) No.AJ511914B;
  - (3) No.AJ853389J;
  - (4) No.AJ511899T;
  - (5) No.AJ511910K; and
  - (6) No.AJ511913D

The Mortgagee has consented to the Owner entering into this Agreement.
- D** On 18 August 2011 the Responsible Authority issued Planning Permit No. T110056 (**Planning Permit**).
- E** This Agreement arises from the requirements of conditions 75 and 76 of the Planning Permit.
- F** Condition 75 of the Planning Permit provides as follows:



*Prior to the Certification a Drainage Strategy for the entire site must be submitted and approved by Melbourne Water detailing the proposed alignment for the 1 in 5 years ARI flows and drainage infrastructure and the overland flow path directions for the 1 in 100 year ARI flood event. This strategy is to include the proposed fill or floor levels for the future allotments.*

**G** Condition 76 of the Planning Permit provides as follows:

*Prior to Statement of Compliance for the subdivision a section 173 agreement is required between the Owner, the Responsible Authority and Melbourne Water to ensure that the minimum lot and floor levels are attained.*

**H** The parties enter into this Agreement to facilitate the requirements referred to in Recitals F and G above.

**It is agreed**

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**1 Definitions**

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

- (1) **Act** means the *Planning and Environment Act 1987*;
- (2) **Agreement** means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement;
- (3) **Applicable Flood Level** means the 1 in 100 year flood level for the Land as shown on the "Pakenham Racing Club – Nar Nar Goon – Longwarry Road, Tynong -100 Year Inundation Plan" drawing No. 70706IP01 dated 28 February 2013 annexed to this Agreement at Annexure 1 as amended from time to time;
- (4) **Ararat Creek** is the waterway named Ararat Creek as shown on the Draft Plan of Subdivision;
- (5) **Building** has the same meaning as in the Act;
- (6) **Draft Plan of Subdivision** means the draft plan of subdivision Reference 9889 Version E prepared by Nobelius Land Surveyors attached at Annexure 5;
- (7) **Drainage Strategy** means the document entitled "Pakenham Racing Club at Tynong – Stormwater Masterplan" dated May 2011 and attached to this Agreement at Annexure 2 as amended from time to time;
- (8) **Drainage Works** means the drainage works described in the Drainage Strategy;
- (9) **Flood Level associated with the Swales** means the flood level for the Swales as shown on the plan which is Annexure 1;
- (10) **Flood Level associated with the Wetland System** means the flood level for the Wetland System as shown on the plan which is Annexure 1;
- (11) **Floor Level** means the finished floor level of a Building constructed on the Land or any part of the Land;
- (12) **GST Act** means the *A New GST Tax System (Goods and Services Tax) Act 1999* (Cth) as amended from time to time;
- (13) **Land** means the land described in Recital B;

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- (14) **Maintenance Schedule** means the document entitled "Pakenham Race Course Wetland and Storage – Asset Management" annexed to this Agreement at Annexure 3 as amended from time to time;
- (15) **Melbourne Water** means Melbourne Water Corporation (ABN 81 945 386 953) which is a referral authority and the relevant drainage authority for the Land;
- (16) **Mortgagee** means National Australia Bank Ltd;
- (17) **Northern Boundary Drain** means the waterway marked "E-4" as shown on the Draft Subdivision Plan;
- (18) **Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Land or any part of it and includes a Mortgagee in possession;
- (19) **Planning Permit** means the Planning Permit described in Recital D including any plans endorsed pursuant to it;
- (20) **Planning Scheme** means the Cardinia Planning Scheme and any successor instrument or other planning scheme which applies to the Land;
- (21) **Responsible Authority** means Cardinia Shire 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;
- (22) **Swales** means the grass swales including vegetation and rock beaching as shown on the "Pakenham Racing Club Wetlands Asset Management Plan" Drawing No. 10706.5AMP01 Rev A dated 2 August 2012 and annexed to this Agreement at Annexure 4 as amended from time to time;
- (23) **Tribunal** means the Victorian Civil and Administrative Tribunal; and
- (24) **Wetland System** means the wetland system described in the Drainage Strategy

2 **Interpretation**

In this Agreement, unless the context indicates otherwise:

- (1) A reference to this Agreement includes any variation or replacement of it.
- (2) The singular includes the plural and the plural includes the singular.
- (3) A reference to a gender includes a reference to each other gender.
- (4) A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law.
- (5) If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- (6) A reference to a statute includes any subordinate instruments made under that statute.
- (7) A reference to a statute includes any statutes amending, consolidating or replacing that statute.
- (8) All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.

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- (9) The recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.
- (10) A reference to the Responsible Authority includes its agents, officers, employees, servants, workers and contractors.
- (11) The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Land provided that if the Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

**3 Specific Obligations of the Owner**

*Floor levels*

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3.1 The Owner agrees that:

- (1) all building pads must be filled to a minimum of 300mm above the Applicable Flood Level; and
- (2) the finished floor level of all Buildings must be a minimum of 600mm above the Flood Level associated with the Wetland System and the Flood Level associated with the Swales.

*Drainage works*

3.2 The Owner agrees that prior to practical completion or a statement of compliance being issued (whichever event occurs first), it will construct the Drainage Works on the Land in accordance with the Drainage Strategy and to the satisfaction of the Responsible Authority and Melbourne Water.

*Easement*

3.3 The Owner agrees that prior to the certification of any plan of subdivision under the Planning Permit, it will prepare and arrange for registration of a plan of subdivision creating:

- (1) a 20m wide easement benefiting Melbourne Water along the sections of the Northern Boundary Drain and the Ararat Creek which are within the Land; and
- (2) an easement benefiting Melbourne Water over the Swales

as shown on the Draft Plan of Subdivision so as to facilitate access by Melbourne Water.

*Maintenance*

3.4 The Owner will, at all times and at its own cost, maintain the Wetland System, Drainage Works and all associated works in accordance with the Maintenance Schedule to the satisfaction of Melbourne Water.

**4 Further Obligations of the Owner**

The Owner further agrees that:

**4.1 Notice and registration**

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

**4.2 Registration of Agreement**

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The Owner will do all things necessary to enable the Responsible Authority to make an application to the Registrar of Titles to make a recording of this Agreement on the Certificate of Title to the Land in accordance with Section 181 of the Act including the signing of any further agreement, acknowledgement or other document.

**4.3 Responsible Authority's and Melbourne Water's Costs to be Paid**

The Owner must pay immediately on demand the reasonable costs of the Responsible Authority and Melbourne Water of and incidental to the preparation, execution and registration, and enforcement of this Agreement.

**4.4 Indemnity**

The Owner agrees to indemnify and keep indemnified the Responsible Authority and Melbourne Water from and against all costs, expenses, losses or damages that it may sustain, incur, 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.

**4.5 Access**

The Owner must allow the Responsible Authority to enter the Land at any reasonable time to assess compliance with this Agreement.

**5 Further Assurance**

The parties to this Agreement must do or cause to be done all things that are reasonably necessary to give effect to this Agreement.

**6 Agreement under Section 173 of the Act**

The parties acknowledge and agree that this Agreement is made pursuant to Section 173 of the Act.

**7 Agreement runs with the land**

The parties acknowledge and agree that the obligations in this Agreement take effect as covenants annexed to the Land that run at law and in equity with the Land and bind the Owner.

**8 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.

**9 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 Planning Scheme.

**10 Successors in title**

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

- (1) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and



(2) execute a deed agreeing to be bound by the terms of this Agreement

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**11 Goods and Service Tax**

**11.1 Definitions and Expressions**

Expressions used in this Agreement that are defined in the *GST Act* have the same meaning as given to them in the *GST Act*, unless expressed to the contrary.

**11.2 Amounts payable do not include GST**

Each amount, of whatever description, specified as payable by one party to the other party under this Agreement is expressed as a GST exclusive amount unless specified to the contrary.

**11.3 Liability to pay any GST**

Subject to Clause 11.4, in addition to any amount payable by one party to the other party under this Agreement in respect of a taxable supply, the party liable to pay the amount ("Recipient") must pay to the other party ("Supplier") a sum equivalent to the GST payable, if any, by the Supplier in respect of the taxable supply on the date on which the amount is otherwise payable.

**11.4 Tax Invoice**

A party's right to payment under Clause 11.3 is subject to a Tax Invoice being delivered to the Recipient.

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**12 General Matters**

**12.1 Service of Notice**

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

- (1) by delivering it personally on that party; or
- (2) by sending it by pre paid post, addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- (3) by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or pre paid post.

**12.2 Time of Service**

A notice or other communication is deemed served:

- (1) if delivered personally, on the next following business day;
- (2) if posted within Australia to an Australian address, two business days after the date of posting and in any other case, seven business days after the date of posting;
- (3) if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that day;
- (4) if received after 6.00pm in the place of receipt or on a day which is not a business day, at 9.00am on the next business day.

### 12.3 No Waiver

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

### 12.4 Jurisdiction

For the purposes of this Agreement, the parties acknowledge that they are subject to the jurisdiction of the Act and the Victorian Courts for the enforcement of this Agreement.

### 12.5 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 shall be severed and the other provisions of this Agreement shall remain operative.

### 12.6 Disputes

- (1) If there is a dispute between the parties concerning the interpretation or implementation of this Agreement, that dispute may be referred to the Tribunal for resolution to the extent permitted by the Act.
- (2) If there is a dispute concerning any matter which is not referable to the Tribunal under the Act, that dispute may be 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 and Mediators, Australia or his nominee, for arbitration.
- (3) Where provision is made in this Agreement that any matter be done to the satisfaction of the Responsible Authority or any of its officers and a dispute arises in relation to such provision, the dispute may be referred to the Tribunal in accordance with Section 149(1)(b) of the Act.
- (4) The parties will be entitled to legal representation for the purposes of any arbitration or referral referred to in Clauses (2) and (3). Unless the Arbitrator, Chairman, nominee or the Tribunal otherwise directs, each party must bear its own costs.

### 12.7 No Fettering of Responsible Authority's or Melbourne Water's Powers

The parties acknowledge and agree that this Agreement does not fetter or restrict the power or discretion of the Responsible Authority or Melbourne Water 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.

### 13 Commencement of Agreement

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

### 14 Amendment

The parties may agree in writing to amend this Agreement

### 15 Counterparts

This Agreement may be executed in counterparts. Each counterpart is an original but the counterparts together are one and the same agreement. This Agreement is binding on the

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parties on the exchange of the executed counterparts. A copy of the original executed counterpart sent by facsimile machine or email:

- (1) must be treated as an original counterpart;
- (2) is sufficient evidence of the execution of the original; and
- (3) may be produced in evidence for all purposes in place of the original.

**16 Ending of Agreement**

16.1 This Agreement may come to an end by agreement between the parties in accordance with section 177(2) of the Act.

16.2 Once this Agreement ends, the Responsible Authority will, within a reasonable time, following a request from the Owner and at the cost of the Owner, complete and execute 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.

