BOTANICA
GREEN

LAND INFORMATION

STAGE 1

Stage 1 - July 2017

This report has been prepared by Spiire on behalf of Botanica Green Pty Ltd.

16 Bridge Street, Bendigo, Victoria 3550 Australia

Issue Date	Revision No.	Author	Checked	Approved
Jan 2017	1	Spiire	PM	PM
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The purpose of this information?

This information has been provided on behalf of the developer as a summary of the key features and requirements at Botanica Green Estate, White Hills.

The following information is included in this report:

- Earthworks - Level 1 Filling
- Soil Reports
- Easements
- Water & Sewer Property Connections
- Underground Electrical
- Gas Supply
- NBN Availability
- Bushfire Attack Level (BAL)
- Fencing - Lots 33 to 38
- Landscape Buffer - Lots 33 to 38
- And, Protective Covenants

Earthwork - Level 1 Filling

Filling and compaction (Level 1 supervision) is in accordance with AS3798-1996, using selected imported clean material, including trimming to shape all as detailed on the drawings. Compaction shall be to a minimum 95% standard density ratio with moisture control within +/- 3% of Optimum Moisture Content.

Level 1 filling? What does this mean in simple terms? It means the filling is to be compacted to achieve a similar or better compaction and density than natural ground and a geotechnical engineer has supervised and approved these works. It should mean there will be no significant extra cost to build on the level 1 filled areas.

Soil Reports

Individual lot soil reports will be undertaken by a qualified geotechnical engineer for each lot within the development. These reports will provide your builder with the appropriate information to undertake the slab / footing design of your home. To obtain a copy of your report please contact the selling agent Gavin Butler Real Estate, email: sales@gavinbutler.com.au

Easements

An easement is a section of land registered on your title which gives someone the right to use the land for a specific purpose even though they are not the land owner. A common example of this is a sewer easement.

If you wish to build over an easement, you will need to get consent from whoever the easement is vested in e.g. Coliban Water. For information on easement locations please refer to your property title.

Water and Sewerage Property Connections

Botanica Green Estate is serviced by town water and reticulation sewer. Each property has a sewer and water connection available. The sewer connections have been brought within the boundary of each property. Information of the location and depth of the property connection can be found at Coliban Water.

Underground Electrical

Botanica Green Estate is serviced by underground electricity, each property has been supplied with an electrical pit at its boundary where connection is to be taken from. For any issues during connection please contact Powercor Australia.

Gas Supply

Botanica Green Estate is serviced by underground Natural Gas, each property has a gas connection available. For any connection issues please contact AusNet Services.

NBN Availability

Botanica Green Estate will be an NBN ready development. The **nbn** network is an exciting upgrade to Australia's existing landline phone and internet network. It's designed to provide every Australian with fast and reliable services for decades to come.

Bushfire Attack Level (BAL)

Botanica Green Estate is not within a Bushfire Management Overlay (BMO), however as per normal requirements a basic Bushfire Attack Level (BAL) assessment will be required to be undertaken as part of your building permit process.

Fencing - Lots 33 to 38

At part of the development works, the developer at their own cost, will be installing the rear fence (northern boundary) of lots 33 to 38.

Landscape Buffer - Lots 33 to 38

A 5m landscape buffer at the rear of lot 33 to 38 will be planted by the developer. The purpose of the landscape buffer is to provide a buffer between the habitable buildings to be built on lots 33 to 38 of the land and a Powercor depot. A legal covenant will be placed on your lot title to the effect of:

a) No habitable buildings will be constructed within the Landscape Buffer without the prior consent of the Council; and
b) the Landscape Buffer shall be maintained by the Owner to the satisfaction of the Council, unless with prior written consent of the Council.

The full agreement is attached in appendix D

Protective Covenants

For information of the protective covenants at Botanica Green Estate please refer to Appendix A of this report.

Appendix A

Protective Covenants

Protective Covenants—Lots 1 - 24

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COVENANT TO BE INSERTED IN TRANSFER Lots 1 - 24

AND the Transferee with the intention that the benefit of this Covenant shall be attached to and run at law and in equity with every Lot on Plan of Subdivision No. (the Plan) other than the Lot hereby transferred (burdened land) and that the burden of this Covenant shall be annexed to and run at law and in equity with the burdened land does hereby for himself, his heirs, executors, administrators and transferees, and as separate Covenant covenants with the Transferor and the registered proprietor or proprietors for the time being of every Lot on the Plan and every part or parts thereof other than the burdened land hereby transferred, that the Transferee, his heirs, executors, administrators and transferees shall not at any time

A. On the burdened land or any part of parts thereof:

(a) build, construct or erect or cause or permit to be built, constructed or erected any building other than one private dwelling house (constructed of all new materials) having an area of not less than 150 square metres within the outer walls thereof (such area to be calculated by excluding the area of any carports, workshops, garages, terraces, patios, pergolas or verandahs attached to such house) provided that nothing herein contained shall prohibit the erection on the said land of a garage and/or other normal residential outbuildings where a private dwelling house is or is being erected on the said land.

(b) build, construct or erect or cause or permit to be built, constructed or erected any garage and/or normal residential outbuilding having a height greater than 4 metres which together have a total aggregate floor area greater than 60 square metres provided that in calculating such total aggregate area of 60 square metres,

(i) The floor area of any garage which is incorporated as an integral part of the structure of a dwelling house constructed on the said land shall be ignored and ,

(ii) The floor area of any normal residential outbuilding with a floor area not exceeding 10 square meters shall be ignored,

and further provided that nothing herein contained shall be construed as limiting the height of any garage which is incorporated as an integral part of the structure of a dwelling house constructed on the said land.

(c) build, construct or erect or cause to be built, constructed or erected any dwelling house, garage or normal residential outbuilding unless the whole of any such structure is situated not less than 4 metres from the front boundary of the burdened land.

(d) build, construct or erect or cause or permit to be built constructed or erected any fence on the title boundaries (excluding the front boundary) other than a Colourbond fence of the colour " Monument " of 1.8 metres in height inclusive of a bottom plinth of 0.15 metres . This height shall reduce in accordance with normal fencing design in the first two panels of each side boundary from the front boundary. This shall not apply to any part of the dwelling construction forming part of the title boundary.

