

DATED

2022

GREGOR DONALD MCINTYRE MCCANN

to

CONTRACT OF SALE OF REAL ESTATE

Property: 142-160 Scotchmans Road, Drysdale 3222

WIGHTONS LAWYERS

Lawyers

89 Myers Street
Geelong Vic 3220

Tel: 5226 4107

Fax: 03 5222 2057

Ref: MGP:TJH:210644

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 **142-160 Scotchmans Road, Drysdale 3222**

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/...../2022

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:

..... on/...../2022

Print name(s) of person(s) signing: **GREGOR DONALD MCINTYRE MCCANN**

State nature of authority, if applicable:

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 <i>Sale of Land Act 1962</i>)	EXCEPTIONS: The 3-day cooling-off period does not apply if:
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.	<ul style="list-style-type: none">• you bought the property at or within 3 clear business days before or after a publicly advertised auction;
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.	<ul style="list-style-type: none">• 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 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.	<ul style="list-style-type: none">• 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

Elders Real Estate
3/2-6 Rutland Street, Newtown, VIC 3220

Email: peter.lindeman@elders.com.au

Tel: 5222 1622

Mob: 0418525609

Ref: Peter Lindeman

Vendor

GREGOR DONALD MCINTYRE MCCANN

100 McCann Street, Ceres, VIC 3221

Vendor's legal practitioner or conveyancer

Wightons Lawyers

89 Myers Street, Geelong Vic 3220
PO Box 469, Geelong Vic 3220

Email: traceyh@wightons.com.au

Tel: 5226 4107

Fax: 03 5222 2057

Ref: MGP:TJH:210644

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 table below –

Certificate of Title reference	being lot	on plan
Volume 10910 Folio 910	1	871395Y

AND described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 statement if no title or plan references are recorded in the table above or as described in the section 32 statement if the land is general law land.

The land includes all improvements and fixtures.

Property address

The address of the land is: **142-160 Scotchmans Road, Drysdale 3222**

Goods sold with the land (general condition 2.3(f)) (list or attach schedule): NIL, VACANT LAND

Payment (general condition 11)

Price	\$	
Deposit	\$	by 10% on the 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

The purchaser is not required to make a GST withholding payment under section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) in relation to this supply of land unless the words "GST withholding applies" appear in this box in which case the vendor will provide further details before settlement.

Unless the words "GST withhold applies" appear in this box, this section serves as a notification for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

Settlement (general condition 10): **is due on the** _____ **day of** _____ **2022**
being 30 / 60 90 days from the date hereof.

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

A SPECIAL CONDITION OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.

Instructions: *It is recommended that when adding further special conditions:*

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on the last page; and
- attach additional pages if there is not enough space

Special condition 1 – Payment

General condition 11 is replaced with the following:

11. PAYMENT

- 11.1 The purchaser must pay the deposit:
- to the vendor's licensed estate agent; or
 - if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - 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:
- must not exceed 10% of the price; and
 - 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:
- to the vendor, or the vendor's legal practitioner or conveyancer; or
 - 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:
- up to \$1,000 in cash; or
 - by cheque drawn on an authorised deposit taking institution; or
 - by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- 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
 - 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.

Special condition 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.

Special condition 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
- the price includes GST; or
 - 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.

Special condition 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.

Special condition 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.

Special condition 5A – GST withholding

[Note: the box should be checked if the property sold is or may be new residential premises or potential residential land, whether or not falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*]

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.

Special condition 6 – 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.

Special condition 7 – 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.

Special condition 8 – Electronic conveyancing

- 8.1 Settlement and lodgment 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 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.
- 8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.
- 8.3 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*.
- 8.4 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.
- 8.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 8.6 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 lodgment.
- 8.7 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 –
- 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.

- 8.8 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.
- 8.9 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.
- 8.10 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.

Special condition 9 – Deposit bond

- 9.1 In this special condition:
- (a) "deposit bond" means an irrevocable undertaking by an insurer in a form satisfactory to the vendor to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The deposit bond must have an expiry date at least 30 days after the agreed date for settlement.
 - (b) "issuer" means an entity regulated by the Australian Prudential Regulatory Authority or the Reserve Bank of New Zealand;
- 9.2 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 9.3 The purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 9.4 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 30 days before the deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 9.5 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under special condition 9.4 to the extent of the payment.
- 9.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 9.5.
- 9.7 This special condition is subject to general condition 11.2.

Special condition 10 – Bank guarantee

- 10.1 In this special condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the Banking Act 1959 (*Cth*).
- 10.2 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 10.3 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 30 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 10.4 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with special condition 10.3
- 10.5 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under special condition 10.3 to the extent of the payment.
- 10.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 10.5.
- 10.7 This special condition is subject to general condition 11.2.

Special condition 11 – Building report

- 11.1 The purchaser may end this contract within 14 days from the days of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not in then in default.
- 11.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 11.3 A notice under this special condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 11.4 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

Special condition 12 – Pest report

- 12.1 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not in then in default.
- 12.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 12.3 A notice under this special condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 12.4 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

Special condition 13 – COVID-19 Event

1. The Vendor and Purchaser acknowledge and agree that in the event prior to the Settlement Date either party (including that party's company directors or secretary where the context permits):
- 1.1 contracts or suffers the Covid-19 Virus;
 - 1.2 is placed in Quarantine or directed to Quarantine by a Relevant Authority;
 - 1.3 is placed in Self-Isolation or directed to Self-Isolate by a Relevant Authority;
 - 1.4 needs to care for an immediate member of their household or family who is directly affected by special conditions 1.1 to 1.3 above; or
 - 1.5 (in the case of the Vendor) needs to remain on the Land for any reason related to special conditions 1.1 to 1.3 above;
- (collectively and each being a "Covid-19 Event") and such Covid-19 Event impacts the Vendor's or the Purchaser's ability to settle under this Contract by the Settlement Date, then such party may, subject to compliance with the terms of special condition 2, extend the Settlement Date by a reasonable period equal to the delay caused (or expected to be caused) by the Covid-19 Event, but being not more than fourteen (14) ordinary days, upon giving written notice to the other party. If settlement is delayed in accordance with this special condition, neither party will have any claim against the other in respect of any damages, including but not limited to fees, penalty interest, costs or expenses incurred as a result of the delay in settlement .
2. The rights of the Vendor and Purchaser to extend the Settlement Date in accordance with special condition 1 are subject to the following conditions:
- 2.1 the affected party must notify the other party by notice in writing as soon as reasonably practicable upon becoming aware of the Covid-19 Event, and in any event before the Settlement Date;
 - 2.2 the affected party must provide reasonable evidence of the Covid-19 Event to the other side; and
 - 2.3 (in the case of the Vendor) if the Vendor is seeking to rely on this special condition and has had or permitted any person to having a confirmed case of Covid-19 Virus on the Land at any time within a period of fourteen (14) days prior to the Settlement Date, then the Vendor must either:
 - a) cause for the Improvements and Included Goods on the Land to be Disinfected by a cleaning contractor approved by the Purchaser (acting reasonably); or
 - b) (at either party's election) pay to the Purchaser or provide an adjustment in favour of the Purchaser at settlement an amount equal to \$500.

Defined Terms

3. In these Special Conditions:
- 3.1 "**Covid-19 Virus**" means the strain of virus more fully described as coronavirus disease 2019 as declared by the World Health Organisation.
 - 3.2 "**Disinfected**" means:
 - a) steam cleaning all carpets and mopping of all hard-surface floors using a disinfectant cleaning agent capable of killing the Covid-19 Virus; and
 - b) cleaning air conditioning filters and using disinfectant products to clean all hard surfaces including without limitation all door handles, light switches, remote controls, windows and appliances using a disinfectant cleaning agent capable of killing the Covid-19 Virus.
 - 3.3 "**Quarantine**" means the isolation of an individual from other members of the public due to or related to the restriction on the movement of people in order to stop or prevent the spread of Covid-19 Virus.
 - 3.4 "**Relevant Authority**" includes the Australian Government (including any health department of the same), the Victorian Government (including any health department of the same), the Local Government Association of Victoria (including any individual local government council) and the World Health Organisation.
 - 3.5 "**Self-Isolate**" or "**Self-Isolation**" means the isolation of an individual from other members of the public due to:
 - a) having a confirmed case of Covid-19 Virus;
 - b) being in close contact with a person with a confirmed case of Covid-19 Virus; or
 - c) arriving in Australia after midnight on 15 March 2020.

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 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 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 conveyancer 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 conveyancer.
- 11.4 At settlement, payments may be made or tendered:
 - (a) in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. STAKEHOLDING

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

13. GST

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

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

14. LOAN

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

15. ADJUSTMENTS

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

THIS DEED dated day of 2022

BETWEEN **Gregor Donald McIntyre McCann** of 100 McCann Street, Ceres, Victoria
(Vendor)

AND _____ of

(Purchaser)

AND _____ of

(Guarantor)

IN CONSIDERATION of the vendor having at the request of the guarantor agreed to sell the land described within the contract of sale to the purchaser the guarantor **HEREBY GUARANTEES** to the vendor the due and punctual payment by the purchaser of the purchase money and interest payable thereon as detailed in the said contract of sale and all other money that is payable or may become payable pursuant thereto, the money hereby secured, **AND ALSO** the due performance and observance by the purchaser of all and singular the covenants provisions and stipulations contained or implied in the said contract of sale and on the part of the purchaser to be performed and observed **AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES** that it has examined the contract of sale and has access to a copy thereof and further that this guarantee is given upon and subject to the following conditions:

1. That in the event of the purchaser failing to pay the vendor as and when due the money referred to within the contract the guarantor will immediately pay such money to the vendor;
2. That in the event of the purchaser failing to carry out or perform any of its obligations under the contract the guarantor will immediately carry out and perform the same;
3. The guarantor shall be deemed to be jointly and severally liable with the purchaser, in lieu of being merely a surety for it, for the payment of the purchase money interest and all other money if any payable pursuant to the contract in the performance of the obligations herein contained and it shall not be necessary for the vendor to make any claim or demand on or to take any action or proceedings against the purchaser before calling on the guarantor to pay the money or to carry out and perform the obligations herein contained; and
4. That no time or other indulgence whatsoever that may be granted by the vendor to the purchaser shall in any manner whatsoever affect a liability of the guarantor hereunder and the liability of the guarantor shall continue to remain in full force and effect until all money owing to the vendor have been paid and all obligations have been performed.

EXECUTED AS A DEED

EXECUTED)
BY _____)
_____	_____
Director	Director
Name: _____	Name: _____

SIGNED SEALED & DELIVERED BY)
GUARANTOR / S in the presence of:)
_____	_____
Signature of witness	Signature
_____	_____
Print name of witness

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	142-160 Scotchmans Road, Drysdale 3222
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Vendor's name	Gregor Donald McIntyre McCann	Date 26/9/2022
Vendor's signature	<i>G. D. McCann</i>	

Purchaser's name		Date / /
Purchaser's signature		

Purchaser's name		Date / /
Purchaser's signature		

1. 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.
- (b) Scotchmans Road Water Incorporated
– fees and infrastructure levies approx \$500.00 p.a.

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.

NIL, TO THE VENDOR'S KNOWLEDGE

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:

NIL, TO THE VENDOR'S KNOWLEDGE

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:

Are as follows:

NIL, TO THE VENDOR'S KNOWLEDGE

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, TO THE VENDOR'S KNOWLEDGE

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, TO THE VENDOR'S KNOWLEDGE

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 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.

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable.

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 1000m²; (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.)

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be attached if ticked)

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)



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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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

Page 1 of 1

VOLUME 10910 FOLIO 910

Security no : 124098368116N
Produced 16/06/2022 03:01 PM

LAND DESCRIPTION

Lot 1 on Title Plan 871395Y.
Created by Application No. 124267P 07/11/2005

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
GREGOR DONALD MCINTYRE MCCANN of 100 MCCANN STREET CERES VIC 3221
AS467410V 23/08/2019

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
AV326664A 11/02/2022

DIAGRAM LOCATION

SEE TP871395Y FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	STATUS	DATE
AV326664A (E)	AGREEMENT Registered	17/02/2022

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

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

Street Address: 142-160 SCOTCHMANS ROAD DRYSDALE VIC 3222

DOCUMENT END



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	TP871395Y
Number of Pages (excluding this cover sheet)	1
Document Assembled	16/06/2022 15:20

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TITLE PLAN		EDITION 1	TP871395Y	
LOCATION OF LAND PARISH: BELLARINE TOWNSHIP: BLOCK: 2 CROWN ALLOTMENT: CROWN PORTION: 30 (PT) LAST PLAN REFERENCE: DERIVED FROM: DEPTH LIMITATION: NIL		NOTATIONS WARNING AS TO DIMENSIONS: ANY DIMENSION AND CONNECTING DISTANCE SHOWN IS BASED ON THE DESCRIPTION OF THE LAND CONTAINED IN THE GENERAL LAW TITLE AND IS NOT BASED ON SURVEY INFORMATION WHICH HAS BEEN INVESTIGATED BY THE REGISTRAR OF TITLES.		
EASEMENT INFORMATION E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD) A - APPURTENANT EASEMENT				THIS PLAN HAS BEEN PREPARED BY LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES Checked by P.E Date: 14/11/2006 Assistant Registrar of Titles
Easement Reference	Purpose / Authority	Width (Metres)	Origin	
NIL			Land benefited / In favour of	
<div style="display: flex; justify-content: space-around; font-weight: bold; font-size: 1.2em;">SCOTCHMANS ROAD</div> <p style="text-align: center; font-weight: bold; font-size: 1.2em;">LOT 1 16.19ha</p>				
LENGTHS ARE IN METRES	SCALE	DEALING / FILE No. AP124267P		DEALING CODE: 14
		GOVERNMENT GAZETTE No.		SHEET 1 OF 1



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

Produced 16/06/2022 03:19:56 PM

Status	Registered	Dealing Number	AV326664A
Date and Time Lodged	11/02/2022 03:03:01 PM		

Lodger Details

Lodger Code	18776H
Name	HARWOOD ANDREWS
Address	
Lodger Box	
Phone	
Email	
Reference	7cmm:22001807

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Estate and/or Interest

FEE SIMPLE

Land Title Reference

10910/910

Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	GREATER GEELONG CITY COUNCIL
Address	
Street Number	30
Street Name	GHERINGHAP
Street Type	STREET
Locality	GEELONG
State	VIC
Postcode	3220

Additional Details



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Refer Image Instrument

The applicant requests the recording of this Instrument in the Register.

Execution

1. The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	GREATER GEELONG CITY COUNCIL
Signer Name	CLARE MARGARET MCKENNA
Signer Organisation	THE LANTERN LEGAL GROUP PTY LTD
Signer Role	LAW PRACTICE
Execution Date	11 FEBRUARY 2022

File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.



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Document Type	Instrument
Document Identification	AV326664A
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HARWOOD ANDREWS

SECTION 173 AGREEMENT PLANNING AND ENVIRONMENT ACT 1987

GREATER GEELONG CITY COUNCIL
Responsible Authority

- and -

GREGOR DONALD MCINTYRE MCCANN
Owner

in relation to land at:

142-160 SCOTCHMANS ROAD, DRYSDALE

Natalie Luketic: 22001807

Harwood Andrews
ABN 98 076 868 034
70 Gheringhap Street, Geelong 3220, Victoria, Australia
DX 22019 Geelong
PO Box 101 Geelong Vic 3220

Telephone: 03 5225 5225 Facsimile: 03 5225 5222

THIS AGREEMENT is made the

7 day of February 2022.

