

NOTICE OF AN APPLICATION FOR A PLANNING PERMIT

The land affected by the application is located at:	1/7 Stanley St WARRNAMBOOL VIC 3280
The application is for a permit to:	Building and works to construct a dwelling
A permit is required under the following clauses of the planning scheme:	Clause 43.02-2 Building and works to construct a dwelling
The applicant for the permit is:	Form & Function Building Design
The application reference number is:	PP2025-0015
You may look at the application and any documents that support the application at the office of the responsible authority:	Warrnambool Civic Centre 25 Liebig Street WARRNAMBOOL 3280 Or online at: https://www.warrnambool.vic.gov.au/advertised-planning-applications
For further reference please contact:	Planning Support Telephone: 03 5559 4800 Email: planning@warrnambool.vic.gov.au

This can be done during office hours and is free of charge.

Any person who may be affected by the granting of the permit may object or make other submissions to the Responsible Authority (Warrnambool City Council).

An objection must * **be made to the Responsible Authority in writing**
 * **include the reasons for the objection, and**
 * **state how the objector would be affected.**

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

If you object, the Responsible Authority will tell you its decision.

Objections/Submissions are accepted by:

- post to Town Planning Office, Warrnambool City Council, PO Box 198 Warrnambool 3280
- in person at the Warrnambool Civic Centre, 25 Liebig Street, Warrnambool
- submitting an 'Objection to grant a Planning Permit' form available from www.warrnambool.vic.gov.au Click on *Property – Planning Permits - Objection to grant a Planning Permit form*
- email to planning@warrnambool.vic.gov.au

The Responsible Authority will not decide on the application before:	24 February 2025
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ADVERTISED Application for Planning Permit

Under Section 47(1)(a) of the Planning and Environment Act 1987

The Warrnambool City Council is committed to protecting personal information in accordance with the principles of the Victorian privacy laws. The information provided will be used for the following purposes:

- correspond about the permit application
- if necessary, notify affected parties who may wish to inspect your application so that they can respond
- if necessary, forward your application to a referral authority who must also keep a register available for inspection by any person

The information you provide will be made available to:

- any person who may wish to inspect the application until the application process is concluded, including any review in VCAT
- relevant officers at Council, anyone a party to the application process and other Government agencies or Ministers directly involved in the planning process
- persons accessing information in accordance with the Public Records Act 1973 or the Freedom of Information Act 1982
- Other external parties if required by law

This information is being collected in accordance with the Planning and Environment Act 1987. If all requested information is not received, Council may not be able to process your application or objection.

Do you agree? ☒ Yes ☐ No

The Land

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

Street Address

Unit No.: 1 St. No.: 7 Street name Stanley Street

Suburb/locality Warrnambool postcode 3280

Formal Land Description

Complete either A or B.

A Lot No.: _____ ☐ Lodged Plan ☐ Title Plan ☒ Plan of Subdivision No.: PS805719L

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.

2. For what use, development or other matter do you require a permit?

Two storey dwelling.

Provide additional information on 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.

3. Estimated cost of development for which the permit is required

Cost: \$ 925,000 You may be required to verify this estimate.

Insert '0' if no development is proposed (eg. change of use, subdivision, removal of covenant, liquor licence)

Existing Conditions

4. Describe how the land is used and developed now

eg. vacant, three dwellings, medical centre with two practitioners, licensed restaurant with 60 seats, grazing.

Vacant.

Title Information

5. Encumbrances on title

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

☐ Yes ☐ Provide a copy

☒ 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', eg. restrictive

Applicant and Owner Details

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

Applicant (The person who wants the permit.)

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

☒ Same as applicant (If so, go to 'contact information')

Title: _____ First Name: _____ Surname _____

Organisation (if applicable) _____

Unit No.: _____ St. No.: _____ Street name _____

Suburb/locality _____ State _____ postcode _____

Contact information Please provide at least one contact phone number

Owner (The person or organisation who owns the land)

☒ Same as applicant

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

Title: _____ First Name: _____ Surname _____

Organisation (if applicable) _____

Unit No.: _____ St. No.: _____ Street name _____

Suburb/locality _____ State _____ postcode _____

Owners signature (Optional)

Date 27/01/2025

Declaration

7. 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 27/01/2025

Need help

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.

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

☒ yes

☐ no

If yes, with whom?: Robert Wandell & Srimali Mellawa

Date: 21/01/2025

Application Type

Is this a VicSmart application?* ☐ Yes ☒ No

If yes, please specify which VicSmart class or classes.

*Classes of VicSmart application are listed in Zones, overlays, particular provisions and the schedule to Clause 59.15

Checklist

9. Have you

- ☒ Filled in the form completely?
- ☒ Provided all necessary supporting information and documents?
 - ☒ A current copy of title (no more than 3 months old) including a copy of any encumbrances affecting the land.
 - ☒ Plans showing the layout and details of the proposal
 - ☒ A plan of existing conditions
 - ☒ 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 (eg traffic, noise, environmental impacts).
 - ☒ Signed the declaration (section 7)?

Lodgement and Payment

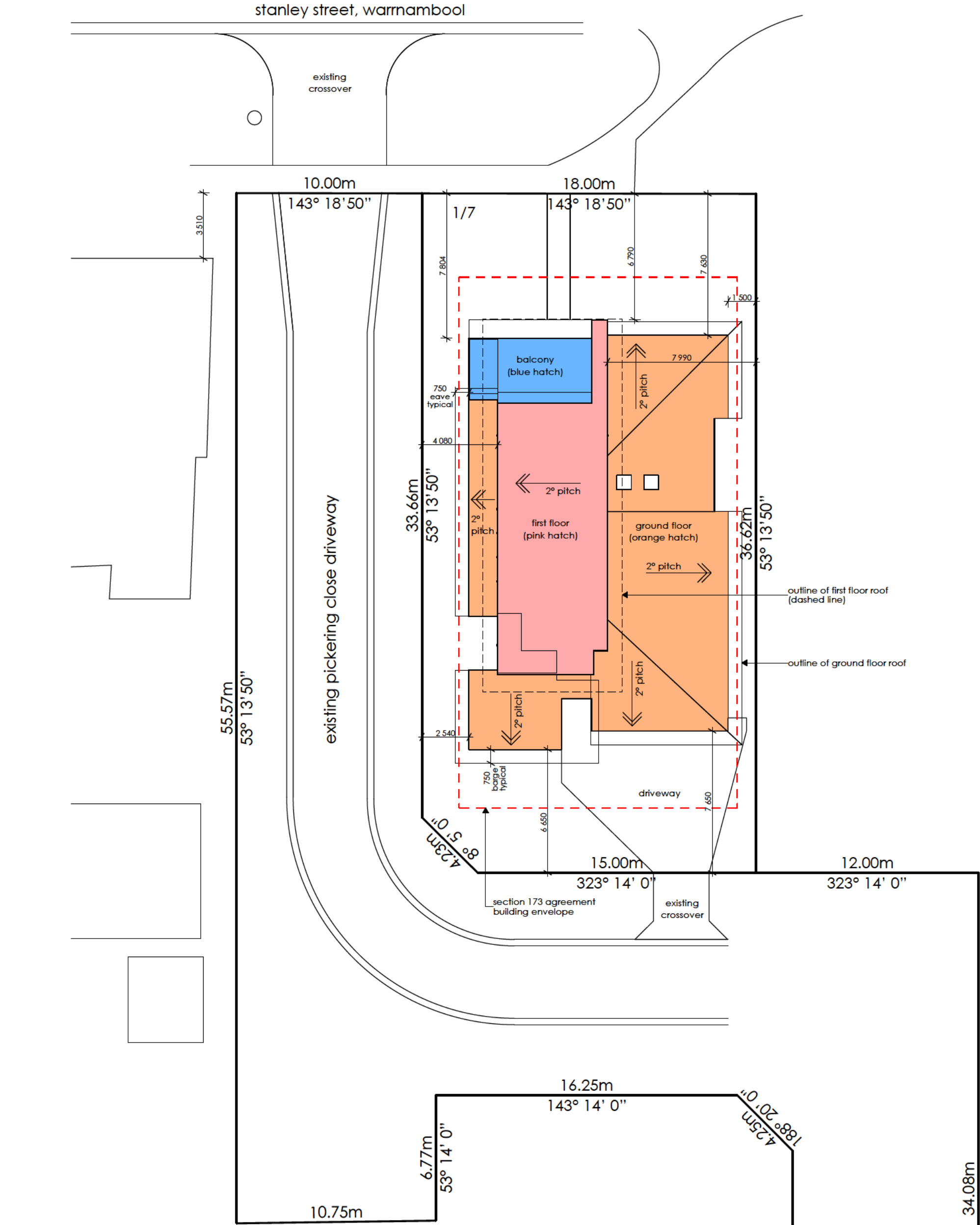
Lodge the completed and signed form and all documents with:

In Person: Warrnambool City Council Civic Centre, 25 Liebig Street, Warrnambool 8.30am to 5.00pm

Mail: PO Box 198, WARRNAMBOOL Victoria 3280

E-mail planning@warrnambool.vic.gov.au

Please note once your application is received, an invoice will be forwarded to you via email.