Protective Covenants—Lots 1 - 24

(e) move thereon any building which has been wholly or partly completed nor any part thereof.

(f) build or construct or cause to be built or constructed any driveway unless such driveway is constructed from concrete, pressed bricks, pavers, asphalt or other durable all weather surface

(g) build, construct or erect or cause to be built, constructed or erected any hot water service which is visible from the street frontage.

(h) permit or cause to be permitted or allow to be permitted recreational or commercial vehicles including but not limited to utility trucks, vans, boats, caravans or motor cycles to be parked or accommodated where they can be visible from the street frontage.

(i) accumulate or cause or permit to be accumulated any waste, rubbish, building or site excavations, grass clippings or prunings .

B. Use the burdened land for business purposes (with the exception of "Home Occupation "as defined in the Greater Bendigo Planning Scheme) or as a depot.

C. Subdivide the burdened land.

PROVIDED always that the Transferor reserves the right to release, vary, add to or modify these Covenants in relation to other land of the Transferor including other land in the said Plan of Subdivision.

AND it is intended that the above Covenant shall appear on the Certificate of Title to issue for the burdened land and run at law and in equity with the burdened land.

Protective Covenants—Lots 33 - 38

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COVENANT TO BE INSERTED IN TRANSFER Lots 33-38

AND the Transferee with the intention that the benefit of this Covenant shall be attached to and run at law and in equity with every Lot on Plan of Subdivision No. (the Plan) other than the Lot hereby transferred (burdened land) and that the burden of this Covenant shall be annexed to and run at law and in equity with the burdened land does hereby for himself, his heirs, executors, administrators and transferees, and as separate Covenant covenants with the Transferor and the registered proprietor or proprietors for the time being of every Lot on the Plan and every part or parts thereof other than the burdened land hereby transferred, that the Transferee, his heirs, executors, administrators and transferees shall not at any time

A. On the burdened land or any part of parts thereof:

(a) build, construct or erect or cause or permit to be built, constructed or erected any building other than one private dwelling house (constructed of all new materials) having an area of not less than 150 square metres within the outer walls thereof (such area to be calculated by excluding the area of any carports, workshops, garages, terraces, patios, pergolas or verandahs attached to such house) provided that nothing herein contained shall prohibit the erection on the said land of a garage and/or other normal residential outbuildings where a private dwelling house is or is being erected on the said land.

(b) build, construct or erect or cause or permit to be built, constructed or erected any garage and/or normal residential outbuilding having a height greater than 4 metres which together have a total aggregate floor area greater than 60 square metres provided that in calculating such total aggregate area of 60 square metres,

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(ii) The floor area of any normal residential outbuilding with a floor area not exceeding 10 square meters shall be ignored,

and further provided that nothing herein contained shall be construed as limiting the height of any garage which is incorporated as an integral part of the structure of a dwelling house constructed on the said land.

(c) build, construct or erect or cause to be built, constructed or erected any dwelling house, garage or normal residential outbuilding unless the whole of any such structure is situated not less than 4 metres from the front boundary of the burdened land.

(d) build, construct or erect or cause or permit to be built constructed or erected any fence on the title boundaries (excluding the front boundary) other than a Colourbond fence of the colour " Monument " of 1.8 metres in height inclusive of a bottom plinth of 0.15 metres . This height shall reduce in accordance with normal fencing design in the first two panels of each side boundary from the front boundary. This shall not apply to any part of the dwelling construction forming part of the title boundary.

Protective Covenants—Lots 33 - 38

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(e) build, construct or erect or cause to be built, constructed or erected on the rear title boundary thereof any fence other than a timber fence of standard vertical panels 1.8 metres in height plus a bottom plinth of 0.15 metres

(f) move thereon any building which has been wholly or partly completed nor any part thereof.

(g) build or construct or cause to be built or constructed any driveway unless such driveway is constructed from concrete, pressed bricks, pavers, asphalt or other durable all weather surface

(h) build, construct or erect or cause to be built, constructed or erected any hot water service which is visible from the street frontage.

(i) permit or cause to be permitted or allow to be permitted recreational or commercial vehicles including but not limited to utility trucks, vans, boats, caravans or motor cycles to be parked or accommodated where they can be visible from the street frontage.

(j) accumulate or cause or permit to be accumulated any waste , rubbish , building or site excavations, grass clippings or prunings.

B. Use the burdened land for business purposes (with the exception of "Home Occupation "as defined in the Greater Bendigo Planning Scheme) or as a depot.

C. Subdivide the burdened land.

PROVIDED always that the Transferor reserves the right to release, vary, add to or modify these Covenants in relation to other land of the Transferor including other land in the said Plan of Subdivision.

AND it is intended that the above Covenant shall appear on the Certificate of Title to issue for the burdened land and run at law and in equity with the burdened land.

Appendix B

Plan of Subdivision

PLAN OF SUBDIVISION

EDITION 1

PS719969Q

LOCATION OF LAND

PARISH: Sandhurst at Bendigo

TOWNSHIP:

SECTION: 15 | 17

CROWN ALLOTMENT: 1, 2, 3, 4, 5 & 6 | 4, 5 & 5A

CROWN PORTION:

TITLE REFERENCE: C/T VOL 11328 FOL 828
11328 829
11328 993

LAST PLAN REFERENCE: Lots 2 & 3 on PS438829X
TP944334R

POSTAL ADDRESS: 29 Priest Street
(at time of subdivision) White Hills 3550

MGA94 CO-ORDINATES: E: 259 660 ZONE: 55
(of approx centre of land in plan) N: 5 932 620

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
R-1	City of Greater Bendigo
Reserve No 1	Coliban Region Water Corporation

NOTATIONS

SURVEY:
This plan is based on survey

STAGING:
This is not a staged subdivision
Planning Permit No. DS/431/2010

This survey has been connected to permanent marks No(s). 462, 463, 1346 & 2017
In Proclaimed Survey Area No. 34

Notations

DEPTH LIMITATION
15.24 metres below the surface Applies to Crown Allotment 5A, Section 17 only.

