Contract of Sale - Eastside

Vendor	**Stockland Highlands Pty Limited**
Property	**Lot _____, Stage 7, Eastside, Craigieburn**


Stockland

CONTRACT OF SALE OF REAL ESTATE

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period (Section 31 **Sale of Land Act 1962)**

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you.

You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision. You are entitled to a refund of all the money you paid EXCEPT for $100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

EXCEPTIONS the 3-day cooling-off period does not apply if:

- you bought the property at or within 3 clear business days **before or after** a publicly advertised auction; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

NOTICE TO PURCHASERS OF PROPETY "OFF-THE-PLAN"

Off-the-plan sales **Section 9AA(1A)** ***Sale of Land Act*** **1962**

You may negotiate with the vendor about the amount of the deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor.

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.

The terms of this contract are contained in the-

- Particulars of sale; and
- Special conditions, if any; and
- General conditions -

in that order of priority.

SIGNING OF THIS CONTRACT

WARNING: THIS IS A LEGALLY BINDING AGREEMENT. YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.

Purchasers should ensure that prior to signing this contract, they have received–

- a copy of the section 32 statement required to be given by a vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.

The authority of a person signing–

- under power of attorney; or
- as director of a corporation; or
- as an agent authorised in writing by one of the parties

must be noted beneath the signature.

Any person whose signature is secured by an estate agent acknowledges being given by the agent at the time of signing a copy of the terms of this contract.

EXECUTION BY VENDOR

Signed for and on behalf of **Stockland Highlands Pty Limited** by its attorney

under power of attorney dated [ ].

A certified copy of which is filed in Permanent Order Book No. [ ] Page [ ]

Signature

EXECUTION BY PURCHASER

Signed by

Name

Signature

Signed by

Name

Signature

Signed by

Name

Signature

EXECUTION BY PURCHASER (AS CORPORATION)

Executed by **the Purchaser** in accordance with section 127 of the *Corporations Act 2001:*

Director/company secretary

Director/Sole director and company secretary

Name of director/company secretary (BLOCK LETTERS)

Name of director (BLOCK LETTERS)

CONTRACT OF SALE OF REAL ESTATE, GENERAL CONDITIONS

Part 2 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

TITLE

1. Encumbrances

1.1 The purchaser buys the property subject to:
- (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
- (b) any reservations in the crown grant; and
- (c) any lease referred to in the particulars of sale.

1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.

1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

2. Vendor warranties

2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the **Estate Agents (Contracts) Regulations 2008** for the purposes of section 53A of the **Estate Agents Act 1980**.

2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.

2.3 The vendor warrants that the vendor:
- (a) has, or by the due date for settlement will have, the right to sell the land; and
- (b) is under no legal disability; and
- (c) is in possession of the land, either personally or through a tenant; and
- (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
- (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

2.6 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.

2.7 Words and phrases used in general condition 2.6 which are defined in the **Building Act 1993** have the same meaning in general condition 2.6.

3. Identity of the land

3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

3.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

4. Services

4.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. Consents

The vendor must obtain any necessary consent or licence required for the sale. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

6. Transfer

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

7. Release of security interest

7.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.

7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must-

(a) only use the vendor's date of birth for the purposes specified in condition 7.2; and

(b) keep the date of birth of the vendor secure and confidential.

7.4 The vendor must ensure that at or before settlement, the purchaser receives-

(a) a release from the secured party releasing the property from the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property-

(a) that—

(i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if-

(a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

7.7 A release for the purposes of general condition 7.4(a) must be in writing.

7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

7.9 If the purchaser receives a release under general condition 7.4(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

7.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.

7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor—

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay—

as though the purchaser was in default.

7.14 The vendor is not required to ensure that the purchaser receives a release in respect of land. This general condition 7.14 applies despite general condition 7.1.

7.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 7 unless the context requires otherwise.

8. Builder warranty insurance

The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendor's possession relating to the property if requested in writing to do so at least 21 days before settlement.

9. General law land

9.1 This general condition only applies if any part of the land is not under the operation of the **Transfer of Land Act 1958**.

9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

9.4 The purchaser is taken to have accepted the vendor's title if:
(a) 21 days have elapsed since the day of sale; and
(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

9.5 The contract will be at an end if:
(a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
(b) the objection or requirement is not withdrawn in that time.

9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the **Transfer of Land Act 1958**, as if the reference to 'registered proprietor' is a reference to 'owner'.

MONEY

10. Settlement

10.1 At settlement:
(a) the purchaser must pay the balance; and
(b) the vendor must:
(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

10.2 The vendor's obligations under this general condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. Payment

11.1 The purchaser must pay the deposit:
(a) to the vendor's licensed estate agent; or
(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
(a) must not exceed 10% of the price; and
(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

11.3 The purchaser must pay all money other than the deposit:
(a) to the vendor, or the vendor's legal practitioner or conveyancer; or
(b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:
(a) in cash; or
(b) by cheque drawn on an authorised deposit-taking institution; or
(c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the **Banking Act 1959 (Cth)** is in force.

11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. Stakeholding

12.1 The deposit must be released to the vendor if:
(a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
(i) there are no debts secured against the property; or
(ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
(c) all conditions of section 27 of the **Sale of Land Act 1962** have been satisfied.

12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
(a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
(b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
(c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.

13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

13.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
(a) the parties agree that this contract is for the supply of a going concern; and
(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

13.7 This general condition will not merge on either settlement or registration.

13.8 In this general condition:
(a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
(b) 'GST' includes penalties and interest.

14. Loan

14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
(a) immediately applied for the loan; and
(b) did everything reasonably required to obtain approval of the loan; and
(c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
(d) is not in default under any other condition of this contract when the notice is given.

14.3 All money must be immediately refunded to the purchaser if the contract is ended.

15. Adjustments

15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
(b) the land is treated as the only land of which the vendor is owner (as defined in the **Land Tax Act 2005**); and
(c) the vendor is taken to own the land as a resident Australian beneficial owner; and
(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

TRANSACTIONAL

16. Time

16.1 Time is of the essence of this contract.

16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

17. Service

17.1 Any document sent by-
(a) post is taken to have been served on the next business day after posting, unless proved otherwise;
(b) email is taken to have been served at the time of receipt within the meaning of section 13A of the **Electronic Transactions (Victoria) Act 2000**.

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
(a) personally; or
(b) by pre-paid post; or
(c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
(d) by email.

17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. Nominee

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

19. Liability of signatory

Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser's obligations as if the signatory were the purchaser in the case of a default by a proprietary limited company purchaser.

20. Guarantee

The vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.

21. Notices

The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale that does not relate to periodic outgoings.
The purchaser may enter the property to comply with that responsibility where action is required before settlement.

22. Inspection

The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.

23. Terms contract

23.1 If this is a 'terms contract' as defined in the **Sale of Land Act 1962**:

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the **Sale of Land Act 1962**; and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

23.2 While any money remains owing each of the following applies:

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. Loss or damage before settlement

24.1 The vendor carries the risk of loss or damage to the property until settlement.

24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. Breach

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.

DEFAULT

26. Interest

Interest at a rate of 2% per annum plus the rate for the time being fixed by section 2 of the **Penalty Interest Rates Act 1983** is payable on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

27. Default notice

27.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

27.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. Default not remedied

28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

28.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

28.3 If the contract ends by a default notice given by the purchaser:

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

28.4 If the contract ends by a default notice given by the vendor:

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

Particulars of sale

SALES REPRESENTATIVE

Name: Michael Vilar

Address

Telephone: 03 9303 0000 Fax: DX: Email: Michael.Vilar@stockland.com.au

VENDOR

Name: **Stockland Highlands Pty Ltd ACN 097 352 200**

Address Level 7, 452 Flinders Street, Melbourne, Victoria 3000

Telephone: Fax: DX: Email:

VENDOR'S REPRESENTATIVE

Name: Stockland Development Pty Ltd – Nicole Kelly

Address Level 7,452 Flinders Street Melbourne Vic 3000

Telephone: 03 9095 5075 Fax: 03 9884 5074 DX: Email: nicole.kelly@stockland.com.au

PURCHASER

Name:

Address

Telephone: Fax: DX: Email:

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Name:

Address

Telephone: Fax: DX: Email:

PROPERTY ADDRESS

Address The property to be located and known as Lot _____, Stage 7, Eastside, Craigieburn Vic 3064

LAND

The land is described in the attached copy title(s) and plan(s) as Lot _____ on Plan of Subdivision No. PS. 801120A, being part of the land described in Certificate of Title Volume 11838 Folio 031 and includes all improvements and fixtures.

GOODS SOLD WITH THE LAND (List or attach schedule)

Nil

PAYMENT

Price $

Deposit $ payable on the Day of Sale

Balance $ payable at settlement

NB- payment at settlement to include any payment due for upgrades under special condition 36

GST (general condition 13)

The price includes GST (if any) unless the words '**plus GST**' appear in this box: ☐

If this is a sale of a 'farming business' or 'going concern' then add the words '**farming business**' or '**going concern**' in this box:

If the margin scheme will be used to calculate GST then add the words '**margin scheme**' in this box:

SETTLEMENT

Is the date determined under special condition 18

LEASE

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 1.1.

If '**subject to lease**' then particulars of the lease are:

TERMS CONTRACT

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box, and refer to general condition 23 and add any further provisions by way of special conditions:

ENCUMBRANCES

This sale is NOT subject to an existing mortgage unless the words '**subject to existing mortgage**' appear in this box:

If the sale is '**subject to existing mortgage**' then particulars of the mortgage are: Not Applicable

The Property is sold subject to all registered and unregistered restrictions, easements (including implied and statutory easements) and covenants

SPECIAL CONDITIONS

This contract does not include any special conditions unless the words '**special conditions**' appear in this box:

special conditions

LOAN (refer to special condition 4)

The following details apply if this contract is subject to a loan being approved:

Lender: Loan amount: $ Approval date: / / 20

ESTIMATED LAND VALUE

$

DAY OF SALE

The Day of Sale is / / 20 .

Stockland

Special Conditions

1. Additional definitions and interpretation

1.1 Additional definitions

In these special conditions unless otherwise indicated by the context or subject matter:

Act means the Subdivision Act 1988 (Vic), as amended from time to time.

Additional Special Conditions mean the additional conditions (if any) contained in **Annexure A**.

Approval means any approval from any relevant Authority which the Vendor considers necessary or desirable to register the Plan.

Authority means any government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency, Minister, statutory body or entity having jurisdiction in relation to the Property.

Builder means:

(a) Burbank Australia Pty Ltd; or

(b) any other builder who is a licensed or registered builder under the Building Act 1993 (Vic) being the builder who is undertaking the Building Works,

and includes the builder's agents, employees and contractors.

Building Approval means an approval from any Authority and includes certificates, licences, permits, consents and authorisations, which is required for the Building Works.

Building Sunset Date means the date that is thirty nine (39) months from the Day of Sale, as may be extended under special condition 11.4.

Building Works means the alterations, additions and improvements constructed, under construction or to be constructed on the Land by the Builder as contemplated by the Specifications, as may be varied under special condition 11.6.

Building Works Condition means the condition precedent contained in special condition 11.3(a)

Business Day means any day (except a Saturday or Sunday or public holiday) on which banks are open for business in Melbourne.

Claim means any claim, demand or cause of action (whether based in contract, equity, tort or statute), loss, liability, cost, compensation, damage or expense.

Defects means any aspects of the design, workmanship or construction of the Building Works, or in the materials used in the construction of the Building Works that:

(a) do not comply with the Specifications;

(b) do not comply with any legislative requirements (including the Building Act 1993 (Vic) and the Domestic Building Contracts Act 1995 (Vic) and the Regulations under those Acts); or

(c) if subclauses (a) or (b) do not apply, is considered to be defective for breach of the statutory warranties under the Domestic Building Contracts Act 1995 (Vic) or fall below the standard required by the Guide to Standards and Tolerances published by the Building Commission (Victoria) or any replacement of that guide.

Development means the development known as Eastside located within the Estate.

Development Activities means:

(a) any works by the Vendor or intended to be carried out by the Vendor to develop the Estate including:

(i) any works to subdivide land forming part of the Estate;

(ii) any demolition or construction works including works ancillary to or associated with those works;

(iii) any works to install infrastructure including services in the Estate;

(iv) any landscaping works including works ancillary to or associated with the landscaping works;

(v) any other works to develop the Estate, which are considered necessary or desirable by the Vendor;

(b) any works by purchasers of land or other third parties within the Estate; and

(c) any works by the Builder within the Development or the Estate.

Display Home means a display home within the meaning of the Domestic Building Contracts Act 1995 (Vic).

Estate means the larger residential community the Land forms part of, known as Highlands.

Estimated Land Value means the amount set out in the Item "Estimated Land Value" in the Particulars of Sale.

Force Majeure Event means any event or circumstance or combination of events and circumstances which is beyond the control of the Vendor which causes or results in a default or delay in the performance by the Vendor of any of its obligations under this contract, which may include any of the following:

(a) fire, lightning, explosion, earthquake, storm, cyclone, drought, action of the elements, riots, civil commotion, malicious damage, natural disaster, sabotage, act of a public enemy, act of God, war (declared or undeclared), blockade, revolution, contamination of any kind, or force of nature;

(b) strikes, lockouts, industrial and/or labour disputes and/or difficulties, work bans, blockades or picketing;

(c) any default or delay by the Builder;

(d) the introduction, change or withdrawal of any law;

(e) any shortage of labour or materials required to complete the construction of the Building Works; or

(f) any steps by a person to challenge the validity in whole or in part of the Approval or the Building Approval, or any steps by a person to alter the provisions of the Approval or the Building Approval.

General Conditions mean Part 2 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008.

Guarantee means the guarantee and indemnity attached to this contract at **Annexure C**.

Guarantor means the person or persons (if any) listed in the Guarantee.

Land means the lot on the Plan to be acquired by the Purchaser as described in the Particulars of Sale.

Land Tax Year means the period commencing on 1 January in a year and ending on 31 December of the same year.

Minor Alteration includes any of the following:

(a) an alteration (whether required by the Vendor, under an Approval or by an Authority) which does not materially adversely affect the construction of the building on the Land or which has been disclosed in this contract;

(b) an alteration in the dimensions or area of the Land of:

(i) 2.5% or less in the area of the Land; or

(ii) 2.5% or less in the linear dimensions of the Land;

(c) an alteration to the number or numbering of lots; or

(d) an alteration in respect of the dimensions, position, layout or omission of any lot other than the Land.

Object means delay or attempt to delay settlement, make or assert a Claim, rescind or terminate or attempt to rescind or terminate this contract or withhold or require a retention of all or part of the Price.

Owners Corporation means the owners corporation created on registration of the Plan.

Plan means:

(a) where the Land is a lot in an unregistered plan, the plan of subdivision approved by the relevant Authority, generally in accordance with the Proposed Plan, with or without any changes permitted under this contract; or

(b) where the Land is a lot in a registered plan, the plan of subdivision described in the Particulars of Sale.

Planning Restriction means any restriction on the use or development of the Land under any planning scheme, statute, regulation, local law or permit condition or imposed by any Authority empowered to control the use or development of the Land.

PPSA means Personal Property Securities Act 2009 (Cth).

Practical Completion and **Practically Complete** means when, to the satisfaction of the Vendor:

(a) the construction of the Building Works is completed except for any Defects which do not prevent the Building Works from being reasonably capable of being occupied and used by the Purchaser; and

(b) all approvals for the legal occupation and use of the Building Works have been obtained.

Privacy Policy means the Stockland Privacy Policy which can be viewed at www.stockland.com.au/privacy-policy.htm.

Property means the Land and all improvements on the Land.

Property Information means any documents and other information (in written form or otherwise):

(a) relating to the Property or the Estate; and

(b) made available or disclosed to the Purchaser by the Vendor or the Vendor's representatives prior to the Day of Sale, including any reports or information memorandum.

Proposed Plan means the proposed plan of subdivision (where applicable) attached to the Vendor's Statement.

Registration means the Plan has been approved by all relevant Authorities and registered by the registrar of titles (or has equivalent status) in the Victorian Titles Office so as to allow a title for the Land to be created and **Register** and **Registered** have the equivalent meaning.

Registration Sunset Date means the date which is thirty nine (39) months after the Day of Sale.

Retaining Structures means any retaining wall (including associated footing systems), batters, benching, steps or other retaining structures and associated works such as drainage.

Selling and Leasing Activities comprises any activity connected with or relating to the marketing, selling or leasing of any part of the Estate and includes:

(a) the placement and maintenance within the Estate (but not on the Land after settlement) of:

  (i) signs, advertisements, boards, writing, plates, signals, illuminations, banners and insignia; and

  (ii) stalls or associated facilities for the use of salespersons;

(b) any event or function held within the Estate (but not on the Land after settlement); and

(c) the use of homes by either the Vendor or builders as display or demonstration homes, located either within a display village or in any other part of the Estate.

Services means the services for water, electricity, gas, sewerage and telecommunications.

Services Access Points means access points for the Services including pits, grates, manholes, vents, boxes and the like and includes infrastructure associated with the access points and any access points and the like for any stormwater infrastructure.

Settlement Date means the date on which this contract completes.

Specifications means the plans and specifications contained in **Annexure D** which have been approved by the Vendor, as may be varied under special condition 11.6.

Subdivision Works means any works which an Authority requires to be undertaken or the Vendor considers necessary (acting reasonably) before the Plan can be Registered.

Surface Levels Plan means the plan attached to this contract at **Annexure B** showing any works affecting the natural surface of the Land.

Vendor's Statement means the statement made by the Vendor under section 32 of the Sale of Land Act 1962 (Vic).

Victorian Titles Office means the relevant office of the Victorian government department which administers the Victorian freehold land register under the Transfer of Land Act 1958 (Vic).

1.2 Additional interpretation

Unless otherwise indicated by the context or subject matter:

(a) a heading may be used to assist in interpretation but is not legally binding;

(b) a reference to the Property or any other thing includes the whole or any part of the Property or any other thing;

(c) a reference to a party includes the party's successors and permitted assigns;

(d) an obligation imposed by this contract on more than one person binds them jointly and severally;

(e) where a word or phrase is defined, its other grammatical forms have corresponding meanings;

(f) person includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;

(g) a reference to a document (including this contract) is to that document as varied, novated, ratified or replaced from time to time;

(h) a reference to a party, clause, schedule, exhibit, attachment or Annexure is a reference to a party, clause, schedule, exhibit, attachment or Annexure to or of this contract, and a reference to this contract includes all schedules, exhibits, attachments and annexures to it;

(i) includes in any form is not a word of limitation; and

(j) a reference to $ or dollar is to Australian currency.

Stockland

2. General Conditions

2.1 Amendments

(a) General Condition 1.1(a) is amended by inserting "and any encumbrance referred to in or arising out of any special condition in this contract of sale" after "caveats".

(b) General Condition 1.1(b) is amended by inserting "exceptions, conditions and restrictions" after "reservations".

(c) General Condition 3 is amended by adding a sub-clause 3.3 as follows 'The Purchaser admits that the Land is identical with the land described in the title particulars set out in the Particulars of Sale'.

(d) General Condition 6 is amended by deleting 'The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.'

(e) General Condition 10.3 is amended by inserting "at the offices of the Vendor's Representative or other place nominated by them in Melbourne" after "conducted" and replacing '4.00pm' with '3.30pm'.

(f) General Condition 11.1(b) is deleted and replaced with "to the Stakeholder".

(g) General Condition 11.2(b) is deleted and replaced with the following:

(h) "(b) must be paid to the vendor's licensed estate agent or the Stakeholder and held by the estate agent or the Stakeholder on trust for the purchaser until the registration of the plan of subdivision."

(i) Despite General Condition 17, notices may not be served on the Vendor or the Vendor's Representative by email.

(j) Each reference in the General Conditions to "vendor's legal practitioner or conveyancer" includes a reference to the Vendor's Representative.

(k) In the General Conditions, 'Stakeholder' means Galliott & Co of PO Box 675, Pascoe Vale, VIC 3044 or such other stakeholder appointed by the Vendor from time to time.

2.2 Deletions

General Conditions 7, 11.4(c), 13, 14, 18, 20, 24.4, 24.5 and 24.6 are deleted.

3. Priority of conditions

To the extent there is any inconsistency between the Additional Special Conditions, the Special Conditions and the General Conditions then:

(a) the Additional Special Conditions prevail over the Special Conditions and the General Conditions; and

(b) the Special Conditions prevail over the General Conditions.

4. Finance

4.1 Contract conditional on finance

If the Particulars of Sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the Property by the approval date or any later date allowed by the Vendor.

4.2 Purchaser to give notice

Within 2 Business Days after the approval date (**Finance Information Date**) the Purchaser must either:

(a) give notice to the Vendor that the loan application has not been approved and provide evidence of such non-approval; or

(b) give notice to the Vendor that the loan has been approved and provide a copy of the approval letter (**Evidence of Finance**).

4.3 Purchaser's right to end contract

The Purchaser may end this contract if it gives notice under special condition 4.2(a) but only if the Purchaser:

(a) immediately applied for the loan;

(b) did everything reasonably required to obtain approval of the loan;

(c) serves written notice ending the contract on the Vendor by the Finance Information Date or any later date allowed by the Vendor in writing; and

(d) is not in default under any condition of this contract when the notice is given.

4.4 Termination by Vendor

(a) If the Purchaser does not:

(i) terminate the contract under special condition 4.3; or

(ii) comply with special condition 4.2(b),

the Vendor may:

(iii) by notice in writing to the Purchaser given at any time within 30 days after the Finance Information Date, end this contract with immediate effect; or

(iv) by notice in writing to the Purchaser given at any time before the earlier of:

(A) the Settlement Date; and

(B) the date the Purchaser gives Evidence of Finance to the Vendor,

inform the Purchaser that the Vendor intends to end this contract if the Purchaser does not give Evidence of Finance to the Vendor by the date that is at least 30 days after the date the notice is given.

(b) If the Vendor gives notice to the Purchaser under special condition 4.4(a)(iv) and the Purchaser does not give Evidence of Finance to the Vendor by the date required in the notice, the Vendor may, by further notice in writing to the Purchaser given at any time end this contract with immediate effect.

5. Deposit

If:

(a) the Purchaser terminates this contract under special condition 4.3; or

(b) the Vendor ends this contract under special condition 4.4,

the Deposit must be immediately refunded to the Purchaser less the amount of any bank or government charges.

6. Purchaser's representations and warranties

6.1 Capacity

The Purchaser represents and warrants that it:

(a) subject to special condition 4, has the financial capacity to perform its obligations arising out of this contract;

(b) has full power and authority to enter into, implement and perform its obligations under this contract;

(c) has obtained all necessary consents to enter into, implement and perform its obligations under this contract; and

(d) is purchasing the Property as principal or as trustee and not as an agent for a third party.

6.2 Agent

The Purchaser represents and warrants that it was not introduced to the Property or to the Vendor either directly or indirectly by any real estate agent or other person entitled to claim a commission or fee from the Vendor other than the Vendor's agent named in this contract. The Purchaser must indemnify and keep indemnified the Vendor against any claim for commission (including the Vendor's cost for defending the claim) arising out of a breach of this warranty.

6.3 Purchaser as trustee

If the Purchaser enters into this contract as trustee, the Purchaser:

(a) is bound by this contract both as trustee and in its personal capacity;

(b) must take steps to ensure the assets of the trust are available to remedy or meet a Claim regarding any breach by the Purchaser under this contract;

(c) must if the Vendor demands it, assign to the Vendor the Purchaser's rights of indemnity as against the assets of the trust;

(d) warrants that:

(i) it has the power and authority to enter into this contract and bind the trust; and

(ii) entry into this contract is due administration of the trust; and

must provide a copy of the trust instrument to the Vendor within 2 business days of request.

7. Entire agreement

7.1 No warranty, representation or reliance

The Purchaser acknowledges and agrees that:

(a) this contract represents the whole of the agreement reached between the parties and no other terms, conditions or covenants shall be implied in this contract or arise between the parties by way of collateral or other agreements or by reason of any alleged warranty or representation given or made by one party to the other at the time of or prior to the execution of this contract;

(b) it has not been induced to enter into this contract by any warranty or representation (verbal or otherwise) made by or on behalf of any other party which is not included in this contract; and

(c) despite the terms of this special condition, if any warranty or representation has been made by the Vendor or its agent or representative, then the Purchaser confirms, by execution of this contract, that the Purchaser has placed no reliance on such warranty or representation in executing this contract.

7.2 No objection by Purchaser

Subject to any rights of the Purchaser under any legislation which cannot be excluded, the Purchaser must not Object in respect of the matters dealt with in this special condition 7.

8. Director's guarantees

(a) Where the Purchaser is a corporation (other than a corporation listed on the Australian Stock Exchange), the Purchaser must cause all of its directors to sign the Guarantee when signing this contract.

(b) The Vendor may terminate this contract by giving a written notice to the Purchaser if the Purchaser fails to comply with special condition 8(a) and General Conditions 28.4 and 28.5 will apply upon termination of this contract.

9. Planning Restriction and Property Information

9.1 Planning Restriction

Without limiting General Condition 1, the Purchaser buys the Property subject to any Planning Restriction.

9.2 Purchaser's acknowledgements

The Purchaser acknowledges and agrees that:

(a) a Planning Restriction does not constitute a defect on the Vendor's title to the Property or affect the validity of this contract;

(b) the Property is sold for the Price and the Purchaser is not entitled to any rebate, discount or the benefit of any promotional offer unless it is specifically stated in this contract or in a document which varies this contract which has been executed by the Vendor;

(c) the Purchaser has relied solely on the Purchaser's own inspections and enquiries in relation to:

(i) the fitness or suitability of the Property for any particular purpose of the Purchaser including any financial return, income and investment potential of the Property; and

(ii) the Purchaser's rights and obligations under this contract.

(d) the Property Information was made available to the Purchaser by the Vendor or the Vendor's representatives on the express basis that no representation or warranty was made or given by the Vendor or the Vendor's representatives about the accuracy, currency, exhaustiveness or completeness of the Property Information and the Purchaser has relied solely on the Purchaser's own inspections and enquiries in relation to the Property Information.

9.3 No objection

Subject to any rights of the Purchaser under any legislation which cannot be excluded, the Purchaser must not Object because of anything in connection with any of the matters referred to in special conditions 9.1 and 9.2

10. Registration of Plan

10.1 Application of special condition

This special condition 10 applies where the Land is a lot in an unregistered plan of subdivision as at the Day of Sale.

10.2 Contract conditional on registration of Plan

(a) This contract is conditional upon Registration occurring by the Registration Sunset Date.

(b) The Vendor must (at its cost) take reasonable steps to obtain Registration by the Registration Sunset Date.

(c) The Vendor must give the Purchaser or the Purchaser's legal practitioner or conveyancer written notice of Registration within a reasonable time after the Vendor receives written notification from the Victorian Titles Office.

10.3 Vendor may change Plan

Subject to section 9AC of the Sale of Land Act 1962, the Vendor may alter, amend or vary the Plan in accordance with any requirement of the Vendor, a relevant Authority or the Registrar of Titles (as defined under the Transfer of Land Act 1958 (Vic)).

10.4 Amendments to Plan

(a) The Purchaser may avoid this contract at any time before the Plan is Registered if any amendment to the Plan is made which restricts or limits the use of the Land unless the amendment results from any recommendation of an Authority.

(b) The provisions of this special condition and section 10(1) of the Sale of Land Act 1962 do not apply in respect of the final location of an easement shown on the Plan.

10.5 Minor Alterations

The Purchaser may not Object in respect of any Minor Alterations which the Purchaser agrees will not constitute a variation which materially affects the Land.

10.6 Termination of contract

(a) The Vendor may terminate this contract by giving a written notice to the Purchaser where:

(i) an Authority fails to grant any Approval;

(ii) an Authority grants any Approval on conditions which are not satisfactory to the Vendor; or

(iii) the Vendor reasonably considers any Approval will not be obtained on conditions satisfactory to the Vendor.

(b) If Registration does not occur by the Registration Sunset Date (irrespective of whether the Plan is subsequently deemed to be Registered before the Registration Sunset Date or have priority against other instruments from lodgement), then either party may terminate this contract by notice in writing to the other at any time after the Registration Sunset Date and before notice of Registration is given by the Vendor.

(c) If this contract is terminated pursuant to special conditions 10.6(a) or 10.6(b), the Deposit will be refunded to the Purchaser and neither party will have any further Claim against the other because of the termination.

10.7 No separate title at settlement

(a) If on the Settlement Date a separate certificate of title to the Land has not issued from the Victorian Titles Office, the Purchaser may not Object.

(b) The Purchaser must accept at settlement an order to the registrar of titles directing the registrar of titles to deliver the certificate of title to the Land to the Purchaser or as the Purchaser may direct when the certificate of title issues from the Victorian Titles Office.

11. Completion of Building Works

11.1 Application of special condition

This special condition 11 applies where, as at the Day of Sale, the Building Works are not Practically Complete.

11.2 Major Domestic Building Contract

The Building Works will be carried out under a separate contract that is a major domestic building contract as defined by the Domestic Building Contracts Act 1995 (Vic) and the Purchaser acknowledges that this contract is not a "domestic building contract" as defined by the Domestic Building Contracts Act 1995 (Vic).

11.3 Contract conditional on completion of Building Works

(a) This contract is conditional upon the Practical Completion of the Building Works by the Building Sunset Date.

(b) The Vendor must give notice in writing to the Purchaser when the Building Works are Practically Complete.

(c) If the Building Works Condition is not satisfied by the Building Sunset Date, then either party may terminate this contract by notice in writing to the other, such notice to be given at any time before the Vendor notifies the Purchaser that the Building Works are Practically Complete. Upon termination of this contract pursuant to this special condition 11.3(c), the Deposit will be refunded to the Purchaser and neither party will have any further Claim against the other because of the termination.

11.4 Extension of Building Sunset Date

(a) In consideration of the Vendor incurring (and continuing to incur) liabilities and expenses in connection with the Building Works, the Vendor may extend the Building Sunset Date by giving the Purchaser a notice in writing before the Building Sunset Date if completion of the Buildings Works will be delayed or is not likely to be achieved by the Building Sunset Date.

(b) An extension of the Building Sunset Date under special condition 11.4(a):

(i) may be notified on more than one occasion however the aggregate of all extensions must not exceed a period of 6 months;

(ii) is permitted due to a delay arising from or in connection with any of or a combination of the following matters:

(A) obtaining any Building Approval despite the Vendor or the Builder (as applicable) having taken reasonable steps to obtain such Building Approvals;

(B) any condition or requirement imposed by any Authority;

(C) a revocation of a Building Approval or change in law or requirements of Authorities that affects completion of the Building Works (whether directly or indirectly);

(D) any Force Majeure Event;

(E) proceedings (actual or threatened) by or disputes with surrounding landowners; or

(F) any other cause beyond the control of the Vendor or the Builder;

(iii) must be for a period attributable to the delay; and

(iv) must be notified to the Purchaser together with the information sufficient to allow the Purchaser to be reasonably satisfied that the delay is attributable to one of the factors specified in special condition 11.4(b)(ii).

11.5 Construction of Building Works

Subject to the provisions of this contract, the Vendor will procure that the Builder constructs the Building Works:

(a) generally in accordance with the Specifications; and

(b) in accordance with the Building Approval.

11.6 Variations to Building Works

(a) The Vendor and the Builder may in their absolute discretion make any minor or non-material changes to the Specifications.

(b) The Purchaser acknowledges and agrees that the Vendor and the Builder may also do any or all of the following:

(i) make changes to the Specifications other than those changes referred to in special condition 11.6(a); and

(ii) substitute the materials, finishes, fixtures, fittings or chattels with similar items of a similar (or superior) quality or standard,

which are, in the opinion of the Vendor and/or the Builder:

(iii) dictated by good building practice, the availability of labours or materials or site conditions;

(iv) due to matters beyond the Vendor's or Builder's reasonable control;

(v) in compliance with the Building Approval or the requirement of any Authority;

(vi) due to some matter arising that the Vendor or Builder could not have foreseen or that is outside the Vendor's or Builder's direct control; or

(vii) necessary or desirable, provided the Purchaser is not materially adversely affected.

(c) The Purchaser acknowledges that the Purchaser is not entitled to change any aspect of the Specifications.

11.7 Purchaser obliged to settle

(a) It is a fundamental term of this contract that, provided the Building Works are Practically Complete, if on or before the Settlement Date a dispute arises or has arisen in relation to:

(i) the Building Works;

(ii) any variation to the Building Works;

(iii) the quality or standard of the fixtures, fittings or finishes of the Building Works,

the Purchaser is not entitled to postpone or delay settlement.

(b) The Purchaser must proceed with settlement as required by this contract despite any dispute of the nature contemplated by special condition 11.7(a).

11.8 No objection by Purchaser

Subject to any rights of the Purchaser under any legislation which cannot be excluded, the Purchaser must not Object in respect of the matters dealt with in this special condition 11.

12. Defects

(a) The Purchaser must, notify the Builder of any Defects within 3 months from the Settlement Date by sending written notice of Defects to the address or facsimile specified below for the Builder. The Purchaser may not serve notice of Defects on more than one occasion.

Builder: **Metricon Homes Pty Ltd**

Address: **501 Blackburn Road, Mount Waverley, Victoria 3149**

Facsimile: **(03) 8588 6956**

Attention: **Development Manager, Medium Density**

(b) The Purchaser acknowledges that:

(i) the materials used in the Building Works, including the fittings and finishes, may:

(A) comprise natural products;

(B) exhibit variations in shade, colour, texture, surface finish or markings;

(C) expand, contract or distort over time as a result of exposure to changes in weather;

(D) mark or stain if exposed to certain substances; and

(E) be damaged or disfigured by the Purchaser, after settlement, by impact, scratching or other means; and

(ii) without limitation, none of the matters referred to in special condition 12(b)(i) constitute a defect.

(c) The Purchaser must allow the Builder and its employees, consultants, contractors or agents reasonable access to the Property for the purpose of inspecting and rectifying any Defects.

(d) Subject to any rights of the Purchaser under any legislation which cannot be excluded, the Purchaser must not Object in respect of the matters dealt with in this special condition 12.

13. Purchaser's acknowledgements – Building Works

13.1 Building Works

The Purchaser acknowledges and agrees that:

(a) the Vendor is not and will not be carrying out the Building Works;

(b) the Vendor does not warrant that the Building Works (including any fixtures and fittings) when completed:

(i) will be constructed using the same plans and specifications, standard of work or quality of materials as were used for the construction of any Display Home or other homes:

(A) constructed by the Builder;

(B) which may be made available for inspection by the Builder or its representatives; or

(C) identified by the Builder or its representatives as similar to the Building Works; or

(ii) will be identical in every respect with any Display Home or promotional material used by the Vendor or the Builder for sales purposes;

(c) the Builder may have constructed similar houses to the improvements that form part of the Building Works, but the Vendor cannot identify which, if any, similar homes constructed by the Builder the Purchaser has or may have inspected;

(d) the colours, finishes, facades, appliances and other inclusions in the Building Works may differ to those that appear in any similar homes constructed by the Builder that the Purchaser has or may have inspected;

(e) the Purchaser has made its own enquiries and satisfied itself in relation to the Building Works and the fitness or suitability of the Building Works for any particular purpose of the Purchaser; and

(f) the Vendor is not liable for any act omission or negligence of the Builder or its employees, agents or contractors in connection with the construction of the Building Works including Defects or any failure by the Builder to rectify Defects.

13.2 No objection by Purchaser

Subject to any rights of the Purchaser under any legislation which cannot be excluded, the Purchaser must not Object in respect of the matters dealt with in this special condition.

14. Land Value

(a) The value of the Land and any improvements as at the Day of Sale is the Estimated Land Value.

(b) The Vendor has calculated the Estimated Land Value based on the information available to the Vendor as at the Day of Sale.

(c) The Purchaser must not Object if the value of the land varies from the Estimated Land Value prior to the Settlement Date.

15. Services

(a) The Purchaser acknowledges that:

(i) the Services Access Points or connection points for the Services may be located in the road, the road verge, at the kerb inlet, within the Land or on the boundary of the Land (as applicable); and

(ii) the Vendor has no control over the siting or location of the Services Access Points, service markers, telephone or electricity poles or electricity substations.

(b) The Purchaser is purchasing the Land subject to any Services located within the Land or on the boundary of the Land.

(c) The Purchaser must at its cost arrange for:

(i) the connection of all Services after the Settlement Date; and

(ii) the installation any other services required by the Purchaser.

(d) The Purchaser will not be entitled to Object in respect of:

(i) the nature or location of the Services;

(ii) the nature, location or availability or non-availability of any other service;

(iii) all or any of the Services not being available for connection by the service providers as at settlement;

(iv) whether or not the Land is subject to or has the benefit of any rights or easements in respect of the Services or any other service, or mains, pipes or connections for such services;

(v) any water or sewerage main or any underground or surface stormwater pipe or drain passes through, over or under the Land; and

(vi) any Services Access Points located on the Land and in this regard attention is directed to special condition 16.3.

16. Vendor's works

16.1 Subdivision Works

To the extent that they have not already been performed or completed as at the Day of Sale:

(a) the Vendor undertakes at its cost to perform or cause to be performed the Subdivision Works; and

(b) the Vendor may carry out the Subdivision Works on the Land and surrounding land prior to settlement.

16.2 Works affecting natural surface level

(a) The Vendor discloses to the Purchaser that there are no works affecting the natural surface level of the Land or any land abutting the Land which is in the same subdivision as the Land which to the Vendor's knowledge have been carried out on that land after the certification of the Plan and before the Day of Sale or are at the Day of Sale being carried out or proposed to be carried out on that land except any works which may be disclosed on the Surface Levels Plan.

(b) The Vendor may undertake works affecting the natural surface level of the Land in accordance with the Surface Levels Plan by cutting, excavating, grading, levelling, placing fill or placing soil on the Land, removing soil from the Land or by carrying out any other works on the Land.

16.3 Purchaser's acknowledgements

The Purchaser acknowledges and agrees that:

(a) the Subdivision Works may include:

(i) Services Access Points located within the boundary of the Land; and

(ii) street trees planting,

which may affect the location of any driveway; and

(b) the Subdivision Works may include construction of Retaining Structures on the Land; and

(c) the Subdivision Works may not be fully completed by the Settlement Date and the Purchaser grants the Vendor (including any employees, officers, contractors and consultants of the Vendor) a licence to access the Land following the Settlement Date to complete any Subdivision Works.

16.4 No objection

The Purchaser must not Object in relation to any Subdivision Works or any matter referred to in special condition 16.3.

17. Vendor's additional rights to terminate

17.1 Incapacity of Purchaser

If the Purchaser being a natural person, dies or becomes incapable because of unsoundness of mind to manage the Purchaser's own affairs, then the Vendor may terminate this contract by giving the Purchaser a written notice and the Deposit will be refunded to the Purchaser upon termination of this contract.

17.2 Insolvency of Purchaser

Without affecting any of the Vendor's other rights or remedies, if the Purchaser:

(a) being a corporation:

(i) goes into liquidation or provisional liquidation or an application is made for it to be wound up;

(ii) has a receiver, manager, receiver and manager, administrator, controller (as defined in section 9 of the Corporations Act 2001 (Cth)) or similar officer appointed to it or any of its assets;

(iii) makes an assignment for the benefit of or enters into an arrangement or composition with its creditors;

(iv) is insolvent or presumed insolvent under the Corporations Act 2001 (Cth) or stops payment of any of its debts; or

(v) anything occurs in connection with the Purchaser under the law of any applicable jurisdiction (other than under the Bankruptcy Act 1966) having a substantially similar effect to the events specified in this special condition 17.2(a); or

(b) being a natural person, becomes bankrupt,

the Purchaser is regarded as not having complied with this contract in an essential respect and the Vendor can terminate this contract and General Conditions 28.4 and 28.5 will apply upon termination of this contract.

18. Settlement

18.1 Registered Plan

If the Land is a lot in a Registered Plan as at the Day of Sale, the Settlement Date will be the latest of:

(a) the date which is 30 days from the Day of Sale; and

(b) the date which is 14 days from the date the Vendor notifies the Purchaser in writing that the Building Works are Practically Complete; and

(c) the Settlement Date (if any) nominated in the Particulars of Sale of this contract.

18.2 Unregistered Plan

If the Land is a lot in an unregistered Plan as at the Day of Sale, the Settlement Date will be the latest of:

(a) the date which is 30 days from the Day of Sale;

(b) the date which is 14 days from the date the Vendor notifies the Purchaser in writing of Registration;

(c) the date which is 14 days from the date the Vendor notifies the Purchaser in writing that the Building Works are Practically Complete; and

(d) the Settlement Date (if any) nominated in the Particulars of Sale of this contract.

18.3 Settlement place and time

Settlement must occur on the Settlement Date at the offices of the Vendor at Level 7, 452 Flinders Street, Melbourne, Victoria (unless otherwise nominated by the Vendor), at a time nominated by the Vendor.

19. Adjustment to outgoings

19.1 General

General Condition 15.2 shall be read so that if the Land is not rated separately as at the Settlement Date, then the amount of any rates, taxes, assessments or other outgoings shall be apportioned between the Vendor and the Purchaser on the basis of the area which the Land bears to the total area of the land the subject of those rates, taxes, assessments or other outgoings.

19.2 Payment of periodic outgoings

(a) The Vendor undertakes to pay all periodic outgoings by the due date for payment whether that occurs before or after the Settlement Date.

(b) Periodic outgoings shall be apportioned between the Vendor and the Purchaser on the basis that the Vendor has paid each of them for the rating year in which the Settlement Date falls irrespective of whether they have actually been paid.

(c) The Purchaser may not delay settlement on the ground that there are periodic outgoings unpaid on the Settlement Date.

(d) General Condition 15.2 shall be read subject to this special condition.

19.3 Land tax if settlement delayed

(a) If as a result of the Purchaser's breach or an extension requested by the Purchaser, settlement of this contract takes place on a date that is after 31 December immediately following the original Settlement Date then:

(i) the Purchaser's breach or extension will result in an increase in the Vendor's land tax assessment for the Land Tax Year(s) following the original Settlement Date as a result of the Property continuing to be included in the Vendor's total landholdings in the State of Victoria; and

(ii) the additional land tax that the Vendor will incur in accordance with this special condition is a reasonably foreseeable loss or cost incurred by the Vendor as a direct result of the Purchaser's breach or extension of this

contract in respect of which the Vendor is entitled to compensation or reimbursement from the Purchaser.

(b) If this special condition applies then on the Settlement Date, in addition to the balance of the Price and any other money payable to the Vendor under this contract, the Purchaser must pay to the Vendor as compensation or reimbursement on account of the additional land tax being incurred by the Vendor, an amount equal to 2.25% of:

(i) the taxable value of the Land (as defined in the Land Tax Act 2005 (Vic)) for each relevant Land Tax Year(s); or

(ii) if there is no separate unimproved value for the Land for any Land Tax Year(s), the amount reasonably determined by the Vendor as the estimated taxable value for the relevant Land Tax Year(s) (being an amount no greater than the Price).

(c) If the additional land tax payable by the Vendor under special condition 19.3(a)(ii) is:

(i) less than the amount paid by the Purchaser under special condition 19.3(b), the Vendor must refund the difference to the Purchaser; or

(ii) more than the amount paid by the Purchaser under special condition 19.3(b), the Purchaser must pay the difference to the Vendor,

within 7 days of being served with a written demand for payment from the other party.

19.4 Statement of adjustments

(a) The Vendor must prepare the statement of adjustments and deliver these to the Purchaser or its legal practitioner or conveyancer not later than 5 Business Days prior to the Settlement Date.

(b) The Purchaser must confirm to the Vendor within 2 Business Days of receiving the statement of adjustments that it either accepts or queries the contents of that statement.

20. Owners Corporation and the Act

20.1 Property sold subject to the Act

The Property is sold subject to:

(a) the provisions of the Act and any rules and regulations under it;

(b) the schedule of lot entitlement and liability on the Plan;

(c) any rules of the Owners Corporation made in accordance with the Owners Corporation Act 2006 (Vic) or any applicable model rules prescribed under the Owners Corporations Regulations 2007 (Vic) ; and

(d) any encumbrance for the time being affecting the common property or the Property created by any instrument which has been recorded on the Plan or by the Act.

20.2 Purchaser to comply

As from the Settlement Date the Purchaser must:

(a) comply with the provisions of the Act and assume the responsibility of the Vendor as if the Purchaser were the registered proprietor of the Land;

(b) be bound by the rules of the Owners Corporation;

(c) indemnify the Vendor against any Claim arising out of any proceeding issued by or against the Owners Corporation or arising out of the breach of this special condition by the Purchaser.

20.3 Purchaser's acknowledgements

The Purchaser acknowledges and agrees that on registration of the Plan, the Vendor proposes (but is not obliged) to:

(a) hold the first meeting of the Owners Corporation; and

(b) appoint a manager to the Owners Corporation.

20.4 Exercise of member's rights

While the Vendor remains the owner or occupier of any part or parts of the Development, the Purchaser must:

(a) exercise its rights as a member of the Owners Corporation as directed by the Vendor (acting reasonably) from time to time;

(b) ratify any resolution of the Owners Corporation which:

(i) appoints a manager for the Owners Corporation; and

(ii) determines what Owners Corporation fees or levies will be payable by the Purchaser.

(c) not exercise any of its rights or powers as a member of the Owners Corporation or any committee of the Owners Corporation in such a way as would hinder or prevent the Vendor's carrying out of the matters in special condition 22.

20.5 Adjustment of Owners Corporation charges

General condition 15.1 shall be read as if the words "all periodic outgoings" include contributions to the Owners Corporation.

21. Retaining Structures

21.1 Application of special condition

This special condition 21 applies if the Retaining Structures:

(a) have been constructed on the Land (whether wholly or partially) by the Vendor as at the Day of Sale; or

(b) will be constructed on the Land by the Vendor after the Day of Sale.

21.2 Purchaser's obligations

The Purchaser must:

(a) not do anything or cause anything to be done to affect the structural integrity of the Retaining Structures;

(b) keep and maintain the Retaining Structures in a sound structural condition; and

(c) repair any damage to the Retaining Structures including any damage to drains or disturbance to backfill caused by the construction of structures (including any fencing) above, adjacent to or near the Retaining Structures.

21.3 No objection

Subject to any rights of the Purchaser under any relevant legislation which cannot be excluded, the Purchaser must not Object to the Retaining Structures or in respect of any other matter dealt with in this special condition 21.

21.4 Indemnity

The Purchaser is liable for and indemnifies the Vendor on demand against all Claims arising from or in connection with:

(a) any damage to the Retaining Structures caused or contributed to by any act, omission or negligence of the Purchaser, the Purchaser's builder or any other person acting on the Purchaser's behalf;

(b) any damage to the Purchaser's dwellings or structures constructed on the Land adjacent to or near the Retaining Structures; or

(c) any failure by the Purchaser to comply with its obligations under special condition 21.2.

21.5 No merger

This special condition 21 does not merge on settlement or termination of this contract.

22. Development of Estate

22.1 Development of Estate

The Purchaser acknowledges that:

(a) the Land forms part of the Development. which forms part of the Estate;

(b) the Development and the Estate, will be progressively developed in stages over time and may not be completely developed by the date of Registration or the Settlement Date;

(c) the timing for commencement and completion of each stage of the development of the Development and the Estate will be determined by the Vendor in the Vendor's absolute discretion;

(d) parts of the Development or the Estate may be consolidated, subdivided or left as they are or sold by the Vendor in the Vendor's absolute discretion and may be used for any permissible purpose under the relevant planning legislation;

(e) any promotional or other material showing the proposed development of the Development or the Estate represents the Vendor's current vision for the Development and the Estate and is subject to change;

(f) the name of roads and parks shown on the Proposed Plan or on any other material relating to the Development or the Estate may change;

(g) the staging of the lots to be created as part of the development of the Development or the Estate (as may be shown in the Proposed Plan) may change; and

(h) the Development and the Estate may or may not include playgrounds, parklands, lakes or water courses, sports grounds, retail and commercial developments, child care centres, schools, medium density dwellings, community facilities, townhouses, multiple dwelling lots or duplexes, villas, cycling facilities and public open spaces.

22.2 Development Activities

As a result of the matters outlined in special condition 22.1, the Land, the Purchaser and occupiers of the Land may be affected by the Development Activities. The Development Activities may result in any of the following (without limitation):

(a) noise, dust, vibration and disturbance to the occupiers of the Land within the lawful requirements of any relevant Authority and during any hours permitted by any relevant Authority;

(b) temporary obstruction or interference with any services to the Land;

(c) access to the Land being temporarily diverted during the course of the Development Activities;

(d) construction traffic adjacent to or passing by the Land;

(e) construction waste being located near or in close proximity to the Land;

(f) damage to driveways, landscaping or footpaths; or

(g) other disruptions, disturbances or inconveniences associated with the Development Activities.

22.3 Selling and Leasing Activities

Until the Vendor completes the sale of all proposed residential and other lots within the Estate, the Vendor and persons authorised by the Vendor are entitled to and will conduct Selling and Leasing Activities.

22.4 No objection

The Purchaser must not:

(a) Object in respect of the matters dealt with in this special condition 22; or

(b) enforce any judgment or order against the Vendor or other party carrying out the Development Activities unless the Development Activities are not being carried out in accordance with the relevant consent Authority approvals or lawful requirements.

23. Caveat by Purchaser

(a) The Purchaser must not lodge or permit to be lodged any caveat affecting the Property or the Vendor's surrounding land.

(b) The Purchaser must complete this contract even if a caveat has been lodged over the Property by any person claiming through or under the Purchaser.

24. Personal property securities register

(a) Any Security Interest registered in respect of the Vendor under the PPSA is not an Encumbrance for the purposes of this contract.

(b) The Purchaser must not Object to any Security Interest and the Purchaser agrees that the Vendor is not required to:

(i) release or otherwise discharge any Security Interest; or

(ii) produce to the Purchaser a deed of release of the Property (or any part of the Property) from the Security Interest at or prior to settlement.

25. Vendor's right to transfer Property

The Vendor may transfer its interest in the Property and assign its rights and obligations under this contract without the Purchaser's consent. If the Vendor does so, then:

(a) the terms of this contract (including any Guarantee) will remain binding on the Purchaser and the Guarantor and will be enforceable by the assignee or transferee;

(b) the original Vendor will be released from all obligations (including those arising prior to the transfer and assignment) under this contract on delivery to the Purchaser of a deed of covenant or a deed of novation signed by the assignee or transferee agreeing to be bound by the Vendor's obligations under this contract; and

(c) the Purchaser will not Object to any reasonable methods employed by the Vendor in its endeavours to sell other land including, the use or placement of signs, provided that the Vendor does not unreasonably interfere with the Purchaser's use of the Property.

26. Nomination

26.1 Purchaser may nominate

If the Purchaser is not in default under this contract, then at any time up to 21 days before the Settlement Date, the Purchaser may nominate a substitute or additional purchaser by delivering to the Vendor's Representative:

(i) a completed and executed notice of nomination; and

(ii) a copy of the completed and executed "Purchaser Declaration" in the form approved from time to time by the Commissioner for State Revenue.

26.2 Purchaser remains liable

The Purchaser remains personally liable for the performance of all of the purchaser's obligations under this contract despite the nomination of any substitute or additional purchaser.

27. Confidentiality

(a) The parties agree that the matters set out in this contract are strictly confidential. Subject to special condition 27(b), the parties must not disclose the terms or contents of this contract to any third party except:

(i) where required by law or a stock exchange; or

(ii) where required to allow the party to perform its obligations under this contract; or

(iii) to the party's employees, auditors, legal advisors, accountants, agents, contractors or financiers or its financiers' legal advisors; or

(iv) with the consent of the other party.

(b) The Purchaser consents to the Vendor:

(i) disclosing the terms or contents of this contract to any potential purchaser of the Vendor's interest in the Property; and

(ii) making any announcement it considers appropriate in relation to the Vendor or its business which may include information relating to this contract.

28. Personal information

(a) The Purchaser:

(i) acknowledges the Vendor has collected personal information (as determined in the Privacy Act 1988 (Cth)) of the Purchaser for the purposes set out in the Privacy Policy; and

(ii) consents to the Vendor disclosing the personal information of the Purchaser that it has collected to:

(A) the parties disclosed in the Privacy Policy to whom the Vendor may disclose personal information; and

(B) the Builder.

(b) The Purchaser acknowledges that the Vendor has no control over how the recipient third parties referred to in special condition 28(a)(ii) (other than related bodies corporate of the Vendor) (**Recipient Third Parties**) may use, disclose or otherwise handle the Purchaser's personal information which has been disclosed to them.

(c) The Vendor is not liable for and the Purchaser releases the Vendor from all Claims arising from or in connection with how the Recipient Third Parties use, disclose or otherwise handle the Purchaser's personal information.

29. GST

29.1 Construction

In this special condition 29:

(a) words and expressions which are not defined in this contract but which have a defined meaning in GST Law have the same meaning as in the GST Law;

(b) GST Act means A New Tax System (Goods and Services Tax) Act 1999; and

(c) GST Law has the meaning given to that expression in the GST Act.

29.2 Consideration and GST

(a) The Price includes any GST payable on the supply of the Property to the Purchaser under or in connection with this contract.

(b) For any other supply under this contract, unless expressly stated, all prices and other sums payable or consideration to be provided under this contract for those supplies are exclusive of GST.

29.3 Payment of GST

Except where the consideration for the supply expressly includes GST, if GST is payable on any supply made under this contract, the recipient will pay the supplier an additional amount equal to the GST payable on the supply.

29.4 Timing of GST payment

The recipient will pay the amount referred to in special condition 29.3 in addition to and at the same time and in the same manner that the consideration for the supply, or the first part of the consideration for the supply as appropriate, is to be provided under this contract.

29.5 Tax invoice

The Vendor will not provide the Purchaser with a tax invoice to the extent the margin scheme applies to a supply made under this contract.

29.6 Adjustment event

If an adjustment event arises in respect of a taxable supply made by a supplier under this contract, the consideration to be paid or provided will be recalculated to reflect the adjustment event and a payment will be made by the recipient to the supplier or by the supplier to the recipient as the case requires.

29.7 Reimbursements

Where a party is required under this contract to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:

(a) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party, or to which the representative member for a GST group of which the other party is a member, is entitled; and

(b) if the payment or reimbursement is subject to GST, an amount equal to that GST.

30. General

30.1 Variation

A provision or right created under this contract cannot be varied except in writing signed by or on behalf of the parties.

30.2 Indemnities

(a) Each indemnity in this contract is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this contract.

(b) Unless otherwise specified in this contract, it is not necessary for a party to incur expense or make payment before enforcing a right of indemnity conferred by this contract.

30.3 Duty and registration fees

(a) The Purchaser must pay all duty on this contract and on any guarantee, deed or other document contemplated by this contract and any registration fees relating to the transfer of the Property to the Purchaser. The Purchaser indemnifies the Vendor in respect of any duty and registration fees.

(b) If the Vendor is required to pay any duty, the Vendor may recover the amount paid from the Purchaser (and/or Guarantor) as a liquidated debt.

30.4 Waiver

(a) Failure to exercise or enforce or a delay in exercising or enforcing or the partial exercise or enforcement of any right, power or remedy provided by law or under this contract by any party will not in any way preclude, or operate as a waiver of, any exercise or enforcement, or further exercise or enforcement of that or any other right, power or remedy provided by law or under this contract.

(b) Any waiver or consent given by any party under this contract will only be effective and binding on that party if it is given or confirmed in writing by that party.

(c) No waiver of a breach of any term of this contract will operate as a waiver of another breach of that term or of a breach of any other term of this contract.

30.5 Counterparts

(a) This Contract may consist of a number of counterparts and the counterparts taken together constitute on document.

(b) The exchange of executed counterparts by facsimile or email (or a combination of facsimile and email) will create a binding contract.

31. Commercial interests

(a) The Vendor discloses and the Purchaser acknowledges that many provisions contained in this contract are reasonably necessary to protect the Vendor's legitimate commercial interests by providing the Vendor with sufficient flexibility in relation to:

(i) design and services changes and the like; and

(ii) compliance with requirements of Authorities,

which may arise during the course of the Vendor's development having regard to the nature and current state of the Vendor's development, including:

(iii) the reservation of the Vendor's rights in relation to services and the like contained in special condition 15; and

(iv) the restriction on the Purchaser's rights to make claims, requisitions, rescind or terminate contained in this contract.

(b) The provisions identified in this special condition 31 as being in the Vendor's legitimate commercial interest are not to be construed as being the only provisions within the contract or aspects of the development, which are in the Vendor's legitimate commercial interests.

32. Section 173 Agreement

32.1 Vendor's right to register Section 173 Agreement

The Purchaser acknowledges and agrees that the Vendor has entered into an agreement under Section 173 of the Planning and Environment Act 1987 (Vic) **(Section 173 Agreement)** a copy of which is attached to the Vendor Statement.

32.2 Purchaser consents

The Purchaser consents to the Vendor entering into the Section 173 Agreement and it being registered on the certificate of title to the Land.

32.3 Purchaser acknowledgement

The Purchaser acknowledges that:

(a) it buys the Land subject to the Section 173 Agreement as entered into by the Vendor;

(b) must not Object because of the Section 173 Agreement; and

(c) must promptly procure the consent of any proposed mortgagee, charge or caveator of the Land to the Section 173 Agreement if asked to do so by the Vendor.

33.
ANNEXURE A – Additional Special Conditions

34. Additional definitions

In these special conditions:

Bank means an authorised deposit taking institution within the meaning of the Banking Act 1959 (Cth).

Bank Guarantee means an unconditional and irrevocable guarantee or undertaking in favour of the Vendor issued by a Bank, which complies with the requirements in special condition 40.1.

FAAT Legislation means the Foreign Acquisitions and Takeovers Act 1975 (Cth) and Foreign Acquisitions and Takeovers Regulations 1989 (as amended from time to time).

FIRB means Foreign Investment Review Board.

FIRB Approval means a written notice or advice issued by or on behalf of the Treasurer of the Commonwealth of Australia confirming that there is no objection to the purchase of the Property by the Purchaser.

FIRB Approval Date means the date that is 45 days after the Day of Sale.

Minimum Percentage means 80% of the Lots on the Plan.

Sales Contract means the contracts for the sale of house and land packages within the relevant stage of the Development.

Sales Date means the date that is twelve (12) months from the Day of Sale.

Schedule 1 means the document attached to this contract and entitled "Schedule 1".

Schedule 2 means the document attached to this contract and entitled "Schedule 2".

Selection End Date means 28 July 2017.

Upgrades means the various items of upgrades listed under the heading of "Upgrades " in the attachment at **Schedule 2**.

35. Contract conditional on sales

(a) This contract is conditional upon the Vendor entering into the Minimum Percentage of Sale Contracts by the Sales Date.

(b) If the Vendor has not entered into the Minimum Percentage of Sale Contracts by the Sales Date, the Vendor may elect to terminate this contract by notice in writing to the Purchaser given at any time after the Sales Date and before the Vendor has entered into the Minimum Percentage of Sale Contracts.

(c) If the Vendor terminates this contract pursuant to clause 35(b) then:

(i) the Vendor must return to the Purchaser the Deposit less any bank or government charges; and

(ii) the Purchaser shall not be entitled to any compensation from the Vendor for any costs, fees or other expenses paid or incurred by the Purchaser arising out of or in connection with this contract.

(d) The condition in special condition 35(b) is for the benefit of the Vendor and may be waived by the Vendor in its absolute discretion at any time by notice in writing to the Purchaser.

36. Foreign Acquisitions and Takeovers Act

(a) The Purchaser warrants that either:

(i) approval from FIRB is not required to the Purchaser's purchase of the Property; or

(ii) the Purchaser has obtained any necessary approval from FIRB to the purchase of the Property.

(b) The Purchaser indemnifies the Vendor on demand against all Claims arising from or in connection with a breach by the Purchaser of the warranty given in special condition 36(a).

37. Foreign Investment Review Board Approval

37.1 Application of special condition

The parties acknowledge and agree that:

(a) this special condition 37 applies if the Purchaser has indicated in Schedule 1 that the Purchaser requires FIRB Approval; and

(b) accordingly, special condition 36 does not apply.

37.2 Contract conditional

This contract is subject to and conditional upon the Purchaser obtaining the FIRB Approval for the purchase of the Property on or before the FIRB Approval Date.

37.3 Purchaser's obligations

The Purchaser must:

(a) within 7 days after the Day of Sale, apply to FIRB to obtain the FIRB Approval and within 2 days of making the application, provide the Vendor with a copy of the application and FIRB's acknowledgement of receipt of that application;

(b) use best endeavours to obtain FIRB Approval on or before the FIRB Approval Date;

(c) upon request, provide the Vendor with:

(i) copies of all written communications and documents sent to or received from FIRB in connection with the Purchaser's application for the FIRB Approval; and

(ii) updates (including copies of any relevant correspondence or documents) of the Purchaser's progress with obtaining the FIRB Approval; and

(d) notify the Vendor within 2 days of becoming aware of the outcome of the application for the FIRB Approval and provide the Vendor with a copy of FIRB's advice.

37.4 FIRB Approval obtained

This contract will become unconditional on the date the Vendor receives written notice from the Purchaser that the Purchaser has obtained the FIRB Approval. A copy of the FIRB Approval must accompany such notice.

37.5 FIRB Approval refused or not obtained

(a) This contract is immediately terminated if the Treasurer of the Commonwealth of Australia objects to or makes an order prohibiting the Purchaser from purchasing the Property.

(b) If the FIRB Approval has not been obtained by the FIRB Approval Date, either party may terminate this contract by written notice to the other party at any time after the FIRB Approval Date and before the FIRB Approval is obtained.

(c) If this contract is terminated pursuant to special conditions 37.5(a) or 37.5(b), the Deposit will be refunded to the Purchaser and neither party will have any Claim against the other party because of the termination.

37.6 Compliance with FIRB Approval conditions

(a) The Purchaser must use best endeavours to comply with the conditions of the FIRB Approval, if any are imposed.

(b) The Purchaser indemnifies the Vendor on demand against all Claims arising from or in connection with the Purchaser's failure to comply with special condition 37.6(a).

(c) This special condition 37.6 does not merge on completion of this contract.

38. Upgrades

The Purchaser acknowledges that:

(a) at the date of the Contract, the Purchaser may select various upgrades to the Property by selecting the upgrades specified in **Schedule 2**;

(b) if the Purchaser selects any of the Upgrades, the Purchaser must, on the Settlement, pay to the Vendor, in addition to the balance of the Price, the cost of such Upgrades as set out in **Schedule 2;** and

(c) if at the date of the Contract, the Purchaser does not make any selection of Upgrades in **Schedule 2,** then this special condition 38 will have no application and is to be disregarded.

39. Internal Colour Scheme

The Purchaser acknowledges and agrees that:

(a) provided that the date of the Contract is prior to the Selection End Date, the Purchaser must insert an internal colour scheme for the Property in **Schedule 1**;

(b) if the Purchaser has not inserted an internal colour scheme for the Property in **Schedule 1** at the date of the Contract or the date of the Contract is on or from the Selection End Date, then the Vendor may in its absolute discretion decided which internal colour scheme is to apply in respect of the Property; and

(c) if the Purchaser has inserted an internal colour scheme in **Schedule 1** pursuant to special condition 39(a) or the Vendor has made the selection pursuant to special condition 39(b), the Purchaser has no right to vary the internal colour scheme and the Purchaser must not Object or have any right to require the Vendor to provide an internal colour scheme for the Property other than that selected.

40. Deposit by way of Bank Guarantee

40.1 Provision of Bank Guarantee

(a) The Purchaser may give the Vendor a Bank Guarantee instead of cash or a cheque for the Deposit.

(b) The Bank Guarantee must:

(i) be issued by a Bank and be on terms and in a form which is acceptable to the Vendor in its absolute discretion;

(ii) be for the full amount of the Deposit;

(iii) contain an undertaking to pay the Vendor on demand without reference to the Purchaser; and

(iv) have no expiry date.

(c) The Purchaser must give the Vendor the original Bank Guarantee on the Day of Sale.

40.2 Purchaser's obligations

(a) If prior to the Settlement Date, the Bank Guarantee provided by the Purchaser is revoked or cancelled, then provided the Bank Guarantee has not been called on, the Purchaser must within 14 days of receiving a written demand from the Vendor, pay the amount of the Deposit to the Stakeholder or give the Vendor a replacement Bank Guarantee which is acceptable to the Vendor in its absolute discretion.

(b) If the Purchaser breaches its obligations under special condition 40.2(a), then the Vendor may terminate this contract after giving the Purchaser a written default notice and for the purposes of this special condition 40.2(b), General Condition 27.2(b) is varied by deleting "14 days" and inserting "one day".

40.3 Refund of Deposit

If the Purchaser is entitled to a refund of the Deposit under this contract then the obligation of the Vendor to refund the Deposit is satisfied by the Vendor returning the original Bank Guarantee to the Purchaser.

40.4 Obligations at settlement

At settlement:

(a) despite General Conditions 10.1(a) and 11.3, the Purchaser must pay the full amount of the Price (including the amount of the Deposit) and any other amount payable by the Purchaser to the Vendor under this contract as the Vendor directs; and

(b) provided the Purchaser complies with special condition 40.4(a), the Vendor must return the original Bank Guarantee to the Purchaser.

40.5 Restriction on calling on Bank Guarantee

The parties agree the Bank Guarantee cannot be called on by the Vendor prior to registration of the Plan or while this Contract remains on foot.

ANNEXURE B – Surface Levels Plan

ANNEXURE C - Guarantee and Indemnity

To: Stockland Highlands Pty Ltd **(Vendor)**

I/We,

of **(Guarantor)**

hereby request that you accept the offer of **(Purchaser)**

and enter into a binding agreement with the Purchaser upon the terms of the Contract to which this guarantee and indemnity is annexed.

1. Definitions and interpretation

(a) In this guarantee and indemnity:

Contract means the contract for sale of the Property to which this guarantee and indemnity is annexed between the Vendor and the Purchaser dated on or about the date of this guarantee and indemnity.

Guaranteed Money means all amounts which at any time for any reason or circumstance are payable, are owing but not currently payable, are contingently owing or remain unpaid (or which are reasonably foreseeable as likely, after that time, to fall within any of those categories), by the Purchaser to the Vendor in connection with the Contract or any transaction contemplated by it, whether at law, in equity, under statute or otherwise.

Guaranteed Obligations means all express or implied obligations of the Purchaser to the Vendor in connection with the Contract or any transaction contemplated by it.

(b) Definitions and rules of interpretation that apply in the Contract also apply in this guarantee and indemnity unless the context requires otherwise.

2. Provision of guarantee

(a) The Guarantor gives this guarantee and indemnity in consideration of the Vendor agreeing to enter into the Contract.

(b) The Guarantor acknowledges incurring obligations and giving rights under this guarantee and indemnity for valuable consideration received from the Vendor including the agreement of the Vendor to enter into the Contract.

3. Guarantee unconditional

The Guarantor unconditionally and irrevocably guarantees payment to the Vendor of the Guaranteed Money and unconditionally and irrevocably guarantees the due and punctual performance of the Guaranteed Obligations.

4. Guaranteed Money

If the Purchaser does not pay the Guaranteed Money on time and in accordance with the terms of the Contract or any other document under which they are to be paid, then the Guarantor agrees to pay the Guaranteed Money to the Vendor on demand from the Vendor (whether or not demand has been made on the Purchaser). A demand may be made at any time and from time to time.

5. Guaranteed Obligations

If the Purchaser does not duly and punctually perform the Guaranteed Obligations in accordance with the terms of the Contract or any other document under which they are to be performed, then the Guarantor agrees to perform the Guaranteed Obligations on demand from the Vendor (whether or not demand has been made on the Purchaser). A demand may be made at any time and from time to time.

6. Indemnity

As a separate undertaking, the Guarantor is liable for and indemnifies the Vendor on demand against:

(c) all liability or loss arising from, and any costs, charges or expenses incurred in connection with, the Guaranteed Money not being recoverable from the Guarantor or from the Purchaser because of any circumstance whatsoever; and

(d) all liability or loss arising from, and any costs, charges or expenses incurred in connection with, the Guarantee Obligations not being duly and punctually performed because of any circumstance whatsoever.

7. Continuing obligation

This guarantee and indemnity is a continuing security and extends to all of the Guaranteed Money and other money payable under this guarantee and indemnity and to all the Guaranteed Obligations. The Guarantor waives any right it has of first requiring the Vendor to proceed against or enforce any other right, power, remedy or security or claim payment from the Purchaser or any other person before claiming from the Guarantor under this guarantee and indemnity.

8. Liability

The liabilities under this guarantee and indemnity of the Guarantor as a guarantor, principal debtor, principal obligor or indemnifier and the rights of the Vendor under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including one or more of the following:

(a) the Vendor or another person granting time or other indulgence to, compounding or compromising with or releasing the Purchaser;

(b) acquiescence, delay, acts, omissions or mistakes on the part of the Vendor; or

(c) any variation or novation of a right of the Vendor, or alteration of the Contract or a document, in respect of the Purchaser.

9. No claims by Guarantor

As long as the Guaranteed Money or other money payable under this guarantee and indemnity remains unpaid or the Guaranteed Obligations or any of them remain unperformed, the Guarantor may not, without the consent of the Vendor:

(a) make a claim or enforce a right (including a mortgage, charge or other encumbrance) against the Purchaser, the Property or any other property of the Purchaser; or

(b) prove in competition with the Vendor if a liquidator, provisional liquidator, official manager or trustee in bankruptcy is appointed in respect of the Purchaser or the Purchaser is otherwise unable to pay its debts when they fall due.

10. Representations and warranties

The Guarantor represents and warrants that its obligations under this guarantee and indemnity are valid and binding and that it does not enter into this guarantee and indemnity in the capacity of a trustee of any trust or settlement.

11. General

11.1 Costs

The Guarantor agrees to pay or reimburse the Vendor on demand for the Vendor's costs in making, enforcing and doing anything in connection with this guarantee and indemnity including legal costs on whichever is the higher of a full indemnity basis or solicitor and own client basis. Money paid to the Vendor by the Guarantor must be applied first against payment of costs under this clause, then against other obligations under this guarantee and indemnity.

11.2 Vendor may assign

The Vendor may assign or otherwise deal with its rights under this guarantee and indemnity.

11.3 Joint and several

Every covenant, acknowledgment or provision expressed or implied in this guarantee and indemnity by which more than one person covenant, acknowledge, agree or undertake bind those persons jointly and each of them severally and every covenant, acknowledgment, agreement or provision expressed or implied in this guarantee and indemnity which applies to more than one person apply to those persons jointly and each of them severally.

Signed as a deed this day of 20 .

Signed sealed and delivered by the **Guarantor** in the presence of:

Signature of Witness

Name of Witness in full

Signature

Name:

Secretary/Director

Signed sealed and delivered by the **Guarantor** in the presence of:

Signature of Witness

Name of Witness in full

Signature

Name:

Secretary/Director

ANNEXURE D – Specifications

This page is intentionally blank

TOWNLIVING™
by metricon

Technical Specification

Version 05 Dated 23/11/2017 – Alternative Base Specification
Alpha/Bale/Bond/Capri/Melrose/Sigma

EXTERNAL FEATURES:	**Slab:**	Class 'H1' Engineered designed Waffle Pod Slab
	Brickwork:	Bricks from Builder's selection
	Mortar Joints:	Natural colour round iron joints
	Render:	Acrylic texture coating render from Builder's selection (Facade specific, refer working drawing for extent of cover)
	Light Weight Cladding:	Fibre Cement products or feature timber panelling to areas as per standard working drawings (Product Specific)
	Roof Cover:	**Tiles:** Concrete roof tiles from Builder's selection (Product Specific) **Colorbond:** Corrugated roof from Builder's selection (Product Specific) **Metal:** Steel metal deck roof from Builder's selection (Product Specific)
	Roof Plumbing:	Colorbond metal fascia and barge. Colorbond Quad gutter with 100 x 50mm rectangular downpipes. Rainheads: Colorbond Metal Square Flat bottom or Half Round (Product Specific)
	Entry Door:	**Front:** Hume Newington Range 'XN1' 2040mm high x 820 or 870mm wide (product specific refer working drawings) 2040 x 820 or 870mm wide (product specific refer working drawings) **Rear / Laundry:** Duracote Tempered Hardboard door 2040 x 820. (Product Specific, refer working drawings)
	Door Furniture:	**Front Door:** Key-in-knob entry set with deadbolt satin chrome finish **External Hinged Door:** Key-in-knob entry set (Refer Internal Colour Scheme for finish) **Door Stop:** 75mm, White
	Entry Frame:	**Front:** 'Timber with aluminium sill & clear glazed sidelight(s) (Product Specific) **Laundry (Sliding door):** Refer "Sliding & French Doors" item below **Rear / Laundry (Hinged door):** Aluminium powdercoat or Timber (Product Specific, refer working drawings)
	Windows:	Aluminium awning & sliding, powdercoat finish. Feature windows to front facade (Product Specific) **Note:** Flyscreens & Locks to all openable windows
	Sliding & French Doors:	Aluminium, powdercoat finish (Product Specific, refer working drawings)
FRAMING:	**Walls:**	90mm Timber frame
	Roof:	Timber roof trusses
	Party wall:	Lightweight timber fireproof & acoustic system to BCA requirements
INSULATION:	**Ceiling:**	R4.0 Glasswool batts to house only
	External walls:	R2.0 Glasswool batts (including party wall between house and garage) plus weather wrap to ground & first floor, joins in weather wrap to be taped and gaps around windows/doors sealed
PAINTWORK:	**External:**	**2 Coat System.** (Refer Internal Colour Scheme for finish) **Front door:** Sealer undercoat with enamel gloss top coat **Other Hinged Doors:** Sealer undercoat with Low Sheen acrylic top coats **Fascia, gutter & downpipes:** Colorbond (Maximum two colours) **Woodwork:** Low Sheen acrylic (one colour)
	Internal:	**Woodwork and Doors:** Sealer undercoat with enamel gloss top coat (Doors, skirting & architraves to be one colour) **Ceilings:** Flat acrylic (one colour throughout) **Walls:** Sealer undercoat and top coat washable Low Sheen acrylic (one colour throughout)
INTERNAL FEATURES:	**Ceiling Height:**	**Single Storey:** 2550mm throughout **Double Storey:** 2550mm to ground floor and 2550 to first floor (Product Specific)
	Room Doors:	Flush panel 2040mm high to 2550mm high ceiling
	Room Door Furniture:	Lever Handles: Lever set, (Refer Internal Colour Scheme for finish) Note: Privacy lever set to Powder room & Bathroom
	Door Stop:	75mm cushion, white
	Mouldings:	**Architraves:** 67 x12 Double Pencil round (MDF) **Skirtings:** 92 x12 Double Pencil round (MDF)
	Cornice	75mm Cove cornice throughout
HEATING:	**Gas Ducted:**	Outlets ducted to living areas, bedrooms, bathrooms & ensuites, (excludes Laundry, W.C. & Powder room) Total number of points and unit size product specific (refer working drawings)
SUSTAINABLE ENERGY:	**Solar Hot Water:**	Gas mains pressure instantaneous wall mounted hot water unit
	Recycled Water:	Recycled estate water connected to the dwelling including connection to all toilets and connection to garden taps front and rear and tap to laundry – Recycled water to be purple pipework as per AS35000
Draft Exclusions:	**Exhaust Fans:**	'Draft-Excluder' installed over all ceiling exhaust fans. Flat Roof: vented to external Tiled Roof: vented to roof space
	Entry frames:	Full perimeter draft seals to all entry door frames and internal access door to garage but excluding garage external pedestrian door.

Metricon Homes Pty Ltd (ACN 005 109 752) reserves the right to alter any of the above items

Clients Initials...../.....