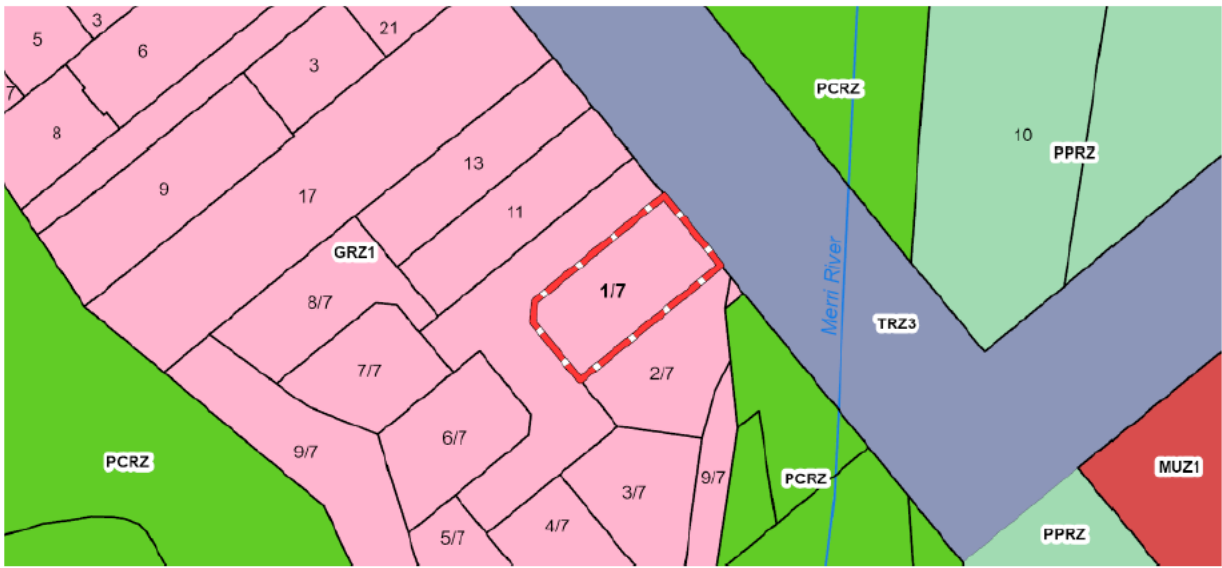
proposed site plan
scale 1:200



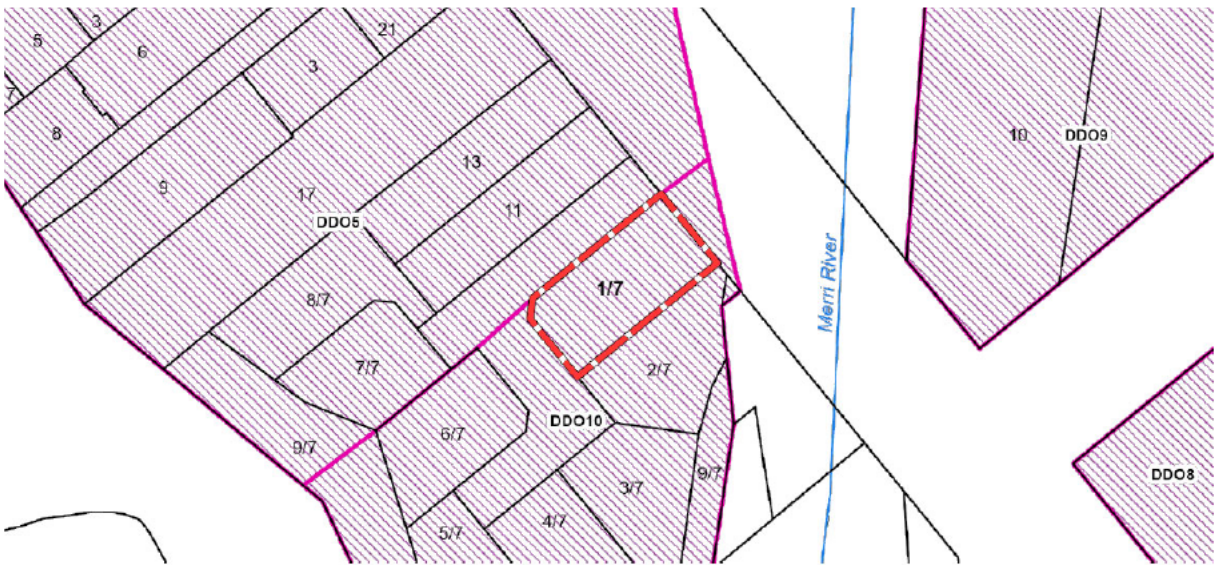
site analysis
scale 1:1000



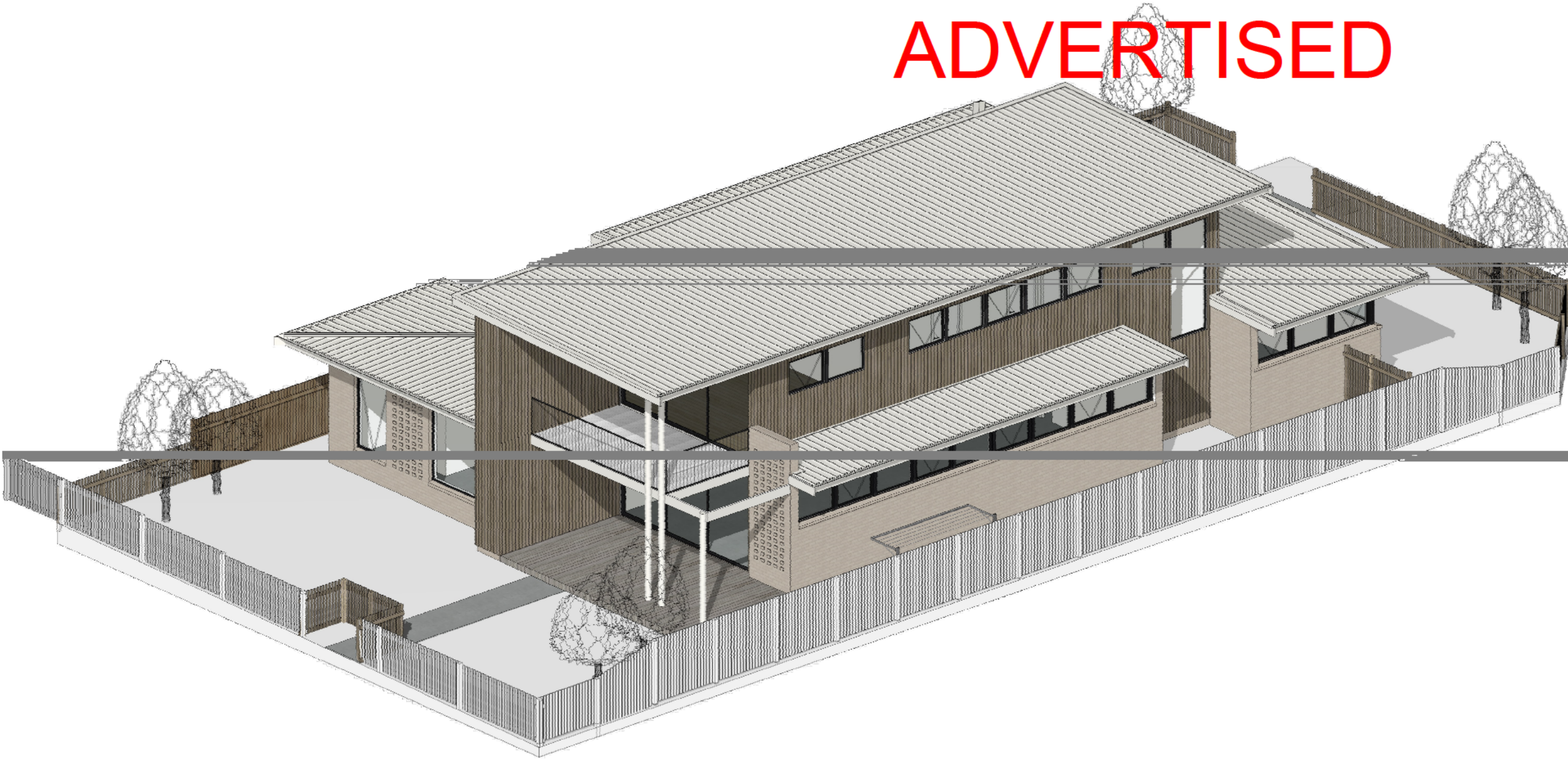
locality plan



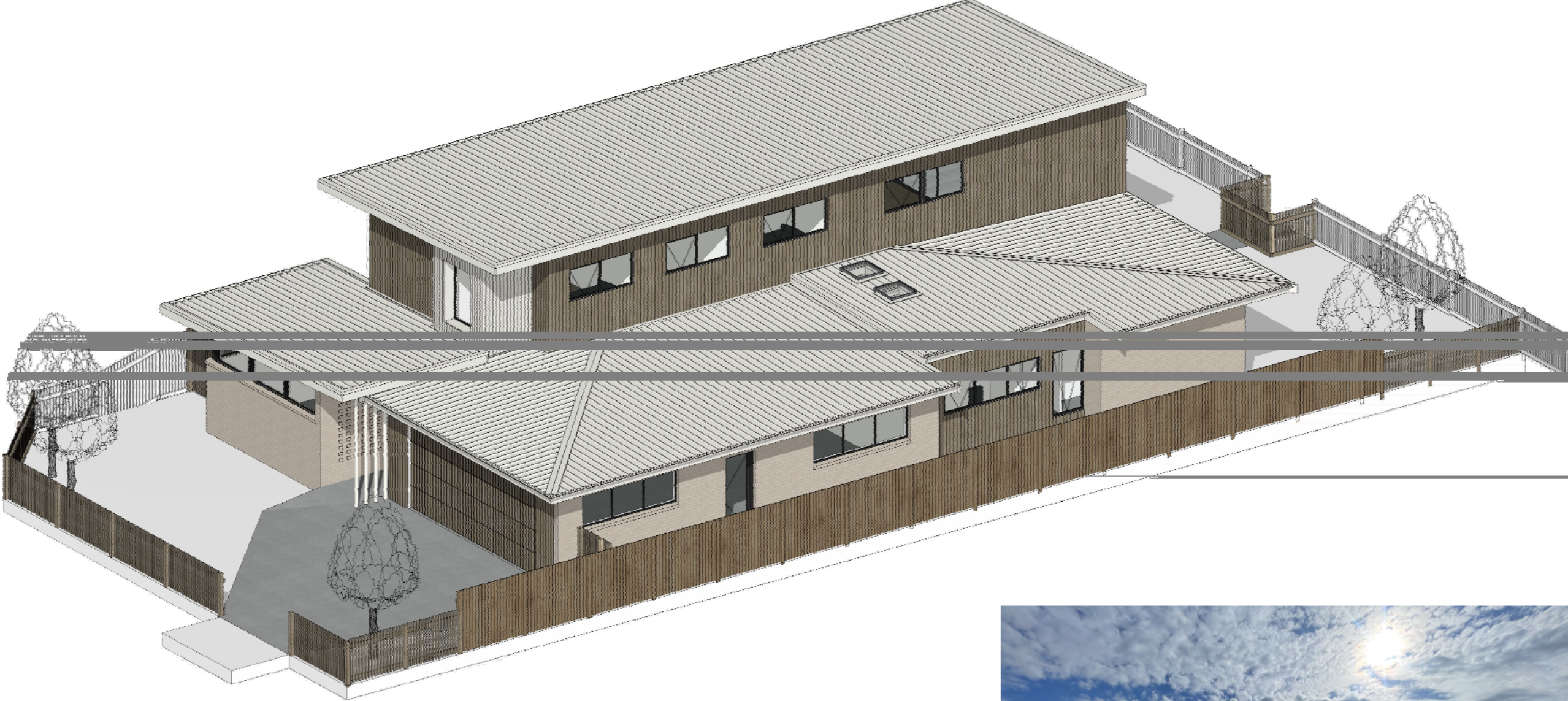
planning zones



planning overlay



axonometric view 1



axonometric view 2

proposed areas analysis	
ground floor living	192.11
first floor living	83.31
garage	75.42
deck	25.58
balcony	14.81
portico	4.54
	395.77 m ²

lot size 654.85m²
site coverage 297.65m² (46 % site coverage)



application site viewed from pickering close driveway



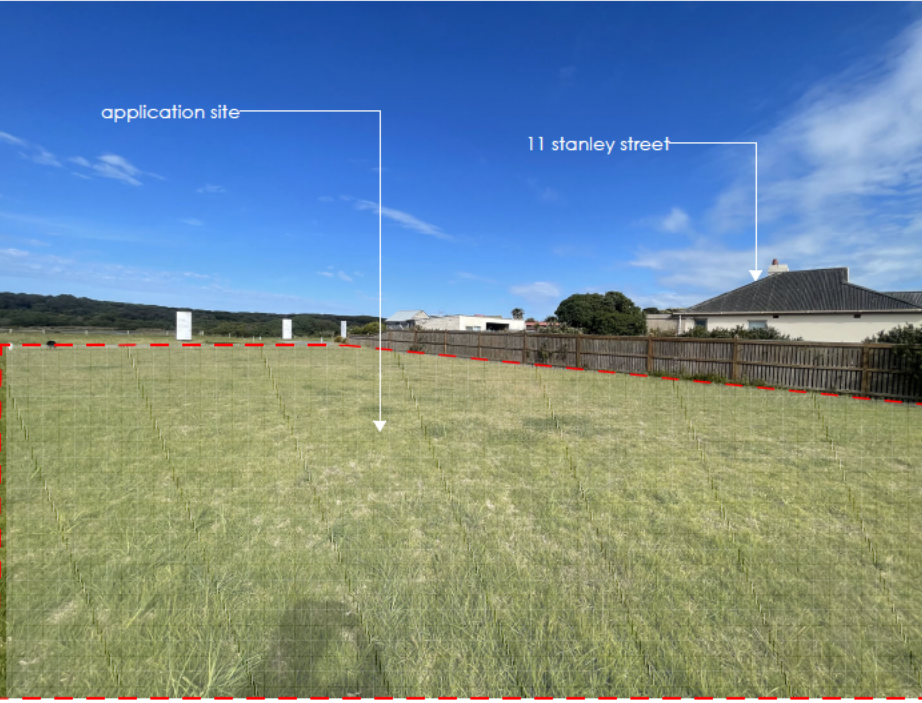
pickering close driveway



application site stanley street frontage



stanley street and edwards bridge



application site viewing to west

General Notes

- The Builder shall check all dimensions and levels on site prior to construction.
- Notify any errors, discrepancies or omissions to the Building Designer.
- Drawings shall not be used for construction purposes until issued for construction.
- All works must be executed in a workman like manner and all materials must conform to current Australian Standard codes.
- These plans are to be read in conjunction with project specifications, relevant reports, engineering and soil testing where indicated.
- Written dimensions take precedence over scaled dimensions.

rev	description	rev date	checked
A	RFI	05/02/2025	DM
	PLANNING APPLICATION	14/01/2025	DM

NOT FOR CONSTRUCTION

SITE ADDRESS :
1/7 STANLEY STREET
WARRNAMBOOL 3280

PROJECT :
PROPOSED RESIDENCE

CLIENT :