A Creation of Restriction applies to Lots in this Plan.

Lots 25 to 32 (both inclusive) have been omitted from this plan.

EASEMENT INFORMATION

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour of
E-1	Drainage	2	This Plan	City of Greater Bendigo
E-2	Pipelines or Ancillary Purposes	2.50	This Plan- Sec 136 of the Water Act 1989	Coliban Region Water Corporation

Botanica Green Stage 1 AREA OF STAGE 2.420ha

spiire
16 Bridge Street
PO Box 1064
Bendigo Vic 3550
T 61 3 5448 2500
spiire.com.au

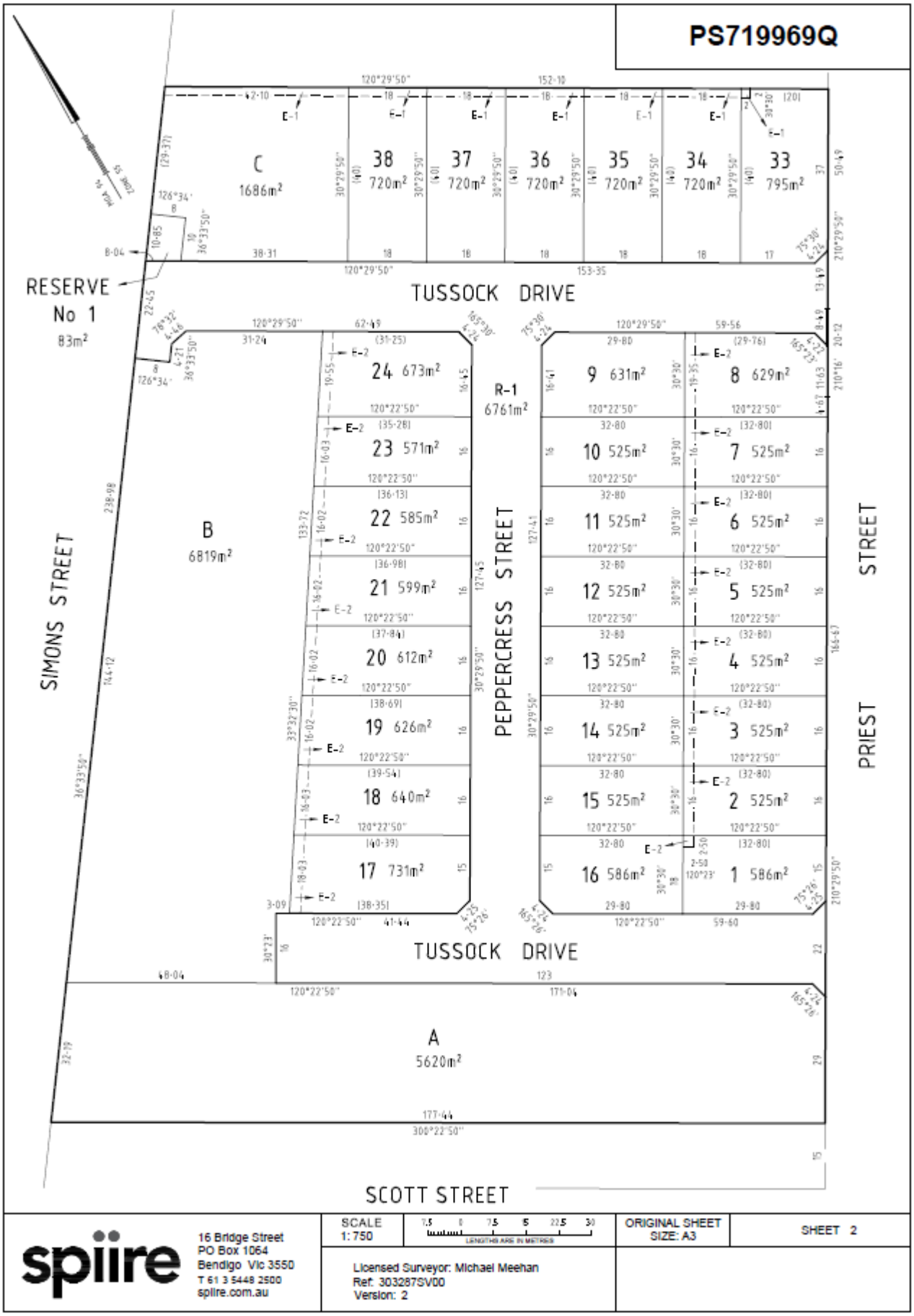
SURVEYORS FILE REF: 303287SV00

ORIGINAL SHEET SIZE: A3

SHEET 1 OF 3

Licensed Surveyor: Michael Meehan

Version: 2



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SCALE 1:750	LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 2

Licensed Surveyor: Michael Meehan
Ref: 303287SV00
Version: 2

CREATION OF RESTRICTION

Restriction No 1
Upon registration of this plan the following restriction is created
Land to benefit: Lots 1 to 24 and Lots 33 to 38 (all inclusive)
Land to be burdened: Lots 1 to 24 and Lots 33 to 38 (all inclusive)

Description of Restriction
The registered proprietor or proprietors for the time being of Lots 1 to 24 and Lots 33 to 38 (all inclusive) on this plan shall not construct any dwelling with a floor level less than that shown below.