TOWNLIVING™
by metricon

Technical Specification

Version 05 Dated 23/11/2017 – Alternative Base Specification
Alpha/Bale/Bond/Capri/Melrose/Sigma

CABINETRY:	**Cupboards:**		Fully lined cabinets (refer working drawings for standard inclusion)
	Doors/Drawers:		Standard Laminate (Refer Internal Colour Scheme for finish)
	Bench Tops:		**Kitchen & Bathrooms:** 12mm thick Composite Stone (Refer Internal Colour Scheme for finish) **Laundry:** Standard laminate (Refer Internal Colour Scheme for finish)
	Bench Top Edges:		**Kitchen & Bathrooms:** Square Edge with 2mm aris. **Laundry:** laminated square edge (product specific)
	Handles:		D-Pull Handle (Refer Internal Colour Scheme for finish)
KITCHEN:	**Sink:**		1160mm double bowl stainless steel Franke Spark with one tap hole (SKX621)
	Tap:		Single lever mixer chrome finish
	Microwave Provision:		600w x 450h incorporated in kitchen base cupboards and vented into adjacent cupboard space, including single power point. (product specific)
	Dishwasher:		Supplied & installed to Kitchen - Veneto Technika
	Splashback:		Tiled 600mm high to areas as per working drawings (Refer Internal Colour Scheme for finish)
APPLIANCES:	**Oven:**		**Electric** 600mm wide stainless steel - Veneto Technika
	Hot Plate:		**Gas** with electronic ignition 600mm wide stainless steel - Veneto Technika
	Rangehood:		2 speed fan, 600mm wide stainless steel Canopy or Concealed ducted to external Vento Technika (Product specific, refer to working drawings)
BATHROOM/ ENSUITE/POWDER	**Mirrors:**		Silver backed with polished edges, full width of & seated on vanity
	Basins:		**Bench Top Basin:** White inset vitreous china, &/or semi recessed vitreous china with chrome waste & 1no. tap hole (Product Specific, refer working drawings) **Wall Basin**: Vitreous china wall basin, with chrome waste &1no tap hole (product specific, refer working drawings)
	Bath:		White acrylic with matching waste, 1525mm or 1675mm long (refer working drawings)
	Shower Bases:		Tiled shower base with square chrome waste
	Shower Screens:		Semi frameless with pivot door and clear glass & silver trim 2000mm high
	Taps & Outlets:		**Bath:** Wall mixer with Hob Swivel Spout 200mm, chrome finish **Bench Top Basin:** Single lever mixer, chrome finish **Wall Basin:** Single lever mixer chrome finish **Shower:** Wall mixer with hand-held outlet & shower rail, chrome finish
	Toilet Suite:		White Vitreous China toilet suite with concealed waste and dual flush cistern & chrome mini cistern stop tap.
LAUNDRY:	**Trough:**		45 litre flushline inset tub including laminate benchtop & cupboards, or 35 litre compact tub & cabinet (Product Specific, refer working drawings)
	Tap to Trough:		Single lever mixer chrome finish
STORAGE: (Product Specific)	**Shelving:**	**Robes:**	One white melamine shelf and hanging rail
		Walk in Robe:	One white melamine shelf and hanging rail
		Pantry/Linen:	Four white melamine shelves
		Broom:	One white melamine shelf
	Doors:	**Robes**:	Sliding: 2100mm or 2300mm (nominal) high, aluminium frame and vinyl panel. (Refer Internal Colour Scheme for finish) Hinged: Flush panel, 2040mm or 2340mm high hinged door(s) with dummy lever handles (Refer Internal Colour Scheme for finish) (product specific)
	Walk in Robe:	No Doors:	Open shelving only where no doors are indicated on working drawings. (product specific)
		With Doors:	Flush panel, 2040mm. hinged door lever handles (product specific) (Refer Internal Colour Scheme for finish)
	Pantry, Linen, Broom:		Flush panel, 2040mm high hinged door(s) with dummy lever handles (Refer Internal Colour Scheme for finish)
ELECTRICAL:	**Supply:**		Single phase
	Power Points:		Generally 2no doubles to habitable rooms, 3no doubles to bedroom 1 & living. Singles to bathrooms, ensuites, & appliances
	Internal Light points:		LED Downlights (refer to working drawings)
	External Light Points:		LED Downlights to Portico/Entry (refer to working drawings) or external Wall Mounted light (product specific refer working drawings) or Weatherproof Paraflood light (product specific refer working drawings)
	Switch Plates:		Clipsal C2000 or similar White, (wall mounted where practical)
	Smoke Detector:		Hardwired with battery backup
	Exhaust Fans:		Above showers, and W.C ducted to outside air if required
	TV Point :		Two points including Antenna (refer working drawings)
	Telephone Point:		Two points with wall plate including underground conduit to front boundary (refer working drawings)
	Safety Switch:		RCD safety switch and circuit breakers

TOWNLIVING™
by metricon

Technical Specification

Version 05 Dated 23/11/2017 – Alternative Base Specification
Alpha/Bale/Bond/Capri/Melrose/Sigma

CERAMIC TILING:	**Wall Tiles:**	2000mm high over shower, 600mm high over bath, 400mm high over trough. (Refer Internal Colour Scheme for finish)
	Floor Tiles:	To laundry, bathroom, ensuite, powder room, and W.C.as per working drawings (Refer Internal Colour Scheme for finish)
	Trim:	Aluminium metal trim to doorways/openings abutting alternative floor covering.
	Bath Hob:	Floor Tiles to bath hob with plain aluminium 'L-Shape' angle trim to bath hob/riser junction
	Shower Base:	Tiled shower base with square chrome waste
	Skirting Tiles:	100mm high ceramic floor or wall tiles to laundry, bathroom, ensuite, powder room and w.c.as per working drawings
	Balcony Tiles:	(Refer Internal Colour Scheme for finish. Product Specific, refer working drawings)
FLOOR COVERING:	**Carpet:**	Generally to the bedrooms & adjacent passage & stairs **& ground floor Living Rooms** (Refer Internal Colour Scheme for finish. Product Specific, refer working drawings)
	Timber look laminate flooring:	Generally to the entry, adjacent passage, meals & kitchen. (Builders Range, refer working drawings)
STAIRS:		MDF closed stringer with gloss painted finish standard with timber framed & plaster balustrade. Balustrade with 14mm diameter factory finished matt black etch paint metal balusters. (Product Specific, refer working drawings) Carpet to treads & risers.
GARAGE:	**General:**	Colorbond sectional garage overhead door with 3 transmitter units, plaster ceiling, concrete floor and brickwork above garage door opening or lightweight construction (Design Specific refer working drawings)
	External Walls:	**Integrated Garages:** Brick veneer or single 110mm brickwork with attached piers. (Product Specific) **Separate Garages:** 110mm brickwork with attached piers
	Unit / Garage Door:	MDF frame with flush panel door & lever handle to match internal with deadbolt.
	External Access Door:	Metal or timber frame (Product Specific, refer working drawings) with flush panel 2040mm high door Key-in-knob entrance set (Refer Internal Colour Scheme for finish)
LANDSCAPING:	**General:**	Landscaping, fencing & paving as per Town Planning conditions. Letter box (Excludes Common Areas) Fold-down clothes line. Colour on Concrete driveway Colour on concrete path to rear of units

TOWNLIVING™
by metricon

Technical Specification

Version 05 dated 23/05/2017

Byron/Delta/Magnus/Mezzo/Milan/Rosedale

EXTERNAL FEATURES:	**Slab:**	Class 'H1' Engineered designed Waffle Pod Slab
	Brickwork:	Clay bricks from Builder's selection
	Mortar Joints:	Natural colour round iron joints
	Render:	Acrylic texture coating render from Builder's selection (Facade specific, refer working drawing for extent of cover)
	Light Weight Cladding:	Fibre Cement products or feature timber panelling to areas as per standard working drawings (Product Specific)
	Roof Cover:	**Tiles:** Concrete roof tiles from Builder's selection (Product Specific) **Colorbond:** Corrugated roof from Builder's selection (Product Specific) **Metal:** Steel metal deck roof from Builder's selection (Product Specific)
	Roof Plumbing:	Colorbond metal fascia and barge. Colorbond Quad gutter with 100 x 50mm rectangular downpipes. Rainheads: Colorbond Metal Square Flat bottom or Half Round (Product Specific)
	Entry Door:	**Front:** Hume Newington Range 'XN1' 2040mm high x 820 or 870mm wide (product specific refer working drawings)
		Rear / Laundry: Duracote Tempered Hardboard door 2040 x 820. (Product Specific, refer working drawings)
	Door Furniture:	**Front Door:** Key-in-knob entry set with deadbolt satin chrome finish **External Hinged Door:** Key-in-knob entry set (Refer Internal Colour Scheme for finish) **Door Stop:** 75mm, White
	Entry Frame:	**Front:** 'Timber with aluminium sill & clear glazed sidelight(s) (Product Specific) **Laundry (Sliding door):** Refer "Sliding & French Doors" item below **Rear / Laundry (Hinged door):** Aluminium powdercoat or Timber (Product Specific, refer working drawings)
	Windows:	Aluminium awning & sliding, powdercoat finish. Feature windows to front facade (Product Specific) **Note:** Flyscreens & Locks to all openable windows
	Sliding & French Doors:	Aluminium, powdercoat finish (Product Specific, refer working drawings)
FRAMING:	**Walls:**	90mm Timber frame
	Roof:	Timber roof trusses
	Party wall:	Lightweight timber fireproof & acoustic system to BCA requirements
INSULATION:	**Ceiling:**	R4.0 Glasswool batts to house only
	External walls:	R2.0 Glasswool batts (including party wall between house and garage) plus weather wrap to ground & first floor, joins in weather wrap to be taped and gaps around windows/doors sealed
PAINTWORK:		**2 Coat System.** (Refer Internal Colour Scheme for finish)
	External:	**Front door:** Sealer undercoat with enamel gloss top coat **Other Hinged Doors:** Sealer undercoat with Low Sheen acrylic top coats **Fascia, gutter & downpipes:** Colorbond (Maximum two colours) **Woodwork:** Low Sheen acrylic (one colour)
	Internal:	**Woodwork and Doors:** Sealer undercoat with enamel gloss top coat (Doors, skirting & architraves to be one colour) **Ceilings:** Flat acrylic (one colour throughout) **Walls:** Sealer undercoat and top coat washable Low Sheen acrylic (one colour throughout)
INTERNAL FEATURES:	**Ceiling Height:**	**Single Storey:** 2550mm throughout **Double Storey:** 2550mm to ground floor and 2550 to first floor (Product Specific)
	Room Doors:	Flush panel 2040mm high to 2550mm high ceiling areas
	Room Door Furniture:	Lever Handles: Lever set, (Refer Internal Colour Scheme for finish) Note: Privacy lever set to Powder room & Bathroom
	Door Stop:	75mm cushion, white
	Mouldings:	**Architraves:** 67 x12 Double Pencil round (MDF) **Skirtings:** 92 x12 Double Pencil round (MDF)
	Cornice	75mm Cove cornice throughout
HEATING:	**Gas Ducted:**	Outlets ducted to living areas, bedrooms, bathrooms & ensuites, (excludes Laundry, W.C. & Powder room) Total number of points and unit size product specific (refer working drawings)
SUSTAINABLE ENERGY:	**Solar Hot Water:**	Gas mains pressure instantaneous wall mounted hot water unit
	Recycled Water:	**Recycled estate water connected to the dwelling including connection to all toilets and connection to garden taps front and rear and tap to laundry – Recycled water to be purple pipework as per AS35000**
	Draft Exclusions:	**Exhaust Fans:** 'Draft-Excluder' installed over all ceiling exhaust fans. Flat Roof: vented to external Tiled Roof: vented to roof space
	Entry frames:	Full perimeter draft seals to all entry door frames and internal access door to garage but excluding garage external pedestrian door.

TOWNLIVING™
by metricon

Technical Specification

Version 05 dated 23/05/2017

Byron/Delta/Magnus/Mezzo/Milan/Rosedale

CABINETRY:	**Cupboards:**	Fully lined cabinets (refer working drawings for standard inclusion)
	Doors/Drawers:	Standard Laminate (Refer Internal Colour Scheme for finish)
	Bench Tops:	**Kitchen & Bathrooms:** 12mm thick Composite Stone (Refer Internal Colour Scheme for finish) **Laundry:** Standard laminate (Refer Internal Colour Scheme for finish)
	Bench Top Edges:	**Kitchen & Bathrooms:** Square Edge with 2mm aris. **Laundry:** laminated square edge (product specific)
	Handles:	D-Pull Handle (Refer Internal Colour Scheme for finish)
KITCHEN:	**Sink:**	1160mm double bowl Franke Spark stainless steel with one tap hole (SKX621)
	Tap:	Single lever mixer chrome finish
	Microwave Provision:	600w x 450h incorporated in kitchen base cupboards and vented into adjacent cupboard space, including single power point. (product specific)
	Dishwasher:	Supplied & installed to Kitchen – Veneto Technika
	Splashback:	Glass to areas as per working drawings (Refer Internal Colour Scheme for finish)
APPLIANCES:	**Oven:**	**Electric** fan forced 600mm wide stainless steel - Veneto Technika
	Hot Plate:	**Gas** with electronic ignition 600mm wide stainless steel - Veneto Technika
	Rangehood:	3 speed fan, 600mm wide stainless steel Canopy or Concealed ducted to external (Product specific, refer to working drawings) Veneto Technika
BATHROOM/ ENSUITE/POWDER	**Mirrors:**	Silver backed with polished edges, full width of & seated on vanity
	Basins:	**Bench Top Basin:** White inset vitreous china, &/or semi recessed vitreous china with chrome waste & 1no. tap hole (Product Specific, refer working drawings) **Wall Basin**: Vitreous china wall basin, with chrome waste &1no tap hole (product specific, refer working drawings)
	Bath:	White acrylic with matching waste, 1525mm or 1675mm long (refer working drawings)
	Shower Bases:	Tiled shower base with square chrome waste
	Shower Screens:	Semi frameless with pivot door and clear glass & silver trim 2000mm High
	Taps & Outlets:	**Bath:** Wall mixer with Hob Swivel Spout 200mm, chrome finish **Bench Top Basin:** Single lever mixer, chrome finish **Wall Basin:** Single lever mixer chrome finish **Shower:** Wall mixer with hand-held outlet & shower rail, chrome finish
	Toilet Suite:	White Vitreous China toilet suite with concealed waste and dual flush cistern & chrome mini cistern stop tap.
LAUNDRY:	**Trough:**	45 litre flushline inset tub including laminate benchtop & cupboards, or 35 litre compact tub & cabinet (Product Specific, refer working drawings)
	Tap to Trough:	Single lever mixer chrome finish
STORAGE: (Product Specific)	**Shelving:**	**Robes:** One white melamine shelf and hanging rail **Walk in Robe:** One white melamine shelf and hanging rail **Pantry/Linen:** Four white melamine shelves **Broom:** One white melamine shelf
	Doors:	**Robes**: Sliding: 2100mm or 2300mm (nominal) high, aluminium frame and vinyl panel. (Refer Internal Colour Scheme for finish) Hinged: Flush panel, 2040mm or 2340mm high hinged door(s) with dummy lever handles (Refer Internal Colour Scheme for finish) (product specific) **Walk in Robe:** No Doors: Open shelving only where no doors are indicated on working drawings. (product specific) With Doors: Flush panel, 2040mm. hinged door lever handles (product specific) (Refer Internal Colour Scheme for finish) **Pantry, Linen, Broom:** Flush panel, 2040mm or 2340mm high hinged door(s) with dummy lever handles (Refer Internal Colour Scheme for finish)
ELECTRICAL:	**Supply:**	Single phase
	Power Points:	Generally 2no doubles to habitable rooms, 3no doubles to bedroom 1 & living. Singles to bathrooms, ensuites, & appliances
	Internal Light points:	LED Downlights (refer to working drawings)
	External Light Points:	LED Downlights to Portico/Entry (refer to working drawings) or external Wall Mounted light (product specific refer working drawings) or Weatherproof Paraflood light (product specific refer working drawings)
	Switch Plates:	Clipsal C2000 or similar White, (wall mounted where practical)
	Smoke Detector:	Hardwired with battery backup
	Exhaust Fans:	Above showers, and W.C ducted to outside air if required
	TV Point :	Two points including Antenna (refer working drawings)
	Telephone Point:	Two points with wall plate including underground conduit to front boundary (refer working drawings)
	Safety Switch:	RCD safety switch and circuit breakers

TOWNLIVING™
by metricon

Technical Specification

Version 05 dated 23/05/2017

Byron/Delta/Magnus/Mezzo/Milan/Rosedale

CERAMIC TILING:	**Wall Tiles:**	2000mm high over shower, 600mm high over bath, 400mm high over trough. (Refer Internal Colour Scheme for finish)
	Floor Tiles:	To laundry, bathroom, ensuite, powder room, and W.C.as per working drawings (Refer Internal Colour Scheme for finish)
	Trim:	Aluminium metal trim to doorways/openings abutting alternative floor covering.
	Bath Hob:	Floor Tiles to bath hob with plain aluminium 'L-Shape' angle trim to bath hob/riser junction
	Shower Base:	Tiled shower base with square chrome waste
	Skirting Tiles:	100mm high ceramic floor or wall tiles to laundry, bathroom, ensuite, powder room and w.c.as per working drawings
	Balcony Tiles:	(Refer Internal Colour Scheme for finish. Product Specific, refer working drawings)
FLOOR COVERING:	**Carpet:**	Generally to the bedrooms & adjacent passage & stairs. (Refer Internal Colour Scheme for finish. Product Specific, refer working drawings)
	Timber look laminate flooring:	Generally to the entry, adjacent passage, living, meals & kitchen. (Refer Internal Colour Scheme for finish. Product Specific, refer working drawings)
STAIRS:		MDF closed stringer with gloss painted finish standard with timber framed & plaster balustrade. Balustrade with 14mm diameter factory finished matt black etch paint metal balusters. (Product Specific, refer working drawings) Carpet to treads & risers.
GARAGE:	**General:**	Colorbond sectional garage overhead door with 3 transmitter units, plaster ceiling, concrete floor and brickwork above garage door opening (refer working drawings)
	External Walls:	**Integrated Garages:** Brick veneer or single 110mm brickwork with attached piers. (Product Specific) **Separate Garages:** 110mm brickwork with attached piers
	Unit / Garage Door:	MDF frame with flush panel door & lever handle to match internal with deadbolt.
	External Access Door:	Metal or timber frame (Product Specific, refer working drawings) with flush panel 2040mm high door Key-in-knob entrance set (Refer Internal Colour Scheme for finish)
LANDSCAPING:	**General:**	Landscaping, fencing & paving as per Town Planning conditions. (Excludes Common Areas) Letter box Fold-down clothes line. Colour on concrete driveway Colour on concrete paths to rear of units

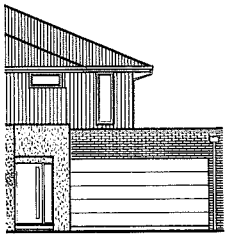
Floor Plan

This page is intentionally blank

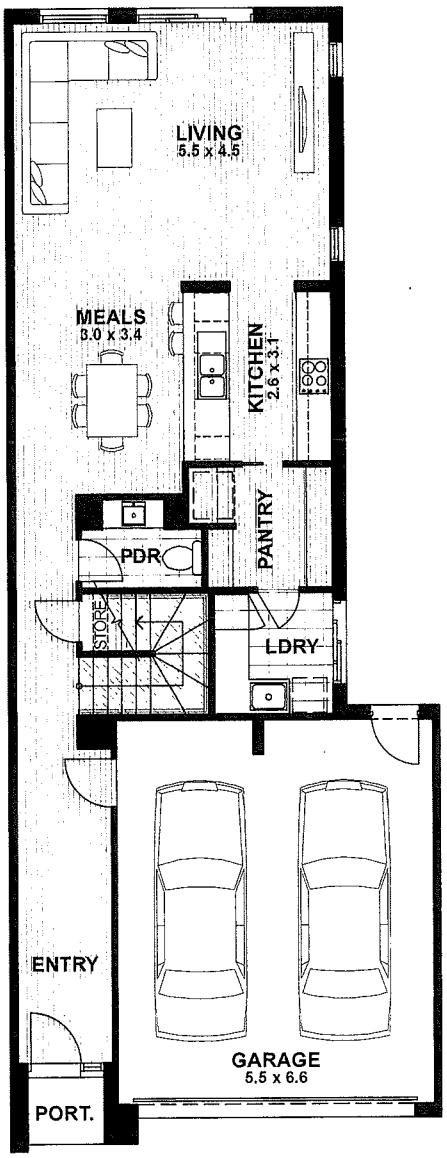
Byron

3 | 2.5 | 2

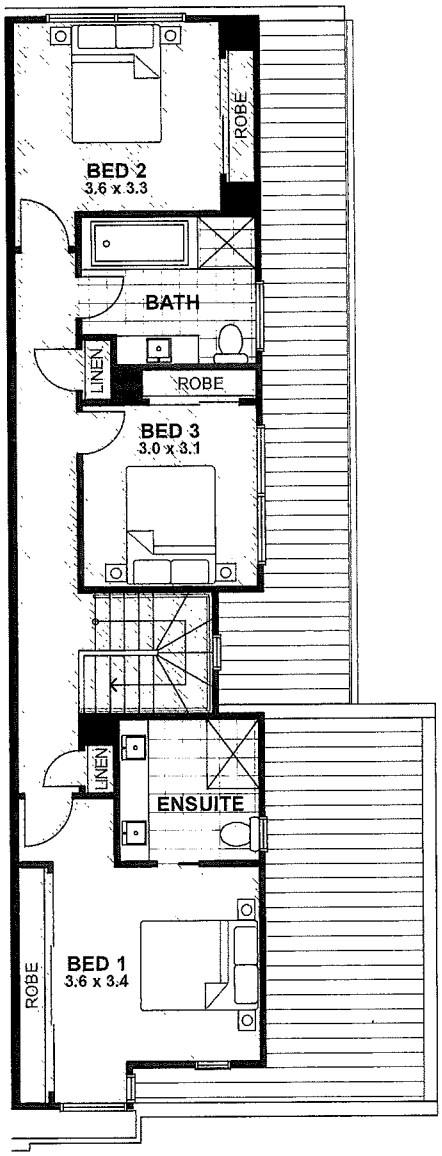
Lot 176



Vogue End Facade



Ground Floor



First Floor

EASTSIDE AT highlands

House Area

GROUND FLOOR	83.4 m²
FIRST FLOOR	79.0 m²
GARAGE	39.5 m²
PORTICO	2.4 m²
TOTAL	204.4 m²

Flooring *Carpet*

Tiling

Disclaimer

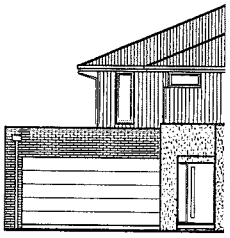
Reasonable steps have been taken to ensure that all material in this brochure are representative of the dwellings offered for sale within the proposed development called "Eastside" at Stockland's Highlands residential community and is not intended to be used for any other purpose. The contract for sale should be reviewed in relation to sale inclusions. The Developer (Stockland) and Builder (TownLiving by Metricon) reserves the right to make changes to the information contained in this document at any time prior to you entering into a contract for sale. All artistic impressions are provided for illustrative purposes only. Furniture is shown for illustrative purposes only and is not included in any sale. The use of the term "furniture" in this document includes, but is not limited to, furniture, furnishings, decorative items, picture frames, artwork and pot plants. The Developer and Builder accepts no liability for any loss or damage arising as a result of any reliance on this document or its contents. The Builder reserves the right to substitute items at its absolute discretion, with equivalent item/s, when necessary (for example in situations of lack of available supply). Total Townhouse area includes (where applicable): ground and first floor, portico, balcony and garage. Total building size is calculated by measuring from the external side of external walls. Where no external wall exists for the purpose of measuring building area, Metricon assumes a straight line between the exterior of walls or columns. TownLiving by Metricon is a division of Metricon Homes Pty Ltd. ACN 005108752 © Copyright November 2017.

Stockland it's your place | TOWNLIVING | metricon

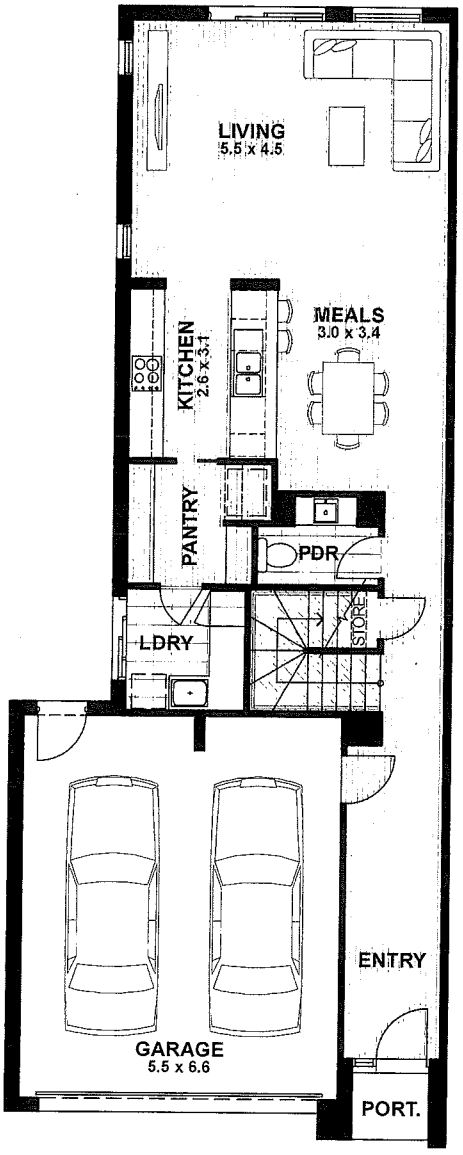
Byron

3 | 2.5 | 2

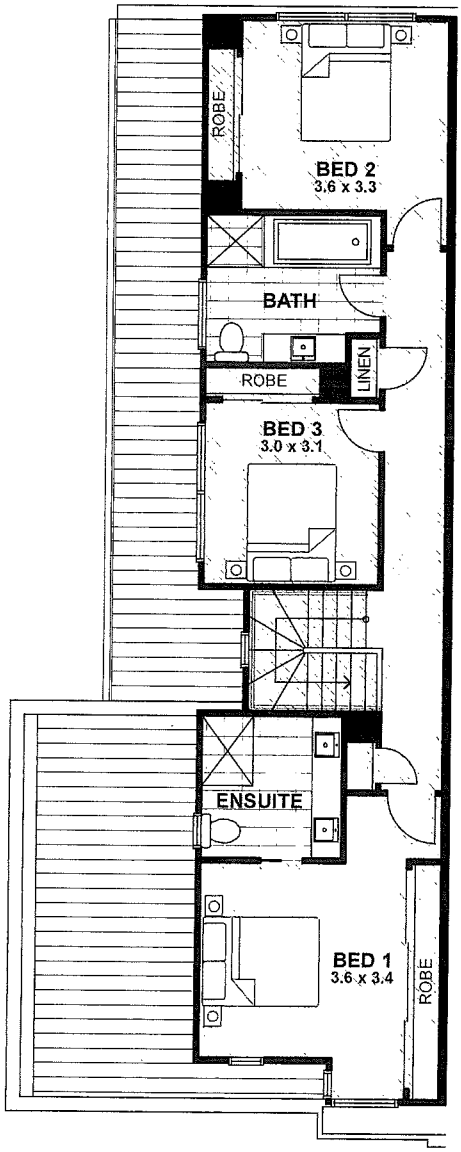
Lot 181



Vogue End Facade



Ground Floor



First Floor

EASTSIDE AT highlands

House Area

GROUND FLOOR	83.4 m²
FIRST FLOOR	79.0 m²
GARAGE	39.5 m²
PORTICO	2.4 m²
TOTAL	204.4 m²



Flooring *Carpet*



Tiling

Disclaimer

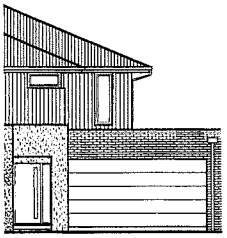
Reasonable steps have been taken to ensure that all material in this brochure are representative of the dwellings offered for sale within the proposed development called "Eastside" at Stockland's Highlands residential community and is not intended to be used for any other purpose. The contract for sale should be reviewed in relation to sale inclusions. The Developer (Stockland) and Builder (TownLiving by Metricon) reserves the right to make changes to the information contained in this document at any time prior to you entering into a contract for sale. All artistic impressions are provided for illustrative purposes only. Furniture is shown for illustrative purposes only and is not included in any sale. The use of the term "furniture" in this document includes, but is not limited to, furniture, furnishings, decorative items, picture frames, artwork and pot plants. The Developer and Builder accepts no liability for any loss or damage arising as a result of any reliance on this document or its contents. The Builder reserves the right to substitute items at its absolute discretion, with equivalent item/s, when necessary (for example in situations of lack of available supply). Total Townhouse area includes (where applicable): ground and first floor, portico, balcony and garage. Total building size is calculated by measuring from the external side of external walls. Where no external wall exists for the purpose of measuring building area, Metricon assumes a straight line between the exterior of walls or columns. TownLiving by Metricon is a division of Metricon Homes Pty Ltd. ACN 005108752 © Copyright November 2017.

Stockland it's your place | TOWNLIVING | metricon

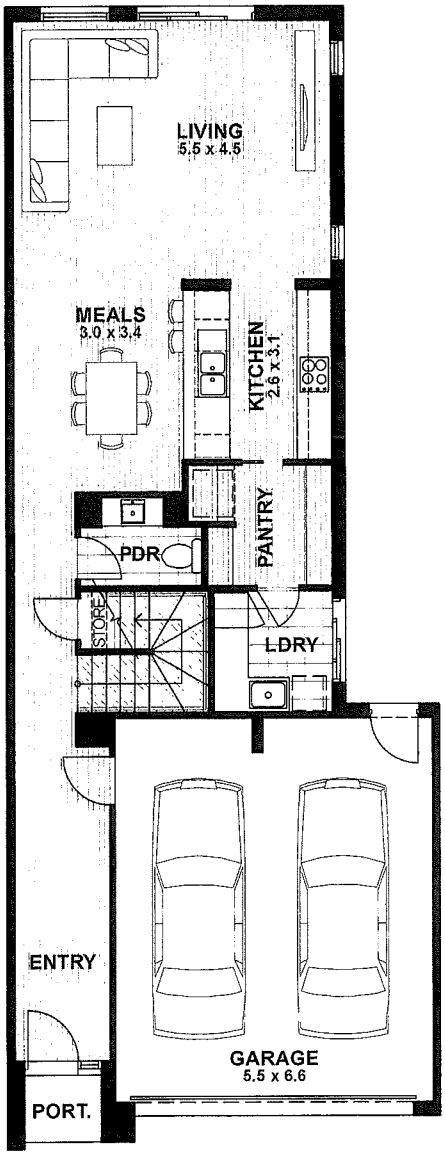
Byron

3 | 2.5 | 2

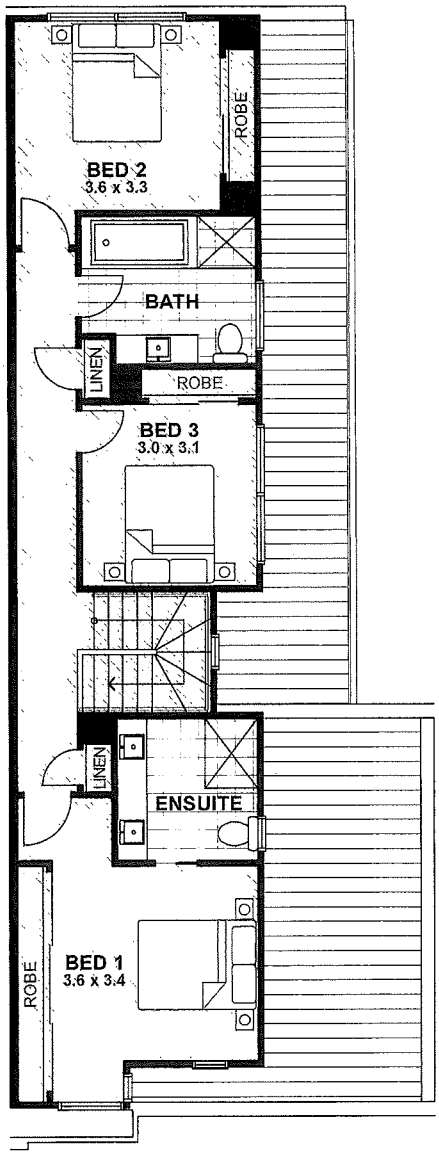
Lot 178, 180



Vogue Mid Facade



Ground Floor



First Floor

EASTSIDE AT highlands

House Area

GROUND FLOOR	83.4 m²
FIRST FLOOR	79.0 m²
GARAGE	38.7 m²
PORTICO	2.4 m²
TOTAL	203.6 m²



Flooring *Carpet*



Tiling

Disclaimer

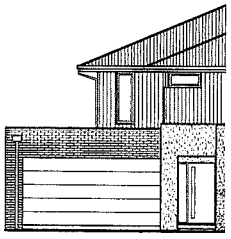
Reasonable steps have been taken to ensure that all material in this brochure are representative of the dwellings offered for sale within the proposed development called "Eastside" at Stockland's Highlands residential community and is not intended to be used for any other purpose. The contract for sale should be reviewed in relation to sale inclusions. The Developer (Stockland) and Builder (TownLiving by Metricon) reserves the right to make changes to the information contained in this document at any time prior to you entering into a contract for sale. All artistic impressions are provided for illustrative purposes only. Furniture is shown for illustrative purposes only and is not included in any sale. The use of the term "furniture" in this document includes, but is not limited to, furniture, furnishings, decorative items, picture frames, artwork and pot plants. The Developer and Builder accepts no liability for any loss or damage arising as a result of any reliance on this document or its contents. The Builder reserves the right to substitute items at its absolute discretion, with equivalent item/s, when necessary (for example in situations of lack of available supply). Total Townhouse area includes (where applicable): ground and first floor, portico, balcony and garage. Total building size is calculated by measuring from the external side of external walls. Where no external wall exists for the purpose of measuring building area, Metricon assumes a straight line between the exterior of walls or columns. TownLiving by Metricon is a division of Metricon Homes Pty Ltd. ACN 005108752 © Copyright November 2017.

Stockland it's your place | TOWNLIVING | metricon

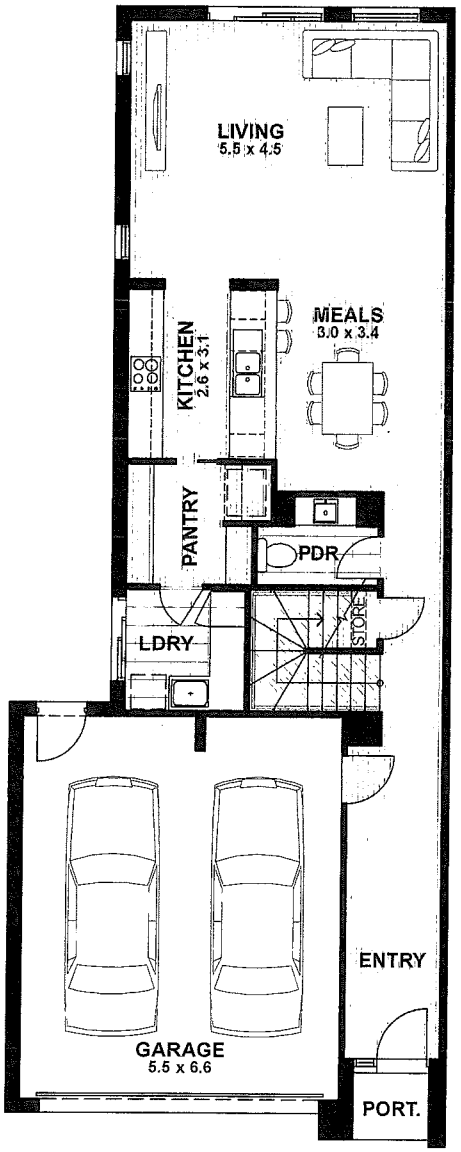
Byron

3 | 2.5 | 2

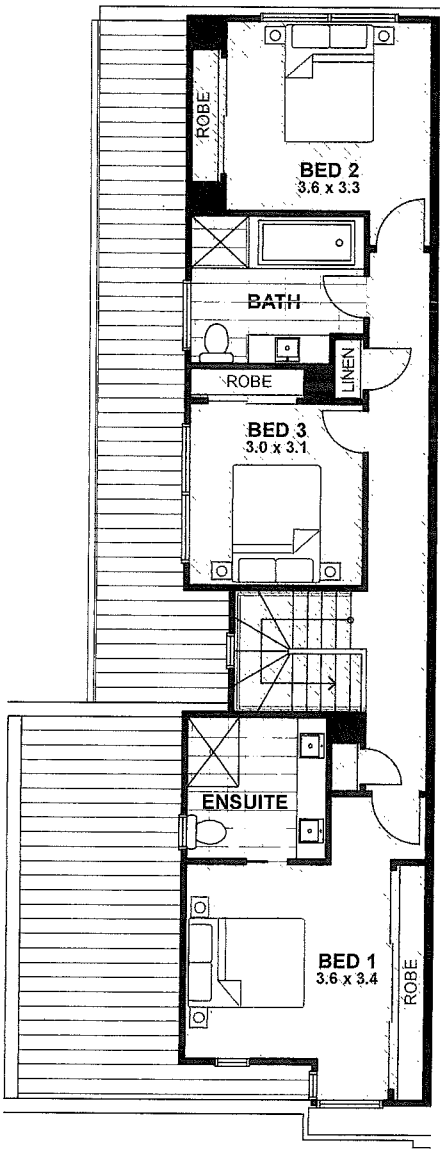
Lot 177, 179



Vogue Mid Facade



Ground Floor

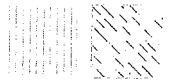


First Floor

EASTSIDE AT highlands

House Area

GROUND FLOOR	83.4 m²
FIRST FLOOR	79.0 m²
GARAGE	38.7 m²
PORTICO	2.4 m²
TOTAL	203.6 m²



Flooring *Carpet*



Tiling

Disclaimer

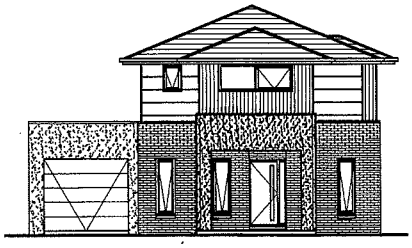
Reasonable steps have been taken to ensure that all material in this brochure are representative of the dwellings offered for sale within the proposed development called "Eastside" at Stockland's Highlands residential community and is not intended to be used for any other purpose. The contract for sale should be reviewed in relation to sale inclusions. The Developer (Stockland) and Builder (TownLiving by Metricon) reserves the right to make changes to the information contained in this document at any time prior to you entering into a contract for sale. All artistic impressions are provided for illustrative purposes only. Furniture is shown for illustrative purposes only and is not included in any sale. The use of the term "furniture" in this document includes, but is not limited to, furniture, furnishings, decorative items, picture frames, artwork and pot plants. The Developer and Builder accepts no liability for any loss or damage arising as a result of any reliance on this document or its contents. The Builder reserves the right to substitute items at its absolute discretion, with equivalent item/s, when necessary (for example in situations of lack of available supply). Total Townhouse area includes (where applicable): ground and first floor, portico, balcony and garage. Total building size is calculated by measuring from the external side of external walls. Where no external wall exists for the purpose of measuring building area, Metricon assumes a straight line between the exterior of walls or columns. TownLiving by Metricon is a division of Metricon Homes Pty Ltd. ACN 005108752 © Copyright November 2017.

Stockland *it's your place* | TOWNLIVING | metricon

Melrose

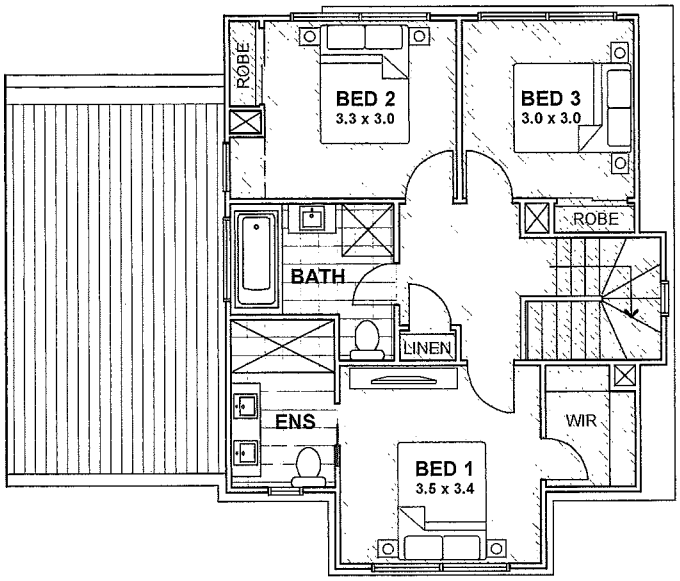
3 | 2.5 | 1

Lot 194

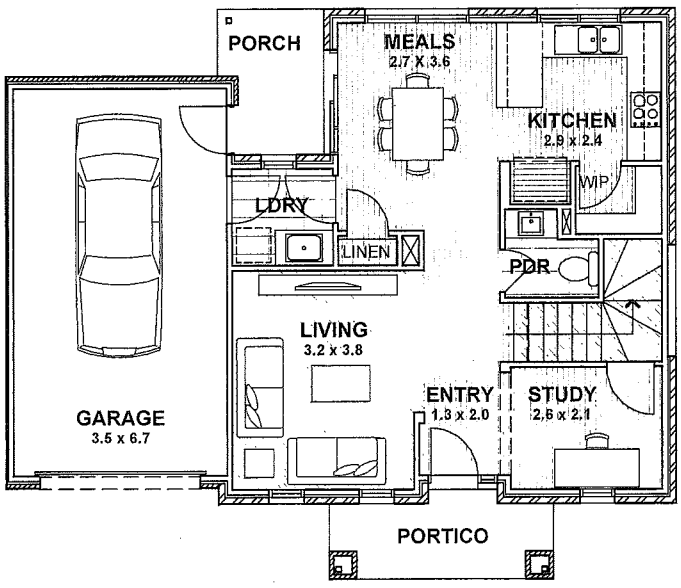


Contemporary Facade

First Floor



Ground Floor



EASTSIDE AT highlands

House Area

GROUND FLOOR	61.84 m²
FIRST FLOOR	64.91 m²
GARAGE	26.51 m²
PORTICO	5.30 m²
PORCH	4.14 m²
TOTAL	162.70 m²

Flooring *Carpet*

Tiling

Disclaimer

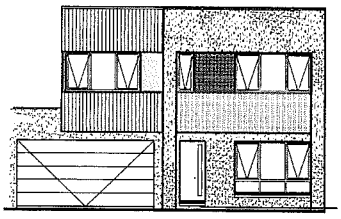
Reasonable steps have been taken to ensure that all material in this brochure are representative of the dwellings offered for sale within the proposed development called "Eastside" at Stockland's Highlands residential community and is not intended to be used for any other purpose. The contract for sale should be reviewed in relation to sale inclusions. The Developer (Stockland) and Builder (TownLiving by Metricon) reserves the right to make changes to the information contained in this document at any time prior to you entering into a contract for sale. All artistic impressions are provided for illustrative purposes only. Furniture is shown for illustrative purposes only and is not included in any sale. The use of the term "furniture" in this document includes, but is not limited to, furniture, furnishings, decorative items, picture frames, artwork and pot plants. The Developer and Builder accepts no liability for any loss or damage arising as a result of any reliance on this document or its contents. The Builder reserves the right to substitute items at its absolute discretion, with equivalent item/s, when necessary (for example in situations of lack of available supply). Total Townhouse area includes (where applicable): ground and first floor, portico, balcony and garage. Total building size is calculated by measuring from the external side of external walls. Where no external wall exists for the purpose of measuring building area, Metricon assumes a straight line between the exterior of walls or columns. TownLiving by Metricon is a division of Metricon Homes Pty Ltd. ACN 005108752 © Copyright November 2017.

Stockland *It's your place* | TOWNLIVING | metricon

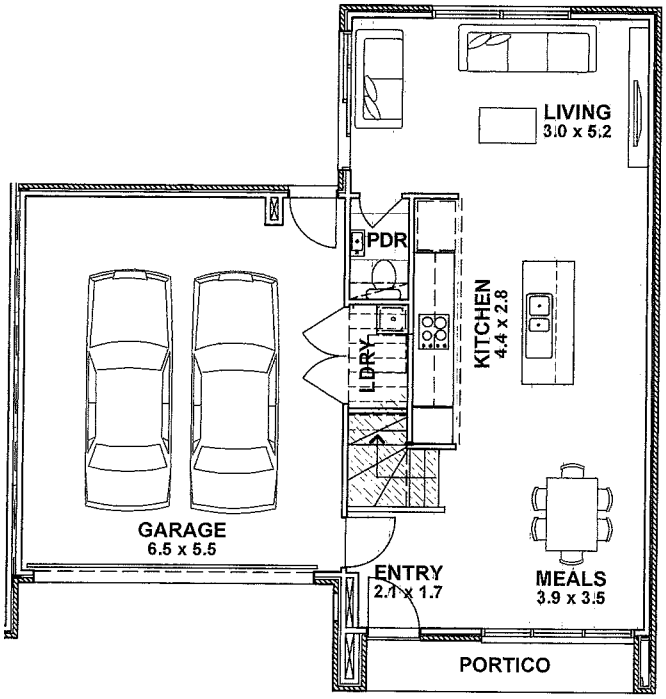
Magnus

3 | 2.5 | 2

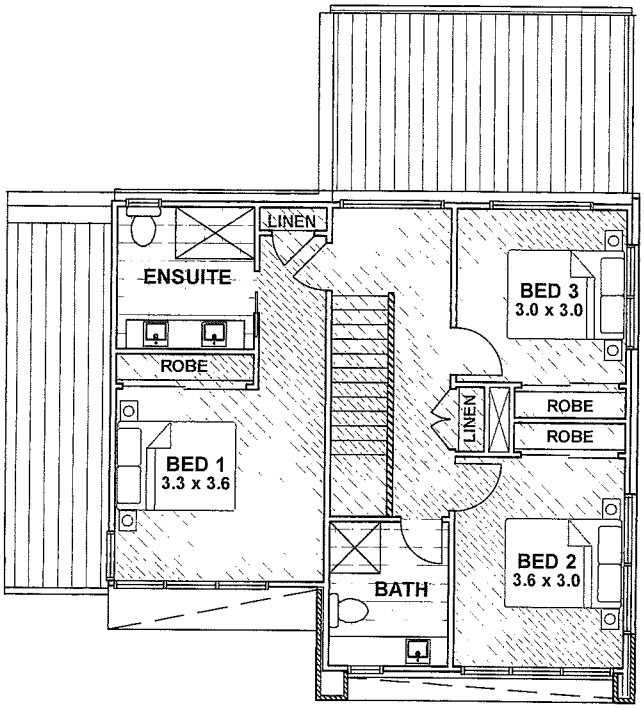
Lot 168, 170, 172, 174



Contemporary Facade



Ground Floor



First Floor

EASTSIDE
AT
highlands

House Area

GROUND FLOOR	60.57 m²
FIRST FLOOR	71.08 m²
GARAGE	38.75 m²
PORTICO	3.91 m²
TOTAL	174.4 m²

Flooring *Carpet*

Tiling

Disclaimer

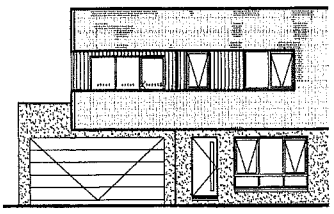
Reasonable steps have been taken to ensure that all material in this brochure are representative of the dwellings offered for sale within the proposed development called "Eastside" at Stockland's Highlands residential community and is not intended to be used for any other purpose. The contract for sale should be reviewed in relation to sale inclusions. The Developer (Stockland) and Builder (TownLiving by Metricon) reserves the right to make changes to the information contained in this document at any time prior to you entering into a contract for sale. All artistic impressions are provided for illustrative purposes only. Furniture is shown for illustrative purposes only and is not included in any sale. The use of the term "furniture" in this document includes, but is not limited to, furniture, furnishings, decorative items, picture frames, artwork and pot plants. The Developer and Builder accepts no liability for any loss or damage arising as a result of any reliance on this document or its contents. The Builder reserves the right to substitute items at its absolute discretion, with equivalent item/s, when necessary (for example in situations of lack of available supply). Total Townhouse area includes (where applicable): ground and first floor, portico, balcony and garage. Total building size is calculated by measuring from the external side of external walls. Where no external wall exists for the purpose of measuring building area, Metricon assumes a straight line between the exterior of walls or columns. TownLiving by Metricon is a division of Metricon Homes Pty Ltd. ACN 005108752 © Copyright November 2017.

Stockland *It's your place.* | TOWNLIVING | metricon

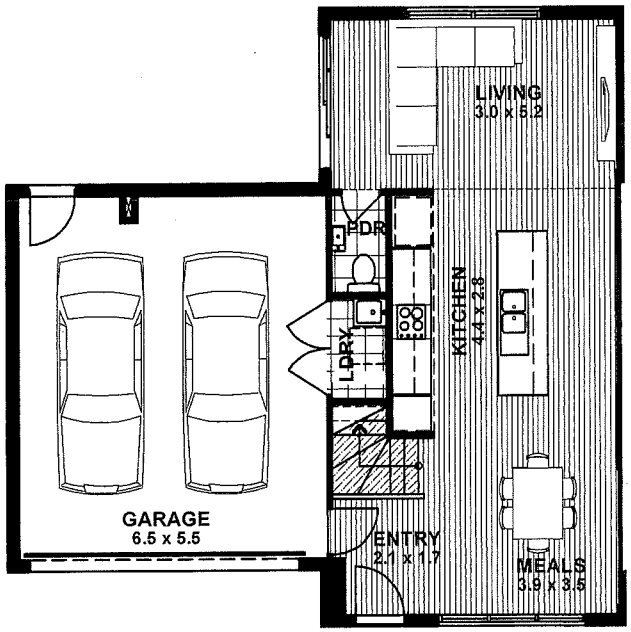
Magnus

3 | 2.5 | 2

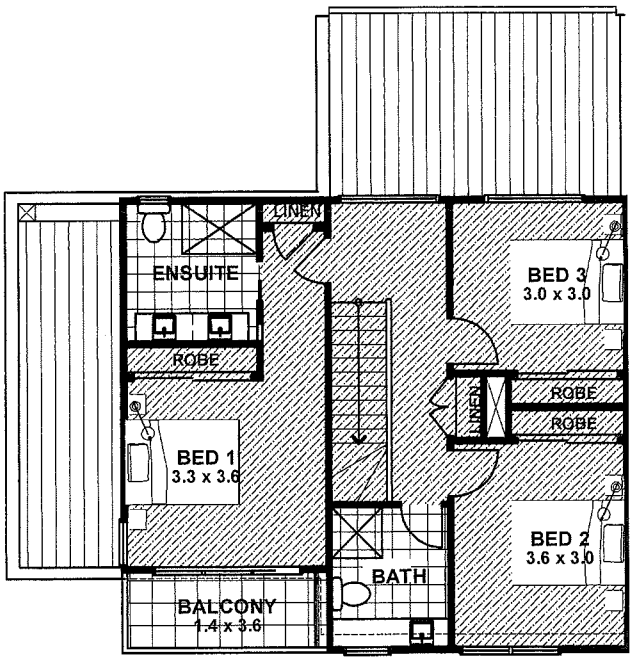
Lot 175



Modern Corner Facade



Ground Floor



First Floor

EASTSIDE
AT
highlands

House Area

GROUND FLOOR	59.90 m²
FIRST FLOOR	67.66 m²
GARAGE	38.75 m²
BALCONY	5.31 m²
TOTAL	171.62 m²

Flooring *Carpet*

Tiling

Disclaimer

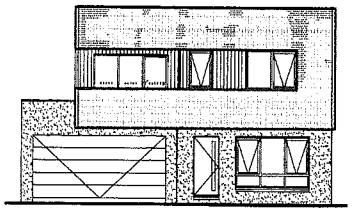
Reasonable steps have been taken to ensure that all material in this brochure are representative of the dwellings offered for sale within the proposed development called "Eastside" at Stockland's Highlands residential community and is not intended to be used for any other purpose. The contract for sale should be reviewed in relation to sale inclusions. The Developer (Stockland) and Builder (TownLiving by Metricon) reserves the right to make changes to the information contained in this document at any time prior to you entering into a contract for sale. All artistic impressions are provided for illustrative purposes only. Furniture is shown for illustrative purposes only and is not included in any sale. The use of the term "furniture" in this document includes, but is not limited to, furniture, furnishings, decorative items, picture frames, artwork and pot plants. The Developer and Builder accepts no liability for any loss or damage arising as a result of any reliance on this document or its contents. The Builder reserves the right to substitute items at its absolute discretion, with equivalent item/s, when necessary (for example in situations of lack of available supply). Total Townhouse area includes (where applicable): ground and first floor, portico, balcony and garage. Total building size is calculated by measuring from the external side of external walls. Where no external wall exists for the purpose of measuring building area, Metricon assumes a straight line between the exterior of walls or columns. TownLiving by Metricon is a division of Metricon Homes Pty Ltd. ACN 005108752 © Copyright November 2017.

Stockland *It's your place* | TOWNLIVING | metricon

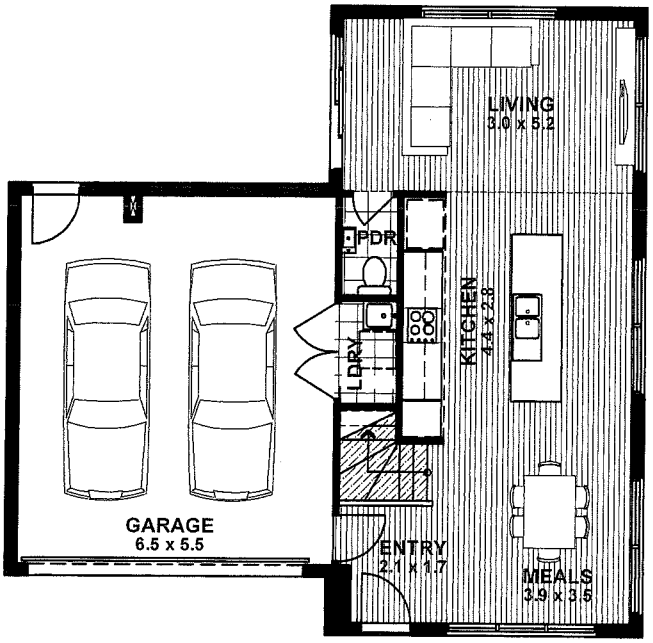
Magnus

3 | 2.5 | 2

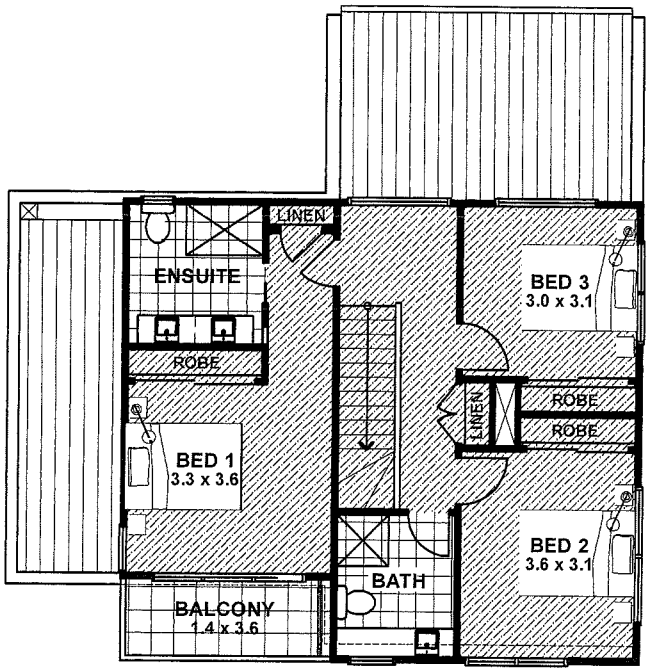
Lot 167



Modern End Facade



Ground Floor



First Floor

EASTSIDE
AT
highlands

House Area

GROUND FLOOR	60.45 m²
FIRST FLOOR	68.59 m²
GARAGE	39.30 m²
BALCONY	5.31 m²
TOTAL	173.65 m²

Flooring *Carpet*

Tiling

Disclaimer

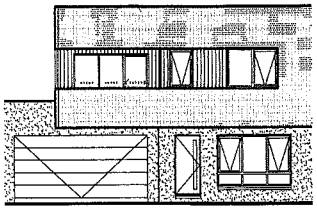
Reasonable steps have been taken to ensure that all material in this brochure are representative of the dwellings offered for sale within the proposed development called "Eastside" at Stockland's Highlands residential community and is not intended to be used for any other purpose. The contract for sale should be reviewed in relation to sale inclusions. The Developer (Stockland) and Builder (TownLiving by Metricon) reserves the right to make changes to the information contained in this document at any time prior to you entering into a contract for sale. All artistic impressions are provided for illustrative purposes only. Furniture is shown for illustrative purposes only and is not included in any sale. The use of the term "furniture" in this document includes, but is not limited to, furniture, furnishings, decorative items, picture frames, artwork and pot plants. The Developer and Builder accepts no liability for any loss or damage arising as a result of any reliance on this document or its contents. The Builder reserves the right to substitute items at its absolute discretion, with equivalent item/s, when necessary (for example in situations of lack of available supply). Total Townhouse area includes (where applicable): ground and first floor, portico, balcony and garage. Total building size is calculated by measuring from the external side of external walls. Where no external wall exists for the purpose of measuring building area, Metricon assumes a straight line between the exterior of walls or columns. TownLiving by Metricon is a division of Metricon Homes Pty Ltd. ACN 005108752 © Copyright November 2017.

Stockland *It's your place* | TOWNLIVING | metricon

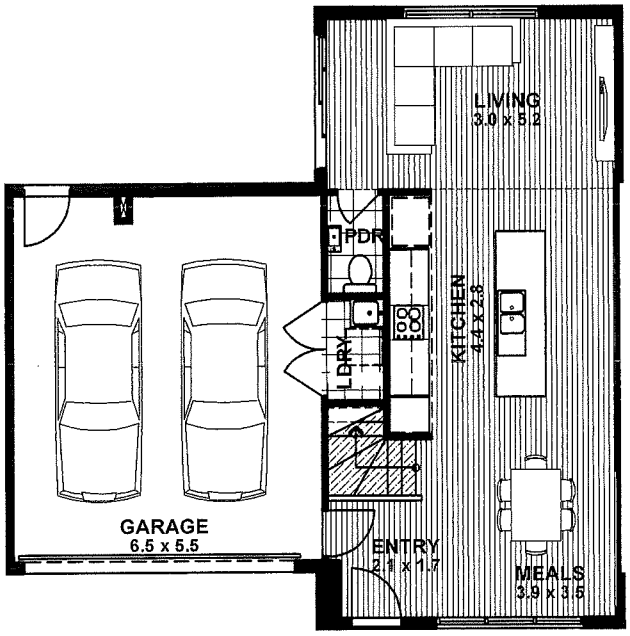
Magnus

3 · 2.5 · 2

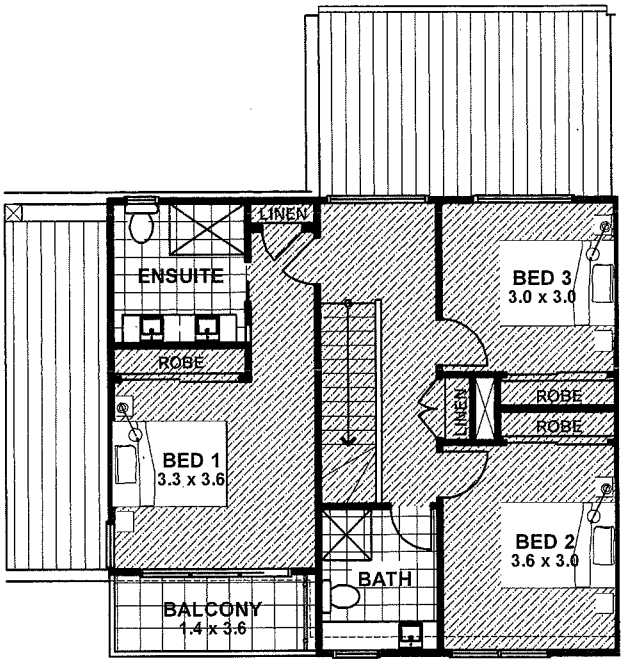
Lot 169, 171, 173



Modern Mid Facade



Ground Floor



First Floor

EASTSIDE AT highlands

House Area

GROUND FLOOR	59.90 m²
FIRST FLOOR	67.66 m²
GARAGE	38.75 m²
BALCONY	5.31 m²
TOTAL	171.62 m²

Flooring *Carpet*

Tiling

Stockland *It's your place* | TOWNLIVING | metricon

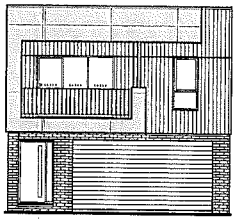
Disclaimer

Reasonable steps have been taken to ensure that all material in this brochure are representative of the dwellings offered for sale within the proposed development called "Eastside" at Stockland's Highlands residential community and is not intended to be used for any other purpose. The contract for sale should be reviewed in relation to sale inclusions. The Developer (Stockland) and Builder (TownLiving by Metricon) reserves the right to make changes to the information contained in this document at any time prior to you entering into a contract for sale. All artistic impressions are provided for illustrative purposes only. Furniture is shown for illustrative purposes only and is not included in any sale. The use of the term "furniture" in this document includes, but is not limited to, furniture, furnishings, decorative items, picture frames, artwork and pot plants. The Developer and Builder accepts no liability for any loss or damage arising as a result of any reliance on this document or its contents. The Builder reserves the right to substitute items at its absolute discretion, with equivalent item/s, when necessary (for example in situations of lack of available supply). Total Townhouse area includes (where applicable): ground and first floor, portico, balcony and garage. Total building size is calculated by measuring from the external side of external walls. Where no external wall exists for the purpose of measuring building area, Metricon assumes a straight line between the exterior of walls or columns. TownLiving by Metricon is a division of Metricon Homes Pty Ltd. ACN 005108752 © Copyright November 2017.

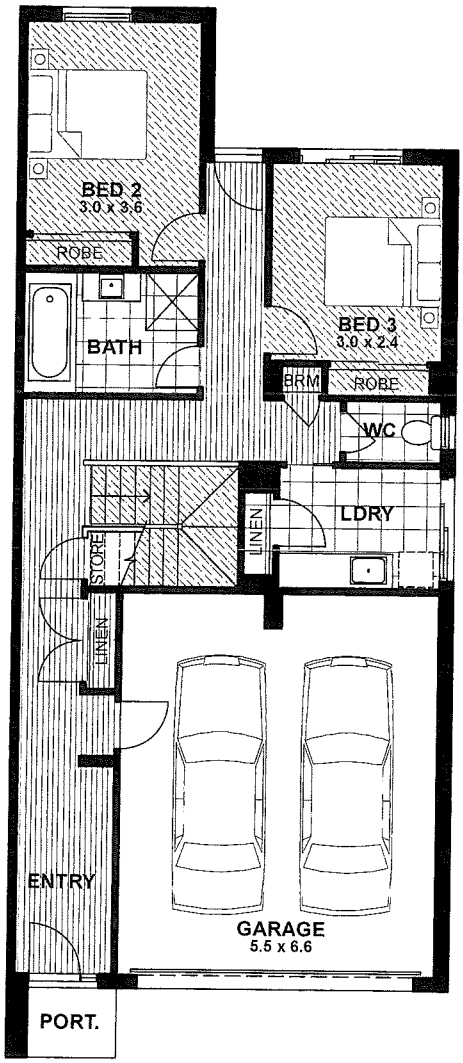
Milan

3 | 2.5 | 2

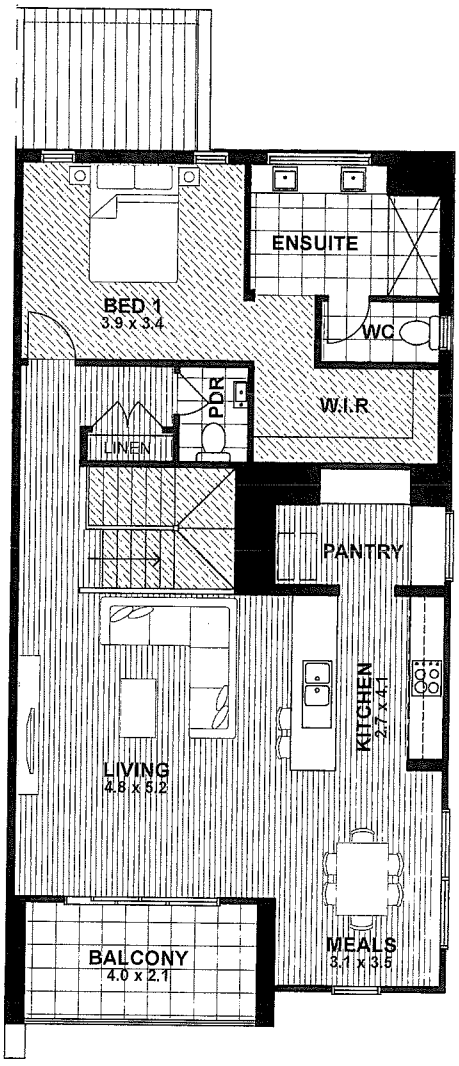
Lot 161



Vogue End Facade



Ground Floor



First Floor

EASTSIDE
AT
highlands

House Area

GROUND FLOOR	79.8 m²
FIRST FLOOR	102.0 m²
GARAGE	39.2 m²
PORTICO	1.8 m²
BALCONY	9.3 m²
TOTAL	232.1 m²

Flooring *Carpet*

Tiling

Disclaimer

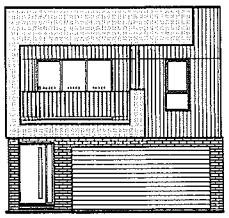
Reasonable steps have been taken to ensure that all material in this brochure are representative of the dwellings offered for sale within the proposed development called "Eastside" at Stockland's Highlands residential community and is not intended to be used for any other purpose. The contract for sale should be reviewed in relation to sale inclusions. The Developer (Stockland) and Builder (TownLiving by Metricon) reserves the right to make changes to the information contained in this document at any time prior to you entering into a contract for sale. All artistic impressions are provided for illustrative purposes only. Furniture is shown for illustrative purposes only and is not included in any sale. The use of the term "furniture" in this document includes, but is not limited to, furniture, furnishings, decorative items, picture frames, artwork and pot plants. The Developer and Builder accepts no liability for any loss or damage arising as a result of any reliance on this document or its contents. The Builder reserves the right to substitute items at its absolute discretion, with equivalent item/s, when necessary (for example in situations of lack of available supply). Total Townhouse area includes (where applicable): ground and first floor, portico, balcony and garage. Total building size is calculated by measuring from the external side of external walls. Where no external wall exists for the purpose of measuring building area, Metricon assumes a straight line between the exterior of walls or columns. TownLiving by Metricon is a division of Metricon Homes Pty Ltd. ACN 005108752 © Copyright November 2017.

Stockland *it's your place* | TOWNLIVING | metricon

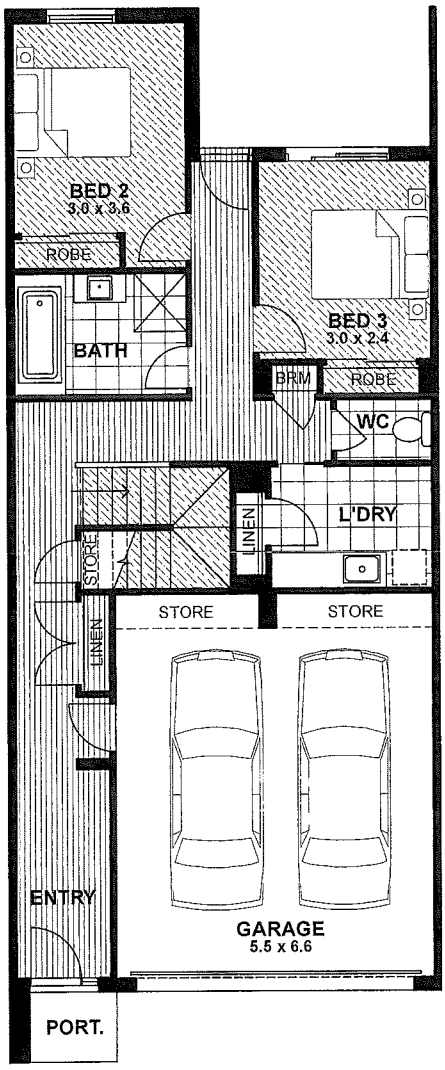
Milan

3 | 2.5 | 2

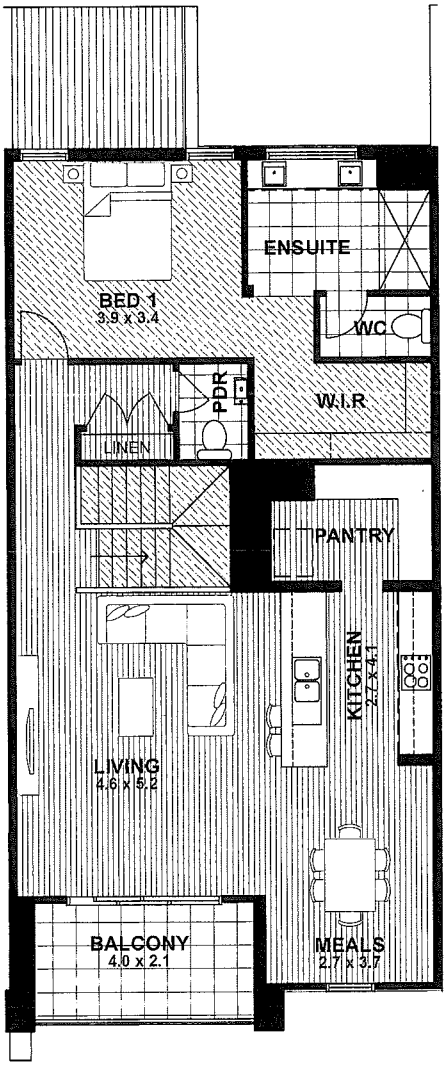
Lot 162, 163, 164, 165



Vogue Mid Facade



Ground Floor



First Floor

EASTSIDE
AT
highlands

House Area

GROUND FLOOR	78.9 m²
FIRST FLOOR	101.2 m²
GARAGE	38.4 m²
PORTICO	1.8 m²
BALCONY	9.3 m²
TOTAL	229.6 m²

Flooring *Carpet*

Tiling

Disclaimer

Reasonable steps have been taken to ensure that all material in this brochure are representative of the dwellings offered for sale within the proposed development called "Eastside" at Stockland's Highlands residential community and is not intended to be used for any other purpose. The contract for sale should be reviewed in relation to sale inclusions. The Developer (Stockland) and Builder (TownLiving by Metricon) reserves the right to make changes to the information contained in this document at any time prior to you entering into a contract for sale. All artistic impressions are provided for illustrative purposes only. Furniture is shown for illustrative purposes only and is not included in any sale. The use of the term "furniture" in this document includes, but is not limited to, furniture, furnishings, decorative items, picture frames, artwork and pot plants. The Developer and Builder accepts no liability for any loss or damage arising as a result of any reliance on this document or its contents. The Builder reserves the right to substitute items at its absolute discretion, with equivalent item/s, when necessary (for example in situations of lack of available supply). Total Townhouse area includes (where applicable): ground and first floor, portico, balcony and garage. Total building size is calculated by measuring from the external side of external walls. Where no external wall exists for the purpose of measuring building area, Metricon assumes a straight line between the exterior of walls or columns. TownLiving by Metricon is a division of Metricon Homes Pty Ltd. ACN 005108752 © Copyright November 2017.

Stockland it's your place | TOWNLIVING | metricon

Inclusions

This page is intentionally blank

Contract of Sale – Lot Eastside

Schedule 1

Questions	Purchaser's Response
Foreign Investment Review Board approval The Purchaser(s) require(s) Foreign Investment Review Board approval to purchase the Property	☐ YES (*refer to special condition 37*) ☐ NO
Internal Colour Scheme (Refer to Special Condition 39 in Annexure A)	(*If date of Contract is prior to Selection End Date, insert internal colour scheme chosen)*

The Purchaser(s) warrant(s) that the information provided in this Schedule 1 is correct as at the Contract Date.

....

Signature of Purchaser Signature of Purchaser

Schedule 2

Upgrades
Special condition 36

Please select desired upgrades by ticking the relevant box/boxes or, if no upgrades are required tick the box below

☐ I/We do not require any Upgrades.

PRODUCT BLIND VARIATIONS

Project: Townside
Issue Date: 4/07/2016

NO.	TOWNHOUSE NAME	TOTAL - Incl. GST
	2 BEDROOM DESIGNS	
1	Alpha	$ 2,376
2	Alpha Corner	$ 3,489
3	Bale	$ 1,260
4	Bale End	$ 2,730
5	Bond	$ 2,465
6	Bond Corner	$ 3,574
7	Byron	$ 2,730
8	Capri	$ 1,890
9	Capri End	$ 2,730
10	Melrose	$ 2,940
11	Milan	$ 1,680
12	Milan End	$ 2,310
13	Rosedale	$ 1,890
14	Rosedale End	$ 3,050
15	Sigma	$ 630
16	Sigma End	$ 1,680
17	Delta	$ 1,478
18	Delta End	$ 1,868
19	Magnus	$ 1,788
20	Magnus End	$ 2,118
21	Mezzo	$ 3,429
22	Mezzo Corner	$ 3,835
23	Hinged security door up to 2040mm high x width	$ 812
24	Sliding security door up to 2040 high x width	$ 1,564
25		
26		

Sunscreen blinds to Living and Blockout blinds to Bedrooms

If you have any variation questions, please ask your Townside Consultant. Prices and information correct at time of publication and are subject to change.

PRE-DETERMINED VARIATIONS

Project: Eastside - Craigieburn
Issue Date: 24.10.2017

NO.	DESCRIPTION	UNIT	COST	QTY	VARIATION COST
	INTERNAL COLOURS				
1	Please refer to your seleced internal colours scheme (1, 2 or 3)	*No Changes*			
	ELECTRICAL				
	NOTE: All electrical variations are to be marked up on a plan in red/coloured marker showing critical dimensions where applicable				
2	Provide an additional double power point	each	$ 69.00		
3	Provide an additional external weatherproof double power point	each	$ 110.00		
4	Provide an additional LED downlight to existing electrical circuit	each	$ 135.00		
5	Provide an additional TV outlet (must be adjacent to a power point)	each	$ 90.00		
6	Provide an additional Data point cabled back to NBN	each	$ 91.00		
7	Provide Airflow heat/light/fan combo to bathroom/ensuite	each	$ 470.00		
	PLUMBING				
8	Supply and install a bayonet style external gas point - perfect for gas barbeques.	each	$ 207.00		
	COOLING				
9	Provide 4kw split system air conditioning wall unit including condenser to one room ie master bedroom including power supply	each	$ 3,135.00		
10	Provide (Multi Head) 2 Head split air conditioning wall units including condenser to Main Living & Master Bedroom including power supply.	Item	$ 6,875.00		
11	Provide ducted split Heating/Cooling in lieu of standard gas ducted heating	Item	$ 7,965.00		
12	Provide single phase 15KW two zoned Ducted Heating/Cooling Split System in lieu of standard gas duct heating (Note: This system separates ground & first floor operation - only one floor operatates at any one time)	each	$ 9,350.00		
13	Optional Upgrade to Ducted/Heating Cooling - Provide "ESP" High Efficiency Energy Saver add on unit (Offers around 60% Energy Savings PA.)	each	$ 3,020.00		
	SECURITY				
14	Provide a complete security system which includes: Master panel, Back-up Battery, 12-volt plug pack, External Siren, Strobe Light, Internal Screamer, Digital keypad and panic facility plus PIR detectors ***(NOTE: Master panel & power point will be located on the top shelf in the main bedroom wardrobe)***	Item	$ 1,238.00		
15	Hinged security door up to 2040mm high x 820mm wide which includes: Powder coat aluminium finish with colour to match window colour, with black 'Screenguard', Closer & triple lock (Product specific, refer to drawings)	per door	$ 812.00		
16	Sliding security door up to 2040mm high x 1200mm wide which includes: Powder coat aluminium finish with colour to match window colour, with black 'Screenguard', wire and lock (Product specific, refer to drawings)	per door	$ 997.00		
	WINDOWS				
17	Provide one aluminium framed hinged or sliding fly door (product specific) up to 2040mm high with fibreglass fly wire, closer & latch. Powder coat colour to match windows	each	$ 245.00		
	FIT-OUT				
18	Provide a mirror panel to a sliding wardrobe door up to 2400mm high x 1200mm wide, in lieu of a vinyl panel	per door	$ 62.00		
19	Provide sun screen holland rolier blinds to living areas & block out holland roller blinds to bedrooms. Product specific, refer to product specific list. Colour: White	bulk items	*Refer to Product Blind schedule, Pg 2*		
	KITCHEN				
20	Provide Technika Veneto 900mm VO90SS underbench oven in lieu of standard 600mm oven	Item	$ 977.00		
21	Provide Technika Veneto 900mm slide out rangehood SL1/01/901 in lieu of standard 600mm slide out rangehood	Item	$ 160.00		
22	Provide Technika Veneto 900mm gas cooktop VH 90SS in lieu of standard 600mm gas cooktop	Item	$ 420.00		
23	Provide Capped cold water point to fridge space	Item	$ 165.00		
			TOTAL VARIATION COST (Inc GST)		

Prices and information correct at time of publication and are subject to change.

DATE:_____

PURCHASER 1
Print Name:_____ **Signature:**_____

PURCHASER 2
Print Name:_____ **Signature:**_____

Vendor Statement

The vendor makes this statement in respect of the land in accordance with section 32 of the Sale of Land Act 1962.

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract. The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Land	Lot _____ on proposed Plan of Subdivision PS801120A, Stage 7, Eastside, Craigieburn	
Vendor's name	Stockland Highlands Pty Ltd	**Date**
Vendor's signature		
Purchaser's name		**Date**
Purchaser's signature		
Purchaser's name		**Date**
Purchaser's signature		
Purchaser's name		**Date**
Purchaser's signature		
Purchaser's name		**Date**
Purchaser's signature		

Important information

InfoTrack is not liable in any way, including, without limitation, in negligence, for the use to which this document may be put, for any errors or omissions in this document. It is advised you should also check for any subsequent changes in the law.

1. FINANCIAL MATTERS

1.1 **Particulars of any Rates, Taxes, Charges or Other Similar Outgoings** (and any interest on them)

Total does not exceed: $ 5000

1.2 **Particulars of any Charge** (whether registered or not) imposed by or under any Act to secure an amount due under that Act, including the amount owing under the charge

$ To $

Other particulars (Including dates) and times of payments:

Not applicable

1.3 **Terms of Contract**

This section 1.3 only applies if this vendor statement is in respect of a terms contract where the purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the vendor after the execution of the contract and before the purchaser is entitled to a conveyance or transfer of the land.

Not applicable.

1.4 **Sale Subject to Mortgage**

This section 1.4 only applies if this vendor statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Not applicable.

2. INSURANCE

2.1 **Damage and Destruction**

This section 2.1 only applies if this vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not applicable.

2.2 **Owner-Builder**

This section 2.2 only applies where there is a residence on the land that was constructed by an owner-builder within the preceding 6 years and section 137B of the Building Act 1993 applies to the residence.

Not applicable.

Note: There may be additional legislative obligations in respect of the sale of land on which there is a building on which building work has been carried out.

3. LAND USE

3.1 **Easements, Covenants or Other Similar Restrictions**

(a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered): -

- (•) *Is in the attached copies of title document/s.
- ( ) *Is as follows:

This section 6 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act* 2006.

The Owners Corporation does not currently exist but will be created on registration of Plan of Subdivision 733921Q. The following will be provided to the Purchaser prior to settlement:

6.1 (a) a copy of any current owners corporation certificate issued in respect of the Property under the Owners Corporation Act 2006 (Vic); and

(b) all documents and information required under section 151(4)(b) of the Owners Corporation Act 2006 (Vic).

7. ☒ GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning And Environment Act* 1987.

7.1 Work-in-Kind Agreement

This section 7.1 only applies if the land is subject to a work-in-kind agreement

(a) The land is NOT to be transferred under the agreement unless the square box is marked with an "X" ☐

(b) The land is NOT land on which works are to be carried out under the agreement (other than Crown land) unless the square box is marked with an "X" ☐

(c) The land is NOT land in respect of which GAIC is imposed unless the square box is marked with an "X" ☐

7.2 GAIC Recording

This section 7.2 only applies if there is a GAIC recording.

