
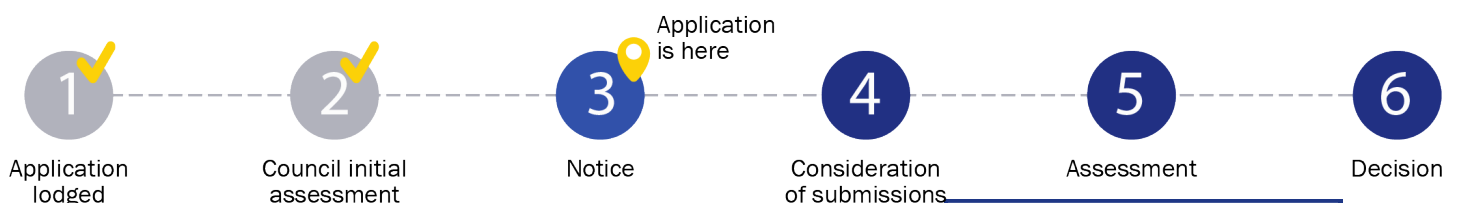


Notice of Application for a Planning Permit

The land affected by the application is located at:	L411 PS902242 V12564 F189 32 Edgeview Road, Officer VIC 3809	
The application is for a permit to:	Variation of restrictive covenant PS902242W on Lot 411 PS902242W	
A permit is required under the following clauses of the planning scheme:		
52.02	To proceed 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	
APPLICATION DETAILS		
The applicant for the permit is:	Martin Adams Property Pty Ltd	
Application number:	T260327	
<p>You may look at the application and any documents that support the application at the office of the Responsible Authority:</p> <p>Cardinia Shire Council, 20 Siding Avenue, Officer 3809.</p> <p>This can be done during office hours and is free of charge.</p> <p>Documents can also be viewed on Council's website at cardinia.vic.gov.au/advertisedplans or by scanning the QR code.</p>		
HOW CAN I MAKE A SUBMISSION?		
<p>This application has not been decided. You can still make a submission before a decision has been made. The Responsible Authority will not decide on the application before:</p>		26 June 2026
<p>WHAT ARE MY OPTIONS?</p> <p>Any person who may be affected by the granting of the permit may object or make other submissions to the responsible authority.</p> <p>If you object, the Responsible Authority will notify you of the decision when it is issued.</p>	<p>An objection must:</p> <ul style="list-style-type: none"> • be made to the Responsible Authority in writing; • include the reasons for the objection; and • state how the objector would be affected. 	<p>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.</p>




ADVERTISED MATERIAL
 Planning Application: T260327
 Date Prepared: 04 June 2026

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.

Planning Enquiries
Phone: 1300 787 624
Web: 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.

Clear Form

The Land **i**

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

Street Address *

Unit No.:	St. No.: 32	St. Name: Edgeview Road
Suburb/Locality: Officer		Postcode: 3809

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.: 411	<input type="radio"/> Lodged Plan	<input type="radio"/> Title Plan	<input checked="" type="radio"/> Plan of Subdivision	No.: 902242W
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.

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

Vary the building envelope on title. Please refer to the Cover Letter which provides further details on the proposed submission.


ADVERTISED MATERIAL
Planning Application: T260327
Date Prepared: 04 June 2026

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.

⚠ 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 \$ 0	⚠ You may be required to verify this estimate. Insert '0' if no development is proposed.
<p>If the application is for land within metropolitan Melbourne (as defined in section 3 of the <i>Planning and Environment Act 1987</i>) 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.</p>	

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
<input checked="" type="checkbox"/> Provide a plan of the existing conditions. Photos are also helpful.

Title Information i

Encumbrances on title *


ADVERTISED MATERIAL
Planning Application: T260327
Date Prepared: 04 June 2026

This copied document is made available for the purpose of the planning process as set out in the Planning and Environment Act 1997. 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.

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 of the land.

Applicant *

The person who wants the permit.

Name:		
Title:	First Name:	Surname:
Organisation (if applicable): Martin Adams Property Pty Ltd		
Postal Address:		If it is a P.O. Box, enter the details here:
Unit No.: 39	St. No.: 15	St. Name: Beach Street
Suburb/Locality: Port Melbourne	State: VIC	Postcode: 3207

Please provide at least one contact phone number *

Contact information for applicant OR contact person below

Business phone:	Email: h.senior@taylorsds.com.au
Mobile phone: 0409701519	Fax:

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

Contact person's details*

Name:		Same as applicant <input type="checkbox"/>
Title:	First Name:	
Organisation (if applicable):		
Postal Address:		
Unit No.: 8	St. No.: 270	St. Name: Ferntree Gully Road
Suburb/Locality: Notting Hill	State: VIC	Postcode: 3168

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.

Name:		Same as applicant <input type="checkbox"/>
Title:	First Name:	Surname:
Organisation (if applicable): Martin Adams Property Pty Ltd		
Postal Address:		If it is a P.O. Box, enter the details here:
Unit No.: 39	St. No.: 15	St. Name: Beach Street
Suburb/Locality: Port Melbourne	State: VIC	Postcode: 3207
Owner's Signature (Optional):	Date:	
	day / month / year	

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.

Signature: 

Date: **13/05/2026**

day / month / year

Need help with the Application?

General information about the planning process is available at 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

DX: 81006

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


Cardinia
ADVERTISED MATERIAL
Planning Application: T260327
Date Prepared: 04 June 2026

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.



i MORE INFORMATION

The Land

Planning permits relate to the use and development of the land. It is important that accurate, clear and concise details of the land are provided with the application.

How is land identified?

Land is commonly identified by a street address, but sometimes this alone does not provide an accurate identification of the relevant parcel of land relating to an application. Make sure you also provide the formal land description - the lot and plan number or the crown, section and parish/township details (as applicable) for the subject site. This information is shown on the title.

See **Example 1**.

The Proposal

Why is it important to describe the proposal correctly?

The application requires a description of what you want to do with the land. You must describe how the land will be used or developed as a result of the proposal. It is important that you understand the reasons why you need a permit in order to suitably describe the proposal. By providing an accurate description of the proposal, you will avoid unnecessary delays associated with amending the description at a later date.

▲ Planning schemes use specific definitions for different types of use and development. Contact the Council planning office at an early stage in preparing your application to ensure that you use the appropriate terminology and provide the required details.

How do planning schemes affect proposals?

A planning scheme sets out policies and requirements for the use, development and protection of land. There is a planning scheme for every municipality in Victoria. Development of land includes the construction of a building, carrying out works, subdividing land or buildings and displaying signs.

Proposals must comply with the planning scheme provisions in accordance with Clause 61.05 of the planning scheme. Provisions may relate to the State Planning Policy Framework, the Local Planning Policy Framework, zones, overlays, particular and general provisions. You can access the planning scheme by either contacting Council's planning department or by visiting Planning Schemes Online at planning-schemes.delwp.vic.gov.au

▲ You can obtain a planning certificate to establish planning scheme details about your property. A planning certificate identifies the zones and overlays that apply to the land, but it does not identify all of the provisions of the planning scheme that may be relevant to your application. Planning certificates for land in metropolitan areas and most rural areas can be obtained by visiting www.landata.vic.gov.au Contact your local Council to obtain a planning certificate in Central Goldfields, Corangamite, Macedon Ranges and Greater Geelong. You can also use the free Planning Property Report to obtain the same information.

See **Example 2**.

Estimated cost of development

In most instances an application fee will be required. This fee must be paid when you lodge the application. The fee is set down by government regulations.

To help Council calculate the application fee, you must provide an accurate cost estimate of the proposed development. This cost does not include the costs of development that you could undertake without a permit or that are separate from the permit process. Development costs should be calculated at a normal industry rate for the type of construction you propose.

Council may ask you to justify your cost estimates. Costs are required solely to allow Council to calculate the permit application fee. Fees are exempt from GST.

▲ Costs for different types of development can be obtained from specialist publications such as Cordell Housing: Building Cost Guide or Rawlinsons: Australian Construction Handbook.

▲ Contact the Council to determine the appropriate fee. Go to planning.vic.gov.au to view a summary of fees in the Planning and Environment (Fees) Regulations.

Metropolitan Planning Levy refer Division 5A of Part 4 of the *Planning and Environment Act 1987* (the Act). A planning permit application under section 47 or 96A of the Act for a development of land in metropolitan Melbourne as defined in section 3 of the Act may be a leviable application. If the cost of the development exceeds the threshold of \$1 million (adjusted annually by consumer price index) a levy certificate must be obtained from the State Revenue Office after payment of the levy. A valid levy certificate must be submitted to the responsible planning authority (usually council) with a leviable planning permit application. Refer to the State Revenue Office website at www.sro.vic.gov.au for more information. A leviable application submitted without a levy certificate is void.

Existing Conditions

How should land be described?

You need to describe, in general terms, the way the land is used now, including the activities, buildings, structures and works that exist (e.g. single dwelling, 24 dwellings in a three-storey building, medical centre with three practitioners and 8 car parking spaces, vacant building, vacant land, grazing land, bush block).

Please attach to your application a plan of the existing conditions of the land. Check with the local Council for the quantity, scale and level of detail required. It is also helpful to include photographs of the existing conditions.

See **Example 3**.

Title Information

What is an encumbrance?

An 'encumbrance' is a formal obligation on the land, with the most common type being a 'mortgage'. Other common examples of encumbrances include:

- **Restrictive Covenants:** A 'restrictive covenant' is a written agreement between owners of land restricting the use or development of the land for the benefit of others, (eg. a limit of one dwelling or limits on types of building materials to be used).
- **Section 173 Agreements:** A 'section 173 agreement' is a contract between an owner of the land and the Council which sets out limitations on the use or development of the land.
- **Easements:** An 'easement' gives rights to other parties to use the land or provide for services or access on, under or above the surface of the land.
- **Building Envelopes:** A 'building envelope' defines the development boundaries for the land.

Aside from mortgages, the above encumbrances can potentially limit or even prevent certain types of proposals.

What documents should I check to find encumbrances?

Encumbrances are identified on the title (register search statement) under the header 'encumbrances, caveats and notices'. The actual details of an encumbrance are usually provided in a separate document (instrument) associated with the title. Sometimes encumbrances are also marked on the title diagram or plan, such as easements or building envelopes.

What about caveats and notices?

A 'caveat' is a record of a claim from a party to an interest in the land. Caveats are not normally relevant to planning applications as they typically relate to a purchaser, mortgagee or chargee claim, but can sometimes include claims to a covenant or easement on the land. These types of caveats may affect your proposal.

Other less common types of obligations may also be specified on title in the form of 'notices'. These may have an effect on your proposal, such as a notice that the building on the land is listed on the Heritage Register.

What happens if the proposal contravenes an encumbrance on title?

Encumbrances may affect or limit your proposal or prevent it from proceeding. Section 61(4) of the *Planning and Environment Act 1987* for example, prevents a Council from granting a permit if it would result in a breach of a registered restrictive covenant or any other encumbrance. If the proposal contravenes any encumbrance, contact the Council for advice on how to proceed.

Cardina
ADVERTISING MATERIAL
Prevent application 60327
This copied document is made available for the purpose of the planning process as used for any other purpose. By taking a copy of this document you acknowledge that any dissemination, distribution or copying of this document is strictly prohibited.



You may be able to modify your proposal to respond to the issue. If not, separate procedures exist to change or remove the various types of encumbrances from the title. The procedures are generally quite involved and if the encumbrance relates to more than the subject property, the process will include notice to the affected party.

▲ You should seek advice from an appropriately qualified person, such as a solicitor, if you need to interpret the effect of an encumbrance or if you seek to amend or remove an encumbrance.

Why is title information required?

Title information confirms the location and dimensions of the land specified in the planning application and any obligations affecting what can be done on or with the land.

As well as describing the land, a full copy of the title will include a diagram or plan of the land and will identify any encumbrances, caveats and notices.

What is a 'full' copy of the title?

The title information accompanying your application must include a 'register search statement' and the title diagram, which together make up the title.

In addition, any relevant associated title documents, known as 'instruments', must also be provided to make up a full copy of the title.

Check the title to see if any of the types of encumbrances, such as a restrictive covenant, section 173 agreement, easement or building envelope, are listed. If so, you must submit a copy of the document (instrument) describing that encumbrance. Mortgages do not need to be provided with planning applications.

▲ Some titles have not yet been converted by Land Registry into an electronic register search statement format. In these earlier types of titles, the diagram and encumbrances are often detailed on the actual title, rather than in separate plans or instruments.

Why is 'current' title information required?

It is important that you attach a current copy of the title for each individual parcel of land forming the subject site. 'Current' title information accurately provides all relevant and up-to-date information.

Some councils require that title information must have been searched within a specified time frame. Contact the Council for advice on their requirements.

▲ Copies of title documents can be obtained from Land Registry: Level 10, 570 Bourke Street, Melbourne; 03 8636 2010; www.landata.vic.gov.au – go direct to "titles & property certificates".

Applicant and Owner Details

This section provides information about the permit applicant, the owner of the land and the person who should be contacted about any matters concerning the permit application.

The applicant is the person or organisation that wants the permit. The applicant can, but need not, be the contact person.

In order to avoid any confusion, the Council will communicate only with the person who is also responsible for providing further details. The contact may be a professional adviser (e.g. architect or planner) engaged to prepare or manage the application. To ensure prompt communications, contact details should be given.

Check with Council how they prefer to communicate with you about the application. If an email address is provided this may be the preferred method of communication between council and the applicant/contact.

The owner of the land is the person or organisation who owns the land at the time the application is made. Where a parcel of land has been sold and an application made prior to settlement, the owner's details should be identified as those of the vendor. The owner can, but need not, be the contact or the applicant.

See **Example 4**.

Declaration

The declaration should be signed by the person who takes responsibility for the accuracy of all the information that is provided. This declaration is a signed statement that the information included with the application is true and correct at the time of lodgement.

The declaration can be signed by the applicant or owner. If the owner is not the applicant, the owner must either sign the application form or must be notified of the application which is acknowledged in the declaration.

▲ Obtaining or attempting to obtain a permit by wilfully making or causing any false representation or declaration, either orally or in writing, is an offence under the *Planning and Environment Act 1987* and could result in a fine and/or cancellation of the permit.

Need help with the Application?

If you have attended a pre-application meeting with a Council planner, fill in the name of the planner and the date, so that the person can be consulted about the application once it has been lodged.

Checklist

What additional information should you provide to support the proposal?

You should provide sufficient supporting material with the application to describe the proposal in enough detail for the Council to make a decision. It is important that copies of all plans and information submitted with the application are legible.

There may be specific application requirements set out in the planning scheme for the use or development you propose. The application should demonstrate how these have been addressed or met.

The checklist is to help ensure that you have:

- provided all the required information on the form
- included payment of the application fee
- attached all necessary supporting information and documents
- completed the relevant Council planning permit checklist
- signed the declaration on the last page of the application form

▲ The more complete the information you provide with your permit application, the sooner Council will be able to make a decision.

Lodgement

The application must be lodged with the Council responsible for the planning scheme in which the land affected by the application is located. In some cases the Minister for Planning or another body is the responsible authority instead of Council. Ask the Council if in doubt.

Check with Council how they prefer to have the application lodged. For example, they may have an online lodgement system, prefer email or want an electronic and hard copy. Check also how many copies of plans and the size of plans that may be required.

Contact details are listed in the lodgement section on the last page of the form.

▲ Approval from other authorities: In addition to obtaining a planning permit, approvals or exemptions may be required from other authorities or Council departments. Depending on the nature of your proposal, these may include food or health registrations, building permits or approvals from water and other service authorities.



ADVERTISED MATERIAL

Planning Application: T260327
Date Prepared: 04 June 2026

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.

EXAMPLES

Example 1

The Land i

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

Street Address *

St. No.: <i>26</i>	St. Name: <i>Planmore Avenue</i>
Suburb/Locality: <i>HAWTHORN</i>	

Formal Land Description *
Complete either A or B.

A Lodged Plan Title Plan Plan of Subdivision

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.

Example 2

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

Construction of two, double-storey dwellings and construction of two new crossovers.

📎 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.

Example 3

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.

Single dwelling.

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

Example 4

Applicant and Owner Details i

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

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: <i>Mr</i>	First Name: <i>Len</i>	Surname: <i>Browning</i>
Organisation (if applicable): <i>Responsible Developers P/L</i>		
Postal Address: <small>If it is a P.O. Box, enter the details here:</small>		
Unit No.: <i>4</i>	St. No.: <i>12</i>	St. Name: <i>Ardour Lane</i>
Suburb/Locality: <i>Wucheproof</i>	State: <i>Vic</i>	Postcode: <i>3527</i>

Contact information for applicant OR contact person below

Business phone: <i>9123 4567</i>	Email: <i>tcpl@bigpond.net.au</i>
Mobile phone: <i>0412 345 678</i>	Fax: <i>9123 4567</i>

Contact person's details* Same as applicant

Name:

Title: <i>Mr</i>	First Name: <i>Andrew</i>	Surname: <i>Hodge</i>
Organisation (if applicable): <i>Town Planning Consultants</i>		
Postal Address: <small>If it is a P.O. Box, enter the details here:</small>		
Unit No.:	St. No.:	St. Name: <i>PO Box 111</i>
Suburb/Locality: <i>Parkdale</i>	State: <i>Vic</i>	Postcode: <i>3194</i>

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.

Name: Same as applicant

Title:	First Name:	Surname:
Organisation (if applicable):		
Postal Address: <small>If it is a P.O. Box, enter the details here:</small>		
Unit No.:	St. No.:	St. Name:
Suburb/Locality:	State:	Postcode:
Owner's Signature (Optional):		Date:
		<small>day / month / year</small>



ADVERTISED MATERIAL

Planning Application: T260327
Date Prepared: 04 June 2026

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.