Lot 1	195.1 m AHD
Lot 2	195.0 m AHD
Lot 3	194.9 m AHD
Lot 4	194.9 m AHD
Lot 5	194.8 m AHD
Lot 6	194.7 m AHD
Lot 7	194.6 m AHD
Lot 8	194.5 m AHD
Lot 9	194.5 m AHD
Lot 10	194.6 m AHD
Lot 11	194.7 m AHD
Lot 12	194.8 m AHD
Lot 13	194.9 m AHD
Lot 14	194.9 m AHD
Lot 15	195.0 m AHD
Lot 16	195.1 m AHD
Lot 17	195.1 m AHD
Lot 18	195.0 m AHD
Lot 19	194.9 m AHD
Lot 20	194.9 m AHD
Lot 21	194.8 m AHD
Lot 22	194.7 m AHD
Lot 23	194.7 m AHD
Lot 24	194.6 m AHD
Lot 33	194.3 m AHD
Lot 34	194.3 m AHD
Lot 35	194.3 m AHD
Lot 36	194.3 m AHD
Lot 37	194.3 m AHD
Lot 38	194.3 m AHD

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SCALE 1:

LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3

SHEET 3

Licensed Surveyor: Michael Meehan
Ref: 303287SV00
Version: 2

Appendix C

Engineering Detail Plans

BOTANICA GREEN STAGES 1 & 2
PRIEST ST. WHITE HILLS
BOTANICA GREEN PTY LTD

GENERAL NOTES

A. GENERAL

1. ALL WORK TO BE CARRIED OUT TO CITY OF GREATER BENDIGO SPECIFICATIONS, STANDARD DRAWINGS AND TO THE SATISFACTION OF COUNCILS SENIOR SURVEILLANCE OFFICER OR HIS REPRESENTATIVE.

2. ALL LEVELS ARE TO AUSTRALIAN HEIGHT DATUM AND ALL COORDINATES ARE TO MAP GRID OF AUSTRALIA (MGA).

3. THE LOCATION OF EXISTING SERVICES SHOULD BE DETERMINED BY THE CONTRACTOR PRIOR TO COMMENCING ANY EXCAVATION BY CONTACTING ALL SERVICE AUTHORITIES. ANY EXISTING SERVICES SHOWN ON THESE DRAWINGS ARE OFFERED AS A GUIDE ONLY AND ARE NOT GUARANTEED AS CORRECT.

4. FILL AREAS ARE TO BE STRIPPED OF TOPSOIL, FILLED AND ONLY RE-TOPSOILED ON THE DIRECTION OF THE ENGINEER, TO THE FINAL FILL LEVELS SHOWN ON THE DRAWINGS. ALL FILLING IS TO BE:
- APPROVED BY THE PROJECT GEOTECHNICAL CONSULTANT.
- PLACED IN LAYERS NOT EXCEEDING 200MM LOOSE THICKNESS.
- MOISTURE CONDITIONED TO WITHIN 85% TO 115% OF OPTIMUM MOISTURE CONTENT.
- COMPACTED TO A MINIMUM 95% (STANDARD) DRY DENSITY RATIO.
- PLACED UNDER "LEVEL 1" SUPERVISION IN ACCORDANCE WITH AS 3798-1996.

5. EXISTING DEPRESSIONS & DRAINS TRAVERSING THE SITE ARE TO BE CLEANED OUT AND DESLUDGED TO FIRM BASE AND FILLED TO FINISHED SURFACE LEVELS TO THE SPECIFIED COMPACTION STANDARDS.

6. TBM'S TO BE RE-ESTABLISHED BY THE LICENSED SURVEYOR IF FOUND TO BE MISSING AT THE COMMENCEMENT OF CONSTRUCTION. THE CONTRACTOR WILL BE RESPONSIBLE FOR CARE AND MAINTENANCE OF TBM'S THEREAFTER.

7. POSITION CONDUITS SO THAT A MINIMUM DISTANCE BETWEEN TAPPING IS 1.0M. CONDUITS TO BE LOCATED MIDWAY BETWEEN FENCE LINE OF LOT, UNLESS OTHERWISE SHOWN.

8. BEFORE COMMENCING WORK ON EXCAVATIONS IN EXCESS OF 1.5 M DEEP, THE REQUIRED NOTICE IS TO BE SENT TO THE VICTORIAN WORKCOVER AUTHORITY IN ACCORDANCE WITH THE MINES ACT, 1958 NO 6320 SECTION 385 AND THE OCCUPATIONAL HEALTH AND SAFETY ACT 1985. THIS NOTIFICATION MUST BE RECEIVED BY THE AUTHORITY AT LEAST 3 DAYS PRIOR TO COMMENCING EXCAVATIONS, AND A COPY OF THE NOTIFICATION MUST BE PROVIDED TO THE SUPERINTENDENT.

9. COUNCIL'S REPRESENTATIVE IS TO BE NOTIFIED IN WRITING SEVEN (7) DAYS PRIOR TO THE COMMENCEMENT OF WORKS.

10. NO EXCAVATION WITHIN 5M OF ANY EXISTING TREE WITHOUT APPROVAL OF THE ENGINEER.

11. NO BLASTING IS PERMITTED WITHIN THE CITY OF GREATER BENDIGO WITHOUT OBTAINING COUNCIL'S SPECIAL DISPENSATION.

12. EXCAVATED MATERIAL SURPLUS TO FILLING REQUIREMENTS OF THE WORKS SHALL BE REMOVED FROM SITE AS SPECIFIED.

13. ALL SURPLUS ROCK, CONCRETE AND BITUMINOUS RUBBLE SHALL BE DISPOSED OFF SITE AS SPECIFIED. THE CONTRACTOR SHALL CHECK WITH SUPERINTENDENT WHETHER ANY LARGE ROCKS ARE REQUIRED FOR LANDSCAPE PURPOSES PRIOR TO DISPOSAL.

14. NATURESTRIPS AND ALL AREAS OF CUT OUTSIDE ROAD RESERVE TO BE SURFACED WITH 100MM MINIMUM COMPACTED LAYER OF TOPSOIL.

B. ROAD WORKS

1. FOOTPATHS ARE TO BE 1.5M WIDE UNLESS SHOWN OTHERWISE. FOOTPATHS TO BE CONSTRUCTED TO THE CITY OF GREATER BENDIGO STANDARDS.

2. CONSTRUCT LAYBACK SECTION AT VEHICLE CROSSING, REVERSING BAYS AND CAR PARKING BAYS AND PRAM CROSSING TO THE CITY OF GREATER BENDIGO STANDARDS.

3. ALL CHAINAGES REFER TO ROAD PAVEMENT CENTRELINES EXCEPT IN COURT HEADS AND INTERSECTIONS WHERE CHAINAGES REFER TO BACK OF KERB.