Any of the following certificates or notices must be attached if there is a GAIC recording. The accompanying boxes marked with an "X" indicate that such a certificate or notice that is attached:

(a) Any certificate of release from liablitiy to pay a GAIC recording ☐

(b) Any certificate of deferral of the liablitiy to pay the whole or part of a GAIC ☐

(c) Any certificate of exemption from liability to pay a GAIC ☐

(d) Any certificate of staged payment approval ☐

(e) Any certificate of no GAIC liability ☐

(f) Any notice providing evidence of the grant of a reduction of the whole part of the liability for a GAIC or an exemption from that liability ☐

(g) A GAIC certificate issued under Part 9B of the Planning and Environment Act 1987 must be attached if there is not certificate or notice issued under any of the sub-sections 7.2 (a) to (f) above ☐

8. SERVICES

The services which are marked with an 'X' in the accompanying square box are NOT connected to the land:

Electric Supply ☒	Gas supply ☒	Water supply ☒	Sewerage ☒	Telephone services ☒

9. TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**

A Register Search Statement and the document, or part of a document, referred to as the "diagram location" in that statement which identifies the land and its location.

10. SUBDIVISION

10.1 Unregistered Subdivision

This section 10.1 only applies if the land is subject to a subdivision which is not registered.
Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified

10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the

(b) ☐ *Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

None, to the knowledge of the Vendor

3.2 **Road Access**

There is NO access to the property by road if the square box is marked with an 'X' ☐

3.3 **Designated Bushfire Prone Area**

The land is in a designated bushfire prone area within the meaning of regulations made under the Building Act 1993 if the square box is marked with an 'X' ☐

3.4 **Planning Scheme**

Attached is a certificate with the required specified information

4. NOTICES

4.1 **Notice, Order, Declaration, Report or Recommendation**

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:

Not applicable.

4.2 **Agricultural Chemicals**

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

Not applicable

4.3 **Compulsory Acquisition**

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation* Act 1986 are as follows:

Not applicable

5. BUILDING PERMITS

Particulars of any building permit issued under the Building Act 1993 in the preceding 7 years (required only where there is a residence on the land).

Are contained in the attached certificate.

6. OWNERS CORPORATION

This section 6 only applies if the land is affected by an owners corporation within the meaning of the *Owners Corporations Act 2006*

Subdivision Act 1988.

Attached is a copy of the plan for the first stage if the land is in the second or a subsequent stage.
The requirements in a statement of compliance relating to the stage in which the land is included that have not been compiled with are as follows:

No Statement of Compliance has issued yet

The proposals relating to subsequent stages that are known to the vendor are as follows:

See master Plan attached to this Vendor Statement

The contents of any permit under the *Planning and Envirnment Act 1987 authorising the staged subdivision are:*

A permit for the staged subdivision has not yet issued

10.3 **Further Plan of Subdivision**

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the Subdivision Act 1988 is proposed.

Not Applicable

11. ☐ DISCLOSURE OF ENERGY INFORMATION

(Disclosure of this information is not required under section 32 of the Sale of Land Act 1962 but may be included in this vendor statement for convenience.)

Details of any energy efficiency information required to be disclosed regarding a disclosure affected building or disclosure area affected area of a building as defined by the Building Energy Efficiency Disclosure Act 2010 (Cth)

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 2000m^2; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not applicable.

12. DUE DILIGENCE CHECKLIST

(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)

13. ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this section 13)

(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

Register Search Statement (Title) Volume 11838 Folio 031
Instrument Search AH377517X
Instrument Search AN707362P
Instrument Search AQ301686X
Copy Plan PS742716Q
Proposed Plan PS 801120A/S1
Proposed Plan PS 801120A/S2
Proposed Plan PS 801120A/S3
Proposed Plan PS 801120A/S4
Proposed Plan PS 801120A/S5
Proposed Plan PS 801120A/S6
Proposed Plan PS 801120A/S7
State Revenue Office: Land Tax Certificate - 11838/031
Vicroads: Vicroads Certificatae - 11838/031
Hume: Land Information Certificate - 11838/031
Department of Environment, Land, Water & Planning: Planning Certificate Express - 11838/031
Yarra Valley Water: Water Information Statement - 11838/031
Environment Protection Authority: Extract of Priority Sites Register - 11838/031
Designated Bushfire Prone Areas Report
Due Diligence Checklist

Copyright State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 (Vic) or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. The State of Victoria accepts no responsibility for any subsequent release, publication or reproduction of the information.

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

VOLUME 11838 FOLIO 031

Security no : 124068639090W
Produced 17/10/2017 03:26 pm

LAND DESCRIPTION

Lot E on Plan of Subdivision 742716Q.
PARENT TITLE Volume 11651 Folio 947
Created by instrument PS742716Q 29/11/2016

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
STOCKLAND HIGHLANDS PTY LTD of LEVEL 7 452 FLINDERS STREET MELBOURNE VIC 3000
PS742716Q 29/11/2016

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.

AGREEMENT Section 173 Planning and Environment Act 1987
AH377517X 21/07/2010

AGREEMENT Section 173 Planning and Environment Act 1987
AN707362P 03/04/2017

AGREEMENT Section 173 Planning and Environment Act 1987
AQ301686X 02/10/2017

DIAGRAM LOCATION

SEE PS742716Q FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AQ301686X	AGREEMENT	Registered	02/10/2017

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

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

Street Address: 90 CENTRAL PARK AVENUE CRAIGIEBURN VIC 3064

DOCUMENT END

Imaged Document Cover Sheet

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

Document Type	**instrument**
Document Identification	**AH377517X**
Number of Pages (excluding this cover sheet)	**136**
Document Assembled	**17/10/2017 15:40**

Copyright and disclaimer notice:
© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. The State of Victoria accepts no responsibility for any subsequent release, publication or reproduction of the information.

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

Imaged Document Cover Sheet

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

Document Type	**instrument**
Document Identification	**AH377517X**
Number of Pages (excluding this cover sheet)	**136**
Document Assembled	**17/10/2017 15:40**

Copyright and disclaimer notice:
© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. The State of Victoria accepts no responsibility for any subsequent release, publication or reproduction of the information.

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

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 1 of 136

AH377517X
21/07/2010 $955.20 173

Application by a Responsible Authority for recording of an agreement

Section 181(1) Planning and Environment Act 1987

Lodged by: DLA Phillips Fox

Name: Karina Shpigel

Phone: 9274 5557

Address: 140 William Street Melbourne

Ref: 0490763/001

Customer Code: 1390B

The Responsible Authority, having made an agreement requires a recording to be made in the Register for the land.

Land: Please see attached Annexure 1

Authority or council: Hume City Council, 1079 Pascoe Vale Road, Broadmeadows, Victoria 3047

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

A copy of this agreement is attached to this application.

Date: 23/6/10

Signed: K Birtwistle

.....

Full name: KERRIE BIRTWISTLE

Office held: MANAGER STATUTORY PLANNING

119216422 \ 0490763 \ KZS02

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 2 of 136

DLA PHILLIPS FOX

AH377517X
21/07/2010 $955.20 173

Application by a Responsible Authority for Recording of an Agreement

Annexure 1

Land:

The following Certificates of Title:

	Volume	Folio
1	11040	205
2	11170	029
3	11215	878
4	11215	879
5	11215	880
6	11215	881
7	11215	882
8	11215	883
9	11215	884
10	11215	885
11	11215	886
12	11215	887
13	11215	888
14	11215	889
15	11215	890
16	11215	891
17	11215	892
18	11215	893
19	11215	894
20	11215	895
21	11215	896

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 3 of 136

DLA PHILLIPS FOX

AH377517X
21/07/2010 $955.20 173

22	11215	897
23	11215	898
24	11215	890
25	11215	891
26	11215	892
27	11215	893
28	11215	894
29	11215	895
30	11215	896
31	11215	897
32	11215	898
33	11215	899
34	11215	900
35	11215	901
36	11104	094
37	11104	095
38	11130	311
39	11130	312
40	11140	619
41	11170	246
42	11170	247
43	11170	248
44	11170	250
45	11175	026
46	11175	027
47	11159	312

Number repeated

being lot D on unregistered Plan of Subdivision 622428R

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 4 of 136

DLA PHILLIPS FOX

AH377517X
21/07/2010 $955.20 173

48	11215	817
49	11215	818
50	11215	819
51	11215	820
52	11215	821
53	11215	822
54	11215	823
55	11215	824
56	11215	825
57	11215	826
58	11215	827
59	11215	828
60	11215	829
61	11215	830
62	11215	831
63	11215	832
64	11215	833
65	11215	834
66	11215	835
67	11215	836
68	11215	837
69	11215	838
70	11215	839
71	11215	840
72	11204	943
73	11204	944
74	11205	135

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 5 of 136

DLA PHILLIPS FOX

AH377517X
21/07/2010 $955.20 173

75	11207	440
76	11207	441
77	11207	442
78	11207	443
79	11207	445
80	11201	967
81	11206	838
82	11205	971
83	11206	804
84	11206	805
85	11206	806
86	11206	807
87	11206	808
88	11206	809
89	11134	984
90	11175	213

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 6 of 136

AH377517X
21/07/2010 $955.20 173

CLAYTON UTZ

Section 173 Agreement

Stockland Highlands Pty Limited
ACN 097 352 200

Owner

Hume City Council

Council

Land: Highlands at Craigieburn

The Clayton Utz contact for this document is
Don Mazzone on +61 3 9286 6000122

Clayton Utz
Lawyers
Level 18 333 Collins Street Melbourne VIC 3000 Australia
DX 38451 333 Collins VIC
T +61 3 9286 6000 F +61 3 9629 8488

www.claytonutz.com

Our reference 14709/80077867

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 7 of 136

AH377517X
21/07/2010 $955.20 173

Contents

1. Definitions and interpretations 2

1.1 Definitions 2
1.2 Interpretation 3

2. Agreement under section 173 of the Act 4

3. Commencing and effect of agreement 4

3.1 Commencement of agreement 4
3.2 Covenants 4

4. CMP Obligations 5

4.1 Implementation of the CMP 5
4.2 Implementation of the CMP on the Central Aitken Creek Reserve 5

5. Conservation Reserves 5

5.1 Vesting of Conservation Reserves 5
5.2 Payment to Council for management of Conservation Reserves 5

6. Ongoing Licence to the Council and the Department of Sustainability of Environment 5

7. Owner's Warranties 6

8. Registration 6

8.1 Registration 6
8.2 Notice 6

9. General 6

9.1 Further acts 6
9.2 Counterparts 6
9.3 Successors in title 6
9.4 No fettering of the Responsible Authority's powers 6
9.5 Council's costs to be paid 7
9.6 Governing law 7
9.7 Jurisdiction 7
9.8 Amendments 7
9.9 Notices 7

10. Ending of Agreement 8

10.1 Termination Date 8
10.2 Cancelling of Recording 8
10.3 Removal of Residential Lots from Application of Agreement 9

Annexure A 11

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 8 of 136

AH377517X
21/07/2010 $955.20 173

This Agreement made on 18th May **2010**

Parties **Stockland Highlands Pty Limited ACN 097 352 200** of Level 7, 452 Flinders Street, Melbourne

("Owner")

Hume City Council of 1079 Pascoe Vale Road, Broadmeadows

("Council")

Background

A. The Owner is registered as the proprietor of the Land and is developing the Land as part of the Highlands Estate.

B. The Owner was previously the registered proprietor of the Central Aitken Creek Reserve, which is now owned by VicUrban.

C. The Council is the responsible authority under the Act for the administration and enforcement of the Scheme which applies to the Land.

D. The Council has issued the Planning Permit which allows, amongst other matters, the removal of Native Vegetation on the Land. The Land includes remnant patches of Plains Grassland and Creekline Grassy Woodland.

E. Condition 8 of the Planning Permit requires the Owner to enter into this Agreement. Condition 8 states:

> *Prior to the issue of a statement of compliance for the first stage of the subdivision, the owner of the subject land must, at no cost to the Responsible Authority, enter in to and execute (in a form satisfactory to the Responsible Authority) a legal agreement with the Responsible Authority, which details:*
>
> > *(a) All objectives and management actions outlined in the Conservation Management Plan – Highlands Craigieburn (final Draft 25/7/08) are adhered to in order to ensure the management and conservation of threatened species and the achievement of a Net Gain in native vegetation of a total of 0.8hha – 0.1hha of Creekline Grassy Woodland and 0.71hha of Plains Grassland.*
> >
> > *(b) All future actions on the areas covered by the Conservation Management Plan – Highlands Craigieburn (final Draft 25/7/08) are to be in accordance with the objectives and actions outlined in this document. This includes all works relating to recreation provision, public open space, drainage and other works.*

F. The purpose of this Agreement is to set out the Owner's obligation to implement the CMP on the Land and the Central Aitken Creek Reserve, which includes a net gain offset management plan.

G. The Owner will use its best endeavours to procure VicUrban's consent to implement the CMP on the Central Aitken Creek Reserve.

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 9 of 136

AH377517X
21/07/2010 $955.20 173

H. The Council and the Owner have agreed to enter into this Agreement to give effect to the requirements of condition 8 of the Planning Permit.

I. The Land is not encumbered by any mortgage.

J. The Council and the Owner have agreed that without limiting or restricting their respective powers to enter into this Agreement and in so far as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.

Operative provisions

1. Definitions and interpretations

1.1 Definitions

In this Agreement unless expressed or implied to the contrary:

"Act" means the Planning and Environment Act 1987.

"Agreement" means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement.

"Business Day" means any day other than a Saturday, Sunday or bank or public holiday in Melbourne.

"Central Aitken Creek Reserve" means Reserve No 2 on proposed Plan of Subdivision 622440C, to be created from Certificate of Title Volume 5378 Folio 559 and which is identified in the CMP as part of the Aitken Creek North Conservation Reserve and Regional Open Space.

"CMP" means the Conservation Management Plan - Highlands, Craigieburn dated 17 January 2010 prepared by Ecology Australia Pty Ltd as approved by and amended from time to time with the written approval of Council, the Department of Sustainability and Environment (Victoria) and the Department of Environment Water Heritage and the Arts (Commonwealth). A current copy of the CMP which was approved on 17 January 2010 is attached to this Agreement as Annexure A.

"Commencement Date" means the date on which this Agreement is executed by the Owner and the Council.

"Conservation Reserves" means the four conversation reserves identified in the CMP as Malcolm Creek Corridor, Aitken Creek North (which includes the Central Aitken Creek Reserve) , Aitken Creek South and Mt Aitken and referred to in Condition 27 of the Planning Permit as "public open space/landscape areas".

"Land" means Lot SS on Plan of Subdivision No. PS 616068F and Lots B and CC on Plan of Subdivision No. PS610982F.

"Owner" means the person or persons from time to time registered or entitled to be registered as the proprietor of an estate in fee simple in the Land or any part of it.

"Plan of Subdivision" has the same meaning as in the *Subdivision Act 1988* (Vic) and includes a proposed or registered plan of subdivision.

"Planning Permit" means planning permit number P12540 issued by the Council on 12 May 2009.

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 10 of 136

AH377517X
21/07/2010 $955.20 173

"Residential Lot" means a lot shown on a plan of subdivision for the Land that is intended to be developed for residential purposes.

"Scheme" means the Hume Planning Scheme.

"Termination Date" means the date upon which this Agreement ends as set out in clause 10 of this Agreement.

"VicUrban" means the Victorian Urban Development Authority of 710 Collins Street, Melbourne.

1.2 Interpretation

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

(a) undefined terms or words have the meanings given to them in the Act or the Scheme;

(b) the singular includes the plural and vice versa;

(c) a gender includes the other gender;

(d) a reference to a person includes a reference to a firm, corporation or other corporate body;

(e) if a party consists of more than one person this Agreement binds them jointly and each of them severally;

(f) a reference to a 'planning scheme' or 'the Scheme' includes any amendment, consolidation, or replacement of such scheme and any document incorporated by reference into such scheme;

(g) a reference to a statute includes any statutes amending, consolidating or replacing those statutes and any regulations made under the statutes;

(h) where, in this Agreement, the Council may exercise any power, duty or function, that power may be exercised on behalf of the Council by an authorised or delegated officer;

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

(j) the recitals to this Agreement form part of this Agreement;

(k) no word, words or provision shall operate to limit or in any way prejudice the effect of any other word, words or provision unless it is expressly provided otherwise;

(l) a reference to "writing" or "written" and any words of similar import include printing, typing, lithography and any other means of reproducing characters in tangible and visible form, including any communication effected through any electronic medium if such communication is subsequently capable of reproduction in tangible or visible form;

(m) if the day or last day for doing anything or on which an entitlement is due to arise is not a Business Day, the day or last day for doing the thing or date on which the entitlement arises shall for the purposes of this Deed be the next Business Day;

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 11 of 136

AH377517X
21/07/2010 $955.20 173

(n) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;

(o) a reference to an agreement or a document is to that agreement or document as amended, novated, supplemented, varied or replaced from time to time except to the extent prohibited by this Agreement;

(p) a reference to any thing includes the whole and each part of it;

(q) "include" (in any form) when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind;

(r) a reference to "$" or "dollar" is to Australian currency;

(s) where a party covenants, promises, undertakes or agrees to:

(i) perform; or

(ii) refrain from doing or carrying out,

some act or thing that party must:

(iii) procure that their respective contractors, employees and agents perform such act or thing; or

(iv) refrain from so doing or carrying out such act or thing;

(t) a provision must not be interpreted to the disadvantage of a party because that party (or its representative) drafted that provision.

(u) if a reference is made to any person, body or Authority and that person, body or Authority has ceased to exist, then the reference is deemed to be a reference to the person, body or Authority that then serves substantially the same objects as the person, body or Authority that has ceased to exist; and

(v) a reference to the President of a person, body or Authority shall, in the absence of a President, be read as a reference to the senior officer for the time being of the person, body or Authority or such other person fulfilling the duties of President.

2. Agreement under section 173 of the Act

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

3. Commencing and effect of agreement

3.1 Commencement of agreement

This Agreement commences on the Commencement Date.

3.2 Covenants

The Owner's obligations under this Agreement will take effect as separate and several covenants which will be annexed to and run at law and equity with the Land.

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 12 of 136

AH377517X
21/07/2010 $955.20 173

4. CMP Obligations

4.1 Implementation of the CMP

The Owner must, at its own cost, properly implement the CMP, which includes the net gain offset management plan, on the Land and the Central Aitken Creek Reserve to the satisfaction of Council and the Department of Sustainability and Environment for a period of 10 years from the date on which the Owner commences development of the Land.

4.2 Implementation of the CMP on the Central Aitken Creek Reserve

The Owner agrees that it will use its best endeavours to have VicUrban:

(a) consent to the Owner entering upon the Central Aitken Creek Reserve in order to comply with its obligation in Clause 4.1;

(b) vest the Central Aitken Creek Reserve to Council as required by Clause 5.2; and

(c) grant the Council and the Department of Sustainability of Environment a non-exclusive licence to enter the Central Aitken Creek Reserve for the purposes set out in Clause 6.

5. Conservation Reserves

5.1 Vesting of Conservation Reserves

The Owner must at its own cost prepare a plan of subdivision vesting the Conservation Reserves which it owns and use its best endeavours to procure VicUrban to vest the Central Aitken Creek Reserve to Council:

(a) at the expiry of 10 years of satisfactory management under the CMP by the Owner as determined by Council; or

(b) at an earlier date if required or agreed to by Council in writing.

5.2 Payment to Council for management of Conservation Reserves

If Council has required or agreed to the earlier vesting of the Conservation Reserves under Clause 5.1(b), the Owner must:

(a) pay the Council an annual fee that is to Council's satisfaction for the cost of implementing the CMP on the Conservation Reserves that it transferred to Council and procure VicUrban to do likewise for the Central Aitken Creek Reserve for the number of years that remain at the date of vesting of the ten year management period; and

(b) provide Council with a bank guarantee for a sum that is to Council's satisfaction to secure the Owner's obligation in clause 5.2(a) above.

6. Ongoing Licence to the Council and the Department of Sustainability of Environment

The Owner grants to the Council and the Department of Sustainability and Environment, and their officers, employees, representatives, agents and invitees, a non-exclusive licence to enter the Land, at any time to assess the compliance of the Owner with its obligations under this Agreement.

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 13 of 136

AH377517X
21/07/2010 $955.20 173

7. Owner's Warranties

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

8. Registration

8.1 Registration

The Owner:

(a) consents to the Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the folio of the Register which relates to the Land in accordance with Section 181 of the Act; and

(b) will do all things necessary to enable the Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

8.2 Notice

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

9. General

9.1 Further acts

Each party must promptly sign any documents and do anything else reasonably necessary to give effect to this Agreement.

9.2 Counterparts

This Agreement may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes an original of this Agreement, and all together constitute one agreement.

9.3 Successors in title

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

(a) give effect to, do all acts and sign all documents requiring those successors to give effect to this Agreement; and

(b) execute a deed agreeing to be bound by this Agreement.

9.4 No fettering of the Responsible Authority's powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of the Council to make any decision or impose any requirements or conditions in

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 14 of 136

AH377517X
21/07/2010 $955.20 173

connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Land or relating to any use or development of the Land.

9.5 Council's costs to be paid

The Owner covenants to immediately pay to the Council the Council's reasonable costs and expenses of and incidental to the preparation, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.

9.6 Governing law

This Agreement is governed by and must be construed according to the law applying in Victoria.

9.7 Jurisdiction

Each party irrevocably:

(a) submits to the non exclusive jurisdiction of the courts of Victoria, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this Agreement; and

(b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum.

9.8 Amendments

This Agreement may only be varied by the written agreement of both parties and generally in accordance with section 178 of the Act.

9.9 Notices

Each communication (including each notice, consent, approval, request and demand) under or in connection with this Agreement:

(a) must be in writing, be in English and dated;

(b) must be addressed as follows (or as otherwise notified by that party to each other party from time to time):

Council

Name:	Hume City Council
Address:	1079 Pascoe Vale Road Broadmeadows, Victoria 3047
Fax:	(03) 9309 0109 -
For the attention of:	Manager - Statutory Planning

Owner

Name:	Stockland Highlands Pty Limited
Address:	Level 7, 452 Flinders Street Melbourne, Victoria 3000

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 15 of 136

AH377517X
21/07/2010 $955.20 173

Fax: (03) 8684 5000
For the attention of: Ben Cantwell
Project Director

(c) must be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;

(d) must be delivered by hand or posted by prepaid post to the address, or sent by fax to the number, of the addressee, in accordance with clause 9.7(b); and

(e) is taken to be received by the addressee:

(i) (in the case of prepaid post sent to an address in the same country) on the third day after the date of posting;

(ii) (in the case of prepaid post sent to an address in another country) on the fifth day after the date of posting by airmail;

(iii) (in the case of fax) at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the fax machine from which it was sent; and

(iv) (in the case of delivery by hand) on delivery,

but if the communication is taken to be received on a day that is not a Business Day or after 5.00 pm, it is taken to be received at 9.00 am on the next Business Day.

10. Ending of Agreement

10.1 Termination Date

This Agreement ends:

(a) when the Owner has complied with all of its obligations contained in this Agreement to the satisfaction of the Council; or

(b) insofar as it relates to the Central Aitken Creek Reserve, when VicUrban enters into an agreement in a form acceptable to the Council in relation to the Central Aitken Creek Reserve substantially in the form or to the effect of this agreement;

(c) otherwise by agreement between the parties in accordance with Section 177(2) of the Act.

10.2 Cancelling of Recording

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

(b) The Owner may make more than one request of the Council to do so as the Owner's obligations are progressively satisfied.

(c) If this Agreement relates to more than one lot after the subdivision of the Land, the Owner of that lot may request the Council to end this Agreement in relation to that lot if the Owner of that lot has complied with its obligations in relation to that lot.

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 16 of 136

" REPEATED "

10.2 Cancelling of Recording

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

(b) The Owner may make more than one request of the Council to do so as the Owner's obligations are progressively satisfied.

(c) If this Agreement relates to more than one lot after the subdivision of the Land, the Owner of that lot may request the Council to end this Agreement in relation to that lot if the Owner of that lot has complied with its obligations in relation to that lot.

10.3 Removal of Residential Lots from Application of Agreement

(a) Notwithstanding that the Owner may still be in the course of complying with its obligations in this Agreement, the Council may at the request of the Owner, consent to removing particular Residential Lots from the application of this Agreement pursuant to Section 183 of the Act.

(b) The Council will only provide its consent under this clause where it has issued a statement of compliance for a plan of subdivision for the Land that shows the Residential Lots.

(c) If the Council provides its agreement under this clause, the Owner will at its own cost lodge an application in the prescribed form with the Registrar of Titles for the removal of those Residential Lots from the application of this Agreement.

(d) For the avoidance of any doubt, the effect of Council's consent under this clause is that any Residential Lot created by the plan of subdivision to which Council's approval applies will not be affected by this Agreement.

AH377517X
21/07/2010 $955.20 173

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 17 of 136

AH377517X
21/07/2010 $955.20 173

Signed as an agreement

Executed on behalf of **Stockland Highlands Pty Limited ACN 097 352 200** by Andrew Whitson under a Power of Attorney dated 27th April, 2009 who declares that he has no notice of revocation of the said Power of Attorney, in the presence of:

Signature of Witness

PENNY PHILO

Name of Witness in full

Signature of Attorney

The Common Seal of **Hume City Council** was hereto affixed on the 1st day of May 2010 in the presence of:

Councillor

Chief Executive Officer

HUME CITY COUNCIL
THE COMMON SEAL OF

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 18 of 136

AH377517X
21/07/2010 $955.20 173

Annexure A

Conservation Management Plan - Highlands Craigieburn dated 17 January 2010 prepared by Ecology Australia Pty Ltd

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 19 of 136

AH377517X
21/07/2010 $955.20 173

Ecology Australia

Conservation Management Plan - Highlands, Craigieburn

Project: 06-69

Prepared for:

Stockland



Ecology Australia Pty Ltd
Flora and Fauna Consultants
www.ecologyaustralia.com.au
admin@ecologyaustralia.com.au
88B Station Street, Fairfield,
Victoria, Australia 3078
Tel: (03) 9489 4191
Fax: (03) 9481 7679

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 20 of 136

AH377517X
21/07/2010 $955.20 173

© 2010 Ecology Australia Pty Ltd

This publication is copyright. It may only be used in accordance with the agreed terms of the commission. Except as provided for by the Copyright Act 1968, no part of this publication may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, without prior written permission of Ecology Australia Pty Ltd.

Document information

This is a controlled document. Details of the document ownership, location, distribution, status and revision history are listed below.

All comments or requests for changes to content should be addressed to the document owner.

Bioregion (for EA record keeping purposes): Victorian Volcanic Plains

Owner	Ecology Australia
Author	C. Renowden, L.V. Crowfoot, J. Kershaw and R. Marr
Location	J:\CURRENT PROJECTS\Highlands Craigieburn Ad Hoc 10-015\CMP Implementation\CMP final Jan 2010\Conservation Management Plan_Final_Jan-10.doc
Distribution	Greg Miller Stockland Chris Murphy and Frances Knight Department of the Environment, Water, Heritage and the Arts

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 21 of 136

AH377517X
21/07/2010 $955.20 173

Document History			
Status	**Changes**	**By**	**Date**
Draft 0.1	First Draft	C. Renowden, L.V. Crowfoot, J. Kershaw and R.M. Marr	18/4/08
Final Draft	Comments from DEWHA, DSE and Hume City Council	C. Renowden, L.V. Crowfoot, J. Kershaw and R.M. Marr	25/7/08
Final Draft	Comments from Hume City Council	C. Renowden, L.V. Crowfoot	11/8/08
Final Draft	Further comments from DEWHA	C. Renowden, L.V. Crowfoot	13/3/09
Final	Further comments from DEWHA	C. Renowden	8/10/09
Final	Further comments from DEWHA	C. Renowden, J. Kershaw and Ruth M. Marr	5/1/10
Final	Inserted Malcolm Creek Master Plan endorsed by Council	C. Renowden	17/1/2010

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 22 of 136

AH377517X
21/07/2010 $955.20 173

Contents

Summary		1
1	Introduction	5
2	Study Area	6
3	Conservation Reserves	8
4	Background	10
4.1	Matted Flax-lily (*Dianella amoena*)	10
4.2	River Swamp Wallaby-grass (*Amphibromus fluitans*)	10
4.3	Golden Sun Moth (*Synemon plana*)	11
5	Conservation Management Plan	13
5.1	Objectives	13
5.2	Management and conservation of threatened species	13
5.2.1	Matted Flax-lily (*Dianella amonea*)	13
5.2.2	River Swamp Wallaby-grass (*Amphibromus fluitans*)	17
5.2.3	Golden Sun Moth (*Synemon plana*)	24
5.2.4	Growling Grass Frog (*Litoria raniformis*)	31
5.3	Protection of remnant trees	38
5.4	Management of vegetation within Conservation Reserves and ROS	38
5.4.1	Biomass reduction	38
5.4.2	Weed management	42
5.5	Revegetation	48
5.5.1	Revegetation methods	48
5.6	Summary of management actions	52
6	Net Gain – Offset Management Plan	55
6.1	Introduction	55
6.2	Summary of Net Gain targets	55
6.3	Strategy of achieving gains	57
6.4	Offset Management Plan	62
7	Pest animal control	72
8	Pre-construction: habitat protection and contractor induction	74
9	User- related Issues	76
9.1	Passive recreation	76
9.2	Education	78
9.3	Domestic animal control	80
10	Monitoring	82
10.1	Spring - summer	82

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 23 of 136

AH377517X
21/07/2010 $955.20 173

10.2 Autumn 87
11 CMP implementation 88
11.1 Auditing and review 88
11.2 Conservation Management Plan elements implemented to date (October 2009) 89
12 References 93
13 Acknowledgments 98

Tables

Table 1 Highlands CMP: Weed species of Aitken Creek south that are potential threat to Matted Flax-lily. 14

Table 2 Highlands CMP: Weed species currently threatening populations or habitat of River Swamp Wallaby-grass. 19

Table 3 Highlands CMP: Thresholds for wetland habitat management in relation to the Growling Grass Frog 36

Table 4 Highlands CMP: Weed species identified for elimination or control within Conservation Reserves 45

Table 5 Highlands CMP: Plant species suitable for revegetation within Conservation Reserves and Regional Open Space. 51

Table 6 Highlands CMP: Summary of key management actions and timing for Conservation Reserves and Regional Open Space, see corresponding Figure 5. 53

Table 7 Highlands CMP: Net Gain habitat hectare targets. 56

Table 8 Highlands CMP: Areas where remnant vegetation will be removed and the corresponding areas where gains will be achieved. 59

Table 9 Highlands CMP: Potential gains for Plains Grassland offset sites. 60

Table 10 Highlands CMP: Potential gains achievable within Creekline Grassy Woodland remnants, Aitken Creek south. 61

Table 11 Highlands CMP: Weed species requiring control or elimination within the offset areas. 63

Table 12 Highlands CMP: Recommended weed control/indigenous planting contractors 64

Table 13 Highlands CMP: Indigenous species for supplementary planting within the Common Tussock-grass Grassland (HZ 1), Aitken Creek south. 66

Table 14 Highlands CMP: Ten year management plan for the Net Gain offset areas. 68

Table 15 Highlands CMP: Summary of pre-construction protocols for protection of Conservation Reserves 75

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 24 of 136

Table 16 Highlands CMP: Ten year management plan for Conservation Management Plan (CMP) [management will be reviewed and updated at 10 years, following this, management will be carried on as below [if deemed appropriate] at the review stage) 90

Figures

Figure 1 Highlands, Craigieburn (Aerial: Bosco Johnson Pty Ltd) 7

Figure 2 Regional Open Space (ROS) Highlands, Craigieburn (Bosco Johnson Pty Ltd). Conservation Reserves are within the ROS areas, see Figure 4 and 5. 9

Figure 3 Location of River Swamp Wallaby-grass populations (Sites 1 – 9), Matted Flax-lily plant, trees (remnant and non-remnant), remnant patches of vegetation and Net Gain Habitat Zones (HZ), Highlands, Craigieburn. 16

Figure 4 Highlands CMP: Golden Sun Moth core habitat, location of proposed water treatment wetlands and ROS. 30

Figure 5 Highlands CMP: conservation management regimes for Conservation Reserves within ROS at Highlands, Craigieburn 54

Appendices

Appendix 1 Highlands CMP: Habitat condition scores for recent (2006/2007) Net Gain assessments. 99

Appendix 2 Golden Sun Moth survey sheet and example habitat proforma 102

Appendix 3 Highlands CMP: Letter from Hume City Council 105

Appendix 4 Wetland criteria for translocated River Swamp Wallaby-grass 106

Appendix 5 ADDENDUM 22/12/2009 108

Appendix 6 Malcolm Creek Master Plan endorsed by Hume City Council (12 March 2010) 109

AH377517X
21/07/2010 $955.20 173

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 25 of 136

AH377517X
21/07/2010 $955.20 173

Summary

Ecology Australia was commissioned by Stockland Pty Ltd to prepare a Conservation Management Plan (CMP) for Conservation Reserves within areas of Regional Open Space (ROS) along Aitken and Malcolm Creek at Highlands, Craigieburn. The key issues for management within these areas include:

- Matted Flax-lily (*Dianella amoena*) – listed as Endangered under the Commonwealth *Environment Protection Biodiversity Conservation Act 1999* (EPBC Act);
- River Swamp Wallaby-grass (*Amphibromus fluitans*) - listed as Vulnerable under the EPBC Act;
- Golden Sun Moth (*Synemon plana*) - listed as Critically Endangered under the EPBC Act and threatened under the Victorian *Flora and Fauna Guarantee Act 1988* (FFG Act);
- Growling Grass Frog (*Litoria raniformis*) - listed as Vulnerable under the EPBC Act, threatened under the FFG Act and Endangered in Victoria (DSE 2007). This species has not been recorded on the site, however, measures for habitat improvement within water treatment wetlands, creeks and monitoring protocols are outlined in the CMP in the event the species colonises newly created wetlands;
- Protection of remnant vegetation - Plains Grassland, listed as threatened under the FFG Act and Creekline Grassy Woodland, Endangered in the Victorian Volcanic Plain Bioregion, remnant trees; and
- Net Gain habitat hectare offsets.

The objective of the CMP is to outline management actions and pre-construction protocols required for the long term protection of Matted Flax-lily, River Swamp Wallaby-grass, Golden Sun Moth, potential Growling Grass Frog habitat and remnant vegetation in areas designated for conservation reserves. It also provides a Net Gain offset management plan for the loss of remnant patches.

This document also forms part of the Preliminary Documentation which supports an EPBC referral submitted to the Department of Environment, Water, Heritage and Arts (DEWHA) on 15 April 2008 (EPBC referral 2008/4161).

The Highlands residential development is located at Craigieburn, c. 25 km north of Melbourne. The developable area comprises 743.6 ha, 107.3 ha of which is ROS and includes c. 48.5 ha of Conservation Reserves. These reserves consist of:

- 8 ha of remnant Plains Grassland and Creekline Grassy Woodland, of which 4.59 ha is required to achieve the Net Gain habitat hectare offset target for the Highlands development; and
- an additional 40.5 ha of habitat for the threatened species.

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 26 of 136

AH377517X
21/07/2010 $955.20 173

Regional Open Space and Conservation Reserves

There are four ROS areas:

- Malcolm Creek
- Aitken Creek North
- Aitken Creek South
- Mt Aitken

The Conservation Reserves within ROS will be secured and managed specifically for the values (e.g. threatened species) they support by implementing the following: weed and biomass management, perimeter fencing with appropriate signage; no playgrounds or recreational facilities; and strategically placed plantings. Regional Open Space between the Conservation Reserves will be managed quite similarly to co-inside with the requirements of Golden Sun Moth, River Swamp Wallaby-grass as well as remnant vegetation (e.g. biomass control and weed control) to potentially increase the area of habitat and maintain connectivity between Conservation Reserves.

Matted Flax-lily

One plant of Matted Flax-lily has been recorded at Highlands. This plant is located within the Conservation Reserve in Aitken Creek South. Management issues addressed for this species includes weed and biomass control, protection from indirect impacts, monitoring and augmentation.

River Swamp Wallaby-grass

Scattered populations of River Swamp Wallaby-grass have been recorded at Highlands within Aitken and Malcolm Creeks. The majority of these populations will be retained within Conservation Reserves. Three populations will be salvaged, propagated offsite and translocated into the wetlands of Aitken Creek.

This plan addresses the management of the translocated plants and also those populations that will remain *in situ*, which includes: protection of translocated plants from waterfowl, protection of retained populations from indirect impacts, weed control, and monitoring.

Golden Sun Moth

Within Highlands, a total of 44 ha of core Golden Sun Moth habitat will be conserved and actively managed within Conservation Reserves.

Currently, there is little information regarding the potential impacts of grassland management on Golden Sun Moth. Therefore, some techniques outlined in the CMP are considered to be experimental (i.e. ecological burning), and would be used in combination with other techniques and monitored carefully to gain the best conservation outcome for the species.

The following management actions are described in relation to Golden Sun Moth and are also provided as detailed prescriptions in regards to managing vegetation:

- Biomass reduction: slashing and controlled burning
- Sediment controls
- Weed control
- Minimal revegetation
- Monitoring

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 27 of 136

AH377517X
21/07/2010 $955.20 173

Growling Grass Frog

Outlined in the CMP are measures to improve potential habitat for Growling Grass Frogs in the proposed water treatment wetlands within the creeks, habitat management thresholds and appropriate monitoring protocols.

Net Gain offsets

This CMP addresses Net Gain habitat hectare offsets required under Victoria's Native Vegetation Framework (DSE 2002) for the removal of remnant patches associated with the development and construction of water treatment wetlands. Offsets can be achieved onsite within selected Plains Grassland and Creekline Grassy Woodland remnants located within the Conservation Reserves of Aitken Creek.

Other management issues

The CMP addresses the control of pest animals in Conservation Reserves and ROS (i.e. rabbits and foxes); pre-construction protocols for the protection of threatened species and remnant vegetation (e.g. no-go zones during construction and contractor inductions); and user-related issues, which includes:

- Fencing
- Fire
- User enjoyment
- Trail location
- Education
- Domestic animal control.

CMP implementation

The key management activities described in this plan must be subject to regular evaluation and monitoring. The progress of all aspects of management will be addressed in a brief annual report to council following completion of management activities and/or monitoring. In addition, specific actions and reporting in relation to the three EPBC-listed species recorded at Highlands will be required from DEWHA, pending approval and permit conditions.

The management recommendations outlined in this plan have begun to be as per approval and permit conditions from DEWHA, DSE and Hume City Council.

It is noted that the onus of implementing this CMP is on the proponent (Stockland) until such time of the hand over to the relevant authorities. In the event a handover is delayed or postponed, Stockland will continue to implement the CMP until the handover is completed and to the satisfaction of state and federal regulators.

Auditing and review

As part of the Federal assessment process there may be an auditing component to ensure compliance with the EPBC Act and permit conditions from DEWHA.

In addition, the CMP will have its own review/auditing process, as per Net Gain offset requirements. We propose a review of the management actions (i.e. adaptive management) to be undertaken after years 1, 3, 5 and 10 by Hume City Council and DSE. After the 10 year review,

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 28 of 136

Hume City Council will be responsible for ongoing management and security of the Conservation Reserves in perpetuity.

AH377517X
21/07/2010 $955.20 173

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 29 of 136

AH377517X
21/07/2010 $955.20 173

1 Introduction

Ecology Australia was commissioned by Stockland Pty Ltd to prepare a Conservation Management Plan (CMP) for the Conservation Reserves in Regional Open Space (ROS) along Aitken and Malcolm Creek at Highlands, Craigieburn. The CMP is to accompany previous documentation produced by Ecology Australia relating to the flora and fauna values of Highlands (Ecology Australia 2008) and also forms part of the Preliminary Documentation which was required in relation to the EPBC referral submitted to the Department of Environment, Water, Heritage and the Arts (DEWHA) on 15 April 2008 (EPBC referral 2008/4161).

The key issues for management within the Conservation Reserves are:

- Matted Flax-lily (*Dianella amoena*) – listed as Endangered under the Commonwealth *Environment Protection and Biodiversity Conservation Act 1999* (EPBC Act);
- River Swamp Wallaby-grass (*Amphibromus fluitans*) - listed as Vulnerable under the EPBC Act;
- Golden Sun Moth (*Synemon plana*) - listed as Critically Endangered under the EPBC Act and threatened under the Victorian *Flora and Fauna Guarantee Act 1988* (FFG Act);
- Protection of remnant vegetation (i.e. Plains Grassland, Creekline Grassy Woodland, remnant trees); and
- Net Gain offsets.

The Growling Grass Frog (*Litoria raniformis*) has not been recorded at Highlands during previous surveys. The species is listed under the EPBC Act as Vulnerable, listed as threatened under the FFG Act and classified as Endangered in Victoria (DSE 2007). Though the species does not currently occupy wetlands in the study area, it has the potential to colonise Aitken and/or Malcolm Creek, particularly following the construction of in-stream and off-stream water treatment wetlands within both creek corridors. Therefore, this species is addressed in the CMP in regards to habitat augmentation and monitoring within the proposed wetlands.

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 30 of 136

AH377517X
21/07/2010 $955.20 173

2 Study Area

The Highlands residential development is located at Craigieburn, c. 25 km north of Melbourne. Mt Aitken forms the southern boundary, the western side is bordered by farmland, residential development abuts the east and Mt Ridley Road forms the northern boundary (Figure 1). The developable area comprises 743.6 ha, Regional Open Space (ROS) comprises 103.7 ha and within the ROS c. 48.5 ha are classified as Conservation Reserves (see Section 3).

Highlands is located within the Victorian Volcanic Plain Bioregion and historically received c. 500-600 mm of rain annually. The geology is characterised by Quaternary Newer Volcanics (Werribee Plains phase) (Geological Survey of Victoria 1974). Soils are grey loamy clays, which can form heavier cracking clays within the southern lower slopes. Basalt rocks are frequently exposed at the surface, particularly along Malcolm Creek and the northern reach of Aitken Creek.

The study area is moderately undulating, with Mt Aitken the highest peak in the south. Malcolm and Aitken Creeks, and their tributaries (i.e. drainage lines), influence local topography, forming moderately broad incisions with occasional stony rises. Malcolm and Aitken Creeks are both tributaries of Merri Creek, which is located c. 4 km to the east of the study area. Both creeks are ephemeral, but there are several large dams within reaches of both creeks. Some of these retain water during dry periods, particularly downstream of Craigieburn West Road.

The study area has undergone substantial modification from land-clearing, cattle grazing and cultivation. These past and current land uses have severely altered the indigenous vegetation. The area is now characterised by cleared, intensively grazed improved pasture. Relatively small patches of remnant vegetation remain, which are mostly associated with the creeks.

Highlands is included in a Comprehensive Development Zone under the Hume Planning Scheme. The purpose of the Zone is to recognise land suitable for urban development but requiring that such development be in accordance with an approved local structure plan and also a more detailed approved development plan.

In December 2007, a revised Highlands Local Structure Plan (HLSP) dated 3 December 2007, was approved by Hume City Council. Under the approved HLSP, Highlands is identified for predominantly residential use.

One area within Highlands, known as 'De Maria', is still zoned as Farming Zone (Schedule 1) under the Hume Planning Scheme (Figure 1). This area is within the urban growth boundary and forms part of the 'R2' precinct structure plan, which is currently being prepared. Four planning overlays also apply to Highlands: Development Plan Overlay (DPO); Design and Development Overlay (DDO1); Public Acquisition Overlay 1 and 2 (PAO1 and PAO2); and Heritage Overlay 33 (HO33).

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 31 of 136

AH377517X
21/07/2010 $955.20 173

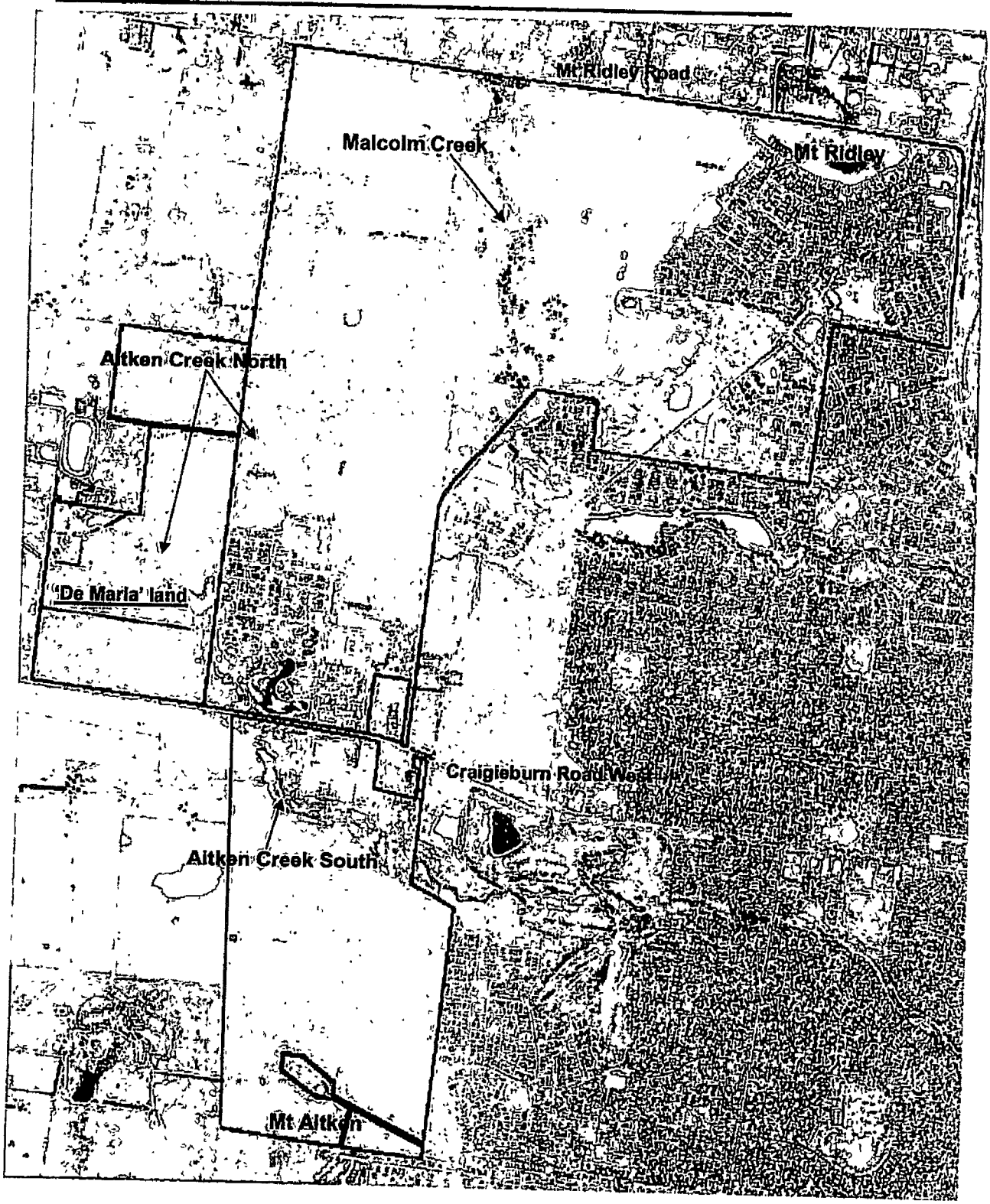


Figure 1 Highlands, Craigieburn (Aerial: Bosco Johnson Pty Ltd)

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 32 of 136

3 Conservation Reserves

The areas targeted for conservation management are within Regional Open Space (ROS) along Malcolm and Aitken Creek.

There are four ROS areas (Figure 2), these are:

- **Malcolm Creek Corridor** - extending from Mt Ridley Road in the north to the boundary of Highlands and Delfin land in the south;
- **Aitken Creek North** - extending from the boundary of Highlands and private land in the north to Craigieburn Road west in the south. This area also includes the 'De Maria' land (currently zoned Urban Growth Zone);
- **Aitken Creek South** – extending from Craigieburn Road west to the boundary of Highlands and Delfin land in the south-east; and
- **Mt Aitken** – located on the southern boundary of Highlands.

Within the ROS, there is c. 48.5 ha designated as Conservation Reserve. These Reserves support core habitat for the Golden Sun Moth, habitat for River Swamp Wallaby-grass and Matted Flax-lily and potential habitat for the Growling Grass Frog. The reserves also include 8 ha of remnant Plains Grassland and Creekline Grassy Woodland, of which 4.59 ha are required to achieve the Net Gain habitat hectare offset target for the Highlands development.

The Conservation Reserves within ROS (see Figure 5) will be secured and managed specifically for the values they support (e.g. threatened species). The following will be implemented to ensure this:

- Perimeter fencing (e.g. post and wire) with appropriate signage, identifying the Conservation Reserves;
- No playgrounds or recreational facilities will be located within the Conservation Reserves;
- Strategically placed supplementary plantings so as to not interfere with the open grassland structure of core habitat for Golden Sun Moth or overshade wetlands and creeklines;
- Biomass and weed control.

Open space between the Conservation Reserves will be managed quite similarly to co-inside with requirements of the Golden Sun Moth, River Swamp Wallaby-grass, as well as remnant vegetation (e.g. biomass control, weed control) to potentially increase the area of habitat and maintain connectivity between Conservation Reserves.

The remaining ROS between Conservation Reserves will form part of the parkland network and will accommodate some passive recreation.

AH377517X
21/07/2010 $955.20 173

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 33 of 136

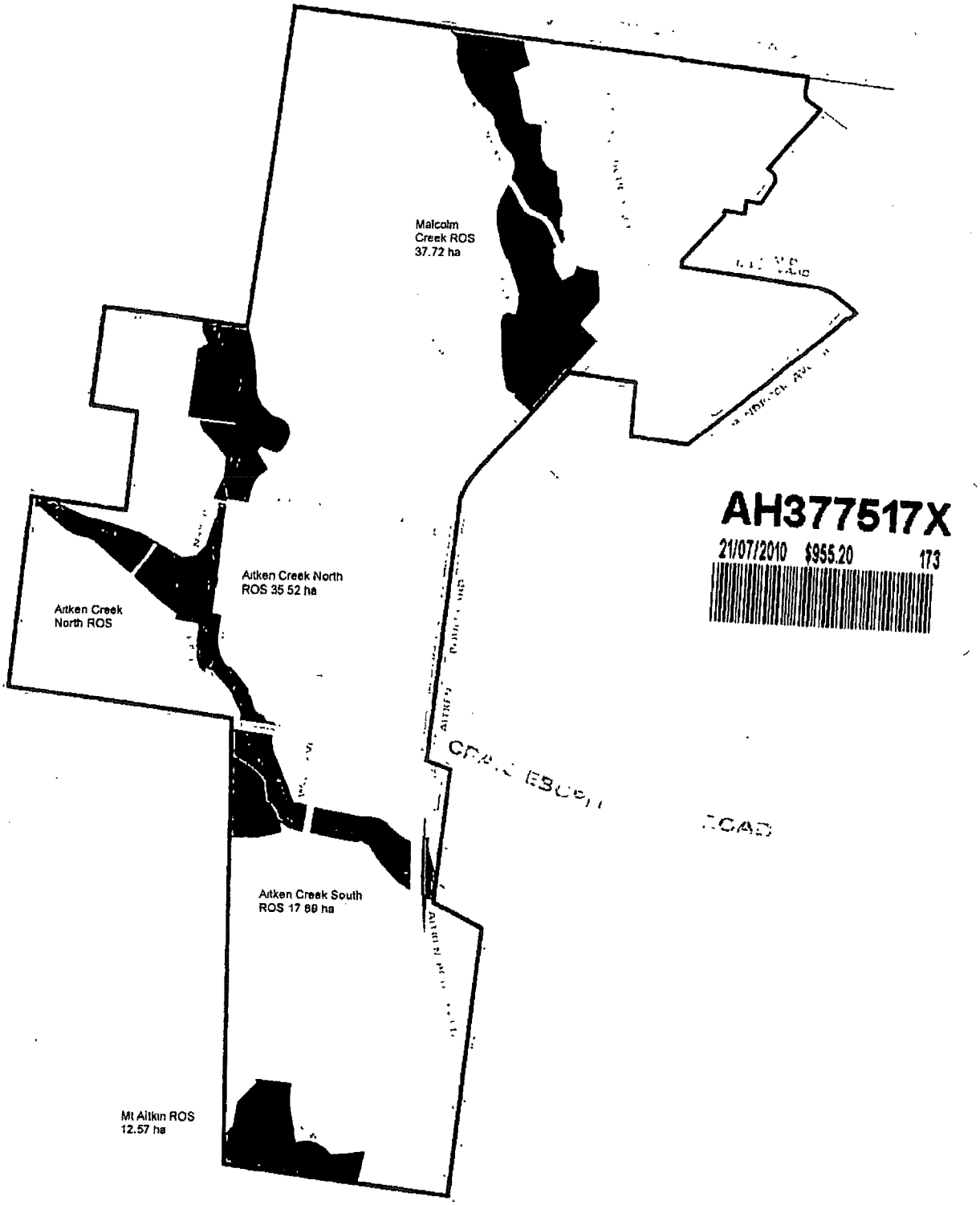


Figure 2 Regional Open Space (ROS) Highlands, Craigieburn (Bosco Johnson Pty Ltd). Conservation Reserves are within the ROS areas, see Figure 4 and 5.

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 34 of 136

AH377517X
21/07/2010 $955.20 173

4 Background

Three threatened EPBC-listed species (Matted Flax-lily, River Swamp Wallaby-grass and Golden Sun Moth) were recorded at Highlands. A detailed account of the ecology and distribution of these species are provided within the Environmental Values report (Ecology Australia 2008). The following is a summary of the key habitat features identified as being important for management for these species at Highlands. As Growling Grass Frogs have not been recorded at Highlands their ecology is not discussed here, see Ecology Australia (2008) for further detail on this species.

4.1 Matted Flax-lily (*Dianella amoena*)

One plant of Matted Flax-lily was recorded in December 2007 within Highlands (Aitken Creek South) on the boundary with a neighbouring property. It is growing amongst exotic grasses within an old dry stone wall. This plant will be protected within the Conservation Reserve.

4.2 River Swamp Wallaby-grass (*Amphibromus fluitans*)

A population of River Swamp Wallaby-grass was first recorded on the Highlands property during a flora and fauna assessment in 2003 (Ecology Australia 2003). It is located in an old quarry in the northern section (De Maria) of the study area and measures c. 0.03 ha. Subsequent surveys have recorded scattered populations of River Swamp Wallaby-grass within Aitken and Malcolm Creeks. Habitats where this species occurs within Highlands include ephemeral pools and sections of the creeks that have been grazed. Scattered plants have also been found around the perimeter of large dams located within Aitken Creek where stock has been excluded.

The results of the survey suggest that grazing has helped maintain the populations of River Swamp Wallaby-grass by reducing the cover of exotics. However, the severe pugging of soils caused by stock within the dams is unfavourable for the species.

The majority of the River Swamp Wallaby-grass populations at Highlands will be protected and incorporated within ROS. Three populations will be salvaged, propagated offsite and translocated into the water treatment wetlands of Aitken Creek once they are constructed.

Loss of genetic diversity resulting from the salvage and translocation of River Swamp Wallaby-grass is not anticipated to notably affect populations of this species within the study area or wider landscape, based on its reproductive biology and dispersal mechanisms as outlined below.

The breeding system of River Swamp Wallaby-grass is a combination of exogamy (wind pollinated flowers) and cleistogamy (self pollination within unopened flowers) (Jacobs and Lapinpuro 1986, Edgar and Connor 2000, Carr pers. obs.), and therefore, many populations are likely to be extensively clonal. Also, vegetative reproduction is a major feature in the biology and ecology of River Swamp Wallaby-grass (Carr 2006) with clonal swards arising from plants (extravaginal shoots) produced along the culms. The connections (culm internodes) soon

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 35 of 136

AH377517X
21/07/2010 $955.20 173

disintegrate leaving separate plants. It is likely that localised populations such as those occurring along Malcolm and Aitken Creeks may have substantially arisen via vegetative reproduction.

Dispersal in River Swamp Wallaby-grass is very effective and it may occur over very long distances – as evidenced by the abundant records of populations in farm dams (usually located in situations where wetlands did not previously occur) and the occurrence of the species in New Zealand (Jacobs and Lapinpuro 1986). As is the case for a large suite of indigenous and exotic wetland plant species, dispersal (exozoochory) in River Swamp Wallaby-grass is assumed to be accomplished by waterfowl – which is by dispersal units adhering to the feet or feathers of birds. Dispersal of seeds is also accomplished by water, though dispersal at any great distance is expected be a rare occurrence in either Malcolm or Aitken Creeks within the study area.

It is reasonable to infer that within a population, particularly one occurring in circumscribed habitats such as Malcolm and Aitken Creeks, little genetic diversity may be normal given the extent of clonal swards produced vegetatively, combined with the propensity for cleistogamy. Many such populations may have arisen by a single founder event or few founder events (seeds arriving via waterfowl at a site). There are no data on whether or not populations of low genetic diversity are disadvantaged by inbreeding depression.

The above considerations were taken into account when constructing the salvage and translocation strategy for River Swamp Wallaby-grass at Highlands.

4.3 Golden Sun Moth (*Synemon plana*)

Within Highlands, Golden Sun Moth abundance was generally associated with the environs of Aitken and Malcolm Creeks. The habitat features, which collectively, indicate 'core habitat' include:

- Grazed pasture/grassland with reduced biomass;
- Open grassland structure with a significant proportion of bare ground;
    - males have a distinct patrolling/searching flight pattern which aims to seek out females displaying their golden hind wings on the ground, females are thus much more visible between grass tussocks or on bare ground;
- A cover of Wallaby-grasses ranging from 5 to 50%;
- A range of topographical features and/or naturally undulating micro-topography (e.g. gilgai, stony knolls and stone walls);
- In some areas, the presence of the exotic Chilean Needle-grass (**Nassella neesiana*)
    - there has been speculation that larval Sun Moths utilise other food plants apart from Wallaby-grasses, such as Chilean Needle-grass. The recent survey work conducted by Gilmore (2007) found females ovipositing (egg-laying) on Chilean Needle-grass

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 36 of 136

AH377517X
21/07/2010 $955.20 173

disintegrate leaving separate plants. It is likely that localised populations such as those occurring along Malcolm and Aitken Creeks may have substantially arisen via vegetative reproduction.

Dispersal in River Swamp Wallaby-grass is very effective and it may occur over very long distances – as evidenced by the abundant records of populations in farm dams (usually located in situations where wetlands did not previously occur) and the occurrence of the species in New Zealand (Jacobs and Lapinpuro 1986). As is the case for a large suite of indigenous and exotic wetland plant species, dispersal (exozoochory) in River Swamp Wallaby-grass is assumed to be accomplished by waterfowl – which is by dispersal units adhering to the feet or feathers of birds. Dispersal of seeds is also accomplished by water, though dispersal at any great distance is expected be a rare occurrence in either Malcolm or Aitken Creeks within the study area.

It is reasonable to infer that within a population, particularly one occurring in circumscribed habitats such as Malcolm and Aitken Creeks, little genetic diversity may be normal given the extent of clonal swards produced vegetatively, combined with the propensity for cleistogamy. Many such populations may have arisen by a single founder event or few founder events (seeds arriving via waterfowl at a site). There are no data on whether or not populations of low genetic diversity are disadvantaged by inbreeding depression.

The above considerations were taken into account when constructing the salvage and translocation strategy for River Swamp Wallaby-grass at Highlands.

4.3 Golden Sun Moth (*Synemon plana*)

Within Highlands, Golden Sun Moth abundance was generally associated with the environs of Aitken and Malcolm Creeks. The habitat features, which collectively, indicate 'core habitat' include:

- Grazed pasture/grassland with reduced biomass;
- Open grassland structure with a significant proportion of bare ground;
    - males have a distinct patrolling/searching flight pattern which aims to seek out females displaying their golden hind wings on the ground, females are thus much more visible between grass tussocks or on bare ground;
- A cover of Wallaby-grasses ranging from 5 to 50%;
- A range of topographical features and/or naturally undulating micro-topography (e.g. gilgai, stony knolls and stone walls);
- In some areas, the presence of the exotic Chilean Needle-grass (**Nassella neesiana*)
    - there has been speculation that larval Sun Moths utilise other food plants apart from Wallaby-grasses, such as Chilean Needle-grass. The recent survey work conducted by Gilmore (2007) found females ovipositing (egg-laying) on Chilean Needle-grass

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 37 of 136

and found cast pupa cases amongst swards of Needle-grass (further experimental work is required in this area).

A total of 74.79 ha of core habitat for the Golden Sun Moth has been identified at Highlands. The proposed strategy for conservation of Golden Sun Moth at Highlands is to retain and manage 44 ha of core habitat. The loss of 30.79 ha will be addressed through offsite habitat offsets, which is addressed in a separate document.

AH377517X
21/07/2010 $955.20 173

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 38 of 136

AH377517X
21/07/2010 $955.20 173

5 Conservation Management Plan

5.1 Objectives

The purpose of the CMP is to outline management actions and pre-construction/construction protocols required for the long term protection of Matted Flax-lily, River Swamp Wallaby-grass, Golden Sun Moth and their habitats (including remnant vegetation) and potential Growling Grass Frog habitat in Conservation Reserves. It also provides a Net Gain offset management plan for the loss of remnant patches.

5.2 Management and conservation of threatened species

5.2.1 Matted Flax-lily (*Dianella amoena*)

One plant of Matted Flax-lily has been recorded at Highlands. This plant is located within the Conservation Reserve in Aitken Creek South (Figures 3 and 4). Other flora values within this area include remnants of Plains Grassland and Creekline Grassy Woodland.

This section sets out management actions required to protect the Matted Flax-lily plant and addresses:

- weed and biomass control;
- monitoring; and
- augmentation.

The Matted Flax-lily plant is located at the base of a dry stone wall on the western boundary of the Conservation Reserve, this wall is being retained.

Weed and biomass control

Weed control, particularly of Canary Grass (*Phalaris aquatica*), is a critical management issue for the Matted Flax-lily. Table 1 lists weed species for control or elimination that occur within the Aitken Creek South Conservation Reserve and are a potential threat to Matted Flax-lily. This list should not be seen as exhaustive. Annual monitoring should allow for the identification of new weed species and their incorporation into the management program as appropriate. The recommended timing and method of weed control is outlined in Section 5.4.2

To control biomass levels, the Plains Grassland and surrounding exotic grassland will be slashed (refer Section 5.4.1). No slashing will occur within the vicinity of the Matted Flax-lily plant between its leaf emergence – fruiting period (typically Spring – February).

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 39 of 136

Table 1 Highlands CMP: Weed species of Aitken Creek south that are potential threat to Matted Flax-lily.

Species	Common name	Control/Eliminate
Cirsium vulgare	Spear Thistle	Control
Cynara cardunculus	Spanish Artichoke	Eliminate
Dactylis glomerata	Cocksfoot	Control
Holcus lanatus	Yorkshire Fog	Control
Moraea miniata	Two-leaf Cape-tulip	Eliminate
Nassella neesiana	Chilean Needle-grass	Control
Phalaris aquatica	Toowoomba Canary-grass	Control
Rosa rubiginosa	Sweet Briar	Eliminate
Rubus anglocandicans	Blackberry	Eliminate
Silybum marianum	Variegated Thistle	Control

AH377517X
21/07/2010 $955.20 173

Walking trails

There will be no non-sealed walking trail within the Aitken Creek South Conservation Reserve.

Monitoring

Monitoring is required to follow the survival of the Matted Flax-lily plant and determine the effectiveness of the management regimes (particularly weed control). It will also allow the identification of any additional management issues.

Monitoring of the Matted Flax-lily will be undertaken each year between December and February. Extent of spread, flowering and fruiting will be documented. The success of weed control will be monitored as part of the weed management requirements for the Conservation Reserve (refer Section 5.4.2). However, additional weed management issues may also be identified during the site visits and will be documented.

Annual reports outlining the results of the monitoring will be required for the ten year life of the plan, and thereafter following the 10 year review (refer Section 11.1). Any new management issue should be discussed with a botanical consultant that has extensive experience working with Matted Flax-lily (e.g. Geoff Carr, Ecology Australia and Damien Cook, Australian Ecosystems).

Augmentation

Planting of a local provenance (Merri Creek Catchment) stock of Matted Flax-lily is recommended to establish a more robust population. Plantings could occur in the surrounding Aitken Creek south

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 40 of 136

Plains Grassland, and also within the greater Conservation Reserve. Sites for the Matted Flax-lily will be chosen carefully, avoiding areas of high weed cover and pronounced Gilgai terrain.

Discovery of new Matted Flax-lily plants

In the event that any new plants of Matted Flax-lily are recorded, retention will be the highest priority. The most likely areas that this species may be found are within Plains Grassland remnants which the majority are within Conservation Reserves. In the unlikely event that Matted Falx-lily plants are found within the development zone a salvage and translocation plan has been developed as a precaution. This is detailed in the Environmental Values Report, Section 7.2 (Ecology Australia 2008).

If any new plants of Matted Flax-lily are discovered, DEWHA will be informed within five working days of the discovery.

If salvage/translocation is considered necessary, this will be assessed and in consultation with the Federal Government the best course of action will be determined.

AH377517X
21/07/2010 $955.20 173



Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 41 of 136

AH377517X
21/07/2010 $955.20 173

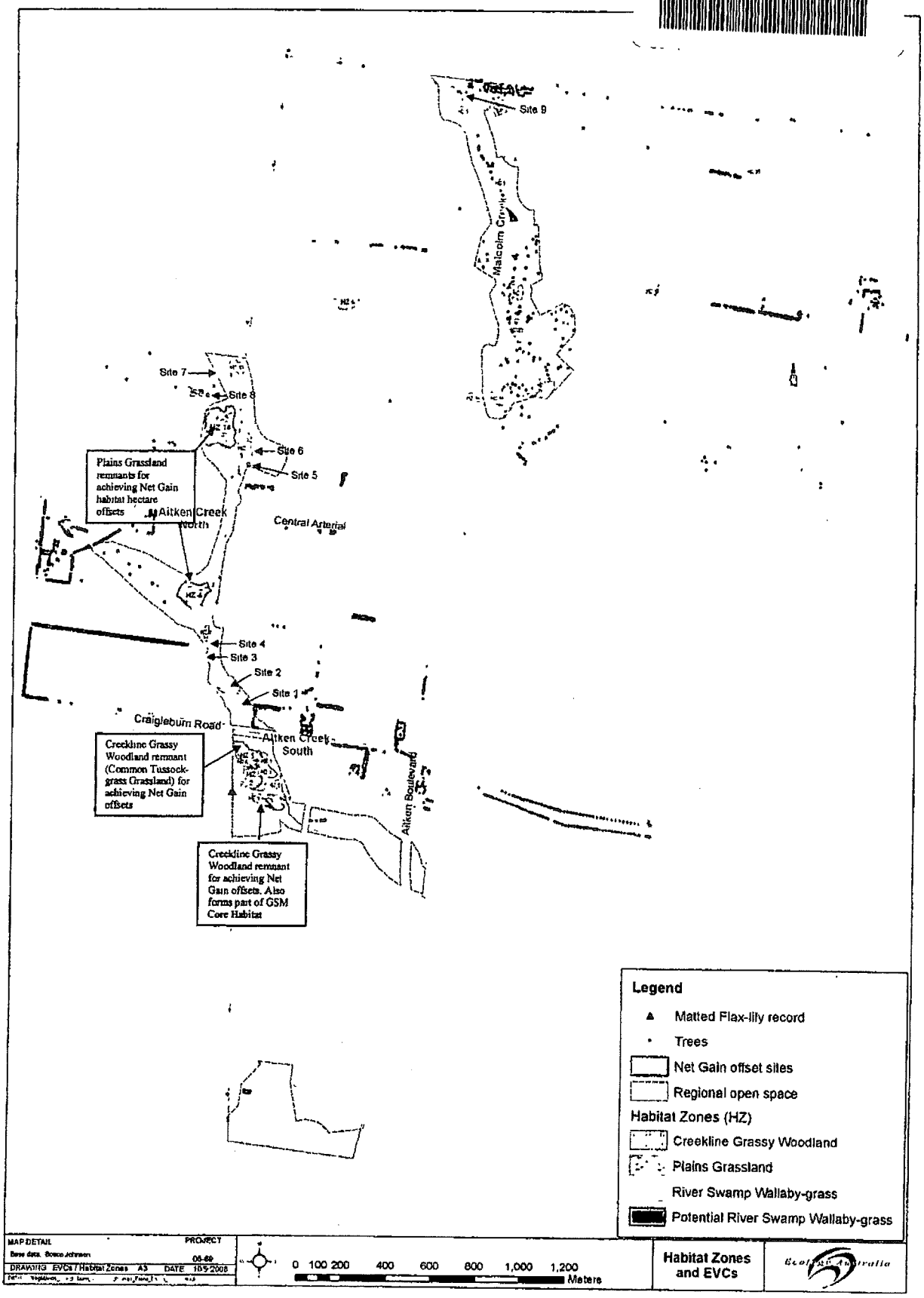


Figure 3 Location of River Swamp Wallaby-grass populations (Sites 1 – 9), Matted Flax-lily plant, trees (remnant and non-remnant), remnant patches of vegetation and Net Gain Habitat Zones (HZ), Highlands, Craigieburn.

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 42 of 136

AH377517X
21/07/2010 $955.20 173

5.2.2 River Swamp Wallaby-grass (*Amphibromus fluitans*)

Scattered populations of River Swamp Wallaby-grass have been recorded at Highlands within Aitken and Malcolm Creeks (Ecology Australia 2008). The majority of these populations will be retained within Conservation Reserves (Figure 4). Three populations will be salvaged, propagated offsite and translocated into newly constructed wetlands on Aitken Creek. This plan addresses the management of the translocated plants and also those populations that will remain *in situ*.

Translocated plants

Plants from the three populations will be salvaged by a qualified contractor prior to the wetlands being constructed, or before the area supporting the old quarry (c. 0.03 ha) undergoes residential development. The majority of the plants (i.e. > 80%) from Sites 1, 2 and 8 will be salvaged. Genetic diversity of the populations is discussed in Section 4.2.

Salvaging involves digging or lifting plants from the mud placing the material in sealed plastic bags for transport to the nursery, and then dividing the material, potting the divisions into a suitable substrate and maintaining the pots/tubes in shallow water.

River Swamp Wallaby-grass is very easily propagated vegetatively at any time of the year by division of the small clumps or by separating the shoots (tillers) at the nodes of the culms. Growth is rapid, but is least active in February and March, when it is assumed summer drought often precludes growth. These divisions (tillers) are potted as separate plants (in a conventional soil medium) and grown in moist or saturated conditions; that is, standing in shallow water or frequently irrigated (Carr 2006). The rapid growth of plants (ideally exposed to full sun) ensures that stock of an adequate size to be planted out can be produced within about three months.

Around 2000 plants will be propagated in a nursery from the collected material and translocated into the shallow marsh (0 – 0.25 m below natural water level (NTWL)) and deep water marsh zones (0.25 – 0.5 m below NTWL) of the Aitken Creek Wetlands, once the wetlands have been constructed (Ecology Australia 2008). All of the water treatment wetlands will be revegetated with indigenous plant species and managed for weed species. The species selected for the plantings will be compatible with the survival of River Swamp Wallaby-grass, and all naturally occur within wild populations of River Swamp Wallaby-grass (refer Appendix 4).

Suitable sites for the propagated River Swamp Wallaby-grass plants include:

- Water treatment wetlands of Aitken Creek South (Craigieburn Road – Aitken Boulevard) which are currently under construction. These wetlands include 3,301 m^2 of Shallow Marsh and 18,126 m^2 of Deep Marsh (TBLD Plans 2008).
- Water treatment wetlands of Aitken Creek North (De Maria pondage – Craigieburn Road). Shallow and Deep Water Marsh comprise approximately 3,000 m^2 of the De Maria

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 43 of 136

AH377517X
21/07/2010 $955.20 173

pondage (Craigie and Condina 2006b). The smaller pools, south of the dam, will also support zones suitable for the planting of River Swamp Wallaby-grass.

A water treatment wetland will also be constructed at the proposed crossing of the Central Arterial roadway. This wetland is currently in the design phase, but is likely to have suitable areas for planting of River Swamp Wallaby-grass. The suitability of this wetland to receive the propagated plants will be confirmed by a qualified consultant prior to any revegetation works.

To minimise disturbance and reduce competition from weeds, the translocation of the River Swamp Wallaby-grass plants will be undertaken in conjunction with the wetland revegetation works. Ideally, this would occur after the autumn break; however it is acknowledged that works to construct the wetlands may take longer than expected and therefore the best timing for planting (i.e. sufficient water levels) would be determined by a qualified botanical consultant.

The wetlands of Aitken Creek South have been constructed. Propagated River Swamp Wallaby-grass salvaged from this area will be translocated back into these wetlands (refer Ecology Australia 2008, see below for current status of these plants). Additional plants salvaged from Aitken Creek South and/or the quarry could be also translocated into Aitken Creek South after the wetlands have been constructed as long as the revegetated areas are not disturbed.

The River Swamp Wallaby-grass will be planted at a relatively high density (c. 5 plants / m^2) within the Shallow Marsh and Deep Marsh zones to ensure a high cover is quickly established to reduce competition from weeds. Groups of plantings will be undertaken across these zones which will allow River Swamp Wallaby-grass to find its optimum ecological niche within the wetlands.

The following management actions are required for the translocated River Swamp Wallaby-grass:

1. Weed control before and after planting; and
2. Erection of waterfowl exclosures to protect River Swamp Wallaby-grass tubestock.

Waterfowl control

It is essential to erect exclosures made of plastic mesh to protect planted River Swamp Wallaby-grass from waterfowl. These are routine measures employed for the revegetation of constructed and natural wetlands. The exclosures would remain for up to about nine months (if left longer they cannot easily be removed without harming the vegetation).

Site preparation, plant supply, erection of waterfowl exclosures and monitoring is part of the one contract held by Australian Ecosystems.

Weed control

Weed control will be required as part of the initial site preparation and on an ongoing basis. This will involve controlling (or eliminating if feasible) populations of seriously invasive wetland weeds present within the Highlands property (Table 2). These selected weed species will require treatment with herbicide – e.g. Roundup Biactive® permitted for use near water.

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 44 of 136

AH377517X
21/07/2010 $955.20 173

Additional weed species that may require control in the future will need to be assessed on a site-by-site basis.

It is anticipated that weed control would be required initially, post-planting (c. 3 – 9 months after), and then on an annual basis as outlined in Section 5.4.2.

Table 2 Highlands CMP: Weed species currently threatening populations or habitat of River Swamp Wallaby-grass.

Species	Common name	Control/Eliminate
Cyperus eragrostis	Drain-flat Sedge	Control
Elytrigia repens	English Couch	Control
Dactylis glomerata	Cocksfoot	Control
Holcus lanatus	Yorkshire Fog	Control
Paspalum dilatatum	Paspalum	Control
Paspalum distichum	Water Couch	Control
Phalaris aquatica	Toowoomba Canary-grass	Control
Rosa rubiginosa	Sweet Briar	Eliminate
Rubus anglocandicans	Blackberry	Eliminate
Salix X *sepulcralis* var. *sepulcralis*	Weeping Willow	Eliminate
Xanthium spinosum	Bathurst Burr	Eliminate

Monitoring

The maintenance of the River Swamp Wallaby-grass and other wetland plantings will be maintained by the contractor – Australian Ecosystems for two years, after which time a new contract for management of the wetlands will be negotiated between Stockland and Melbourne Water. This information will be fed back into the annual monitoring reports, as outlined below.

During the monitoring of planted River Swamp Wallaby-grass, it is essential to:

- Follow the survival and performance of the plants and to make good plant losses if significant mortality occurs (which is not expected). Percentage cover, flowering and fruiting would be documented. Animal and plant interactions, particularly grazing by waterfowl, would also be monitored and recorded;
- Identify management issues in order to formulate appropriate and timely responses (weed management is the most significant issue);
- Determine when to remove the exclosures protecting River Swamp Wallaby-grass from waterfowl;

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 45 of 136

- Record the location of populations using a hand-held GPS (initial planting locations will be recorded by Australian Ecosystems); and
- Photograph River Swamp Wallaby-grass and associated vegetation.

Annual reports outlining the results of the monitoring will be required for the ten year life of the plan, and thereafter following the 10 year review (refer Section 11.1). The report will need to address all the points outlined above. Any new management issue should be discussed with a botanical consultant that has extensive experience working with River Swamp Wallaby-grass (e.g. Geoff Carr, Ecology Australia and Damien Cook, Australian Ecosystems).

Monitoring according to the following schedule is recommended:

AH377517X
21/07/2010 $955.20 173

Monitoring 1 – 4 weeks after planting

Monitoring 2 – 6 months after planting

Monitoring 3 – one year after planting

Monitoring 4 – 18 months after planting

Monitoring 5 – 24 months after planting – on-going. After 24 months, the translocated plants will be monitored in conjunction with monitoring for the *in situ* populations at Highlands (see below).

In situ populations

Six of the nine populations of River Swamp Wallaby-grass at Highlands will be retained and protected within Conservation Reserves. There is also an additional seven sites which are likely to support River Swamp Wallaby-grass within Conservation Reserves but the identity of the *Amphibromus* species present could not be confirmed due to lack of flowering material (Figure 3). The management of all these populations (including potential populations) are addressed below. The key management and protection issues for these plants are:

- weed control;
- protection during construction; and
- monitoring.

Weed control

Weed control is the most important issue for the long-term protection of River Swamp Wallaby-grass at Highlands. Grazing has been beneficial for these populations by reducing the cover of exotic grasses and herbs. The creeklines outside of the water treatment wetlands should continue as long as possible before construction begins. Slashing and chemical weed control will need to be employed in areas once grazing has ceased. Weed species that require control are listed above in Table 2. The timing of the biomass/weed control works is addressed in Sections 5.4.1 and 5.4.2 and is summarised below:

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 46 of 136

AH377517X
21/07/2010 $955.20 173

- Grazing Aitken Creek North between Craigieburn Road and De Maria pondage until the construction of the wetlands. After which Sites 3 and 4 will need to be slashed (refer Section 5.4.1) and weeds outlined in Table 2 spot sprayed with herbicide.
- Grazing Aitken Creek North (north of De Maria pondage) prior to development as outlined in Section 5.4.1. Slashing will need to be employed once grazing is removed and spot spraying of weeds with herbicide.
- Slashing within Malcolm Creek (refer Section 5.4.1) and spot spraying of herbicide for weed species outlined in Table 2.