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

VOLUME 12564 FOLIO 189

Security no : 124132619319U
Produced 03/03/2026 08:24 AM

LAND DESCRIPTION

Lot 411 on Plan of Subdivision 902242W.
PARENT TITLE Volume 12536 Folio 448
Created by instrument PS902242W 01/08/2024

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
MARTIN ADAMS PROPERTY PTY LTD of UNIT 39 15 BEACH STREET PORT MELBOURNE VIC
3207
PS902242W 01/08/2024

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT PS902242W 01/08/2024

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
AQ439845J 13/11/2017

AGREEMENT Section 173 Planning and Environment Act 1987
AR202383L 03/07/2018

AGREEMENT Section 173 Planning and Environment Act 1987
AV066814E 28/11/2021

DIAGRAM LOCATION

SEE PS902242W 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: 32 EDGEVIEW ROAD OFFICER VIC 3809

ADMINISTRATIVE NOTICES

NIL

eCT Control 19751U KALUS KENNY INTELEX
Effective from 13/11/2024

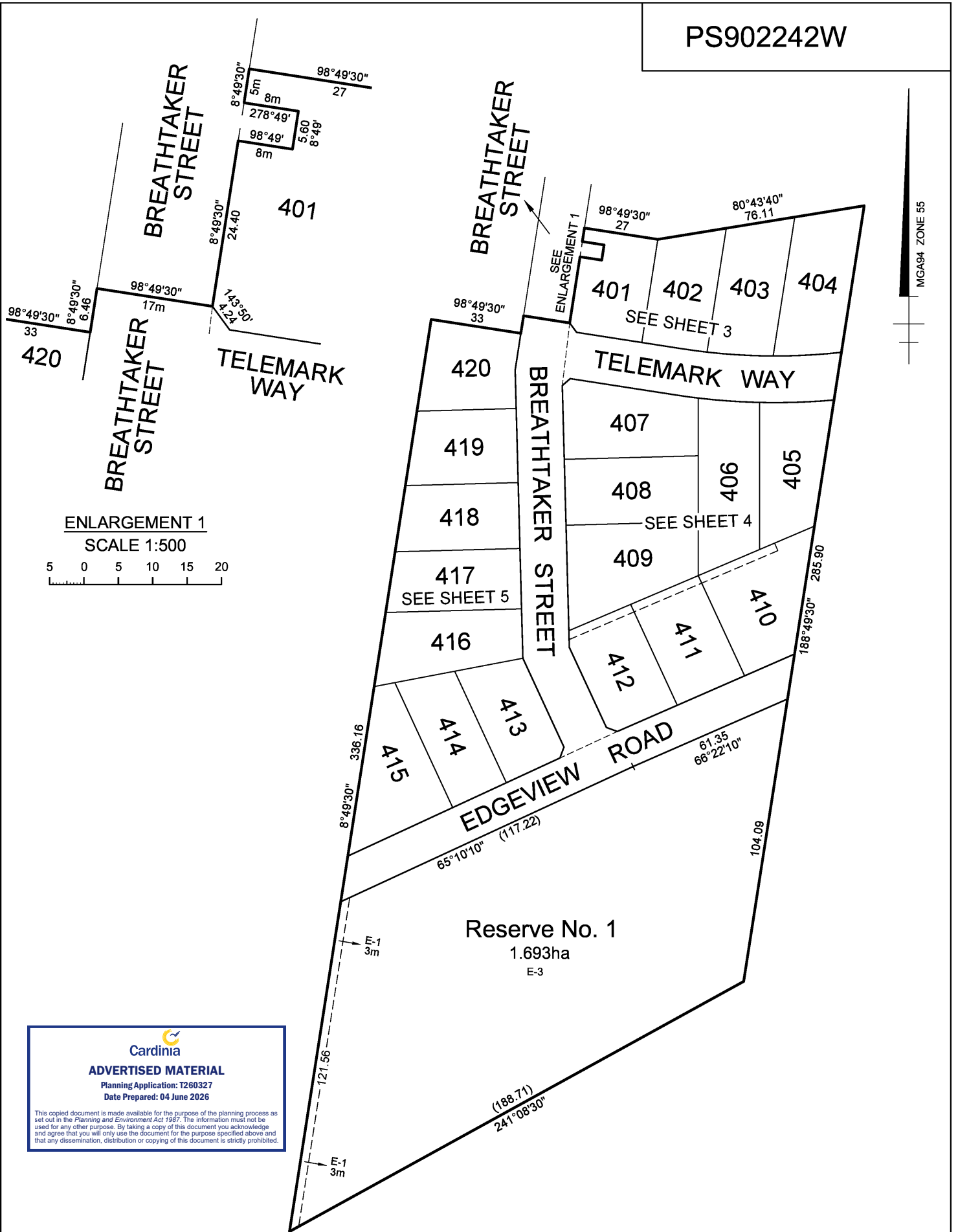
DOCUMENT END


Cardinia
ADVERTISED MATERIAL
Planning Application: T260327
Date Prepared: 04 June 2026

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.

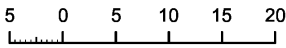
<h1>PLAN OF SUBDIVISION</h1>		<h2>EDITION 1</h2>	<h2>PS902242W</h2>
<p>LOCATION OF LAND</p> <p>PARISH: PAKENHAM</p> <p>TOWNSHIP:</p> <p>SECTION:</p> <p>CROWN ALLOTMENT:</p> <p>CROWN PORTION: 44 (PART)</p> <p>TITLE REFERENCE: VOL. 12536 FOL. 448</p> <p>LAST PLAN REFERENCE: Lot C on PS821118X</p> <p>POSTAL ADDRESS: 155 Peck Road (at time of subdivision) OFFICER 3809</p> <p>MGA 94 CO-ORDINATES: E: 362 440 ZONE: 55 (of approx centre of land in plan) N: 5786 780</p>		<p>Council Name: Cardinia Shire Council</p> <p>Council Reference Number: S21-154 Planning Permit Reference: T140500-1 SPEAR Reference Number: S183074A</p> <p>Certification</p> <p>This plan is certified under section 6 of the Subdivision Act 1988</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has not been satisfied at Certification</p> <p>Digitally signed by: Fiona Shadforth for Cardinia Shire Council on 27/10/2023</p> <p>Statement of Compliance issued: 25/07/2024</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has been satisfied for: Skymont Stage 4 at Statement of Compliance</p>	
VESTING OF ROADS AND/OR RESERVES		NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON		
Road R1 Reserve No. 1	Cardinia Shire Council Cardinia Shire Council		
NOTATIONS			
DEPTH LIMITATION: Does Not Apply			
<p>SURVEY: This plan is based on survey.</p> <p>STAGING: This is not a staged subdivision. Planning Permit No. T140500</p>			
<p>SKYMONT ESTATE - Release No. 4 Area of Release: 4.663ha No. of Lots: 20 Lots</p>			
EASEMENT INFORMATION			
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)			
Easement Reference	Purpose	Width (Metres)	Origin
E-1	Sewerage	3	This Plan
	Creation and maintenance of wetlands, floodway and drainage as specified and set out in Memorandum of Common Provisions No. AA2741	See Diagram	
E-2	Drainage	3	This Plan
	Sewerage		
E-3	Creation and maintenance of wetlands, floodway and drainage as specified and set out in Memorandum of Common Provisions No. AA2741	See Diagram	This Plan
<h1>TAYLORS</h1>		SURVEYORS FILE REF: Ref. 00426-S4 Ver. 6	
<p>Urban Development Built Environments Infrastructure</p> <p>8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168</p> <p>Tel: 61 3 9501 2800 Web: taylorss.com.au</p>		<p>Digitally signed by: Mark James Sommerville, Licensed Surveyor, Surveyor's Plan Version (6), 31/08/2023, SPEAR Ref: S183074A</p>	
ORIGINAL SHEET SIZE: A3		SHEET 1 OF 6	
PLAN REGISTERED		TIME: 7:57AM DATE: 01/08/2024	
A. Ali		Assistant Registrar of Titles	

PS902242W



MG A94 ZONE 55

ENLARGEMENT 1
SCALE 1:500

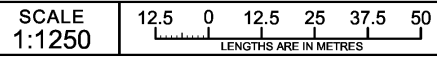


Cardinia
ADVERTISED MATERIAL
 Planning Application: T260327
 Date Prepared: 04 June 2026

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.

TAYLORS

Urban Development | Built Environments | Infrastructure
 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
 Tel: 61 3 9501 2800 | Web: taylorss.com.au



Digitally signed by: Mark James Sommerville, Licensed Surveyor,
 Surveyor's Plan Version (6),
 31/08/2023, SPEAR Ref: S183074A

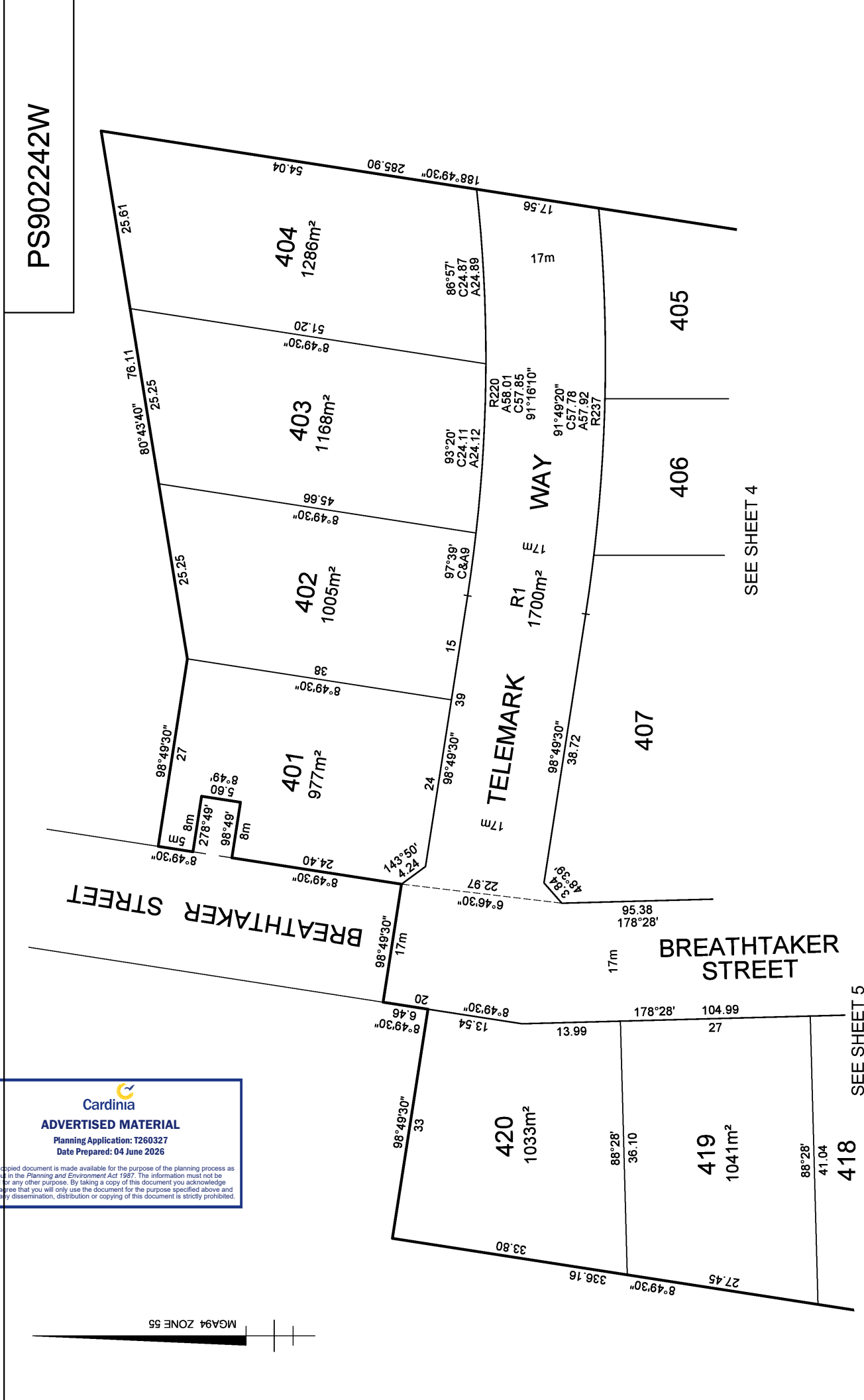
ORIGINAL SHEET SIZE: A3

Digitally signed by:
 Cardinia Shire Council,
 27/10/2023,
 SPEAR Ref: S183074A

Ref. 00426-S4 Ver. 6

SHEET 2

PS902242W



SEE SHEET 4

SEE SHEET 5

Cardinia
ADVERTISED MATERIAL
 Planning Application: T260327
 Date Prepared: 04 June 2026

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.

<p>TAYLORS Urban Development Built Environments Infrastructure 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800 Web: taylors.com.au</p>	<p>Digitally signed by: Mark James Sommerville, Licensed Surveyor, Surveyor's Plan Version (6), 31/08/2023, SPEAR Ref: S183074A</p>	<p>Digitally signed by: Cardinia Shire Council, 27/10/2023, SPEAR Ref: S183074A</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>Ref. 00426-S4 Ver. 6</p>	<p>SHEET 3</p>
	<p>SCALE 1:500</p>	<p>5 0 5 10 15 20 LENGTHS ARE IN METRES</p>	<p>5 0 5 10 15 20</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>Ref. 00426-S4 Ver. 6</p>

PS902242W

SEE SHEET 3

TELEMARK

WAY

91°49'20"
C57.78
A57.92
R237

C&A8.43
97°48'

A22.35
C22.34
94°05'

A27.14
C27.13
88°06'

407
1242m²

406
1314m²

405
1149m²

408
1163m²

409
1387m²

410
1319m²

411
1078m²

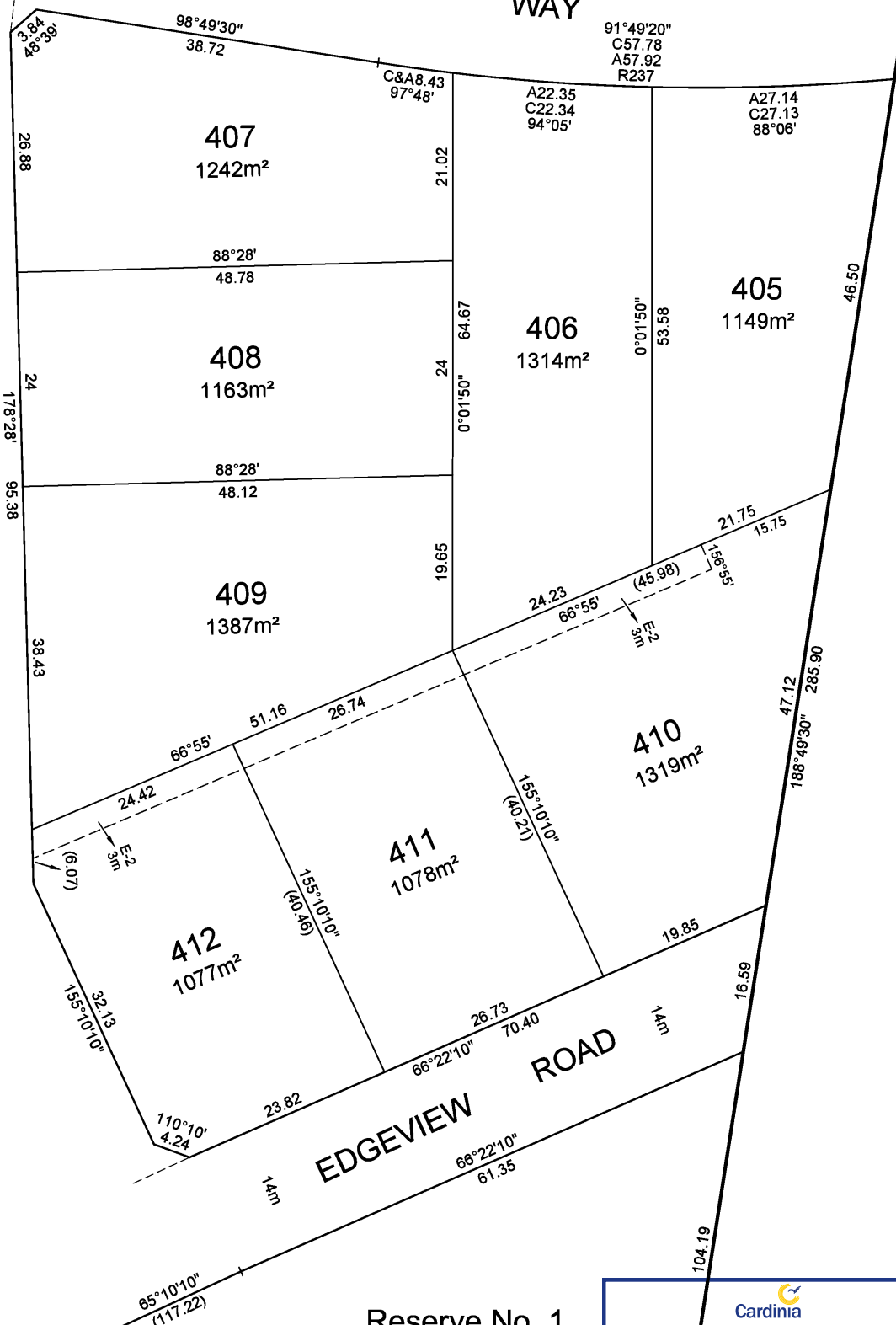
412
1077m²

EDGEVIEW ROAD

Reserve No. 1
E-3
SEE SHEET 2

BREATHAKER STREET
SEE SHEET 5

MGA94 ZONE 55



Cardinia
ADVERTISED MATERIAL
Planning Application: T260327
Date Prepared: 04 June 2026

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.

TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorss.com.au

SCALE
1:500



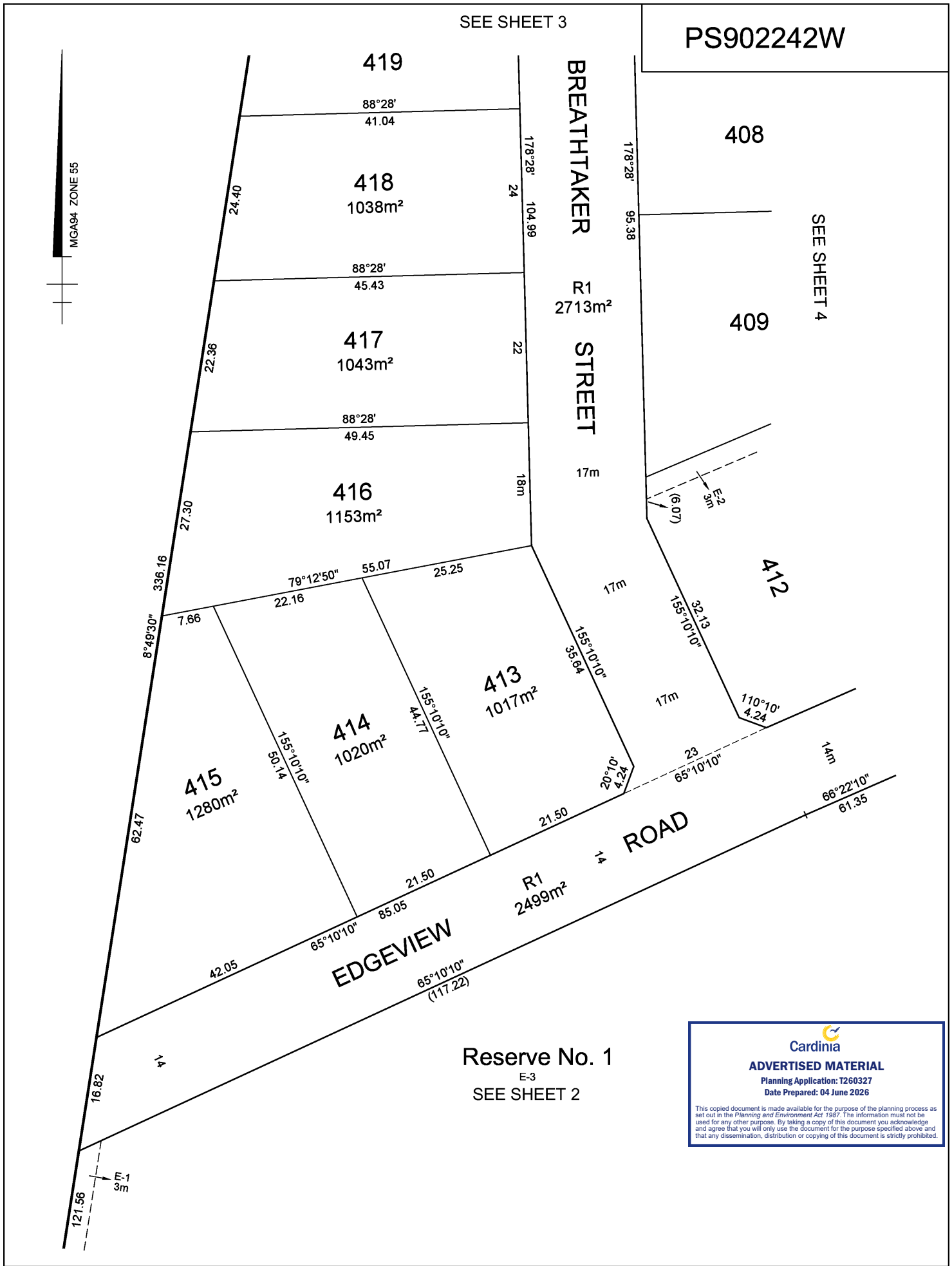
ORIGINAL SHEET
SIZE: A3

Ref. 00426-S4
Ver. 6

SHEET 4

Digitally signed by: Mark James Sommerville, Licensed Surveyor,
Surveyor's Plan Version (6),
31/08/2023, SPEAR Ref: S183074A

Digitally signed by:
Cardinia Shire Council,
27/10/2023,
SPEAR Ref: S183074A



SEE SHEET 3

PS902242W



Cardinia
ADVERTISED MATERIAL
 Planning Application: T260327
 Date Prepared: 04 June 2026

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.