4. THE CONTRACTOR IS REQUIRED TO CONFINE CONSTRUCTION VEHICLES TO THE ROAD RESERVE AND EASEMENTS. ANY DAMAGE CAUSED TO ALLOTMENTS MUST BE MADE GOOD.

5. ALL BATTERS SHALL BE TO THE CITY OF GREATER BENDIGO STANDARDS.
- CUT 1 IN 12 UNLESS OTHERWISE SHOWN.
- FILL 1 IN 12 UNLESS OTHERWISE SHOWN.

6. ALL SET OUT INFORMATION GIVEN IS TO BACK OF KERB UNLESS OTHERWISE SHOWN.

7. WHERE CRUSHED ROCK IS SHOWN UNDER CONCRETE FOOTPATHS CONSTRUCTED ON FILL, THE CRUSHED ROCK IS TO BE 20MM CLASS 3. WHERE CUT BATTERS ARE STEEPER THAN 1:6 THEY MUST BE HYDRO MULCHED.

8. SUBGRADE BE COMPACTED TO A MINIMUM OF 98% STANDARD MAXIMUM DRY DENSITY (AS3798), WITH THE SUBBASE COMPACTED IN ACCORDANCE WITH SCALE C INVICROADS TABLE 304.071 USING FINE CRUSHED ROCK AND THE BASE COURSE TO AN AVERAGE OF 100% MINIMUM MODIFIED DRY DENSITY. ANY FILLING BENEATH ROAD PAVEMENT AREAS TO BE COMPACTED TO 100% OF MAXIMUM DRY DENSITY.COMPACTION TESTING TO BE AS PER COUNCIL REQUIREMENTS.

9. ANY BACKFILL WITHIN 1.0M OF A COUNCIL ASSET (FOOTPATH OR ROAD) IS TO BE FCR. FILL MATERIAL IS ACCEPTABLE IF COMPACTED TO ENSURE 95% COMPACTION. COMPACTION TESTING TO BE PERFORMED AT ONE PER 60M OF TRENCH.

10. CONCRETE TO HAVE 28DAY STRENGTH OF 25MPA UNLESS NOTED OTHERWISE

SERVICE LOCATION TABLE

ROAD NAME	POTABLE WATER		GAS		TELECOMS		ELECTRICITY				SEWER	
							POLE		U/G CABLE			
	SIDE	OFFSET	SIDE	OFFSET	SIDE	OFFSET	SIDE	OFFSET	SIDE	OFFSET	SIDE	OFFSET
TUSSOCK DRIVE (NORTH)	N	2.40	N	1.90	S	1.90	S	0.80x	S	2.40	N	1.00
TUSSOCK DRIVE (SOUTH)	N	2.40	N	1.90	S	1.90	S	0.80x	S	2.40	S	1.00
TUSSOCK DRIVE (WEST)	E	2.40	E	1.90	W	1.90	W	0.80x	W	2.40	-	-
PEPPERCRESS STREET	W	2.40	W	1.90	E	1.90	E	0.80x	E	2.40	-	-
PRIEST STREET (CH 0-100)	W	2.20	W	1.70	E	2.08	E	0.80x	E	-	-	-
PRIEST STREET (CH 100-210)	W	2.20	W	1.70	E	2.08	E	0.80x	E	3.37	-	-
PRIEST STREET (CH 210-263)	W	2.20	W	1.70	W	1.72	E	0.80x	E	-	W	1.00

1. TELSTRA AND ELECTRICITY CABLES TO BE CONSTRUCTED IN A COMMON TRENCH IN ACCORDANCE WITH ELECTRICITY AUTHORITY STANDARD DRG's.
2. GAS AND WATER MAINS TO BE CONSTRUCTED IN A COMMON TRENCH.
3. x = OFFSET FROM BACK OF KERB

LOCALITY PLAN

SCALE: NOT TO SCALE
VICROADS: 604 C9

DIAL BEFORE YOU DIG
www.1100.com.au

WARNING
BEWARE OF UNDERGROUND/OVERHEAD SERVICES
THE LOCATION OF SERVICES ARE APPROXIMATE ONLY AND THEIR EXACT POSITION SHOULD BE PROVEN ON SITE. NO GUARANTEE IS GIVEN THAT ALL EXISTING SERVICES ARE SHOWN.SPECIAL CONSIDERATION SHOULD BE GIVEN TO CONSTRUCTION PROCEDURES UNDER OVERHEAD ELECTRICITY TRANSMISSION LINES.