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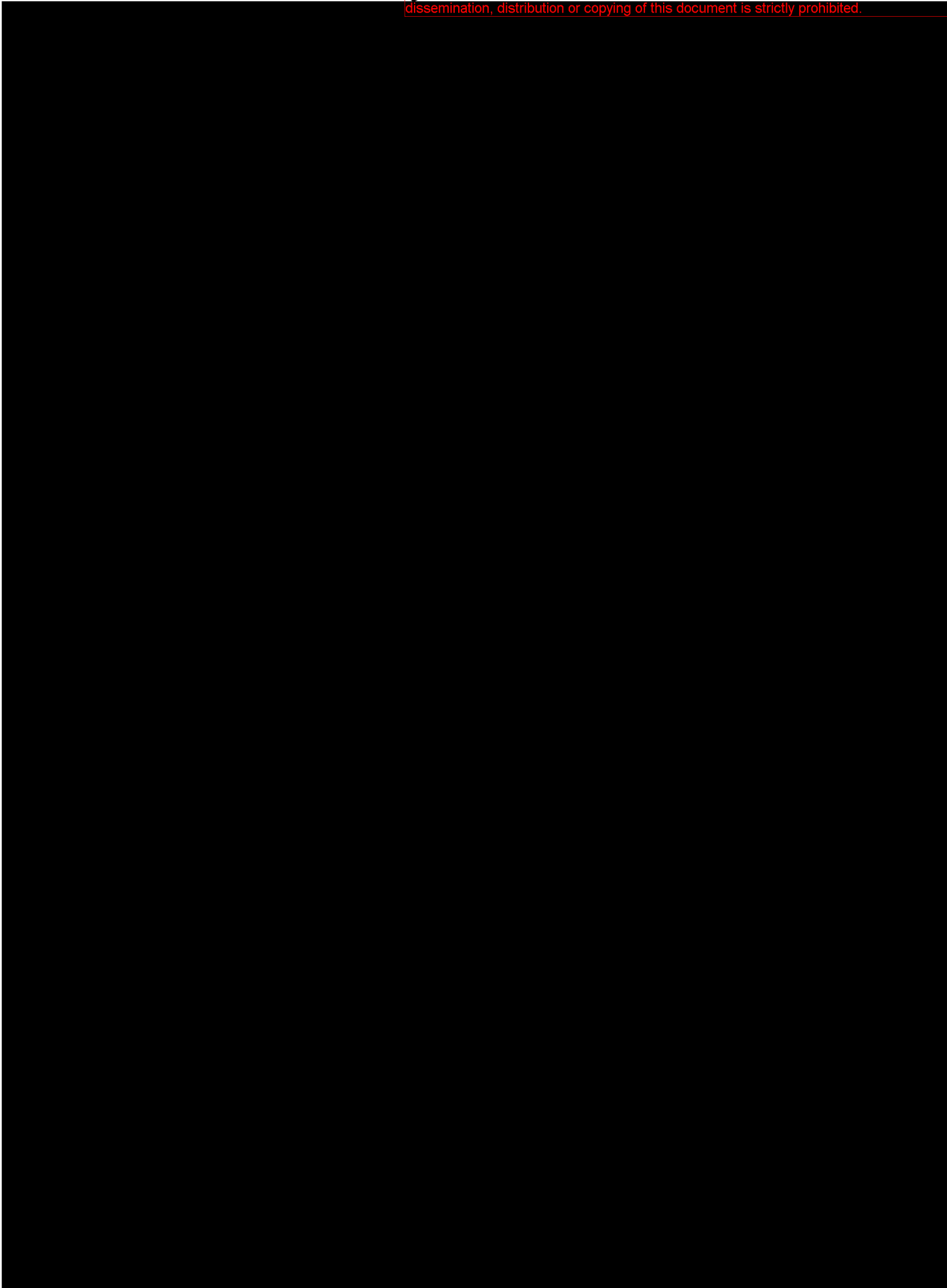
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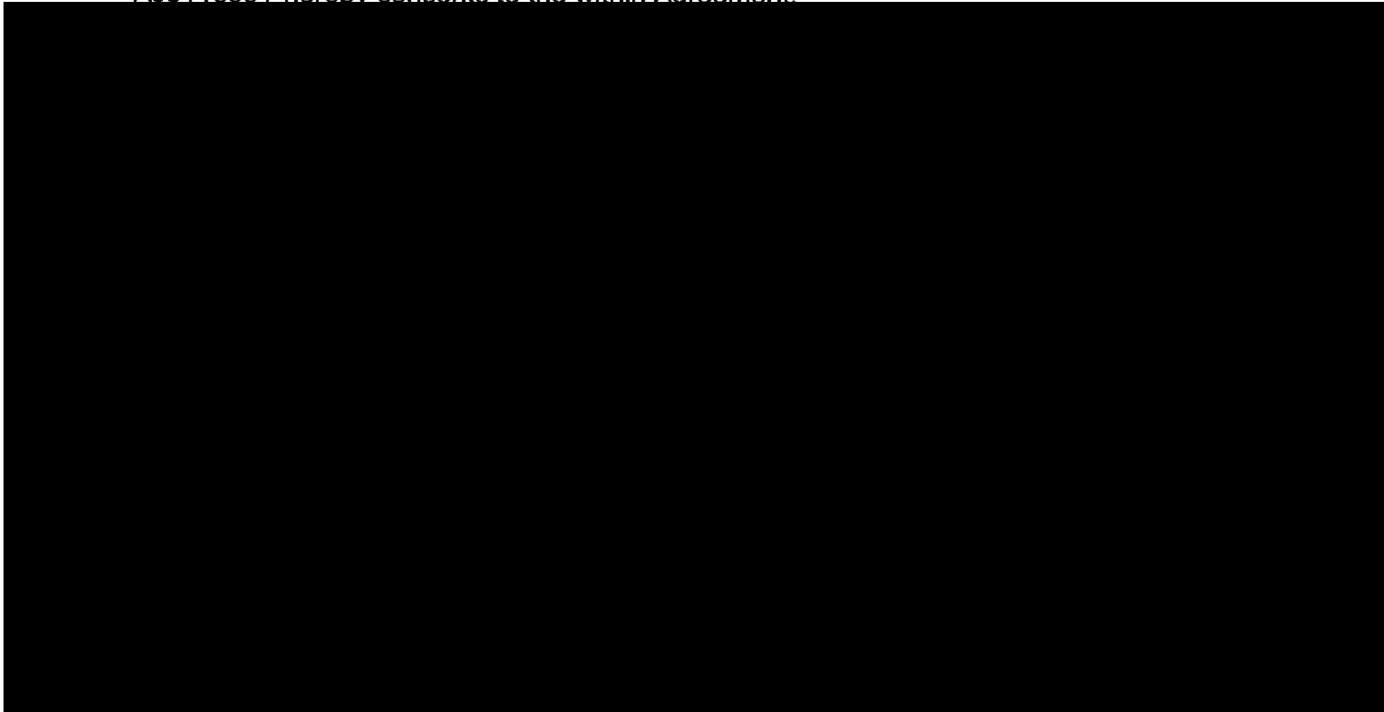
Registrar of Titles  
Land Titles Office  
Marland House  
570 Bourke Street  
MELBOURNE

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

**Registered Proprietor:** Pakenham Racing Club Inc ABN 64 884 966 013

National Australia Bank Limited A.B.N. 12 004 044 937 as Mortgagee pursuant to Registered Mortgages as to part numbered AJ511895C, AJ511909T, AJ511910K, AJ511913D, AJ511914B and AJ853389J and Registered Mortgage numbered AJ511899T hereby consents to the within Agreement.



### **Annexure 1**

Plan entitled "Pakenham Racing Club – Nar Nar Goon – Longwarry Road, Tynong – 100 Year Inundation Plan" prepared by Dalton Consulting Group and dated 29 February 2013 referred to in clause 1.

The plan which is Annexure 1 has been removed from this counterpart of the section 173 Agreement due to difficulties of the Titles Office with imaging for recording purposes.

A copy of the document identified is included in each of the counterparts to this section 173 Agreement which are held by:

- the Minister for Planning;
- the Responsible Authority;
- Melbourne Water Corporation; and
- the Owner of the Land as at the date the Agreement was executed.

A copy of the counterpart agreement together with Annexure 1 is available for inspection at the offices of the Responsible Authority during normal hours upon giving the Responsible Authority reasonable notice.

This copied document is made available for the purpose of the planning process as set out in the Planning and Environment Act 1987. The information must not be used for any other purpose. By taking a copy of this document you acknowledge and agree that you will only use the document for the purpose specified above and that any dissemination, distribution or copying of this document is strictly prohibited.

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## **Annexure 2**

Document “Pakenham Racing Club at Tynong – Stormwater Masterplan” dated May 2011, prepared by Dalton Consulting Engineering referred to in clause 1

The document which is Annexure 2 has been removed from this counterpart of the section 173 Agreement due to difficulties of the Titles Office with imaging for recording purposes.

A copy of the document identified is included in each of the counterparts to this section 173 Agreement which are held by:

- the Minister for Planning;
- the Responsible Authority;
- Melbourne Water Corporation; and
- the Owner of the Land as at the date the Agreement was executed.

This copied document is made available for the purpose of the planning process as set out in the Planning and Environment Act 1987. The information must not be used for any other purpose. By taking a copy of this document you acknowledge and agree that you will only use the document for the purpose specified above and that any dissemination, distribution or copying of this document is strictly prohibited.

A copy of the counterpart agreement together with Annexure 2 is available for inspection at the offices of the Responsible Authority during normal hours upon giving the Responsible Authority reasonable notice.



### **Annexure 3**

Document entitled "Pakenham Race Course Wetland and Storage - Asset Management referred to in clause 1.

The document which is Annexure 3 has been removed from this counterpart of the section 173 Agreement due to difficulties of the Titles Office with imaging for recording purposes.

A copy of the document identified is included in each of the counterparts to this section 173 Agreement which are held by:

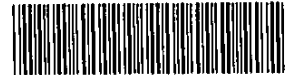
- the Minister for Planning;
- the Responsible Authority;
- Melbourne Water Corporation; and
- the Owner of the Land as at the date the Agreement was executed.

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A copy of the counterpart agreement together with Annexure 3 is available for inspection at the offices of the Responsible Authority during normal hours upon giving the Responsible Authority reasonable notice.

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#### **Annexure 4**

Plan entitled "Pakenham Racing Club – Nar Nar Goon – Longwarry Rd, Tynong – Wetlands – Asset Management Plan" Drawing No.10706.5AMP01 Rev A dated 2 February 2012

The plan which is Annexure 4 has been removed from this counterpart of the section 173 Agreement due to difficulties of the Titles Office with imaging for recording purposes.

A copy of the plan identified is included in each of the counterparts to this section 173 Agreement which are held by:

- the Minister for Planning;
- the Responsible Authority;
- Melbourne Water Corporation; and
- the Owner of the Land as at the date the Agreement was executed.

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A copy of the counterpart agreement together with Annexure 4 is available for inspection at the offices of the Responsible Authority during normal hours upon giving the Responsible Authority reasonable notice.

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## **Annexure 5**

Draft Plan of Subdivision Reference 9889 Version E prepared by Nobelius Land Surveyors.

The plan which is Annexure 5 has been removed from this counterpart of the section 173 Agreement due to difficulties of the Titles Office with imaging for recording purposes.

A copy of the plan identified is included in each of the counterparts to this section 173 Agreement which are held by:

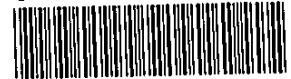
- the Minister for Planning;
- the Responsible Authority;
- Melbourne Water Corporation; and
- the Owner of the Land as at the date the Agreement was executed.

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A copy of the counterpart agreement together with Annexure 5 is available for inspection at the offices of the Responsible Authority during normal hours upon giving the Responsible Authority reasonable notice.