PARTIES:

1. **Greater Geelong City Council** of 30 Gheringhap Street, Geelong 3220
(Responsible Authority)
2. **Gregor Donald McIntyre McCann** of 100 McCann Street, Ceres 3221
(Owner)

RECITALS:

- R.1. The Owner is the registered proprietor of the land known as 142-160 Scotchmans Road, Drysdale being the land described in Certificate of Title Volume 10910 Folio 910 (Land).
- R.2. The Responsible Authority is responsible for the administration and enforcement of the Planning Scheme pursuant to the provisions of the Act.
- R.3. The Responsible Authority issued planning permit number PP-872-2017 on Monday, 30 April 2018 allowing use and development of a dwelling generally in accordance with the endorsed plans (Permit).
- R.4. Condition 4 of the Permit provides as follows:

Prior to the commencement of the development, the applicant must enter into an agreement under Section 173 of the Planning and Environment Act 1987 with the Responsible Authority. The agreement must be in the a form to the satisfaction of the Responsible Authority, and the applicant must be responsible for the expense of the preparation and registration of the agreement, including the Responsible Authority's reasonable costs and expense (including legal expense) incidental the preparation, registration and enforcement of the agreement. The agreement must contain covenants to be registered on the Title of the property so as to run with the land, and must provide for the following:

 - a) *The use of the land must occur in accordance with the farm management plan endorsed as part of PP-872-2017 and to the satisfaction of the Responsible Authority.*
- R.5. This Agreement is entered into between the Responsible Authority and the Owner pursuant to section 173 of the Act in order to meet the requirements of condition 4 of the Permit and to achieve the objectives of planning in Victoria.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

In this Agreement unless inconsistent with the context or subject matter:

- 1.1. **Act** means the *Planning and Environment Act 1987* (Vic).
- 1.2. **Agreement** means this Agreement and any agreement executed by the parties varying or expressed to be supplemental to this Agreement.
- 1.3. **Current Address for Service**
 - 1.3.1. for the Responsible Authority means the address shown under the heading "Parties" in this Agreement, or any other principal office address listed on the website of the Responsible Authority; and
 - 1.3.2. for the Owner means the address shown under the heading "Parties" in this Agreement or any other address provided by the Owner to the Responsible Authority for any purpose or purposes relating to the Land.

- 1.4. **Current Email Address for Service**
- 1.4.1. for the Responsible Authority means statplanning@geelongcity.vic.gov.au, or any other email address listed on the website of the Responsible Authority; and
- 1.4.2. for the Owner means any email address provided by the Owner to the Responsible Authority for the express purpose of electronic communication regarding this Agreement.
- 1.5. **Current Number for Service**
- 1.5.1. for the Responsible Authority means 03 5272 4277, or any other facsimile number listed on the website for the Responsible Authority; and
- 1.5.2. for the Owner means any facsimile number provided by the Owner to the Responsible Authority for the express purpose of facsimile communication regarding this Agreement.
- 1.6. **Dwelling** has the same meaning as in the Planning Scheme.
- 1.7. **Farm Management Plan** means the Farm Management Plan dated September 2021 prepared by *Land by Design*, a copy of which is Annexure A to this Agreement.
- 1.8. **Land** means the land described in Recital R.1 and any reference to the Land includes any lot created by the subdivision of the Land or any part of it.
- 1.9. **Mortgagee** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Land or any part of it.
- 1.10. **Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of the Land or any part of it, and includes a Mortgagee in possession.
- 1.11. **Owner's Obligations** means the covenants, promises, agreements, indemnities, undertakings and warranties given by the Owner under this Agreement including the specific obligations imposed under clause 3.
- 1.12. **party** or **parties** means the Owner and the Responsible Authority under this Agreement as appropriate.
- 1.13. **Permit** means the planning permit issued by the Responsible Authority described in Recital R.3 including the plans endorsed under it and as amended from time to time, or any subsequent permit issued by the Responsible Authority.]
- 1.14. **Planning Scheme** means the Greater Geelong Planning Scheme and any successor instrument or other planning scheme which applies to the Land.
- 1.15. **Register** and **Registrar** have the same meaning as in the *Transfer of Land Act 1958* (Vic).
- 1.16. **Responsible Authority** means Greater Geelong City Council in its capacity as:
- 1.16.1. the authority responsible for administering and enforcing the Planning Scheme; and
- 1.16.2. a municipal council within the meaning of the *Local Government Act 1989* (Vic),

and includes its agents, officers, employees, servants, workers and contractors and any subsequent person or body which is the responsible authority or municipal council.

2. INTERPRETATION

In the interpretation of this Agreement unless inconsistent with the context or subject matter:

- 2.1. The singular includes the plural and the plural includes the singular.
- 2.2. A reference to a gender includes a reference to all other genders.
- 2.3. Words (including defined expressions) denoting persons will be deemed to include all trusts, bodies and associations, corporate or unincorporated, and vice versa.
- 2.4. A reference to a person includes a reference to a firm, corporation, association or other entity and their successors in law.
- 2.5. A reference to a statute includes any statute amending, consolidating or replacing that statute and includes any subordinate instruments made under that statute.
- 2.6. The Recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.
- 2.7. References to the parties will include their transferees, heirs, assigns, and liquidators, executors and legal personal representatives as the case may be.
- 2.8. Reference to a document or agreement includes reference to that document or agreement as changed, novated or replaced from time to time.
- 2.9. Where a word or phrase is given a definite meaning in this Agreement, a part of speech or other grammatical form for that word or phrase has a corresponding meaning.
- 2.10. Where a word or phrase is not defined in this Agreement, it has the meaning as defined in the Act, or, if it is not defined in the Act, it has its ordinary meaning.

3. SPECIFIC OBLIGATIONS OF THE OWNER

The Owner agrees with the Responsible Authority that unless the prior written consent of the Responsible Authority is obtained, the Owner must:

- 3.1. implement the Farm Management Plan;
 - 3.2. manage the Land in accordance with the Farm Management Plan; and
 - 3.3. maintain the Land in accordance with the Farm Management Plan,
- on an ongoing basis and to the satisfaction of the Responsible Authority.

4. FURTHER COVENANTS OF THE OWNER

The Owner warrants and covenants with the Responsible Authority that:

- 4.1. It is the registered proprietor (or entitled to be so) of the Land.

- 4 -

- 4.2. Save as shown in the certificate of title to the Land, there are no mortgages, liens, charges, easements or other encumbrances or any rights inherent in any person affecting the Land or any part of it and not disclosed by the usual searches.
- 4.3. Neither the Land nor any part of it is subject to any right obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in section 42 of the *Transfer of Land Act 1958 (Vic)*.
- 4.4. It will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of it without first providing to its successors a copy of this Agreement.
- 4.5. It will within 28 days of written demand pay to the Responsible Authority the Responsible Authority's reasonable costs (including legal or other professional costs and expenses of and incidental to the:
 - 4.5.1. negotiation, preparation, execution and recording of this Agreement;
 - 4.5.2. assessment, negotiation, preparation, execution and recording of any proposed amendment to this Agreement; and
 - 4.5.3. determination of whether any of the Owner's obligations have been undertaken to the satisfaction of the Responsible Authority or to give consent to anything under this Agreement.

To the extent that such costs and expenses constitute legal professional costs, the Responsible Authority may at its absolute discretion have these costs assessed by the Law Institute of Victoria and in that event the parties will be bound by the amount of that assessment, with any fee for obtaining such an assessment being borne equally by the Responsible Authority and the Owner. Such costs payable by the Owner will include the costs and disbursements associated with the recording, cancellation or alteration of this Agreement in the Register.

- 4.6. It will do all that is necessary to enable the Responsible Authority to make application to the Registrar of Titles to record this Agreement in the Register in accordance with the Act, including the signing of any further agreement, acknowledgment or other document.
- 4.7. Until such time as this Agreement is recorded in the Register, the Owner must ensure that successors in title will give effect to this Agreement, and do all acts and sign all documents which will require those successors to give effect to this Agreement, including executing a deed agreeing to be bound by the terms of this Agreement.

5. FURTHER ASSURANCE

The parties to this Agreement will do all things necessary (including signing any further agreement, acknowledgement or document) to give full effect to the terms of this Agreement and to enable this Agreement to be recorded in the Register in accordance with the Act.

6. AMENDMENT

This Agreement may be amended only in accordance with the requirements of the Act.

7. NO WAIVER

No waiver by any party of any default in the strict and literal performance of or compliance with any provision, condition or requirement in this Agreement will be deemed to be a waiver of strict and literal performance of and compliance with any other provision, condition or requirement of

this Agreement nor to be a waiver of or in any way release any party from compliance with any provision, condition or requirement in the future nor will any delay or omission of any party to exercise any right under this Agreement in any manner impair the exercise of such right accruing to it thereafter.

8. NO FETTERING OF POWERS OF RESPONSIBLE AUTHORITY

The parties acknowledge and agree that this Agreement does not fetter or restrict the power or discretion of the Responsible Authority to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Land or relating to any use or development of the Land.

9. INTEREST ON OVERDUE MONEYS

Any amount due under this Agreement but unpaid by the due date incurs interest at the rate prescribed under section 120 of the *Local Government Act 2020 (Vic)* and any payment made shall be first directed to payment of interest and then the principal amount owing.

10. NOTICES

All notices and other communications under this Agreement will be sent by prepaid mail, by hand delivery, email or by facsimile to the Current Addresses for Service, Current Email Address for Service or Current Number for Service of the parties, and may be sent by an agent of the party sending the notice. Each notice or communication will be deemed to have been duly received:

- 10.1. not later than two business days after being deposited in the mail with postage prepaid;
- 10.2. when delivered by hand;
- 10.3. if sent by email, at the time of receipt in accordance with the *Electronic Transactions (Victoria) Act 2000 (Vic)*; or
- 10.4. if sent by facsimile transmission upon completion of that transmission and production of a transmission report stating that the facsimile was sent to the addressee's facsimile number.

11. COSTS ON DEFAULT

If the Owner defaults in the performance of any obligations under this Agreement it will pay to the Responsible Authority its reasonable costs of action taken to achieve compliance with this Agreement.

12. INVALIDITY OF ANY CLAUSE

Notwithstanding anything to the contrary in this Agreement, if any provision of this Agreement will be invalid and not enforceable in accordance with its terms, all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provisions will be and continue to be valid and enforceable in accordance with those terms.

13. AGREEMENT BINDING ON SUCCESSORS OF OWNERS

This Agreement will extend to and bind the Owner's successors, assigns, administrators, transferees and legal personal representatives and the obligations imposed upon them will also

be binding on their successors, transferees, purchasers, mortgagees and assigns as if each of them had separately executed this Agreement.

14. JOINT OBLIGATIONS

In the case of each party that consists of more than one person (including in that expression any corporation) each of those persons covenants, agrees and declares that all of the covenants, agreements, declarations and consents contained in this Agreement and made and given by that party have been entered into, made and given and are binding upon that person both severally and also jointly with the other person or persons constituting that party.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

16. EXCHANGE OF COUNTERPARTS BY EMAIL OR FAX

- 16.1. This Agreement may be executed in any number of counterparts.
- 16.2. All counterparts together constitute one agreement.
- 16.3. A party may execute this Agreement by signing any counterpart.
- 16.4. This Agreement is binding on the parties on the exchange of executed counterparts. A copy of an original executed counterpart sent by email or by facsimile machine:
 - 16.4.1. must be treated as an original counterpart;
 - 16.4.2. is sufficient evidence of the execution of the original; and
 - 16.4.3. may be produced in evidence for all purposes in place of the original.
- 16.5. A party which has executed a counterpart of this Agreement or its legal representative may exchange it with another party by sending a copy of that original executed counterpart by email or facsimile machine to that other party or its legal representative and if requested by that other party or its legal representative must promptly deliver that original by hand or post. Failure to make that delivery does not affect the validity of this Agreement.

17. COMMENCEMENT AND ENDING OF AGREEMENT

- 17.1. This Agreement will commence:
 - 17.1.1. on the date that it bears; or
 - 17.1.2. if it bears no date, on the date it is recorded in the Register.
- 17.2. This Agreement will end by agreement between the parties or otherwise in accordance with the provisions of the Act.

EXECUTED AS A DEED

SIGNED SEALED AND DELIVERED on behalf of the **GREATER GEELONG CITY COUNCIL** by Gareth Smith, Director Planning, Design and Development, pursuant to an instrument of delegation authorised by Council resolution, in the presence of:

.....
Gareth Smith

.....
Witness

SIGNED SEALED AND DELIVERED by the said **GREGOR DONALD MCINTYRE MCCANN** in the presence of:

G. D. McCann
.....
Gregor Donald McIntyre McCann

Stacy Bath
.....
Witness

SIGNED SEALED AND DELIVERED on behalf of the **GREATER GEELONG CITY COUNCIL** by Joanne Van Slageren, Manager City Development, pursuant to an instrument of delegation authorised by Council resolution, in the presence of:

Joanne - S
.....
Joanne Van Slageren

A. Roberts
.....
Witness

**ANNEXURE A
FARM MANAGEMENT PLAN**

AV326664A

City of Greater Geelong, Statutory Planning - Date Received 23/9/2021

This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach copyright legislation

Farm Management Plan

Gregor McCann
142-160 Scotchmans Road, Drysdale

Land by Design

Simon Marshall

September 2021

**GREATER GEELONG CITY COUNCIL
PLANNING ENVIRONMENT ACT 1987
GREATER GEELONG PLANNING SCHEME**

**Endorsed Plan
Planning Permit No: PP-872-2017
Condition No: 2 Farm Management Plan Pages 1 to 12
Sheet 1 of 12
Approved By Amelia Green
Approved Date 21/01/2022**

NOTE: THIS IS NOT A BUILDING APPROVAL

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Fertility

Acidity

Salinity

Waterlogging

Soil testing

Permeability

Water Systems

Existing vegetation

Pastures

Weeds

Native vegetation

Shelterbelts

Farm Management Techniques

Farming Activity

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Improvement Program

Ongoing Monitoring

Environmental Best Management Program

Appendix 1: Concept Farm Plan

Appendix 2: Ecological Vegetation Class (EVC) 175

Land by Design

simon@landbydesign.com

470 Warragul Leongatha Road

Seaview 3821

0423739207

Farm Management Plan

142-160 Scotchmans Road,
Drysdale, VIC.

Summary

This Farm Management Plan has been requested by the City of Greater Geelong to demonstrate the merit of the farming activity, and to show the need for an on site residence. The 16 hectare property is located at 142-160 Scotchmans Road and is on the peak of Mount Bellarine or Murradoc Hill. It has received above average rainfall in the last decade and the temperatures have been about average for the state.

The subject site is within the Farming Zone and has a Significant Landscape Overlay (SLO13) which refers specifically to keeping the landscape character of Murradoc Hill. The farm's size is less than the minimum allotment for a Planning Permit as of right, and the Council requires that there must be a demonstrated genuine need for an on site residence.

The proposed farming activity is based on breeding high value thoroughbred mares to high value sires, with foaling of the mares to occur at this Scotchmans Road property. The offspring are reared and trained elsewhere and then sold to the racing industry as registered thoroughbred yearlings.

The soil type is a clay loam, of volcanic origin, with a long history of productive farming. The principal prior use has been grazing and the production of fodder.

The site is gently undulating, and is in good condition. No erosion is evident, and the area is sown to productive pastures. The fertilizer history is unknown, but the prominence of introduced pasture species, and the yields of fodder cut from the property are signs of land that has been well managed. The eight strand fences are also in good condition.