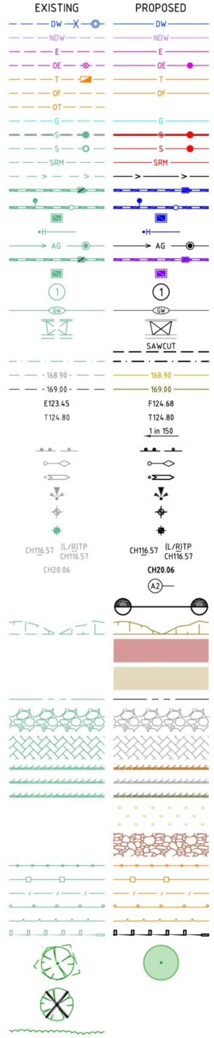
Sheet List Table

REFERENCE	DESCRIPTION	SHEET No.	REVISION
CR100	FACE SHEET	1 OF 25	A
CR200	FACE PLAN	2 OF 25	A
CR201	CUT & FILL PLAN	3 OF 25	A
CR300	TUSSOCK DRIVE	4 OF 25	A
CR301	PEPPERCRESS STREET	5 OF 25	A
CR400	STAGE 1 - TUSSOCK DRIVE	6 OF 25	A
CR401	STAGE 1 - TUSSOCK DRIVE	7 OF 25	A
CR402	STAGE 1 - PEPPERCRESS STREET	8 OF 25	A
CR403	STAGE 1 - PEPPERCRESS STREET	9 OF 25	A
CR404	STAGE 1 - PRIEST STREET	10 OF 25	A
CR405	STAGE 1 - PRIEST STREET	11 OF 25	A
CR406	STAGE 2 - TUSSOCK DRIVE	12 OF 25	A
CR407	STAGE 2 - TUSSOCK DRIVE	13 OF 25	A
CR500	STAGE 1 - TUSSOCK DR, PRIEST ST & PEPPERCRESS ST	14 OF 25	A
CR501	STAGE 1 - TUSSOCK DR, PRIEST ST & PEPPERCRESS ST	15 OF 25	A
CR502	STAGE 1 - TUSSOCK DR & PRIEST ST	16 OF 25	A
CR503	STAGE 2 - TUSSOCK DR & PUMP STATION CONCRETE DRIVEWAY	17 OF 25	A
CR504	CONTROL DATA	18 OF 25	A
CR600	STAGE 1 - DRAINAGE LONGITUDINAL SECTIONS	19 OF 25	A
CR601	STAGE 1 - DRAINAGE LONGITUDINAL SECTIONS	20 OF 25	A
CR602	STAGE 1 - DRAINAGE LONGITUDINAL SECTIONS	21 OF 25	A
CR603	STAGE 1 & 2 - DRAINAGE LONGITUDINAL SECTIONS	22 OF 25	A
CR604	STAGE 1 & 2 PIT SCHEDULE AND SETOUT DETAILS	23 OF 25	A
CR700	STANDARD DETAILS & PAVEMENT DESIGN	24 OF 25	A
CR800	SIGNAGE AND LINEMARKING	25 OF 25	A

LEGEND

DESCRIPTION — EXISTING — PROPOSED

WATER MAIN, VALVE AND HYDRANT
WATER RECYCLED
UNDERGROUND ELECTRICITY
OVERHEAD ELECTRICITY & POLE
TELSTRA & SERVICE PIT
OPTIC FIBRE
OVERHEAD TELSTRA
GAS MAIN
BRANCH SEWER & MANHOLE
SEWER & MANHOLE
SEWER RISING MAIN
CENTRAL INVERT
COUNCIL STORMWATER DRAIN & PIT
STORMWATER DRAINAGE PROPERTY INLETS
COUNCIL STORMWATER PITS
HOUSE DRAIN
AG DRAIN AND FLUSHER
MWC STORMWATER DRAIN & PIT
MWC STORMWATER PITS
STORMWATER DRAINAGE PIT NUMBER
GAS & WATER CONDUITS
CONCRETE VEHICLE CROSSING
PAVEMENT SAWCUT LINE
RIDGE / CHANGE OF GRADE LINE
SURFACE CONTOUR MINOR
SURFACE CONTOUR MAJOR
SURFACE LEVEL
BATTER LEVEL (TOP / TOE)
EARTHWORKS GRADE
SIGN AND POST
LIGHT & POLE (BY OTHERS)
STREET SIGN
PERMANENT SURVEY MARK
TEMPORARY BENCH MARK
BOLLARD
ROAD CHAINAGES
LOT CHAINAGE
SETOUT POINT
LIMIT OF WORKS
BATTER
EXCAVATION GREATER THAN 0.20m
FILLING GREATER THAN 0.20m
FILL EXTENTS
ROCK BEACHING
PARKING BAY/PAVED AREA
RETAINING WALL - TIMBER
RETAINING WALL - CONCRETE
RETAINING WALL - ROCK/STONE
GRASSED MAINTENANCE ACCESS TRACK
GRAVEL MAINTENANCE ACCESS TRACK
FENCE - TREE PROTECTION
FENCE - VEHICLE EXCLUSION
FENCES
GUARD RAIL
TREE (& SURVEYED CANOPY) TO BE RETAINED
TREE TO BE REMOVED
VEGETATION LINE



Rev	Amendments	Approved	Date
A	COUNCIL ISSUE	C.C	23-12-16

Scale

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Designed M.RULE | Checked B.IBBS
Authorised NOT AUTHORISED | Date 19-12-16

BOTANICA GREEN STAGES 1 & 2
PRIEST ST. WHITE HILLS
ROAD & DRAINAGE FACE SHEET
FACE SHEET
CITY OF GREATER BENDIGO
BOTANICA GREEN PTY LTD

PRELIMINARY Drg No 303287CR100 Rev A

file name 303287CR100.dwg layout name CR100 plotted by Matthew Rule
file location G:\30\303287\ACAD plot date 23/12/2016 12:04 PM Sheet 1 of 25 Sheets

