HOUSE & LAND CONVEYANCING PTY LTD

Licence No. 000185L

1458 Burwood Highway

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Upwey, Vic 3158 P. O. Box 1207, Upwey Vic 3158

> Vendor's Statement to the Purchaser of Real Estate pursuant to Section 32 of The Sale of Land Act 1962 (VIC) ("the act")

VENDOR: Dianne

Dianne Maree Harrison

PROPERTY:

14 Broompark Crescent OLINDA VIC 3788

32A FINANCIAL MATTERS

Information concerning any rates, taxes, charges or other similar outgoings <u>AND</u> any interest payable on any part of them is as follows-

Yarra Valley Water and Yarra Ranges Shire Council rates do not exceed \$4,000.00pa.

Any further amounts for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:- **None to the vendors knowledge**

At settiement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

32A(b)The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:
Not Applicable

32B INSURANCE

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: Not Applicable
- (b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:- **Not Applicable**

32C LANDUSE

(a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

Description:- As set out in copy title documents annexed hereto.

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

SECTION 32 STATEMENT 14 BROOMPARK CRESCENT OLINDA VIC 3788

(b) BUSHFIRE

This land is in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: Yarra Ranges Shire Planning Scheme Responsible Authority: Yarra Ranges Shire Council

Zoning: GWAZ - Green Wedge A Zone

Planning Overlay/s: EMO - Erosion Management Overlay, BMO or WMO - Bushfire Management

Overlay

32D NOTICES

- (a) 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 of which the Vendor might reasonably be expected to have knowledge are:- **None to the Vendors knowledge** however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) **The Vendor is not aware** of any 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.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the Land Acquisition and Compensation Act, 1986 are: Not "applicable"

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

No such building permits have issued in the past 7 years to the Vendors knowledge.

32F OWNERS CORPORATION

The Land is NOT affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

- (1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning* and *Environment Act 1987* is NOT
 - land that is to be transferred under the agreement.
 - land on which works are to be carried out under the agreement (other than Crown land).
 - land in respect of which a GAIC is imposed

SECTION 32 STATEMENT 14 BROOMPARK CRESCENT OLINDA VIC 3788

Status

32H SERVICES

Service

Electricity: supply Connected Gas supply Connected Water supply Connected Sewerage Not Connected/Septic Telephone services Connected Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected. 321 TITLE Attached are the following document/s concerning Title: (a) In the case of land under the Transfer of Land Act 1958 a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location. **DUE DILIGENCE CHECKLIST** A copy of the Due Diligence Checklist is attached. DATE OF THIS STATEMENT Name of the Vendor Dianne Maree Harrison Signature/s of the Vendor

SECTION 32 STATEMENT 14 BROOMPARK CRESCENT OLINDA VIC 3788

The Purchaser acknowledges being given a du signed any contract.	uplicate of this statement signed by the Vendor before the Purchaser
DATE OF THIS ACKNOWLEDGMENT	
Name of the Purchaser	
Signature/s of the Purchaser	
×	

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages - S32A(a)

Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the *Sale of Land Act 1962*.

Terms contracts - S32A(d)

Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the *Sale of Land Act 1962*.

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 **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.

Rural properties Moving to the country?

If you are looking at property in a rural zone, consider;

- Is th., 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 ucences.

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.

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 r ay 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 coner 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.

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 right





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

Page 1 of 1

VOLUME 11006 FOLIO 157

Security no : 124090177515Q Produced 27/05/2021 02:14 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 549805T.

PARENT TITLES:

Volume 09624 Folio 702

Volume 10922 Folio 130 to Volume 10922 Folio 131

Created by instrument PS549805T 02/05/2007

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
DIANNE MAREE HARRISON of 14 BROOMPARK CRESCENT OLINDA VIC 3788
AM268448F 21/10/2015

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AM412458C 17/12/2015 COMMONWEALTH BANK OF AUSTRALIA

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

AGREEMENT Section 173 Planning and Environment Act 1987 AE138990G 27/01/2006

DIAGRAM LOCATION

SEE PS549805T FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 14 BROOMPARK CRESCENT OLINDA VIC 3788

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N CBA - COMMONWEALTH BANK OF AUSTRALIA Effective from 23/10/2016

DOCUMENT END

Title 11006/157



Imaged Document Cover Sheet

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Document Assembled	27/05/2021 14:20

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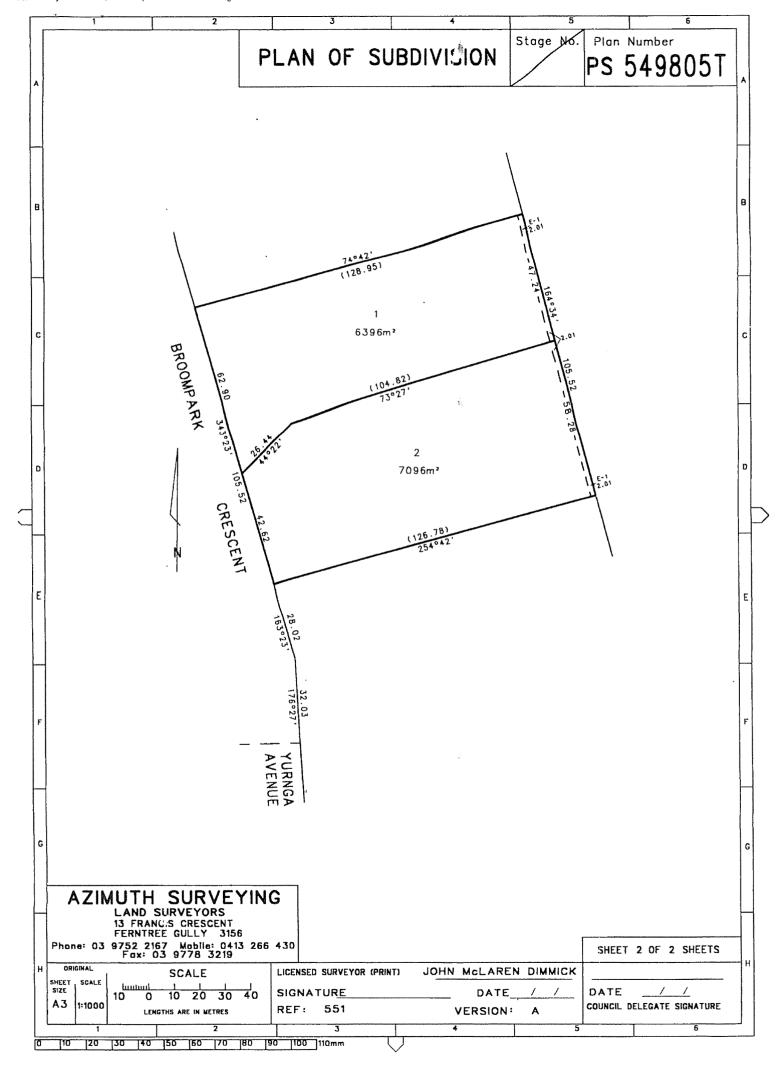
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edition 1

Plan Number

PS 549805T

Location of Lan	d		Council Certification and En	dorsement	
Parish: MONBULK		Council Nam	Council Name: SHIRE OF YARRA RANGES Ref: 8722		
Township:		1. This plan	is certified under section 6 of the	Subdivision Act 1988.	
Section: ————————————————————————————————————	5 (DOTH DARTE)	, i	2 This plan is certified under section 11(7) of the Subdivision Act 1988.		
Crown Portion:		1	ariginal certification under section (
		3. This is a	statement of compliance issued und	der section 21 of the	
Vicmap Digital Propert	y: DCMB	Subdivis	Ion Act 1988.		
Title References:		Open Spac	e		
Vol 9624 Fal 702 Vol 10922 Fal 130		(i) A sequis	ement for public open space under s	neetlen 18 Subdivision	
Vol 10922 Fol 131			3 has / has not been made.	SECTION 10 SUBSTITUTE	
Last Plan Reference:	_OT 1 TP 100229 _OT 1 & 2 PS 4466	E 4 Hill The rea	uirement has been satisified.		
Postal Address: 10-14		SCAT	quirement is to be satisified in Stag		
OLIND	A 3788			,	
MGA Co-ordinates: N (01 approx. centre of plan) E		Council Dele Council coo			
		Date 01/1	2/06		
Vesting of Roa	ds or Reserves			·	
Identifler	Council/Body/Pers	on			
Nil	NII				
		Notations			
		Notations	This is/us not	a staged subdivision	
Depth Limitation: 1	5.24 meters			No. 2006 / 1091	
Survey:- This plan is / is not based an survey. To be completed where applicable. This survey has been connected to permanent marks no(s). In proclaimed Survey Area no.					
	Γ	1			
1	Lasen	nent Informati	on	LTO use only	
Legend: A - Appurte	nant Easement E - E	ncumbering Easement	R - Encumbering Easement (Road)	Statement of Compliance / Exemption Statement	
	TAR: J. C.				
eference Purpose	Width (Motros)	Origin Lo	and Benefited/In Favour Of	Received	
E-1 DRAINAGI	2.01	_P 13648	LOTS ON LP 13648	Date 20/ 4 / 2007	
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		,		DATE 2,5,2007	
i				DATE 2,5,2007	
		7		DATE 2 / 5 / 2007 Spale Assistant Registrar of Titles	
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LAND SURV	/EYORS	LICENSED SURVEYOR (PRI	NT) JOHN MCLAREN DIMMICK	DATE 2 / 5 / 2007 Assistant Registrar of Titles Sheet 1 of 2 Sheets	
LAND SURV 13 FRANCIS O FERNTREE GU	VEYORS RESCENT LLY 3156	LICENSED SURVEYOR (PRI	NT) JOHN MCLAREN DIMMICK DATE 24/ 7 / 06	Assistant Registrar of Titles Sheet 1 of 2 Sheets DATE 01, 12, 06	
LAND SURV	PEYORS RESCENT LLY 3156 lobile: 0413 266 430			DATE 2 / 5 / 2007 Assistant Registrar of Titles Sheet 1 of 2 Sheets	



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Telephone 1300 368 333 Facsimile (03) 9735 4249 mail@yarraranges.vic.gov.au

Planning and Environment Victoria

Form 13

APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A RECORDING OF AN AGREEMENT

PLANNING AND ENVIRONMENT ACT 1987

Lodged at the land Titles By:

Name:

De Kever Spaulding

Phone:

9762 7511

Address:

PO BOX 251

BORONIA VIC 3155

Ref: Customer code:

The Authority having made an agreement referred to in section 181(1) of the Planning and Environment Act 1987 requires a recording to be made in the Register for the Land.

Land Volume 9624 Folio 827 700 \$ 701

I and now being cernficates of partitle vol. 10922 Fol. 130\$131

Authority:

Shire of Yarra Ranges

PO Box 105

LILYDALE VIC. 3140

Section and Act under which agreement made: Section 173, Planning and Environment Act 1987.

A copy of the Agreement is attached to this Application.

Signature of the Authority:

Name of Officer:

Executive Officer

3 November 2005

DE KEVER SPAULDING

LAWYERS

Phone **9762 7500** Fax 9762 7511

Date:

Agreement under Section 173 of the Planning and Environment Act 1987

Subject land: 12 & 14 Broom Park Crescent, Olinda

YARRA RANGES SHIRE COUNCIL

and

Olinda Paradise Pty. Ltd. A.C.N. 097 649 262



JOHN DE KEVER LEWIS SPAULDING KON KOULOUIRS LL.B, Consultant LL.B, B. Comm, Reg. Tax Agent BA, LL.B

MICHELLE BARFUSS LINDA FURNEAUX Conveyancing Clerk Conveyancing Clerk 173 BORONIA ROAD (**Postal** to: PO Box 251) BORONIA VICTORIA 3155

Ausdoc DX 15508 Boronia E-mail email@dksnetwork.com ABN 77 591 405 449

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- 4. FURTHER OBLIGATIONS OF THE OWNER
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- 9. COMMENCEMENT OF AGREEMENT

AE138990G

h

Agreement under Section 173 of the Planning and Environment Act 1987

DATE

BETWEEN

YARRA RANGES SHIRE COUNCIL

of Anderson Street, Lilydale

(Council)

AND

OLINDA PARADISE PTY. LTD. A.C.N. 097 649 262 of 14 Broompark Crescent, Olinda

(Owner)

INTRODUCTION:

- A. The Council is the Responsible Authority pursuant to the Act for the Scheme.
- B. The Owner is or is entitled to be registered proprietor of the Subject Land.
- C. On 20 August, 2001 Council issued Planning Permit No. YR-2001/1013 (Planning Permit) allowing the Subject Land to be subdivided for Boundary Realignment and Creation of Carriageway Easement in accordance with the Endorsed Plan. Condition 1 of the Planning Permit requires the Owner to enter into this Agreement to provide for the matters set out in that condition.
- D. Condition 1 of the Planning Permit requires:

"Prior to a Statement of Compliance being issued an agreement under Section 173 of the Planning and Environment Act 1987 must be entered into between the Owners of the site at the Owners' expense requiring:

(a) future maintenance and upgrades of the driveway in the Carriageway Easement be shared by the Owners.

This agreement runs with the Subject Land.

E.A.

As at the date of this Agreement, the Subject Land is encumbered by two Mortgages. MortgageNo. AE162096U in favour of St George Bank Ltd, and Mortgage No. AC529626S in favour of the Australia and New Zealand Banking Group Limited. The Mortgagees have consented to the Owner entering into this Agreement with respect to the Subject Land.

- F. The parties enter into this Agreement:
 - F.1 to give effect to the requirements of the Planning Permit; and
 - F.2 to achieve and advance the objectives of planning in Victoria and the objectives of Planning Scheme in respect of the Subject Land.

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AE138990G

27/01/2006 \$92.30 173

THE PARTIES AGREE:

1. **DEFINITIONS**

In this Agreement the terms and words set out in this clause shall have the following meanings unless otherwise indicated by the context:

- 1.1 "the Act" means the Planning and Environment Act 1987.
- 1.2 "the Agreement" or "this Agreement" means this Agreement
- 1.3 "Lot" means a lot on the Plan.
- 1.4 "Owner" means the person or persons entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple in the Subject Land or any part of it and includes Mortgagee-in-possession.
- 1.5 "the Scheme" means the Yarra Ranges Planning Scheme.
- 1.6 "Endorsed Plan" means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit.
- 1.7 "the Subject Land" means the land situated at 12 & 14 Broompark Crescent, Olinda being the whole of the land referred to in Certificates of Title Volume 9624 Folio 700 and Volume 9624 Folio 701 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.
- 1.8 "Mortgagee" means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.
- 1.9 **"party or parties"** means the Owner and Council under this Agreement as appropriate.
- 1.10 "Plan" means the proposed Plan of Subdivision number PS446654M a copy of which is attached to Annexure A of this Agreement.

2. INTERPRETATION

In this Agreement unless the context admits otherwise:

- 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 A reference to a person includes a reference to a firm, corporation or other corporate body.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning ad defined in the Act.
- 2.6 A reference to the an Ac* Regulation or the Planning Scheme includes any Acts, Regulations, or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject 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 Owner's lot.

3. SPECIFIC OBLIGATIONS OF THE OWNER

Once the Subject Land comes into separate ownership, the Owners of Lot 1 and the Owners of Lot 2 covenant and agree that they will maintain and upgrade the driveway on the carriageway easement shown on the Plan as "E-2" and such future maintenance and upgrades of the driveway on the carriageway easement will be shared by the Owners in equal shares.

4. FURTHER OBLIGATIONS OF THE OWNER

4.1 Notice and Registration

The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgages, charges, transfers and assigns.

4.2 Further actions

The Owner further covenants and agrees that:

- 4.2.1 the Owner will do all things necessary to give effect to this Agreement;
- 4..2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificates of Title on the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgement 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.

4.3 Council's Costs to be paid

The Owner further covenants and agrees that the Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of an incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid remain a debt due to Council by the Owner.

5. AGREEMENT UNDER SECTION 173 OF THE ACT

The Council and the Owner agree that without limiting or restricting their respective powers to enter into this Agreement and insofar as it can be so treated, this Agreement is made as a Deed pursuant to Section 173 of the Act and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Subject Land may be used and developed pursuant to the Planning Permit.

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6. OWNER'S WARRANTIES

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

7. SUCCESSORS IN TITLE

Without limiting the operation or effect which this Agreement has, the Owner must ensure that until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

- 7.1 give effect to and do all such acts and sign all documents which will require those successors to give effect to this Agreement; and
- 7.1 execute a deed agreeing to be bound by the terms of this Agreement.

8. **GENERAL MATTERS**

8.1 Notices

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

- 8.1.1 by delivering it personally to that party;
- 8.1.2 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
- 8.1.3 by sending it by facsimile provided that a communication sent be facsimile shall be confirmed immediately in writing by sending party by hand delivery or pre-paid post.

8.2 Service of Notices

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 7 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 retransmission before the end of that business day.

8.3 No Waiver

Any time or other indulgence granted by Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by the Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of the Council in relation to the terms of this Agreement.

8.4 Severability

If a court, arbitrator, tribunal or other compe ant 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.

8.5 No Fettering of Council'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 requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

9. COMMENCEMENT OF THE AGREEMENT

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

10. INDEMNITY

The Owner covenants to indemnify and keep the Council, its officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses losses or damages which stay or any of them may sustain incur or suffer or be borne or be or become liable for or in respect of any suit, action, proceeding, judgment or claim brought by any person arising from or referable to this Agreement of any non-compliance with this Agreement.

11. MORTGAGEE TO BE BOUND

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

12. COUNCIL ACCESS

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

13. COVENANTS ON THE SUBJECT LAND

The Owner's obligation in this Agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Subject 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.



SIGNED, SEALED AND DELIVERED as a Deed by the parties on the date set out at the commencement of this Agreement.

The COMMON SEAL of YARRA RANGES SHIRE COUNCIL was hereunto affixed in accordance with Local Law No. 1 of 1997 in the presence of:

Chief Executive Officer/Senior Officer authorised by the Chief Executive Officer



THE COMMON SEAL of OLINDA PARADISE PTY. LTD. A.C.N. 097 649 262 was hereunto affixed in accordance with its Articles of Association in the presence of:

..... Sole Director and Sole Company Secretary

Name: \(\text{Robert H}\)oneyman

Address: 14 Broompark Crescent, Olinda Victoria

Mortgagee's Consent

St George Bank as Mortgaggee of registered Mortgage AC162093U consents to the owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession agrees to be bound by the covenants and conditions of this Agreement.

St. George Bank Limited

Mortgagee's Consent

ANZ Bank as Mortgaggee of registered Mortgage AC529626S consents to the owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession agrees to be bound by the covenants and conditions of this Agreement.

MORTGAGE
OPERATIONS

539 COLLINS ST. WEB

A.C. 11 005 337 522

AE138990G 27/01/2006 \$92.30 173



Property Report from www.land.vic.gov.au on 27 May 2021 11:23 PM

Address: 14 BROOMPARK CRESCENT OLINDA 3788

Lot and Plan Number: Lot 1 PS549805

Standard Parcel Identifier (SPI): 1\PS549805

Local Government (Council): YARRA RANGES Council Proper., Number: 197748

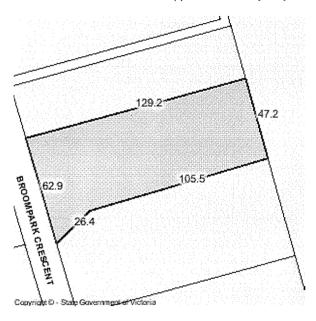
Directory Reference: Melway 122 B10

This property is in a designated bushfire prone area. Special bushfire construction requirements apply. Planning provisions may apply.

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

Site Dimensions

All dimensions and areas are approximate. They may not agree with the values shown on a title or plan.



Area: 6417 sq. m Perimeter: 371 m

For this property:

Site boundaries

Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

For more accurate dimensions get copy of plan at Title and Property Certificates

State Electorates

Legislative Council: EASTERN VICTORIA

Legislative Assembly: MONBULK

Utilities

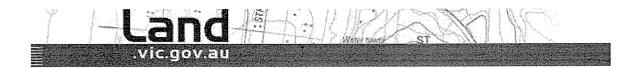
Rural Water Corporation: Southern Rural Water Melbourne Water Retailer: Yarra Valley Water Melbourne Water: inside drainage boundary

Power Distributor: AUSNET (Information about choosing an electricity retailer)

Planning information continued on next page

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Planning Zone Summary

Planning Zone: GREEN WEDGE A ZONE (GWAZ)

GREEN WEDGE A ZONE - SCHEDULE 2 (GWAZ2)

Planning Overlays: BUSHFIRE MANAGEMENT OVERLAY (BMO)

EROSION MANAGEMENT OVERLAY (EMO)

EROSION MANAGEMENT OVERLAY SCHEDULE (EMO)

Areas of Aboriginal Cultural Heritage Sensitivity:

All or part of this property is an 'area of cultural heritage sensitivity'.

Planning scheme data last updated on 19 May 2021.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <u>Planning Schemes Online</u>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the *Planning and Environment Act 1987*. It does not include information about exhibited planning scheme amendments, or zonings that may abut the land. To obtain a Planning Certificate go to <u>Titles and Prc_erty Certificates</u>

The Planning Property Report includes separate maps of zones and overlays

For details of surrounding properties, use this service to get the Reports for properties of interest

To view planning zones, overlay and heritage information in an interactive format visit Planning Maps Online

For other information about planning in Victoria visit www.planning.vic.gov.au

Areas of Aboriginal Cultural Heritage Sensitivity

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to http://www.aav.nrms.net.au/aavQuestion1.aspx

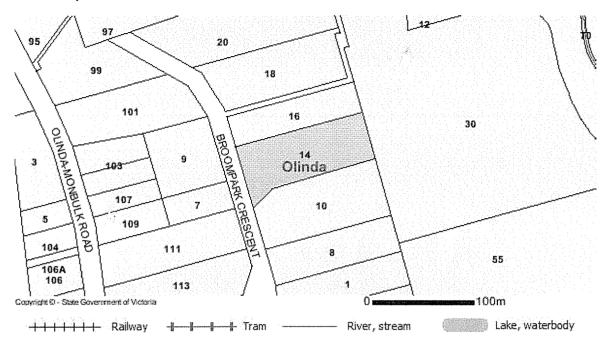
More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - https://www.vic.gov.au/aboriginalvictoria/heritage/planning-and-heritage-management-processes.html

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Area Map







Planning Certificate

(命) PROPERTY DETAILS

Property Address: 14 BROOMPARK CRESCENT, OLINDA VIC 3788

Title Particulars: Lot 1 PS549805T Vendor: Dianne Maree Harrison

Purchaser: N/A

Certificate No: 68334190

Client: House & Land Conveyancing

Matter Ref: 2745Harrison

Date: 27/05/2021



MUNICIPALITY

YARRA RANGES



(PLANNING SCHEME

YARRA RANGES PLANNING SCHEME



RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

YARRA RANGES SHIRE COUNCIL



GREEN WEDGE A ZONE - SCHEDULE 2



ABUTTAL TO A ROAD ZONE / PUBLIC ACQUISITION OVERLAY FOR A PROPOSED ROAD OR ROAD WIDENING

NOT APPLICABLE



DESIGN AND DEVELOPMENT OVERLAY: NOT APPLICABLE

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY: NOT APPLICABLE

DEVELOPMENT PLAN OVERLAY: NOT APPLICABLE

ENVIRONMENTAL AUDIT OVERLAY: NOT APPLICABLE

ENVIRONMENTAL SIGNIFICANCE OVERLAY: NOT APPLICABLE

HERITAGE OVERLAY: NOT APPLICABLE

PUBLIC ACQUISITION OVERLAY: NOT APPLICABLE

SIGNIFICANT LANDSCAPE OVERLAY: NOT APPLICABLE

SPECIAL BUILDING OVERLAY: NOT APPLICABLE

VEGETATION PROTECTION OVERLAY: NOT APPLICABLE

OTHER OVERLAYS: EROSION MANAGEMENT OVERLAY (EMO)



Certificate No: 68334190

Client: House & Land Conveyancing Matter Ref: 2745Harrison

Date: 27/05/2021



PROPOSED PLANNING SCHEME AMENDMENTS

YARRA RANGES C148YRAN THE AMENDMENT COMPRISES A COMPREHENSIVE REVISION OF THE PLANNING SCHEME. IT UPDATES THE PLANNING SCHEME TO REFLECT RECENTLY ADOPTED COUNCIL STRATEGIES AND TO RESPOND TO EMERGING PLANNING ISSUES.

YARRA RANGES C158PT2 REPLACES THE CURRENT SCHEDULE TO THE HERITAGE OVERLAY WITH A NEW SCHEDULE.

YARRA RANGES C158 REPLACES THE CURRENT SCHEDULE TO THE HERITAGE OVERLAY WITH A NEW SCHEDULE AND AMENDS A NUMBER OF PLANNING SCHEME MAPS TO UPDATE AND CORRECT MAPPED HERITAGE OVERLAY BOUNDARIES.

YARRA RANGES C177YRAN AMENDMENT C177YRAN CORRECTS THE RESTRUCTURE OVERLAY IN THE YARRA RANGES PLANNING SCHEME. THE AMENDMENT DELETES THE RESTRUCTURE OVERLAY FROM PROPERTIES WHERE IT IS NO LONGER REQUIRED AND CORRECTS ZONING INACCURACIES AND ANOMALIES. IT ALSO CHANGES THE PLANNING CONTROLS IN THE INCORPORATED DOCUMENT (RESTRUCTURE PLAN FOR OLD AND INAPPROPRIATE SUBDIVISIONS IN THE YARRA RANGES COUNCIL) TO ALLOW PLANNING PERMIT APPLICATIONS FOR SMALL EXTENSIONS TO EXISTING DWELLINGS AND TO CONSTRUCT OR EXTEND OTHER BUILDINGS WHERE TITLE BOUNDARIES ARE INCONSISTENT WITH MAPS IN THE INCORPORATED DOCUMENT.

YARRA RANGES C178YRAN IMPLEMENT THE RECOMMENDATIONS OF THE COLDSTREAM STRUCTURE PLAN.

YARRA RANGES C186YRAN APPLY THE SPECIFIC C , NTROLS OVERLAY - SCHEDULE 14 TO THE LAND AT 361-365 MT DANDENONG TOURIST ROAD, SASSAFRAS TO ENABLE COMPLEMENTARY LOW-SCALE USES AND DEVELOPMENT ON THE SITE, SUBJECT TO A PLANNING PERMIT. ISSUE A PLANNING PERMIT FOR THE USE OF THE LAND FOR A FOOD AND DRINK PREMISES, TWO (2) PLANT NURSERIES, A RETAIL PREMISES AND AN OFFICE IN THE GREEN WEDGE A ZONE - SCHEDULE 1 AND ASSOCIATED BUILDINGS AND WORKS IN THE GREEN WEDGE A ZONE - SCHEDULE 1, DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 14, BUSHFIRE MANAGEMENT OVERLAY AND SPECIFIC CONTROLS OVERLAY - SCHEDULE 14.



ADDITIONAL INFORMATION

STATE-WIDE PROVISIONS IF AN APARTMENT DEVELOPMENT - SEE PLANNING SCHEME CLAUSE 55.07 AND CLAUSE 58



(III) PLANNING ZONE MAP



ZONING

GWAZ2 - Green Wedge A Zone - Schedule 2

This map extract is sourced from data maintained by @OpenStreetMap by @Mapbox and i., provided for information purposes only. No representation is made as to the accuracy of the content, and SAI Global Property Division Pty Ltd does not accept any liability to any person for the information provided

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Disclaimer: The information source for each entry on this certificate has been checked and if shown as NOT APPLICABLE has been deemed to not apply to the subject property. In addition to Planning Scheme Zone and Overlay Provisions, Victorian Planning Schemes comprise the State Planning Policy Framework, the Local Planning Policy Framework, Particular rovisions and General Provisions. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the use and development of land. Heritage Register information included in this service provides information regarding buildings currently registered on the Heritage Registers listed. Information regarding a site's archaeological significance and listing on the Archaeological Sites Heritage Inventory may be obtained from Heritage Victoria. You are advised to do your own due diligence checks for any surrounding area works that may impact the property.



YARRA VALLEY WATER ABN 93 056 902 501

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

27th May 2021

House & Land Conveyancing via SAI Global Property SAIGPROPERTY

Dear House & Land Conveyancing via SAI Global Property,

RE: Application for Water Information Statement

Property Address:	14 BROOMPARK CRESCENT OLINDA 3788
Applicant	House & Land Conveyancing via SAI Global Property SAIGPROPERTY
Information Statement	30608257
Conveyancing Account Number	2469580000
Your Reference	2745Harrison

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 Property Information Statement
- ➤ Melbourne Water Property Information Statement
- > Asset Plan
- > Rates Certificate
- Private Main/Trunk Service Agreement

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

Lucknew Street Mitcham Victoria 3132

Private Bag 1 Mitcham Viotoria 3132

DX 13204 F (03) 9872 1353

yvw.com.au

E enquiry@yvw.com.au

Yarra Valley Water Property Information Statement

Property Address 14 BROOMPARK CRESCENT OLINDA 3788	Property Address	14 BROOMPARK CRESCENT OLINDA 3788	
--	------------------	-----------------------------------	--

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

The water supply to this property is connected by means of a Private Water Main.

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

The water supply to this property is connected by means of a shared Private Water Main.

The water supply to this property is provided by a Private Main (Trunk Service) by agreement with Yarra Valley Water. Any maintenance, repair and replacement is the responsibility of the property owner/owners connected to the Private Main. Further information about the supply by agreement is available by contacting Yarra Valley Water on 1300 304 688.

This Property is a part of a development that is serviced by private water and/or sewer infrastructure. This infrastructure (or pipeline) is known as a private extension and may extend some distance in length from your property before connecting to Yarra Valley Water infrastructure. Any maintenance or supply issues associated with the private extension are the responsibility of the property owners. Yarra Valley Water is responsible for maintaining the water service from the water main up to and including the development main meter or manifold, and the sewer service from the sewer main up to the sewer branch including the inspection shaft /27 A.

Where the property is serviced through a private fire service the property owner is fully responsible for the maintenance of this service including the isolating valve connected to our water main.

Yarra Valley Water does not guarantee the continuity of service or supply, water quality or water pressure within the private extension.

Please note: Unless prior consent has been obtained, the Wa'er 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

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	10 BROOMPARK CRESCENT OLINDA 3788	

STATEMENT UNDER SECTION 158 WATER ACT 1989

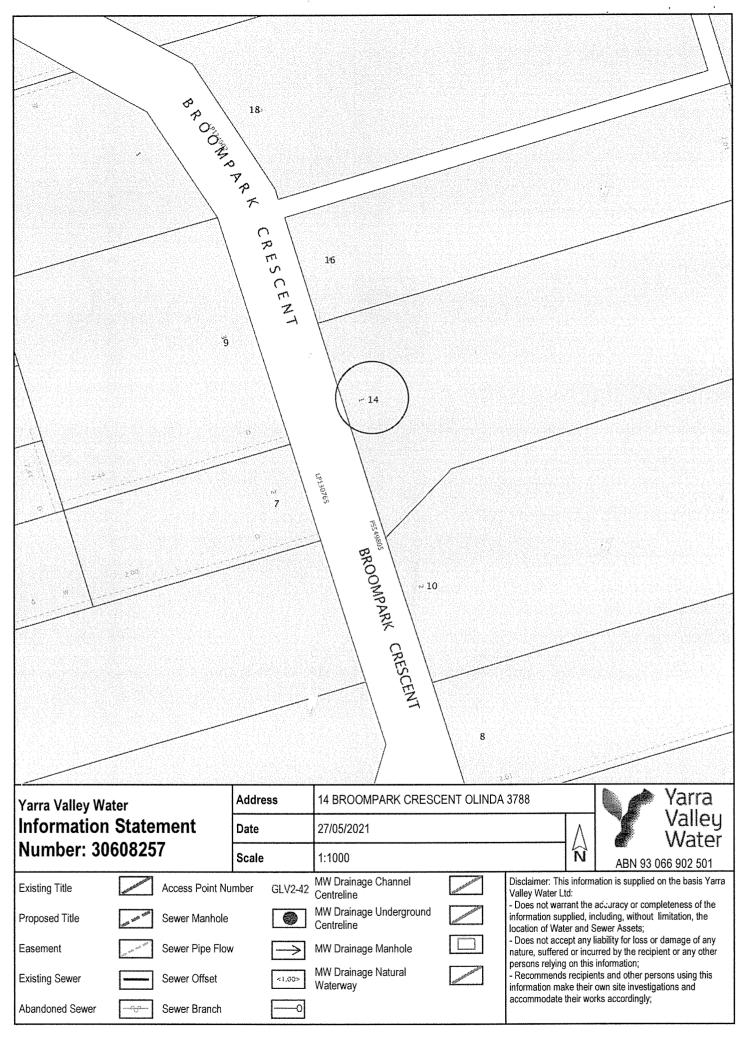
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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

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

House & Land Conveyancing via SAI Global Property SAIGPROPERTY certificates@property.saiglobal.com

RATES CERTIFICATE

Account No: 5669140000 Rate Certificate No: 30608257 Date of Issue: 27/05/2021 Your Ref: 2745Harrison

With reference to your request for details regarding:

Property Address Lot	& Plan Property Number	Property Type
14 BROOMPARK CRES, OLINDA VIC 3788 1\PS	S549805 1478591	Residential

Agreement Type	Period	Charges	Outstanding
Residential Trunk Service Charge	01-04-2021 to 30-06-2021	\$19.47	\$19.47
Residential Water Usage Charge Step 1 – 23.000000kL x \$2.64460000 = \$60.83 Estimated Average Daily Usage \$0.68	16-02-2021 to 17-05-2021	\$60.83	\$60.83
Parks Fee	01-07-2020 to 30-06-2021	\$79.02	\$0.00
Drainage Fee	01-04-2021 to 30-06-2021	\$14.28	\$14.28
Other Charges:			
Interest No interest	t applicable at տis time		
No further charge	es applicable to this property		
	Balance Brou	ght Forward	\$0.00
	Total for T	nis Property	\$94.58
		Total Due	\$94.58

IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS

We have changed our BPAY biller code. Please refer to the payment options and update your bank details.

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. 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.
- 6. 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.
- 7. From 01/07/2019, Residential Water Usage is billed using the following step pricing system: 266.20 cents per kilolitre for the first 44 kilolitres; 317.87 cents per kilolitre for 44-88 kilolitres and 472.77 cents per kilolitre for anything more than 88 kilolitres
- 8. From 01/07/2019, Residential Recycled Water Usage is billed 186.34 cents per kilolitre
- 9. From 01/07/2019, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
- 10. From 01/07/2019, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
- 11. The property is a serviced property with espect to all the services, for which charges are listed in the Statement of Fees above.

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.



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: 1478591

Address: 14 BROOMPARK CRES, OLINDA VIC 3788

Water Information Statement Number: 30608257

HOW TO PAY



Biller Code: 314567 Ref: 56691400005



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: 1478591

Address: 14 BROOMPARK CRES, OLINDA VIC 3788

Water Information Statement Number: 30608257

Cheque Amount: \$

Waiver and Variation

- A provision of or a right created under this agreement may not be:
 - waived except in writing signed by the party granting the waiver; or (a)
 - varied except in writing signed by the parties. (b)

EXECUTED as an agreement.

SCHEDULE 1

PARTIES TO THIS AGREEMENT

Name & Address of Owner	Property	Reference Number [(Office Use Only)	Signature(s)	Date
Flona Jane Rymor	14 Broompark Cres Ounda 3788.		Flora Repne	24/11/08
		,		,

Signed for and on behalf of Yarra Valley Water Limited

(Kod	92	
Date:	& 12log	\	

......Manager - Sales & Suvice Assistance

NETWORK OPERATIONS

May 1997

Issue A/Rev 0

Document YFOR 3416

SCHEDULE 2

THIS	DEED OF ASSUMPTION is made on(date)
	From Jane Rymer (name)
of Prope	Broom Park 14 Broompark Crescent, Oindo ty Owner") Flora Rymer (address) ("the
RECIT	TALS
A.	Yarra Valley Water Limited ("Yarra Valley Water") holds a water and sewerage licence issued under Division 1 of Part 2 of the Water Industry Act 1994.
В.	By the Temporary Trunk Service Agreement that is annexure A to this deed, Yarra Valley Water has agreed to supply water by means of a temporary trunk service to the other parties to the Temporary Trunk Service Agreement.
C.	Under clause 7 of the Temporary Trunk Service Agreement, a person who acquires a property from a party to the Temporary Trunk Service Agreement and who requires the use of the temporary trunk service may become a party to the Temporary Trunk Service Agreement by executing this deed.
D.	The property owner is the registered proprietor of the property at
E.	The Property Owner requires the use of the temporary trunk service for the supply of water t the Property by Yarra Valley Water and wishes to become a party to the Temporary Trunk Service Agreement in the manner contemplated thereby.
OPER	ATIVE PROVISION
1.	The I'roperty Owner agrees to become a party to the Temporary Trunk Service Agreement for the purposes of becoming bound by, and assuming liability under, the terms and conditions of the Temporary Trunk Service and undertakes to observe and perform each and all of the provisions of the Temporary Trunk Service Agreement on and from the date of this deed as if named as the property owner in the Temporary Trunk Service Agreement.
SIGNE	SS OF WITNESS 36 Tudo (Drive, Mouroolbark 2138
WITNE	SS haretten York (Print Name) Love Ha YOST (SIGNATURE)
ADDRE	ss of WITNESS 36 Tudor Orive, Mouroolbark \$138
May 1	lssue A/Rev 0 Document YFOR 3416

	ADDING A PROPERTY TO A	IN EXISTING TEMPORARY	RUNK SERVICE
THIS	DEED OF ASSUMPTION is ma	ade on	
BY:	Figna Jane Broom Park 14 Brompark	Rymer	[name]
			the Property Owner")
RECI	TALS From Regn	71	
A.		arra Valley Water") holds a wate of the Water Industry Act 1994	
B.	By the Temporary Trunk Service Water has agreed to supply water to the Temporary Trunk Service	e Agreement that is annexure A to r by means of a temporary trunk so Agreement.	this deed, Yarra Valley ervice to the other parties
C	if that person complies, to the satisfrom Yarra Valley Water and the who are parties to the agreement Valley Water under clause 8.4.	Trunk Service Agreement, a pers become a party to the Temporary tisfaction of Yarra Valley Water, we reasonable terms and conditions of or such terms and conditions as an Attachment B is an acknowledgement conditions under clause 8 have	Trunk Service Agreement with any approval letter of the property owners to determined by Farra lent by Yarra Valley Water
D.	narticularly described in certified	red proprietor of the property at Crescent, Olivere of title yolume [] folio [I ("Property").
E., .	The Property Owner requires the the Property by Yarra Valley Was Service Agreement in the manner	et e of the temporary trunk service ter and wishes to become a party or contemplated thereby.	e for the supply of water to to the Temporary Trunk
OPER	LATIVE PROVISION		•
1.	for the purposes of becoming bo- conditions of the Temporary Tru- all of the provisions of the Temp deed as if named as the property	ecomes a party to the Temporary Tund by, and assuming liability und nk Service and undertakes to observorary Trunk Service Agreement of owner in the Temporary Trunk Service Agreement of the Temporary T	ler, the terms and rive and perform each and in and from the date of this crice Agreement.
SIGNE	D, SEALED AND DELIVERED by	Frong Kymer	(SIGNATURE)
WITNE	SIGNED, SEALED AND DELIVERED by Frong Rymon (SIGNATURE) WITNESS LOCALLE YOUT (Print Name) LOVE Ha JOST (SIGNATURE) ADDRESS OF WITNESS 36 Tudor Drive, Moorcoolback 3138.		
ADDRI	ess of WiinessS.S	n	
May I	997	Issue A/ Rev O	Document YFOR 3416

YARRA VALLEY WATER LIMITED (ACN 066 902 501)

TEMPORARY TRUNK SERVICE AGREEMENT

REFERENCE NO:(Office Use Only	REFERENCE NO:	(Office	: Hse Only
-------------------------------	---------------	---------	------------

Yarra Valley Water agrees to supply water to each property owner specified in schedule 1 of this agreement for the purposes of each property specified in schedule 1 on a temporary basis on the terms and conditions in this agreement. This agreement supersedes any previous temporary trunk service agreements relating to this property.

1 OBLIGATIONS OF PROPERTY OWNER

Connection of Temporary Trunk Service

- 1.1 The property owner may only proceed with works to connect a property subject to this agreement to the water main by a temporary trunk service if the property owner has complied with the requirements in Yarra Valley Water's letter of approval in relation to that property and has been informed by Yarra Valley Water that work may proceed.
- 1.2 The property owner may only connect a temporary trunk service to Yarra Valley Water's works if all requirements in Yarra Valley Water's letter of approval are complied with.

Responsibility for Maintenance

- 1.3 Where only one property is connected to the temporary trunk service, the property owner is responsible for the maintenance, repair and replacement of the temporary trunk service, and any works that are required to connect the property to the temporary trunk service.
- 1.4 Subject to clause 1.5, where more than one property is connected to a temporary trunk service, each property owner is responsible for the maintenance, repair and replacement of any works in connection with a temporary trunk service that are required for delivery of water to the property of that property owner.
- 1.5 If any part of the works in connection with a temporary trunk service is required for the delivery of water to more than one property, the owners of those properties are jointly and severally responsible for the maintenance, repair and replacement of that part of the works.
- 1.6 Each property owner must comply with all directions issued under section 68 of the Water Industry Act 1994 by Yarra Valley Water from time to time including carrying out any works, repairs or maintenance to the temporary trunk service deemed necessary by Yarra Valley Water.

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1.7 The temporary trunk service must not be altered or extended (including for the purposes of a subdivision of land) unless Yarra Valley Water's approval has been obtained.

Pipework and Plumbing

1.8 Each property owner must ensure that all pipework and plumbing relating to the temporary trunk service is carried out in accordance with Yarra Valley Water's letter of approval and A.S. 3500 Part 1, Victoria Water Supply and Sewerage Plumbing Regulations 1994, Water Industry Regulations 1995.

Supply to Others Prohibited

1.9 Each property owner must ensure that no property other than a property the subject of this agreement is connected to or receives water from the temporary trunk service except in accordance with clause 8.

2 WATER USAGE

- 2.1 All water supplied by means of the trunk service to a property must be measured by a meter.
- 2.2 Yarra Valley Water will measure the quantity of water supplied to the property (water usage)
 - (a) by means of a meter at the point of tapping to the water main (master meter); and
 - (b) by means of a meter to measure all water supply to each property (property meter).
- 2.3 Subject to the Water Industry Regulations 1995, where water is supplied by means of a temporary trunk service to one property, water usage to the property is the greater of the water usage recorded by the master meter and the water usage recorded by the property meter.
- 2.4 Subject to the Water Indus.ry Regulations 1995, where water is supplied by means of a temporary trunk service to more than one property, the water usage for each property is:
 - (a) the water usage recorded by the property meter for that property plus; plus
 - (b) an equal share of any water usage recorded by the master meter that exceeds the aggregate water usage recorded on each property meter.
- 2.5 Yarra Valley Water is responsible for maintaining the ferrule, the master meter and each property meter in accordance with the Water Industry Regulations 1995.

3 FEES AND CHARGES

The property owner must pay Yarra Valley Water the water usage charges and any other applicable fees and charges from time to time applying under Yarra Valley Water's pricing policy for the supply of water to a property by the temporary trunk service as determined in accordance with Yarra Valley Water's water and sewerage licence and the Water Industry Act 1994.

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4 WATER INDUSTRY ACT 1994 AND WATER INDUSTRY REGULATIONS 1995

- 4.1 The Water Industry Act 1994 and Water Industry Regulations 1995 apply to this agreement to the extent they are applicable to a temporary trunk service.
- 4.2 Any reference to legislation or subordinate legislation in this agreement is a reference to that legislation or subordinate legislation as amended from time to time or, if replaced, to equivalent provisions in that legislation or subordinate legislation as replaced.

5 STANDARD OF WATER

- 5.1 Failure to maintain adequately the temporary trunk service or any works connecting the temporary trunk service to a property may affect the quantity, quality or pressure of water supplied to the property by the temporary trunk service.
- To the maximum extent permitted by law, Yarra Valley Water does not guarantee or give any warranty or assurance with respect to the quantity, quality or pressure of water caused by a failure to maintain adequately the temporary trunk service or any pipes connecting the temporary trunk service to a property.

6 TERMINATION/DISCONNECTION

- Yarra Valley Water may terminate this agreement or disconnect the temporary trunk service or both on not less than one month's notice in writing to the property owner for any reason whatsoever including, without limitation:
 - (a) if Yarra Valley Water or any other authority or body which supplies water decides to abandon or relocate a water main that is required for the purposes of the supply of water by the temporary trunk service;
 - (b) if the temporary trunk service adversely affects the operation of Yarra Valley Water's water supply system or the water main which supplies water to the temporary trunk service no longer has the capacity to support the temporary trunk service; or
 - subject to clause 6.3, if the property owner(s) fail to comply with a notice under section 68 of the Water Industry Act within the time specified in that notice.
- Yarra Valley Water is under no obligation to provide the property owner with an alternative water supply if the temporary trunk service is disconnected under clause 6.1
- 6.3 Yarra Valley Water may reduce or restrict the quantity of water supplied to any property owner in any of the circumstances in section 85 of the Water Industry Act 1994 or if that property owner fails to comply with any of that property owner's obligations under this agreement.
- Any moneys owing to Yarra Valley Water or to any other party under this agreement remain payable notwithstanding the termination of this agreement.
- 6.5 All property owners may jointly terminate this agreement subject to the agreement of Yarra Valley Water. A property owner may terminate this agreement, insofar as it applies to that property owner, subject to the agreement of all parties. In that circumstance, the agreement continues to bind all other parties to this agreement.

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7 CHANGE IN OWNERSHIP

Proposed change in ownership

- 7.1 A property owner proposing to dispose of all or part of a property which is serviced by a temporary trunk service must inform any persons who may acquire the property of the existence of the temporary trunk service and the terms and conditions of this agreement.
- 7.2 If the disposal referred to in clause 7.1 is by way of sale, the vendor's statement under section 32 of the Sale of Land Act 1962 must expressly inform potential purchasers of the property that:
 - (a) the temporary trur's service is a temporary means of water supply to the property and may be terminated by Yarra Valley Water on not less than on month's notice in writing; and
 - (b) unless any subsequent property owner enters into this agreement with Yarra Valley Water and any other owners of properties connected to that temporary trunk service by executing a deed in the form of schedule 2, Yarra Valley Water may discontinue the supply of water to the property.

Obligations of property owner on disposal of property

7.3 If a property owner disposes of all or part of a property which is serviced by a temporary trunk service, the property owner must give notice of the disposal to Yarra Valley Water in accordance with section 176A of the Water Industry Act 1994 within 14 days after the disposal. Failure to comply with this obligation may give rise to a penalty under section 176A of the Water Industry Act 1994.

Effect of disposal on this agreement

- 7.4 Subject to clauses 7.5 and 7.6, this agreement continues to be binding on a property owner in respect of a property connected to the temporary trunk service until a notice of disposal under clause 7.3 ir given or a subsequent owner of the property executes a deed in the form of schedule 2, whichever occurs first.
- 7.5 Subject to clause 7.6, when Yarra Valley Water becomes aware of the disposal of all or part of a property which is serviced by a temporary trunk service, it may disconnect that property from the temporary trunk service until a subsequent owner executes a deed under schedule 2. Unless terminated earlier, this agreement terminates from the date of disconnection against the property owner who previously owned that property.
- 7.6 If a disposal of property relates only to that part of a property which does not receive services from the temporary trunk service, this agreement remains in force in relation to the remaining part of the property that is not disposed of.

8 MULTIPLE CONNECTIONS

Yarra Valley Water may permit a person who is the owner of a property that is not connected to the temporary trunk service to extend the temporary trunk service and/or connect to the temporary trunk service, subject to that person:

- (a) obtaining a letter of approval from Yarra Valley Water and complying with the terms and conditions of that letter to the satisfaction of Yarra Valley Water;
- (b) executing a deed in the form of schedule 3; and
- (c) satisfying Yarra Valley Water that the person has complied with the reasonable terms and conditions of property owners who are parties to this agreement.
- 8.2 The property owners who are parties to this agreement must use all reasonable endeavours to reach agreement with each other in relation to the terms and conditions referred to in clause 8.1(c).
- 8.3 The terms and conditions referred to in clause 8.1(c) must be reasonable taking into account the investment of each property owner in relation to the temporary trunk service and the use that that property owner has had from the temporary trunk service.
- If the property owners who are parties to this agreement are unable to reach agreement in relation to the terms and conditions referred to in clause 8.1(c) within a period of [two] months of being asked to do so by the person wishing to connect to the temporary trunk service, Yarra Valley Water may determine the terms and conditions that must be complied with for the purposes of clause 8.1(c). In making a determination under this clause, Yarra Valley Water must consult with the property owner wishing to be connected to the temporary trunk service and each property owner who is a party to this agreement and must take into account the matters in clause 8.3. The property owners who are parties to this agreement must pay Yarra Valley Water's reasonable administrative costs in connection with making a determination under this clause. These costs are to be divided equally between them.

9 EFFECT OF EXECUTING DEED OF ASSUMPTION

- 9.1 If a person executes a deed in accordance with clauses 7 or 8:
 - (a) the terms and conditions of this agreement bind that person and this agreement is deemed to be an agreement between that person, Yarra Valley Water and each other property owner who is a party to this agreement at the date the deed is executed; and
 - (b) subject to clause 7.4, no existing or future obligation under this agreement is discharged.
- 9.2 On executing a deed in accordance with this agreement, all references to "property owner" in this agreement include a reference to a person executing the deed and all references to a "property" in this agreement include the property specified in the deed.
- 9.3 Schedule 1 may be updated by Yarra Valley Water from time to time to reflect any changes required to that schedule because of the provisions of clauses 7 and 8 of this agreement. Yarra Valley Water will circulate an updated schedule to all parties to this agreement.

10 AGREEMENT BETWEEN PROPERTY OWNERS

- 10.1 If more than one property owner is a party to this agreement, they each must co-operate with each other to ensure:
 - (a) that the temporary trunk service is properly maintained in a good and proper state of repair in accordance with the provisions of this agreement; and
 - (b) the efficient functioning of the temporary trunk service.
- Unless otherwise agreed between the property owners who are parties to this agreement and subject to clause 10.3, the cost of:
 - (a) maintenance, repair or replacement of a temporary trunk service or the pipes connecting that temporary trunk service to a property or any works in connection with that temporary trunk service under clauses 1.3 to 1.5;
 - (b) complying with a direction by Yarra Valley Water under section 68 of the Water Industry Act 1994; and
 - (c) the additional water usage under clause 2.4(b),

must be borne by property owners in accordance with their responsibilities under this agreement.

- 10.3 Unless otherwise agreed between the property owners who are parties to this agreement, if it may reasonably be demonstrated that the costs referred to in clause 10.2 have been incurred because of the act or omission of one of those property owners, that property owner must pay or reimburse the other property owners for those costs. If the act or omission of more than one property owner is involved, those property owners must share equally the cost of paying or reimbursing the other property owners,
- 10.4 If any property owner males a payment in connection with the maintenance, repair or replacement of the temporary trunk service, that property owner may recover the amount of that payment for which another property owner is responsible under clause 10.2.

11 DISPUTES

Subject to clause 8.4, Yarra Valley Water will not arbitrate in disputes between property owners.

12 INDEMNITY AND RELEASE

- 12.1 To the extent permitted by law, each property owner jointly and severally indemnifies Yarra Valley Water against, and releases Yarra Valley Water from, all costs, expenses (including legal costs and expenses), liability, loss or damage incurred or suffered, directly or indirectly, by Yarra Valley Water or any other person, in connection with the temporary trunk service and the supply of water by the temporary trunk service including, without limitation:
 - (a) the construction, installation, connection, disconnection, presence, maintenance and operation of the temporary trunk service;

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- (b) the supply or failure to supply water or water of a certain quality, quantity or pressure from the temporary trunk service; or
- (c) any failure to comply with the terms of this agreement.
- Each indemnity in this agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this agreement.
- 12.3 It is not necessary for Yarra Valley Water to incur expense or make payment before enforcing a right of indemnity conferred by this agreement.

13 PERMANENT WATER RETICULATION MAIN

- Yarra Valley Water may, at its discretion, at any time construct a permanent water reticulation main to service a property to which this agreement applies. Yarra Valley Water may require the property owner to meet or contribute to the cost of constructing a permanent water reticulation main to service the property in accordance with the provisions of the Water Industry Act 1994.
- Where a permanent water reticulation main is constructed by Yarra Valley Water to service a property, Yarra Valley Water may, at its cost:
 - (a) disconnect the temporary trunk service from that property; and
 - (b) connect the property to the permanent water reticulation main, unless the property owner has sought and received approval for the property not to be declared a serviced property under section 64 of the Water Industry Act 1994.
- Where a permanent water reticulation main constructed by Yarra Valley Water does not service all properties under this agreement, this agreement continues in force between Yarra Valley Water and the owners of any properties that continue to be serviced by the temporary trunk service.

14 MISCELLANEOUS

Disclosure of Agreement

14.1 Yarra Valley Water may at its absolute discretion disclose the terms and conditions of this agreement to any person.

No assignment

14.2 A property owner may not assign any rights under this agreement without the consent of Yarra Valley Water and each other party to this agreement.

Waiver and Variation

- 14.3 A provision of or a right created under this agreement may not be:
 - (a) waived except in writing signed by the party granting the waiver; or
 - (b) varied except in writing signed by the parties.

EXECUTED as an agreement.

SCHEDULE 1

PARTIES TO THIS AGREEMENT

Name & Address of Owner	Property	Reference Number [(Office Use Only)	Signature(s)	Date

Signed for and on behal	f of Yarra Valley Water Limited	
		er - Sales & Service Assistance
Date:		
May 1997	Issue A/Rev 0	Document YFOR 3416

THIS	S DEED OF ASSUMP	TION is made on	(date)	
BY: .			(name)	
of Prop	erty Owner")		(address) ("t	he
REC	ITALS	4		
A.		Limited ("Yarra Valley Water") h	holds a water and sewerage licencery Act 1994.	j
B.	Water has agreed to s		nexure A to this deed, Yarra Valley rary trunk service to the other partic	
C.	property from a party	k service may become a party to th	Agreement and who requires the us	se
D.	The property owner i	s the registered proprietor of the pr	roperty at	
	particularly described	l in certificate of title volume [more] folio [] ("Property").	
E.	the Property by Yarra		trunk service for the supply of wate me a party to the Temporary Trunk /.	
OPE	RATIVE PROVISION	1		
1.	for the purposes of be conditions of the Ten all of the provisions of	ecoming bound by, and assuming laporary Trunk Service and underta	akes to observe and perform each a greement on and from the date of t	nd
SIGNI	ED,SEALED AND DELIV	ERED by	(SIGNATURE)	
WITN	ESS	(Print Name)	(SIGNATURE)	
ADDR	RESS OF WITNESS			
May	1997	Issue A/Rev 0	Document YFOR 3416	

	ADDING A PROPERTY TO AN EXISTING TEMPORARY TRUNK SERVICE
THIS	DEED OF ASSUMPTION is made on
BY:	
of	("the Property Owner")
RECI	TALS
A.	Yarra Valley Water Limited ("Yarra Valley Water") holds a water and sewerage licence issued under Division 1 of Part 2 of the Water Industry Act 1994.
B.	By the Temporary Trunk Service Agreement that is annexure A to this deed, Yarra Valley Water has agreed to supply water by means of a temporary trunk service to the other parties to the Temporary Trunk Service Agreement.
C.	Under clause 8 of the Temporary Trunk Service Agreement, a person who requires the use of the temporary trunk service may become a party to the Temporary Trunk Service Agreement if that person complies, to the satisfaction of Yarra Valley Water, with any approval letter from Yarra Valley Water and the reasonable terms and conditions of the property owners who are parties to the agreement or such terms and conditions as are determined by Yarra Valley Water under clause 8.4. Attachment B is an acknowledgement by Yarra Valley Water that it is satisfied that all terms and conditions under clause 8 have been complied with.
D.	The property owner is the registered proprietor of the property at
	particularly described in certificate of title volume [] folio [] ("Property").
E	The Property Owner requires the use of the temporary trunk service for the supply of water to the Property by Yarra Valley Water and wishes to become a party to the Temporary Trunk Service Agreement in the manner contemplated thereby.
OPE	RATIVE PROVISION
1.	The Property Owner agrees to becomes a party to the Temporary Trunk Service Agreement for the purposes of becoming bound by, and assuming liability under, the terms and conditions of the Temporary Trunk Service and undertakes to observe and perform each and all of the provisions of the Temporary Trunk Service Agreement on and from the date of this deed as if named as the property owner in the Temporary Trunk Service Agreement.
SIGNI	ED,SEALED AND DELIVERED by(SIGNATURE)
WITN	ESS(SIGNATURE)
ADDR	ESS OF WITNESS
May	1997 Issue A/Rey 0 Document YFOR 3416

Waiver and Variation

- 14.3 A provision of or a right created under this agreement may not be:
 - (a) waived except in writing signed by the party granting the waiver; or
 - (b) varied except in writing signed by the parties.

EXECUTED as an agreement.

SCHEDULE 1

PARTIES TO THIS AGREEMENT

Name & Address of Owner	Property	Reference Number [(Office Use Only)	Signature(s)	Date
Flona Jane Rymor	14 Broompark Cros Ounda 3788.		Fiora Repres	24/11/08
		,	_	

Signed for and on behalf of Yarra Valley Water Limited

Date: 012/09

Manager Sales & Society Assistance
NETWORK OPERATIONS

May 1997

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SCHEDULE 2

THIS	DEED OF ASSUMPTION is made on
	Flora Jane Rymer (name)
of Prope	Broom Park 14 Broompark Crescent, Olinda (address) ("the rty Owner") Flora Ryman
RECI	
A.	Yarra Valley Water Limited ("Yarra Valley Water") holds a water and sewerage licence issued under Division 1 of Part 2 of the Water Industry Act 1994.
B.	By the Temporary Trunk Service Agreement that is annexure A to this deed, Yarra Valley Water has agreed to supply water by means of a temporary trunk service to the other parties to the Temporary Trunk Service Agreement.
C	Under clause 7 of the Temporary Trunk Service Agreement, a person who acquires a property from a party to the Temporary Trunk Service Agreement and who requires the use of the temporary trunk service may become a party to the Temporary Trunk Service Agreement by executing this deed
D.	The property owner is the registered proprietor of the property at Broom Crescent, Oliver more particularly described integrations of title volume [] folio [] ("Property").
Ε.	The Property Owner requires the use of the temporary trunk service for the supply of water to the Property by Yarra Valley Water and wishes to become a party to the Temporary Trunk Service Agreement in the manner contemplated thereby.
OPER	ATIVE PROVISION
1.	The Property Owner agrees to become a party to the Temporary Trunk Service Agreement for the purposes of becoming bound by, and assuming liability under, the terms and conditions of the Temporary Trunk Service and undertakes to observe and perform each and all of the provisions of the Temporary Trunk Service Agreement on and from the date of this deed as if named as the property owner in the Temporary Trunk Service Agreement.
SIGNE	D, SEALED AND DELIVERED by FLONG Republic (SIGNATURE) CSS LOVELLE YOR (Print Name) Love Ha Yost (SIGNATURE) CSS OF WITNESS 36 Tudor Drive, Mouroolbark 3138
WITNE	55 Noretta Jost (Print Name) Lore Ha JOST (SIGNATURE)
ADDRI	ess of WITNESS 36 Tudor Drive, Mouroolbark 18138
May 1	997 Issue A/Rev 0 Document YFOR 3416

	ADDING A PROPERTY TO AN EXISTING TEMPORARY TRUNK SERVICE
THIS	DEED OF ASSUMPTION is made on
BY:	Frona Jane Rymer [name] Broom Park Cres, Olinda ("the Property Owner")
RECI	TALS Flora Repur.
A.	Yarra Valley Water Limited ("Yarra Valley Water") holds a water and sewerage licence issued under Division 1 of Part 2 of the Water Industry Act 1994.
В.	By the Temporary Trunk Service Agreement that is annexure A to this deed, Yarra Valley Water has agreed to supply water by means of a temporary trunk service to the other parties to the Temporary Trunk Service Agreement.
C.	Under clause 8 of the Temporary Trunk Service Agreement, a person who requires the use of the temporary trunk service may become a party to the Temporary Trunk Service Agreement if that person complies, to the satisfaction of Yarra Valley Water, with any approval letter from Yarra Valley Water and the reasonable terms and conditions of the property owners who are parties to the agreement or such terms and conditions as are determined by Yarra Valley Water under clause 8.4. Attachment B is an acknowledgement by Yarra Valley Water that it is satisfied that all terms and conditions under clause 8 have been complied with.
D.	The property owner is the registered proprietor of the property at 14 Broom Fack Crescent, Olivoid
E	The Property Owner requires the use of the temporary trunk service for the supply of water to the Property by Yarra Valley Water and wishes to become a party to the Temporary Trunk Service Agreement in the manner contemplated thereby.
OPER	ATIVE PROVISION
1.	The Property Owner agrees to becomes a party to the Temporary Trunk Service Agreement for the purposes of becoming bound by, and assuming liability under, the terms and conditions of the Temporary Trunk Service and undertakes to observe and perform each and all of the provisions of the Temporary Trunk Service Agreement on and from the date of this deed as if named as the property owner in the Temporary Trunk Service Agreement.
SIGNE	DISEALED AND DELIVERED by Jung Kigney (SIGNATURE)
WITNE	SS LOCALLE JOST (Print Name) LOVE Ha JOST (SIGNATURE)
ADDRE	osealed and delivered by Frong Rymon (SIGNATURE) ss 1.0/clte 108+ (Print Name) Love Ha 108+ (SIGNATURE) css of witness 36 Tudor Drive, Mooroolback 3138.
	•
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YARRA VALLEY WATER

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Waiver and Variation

- 14.3 A provision of or a right created under this agreement may not be:
 - (a) waived except in writing signed by the party granting the waiver; or
 - (b) varied except in writing signed by the parties.

EXECUTED as an agreement.

SCHEDULE 1

PARTIES TO THIS AGREEMENT

Name & Address of Owner	Property	Reference Number [(Office Use Only)	Signature(s)	Date
ROBERT HONETMAN 14 BROWNPARK ORE,	14 BROOMPARKERE ULINDA		Apreyver, k	24/10/0
OLINDA SOME.	16 BROOMPARK CR OLINOA	Z- ,	Spreyner.	24/10/0

Signed for and on behalf of Yarra Valley Water Limited

Manager - Sales & Servin Assistance

May 1997

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YARRA VALLEY WATER

24565161

SCHEDULE 2

THIS	DEED OF ASSUMPTION is made on 24 OCTOBOK 2001 (date)
BY:	ROBERT HONEYMAN (name)
	14 BROOMPARK CRESCENT, OLINDA 3788 (address) ("the rty Owner")
RECI	TALS
A.	Yarra Valley Water Limited ("Yarra Valley Water") holds a water and sewerage licence issued under Division 1 of Part 2 of the Water Industry Act 1994.
В.	By the Temporary Trunk Service Agreement that is annexure A to this deed, Yarra Valley Water has agreed to supply water by means of a temporary trunk service to the other parties to the Temporary Trunk Service Agreement.
C.	Under clause 7 of the Temporary Trunk Service Agreement, a person who acquires a property from a party to the Temporary Trunk Service Agreement and who requires the use of the temporary trunk service may become a party to the Temporary Trunk Service Agreement by executing this deed.
D.	The property owner is the registered proprietor of the property at
•	particularly described in certificate of title volume [09624] folio [700] ("Property").
E. :	The Property Owner requires the use of the temporary trunk service for the supply of water to the Property by Yarra Valley Water and wishes to become a party to the Temporary Trunk Service Agreement in the manner contemplated thereby.
OPER	ATIVE PROVISION
1.	The Property Owner agrees to become a party to the Temporary Trunk Service Agreement for the purposes of becoming bound by, and assuming liability under, the terms and conditions of the Temporary Trunk Service and undertakes to observe and perform each and all of the provisions of the Temporary Trunk Service Agreement on and from the date of this deed as if named as the property owner in the Temporary Trunk Service Agreement.
SIGNEI	SS (Print Name) WA/ L/N (11206/SIGNATURE)
WITNE	SS (Print Name) WAI LIN (112NG/SIGNATURE)
ADDRE	SS OF WITNESS 40 POWER ST DANDENONG 3175
May 19	Issue A/Rev 0 Document YFOR 3416

	ADDING A PROPERTY TO AN EXISTING TEMPORARY TRUNK SERVICE
THIS	DEED OF ASSUMPTION is made on 24th OCTOBER 200/ [date]
	ROBERT HONEYMAN [name]
of	16 BROOMPARK CRESC ZNT, OLINDA ("the Property Owner")
RECITALS	
A.	Yarra Valley Water Limited ("Yarra Valley Water") holds a water and sewerage licence issued under Division 1 of Part 2 of the Water Industry Act 1994.
B.	By the Temporary Trunk Service Agreement that is annexure A to this deed, Yarra Valley Water has agreed to supply water by means of a temporary trunk service to the other parties to the Temporary Trunk Service Agreement.
C.	Under clause 8 of the Temporary Trunk Service Agreement, a person who requires the use of the temporary trunk service may become a party to the Temporary Trunk Service Agreement if that person complies, to the satisfaction of Yarra Valley Water, with any approval letter from Yarra Valley Water and the reasonable terms and conditions of the property owners who are parties to the agreement or such terms and conditions as are determined by Yarra Valley Water under clause 8.4. Attachment B is an acknowledgement by Yarra Valley Water that it is satisfied that all terms and conditions under clause 8 have been complied with.
D.	The property owner is the registered proprietor of the property at
	particularly described in certificate of title volume [9624] folio [699] ("Property").
E	The Property Owner requires the use of the temporary trunk service for the supply of water to the Property by Yarra Valley Water and wishes to become a party to the Temporary Trunk Service Agreement in the manner contemplated thereby.
OPERATIVE PROVISION	
1.	The Property Owner agrees to becomes a party to the Temporary Trunk Service Agreement for the purposes of becoming bound by, and assuming liability under, the terms and conditions of the Temporary Trunk Service and undertakes to observe and perform each and all of the provisions of the Temporary Trunk Service Agreement on and from the date of this deed as if named as the property owner in the Temporary Trunk Service Agreement.
SIGNE	D, SEALED AND DELIVERED by Chennel IVA' LIN CHENY (SIGNATURE)
WITNESS (Print Name) IVA LIN CHENY (SIGNATURE)	
ADDRESS OF WITNESS 40 POWER ST DANDTRONG	
May 1	997 Issue A/ Rev 0 Document YFOR 3416