Site Analysis

Climate

Rainfall

Drysdale receives an average (median) of 655 mm rainfall per year with a maximum rainfall of upto 880 to 990mm occurring every ten years or so. Over the last 10 years, rainfall has been consistent, trending higher than the average, but with occasional years as low as 520 mm, which is above the average low (5th percentile) of 458mm.

Temperature

The highest daytime temperatures are between 37 and 45 degrees in the summer, with summer average temperatures sitting at around 25 degrees. Mean maximum daily temperatures in the winter are around 15 degrees with overnight lows just reaching freezing, usually sitting at 2 degrees and sometimes being as low as -2.2 degrees celsius.

Soil

Structure

Soils are typically of volcanic origin, and are clay barns in the A horizon. Cation Exchange Capacity (CEC) in the range of 27-60 meq% Typically CEC will increase with depth, and soil changes from clay loam to unweathered clay

The B horizon contains fractured basalt floaters, and ends on a fractured basalt underlay at varying depths between 1.5-3 metres.

Fertility

General fertility levels of these soils are high. High CEC and high levels of organic matter (>3%) permit high levels of nutrients to be stored and buffered. Soils are well drained, and surface sealing is not a problem. Providing the soils do not become sodic, and do not become waterlogged, then they are highly fertile, productive soils, capable of high pasture and cereal production.

pH

These soils are typically acidic; - in the range of pH (CaCl₂) of 5.4-6.4. At this level the site would respond to the application of lime, at 2.5 tonnes per hectare (but see below).

Salinity

The high clay content and Cation Exchange capacity can make these soils susceptible to salinity and sodicity impacts if managed poorly. However, no problems were evident, and the farm inspection showed no signs of salinity hotspots.

Total Dissolved Salts (ECe) in soil tests for the surrounding (similar) paddocks average less than 1.00 (range 0.63 to 1.6) and present no problems.

Waterlogging

No waterlogging is evident on surface inspection, nor is there any evidence of dispersive surface sealing. Soils appear to drain freely.

Soil testing

An initial soil test is recommended. Soil tests every second-third year or as otherwise required by DWELP.

Permeability

Aim for "good" permeability, by addition of gypsum, every four to five years. If lime is applied (as recommended above) then gypsum can be deferred, and can be applied, - subject to soil test in two to three years time.

Water Systems

There is a small existing dam in the north west corner at a low point near the road. There is also a large water tank along the road frontage which services a trough here. The tank is filled using reticulated water supplied by Barwon Water via Scotchmans Road Water Incorporated.

There is a slight depression leading to the dam which can get somewhat boggy in the wetter months but generally the topography allows for good water flows at and below the surface.

Existing vegetation

Pastures

Perennial pastures such as phalaris, perennial ryegrass and cocksfoot were dominant and cut for fodder for two years, and more recently it has been cropped with wheat and canola and will be undergoing regeneration back to pasture. with a lesser presence of Subterranean clover. The level of sub clover (and the protein content) of the pasture can be readily improved with further applications of phosphate fertilizer.

Weeds

Pastures are well maintained and weed free.

Native vegetation

No major stands of remnant vegetation exists on this property, with the exception of a few isolated trees on the western boundary. Similarly there is no roadside remnant vegetation within proximity of the site.

Shelterbelts

There is a small Cypress hedge planted along the western boundary, toward the top of the hill, in keeping with the requirements of SLO13 which aims to "protect cultural vegetation elements that positively contribute to the character of the landscape, including exotic wind breaks..."

Farm Management Techniques

Farming Activity

A thoroughbred horse breeding business will be developed on the site. This will entail thoroughbred mares being mated on site with high value Imported sires, imported from other (Australian) studs. Eight mares will be held on the farm site and be managed from mating to foaling and weaning on the site. The total number of mares mated on site, however, may be more than eight. Yearling foals will subsequently be sent to trainers elsewhere for training and on to sale into the racing industry.

After foaling mares are mated within seven to ten days, after foaling (the foal heat). Unusually, at this time fertility is maximised in horses, where other animals such as cows, are relatively infertile immediately post —partum. Because of this, the period from late pregnancy, foaling and subsequent joining is a period of intense management and supervision.

Number of mares

It is proposed to hold six to eight mares on the farm at any one time, with eight or more mares to be on the farm on a year in year out basis, once the farm is fully developed.

Mares foal once per year in spring. Foals are reared until eight — ten months and then turned out to trainers elsewhere for track training and development. They are subsequently sold at tare and then (under new ownership) prepared for racing as two year old maidens, or are occasionally retained until three years old.

Breeding requirements specific to horses

The issues presented below relate to the husbandry practices and supervision of foaling brood mares on the farm, and are of relevance to the current application for a Permit to establish a dwelling on the property.

To achieve this level of management requires "loose boxes" and shelter shedding for the mares and a "twenty four seven" observation that can only be achieved with residential accommodation on the farm. It also requires shedding, yards and handling facilities for veterinarians to work in.

Problems with mares in labour

Equine delivery is significantly different to that of other farm animals (and humans) in that the time between the rupture of membranes and the delivery of the foal is extremely short. The importance of resolving a dystocia rapidly cannot be overemphasized for the health of both the foal and the mare.

Dystocia is the name given to foaling difficulties experienced in mares. It is relatively common and is potentially dangerous to both the mare and the foal, and is often fatal to one or both. Dystocia usually occurs when the foal is not presented appropriately for an easy passage along the birth canal. Other causes also arise.

Dystocia is difficult to manage, because of the speed and vigour of labour. When a vet is called to attend a dystocic mare, there is usually little time to deal with the problem.

It is important that the time of onset of labour is noted, so it is helpful if the owner is able to note the time of labour onset, as well as the time the membranes rupture. If a caesarean section is required, then this will have to be done on site.

Perinatal asphyxia in foals

Perinatal asphyxia is the depletion of foetal oxygen supply at the time of birth. It is commonly fatal. In comparison with the birthing of other species, foals also suffer from the hazards of difficult labour and delayed delivery.

Causes of perinatal asphyxia include placental abnormalities dystocia or delayed delivery twinning or maternal illness. The key problem to all these causes is that the placenta is delivered with great rapidity, and frequently detaches (and can be delivered before) the foal is delivered. This causes asphyxia at the time of birth.

Managers can prevent perinatal asphyxia by monitoring mares for signs of impending parturition and being in attendance for all foalings. If dystocia is encountered, it should be dealt with quickly and veterinary assistance sought.

Managing mares in foal

This is of relevance to the management and to the viability of the business. If a problem with labour arises, it is critical that this be detected immediately, so that it can be addressed and resolved. Delays in detection of difficulties usually result in high morbidity amongst both foals and mares. In short, mares in advanced pregnancy must be observed

closely and continuously prior to the onset of foaling. Labour, from the rupture of membranes onwards, needs to be observed and timed, so that abnormal or prolonged or extended labour can be detected before it is too late. To put this in perspective, the value of a good thoroughbred mare may be \$100,000- \$350,000. A cow, however, might be \$750-\$1000.

Foals

Only six or eight foals are born each year and so the loss of a foal, and the subsequent loss of a trained yearling would critically affect the viability of the business. The value of a foal sold as a yearling might be anywhere from \$20,000 to \$150,000 and higher, depending on the bloodline and race success of the mare and the sire. The loss of one foal through the lack of supervision at birth (or any other time) has a significant impact on the enterprise viability and profitability.

Fodder conservation

It is anticipated that there will be opportunities to conserve fodder over the year. The nutritional demand for a mare and foal are in the order of 15-20 Dry sheep equivalents (DSEs). Six to eight mares is equivalent to 90-120 over the year. The property, if effectively managed, can produce sufficient pasture to support 20 DSE/ha - totalling some 300- 350 DSE's over the year.

At times, the mares will receive grain and vitamin feed supplements to meet the nutritional demands of pregnancy. Thus the property is capable of supporting six to eight mares and foals, with a surplus of 200 DSE for fodder conservation or cattle grazing.

Farm layout

The farm is to be laid out into:

- six paddocks
- two smaller holding paddocks,
- a stable and yard complex,
- shelterbelts, and
- an on site dwelling.

The farm layout is depicted in Appendix 1. The housing envelope will be located to be equidistant to each of the eastern and western boundaries.

Access

A driveway will be run through the middle of the property from the road, up to the top of the hill where the proposed dwelling, machinery shed, and stables are to be sited.

Soil

pH

Aim for pH (CaCl₂) of 6.2-7.0 to optimize pasture production. An application of lime at a rate of 2.5 tonnes per hectare will achieve this.

Infrastructure

To support the thoroughbred breeding operation a considerable number of property improvements are required. These are listed as follows:

- A set of stables comprising 6 boxes, feed and tack room. Overall dimensions are anticipated to be 15 m x 9 m;
- Stock handling yards;
- Fencing and additional water points.
- A 20 m x 9 m machinery shed fully enclosed and comprising a concrete floor, workshop and machinery storage area;
- A 15 m x 9 m hay shed for the storage of large round bales;
- shade sheds (in paddock) for rudimentary shelter from the elements.
- A pasture renovation program based on a 6-8 year cycle. The pasture composition is satisfactory at this stage but productivity will be responsive to higher fertiliser inputs and a change in species composition to those of a more perennial nature. Direct drilling is the preferred technique;
- Establishing a single row of indigenous trees to the southern half of the property.

A permanent residence is an immediate requirement to ensure that this program can be implemented and the livestock operation adequately managed.

Shelterbelts

Native trees will be grown on the corners of each paddock and along some fence lines. In time this will provide shade and protection from wind and sun, for horses in each paddock (see Appendix 1). Trees and shrubs for this purpose will be drawn from the Ecological Vegetation Class (EVC) 175: Grassy woodland, which has an endangered status. See appendix 2.

Improvement Program

Table 1 below which indicates the likely capital investment required for the improvements listed spread over a 5 year time frame. The property lacks specialised facilities for thoroughbred breeding and they need to be erected as soon as possible. There is less urgency for the biological processes of pasture renovation and plantation establishment.

Item	Total \$	Year 1	2	3	4	5
6 box stable	60,000	60,000				
Machinery shed	20,000	20,000				
Hayshed	10,000		10,000			
Handling yards	15,000	15,000				
Subdivision fencing	18,000	9,000	9,000			
Water supply	3,600	2,000	1,600			
Pasture renovation	7200			2,400	2,400	2,400
Shelterbelt establishment	10,000		6,000	2,000	2,000	
Totals \$	143,800	106,000	266,000	4,400	4,400	2,400

Ongoing Monitoring

Environmental Best Management Program

The effectiveness of this plan can be monitored in an auditable way by signing up to the Environmental Best Practices Program (EBMP)

EBMP is a ground up approach to the environmental management of rural properties and is available for large and small property holders. It encourages all landholders to adopt Best Management Practices to achieve more sustainable farms.

EBMP starts with setting goals that will gradually improve both your business and the environment. EBMP is now online with workbooks and includes the latest Fire and Greenhouse Gases chapters as well as traditional Whole Farm Planning.

Instructions can be found at this website: [Environmental Farm Plan - Victoria - Australia](#)

Appendix 1: Concept Farm Plan



Appendix 2: Ecological Vegetation Class (EVC) 175

Victorian Volcanic Plain bioregion
EVC 175: Grassy Woodland

Description:

A variable open eucalypt woodland to 15 m tall or occasionally Sheoak/Acacia woodland to 10 m tall over a diverse ground layer of grasses and herbs. The shrub component is usually sparse. It occurs on sites with moderate fertility on gentle slopes or undulating hills on a range of geologies.

* *eucalypt woodland only components (ignore when assessing non-eucalypt areas)*

Large trees:

Species	DBH(cm)	#/ha
<i>Eucalyptus</i> spp.	70 cm	15 / ha
<i>Allocasuarina</i> spp.	40 cm	
<i>Acacia</i> spp.	30 cm	

Tree Canopy Cover:

%cover	Character Species	Common Name
15%	<i>Eucalyptus ovata</i>	Swamp Gum
	<i>Eucalyptus radiata</i> s.l.	Narrow-leaf Peppermint
	<i>Eucalyptus viminalis</i>	Manna Gum
	<i>Allocasuarina verticillata</i>	Drooping Sheoak
	<i>Acacia implexa</i>	Lightwood
	<i>Acacia mearnsii</i>	Black Wattle

Understorey:

Life form	#Spp	%Cover	LF code
Immature Canopy Tree		5%	IT
Understorey Tree or Large Shrub ⁺	2	10%	T
Medium Shrub	2	10%	MS
Small Shrub	2	1%	SS
Prostrate Shrub	2	5%	PS
Large Herb	2	5%	LH
Medium Herb	8	20%	MH
Small or Prostrate Herb	3	5%	SH
Large Tufted Graminoid	1	1%	LTG
Medium to Small Tufted Graminoid	8	45%	MTG
Medium to Tiny Non-tufted Graminoid	1	5%	MNG
Scrambler or Climber	1	1%	SC
Bryophytes/Lichens	na	10%	BL

LF Code	Species typical of at least part of EVC range	Common Name
MS	<i>Bursaria spinosa</i>	Sweet Bursaria
MS	<i>Cassinia arcuata</i>	Drooping Cassinia
MS	<i>Acacia pycnantha</i>	Golden Wattle
MS	<i>Hymenanthera dentata</i> s.l.	Tree Violet
SS	<i>Pimelea humilis</i>	Common Rice-flower
PS	<i>Atriplex semibaccata</i>	Berry Saltbush
MH	<i>Acaena echinata</i>	Sheep's Burr
MH	<i>Einadia nutans</i> ssp. <i>nutans</i>	Nodding Saltbush
MH	<i>Gonocarpus tetragynus</i>	Common Raspwort
SH	<i>Crassula sieberiana</i>	Sieber Crassula
SH	<i>Dichondra repens</i>	Kidney-weed
MTG	<i>Lomandra filiformis</i>	Wattle Mat-rush
MTG	<i>Austrostipa scabra</i>	Rough Spear-grass
MTG	<i>Austrodanthonia caespitosa</i>	Common Wallaby-grass
MTG	<i>Dianella revoluta</i> s.l.	Black-anther Flax-lily
MNG	<i>Microlaena stipoides</i> var. <i>stipoides</i>	Weeping Grass
SC	<i>Clematis microphylla</i>	Small-leaved Clematis

CITY OF GREATER GEELONG

PO Box 104, P: 03 5272 5272
Geelong VIC 3220 E: contactus@geelongcity.vic.gov.au
DX 22063 Geelong www.geelongaustralia.com.au



LAND INFORMATION CERTIFICATE

In accordance with Section 121 of the Local Government Act 2020

Date of Issue: **17-Jun-2022**

Certificate No: **196111**

Applicants Ref:

64828785-013-2:161682

Assessment Number: 67770

Property Address: **142-160 Scotchmans Road, DRYSDALE VIC 3222**

Property Description: **162037.3m2 Lot 1 TP 871395**

Ratepayer as per

Council Records: **G D M McCann**

Applicant:

**Landata
PO BOX 500
EAST MELBOURNE VIC 8002**

Operative Valuation Date: **01-Jul-2021**
Level of Valuation Date: **01-Jan-2021**
Capital Improved Value: **1,280,000**
Site Value: **1,280,000**
Net Annual Value: **64,000**

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, Local Government Act 2020 or under a local law or By-Law of the Council.

This certificate is not required to include information regarding Planning, Building, Health, Land Fill, Land Slip, 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 **01/07/2021 to 30/06/2022**. Lump sum payment - due by **15/02/2022** or by instalment **30/09/2021, 30/11/2021, 28/02/2022 and 31/05/2022**. 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. On request any overpayment of rates at settlement will be refunded to the payee, with a \$30 fee being applicable.