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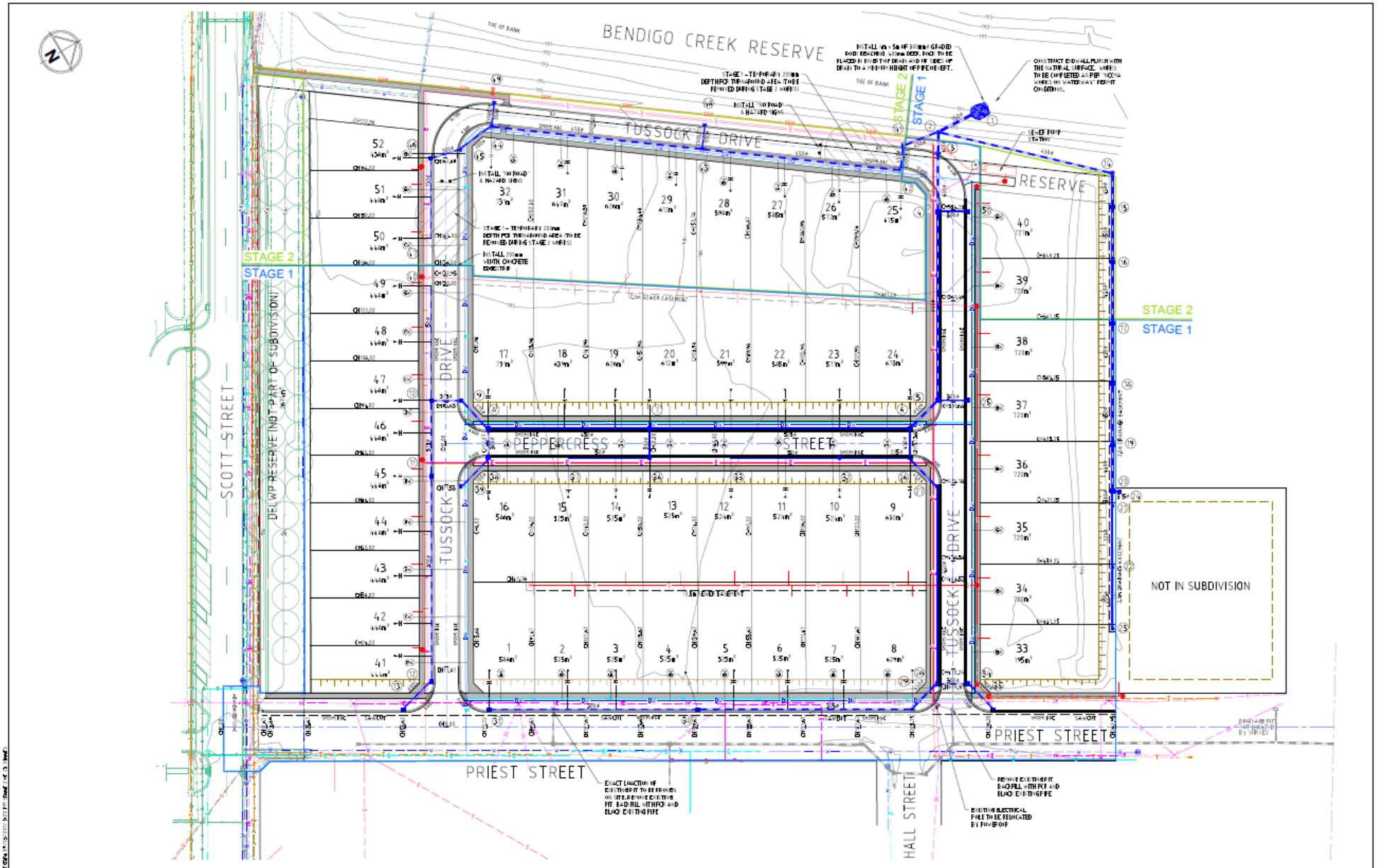

Rev	Amendments		
A	COUNCIL ISSUE	C.C	23-12-16

Approved | Date

Scale: H 1:500 SCALE @ A1 — 0 5 10 15 20 25

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Designed: M.RULE
Checked: B.IBBS
Authorised: C.CLARKE
Date: 03-03-17

BOTANICA GREEN STAGES 1 & 2
PRIEST ST. WHITE HILLS
ROAD & DRAINAGE LAYOUT PLAN
FACE PLAN
CITY OF GREATER BENDIGO
BOTANICA GREEN PTY LTD

PRELIMINARY Dwg No. 303287CR200 Rev. A

Appendix D

Landscape Buffer - Legal Agreement

THIS AGREEMENT is made the day of 2017

PARTIES:

GREATER BENDIGO CITY COUNCIL of Lyttleton Terrace Bendigo, Victoria, 3550

(the Council)

AND

LYNDALE DEVELOPMENTS PTY LTD whose registered address is 61 Bull Street Bendigo, Victoria, 3550

(the Owner)

BACKGROUND:

A. The Owner is the registered proprietor of the Land.

B. The Council is the authority responsible for administering the Scheme.

C. On 3 August 2011 the Council issued the Planning Permit permitting a forty one lot subdivision of the Land.

D. Condition 3 (b) of the Planning Permit provides that a landscape plan detailing a landscape buffer at the rear of lots 33 to 40 on the Land must be submitted to Council for approval prior to the issue of a statement of compliance for the staged subdivision of the Land. The purpose of the landscape buffer is to provide a buffer between the habitable buildings to be built on lots 33 to 40 of the Land and a powercor depot at the rear of lots 33 to 40 of the Land.

E. The Council has requested the Owner enter into an Agreement pursuant to Section 173 of the Act to be registered on title to the Land to satisfy the requirements of Council in respect of the landscape buffer.

F. The parties acknowledge that this Agreement provides for:

(a) the restriction and regulation of the use of the Land;

(b) matters intended to achieve and advance the objectives of planning in Victoria; and

(c) matters intended to achieve and advance the objectives of planning in the Greater Bendigo Planning Scheme, and is made pursuant to and in accordance with Section 173 of the Act.

1. DEFINITIONS

In this Agreement:

Act means the *Planning and Environment Act 1987 (Vic)*.

Agreement means this Agreement, including any annexures and the Background to this Agreement.

Business Day means Monday to Friday excluding public holidays in Bendigo, Victoria.

Land means all that piece of land being Crown Allotments 2, 3, 4 and 5 Section 15, Crown Allotments 4, 5 and 5A Section 17 Parish of Sandhurst and more particularly described as the land in Certificate of Title Volume 11328 Folio 993 and Lots 2 and 3 on Plan of Subdivision 438829X and more particularly described as the land in Certificates of Title Volume 11328 Folios 828 and 829.

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Landscape Buffer means all land within five metres of the rear boundary of each of the lots.

Lot means lots 33-40 (inclusive) as shown on the endorsed plans accompanying the Planning Permit from time to time.

Mortgagee means the person or persons registered (if any) or entitled from time to time to be registered (if any) by the Registrar of Titles as Mortgagee of the Land or any part of it.

Planning Permit means Planning Permit AM/431/2010/C.

Scheme means the Greater Bendigo Planning Scheme or any other planning scheme which applies to the Land from time to time.

2. INTERPRETATION

The parties agree and acknowledge that in this Agreement:

2.1 the singular includes the plural and the plural includes the singular;

2.2 a reference to a gender includes a reference to each other gender;

2.3 the reference to a person includes a reference to a firm, corporation, association or other entity and their successors in law;

2.4 of a party consists of more than one person this Agreement binds them jointly and each of them severally;

2.5 a reference to a statute includes any statute amending, consolidating or replacing that statute and includes any subordinate instruments made under that statute; and

2.6 the Background to this Agreement is and will be deemed to form part of this Agreement including any terms defined within the Background.