Protection during construction

Sites supporting, or likely to support, plants of River Swamp Wallaby-grass as shown in Figure 3 will be fenced off before the construction of water treatment wetlands, walking trails and residential development in adjoining areas. This would include:

- Fencing off the River Swamp Wallaby-grass populations at Sites 3 and 4 (Figure 3) prior to the construction of the water treatment wetlands that adjoin these populations. Sediment traps will also be provided so that soil from upslope does not impact on the populations;
- Fencing off and installation of sediment traps along Aitken Creek North (north of the De Maria pondage) prior to the construction of walking tracks and the development of DP5 B and De Maria.
- Fencing off and installation of sediment traps around the low-lying area likely to support River Swamp Wallaby-grass on Malcolm Creek before the development of the water treatment wetland adjoining the site; and
- Fencing off and installation of sediment traps along Malcolm Creek prior to the construction of walking trails and the development of DP7 and DP11.

All fences will be inspected by a botanist before works commence.

Monitoring

Monitoring of the River Swamp Wallaby-grass populations will be undertaken during November – January each year. The following information will be recorded: presence/absence; the percentage cover within the creekline or pool; weed species requiring control; and any other management recommendations. New populations if encountered will be recorded with a GPS, mapped and added to the monitoring program.

As per the monitoring requirements for the translocated plants, annual reports outlining the results of the monitoring will be required for the ten year life of the plan, and thereafter following the 10 year review (refer Section 11.1). Any new management issue should be discussed with a botanical consultant that has extensive experience working with River Swamp Wallaby-grass (e.g. Geoff Carr, Ecology Australia and Damien Cook, Australian Ecosystems).

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 47 of 136

AH377517X
21/07/2010 $955.20 173

Status of River Swamp Wallaby-grass plants salvaged from Aitken Creek South (October 2009)

Prior to the construction of wetlands in Aitken Creek South (i.e. prior to the submission of the EPBC referral 2008/4161), a population of River Swamp Wallaby-grass present within the creek was salvaged (see Ecology Australia 2008). Australian Ecosystems Pty Ltd (AE) undertook the salvage in June 2007 and has since propagated 2000 base units. These have been grown in three inch containers (slightly larger than forestry tubes).

The plant material is currently held in the Australian Ecosystem nursery (Plate 1). Due to delays on the project (i.e. lack of water due to low rainfall) the base stock has been re-propagated twice to ensure it remains viable and to adjust the timing for the plants to be site ready. Australian Ecosystems has tracked the original batch of plant material within their internal systems with a unique code. This information can be seen on the plant label (Plate 1). This way Australian Ecosystems can document the movement of the material and prove delivery to the site.

The current stock holding remains at 2000 base units which are healthy and viable. AE is preparing this material to align with a planting program set for late October/early November 2009 with the River Swamp Wallaby-grass installation to be undertaken in conjunction with the bulk wetland plantings. This strategy was judged most beneficial for the establishment of the plants, as the plantings around the River Swamp Wallaby-grass would protect them, changes in the site conditions were less likely to change such as water level due to possible civil requirements and maintenance, and monitoring would be more attentive once the entire landscape plantings had been delivered.

The AE Consulting Team and specifically Ana Backstrom are managing the process in regards to this material, having coordinated the liaison with DSE and other authorities and lead the collection. Ana has also supervised the propagation and care of the stock with the AE Nursery Manager, Brian Mole. Ana will be overseeing the eventual installation, including, GPS tracking and other monitoring and reporting functions as required. Once installed, the AE Northern Maintenance crew will contribute to managing the site for two years (see indicative works schedule below).

An on-site meeting was conducted on 7 October 2009 to induct the revegetation contractors on the importance of Golden Sun Moth habitat (adjoining the wetlands) and also to discuss the planned location of the River Swamp Wallaby-grass. Participants at this meeting were Ecology Australia, Australian Ecosystems (revegetation contractors), Thompson Berril Landscape Design, Melbourne Water, Breet Pitt & Dixon and Stockland representatives. The key outcomes of this meeting were:

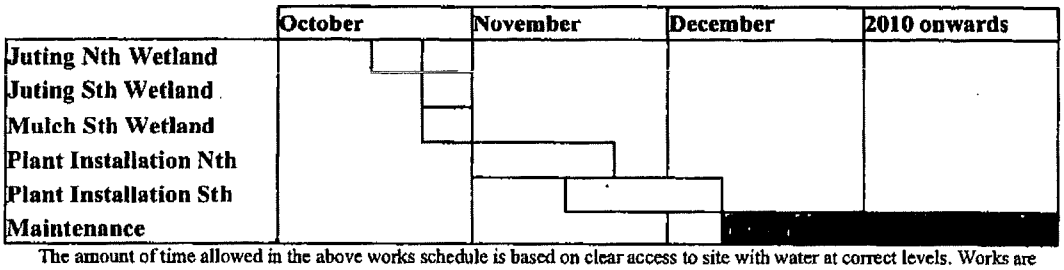
- All River Swamp Wallaby-grass will be planted within the upper wetlands cell (closets to Craigieburn Road, Figure 4) as this is where the highest water level can be maintained;
- River Swamp Wallaby-grass will be netted to provide protection from waterfowl;
- Plants will be planted in colonies, not individually;
- The location of plants will be roughly mapped and checked on-ground by Ecology Australia immediately prior to the planting;

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 48 of 136

AH377517X
21/07/2010 $955.20 173

- Jute matting will be laid to prevent the spread of weeds;
- Weed control will be undertaken where required;
- Water quality testing will be undertaken prior to the planting;
- River Swamp Wallaby-grass will be planted at five plants/m^2;
- All planting zones for River Swamp Wallaby-grass will be marked with a hand-held GPS and mapped and provided to Ecology Australia for monitoring surveys and annual reporting requirements;

River Swamp Wallaby-grass indicative works schedule (Australian Ecosystems)



The amount of time allowed in the above works schedule is based on clear access to site with water at correct levels. Works are scheduled to commence with the Northern Wetland Juting on 20 October 2009. Please note that timing is not definite as unforeseen factors may impede progress and works may also be completed sooner than expected (Matt Gale, Project Manager, AUSTRALIAN ECOSYSTEMS).

In regards to other areas where River Swamp Wallaby-grass has been planted in constructed wetlands in Melbourne, providing the site remains suitable in regards to hydrology (water level), water quality and weeds are controlled, the species should remain healthy and viable (Ana Backstrom, Australian Ecosystems, pers comm. and Geoff Carr, Ecology Australia, pers comm.). Maintaining these elements is the primary goal for management of these populations at Highlands, these measures will also be important for managing potential Growling Grass Frog habitat (see Section 5.2.4).

Monitoring the populations following the planting of wetlands will be undertaken (see Section 10.1), management of wetlands for River Swamp Wallaby-grass is outlined in the sections above. No further salvage and translocation of other populations will be undertaken until there is an indication of translocation success and viability of the population in Aitken Creek South.

Success of translocation requires that 100% of plants survive the first three months *in situ* and at least 80% survive over the following two summer seasons *in situ*, and any deaths are replaced as observed.

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 49 of 136

AH377517X
21/07/2010 $955.20 173

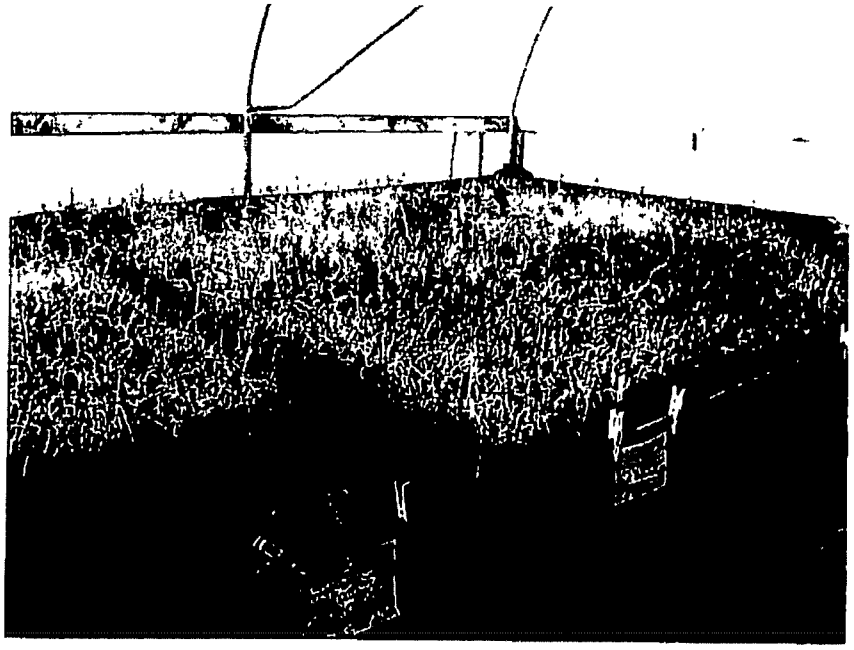


Plate 1 Highlands CMP: River Swamp Wallaby-grass *Amphibromus fluitans* tube stock at Australian Ecosystems nursery (1 September 2009).

5.2.3 Golden Sun Moth (*Synemon plana*)

Reserve design

Within Highlands, a total of 44 ha of Golden Sun Moth core habitat will be conserved and actively managed within Conservation Reserves in ROS along Aitken and Malcolm Creeks (Appendix 6) and Mt Aitken.

The following principals were considered when selecting reserve areas for Golden Sun Moth (also refer to Draft EPBC Policy Statement 3.12 Golden Sun Moth, DEWHA):

- Largest area possible;
- Where there was the highest concentration of Golden Sun Moths;
- Known locations of female moths;
- Areas which coincided with other environmental values (e.g. stony rises and Plains Grassland);
- Wide, rounded patches to reduce edge effects;
- Maintenance of connectivity through retaining areas along creeklines and incorporating areas in between core habitat patches which may be used as 'stepping stones' (retaining habitat within creek lines also provides connectivity outside of Highlands to other known and/or possible locations of Golden Sun Moth habitat).

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 50 of 136

AH377517X
21/07/2010 $955.20 173

To reduce impacts on retained core habitat, appropriate management will be required to maintain and enhance existing values. The primary objective is to adapt management as necessary to maintain a 'natural' open structure of the grassland habitat through techniques to reduce biomass, promote recruitment of native grassland species and control weeds.

Golden Sun Moth management options

Currently, there is little information regarding the potential effects of grassland management on Golden Sun Moth. Some of the techniques outlined below are considered to be experimental (i.e. controlled ecological burning) and would be used in combination with other techniques and monitored carefully to gain the best conservation outcome for the species. Furthermore, all management actions must be programmed to take into account the flight season of the Golden Sun Moth. Golden Sun Moth adults can begin emerging in late October and are active during the warmest parts of the day from October/November through to early-January (Cook and Edwards 1993, Gibson and New 2007). Management actions will be conducted outside the peak emergence/flight season.

Biomass reduction

The reduction of biomass (predominantly of exotic perennial grasses) is an essential component of management for Golden Sun Moth. Golden Sun Moth utilise open grassland with low foliage, and an abundance of inter-tussock spaces (O'Dwyer 2004). Maintaining a low grassland structure by controlling tall weedy species increases the abundance of essential food plants such as the shorter growing Wallaby Grasses *Austrodanthonia* spp. and is the principle reason for management actions such as grazing, mowing and burning (Douglas 2004).

It is recommended that biomass reduction be carried out in the following order of preference: pulse grazing (prior to the construction period), slashing and burning. While pulse grazing (by sheep) is one of the best methods to reduce biomass and weed cover, as Highlands is developed and becomes increasingly urbanised, grazing is not regarded as feasible, therefore a combination of techniques or an integrated management regime is suggested. These details are outlined in Section 5.4.1 and Table 5.

<u>Grazing</u>

Grazing by herbivores, such as sheep, is a common technique for biomass reduction and active maintenance of Golden Sun Moth habitat (O'Dwyer 2004, Jelinek 2005, Douglas 2004). Pulse grazing by sheep during winter has been utilised within the Sun Moth Reserve in Nhill (Douglas 2004) and in spring at the Mount Piper Reserve (25 sheep/ha for 3 weeks, Jelinek 2005).

To date, the habitat for Golden Sun Moth within Highlands has been maintained through cattle grazing. Grazing will continue within Golden Sun Moth habitat (Conservation Reserves) prior to construction. Sheep grazing over Cattle grazing is preferred as their impact is less on native grasses. However, as grazing is not deemed a suitable management regime in a highly urbanised

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 51 of 136

AH377517X
21/07/2010 $955.20 173

landscape, it will be ceased as construction begins. Other management methods will be introduced (see below and Section 5.4.1).

Controlled Burning

Ecological burning, as a regular management technique for biomass reduction in areas of Golden Sun Moth is highly debated and opinions vary as to the potential for detrimental impacts on the species (ACT Government 1998, Glenn Ruldolph, Department of Sustainability and Environment, pers. comm., Cheryl O'Dwyer, The University of Melbourne, pers. comm., and Clive Crouch, Nhill Sun Moth Reserve Management Committee, pers. comm.). There is currently a lack of data on the effects of fire on Golden Sun Moth populations (Lunt and Morgan 2001). Burning, particularly during the flight season, could cause local extinctions, and impacts on the subterranean larvae that feed on underground reserves of plants are unknown (Lunt and Morgan 2001). Burning should be considered as an experimental management tool until impacts are further understood (O'Dwyer 2004).

Examples of controlled burning in Golden Sun Moth reserves

Blanket ecological burning was carried out during the flight season (December) at the Sun Moth Reserve in Nhill and resulted in the decline of Golden Sun Moth numbers over a three year period (Clive Crouch, Sun Moth Reserve Management Committee, pers. comm.). However, if carried out well outside the adult flight season (i.e. March), controlled patch burning is considered to have a low risk of impact to the species and may help reduce biomass of introduced grasses (Glenn Rudolph, Department of Sustainability and Environment pers. comm.; Douglas 2004).

Patch burning will be trialled at the Salisbury Bushland Reserve as a method of controlling weed invasion under the assumption that Golden Sun Moth can withstand their habitat being periodically burnt (Douglas 2004).

Three ecological burns (patch burns) have occurred within Craigieburn Grasslands which support a large resident Golden Sun Moth population (Tamara Karner, Parks Victoria, pers. comm.). These three burns were carried out in autumn over a ten year period and have resulted in a reduction of woody and grassy weeds with no evidence of declines in Golden Sun Moth populations. Further, Gibson (2006) recorded large numbers of male moths patrolling over recently burnt patches of Craigieburn Grassland Reserve. These moths are likely to be attracted to the bare ground rather than the burnt areas, as high numbers of males were also seen patrolling over recently mown and grazed areas.

Recommendations for controlled burning in Golden Sun Moth core habitat at Highlands

- Controlled burning should only be undertaken in early autumn, at least six weeks after the flight season ends (Gibson 2008; Glenn Rudolph, Department of Sustainability and Environment pers, comm.; Lucy Gibson, Museum of Victoria pers. comm.). Burning during and up to six weeks after the flight season will not occur as larvae may be feeding within the tillers of grass rather than underground (Gibson 2008).

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 52 of 136

- When undertaking ecological (controlled) burns in Golden Sun Moth core habitat, a mosaic of burnt and unburnt (i.e. 'time-since-fire') patches should be created to maintain a variety of grassland structures and protect refuge areas for Golden Sun Moth and a variety of other fauna species (Fabian Douglas, private entomologist consultant, pers. comm.).
- The size of burnt patches should vary and the unburnt patches should not be more than 100 metres apart (in accordance with the greatest distance they have regularly been observed flying by Clark and O'Dwyer 2000).
- Burning should occur periodically (every 3-4 years) to maintain species diversity and inter-tussock spaces (Bainbridge et al. 2006). Other forms of biomass reduction may need to be carried out in the intervening years to ensure biomass is maintained at an optimal level for Golden Sun Moth. The City of Hume regularly performs ecological burns in other areas of grassland habitat within the Shire (Jason Summers, City Of Hume, pers comm.).

If controlled burning is an option deemed suitable, it is recommended that the two small patches of grassland habitat are used to investigate the effects of controlled burns on Golden Sun Moth. The two plots could be divided in half with an 'unburnt and burnt' area. Potential issues to address include the following:

- Size of patch burnt;
- Time of year;
- Fire intensity and frequency;
- Immediate impacts on adults/larvae; and
- Long-term impacts and population recovery.

AH377517X
21/07/2010 $955.20 173

Ecological burns may be carried out across other areas of core habitat within the Conservation Reserves once the results from these trial burns are known and in consultation with Council, Stockland, DEWHA, DSE and the contractors engaged to manage conservation reserves.

Refer to Section 5.4.1 for further discussion of burning as a biomass reduction technique and key management actions.

Slashing (mowing)

Slashing as a management technique to reduce biomass for Golden Sun Moth has been used for Nhill Sun Moth Reserve (Douglas 2004), Canberra International Airport (Canberra International Airport 2004), Derrimut Grasslands (Gibson 2008) and is proposed for Salisbury Bushland Reserve (DSE 2006a).

Slashing will be undertaken annually from late winter to mid spring (i.e. outside the peak emergence/flying period of October to January).

Heights of slashed grasslands vary from 6-8 cm at the Nhill Sun Moth Reserve (Douglas 2004) and 5-10 cm at the Canberra International Airport (Canberra International Airport 2004; Gordana Josipovic, Canberra International Airport, pers comm.). It is therefore recommended that the

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 53 of 136

AH377517X
21/07/2010 $955.20 173

Golden Sun Moth core habitat at Highlands is slashed to a height of c. 10 cm. Refer to Section 5.4.1 for further discussion of slashing as a biomass reduction technique and key management actions.

Weed control

A major limiting factor for Golden Sun Moth in many areas is the high cover of invasive weeds (O'Dwyer 2004, DSE 2006a, Douglas and Crouch 2003). Weed control will involve controlling (or eliminating if feasible) populations of seriously invasive weeds to maximise available Golden Sun Moth habitat (O'Dwyer and Attiwill 2000) and increasing the amount of bare ground (or inter-tussock spaces) necessary for both breeding displays and recruitment of native grasses.

Care should be taken when applying herbicides in core habitat in Conservation Reserves as it is unknown whether the larvae or pupae of Golden Sun Moth in the soil are directly affected by herbicides (O'Dwyer 2004). Refer to Section 5.4.2 for further information regarding herbicides recommended for use and key management actions for weed control.

Revegetation

Supplementary planting of indigenous species will not compromise Golden Sun Moth habitat. The Golden Sun Moth requires an 'open' grassland structure with patches of bare ground (see Section 4.3). Therefore, to maintain these requirements, no trees will be planted in Golden Sun Moth habitat. Trees have the potential to shade out the existing open grassland structure and also provide additional perching substrate for predatory bird species, such as Willie Wagtails and the exotic *Common Starling (refer to EPBC Draft Policy Statement 3.12 for the Golden Sun Moth, DEWHA). In addition, many of the core habitat areas are rocky, which is not conducive to tree plantings. Shrub plantings will be restricted to replacing the exotic shrubs (e.g. *Sweet Briar). No additional areas of shrubs will be planted within Golden Sun Moth core habitat. Consideration will be given to the revegetation of robust, perennial, indigenous ground-storey species in remnant grassland patches and Golden Sun Moth habitat (to compliment weed control activities).

It is considered that the cover of Wallaby-grasses is not a limiting factor in the landscape for Golden Sun Moth and as such no collection or planting of Wallaby-grasses will occur at this stage.

Sediment controls

Sediment control fencing will be installed around all Golden Sun Moth conservation reserves during the construction period. This is to ensure there are no detrimental impacts to habitat values or quality of the grasslands as a result of run-off from the development and associated urban zone (also see Section 8).

Water treatment wetlands

No water treatment wetlands will be constructed within Golden Sun Moth core habitat (Figure 4). Pre-construction protocols such as sediment control fencing, contractor induction, storage of

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 54 of 136

machinery and access are outlined in Section 8. These measures are aimed to reduce potential indirect impacts on Golden Sun Moth habitat as a result of wetland construction.

Stone Walls

Dry-stone walls which occur in Conservation Reserves will be left *in situ*. It has been observed that stone walls provide shelter for moths from cooler southerly winds. Stone Walls also provide habitat for other fauna (e.g. small mammals - possibly the Fat-tailed Dunnart and reptiles).

AH377517X
21/07/2010 $955.20 173

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 55 of 136

AH377517X
21/07/2010 $955.20 173

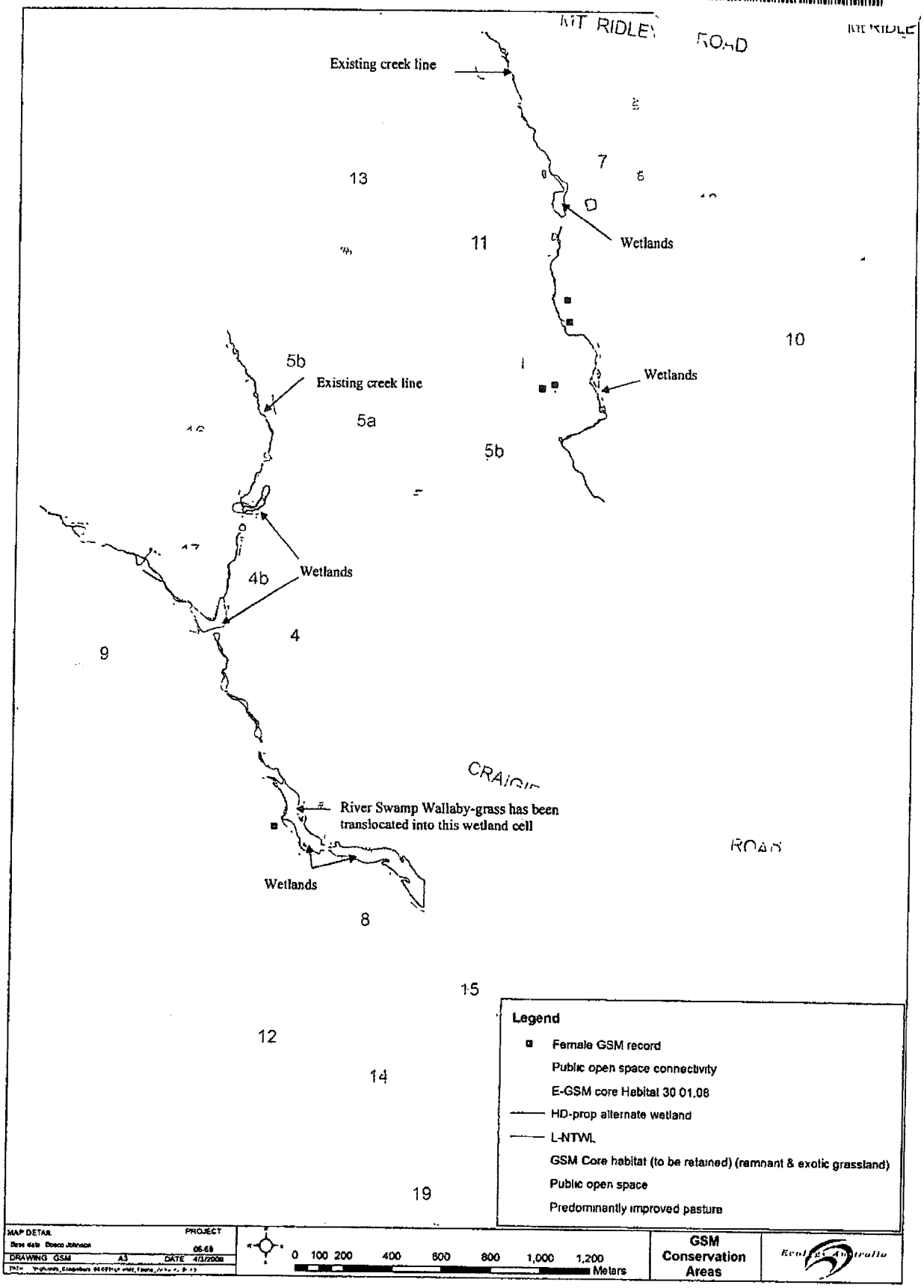


Figure 4 Highlands CMP: Golden Sun Moth core habitat, location of proposed water treatment wetlands and ROS.

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 56 of 136

AH377517X
21/07/2010 $955.20 173

5.2.4 Growling Grass Frog (*Litoria raniformis*)

According to previous survey results, the Growling Grass Frog does not currently occupy Malcolm or Aitken Creek within Highlands, or the immediate surrounds (e.g. immediately upstream in Malcolm Creek, or immediately downstream in Aitken Creek) (Heard 2007, 2009). Most dams on the property seldom hold water due to the dry conditions over the previous years and do not support important habitat features (e.g. aquatic vegetation), and are unlikely to support the species. However, if local climate conditions are suitable and habitat conditions improve as a result of the construction of water treatment wetlands in Aitken and Malcolm Creeks (Figure 4), it is possible that these Creeks could be colonised by frogs dispersing upstream from Merri Creek and into both creeks (Merri Creek is c. 4 km downstream of Highlands and supports populations of the species).

Should the creation of wetlands and habitat improvements lead to the species colonising the area, it would result in the re-expansion of the species into an area it previously inhabited (Heard 2007). However, if the wetlands do not take into consideration the habitat requirements of the species, it is likely to reduce their suitability (Heard 2007).

Considering the species may colonise wetlands on the Highlands site, sections below outline the following:

- elements of the wetlands included in the design by Craigie and Condina (2006);
- further attributes which will be implemented for protecting and enhancing habitat values for Growling Grass Frogs;
- thresholds for habitat management (i.e. if a particular habitat element is affected/degraded what the intervention measures will be); and
- protocols to ensure no impacts occur downstream to Merri Creek (also see Section 8 and Section 10.1)

Responsibility

It is expected that Stockland would provide an agreed lump-sum payment to Melbourne Water to continue implementing management of the water treatment wetlands, particularly in regards to Growling Gras Frogs, if they are transferred to Melbourne Water ownership within the 10-year period (also refer to CMP Implementation Section 11).

Water treatment wetlands along Malcolm and Aitken Creeks

The wetlands planned for construction within Malcolm and Aitken Creeks (see Figure 4) have been designed by Neil Craigie of Waterway Management Consultants Pty Ltd and Pat Condina and Associates (Craigie and Condina 2006), in conjunction with Breese Pitt Dixon Pty Ltd. The following is a list of design features included in their wetland plans which are favourable for Growling Grass Frogs (also refer to Appendix 4):

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 57 of 136

AH377517X
21/07/2010 $955.20 173

- Several wetland cells will be constructed with differing water retention times (i.e. some pools will be permanent where as others will be ephemeral);
- Physical habitat diversity will result from variation in pool shape, depth, substrate and aquatic plantings;
- The majority of the wetland edge will have slopes of 1V:8H grading to 1V:3H;
- Maximum depth of water bodies will be 2.5 metres so stratification and low dissolved oxygen conditions are unlikely to occur;
- Provision and maintenance of sediment traps; and
- Best Management Practices will be implemented through erosion and sediment control fencing during construction.

The following is a list of further attributes to augment habitat for Growling Grass Frogs:

Provision of structural diversity through a diverse planting regime:

- Wetland plantings will be designed to allow a relatively 'open' design with a diversity of indigenous macrophyte vegetation. Wetland plantings will be undertaken by Australian Ecosystems, Pty. Ltd., some of the plant species to be used are listed in previous reports (Ecology Australia 2003). An open planting regime is preferred as the Growling Grass Frog is a basking species and may avoid areas which are choked or overgrown with vegetation, or with a dense canopy cover (Heard et al. 2004). The wetland areas that will be created and which are particularly important for the species include (also see Appendix 4):
    - Ephemeral - Shallow Marsh, which support emergent and fringing vegetation (e.g. rushes and sedges) suitable for basking, shelter, perching and male calling sites;
    - Submerged Marsh – open water zones which support submergent and floating vegetation (e.g. water ribbons and pond weed) required for egg-laying sites, protection of tadpoles and prey ambush sites. For example, a high cover of pond weed has been found to be correlated with the abundance of Growling Grass Frogs in the Pakenham area (Hamer and Organ 2006a). Also see Appendix 5 (Heard 2009) for the latest results on habitat modelling which is relevant to wetland construction at Highlands;

Terrestrial habitat and over-wintering refuge:

- The species has been recorded utilising thick vegetation cover at ground level, rocks and other solid ground cover for shelter and over-wintering refuge (Gillespie and Clemann 1999, Wilson 2003).
- Terrestrial vegetation will form part of the revegetation scheme. It will also be important to maintain open grassy areas which allow frogs to forage adjoining the water body;

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 58 of 136

AH377517X
21/07/2010 $955.20 173

- Provision of large boulders (could be sourced from basalt previously removed and stockpiled in the pasture areas of Highlands);
- Rock jumbles and logs (if available); and
- Plantings of indigenous trees will be kept quite sparse, particularly within the riparian zone, to avoid over-shading the waterbodies (see comment above regarding basking);

Water quality:

- Ensure State Environment Protection Policy Guidelines (SEPP Guidelines) are met;
- The use of fertilisers will be avoided in areas adjacent to wetlands to reduce the source of nutrient enrichment and decrease the likelihood of algal blooms (also recommended in Craigie and Condina 2006 a, b). Information will be provided in the educational material for residents regarding the use of pesticides, herbicides and fertilisers in gardens and the subsequent negative effects of polluted stormwater flowing into wetlands and creek systems;
- Provision and maintenance of sediment traps (as above);
- Best Management Practices will be implemented through erosion and sediment control fencing during construction;
- Monitoring of water quality. For example turbidity levels; it has been demonstrated that increased turbidity may exclude Growling Grass Frogs from some sites (Hamer and Organ 2006b), and chemical and sediment pollution from stormwater inflows may have caused the disappearance of Growling Grass Frogs from the lower reaches of the Merri Creek (Heard 2007).

These measures are also aimed to minimise potential impacts occurring downstream on existing populations of the species as a result of the construction and operation of wetland treatment sites (monitoring will also be undertaken to assesses the efficacy of the above measures, refer to Table 3 and Section 10.1)

Connectivity and buffers:

To enable Growling Grass Frogs the opportunity to colonise the wetlands, it is essential to maintain connectivity and a suitable passage for movement of frogs between Merri Creek and Aitken and Malcolm Creeks as well as areas along these creeks immediately outside of the study area (e.g. Malcolm Creek north of Mt Ridley Road). It must be noted that a large proportion of both creeks fall outside the Highlands development area, and as such is more likely to be a local council and/or Melbourne Water matter. To maintain connectivity the following will be important to consider:

- Malcolm Creek: there is currently a newly created wetland downstream of Highlands in a Delfin residential development. This may act as a 'stepping stone' to wetlands which will be created in Malcolm Creek at Highlands. Further downstream there are three existing road crossings (potential barriers) over Malcolm Creek; one of them is a major Road – Sydney Road (old Hume Highway) and a Railway line.

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 59 of 136

AH377517X
21/07/2010 $955.20 173

- Aitken Creek: the construction of the E14 (Aitken Boulevard) could create a potential barrier for frogs moving upstream from Merri Creek, however there are large open culverts (similar to other road crossings further downstream) which may allow the movement of frogs. There are three other existing road crossings outside of Highlands further downstream, the largest being Sydney Road.
- It is be essential to keep any passages under roads (generally open culverts) on the Highlands site and beyond free of debris, rubbish, sediments and vegetation to allow the potential movement of frogs (and possibly other fauna).

It is important to maintain a suitable buffer around creeks and wetlands to protect habitat from over use by residents, edge effects and deterioration of habitat. The optimal buffer around wetlands where Growling Grass Frogs occur is 200 m (DEWHA 2009). However at Highlands as some areas had previously been developed, the areas below represent the greatest amount of land available for buffers.

- The buffer width varies for both creeks at Highlands, on average the Malcolm Creek buffer is c. 108 m either side of the creek line (range: 60 m to 175 m). For Aitken Creek north, the average buffer width is c. 91 m either side of the creek line (range: 30 m to 145 m); and for Aitken Creek south, the average buffer width is c. 109 m either side of the creek line (range: 55 m to 145 m).

The majority of the area within these buffers is Conservation Reserve (see Figure 4) and will be managed for grassland values which is compatible with terrestrial frog habitat (see Section 5.4). Some passive recreational facilities will be incorporated in the ROS outside the Conservation Reserves (see Section 9.1).

Predatory fish:

- Fish species, such as Mosquito fish, European Carp and Trout are all potential predators of the eggs and tadpoles of the Growling Grass Frog (Anstis 2002, DEWHA 2009). Mosquito fish in particular have been implicated in the decline of this species (Robertson 2003). However, there is some evidence that the frog can co-exist with native fish species such as Common Galaxid and Flat-headed Gudgeon (Heard et al. 2004).
- Stocking of exotic or non-indigenous fish will be prohibited, residents will be briefed about this in the education material they receive about the ROS and environmental values;
- Signage will also be installed to illustrate the risks of introducing exotic fish into waterways (see Section 9.2)
- Where practical, if exotic fish are found within the wetlands, individual cells could be drained in autumn/winter to remove exotic fish. This should be investigated in consultation with Melbourne Water, DSE and a qualified zoologist or ichthyologist (fish specialist), also see Table 3.

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 60 of 136

Management thresholds for the Growling Grass Frog

This section outlines the actions which will be undertaken if certain habitat management 'thresholds' are reached in relation to the Growling Grass Frog (see Table 3). The thresholds are based on significant impact thresholds developed as part of the EPBC Act Policy Statement 3.14 for Growling Grass Frogs (DEWHA 2009). These thresholds have been reviewed by Geoffrey W. Heard (PhD student studying Growling Grass Frogs in Merri Creek corridor from La Trobe University, Heard 2009). Suggestions and comments from Mr. Heard have been incorporated into Table 3.

A monitoring program will be implemented to identify whether Growling Grass Frogs have colonised the wetlands. Timing, methods and frequency of monitoring to be employed for surveying is addressed in Section 10.1. In addition, a vegetation/habitat monitoring program (see Section 10.1) will be initiated once wetlands are established.

Timeframes for implementation and arrangements for handing over management and ongoing monitoring of wetlands to relevant agencies is outlined in Section 11.

If Growling Grass Frogs are found to have colonised the wetlands within Highlands, this plan will require review and updating as appropriate.

AH377517X
21/07/2010 $955.20 173

Table 3 Highlands CMP: Thresholds for wetland habitat management in relation to the Growling Grass Frog

The following habitat management thresholds and measures to be implemented are applicable to maintaining habitat suitability for the potential colonisation of Growling Grass Frogs.

Habitat element	Threshold - Habitat element affected/degraded	Management measures to be implemented	Phases	Location
Hydrology	• Any alteration to wetland hydrological regime which leads to wetlands drying-out completely	• Suitably qualified ecologist to monitor site (bi-annually during the spring/summer seasons, also see Section 10 1) to gauge habitat quality and suitability for Growling Grass Frogs • If required, re-water site to maintain water levels, particularly in summer, this would also benefit River Swamp Wallaby-grass	• Post-construction	• Assess hydrological regime at all wetland treatment areas
Water quality	• Increase in nutrients, toxins, chemicals, sediment loads or an algal bloom which reduces water quality below acceptable State Environment Protection Policy Guidelines (SEPP guidelines) and/or reduces habitat suitability for frogs (e.g high turbidity)	• Establish quantitative guidelines for water quality according to SEPP Guidelines (also see foot note on page 33) • Conduct water quality monitoring monthly during construction and every three months post-construction • Install sediment control fencing; see Section 8 for No-go zones and habitat protection protocols during construction	• During and post-construction	• For Aitken and Malcolm Creek: o 1 site located upstream of wetland construction areas o 1 site located within Highlands near wetland construction areas o 2 sites located downstream of wetland construction areas
Aquatic vegetation diversity	• Alteration of aquatic vegetation such that it drops below 60% cover (where aquatic vegetation cover is calculated as the sum of the cover of emergent, submergent and floating macrophytes, divided by 3, see Heard 2009) • Recreational pressures are reducing habitat quality (e g vegetation trampling)	• Suitably qualified ecologist to monitor site (bi-annually during the spring/summer seasons, also see Section 10 1) to gauge habitat quality and suitability for Growling Grass Frogs • Rejuvenation of aquatic vegetation through (also see 5 2 2): o re-planting with indigenous plant species (also suitable for River Swamp Wallaby-grass); o netting to reduce damage by waterfowl, o thinning of dominant emergent species (i e which may be choking other vegetation); and o reducing sedimentation • No new walking trails/paths will be created adjoining wetland habitat	• Post-construction	• All wetland treatment areas
Terrestrial habitat	• Any removal or degradation of terrestrial habitat within the adjoining Conservation Reserves (e.g. within 100-200 m of waterbodies) • Rocks, logs other cover is removed or modified	• Suitably qualified ecologist to monitor site (bi-annually during the spring/summer seasons, also see Section 10 1) to gauge habitat quality and suitability for Growling Grass Frogs • Maintain a relatively open grassland structure for foraging (as per Golden Sun Moth habitat requirements, see Section 5.2.3) • Also maintain some areas of dense tussock forming grassland areas for over-wintering and shelter (e g. Creekline Grassy Woodland area, part of the Aitken Creek Conservation Reserve, south of Craigieburn Road west, Figure 3) • Re-instate terrestrial habitat for shelter and over-wintering (e g logs/rocks), where needed • Maintain existing buffers surrounding wetlands (i e. Golden Sun Moth core habitat/ Conservation Reserves) • Where Growling Grass Frogs have colonised, manage weeds manually where practicable (see Section 5.4 2). Note that the affect of herbicides and other biocides on the species is not well understood (Clemann and Gillespie 2004) • Any weed removal will be followed up with revegetation using suitable indigenous aquatic or terrestrial species • Weed removal in and/or in proximity to wetlands will be staged and replaced by indigenous vegetation (See Section 5 4 2) • Conservation Reserves will be fenced with no new walking trails created (see Section 9 1) and only used for passive recreation	• Post-construction	• All wetland treatment areas
Introduction of predators	• Introduction of exotic fish (e g Mosquito fish) which have the potential to prey on frogs eggs and tadpoles	• Monitor wetlands to assess the presence of predatory fish (bi-annually during the spring/summer seasons, also see Section 10 1) • Signage/public education as to detrimental effects of releasing introduced fish into waterways (see Section 9) • May need to drain wetland or individual ponds to remove exotic fish, this must be done in consultation with a qualified ecologist, DSE, Melbourne Water and DEWHA	• During and post-construction	• All wetland treatment areas

AH377517X
21/07/2010 $955.20 173

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 61 of 136

Habitat element	Threshold - Habitat element affected/degraded	Management measures to be implemented	Phases	Location
Connectivity	• Potential movement of frogs through the creek systems is compromised/habitat link is severed	• Suitably qualified ecologist to monitor culverts (bi-annually during the spring/summer seasons or after heavy rain events, also see Section 10 1) and other under road crossings within Highlands • Keep culverts and other under road crossings free of debris to ensure a clear passage for potential movement of Growling Grass Frogs • No new walking trails/paths will be created adjoining the wetland habitat in Conservation Reserves	• During and post-construction	• Culverts and under road crossings in creek corridors and areas adjoining creeks in Conservation Reserves
Habitat downstream in Merri Creek	• Significant or noticeable increase in nutrients, toxins, chemicals, sediment loads or an algal bloom from increased storm water runoff which reduces water quality below acceptable SEPP guidelines resulting in reduced habitat suitability for frogs (e g, high turbidity) in areas downstream from the Highlands site[1], i e. Merri Creek where there are existing populations of Growling Grass Frogs	• Establish quantitative guidelines for water quality according to SEPP Guidelines (also see foot note below) • Conduct water quality monitoring monthly during construction and every three months post-construction • Install sediment control fencing; see Section 8 for No-go zones and habitat protection protocols during construction	• During and post-construction	• For Aitken and Malcolm Creek: o 1 site located upstream of wetland construction areas o 1 site located within Highlands near wetland construction areas o 2 sites located downstream of wetland construction areas

AH377517X
21/07/2010 $955.20 173

[1] Note all new developments at Craigieburn, including Highlands, are required to comply with Best Practice Stormwater Quality Treatment standards before water reaches Merri Creek That standard is currently 80% removal of Total Suspended Solids and 45% removal of Total Phosphorus and Total Nitrogen. The intent is to maintain rural water quality discharge conditions (Neil Craigie, Waterway Management Consultants, pers comm).

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 62 of 136

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 63 of 136

AH377517X
21/07/2010 $955.20 173

5.3 Protection of remnant trees

Highlands supports numerous old remnant trees, particularly along Malcolm Creek and Aitken Creek (north). They are also widely scattered across the site. These species include River Red-gum (*Eucalyptus camaldulensis*), Swamp Gum (*E. ovata* var. *ovata*), Grey Box (*E. microcarpa*) and Blackwood (*Acacia melanoxylon*). Many of the trees are of a very old age class (greater than 400 years) and also provide hollows for avifauna and arboreal mammals (Ecological Horticulture 1991).

The majority of the remnant trees within Highlands have been incorporated into the Conservation Reserves and/or ROS. Some scattered trees also occur within the paddocks. It is imperative that all remnant trees are retained and protected (see also Section 6.2). Unless otherwise agreed to by Council, all trees are to be protected by fencing at a distance of double the tree canopy. These fences are to be erected before any works commence.

Arborist reports have been completed for sections of the Highlands site (e.g. Tree Logic 2003, Stephen Fitzgerald Arboriculture 2007 and 2008 a, b). All current and future reports will be submitted to Council for approval. No works affecting any tree (remnant or non-remnant) will be undertaken until Council has received and assessed the relevant maps and reports.

5.4 Management of vegetation within Conservation Reserves and ROS

5.4.1 Biomass reduction

Biomass reduction (predominantly of perennial grasses) will be essential in maintaining indigenous flora and fauna values throughout the Conservation Reserves and ROS, as well as providing asset protection (e.g. through fuel reduction), addressing public safety concerns (e.g. long grass providing harbour for snakes) and enhancing aesthetic and recreational values.

Biomass reduction integrating a range of techniques is integral in developing a management regime that is practical, economical, and capable of maintaining (and where feasible enhancing) the biological values of the site. A range of factors (local topography, proximity to assets, stage of development, Golden Sun Moth life-cycle, etc.) will dictate what techniques are suitable in a given location at a given point in time.

Grazing regimes will continue within the Conservation Reserves until construction begins, after which time it is not considered feasible in a highly urbanised landscape. Three other biomass reduction techniques will be variously employed within the Conservation Reserves, each of which is discussed below.

Controlled Burning

Burning is an efficient and cost-effective technique for reducing biomass in grassy ecosystems such as those that occur within the Conservation Reserves. Importantly, burning (c.f. slashing)

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 64 of 136

AH377517X
21/07/2010 $955.20 173

allows greater access for weed control, increased natural regeneration of indigenous plant species and potentially enhancing habitat values for Golden Sun Moths (note: there is a paucity of data relating to the effects of fire on Golden Sun Moth populations, so large-scale burning within Golden Sun Moth core habitat is not recommended).

The importance of burning to ecosystem-health in temperate Australian grassland and grassy woodland communities has been well documented; however, the ecological benefits of burning in highly-disturbed, long-grazed grassland remnants such as those that occur within the Conservation Reserves will be somewhat limited. While burning may enhance germination of a small range of indigenous species, it can also be expected to promote certain exotic species (e.g. *Nassella neesiana*), and as such post-burning weed-control will be vital in maintaining remnant vegetation.

If burning is determined to be non-harmful to Golden Sun Moth populations (see Section 5.2.3), it is recommended to be undertaken in selected remnant patches of Plains Grassland. It may also be utilised in areas that are unsuitable for slashing (e.g. too rocky or steep). The following prescriptions and key management actions will be implemented.

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 65 of 136

AH377517X
21/07/2010 $955.20 173

Key actions

- *Burning must not be conducted within Conservation Reserves during the Golden Sun Moth flight season (October to January).*
- *Burning will occur at least six weeks after the end of the flight season.*
- *Burning will be determined by fuel loads, moisture content and weather conditions.*
- *To create a mosaic effect, patches (e.g. remnant vegetation) will be burnt every three years, ensuring that areas of vegetation within the patch are left unburnt (to provide refuge for fauna). It will therefore be necessary to:*
    - *split remnant patches into defined 'burn-zones', with each zone being burnt only once every three years;*
    - *some areas/patches will be defined by fire-breaks and proximity to houses and assets;*
    - *maintain records of when and where burns have been conducted.*
- *Vegetation within Conservation Reserves will inevitably be burnt accidentally or by vandals. Burn plans will therefore be flexible enough to incorporate these 'accidental' burns into the three-yearly cycle. It is preferable that vegetation is burnt less often than more often.*
- *Ensure adequate weed-control can be undertaken post-burn. Follow-up weed-control is essential within patches of remnant vegetation, and no burning will be undertaken until adequate time and budget for weed-control has been allocated.*
- *Ensure natural recruitment and revegetation of woody species, as well as assets are not damaged as a result of prescribed burning.*

Mechanical control

Mechanical control techniques will include slashing, brush-cutting and (to a lesser degree) hand-mowing; and these will variously applied to the different management areas within the Conservation Reserves (refer to Table 5 and Figure 5). There is however several drawbacks associated with mechanical control in the Conservation Reserves:

- Unlike burning or grazing, mechanical control does not generally remove the cut plant material from the site (which often forms very dense mats). This can be problematic in areas where the purpose of biomass reduction is to retain open areas and bare ground for Golden Sun Moths and/or indigenous plant recruitment. As such, it will be necessary to devise slashing regimes that reduce the amount of cut plant material within Golden Sun Moth core habitat areas (Figure 5).

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 66 of 136

AH377517X
21/07/2010 $955.20 173

- There is a tendency for machinery (particularly slashers) to disperse weed propagules (e.g. seed) from one location to another. It is of utmost importance that adequate hygiene practices are followed to prevent the spread of exotic species across the site, particularly Chilean needle-grass (**Nassella neesiana*) and Two-leaf Cape Tulip (**Moraea miniata*).
- Tractors may cause significant plant and soil disturbance (e.g. rutting and compaction) particularly in wet weather.

Mechanical control is recommended to be undertaken throughout the Conservation Reserves and ROS. Due to the prevalence of rocky and uneven terrain within sections of the Conservation Reserves, large areas will require brush-cutting or hand-mowing (c.f. slashing). The following prescriptions and key management actions will be implemented.

Key actions

- *Slashing must not be conducted within the ROS during the Golden Sun Moth flight season (late October to mid January).*
- *Slashing will be avoided during wet weather when soils are susceptible to rutting.*
- *Slashing regimes must be developed that reduce the amount of cut plant material (post-slashing) left in Golden Sun Moth core habitat areas (Figure 5). This may involve multiple slashing runs between late winter – spring (to increase rates of biodegradation) and/or collection of cut material (if practicable).*
- *Care must be taken to avoid damage to indigenous woody vegetation (including natural recruitment and revegetation).*
- *Vegetation will be slashed to a height of around 10 cm within Golden Sun Moth core habitat zones. Care will also be taken to avoid soil disturbance.*
- *Care will be taken not to transport weed propagules from areas of heavy to low infestation, notably those of Chilean needle-grass and Two-leaf Cape Tulip.*
- *All machinery (tractors, slashers, brush-cutters, etc.) entering the site should be free of weed propagules. Similarly all machinery leaving the site will be cleaned of weed propagules. This will require the creation of a weed 'wash-down' site.*
- *Slashing regimes will be flexible to cater for variability in growing seasons. Some years will require more control than others.*

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 67 of 136

AH377517X
21/07/2010 $955.20 173

Herbicide application

The ongoing chemical control of several robust, exotic, perennial grass species (Phalaris, *Phalaris aquatica*; Chilean Needle-grass, *Nassella neesiana* and Cocksfoot, *Dactylis glomerata*) in favour of generally less-robust indigenous grass species should ultimately reduce biomass throughout the Conservation Reserves and ROS.

See below for prescriptive weed control measures.

5.4.2 Weed management

The weed flora of the study area comprises 16 noxious weed species (as listed under the *Catchment and Land Protection Act 1994* [CaLP Act] for the Port Phillip and Westernport CMA region), five Weeds of National Significance (WONS) and numerous other environmental weed species. The weed flora is dominated by ubiquitous annual and perennial herbaceous weeds, with woody weeds (particularly Blackberry **Rubus anglocandicans* and Briar Rose **Rosa rubiginosa*) scattered throughout.

Table 4 lists 28 weed species identified for elimination or control within the Conservation Reserves and ROS. These are a small proportion of the weed flora, but have been identified as species/populations that should be managed throughout the Conservation Reserves and ROS because of their seriousness as invaders, and/or are required to be managed under the CaLP Act. Other species will require management in certain circumstances (e.g. to allow for revegetation), but full-scale management would be untenable.

While a number of weed species have been recorded within Highlands, the weed flora is not static; new weed species are likely to appear within the Conservation Reserves, dispersed there by a wide range of natural agents (e.g. wind and animals). The weeds listed for control here should not be seen as exhaustive. Annual monitoring will allow for the identification of new weed species and their incorporation into the management program as appropriate.

Within patches of remnant vegetation in Conservation Reserves, higher-intensity weed-control is expected than for the remaining areas of ROS. While infestations of seriously invasive exotic species such as Canary Grass and Cocksfoot may be left in sections of the Malcolm and Aitken Creek ROS corridors, these species require control (and their cover reduced) within the conservation reserves, including the patches of remnant Plains Grassland and Creekline Grassy Woodland. Similarly, a range of species not listed in Table 4 will require control within and adjacent to remnant vegetation where they threaten indigenous flora values.

Chilean Needle-grass (*Nassella neesiana*) is one of Australia's worst weeds of native grasslands and pastures and is classified as a Weed of National Significance (DPI 2007). This species is present within the Conservation Reserves and ROS, the majority of which supports a low cover (i.e. <1% - 5%) of this species. The most severe infestations are along Malcolm Creek (cover up to c. 50%), particularly in the northern and southern sections. These areas have been identified as Chilean Needle-grass containment areas (Figure 5), where strict controls must be implemented to limit its spread into adjoining areas (see also Section 5.4). It is unrealistic to expect to eradicate the

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 68 of 136

AH377517X
21/07/2010 $955.20 173

weed in areas where Chilean Needle-grass is established and/or widespread (DPI 2007), therefore the target within the areas supporting a higher cover of the species is to limit its impact and spread, and to decrease the infestation size.

The Golden Sun Moth has previously been recorded breeding in Chilean needle-grass in other areas of its range in Melbourne and Canberra. Therefore, if Golden Sun Moth is recorded breeding in patches of Chilean Needle-grass during the monitoring surveys, a staged plan of eradication/reduction of the weed species will be required, in consultation with DEWHA.

Ultimately, as eradication of this weed species is very difficult, the aim will be, as a minimum, to contain the infestations so they do not encroach into other Conservation Reserves and habitat remains suitable for the Golden Sun Moth.

The following management targets for Chilean Needle-grass are expected to be staged, and thus achieved within the 10-year management period:

Current cover of Chilean Needle-grass	**Objective**	**Target cover of Chilean Needle-grass within 10-years**
0 – 1%	prevent - eradicate	0 - <1%
1 – 15%	eradicate - reduce	0 - <5%
15% - 50%	reduce	10 – 15%

These targets are in-line with the National Best Practice Management Manual for Chilean Needle-grass (DPI 2007).

The following weed management strategy is proposed:

1. Methods to treat individual species (Table 4) include herbicide application to foliage, herbicide application via cut and paint or drill and fill, and physical removal by hand.

2. The primary weed management program targeting woody weeds will extend over a five-year period. This would be followed up by maintenance weed control which will be an ongoing requirement.

3. Weed monitoring will be ongoing in order to identify weed populations and respond with control as appropriate.

4. Damage to indigenous vegetation (by herbicide or machinery and to soils) must be avoided at all times.

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 69 of 136

5. Weed management operators must be suitably qualified and appropriately certified and possess the requisite weed and indigenous plant identification skills. All health and safety, and environmental regulations, must be observed.

6. All aspects of the control program need to be appropriately documented (to an agreed standard) to enable the tracking and evaluation of control methods/activities, and to allow for refinement of procedures, as well as to inform future weed management activities.

Herbicide use

All herbicide usage within the Conservation Reserves and ROS will be in accordance with the following:

- The use of herbicides in and adjacent to water-bodies (including riparian zones and seasonally dry ephemeral wetlands) will be avoided where practicable, particularly if the Growling Grass Frog has colonised wetlands (see Table 3). If unavoidable, herbicides only legally certified for use in such situations (as specified on the product label) will be used. Application methods resulting in low levels of off-target damage (e.g. cut/paint, and drill/fill) will be favoured over spray application.
- All use of herbicides (and associated additives) will be in accordance with the product label. Off-label use of herbicides may be permitted where approval has been granted from a state government department (e.g. Department of Sustainability and Environment or Department of Primary Industries).
- Site-specific herbicide planning (application methods, chemicals used, weather conditions, plant phenology, etc.) will be employed to reduce off-target herbicide damage. Off-target herbicide damage is the detrimental application of herbicide to plant species that have not been targeted for control. While this generally applies to plants in and around the point of herbicide application, it may also refer to organisms (flora and fauna) some distance away.
- With the exception of cut/paint and drill/fill techniques used to control woody weeds, herbicide will not be used during the flight season of the Golden Sun Moth (i.e. between late October and early January). This is to avoid detrimental impacts to emerging adults and/or egg-laying females.

AH377517X
21/07/2010 $955.20 173

Table 4 Highlands CMP: Weed species identified for elimination or control within Conservation Reserves

Life form (mostly after Carr et al. 1992)

T	tree	A	annual	Pt	perennial herb (tufted or tussock forming)	B	biennial	Gc	cormous geophyte
Ea	emergent aquatic	Ls	large shrub	Pr	perennial herb (rhizomatous or stoloniferous)	S	shrub		

Noxious weed/WONS

C – listed as a Controlled weed species under the Catchment and Land Protection Act 1994 for the Port Phillip and Westernport Catchment Management Authority region

R - listed as a Restricted weed species under the Catchment and Land Protection Act 1994 for the Port Phillip and Westernport Catchment Management Authority region

W – Weed of National Significance (www.weeds.org.au)

Control method(s)

A Herbicide treatments

1 Herbicide applied to foliage with spray, wick applicator, etc.; annuals must be sprayed well before seed ripening.

2 Cut down and concentrated herbicide immediately applied to stump or stems, or bark "frilled" and herbicide applied.

3 Stem drilled and injected with concentrated herbicide.

B Physical treatments

4 Physical removal – most plants can be physically removed by hand-weeding or with tools when small and/or isolated but soil disturbance is kept to a minimum.

5 Cut off at ground level (species that will not resprout from basal buds).

6 Cut leaves and flowering stems below water to starve rhizome of oxygen (*Typha* spp.).

7 Cut off near ground level then spray vigorous regrowth with herbicide

8 Ringbarking

AH377517X
21/07/2010 $955.20 173

Control/eliminate

E –	eliminate all populations	Sp	spring	W	winter	(f)	when in flower
C –	control weed populations	S	summer	All	Year round	(bl)	before leaves discolour
Ctn –	contain weed populations	A	autumn	(bf)	before flowering		

Timing (preferred timing only, many species may be successfully controlled at other times)

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 70 of 136

AH377517X
21/07/2010 $955.20 173

Species	Common Name	Life form	Family	Control Methods	Timing	Control/ eliminate
Acacia baileyana	Cootamundra Wattle	T	Mimosaceae	5,8 (mature plants), 2 (young plants)	All	E
Carthamus lanatus **C**	Saffron Thistle	A	Asteraceae	1	Sp (bf)	C
Chamaecytisus palmensis	Tree Lucerne	Ls/T	Fabaceae	2,4, 1 (young plants)	All	E
Cirsium vulgare **C**	Spear Thistle	B	Asteraceae	1,4	Sp (bf)	C
Crataegus monogyna **C**	Hawthorn	Ls/T	Rosaceae	2	Sp - Su	E
Cynara cardunculus **C**	Spanish Artichoke	Pt	Asteraceae	1	Sp (bf)	E
Cyperus eragrostis	Drain Flat-sedge	Pt	Cyperaceae	1,4	All	C
Dactylis glomerata	Cocksfoot	Pt	Poaceae	1	W – Sp	C
Echium plantagineum **C**	Paterson's Curse	A	Boraginaceae	1,4	Sp (bf)	C
Elytrigia repens	English Couch	Pr	Poaceae	1	All	C
Festuca arundinacea	Tall Fescue	Pt	Poaceae	1	All	E
Foeniculum vulgare **R**	Fennel	Pt	Apiaceae	1,2	W – Sp (bf)	E
Genista linifolia **C**	Flax-leaved Broom	S	Fabaceae	1,2,4	All	E
Holcus lanatus	Yorkshire Fog-grass	Pt	Poaceae	1	All	C
Lycium ferocissimum **C**	African Box-thorn	Ls	Solanaceae	2	All	E
Mentha pulegium	Pennyroyal	Pr	Lamiaceae	1,4	All	C
Moraea miniata **C**	Two-leaf Cape Tulip	Gc	Iridaceae	1	W – Sp (bf)	E

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 71 of 136

AH377517X
21/07/2010 $955.20 173

Species	Common Name	Life form	Family	Control Methods	Timing	Control/ eliminate
Nassella neesiana **R, W**	Chilean Needle-grass	Pt	Poaceae	1	A - W	C-E/Ctn
Nassella trichotoma **C, W**	Serrated Tussock	Pt	Poaceae	1	S (bf)	E
Paspalum dilatatum	Paspalum	Pr	Poaceae	1	Sp - S	C
Paspalum distichum	Water Couch	Ea(Pr)	Poaceae	1	All	C
Phalaris aquatica	Toowoomba Canary-grass	Pt	Poaceae	1	W - Sp	C
Rosa rubiginosa **C**	Sweet Briar	Ls	Rosaceae	1,2	Sp – S (bf)	E
Rubus anglocandicans **C, W**	Blackberry	Ls	Rosaceae	1,2	Sp – S (f)	E
Salix X sepulcralis var. sepulcralis **W**	Weeping Willow	T	Salicaceae	3 (mature plants), 2 (saplings)	A (bl)	E
Silybum marianum **C**	Variegated Thistle	A(B)	Asteraceae	1	All	C
Ulex europaeus **C, W**	Gorse	Ls	Fabaceae	1,2	All	E
Xanthium spinosum **C**	Bathurst Burr	A	Asteraceae	1	All (bf)	E

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 72 of 136

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 73 of 136

AH377517X
21/07/2010 $955.20 173

5.5 Revegetation

Revegetation activities dealt with in this CMP will be limited to the augmentation of the scattered tree and large-shrub layers throughout the Conservation Reserves and ROS, with higher density plantings along drainage lines. These plantings will replace vegetation in areas where weed control has been undertaken, provide additional fauna habitat and enhance landscape amenity. Refer to Section 5.2.3 for habitat requirements of the Golden Sun Moth in relation to revegetation and Section 5.2.4 for Growling Grass Frog habitat requirements. In summary, no trees will be planted in Golden Sun Moth core habitat and shrub plantings will be restricted to replacing the exotic shrubs (e.g. *Sweet Briar) to maintain existing conditions. A high density of large trees or shrubs will not be planted around wetlands to ensure they do not become over-shaded (see Section 5.2.4) Consideration will also be given to the revegetation of robust, perennial, indigenous ground-storey species in remnant grassland patches and Golden Sun Moth habitat (to compliment weed control activities). However, the scope for these works will be limited due to the high coverage of invasive weed species.

Plant species selection and placement has been determined with reference to both existing and pre-European site conditions. While the majority of remnant vegetation on the site is considered to be Plains Grassland, the pre-European vegetation of the Conservation Reserves and ROS was likely a mosaic of Plains Grassland, Plains Grassy Woodland and Creekline Grassy Woodland. As such, the scattered planting of woodland species is considered ecologically appropriate.

A range of current and proposed revegetation activities dealing with wetland rehabilitation and management along Aitken and Malcolm Creeks will not be dealt within this CMP. For information pertaining to water treatment wetland construction and associated revegetation throughout the ROS see the E14 Wetland Planting plans (TBLD 2008), Functional Wetland Design reports (Craigie and Condina 2006 a, b), and the Aitken and Malcolm Creeks Masterplans. The management of River Swamp Wallaby-grass within these wetlands is addressed in Section 5.2.2 (this report) and Ecology Australia 2008.

Supplementary planting will be required to achieve Net Gain offsets within Creekline Grassy Woodland sites and is addressed in Section 6.4 (Offset Management Plan).

5.5.1 Revegetation methods

Three methods are generally used in revegetation exercises:

1. Direct seeding;
2. Planting of tubestock propagated from seeds (usually), cuttings, or divisions; and
3. Facilitation of natural recruitment from naturally dispersed *in situ* or off-site sources of propagules (mostly seeds) onto a suitable seed-bed.

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 74 of 136

AH377517X
21/07/2010 $955.20 173

Depending on the extent of regeneration of River Red-gums once grazing is removed, there may be a need to thin the juvenile River Red-gum cohort in the future. This will entail the removal of some trees to allow the remaining trees to grow faster and ultimately larger. Trees adopted for retention will be identified according to health, form, dominance and location. Ecological thinning practises are aimed at maximising habitat and biodiversity values. Thinning will need to be assessed on a case by case basis. Should thinning be required, approval must be sought from the relevant Council Environmental Department.

Within the Conservation Reserves and ROS, planting of tubestock is considered the most viable option because of massive competition from weeds in direct seeding or natural recruitment. Direct seeding (via hand casting) of Wallaby Grasses could be used in the conservation reserves (e.g. Golden Sun Moth core habitat) or other rehabilitated areas, where these species have not recolonised following weed control.

Revegetation strategy

The process of successful revegetation requires planning, documentation, implementation, monitoring and maintenance;

1. **Site selection:** should include consideration of the following issues:
    - Existing indigenous flora – ensure revegetation activities do not negatively impact existing indigenous vegetation.
    - Weed flora – ensure sufficient weed control has been undertaken pre-planting.
    - Access – plant trees/shrubs in areas or groupings that will not disrupt biomass reduction works (e.g. slashing).
2. **Site preparation:** will be variously required throughout the study area and will include:
    - Weed control.
    - Tree-guarding and fencing (only recommended if grazing pressures are found to significantly increase mortality of plants).
    - Staking (to allow relocation of young plants for maintenance purposes, and so slashing contractors will be able to avoid plantings).
    - Jute matting.
3. **Species selection:** plantings must make ecological sense, i.e. species 'belong' in particular environments and plant species associations.
4. **Sources of propagating material:** all revegetation will utilise indigenous species propagated from material (seeds, cuttings, divisions) which must be obtained from the nearest natural populations locally or from the Merri Creek corridor, with the appropriate DSE permits and protocols to avoid harm to the source populations by overexploitation. All sources of material will be recorded by the contractor(s) or other parties involved in

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 75 of 136

AH377517X
21/07/2010 $955.20 173

revegetation. Planted populations are unfortunately often unreliable as sources of material because much non-indigenous material is used in some sectors of the revegetation industry. All plants and propagation material must be correctly identified and named before being utilised in revegetation.

5. **Propagation of production plants:** must be undertaken with sufficient lead time to achieve good growth by the time of planting. This will require that the contractor has been allocated sufficient time to undertake collection and growing-on of the tubestock before the projected planting time. Conversely, over-grown or root-bound tubestock (depending upon the species involved) should be rejected.

6. **Documentation:** by documenting the various components of a revegetation program (e.g. locations and dates of seed collection, provenance of revegetated plants used at a particular site, weed control, monitoring, etc.) the success rates of future revegetation can be increased as a greater understanding of 'what works' is achieved and communicated to future practitioners.

7. **Planting:** autumn planting is recommended for the study area, allowing for optimal growing conditions (moisture availability and adequate soil temperature). Plants should be watered at the time of planting (to reduce air pockets around the root zone), though follow-up watering should not be necessary, although this would be at the discretion of the contractor.

    - A staged revegetation process is recommended throughout the bulk of the ROS. Enhancement of the scattered shrub-layer will begin immediately to provide habitat lost as a result of woody-weed control (note: the initial stage of revegetation will be planned so as not to interfere with ongoing weed-control).
    - Average planting densities **outside Golden Sun Moth habitat** are provided below. As a principle, the plantings will be consistent with the diversity and structure outlined in the relevant EVC benchmark.

8. **Monitoring:** is of utmost importance that all revegetation be monitored. Effectively timed monitoring will allow various degradation processes (weeds, grazing) to be managed before they adversely affect the plantings.

9. **Maintenance:** timing will coincide with ecological timelines (e.g. undertake weed control before seed-set) and always seek to optimise the health of the plants used in the revegetation. All plant losses will be replaced unless mortality has been the result of unmanageable site conditions (e.g. prolonged drought).

Plant species suitable for revegetation

A list of plant species suitable for use in revegetation is given in Table 5. It should be noted that the manner in which these species are utilised (placement, groupings, numbers) will define the success of the revegetation. Effective revegetation must seek to reflect the environmental

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 76 of 136

AH377517X
21/07/2010 $955.20 173

variability of a given site. No trees will be planted in Golden Sun Moth core habitat, and shrub plantings will be restricted to replacing the existing exotic shrubs in core habitat areas.

Table 5 Highlands CMP: Plant species suitable for revegetation within Conservation Reserves and Regional Open Space.

Species name	Common name	EVC
Canopy trees		
Eucalyptus camaldulensis	River Red-Gum	PGW, CGW
Eucalyptus microcarpa	Grey Box	PGW
Eucalyptus ovata var. *ovata*	Swamp Gum	PGW, CGW
Understorey trees		
Acacia implexa	Lightwood	PGW
Acacia mearnsii	Black Wattle	PGW, CGW
Acacia melanoxylon	Blackwood	PGW, CGW
Acacia pycnantha	Golden Wattle	PGW
Allocasuarina verticillata	Drooping Sheoak	PGW
Banksia marginata (tree form)	Silver Banksia	PGW
Shrubs		
Acacia paradoxa	Hedge Wattle	PG§, PGW, CGW
Bursaria spinosa ssp. *spinosa*	Sweet Bursaria	PG§, PGW, CGW
Correa glabra	Rock Correa	PG§, PGW
Grevillea rosmarinifolia (Volcanic plains form)	Rosemary Grevillea	PGW
Melicytus dentatus	Tree Violet	PG§, PGW, CGW
Climbers		
Clematis microphylla var. *microphylla*	Small-Leaved Clematis	PGW
Robust perennial herbs		
Austrodanthonia spp.	Wallaby Grasses	PG, PGW, CGW
Lomandra longifolia var. *longifolia*	Spiny-headed Mat-rush	PG§
Poa labillardierei var. *labillardierei*	Common Tussock-grass	PG, PGW, CGW
Themeda triandra	Kangaroo Grass	PG, PGW, CGW
Dianella amoena	Matted Flax-lily*	PG§, PGW

Key: PG = Plains Grassland, PGW = Plains Grassy Woodland, CGW = Creekline Grassy Woodland, §not on heavy clays, *refer Section 5.2.1

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 77 of 136

AH377517X
21/07/2010 $955.20 173

Recommended (average) planting densities for areas designated for revegetation **outside of Golden Sun Moth core habitat** include:

Lifeform	**Former EVC**	**Average planting density**
Canopy Trees*	CGW, PGW	50 per hectare
Understorey Trees	CGW	100 per hectare
	PGW	50 – 100 per hectare
Shrubs	CGW, PGW	400 per hectare
	PG	Localised clump plantings – widely scattered plantings
Climbers (selected areas)	CGW	1 plant per 25 m^2
	PGW	1 plant per 100 m^2
Robust Perennial Herbs (selected areas)	CGW, PGW, PG	Clumped plantings - 9 plants/m^2 (tubestock)

*where canopy trees absent or below EVC benchmark

5.6 Summary of management actions

A summary of the key management actions outlined above is provided in Table 6 and Figure 5.

AH377517X
21/07/2010 $955.20 173

Table 6 Highlands CMP: Summary of key management actions and timing for Conservation Reserves and Regional Open Space, see corresponding Figure 5.

	Spring			Summer			Autumn			Winter		
Conservation Reserve	September	October	November	December	January	February	March	April	May	June	July	August
Malcolm Creek												
◦ Biomass control - mechanical control												
Weed control												
Revegetation												
Monitoring - Golden Sun Moth												
Monitoring - River Swamp Wallaby-grass												
*Monitoring - Growling Grass Frog												
Aitken Creek North ¤												
Biomass control – grazing – *prior to construction*												
Biomass control - mechanical control												
Weed control												
Revegetation												
Monitoring - Golden Sun Moth												
Monitoring - River Swamp Wallaby-grass												
*Monitoring - Growling Grass Frog												
Aitken Creek South												
†Biomass control – grazing – *prior to construction*												
Biomass control - mechanical control												
Biomass control - mechanical control												
Weed control												
Revegetation												
Monitoring - Golden Sun Moth												
Monitoring - Matted Flax-lily												
Monitoring - River Swamp Wallaby-grass												
*Monitoring - Growling Grass Frog												
Mount Aitken												
Biomass control - grazing – *prior to construction*												
Biomass control - mechanical control												
Weed control												
Revegetation												
Monitoring - Golden Sun Moth												

Years 1- 3
Years 3 >10
All Years

¤ The southern portion (immediately north of Craigieburn Road west, adjacent to Aitken Lake) will not be grazed, but will be mechanically controlled from the start.

† Grazing will only be undertaken in the southwest corner

◦ Biomass control refers to Golden Sun Moth core habitat and Plains Grassland remnants

* Once the wetlands have become established in Aitken and Malcolm Creeks a monitoring program will be implemented to investigate whether Growling Grass Frogs have colonized, assess suitability of habitat and address thresholds in Section 5 2.4, Table 3 (also see Section 10 1)

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 78 of 136

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 79 of 136

AH377517X
21/07/2010 $955.20 173

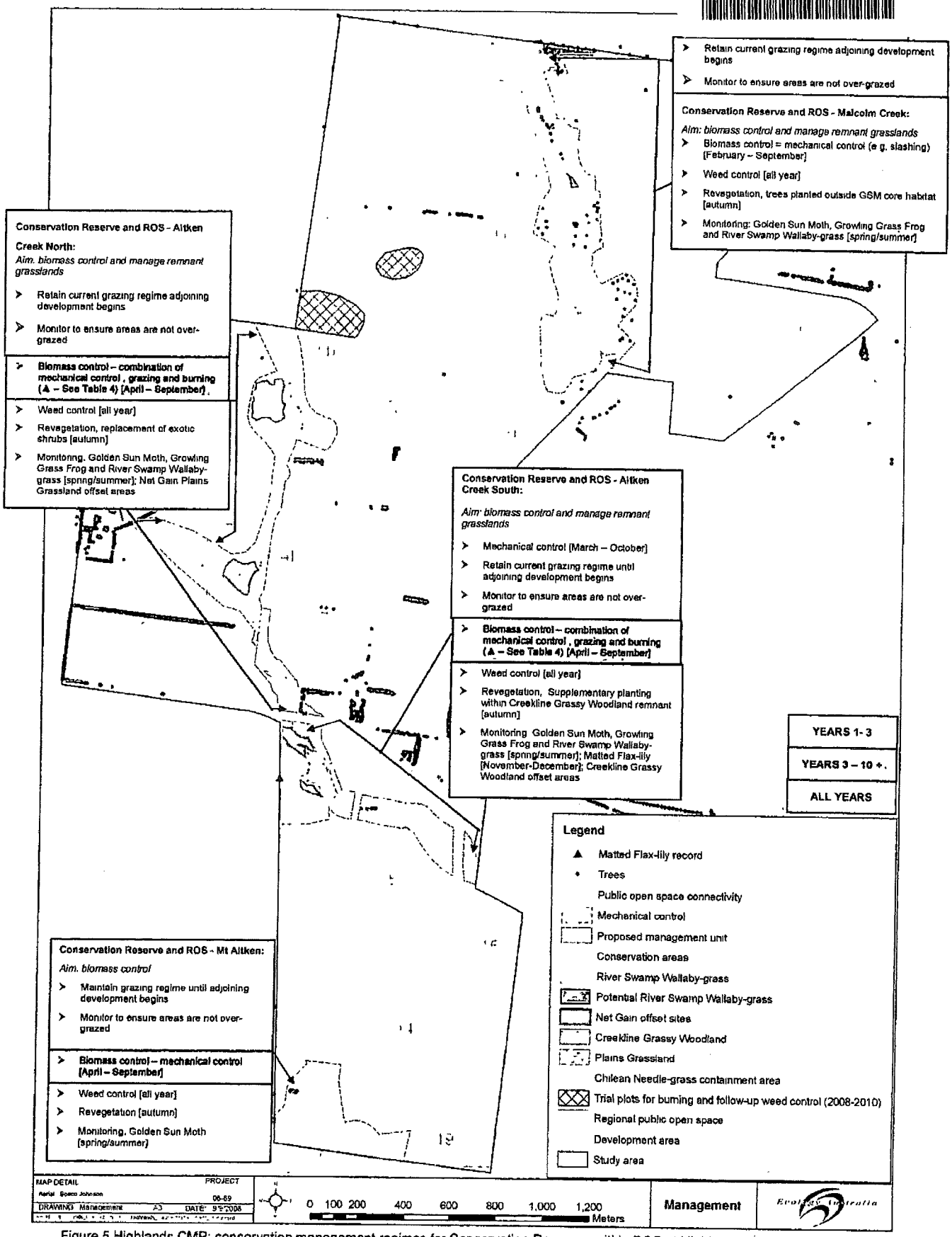


Figure 5 Highlands CMP: conservation management regimes for Conservation Reserves within ROS at Highlands, Craigieburn

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 80 of 136

AH377517X
21/07/2010 $955.20 173

6 Net Gain – Offset Management Plan

6.1 Introduction

This section responds to offsets required under Victoria's Native Vegetation Framework (DSE 2002) for the removal of remnant vegetation associated with the construction of the Highlands residential development. The offsets would be undertaken onsite within the Plains Grassland and Creekline Grassy Woodland remnants within Conservation Reserves of Aitken Creek.

Management of the Net Gain offset areas will not compromise Golden Sun Moth core habitat. As such, no supplementary plantings will occur within the core habitat areas, and the management of Plains Grassland offset sites will be consistent with the management recommendations for the Golden Sun Moth.

Scoring gains for a Net Gain habitat hectare offset requires that the current vegetation quality of the site is assessed, and the score for the various habitat components then used as the basis by which gains are estimated depending on the land manager commitments (DSE 2006b). The assessment of the vegetation quality of the EVCs involved the completion of DSEs Vegetation Quality Field Assessment Sheets (Version 1.3, October 2004). These assessments followed DSE (2004). Remnants of the same EVC scoring similar vegetation quality scores were allocated to the same habitat zone and the potential gains for each zone were determined using DSE's Vegetation Gain Approach (2006).

This section presents the offset plan for habitat hectare losses associated with the Highlands Development and outlines:

- The Net Gain targets;
- The vegetation of the proposed offset areas;
- The gains achievable based on the vegetation quality; and
- The proposed 10-year management plan.

6.2 Summary of Net Gain targets

Remnant patches of Plains Grassland (c. 8.3 ha) and Creekline Grassy Woodland (c. 1.8 ha) have been recorded within the Highlands property and the majority are associated with the creek environs. These patches are mapped in Figure 3 and a summary of the habitat condition scores are provided in Appendix 1 (see also Ecology Australia 2008).

The majority of remnant patches will be protected within Conservation Reserves, however, some vegetation loss will be required as a result of residential development, the construction of water treatment wetlands within Aitken Creek and the construction of Malcolm Creek Bridge (part of Aitken Boulevard).

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 81 of 136

AH377517X
21/07/2010 $955.20 173

Table 7 summaries the Net Gain habitat hectare (hha) targets (also see Ecology Australia 2008). A total of 0.06 hha of Creekline Grassy Woodland and 0.36 hha of Plains Grassland will be removed (Figure 3). The Net Gain target to offset the loss of remnant vegetation as a result of the proposed development and wetland construction includes 0.81 hha, of which 0.1 hha is Creekline Grassy Woodland and 0.71 hha is Plains Grassland. The removal of this vegetation will be subject to Council/DSE approval. In the case of the removal of very high conservation significance vegetation (Plains Grassland), the Framework states that approval is also required from the Victorian Minister for Environment and Conservation (DSE 2002; refer also Ecology Australia 2008).

Table 7 Highlands CMP: Net Gain habitat hectare targets.

Location	Aitken Creek South	Aitken Creek North	DP 11	DP 13	DP 18	De Maria	Malcolm Creek
EVC	CGW	CGW	PG	PG	PG	PG	PG
EVC cons. status	End.	End.	End	End.	End.	End	End.
HCS	12%	9%	30%	22%	15%	24%	28%
Loss - Area (ha)	0.44	0.11	0.25	0.72	0.30	0.15	0.15
Loss hha – (Area x HCS)	0.05	0.01	0.075	0.16	0.045	0.036	0.042
Cons. sign.	High	High	V. High[2]	V. High[1]	V. High[1]	V. High[1]	V. High[1]
Cons. multiplier	1.5	1.5	2	2	2	2	2
Target hha – (hha x cons. multiplier)	0.08	0.02	0.15	0.32	0.09	0.07	0.08

Key: CGW = Creekline Grassy Woodland, PG = Plains Grassland; HCS = Habitat condition score; EVC cons. status = Ecological Vegetation Class conservation status; Aitken Creek South refers to south of Craigieburn West Rd; Aitken Creek North applies to north of Craigieburn West Rd.; Cons. sign = conversation significance; V. High = Very High.

To date, no remnant tree has been removed. The retention of remnant trees is imperative (see also Section 5.3) and all remnant trees within future development plans will be protected.

When offsetting the loss of remnant vegetation of high and very high conservation significance, 75% and 90% of the offsets must be through the protection and management of the same vegetation/habitat type (or vegetation of higher conservation significance), and of similar quality to that being removed (DSE 2002). Revegetation is therefore limited to 10% (very high conservation significance) and 25% (high conservation significance) of the offset.

All areas where gains are proposed must be secure for the long term.

[2] Due to habitat for Golden Sun Moth

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 82 of 136

AH377517X
21/07/2010 $955.20 173

6.3 Strategy of achieving gains

Net Gain offset sites

The Net Gain target of 0.1 ha of Creekline Grassy Woodland and 0.71 hha of Plains Grassland can be achieved on-site through the management and protection of remnant vegetation within Conservation Reserves associated with Aitken Creek. The means to achieve these offsets are outlined below.