Confirmation of any variation to this certificate will only be given for up to 90 days from the date of issue

(ie. **15-Sep-2022**) and within the current financial year.

The Local Government Act 2020 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.

Notices can be emailed to: transfers@geelongcity.vic.gov.au

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

In accordance with Section 121 of the
Local Government Act 2020

Date of Issue: **17-Jun-2022**

eService

Certificate No: **196111**

Property Address: **142-160 Scotchmans Road, DRYSDALE VIC 3222**

Assessment Number: **67770.8**

	<u>Rate, Charges & Other Monies</u>	<u>Amount \$</u>
Arrears:	Balance Brought Forward	0.00
	Legal Fees Arrears	0.00
Current:	General Rates	1,861.85
	State Government Levies	495.40
	Municipal Charge	0.00
	Refunds	0.00
	Concession Rebates	-346.30
	Interest Arrears	0.00
	Interest Current	0.00
	Legal Fees	0.00
Other:	Special Charges (<i>subject to Final Costs</i>)	0.00
	Sundry Charges	0.00
Payment:	Amount Received	-2,010.95
	Overpayment	0.00
	All Overdue amounts should be paid at settlement. The purchaser is liable for all outstanding rates and charges after transfer and settlement.	
	Total Due:	0.00

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



Bill Code: 17475
Reference: 10000677708

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

Your Ref: 64828785-013-2:161682

Page 2 of 2

Standard Property
Sec 121 LGA 2020

Information Statement Part A

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

INSTALLATION NUMBER: 16744775 **APPLICATION NUMBER:** 421456 **DATE:** 20/06/2022
PROPERTY ADDRESS: 142-160 SCOTCHMANS RD, DRYSDALE, VIC 3222
YOUR REFERENCE: 4560
OWNER: G D M McCann
COMMENTS: Comments

The following service charges are applicable for the abovenamed property for the period 01/04/2022 to 30/06/2022. 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
Water Service Charge	29.18	0.00	29.18
Total Service Charge	\$ 29.18	0.00	29.18

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
TOTAL DUE	\$ NIL	NIL	NIL

Important Information

The supply of water/sewer to this property is "By Agreement"

THE WATER METER WAS LAST READ ON 28/04/2022. AN APPLICATION FOR A SPECIAL METER READING CERTIFICATE WILL BE REQUIRED TO ENSURE ALL VOLUME CHARGES CAN BE ADJUSTED AT TIME OF SETTLEMENT. APPLICATION CAN BE MADE AT www.barwonwater.vic.gov.au UNDER "PROPERTY INQUIRY APPLICATIONS". PLEASE ALLOW 5 WORKING DAYS FOR THE APPLICATION TO BE PROCESSED AND A CERTIFICATE PRODUCED.

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 19/08/2022. Barwon Water will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 19/08/2022 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

Wightons C/- InfoTrack C/- LANDATA
Two Melbourne Quarter, Level 13, 697 Collins Street Docklands



Billor Code: 585224

Ref Code: 6900 0001 0018 4367 4

Information Statement Part A

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

INSTALLATION NUMBER: 17385768 **APPLICATION NUMBER:** 421456 **DATE:** 20/06/2022
PROPERTY ADDRESS: SCOTCHMANS RD, DRYSDALE, VIC 3222
YOUR REFERENCE: 4560
OWNER: SCOTCHMAN'S ROAD WATER INC
COMMENTS: Comments

The following service charges are applicable for the abovenamed property for the period 01/04/2022 to 30/06/2022. 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
TOTAL DUE	\$ NIL	NIL	NIL

Important Information

THE WATER METER WAS LAST READ ON 28/04/2022. AN APPLICATION FOR A SPECIAL METER READING CERTIFICATE WILL BE REQUIRED TO ENSURE ALL VOLUME CHARGES CAN BE ADJUSTED AT TIME OF SETTLEMENT. APPLICATION CAN BE MADE AT www.barwonwater.vic.gov.au UNDER "PROPERTY INQUIRY APPLICATIONS". PLEASE ALLOW 5 WORKING DAYS FOR THE APPLICATION TO BE PROCESSED AND A CERTIFICATE PRODUCED.

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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)*

20-06-2022

Wightons C/- InfoTrack C/- LANDATA
Two Melbourne Quarter, Level 13, 697 Collins Street
Docklands

Property: 142-160 SCOTCHMANS ROAD DRYSDALE 3222

I refer to your application received at this office on 20/06/2022. I wish to advise no encumbrances or easements related to Barwon Water works exist in respect of the above property, other than those that may be revealed by normal Title search, and no Notices or Orders presently remain outstanding relative to the connection of water supply and/or sewerage services.

Please note that this property is subject to a Water Supply By Agreement. Please refer to the attached document for details.

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

Our Ref: EC421456

Your Ref: 4560

Agent Ref: 64828785-024-8

Yours faithfully,

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)*

20-06-2022

Wightons C/- InfoTrack C/- LANDATA
Two Melbourne Quarter, Level 13, 697 Collins Street
Docklands

Property: SCOTCHMANS RD DRYSDALE 3222

I refer to your application received at this office on 20/06/2022. I wish to advise no encumbrances or easements related to Barwon Water works exist in respect of the above property, other than those that may be revealed by normal Title search, and no Notices or Orders presently remain outstanding relative to the connection of water supply and/or sewerage services.

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

Our Ref: EC421456

Your Ref: 4560

Agent Ref: 64828785-024-8

Yours faithfully,

Manager Customer Centre

WATER SUPPLY "BY AGREEMENT"

Wightons C/- InfoTrack C/- LANDATA
Two Melbourne Quarter, Level 13, 697 Collins Street
Docklands

20-06-2022

Dear Sir/Madam

Re: Water Supply 'By Separate Written Agreement' to:142 160 SCOTCHMANS RD DRYSDALE 3222

Barwon Water's records indicate this property is not within a "Declared Serviced Area" and is supplied with water under a Separate Written Agreement. (SWA)

You should note this agreement is between the occupier (owner or tenant) of a property and Barwon Water, and is subject to conditions that **MUST** be adhered to. It should also be noted there is no property entitlement for continued supply of water to the land in question. Therefore a new occupier (owner or tenant) of this property is required to apply to Barwon Water for a new agreement for water supply to be continued. Please find attached **an application form to be completed and submitted within 14 days** of you occupying the property.

Due to recent changes in "Safe Drinking Water Regulations", Barwon Water now reviews all conditions when a new "supply agreement" relates to a property, and reserves the right to ensure water supply systems are consistent with today's standard requirements. Therefore, when the information on the water supply to the property is reviewed, if it is found all the conditions (including new conditions required due to the above regulation changes) are not met, Barwon Water will insist they are met thus ensuring continuance of supply under agreement arrangements.

The new Customer Charter contains standard terms and conditions that relate to this type of water supply agreement. Additional conditions which may include: meter types (e.g. remote RF meters etc.), relocation of private service pipes outside private property, and other modifications etc., may also be required at the owner or occupier's expense prior to an agreement existing. Terms and Conditions documents are available at Barwon Water's offices, on our website at www.barwonwater.vic.gov.au, or our staff can arrange to post or fax a copy to you by calling the number below.

If an application form is not received within 14 days of the new occupancy, Barwon Water may direct termination of this water supply. Alternatively, if the occupier of the property is not the owner, please advise of the occupier's details (name and postal address) so the relevant documentation may be forwarded appropriately.

If the supply to the property is through a system owned by a third party, the occupier will be required to deal with the owner(s) regarding continued access.

Should you have any further enquiries regarding the information above, please contact Development Services on 1300 656 007.

Our Ref: EC421456**Your Ref:** 4560**Agent Ref:** 64828785-024-8

Yours faithfully,

Manager Customer Centre



Supply by agreement - renewal

Installation no:	Customer no:
------------------	--------------

**Mandatory*

Location of property*			Title or site plan attached <input type="checkbox"/>
Crown Allotment No:	Parish name:	Lot No:	Street No:
Street:		Suburb:	
Nearest Cross Road:			

Owner details *	
Name:	
Postal Address:	
Postcode:	
Phone:	Fax:
E-mail:	
Settlement date:	

Applicant details * (if not the current owner)	
Name:	
Postal Address:	
Postcode:	
Phone:	Fax:
E-mail:	
Settlement date:	

Purpose of use *	
<input type="checkbox"/> Domestic	<input type="checkbox"/> Industry (please specify type) _____
<input type="checkbox"/> Stock (please specify) _____	
Has the purpose of the supply changed? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes please provide details _____	
** Please note this renewal application will attract a renewal fee in accordance with the Barwon Water's schedule of charges	

Supply Information *	
Tapping size: _____ mm	Size of meter at tapping point: _____ mm
Size of meter located at individual property boundaries: 20 mm <input type="checkbox"/> 25 mm <input type="checkbox"/>	
Estimated maximum daily demand _____ kL	Estimated maximum annual consumption _____ kL
Is this a shared private water extension? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Location of existing connection to Barwon Water's main and the location of existing meters: _____	
Does this service currently cross the property's boundaries? <input type="checkbox"/> yes <input type="checkbox"/> No	

Declaration *:		
I, the applicant, being the occupier of the above mentioned property understand that Water Supply by Agreements are for non-standard connections to Barwon Water's supply system and that upon review of this application Barwon Water may impose special conditions or refuse permission to connect.		
Name:	Signature:	Date:

Property Clearance Certificate

Taxation Administration Act 1997



INFOTRACK / WIGHTONS

Your Reference: 210644
Certificate No: 56573647
Issue Date: 17 JUN 2022
Enquiries: JXD11

Land Address: 142 -160 SCOTCHMANS ROAD DRYSDALE VIC 3222

Land Id	Lot	Plan	Volume	Folio	Tax Payable
28253807	1	871395	10910	910	\$0.00

Vendor: GREGOR DONALD M MCCANN
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MCCANN PASTORAL COMPANY PTY L1	2022	\$1,280,000	\$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

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:	\$1,280,000
SITE VALUE:	\$1,280,000
AMOUNT PAYABLE:	\$0.00



Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 56573647

Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
 - Land tax that has been assessed but is not yet due,
 - Land tax for the current tax year that has not yet been assessed, and
 - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

General information

6. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
7. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$5,215.00

Taxable Value = \$1,280,000

Calculated as \$2,975 plus (\$1,280,000 - \$1,000,000)
multiplied by 0.800 cents.

Property Clearance Certificate - Payment Options

BPAY 	Biller Code: 5249 Ref: 56573647
Telephone & Internet Banking - BPAY® Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. www.bpay.com.au	

CARD 	Ref: 56573647
Visa or Mastercard Pay via our website or phone 13 21 61. A card payment fee applies. sro.vic.gov.au/paylandtax	

CITY OF GREATER GEELONG

WADAWURRUNG COUNTRY P: 03 5272 5272
PO Box 104, Geelong VIC 3220 E: contactus@geelongcity.vic.gov.au
www.geelongaustralia.com.au



Urbis
Office 7, Unit 4
23-31 Gheringhap Street
GEELONG VIC 3220

27 April 2022

PI:
PP: PP-872-2017

Dear Roger,

Re: Planning Permit Application No.: PP-872-2017
Address: 142-160 Scotchmans Road, DRYSDALE
Proposal: Use and Development of a Dwelling

I acknowledge your request for an extension of time to the above permit pursuant to Section 69 of the Planning and Environment Act 1987.

I would like to advise you that the permit has been extended and a copy of the extended permit is attached.

The development must now commence by **30 April 2024** and be completed by **30 April 2026**.

The use must now commence by **30 April 2026**.

Please note that the approval of further extensions of time cannot be guaranteed.

We would appreciate you taking the time to answer a short survey on your experience of the planning process. This survey can be accessed via the following link
<https://yoursay.geelongaustralia.com.au/SP-5-2021/spaes>

Your feedback will help us continue to identify the growing needs of the community and ways we can improve the planning assessment experience.

Yours sincerely

A handwritten signature in black ink, appearing to read "AMELIA GREEN".

AMELIA GREEN
STATUTORY PLANNER

STATUTORY PLANNING
100 BROUGHAM STREET, GEELONG

Useful information

Please note, this planning permit gives permission for your use and/ or development pursuant to the *Planning and Environment Act 1987* and the Greater Geelong Planning Scheme. However it is likely that a number of other permits/ other approvals will also be required including:

Building Permits/ Consents

Whether you are planning to undertake a small change to your home, such as putting up a fence or extending your house, or have a large development project, or are proposing to change the use of your land, you may require a Building Permit. Building permits may be obtained from Council or a Private Building Surveyor. It is also possible that a Building Consent could be required for your development, these consents can only be issued by Council. Before you begin any construction works or change the use of a building, you must determine whether a Building Permit is required.

Building Over Easements

Council's Building Department is responsible for the issue of consents for construction over easements, please contact Council's Building Services Unit on 5272 4450 for further information. Consent may also be required to build over easements which affect other agencies (eg Powercor or Barwon Water).

Health Permits

If you are planning to operate a food/ drink or health business it is important that your business complies with all relevant regulations to ensure the public health of the municipality is protected. Please contact Council's Environmental Health Unit on 5272 4411 for further information about these permits and obligations.

Vehicle Crossing Permit

A permit is required from Council's Engineering Services Unit to construct or alter a vehicle crossing in the road reserve outside your title boundary. Please contact Council's Engineers on 5272 4426 for further information.

Road Opening Permit

A permit is required from Council's Engineering Services Unit for any works in the road reserve. Please contact Council's Engineers on 5272 4426 for further information.

Tree Removal and Planting Permit (for trees in the road reserve)

Council approval is required for tree removal or pruning and planting trees or plants in the road reserve. Please contact Council's Parks and Support Services Unit on 5272 4827 for further information.

Engineering

It is possible that you will require Council to nominate your Legal Point of Discharge if you are building or redeveloping your site. If you are required to submit drainage/ detailed engineering design plans it is possible that you will need to pay design checking and supervision fees. Please contact Council's Engineering Services Unit on 5272 4426 for further information.

Liquor Licence

A Planning Permit is often confused with a Liquor Licence. A Liquor Licence can only be issued by Liquor Licensing Victoria, however the process requires that Council's regulations are met first. Please contact Liquor Licensing Victoria on 1300 558 181 for further information.

Use of Public Land (eg footpaths)

Council approval is required to use public land (eg alfresco trading, signage etc), please contact Council's Local Laws Unit on 5272 5272 for more information.

Other

Other permits/ permissions may be required in addition to those listed above. It is the responsibility of those doing the work to ensure that all relevant permits and permissions have been obtained.

It is important that no building works or change of use commences prior to obtaining all the necessary permits and consents. Failure to comply may be an offence and could lead to financial penalty and litigation.

PLANNING PERMIT

Permit No. PP-872-2017
Planning Scheme Greater Geelong Planning Scheme
Responsible Authority Greater Geelong City Council

ADDRESS OF THE LAND 142-160 SCOTCHMANS ROAD, DRYSDALE

THE PERMIT ALLOWS USE AND DEVELOPMENT OF A DWELLING GENERALLY IN ACCORDANCE WITH THE ENDORSED PLANS

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Endorsed Plan

1. The use and development as shown on the endorsed plan(s) must not be altered without the written consent of the Responsible Authority.

Farm Management Plan

2. Prior to the commencement of any works, the farm management plan must be updated and submitted for approval to the Responsible Authority. The plan must delete any reference to old permits, corrects any acronyms (DNRE to DWELP etc) and accurately reflects the horse breeding operation to the satisfaction of the responsible authority.
3. The implementation of the farm management plan must begin no later than the occupation of the dwelling and the ongoing management and implementation must be done so to the satisfaction of the Responsible Authority.