DESIGNED BY :
DONNA MONAGHAN

DRAWN BY :
DONNA MONAGHAN

ISSUE :
TOWN PLANNING

ISSUE DATE :
5/02/2025

SHEET SIZE :
A1

PROJECT NO.
25001

DRAWING NO.
TP.1 / 4

Address:
853 Reglin Parade,
Warrnambool VIC 3280

Telephone:
03 5261 1099
0437 611 199

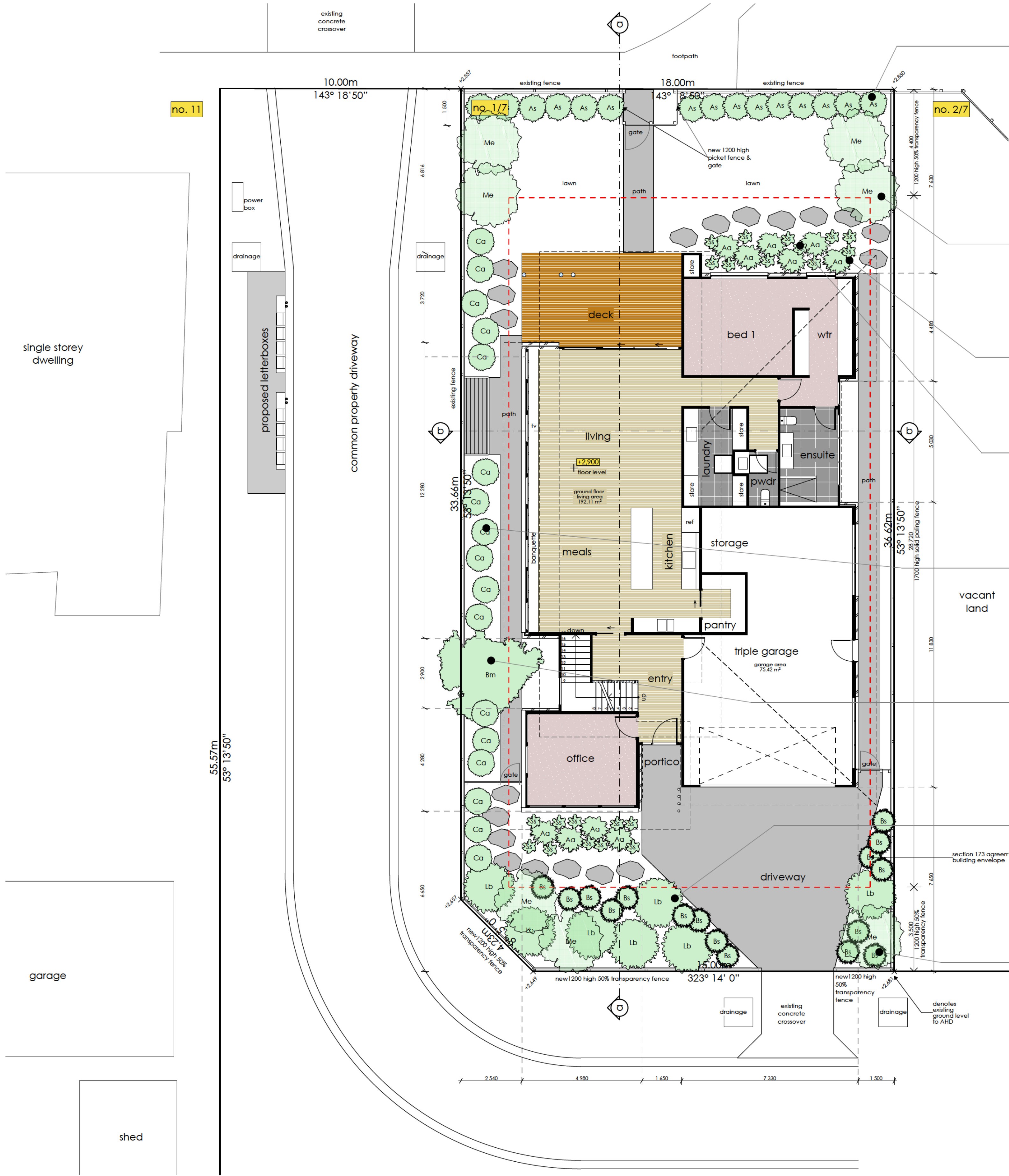
Email:
info@formandfunction.net.au
formandfunction.net.au

AKN & IPPI
88 530 502 494
DP-AD 24956

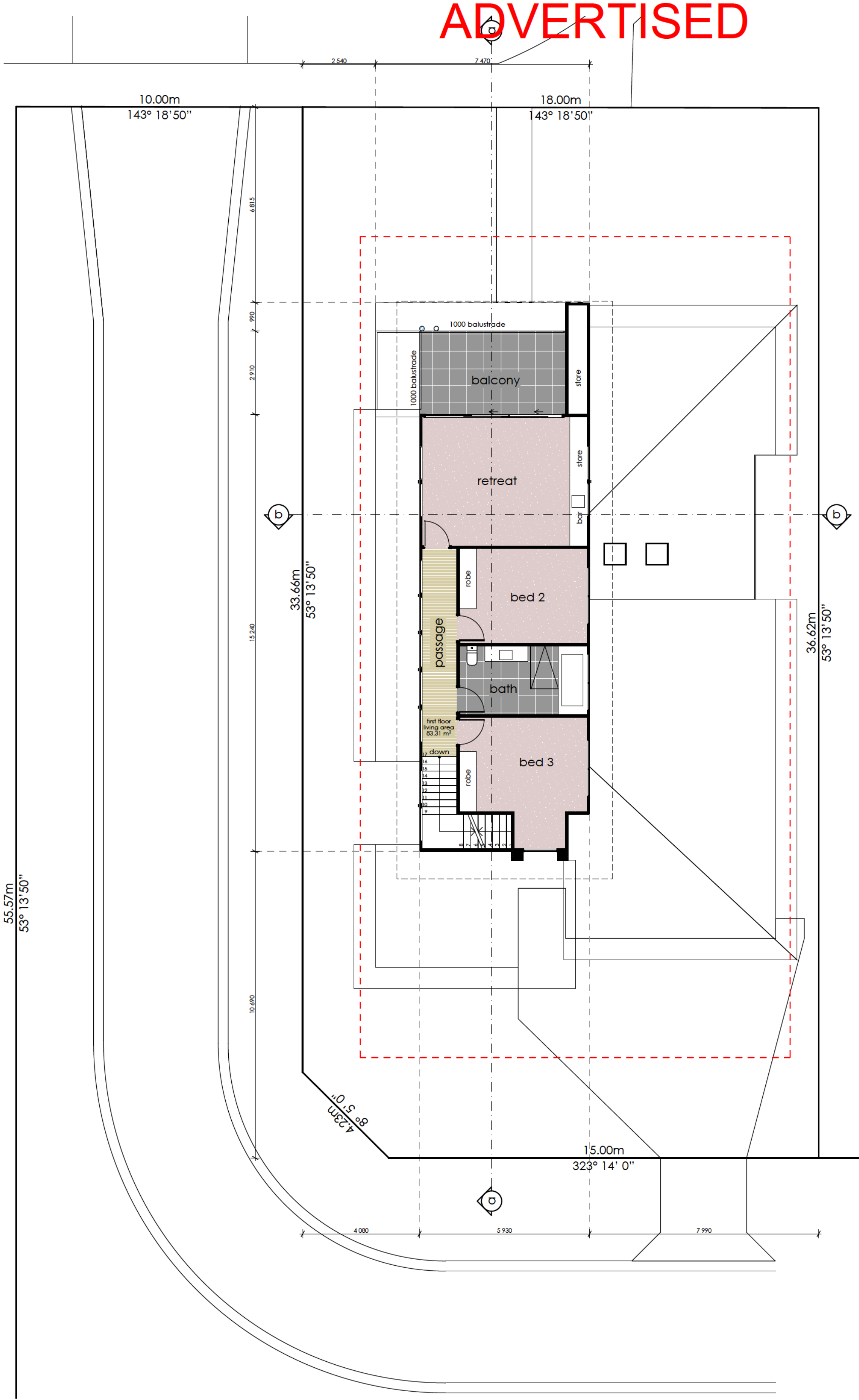
Copyright, Reserved
Form & Function
Building Design

FORM AND FUNCTION

W:\FORM AND FUNCTION\25001 Monaghan Stanley Street\1 - 7 Stanley Street, Warrnambool\Architectural\25001 Monaghan TP REV.A.pln - 5/02/2025



ground floor and landscape plan
scale 1:100



first floor plan
scale 1:100

General Notes

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2. Notify any errors, discrepancies or omissions to the Building Designer.

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A	RFI	05/02/2025	DM
	PLANNING APPLICATION	14/01/2025	DM
rev	description	rev date	checked

NOT FOR CONSTRUCTION

SITE ADDRESS :

1/7 STANLEY STREET
WARRNAMBOOL 3280

PROJECT :

PROPOSED RESIDENCE

CLIENT :

DESIGNED BY :

DONNA MONAGHAN

DRAWN BY :

DONNA MONAGHAN

ISSUE :

TOWN PLANNING

ISSUE DATE :

5/02/2025

SHEET SIZE :

A1

PROJECT NO.

25001

DRAWING NO.

TP.2 / 4

Address

853 Reglan Parade,
Warrnambool VIC 3280

Telephone

03 5561 1099
0437 611 199

Email

info@formandfunction.net.au
formandfunction.net.au

ABN & MFR

88 530 502 494
DP-AD 24956

Copyright, Reserved

Form & Function
Building Design

FORM AND FUNCTION

W:\FORM AND FUNCTION\25001 Monaghan Stanley Street\1 - 7 Stanley Street, Warrnambool\Architectural\25001 Monaghan TP REVA.pln - 5/02/2025