Reserve No. 1
 E-3
 SEE SHEET 2

TAYLORS

Urban Development | Built Environments | Infrastructure
 8 / 270 Femtree Gully Road, Notting Hill, Victoria, 3168
 Tel: 61 3 9501 2800 | Web: taylorss.com.au

SCALE 1:500

LENGTHS ARE IN METRES

Digitally signed by: Mark James Sommerville, Licensed Surveyor,
 Surveyor's Plan Version (6),
 31/08/2023, SPEAR Ref: S183074A

ORIGINAL SHEET SIZE: A3

Ref. 00426-S4 Ver. 6

SHEET 5

Digitally signed by:
 Cardinia Shire Council,
 27/10/2023,
 SPEAR Ref: S183074A

PS902242W

CREATION OF RESTRICTION A

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restriction with the intent that the burden of the restriction runs with and binds the burdened land and the benefit of the restriction is annexed to and runs with the benefited land.

BURDENED LAND: See Table 1
 BENEFITED LAND: See Table 1

RESTRICTION:

The registered proprietor or proprietors of any burdened lot must not:

1. Except with the written consent of the Responsible Authority, build or allow to be built on the land any dwelling outside of the prescribed building envelope.
2. Except with the written consent of the Responsible Authority, build or allow to be built on the land any dwelling (and/or associated works), other than in accordance with approved design guidelines as approved by Cardinia Shire Council.
3. Build or allow to be built on the land any dwelling (and/or associated works) which have not been approved by the Skymont Design Review Panel.

Expiry date: 31/12/2038

BUILDING ENVELOPE SCHEDULE

TABLE 1

BURDENED LOT No.	BENEFITING LOTS ON THIS PLAN
401	402
402	401, 403
403	402, 404
404	403
405	406, 410
406	405, 407, 408, 409, 410
407	406, 408
408	406, 407, 409
409	406, 408, 411, 412
410	405, 406, 411
411	409, 410, 412
412	409, 411
413	414, 416
414	413, 415, 416
415	414, 416
416	413, 414, 415, 417
417	416, 418
418	417, 419
419	418, 420
420	419



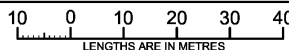
Cardinia
ADVERTISED MATERIAL
 Planning Application: T260327
 Date Prepared: 04 June 2026

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.



Urban Development | Built Environments | Infrastructure
 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
 Tel: 61 3 9501 2800 | Web: taylorss.com.au

SCALE
 1:1000



Digitally signed by: Mark James Sommerville, Licensed Surveyor,
 Surveyor's Plan Version (6),
 31/08/2023, SPEAR Ref: S183074A

ORIGINAL SHEET
 SIZE: A3

Ref. 00426-S4
 Ver. 6

SHEET 6

Digitally signed by:
 Cardinia Shire Council,
 27/10/2023,
 SPEAR Ref: S183074A

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

Section 181 Planning and Environment Act 1987



Lodged by:

Name: MADDOCKS
Phone: 03 9258 3555
Address: Collins Square, Tower Two, Level 25, 727 Collins Street Melbourne VIC 3008
Ref: TGM:7533104
Customer Code: 1167E

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: Volume 07361 Folio 075

Responsible Authority: Cardinia Shire Council of 20 Siding Avenue, Officer, Victoria

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

Signing

AUSTRALIAN LEGAL PRACTITIONER

Representing: Representing [Redacted]
Signer Name: [Redacted]

Signer Organisation: MADDOCKS

Signer Role: Australian Legal Practitioner

Cardinia
ADVERTISED MATERIAL
Planning Application: T260327
Date Prepared: 04 June 2026
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.

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.

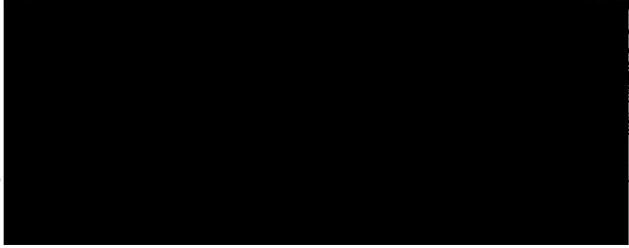
Executed on behalf of: Cardinia Shire Council

Signer Name:



Signer Organisation: MADDOCKS

Signer Role: Australian Legal Practitioner



Signature:

Execution Date: 3 July 2018

TERRENCE MATTHEW GEORGE MONTEBELLO
727 Collins St, Melbourne 3008
An Australian legal practitioner
within the meaning of the Legal
Profession Uniform Law (Victoria)

Cardinia
ADVERTISED MATERIAL
 Planning Application: T260327
 Date Prepared: 04 June 2026

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.

Maddocks



Date / /

Agreement under Section 173 of the Planning and Environment Act 1987

Subject Land: 155 Peck Road, Officer

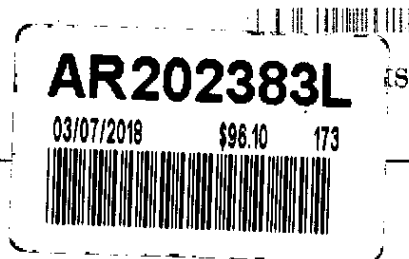
Purpose of Agreement - WIK for Infrastructure Projects and Land Projects.

Cardinia Shire Council
and

Martin Adams Property Pty Ltd (as trustee for the Martin Adams Property Trust)
ACN005264399


Cardinia
ADVERTISED MATERIAL
 Planning Application: T260327
 Date Prepared: 04 June 2026

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.



Contents

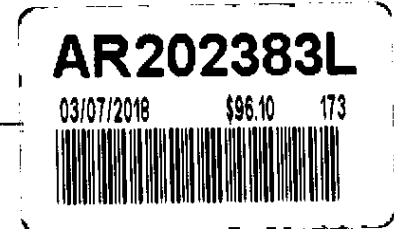
- 1. **Definitions**4
- 2. **Interpretation**7
- 3. **Purposes of Agreement**8
- 4. **Reasons for Agreement**8
- 5. **Agreement required**9
- 6. **Owner's specific obligations**9
- 7. **Agreed Land Value**11
- 8. **Parties' obligations**12
- 9. **Acknowledgement by the Parties**13
- 10. **Owner's further obligations**13
- 11. **Agreement under section 173 of the Act**.....14
- 12. **Owner's warranties**14
- 13. **Successors in title**.....15
- 14. **General matters**.....15
- 15. **GST**16
- 16. **GAIC**.....16
- 17. **Foreign resident capital gains withholding**.....16
- 18. **Commencement of Agreement**.....19
- 20. **Ending of Agreement**19
- Schedule 1**.....21
- Schedule 2**.....22
- Schedule 3**.....23
- Schedule 4**.....24
- Schedule 5**.....25
- Schedule 6**.....27


Cardina
ADVERTISED MATERIAL
 Planning Application: T260327
 Date Prepared: 04 June 2026

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.

Agreement under Section 173 of the Planning and Environment Act 1987

Dated / /



Parties

Name	Cardinia Shire Council
Address	Municipal Offices, 20 Siding Avenue, Officer, Victoria
Short name	Council

Name	Martin Adams Property Pty Ltd as trustee for the Martin Adams Property Trust
	ACN 005264399
Address	39/15 Beach Road, Port Melbourne 3207 Victoria
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme. Council is also the Collecting Agency and the Development Agency under the Development Contributions Plan.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. The Development Contributions Plan applies to the Subject Land and adjacent areas. It outlines the contributions expected from individual landholders within the area covered by the Development Contributions Plan to fund infrastructure and services required as a result of development of the area.
- D. The Owner has asked Council for permission to carry out certain works which are funded by the Development Contributions Plan.
- E. The Owner has asked Council for permission to -
 - E.1 carry out and provide each Infrastructure Project;
 - E.2 to transfer or vest each Land Project in Council;
 in return for a credit against the Owner's obligation to pay the Development Infrastructure Levy.
- F. Council has agreed to allow the Owner -
 - F.1 to provide each Infrastructure Project; and


ADVERTISED MATERIAL
 Planning Application: T260327
 Date Prepared: 04 June 2026

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.



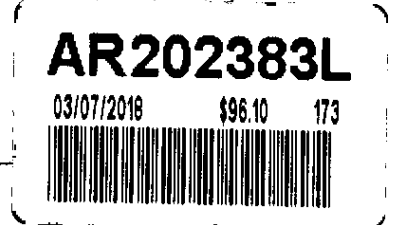
Maddocks

F.2 transfer to or vest in Council each Land Project

in return for a Credit against the Owner's obligation to pay the Development Infrastructure Levy on the terms and conditions set out in this Agreement.

G. Council and the Owner have also agreed that the Owner will undertake the Localised Infrastructure Projects in accordance with this Agreement. The Localised Infrastructure Projects do not qualify for any credit against the Owner's Development Contribution Levy liability under the Development Contributions Plan.

THE PARTIES AGREE



1. Definitions

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

Act means the *Planning and Environment Act 1987*.

Adjustment Index means the Australian Bureau of Statistics Price Index, Output of Construction Industry – Victoria publication series 6427.0 Table 17 or if the index ceases to exist, the nearest equivalent index.

Agreed Land Value means the value set out or specified in Schedule 6B in respect of each Land Project which is deemed to include all transfer costs, costs of Plans of Subdivision, registration fees and the like or any other amount which has been specifically agreed to in writing by Council.

Agreed Project Value means the amount set out or referred to in Schedule 6A in respect of each Infrastructure Project or any other amount which has been specifically agreed in writing by Council.

Agreement means this Deed.

Anticipated Cost of Construction means the anticipated price of the delivery of the Infrastructure Project. For an Infrastructure Project, the Anticipated Cost of Construction includes all project design and engineering fees.

Approved Plans means the designs of the Infrastructure Projects or Localised Infrastructure Projects as the case may be as approved by Council under clause 6.3.

Building has the same meaning as in the Act.

Certificate of Practical Completion means a certificate in writing prepared by Council stating that an Infrastructure Project or Localised Infrastructure Project as the case may be has been completed to the satisfaction of Council.

Certificate of Occupancy means an occupancy permit under the *Building Act 1993*.

Civil Works means construction works which are identified in engineering drawings approved by Council, including roads, bridges, culverts, paths and trails.

Collecting Agency has the meaning given to that term in the Development Contributions Plan.

Community Infrastructure Levy means a levy payable under the Development Contributions Plan for community infrastructure.

Cardina
ADVERTISED MATERIAL
 Planning Application: T260327
 Date Prepared: 04 June 2026

This copied document is made available for the purpose of the planning process as required by 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.



Maddocks

Consent Fee means a fee payable by the Owner to Council for deciding whether to give consent for anything this Agreement provides must not be done without Council's consent, and which is payable at the rate of:

- (a) \$102 if paid within 12 months from the date that this Agreement commences; or
- (b) \$102 plus Indexation if paid at any time after 12 months from the date that this Agreement commences.

Conservation Management Plan means any approved conservation management plan or similar with respect to an area within which an Infrastructure Project or Localised Infrastructure Project is to be constructed.

Construction Management Plan means any approved construction management plan or similar with respect to an area within which an Infrastructure Project or Localised Infrastructure Project is to be constructed.

Construction Procedures means the procedures set out in Schedule 5.

Council Infrastructure means infrastructure delivered by Council within the municipality.

CPI means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

Current Address means:

- (a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- (b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

Current Email means:

- (a) for Council, mail@cardinia.vic.gov.au, or any other email address listed on Council's website; and
- (b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

Credit means a credit, in the amount of the Agreed Project Value for the relevant Infrastructure Project, against the amount of the Development Contributions Levy that the Owner is obliged to pay for the Subject Land under this Agreement and the Development Contributions Plan.

Defects Liability Period means the defects liability period specified in Schedule 4B.

Development Agency has the meaning given to that term in the Development Contributions Plan.

Development Contributions Levy has the same meaning as in the Development Contributions Plan. In this Agreement it means the levy payable per developable hectare at the rate specified in the Development Contributions Plan for the Subject Land. It does not include the Community Infrastructure Levy that is also payable under the Development Contributions Plan.



Cardinia
 UNCLASSIFIED MATERIAL
 Planning Application: T260327
 Date Prepared: 04 June 2026

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.



Maddocks

Development Contributions Plan or DCP means the Development Contributions Plan described in Schedule 2.

Endorsed Plans means the plans endorsed under the Planning Permit.

GAIC means the Growth Areas Infrastructure Contribution under the Act.

Indexation means an annual adjustment to the Consent Fee carried out using the CPI as the indices for the adjustment.

Infrastructure Project means a project identified in the relevant column of the table to Schedule 6A and which may be further illustrated and defined in the Public Infrastructure Plan.

Inherent GAIC Liability means the current or future liability of the Subject Land for GAIC upon the happening of a GAIC event as defined and described in the Act.

Land Project means the land project described in the relevant column of the table to Schedule 6B – 1 and which may be further illustrated and defined in the Public Infrastructure Plan.

Landscape Components means the soft and hard landscaping components of an Infrastructure Project or a Land Project and includes all tree and shrub planting, grass seeding or turf, paving, watering systems and the like.

Landscape Maintenance Period means the maintenance of the Landscape Components for the period of 24 months from the issue of a Certificate of Practical Completion for an Infrastructure Project or a Land Project.

Landscape Works means landscape works relevant to any Infrastructure Project or Land Project and which are identified on a landscape plan prepared by the Owner and approved by Council from time to time.

Localised Infrastructure means works, services or facilities necessitated by the subdivision or development of land including but not limited to provision of utility services such as water supply, stormwater drainage, sewerage, gas and electricity services, telecommunications infrastructure and local roads, bridges, culverts and other water crossings, any required associated traffic control measures and devices. For the purposes of this Agreement, Localised infrastructure does not include the infrastructure required for the Projects or other infrastructure that is in the nature of regional or state infrastructure.

Localised Infrastructure Project means a project to be delivered by the Owner under this Agreement as identified in the relevant column of the table to Schedule 6C and which may be further illustrated and defined in the Public Infrastructure Plan.

Maintenance Period means the maintenance period specified in Schedule 4A.

Over Provision means the amount by which the Credit to which the Owner is entitled in accordance with this Agreement exceeds the Owner's liability to pay the Development Contributions Levy in respect of the Subject Land.

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

Party or parties means the parties to this Agreement.




ADVERTISED MATERIAL
 Planning Application: T260327
 Date Prepared: 04 June 2026

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.

Plan Checking Fee means a fee payable to Council by the Owner for checking plans for an Infrastructure Project or Localised Infrastructure Project and which is payable at the rate of 0.75% of the Anticipated Cost of Construction.

Plan of Subdivision means a plan of subdivision which creates an additional lot which can be disposed of separately or which is intended to be used for a dwelling or which can be re-subdivided.

Planning Permit means the planning permit referred to in Schedule 3.

Planning Scheme means the Cardinia Planning Scheme and any other planning scheme that applies to the Subject Land.

Precinct Structure Plan means the Precinct Structure Plan described in Schedule 2.

Public Infrastructure Plan means the plan labelled 'Public Infrastructure Plan' which is attached to this Agreement and marked as Annexure 1.

Residential Lot means a lot created as a result of the subdivision of the Subject Land which in the opinion of Council is of a size and dimension such that it is intended to be developed as a housing lot without further subdivision.

Satisfaction Fee means a fee payable by the Owner to Council for determining whether any one of the Owner's obligations has been undertaken to Council's satisfaction and which is payable at the rate of:

- if paid within 12 months of the date this Agreement commences, \$102; or
- if paid at any time after 12 months of the date this Agreement commences, \$102 plus Indexation.

Schedule means a schedule to this Agreement.

Stage followed by a reference to a stage number is a reference to a specified stage of the development of the Subject Land as identified in any staging plan forming part of plans endorsed under the Planning Permit for the Subject Land.

Statement of Compliance means a Statement of Compliance under the *Subdivision Act* 1988.

Subject Land means the land described in Schedule 1 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

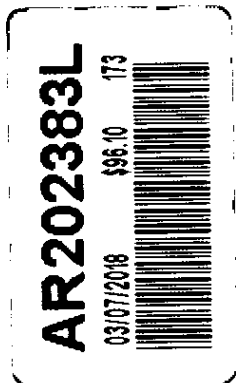
Supervision Fee means a fee payable to Council by the Owner for supervision of a Infrastructure Project or Localised Infrastructure Project as the case may be and which is payable at the rate of 2.5% of the Anticipated Cost of Construction.

Template Contract means the form of the contract of sale of land which is held at the offices of Council as the Template Contract. A copy of the Template Contract may be obtained by a request made of Council during ordinary business hours.

Works has the same meaning as in the Act.

2. Interpretation

In this Agreement unless the context admits otherwise:




ADVERTISED MATERIAL

Planning Application: T260327
Date Prepared: 04 June 2026

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.

