

CONTRACT OF SALE

VicUrban

and

Victorian Croquet Association Incorporated

Property: Lot 2919 Nobel Banks Drive and
Ken Jordan Road Cairnlea

Middletons Lawyers
Melbourne office
Ref: RRE

GENERAL CONDITIONS ("GC")

Encumbrances

- 1.1 The Purchaser buys the property and the chattels subject to the encumbrances shown in Item 1 of the Schedule.
- 1.2 If the Purchaser is taking over an existing mortgage:-
 - (a) the Purchaser assumes liability for the mortgage;
 - (b) the price is satisfied to the extent of any mortgage money owing at the settlement date; and
 - (c) the Vendor must treat any payment made by the Purchaser under the mortgage as a payment made to the Vendor under this contract.

Loss or Damage Before Settlement

- 2.1 The Vendor carries the risk of loss or damage to the property and the chattels until settlement.
- 2.2 The Vendor must deliver the property and the chattels to the Purchaser at settlement date in their present condition (fair wear and tear excepted).
- 2.3 If any chattel is not in its present condition (fair wear and tear excepted) at settlement, the Purchaser is only entitled to compensation from the Vendor.

Finance

3. If a lender is nominated in the Particulars of Sale this contract is subject to the lender approving the loan on the security of the property by the approval date or any later approval date allowed by the Vendor. The Purchaser may end the contract if the loan is not approved by the approval date only if the Purchaser:-
 - (a) has made immediate application for the loan;
 - (b) has done everything reasonably required to obtain approval of the loan;
 - (c) serves written notice ending the contract on the Vendor on or before two business days after the approval date, and;
 - (d) is not in default under any other condition of this contract when the notice is given.All money must be immediately refunded to the Purchaser if the contract is ended.

Terms Contracts

4. If this is a "terms contract" as defined in section 2(1) of the *Sale of Land Act 1962*, then:-
 - (a) the Vendor must arrange the discharge of any mortgage affecting the land by the settlement date;
 - (b) all money payable under the contract must be paid to a duly qualified Legal Practitioner or a licensed Estate Agent to be applied towards discharging the mortgage;
 - (c) the Purchaser must pay interest to the Vendor from the settlement date upon the balance outstanding at the rate, on the days, and with the adjustments set out in Item 2 of the Schedule;
 - (d) the Vendor must apply instalments under this contract first to pay interest and then to reduce the balance owing.

Nominee

5. If the contract says that the property is sold to a named Purchaser "and/or nominee" (or similar words), the named Purchaser may, at least 14 days before settlement date, nominate a substitute or additional Purchaser, but the named Purchaser remains personally liable for the due performance of all the Purchaser's obligations under this contract.

Payment

- 6.1 The Purchaser must pay all money (except the deposit) to the Vendor, the Vendor's Solicitor or at the direction of the Vendor.
- 6.2 The Purchaser must pay the deposit:-
 - (a) to the Vendor's Estate Agent or, if there is no Estate Agent, to the Vendor's Solicitor; or
 - (b) if the Vendor directs, into a special purpose banking account specified by the Vendor in the joint names of the Purchaser and the Vendor.

- 6.3 If the land sold is a lot on an unregistered plan of subdivision then the deposit:-
- (a) must not exceed 10% of the price; and
 - (b) must be paid:-
 - (i) to the Vendor's Solicitor or Estate Agent to be held by the Solicitor or Estate Agent on trust for the Purchaser; or
 - (ii) if the Vendor directs, into a special purpose banking account in Victoria specified by the Vendor in the joint names of the Purchaser and the Vendor
- until the registration of the plan.

Breach

7. A party who breaches this contract must pay to the other party on demand:-
- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach, and
 - (b) any interest due under this contract as a result of the breach.

Time

8. If the time for performing any action expires on a Saturday, Sunday or bank holiday, then time is extended until the next business day.

General Conditions in Legislation

- 9.1 The general conditions in Table A of the Seventh Schedule of the *Transfer of Land Act* 1958 apply if the land is under the operation of that Act.
- 9.2 The general conditions in the Third Schedule of the *Property Law Act* 1958 apply if the land is not under the operation of the *Transfer of Land Act* 1958.
- 9.3 General Condition 9 in Table A or in the Third Schedule applies as if its second last sentence ended with the additional words, "as a resident Australian beneficial owner of the land".

Conflict Between Conditions

10. In case of a conflict between the conditions the order of priority is:-
- (a) any special conditions in this contract;
 - (b) general conditions in this contract;
 - (c) general conditions in legislation.

Conditions

11. These conditions prevail over the conditions in any earlier contract and any requisitions and answers properly made and given under that contract are deemed to be requisitions and answers properly made and given under this contract.

Service

12. Any document served by post is deemed to be served on the next business day after posting unless proved otherwise.

Transfer and Settlement

- 13.1 The Purchaser must provide the instrument of transfer required by General Condition 12 of Table A, or the assurance required by the Third Schedule (as the case may be), to the Vendor or the Vendor's Solicitor at least 10 days prior to the settlement date.
- 13.2 The Vendor must pay the bank fees on all bank cheques exceeding 3 that are required by the Vendor for settlement.

Law Institute of Victoria Property Law Dispute Resolution Committee Guidelines

1. The Committee has been established to decide disputes relating to property law matters.
Where one party does not have a Solicitor representing them, the dispute cannot be heard until that party instructs a Solicitor.
2. An *agreed* Statement of Facts must be signed by all parties and referring Solicitors and must include:-

- 2.1 A clear and concise statement of all the relevant *agreed* facts upon which the dispute is based. The Committee is unable to make any decision unless the facts are *agreed* between the parties.
 - 2.2 A copy of all relevant documents.
 - 2.3 The issues, based on the *agreed* facts, to be decided by the Committee.
 - 2.4 Applications for disputes to be decided by the Committee shall include an agreement by the referring Solicitors and the parties to be bound by the Committee's decision on any question of law or practice.
3. Applications in the appropriate form must be lodged with the Secretary of the Property Law Dispute Resolution Committee C/- the Law Institute of Victoria. The form may be obtained from the Property Law Section of the Institute.
 4. An administration fee of \$100.00 for each referring Solicitor must be paid to the Institute when the application is lodged.
 5. The Committee's decision will be based upon the material contained in the Statement of Facts **only**.
In making its decision the Committee shall act as an expert panel and not as an arbitrator.
 6. The Committee reserves the right:-
 - (i) to call for further and better particulars in order to make a decision.
 - (ii) to refuse to decide any dispute, in which case any fees will be refunded in full.
 7. The Committee's written decision will be sent to the referring Solicitors within seven days of the dispute being decided.
-

Sale of Land Act 1962

Section 31

IMPORTANT NOTICE TO PURCHASER

COOLING-OFF PERIOD

This notice is given to you under Section 31 of the *Sale of Land Act 1962* (the "Act") by the Victorian Urban Development Authority ("VicUrban").

You may in some cases have the right to terminate this Contract.

If you have this right, you can exercise it by giving to VicUrban or its agent within 3 clear business days of the day that the Contract was signed by **you** a written notice which is signed by you and which says that you are terminating the Contract. Instead of giving the notice to VicUrban or its agent, you can also leave it at the address for service of VicUrban in the Contract or the address of the agent of VicUrban.

You will not have this right if:

- the Land is used primarily for industrial or commercial purposes
- the Land is more than 20 hectares and is used primarily for farming
- the sale of the Land was by publicly advertised auction and was bought by you on the day of that auction or within 3 clear business days before or after the auction day
- VicUrban has previously entered into a contract with you for the sale of the Land on substantially the same terms
- you are an estate agent or a corporate body
- you sought and received independent advice from a solicitor before signing the Contract.

Should you exercise this right and terminate the Contract, you will be entitled to the return of all monies paid under the Contract except for the sum of \$100 or 0.2% of the purchase price (whichever is the greater) which VicUrban is entitled to retain.

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THIS CONTRACT FOR THE SALE OF LAND is made under Section 7 of the *Victorian Urban Development Authority Act 2003*.

PARTIES

VICURBAN
Level 12, 700 Collins Street Docklands Vic 3008
(“Victorian Urban Development Authority”)

AND

VICTORIAN CROQUET ASSOCIATION INCORPORATED
of 2/1 McCullough Street Essendon North 301

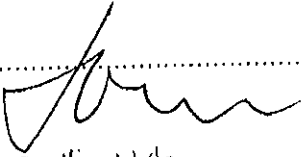
(the “Purchaser”)

THE PARTIES AGREE

VicUrban sells and the Purchaser buys the Land for the Sale Price and upon and subject to the terms set out in the Schedule of Sale and the Conditions of Sale contained in this Contract and subject further to the easements, covenants or similar restrictions (if any) disclosed in VicUrban's Statement under Section 32 of the *Sale of Land Act 1962*, a copy of which is attached to, and forms part of, this Contract.

SIGNED

This offer is accepted by VicUrban on 26 / 4 / 2005 (the “acceptance date” which date is shown on the cover page of this Contract as the “Date of this Contract”)

.....
SIGNED FOR AND ON BEHALF OF VICURBAN BY 
John Tabour CEO VicUrban.

This offer is made by the Purchaser(s) on / / (the “offer date”)

.....
SIGNED BY THE PURCHASER(S)



THIS CONTRACT FOR THE SALE OF LAND is made under Section 7 of the *Victorian Urban Development Authority Act 2003*.

PARTIES

VICTORIAN URBAN DEVELOPMENT AUTHORITY
Level 12, 700 Collins Street Docklands Vic 3008

("VicUrban")

AND

VICTORIAN CROQUET ASSOCIATION INCORPORATED
of 2/1 McCullough Street Essendon North 3041

(the "Purchaser")

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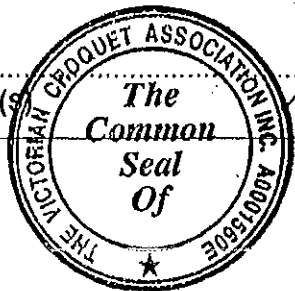
This offer is accepted by VicUrban on / / (the "acceptance date" which date is shown on the cover page of this Contract as the "Date of this Contract")

.....
SIGNED FOR AND ON BEHALF OF VICURBAN BY

This offer is made by the Purchaser(s) on 7 / 04 / 2005 (the "offer date")

V. Haseloff
.....
SIGNED BY THE PURCHASER(S) *M.V. Whitzney*

V HASLOFF
PRESIDENT.



MV WHITNEY
PUBLIC OFFICER



SCHEDULE OF SALE

1. LAND

All that piece of vacant land shown as Lot 2919 on the attached copy Plan of Subdivision PS 513889L (the "Plan") and being part of the land described in Certificate of Title Volume 10806 Folio 939 **known as**

2. ADDRESS

LOT 2919 CNR NOBEL BANKS DRIVE AND KEN JORDAN ROAD CAIRNLEA

for a sale price of

3. PRICE	\$ 1,150,000.00
GST	\$ 115,000.00
TOTAL PRICE	\$ 1,265,000.00

4. DEPOSIT

\$126,500.00 being a sum equal to 10% of the total price on the signing of this contract of sale.

5. BALANCE

\$1,138,500.00

6. PAYMENT OF BALANCE DATE

Strictly upon the expiration of thirty (30) days from the date of Land Victoria registration of PS 513889L.

AND subject to the Purchaser paying the Sale Price and accepting or being deemed to have accepted title to the Land the Purchaser is entitled to, and must be given, vacant possession of the Land (but not before registration of PS513889L)

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CONTACT DETAILS FOR THE VicUrban

SALES TEAM

Cairnlea Sales & Information Centre
69 Furlong Road
CAIRNLEA VIC 3023
Attention: Graeme Quin


 03 9363 6034



03 9363 1900

PROJECT MANAGER

The name of the project manager to whom any general inquiries regarding the development of the estate may be directed is Graeme Quin.

 03 9363 2800



03 9363 1900

VicUrban Solicitor:


Rosemary Evans
Middletons Lawyers,
200 Queen Street, Melbourne Tel: 9640 4223

CONTACT DETAILS FOR THE PURCHASER

SOLICITOR

The name of the solicitor acting for the Purchaser(s) is

Nick Stokes
Lander & Rogers
Level 12, 600 Bourke Street Melbourne

 9672 9111



9670 2723



CONDITIONS OF SALE

1. DEPOSIT

- (a) In accordance with Part 1 Division 3 of the *Sale of Land Act 1962* the deposit must be paid into the trust account operated by Middletons Lawyers, 200 Queen Street, Melbourne 3000 to be held as stakeholder nominated by VicUrban and the deposit may be held in an interest bearing trust account established under Section 173 of the *Legal Practice Act 1996*.
- (b) Any interest accruing on the deposit must be paid to the party ultimately entitled to receive the deposit.

2. PLANNING APPROVAL

The Purchaser has obtained a Planning Permit (Corrected) No P336/2004 from Brimbank City Council ("**Permit**") for the use and development of the Land for a restricted recreation facility (Victorian Croquet Centre) with ancillary club house and car parking and the removal of native vegetation in accordance with endorsed plans.

3. COVENANT TO BUILD

- (a) The Purchaser will construct a clubhouse and croquet courts and associated facilities including landscaping and fencing ("**Development**") in accordance with the Permit and the plans and specifications approved and endorsed by VicUrban a copy of which are annexed to this Contract of Sale (See Schedule 1). The Purchaser agrees that it will not make any material alterations to the endorsed plans without first obtaining approval and endorsement of such alterations from VicUrban which must not be unreasonably withheld or delayed. The Purchaser covenants with VicUrban that it will actively pursue the Development and will not sell, offer for sale, subdivide or dispose of its interest in all or any part of the Land before completion of the Development and without written consent of VicUrban.
- (b) If there is any inconsistency between the Permit and the plans and specifications then the Permit will prevail, to the extent of the inconsistency save and except the requirement of Condition 1(a) of the Permit which requires the fencing to be located **on** the eastern boundary of the Land and which is subject to amendment by consent of the parties to provide for a set back of 1.0 metre from the eastern boundary to accord with the Landscape Concept Plan attached (See Schedule 2). The Purchaser has agreed to and will diligently pursue this amendment.
- (c) In consideration of the Purchaser's agreement to abide by condition 3(a) above, VicUrban agrees that in the development and sale of its land abutting the western and southern boundaries of the Land it will notify any and all purchasers of the proposed use of Lot CV as a croquet and sporting facility.
- (d) In consideration of the Purchaser's need to curtail overshadowing on the Land, VicUrban agrees to either construct a road abutting the western boundary of the Land or, in the event that a road is not constructed, to place on the titles of that part of the Lot CW on PS513889L or any future subdivision of Lot CW which abuts the western boundary of the Land and such a restrictive covenant will be for the benefit of the Land and it will prevent a building of any kind to be constructed within 2.0 metres of the western boundary of the Land without the written consent of the Purchaser. For the purposes of this restrictive covenant the height of any building set back 2.0 metres from the western boundary shall not exceed 3.5 metres. Where the height of any such building does exceed 3.5 metres, the building is to be set back

2.0 metres from the said western boundary plus an additional 0.6 metres set back for each 1.0 metre increase in height over 3.5 metres

4. REGISTRATION OF PLAN OF SUBDIVISION

With the exception of the rights and obligations of each party that are intended to take effect from the date of sale, this Contract is subject to and conditional upon the registration by Land Victoria of PS513889L ("the plan") and;

- (a) VicUrban advises and the Purchaser acknowledges that the Land is sold prior to registration by the Land Titles Office of the plan attached to the Vendor's Statement under Section 32 of the *Sale of Land Act 1962*.
- (b) VicUrban undertakes to diligently procure completion of the subdivision and construction works (if any) and registration of the plan under Part 4 of the *Subdivision Act 1988* as soon as is practicable after the date of sale and will use best endeavours to achieve practical completion of engineering and construction works by the end of September 2005
- (c) The Purchaser acknowledges that engineering and construction works and subsequent registration of the plan can be delayed by weather conditions and other factors outside the control of VicUrban and that these factors must be taken into account if the Purchaser enters into a building contract involving the Land.
- (d) The Purchaser, subject to VicUrban complying with its obligations under 4.4(b), acknowledges that VicUrban is not responsible for any increased building costs due to delays in the Plan being registered.
- (e) VicUrban will grant the Purchaser a licence in the form attached to this Contract.

5. GST

The Total Price of the Land as set out in the Schedule of Sale includes the tax which came into effect on 1 July 2000 in accordance with the *A New Tax Systems (Goods and Services Tax) Act 1999* (as amended). VicUrban will hand over a tax invoice to purchasers who purchase land subject to the full GST provisions at settlement of this transaction.

6. RIGHT OF NOMINATION

There is no right to nominate under this Contract.

7. CHANGES TO NATURAL SURFACE LEVEL OF LAND

VicUrban advises and the Purchaser acknowledges that the plans attached to this Contract and marked "Engineering Lot Plan" are engineering design face plans indicating the proposed services reticulation location and change of levels for the Land and surrounding lands. With regard to the change of levels, the plans indicate the level of Australian Height Datum of:

- (a) the natural surface level of each title corner of the Land;
- (b) the proposed final design level at each title corner of the Land (subject to confirmation and agreement being reached with the Purchaser as to its requirements for the site levels for its purposes);
- (c) the proposed final level at the back of the footpath in the road reservation immediately adjoining the Land. Where no footpath is to be constructed in front of

the Land, the plans indicate the proposed final design level of the road reservation immediately adjacent to the Land; and

- (d) any proposed changes to the natural surface of any other abutting land in the same subdivision (apart from the road frontage) which may affect the use or enjoyment of the Land.

Please note: This land has been provided with an inlet point at such location and level as to enable the whole of the land to be drained into the estate underground stormwater drainage system.

VicUrban will not accept any liability for any changes to land surface levels occasioned during building or landscaping or any other works which may render any part of the land incapable of draining to the inlet point provided.

