

**VENDOR STATEMENT
TO THE PURCHASER OF REAL ESTATE
PURSUANT TO SECTION 32 OF THE
SALE OF LAND ACT 1962 (VIC) (“the Act”)**

LAND

**Lot 1 on Proposed plan of subdivision 835134W, 6 WESTERN
WAY MOOROOLBARK VIC 3138**



The vendors make this statement in respect of the land in accordance with section 32 of the *Sale of Land Act 1962*.

The vendors must sign this statement and give it to the purchaser prior to the purchaser signing the contract. The vendors may sign this statement to be given to the purchaser by electronic signature.

VENDORS

MICHAEL JAMES LAWSON & MADELINE ISOBELLA ELLERM

Signatures of the Vendors

DATE OF THIS STATEMENT 4 / 6 / 20

The Purchaser acknowledges being given this statement signed by the Vendors together with the attached documents before the Purchaser signed any contract.

PURCHASER

Signature of the Purchaser

DATE OF ACKNOWLEDGEMENT / /

1. FINANCIAL MATTERS

1.1 Land subject to a mortgage

The land **is not** to be sold subject to a mortgage (registered or unregistered), which is not to be discharged before the purchaser becomes entitled to possession or to the receipt of rents and profits.

1.2 Any Charge

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.

- None to the Vendor's Knowledge. If any, as contained in the attached certificates.

1.3 Rates, taxes, charges or other similar outgoings

Particulars of any rates, taxes, charges or other similar outgoings affecting the land (and any interest payable on any part of them):

- (a) Are contained in the attached certificate(s).
- (b) There are **no** charges or outgoings for which the Purchaser may become liable as a consequence of the sale and which the Vendor might reasonably be expected to have knowledge of save for the usual adjustments of outgoings at settlement.

1.4 Terms Contract

The land **is not** to be sold pursuant to a terms contract where the Purchaser is obliged to make 2 or more payments (other than a deposit or final payment) to the Vendor after the execution of the contract and before the Purchaser is entitled to a conveyance or transfer of the land.

2. INSURANCE DETAILS

2.1 Damage and destruction

This section only applies if this vendors statement is in respect of a contract for the sale which does not provide for the land to remain at the risk of the Vendor until the Purchaser becomes entitled to possession or receipt of rents and profits.

- Not Applicable

2.2 Owner-Builder

There **is not** a residence on the land which was constructed by an owner-builder within the preceding 6 years and section 137B of the *Building Act* 1993 applies to the residence.

3. LAND USE

3.1 Easement, covenant or other similar restriction affecting the land

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

Is set out in the attached copies of these document(s).

- Registered Search Statement(s) for Volume 8684 Folio 549
- Copy of Plan LP076439
- DRAFT SECTION 173 AGREEMENT attached hereto or such further requirements and changes that are deemed necessary from Yarra Ranges Council.
- Proposed Plan of Subdivision PS835134W

- Planning Permit: YR- 2019/895
- Planning Permit: YR-20108/1231
- Proposed owners corporation module rules
- Such other certificates attached hereto

(b) Particulars of any existing failure to comply with the terms of that easement, covenant or other similar restrictions are:

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant, caveat or similar restriction. *However, sewers/drains, mains, underground electricity or other cables may be laid outside registered easements.*

3.2 Designated bushfire prone area

The land **is not** in a designated bushfire prone area within the meaning of the regulations made under the *Building Act* 1993.

3.3 Road access

There **is** access to the property by road.

3.4 Planning scheme

(a) Information concerning a planning scheme applying to the Property is set out in the attached copy certificates.

4. NOTICES

4.1 Notice, order, declaration, report or recommendation

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

- Registered Search Statement(s) for Volume 8684 Folio 549
- Copy of Plan LP076439
- DRAFT SECTION 173 AGREEMENT attached hereto or such further requirements and changes that are deemed necessary from Yarra Ranges Council.
- Proposed Plan of Subdivision PS835134W
- Planning Permit: YR- 2019/895
- Planning Permit: YR-20108/1231
- Proposed owners corporation module rules
- Such other certificates attached hereto

4.2 Agricultural purposes

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 are as follows:

- None to the Vendors Knowledge. If any, as contained in the attached certificates.

4.3 Land acquisition

Particulars of any notice of intention to acquire served under section 6 of the *Land Acquisition and Compensation Act* 1986 are as follows:

- None to the Vendors Knowledge. If any, as contained in the attached certificates.

5. BUILDING PERMITS

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

- If any, as contained in the attached certificates.

6. OWNERS CORPORATION

One or more Owners Corporation will be created upon registration of the plan of subdivision.

Attached are copies a statement in the form prescribed providing advice and information to prospective purchasers and lot owners.

A proposed Owners Corporation budget will be provided once the Owners Corporation has been incorporated.

Given that the Owners Corporation has not been set up at the time of this Vendor's Statement, any additional information attached to this Vendor's Statement in relation to the owners corporation is indicatively only and subject to change.

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

7.1 Work-in-kind agreement

The land **is not** subject to a work-in-kind agreement.

7.2 GAIC recording

The land **is not** subject to a GAIC recording.

8. SERVICES

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

- electricity supply
- gas supply
- water supply
- sewerage
- telephone services

9. TITLE

Copies of the following documents are attached:

9.1 Registered Title (*Transfer of Land Act 1958*)

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

9.2 Unregistered Subdivision

In the case of land that is subject to a subdivision:

- (a) the plan of subdivision has not been registered and a copy of the plan of subdivision which has been certified by the relevant municipal council is attached.

10. DISCLOSURE OF ENERGY INFORMATION

This information is not required to be disclosed under section 32 of the *Sale of Land Act* 1962 but is included for convenience.

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

- Not Applicable

11. DUE DILIGENCE CHECKLIST

The Vendor or the Vendor's licensed estate agent must ensure that a prescribed due diligence checklist is made available before the land is offered for sale to any prospective purchaser from the time the land for sale that is vacant residential land or land on which there is a residence.

The provision or attachment of the due diligence checklist to Vendor Statement is not required but may be attached as a matter of convenience.

12. ATTACHMENTS

- Registered Search Statement(s) for Volume 8684 Folio 549
- Copy of Plan LP07639
- Planning Property Report
- Vic Roads Certificate
- Building Approval Certificates
- Property Information Certificate
- EPA Certificate
- Land Information Certificate
- Land Tax Certificate
- Water Information Statement
- Due Diligence Checklist
- Copy of Plan of Subdivision & Proposed Plan of Subdivision
- Planning Permit YR-2018/1231
- Planning Permit YR-2019/895
- DRAFT Section 173 Agreement
- Owners Corporation Module Rules

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

VOLUME 08684 FOLIO 549

Security no : 124082715431C
Produced 22/04/2020 02:23 PM

LAND DESCRIPTION

Lot 85 on Plan of Subdivision 076439.
PARENT TITLE Volume 08460 Folio 814
Created by instrument LP076439 28/08/1967

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
MADELINE ISOBELLA ELLERM
MICHAEL JAMES LAWSON both of 6 WESTERN WAY MOOROOLBARK VIC 3138
AR050034G 23/05/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR050035E 23/05/2018
WESTPAC BANKING CORPORATION

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 or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE LP076439 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 6 WESTERN WAY MOOROOLBARK VIC 3138

ADMINISTRATIVE NOTICES

NIL

eCT Control 19525E WESTPAC BANKING CORPORATION
Effective from 23/05/2018

DOCUMENT END

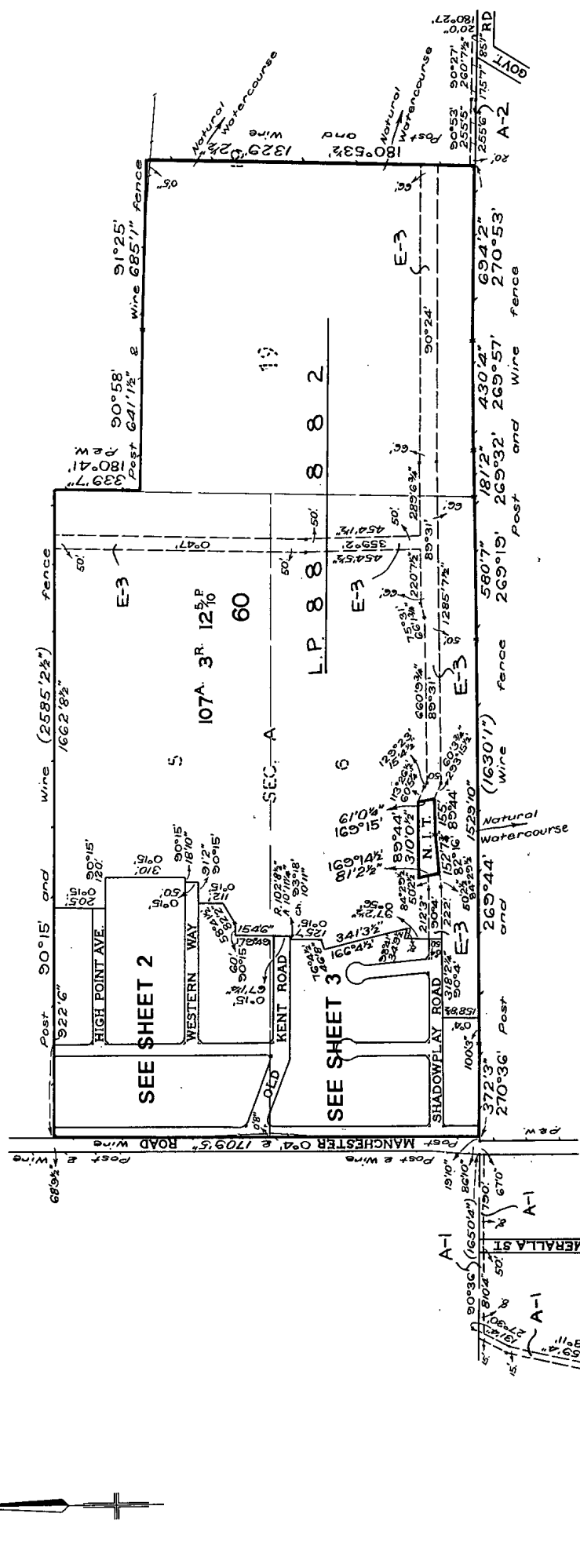
The information supplied by Pearce Webster Dugdales has been obtained from GlobalX by agreement between them. Delivered from the LANDATA® System by GlobalX Pty Ltd

PLAN OF SUBDIVISION
 CROWN ALLOTMENTS 5 & 6 SECTION A AND
 PART OF CROWN ALLOTMENT 19
 PARISH OF MOOROOLBARK
 COUNTY OF BOURKE
 VOL 8460 FOL 814

3 SHEETS
 SHEET 1.
 LP 76439
 EDITION 1
 PLAN APPROVED
 14/7/67

Measurements are in Feet & Inches
 Conversion Factor
 FEET X 0.3048 = METRES

NOTE:
 DEPTH LIMITATION OF 50 FEET AS TO CROWN ALLOTMENTS 5 AND 6 SECTION A



Note:- Lots numbered 35 to 59 inclusive, 79, 96 to 98 inclusive, 125, 140 to 147 inclusive, have been omitted from this plan of subdivision.
 The land coloured Blue and Blue Hatched is appropriated or set apart as drainage and sewerage easements.
 The land coloured Yellow is an appurtenant drainage and sewerage easement.
 The land coloured Purple is an appurtenant easement.
 The land coloured Brown is an appurtenant easement.
 The land coloured Brown is appropriated for easements of way.
 Reference Marks shown thus * are 3/4" iron pipes 15" long.

- COLOUR CODE
 E-1 = BLUE
 E-2 = BROWN
 E-3 = PURPLE
 E-4 = BLUE HATCHED
 A-1 = YELLOW
 A-2 = BROWN HATCHED

See 97 Vol. 8460 Fol. 814.
 See 97 Vol. 8460 Fol. 814.
 See 97 Vol. 8460 Fol. 814.

Property Report

from www.land.vic.gov.au on 22 April 2020 02:18 PM

Address: 6 WESTERN WAY MOOROOLBARK 3138

Lot and Plan Number: Lot 85 LP76439

Standard Parcel Identifier (SPI): 85\LP76439

Local Government (Council): YARRA RANGES **Council Property Number:** 197303

Directory Reference: Melway 37 G8

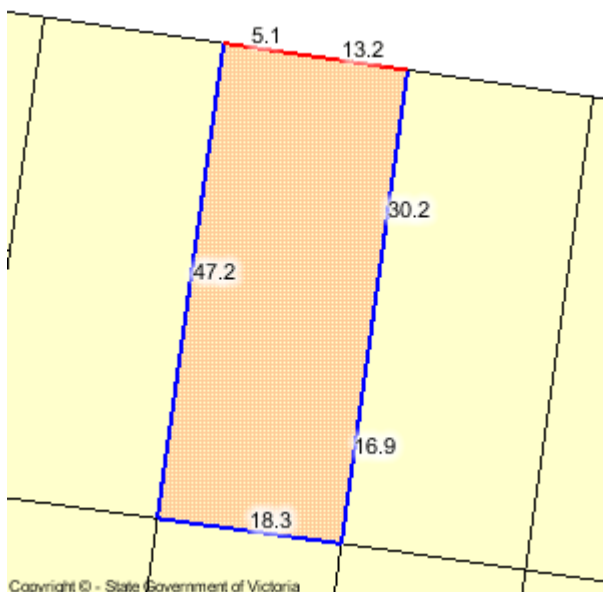
This property is not in a designated bushfire prone area.

No 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: 862 sq. m

Perimeter: 131 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: EVELYN

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:** NEIGHBOURHOOD RESIDENTIAL ZONE (NRZ)
NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1 (NRZ1)
- Planning Overlay:** SIGNIFICANT LANDSCAPE OVERLAY (SLO)
SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 23 (SLO23)

Planning scheme data last updated on 17 April 2020.

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 [Planning Schemes Online](#)

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 affect the land.

To obtain a Planning Certificate go to [Titles and Property Certificates](#)

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

Area Map



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From www.planning.vic.gov.au on 22 April 2020 02:18 PM

PROPERTY DETAILS

Address: **6 WESTERN WAY MOOROOLBARK 3138**
Lot and Plan Number: **Lot 85 LP76439**
Standard Parcel Identifier (SPI): **85\LP76439**
Local Government Area (Council): **YARRA RANGES**
Council Property Number: **197303**
Planning Scheme: **Yarra Ranges**
Directory Reference: **Melway 37 G8**

www.yarraranges.vic.gov.au

planning-schemes.delwp.vic.gov.au/schemes/yarraranges

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **Yarra Valley Water**
Melbourne Water: **inside drainage boundary**
Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**
Legislative Assembly: **EVELYN**

Planning Zones

[NEIGHBOURHOOD RESIDENTIAL ZONE \(NRZ\)](#)

[NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 1 \(NRZ1\)](#)



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 NRZ - Neighbourhood Residential

 RDZ2 - Road - Category 2

Note: Labels for zones may appear outside the actual zone - please compare the labels with the legend.