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Purposes of Agreement

The Parties acknowledge and agree that the purposes of this Agreement are to:

- 3.1.1 record the terms and conditions on which Council as the Collecting Agency under the Development Contributions Plan has granted its consent to the Owner to undertake the Infrastructure Projects and the Land Projects;
- 3.1.2 to record the terms on which the Owner must provide the Localised Infrastructure Projects; and
- 3.1.3 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Reasons for Agreement

The Parties acknowledge and agree that Council entered into this Agreement for the following reasons:

- 4.1 the Owner has elected to enter into this Agreement in order to carry out the Infrastructure Projects and to provide the Land Projects in return for a Credit against its liability to pay the Development Contributions Levy; and
- 4.2 where the Owner is required to make cash payments to Council to meet the Owner's liability to pay the Development Contributions Levy for the Subject Land, then those payments are to be made in accordance with the timeframes set out in this Agreement.

Cardinia
ADVERTISED MATERIAL
 Planning Application: T260327
 Date Prepared: 04 June 2026

AR 2023831

03/07/2018 \$96.10 173



the purpose of the planning process as of 1987. The information must not be used for any other purpose. You acknowledge and agree that you will only use the information for the purpose specified above and that any dissemination, distribution or copying of this document is strictly prohibited.



Maddocks

5. Agreement required

The Parties agree that this Agreement will continue to be required unless Council confirms in writing that it is no longer required.

6. Owner's specific obligations

6.1 Payment of Development Contributions Levy

The Owner covenants and agrees that:

- 6.1.1 the Owner must pay the Development Contributions Levy in cash on a stage by stage basis prior to the issue of a Statement of Compliance in accordance with the Development Contributions Plan; and
- 6.1.2 the Owner's liability to pay the Development Contributions Levy in clause 6.1.1 is subject to the Owner's entitlement to a Credit under this Agreement.

6.2 Infrastructure Projects

The Owner covenants and agrees that:

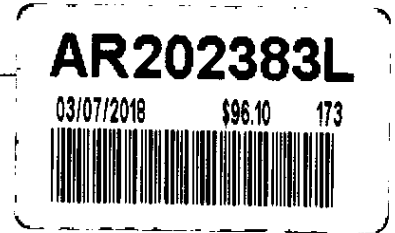
- 6.2.1 the Owner will construct the Infrastructure Projects specified in Schedule 6A prior to the milestones identified in Schedule 6A unless another time is agreed with the Collecting Agency, for the Agreed Project Value; and
- 6.2.2 the Agreed Project Value will be paid
 - (a) first as a Credit against the Owner's liability to pay the Development Contributions Levy in the manner described in and payable at the time set out in the Schedule 6A of this Agreement;

and then -
 - (b) as a payment to the Owner where the Agreed Project Value is greater than the Owner's total liability to pay the Development Infrastructure Levy.

6.3 Design and Construction of Infrastructure Projects and Localised Infrastructure Projects

The Owner covenants and agrees that:

- 6.3.1 the Owner will, at its initial cost, prepare detailed design and engineering plans and specifications of the Infrastructure Projects and Localised Infrastructure Projects (**Designs**) and submit the Designs to Council;
- 6.3.2 the Designs must:
 - (a) be to the satisfaction of Council;
 - (b) comply with any relevant standard set out in the Development Contributions Plan; and



Cardinia
ADVERTISED MATERIAL
 Planning Application: T260327
 Date Prepared: 04 June 2026

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.

- (c) comply with any conditions or requirements set out in the Planning Permit or the Planning Scheme –

and the approval of the Designs by Council will be reflected by a set of plans and specifications which are endorsed by Council as Approved Plans or the like;

- 6.3.3 the Owner will obtain all necessary permits and approvals for the Infrastructure Projects and Localised Infrastructure Projects;
- 6.3.4 prior to any contract being awarded for the Infrastructure Projects, the Owner will:
 - (a) submit to Council for its approval a copy of the terms and conditions of any contract to be awarded generally in accordance with the Approved Plans;
 - (b) submit the proposed construction program to Council for approval;
- 6.3.5 in carrying out the works associated with an Infrastructure Project or Localised Infrastructure Project which is carried out on any land owned by Council, the Owner must provide for the protection of people and property in accordance with appropriate occupational health and safety plans and practices which have first been approved by the owner of any land upon which the works associated with the Infrastructure Project or Localised Infrastructure Project as the case may be are to be conducted;

- 6.3.6 the Owner will:
 - (a) construct the Infrastructure Projects and Localised Infrastructure Projects in accordance with the Approved Plans to the satisfaction of Council unless Council has approved in writing a variation from the Approved Plans;
 - (b) obtain any other approval required under any other applicable legislation or Regulation;
 - (c) take any mitigation measures required under any approved Conservation Management Plan or Construction Management Plan that applies to the Subject Land or any other land which contains an Infrastructure Project or Localised Infrastructure Project as the case may be identified in the Public Infrastructure Plan;
 - (d) comply with the Construction Procedures;
 - (e) pay to Council the Plan Checking Fee and Supervision Fee for the Infrastructure Projects and Localised Infrastructure Projects; and
- 6.3.7 each Infrastructure Project and Localised Infrastructure Project will be completed before the milestone described in the relevant schedule and if an Infrastructure Project or Localised Infrastructure Project is not completed before that milestone, Council may withhold any Statement of Compliance relating to the Stage comprising or subsequent to the relevant milestone unless alternative arrangements are made to the satisfaction of Council for the completion of the Infrastructure Project or Localised Infrastructure Project as the case may be.

6.4 Certificate of Practical Completion

The Owner covenants and agrees that:

- 6.4.1 the issue of a Certificate of Practical Completion by Council is subject to compliance with this Agreement and the Construction Procedures;



Cardinia

ADVERTISED MATERIAL

Planning Application: T260327
Date Prepared: 04 June 2026

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.



Maddocks

6.4.2 following the issue of the Certificate of Practical Completion for an Infrastructure Project or Localised Infrastructure Project, the Owner:

- (a) must provide Council with a copy of any maintenance information, operational manual or other material which is reasonably required for the ongoing operation and maintenance of the Infrastructure Project or Localised Infrastructure Project;
- (b) must provide a copy of any certificate, consent or approval required by any authority for the carrying out, use or occupation of the Infrastructure Project or Localised Infrastructure Project;
- (c) is responsible for the maintenance of the Infrastructure Project or Localised Infrastructure Project in good order, condition and repair to the satisfaction of Council for the period specified in Schedule 4A from the date of the issue of the Certificate of Practical Completion; and
- (d) is responsible for the repair of any defects during the Defects Liability Period specified in Schedule 4B from the date of the issue of the Certificate of Practical Completion.



6.5 Land Project

The Owner must at the election of Council either transfer to or vest in Council each Land Project specified in Schedule 6B for the Agreed Project Value:

- 6.5.1 prior to the milestones identified in Schedule 6B unless another time is agreed in writing with the Collecting Agency;
- 6.5.2 where the Agreed Land Value is payable as a Credit or payment, as the case may be, as described in and payable at the time set out in Schedule 6B.

6.6 Localised Infrastructure Projects

The Owner covenants and agrees that the Owner will at its own cost in each and every respect, construct the Localised Infrastructure Projects specified in Schedule 6C prior to the milestones identified in Schedule 6C.

6.7 Landscaping of Land Project

The Owner covenants and agrees that each Land Project transferred to or vested in Council must be landscaped at the Owner's cost in accordance with any landscape masterplan and any subsequent detailed landscape construction plan approved under the Planning Permit in relation to the Subject Land to the satisfaction of Council prior to the land being transferred or vested to or in Council and the Landscape Components must then be maintained in good order and repair for the Landscape Maintenance Period.

6.8 Public Infrastructure Plan

The Owner covenants and agrees that subject to this Agreement, the Owner will comply with and implement the Public Infrastructure Plan.

7. Agreed Land Value

7.1 The Parties agree that:


ADVERTISED MATERIAL
 Planning Application: T260327
 Date Prepared: 04 June 2026

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.



Maddocks

- 7.1.1 the Agreed Land Value replaces the market value and any other method of calculating compensation payable to a person under the *Land Acquisition and Compensation Act 1986* and the Act in respect of a Land Project; and
- 7.1.2 upon payment being made in accordance with this Agreement whether as a monetary amount or by a Credit in respect of the Agreed Land Value or any other amount agreed to be paid under this Agreement in respect of any land, no other compensation is payable for the effect of severance or for solatium as those terms or concepts are understood in the context of the *Land Acquisition and Compensation Act 1986* or for any other category of or form of loss or compensation in respect of a Land Project.

7.2 Agreed Land Value composition

The Owner and Council agree that the Agreed Land Value includes all transfer costs, costs of plans of subdivision, registration fees and the like or any other amount which has been specifically agreed to in writing by Council.

7.3 Environmental Assessment

The Owner agrees that that prior to transferring to or vesting each Land Project to or in Council, the Owner must provide Council with an environmental assessment prepared by a properly qualified environmental consultant that clearly and unequivocally states that each Land Project is suitable to be used and developed for purpose for which it is intended.



8. Parties' obligations

8.1 Credit

The Parties agree that:

- 8.1.1 upon the issue of a Certificate of Practical Completion in respect of an Infrastructure Project, the Owner will be entitled to the Credit for that Infrastructure Project as set out in Schedule 6A;
- 8.1.2 upon the provision of a Credit for an Infrastructure Project, Council's obligations to the Owner in respect of that Infrastructure Project are complete but the Owner's obligations for maintenance and repair of defects of the Infrastructure Project under this Agreement remain for the duration of the Maintenance Period or Defects Liability Period;
- 8.1.3 upon the transfer or vesting of Land Project in Council, the Owner will be entitled to a Credit in respect of the relevant Land Project in Schedule 6B in respect of the Agreed Land Value; and
- 8.1.4 after the expiry of the Maintenance Period referred to in Schedule 4A and the Defects Liability Period referred to in Schedule 4B, maintenance of the works and repair of any defects in respect of an Infrastructure Project, those projects become the responsibility of Council; and
- 8.1.5 where an amount is payable to the Owner in respect of an Infrastructure Project listed in Schedule 6A and that item is identified in the relevant schedule as having a Credit as the funding source, the amount payable to the Owner must be first made to the Owner and taken by the Owner as a Credit at the time set out in Schedule 6A.

Cardinia

ADVERTISED MATERIAL

Planning Application: T260327
Date Prepared: 04 June 2026

This information is made available for the purpose of the planning process as required by 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.



8.2 Reimbursement for Over Provision

The Parties agree that:

- 8.2.1 Council will not reimburse the Owner for the Over Provision unless the Owner's liability to pay the Development Contributions Levy has been satisfied in respect of all Stages of the subdivision of the Subject Land, unless an alternative time is specified in Schedule 6A or Schedule 6B of this Agreement; and
- 8.2.2 upon Council making a payment for Over Provision to the Owner in accordance with clause 8.2.1, the Owner will no longer be entitled to any Credit existing prior to that payment.

9. Acknowledgement by the Parties

The Parties acknowledge and agree that compliance with the obligations of this Agreement does not relieve the Owner of any obligation imposed by Council or a Tribunal to provide Localised Infrastructure which obligation may be imposed as a requirement in a planning permit for the subdivision or development of the Subject Land.



10. Owner's further obligations

10.1 Notice and registration

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

10.2 Further actions

The Owner:

- 10.2.1 must do all things necessary to give effect to this Agreement;
- 10.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with section 181 of the Act; and
- 10.2.3 agrees to do all things necessary to enable Council to do so, including:
 - (a) sign any further agreement, acknowledgment or document; and
 - (b) obtain all necessary consents to enable the recording to be made.

10.3 Fees

Within 14 days of a written request for payment, the Owner must pay to Council any:

- 10.3.1 Plan Checking Fee;
- 10.3.2 Supervision Fee; and
- 10.3.3 Satisfaction Fee.


ADVERTISED MATERIAL
 Planning Application: T260327
 Date Prepared: 04 June 2026

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.

10.4 Council's costs to be paid

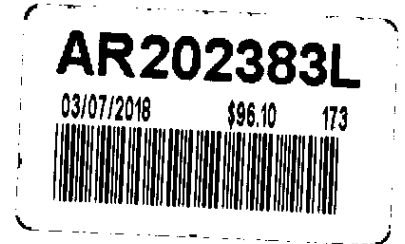
The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

- 10.4.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- 10.4.2 preparing, drafting, finalising and recording any amendment to this Agreement; and
- 10.4.3 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

10.5 Time for giving consent

If Council makes a request for payment of:

- 10.5.1 a fee under clause 10.3.3; or
- 10.5.2 any costs or expenses under clause 10.3.3,



the Parties agree that Council will not decide whether the Owner's obligation has been undertaken to Council's satisfaction until payment has been made to Council in accordance with the request.

10.6 Interest for overdue money

The Owner agrees:

- 10.6.1 the Owner must pay to Council interest in accordance with section 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date; and
- 10.6.2 if interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

10.7 Template Contract

Where land is proposed to be transferred to or vested in Council under this Agreement, and either Council or the Owner requires a contract to be entered into between the Owner and Council, the contract must be in the form of the Template Contract.

11. Agreement under section 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with section 173 of the Act.

12. Owner's warranties

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

Cardinia

ADVERTISED MATERIAL

Planning Application: T260327
Date Prepared: 04 June 2026

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.



Maddocks

12.2 The Owner warrants that the Land Project is in an environmental condition such as to be suitable to be used and developed for the purpose for which it is intended to be put.

13. Successors in title

Until such time as a memorandum of this Agreement is recorded on the certificate of title of the Subject Land, the Owner must require successors in title to:

- 13.1 give effect to this Agreement; and
- 13.2 enter into a deed agreeing to be bound by the terms of this Agreement.



14. General matters

14.1 Notices

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

- 14.1.1 personally on the other Party;
- 14.1.2 by leaving it at the other Party's Current Address;
- 14.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- 14.1.4 by email to the other Party's Current Email.

14.2 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

14.3 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

14.4 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

14.5 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

is available for Cardina

ADVERTISED MATERIAL
 Planning Application: T260327
 Date Prepared: 04 June 2026

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.

14.6 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

15. GST

- 15.1 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.
- 15.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 15.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 15.4 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.
- 15.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 15.3.

16. GAIC

- 16.1 The Owner acknowledges and agrees that all land transferred to or vested in Council pursuant to this Agreement must have any Inherent GAIC Liability discharged prior to it being transferred to or vested in Council and to the extent it is not, the Owner shall remain liable to Council for any GAIC liability incurred by Council.
- 16.2 The Parties agree that clause 16.1 survives the termination of this Agreement.
- 16.3 The Owner agrees that the Owner must provide a certificate of release under section 201SY of the Act confirming the release of the land referred to in clause 16.1 from its inherent GAIC liability.

17. Foreign resident capital gains withholding

17.1 Definitions

For the purposes of this clause, the following definitions apply:

Clearance Certificate means a valid clearance certificate under section 14-220(1) of Schedule 1 to the Tax Act.

Consideration means any monetary and non-monetary consideration including a Credit required to be paid or given by Council to the Owner for the transfer or vesting of a Land Project under this Agreement.

Excluded Transaction has the meaning given to that term in section 14-215 of Schedule 1 to the Tax Act.

Statement of Compliance has the same meaning as in the Subdivision Act 1988

Tax Act means the *Taxation Administration Act 1953 (Clwth)*



Cardinia
ADVERTISED MATERIAL
 Planning Application: T260327
 Date Prepared: 04 June 2026

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.



Variation Amount means, where the Owner has served a Variation Notice on Council, the amount required to be withheld as specified in the Variation Notice.

Variation Notice means a valid variation notice issued by the Australian Taxation Office in respect of a variation application made under section 14-235(2) of Schedule 1 of the Tax Act.

17.2 Foreign resident status of Owner

The Owner is taken to be foreign residents under Subdivision 14-D of Schedule 1 to the Tax Act unless the Owner gives to Council a Clearance Certificate no later than 10 Business Days before the Land Project is transferred to or vested in Council.

17.3 Excluded transaction

17.3.1 Clause 17.5 does not apply if:

- (a) the transfer or vesting of the Land Project is an Excluded Transaction; and
- (b) the Owner provides Council with all information and documentation to satisfy Council that the transfer or vesting of the Land Project is an Excluded Transaction no later than 10 Business Days before the Land Project as the case may be is transferred to or vested in Council's ownership.

17.3.2 Without limiting clause 17.3.1, the transfer or vesting of a Land is an Excluded Transaction if the market value of the Land Project as at the date of this Agreement is less than \$750,000.

17.4 Variation notice

If the Owner provides Council with a Variation Notice prior to the transfer or vesting of the Land Project, then Council will adjust the withholding amount (as specified in clause 17.5 below) in accordance with the Variation Notice.

17.5 Withholding

17.5.1 This clause 17.5 applies if the Owner is taken to be foreign residents under clause 17.2 and the Owner has not satisfied Council that the transfer or vesting of the a Land Project is an Excluded Transaction under clause 17.3.

17.5.2 Subject to clauses 17.5.3 and 17.5.4, Council will deduct from any monetary consideration payable to the Owner an amount equal to:

- (a) 12.5% of the Consideration (excluding GST) in accordance with section 14-200(3) of Schedule 1 to the Tax Act; or
- (b) the Variation Amount, if the Owner have provided Council with a Variation Notice in accordance with clause 17.4,

(withholding amount).

17.5.3 Subject to clause 17.5.4, if any monetary consideration payable to the Owner is less than 12.5% of the Consideration, the Owner must deliver to Council:

- (a) a cash payment equal to 12.5% of the Consideration (or such other amount as required by Council); or

Cardinia
 APPROVED MATERIAL
 Planning Application: T260327
 Date Prepared: 04 June 2026

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 any dissemination, distribution or copying of this document is strictly prohibited.

AR202383L

03/07/2018 \$96.10 173

- (b) the Variation Amount, if the Owner has provided Council with a Variation Notice in accordance with clause 17.4 -

upon delivery of the executed form of this Agreement to Council or such other time as Council may have allowed in writing as notified to the Owner.

17.5.4 If there is no Consideration specified in this Agreement, the Owner must deliver to Council:

- (a) a cash payment equal to 12.5% of the market value of the Land Project valued as at the date of this Agreement; or
- (b) the Variation Amount, if the Owner has provided Council with a Variation Notice in accordance with clause 17.4,

upon delivery of the executed form of this Agreement to Council or such other time as Council may have allowed in writing as notified to the Owner and the Developer.

17.6 Council to remit withholding amount

17.6.1 Council agrees to:

- (a) pay the withholding amount or amounts determined under clause 17.5 to the Reserve Bank of Australia (on behalf of the Australian Taxation Office) by electronic funds transfer immediately after the earlier of:
 - (i) Council receiving a transfer of land in respect of the Land Project, in registrable form; or
 - (ii) the registration of a plan of subdivision which vests the Land Project in Council's ownership;
- (b) provide the Owner with a copy of the purchaser payment notification form submitted by Council to the Australian Taxation Office; and
- (c) provide the Owner with a copy of any receipt of payment or proof of payment of the withholding amount issued by the Australian Taxation Office to Council.



17.7 Consideration adjusted after withholding

For the avoidance of doubt and notwithstanding anything else in this Agreement, the Consideration payable to the Owner and the Developer is reduced to the extent that a withholding amount is deducted from the Consideration under clause 17.5.