8. STORMWATER PITS AND SEWER MANHOLES

- (a) VicUrban advises and the Purchaser acknowledges that VicUrban must provide connection points to stormwater, drainage and sewerage systems to service the Land and that there may be stormwater pits, drains and sewer manholes or inspection shafts ("Drainage Systems") within or upon the Land the covers of which have been fixed to levels required by drainage and sewerage authorities.
- (b) Subject to the Purchaser being given a plan which identifies the location of the Drainage Systems, the Purchaser agrees not to alter the level of the surface of the Land within three metres of any Drainage Systems and, if the surface levels of other parts of the Land are altered, that such alteration must not cause or be likely to cause pooling of surface drainage at or about the covers.
- (c) The Purchaser further agrees that if such alteration to levels has been made by the Purchaser or by any person on behalf of the Purchaser, and such alteration causes the relevant authorities to require VicUrban to adjust the levels of the Drainage Systems the Purchaser must reimburse VicUrban for the cost of such adjustment.
- (d) The Purchaser must indemnify and keep indemnified VicUrban against any loss, damage, costs and expenses which VicUrban incurs because of any failure by the Purchaser to comply with this Condition.

9. FILLING

- (a) VicUrban advises and the Purchaser acknowledges the Land has been or is to be filled or regraded generally in accordance with the attached Engineering Lot Plan and in accordance with all authorities (See Schedule 3).
- (b) VicUrban makes no representation as to the precise nature and extent of the filling or regrading and the Purchaser must not make any requisition or claim any compensation from VicUrban because the Land has been filled or regraded, or because the precise nature and extent of the filling or regrading is not substantially in accordance with that disclosed by the Plan.
- (c) The Engineering Lot Plan Sheet 2 annexed discloses the general extent of the knowledge of VicUrban in respect to the previous occupation of the site by the Commonwealth of Australia.

<p>6. Does any person other than VicUrban:</p> <p>(a) have or claim the right to remove any structures or fixtures from the property; or</p> <p>(b) have or claim any rights in respect of any chattels included in the Contract of Sale?</p>	<p>This is vacant land.</p> <p>This is vacant land.</p>
<p>7. Has any permit affecting the property been issued under the <i>Planning and Environment Act 1987</i> or any earlier planning legislation? If so, particulars must be supplied.</p>	<p>Refer to Section 32 Statement, otherwise not to VicUrban's knowledge.</p>
<p>8. Has any fencing or other notice, or any order or determination, relating to the property been issued under an Act, regulation, local law or by-law? If so, particulars must be supplied and, if required by the Purchaser, it must be disposed or complied with at VicUrban's expense before settlement.</p>	<p>Not to the knowledge of VicUrban.</p>
<p>9. Is the property subject to flooding or is there any filling or latent defect affecting the property? If so, particulars must be supplied.</p>	<p>See Special Condition 9 of the Contract of Sale.</p>
<p>10. Is VicUrban under any legal disability which may affect VicUrban's capacity to deal with the property? If so, particulars must be supplied.</p>	<p>No.</p>
<p>11. A Statutory Declaration as required by the Comptroller of Stamps must be supplied at settlement.</p>	<p>This will be done.</p>

VicUrban will provide to the Purchaser or his Solicitor any further information which becomes available after the registration of the Plan of Subdivision and which is currently unknown.

Condition 1 of Table A shall not apply to this Contract.

13. IDENTITY AND MEASUREMENTS

- (a) The Purchaser admits that the Land as offered for sale and shown as the lot described in the particulars of sale on PS 513889L is identical with that described in the title particulars given. As the Purchaser has not had the opportunity to physically examine the Land as at the date of this Contract of Sale he will be entitled to do so upon execution of this Contract.
- (b) The Purchaser must not make any requisition or claim any compensation for any misdescription of the Land or deficiency in its area or measurements or call upon VicUrban to amend title or to bear all or any part of the cost of doing so.
- (c) General Condition 3 in Table A of the Seventh Schedule of the *Transfer of Land Act 1958* does not apply to this Contract.

14. INTEREST RATE ON DEFAULT

Should the Purchaser make a default in payment of the Sale Price or any part, interest at the rate of 15 per cent per annum must be paid in lieu of the rate specified in Condition 4 of the Seventh Schedule of Table A of *Transfer of Land Act 1958* and such interest shall be computed on the unpaid balance from the due date of such payment under this Contract and the Purchaser must pay the interest to VicUrban upon demand without the necessity for any notice in writing under Condition 6 of Table A or otherwise.

15. DELIVERY OF TRANSFER

- (a) The Purchaser must deliver to VicUrban the Instrument of Transfer referred to in General Condition 12 in Table A of the Seventh Schedule of the *Transfer of Land Act 1958* not less than 14 days prior to the Settlement Date.
- (b) Should the Purchaser fail to deliver the Transfer to VicUrban in accordance with paragraph 15(a):
 - (i) VicUrban will not be obliged to complete this Contract until the expiration of 14 days from the date of delivery to VicUrban of the Transfer;
 - (ii) the Purchaser will be deemed to have made default in the payment of the balance of the Sale Price for the number of days that occur between the date being 14 days prior to the date fixed for payment of the balance of the Sale Price and the actual date of delivery of the Transfer to VicUrban; and
 - (iii) penalty interest in accordance with Condition 14 of this Contract will apply to the balance and be deemed to have been demanded by VicUrban from the Purchaser and shall be payable by the Purchaser to VicUrban for the period of default referred to in the preceding sub-clause, in addition to, and not by way of substitution for, any other remedies VicUrban may have against the Purchaser under this Contract.

16. NOTICES AND DEMANDS

- (a) Any notice, demand or other document required by one party on or to the other to be made or given under these Conditions shall be sufficiently given, made or delivered if made, given or delivered personally to the other party or the solicitor for that party or if posted by prepaid ordinary post to the address of the other party referred to in the Contract or to the solicitor for the other party.
- (b) A notice, demand or other document served by post is deemed to have been served on the next business day after posting, unless proved otherwise.

17. MERGER

- (a) It is acknowledged by the parties that the agreements, obligations and covenants referred to in this Contract in so far as they have not been fulfilled by the Settlement Date shall remain in force and effect and be binding upon the parties despite completion of the sale.
- (b) There will not be a merger occasioned by the execution of a transfer and the giving and taking of title to the Land, despite any other matter or thing or any rule of law to the contrary.

18. AGREEMENT AS TO REPRESENTATIONS

- (a) This Contract sets out all of the terms and conditions of the sale and any promise, condition, representation or warranty relating to or leading up to this transaction which is not set out or expressly referred to in the Contract and which may have been made by VicUrban, or by any person on behalf of VicUrban, including VicUrban's agent, is expressly negated and withdrawn – save and except the provisions of the Relocation Agreement and Licence made between the parties both dated on or about the date of this Contract.
- (b) Subject to clause 19(a), the Purchaser acknowledges that there is no other contract, agreement or collateral warranty subsisting at the time of signing this Contract which relates to the Land. This condition shall endure for the benefit of VicUrban, VicUrban's agent and their respective servants, agents, officers and employees.

19. ACKNOWLEDGMENTS

The Purchaser acknowledges that prior to the payment of any part of the deposit or the execution of this Contract the Purchaser received from VicUrban or its agent:

- (a) VicUrban's Statement under Section 32 of the *Sale of Land Act 1962* signed by VicUrban; and
- (b) a copy of this Contract.

20. ENCUMBRANCES

The Purchaser acknowledges having bought the Land subject to:

- (a) the easements, covenants or similar restrictions disclosed in VicUrban's Statement under Section 32 of the *Sale of Land Act 1962*; and
- (b) any Act, order, regulation, by law and local law, restriction or condition imposed upon the Land by or with VicUrban of any government, governmental or semi-governmental or judicial entity or authority including without limitation any applicable planning instrument or scheme or any other instrument, scheme or ordinance.

21. RELEVANT LEGISLATION

- (a) Unless otherwise provided in this Contract, the General Conditions of Table A of the Seventh Schedule of the *Transfer of Land Act 1958* apply to this sale.
- (b) To the extent of any inconsistency, the conditions of this Contract prevail over the General Conditions of Table A.

22. FOREIGN ACQUISITIONS AND TAKEOVERS ACT 1975 (C'TH)

VicUrban and the Purchaser agree that if the Purchaser is a foreign interest under the *Foreign Acquisitions and Takeovers Act 1975 (C'th)* the Purchaser will ensure that construction on the Land commences within 12 months from the date of this Contract.

23. LOSS OR DAMAGE TO LAND PRIOR TO SETTLEMENT

- (a) Until settlement VicUrban must accept the risk of any loss or damage to, or arising from, the Land.

- (b) At settlement VicUrban must deliver the Land to the Purchaser in accordance with Plan marked "A" attached.

24. DEFINITIONS AND INTERPRETATION

- (a) In this Contract, unless inconsistent with the context or subject matter:

"business day" means any day except:

- (i) a Saturday or Sunday; or
- (ii) any other day the whole or part of which is observed as a public holiday throughout Victoria

"Purchaser" includes that person's executors, administrators and permitted assigns.

- (b) In the interpretation of this Contract:

- (i) words importing persons shall include corporations, words importing the singular or plural shall include the plural and singular number respectively, and words importing one gender shall include each other gender as the case may require;
- (ii) references to legislation shall include any legislation amending, consolidating or replacing the legislation;
- (iii) clause headings shall not affect the construction of this Contract;
- (iv) references to clauses are, unless the context or subject matter suggests otherwise, references to clauses of this Contract;
- (v) the schedules and attachments referred to in this Contract form part of the Contract.

SCHEDULE 1

Planning Permit

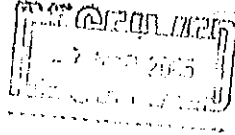
Development Plans and Specifications



BRIMBANK
CITY COUNCIL

Contact: Tony James
Phone: 0249 4043
Fax: 0249 4600
File No: P336/2004

3 March 2005



Brimbank City Council
PO Box 70
Sunshine Victoria 3090
A/c No: 0930315
Telephone: 0249 4043
Facsimile: 0249 4600
TTY: 0249 4600

Email:
kristen.gilbert@brimbank.vic.gov.au
Internet:
www.brimbank.vic.gov.au
3901 35 915 117 418

THE VICTORIAN CROQUET ASSOCIATION INC.
CA CONTOUR CONSULTANTS
PO BOX 1040
CARLTON VIC 3053

Dear Sir/Madam

PLANNING PERMIT NUMBER: P336/2004
PROPOSAL: USE & DEVELOPMENT OF THE LAND FOR A RESTRICTED
RECREATION FACILITY (VICTORIAN CROQUET CENTRE) WITH ANCILLARY CLUB
HOUSE & CAR PARKING & THE REMOVAL OF NATIVE VEGETATION
LAND AT: 93A FURLONG RD CAIRNLEA

Council has discovered a clerical error that was made in Condition 1(b) of Planning Permit
No. P336/2004 and therefore has corrected this error pursuant to Section 71(1) of the
Planning and Environment Act 1987.

Please find enclosed the corrected planning permit, which supersedes the original
planning permit issued.

If you have any further enquiries in relation to this matter please do not hesitate to contact
Tony James on 0249 4048.

Yours faithfully

KRISTEN GILBERT
COORDINATOR
STATUTORY PLANNING



Statutory Planning Department
PO Box 108
KEILOR VIC 3036

COPY TO: APPLICANT
FILE
VALUATIONS
PROPERTY FILE



BRIMBANK CITY COUNCIL

Page 1 of 4

PLANNING PERMIT (CORRECTED)

Permit No. **P336/2004**
Planning Scheme **Brimbank Planning Scheme**
Responsible Authority **Brimbank City Council**

ADDRESS OF THE LAND:

LOT: AL. PLN: 437312, 93A FURLONG RD CAIRNLEA 3023

THE PERMIT ALLOWS:

USE AND DEVELOPMENT OF THE LAND FOR A RESTRICTED RECREATION FACILITY (VICTORIAN CROQUET CENTRE) WITH ANCILLARY CLUB HOUSE AND CAR PARKING AND THE REMOVAL OF NATIVE VEGETATION IN ACCORDANCE WITH THE ENDORSED PLANS

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Amended/Endorsed Plans

- (1) Before the use and/or development start(s), amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must be generally in accordance with the plans submitted with the application (received by Council on 16 August, 2004 and 20 August 2004) but modified to show:
 - (a) A reduction in the height of the chain mesh fence along the eastern, western and southern boundaries of the properties from 4.0 metres to 3.0 metres above the natural ground level.
 - (b) The fence along the northern boundary to be set back by 1.0 metre, with a 1.0 metre landscape strip provided between the fence and the footpath.
 - (c) A pedestrian gate providing access from the overflow car parking into the site.
 - (d) A landscape plan prepared by a landscape architect or a suitably qualified or experienced person, in accordance with Condition 3.
- (2) The use and/or development as shown on the endorsed plans must not be altered without the written consent of the Responsible Authority.

Landscaping

- (3) A landscape plan to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plan will be endorsed and will then form part of the permit. The plan must be drawn to scale with dimensions and three copies must be provided. The

DATE ISSUED: 28 FEB 2005

SIGNATURE FOR THE
RESPONSIBLE AUTHORITY:

Planning & Environment Regulations 1998 Form 4

Coordinator Statutory Planning

landscaping plan must be generally in accordance with the landscape concept plan dated 17 June 2004 prepared by Coomes Consulting. The plan must show:

- (a) details of surface finishes of pathways and driveways;
- (b) relocation of the fence along the eastern boundary and the associated landscape strip between the fence and the footpath;
- (c) a planting schedule of all proposed trees, shrubs and ground covers, including botanical names, common names, pot sizes, sizes at maturity, and quantities of each plant.

All species selected must be to the satisfaction of the Responsible Authority.


- (4) Before the use/occupation of the development starts or by such later date as is approved by the Responsible Authority in writing, the landscaping works shown on the endorsed plans must be carried out and completed to the satisfaction of the Responsible Authority.
- (5) The landscaping shown on the endorsed plans must be maintained to the satisfaction of the Responsible Authority, including that any dead, diseased or damaged plants are to be replaced.
- (6) A cash bond for \$2,000, plus a non refundable 5% service charge (total amount = \$2,100) shall be lodged with the Responsible Authority prior to the collection of endorsed plans to ensure the completion and establishment of landscaped areas. This cash bond will only be refunded after a 13 week establishment period beginning when the Responsible Authority is satisfied with the completed landscaping works, provided that the landscape is being maintained to the satisfaction of the Responsible Authority.

Amenity

- (7) The use and development must be managed so that the amenity of the area is not detrimentally affected, through the:
 - (a) transport of materials, goods or commodities to or from the land
 - (b) appearance of any building, works or materials
 - (c) emission of noise, artificial light, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit or oil
 - (d) presence of vermin
 - (e) in any other way.
- (8) The use may operate between the hours of:
 - Monday – Saturday, 7.00 am- 12.00 midnight.
 - Sunday and public holidays 8.00 am- 10.30 pm.
 - Lights are to be turned off by 11.00 pm on any day.
- (9) External lighting must be designed, baffled and located so as to prevent any adverse effect on adjoining land to the satisfaction of the Responsible Authority.

DATE ISSUED: 28 FEB 2005

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RESPONSIBLE AUTHORITY:



Planning & Environment Regulations 1998 Form 4

Coordinator Statutory Planning

General

- (10) During the construction phase of the development, the following conditions shall be met:
- (a) Only clean rainwater shall be discharged to the stormwater drainage system;
 - (b) Stormwater drainage system protection measures shall be installed as required to ensure that no solid waste, sediment, sand, soil, clay or stones from the premises, enters the stormwater drainage system;
 - (c) Vehicle borne materials shall not accumulate on the roads abutting the site;
 - (d) All machinery and equipment must be cleaned (if required) on site and not on adjacent footpaths or roads;
 - (e) All litter (including items such as cement bags, food packaging and plastic stripping) must be disposed of responsibly.

Car Parking

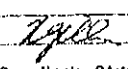
- (11) Before the use or occupation of the development starts, the area(s) set aside for the parking of vehicles and access lanes as shown on the endorsed plans must be:
- (a) constructed;
 - (b) properly formed to such levels that they can be used in accordance with the plans;
 - (c) surfaced with an all-weather-foot coat;
 - (d) line marked to indicate each car space and all access lanes and
 - (e) clearly marked to show the direction of traffic along access lanes and driveways, all to the satisfaction of the Responsible Authority.

Car spaces, access lanes and driveways must be kept available for these purposes at all times.

- (12) Protective kerbs (of a minimum height of 150mm) must be provided to the satisfaction of the Responsible Authority to prevent damage to fences or landscaped areas.
- (13) Vehicular crossing(s) must be constructed to the road to suit the proposed driveway(s) to the satisfaction of the Responsible Authority and an existing crossing or crossing opening must be removed and replaced with footpath, nature strip, and kerb and channel to the satisfaction of the responsible authority.
- (14) No fewer than 60 car space(s) must be provided on the land for the use and development including 2 spaces clearly marked for use by disabled persons.

Engineering

- (15) The entire development site must be connected to the existing underground drainage and sewerage systems to the satisfaction of the Responsible Authority.

DATE ISSUED: 28 FEB 2005 SIGNATURE FOR THE RESPONSIBLE AUTHORITY: 
Planning & Environment Regulations 1998 Form 4 Coordinator Statutory Planning

Time Limit

(16) This permit will expire if one of the following circumstances applies:

- (a) the development and use is/are not started within two years of the date of this permit,
- (b) the development is not completed within four years of the date of this permit.

The Responsible Authority may extend the periods referred to if a request is made in writing before the permit expires, or within three months afterwards.

Notes

The building must comply with the requirements of the Building Regulations 1984, and a Building Approval is required before any works are commenced.

The premises must comply with the Health Act 1950, as amended and the associated Council Local and By-Laws. Council's Health Department should be contacted regarding these requirements.

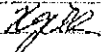
Planning approval is required for some advertising signs. Advertisement includes any word, letter, image, device or representation as well as bunting, streamers, flags, windvanes or the like. The Responsible Authority should be consulted prior to the erection of any sign or advertisement.

This permit was corrected on the 3 March, 2005 under Section 71(1) of the Planning and Environment Act 1907 as follows:

Condition 1(b) corrected to refer to the fence along the northern boundary, not the eastern boundary.

DATE ISSUED: 28 FEB 2006

SIGNATURE FOR THE
RESPONSIBLE AUTHORITY:



Planning & Environment Regulations 1998 Form 4

Coordinator Statutory Planning

IMPORTANT INFORMATION ABOUT THIS NOTICE

WHAT HAS BEEN DECIDED?

The Responsible Authority has issued a permit:

WHEN DOES A PERMIT BEGIN?

1. A permit operates:
 - > from the date specified in the permit; or
 - > if no date is specified, from:
 - (i) the date of the decision of the Victorian Civil Administrative Tribunal, if the permit was issued at the direction of the Tribunal; or
 - (ii) the date on which it was issued, in any other case.

WHEN DOES A PERMIT EXPIRE?

2. A permit for the development of land expires if:
 - > the development or any stage of it does not start within the time specified in the permit; or
 - > the development requires the certification of a plan of subdivision or consolidation under the Subdivision Act 1988 and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
 - > the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within 5 years of the certification of the plan of subdivision or consolidation under the Subdivision Act 1988.
3. A permit for the use of land expires if:
 - > the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
 - > the use is discontinued for a period of two years.
4. A permit for the development and use of land expires if:
 - > the development or any stage of it does not start within the time specified in the permit; or
 - > the development or any stage of it is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit; or
 - > the use does not start within the time specified in the permit, or, if no time is specified, within two years after the completion of the development; or
 - > the use is discontinued for a period of two years.
5. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 84(2) of the Planning and Environment Act 1987, or to any combination of use, development or any of those circumstances requires the certification of a plan under the Subdivision Act 1988, unless the permit contains a different provision:
 - > the use or development of any stage is to be taken to have started when the plan is certified; and
 - > the permit expires if the plan is not certified within two years of the issue of the permit.
6. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHAT ABOUT APPEALS?

- > The person who applied for the permit may appeal against any condition in the permit unless it was granted at the direction of the Victorian Civil Administrative Tribunal, in which case no right of appeal exists.
- > An appeal must be lodged within 60 days after the permit was issued, unless a Notice of Decision to grant a permit has been issued previously, in which case the appeal must be lodged within 60 days after the giving of that notice.
- > An appeal is lodged with the Victorian Civil Administrative Tribunal.
- > An appeal must be made on a Notice of Appeal form which can be obtained from the Victorian Civil Administrative Tribunal, and be accompanied by the applicable fee.
- > An appeal must state the grounds upon which it is based.
- > An appeal must also be served on the Responsible Authority.
- > Details about appeals and the fees payable can be obtained from the Victorian Civil Administrative Tribunal.
- > The address of the Victorian Civil Administrative Tribunal is 55 Kings Street, Melbourne 3000. The telephone number is (03) 9028 9777.

Planning & Environment Regulations 1988 (Part 4.0)

SITE LEGEND

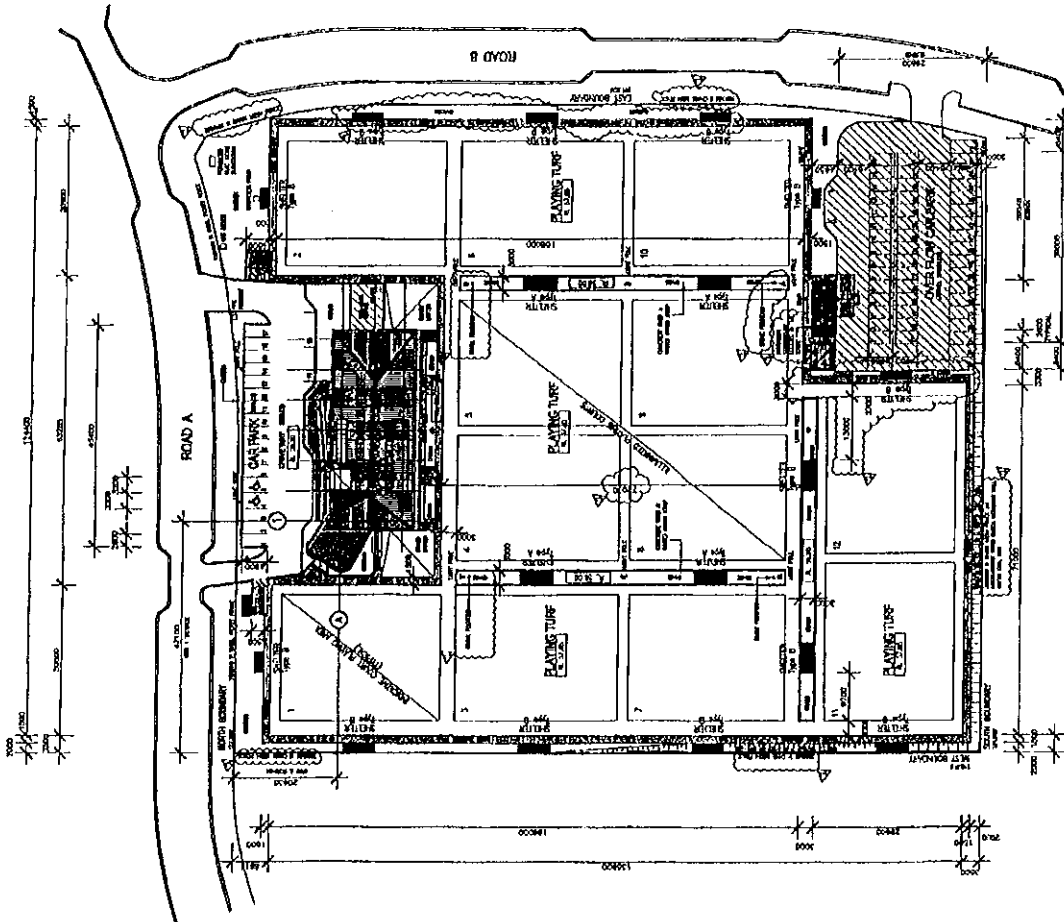
	CONCRETE PAVING
	GRAVEL
	LIGHT POLE
	RETAINING WALL
	FENCE
	SITED ASSET FORCE

POST TENDER

Plan 2 22.10.04 Post Tender Adjustments

DATE	22.10.04
PROJECT	VICTORIAN GOLF CLUB ASSOCIATION NEW CLUB FACILITIES
CLIENT	CORNELL ESTATE
TITLE	SITE PLAN
SCALE	1:1000
DATE	22.10.04
BY	[Signature]
CHECKED BY	[Signature]

HAYB
 ALD
 NEST
 SITE



GENERAL NOTES

CONCRETE CURB - THE GRID WALL IS SHOWN IN CROSS SECTION TO INDICATE THE WALL IS TO BE CONCRETE ON TOP OF CURB.

THE WALL IS TO BE CONCRETE ON TOP OF CURB. THE WALL IS TO BE CONCRETE ON TOP OF CURB. THE WALL IS TO BE CONCRETE ON TOP OF CURB.

WALL STRUCTURE LEGEND

- 1. 12" THICK CONCRETE BLOCK WITH 2" REINFORCING STEEL.
- 2. 12" THICK CONCRETE BLOCK WITH 2" REINFORCING STEEL.
- 3. 12" THICK CONCRETE BLOCK WITH 2" REINFORCING STEEL.
- 4. 12" THICK CONCRETE BLOCK WITH 2" REINFORCING STEEL.
- 5. 12" THICK CONCRETE BLOCK WITH 2" REINFORCING STEEL.
- 6. 12" THICK CONCRETE BLOCK WITH 2" REINFORCING STEEL.
- 7. 12" THICK CONCRETE BLOCK WITH 2" REINFORCING STEEL.
- 8. 12" THICK CONCRETE BLOCK WITH 2" REINFORCING STEEL.
- 9. 12" THICK CONCRETE BLOCK WITH 2" REINFORCING STEEL.
- 10. 12" THICK CONCRETE BLOCK WITH 2" REINFORCING STEEL.

WALL LINING LEGEND - INTERNAL

- 1. 1/2" CONCRETE BLOCK WITH 2" REINFORCING STEEL.
- 2. 1/2" CONCRETE BLOCK WITH 2" REINFORCING STEEL.
- 3. 1/2" CONCRETE BLOCK WITH 2" REINFORCING STEEL.
- 4. 1/2" CONCRETE BLOCK WITH 2" REINFORCING STEEL.
- 5. 1/2" CONCRETE BLOCK WITH 2" REINFORCING STEEL.
- 6. 1/2" CONCRETE BLOCK WITH 2" REINFORCING STEEL.
- 7. 1/2" CONCRETE BLOCK WITH 2" REINFORCING STEEL.
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- 9. 1/2" CONCRETE BLOCK WITH 2" REINFORCING STEEL.
- 10. 1/2" CONCRETE BLOCK WITH 2" REINFORCING STEEL.

WALL CLADDING LEGEND - EXTERNAL

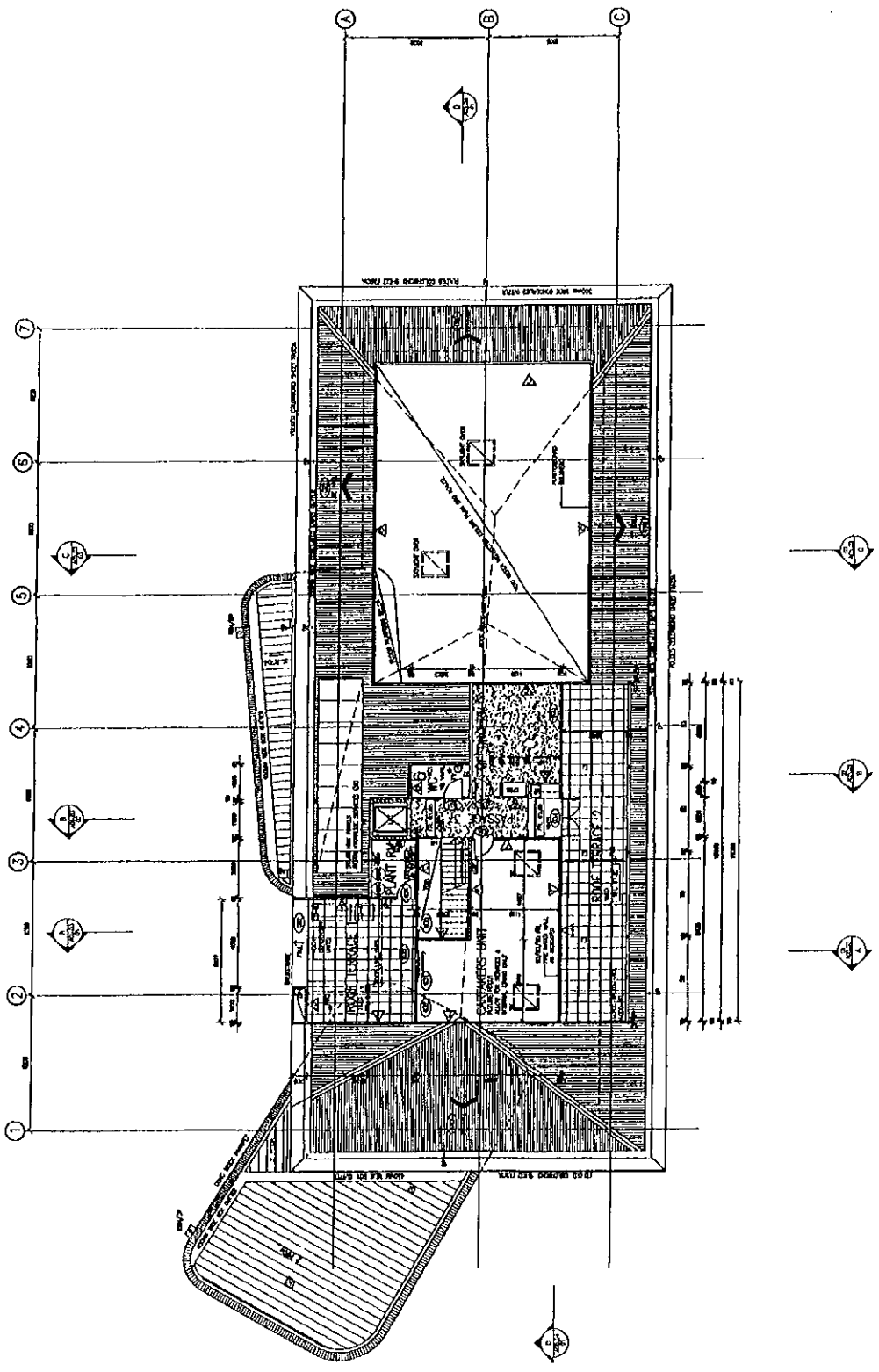
- 1. 1/2" CONCRETE BLOCK WITH 2" REINFORCING STEEL.
- 2. 1/2" CONCRETE BLOCK WITH 2" REINFORCING STEEL.
- 3. 1/2" CONCRETE BLOCK WITH 2" REINFORCING STEEL.
- 4. 1/2" CONCRETE BLOCK WITH 2" REINFORCING STEEL.
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- 9. 1/2" CONCRETE BLOCK WITH 2" REINFORCING STEEL.
- 10. 1/2" CONCRETE BLOCK WITH 2" REINFORCING STEEL.

FLOOR FINISHES LEGEND

- 1. 1/2" CONCRETE BLOCK WITH 2" REINFORCING STEEL.
- 2. 1/2" CONCRETE BLOCK WITH 2" REINFORCING STEEL.
- 3. 1/2" CONCRETE BLOCK WITH 2" REINFORCING STEEL.
- 4. 1/2" CONCRETE BLOCK WITH 2" REINFORCING STEEL.
- 5. 1/2" CONCRETE BLOCK WITH 2" REINFORCING STEEL.
- 6. 1/2" CONCRETE BLOCK WITH 2" REINFORCING STEEL.
- 7. 1/2" CONCRETE BLOCK WITH 2" REINFORCING STEEL.
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- 9. 1/2" CONCRETE BLOCK WITH 2" REINFORCING STEEL.
- 10. 1/2" CONCRETE BLOCK WITH 2" REINFORCING STEEL.

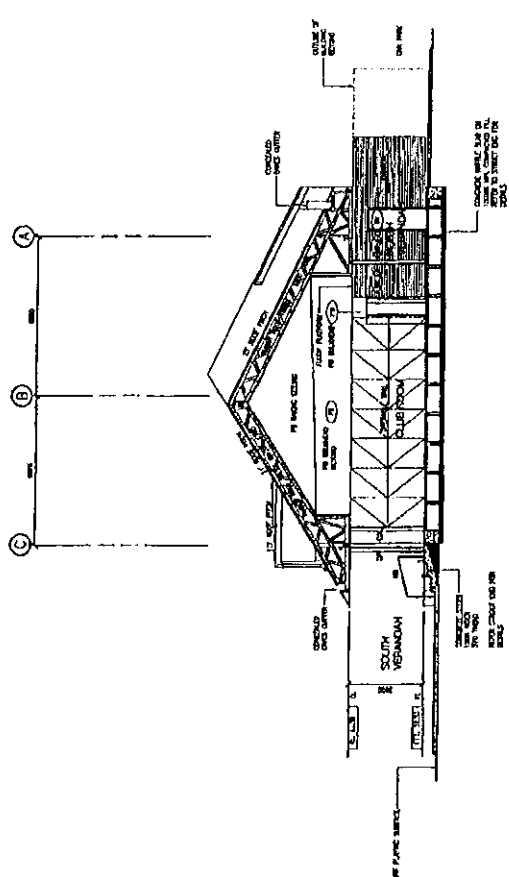
TENDER ISSUE

DATE	ISSUE
1/1/2024	1
2/1/2024	2
3/1/2024	3
4/1/2024	4
5/1/2024	5
6/1/2024	6
7/1/2024	7
8/1/2024	8
9/1/2024	9
10/1/2024	10
11/1/2024	11
12/1/2024	12

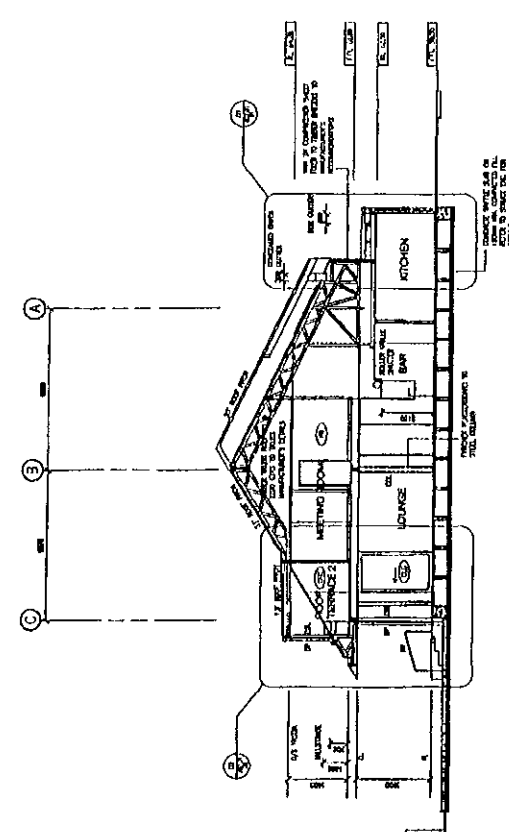


**CLUBHOUSE FACILITY
FIRST FLOOR PLAN**

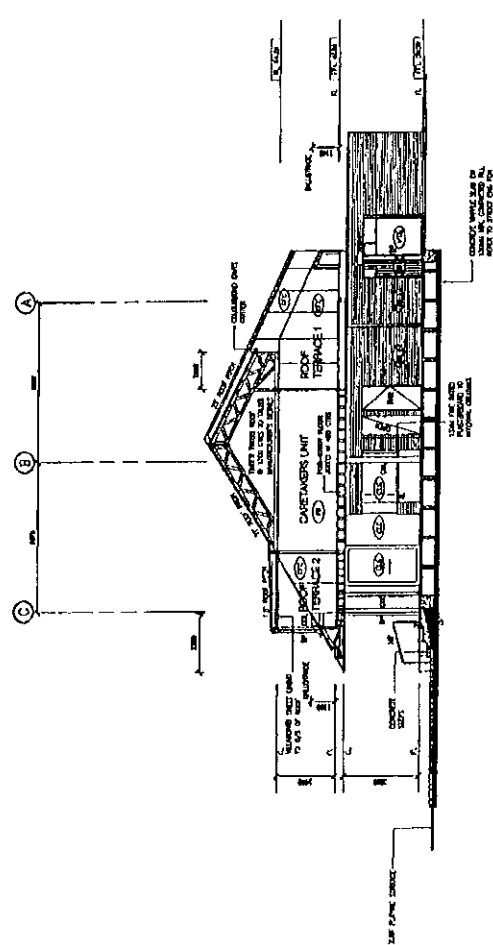
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SECTION A-A
EXTERNAL



SECTION B-B
EXTERNAL



SECTION C-C
EXTERNAL

GENERAL NOTES
 1. ALL WORK SHALL BE SUBJECT TO THE APPROVAL OF THE ARCHITECT.
 2. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS AND DRAWINGS.
 3. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LOCAL BUILDING CODES.
 4. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE NATIONAL BUILDING CODES.
 5. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE INTERNATIONAL BUILDING CODES.