Plains Grassland offset sites

The Plains Grassland remnant patches proposed to achieve the 0.71 hha Plains Grassland target include:

- Habitat Zones 4 – 1.29 ha; Habitat Condition Score 23%; very high conservation significance[3]
- Habitat Zone 14 – 2.1 ha; HCS 31%; very high conservation significance[2] (Figure 3).

These are the largest Plains Grassland remnants at Highlands. The patches support the following indigenous species: Wallaby-grasses (*Austrodanthonia* spp.), Kneed Spear-grass (*Austrostipa bigeniculata*), Weeping Grass (*Microlaena stipoides* var. *stipoides*), Kangaroo Grass (*Themeda triandra*), Common Wheat Grass (*Elymus scaber* var. *scaber*), Finger Rush (*Juncus subsecundus*), Plains Wood-sorrel (*Oxalis perennans*), Sheep's Burr (*Acaena echinata*) and Blue Devil (*Eryngium ovinum*). They also have a moderate to high cover of weed species, particularly annual and perennial exotic grasses, but also scattered woody weeds such as Blackberry (**Rubus anglocandicans*) and Sweet Briar (**Rosa rubignosa*).

The Plains Grassland remnants fulfil the 0.71 hha Net Gain offset target because:

- They are the same EVC, conservation significance, and at least 90% of the quality, as that being removed (like for like);
- They are located on-site within the Highlands property (same Bioregion);
- They will be incorporated into Conservation Reserves and secured;
- A total gain of 0.77 hha can be achieved through gains for improved security, maintenance and undertaking management within the remnants. A breakdown of the gains is provided below.

Creekline Grassy Woodland offset sites

Two patches of Creekline Grassy Woodland remnant located in Aitken Creek South will be used to offset the 0.1 hha target (Figure 3).

[3] Due to habitat for Golden Sun Moth

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 83 of 136

AH377517X
21/07/2010 $955.20 173

The first remnant is c. 0.8 ha and located just south of Craigieburn West Road (Figure 3). This patch has also been referred to as the Common Tussock-grass Grassland as the majority of the patch is dominated by Common Tussock-grass (*Poa labillardieri* var. *labillardieri*) (Ecology Australia 2003 and 2008). Other indigenous grasses are present (e.g. Common Wallaby-grass *Austrodanthonia caespitosa*, Kneed Spear-grass, Common Wheat-grass, Weeping Grass and Kangaroo Grass) and become more prevalent in the south-eastern section where two drainagelines enter Aitken Creek . Poong'ort (*Carex tereticaulis*), Plains Rush (*Juncus semisolidus*) and Green Rush (*Juncus gregiflorus*) fringe the creek and drainageline. Scattered dicot herbs (e.g. Grassland Wood-sorrel *Oxalis perennans*, Sheep's Burr *Acacia echinata*, and Crane's Bill *Geranium* sp.) are also present throughout.

The second Creekline Grassy Woodland patch is dominated by Wallaby Grasses (predominately Common Wallaby-grass) and supports scattered plants of Kangaroo Grass, Weeping Grass, Common Wheat-grass, Kneed Spear-grass, Common Tussock-grass, Plains Rush and Grassland Wood-sorrel. This area (0.3 ha) is adjoining the new water treatment wetlands and located just south of a small tributary that enters Aitken Creek from the west (Figure 3). It is also forms part of the core habitat for the Golden Sun Moth (Figures 3 and 4).

The Creekline Grassy Woodland remnants fulfil the Net Gain offset requirements for Aitken Creek South as:

- They are of the same quality and EVC as that being removed (like for like);
- They are located on-site within the Highlands property (same Bioregion);
- They will be incorporated into Conservation Reserves and secured;
- A gain of 0.12 hha can be achieved through gains for improved security, maintenance and undertaking management within the remnant (Table 8).

AH377517X
21/07/2010 $955.20 173

Table 8 Highlands CMP: Areas where remnant vegetation will be removed and the corresponding areas where gains will be achieved.

Loss						Gain						
Location	**Habitat zone**	**HCS**	**Cons. sign.**	**Area (ha)**	**Target**	**Location**	**Habitat zone**	**HCS**	**Cons. sign.**	**Total area (ha)[§]**	**Gain (%)**	**Area required for offset***
Plains Grassland												
Malcolm Creek	12	28%	Very High	0.15	0.08	De Maria	14	31%	Very High	2.13	24%	0.33 ha
DP 11	16	30%	Very High	0.25	0.15	De Maria	14	31%	Very High	2.13	24%	0.63 ha
DP 13	6	22%	Very High	0.72	0.32	De Maria	14	31%	Very High	2.13	24%	1.14 ha
						Aitken Creek dam	4	23%	Very High	1.29	21%	0.23 ha
DP 18	13	15%	Very High	0.30	0.09	Aitken Creek dam	4	23%	Very High	1.29	21%	0.43 ha[4]
De Maria	15	24%	Very High	0.15	0.07	Aitken Creek dam	4	23%	Very High	1.29	21%	0.33 ha
Creekline Grassy Woodland												
Aitken Creek south	1	12%	High	0.44	0.08	Aitken Creek south	1	12%	High	1.17	10%	0.8 ha
Aitken Creek north	3	12%	High	0.11	0.02	Aitken Creek south	1	12%	High	1.17	10%	0.2 ha

[§] Total area of patch to be managed for gains; *Area required to offset loss = offset target / % gain

[4] This is broadly consistent with the permit requirements for DP18.

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 84 of 136

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 85 of 136

AH377517X
21/07/2010 $955.20 173

Gains achievable

Plains Grassland

A gain of 21% and 24% can be achieved through the security, maintenance and management of the two Plains Grassland remnants (Table 9). These gains can be achieved via the following:

- securing the area for conservation – 20% of the current habitat score. The offsets are within Conservation Reserves and will be transferred to Council ownership which has a purpose consistent with a secure municipal conservation reserve;
- maintaining the area – e.g. retaining rocks and litter, not disturbing the soil, not sowing exotic species and not supplementary-feeding stock in the area;
- periodic biomass control (which is also required to maintain Golden Sun Moth habitat); and
- eliminating high threat woody weed species (< 1% cover) and ensuring the cover of other high threat weeds do not increase beyond current levels.
- control pest animals – refer Section 7

Table 9 Highlands CMP: Potential gains for Plains Grassland offset sites.

Location			De Maria dam			De Maria		
Offset Identifier			HZ 4			HZ 14		
EVC Name (Initials)			PG			PG		
EVC Number			132			132		
Current Score and Conservation sign.:			23%, very high			31%, very high		
		Max Score	Current Score	Maintenance	Improvement	Current Score	Maintenance	Improvement
Site Condition	Large Old Trees	10	-	-		-	-	
	Canopy Cover	5	-	-	-	-	-	-
	Understorey	25	10	5	1.25	10	5	1.25
	Lack of Weeds	15	0		1	4		1
	Recruitment	10	3	1.5	1	3	1.5	1
	Organic Matter	5	3	1.5	1	4	2	1
	Logs	5	-	-	-	-	-	-
Habitat gain		##		8	4.25		8.5	4.25
Gain (Improvement + maintenance)			12.25			12.75		
Adjustment for missing site components			75/55			75/55		
Adjusted site condition components			16.7			17.4		
Improved Security Gain		##	4.6			6.2		
Prior management		##	0			0		

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 86 of 136

AH377517X
21/07/2010 $955.20 173

Total Gain in Habitat Score / ha	##	21.3		23.6	
Total Gain in Habitat Score / ha (/100)	**0.##**	**0.21**		**0.24**	
Area of the proposed offset	#.#	1.29		2.13	
Net Gain (hha)	#.#	0.27		0.50	
Net Gain Multiplier		1		1	
Contribution (hha) to Net Gain Target	**#.#**	**0.27**		**0.50**	
Large Old Trees present to be protected	**#**	**NA**		**NA**	

Creekline Grassy Woodland

A gain of 10% per hectare can be achieved through the security and management of the Creekline Grassy Woodland remnants (Table 10). This would include:

- Foregoing the right to graze the area;
- Undertaking supplementary plantings including indigenous eucalypt species within the Common Tussock-grass Grassland (Figure 3);
- Eliminating high threat woody weeds and ensuring the cover of other high threat weeds do not increase beyond current levels;
- Securing the area for conservation – 20% of the current habitat score, as outlined above; and
- control pest animals – refer Section 7.

Table 10 Highlands CMP: Potential gains achievable within Creekline Grassy Woodland remnants, Aitken Creek south.

Offset Identifier			Creekline Grassy Woodland remnants (OZ1)		
EVC Name (Initials)			CGW		
EVC Number			68		
Current Score and Conservation sign:			12%, high		
		Max Score	Current Score	Maintenance	Improvement
Site Condition	Large Old Trees	10	0	0	
	Canopy Cover	5	0	0	0.6
	Understorey	25	5	0.5	2.5
	Lack of Weeds	15	4		2
	Recruitment	10	0	0	0
	Organic Matter	5	2	0.2	2
	Logs	5	0	0	0

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 87 of 136

Habitat gain	##		0.7	7.1
Gain (Improvement + management)		7.8		
Adjustment for missing site components		-		
Adjusted site condition components		-		
Improved Security Gain	##	2.4		
Prior management	##	0		
Total Gain in Habitat Score / ha	##	10.2		
Total Gain in Habitat Score / ha (/100)	**0.##**	**0.10**		
Area of the proposed offset	#.#	1.17		
Net Gain (hha)	#.#	0.12		
Net Gain Multiplier		1		
Contribution (hha) to Net Gain Target	**#.#**	**0.12**		
Large Old Trees present to be protected	**#**	**NA**		

Key:
OZ = Offset Zone
CGW = Creekline Grassy Woodland
Hha = habitat hectares

AH377517X
21/07/2010 $955.20 173

6.4 Offset Management Plan

The offset management plan is outlined below. Management gains will focus on eliminating high threat woody weeds and controlling other high threat species within the offset areas, as well as undertaking biomass control in the Plains Grassland and supplementary plantings within the Creekline Grassy Woodland remnants. The 10-year management plan to achieve the offsets is outlined in Table 14.

Security

The offsets are within Conservation Reserves and will eventually be transferred to Council ownership which has a purpose consistent with a secure municipal conservation reserve. If requested by Council, a Section 173 agreement between Stockland and Council could be drawn-up to ensure the offsets are implemented as outlined in this plan. The s.173 agreement would apply to the years of the offset plan that Stockland manage the Conservation Reserve of Aitken Creek, prior to handover to Council.

Fencing

A temporary fence around the sites identified for the offsets will be required when works are being undertaken in the area (refer also Section 8). For the various offset sites this would include fencing prior to and during:

- construction of water treatment wetlands and walking trails in Aitken Creek South and Aitken Creek North; and
- development of De Maria.

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 88 of 136

AH377517X
21/07/2010 $955.20 173

Once the works have been completed, the Conservation Reserve boundaries will be defined by a low-level fence (e.g. post and wire or post and rail). Signs will also be erected to define the Conservation Reserves (see Section 9.2).

Weed management

An overall weed management plan for the Conservation Reserves and ROS of Highlands is addressed in Section 5.4.2. A landscape approach to weed control will be most effective in the long-term as weeds will disperse into the offset sites from neighbouring areas. This section of the offset management plan identifies the weed species that currently require control within these sites. The methodology and timing of control will follow those outlined in Section 5.4.2. Weed species identified for elimination may differ to those in Table 11. This is because elimination could be achievable for some species within the offset areas, where it may not be achievable within the entire ROS network. The monitoring program will identify any other weed species that may require management in the future.

The weed management program will commence as soon as practicable. For the Creekline Grassy Woodland remnants weed control will need to be in conjunction with revegetation, as discussed below. Contractors will refine the control methods appropriate for each species, but herbicides, some slashing and hand removal are likely to be involved.

Table 11 Highlands CMP: Weed species requiring control or elimination within the offset areas.

Species	Common name	Control/Eliminate	Offset area (Habitat zone)
Cirsium vulgare	Spear Thistle	Control	1, 4, 14
Cynara cardunculus	Spanish Artichoke	Eliminate	1, 4, 14
Dactylis glomerata	Cocksfoot	Control	1, 4, 14
Holcus lanatus	Yorkshire Fog	Control	1, 14
Moraea miniata	Two-leaf Cape-tulip	Eliminate	1
Nassella neesiana	Chilean Needle-grass	Eliminate	1
Nassella trichotoma	Serrated Tussock	Eliminate	1
Paspalum distachium	Water Couch	Eliminate	1
Phalaris aquatica	Toowoomba Canary-grass	Control	1, 4, 14
Rosa rubiginosa	Sweet Briar	Eliminate	1, 4, 14
Rubus anglocandicans	Blackberry	Eliminate	1, 4, 14
Ulex europaeus	Gorse	Eliminate	14

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 89 of 136

AH377517X
21/07/2010 $955.20 173

Supplementary planting within the Creekline Grassy Woodland remnant

Supplementary planting within the Common Tussock-grass Grassland (Creekline Grassy Woodland remnant) will be undertaken to increase the diversity and cover of indigenous flora species, replace vegetation in areas where weed control has been undertaken, provide additional fauna habitat, enhance landscape amenity and meet Net Gain offset requirements. No supplementary plantings are to occur within the other Creekline Grassy Woodland remnant offset site because it supports Golden Sun Moth core habitat (Figures 3 and 4).

The aim of the plantings will be to restore a tree and shrub layer and reintroduce, or encourage the recruitment of robust ground layer species. Table 12 provides a list of species suitable for supplementary planting. The species have been selected as they would have been present in the original flora (based on the floristics of the remnant vegetation on the site). They have also been selected for technical reasons; that is they are capable of surviving in the face of competition from herbaceous weed species, mostly perennial grasses. After five years, an 80% survival rate of all the plantings is expected.

Establishment techniques

Revegetation may be established using plants propagated from cuttings, division or seed. Source material should be local, in some cases from within the Highlands property, or at least from within the Victorian Volcanic Plain bioregion. Contractors need to specify in their tendering the provenance of material they propose using.

For scattered plantings, seedlings will be protected by tree guards and localised weed control undertaken for at least the first two years to assist establishment.

Contractors

To succinctly coordinate weed management and revegetation the use of one contractor to undertake both of these CMP Elements is advocated.

To ensure that work undertaken by contractors is of a satisfactory standard, a list of potential contractors has been included (Table 11). This list is not exhaustive, but any contractor considered should meet the standards of those contractors listed.

Table 12 Highlands CMP: Recommended weed control/indigenous planting contractors

Contractor	Details
Australian Ecosystems Nursery and Consulting	Ph: (03) 9775 0612 Mob: 0402 127 933; 0416 221 200
Enviro Techniques	Ph: (03) 9439 9599 Mob: 0412 277 515
Indigenous Design	Ph: (03) 9844 3494

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 90 of 136

AH377517X
21/07/2010 $955.20 173

Contractor	Details
Nature Links	Ph: (03) 9619 6155 Mob: 0412 865 027

The following activities will need to be undertaken for the supplementary plantings:

- Tube stock of selected plant species (Table 13) must be contract-grown and propagated from material collected on-site or from the Merri Creek corridor. Alan Webster (Department of Sustainability and Environment) has requested that seed from Swamp Gum be collected from the Highlands property; seed/plant divisions from all the species listed in Table 12 could potentially be collected from Highlands.
- A contractor will be appointed and seed collection and propagation should begin within the first six months to one year as appropriate for individual species (for seed collection this is typically between spring and summer). The contractor will need to have the required permits.
- Weed control within the Creekline Grassy Woodland (Common Tussock-grass) remnant will be undertaken prior to initial planting and will be maintained, particularly during the early establishment of revegetated species. Areas of bare ground exposed after weed control will be revegetated with appropriate indigenous species.
- Plantings will be carried out in autumn or early winter within the first three years (or as appropriate following weed eradication) to allow establishment before the dry summer season.
- Additional supplementary planting may be undertaken in later years to increase the vegetation cover as required.
- Once planting has been undertaken, the plants will be monitored on a yearly basis to assess the success of seedlings, the affect of weeds and the need for supplementary plantings or replacement of dead plants. Existing indigenous vegetation of the site will also be monitored to identify any threats and/or opportunities (e.g. for recruitment) requiring specific management.

AH377517X
21/07/2010 $955.20 173

Table 13 Highlands CMP: Indigenous species for supplementary planting within the Common Tussock-grass Grassland (HZ 1), Aitken Creek south[5].

Botanical name	Common name	Propagation method	Potential source(s) of propagating material	Plant numbers required
Trees				
Acacia melanoxylon	Blackwood	S	1	10
Eucalyptus camaldulensis	Red Gum	S	1,3	10
Eucalyptus ovata var. *ovata*	Swamp Gum	S	1,3	10
Shrubs				
Melicytus dentata (formerly called *Hymenanthera dentata*)	Tree Violet	S,(C)	1	80
Robust perennial herbs				
Carex tereticaulis	Poong'ort	S,D	2	As many plants are required, at a density of 5 plants/m^2.
Poa labillardierei var. *labillardierei*	Common Tussock-grass	S,D	2	As many as required, at a density of 9 plants/m^2. These plants will be used to revegetate the areas where weed control has exposed bare ground.

Propagation method
C – cuttings
D – division
S – seed
Potential sources of propagating material
1 Aitken Creek north, Highlands
2 Aitken Creek south, Highlands
3 Malcolm Creek, Highlands

[5] No plantings are to occur within the other Creekline Grassy Woodland offset area as it forms part of the Golden Sun Moth Core habitat

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 91 of 136

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 92 of 136

AH377517X
21/07/2010 $955.20 173

Maintenance commitments and biomass control

To achieve maintenance gains within the Creekline Grassy Woodland remnants, the land manager must forego the right to graze the area. The designated Creekline Grassy Woodland offset areas are not currently being grazed and stock will continue to be excluded from the area. Some biomass reduction as outlined in Section 5.4.1 could be required within the Creekline Grassy Woodland remnant that supports Golden Sun Moth core habitat (Figures 3 and 4).

The absence of grazing, or other means of biomass control, in areas supporting Plains Grassland can lead to a decline in the overall vegetation quality. Further, biomass reduction is favourable for the Golden Sun Moth. The frequency and timing of biomass control for the grassland areas is outlined in Section 5.4.1

Further requirements for achieving maintenance gains in Plains Grassland include:

- Retaining all rocks;
- No fertiliser application;
- No soil disturbance with machinery;
- No sowing of introduced species; and
- No supplementary-feeding of stock in offset areas.

Control of pest animals

Pest animal control is addressed in Section 7.

Ten year management plan

Table 14 outlines the management requirements over a ten year period. The majority of the offset works will occur within these first few years and include fencing, plant propagation, supplementary planting and weed control. On-going works will include biomass control in Plains Grassland, monitoring the success of weed control and supplementary plantings, undertaking further weed control as required and replacing dead plantings. It is expected that Stockland would provide an agreed lump-sum payment to Hume Council to continue the offset plan if the offset areas are transferred to Council ownership within the 10-year period.

AH377517X
21/07/2010 $955.20 173

Table 14 Highlands CMP: Ten year management plan for the Net Gain offset areas.

Year No.	Action No.	Location	Required preceding action?	Activity Description	Timing of activity – month(s)	Quantity	Unit	Who is responsible for this action?[6]	Standard to be achieved
0		HZ 1		A temporary fence to be erected around the Conservation Reserve that includes the Creekline Grassy Woodland and Plains Grassland remnants before construction of wetlands, tracks and adjoining residential development (Figure 4)	Before works in vicinity commences	c 5 7	ha	Stockland	Cyclone fencing erected before works commence (refer Section 9.1)
0		HZ 4		A temporary fence to be erected around the Conservation Reserve supporting the Aitken Creek Dam Plains Grassland remnant before the construction of wetlands, walking tracks and residential development (Figure 4).	Before works in vicinity commences	c. 10	ha	Stockland	Cyclone fencing erected before works commence (refer Section 9.1)
0		HZ14		A temporary fence to erected around the Conservation Reserve supporting the De Maria Plains Grassland remnant before works associated with the walking track or the residential development begins (Figure 4).	Before works in vicinity commences	c. 10 9	ha	Stockland	Cyclone fencing erected before works commence (refer Section 9.1)
1	1 1	HZ 1		Section 173 Agreement between Stockland and Council (if required by Council).	When offset plan is initiated			Stockland	
1	1.2	HZ 1		Contract staff and commence seed collection and tube stock propagation for the Creekline Grassy Woodland remnant.	Typically spring – summer			Stockland	Provenance of the material must be documented (refer Section 6 4) 110 tubestock as per Table 12 to be ready for planting in Year 2
1	1 3	HZ 4 & 14		Biomass reduction as per Section 5 4 1	Table 5	3 4	ha	Stockland	Standards outlined in Section 5 4 1
1	1 4	HZ 1, 4 & 14		Undertake control and elimination of targeted weed species. Prevent targeted species from seeding (Table 10).	Table 3	4 6	ha	Stockland	Weeds identified for control should not increase beyond current levels Cover of woody weeds must be reduced so that effective elimination (i e. <1% cover) is achieved in five years Other weed species identified for elimination (Table 10) to be reduced by 50% in first year. Target is to effectively eliminate these species (to <1% cover) within three years
1 - 2	1.5	HZ 1, 4 & 14		A low-level post and wire or post and rail fence will be erected around the boundaries of the Conservation Reserves	Any time in first year after wetland construction / residential development	c. 27	ha	Stockland	Fence must delineate Conservation Reserves and exclude vehicle access (refer Section 9.1)
2	2.1	HZ 1	Actions 1.2 and 1 4	Undertake supplementary plantings within Creekline Grassy Woodland remnant (Common Tussock-grass Grassland only)	Autumn – early winter	0 83	ha	Stockland	110 trees and shrubs as per Table 12 to be planted and protected by tree guards
2	2 2	HZ 1, 4 & 14		Monitor weed levels and determine the success of the control efforts from Year 1. Identify any 'new' weeds that may also require control	Autumn	4 6	ha	Stockland	Document effectiveness of control methods and new weed species requiring control (refer also Section 5 4 2).
2	2.3	HZ 4 & 14		Biomass reduction as per Section 5 4 1	Table 5	3 4	ha	Stockland	Standards outlined in Section 5 4 1
2	2.4	HZ 1		Undertake weed control within offset areas (Table 10) based on monitoring results	Table 3	4 6	ha	Stockland	Weeds identified for control should not increase beyond current levels Cover of woody weeds must be reduced so that effective elimination (i.e. <1% cover) is achieved in five years Other weed species identified for elimination (Table 10) to be further reduced by at least 50% Target is to effectively eliminate these species (to <1% cover) within three years
2	2.5	HZ 1		Monitor supplementary plantings; undertake maintenance work as required.	Summer	0 83	ha	Stockland	Document health and survival of plantings
3	3.1	HZ 1		Review existing supplementary plantings and undertake additional plantings of large graminoids within areas where weed control has exposed bare ground and replace any plants that have not survived.	Autumn	0 83	ha	Stockland	9 plants per m^2 of Common Tussock-grass to be planted in areas of bare ground Replace dead plantings
3	3 2	HZ 1, 4 & 14		Monitor weed levels and determine the success of the control efforts from Year 2. Identify any 'new' weeds that may also require control	Autumn	4 6	ha	Stockland	Document effectiveness of control methods and new weed species requiring control (refer also Section 5 4 2).

[6] Timing will be dependent on when the Aitken Creek ROS is transferred to Council management

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 93 of 136

AH377517X
21/07/2010 $955.20 173

Year No.	Action No.	Location	Required preceding action?	Activity Description	Timing of activity – month(s)	Quantity	Unit	Who is responsible for this action?[6]	Standard to be achieved
3	3.3	HZ 4 & 14		Biomass reduction as per Section 5 4.1	Table 5	3 4	ha	Stockland	Standards outlined in Section 5 4 1
3	3.4	HZ 1, 4 & 14		Undertake weed control within offset areas (Table 10) based on monitoring results	Table 3	4 6	ha	Stockland	Weeds identified for control should not increase beyond current levels Cover of woody weeds must be reduced so that effective elimination (i e <1% cover) is achieved in five years Other weed species identified for elimination (Table 10) to be reduced to a covet of < 1%.
3	3.5	N/A		Report to Council on offset achievements during years 1 - 3	December			Stockland	Report to outline activities undertaken and success of management actions Discuss any management problems and how they might be resolved
4	4.1	HZ 1		Monitor supplementary plantings and undertake maintenance as required	Autumn	0 83	ha	Stockland	Document survival and health of plantings Replace dead plantings Plant Common Tussock-grass in areas where weed control has exposed bare ground.
4	4.2	HZ 1, 4 & 14		Monitor weed levels and determine the success of the control efforts from Year 3 Identify any 'new' weeds that may also require control.	Autumn	4 6	ha	Stockland	Document effectiveness of control methods and new weed species requiring control (refer also Section 5 4 2).
4	4.3	HZ 4 & 14		Biomass reduction as per Section 5 4 1	Table 5	3.4	ha	Stockland	Standards outlined in Section 5 4 1
4	4.4	HZ 1, 4 & 14		Undertake weed control within offset areas (Table 10) based on monitoring results	Table 3	4 6	ha	Stockland	Weeds identified for control should not increase beyond current levels Cover of woody weeds must be reduced so that effective elimination (i.e <1% cover) is achieved in five years Other weed species identified for elimination (Table 10) to be maintained at a cover of < 1%
5	5.1	HZ 1		Monitor supplementary plantings and undertake maintenance as required.	Autumn	0 83	ha	Stockland	Document survival and health of plantings Replace dead plantings.
5	5.2	HZ 1, 4 & 14		Monitor weed levels and determine the success of the control efforts from Year 4 Identify any 'new' weeds that may also require control.	Autumn	4.6	ha	Stockland	Document effectiveness of control methods and new weed species requiring control (refer also Section 5 4 2)
5	5 3	HZ 4 & 14		Biomass reduction as per Section 5 4 1	Table 5	3 4	ha	Stockland	Standards outlined in Section 5.4 1
5	5.4	HZ 1, 4 & 14		Undertake weed control within offset areas (Table 10) based on monitoring results	Table 3	4 6	ha	Stockland	Weeds identified for control (Table 10) should not increase beyond current levels Cover of woody weeds should be reduced to a cover of <1% Other weed species identified for elimination (Table 10) to be maintained at a cover of < 1%.
5	5.5	N/A		Report to Council on offset achievements during years 3 -5	December			Stockland	Report to outline activities undertaken and success of management actions Discuss any management problems and how they might be resolved
6	6.1	HZ 1		Monitor supplementary plantings and undertake maintenance as required.	Autumn	0 83	ha	Stockland	Document survival and health of plantings At least 80% survival of plantings is expected
6	6.2	HZ 1, 4 & 14		Monitor weed levels and determine the success of the control efforts from Year 5. Identify any 'new' weeds that may also require control.	Autumn	4 6	ha	Stockland	Document effectiveness of control methods and new weed species requiring control (refer also Section 5 4 2)
6	6 3	HZ 4 & 14		Biomass reduction as per Section 5 4 1	Table 5	3 4	ha	Stockland	Standards outlined in Section 5 4.1
6	6 4	HZ 1, 4 & 14		Undertake weed control within offset areas (Table 10) based on monitoring results.	Table 3	4 6	ha	Stockland	Weeds identified for control (Table 10) should not increase beyond current levels. Maintain weed species identified for elimination (Table 10) below a cover of 1%
7	7.1	HZ 1		Monitor supplementary plantings and undertake maintenance as required	Autumn	0 83	ha	Stockland	Document survival and health of plantings At least 80% survival of plantings is expected

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 94 of 136

AH377517X
21/07/2010 $955.20 173

Year No.	Action No.	Location	Required preceding action?	Activity Description	Timing of activity – month(s)	Quantity	Unit	Who is responsible for this action?[4]	Standard to be achieved
7	7.2	HZ 1, 4 & 14		Monitor weed levels and determine the success of the control efforts from Year 6. Identify any 'new' weeds that may also require control.	Autumn	4.6	ha	Stockland	Document effectiveness of control methods and new weed species requiring control (refer also Section 5.4.2)
7	7.3	HZ 4 & 14		Biomass reduction as per Section 5.4.1	Table 5	3.4	ha	Stockland	Standards outlined in Section 5.4.1
7	7.4	HZ 1, 4 & 14		Undertake weed control within offset areas (Table 10) based on monitoring results	Table 3	4.6	ha	Stockland	Weeds identified for control (Table 10) should not increase beyond current levels Maintain weed species identified for elimination (Table 10) at a cover of < 1%
8	8.1	HZ 1		Monitor supplementary plantings and undertake maintenance as required	Autumn	0.83	ha	Stockland	Document survival and health of plantings. At least 80% survival of plantings is expected.
8	8.2	HZ 1, 4 & 14		Monitor weed levels and determine the success of the control efforts from Year 7. Identify any 'new' weeds that may also require control.	Autumn	4.6	ha	Stockland	Document effectiveness of control methods and new weed species requiring control (refer also Section 5.4.2)
8	8.3	HZ 4 & 14		Biomass reduction as per Section 5.4.1	Table 5	3.4	ha	Stockland	Standards outlined in Section 5.4.1
8	8.4	HZ 1, 4 & 14		Undertake weed control within offset areas (Table 10) based on monitoring results.	Table 3	4.6	ha	Stockland	Weeds identified for control (Table 10) should not increase beyond current levels Maintain weed species identified for elimination (Table 10) below a cover of 1%
9	9.1	HZ 1		Monitor supplementary plantings and undertake maintenance as required.	Autumn	0.83	ha	Stockland	Document survival and health of plantings. At least 80% survival of plantings is expected.
9	9.2	HZ 1, 4 & 14		Monitor weed levels and determine the success of the control efforts from Year 8. Identify any 'new' weeds that may also require control	Autumn	4.6	ha	Stockland	Document effectiveness of control methods and new weed species requiring control (refer also Section 5.4.2)
9	9.3	HZ 4 & 14		Biomass reduction as per Section 5.4.1	Table 5	3.4	ha	Stockland	Standards outlined in Section 5.4.1
9	9.4	HZ 1, 4 & 14		Undertake weed control within offset areas (Table 10) based on monitoring results	Table 3	4.6	ha	Stockland	Weeds identified for control (Table 10) should not increase beyond current levels Maintain weed species identified for elimination (Table 10) below a cover of 1%.
10	10.1	HZ 1		Monitor supplementary plantings and undertake maintenance as required	Autumn	0.83	ha	Stockland	Document survival and health of plantings. At least 80% survival of plantings is expected.
10	10.2	HZ 1, 4 & 14		Monitor weed levels and determine the success of the control efforts from Year 9. Identify any 'new' weeds that may also require control.	Autumn	4.6	ha	Stockland	Document effectiveness of control methods and new weed species requiring control (refer also Section 5.4.2)
10	10.3	HZ 4 & 14		Biomass reduction as per Section 5.4.1	Table 5	3.4	ha	Stockland	Standards outlined in Section 5.4.1
10	10.4	HZ 1, 4 & 14		Undertake weed control within offset areas (Table 10) based on monitoring results.	Table 3	4.6	ha	Stockland	Weeds identified for control (Table 10) should not increase beyond current levels Maintain weed species identified for elimination (Table 10) below a cover of 1%.
10	10.5	N/A		Report to Council on offset achievements during years 5 – 10, and on the overall success of the 10-year offset plan.	December			Stockland	Report to outline activities undertaken during years 3 - 5, and success of management actions during this period, as well as over the 10-year offset plan. Report will identify management issues and requirements for the next 10-year period

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 95 of 136

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 96 of 136

AH377517X
21/07/2010 $955.20 173

Summary of standards to be achieved

To fulfil the minimum gains requirements outlined in DSE 2006b, high threat woody weeds identified in Table 11 are to be eliminated (i.e. < 1 % cover) from all offset sites. The remaining high-threat weeds should not increase beyond current levels. Further, pest animal levels should also not increase. These levels will need to be determined during the first year.

To achieve elimination of the high threat weeds identified in Table 10 an intensive weed control program is required during the first 3 – 5 years of the offset plan. It is recommended that woody weeds are targeted during the first few years and maintained below a cover of 1% by year 5, and for other weeds identified for elimination, they are recommended to be reduced to <1% cover within the first three years.

After five years, an 80% survival of the supplementary plantings within the Creekline Grassy Woodland remnant is expected.

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 97 of 136

AH377517X
21/07/2010 $955.20 173

7 Pest animal control

The objective of Pest Animal Control is to maintain at low numbers pest animal species which occur, or may occur in the Conservation Reserves and ROS, following construction works in the development zone. The main concern is with rabbits and foxes, which are discussed below.

Rabbits (*Oryctolagus cuniculus*)

In general, the main damage caused by rabbits is from diggings and/or grazing of a broad range of native plant species (rabbits selectively graze the seedlings of many native tree and shrub species). Even low densities of rabbits can impede efforts to revegetate particular sites.

Evidence of an active rabbit population at Highlands was noted through observation of scats and diggings located throughout the site. Boulder piles and exotic shrubs are likely to be used as shelter by rabbits. No warrens were recorded on site. A moderate population density of rabbits is likely to be present within the site. However, under favourable conditions rabbit numbers can expand rapidly.

A rabbit-proof fence is not recommended for Conservation Reserves or ROS, as it is a relatively expensive exercise and would deter or trap native fauna within the Conservation Reserves and ROS such as Eastern Grey Kangaroo (*Macropus gigantus*) and potentially Short-beaked Echidna (*Tachyglossus aculeatus*). A post and wire fence that allows movement of fauna will be used as a perimeter fence around the Conservation Reserves (see Section 9.1).

Baiting for rabbits should also not occur within the Conservation Reserves or ROS due to potential impacts on native and domestic animals. The removal of exotic shrubs and boulder piles in the development zone should limit suitable habitat for rabbits. If warrens are observed within the Conservation Reserves or ROS, they will be destroyed as appropriate.

Foxes (*Vulpes vulpes*)

Native fauna species potentially predated by foxes, include the Common Ringtail *Pseudocheirus peregrinus* and Brushtail Possum *Trichosurus vulpecula*. Fox predation is outlined as a Threatening Process in the Action Statement produced under the FFG Act (Mansergh and Markes 1993), it is also a threatening process under the EPBC Act.

As the fox is a highly mobile animal, and would occur in surrounding areas, any control action on foxes would be potentially futile unless surrounding land managers and owners also took similar action in a co-coordinated community-based scheme over a large area (Saunders et al. 1995, Morton et al. 1999). However, any den sites located in the Conservation Reserves or ROS will be destroyed.

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 98 of 136

AH377517X
21/07/2010 $955.20 173

Fox control should be considered only if harmful predation of native species is suspected. Discussion of a possible poisoning campaign should then involve the Department of Sustainability and Environment (DSE) and the Department of Primary Industries (DPI), professional baiters and local residents. Additionally, residents will be notified that leaving food waste and rubbish in open space areas may encourage foxes and other pest animals, such as rodents (see Section 9.2).

Aim: *To maintain or lower pest animal populations with Conservation Reserves and ROS*

Key Actions

- Destruction of warrens.
- If practical, coordinate a community wide effort to control foxes.
- Remove all food waste from ROS to discourage pest animals

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 99 of 136

AH377517X
21/07/2010 $955.20 173

8 Pre-construction: habitat protection and contractor induction

To reduce impacts on Conservation Reserves and also important areas downstream (e.g. Merri Creek) during the construction period, protection measures will be implemented (also see Table 15). These measures include:

1. Timing of major earth works in close proximity to Conservation Reserves will be timed to avoid the Sun Moth flight period between late October and mid January;
2. Construction areas adjacent to Conservation Reserves (i.e. Golden Sun Moth core habitat, River Swamp Wallaby-grass populations, wetlands and potential Growling Grass Frog habitat, the Matted Flax-lily and remnant vegetation including trees) will be fenced off from all works associated with the development.
    - The fenced off areas (i.e. Conservation Reserves) will display clear signage showing that these areas are NO-GO ZONES for contractors, machinery, overburden, waste, storage materials and personnel.
    - Sediment control fencing and best management practice will be implemented along Malcolm and Aitken Creeks, this is particularly important during the construction of wetlands.
3. The key personnel from the contracting companies will take part in a site induction. This will involve an on-site meeting with a qualified zoologist consultant to relay information regarding the Golden Sun Moth, their habitat requirements, where the habitat exists and the importance of protecting these areas as well as the importance of wetland habitats for Growling Grass Frogs. If any new staffs are brought onto the site during the construction phase, they must be inducted by the site foreman.
4. Access to the works area must avoid areas supporting Golden Sun Moth core habitat, wetland areas and potential Growling Grass Frog habitat, River Swamp Wallaby-grass, Matted Flax-lily and remnant vegetation (including trees).
5. An area for storage of equipment and machinery or any other work materials must be designated outside and away from the NO-GO ZONES.
6. An area for re-fuelling of machinery must be designated outside and away from the NO-GO ZONES.
7. No storage of top soil, spoil, waste or construction materials within the NO-GO ZONES.
8. An auditing component must be implemented for regular on-ground monitoring. This will involve daily inspections (and maintenance if required) by the site foreman of the fences, and regular inspections by a qualified biologist to ensure fences and protection measures are working effectively.

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 100 of 136

AH377517X
21/07/2010 $955.20 173

Table 15 Highlands CMP: Summary of pre-construction protocols for protection of Conservation Reser

Location and works	Sensitive areas/items requiring protection	Pre-construction protocols
Aitken Creek South Conservation Reserve and ROS 1. Wetland construction and revegetation 2. Track construction 3. Landscaping	• Golden Sun Moth core habitat • Plains Grassland • Creekline Grassy Woodland • Matted Flax-lily • Potential Growling Grass Frog habitat	• Fence off Golden Sun Moth habitat and remnant vegetation (completed mid-2007); and separately fence off the area supporting Matted Flax-lily during the track construction • Install sediment fences (completed mid 2007) • Induct all contractors working in the area (completed late-2007 for wetland construction contractors) • Areas for storing machinery and soil must be away from the creek, remnant vegetation and Golden Sun Moth core habitat • Access the wetland area from DP6 • Peg alignment of tracks Alignment to be checked by botanist and zoologist before construction commences
DP8 1. Residential development	• Golden Sun Moth core habitat	• Fence off southern boundary of Golden Sun Moth habitat within Aitken Creek south POS • Install sediment fences • Induct all contractors working in the area • Areas for storing machinery and soil must be away from the creek and Golden Sun Moth core habitat • Access the area from the south-east
DPs12 & 19	• Golden Sun Moth core habitat	• Fence off Mt Aitken Conservation Reserve and ROS • Induct all contractors working in the area • Areas for storing machinery and soil must be away Golden Sun Moth core habitat • Access the area from the north
Aitken Creek North Conservation Reserve and ROS 1. Wetland construction and revegetation 2. Track construction 3. Landscaping 4 Central Arterial crossing over Aitken Creek	• Golden Sun Moth core habitat • River Swamp Wallaby-grass • Plains Grassland • Remnant trees • Potential Growling Grass Frog habitat	• Fence off Golden Sun Moth habitat, populations of River Swamp Wallaby-grass (Sites 3 - 7), remnant trees and Plains Grassland remnants • Install sediment fences • Salvage two populations of River Swamp Wallaby-grass (Sites 1 & 2) before any disturbance in area • Induct all contractors working in the area • Areas for storing machinery and soil must be away from the creek, remnant vegetation and Golden Sun Moth core habitat • Site access must be outside of GSM core habitat and Plains Grassland • Peg alignment of tracks. Alignment to be checked by botanist and zoologist before construction commences
De Maria 1. Residential development	• Golden Sun Moth core habitat • River Swamp Wallaby-grass • Plains Grassland • Remnant trees	• Fence off Aitken Creek north Conservation Reserve and remnant trees • Install sediment fences along creeklines • Induct all contractors • Access the site from outside of the ROS (e g. from the west) • Salvage population of River Swamp Wallaby-grass within the quarry (Site 8) before any works in the area
DP5 A-C 1. Residential development	• Golden Sun Moth core habitat • River Swamp Wallaby-grass • Plains Grassland • Remnant trees	• Fence off Aitken Creek and Malcolm Creek Conservation Reserves and remnant trees • Install sediment fences along creeklines • Induct all contractors • Access the site from outside the ROS
DP11 & 13 1. Residential development	• Golden Sun Moth core habitat • River Swamp Wallaby-grass • Plains Grassland • Creekline Grassy Woodland • Remnant trees	• Fence off Malcolm Creek Conservation Reserve and remnant trees • Install sediment fences along creeklines • Induct all contractors • Access the site from outside the ROS
Malcolm Creek crossing 1. Aitken Boulevard Bridge construction 2. Realignment of the creek	• Golden Sun Moth core habitat • Plains Grassland • Remnant trees • Potential Growling Grass Frog habitat	• Fence off construction area – no works is to occur outside of this area • Install sediment fences • Induct all contractors working in the area • Areas for storing machinery and soil must be away from the creek, remnant vegetation (including trees) and Golden Sun Moth core habitat • Access the site from the south
Malcolm Creek Conservation Reserve and ROS 1. Wetland construction 2. Track construction 3. Play ground construction	• Golden Sun Moth core habitat • River Swamp Wallaby-grass • Plains Grassland • Creekline Grassy Woodland • Remnant trees • Potential Growling Grass Frog habitat	• Fence off Golden Sun Moth habitat, remnant vegetation and area likely to support River Swamp Wallaby-grass • Install sediment fences • Induct all contractors working in the area • Areas for storing machinery and soil must be away from the creek, remnant vegetation and Golden Sun Moth core habitat • Access the area for the proposed water treatment wetlands from DP7 • Peg alignment of tracks. Alignment to be checked by botanist and zoologist before construction commences
DP7 1. Residential development	• Golden Sun Moth core habitat • River Swamp Wallaby-grass • Plains Grassland • Creekline Grassy Woodland • Remnant trees	• Fence off Malcolm Creek Conservation Reserve and remnant trees • Install sediment fences along creeklines • Induct all contractors • Access the site from outside of the ROS
All wetland construction works	• Golden Sun Moth core habitat • River Swamp Wallaby-grass • Plains Grassland • Creekline Grassy Woodland • Remnant trees • Potential Growling Grass Frog habitat	• Implement all measures as outlined above • Implement water quality monitoring to ensure wetland habitat remains suitable for the Growling Grass Frog and there are no impacts downstream to Merri Creek

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 101 of 136

AH377517X
21/07/2010 $955.20 173

9 User- related Issues

9.1 Passive recreation

Management of the ROS within Highlands will need to accommodate Conservation Reserves as well as providing space for passive recreation and facilities for public use. This will incorporate the following components.

Fencing

- Cyclone fencing with sediment control will be required around the Conservation Reserves and ROS, and scattered remnant trees outside these areas, for protection during construction activities (see Section 8).
- Fencing (e.g. post and wire), will be erected around the Conservation Reserves and potentially around the perimeter of the ROS areas to define and exclude access to vehicles and trail bikes.
- For safety and aesthetic reasons it is recommended any existing barbed wire and electric internal fences be removed from the Conservation Reserves and ROS.
- Revegetation zones will be temporarily fenced with appropriate signage, e.g. "vegetation rehabilitation zone"
- Fence burning trial plots (e.g. metal star pickets and wire to exclude stock and prevent fence from burning).

Trails

Thompson Berril Landscape Design (TBLD) has prepared strategic plans illustrating the location of trails and recreational facilities within ROS (see Appendix 6 for an example for Malcolm Creek). The following describes community access into Conservation Reserves and ROS (prepared by TBLD).

Some access is proposed into Conservation Reserves to allow for community understanding and engagement, whilst acknowledging and interpreting their important conservation values. There are a range of methods by which this community engagement and access will be provided. These include:

- Informal recreational use of the flat open slashed sections within the Conservation Reserves and ROS;
- No paths will be created within the Conservation Reserves;

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 102 of 136

AH377517X
21/07/2010 $955.20 173

- Interpretive signage (also see Section 9.2) and information provided at the regional visitor entry points into the ROS and Conservation Reserves incorporating thematic use of the Golden Sun Moth in the regional playground and picnic area design in Malcolm Creek, located adjacent to the Golden Sun Moth core habitat areas.

Informal recreational use of open slashed areas

The flat open slashed sections within the ROS and Conservation Reserves can potentially be used for informal access including informal ball games, kite flying and frisby throwing. The levels and timing of use will be monitored to assess any impacts on conservation values (e.g. Golden Sun Moth core habitat, areas surrounding the wetlands), and modified if required.

Sealed shared trail access and low elevated boardwalks

For the ROS along both Aitken and Malcolm Creeks, provision of a sealed shared trail, a minimum of 2.5 metres wide is required on one side of the waterway. All new sealed shared trails are located outside the Conservation Reserves. There is one existing haul road which is located through the Conservation Reserve which will be formalised. Some seats are proposed adjacent to the paths for resting.

In some specific locations closer to higher visitation areas in ROS, low elevated steel mesh boardwalks may be included. The steel mesh allow light penetration through the walkway minimising the area of disturbance and elevating people above the surface level which strengthens the conservation message and provides opportunities to integrate interpretive signage into the sites. In all locations, specific construction techniques will be developed to minimise the footprint of ground disturbance during construction

Trails within the ROS have been located to:

- Avoid River Red-gums;
- Avoid further removal of core Golden Sun Moth habitat by locating trails around the perimeter of Reserves;
- Avoid being in close proximity to wetlands;
- Avoid stony rises;
- To follow existing roads (where practical); and
- Avoid remnants of Plains Grassland, Creekline Grassy Woodland and threatened flora.

Fire

The CFA will need to be consulted to ensure fire safety requirements are being met at Highlands. The following are some considerations for fire management:

- Fire hydrants should be installed to CFA satisfaction;
- A slashed fire break of at least 10 m wide where houses adjoin ROS;

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 103 of 136

AH377517X
21/07/2010 $955.20 173

- Roads can act as sufficient fire breaks where they adjoin ROS;
- Vegetation in ROS will be managed during the 'Fire Danger Period'. This will also be carried out as part of biomass reduction to maintain Golden Sun Moth habitat; and
- Sections 5.2.3 and 5.4.1 address proposed ecological burning in Conservation Reserves.

Use of ROS

- Public facilities (e.g. BBQ's and playgrounds) are situated outside Conservation Reserves. Signage near these facilities would be helpful to explain that leaving food waste and rubbish may encourage pest animals such as foxes and rodents;
- Servicing of any bins in the estate will be under the City of Hume kerbside waste and recycling services.
- Aesthetic values within the ROS will be enhanced through low level planting in Conservation Reserves (where appropriate) and medium level planting in other areas of ROS e.g. riparian zones along creeks.
- Storm water management can also play a role in fauna habitat and user enjoyment if designed and vegetated appropriately.
- Signage for ecological interpretation to inform users of the conservation purposes of the ROS. See education section below.
- Fallen limbs from trees will be removed from paths and re-distributed in open space zones to augment fauna habitat.
- Seating will be provided for user enjoyment along trails in ROS.

Restrictions in the ROS

- Prohibit vehicles, trail bikes and horse-riding.
- Prohibit removal of fallen timber, firewood and other plant material.
- No fish introductions into creeks or wetlands.
- No dumping of rubbish or litter (e.g. signs with litter fine amounts).

9.2 Education

Education packages and interpretative signs

Educational 'packages' will be prepared by Ecology Australia in collaboration with DSE, City of Hume and TBLD.

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 104 of 136

AH377517X
21/07/2010 $955.20 173

Residents should be encouraged to join the established Friends of Malcolm Creek and renew the Friends of Aitken Creek. People and/or organisations to contact in relation to these groups and other environmental activities in the local area include:

- Anne Jessop (Delfin Community Development);
- Damien Harrison (City of Hume: Environmental and Greening Officer);
- Craigieburn Scouts; and
- Brian Bainbridge and Katrina Roberg (Merri Creek Management Committee).

These groups could participate in management activities such as:

- Planting/revegetation days;
- Flora monitoring (e.g. health of River Red-gums and monitoring River Swamp Wallaby-grass and Matted Flax-lily populations); and
- Fauna monitoring (e.g. Golden Sun Moth monitoring and frog census, particularly focusing on the re-colonisation of wetland habitat by Growling Grass Frogs).

The following is a summary of the elements to be included within an education package that will be provided to all residents:

- The importance of the ROS as a passive recreation zone and Conservation Reserves that support threatened native fauna and flora (e.g. Golden Sun Moth, Matted Flax-lily, River Swamp Wallaby-grass and potential Growling Grass Frog habitat once wetlands become established);
- Snake awareness in ROS. Snakes are a natural part of the local fauna and are protected under the *Wildlife Act 1975;*
- Information regarding the Fire Danger Period, including the risks and dangers of fire and when restrictions occur;
- Provision of a map of Highlands showing the location of reserves, off-leash areas for dogs and public facilities;
- Information regarding the prohibition of stocking creeks and wetlands with fish, as they can be predators of frogs eggs and tadpoles;
- Recommendations for garden plantings (i.e. avoidance of all environmental weeds);
- Information regarding the use of pesticides, herbicides and fertilisers in gardens and the potential negative impacts associated with pollution of stormwater flowing into creeks and wetland systems; and
- Information details on friends groups and/or environmental organisations within the local area.

The interpretative signage within ROS would include the following elements:

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 105 of 136

AH377517X
21/07/2010 $955.20 173

- Types of threatened native fauna and flora found within Conservation Reserves (e.g. Golden Sun Moth, Matted Flax-lily and River Swamp Wallaby-grass, potential Growling Grass Frog habitat, remnant vegetation). These signs will not give the detailed location of individual plants.
- Snake awareness signs, these will be used along paths in the ROS to alert residents of the potential for snakes in the area.
- Signs prohibiting dumping of garden waste and education on the importance of controlling the invasion of environmental weeds or other exotics.

9.3 Domestic animal control

The proposed development will most likely result in an increase in density of dogs (*Canis familiaris familiaris*) and cats (*Felis catus*) within Highlands. Domestic pets are a potential nuisance and a threat to fauna in the estate. Domestic dogs may pose a threat to native wildlife, often via indirect processes rather than direct predation.

Predation of wildlife by cats is listed as a Threatening Process under Schedule 3 of the FFG Act. It is acknowledged that cats may prey on a range of native and exotic mammals, birds, reptiles and frogs and impacts on native fauna are thought to be most significant in relatively undisturbed habitat adjacent to new residential developments (Barratt 1997, 1998). Action Statement No.80 has been produced to ameliorate the adverse effects of this process (Seebeck and Clunie 1997).

It is difficult to quantify the effects of cats and dogs per se, although several conclusions are possible:

- The introduction of domestic cats (and dogs), as a result of a new residential development, can introduce a range of degrading processes impacting directly or indirectly on flora and fauna, including predation;
- Domestic cats play a contributing role in the decline of many mammal, bird and reptile taxa.
- Domestic cats appear to selectively prey upon small mammals, particularly nocturnal ground and tree-dwelling species. After mammals, birds appear to be the most preyed upon fauna (Bezuijen and McMahon 1999).
- Irresponsible exercising of dogs may cause individuals or flocks of foraging/roosting birds to take flight and may flush birds from nests during incubation and breeding.
- Nutrient enrichment or eutrophication associated with dog faeces can exacerbate weed infestation and increase pollution of storm water, as well as transmit potential diseases to humans (from faeces), especially children.

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 106 of 136

AH377517X
21/07/2010 $955.20 173

Aim: *To reduce potential impacts of cats and dogs in ROS.*

Key Actions

- No cats or dogs allowed in the Conservation Reserves
- Encourage responsible pet ownership (e.g. picking up after dogs in all regional open space areas) to residents through information presented in education leaflets and signage.
- Dogs must be kept on a leash at all times within ROS.

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 107 of 136

AH377517X
21/07/2010 $955.20 173

10 Monitoring

10.1 Spring - summer

Matted Flax-lily

Monitoring of the Matted Flax-lily will be undertaken each year between November and February. Extent of spread, flowering and fruiting will be documented. The success of weed control will be monitored as part of the weed management requirements for the ROS (refer Section 5.4.1). However, additional weed management issues may also be identified during the site visits and will be documented.

Annual reports outlining the results of the monitoring will be required for the ten year life of the plan and also following the 10-year review (refer Section 11.1).

River Swamp Wallaby-grass

Monitoring of the River Swamp Wallaby-grass populations will be undertaken during November – January each year. The following information will be recorded:

- Presence or absence of River Swamp Wallaby-grass;
- The percentage cover within the creekline or pool;
- Weed species requiring control; and
- Any other management recommendations.

The translocated plants will also require additional monitoring for a two year period post-planting. Refer to Section 5.2.2 for the monitoring requirements.

Annual reports outlining the results of the monitoring of the translocated and in-situ populations of River Swamp Wallaby-grass will be required for the ten year life of the plan and also following the 10-year review (refer Sections 5.2.2 and 11.1).

Golden Sun Moth

It is essential that populations of Golden Sun Moth continue to be monitored. Fragmentation of habitat and changes to management practices can lead to degradation of grassland habitat and consequently Golden Sun Moth distribution and abundance.

The impacts of management practices on Golden Sun Moth will be investigated through a program of monitoring, results interpretation/analysis and reporting. The review program will provide a mechanism for alteration and adaptation of management practices to achieve conservation goals.

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 108 of 136

AH377517X
21/07/2010 $955.20 173

Monitoring will be carried out annually from late October to mid-January. Stockland will be responsible for monitoring of Golden Sun Moth populations in Conservation Reserves until handed over to Council (e.g. in 10 years). Annual reports outlining the results of the population monitoring will be required for the ten year life of the plan, and thereafter following the 10 year review. There is also likely to be monitoring requirements (e.g. protocols and survey period) set by DEWHA as part of approval conditions.

Survey protocols

Several researchers have defined survey techniques for the Golden Sun Moth (Clarke 1999, Gibson and New 2007, Gilmore 2007, Brian Bainbridge MCMC, pers. comm.). However, there does not appear to be any definitive technique of estimating population sizes or trends due to the difficulty in surveying the Golden Sun Moth (e.g. emergence of several cohorts in one season). Therefore, taking into consideration the above literature and advice, DSE's draft survey protocols and the outcomes of the Golden Sun Moth expert workshop in Canberra with DEWHA in April 2008, we suggest the following techniques for monitoring Golden Sun Moth population trends and habitat suitability (e.g. effectiveness of management regimes) at Highlands.

Monitoring of Golden Sun Moth to be conducted as follows:

- Only observers familiar with the identification of Golden Sun Moth will conduct surveys. Additional surveyors will be given training by experienced entomologists to ensure consistency in survey technique and identification of the species;
- Surveys to be conducted annually during the flight season from October to January;
- Survey on days favourable for detecting flying Golden Sun Moths. These conditions include, warm sunny days above 20°C, little or no wind, little or no cloud/fog, no rain and at least two days since rain;
- Surveys to be conducted (when weather permits) at weekly intervals;
- The populations will be monitored over a minimum of four site visits to each of the core habitat areas;
- Surveys to be conducted late morning to mid afternoon (e.g. commence at around 1000 hrs and finish at 1400 hrs);
- Utilise the belt transect method to record the presence, relative abundance and distribution of Golden Sun Moth;
- Transects would vary in length depending on the area of habitat that is being sampled, generally transects could be c. 100 m in length and 5-10 m wide, and c. 10-20 metres apart;

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 109 of 136

AH377517X
21/07/2010 $955.20 173

- In larger areas of habitat several parallel transects will be required to cover the area;
- Transects will be permanently marked and mapped with a Global Positioning System unit (GPS);
- Transects will be located in different habitats (e.g. separate transects into rocky areas and improved pasture areas);
- Transects will be walked by surveyors, and each time a moth crosses the transect in front of the surveyor (within 10 m), the moth is recorded;
- This will give frequency data for each transect. This method can be repeated each season and the data analysed and compared across seasons;
- Females will be recorded opportunistically during the transect searches;
- A specimen(s) will be captured and sent to the Museum of Victoria for formal identification;
- A general search (incidental records) for Golden Sun Moth within patches of core habitat/Conservation Reserves and the remaining areas within ROS (e.g. between Conservation Reserves) will also be conducted to gain an appreciation of the distribution of Golden Sun Moth (and possible movement between core habitat patches);
- Females will be recorded at this time with a waypoint and note activity (e.g. breeding, moving, flying, laying eggs etc.) recorded for each sighting.
- Often males will need to be followed to locate females which will be most visible on bare ground or in between grass tussocks.

Other survey techniques to be employed:

- During the survey period, pupal cases will also be recorded. This can add information such as breeding locations. Pupal cases will be collected and photographed and sent to experienced entomologists (e.g. at Museum of Victoria) for formal identification.
- Following the trial burns, and outside the flying season, the trial plots (i.e. burnt and unburnt patches) could be surveyed for the subterranean larvae. This can be done by digging up a small section of soil (e.g. 25 cm long x 20 cm wide x 10 cm deep) to see if the larvae have survived the burning trials. Larvae should be photographed and photographs sent to experienced entomologists (e.g. at Museum of Victoria) for formal identification.

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 110 of 136

AH377517X
21/07/2010 $955.20 173

Habitat monitoring:

Habitat features to be monitored along transects within core habitat areas include the following:

- Wallaby Grasses, Spear Grasses and Chilean Needle-grass;
- Other indigenous vegetation;
- Shrubs;
- Trees;
- Exotic species;
- Bare ground/inter-tussock spaces; and
- Leaf litter, woody debris.

Other features to be recorded include:

- Height of the vegetation;
- Exposure (amount of shading from trees, buildings);
- Proximity to other core habitat areas and whether habitat is suitable in-between (e.g. level of connectivity); and
- Previous, current and proposed management regime for each core habitat area.

See Appendix 2 for Golden Sun Moth Monitoring Proforma.

Reporting on Golden Sun Moth

Reports will include the following detail:

- Introduction, study area and methodology;
- Weather condition during survey (temperature recorded with a hand-held digital thermometer);
- The distribution/location of 'hot-spots';
- Estimation of local/relative abundance;
- A comparison of local abundance between seasons, and an evaluation of the trajectory of the population (increasing, decreasing, stable);
- Results of the habitat assessment;
- An assessment of the impact of management actions and the appropriateness for the long-term viability of the population; and
- Recommendations for corrective measures if desired conservation goals are not being achieved.

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 111 of 136

AH377517X
21/07/2010 $955.20 173

Habitat monitoring:

Habitat features to be monitored along transects within core habitat areas include the following:

- Wallaby Grasses, Spear Grasses and Chilean Needle-grass;
- Other indigenous vegetation;
- Shrubs;
- Trees;
- Exotic species;
- Bare ground/inter-tussock spaces; and
- Leaf litter, woody debris.

Other features to be recorded include:

- Height of the vegetation;
- Exposure (amount of shading from trees, buildings);
- Proximity to other core habitat areas and whether habitat is suitable in-between (e.g. level of connectivity); and
- Previous, current and proposed management regime for each core habitat area.

See Appendix 2 for Golden Sun Moth Monitoring Proforma.

Reporting on Golden Sun Moth

Reports will include the following detail:

- Introduction, study area and methodology;
- Weather condition during survey (temperature recorded with a hand-held digital thermometer);
- The distribution/location of 'hot-spots';
- Estimation of local/relative abundance;
- A comparison of local abundance between seasons, and an evaluation of the trajectory of the population (increasing, decreasing, stable);
- Results of the habitat assessment;
- An assessment of the impact of management actions and the appropriateness for the long-term viability of the population; and
- Recommendations for corrective measures if desired conservation goals are not being achieved.

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 112 of 136

AH377517X
21/07/2010 $955.20 173

Growling Grass Frog

Monitoring of the wetland habitat is required to determine habitat suitability for Growling Grass Frogs and to assess whether the species has colonised wetlands. This is a Stockland responsibility, but may upon agreement be handed over to Melbourne Water within the 10-year period. Monitoring would be undertaken during the breeding season (e.g. October – February) and be conducted twice monthly (e.g. for three months during the active season).

In line with a recent detectability analysis in the Merri Creek corridor (Aitken and Malcolm Creeks are both tributaries of Merri Creek) (Heard et al. 2006) and in accordance with DSE protocols, monitoring would be conducted by a qualified zoologist(s) and include:

- At least two nocturnal surveys during the main activity period of the frog, between October and February;
- Two surveyors with a total of 90 person minutes spent at each site (survey time may vary according to waterbody size and complexity);
- Survey will proceed in the following order:
    1. Call recognition to see if any male frogs are calling (call-playback may be used to initiate calling);
    2. Undertake a visual inspection of the waterbody and vegetation with a spotlight and with the aid of binoculars; and
    3. Search the perimeter of the waterbody or edge of the creek for frogs, scanning vegetation on the banks and within the water body;
- Records will include:
    1. The AMG location, time and activity of each frog encountered/heard;
    2. The microhabitat (e.g. sitting on floating pond weed in middle of wetland); and
    3. Where possible, identify the age class of individuals (e.g. snout to groin length = < 30 mm – metamorph; 30-50 mm sub-adult; and >50 mm adult);
- Creek sections to be surveyed can be divided into transects of 50 m in length;
- Measures to reduce the possible spread of infectious pathogens (e.g. 'chytrid' fungus) between the survey sites will be implemented in accordance with standards described by James Cook University (Speare et al. 2004, 2006) and the New South Wales Parks and Wildlife Service (NPWS 2001).

The methods, results and discussion of results will be presented in a report following the completion of the surveys.

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 113 of 136

AH377517X
21/07/2010 $955.20 173

Habitat monitoring of water treatment wetlands

The above monitoring protocols will be implemented to assess whether Growling Grass Frogs have colonised the wetlands. The following points outline habitat monitoring which would be undertaken during the same time period. Thresholds to be monitored are also outlined in Table 3.

Key habitat elements to assess:

- Hydrological regime: bi-annually during the spring/summer period;
- Aquatic vegetation diversity: annually during the spring/summer period (assess structural diversity and cover of submerged, floating and emergent vegetation, assistance from a qualified botanist may be required). If the percentage cover of these three aquatic vegetation elements drops below 60%, management measures should be implemented (e.g. rejuvenation of vegetation, see Table 3);
- Terrestrial vegetation and ground cover (e.g. some areas remain open for foraging and others have suitable grass cover, assistance from a qualified botanist may also be required, and presence of logs and rocks for shelter): annually during the spring/summer period;
- Water quality: once a month during construction and once every three months for at least two years post-construction (this is also important for assessing potential impacts to River Swamp Wallaby-grass and downstream to Merri Creek);
- Culverts in creeklines within Highlands are free of debris, rubbish and vegetation: bi-annually during the spring/summer period;
- Weed infestations (also see Section 5.4.2 and above for River Swamp Wallaby-grass);
- Recreational pressure (e.g. are terrestrial habitats being trampled);
- Presence of exotic fish: bi-annually during the spring/summer period; and
- Fences surrounding reserves are maintained: sediment control fencing must be checked daily by contractors during construction.

10.2 Autumn

Weed control

Monitor weed levels and determine success of control efforts.

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 114 of 136

AH377517X
21/07/2010 $955.20 173

11 CMP implementation

The key management activities described in this plan must be subject to regular evaluation and monitoring. The progress of all aspects of management will be addressed in a brief annual report to Stockland and/or relevant agencies following completion of management activities and monitoring. In addition, specific actions and reporting in relation to the three EPBC-listed species recorded at Highlands will be required from DEWHA to meet approval and permit conditions.

As per Net Gain requirements under the Native Vegetation Framework (DSE 2002), Stockland are likely to retain ownership of the Conservation Reserves and ROS for 10-years, after which they will be transferred to Council ownership. It is expected that Stockland would provide an agreed lump-sum payment to City of Hume to continue the management of the Conservation Reserves and ROS if any of the areas are transferred to Council ownership within the 10-year period. This also applies to the management of water treatment wetlands (which support River Swamp Wallaby-grass populations and potential Growling Grass Frog habitat) within Malcolm and Aitken Creeks which will be handed over to Melbourne Water. These wetlands will require continued management when they are handed over to Melbourne Water to ensure compliance with EPBC Act approval conditions received by Stockland on 3 September 2009 from DEWHA. City of Hume/Melbourne Water will then be responsible for ongoing management and security of the Conservation Reserves and ROS in perpetuity (see Appendix 3). The objectives and actions set out in this CMP will be reviewed and updated, where required, prior to the hand over to City of Hume/Melbourne Water.

The works required to fulfil the aim of the CMP will vary year to year and the timing of work within the first three years is important. Table 16 gives a timeline for implementation of each management regime for each Conservation Reserve and ROS area and the responsible party(s).

The management recommendations outlined in this plan have begun to be implemented as per approval and permit conditions from DEWHA, City of Hume and DSE.

It is noted that the onus of implementing this CMP is on the proponent (Stockland) until such time of the hand over to the relevant authorities. In the event a handover is delayed or postponed, Stockland will continue to implement the CMP until the handover is completed and to the satisfaction of state and federal regulators.

11.1 Auditing and review

As part of the Federal assessment process there may be an auditing component to ensure compliance with the EPBC Act and approval conditions from DEWHA.

In addition, the CMP will have its own review/auditing process, as per Net Gain offset requirements. We propose a review of the management actions (i.e. adaptive management)

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 115 of 136

AH377517X
21/07/2010 $955.20 173

to be undertaken after years 1, 3, 5 and 10 by City of Hume and DSE. The CMP will also need to be reviewed prior to hand over to Council and/or Melbourne Water.

City of Hume and DSE will undertake a review of the CMP after 10 years. After this time the plan will be updated accordingly with current knowledge and research on grassland management and particularly with regard to Golden Sun Moth. Table 16 lists the key management elements which will need to be reviewed and carried on (if deemed appropriate) after the 10 year assessment.

11.2 Conservation Management Plan elements implemented to date (October 2009)

The following elements of this CMP have been implemented as of 8 October 2009:

- River Swamp Wallaby-grass and Golden Sun Moth monitoring 2008/2009 season (see Ecology Australia 2009);
- Cyclone-proof fencing with sediment control (silt fencing) has been installed between the interface of Development Plan Area 7 and Malcolm Creek and Golden Sun Moth conservation reserves;
- A site induction for contractors in relation to Malcolm Creek (and DP7 development area) was undertaken on 28 September 2009. Personnel present included: Paula Deuber (Environmental Planner, Hume City Council), two site foreman from Symon Bros. (contractors), Chris Wilkins (Development Manager, Residential, Stockland) and Christina Renowden and John Kershaw (Biologist from Ecology Australia).
- A meeting was also held on 7 October 2009 to assess site conditions of Aitken Creek South prior to planting of River Swamp Wallaby-grass back into the wetlands (see Section 5.2.2. Planting has been completed by Australian Ecosystems.

Monitoring of Golden Sun Moth has concluded, River Swamp Wallaby-grass population monitoring will continue this coming summer season (2009/2010).

Ecology Australia will continue working with Stockland (Greg Miller and Leigh Edsall) on a regular basis to ensure actions in this CMP are implemented.

AH377517X
21/07/2010 $955.20 173

Table 16 Highlands CMP: Ten year management plan for Conservation Management Plan (CMP)[7] (management will be reviewed and updated at 10 years, following this, management will be carried on as below [if deemed appropriate] at the review stage)

Location	Year number	Required preceding action	Activity Description	Timing of activity – month(s)	Responsible party for this action
Malcolm Creek	All Years >10		Biomass Control: Mechanical Control	February to September, excluding peak emergence/flight period for Golden Sun Moth.	Stockland Hume City Council (HCC) post 10 years
			Weed Control: Undertake control and elimination of targeted weed species. Prevent targeted species from seeding.	Ongoing control and monitoring for life of ten year plan. Note. Spot spraying will not occur during peak emergence for Golden Sun Moth	Stockland Hume City Council (HCC) post 10 years
			Revegetation: Undertake plantings within Conservation Reserves and ROS and prior to removal of woody weeds.	Autumn review and undertake supplementary plantings as required	Stockland Hume City Council (HCC) post 10 years
			Monitoring- Golden Sun Moth	Annual monitoring of GSM population within Conservation Reserve of ROS Late spring-summer (Late October to early January).	Stockland Hume City Council (HCC) post 10 years
			Monitoring- River Swamp Wallaby-grass	Spring-summer (November to January).	Stockland Hume City Council (HCC) post 10 years
			Monitoring Growling Grass Frog (once wetlands are established)	Spring-summer (November to January)	Stockland/Melbourne Water
Aitken Creek North	1 - 3		Biomass Control: Grazing (prior to the adjoining development beginning)	Retain current grazing regime until development begins. Sheep are preferred over cattle with a low stocking regime	Stockland
	3-10 >10	Analysis of data collected from trial burn plots	Biomass Control: Combination of mechanical control and burning.	April to September, excluding peak emergence/flight period for Golden Sun Moth.	Stockland Hume City Council (HCC) post 10 years
	All Years >10		Weed Control Undertake control and elimination of targeted weed species. Prevent targeted species from seeding.	Ongoing control and monitoring for life of ten year plan. Note: Spot spraying will not occur during peak emergence for Golden Sun Moth	Stockland Hume City Council (HCC) post 10 years
	All Years >10		Revegetation. Undertake plantings within Conservation Reserves and ROS and prior to removal of woody weeds	Autumn review and undertake supplementary plantings as required	Stockland Hume City Council (HCC) post 10 years

[7] This Plan is additional to the 10-year Net Gain offset management plan outlined in Section 6.4

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 116 of 136

AH377517X
21/07/2010 $955.20 173

Location	Year number	Required preceding action	Activity Description	Timing of activity – month(s)	Responsible party for this action
	All Years >10		Monitoring: Golden Sun Moth	Annual monitoring of GSM population within Conservation Reserve Late spring-summer (Late October to early January)	Stockland Hume City Council (HCC) post 10 years
	All Years >10		Monitoring: River Swamp Wallaby-grass	Spring-summer (November to January)	Stockland Hume City Council (HCC) post 10 years
Aitken Creek North	>1-2 years		Monitoring: Growling Grass Frog (once wetlands are established)	Spring-summer (November to January)	Stockland/Melbourne Water
Aitken Creek South	1-3		Biomass Control: Grazing (prior to the adjoining development beginning)	Retain current grazing regime until development begins. Sheep are preferred over cattle with a low stocking regime.	Stockland
	1-3		Biomass Control: Mechanical Control	March to October, excluding peak emergence/flight period for Golden Sun Moth.	Stockland Hume City Council (HCC) post 10 years
	3-10 >10	Analysis of data collected from trial burn plots.	Biomass Control: Combination of mechanical control and burning.	April to November, excluding peak emergence/flight period for Golden Sun Moth	Stockland Hume City Council (HCC) post 10 years
	All years >10		Weed Control: Undertake control and elimination of targeted weed species. Prevent targeted species from seeding.	Ongoing control and monitoring for life of ten year plan Note Spot spraying will not occur during peak emergence for Golden Sun Moth	Stockland Hume City Council (HCC) post 10 years
	All Years		Revegetation. Undertake plantings within Conservation Reserves and ROS and prior to removal of woody weeds	Autumn: review and undertake supplementary plantings as required.	Stockland Hume City Council (HCC) post 10 years
	All Years >10		Monitoring. Golden Sun Moth	Annual monitoring of GSM population within Conservation Reserves Late spring-summer (Late October to early January)	Stockland Hume City Council (HCC) post 10 years
	All Years >10		Monitoring. River Swamp Wallaby-grass	Spring-summer (November to January).	Stockland Hume City Council (HCC) post 10 years
	All Years >10		Monitoring. Matted Flax-lily	Spring-summer (November and February)	Stockland Hume City Council (HCC) post 10 years
	>1-2 years		Monitoring' Growling Grass Frog (once wetlands are established)	Spring-summer (November to January).	Stockland/Melbourne Water

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 117 of 136

AH377517X
21/07/2010 $955.20 173

Location	Year number	Required preceding action	Activity Description	Timing of activity – month(s)	Responsible party for this action
Mount Aitken	1-3		Biomass Control· Grazing (prior to the adjoining development beginning)	Retain current grazing regime until adjoining development begins Sheep are preferred over cattle with a low stocking regime.	Stockland
	3-10 >10		Biomass Control· Mechanical control	April to September, excluding peak emergence/flight period for Golden Sun Moth	Stockland Hume City Council (HCC) post 10 years
	All years >10		Weed Control: Undertake control and elimination of targeted weed species. Prevent targeted species from seeding.	Ongoing control and monitoring for life of ten year plan. Note· Spot spraying will not occur during peak emergence for Golden Sun Moth	Stockland Hume City Council (HCC) post 10 years
	All Years		Revegetation. Undertake plantings within ROS and prior to removal of woody weeds.	Autumn: review and undertake supplementary plantings as required	Stockland Hume City Council (HCC) post 10 years
	All Years >10		Monitoring- Golden Sun Moth	Annual monitoring of GSM population within Conservation Reserve Late spring-summer (Late October to early January)	Stockland Hume City Council (HCC) post 10 years
ALL ROS	All years >10		Pest and domestic animal control· implement control and management actions	Review requirements and continue control program as required	Stockland Hume City Council (HCC) post 10 years

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 118 of 136

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 119 of 136

AH377517X
21/07/2010 $955.20 173

12 References

ACT Government (1998) Golden Sun Moth (*Synemon plana*): An endangered species. Environment ACT, Action Plan no 7. Canberra.

Anstis, M. (2002). 'Tadpoles of South-eastern Australia: A Guide with Keys'. (Reed New Holland, NSW.)

Bainbridge, B., Davern, A., and Crawford, D. (2006) Vegetation description in Golden Sun Moth habitat in Epping/Wollert and Campbellfield. Unpublished report for the Port Phillip and Western Port Catchment Management Authority.

Barratt, D.G. (1995). Predation and movement by house-based domestic Cats *Felis catus* (L.) in suburban and rural habitats – preliminary findings. In: 'People and Nature Conservation. Perspectives on Private Landuse and Endangered Species Recovery.' (Eds. A. Bennett, G. Backhouse and T. Clark. (Surrey Beatty and Sons, Chipping Norton).

Barratt, D.G. (1997). Predation by House Cats, *Felis catus* (L.), in Canberra, Australia. I. Prey composition and preference. Wildlife Research 24, 263-277.

Barratt, D.G. (1998). Predation by House Cats, *Felis catus* (L.), in Canberra, Australia. II. Factors affecting the amount of prey caught and estimates of the impact on wildlife. Wildlife Research 25, 475-487.

Bezuijen, M.R., and McMahon, A.R.G. (1999). A review of the ecological impacts of semi-urban development and domestic cats. (Ecology Australia Pty. Ltd., Fairfield, Melbourne).

Carr, G.W., Yugovic, J.V. and Robinson, K.E. (1992). Environmental Weed Invasions in Victoria. Conservation Management Implications. (Department of Conservation and Environment and Ecological Horticulture Pty Ltd, Melbourne).

Carr, G. W. (2006). Recovery and compensation measures for loss of Williams road habitat of Floating (River) Swamp Wallaby-grass (*Amphibromus fluitans*). (G. W. Carr, Ecology Australia. Fairfield, Victoria).

Canberra International Airport (2004) Grassland Management Plan: Natural Temperate Grasslands at Canberra International Airport. Unpublished report to Canberra International Airport.

Clarke, G. and O'Dwyer, C. (2000). Genetic variability and population structure of the endangered golden sun moth *Synemon plana*. Biological Conservation 92, 371-381.

Clemann, N. and G.R. Gillespie (2004). Recovery Plan for *Litoria raniformis* 2004-2008. Department of Environment and Heritage, Canberra ACT.

Cook, L. and Edwards, E.D. (1993). Population biology of endangered moth *Synemon plana* 1992-93, York Park, Barton. CSIRO Division of Entomology report to the National Capital Planning Authority, Canberra.

Craigie, N.M. and Condina P. (2006a). Draft: Stockland Highlands Estate Aitken Creek – Functional design report for E14 retarding basin/wetland. Unpublished report prepared for Stockland Pty. Ltd. (Neil Craigie Waterway Management Consultants, Croydon).

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 120 of 136

AH377517X
21/07/2010 $955.20 173

Craigie, N.M and Condina P. (2006b). Draft: Stockland Highlands Estate Aitken Creek – Functional design report – Aitken Creek Between the DiMaria Pondage and Craigieburn West Rd. Unpublished report prepared for Stockland Pty. Ltd. (Neil Craigie Waterway Management Consultants, Croydon).

DEWHA (Draft 2009). *Environment Protection and Biodiversity Conservation Act 1999* Background Paper to EPBC Act Policy Statement 3.14: Significant impact guidelines for the vulnerable Growling Grass Frog (*Litoria raniformis*). Australian Government, Canberra, ACT. www.environment.gov.au/epbc

DPI (2007). National Best Practice Management Manual – Chilean Needle Grass. (Department of Primary Industries, Melbourne, Victoria)

DSE (2006a). Salisbury Bushland Reserve: Draft Management Plan for Golden Sun Moth and Eltham Copper Butterfly. Department of Sustainability and Environment, Victoria.

DSE (2006b). Native Vegetation Gain Approach – Technical Basis for Calculating Gains Through Improvement of Native Vegetation Management and Revegetation. (Department of Sustainability and Environment, East Melbourne, Victoria).

DSE (2002). 'Victoria's Native Vegetation Management: A Framework for Action'. (Department of Natural Resources and Environment: East Melbourne.)

DSE (2004). Vegetation Quality Assessment Manual – Guidelines for Applying the Habitat Hectare Scoring Method, Version 1.3. Department of Sustainability and Environment, East Melbourne, Victoria.

Douglas, F. (2004) A dedicated reserve for conservation of two species of *Synemon* (Lepidoptera: Castniidae) in Australia. Journal of Insect Conservation 8: 221-228.

Douglas, F. and Crouch, C. (2003) Nhill Sun-moth Reserve: Management Plan. Unpublished report for the Nhill Sun-moth Reserve Committee of Management.

Ecological Horticulture (1991). The remnant vegetation of the Craigieburn Project Area, Craigieburn, Victoria. Unpublished report for Tract Consultants, prepared by A.R.G. McMahon and S.E. Bedggood. (Ecology Australia , Fairfield).

Ecology Australia (2003). Assessment of ecological impacts and provision of ecological design services for the Aitken Creek Drainage Scheme revision Stage 1. Unpublished report for WBM Oceanics Australia, prepared by G.W. Carr, S.E. McMillan and L.E. Conole (Ecology Australia , Fairfield).

Ecology Australia (2005). Flora and Fauna Assessment of the proposed Melbourne Wholesale Markets Site, Epping. By Wilson, C., Campbell, C. and Carr G.W. Unpublished report prepared for Major Projects, Victoria (Ecology Australia P/L, Fairfield).

Ecology Australia (2007). Aitken Creek Masterplan – Craigieburn Road – E14. Prepared by L. V. Crowfoot and C. Renowden for Stockland Pty Ltd. (Ecology Australia, Fairfield, Victoria.)