17.8 Owner to co-operate

17.8.1 The Owner must:

- (a) not procure the registration of a plan of subdivision which vests a Land Project in Council's ownership unless:
 - (i) a Clearance Certificate has been provided to Council; or
 - (ii) the Owner and Council have agreed upon the amount to be withheld by and/or remitted by Council to the Australian Taxation Office in accordance with clause 17.5;


UNREVIEWED MATERIAL
 Planning Application: T260327
 Date Prepared: 04 June 2026

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.



Maddocks

- (b) provide Council with 20 Business Days prior written notice of the lodgement of a plan of subdivision at Land Use Victoria which will have the effect of vesting any land in Council's ownership; and
- (c) notify Council immediately on the date on which a plan of subdivision registers which vests land in Council's ownership.

17.8.2 The Owner must provide Council with all information, documentation and assistance necessary to enable Council to comply with its obligation to pay the withholding amount within the time set out in section 14-200(2) of Schedule 1 to the Tax Act.

17.9 Owner's and Developer's warranty

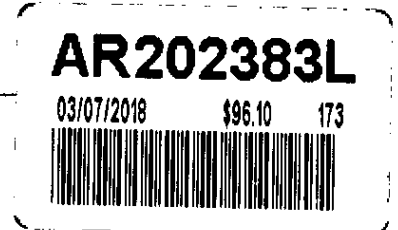
The Owner warrants that the information provided to Council under this clause 17 is true and correct.

17.10 Indemnity

The Owner agrees to indemnify Council against any interest, penalty, fine or other charge or expense incurred by Council as a result of the Owner's failure to comply with this clause 17.

18. Commencement of Agreement

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



19. Amendment of Agreement

19.1 This Agreement may be amended in accordance with the Act.

19.2 If notice of a proposal to amend this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to amend this Agreement are required to be notified of the proposal.

20. Ending of Agreement

20.1 This Agreement ends when the Owner has complied with all of its obligations (including all maintenance and defect obligations) under this Agreement.

20.2 Notwithstanding clause 20.1, the Owner may request in writing Council's consent to end the Agreement in respect of Residential Lots in any Stage upon the issue of a Statement of Compliance in respect of that Stage.

20.3 Council will not unreasonably withhold its consent to a written request made pursuant to clause 20.2 if it is satisfied that the obligations in this Agreement are secured to its satisfaction.

20.4 If notice of a proposal to end this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that part of the Subject Land that is the subject of the proposal to end this Agreement are required to be notified of the proposal.





Maddocks

- 20.5 On the issue of a Statement of Compliance for a plan of subdivision for Residential Lots created over the Subject Land or earlier by agreement with Council, the Agreement ends in respect of that part of the Subject Land in the plan of subdivision in accordance with section 177(2) of the Act provided that at all times, the Agreement must remain registered on the balance of the Subject Land.
- 20.6 Once this Agreement ends as to part of the Subject Land in accordance with clause 20.1 Council will, within a reasonable time, following a request from the Owner and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183 of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.
- 20.7 On completion of all the Owner's obligations in accordance with this Agreement, Council must as soon as practicable following the ending of this Agreement and at the request and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183 of the Act to cancel the recording of this Agreement on the register.



ADVERTISED MATERIAL

Planning Application: T260327

Date Prepared: 04 June 2026

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.



Maddocks

Schedule 1

Subject Land

Address: 155 Peck Road, Officer Victoria

Certificate of Title Details: Volume 07361 Folio 075




Cardinia
ADVERTISED MATERIAL
Planning Application: T260327
Date Prepared: 04 June 2026

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.



Schedule 2

Development Contributions Plan

The Development Contributions Plan is the **Cardinia Road Development Contributions Plan**, as amended from time to time, being an Incorporated Document in the Planning Scheme.

Precinct Structure Plan

The Precinct Structure Plan is the **Cardinia Road Precinct Structure Plan**, as amended from time to time, being an Incorporated Document in the Planning Scheme.




Cardinia
ADVERTISED MATERIAL
Planning Application: T260327
Date Prepared: 04 June 2026

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.



Maddocks

Schedule 3

Planning Permit

Permit Number planning permit T140500 issued on 9 February 2016 as amended from time to time including the plans endorsed under the planning permit.




Cardinia
ADVERTISED MATERIAL
Planning Application: T260327
Date Prepared: 04 June 2026

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.



Maddocks

Schedule 4

Schedule 4A

Maintenance Period

- The Maintenance Period for Civil Works is 12 months.



Schedule 4B

Defects Liability Period

- The Defects Liability Period for Civil Works is 12 months.
- The Defects Liability Period for Landscape Works is 24 months.


ADVERTISED MATERIAL
Planning Application: T260327
Date Prepared: 04 June 2026

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.



Schedule 5

Construction Procedures

Procedure for issue of Certificate of Practical Completion

1. Upon the completion of the Infrastructure Project or Localised Infrastructure Project the Owner must notify Council or any other relevant authority.
2. Within 14 days of receiving notice of the completion of an Infrastructure Project or Localised Infrastructure Project from the Owner, Council or any other relevant authority must inspect the Infrastructure Project or Localised Infrastructure Project and determine whether or not to issue the Certificate of Practical Completion.
3. If Council is not satisfied with the Infrastructure Project or Localised Infrastructure Project, Council may refuse to issue a Certificate of Practical Completion provided Council:
 - a. identifies in what manner or respect the Infrastructure Project or Localised Infrastructure Project is not satisfactorily completed; and
 - b. what must be done to satisfactorily complete the Infrastructure Project or Localised Infrastructure Project.
4. Council may, notwithstanding the detection of a minor non-compliance determine to issue a Certificate of Practical Completion if Council is satisfied that the proper completion of the outstanding matter can be secured by the payment of a financial amount to Council or the provision of some other security for the proper completion of that outstanding matter.

Access

5. Before accessing land owned by Council or a third party for the purpose of constructing any Infrastructure Project or Localised Infrastructure Project, or undertaking any maintenance or repair of defects in respect of any Infrastructure Project or Localised Infrastructure Project in accordance with this Agreement, the Owner must satisfy Council or if requested by a third party that person, that the Owner has:
 - a. consent of the owner of land to access such land; and
 - b. it has satisfied any condition of such consent.
6. The Owner is responsible for putting in place all proper occupational health and safety plans as may be required under any law of the State of Victoria.
7. Subject to the Owner satisfying any conditions of consent to access land owned by Council, Council will provide all reasonable access as may be required to its land in order to enable an Infrastructure Project or Localised Infrastructure Project to be completed, maintained or repaired in accordance with the Approved Plans.

Quality of work

8. Apart from any other requirement contained in the Agreement, all work must:
 - a. Accord with Council's Engineering Standard Drawings and Specifications unless otherwise approved;
 - b. use good quality materials, not involving asbestos and which are suitable for the purpose for which they are required;
 - c. be carried out in a good and workmanlike manner;
 - d. be fit and structurally sound, fit for purpose and suitable for its intended use;



ADVERTISED MATERIAL

Planning Application: T260327
Date Prepared: 04 June 2026

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.



Maddocks

- e. not encroach on land other than the land shown in any plans or specifications approved by Council;
- f. comprise best industry practice;
- g. unless otherwise authorised comply with any relevant current Australian Standard; and
- h. accord with a construction management plan to be prepared to the satisfaction of Council.



ADVERTISED MATERIAL

Planning Application: T260327
Date Prepared: 04 June 2026

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.

Schedule 6

Schedule 6A – Infrastructure Projects

Infrastructure Project Number	Infrastructure Project Description	Extent of Infrastructure Project	Milestone for the completion of the Infrastructure Project	Agreed Project Value	Funding Source	Timing for Payment/Credit
2	Construction of – northern East West Road (west of Cardinia Road extension) includes culvert across Gum Scrub & Quirks	Portion of Officer DCP Item DI_RO_10, from eastern property boundary to western property boundary	Prior to the issue of Statement of Compliance for Stage 3	11.27% of the value set out in the DCP for the Infrastructure Project indexed to the financial year, as at the date of practical completion	DCP	Upon issue of a Certificate of Practical Completion for the Infrastructure Project




ADVERTISED MATERIAL
 Planning Application: T260327
 Date Prepared: 04 June 2026

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.

Schedule 6B – 1 Land Project

Land Project Number	Land Project Description	Title or plan reference	Area of the Land Project	Milestone for transfer or vesting of the Land Project	Agreed Land Value	Funding Source	Timing for Payment / Credit
1	Purchase of land for East West Road (west of Cardinia Road extension) being part of DCP Item DI_LA_06.	As per future plan of subdivision	Approximately 1440 square metres	Upon issue of a Statement of Compliance for Stage 3	\$144,210.25	DCP	Credit upon vesting of the Land Project in Council

Schedule 6C – Localised Infrastructure Projects

Localised Infrastructure Project Number	Localised Infrastructure Project Description	Extent of Localised Infrastructure Project	Milestone for the completion of the Localised Infrastructure Project	Funding Source
7	Upgrade of Local Access Road (Peck Road)	From Brown Road to eastern property boundary.	Prior to the issue of Statement of Compliance for Stage 1	Developer





ADVERTISED MATERIAL

 Planning Application: T260327

 Date Prepared: 04 June 2026

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.



Maddocks

Signing Page

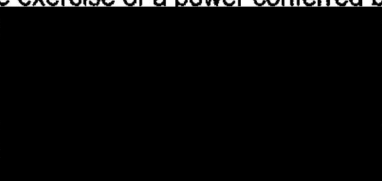
Signed, sealed and delivered as a deed by the



Signed by and on behalf, and with the authority, of the **Cardinia Shire Council** by

(Name),
(Title),

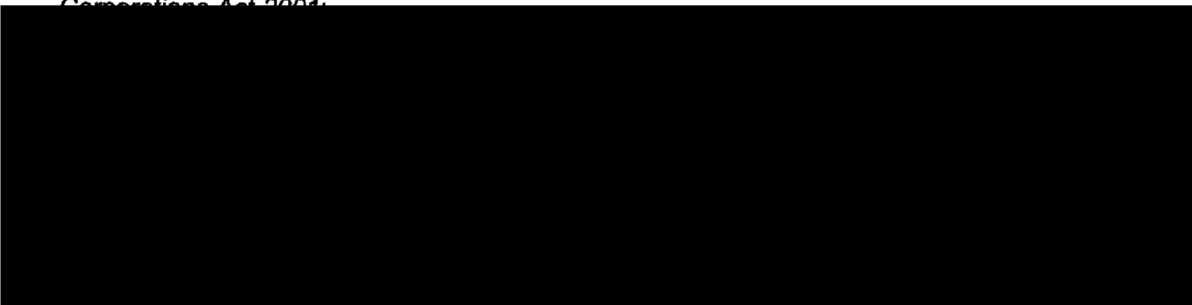
in the exercise of a power conferred by an Instrument of Reference of:



Witness



Executed by Martin Adams Property Pty Ltd ACN 005264399 in accordance with s 127(1) of the Corporations Act 2001




Cardinia
ADVERTISED MATERIAL
 Planning Application: T260327
 Date Prepared: 04 June 2026

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.

AR202383L

03/07/2018 \$96.10 173



Attachment 1

Public Infrastructure Plan

Public Infrastructure Plan
Infrastructure and Land Projects

PIP Item	Description	Developer Works (Non DCP Item)	Works/Land in lieu (of DCP payments)*	DCP Reference	Responsibility for construction (or acquisition)	Expected (financial) year for delivery**
1	Land required for northern East West Road (west of Cardinia Road extension)	No	Yes	DI_LA_6	Developer	2018
2	Road Construction - northern East West Road (west of Cardinia Road extension) includes culvert across Gum Scrub & Quirks Creeks	No	Yes	DI_RD_10	Developer	2019
3	Quirks Creek Retarding Basin - Rehabilitation and Conservation (Stage 1)	No	Yes	DI_OS_3a	others	2020
4	Quirks Creek Retarding Basin - Rehabilitation and Conservation (Stage 2)	No	Yes	DI_OS_3b	others	2020
5	Land required for Melbourne Water drainage and retarding purposes.	Yes	No	NA	Developer	2020
6	Land required for encumbered open space - over the gas pipeline	Yes	No	NA	Developer	2019
7	Construction of Peck Road from Browns Road to the sites eastern boundary	Yes	No	NA	Developer	2019

NOTES








* Where the PIP is for and in the Cardinia Road PSP area, the provision of land or extent of works to be created (in case and/or % to be determined) as part of the related Section 173 Agreement.

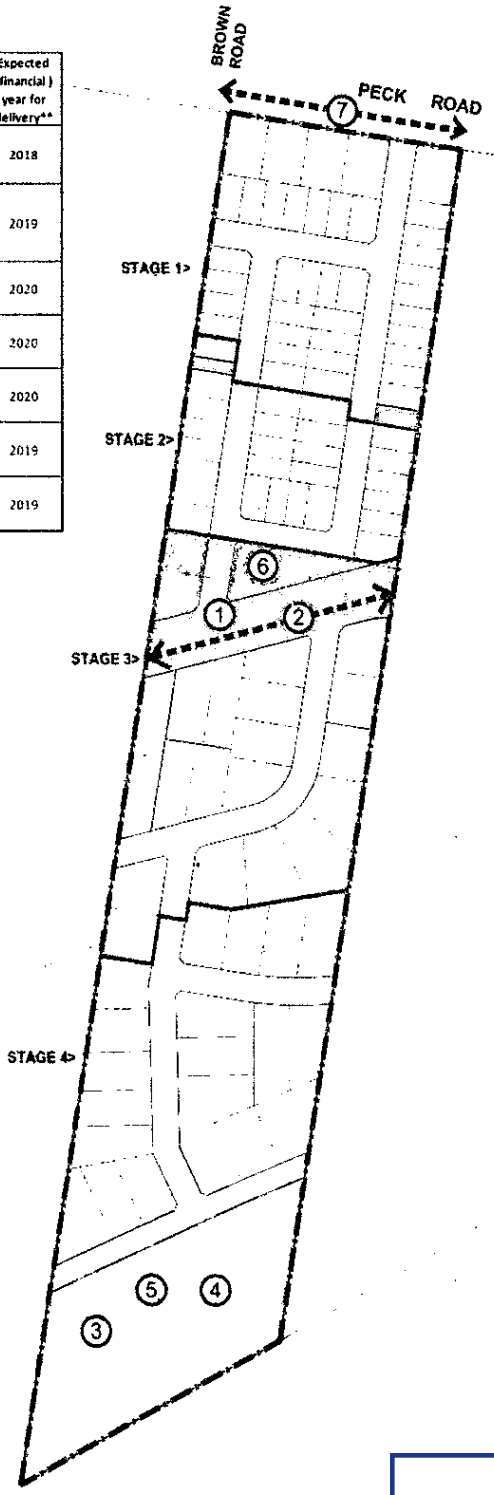
** Or as agreement in a related Section 173 Agreement registered on file.


The Cardinia Road PSP and Cardinia Planning Scheme requires or, by consent, allows the Public Open Space Open Space acquisition in accordance with the Cardinia Road PSP to be addressed as part of a Section 173 Agreement Registered on file.

Open Space to be installed to the satisfaction of the Responsible Authority.

LEGEND

-  item 1
-  item 2
-  item 3,4,5
-  item 6
-  item 7
-  Encumbered Open Space
-  Local Drainage Reserve



TAYLORS  0 25 50 75 meters

90425 | CONCEPT 138 | PIP
13 MAR 18
RAB AGT

155 Peck Road
Officer 3809
Cardinia City Council

PUBLIC INFRASTRUCTURE PLAN

Cardinia
ADVERTISED MATERIAL
Planning Application: T260327
Date Prepared: 04 June 2026

Publicly available document made available for the purpose of the planning process as per 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.



Department of Transport and Planning

Electronic Instrument Statement

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

Produced 03/03/2026 08:24:59 AM

Status	Registered	Dealing Number	AV066814E
Date and Time Lodged	28/11/2021 09:27:37 PM		

Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	MYM:S173LC: 8437091

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
--------------	----------

Privacy Collection Statement

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

Estate and/or Interest

FEE SIMPLE

Land Title Reference

12273/247

Instrument and/or legislation

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

Applicant(s)

Name	CARDINIA SHIRE COUNCIL
Address	
Property Name	CARDINIA SHIRE OFFICE
Street Number	20
Street Name	SIDING
Street Type	AVENUE
Locality	OFFICER
State	VIC
Postcode	3809



ADVERTISED MATERIAL
Planning Application: T260327
Date Prepared: 04 June 2026

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. 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.



Department of Transport and Planning

Electronic Instrument Statement

Additional Details

Refer Image Instrument

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

Execution

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

Executed on behalf of	CARDINIA SHIRE COUNCIL
Signer Name	KRISTIN RICHARDSON
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	28 NOVEMBER 2021

File Notes:

NIL

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

Statement End.



ADVERTISED MATERIAL

Planning Application: T260327
Date Prepared: 04 June 2026

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.

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	AV066814E
Number of Pages (excluding this cover sheet)	12
Document Assembled	03/03/2026 08:24

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.

 Cardinia ADVERTISED MATERIAL Planning Application: T260327 Date Prepared: 04 June 2026
<small>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.</small>



Maddocks

Lawyers
Collins Square, Tower Two
Level 25, 727 Collins Street
Melbourne VIC 3008
Australia

Telephone 61 3 9258 3555
Facsimile 61 3 9258 3666

info@maddocks.com.au
www.maddocks.com.au

DX 259 Melbourne

Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: Lot B on PS 8437091

Cardinia Shire Council
and

Martin Adams Property Pty Ltd
ACN 005 264 399

AVO66814E



ADVERTISED MATERIAL

Planning Application: T260327
Date Prepared: 04 June 2026

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.



Maddocks

Contents

1.	Definitions.....	2
2.	Interpretation.....	3
3.	Purposes of Agreement.....	4
4.	Reasons for Agreement.....	4
5.	Agreement required.....	4
6.	Owner's specific obligations.....	4
6.1	Landscape Strips.....	4
7.	Owner's further obligations.....	4
7.1	Notice and registration.....	4
7.2	Further actions.....	5
7.3	Fees.....	5
7.4	Council's costs to be paid.....	5
7.5	Time for determining satisfaction.....	5
7.6	Interest for overdue money.....	5
8.	Land to be affected after registration of Plan of Subdivision.....	5
9.	Agreement under s 173 of the Act.....	6
10.	Owner's warranties.....	6
11.	Successors in title.....	6
12.	General matters.....	6
12.1	Notices.....	6
12.2	Counterparts.....	6
12.3	No waiver.....	7
12.4	Severability.....	7
12.5	No fettering of Council's powers.....	7
12.6	Inspection of documents.....	7
12.7	Governing law.....	7
13.	Commencement of Agreement.....	7
14.	Ending of Agreement.....	7

Cardina

ADVERTISED MATERIAL

Planning Application: T260327

Date Prepared: 04 June 2026

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.



Maddocks

Agreement under section 173 of the Planning and Environment Act 1987

Dated 25/11/2021

Parties

Name	Cardinia Shire Council
Address	20 Siding Avenue, Officer, Victoria
Short name	Council

Name	Martin Adams Property Pty Ltd ACN 005 264 399
Address	89 Hornby Street, Windsor Victoria 3181
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 21 of the Planning Permit.