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# Imaged Document Cover Sheet

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# Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 *Planning and Environment Act 1987*

**AL019109F**



## Form 18

Lodged by:

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Name: MADDOCKS  
Phone: 9258 3765  
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000  
Ref: MYM:NGS:A01C:6032483  
Customer Code: 1167E

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 11377 Folio 901  
Volume 11273 Folio 632  
Volume 11388 Folio 082

Responsible Authority: Cardina Shire Council of Henty Way, Pakenham, Victoria

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

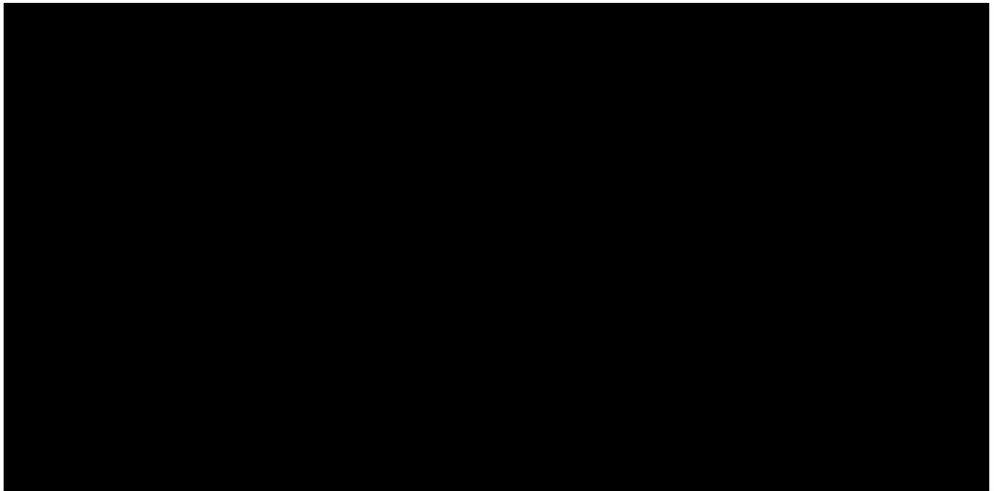
A copy of the Agreement is attached to this Application

Signature for Responsible Authority:

Full Name of Officer:

Position Held:

Date:







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**AL019109F**



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## Section 173 Agreement

**Dated** 4 / 3 /2014

---

### Parties

Name	<b>Cardinia Shire Council</b>
Address	Municipal Offices, Henty Way, Pakenham, Victoria
Short name	<b>Council</b>

Name	<b>Pakenham Racing Club Incorporated</b>
Address	Nar Nar Goon - Longwarry Road, Tynong, Victoria
Short name	<b>Owner</b>

---

### Background

- A. The Owner is entitled to be registered as proprietor of the subject land.
- B. Council is the Responsible Authority pursuant to the Act for the Scheme.
- C. The subject land is within the SUZ Schedule under the Scheme.
- D. Clause 3 of the SUZ Schedule requires the Owner to do the following:
  - D.1 obtain a planning permit for the subdivision of the subject land; and
  - D.2 as a condition of any permit for subdivision issued, enter into an agreement pursuant to section 173 of the Act that provides for or requires that the subject land must be used for the purposes of horse training and horse stabling.
- E. Planning Permit T110056 was issued by Council on 18 August 2011, subject to a condition that the Owner enter into an agreement with Council pursuant to section 173 of the Act providing for the matters set out in condition 30 of the Planning Permit.
- F. A Statement of Compliance has not been issued for the subdivision.
- G. The purpose of this Agreement is to restrict the use and development of the subject land to ensure that:
  - G.1 the Trainer Allotments are used for the purposes of horse training and horse stabling;
  - G.2 if the Trainer Allotments are used for the purposes of a Dwelling, the use is restricted; and
  - G.3 the use and development of the subject land is consistent with the purpose of the Special Use Zone (Schedule 3) of the Scheme.





## The Parties Agree

### 1. 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.

**Australian Rules of Racing** means the Rules made by the Australian Racing Board Limited dated 1 March 2013 and as may be amended from time to time.

**Balance Land** means the subject land, excluding Precinct B (denoted 'Trainer Allotments') shown on the Incorporated Plan.

**Balance Land 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 Balance Land or any part of it.

**Buildings** has the same meaning as in the Act.

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

**Club Training Rules** means the Pakenham Racing Club Rules for the Training of Horses at Pakenham Racecourse, Tynong dated 1 September 2013, and as may be amended from time to time.

**Design Guidelines** means the Pakenham Racing Club Trainers' Allotments Building Design Guidelines which are to be prepared by the Owner and approved by Council under clause 30(d) of the Planning Permit as may be amended from time to time.

**develop** and **development** have the same meaning as in section 3(1) of the Act.

**Dwelling** has the same meaning as in the Scheme.

**Environment Management Plan** means the Environment Management Plan approved by Council in accordance with clause 2.0 of the SUZ Schedule as it may be amended from time to time.

**Horse Walk Thoroughfares** means all the horse walk thoroughfares located within the subject land, as shown as carriage way easements on the Plan of Subdivision or on any further plan of subdivision which may be approved from time to time by Council in respect of a further subdivision of the subject land, and which are not included in Council's Public Roads Register.

**Incorporated Plan** means the plan referred to in clause 6.0 of the SUZ Schedule titled the 'Tynong Racecourse & Training Facility' and incorporated in the Scheme through the Schedule to clause 81.01 of the Scheme as may be amended from time to time.

**Lot** means a lot created by the subdivision of the subject land whether in accordance with the Planning Permit or otherwise.

**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 subject

land or any part of it and includes the Balance Land Owner with respect to the Balance Land and the Trainer Allotment Owner with respect to a Trainer Allotment.

**Plan of Subdivision** means the plan numbered PS 705124C showing the subdivision of the subject land as approved from time to time by Council under the Planning Permit.

**planning approval** means and includes any planning permit issued in accordance with the Act.

**Roads** means all the roads located within the subject land, as shown as roads on the Plan of Subdivision or on any further plan of subdivision which may be approved from time to time by Council in respect of a further subdivision of the subject land, and which are not included in Council's Public Roads Register.

**Scheme** means the Cardinia Planning Scheme.

**Statement of Compliance** means a statement of compliance issued by Council under the *Subdivision Act 1988*.

**subject land** means the whole of the land described in Certificates of Title Volume 11377 Folio 901, Volume 11273 Folio 632 and Volume 11388 Folio 082 being situated at and known as Tynong Racecourse and Training Facility, Nar Nar Goon-Longwarry Road, Tynong or any part of that land.

**SUZ Schedule** means Schedule 3 to the Special Use Zone of the Scheme.

**Termination Date** means the date upon which this Agreement ends in accordance with section 177(2) of the Act.

**Trainer** means a person licensed or granted a permit by a 'Principal Racing Authority' within the meaning of the Australian Rules of Racing to train horses, and includes any persons licensed to train as a training partnership and any employee of a Trainer engaged in employment in relation to horse training or horse stabling.

**Trainer Allotment** means a Lot resulting from the subdivision of that part of the subject land shown on the Incorporated Plan as Precinct B (denoted 'Trainer Allotments').

**Trainer Allotment 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 Trainer Allotment or any part of it.

**Works** has the same meaning as in the Act.

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## 2. 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 and in so far as it can be so treated, this Agreement is made pursuant to section 173 of the Act.

---

## 3. Effect of Agreement

- 3.1 This Agreement is effective from the date of the Agreement.
- 3.2 The Owner's use and development of the subject land is subject to the conditions and obligations set out in this Agreement which provide for the use or development of the subject

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land for the purposes set out in this Agreement and which are intended to achieve or advance the objectives of the Scheme.

- 3.3 The Owner's obligations will take effect as separate and several covenants which will be annexed to and run at law and equity with the subject land to bind the Owner and each successor, assign or transferee of the Owner including the registered proprietor, the mortgagee in possession and the beneficial owner for the time being of the subject land.

**4. Owner's Warranties**

Without limiting the operation or effect of this Agreement, the Owner warrants that:

- 4.1 except for the parties to this Agreement, any mortgagee who has consented to this Agreement, and any other persons disclosed in writing to the Council before the signing of this Agreement, no other person has any interest either legal or equitable in the subject land which may be affected by this Agreement or by development or use of the subject land pursuant to the Scheme or any permit or approved plan under the Scheme; and
- 4.2 the Owner has obtained all necessary authorities and consents to bind all other persons who have any interest either legal or equitable in the subject land.

**5. Successors in Title**

Without limiting the operation or effect of this Agreement, the Owner must ensure that, until this Agreement is recorded on the folio of the register which relates to the subject land, the Owner's successors in title will:

- 5.1 give effect to, do all acts and sign all documents requiring those successors to give effect to this Agreement; and
- 5.2 execute a deed agreeing to be bound by this Agreement.

**6. Covenants of Owner**

**6.1 Owner's Covenants**

The Owner covenants that:

**6.1.1 Operation and Management of the subject land**

the Owner must operate and manage the parts of the subject land which are owned by it in accordance with:

- (a) the Environment Management Plan; and
- (b) the Club Training Rules;

**6.1.2 Design Guidelines**

- (a) if the Design Guidelines have not already been approved by Council as at the date of the Agreement, the Balance Land Owner must submit the Design Guidelines to Council for Council's approval, and make any amendments necessary to obtain Council's approval of the Design Guidelines prior to a

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Statement of Compliance being issued for Stage 1 of the subdivision pursuant to the Planning Permit; and

- (b) after Council has approved the Design Guidelines the Balance Land Owner must obtain Council's prior written approval for any proposed amendments to the Design Guidelines;

**6.1.3 Use of the subject land for a Dwelling**

subject to any existing use rights which the Owner may enjoy under clause 63 of the Scheme, the only parts of the subject land which may be used for a dwelling are the Trainer Allotments and any such use must be in accordance with clause 6.2.1 and the Scheme; and

**6.1.4 Maintenance of Roads and Horse Walk Thoroughfares**

the Owner is responsible for the ongoing maintenance (including replacement where necessary) of the Roads and Horse Walk Thoroughfares, including street vegetation within the Roads reserve.

**6.2 Trainer Allotment Owner's Covenants**

The Trainer Allotment Owner covenants that with respect to the Trainer Allotment which it owns:

**6.2.1 Use and Development of the Trainer Allotment**

the Trainer Allotment:

- (a) must be used for the purposes of horse training and horse stabling in conjunction with the racecourse and training facilities on the Balance Land and must not be used for any other purpose except as set out in clause 6.2.1(b);
- (b) may only be used for the purposes of a Dwelling if the following applies:
  - (i) the Dwelling is only used in conjunction with horse training and horse stabling on the Trainer Allotment;
  - (ii) the Dwelling is occupied by a Trainer or by a Trainer and the domestic partner and dependants (if any) of the Trainer; and
  - (iii) there is only one Dwelling on the Trainer Allotment; and
- (c) may only be developed in accordance with the Design Guidelines;

**6.2.2 Ongoing management arrangements**

the Trainer Allotment Owner must operate and manage the Trainer Allotment in accordance with:

- (a) the Environment Management Plan; and
- (b) the Club Training Rules; and

**AL019109F**

10/04/2014 \$113 173



**AL019109F**



**6.3 Continuing obligation to comply with the Scheme**

For the avoidance of doubt, the requirements of the Scheme (including the SUZ Schedule provisions of the Scheme) and clause 6.2 apply and must be complied with notwithstanding any non-compliance with the obligations set out in clauses 6.1 and 6.2. If the requirements of the Scheme conflict with or are inconsistent with this Agreement, the requirements of the Scheme prevail to the extent of the conflict or inconsistency.