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Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-disclaimer

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Planning Overlay

[SIGNIFICANT LANDSCAPE OVERLAY \(SLO\)](#)

[SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 23 \(SLO23\)](#)



 SLO - Significant Landscape

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend.

Further Planning Information

Planning scheme data last updated on 17 April 2020.

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 <https://www.planning.vic.gov.au>

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 affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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 <http://mapshare.maps.vic.gov.au/vicplan>

For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

Designated Bushfire Prone Area

**This property is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.**



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed on VicPlan at <http://mapshare.maps.vic.gov.au/vicplan> or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website www.vba.vic.gov.au

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>



**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Pearce Webster Dugdales
PO BOX 16237
COLLINS STREET WEST 3000

Client Reference: P200475

NO PROPOSALS. As at the 29th April 2020, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

6 WESTERN WAY, MOOROOLBARK 3138
SHIRE OF YARRA RANGES

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 29th April 2020

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 37141033 - 37141033095437 'P200475'

BUILDING APPROVAL PARTICULARS

Building Act 1993 BUILDING REGULATIONS 2018 Regulation 51(1)

Certificate Number 105484
Your Reference 37141033-012-5:90601
Date Issued 29 April 2020

Landata
DX 250639
MELBOURNE VIC

Yarra Ranges Council
PO Box 105
Lilydale Vic 3140
DX 34051
Call 1300 368 333
Fax 03 9735 4249
mail@yarraranges.vic.gov.au
www.yarraranges.vic.gov.au



Property Address 6 Western Way, Mooroolbark VIC 3138
Property Description Lot 85 LP76439 Sec A Ca PT5 PMooroolbark
Assessment Number 30919

An examination of Council's records reveals the following building approvals have been issued for the above property in the preceding 10 years and any current notices.

Please direct all enquiries to Building Services on 1300 368 333

Permit Number	Date issued	Brief Description of Works	Final Inspection	Reg 502(1) Statement, Notices, Order or Certificate
		No record of building approvals granted in preceding 10 years		None

Additional information under Regulation 51(2) can be obtained for an additional fee of \$47.20. This information will include details on whether a property is liable to flooding/designated land or works (uncontrolled overland drainage), subject to significant snowfalls or in a designated termite area.

Received the sum of \$47.20 for this certificate.

George Avramopoulos
Municipal Building Surveyor

NOTES

Smoke Alarms/Sprinkler Systems

The Building Regulations Part 7 Division 2 – Fire Safety in Certain Existing Residential Buildings states that you may be required to provide hard wired smoke alarms and/or automatic fire sprinkler systems in residential buildings.

Note: Smoke Alarms were required to be installed by 1.2.99 or within 30 days of settlement, whichever was the earlier.

Swimming Pools

The Building Regulations requires all swimming pools and spas capable of holding a depth of water exceeding 300mm to be provided with pool fencing/barriers. A building permit is required for any new fencing/barrier or alteration to existing fencing/barrier.

Landslip

The land **is not** affected by the Planning Scheme's Erosion Management Overlay (EMO). In Yarra Ranges, land identified as having a significant susceptibility to **landslip** is managed through the EMO.

Debris Flow

The land **is not** affected by the Planning Scheme's Erosion Management Overlay (EMO). Some land in Montrose has been identified as having a significant susceptibility to **debris flow** (the rapid downslope movement of soil and rock) is managed through the EMO. No studies have been carried out in other parts of the municipality in relation to debris flow.

PROPERTY INFORMATION CERTIFICATE

Building Services

To Landata
Email Landata.enquiries@victorianlrs.com.au
Date 29 April 2020

Yarra Ranges Council
PO Box 105
Lilydale Vic 3140
DX 34051
Call 1300 368 333
Fax 03 9735 4249
mail@yarraranges.vic.gov.au
www.yarraranges.vic.gov.au



Received the sum of \$47.20 for this certificate.

PROPERTY:	6 Western Way, Mooroolbark VIC 3138 - SEE MAP ATTACHED
	Lot 85 LP76439 Sec A Ca PT5 PMooroolbark
ASSESSMENT NO:	30919
Sewered Area?	Contact Yarra Valley Water (Ph 131695) - If in an unsewered area, Council consent is to be obtained from Council's Environmental Health Officer for the installation or alteration to a septic system including alterations to plumbing fixtures and fittings or the construction of a building over an existing septic tank system.
Is property in a Flood Area? (Reg 153)	No
Is property in a Designated Land or Works (uncontrolled overland drainage) area? (Reg 154)	No
Is property in a Termite area? (Reg 150)	Yes
Is property in a Bushfire Prone area?	Information regarding Bushfire Prone areas can be obtained from www.land.vic.gov.au



Has a Bushfire Attack Level (BAL) been specified in Yarra Ranges Planning Scheme?	Information regarding Bushfire Attack Level (BAL) specified in Yarra Ranges Planning Scheme can be obtained from www.landata.vic.gov.au
Is property in an Alpine (prone to significant snowfalls) area? (Reg 152)	No
Is the property in an area which has been identified as being susceptible to landslip?	The land is not affected by the Planning Scheme's Erosion Management Overlay (EMO). In Yarra Ranges, land identified as having a significant susceptibility to landslip is managed through the EMO.
Is the property in an area which has been identified as being susceptible to Debris Flow?	The land is not affected by the Planning Scheme's Erosion Management Overlay (EMO). Some land in Montrose has been identified as having a significant susceptibility to debris flow (the rapid downslope movement of soil and rock) is managed through the EMO. No studies have been carried out in other parts of the municipality in relation to debris flow.
Will a development of this type require a Planning Permit?	Please contact Planning Services on 1300 368 333 to determine if these works require a Planning Permit. A fee is applicable.
Wind Speed?	To be determined by Designer and approved by Relevant Building Surveyor.
Crossing Deposit/Inspection	Enquiries should be referred Council's Infrastructure Services Department on 1300 368 333.
Legal Point of Discharge	A Yarra Ranges Approved Point of Discharge Application Form must be submitted directly to Council's Civil Development Services Department – a fee is applicable. The form is available on Council's website www.yarraranges.vic.gov.au or by contacting Civil Development on 1300 368 333.
Infrastructure Levy Required?	No



Extract of EPA Priority Site Register

Page 1 of 2

**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 6 WESTERN WAY
SUBURB: MOOROOLBARK
MUNICIPALITY: YARRA RANGES
MAP REFERENCES: Melways 40th Edition, Street Directory, Map 37 Reference G8

DATE OF SEARCH: 29th April 2020

PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map references, corresponding to the address given above, has indicated that this site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register at the above date.

IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

You should be aware that the Priority Sites Register lists only those sites for which:

- EPA has requirements for active management of land and groundwater contamination; or
- where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means.

Where EPA has requirements for active management of land and/or groundwater, appropriate clean up and management of these sites is an EPA priority, and as such, EPA has issued either a: Clean Up Notice pursuant to section 62A, or a Pollution Abatement Notice (related to land and groundwater) pursuant to section 31A or 31B of the Environment Protection Act 1970 on the occupier of the site to require active management of these sites.

The Priority Sites Register does not list all sites known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register.

Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Municipal planning authorities hold information about previous land uses, and it is advisable that such sources of information also be consulted.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA for \$8 per Notice.

For more information relating to the Priority Sites Register, refer to EPA contaminated site information bulletin: Priority Sites Register Contaminated Land Audit Site Listing (EPA Publication 735). For a copy of this publication, copies of relevant Notices, or for more information relating to sites listed on the Priority Sites Register, please contact EPA as given below:

[Extract of Priority Sites Register] # 37141033 - 37141033095437
'P200475'



Extract of EPA Priority Site Register

**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

Environment Protection Authority Victoria
GPO Box 4395 Melbourne Victoria 3001
Tel: 1300 372 842

LAND INFORMATION CERTIFICATE

Section 229 Local Government Act 1989

PO Box 105
Lilydale Vic 3140
Call 1300 368 333
Fax (03) 9735 4249
ABN 21 973 226 012
www.yarraranges.vic.gov.au
mail@yarraranges.vic.gov.au



Certificate Number: 95117
Issue Date: 29-Apr-2020
Applicant Reference: 37141033-011-8:90600

Landata
DX 250639
MELBOURNE VIC

This certificate provides information regarding valuation, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989 or under a local law or by law of the council.

This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from the council or the relevant authority. A fee may be charged for such information.

PROPERTY INFORMATION

Assessment Number: 30919/2
Property Address: 6 Western Way, Mooroolbark VIC 3138
Property Description: Lot 85 LP76439 Sec A Ca PT5 PMooroolbark

VALUATION INFORMATION

Current Level of Value Date: 1 January 2019
Operative Date of Value: 01-Jul-2019
Site Value: 490,000
Capital Improved Value: 570,000
Net Annual Value: 28,500

FINANCIAL INFORMATION

Rates and Charges Levied Year Ending 30 June 2020		Rates and Charges Summary	
Rate or Charge Type	Annual Charge	Description	Balance Outstanding
General Rates	1,649.55	Legal Charges Arrears	0.00
Waste Charge	319.00	Legal Charges Current	0.00
Fire Services Property Levy	148.60	Arrears & Previous Year Interest	0.00
		Current Interest on Arrears	0.00
		Interest on Current Rates	0.00
		Current Year Rates	2,117.15
		Rebates	0.00
		Payments since 1 July 2019	-1,647.15
		Overpayment	0.00
		Other	0.00
		Total Rates Outstanding	470.00
		Chargeable Works &/or EUA	0.00
		Local Govt Act 1989–Sec. 227	0.00
Total Annual Charge	2,117.15	Balance Outstanding	\$470.00

***** Rates are due to be paid in full by 15 February 2020, if payment is not being made by instalments. *****

Payment can be made by:

- BPAY – Biller Code 8979 Reference 309192
- On Council's website at yarraranges.vic.gov.au/payments by Visa or Mastercard using Reference 309192

NOTICES AND ORDERS: There are/are no outstanding notices or orders on the land served by Council under the Local Government (Miscellaneous) Act 1958, Local Government Act 1989 or a local law or by-law of Council which still apply as at the date of this Certificate.
Details of any Notice or Order Served.

FLOOD LEVEL: Council has not specified a flood level for this property. However, Council cannot warrant that this property may be/ is not subject to flooding. Melbourne Water may have additional information which is not held by Council, which may reveal this property is subject to flooding. Melbourne Water's flood information can be obtained from metropolitan water authorities. It is therefore recommended that you contact Yarra Valley Water/South East Water for more accurate and detailed information.

There is/is no potential liability for rates under the Cultural and Recreational Lands Act 1963.

There is/is no potential liability for land to become rateable under Section 173 of the Local Government Act 1989.

There is/is no potential liability for land to become rateable under Section 174A of the Local Government Act 1989.

There is no outstanding amount required to be paid for recreational purposes or any transfer of land required to Council for recreational purposes under Section 18 of the Subdivision Act 1988 or the Local Government Act (Miscellaneous) Act 1958

OTHER INFORMATION

While Council does not impose a time limit as to when a certificate may be updated verbally, it should be noted that Council will not be held responsible for any information provided or confirmed verbally. A new certificate could be applied for if this is not satisfactory.

I hereby certify that as at the date of this certificate, the information given is true and correct for the property described.



John Winzer

Executive Officer, Property Rating Services

Date: 29-Apr-2020

(Contact Property Rating Services on 1300 368 333 for any enquiries)

Received the sum of \$27.00 being the fee for this Certificate.

Land Tax Clearance Certificate

Land Tax Act 2005



PEARCE WEBSTER DUGDALES

Your Reference: LD:37141033-008-8.P200475

Certificate No: 37780073

Issue Date: 29 APR 2020

Enquiries: ESYSPROD

Land Address: 6 WESTERN WAY MOOROOLBARK VIC 3138

Land Id	Lot	Plan	Volume	Folio	Tax Payable
11927649	85	76439	8684	549	\$0.00

Vendor: MICHAEL LAWSON & MADELINE ELLERM

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR MICHAEL JAMES LAWSON	2020	\$490,000	\$0.00	\$0.00	\$0.00

Comments: Property is exempt: LTX Principal Place of Residence.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
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Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE: \$570,000

SITE VALUE: \$490,000

AMOUNT PAYABLE: \$0.00

Notes to Certificates Under Section 105 of the *Land Tax Act 2005*

Certificate No: 37780073

- Under Section 96 of the *Land Tax Act 2005* (the Act), unpaid land tax (including special land tax and vacant residential land tax) is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
- A purchaser who has obtained a Certificate is only liable to a charge on the land to the amount of unpaid land tax as certified by a Certificate. A purchaser must obtain the Certificate from the Commissioner. They cannot rely on the Certificate obtained by the vendor.
- If land tax (including special land tax and vacant residential land tax) is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
- The amount of land tax on this certificate relates to the amount of land tax (including special land tax and vacant residential land tax) due and payable as at the date of the application only and not to any future liability or the tax status of the land.
- A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax or vacant residential land tax.
- If land tax (including special land tax or vacant residential land tax) will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO.
- If the amount in 4. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from the:
 - vendor, or
 - purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO.
- If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
- If an amount certified is excessively high (for example, because an exemption or concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
- If no land tax (including special land tax or vacant residential land tax) is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
- If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
- The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax (including special land tax and vacant residential land tax).
- You can request a free update of a Land Tax Clearance Certificate via our website if:
 - there is no change to the parties involved in the transaction, and
 - the request is within 90 days of the original certificate being issued.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$755.00

Taxable Value = \$490,000

Calculated as \$275 plus (\$490,000 - \$250,000) multiplied by 0.200 cents.

Land Tax Clearance Certificate - Payment Options

BPAY 	Biller Code: 5249 Ref: 37780073
Telephone & Internet Banking - BPAY®	
Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.	
www.bpay.com.au	

CARD 	Ref: 37780073
Visa or Mastercard.	
Pay via our website or phone 13 21 61. A card payment fee applies.	
sro.vic.gov.au/paylandtax	

29th April 2020

Pearce Webster Dugdales C/- GXS
LANDATA

Dear Pearce Webster Dugdales C/- GXS,

RE: Application for Water Information Statement

Property Address:	6 WESTERN WAY MOOROOLBARK 3138
Applicant	Pearce Webster Dugdales C/- GXS LANDATA
Information Statement	30531844
Conveyancing Account Number	7959580000
Your Reference	P200475

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
- Conditions of Connection and Consent
- Rates Certificate
- Build Over Easement

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 Property Information Statement

Property Address	6 WESTERN WAY MOOROOLBARK 3138
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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 opening.

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.