Section 173 Agreement

4. Prior to the commencement of the development, the applicant must enter into an agreement under Section 173 of the Planning and Environment Act 1987 with the Responsible Authority. The agreement must be in a form to the satisfaction of the Responsible Authority, and the applicant must be responsible for the expense of the preparation and registration of the agreement, including the Responsible Authority's reasonable costs and expense (including legal expense) incidental to the preparation, registration and enforcement of the agreement. The agreement must contain covenants to be registered on the Title of the property so as to run with the land, and must provide for the following:
 - a) The use of the land must occur in accordance with the farm management plan endorsed as part of PP-872-2017 and to the satisfaction of the Responsible Authority.

Date Issued: 30 April 2018

Signature of the Responsible Authority:



CONDITIONS OF PLANNING PERMIT NUMBER PP-872-2017 CONTINUED

Landscaping

5. Prior to the commencement of development, three (3) copies of a landscape plan prepared by a suitable qualified or experience person, to the satisfaction of the Responsible Authority, must be submitted to an approved by the Responsible Authority. The plan(s) must be drawn to scale and show:
 - a) A planting schedule of all proposed trees, shrubs and ground covers including botanical names, common names, pot sizes, sizes at maturity, and quantities of each plant;
 - b) Canopy trees to help screen the development.
 - c) Use of predominately local indigenous species.
6. Within 6 months of the occupation of the dwelling, the landscaping works shown on the endorsed plans must be carried out and completed to the satisfaction of the Responsible Authority.

Materials

7. The exterior colour and cladding of the building(s) must be of a non-reflective nature to the satisfaction of the Responsible Authority.

Access

8. Access to the dwelling must be provided via an all-weather road with dimensions adequate to accommodate emergency vehicles to the satisfaction of the Responsible Authority.

Wastewater Treatment

9. The dwelling must be connected to a reticulated sewerage system or if not available, the waste water must be treated and retained on-site in accordance with the State Environment Protection Policy (Waters of Victoria) under the Environment Protection Act 1970.

Water Supply

10. The dwelling must be connected to a reticulated potable water supply or have an alternative potable water supply with adequate storage for domestic use as well as for fire fighting purposes to the satisfaction of the Responsible Authority.

Energy Source

11. The dwelling must be connected to a reticulated electricity supply or have an alternative energy source to the satisfaction of the Responsible Authority.

Date Issued: 30 April 2018

Signature of the
Responsible Authority:



CONDITIONS OF PLANNING PERMIT NUMBER PP-872-2017 CONTINUED**Expiry**

12. This permit as it relates to the development of buildings will expire if one of the following circumstances applies:

- a) The development of the building(s) hereby approved has not commenced within two (2) years of the date of this permit.
- b) If the use has not commenced within 4 years of the date of this permit.
- c) The development of the building(s) hereby approved is not completed within four (4) years of the date of this permit.

The Responsible Authority may extend the periods referred to if a request is made in writing before the permit expires; or

- a) Within six (6) months after the permit expires where the use or development has not yet started; or
- b) Within twelve (12) months after the permit expires, where the development allowed by the permit has lawfully commenced before the permit expiry.

Note:

1. An application to install a wastewater system must be submitted to Council's Health Department.

THIS PERMIT HAS BEEN EXTENDED AS FOLLOWS:

Date	Brief Description
11 May 2020	<p>Planning Permit PP-872-2017 was extended by the City of Greater Geelong. The development must now commence by 30 April 2022 and be completed by 30 April 2024.</p> <p>Planning Permit PP-872-2017 was extended by the City of Greater Geelong. The use must now commence by 30 April 2024.</p>
27 April 2022	<p>Planning Permit PP-872-2017 was extended by the City of Greater Geelong. The development must now commence by 30 April 2024 and be completed by 30 April 2026.</p> <p>Planning Permit PP-872-2017 was extended by the City of Greater Geelong. The use must now commence by 30 April 2026.</p>

Date Issued: 30 April 2018

Planning and Environment Amendment Regulations 2015

Signature of the Responsible Authority:



Form 4

IMPORTANT INFORMATION ABOUT THIS PERMIT

WHAT HAS BEEN DECIDED?

The responsible authority has issued a permit

Note: This is not a permit granted under Division 5 or 6 of Part 4 of the Planning and Environment Act 1987.

CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?

The responsible authority may amend this permit under Division 1A of Part 4 of the Planning and Environment Act 1987.

WHEN DOES A PERMIT BEGIN?

A permit operates:

- * from the date specified in the permit; or
- * if no date is specified, from—
 - i) the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal; or
 - ii) the date on which it was issued, in any other case.

WHEN DOES A PERMIT EXPIRE?

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

WHAT ABOUT REVIEWS?

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

This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach copyright legislation

Farm Management Plan

Gregor McCann
142-160 Scotchmans Road, Drysdale

Land by Design

Simon Marshall

September 2021

**GREATER GEELONG CITY COUNCIL
PLANNING ENVIRONMENT ACT 1987
GREATER GEELONG PLANNING SCHEME**

**Endorsed Plan
Planning Permit No: PP-872-2017
Condition No: 2 Farm Management Plan Pages 1 to 12
Sheet 1 of 12
Approved By Amelia Green
Approved Date 21/01/2022**

NOTE: THIS IS NOT A BUILDING APPROVAL

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Land by Design

simon@landbydesign.com

470 Warragul Leongatha Road

Seaview 3821

0423739207

Farm Management Plan

142-160 Scotchmans Road,
Drysdale, VIC.

Summary

This Farm Management Plan has been requested by the City of Greater Geelong to demonstrate the merit of the farming activity, and to show the need for an on site residence. The 16 hectare property is located at 142-160 Scotchmans Road and is on the peak of Mount Bellarine or Murradoc Hill. It has received above average rainfall in the last decade and the temperatures have been about average for the state.

The subject site is within the Farming Zone and has a Significant Landscape Overlay (SLO13) which refers specifically to keeping the landscape character of Murradoc Hill. The farm's size is less than the minimum allotment for a Planning Permit as of right, and the Council requires that there must be a demonstrated genuine need for an on site residence.

The proposed farming activity is based on breeding high value thoroughbred mares to high value sires, with foaling of the mares to occur at this Scotchmans Road property. The offspring are reared and trained elsewhere and then sold to the racing industry as registered thoroughbred yearlings.

The soil type is a clay loam, of volcanic origin, with a long history of productive farming. The principal prior use has been grazing and the production of fodder.

The site is gently undulating, and is in good condition. No erosion is evident, and the area is sown to productive pastures. The fertilizer history is unknown, but the prominence of introduced pasture species, and the yields of fodder cut from the property are signs of land that has been well managed. The eight strand fences are also in good condition.

Site Analysis

Climate

Rainfall

Drysdale receives an average (median) of 655 mm rainfall per year with a maximum rainfall of upto 880 to 990mm occurring every ten years or so. Over the last 10 years, rainfall has been consistent, trending higher than the average, but with occasional years as low as 520 mm, which is above the average low (5th percentile) of 458mm.

Temperature

The highest daytime temperatures are between 37 and 45 degrees in the summer, with summer average temperatures sitting at around 25 degrees. Mean maximum daily temperatures in the winter are around 15 degrees with overnight lows just reaching freezing, usually sitting at 2 degrees and sometimes being as low as -2.2 degrees celsius.

Soil

Structure

Soils are typically of volcanic origin, and are clay barns in the A horizon. Cation Exchange Capacity (CEC) in the range of 27-60 meq%. Typically CEC will increase with depth, and soil changes from clay loam to unweathered clay

The B horizon contains fractured basalt floaters, and ends on a fractured basalt underlay at varying depths between 1.5-3 metres.

Fertility

General fertility levels of these soils are high. High CEC and high levels of organic matter (>3%) permit high levels of nutrients to be stored and buffered. Soils are well drained, and surface sealing is not a problem. Providing the soils do not become sodic, and do not become waterlogged, then they are highly fertile, productive soils, capable of high pasture and cereal production.

pH

These soils are typically acidic: - In the range of pH (CaCl₂) of 5.4-6.4. At this level the site would respond to the application of lime, at 2.5 tonnes per hectare (but see below).

Salinity

The high clay content and Cation Exchange capacity can make these soils susceptible to salinity and sodicity impacts if managed poorly. However, no problems were evident, and the farm inspection showed no signs of salinity hotspots.

Total Dissolved Salts (ECe) in soil tests for the surrounding (similar) paddocks average less than 1.00 (range 0.63 to 1.6) and present no problems.

Waterlogging

No waterlogging is evident on surface inspection, nor is there any evidence of dispersive surface sealing. Soils appear to drain freely.

Soil testing

An initial soil test is recommended. Soil tests every second-third year or as otherwise required by DWELP.

Permeability

Aim for "good" permeability, by addition of gypsum, every four to five years. If lime is applied (as recommended above) then gypsum can be deferred, and can be applied, - subject to soil test in two to three years time.

Water Systems

There is a small existing dam in the north west corner at a low point near the road. There is also a large water tank along the road frontage which services a trough here. The tank is filled using reticulated water supplied by Barwon Water via Scotchmans Road Water Incorporated.

There is a slight depression leading to the dam which can get somewhat boggy in the wetter months but generally the topography allows for good water flows at and below the surface.

Existing vegetation

Pastures

Perennial pastures such as phalaris, perennial ryegrass and cocksfoot were dominant and cut for fodder for two years, and more recently it has been cropped with wheat and canola and will be undergoing regeneration back to pasture. with a lesser presence of Subterranean clover. The level of sub clover (and the protein content) of the pasture can be readily improved with further applications of phosphate fertilizer.

Weeds

Pastures are well maintained and weed free.

Native vegetation

No major stands of remnant vegetation exists on this property, with the exception of a few isolated trees on the western boundary. Similarly there is no roadside remnant vegetation within proximity of the site.

Shelterbelts

There is a small Cypress hedge planted along the western boundary, toward the top of the hill, in keeping with the requirements of SLO13 which aims to "protect cultural vegetation elements that positively contribute to the character of the landscape, including exotic wind breaks..."

Farm Management Techniques

Farming Activity

A thoroughbred horse breeding business will be developed on the site. This will entail thoroughbred mares being mated on site with high value imported sires, imported from other (Australian) studs. Eight mares will be held on the farm site and be managed from mating to foaling and weaning on the site. The total number of mares mated on site, however, may be more than eight. Yearling foals will subsequently be sent to trainers elsewhere for training and on to sale into the racing industry.

After foaling mares are mated within seven to ten days, after foaling (the foal heat). Unusually, at this time fertility is maximised in horses, where other animals such as cows, are relatively infertile immediately post-partum. Because of this, the period from late pregnancy, foaling and subsequent joining is a period of intense management and supervision.

Number of mares

It is proposed to hold six to eight mares on the farm at any one time, with eight or more mares to be on the farm on a year in year out basis, once the farm is fully developed.

Mares foal once per year in spring. Foals are reared until eight — ten months and then turned out to trainers elsewhere for track training and development. They are subsequently sold at tare and then (under new ownership) prepared for racing as two year old maidens, or are occasionally retained until three years old.

Breeding requirements specific to horses

The issues presented below relate to the husbandry practices and supervision of foaling brood mares on the farm, and are of relevance to the current application for a Permit to establish a dwelling on the property.

To achieve this level of management requires "loose boxes" and shelter shedding for the mares and a "twenty four seven" observation that can only be achieved with residential accommodation on the farm. It also requires shedding, yards and handling facilities for veterinarians to work in.

Problems with mares in labour

Equine delivery is significantly different to that of other farm animals (and humans) in that the time between the rupture of membranes and the delivery of the foal is extremely short. The importance of resolving a dystocia rapidly cannot be overemphasized for the health of both the foal and the mare.

Dystocia is the name given to foaling difficulties experienced in mares. It is relatively common and is potentially dangerous to both the mare and the foal, and is often fatal to one or both. Dystocia usually occurs when the foal is not presented appropriately for an easy passage along the birth canal. Other causes also arise.

Dystocia is difficult to manage, because of the speed and vigour of labour. When a vet is called to attend a dystocic mare, there is usually little time to deal with the problem.

It is important that the time of onset of labour is noted, so it is helpful if the owner is able to note the time of labour onset, as well as the time the membranes rupture. If a caesarean section is required, then this will have to be done on site.

Perinatal asphyxia in foals

Perinatal asphyxia is the depletion of foetal oxygen supply at the time of birth. It is commonly fatal. In comparison with the birthing of other species, foals also suffer from the hazards of difficult labour and delayed delivery.

Causes of perinatal asphyxia include placental abnormalities dystocia or delayed delivery twinning or maternal illness. The key problem to all these causes is that the placenta is delivered with great rapidity, and frequently detaches (and can be delivered before) the foal is delivered. This causes asphyxia at the time of birth.

Managers can prevent perinatal asphyxia by monitoring mares for signs of impending parturition and being in attendance for all foalings. If dystocia is encountered, it should be dealt with quickly and veterinary assistance sought.

Managing mares in foal

This is of relevance to the management and to the viability of the business. If a problem with labour arises, it is critical that this be detected immediately, so that it can be addressed and resolved. Delays in detection of difficulties usually result in high morbidity amongst both foals and mares. In short, mares in advanced pregnancy must be observed

closely and continuously prior to the onset of foaling. Labour, from the rupture of membranes onwards, needs to be observed and timed, so that abnormal or prolonged or extended labour can be detected before it is too late. To put this in perspective, the value of a good thoroughbred mare may be \$100,000- \$350,000. A cow, however, might be \$750-\$1000.

Foals

Only six or eight foals are born each year and so the loss of a foal, and the subsequent loss of a trained yearling would critically affect the viability of the business. The value of a foal sold as a yearling might be anywhere from \$20,000 to \$150,000 and higher, depending on the bloodline and race success of the mare and the sire. The loss of one foal through the lack of supervision at birth (or any other time) has a significant impact on the enterprise viability and profitability.

Fodder conservation

It is anticipated that there will be opportunities to conserve fodder over the year. The nutritional demand for a mare and foal are in the order of 15-20 Dry sheep equivalents (DSEs). Six to eight mares is equivalent to 90-120 over the year. The property, if effectively managed, can produce sufficient pasture to support 20 DSE/ha - totalling some 300- 350 DSE's over the year.

At times, the mares will receive grain and vitamin feed supplements to meet the nutritional demands of pregnancy. Thus the property is capable of supporting six to eight mares and foals, with a surplus of 200 DSE for fodder conservation or cattle grazing.

Farm layout

The farm is to be laid out into:

- six paddocks
- two smaller holding paddocks,
- a stable and yard complex,
- shelterbelts, and
- an on site dwelling.

The farm layout is depicted in Appendix 1. The housing envelope will be located to be equidistant to each of the eastern and western boundaries.

Access

A driveway will be run through the middle of the property from the road, up to the top of the hill where the proposed dwelling, machinery shed, and stables are to be sited.

Soil

pH

Aim for pH (CaCl₂) of 6.2-7.0 to optimize pasture production. An application of lime at a rate of 2.5 tonnes per hectare will achieve this.

Infrastructure

To support the thoroughbred breeding operation a considerable number of property improvements are required. These are listed as follows:

- A set of stables comprising 6 boxes, feed and tack room. Overall dimensions are anticipated to be 15 m x 9 m;
- Stock handling yards;
- Fencing and additional water points.
- A 20 m x 9 m machinery shed fully enclosed and comprising a concrete floor, workshop and machinery storage area;
- A 15 m x 9 m hay shed for the storage of large round bales;
- shade sheds (in paddock) for rudimentary shelter from the elements.
- A pasture renovation program based on a 6-8 year cycle. The pasture composition is satisfactory at this stage but productivity will be responsive to higher fertiliser inputs and a change in species composition to those of a more perennial nature. Direct drilling is the preferred technique;
- Establishing a single row of indigenous trees to the southern half of the property.

A permanent residence is an immediate requirement to ensure that this program can be implemented and the livestock operation adequately managed.

Shelterbelts

Native trees will be grown on the corners of each paddock and along some fence lines. In time this will provide shade and protection from wind and sun, for horses in each paddock (see Appendix 1). Trees and shrubs for this purpose will be drawn from the Ecological Vegetation Class (EVC) 175: Grassy woodland, which has an endangered status. See appendix 2.

Improvement Program

Table 1 below which indicates the likely capital investment required for the improvements listed spread over a 5 year time frame. The property lacks specialised facilities for thoroughbred breeding and they need to be erected as soon as possible. There is less urgency for the biological processes of pasture renovation and plantation establishment.

Item	Total \$	Year 1	2	3	4	5
6 box stable	60,000	60,000				
Machinery shed	20,000	20,000				
Hayshed	10,000		10,000			
Handling yards	15,000	15,000				
Subdivision fencing	18,000	9,000	9,000			
Water supply	3,600	2,000	1,600			
Pasture renovation	7200			2,400	2,400	2,400
Shelterbelt establishment	10,000		6,000	2,000	2,000	
Totals \$	143,800	106,000	266,000	4,400	4,400	2,400

Ongoing Monitoring

Environmental Best Management Program

The effectiveness of this plan can be monitored in an auditable way by signing up to the Environmental Best Practices Program (EBMP)

EBMP is a ground up approach to the environmental management of rural properties and is available for large and small property holders. It encourages all landholders to adopt Best Management Practices to achieve more sustainable farms.

EBMP starts with setting goals that will gradually improve both your business and the environment. EBMP is now online with workbooks and includes the latest Fire and Greenhouse Gases chapters as well as traditional Whole Farm Planning.

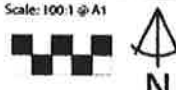
Instructions can be found at this website: [Environmental Farm Plan - Victoria - Australia](#)

Appendix 1: Concept Farm Plan



142-160 Scotchmans Road
Drysdale, VIC

Scale: 100:1 @ A1



A scale bar consisting of a series of black and white squares, and a north arrow pointing upwards with the letter 'N' below it.

Appendix 2: Ecological Vegetation Class (EVC) 175

Victorian Volcanic Plain bioregion

EVC 175: Grassy Woodland

Description:

A variable open eucalypt woodland to 15 m tall or occasionally Sheoak/Acacia woodland to 10 m tall over a diverse ground layer of grasses and herbs. The shrub component is usually sparse. It occurs on sites with moderate fertility on gentle slopes or undulating hills on a range of geologies.

* eucalypt woodland only components (ignore when assessing non-eucalypt areas)

Large trees:

Species	DBH(cm)	#/ha
<i>Eucalyptus</i> spp.	70 cm	15 / ha
<i>Allocasuarina</i> spp.	40 cm	
<i>Acacia</i> spp.	30 cm	

Tree Canopy Cover:

%cover	Character Species	Common Name
15%	<i>Eucalyptus ovata</i>	Swamp Gum
	<i>Eucalyptus radiata</i> s.l.	Narrow-leaf Peppermint
	<i>Eucalyptus viridula</i>	Manna Gum
	<i>Allocasuarina verticillata</i>	Drooping Sheoak
	<i>Acacia implexa</i>	Lightwood
	<i>Acacia mearnsii</i>	Black Wattle

Understorey:

Life form	#Spp	%Cover	LF code
Immature Canopy Tree		5%	IT
Understorey Tree or Large Shrub ⁺	2	10%	T
Medium Shrub	2	10%	MS
Small Shrub	2	1%	SS
Prostrate Shrub	2	5%	PS
Large Herb	2	5%	LH
Medium Herb	8	20%	MH
Small or Prostrate Herb	3	5%	SH
Large Tufted Graminoid	1	1%	LTG
Medium to Small Tufted Graminoid	8	45%	MTG
Medium to Tiny Non-tufted Graminoid	1	5%	MHG
Scrambler or Climber	1	1%	SC
Bryophytes/Lichens	na	10%	BL

LF Code	Species typical of at least part of EVC range	Common Name
MS	<i>Bursaria spinosa</i>	Sweet Bursaria
MS	<i>Cassinia arcuata</i>	Drooping Cassinia
MS	<i>Acacia pycnantha</i>	Golden Wattle
MS	<i>Hymenanthera dentata</i> s.l.	Tree Violet
SS	<i>Pimelea humilis</i>	Common Rice-flower
PS	<i>Atriplex semibaccata</i>	Berry Saltbush
MH	<i>Acacia echinata</i>	Sheep's Burr
MH	<i>Eriodia nutans</i> ssp. <i>nutans</i>	Nodding Saltbush
MH	<i>Gonocarpus tetragynus</i>	Common Raspwort
SH	<i>Crassula sieberiana</i>	Siber Crassula
SH	<i>Dichondra repens</i>	Kidney-weed
MTG	<i>Lomandra filiformis</i>	Wattle Mat-rush
MTG	<i>Austrostipa scabra</i>	Rough Spear-grass
MTG	<i>Austrodanthonia caespitosa</i>	Common Wallaby-grass
MTG	<i>Dianella revoluta</i> s.l.	Black-anther Flax-lily
MHG	<i>Microlaena stipoides</i> var. <i>stipoides</i>	Weeping Grass
SC	<i>Clematis microphylla</i>	Small-leaved Clematis

Gregor McCann

From: Roger Wettenhall <rwettenhall@urbis.com.au>
Sent: Friday, 21 January 2022 1:14 PM
To: Gregor McCann
Subject: RE: RE: 142-160 Scotchmans Road - Landscape Plan - Gregor to review
Attachments: Landscape Plan - 142 Scotchmans Road 2.12.2021.pdf

Hi Gregor,

Thanks for your time on the phone earlier.

Attached is the landscape plan that Council have assessed for your property. Page 3 shows planting for the whole property which is consistent with the plan at appendix 1 of Simon's Farm Management Plan.

As I mentioned, Council are seeking additional canopy trees to be planted around the garden (page 1) to provide greater screening of the house as viewed from all surrounding points.

Council advised me that they wouldn't have been able to approve the permit for the house without including condition 5 b) 'Canopy trees to help screen the development' on your permit, as there is a Significant Landscape Overlay affecting your land which among other things, in simple terms it seeks houses to be subservient in the landscape.

My understanding from speaking with Council, is that they are after additional indigenous trees to north, south and western edges of the garden boundary, that would grow to at least 8m tall given the house is this height. There are 6x Manna Gum trees clustered around the eastern driveway entrance but this isn't enough for Council.

I understand they'd accept Black Wattle / River Red Gums that are expected to grow to at least 8 metres and are indigenous to the area.

Happy to discuss the landscape plan once you've had time to review this. We will need to update the attached plan and submit it to Council for review.

The good news is that Council have verbally accepted the water tank at the property entrance, and have advised the Farm Management Plan is okay to be endorsed.

Thanks,

ROGER WETTENHALL
SENIOR CONSULTANT

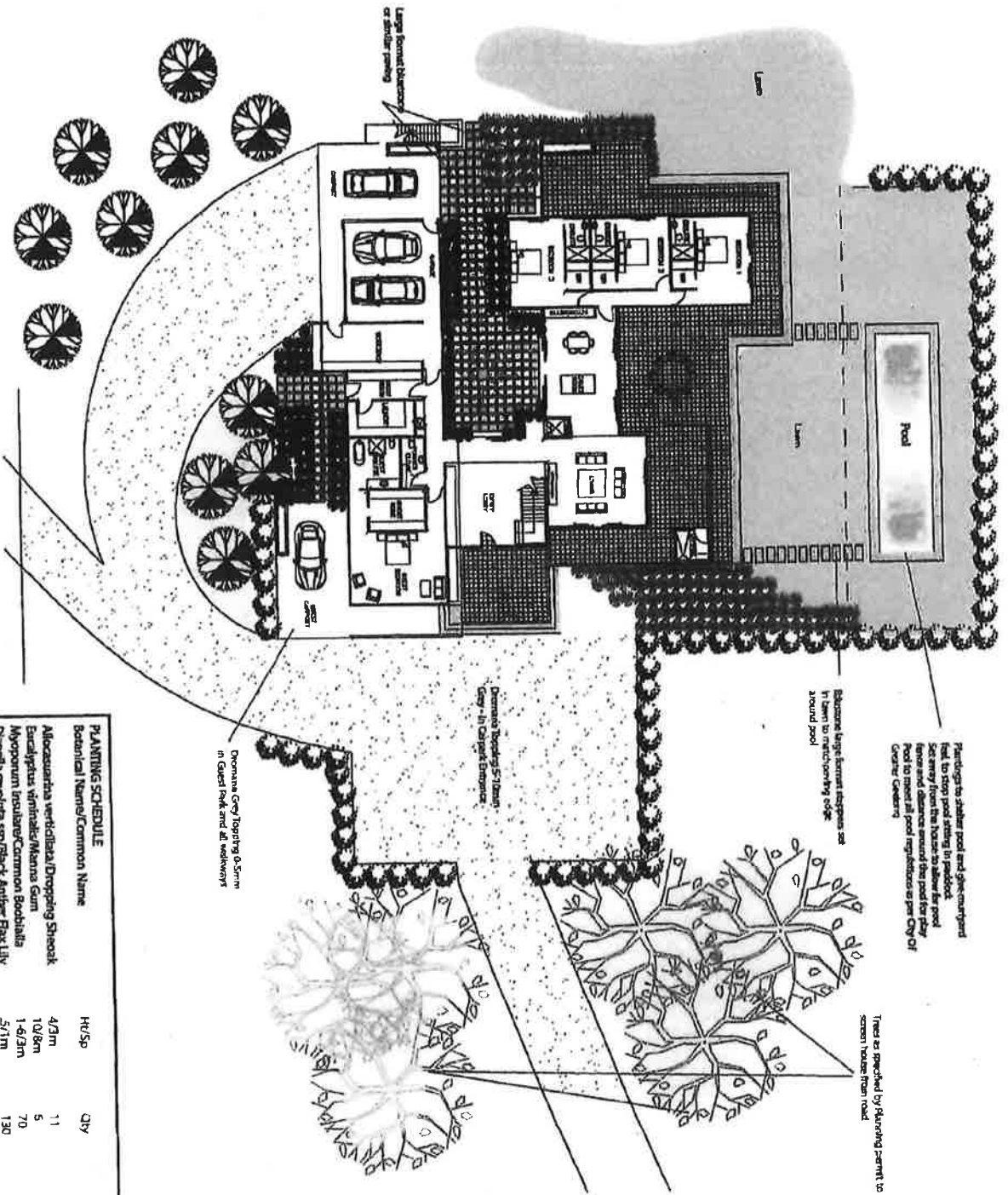
D +61 3 8663 4993
E rwettenhall@urbis.com.au

**SHAPING
CITIES AND
COMMUNITIES**



OFFICE 7, UNIT 4, 23-31 GHERINGHAP STREET
GEELONG, VIC 3220, AUSTRALIA

OLDERFLEET, LEVEL 10, 477 COLLINS STREET
MELBOURNE, VIC 3000, AUSTRALIA
T +61 3 8663 4888



Plantings to soften pool and open courtyard
 lead to crop pool. Sitings to soften pool
 and entry from the house around the pool for play
 area to meet all pool regulations as per City of
 Casey Council

Trees as specified by Planning permit to
 screen house from road

PLANTING SCHEDULE

Botanical Name/Common Name	Ht/Sp	Qty	Size
<i>Allocasuarina verticillata</i> Drooping Sheoak	4/3m	11	1200mm
<i>Eucalyptus viminalis</i> Mannas Gum	10/8m	5	2000mm
<i>Myoporum laetifolium</i> Common Boobialla	1-6/3m	70	1200mm
<i>Dianella revoluta</i> ssp/Black Anther Flax Lily	5/1m	130	tube
<i>Lorandea longifolia</i> ssp/Thalia	5/1m	116	1200mm
<i>Magnolia grandiflora</i> - Emerald	5-6/2m	1	2500mm
<i>Myoporum parvifolium</i> ssp/Creeching Boobialla		15	tube

NOTES:

1. Contractor to verify location of all underground services and any depth.
2. Contractor to verify location of all underground services and any depth.
3. Contractor to verify location of all underground services and any depth.
4. Contractor to verify location of all underground services and any depth.
5. Contractor to verify location of all underground services and any depth.
6. Contractor to verify location of all underground services and any depth.
7. Contractor to verify location of all underground services and any depth.
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10. Contractor to verify location of all underground services and any depth.

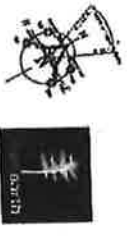
LEGEND

- Manna Gum
- Drooping Sheoak
- Common Boobialla
- Black Anther Flax Lily
- Magnolia Grandiflora ssp
- Lorandea Longifolia ssp.
- Creeching Boobialla

design

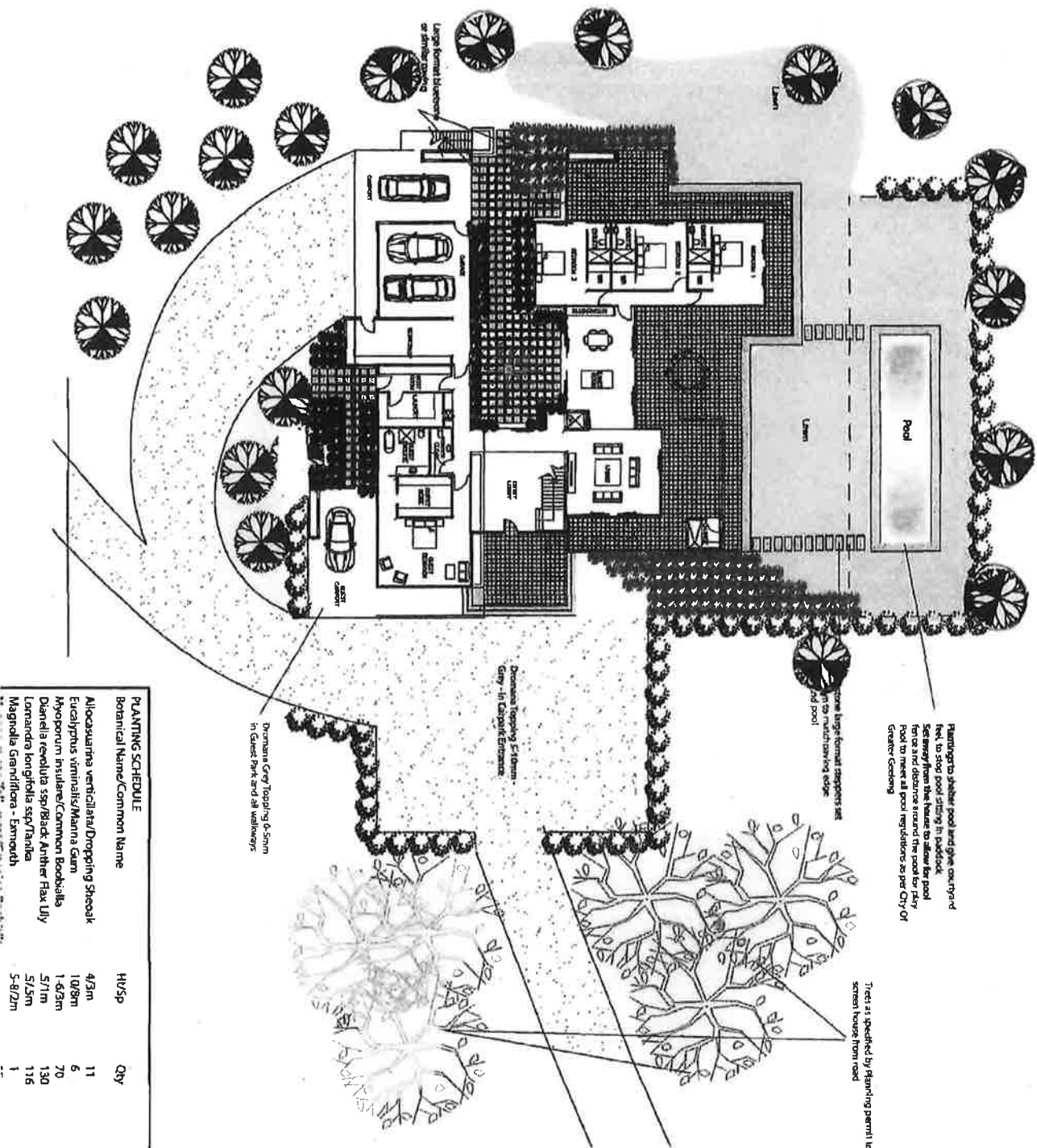
PROJECT
 142-149 Sandstone Road, Drysdale