Maddocks

The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreement means this Agreement and includes this Agreement as amended from time to time.

Approved Plan means the 'Subdivision Masterplan, dated 20 January 2021' prepared by Taylors and endorsed by Council from time to time or such other plan approved by Council.

CPI means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

Current Address means:

- (a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- (b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

Current Email means:

- (a) for Council, mail@cardinia.vic.gov.au, or any other email address listed on Council's website; and
- (b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

Endorsed Plans means the plans endorsed under the Planning Permit.

Indexation means an annual adjustment to the Consent Fee carried out in accordance with CPI.

Landscape Strip means each area delineated and identified as a 'Landscape Strip' or the like on the Approved Plan.

Lot means a lot created by a subdivision of the Subject Land whether in accordance with the Planning Permit or otherwise.

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

Owner's obligations includes the Owner's specific obligations and the Owner's further obligations.

Party or Parties means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

Cardinia

ADVERTISED MATERIAL

Planning Application: T260327
Date Prepared: 04 June 2026

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.



Maddocks

Planning Permit means planning permit no. T140500, as amended from time to time, issued on 9 February 2016, authorising the development and subdivision of the Subject Land in accordance with plans endorsed by Council.

Planning Scheme means the Cardinia Planning Scheme and any other planning scheme that applies to the Subject Land.

Satisfaction Fee means a fee payable by the Owner to Council for determining whether any one of the Owner's obligations has been undertaken to Council's satisfaction, or for deciding whether to give consent for anything this Agreement provides must not be done without Council's consent, and which is payable at the rate of:

- (c) \$330.70 if paid within 12 months from the date that this Agreement commences; or
- (d) \$330.70 plus Indexation if paid at any time after 12 months from the date that this Agreement commences.

Stage means a reference to a specified stage of the development of the Subject Land as identified on the Approved Plan.

Subject Land means the land situated at Lot B on PS 8437091 being the land referred to in certificate of title volume 12273 folio 247 and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land;
- 2.9 if the Subject Land is subdivided further, 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; and
- 2.10 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.



ADVERTISED MATERIAL

Planning Application: T260327
Date Prepared: 04 June 2026

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.



Maddocks

3. Purposes of Agreement

The Parties acknowledge and agree that the purposes of this Agreement are to:

- 3.1 give effect to the Planning Permit and
- 3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Reasons for Agreement

The Parties acknowledge and agree that Council entered into this Agreement for the following reasons:

- 4.1 Council would not have issued the Planning Permit without the condition requiring this Agreement;
- 4.2 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit; and
- 4.3 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

5. Agreement required

The Parties agree that this Agreement will continue to be required unless Council confirms in writing that it is no longer required.

6. Owner's specific obligations

6.1 Landscape Strips

In each Stage of the development which contains Landscape Strips, the Owner must

- 6.1.1 at the full cost of the Owner; and
- 6.1.2 to the satisfaction of Council provide for the:
 - (a) establishment of the Landscape Strips in accordance with the Endorsed Plans;
 - (b) maintenance of the Landscape Strips; and
 - (c) protection of the Landscape Strips.

7. Owner's further obligations

7.1 Notice and registration

The Owner must bring this Agreement to the attention of all prospective occupiers, purchasers, lessees, licensees, mortgagees, chargees, transferees and assignees.


ADVERTISED MATERIAL
Planning Application: T260327
Date Prepared: 04 June 2026

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.



Maddocks

7.2 Further actions

The Owner:

- 7.2.1 must do all things necessary to give effect to this Agreement;
- 7.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with s 181 of the Act; and
- 7.2.3 agrees to do all things necessary to enable Council to do so, including:
 - (a) sign any further agreement, acknowledgment or document; and
 - (b) obtain all necessary consents to enable the recording to be made.

7.3 Fees

The Owner must pay any Satisfaction Fee to Council within 14 days after a written request for payment.

7.4 Council's costs to be paid

The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

- 7.4.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- 7.4.2 preparing, drafting, finalising and recording any amendment to this Agreement;
- 7.4.3 determining whether any of the Owner's obligations have been undertaken to Council's satisfaction; and
- 7.4.4 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

7.5 Time for determining satisfaction

If Council makes a request for payment of any Satisfaction Fee under clause 7.3, the Parties agree that Council will not decide whether to grant the consent sought until payment has been made to Council in accordance with the request.

7.6 Interest for overdue money

- 7.6.1 The Owner must pay to Council interest in accordance with s 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.
- 7.6.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

8. Land to be affected after registration of Plan of Subdivision

- 8.1.1 Following registration of a plan of subdivision for the relevant Stage this Agreement is to be registered only on Lots 305, 306, 307 and Lots 401, 402, 403, 404 and 420;


ADVERTISED MATERIAL
Planning Application: T260327
Date Prepared: 04 June 2026

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.



Maddocks

8.1.2 If this Agreement is registered on any part of the Subject Land other than Lots provided for in clause 7.7.1, the Owner of land which this Agreement is registered may request the Council to consent to the removal of this Agreement from their land.

9. Agreement under s 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with s 173 of the Act.

10. Owner's warranties

The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

11. Successors in title

Until such time as a memorandum of this Agreement is recorded on the certificate of title of the Subject Land, the Owner must require successors in title to:

- 11.1 give effect to this Agreement; and
- 11.2 enter into a deed agreeing to be bound by the terms of this Agreement.

12. General matters

12.1 Notices

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

- 12.1.1 personally on the other Party;
- 12.1.2 by leaving it at the other Party's Current Address;
- 12.1.3 by posting it by priority prepaid post addressed to the other Party at the other Party's Current Address; or
- 12.1.4 by email to the other Party's Current Email.

12.2 Counterparts

This Agreement may be executed in counterparts, all of which taken together constitute one document.


Cardina

ADVERTISED MATERIAL

Planning Application: T260327
Date Prepared: 04 June 2026

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.



Maddocks

12.3 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

12.4 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

12.5 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

12.6 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

12.7 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

13. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date the Planning Permit was issued.

14. Ending of Agreement

14.1 This Agreement comes to an end within the meaning of section 177(1) of the Act:

14.1.1 On the creation of all of the Lots which do not contain Landscape Strips as required on the Approved Plan;

14.1.2 if the parties agree in writing to end the Agreement

14.1.3 if the parties agree in writing to end the Agreement wholly or in part or as to any part of the Subject Land in accordance with section 177(2) of the Act, in accordance with that agreement; or

14.1.4 if a decision to end the Agreement is made under Part 9 Division 2 of the Act, in accordance with that decision,

whichever occurs first.

14.2 If notice of a proposal to end this Agreement is required pursuant to section 178C of the Act, the parties agree that only Council and the Owner of the Subject Land or that person or


ADVERTISED MATERIAL
Planning Application: T260327
Date Prepared: 04 June 2026

This copied document is made available for the purpose of the planning process as required by 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.



Maddocks

Subject Land that is the subject of the proposal to end this Agreement are required to be notified of the proposal.

- 14.3 For the avoidance of doubt, the parties agree that section 182A of the Act does not apply and that the purchaser of any Lot which do not contain Landscape Strips as required on the Approved Plan do not become a party to the Agreement.
- 14.4 Once this Agreement ends as to part of the Subject Land, Council will, within a reasonable time following a request from the Owner and at the cost of the requesting party, 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 as to that part of the Subject Land.

AVO66814E



ADVERTISED MATERIAL

Planning Application: T260327
Date Prepared: 04 June 2026

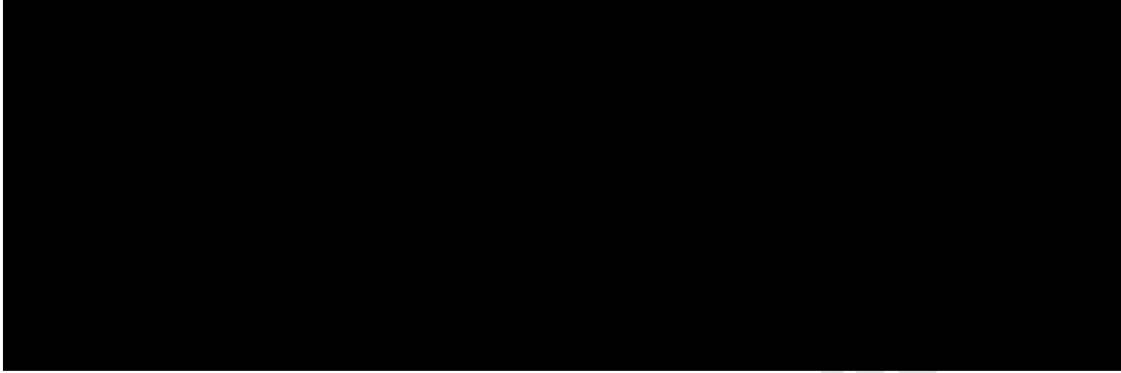
This copied document is made available for the purpose of the planning process as set out in the *Planning and Environment Act 1987*. The information must not be used for any other purpose. By taking a copy of this document you acknowledge and agree that you will only use the document for the purpose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



Maddocks

Signing Page

Signed, sealed and delivered as a deed by the Parties.



AV066814



ADVERTISED MATERIAL

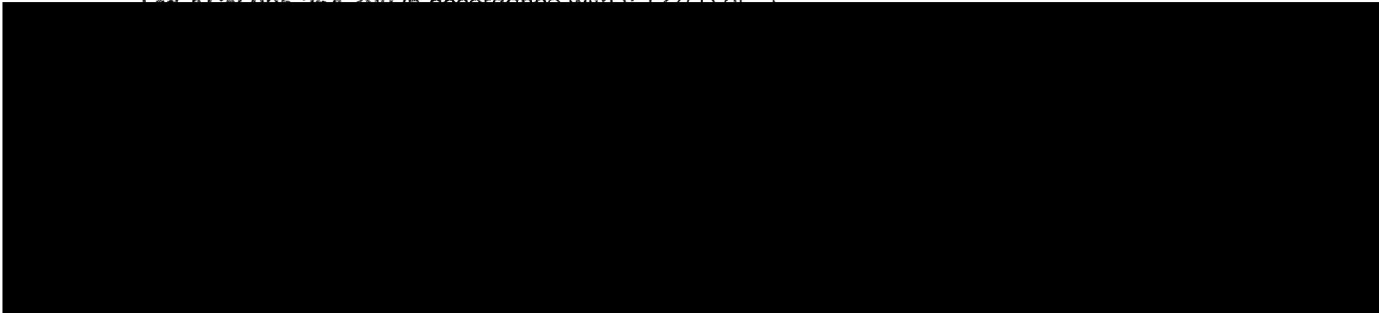
Planning Application: T260327
Date Prepared: 04 June 2026

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.



Maddocks

Executed as a deed by Martin Adams Property Pty)
L41 A GN 995 264 200 in accordance with s 127(1) of)



AVO668141



ADVERTISED MATERIAL

Planning Application: T260327
Date Prepared: 04 June 2026

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.

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

Section 181 **Planning and Environment Act 1987**

AQ439845J



registers and indexes.

Form 21

Lodged by:

Name: MADDOCKS
Phone: 03 9258 3555
Address: Collins Square, Tower Two, Level 25, 727 Collins Street Melbourne VIC 3008
Ref: KAL:NGW:7129233
Customer Code: 1167E

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: Volume 07361 Folio 075

Responsible Authority: Cardinia Shire Council of 20 Siding Avenue, Officer, Victoria

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

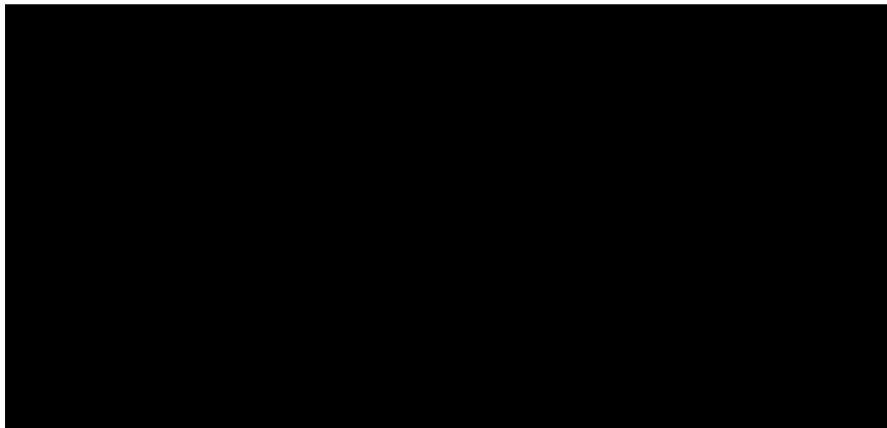
A copy of the agreement is attached to this application

Signature for the Authority:

Name of officer:

Position Held:

Date:



ADVERTISED MATERIAL

Planning Application: T260327
Date Prepared: 04 June 2026

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.

AQ439845J

13/11/2017 \$94.60 173



Collins Square, Tower Two
Level 25, 727 Collins Street
Melbourne Victoria 3008
Australia

Telephone 61 3 9258 3555
Facsimile 61 3 9258 3666

info@maddocks.com.au
www.maddocks.com.au

DX 259 Melbourne

**Agreement under section 173
of the Planning and Environment Act 1987**
Subject Land: 155 Peck Road, Officer

**Cardinia Shire Council
and**

**Martin Adams Property Pty Ltd
ACN 005 264 399**

[7129233: 20254126_1]


ADVERTISED MATERIAL
Planning Application: T260327
Date Prepared: 04 June 2026

Interstate offices
Canberra Sydney
Affiliated offices around the world through the
Advoc network www.advoc.com

Information 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. This document you acknowledge and agree that you will not use the document for the purpose specified above and any reproduction or copying of this document is strictly prohibited.

AQ439845J

13/11/2017

\$94.60

173



Contents

1.	Definitions.....	1
2.	Interpretation	3
3.	Purposes of Agreement.....	4
4.	Reasons for Agreement.....	4
5.	Agreement required	4
6.	Owner's specific obligations	4
	6.1 Waste Collection	4
	6.2 Right of Access	5
	6.3 Indemnity and Release	5
	6.4 Maintenance of Turning Areas to facilitate Waste Collection Services	5
7.	Owner's further obligations	6
	7.1 Notice and registration	6
	7.2 Further actions:	6
	7.3 Fees	6
	7.4 Council's costs to be paid	6
	7.5 Time for determining satisfaction	6
	7.6 Interest for overdue money	7
	7.7 Notification of compliance with Owner's obligations	7
8.	Agreement under s 173 of the Act.....	7
9.	Owner's warranties	7
10.	Successors in title	7
11.	General matters	7
	11.1 Notices	7
	11.2 No waiver	8
	11.3 Severability	8
	11.4 No fettering of Council's powers	8
	11.5 Inspection of documents	8
	11.6 Governing law	8
12.	Commencement of Agreement.....	8
13.	Ending of Agreement.....	8



Cardinia

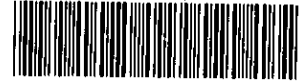
ADVERTISED MATERIAL

Planning Application: T260327
Date Prepared: 04 June 2026

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.

AQ439845J

13/11/2017 \$94.60 173



Agreement under section 173 of the Planning and Environment Act 1987

Dated 8 November 2017

Parties

Name	Cardinia Shire Council
Address	20 Siding Avenue, Pakenham, Victoria
Short name	Council

Name	Martin Adams Property Pty Ltd (ACN 005 264 399)
Address	15 Beech Street, Port Melbourne, Victoria
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council has issued the Planning Permit authorising the multi-lot subdivision of the Subject Land.
- D. Condition 1(i) of the Planning Permit address a requirement to provide temporary court bowls or turning areas for any roads within the development which do not connect through to the external road network. The purpose of this condition is to provide appropriate conditions to facilitate Waste Collection Services.
- E. This Agreement sets out the conditions pursuant to which Council will provide Waste Collection Services for the Subject Land.

The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreement means this Agreement and includes this Agreement as amended from time to time.


ADVERTISED MATERIAL
 Planning Application: T260327
 Date Prepared: 04 June 2026

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.

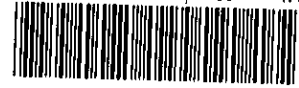
page 1

AQ439845J

13/11/2017

\$94.60

173



CPI means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

Current Address means:

- (a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- (b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

Current Email means:

- (a) for Council, mail@cardinia.vic.gov.au, or any other email address listed on Council's website; and
- (b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

Green Waste means all types of garden organic waste produced or accumulated in or on the Subject Land.

Household Waste means all domestic waste associated with and arising from use of residential premises, including Green Waste, Recyclable Waste and hard waste.

Indexation means an annual adjustment to the Satisfaction Fee carried out in accordance with CPI.

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

Owner's obligations includes the Owner's specific obligations and the Owner's further obligations.

Planning Permit means planning permit no. T140500, as amended from time to time, issued on 9 February 2016, authorising:

- the subdivision of the Subject Land
- removal of native vegetation; and
- associated works (including road works),

in accordance with plans endorsed by Council.

Planning Scheme means the Cardinia Planning Scheme and any other planning scheme that applies to the Subject Land.

Private Land means all parts of the Subject Land other than areas of the Subject Land which have been transferred to or vested in Council.

Recyclable Waste means Household Waste which is able to be recycled.


ADVERTISED MATERIAL
Planning Application: T260327
Date Prepared: 04 June 2026

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 or copying of this document is strictly prohibited.

page 2

AQ439845J

13/11/2017 \$94.60 173



Residential Lot means a lot created as a result of the subdivision of the Subject Land which in the opinion of Council is of a size and dimension such that it is intended to be developed as a housing lot without further subdivision.

Satisfaction Fee means a fee payable by the Owner to Council for determining whether any one of the Owner's obligations has been undertaken to Council's satisfaction, or for deciding whether to give consent for anything this Agreement provides must not be done without Council's consent, and which is payable at the rate of:

- (a) \$102 if paid within 12 months from the date that this Agreement commences; or
- (b) \$102 plus Indexation if paid at any time after 12 months from the date that this Agreement commences.

Subject Land means the land situated at 155 Peck Road, Officer being the land referred to in certificate of title volume 07361 folio 075 and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

Temporary Garbage Truck Turning Lot means the lot shown with a hash (#) on the Waste Management Plan.

Turning Areas means those areas shown in the Waste Management Plan as designed for the purpose of facilitating the movement of waste collection vehicles, including trucks. This includes:

- areas nominated as 'garbage truck turning area' or similar;
- areas providing detail of swept path diagrams which contemplate vehicle movement.

Waste Collection Services means waste collection services including Household Waste collection services, Recyclable Waste collection services, hard waste collection services and Green waste collection services.

Waste Management Plan means the plan prepared by Taylors entitled "Waste Management Key Plan" and 'Waste Management Enlargement' (Job No. 00426, Concept 13B, WMP1 & WMP2, 27 September 2017), a copy of which is included as Attachment 1 to this Agreement or any other waste management plan for the Subject Land endorsed by Council from time to time.