**6.4 Notice**

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

**6.5 Compliance**

The Owner covenants to:

- 6.5.1 comply with the requirements of all statutory authorities in relation to the development of the subject land;
- 6.5.2 comply with all statutes, regulations, local laws and planning controls in relation to the subject land; and
- 6.5.3 take all necessary steps to comply with the obligations of each clause in this Agreement.

**6.6 Registration**

The Owner covenants to:

- 6.6.1 consent to the Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the folio of the Register which relates to the subject land in accordance with section 181 of the Act; and
- 6.6.2 do all things necessary to enable the Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

**6.7 Mortgagee to be Bound**

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

**6.8 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 preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which (until paid) are and remain a charge on the subject land.

---

**7. GST**

- 7.1 In this clause words that are defined in *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning as their definition in that Act.

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- 7.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST..
- 7.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 7.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.
- 7.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 7.3.

---

**8. General**

**8.1 Further Assurance**

Each party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this Agreement.

**8.2 No Waiver**

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

**8.3 Severability**

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

**8.4 No Fettering of Council's Powers**

This Agreement does not fetter or restrict the power or discretion of the Council to make or impose requirements or conditions in connection with any use or development of the subject land or the granting of any planning approval, the approval or certification of any plans of subdivision or consolidation applicable to the subject land or the issue of a Statement of Compliance in connection with any such plans.

---

**9. Ending of Agreement**

- 9.1 This Agreement ends on the Termination Date.
- 9.2 As soon as reasonably practicable after the Termination Date, the Council will at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183(2) of the Act to cancel the recording of this Agreement on the register.

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**10. Notices**

**10.1 Service of Notice**

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

- 10.1.1 personally on the party; or
- 10.1.2 by sending it by pre-paid post, addressed to that party at that party's address specified in this document or subsequently notified to each party as that party's address for service; or
- 10.1.3 by facsimile to the person's number for service specified in this document or subsequently notified to each party.

**10.2 Time of Service**

A notice or other communication is deemed served:

- 10.2.1 if served personally, upon service;
- 10.2.2 if posted within Australia to an Australian address, 2 business days after posting and in any other case, 7 business days after posting;
- 10.2.3 if served by facsimile, 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; or
- 10.2.4 if received after 6.00 pm in the place of receipt or on a day which is not a business day, at 9.00 am on the next business day.

---

**11. Interpretation**

In this Agreement, unless expressed or implied to the contrary:

- 11.1 undefined terms or words have the meanings given in the Act or the Scheme;
- 11.2 the singular includes the plural and the plural includes the singular;
- 11.3 a reference to a gender includes a reference to the other genders;
- 11.4 a reference to a person includes a reference to a firm, corporation or other corporate body;
- 11.5 if a party consists of more than one person this Agreement binds them jointly and each of them severally;
- 11.6 a reference to a 'planning scheme' or 'the Scheme' includes any amendment, consolidation, or replacement of such scheme and any document incorporated by reference into such scheme;
- 11.7 a reference to a statute includes any statutes amending, consolidating or replacing those statutes and any regulations made under the statutes;
- 11.8 where, in this Agreement, the Council may exercise any power, duty or function, that power may be exercised on behalf of the Council by an authorised or delegated officer;

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11.9 all headings are for ease of reference only and do not affect the interpretation of this Agreement;

11.10 the Recitals to this Agreement form part of this Agreement.

**AL019109F**



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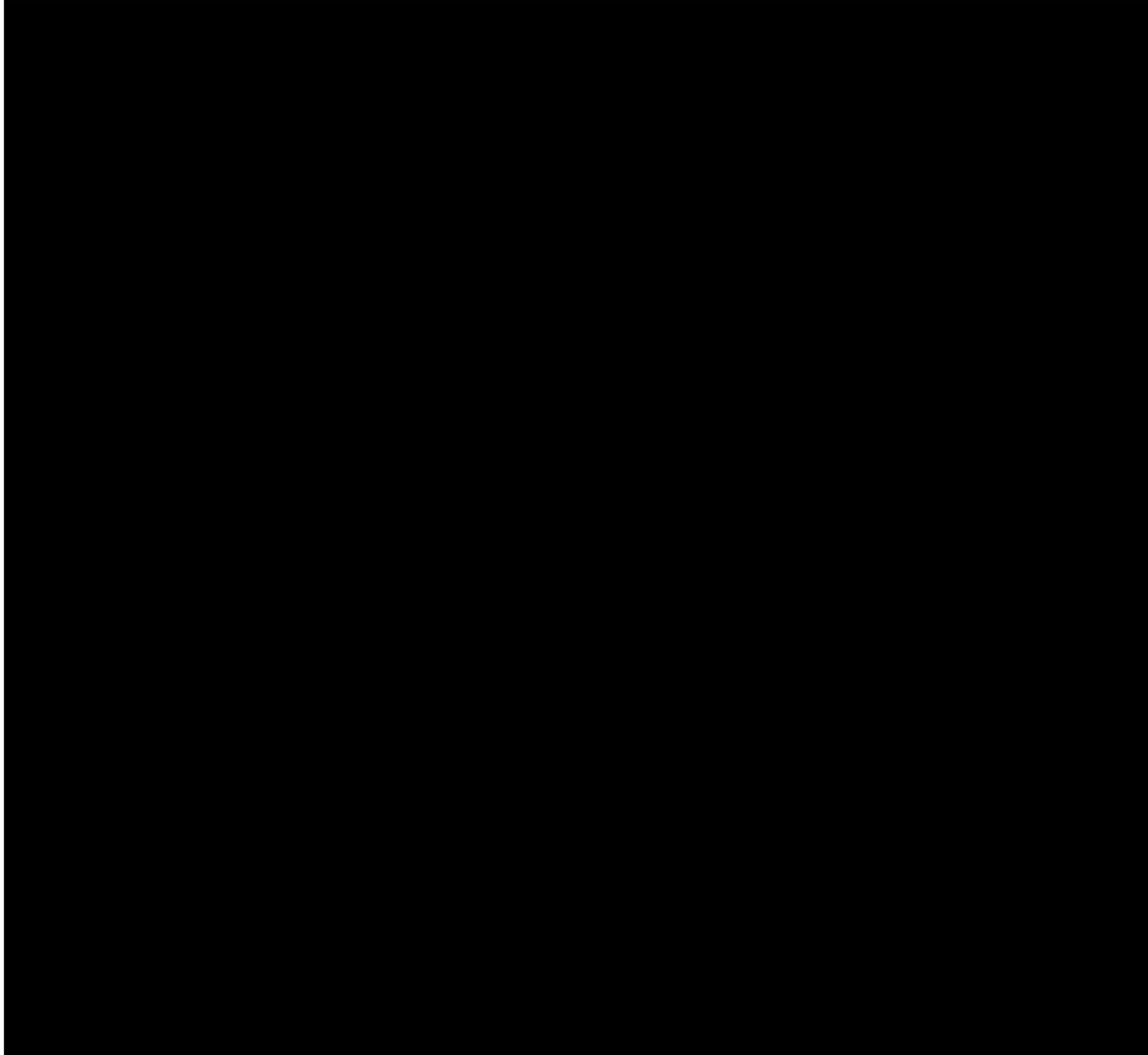
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## Signing Page

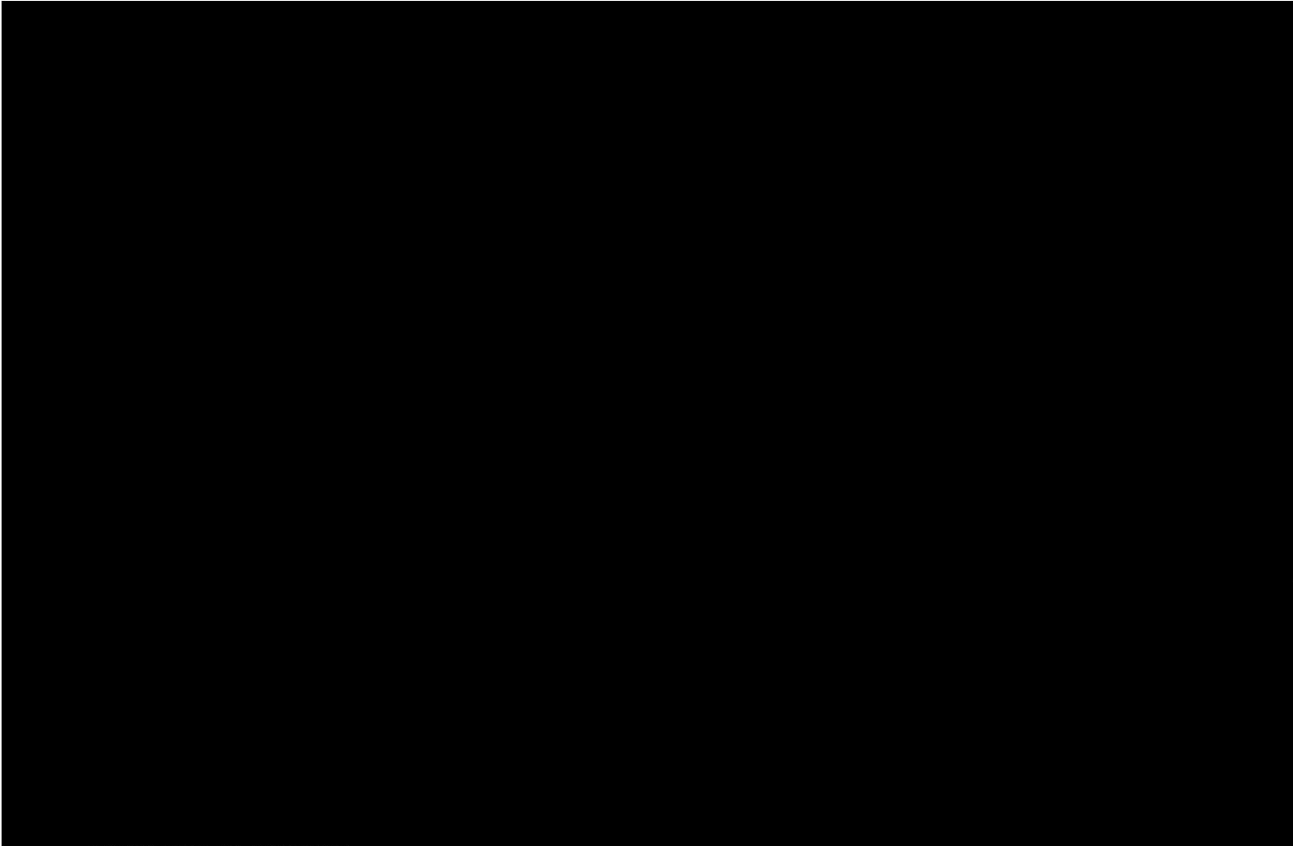
**SIGNED, SEALED AND DELIVERED** as a Deed by the parties on the date set out at the commencement of this Agreement.