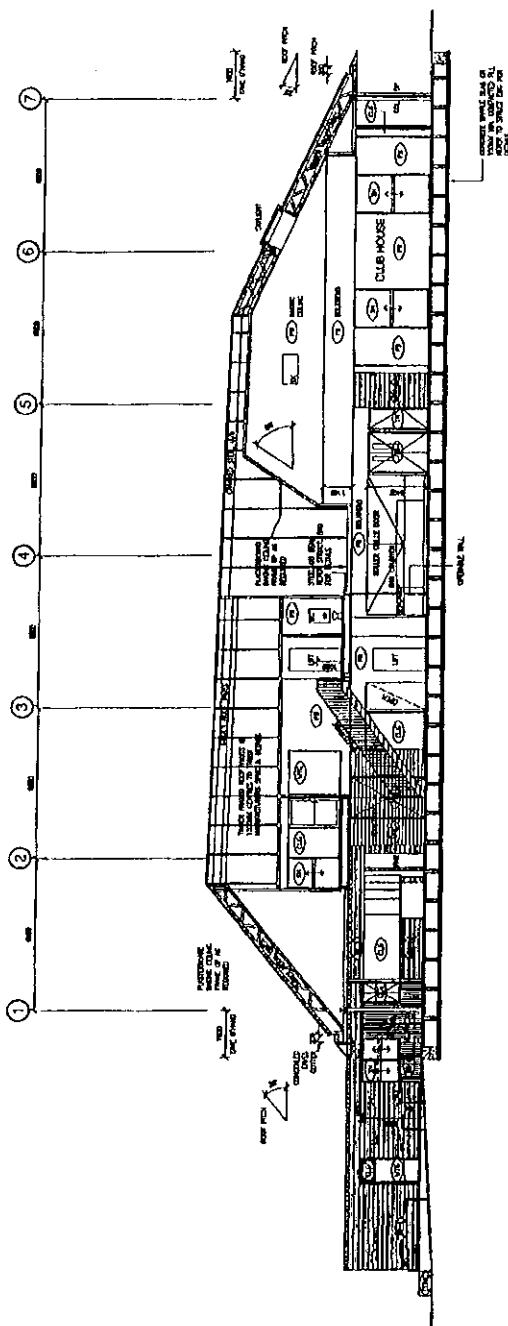
FINISHES LEGEND

- 1. FULLY FINISH NUMBER ONE WITH CLON BLAZE
- 2. SPONGE BRICK VENEER
- 3. COMBINED FC JECT
- 4. ONE COAT TYPE 1 INTERIOR PAINT THE BROWN TINTED
- 5. CHECKED WHILE JOB IN PROGRESS
- 6. WET TEMPLATED GLASS
- 7. OLEO CASE
- 8. TRUCK PAINT FINISH
- 9. GLOSSING JECT
- 10. PAINTED PLASTERWORK
- 11. TRUCK VULCANITE
- 12. TRUCK ROBERTS

FOR TENDER

NO.	DATE	REVISION
PROJECT		
VICTORIAN GOSWELL ASSOCIATION		
NEW CLUB FACILITIES		
CARLETON ESTATE		
SITE		
SECTION SHEET 1 OF 2		
Drawn by	DATE	SCALE
Checked by	DATE	SCALE
Drawn by	DATE	SCALE
Checked by	DATE	SCALE
Drawn by	DATE	SCALE
Checked by	DATE	SCALE

HAB
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- FINISHES LEGEND**
- (A) FULL FINISH ALUMINUM DOOR 8" x 4" CLEAR GLASS
 - (B) OPWALL SURFACE FINISH
 - (C) COMPRESSED T5 JOINT
 - (D) BRICKWORK TYPE 1 FINISHED SMOO WITH MOULD PER COURSE (see 10/10/10/10/10/10)
 - (E) BRICKWORK TYPE 2 SMOO COURSEWORK WITH MOULD PER COURSE (see 10/10/10/10/10/10)
 - (F) WHITE BRICKWORK COURSE
 - (G) CEAR GLASS
 - (H) COLUMBIAN JOINT
 - (I) PAINTED PLASTERBOARD
 - (J) PAINTED WET AND PLASTERBOARD
 - (K) FACE CONCRETE

FOR TENDER

PROJECT	VICTORIAN CRICKET ASSOCIATION
CLIENT	NEW CLUB FACILITIES
LOCATION	CARRLEA ESTATE
DATE	2007
SECTION	SHEET 2 OF 2
SCALE	1:100
DATE	2007
DESIGNER	HAZEL HAYES ARCHITECTS
DRAWN	HAZEL HAYES
CHECKED	HAZEL HAYES
DATE	2007

A SECTION D-D
External



Landscape Plan

SCHEDULE 2

SCHEDULE 3

Engineering Plans



VICURBAN CAIRNLEA ESTATE ENGINEERING LOT PLAN

LOT CV



LEGEND

- STORMWATER DRAIN & PIT
- SEWER MAIN
- LOT DIMENSION
- NATURAL SURFACE LEVEL (lot corner)
- FINISHED SURFACE LEVEL
- MINIMUM BUILDING FLOOR LEVEL
- GAS & WATER CONDUITS FOR POSSIBLE CONNECTION
- SLOPE OF LOT
- VEHICLE CROSSING
- BATTER - (1 in 3 max. slope)
- EXISTING TREES WITHIN LOTS TO BE RETAINED WHERE PRACTICALLY POSSIBLE
- EXTENT OF PREVIOUS EXCAVATION
- AUDIT AREA BOUNDARY
- AUDIT AREA REPORT AVAILABLE FROM THE VICURBAN.
- FILL IN EXCESS OF 200mm IN DEPTH (DEVELOPMENT ACTIVITIES)
- TREES TO BE REMOVED BY VENDOR
- EXISTING ELECTRICITY
- EXISTING TELSTRA
- EXISTING GAS
- EXISTING WATER
- PROPOSED ELECTRICITY
- PROPOSED TELSTRA
- PROPOSED GAS
- PROPOSED WATER
- EXISTING PUBLIC LIGHTING



POST DATE 28/05/2008 - 9:36
 FILE NAME: C:\STRAKER\33\PROJECT\11\11A\BANKS\REV.DWG
 PLOTTED BY: J. HARRIS
 PLOTTED DATE: 28/05/2008

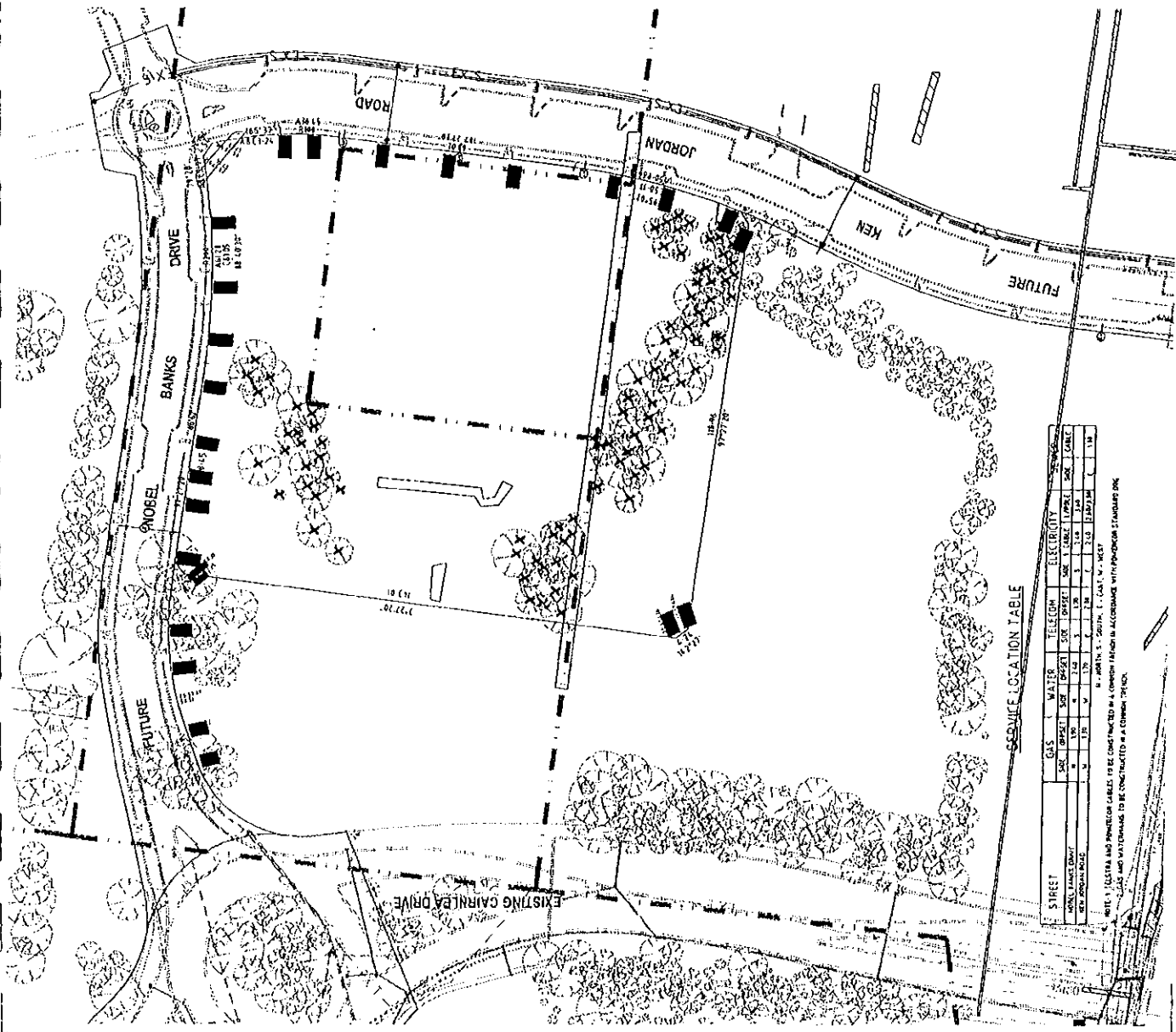


- 17.50
- 54.45
- F S 58.37
- F P 58.37
- MIN FLS 8.70
- EX59.87
- EX E
- EX T
- EX G
- EX W
- E
- G
- W

- Notes:**
1. Purchasers are obliged to ensure building design is suitable for allotment
 2. Details of service connection points are to be obtained from relevant authorities
 3. Purchaser to seek advice from Vendor or Vendor agent if clarification of 'Engineering Lot Plan' is required

WHILST ALL CARE HAS BEEN TAKEN IN THE PREPARATION OF THIS PLAN NO GUARANTEE CAN BE GIVEN THAT THE INFORMATION SHOWN IS FULLY REPRESENTATIVE OF THE ACTUAL EXTENT OF THE SERVICES THAT FORMERLY EXISTED AS THE PRIOR DEVELOPMENT OF THE SITE TOOK PLACE APPROXIMATELY 40 YEARS AGO AND THE PRECISE RECORDS ARE NO LONGER AVAILABLE. ALL WORKS TO BE CONSTRUCTED TO ENGINEERING DRAWINGS AND TO WITHIN TOLERANCES SPECIFIED AS APPROVED BY THE 'CITY OF BRIMBANK'.

Coomes Consulting Group Pty Ltd
 coomes@coomes.com.au coomes.com.au
 26 Albert Road PO Box 305 South Melbourne Victoria 3205 Australia
 T 61 3 9593 7898 F 61 3 9993 7999
 144 Welford Street PO Box 926 Shepparton Victoria 3632 Australia
 T 61 3 5831 4448 F 61 3 5831 4449



SERVICE LOCATION TABLE

STREET	GAS		WATER		TELECOM		ELECTRICITY	
	SIZE	DEPTH	SIZE	DEPTH	SIZE	DEPTH	SIZE	DEPTH
AVONDALE DRIVE	150	1.20	150	1.20	150	1.20	150	1.20
NEW JORDAN ROAD	150	1.20	150	1.20	150	1.20	150	1.20

NOTE: 1. CABLES AND PNEUMATIC CABLES TO BE CONSTRUCTED IN ACCORDANCE WITH RELEVANT STANDARDS AND GAS AND WATERMANS TO BE CONSTRUCTED IN ACCORDANCE WITH RELEVANT STANDARDS AND

SCHEDULE 4

Environmental Audit

NOBEL BANKS DRIVE

STATEMENT

AA3b

DATE: 31/01/2001

LOT CV

STATEMENT

AA3a

DATE: 31/01/2001

ROAD

LOT CX

JORDAN

KEN

CERTIFICATE

AA5

DATE: 23/03/2000

Audit Areas within lot CV :	
AA3b	9000m ²
AA3a	6334m ²
AA5	4435m ²
Total	1.977ha

Audit Boundary

Cairnlea Estate - Croquet Centre Audit Plan

Client	Cairnlea Estate	Sheet	1 of 1
Reference No	9646P15	Date	15/02/2005
Drawing Status	Final	Revision	1
Map Reference	Melway 25 FS	Drawn	BMC
NORTH Co-ordinate Datum		10	0 10 20 30m
AMG		Scale 1: 1000 @ A3	

Notations

Disclaimers

Revision	Initials	Amendments	Date

We have visited the site and have taken the information provided to us into account. This plan is valid for the period of 12 months from the date of issue. The information is provided as a guide only. © Coomes Consulting Group Pty Ltd. Standard Drawing FS A3.L - Version 02.02.05

Coomes Consulting Group Pty Ltd
 24 Albert Road PO Box 305 South Melbourne VIC 3205 T 61 3 9593 7998 F 61 3 9593 7999
 144 Westford Street PO Box 928 Shepparton VIC 3632 T 61 3 5831 4448 F 61 3 5831 4449
 Engineering Surveying Urban Design Planning Landscape Architecture
 Sustainability and Environment Agribusiness Project Management

COOMES CONSULTING



ENVIRONMENT PROTECTION ACT 1970
SECTION 57AA
STATEMENT OF ENVIRONMENTAL AUDIT

I, Phillip Leigh Sinclair, of Coffey Partners International Pty Ltd, a person appointed by the Environment Protection Authority ("the Authority") under the Environment Protection Act 1970 ("The Act") as an environmental auditor for the purpose of the Act, having:

1. been requested by the Urban Land Corporation acting on behalf of Department of Defence, to issue a Certificate of Environmental Audit in relation to the site known as Audit Area 3a being part of the former Albion Explosives Factory site, Stallon Road, St Albans, defined in Figures 1 and 2 attached to this Certificate ("the site") owned by the Department of Defence.
2. had regard to, amongst other things,
 - (i) guidelines issued by the Authority for the purposes of Section 57AA of the Act;
 - (ii) the beneficial uses that may be made of the site; and
 - (iii) relevant State environment protection policies/industrial waste management policies, namely the State Environment Protection Policy (Waters of Victoria), the State Environment Protection Policy (Groundwaters of Victoria), and the Draft State Environment Protection Policy (Prevention and Management of Contamination of Land),

in making a total assessment of the nature and extent of any harm or detriment caused to, or the risk of any possible harm or detriment which may be caused to, any beneficial use made of the relevant segment at the site by any industrial processes or activity, waste or substance (including any chemical substance); and

3. completed an environmental audit report in accordance with Section 57AA(2) of the Act, a copy of which has been sent to the Authority.

HEREBY STATE that I am of the opinion that:

1. The site is suitable for the following beneficial uses subject to the conditions attached thereto:
 - Educational Facility Uses;
 - Public Open Space -- Public Park Uses;
 - Commercial Uses;
 - Industrial Uses;

as may be allowed under designated use zonings provided for by the Brimbank City Council Planning Scheme. The site is not considered suitable nor should it be used for ancillary activities which may involve more sensitive use such as the provision of residential accommodation or the production of garden produce for human consumption.



2. The condition of the site is detrimental or potentially detrimental to any (one or more) beneficial uses of the site. Accordingly, I have not issued a Certificate of Environmental Audit for the site in its current condition, reasons for which are presented in the environmental audit report and are summarised as follows:

- Residual contamination remaining on the site fails to conform to the site-specific acceptance criteria adopted for more sensitive uses than those nominated above.
- Concentrations of the explosive contaminant RDX (also known as cyclonite) are present at depths greater than 1.5m below the surface at concentrations exceeding acceptance criteria for surface soils at the site. The existing surface of Audit Area 3a is described by the survey coordinates and contour plan presented in Figure 2.

To manage the above issues, the Auditor requires that Audit Area 3a should not be allowed to be reduced below the survey levels presented in Figure 2 without review and provision of written approval by a Victorian EPA Appointed Environmental Auditor (Contaminated Land). Further, no excavation below the survey levels should be allowed to occur unless it is conducted in accordance with the Statement Condition Management Plan for Audit Area 3a attached to this Statement.

Accordingly the Auditor considers the site to be suitable for the uses identified above (i.e. Public Open Space, Educational Facilities and Commercial/Industrial providing the separation distance between the contamination at depth and the surface of the site is maintained. As such, this Statement of Environmental Audit is issued subject to the following conditions:

- The surface levels for Audit Area 3a shall be protected by maintenance of the upper surface elevations as shown in Figure 2 and by the requirements of the Statement Conditions Management Plan attached to this Statement of Environmental Audit.
- No excavation is to occur within Audit Area 3a unless in accordance with the Statement Conditions Management Plan for this area (refer Golder Document No. 99613825/005SCMP) attached to this Statement.

This Statement forms part of environmental audit report entitled "Statutory Environmental Audit, Audit Area 3, Former Albion Explosives Factory, Station Road, St Albans" (Colfey Partners International Pty Ltd, Report No. E3565/1-LB dated 31 January 2001. Further details regarding the condition of the site may be found in the environmental audit report.

DATED: 31 January 2001

SIGNED: P. Furlan

COPY 6 OF 6



ENVIRONMENT PROTECTION ACT 1970

SECTION 57AA

STATEMENT OF ENVIRONMENTAL AUDIT

I, Phillip Leigh Sinclair, of Coffey Partners International Pty Ltd, a person appointed by the Environment Protection Authority (the Authority) under the Environment Protection Act 1970 ("The Act") as an environmental auditor for the purpose of the Act, having:

1. been requested by the Urban Land Corporation acting on behalf of Department of Defence, to issue a Certificate of Environmental Audit in relation to the site known as Audit Area 3b being part of the former Alblon Explosives Factory site, Station Road, ST Albans, defined in Figures 1 and 2 attached to this Certificate ("the site") owned by the Department of Defence.
2. had regard to, amongst other things,
 - (i) guidelines issued by the Authority for the purposes of Section 57AA of the Act;
 - (ii) the beneficial uses that may be made of the site; and
 - (iii) relevant State environment protection policies/industrial waste management policies, namely the State Environment Protection Policy (Waters of Victoria), the State Environment Protection Policy (Groundwaters of Victoria), and the draft State Environmental Protection Policy (Prevention and Management of Contamination of Land),

in making a total assessment of the nature and extent of any harm or detriment caused to, or the risk of any possible harm or detriment which may be caused to, any beneficial use made of the relevant segment at the site by any industrial processes or activity, waste or substance (including any chemical substance); and

3. completed an environmental audit report in accordance with Section 57AA(2) of the Act, a copy of which has been sent to the Authority.

HEREBY STATE that I am of the opinion that:

1. The site is suitable for the following beneficial uses subject to the conditions attached thereto:
 - Educational Facility Uses;
 - Public Open Space – Public Park Uses;
 - Commercial Uses;
 - Industrial Uses;

as may be allowed under designated use zonings provided for by the Brimbank City Council Planning Scheme. The site is not considered suitable nor should it be used for ancillary activities which may involve more sensitive use such as the provision of residential accommodation or the production of garden produce for human consumption.



2. The condition of the site is detrimental or potentially detrimental to any (one or more) beneficial uses of the site. Accordingly I have not issued a Certificate of Environmental Audit for the site in its current condition, reasons for which are presented in the environmental audit report and are summarised as follows:

- Residual contamination remaining on the site falls to conform to the acceptance criteria adopted for more sensitive uses than those nominated above.

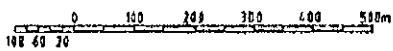
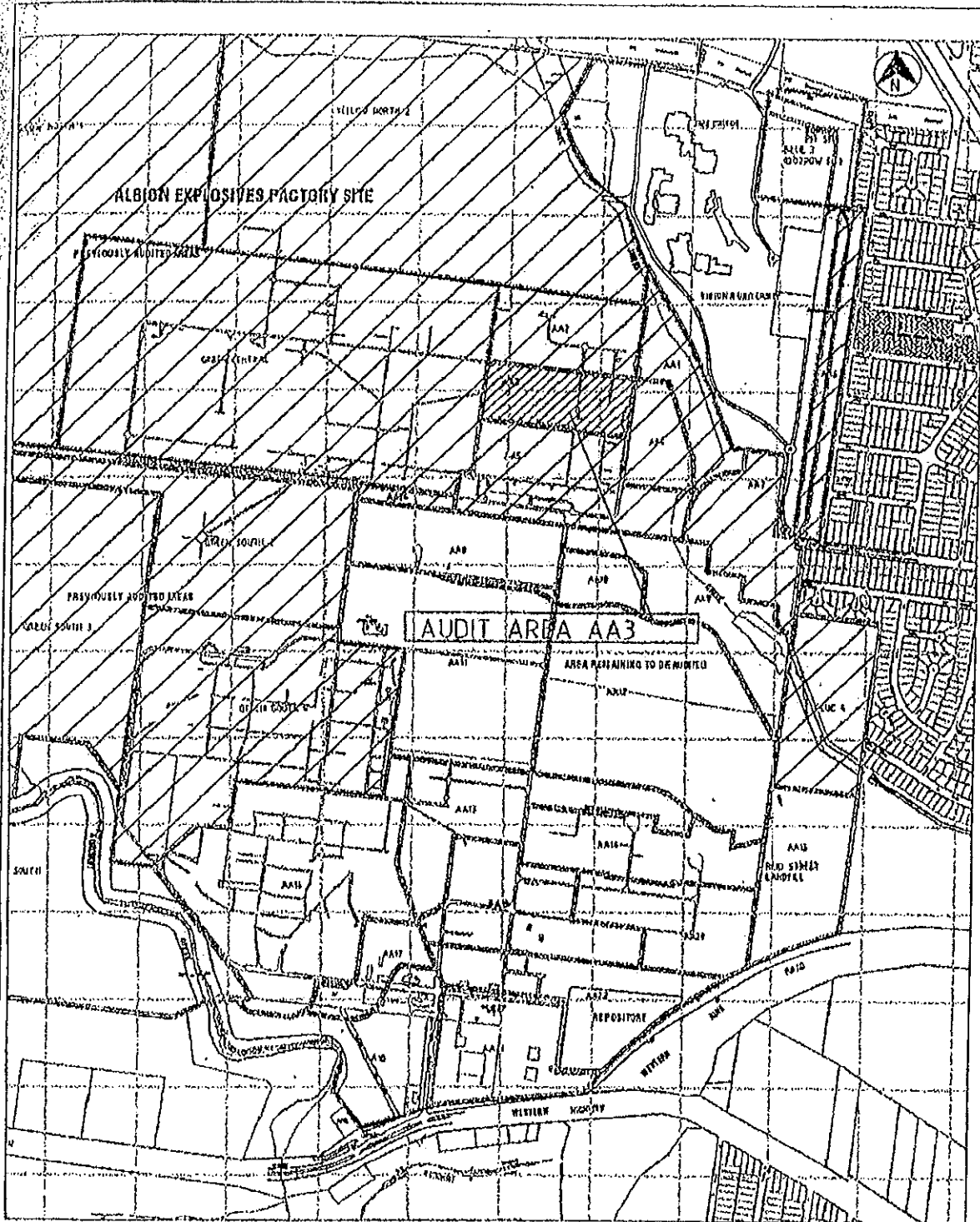
Accordingly the Auditor considers the site to be suitable for the uses identified above (i.e. Public Open Space, Educational Facilities and Commercial/Industrial).

This Statement forms part of environmental audit report entitled "Statutory Environmental Audit; Audit Area AA3, Former Alblon Explosives Factory, Station Road, St Albans" (Coffey Partners International Pty Ltd, Report No. E3565/1-LB dated 31 January 2001. Further details regarding the condition of the site may be found in the environmental audit report.

DATED: 31 January 2001

SIGNED: P. Luntan

COPY 6 OF 6



Coffey Partners International Pty Ltd				ACN 058 335 816 ADN 07 003 092 019				Geotechnical Resources Environment Technical Project Management			
Revision	Description	Drawn	Approved	Date	Drawn	JLG	DEPT. OF DEFENCE/URBAN LAND CORPORATION ALBION EXPLOSIVES FACTORY AUDIT AREA AA3 SITE LOCATION & SURROUNDING AUDIT AREAS				DRAWING NO. FIGURE 1
					Approved	YWSM					FOUR
					Drawn	24/01/01					231655 LO
					Scale	AS SHOWN	TAKEN FROM GOLDFER DRAIVING NO. 1026201				

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STATEMENT OF ENVIRONMENTAL AUDIT	

STATEMENT CONDITIONS MANAGEMENT PLAN
AUDIT AREA 3a
CAIRNLEA

INTRODUCTION

Prior to release for development, all areas of Cairnlea have been the subject of statutory Environmental Audits which have been undertaken in accordance with the requirements of the Environment Protection Act 1970.

The majority of Cairnlea is covered by Certificates of Environmental Audit. These indicate that the areas concerned are suitable for all uses consistent with the Brimbank City Council Planning Scheme.

In some areas, the Auditor has concluded that the land may not be suitable for all uses. In such areas Statements of Environmental Audit have been issued confirming the land's suitability for particular uses such as for open space or commercial use. In turn, some of these Statements of Environmental Audit also have Conditions in place, which require on going management to ensure that any remaining soil contamination cannot affect those using these areas or the environment.

Audit Area AA3 of the Former Albion Explosives Factory (Cairnlea) site is one such area. Discussion with the Auditor has indicated that a Statement of Environmental Audit will be issued for this part of the Cairnlea site. Based on the advice provided by the Auditor as to the likely content of the Statement of Environmental Audit conditions, this Statement Conditions Management Plan (SCMP) has been prepared to set out the management measures required to be satisfy the proposed Statement conditions. It is intended that the SCMP will be provided to the Auditor for use as an explanatory attachment to the final Statement.

ANTICIPATED STATEMENT CONDITIONS

Based on advice from the Auditor, the Environmental Audit Statement Condition applying to AA3a will be as follows:

- *The surface levels for Audit Area 3a shall be protected by maintenance of the upper surface elevations as shown in Figure 2 and by the requirements of the*

Statement Conditions Management Plan attached to this Statement of Environmental Audit.

- *No excavation below these levels can occur unless in accordance with the Statement Conditions Management Plan for this area."*

The areas constituting AA3a is shown in Figure 1 attached to the Statement of Environmental Audit.

OBJECTIVE

The objectives of this SCMP are to outline measures necessary to comply with the Statement Conditions and in particular to:

- Advise site owners of the soil contamination present;
- Advise site owners of the management measures that are in place;
- To protect the health and safety of all who work on, or use, the site;
- Outline procedures to be followed during development, and on-going site use related to contamination;

BACKGROUND

Audit Area 3a (AA3a) is part of the former Albion Explosives Factory, which was decommissioned and remediated prior to the end of 2000. At the end of 2000, AA3a was mainly open ground, which slopes gently to the south-east towards Jones Creek. The location and boundary co-ordinates of AA3a are presented in Figure 1 of the Statement of Environmental Audit.

Audit Area 3a generally comprises:

- (i) A buffer zone of at least 5m around the perimeter of the area of concern. The buffer zone lies completely within AA3a.

(ii) Over the remainder:

- A minimum 1500mm layer of "clean" soil (generally meeting EPA Fill Material Criteria in EPA Publication 448, Classification of Wastes, 1995 or site specific criteria consistent with the proposed uses of the area, including those for explosives organic compound and other organic compounds). The surface levels of AA3a are shown in Figure 2 attached to the Statement of Environmental Audit.
- Underlying this layer, some chemical analysis results indicate the presence of residual RDX. RDX (also known as cyclonite) is an explosives organic compound produced on the Albion site and used in the manufacture of a range of munitions and plastic explosives. Concentrations of up to 69 mg/kg were reported. This compares with an average criteria for RDX of 100 mg/kg and a maximum criteria of 250 mg/kg which have been specifically established for RDX for the range of uses proposed and the soils at this depth. The RDX concentrations present in soils at depths greater than 1500mm are significantly below these at which an explosion could occur.
- Natural soil and rock.

REFERENCES

Information about this area is set out in the reports:

- Coffey, Statutory Environmental Audit Area AA3, Former Albion Explosives Factory Station Rd., St.Albans.
- Golder Associates, Environmental Assessment and Remediation Report Audit Area AA3, Former Albion Explosives Factory, Deer Park, March 2000.

Copies of these reports have been lodged with the EPA and the Brimbank City Council.

ALLOWABLE LAND USES

Uses allowed by the Statement of Environmental Audit comprise:

- Educational Facility Uses;
- Public Open Space – Public Park Areas;
- Commercial Uses;
- Industrial Uses

Audit Area 3a is not considered suitable for associated activities which may involve more sensitive uses, including the provision of ancillary residential accommodation or the production of garden produce for human consumption.

MANAGEMENT ROLE AND RESPONSIBILITY

The management of the site and compliance with the Statement Condition will:

- (a) Be the responsibility of the Urban Land Corporation (ULC) up to completion of site development works undertaken prior to transfer of the land from ULC ownership.
- (b) Thereafter be the responsibility of the owner of the land.

These parties are referred to in this SCMP as the "Responsible Person".

COMPLIANCE WITH STATEMENT CONDITIONS

Compliance with Audit Statement Conditions will be demonstrated as follows:

1. At completion of the ULC site development works, it will be the responsibility of ULC to obtain sign-off from a Victorian EPA Appointed Environmental Auditor (Contaminated Land), confirming that the Statement Conditions have been complied with.
2. Prior to the occupancy of any buildings or the use of land in the case of Open Space it is the responsibility of Owner of the land to ensure implementation of the Statement Conditions. This could be by sign-off from a Victorian EPA Appointed Environmental Auditor (Contaminated Land), confirming that the Statement Conditions have been complied with.

Compliance with Statement Conditions post-occupancy is the responsibility of the Owner of the land.

HEALTH AND SAFETY

The statutory Environmental Audit process considers the health and safety effects of remaining chemicals in soil at the site. This means that during normal maintenance activities the soils, present no additional impost on works at the site beyond usual worker health and safety requirements. Contractors who work on this site remain responsible for all health and safety issues associated with their activities.

MAINTENANCE

The current surface levels as shown on Figure 2 must be maintained during any use or future development of this area unless written approval is obtained from an Environmental Auditor for Contaminated Land.

In addition, the Responsible Person will prevent any erosion of the ground surface, which would lead to a reduction in the thickness of the cover materials. Should any such erosion occur the cover must be repaired to maintain the surface levels shown on Figure 2.

The Responsible Person will minimise disturbance of the site by wildlife. Burrows and any other holes should be backfilled and procedures adopted to move any wildlife to a more suitable location.

EXCAVATION AND RESTORATION

Any excavation within AA3a must be subject to reinstatement to meet the original construction standards in terms of placement and material contamination status unless approved otherwise by an Environmental Auditor for Contaminated Land. Such activity and the final condition of this area following re-instatement will be the responsibility of the Responsible Person.

Written records must be kept of all excavations and of the restoration of these areas.

Any material excavated from a depth of greater than 1500 mm will be treated as potentially contaminated and will be subject to appropriate contamination assessment prior to removal, reuse and/or disposal off-site.

No material excavated from a depth of greater than 1500 mm can be:

- Re-used closer than 1500 mm to the surface in the area covered by the Statement Conditions i.e. AA3a.
- Taken outside this area except in accordance with EPA requirements for offsite disposal of soil.

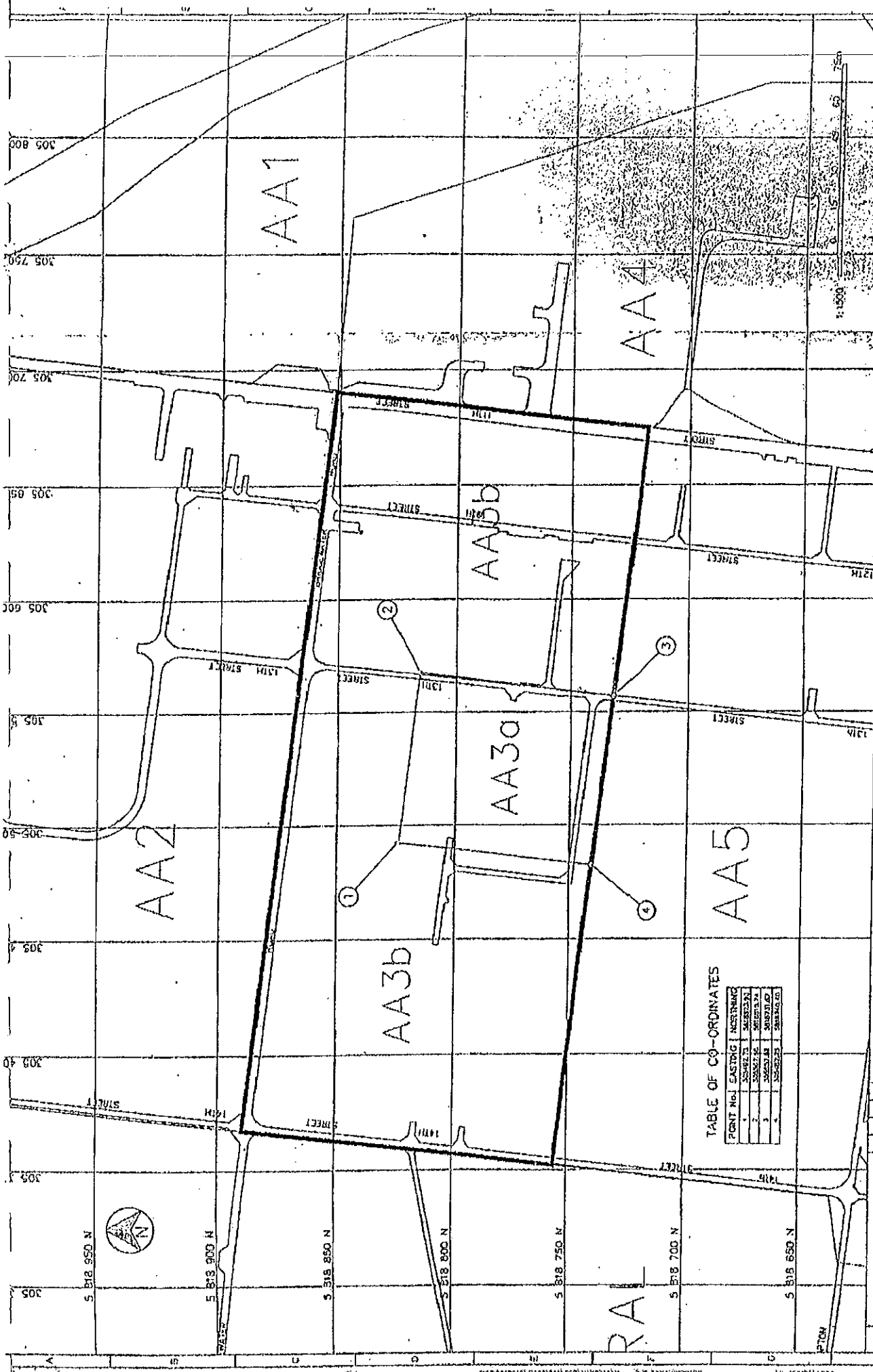


TABLE OF CO-ORDINATES

POINT NO.	EASTING	NORTHING
1	305711.00	5818700.00
2	305711.00	5818800.00
3	305711.00	5818900.00
4	305711.00	5818650.00

DEPARTMENT OF DEFENSE
 25 BRUNSWICK ROAD, 1222 AIRBORNE
 WASHINGTON, D.C. 20330-5000
 (301) 316-1000
 FAX (301) 316-1000

CONTRACT NO. W56602-89-2-0001
 TASK ORDER NO. 0001
 DATE 08/18/89

CONTRACTOR: **COMBAT ASSOCIATES**
 10000 WILSON AVENUE, SUITE 100
 WASHINGTON, D.C. 20037
 (301) 424-1000

FIGURE AA3
 PLAN OF STATEMENT SUB-AREAS
 99613825 6250100

305 600



AA3b



305 550

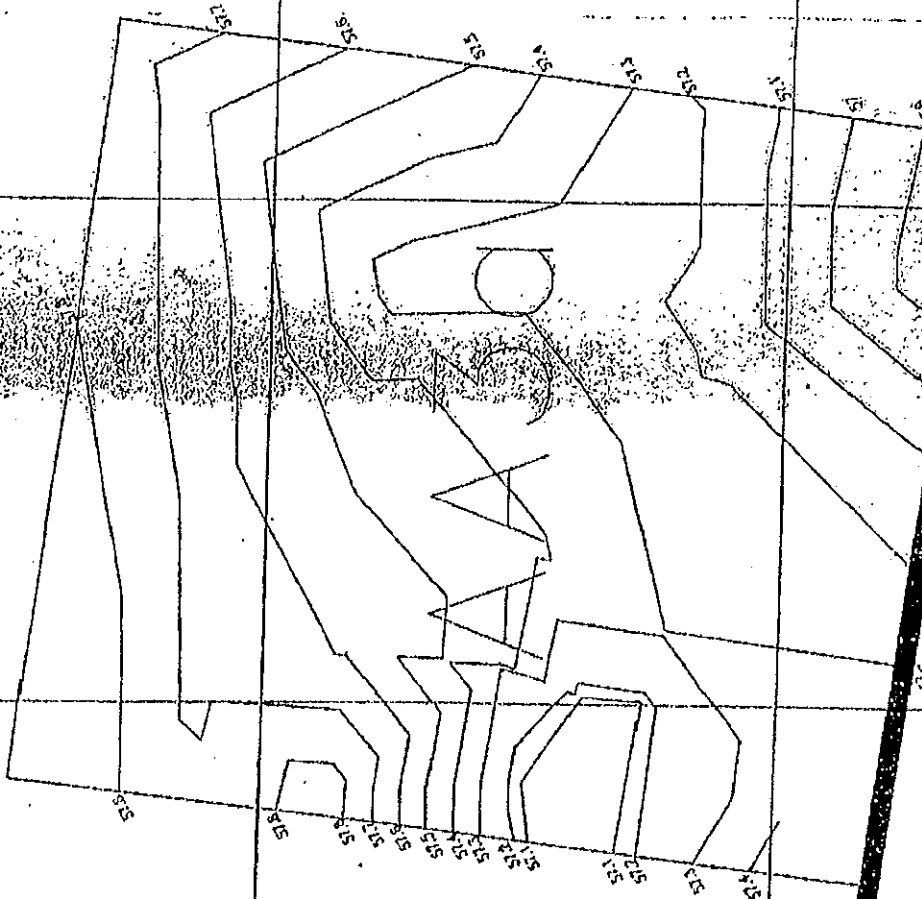
305 500

305 450

818 800 N

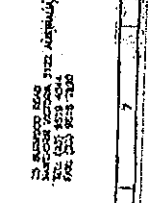
AA3b

818 750 N



ALBION EXPLOSIVES FACTORY REHABILITATION PROJECT
 DEPARTMENT OF DEFENCE
 FIGURE 2
 AUDIT AREA AA3b
 FINAL SURFACE CONTOURS
 99615825
 835D101

25 BURWOOD ROAD
 BURWOOD VICTORIA 3125 AUSTRALIA
 TEL 031 823 7344
 FAX 031 823 7344



APPROVED FOR THE
 COMMONWEALTH OF AUSTRALIA
 BY THE DIRECTOR GENERAL
 OF THE BUREAU OF METEOROLOGY
 AND GEOPHYSICS
 © GOMT ASSOCIATES PTY LTD

NO.	DATE	BY	REVISION
1			
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8			
9			
10			
11			
12			

E3565/1-HY
23 March 2000
Revised page 1

**ENVIRONMENT PROTECTION ACT 1970
SECTION 57AA
CERTIFICATE OF ENVIRONMENTAL AUDIT**

I, Timothy Wallace Marshall, of Coffey Partners International Pty Ltd, a person appointed by the Environment Protection Authority ("the Authority") under the Environment Protection Act 1970 ("The Act") as an environmental auditor for the purpose of the Act, having:

1. been requested by the Urban Land Corporation acting on behalf of Department of Defence, to issue a Certificate of Environmental Audit in relation to the site known as Audit Area AA5 being part of the former Albion Explosives Factory site, Station Road, St Albans, defined in Figures 1 and 2 attached to this Certificate ("the site") owned by the Department of Defence.
2. had regard to, amongst other things,
 - (i) guidelines issued by the Authority for the purposes of Section 57AA of the Act;
 - (ii) the beneficial uses that may be made of the site; and
 - (iii) relevant State environment protection policies/industrial waste management policies, namely the State Environment Protection Policy (Waters of Victoria), the State Environment Protection Policy (Groundwaters of Victoria), and the Draft State Environment Protection Policy (Prevention and Management of Contamination of Land),
 in making a total assessment of the nature and extent of any harm or detriment caused to, or the risk of any possible harm or detriment which may be caused to, any beneficial use made of the relevant segment at the site by any industrial processes or activity, waste or substance (including any chemical substance); and
3. completed an environmental audit report in accordance with Section 57AA(2) of the Act, a copy of which has been sent to the Authority;

HEREBY CERTIFY that I am of the opinion that the condition of the site is neither detrimental nor potentially detrimental to any beneficial use of the site.

This Certificate forms part of the Environmental Audit Report entitled "Statutory Environmental Audit, Audit Area AA5, Former Albion Explosives Factory, Station Road, St Albans" (Coffey Partners International Pty Ltd Report E3565/1-HY dated 23 March 2000). Further details regarding the condition of the site may be found in the Environmental Audit report.

DATED: 23/3/2000

SIGNED:

T Marshall

Coffey



ALBION EXPLOSIVES FACTORY SITE



NOTE: BASED ON GOLDBER DRAWING No. 827D001

Coffey Partners International Pty Ltd

ACN 003 692 019

Consulting Engineers, Managers and Scientists
Environment • Geotechnics • Mining • Water Resources

drawn	TM/SA
approved	
date	16/3/00
scale	AS SHOWN

DEPARTMENT OF DEFENCE/URBAN LAND CORPORATION
 ALBION EXPLOSIVES FACTORY AUDIT AREA AA5
 SITE LOCATION AND SURROUNDING AUDIT AREAS



FIGURE 1

Job no: F3565/1-HY



JONES CREEK

AA1

AA7

DISPOSAL E
SCHEDULE 8

DISPOSAL E
SCHEDULE 8

DISPOSAL E
SCHEDULE 8

DISPOSAL E
SCHEDULE 8

DISPOSAL E
SCHEDULE 8

DISPOSAL E
SCHEDULE 8

AA9

AA10

AA3

AA5

AA8

DISPOSAL E
SCHEDULE 8

DISPOSAL E
SCHEDULE 8

DISPOSAL E
SCHEDULE 8

DISPOSAL E
SCHEDULE 8

DISPOSAL E
SCHEDULE 8

AA24

GREEN CENTRAL

NOTE:
BASED ON GOLDER DRAWING NO. 827D002



Coffey Partners International Pty Ltd 4/100, 100 Sturt St
 Consulting Engineers, Managers and Scientists
 Surveying • Geomatics • Planning • Urban Resources

COFFEY

DEPARTMENT OF DEFENCE / URBAN LAND CORPORATION
 ALBION EXPLOSIVES FACTORY AUDIT AREA A35
 AUDIT AREA BOUNDARIES AND SURVEY CO-ORDINATES

revision	description	drawn	approved	date	status

AS SHOWN
 scale (metres)

TM/SA
 16/3/00

FIGURE 2

job no. E3565/1-PT

Sale of Land Act 1962 (the "Act")

**STATEMENT BY VENDOR UNDER SECTION 32 OF
THE ACT OF MATTERS AFFECTING LAND BEING SOLD**

VENDOR **VICTORIAN URBAN DEVELOPMENT AUTHORITY ("VicUrban")**

LAND **LOT 2919 CNR NOBEL BANKS DRIVE & KEN JORDAN ROAD CAIRNLEA – LOT
2919 ON PS513889L AND BEING PART OF THE LAND DESCRIBED IN
CERTIFICATE OF TITLE VOLUME 10806 FOLIO 939**

(the "Land")

IMPORTANT NOTICE TO PURCHASER

THE USE TO WHICH YOU PROPOSE TO PUT THE LAND MAY BE PROHIBITED BY PLANNING OR BUILDING CONTROLS APPLYING TO THE LOCALITY OR MAY REQUIRE THE CONSENT OR PERMIT OF THE MUNICIPAL COUNCIL OR OTHER RESPONSIBLE AUTHORITY. IT IS IN YOUR INTEREST TO UNDERTAKE A PROPER INVESTIGATION OF PERMITTED LAND USE BEFORE YOU COMMIT YOURSELF TO BUY. YOU SHOULD ALSO CHECK WITH THE APPROPRIATE AUTHORITIES AS TO THE AVAILABILITY OF, AND THE COST OF PROVIDING, ANY ESSENTIAL SERVICES NOT CONNECTED TO THE LAND.

THE PROPERTY MAY BE LOCATED IN AN AREA WHERE COMMERCIAL AGRICULTURAL PRODUCTIVITY MAY AFFECT YOUR ENJOYMENT OF THE PROPERTY. IT IS THEREFORE IN YOUR INTEREST TO UNDERTAKE AN INVESTIGATION OF THE POSSIBLE AMENITY AND OTHER IMPACTS FROM NEARBY PROPERTIES AND THE AGRICULTURAL PRACTICES CONDUCTED THERE.

1. RESTRICTIONS

- (a) A description and the particulars of any easement, covenant or other similar restriction affecting the Land (whether registered or unregistered) is set out in the attached copy title; sewers/drains (if any) may be laid outside registered easements.
- (b) To the knowledge of VicUrban, there is no existing failure to comply with the terms of the easement, covenant or restriction.

2. PLANNING

A planning instrument applies to the Land and particulars are:

- (a) Name - Brimbank Planning Scheme
- (b) The Responsible Authority is - Brimbank City Council
- (c) Zoning and/or Reservation – Residential 1 - Environmental Audit Overlay and Development Plan Overlay; Planning Permit P336/2004 (amended) affects. See copy attached.

3. RATES, TAXES, CHARGES AND OUTGOINGS

- (a) The Land is presently not rateable in the hands of VicUrban. It will be rateable, and may be taxable, in the hands of the Purchaser following settlement. The Purchaser should make, and be satisfied with, independent inquiries of relevant rating and taxing authorities concerning the level of rates, taxes, charges and other outgoings.

which will attach to the Land following settlement. Land tax is to be adjusted in accordance with Condition 9 of Table A of the Transfer of Land Act 1958.

- (b) despite paragraph 3(a), VicUrban undertakes to pay:
- (i) the current year's land tax assessment and any arrears; and
 - (ii) all water supplied by measure charges to the date of settlement.

4. SERVICES

- (a) Electricity, gas, water, sewerage and telephone services will be available to the Land but they are presently not connected and the cost of connecting them to the Land will be the responsibility of the Purchaser.
- (b) For information purposes only, VicUrban advises the Purchaser that the suppliers of services to the Land will be:

	Service	Supplier
(i)	Electricity	Powercor
(ii)	Gas	Westar
(iii)	Water	City West Water
(iv)	Sewerage	City West Water
(v)	Telephone	Telstra

- (c) The Purchaser should make, and be satisfied with, independent inquiries of relevant service suppliers concerning the cost of connecting relevant services to the Land.

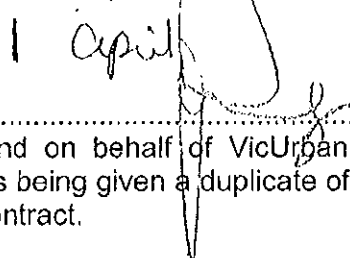
5. NOTICES

There are no notices, orders, declarations, reports or recommendations of a public authority or government department or approved proposal affecting the Land of which VicUrban might reasonably be expected to have knowledge, but VicUrban has no means of knowing of all decisions of public authorities and government departments unless communicated to VicUrban.

6. TITLE

VicUrban is purchasing the Cairnlea Estate from the Commonwealth of Australia pursuant to an Agreement dated 26 November 1997 and pursuant to such Agreement is entitled to develop and sell the land hereby sold. Attached is a copy of the Certificate of Title, the proposed plan of subdivision and a copy of the draft transfer from the Commonwealth of Australia in respect of the land sold.

DATED

1 April


2005

.....
Signed for and on behalf of VicUrban by its Sales Administration Manager. The Purchaser acknowledges being given a duplicate of this Statement signed by VicUrban before the Purchaser signed the Contract.

DATED

2005

.....
Signed and acknowledged by the Purchaser(s)



PLAN OF SUBDIVISION

Stage No.

/

LR use only

EDITION

Plan Number

PS 513889L

Location of Land

Parish: MARIBYRNONG

Township: -

Section: 7

Crown Allotment: D(Pt), E(Pt), F(Pt) & K(Two)(Pt)

Section: 11

Crown Allotment: H(Pt)

Title References

C/T VOL FOL ...

Last Plan Reference: Lot CH on PS443726E

Postal Address: CAIRNLEA DRIVE
(At time of subdivision) DEER PARK 3023

AMG Co-ordinates E 305 820 Zone 55
(Of approx. centre of plan) N 5 818 950

Council Certification and Endorsement

Council Name: BRIMBANK CITY COUNCIL Ref:

1. This Plan is certified under Section 6 of the Subdivision Act 1988.
2. This plan is certified under section 11(7) of the Subdivision Act 1988 Date of original certification under section 6/...../
3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.

- OPEN SPACE
- (i) A requirement for public open space under Section 18 Subdivision Act 1988 has/has not been made.
 - (ii)
 - (iii) The requirement has been satisfied.

The requirement is to be satisfied in Stage
Council delegate
Council seal
Date / /

Re-certified under section 11(7) of the Subdivision Act 1988.

Council delegate
Council seal
Date / /

Vesting of Roads or Reserves

Identifier	Council/Body/Person
ROAD R-1	BRIMBANK CITY COUNCIL

Notations

Staging: This is not a staged subdivision
Planning permit No.

Depth Limitations: 76.20 metres below the surface applies to Allotment K2, Section 7 Parish of Maribyrnong contained in C/G Vol 7877 Fol 028 and does not apply to the remaining land in this plan.

Lots 1 to 2818 and A to CV have been omitted from this plan

Survey: This plan is based on survey BP 1278
(To be completed where applicable)

This survey has been connected to permanent mark no(s). MMB2552, MMB2523 & MMB2257
In Proclaimed Survey Area no. -

Easement Information

Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of
E-1	Carriageway	See Diag	C/E R252045N	Land in C/T Vol 10037 Fol 248
E-2	Drainage	2	This Plan	Brimbank City Council

LR use only

Statement of compliance/
Exemption Statement

Received

Date: / /

LR use only

PLAN REGISTERED
TIME

Date: / /

Assistant Registrar of Titles.

CAIRNLEA ESTATE - CROQUET CENTRE

Sheet 1 of 4 Sheets

Coomes Consulting Group Pty Ltd
24 Albert Road PO Box 305 South Melbourne Victoria 3205 Australia
T 61 3 9993 7680 F 61 3 9993 7009
144 Welford Street PO Box 926 Shepparton Victoria 3632 Australia
T 61 3 6531 4448 F 61 3 6531 4449

LICENSED SURVEYOR (PRINT) KEITH ROBERT JONES

SIGNATURE DATE / /

REF: 9640P11 VERSION 6

FILE NAME: 9640P11.dwg
FILE LOCATION: P:\9640-Subs\9640-Subs\4448\9640.dwg
LAYOUT NAME: 9640P11
SAVE DATE: Fri, 15 Feb 2003 - 13:06 LAST SAVED BY: netuser

DATE / /
COUNCIL DELEGATE SIGNATURE

Original sheet size A3

PLAN OF SUBDIVISION

Stage No /

Plan Number

PS 513889L

KEN JORDAN ROAD

R-1

216m²

CX
SEE SHEET 2

ENLARGEMENT
NOT TO SCALE

NOBEL BANKS DRIVE

5189m²

ENLARGEMENT
NOT TO SCALE

CAIRNLEA DRIVE

2919
1-977ha

JORDAN ROAD

R-1

7192m²

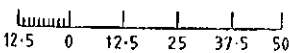
CW
3-231ha

FURLONG ROAD

Coomes Consulting Group Pty Ltd
consult@coomes.com.au coomes.com.au
24 Albert Road PO Box 305 North Melbourne Victoria 3205 Australia
T 01 3 9693 7020 F 01 3 9663 7099
144 Wakeford Street PO Box 920 Shepparton Victoria 3632 Australia
T 01 3 8331 4440 F 01 3 6031 4449



SCALE



LENGTHS ARE IN METRES

ORIGINAL SCALE SHEET SIZE
1:1250 A3

LICENSED SURVEYOR **KEITH ROBERT JONES**

SIGNATURE

DATE / /
VERSION 6

REF: 9640P11

FILE NAME: 9640P11.dwg
FILE LOCATION: C:\Users\KJ\Documents\Subdivisions\9640P11
LAYOUT NAME: 9640P11_P
SAVE DATE: 14 Feb 2005 13:00 LAST DAVED BY: KJ

Sheet 3 of 4 Sheets

DATE / /
COUNCIL DELEGATE SIGNATURE

Original sheet size A3

PLAN OF SUBDIVISION

Stage No. /

LR use only
EDITION

Plan Number

PS 443726E

Location of Land

Parish: MARIBYRNONG

Township: -

Section: 7

Crown Allotment: B(Pt), C(Pt), D(Pt), E(Pt), F(Pt) & K(Two)(Pt)

Section: 11

Crown Allotment: A(Pt), H(Pt)

Title References

C/T VOL FOL ...

Last Plan Reference: Lot AL on PS 437312T

Postal Address: Furlong Road
(At time of subdivision) Deer Park 3023

AMG Co-ordinates: E 305 300
(Of approx. centre of plan) N 5 819 150 Zone 55

Vesting of Roads or Reserves

Identifier	Council/Body/Person
RESERVE No. 1	Brimbank City Council

Council Certification and Endorsement

Council Name: **BRIMBANK CITY COUNCIL** Ref: *502077*

- This Plan is certified under Section 6 of the Subdivision Act 1988.
- ~~This plan is certified under section 4(7) of the Subdivision Act 1988
Date of original certification under section 6 ... / ... / ...~~
- ~~This is a statement of compliance issued under section 24 of the
Subdivision Act 1988.~~

OPEN SPACE

- A requirement for public open space under Section 18 Subdivision Act 1988 ~~has not been made.~~
- ~~The requirement has been satisfied.~~

~~(iii) The requirement is to be satisfied in Stage~~

Council delegate

Council seal

Date *19/07/07*

~~Re-certified under section 4(7) of the Subdivision Act 1988.~~

~~Council delegate~~

~~Council seal~~

~~Date / /~~

Notations

Depth Limitations:

76.20 metres below the surface applies to Allotment K2, Section 7 Parish of Maribyrnong contained in C/G Vol 7977 Fol 028 and does not apply to the remaining land in this plan

Staging: This is not a staged subdivision
Planning permit No. -

Survey: This plan is based on survey BP 1274
(To be completed where applicable)

This survey has been connected to permanent mark no(s). MMB2552, MMB2523 & MMB2257 in Proclaimed Survey Area no.

Easement Information

Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of
E-1 E-2	Sewerage Drainage	1.83 1.83	C/E D845492 C/E B642738	M.M.B.W. City of Sunshine
E-3, E-6	Carriageway, Drainage, Water, Telephone, Gas Supply & Power	See Diag.	Instr N584172P	Land in C/T Vol 9862 Fol 314
E-3, E-4 & E-7	Powerline	See Diag.	This Plan - Section 88 of the Electricity Industry Act 2000	SPI PowerNet
E-5, E-7	Drainage & Floodway	See Diag.	This Plan	Melbourne Water Corporation
E-8	Carriageway	See Diag.	C/E R252645N	Land in C/T Vol 10037 Fol 248

LR use only

Statement of compliance/
Exemption Statement

Received

Date: / /

LR use only

PLAN REGISTERED

TIME

Date: / /

Assistant Registrar of Titles.

AIRNLEA ESTATE - WETLANDS

AREA OF STAGE - 47.51ha

Sheet 1 of 2 Sheets

Engineering & Surveying
Planning & Design
Project Management
Landscape Architecture
Environmental Science
Cultural Engineering



Coomes

Consulting Group Pty Ltd
24 Albert Road South Melbourne Vic 3205 Australia
ACN 690027035 Tel (61) 3 9993 7838 Fax (61) 3 9993 7929
Email: consult@coomes.com.au Web: www.coomes.com.au

LICENSED SURVEYOR (PRINT) Keith Robert Jones

SIGNATURE *[Signature]*

DATE *20/4/03*

REF: 9637SV00

VERSION 4

FILE NAME: 9637SV00.dwg
FILE LOCATION: C:\9637-Vol Land\9637-Subdiv\10401
LAYOUT NAME: Sheet 1
SAVE DATE: Mon, 20 Apr 2003 - 12:24 LAST SAVED BY: [Name]

[Signature]

DATE *19/07/07*

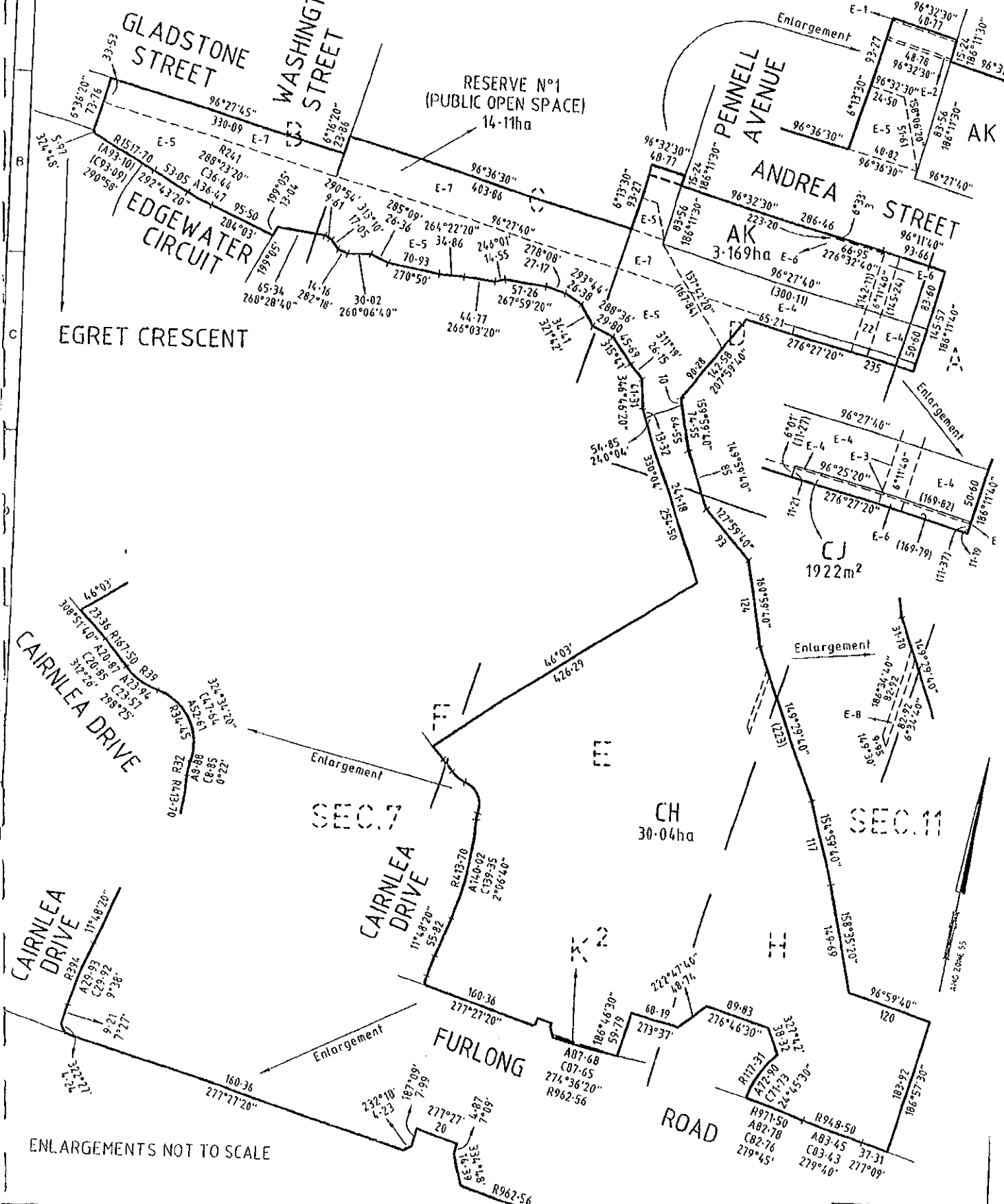
COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION

Stage No

Plan Number

PS 443726E



EGRET CRESCENT

CAIRNLEA DRIVE

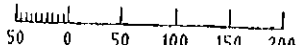
CAIRNLEA DRIVE

FURLONG ROAD

ROAD

ENLARGEMENTS NOT TO SCALE

SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET SIZE

1:5000 A3

LICENSED SURVEYOR Keith Robert Jones

SIGNATURE DATE 28/4/03

REF: 9637SV00 VERSION 4

Sheet 2 of 2 Sheets

DATE 19/01/03
COUNCIL DELEGATE SIGNATURE

Coomes
 Consulting Group Pty Ltd
 21 A'Bea Road South Melbourne Vic 3193 Australia
 0393111111 Fax 0393126666 Email c19333@coomes.com.au
 www.coomes.com.au

LAWPOINT TITLE SEARCH
10806 939

17/02/2005 15:59

Page 1

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reproduction of the information.

REGISTER SEARCH STATEMENT Land Victoria

Security no : 124013230614C

Volume 10806 Folio 939
Produced 17/02/2005 04:00 pm

LAND DESCRIPTION

Lot AL on Plan of Subdivision 437312T.
PARENT TITLE Volume 10687 Folio 569
Created by instrument PS437312T 09/06/2004

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
COMMONWEALTH OF AUSTRALIA
PS437312T 09/06/2004

ENCUMBRANCES, CAVEATS AND NOTICES

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section
24 Subdivision Act 1988 and any other encumbrances shown or entered on the
plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE PS437312T FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	PLAN OF SUBDIVISION	STATUS	DATE
PS443726E		Unregistered	13/11/2003

STATEMENT END

*** END OF REPORT ***

PRINTED BY LAWPOINT ON 17 FEB 2005 AT 03:59pm FOR RRE REF VUDA1743876

PLAN OF SUBDIVISION	Stage No. /	LR use only EDITION	Plan Number PS 437312T
----------------------------	----------------	-------------------------------	----------------------------------

Location of Land
 Parish: MARIBYRNONG
 Township: -
 Section: 7
 Crown Allotment: B(Pt), C(Pt), D(Pt), E(Pt) & K(Two)(Pt)
 Section: 11
 Crown Allotment: A(Pt) & H(Pt)
Title References
 C/T VOL.... FOL...
 Last Plan Reference: Lot BD on PS502246T
Postal Address: Station Road
(At time of subdivision) DEER PARK 3023
AMG Co-ordinates: E 305 500 Zone 55
(Of approx. centre of plan) N 5 819 200

Council Certification and Endorsement

Council Name: BRIMBANK CITY COUNCIL **Ref:** S63057

1. This Plan is certified under Section 8 of the Subdivision Act 1988.
~~2. This plan is certified under section 11(7) of the Subdivision Act 1988~~
~~Date of original certification under section 8 is~~
~~3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.~~

OPEN SPACE
 (i) A requirement for public open space under Section 10 Subdivision Act 1988 has/have not been made.
~~(ii) The requirement has been satisfied.~~
~~(iii) The requirement is to be satisfied by Order~~
 Council delegate
~~Council seal~~
 Date 12/9/03
~~Not certified under section 11(7) of the Subdivision Act 1988.~~
~~Council delegate~~
~~Council seal~~
 Date / /

Vesting of Roads or Reserves

Identifier	Council/Body/Person
ROAD R-1	BRIMBANK CITY COUNCIL

Notations

Staging: This is not a staged subdivision
 Planning permit No. _____

Depth Limitations:
 78.20 metres below the surface applies to Allotment K2, Section 7 Parish of Maribyrnong contained in C / G Vol 7077 Fol 028 and does not apply to the remaining land in this plan

Lots A to AK (both inclusive) have been omitted from this plan

Survey: This plan is based on survey BP1274 (To be completed where applicable)

This survey has been connected to permanent mark no(s). MMB2552, MMB2523 & MMB2257 in Proclaimed Survey Area no. -

Easement Information

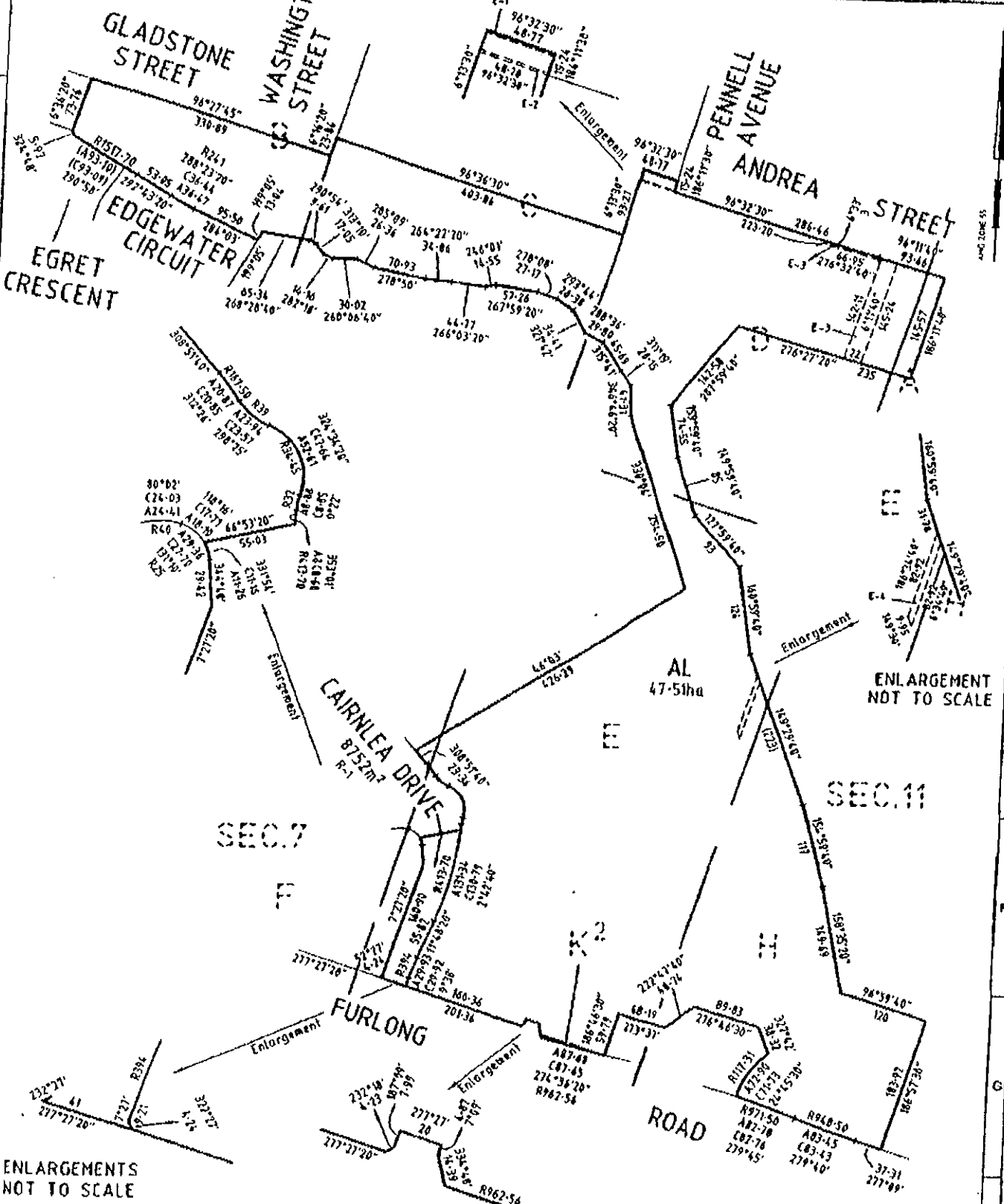
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Flood)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/in Favour Of	
E-1	Sewerage	1.83	C/E D845482	M.M.B.W.	LR use only Statement of compliance/ Exemption Statement Received <input checked="" type="checkbox"/> Date: 7/6/04 LR use only PLAN REGISTERED TIME 8:28am Date: 9/6/04 <i>G.J. Neuman</i> Assistant Registrar of Titles.
E-2	Drainage	1.03	C/E B642738	City of Sunshine	
E-3	Carriageway, Drainage, Water Telephone, Gas Supply & Power	See Diag	Instr N584172P	Land in C/T Vol 0882 Fol 314	
E-4	Carriageway	See Diag	C/E R252645N	Land in C/T Vol 10037 Fol 248	

CAIRNLEA ESTATE - CD4

<p>Engineering & Surveying Town Planning & Design Project Management Landscape Architecture Environmental Science Agricultural Engineering</p> <p style="text-align: center;">Coomes</p> <p style="font-size: small;">Consulting Group Pty Ltd 14 Albert Road South Melbourne Vic 3205 Australia 10140 91111 Tel: 03 9599 7888 Fax: 03 9599 7999 Email: coomes@coomes.com.au Web: www.coomes.com.au</p>	<p>LICENSED SURVEYOR (PLINT) Kelli Robert Jones</p> <p>SIGNATURE _____ DATE / /</p> <p>REF: 9637SV01</p> <p style="font-size: x-small;">FILE NAME: 9637SV01.dwg FILE LOCATION: P:\9637\9637.dwg LAYOUT NAME: 9637.dwg SAVE DATE: Thu 07 Apr 2003 11:03:46 AM CREATED BY: 9637</p>	<p style="text-align: center;">Sheet 1 of 2 Sheets</p> <p style="text-align: center;">DATE / /</p> <p style="text-align: center;">COUNCIL DELEGATE SIGNATURE</p> <p style="text-align: center;">Original sheet size A3</p>
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PLAN OF SUBDIVISION Stage No / Plan Number **PS 437312T**



Consulting Group Pty Ltd

 11 Belmont Road, Belmont, WA 6004

 AB 9400 70 418 197 199 Fax 9400 70 418 197

 Email: coomes@coomes.com.au

SCALE

 LENGTHS ARE IN METRES

ORIGINAL SCALE SHEET SIZE

 1:5000 **A3**

LICENSED SURVEYOR Keith Robert Jones

 SIGNATURE DATE / /

 REF: 9637SV01 VERSION 1

 FIRE MARSHAL: ROBERT JONES
 FIRE SODALITY: 1989/2007 (Laws 1987)
 SURVEYING BOARD: 1989/2007 (Laws 1987)
 SURVEYING BOARD: 1989/2007 (Laws 1987)

Sheet 2 of 2 Sheets

 DATE / /

COUNCIL DELEGATE SIGNATURE

 Original sheet size A3

TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

Lodged by:

Name: **MIDDLETONS LAWYERS**
Phone: (613) 9205 2000
Address: Level 29, 200 Queen Street, Melbourne
Ref: RRE:VUDA.1743876 LOT CV
Customer Code: 1255H

Privacy Collection Statement

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

MADE AVAILABLE/CHANGE CONTROL

Office Use Only

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed and subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer.

Land: *(volume and folio reference)*

Lot 2919 on PS 513889L being part of the land in Certificate of Title Volume 10806 Folio 939

Estate and Interest: *(eg "all my estate in fee simple")*

All its estate in fee simple

Consideration:

\$

Transferor: *(full name)*

COMMONWEALTH OF AUSTRALIA

DRAFT

Transferee: *(full name and address including postcode)*

VICTORIAN URBAN DEVELOPMENT AUTHORITY of Level 12, 700 Collins Street Docklands Vic 3008

Directing Party: *(full name)*

Dated:

Execution and attestation

EXECUTED by the COMMONWEALTH OF AUSTRALIA)
by **CHRIS BEE** in his capacity as Assistant)
Secretary, Estate Management in the presence:)

Approval No. 15780410A

ORDER TO REGISTER

Please register and issue title to

STAMP DUTY USE ONLY

T1

Signed

Cust. Code:



Reliable Legal Precedents Pty Ltd

THE BACK OF THIS FORM MUST NOT BE USED
Land Registry, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

docs 1346701v1 RRE

ANNEXURE PAGE

Transfer of Land Act 1958

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

This is page 2 of *Approved Form T1* dated _____ between _____

Signatures of the parties

Panel Heading

In accordance with the VICTORIAN URBAN DEVELOPMENT)
AUTHORITY Act 2003 the official seal of the Authority is)
affixed in the presence of:)

DRAFT

Approval No. 15780410A

A1



1. If there is insufficient space to accommodate the required information in a panel of the *Approved Form* insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading. **THE BACK OF THE ANNEXURE PAGE IS NOT TO BE USED**
2. If multiple copies of the instrument are lodged, original Annexure Pages must be attached to each.
3. The Annexure Pages must be properly identified and signed by the parties to the *Approved Form* to which it is annexed.
4. All pages must be attached together by being stapled in the top left corner.

Responsible Legal Precedents Pty Ltd

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

IN THE MATTER of the Duties Act 2000

-and-

IN THE MATTER of a transfer made between
VICTORIAN URBAN DEVELOPMENT AUTHORITY
and COMMONWEALTH OF AUSTRALIA of Lot 2919
on PS513889L being part of the land in Certificate of
Title Volume 10806 Folio 939

I **CHRIS BEE** of BP-2-A001, Brindabella Park, Canberra in the Australian Capital Territory

DO SOLEMNLY AND SINCERELY DECLARE:

1. **THAT** I am an employee of the Department of Defence with the Commonwealth of Australia the transferor of the said land and as such employee in my position of Assistant Secretary Property Management am authorised to make this declaration.
2. **THAT** the land hereby sold having an area of 1.977 hectares forms part of the Remediation and Development Agreement dated 26 November 1997 between the transferor and transferee for the total price of \$ ~~reference to Clause 8.1.2 of the special conditions of the general conditions of that agreement~~ which price has been arrived at by agreement
3. **THAT** there are no chattels sold by the transferor to the transferee as part of or in connection with this transaction. The property sold is vacant undeveloped land.
4. **THAT** the consideration paid for the land is considered by the transferor to be adequate.
5. **THAT** the transferor has not transferred a fractional interest in this land to the transferee with the last 12 months of the date of this transfer.

DRAFT

AND I make this solemn declaration by virtue of the Statutory Declarations Act 1959 as amended and subject to the penalties provided by the Act for the making of false statements in statutory declarations conscientiously believing the statements contained in this declaration to be true in every particular.

DECLARED at
in the Australian Capital Territory
this day of
2005.

)
)
).....
)

CHRIS BEE

.....Before me

.....Full Name

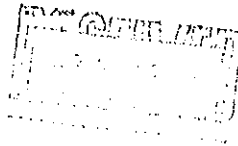
.....Address

.....Position



Contact: Tony James
 Phone: 9249 4043
 Fax: 9249 4859
 Free Fax: P336/2004

3 March 2005



Brimbank City Council
 30 Ave 70
 South Geelong 3200
 Phone: 9249 4043
 Telefax: 9249 4859
 Facsimile: 9249 4851
 TTY: 9249 4927
 Email: planning@brimbank.vic.gov.au
 Website: www.brimbank.vic.gov.au
 ABN: 32 915 147 476

THE VICTORIAN CROQUET ASSOCIATION INC.
 CA- CONTOUR CONSULTANTS
 PO BOX 1040
 CARLTON VIC 3053

Dear Sir/Madam

PLANNING PERMIT NUMBER: P336/2004
 PROPOSAL: USE & DEVELOPMENT OF THE LAND FOR A RESTRICTED
 RECREATION FACILITY (VICTORIAN CROQUET CENTRE) WITH ANCILLARY CLUB
 HOUSE & CAR PARKING & THE REMOVAL OF NATIVE VEGETATION
 LAND AT: 83A FURLONG RD CAIRNLEA

Council has discovered a clerical error that was made in Condition 1(b) of Planning Permit
 No. P336/2004 and therefore has corrected this error pursuant to Section 71(1) of the
 Planning and Environment Act 1987.

Please find enclosed the corrected planning permit, which supersedes the original
 planning permit issued.

If you have any further enquiries in relation to this matter please do not hesitate to contact
 Tony James on 9249 4048.

Yours faithfully

KRISTEN GILBERT
 COORDINATOR
 STATUTORY PLANNING



Statutory Planning Department
 PO Box 100
 KEILOR VIC 3036

COPY TO: APPLICANT
FILE
VALUATIONS
PROPERTY FILE



BRIMBANK CITY COUNCIL

Page 1 of 4

**PLANNING
PERMIT
(CORRECTED)**

Permit No. P336/2004
Planning Scheme Brimbank Planning Scheme
Responsible Authority Brimbank City Council

ADDRESS OF THE LAND:

LOT: AL PLN: 437312, 93A FURLONG RD CAIRNLEA 3023

THE PERMIT ALLOWS:

USE AND DEVELOPMENT OF THE LAND FOR A RESTRICTED RECREATION FACILITY (VICTORIAN CROQUET CENTRE) WITH ANCILLARY CLUB HOUSE AND CAR PARKING AND THE REMOVAL OF NATIVE VEGETATION IN ACCORDANCE WITH THE ENDORSED PLANS

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Amended/Endorsed Plans

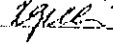
- (1) Before the use and/or development start(s), amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must be generally in accordance with the plans submitted with the application (received by Council on 16 August, 2004 and 20 August 2004) but modified to show:
 - (a) A reduction in the height of the chain mesh fence along the eastern, western and southern boundaries of the properties from 4.0 metres to 3.0 metres above the natural ground level.
 - (b) The fence along the northern boundary to be set back by 1.0 metre, with a 1.0 metre landscape strip provided between the fence and the footpath.
 - (c) A pedestrian gate providing access from the overflow car parking into the site.
 - (d) A landscape plan prepared by a landscape architect or a suitably qualified or experienced person, in accordance with Condition 3
- (2) The use and/or development as shown on the endorsed plans must not be altered without the written consent of the Responsible Authority.

Landscaping

- (3) A landscape plan to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plan will be endorsed and will then form part of the permit. The plan must be drawn to scale with dimensions and three copies must be provided. The

DATE ISSUED: 20 FEB 2005

SIGNATURE FOR THE
RESPONSIBLE AUTHORITY:


Coordinator Statutory Planning

Planning & Environment Regulations 1999 Form 4

Landscaping plan must be generally in accordance with the landscape concept plan dated 17 June 2004 prepared by Coomes Consulting. The plan must show:

- (a) details of surface finishes of pathways and driveways;
- (b) relocation of the fence along the eastern boundary and the associated landscape strip between the fence and the footpath;
- (c) a planting schedule of all proposed trees, shrubs and ground covers, including botanical names, common names, pot sizes, sizes at maturity, and quantities of each plant.

All species selected must be to the satisfaction of the Responsible Authority.

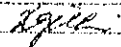
- (4) Before the use/occupation of the development starts or by such later date as is approved by the Responsible Authority in writing, the landscaping works shown on the endorsed plans must be carried out and completed to the satisfaction of the Responsible Authority.
- (5) The landscaping shown on the endorsed plans must be maintained to the satisfaction of the Responsible Authority, including that any dead, diseased or damaged plants are to be replaced.
- (6) A cash bond for \$2,000, plus a non refundable 5% service charge (total amount = \$2,100) shall be lodged with the Responsible Authority prior to the collection of endorsed plans to ensure the completion and establishment of landscaped areas. This cash bond will only be refunded after a 13 week establishment period beginning when the Responsible Authority is satisfied with the completed landscaping works, provided that the landscape is being maintained to the satisfaction of the Responsible Authority.

Amenity

- (7) The use and development must be managed so that the amenity of the area is not detrimentally affected, through the:
 - (a) transport of materials, goods or commodities to or from the land
 - (b) appearance of any building, works or materials
 - (c) emission of noise, artificial light, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, gas or oil
 - (d) presence of vermin
 - (e) in any other way.
- (8) The use may operate between the hours of:
 - Monday – Saturday, 7.00 am- 12.00 midnight.
 - Sunday and public holidays 8.00 am- 10.30 pm.
 - Lights are to be turned off by 11.00 pm on any day.
- (9) External lighting must be designed, baffled and located so as to prevent any adverse effect on adjoining land to the satisfaction of the Responsible Authority.

DATE ISSUED: 28 FEB 2005

SIGNATURE FOR THE
RESPONSIBLE AUTHORITY:



Planning & Environmental Regulations 1990 Form 1

Coordinator Statutory Planning

General

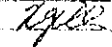
- (10) During the construction phase of the development, the following conditions shall be met:
- (a) Only clean rainwater shall be discharged to the stormwater drainage system;
 - (b) Stormwater drainage system protection measures shall be installed as required to ensure that no solid waste, sediment, sand, silt, clay or stones from the premises, enters the stormwater drainage system;
 - (c) Vehicle borne materials shall not accumulate on the roads abutting the site;
 - (d) All machinery and equipment must be cleaned (if required) on site and not on adjacent footpaths or roads;
 - (e) All litter (including items such as cement bags, food packaging and plastic stripping) must be disposed of responsibly.

Car Parking

- (11) Before the use or occupation of the development starts, the area(s) set aside for the parking of vehicles and access lanes as shown on the endorsed plans must be:
- (a) constructed;
 - (b) properly formed to such levels that they can be used in accordance with the plans;
 - (c) surfaced with an all-weather-seal coat;
 - (d) line marked to indicate each car space and all access lanes and
 - (e) clearly marked to show the direction of traffic along access lanes and driveways, all to the satisfaction of the Responsible Authority.
- Car spaces, access lanes and driveways must be kept available for these purposes at all times.
- (12) Protective kerbs (of a minimum height of 150mm) must be provided to the satisfaction of the Responsible Authority to prevent damage to fences or landscaped areas.
- (13) Vehicular crossing(s) must be constructed to the road to suit the proposed driveway(s) to the satisfaction of the Responsible Authority and an existing crossing or crossing opening must be removed and replaced with footpath, nature strip, and kerb and channel to the satisfaction of the responsible authority.
- (14) No fewer than 68 car space(s) must be provided on the land for the use and development including 2 spaces clearly marked for use by disabled persons.

Engineering

- (16) The entire development site must be connected to the existing underground drainage and sewerage systems to the satisfaction of the Responsible Authority.

DATE ISSUED: 28 FEB 2005 SIGNATURE FOR THE RESPONSIBLE AUTHORITY: 
Planning & Environment Regulations 1998 Form 4 Coordinator Statutory Planning

Time Limit

(1E) This permit will expire if one of the following circumstances applies:

- (a) the development and use is/are not started within two years of the date of this permit,
- (b) the development is not completed within four years of the date of this permit.

The Responsible Authority may extend the periods referred to if a request is made in writing before the permit expires, or within three months afterwards.

Notes

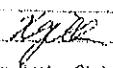
The building must comply with the requirements of the Building Regulations 1994, and a Building Approval is required before any works are commenced.

The premises must comply with the Health Act 1958, as amended and the associated Council Local and By-Laws. Council's Health Department should be contacted regarding these requirements.

Planning approval is required for some advertising signs. Advertisement includes any word, letter, image, device or representation as well as bunting, streamers, flags, windvanes or the like. The Responsible Authority should be consulted prior to the erection of any sign or advertisement.

This permit was corrected on the 3 March, 2005 under Section 71(1) of the Planning and Environment Act 1967 as follows:

Condition 1(b) corrected to refer to the fence along the northern boundary, not the eastern boundary.

DATE ISSUED: 20 FEB 2005 SIGNATURE FOR THE
RESPONSIBLE AUTHORITY: 
Planning & Environment Regulations 1998 Form 4 Coordinator Statutory Planning

IMPORTANT INFORMATION ABOUT THIS NOTICE

WHAT HAS BEEN DECIDED?

The Responsible Authority has issued a permit:

WHEN DOES A PERMIT BEGIN?

A permit operates:

- from the date specified in the permit, or
- if no date is specified, from:
 - (i) the date of the completion of the Victorian Civil Administrative Tribunal if the permit was issued at the direction of the Tribunal, or
 - (ii) the date on which it was issued, in any other case.

WHEN DOES A PERMIT EXPIRE?

2. A permit for the development of land expires if:
 - the development or any stage of it does not start within the time specified in the permit, or
 - the development requires the certification of a plan of subdivision or consolidation under the Subdivision Act 1988 and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision, or
 - the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within 5 years of the completion of the plan of subdivision or consolidation under the Subdivision Act 1988.
3. A permit for the use of land expires if:
 - the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit, or
 - the use is discontinued for a period of two years.
4. A permit for the development and use of land expires if:
 - the development or any stage of it does not start within the time specified in the permit, or
 - the development or any stage of it is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit, or
 - the use does not start within the time specified in the permit, or, if no time is specified, within two years after the completion of the development, or
 - the use is discontinued for a period of two years.
5. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 8A(2) of the Planning and Environment Act 1987, or to any combination of use, development or any of these circumstances requires the certification of a plan under the Subdivision Act 1988, unless the permit contains a different provision:
 - the use or development of any stage is to be taken to have started when the plan is certified, and
 - the permit expires if the plan is not certified within two years of the issue of the permit.
6. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHAT ABOUT APPEALS?

- The person who applied for the permit may appeal against any condition in the permit unless it was granted at the direction of the Victorian Civil Administrative Tribunal, in which case no right of appeal exists.
- An appeal must be lodged within 60 days after the permit was issued, unless a Notice of Decision to grant a permit has been issued previously, in which case the appeal must be lodged within 60 days after the giving of that notice.
- An appeal is lodged with the Victorian Civil Administrative Tribunal.
- An appeal must be made on a Notice of Appeal form which can be obtained from the Victorian Civil Administrative Tribunal, and be accompanied by the applicable fee.
- An appeal must state the grounds upon which it is based.
- An appeal must also be served on the Responsible Authority.
- Costs and appeal and the fees payable can be obtained from the Victorian Civil Administrative Tribunal.
- The address of the Victorian Civil Administrative Tribunal is 55 Ring Street, Melbourne 3000. The Telephone number is (03) 0028 9777.

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