Ecology Australia (2008). Environmental Values – Highlands Craigieburn. Unpublished report prepared for Stockland by C. Renowden and L. V. Crowfoot (Ecology Australia, Fairfield).

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 121 of 136

AH377517X
21/07/2010 $955.20 173

Ecology Australia (2009). Flora and Fauna Pre-construction monitoring 2008/2009, Highlands Craigieburn. Prepared by C. Renowden, L. V. Crowfoot and R.M. Marr for Stockland Pty Ltd. (Ecology Australia, Fairfield, Victoria)

Edwards, E.D. (1994) Survey of lowland grassland in A.C.T. for the Golden Sun Moth (*Synemon plana*). Report to the Wildlife Research Unit, ACT Parks and Conservation Service. CSIRO Division of Entomology, Canberra.

Geological Survey (1974). Geological Survey Map, Victoria.

Gibson, L. (2008). Surveys of Golden Sun Moth (*Synemon plana*) populations at Cooper Street and Derrimut Grasslands. Unpublished report for Parks Victoria (Parks Victoria, Melbourne).

Gibson, L. and New, T. (2007). Problems in studying populations of the golden sun-moth, *Synemon plana* (Lepidoptera: Castniidae), in south eastern Australia. Journal of Insect Conservation, 11: 309-313.

Gibson, L. (2006). Surveys of the Golden Sun Moth (*Synemon plana* Walker) populations and ant assemblages at Craigieburn Grassland Reserve. BSc Hons Thesis, La Trobe University, Bundoora.

Gillespie, G. and Clemann, N. (1999). Significance of the Carroll Road Quarry Site to the Warty Bell Frog *Litoria raniformis*. Unpublished report to the City of Kingston. (Department of Natural Resources and Environment).

Gilmore, D. (2007). Targeted survey of the Golden Sun Moth in the Melbourne Area. Unpublished report prepared by Biosis Pty. Ltd. for FKP. (Biosis P/L, Port Melbourne).

Hamer, A. and Organ A. (2006a). Distribution, habitat use, movement patterns and conservation management of the Growling Grass Frog (*Litoria raniformis*) throughout the Pakenham area, Pakenham, Victoria. Unpublished consultants report for DSE (Ecology Partners Pty. Ltd. Brunswick).

Hamer, A. and Organ, A. (2006b). Growling Grass Frog *Litoria raniformis* Monitoring 2005/06, Western Treatment Plant, Werribee, Victoria. Unpublished consultants report for Melbourne Water (Ecology Partners, Pty. Ltd., Brunswick).

Heard, G.W. (2009) Letter to Ecology Australia: 'Conservation Management of the Growling Grass Frog at 'Highlands', Craigieburn, Victoria. (G. W. Heard, Zoologist at La Trobe University, Victoria).

Heard, G.W. (2007) Letter to Ecology Australia: 'Growling Grass Frog surveys within the vicinity of Aitken and Malcolm Creeks, Craigieburn'. (G. W. Heard, Zoologist, Northcote).

Heard G., Robertson P. and Scroggie M. (2006). Assessing detection probabilities for the endangered Growling Grass Frog (*Litoria* raniformis) in southern Victoria. *Wildlife Research 33: 557-564*

Heard, G.W., Robertson, P. and Scroggie, M. (2004). The ecology and conservation status of the Growling Grass Frog *Litoria raniformis* within the Merri Creek Corridor. Wildlife Profiles Pty. Ltd. and Arthur Rylah Institute for Environmental Research.

Jelinek, A. (2005). Ecological significance and management of Mt Piper Nature Conservation Reserve. Unpublished consultants report. (EcoViews Pty. Ltd., Taggerty).

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 122 of 136

AH377517X
21/07/2010 $955.20 173

Lunt, I. D. (1991). Management of remnant lowland grasslands and grassy woodlands for nature conservation: a review. *The Victorian Naturalist* 108 (3), pp. 56-66.

Lunt, I.D., and Morgan, J.W. (2001) The role of fire regimes in temperate lowland grasslands of south eastern Australia. In Flammable Australia: The fire regimes and biodiversity of a continent. (Eds., Bradstock, R.A., Williams, J.E., and Gill, M.A.) Cambridge University Press.

Mansergh, I., and Marks, C. (1993). Action Statement No. 44. Predation of native wildlife by the introduced Red Fox *Vulpes vulpes*. (Flora and Fauna Branch, Department of Natural Resources and Environment, Melbourne).

Morton, A., Tagg, D., Wallis, R., and Lewis, C. (1999). An Integrated Strategy for a Fox Control Program in the Dandenong Creek Valley. Unpublished report prepared for the Dandenong Creek Valley Co-ordinated Fox Control Committee (Deakin University, Clayton.)

Muyt, A. (2001). Bush Invaders of South-East Australia. A guide to the identification and control of environmental weeds found in South-East Australia. (R. G and F. J. Richardson, Meredith, Victoria)

National Parks and Wildlife Service (2001). Hygiene Protocol for the control of disease in frogs. Information Circular No. 6. New South Wales National Parks and Wildlife Service, Hurstville.

O'Dwyer, C.O. (2004) Action Statement No.106: Flora and Fauna Guarantee Act 1988. Golden Sun Moth *Synemon plana*. Department of Sustainability and Environment, Victoria.

O'Dwyer, C.O., and Attiwill, P.M. (2000) Restoration of a native grassland as habitat for the Golden Sun Moth *Synemon plana* Walker (Lepidoptera: Castniidae) at Mount Piper, Australia. Restoration Ecology 8: 170-174.

Organ A. (2003). Conservation strategy for the Warty Bell Frog *Litoria raniformis* at the proposed Edgars Road extension, Epping, Victoria. Unpublished report prepared for VicRoads (Biosis Research Pty Ltd.)

Robertson, P. (2003 – in prep) DRAFT Flora and Fauna Guarantee Action statement for the Growling Grass Frog, *Litoria raniformis*. (Department of Sustainability and Environment, Victoria).

Saunders, G., Coman, B. Kinnear, J., and Braysher, M. (1995). 'Managing Vertebrate Pests: Foxes'. (Bureau of Resource Sciences, Canberra.)

Seebeck, J. and Clunie, P. (1997). Action Statement No. 80. Predation of native wildlife by the Cat *Felis catus*. (Flora and Fauna Branch, Department of Natural Resources and Environment, Melbourne.)

Speare, R., Berger, L., Skerratt, L.F., Alford, R., Mendez, D., Cashins, S., Kenyon, N., Hauselberger, K. and Rowley, J. (2004). Hygiene Protocol for Handling Amphibians in Field Studies. Amphibian Diseases Group, James Cook University (Townsville, Australia).

Speare, R. Mendez,D. and Berger, L. (2006). The Management of Disease in Wild Amphibian Populations in Australia. Cooperative Research Centre for Tropical Rainforest Ecology and Management. Rainforest CRC, Cairns. Unpublished report (64 pages).

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 123 of 136

AH377517X
21/07/2010 $955.20 173

TBLD (2008). E14 Wetland Planting Plan (4480/08/17). Thompson Beril Landscape Design P/L, Prahran, Melbourne.

Tree Logic (2003). Arboricultural assessment and report. Highlands Craigieburn, Malcolm Creek. Unpublished report prepared by G. Lewis, Treelogic, Ringwood.

Tree Logic (2003). Arboricultural assessment and report. Highlands Craigieburn, Malcolm Creek. Unpublished report prepared by G. Lewis, Treelogic, Ringwood.

Stephen Fitzgerald Arboriculture (2007). Highlands Estate – Assessment of Red Gum Tree in Road Reservation of Aitken Boulevard Near Crossing Over Malcom Creek. Unpublished report prepared by S. Fitzgeral, Stephen Fitzgerald Arboriculture, Sassafras.

Stephen Fitzgerald Arboriculture (2008a). Tree Assessment for Malcolm Creek Masterplan and DP7 – Highlands, Craigieburn. Unpublished draft report prepared by S. Fitzgerald, Stephen Fitzgerald Arboriculture, Sassafras.

Stephen Fitzgerald Arboriculture (2008b). Tree Assessment for Malcolm Creek Masterplan – Grand Boulevard West Trees Unpublished draft report prepared by S. Fitzgerald, Stephen Fitzgerald Arboriculture, Sassafras.

Wilson, C. (23003). The use of translocations as a conservation strategy for the Growling Grass Frog, *Litoria raniformis*. Unpublished 3rd year research project (Deakin University, Melbourne).

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 124 of 136

AH377517X
21/07/2010 $955.20 173

13 Acknowledgments

The authors would like to acknowledge the following people for their advice and/or assistance in the preparation of this report:

- Alan Webster and Glenn Rudolph (Department of Sustainability and Environment);
- Ana Backstrom (Australian Ecosystems);
- Andrew McMahon, Geoff Carr and Jamie McMahon (Ecology Australia);
- Brian Bainbridge and Katrina Roberg (Merri Creek Management Committee);
- Cheryl O'Dwyer (University of Melbourne);
- Clive Crouch (Nhill Sun Moth Reserve Management Committee);
- Chris Murphy and Frances Knight (Department of Environment, Water, Heritage and the Arts);
- Fabian Douglas (Private entomologist consultant, Rainbow, Victoria);
- Gordana Josipovic (Canberra International Airport);
- Geoffrey W. Heard (La Trobe University, Melbourne);
- Greg Miller and Ben Cantwell (Stockland);
- Jason Summers, Karen Wilson, Helen Curtain, Elizabeth Donoghue and Yvonne Schell (City of Hume);
- Jo Thompson and Mary Taylor (Thompson Berril Landscape Design);
- Lucy Gibson (Museum of Victoria); and
- Tamara Karner (Parks Victoria, Grasslands Unit).

AH377517X
21/07/2010 $955.20 173

Appendix 1 Highlands CMP: Habitat condition scores for recent (2006/2007) Net Gain assessments.

Key: CGW = Creekline Grassy Woodland, PG = Plains Grassland, End. = Endangered, VVP = Victorian Volcanic Plain, *For non-forest or woodland vegetation or other vegetation types where some elements of the score are not relevant.

Aitken Creek – De Maria

Location			Aitken Creek south	Aitken Creek south	Aitken Creek - De Maria	Aitken Creek - De Maria dam	Aitken Creek -north	De Maria	De Maria
Habitat zone			1	2	3	4	5	14	15
EVC Name (Initials)			CGW	PG	CGW	PG	PG	PG	PG
EVC Number			68	132	68	132	132	132	132
		Max Score	Score	Score	Score	Score	Score	Score	Score
Site Condition	Large Old Trees	10	0	-	0	-	-	-	-
	Canopy Cover	5	0	-	0	-	-	-	-
	Understorey	25	5	10	5	10	10	10	10
	Lack of Weeds	15	4	4	0	0	0	4	0
	Recruitment	10	0	0	0	3	3	3	3
	Organic Matter	5	2	3	3	3	2	4	4
	Logs	5	0	-	0	-	-	-	
	Total Site Score	**75**	**11**	**17**	**8**	**16**	**15**	**21**	**17**
	Multiplier*		-	75/55	-	75/55	75/55	75/55	75/55
	Adjusted Site Score		**11**	**23.2**	**8**	**21.8**	**20.5**	**28.6**	**23.2**
Landscape value	Patch Size	10	1	1	1	1	1	2	1
	Neighbourhood	10	0	0	0	0	0	0	0
	Distance to core	5	0	0	0	0	0	0	0
Habitat Score		**100**	**12**	**24.2**	**9**	**22.8**	**21.5**	**30.6**	**24.2**
Habitat Score		1	0.12	0.24	0.09	0.23	0.22	0.31	0.24
Bioregion			VVP	VVP	VVP	VVP	VVP	VVP	VVP
EVC Conservation Status			End.	Eng.	Eng.	Eng.	Eng.	Eng.	Eng.
Number of Large Old Trees			0	0	0	0	0	0	0

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 125 of 136

AH377517X
21/07/2010 $955.20 173

Malcolm Creek

Location			Malcolm Creek - north	Malcolm Creek - north	Malcolm Creek - middle east	Malcolm Creek - middle east	Malcolm Creek - middle east	Malcolm Creek south
Habitat zone			7	8	9	10	11	12
EVC Name (Initials)			PG	CGW	CGW	PG	PG	PG
EVC Number			132	68	68	132	132	132
		Max Score	Score	Score	Score	Score	Score	Score
Site Condition	Large Old Trees	10	-	0	0	-	-	-
	Canopy Cover	5	-	0	0	-	-	-
	Understorey	25	10	5	5	10	10	10
	Lack of Weeds	15	0	4	4	4	0	4
	Recruitment	10	3	0	0	3	3	3
	Organic Matter	5	2	2	0	3	2	3
	Logs	5	0	0	0	-	-	-
	Total Site Score	**75**	**15**	**11**	**9**	**20**	**15**	**20**
	Multiplier*		75/55	-	-	75/55	75/55	75/55
	Adjusted Site Score		**20.5**	**11**	**9**	**27.3**	**20.5**	**27.3**
Landscape value	Patch Size	10	1	1	1	1	1	1
	Neighbourhood	10	0	0	0	0	0	0
	Distance to core	5	0	0	0	0	0	0
Habitat Score		**100**	**21.5**	**12**	**10**	**28.3**	**21.5**	**28.3**
Habitat Score		1	0.22	0.12	0.1	0.28	0.22	0.28
Bioregion			VVP	VVP	VVP	VVP	VVP	VVP
EVC Conservation Status			End.	End.	End.	End.	Eng.	Eng.
Number of Large Old Trees			0	0	0	0	0	0

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 126 of 136

AH377517X
21/07/2010 $955.20 173

Development Plans

Location			DP11[$]	DP13	DP18
Habitat zone			16	6	13
EVC Name (Initials)			PG	PG	PG
EVC Number			132	132	132
		Max Score	Score	Score	Score
Site Condition	Large Old Trees	10	-	-	-
	Canopy Cover	5	-	-	-
	Understorey	25	10	10	10
	Lack of Weeds	15	4	0	0
	Recruitment	10	3	3	0
	Organic Matter	5	4	2	0
	Logs	5	-	0	0
	Total Site Score	**75**	**21**	**15**	**10**
	Multiplier*		75/55	75/55	75/55
	Adjusted Site Score		**28.6**	**20.5**	**13.6**
Landscape value	Patch Size	10	1	1	1
	Neighbourhood	10	0	0	0
	Distance to core	5	0	0	0
Habitat Score		**100**	**29.6**	**21.5**	**14.6**
Habitat Score		1	0.30	0.22	0.15
Bioregion			VVP	VVP	VVP
EVC Conservation Status			Eng.	End.	End.
Number of Large Old Trees			0	0	0

[$] includes a patch that will be protected within public open space of Malcolm Creek and a patch that will be lost.

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 127 of 136

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 128 of 136

AH377517X
21/07/2010 $955.20 173

Appendix 2 Golden Sun Moth survey sheet and example habitat proform

Golden Sun Moth survey - Highlands

Date: **Personnel:** **Site visit No.:**
Monitoring year:
Time of day: **Previous rain:** **Wind (low, moderate, high):**
Temperature: **Fog:** **Cloud cover (0-8):**

Site (e.g. core habitat area - Malcolm Creek south):
Transect Number: **Width of transect:**
Length of transect (maximum 300 m): **Proximity to other transects:**
AMG:- Start transect:
Finish transect:
{*Note where specimen was collected}

*Record	Number of Moths seen	AMG (waypoint number - if applicable, e.g. females)	Male[M] / Female[F]	Activity
1 (Beginning of transect)				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23				
24				
25				
26				
27				
28				
29				
30				

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 129 of 136

AH377517X
21/07/2010 $955.20 173

General searches outside of transects

Females (number of moths)	AMG	Activity	Habitat
Males (number of moths)	**AMG**	**Activity**	**Habitat**
Males (number of moths)	**AMG**	**Activity**	**Habitat**
Pupal cases	**AMG**	**Habitat**	
Pupal cases	**AMG**	**Habitat**	

Guide for Golden Sun Moth Habitat Monitoring Proforma (to be implemented in 2009/2010 monitoring season)

Date: **Personnel:** **Habitat assessment No.:**

Time of day:

Site (e.g. Malcolm Creek south - core habitat area):

Transect Number: **Width of transect:**

Length of transect (maximum 300 m): **Proximity to other transects:**

AMG:- Start transect:
Finish transect:

General habitat description:

Time since fire (if applicable):

Landscape context:
Size of core habitat patch (m^2 or ha):
Proximity to other core habitat areas:
Presence of dispersal and movement links/corridors to other core habitat areas:
Proximity to roads/trails:

Vegetation type (e.g. improved pasture; Plains Grassland or Creekline Grassy Woodland):

Substrate (stony rise, gilgai or flat ground):

Record along transect

Understorey	Presence	Cover (%)	Average height (cm)	Species (if relevant)
Wallaby Grasses				
Spear Grasses				
Chilean Needle-grass				
Other indigenous vegetation				

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 130 of 136

AH377517X
21/07/2010 $955.20 173

Bare ground				
Leaf litter/woody debris				
Exotic grasses				
Other weeds				
Mid-storey/Overstorey				
Shrubs				
Trees				

Exposure:

Aspect:

Soils:

MANAGEMENT REGIME (e.g. biomass control, weed control)
Previous:
Current:
Proposed / Recommended:

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 131 of 136

AH377517X
21/07/2010 $955.20 173

Appendix 3 Highlands CMP: Letter from Hume City Council

HUME CITY COUNCIL

1079 PASCOE VALE ROAD
BROADMEADOWS
VICTORIA 3047

Postal Address:
PO Box 119
DALLAS 3047

Telephone: 03 9205 2200
Facsimile: 03 9309 0109
www.hume.vic.gov.au

Wednesday 3 September 2008

Mr Greg Miller
Regional Design and Approvals Manager
Stockland
PO Box 317
Craigieburn Vic 3064

Dear Greg

Council has considered the issues raised in your letter of 12 August 2008 with regard to on-going management of the Golden Sun Moth areas of the conservation areas associated with Malcolm and Aitken Creeks, Craigieburn.

Council has decided that it will assume responsibility for the ongoing management of these areas in perpetuity, after the 10 year period during which Stockland will manage them.

However, we must re-iterate that it is Council's expectation that during this time, cover of both Chilean Needle Grass and pasture grasses will be significantly reduced as per the targets outlined in the latest draft of your Conservation Management Plan.

Regarding the remnant trees to be assessed, we are agreeable to the CMP showing the trees as they are currently mapped, with the understanding that:

1. Council will in due course receive clear mapping and reporting on the size, health etc of the remnant trees as differentiated from other trees.
2. No works affecting any trees will be undertaken until Council has received and assessed such mapping and any attached relevant reports.
3. It is understood that no permit has been given to Stockland to remove or lop any remnant trees. Such a permit is unlikely to be forthcoming from Council, so we suggest that all plans, engineering plans etc assume that removal or risk of damage to any remnant tree will not be possible. The sooner such reports from Stockland are available, the less likelihood there is of plans having to be redrawn to account for them.
4. All trees will be protected for a distance of double their canopy area as is required under the vegetation framework. Given the lack of current mapping that distinguishes remnant from other trees, we must ask that this applies to all trees on the site.

We are also requesting that all propcsals for bridges and crossings over the creek include designs that allow the movement of wildlife – including macropods – beneath bridges and along the creek corridor

Yours sincerely

Elizabeth Donoghue
Conservation Planner

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 132 of 136

AH377517X
21/07/2010 $955.20 173

Appendix 4 Wetland criteria for translocated River Swamp Wallaby-grass

Listed below are the wetland criteria for River Swamp Wallaby-grass (as determined by Carr 2006) and these criteria are compared with the proposed wetland conditions for the two sections of Aitken Creek where the majority of the wetlands will be constructed (Craigie and Condina 2006 a and b). No weighting of criteria is implied by the order given below.

Wetland Criteria	Proposed Wetlands
Land Tenure:	
• Wetlands should ideally be located on public land or land with a sympathetic management agency or structure.	• Wetlands are within the public open space of Aitken Creek and will be protected for the long-term. The land will eventually be handed to Council and become public land.
Types of wetlands:	
• Natural or constructed wetlands of any size with permanent or semi-permanent water are desirable.	• The wetlands will include submerged marsh (0.5 – 0.9 m depth), deep marsh (0.25 – 0.5 m deep), shallow marsh (0.25 – 0), frequent marsh (0 – 0.3 high), ephemeral marsh (0.3 – 0.6 m high). The shallow marsh and deep marsh zones are the most suitable for River Swamp Wallaby-grass and these will be the zones the plants are translocated into.
Hydrological regime:	
• A seasonally fluctuating water level with pronounced summer draw-down is the natural hydrological regime for River Swamp Wallaby-grass. Fairly static water levels are also acceptable but not ideal unless the water is shallow (< 40 cm deep).	• The wetlands will experience some draw-down. Zones within the wetlands will vary from frequent drying to drying during extended drought, to permanent open water zones.
Edge gradients:	
• There is a direct correlation between the gradient at the edge of the wetland and the width of the vegetation zones. Steep gradients have narrow vegetation zones, therefore gradients should ideally be gentle (not greater than 1:5, ideally 1:8) to maximise the area that can be occupied by River Swamp Wallaby-grass.	• The wetlands avoid high edge slopes and grading of side slopes (most are at least 1 vertical:8 horizontal for 2.5 metres from edge grading to a maximum of 1 vertical:3 horizontal).
Substrate:	
• Moderately fertile soils are desirable rather than eutrophic alluvial floodplains because highly fertile soils favour undesirable competition, notably from *Water Couch, *Paspalum and *Canary Grass.	• The cessation of stock grazing and fertiliser application, the planting of indigenous aquatic species, and the installation of sediment traps will reduce the nutrients levels within the wetlands.
Water quality:	
• Water should be non-eutrophic and of high clarity (low turbidity).	• Grazing will be removed in the long-term and fertilisers will not be used in adjacent landscaped areas. • Sediment traps will minimise impacts of spills and pollutants entering the creek from upstream areas. • The wetlands have been designed to have a (average) detention time of water for only a matter of days which will reduce the likelihood of high algal biomass establishing. • All wetlands will be planted with indigenous aquatic/amphibious species from the local/regional flora.
Associated vegetation:	
• Plant with indigenous species, however, some species should be avoided including Common Reed (*Phragmites australis*) and Cumbungi (*Typha domingensis* and *T. orientalis*). These species can form dense monospecific stands to 3 m high and outcompete	• All wetlands will be planted with indigenous aquatic species. The species selected are compatible with the survival of River Swamp Wallaby-grass, and all naturally occur with wild populations of River Swamp Wallaby-grass

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 133 of 136

AH377517X
21/07/2010 $955.20 173

Wetland Criteria	Proposed Wetlands
River Swamp Wallaby-grass.	
Grazing regime: • Wetlands should be protected from excessive stock grazing. However the negative impacts of grazing are likely to have been overestimated (see Carr 2006) and wetlands that are grazed do not necessarily need to be discounted as potential translocation sites.	• Stock grazing will be removed in the long-term.

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 134 of 136

AH377517X
21/07/2010 $955.20 173

Appendix 5 ADDENDUM 22/12/2009

The following items are submitted as an addendum to the Highlands Conservation Management Plan, as per comments received from the Department of Environment, Water, Heritage and the Arts (DEWHA) – (Francis Knight DEWHA pers. comm., email dated 22 December 2009). Please note the following amendments to the plan:

Section 5.2.4 Growling Grass Frog

Management Thresholds for the Growling Grass Frog

'If Growling Grass Frogs are found to have colonised the wetlands within Highlands, DEWHA will be contacted within five (5) days of identification and the plan will be reviewed and updated in consultation with DEWHA and other relevant experts.'

Section 5.4.1

Mechanical Control - Key Actions

'Vegetation will be slashed to a height no less than 10 cm high within Golden Sun Moth core habitat zones'.

Section 9.1 Passive Recreation

Trails

'The haul road passing through the Malcolm Creek South Conservation Reserve was constructed four years ago and has not been used since the identification of Golden Sun Moth (GSM) in the area. The section of road passing within the conservation reserve will be rehabilitated to become GSM habitat.'

Table 16 Highlands CMP: Ten year management plan

Aitken Creek North

All years

>10 Monitoring Growling Grass Frog (once wetlands are established)

Aitken Creek South

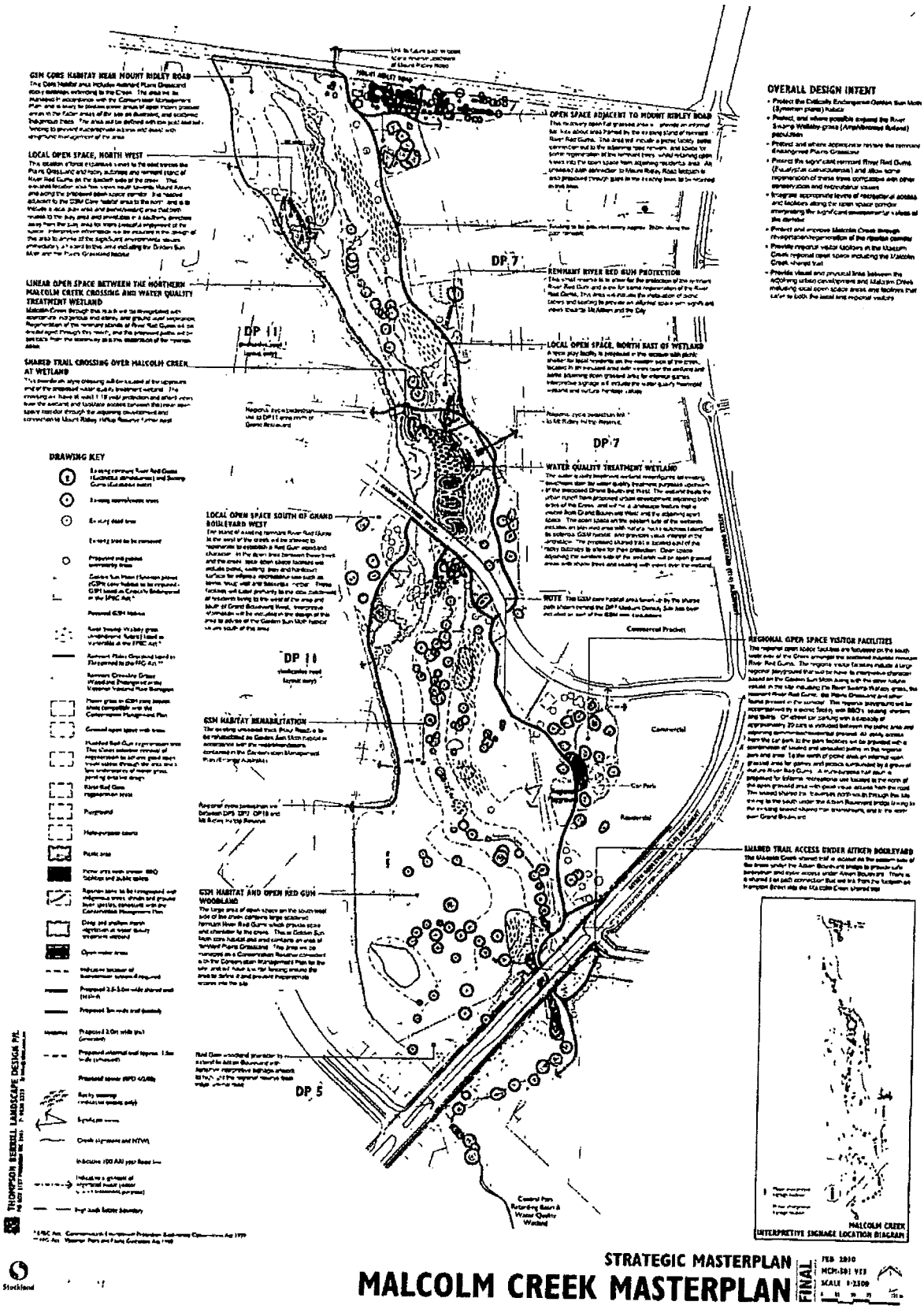
All years

>10 Monitoring Growling Grass Frog (once wetlands are established)

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 135 of 136

AH377517X
21/07/2010 $955.20 173

Appendix 6 Malcolm Creek Master Plan endorsed by Hume City Council (12 March 2010)



Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 136 of 136

AH377517X
21/07/2010 $955.20 173

Imaged Document Cover Sheet

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

Document Type	**instrument**
Document Identification	**AN707362P**
Number of Pages (excluding this cover sheet)	**24**
Document Assembled	**17/10/2017 15:41**

Copyright and disclaimer notice:
© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. The State of Victoria accepts no responsibility for any subsequent release, publication or reproduction of the information.

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

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 1 of 24

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

Section 181 Planning and Environment Act 1987

AN707362P
03/04/2017 $92.70 173

Lodged by

Name: Stockland Development Pty Ltd

Phone:9095 5074

Address: Level 7/452 Flinders Street Melbourne

Reference: Ebru Gorgulu

Customer Code: 2944C

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

Land: Lot E on PS742716Q *Volume 11838 Folio 031*

Responsible authority: *Hume City Council*

Section and Act under which agreement made : Section 173

A copy of the agreement is attached to this application:

Date: 21/2/17

Signature for responsible authority:

Name of officer: Kirsty Miller
(full name)

Job Title: Manager Statutory Planning + Building Control Services.

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 2 of 24

CLAYTON UTZ

AN707362P
03/04/2017 $92.70 173

Section 173 Agreement

Stockland Highlands Pty Ltd
ACN 097 352 200
Owner

Hume City Council

Land: Townside, 440 Craigieburn Road, Craigieburn

The Clayton Utz contact for this document is
Sharene Hambur on +61 3 9286 6921

Clayton Utz
Lawyers
Level 18 333 Collins Street Melbourne VIC 3000 Australia
DX 38451 333 Collins VIC
T +61 3 9286 6000 F +61 3 9629 8488

www.claytonutz.com

Our reference 14826/210/00003333

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 3 of 24

CLAYTON UTZ

Contents

1. Definitions and interpretations 1

1.1 Definitions 1
1.2 Interpretation 2

2. Agreement under section 173 of the Act 3

3. Commencing and effect of agreement 3

3.1 Commencing and termination of agreement 3
3.2 Covenants 3

4. Waste Management Plan 4

5. Owner's Warranties 4

6. Registration 4

6.1 Registration 4
6.2 Notice 4

7. Non-compliance 4

8. Disputes 4

8.1 Dispute resolution 4
8.2 Unresolved dispute 5

9. General 6

9.1 Further acts 6
9.2 Counterparts 6
9.3 Successors in title 6
9.4 Council's costs to be paid 6
9.5 Governing law 6
9.6 Jurisdiction 6
9.7 Amendments 6
9.8 Notices 7

10. GST 7

10.1 Interpretation 7
10.2 GST exclusive amount 8
10.3 Creditable acquisition 8
10.4 Tax invoice 8

Annexure A 9

AN707362P
03/04/2017 $92.70 173

CLAYTON UTZ

This Agreement made on **2016**

Parties **Stockland Highlands Pty Ltd ACN 097 522 200** of Level 7, 452 Flinders Street, Melbourne

("Owner")

Hume City Council of 1079 Pascoe Vale Road, Broadmeadows

("Council")

AN707362P
03/04/2017 $92.70 173

Background

A. The Owner is registered as the proprietor of the Land.

B. The Council is the responsible authority under the Act for the administration and enforcement of the Scheme which applies to the Land.

C. The Council has issued the Planning Permit.

D. The Planning Permit, amongst other things, requires the Owner to enter into this Agreement to provide for the matters set out in condition 4 of the Planning Permit.

E. The Council and the Owner have agreed to enter into this Agreement to give effect the requirements of condition 4 of the Planning Permit.

F. The Land is not encumbered by any mortgage.

G. The Council and the Owner have agreed that without limiting or restricting their respective powers to enter into this Agreement and in so far as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.

Operative provisions

1. Definitions and interpretations

1.1 Definitions

In this Agreement unless expressed or implied to the contrary:

"Act" means the Planning and Environment Act 1987.

"Agreement" means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement.

"Business Day" means any day other than a Saturday, Sunday or bank or public holiday in Melbourne.

"Commencement Date" means the date on which this Agreement is executed by the Owner and the Council.

"Dispute Notice" means a notice given by a party under clause 8.1 which must:

(a) be in writing, be in English and be dated;

(b) state that it is a Dispute Notice served under clause 8.1 of this Agreement;

(c) give a detailed description of the matter in dispute.

AN707362P
03/04/2017 $92.70 173

CLAYTON UTZ

"GST Act" means A New Tax System(Goods and Services Tax) Act 1999.

"Land" means Lot E on Plan of Subdivision No. PS 742716Q being part of the land described in Certificate of Title Volume 11651 Folio 947.

"Owner" means the person or persons from time to time registered or entitled to be registered as the proprietor of an estate in fee simple in the Land or any part of it.

"Planning Permit" means planning permit number P19189 issued by the Council on 17 June 2016.

"Scheme" means the Hume Planning Scheme.

"Waste Management Plant" means the Waste Management Plan prepared by Leigh Design and dated 28 October 2015 a copy of which is attached to this Agreement as **Annexure A.**

1.2 Interpretation

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

(a) undefined terms or words have the meanings given to them in the Act or the Scheme;

(b) the singular includes the plural and vice versa;

(c) a gender includes the other gender;

(d) a reference to a person includes a reference to a firm, corporation or other corporate body;

(e) if a party consists of more than one person this Agreement binds them jointly and each of them severally;

(f) a reference to a 'planning scheme' or 'the Scheme' includes any amendment, consolidation, or replacement of such scheme and any document incorporated by reference into such scheme;

(g) a reference to a statute includes any statutes amending, consolidating or replacing those statutes and any regulations made under the statutes;

(h) where, in this Agreement, the Council may exercise any power, duty or function, that power may be exercised on behalf of the Council by an authorised or delegated officer;

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

(j) the recitals to this Agreement form part of this Agreement;

(k) no word, words or provision shall operate to limit or in any way prejudice the effect of any other word, words or provision unless it is expressly provided otherwise;

(l) a reference to "writing" or "written" and any words of similar import include printing, typing, lithography and any other means of reproducing characters in tangible and visible form, including any communication effected through any electronic medium if such communication is subsequently capable of reproduction in tangible or visible form;

(m) if the day or last day for doing anything or on which an entitlement is due to arise is not a Business Day, the day or last day for doing the thing or date on which the entitlement arises shall for the purposes of this Deed be the next Business Day;

(n) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;

(o) a reference to an agreement or a document is to that agreement or document as amended, novated, supplemented, varied or replaced from time to time except to the extent prohibited by this Agreement;

(p) a reference to any thing includes the whole and each part of it;

(q) "include" (in any form) when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind;

(r) a reference to "$" or "dollar" is to Australian currency;

(s) where a party covenants, promises, undertakes or agrees to:

(i) perform; or

(ii) refrain from doing or carrying out,

some act or thing that party must:

(iii) procure that their respective contractors, employees and agents perform such act or thing; or

(iv) refrain from so doing or carrying out such act or thing;

(t) a provision must not be interpreted to the disadvantage of a party because that party (or its representative) drafted that provision.

(u) if a reference is made to any person, body or Authority and that person, body or Authority has ceased to exist, then the reference is deemed to be a reference to the person, body or Authority that then serves substantially the same objects as the person, body or Authority that has ceased to exist; and

(v) a reference to the President of a person, body or Authority shall, in the absence of a President, be read as a reference to the senior officer for the time being of the person, body or Authority or such other person fulfilling the duties of President.

2. Agreement under section 173 of the Act

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

3. Commencing and effect of agreement

AN707362P
03/04/2017 $92.70 173

3.1 Commencing and termination of agreement

This Agreement commences on the Commencement Date.

3.2 Covenants

(a) The Owner's obligations under this Agreement will take effect as separate and several covenants which will be annexed to and run at law and equity with the Land.

AN707362P
03/04/2017 $92.70 173
LAYTON UTZ

(b) If the Land is subdivided, this Agreement must be read and ...hat each subsequent owner of a Lot is only responsible for those covenants and obligations which relate to that Lot.

4. Waste Management Plan

(a) The Owner must ensure that the Waste Management Plan is implemented for the Land.

(b) The Waste Management Plan may only be amended with the prior written consent of the Council.

5. Owner's Warranties

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

6. Registration

6.1 Registration

The Owner:

(a) consents to the Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the folio of the Register which relates to the Land in accordance with Section 181 of the Act; and

(b) will do all things necessary to enable the Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

6.2 Notice

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

7. Non-compliance

If the Owner has not complied with this Agreement within 20 Business Days after service of a notice by the Council specifying any non-compliance, the Owner covenants:

(a) to allow the Council its officers, employees, contractors or agents to enter the Land and rectify the non-compliance;

(b) to pay to the Council on demand, the Council's reasonable costs and expenses incurred as a result of the non-compliance.

8. Disputes

8.1 Dispute resolution

If a dispute arises between the parties in relation to any matter arising out of or in connection with this Agreement, the parties must negotiate to resolve the dispute within 20 Business Days of one party giving a Dispute Notice to the other party.

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 8 of 24

AN707362P
03/04/2017 $92.70 173

8.2 Unresolved dispute

(a) If the parties cannot resolve the dispute within 25 Business Days after the date of receipt of the Dispute Notice then the parties must refer the dispute for determination by an independent expert agreed by the parties or failing agreement within 25 Business Days of the service of the Dispute Notice, the independent expert must be:

(i) for a matter of law, a practising barrister or solicitor appointed by the President of the Law Institute of Victoria;

(ii) for a financial or accountancy matter, a practising chartered accountant appointed by the President of the Victorian Division of the Institute of Chartered Accountants in Australia;

(iii) for a matter connected with the construction of any part of any improvements on the Land, a practising architect appointed by the President of the Victorian Chapter of the Royal Australian Institute of Architects;

(iv) for a matter connected with the cost of construction of any improvements on the Land, a practising quantity surveyor appointed by the President of the Victorian Chapter of the Australian Institute of Quantity Surveyors;

(v) for any other matter, a qualified person appointed by the President of an appropriate association, institute, society or board;

or, if appropriate and the parties agree, the dispute may be referred to a panel of experts representing more than one of the appropriate skills.

(b) The parties agree to appoint the independent expert on the following terms:

(i) the independent expert shall act as an expert and not as an arbitrator;

(ii) the independent expert shall determine the dispute:

A. on the basis of the rights and obligations set out in this Agreement; and

B. having regard to all relevant factors and circumstances, including any relevant industry or commercial practices;

(iii) the independent expert shall retain experts in other fields to assist in the determination of the dispute when the independent expert considers it to be necessary or appropriate;

(iv) the determination of the independent expert shall be final and binding on the parties;

(v) the cost of the determination shall be borne equally by the parties;

(vi) the parties may be legally represented at any hearing before the independent expert;

(vii) the parties may make written or oral submissions to the independent expert personally or through legal representatives or other consultants;

(viii) the independent expert will be required to hand down his decision within 20 Business Days of his appointment;

AN707362P
03/04/2017 $92.70 173

(ix) the independent expert must have at least 10 years current and continuous standing in the expert's profession at the date of appointment.

(c) A party will not be entitled to commence or maintain any action in relation to any dispute until determination of that dispute in accordance with this clause except for urgent injunctive or declaratory relief.

9. General

9.1 Further acts

Each party must promptly sign any documents and do anything else reasonably necessary to give effect to this Agreement.

9.2 Counterparts

This Agreement may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes an original of this Agreement, and all together constitute one agreement.

9.3 Successors in title

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

(a) give effect to, do all acts and sign all documents requiring those successors to give effect to this Agreement; and

(b) execute a deed agreeing to be bound by this Agreement.

9.4 Council's costs to be paid

The Owner covenants to pay to the Council the Council 's reasonable costs and expenses of and incidental to the preparation and registration of this Agreement.

9.5 Governing law

This Agreement is governed by and must be construed according to the law applying in Victoria.

9.6 Jurisdiction

Each party irrevocably:

(a) submits to the non exclusive jurisdiction of the courts of Victoria, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this Agreement; and

(b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum.

9.7 Amendments

This Agreement may only be varied by a document signed by or on behalf of each party.

9.8 Notices

Each communication (including each notice, consent, approval, request and demand) under or in connection with this Agreement:

(a) must be in writing, be in English and dated;

(b) must be addressed as follows (or as otherwise notified by that party to each other party from time to time):

Council

Name: Hume City Council
Address: 1079 Pascoe Vale Road
Broadmeadows Vic 3047

Fax: (03) 9309 0109
For the attention of: Christopher Bryce

AN707362P
03/04/2017 $92.70 173

Owner

Name: Stockland Highlands Pty Ltd
Address: Level 7, 452 Flinders Street
Melbourne Vic 3000

Fax: (03) 86845450
For the attention of: Gilbert Santana

(c) must be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;

(d) must be delivered by hand or posted by prepaid post to the address, or sent by fax to the number, of the addressee, in accordance with clause 9.8(b); and

(e) is taken to be received by the addressee:

(i) (in the case of prepaid post sent to an address in the same country) on the third day after the date of posting;

(ii) (in the case of prepaid post sent to an address in another country) on the fifth day after the date of posting by airmail;

(iii) (in the case of fax) at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the fax machine from which it was sent; and

(iv) (in the case of delivery by hand) on delivery,

but if the communication is taken to be received on a day that is not a Business Day or after 5.00 pm, it is taken to be received at 9.00 am on the next Business Day.

10. GST

10.1 Interpretation

Expressions used in this clause and in the GST Act have the same meanings as when used in the GST Act.

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 11 of 24

AN707362P
03/04/2017 $92.70 173

10.2 GST exclusive amount

Except where this Agreement states otherwise, each amount payable by a Recipient under this Agreement in respect of a taxable supply by a Supplier is expressed as a GST exclusive amount and the Recipient must, in addition to that amount and at the same time, pay to the Supplier the GST payable in respect of the supply.

10.3 Creditable acquisition

An amount payable by a Recipient in respect of a creditable acquisition by a Supplier from a third party must not exceed the sum of the value of the Supplier's acquisition and the additional amount payable by the Recipient under clause 10.2 on account of the Supplier's GST liability.

10.4 Tax invoice

A party is not obliged, under this to pay the GST on a taxable supply to it under this Agreement until given a valid tax invoice for the supply.

Signed as an agreement
Signed for and on behalf of **Stockland Highlands Pty Ltd ACN 097 352 200** by its attorney under a power of attorney dated 11 May 2011 registered in Victoria with Permanent Order book No. 277 Page 030 Item 27 in the presence of:

Signature of witness

Signature of attorney who declares that the attorney has not received any notice of the revocation of the power of attorney

Gilbert Jamtorne
Full name of witness

BENJAMIN LEO CANTWELL
Full name of attorney

Signed by and on behalf and with the authority of the Hume City Council by, Kirsty Miller, Manager Statutory Planning And Building Control Services, in the exercise of a power conferred by an instrument of delegation in the presence of:)

Signature of Witness

CHRISTOPHER JAMES BRYLE
Full Name of Witness

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 12 of 24

CLAYTON UTZ

Annexure A

Waste Management Plan

AN707362P
03/04/2017 $92.70 173

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 13 of 24

CLAYTON UTZ

LEIGH DESIGN

waste management plans for all urban developments

Leigh Design Pty Ltd
ABN 37 139 522 437
PO Box 2599
Mt Waverley VIC 3149
P +61 3 9888 3943
M +61 0410 456 510
E info@leighdesign.com.au
I www.leighdesign.com.au

AN707362P
03/04/2017 $92.70 173

WASTE MANAGEMENT PLAN

Proposed Development: Townside
Craigieburn, Victoria

Prepared for:
Stockland Development Pty Ltd

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 14 of 24

CLAYTON UTZ

AN707362P
03/04/2017 $92.70 173

TABLE OF CONTENTS

SECTION		PAGE No.
Waste Management Summary		2
1	Space and System for Waste Management	3
2	Access for Users, Collectors, and Collection Vehicles	5
3	Amenity, Local Environment, and Facility Design	6
4	Management and Sustainability	8
5	Supplementary Information	10
6	Contact Information	11
7	Limitations	11

WASTE MANAGEMENT SUMMARY

- The operator, as defined below, shall be responsible for managing the waste system and for developing and implementing adequate safe operating procedures
- Waste shall be stored within the development (hidden from external view)
- Residents shall sort their waste and dispose garbage and recyclables into their collection bins
- The operator shall engage a private contractor to collect waste along the development's internal roads. Residents shall transfer collection bins between their tenements and designated collection zones

GLOSSARY

Operator: refers to the Owners Corporation, who shall manage site operations (via staff and contractors, if required).

User: refers to residents who shall utilise the waste system

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 15 of 24

AN707362P
03/04/2017 $92.70 173

1 SPACE AND SYSTEM FOR WASTE MANAGEMENT

1.1 Development Description and Use

This development shall consist of residential townhouses (refer to Table 1)

1.2 Estimated Garbage and Recycling Generation

The following table summarises the waste estimate (m^3/week)

Table 1 Waste Estimate

Waste Source	Base Qty (est.)	Garbage	Commingled Recycling
Townhouses	No of units = 198	15.84	23.76
TOTAL (m^3/wk)		15.84	23.76

Note Waste figures are based on Council's household bin allowance

1.3 Collection Services

Waste shall be collected privately The operator shall choose a waste collection provider negotiate a service agreement, and pay for these services

1.4 Location, Equipment, and System Used for Managing Waste

The waste management system is summarised as follows

- Internal receptacles for garbage and recycling
- Collection bins (kept within the garage or courtyard of each dwelling of each tenement - refer to Table 2)

The various collection waste-streams are summarised as follows

Garbage General waste shall be placed in tied plastic bags and stored within bins

Recycling All recyclables shall be commingled into a single type of collection bin (for loose paper cardboard PET glass, aluminum steel, and HDPE containers)

Green Waste Garden organics shall be collected and disposed by the future landscape maintenance contractor (alternatively, private green waste bins shall be considered).

Compost Residents shall consider composting within private courtyards.

Other Waste Streams: The disposal of hard/electronic/liquid and other wastes (polystyrene, batteries, paint, chemicals and detox items, etc) shall be organised with the assistance of the operator

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 16 of 24

AN707362P
03/04/2017 $92.70 173

The following table summarises bin quantity/capacity, collection frequency, and area requirements (based on Table 1):

Table 2 Bin Schedule and Collection Frequency

Waste Source	Waste Stream	Bin Qty	Bin Litres	Collections per Week	Net Area m²
Townhouses (dedicated bins)	Garbage	198	80	1	1m² per dwelling
	Comm Recyc	198	240	Fortnightly	
Net Waste Storage Area (excludes circulation), m²:					198.0

Note. Private bins shall be sourced by the operator (either purchased from a supplier or leased from the collection contractor)

1.5 Planning Drawings, Waste Areas, and Management of the Waste System

The plans shall illustrate sufficient space for onsite bin storage, as required by the above schedule

1.6 Collection Bin Information

The following bins shall be utilised (see Sect. 4 3 for signage requirements).

Table 3 Bin Details

Capacity (litres)	Height (mm)	Width (across front, mm)	Depth (side on, mm)	Empty Weight (kg)	Average* Gross Weight (kg)
80	860	450	530	9	19
240	1080	585	730	13	45

Notes

- * = Average Gross Weight is based on domestic waste studies (which vary subject to locality and waste type) Expect greater weight for wet or compacted waste
- Use the above details as a guide only – variations will occur The above is based on Sulo plastic (HDPE) bins

Table 4 Hume Colour Coding

Bin	Garbage	Commingled Recycling	Green Waste
Lid	Green	Dark Green	Maroon
Body	Green	Dark Green	Maroon

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 17 of 24

CLAYTON UTZ

AN707362P
03/04/2017 $92.70 173

2 ACCESS FOR USERS, COLLECTORS, AND COLLECTION VEHICLES

2.1 User Access to Waste Facilities

Residents shall dispose sorted garbage and recyclables into their collection bins

2.2 Collection Arrangements and Access to Waste Facilities

- Waste shall be collected along the development s internal roads
- Prior to the collection, residents shall transfer collection bins from their tenements to designated kerbside collection zones (refer to the Ground Floor Plan) Once collected, residents shall move the bins back into their premises (bins shall not be left-out more than a 24 hour period) The operator shall carry-out bin transfers for residents that require assistance with this task.
- The waste collection shall be carried-out by rear-lift vehicles (nom 8 8m long, 4m operational height, and 24 tonnes gross vehicle mass)
- For improved safety, waste collections shall be carried-out during off-peak traffic periods

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 18 of 24

AN707362P
03/04/2017 $92.70 173

3 AMENITY, LOCAL ENVIRONMENT, AND FACILITY DESIGN

3.1 Noise Minimisation Initiatives

- Collection bins shall feature rubber castors for quiet rolling during transfers
- Local laws shall be observed for all operations in public and private areas
- For private services, the hours of waste collections shall be as specified in council's local laws. Also, Section 5 of the Victorian EPA Noise Control Guideline Publication 1254 (see below) shall be observed to protect the acoustic amenity of the development and surroundings

Victorian EPA Noise Control Guideline Publication 1254 October 2008 (excerpt)
(Section) 5 Domestic Refuse Collection
The main annoyance produced by domestic refuse collections occurs in the early morning (i.e. before 7.00am). Therefore, if possible, routes should be selected to provide the least impact on residential areas during that time.
Collection of refuse should be restricted to the following criteria

- Collection occurring once a week should be restricted to the hours 6am to 6pm Monday to Saturday
- Collections occurring more than once a week should be restricted to the hours 7am to 6pm Monday to Saturday
- Compaction should only be carried out while on the move
- Bottles should not be broken up at the point of collection
- Routes which service entirely residential areas should be altered regularly to reduce early morning disturbance
- Noisy verbal communication between operators should be avoided where possible

3.2 Litter Reduction and Prevention of Stormwater Pollution

The operator and residents shall be responsible for

- Promoting adequate waste disposal into the bins (to avoid waste-dumping)
- Storing bins out of public view
- Preventing overfilled bins, keeping lids closed
- Abating any site litter and taking action to prevent dumping and/or unauthorised use of waste areas
- Requiring the collection contractor to clean-up any spillage that might occur when clearing bins

The above will minimise the dispersion of site litter and prevent stormwater pollution (thus avoiding impact to the local amenity and environment)

3.3 Ventilation, Washing, and Vermin-Prevention Arrangements

Bin areas shall be ventilated to reduce odour

Residents shall regularly clean their bin areas and keep the bin lids closed

For hygiene reasons, residents shall wash their bins when required, disposing wash-water on landscaped areas (alternatively, the operator shall engage a suitable contractor to wash bins in a mobile bin-wash vehicle)

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 19 of 24

CLAYTON UTZ

AN707362P
03/04/2017 $92.70 173

3.4 Design and Aesthetics of Waste Storage Areas and Equipment

Waste shall be placed within collection bins and stored hidden from external view. Following waste collection activities, bins shall be returned to the storage areas as soon as practicable

Bin areas shall be constructed of durable materials and finishes and maintained to ensure that the aesthetics of the development are not compromised.

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 20 of 24

AN707362P
03/04/2017 $92.70 173

4 MANAGEMENT AND SUSTAINABILITY

4.1 Waste Sorting, Transfer, and Collection Responsibilities

Garbage shall be placed within tied plastic bags prior to transferring into the collection bins. Cardboard shall be flattened and recycling containers un-capped, drained, and rinsed prior to disposal into the appropriate bin. Bagged recycling is not permitted

Refer to Section 2 for waste transfer requirements and collection arrangements

4.2 Facility Management Provisions to Maintain & Improve the Waste System

The operator shall manage site operations (refer to the glossary in page 2)

It shall be the responsibility of the operator and residents to maintain all waste areas and components, to the satisfaction of residents and the relevant authority (residents shall maintain their internal waste receptacles)

The operator shall ensure that maintenance and upgrades are carried-out on the facility and components of the waste system. When required the operator shall engage an appropriate contractor to conduct services, replacements, or upgrades.

4.3 Arrangements for Protecting Waste Equipment from Theft and Vandalism

It shall be the responsibility of the operator to protect the equipment from theft and vandalism. This shall include the following initiatives

- Store bins out of public view
- Label the bins according to property address.
- Waste bins shall be placed on kerbside no-sooner than the night before the collection (and promptly returned to the storage areas after the collection)

4.4 Arrangements for Bins/Equipment Labelling and Ensuring Users and Staff are Aware of How to Use the Waste System Correctly

- The operator shall provide appropriate signage for the bins. Signage is available at the following internet address www.sustainability.vic.gov.au
- The operator shall publish/distribute "house rules" and educational material to
  - Inform users/staff about the waste management system and the use/location of the associated equipment (provide the summary in page 2 of this report).
  - Improve facility management results (lessen equipment damage, reduce littering and achieve cleanliness)
  - Advise users/staff to sort and recycle waste with care to reduce contamination of recyclables

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 21 of 24

CLAYTON UTZ

AN707362P
03/04/2017 $92.70 173

4.5 Sustainability and Waste Avoidance/Reuse/Reduction Initiatives

The *Environment Protection Act 1970* includes principles of environment protection and guidance for waste management decision making. Also, the *Sustainability Victoria Act 2005* established Sustainability Victoria as the statutory authority for delivering programs on integrated waste management and resource efficiency.

From a design perspective, the development shall support the acts by providing an adequate waste system with ability to sort waste.

The operator shall promote the observance of the acts (where relevant and practicable) and encourage users and staff to participate in minimising the impact of waste on the environment. For improved sustainability, the operator shall consider the following:

- Observe the waste hierarchy in the *Environment Protection Act 1970* (in order of preference) a) waste avoidance b) reuse, c) recycle, d) recovery of energy, e) treatment, f) containment and g) disposal
- Peruse the Sustainability Victoria website www.sustainability.vic.gov.au.
- Participate in Council and in-house programs for waste minimisation
- Establish waste reduction and recycling targets, including periodic waste audits, keeping records, and monitoring of the quantity of recyclables found in landfill-bound bins (sharing results with users/staff).

4.6 Waste Management Plan Revisions

For any future appropriate council request, changes in legal requirements, changes in the development's needs and/or waste patterns (waste composition, volume, or distribution), or to address unforeseen operational issues, the operator shall be responsible for coordinating the necessary Waste Management Plan revisions, including (if required):

- A waste audit and new waste strategy
- Revision of the waste system (bin size/quantity/streams/collection frequency)
- Re-education of users/staff.
- Revision of the services provided by the waste collector(s).
- Any necessary statutory approval(s)

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 22 of 24

AN707362P
03/04/2017 $92.70 173

5 SUPPLEMENTARY INFORMATION

- The operator shall ensure that bins are not overfilled or overloaded
- Waste incineration devices are not permitted, and offsite waste treatment and disposal shall be carried-out in accordance with regulatory requirements
- For bin traffic areas, either level surfaces (smooth and without steps) or gentle ramps are recommended, including a roll-over kerb or ramp. Should ramp gradients, bin weight, and/or distance affect the ease-safety of bin transfers, the operator shall consider the use of a suitable tug
- The operator and waste collector shall observe all relevant OH&S legislation, regulations, and guidelines. The relevant entity shall define their tasks and
  - Comply with Worksafe Victoria's Occupational Health and Safety Guidelines for the Collection, Transport and Unloading of Non-hazardous Waste and Recyclable Materials (June 2003)
  - Assess the Manual Handling Risk and prepare a Manual Handling Control Plan for waste and bin transfers (as per regulatory requirements and Victorian COP for Manual Handling).
  - Obtain and provide to staff/contractors equipment manuals, training, health and safety procedures, risk assessments, and adequate personal protective equipment (PPE) to control/minimise risks/hazards associated with all waste management activities. As a starting point, these documents and procedures shall address the following

Task (to be confirmed)	Hazard (TBC)	Control Measures (TBC)
Sorting waste and cleaning the waste system	Bodily puncture Biological & electrical hazards	Personal protective equipment (PPE) Develop a waste-sorting procedure
Bin manual handling	Sprain, strain, crush	PPE Maintain bin wheel-hubs. Limit bin weight Provide mechanical assistance to transfer bins
Bin transfers and emptying into truck	Vehicular strike, run-over	PPE Develop a Hazard Control Plan for transfers and collections Maintain visibility Use a mechanical bin-tipper
Truck access	Vehicular incident, strike, run over	PPE Use a trained spotter Develop a truck manoeuvring and traffic control procedure

Note The above shall be confirmed by a qualified OH&S professional who shall also prepare site-specific assessments, procedures, and controls (refer to Section 6)

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 23 of 24

AN707362P
03/04/2017 $92.70 173

6 CONTACT INFORMATION

Hume City Council (local council), ph 03 9205 2200

JJ Richards & Sons (private waste collector), ph 03 9703 5222

Speedie Waste (private waste collector) ph 03 9305 2265

Solution for Workplace Health and Safety (OH&S consultant), ph 0425 802 669

Note The above includes a complimentary listing of contractors and equipment suppliers The stakeholders shall not be obligated to procure goods/services from these companies Leigh Design does not warrant (or make representations for) the goods/services provided by these suppliers

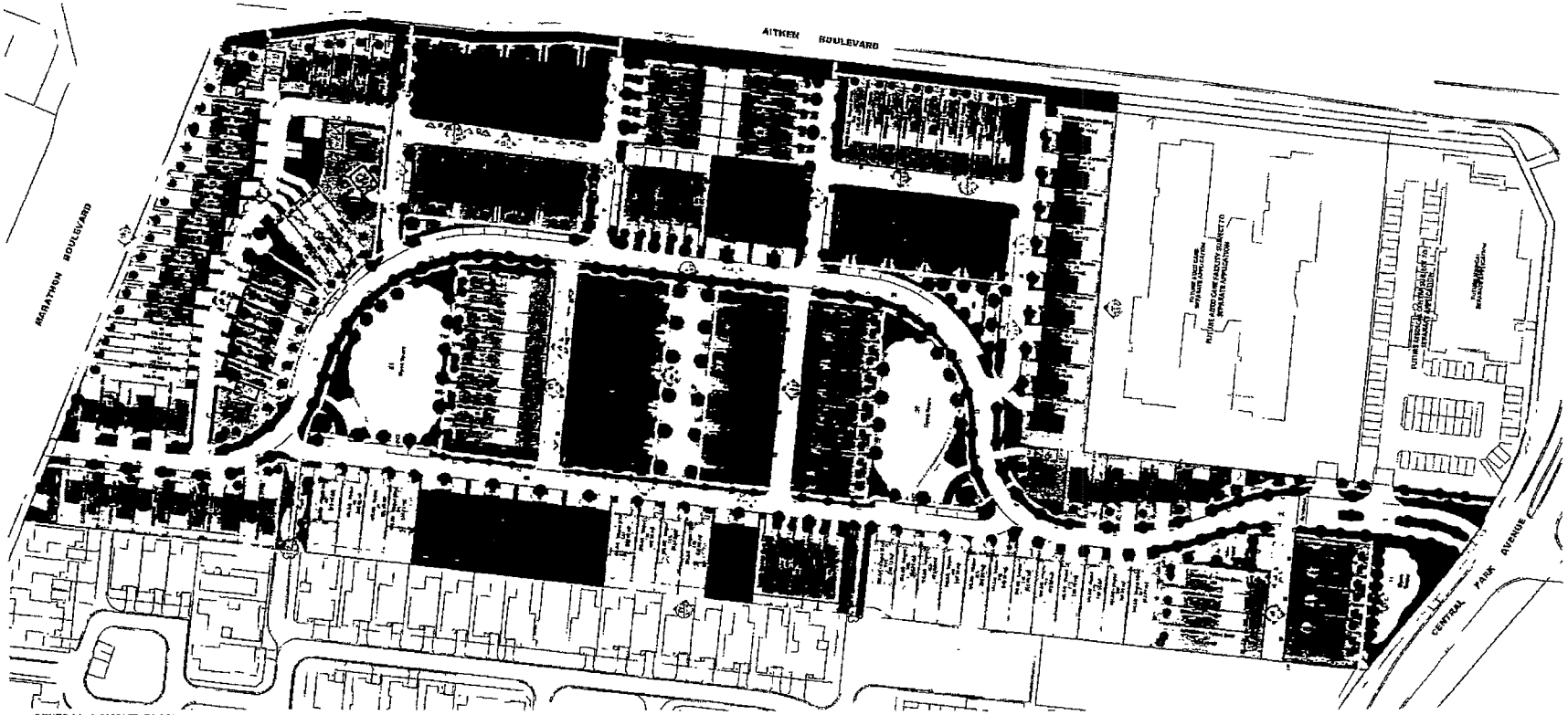
7 LIMITATIONS

The purpose of this report is to document a Waste Management Plan, as part of a Planning Permit Application.

This report is based on the following conditions

- Operational use of the development (excludes demolition/construction stages)
- Drawings and information supplied by the project architect
- The figures presented in this report are estimates only. The actual amount of waste will depend on the development's occupancy rate and waste generation intensity, the user's disposition toward waste and recycling and the operator's approach to waste management. The operator shall make adjustments, as required based on actual waste volumes (if the actual waste volume is greater than estimated then the number of bins and/or the number of collections per week shall be increased STCA)
- This report shall not be used to determine forecast operational costs, or to prepare feasibility studies, or to document operational safety procedures

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 24 of 24



1 GENERAL LAYOUT PLAN
SCALE 1:500 at A0

0 10 20 30 40 50

GENERAL NOTES

DRAWING LEGEND

Spring Reference Marker

Tree

Green Open Space

Pedestrian Walkway

Roadway

Overall Road

Private Road

Garage Entry Marker

Electrical Box

Bins

Lighting

Mail Box

GENERAL NOTE:

Windows at first floor level that overlook a excluded private open space or a habitable room window of an adjoining dwelling and have a window sill height of 1.7 metres above finished floor level are to be screened to a height of 1.7 metres above finished floor level.

SITE PLANS ARE TO BE READ IN CONJUNCTION WITH THE METRICON PRODUCT GUIDE. REFER TO THE GUIDE FOR DETAILED PLANS, ELEVATIONS AND MATERIAL/ COLOUR SCHEMES FOR EACH INDIVIDUAL DWELLING TYPE.

REFER TO LANDSCAPE PLANS FOR STREETSCAPE AND PLANTING LAYOUTS

METRICON DWELLING SCHEDULE

METRICON DWELLING TYPES

REFER TO THE METRICON PRODUCT GUIDE FOR FLOOR PLANS, ELEVATIONS AND COLOUR SCHEMES FOR EACH DWELLING TYPE.

SITE COVERAGE AREAS

MAIL BOX ELEVATION

AN707362P
03/04/2017 $92.70 173

Issue	Description	Date
A	Planning Proof	29.10.16
B	Updated General Layout Plan	21.07.16
C	Updated General Layout Plan	19.11.16

Consultant Company
Consultant Company
Consultant Company

Stockland

Stockland

GSA

Group GSA Pty Ltd
15 Gray Street Collingwood Victoria Australia 3066
www.groupgsa.com
T + 613 9416 5859 F + 613 9416 5856

architecture interior design urban design landscape
Town Site
Townside

General Layout Plan

Scale	Job No.	Drawing No.	Rev
	15369	A1.1	C

Imaged Document Cover Sheet

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

Document Type	**instrument**
Document Identification	**AQ301686X**
Number of Pages (excluding this cover sheet)	**25**
Document Assembled	**17/10/2017 15:42**

Copyright and disclaimer notice:
© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. The State of Victoria accepts no responsibility for any subsequent release, publication or reproduction of the information.

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

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 1 of 25

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

Section 181 Planning and Environment Act 1987

AQ301686X
02/10/2017 $94.60 173

Lodged by

Name: Stockland Development Pty Ltd

Phone:9095 5074

Address: Level 7/452 Flinders Street Melbourne

Reference: Alison Calleja

Customer Code: 2944C

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

Land: Lot E on Plan of Subdivision No. PS742716Q ~~being part of the~~ on land Described in Certificate of Title Volume ~~11651~~ 11838 Folio ~~947~~ 031

DB

Responsible authority: Hume City Council

Section and Act under which agreement made : Section 173

A copy of the agreement is attached to this application:

Date: ~~3/7/2017~~ 21/09/2017

Signature for responsible authority: _____

Name of officer: Patrick Mora
(full name)

Job Title: Acting Manager Statutory Planning and Building Control Services

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 2 of 25

CLAYTON UTZ

AQ301686X
02/10/2017 $94.60 173

Section 173 Agreement

Stockland Highlands Pty Ltd
ACN 097 352 200
Owner

Hume City Council

Land: Townside, 440 Craigieburn Road, Craigieburn

The Clayton Utz contact for this document is
Sharene Hambur on +61 3 9286 6921

Clayton Utz
Lawyers
Level 18 333 Collins Street Melbourne VIC 3000 Australia
DX 38451 333 Collins VIC
T +61 3 9286 6000 F +61 3 9629 8488

www.claytonutz.com

Our reference 14826/210/00003333

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 3 of 25

CLAYTON UTZ

AQ301686X
02/10/2017 $94.60 173

Contents

1. Definitions and interpretations **1**

1.1 Definitions 1
1.2 Interpretation 2

2. Agreement under section 173 of the Act **3**

3. Commencing and effect of agreement **3**

3.1 Commencing and termination of agreement 3
3.2 Covenants 3

4. Waste Management Plan **4**

5. Owner's Warranties **4**

6. Registration **4**

6.1 Registration 4
6.2 Notice 4

7. Non-compliance **4**

8. Disputes **4**

8.1 Dispute resolution 4
8.2 Unresolved dispute 5

9. General **6**

9.1 Further acts 6
9.2 Counterparts 6
9.3 Successors in title 6
9.4 Council's costs to be paid 6
9.5 Governing law 6
9.6 Jurisdiction 6
9.7 Amendments 6
9.8 Notices 7

10. GST **7**

10.1 Interpretation 7
10.2 GST exclusive amount 8
10.3 Creditable acquisition 8
10.4 Tax invoice 8

Annexure A **9**

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 4 of 25

AQ301686X
02/10/2017 $94.60 173

This Agreement made on 8th January **2016**

Parties **Stockland Highlands Pty Ltd ACN 097 522 200** of Level 7, 45 Melbourne

("**Owner**")

Hume City Council of 1079 Pascoe Vale Road, Broadmeadows

("**Council**")

Background

A. The Owner is registered as the proprietor of the Land.

B. The Council is the responsible authority under the Act for the administration and enforcement of the Scheme which applies to the Land.

C. The Council has issued the Planning Permit.

D. The Planning Permit, amongst other things, requires the Owner to enter into this Agreement to provide for the matters set out in condition 4 of the Planning Permit.

E. The Council and the Owner have agreed to enter into this Agreement to give effect the requirements of condition 4 of the Planning Permit.

F. The Land is not encumbered by any mortgage.

G. The Council and the Owner have agreed that without limiting or restricting their respective powers to enter into this Agreement and in so far as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.

Operative provisions

1. Definitions and interpretations

1.1 Definitions

In this Agreement unless expressed or implied to the contrary:

"**Act**" means the Planning and Environment Act 1987.

"**Agreement**" means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement.

"**Business Day**" means any day other than a Saturday, Sunday or bank or public holiday in Melbourne.

"**Commencement Date**" means the date on which this Agreement is executed by the Owner and the Council.

"**Dispute Notice**" means a notice given by a party under clause 8.1 which must:

(a) be in writing, be in English and be dated;

(b) state that it is a Dispute Notice served under clause 8.1 of this Agreement;

(c) give a detailed description of the matter in dispute.

AQ301686X
02/10/2017 $94.60 173

"GST Act" means A New Tax System(Goods and Services Tax) Act 199

"Land" means Lot E on Plan of Subdivision No. PS 742716Q ~~being part of the~~ land ... in Certificate of Title Volume ~~11651~~ 11838 Folio ~~947~~ 031.

"Owner" means the person or persons from time to time registered or entitled to be registered as the proprietor of an estate in fee simple in the Land or any part of it.

"Planning Permit" means planning permit number P19189 issued by the Council on 17 June 2016.

"Scheme" means the Hume Planning Scheme.

"Waste Management Plant" means the Waste Management Plan prepared by Leigh Design and dated 28 October 2015 a copy of which is attached to this Agreement as **Annexure A.**

1.2 Interpretation

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

(a) undefined terms or words have the meanings given to them in the Act or the Scheme;

(b) the singular includes the plural and vice versa;

(c) a gender includes the other gender;

(d) a reference to a person includes a reference to a firm, corporation or other corporate body;

(e) if a party consists of more than one person this Agreement binds them jointly and each of them severally;

(f) a reference to a 'planning scheme' or 'the Scheme' includes any amendment, consolidation, or replacement of such scheme and any document incorporated by reference into such scheme;

(g) a reference to a statute includes any statutes amending, consolidating or replacing those statutes and any regulations made under the statutes;

(h) where, in this Agreement, the Council may exercise any power, duty or function, that power may be exercised on behalf of the Council by an authorised or delegated officer;

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

(j) the recitals to this Agreement form part of this Agreement;

(k) no word, words or provision shall operate to limit or in any way prejudice the effect of any other word, words or provision unless it is expressly provided otherwise;

(l) a reference to "writing" or "written" and any words of similar import include printing, typing, lithography and any other means of reproducing characters in tangible and visible form, including any communication effected through any electronic medium if such communication is subsequently capable of reproduction in tangible or visible form;

AQ301686X
02/10/2017 $94.60 173

(m) if the day or last day for doing anything or on which an entitlement is due to arise is not a Business Day, the day or last day for doing the thing or date on which the entitlement arises shall for the purposes of this Deed be the next Business Day;

(n) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;

(o) a reference to an agreement or a document is to that agreement or document as amended, novated, supplemented, varied or replaced from time to time except to the extent prohibited by this Agreement;

(p) a reference to any thing includes the whole and each part of it;

(q) "include" (in any form) when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind;

(r) a reference to "$" or "dollar" is to Australian currency;

(s) where a party covenants, promises, undertakes or agrees to:

(i) perform; or

(ii) refrain from doing or carrying out,

some act or thing that party must:

(iii) procure that their respective contractors, employees and agents perform such act or thing; or

(iv) refrain from so doing or carrying out such act or thing;

(t) a provision must not be interpreted to the disadvantage of a party because that party (or its representative) drafted that provision.

(u) if a reference is made to any person, body or Authority and that person, body or Authority has ceased to exist, then the reference is deemed to be a reference to the person, body or Authority that then serves substantially the same objects as the person, body or Authority that has ceased to exist; and

(v) a reference to the President of a person, body or Authority shall, in the absence of a President, be read as a reference to the senior officer for the time being of the person, body or Authority or such other person fulfilling the duties of President.

2. Agreement under section 173 of the Act

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

3. Commencing and effect of agreement

3.1 Commencing and termination of agreement

This Agreement commences on the Commencement Date.

3.2 Covenants

(a) The Owner's obligations under this Agreement will take effect as separate and several covenants which will be annexed to and run at law and equity with the Land.

AQ301686X
02/10/2017 $94.60 173

(b) If the Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a Lot is only responsible for those covenants and obligations which relate to that Lot.

4. Waste Management Plan

(a) The Owner must ensure that the Waste Management Plan is implemented for the Land.

(b) The Waste Management Plan may only be amended with the prior written consent of the Council.

5. Owner's Warranties

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

6. Registration

6.1 Registration

The Owner:

(a) consents to the Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the folio of the Register which relates to the Land in accordance with Section 181 of the Act; and

(b) will do all things necessary to enable the Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

6.2 Notice

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

7. Non-compliance

If the Owner has not complied with this Agreement within 20 Business Days after service of a notice by the Council specifying any non-compliance, the Owner covenants:

(a) to allow the Council its officers, employees, contractors or agents to enter the Land and rectify the non-compliance;

(b) to pay to the Council on demand, the Council's reasonable costs and expenses incurred as a result of the non-compliance.

8. Disputes

8.1 Dispute resolution

If a dispute arises between the parties in relation to any matter arising out of or in connection with this Agreement, the parties must negotiate to resolve the dispute within 20 Business Days of one party giving a Dispute Notice to the other party.

AQ301686X
02/10/2017 $94.60 173

8.2 Unresolved dispute

(a) If the parties cannot resolve the dispute within 25 Business Days after the date of receipt of the Dispute Notice then the parties must refer the dispute for determination by an independent expert agreed by the parties or failing agreement within 25 Business Days of the service of the Dispute Notice, the independent expert must be:

(i) for a matter of law, a practising barrister or solicitor appointed by the President of the Law Institute of Victoria;

(ii) for a financial or accountancy matter, a practising chartered accountant appointed by the President of the Victorian Division of the Institute of Chartered Accountants in Australia;

(iii) for a matter connected with the construction of any part of any improvements on the Land, a practising architect appointed by the President of the Victorian Chapter of the Royal Australian Institute of Architects;

(iv) for a matter connected with the cost of construction of any improvements on the Land, a practising quantity surveyor appointed by the President of the Victorian Chapter of the Australian Institute of Quantity Surveyors;

(v) for any other matter, a qualified person appointed by the President of an appropriate association, institute, society or board;

or, if appropriate and the parties agree, the dispute may be referred to a panel of experts representing more than one of the appropriate skills.

(b) The parties agree to appoint the independent expert on the following terms:

(i) the independent expert shall act as an expert and not as an arbitrator;

(ii) the independent expert shall determine the dispute:

A. on the basis of the rights and obligations set out in this Agreement; and

B. having regard to all relevant factors and circumstances, including any relevant industry or commercial practices;

(iii) the independent expert shall retain experts in other fields to assist in the determination of the dispute when the independent expert considers it to be necessary or appropriate;

(iv) the determination of the independent expert shall be final and binding on the parties;

(v) the cost of the determination shall be borne equally by the parties;

(vi) the parties may be legally represented at any hearing before the independent expert;

(vii) the parties may make written or oral submissions to the independent expert personally or through legal representatives or other consultants;

(viii) the independent expert will be required to hand down his decision within 20 Business Days of his appointment;

AQ301686X
02/10/2017 $94.60 173

(ix) the independent expert must have at least 10 years current and continuous standing in the expert's profession at the date of appointment.

(c) A party will not be entitled to commence or maintain any action in relation to any dispute until determination of that dispute in accordance with this clause except for urgent injunctive or declaratory relief.

9. General

9.1 Further acts

Each party must promptly sign any documents and do anything else reasonably necessary to give effect to this Agreement.

9.2 Counterparts

This Agreement may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes an original of this Agreement, and all together constitute one agreement.

9.3 Successors in title

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

(a) give effect to, do all acts and sign all documents requiring those successors to give effect to this Agreement; and

(b) execute a deed agreeing to be bound by this Agreement.

9.4 Council's costs to be paid

The Owner covenants to pay to the Council the Council 's reasonable costs and expenses of and incidental to the preparation and registration of this Agreement.

9.5 Governing law

This Agreement is governed by and must be construed according to the law applying in Victoria.

9.6 Jurisdiction

Each party irrevocably:

(a) submits to the non exclusive jurisdiction of the courts of Victoria, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this Agreement; and

(b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum.

9.7 Amendments

This Agreement may only be varied by a document signed by or on behalf of each party.

AQ301686X
02/10/2017 $94.60 173

9.8 Notices

Each communication (including each notice, consent, approval, request and demand) under or in connection with this Agreement:

(a) must be in writing, be in English and dated;

(b) must be addressed as follows (or as otherwise notified by that party to each other party from time to time):

Council

Name: Hume City Council
Address: 1079 Pascoe Vale Road
Broadmeadows Vic 3047

Fax: (03) 9309 0109
For the attention of: Christopher Bryce

Owner

Name: Stockland Highlands Pty Ltd
Address: Level 7, 452 Flinders Street
Melbourne Vic 3000

Fax: (03) 86845450
For the attention of: Gilbert Santana

(c) must be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;

(d) must be delivered by hand or posted by prepaid post to the address, or sent by fax to the number, of the addressee, in accordance with clause 9.8(b); and

(e) is taken to be received by the addressee:

(i) (in the case of prepaid post sent to an address in the same country) on the third day after the date of posting;

(ii) (in the case of prepaid post sent to an address in another country) on the fifth day after the date of posting by airmail;

(iii) (in the case of fax) at the time in the place to which it is sent equivalent to the time shown on the transmission confirmation report produced by the fax machine from which it was sent; and

(iv) (in the case of delivery by hand) on delivery,

but if the communication is taken to be received on a day that is not a Business Day or after 5.00 pm, it is taken to be received at 9.00 am on the next Business Day.

10. GST

10.1 Interpretation

Expressions used in this clause and in the GST Act have the same meanings as when used in the GST Act.

AQ301686X
02/10/2017 $94.60 173

CLAYTON UTZ

10.2 GST exclusive amount

Except where this Agreement states otherwise, each amount payable by a Recipient under this Agreement in respect of a taxable supply by a Supplier is expressed as a GST exclusive amount and the Recipient must, in addition to that amount and at the same time, pay to the Supplier the GST payable in respect of the supply.

10.3 Creditable acquisition

An amount payable by a Recipient in respect of a creditable acquisition by a Supplier from a third party must not exceed the sum of the value of the Supplier's acquisition and the additional amount payable by the Recipient under clause 10.2 on account of the Supplier's GST liability.

10.4 Tax invoice

A party is not obliged, under this to pay the GST on a taxable supply to it under this Agreement until given a valid tax invoice for the supply.

Signed as an agreement
Signed for and on behalf of **Stockland Highlands Pty Ltd ACN 097 352 200** by its attorney under a power of attorney dated 11 May 2011 registered in Victoria with Permanent Order book No. 277 Page 030 Item 27 in the presence of:

Signature of witness

Signature of attorney who declares that the attorney has not received any notice of the revocation of the power of attorney

Gilbert Santana

Full name of witness

Benjamin Leo Cantwell

Full name of attorney

Signed by and on behalf and with the authority of the Hume City Council by, Kirsty Miller, Manager Statutory Planning And Building Control Services, in the exercise of a power conferred by an instrument of delegation in the presence of:

Signature of Witness

JULIE SCHULTZ

Full Name of Witness

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 12 of 25

AQ301686X
02/10/2017 $94.60 173

CLAYTON UTZ

Annexure A

Waste Management Plan

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 13 of 25

AQ301686X
02/10/2017 $94.60 173

CLAYTON UTZ

LEIGH DESIGN

waste management plans for all urban developments

Leigh Design Pty Ltd
ABN 37 139 522 437
PO Box 2599
Mt Waverley VIC 3149
P +61 3 9888 3943
M +61 0410 456 510
E info@leighdesign.com.au
I www.leighdesign.com.au

WASTE MANAGEMENT PLAN

Proposed Development: Townside
Craigieburn, Victoria

Prepared for:
Stockland Development Pty Ltd

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 14 of 25

AQ301686X
02/10/2017 $94.60 173

CLAYTON UTZ

TABLE OF CONTENTS

SECTION		PAGE No.
Waste Management Summary		2
1	Space and System for Waste Management	3
2	Access for Users, Collectors, and Collection Vehicles	5
3	Amenity, Local Environment, and Facility Design	6
4	Management and Sustainability	8
5	Supplementary Information	10
6	Contact Information	11
7	Limitations	11

WASTE MANAGEMENT SUMMARY

- The operator, as defined below, shall be responsible for managing the waste system and for developing and implementing adequate safe operating procedures
- Waste shall be stored within the development (hidden from external view)
- Residents shall sort their waste and dispose garbage and recyclables into their collection bins.
- The operator shall engage a private contractor to collect waste along the development's internal roads. Residents shall transfer collection bins between their tenements and designated collection zones

GLOSSARY

Operator: refers to the Owners Corporation, who shall manage site operations (via staff and contractors, if required).