Drawing Title
 Concept Plan



Drawn by: *Architectural & Landscape Design*
 11, Clarence Ave
 Unit 10
 C. 391/39271 E. Casey@architectural.com.au

DATE: 20/06/20
SCALE: 1:100
PROJECT NO: 141
CLIENT: 3041
REGION: 039461



- NOTES:
- 1. Contractor verify the location of all underground services before commencing any work.
 - 2. Contractor to verify the location of all underground services before commencing any work.
 - 3. Contractor to verify the location of all underground services before commencing any work.
 - 4. Contractor to verify the location of all underground services before commencing any work.
 - 5. All plants to be planted in accordance with the planting schedule.
 - 6. All plants to be planted in accordance with the planting schedule.
 - 7. All plants to be planted in accordance with the planting schedule.
 - 8. All plants to be planted in accordance with the planting schedule.
 - 9. All plants to be planted in accordance with the planting schedule.
 - 10. All plants to be planted in accordance with the planting schedule.

LEGEND

- Manna Gum
- Drooping Sheoak
- Common Boobialla
- Black Anther Flax Lily
- Magnolia Grandiflora ssp
- Lomandra longifolia ssp.
- Creeping Boobialla.

PLANTING SCHEDULE

Botanical Name/Common Name	H/SP	Qty	Size
<i>Allocasuarina verticillata</i> /Drooping Sheoak	4/3m	11	120mm
<i>Eucalyptus viminalis</i> /Manna Gum	10/8m	6	200mm
<i>Myoporum insulare</i> /Common Boobialla	1-6/2m	70	120mm
<i>Dandelia revoluta</i> ssp/Black Anther Flax Lily	5/7m	130	100mm
<i>Lomandra longifolia</i> ssp/Tanika	5/1.5m	116	120mm
<i>Magnolia Grandiflora</i> - Farnouth	5-8/2m	1	250mm

PROJECT
142-166 Southcross Road, Drysdale

Drawing Title
Concept Plan

DESIGNED BY
L. C. ANDERSON

CHECKED BY
L. C. ANDERSON

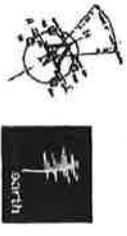
SCALE
AS SHOWN

DATE
11/06/2021

PROJECT NO.
142-166

SHEET NO.
1 OF 1

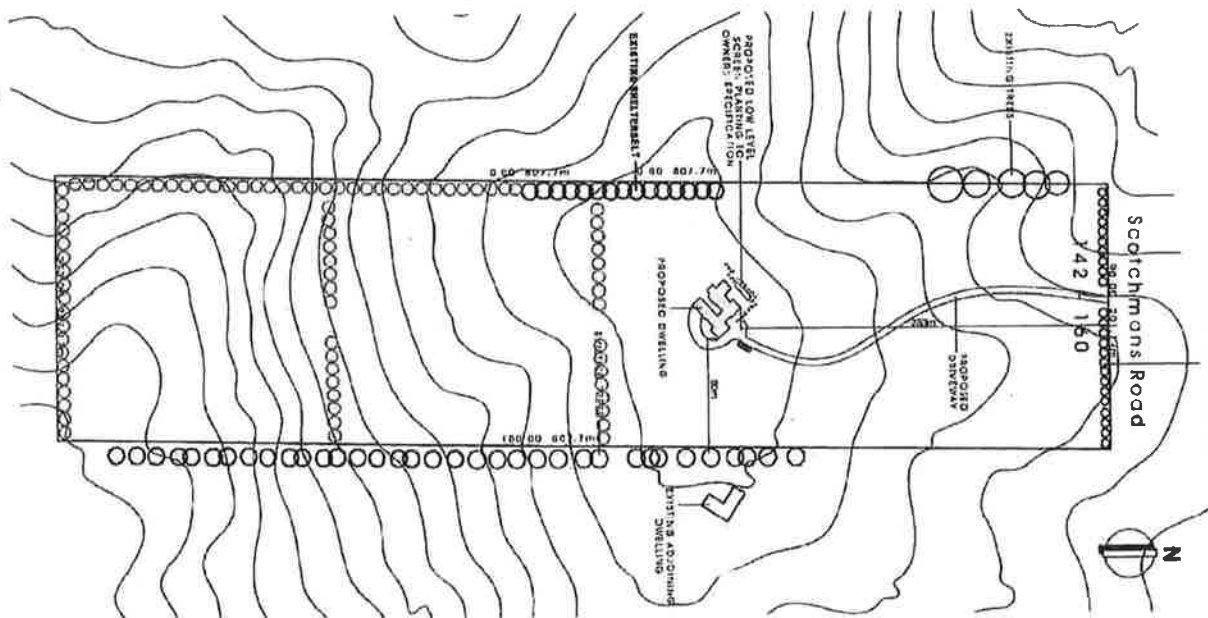
REVISION



design



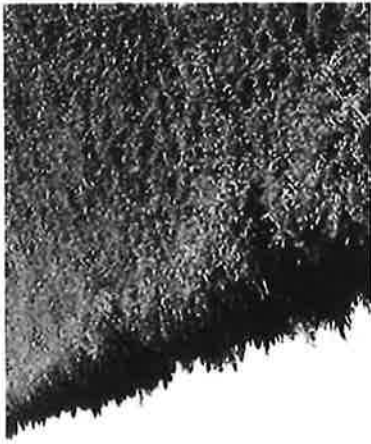
PROPOSED SCREEN PLANTING WITH
INDIGENOUS / NATIVE SPECIES NOT
EXCEEDING 2.8 TO 3 METRES IN HEIGHT



PROVIDED

 NOTE: SCREEN PLANTING
 TO SCOTCHMAN ROAD AND
 PROPOSED DRIVEWAY TO
 EXISTING DWELLING TO
 BE INSTALLED IN ACCORDANCE
 WITH THE APPROVALS AND
 CONDITIONS OF THE APPROVALS
 GRANTED BY THE LOCAL
 AUTHORITY.

01 SITE PLAN



Creeping Boobiala



Manna Gum



Magnolia Emouath



Drooping Sheoak



Boobiala - Common

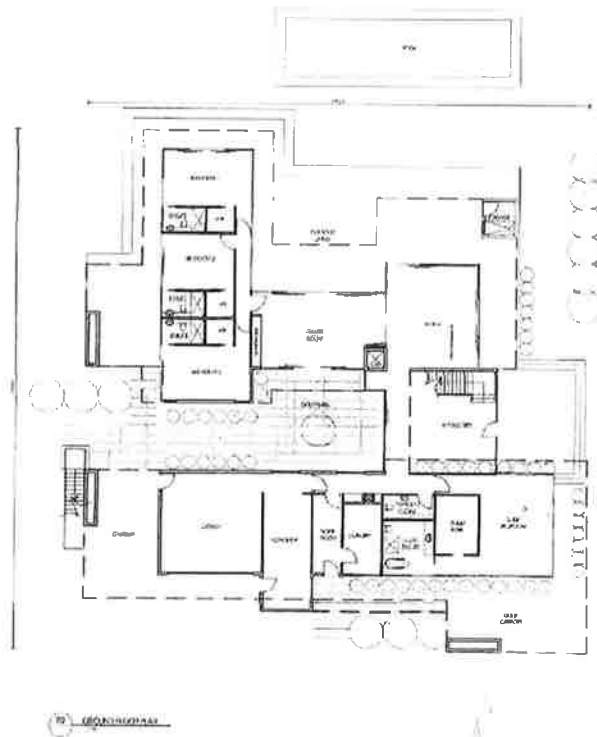
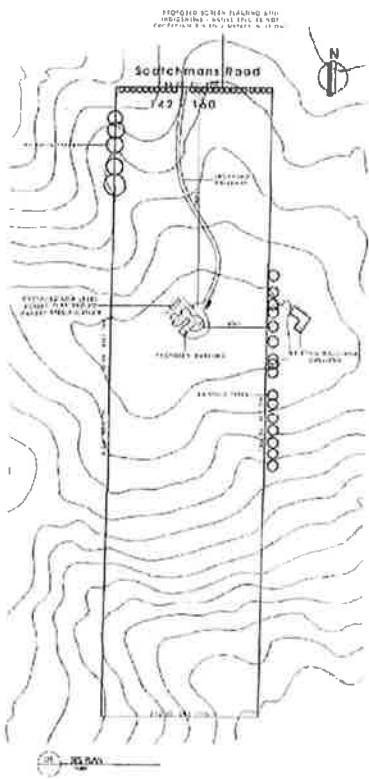


Black Antler Flux Lily



Lomandra Taelia

142-160 Scotchmans Road



NOTES

1. The plan is based on the data provided by the client and is not to be used for any other purpose without the consent of the architect.

2. The architect is not responsible for the accuracy of the data provided by the client.

3. The architect is not responsible for the accuracy of the data provided by the client.

4. The architect is not responsible for the accuracy of the data provided by the client.

NO.	DESCRIPTION	DATE
1
2
3
4
5



NO.	DESCRIPTION	DATE
1
2
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5

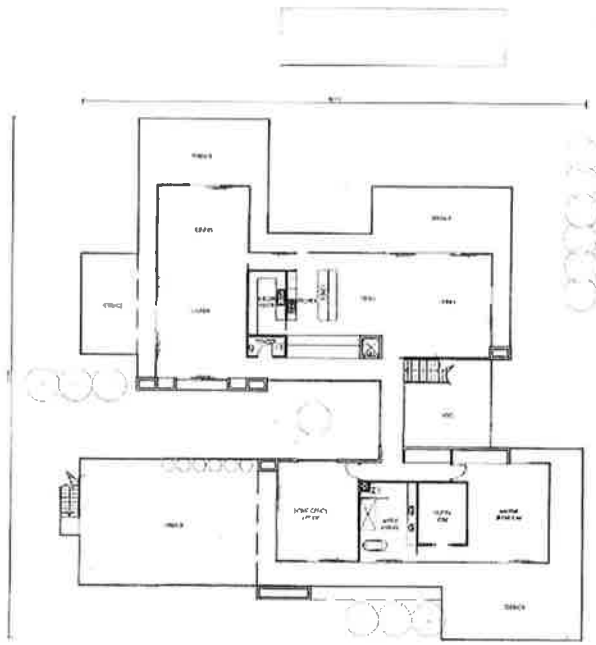
1:100
 1:100
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1:100
 1:100
 1:100



NOTES

1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. FINISHES TO BE DETERMINED BY THE OWNER.
3. ALL MATERIALS TO BE APPROVED BY THE ARCHITECT.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES.
7. THE CONTRACTOR SHALL MAINTAIN A NEAT AND ORDERLY WORK SITE AT ALL TIMES.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL NEIGHBORHOODS.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ENVIRONMENTAL FEATURES.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL HISTORICAL FEATURES.



01 - WALLS/DOORS

02 - FLOORING



DATE: _____
 DRAWN BY: _____
 CHECKED BY: _____
 APPROVED BY: _____

Legend

1. 1/2" = 1'-0" (1/4" = 1'-0")

2. ALL DIMENSIONS ARE IN FEET AND INCHES.

3. FINISHES TO BE DETERMINED BY THE OWNER.

4. ALL MATERIALS TO BE APPROVED BY THE ARCHITECT.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.

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7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES.

8. THE CONTRACTOR SHALL MAINTAIN A NEAT AND ORDERLY WORK SITE AT ALL TIMES.

9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL NEIGHBORHOODS.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ENVIRONMENTAL FEATURES.

11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL HISTORICAL FEATURES.

NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL BUILDING CODE OF THE PHILIPPINES AND ALL APPLICABLE LOCAL ORDINANCES.

2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE OF THE PHILIPPINES AND ALL APPLICABLE LOCAL ORDINANCES.

3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL MECHANICAL CODE OF THE PHILIPPINES AND ALL APPLICABLE LOCAL ORDINANCES.

4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL PLUMBING AND SANITATION CODE OF THE PHILIPPINES AND ALL APPLICABLE LOCAL ORDINANCES.

5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL FIRE PROTECTION CODE OF THE PHILIPPINES AND ALL APPLICABLE LOCAL ORDINANCES.

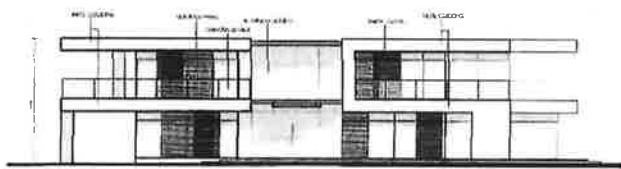
6. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL SAFETY CODE OF THE PHILIPPINES AND ALL APPLICABLE LOCAL ORDINANCES.

7. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ENVIRONMENTAL CODE OF THE PHILIPPINES AND ALL APPLICABLE LOCAL ORDINANCES.

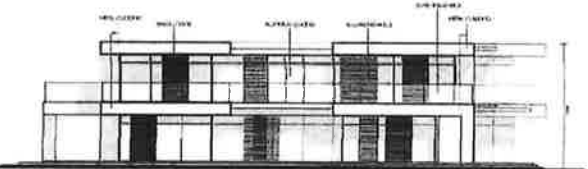
8. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL OCCUPATIONAL SAFETY AND HEALTH CODE OF THE PHILIPPINES AND ALL APPLICABLE LOCAL ORDINANCES.

9. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL LABOR CODE OF THE PHILIPPINES AND ALL APPLICABLE LOCAL ORDINANCES.

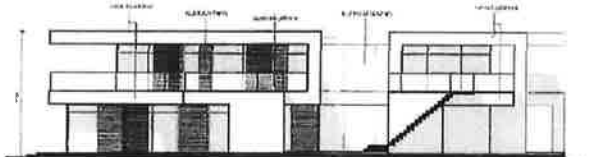
10. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL TAX CODE OF THE PHILIPPINES AND ALL APPLICABLE LOCAL ORDINANCES.