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;

Cardinia
ADVERTISED MATERIAL
 Planning Application: T260327
 Date Prepared: 04 June 2026

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.

page 3

AQ439845J

13/11/2017

\$94.60

173



- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Purposes of Agreement

The Parties acknowledge and agree that the purposes of this Agreement are to:

- 3.1 give effect to the Planning Permit; and
- 3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Reasons for Agreement

The Parties acknowledge and agree that Council has entered into this Agreement for the following reasons:

- 4.1 Council would not have issued the Planning Permit without the condition informing this Agreement;
- 4.2 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

5. Agreement required

The Parties agree that this Agreement will continue to be required until the Owner has complied with all of the Owner's obligations.

6. Owner's specific obligations

The Owner covenants and agrees that:

6.1 Waste Collection

6.1.1 the Owner must:

- (a) ensure that Household Waste is presented for collection in a manner consistent with the Waste Management Plan; and
- (b) ensure that Household Waste is stored on and collected from the Subject Land;


ADVERTISED MATERIAL
Planning Application: T260327
Date Prepared: 04 June 2026

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 distribution or copying of this document is strictly prohibited.

AQ439845J

13/11/2017 \$94.60 173



6.2 Right of Access

6.2.1 with respect to the Temporary Garbage Truck Turning Lot, the Owner agrees to at all times provide Council, its employees, agents and contractors access to the Subject Land for the purpose of Waste Collection Services. The Parties agree that the access to be provided must be sufficient to allow for the safe and efficient movement of waste collection vehicles, including trucks;

6.3 Indemnity and Release

6.3.1 with respect to the Temporary Garbage Truck Turning Lot, the Owner:

- (a) will indemnify and keep indemnified Council, its employees, agents and contractors from and against all costs, losses or damages which the Council, its employees, agents and contractors may sustain, incur or suffer or be or become liable for in respect of any claim brought by any person arising from or referable to the collection of waste on Private Land;
- (b) releases and forever discharges Council, its employees, agents and contractors from and against all claims which the Owner has or may have in the future arising from or referable to the collection of waste pursuant to this Agreement;

6.3.2 the indemnity referred to in clause 6.3.1(a) of this Agreement shall not cover costs, losses or damages suffered by an entity seeking to rely upon the indemnity if such costs, losses or damages are caused by that entity's reckless acts or omissions.

For the avoidance of doubt, where an entity is precluded from relying upon the indemnity referred to in clause 6.3.1(a) of this Agreement as a result of this clause 6.3.2, such preclusion shall not affect the right of any other entity entitled to rely on the indemnity to rely on the same;

6.4 Maintenance of Turning Areas to facilitate Waste Collection Services

6.4.1 until such time as the road network shown in the Waste Management Plan connects through to properties to the east and west of the Subject Land so as to provide convenient access to the external road network, the Owner must take all steps necessary to ensure that Turning Areas are maintained to facilitate Waste Collection Services, including but not limited to:

- (a) constructing roads, crossovers and other necessary traffic measures to a standard appropriate to accommodate waste collection vehicles, including trucks;
- (b) ensuring that roads remain trafficable and free of obstructions;
- (c) unless otherwise agreed in writing with Council, retaining the Temporary Garbage Truck Turning Lot in its current undeveloped state;
- (d) ensuring that the Subject Land is not developed in such a way as to impede Waste Collection Services as contemplated in the Waste Management Plan.


ADVERTISED MATERIAL
 Planning Application: T260327
 Date Prepared: 04 June 2026

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.

page 9



7. Owner's further obligations

7.1 Notice and registration

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

7.2 Further actions

The Owner:

- 7.2.1 must do all things necessary to give effect to this Agreement;
- 7.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with s 181 of the Act; and
- 7.2.3 agree to do all things necessary to enable Council to do so, including:
 - (a) sign any further agreement, acknowledgment or document; and
 - (b) obtain all necessary consents to enable the recording to be made.

7.3 Fees

The Owner must pay any Satisfaction Fee to Council within 14 days after a written request for payment.

7.4 Council's costs to be paid

The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

- 7.4.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- 7.4.2 preparing, drafting, finalising and recording any amendment to this Agreement;
- 7.4.3 determining whether any of the Owner's obligations have been undertaken to Council's satisfaction; and
- 7.4.4 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

7.5 Time for determining satisfaction

If Council makes a request for payment of:

- 7.5.1 a fee under clause 7.3; or
- 7.5.2 any costs or expenses under clause 7.4.3,

the Parties agree that Council will not decide whether the Owner's obligation has been undertaken to Council's satisfaction, or whether to grant the consent sought, until payment has been made to Council in accordance with the request.

AQ439845J



7.6 Interest for overdue money

7.6.1 The Owner must pay to Council interest in accordance with s 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.

7.6.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

7.7 Notification of compliance with Owner's obligations

The Owner must notify Council of its compliance with all of the Owner's obligations.

8. Agreement under s 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with s 173 of the Act.

9. Owner's warranties

The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

10. Successors in title

Until such time as a memorandum of this Agreement is recorded on the certificate of title of the Subject Land, the Owner must require successors in title to:

10.1 give effect to this Agreement; and

10.2 enter into a deed agreeing to be bound by the terms of this Agreement.

11. General matters

11.1 Notices

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

11.1.1 personally on the other Party;

11.1.2 by leaving it at the other Party's Current Address;

11.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or

11.1.4 by email to the other Party's Current Email.


ADVERTISED MATERIAL
 Planning Application: T260327
 Date Prepared: 04 June 2026

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.

page 7

AQ439845J

13/11/2017

\$94.60

173



11.2 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

11.3 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

11.4 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

11.5 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

11.6 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

12. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date Council executes this Agreement.

13. Ending of Agreement

13.1 This Agreement will end upon confirmation by Council that the arrangements for Waste Collection Services provided for in this Agreement are no longer necessary.

13.2 Notwithstanding clause 13.1, the Owner may request in writing Council's consent to end the Agreement in respect of Residential Lots in any Stage upon the issue of a Statement of Compliance in respect of that Stage.

13.3 Council will not unreasonably withhold its consent to a written request made pursuant to clause 13.2 if it is satisfied that the obligations in this Agreement are secured to its satisfaction.

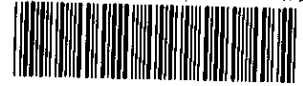
13.4 On the issue of a Statement of Compliance for a plan of subdivision for Residential Lots created over the Subject Land or earlier by agreement with Council, the Agreement ends in respect of that part of the Subject Land in the plan of subdivision in accordance with section 177(2) of the Act provided that at all times, the Agreement must remain registered on the balance of the Subject Land.


ADVERTISED MATERIAL
 Planning Application: T260327
 Date Prepared: 04 June 2026

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.

AQ439845J

13/11/2017 \$94.60 173



- 13.5 Once this Agreement ends as to part of the Subject Land in accordance with clause 13.1 Council will, within a reasonable time, following a request from the Owner and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183 of the Act to cancel the recording of this Agreement on the register as to that part of the Subject Land.

- 13.6 On completion of all the Owner's obligations in accordance with this Agreement, Council must as soon as practicable following the ending of this Agreement and at the request and at the cost of the Owner, execute all documents necessary to make application to the Registrar of Titles under section 183 of the Act to cancel the recording of this Agreement on the register.


Cardina
ADVERTISED MATERIAL
Planning Application: T260327
Date Prepared: 04 June 2026

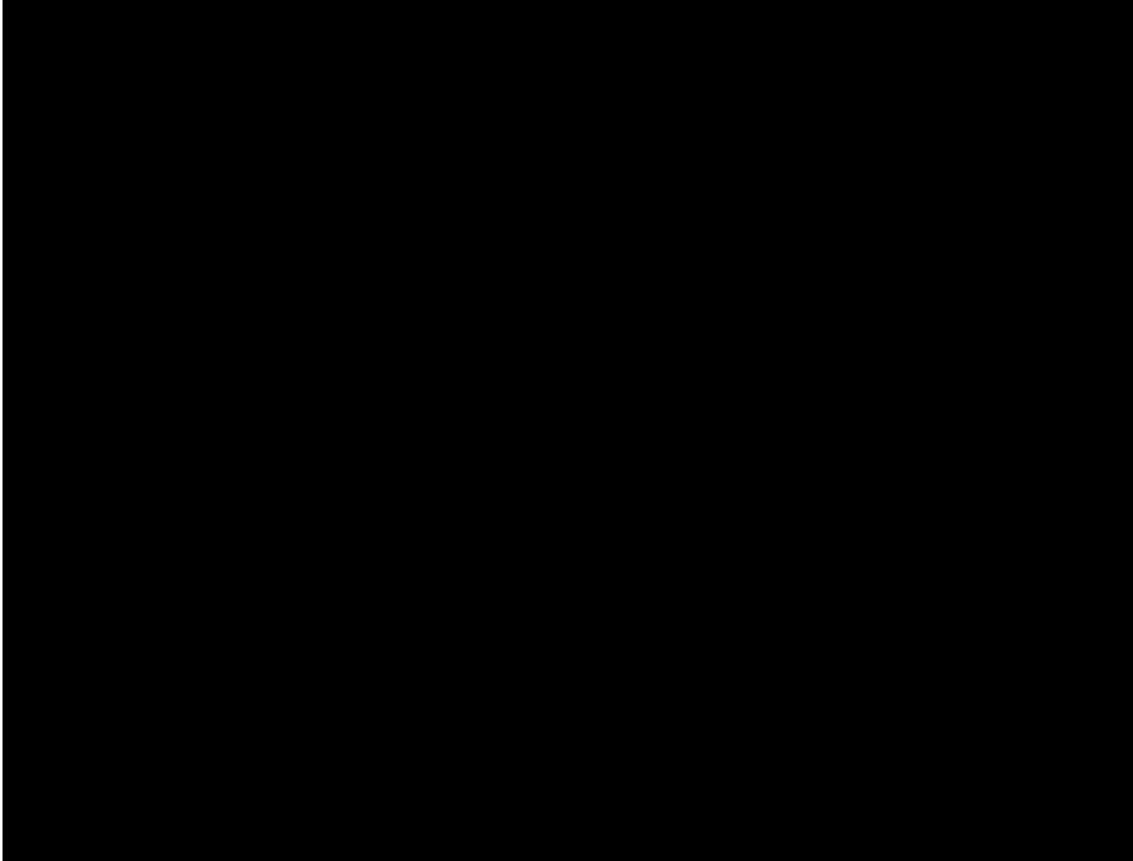
This copied document is made available for the purpose of the planning process as set out in the *Planning and Environment Act 1987*. The information must not be used for any other purpose. By taking a copy of this document you acknowledge and agree that you will only use the document for the purpose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

AQ439845J

13/11/2017 \$94.60 173



Signing Page



ADVERTISED MATERIAL

Planning Application: T260327
Date Prepared: 04 June 2026

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.

AQ439845J

13/11/2017 \$94.60 173



Attachment 1 – Waste Management Plan

[7129233: 20254126_1]



ADVERTISED MATERIAL

Planning Application: T260327
Date Prepared: 04 June 2026

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 further distribution or copying of this document is strictly prohibited.

ENLARGEMENT A

AQ439845J

13/11/2017

\$94.60

173

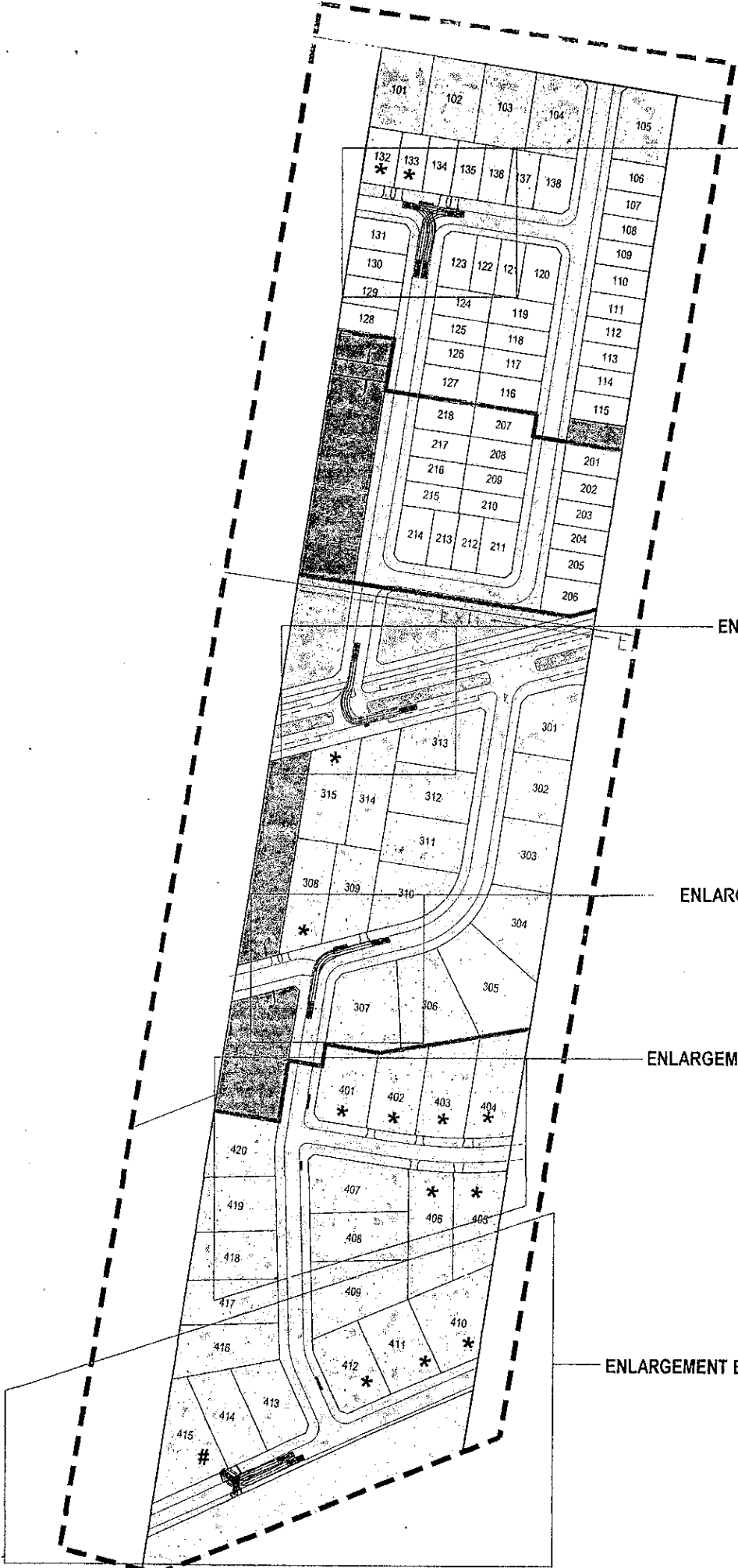


ENLARGEMENT B

ENLARGEMENT C

ENLARGEMENT D

ENLARGEMENT E



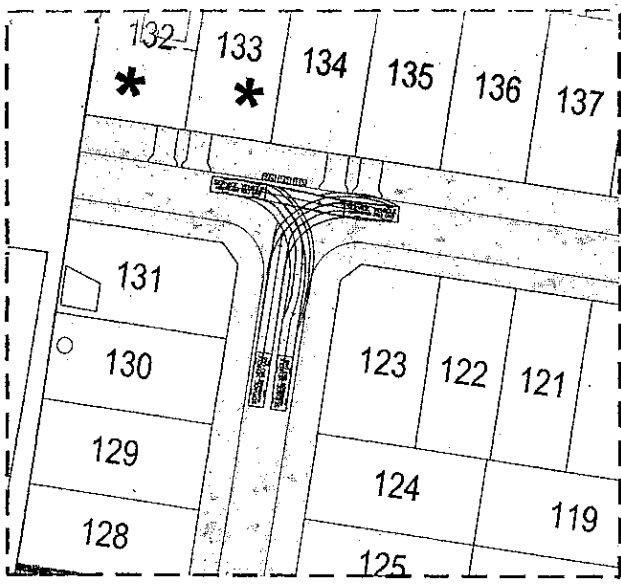
Cardinia
ADVERTISED MATERIAL
 Planning Application: T260327
 Date Prepared: 04 June 2026

PLAN NOTES

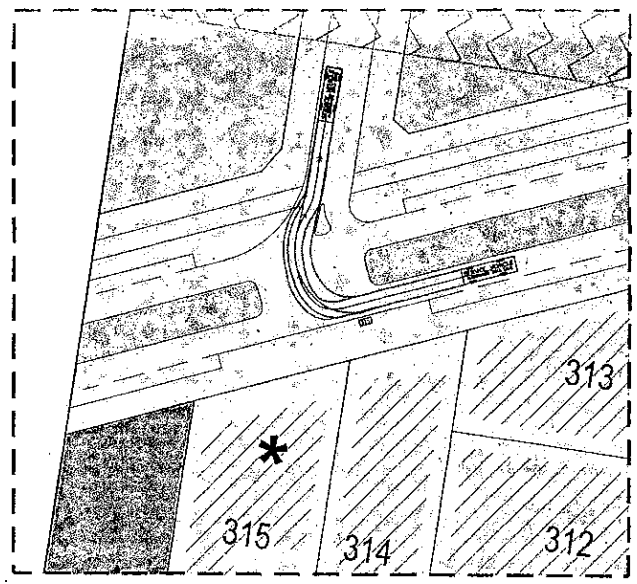
- REFER TO WASTE MANAGEMENT ENLARGEMENTS for enlargement details
- REFER TO OVERSIGHT DESIGN for signage details
- REFER TO OVERSIGHT DESIGN for signage details

[B] SIGN COLLECTION POINT
 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 locations subject to detailed design of B.P. Stage is strictly prohibited.