User: refers to residents, who shall utilise the waste system

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 15 of 25

AQ301686X
02/10/2017 $94.60 173
CLAYTON UTZ

1 SPACE AND SYSTEM FOR WASTE MANAGEMENT

1.1 Development Description and Use

This development shall consist of residential townhouses (refer to Table 1).

1.2 Estimated Garbage and Recycling Generation

The following table summarises the waste estimate (m^3/week).

Table 1. Waste Estimate

Waste Source	Base Qty (est.)	Garbage	Commingled Recycling
Townhouses	No. of units = 198	15.84	23.76
TOTAL (m^3/wk)		**15.84**	**23.76**

Note: Waste figures are based on Council's household bin allowance.

1.3 Collection Services

Waste shall be collected privately. The operator shall choose a waste collection provider, negotiate a service agreement, and pay for these services.

1.4 Location, Equipment, and System Used for Managing Waste

The waste management system is summarised as follows.

- Internal receptacles for garbage and recycling
- Collection bins (kept within the garage or courtyard of each dwelling of each tenement - refer to Table 2).

The various collection waste-streams are summarised as follows.

Garbage: General waste shall be placed in tied plastic bags and stored within bins.

Recycling: All recyclables shall be commingled into a single type of collection bin (for loose paper, cardboard, PET, glass, aluminum, steel, and HDPE containers).

Green Waste: Garden organics shall be collected and disposed by the future landscape maintenance contractor (alternatively, private green waste bins shall be considered).

Compost: Residents shall consider composting within private courtyards.

Other Waste Streams: The disposal of hard/electronic/liquid and other wastes (polystyrene, batteries, paint, chemicals and detox items, etc) shall be organised with the assistance of the operator.

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 16 of 25

AQ301686X
02/10/2017 $94.60 173

The following table summarises bin quantity capacity, collection frequency, and area requirements (based on Table 1):

Table 2: Bin Schedule and Collection Frequency

Waste Source	Waste Stream	Bin Qty	Bin Litres	Collections per Week	Net Area m^2
Townhouses (dedicated bins)	Garbage	198	80	1	$1m^2$ per dwelling
	Comm. Recyc.	198	240	Fortnightly	
Net Waste Storage Area (excludes circulation), m^2:					**198.0**

Note: Private bins shall be sourced by the operator (either purchased from a supplier or leased from the collection contractor).

1.5 Planning Drawings, Waste Areas, and Management of the Waste System

The plans shall illustrate sufficient space for onsite bin storage, as required by the above schedule.

1.6 Collection Bin Information

The following bins shall be utilised (see Sect. 4.3 for signage requirements):

Table 3: Bin Details

Capacity (litres)	Height (mm)	Width (across front, mm)	Depth (side on, mm)	Empty Weight (kg)	Average* Gross Weight (kg)
80	860	450	530	9	19
240	1060	585	730	13	45

Notes

- * = Average Gross Weight is based on domestic waste studies (which vary subject to locality and waste-type) Expect greater weight for wet or compacted waste.
- Use the above details as a guide only – variations will occur The above is based on Sulo plastic (HDPE) bins.

Table 4: Hume Colour Coding

Bin	Garbage	Commingled Recycling	Green Waste
Lid	Green	Dark Green	Maroon
Body	Green	Dark Green	Maroon

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 17 of 25

AQ301686X
02/10/2017 $94.60 173
CLAYTON UTZ

2 ACCESS FOR USERS, COLLECTORS, AND COLLECTION VEHICLES

2.1 User Access to Waste Facilities

Residents shall dispose sorted garbage and recyclables into their collection bins.

2.2 Collection Arrangements and Access to Waste Facilities

- Waste shall be collected along the development's internal roads
- Prior to the collection, residents shall transfer collection bins from their tenements to designated kerbside collection zones (refer to the Ground Floor Plan). Once collected, residents shall move the bins back into their premises (bins shall not be left-out more than a 24 hour period). The operator shall carry-out bin transfers for residents that require assistance with this task.
- The waste collection shall be carried-out by rear-lift vehicles (nom. 8.8m long, 4m operational height, and 24 tonnes gross vehicle mass)
- For improved safety, waste collections shall be carried-out during off-peak traffic periods.

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 18 of 25

AQ301686X
02/10/2017 $94.60 173

3 AMENITY, LOCAL ENVIRONMENT, AND FACILITY DESIGN

3.1 Noise Minimisation Initiatives

- Collection bins shall feature rubber castors for quiet rolling during transfers.
- Local laws shall be observed for all operations in public and private areas.
- For private services, the hours of waste collections shall be as specified in council's local laws. Also, Section 5 of the Victorian EPA Noise Control Guideline Publication 1254 (see below) shall be observed to protect the acoustic amenity of the development and surroundings.

Victorian EPA Noise Control Guideline Publication 1254 October 2008 (excerpt)

[Section] 5 Domestic Refuse Collection

The main annoyance produced by domestic refuse collections occurs in the early morning (i.e. before 7 00am). Therefore, if possible, routes should be selected to provide the least impact on residential areas during that time.

Collection of refuse should be restricted to the following criteria.

- Collection occurring once a week should be restricted to the hours. 6am to 6pm Monday to Saturday
- Collections occurring more than once a week should be restricted to the hours 7am to 6pm Monday to Saturday
- Compaction should only be carried out while on the move.
- Bottles should not be broken up at the point of collection
- Routes which service entirely residential areas should be altered regularly to reduce early morning disturbance.
- Noisy verbal communication between operators should be avoided where possible

3.2 Litter Reduction and Prevention of Stormwater Pollution

The operator and residents shall be responsible for

- Promoting adequate waste disposal into the bins (to avoid waste-dumping).
- Storing bins out of public view
- Preventing overfilled bins, keeping lids closed.
- Abating any site litter and taking action to prevent dumping and or unauthorised use of waste areas.
- Requiring the collection contractor to clean-up any spillage that might occur when clearing bins

The above will minimise the dispersion of site litter and prevent stormwater pollution (thus avoiding impact to the local amenity and environment).

3.3 Ventilation, Washing, and Vermin-Prevention Arrangements

Bin areas shall be ventilated to reduce odour

Residents shall regularly clean their bin areas and keep the bin lids closed.

For hygienic reasons, residents shall wash their bins when required, disposing wash-water on landscaped areas (alternatively, the operator shall engage a suitable contractor to wash bins in a mobile bin-wash vehicle).

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 19 of 25

AQ301686X
02/10/2017 $94.60 173

3.4 Design and Aesthetics of Waste Storage Areas and Equipment

Waste shall be placed within collection bins and stored hidden from external view Following waste collection activities, bins shall be returned to the storage areas as soon as practicable

Bin areas shall be constructed of durable materials and finishes, and maintained to ensure that the aesthetics of the development are not compromised

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 20 of 25

AQ301686X
02/10/2017 $94.60 173

4 MANAGEMENT AND SUSTAINABILITY

4.1 Waste Sorting, Transfer, and Collection Responsibilities

Garbage shall be placed within tied plastic bags prior to transferring into the collection bins. Cardboard shall be flattened and recycling containers un-capped, drained, and rinsed prior to disposal into the appropriate bin. Bagged recycling is not permitted.

Refer to Section 2 for waste transfer requirements and collection arrangements

4.2 Facility Management Provisions to Maintain & Improve the Waste System

The operator shall manage site operations (refer to the glossary in page 2).

It shall be the responsibility of the operator and residents to maintain all waste areas and components, to the satisfaction of residents and the relevant authority (residents shall maintain their internal waste receptacles)

The operator shall ensure that maintenance and upgrades are carried-out on the facility and components of the waste system. When required, the operator shall engage an appropriate contractor to conduct services, replacements, or upgrades

4.3 Arrangements for Protecting Waste Equipment from Theft and Vandalism

It shall be the responsibility of the operator to protect the equipment from theft and vandalism. This shall include the following initiatives:

- Store bins out of public view
- Label the bins according to property address.
- Waste bins shall be placed on kerbside no-sooner than the night before the collection (and promptly returned to the storage areas after the collection).

4.4 Arrangements for Bins/Equipment Labelling and Ensuring Users and Staff are Aware of How to Use the Waste System Correctly

- The operator shall provide appropriate signage for the bins. Signage is available at the following internet address www.sustainability.vic.gov.au
- The operator shall publish/distribute "house rules' and educational material to.
  - Inform users/staff about the waste management system and the use/location of the associated equipment (provide the summary in page 2 of this report).
  - Improve facility management results (lessen equipment damage, reduce littering, and achieve cleanliness).
  - Advise users/staff to sort and recycle waste with care to reduce contamination of recyclables.

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 21 of 25

AQ301686X
02/10/2017 $94.60 173

4.5 Sustainability and Waste Avoidance/Reuse/Reduction Initiatives

The *Environment Protection Act 1970* includes principles of environment protection and guidance for waste management decision making. Also, the *Sustainability Victoria Act 2005* established Sustainability Victoria as the statutory authority for delivering programs on integrated waste management and resource efficiency.

From a design perspective, the development shall support the acts by providing an adequate waste system with ability to sort waste.

The operator shall promote the observance of the acts (where relevant and practicable) and encourage users and staff to participate in minimising the impact of waste on the environment. For improved sustainability, the operator shall consider the following:

- Observe the waste hierarchy in the *Environment Protection Act 1970* (in order of preference) a) waste avoidance, b) reuse, c) recycle, d) recovery of energy e) treatment, f) containment, and g) disposal.
- Peruse the Sustainability Victoria website www.sustainability.vic.gov.au
- Participate in Council and in-house programs for waste minimisation.
- Establish waste reduction and recycling targets including periodic waste audits keeping records, and monitoring of the quantity of recyclables found in landfill bound bins (sharing results with users/staff).

4.6 Waste Management Plan Revisions

For any future appropriate council request, changes in legal requirements, changes in the development's needs and/or waste patterns (waste composition, volume or distribution), or to address unforeseen operational issues, the operator shall be responsible for coordinating the necessary Waste Management Plan revisions including (if required):

- A waste audit and new waste strategy
- Revision of the waste system (bin size/quantity/streams/collection frequency)
- Re-education of users/staff
- Revision of the services provided by the waste collector(s).
- Any necessary statutory approval(s)

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 22 of 25

AQ301686X
02/10/2017 $94.60 173

5 SUPPLEMENTARY INFORMATION

- The operator shall ensure that bins are not overfilled or overloaded
- Waste incineration devices are not permitted, and offsite waste treatment and disposal shall be carried-out in accordance with regulatory requirements.
- For bin traffic areas, either level surfaces (smooth and without steps) or gentle ramps are recommended, including a roll-over kerb or ramp. Should ramp gradients, bin weight, and/or distance affect the ease safety of bin transfers, the operator shall consider the use of a suitable tug.
- The operator and waste collector shall observe all relevant OH&S legislation, regulations, and guidelines. The relevant entity shall define their tasks and:
  - Comply with Worksafe Victoria's Occupational Health and Safety Guidelines for the Collection, Transport and Unloading of Non-hazardous Waste and Recyclable Materials (June 2003).
  - Assess the Manual Handling Risk and prepare a Manual Handling Control Plan for waste and bin transfers (as per regulatory requirements and Victorian COP for Manual Handling).
  - Obtain and provide to staff/contractors equipment manuals, training, health and safety procedures, risk assessments, and adequate personal protective equipment (PPE) to control/minimise risks hazards associated with all waste management activities. As a starting point, these documents and procedures shall address the following:

Task (to be confirmed)	Hazard (TBC)	Control Measures (TBC)
Sorting waste and cleaning the waste system	Bodily puncture Biological & electrical hazards	Personal protective equipment (PPE) Develop a waste-sorting procedure
Bin manual handling	Sprain, strain, crush	PPE. Maintain bin wheel-hubs. Limit bin weight. Provide mechanical assistance to transfer bins
Bin transfers and emptying into truck	Vehicular strike, run-over	PPE Develop a Hazard Control Plan for transfers and collections Maintain visibility. Use a mechanical bin-tipper
Truck access	Vehicular incident, strike, run-over	PPE. Use a trained spotter Develop a truck-manoeuvring and traffic-control procedure

Note: The above shall be confirmed by a qualified OH&S professional who shall also prepare site-specific assessments, procedures, and controls (refer to Section 6)

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 23 of 25

AQ301686X
02/10/2017 $94.60 173

6 CONTACT INFORMATION

Hume City Council (local council), ph 03 9205 2200

JJ Richards & Sons (private waste collector), ph 03 9703 5222

Speedie Waste (private waste collector), ph 03 9305 2265

Solution for Workplace Health and Safety (OH&S consultant), ph 0425 802 669

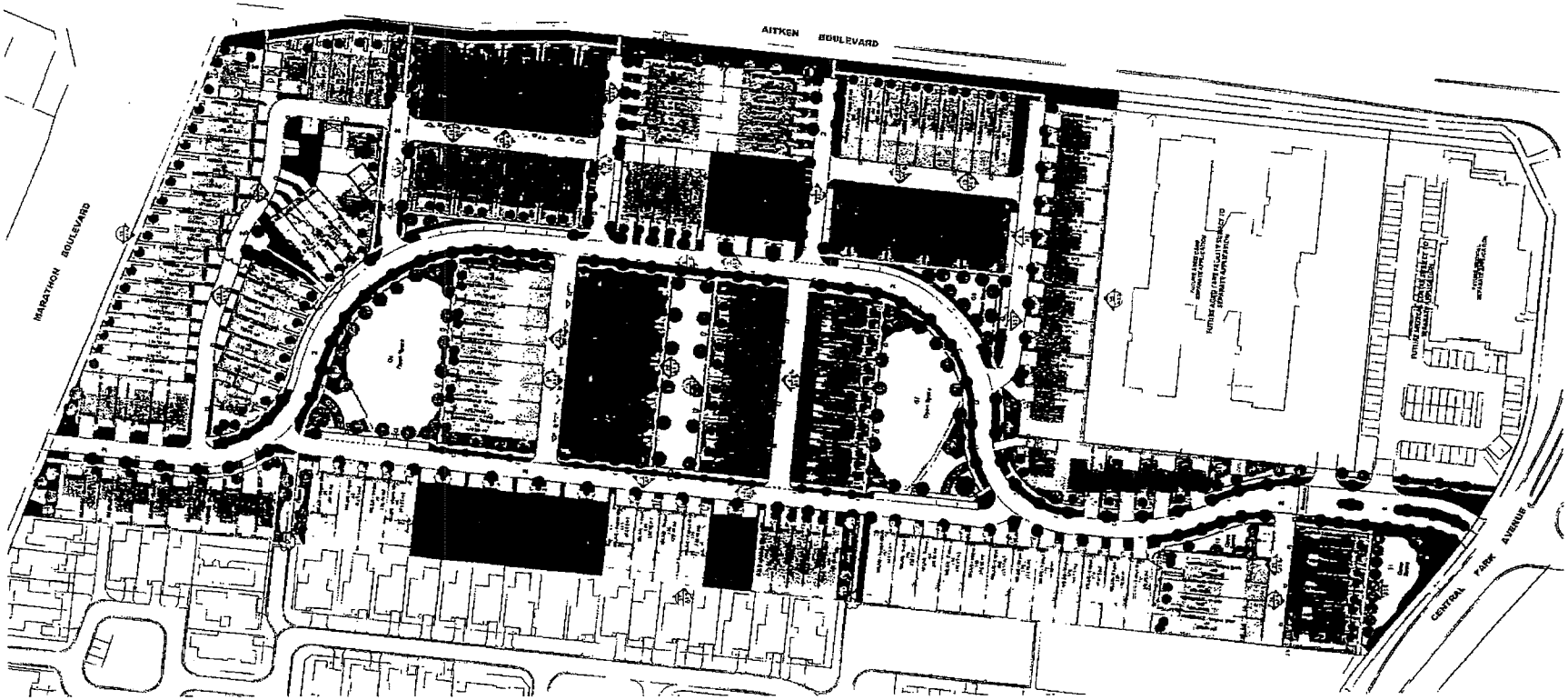
Note: The above includes a complimentary listing of contractors and equipment suppliers The stakeholders shall not be obligated to procure goods/services from these companies Leigh Design does not warrant (or make representations for) the goods/services provided by these suppliers.

7 LIMITATIONS

The purpose of this report is to document a Waste Management Plan, as part of a Planning Permit Application.

This report is based on the following conditions

- Operational use of the development (excludes demolition/construction stages)
- Drawings and information supplied by the project architect.
- The figures presented in this report are estimates only The actual amount of waste will depend on the development's occupancy rate and waste generation intensity the user's disposition toward waste and recycling, and the operator's approach to waste management. The operator shall make adjustments as required, based on actual waste volumes (if the actual waste volume is greater than estimated, then the number of bins and/or the number of collections per week shall be increased STCA)
- This report shall not be used to determine/forecast operational costs, or to prepare feasibility studies, or to document operational/safety procedures.



(1) GENERAL LAYOUT PLAN
SCALE 1:500 at A0
0 10 20 30 40 50

GENERAL NOTES

DRAWING LEGEND

METRICON DWELLING SCHEDULE

METRICON DWELLING TYPES

REFER TO THE METRICON PRODUCT GUIDE FOR FLOOR PLANS, ELEVATIONS AND COLOUR SCHEMES FOR EACH DWELLING TYPE.

SITE COVERAGE AREAS

MAIL BOX ELEVATION

GENERAL NOTE:
Windows at first floor level that overlook a secluded private open space of a habitable room window of an adjoining dwelling and have a window sill height of 1.7 metres above finished floor level are to be screened to a height of 1.7 metres above finished floor level.

SITE PLANS ARE TO BE READ IN CONJUNCTION WITH THE METRICON PRODUCT GUIDE. REFER TO THE GUIDE FOR DETAILED PLANS, ELEVATIONS AND MATERIALS/ COLOUR SCHEMES FOR EACH INDIVIDUAL DWELLING TYPE.

REFER TO LANDSCAPE PLANS FOR STREETSCAPE AND PLANTING LAYOUTS

AQ301686X
02/10/2017 $94.60 173

Townside

General Layout Plan

15369 A1.1 C

Stockland

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 24 of 25

Imaged Document Cover Sheet

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

Document Type	**plan**
Document Identification	**PS742716Q**
Number of Pages (excluding this cover sheet)	**2**
Document Assembled	**17/10/2017 15:41**

Copyright and disclaimer notice:
© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. The State of Victoria accepts no responsibility for any subsequent release, publication or reproduction of the information.

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

PLAN OF SUBDIVISION

EDITION 1 | **PS 742716Q**

LOCATION OF LAND

PARISH:	YUROKE
TOWNSHIP:	–
SECTION:	22
CROWN ALLOTMENT:	A (PART) & B (PART)
CROWN PORTION:	–
TITLE REFERENCE:	VOL 11651 FOL 947
LAST PLAN REFERENCE:	LOT B ON PS731998N
POSTAL ADDRESS: (at time of subdivision)	70 CENTRAL PARK AVENUE CRAIGIEBURN 3064
MGA 94 CO-ORDINATES: (approx. centre of land in plan)	E 315 470 N 5 837 880 Zone: 55

Council Name: Hume City Council

Council Reference Number: S007694
Planning Permit Reference: P19107
SPEAR Reference Number: S075432E

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Statement of Compliance

This is a statement of compliance issued under section 21 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988 Has not been made at Certification

Digitally signed by: Antonino Magazzu for Hume City Council on 04/11/2016

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
ROAD R1	HUME CITY COUNCIL
RESERVE No.1	HUME CITY COUNCIL

NOTATIONS

STAGING This ~~is~~/is not a staged subdivision
Planning Permit No.

DEPTH LIMITATION DOES NOT APPLY

LOTS A AND B HAVE BEEN OMITTED FROM THIS PLAN.

EASEMENT E-4 HAS BEEN OMITTED FROM THIS PLAN.

TANGENT POINTS ARE SHOWN THUS:

EASEMENT INFORMATION

LEGEND: E – Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A – Appurtenant Easement

SUBJECT LAND	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1	TRANSMISSION OF TELECOMMUNICATION SIGNALS BY UNDERGROUND CABLE	SEE DIAG	THIS PLAN	LOT D & LOT E ON THIS PLAN
E-1	CARRIAGEWAY	SEE DIAG	THIS PLAN	LOT D & LOT E ON THIS PLAN
E-2	TRANSMISSION OF TELECOMMUNICATION SIGNALS BY UNDERGROUND CABLE	SEE DIAG	THIS PLAN	LOT D & LOT E ON THIS PLAN
E-2	SUPPLY OF WATER THROUGH UNDERGROUND PIPES	SEE DIAG	THIS PLAN	LOT D & LOT E ON THIS PLAN
E-2	SUPPLY OF GAS	SEE DIAG	THIS PLAN	LOT D & LOT E ON THIS PLAN
E-3	CARRIAGEWAY	SEE DIAG	THIS PLAN	LOT D & LOT E ON THIS PLAN
E-3	DRAINAGE	SEE DIAG	THIS PLAN	LOT D & LOT E ON THIS PLAN
E-3	SEWERAGE	SEE DIAG	THIS PLAN	LOT D & LOT E ON THIS PLAN
E-3	POWERLINE	SEE DIAG	THIS PLAN - SECTION 88 ELECTRICITY INDUSTRY ACT 2000	LOT D & LOT E ON THIS PLAN
E-3	SUPPLY OF WATER THROUGH UNDERGROUND PIPES	SEE DIAG	THIS PLAN	LOT D & LOT E ON THIS PLAN
E-3	SUPPLY OF GAS	SEE DIAG	THIS PLAN	LOT D & LOT E ON THIS PLAN
E-5	DRAINAGE	SEE DIAG	PS702781E	HUME CITY COUNCIL
E-6	SEWERAGE	SEE DIAG	PS711380X	YARRA VALLEY WATER LIMITED
E-7	POWERLINE	SEE DIAG	THIS PLAN - SECTION 88 ELECTRICITY INDUSTRY ACT 2000	JEMENA ELECTRICITY NETWORKS (VIC) LTD
E-8	SEWERAGE	SEE DIAG	PS711380X	YARRA VALLEY WATER LIMITED
E-8	POWERLINE	SEE DIAG	THIS PLAN - SECTION 88 ELECTRICITY INDUSTRY ACT 2000	JEMENA ELECTRICITY NETWORKS (VIC) LTD

HIGHLANDS DP4
3 LOTS

LICENSED SURVEYOR ANDREW J. REAY

Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

DATE 20/06/16 REFERENCE 30804003
VERSION H DRAWING 3080400AH

ORIGINAL SHEET SIZE A3
SHEET 1 OF 2 SHEETS

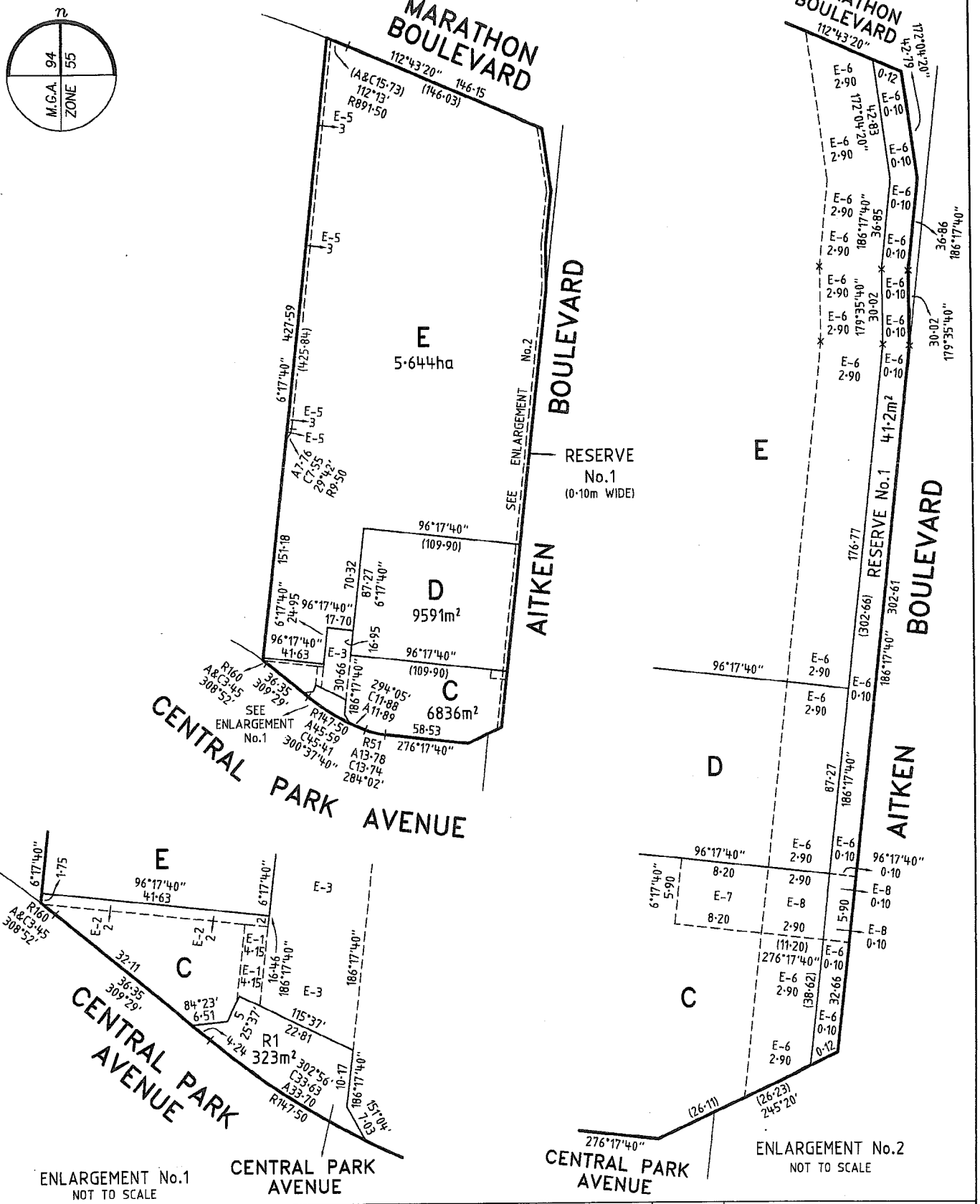
Digitally signed by: Andrew John Reay (Bosco Jonson Pty Ltd), Surveyor's Plan Version (H), 21/06/2016

PLAN REGISTERED
TIME: 9.34 AM DATE: 29/11/2016
RHills
Assistant Registrar of Titles

Delivered by LANDATA®. Land Victoria timestamp 17/10/2017 15:39 Page 2 of 2

PLAN OF SUBDIVISION

PS 742716Q



HIGHLANDS DP4	LICENSED SURVEYOR ANDREW J. REAY	SCALE 1:2500	25 0 50 100 LENGTHS ARE IN METRES
Bosco Jonson Pty Ltd A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992	DATE 20/06/16 REFERENCE 30804003 VERSION H DRAWING 3080400AH		ORIGINAL SHEET SIZE A3 SHEET 2
	Digitally signed by: Andrew John Reay (Bosco Jonson Pty Ltd), Surveyor's Plan Version (H), 21/06/2016		Digitally signed by: Hume City Council, 04/11/2016, SPEAR Ref: S075432E

PLAN OF SUBDIVISION

EDITION	PS 801120A /S 1

LOCATION OF LAND

PARISH:	YUROKE
TOWNSHIP:	-
SECTION:	22
CROWN ALLOTMENT:	A (PART) AND B (PART)
CROWN PORTION:	-
TITLE REFERENCE:	VOL 11838 FOL 031
LAST PLAN REFERENCE:	LOT E ON PS742716Q
POSTAL ADDRESS: (at time of subdivision)	MARATHON BOULEVARD CRAIGIEBURN 3064
MGA 94 CO-ORDINATES: (approx. centre of land in plan)	E 315 480 N 5 837 900 ZONE: 55

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

NOTATIONS

STAGING This is/is ~~not~~ a staged subdivision
Planning Permit No. P19189

DEPTH LIMITATION DOES NOT APPLY

TOTAL AREA OF COMMON PROPERTY No.1 - 2539m².

LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS - SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS.

LOTS 11 TO 38 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS STAGE.

TANGENT POINTS ARE SHOWN THUS:

EASEMENT INFORMATION

Easements & Rights implied by Section 12(2) of the Subdivision Act 1988 applies to the whole of the land in this plan.

LEGEND: E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A - Appurtenant Easement

SUBJECT LAND	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1	DRAINAGE	SEE DIAG	PS702781E	HUME CITY COUNCIL
E-2	SEWERAGE	SEE DIAG	PS711380X	YARRA VALLEY WATER LIMITED
A-1	CARRIAGEWAY	SEE DIAG	PS742716Q	LAND IN THIS PLAN

HIGHLANDS - EASTSIDE MDS
16 LOTS AND 7 SUPERLOTS

LICENSED SURVEYOR ANDREW J. REAY

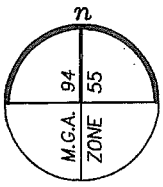
DATE 07/12/16 REFERENCE 31218013
VERSION B DRAWING 3121801AB

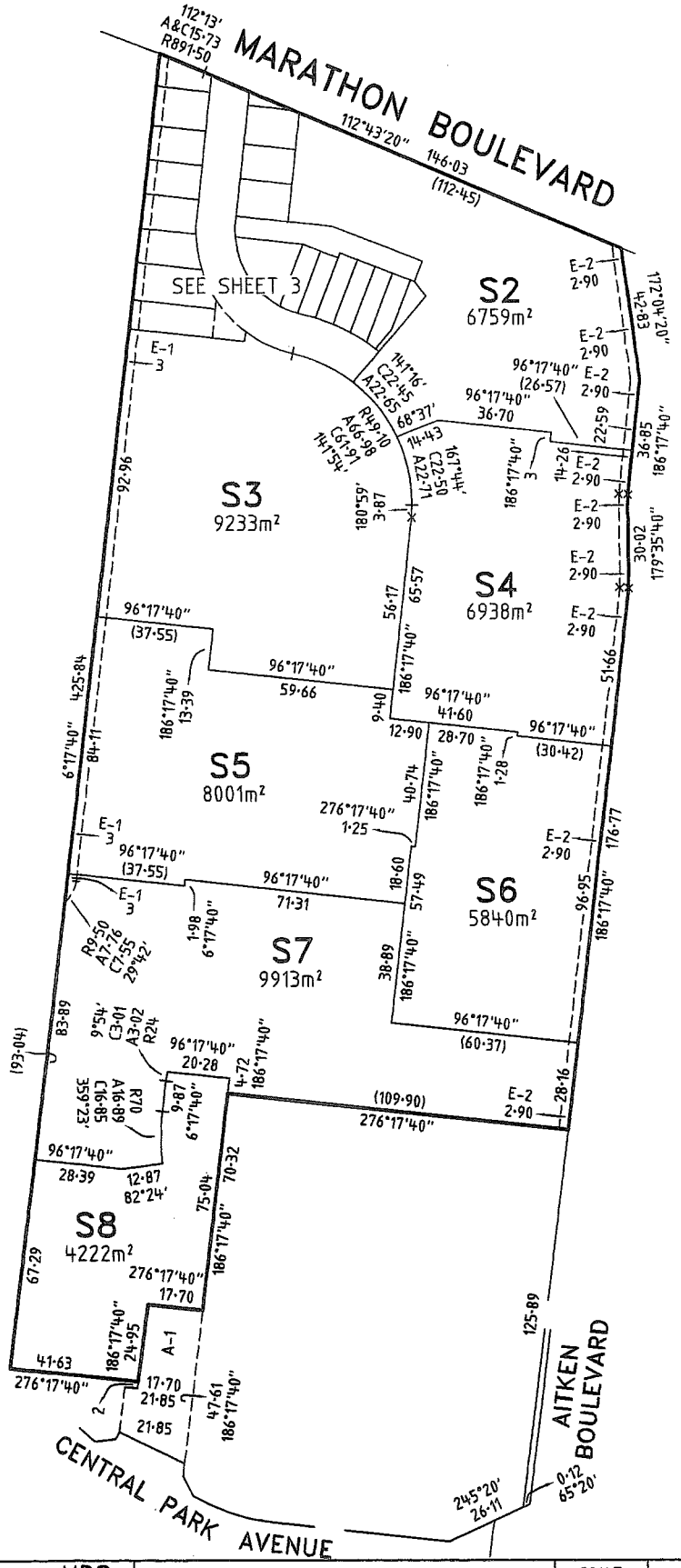
ORIGINAL SHEET SIZE A3
SHEET 1 OF 4 SHEETS

Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

PLAN OF SUBDIVISION

PS 801120A /S 1

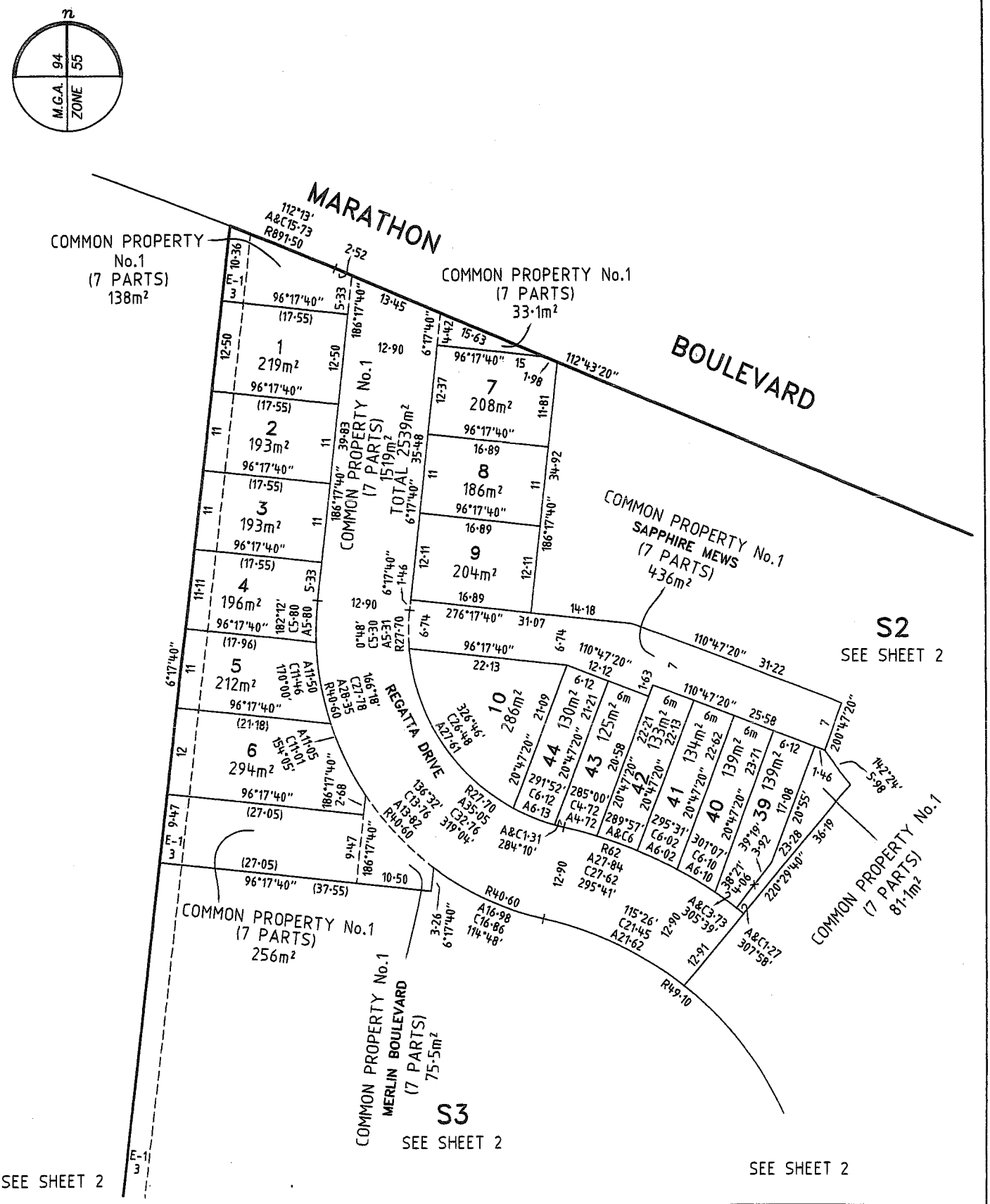




HIGHLANDS – EASTSIDE MDS	LICENSED SURVEYOR ANDREW J. REAY	SCALE 1:1500	15 0 30 60 LENGTHS ARE IN METRES
Bosco Jonson Pty Ltd A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992	DATE 07/12/16 REFERENCE 31218013 VERSION B DRAWING 3121801AB		ORIGINAL SHEET SIZE A3 SHEET 2

PLAN OF SUBDIVISION

PS 801120A /S 1



HIGHLANDS – EASTSIDE MDS	LICENSED SURVEYOR ANDREW J. REAY	SCALE 1:500	5 0 10 20 LENGTHS ARE IN METRES
Bosco Jonson Pty Ltd A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992	DATE 07/12/16 REFERENCE 31218013 VERSION B DRAWING 3121801AB		ORIGINAL SHEET SIZE A3 SHEET 3

OWNERS CORPORATION SCHEDULE

PS 801120A /S 1

OWNERS CORPORATION 1 PLAN NO. PS 801120A

LAND AFFECTED BY OWNERS CORPORATION: LOTS IN THE SCHEDULE BELOW AND COMMON PROPERTY No. 1

LIMITATIONS ON OWNERS CORPORATION:
UNLIMITED

NOTATIONS

NIL

LOT ENTITLEMENT AND LOT LIABILITY

LOT	ENTITLEMENT	LIABILITY	LOT	ENTITLEMENT	LIABILITY	LOT	ENTITLEMENT	LIABILITY	LOT	ENTITLEMENT	LIABILITY
1	51	51									
2	51	51									
3	51	51									
4	51	51									
5	52	52									
6	52	52									
7	51	51									
8	49	49									
9	52	52									
10	52	52									
39	55	55									
40	53	53									
41	53	53									
42	53	53									
43	53	53									
44	54	54									
S2	1352	1352									
S3	1577	1577									
S4	1354	1354									
S5	1563	1563									
S6	1367	1367									
S7	1188	1188									
S8	766	766									
TOTAL	10000	10000									

HIGHLANDS – EASTSIDE MDS

Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

LICENSED SURVEYOR ANDREW J. REAY

DATE 07/12/16 REFERENCE 31218013
VERSION B DRAWING 3121801AB

ORIGINAL SHEET SIZE A3
SHEET 4

PLAN OF SUBDIVISION

EDITION	PS 801120A /S 2

LOCATION OF LAND

PARISH:	YUROKE
TOWNSHIP:	–
SECTION:	22
CROWN ALLOTMENT:	A (PART) AND B (PART)
CROWN PORTION:	–
TITLE REFERENCE:	VOL FOL
LAST PLAN REFERENCE:	LOT S2 ON PS801120A
POSTAL ADDRESS: (at time of subdivision)	MARATHON BOULEVARD CRAIGIEBURN 3064
MGA 94 CO-ORDINATES: (approx. centre of land in plan)	E 315 510 N 5 838 040 ZONE: 55

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

NOTATIONS

STAGING This is/~~is not~~ a staged subdivision
Planning Permit No.

DEPTH LIMITATION DOES NOT APPLY

TOTAL AREA OF COMMON PROPERTY No.1 - 2337m².

LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS - SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS.

LOTS 1 TO 10 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS STAGE.

TANGENT POINTS ARE SHOWN THUS:

EASEMENT INFORMATION

Easements & Rights implied by Section 12(2) of the Subdivision Act 1988 applies to the whole of the land in this plan.

LEGEND: E – Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A – Appurtenant Easement

SUBJECT LAND	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1	SEWERAGE	SEE DIAG	PS711380X	YARRA VALLEY WATER LIMITED

HIGHLANDS – EASTSIDE MDS
28 LOTS

LICENSED SURVEYOR ANDREW J. REAY

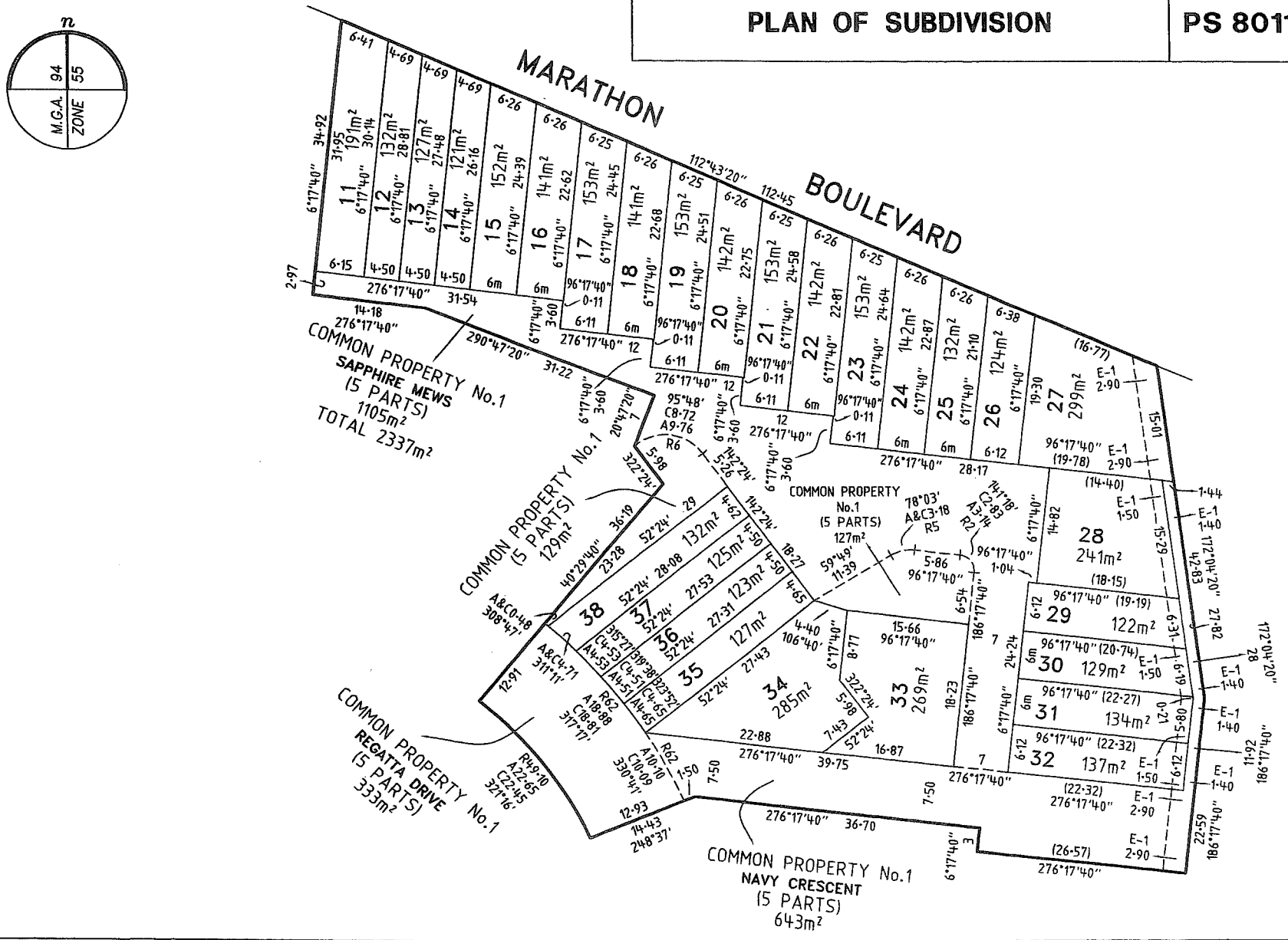
DATE 07/12/16 REFERENCE 31218023
VERSION C DRAWING 3121802AC

ORIGINAL SHEET SIZE A3
SHEET 1 OF 3 SHEETS

Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

PLAN OF SUBDIVISION

PS 801120A /S2



Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

HIGHLANDS – EASTSIDE MDS	5 0 10 20 LENGTHS ARE IN METRES	SCALE 1:500	ORIGINAL SHEET SIZE A3
LICENSED SURVEYOR ANDREW J. REAY			SHEET 2
DATE 07/12/16 REFERENCE 31218023			
VERSION C DRAWING 3121802AC			

OWNERS CORPORATION SCHEDULE

PS 801120A /S 2

OWNERS CORPORATION 1 PLAN NO. PS 801120A

LAND AFFECTED BY OWNERS CORPORATION: LOTS IN THE SCHEDULE BELOW AND COMMON PROPERTY No. 1

LIMITATIONS ON OWNERS CORPORATION:
UNLIMITED

NOTATIONS

NIL

LOT ENTITLEMENT AND LOT LIABILITY

LOT	ENTITLEMENT	LIABILITY	LOT	ENTITLEMENT	LIABILITY	LOT	ENTITLEMENT	LIABILITY	LOT	ENTITLEMENT	LIABILITY
11	42	42									
12	41	41									
13	41	41									
14	41	41									
15	50	50									
16	50	50									
17	50	50									
18	50	50									
19	50	50									
20	50	50									
21	50	50									
22	50	50									
23	50	50									
24	50	50									
25	50	50									
26	52	52									
27	48	48									
28	51	51									
29	52	52									
30	50	50									
31	50	50									
32	52	52									
33	53	53									
34	54	54									
35	44	44									
36	43	43									
37	44	44									
38	44	44									
TOTAL	1352	1352									

HIGHLANDS - EASTSIDE MDS

LICENSED SURVEYOR ANDREW J. REAY

Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

DATE 07/12/16 REFERENCE 31218023
VERSION C DRAWING 3121802AC

ORIGINAL SHEET SIZE A3
SHEET 3

PLAN OF SUBDIVISION

EDITION	PS 801120A /S 3

LOCATION OF LAND

PARISH:	YUROKE
TOWNSHIP:	–
SECTION:	22
CROWN ALLOTMENT:	A (PART) & B (PART)
CROWN PORTION:	–
TITLE REFERENCE:	VOL FOL
LAST PLAN REFERENCE:	LOT S3 ON PS801120A
POSTAL ADDRESS: (at time of subdivision)	MARATHON BOULEVARD CRAIGIEBURN 3064
MGA 94 CO-ORDINATES: (approx. centre of land in plan)	E 315 450 N 5 837 970 ZONE: 55

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

NOTATIONS

STAGING This is/~~is not~~ a staged subdivision
Planning Permit No. P19189

DEPTH LIMITATION DOES NOT APPLY

TOTAL AREA OF COMMON PROPERTY No.1 - 3521m².

LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS - SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS.

LOTS 1 TO 44 AND 73 TO 120 (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS STAGE.

TANGENT POINTS ARE SHOWN THUS:

EASEMENT INFORMATION

Easements & Rights implied by Section 12(2) of the Subdivision Act 1988 applies to the whole of the land in this plan.

LEGEND: E – Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A – Appurtenant Easement

SUBJECT LAND	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1	DRAINAGE	SEE DIAG	PS702781E	HUME CITY COUNCIL

DRAFT

HIGHLANDS – TOWNSIDE MDS
30 LOTS

LICENSED SURVEYOR ANDREW J. REAY

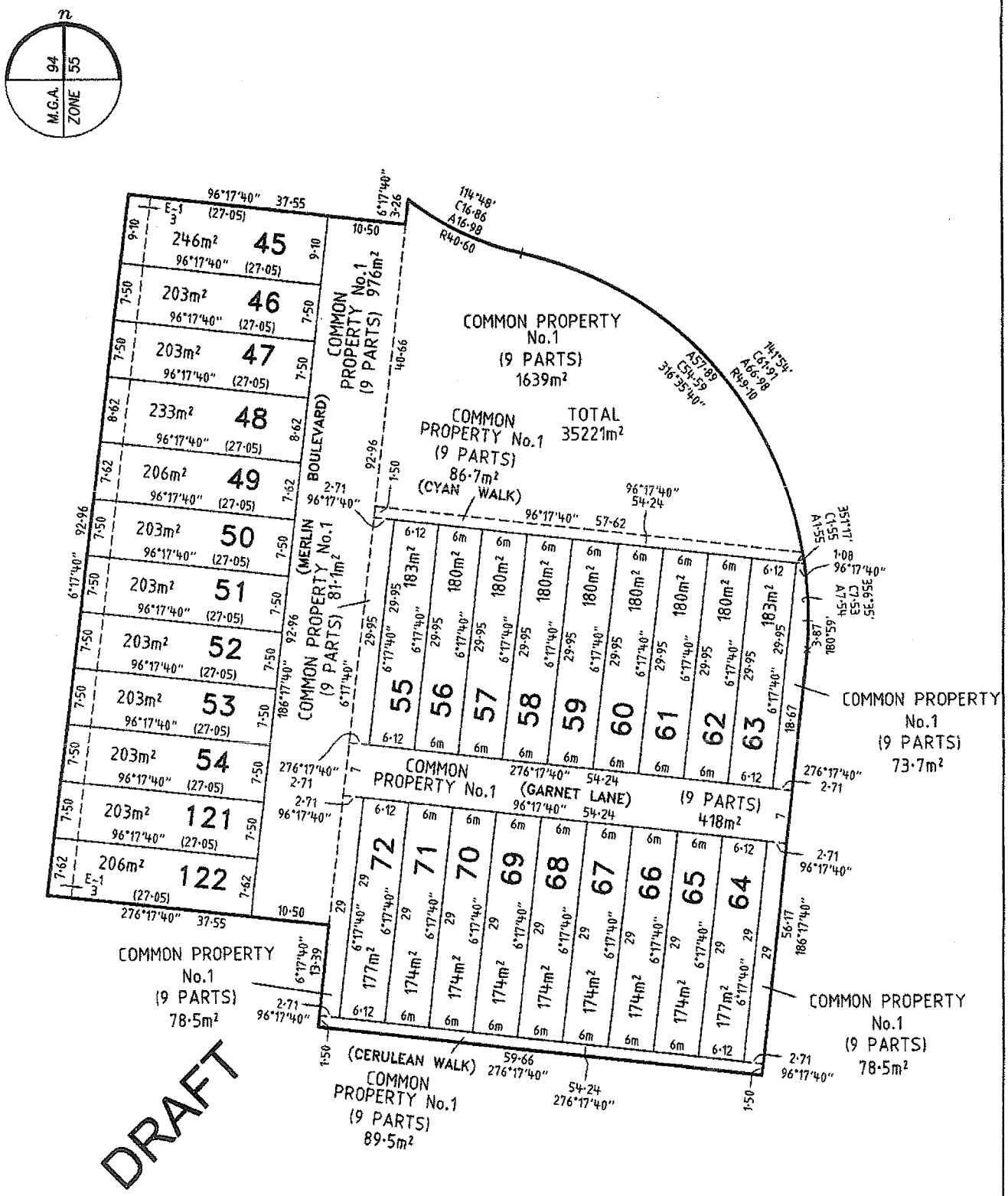
DATE 11/01/17 REFERENCE 31218033
VERSION B DRAWING 3121803AB

ORIGINAL SHEET SIZE A3
SHEET 1 OF 3 SHEETS

Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

PLAN OF SUBDIVISION

PS 801120A /S 3



HIGHLANDS – TOWNSIDE MDS	LICENSED SURVEYOR ANDREW J. REAY	SCALE 1:500	5 0 10 20 LENGTHS ARE IN METRES
Bosco Jonson Pty Ltd A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992	DATE 11/01/17 REFERENCE 31218033		ORIGINAL SHEET SIZE A3
	VERSION B DRAWING 3121803AB		SHEET 2

OWNERS CORPORATION SCHEDULE

PS 801120A /S 3

OWNERS CORPORATION 1 PLAN NO. PS 801120A

LAND AFFECTED BY OWNERS CORPORATION: LOTS IN THE SCHEDULE BELOW AND COMMON PROPERTY No. 1

LIMITATIONS ON OWNERS CORPORATION:
UNLIMITED

NOTATIONS

NIL

LOT ENTITLEMENT AND LOT LIABILITY

LOT	ENTITLEMENT	LIABILITY	LOT	ENTITLEMENT	LIABILITY	LOT	ENTITLEMENT	LIABILITY	LOT	ENTITLEMENT	LIABILITY
45	58	58									
46	57	57									
47	55	55									
48	57	57									
49	55	55									
50	55	55									
51	55	55									
52	55	55									
53	55	55									
54	55	55									
55	53	53									
56	53	53									
57	53	53									
58	53	53									
59	53	53									
60	53	53									
61	53	53									
62	53	53									
63	53	53									
64	50	50									
65	49	49									
66	49	49									
67	49	49									
68	49	49									
69	49	49									
70	49	49									
71	49	49									
72	50	50									
121	55	55									
122	55	55									
TOTAL	1587	1587									

DRAFT

HIGHLANDS — TOWNSIDE MDS

Bosco Jonson Pty Ltd
A.B.N 15 169 136 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

LICENSED SURVEYOR ANDREW J. REAY

DATE 11/01/17 REFERENCE 31218033

VERSION B DRAWING 3121803AB

ORIGINAL SHEET SIZE A3

SHEET 3

PLAN OF SUBDIVISION

EDITION	PS 801120A /S 4

LOCATION OF LAND

PARISH:	YUROKE
TOWNSHIP:	-
SECTION:	22
CROWN ALLOTMENT:	B (PART)
CROWN PORTION:	-
TITLE REFERENCE:	VOL FOL
LAST PLAN REFERENCE:	LOT S4 ON PS801120A
POSTAL ADDRESS: (at time of subdivision)	90 CENTRAL PARK AVENUE CRAIGIEBURN 3064
MGA 94 CO-ORDINATES: (approx. centre of land in plan)	E 315 520 N 5 837 950 ZONE: 55

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

NOTATIONS

STAGING This is/~~is not~~ a staged subdivision
Planning Permit No. P19189

DEPTH LIMITATION DOES NOT APPLY

AREA OF COMMON PROPERTY No.1 - 2597m²

LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS - SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS.

LOTS 1 TO 72 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS STAGE.

TANGENT POINTS ARE SHOWN THUS:

EASEMENT INFORMATION

Easements & Rights implied by Section 12(2) of the Subdivision Act 1988 applies to the whole of the land in this plan.

LEGEND: E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A - Appurtenant Easement

SUBJECT LAND	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1	SEWERAGE	SEE DIAG	PS711380X	YARRA VALLEY WATER LIMITED

DRAFT

HIGHLANDS - TOWNSIDE MDS
27 LOTS

LICENSED SURVEYOR GEOFFREY JAMES TURNER

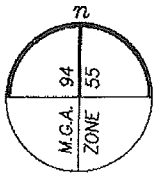
DATE 17/01/17 REFERENCE 31218043
VERSION A DRAWING 3121804AA

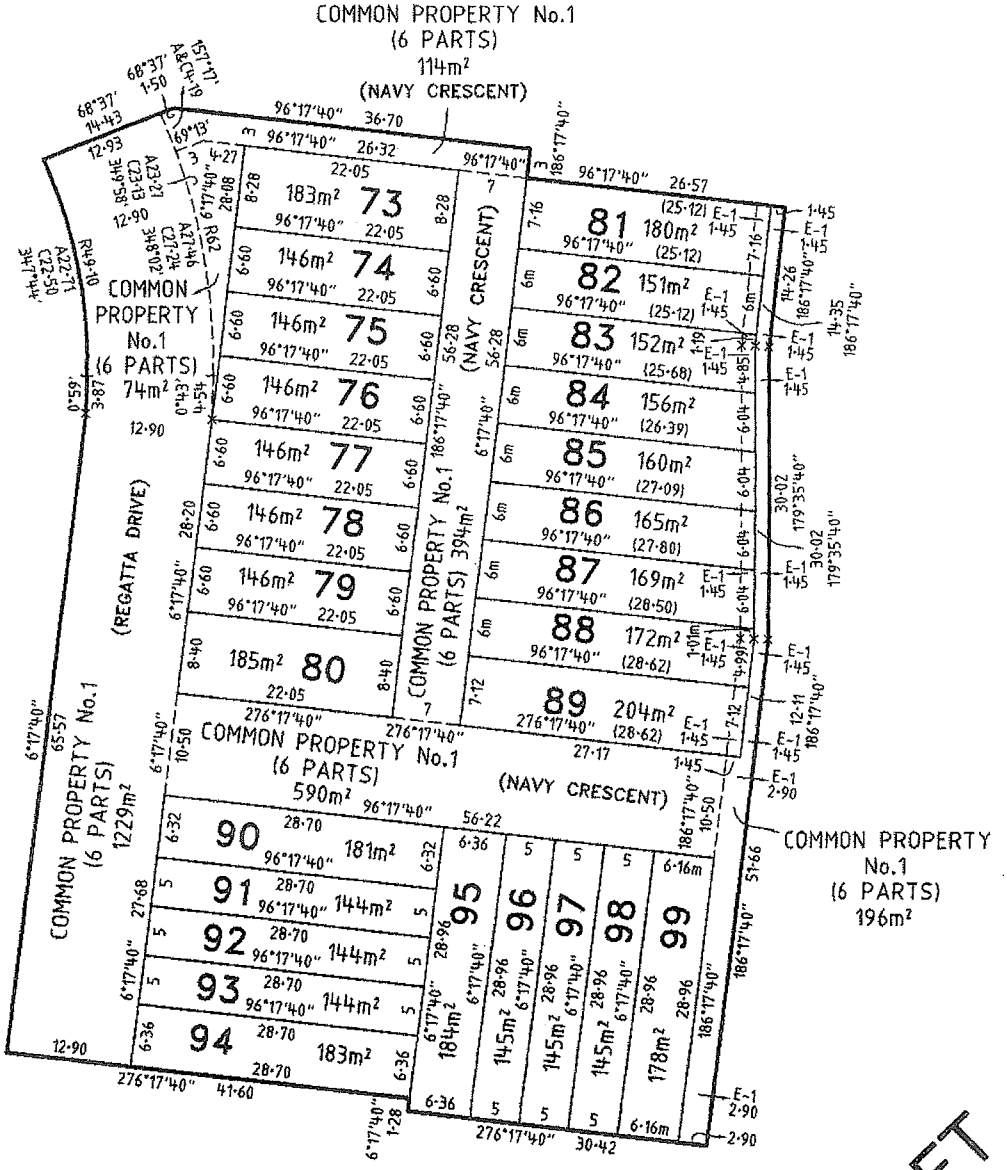
ORIGINAL SHEET SIZE A3
SHEET 1 OF 3 SHEETS

Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

PLAN OF SUBDIVISION

PS 801120A /S 4





DRAFT

HIGHLANDS – TOWNSIDE MDS	LICENSED SURVEYOR GEOFFREY JAMES TURNER	SCALE 1:500	5 0 10 20 LENGTHS ARE IN METRES
	DATE 17/01/17	REFERENCE 31218043	ORIGINAL SHEET SIZE A3
	VERSION A	DRAWING 3121804AA	SHEET 2

Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

OWNERS CORPORATION SCHEDULE

PS 801120A /S 4

OWNERS CORPORATION 1 PLAN NO. PS 801120A

LAND AFFECTED BY OWNERS CORPORATION: LOTS IN THE SCHEDULE BELOW AND COMMON PROPERTY No. 1

LIMITATIONS ON OWNERS CORPORATION:
UNLIMITED

NOTATIONS

NIL

LOT ENTITLEMENT AND LOT LIABILITY

LOT	ENTITLEMENT	LIABILITY	LOT	ENTITLEMENT	LIABILITY	LOT	ENTITLEMENT	LIABILITY	LOT	ENTITLEMENT	LIABILITY
73											
74											
75											
76											
77											
78											
79											
80											
81											
82											
83											
84											
85											
86											
87											
88											
89											
90											
91											
92											
93											
94											
95											
96											
97											
98											
99											
S2											
S3											
S4											
S5											
S6											
S7											
S8											
TOTAL											

DRAFT

HIGHLANDS – TOWNSIDE MDS

LICENSED SURVEYOR GEOFFREY JAMES TURNER

Bosco Jonson Pty Ltd
A.B.N 16 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

DATE 17/01/17 REFERENCE 31218043

VERSION A DRAWING 3121804AA

ORIGINAL SHEET SIZE A3

SHEET 3

PLAN OF SUBDIVISION

EDITION | **PS 801120A /S 5**

LOCATION OF LAND

PARISH:	YUROKE
TOWNSHIP:	-
SECTION:	22
CROWN ALLOTMENT:	A (PART) & B (PART)
CROWN PORTION:	-
TITLE REFERENCE:	VOL FOL
LAST PLAN REFERENCE:	LOT S5 ON PS801120A
POSTAL ADDRESS: (at time of subdivision)	90 CENTRAL PARK AVENUE CRAIGIEBURN 3064
MGA 94 CO-ORDINATES: (approx. centre of land in plan)	E 315 520 N 5 837 950 ZONE: 55

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

NOTATIONS

STAGING This is/~~is not~~ a staged subdivision
Planning Permit No. P19852

DEPTH LIMITATION DOES NOT APPLY

TOTAL AREA OF COMMON PROPERTY No.1 - 3427m².

LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS - SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS.

LOTS 1 TO 99, 121, 122, 129 TO 155 (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS STAGE.

COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT LOTS.

EASEMENT INFORMATION

Easements & Rights implied by Section 12(2) of the Subdivision Act 1988 applies to the whole of the land in this plan.

LEGEND: E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A - Appurtenant Easement

SUBJECT LAND	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1	DRAINAGE	SEE DIAG	PS702781E	HUME CITY COUNCIL

HIGHLANDS - EASTSIDE MDS
32 LOTS

LICENSED SURVEYOR GREGORY STUART WILLIAMS

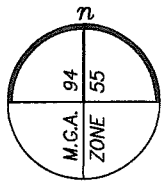
DATE 30/06/17 REFERENCE 31218053
VERSION A DRAWING 3121805AA

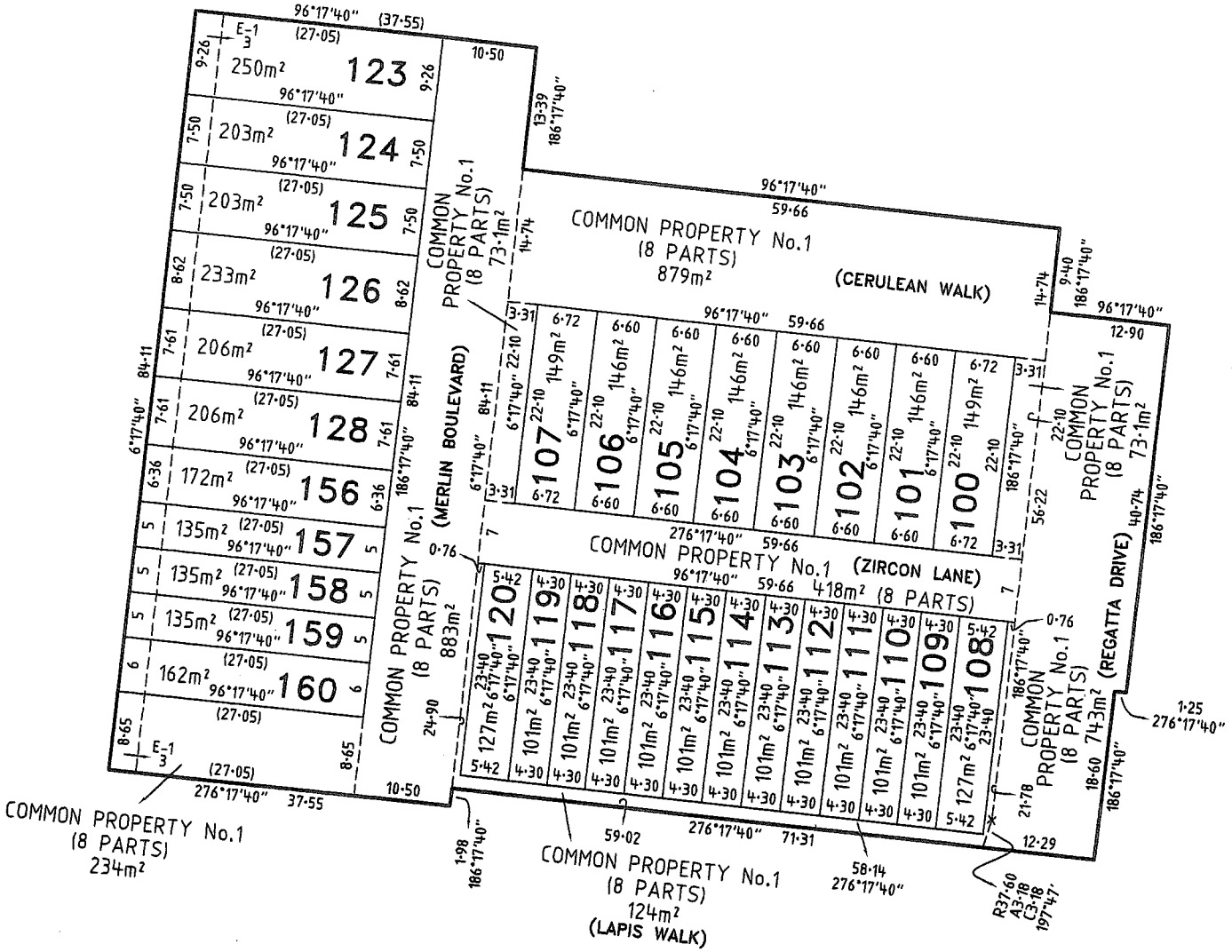
ORIGINAL SHEET SIZE A3
SHEET 1 OF 3 SHEETS

Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

PLAN OF SUBDIVISION

PS 801120A /S 5





HIGHLANDS – EASTSIDE MDS	LICENSED SURVEYOR GREGORY STUART WILLIAMS	SCALE 1:500	5 0 10 20 LENGTHS ARE IN METRES
Bosco Jonson Pty Ltd A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992	DATE 30/06/17 REFERENCE 31218053 VERSION A DRAWING 3121805AA		ORIGINAL SHEET SIZE A3 SHEET 2

OWNERS CORPORATION SCHEDULE

PS 801120A /S 5

OWNERS CORPORATION 1 PLAN NO. PS 801120A

LAND AFFECTED BY OWNERS CORPORATION: LOTS IN THE SCHEDULE BELOW AND COMMON PROPERTY No. 1

LIMITATIONS ON OWNERS CORPORATION:
UNLIMITED

NOTATIONS

NIL

LOT ENTITLEMENT AND LOT LIABILITY

LOT	ENTITLEMENT	LIABILITY	LOT	ENTITLEMENT	LIABILITY	LOT	ENTITLEMENT	LIABILITY	LOT	ENTITLEMENT	LIABILITY
100	52	52									
101	53	53									
102	50	50									
103	50	50									
104	50	50									
105	50	50									
106	50	50									
107	50	50									
108	43	43									
109	44	44									
110	44	44									
111	44	44									
112	44	44									
113	44	44									
114	44	44									
115	44	44									
116	44	44									
117	44	44									
118	44	44									
119	44	44									
120	43	43									
123	57	57									
124	57	57									
125	57	57									
126	57	57									
127	55	55									
128	55	55									
156	48	48									
157	48	48									
158	48	48									
159	49	49									
160	57	57									
TOTAL	1563	1563									

HIGHLANDS – EASTSIDE MDS

LICENSED SURVEYOR GREGORY STUART WILLIAMS

Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

DATE 30/06/17 REFERENCE 31218053
VERSION A DRAWING 3121805AA

ORIGINAL SHEET SIZE A3
SHEET 3

PLAN OF SUBDIVISION

EDITION	PS 801120A /S 6

LOCATION OF LAND

PARISH: YUROKE

TOWNSHIP: –

SECTION: 22

CROWN ALLOTMENT: A (PART)

CROWN PORTION: –

TITLE REFERENCE: VOL FOL

LAST PLAN REFERENCE: LOT S6 ON PS801120A

POSTAL ADDRESS: (at time of subdivision) CENTRAL PARK AVENUE CRAIGIEBURN 3064

MGA 94 CO-ORDINATES: (approx. centre of land in plan) E 315 510 N 5 837 850 ZONE: 55

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

NOTATIONS

STAGING This is/~~is not~~ a staged subdivision
Planning Permit No. P19852

DEPTH LIMITATION DOES NOT APPLY

TOTAL AREA OF COMMON PROPERTY No.1 - 1432m².

LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS - SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS.

LOTS 1 TO 128 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS STAGE.

COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT LOTS.

EASEMENT INFORMATION

Easements & Rights Implied by Section 12(2) of the Subdivision Act 1988 applies to the whole of the land in this plan.

LEGEND: E – Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A – Appurtenant Easement

SUBJECT LAND	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1	SEWERAGE	SEE DIAG	PS711380X	YARRA VALLEY WATER LIMITED

HIGHLANDS – EASTSIDE MDS
27 LOTS

LICENSED SURVEYOR GREGORY STUART WILLIAMS

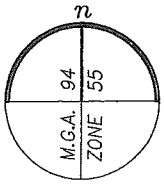
Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

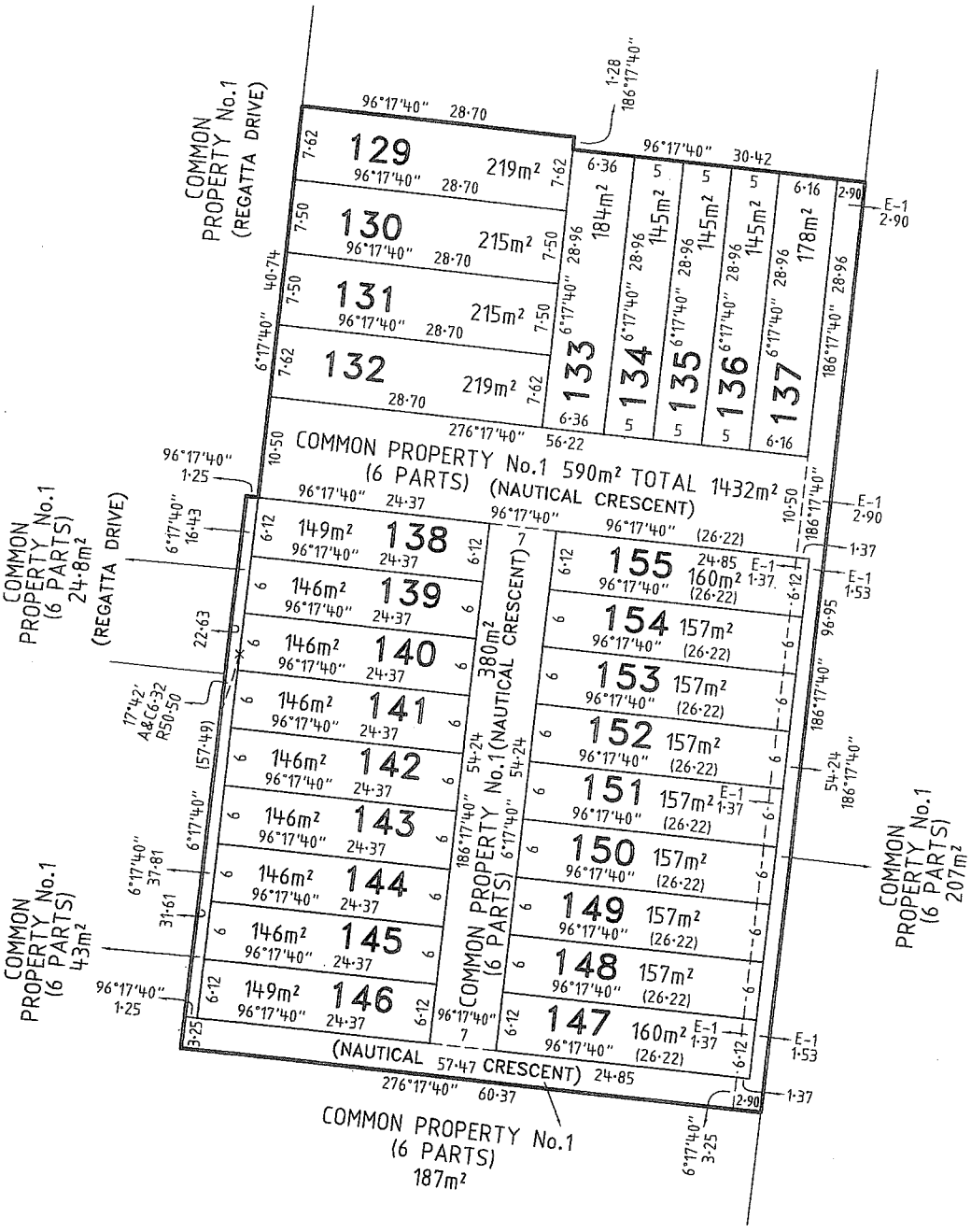
DATE 25/09/17 REFERENCE 31218063
VERSION A DRAWING 3121806AA

ORIGINAL SHEET SIZE A3
SHEET 1 OF 3 SHEETS

PLAN OF SUBDIVISION

PS 801120A /S 6





HIGHLANDS – EASTSIDE MDS	LICENSED SURVEYOR GREGORY STUART WILLIAMS	SCALE 1:500	5 0 10 20 LENGTHS ARE IN METRES
Bosco Jonson Pty Ltd A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992	DATE 25/09/17 REFERENCE 31218063		ORIGINAL SHEET SIZE A3
	VERSION A DRAWING 3121806AA		SHEET 2

OWNERS CORPORATION SCHEDULE

PS 801120A /S 6

OWNERS CORPORATION 1 PLAN NO. PS 801120A

LAND AFFECTED BY OWNERS CORPORATION: LOTS IN THE SCHEDULE BELOW AND COMMON PROPERTY No.1

LIMITATIONS ON OWNERS CORPORATION:
UNLIMITED

NOTATIONS

NIL

LOT ENTITLEMENT AND LOT LIABILITY

LOT	ENTITLEMENT	LIABILITY	LOT	ENTITLEMENT	LIABILITY	LOT	ENTITLEMENT	LIABILITY	LOT	ENTITLEMENT	LIABILITY
129	55	55									
130	55	55									
131	55	55									
132	55	55									
133	49	49									
134	48	48									
135	48	48									
136	48	48									
137	49	49									
138	49	49									
139	48	48									
140	48	48									
141	48	48									
142	48	48									
143	48	48									
144	48	48									
145	48	48									
146	49	49									
147	53	53									
148	52	52									
149	52	52									
150	52	52									
151	52	52									
152	52	52									
153	52	52									
154	53	53									
155	53	53									
TOTAL	1367	1367									

HIGHLANDS – EASTSIDE MDS

LICENSED SURVEYOR GREGORY STUART WILLIAMS

Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

DATE 25/09/17 REFERENCE 31218063
VERSION A DRAWING 3121806AA

ORIGINAL SHEET SIZE A3
SHEET 3

PLAN OF SUBDIVISION

EDITION	PS 801120A /S 7

LOCATION OF LAND

PARISH: YUROKE

TOWNSHIP: –

SECTION: 22

CROWN ALLOTMENT: A (PART) AND B (PART)

CROWN PORTION: –

TITLE REFERENCE: VOL FOL

LAST PLAN REFERENCE: LOT S7 ON PS801120A

POSTAL ADDRESS: (at time of subdivision) CENTRAL PARK AVENUE CRAIGIEBURN 3064

MGA 94 CO-ORDINATES: (approx. centre of land in plan) E 315 440 N 5 837 830 ZONE: 55

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

NOTATIONS

STAGING This is/~~is not~~ a staged subdivision
Planning Permit No. P19852

DEPTH LIMITATION DOES NOT APPLY

TOTAL AREA OF COMMON PROPERTY No.1 - 4889m².

LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS - SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS.

LOTS 1 TO 160 AND 182 TO 193 (ALL INCLUSIVE) HAVE BEEN OMITTED FROM THIS STAGE.

COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT LOTS.

TANGENT POINTS ARE SHOWN THUS:

EASEMENT INFORMATION

Easements & Rights implied by Section 12(2) of the Subdivision Act 1988 applies to the whole of the land in this plan.