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



Signature of witness

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PS 705124 C

**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-4, E-5 & E-15	Carriageway	See Plan	This Plan	All Lots on This Plan & SPI Electricity Pty Ltd
E-4	Drainage	See Plan	This Plan	Melbourne Water Corporation
E-5 & E-15	Drainage	See Plan	This Plan	All Lots on This Plan
E-5 & E-15	Sewerage	See Plan	This Plan	South East Water Corporation
E-5	Powerline (Sec. 88 Electricity Industry Act 2000)	See Plan	This Plan	SPI Electricity Pty Ltd
E-5	Water Supply	See Plan	This Plan	South East Water Corporation
E-5	Supply of Gas	See Plan	This Plan	All Lots on This Plan
E-5	Telecommunications (Transmission of telecommunication signals by 'underground cable')	See Plan	This Plan	All Lots on This Plan
E-17	Sewerage	2	This Plan	South East Water Corporation

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**NOBELIUS LAND SURVEYORS**

P.O. BOX 461  
PAKENHAM 3810  
Ph 03 5941 4112  
Fax 03 5941 7359  
rob@nobelius.com.au

DIGITALLY SIGNED BY LICENSED SURVEYOR: B. S. NOBELIUS

REF: 9889 - S1

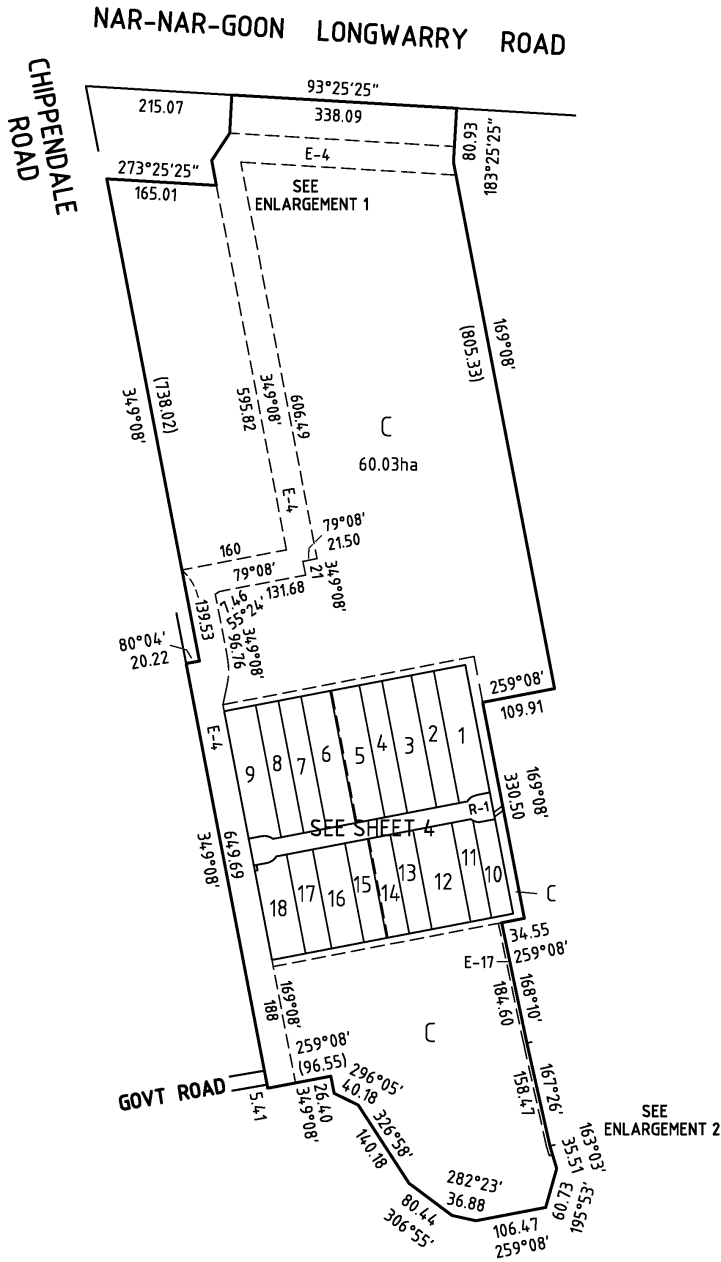
VERSION Q

Sheet 2

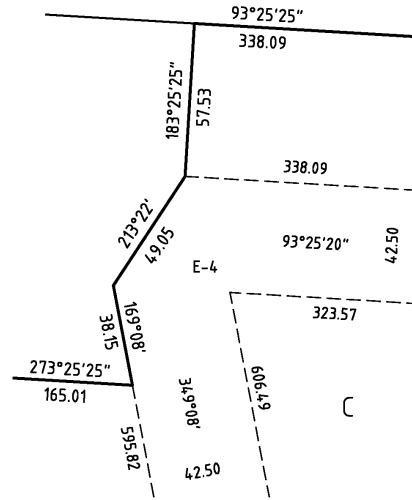
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# PS 705124 C

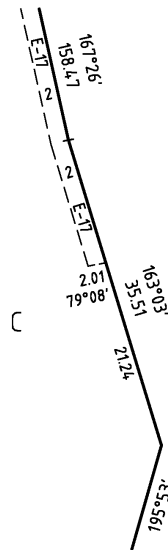
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## NAR-NAR-GOON LONGWARRY ROAD



ENLARGEMENT 1 (NOT TO SCALE)

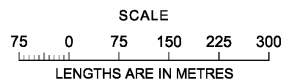


ENLARGEMENT 2 (NOT TO SCALE)

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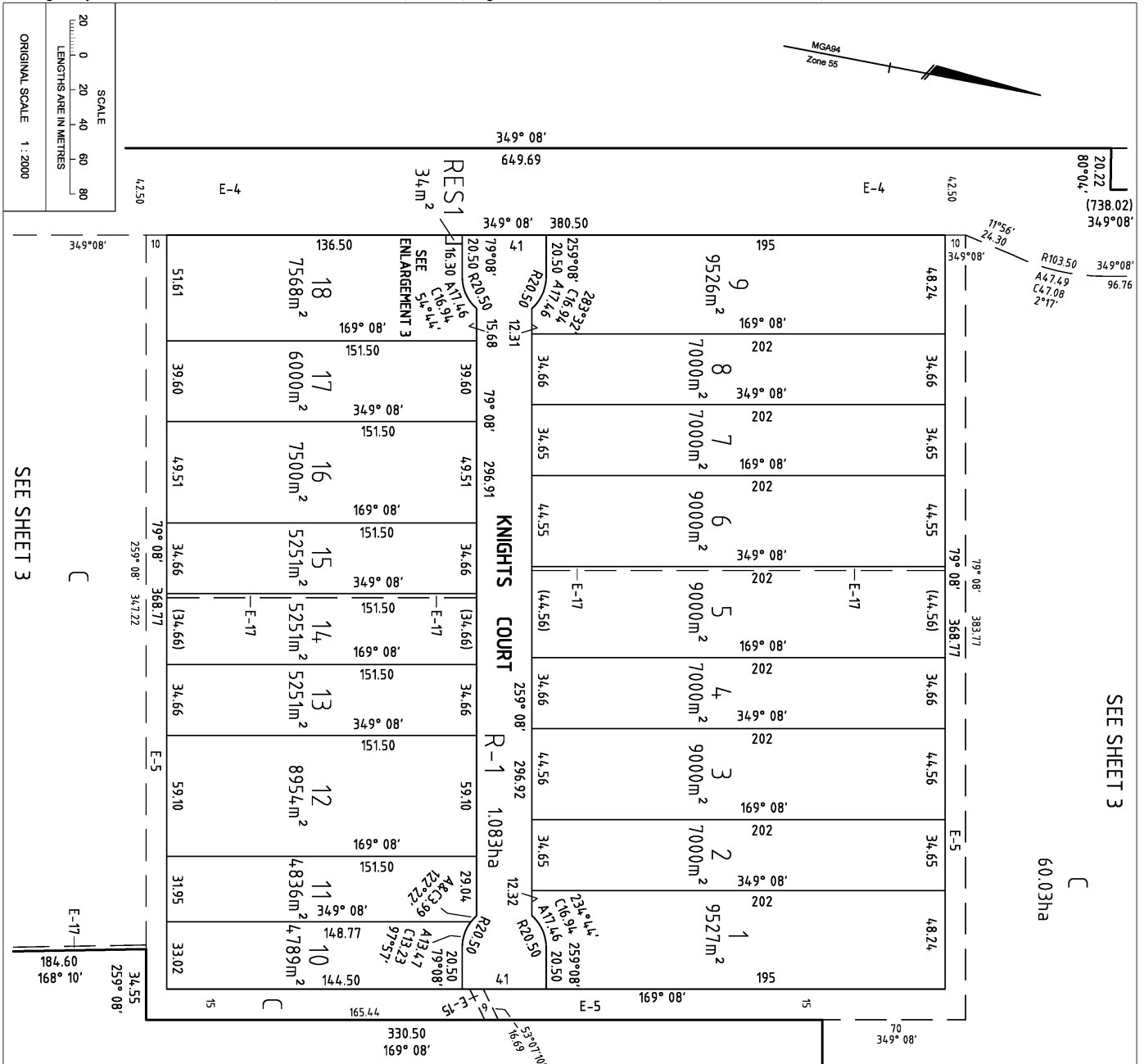


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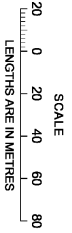
Sheet 3  
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REF: 9889 - S1 VERSION Q



ORIGINAL SCALE 1 : 2000



SEE SHEET 3

C

E-17

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168.89

REF: 9089 - S1

VERSION Q

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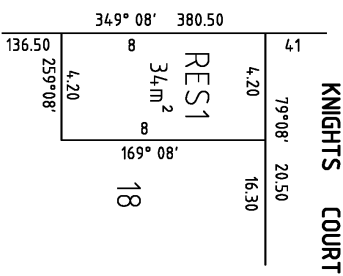
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Sheet 4

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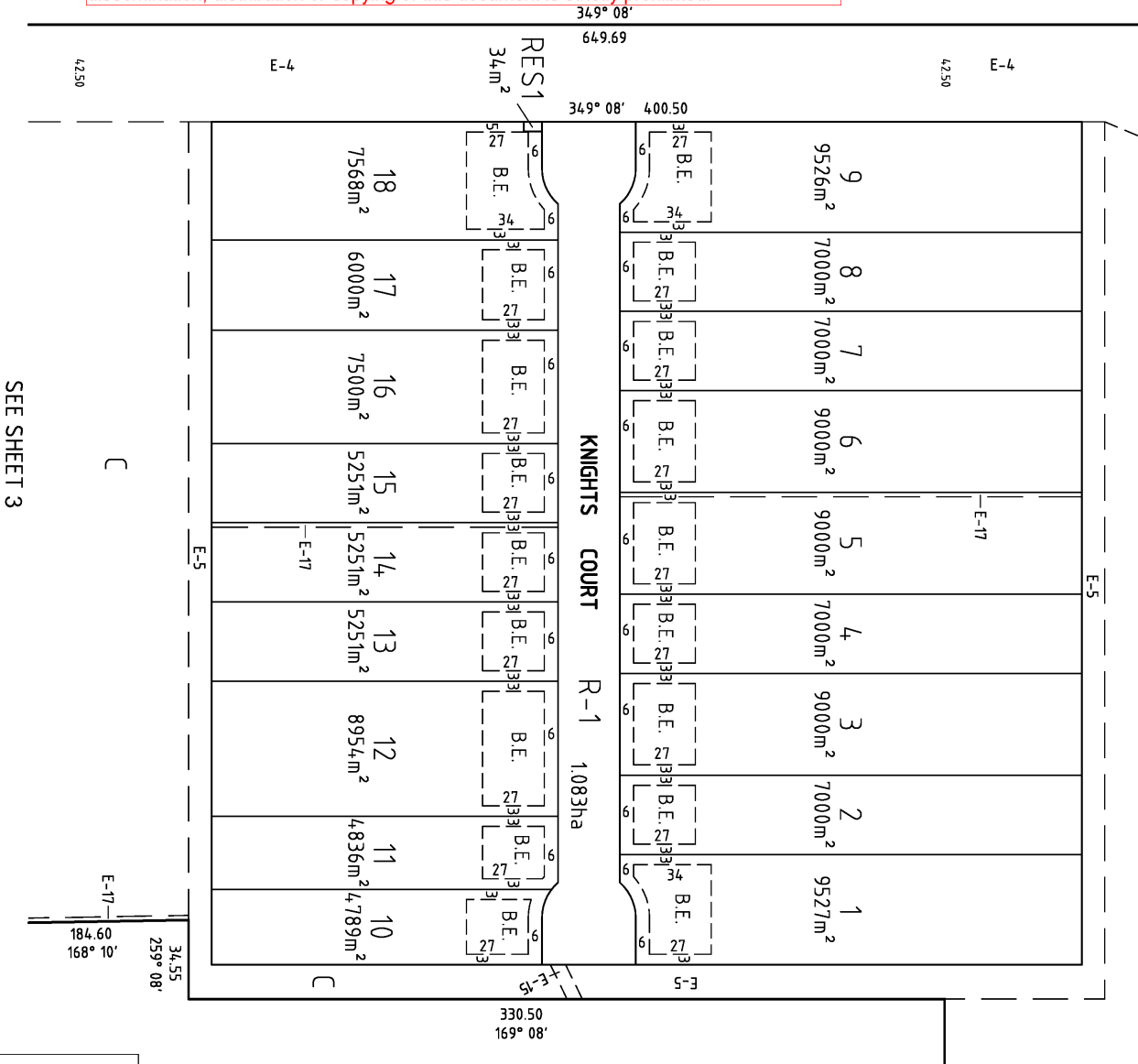
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60.03ha  
C