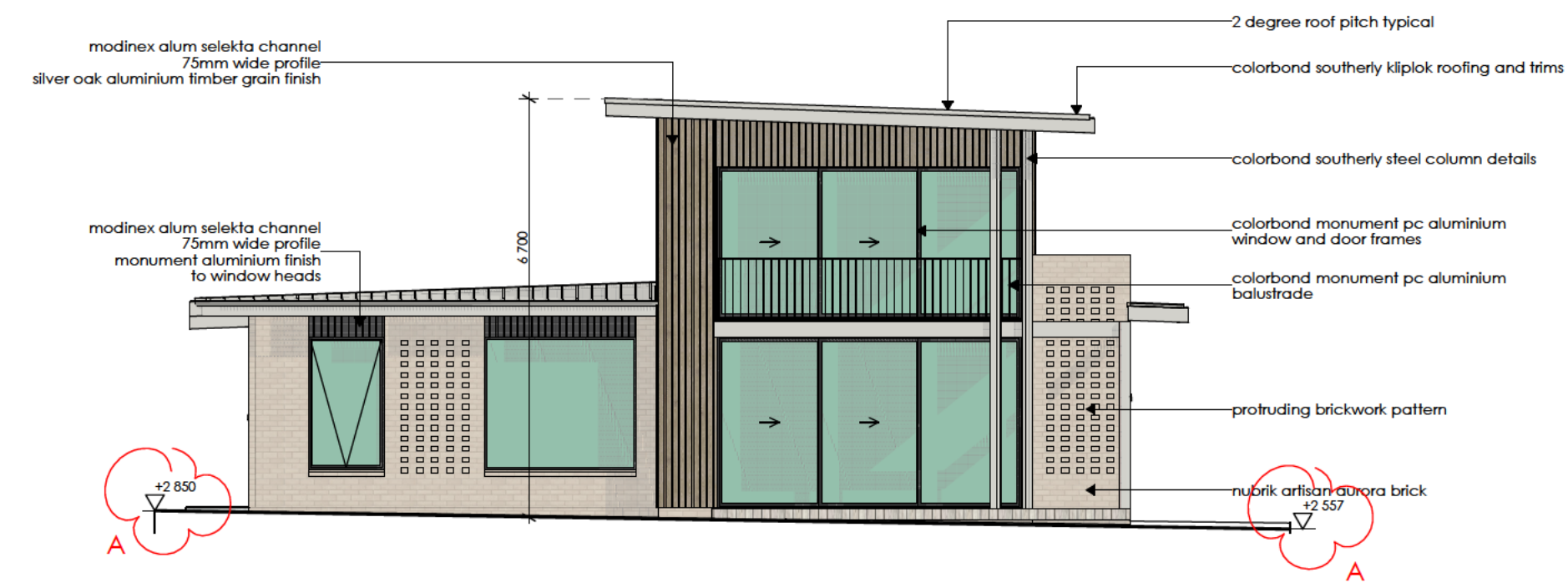
ADVERTISED



north east street elevation
scale 1:100



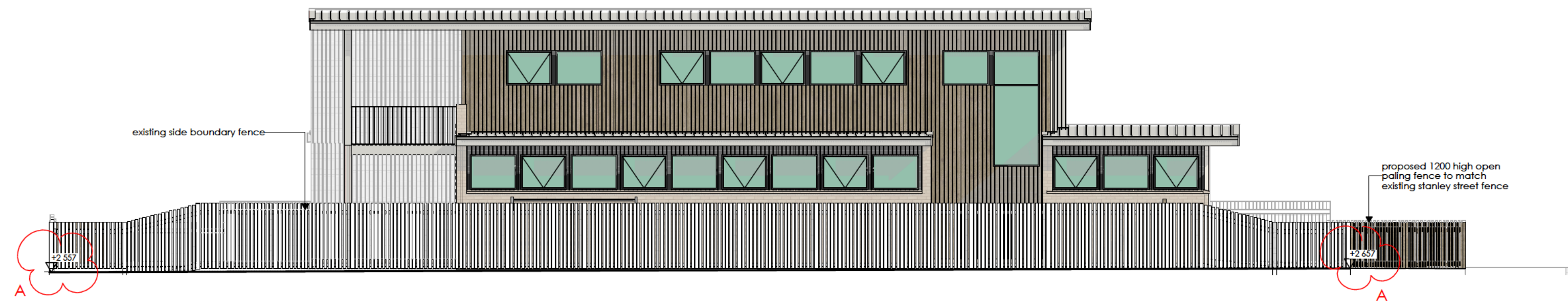
scale 1:100



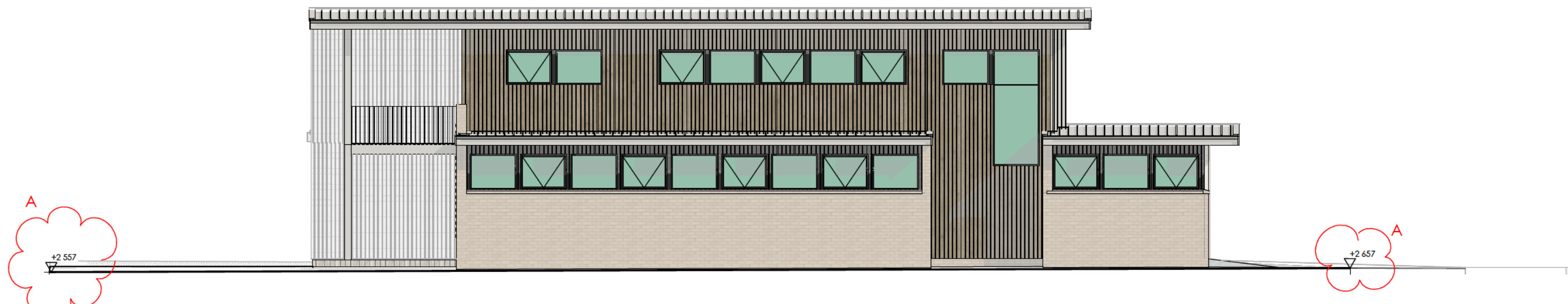
north east elevation
scale 1:100



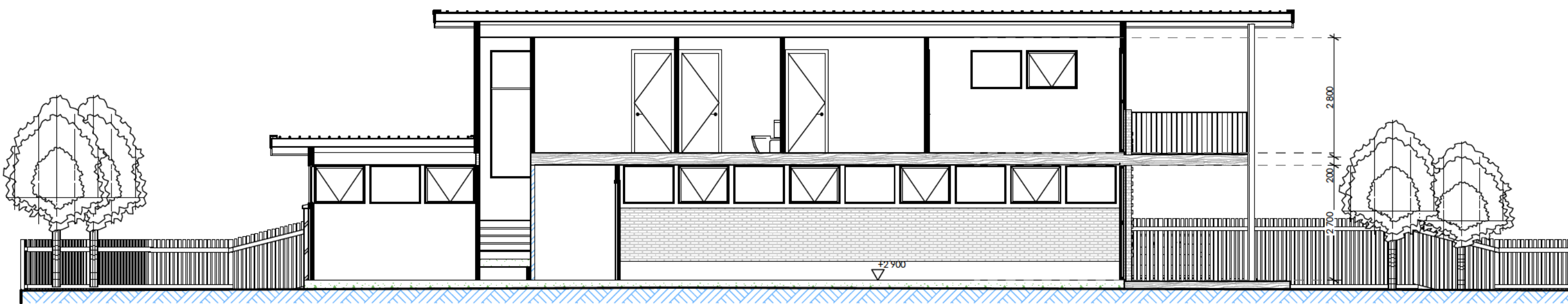
south west elevation
scale 1:100



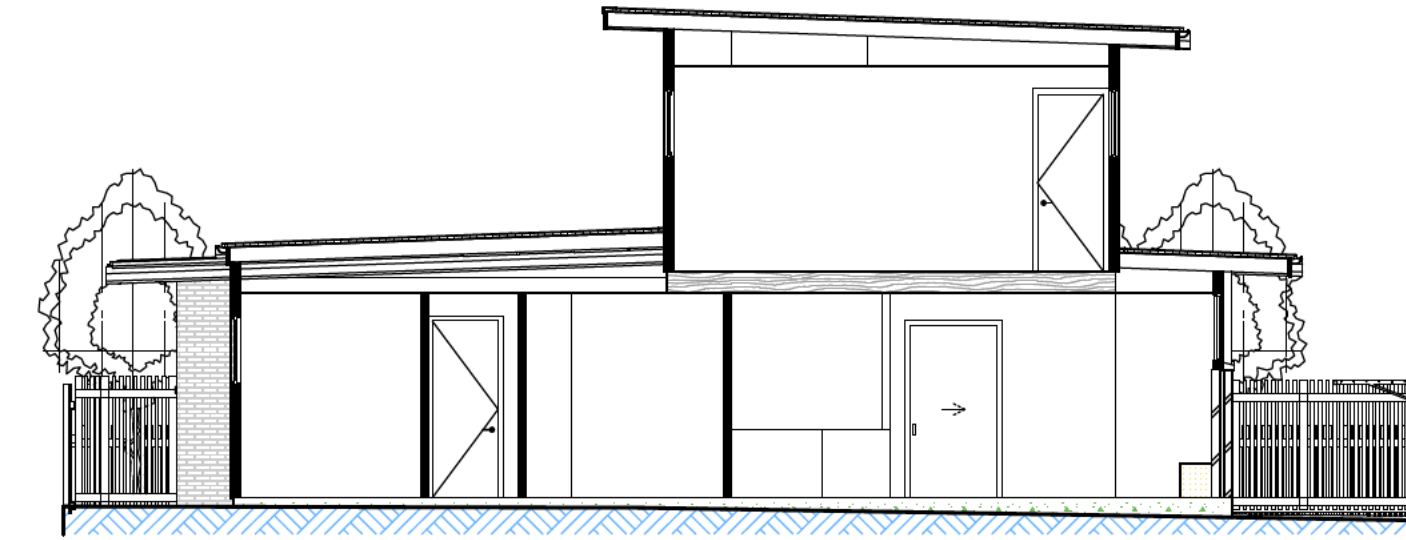
north west driveway elevation
scale 1:100



north west elevation
scale 1:100



a section
scale 1:100

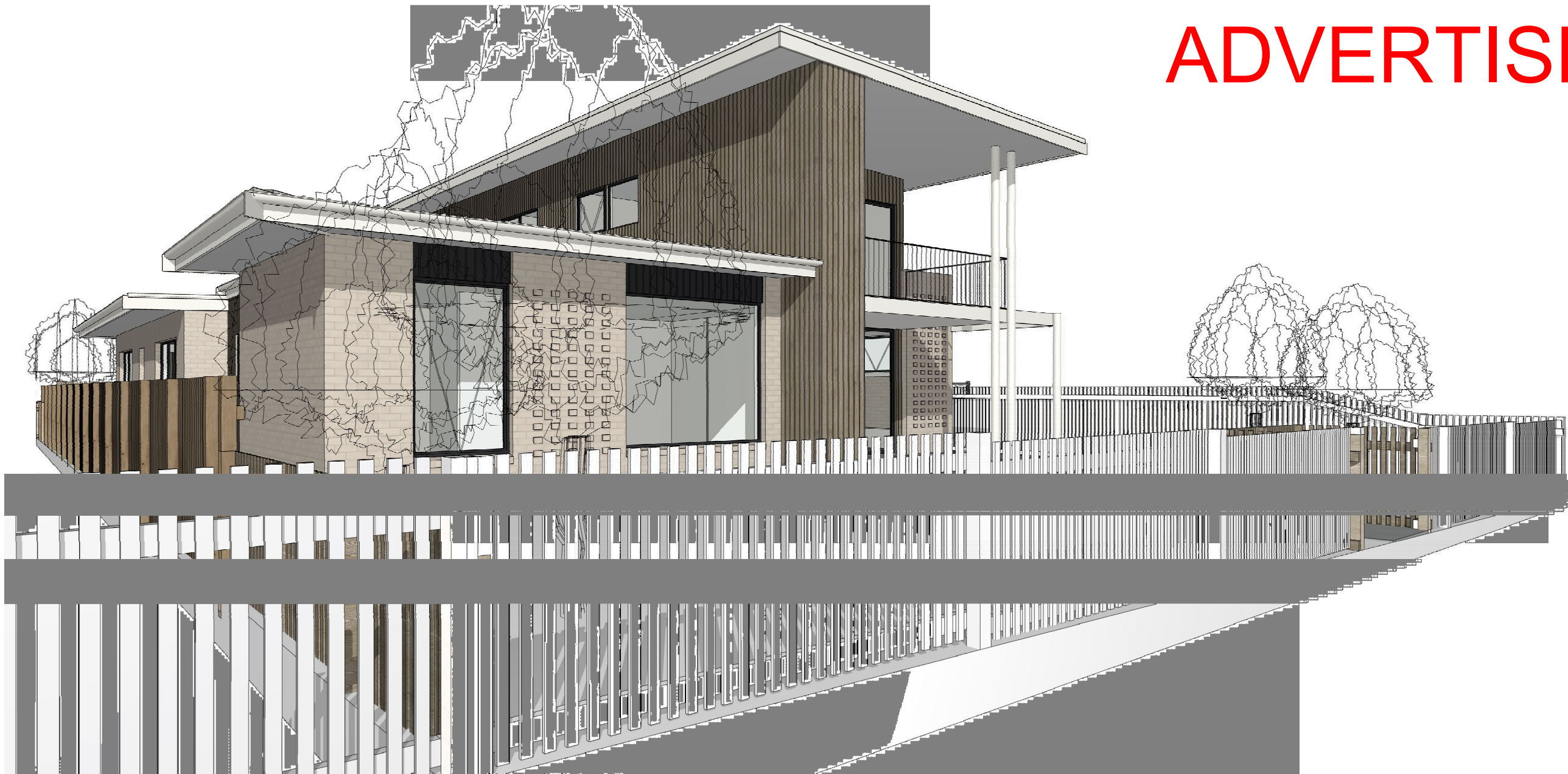


b section
scale 1:100

[illegible]



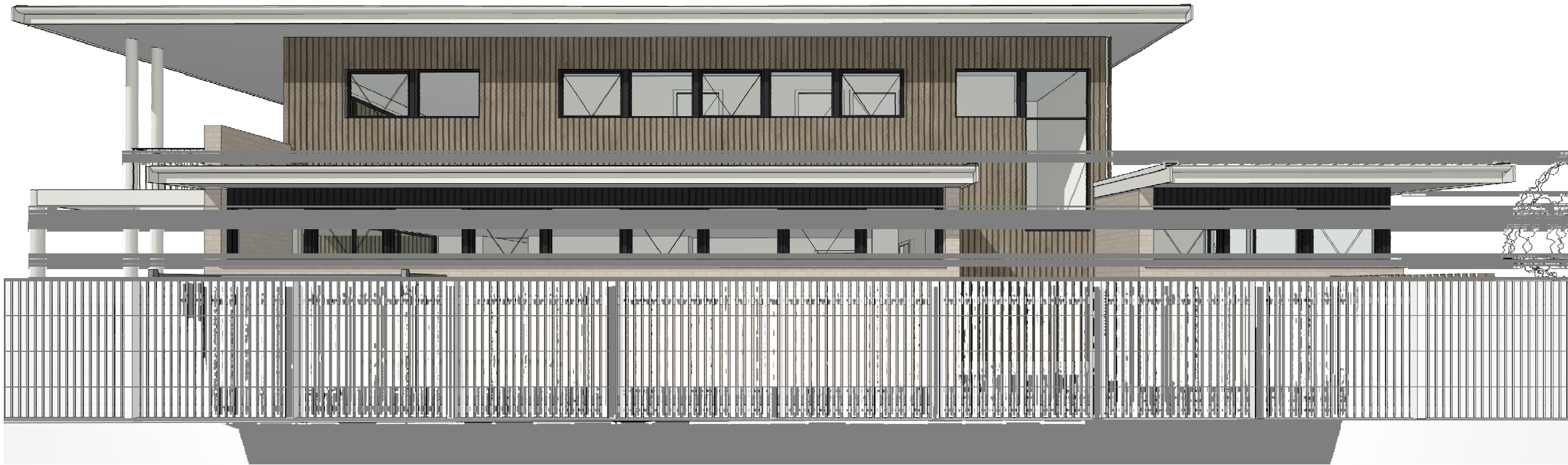
north perspective



east perspective



south perspective



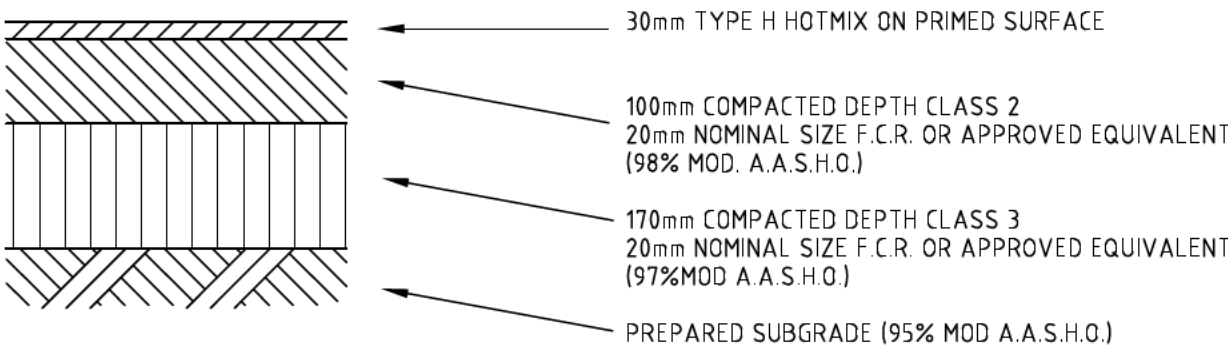
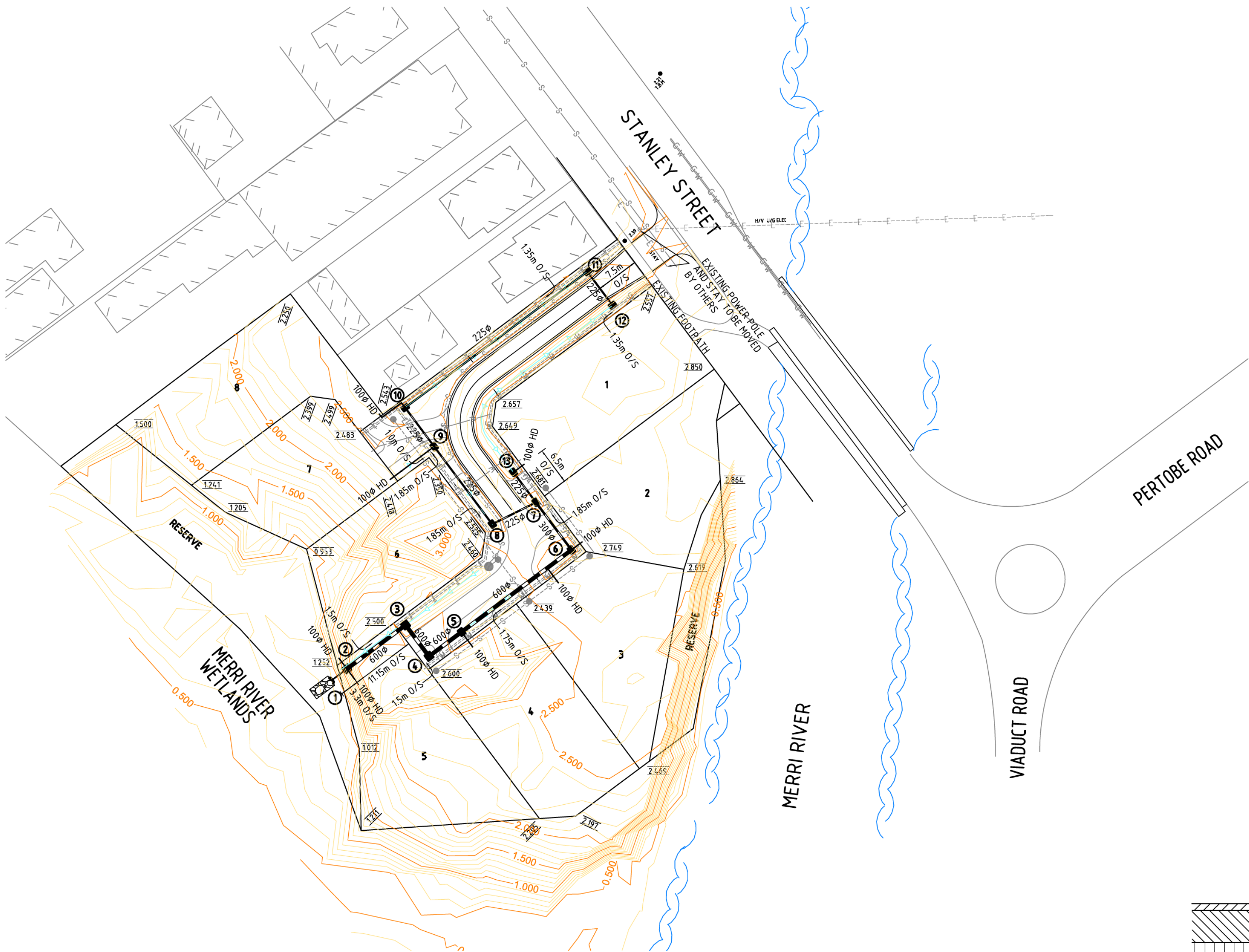
north west perspective



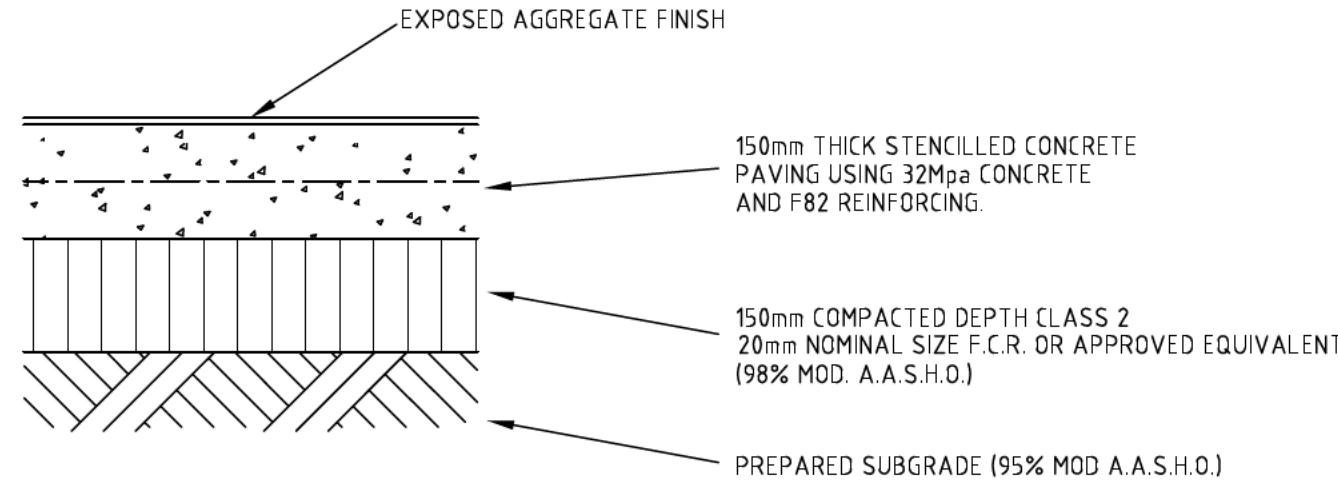
west perspective

NOTES

- PLAN OF SUBDIVISION PS 805719L.
- 1 LEVELS ARE TO AUSTRALIAN HEIGHT DATUM.
DATUM: PM 64, PM 367, & PM 380
- 2 ALL WORK WITHIN THE ROAD RESERVE SHALL BE TO THE SATISFACTION OF THE WARRNAMBOOL CITY COUNCIL.
- 3 THE EXACT LOCATION AND DEPTH OF EXISTING SERVICES IS NOT KNOWN. THE CONTRACTOR SHALL VERIFY THE ACTUAL LOCATION OF SERVICES PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- 4 ALL PROPERTY DRAINS ARE TO EXTEND 500mm INSIDE BOUNDARY AND BE CAPPED OFF FOR FUTURE CONNECTIONS. MARKER TAPE MUST BE BROUGHT TO THE SURFACE.
- 5 ALL PROPERTY DRAINS TO BE 100mmØ SH UPVC UNLESS OTHERWISE NOTED & TO BE CONSTRUCTED AS PER PROPERTY DRAIN DETAIL. TYPICAL OFFSET OF HOUSE DRAIN TO BE 10m FROM SIDE BOUNDARY UNLESS SHOWN OTHERWISE
- 6 ALL STORM WATER DRAINAGE TO BE EITHER SN8 HDPE OR PP CONFORMING TO AS 2566 1-1998 AND INSTALLED AS PER AS 2566 2-1998
- 7 PRIOR TO COMMENCEMENT OF ANY WORKS ON ROAD RESERVES (OUTSIDE OF PROPERTY BOUNDARY), A ROAD RESERVE WORKS PERMIT APPLICATION MUST BE SUBMITTED FOR COUNCIL APPROVAL. THE APPLICATION FORM IS AVAILABLE FOR DOWNLOAD FROM COUNCIL'S WEBSITE: <HTTP://WWW.WARRNAMBOOL.VIC.GOV.AU/>
- 8 ALL DRAINAGE WORKS WITHIN ANY ROAD RESERVES OR COUNCIL DRAINAGE EASEMENTS ARE TO BE INSPECTED BY COUNCIL BEFORE BACKFILLING. THIS INCLUDES STORMWATER DISCHARGE POINT CONNECTIONS FOR INDIVIDUAL LOTS TO COUNCIL ASSETS (PIPE, PIT OR KERB & CHANNEL).
- 9 ALL WORKS ARE REQUIRED TO BE CARRIED OUT IN ACCORDANCE WITH "WORKSAFE VICTORIA FRAMEWORK FOR UNDERTAKING WORK NEAR OVERHEAD & UNDERGROUND ASSETS".
- 10 ALL WORKS ARE TO BE COMPLETED IN ACCORDANCE WITH ANY RELEVANT PLANNING PERMIT AND APPROVED PLANS, AND ARE TO BE REINSTATED TO THE SATISFACTION OF COUNCIL.
- 11 ALL CONSTRUCTION DETAILS TO BE AS PER THE IDM TEXT & STANDARD DRAWINGS UNLESS OTHERWISE SPECIFIED.
- 12 ALL EXISTING STRUCTURES, FENCES ETC ON SITE TO BE REMOVED. ANY FOUNDATIONS OR UNDERGROUND STRUCTURES TO BE BROKEN OUT & REMOVED. ANY DISTURBED AREAS TO BE REINSTATED WITH ROLLED COMPACTED CLEAN FILL & REINSTATED WITH 150mm TOPSOIL & SEED AS NESSECARY.
- 13 CONTRACTOR TO CLEAN ALL DRAINS WITHIN THE SUBDIVISION & DOWNSTREAM GPT UNIT UPON COMPLETION OF WORK.
- 14 BEFORE ANY CONSTRUCTION BEGINS THE CONTRACTOR MUST SUBMIT A SITE SPECIFIC ENVIRONMENTAL MANAGEMENT PLAN (EMP). THE (EMP) MUST BE SUBMITTED TO AND APPROVED BY WARRNAMBOOL CITY COUNCIL AND SHOULD BE PREPARED IN ACCORDANCE WITH THE EPA DOCUMENT "ENVIRONMENTAL GUIDELINES FOR MAJOR CONSTRUCTION SITES". THE APPROVED EMP SHOULD NOTE THAT CONTRACTOR WILL EMPTY SILT FROM GPT PERIODICALLY DURING CONSTRUCTION
- 15 THE APPROVED EMP MUST BE IMPLEMENTED AS DOCUMENTED DURING THE CONSTRUCTION CONSTRUCTION OF THE DEVELOPMENT, TO THE SATISFACTION OF WARRNAMBOOL CITY COUNCIL
- 16 ALL PERMANENT SURVEY MARKS TO BE CONSTRUCTED IN ACCORDANCE WITH WCC STD DWG WCC-91
- 17 ALL STREET NAME SIGNS TO BE CONSTRUCTED IN ACCORDANCE WITH WCC STD DWG WCC-103
- 18 IMPORTED FILL MUST COMPLY WITH REQUIREMENTS SET OUT IN EPA-CLEAN FILL GUIDELINES
- 19 PRIOR TO COMMENCEMENT OF WORKS A TRAFFIC MANAGEMENT PLAN MUST BE SUBMITTED TO COUNCIL FOR REVIEW, SHOWING ALL ROAD WORK SIGNAGE FOR THE SITE.
- 20 PRIOR TO COMMENCEMENT OF WORKS PAVMENT MATERIALS TO BE USED ON PROJECT MUST BE NOMINATED, AND RELEVANT TEST RESULTS PROVIDED TO COUNCIL FOR APPROVAL.
- 21 ALL NATURE STRIP AREAS THAT HAVE BEEN DISTURBED ARE TO HAVE 150mm TOPSOIL PLACED AND SEEDED.
- 22 WHERE SHARED BICYCLE AND PEDESTRIAN PATHS EXIST BOLLARD SIGNS DENOTING THE PATH AS SHARED MUST BE PLACED AT SUITABLE LOCATIONS.
- 23 THE UNDERGROUND DRAINAGE SYSTEM AND DISCHARGE POINTS TO THE MERRI RIVER WETLAND ARE THE PROPERTY OF THE BODY CORPORATE AND SHALL BE MAINTAINED BY THE BODY CORPORATE



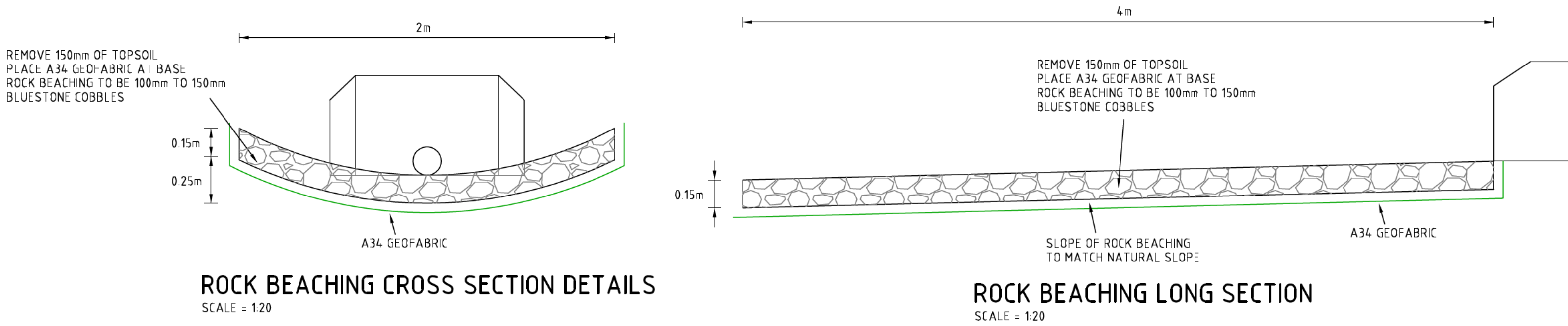
PAVEMENT DETAIL
SCALE N.T.S.



CONCRETE DETAIL
SCALE 1: 10

LEGEND

	(PROPOSED)	(EXISTING)
STORMWATER DRAIN / PIT		
SEWER		
PRIVATE WATER		
GAS		
TELSTRA		
ELECTRICITY		
ELEC OVER HEAD		
WATER/GAS CONDUITS		
SWALE DRAIN		
KERB & CHANNEL		
DRIVEWAY LOCATIONS		



SERVICE (OFFSETS IN METRES)														
ROAD	TELSTRA		GAS		ELECTRICITY		WATER		SEWER RISING		STORM WATER		BACK OF KERB	
	SIDE	OFFSET	SIDE	OFFSET	SIDE	OFFSET	SIDE	OFFSET	SIDE	OFFSET	SIDE	OFFSET	SIDE	OFFSET
COMMON PROPERTY	NW & SW	0.8	SE & NE	0.8	NW & SW	0.5	SE & NE	0.5	NW	2.2	NW	1.35	BOTH	2.7 - 3.7
									SW	3.2	SW & NE	1.85		
											SE	1.75		

SERVICES OFFSET TABLE

F	WANNON WATER AMMENDMENTS	AUG 17		NAME	DATE
E	GLENELG HOPKINS CMA AMMENDMENTS	AUG 17	DESIGN	B.MEADE	MAR 17
D	COUNCIL AMMENDMENTS AND DRAINAGE	AUG 17	DRAWN	B.MEADE	MAR 17
C	WANNON WATER AMMENDMENTS	JUL 17	CHECKED	S.TITMUS	MAR 17
B	UPDATED DRAINAGE NETWORK	JUN 17	APPROVED		
A	DETAILED DESIGN	JAN 17			
REVISION	DESCRIPTION	DATE	CAD FILE: 16-290 C.dwg		

Brian Consulting
Civil Engineers and Project Managers

28 Kepler Street (PO Box 1154)
Warrnambool Vic 3280
Ph: (03) 5561 3939 Fax: (03) 5561 2033
Email: info@brianconsulting.com.au

PS 805719L		PROPOSED SUBDIVISION STANLEY STREET WARRNAMBOOL LAYOUT PLAN			
SIZE A1	SCALE 1: 500	PROJECT No. 16-290	SHEET No. 1 of 5	REV F	

ADVERTISED

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

Page 1 of 2

VOLUME 12364 FOLIO 537

Security no : 124121504186L
Produced 27/01/2025 03:41 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 805719L.

PARENT TITLES :

Volume 03827 Folio 297 Volume 04853 Folio 495 Volume 08390 Folio 848

Volume 10371 Folio 909

Created by instrument PS805719L 22/03/2022

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

[REDACTED]

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW351937P 08/12/2022
COMMONWEALTH BANK OF AUSTRALIA

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
AQ144210Y 15/08/2017

AGREEMENT Section 173 Planning and Environment Act 1987
AQ144211W 15/08/2017

DIAGRAM LOCATION

SEE PS805719L FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 1 7 STANLEY STREET WARRNAMBOOL VIC 3280

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 08/12/2022

ADVERTISED

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

Page 2 of 2

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS805719L

DOCUMENT END



ADVERTISED

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 27/01/2025 03:41:12 PM

OWNERS CORPORATION 1
PLAN NO. PS805719L

The land in PS805719L is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 8.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

182 FAIRY STREET WARRNAMBOOL VIC 3280

AX004483J 03/07/2023

Owners Corporation Manager:

NIL

Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC055041B 22/03/2022

AX004482L 03/07/2023

Notations:

NIL

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	50	50
Lot 2	50	50
Lot 3	50	50
Lot 4	50	50
Lot 5	50	50



Owners Corporation Search Report

Produced: 27/01/2025 03:41:12 PM

**OWNERS CORPORATION 1
PLAN NO. PS805719L**

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 6	50	50
Lot 7	50	50
Lot 8	50	50
Total	400.00	400.00

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

Imaged Document Cover Sheet

ADVERTISED

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

Document Type	Plan
Document Identification	PS805719L
Number of Pages (excluding this cover sheet)	2
Document Assembled	27/01/2025 15:41

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

PLAN OF SUBDIVISION				EDITION 1	PS805719L
<p style="text-align: center;">LOCATION OF LAND</p> <p>PARISH : WANGOOM TOWNSHIP : WARRNAMBOOL SECTION : 1C CROWN JETTY ALLOTMENT : 1 (PT), 2 (PT), 3, 4 (PT) and 5 (PT) CROWN PORTION : - TITLE REFERENCE : Vol 3827 Fol 297 Vol 4853 Fol 495 Vol 8390 Fol 848 Vol 10371 Fol 909 LAST PLAN REFERENCE : LOTS 1, 2 AND 3 ON TP894997P LOTS 1 AND 2 ON TP887120C LOTS 1 AND 2 ON TP893211P LOT 1 ON TP8514M POSTAL ADDRESS : 7 STANLEY STREET (At time of subdivision) WARRNAMBOOL 3280 MGA94 Co-ordinates : E 628 440 Zone : 54 (of approx centre of land in plan) N 5 749 159 GDA 94</p>				<p>Council Name: Warrnambool City Council</p> <p>Council Reference Number: Sub2017-038 Planning Permit Reference: PP2015-0144 SPEAR Reference Number: S109122A</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 of the Subdivision Act 1988 has been made and the requirement has been satisfied</p> <p>Digitally signed by: Julie Michele Perry for Warrnambool City Council on 08/11/2017</p> <p>Statement of Compliance issued: 13/03/2019</p>	
VESTING OF ROADS AND/OR RESERVES				NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON			<p>THIS IS A SPEAR PLAN</p> <p>LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. SEE OWNERS CORPORATIONS SEARCH REPORT, OWNERS CORPORATIONS RULES, AND OWNERS CORPORATION ADDITIONAL INFORMATION FOR DETAILS.</p> <p>OTHER PURPOSE OF PLAN: TO REMOVE EASEMENT E-1 ON TP887120C</p> <p>GROUND'S FOR REMOVAL OF EASEMENT: WARRNAMBOOL CITY COUNCIL PLANNING PERMIT No. PP2015-0144</p>	
RESERVE No. 1	WARRNAMBOOL CITY COUNCIL				
RESERVE No. 2	WARRNAMBOOL CITY COUNCIL				
RESERVE No. 3	WARRNAMBOOL CITY COUNCIL				
NOTATIONS					
DEPTH LIMITATION : DOES NOT APPLY					
<p>SURVEY : This plan is/is not based on survey. To be completed where applicable. This survey has been connected to permanent marks no(s) 64, 367 AND 380 In Proclaimed Survey Area No. 23</p> <p>STAGING : This is/is not a staged subdivision. Planning Permit No. PP2015-0144</p>					
EASEMENT INFORMATION					
LEGEND: A - Appurtenant Easement E - Encumbering Easement or Condition in Crown Grant in Nature of an Easement R - Encumbering Easement (Road)					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
E-1	SEWERAGE	See Diag.	THIS PLAN	LOTS AND COMMON PROPERTY No. 1 ON THIS PLAN	
E-2	DRAINAGE	See Diag.	THIS PLAN	LOTS AND COMMON PROPERTY No. 1 ON THIS PLAN	
ALAN H. SIMPSON • LAND SURVEYOR • A.C.N. 062 912 510 P.O.BOX 421, WARRNAMBOOL 3280 PHONE : (03) 5561 1846 EMAIL : admin@simpssurv.com.au			SURVEYORS FILE REF: 466B 466BV3_PS1.DWG <small>466B_PLAN_SUB.SEE</small> Digitally signed by: Alastair Robert Davies, Licensed Surveyor, Surveyor's Plan Version (3), 04/09/2017, SPEAR Ref: S109122A		ORIGINAL SHEET SIZE: A3 PLAN REGISTERED TIME: 11.04am DATE: 22 / 3 / 2022 HEATH RICHARDS Assistant Registrar of Titles
			SHEET 1 OF 2		

ADVERTISED

PLAN OF SUBDIVISION

PS805719L

EDINA STREET

STANLEY STREET

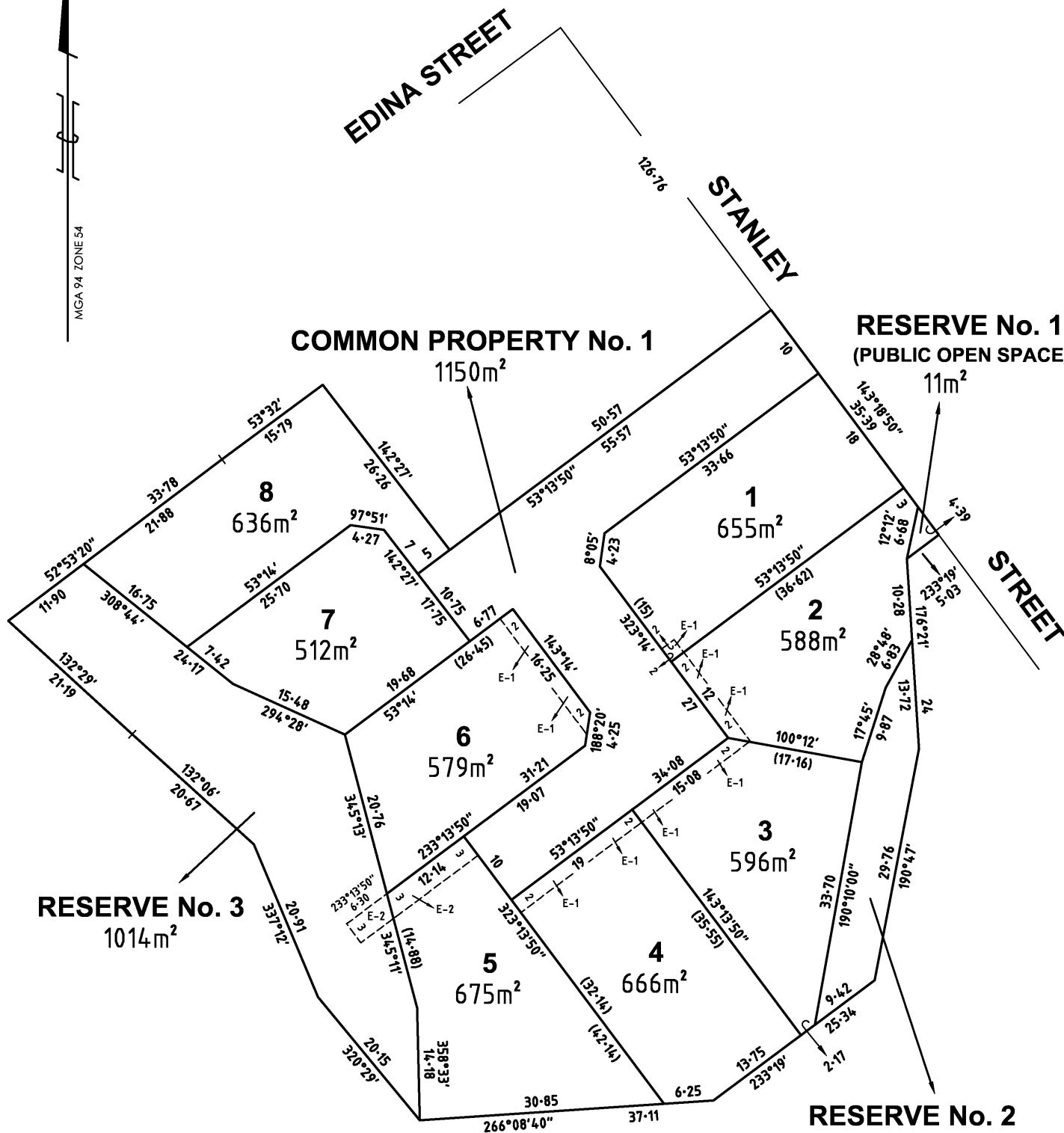
STREET

COMMON PROPERTY No. 1

RESERVE No. 1
(PUBLIC OPEN SPACE)

RESERVE No. 3
1014m²

RESERVE No. 2
(PUBLIC OPEN SPACE)
265m²



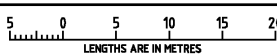
ALAN H. SIMPSON
● LAND SURVEYOR ●

A.C.N. 062 912 510

P.O. BOX 421, WARRNAMBOOL 3280

PHONE : (03) 5561 1846 EMAIL : admin@simplur.com.au

SCALE
1:500



ORIGINAL SHEET
SIZE: A3

SHEET 2

Digitally signed by: Alastair Robert Davies, Licensed
Surveyor,
Surveyor's Plan Version (3),
04/09/2017, SPEAR Ref: S109122A

Digitally signed by:
Warrnambool City Council,
08/11/2017,
SPEAR Ref: S109122A

SURVEYORS FILE REF: **466B**

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ADVERTISED

AQ144210Y

TaitsLegal

AGREEMENT PURSUANT TO SECTION 173 PLANNING & ENVIRONMENT ACT

RESPONSIBLE AUTHORITY
WARRNAMBOOL CITY COUNCIL

THE OWNER
NFM NOMINEES PTY LTD

LAND AFFECTED
7-11 STANLEY STREET, WARRNAMBOOL

DATED
8 August ~~July~~ 2017

REGISTRATION PARTICULARS

A Memorandum of this agreement was lodged in the Office of Titles pursuant to
Section 181 of the Planning & Environment Act 1987 on ____/____/2017.

DEALING NO.

ADVERTISED

AQ144210Y

WARRNAMBOOL CITY COUNCIL
- and -
NFM NOMINEES PTY LTD

PLANNING & ENVIRONMENT ACT
AGREEMENT PURSUANT TO SECTION 173

AFFECTED LAND: 7-11 Stanley Street, Warrnambool

Part of Crown Allotments 2, 3 and 4 of Section 1, and part of Crown Allotments 3, 4 and 5 of Section 1C Township of Warrnambool Parish of Wangoom being the land described in Certificates of Title Volume 3827 Folio 297, Volume 4853 Folio 495, Volume 8390 Folio 848 and Volume 10371 Folio 909

THIS AGREEMENT is made on the 8th day of August ~~July~~, 2017

BETWEEN:

The Responsible Authority: **WARRNAMBOOL CITY COUNCIL** ("the Council")
of Liebig Street, Warrnambool

The Owner: **NFM NOMINEES PTY LTD**
of 121 Kepler Street, Warrnambool ("the Owner")

WHEREAS:

- A. The Owner owns the land being the land in the township of Warrnambool Parish of Wangoom being described in Certificates of Title Volume 3827 Folio 297, Volume 4853 Folio 495, Volume 8390 Folio 848 and Volume 10371 Folio 909, situate at Stanley Street, Warrnambool ("the land").
- B. The land is affected by the provisions of the Warrnambool City Council ("the Scheme").
- C. The Council is the responsible authority under the Planning & Environment Act 1987 ("the Act") for the purposes of the Scheme.
- D. By an Application No. PP2015-0144, the Owner applied to the Council for a planning permit to subdivide the land into 8 lots, and for the removal of carriageway easement, construction of fencing and the removal of native vegetation in accordance with the endorsed plans.
- E. On 4 October 2016, the Council issued the permit. Among other conditions, the permit contained the following condition:

"20. GHCMA

A Section 173 agreement shall be entered into between Warrnambool City Council and the applicant lodging the following requirement on title for each of the proposed new lots:

- a. No filling or raising of ground levels shall occur outside the building envelope on land below 1.47m AHD.
- b. The floor level in new dwellings shall be finished at or above the nominal flood protection level of 2.07m AHD.
- c. All electrical fittings and outlets associated with new buildings are to be fixed at or above the nominal flood protection level of 2.07m AHD.
- d. Fencing on land that is at an elevation of 1.47m AHD and lower must be of an open style compliant with the Glenelg Hopkins CMA guidelines for fencing in flood-prone areas."

- F. The parties enter this agreement in satisfaction of this condition of the subdivision permit.

ADVERTISED

AQ144210Y

BY THIS AGREEMENT IT IS AGREED AND COVENANTED:

1. OPERATION

- 1.1. This agreement is made pursuant to Section 173 of the Act.
- 1.2. This agreement shall come into force on execution by both parties.
- 1.3. The covenants of this agreement shall run with the land.

2. INTERPRETATION

2.1. LOT

In this agreement "lot" means any and each lot shown on the subdivision plan.

2.2. OWNER

In this agreement the word "Owner" unless the contrary intention appears shall be deemed to include NFM Nominees Pty Ltd its successors assigns and transferees and the obligations imposed on and assumed by NFM Nominees Pty Ltd shall be binding on the successors transferees purchasers mortgagees assigns of NFM Nominees Pty Ltd and any person obtaining possession of the whole or part of the land as if each of those successors separately executed this agreement; and

If the Owner holds the land in a trust capacity, "Owner" shall include the beneficiaries of the trust in relation to which it holds such land. Where such trust relationship exists the Owner in executing this agreement does so intending to assume not only personal liability, but also to bind the trust for which it acts as trustee.

If the Owner is constituted by more than one person any obligation imposed by this agreement on the Owner shall be imposed on those persons jointly and severally.

2.3. COUNCIL

In this agreement the word "Council" shall include the Council's successors and its successors as responsible authority for Planning control in the area in which the land is situate.

2.4. In this agreement, unless the context otherwise requires:

- 2.4.1. Words denoting the singular number shall include the plural and vice versa.
- 2.4.2. Words denoting any gender shall include all genders.
- 2.4.3. Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings.
- 2.4.4. Words denoting natural persons shall include corporations and vice versa.
- 2.4.5. References to clauses and schedules are to clauses of and schedules to this agreement.
- 2.4.6. Headings are for convenience only and do not affect interpretation.
- 2.4.7. References to any party to this agreement or any other agreement or instrument shall include the party's successors and permitted assigns.
- 2.4.8. Reference to any agreement or instrument shall be also to such agreement or instrument as amended, novated, supplemented, varied or replaced from time to time.
- 2.4.9. References to any legislation or to any provision of any legislation shall include any modification or re-enactment of that legislation and any legislative provision substituted for, and all regulations and statutory instruments issued under such legislation or provision.

ADVERTISED^{3.} AQ144210Y

2.4.10. References to dollars and "\$" shall be taken as referring to amounts in Australian currency.

2.4.11. As the case may be, a reference to a right or obligation of any two or more persons confers that right, or imposes that obligation, jointly and severally.

3. SITE FILL RESTRICTIONS & FENCING

Within the areas designated by hatching on the plan "SITE FILL RESTRICTIONS" [Annexure 1]:

3.1. No filling or raising of the ground levels shall occur.

3.2. Fencing must be of an open style compliant with the Glenelg Hopkins Management Authority guidelines for fencing in flood prone areas.

4. FLOOR LEVELS

4.1. In each of the lots created by the Plan of Subdivision the floor levels shall be finished at or above the nominal flood protection level of 2.07m AHD, and.

4.2. All electrical fittings and outlets associated with new buildings are to be fixed at or above the nominal flood protection level, 2.07m AHD.

5. REGISTRATION

The parties shall do all things necessary to enable the Council to register this agreement pursuant to Section 181 of the Act.

6. DISCLOSURE

The Owner shall not sell mortgage or part with possession of the land or any part of it without first disclosing to its successors the existence and the nature of this agreement.

7. COSTS OF AGREEMENT

The Owner forthwith on demand shall pay to the Council the Council's costs and expenses (as between the solicitor and own client) of and incidental to this agreement and of anything consequent on it or in furtherance of it.

8. NOTICES

Any notice required under this agreement may be served by delivering it to the Owner at its last known address within the rating records of the Council. Any notice posted shall be deemed to have been served at the expiration of twenty-four hours from the time of posting.

9. SUCCESSORS BOUND

Without limiting the operation or effect which this agreement has apart from this sub-clause, the Owner shall ensure that its successors:-

9.1. Give effect to and do all acts and sign all documents which are required of them to give effect to this agreement; and

9.2. Execute under seal a deed agreeing to be bound by the terms of this agreement.

The obligation imposed on the Owner by sub-clause 1 of this clause shall cease for such time as there appears in the register book at the office of the Registrar of Titles a memorandum of this agreement.

10. DEFAULT

If the Owner fails to comply with this agreement the Council may serve on the Owner or on the owner of a lot in respect of which there has been failure of compliance a notice in writing specifying the works, matters and things ("the Remedial Works") in respect of which the relevant owner is in default. If such default continues for thirty days after the service of such notice the Council by its employees or contractors may enter upon the land and cause the Remedial Works to be done.

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A notice served on the Owner pursuant to this clause may set out the costs (as estimated by the Council) of carrying out the Remedial Works. If the Owner does not comply with the notice within thirty days the Council may serve on the Owner a demand in writing for the amount of the estimated costs. The amount then shall become a debt due and payable by the relevant owner to the Council.

As soon as practicable after the completion of the Remedial Works the Council shall certify the actual costs of the Remedial Works. The difference between a sum paid to the Council as the estimated costs, and the actual costs, shall be paid by the relevant owner to the Council or if there is excess, repaid by the Council to the relevant owner.

11. COUNCIL AS ATTORNEY FOR OWNER

The Owner hereby appoints the Council as its attorney to do all things the Owner is capable of doing for the purposes of giving effect to this agreement or necessary to give effect to any of the duties or obligations imposed on the Owner pursuant to this agreement and hereby authorizes the Council to do and will ratify whatever the Council lawfully shall do or cause to be done under this power of attorney.

12. ENFORCEMENT

12.1. The operation of this clause is suspended until and unless the Council has served a notice under the "Default" clause.

12.2. The Owner forthwith on demand shall pay to the Council the cost and expenses, including building costs, of and incidental to the Council exercising its powers under this agreement.

12.3. The Owner licenses the Council through its employees and contractors at any reasonable time by appointment to enter upon any part of the land for the purposes of giving effect to this agreement.

13. RELEASE

On a person ceasing to own any part of the land that person shall be released from the obligations of that person as an owner under this agreement, save to the extent that any right has arisen against such owner prior to such cessation.

14. FURTHER DOCUMENTATION AND ACTION

Each of the parties shall sign and execute all such further documents and deeds and do all acts and things as the other party reasonably shall require for giving effect to this agreement.

15. DISPUTE

If any dispute or difference arises between the parties with respect to the interpretation of this agreement, or its application, such dispute or difference shall be determined by a person appointed by the parties by agreement, or failing agreement, by a person qualified in the area of the dispute or difference and appointed by the Secretary as defined in the Act.

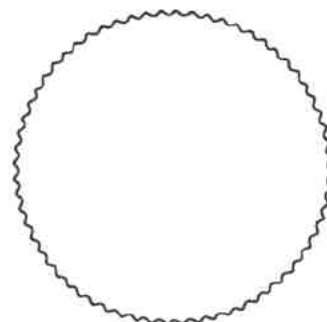
EXECUTED AS A DEED.

THE COMMON SEAL of WARRNAMBOOL CITY)
COUNCIL was hereunto affixed in the presence of:)

.....
Chief Executive
Its duly authorised delegate

In the presence of:

Witness: Wendy Clonk



ADVERTISED^{5.}

AQ144210Y

EXECUTED by **NFM NOMINEES PTY LTD**)
(ACN 005 142 558) by being signed by those)
persons who are authorised to sign for the)
company.)

Director: 

Full name: **JOHN JAMES TAIT**

Usual Address: **121 Kepler Street, Warrnambool**

Secretary: 

Full name: **GRANT ADRIAN EZZY**

Usual Address: **121 Kepler Street, Warrnambool**

ANNEXURE 1: **SITE FILL RESTRICTIONS**
 7 Stanley Street
 PP2015-0144

ADVERTISED

AQ144210Y

SITE FILL RESTRICTIONS

**7 STANLEY STREET
PP2015-0144**



EDINA STREET

STANLEY

COMMON PROPERTY No. 1

**RESERVE No. 1
(PUBLIC OPEN SPACE)**

STREET

RESERVE No. 3

**RESERVE No. 2
(PUBLIC OPEN SPACE)**

LEGEND



DENOTES AREA RESTRICTED FROM FILLING OR RAISING OF
GROUND LEVELS WHERE LAND IS BELOW 1.47m AHD.

ALAN H. SIMPSON

• **LAND SURVEYOR** •

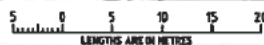
A.C.N. 062 912 510

P.O. BOX 421, WARRNAMBOOL 3280

PHONE : (03) 5501 1846 EMAIL : admin@ahsimpson.com.au

SCALE

1:500



**ORIGINAL SHEET
SIZE: A3**

SHEET 1

SURVEYORS FILE REF: 466B

466B_V3_Restrictions2.DWG

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AQ144211W

Application by a responsible authority for the making
of a recording of an agreement

Section 181 Planning and Environment Act 1987

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Lodged by

Name: Taits Legal

Phone: 5560 2100

Address: 121 Kepler Street, Warrnambool 3280

Reference: James Tait:161888

Customer Code: 1638Q

The responsible authority having made an agreement referred to in Section 181(1) of the Planning and Environment Act 1987 requires a recording to be made in the Register.

Land: Certificates of Title Volume 3827 Folio 297, Volume 4853 Folio 495, Volume 8390 Folio 848 and Volume 10371 Folio 909

Responsible authority: Warrnambool City Council

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

A copy of the agreement is attached to this application:

Date: 8th August
July, 2017

Signature for responsible authority:


BRUCE A. ANSON
CHIEF EXECUTIVE
WARRNAMBOOL CITY COUNCIL

ADVERTISED

AQ144211W

TaitsLegal

AGREEMENT PURSUANT TO SECTION 173 PLANNING & ENVIRONMENT ACT

RESPONSIBLE AUTHORITY
WARRNAMBOOL CITY COUNCIL

THE OWNER
NFM NOMINEES PTY LTD

LAND AFFECTED
7-11 STANLEY STREET, WARRNAMBOOL

DATED
8 August ~~July~~ 2017

REGISTRATION PARTICULARS

A Memorandum of this agreement was lodged in the Office of Titles pursuant to
Section 181 of the Planning & Environment Act 1987 on ____/____/2017.

DEALING NO.

ADVERTISED

AQ144211W

WARRNAMBOOL CITY COUNCIL

PLANNING & ENVIRONMENT ACT

- and -

AGREEMENT PURSUANT TO SECTION 173

NFM NOMINEES PTY LTD

AFFECTED LAND:

7-11 Stanley Street, Warrnambool

Part of Crown Allotments 2, 3 and 4 of Section 1, and part of Crown Allotments 3, 4 and 5 of Section 1C Township of Warrnambool Parish of Wangoom being the land described in Certificates of Title Volume 3827 Folio 297, Volume 4853 Folio 495, Volume 8390 Folio 848 and Volume 10371 Folio 909

THIS AGREEMENT is made on the 8th day of August, 2017

BETWEEN:

The Responsible Authority: **WARRNAMBOOL CITY COUNCIL** ("the Council")
of Liebig Street, Warrnambool

The Owner: **NFM NOMINEES PTY LTD**
of 121 Kepler Street, Warrnambool ("the Owner")

WHEREAS:

- A. The Owner owns the land being the land in the Township of Warrnambool Parish of Wangoom being described in Certificates of Title Volume 3827 Folio 297, Volume 4853 Folio 495, Volume 8390 Folio 848 and Volume 10371 Folio 909, situate at Stanley Street, Warrnambool ("the land").
- B. The land is affected by the provisions of the Warrnambool City Council ("the Scheme").
- C. The Council is the responsible authority under the Planning & Environment Act 1987 ("the Act") for the purposes of the Scheme.
- D. By an Application No. PP2015-0144, the Owner applied to the Council for a planning permit to subdivide the land into 8 lots, and for the removal of carriageway easement, construction of fencing and the removal of native vegetation in accordance with the endorsed plans.
- E. On 4 October 2016, the Council issued the permit. Among other conditions, the permit contained the following condition:
 - "13. Building exclusionBefore the plan of subdivision is certified under the Subdivision Act 1988, the Owner must enter into an agreement with the Responsible Authority under Section 173 of the Planning and Environment Act 1987, and make application to the Registrar of Titles to have the agreement registered on the title to the land under Section 181 of the Act, which provides that on each lot to be created, buildings may not be constructed within the building exclusion area, as shown on the endorsed plans of this permit. The Owner must pay the reasonable costs of the preparation, execution and registration of the Section 173 agreement."
- F. The parties enter this agreement in satisfaction of this condition of the subdivision permit.

ADVERTISED

AQ144211W

BY THIS AGREEMENT IT IS AGREED AND COVENANTED:

1. OPERATION

- 1.1. This agreement is made pursuant to Section 173 of the Act.
- 1.2. This agreement shall come into force on execution by both parties.
- 1.3. The covenants of this agreement shall run with the land.

2. INTERPRETATION

2.1. LOT

In this agreement "lot" means any and each lot shown on the subdivision plan.

2.2. OWNER

In this agreement the word "Owner" unless the contrary intention appears shall be deemed to include NFM Nominees Pty Ltd its successors assigns and transferees and the obligations imposed on and assumed by NFM Nominees Pty Ltd shall be binding on the successors transferees purchasers mortgagees assigns of NFM Nominees Pty Ltd and any person obtaining possession of the whole or part of the land as if each of those successors separately executed this agreement; and

If the Owner holds the land in a trust capacity, "Owner" shall include the beneficiaries of the trust in relation to which it holds such land. Where such trust relationship exists the Owner in executing this agreement does so intending to assume not only personal liability, but also to bind the trust for which it acts as trustee.

If the Owner is constituted by more than one person any obligation imposed by this agreement on the Owner shall be imposed on those persons jointly and severally.

2.3. COUNCIL

In this agreement the word "Council" shall include the Council's successors and its successors as responsible authority for Planning control in the area in which the land is situate.

2.4. In this agreement, unless the context otherwise requires:

- 2.4.1. Words denoting the singular number shall include the plural and vice versa.
- 2.4.2. Words denoting any gender shall include all genders.
- 2.4.3. Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings.
- 2.4.4. Words denoting natural persons shall include corporations and vice versa.
- 2.4.5. References to clauses and schedules are to clauses of and schedules to this agreement.
- 2.4.6. Headings are for convenience only and do not affect interpretation.
- 2.4.7. References to any party to this agreement or any other agreement or instrument shall include the party's successors and permitted assigns.
- 2.4.8. Reference to any agreement or instrument shall be also to such agreement or instrument as amended, novated, supplemented, varied or replaced from time to time.
- 2.4.9. References to any legislation or to any provision of any legislation shall include any modification or re-enactment of that legislation and any legislative provision substituted for, and all regulations and statutory instruments issued under such legislation or provision.

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AQ144211W

2.4.10. References to dollars and "\$" shall be taken as referring to amounts in Australian currency.

2.4.11. As the case may be, a reference to a right or obligation of any two or more persons confers that right, or imposes that obligation, jointly and severally.

3. BUILDING EXCLUSION

Within the areas designated by hatching on the plan "BUILDING AREA EXCLUSION ZONES" [Annexure 1] no building shall be constructed unless with the written consent of the Responsible Authority. A building is defined as any structure, excluding:- fences; retaining walls; decks, steps or landings less than 800mm in height; stairs; ramps; eaves; fascia and gutters.

4. REGISTRATION

The parties shall do all things necessary to enable the Council to register this agreement pursuant to Section 181 of the Act.

5. DISCLOSURE

The Owner shall not sell mortgage or part with possession of the land or any part of it without first disclosing to its successors the existence and the nature of this agreement.

6. COSTS OF AGREEMENT

The Owner forthwith on demand shall pay to the Council the Council's costs and expenses (as between the solicitor and own client) of and incidental to this agreement and of anything consequent on it or in furtherance of it.

7. NOTICES

Any notice required under this agreement may be served by delivering it to the Owner at its last known address within the rating records of the Council. Any notice posted shall be deemed to have been served at the expiration of twenty-four hours from the time of posting.

8. SUCCESSORS BOUND

Without limiting the operation or effect which this agreement has apart from this sub-clause, the Owner shall ensure that its successors:-

8.1. Give effect to and do all acts and sign all documents which are required of them to give effect to this agreement; and

8.2. Execute under seal a deed agreeing to be bound by the terms of this agreement.

The obligation imposed on the Owner by sub-clause 1 of this clause shall cease for such time as there appears in the register book at the office of the Registrar of Titles a memorandum of this agreement.

9. DEFAULT

If the Owner fails to comply with this agreement the Council may serve on the Owner or on the owner of a lot in respect of which there has been failure of compliance a notice in writing specifying the works, matters and things ("the Remedial Works") in respect of which the relevant owner is in default. If such default continues for thirty days after the service of such notice the Council by its employees or contractors may enter upon the land and cause the Remedial Works to be done.

A notice served on the Owner pursuant to this clause may set out the costs (as estimated by the Council) of carrying out the Remedial Works. If the Owner does not comply with the notice within thirty days the Council may serve on the Owner a demand in writing for the amount of the estimated costs. The amount then shall become a debt due and payable by the relevant owner to the Council.

As soon as practicable after the completion of the Remedial Works the Council shall certify the actual costs of the Remedial Works. The difference between a sum paid to the Council

ADVERTISED

AQ144211W

as the estimated costs, and the actual costs, shall be paid by the relevant owner to the Council or if there is excess, repaid by the Council to the relevant owner.

10. COUNCIL AS ATTORNEY FOR OWNER

The Owner hereby appoints the Council as its attorney to do all things the Owner is capable of doing for the purposes of giving effect to this agreement or necessary to give effect to any of the duties or obligations imposed on the Owner pursuant to this agreement and hereby authorizes the Council to do and will ratify whatever the Council lawfully shall do or cause to be done under this power of attorney.

11. ENFORCEMENT

11.1. The operation of this clause is suspended until and unless the Council has served a notice under the "Default" clause.

11.2. The Owner forthwith on demand shall pay to the Council the cost and expenses, including building costs, of and incidental to the Council exercising its powers under this agreement.

11.3. The Owner licenses the Council through its employees and contractors at any reasonable time by appointment to enter upon any part of the land for the purposes of giving effect to this agreement.

12. RELEASE

On a person ceasing to own any part of the land that person shall be released from the obligations of that person as an owner under this agreement, save to the extent that any right has arisen against such owner prior to such cessation.

13. FURTHER DOCUMENTATION AND ACTION

Each of the parties shall sign and execute all such further documents and deeds and do all acts and things as the other party reasonably shall require for giving effect to this agreement.

14. DISPUTE

If any dispute or difference arises between the parties with respect to the interpretation of this agreement, or its application, such dispute or difference shall be determined by a person appointed by the parties by agreement, or failing agreement, by a person qualified in the area of the dispute or difference and appointed by the Secretary as defined in the Act.

EXECUTED AS A DEED.

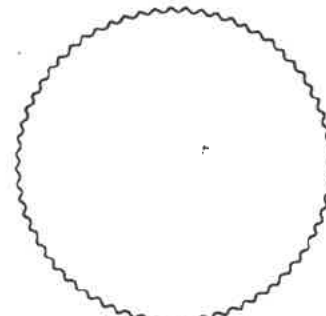
THE COMMON SEAL of WARRNAMBOOL CITY)
COUNCIL was hereunto affixed in the presence of:)

.....
Chief Executive
Its duly authorised delegate

In the presence of:

Witness:

Wendy Clark



ADVERTISED

AQ144211W

EXECUTED by NFM NOMINEES PTY LTD
(ACN 005 142 558) by being signed by those
persons who are authorised to sign for the
company.

Director:

Full name: JOHN JAMES TAIT

Usual Address: 121 Kepler Street, Warrnambool

Secretary:

Full name: GRANT ADRIAN EZZY

Usual Address: 121 Kepler Street, Warrnambool

ANNEXURE 1: BUILDING AREA EXCLUSION ZONES
7 Stanley Street
PP2015-0144

ADVERTISED

AQ144211W

**BUILDING AREA
EXCLUSION ZONES**

**7 STANLEY STREET
PP2015-0144**

MGA 94 ZONE 54

EDINA STREET

STANLEY

COMMON PROPERTY No. 1

**RESERVE No. 1
(PUBLIC OPEN SPACE)**

STREET

RESERVE No. 3

**RESERVE No. 2
(PUBLIC OPEN SPACE)**

LEGEND



DENOTES BUILDING EXCLUSION ZONE AS REQUIRED BY CONDITION 13 OF PLANNING PERMIT PP2015-0144.

**ALAN H. SIMPSON
• LAND SURVEYOR •**

A.C.N. 062 912 510

P.O. BOX 421, WARRNAMBOOL 3280

PHONE : (03) 5561 1846 EMAIL : admin@simpsonsurvey.com.au

**SCALE
1:500**

5 0 5 10 15 20
LENGTHS ARE IN METRES

**ORIGINAL SHEET
SIZE: A3**

SHEET 1

SURVEYORS FILE REF: 466B

466B_V3_Restrictions1.DWG