YVW has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement. This consent binds the owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

Melbourne Water Encumbrance

Property Address	6 WESTERN WAY MOOROOLBARK 3138
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STATEMENT UNDER SECTION 158 WATER ACT 1989

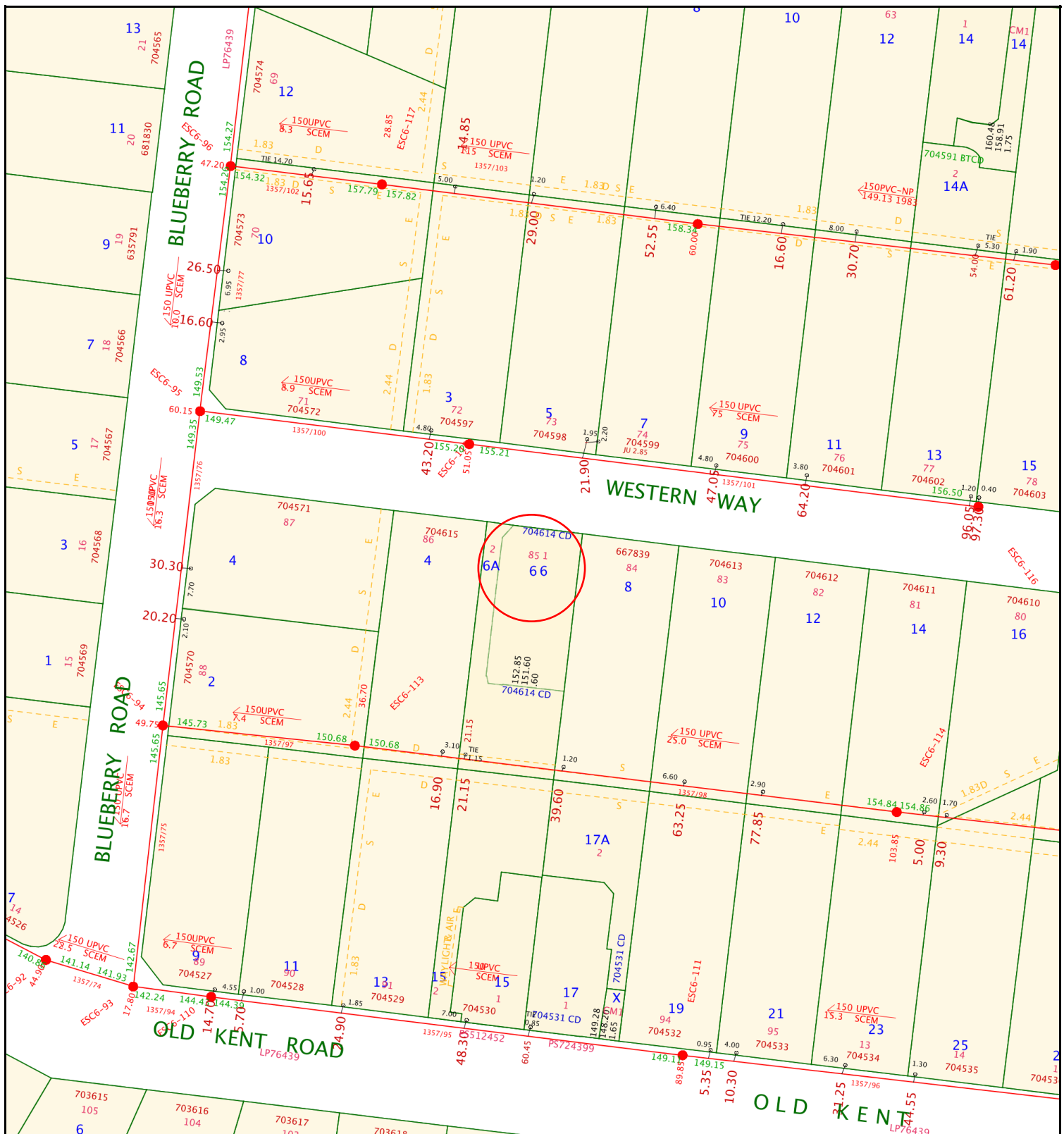
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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
Information Statement
Number: 30531844**

Address	6 WESTERN WAY MOOROOLBARK 3138
Date	29/04/2020
Scale	1:1000



Yarra Valley Water
ABN 93 066 902 501

Existing Title	 Access Point Number	 GLV2-42	 MW Drainage Channel Centreline
Proposed Title	 Sewer Manhole	 MW Drainage Underground Centreline	 MW Drainage Channel Centreline
Easement	 Sewer Pipe Flow	 MW Drainage Manhole	 MW Drainage Channel Centreline
Existing Sewer	 Sewer Offset	 MW Drainage Natural Waterway	 MW Drainage Channel Centreline
Abandoned Sewer	 Sewer Branch	 MW Drainage Natural Waterway	 MW Drainage Channel Centreline

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:
 - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;
 - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;
 - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;

3rd December 2019

Application ID: 427396

CONDITIONS OF CONNECTION

Approval is subject to payment of all charges and completion of conditions. This approval covers the following services and connections:

Approval Detail

Water

Connection Details

Product	Pipe Material	Pipe Size	Qty	Street where main located
20mm Connection - Drinking Water	CAST IRON CEMENT LI	100	1	Western Way

Required Services

Product	Qty
20mm Connection - Drinking Water	1
Std 20mm DW Meter & Installation (incl meter w/lock)	1

Sewer

Connection Or Disconnection Details

Sewer Connection Description	PSP Number
Sewer Connection	704614

Multiple Lots

Number of Lots	2
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Specific conditions affecting encumbrances on property:

Private Main

Conditions of Connection Details

GENERAL

In these conditions the terms,

- (a) 'You' and 'Your' refer to the owner of a property connected (or about to be connected) to Yarra Valley Water assets
- (b) 'We', 'Us' and 'Our' refer to Yarra Valley Water.

Section 145 of the Water Act 1989 details the legislative rights and responsibilities of both the applicant and Yarra Valley Water in relation to connection, alteration or removal and discharging to the works of Yarra Valley Water. These Conditions of Connection set out the terms and conditions to be satisfied for connecting a property to sewer, potable and recycled water.

These conditions are binding on successor-in-title of the person who applied for that consent, under section 145 of the Water Act 1989. If you are not the owner of the property, please provide a copy of this letter to the owner.

The Conditions of Connection must be handed to the Licensed Plumber. Any work which these Conditions of Connection require you to undertake, must be done by a Licensed Plumber, engaged by you, at your cost.

It is the Licensed Plumber's responsibility to ensure that the plumbing and drainage work is completed in accordance with the relevant plumbing regulations and to the satisfaction of the Victorian Building Authority – Plumbing.

Any sewer connection branch and the connecting works must be installed so that they comply, in all respects, with the:

- Plumbing Regulations 1998 (Vic);
 - Water Industry Regulations 2006 (Vic);
 - Building Act 1993 (Vic);
 - Relevant AS/NZS series of standards applicable to sewer connection branch and connecting works from time to time,
- and any other technical requirements which we reasonably specify.

It is the responsibility of the person performing any excavation in a road reserve to obtain a Road Opening Permit from the relevant Authority before any excavation work commences. All traffic management requirements contained in the permit must be complied with.

WATER

General water supply(s) are to be installed as referenced in the table of approval details of this document as required services. The table includes water main and connection details. In a mandated recycled water area recycling connections also apply and are referenced in the same table.

For 20mm and 25mm services and all services where a manifold is to be installed, the service pipe, including a meter assembly with a temporary spacer pipe and any relevant backflow device must be

installed by the plumber, prior to the time of the tapping or meter installation. Meters are installed by Yarra Valley Waters plumbing contractor. For 32mm and larger services, the meter will be delivered to you and must be installed on the property prior to the tapping. The service pipe must also be installed prior to the tapping. All manifolds are to be located below ground and must be left exposed for Yarra Valley Water's plumbing contractor to inspect prior to installation of the meters. Failure to comply will result in the tapping being cancelled. A rebooking fee will be applicable when rebooking the tapping.

All tapplings, pluggings and metering products can be arranged using easyACCESS. Work must be carried out in accordance with the Water Metering & Servicing Guidelines (see our website). Once all fees have been paid and you are ready to book your plumbing products, please contact Yarra Valley Waters contractor Mondo on 1300 735 328. A phone call is not required if products are New Estate Connections or Combo Drinking Water & Recycled Water. Please allow a minimum of 10 business days' notice when contacting Mondo.

All meters are supplied by Yarra Valley Water after payment of the relevant fees.

If the tapping and/or plugging is required to be performed outside of business hours, either at your request or as determined by Yarra Valley Water's plumbing contractor, an additional after hours fee will apply.

Meters are not permitted to be installed inside units/dwellings. In all situations where the meter is deemed inaccessible, either by your advice, or as determined by Yarra Valley Water plumbing contractor, remote read meters must be fitted at your cost. Remote read meters must be installed in the following circumstances: high rise developments; any water meter which is located where Yarra Valley Water will have to enter a building to read the meter; where access to the meter will be restricted by gates/fences. If you are aware that remote read meters will be required, please inform the easyACCESS staff at the time of booking.

For all tapplings and/or pluggings, it is the responsibility of the person performing the excavation to obtain a Road Opening Permit from the local municipal authority before any excavation work commences. All traffic management requirements contained in the Road Opening permit must be complied with. The excavation must expose the main at the tapping/plugging point and be made safe prior to the tapping / plugging appointment time. If you choose to have Yarra Valley Waters plumbing contractor carry out the excavation, Yarra Valley Water will organize the necessary permit at an additional cost on a per road opening basis.

Failure to comply with any of these requirements will result in the booking being cancelled and a rebooking fee will apply.

Yarra Valley Waters plumbing contractor can be contacted on 1300 735 328

Whether you have elected your plumber or Yarra Valley Water to carry out the excavation, please contact Yarra Valley Waters Plumbing Contractor Mondo on 1300 735 328 to schedule a date and time. Prior to our Plumbing Contractor attending on site to carry out the scheduled work you will be required to clearly mark your preferred location for the service. If the preferred location is not marked, the work will not be undertaken and you will incur a wasted site visit fee. Please note; bookings can take up to three (3) business days to generate after payment is made.

Should you wish to reschedule the booking, Yarra Valley Water's plumbing contractor can be contacted on 1300 735 328. If you cancel or reschedule a booking within 24 hours of the scheduled date / time a wasted site visit fee will apply. If you wish to cancel the booking you will need to contact Yarra Valley Water (if applicable), to seek a refund. A cancellation fee may apply.

METER ASSEMBLIES & POSITIONING

It is the responsibility of the private plumber to ensure that containment, zone and individual backflow prevention is provided.

Water meter assemblies:

- a) Must be within 2 metres of the title boundary that abuts the water main
- b) Must be fitted at right angles to the water main, in line with the tapping
- c) Must be fully supported with minimum ground clearance of 150mm and should not be >300mm from the finished ground level to the base of the assembly
- d) Must not be encased in concrete surrounds
- e) Must be readily accessible for reading, maintenance and replacement. If Yarra Valley Water deem meters to be inaccessible, remote meters may be required at additional cost to the customer
- f) Can be installed in utility rooms or meter cabinets located within a common access area and must be readily accessible, subject to Yarra Valley Water's approval

If meters need to be moved >600mm a plugging and re-tapping must be booked and the relevant fee paid.

Meters which are in a public space such as a reserve or school must be protected by an appropriate cage to prevent tampering.

Meters are not permitted to be installed in pits unless prior approval has been given by Yarra Valley Water.

Meter assemblies must adhere to the meter installation diagrams available on the Yarra Valley Water website (www.yvw.com.au) to ensure the installations meet the required standard.

REMOVAL OF WATER METERS

Only Yarra Valley Water's plumbing contractor is permitted to remove water meters.

If redevelopment of the site is occurring and the meter is no longer required, a plugging of the service must be arranged and the meter will be collected by our contractor at the time of the plugging.

DAMAGED OR STOLEN METERS

If the builder/plumber damage a meter or meter assembly, it is the responsibility of the builder/plumber to rectify these assets back to the same condition as at time of installation by Yarra Valley Water.

- Failure to do so will result in Yarra Valley Water making the necessary amendments and recovering these costs from the property owner.
- Repeat offences may result in the services being plugged and re-booking fees will apply to have the services reinstated

Stolen meters are to be reported to Yarra Valley Water faults and emergencies:

- Call **13 2762** (24 hrs).
- Replacement of stolen meters can take up to 10 days. If replacement is required more urgently, please advise the operator at the time of the call.
- Until the meter is replaced no connections between the supply and the dwelling are to be reinstated. No straight pieces or alternative connections are allowed to be installed.

Meter assemblies must adhere to Yarra Valley Water's metering technical drawings which can be found at www.yvw.com.au/help-advice/develop-build/plumbers/water-metering-and-servicing

The installation of pumps on any water service to boost pressure or fill storage tanks directly from a water main is prohibited. Pumps may only be installed on the outlets of storage tanks filled under mains pressure.

SEWER

Where a proposed development is to be constructed boundary to boundary and there is no compliant location for a sewer connection point within the property, Yarra Valley Water (YVW) approves the connection point of the YVW sewer to be located in a road reserve outside the property and raised to surface with an appropriate approved cover. The sewer connection point must meet the required clearances from proposed structures as per the Build Over Easement Guidelines. Approval may be required for private plumbing located in road reserves by Council or VicRoads. Any unused sewer connection points at the site must be cut and sealed by a YVW accredited live sewer contractor.

Properties being developed that are serviced by a combined drain shared with adjoining properties will require sewer works. Yarra Valley Water's development policy does not permit additional lots to connect to an existing combined drain. The developer must provide separate sewer connection points. This may require either the construction of new sewer connections or a sewer extension which will be at the developer's expense.

If this combined drain development requirement is not met a statement of compliance will not be issued to Council.

Ownership boundaries for the sewer connection point can be found at <https://www.yvw.com.au/faults-works/responsibilities/repair-responsibilities>

Following the completion of a new or altered property sewerage drain, a copy of the updated Property Sewerage Plan must be returned within 7 days to Yarra Valley Water easyACCESS@yvw.com.au.

Photographs of plans are not acceptable.

The existing sewer branch that is to service the proposed development must meet the requirements stated in WSA 02—2014-3.1 Sewerage Code of Australia, Melbourne Retail Water Agencies Edition - Version 2 - Clause 6.4.

If the existing sewer branch does not comply with these requirements, you will need to undertake additional sewer works which may include a sewer main extension, requiring lodgement of a new application and payment of additional fees.

Note for subdivisional developments where the sewer branch does not comply with these requirements, a statement of compliance will not be issued to Council until corrective action is undertaken and satisfactorily completed.

AMENDMENTS

We may amend these conditions by writing to you. We may do so if we consider that any change, or proposed change, to relevant laws or our regulatory obligations require an amendment to be made.

We may also amend these conditions from time to time if we consider that it is necessary to:

- ensure that we are able to continue to comply with any law relating to health, safety or the environment, or our agreement with our bulk supplier of sewage transfer and treatment services; or
- the health or safety of anyone; or
- any part of the environment; or
- any of our works.