PS 705124 C

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60.03ha

SEE SHEET 3

# PS 705124 C

**CREATION OF RESTRICTION**

On registration of this plan the following is created:  
**LAND TO BENEFIT:** Lots C & 1 through 18 (both inclusive) on this Plan of Subdivision.  
**LAND TO BE BURDENED:** Lots 1 through 18 (both inclusive) on this Plan of Subdivision.

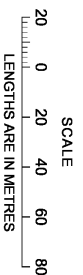
**DESCRIPTION OF RESTRICTION**

1. The registered proprietor or proprietors for the time being of lots 1 through 18 (both inclusive) shall not construct any garage or dwelling outside the area denoted as building envelope without the further consent of the Responsible Authority.
2. The registered proprietor or proprietors for the time being of lots 1 through 18 (both inclusive) shall not construct any fencing on and within the allotments that is not in accordance with the Trainers Allotments Building Design Guidelines.

B.E. denotes Building Envelope



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 Fax 03 5941 7359  
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ORIGINAL SCALE 1 : 2000

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Sheet 5  
 ORIGINAL SHEET SIZE A3

REF: 9899 - S1

VERSION Q

## Plan of Subdivision PS705124C Certifying a New Version of an Existing Plan (Form 11)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S031417V  
Plan Number: PS705124C  
Responsible Authority Name: Cardinia Shire Council  
Responsible Authority Reference Number 1: S13/008  
Responsible Authority Reference Number 2: T110056  
Surveyor's Plan Version: Q

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### Certification

This plan is certified under section 11 (7) of the Subdivision Act 1988  
Date of original certification under section 6: 04/03/2015  
Date of previous recertifications under Section 11(7): 25/03/2015

### Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

Has not been made at Certification

Date:

05/05/2015



## Extension of time application form

### Privacy statement

Personal information collected by Council is used for municipal purposes as specified in the Local Government Act 1989. The personal information will be held securely and used solely by Council for these purposes and/or directly related purposes. Council may disclose this information to other organisations if required or permitted by legislation. The applicant understands that the personal information provided is for the above purpose and that he or she may apply to Council for access to and/or amendment of the information. Requests for access and/or correction should be made to Council's Privacy Officer.

### The land

1. Address of the land.

#### Street address:

Unit no:	Street no:	Street name:
	9	Knights Court

Suburb/locality: Tynong	Postcode: 3813
-------------------------	----------------

### Original planning permit

2. What permit does the request relate too?

Planning permit no.:	Date issued:
T160078	28.4.16

### Extension of time request details

3. Pursuant to Section 69 of the *Planning and Environment Act 1987*, I wish to apply for an extension of time for the above planning permit in which to:

( x ) Commence the development/subdivision/use

( ) Complete the development/subdivision

For a period of  2  years.

### Extension of time justification

4. Please provide justification for the need for this extension, and why the timeframes on the permit have not been able to be complied with. Use additional pages if necessary.

The previous owner has sold the property and the development application had lapsed a few months ago in April 2018. As the new owner, I would like to continue with the development of this land.

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### Applicant details

5. Provide details of the applicant of the land.

#### Applicant:

[Redacted]		
Organisation (if applicable):		

Unit no:	Street no.:	Street name:
	19	Orchard Road

Suburb/locality:	State:	Postcode:
Chatswood	NSW	2067

Phone: 0452130788	Email: jon.vueandco@gmail.com
Mob Phone:	Fax:

### Declaration

6. This form must be signed by the applicant.

*I declare that all the information in this application is true and correct, and that the*

### Checklist

7. Have you:

- ( ) Filled in the form completely?
- ( ) Paid or included the application fee?
- ( ) Provided written justification for the need for the extension of time?

### Lodgement

8. Lodge the completed and signed form, the fee payment and any relevant plans and documents with:

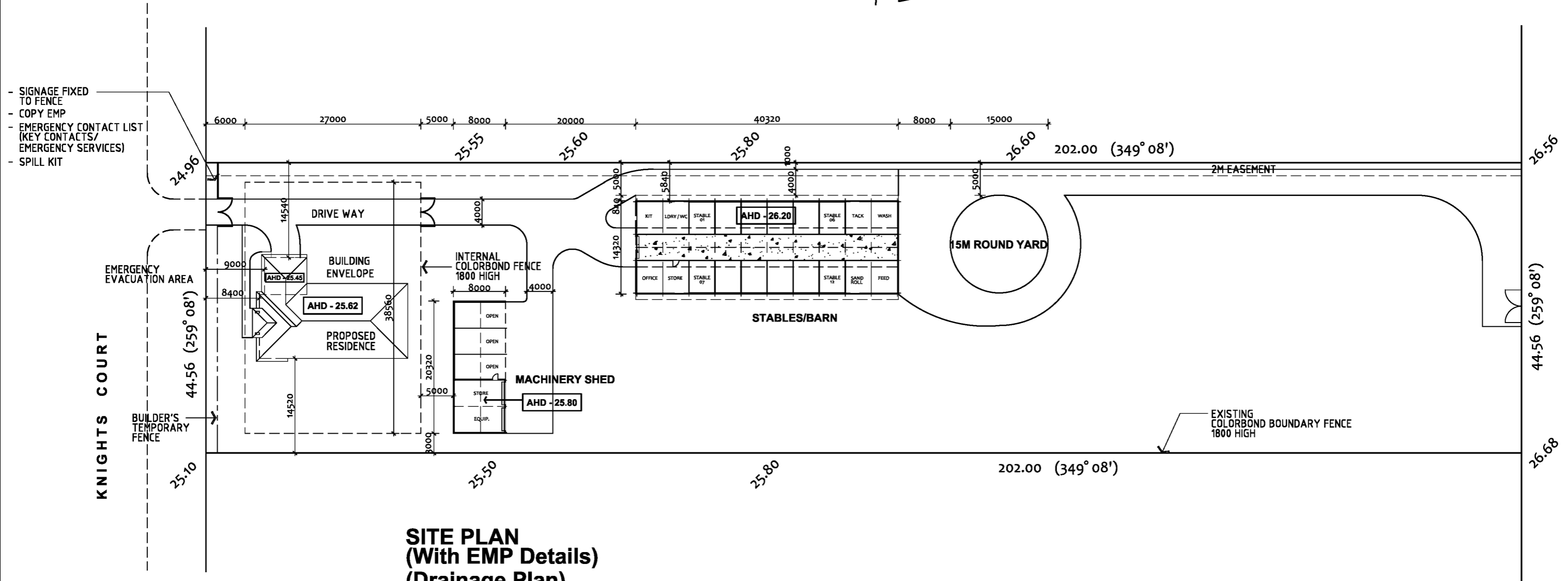
Cardinia Shire Council

In person: 20 Siding Avenue Officer

Mail: PO Box 7  
Pakenham, 3810

Phone: 1300 787 624  
Fax: 61 03 59413784  
Email: [mail@cardinia.vic.gov.au](mailto:mail@cardinia.vic.gov.au)  
DX: 81006

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- SIGNAGE FIXED TO FENCE
- COPY EMP
- EMERGENCY CONTACT LIST (KEY CONTACTS/ EMERGENCY SERVICES)
- SPILL KIT

**SITE PLAN  
(With EMP Details)  
(Drainage Plan)**  
SCALE: 1:600

**SITE ANALYSIS**

	Area	% Of Allotment
a) Allotment Area	9000 m <sup>2</sup>	
b) Proposed Stables/ Barn	577 m <sup>2</sup>	6.41
c) Proposed Machinery Shed	162 m <sup>2</sup>	1.8
c) Proposed Residence (Private Open Space = 755 m <sup>2</sup> )	286 m <sup>2</sup>	3.17
<b>TOTAL BUILT UP AREA</b>	<b>1025 m<sup>2</sup></b>	<b>11.38</b>

REV	COMMENTS	DATE
-		-
-		-
-		-
-		-
-		-

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**TRUSTEEL FABRICATIONS**  
 INDUSTRIAL BUILDINGS, FARM SHEDS,  
 GARAGES, CARPORTS-VERANDAHS  
 3 ROSEMARY COURT MULGRAVE 3170  
 Email: info@trusteel.com.au  
 TEL: (03) 9560 4322  
 FAX: (03) 9562 1821

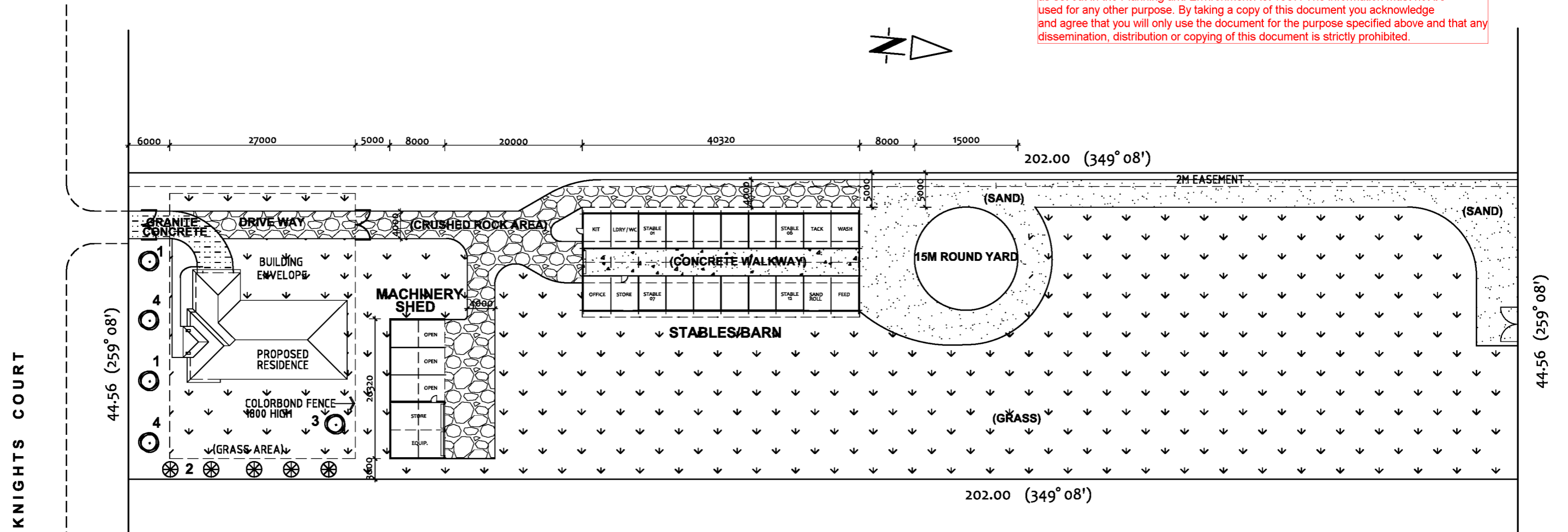
Builder must verify all dimensions at the Job before commencing any work shown hereon.  
**DO NOT SCALE IF IN DOUBT ... ASK**