3. COMMENCEMENT

This Agreement comes into force on the date it is signed by both parties as set out above or otherwise upon registration of this Agreement on the certificate of title to the Land.

4. OWNER'S COVENANTS

The Owner covenants with the Council that:

(a) No habitable buildings will be constructed within the Landscape Buffer without the prior consent of the Council; and

(b) the Landscape Buffer shall be maintained by the Owner to the satisfaction of the Council, unless with prior written consent of the Council.

5. FURTHER AGREEMENT BETWEEN THE PARTIES

The parties agree that:

(a) Ground fuel reduction may be carried out as required within the Landscape Buffer, including mowing and the removal of undergrowth;

(b) A tree within the Landscape Buffer may be removed or lopped without prior written consent of the Council if its condition constitutes an immediate threat to life or property; and

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(c) Vegetation may be removed within the Landscape Buffer without prior written consent of the Council to undertake works by or on behalf of a public service authority

6. REGISTRATION OF AGREEMENT ON TITLE

The Council shall as soon as practicable after the execution of this Agreement make application to the Registrar of Titles pursuant to section 181 of the Act to register this Agreement on the certificate of title to the Land.

7. FURTHER OBLIGATIONS ON THE OWNER

7.1 Covenants run with the Land

The Owner's obligations in this Agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and every part of it, and bind the Owner and its successors, assignees and transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land.

7.2 Successors in title

Until this Agreement is recorded on the folio of the Register which relates to the Land pursuant to Section 181 of the Act, the Owner must ensure that any successors in title give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement including requiring the successors in title to execute a deed agreeing to be bound by the terms of this Agreement. Until that deed is executed, the Owner, being a party to this Agreement, remains liable to perform all of the Owner's obligations contained in this Agreement.

7.3 Further assurance

The Owner agrees to do all that is necessary to enable the Council to make an application to the Registrar of Titles to make a recording of this Agreement on the Certificate of Title to the Land in accordance with section 181 of the Act, including the signing of any further agreement, acknowledgement or other document which relates to the Land.

7.4 Payment of Council's costs

The Owner agrees to pay on demand to the Council the Council's costs and expenses incurred and incidental to the preparation, execution and registration of this Agreement pursuant to section 181 of the Act, together with all costs of enforcing this Agreement if deemed necessary by the Council.

7.5 Mortgagee to be bound

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

7.6 Indemnity

The Owner agrees to indemnify and keep the Council, its officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which any of them may sustain, incur or suffer or be or become liable for or in respect of any suit, action, proceeding,

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judgment or claim brought by any person arising from any non-compliance with this Agreement.

7.7 Non-compliance

If the Owner has not complied with this Agreement within 14 days after the date of service on the Owner by the Council of a notice which specified the Owner's failure to comply with any provision of this Agreement, the Owner agrees:

7.7.1 to allow the Council's officers, employees, contractors or agents to enter the Land and rectify the non-compliance;

7.7.2 to pay to the Council on demand, the Council's reasonable costs and expenses incurred as a result of the Owner's non-compliance; and

7.7.3 to pay interest at the rate of 2% above the rate prescribed under Section 2 of the *Penalty Interest Rates Act 1983* on all monies which are due and payable but remain owing under this Agreement until they are paid in full.

7.7.4 If requested to do so by Council, to promptly execute in favour of it a mortgage to secure the Owner's obligations under this Agreement.

and the Owner agrees:

7.7.5 to accept a certificate signed by the Chief Executive Officer of the Council (or any nominee of the Chief Executive Officer) as prima facie proof of the costs incurred by the Council in rectifying the Owner's non-compliance with this Agreement;

7.7.6 that any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid costs of the Council and then applied in repayment of the principal sum;

7.7.7 that all costs or other monies which are due and payable under this Agreement but which remain owing shall be a charge on the Land until they are paid in full; and

7.7.8 if the Owner executes a mortgage as required by clause 7.7.4, any breach of this Agreement is deemed to be a default under that mortgage.

7.8 Council access

The Owner agrees to allow the Council and its officers, employees, contractors or agents or any of them to enter the Land (at any reasonable time) to assess compliance with this Agreement.

7.9 Owner's warranty

The Owner warrants and covenants that:

7.9.1 the Owner is the registered proprietor (or is entitled to become the registered proprietor) of the Land and is also the beneficial owner of the Land;

7.9.2 there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land which have not been disclosed by the usual searches of the folio of the Register for the Land or notified to the Council;

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7.9.3 no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in Section 42 of the *Transfer of Land Act 1958*; and

7.9.4 until this Agreement is recorded on the folio of the Register which relates to the Land, the Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of the Land without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

8. GENERAL

8.1 Council powers not restricted

This Agreement does not fetter or restrict the Council's power or discretion in respect of any of the Council's decision making powers including but not limited to an ability to make decisions under *the Local Government Act 1989*, and the Act or to make or impose requirements or conditions in connection with any use or development of the Land or the granting of any planning permit, the approval or certification of any plans of subdivision or consolidation relating to the Land or the issue of a Statement of Compliance in connection with any such plans.

8.2 Time of the essence

Time is of the essence as regards all dates, periods of time and times specified in this Agreement.

8.3 Governing law and jurisdiction

This Agreement is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts and tribunals of Victoria and waives any right to object to proceedings being brought in those courts or tribunals.

8.4 Enforcement and severability

8.4.1 This Agreement shall operate as a contract between the parties and be enforceable as such in a court of competent jurisdiction regardless of whether, for any reason, this Agreement were held to be unenforceable as an Agreement pursuant to Division 2 of Part 9 of the Act.

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

9 NOTICES

9.1 Service of notice

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

9.1.1 by delivering it personally to that party;

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9.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or

9.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

9.2 Time of service

A notice or other communication is deemed served;

8.2.1 if delivered, on the next following Business Day;

8.2.2 if posted, on the expiration of two Business Days after the date of posting; or

8.2.3 if sent by facsimile, on the next following Business Day unless the receiving party has requested re-transmission before the end of that Business Day.

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