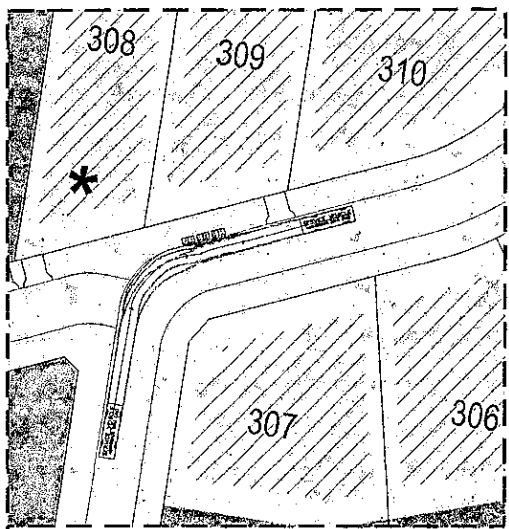
* Lots subject to Garbage collection point (pavement layout subject to detailed design)



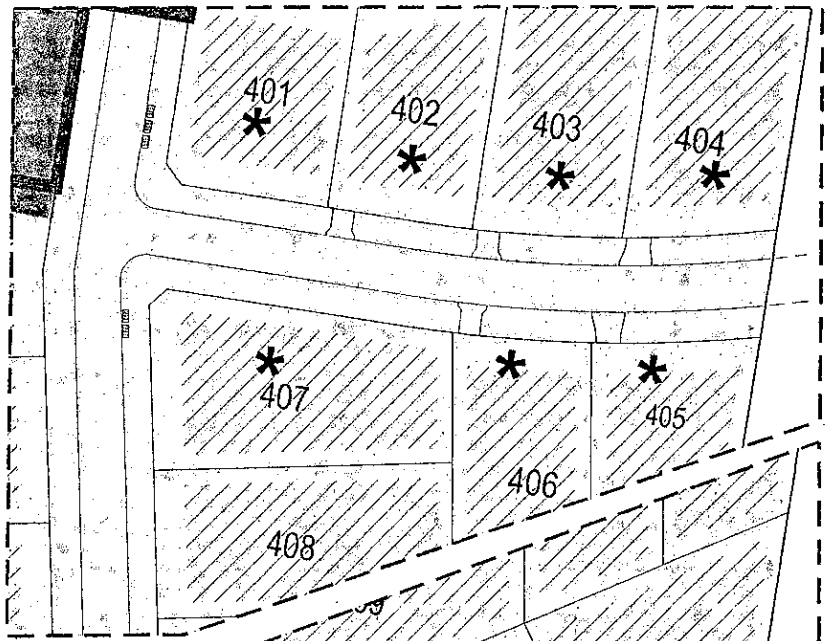
ENLARGEMENT A



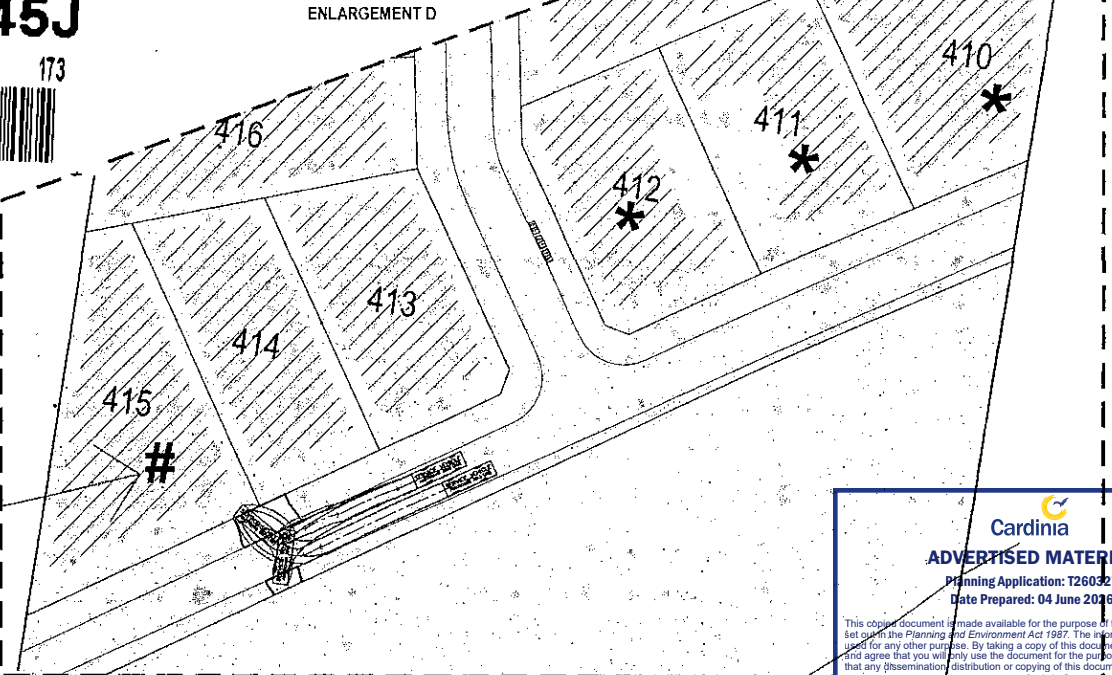
ENLARGEMENT B



ENLARGEMENT C



ENLARGEMENT D



ENLARGEMENT E

AQ439845J

13/11/2017 \$94.60 173



PLAN NOTES
 • REFER TO WASTE MANAGEMENT KEY PLAN for enlargement locations
 • REFER TO Overall Masterplan for further details

- B** BIN collection point
(Bin locations subject to detailed design at FLP stage)
- *** Lots subject to Garbage collection point (pavement layout subject to detailed design)

Lot to be withheld from sale for temporary garbage truck turning movement, using industrial strength crossover.
 Refer to Section 173 agreement for further details.

Cardinia
ADVERTISED MATERIAL
 Planning Application: T260327
 Date Prepared: 04 June 2016

This copy of this 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.

32 Edgeview Road, Officer
SJL/hse

13 May 2026

Cardina Shire Council
Planning Department
Lodged via email: mail@cardinia.vic.gov.au



Dear Planning Team,

**32 Edgeview Road, Officer
Lot 411 on Plan of Subdivision PS902242W
Application to Vary a Restriction**

Taylors act on behalf of Martin Adams Property Pty Ltd in relation to the land at 32 Edgeview Road, Officer ('the site'). This application seeks to vary the building envelope on Lot 411 of Plan of Subdivision PS902242W, pursuant to Clause 52.02 of the Cardinia Planning Scheme.

To assist Council's consideration, please find enclosed the following documentation in support of the application:

- Copy of Title
- Completed Application Form
- Proposed Plan of Subdivision
- Tree Removal Report prepared by EcoLink

Background

On 19 March 2026, Cardinia Shire Council issued Planning Permit T260139 which approved the removal of one (1) tree from Lot 411 on Plan of Subdivision PS902242W pursuant to Clause 42.03-2 (SLO6) of the Cardinia Planning Scheme. Kylie Eddy was the Council planner in charge of that application. Given her history with this site, we respectfully request that this application also be allocated to Kylie. The tree approved for removal was identified in the report prepared by Treemap Arboriculture as having 'very poor' health and structure and 'about 95% dead' (Treemap Arboriculture, 2026). We note that this tree was removed on or around 11 May 2026 (Figure 1, below).

At the time of the initial subdivision of the land, the tree was protected via an irregular-shaped building envelope on Lot 411. As this tree has been removed, the 'intrusion' into the building envelope is no longer required and the irregular-shaped building envelope is proposed to be replaced with a regular (rectangular) shaped building envelope, better able to accommodate a dwelling in-line with the planned residential purpose of the lot.

The proposal is discussed in further detail below.



Figure 1. Evidence that the tree removal has been completed

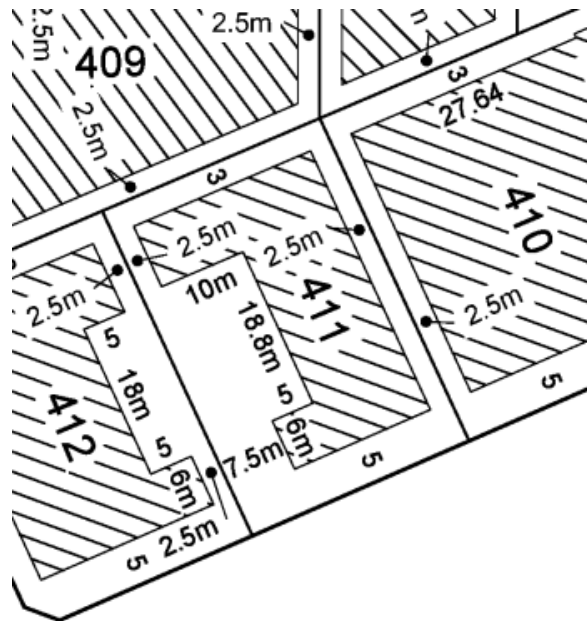


Figure 2. Extract of existing Plan of Subdivision PS902242W

Cardinia
ADVERTISED MATERIAL
Planning Application: T260327
Date Prepared: 04 June 2026

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.

Proposal

This application seeks planning approval to vary a restriction, pursuant to Clause 52.02 of the Cardinia Planning Scheme.

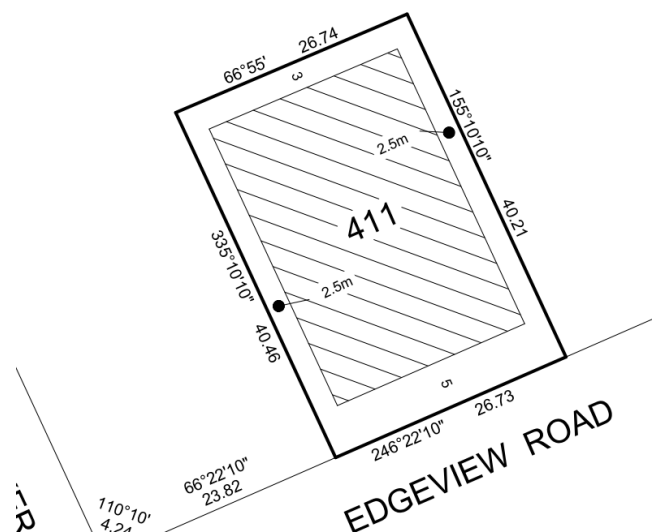


Figure 3. Extract of proposed Plan of Subdivision

Zone Provision

The site is located within the Urban Growth Zone – Schedule 1 (UGZ1). No use or development is proposed as part of this application and therefore no permit is triggered under the UGZ1.

Overlay Provisions

Land Subject to Inundation Overlay

No use or development is proposed as part of this application and therefore no permit is triggered under the LSIO.

Development Contributions Plan Overlay – Schedule 2 (DCPO2)

Development contributions were paid at the time of subdivision creating the lot.

Significant Landscape Overlay - Schedule 6 (SLO6)

No vegetation is proposed for removal (as discussed above). No permit is triggered under the SLO6.

Particular Provisions

Clause 52.02 – Easement, restrictions and reserves

A planning permit is required to create, vary or remove an easement or restriction.

As detailed on the provided Copy of Title, Restriction A enforces the approved building envelopes on the Plan of Subdivision. Table 1 of Restriction A identifies the beneficiaries of this restriction on Lot 411 as:

- Lot 409 (23 Breathtaker Street, Officer)
- Lot 410 (30 Edgeview Road, Officer)
- Lot 412 (34 Edgeview Road, Officer)

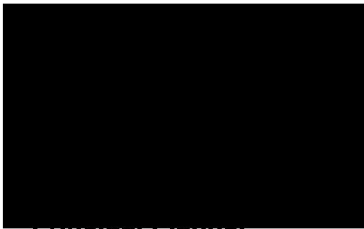
We acknowledge that the '*interests of affected people*' must be considered (Decision Guidelines of this Clause). We submit that, considering the tree has been removed and the residential purpose of Lot 411, the proposal will have no detrimental impacts on the residents of the benefitting lots. We further note, the proposed building envelope will maintain 2.5m wide side setbacks and a 3m wide rear setback (which significantly exceeds Rescode / Building Code standard requirements).

For the above reason, if advertising is required, we submit that letters to the above addressed properties would suffice and the erection of public notice signage would not be necessary.

Conclusion

Following the removal of the tree on site, the variation to this restriction is entirely acceptable as it no longer serves a purpose. The newly proposed restriction still enforces a building envelope, consistent with surrounding development, and will guide future development of the site in accordance with the intention of this restriction.

We respectfully request that Council provide an invoice of the applicable fee, made out to **Martin Adams Property Pty Ltd.**



Taylors Development Strategists Pty Ltd

May 2026


ADVERTISED MATERIAL
Planning Application: T260327
Date Prepared: 04 June 2026

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.



[REDACTED]
Consultant Ecologist
Ecolink Consulting Pty Ltd
PO Box 356
Northcote VIC 3070

Our reference: 1557d

12 May 2026

[REDACTED]
Managing Director
Adams Estate Agents
2/160 Greville Street
Prahran VIC 3181

[REDACTED]
Re: Fauna Salvage, 32 Edgeview Road, Officer, Victoria

Ecolink Consulting was commissioned by Adams Estate Agents to undertake fauna salvage and relocation from the tree being removed at 32 Edgeview Road, Officer. The tree is permitted to be removed by Cardinia Shire, with the presence of a qualified ecologist to manage any displaced native fauna.

Methods

The tree approved for removal was inspected by Consultant Ecologist, Liam McCormack on 12 May 2026. Liam is a suitably qualified and experienced ecologist with more than 10 years' experience in ecological assessments and management. Ecolink Consulting operates under Wildlife Permit 10006840, which permits fauna salvage.

The tree permitted for removal were inspected for signs of occupation by vertebrate fauna species. This included arboreal stick nests, hollows, crevices and flaking bark. Nests and flaking bark were removed by hand where present, to prevent wildlife from reusing these roosting habitats. Areas at the base of trees were checked for "white-wash" (bird droppings) or other signs that the tree may be used by fauna on a regular basis.

Results

During the inspection, the tree was considered to have a moderate potential of supporting resident fauna. There were no stick nests or whitewash observed around the tree, however, the tree had a triple-split trunk, confirmed to be hollow in two of its trunks, while the third trunk

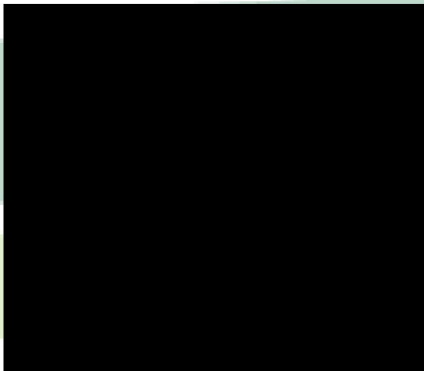
supported several hollows in canopy branches (Plate 1). The tree was however isolated within the centre of an empty lot, next to a recently built house and not connected to other native vegetation. Nevertheless, the tree was located within 10 metres of a wetland that contained indigenous vegetation and dense understorey habitat.

As the two hollow trunks, and the multiple hollows within canopy branches, were too high to inspect from the ground, the climbing arborist inspected the crown of the tree and any hollows and communicated what they saw. Where canopy branches contained hollows, the branch was cut and safely lowered by rope for further inspection by Liam (Plate 2). Each of the main trunks were felled from their base and they were inspected for resident fauna before they were crosscut and chipped by the arborists. Older nests and feathers of several bird species were found within hollows, however no vertebrates, or evidence of recent occupation, of any live vertebrates were recorded within the tree or its logwood.

Conclusion

No signs of current occupation of the tree by any vertebrate fauna were observed during the assessment. It is concluded that the tree did not provide active nesting habitat for any birds or arboreal mammals, likely due to the time of year, the proximity to active construction and its isolation in the landscape.

I trust the above meets with your expectations, but please call me if you have any queries (Mobile




ADVERTISED MATERIAL
Planning Application: T260327
Date Prepared: 04 June 2026

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.

Plates

Cardinia

ADVERTISED MATERIAL

Planning Application: T260327

Date Prepared: 04 June 2026

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.



Plate 1. The tree prior to works commencing.



Plate 2. Hollows in canopy branches were inspected once the entire branch had been lowered to the ground by the climbing arborist.

PLAN OF VARIATION OF RESTRICTION

EDITION 1

LOCATION OF LAND

PARISH: **PAKENHAM**

TOWNSHIP:

SECTION:

CROWN ALLOTMENT:

CROWN PORTION: 44 (PART)

TITLE REFERENCE: Vol.12564 Fol.189

LAST PLAN REFERENCE: Lot 411 on PS902242W

POSTAL ADDRESS: 32 Edgeview Road
(at time of subdivision) OFFICER VIC 3809

MGA 94 CO-ORDINATES: E: 362 480 ZONE: 55
(of approx centre of land in plan) N: 5 786 800

COUNCIL NAME: CARDINIA SHIRE COUNCIL

NOTATIONS

PURPOSE OF PLAN

To vary the building envelope created in the restriction on PS902242W and affecting Lot 411 on PS902242W to the size and location shown on the diagram below.

GROUNDS FOR VARIATION OF RESTRICTION:

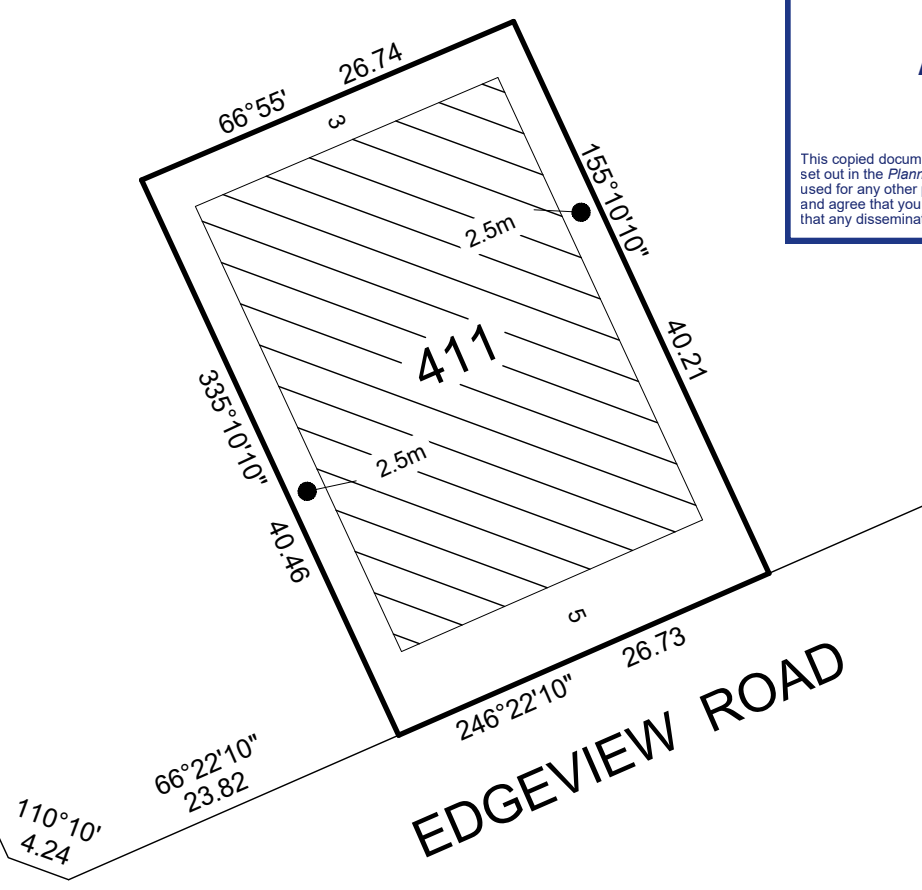
By directive in Planning Permit No.....

Cardinia
ADVERTISED MATERIAL
Planning Application: T260327
Date Prepared: 04 June 2026

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.



BREATHAKER STREET



SCALE 1:500
5 0 5 10 15 20
LENGTHS ARE IN METERS

TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorssds.com.au

SURVEYORS FILE REF: Ref. 00426-VE
Ver. 1

Licensed Surveyor:
MARK JAMES SOMMERVILLE / Version No 1

ORIGINAL SHEET
SIZE: A3

SHEET 1 OF 1

DRAFT