**03183**  
**01 OF 5**  
 12/12/2023  
 AS SHOWN AS  
 KEITH W

REVISION: 1



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**LANDSCAPE PLAN**  
SCALE: 1:600

**LEGEND**

GRANITE CONCRETE SHOWN THUS	-	
CONCRETE AREA SHOWN THUS	-	
CRUSHED ROCK AREA SHOWN THUS	-	
SAND AREA SHOWN THUS	-	
GRASS AREA SHOWN THUS	-	

**PLANTS SCHEDULE**

PLANT		BOTANICAL NAME	
SILVER BANKSIA	1	BANKSIA MARGINATA	2 OFF
LILLY PILLY	2	SYZYGIUM SMITHII	5 OFF
JAPANESE MAPLE	3	ACER PALMATUM	1 OFF
ORNAMENTAL PEAR	4	PYRUS MANCHURIAN	2 OFF

REV	COMMENTS	DATE
-		-
-		-
-		-
-		-
-		-

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INDUSTRIAL BUILDINGS, FARM SHEDS,  
GARAGES, CARPORTS-VERANDAHS

3 ROSEMARY COURT MULGRAVE 3170  
Email: info@trusteel.com.au

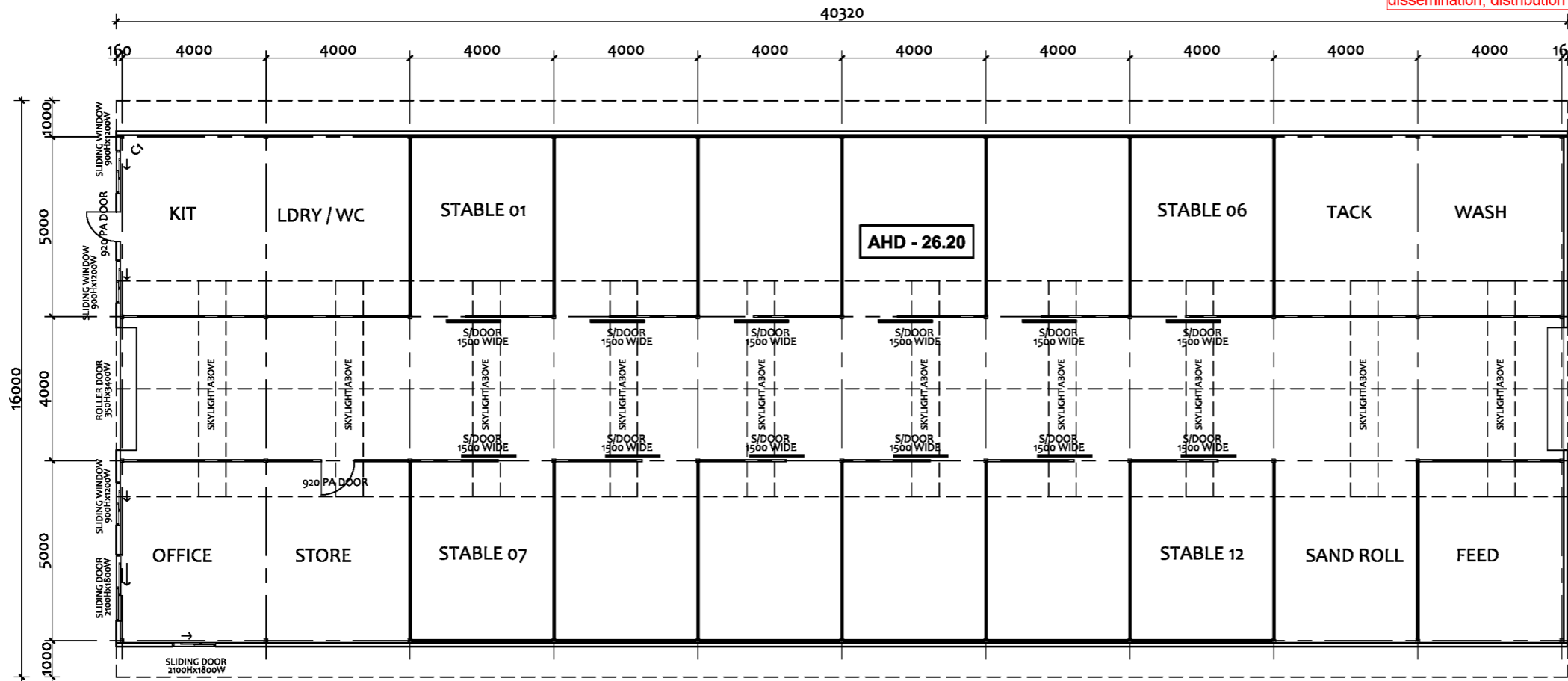
TEL: (03) 9560 4322  
FAX: (03) 9562 1821

Builder must verify all dimensions at the Job before commencing any work shown hereon.  
**DO NOT SCALE IF IN DOUBT ... ASK**

JOB NO: **03183**  
DWG NO: **02 OF 5**  
DATE: 12/12/2023  
SCALE: AS SHOWN AS  
DRAWN: KEITH W

REVISION: 1

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**FLOOR PLAN**  
SCALE: 1:150

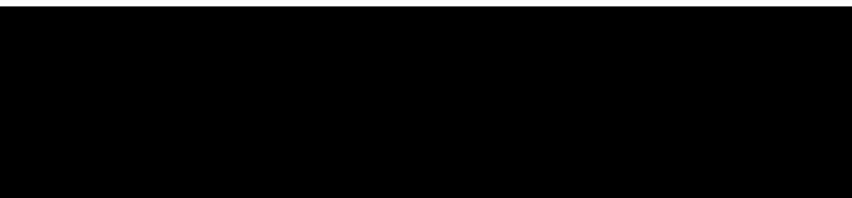
MEMBER SCHEDULE	
COLUMN (C1)	- 100x100x3 SHS
RAFTER	- 125x75x3.5 RHS
DOOR MULLION (DM1)	- 100x100x3 SHS
PURLIN	- C100 12
GIRT	- C100 12
FASCIA PURLIN	- C150 15
WALLS	- CORRUGATED
ROOF	- CORRUGATED @ 10° PITCH
COLOURS	
ROOF SHEETS & RIDGE	- -
WALL SHEETS	- -
FASCIA GUTTERS, DOWN PIPES @ BARGE CAPPING	- -

REV	COMMENTS	DATE
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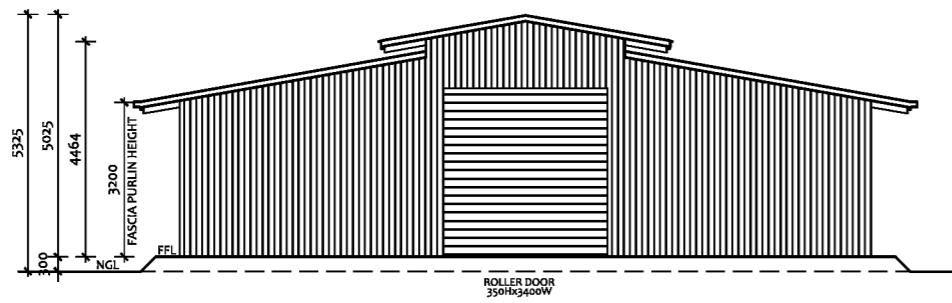
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Builder must verify all dimensions at the Job before commencing any work shown hereon.  
**DO NOT SCALE IF IN DOUBT ... ASK**

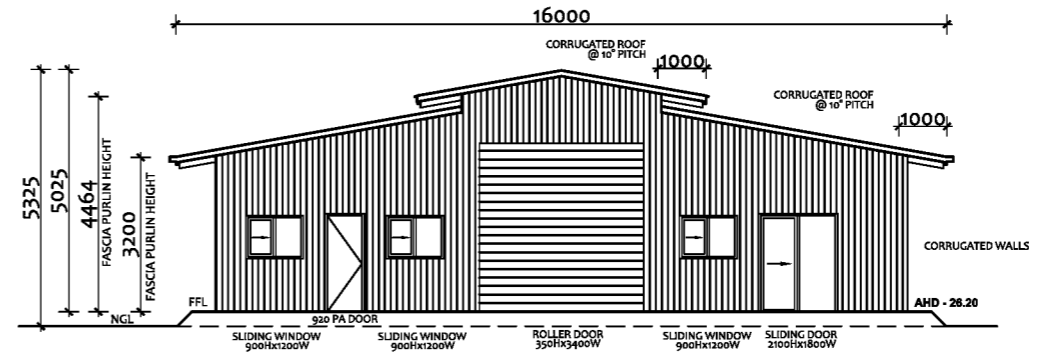


JOB NO: **03183**  
DWG NO: **03 OF 5**  
DATE: 12/12/2023  
SCALE: AS SHOWN AS  
DRAWN: KEITH W

REVISION: 1

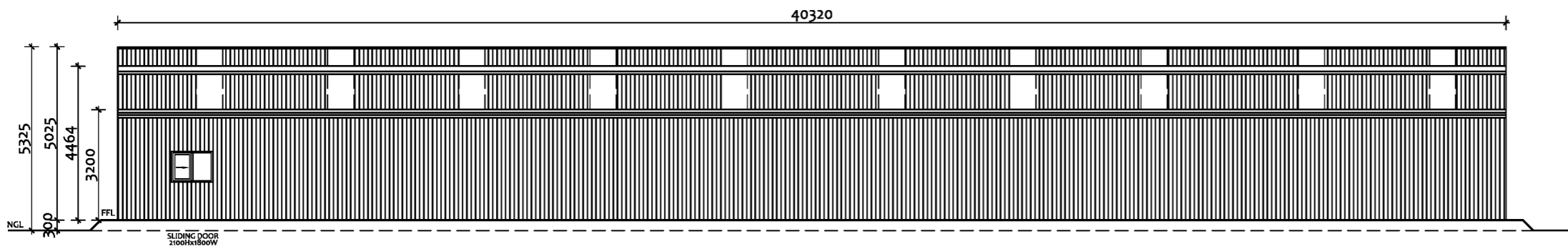


**NORTH ELEVATION**  
SCALE: 1:150

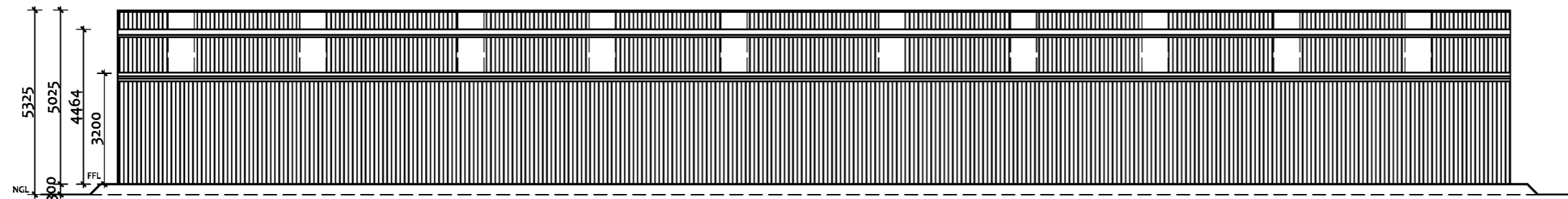


**SOUTH ELEVATION**  
SCALE: 1:150

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**EAST ELEVATION**  
SCALE: 1:150



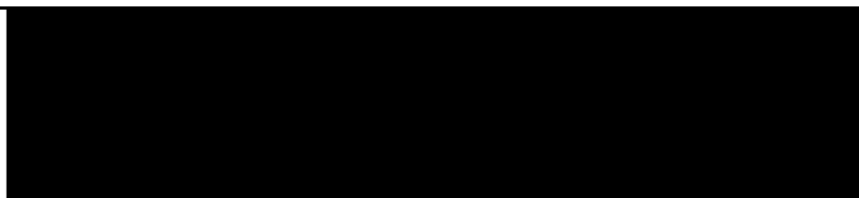
**WEST ELEVATION**  
SCALE: 1:150

REV	COMMENTS	DATE
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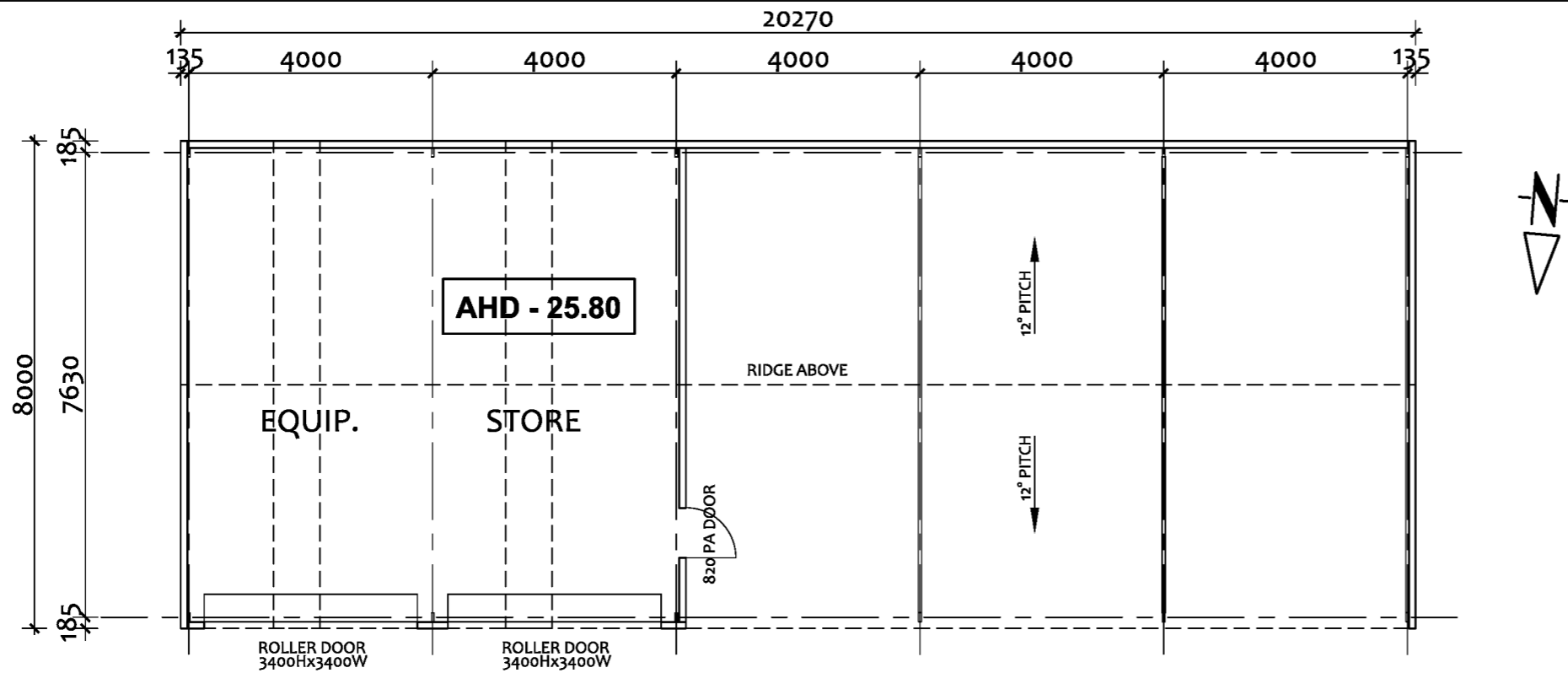
**TRUSTEEL FABRICATIONS**  
INDUSTRIAL BUILDINGS, FARM SHEDS,  
GARAGES, CARPORTS-VERANDAHS  
3 ROSEMARY COURT MULGRAVE 3170  
Email: info@trusteel.com.au  
TEL: (03) 9560 4322  
FAX: (03) 9562 1821

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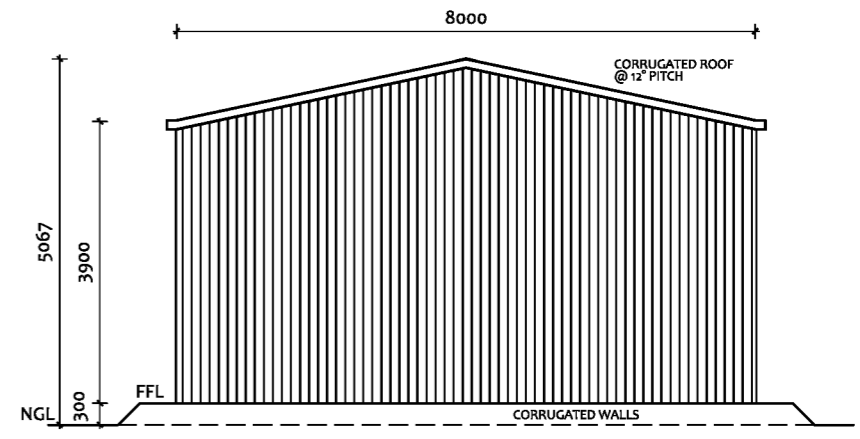


JOB NO: **03183**  
DWG NO: **04 OF 5**  
DATE: 12/12/2023  
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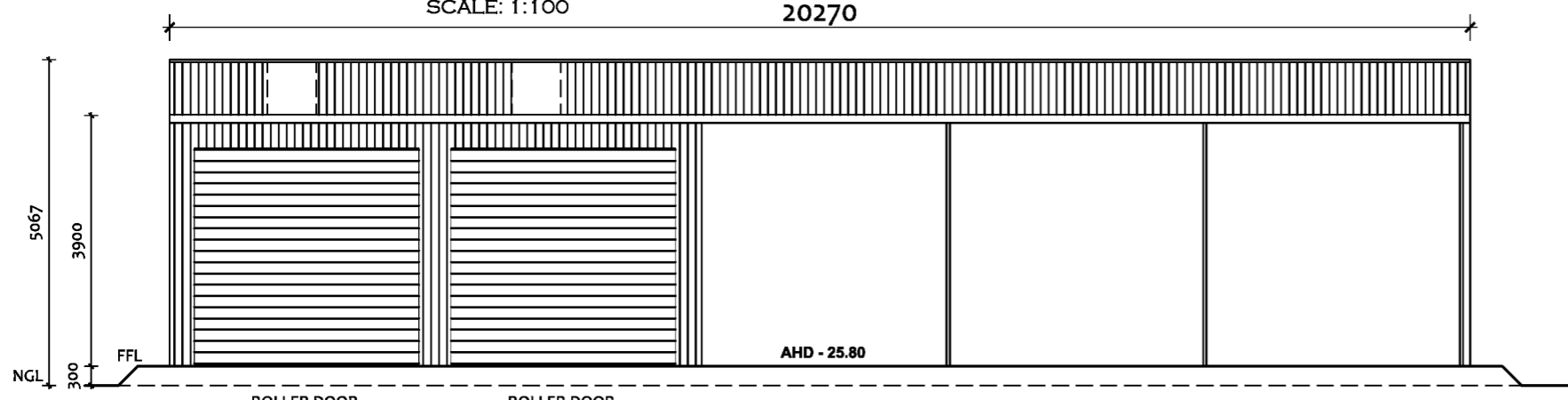


**FLOOR PLAN**  
SCALE: 1:100

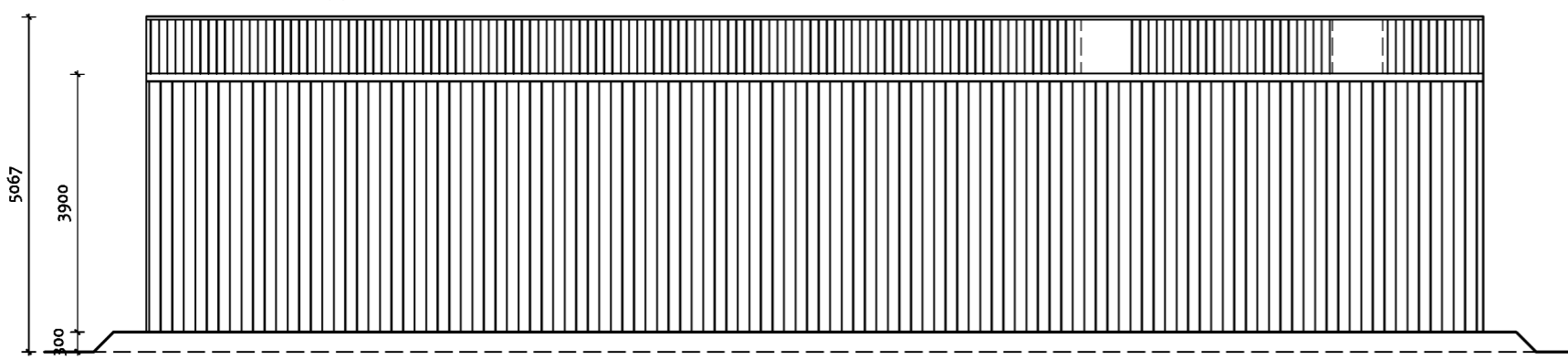


**EAST & WEST ELEVATION**  
SCALE: 1:100

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**SOUTH ELEVATION**  
SCALE: 1:100



**NORTH ELEVATION**  
SCALE: 1:100

MEMBER SCHEDULE	
COLUMN (C1)	- 150x50x3 RHS
RAFTER	- 150x50x3 RHS
DOOR MULLION (DM1)	- 100x100x3 SHS
PURLIN	- C100 12
GIRT	- C100 12
FASCIA PURLIN	- C150 15
WALLS	- CORRUGATED
ROOF	- CORRUGATED @ 12° PITCH

COLOURS	
ROOF SHEETS & RIDGE	- -
WALL SHEETS	- -
FASCIA GUTTERS, DOWN PIPES @ BARGE CAPPING	- -

REV	COMMENTS	DATE
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-

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