INDEMNITY

You must indemnify Yarra Valley Water against:

- all damages, losses, penalties, costs and expenses whatsoever, which we suffer or incur; and
- all proceedings, prosecutions or demands brought or made against us by anyone, as a result of you failing to perform any of our obligations under these conditions, except to the extent that the failure has been caused by our negligence.

You must not bring any proceeding or make any demand against us for any damage, loss, cost or expense of any kind whatsoever which you incur, directly or indirectly, as a result of Yarra Valley Water amending these conditions.

You must pay us any costs we reasonably incur in:

- making good any damage to our assets or works directly or indirectly caused by your failure to comply with these conditions; and
- inspecting our assets or works to see if such damage has been caused.

CONDITIONS OF CONSENT

The following conditions are subject to Sections 136, 268, 269 and 270 of the Water Act 1989 covering conditions of subdivision, new connections and contributions for works.

CONDITIONS RELATING TO NEW CONNECTIONS / COMPLETION OF WORKS / ISSUE OF CONSENT

This development must comply with the Guidelines for Proposed Works Over / Adjacent to Water Authority Assets up to and including 225mm diameter. If your plans of the proposed works do not comply with these conditions you must either amend your planned development to comply with these conditions or else undertake works to relocate or protect Yarra Valley Water assets in accordance with the Guidelines for Proposed Works Over / Adjacent to Water Authority Assets up to and including 225mm diameter. Note for subdivisional developments where corrective action is required and has not been undertaken a statement of compliance will not be issued to Council

All developments within our licensed area are subject to the payment of New Customer Contributions as set by the Essential Services Commission. These contributions are necessary as the development work you will be completing places increased demand on our hydraulic services. These funds are then used to further develop the network to meet the needs of the growing urban community. The fees for your development are detailed in the invoice/statement. Further details can be found by visiting the Essential Services Commission website at www.esc.vic.gov.au.

The New Customer Contribution fees remain valid for 90 days from the date of this letter and are based on the information provided in your application. Further fees may be imposed if it is found that this development involves works other than declared on your application. If there are changes to the details supplied or if the approval period expires, revised conditions of connection and additional fees will be applicable. If this occurs it will be necessary to resubmit a new application.

NOTE: These fees are for the creation of additional lots only and do not include any other works or products which may be required as a result of the development being carried out.

SUBDIVISIONAL CONDITIONS

We advise that should this development proceed to subdivision the plan of subdivision must include easements under Section 12(2) of the subdivision act or an Owners Corporation schedule. Should this not be the case, extensions to our sewer and water mains may be necessary, requiring the lodgement of a new application and payment of additional fees.

Water and sewerage services are required to be extended to each individual lot within the development. The extended sewerage property service drain must adequately control all lots via gravity.

Easements must be created over any existing or proposed Yarra Valley Water assets. Your

surveyor will need to ensure that these easements are included on any plan of subdivision.

An encumbrance will be placed on lots in this subdivision advising prospective purchasers that the properties are serviced by shared sewer and/or water connections.

Yarra Valley Water will be unable to give consent to council to issue a Statement of Compliance until fees have been paid and all other conditions have been met.

Pearce Webster Dugdales C/- GXS
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 6063892049
Rate Certificate No: 30531844

Date of Issue: 29/04/2020
Your Ref: P200475

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
6 WESTERN WAY, MOOROOLBARK VIC 3138	85LP76439	1393491	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2020 to 30-06-2020	\$19.43	\$19.43
Residential Water Usage Charge <i>Step 1 – 16.000000kL x \$2.66200000 = \$42.59</i> Estimated Average Daily Usage \$0.45	04-11-2019 to 07-02-2020	\$42.59	\$0.00
Residential Sewer Service Charge	01-04-2020 to 30-06-2020	\$113.94	\$113.94
Residential Sewer Usage Charge <i>16.000000kL x 0.686044 = 10.976711 x 0.900000 = 9.879040</i> <i>x \$1.14260000 = \$11.29</i> Estimated Average Daily Usage \$0.12	04-11-2019 to 07-02-2020	\$11.29	\$0.00
Parks Fee	01-07-2019 to 30-06-2020	\$79.02	\$0.00
Drainage Fee	01-04-2020 to 30-06-2020	\$25.38	\$25.38
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	Balance Brought Forward		\$0.00
	Total for This Property		\$158.75
	Total Due		\$158.75

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. Any deferred property debt is included in the arrears figures.

6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.

8. From 01/07/2019, 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

9. From 01/07/2019, Residential Recycled Water Usage is billed 186.34 cents per kilolitre

10. 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

11. 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

12. The property is a serviced property with respect 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.

Property No: 1393491

Address: 6 WESTERN WAY, MOOROOLBARK VIC 3138

Water Information Statement Number: 30531844

HOW TO PAY



Billers Code: 314567
Ref: 60638920492



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: 1393491

Address: 6 WESTERN WAY, MOOROOLBARK VIC 3138

Water Information Statement Number: 30531844

Cheque Amount: \$

Did you know?

PEXA is a property exchange network that allows secure, online lodgment and Financial Settlement.

Property Land Titles are lodged online at settlement, whilst funds are settled through the Reserve Bank of Australia, meaning that the vendor will usually receive their cleared funds on the same day.

There's no need to wait on the phone for payout figures as transfer and Electronic Notice of Sale documents are transmitted automatically at settlement.

Key benefits for you

- Free to register
- Fast, immediate updates
- Potential to settle in minutes (not days)
- Pre-lodgement verification improves information accuracy
- Conveyancers, banks, legal firms and land registries share information
- No need to physically attend settlement
- Funds settle through the Reserve Bank of Australia

Want to know more or register?

Please visit the PEXA website or contact them directly:

<https://www.pexa.com.au/howpexaworks>

Phone: 1300 084 515 between 7am-10pm AEST/AEDT Monday to Friday excluding national public holidays

Email: support@pexa.com.au

3rd December 2019

Barry Buskens
care of
buskensb@gmail.com

Dear Barry Buskens,

APPLICATION FOR BUILD OVER CONDITIONS

Application ID	428753
Property Address	6 WESTERN WAY MOOROOLBARK 3138
Service Location ID	1393491

Thank you for your recent application. Based on the information supplied to Yarra Valley Water the proposed development **may proceed subject to the following conditions.**

Yarra Valley Water has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement which you need to review carefully. This consent binds the Owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

Build Over Condition Summary *
Residential or Habitable Structure <ul style="list-style-type: none"> cannot build over the sewer main and 600mm horizontal clearance is required cannot build over any sewer branch and 600mm horizontal clearance is required
Carports & Sheds that are less than 10 square metres <ul style="list-style-type: none"> cannot build over the sewer branch servicing an adjoining property or multiple lots and 600mm horizontal clearance is required
Any Above Ground Water Tanks (Must be Lightweight and maximum capacity of 5,000 Litres) <ul style="list-style-type: none"> can build over the sewer main and 600mm vertical clearance is required cannot build over any sewer branch and 600mm horizontal clearance is required

* **Build Over Condition Summary is to be read in conjunction with the conditions applicable to this application.**

The advice in this letter supersedes any previous written or verbal advice that Yarra Valley Water has provided.

If you have any enquiries, please email us at easyaccess@yvw.com.au or for further information visit <http://www.yvw.com.au/help-advice/develop-build>. Alternatively you can contact us on 1300 651 511.

Yours sincerely,

A handwritten signature in cursive script that reads "Joe Gargaro". The signature is written in a dark grey or black ink on a white background.

Joe Gargaro

Divisional Manager, Development Services

SPECIFIC CONDITIONS APPLICABLE TO THIS APPLICATION:

For any residential or habitable structure in the vicinity of a sewer main up to and including 225 mm diameter and less than 3.5 m deep (excluding concrete sewers), the following apply:

1. Refer to the attached plan 'B' for this structure;
2. The proposed structure cannot be built over the sewer asset. A minimum 600 mm horizontal clearance must be maintained from the outside edge of the sewer main
3. If the proposed structure is to be situated within 750 mm of the sewer main as shown on the attached plan, confirmation of the sewer's actual location may need to be determined by a Yarra Valley Water Representative. If requested, YVW can perform this inspection. Standard fees will apply.
4. Driven Piles are not permitted.
5. Footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
6. 24 hour unobstructed access is required.
7. Maximum width allowed for eaves is 600mm.
8. Balconies/ canopies are permitted where height clearances as indicated in the table below are achieved

Height Clearance – height clearance is taken to be height of the walls	
Depth to invert of sewer main	Minimum height clearance above floor level
Less than 2.7m	2.1m or depth of sewer main whichever is greater
2.7m to 3.5m	2.7m

For any residential or habitable structure that has a property connection branch servicing an adjoining property or multiple lots, the following apply:

1. Refer to the attached plan 'B' for this structure.
2. The proposed structure cannot be built over the property connection branch. A minimum 600 mm horizontal clearance between the proposed works/ foundation and the property connection branch is required.
3. Driven Piles are not permitted.
4. Footings/ foundations must extend a minimum depth to the angle of repose to the invert level of the property connection branch to ensure that no additional load will be placed on the property connection branch by the structure. Maximum width allowed for eaves is 600mm.

For any garages, carports and sheds that are less than 10 square metres in the vicinity of a property connection branch servicing an adjoining property or multiple lots, the following apply:

1. Refer to the attached plan 'A' for this structure.
2. The proposed structure cannot be built over the sewer asset. A minimum 600 mm horizontal clearance between the proposed works/ foundation and the property connection branch.
3. Driven Piles are not permitted.

4. Pad footings/ foundations are permitted.
5. Where pad footings are not structurally acceptable, footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.

For any above ground water tanks (must be lightweight and maximum capacity of 5,000 Litres) in the vicinity of a property connection branch servicing an adjoining property or multiple lots, the following apply:

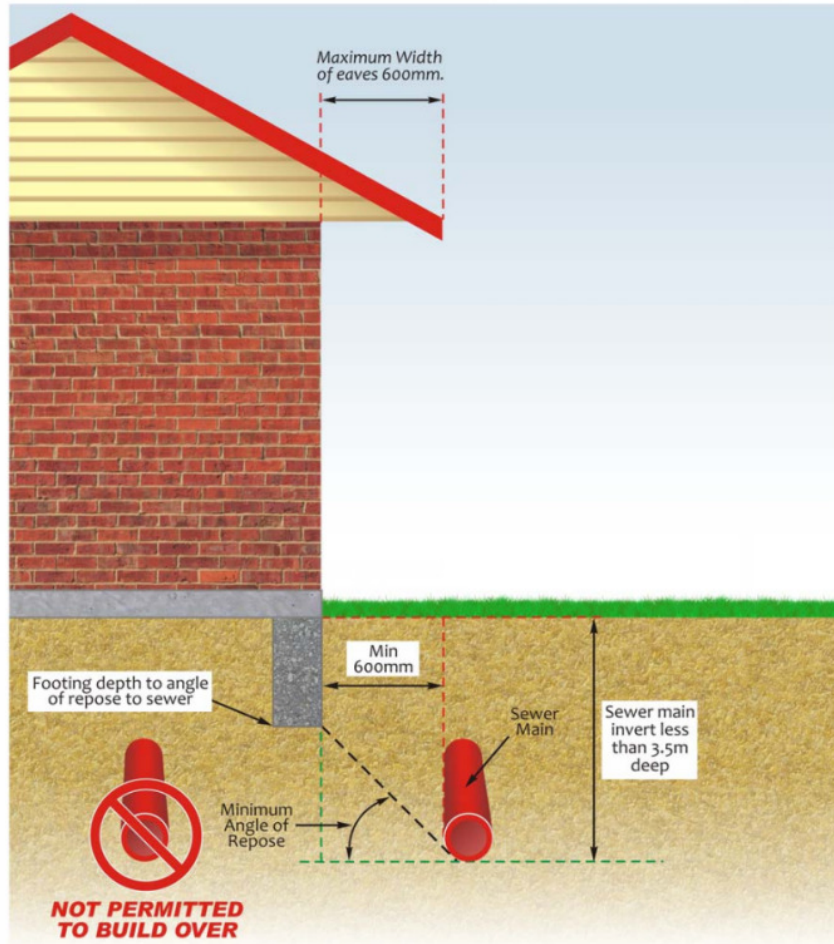
1. Refer to attached plan 'A' for this structure.
2. The proposed structure cannot be built over the sewer asset. A minimum 600 mm horizontal clearance between the proposed works/ foundation and the property connection branch.
3. Must be supported on the existing ground or plan concrete only.

For any above ground water tanks (must be lightweight and maximum capacity of 5,000 litres) in the vicinity of a sewer main up to and including 225 mm diameter and less than 3.5 m deep (excluding concrete sewers), the following apply:

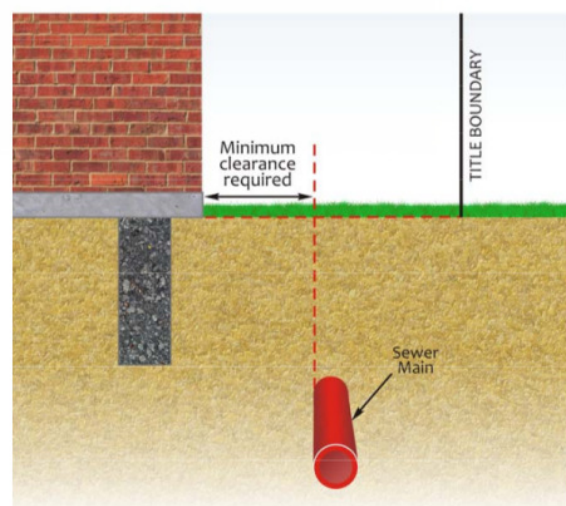
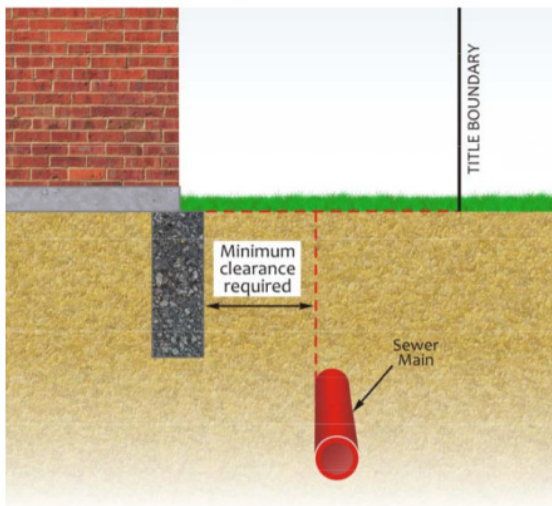
1. Refer to attached plan 'A' for this structure.
2. A minimum 600 mm vertical clearance over the sewer main is to be maintained
3. Must be supported on the existing ground or plan concrete only
4. Tanks are to be movable, i.e. constructed of prefabricated and lightweight material.
5. The Owner will be responsible for emptying and refilling of the water tank. This must comply with the current water restrictions in place.

HABITABLE STRUCTURE

SEWER MAIN INVERT LESS THAN 3.5 METRES
HABITABLE STRUCTURE



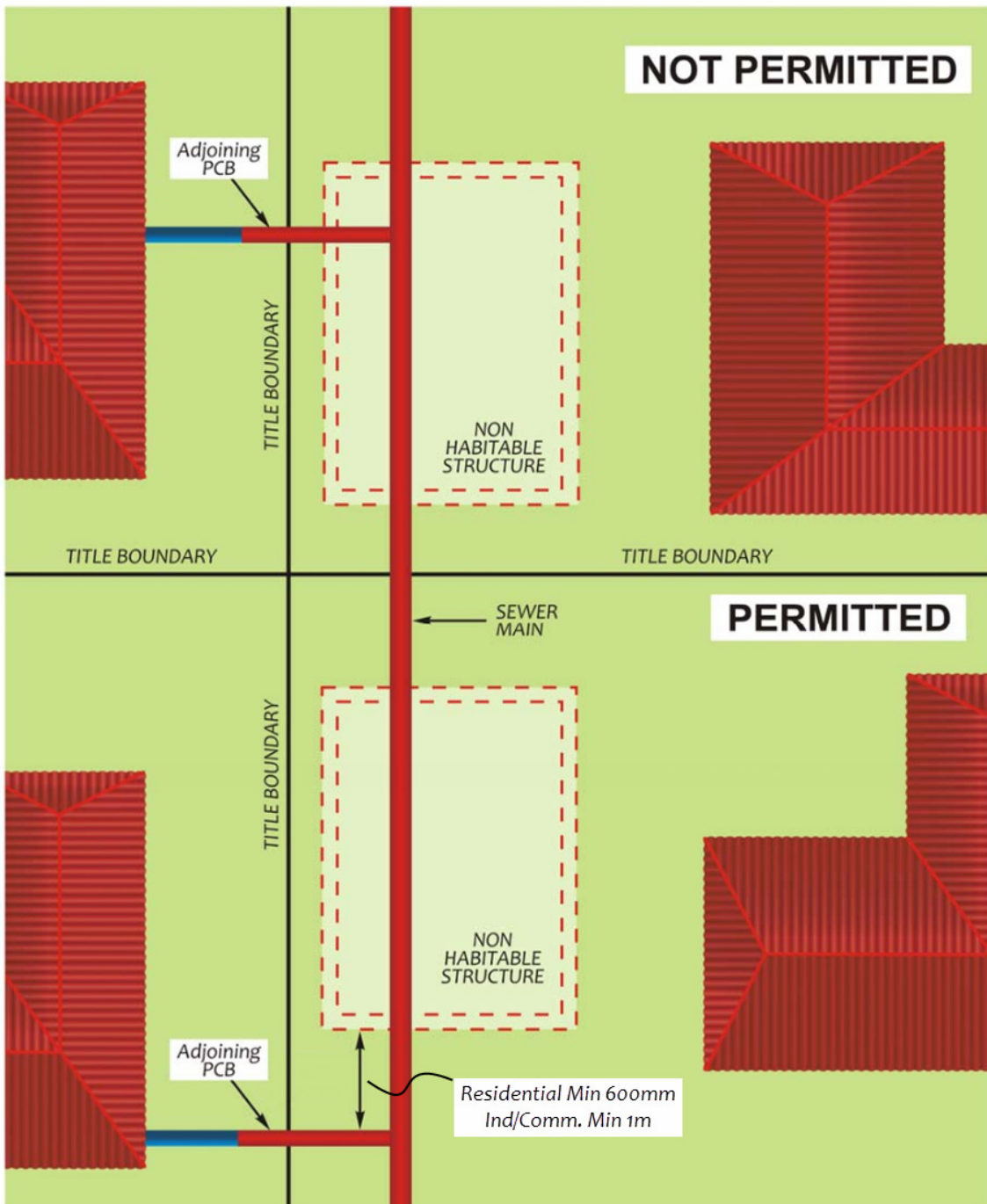
CLEARANCES REQUIRED FROM ASSETS



THE CLEARANCE IS TAKEN TO THE CLOSEST PART OF THE WORKS, BE IT FOUNDATION OR WALL

ADJOINING PROPERTY CONNECTION BRANCH

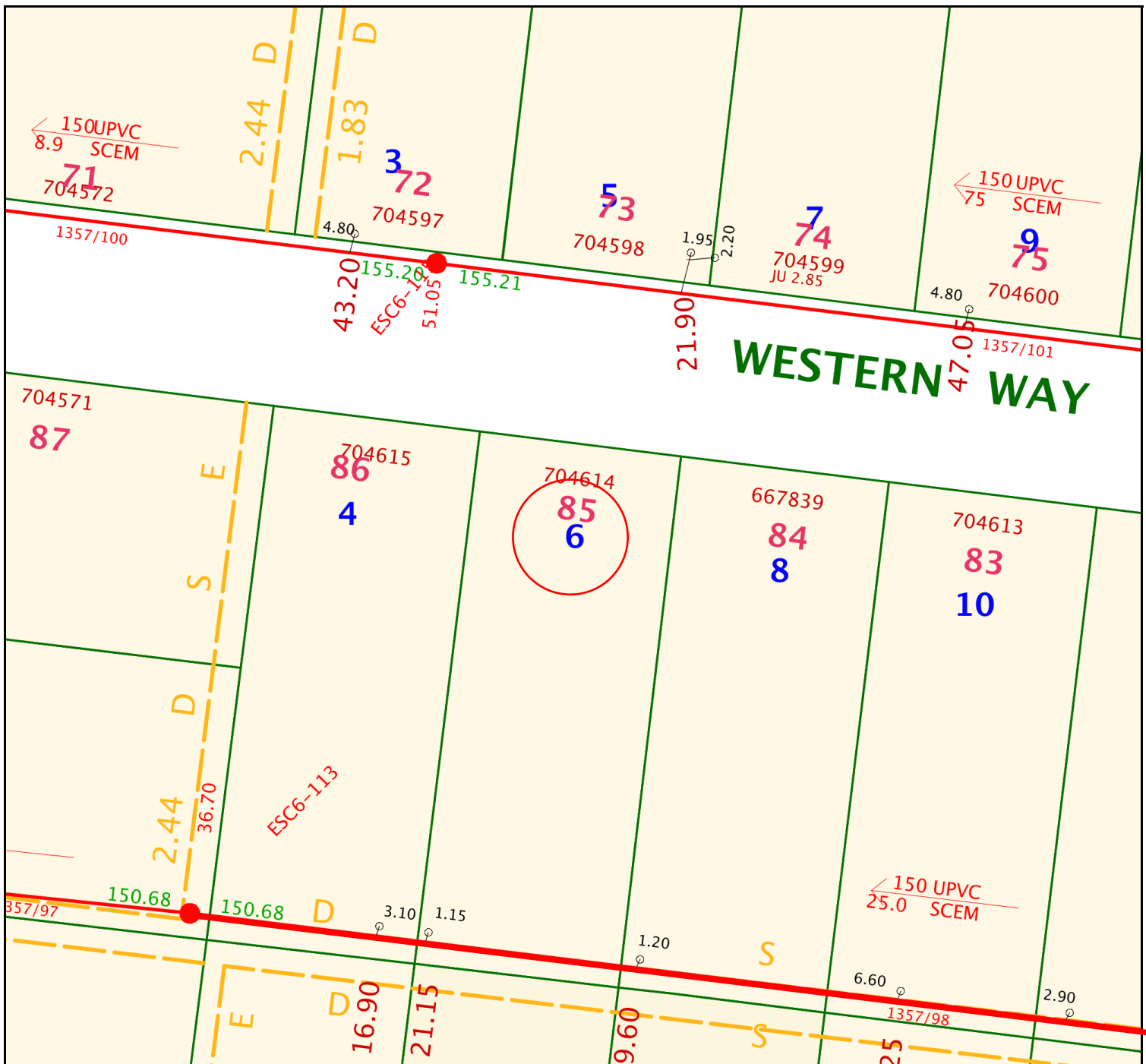
ADJOINING PROPERTY CONNECTION BRANCH



 Sewer Mains - Relevant Water Authority Responsibility

 Internal Property Drains - Owners Responsibility

PCB Property Connection Branch



Yarra Valley Water Sewerage Depth Offset Asset Map	Address	6 WESTERN WAY MOOROOLBARK 3138	
	Date	03/12/2019	
	Scale	1:500	



Disclaimer: This Sewerage Depth Offset Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

ABN 93 066 902 501

Existing Title		Gas Check Manhole	
Proposed Title		Inspection Shaft	
Sewer Branch		Pipe Junction	
Existing Sewer		Maintenance Shaft	
Circular Manhole		Maintenance Chamber	
Sewer Offset		End of Pipe	
Abandoned Sewer		Rectangular Manhole	
Pump Station		Ventilation	

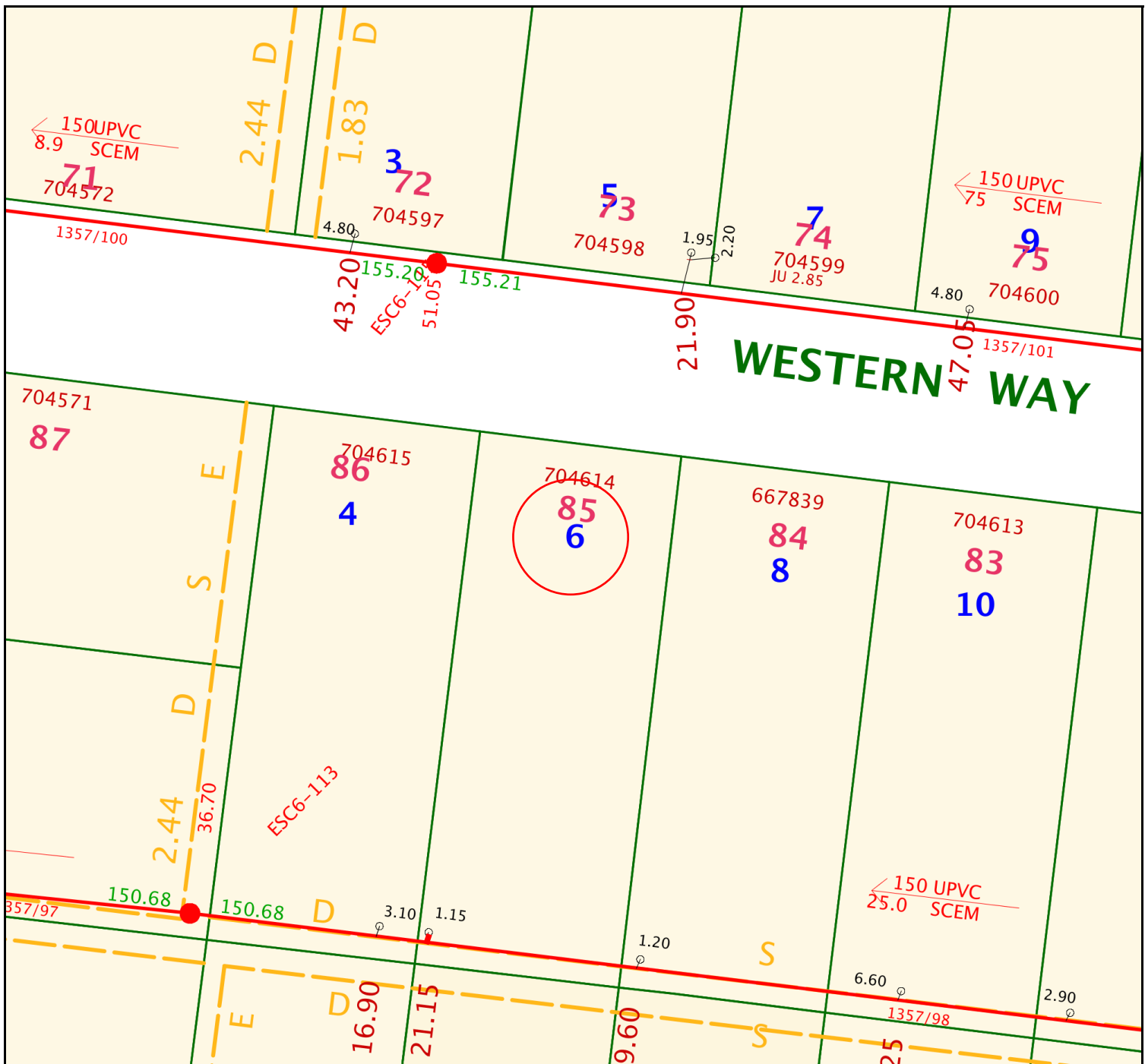
Abbreviation Pipe Material	
VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UCON	CC Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON



ASSET DETAILS

Pipe Size: 150
Pipe Material: PVC-NP
Average Depth (m): 1.1
Branch Length (m): 0.6












Note: Offsets denoted in brackets $\langle \rangle$ are from the title boundary to centreline of pipe. If pipe offset is not shown, it is unknown and will need to be proven on site.