LEGEND: E – Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A – Appurtenant Easement

SUBJECT LAND	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1	DRAINAGE	SEE DIAG	PS702781E	HUME CITY COUNCIL
E-2	SEWERAGE	SEE DIAG	PS711380X	YARRA VALLEY WATER LIMITED

HIGHLANDS – EASTSIDE MDS
22 LOTS

LICENSED SURVEYOR GREGORY STUART WILLIAMS

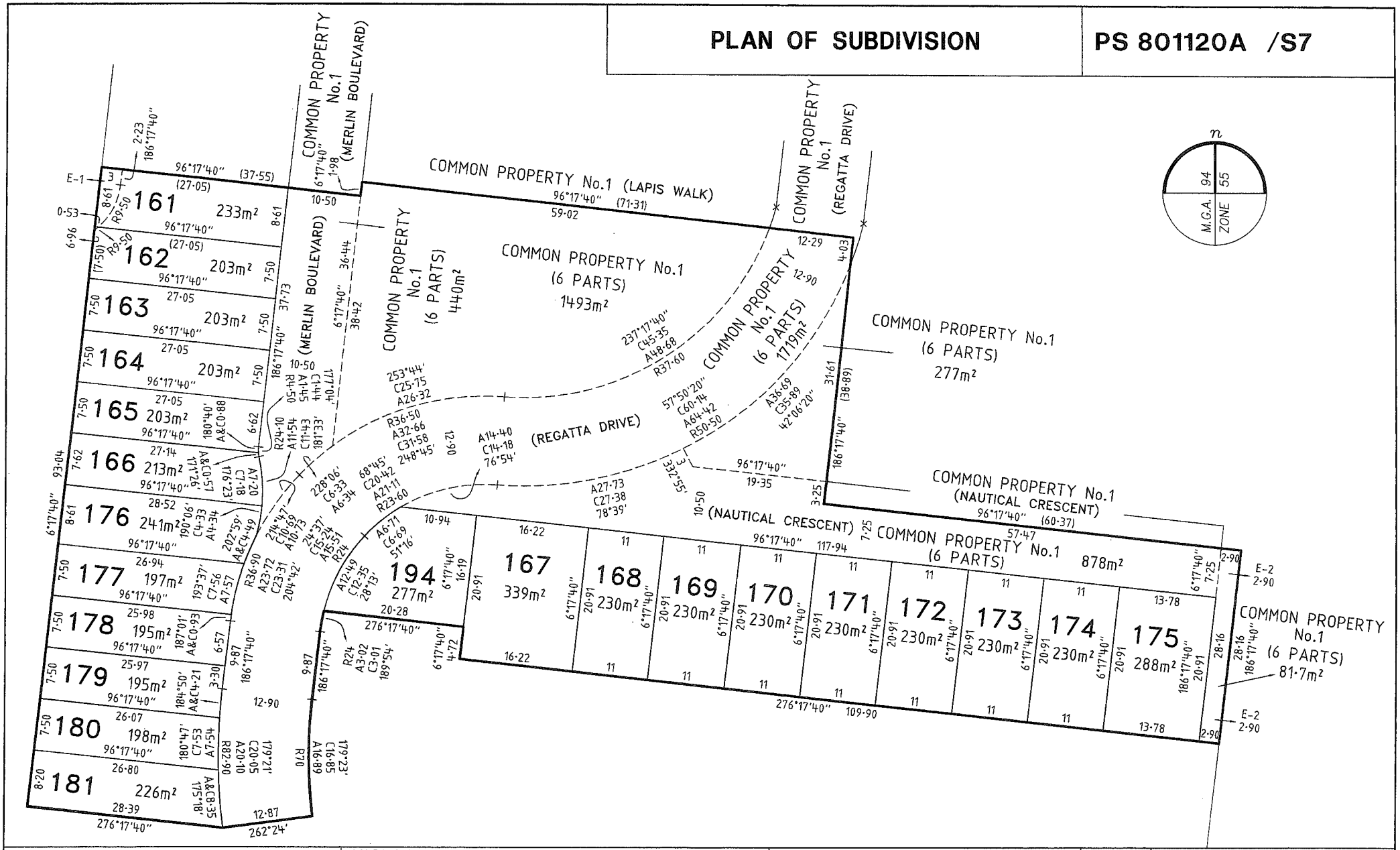
DATE 18/10/17 REFERENCE 31218073
VERSION A DRAWING 3121807AA

ORIGINAL SHEET SIZE A3
SHEET 1 OF 3 SHEETS

Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

PLAN OF SUBDIVISION

PS 801120A /S7



Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

HIGHLANDS – EASTSIDE MDS	5 0 10 20 LENGTHS ARE IN METRES	SCALE 1:500	ORIGINAL SHEET SIZE A3
LICENSED SURVEYOR GREGORY STUART WILLIAMS			SHEET 2
DATE 18/10/17 REFERENCE 31218073			
VERSION A DRAWING 3121807AA			

OWNERS CORPORATION SCHEDULE

PS 801120A /S 7

OWNERS CORPORATION 1 PLAN NO. PS 801120A

LAND AFFECTED BY OWNERS CORPORATION: LOTS IN THE SCHEDULE BELOW AND COMMON PROPERTY No.1

LIMITATIONS ON OWNERS CORPORATION:
UNLIMITED

NOTATIONS

NIL

LOT ENTITLEMENT AND LOT LIABILITY

LOT	ENTITLEMENT	LIABILITY	LOT	ENTITLEMENT	LIABILITY	LOT	ENTITLEMENT	LIABILITY	LOT	ENTITLEMENT	LIABILITY
161	58	58									
162	57	57									
163	57	57									
164	57	57									
165	57	57									
166	57	57									
167	50	50									
168	50	50									
169	50	50									
170	50	50									
171	50	50									
172	50	50									
173	50	50									
174	50	50									
175	57	57									
176	57	57									
177	57	57									
178	57	57									
179	57	57									
180	57	57									
181	53	53									
194	50	50									
TOTAL	1188	1188									

HIGHLANDS – EASTSIDE MDS

Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

LICENSED SURVEYOR GREGORY STUART WILLIAMS

DATE 18/10/17 REFERENCE 31218073
VERSION A DRAWING 3121807AA

ORIGINAL SHEET SIZE A3
SHEET 3

Land Tax Clearance Certificate

Land Tax Act 2005

STATE REVENUE OFFICE VICTORIA
ABN 76 775 195 331
SRO - ISO 9001 Quality Certified

INFOTRACK / STOCKLAND CORPORATION LTD - (VIC CONVEYANCING)

Your Reference: HL ES STAGE 7
Certificate No: 17962875
Issue Date: 08 JAN 2018
Enquiries: DMB0

Land Address: 90 CENTRAL PARK CRAIGIEBURN VIC 3064

Land Id	Lot	Plan	Volume	Folio	Tax Payable
43568023	E	742716	11838	31	$0.00

Vendor: STOCKLAND HIGHLANDS PTY LTD
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
STOCKLAND DEVELOPMENT PTY LIMI	2018	$3,171,556	$0.00	$0.00	$0.00

Comments:

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.
To request an update for this certificate go to:
www.sro.vic.gov.au/certificates

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE:	$0
SITE VALUE:	$3,171,556
AMOUNT PAYABLE:	**$0.00**

Land Tax Clearance Certificate - Remittance Advice

Certificate No: 17962875
Land ID: 43568023
Amount Payable: $0.00

State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001

Please return this section with your payment. For further information refer overleaf.
Do not mark below this line.

<0000000000<0000000000>017962875000<017962875000>424<424>

Notes to certificates under Section 105 of the *Land Tax Act 2005*

STATE REVENUE OFFICE VICTORIA
ABN 76 775 195 331
SRO - ISO 9001 Quality Certified

Certificate No: 17962875

1. Under Section 96 of the Land Tax Act 2005 (the Act), unpaid land tax (including special land tax and vacant residential land tax) is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.

2. If land tax (including special land tax and vacant residential land tax) is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.

3. The amount of land tax on this certificate relates to the amount of land tax (including special land tax and vacant residential land tax) due and payable as at the date of the application only and not to any future liability or the tax status of the land.

4. A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax or vacant residential land tax.

5. If land tax (including special land tax or vacant residential land tax) will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO within 28 days after settlement.

6. If the amount in 3. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from
   a. the vendor, or
   b. the purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO within 28 days after settlement.

7. If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.

8. If an amount certified is excessively high (for example, because an exemption or concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.

9. If no land tax (including special land tax or vacant residential land tax) is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.

10. If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.

11. The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax (including special land tax and vacant residential land tax).

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $28,835.01

Taxable Value = $3,171,556

Calculated as $24,975 plus ($3,171,556 - $3,000,000) multiplied by 2.250 cents.

Further information

Internet	**www.sro.vic.gov.au**
Email	sro@sro.vic.gov.au (Attn: Land Tax)
Phone	13 21 61 (local call cost)
Fax	03 9628 6853
Mail	State Revenue Office GPO Box 4376 MELBOURNE VIC 3001

Payment options

Make cheque payable to **State Revenue Office, Victoria** marked 'Not Negotiable' and return with the remittance advice to:

Payment by mail:

- State Revenue Office
  GPO Box 4376
  MELBOURNE VIC 3001

vicroads

**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Stockland Corporation Ltd - (VIC Conveyancing) C/- InfoTrack
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 363316

NO PROPOSALS. As at the 17th October 2017, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

90 CENTRAL PARK AVENUE, CRAIGIEBURN 3064
CITY OF HUME

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 17th October 2017

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 26541777 - 26541777152629 '363316'

Property No : 699558
Certificate No : eLIC017894
LAND INFORMATION CERTIFICATE
Year Ending: 30 JUNE 2018
All Enquiries and Updates to Rates on 9205 2688

HUME CITY COUNCIL

ABN 14 854 354 856
1079 PASCOE VALE ROAD
BROADMEADOWS
VICTORIA 3047
Postal Address:
PO BOX 119
DALLAS 3047

Telephone: 03 9205 2200
Rates Dept 03 9205 2688
Facsimile: 03 9309 0109
www.hume.vic.gov.au

Your Reference: 363316
Date of Issue: 23/10/2017

LANDATA
LOCKED BAG 32017
COLLINS ST EAST VIC 8003

Property Description:	Lot E PS 742716Q Vol 11838 Fol 031 Lot D PS 742716Q Vol 11838 Fol 030 Lot C PS 742716Q Vol 11838 Fol 029
Property Situated:	70-90 CENTRAL PARK AVE CRAIGIEBURN VIC 3064

Site Value $4080000	C.I.V. $4080000	N.A.V. $204000

The level of valuation is 1/01/2016 and the Date the Valuation was adopted for Rating Purposes is 1/07/2016

RATES AND CHARGES FROM	**1/07/2017**	**TO**	**30/06/2018**
	RATE LEVIED ON C.I.V.		**BALANCES OUTSTANDING**
General Rate	**$17,692.50**		**$13,584.88**
Agricultural Land Use Rebate	**$0.00**		**$0.00**
Optional Waste Charges	**$0.00**		**$0.00**
Fire Service Property Levy	**$604.70**		**$464.32**
Special Charge / Rate	**$0.00**		**$0.00**
Arrears as at 30/06/2017			**$0.00**
Interest / Legal Costs			
TOTAL RATES AND CHARGES	**$18,297.20**		**$14,049.20**

****PLEASE NOTE :**	**Rates for 2017/2018 are payable by four instalments on the following dates 30/09/2017, 30/11/2017, 28/02/2018 & 31/05/2018**

OTHER CHARGES

Account Number / Description	**Principal**	**Interest**	**Interest To**	**Balance**
		TOTAL OTHER CHARGES		

TOTAL OUTSTANDING AT ISSUE DATE : $14,049.20

All overdue rates and charges must be paid at settlement.

Lot E on PS742716 is not yet separately rated and is part only of this property. Please contact the Rates Office on 9205 2688 in regard to a possible supplementary rate/valuation or separate assessment for this lot. The above rates and charges levied are effective for the period 01/07/2017 to 30/06/2018.

Property No : 699558
Certificate No : eLIC017894
LAND INFORMATION CERTIFICATE
Year Ending: 30 JUNE 2018
All Enquiries and Updates to Rates on 9205 2688

Property Situated:	70-90 CENTRAL PARK AVE CRAIGIEBURN VIC 3064

This Certificate provides information regarding valuations, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 or under a Local Law of the Council.
This Certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

NOTICES, ORDERS, OUTSTANDING OR POTENTIAL LIABILITY / SUBDIVISIONAL REQUIREMENTS.

There is no potential liability for Rates under the Cultural and Recreational Lands Act 1963.

There is no potential liability for rates under section 173 or 174A of the Local Government Act 1989, nor is any amount due under section 227 of the Local Government Act 1989.

There is no outstanding amount required to be paid for Recreational Purposes or any transfer of land required to be made to Council for Recreational Purposes under section 18 of the Subdivision Act 1988 or the Local Government Act1958.

There are no notices or orders on the land that have been served by Council under the Local Government Act 1989, the Local Government Act 1958, or under a Local Law of the Council which have a continuing application as at the date of this certificate. This certificate does not include information relating to Regulation 326 of the Building Regulations 2006.

It is recommended that new industrial and commercial property owners in particular, check the property complies with the conditions of any Planning Permits issued and the Hume Planning Scheme, to avoid enforcement proceedings. Contact Development Services on telephone (03) 9205 2309 for information on planning controls relating to the property.

I HEREBY CERTIFY THAT AS AT THE DATE OF ISSUE, THE INFORMATION GIVEN IN THIS CERTIFICATE IS A TRUE AND CORRECT DISCLOSURE OF THE MATTERS SET OUT ABOVE. RECEIVED $25.90 BEING THE FEE REQUIRED FOR THIS CERTIFICATE.

Verbal update of information contained in this Certificate will only be given for 50 days after date of issue. Council cannot be held responsible for any information given verbally.

Delegated Officer
23/10/2017

Please Note: Council ownership records will only be updated on receipt of a Notice of Acquisition. Prompt attention will facilitate the new owners' dealings with council. All notices of acquisition can be sent directly to rates@hume.vic.gov.au

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

475049

APPLICANT'S NAME & ADDRESS

STOCKLAND CORPORATION LTD - (VIC CONVEYANCING) C/- INFOTRACK C/- LANDATA

MELBOURNE

VENDOR

STOCKLAND HIGHLANDS PTY LTD

PURCHASER

N/A, N/A

REFERENCE

363316

This certificate is issued for:

LOT E PLAN PS742716 ALSO KNOWN AS 90 CENTRAL PARK AVENUE CRAIGIEBURN
HUME CITY

The land is covered by the:
HUME PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:
- is included in a COMPREHENSIVE DEVELOPMENT ZONE SCHEDULE 1
- is within a DEVELOPMENT PLAN OVERLAY - SCHEDULE 7

A detailed definition of the applicable Planning Scheme is available at :
(http://planningschemes.dpcd.vic.gov.au/schemes/hume)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:
(http://vhd.heritage.vic.gov.au/)

Additional site-specific controls may apply. The Planning Scheme Ordinance should be checked carefully.
The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the relevant municipal offices.

LANDATA®
570 Bourke Street
Melbourne VIC 3000
Tel: (03) 8636 2456

17 October 2017

Hon. Richard Wynne MP
Minister for Planning

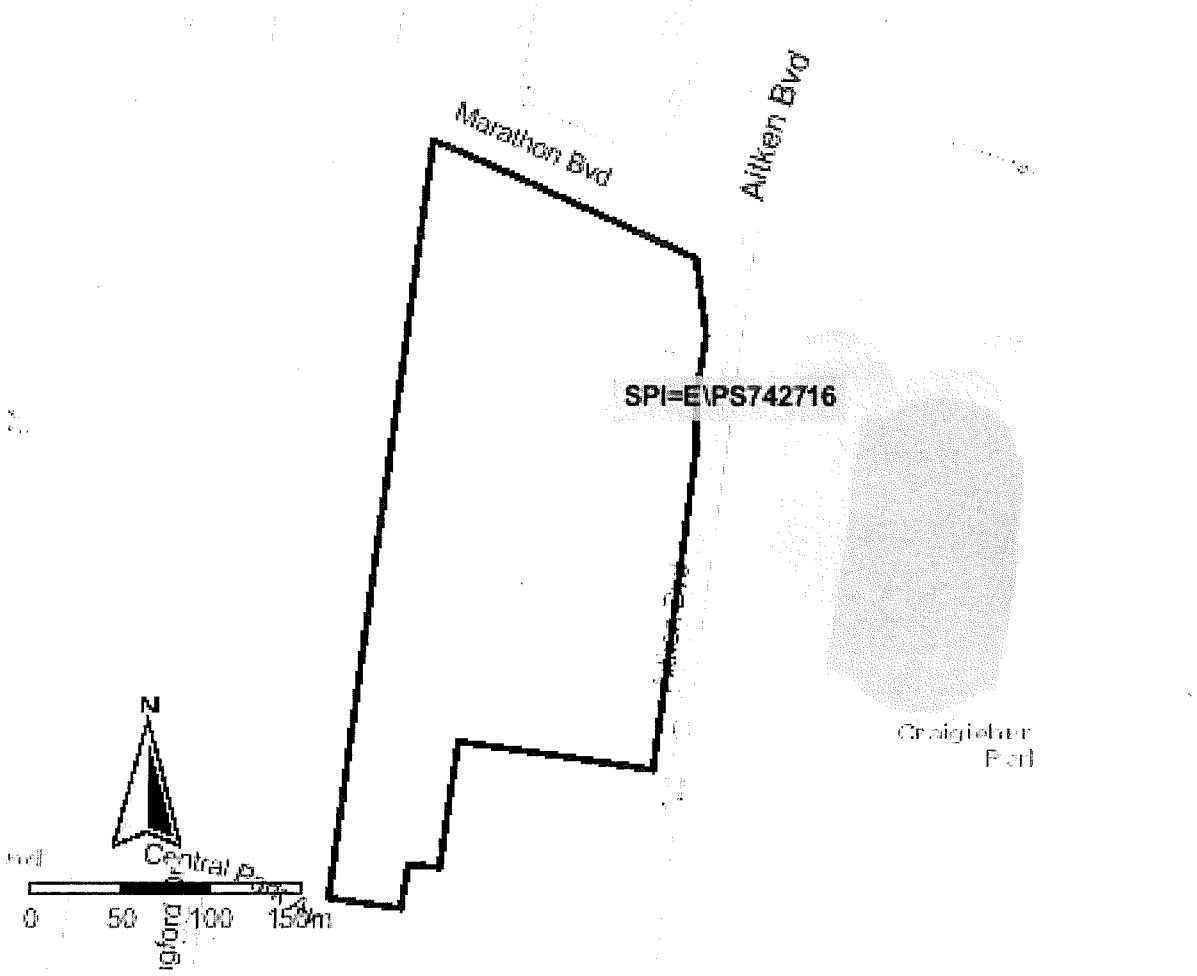
VICTORIA
State Government

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 8636 2456 or email landata.enquiries@delwp.vic.gov.au.

Please note: The map is for reference purposes only and does not form part of the certificate.



Copyright © State Government of Victoria. Service provided by www.land.vic.gov.au

Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm and for as little as $11.70 (plus your broker's service fee where applicable) receive your authoritative Planning Certificate same day, in most cases within the hour. Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA ®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA ® for auditing purposes and will not be released to any third party except as required by law.

VICTORIA State Government

Yarra Valley Water

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

8th January 2018

Stockland Corporation Ltd - (VIC Conveyancing) C/-
LANDATA

Dear Stockland Corporation Ltd - (VIC Conveyancing) C/-,

RE: Application for Water Information Statement

Property Address:	90 CENTRAL PARK AVENUE CRAIGIEBURN 3064
Applicant	Stockland Corporation Ltd - (VIC Conveyancing) C/- LANDATA
Information Statement	30353336
Conveyancing Account Number	7959580000
Your Reference	363316

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Encumbrance Statement
- Melbourne Water Encumbrance Statement
- Asset Plan
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address enquiry@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Yarra Valley Water Encumbrance

Property Address	70 CENTRAL PARK AVENUE CRAIGIEBURN 3064

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

This property is in a mandated recycled water area and both recycled and potable water will be available. Until recycled water is available, potable water will be supplied through both water meters. Normal restrictions guidelines apply to potable water. Further information can be found on our website at www.yvw.com.au.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.

2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

Yarra Valley Water

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Melbourne Water Encumbrance

Property Address	90 CENTRAL PARK AVENUE CRAIGIEBURN 3064

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.

Yarra Valley Water

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Melbourne Water Encumbrance

Property Address	70 CENTRAL PARK AVENUE CRAIGIEBURN 3064

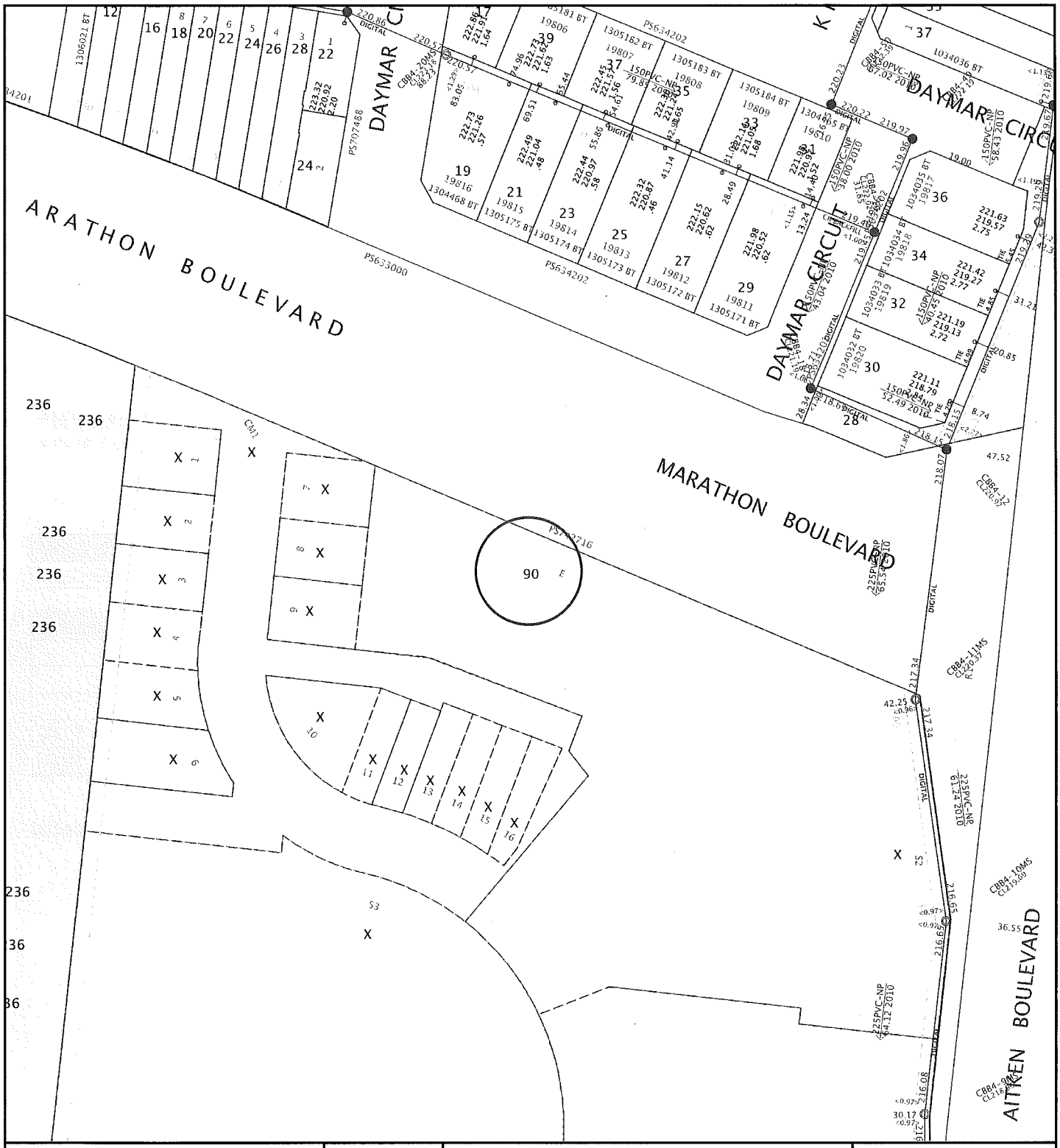
STATEMENT UNDER SECTION 158 WATER ACT 1989

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.

2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.



Yarra Valley Water **Information Statement** **Number: 30353336**	**Address**	90 CENTRAL PARK AVENUE CRAIGIEBURN 3064	Yarra Valley Water ABN 93 066 902 501
	Date	08/01/2018	N
	Scale	1:1000	

Existing Title	Access Point Number	GLV2-42	MW Drainage Channel Centreline		Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd: - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets; - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information; - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;
Proposed Title	Sewer Manhole		MW Drainage Underground Centreline		
Easement	Sewer Pipe Flow		MW Drainage Manhole		
Existing Sewer	Sewer Offset	<1.00>	MW Drainage Natural Waterway		
Abandoned Sewer	Sewer Branch				

Yarra Valley Water

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Stockland Corporation Ltd - (VIC Conveyancing) C/-
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 4717136475
Rate Certificate No: 30353336

Date of Issue: 08/01/2018
Your Ref: 363316

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
90 CENTRAL PARK AVE, CRAIGIEBURN VIC 3064	E\Pt E PS742716	5143983	Residential

Agreement Type	Period	Charges	Outstanding
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
		Balance Brought Forward	$0.00
		Total Due	$0.00

IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS
To ensure you accurately adjust the settlement amount, we strongly recommend you book a Special Meter Reading:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.

GENERAL MANAGER
RETAIL SERVICES

Note:

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of $100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
4. If the total due displays a (-$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. Any deferred property debt is included in the arrears figures.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2017, Residential Water Usage is billed using the following step pricing system: 264.36 cents per kilolitre for the first 44 kilolitres; 310.58 cents per kilolitre for 44-88 kilolitres and 461.93 cents per kilolitre for anything more than 88 kilolitres
9. From 01/07/2017, Residential Recycled Water Usage is billed 231.91 cents per kilolitre
10. From 01/07/2017, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 204.87 cents per kilolitre
11. From 01/07/2017, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 204.87 cents per kilolitre

Yarra Valley Water

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Property No: 5143983

Address: 90 CENTRAL PARK AVE, CRAIGIEBURN VIC 3064

Water Information Statement Number: 30353336

HOW TO PAY

BPAY

Biller Code: 344366
Ref: 47171364755

Mail a Cheque with the Remittance Advice below to:
Yarra Valley Water
GPO Box 2860 Melbourne VIC 3001

Amount Paid | **Date Paid** | **Receipt Number**

Please Note: BPAY is available for individual property settlements.

PROPERTY SETTLEMENT REMITTANCE ADVICE

Property No: 5143983

Address: 90 CENTRAL PARK AVE, CRAIGIEBURN VIC 3064

Water Information Statement Number: 30353336

Cheque Amount: $

Yarra Valley Water

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Did you know?
PEXA is a property exchange network that allows secure, online lodgment and Financial Settlement.
Property Land Titles are lodged online at settlement, whilst funds are settled through the Reserve Bank of Australia, meaning that the vendor will usually receive their cleared funds on the same day.
There's no need to wait on the phone for payout figures as transfer and Electronic Notice of Sale documents are transmitted automatically at settlement.

Key benefits for you

- Free to register
- Fast, immediate updates
- Potential to settle in minutes (not days)
- Pre-lodgement verification improves information accuracy
- Conveyencers, banks, legal firms and land registries share information
- No need to physically attend settlement
- Funds settle through the Reserve Bank of Australia

Want to know more or register?
Please visit the PEXA website or contact them directly:
https://www.pexa.com.au/howpexaworks
Phone: 1300 084 515 between 7am-10pm AEST/AEDT Monday to Friday excluding national public holidays
Email: support@pexa.com.au

Extract of EPA Priority Site Register

EPA VICTORIA

**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 90 CENTRAL PARK AVENUE
SUBURB: CRAIGIEBURN
MUNICIPALITY: CITY OF HUME
MAP REFERENCES: Melways 40th Edition, Street Directory, Map 386 Reference F6
Melways 40th Edition, Street Directory, Map 386 Reference E7
Melways 40th Edition, Street Directory, Map 386 Reference E6

DATE OF SEARCH: 17th October 2017

PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map references, corresponding to the address given above, has indicated that this site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register at the above date.

IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

You should be aware that the Priority Sites Register lists only those sites for which EPA has requirements for active management of land and groundwater contamination. Appropriate clean up and management of these sites is an EPA priority, and as such, EPA has issued either a:

Clean Up Notice pursuant to section 62A, or a
Pollution Abatement Notice pursuant to section 31A or 31B

of the Environment Protection Act 1970 on the occupier of the site to require active management of these sites.

The Priority Sites Register does not list all sites known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register.

Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Municipal planning authorities hold information about previous land uses, and it is advisable that such sources of information also be consulted.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA for $8 per Notice.

For more information relating to the Priority Sites Register, refer to EPA contaminated site information bulletin: Priority Sites Register & Contaminated Land Audit Site Listing (EPA Publication 735). For a copy of this publication, copies of relevant Notices, or for more information relating to sites listed on the Priority Sites Register, please contact EPA as given below:

Environment Protection Authority Victoria
GPO Box 4395 Melbourne Victoria 3001
Tel: 1300 372 842

[Extract of Priority Sites Register] # 26541777 - 26541777152629 '363316'

Department of Environment, Land, Water and Planning

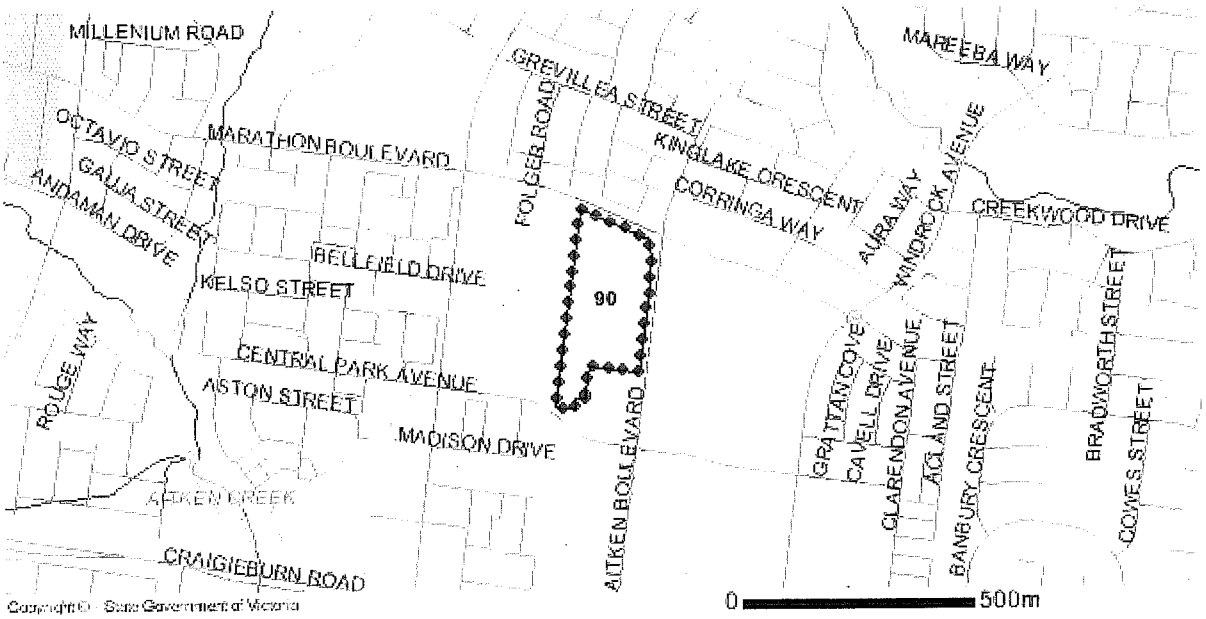
Designated Bushfire Prone Areas

from www.planning.vic.gov.au on 14 November 2017 01:53 PM

Lot and Plan Number: Lot E PS742716
Address: 90 CENTRAL PARK AVENUE CRAIGIEBURN 3064
Local Government (Council): HUME **Council Property Number:** 701236
Directory Reference: Melway 386 F6

This parcel is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.

Designated Bushfire Prone Area Map



Bushfire Prone Area Legend

Bushfire Prone Area | Selected Land | Railway | Tram | River, stream | Lake, waterbody

Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011, as amended by gazette notices on 25 October 2012, 8 August 2013, 30 December 2013, 3 June 2014, 22 October 2014, 29 August 2015, 21 April 2016, 18 October 2016, 2 June 2017 and 6 November 2017.

The Building Interim Regulations 2017 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed via the Bushfire Prone Areas Map Service at http://services.land.vic.gov.au/maps/bushfire.jsp or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

For Planning Scheme Provisions in bushfire areas visit Planning Schemes Online

For Planning Scheme Provisions for this property return to the GetReports list and select the Planning Property Report.

Copyright © - State Government of Victoria
Disclaimer: This content is based on information provided by local government and other sources and is provided for information purposes only. The Victorian Government makes no claim as to the accuracy or authenticity of the content and does not accept any liability to any person for the information provided.
Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32(2)(dc) of the Sale of Land 1962 (Vic).

VICTORIA State Government — Environment, Land, Water and Planning

Ref File:P19189
CHRIS BRYCE
9205 2319

HUME CITY COUNCIL

1079 PASCOE VALE ROAD
BROADMEADOWS
VICTORIA 3047

Postal Address:
PO BOX 119
DALLAS 3047

Telephone: 03 9205 2200
Facsimile: 03 9309 0109
www.hume.vic.gov.au

Friday, 17 June 2016

STOCKLAND DEVELOPMENT PTY LTD
COLLIE PTY LTD
29 COVENTRY ST
SOUTHBANK VIC 3006

Dear Sir/Madam,

RE: PROPOSED: **THE DEVELOPMENT OF 198 DOUBLE STOREY DWELLINGS IN ACCORDANCE WITH ENDORSED PLANS**

LOCATED AT: **440 CRAIGIEBURN RD CRAIGIEBURN VIC 3064, (LOT DD PS 711380X VOL 11507 FOL 789)**

APPLICATION NO: **P19189**

Further to the above application, please find enclosed your planning permit. You will note that no plans have been endorsed. This is due to the requirement in Condition 1 of the permit that modifications to the plan are required prior to endorsement.

YOU SHOULD NOW CAREFULLY READ THE PERMIT CONDITIONS.

Your attention is drawn particularly to any conditions requiring the submission of further material such as modified layout or engineering construction plans, drainage computations and landscaping plans. Council's consent to the proposal is based on these conditions being met.

Although this permit is granted any person using the land or buildings must still comply with any other Statute, Statutory Rule, By-Law or Regulation which applies to the land and/or construction of buildings and works.

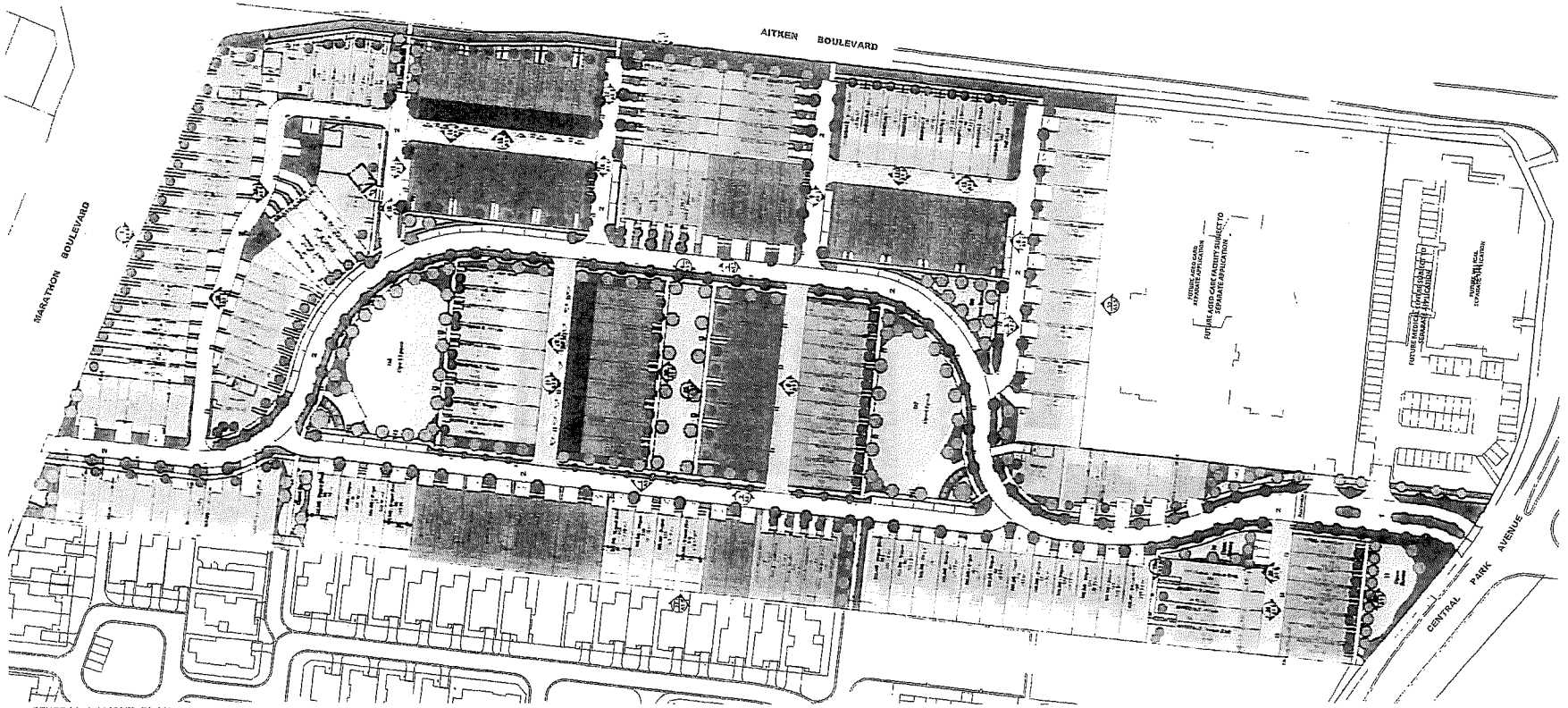
If the proposal includes building works, a copy of the endorsed plan should be submitted to either the Hume Building Control Services on 9205 2325 or any private building surveyor engaged to certify your application for building approval.

If you need any conditions explained please contact me.

Yours faithfully

CHRIS BRYCE
SENIOR TOWN PLANNER

Enc.



1 GENERAL LAYOUT PLAN
SCALE 1:500 at A0
0 10 20 30 40 50

METRICON DWELLING SCHEDULE

PLANNING PERMIT

HUME CITY COUNCIL

Permit No.: P19189
Planning scheme: Hume Planning Scheme
Responsible authority: Hume City Council

ADDRESS OF THE LAND:
(Lot DD PS 711380X Vol 11507 Fol 789),
440 CRAIGIEBURN RD
CRAIGIEBURN VIC 3064

This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the *Planning and Environment Act 1987*. The copy must not be used for any other purpose.

THE PERMIT ALLOWS:
THE DEVELOPMENT OF 198 DOUBLE STOREY DWELLINGS IN ACCORDANCE WITH ENDORSED PLANS

NOTE: THIS IS A PLANNING PERMIT - NOT A BUILDING APPROVAL. IF THIS PROPOSAL INCLUDES ANY BUILDING WORK A BUILDING APPROVAL UNDER THE BUILDING ACT 1993 ('The Act') WILL ALSO BE REQUIRED. IF ANY SUCH PLAN ENDORSED WITH THIS PERMIT NEEDS TO BE MODIFIED TO MEET ANY REQUIREMENTS FOR BUILDING APPROVAL OR FOR ANY OTHER REASON YOU MUST SUBMIT ANY SUCH MODIFIED PLAN TO THE COUNCIL'S PLANNING DEPARTMENT FOR ENDORSEMENT.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. Before the development starts, 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 show:

   a. Details of lighting within the internal access ways and public realm areas.

   b. Location of 6m3 storage for all dwellings.

   c. Details of the internal layout of Dwellings 27 and 28 along with their external elevation design, garage detail and their private open space fencing and location detail enduring dwelling and private open space integration and visual presentation of dwellings to the external street interface.

   d. Details of the internal layout of Dwellings 38 and 39, the integration with the private open space of the dwellings and the internal living areas and any revised elevation plans.

   e. Details of the fencing/gate detail for the open space connections between the subject site and the adjoining retirement village.

Date issued: 17 June 2016

Signature for the responsible authority: [signature]

This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the *Planning and Environment Act 1987*. The copy must not be used for any other purpose.

f. Details are to be provided in relation to the location and provision of any multi-unit group mail box banks.

2. The development as shown on the endorsed plans or described in the endorsed documents must not be altered or modified except with the written consent of the Responsible Authority.

3. Once the development permitted by this permit has commenced, it must be continued, completed and maintained thereafter to the satisfaction of the Responsible Authority.

4. Prior to the commencement of any buildings and works, the owner must enter into an agreement with the Responsible Authority made pursuant to section 173 of the Planning and Environment Act 1987 to provide for the following:

   a) The implementation of the Waste Management Plan endorsed under condition 4 of this permit.

   b) Amendments to the Waste Management Plan, to be made only with the prior written consent of the responsible authority.

   Prior to the commencement of any buildings and works, application must be made to the Registrar of Titles to register the section 173 agreement on the title to the land under section 181 of the Act.

   The owner/operator under this permit must pay the reasonable costs of the preparation, (and) execution and registration of the section 173 agreement.

5. All external materials, finishes and paint colours are to be to the satisfaction of the Responsible Authority.

6. All external cladding and roofing of the buildings hereby permitted must be of a non-reflective nature and must be coloured or painted in colours satisfactory to the Responsible Authority.

7. Outdoor lighting must be designed, baffled and located to the satisfaction of the Responsible Authority such that no direct light is emitted outside the boundaries of the subject land.

8. Any equipment required for air-conditioning, heating and the like must be located on the subject land or premises so that they are not visible from the street and surrounding public open space reserves and must be suitably insulated for the purpose of reducing noise emissions, to the satisfaction of the Responsible Authority.

9. The owner or developer under this permit shall be required to submit to the Responsible Authority for approval 3 x A1 copies of landscape plans for all landscape elements, including the 3m Council buffer in Aitken Boulevard. When approved the plans will be endorsed and will then form part of the permit. The development of these areas must be completed in accordance with the approved plans prior to the use of the development.

Date issued: 17 June 2016 ***Signature for the responsible authority:*** Katrina Shen

This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the *Planning and Environment Act 1987*. The copy must not be used for any other purpose.

10. Following approval of the landscape development plans for works in Council's road reserve, the owner or developer under this permit will be required to forward to Council's Subdivision Landscape Officer a copy of the specification and an estimate of costs for all works.

11. The contractors undertaking the associated landscape development works in Council's road reserve must arrange a pre-construction meeting with Council's Subdivision Landscape Officer prior to commencement of any works.

12. The Responsible Authority must be notified of the completion of the public open space/landscape areas, and an inspection undertaken before the maintenance period is to commence. The Council road reserve landscape must be maintained for a minimum period of two (2) years after completion.

13. Council requires that developers forward as constructed electronic files in DWG and PDF format for all landscape development works in Council's road reserve (including approved irrigation systems) to Council at the beginning of the maintenance period. At the end of the specified maintenance period, the developer should request an end of maintenance inspection. This inspection will ensure that the asset has been maintained to the prescribed standard and can be handed over to Council.

14. No street trees are to be removed or relocated as part of this development without the prior written approval of the Responsible Authority. Any street trees approved to be removed and/or replaced are to be removed and/or replaced by Council at the owner's or developer's expense.

15. The use or development permitted by this permit must not, in the opinion of the Responsible Authority, adversely affect the amenity of the locality.

16. Areas set aside for the parking of vehicles together with the aisles and access lanes must be properly formed to such levels that they can be utilised in accordance with the endorsed plan(s) and must be drained and provided with an all-weather seal coat. The areas must be constructed, drained and provided and maintained in a continuously useable condition to the satisfaction of the Responsible Authority.

17. Areas set aside for the parking and movement of vehicles as shown on the endorsed plan(s) must be made available for such use and must not be used for any other purpose.

18. Prior to the development of the medium density or at such other time which is agreed between Council and the permit holder, detailed design plans must be submitted to and approved by the responsible authority for construction of the roundabout and associated works within Central Park Avenue and its surrounds.

    When approved the construction plans will then form part of the permit. The plans must be drawn to scale with dimensions and must be submitted for review. Three copies must be submitted for stamping approval. The plans must include:

    (a) Engineering plans, standard drawings and specifications in accordance with an Infrastructure Design Manual approved by the responsible authority for the proposed works that are to become public assets.

Date issued: ***17 June 2016*** ***Signature for the responsible authority:*** Patricia Mer

This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the *Planning and Environment Act 1987*. The copy must not be used for any other purpose.

(b) A table of offsets for all utility services and street trees.

(c) Details of any water, gas, electricity and/or telecommunication services and conduits as required by the relevant service provider and/or the responsible authority.

(d) Location and alignment of kerbs, indented parking spaces, footpaths, shared paths, bus stops and traffic controls.

(e) Fully sealed pavements with kerb and channel including traffic management devices where appropriate.

Unless agreed to in writing by Council, all works shown on the endorsed construction plans must be constructed and are to be completed to the satisfaction of the responsible authority prior to the development of the medium density.

19. The boundaries of all car spaces, access and egress lanes and the direction in which vehicles should proceed along the access lanes must at all times be clearly indicated on the ground to the satisfaction of the Responsible Authority.

20. In areas set aside for parking, kerbs or barriers or other means of protection must be installed to the satisfaction of the Responsible Authority so as to prevent damage by vehicles to the fence.

21. All visitor parking bays are to be linemarked and signed to the satisfaction of the responsible authority.

22. Any vehicle access to and from the subject land from any roadway or service lane must be by way of a vehicle crossing constructed in accordance with Council's Vehicle Crossing Specifications to suit the proposed driveway(s) and the vehicles that will use the crossing(s). The location, design and construction of the vehicle crossing(s) must be approved by the Responsible Authority after first obtaining a road opening permit from Council.

23. Any services within the road reserve that require relocation must be approved by the relevant service authority and any such relocation must be made at the owner's or developer's cost.

24. The whole of the subject land, including any landscaped and paved areas, must be graded and drained to the satisfaction of the Responsible Authority so as to prevent the discharge of stormwater from the subject land across any road or footpath or onto adjoining land. All stormwater storage tanks must have the overflow pipe connected to the legal point of discharge.

25. Any cut or fill must not interfere with the natural overland stormwater flow.

26. No polluted and / or sediment laden runoff is to be discharged directly or indirectly into Council's drains or watercourses during construction.

27. Stormwater from all paved area must be retained within the property and drained to the sites underground stormwater system, including pavement over the easement area.

Date Issued: 17 June 2016 ***Signature for the responsible authority:***

This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the *Planning and Environment Act 1987*. The copy must not be used for any other purpose.

28. Provision of litter control at stormwater inlet points within car park and paved areas. All stormwater pits to be Channel Grated or Grated as per Council's Standard Dwg SD 210/215 or SD225 respectively.

29. Prior to the commencement of any buildings or works, engineering plans showing a properly prepared design with computations for the internal drainage and method of disposal of stormwater from all roofed areas and sealed areas must be submitted to and approved by the Council's Civil Design Section.

30. Stormwater must not be discharged from the subject land other than by means of an underground pipe drain to a Council nominated point of discharge in a road or to an underground pipe drain and the drainage system must be designed to the requirements and satisfaction of the relevant Building Surveyor.

31. Give way line marking and signage is to be provided on the main common property access road and its intersection with Marathon Boulevard to the satisfaction of the Responsible Authority.

32. This permit will expire if one of the following circumstances applies:

    a) The development is not commenced within three years of the date of this permit.

    b) The development is not completed within six years of the date of this permit.

    The Responsible Authority may extend the periods referred to if a request is made in writing:

    - Before or within six months after the permit expiry date, where the use or development allowed by the permit has not yet started; or

    - Within 12 months after the permit expiry date, where the development allowed by the permit has lawfully started before the permit expires.

    If a request for an extension of commencement/completion dates is made out of time allowed by condition, the responsible authority cannot consider the request and the permit holder will not be able to apply to VCAT for a review of the matter.

NOTES:

1. An application for a 'Consent to Dig in the Road Reserve' permit for all vehicle crossings (including modifications to existing vehicle crossings) is to be submitted to Council for approval. A copy of the Council endorsed plan showing all vehicle crossing details are to be attached to the application. Any service relocations are to the approval of the Service Authority and at the owner's cost.

2. An application for Legal Point of Stormwater discharge is required to obtain approval for the connection to the legal point of discharge.

Date issued: 17 June 2016 ***Signature for the responsible authority:*** _____

3. Prior to commencement of any works within the road reserve or require alteration/connection to the Council's drainage assets in the road reserve/easement, an 'Application form for Consent to work within a Hume City Council Road Reserve' is required to be submitted to Council to obtain a permit to carry out the works.

4. Parallel and 90 degree parking space dimensions are to be provided to AS 2890.1 standard.

This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the *Planning and Environment Act 1987*. The copy must not be used for any other purpose.

Date issued: ***17 June 2016*** *Signature for the responsible authority:*

This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the *Planning and Environment Act 1987*. The copy must not be used for any other purpose.

IMPORTANT INFORMATION ABOUT THIS PERMIT

WHAT HAS BEEN DECIDED?

The responsible authority has issued a permit.
(Note: This is not a permit granted under Division 5 or 6 of Part 4 of the **Planning and Environment Act 1987.**)

CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?

The responsible authority may amend this permit under Division 1A of Part 4 of the **Planning and Environment Act 1987.**

WHEN DOES A PERMIT BEGIN?

A permit operates:
(a) from the date specified in the permit, or
(b) if no date is specified, from –
  (i) the date of the decision of the Victorian Civil and 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?

1. A permit for the development of land expires if –
   (a) the development or any stage of it does not start within the time specified in the permit; or
   (b) 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
   (c) 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 five years of the certification of the plan of subdivision or consolidation under the **Subdivision Act 1988.**
2. A permit for the use of land expires if –
   (a) 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
   (b) the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if –
   (a) the development or any stage of it does not start within the time specified in the permit, or;
   (b) 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
   (c) 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
   (d) the use is discontinued for a period of two years.
4. 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 6A(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 –
   (a) the use or development of any stage is to be taken to have started when the plan is certified; and
   (b) the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

WHAT ABOUT REVIEWS?

(a) The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal, in which case no right of review exists.
(b) An application for review 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 application for review must be lodged within 60 days after the giving of that notice.
(c) An application for review is lodged with the Victorian Civil and Administrative Tribunal.
(d) An application for review must be made on the relevant form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
(e) An application for review must state the grounds upon which it is based.
(f) A copy of an application for review must also be served on the responsible authority.
(g) Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.

Date issued: ***17 June 2016*** ***Signature for the responsible authority:***

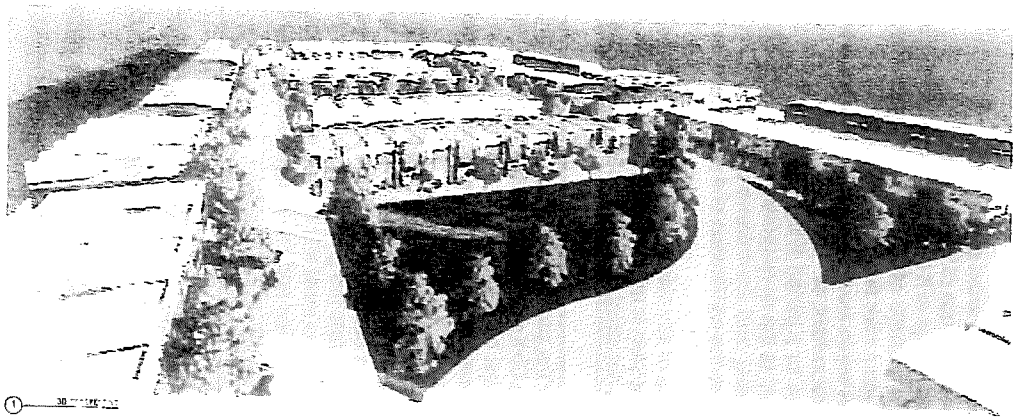
Stockland

GSA

[illegible] Employment Land

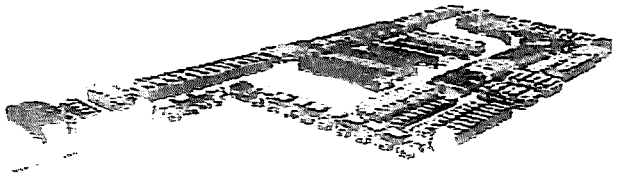
PAGE INDEX

TOWN PLANNING DRAWINGS						
DRAWING [illegible]	NAME	Rev	Size	Drawing Scales	Description	Date
A1.0	Cover Page	-	A0			17/11/2015
A1.1	General Layout Plan	-	A0	1:500		17/11/2015
A1.2	External Elevations	-	A0	1:200		17/11/2015
A1.3	External Elevations	-	A0	1:200		17/11/2015
A1.4	External Elevations	-	A0	1:200		17/11/2015
A1.5	External Elevations	-	A0	1:200		17/11/2015
A1.6	Shadow Diagrams	-	A0			17/11/2015



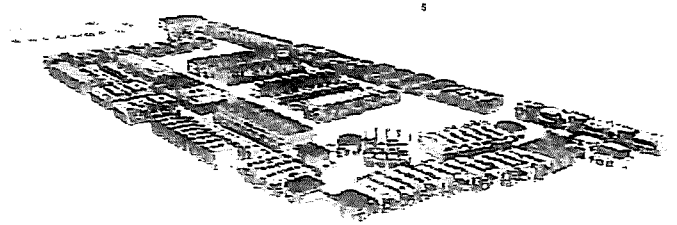
1 3D [illegible]

4



Perspective from South East

5



Perspective from North East

Amendments

Rev	Description	Date
A	[illegible]	[illegible]

Subdivisions

Rev	Description	Date

Consultant

Consultant Company
client details

Consultant

Consultant Company
client details

Consultant

Consultant Company
client details

Client

Stockland

Stockland

GSA

Group GSA Pty Ltd
15 Essex Street Collingwood Victoria Australia 3066
www.gsaplus.com

T + 612 9416 5088 F + 612 9416 5099

Architecture Interior design urban design landscape
[illegible] architect T. Wallenfeld

Project Title

Townside

Drawing Title

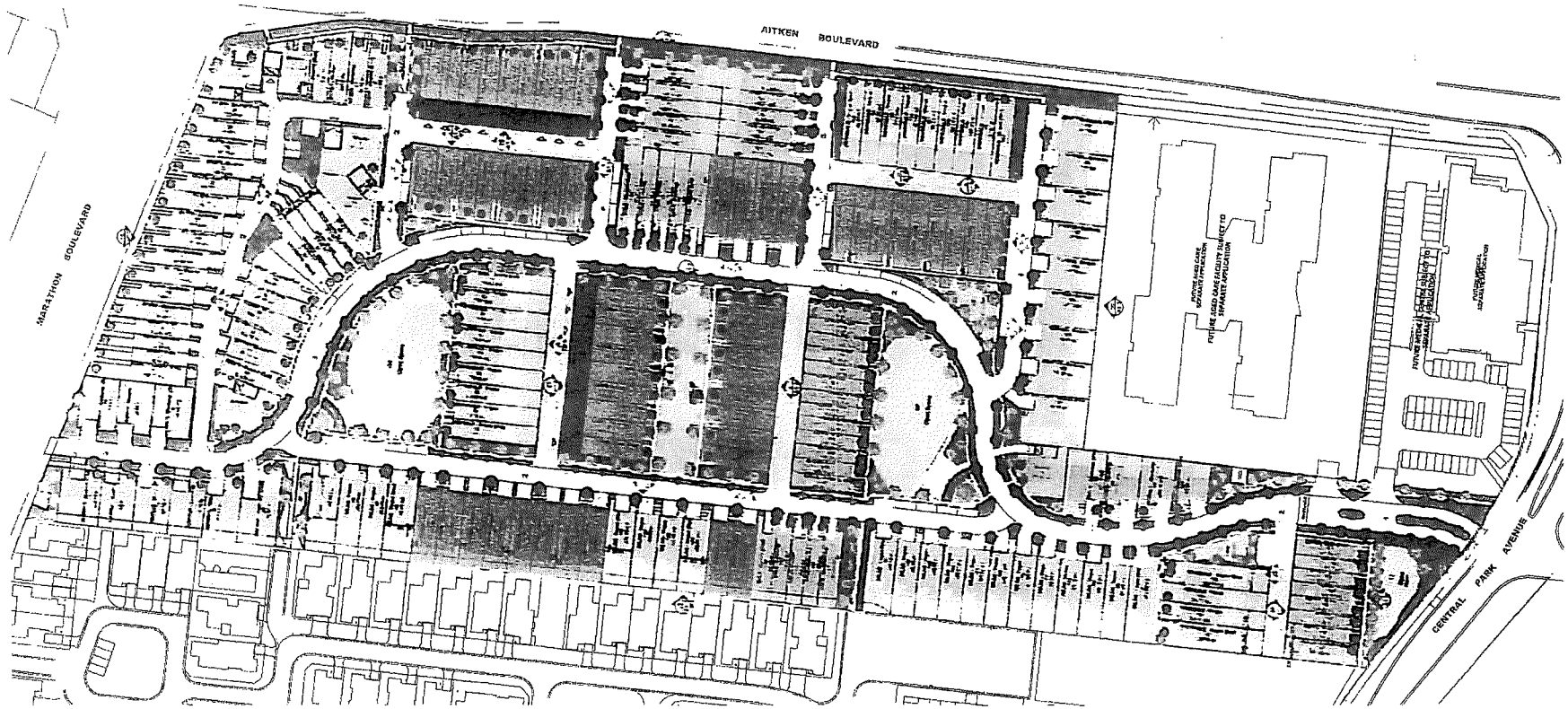
Cover Page

The drawing is the copyright of Group GSA Pty Ltd and may not be altered, reproduced or transmitted in any form or by any means in part or whole without the written permission of Group GSA Pty Ltd. All dimensions are in the [illegible] and verified on site prior to the commencement of any work. Nothing of [illegible] or [illegible] of [illegible]. Do not scale drawings. Our liquid [illegible].

Project and Model No. | Scale | Drawn | Checked | Approved | Date

Project | Job No. | Drawing No. | Rev. #

15369 A1.0



1 GENERAL LAYOUT PLAN
SCALE 1:500 at A0

0 10 20 30 40 50

METRICON DWELLING SCHEDULE

METRICON DWELLING TYPES

Alpha
Beta
Bond
Boxer
Magna
Mercia
Mercia (H)
Milan
Roseate
Sigma

REFER TO THE METRICON PRODUCT GUIDE FOR FLOOR PLANS, ELEVATIONS AND COLOUR SCHEMES FOR EACH DWELLING TYPE.

SITE COVERAGE AREAS

DRAWING LEGEND

- Lot Reference Marker
- Tree
- Green Open Space
- Pedestrian Walkway
- Roadway
- Council Road
- Private Road
- Garage Entry Marker
- Red edge indicates obscure glazing to first floor windows to a height of 1.7m above FFL. Refer to the Dwelling Guide for details.
- Electrical Box
- Bins
- Applies on Boundary - indicated with dashed red line.

GENERAL NOTES:

Windows at first floor level that overlook a secluded private open space or a habitable room window of an adjoining dwelling and have a window sill height of 1.7 metres above finished floor level are to be screened to a height of 1.7 metres above finished floor level.

SITE PLANS ARE TO BE READ IN CONJUNCTION WITH THE METRICON PRODUCT GUIDE. REFER TO THE GUIDE FOR DETAILED PLANS, ELEVATIONS AND MATERIALS/ COLOUR SCHEMES FOR EACH INDIVIDUAL DWELLING TYPE.

REFER TO LANDSCAPE PLANS FOR STREETSCAPE AND PLANTING LAYOUTS

Issue	Description	Date
A	Planning Permit	20.10.14
B	Updated General Layout Plan	17.07.15

Consultant Company client details
Consultant Company client details
Consultant Company client details

Stockland

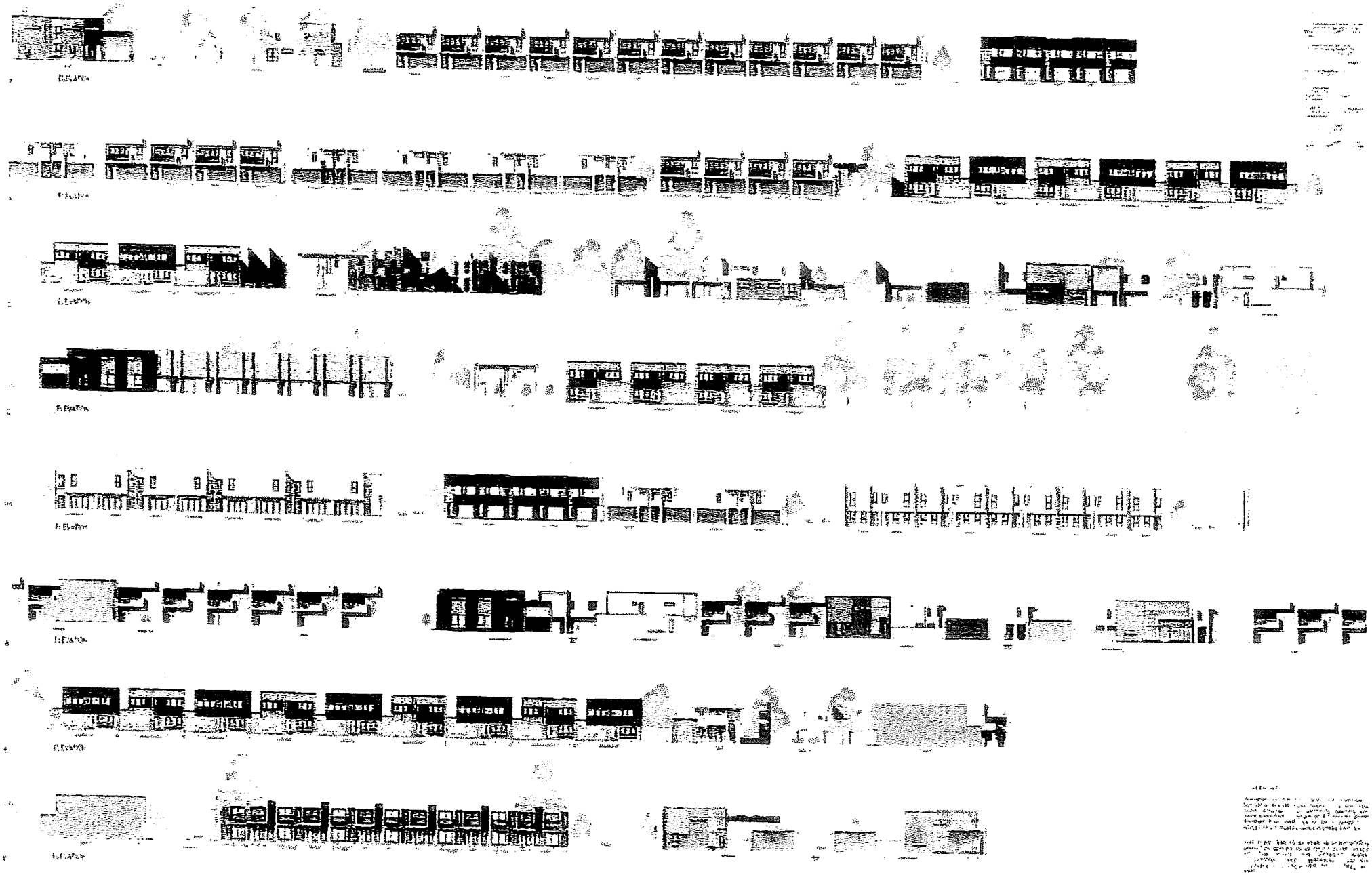
Owner GSA Pty Ltd
15 Davey Street Castlemaine
www.gsaspace.com
T + 612 5418 5088

ABN 76 005 113 770
Victoria Australia 3450
www.nmbl.com.au
F + 612 5418 5088

architecture interior design urban design landscape
non architect T. Whitefield

Project title: Townside
Drawing title: General Layout Plan

Planning and checked by: JC Date:
Approved: GC Approved:
Scale: Date: 4/10/2015 By: JC
Horizontal datum: Vertical datum: Plot date: 4/10/2015
Plot: Job no: 15369 Drawing no: A1.1 Rev: B



Stockline

GSA

Tomato

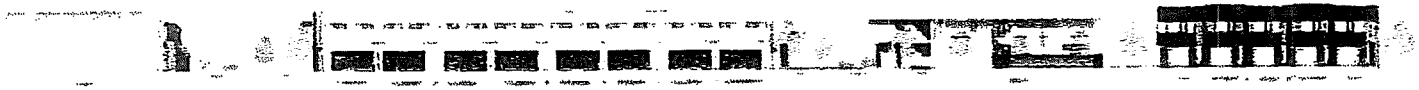
Ground Level Plan

15369 A1.2



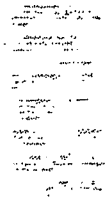


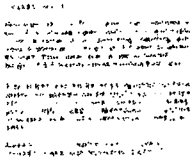




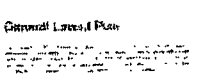




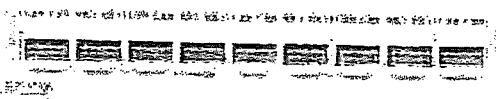


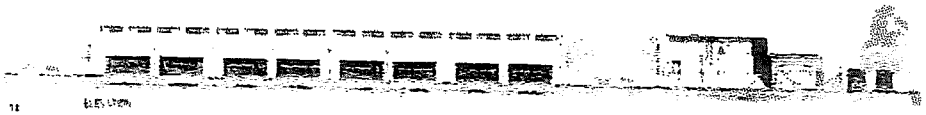




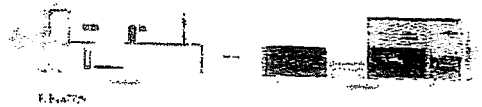








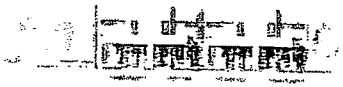


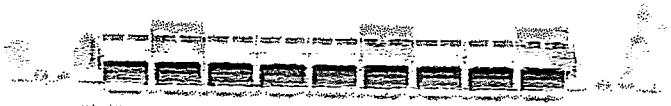






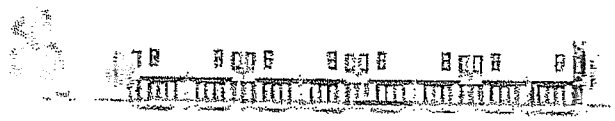


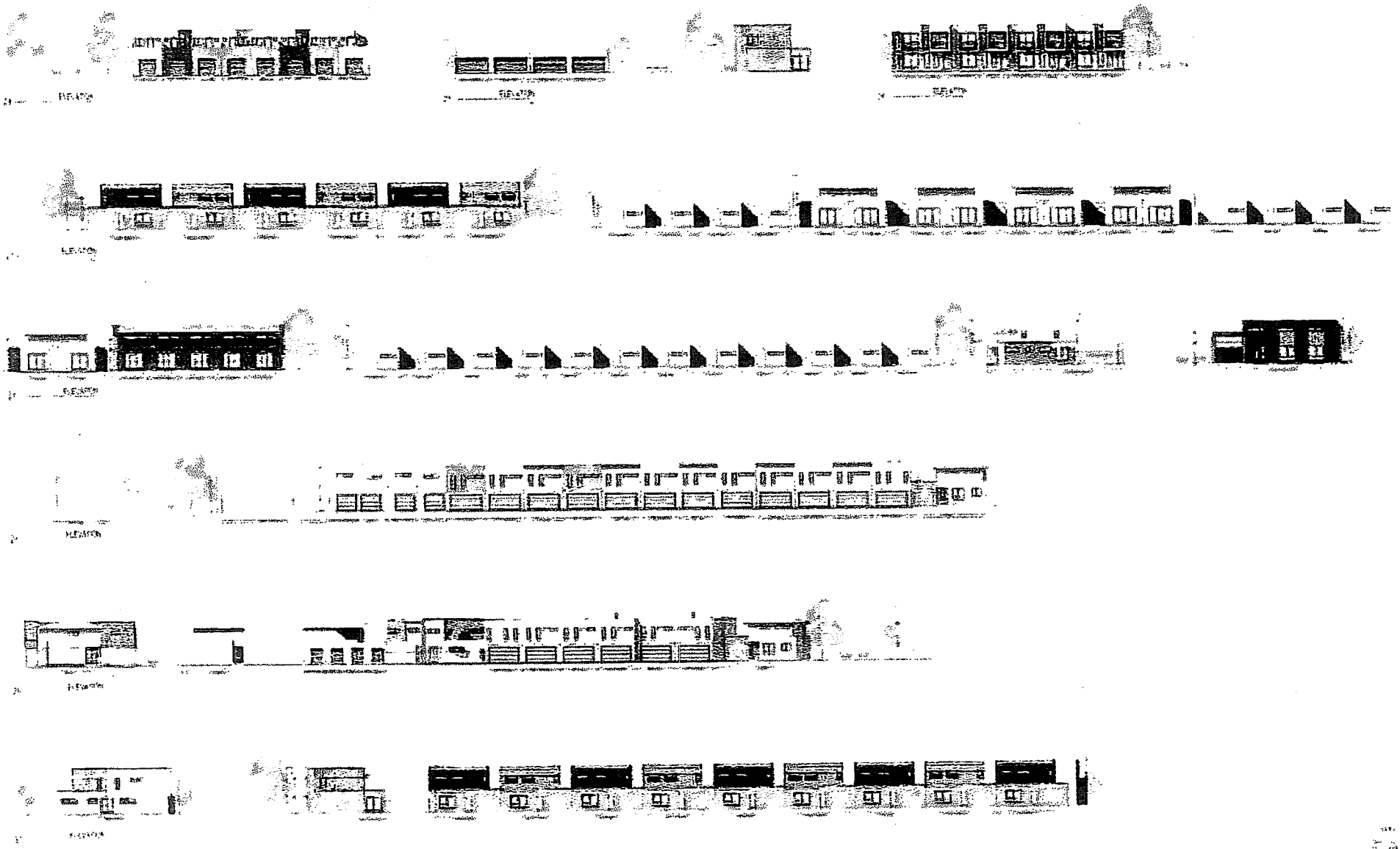












Stockland

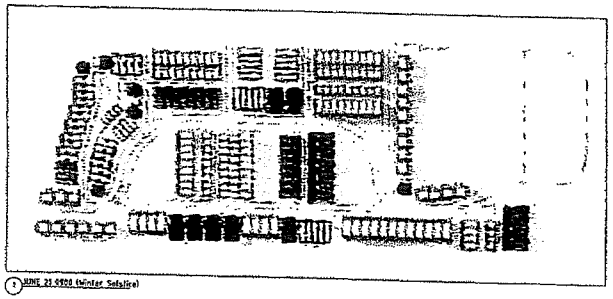
GSA

Townsdale

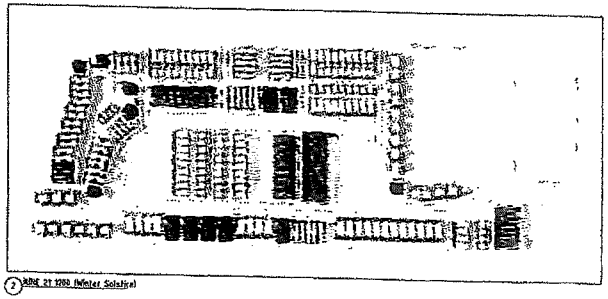
General Layout Plan

15246 A1.5

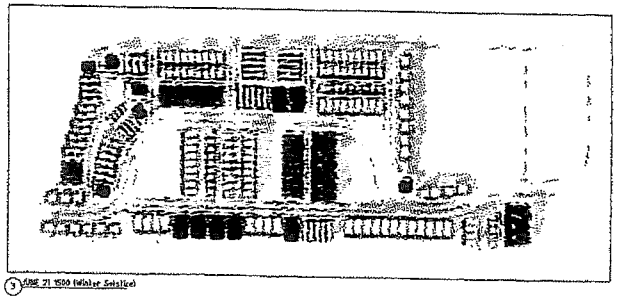
GENERAL NOTES



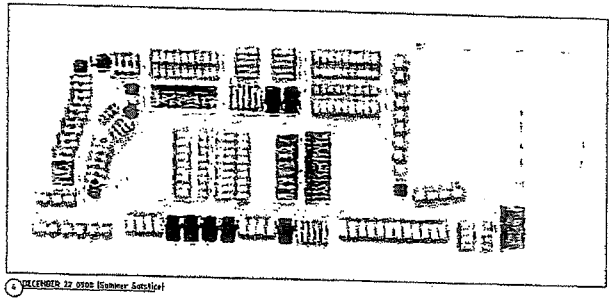
1 JUNE 21 0900 (Winter Solstice)



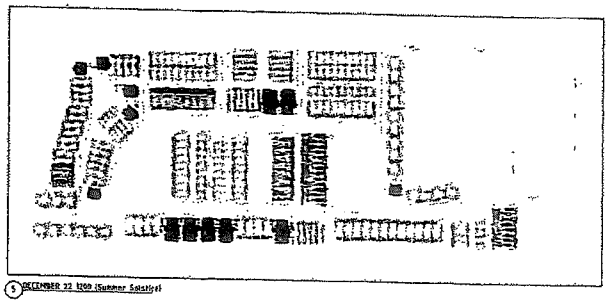
2 JUNE 21 1200 (Winter Solstice)



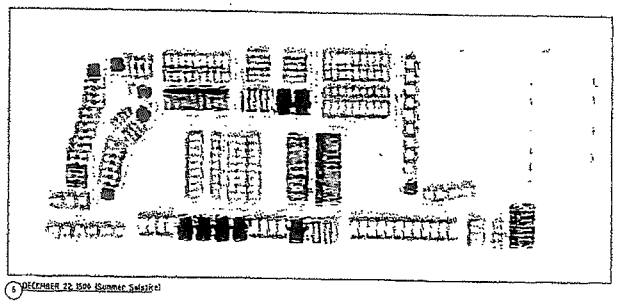
3 JUNE 21 1500 (Winter Solstice)



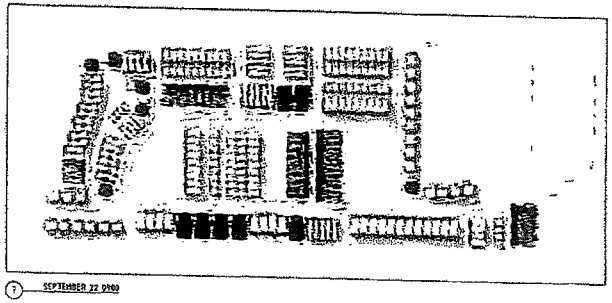
4 DECEMBER 22 0900 (Summer Solstice)



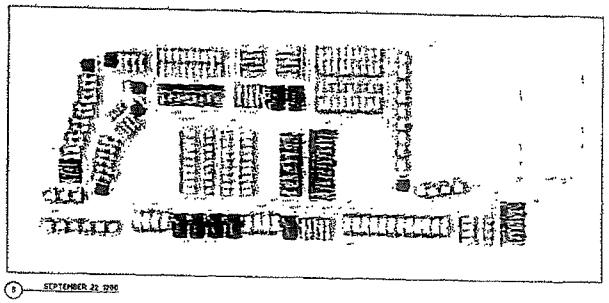
5 DECEMBER 22 1200 (Summer Solstice)



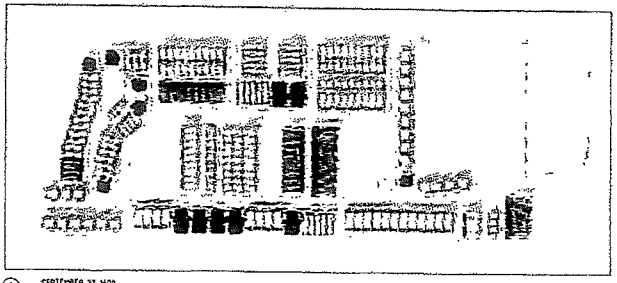
6 DECEMBER 22 1500 (Summer Solstice)



7 SEPTEMBER 22 0900



8 SEPTEMBER 22 1200



9 SEPTEMBER 22 1600

Issue	Description	Date
A	Planning Permit	20.10.15

Consultant
Consultant Company
client details

Consultant
Consultant Company
client details

Consultant
Consultant Company
client details

Client
Stockland

Group GSA Pty Ltd
19 Savoy Street Collingwood
www.gsa.com
T + 612 3416 5000
ABN 74 002 115 779
Victoria Australia 3066
www.gsa.com.au
F + 612 9416 5000
architecture interior design urban design landscape
com architects T. Wilkinson

Project Title
Townside

Drawing Title
Shadow Diagrams

This drawing is the copyright of Group GSA Pty Ltd and may not be altered, reproduced or transmitted in any form or by any means in part or whole without the written permission of Group GSA Pty Ltd. All rights and remedies are to be reserved and shall not be prejudiced by any consent or any other act, except as the consent of Group GSA Pty Ltd, or by any other person or by the owner of any part or whole of any part of the drawing or by any other person.

Scale: 1:5359 A1.6

Model rules for an owners corporation

1. Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

1. Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
2. This rule does not apply to—
   a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
   b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

2. Management and administration

2.1 Metering of services and apportionment of costs of services

1. The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
2. If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
3. Subrule (2) does not apply if the concession or rebate—
   a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
   b) is paid directly to the lot owner or occupier as a refund.

3. Use of common property

3.1 Use of common property

1. An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
2. An owner or occupier of a lot must not, without the written approval of the owners corporation, use for his or her own purposes as a garden any portion of the common property.
3. An approval under subrule (2) may state a period for which the approval is granted.
4. If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
5. An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
6. Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

3.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

3.3 Damage to common property

1. An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
2. An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
3. An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
4. An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
5. The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

4. Lots

4.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5. Behaviour of persons

5.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

5.2 Noise and other nuisance control

1. An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
2. Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

6. Dispute resolution

1. The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
2. The party making the complaint must prepare a written statement in the approved form.
3. If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
4. If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
5. The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
6. A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
7. If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the *Owners Corporations Act 2006*.
8. This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

Consumer Affairs Victoria

Due diligence checklist

What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting the Due diligence checklist page on the Consumer Affairs Victoria website (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

Is the property subject to an owners corporation?

If the property is part of a subdivision with common property such as driveways or grounds, it may be subject to an owners corporation. You may be required to pay fees and follow rules that restrict what you can do on your property, such as a ban on pet ownership.

Growth areas

Are you moving to a growth area?

You should investigate whether you will be required to pay a growth areas infrastructure contribution.

Flood and fire risk

Does this property experience flooding or bushfire?

Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

VICTORIA State Government

Consumer Affairs Victoria

Rural properties

Moving to the country?

If you are looking at property in a rural zone, consider:

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

Is there any earth resource activity such as mining in the area?

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

You should consider whether past activities, including the use of adjacent land, may have caused contamination at the site and whether this may prevent you from doing certain things to or on the land in the future.

Land boundaries

Do you know the exact boundary of the property?

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

Consumer Affairs Victoria

Planning controls

Can you change how the property is used, or the buildings on it?

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances – on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

Are there any proposed or granted planning permits?

The local council can advise you if there are any proposed or issued planning permits for any properties close by. Significant developments in your area may change the local 'character' (predominant style of the area) and may increase noise or traffic near the property.

Safety

Is the building safe to live in?

Building laws are in place to ensure building safety. Professional building inspections can help you assess the property for electrical safety, possible illegal building work, adequate pool or spa fencing and the presence of asbestos, termites, or other potential hazards.

Building permits

Have any buildings or retaining walls on the property been altered, or do you plan to alter them?

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

Are any recent building or renovation works covered by insurance?

Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

Consumer Affairs Victoria

Utilities and essential services

Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

Buyers' rights

Do you know your rights when buying a property?

The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights.