

# Contract of Sale of Real Estate

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

**Property address**                      **Lot 147 Conran Drive, Ocean Grove**

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

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing -

- under power of attorney; or
  - as director of a corporation; or
  - as agent authorised in writing by one of the parties -
- must be noted beneath the signature.

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

**SIGNED BY THE PURCHASER:**

.....

..... on / ...../2019

**Print name(s) of person(s) signing:**

State nature of authority, if applicable:

.....

This offer will lapse unless accepted within [            ] clear business days (3 clear business days if none specified)

**SIGNED BY THE VENDOR:**

**GOANDRA PTY LTD (ACN 004 834 431)**

..... on / ...../2019

**Print name(s) of person(s) signing:**                      ANTHONY CUMMERFORD REILLY

State nature of authority, if applicable:                      DIRECTOR

The **DAY OF SALE** is the date by which both parties have signed this contract.

## IMPORTANT NOTICE TO PURCHASERS

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

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

You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision.

You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

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

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

\*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act* 2004, under section 53A of the *Estate Agents Act* 1980.

## NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

A substantial period of time may elapse between the day on which you sign

the contract of sale and the day on which you become the registered proprietor of the lot.

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

### Particulars of sale

#### Vendor's estate agent

**R T EDGAR BELLARINE PTY LTD**

4/68 The Terrace, Ocean Grove VIC 3226

Tel: 5255 4099 Fax: 5255 4326

Email:

**AND**

**HAYDEN REAL ESTATE**

75 The Terrace, Ocean Grove VIC 3226

Tel: 5255 1000 Fax: 5255 4744

Email:

#### Vendor

**GOANDRA PTY LTD (ACN 004 834 431)**

105 Thacker Street, Ocean Grove VIC 3226

#### Vendor's legal practitioner or conveyancer

**WHYTE JUST & MOORE**

27 Malop Street, Geelong VIC 3220

PO Box 4329, Geelong VIC 3220

DX: 22053 Geelong

Email: [debbie.lear@wjmlawyers.com.au](mailto:debbie.lear@wjmlawyers.com.au)

Tel: 5222 2077

Mob:

Fax: 5221 3846

Ref: Debbie Lear

#### Purchaser

Name:

Address: .....

ABN/ACN: .....

Email: .....

#### Purchaser's legal practitioner or conveyancer

Name:

Address: .....

Email: .....

Tel: ..... Mob: ..... Fax: ..... Ref: .....

#### Land (general conditions 3 and 9)

The land is described in the copy of the Register Search Statement and plan(s) as attached to the section 32 statement as **Lot 147** on unregistered Plan of Subdivision No. PS 741438X and being part of the land contained in Certificate of Title Volume 11906 Folio 411.

The land includes all improvements and fixtures.

#### Property address

The address of the land is: **Lot 147 Conran Drive, Ocean Grove VIC 3226**

#### Goods sold with the land (general condition 2.3(f)) (list or attach schedule)

Vacant Land

**Payment** (general condition 11)

Price	\$	
Deposit	\$	on signing hereof
Balance	\$	payable at settlement

**GST** (general condition 13)

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

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words '**farming business**' or '**going concern**' in this box

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

**Margin scheme**

**Settlement** (general condition 10)**is due on**

unless the land is a lot on an unregistered plan of subdivision, in which case settlement is due on the later of:

- the above date; and
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

**Lease** (general condition 1.1)

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

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

(\*only complete the one that applies. Check tenancy agreement/lease **before** completing details)

**Terms contract** (general condition 23)

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

**Loan** (general condition 14)

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

Lender:

Loan amount

Approval date:

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

**Special conditions**

# Special Conditions

## 1. Definitions and Interpretation

### 1.1 Definitions

In this Contract of Sale the meaning of the terms used as set below.

**Act** means the *Subdivision Act 1988 (Vic)*

**Additional Restrictions** includes, without limitation all easements, encumbrances, rights, privileges, restrictions on use, covenants, dedications of land, agreements (including, without limitation, the entering into of any agreement under section 173 of the *Planning and Environment Act 1987 (Vic)* and any agreement required under the Planning Permit) leases, licenses, other occupation rights and arrangements relating to all or part of the Development including those, without limitation, which are described in special condition 20 and which are:

- (a) required by an Authority or the Registrar;
- (b) required by a condition of an Approval;
- (c) reasonably and properly required for the Development; and
- (d) necessary to satisfy a Requirement.

**Approvals** means any permit, licence, consent, certificate or other approval obtained or required to be obtained from an Authority in relation to the Development or any Lot on the Plan.

**Authority** means any government or any public, statutory, governmental, semi-governmental, local governmental, municipal or judicial body, entity or authority and includes a Minister of the Crown (in any right), and any person, body, entity or authority exercising a power pursuant to an Act of Parliament.

**Bank** means any one of Commonwealth Bank of Australia, Westpac Banking Corporation, ANZ Banking Group Limited, National Australia Bank Limited or any Australian Bank which the **vendor's legal practitioner** (as stakeholder) deposits the Deposit with or as the **vendor** otherwise agrees to.

**Claim** means any claim, action, proceeding, judgement, damage, loss, cost, expense or liability however incurred or suffered or brought or made or recovered against any person, however arising (whether or not presently ascertained, immediate, future or contingent or in the nature of incidental, special, exemplary or consequential damages) including, but not limited to loss of profits or revenue, interference with business operations or loss of tenants, lenders, investors or buyer's inability to use the **land**.

**Contract** means this contract of sale of real estate and includes the attachments and schedules to this contract.

**Contamination/Contaminant** means in relation to land, the presence in, on or under that land, including groundwater under the land, of any substance (including a chemical, a mineral or any natural or human produced substance) which has been added to the land at a concentration above the concentration at which the substance is normally present in, on or under geologically similar land in the same locality and poses a threat to human health or the Environment.

**Deposit Security** means an unconditional and irrevocable Bank Guarantee or Deposit Bond made out in favour of the Vendor's solicitors in a form issued by a bank or provider approved by the vendor's solicitors in its absolute discretion with either no expiry date or an expiry date acceptable to the Vendor's solicitors in its absolute discretion.

**Development** means the land in plan of subdivision PS 741438X and any surrounding land to be developed by the Vendor and/or another person being the Yellow Gums Estate Development;

**Environment** means the physical factors of the surrounds of human beings including the land, waters, atmosphere, climate, sounds, odours, tastes, the biological factors of animals and plants, the social factor of aesthetics and includes ecosystems.

**Environmental Law** means any statute or common law relating to the Environment, including any law relating to land use, planning, heritage, coastal protection, water catchments, pollution of air or waters, soil or underground Contamination, chemicals, waste, use of hazardous or dangerous goods or substances, building regulations, public and occupational health and safety, noxious trades, or any



other aspect of protection of the Environment or person or property.

**Foreign Person** means a "Foreign Person" as defined in Section 5 or section 21A of the Takeovers Act or a person to who section 21A applies.

**General conditions** mean the general conditions set out in this **contract**.

**Guarantee and indemnity** means the guarantee and indemnity which forms **Attachment 1** to this Contract.

**Insolvency Event** means if the Purchaser:

- (a) is an individual and:
    - (i) dies;
    - (ii) an administration order within the meaning of the Guardianship and Administration Board Act 1986 (Vic) is made concerning the Purchaser's estate; or
    - (iii) commits an act of bankruptcy or becomes insolvent; or
  - (b) is a corporation and:
    - (i) assigns any of its property for the benefit of the creditors or any class of them;
    - (ii) its interest in or under this contract or in the subject matter of this contract becomes attached or taken in execution or under any legal process;
    - (iii) an encumbrance takes any step towards taking possession or takes possession of any assets of it or exercises any power of sale;
    - (iv) it ceases, suspends or threatens to cease or suspend the conduct of a majority of its business, or disposes of or threatens to dispose of its assets, except for the purposes of a solvent reconstruction or amalgamation previously approved by the Vendor;
    - (v) any security interest becomes enforceable or is enforced against it;
    - (vi) a distress, attachment or other execution is levied or enforced against it in excess of \$10,000.00;
    - (vii) it has a judgement or order given against it in an amount exceeding \$10,000.00 (or the equivalent in another currency) and the judgement or order is not satisfied or quashed or stayed within 20 Business Days after being given;
    - (viii) it takes any step to obtain protection or is granted protection from its creditors under any applicable legislation;
    - (ix) a resolution is passed by it to appoint an administrator or an administrator of it is appointed;
    - (x) an order is made that it be wound up;
    - (xi) an order is made appointing a liquidator or a provisional liquidator of it;
    - (xii) it resolves to wind up or otherwise dissolve, or gives notice of its intention to do so, except for the purposes of solvent reconstruction or amalgamation previously approved by the Vendor, or is otherwise wound up or dissolved;
    - (xiii) it is, or states that it is, or under Law is taken to be, unable to pay its debts (other than as a result of a failure to pay a debt or claim the subject of a dispute in good faith) or stops or suspends or threatens to stop or suspend payment of all or a class of its debts;
    - (xiv) a receiver, receiver and manager, administrator, controller or similar officer of any assets or the whole or any part of the undertaking of it is appointed; or
    - (xv) it is or makes statement from which it may be reasonably deduced by the Vendor that the Purchaser is the subject of an event described in section 459C(2) of the Corporations Act; or
    - (xvi) is a trustee of a trust, it is unable to satisfy out of the assets of the trust the liabilities incurred by it as and when those liabilities fall due,
- and any event that is analogous or having a substantially similar effect to any of the events specified in this definition.

**Outgoings** means all rates, utility connection fees, taxes, levies, fire insurance premiums and all other outgoings for the **land** together with the contributions (if any) demanded, paid or payable to the **owner's corporation**, the amounts paid by the vendor on behalf of the **owner's corporation** which include any insurance premiums.

**Particulars of sale** mean the particulars of sale in this **contract**.

**Plan of Subdivision** means the proposed plan of subdivision number PS 741438X included in the **vendor's statement** and includes any amendments or alterations made to that plan and any restriction noted on that plan.

**Plan Restrictions** means any restrictive covenants or other restrictions noted on the Plan of Subdivision, which will be created upon registration of the Plan of Subdivision.

**Property Controls** means all existing and future planning, environmental, building and similar controls relating to the use and development of the Property.

**Property** means the property sold pursuant to this Contract. The terms Land, Lot, Property are used intermittently throughout this Contract, however, they all mean the property sold pursuant to this Contract.

**Latest date for registration** means the period expiring on the day that is 36 months from the day of sale.

**Regulations** means *Owners Corporation Regulations 2007 (Vic)*

**Restrictive Covenant** means the restrictive covenant set out in the Plan of Subdivision or on such terms as the Vendor deems appropriate in its absolute discretion.

**Services** means supply of electricity, water and sewerage services to the land.

**Subsequent Stage Land** means all the land that is, or may be, included in the Development except for the land in the Plan of Subdivision PS 741438X.

**Takeovers Act** means the *Foreign Acquisition and Takeovers Act 1975 (Cth)*

**Vendor's legal practitioner** means the **vendor's legal practitioner** appointed from time to time; and

**Vendor's statement** means the vendor's statement attached to this **contract**.

## 1.2 Interpretation

In this contract:

- (a) headings and bold type are for convenience only and do not affect the interpretation of this contract;
- (b) the singular includes the plural and the plural includes the singular;
- (c) words of any gender include all genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this contract have a corresponding meaning;
- (e) an expression importing a person includes any company, partnership, joint venture, association, corporation or other body corporate and any Authority as well as an individual;
- (f) a reference to special condition, party, attachment or annexure is a reference to a special condition, party, attachment or annexure to this contract;
- (g) a reference to any legislation includes all delegation legislation made under it and amendments, consolidations, replacements or re-enactments of any of them;
- (h) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;
- (i) a reference to a party to this document includes that party's successors and permitted assignees;
- (j) a promise on the part of 2 or more persons binds them jointly and severally;
- (k) a reference to an agreement other than this contract includes a document and any legal enforceable undertaking, agreement, arrangement or understanding, whether or not in writing;
- (l) a reference to liquidation or insolvency includes appointment of an administrator, compromise, arrangement, merger, amalgamation, reconstruction, winding-up, dissolution, deregistration, assignment for the benefit of creditors, insolvency, bankruptcy, or any similar procedure or, where applicable, changes in the constitution of any partnership or person, or death;
- (m) no provision of this contract will be construed adversely to a party because that party was responsible for the preparation of this document or that provision;
- (n) a reference to a body, other than a party to this contract (including an institute, association or authority), whether statutory or not:
  - (i) which ceases to exist; or
  - (ii) whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions;
- (o) a reference to a time is a reference to the time in Victoria; and

- (p) any reference to terms defined in the *A New Tax System (Goods and Services Tax) Act 1999 Cth* is, unless the context indicates otherwise, a reference to that term as defined in that Act.

### **1.3 Interpretation of inclusive expressions**

Specifying anything in this document after the words 'include' or 'for example' or similar expressions does not limit what else is included.

### **1.4 Inconsistency between General Conditions**

If there is an inconsistency between the General Conditions and these special conditions, these special conditions prevail.

### **1.5 Priority of restrictions**

The Purchaser and the Vendor agree that if there is:

- (a) any conflict arising between the Plan Restrictions, the Restrictive Covenant, the Additional Restrictions, these special conditions and the General Conditions, the ranking in priority will be as follows:
  - (i) first the Plan Restrictions;
  - (ii) second the Restrictive Covenant;
  - (iii) third the Additional Restrictions;
  - (iv) fourth these special conditions; and
  - (v) fifth the General Conditions.
- (b) any inconsistency between this special condition and any other special condition then, except in the case of manifest error, to the extent of any inconsistency the provisions of any other special condition will prevail and have priority over this special condition.

## **2. Variation of General Conditions**

The following General Conditions are amended as follows:

- (a) General Condition 2.4(c) (Vendor Warranties) – delete the words “or the possessory agreement affecting the land”;
- (b) General Condition 3 (Identity of the land) is deleted;
- (c) General Condition 5 (Consents) is deleted;
- (d) General Condition 10.1(b)(i) is amended to read “provide all title documents necessary to enable the purchaser to become the registered proprietor of the land”;
- (e) General Condition 15.2(b) is deleted;
- (f) A new General Condition 15.3 is inserted (with words to the following effect):
- (g) “15.3 Where any adjustment must be made in relation to any land tax assessed on the Property and payable under the Land Tax Act 1958 (Vic), all such adjustments made in relation to the land tax must be adjusted on a multiple holding basis.”;
- (h) General Condition 18 (Nominee) is deleted;
- (i) General Condition 26 (Default Interest) replace “2%” with “4%”;
- (j) if the Deposit is less than 10% of the price, General Condition 28.4(a) (Default not remedied) replace the word “up” with the word “equal”; and
- (k) if the Deposit is 10% of the Price, General Condition 28.4(a) (Default not remedied) replace the word “up” with the word “equal”.

## **3. Planning Restrictions**

The Purchaser buys the Property subject to any restrictions on its use or development under the *Planning and Environment Act 1987 (Vic)*, any planning scheme and the Property Controls.

## **4. Purchaser's Inspections**

### **4.1 Own Inspection**

The Purchaser warrants that in entering into this contract it:

- (a) Purchases the Property solely as a result of its searches, inspection and enquiries; and
- (b) Accepts the condition of the Property as at the Day of Sale.

### **4.2 No Reliance**

Subject to any warranties given by the Vendor in General Condition 2 (if any), the Purchaser acknowledges that it has relied on its own independent advice, examinations and valuations and has not relied on any information, representation or warranty given or made by or on behalf of the Vendor, including any information, representation or warranty concerning:

- (a) title to the Property;
- (b) the terms of any documents relating to any encumbrances affecting the Property;
- (c) the boundaries or area of the Property;
- (d) the neighbourhood of the Property;
- (e) the suitability of the Property for any particular use;
- (f) its rights and powers relating to the Property;
- (g) the services and utilities to the Property;
- (h) the occupation of the Property;
- (i) the owners corporation matters relating to the Property;
- (j) whether improvements on the Land comply with any Laws;
- (k) the condition of the Property;
- (l) the accuracy, currency, reliability or completeness of information provided to the Purchaser by or on behalf of the Vendor;
- (m) any financial return or income to be derived from the Property; or
- (n) the applicability of any environmental liability to the Property.

## **5. No Warranties**

The Purchaser acknowledges that:

- (a) it accepts the Property with all Property Controls, Approvals, Plan Restrictions, Restrictive Covenant and the Additional Restrictions;
- (b) it has made all the enquiries with all relevant Government Agencies that a prudent and careful person would make before entering into this contract;
- (c) it enters into this contract on the basis of its inspection and the enquiries it has carried out, and relying on its own judgment;
- (d) it acknowledges that the Vendor has been or may be in the course of carrying out infrastructure and other works on the Land and that the Land may be filled, raised, levelled, compacted or cut;
- (e) it has not relied, and does not rely, on any representation or warranty of any nature made by or on behalf of the Vendor, the Vendor's solicitor or the Vendor's Agent other than those expressly set out in this contract;
- (f) it must disclose to any financier, valuer, Authority or other party the existence of any payments, rebates, incentives or other inducements offered to the Purchaser in respect of the Contract by the Vendor or any other party; and
- (g) any measurements shown on the Plans are indicative only.

## **6. Marketing materials**

The Purchaser acknowledges and agrees that any drawings, mock ups, displays or other material depicting the Development or marketing material provided to or inspected by the Purchaser prior to the Day of Sale is intended as an indicative representation only, and the Purchaser acknowledges that the Purchaser has not relied on its inspection of that display unit, if any, or other marketing material in entering into this contract.

## **7. Environmental Indemnity**

### **7.1 Release**

The Purchaser must not, at any time make any objection, Claim or set-off against the Vendor or refuse or delay payment of the Price in relation to the presence of any Contaminant on the Property, or migrating from the Property, or any other liability arising under an Environmental Law concerning the Property.

### **7.2 Indemnity**

The Purchaser indemnifies the Vendor and its officers, directors, employees, agents and representatives against any Claim, Cost or Loss which the Vendor suffers, incurs or is liable for in relation to the presence of any Contaminant on the Property, or migrating from the Property, or any other liability arising under an Environmental Law concerning the Property.

### **7.3 Compliance with notices**

The Purchaser must comply with any notice or order relating to the Property made or issued under any Environmental Law after the Day of Sale.

## **8. Deposit**

8.1 The deposit must not exceed 10% of the purchase price.

8.2 The deposit must be paid to the vendor's solicitors or the Vendor's agent to be held by the Vendor's solicitors or agent on trust for the purchaser until registration of the plan of subdivision.

8.3 Subject to all applicable laws, the purchaser authorises the vendor's solicitors to invest the deposit with such bank as is nominated by the Vendor on terms and conditions approved from time to time by the vendor in an unsecured interest bearing account, provided that the purchaser acknowledges that the vendor is not obliged to invest the deposit in an interest bearing account authorised by this special condition.

8.4 Any interest accruing on the deposit (less costs, duties and expenses incurred in connection therewith) will be paid to the party to whom the deposit is ultimately payable in accordance with this Contract.

8.5 The purchaser must give to the vendor its tax file number within 14 days of the day of sale failing which the purchaser acknowledges that any bank into which the deposit is banked may deduct any applicable tax and the vendor will have no responsibility for any such tax so deducted.

8.6 The vendor's solicitors will hold the deposit as stakeholder pursuant to the provisions of Section 24 of the *Sale of Land Act*. Until registration of the plan of subdivision, the vendor's solicitors will hold the deposit on behalf of the purchaser but upon registration of the plan of subdivision and once the preconditions to settlement within the Vendor's control have been achieved, the vendor's solicitor will hold the deposit for the benefit of the Vendor subject always to the provisions of Section 24 of the *Sale of Land Act 1962*.

8.7 By signing this Contract, the parties authorise and direct the vendor's solicitors to disburse the deposit in accordance with this contract but subject to the *Sale of Land Act 1962*, and the *Legal Profession Act 2004*.

8.8 The purchaser releases the Vendor and the vendor's solicitors from any claim concerning the investment of the deposit and any tax payable on any interest on the deposit, unless arising through some wrongful act or omission of the vendor.

## 9. Deposit Security

- 9.1 If the purchaser elects to secure to the vendor payment of the deposit by way of deposit security, the deposit security must be received by the vendor's solicitors or the selling agent within 14 days of the day of sale (the "due date");
- 9.2 If the deposit security is not received by the vendor's solicitor or agent by the due date:
- (a) the purchaser must pay interest (at the rate specified in this contract for late payment) to the vendor on the amount of the deposit from the due date until the deposit or the security deposit is received by the vendor's solicitors; and
  - (b) the vendor's solicitors may by written notice to the purchaser terminate this contract and on such termination the deposit will immediately become due and payable to the vendor's solicitors without prejudice to any other rights the vendor may have against the purchaser. On such termination the purchaser will have no claim against the Vendor.
- 9.3 Where the Vendor has accepted the deposit security with an expiry date (the purchaser acknowledging that the vendor is not obliged to do so):
- (a) if the term of the deposit security will expire on or before the estimated settlement date (as determined by the Vendor) the purchaser must:
  - (b) pay the deposit to the Vendor's solicitors by bank cheque to be held in accordance with special condition 8; or
  - (c) extend or replace the deposit security at least 28 days before the deposit security expires.
  - (d) the replacement of the extended deposit security must expire:
    - (i) after the settlement date; or
    - (ii) if the settlement date is not known, 12 months after the date it replaced or extended. If the new expiry date will expire before the settlement date, the purchaser must provide a further replacement or extended deposit security under this special condition as the vendor requires;
  - (e) if the purchaser does not comply with this special condition (time being of the essence), the Vendor's solicitors may call on the deposit security and apply the proceeds in accordance with Special condition 8.6 and 8.5.
- 9.4 On the settlement date, the purchaser must pay to the Vendor, in addition to all of the moneys payable under this contract, the amount stipulated under the deposit security either by way of cash or unendorsed bank cheque.
- 9.5 If the purchaser defaults under any term of this Contract, the vendor's solicitors may draw upon the deposit security and the amount paid to the Vendor's solicitors on drawing of the deposit security will (subject to special condition 8.4) either: -
- (a) be paid by the Vendor's solicitors and forfeited to the vendor only if the vendor has rescinded this contract in accordance with General Conditions 27 and 28; or
  - (b) be applied towards payment of the deposit to be held by the vendor's solicitors as stakeholder:
    - (i) to be held by the vendor's solicitors on trust for the Purchaser until registration of the Plan of Subdivision; or
    - (ii) if permitted by law, to be paid into a special purpose account in a bank in Victoria specified by the Vendor's solicitors in the joint names of the Purchaser and the Vendor's solicitor (or the Vendor) until registration of the Plan of Subdivision.

- 9.6 The parties acknowledge and agree that under no circumstances will the vendor be entitled to the proceeds of the deposit security unless and until:
- (a) the contract is lawfully rescinded in accordance with General Conditions 27 and 28; or
  - (b) the Plan of Subdivision is registered and the deposit is released to the vendor in accordance with the Sale of Land Act; or
  - (c) settlement occurs.

## **10. Cost of default**

The Purchaser must pay any Costs incurred by the Vendor due to the Purchaser's failure to comply with any of its obligations under this contract which may include, without limitation:

- (a) interest payable by the Vendor under any existing mortgage over the Property from the Settlement Due Date;
- (b) all legal expenses incurred by the Vendor as a result of the Purchaser's delay; and
- (c) any fee for rescheduling settlement.

which must be paid on or before settlement, if not paid at settlement, the Purchaser is taken to be in default of payment of the Balance until paid.

## **11. Insolvency event**

### **11.1 Insolvency Event**

In addition to any other rights the Vendor may have to terminate this contract, the Vendor may terminate this contract, by notice to the Purchaser, if an Insolvency Event occurs.

### **11.2 Consequences of termination**

If the Vendor gives the Purchaser a notice under special condition 11.1:

- (a) General Condition 27 will not apply and this contract ends when the notice is given;
- (b) General Conditions 28.4 and 28.5 apply; and
- (c) the Vendor is entitled to the Deposit.

## **12. Purchaser's indemnity**

The Purchaser indemnifies the Vendor against any Claim, Cost or Loss which the Vendor suffers, incurs or is liable for in respect of any act or omission that occurs after the Settlement Date concerning the Property and the Goods, except to the extent caused or contributed to by the Vendor.

## **13. Guarantee and Indemnity**

If the Purchaser is a corporation (within the meaning of the Corporations Act) that is not admitted to the official list of ASX Limited, the Purchaser must on the Day of Sale:

- (a) obtain execution of a guarantee and indemnity in the form of the Guarantee and Indemnity by all of the corporation's directors; and
- (b) deliver each guarantee and indemnity, properly executed and stamped (if necessary) to the Vendor.

## **14. FIRB**

- 14.1 If the Purchaser is not a Foreign Person, the Purchaser:
- (a) warrants to the Vendor that the provisions of the Takeovers Act do not apply to the Purchaser or this purchase;
  - (b) is responsible for and agrees to indemnify the Vendor against any Claim, Cost or Loss which the Vendor suffers, incurs or is liable for in respect of a breach of the warranty in special condition 14.2(a)(i), including legal costs on a full indemnity basis.
- 14.2 If the Purchaser is a Foreign Person:
- (a) the Purchaser covenants to the Vendor that it has obtained or will obtain all necessary approvals and authorities under the Takeovers Act in order for it to lawfully complete this contract in accordance with its terms; and
  - (b) the Purchaser will, if the covenant in special condition 14.2(b)(i) is breached, indemnify the Vendor against any Claim, Cost or Loss which the Vendor suffers, incurs or is liable for in connection with such a breach including legal costs on a full indemnity basis.

## **15. Novation by Vendor**

- 15.1 In consideration of the Vendor agreeing to enter into this contract, if at any time the Vendor (in its sole and unfettered discretion) directs the Purchaser in writing to do so, the Purchaser shall execute:
- (a) a deed in the form prepared by the Vendor novating this contract to a third party; and
  - (b) a Vendor's Statement in the form prepared by the third party.
- 15.2 If this contract is novated to a third party, the Purchaser must not make any objection, Claim or set-off against the Vendor or refuse or delay payment of the Price, in respect of special condition 15(a) or any matter arising from special condition 15.

## **16. Plan of Subdivision**

### **16.1 Registration of Plan**

- (a) The parties agree that settlement is conditional upon registration of the Plan of Subdivision by the Registrar.
- (b) The Vendor must use reasonable endeavours to:
  - (i) have a planning permit issued in respect to the subdivision of the land in accordance with the Plan of Subdivision and the Act;
  - (ii) have the Plan of Subdivision certified by the local council or endorsed with a Statement of Compliance (or both) as required by the Act; and
  - (iii) have the Plan of Subdivision registered by the Registrar under Part 4 of the Act.
- (c) If, in the Vendor's opinion, the requirements of the Registrar, the local council or any other Authority for the registration of the Plan of Subdivision (including, but not limited to, the conditions of the planning permit) are too onerous, the Vendor may terminate this contract by giving written notice to the Purchaser within 14 days after the issue of the planning permit, in which case the Deposit and Interest must be refunded to the Purchaser.

### **16.2 Rescission following material amendments**

Subject to special condition 16.3, if the Vendor makes an amendment prior to the registration of the Plan of Subdivision and the amendment:

- (a) is required by either the Registrar, the local council or the Vendor; and
- (b) will materially affect the Property,

then the Purchaser may terminate this contract by giving notice to the Vendor within 10 Business Days after being notified of the amendment. If this contract is terminated by the Purchaser under this special condition 16.2, the Deposit must be refunded to the Purchaser and neither party will have any Claim against the other under this contract.



### 16.3 Permitted variations to Plan of Subdivision

- (a) For the purposes of the Act and the Sale of Land Act, the Vendor may make the following variations to the Plan of Subdivision:
  - (i) minor variations to accord with surveying practice;
  - (ii) minor variations to meet any requirement of any Authority or the Registrar;
  - (iii) minor variations to meet any requirement or requisition of any statutory body or the Registrar to effect registration;
  - (iv) the amendments required to affect a consolidation, merger or otherwise to accommodate the development of any adjoining property or merger with any other plan affecting that property; and
  - (v) any necessary amendments required to stage the Plan of Subdivision as contemplated by section 37 of the Act and the Regulations to the Act, and the Purchaser may not rescind this contract following any of the amendments contained in this condition and must not make any objection, Claim or set-off against the Vendor or refuse
  - (vi) or delay payment of the Price on the ground that the Plan of Subdivision as finally registered by the Registrar does not accord with the Plan of Subdivision.
- (b) For the purposes of Section 9AC of the Sale of Land Act 1962, while the amendments set out in special condition 16.3(a) may affect the Property, the Purchaser acknowledges that the effect will not be material.

### 16.4 Compensation

The Purchaser is not entitled to make any Claim against the Vendor, if the Vendor or the Purchaser terminates this contract under any of the provisions of this special condition 16.

### 16.5 Purchaser must not lodge caveat or priority notice

- (a) The Purchaser must not lodge a caveat over any certificate of title relating to the Property.
- (b) If the Purchaser is in breach of this special condition the Purchaser must pay on demand the amount advised by the Vendor as the Costs or Losses suffered by the Vendor up to the date the caveat is withdrawn.
- (c) The Purchaser appoints the Vendor as its attorney for the purpose of withdrawing any such caveat or signing the withdrawal of such caveat.

### 16.6 Time for Registration of Plan

- (a) If the Plan of Subdivision is not registered by the Registrar on or before the Latest Date for Registration, either party may rescind this contract at any time before the Plan of Subdivision is registered by giving written notice to the other party, in which case the Deposit and the Interest must be repaid to the Purchaser and neither party will have any Claim against the other under this contract.
- (b) the period between the Day of Sale and the Latest Date for Registration is the specified period for the purpose of section 9AE of the Sale of Land Act.
- (c) If s 10A to 10E of the Sale of Land Act 1962 (Vic) apply, then special condition 16.6 (a) is amended to state:

If the Plan of Subdivision is not registered by the Registrar on or before the Latest Date for Registration then:

- (i) the Purchaser may rescind this contract at any time before the Plan of Subdivision is registered by giving written notice to the Vendor, in which case the Deposit and any Interest must be repaid to the Purchaser and either party will not have any Claim against each other under this contract; and
- (ii) The Vendor may rescind this contract in accordance with s 10B and s 10E of the Sale of Land Act 1962 (Vic), in which case the Deposit and any Interest must be repaid to the

Purchaser and the Purchaser and either party will not have any Claim against each other under this contract.

## **17. Works affecting the natural surface level of the Land**

- 17.1 The Purchaser acknowledges that as at the date of this contract, any works affecting the natural surface level of the Land which have been carried out or which are proposed to be carried out by the Vendor are set out in the plan contained in **Attachment 2**.
- 17.2 The Purchaser must not make any objection, Claim or set-off against the Vendor or refuse or delay payment of the Price, because of any works affecting the natural surface level of the Land disclosed under special condition 17.1.
- 17.3 The Purchaser acknowledges that the Vendor has been or may be in the course of carrying out infrastructure and other works on the Land and that the Land may be filled, raised, levelled, compacted or cut.

## **18. Staged Subdivision**

18.1 The Purchaser acknowledges that the:

- (a) The Land forms part of the Development by the Vendor, which may occur in stages;
- (b) The Development may occur in stages with the effect that some parts of the Development may not be completed at the same time or in fact prior to the date some purchasers in the Development may be required to settlement and the Purchaser may not object to the dust, noise, debris or other discomforts that may arise during the completion of the works in the subsequent stage or any other stage in the Development; and
- (c) The Vendor who is, or is entitled to be, registered proprietor of the subsequent stage land, reserves the right in its absolute discretion to develop or to refrain from developing the subsequent stage land. The Vendor gives notice to the Purchaser that the Vendor or the Vendor's successors in title may, at any time in the future:
  - (i) Subdivide the Subsequent Stage Land;
  - (ii) Carry out or permit the carrying out of building works on the Subsequent Stage Land;
  - (iii) construct or cause to be constructed improvements including, without limitation, structures, buildings, roads, footpaths and access-ways over any part or parts of the Subsequent Stage Land;
  - (iv) apply to relevant Authorities for any approval required to develop the Subsequent Stage Land; or
  - (v) refrain from doing any or all of these things.

18.2 The Vendor cannot and does not give any assurances as at the day of sale as to:

- (a) the timetable for carrying out the Development;
- (b) the nature of the Development (including the number of lots, types of uses and the facilities to be provided: and/or
- (c) the manner in which the Development will be carried out.

18.3 The Purchaser further acknowledges that as the person who is, or is entitled to be, registered proprietor of the Subsequent Stage Land the Vendor proposes to create further stages of the Plan of Subdivision and the Purchaser acknowledges and consents to such subdivision including the altering of the lot entitlement or lot liability of any of the lots on the Plan of Subdivision as authorised by section 37(3)(c)(iv)(C) of the Act.

18.4 The Purchaser must (whether before or after the settlement date) do all things and execute all documents as may be reasonably required by the Vendor to give effect to provisions of this special

condition 18.

- 18.5 The Purchaser covenants with the Vendor that it will not, nor cause anybody on its behalf to either directly or indirectly hinder, delay, impede, object or prevent the Vendor exercising the rights set out in this Special condition 18.
- 18.6 The Purchaser must not make any Claim against the Vendor or seek compensation of any kind by reason of:
- (a) any alteration:
    - (i) to the Development (including changes in uses, layouts or facilities and services);
    - (ii) in the number of lots or any other stage of the Development;
    - (iii) to the number, size, shape or location or permitted use of or restrictions effecting any lot in the Plan (other than the Property) or in any future stages or plan of subdivision relating to any other part of the Development.
  - (b) The order in which the Development is completed;
  - (c) any delay in the completion of the Development; or
  - (d) the abandonment of any part of the Development.
- 18.7 The purchaser must not object to or oppose or procure any other person to object to or oppose any application which the Vendor or any other person with the authority of the Vendor makes or any planning or other approval required to vary the Development or to carry out any part of the Development (including any part of the Development as varied).
- 18.8 The Purchaser indemnifies and will keep indemnified the Vendor against all claims, damages and costs for which the Vendor may suffer due to a breach of special condition 18.4. The Purchaser agrees that the indemnity will not merge on completion.
- 18.9 The Purchaser acknowledges that after settlement:
- (a) The Vendor or the Vendors estate agent may conduct sale or marketing activities in the building or common property for unsold lots in the plan of subdivision for any unsold lots or the subsequent stage land; and
  - (b) there may be continuing surveying, engineering and construction works carried out by the builder or contractors engaged by the vendor in the building or any common property in the plan of subdivision for any unsold lots or the subsequent stage land;
  - (c) The Purchaser covenants with the Vendor that it will not, nor cause anybody on its behalf to either directly or indirectly hinder, delay, impede, object or prevent the Vendor exercising the rights set out in this Special condition 18.9.

## **19. Easements**

- 19.1 It is agreed by the vendor and purchaser that Section 10(1) of the Act will not apply to this Contract and that the purchaser will not be entitled to avoid the Contract as a consequence of any change or alteration to the final location and size of any easement that may need to be created over the Land or on the Plan. The vendor is entitled to amend the Plan without reference to the purchaser where such amendment is with respect to the location and size of any easement over the Land.
- 19.2 The purchaser acknowledges that:
- (a) sewers, drains or other services may lay outside registered easements; and
  - (b) the Land may be subject to unregistered easements in relation to pipes, connections or structures of service supply authorities or others which may not have been disclosed to the vendor and which may not be apparent from an inspection of the Land.

- 19.3 The purchaser will not make any requisition in respect of, objection to, claim, withhold monies at settlement, delay completion of, rescind or terminate this Contract in respect of any matters referred to in this special condition 19.

## **20. Additional Restrictions**

- 20.1 The Purchaser acknowledges that as at the Day of Sale and the Settlement Date not all of the Additional Restrictions may have been entered into, granted or finalised.
- 20.2 The Vendor can enter into, grant or finalise any Additional Restriction on or after the Day of Sale.
- 20.3 The Vendor does not however give any assurance:
- (a) as to the nature of the Additional Restriction;
  - (b) that it will proceed, and may refrain from proceeding with, any Additional Restriction; and
  - (c) when any Additional Restriction will be entered into, granted or finalised.
- 20.4 Within 5 Business Days after receipt of a request from the Vendor, the Purchaser must execute an acknowledgment or covenant required by the Vendor under which the Purchaser:
- (a) agrees to accept and observe an Additional Restriction; and
  - (b) acknowledges that the Additional Restriction runs with the relevant land.
- 20.5 The Purchaser acknowledges and agrees that:
- (a) the Vendor may require the Purchaser to create in the instrument of transfer of the Land, any Additional Restrictions in the form of easements or covenants which burden the Land; and
  - (b) if for any reason, the Plan Restrictions cannot be registered, the Purchaser must create a restrictive covenant in the instrument of transfer of the Land on the same terms as the Plan Restrictions.
- 20.6 Subject to the Purchaser's rights under the Sale of Land Act, the Purchaser must not make any objection, Claim or set-off against the Vendor or refuse or delay payment of the Price by reason of the existence, granting, entering into or imposition of Additional Restrictions or the Plan Restrictions.

## **21. Restrictive Covenant**

- 21.1 From the day of sale the purchaser must comply with the Restrictive Covenant which is contained in the Plan of Subdivision to be registered on the title to the Land and the purchaser acknowledges and agrees that until the Restrictive Covenant is registered on the title to the Land and/or the Plan of Subdivision, the Restrictive Covenant is effective as a contractual obligation of the purchaser in favour of the vendor.
- 21.2 the purchaser consents and agrees to the vendor changing the terms of the Restrictive Covenant in accordance with the requirements of the vendor (at the vendor's discretion) or if requested by any Authority or the Registrar.
- 21.3 the purchaser will not make any claim against the vendor or purport to terminate this contract on the basis of any matter arising in relation to the Restrictive Covenant.
- 21.4 This special condition 21 does not merge at settlement.

## **22. Purchaser's acknowledgements**

The Purchaser acknowledges that that the Vendor has no control over the siting or location of service pits, service markers, man-holes, crossovers, telephone or electricity poles, and the Purchaser will not raise any objection or seek any compensation from the Vendor in respect of any such siting or location.

## **23. Builder's waste**

During the construction period for any dwelling to be constructed on the land hereby sold, the Purchaser shall ensure that there is a waste receptacle container for the Builder's waste until such time as construction works are completed and further ensure that the Builder uses the crossover provided to the land for placing any building materials on the land.

## **24. Outgoings**

- 24.1 All rates, taxes, assessments, land tax, levies or other outgoings (Outgoings) payable by the vendor must be apportioned between the parties at the settlement date and any adjustment paid and received as appropriate.
- 24.2 The purchaser acknowledges that the State Revenue Office may group all lots in the Plan of Subdivision and assess land tax against the vendor in respect of the Land based upon the aggregate of the unimproved values of each lot in the Plan of Subdivision.
- 24.3 The Outgoings must be apportioned on the following basis:
- 24.4 For State Land Tax, despite the fact that on a single holding basis no land tax may be assessable in relation to the Land, the purchaser agrees that the amount of land tax to be apportioned between the vendor and the purchaser will be calculated by using the proportional amount of land tax attributable to the Land shown in the vendor's land tax assessment for the year during which settlement occurs (or where such assessment has not issued at Settlement, the proportional amount of land tax attributed to the Land shown in the certificate issued in respect of the Land under section 105 of the Land Tax Act 2005 (Vic));
- 24.5 If the Land is not separately assessed in respect of any Outgoings then, for the purpose of apportionment, the Outgoings will be apportioned between the vendor and the purchaser in the same proportion that the area of the Land shown on the Plan bears to the total area of the lots on the Plan in respect of which the Outgoings are assessed;
- 24.6 any personal or statutory benefit shall be disregarded.
- 24.7 notwithstanding special condition 24.1 the vendor will pay all outgoings when they are due to be paid and the purchaser cannot require them to be paid on an earlier date.

## **25. Fencing**

- 25.1 The Purchaser acknowledges and agrees that the responsibility for the fencing required or desired in relation to the boundaries of the Land which have road frontages is solely that of the Purchaser.
- 25.2 The Purchaser will not (and must not) make any Claim against the Vendor for any contribution to the cost of erecting any boundary fences, walls or any other types of structure on any part of the Land pursuant to the provisions of the *Fences Act 1968* (Vic), including any sums for liabilities which the Vendor may (whether or not it is aware of any) have incurred with any adjoining owners.

## **26. Further Action**

Each party must do everything necessary or desirable to give effect to the provisions and purposes of this Contract.

## **27. Unenforceable provisions**

Any provision in this contract that is invalid or unenforceable is to be read down, if possible, so as to be valid and enforceable, and otherwise shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this contract or affecting the validity or enforceability of that provision.

## **28. Counterparts**

This contract may be executed in any number of counterparts that together will constitute one instrument. A party may execute this contract by signing any counterpart.

## **29. No merger**

A provision of this contract which can take effect after the Settlement Date does not merge on settlement and continues to bind the parties.

## **30. Waiver**

30.1 A party waives a right under this contract only if it does so in writing.

30.2 A party does not waive a right simply because it:

- (a) fails to exercise the right;
- (b) delays exercising the right; or
- (c) only exercises part of the right.

30.3 A waiver of one breach of a term of this contract does not operate as a waiver of another breach of the same term or a breach of any other term.

## **31. Whole agreement**

This contract is the whole agreement between the parties and contains all representations, warranties, promises and agreements of the parties in respect of its subject matter.

## **32. Assignment**

The purchaser must not assign its rights or obligations under this contract.

## **33. Governing law and jurisdiction**

- (a) This contract is governed by the Laws of Victoria and; where applicable, the Commonwealth of Australia.
- (b) The parties irrevocably submit to the exclusive jurisdiction of the courts of Victoria and, where applicable, the Commonwealth of Australia.

## **34. Variation**

Any variation of any term of this contract must be in writing and signed by the parties or the parties' Legal Practitioner.

## **35. Additional Special Conditions**

### **35.1 – Payment**

General condition 11 is replaced with the following:

#### **11. PAYMENT**

11.1 The purchaser must pay the deposit:

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

11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

- (a) must not exceed 10% of the price; and

- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision
- 11.3 The purchaser must pay all money other than the deposit:
  - (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 Payments may be made or tendered:
  - (a) up to \$1,000 in cash; or
  - (b) by cheque drawn on an authorised deposit taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

  - (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 11.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 11.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 11.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 11.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 11.9 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 11.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

### **35.2 - Acceptance of title**

General condition 12.4 is added:

- 12.4 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

### **35.3 – Tax invoice**

General condition 13.3 is replaced with the following:

- 13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and
  - (a) the price includes GST; or
  - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 13.1(a), (b) or (c)), the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

### **35.4 – Adjustments**

General condition 15.3 is added:

- 15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.

### 35.5 – Foreign resident capital gains withholding

General condition 15A is added:

#### 15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 15A.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 15A.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 15A.3 This general condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 15A.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 15A.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 15A.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance with, this general condition; despite:
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 15A.7 The representative is taken to have complied with the requirements in special condition 15A.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15A.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 15A.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.



### 35.6 – GST withholding

General condition 15B is added:

#### 15B. GST WITHHOLDING

- 15B.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 15B.2 This general condition 15B applies if the purchaser is required to pay the Commissioner an *\*amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is *\*new residential premises* or *\*potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 15B.3 The amount is to be deducted from the vendor's entitlement to the contract *\*consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 15B.4 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 15B.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition; despite:
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 15B.6 The representative is taken to have complied with the requirements of general condition 15B.5 if:
- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15B.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
- (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic settlement system described in general condition 15B.6.
- However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
  - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time

the purchaser gives the vendor the bank cheque.

- 15B.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 14 days before the due date for settlement.
- 15B.9 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 15B.10 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
  - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 15B.11 The purchaser is responsible for any penalties or interest payable to the commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in general condition 15B.10; or
  - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)
- The vendor is responsible for any penalties or interest payable to the commissioner on account of non-payment or late payment of the amount if either exception applies.
- 15B.12 This general condition will not merge on settlement.

### 35.7 – Service

General condition 17 is replaced with the following:

- 17. SERVICE**
- 17.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 17.2 A document being a cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 14.2 (ending the contract if the loan is not approved) may be served on the vendor's legal practitioner, conveyance or estate agent even if the estate agent's authority has formally expired at the time of service.
- 17.3 A document is sufficiently served:
- (a) personally, or
  - (b) by pre-paid post, or
  - (c) in a manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
  - (d) by email.
- 17.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
  - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise
  - (d) email is taken to have been served at the time of receipt within the meaning

of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

### 35.8 – Notices

General condition 21 is replaced with the following:

#### 21. NOTICES

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

### 36. Electronic Conveyancing

- 36.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. The parties may subsequently agree in writing that this special condition 36 applies even if the box next to it is not checked. This special condition 36 has priority over any other provision to the extent of any inconsistency.
- 36.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 36 ceases to apply from when such a notice is given.
- 36.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*,
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*, and
  - (c) conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 36.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 36.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 36.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 36.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
  - (b) at the option of either party, otherwise than electronically as soon as possible –
  - (c) if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 36.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 36.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator,
  - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the Electronic Network Operator of settlement.

36.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

### **37. Auction**

The property is offered for sale by public auction, subject to the vendor's reserve price. The Rules for the conduct of the auction shall be as set out in the Schedules to the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those Rules.

## FORM 2

### General Conditions

Part 2 being Form 2 prescribed by the former *Estate Agents (Contracts) Regulations* 2008

#### Title

#### 1. ENCUMBRANCES

- 1.1 The purchaser buys the property subject to:
  - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
  - (b) any reservations in the crown grant; and
  - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the *Sale of Land Act* 1962 in accordance with Division 2 of Part II of that Act.

#### 2. VENDOR WARRANTIES

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the former Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the *Estate Agents Act* 1980.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
  - (a) has, or by the due date for settlement will have, the right to sell the land; and
  - (b) is under no legal disability; and
  - (c) is in possession of the land, either personally or through a tenant; and
  - (d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
  - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
  - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
  - (a) public rights of way over the land;
  - (b) easements over the land;
  - (c) lease or other possessory agreement affecting the land;
  - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
  - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act* 1962 in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
  - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
  - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
  - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 2.6.

#### 3. IDENTITY OF THE LAND

- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 3.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

#### 4. SERVICES

- 4.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

#### 5. CONSENTS

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

#### 6. TRANSFER

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

#### 7. RELEASE OF SECURITY INTEREST

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 7.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
  - (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives –
  - (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property -
  - (a) that -
    - (i) the purchaser intends to use predominately for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if -
  - (a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 7.10 In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11
- 7.13 If settlement is delayed under general condition 7.12, the purchaser must pay the vendor -
  - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay -
 as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

## 8. BUILDING WARRANTY INSURANCE

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

## 9. GENERAL LAW LAND

- 9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
  - (a) 21 days have elapsed since the day of sale; and
  - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
  - (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
  - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

## Money

## 10. SETTLEMENT

- 10.1 At settlement:
  - (a) the purchaser must pay the balance; and
  - (b) the vendor must:
    - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

- (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

## 11. PAYMENT

- 11.1 The purchaser must pay the deposit:
  - (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyance; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 11.2 If the land is sold on an unregistered plan of subdivision, the deposit:
  - (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyance on trust for the purchaser until registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
  - (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyance.
- 11.4 At settlement, payments may be made or tendered:
  - (a) in cash; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force).
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests than any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

## 12. STAKEHOLDING

- 12.1 The deposit must be released to the vendor if:
  - (a) the vendor provides particulars, to the satisfaction of the purchaser, that either -
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

## 13. GST

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



- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
  - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
  - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
  - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
  - (b) 'GST' includes penalties and interest.

#### 14. LOAN

- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
  - (b) did everything reasonably required to obtain approval of the loan; and
  - (c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
  - (d) is not in default under any other condition of this contract when the notice is given.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

#### 15. ADJUSTMENTS

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

### Transactional

#### 16. TIME

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

#### 17. SERVICE

- 17.1 Any document sent by –
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
  - (b) by pre-paid post; or
  - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or

(d) by email.

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

#### **18. NOMINEE**

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

#### **19. LIABILITY OF SIGNATORY**

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

#### **20. GUARANTEE**

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

#### **21. NOTICES**

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

#### **22. INSPECTION**

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

#### **23. TERMS CONTRACT**

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

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

#### **24. LOSS OR DAMAGE BEFORE SETTLEMENT**

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

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

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

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

- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

## **25. BREACH**

A party who breaches this contract must pay to the other party on demand:

- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
- (b) any interest due under this contract as a result of the breach.

## **Default**

## **26. INTEREST**

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

## **27. DEFAULT NOTICE**

- 27.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 27.2 The default notice must:
- (a) specify the particulars of the default; and
  - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given-
    - (i) the default is remedied; and
    - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

## **28. DEFAULT NOT REMEDIED**

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
  - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
  - (b) all those amounts are a charge on the land until payment; and
  - (c) the purchaser may also recover any loss otherwise recoverable.
- 28.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
  - (b) the vendor is entitled to possession of the property; and
  - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
    - (i) retain the property and sue for damages for breach of contract; or
    - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
  - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
  - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

## ATTACHMENT 1:

## GUARANTEE

**WE,**

of

and

of

**HEREBY JOINTLY AND SEVERALLY COVENANT** with the within named Vendor that in consideration of the Vendor entering into the within Contract they will **GUARANTEE** the due payment of all moneys due by the Purchaser under the within Contract of Sale and the performance and observance by the Purchaser of all the covenants and agreements on the part of the Purchaser therein contained and they **INDEMNIFY** the Vendor against all losses damages costs and expenses or otherwise which may be incurred by him by reason of any default on the part of the Purchaser in performing and observing the agreements and provisions on its part contained in the within Contract. In the event of the Purchaser taking a transfer of the said land and executing a mortgage in favour of the Vendor in accordance with his rights under the Sale of Land Act the Guarantors **AGREE** to execute a suitable Guarantee for payment of all moneys due under such mortgage and the performance and observance of all the covenants and agreements on the part of the mortgagor under such mortgage. This Guarantee shall not in any way be prejudiced or affected by the giving of time to the within named Purchaser or the neglect or forbearance of the Vendor in requiring or enforcing payment of any moneys to be paid by the Purchaser pursuant to the provisions of the within Contract or any variation in the terms of the said Contract.

**DATED** the                      day of                      2019.

**SIGNED SEALED AND DELIVERED** by           )  
the said   )  
in the presence of:                               )

**SIGNED SEALED AND DELIVERED** by           )  
the said   )  
in the presence of:                               )

## **ATTACHMENT 2:**

### **WORKS AFFECTING THE NATURAL SURFACE LEVEL OF THE LAND**

Our Ref: 9313E/7A

Clarisville  
153 Yarra Street, Geelong, Victoria, 3220  
P.O. Box 333, Geelong, Victoria, 3220  
Telephone (03) 5223 2799  
Facsimile (03) 5223 2901  
email: [civileng@berryconsulting.com.au](mailto:civileng@berryconsulting.com.au)  
ACN 097 035 900  
ABN 39 097 035 900

Ms D Lear  
Whyte Just & Moore Lawyers  
27 Malop Street  
GEELONG 3220


April 29, 2019

Dear Debbie,

**Re: Goandra Estate - Stage 7A**  
**Ocean Grove**

Enclosed please find one (1) A3 set of our engineering plans for inclusion into your sale documentation which shows coloured areas affecting Lots 28, 29 & 56 and surrounding areas, with specific filling ranging from 0.0 metres – 1.50 metres.

As part of construction works these areas will be excavated to a firm base, filled and compacted in accordance with note 22 on Sheet No 1.

Sheets 2 of the roads and drainage plans indicates the natural (before works) surface level of lots, and the extent of cut and fill batters are shown by a variable  line. These extents are also more easily seen on the relevant cross section sheets numbered 4, 6, 7 and 10 inclusive.

Some allotments will be subject to filling of localised depressions, wheel ruts, etc., of up to 300mm in depth resulting from construction traffic within the subdivision.

These comments are only intended to be indicative of the filling placed within the subdivision, and we would recommend that prospective purchasers arrange their own soil testing to confirm the extent and depth of filling prior to settlement of contracts.

These comments are also limited to that filling constructed in conjunction with the roadworks, and do not make any allowance for any existing filling that may have previously been placed within the subdivision. We are unaware of any such filling.

We trust that this is sufficient for your purposes. Should you have any queries please do not hesitate to contact the undersigned.

Yours faithfully  
**Peter Berry & Associates Pty Ltd**



Peter J Berry



# Goandra Estate - Stage 7A

## Ocean Grove

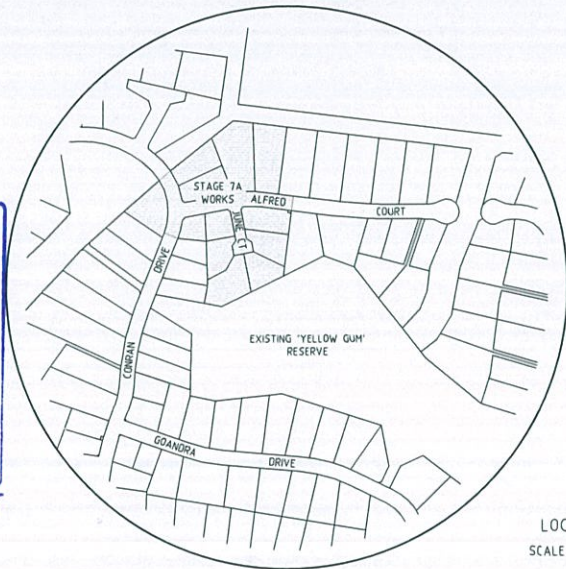
CITY OF GREATER GEELONG  
Engineering Plan  
APPROVAL

Approved

*E. Howe*

Date: 12 / 6 / 18

PP-1421-2004 Cert. 12385



LOCALITY PLAN  
SCALE @ A1 - 1 : 5,000

### NOTES

- ALL WORKS IN THIS CONTRACT ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT CITY OF GREATER GEELONG (COGG) STANDARD SPECIFICATIONS FOR ROADWORKS AND DRAINAGE
- ALL ROADWORKS SIGNAGE IS TO BE IN ACCORDANCE WITH VICROADS WORKSITE TRAFFIC MANAGEMENT CODE OF PRACTISE INCORPORATING AS1742.3

### SITE MANAGEMENT

- ALL WORKS ARE TO BE UNDERTAKEN IN ACCORDANCE WITH THE APPROVED CONSTRUCTION MANAGEMENT PLAN
- ALL TREES, SHRUB etc ARE TO BE RETAINED UNLESS OTHERWISE INDICATED
- DURING THE CONSTRUCTION AND MAINTENANCE PERIOD SILT FENCES ARE TO BE PLACED DOWNSTREAM OF ALL EXPOSED AREAS, AND SILT BARRIERS ARE TO BE PLACED UPSTREAM OF ALL PITS. THE SILT FENCES AND SILT BARRIERS ARE TO BE CHECKED AND MAINTAINED UNTIL THE END OF THE MAINTENANCE PERIOD
- ALL AREAS OF THE SUBDIVISION EXPOSED OF VEGETATION, INCLUDING NATURESTRIPS, LOTS AND RESERVE ARE TO BE FULLY GRASSSED BY HYDRO MULCHING, WATERED AND MAINTAINED UNTIL THE END OF THE MAINTENANCE PERIOD

### GENERAL



- THE CONTRACTOR SHALL
  - GIVE FIVE (5) DAYS NOTICE IN WRITING TO COGG SUBDIVISIONS ENGINEER OR REPRESENTATIVE PRIOR TO THE COMMENCEMENT OF WORKS
  - NOTIFY COGG SUBDIVISIONS ENGINEER OR REPRESENTATIVE 24 HOURS PRIOR TO WORKING ON ANY WEEKEND
  - BE FULLY AWARE OF ALL SITE CONDITIONS PRIOR TO TENDERING
  - BE RESPONSIBLE FOR LOCATING ALL EXISTING SERVICES PRIOR TO THE COMMENCEMENT OF WORKS AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE SERVICES
  - BE RESPONSIBLE FOR THE INSTALLATION OF ALL SERVICES REQUIRED FOR THE PROJECT
  - ENSURE THAT ALL SERVICES ARE INSTALLED TO THE SPECIFIED OFFSETS AND MEETS MINIMUM COVER REQUIREMENTS. ALL SURFACE FIXTURES, PITS, VALVES, FIREPLUGS, etc SHALL BE INSTALLED A MINIMUM OF 5m FROM ANY SIDE BOUNDARY AND SHALL MATCH THE REQUIRED FINISHED SURFACE LEVEL. THIS APPLIES TO ALL SERVICES REQUIRED FOR THE PROJECT IRRESPECTIVE IF THEY ARE INSTALLED BY THE CONTRACTOR OR OTHERWISE
  - COMPLY WITH THE REQUIREMENTS OF THE MINES ACT 1958 AND RELEVANT REGULATIONS INCLUDING NOTIFICATION IN WRITING (CLAUSE 385) TO THE CHIEF MINING INSPECTOR OF THE INTENTION TO COMMENCE EXCAVATION OPERATIONS WHERE ANY TRENCH IS 15m OR MORE IN DEPTH
  - GIVE 24 HOURS NOTICE TO COGG SUBDIVISIONS ENGINEER OR REPRESENTATIVE PRIOR TO BACKFILLING OF ANY PIPE TRENCHES OR LAYING OF ANY PAVEMENT OR CONCRETE WORKS SO THAT THE WORKS CAN BE CHECKED AND APPROVED
  - COMPLY WITH THE OCCUPATIONAL HEALTH AND SAFETY (CONFINED SPACES) REGULATIONS AND CODE OF PRACTICE FOR CONFINED SPACES
  - BE RESPONSIBLE FOR THE COMPACTION TESTING OF THE PAVEMENT MATERIAL BY AN APPROVED GEOTECHNICAL CONSULTANT AS AND WHEN DIRECTED BY COGG SUBDIVISIONS ENGINEER OR REPRESENTATIVE
- EXISTING CONSTRUCTION WORKS ARE TO BE CHECKED BY COUNCIL 48hrs PRIOR TO COMMENCEMENT OF ANY FUTURE PAVEMENT WORKS. IF REMEDIAL WORKS ARE NECESSARY TO ENSURE SATISFACTORY CONNECTION, THESE ARE TO BE CARRIED OUT AT THE DEVELOPER'S EXPENSE. AT THE SAME INSPECTION DAMAGE TO EXISTING WORKS WILL BE DETERMINED, OTHERWISE THE CONTRACTOR WILL BE HELD LIABLE
- ANY WORKS WITHIN ROADWAYS SHALL SATISFY COUNCIL'S "REQUIREMENTS FOR OCCUPANCY OF ROAD RESERVE". CONTACT COGG TRAFFIC MANAGEMENT OFFICER ON TELEPHONE (03) 5227 0384 FOR FURTHER SPECIFIC DETAILS RELATING TO THIS PROJECT. A COPY OF THE TRAFFIC MANAGEMENT PLAN IS TO BE FORWARDED TO THE COGG SUBDIVISIONS ENGINEER OR REPRESENTATIVE PRIOR TO WORKS COMMENCING
- ALL REASONABLE CARE SHALL BE TAKEN BY THE CONTRACTOR TO PRESERVE THE SURVEY PEGS AND ALL BENCHMARKS ARE TO BE CHECKED PRIOR TO THE COMMENCEMENT OF WORKS AND ANY DISCREPANCIES ARE TO BE REPORTED IMMEDIATELY
- EXISTING SURFACE LEVELS ARE SHOWN THUS:  $\nabla$

- ALL DIMENSIONS ARE IN METRES AND LEVELS ARE TO AUSTRALIAN HEIGHT DATUM (AHD)

### ROADWORKS

- SUBSOIL DRAINS ARE TO BE CONSTRUCTED BEHIND THE KERB AND CHANNEL OR AS DIRECTED BY THE COGG SUBDIVISIONS ENGINEER OR REPRESENTATIVE
- WHERE DRAINAGE LINES EXIST BEHIND THE KERB AND CHANNEL SUBSOIL DRAINAGE IS NOT REQUIRED HOWEVER A 1m LENGTH OF SUBSOIL DRAIN INCLUDING FILTER SOCK IS REQUIRED BOTH SIDES OF DRAINAGE PITS
- ALL FOOTPATHS ARE TO BE A MINIMUM OF 125mm THICK WITH F72 REINFORCEMENT AND BEDDED ON A MINIMUM OF 50mm COMPACTED CLASS 3 FCR WITH THE BEDDING TO EXTEND 100mm BEYOND THE EDGES OF THE PROPOSED FOOTPATH PRIOR TO THE PLACEMENT OF THE TIMBERS AND BOARDS. CONTRACTION JOINTS ARE TO BE CONSTRUCTED AT 12.5m INTERVALS IN ACCORDANCE WITH COGG STANDARD DRAWINGS
- WHERE FILLING IS REQUIRED UNDER THE FOOTPATH BEDDING MATERIAL THEN CLASS 4 FCR IS TO BE USED UNLESS OTHERWISE APPROVED BY THE COGG SUBDIVISIONS ENGINEER
- CONCRETE FOR KERB AND CHANNEL USED IN EXTRUSION MACHINES SHALL HAVE A MINIMUM CEMENT CONTENT OF 280 kg/m<sup>3</sup>
- CONCRETE FOR STORMWATER PITS IS TO HAVE A MINIMUM STRENGTH OF 32Mpa AT 28 DAYS
- CONCRETE FOR ALL OTHER APPLICATIONS IS TO HAVE A MINIMUM STRENGTH OF 25Mpa AT 28 DAYS
- TO ALLOW FOR A CONTINUOUS CONCRETE KERB AND CHANNEL POUR THE STORMWATER PIT CONCRETE SURROUND IS TO BE IN PLACE PRIOR TO THE POUR COMMENCING. IF THE PIT SURROUNDS ARE NOT IN PLACE THEN THE INITIAL KERB AND CHANNEL POUR IS TO STOP ONE (1) METRE EITHER SIDE OF EVERY PIT
- CLAY SURFACES, INCLUDING NATURE STRIPS, EXPOSED DUE TO CUT AND FILL ARE TO BE COVERED WITH 100mm OF THE BEST APPROVED TOPSOIL MATERIAL AVAILABLE FROM SITE
- ALL FILLING PLACED IS TO BE CARRIED OUT UNDER LEVEL 1 SUPERVISION IN ACCORDANCE WITH AS3798-2007. PRIOR TO ANY FILLING ON LOTS ALL TOPSOIL IS TO BE REMOVED AND STOCKPILED. THE FILL MUST BE APPROVED AND CONSOLIDATED IN 150mm COMPACTED LAYERS TO A DRY DENSITY OF 95% STANDARD COMPACTION. THE TOPSOIL IS THEN TO BE UNIFORMLY REPLACED TO A COMPACTED DEPTH OF 100mm. COMPACTION TESTING WILL BE REQUIRED AT THE DISCRETION OF THE COGG SUBDIVISIONS ENGINEER OR REPRESENTATIVE
- ALLOTMENTS SHALL BE GRADED TO AN EVEN SURFACE AT THE COMPLETION OF ALL WORKS AND SHALL HAVE A MINIMUM GRADE OF 1 IN 100 TO THEIR NOMINATED DRAINAGE CONNECTION POINTS. ALL SURPLUS SPOIL, BOXTHORN, FENCING, CONSTRUCTION WASTE AND OTHER RUBBISH SHALL BE REMOVED FROM SITE AT THE COMPLETION OF WORKS
- BATTER SLOPES ON LOTS SHALL BE A MAXIMUM OF 1 IN 5 FOR FILL AND 1 IN 3 FOR CUT UNLESS OTHERWISE SHOWN
- STREET SIGNS ARE TO BE LOCATED AS INDICATED ON THE PLANS AND INSTALLED IN ACCORDANCE WITH VICROADS TRAFFIC ENGINEERING MANUAL VOLUME 2. MOUNTING HEIGHT IS TO BE TO THE UNDERSIDE OF THE SIGN AND IS TO BE A MINIMUM OF 2.1m AND MAXIMUM OF 3.0m
- 'NO THROUGH ROAD' SIGN IS TO BE INSTALLED BELOW THE STREET SIGN WHERE APPLICABLE
- ALL REINFORCEMENT USED IN CONCRETE WORKS FOR FOOTPATH DRIVEWAYS AND ROADS IS TO BE ADEQUATELY SUPPORTED BY APPROPRIATE SIZED BAR CHAIRS PRIOR TO THE POURING/PLACEMENT OF CONCRETE
- GAS CONDUITS ARE 50mm HEAVY DUTY PVC AND ARE TO EXTEND FROM THE POINT OF SUPPLY TO AT LEAST 500mm BEYOND THE PROPERTY BOUNDARY
- AT THE TERMINATION OF STAGED PAVEMENT CONSTRUCTION, A CONCRETE EDGE STRIP 200mm X 200mm AND SUBSOIL DRAIN IS TO BE INSTALLED ACROSS THE WIDTH OF THE PAVEMENT AND A 'NO THROUGH ROAD' AND CHEVRON MARKER SIGNS ARE TO BE INSTALLED ACROSS THE FULL WIDTH OF THE ROAD RESERVE. APPROPRIATE RETAINING WALLS AND FENCING IS TO BE PROVIDED AS DIRECTED BY COGG SUBDIVISIONS ENGINEER OR REPRESENTATIVE
- WHERE LINE MARKING NEEDS TO BE REMOVED, THESE LINES ARE TO BE PERMANENTLY REMOVED EITHER BY GRINDING THE OLD LINES OFF OR BY PLACING A SEAL AND GRIT TREATMENT (USING THE 'FLOCON' SYSTEM) OVER THE UNWANTED LINES
- LOT NUMBERS SHALL BE STENCILLED IN 50mm HIGH FIGURES WITH WHITE PAINT ON THE FACE OF THE KERB AND CHANNEL


### DRAINAGE

- PIPE DRAINAGE WITHIN ROADWAYS TO BE REINFORCED CONCRETE PIPES - CLASS 2 UNLESS OTHERWISE SHOWN
- ALL REINFORCED CONCRETE PIPES ARE TO BE RUBBER RING JOINTED
- PIPES IN EASEMENTS ARE TO BE RUBBER RING JOINTED OR UPVC SEWER CLASS (SH UPVC UP TO 30m DEPTH OR SEH UPVC GREATER THAN 30m DEPTH) PIPES WITH SOLVENT CEMENT JOINTS. TRENCHES ARE TO BE BACKFILLED WITH COMPACTED CLAY UNLESS OTHERWISE SHOWN
- ALL DRAINAGE PITS IN COUNCIL ROAD RESERVES, DRAINAGE RESERVES AND RECREATION RESERVES ARE TO HAVE LIDS THAT ARE, AT LEAST CLASS D (HEAVY DUTY) IN ACCORDANCE WITH AUSTRALIAN STANDARD AS3996
- ALL PITS ARE TO BE SET OUT FROM SURVEY CO-ORDINATES USING SET OUT POINTS DETAILED IN THE COGG STANDARD DRAWINGS
- ALL PIPES UNDER ROADS, FOOTPATHS, DRIVEWAYS AND BEHIND BACK OF KERB SHALL BE BACKFILLED WITH 20mm NOMINAL SIZE CLASS 3 FCR (WETMIX) COMPACTED TO 95% MODIFIED COMPACTION IN 150mm MAXIMUM LAYERS
- PIPE BEDDING UNDER ROAD PAVEMENTS FROM THE BOTTOM OF PIPE TO THE SPRINGLINE IS TO BE 2% STABILIZED SAND. CLASS 3 FCR IS TO BE PLACED FROM THE SPRINGLINE TO SUBBASE MATERIAL
- PIPEWORK AT ALL PITS TO BE WELL ALIGNED TO ENSURE FLOW IS GUIDED TO OUTLET PIPE eg  NOT 
- ALL PIPELINES ARE TO BE INSPECTED VIA REMOTE CAMERA PRIOR TO THE ISSUANCE OF A STATEMENT OF COMPLIANCE AT THE CONTRACTOR'S EXPENSE AND UNDER THE SUPERVISION OF COGG SUBDIVISIONS ENGINEER OR REPRESENTATIVE
- LOTS DENOTED THUS:  $\nabla$  ARE TO BE PROVIDED WITH A 100mm DIAMETER CLASS 6 PVC SOCKETED PIPE HOUSE DRAIN LOCATED 60m FROM THE LOW CORNER OF THE LOT UNLESS OTHERWISE SHOWN AND SHALL BE CONNECTED DIRECTLY TO UNDERGROUND DRAINS WHERE AVAILABLE, OTHERWISE TO THE KERB AND CHANNEL VIA A RECTANGULAR KERB ENTRY ADAPTOR
- HOUSE DRAINS ARE TO BE A MINIMUM OF 0.5m BELOW FINISHED SURFACE AT THE LOT BOUNDARY UNLESS OTHERWISE SHOWN
- WHEN USING 150mm DIAMETER UPVC PIPES ALL HOUSE DRAINS ARE TO BE CONNECTED USING STANDARD T-PIECE FITTINGS
- WHEN USING 225mm DIAMETER OR LARGER UPVC PIPES, HOUSE DRAINS ARE TO BE CONNECTED IN A SIMILAR WAY TO CONCRETE PIPES SUBJECT TO THE INLET BEING CORE DRILLED
- WATER AND GAS SERVICE CONDUITS SHALL BE LOCATED CLEAR OF ALL DRIVEWAY CROSSINGS AND SHALL EXTEND FROM THE POINT OF SUPPLY TO AT LEAST 500mm INSIDE THE HOUSE LOT TO BE SERVICED AND LEFT EXPOSED UNTIL INSPECTED BY COGG SUBDIVISIONS ENGINEER. WATER CONDUITS ARE TO BE LOCATED AT LEAST 5m FROM SIDE BOUNDARY, WHEREAS GAS CONDUITS ARE TO BE LOCATED 2m FROM "NON-DRIVEWAY" SIDE BOUNDARY OF LOT TO BE SERVICED. CONDUIT TRENCHES ARE TO BE BACKFILLED WITH CLASS 3 FCR
- THE LOCATION OF HOUSE DRAINS (H) AND SERVICE CONDUITS (W, G, T AND E) ARE TO BE NEATLY ETCHED ON THE KERB FACE WITH 50mm HIGH LETTERS
- IN ROAD RESERVE EXISTING OPEN DRAINS ARE TO BE CLEANED OUT TO AND APPROVED BASE AND ANY SPOIL IS TO BE REMOVED FROM THE SITE. STRUCTURAL FILL (CLASS 4 MINIMUM) IS TO BE PLACED IN NOT MORE THAN 150mm LAYERS AND COMPACTED TO A MINIMUM OF 98% STANDARD COMPACTION. COMPACTION TESTS ARE TO BE PROVIDED TO THE SATISFACTION OF COGG SUBDIVISIONS ENGINEER OR REPRESENTATIVE
- WHERE DRAINAGE PITS ARE LESS THAN 1200mm DEEP NO HAUNCHING IS REQUIRED (REFER IDM SD405) WHERE DRAINAGE PITS ARE GREATER THAN 1200mm DEEP THEY WILL REQUIRE HAUNCHING TO FORM 900mm MIN WIDE BASE (REFER IDM SD410). IN THIS INSTANCE PARTICULAR NOTE OF WALL THICKNESSES IS TO BE MADE AND ADHERED TO
- ALL SEWER MANHOLES LOCATED WITHIN FOOTPATHS ARE TO BE POSITIONED AND ROTATED SO THAT THEY ARE PLACED CENTRALLY WITHIN THE FOOTPATH TO PREVENT CRACKING
- ALL DRAINAGE PITS ARE TO BE FITTED WITH TERRA-FIRMA PIT LIDS



### SHEET INDEX

SHEET No.	DESCRIPTION
1	GENERAL NOTES
2	FACEPLAN, SERVICES AND CURVE SETOUT SCHEDULES
3	CONRAN DRIVE LONGITUDINAL SECTION
4	CONRAN DRIVE CROSS SECTIONS
5	ALFRED DRIVE LONGITUDINAL SECTION
6	ALFRED DRIVE CROSS SECTIONS

SHEET No.	DESCRIPTION
7	JUNE COURT LONGITUDINAL SECTION AND CROSS SECTIONS
8	CONRAN DRIVE/ALFRED COURT INTERSECTION DETAIL (1:125)
9	ALFRED COURT/JUNE COURT INTERSECTION DETAIL (1:125)
10	JUNE COURT - BOWL HEAD DETAIL (1:125), PIT AND SETOUT SCHEDULES
11	DRAINAGE LONGITUDINAL SECTION (1'A' LINE)
12	DRAINAGE LONGITUDINAL SECTIONS (1'B'-1'G' LINES INCLUSIVE)

AMENDMENTS			 <div>Peter Berry &amp; Associates Pty. Ltd. Civil Engineers</div>		153 Yarra Street Geelong Victoria 3220 Telephone: 5223 2799		
	05.06.18	VERSION B	MELWAY REF. 483H9	GOANDRA ESTATE STAGE 7A			MUNICIPALITY
			SURVEYED				GREATER GEELONG
	DATE	DESCRIPTION	DESIGNED P.J.B.				REFERENCE
			DRAWN C.S.				9313 <sup>E</sup> / <sub>7A</sub>
A1			CHECKED	SCALE AS SHOWN	DATUM AHD	DATE OCT '17	SHEET 1 OF 12

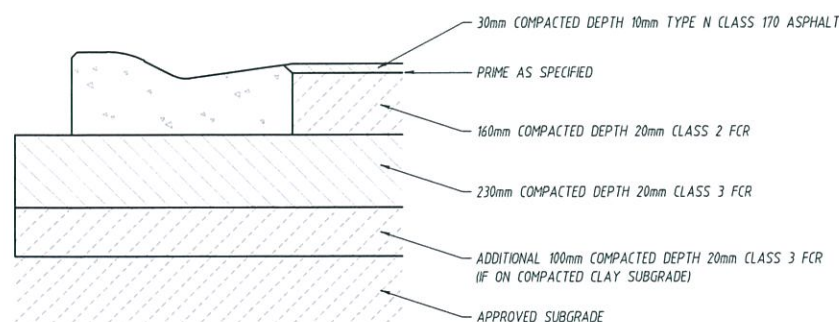
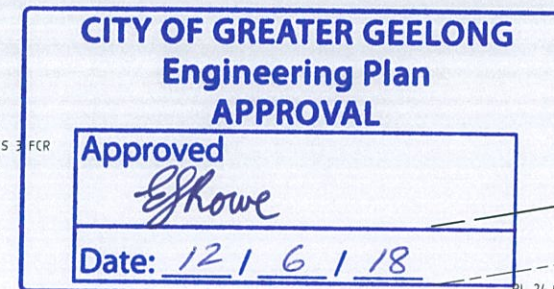


AMENDMENTS			 <b>Peter Berry &amp; Associates Pty. Ltd.</b> <b>Civil Engineers</b>	<b>153 Yarra Street</b> <b>Geelong Victoria 3220</b> <b>Telephone: 5223 2799</b>				
	05.06.18	VERSION B	MELWAY REF. 4.83H9	<b>GOANDRA ESTATE</b> <b>STAGE 7A</b>				MUNICIPALITY
			SURVEYED					GREATER GEELONG
	DATE	DESCRIPTION	DESIGNED P.J.B.					REFERENCE
			DRAWN C.S.					9313 E/7A
A1	1 : 500    10    5    0    10    20    30    METRES 		CHECKED	SCALE AS SHOWN	DATUM	AHD	DATE OCT '17	SHEET 2 OF 12









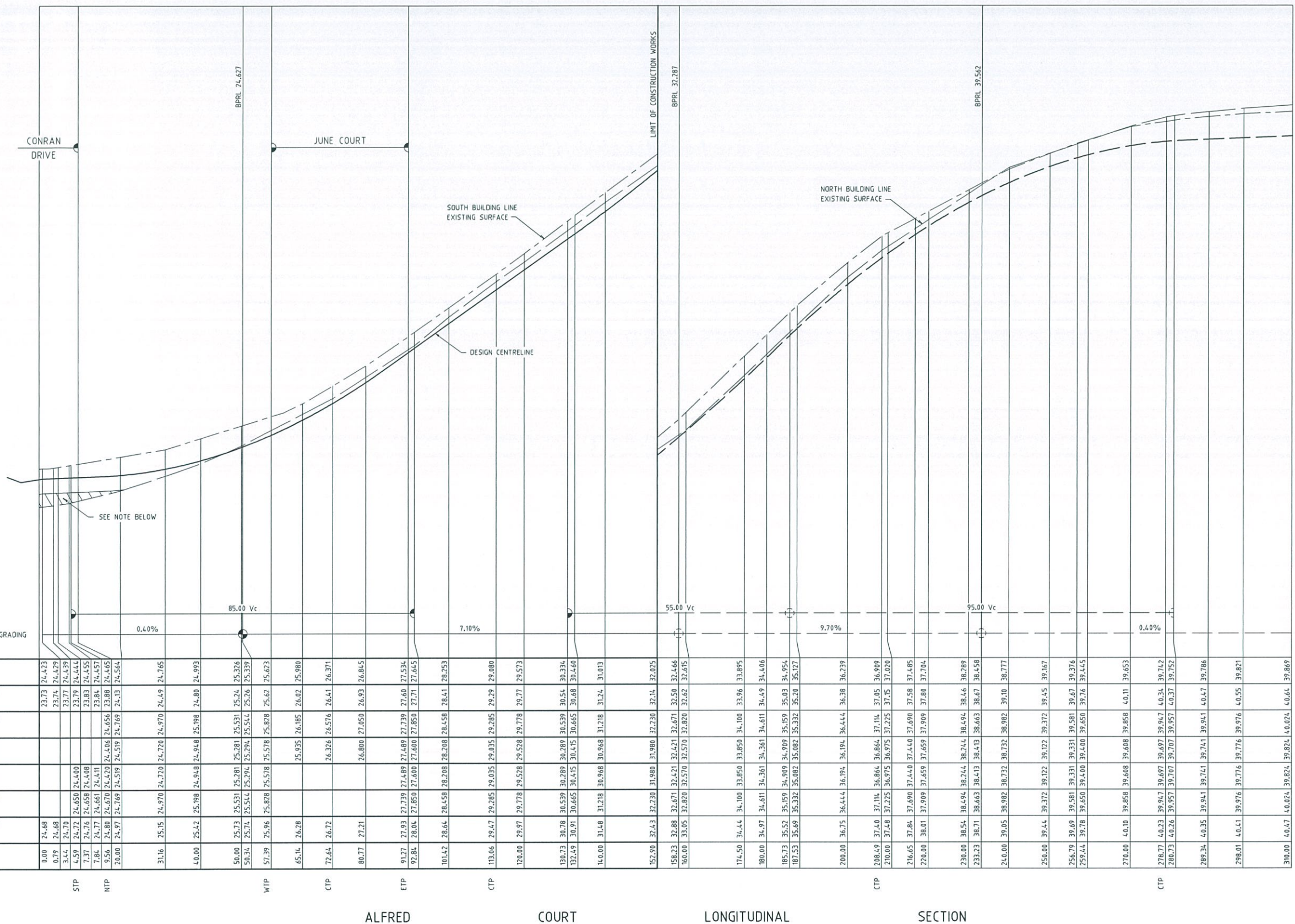


NOTE BASE AND SUBBASE COURSES TO BE COMPACTED TO 98% MODIFIED COMPACTION WITH THE APPROVED SUBGRADE COMPACTED TO 98% STANDARD COMPACTION ALL IN ACCORDANCE WITH THE IDM

WHERE SILTY CLAYEY SAND IS ENCOUNTERED, THE AREA IS TO BE OVEREXCAVATED AND REPLACED WITH COMPACTED CLAY IN LIEU OF LIME STABILIZATION THE BASE LAYER IS TO BE INCREASED 100mm COMPACTED DEPTH 20mm CLASS 3 FCR (SEE CH 6596 FOR EXAMPLE)

AMENDMENTS			 <b>Peter Berry &amp; Associates Pty. Ltd.</b> <b>Civil Engineers</b>	<b>153 Yarra Street</b> <b>Geelong Victoria 3220</b> <b>Telephone: 5223 2799</b>					
				<b>MELWAY REF. 483H9</b>	<b>GOANDRA ESTATE</b> <b>STAGE 7A</b>			<b>MUNICIPALITY</b>	
								<b>GREATER GEELONG</b>	
	05.06.18	VERSION B						<b>SURVEYED</b>	<b>REFERENCE</b>
	<b>DATE</b>	<b>DESCRIPTION</b>	<b>DESIGNED P.J.B.</b>	<b>9313 E<sub>7A</sub></b>					
			<b>DRAWN C.S.</b>						
<b>A1</b>			<b>CHECKED</b>	<b>SCALE AS SHOWN</b>	<b>DATUM</b>	<b>AHD</b>	<b>DATE</b>	<b>OCT '17</b>	<b>SHEET 4 OF 12</b>





SCALES - HORIZ. 1 : 500  
VERT. 1 : 50



**CITY OF GREATER GEELONG**  
**Engineering Plan**  
**APPROVAL**

Approved

Date: 12/6/18

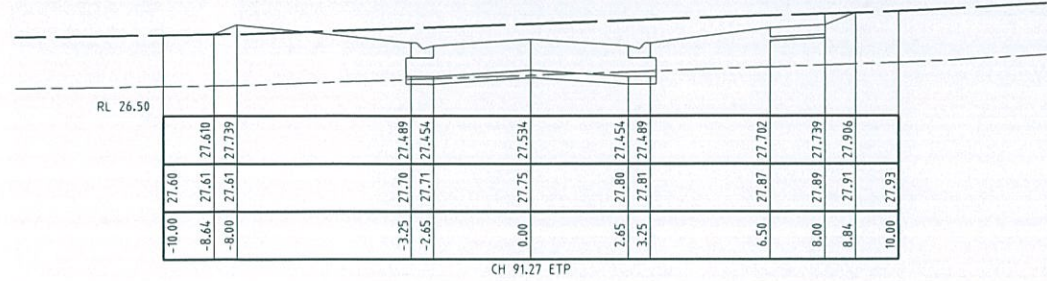


NOTE  
COMPACTED FILL WITHIN ROAD  
RESERVE PLACED IN ACCORDANCE  
WITH AS3798.

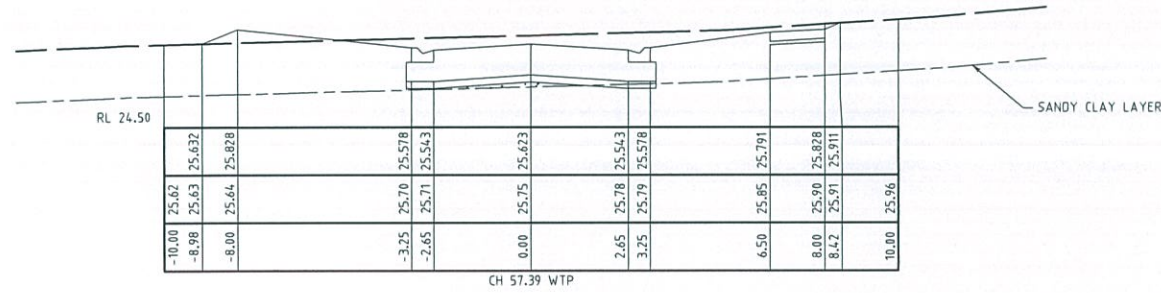
AMENDMENTS				Peter Berry & Associates Pty. Ltd. Civil Engineers				153 Yarra Street Geelong Victoria 3220 Telephone: 5223 2799			
				MELWAY REF. 483H9	GOANDRA ESTATE STAGE 7A				MUNICIPALITY GREATER GEELONG		
	05.06.18	VERSION B		SURVEYED							
DATE	DESCRIPTION		DESIGNED	P.J.B.				REFERENCE 9313 E/7A			
A1			DRAWN	C.S.							
			CHECKED	SCALE AS SHOWN	DATUM	AHD	DATE	OCT '17	SHEET	5 OF 12	



LINE

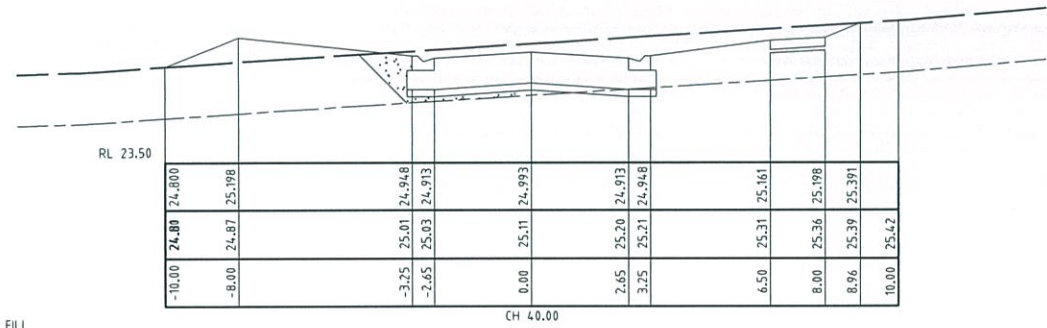


LINE



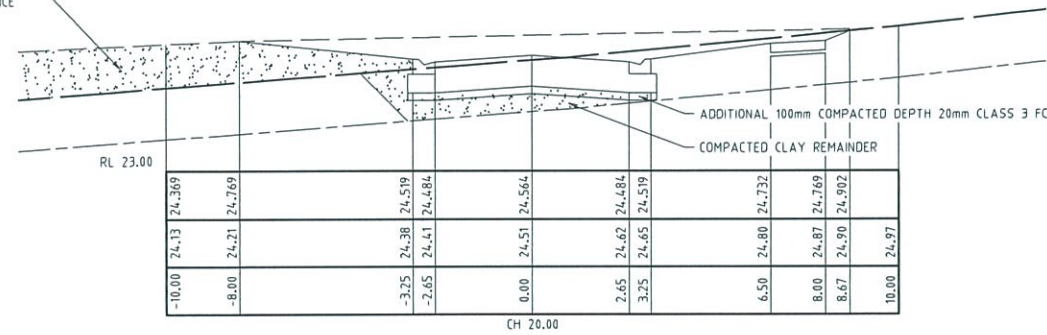
BUILDING

BUILDING

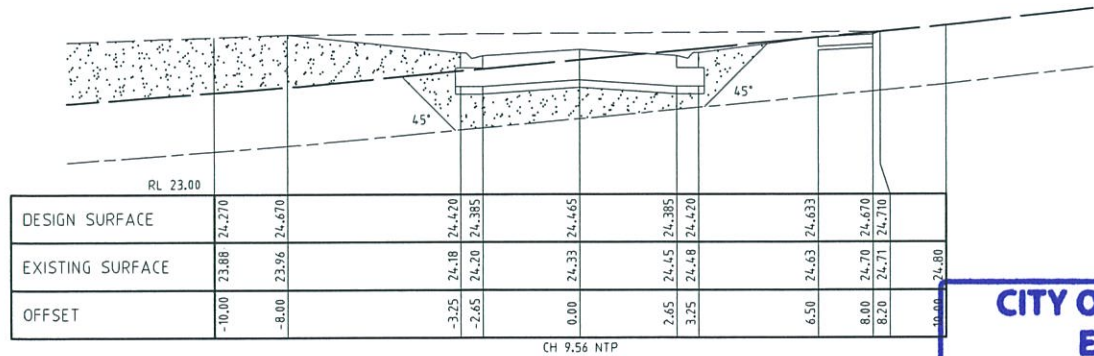


SOUTH

NORTH



DENOTES COMPACTED FILL  
WITHIN ROADS AND LOTS  
PLACED IN ACCORDANCE  
WITH AS3798.



ALFRED COURT CROSS SECTIONS

SCALES - HORIZ. 1: 100  
VERT. 1: 50

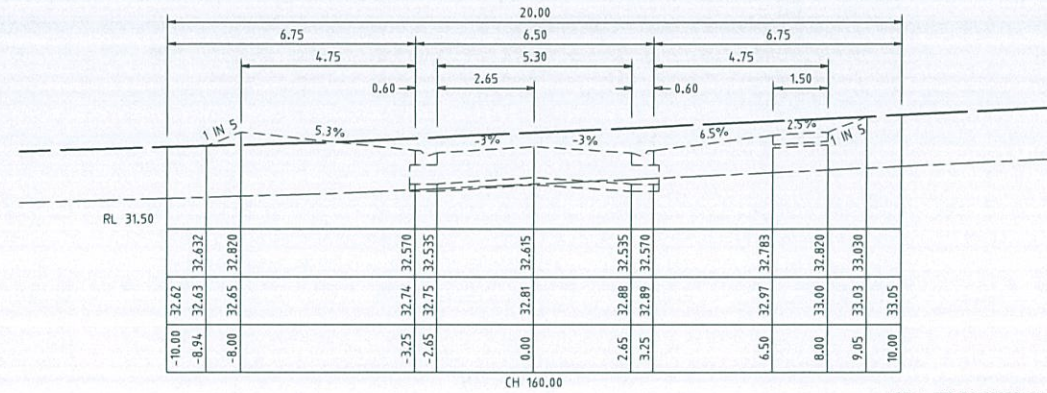
NOTE: BASE AND SUBBASE COURSES TO BE COMPACTED TO 98% MODIFIED COMPACTION WITH THE APPROVED SUBGRADE COMPACTED TO 98% STANDARD COMPACTION ALL IN ACCORDANCE WITH THE IDM.

WHERE SILTY CLAYEY SAND IS ENCOUNTERED, THE AREA IS TO BE OVEREXCAVATED AND REPLACED WITH COMPACTED CLAY IN LIEU OF LIME STABILIZATION THE BASE LAYER IS TO BE INCREASED 100mm COMPACTED DEPTH 20mm CLASS 3 FCR (SEE CH 20.00 FOR EXAMPLE)

**CITY OF GREATER GEELONG**  
**Engineering Plan**  
**APPROVAL**

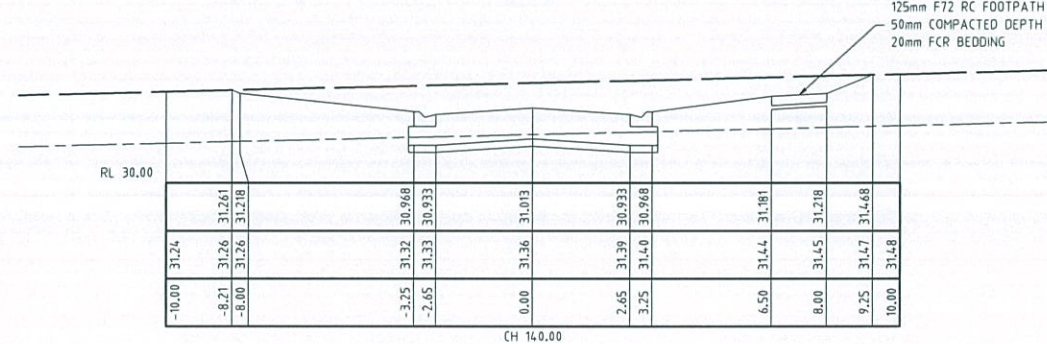
Approved *E. Howe*  
Date: 12/6/18

LINE



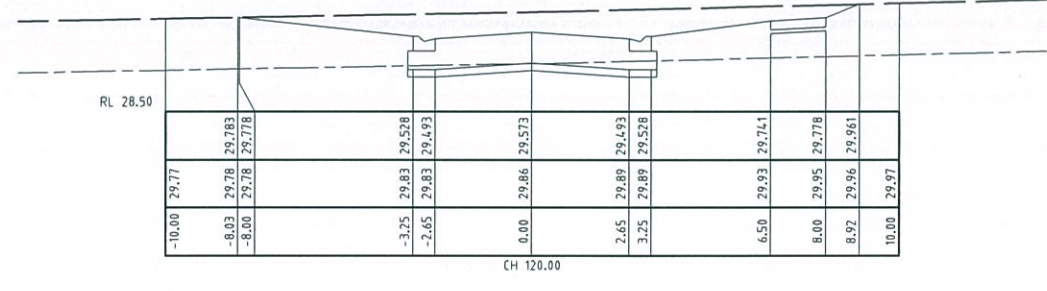
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BUILDING

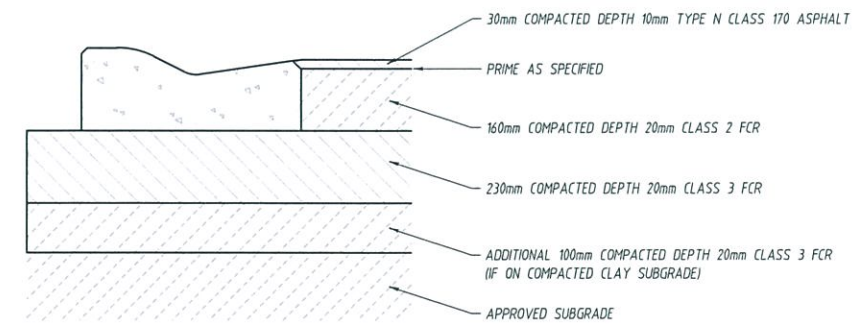
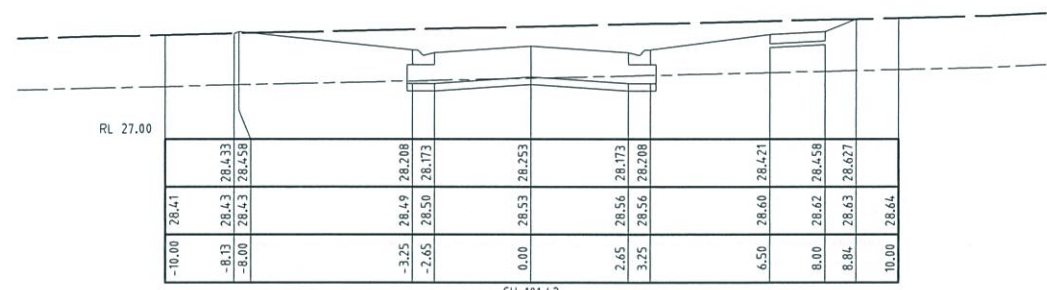


BUILDING

NORTH



SOUTH



AMENDMENTS

DATE	DESCRIPTION
05.06.18	VERSION B
1: 100	2 1 0 2 4 6
1: 50	1 0.5 0 1 2 3
	METRES

**Peter Berry & Associates Pty. Ltd.**  
**Civil Engineers**

MELWAY REF. 4.83H9  
SURVEYED  
DESIGNED P.J.B.  
DRAWN C.S.  
CHECKED

GOANDRA ESTATE  
STAGE 7A

SCALE AS SHOWN DATUM AHD DATE OCT '17

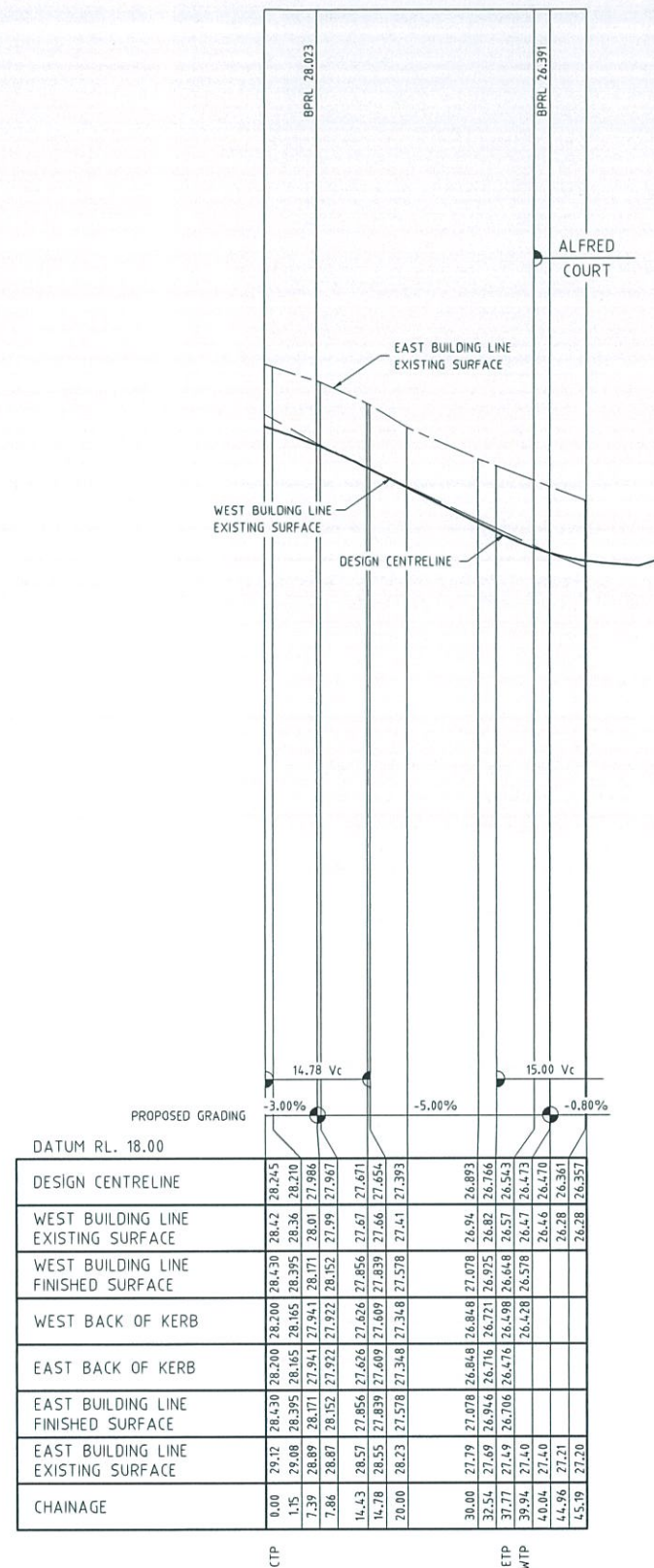
153 Yarra Street  
Geelong Victoria 3220  
Telephone: 5223 2799

MUNICIPALITY  
GREATER GEELONG

REFERENCE  
9313 E/7A

SHEET 6 OF 12





JUNE COURT LONGITUDINAL SECTION

SCALES - HORIZ. 1 : 500  
VERT. 1 : 50

CITY OF GREATER GEELONG

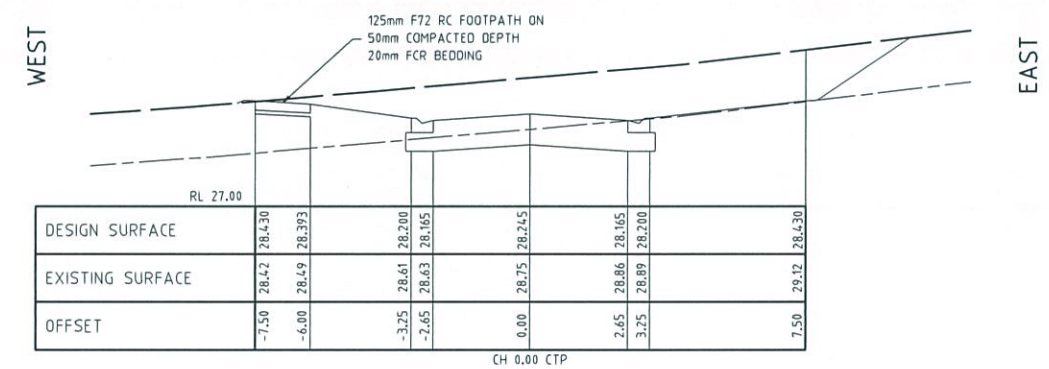
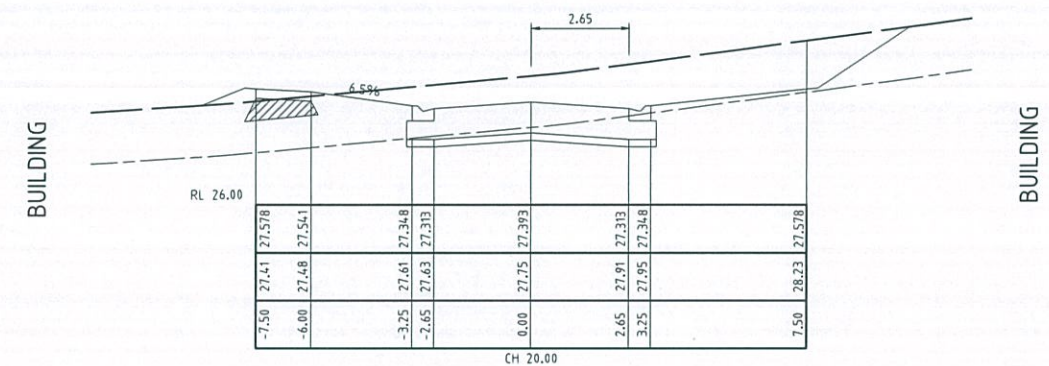
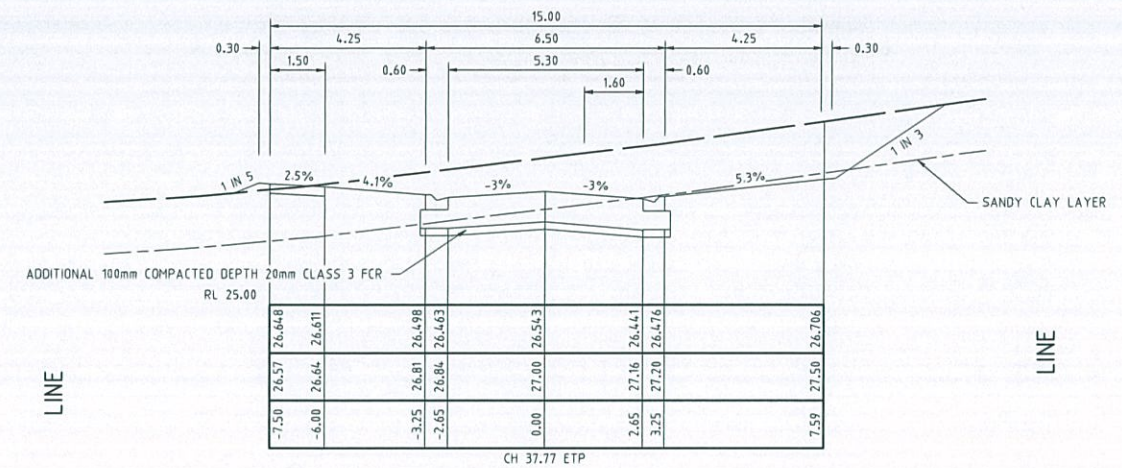
Engineering Plan  
APPROVAL

Approved

Date: 12/6/18

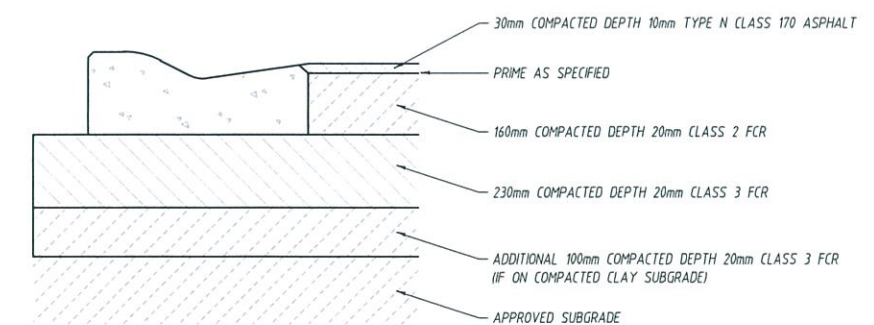
NOTE: BASE AND SUBBASE COURSES TO BE COMPACTED TO 98% MODIFIED COMPACTION WITH THE APPROVED SUBGRADE COMPACTED TO 98% STANDARD COMPACTION ALL IN ACCORDANCE WITH THE IDM.

WHERE SILTY CLAYEY SAND IS ENCOUNTERED, THE AREA IS TO BE OVEREXCAVATED AND REPLACED WITH COMPACTED CLAY IN LIEU OF LME. STABILIZATION THE BASE LAYER IS TO BE INCREASED 100mm COMPACTED DEPTH 20mm CLASS 3 FCR (SEE CH 20.00 FOR EXAMPLE)



JUNE COURT CROSS SECTIONS

SCALES - HORIZ. 1 : 100  
VERT. 1 : 50

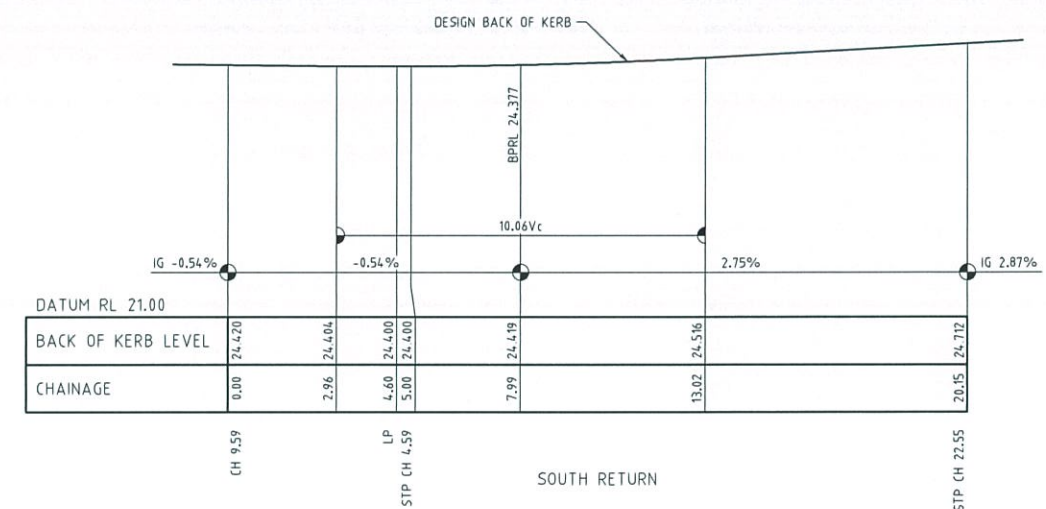
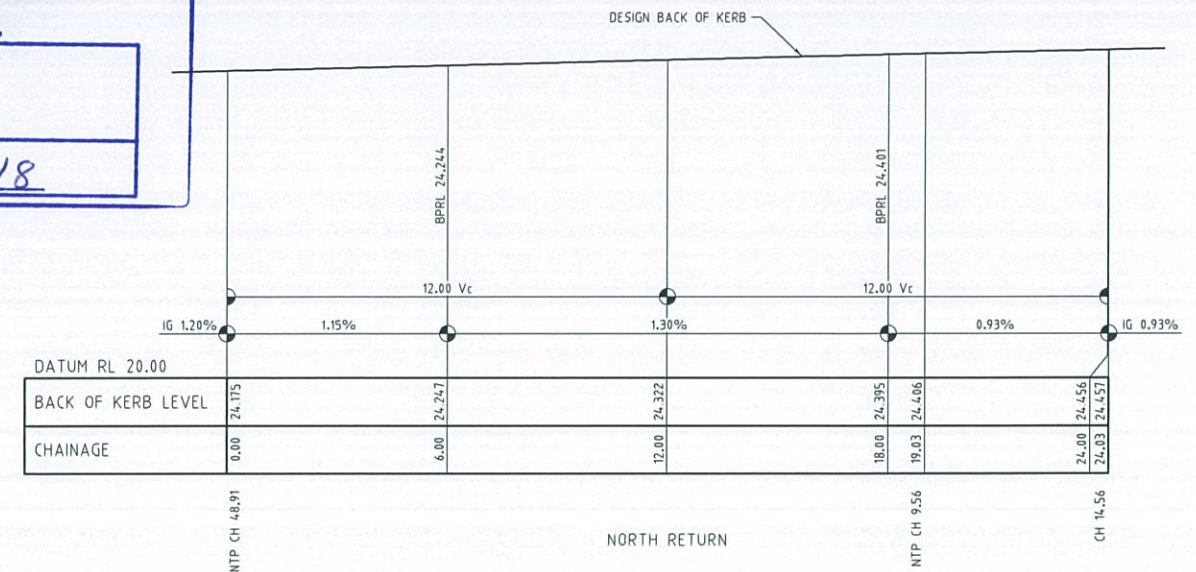
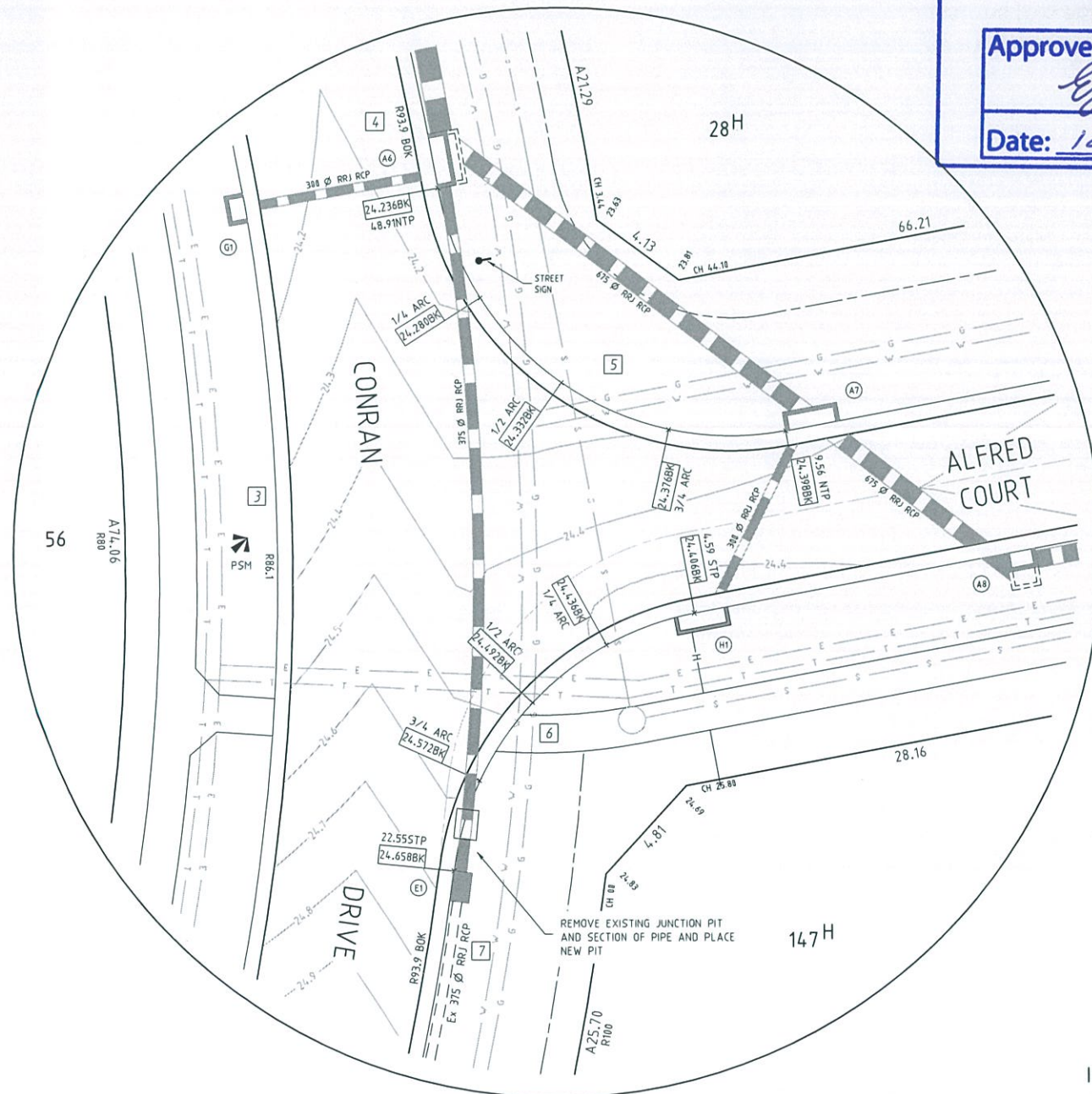


AMENDMENTS			<b>P</b> Peter Berry & Associates Pty. Ltd. Civil Engineers	153 Yarra Street Geelong Victoria 3220 Telephone: 5223 2799
A1	05.06.18	VERSION B	MELWAY REF. 4.83H9	GOANDRA ESTATE STAGE 7A
	DATE	DESCRIPTION	SURVEYED	
	1 : 500 10 5 0 10 20 30 1 : 100 2 1 0 2 4 6 1 : 50 1 0.5 0 1 2 3		DESIGNED P.J.B.	
			DRAWN C.S.	
			CHECKED	SCALE AS SHOWN DATUM AHD DATE OCT '17
				MUNICIPALITY GREATER GEELONG REFERENCE 9313 E/7A SHEET 7 OF 12



**CITY OF GREATER GEELONG**  
Engineering Plan  
**APPROVAL**

Approved  
*EJHorne*  
Date: 12/6/18



INTERSECTION DETAIL

SCALE (A1) 1 : 125

CONTOUR INTERVAL 0.10 m

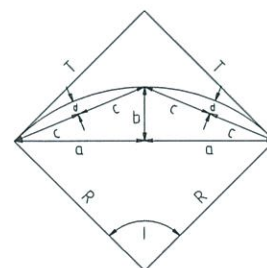
INTERSECTION KERB RETURNS - ALFRED COURT

SCALES - HORIZ. 1 : 100  
VERT. 1 : 50

**CURVE SETOUT TABLE**

CURVE	RADIUS (m)	CH	ARC	a	b	c	d
3	86.10	64°48'00"	54.641	97.377	4.6135	13.403	24.921
4	93.90	33°39'49"	28.407	55.170	27.190	4.023	13.743
5	12.00	90°51'51"	12.182	19.031	8.549	3.579	4.634
6	12.00	72°21'25"	8.776	15.154	7.084	2.314	3.726
7	93.90	14°21'24"	11.827	23.529	11.734	0.736	5.878

NOTE: ALL CURVE RADII LABELLED THUS - 'T' ARE TO BACK OF KERB



CURVE SETOUT DETAIL  
(NOT TO SCALE)

SERVICES LOCATION SCHEDULE

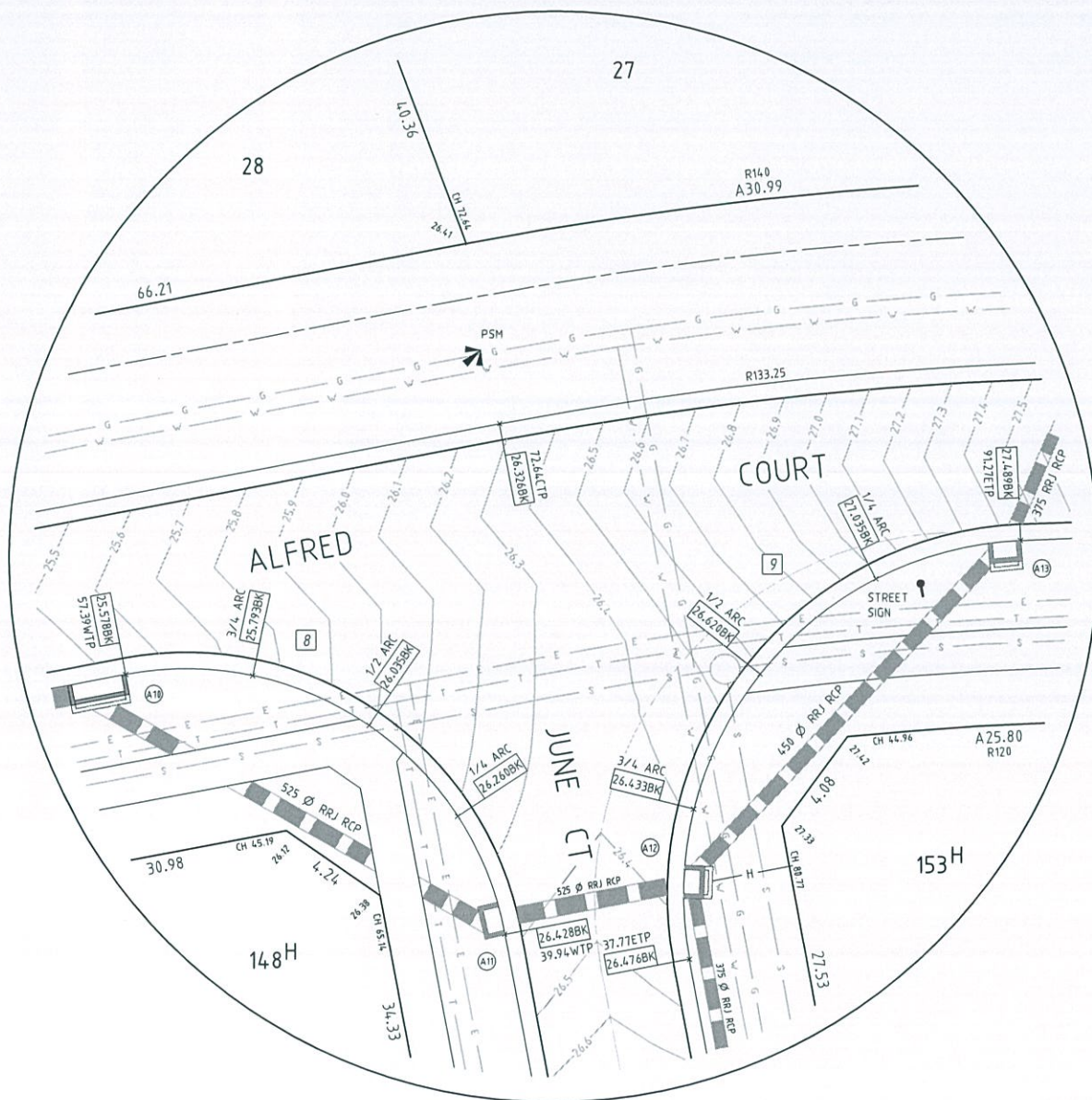
STREET NAME	TELECOM	GAS	WATER	ELECTRICITY	KERB
CONRAN DRIVE	3.25 W	3.45 E	4.05 E	3.85 W	6.10
ALFRED COURT	3.90 N	4.10 S	4.70 S	4.50 N	6.75

AMENDMENTS		MELWAY REF. 483H9		GOANDRA ESTATE STAGE 7A		MUNICIPALITY GREATER GEELONG	
05.06.18	VERSION B	SURVEYED	P.J.B.	DRAWN	C.S.	REFERENCE 9313 E/7A	SHEET 8 OF 12
DATE	DESCRIPTION	CHECKED	SCALE AS SHOWN	DATUM	AHD	DATE	OCT '17

**Peter Berry & Associates Pty. Ltd.**  
Civil Engineers

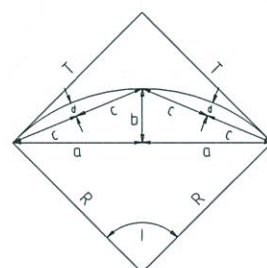
153 Yarra Street  
Geelong Victoria 3220  
Telephone: 5223 2799





CURVE	RADIUS (m)	I	T	ARC	a	b	c	d
8	12.00	89°59'58"	12.000	18.849	8.485	3.515	4.592	0.913
9	13.00	98°12'45"	15.011	22.284	9.827	4.489	5.482	1.176

NOTE: ALL CURVE RADII LABELLED THUS - [ ] ARE TO BACK OF KERB



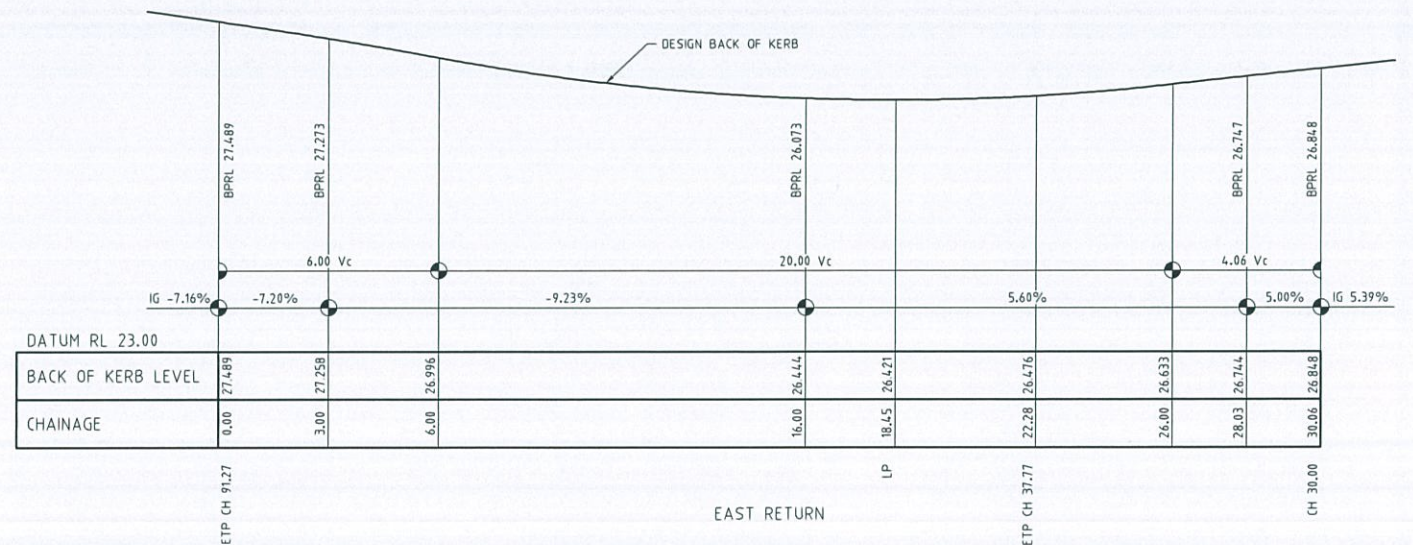
CURVE SETOUT DETAIL  
(NOT TO SCALE)

# CITY OF GREATER GEELONG Engineering Plan APPROVAL

Approved

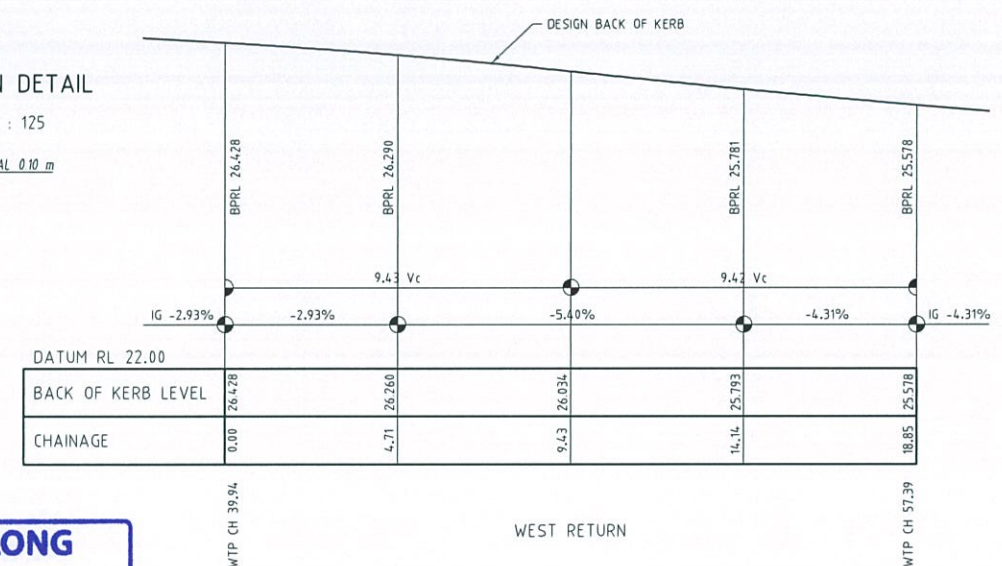
*E. Howe*

Date: 12/16/18



## INTERSECTION DETAIL

SCALE (A1) 1 : 125  
CONTOUR INTERVAL 0.10 m



## INTERSECTION KERB RETURNS - JUNE COURT

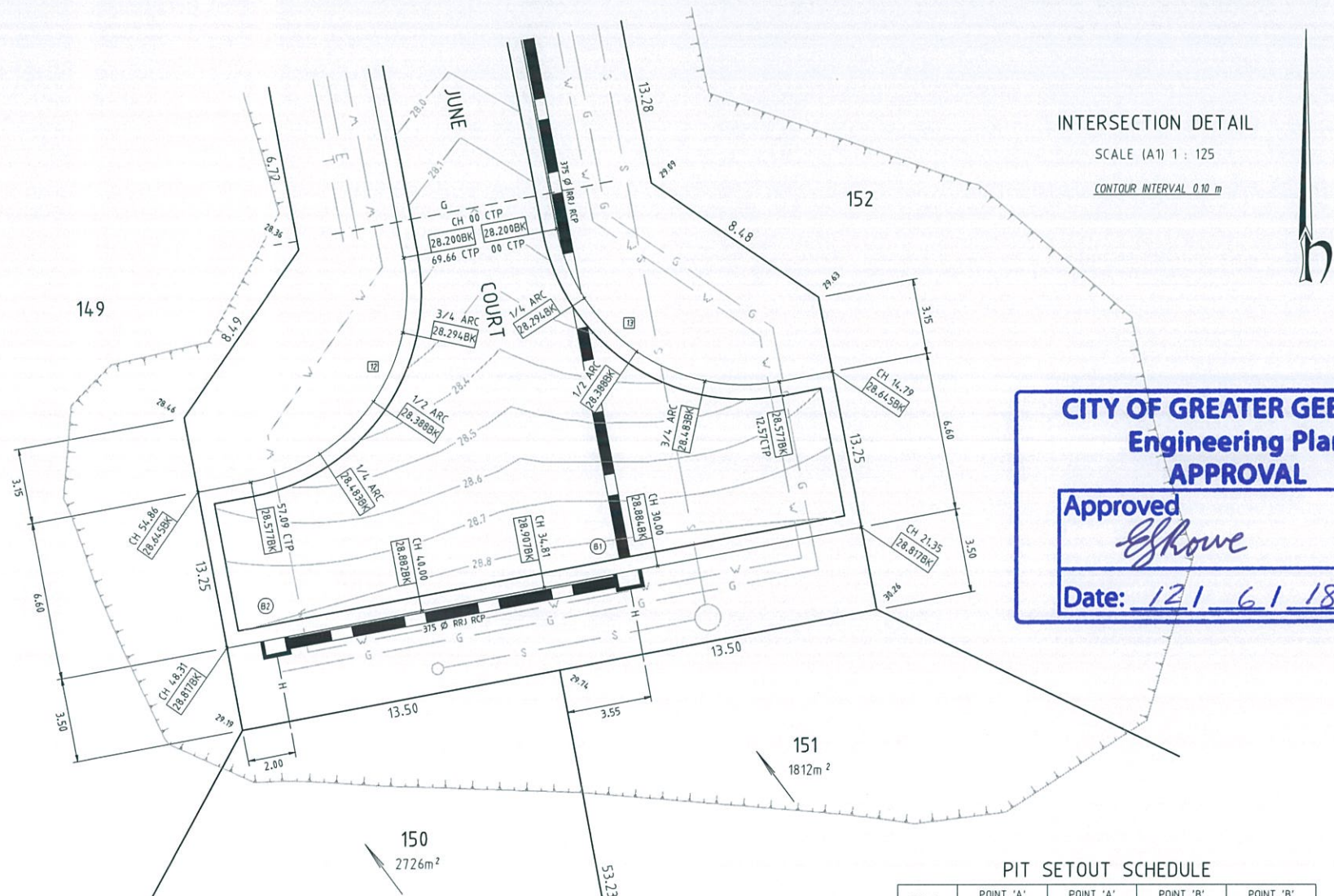
SCALES - HORIZ. 1 : 100  
VERT. 1 : 50

### SERVICES LOCATION SCHEDULE

STREET NAME	TELECOM	GAS	WATER	ELECTRICITY	KERB
ALFRED COURT	3.90 N	4.10 S	4.70 S	4.50 N	6.75
JUNE COURT	1.90 W	2.10 E	2.70 E	2.50 W	4.75

AMENDMENTS		<b>Peter Berry &amp; Associates Pty. Ltd.</b> Civil Engineers MELWAY REF. 483H9 SURVEYED DESIGNED P.J.B. DRAWN C.S. CHECKED	GOANDRA ESTATE STAGE 7A SCALE AS SHOWN DATUM AHD DATE OCT '17	MUNICIPALITY GREATER GEELONG REFERENCE 9313 E/7A SHEET 9 OF 12
	05.06.18			
	DATE			
	DESCRIPTION			
A1	1:125 12.5 6.25 0 12.5 25 37.5 1:100 2 1 0 2 4 8 1:50 1 0.5 0 1 2 3			





# INTERSECTION DETAIL

SCALE (A1) 1 : 125

CONTOUR INTERVAL 0.10 m

CITY OF GREATER GEELONG  
Engineering Plan  
APPROVAL

Approved

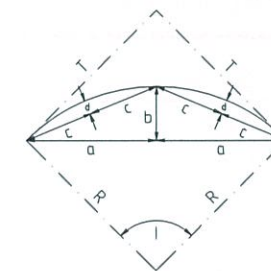
Date: 12/1/18

## PIT SCHEDULE

PIT No.	PIT TYPE	LENGTH	WIDTH	INLET	PIPE Ø	OUTLET	PIPE Ø	FINISHED SURFACE R.L.	PIT DEPTH	IOH/VICROADS STANDARD DRAWING
A1	PRECAST CONCRETE ENDWALL	-	-	21.82	900	21.82	900	22.90	1.08	VICROADS SD1931 REV B
A2	HAUNCHED DOUBLE SIDE ENTRY PIT	1900	900	21.95	900	21.90	900	23.95	2.05	SD 410, SD 450
A3	HAUNCHED DOUBLE SIDE ENTRY PIT	1900	1050	22.08	750	22.00	900	23.95	1.95	SD 410, SD 450
A4	HAUNCHED SIDE ENTRY PIT	900	1050	22.22	750	22.17	750	24.00	1.83	SD 410, SD 440
A5	HAUNCHED SIDE ENTRY PIT	900	1050	22.37	750	22.32	750	24.08	1.76	SD 410, SD 440
A6	HAUNCHED DOUBLE SIDE ENTRY PIT	1900	1050	22.52	675	22.44	750	24.17	1.73	SD 410, SD 450
A7	DOUBLE SIDE ENTRY PIT	1900	600	22.70	675	22.65	675	24.41	1.76	SD 450
A8	HAUNCHED SIDE ENTRY PIT	900	1350	22.83	675	22.78	675	24.48	1.70	SD 410, SD 440
A9	HAUNCHED SIDE ENTRY PIT	900	900	23.08	600	23.00	675	24.79	1.79	SD 410, SD 440
A10	HAUNCHED DOUBLE SIDE ENTRY PIT	1900	900	23.85	525	23.77	600	25.55	1.78	SD 410, SD 450
A11	HAUNCHED SIDE ENTRY PIT	900	900	24.40	525	24.35	525	26.41	2.06	SD 410, SD 440
A12	HAUNCHED SIDE ENTRY PIT	900	900	24.71	450	24.63	525	26.43	1.80	SD 410, SD 440
A13	HAUNCHED SIDE ENTRY PIT	900	900	25.31	375	25.23	450	27.44	2.21	SD 410, SD 440
A14	HAUNCHED SIDE ENTRY PIT	900	900	25.60	375	25.55	375	27.48	2.13	SD 410, SD 440
A15	HAUNCHED SIDE ENTRY PIT	900	900	30.38	375	30.33	375	32.36	2.03	SD 410, SD 440
B1	SIDE ENTRY PIT	900	600	27.29	375	27.24	375	28.89	1.65	SD 440
B2	SIDE ENTRY PIT	900	600	-	-	27.53	375	28.84	1.31	SD 440
C1	JUNCTION PIT	900	600	-	-	25.80	225	27.05	1.25	SD 425
D1	SIDE ENTRY PIT	900	600	23.15	375	23.10	375	24.65	1.55	SD 440
E1	SIDE ENTRY PIT	900	600	-	-	23.30	375	24.73	1.43	SD 440
F1	JUNCTION PIT (INLET CATCH PIT)	600	900	23.55	-	22.82	375	23.55	0.73	SD 460
G1	SIDE ENTRY PIT	900	600	-	-	23.14	300	24.17	1.03	SD 440
H1	DOUBLE SIDE ENTRY PIT	1900	600	-	-	23.37	300	24.40	1.03	SD 440
I1	SIDE ENTRY PIT	900	600	-	-	23.74	300	24.95	1.19	SD 440

NOTE: PIT DENOTED THUS "A" IS TO BE HAUNCHED TO AN OPENING OF 900mm x 600mm (INTERNAL DIMENSIONS) WITH APPROPRIATE COVER.

PIT DENOTED THUS "a" IS TO BE HAUNCHED TO AN OPENING OF 1900mm x 600mm (INTERNAL DIMENSIONS) WITH APPROPRIATE COVER.



## CURVE SETOUT DETAIL

(NOT TO SCALE)

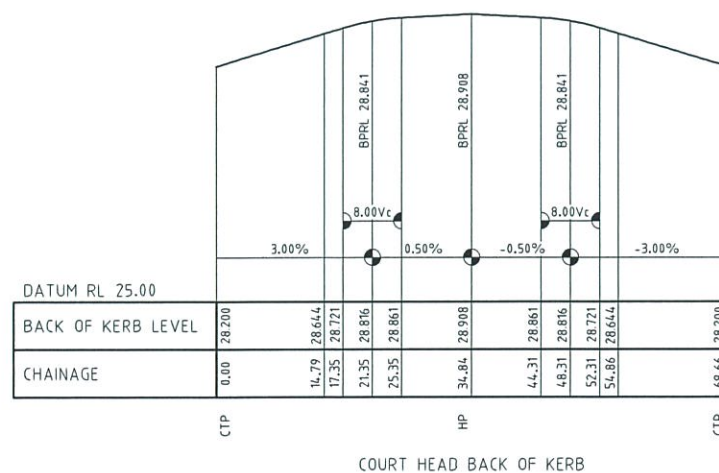
## CURVE SETOUT TABLE

CURVE	RADIUS (m)	I	T	ARC	a	b	c	d
12	8.00	90°00'00"	8.000	12.566	5.657	2.343	3.861	0.689
13	8.00	90°00'00"	8.000	12.566	5.657	2.343	3.861	0.689

NOTE: ALL CURVE RADII LABELLED THUS - [ ] ARE TO BACK OF KERB

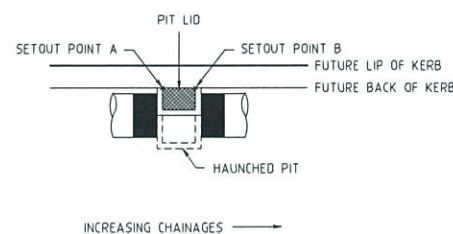
## SERVICES LOCATION SCHEDULE

STREET NAME	TELECOM	GAS	WATER	ELECTRICITY	KERB
JUNE COURT	1.90 W	2.10 E	2.70 E	2.50 W	4.75



## PIT SETOUT SCHEDULE

PIT No.	POINT 'A' E	POINT 'A' N	POINT 'B' E	POINT 'B' N
A1	4430.98	1701.71	CENTRE OF	HEADWALL
A2	4447.68	1706.67	4446.58	1708.21
A3	4454.06	1711.17	4452.95	1712.71
A4	4461.17	1699.20	4460.76	1700.00
A5	4467.19	1683.84	4466.94	1684.70
A6	4469.60	1673.50	4469.26	1675.37
A7	4483.82	1663.64	4485.69	1663.99
A8	4492.66	1658.69	4493.54	1658.85
A9	4508.61	1661.69	4509.49	1661.86
A10	4529.87	1665.68	4531.73	1666.05
A11	4545.86	1656.65	4545.65	1657.53
A12	4552.47	1657.98	4552.50	1658.88
A13	4563.86	1670.88	4564.75	1670.96
A14	4566.95	1677.55	4567.85	1677.57
A15	4630.55	1671.09	4631.44	1670.98
B1	4562.23	1604.08	4563.11	1604.25
B2	4548.33	1601.46	4547.45	1601.30
D1	4427.05	1738.16	4426.33	1738.69
E1	4470.18	1644.92	4470.29	1645.82
F1	4460.40	1733.45	CENTRE OF	PIT
G1	4461.93	1672.13	4461.77	1673.01
H1	4479.33	1656.15	4481.19	1656.53
I1	4513.15	1669.16	4514.03	1669.33

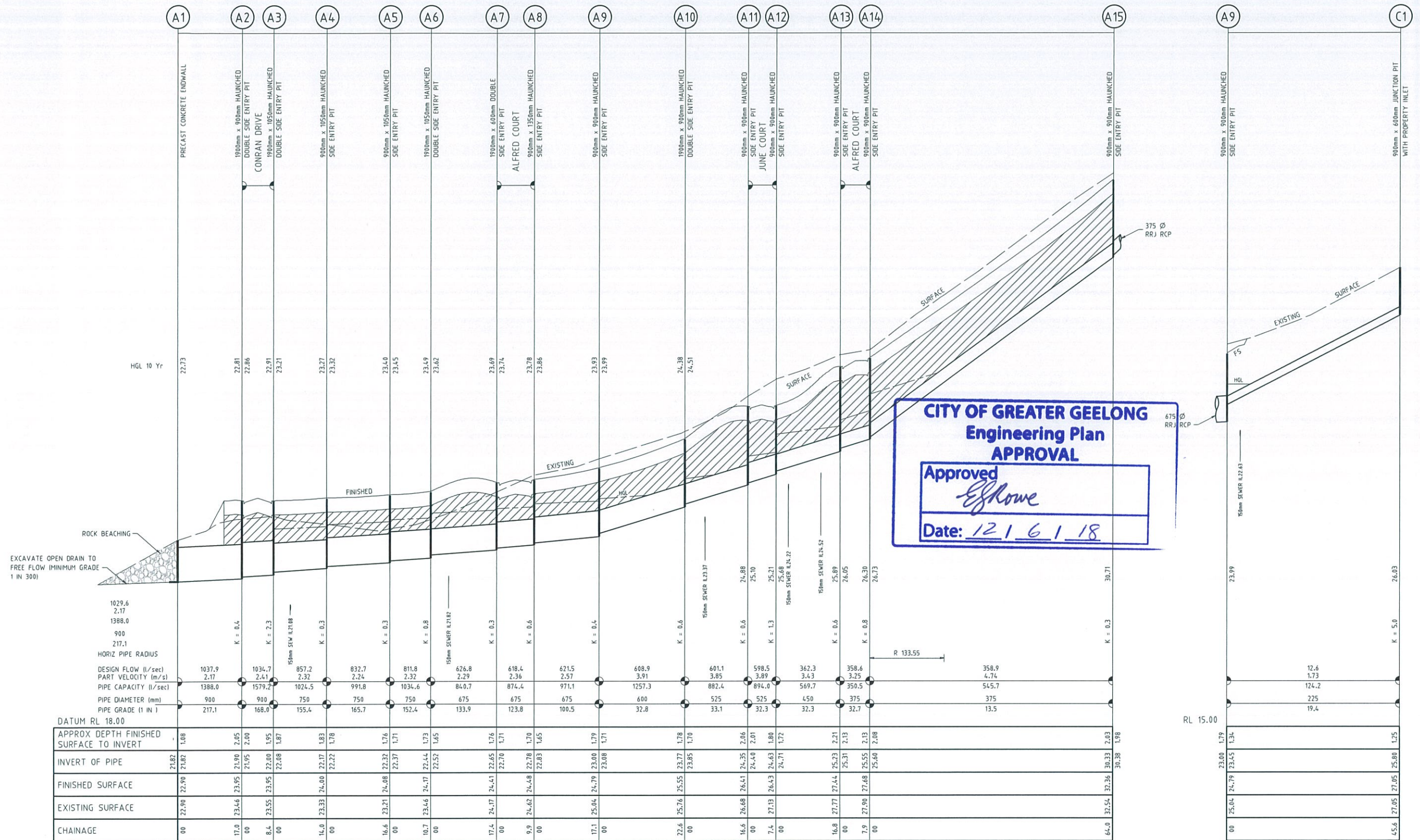


Peter Berry & Associates Pty. Ltd.  
Civil Engineers

153 Yarra Street  
Geelong Victoria 3220  
Telephone: 5223 2799

AMENDMENTS	MELWAY REF. 483H9	SURVEYED	GOANDRA ESTATE STAGE 7A	MUNICIPALITY GREATER GEELONG
05.06.18	VERSION B	DESIGNED P.J.B.	REFERENCE 9313 E/7A	
DATE	DESCRIPTION	DRAWN C.S.		
1:500 10 5 8 10 20 30 1:125 12.5 6.25 0 12.5 25 37.5 1:50 1 0.5 0 1 2 3	CHECKED	SCALE AS SHOWN	DATUM AHD	DATE OCT '17





CITY OF GREATER GEELONG  
Engineering Plan  
APPROVAL  
Approved  
Date: 12/6/18

DRAINAGE

LONGITUDINAL

SECTION

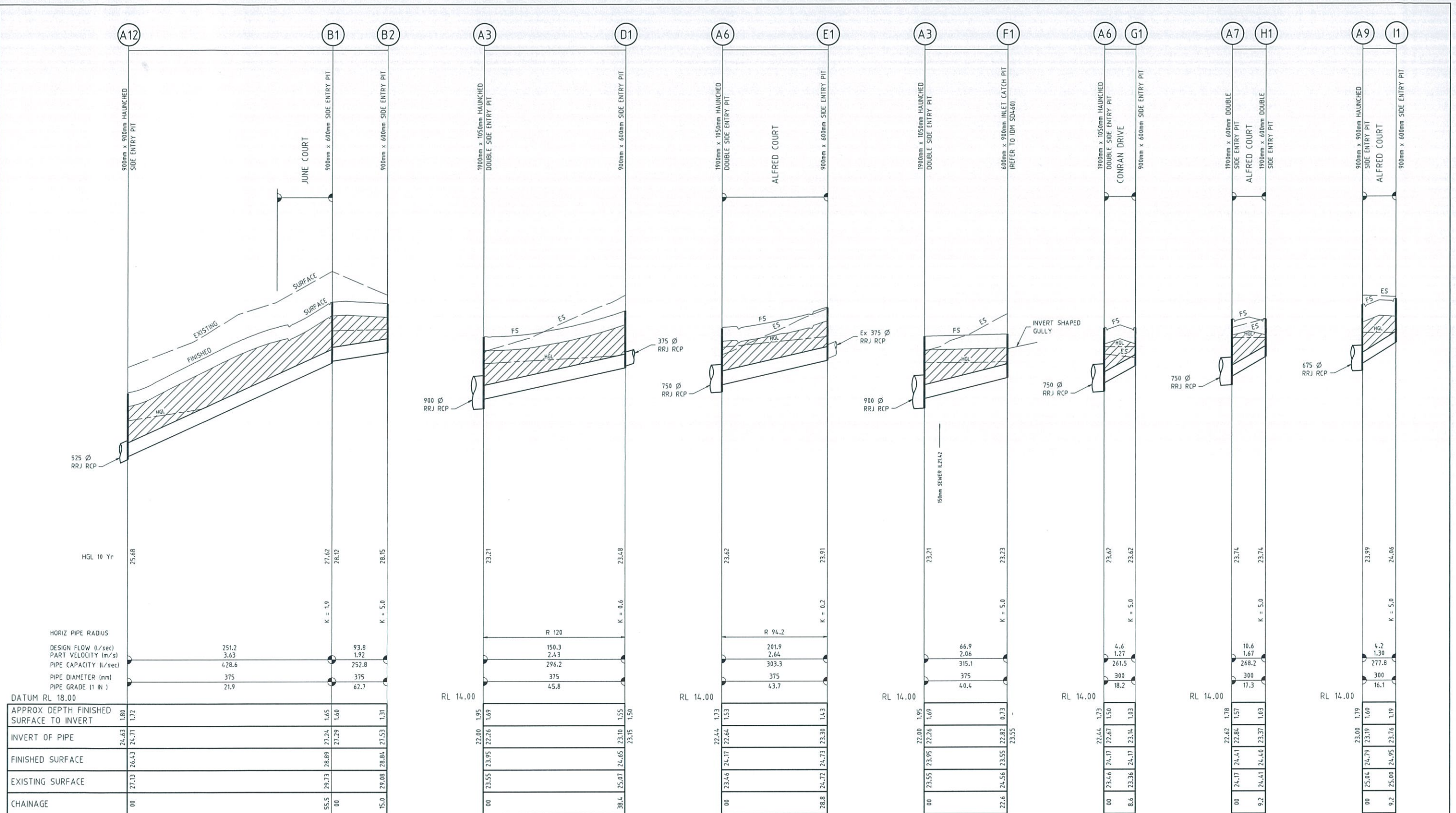
SCALES - HORIZ. 1 : 500  
VERT. 1 : 50

NOTE  
ALL SUMPS IN PRECAST PITS ARE TO BE INFILLED  
WITH CONCRETE FLUSH TO THE INVERT LEVEL OF  
THE OUTLET PIPE.



AMENDMENTS		<b>Peter Berry &amp; Associates Pty. Ltd.</b> Civil Engineers 153 Yarra Street Geelong Victoria 3220 Telephone: 5223 2799	MUNICIPALITY GREATER GEELONG REFERENCE 9313 E/7A SHEET 11 OF 12
05.06.18	VERSION B	MELWAY REF. 483H9	
DATE	DESCRIPTION	SURVEYED	
		DESIGNED P.J.B.	
		DRAWN C.S.	
		CHECKED	
SCALE AS SHOWN		DATUM AHD	DATE OCT '17





## DRAINAGE

SCALES - HORIZ. 1 : 500  
VERT. 1 : 50

ALL SLIMPS IN PRECAST PITS ARE TO BE INFILLED WITH CONCRETE FLUSH TO THE INVERT LEVEL OF THE OUTLET PIPE.



# Goandra Estate

## Stage 7A

### Ocean Grove

#### NOTES:

##### GENERAL

- ALL WORKS ARE TO BE CARRIED OUT IN ACCORDANCE WITH THE WATER SERVICES ASSOCIATION OF AUSTRALIA WATER AND SEWER CODES WSA 02-2002 OR 03-2011 MRWA VERSION AND RELEVANT BARWON WATER SUPPLEMENTARY DOCUMENTATION.
- CONTACT PRIOR TO COMMENCEMENT OF WORKS:  
  
CITY OF GREATER GEELONG  
POWERCOR  
WESTAR  
TELECOMMUNICATIONS PROVIDERS  
VICTORIAN WORKCOVER AUTHORITY
- BARWON WATER IS TO BE NOTIFIED 7 CLEAR DAYS PRIOR TO THE COMMENCEMENT OF WORKS BY BOTH THE CONSULTING ENGINEER AND THE CONTRACTOR.
- PROPERTY OWNERS ARE TO BE NOTIFIED BY THE CONSULTANT IN WRITING 14 CLEAR DAYS PRIOR TO THE COMMENCEMENT OF WORKS.
- COPY OF CADASTRAL MAP GRID (MGA) CONNECTION AND COPY OF AUSTRALIAN HEIGHT DATUM (AHD) CONNECTION IS TO BE PROVIDED BY THE CONTRACTOR.
- THE WORKS SHALL BE EFFECTED BETWEEN THE HOURS OF 8.00AM AND 5.00PM MONDAY-FRIDAY. IN THE EVENT THAT WORKS ARE TO BE EFFECTED OUTSIDE THESE WORKING HOURS A LETTER REQUESTING APPROVAL FOR SUCH OUT OF HOURS WORK SHALL BE LODGED WITH THE SENIOR QUALITY AUDITOR 48 HOURS PRIOR TO PLANNED WORKS.
- ALL SERVICES ARE TO BE LOCATED ON SITE PRIOR TO ANY EXCAVATION.
- IL'S OF EXISTING SEWER AND WATER MAINS ARE TO BE CHECKED PRIOR TO COMMENCEMENT OF WORKS.
- CLASS 2 BACKFILL TO BE USED UNDER DRIVEWAYS FOR WATER AND SEWER.
- PVC JOINTS TO HAVE ELASTOMERIC SEALS.
- THE CONTRACTOR SHALL COMPLY WITH SAFETY REQUIREMENTS RELATING TO WORKING NEAR POWER LINES AS SET OUT BY THE CHIEF ELECTRICAL INSPECTOR. WHERE NECESSARY, AN ACCREDITED TRAINED SPOTTER IS TO BE PROVIDED.
- ANY WORK INVOLVING THE REMOVAL (CUTTING AND HANDLING), STORAGE, TRANSPORTATION AND DISPOSAL OF WASTE ASBESTOS CEMENT (AC) PIPES MUST BE CARRIED OUT IN ACCORDANCE WITH THE OCCUPATIONAL HEALTH AND SAFETY (ASBESTOS) REGULATIONS 1992 AND RELEVANT CODES OF PRACTICE (REMOVAL), THE ENVIRONMENTAL PROTECTION (PRESCRIBED WASTE) REGULATIONS 1998 (STORAGE, TRANSPORTATION AND DISPOSAL), AND BARWON WATER'S SAFETY MANAGEMENT SYSTEM 'SAFEAS'. A CERTIFICATE OF DISPOSAL IS TO BE INCLUDED WITH 'AS CONSTRUCTED' PACKAGE SUBMITTED TO BARWON WATER UPON PROJECT COMPLETION.
- MINIMUM COVER (MEASURED FROM LIP OF KERB). REFER TO BARWON WATER SUPPLEMENTARY CODE.

ZONE	MIN COVER
RESIDENTIAL/RURAL	
- FOOTWAY	750mm
- CARRIAGEWAY	850mm
COMMERCIAL/INDUSTRIAL	
- FOOTWAY	900mm
- CARRIAGEWAY	900mm
VKROADS	
- CARRIAGEWAY	1200mm

- MAXIMUM COVER TO TOP OF PIPE SHOULD NOT TO EXCEED 1.50m FROM FINISHED SURFACE
- ALL MAINS TO BE LAID OVER DRAINS UNLESS NOTED OTHERWISE.

##### WATER

- ALL ALLOTMENTS ARE TO BE PROVIDED WITH A WATER SERVICE AS PART OF WATER RETICULATION WORKS (REFER TO BARWON WATER STANDARD DWG'S 70112 & 70201).  
  
THE WATER MAIN IS TO BE TAPPED USING A TAPPING SADDLE AND PRESSURE FERRULE (FERRULE IS TO BE LEFT OPEN). A MINIMUM SIZE SERVICE (ie 20mm COPPER, 25mm PE) IS THEN TO BE EXTENDED TO A POINT 500mm WITHIN THE PROPERTY. THE SERVICE IS TO BE A CONTINUOUS LENGTH WITH NO JOINTS. IN THE CASE OF PE OR ANY OTHER NON-METALLIC SERVICE BEING INSTALLED, A COPPER TRACE WIRE IS TO BE INCORPORATED. A BURIED BALL VALVE IS TO BE PLACED AT THE END OF THE SERVICE AND BACKFILLED WITH SAND TO DESIGN SURFACE LEVEL. A PLASTIC PROTECTIVE COVER IS TO BE PLACED OVER THE BALL VALVE. THE BALL VALVE (FEMALE END) IS TO BE PLUGGED WITH A PLASTIC CAP. DETECTOR TAPE FROM THE BALL VALVE TO BE RUN TO SURFACE LEVEL.

- PE PIPE TO BE LAID IN ACCORDANCE WITH WSA-01. LONG RADIUS BENDS OR DEFLECTION ONLY TO BE USED FOR CHANGE OF DIRECTION. NO COMPRESSION BENDS TO BE USED.
- THRUST BLOCKS ARE TO BE CONSTRUCTED AS PER DRAWING MRWA-W-204, MRWA-W-205(A,B,C), MRWA-W-206, BWA-SD-W002 AND BWA-SD-W003. A HOLD POINT IS REQUIRED AT TIME OF CONSTRUCTION OF THE THRUST BLOCK TO ALLOW THE CONSULTANT TO WITNESS AND ACCEPT INSTALLATION OF THRUST BLOCKS PRIOR TO BACKFILL. THRUST BLOCK CHECKLIST TO BE SUBMITTED TO BARWON WATER WITH COMPLETION OF WORKS PACKAGE.
- MARKER POSTS ARE TO BE PLACED AT STOP VALVES AND FIRE PLUGS IN ACCORDANCE WITH WSA AND CFA GUIDELINES.
- MONT TAP (MT) AND ANY TAPPING WITHIN THE ROAD PAVEMENT TO HAVE HEAVY DUTY COVER (FITZROY BOX 150mm x 125mm).
- CURVED WATER MAINS:  
PVC WATERMAINS LAID ON A HORIZONTAL CURVE ARE TO BE CONSTRUCTED AS FOLLOWS -  
  
A MINIMUM RADIUS OF 34.4m (FOR A 6m LENGTH OF PIPE) ALLOWS 1 DEGREE DEFLECTION IN EACH JOINT. FOR SMALLER RADII DI DOUBLE SOCKET CONNECTORS MAY BE USED THAT ALLOW 3 DEGREES DEFLECTION IN EACH SOCKET.  
  
WHERE THE HORIZONTAL RADIUS IS LESS THAN THE STANDARD MINIMUM BUT GREATER THAN 29m, EACH 6m PIPE LENGTH SHALL HAVE ITS COLLAR REMOVED AND THEN CUT TO AN APPROPRIATE LENGTH TO FOLLOW AROUND THE ARC LINE (MINIMUM LENGTH 3m). EACH CUT END IS TO BE CHAMFERED AND THEN JOINED USING DI DOUBLE SOCKET CONNECTORS (DOUBLE SOCKET CONNECTORS THAT ARE CAPABLE OF 3 DEGREES DEFLECTION IN EACH SOCKET SHALL BE USED). EACH SOCKET CONNECTOR IS TO BE TAPPED OR ANCHORED TO ENSURE NO JOINT MOVEMENT.  
  
WHERE THE HORIZONTAL RADIUS IS LESS THAN 29m, 11.25 DEGREE, 22.5 DEGREE AND 45 DEGREE BENDS ARE TO BE USED.
- POTABLE AND/OR RECYCLED WATER SUPPLY MAINS MUST BE CLEANED, SWABBED, PRESSURE TESTED, DISINFECTED (WHERE REQUIRED) AND WATER QUALITY TESTED STRICTLY IN ACCORDANCE WITH BARWON WATER'S "WATER QUALITY GUIDANCE FOR COMMISSIONING ASSETS IN CONTACT WITH POTABLE WATER OR CLASS A RECYCLED WATER" DOCUMENT (DATED 24.09.15), IN THE FOLLOWING SEQUENCE.  
  
- FOLLOWING CONNECTION OF THE NEW WATER MAINS TO THE EXISTING SUPPLY SYSTEM, LINES ARE TO BE SWABBED IN ACCORDANCE WITH SECTIONS 6.7 AND 18 OF WSA 03-2011 MRWA EDITION.

SWAB ENTRY AND DISCHARGE POINTS CAN BE THROUGH FIREPLUGS FOR DN100-DN200mm WATER MAINS OR INSERTED DIRECTLY INTO THE MAIN DURING PIPE LAYING. THE LOCATION AND DIRECTION OF SWABS ARE SHOWN ON THE PLAN.

SWAB DISCHARGE CONTROL UNITS WILL BE REQUIRED FOR ALL LARGER PIPE SIZES OR ANY PIPE SIZE WHERE A SWAB CANNOT BE DISCHARGED THROUGH A FIREPLUG (REFER WAT-1321-M).

- FOLLOWING SWABBING ALL MAINS ARE TO BE HYDROSTATIC PRESSURE TESTED AT THE CORRECT TEST PRESSURE CORRESPONDING TO THE NOMINATED DESIGN HEAD WITH ALL TEST RESULTS RECORDED AND INCLUDED WITH THE 'AS CONSTRUCTED' PACKAGE SUBMITTED TO BARWON WATER UPON PROJECT COMPLETION.

THE CONTRACTOR MUST GIVE BARWON WATER'S SENIOR QUALITY AUDITOR 3 (THREE) CLEAR WORKING DAYS NOTICE IN WRITING OF THE DATE AND TIME OF THE PROPOSED TEST.

- FOR WATER MAINS 225mm AND ABOVE OR WHERE DIRECTED BY BARWON WATER'S SENIOR QUALITY AUDITOR (ie. FOR MAINS SMALLER THAN 225mm OR EXISTING MAINS THAT ARE LIKELY TO BE CONTAMINATED FROM CONSTRUCTION WORKS), WATER MAINS ARE TO BE DISINFECTED, FLUSHED AND WATER QUALITY TESTED IN ACCORDANCE WITH SECTIONS 19.5 AND 20 OF WSA 03-2011 MRWA EDITION AND MRWA SPECIFICATIONS 04-01 AND 04-02.

THE CONTRACTOR/CONSULTANT TO ARRANGE TESTING WITH BARWON WATER TO UNDERTAKE FLUSHING.

A NATA REGISTERED LABORATORY IS TO BE ENGAGED TO COLLECT AND TEST WATER SAMPLES TO ENSURE THE MAINS ARE SUITABLE FOR COMMISSIONING WITH ALL TEST RESULTS RECORDED AND INCLUDED WITH THE 'AS CONSTRUCTED' PACKAGE SUBMITTED TO BARWON WATER UPON PROJECT COMPLETION.

##### SEWER

- "WARNING: ENTRY INTO ANY SEWER OR MANHOLE IS CONTROLLED BY CONFINED SPACE REGULATIONS BEING "OCCUPATIONAL HEALTH AND SAFETY (CONFINED SPACES) REGULATIONS 1996, STATUTORY RULE No 148/1996 AND A.S.2865-1995 SAFE WORKING IN CONFINED SPACES". PERSON(S) REQUIRING ACCESS TO A BARWON WATER MANHOLE AS PART OF THE DEVELOPMENT WORKS PROCESS MUST CONTACT THE SENIOR QUALITY AUDITOR Ph 03-5226 9204 FOR ENTRY REQUIREMENTS".  
  
DURING THE CONSTRUCTION OF WORKS TO GAIN ACCESS TO A BARWON WATER MANHOLE THE PROCEDURE AS OUTLINED IN THE ATTACHED FLOWCHART IS TO BE FOLLOWED, AND THE "CONFINED SPACE ENTRY PERMIT APPLICATION FORM" (ALSO ATTACHED) IS TO BE COMPLETED AND LODGED WITH THE SENIOR QUALITY AUDITOR 3 (THREE) CLEAR WORKING DAYS PRIOR TO ENTRY.
- WHERE FUTURE SEWER MAINS ARE INDICATED, A 150mm ACCESS COUPLING AND CAP ARE TO BE PLACED OUT OF THE MANHOLE.
- MANHOLE DROPS ARE TO BE CONSTRUCTED AS PER STANDARD DRAWING SEW-1306-V AND BRACED AT 1.0m C/C ON MANHOLE WALL.
- ALL SEWERS ARE TO BE PVC S8B UNLESS NOTED OTHERWISE.
- ALL END OF LINES ARE TO HAVE A TERMINAL MAINTENANCE SHAFT AS PER BARWON WATER DETAIL DRAWING 70095.
- CURVED SEWER MAINS AND MAINS CROSSING UNDER ROAD PAVEMENT TO HAVE DETECTOR TAPE.
- PVC SEWER LENGTHS TO NOT EXCEED 3m FOR CURVED SECTIONS OF SEWER MAIN.
- ALL EXCAVATIONS AROUND NEWLY CONSTRUCTED MANHOLES TO BE BACKFILLED WITH 3% CEMENT STABILIZED SAND.
- ALL MANHOLE JOINTS, INCLUDING DROPS ARE TO BE SEALED WITH FERROPRE OR APPROVED EQUIVALENT.
- DIAMETERS OF MANHOLES:
  - MINIMUM MANHOLE DIAMETER SHALL BE 1050mm.
  - WHERE THERE ARE 2 OR MORE INTERNAL DROPS A 1500mm DIAMETER MANHOLE SHALL BE USED.
  - WHERE A SEWER IS  $\geq$  DN300 A 1500mm DIAMETER MANHOLE SHALL BE USED.
  - WHERE THE SEWER IS DEEPER THAN 3.0m, 1500mm DIAMETER MANHOLES ARE TO BE USED.

##### SPECIAL

- WORKS TO TAKE INTO CONSIDERATION ANY WATER RESTRICTIONS CURRENTLY IN EFFECT.
- COMPACTION TEST RESULTS FOR TRENCH WORKS RELATING TO SEWER (GRAVITY AND RISING) AND WATER MAINS ARE TO BE FORWARDED BY THE CONSULTANT TO BARWON WATER WITH 'AS CONSTRUCTED' INFORMATION.
- SEWER DESIGN HAS BEEN BASED ON THE BUILDING ENVELOPES ONLY BEING COMMANDED.
- CONTRACTOR TO NOTIFY ADJACENT LAND HOLDERS SEVEN (7) DAYS PRIOR TO COMMENCEMENT OF WORKS.
- ALL SEWER MANHOLES LOCATED WITHIN FOOTPATHS ARE TO BE POSITIONED AND ROTATED SO THAT THEY ARE PLACED CENTRALLY WITHIN THE FOOTPATH TO PREVENT CRACKING.

ACCEPTED BY BARWON WATER

WORKS SHALL NOT COMMENCE UNTIL PLANS SIGNED BY BARWON WATER

SIGNED \_\_\_\_\_  
DESIGN CO-ORDINATOR  
INFRASTRUCTURE DELIVERY  
16/18

#### CONSTRUCTION NOTES

- CONSTRUCTION OF SEWER AND WATER MAINS TO BE IN ACCORDANCE WITH BARWON WATER STANDARD SPECIFICATIONS "CONSTRUCTION OF GRAVITY SEWERS AND RISING MAINS" AND "CONSTRUCTION OF WATER MAINS".
- EVERY ENDEAVOUR TO ENSURE THE LOCATION OF ALL EXISTING SERVICES ON THE PLAN ARE CORRECT HOWEVER ACTUAL LOCATIONS ARE TO BE CHECKED ON SITE PRIOR TO COMMENCEMENT OF EXCAVATION.
- NOMINAL SIZE OF WATER MAINS INDICATED IN MILLIMETRES, OFFSETS ARE INDICATED IN METRES.
- ALL SEWER PIPES ARE 150 Ø mm UNLESS OTHERWISE SHOWN.

PIPE TYPES	
ASBESTOS CEMENT	AC
CAST IRON CEMENT LINED	CICL
DUSTILED CEMENT LINED	DICL
MILD STEEL CEMENT LINED	MSCL
POLYVINYL CHLORIDE	PVC
POLYETHYLENE (AS SPECIFIED)	PE
REINFORCED CONCRETE	RC
VITREOUS CLAY	VC

#### FITTINGS AND SYMBOLS

WATER		SEWER	
CHANGE OF PIPE SIZE		TYPE "A" JUMP UP	
MAINS NOT CONNECTED		TYPE "B" JUMP UP	
MAINS IN CONDUIT		TYPE "C" SLIDE LINE	
VALVE		OBIQUE JUNCTION	
NON RETURN VALVE		TYPE "A" SPECIAL	
FIRE PLUG		TYPE "M" SPECIAL	
DEAD END CAP		TYPE "B" SPECIAL	

#### OTHER U/G SERVICES

EXISTING WATER MAIN	
STORM WATER	
GAS	
TELSTRA	
ELECTRICITY (●(P.OLE)	
EXISTING SEWER	

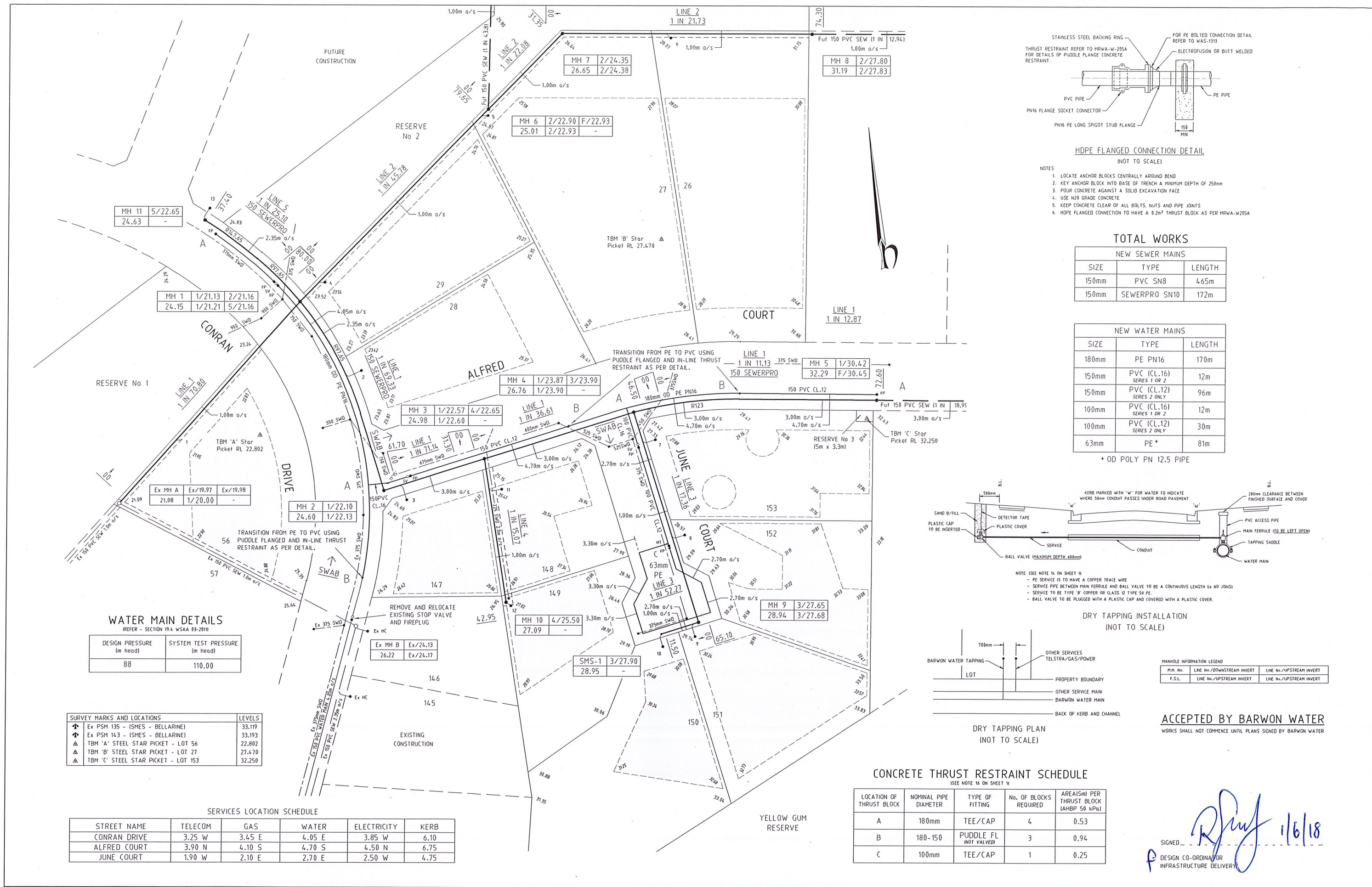


PETER BERRY & ASSOCIATES PTY LTD

153 YARRA STREET, GEELONG 3220 TEL 5223 2755 FAX 5223 2761

AMENDMENTS		EXTENSION No L012606	
		GOANDRA ESTATE - STAGE 7A	
		OCEAN GROVE	
		SHEET 1 OF 5 (FOR PLAN SEE SHEET 2)	
		DESIGNED OCT '17	DRAWN OCT '17
		P.J. BERRY	C.SULOMAR
		CHECKED OCT '17	P.J. BERRY
		MGR. PETER BERRY	EXECUTIVE MGR.
		DATE MAY '18	REVISION: A
		DESCRIPTION	
		REV	





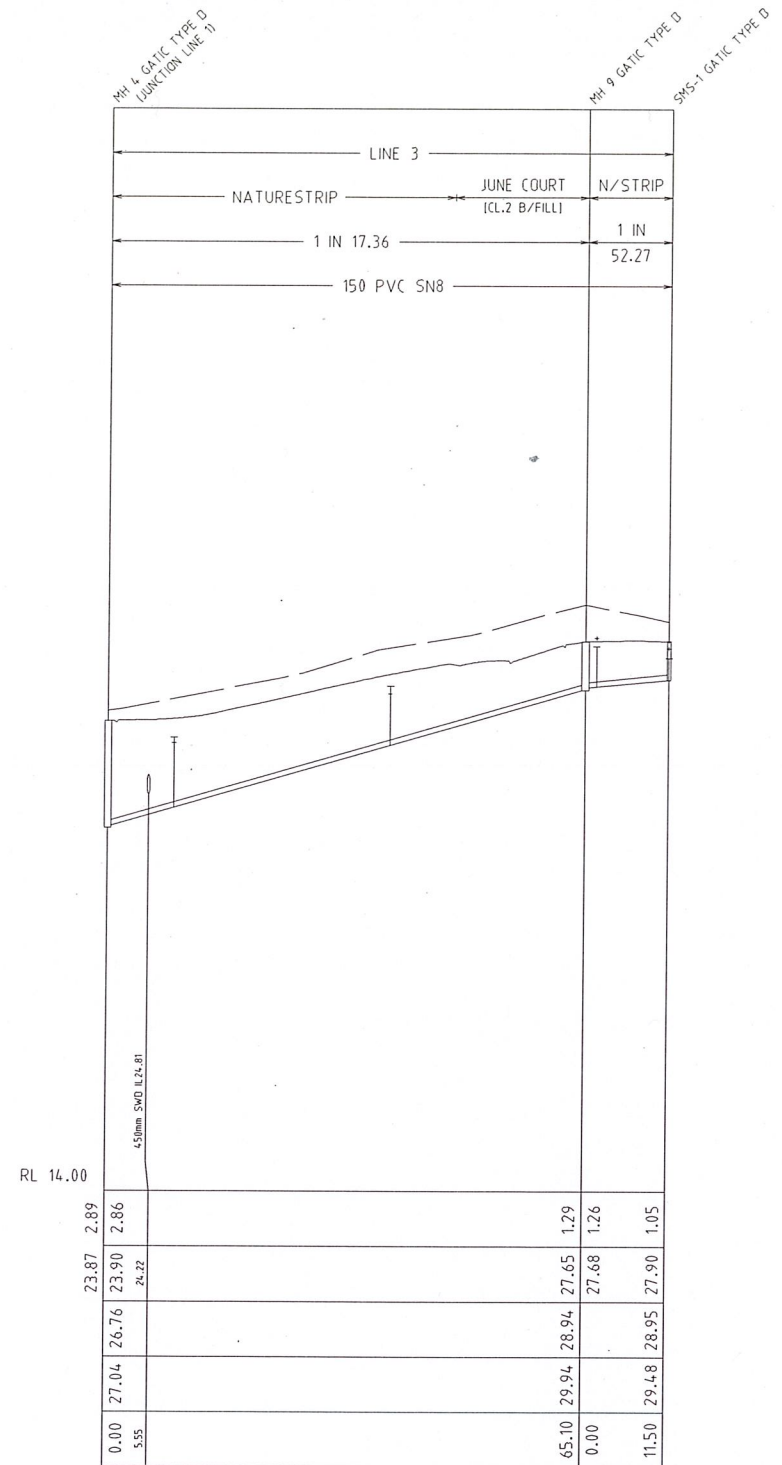
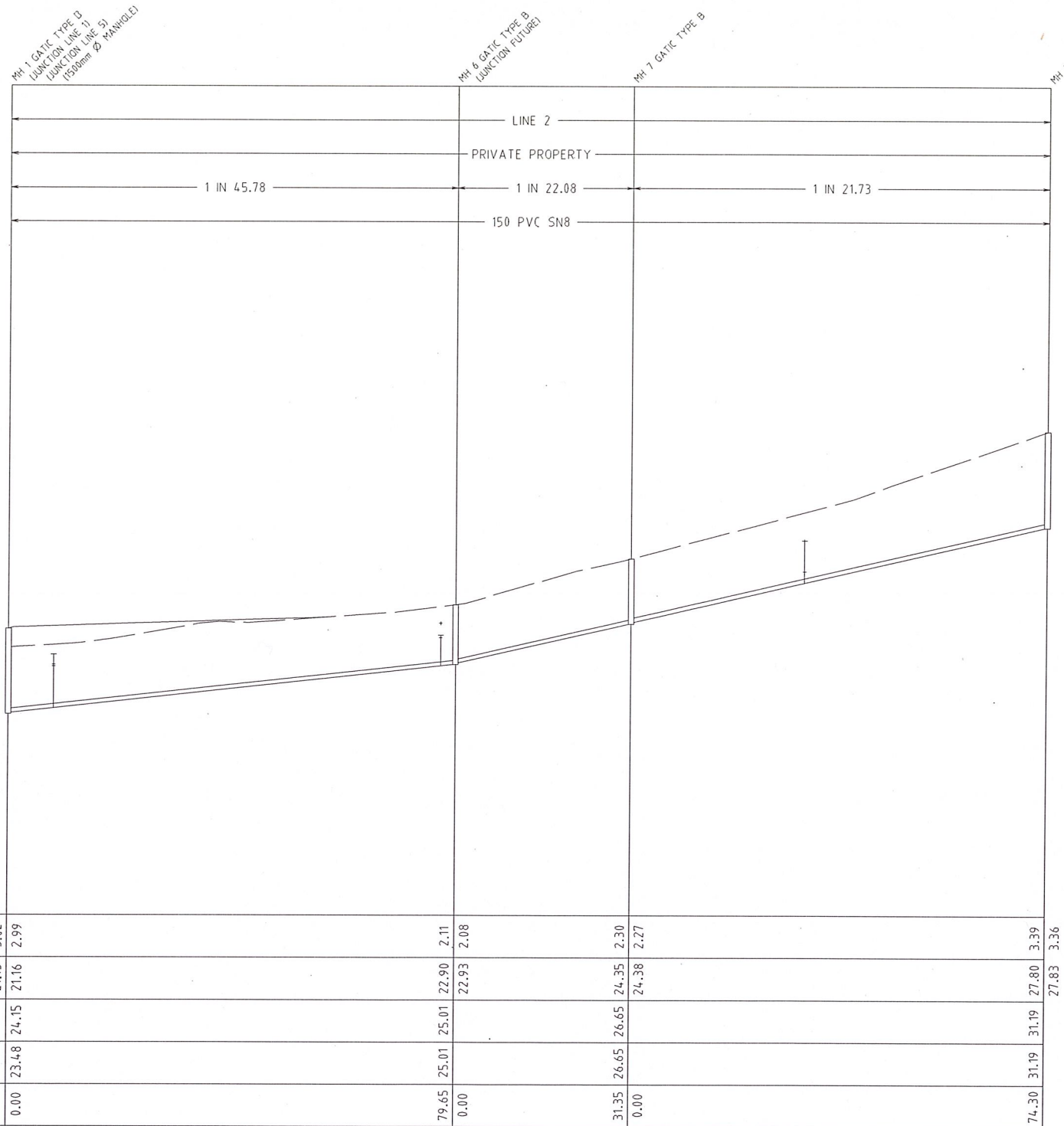
<b>CONSTRUCTION NOTES</b>		<b>PIPE TYPES</b>		<b>FITTINGS AND SYMBOLS</b>		<b>OTHER U/G SERVICES</b>	
1. CONSTRUCTION OF SEWER AND WATER MAINS TO BE IN ACCORDANCE WITH BARROW WATER STANDARD SPECIFICATIONS "CONSTRUCTION OF GRAVITY SEWERS AND RISING MAINS" AND "CONSTRUCTION OF WATER MAINS".		ASBESTOS CEMENT CAST IRON CEMENT LINED DUCTILE CAST IRON LINED MILD STEEL CEMENT LINED POLYETHYLENE (AS SPECIFIED) REINFORCED CONCRETE VITREOUS CLAY		WATER CHANGE OF PIPE SIZE MAINS NOT CONNECTED MAINS IN CONDUIT VALVE NON RETURN VALVE FIRE PLUG DEAD END CAP		EXISTING WATER MAIN STORM WATER GAS TELSTRA ELECTRICITY (POLE) EXISTING SEWER	
2. EVERY ENDEAVOUR TO ENSURE THE LOCATION OF ALL EXISTING SERVICES ON THE PLAN ARE CORRECT HOWEVER ACCURATE. LOCATIONS ARE TO BE CHECKED ON SITE PRIOR TO COMMENCEMENT OF EXCAVATION.		AG CICL MSCL PVC PE RC VC		SEWER TYPE "A" JUMP UP TYPE "B" JUMP UP TYPE "C" SLIDE LINE OBIQUE JUNCTION TYPE "A" SPECIAL TYPE "TM" SPECIAL TYPE "B" SPECIAL		AMENDMENTS	
3. NOMINAL SIZE OF WATER MAINS INDICATED IN MILLIMETRES, OFFSETS ARE INDICATED IN METRES.						A REV	
4. ALL SEWER PIPES ARE 150 Ø mm UNLESS OTHERWISE SHOWN.						PLANS FOR ACCEPTANCE DESCRIPTION DATE	

EXTENSION No L012606 GOANDRA ESTATE - STAGE 7A OCEAN GROVE SHEET 2 OF 5 (FOR SECTIONS SEE SHEETS 3, 4 & 5)			
DESIGNED OCT '17 P.J. BERRY	DRAWN OCT '17 C.SULOMAR	CHECKED OCT '17 P.J. BERRY	SCALE PLAN - SECTION - HORIZ - VERT - REVISION: A

PETER BERRY & ASSOCIATES PTY LTD 153 YARRA STREET, GEELONG 3220 TEL 5223 2711 FAX 5223 2901		A1	
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A1



ACCEPTED BY BARWON WATER  
WORKS SHALL NOT COMMENCE UNTIL PLANS SIGNED BY BARWON WATER

NOTE:  
- SEWER MANHOLES LESS THAN 3.0m DEPTH ARE TO BE 1050mm DIAMETER UNLESS NOMINATED OTHERWISE.  
- SEWER MANHOLES GREATER THAN 3.0m DEPTH ARE TO BE 1500mm DIAMETER.

SIGNED *P. Berry* 1/6/18  
DESIGN CO-ORDINATOR  
INFRASTRUCTURE DELIVERY

#### CONSTRUCTION NOTES

- CONSTRUCTION OF SEWER AND WATER MAINS TO BE IN ACCORDANCE WITH BARWON WATER STANDARD SPECIFICATIONS "CONSTRUCTION OF GRAVITY SEWERS AND RISING MAINS" AND "CONSTRUCTION OF WATER MAINS".
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- NOMINAL SIZE OF WATER MAINS INDICATED IN MILLIMETERS, OFFSETS ARE INDICATED IN METRES.
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CAST IRON CEMENT LINED	CICL
DUCTILE CEMENT LINED	DICL
MILD STEEL CEMENT LINED	MSCL
POLYVINYL CHLORIDE	PVC
POLYETHYLENE (AS SPECIFIED)	PE
REINFORCED CONCRETE	RC
VITREOUS CLAY	VC

#### FITTINGS AND SYMBOLS

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MAINS NOT CONNECTED		TYPE "B" JUMP UP	
MAINS IN CONDUIT		TYPE "C" SLIDE LINE	
VALVE		OBLIQUE JUNCTION	
NON RETURN VALVE		TYPE "A" SPECIAL	
FIRE PLUG		TYPE "TM" SPECIAL	
DEAD END CAP		TYPE "B" SPECIAL	

#### OTHER U/G SERVICES

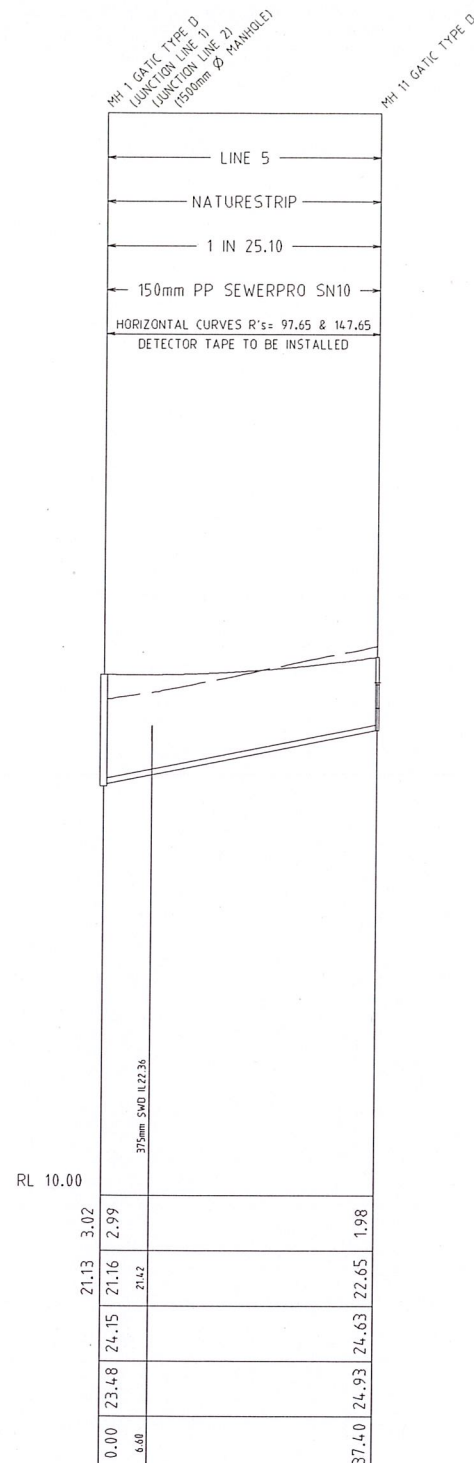
EXISTING WATER MAIN	
STORM WATER	
GAS	
TELSTRA	
ELECTRICITY (POLE)	
EXISTING SEWER	



PETER BERRY & ASSOCIATES PTY LTD  
153 YARRA STREET, GEELONG 3220 TEL 5223 2191 FAX 5223 2191

AMENDMENTS		EXTENSION No L012606	
		GOANDRA ESTATE - STAGE 7A	
		OCEAN GROVE	
		SHEET 4 OF 5 (FOR PLAN SEE SHEET 2)	
		DESIGNED OCT '17	DRAWN OCT '17
		P.J. BERRY	C.SULOMAR
		CHECKED OCT '17	P.J. BERRY
		MGR. PETER BERRY	EXECUTIVE MGR.
		DATE MAY '18	REVISION: A
		DESCRIPTION PLANS FOR ACCEPTANCE	SCALE: PLAN: 1:1000





LINE NO.	MANHOLE NO.	HC NO.	LOT NAME	CONNECTION TYPE	CHAINAGE	IL SEWER	IL BRANCH	BRANCH HEIGHT
1	Ex A	1	56	OB	25.00	20.35		
1	1	2	28	A Special	26.00	21.58	23.18	1.60
1	2	3	147	A Special	5.00	22.20	23.60	1.40
LINE NO.	MANHOLE NO.	HC NO.	LOT NAME	CONNECTION TYPE	CHAINAGE	IL SEWER	IL BRANCH	BRANCH HEIGHT
2	1	4	29	B	8.00	21.33	23.23	1.90
2	1	5	27	B	77.00	22.84	23.94	1.10
2	7	6	26	B	31.00	25.81	27.31	1.50
LINE NO.	MANHOLE NO.	HC NO.	LOT NAME	CONNECTION TYPE	CHAINAGE	IL SEWER	IL BRANCH	BRANCH HEIGHT
3	4	7	153	A Special	9.00	24.42	26.32	1.90
3	4	8	152	A Special	38.50	26.12	27.72	1.60
3	9	9	151	A Special	1.50	27.71	28.81	1.10
3	9	10	150	A Special	11.50	27.90	28.50	0.60
LINE NO.	MANHOLE NO.	HC NO.	LOT NAME	CONNECTION TYPE	CHAINAGE	IL SEWER	IL BRANCH	BRANCH HEIGHT
4	3	11	148	A Special	9.00	23.25	24.35	1.10
4	3	12	149	B	42.95	25.50	26.10	0.60
LINE NO.	MANHOLE NO.	HC NO.	LOT NAME	CONNECTION TYPE	CHAINAGE	IL SEWER	IL BRANCH	BRANCH HEIGHT
5	1	13	Fut	A Special	37.40	22.65	23.95	1.30

SIGNED \_\_\_\_\_ 1/6/18  
DESIGN CO-ORDINATOR  
INFRASTRUCTURE DELIVERY

PIPE TYPES		FITTINGS AND SYMBOLS		OTHER U/G SERVICES	
ASBESTOS CEMENT	AC	WATER		SEWER	
CAST IRON CEMENT LINED	DICL	CHANGE OF PIPE SIZE		TYPE "A": JUMP UP	EXISTING WATER MAIN
DUCTILE CEMENT LINED	DICL	MAINS NOT CONNECTED		TYPE "B": JUMP UP	STORM WATER
MILD STEEL CEMENT LINED	MVSL	MAINS IN CONDUIT		TYPE "C": SLIDE LINE	GAS
PO/WR/VL CHLORIDE	PCVL	VALVE		OBLIQUE JUNCTION	TELSTRA
POLYETHYLENE (AS SUPPLIED)	PE	NON RETURN VALVE		TYPE "A" SPECIAL	ELECTRICITY (POLE)
REINFORCED CONCRETE	RC	FIRE PLUG		TYPE "TM" SPECIAL	EXISTING SEWER
VITREOUS CLAY	VC	DEAD END CAP		TYPE "B" SPECIAL	



AMENDMENTS				EXTENSION No L012606						A1	
				GOANDRA ESTATE - STAGE 7A							
				OCEAN GROVE							
				SHEET 5 OF 5 (FOR PLAN SEE SHEET 2)							
				DESIGNED	OCT '17	DRAWN	OCT '17	CHECKED	OCT '17		SCALES - PLAN
				P.J. BERRY		C.SULOMAR		P.J. BERRY			SECTIONS -
				MGR. PETER BERRY			EXECUTIVE MGR.				HORIZ. SECTIONS -
											VERT. SECTIONS -
	A	PLANS FOR ACCEPTANCE	MAY '18								
	REV	DESCRIPTION	DATE								


# Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

Land	Lot 147 Conran Drive, Ocean Grove	
Vendor's name	GOANDRA PTY LTD (ACN 004 834 431)	Date 30/04/19
Vendor's signature	 Director	
Purchaser's name		Date / /
Purchaser's signature		
Purchaser's name		Date / /
Purchaser's signature		



## FINANCIAL MATTERS

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

(a) Are contained in the attached certificate/s.

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

Not Applicable.

### 1.3 Terms Contract

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

Not Applicable.

### 1.4 Sale Subject to Mortgage

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

Not Applicable.

## 2. INSURANCE

### 2.1 Damage and Destruction

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

Not Applicable.

### 2.2 Owner Builder

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

Not Applicable.

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

To the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.

### 3.2 Road Access

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

☐

### 3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area under section 192A of the *Building Act* 1993 if the square box is marked with an 'X'

☒

### 3.4 Planning Scheme

Attached is a certificate with the required specified information.

## 4. NOTICES

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

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

See attached.

### 4.2 Agricultural Chemicals

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

Nil.

### 4.3 Compulsory Acquisition

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

Nil.

## 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):

Not Applicable.

## 6. OWNERS CORPORATION

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

Not Applicable.

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

Not applicable.

## 8. SERVICES

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

Electricity supply <input checked="" type="checkbox"/>	Gas supply <input checked="" type="checkbox"/>	Water supply <input checked="" type="checkbox"/>	Sewerage <input checked="" type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
--	--	--	--	--

## 9. TITLE

Attached are copies of the following documents:

### 9.1 (a) Registered Title

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

## 9. SUBDIVISION

### 10.1 Unregistered Subdivision

This section 10.1 only applies if the land is subject to a subdivision which is not registered.

- (a) Attached is a copy of the latest version of the plan if the plan of subdivision has not yet been certified.

### 10.2 Staged Subdivision

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act 1988*.

Not Applicable.

### 10.3 Further Plan of Subdivision

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

Not Applicable.

## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

## 12. DUE DILIGENCE CHECKLIST

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

Is attached.

## 13. ATTACHMENTS

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

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

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

--

# Due diligence checklist

## What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting the [Due diligence checklist page on the Consumer Affairs Victoria website](http://consumer.vic.gov.au/duediligencechecklist) (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 to or on the land in the future.

## Land boundaries

### Do you know the exact boundary of the property?

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

## Planning controls

### Can you change how the property is used, or the buildings on it?

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There 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.

(04/10/2016)

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

Page 1 of 1

VOLUME 11906 FOLIO 411

Security no : 124076973706G  
Produced 10/04/2019 03:37 PM

**LAND DESCRIPTION**

Lot Z on Plan of Subdivision 734657A.  
PARENT TITLE Volume 11878 Folio 517  
Created by instrument PS734657A 10/08/2017

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
GOANDRA PTY LTD of 105 THACKER STREET OCEAN GROVE VIC 3226  
PS734657A 10/08/2017

**ENCUMBRANCES, CAVEATS AND NOTICES**

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AB993864Q 08/04/2003

**DIAGRAM LOCATION**

SEE PS734657A 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: 58 CONRAN DRIVE OCEAN GROVE VIC 3226

DOCUMENT END

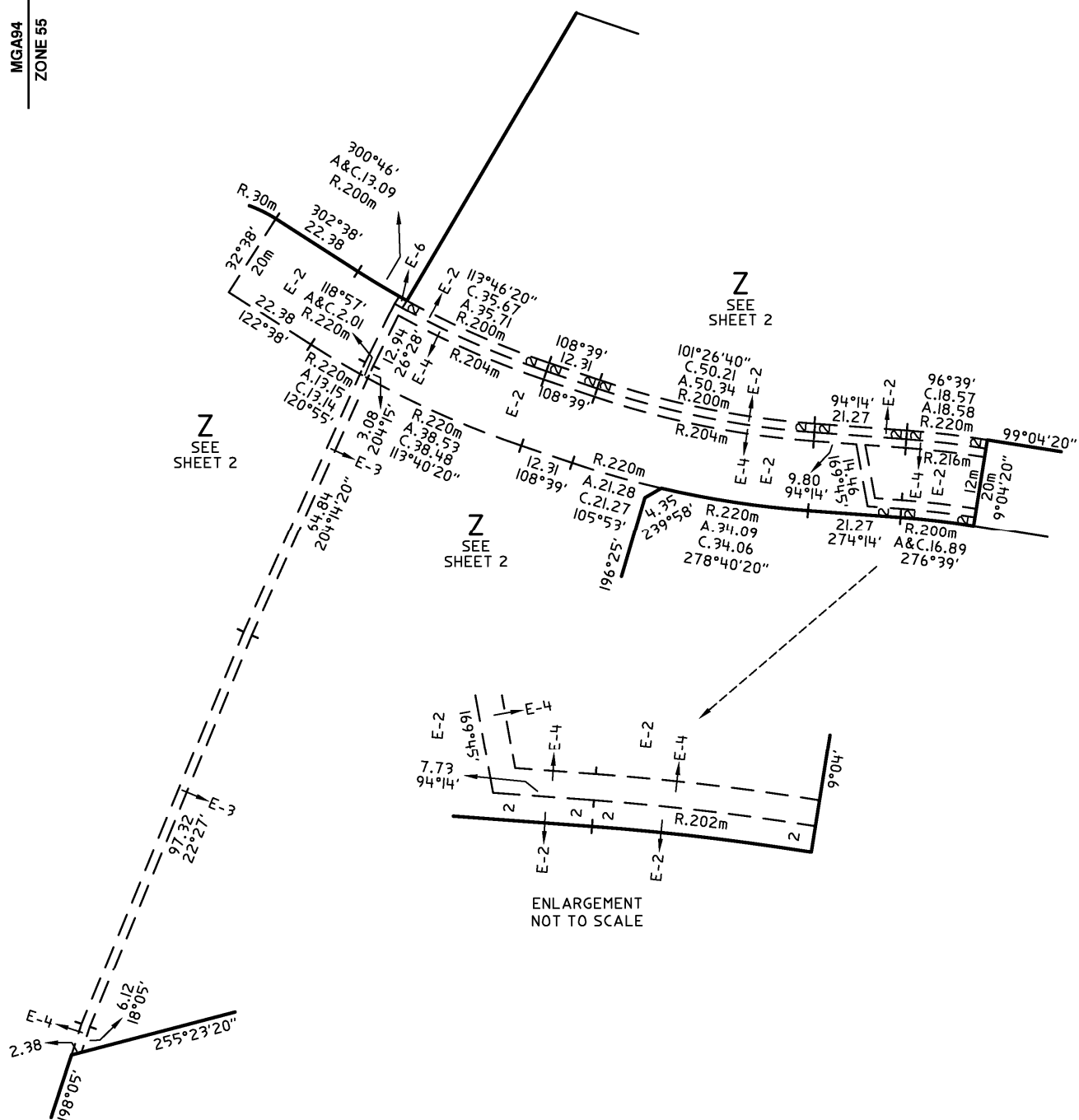
Signed by: IAN BENT (StQuentin Consulting Pty Ltd) Surveyor's Plan Version (04) SPEAR Ref: S059939J 18/07/2017. Amended by: IAN BENT, 18/07/2017.



Signed by: IAN BENT (StQuentin Consulting Pty Ltd) Surveyor's Plan Version (04) SPEAR Ref: S059939J 18/07/2017. Amended by: IAN BENT, 18/07/2017.



PS 734657A

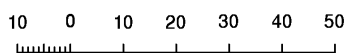
MGA94  
ZONE 55

# ST. QUENTIN

Surveyors • Town Planners • Engineers

51 LITTLE FYANS STREET,  
P.O. BOX 919, GEELONG 3220  
TELEPHONE (03) 5201 1811 FAX (03) 5229 2909

SCALE



LENGTHS ARE IN METRES

ORIGINAL  
SCALE  
1:1000

Sheet 3

ORIGINAL SHEET SIZE    A3

CITY OF GREATER GEELONG  
REF: 11920

**DIGITALLY SIGNED BY LICENSED SURVEYOR:**

IAN A. BENT

REF

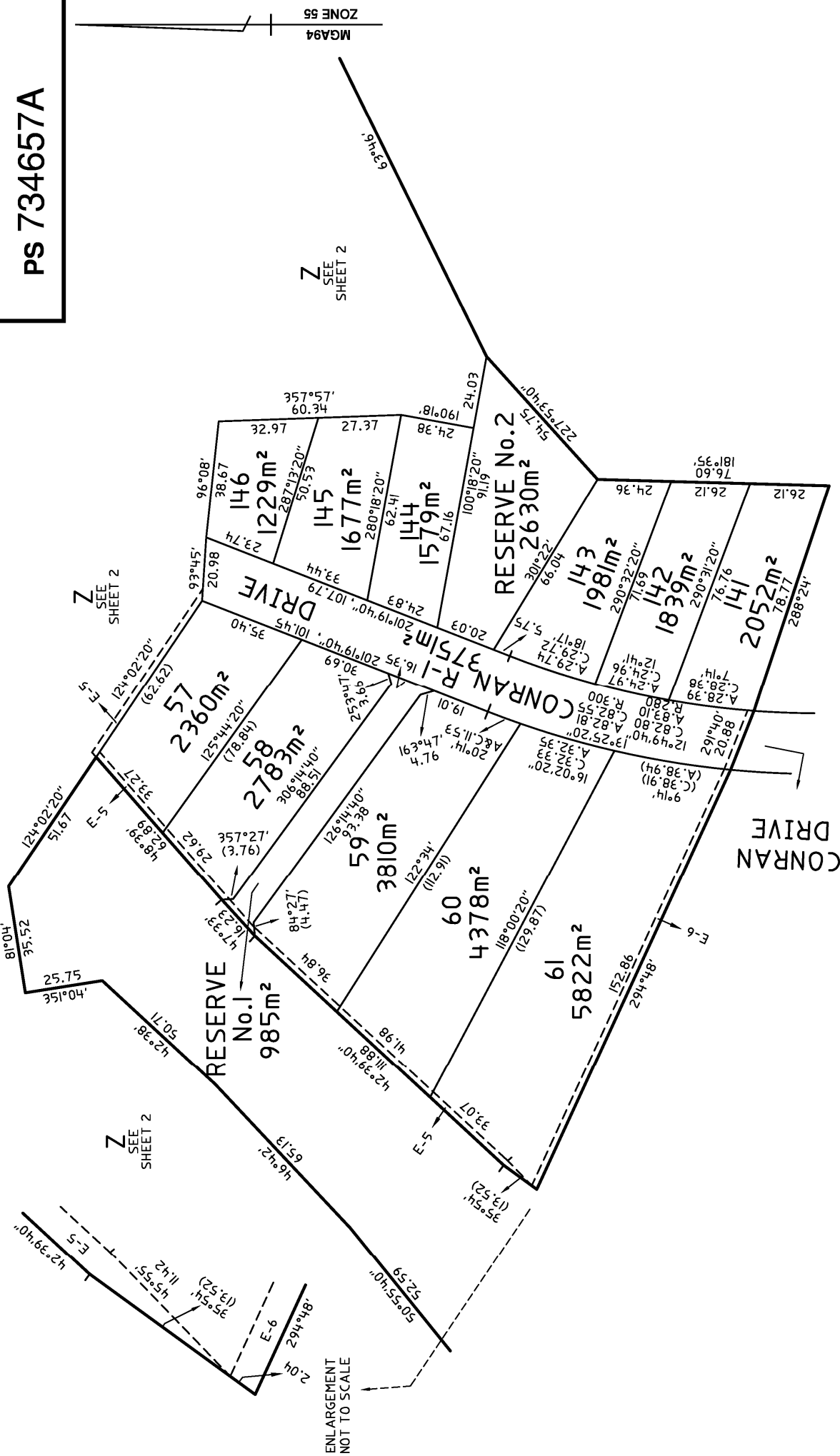
13684 S6B

VERSION

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04

**PS 734657A**



**ST. QUENTIN**  
Surveyors • Town Planners • Engineers

**Surveyors • Town Planners • Engineers**

51 LITTLE FYANS STREET,

P.O. BOX 919, GEELONG 3220

TELEPHONE (03) 5201 1811 FAX (03) 5229 2909

Signed by: IAN BENT (StQuentin Consulting Pty Ltd) Surveyor's Plan Version (04) SPEAR Ref: S059939J 18/07/2017. Amended by: IAN BENT, 18/07/2017.

Sheet 4

ORIGINAL SHEET SIZE A3

CITY OF GREATER GEELONG  
REF: 11920

**DIGITALLY SIGNED BY LICENSED SURVEYOR:**

IAN A. BENT

ORIGINAL SCALE 1:1250

REF 13684 S6B



VERSION 04

Creation of restrictions:

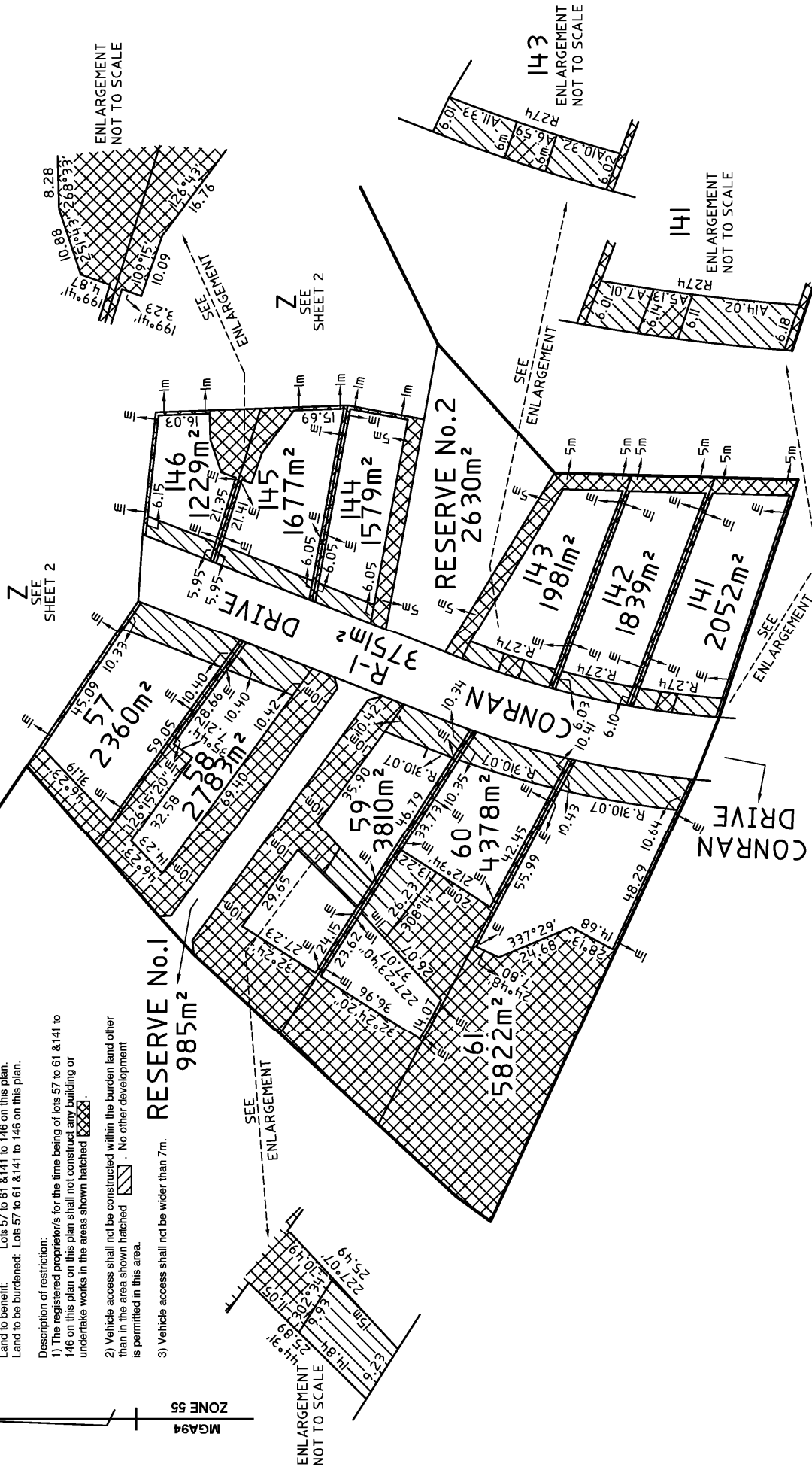
Upon registration of this plan the following restrictions are to be created.

Land to benefit: Lots 57 to 61 & 141 to 146 on this plan.  
Land to be burdened: Lots 57 to 61 & 141 to 146 on this plan.

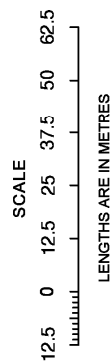
Description of restriction:

- 1) The registered proprietor/s for the time being of lots 57 to 61 & 141 to 146 on this plan shall not construct any building or undertake works in the areas shown hatched . No other development is permitted in this area.
- 2) Vehicle access shall not be constructed within the burden land other than in the area shown hatched . No other development is permitted in this area.
- 3) Vehicle access shall not be wider than 7m.

PS 734657A



**ST. QUENTIN**  
Surveyors • Town Planners • Engineers  
51 LITTLE FYANS STREET,  
P.O. BOX 919, GEELONG 3220  
TELEPHONE (03) 5201 1811 FAX (03) 5229 2909



ORIGINAL SCALE 1:1250

DIGITALLY SIGNED BY LICENSED SURVEYOR:  
  
IAN A. BENT

Sheet 5  
ORIGINAL SHEET SIZE A3  
CITY OF GREATER GEELONG  
REF: 11920

REF 13684\_S6B VERSION 04

**Plan of Subdivision PS734657A**  
**Certifying a New Version of an Existing**  
**Plan concurrently with Statement of**  
**Compliance (Form 12)**



SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S059939J  
Plan Number: PS734657A  
Responsible Authority Name: City of Greater Geelong  
Responsible Authority Permit Ref. No.: 1421/2004  
Responsible Authority Certification Ref. No.: 11920  
Surveyor's Plan Version: 04

**Certification**

☒ This plan is certified under section 11 (7) of the Subdivision Act 1988  
Date of original certification under section 6: 22/04/2016

**Statement of Compliance**

☒ This is a statement of compliance issued under section 21 of the Subdivision Act 1988

**Public Open Space**

A requirement for public open space under section 18 of the Subdivision Act 1988

 has not been made at Certification

Digitally signed by Council Delegate: Lisa Laskovski  
Organisation: City of Greater Geelong  
Date: 25/07/2017

Application by a  
Responsible Authority  
under Section 181 (1) Planning & Environment Act 1987  
for entry of a Memorandum of Agreement Under  
Section 173 of the Act

**AB993864Q**

08/04/2003 \$59 173



Lodged by:



Name: Whyte Just & Moore  
Phone: (03) 52222077  
Address: 27 Malop Street, Geelong 3220  
Ref: PS:LB  
Customer Code: 1737N



**DB9938640-1-5**

The Responsible Authority under the Planning Scheme having entered into an Agreement with the party named for the land described requires that a Memorandum of the Agreement be entered on the Certificates of Title to the land referred to.

Land: Certificates of Title Volume 10029 Folios 439 & 440  
Address of the Land: Thacker Street, Ocean Grove  
City Council  
Responsible Authority: ~~City of~~ Greater Geelong of Gheringhap Street, Geelong. 3220  
Planning Scheme: Greater Geelong Planning Scheme  
Agreement Date: 24 February, 2003

*kan  
24/4/03*

Agreement with Goandra Pty Ltd ACN 004 834 431 the  
registered office of which is situate at c/- Messrs Rutherfords,  
53 Carrington Street, Lismore, New South Wales.

A copy of that Agreement is attached to the Application.

Signature for the Responsible  
Authority:

Name of Officer:

Ian McCartney

Office Held:

Co-Ordinator of Strategic Planning

Dated:

5 / 3 /2003

*mc  
8/4/03*

WHYTE JUST & MOORE  
SOLICITORS  
GEELONG



AGREEMENT PURSUANT TO SECTION 173 OF THE  
PLANNING AND ENVIRONMENT ACT 1987

THIS AGREEMENT is made the 24<sup>th</sup> day of February 2003 BETWEEN GOANDRA PTY LTD A.C.N. 004 834 431 the registered office of which is situate at c/- Messrs Rutherfords, 53 Carrington Street, Lismore, New South Wales ("the Owner") of the one part and THE COUNCIL OF THE GREATER CITY OF GEELONG of Gheringhap Street, Geelong, Victoria ("the Council") of the other part

INTRODUCTION:

- (a) The Owner is the registered proprietor of the subject land.
- (b) The Council is the responsible authority pursuant to the Act for the Scheme.
- (c) The Council and the Owner have agreed that, in so far as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.
- (d) The parties enter into this Agreement:
  - (i) to give effect to the intentions of the Council in relation to the use and development of the subject land;
  - (ii) to record that in satisfaction of its obligations for the provision of Public Open Space pursuant to S.18 of the Subdivision Act 1988 the Owner has agreed with the Council that there shall be established on the subject land in accordance with the Development Concept Plan (as defined in Clause 7.2 of this Agreement) an Open Space Reserve, an Open Space Lineal Park and Buffer Zone and Linkage Reserves ("the Reserves") as set out in Clause 8.

..2..

- (iii) to achieve and advance the objectives of planning in Victoria and the objectives of the Scheme in respect of the subject land and the Reserves;
- (iv) to formalise an understanding reached between the parties regarding the subdivision of the subject land and the use of both it and the Reserves.

**IT IS AGREED:**

**1. Definitions:**



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

- 1.1 **"The Act"** means the Planning and Environment Act 1987.
- 1.2 **"The Agreement"** or **"This Agreement"** means this Agreement and any Agreement executed by the parties expressed to be supplemental to this Agreement.
- 1.3 **"Approved"** means approved by the Council.
- 1.4 **"Development"** includes the Subdivision.
- 1.5 **"Lot"** means a lot on a Plan of Subdivision of the subject land.
- 1.6 **"Owner"** means the person or person entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple in the subject land or any part of it.
- 1.7 **"Planning Approval"** shall mean and include and planning permit issued in accordance with the Act.
- 1.8 **"The Scheme"** means the Greater Geelong Planning Scheme.



..3..

- 1.9 "The Subject Land" means the whole of the land described in Certificate of Title Volume 10029 Folio 440 and the southerly portion of the land described in Certificate of Title Volume 10029 Folio 439.

2. Interpretation:



All provisions of this Agreement are to be interpreted in the following manner unless otherwise indicated by the context:

- 2.1 Undefined terms or words shall have the meanings given in the Act or the Scheme.
- 2.2 The singular includes the plural and the plural includes the singular.
- 2.3 A reference to a gender includes a reference to each other gender.
- 2.4 A reference to a person includes a reference to a firm, a corporation or other corporate body.
- 2.5 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.6 A reference to a "Planning Scheme" or "The Scheme" shall include any amendment, consolidation or replacement of such Scheme and any document incorporated by reference into such Scheme.
- 2.7 A reference to a Statute shall include any Statutes amending, consolidating or replacing the same and any regulations made under such Statutes.
- 2.8 Where in this Agreement Council may exercise any power, duty or function, that power may be exercised on behalf of the Council by an authorised or delegated officer.

..4..

2.9 All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.

2.10 The introductory clauses of this Agreement are and will be deemed to form part of this Agreement.

### 3. Agreement under Section 173 of the Act

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

### 4. Effect of Agreement

4.1 This Agreement shall be deemed to come into force and effect from the date it bears.

4.2 The obligations of the Owner under this Agreement, being obligations to be performed by the Owner as conditions subject to which the subject land may be used or developed for specified purposes and being intended to achieve or advance the objectives of the Scheme, will take effect as separate and several covenants which shall be annexed to and run at law and in equity with the subject land to bind the Owner.

### 5. Owner's Warranties



Without limiting the operation or effect of this Agreement, the Owner warrants that:

5.1 Apart from the parties referred to in this Agreement, or other persons disclosed in writing to the Council prior to the signing of this Agreement, no other

person has any legal or equitable interest in the subject land which may be affected by this Agreement or by the development or use of the subject land pursuant to the Scheme or any permit or approved plan under the Scheme.

## 6. Successors In Title

Without limiting the operation or effect of this Agreement, the Owner shall ensure that, until this Agreement is recorded on the Folio of the Register which relates to the subject land, the Owner's successors in title will:

6.1. Give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement.

6.2. Execute under seal a Deed agreeing to be bound by the terms of this Agreement.

## 7. Covenants of the Council

7.1 Subject to the proper exercise of its statutory duties, functions and powers, use its best endeavours to procure the amendment of the Scheme to facilitate a future Low Density Residential Subdivision of the land.

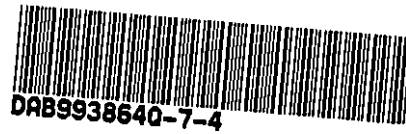
7.2 Use its best endeavours to procure the certification of a Plan of Subdivision of the subject land generally in accordance with an approved Concept Plan.

7.3 Accept in satisfaction of the Owner's obligations for the provision of Public Open Space pursuant to Section 18 the Public Open Space Reserves and the Buffer Zone referred to in Clauses 8.2.(i), 8.2.(ii) and 8.2.(iii) of this Agreement.



DAB9938640-6-6

..6..



## 8. Covenants of the Owner

The Owner covenants and agrees that subject to the subject land being re-zoned as aforesaid it will:

- 8.1 Procure the preparation and lodging with the Council for certificate of a Plan of Subdivision of the subject land generally in accordance with a Concept Plan approved under the Scheme.
- 8.2(i) Set aside and on approval of the Concept Plan fence with a rabbit proof fence with access gates for pedestrians and maintenance vehicles to the satisfaction of Council's Environmental Unit an Open Space Reserve ("the Yellow Gum Reserve") that is centrally located, having an area of at least 7.54 hectares to incorporate the best stand of Bellarine Yellow Gums on the subject land, and manage and maintain the Yellow Gum Reserve in accordance with this Agreement until hand-over to the Council.
- 8.2(ii) Set aside an Open Space Lineal Park that is located along the valley in the western portion of the site with a linkage to the Ocean Grove Nature Reserve ("the Nature Reserve") and the Yellow Gum Reserve.
- 8.2(iii) Set aside 20 metre a Buffer Zone ("the Buffer Zone") where the subject land abuts the Nature Reserve for the purpose of protecting the Nature Reserve from the residential use and development of the subject land.
- 8.2.(iv) Set aside a dedicated Reserve Linkage between the Yellow Gum Reserve and the Nature Reserve which incorporates a significant stand of Yellow Gums.
- 8.3 Implement to the satisfaction of Council's Environmental Unit management prescriptions for the Yellow Gum Reserve, including preparation of a Landscape Plan to provide for the protection and

..7..

regeneration of the Bellarine Yellow Gums and restoration of suitable indigenous understory species including maintenance of existing trees, regeneration of Bellarine Yellow Gums, understory restoration measures and weed control as set out in the "Vegetation management and Restoration Prescriptions" Report dated November 1999 prepared by Mark Trengrove annexed to this Agreement. Progress towards implementation of these prescription measures must be undertaken to the satisfaction of the Council and to the Department of Natural Resources and Environment.

- 8.4 Procure that dimensioned building envelopes for those lots which contain Bellarine Yellow Gums will accompany any application for subdivision of the subject land; the purpose of such envelopes being to reduce and minimise the loss of Bellarine Yellow Gums and to ensure that sufficient distance is provided from the Trees to protect their surrounding root zones. The dimensioned envelopes will form part of a Plan of Restriction on the titles to issue in respect of those lots on which Bellarine Yellow Gums are growing.

- 8.5 Implement to the satisfaction of Council's Environmental Unit protection and management of the Bellarine Yellow Gums and other significant vegetation. The Environment and Management Plan will apply to all privately owned lots and shall be in accordance with the recommendations of the report "Management Prescriptions for Vegetation on Future Privately Owned Lots" dated February 2000 prepared by Mark Trengrove annexed to this Agreement



DAB993864Q-8-2

..8..

- 8.6 Procure that dimensioned building envelopes for those lots which are adjacent to the Buffer Zone will accompany any application for subdivision of the subject land; the purpose of such envelopes being to ensure that no buildings are erected within 20 metres of the boundary between those lots and the Buffer Zone. The dimensioned envelopes will form part of a Plan of Restriction on the titles to issue in respect of those lots which abut the Buffer Zone.
- 8.7 Accept that the Council shall require as a condition of any planning approval relating to any of the lots referred to in clause 8.6 of this Agreement that an area extending 20 metres south of the boundary between those lots and the Buffer Zone shall be maintained at all times in a fuel-reduced condition.
- A barcode with the alphanumeric string 'DAB9938640-9-1' printed below it.
- 8.8 Plant immature Bellarine Yellow Gums and other indigenous species to the satisfaction of the Council.
- 8.9 Meet the Council's drainage requirements for the site and with respect to the management and treatment of stormwater from this subdivision comply with the provisions contained within the Urban Stormwater Best Practice Environmental Management Guidelines and in particular, the use of grass and/or vegetated swales within the road reserves, the method of discharging water into the existing dams from the subdivision and the establishment of the dams as pre-treatment zones before off-site discharge.

..9..



DAB9938640-10-8

- 8.10 Prepare an Information Kit to the satisfaction of both the Council's Environmental Unit and the Department of Natural Resources and Environment prior to the Statement of Compliance being issued for any stage of the subdivision of the subject land. The Information Kit shall provide prospective purchasers with information regarding the need for protection and on-going management of the Bellarine Yellow Gums and for revegetation with indigenous species as appropriate.

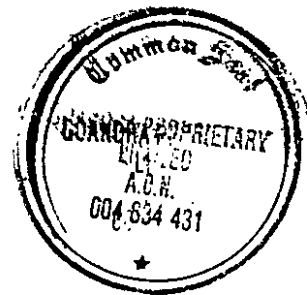
**EXECUTED** by the parties on the date set out at the commencement of this Agreement.

**THE COMMON SEAL** of **GOANDRA PTY LTD** was affixed in the presence of authorised persons:

Director.....

Full Name..... ANTHONY C. REILLY...

Address..... 105 THACKER ST., OCEAN GROVE, VIC.



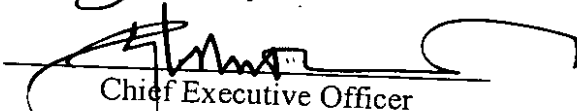
Secretary..... Susan Reilly...

Full Name..... SUSAN E. REILLY

Address..... 105 THACKER ST. OCEAN GROVE VIC

**THE COMMON SEAL** of **GREATER GEEELONG CITY COUNCIL** was affixed hereto in the presence of:

  
Mayor

  
Chief Executive Officer



DATED

2002

GOANDRA PTY LTD;

- WITH -

THE COUNCIL OF THE  
GREATER CITY OF GEELONG

---

AGREEMENT PURSUANT TO SECTION  
173 OF THE PLANNING AND  
ENVIRONMENT ACT 1987

---



DAB993864Q-11-1

WHYTE JUST & MOORE  
Solicitors  
Geelong



**REILLY'S PROPERTY  
THACKER ST OCEAN GROVE**

**YELLOW GUM RESERVE  
VEGETATION MANAGEMENT AND  
RESTORATION PRESCRIPTIONS**

**Prepared for Tony Reilly  
"Goandra" Pty Ltd**



**Mark Trengove  
PO Box 1502 Geelong 3220**

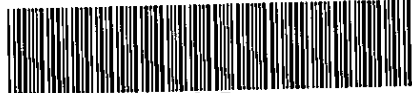
**November 1999**



DAB993864Q-13-9

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DAB9938640-14-2

1

## INTRODUCTION

An area of 78 ha at Thacker St Ocean Grove, known as the Reilly's property, is to be subdivided for residential use. The land is currently grazed. Much of the site contains significant woodland vegetation, in particular a sizable stand of the Bellarine Yellow Gum (*Eucalyptus leucoxylon ssp bellarinensis*). This site was recognized by Ecology Australia as being of National Conservation Significance.

An area of 4.2 ha that contains the most intact stands of the Yellow Gum is proposed to be reserved for conservation. This area currently contains predominantly exotic species in the understorey, the aim of this report is to provide guidelines for the restoration of the understorey to suitable indigenous species and to allow for protection and regeneration of the Yellow Gums.

## OBJECTIVES

The primary objective is to manage the Reserve for conservation values.

This has 3 interconnected objectives, ie

- 1- maintaining and improving the health of the existing trees,
- 2- allowing for future regeneration of the trees
- 3- creating an indigenous understorey.

The other objective for the Reserve is to provide a venue for appropriate passive recreation uses. It is also important that safety considerations, such as fuel loads and fire risks be managed appropriately.

## DISCUSSION

These prescriptions relate to the area to be Reserved. They are to be considered within the context of the conservation initiatives that are proposed for the whole of the sub-division.

The differing objectives of conservation and passive recreation will require careful consideration and balance. It is imperative that conservation values are not compromised by those of recreation. However it is also important that Reserve users are comfortable with the Reserve so that a positive attitude is developed towards conservation objectives. As the main conservation objective is to preserve a single species, a tree, and as the understorey is to be open and grassy it will be possible to combine these differing objectives. A similar situation exists at Ocean Grove Park (Ingamells), management guidelines for that Park have successfully addressed these issues.

These prescriptions are to be accompanied by a landscape plan that will be created prior to works commencing.



Within the Reserve different zones will be created, ie areas for Yellow Gum regeneration and areas for understorey restoration. These areas will require different management treatments. The exact location of these areas is likely to change over time as regeneration matures.

Due to the unpredictable nature of ecological restoration works and the current limited knowledge base on the restoration of grassy woodland ecosystems, the exact outcome of any input cannot always be accurately predicted. Consequently works should be considered as experimental. Trail plots using a number of techniques are recommended, thus allowing for most productive methods to be established for subsequent application to larger areas.

It is important that all works are monitored and that records are kept for future reference.

Time is available to adopt this approach as the sub-division will occur over a period of time. This will also allow the more labour intensive aspects to be spaced out over time.

Works are to be supervised by a contractor who has the appropriate experience in this type of ecological restoration.

All revegetation is to be carried out using only indigenous material that is collected from within the site or from appropriate nearby sources, eg the Ocean Grove Nature Reserve (*Refer Table 1*).

## **RECREATION**

Appropriate recreation uses for the Reserve will be limited to passive recreation such as walking and nature observation. Informal tracks will be required to lead people away from regeneration areas. Monitoring of the effects of recreation will be required.

## **RECOMMENDATIONS**

### **EXISTING TREES**

#### **During Construction**

Ensure that all existing trees are protected from any development works, including any track works, drainage works or fence construction. This protection should also be given to dead trees and trees that are currently senescent as these trees will provide significant habitat for fauna. Mature trees are sensitive to changes in the existing physical conditions especially compaction from heavy machinery and altered drainage characteristics



## **Ongoing**

Canopy die-back has been identified as a concern (Carr 1999). This is considered by Carr to be due to two main pressures Noisy Miners and cattle grazing. The removal of cattle grazing is expected (by Carr) to improve tree condition, although it is noted that die back in the Yellow Gums is occurring across the whole of the Ocean Grove area (eg Ocean Grove Nature Reserve, Woodlands Estate, Ocean Grove Park), regardless of land uses. Therefore a program of managing the Noisy Miners is required. As Noisy Miners are a native bird it is required that a permit to manage be obtained from the Department of Natural Resources and Environment and that any works be done according to their recommendations.

Monitoring of the health of mature Yellow Gums is required to be ongoing.

## **Impacts from surrounding properties**

Once established the surrounding properties can pose a threat to the health of the Yellow Gums if not properly managed.

Issues of concern include weed invasions from garden escapes, altered nutrient levels from horticultural practices, altered hydrological levels from horticultural practices or storm water runoff, impacts from inappropriate uses and traffic patterns or from pets which can impact on faunal values and also add to increased nutrient levels from defecation.

All of these issues will require attention in the formation of guidelines for the sub-division land use.

## **REGENERATION OF YELLOW GUMS**

### **Aim**

To allow regeneration of the Yellow Gums. Regeneration is crucial to the survival of the Yellow Gums. Encouraging seedling regeneration is often a cheaper alternative than planting of tubestock, although results may not be as predictable. It is also more "natural". Regeneration will provide the next generation of Yellow Gums and will contribute to the habitat values of the Reserve. Regeneration may not always be successful due to pressures such as competition from weed species at seedling stages and predation by insects.

Regeneration should occur in discreet areas so that the overall open woodland structure is not compromised.

### **Methods**

Areas are to be set aside for regeneration of the Yellow Gums. Preparation of these areas is to reduce the biomass of the existing weedy understorey prior to seed set of the trees. This



will give the seed that falls maximum opportunity to regenerate. An experimental approach to regeneration is recommended. Methods for biomass reduction include herbicide application, grazing, slashing and burning. Areas appropriate for regeneration are areas that are currently open and that are down wind from the existing trees.

Monitor the success of regeneration. Regeneration may vary from year to year depending on conditions. Density of regeneration should be determined by natural factors. Dense regeneration will provide a variety of habitat and visual amenity. Trees will determine the appropriate densities as they mature.

In the event of natural regeneration failing then tubestock should be planted. If this is required then plants should be placed at random densities in areas where regeneration was anticipated.

## **UNDERSTOREY RESTORATION**

### **Aim**

The understorey vegetation in the Reserve is currently dominated by exotic species. This is to be restored to indigenous vegetation. The aim is to recreate an understorey that is predominately indigenous grasses and grasslike plants with occasional stands of shrubby species. The creation of an open understorey will most closely resemble the original vegetation and will be the most appropriate vegetation cover in terms of management for utilitarian purposes.

Restoration is to be done in stages.

Refer to table 1 for appropriate species and methods for establishment.

### **Methods**

- Remove exotic vegetation, by spraying the site with herbicide, Glyphosate at recommended rates. Spraying to be carried out 2-3 times as required to remove existing vegetation and to exhaust the soil stored seed bank of exotic species. Due to the history of the site areas within the Yellow Gums are not expected to have significant component of indigenous soil stored vegetation. However the site will require monitoring to identify regeneration for indigenous vegetation which can then be kept.
- Re-establish indigenous understorey. This is to be established by using 3 techniques. 1 - direct sowing of seed of grass species collected from site. 2 - transplantation of vegetative material from elsewhere on site utilizing vegetation that is to be lost due to works associated with the sub-division. 3 - planting out of nursery grown plant material.
- Monitor site and manage. The most likely form of management required will be weed control. This will have to be done as needed. The timing and type of weeding (spraying, wick wandling, slashing, hand removal etc) will depend upon the type and quality of regeneration including the species and abundance of weeds. Concurrently indigenous plant material can be introduced, as required. The aim is to continue to weed and to introduce



indigenous species until the indigenous species are out competing the exotic.

- Plant shrub species in designated areas (this will be best done with nursery grown tubestock). Shrubs are to be planted in small dense clusters that will initially require mulching. Shrubs are only required as a minor component of the vegetation. It will be possible to place shrubs to create visual barriers, if required. The shrubby vegetation will require ongoing monitoring to ensure that they do not invade and out compete the grassy areas.

### **Ongoing management of indigenous understorey areas**

Once areas of understorey are established the most appropriate ongoing management will be slashing (although fire could possibly be utilized). Slashing is to be carried out twice per year, early spring and late summer, however this may require further consideration depending upon the type of regeneration achieved and yearly weather variations. The late summer slashing (ie late January to February) is to allow for seed set of indigenous species. Slashing is to be set at 80 n-100 mm high and care is to be taken not to disturb the ground layer. Slashing will not be required in the areas planted with shrubs. This form of slashing should meet the requirements for utilitarian and fuel reduction purposes. Weed control will be required to be ongoing (*refer Weed Control*).

## **WEEDS**

Due to the disturbed nature of the understorey and the elevated nutrient levels weed invasion is likely to be significant. Consequently weed control will be an essential component of vegetation works, especially in the establishment stages. After establishment, weed control works and monitoring will be required to be ongoing. The aim of weed control is to limit weed cover so that the indigenous vegetation will prosper. It may not be essential or practical to eliminate all weed species. Some species may require control only (eg slashing) or may be tolerable as the ecological impact may be minimal. The exact methods and timing of weed control will be determined as required.

### **Limiting Future Weed Invasions**

Due to the documented ecological impacts of environmental weeds, steps are to be taken to limit the possibility of ongoing weed invasions, they are -

- Limit the amount of disturbance to the ground layer.
- Control inputs of nutrients and water.
- Ensure that environmental weeds are not planted in the sub-division.



## **FAUNA, PETS AND PEST ANIMALS**

It is assumed that the restoration and management of the indigenous vegetation will provide appropriate habitat for indigenous fauna. Noisy Miners may require management (*refer above*).

Pest animals such as Rabbits will require control. This is likely to be ongoing, monitoring is required.

Pets are to be kept out of the Reserve, due to the potential for adverse impact upon flora and fauna values.

## **FENCING**

Fencing around the perimeter of the Reserve is to be post and rail with small section ring lock wire.

## **ACCESS**

Access to the Reserve is to be limited to formal public entry points. Access from individual properties is not appropriate.

## **TRACKS AND PEOPLE MOVEMENT**

Tracks through the Reserve are to be designed to allow access through the Reserve and to link entry / exit points. Tracks are to be informal ie low slashed grass. People will be encouraged to stay to the tracks and to keep away from sensitive regeneration areas.

## **SIGNAGE**

Signs are to be installed to alert and educate Reserve users to the significance of the Reserve and to appropriate uses. These are to consist of permanent signs at the entry to the Reserves and mobile signs that can be moved around the Reserve as conservation works dictate.

Adequate signage should remove the requirement to place temporary fencing around conservation areas.





## DRAINAGE

Any drainage works that are required to traverse the Reserve, ie from road run-off, are required to be installed without damage to Yellow Gums and to be restored to the original soil contours and profiles. All extra inputs of water are to be taken away from the site, thus creating no change in the natural hydrological regimes.

## EXISTING DAM

A dam currently exists on the southern perimeter of the Reserve. It is not envisaged that this will have any useful role in the conservation of the Yellow Gums and that it may be potentially hazardous. It is recommended that this dam be filled in. Care should be taken to return the soil to as close as is possible to the original contours and profiles. Care will also be needed not to damage nearby Yellow Gums.

**Table 1 Indigenous plant species suitable for restoration Works**

Botanic Name	Common Name	Use
<i>Senecio biserratus</i>	Jagged Fireweed	S
<i>Senecio glomeratus</i>	Annual Fireweed	S
<i>Senecio hispidulus</i>	Rough Fireweed	S
<i>Dichondra repens</i>	Kidney Weed	S,D
<i>Kennedia prostrata</i>	Running Postman	S
<i>Goodenia geniculata</i>	Bent Goodenia	D
<i>Prostanthera nivea</i>	Snowy Mint Bush	T
<i>Bursaria spinosa</i> var <i>macro</i>	Sweet Bursaria	T
<i>Clematis microphylla</i>	Clematis	S
<i>Aceana</i> sp	Sheeps burr	S
<i>Banksia marginata</i>	Silver Banksia	T
<i>Lepidosperma curtisiae</i>	Little Sword Sedge	D
<i>Lepidosperma gunnii</i>	Slender Sword-sedge	D
<i>Lepidosperma laterale</i>	Variable Sword-sedge	D
<i>Dianella brevicaulis</i>	Coast Flax-lily	D,S
<i>Dianella revoluta</i>	Black-anther Flax-lily	D,S
<i>Austrodanthonia geniculata</i>	Wallaby-grass	S
<i>Austrodanthonia laevis</i>	Wallaby-grass	S
<i>Austrodanthonia racemosa</i>	Wallaby-grass	S
<i>Austrodanthonia setacea</i>	Wallaby-grass	S
<i>Dichelacne crinita</i>	Plume-grass	S
<i>Microleana stipoides</i>	Weeping Grass	S
<i>Poa</i> sp	Tussock-grass	S,D

<i>Themeda triandra</i>	Kangaroo Grass	S
<i>Lomandra</i> sp	Mat Rush	D
<i>Stipa</i> sp	Spear Grass	S

## Use

S -seed, direct seeding

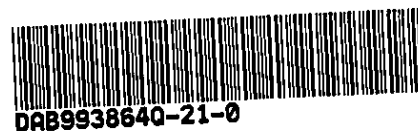
T - tubestock production

D - Dig up and transplant, divide where possible.

## REFERENCES

Carr, G.W.; *Reilly's Ocean Grove Property Vegetation Assessment*, Feb 99. Ecology Australia.

Trengove, M.H.; *Ocean Grove Park (Ingamells) Conservation and Management Strategy*, Jan 98. Ocean Grove Park Inc.



*Management prescription for  
privately owned lots - presented to  
Panel*

**REILLY'S PROPERTY**

**THACKER ST OCEAN GROVE**

**MANAGEMENT PRESCRIPTIONS  
FOR VEGETATION  
ON FUTURE PRIVATELY OWNED LOTS**

**Prepared for Tony Reilly**

**"Goandra" Pty Ltd**



**DAB9938640-22-3**

**Mark Trengove  
February 2000**



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## INTRODUCTION

An area of 78 ha at Thacker St Ocean Grove, known as the Reilly's property, is to be sub-divided for residential use. The land is currently grazed. Much of the site contains significant woodland vegetation, in particular a sizable stand of the Bellarine Yellow Gum (*Eucalyptus leucoxylon ssp bellarinensis*). This site was recognized by Ecology Australia (February 1999) as being of National Conservation Significance. Ecology Australia identified one Nationally Significant species, the Bellarine Yellow Gum, and 39 Regionally Significant species.

An area of 4.2 ha that contains the most intact stands of the Yellow Gum is proposed to be reserved for conservation (the Reserve). Individuals and populations of the Yellow Gums and other significant species occur across much of the sub-division. These areas will be identified and zoned as Special Vegetation Protection Zones (SVPZ). This document provides prescriptions for the preservation and management of the vegetation in those Zones.

## OBJECTIVES

The objective of this report is to provide management prescriptions for the SVPZ which occur in the future privately owned lots.

This report will provide the prescriptions for the vegetation in two sections -

- 1 Yellow Gums and other trees species
- 2 Areas of significant understorey vegetation

The prescriptions will allow for protection and management of existing vegetation and for future regeneration.

It is also important that safety issues such as fire risk be managed, and that amenity values be considered.

## DISCUSSION

These prescriptions are for the areas that are to be privately owned. In addition to these prescriptions, an area of 4.2 ha of public open space is proposed which will encompass the most intact stands of Yellow Gums. This Reserve will have conservation as the primary purpose. Prescriptions for the management of the Reserve area are contained in the separate document "Yellow Gum Reserve - Vegetation Management and Restoration Prescriptions - November 1999"





This report acknowledges the need to conserve the Yellow Gums over the whole of the site, not just within the Reserve. This is important for two main reasons -

1 - To provide habitat for wildlife. Loss of woodland trees is a major conservation concern (RAOU 1996).

2 - To conserve the genetic integrity of the Yellow Gum population. Research indicates that localized Eucalyptus populations such as the Yellow Gum can have significant variation in gene pools, hence the need to conserve as much of the population as is possible (Moran and Hopper 1987).

Given that these prescriptions are for private land it is important that they provide clear and achievable aims. If the prescriptions are too complex or time consuming to implement then residents may become disinclined to follow them. Some of the skills required to undertake management prescriptions (such as plant identification and ecological principals) will require a degree of skill that may not be possessed by residents. It is important that information is available to assist owners in acquiring these skills (these tasks are not dissimilar to those of more traditional horticulture, once learned that can be just as rewarding) (*refer to Education*).

Enforcement of these prescriptions will also be more achievable if residents are aware and cooperative.

Areas that are identified as carrying significant vegetation will be designated as SVPZ and will also be subjected to a Council Preservation Planning Order Overlay. These areas will be identified by on additional ground field surveys by a suitably qualified person. Ideally this would be undertaken after the subdivision boundaries are identified on the ground. The building envelopes will then be located to have the minimum possible impact upon the SVPZ.

In general it is considered that the overall objectives of conservation and amenity/safety values can be achieved without undue concern to owners. This task is made easier by the main conservation objective being to maintain an open grassy woodland, as this type of vegetation is visually appealing and relatively "friendly". Some areas of significant understorey vegetation will require separate management prescriptions.

A balance between conservation and amenity values is required. The location of building envelopes needs careful consideration to not create unnecessary conflicts between conservation and amenity values. The proposed slashing regimes will be sufficient to satisfy fuel reduction and fire risk considerations and to maintain an open and safe feeling for the residents.

Education of residents in the form of a kit is essential. This will provide them with the appropriate management prescriptions for the type of vegetation they are to manage and also help them to appreciate the reasons for the conservation measures. The conservation areas should not be promoted as "no go" areas, but as areas where certain activities are encouraged and that other activities are not permitted.



## **RECOMMENDATIONS**

### **YELLOW GUMS AND OTHER SIGNIFICANT TREES**

#### **Existing Trees**

Where ever practical existing Yellow Gums and other significant trees are to be retained and managed to ensure healthy growth.

#### **Tree Understorey Management**

The general management aim is to encourage the indigenous understorey species to dominate the vegetation as much as possible.

The composition of the understorey vegetation, ie the amount of exotic and indigenous species, will vary from site to site and over a period of time. Most sites will contain a mixture of indigenous and exotic material. The timing and amount of vegetative growth will vary from year to year with seasonal differences. Consequently it is not possible to predict the exact management requirements. An assessment of each site is to be carried out to determine the recommended management regime.

The current (and the historical) management of the site is grazing. The vegetation that remains is to a large extent a product of that regime. It appears that the vegetation is in a process of gradual decline as a result of that grazing and possibly other pressures. After subdivision the grazing regime will cease. If no other management regime is implemented then there will be a build up of biomass, particularly of exotic species, which will lead to a decline of the understorey diversity as well as increased fire risk and loss of aesthetic values. Hence an alternative management regime is required to replace grazing. The two alternatives are fire and slashing. Fire is considered to be too difficult and dangerous within the private blocks, hence slashing is preferred as the primary method of biomass reduction.

The timing and height of slashing that is required differs to that of a traditional exotic lawn. In areas with predominately exotic species slashing is to be done with a view to limiting the seeding and spread of exotic species. The height of the slash is to be between 5 - 10 cm, slightly higher than in a traditional lawn. The frequency will vary but would typically be 2-3 times per year.

In areas of predominantly indigenous vegetation slashing is employed to maintain species diversity and to reduce biomass to allow for regeneration from seed. The height of the slash is to be between 5 - 10 cm. The frequency of slashing will vary but would typically be once or twice per year.

The frequency of slashing will be required to be subject to review to determine the effectiveness of the suggested regimes.



Residents are to be encouraged to work over a period of time to remove the more invasive exotic species (*refer to Environmental Weeds*) and to increase the cover of indigenous species. Management that employs selective weeding to remove exotic species such as *\*Phalaris aquatica* (Toowoomba Canary-grass) combined with a mowing regime that encourages indigenous grasses such as *Microleana stipoides* (Weeping Grass) will over time improve the quality of the understorey in terms of conservation values, aesthetic values and fire protection values. The recommended method of weed control for invasive grass and herbaceous species is spot spraying with a systemic herbicide such as Glyphosate. Increases in the cover of indigenous understorey can be achieved through natural recruitment and regeneration, direct seeding, planting or a combination of these methods. An understorey that is dominated by indigenous grasses will still require mowing, but less frequently than an understorey dominated by exotic species.

### Senescent Trees

Dead or senescent trees should also be retained, where necessary the minimum amount of pruning of limbs should be carried out to ensure safety. It is preferable to allow trees to senesce naturally, as this allows for hollows to develop which provide habitat for wildlife.

### Regeneration of Yellow Gums and other Significant Trees

Regeneration of Yellow Gums is essential to the ongoing survival of the population. However it is not necessary to have regeneration on all of the sites at the one time. A balance between regeneration and maintenance of an open woodland structure is desirable. With the changed management from grazing to slashing it is likely that regeneration of Yellow Gums and other trees will occur, where practical these trees should be encouraged to develop. Areas of regeneration should be identified and not slashed, to allow for growth. Once trees reach a suitable height slashing between trees can be resumed. Regeneration may occur in inconvenient locations, in these instances it may be possible to transplant the seedlings to an appropriate site. Regeneration should occur at least often enough to allow for new trees to replace those which are senescent. This may only be required infrequently, but it must be agreed upon as an objective. Land owners are to be encouraged to utilize regeneration to increase the size of the conservation zones, where possible.

It is likely that there will be regeneration of large numbers of indigenous Wattles (*Acacia* sp). It is desirable to encourage wattle regeneration but in a controlled manner. Thick wattle regeneration is not desirable, except in isolated stands, as it will cause loss of ground flora diversity and elevated biomass levels, as well as the loss of the open woodland structure. Wattles may therefore require thinning. If this is required it is to be carried out without disturbing the soil surface.

From a vegetation structure perspective the aim should be to maintain a balance between an open woodland structure and areas of thicker middle storey shrubs and smaller trees (such as



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wattles). The open structured woodland should be maintained as the dominant vegetation type, as this is consistent with the main conservation objectives and also maintains amenity values. Thicker middle storey vegetation should be kept to limited areas for reasons stated above and also to assist with the provision of habitat for a diversity of fauna species, which is important to maintain the health of the Yellow Gums ( *refer to Monitoring the Health of Yellow Gums*).

### **Planting of Yellow Gums and other Significant Trees**

If natural regeneration of the Yellow Gums and other significant trees is not successful then planting of appropriate stock will be required. The purposes of planting are the same as those of natural regeneration, to ensure continuation of the conservation aims. Planting should be carried out only with appropriate indigenous species, collected from local provenance (*refer below to Table 1*). Residents are to be encouraged to plant other indigenous species (shrubs, etc) both within the conservation zones and in other section of the properties. Where planting is to occur in the conservation zones, it is important not to plant shrub species too thickly as this will compromise the open woodland community and potentially inhibit regeneration of tree species. Mulch is to be used sparingly and so as to not smother indigenous ground flora. Mulch is to be free of weed seeds and propagules and is to be monitored in case of any weeds being inadvertently present.

### **Size and location of Understorey Zones**

The size of the understorey zones shall cover all of the area underneath the canopy of the tree or trees plus an additional 2 metre buffer area. The location of the zones may vary over time as new areas of regeneration become established. (*Refer to Review and Monitoring*).

### **Monitoring the Health of Yellow Gums**

Canopy die-back has been identified as a concern (Carr 1999). This is considered by Carr to be due to two main pressures - Noisy Miners and cattle grazing. The removal of cattle grazing is expected (by Carr) to improve tree condition, although it is noted that die back in the Yellow Gums is occurring in varying degrees across the whole of the Ocean Grove area (eg Ocean Grove Nature Reserve, Woodlands Estate, Ocean Grove Park), regardless of land uses. Therefore a program of managing the Noisy Miners requires consideration. As Noisy Miners are a native bird it is required that a permit to manage be obtained from the Department of Natural Resources and Environment and that any works be done according to their recommendations. These works are to be undertaken in conjunction with works in the Reserve area.

Noisy Miners are known to be a problem in areas of open woodland such as at Reilly's (Conole 1993). A common management recommendation is to provide a greater diversity of





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habitats by planting thicker middle storey and understorey vegetation. This type of activity typically happens in urban areas and can be seen in the Woodlands Estate and in the gardens of Ocean Grove generally. Therefor it is assumed that the sub-division development, both within the SVPZ and in the general horticultural areas, will provide over time a degree of control of the Noisy Miner problem. Observations of the comparative health of the Yellow Gum canopies at Reilly's and The Woodlands Estate indicate that the canopies are currently healthier at Woodlands, which supports this assumption.

Potential localized impacts upon the Yellow Gums as described above (*refer Permitted Uses*) will require ongoing monitoring and remedial management as needed.

Monitoring of the health of mature Yellow Gums is required to be ongoing, both in the SVPZ and in the Reserve.

### **SIGNIFICANT UNDERSTOREY VEGETATION**

Significant Understorey Vegetation areas are those that contain a diversity of the indigenous ground flora, these include grasses, sedges and wildflowers. These areas constitute only a small percentage of the site and will only occur on some blocks. They may or may not include tree species. They are to be managed as SVPZ. The protection and appropriate management of these sites is important for the conservation of the biodiversity of the site. Carr (1999) reported that 34 of the 39 Regionally Significant species were ground flora species.

Generally the most diverse and intact understorey areas occur in the less fertile sandier sites that are dominated by Manna Gums. Weed invasion and biomass growth is expected to be slower in these sites than in the more fertile Yellow Gum dominated sites (which tend to have less intact and weed dominated ground flora).

The management aim is to maintain the diversity of the indigenous species, reduce the weed cover and increase the numbers of species with small populations.

The management regimes required (ie slashing and weed control) are essentially the same as for the tree understorey zones (*refer above to Understorey Management*). However attention will be required to monitor populations of species and weed invasions. In areas with less weed species the slashing regime can be less frequent.



## PERMITTED USES

Permitted uses in the Special Vegetation Protection Zones are nature conservation, nature observation and passive recreation.

No structures are to be built on or in the trees or within the zones, except for nesting boxes, if required. No hard or unnatural surfaces are allowed. No activities which will alter the natural hydrological regime or nutrient levels are allowed in the zones. Any activity which creates disturbance to the soil is not permitted. No runoff from other sites is allowed to enter the zones. Any larger branches that fall within the zone may be left for habitat and nutrient recycling purposes.

Corner marking posts are required to demarcate the Zones. It is not considered necessary to fence off the conservation zones, however some owners may wish to do this, in which case post and wire fencing is prescribed (*refer to Fencing*).

## EDUCATION

The education of residents is essential to the successful long term conservation objectives.

An education package is required to be developed which would provide the following -

- initial explanation of values of site ( at point of sale)
- explanation of permitted uses and covenant agreement (at point of sale)
- identification of the locations of significant values (size and location of SVPZs)
- plant identification skills
- management skills

This information is required to be presented in a kit form and to be reinforced with a workshop session with a suitably skilled facilitator.

Skill sharing workshops are recommended to occur occasionally, as required. Individual owners will face similar challenges, workshops with a suitably skilled facilitator to share techniques and experiences will help increase knowledge and reinforce the overall aims of the sub-division.

"Land For Wildlife" provides education and support services to communities that are wishing to undertake conservation activities on private land. The Geelong Region Land for Wildlife Officer has indicated that these services would be appropriate for and available to this sub-division. There are several successful examples of this type of partnership, both locally and across Victoria. The City of Greater Geelong has also indicated a willingness to become actively involved with the promotion of conservation initiatives.

The formation of a "friends of" group is recommended, such a group would be encouraged to become involved, with Council, in the management of the Reserve, as well as the private land.

## ENFORCEMENT OF PRESCRIPTIONS

Enforcement of management prescriptions is required to ensure that the prescriptions have validity. The most appropriate way to achieve this is to implement a Section 173 Agreement for the Special Vegetation Protections Zones to be monitored and enforced by the City of Greater Geelong. However it is acknowledged that enforcing these prescriptions could present difficulties, especially if the owners are unaware or unsympathetic to the conservation values. For this reason the education and encouragement of residents is seen as essential requirements (*Refer Education*).

## REVIEW AND MONITORING

The location of the SVPZ may vary over time, as sites regenerate and senesc., This is to a certain degree unpredictable, due to the vagaries of nature. Changes in the locations of the significant vegetation may necessitate a review of the boundaries to accommodate changes.

Monitoring the health of the vegetation and the effectiveness of regeneration techniques will be required to ensure success.

It is recommended that a review of the boundaries and monitoring of the health of the vegetation be carried out on a regular basis, once every five years. The monitoring and review should be carried out by Council with a suitably experienced ecological consultant, in the presence of the owners/ residents.

## WILDLIFE CORRIDOR TO OCEAN GROVE NATURE RESERVE

A wildlife corridor is to be established between the Reserve and the OGNR. This is to be established in the form of a continuous canopy of tree species (ie Yellow Gum, Manna Gum and Sheoke) that will be located from the northern end of the Reserve along the boundary of Lots 23 and 24 to the OGNR. It is required to be 10 metres wide, 5 metres on each property. It is not required to be fenced. At the OGNR end, within the 20 metre Buffer Zone the vegetation will be required to be open (ie suitably spaced clean trunk trees with lower limbs removed and the understorey slashed to satisfy the Buffer Zone requirements.



## **DOMESTIC ANIMALS**

Due to the potential environmental impact of domestic animals the following prescriptions are proposed-

Dogs are allowed only under the following circumstances

- Must be limited to two per property

- Must be controlled in accordance with council guide lines

- Must not be allowed in the Reserve

Cats are not allowed.

Horses and other grazing animals are not allowed.

## **PEST ANIMALS**

Pest animals such as Rabbits, Hares and Foxes are likely to occur from time to time in the sub-division. These animals will most likely cause damage to environmental values and consequently will require control. Management will be most effective if undertaken on a consistent, whole of sub-division basis. Management should be employed to cause a minimum of disturbance to the soil. Follow up monitoring will be required.

## **USE OF YELLOW GUMS AND OTHER INDIGENOUS SPECIES IN THE LANDSCAPE**

Owners are to be encouraged to utilize the indigenous flora in the landscape as a theme to the sub-division. This would increase the numbers of indigenous species and help to meet conservation aims.

## **USE OF YELLOW GUMS AND OTHER SUITABLE SPECIES ON ROADSIDES**

The indigenous species are to be used for roadside plantings. This will help to achieve conservation objectives and to visually enforce the natural setting and unique qualities of the sub-division.







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**Table 1 Indigenous species Suitable for Landscape and Roadside Use**

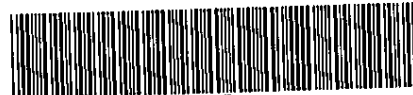
BOTANICAL NAME	COMMON NAME
<i>Acacia implexa</i>	Lightwood
<i>Acacia mearnsii</i>	Late Black Wattle
<i>Acacia pycnantha</i>	Golden Wattle
<i>Allocasuarina littoralis</i>	Black Sheoke
<i>Allocasuarina verticillata</i>	Drooping Sheoke
<i>Banksia marginata</i>	Silver Banksia
<i>Bursaria spinosa var macrophylla</i>	Sweet Bursaria
<i>Eucalyptus leucoxylon ssp bellarinesis</i>	Bellarine Yellow Gum
<i>Eucalyptus viminalis</i>	Manna Gum
<i>Exocarpus cupressiformis</i>	Cherry Ballart
<i>Myoporum insulare</i>	Common Boobialla
<i>Pomaderris paniculosa ssp parilia</i>	Coast Pomaderris
<i>Prostanthera nivea</i>	Snowy Mint-bush

## ENVIRONMENTAL WEEDS

Environmental weeds are known to pose a significant threat to indigenous vegetation. Escapes from horticulture are of particular concern. Carr (1999) identified 21 species of environmental weeds which already occurred on Reilly's land. These species are to be removed from the sub-division, both from the Reserve and the future private lots. Owners are not permitted to plant or have on their property any of these species or any other known species of environmental weeds. Known species of environmental weeds are those which are listed as such in the book "Environmental Weed Invasions in Victoria" (Carr, et al 1992). Appropriate literature (eg City of Greater Geelong Environmental Weeds Brochure "Garden Pants are Going Bush...") that will assist resident's with the identification and management of weeds is to be distributed to land owners as a part of the educational package.

**Table 2 Environmental Weed Species Recorded At Reilly's (From Carr 1999 and this Report)**

BOTANICAL NAME	COMMON NAME
<i>Agapanthus praecox ssp orientalis</i>	Agapanthus
<i>Asparagus asparagoides</i>	Smilax
<i>Chrysanthemoides monilifera</i>	Boneseed
<i>Coprosma repens</i>	Mirror Bush
<i>Dactylis glomerata</i>	Cocksfoot



DAB9938640-34-9

11

*Dipogon lignosus*  
*Eucalyptus globulus ssp bicostata*  
*Freesia alba*  
*Genista monspessulana*  
*Gladiolus undulatus*  
*Lycium ferocissimum*  
*Melaleuca armillaris*  
*Oxalis pes-caprae*  
*Phalaris aquatica*  
*Pinus radiata*  
*Pittosporum undulatum*  
*Polygala myrtifolia*  
*Rosa rubiginosa*  
*Rubus fruticosus* sp gg  
*Solanum linnaeanum*  
*Sporobolus indicus var capensis*  
*Ulex europaeus*

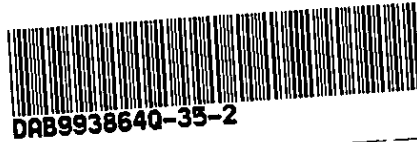
Dipogon  
 Eurrabie  
 Freesia  
 Montpellier Broom  
 Wild Gladiolus  
 Boxthorn  
 Bracelet Honey-myrtle  
 Sour-sob  
 Toowoomba Canary-grass  
 Radiata Pine  
 Sweet Pittosporum  
 Myrtle-leaf Milkwort  
 Briar Rose  
 Blackberry  
 Apple of Sodom  
 Indian Rats-tail Grass  
 Gorse

## HORTICULTURE

Horticultural activities are permitted within the building envelope and areas outside the SVPZ at the residents discretion. However activities that impact upon the natural values of the SVPZ and the Reserve are not permitted. The activities include-

- The use of known environmental weeds (*refer above to Environmental Weeds*) and
- Activities which will cause alteration to the natural hydrological regimes and nutrient levels within the SVPZ and the Reserve.
- Activities which will cause disturbance to the soil surface within the SVPZ or the Reserve
- Dumping of garden refuse or other material in the SVPZ or the Reserve (with the exception of mulching around planted material) (*refer above to Planting of Yellow Gums and Other Significant Trees*).

Residents are to be encouraged to utilize the indigenous flora within their horticultural activities, so as to increase conservation aims and to provide a cohesive appearance to the subdivision.



## FENCING

Fencing between neighbouring properties is not a requirement. If neighbouring residents decide to install a fence then the post and rail variety is recommended. Wire can be either ring lock or strained wire, barbed wire is not permitted. This type of fencing will have minimal visual impact, will not unduly impact upon wildlife and will be consistent with the fencing of the Reserve perimeter.

Other types of fencing are permitted, pending Council approval. The conditions for this are that the proposed fences can be shown to pose no environmental impact ( eg environmental weed introduction, soil compaction, movement of wildlife) or create an unacceptable visual impact.

## HARD SURFACES

Hard surfaces (paths, drive ways etc) are to be permeable in order to minimise the amount of storm water runoff and thus environmental impact. This is in keeping with the Vic Code Subdivision and Single Dwelling Guidelines (12O -4,6) April 1992.

## BUILDING ENVELOPE

The building envelope is the parcel of land in which buildings and the disturbance associated with building and ongoing maintenance of the buildings is permitted.

Any disturbance is to be kept within that envelope, no disturbance is permitted outside the envelope. No materials, solid or liquid are to be dumped outside the envelope. During construction a temporary orange plastic safety mesh fence is to be erected around the building envelope to limit building works to within the envelope.

## BUFFER ZONE

A 20 metre wide buffer zone is required to be established along the boundary adjacent to the OGNR. The zone is to be maintained as an area free of woody vegetation (with the exception of the wildlife corridor (*refer Wildlife Corridor to the OGNR above*) and kept in a slashed, ie-fuel reduced, condition at all times. Land on private adjacent to the Buffer Zone is required to be kept in a fuel reduced condition and no building is allowed to occur within 20 metres of the Buffer Zone.

## ACKNOWLEDGEMENTS

The following people provided assistance with the preparation of this report -

Tony Reilly- Goandra, Ian McCartney - CoGG, Peter Moulton - Trust for Nature, Graeme Tribe - Geelong Field Naturalist Club, Bruce Humphries - CoGG, Tony Cavanagh - Woodlands Estate, Doona Burns - Land For Wildlife, Tim Blythe AT Cocks and Associates.

## REFERENCES

Anon. "Conserving Woodland Birds in the Wheat and Sheep Belts of Southern Australia" - RAOU - 1996.

Anon. "Vic Code - Subdivision and Single Dwelling Guidelines"- Dept of Planning and Infrastructure- 1992.

Anon. "Warrenbeen Estate Educational Package" - DNRE Geelong Nov 1999.

G W Carr "Reilly's Ocean Grove Property Vegetation Assessment" - Ecology Australia - February 1999.

G W Carr, J V Yugovic and K E Robinson. "Environmental Weed Invasions in Victoria, Conservation and Management Implications" - Department of Conservation and Environment 1992

Laurie Conole "Planning for Wildlife when Managing Vegetation"- September 1993.

G F Moran and S D Hopper "Conservation of the Genetic Resources of Rare and Widespread Eucalyptus in Remnant Vegetation" ' Nature Conservation: The Role of Remnants of Native Vegetation, Surrey Beattie and Sons -1987.

M Trengove "Reilly's Property Thacker St Ocean Grove Yellow Gum Reserve - Vegetation Management and Restoration Prescriptions" - November 1999.

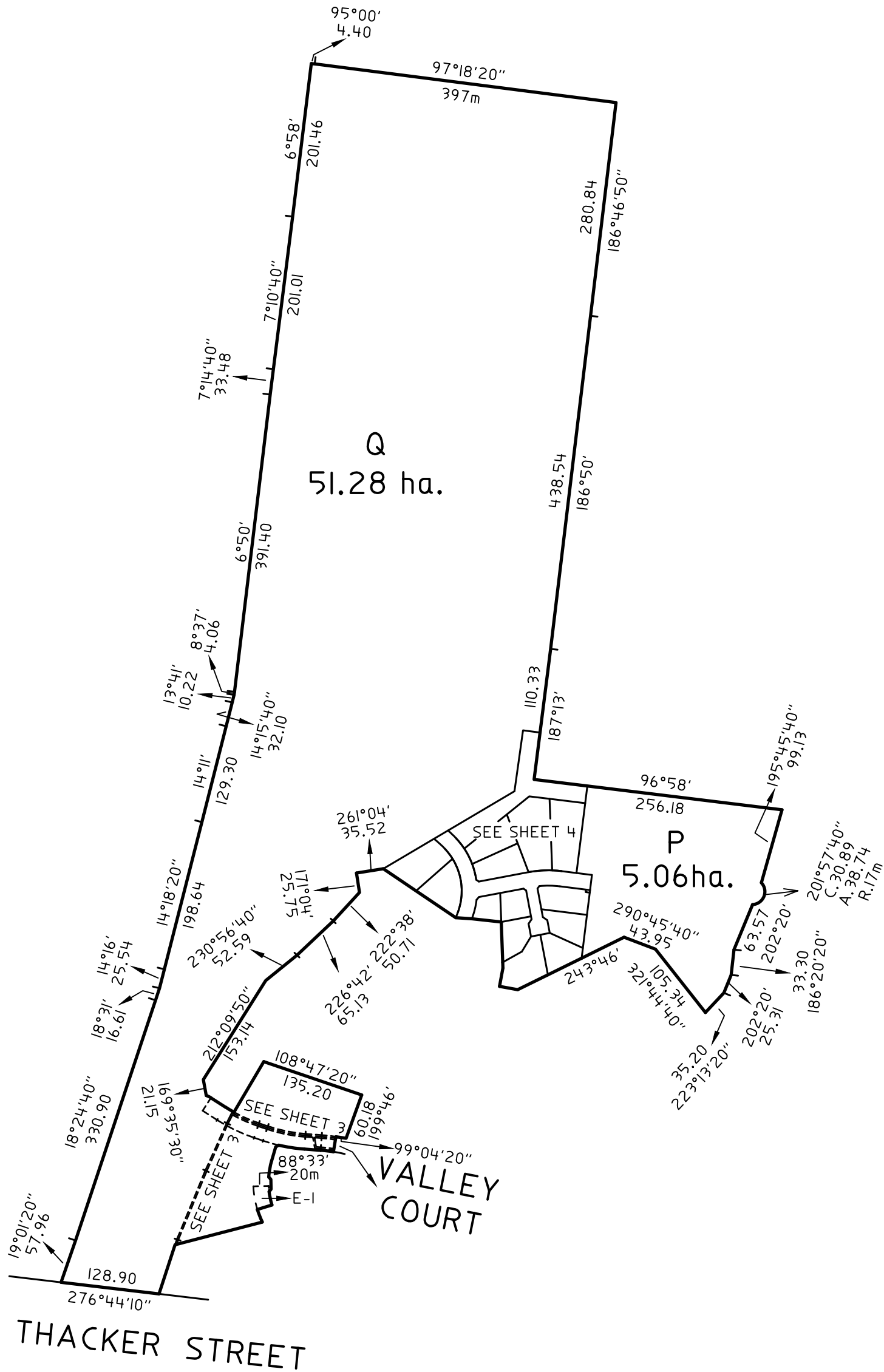
M Trengove "Ocean Grove Park (Ingamells) Conservation and Management Strategy"- Ocean /Grove Park (Ingamells) Inc January 1998.





PLAN OF SUBDIVISION			EDITION 1		PS 741438X	
LOCATION OF LAND			COUNCIL NAME: CITY OF GREATER GEELONG			
<p>PARISH: BELLARINE</p> <p>TOWNSHIP: -</p> <p>SECTION: C</p> <p>CROWN ALLOTMENT: 17, 18, 19 (PARTS)</p> <p>CROWN PORTION: -</p> <p>TITLE REFERENCE: VOL.11906 FOL.411</p> <p>LAST PLAN REFERENCE: PS.734657A (LOT Z)</p> <p>POSTAL ADDRESS: CONRAN DRIVE (at time of subdivision) OCEAN GROVE, 3226</p> <p>MGA CO-ORDINATES: E: 282 870 ZONE: 55 (of approx centre of land in plan) N: 5 763 500 GDA 94</p>						
VESTING OF ROADS AND/OR RESERVES			NOTATIONS			
IDENTIFIER		COUNCIL/BODY/PERSON		Lots 1 to 25, 30 to 55 and 57 to 146 have been omitted from this plan.		
ROAD R - 1 RESERVE NO.1 RESERVE NO.2 RESERVE NO.3		CITY OF GREATER GEELONG CITY OF GREATER GEELONG CITY OF GREATER GEELONG POWERCOR AUSTRALIA LTD.				
NOTATIONS						
DEPTH LIMITATION Does not apply						
<p>SURVEY: This plan is based on survey. (See PS 546299X)</p> <p>STAGING: This is not a staged subdivision. Planning Permit No. 1421/2004</p> <p>This survey has been connected to permanent marks No(s).</p> <p>In Proclaimed Survey Area No.</p>						
EASEMENT INFORMATION						
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)						
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of		
E - 1	WAY & DRAINAGE	20	PS.544993R	CITY OF GREATER GEELONG		
E - 1	SEWERAGE	20	PS.544993R	BARWON REGION WATER CORPORATION		
E - 2	CARRIAGEWAY	SEE PLAN	PS.722869B	CITY OF GREATER GEELONG		
E - 3 & E - 4	PIPELINES OR ANCILLARY PURPOSES	2	PS.722869B (Section 136 of the Water Act 1989.)	BARWON REGION WATER CORPORATION		
E - 4	CARRIAGEWAY	2	PS.722869B	CITY OF GREATER GEELONG		
E - 5	PIPELINES OR ANCILLARY PURPOSES	2	PS.734657A (Section 136 of the Water Act 1989.)	BARWON REGION WATER CORPORATION		
E - 6	PIPELINES OR ANCILLARY PURPOSES	2	THIS PLAN (Section 136 of the Water Act 1989.)	BARWON REGION WATER CORPORATION		
E - 7	PIPELINES OR ANCILLARY PURPOSES	2	PS 734656C (Section 136 of the Water Act 1989.)	BARWON REGION WATER CORPORATION		
E - 8	PIPELINES OR ANCILLARY PURPOSES	3	THIS PLAN (Section 136 of the Water Act 1989.)	BARWON REGION WATER CORPORATION		
E - 8	DRAINAGE	3	THIS PLAN	CITY OF GREATER GEELONG		
<div><div><div></div><div></div><div></div></div><div>ST. QUENTIN</div><div>Surveyors • Town Planners • Engineers</div><div>51 LITTLE FYANS STREET, P.O. BOX 919, GEELONG 3220 TELEPHONE (03) 5201 1811 FAX (03) 5229 2909</div></div>		SURVEYORS FILE REF: 14121_S7A_V05		ORIGINAL SHEET SIZE: A3	SHEET 1 OF 5	
		IAN A BENT / VERSION No.5				

MGA94  
ZONE 55

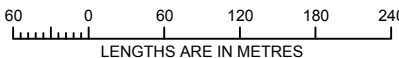


**ST. QUENTIN**

Surveyors • Town Planners • Engineers

51 LITTLE FYANS STREET,  
P.O. BOX 919, GEELONG 3220  
TELEPHONE (03) 5201 1811 FAX (03) 5229 2909

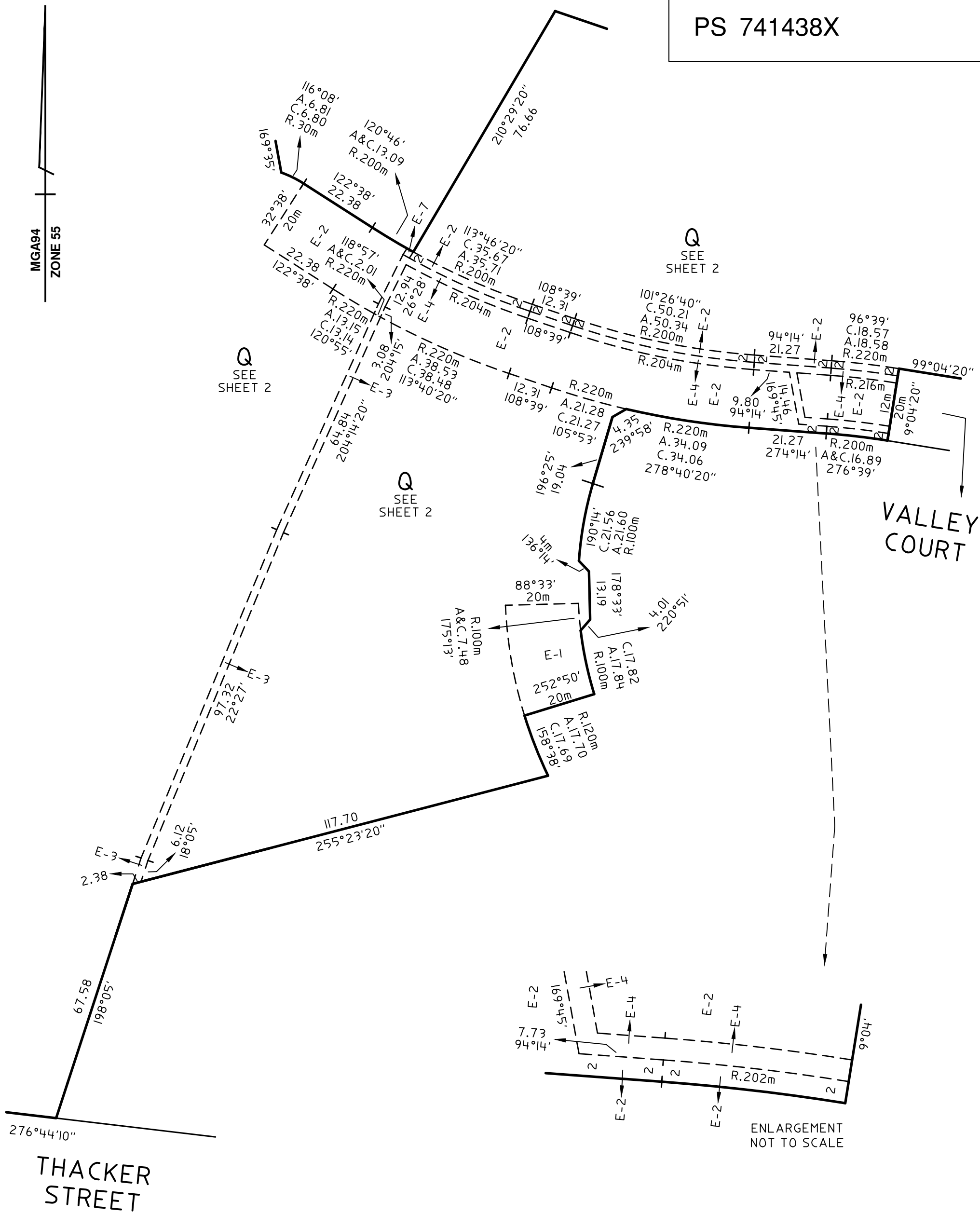
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SIZE: A3

SHEET 2

IAN A BENT / VERSION No.5



PS 741438X

MGA94  
ZONE 55

Q  
SEE SHEET 2

RESERVE NO.2  
5989m<sup>2</sup>

P  
SEE SHEET 2

RESERVE NO.1  
2966m<sup>2</sup>

CONRAN  
DRIVE

CONRAN  
DRIVE

JUNE  
COURT

ALFRED R-1  
JUNE COURT

SEE  
ENLARGEMENT

ENLARGEMENT  
NOT TO SCALE

RESERVE NO.3  
34.6m<sup>2</sup>

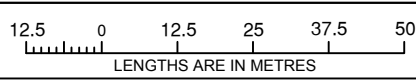
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TELEPHONE (03) 5201 1811 FAX (03) 5229 2909

SCALE  
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ORIGINAL SHEET  
SIZE: A3

SHEET 4

IAN A BENT / VERSION No. 5




Creation of restrictions:


Upon registration of this plan the following restrictions are to be created.

Land to benefit: Lots 26 - 29, 56, 147-153, & Q on this plan.

Land to be burdened: Lots 26 - 29, 56 & 147-153 on this plan.

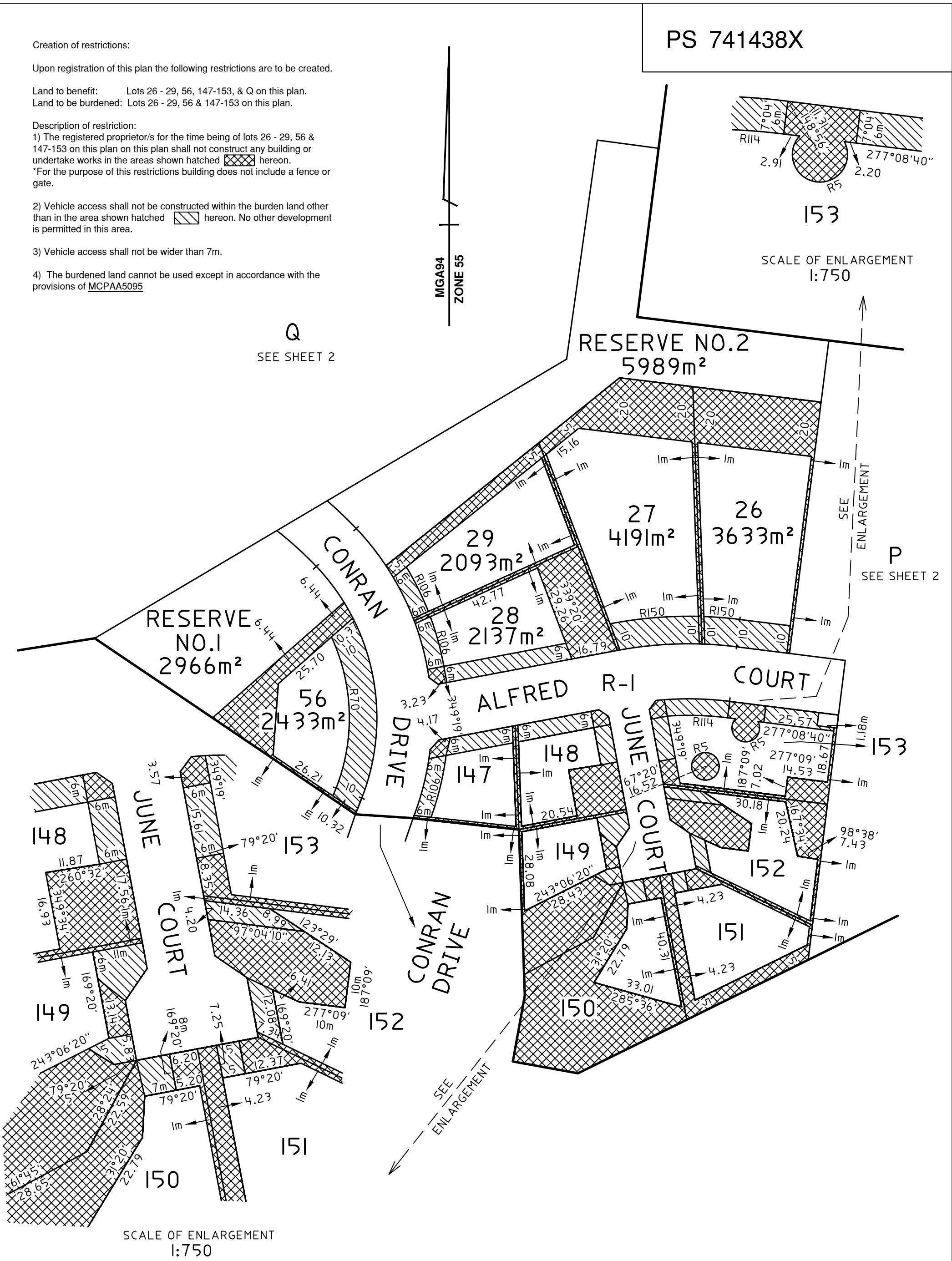
Description of restriction:

1) The registered proprietor/s for the time being of lots 26 - 29, 56 & 147-153 on this plan on this plan shall not construct any building or undertake works in the areas shown hatched  hereon.  
\*For the purpose of this restrictions building does not include a fence or gate.

2) Vehicle access shall not be constructed within the burden land other than in the area shown hatched  hereon. No other development is permitted in this area.

3) Vehicle access shall not be wider than 7m.

4) The burdened land cannot be used except in accordance with the provisions of [MCPAA5095](#)

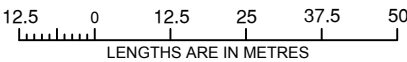


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51 LITTLE FYANS STREET,  
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SCALE  
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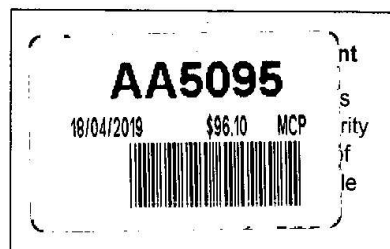
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SIZE: A3

SHEET 5

IAN A BENT / VERSION No.5

## Memorandum of common provisions

### Section 91A Transfer of Land Act 1958



Lodged by	
Name:	WHYTE JUST & MOORE
Phone:	03 5222 2077
Address:	27 Malop Street, Geelong, 3220
Reference:	DSL:254537-105
Customer code:	1737N

This memorandum contains provisions which are intended for inclusion in instruments and plans to be subsequently lodged for registration.

### Provisions

The registered proprietor or proprietors, from time to time, of any Lot on the Plan of Subdivision must not:

#### 1. Development of the Lot

- 1.1 build, construct, erect, place or cause to be built, constructed, erected, placed or permit to remain erected upon the Lot or any part of the Lot;
  - (a) more than one Dwelling or Garage; and
  - (b) more than one type of Outbuildings.
- 1.2 build, use, place or allow to remain on a Lot any relocatable or second hand Dwelling, Garage or Outbuilding or any other Building that previously occupied another site.
- 1.3 further subdivide the Lot or allow the Lot to be further subdivided.
- 1.4 consolidate or allow to be consolidated any other lot in the Plan of Subdivision with the Lot

#### 2. Use of the Lot

- 2.1 use the nature strip or front yard of a Lot for the long-term storage or parking of any Vehicles or trailers.
- 2.2 allow a Lot to become or remain in an unsightly, untidy, unclean or unwholesome condition in appearance or be used in any manner which constitutes annoyance, nuisance or disturbance to any other Lot owner in the Plan of Subdivision.

#### 3. Dwelling Materials

- 3.1 construct a Dwelling:
  - (a) with external walls of any materials other than the Approved Materials provided that the proportion of galvanised iron or zincalume or metal cladding sheet does not comprise more than 25% of the external walls (excluding glass); and
  - (b) with any second-hand Approved Materials which are visible from the Frontage.

#### 4. Garage Materials

- 4.1 construct a Garage:

35271702A

V3

1. The provisions are to be numbered consecutively from number 1.
2. Further pages may be added but each page should be consecutively numbered.
3. To be used for the inclusion of provisions in instruments and plans.

91ATLA

Page 1 of 3

**THE BACK OF THIS FORM MUST NOT BE USED**

Land Use Victoria contact details: see [www.delwp.vic.gov.au/property](http://www.delwp.vic.gov.au/property)>Contact us

**Memorandum of common provisions**  
**Section 91A Transfer of Land Act 1958**



- (a) with external walls of any materials other than the Approved Materials provided that the proportion of galvanised iron or zincalume or metal cladding sheet of any Garage does not comprise more than 15% of the external walls (excluding glass);
- (b) with any second-hand Approved Materials which are visible from the Frontage; and
- (c) which has a door where any motor vehicle enters that has a width which is more than 35% of the total frontage of the Dwelling.

**5. Outbuilding Materials**

5.1 construct an Outbuilding:

- (a) with external walls of any materials other than the Approved Materials or colorbond which includes any combination of the Approved Materials with colorbond; and
- (b) with any second-hand Approved Materials which are visible from the Frontage.

**6. Construction requirements**

6.1 build, construct, erect, place or cause to be built, constructed, erected, placed or permit to remain erected upon the Lot or any part of the Lot a Dwelling, Garage or Outbuilding:

- (a) with eaves which are less than 600mm for 75% of the roof perimeter;
- (b) that has a roof pitch of less than 15 degrees;
- (c) that has a Parapet Wall which is not in accordance with the definition of Parapet Wall contained in this MCP;
- (d) that has a floor area of less than 180m<sup>2</sup>; and
- (e) that has a roof that is constructed of any materials other than colorbond, zincalume or slate and the colorbond, zincalume or slate must not have colours of *Cottage Green*, *Headland* and *Manor Red* and or any like vivid colours.

**7. Rubbish**

- 7.1 commence construction of the Dwelling, Garage, Outbuilding or any other Building on the Lot unless a suitable receptacle for containing and disposing of Rubbish is placed upon the Lot.
- 7.2 permit or allow to remain on the Lot any Rubbish other than in a suitable receptacle for containing and disposal of Rubbish.

**Definitions**

For the purposes of this MCP:

"Approved Materials" means brick, brick veneer, stone, rendered facing materials, timber, weatherboard, glass, galvanised iron or zincalume or metal cladding sheet or any combination of those materials.

"Building" has the same meaning as the Building Act.

"Building Act" means the Act of the Victorian Parliament known as the *Building Act 1993* and any re-enactment or replacement of that act.

"Dwelling" means a Building used as a self-contained private residence which must include:

- (a) A kitchen sink;

## Memorandum of common provisions

### Section 91A Transfer of Land Act 1958



- (b) Food preparation facilities;
- (c) A bath or shower; and
- (d) A closet pan and wash basin.

"Frontage" means the road alignment at the front of the Lot. If the Lot abuts two or more roads, the one to which the Dwelling, or proposed Dwelling, faces.

"Garage" means a domestic enclosed garage constructed primarily for the purposes of storage of motor vehicles, trailers, caravans, campervans, boats and similar.

"Lot/s" has the same meaning as in the *Subdivision Act 1988 (Vic)*, being a lot created by the Plan of Subdivision and if permitted, includes any lot created by further subdivision.

"Outbuilding/s" means a smaller separate building such as a shed that belongs to the dwelling and includes but is not limited to a garden shed, carport, pergola or porch.

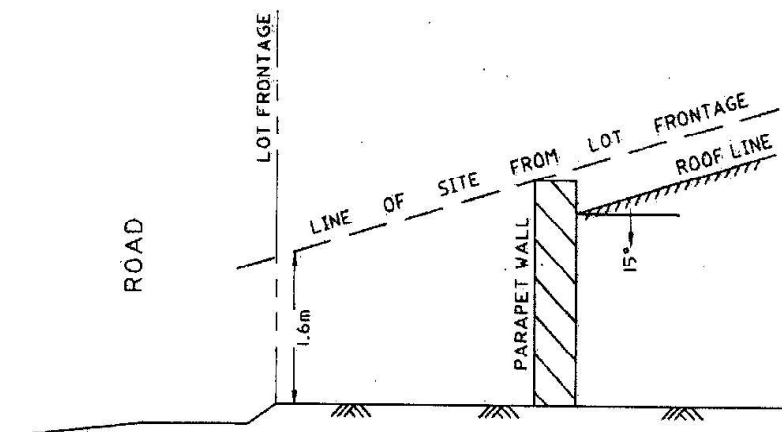
"Parapet Wall" means a parapet wall that conceals the roof line when viewed from the frontage as shown in the 'parapet wall diagram' below.

"Plan of Subdivision" means PS741438X.

"Vehicles" includes but is not limited to cars, trucks, boats, caravans, dune buggies, buses, caravans, recreational vehicles and motor cycles.

"Rubbish" means rubbish waste and building debris.

PARAPET WALL DIAGRAM





## LAND INFORMATION CERTIFICATE

In accordance with Section 229 of the Local Government Act 1989

Date of Issue: **10-Apr-2019**

Certificate No: **157657**

Applicants Ref:

**31335019-011-7:116017**

**Assessment Number: 904659**

Property Address:

**PARENT - 71-83 Thacker Street, OCEAN GROVE VIC 3226**

Property Description:

**L Z PS705464, Z PS734657 PdLot26-29 56 147-153 R1-3 P  
PS741438, PdLs20-25 154-159 R1 A PS741439, Lot Q PS  
741438, PdLs67-69 80-82 R1 S PS745148 PdLs47-50, T R1  
PS745150, LtY PS715047**

Ratepayer as per

Council Records:

**Goandra Pty Ltd**

Applicant:

**Landata**

**PO BOX 500**

**EAST MELBOURNE VIC 8002**

Operative Valuation Date:

**15-Mar-2019**

Level of Valuation Date:

**01-Jan-2018**

Capital Improved Value:

**7,850,000**

Site Value:

**7,850,000**

Net Annual Value:

**392,500**

**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 and specified flood level by the Council (if any).**

**This certificate is not required to include information regarding Planning, Building, Health, Land Fill, Land Slip, other 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.**

Particular of Rates & Charges, Outstanding Notices and Works for which a charge has been made:

- ♦ The current rating year is for the period **01/07/2018 to 30/06/2019**. Lump sum payment - due by **15/02/2019** or by instalment **30/09/2018, 30/11/2018, 28/02/2019 and 31/05/2019**. Interest is chargeable after these dates on any outstanding amount.
- ♦ Interest on outstanding charges and additional payments or charges may have affected the balance, please check with this office at time of settlement for an update amount. Telephone ☎ **03 5272 5272**.

**Please Note: Council has no involvement in the settlement process. Therefore, any overpayment of rates at settlement will be refunded to the payee.**

Confirmation of any variation to this certificate will only be given for up to 90 days from the date of issue (ie. **09-Jul-2019**) and within the current financial year.

**The Local Government Act 1989 requires a Notice of Acquisition be submitted to ensure Purchasers correct name and address details are held by Council. Council cannot accept liability for incorrect addresses when notification in writing has not been supplied.**

# CITY OF GREATER GEELONG LAND INFORMATION CERTIFICATE (cont.)

In accordance with Section 229 of the  
Local Government Act 1989

Date of Issue: **10-Apr-2019**

eService

Certificate No: **157657**

Property Address: **PARENT - 71-83 Thacker Street, OCEAN GROVE VIC 3226**

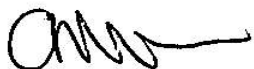
Assessment Number: **904659.0**

	<u>Rate, Charges &amp; Other Monies</u>	<u>Amount \$</u>
<b>Arrears:</b>	Balance Brought Forward	0.00
	Legal Fees Arrears	0.00
<b>Current:</b>	General Rates	18,841.50
	State Government Levies	1,516.60
	Waste Management	0.00
	Municipal Charge	102.00
	Refunds	0.00
	Concession Rebates	-7,027.85
	Interest Arrears	0.00
	Interest Current	0.00
	Legal Fees	0.00
<b>Other:</b>	Special Charges ( <i>subject to Final Costs</i> )	0.00
	Sundry Charges	0.00
<b>Payment:</b>	Amount Received	-13,432.25
	Overpayment	0.00
	<b>All Overdue amounts should be paid at settlement.</b> The purchaser is liable for all outstanding rates and charges after transfer and settlement.	
	<b>Total Due:</b>	<b>0.00</b>

**General Notes:** Supplementary Valuations are conducted by Council when a property's characteristics change. Examples of this (but not exclusive) are: A building is altered, erected, or demolished. A property is amalgamated, subdivided, rezoned, part sold, or affected by road construction. As a result of this, an Adjusted Valuation may be returned in due course and a subsequent rate adjustment may be levied within the financial year.

**Condition:**

I hereby certify that as the date of issue, the information given in this certificate is a correct disclosure of the rates, charges, interest and other monies payable to the **City of Greater Geelong** together with any Notices pursuant to the Local Government Act 1989, Local Laws or any other legislation.



**Authorised Officer**



**Biller Code: 17475**

**Reference: 100009046590**

Payment via internet or phone banking,  
from your cheque or savings account.

**Your Ref: 31335019-011-7:116017**

**Page 2 of 2**

**Sec 229 LGA**

## Information Statement Part A

*In accordance with Section 158 of the Water Act 1989  
(Should be Read in Conjunction with Part B)*

**INSTALLATION NUMBER:** 40009118      **APPLICATION NUMBER:** 298676      **DATE:** 10/04/2019  
**PROPERTY ADDRESS:** 45-46 ALFRED CT, OCEAN GROVE, VIC 3226  
**YOUR REFERENCE:** 358927  
**OWNER:** GOANDRA PTY LTD  
**COMMENTS:** **Comments**

The following service charges are applicable for the abovenamed property for the period 01/04/2019 to 30/06/2019. These charges are itemised separately to allow a pro-rata adjustment, and will not appear as due and payable below if they have already been paid.

		Value	GST	Price
Total Service Charge	\$	0.00	0.00	0.00

Barwon Region Water Corporation hereby certifies that the following Charges and Interest are due and payable to it in respect of the abovenamed property.

### Charges Due & Payable

		Value	GST	Price
<b>TOTAL DUE</b>	<b>\$</b>	<b>NIL</b>	<b>NIL</b>	<b>NIL</b>

### Important Information

THERE ARE NO METERS AFFIXED TO THIS PROPERTY.

Before settlement, please call the Customer Service Centre on 1300 656007 to verify total amounts outstanding, as further legal costs may be applicable.

In accordance with Section 275 of the Water Act 1989, a person who becomes the owner of a property must pay to Barwon Water at the time the person becomes the owner of the property, any amount that is due to Barwon Water as a charge on that property.

To effect a change of ownership, details of the sale are required by Notice of Disposition or Acquisition to Barwon Water, P.O. Box 659, Geelong Vic 3220.

\* **PLEASE NOTE:** Verbal confirmation will not be given after 09/06/2019. Barwon Water will not be held responsible for  
\* information provided verbally. For settlement purposes another certificate should be obtained after  
\* 09/06/2019 and a fee will be payable.

If the property to be purchased is vacant land, any proposed building will attract connection fees and/or contribution fees. To find out more detail on these please contact Barwon Water on 1300 656 007.

Manager Customer Centre

# *Information Statement Part B*

*In accordance with Section 158 of the Water Act 1989  
(Should be Read in Conjunction with Part A)*

10-04-2019

Whyte Just & Moore C/- InfoTrack C/- LANDATA  
2 Lonsdale Street  
Melbourne

Property: 58 CONRAN DRIVE OCEAN GROVE 3226

I refer to your application received at this office on 10/04/2019. I enclose herewith for your information, a copy of the sewer plan relative to the above property.

The plan shows the location of sewers vested in Barwon Water. This information has been obtained from plans kept by Barwon Water for its own purposes. The plans may show the position of such underground water and sewerage services and other structures and equipment relative to fences, buildings, levels, and the like as these existed at the time such plant was installed. The plans have not necessarily been amended to take account of any subsequent change in any matter. Barwon Water does not warrant or hold out that the plans show more than the presence or absence of the services and will accept no liability arising from use of the information shown on the plans.

The property is not subject to any other encumbrances resulting from existing or authorised works of Barwon Water which would not be shown on the Certificate of Title.

No Notices served in respect of the property at present remain outstanding, relative to the connection of water supply and/or sewerage services.

It should be noted the erection of any building, wall, bridge, fence, or other structure over, under, or within one metre laterally of any sewer vested in Barwon Water is prohibited by the Water Act 1989, unless the written consent of Barwon Water is first obtained.

Please be advised the above property is located in a proposed development site, which may include underground water and sewerage services in the future. If you require further information regarding proposed locations for these future services, please contact our Customer Service Centre on 1300 656 007.

Should you have any inquiries, please contact Barwon Water on 1300 656 007.

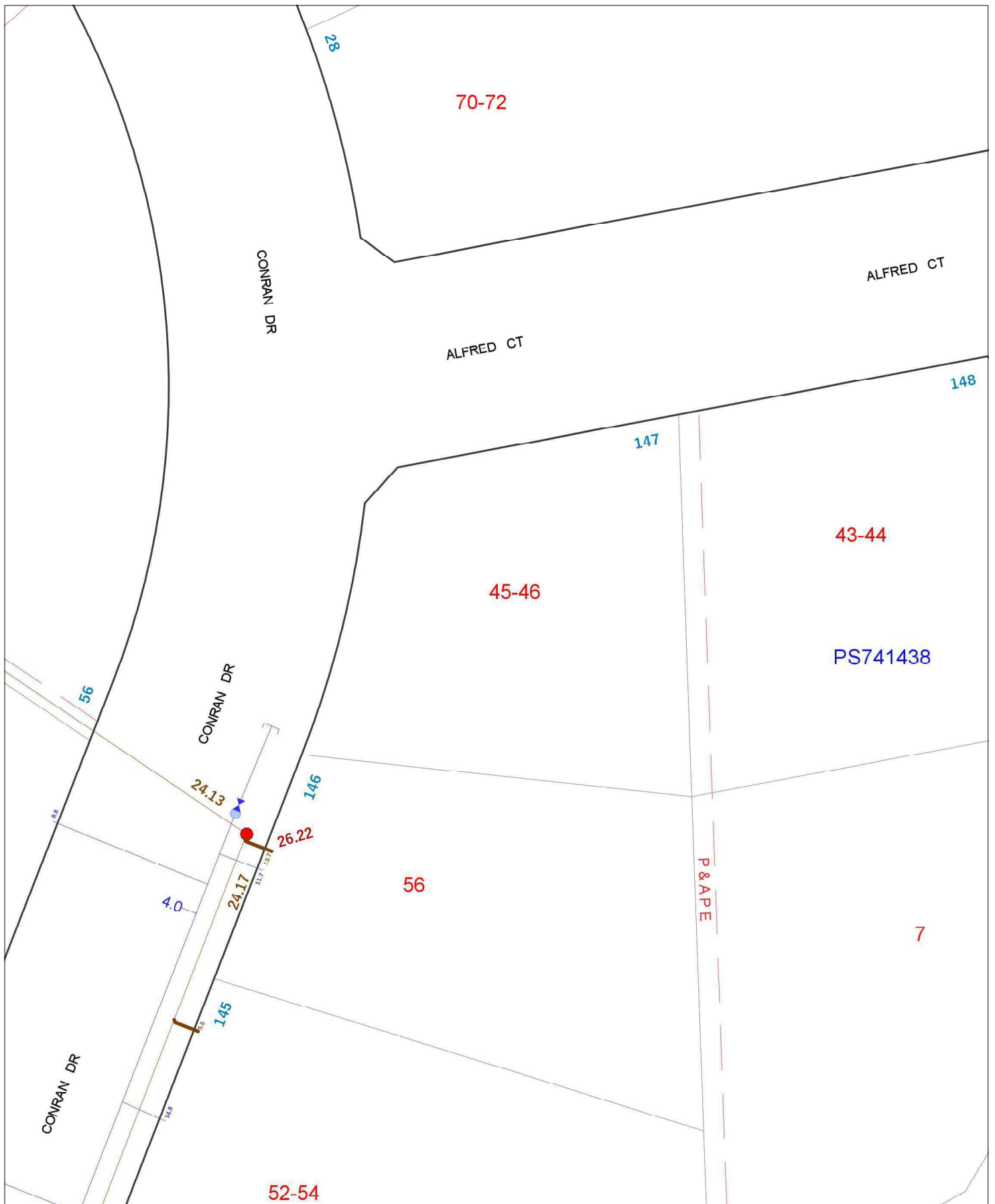
**Our Ref:** EC298676

**Your Ref:** 358927

**Agent Ref:** 31335019-024-7

Yours faithfully,

Manager Customer Centre



# 45-46 ALFRED CT OCEAN GROVE

Scale : 500

Created : 10-Apr-19

## LEGEND

GRAVITY SEWER	
PRESSURE SEWER	
POTABLE WATER	
RECYCLED WATER	



**DISCLAIMER:** Barwon Water does not provide any warranty, express or implied, as to the accuracy, completeness, currency or reliability of plans provided. Furthermore, Barwon Water does not provide a warranty that the scale of the plans is accurate, or that they are suitable for a specific purpose. These plans are intended for general information only. Barwon Water is not responsible and does not accept liability for any loss, expense or damage (direct or indirect) which has arisen from reliance on any plans provided by Barwon Water. It is the responsibility of users of the plans to ensure the accuracy of the plans by independent means and to take care when undertaking works that have the potential to damage Barwon Water assets.



# Land Tax Clearance Certificate

Land Tax Act 2005



INFOTRACK / WHYTE JUST & MOORE

Your Reference:	254537-105
Certificate No:	30047181
Issue Date:	12 APR 2019
Enquiries:	CXE2

Land Address: 58 CONRAN DRIVE OCEAN GROVE VIC 3226

Land Id	Lot	Plan	Volume	Folio	Tax Payable
44243228	Z	734657	11906	411	\$0.00

Vendor: GOANDRA PTY LTD  
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
GOANDRA PTY LTD	2019	\$0	\$0.00	\$0.00	\$0.00

Comments: Property is exempt: LTX primary production land.

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

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:	\$0
SITE VALUE:	\$0
AMOUNT PAYABLE:	\$0.00



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

**Certificate No:** 30047181

1. Under Section 96 of the *Land Tax Act 2005* (the Act), unpaid land tax (including special land tax and vacant residential land tax) is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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:
  - a. vendor, or
  - b. purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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).
13. 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 = \$0.00

Taxable Value = \$0

Calculated as \$0 plus ( \$0 - \$0) multiplied by 0.000 cents.

## Land Tax Clearance Certificate - Payment Options

### BPAY



Billers Code: 5249  
Ref: 30047181

### 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](http://www.bpay.com.au)

### CARD



Ref: 30047181

### Visa or Mastercard.

Pay via our website or phone 13 21 61.  
A card payment fee applies.

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)



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

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Whyte Just & Moore C/- InfoTrack  
135 King St  
SYDNEY 2000  
AUSTRALIA

Client Reference: 358927

NO PROPOSALS. As at the 10th April 2019, 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®.

58 CONRAN DRIVE, OCEAN GROVE 3226  
CITY OF GREATER GEELONG

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: 10th April 2019

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 31335019 - 31335019153704 '358927'

# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 10 April 2019 03:06 PM

## PROPERTY DETAILS

Lot and Plan Number: **Lot Z PS734657**  
Address: **58 CONRAN DRIVE OCEAN GROVE 3226**  
Standard Parcel Identifier (SPI): **Z\PS734657**  
Local Government Area (Council): **GREATER GEELONG**  
Council Property Number: **365370**  
Planning Scheme: **Greater Geelong**  
Directory Reference: **Melway 483 G6**

[www.geelongaustralia.vic.gov.au](http://www.geelongaustralia.vic.gov.au)

[planning-schemes.delwp.vic.gov.au/schemes/greatergeelong](http://planning-schemes.delwp.vic.gov.au/schemes/greatergeelong)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
Urban Water Corporation: **Barwon Water**  
Melbourne Water: **outside drainage boundary**  
Power Distributor: **POWERCOR**

## STATE ELECTORATES

Legislative Council: **WESTERN VICTORIA**  
Legislative Assembly: **BELLARINE**

## Planning Zones

[FARMING ZONE \(FZ\)](#)

[SCHEDULE TO THE FARMING ZONE \(FZ\)](#)

[SPECIAL USE ZONE \(SUZ\)](#)

[SPECIAL USE ZONE - SCHEDULE 8 \(SUZ8\)](#)



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C1Z - Commercial 1	C2Z - Commercial 2	CA - Commonwealth Land (not in scheme)
CDZ - Comprehensive Development	FZ - Farming	GRZ - General Residential
IN1Z - Industrial 1	IN3Z - Industrial 3	LDRZ - Low Density Residential
MUZ - Mixed Use	NRZ - Neighbourhood Residential	PCRZ - Public Conservation & Resource
PPRZ - Public Park & Recreation	PUZ1 - Public Use - Service & Utility	PUZ5 - Public Use - Cemetery / Crematorium
PUZ6 - Public Use - Local Government	PUZ7 - Public Use - Other Public Use	RCZ - Rural Conservation
RDZ1 - Road - Category 1	RDZ2 - Road - Category 2	RGZ - Residential Growth
RLZ - Rural Living	SUZ - Special Use	

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

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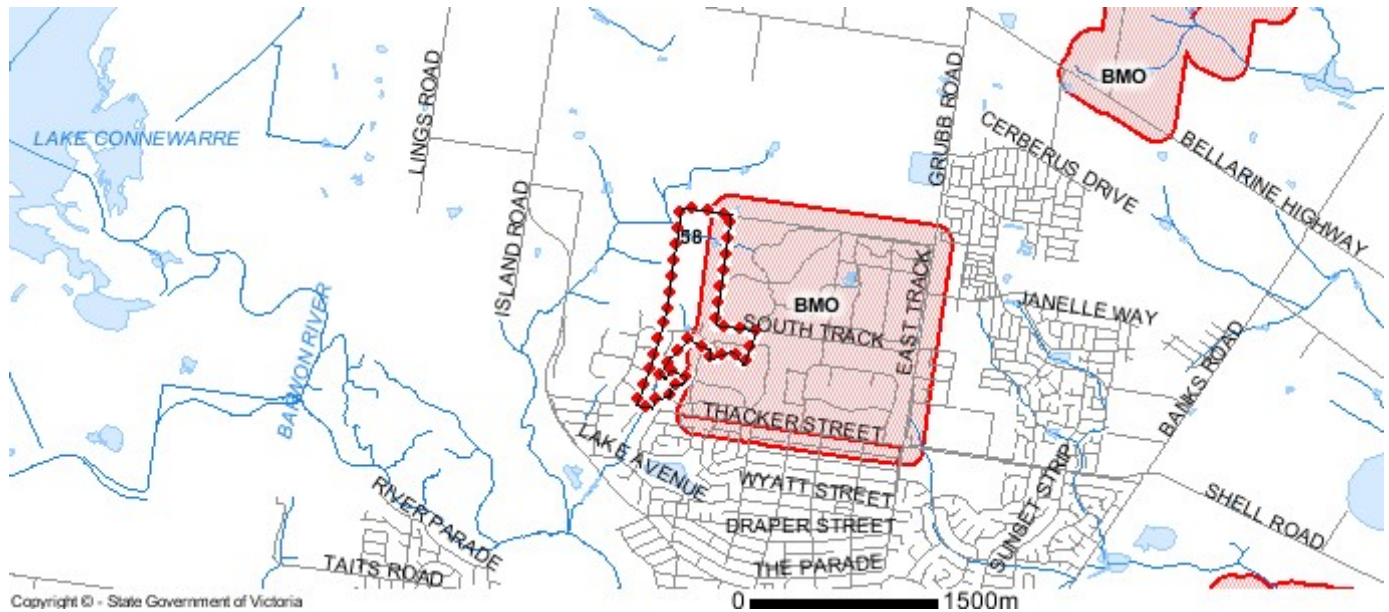
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

PLANNING PROPERTY REPORT: Lot Z PS734657

Page 1 of 4

## Planning Overlays

### BUSHFIRE MANAGEMENT OVERLAY (BMO)

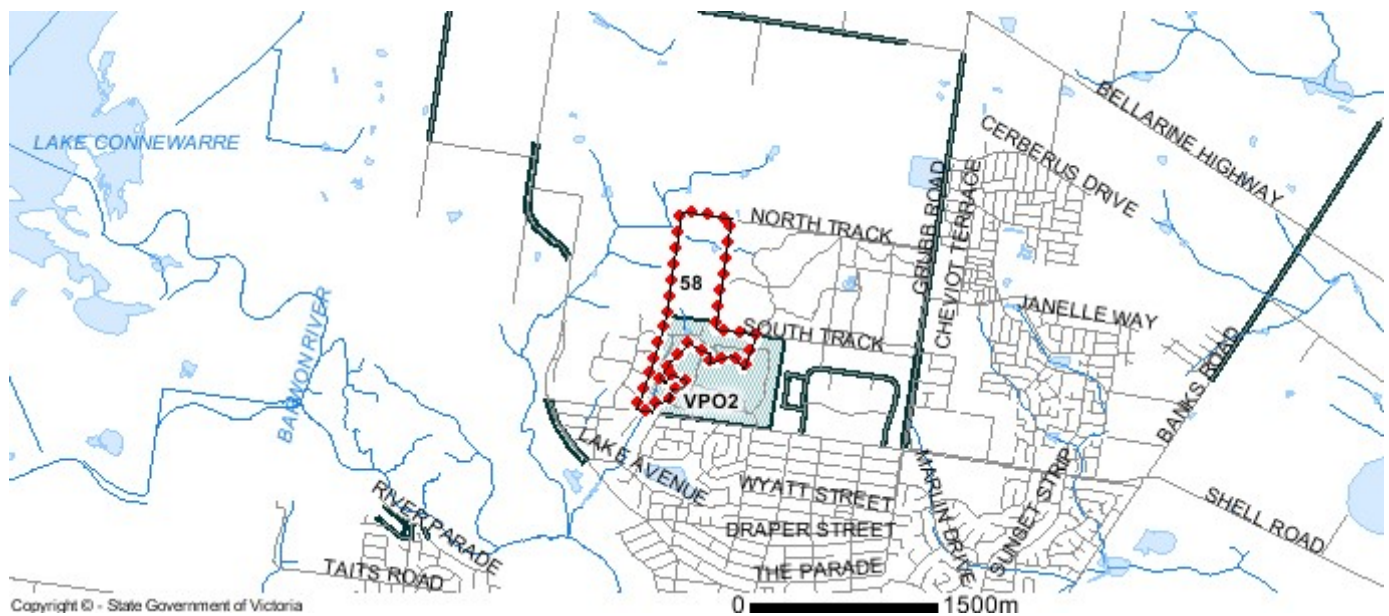


 BMO - Bushfire Management

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

### VEGETATION PROTECTION OVERLAY (VPO)

#### VEGETATION PROTECTION OVERLAY - SCHEDULE 2 (VPO2)



 VPO - Vegetation Protection

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



## Planning Overlays

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)

[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

[ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\)](#)

[FLOODWAY OVERLAY \(FO\)](#)

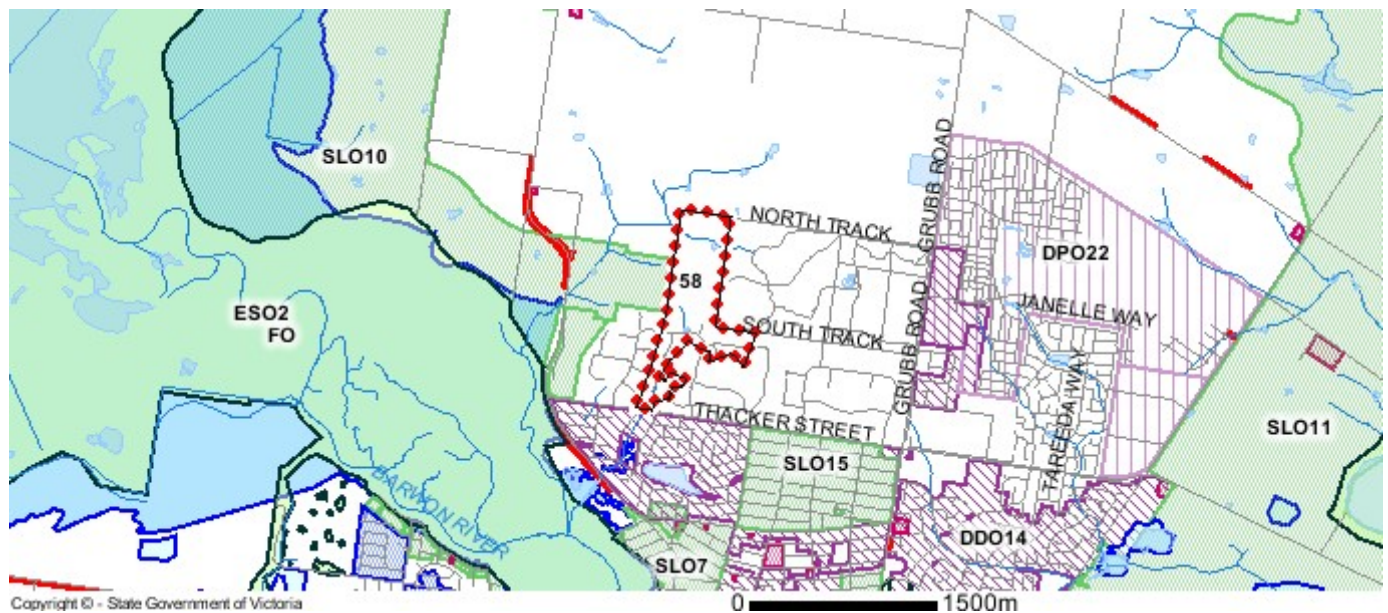
[HERITAGE OVERLAY \(HO\)](#)

[LAND SUBJECT TO INUNDATION OVERLAY \(LSIO\)](#)

[PUBLIC ACQUISITION OVERLAY \(PAO\)](#)

[SPECIAL BUILDING OVERLAY \(SBO\)](#)

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



	DDO - Design and Development		DPO - Development Plan		ESO - Environmental Significance
	FO - Floodway		HO - Heritage		LSIO - Land Subject to Inundation
	PAO - Public Acquisition		SBO - Special Building		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 3 April 2019.

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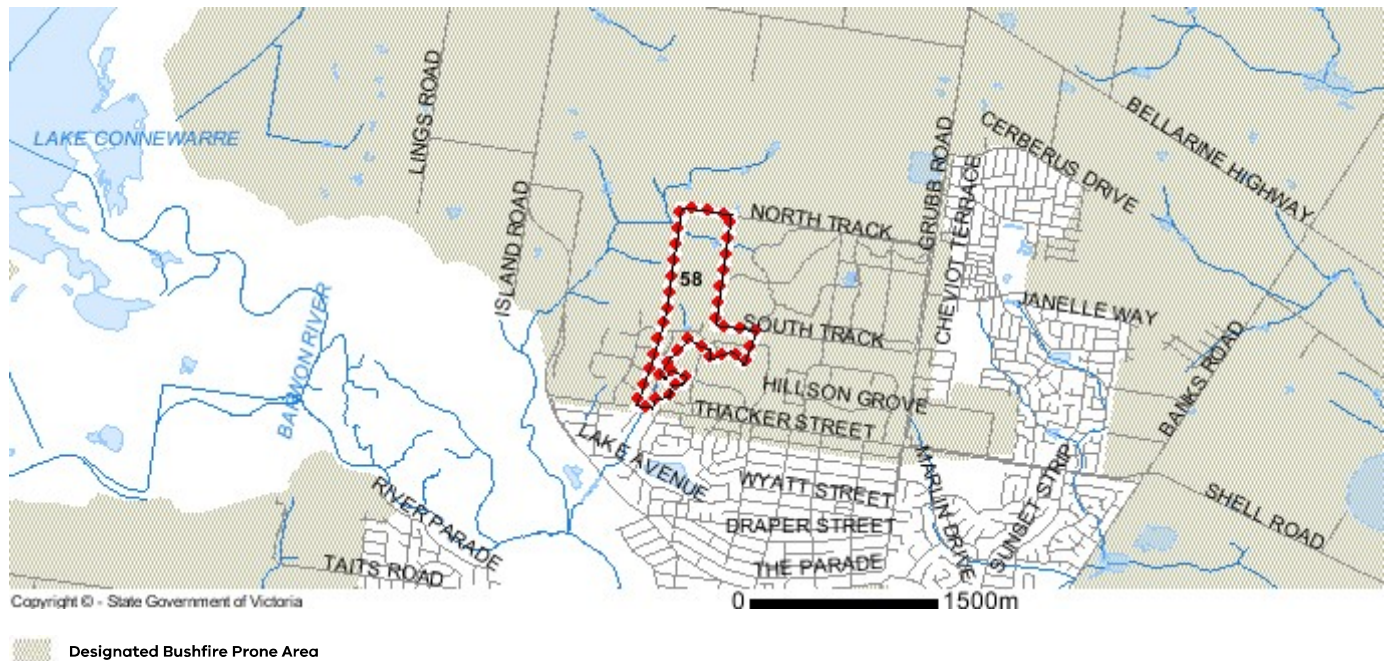
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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land 1962 (Vic).

## Designated Bushfire Prone Area

This parcel is in a designated bushfire prone area.  
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](http://www.vba.vic.gov.au)

Copies of the Building Act and Building Regulations are available from [www.legislation.vic.gov.au](http://www.legislation.vic.gov.au)

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

# PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987  
and the Planning and Environment Regulations 2005

## CERTIFICATE REFERENCE NUMBER

579128

## APPLICANT'S NAME & ADDRESS

WHYTE JUST & MOORE C/- INFOTRACK C/- LANDATA  
MELBOURNE

## VENDOR

GOANDRA PTY LTD

## PURCHASER

N/A, N/A

## REFERENCE

358927

This certificate is issued for:

LOT Z PLAN PS734657 ALSO KNOWN AS 58 CONRAN DRIVE OCEAN GROVE  
GREATER GEELONG CITY

The land is covered by the:

GREATER GEELONG PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a SPECIAL USE ZONE 8
- and a FARMING ZONE
- is within a BUSHFIRE MANAGEMENT OVERLAY
- and a VEGETATION PROTECTION OVERLAY - SCHEDULE 2
- and abuts a ROAD ZONE CATEGORY 2

A detailed definition of the applicable Planning Scheme is available at :  
(<http://planningschemes.dpcd.vic.gov.au/schemes/greatergeelong>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian  
Heritage Register at:  
(<http://vhd.heritage.vic.gov.au/>)

10 April 2019

**Hon. Richard Wynne MP**  
**Minister for Planning**

Additional site-specific controls may apply.  
The Planning Scheme Ordinance should be  
checked carefully.

The above information includes all  
amendments to planning scheme maps  
placed on public exhibition up to the date  
of issue of this certificate and which are  
still the subject of active consideration

Copies of Planning Schemes and  
Amendments can be inspected at the  
relevant municipal offices.

LANDATA®  
2 Lonsdale Street  
Melbourne VIC 3000  
Tel: (03) 9194 0606

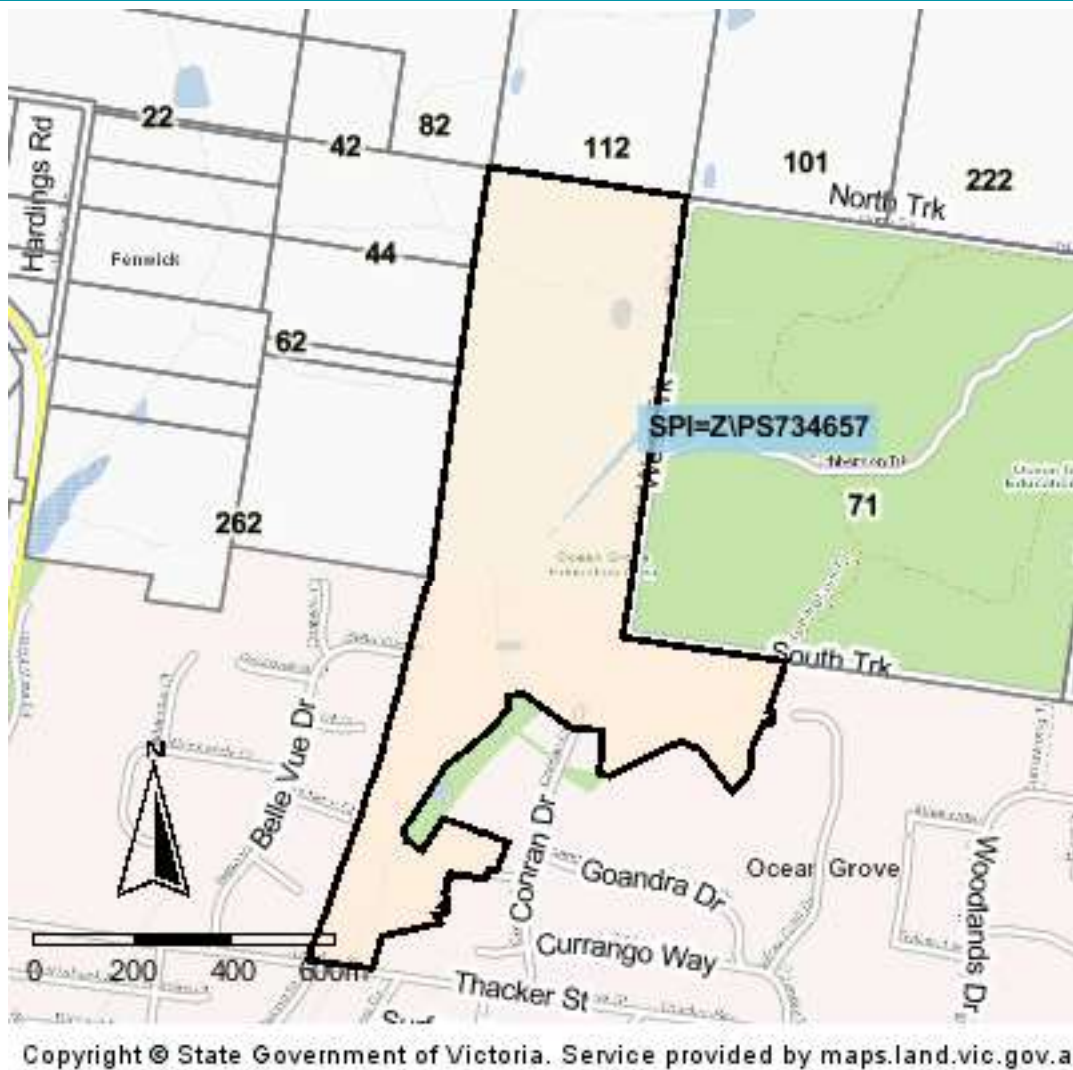


The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9194 0606 or email [landata.enquiries@delwp.vic.gov.au](mailto:landata.enquiries@delwp.vic.gov.au).

**Please note: The map is for reference purposes only and does not form part of the certificate.**



### Choose the authoritative Planning Certificate

#### *Why rely on anything less?*

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.  
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.  
Next business day delivery, if further information is required from you.

### Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

13/12/2012  
C258**SCHEDULE 8 TO THE SPECIAL USE ZONE**

Shown on the planning scheme map as **SUZ8**.

**GOANDRA LAND, THACKER STREET, OCEAN GROVE****Purpose**

To provide for the low-density residential development of the land bounded by Thacker Street, the Woodlands and Bellvue Estates and the Ocean Grove Nature Reserve.

To protect and conserve areas of natural and environmental significance in the subdivision.

To provide protection and on going management of Bellarine Yellow Gums and other significant vegetation.

**1.0**13/12/2012  
C258**Table of uses****Section 1 - Permit not required**

Use	Condition
<b>Animal keeping (other than Animal boarding)</b>	Must be no more than 2 animals.
<b>Bed and Breakfast</b>	No more than 6 persons may be accommodated away from their normal place of residence.  At least 1 car parking space must be provided for each 2 persons able to be accommodated away from their normal place of residence.
<b>Dependent person's unit</b>	Must be the only dependent person's unit on the lot.  Must meet the requirements of Clause 2 of this schedule.
<b>Dwelling (other than Bed and Breakfast)</b>	Must be the only dwelling on the lot.  Must meet the requirements of Clause 2 of this schedule.
<b>Home Occupation</b>	
<b>Informal outdoor recreation</b>	
<b>Minor Utility Installation</b>	
<b>Railway</b>	
<b>Any use listed in Clause 62.01</b>	Must meet the requirements of Clause 62.01.

**Section 2 - Permit required**

Use	Condition
<b>Accommodation (other than Dependent person's unit and Dwelling)</b>	
<b>Agriculture (other than Animal keeping, Apiculture and Intensive animal husbandry)</b>	



Use	Condition
<b>Animal boarding</b>	
<b>Animal keeping (other than Animal boarding) – if the Section 1 condition is not met</b>	Must be no more than 5 animals.
<b>Bed and Breakfast – if the Section 1 condition is not met</b>	
<b>Convenience Shop</b>	The leasable floor area must not exceed 80 square metres.
<b>Dependent person's unit – if the Section 1 condition is not met</b>	Must meet the requirements of Clause 2 of this schedule.
<b>Dwelling (other than Bed and Breakfast) – if the Section 1 condition is not met</b>	Must result in no more than two dwellings on the lot.  Must be attached to an existing dwelling.  Must meet the requirements of Clause 2 of this schedule.
<b>Mineral, stone, or soil extraction (other than Extractive industry, Mineral exploration, Mining and Search for stone)</b>	
<b>Place of Assembly (other than Amusement parlour, Carnival, Circus and Nightclub)</b>	
<b>Store</b>	Must be in a building, not a dwelling, and used to store equipment, goods, or motor vehicles used in conjunction with the occupation of a resident of a dwelling on the lot.
<b>Utility installation (other than Minor utility installation and Telecommunications facility)</b>	
<b>Section 3 - Prohibited</b>	
<b>Use</b>	
<b>Any other use not in Section 1 or 2</b>	

**2.0**19/01/2006  
VC37**Use of land**

A lot may be used for one or two dwellings provided the following requirements are met:

- Each dwelling must be connected to reticulated sewerage.
- Each dwelling must be connected to a reticulated potable water supply, with appropriate storage capacity, to the satisfaction of the responsible authority.
- Each dwelling must be connected to a reticulated electricity supply or have an alternative energy supply to the satisfaction of the responsible authority.

These requirements also apply to a dependent person's unit.

**3.0**19/01/2006  
VC37**Subdivision**

A permit is required to subdivide land.

A permit must not be granted to subdivide land until a Concept Plan has been submitted to an approved by the responsible authority.

The Concept Plan must provide a road layout and subdivision pattern that responds to the natural and environmental significance of the site based on the “Goandra” Development Concept Plan Drawing Ref. 5539 Edition 05 dated 25/01/2002 but modified to show:

- The location of all substantial trees and significant understorey communities based on a detailed and accurate survey of vegetation carried out by a suitably qualified practitioner;
- The location of all areas with slopes greater than 20%;
- The provision of up to 170 allotments having a minimum area of 1000 square metres. Smaller lots should be located around the Yellow Gum reserve or on land that is flat or gently sloping or that has little or no vegetation. Smaller lots should not be located adjacent to the Ocean Grove Nature Reserve, Thacker Street or at the interfaces of the site with adjoining low density residential estates;
- The designation of a building envelope on each lot that allows for the long-term protection of significant vegetation having regard to the *“Management Prescriptions for Vegetation on Future Privately Owned Lots – Reilly’s Property, Thacker Street Ocean Grove”* Mark Trengrove, February 2000;
- The location of the road network to be provided for the development. The road network should include two-road access points to Thacker Street and a connection to Bellvue Drive. The road network is to be designed to ensure the retention of all possible Yellow Gums, Manna Gums and Sheoaks and significant understorey communities. Direct access should not be provided from any new lot created onto Thacker Street;
- The provision of a landscape reserve along the Thacker Street frontage, having a width of not less than 2 metres;
- The provision of a centrally located Yellow Gum Reserve with an area of at least 7.54 hectares that incorporates the best stands of Yellow Gums on the land;
- The provision of an open space linear park along the valley in the western portion of the site with a parkland linkage to the Ocean Grove Nature Reserve and a pedestrian linkage to the Yellow Gum Reserve;
- The provision of a 20 metre wide buffer zone adjoining the Ocean Grove Nature Reserve; and
- The provision of a reserve linking the Yellow Gum Reserve and the Ocean Grove Nature Reserve that incorporates a significant stand of Manna Gums;

In deciding whether the Concept Plan is satisfactory, the responsible authority must consider;

- Whether the plan is consistent with the requirements described above.
- The views of the Department of Natural Resources and Environment, Friends of the Ocean Grove Nature Reserve, Geelong Environment Council and owners and occupiers of all properties in the Woodlands and Bellvue Estate who have direct abuttal to the subject land.

The Concept Plan may be amended to the satisfaction of the responsible authority.

### **Exemption from notice and appeal**

An application for subdivision is exempt from the notice requirements of Section 52(1)(a), (b) and (d), the decision requirements of Section 64(1), (2) and (3) and the review rights of Section 82(1) of the Act.

### **Decision Guidelines**

Before deciding on an application for a permit to subdivide land, in addition to the decision guidelines in Clause 37.01-3, the responsible authority must consider as appropriate:

- The consistency of the proposed subdivision with the approved Concept Plan.
- The protection and enhancement of the natural environment and character of the area, including the retention of Bellarine Yellow Gums, native vegetation and faunal habitat and the need to plant vegetation along waterways, gullies, ridgelines and property boundaries.
- The availability and provision of utility services, including sewerage, water, drainage, electricity, gas and telecommunications.
- The need to provide environmentally sensitive, 'soft' engineering treatments within the subdivision.

#### **4.0**

19/01/2006  
VC37

#### **Buildings and works**

A permit is not required to construct a post and wire fence.

A permit is not required to construct a building or to construct or carry works if all of the following conditions are met:

- The proposed buildings and works are located within a dimensioned building envelope shown on the approved subdivision plan and the building envelope contains no Bellarine Yellow Gums;
- The proposed driveway to the dwelling does not require the removal of an established native tree; and
- The land has a slope of less than 20%.

#### **Decision Guidelines**

Before deciding on an application to construct a building or to construct or carry out works, the responsible authority must consider, as appropriate:

- The impact on existing native vegetation and whether removal of existing native trees can be avoided.
- Whether any buildings or works will encroach the root zone of established native trees and impact on the health of such trees.
- Whether suitable measures are proposed to be taken to avoid erosion and unsightly cut and fill on sites with a slope in excess of 20%.

23/07/2015  
C307

## **SCHEDULE 2 TO THE VEGETATION PROTECTION OVERLAY**

Shown on the planning scheme map as **VPO2**.

### **THACKER STREET, OCEAN GROVE – VEGETATION PROTECTION AREA**

#### **1.0**

23/07/2015  
C307

#### **Statement of nature and significance of vegetation to be protected**

The Thacker Street Vegetation Protection Area is significant because:

- It comprises remnant Bellarine Yellow Gum – Coast Manna Gum Grassy Woodland which is of national significance.
- It contains a large population of *Eucalyptus leucoxylon* ssp *bellarinensis* protected under the Flora and Fauna Guarantee Act 1988.
- It has high conservation significance containing a diverse range of State and regionally significant plant species.
- The vegetation forms a link with the Ocean Grove Nature Reserve and remnant vegetation in surrounding residential areas.

#### **References:**

- “Comments on Vegetation Significance and Management, Reilly’s Property, Ocean Grove”, Ecology Australia, September 1997
- “Reilly’s Ocean Grove Property Vegetation Assessment”, Ecology Australia, February 1999

#### **2.0**

19/01/2006  
VC37

#### **Vegetation protection objective to be achieved**

To protect and ensure the long-term future of the significant remnant vegetation.

To ensure development and use do not impact on the significant remnant vegetation.

To ensure siting of design of development and works maintains the physical and biological integrity of remnant vegetation community.

To encourage regeneration of the significant remnant vegetation.

To promote the use of locally indigenous plants for regeneration and revegetation.

#### **3.0**

23/07/2015  
C307

#### **Permit requirement**

A permit is required to remove, destroy or lop native vegetation, except where:

- The native vegetation falls within a building envelope on an approved Plan of Subdivision or Concept Plan.
- It is listed within the incorporated document Environmental Weeds, City of Greater Geelong, September 2008.
- The native vegetation is dead and is less than 5 metres in height.

An application to remove vegetation must:

- Be accompanied by a plan that indicates the total extent of native vegetation on the land and the extent of proposed clearing, destruction or lopping.

- Specify the purpose of the proposed clearing.
- Demonstrate that the extent of removal, destruction or lopping of native vegetation has been reduced as much as is reasonable and practicable.
- Be accompanied by a landscape plan that shows the extent of revegetation works proposed to be undertaken on the site.

An application must be referred for advice to the Department of Environment, Land, Water and Planning.

#### 4.0

23/07/2015  
C307

#### Decision guidelines

Before deciding on an application for a permit, in addition to the decision guidelines in Clause 42.02-3, the responsible authority must consider as appropriate:

- “Comments on Vegetation Significance and Management, Reilly’s Property, Ocean Grove”, Ecology Australia, September 1997, “Reilly’s Ocean Grove Property Vegetation Assessment”, Ecology Australia, February 1999, “Management Prescriptions for Vegetation on Future Privately Owned Lots – Reilly’s Property, Thacker Street Ocean Grove” Mark Trengrove, February 2000 and “Vegetation Management and Restoration Prescriptions for Yellow Gum Reserve – Reilly’s Property, Thacker Street Ocean Grove” Mark Trengrove, November 1999.
- The views of the Department of Environment, Land, Water and Planning.
- The need to retain remnant vegetation in terms of physical and biological condition, rarity, variety and habitat quality.
- The likely effect of removal, destruction or lopping of native vegetation on resident or migratory fauna and the need to retain trees (live and dead) with hollows, understorey vegetation, native grasses and ground litter for habitat value.
- The reasons for removing the vegetation and the practicality of alternative options which do not require the removal of the native vegetation.
- The need to replace cleared vegetation.
- The importance of using indigenous species of local provenance for revegetation.
- The need to provide for fire protection while minimising the impact on vegetation, particularly a the rear of allotments adjoining the Ocean Grove Nature Reserve.



# PLANNING PERMIT

Permit No.	PP-1421-2004
Planning Scheme	Greater Geelong Planning Scheme
Responsible Authority	Greater Geelong City Council

**ADDRESS OF THE LAND** 71-119 & 121-179 THACKER STREET, OCEAN GROVE

**THE PERMIT ALLOWS** 170 LOT SUBDIVISION IN ACCORDANCE WITH THE ENDORSED PLANS AND REMOVAL OF NATIVE VEGETATION GENERALLY IN ACCORDANCE WITH THE ENDORSED PLANS

**THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:**

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1. Prior to the certification of the Plan of subdivision an additional plan shall be submitted to and approved by the Responsible Authority

This plan shall be in accordance with the plan submitted with the application, but shall show the following.


- Proposed staging of the development.

An endorsed copy of this plan shall form part of the permit.

2. The time within all stages of the subdivision approved by this permit No. 1421/2004 must be certified is 22 July 2016 and the time within which a Statement of Compliance must be issued for each certified plan is to be five (5) years after the relevant date of certification.
3. A Construction Management Plan shall be submitted with the engineering plans and shall address protection of all existing vegetation, access locations for construction traffic and control of site emissions during construction and the defects liability period to the satisfaction of the Responsible Authority.
4. Drainage easements in favour of the City of Greater Geelong shall be created on the plan submitted for certification to the satisfaction of the Responsible Authority.
5. A neighbourhood design plan including building envelopes that are generally in accordance with the building envelopes on the approved Concept Plan, shall be prepared to the satisfaction of the Responsible Authority and endorsed as part of this permit. Development on these lots shall be in accordance with the neighbourhood design plan.

The final building envelopes shall be established following final survey of lots and tree/vegetation locations and should include access corridors from the front boundary to the building envelopes.

Date Issued: 22 July 2005

Signature of the  
Responsible Authority: 

## CONDITIONS OF PLANNING PERMIT PP-1421-2004 CONTINUED

6. The plan of subdivision shall include a restriction sheet showing the building envelopes in accordance with the approved neighbourhood design plan. The restriction shall require any building or development on the lots to accord with the building envelope.
7. The subdivider shall provide a list of proposed street names for approval and provide and place relevant signs.
8. Roads created by the proposed subdivision as shown on the endorsed plan shall be constructed to a full construction standard to accord with any restrictions or variations to standards contained in the endorsed Environment Management Plan or the Stormwater Management Plan except that footpath will be required in accordance with an approved landscape plan that includes pedestrian/cycle path linkages and shall accord with plans and specifications approved by the City of Greater Geelong under the provisions of Part 3 of the Subdivision Act 1988.

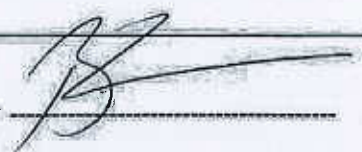
Any components relating to the full construction of a road which are not included in the scope of works shown on the approved plans and specifications may be subject to future construction under the provision of Part A to the Local Government Act 1989.

The road details, layout and construction shall be to standards to be determined by the City of Greater Geelong at the time of certification of the plan of subdivision for each stage as shown on the endorsed plan.

9. A stormwater drainage system shall be constructed in accordance with the endorsed Stormwater Management Plan within easements and/or road reserves to cater for all lots, roads, streets and courts created by the subdivision and the surrounding developed and undeveloped area all to the satisfaction of the Responsible Authority.
10. Street lighting is to be provided within the subdivision and at the new intersections on Thacker Street at the full cost of the subdivider.
11. The land set aside as a Plantation Reserve as shown on the endorsed plan shall be planted with trees and shrubs to provide an effective visual screen. Such planting shall be carried out prior to a Statement of Compliance being given by Council and thereafter shall be maintained in good order and condition including watering of trees/shrubs and mowing of the reserve for a period of twelve months to the satisfaction of the Responsible Authority.
12. The subdivider shall erect fences in accordance with the specifications on the approved landscape plans on the boundaries of the Council Reserves to the satisfaction of the Responsible Authority and at no cost to Council.
13. The new road intersections on Thacker Street are to be constructed to the satisfaction of the Responsible Authority with any major traffic control items to be jointly funded by Council and the subdivider.
14. Any existing services crossing the new lots from the existing house shall be relocated prior to the issue of a Statement of Compliance, to the satisfaction of the Responsible Authority.

Date Issued: 22 July 2005

Signature of the  
Responsible Authority:



**CONDITIONS OF PLANNING PERMIT PP-1421-2004 CONTINUED**

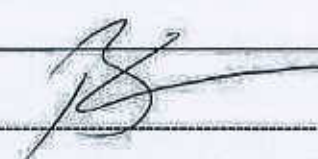
15. No topsoil shall be removed from the land without the consent of the Responsible Authority and any topsoil disturbed as a result of works permitted by this permit shall be stockpiled on the site for later redressing of the land.
16. All disturbed surfaces on the land authorised by this permit except those areas set aside for roadways and footpaths shall be dressed with topsoil and, where appropriate, re-vegetated and stabilised to the satisfaction of the Responsible Authority to prevent any erosion or siltation either on or adjacent to the land.
17. Repair and reinstatement necessitated by any damage to Council assets caused by or as a result of the subdivision construction is required to be carried out at the developer's expense to the satisfaction of the Responsible Authority.
18. A pro-rata main drainage levy at the approved ruling rate at the time of payment shall be made towards the cost of existing and future main drainage works.
19. Public Open Space provision shall be by land set aside in the subdivision as shown on the Concept Plan. The Public Open Space is to be transferred to Council as adjacent subdivision stages are released.
20. The subdivider shall contribute the cost of planting street trees in accordance with the approved Road Reserve Environment Management Plan.
21. No vegetation shall be removed, damaged or lopped other than that marked on the plans pursuant to this permit without the further written consent of the Responsible Authority.
22. Prior to the certification of the plan of subdivision a net gain assessment shall be carried out in accordance with the Victoria Native Vegetation Management Framework (DSE 2002) for all native vegetation proposed to be removed as derived from the creation of subdivision allotment building envelopes and driveways proposed, from allotment envelopes to the property frontage and subdivision infrastructure installation (including roads and paths)

The net gain assessment carried out in accordance with the Victoria Native Vegetation Management Framework (DSE 2002) will nominate areas within the Yellow Gum Reserve and other reserves to accommodate offset requirements. The net gain assessment shall also include a works implementation and maintenance program and capital investment required by the developer for a minimum period of 10 years for establishment and maintenance of required offsets to the satisfaction of the Responsible Authority.

23. Prior to the approval of engineering construction plans a Stormwater Management Plan for the subject site shall be prepared to the satisfaction of the Responsible Authority. The Stormwater Management Plan shall have regard to Urban Stormwater Best Practice Environmental Management Guidelines (CSIRO 1999), WSUD Engineering Guidelines (Melbourne Water 2004), Australian Rainfall and Run-off and City of Greater Geelong Stormwater Quality Management Plan (WBM Oceanics Australia 2002).

Date Issued: 22 July 2005

Signature of the  
Responsible Authority: \_\_\_\_\_





**CONDITIONS OF PLANNING PERMIT PP-1421-2004 CONTINUED**

24. Prior to the commencement of works the Yellow Gum Reserve Management Plan shall be prepared by a suitably qualified/experienced person to the satisfaction of the Responsible Authority. The developer shall undertake the implementation of works prescribed within the approved Yellow Gum Reserve Management Plan to the satisfaction of the Responsible Authority.
25. Prior to the commencement of works an Open Space Linear Drainage Reserve Landscape Plan shall be prepared by a suitably experienced/qualified person to the satisfaction of the Responsible Authority. The developer shall undertake the implementation of works prescribed within the approved Linear Drainage Reserve Landscape Plan to the satisfaction of the Responsible Authority.
26. Prior to the commencement of works a Road Reserve Environmental Management Plan shall be prepared to the satisfaction of the Responsible Authority. The developer shall undertake the implementation of works prescribed within the approved Road Reserve Environmental Management Plan to the satisfaction of the Responsible Authority.
27. A Section 173 Agreement is required to be prepared for each lot that details the environmental principles that apply to all allotments eg. environmental weed restrictions and restrictions on companion animals to the satisfaction of the Responsible Authority.
28. **Conditions required by Barwon Water:**

**General**

- (i) Any plan submitted under the Subdivision Act 1988 must be forwarded to Barwon Water under Section 8 of that Act.

**Water**

- (i) The provision of water supply services to all lots in the subdivision in accordance with Barwon Water's requirements and Victorian Plumbing Regulations.
- (ii) The payment of a Developer Charge for water supply for the subdivision. This charge reflects the additional demand placed on the water system by this development.
- (iii) Barwon Water's records indicate that an existing water service and meter is located on this property. A dimensioned plan showing the location relative to the existing boundaries and the meter numbers is required. Private water service pipes are not permitted to cross allotment boundaries and must be plugged and abandoned at the boundaries of such allotments.

**Sewer**

- (i) The provision of sewerage services to all lots in the subdivision in accordance with Barwon Water's requirements, and Victorian Plumbing Regulations. Individual allotment connection branches are to be provided and extended into each allotment.
- (ii) The payment of a Developer Charge for sewer for the subdivision. This charge reflects the additional loading placed on the sewerage system by this development.

Date Issued: 22 July 2005

Signature of the  
Responsible Authority:

**CONDITIONS OF PLANNING PERMIT PP-1421-2004 CONTINUED**

- (iii) Payment of contributions towards the upgrading of the Ocean Grove No 3 Sewerage Pump station in accordance with Barwon Water policy.

**NOTE 1:** The developer is to apply to Barwon Water for details relating to costs and conditions required for the provision of water supply and sewerage services to the subdivision. If the land is developed in stages, the above conditions will apply to any subsequent stage of the subdivision.

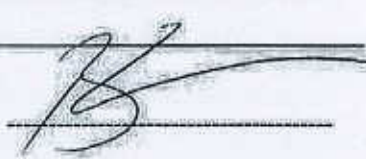
**NOTE 2:** It would be appreciated if all communication between the developer/agent and Barwon Water quote Barwon Water reference number 60/061/08879.

**29. Conditions required by Powercor Australia Limited:**

- a) The applicant shall provide an electricity supply to all lots in the subdivision in accordance with Powercor's requirements and standards. (A payment to cover the cost of such work will be required). In the event that a supply is not provided the applicant shall provide a written undertaking to Powercor Australia Ltd that prospective purchasers will be so informed.
- b) The applicant shall where buildings or other installations exist on the land to be subdivided and are connected to the electricity supply, they shall be brought into compliance with the Supply and Installation Rules issued by the Victorian Electricity Supply Industry.
- c) The applicant shall set aside on the plans of subdivision for the use of Powercor Australia Limited reserves and/or easements satisfactory to Powercor Australia Limited where any electric substation (other than a pole mounted type) is required to service the subdivision. Alternatively, at the discretion of Powercor Australia Ltd a lease(s) of the site(s) and for easements for associated powerlines, cables and access ways shall be provided. Such a lease shall be for a period of 30 years at a nominal rental with a right to extend the lease for a further 30 years. Powercor Australia Ltd will register such leases on the title by way of a caveat prior to the registration of the plan of subdivision.
- d) The applicant shall provide easements satisfactory to Powercor Australia Limited, where easements have not been otherwise provided, for all existing Powercor Australia Limited electric lines on the land and for any new power lines required to service the lots and adjoining land, save for lines located, or to be located, on public roads set out on the plan. These easements shall be for the purpose of "Power Line" in favour of Powercor Australia Limited.
- e) The applicant shall obtain for the use of Powercor Australia Limited any other easement external to the subdivision required to service the lots.
- f) The applicant shall adjust the position of any existing easement(s) for power lines to accord with the position of the line(s) as determined by survey.
- g) The applicant shall obtain Powercor Australia Limited's approval for lot boundaries within any area affected by an easement for a power line and for the construction of any works in such an area.
- h) The applicant shall provide to Powercor Australia Limited, a copy of the version of the plan of subdivision submitted for certification, which shows any amendments which have been required.
- i) The plan of subdivision submitted for certification under the Subdivision Act 1988 shall be referred to Powercor Australia Limited in accordance with Section 8 of that Act.

Date Issued: 22 July 2005

Signature of the  
Responsible Authority:



Planning and Environment Amendment Regulations 2013

Form 4



**CONDITIONS OF PLANNING PERMIT PP-1421-2004 CONTINUED****30. Conditions required by Telstra:**

- a) Prior to a Statement of Compliance being issued by the Responsible Authority, the owner shall provide to the satisfaction of Telstra all works for provision of Telecommunication Services to each lot created in the subdivision.
- b) Where any extension or alterations to Telstra's network or plant are necessitated by the proposed subdivision, the cost of such works shall be met by the owner prior to the Statement of Compliance being issued.
- c) The plan submitted for certification must show details of easements and/or RCM/RIM sites which may be required by Telstra.
- d) That the plan of subdivision submitted for certification be referred to Telstra in accordance with Section 8 of the Subdivision Act 1988.

**NOTE:** Following an application to Telstra for provision of cable reticulation the owner will be advised of the details of easements and/or RCM/RIM sites which will be required by Telstra.

**31. Conditions required by TXU:**

- a) Easements in favour of TXU Networks (Gas) must be created on the plan to the satisfaction of TXU Networks (Gas).
- b) The plan of subdivision submitted for certification must be referred to TXU Networks (Gas) in accordance with Section 8 of the Subdivision Act 1988.

**32. Conditions required by the CFA:****Subdivision plan not altered**

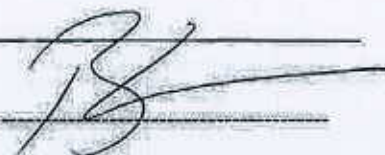
- a) The subdivision as shown on the endorsed plans must not be altered without the consent of CFA.

**Hydrants**

- a) Operable hydrants, above or below ground must be provided to the satisfaction of CFA.
- b) The maximum distance between these hydrants and the rear of the all building envelopes (or in the absence of the building envelope, the rear of all lots) must be 120m and hydrants must be no more than 200m apart.
- c) Hydrants must be identified as specified in "Identification of street Hydrants for Firefighting purposes" available under publications on the Country Fire Authority web site ([www.cfa.vic.gov.au](http://www.cfa.vic.gov.au))

Date Issued: 22 July 2005

Signature of the  
Responsible Authority:



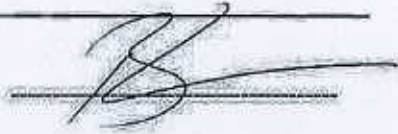
**CONDITIONS OF PLANNING PERMIT PP-1421-2004 CONTINUED****Roads**

- (a) Roads must be constructed to a standard so that they are accessible in all weather conditions and capable of accommodating a vehicle of 15 tonnes for the trafficable road width.
- (b) The average grade must be no more than 1 in 7 (14.4%)(8.1 degrees) with a maximum of no more than 1 in 5 (20%)(11.3 degrees) for no more than 50 metres. Dips must have no more than in a 1 in 8 (12%)(7.1 degree) entry and exit angle.

**THIS PERMIT HAS BEEN EXTENDED AS FOLLOWS:**

Date	Brief Description
21 June 2007	Planning Permit 1421/2004 was extended by the City of Greater Geelong. The time limit for the commencement of any individual stage of subdivision hereby permitted is 22 July 2009 and any individual stage is to be completed within (5) years of the date of certification of the subdivision plan for that stage.
8 August 2011	Condition 2 has been reworded to allow an extension of time in accordance with VCAT Order P1864/2011. All stages of the subdivision must be certified by 22 July 2016 and the time within which a Statement of Compliance must be issued for each certified plan is to be five (5) years after the relevant date of certification.
13 September 2016	Planning Permit 1421/2004 was extended by the City of Greater Geelong. All stages of the plan of subdivision must be certified by 22 July 2018 and all stages are to be completed within five (5) years of the date of certification of the subdivision plan for that stage.

Date Issued: 22 July 2005

Signature of the  
Responsible Authority:


Planning and Environment Amendment Regulations 2013

Form 4

## **Purchaser information kit and environmental principles for Yellow Gums Estate**

### **Values of the site**

The Yellow Gums Estate is located on land that is very special. This site has one of the largest remaining populations of **Bellarine Yellow Gums** (*Eucalyptus leucoxylon ssp bellarinensis*). These are a special subspecies of Yellow Gum and are listed as endangered under the Fauna and Flora Guarantee Act of Victoria. They are unique as they grow only near the coast and have larger flowers with longer stems than other subspecies

The trees were once common from Swan Bay through to Jan Juc and have a slightly waxy leaf when young, protecting them from salty winds. However, removal has impacted on its distribution. Owners are therefore encouraged to plant more Bellarine Yellow Gum on their properties.

A large area of over 8 ha is preserved as the **Yellow Gum Reserve**, central to the Estate. It will be managed carefully to restore its woodland characteristics, known botanically as "**open grassy woodland**".

Open grassy woodland is an endangered vegetation community in Victoria. It is an open eucalypt and/or sheoak woodland growing over a diverse ground layer of native grasses and herbs. Common trees are the Narrow-leaf Peppermint, Bellarine Yellow-gum and Drooping Sheoak. By protecting and enhancing this habitat, native birds and animals should be attracted to the area.

Many Lots also contain fine examples of the Bellarine Yellow Gums, trees that are hundreds of years old. Many of these trees cannot be grown to this age in our lifetime. They are a joy to live with, attracting birds in winter when they flower.

These trees will benefit from planting smaller understorey plants on your Lot, attracting smaller birds back to the area. With an active planting regime of local species, the Lots will gradually link back to the Yellow Gum Reserve and through to the neighbouring Ocean Grove Nature Reserve.

Many Bellarine Yellow Gums will also be planted along roads and in Lots to ensure their future survival on this site.

### **General use of your site**

The Yellow Gum Estate is protected by a Vegetation Protection Overlay – Schedule 2 (VPO2), meaning that a planning permit from City of Greater Geelong may be required to remove, destroy or lop any vegetation, including dead trees, unless an exemption applies.



Please be aware that this subdivision has been approved with building envelopes and you will need to carefully check your title and registered plan of subdivision for this information and any other restrictions.

Building envelopes specify where buildings and works such as a dwelling and garages can be constructed, however there are also tree protection zones which exclude buildings and works, please refer to title and registered plan of subdivision for further information.

Existing trees within the building envelopes may be removed if necessary, in accordance with the approved subdivision plan – please note your building envelope is likely to be different to that approved for your neighbour. The loss of this vegetation within building envelopes will be offset by planting and management activities in the Yellow Gum Reserve and other Reserve areas created in this Estate. The size and shape of building envelopes varies to avoid native vegetation where possible.

Selective use of sections of brush or post and wire (or other non-pailing) fencing on the edges of building envelopes can provide privacy without compromising the open woodland feel, if necessary. The side and rear fences of all lots must be with rural, ring lock-style fencing, whilst lots abutting Council reserve must also contain rabbit proof fencing.

As it is intended that this area of bushland will be protected and enhanced, fire risk must be taken into consideration. The Country Fire Authority (CFA) consider this area to be a fire risk area and that fuel loads should be maintained around buildings, within building envelopes.

Fire risk outside building envelopes should consider the protection and enhancement of bushland values (refer to Page 3, *Management Prescriptions for Vegetation on Future Privately Owned Lots* (Mark Trengrove, February 2000) for further information – this document is an annexure to a Section 173 Agreement (2002) attached to title.

Owners are required to remove noxious weeds, encouraged to remove environmental weeds and increase the cover of indigenous species. The use of indigenous vegetation will reduce water requirements and mowing and may maintain a greener landscape in times of drought. No environmental or noxious weeds are to be planted.

The planting of indigenous species is encouraged. Care should be taken to avoid planting too thickly and compromising the open woodland feel whilst inhibiting the regeneration of tree species. Mulch can be used sparingly or it will suppress the growth of ground flora. It needs to be weed free. The restoration of areas of understorey is primary for providing habitat for smaller birds. Refer to Page 3, *Management Prescriptions for Vegetation on Future Privately Owned Lots* (Mark Trengrove, February 2000) for further information.

Galahs and cockatoos can cause damage to timber buildings. Encouraging them by hand feeding is not recommended.

### **Domestic Animals**

Please be aware of the following, due to the potential environmental impact of domestic animals;

Dogs are only allowed under the following circumstances-

- Must be limited to two (2) per property
- Must be controlled in accordance with Council guidelines
- Must not be allowed in the Reserve

Cats are not allowed.

Horses or other grazing animals are not allowed.

### **Planting Recommendations**

Local Nurseries can provide a wide range of indigenous plants suited to this area. Selections from the following list are recommended:

<b>Botanical Name</b>	<b>Common Name</b>
<i>Acacia implexa</i>	Lightwood
<i>Acacia meamsii</i>	Late Black Wattle
<i>Acacia pycnantha</i>	Golden Wattle
<i>Allocasuarina littoralis</i>	Black Wattle
<i>Allocasuarina verticillata</i>	Drooping Sheoke
<i>Banksia marginata</i>	Silver Banksia
<i>Bursaria spinosa var macrophylla</i>	Sweet Bursaria
<i>Eucalyptus leucoxylon ssp bellarinesis</i>	Bellarine Yellow Gum
<i>Eucalyptus viminalis</i>	Manna Gum
<i>Exocarpus cupressiformis</i>	Cherry Ballart
<i>Myoporum insulare</i>	Common Boobialla
<i>Pomaderris paniculosa ssp parilia</i>	Coast Pomaderris
<i>Postanthera nivea</i>	Snowy Mint-bush

**Planting weed species** is not permitted, as they may escape into neighbouring areas. This includes agapanthus, freesias, wild gladiolus radiata pine, briar rose and blackberry, among others.

Land owners are encouraged to monitor the health of indigenous vegetation on their lots. Further support, contacts and information can be obtained from the following organizations;

- Bellarine Landcare Group:- 5257 3298



- Swan Bay Integrated Management Committee:- 5256 3687
- Geelong Field Naturalists:- 5229 3901 <http://home.vicnet.net.au/~gfnc/>
- City of Greater Geelong Environment Unit:- 5227 0785  
[http://www.geelongaustralia.com.au/Services\\_In\\_Geelong/Environment/](http://www.geelongaustralia.com.au/Services_In_Geelong/Environment/)