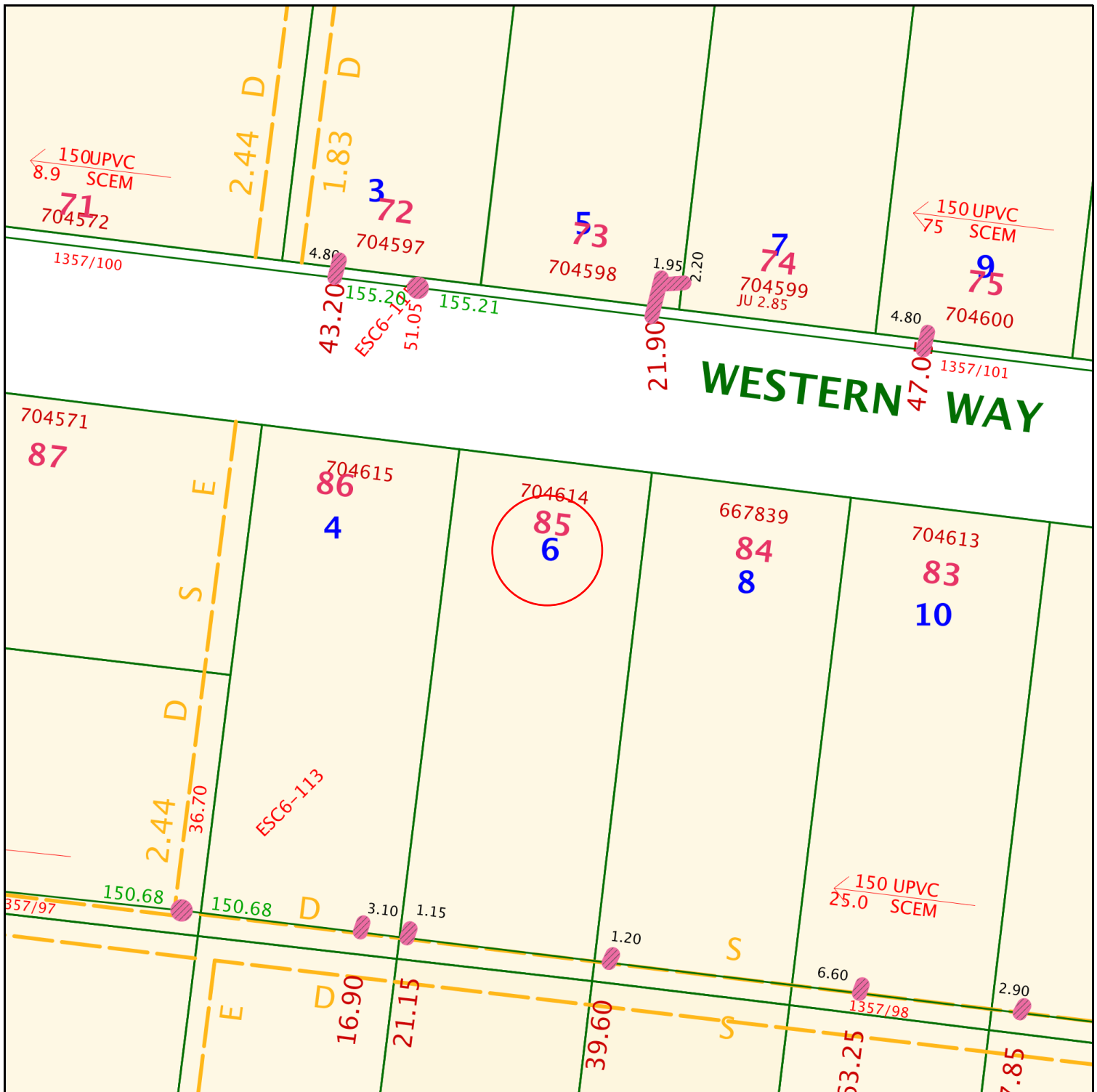
YVW Ref: 1393491



Yarra Valley Water Sewer Branch Asset Map	Address 6 WESTERN WAY MOOROOLBARK 3138		 Yarra Valley Water ABN 93 066 902 501	
	<table border="1"> <tr> <td>Date</td> <td>03/12/2019</td> </tr> <tr> <td>Scale</td> <td>1:500</td> </tr> </table>			Date
Date	03/12/2019			
Scale	1:500			

Disclaimer: This Sewer Branch Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

Existing Title		Access Point Number	GLV2-42	Abbreviation Pipe Material VC VITREOUS CLAY PVC-NP UPVC - Non Pressure PVC-PW UPVC - Profile Wall CONC CONCRETE RC/UCON CC Re/Un-reinforced PP_SW POLYPROYLENE HDPE POLYETHYLENE CI CAST IRON	ASSET DETAILS Branch Size: 100 Branch Material: UNK Branch Depth (m): 1.25 Branch Length (m): 0.6
Proposed Title		Circular Manhole			
Sewer Branch		Gas Check Manhole		Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe. YVW Ref: 1393491	
Existing Sewer		Inspection Shaft			
Sewer Pipe Flow		Pipe Junction			
Sewer Offset	<1.00>	Maintenance Shaft	s		
Abandoned Sewer		Maintenance Chamber	r		
Long Branch Reducer		End of Pipe)		



Yarra Valley Water
Build Over Plan Reference: Plan A
General Structures

Address 6 WESTERN WAY MOOROOLBARK 3138

Date	03/12/2019
Scale	1:500

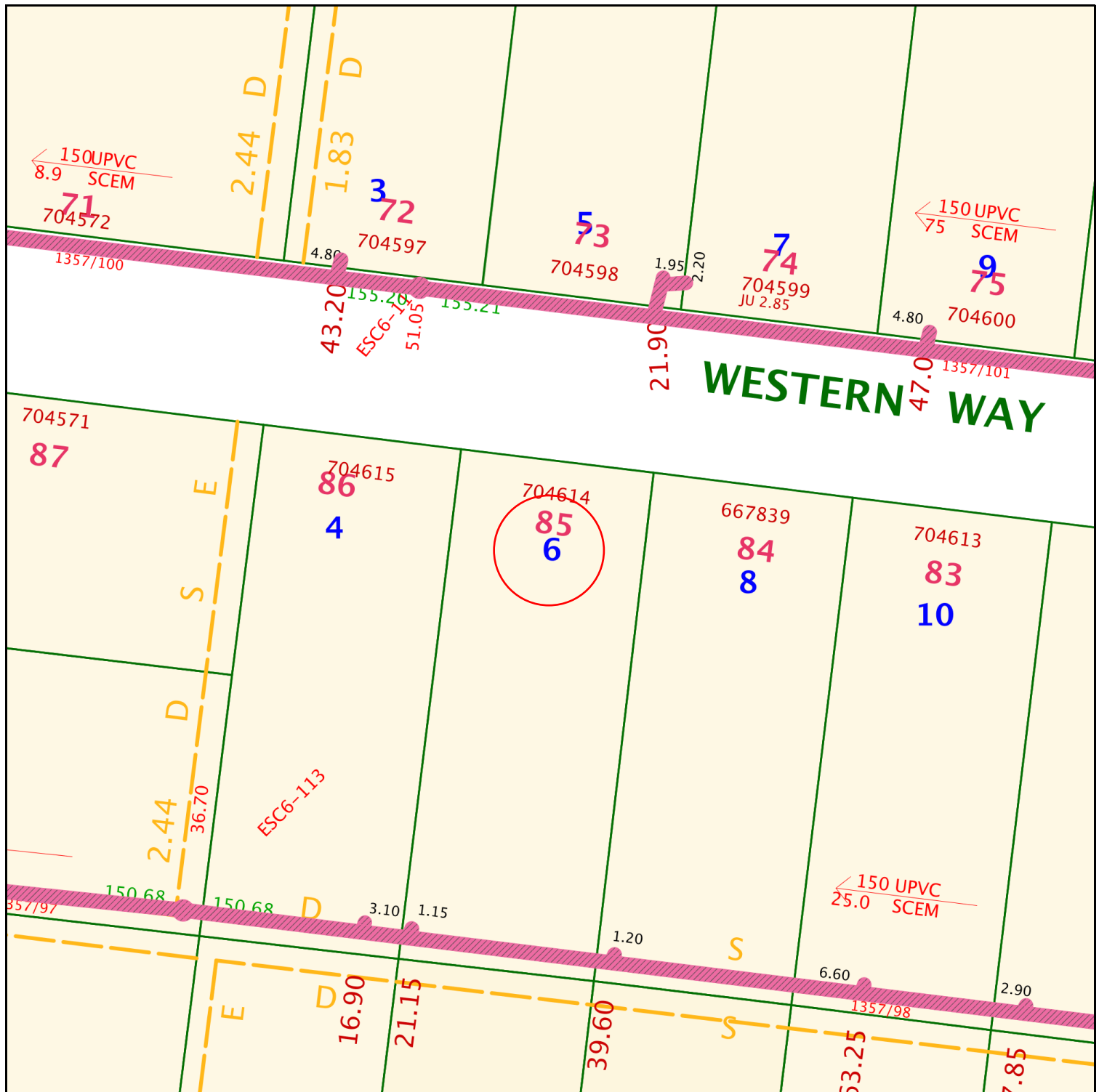


Disclaimer: This Build Over Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.

Yarra Valley Water Application ID: 428753

This plan is to be read in conjunction with the conditions issued by Yarra Valley Water for this application.

LEGEND	SYMBOL	RELEVANT CONDITIONS AND REQUIREMENT
Red circled area		Your property's identification on the plan.
Orange line		Boundary of easement.
Red shaded area		Assets and area that cannot be built over except if conditions are specified.
Yellow hatched area		Assets and area that cannot be built over.
Green highlighted assets		Asset or easement that can be built over subject to conditions specified.



Yarra Valley Water

Address 6 WESTERN WAY MOOROOLBARK 3138

**Build Over Plan Reference: Plan B
Residence & Habitable Structures**

Date	03/12/2019
Scale	1:500



ABN 93 066 902 501

Disclaimer: This Build Over Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.

Yarra Valley Water Application ID: 428753

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LEGEND	SYMBOL	RELEVANT CONDITIONS AND REQUIREMENT
Red circled area		Your property's identification on the plan.
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Red shaded area		Assets and area that cannot be built over except if conditions are specified.
Yellow hatched area		Assets and area that cannot be built over.
Green highlighted assets		Asset or easement that can be built over subject to conditions specified.

CONDITIONS APPLICABLE TO THIS APPLICATION:

Yarra Valley Water ("YVW") grants its consent to the owner to build a structure or place fill on land over an easement in favour of YVW, over an easement for water supply, sewerage or drainage purposes, or over or within 1 metre of YVW works (referred to as "Owner's Works"), subject to the following terms and conditions:

Standard conditions:

1. A reference in these terms and conditions to YVW includes YVW's employees, agents and contractors.
2. The applicant applying for YVW's consent for the Owner's Works warrant's that they made the application as or on behalf of the owner. A reference in these terms and conditions to the owner includes a reference to the applicant or any successors in title to the owner.
3. YVW's conditional consent is to the owner's application and plans for the Owner's Works as previously provided to YVW. The owner must only construct the Owner Works in accordance with YVW's conditions of consent. Any variation to the owner's application and plans or Owners Works requires a new application to YVW which may be approved or rejected in YVW's absolute discretion.
4. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to any injury to any person (including illness or death) or loss of or damage to any property which may arise from, or as a result of the Owner's Works, including but not limited to being as a result of the design, construction, placement or presence of the Owner's Works.
5. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to YVW inspecting, constructing, maintaining, repairing or replacing any assets or other property of YVW beneath or in the vicinity of the Owners Works except to the extent caused by negligence of YVW.
6. YVW makes no warranty or representation and excludes all liability of any kind for the accuracy, adequacy or completeness of any plans or other information it has provided on sewer, water and other assets. The plans and any asset information accompanying this letter are issued solely as a guide for the investigation and identification of the assets specified and must not be used for any other purpose, including to identify any property boundaries, dimensions, structures or other assets. The location of all assets must be proven on site prior to the commencement of any works. Due to ongoing potential asset changes the plans or any other information provided should not be reused at a later date and new plans and asset information should be obtained.
7. The owner must complete and ensure the Owner's Works comply with all applicable laws and authorisations.

8. The owner is solely responsible and warrants the structural integrity and sufficiency of the Owner's Works, including any footings, having regard to the presence of YVW's assets and/or easements.
9. The owner permits YVW to enter into and upon the land and structures contained on the land, for the purpose of inspecting, constructing, maintaining, repairing or replacing assets or other property of YVW, and for that purpose to excavate through any part of the Owner's Works. YVW will not repair or reinstate the Owner's Works.
10. YVW's conditions of consent are binding upon all successors in title to the land. The owner must disclose these conditions to all prospective purchasers, mortgagees or other successors in title.
11. A failure to comply with YVW's conditions of consent will invalidate YVW's consent and render the owner liable for penalties pursuant to the Water Act 1989 which may include fines or imprisonment.
12. Should any monies become due to YVW from the owner pursuant to these terms and conditions, the owner must pay such monies within 30 days of receipt of a written notice from YVW.
13. Our imposition of conditions does not affect the rights of any other parties over the area in question.
14. If there are changes or errors in the details supplied, or we determine that inaccurate information has been provided, this consent may be withdrawn by Yarra Valley Water or additional conditions imposed.
15. Multi-unit and single residential, industrial/commercial developments must meet the requirements stated in WSA 02—3.1 Sewerage Code of Australia, Melbourne Retail Water Agencies Edition - Version 2 - Clause 6.4. This may require a sewer branch connection from an existing maintenance structure or a new maintenance structure.

If a new maintenance structure is required you must apply for conditions at Yarra Valley Water, details are available on the Yarra Valley Water website [easyACCESS Land Development Hub](#).

16. These conditions of consent will be disclosed to any person making an application for an information statement in relation to the land pursuant to section 158 of the Water Act 1989.

RESPONSIBILITY OF SEWER CONNECTION POINTS

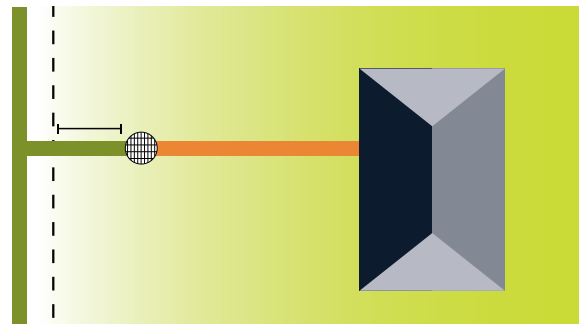


Yarra Valley Water's (YVW) responsibility of the sewer connection point is dependent on the location of the sewer main and the first Inspection Opening (I.O), which may be above or below ground. YVW and property owner responsibilities for the sewer connection points are outlined below.

STAND ALONE RESIDENCE

Sewer connection point where the sewer main is **outside** the property.

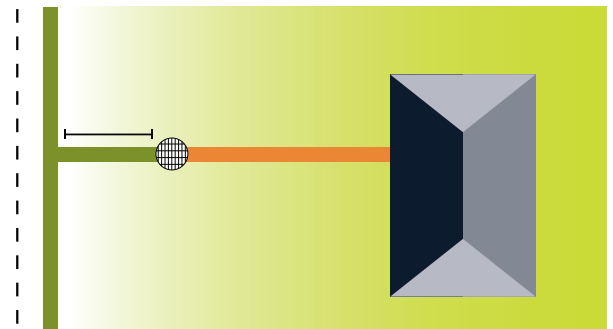
YVW responsibility ends at the I.O. or up to 1 metre from the property boundary (whichever is less).



STAND ALONE RESIDENCE

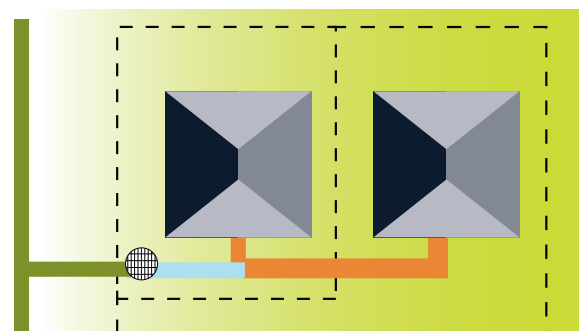
Sewer connection point where the sewer main is **inside** the property.

YVW responsibility ends at the I.O. or up to 1 metre from the sewer main (whichever is less).



COMBINED PRIVATE PLUMBING (UNITS, NEIGHBORING PROPERTIES)

YVW responsibility ends at the I.O. or up to 1 metre from the property boundary (whichever is less).



KEY

- Property owner responsibility
- Combined property owner responsibility
- YVW responsibility
- Boundary of property
- Inspection opening (may be below ground or at surface level)
- Building / structure

YVW.COM.AU EMAIL: ENQUIRY@YVW.COM.AU

GENERAL ENQUIRIES: 1300 304 688 EMERGENCIES & FAULTS: 13 2762 LANGUAGE ASSISTANCE: 1300 976 224

Yarra Valley Water, Lucknow Street, Mitcham. Private Bag 1, Mitcham Victoria 3132

Due Diligence Checklist

What you need to know before buying a residential property

Before buying 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 the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

Is there any earth resource activity such as mining in the area?

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

You should consider whether past activities, including the use of adjacent land, may have caused contamination at the site and whether this may prevent you from doing certain things on 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 may also be restrictions – known as encumbrances – on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

Are there any proposed or granted planning permits?

The local council can advise you if there are any proposed or issued planning permits for any properties close by. Significant developments in your area may change the local 'character' (predominant style of the area) and may increase noise or traffic near the property.

Safety

Is the building safe to live in?

Building laws are in place to ensure building safety. Professional building inspections can help you assess the property for electrical safety, possible illegal building work, adequate pool or spa fencing and the presence of asbestos, termites, or other potential hazards.

Building permits

Have any buildings or retaining walls on the property been altered, or do you plan to alter them?

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

Are any recent building or renovation works covered by insurance?

Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

Utilities and essential services

Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

Buyers' rights

Do you know your rights when buying a property?

The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights.

PLAN OF SUBDIVISION

EDITION 1

PS 835134 W

Location of Land

Parish: MOOROOLBARK

Township: -----

Section: A

Crown Allotment: 5 (PART)

Crown Portion: -----

Title Reference: VOL 8684 FOL 549

Last Plan Reference: LOT 85 ON LP 76439

Postal Address: 6 WESTERN WAY,
MOOROOLBARK 3138

MGA 2020 Co-ordinates E 351702 Zone: 55
N 5818349

Council Name: YARRA RANGES

YARRA RANGES COUNCIL YARRA RANGES PLANNING SCHEME

**This endorsed plan is in accordance with
and forms part of Planning Permit: YR-2019/895**

**Sheet 1 of 2
Date of Approval: 26 March 2020**

Vesting of Roads and/ or Reserve

Notations

Identifier

Council / Body / Person

NIL

NIL

Notations

Depth Limitation APPLIES 15.24M BELOW THE SURFACE

Survey This plan is based on survey.

Staging This is not a staged subdivision.

Planning Permit No.

This survey has been connected to permanent mark No(s)

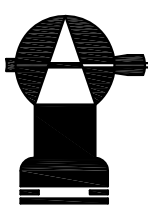
In Proclaimed Survey Area No.

Easement Information

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

EASEMENTS AND RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988
APPLY TO THE WHOLE OF THE LAND ON THIS PLAN.

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE & SEWERAGE	1.83	LP 76439	LOTS ON LP 76439
E-1	SEWERAGE	1.83	THIS PLAN	YARRA VALLEY WATER
E-2	SEWERAGE	1.07	THIS PLAN	YARRA VALLEY WATER
E-3	PASSAGE OF LIGHT & AIR	1.00	THIS PLAN	LOT 1 ON THIS PLAN



A LINE SURVEYING

LICENSED LAND SURVEYORS
109 BEDFORD ROAD,
EAST RINGWOOD 3135.
PH 9870 6443 FAX 9879 3740
Email : admin@alinesurveying.com.au

SURVEYORS REF. **11066** 07-10-19
TC

LICENSED SURVEYOR : CRAIG STEWART

VERSION **1**

ORIGINAL SHEET
SIZE: A3

Sheet 1 of 2

**YARRA RANGES COUNCIL
YARRA RANGES PLANNING SCHEME**

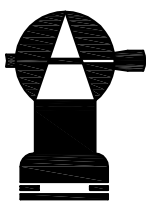
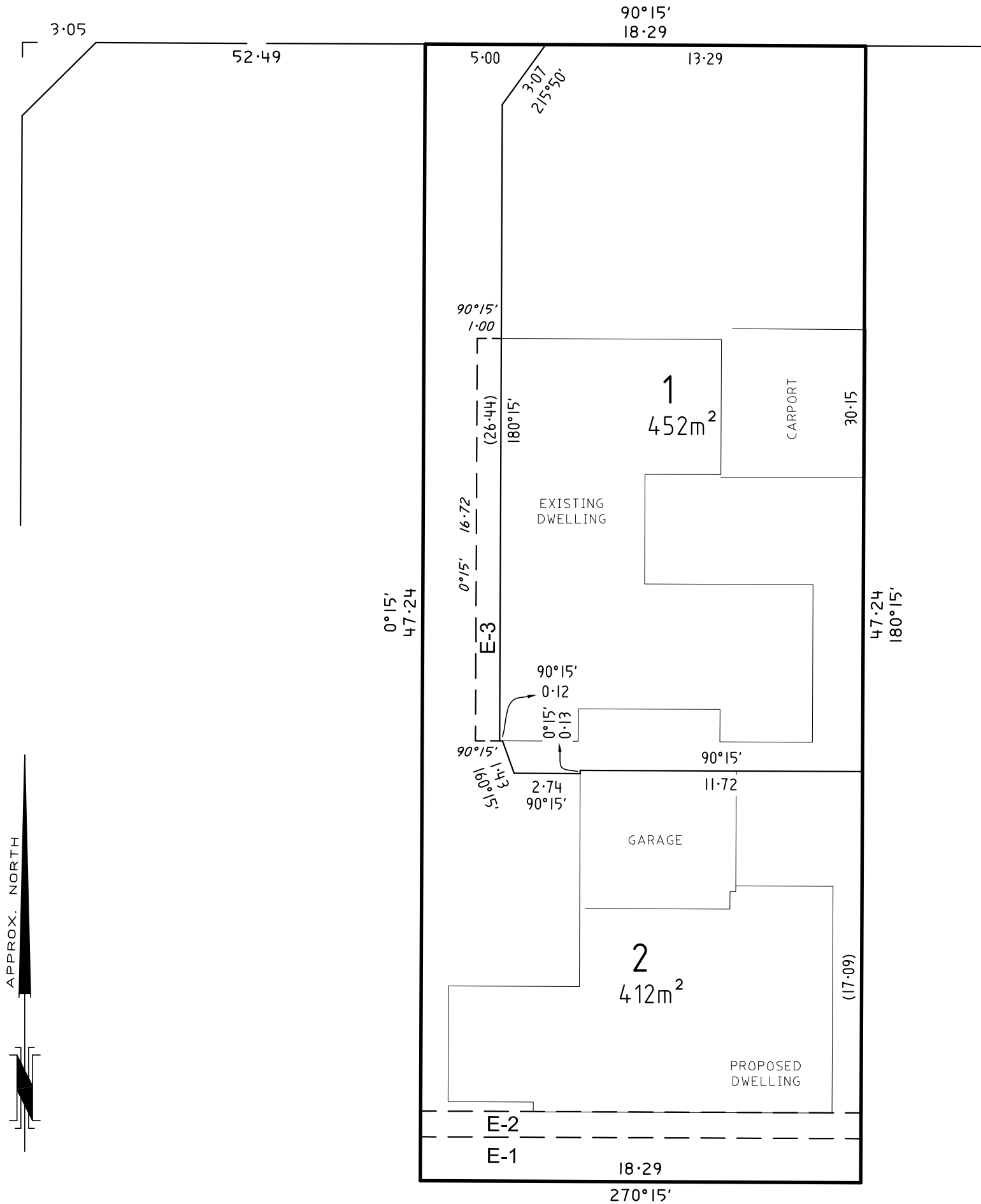
PS 835134 W

**This endorsed plan is in accordance with
and forms part of Planning Permit: YR-2019/895**

**Sheet 2 of 2
Date of Approval: 26 March 2020**

WESTERN WAY

BLUEBERRY ROAD



A LINE SURVEYING
 LICENSED LAND SURVEYORS
 109 BEDFORD ROAD,
 EAST RINGWOOD 3135.
 PH 9870 6443 FAX 9879 3740
 Email : admin@alinesurveying.com.au

SCALE 1:200
 2 0 4 8
 LENGTHS ARE IN METRES
 LICENSED SURVEYOR : CRAIG STEWART
 REF. 11066 VERSION 1

ORIGINAL SHEET SIZE: A3
 Sheet 2

PLANNING PERMIT

Permit No: YR-2019/895
Planning Scheme: Yarra Ranges Planning Scheme
Responsible Authority: Yarra Ranges Council
Address of the land: 6 Western Way (Lot 85 LP76439), Mooroolbark
The permit allows: Two Lot Subdivision

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. The layout and site dimensions of the proposed subdivision as shown on the endorsed plan(s) must not be altered or modified unless agreed to by the Responsible Authority.
2. This permit will expire if one of the following circumstances applies:
 - a. The Plan of Subdivision is not started within two (2) years of the date of this permit, as evidenced by the plan of subdivision being certified (all stages) by the Council within that timeframe; or
 - b. The registration of the subdivision is not completed within five (5) years of the date of certification.

The Responsible Authority may extend the two year period if a request is made in writing before the permit expires, or within six (6) months afterwards.

3. If the development approved under Planning Permit YR-2018/1231 has not been completed to the satisfaction of the Responsible Authority when a Statement of Compliance is sought, an agreement under Section 173 of the Planning and Environment Act 1987 must be entered into between the owner of the site and the Responsible Authority requiring:
 - a. Development of the subject land in accordance with the endorsed plans and conditions for Planning Permit YR-2018/1231, unless further written consent is obtained from the Responsible Authority.

This agreement is to be prepared at the owner's expense and will be recorded on the folio of the register relating to the site. The owners agree to pay on demand all costs and expenses of, and incidental to, the execution and recording of this Agreement.

Date Issued: 26 March 2020
Application: YR-2019/895
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Signature of Responsible Authority
Planning & Environment Regulations 2015 Form 4

4. Prior to a Statement of Compliance being issued a nominal 3.0 metre trafficable width concrete vehicle crossing, must be constructed in Western Way for Lot 2 and all Council assets, including the nature strip, reinstated to the satisfaction of the Responsible Authority.
5. Prior to a Statement of Compliance being issued piped private drainage must be constructed to drain all lots to the satisfaction of the Responsible Authority.
6. The owner of the land must enter into agreements with the relevant authorities for the provision of water supply, drainage, sewerage facilities, electricity and gas services to each lot shown on the endorsed plan in accordance with the authority's requirements and relevant legislation at the time.
7. All existing and proposed easements and sites for existing or required utility services and roads on the land must be set aside in the Plan of Subdivision submitted for certification in favour of the relevant authority for which the easement or site is to be created.
8. The plan of subdivision submitted for certification under the Subdivision Act 1988 must be referred to the relevant authority in accordance with Section 8 of that Act.
9. Prior to a Statement of Compliance being issued the owner/developer must demonstrate to the satisfaction of the Responsible Authority that stormwater runoff exiting the site has been designed and constructed to meet the current best practice performance objectives for stormwater quality, as contained in the Urban Stormwater - Best Practice Environmental Management Guidelines (Victorian Stormwater Committee, 1999) as follows:
 - 80% retention of the typical annual load of suspended solids;
 - 70% reduction of the typical annual load of gross pollutants;
 - 45% retention of the typical annual load of total phosphorous; and
 - 45% retention of the typical annual load of total nitrogen.

In lieu of meeting all of the above stormwater quality objectives the owner/developer must demonstrate to the satisfaction of the Responsible Authority that it has nevertheless achieved the intended outcomes of Clause 56.07-4 of the Planning Scheme in accordance with relevant Practice Notes.

Date Issued: 26 March 2020
Application: YR-2019/895
Page 2/6



Signature of Responsible Authority
Planning & Environment Regulations 2015 Form 4

10. The owner of the land must enter into an agreement with:
 - a. a telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in accordance with the provider's requirements and relevant legislation at the time; and
 - b. a suitably qualified person for the provision of fibre ready telecommunication facilities to each lot shown on the endorsed plan in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

11. Before the issue of a Statement of Compliance for any stage of the subdivision under the Subdivision Act 1988, the owner of the land must provide written confirmation from:
 - a. a telecommunications network or service provider that all lots are connected to or are ready for connection to telecommunications services in accordance with the provider's requirements and relevant legislation at the time; and
 - b. a suitably qualified person that fibre ready telecommunication facilities have been provided in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

Notes:

The granting of this permit does not obviate the necessity for compliance with the requirements of any other authority under any act, regulation or local law.

A subdivision approved under a planning permit does not constitute the certification of a Plan of Subdivision. A separate application should be made by a licensed land surveyor.

Following the issue of Statement of Compliance, all buildings, including access and egress conditions on any of the lots or common property within this subdivision are required to conform to the *Building Regulations 2018*. The owner or applicant must contact a registered building surveyor to obtain advice on how to meet the building requirements.

Prior to the commencement of any works affecting or involving Council roads or drains, Asset Protection and/or Road Reserve/Easement Works permit(s) are required. An application for a permit can be made at the Yarra Ranges Council Community Links (phone 1300 368 333). The application must include a copy of the relevant permit(s), endorsed site plan(s) and approved civil engineering plan(s) if required by this permit.

Date Issued: 26 March 2020
Application: YR-2019/895
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Signature of Responsible Authority
Planning & Environment Regulations 2015 Form 4

The management of Stormwater is to be in accordance with the Approved Point of Stormwater Discharge. Please apply for Approved Point of Stormwater Discharge through Council's webpage.

<https://www.yarraranges.vic.gov.au/Property/Roads-drains-footpaths/Stormwater-drainage>

Date Issued: 26 March 2020
Application: YR-2019/895
Page 4/6

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

Signature of Responsible Authority
Planning & Environment Regulations 2015 Form 4

IMPORTANT INFORMATION ABOUT THIS PERMIT

What has been decided?

The responsible authority has issued a permit.

Can the Responsible Authority amend this permit?

The Responsible Authority may amend this permit under Division 1A of Part 4 of the **Planning and Environment Act 1987**.

When does a permit begin?

A permit operates from the date specified in the permit; or if no date is specified, from the date on which it was issued, in any other case.

When does a permit expire?

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

What about appeals?

- The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal, in which case no right of review exists.
- An application for a review must be lodged within 60 days after the permit was issued, unless a Notice of Decision to grant a permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.
- An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- An application for review must be made on an Application for Review form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- An application for review must state the grounds upon which it is based.
- An application for review must also be served on the Responsible Authority.
- Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal.

PLANNING PERMIT

Permit No: YR-2018/1231
Planning Scheme: Yarra Ranges Planning Scheme
Responsible Authority: Yarra Ranges Council
Address of the land: 6 Western Way (Lot 85 LP76439), Mooroolbark
The permit allows: Buildings and works to construct a second dwelling and vegetation removal

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. Prior to the commencement of the use and/or development, including the removal of any trees or other vegetation, amended plans must be submitted to and approved by the Responsible Authority. When approved the plans will be endorsed and form part of the permit. The plans must be drawn to scale, with dimensions, and be generally in accordance with the plans submitted with the application or subsequent plans but modified to show:
 - a. The western side eaves of Unit 1 cut back to provide a minimum 3.0 metre width access way clear to the sky,
 - b. The proposed access way to Unit 2 a minimum 3.0 metre full width pavement,All of the above must be to the satisfaction of the Responsible Authority.
2. The layout of the site and the size of any proposed buildings and works shown on the endorsed plans shall not be altered or modified without the written consent of the Responsible Authority.
3. This permit will expire if the development is not started within two years of the date of this permit. The Responsible Authority may extend this period if a request is made in writing before the permit expires or within six months afterwards.
This permit will expire if the development is not completed within four years of the date of this permit. A request may be made to Responsible Authority to extend the time to complete a development or a stage of the development if:
 - a. The request for an extension is made within 12 months of the permit expiry.
 - b. The development or stage has lawfully commenced before the permit expiry.
4. The external finish of the permitted building(s) must match the existing building(s) to the satisfaction of the Responsible Authority.

Date Issued: 22 October 2019
Application: YR-2018/1231
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Signature of Responsible Authority
Planning & Environment Regulations 2015 Form 4

5. Any air-conditioning unit must be positioned so that no noise disturbance is caused to occupiers of adjoining properties. Any roof top unit must be provided with a sight screen, to the satisfaction of the Responsible Authority.
6. This permit authorises the removal of any vegetation shown as being removed on the endorsed plan.
7. Tree protection measures must be carried out in accordance with the arborist report created by Lloyd Hetrick Consulting Arborist 15 Beilby Street, Bayswater, 3153 dated 28 February 2019.
8. Prior to the commencement of any buildings and/or works approved by this permit, temporary fencing must be erected around any tree shown for retention on the endorsed plans to define a Tree Protection Zone (TPZ) to the satisfaction of the Responsible Authority and must:
 - a. Exclude access and construction activity within the TPZs assessed in the Arborist Report by Lloyd Hetrick, 28 February 2019. If the trees have not been assessed, the TPZ is a circle with a radius equal to 12x the trunk diameter at 1.4m above ground level, and
 - b. Have a minimum height of 1.8 metres and comply with Australian Standard AS 4687 for temporary fencing and hoardings, and
 - c. Not extend beyond the site boundaries except into roadside reserve and/or nature strip areas. Fencing within roadside reserves and/or nature strip areas must not prevent the use of a road or footpath, and
 - d. Remain in place until all buildings and/or works are completed, unless with the prior written consent of the Responsible Authority.

Temporary fencing can be modified to accommodate encroachment into the TPZ of tree(s) as per the endorsed plans. Fencing must be modified in line with the footprint of the approved works only.

9. All underground service pipes including storm water and sewerage must be diverted around any Tree Protection Zones of trees to be retained, or bored underneath with a minimum cover of 800mm to top of conduit from natural surface level. If the trees have not been assessed the TPZ is calculated by 12x the trunk diameter measured at 1.4m above ground level.
10. The existing street tree(s) must not be removed or damaged.
11. The landscape works as shown on the endorsed plan must be carried out prior to occupation of the permitted development, or if not occupied, within three months of completion of the permitted development. With written consent of the Responsible Authority landscaping may be deferred to the first planting season (May to September)

Date Issued: 22 October 2019
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Signature of Responsible Authority
Planning & Environment Regulations 2015 Form 4

following the completion of the permitted buildings and/or works. New planting must be maintained or replaced as necessary to the satisfaction of the Responsible Authority.

12. Prior to the occupation of the permitted development the car parking spaces and vehicular access ways shown on the endorsed plan must be fully constructed, sealed, delineated and/or signed and drained incorporating Water Sensitive Urban Design elements to the satisfaction of the Responsible Authority.
13. Prior to the occupation of the permitted development a nominal 3.0 metre trafficable width concrete vehicle crossing must be constructed in Western Way to serve the development and all Council assets, including the nature-strip, reinstated to the satisfaction of the Responsible Authority.
14. Prior to the occupation of the permitted development piped drainage must be constructed to drain all impervious areas incorporating Water Sensitive Urban Design elements, to the satisfaction of the Responsible Authority.
15. Prior to the occupation of the permitted development a detention system, must be constructed/installed to drain all impervious areas, to the satisfaction of the Responsible Authority.
16. Prior to the occupation of the permitted development the construction of all civil works within the site, including water tanks/detention, drainage must be fully completed and subsequently inspected and approved by a suitably experienced Civil Engineer at the arrangement and expense of the owner/developer. This person must supply written certification that the works have been constructed in accordance with this permit and to relevant standards to the satisfaction of the Responsible Authority.
17. All vehicles must enter and exit the site in a forward direction except for Unit 1.
18. The car parking spaces, vehicular access ways and drainage approved by this permit are to be maintained and must not be obstructed or made inaccessible to the satisfaction of the Responsible Authority.

Date Issued: 22 October 2019
Application: YR-2018/1231
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Signature of Responsible Authority
Planning & Environment Regulations 2015 Form 4

Notes:

The frontage setback for the construction of the building authorised under this permit is regulated by the planning scheme and the setback has been assessed in the consideration of the permit application. Therefore the Building Surveyor does not need to consider the frontage setback under Regulation 74 of the Building Regulations 2018.

Building works approved under this planning permit shall not be commenced until a building permit has also been obtained under the *Building Act 1993* and the *Building Regulations 2018*.

The granting of this permit does not obviate the necessity for compliance with the requirements of any other authority under any act, regulation or local law.

Prior to the commencement of any works affecting or involving Council roads or drains, Asset Protection and/or Road Reserve/Easement Works permit(s) are required. An application for a permit can be made at the Yarra Ranges Council Community Links (phone 1300 368 333). The application must include a copy of the relevant permit(s), endorsed site plan(s) and approved civil engineering plan(s) if required by this permit.

The management of Stormwater is to be in accordance with the Approved Point of Stormwater Discharge. Please apply for Approved Point of Stormwater Discharge through Council's webpage.

<https://www.yarraranges.vic.gov.au/Property/Roads-drains-footpaths/Stormwater-drainage>

Date Issued: 22 October 2019
Application: YR-2018/1231
Page 4/6

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 - the development or any stage of it does not start within the time specified in the permit; or
 - the development requires the certification of a plan of subdivision or consolidation under the **Subdivision Act 1988** and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
 - the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within 5 years of the certification of the plan of subdivision or consolidation under the **Subdivision Act 1988**.
2. A permit for the use of the land expires if:
 - the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit, or
 - the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if:
 - the development or any stage of it does not start within the time specified in the permit; or
 - the development or any stage of it is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit; or
 - the use does not start within the time specified in the permit, or if no time is specified, within two years after the completion of the development; or
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4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in Section 6A(2) of the **Planning and Environment Act 1987**, or to any combination of use, development or any of those circumstances requires the certification of a plan under the **Subdivision Act 1988**, unless the permit contains a different provision:
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Maddocks

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Australia

Telephone 61 3 9258 3555
Facsimile 61 3 9258 3666

info@maddocks.com.au
www.maddocks.com.au

DX 259 Melbourne

Email Letter

From Sophia Michailides	Date 25 May 2020	
Partner Maria Marshall	Email sophia.michailides@maddocks.com.au	
Section 173 team Lucinda Blaschka Olivera Tutus	Direct 03 9258 3561 03 9258 3339	
To Madeline Ellerm and Michael Laweson c/- Barry Buskens	Organisation	Email buskensb@gmail.com

Our Ref MYM:SOMI:8163491

Dear Madeline and Michael

**Preparation of a section 173 agreement for 6 Western Way, Mooroolbark
Yarra Ranges Council (Council)
Madeline Isobella Ellerm and Michael James Laweson**

We refer to the above matter.

A draft agreement is attached for your clients' attention.

Please advise us if your clients are satisfied with the draft agreement by return email.

While we have used our best endeavours to prepare the agreement in good faith, your clients should obtain independent advice if there is uncertainty about any aspect of the agreement.

You should note we are still in the process of obtaining Council's instructions regarding the draft agreement. It is being forwarded to you now to expedite this matter.

After receiving Council's instructions we will either send you an amended copy of the agreement with Council's marked-up changes, or if no changes are required we will forward final copies to you for signing by your clients.

If you have any queries, contact Sophia Michailides or another section 173 team member.

Yours faithfully

Maria Marshall
Partner



Maddocks

Lawyers
Collins Square, Tower Two
Level 25, 727 Collins Street
Melbourne VIC 3008
Australia

Telephone 61 3 9258 3555
Facsimile 61 3 9258 3666

info@maddocks.com.au
www.maddocks.com.au

DX 259 Melbourne

Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: 6 Western Way, Mooroolbark

Yarra Ranges Council
and

Madeline Isobella Ellerm
and

Michael James Lawson

DRAFT

The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreement means this Agreement and includes this Agreement as amended from time to time.

Consent Fee means a fee payable by the Owner to Council for deciding whether to give consent for anything this Agreement provides must not be done without Council's consent, and which is payable at the rate of:

- (a) \$325.80 if paid within 12 months from the date that this Agreement commences; or
- (b) \$325.80 plus Indexation if paid at any time after 12 months from the date that this Agreement commences.

CPI means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

Current Address means:

- (a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- (b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

Current Email means:

- (a) for Council, mail@yarraranges.vic.gov.au, or any other email address listed on Council's website; and
- (b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

Development Permit means planning permit no. YR-2018/1231, as amended from time to time, issued on 22 October 2019, authorising buildings and works to construct a second dwelling and vegetation removal on the Subject Land in accordance with plans endorsed by Council.

Indexation means an annual adjustment to the Consent Fee carried out in accordance with CPI.

Lot means a lot created by a subdivision of the Subject Land whether in accordance with the Planning Permit or otherwise.

Mortgagee means the person registered or entitled from time to time to be registered as mortgagee of the Subject Land.

Owner means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land and includes a mortgagee-in-possession.

Owner's obligations includes the Owner's specific obligations and the Owner's further obligations.

Party or Parties means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

Planning Permit means planning permit no. YR-2019/895, as amended from time to time, issued on 26 March 2020, authorising a two lot subdivision of the Subject Land in accordance with plans endorsed by Council.

Planning Scheme means the Yarra Ranges Planning Scheme and any other planning scheme that applies to the Subject Land.

Subject Land means the land situated at 6 Western Way, Mooroolbark being the land referred to in certificate of title volume 8684 folio 549 and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used 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 as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Purposes of Agreement

The Parties acknowledge and agree that the purposes of this Agreement are to:

- 3.1 give effect to the Planning Permit and the Development Permit; and

- 3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Reasons for Agreement

The Parties acknowledge and agree that Council entered into this Agreement for the following reasons:

- 4.1 Council would not have issued the Planning Permit without the condition requiring this Agreement; and
- 4.2 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

5. Agreement required

The Parties agree that this Agreement will continue to be required unless Council confirms in writing that it is no longer required.

6. Owner's specific obligations

6.1 Compliance with the Development Permit

Except with Council's prior written consent, the Owner:

- 6.1.1 may only develop the Subject Land in accordance with the Development Permit and the conditions of the Development Permit; and
- 6.1.2 must not, upon completing the development in accordance with the Development Permit, alter or extend or otherwise change the development.

6.2 Expiry of the Development Permit

The Owner's obligations under clause 6.1 continue to apply:

- 6.2.1 regardless of any right conferred by the Planning Scheme;
- 6.2.2 regardless of any subdivision of the Subject Land; and
- 6.2.3 even if the Development Permit expires, is cancelled or otherwise ceases to operate.

7. Owner's further obligations

7.1 Notice and registration

The Owner must bring this Agreement to the attention of all prospective occupiers, purchasers, lessees, licensees, mortgagees, chargees, transferees and assigns.

7.2 Further actions

The Owner:

- 7.2.1 must do all things necessary to give effect to this Agreement;
- 7.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with s 181 of the Act; and
- 7.2.3 agrees to do all things necessary to enable Council to do so, including:
 - (a) sign any further agreement, acknowledgment or document; and
 - (b) obtain all necessary consents to enable the recording to be made.

7.3 Fees

The Owner must pay any Consent Fee to Council within 14 days after a written request for payment.

7.4 Council's costs to be paid

The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

- 7.4.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- 7.4.2 preparing, drafting, finalising and recording any amendment to this Agreement; and
- 7.4.3 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

7.5 Time for giving consent

If Council makes a request for payment of any Consent Fee under clause 7.3, the Parties agree that Council will not decide whether to grant the consent sought until payment has been made to Council in accordance with the request.

7.6 Interest for overdue money

- 7.6.1 The Owner must pay to Council interest in accordance with s 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.
- 7.6.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

8. Agreement under s 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with s 173 of the Act.

9. Owner's warranties

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.

10. Successors in title

Until such time as a memorandum of this Agreement is recorded on the certificate of title of the Subject Land, the Owner must require successors in title to:

- 10.1 give effect to this Agreement; and
- 10.2 enter into a deed agreeing to be bound by the terms of this Agreement.

11. General matters**11.1 Notices**

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:

- 11.1.1 personally on the other Party;
- 11.1.2 by leaving it at the other Party's Current Address;
- 11.1.3 by posting it by priority prepaid post addressed to the other Party at the other Party's Current Address; or
- 11.1.4 by email to the other Party's Current Email.

11.2 Counterparts

This Agreement may be executed in counterparts, all of which taken together constitute one document.

11.3 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

11.4 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

11.5 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

11.6 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

11.7 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

12. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date the Planning Permit was issued.

13. Ending of Agreement

13.1 This Agreement ends when the Owner has complied with all of the Owner's obligations.

13.2 After this Agreement has ended, Council will, at the Owner's written request, apply to the Registrar of Titles under s 183(1) of the Act to cancel the record of this Agreement.

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Signing Page

Signed, sealed and delivered as a deed by the Parties.

SIGNED on behalf of **YARRA RANGES COUNCIL**)
by an officer authorised to enter into this agreement)
in the presence of)

.....
Executive Officer, Development Services

.....
Print Name

.....
Witness

.....
Name of Witness

DRAFT



Signed sealed and delivered by Madeline Isobella)
Ellerm in the presence of:)
)

.....
Witness

DRAFT



**Signed sealed and delivered by Michael James
Lawson** in the presence of:)
)
)

.....

.....

Witness

DRAFT



Mortgagee's Consent

Westpac Banking Corporation as Mortgagee under instrument of mortgage no. AR050035E 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.

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Model rules for an owners corporation

1. Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

- (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes;
- or
- (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

2. Committees and sub-committees

2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a sub committee without reference to the owners corporation.

3. Management and administration

3.1 Metering of services and apportionment of costs of services

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

4. Use of common property

4.1 Use of common property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

4.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. Lots

5.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

5.3 Requiring notice to the owners corporation of renovations to lots

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

6.2 Noise and other nuisance control

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7. Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.
- (8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.