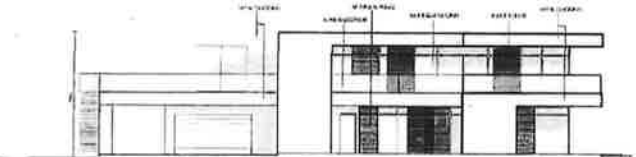
01. SECTION 01



02. SECTION 02



03. SECTION 03



04. SECTION 04

REVISIONS	
NO.	DESCRIPTION
1	ISSUED FOR PERMITTING
2	ISSUED FOR CONSTRUCTION
3	ISSUED FOR OCCUPANCY
4	ISSUED FOR AS-BUILT
5	ISSUED FOR FINAL REVIEW
6	ISSUED FOR ARCHIVE

PROJECT INFORMATION	
NO.	DESCRIPTION
1	PROJECT NO.
2	PROJECT NAME
3	PROJECT ADDRESS
4	PROJECT DATE
5	PROJECT STATUS
6	PROJECT TYPE
7	PROJECT LOCATION
8	PROJECT CLIENT
9	PROJECT ARCHITECT
10	PROJECT ENGINEER
11	PROJECT SURVEYOR
12	PROJECT CONSULTANT
13	PROJECT CONTRACTOR
14	PROJECT SUBCONTRACTOR
15	PROJECT SPECIALIST
16	PROJECT MATERIALS
17	PROJECT EQUIPMENT
18	PROJECT SERVICES
19	PROJECT COST
20	PROJECT BUDGET
21	PROJECT SCHEDULE
22	PROJECT RISK
23	PROJECT COMPLIANCE
24	PROJECT LEGAL
25	PROJECT FINANCIAL
26	PROJECT OPERATIONAL
27	PROJECT MAINTENANCE
28	PROJECT REPAIR
29	PROJECT REPLACEMENT
30	PROJECT DEMOLITION

NOTES

1. ALL MATERIALS TO BE SUPPLIED BY CONTRACTOR.

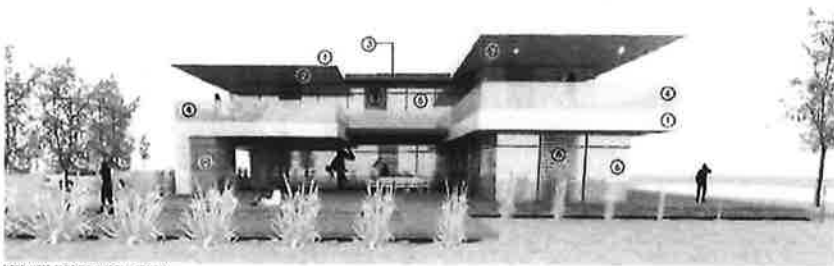
2. ALL MATERIALS TO BE INSTALLED BY CONTRACTOR.

3. ALL MATERIALS TO BE MAINTAINED BY CONTRACTOR.

4. ALL MATERIALS TO BE REPAIRED BY CONTRACTOR.

5. ALL MATERIALS TO BE REPLACED BY CONTRACTOR.

6. ALL MATERIALS TO BE DEMOLISHED BY CONTRACTOR.



NORTH WEST FACIAD ELEVATION - 3D VIEW



4. QUARD BALUSTRADE - FINLESS

MATERIALS

- 1. ALUMINIUM PANEL - LIGHT GREY
- 2. ALUMINIUM PANEL - DARK WOOD
- 3. ALUMINIUM PANEL - CHRONICAL / DARK GREY
- 4. FINLESS CLASSED BALUSTRADE
- 5. ALUMINIUM SOLID / LOUVER SYSTEM
- 6. ALUMINIUM WINDOWS & DOORS - LONA F. GLAZING



1. ALUMINIUM PANEL - LIGHT GREY



2. ALUMINIUM PANEL - DARK WOOD



3. ALUMINIUM PANEL - CHRONICAL / DARK GREY



NO.	DESCRIPTION	QUANTITY	UNIT
1	ALUMINIUM PANEL - LIGHT GREY	100	SQ. M.
2	ALUMINIUM PANEL - DARK WOOD	100	SQ. M.
3	ALUMINIUM PANEL - CHRONICAL / DARK GREY	100	SQ. M.
4	FINLESS CLASSED BALUSTRADE	100	M.
5	ALUMINIUM SOLID / LOUVER SYSTEM	100	SQ. M.
6	ALUMINIUM WINDOWS & DOORS - LONA F. GLAZING	100	SQ. M.

DATE: 10/10/2024
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

SCALE: 1:100
 SHEET NO: 01/24
 PROJECT NO: 2024-01

PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 01 July 2022 03:41 PM

PROPERTY DETAILS

Address: **142-160 SCOTCHMANS ROAD DRYSDALE 3222**
 Lot and Plan Number: **Lot 1 TP871395**
 Standard Parcel Identifier (SPI): **1\TP871395**
 Local Government Area (Council): **GREATER GEELONG**
 Council Property Number: **259597**
 Planning Scheme: **Greater Geelong**
 Directory Reference: **Melway 457 J4**

www.geelongaustralia.com.au

[Planning Scheme - Greater Geelong](#)

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**

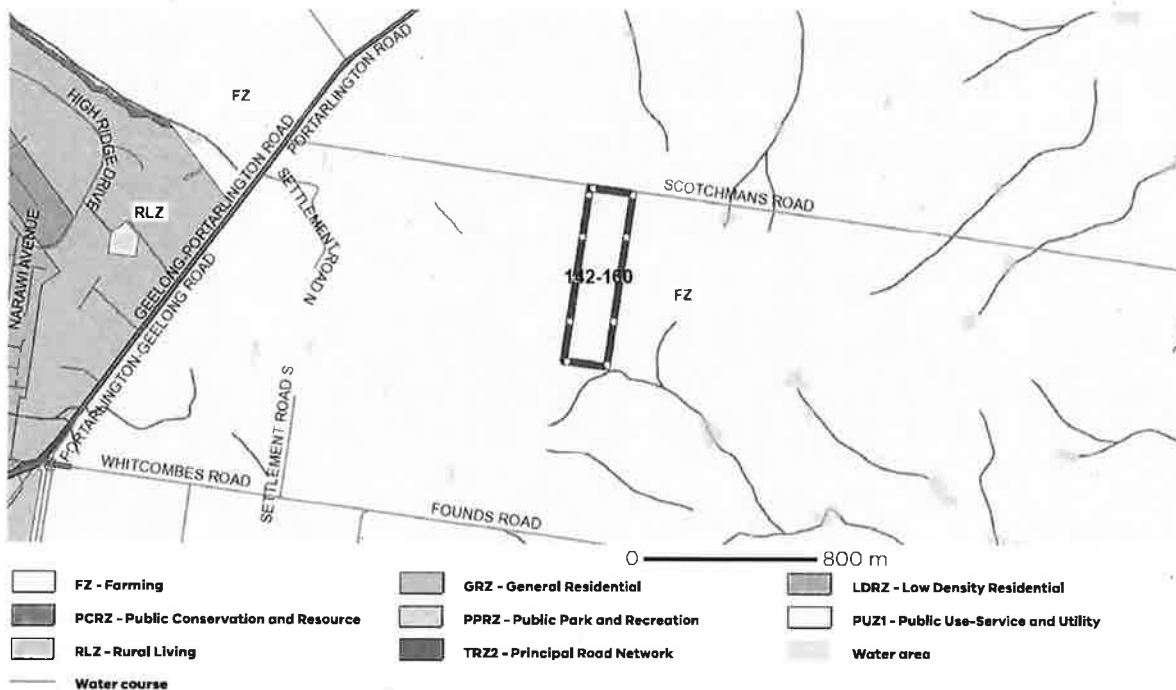
OTHER

Registered Aboriginal Party: **Wadawurrung Traditional Owners
Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

FARMING ZONE (FZ)
 SCHEDULE TO THE FARMING ZONE (FZ)



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

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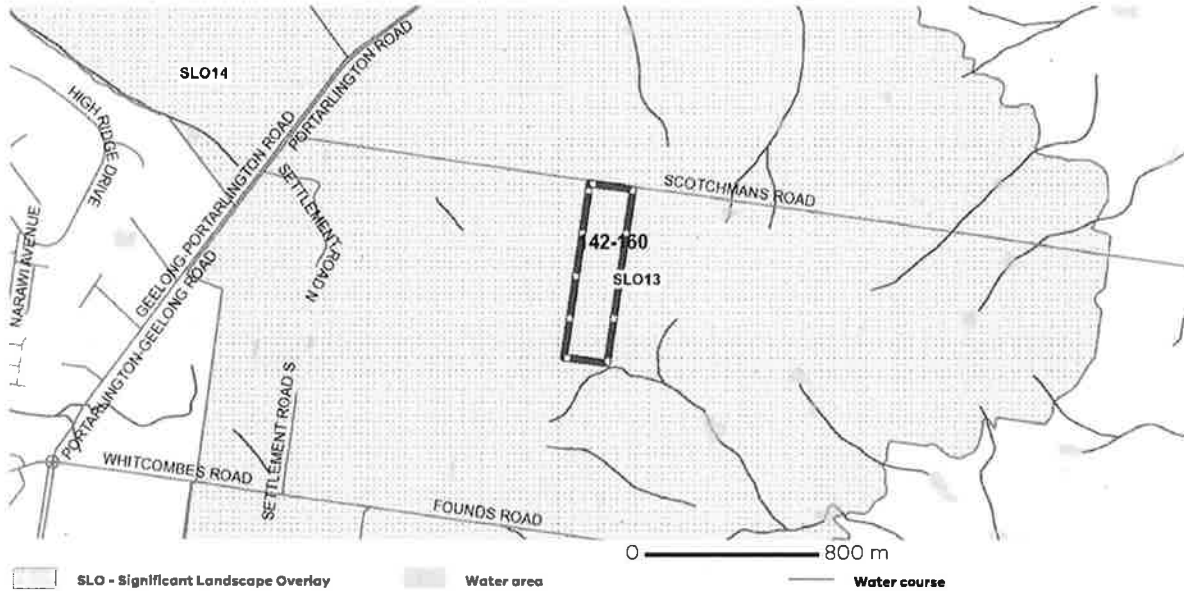
Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32C (b) of the Sale of Land Act 1962 (Vic).

PLANNING PROPERTY REPORT

Planning Overlays

SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 13 (SLO13)



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

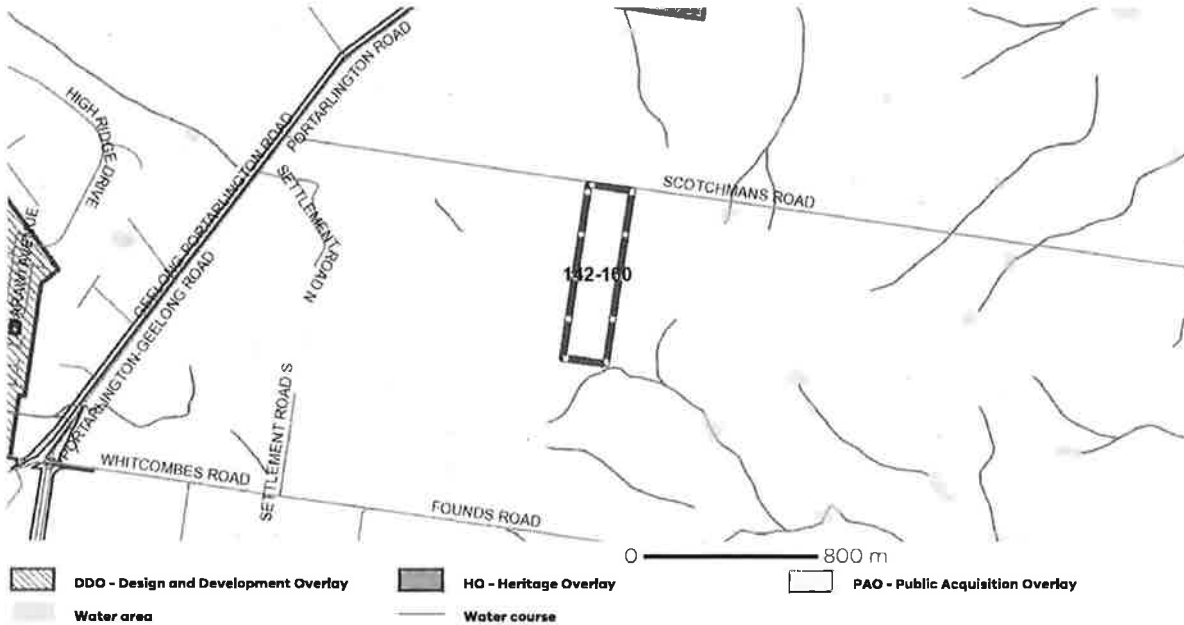
OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

DESIGN AND DEVELOPMENT OVERLAY (DDO)

HERITAGE OVERLAY (HO)

PUBLIC ACQUISITION OVERLAY (PAO)



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

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PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

Further Planning Information

Planning scheme data last updated on 29 June 2022.

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

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

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PLANNING PROPERTY REPORT: 142-160 SCOTCHMANS ROAD DRYSDALE 3222

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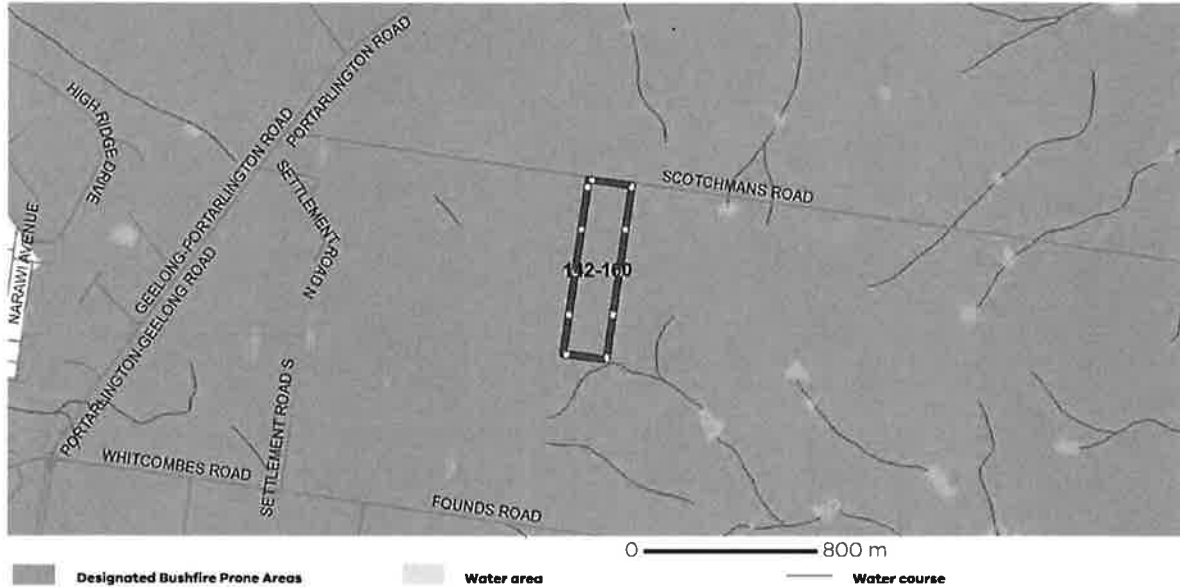
PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

Designated Bushfire Prone Areas

**This property 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 <https://mapshare.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 <https://www.vba.vic.gov.au/>

Copies of the Building Act and Building Regulations are available from <http://www.lbs.state.vic.gov.au/>

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

Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#).

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](#)

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PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 01 July 2022 03:40 PM

PROPERTY DETAILS

Address: **142-160 SCOTCHMANS ROAD DRYSDALE 3222**
Lot and Plan Number: **Lot 1 TP871395**
Standard Parcel Identifier (SPI): **1\TP871395**
Local Government Area (Council): **GREATER GEELONG**
Council Property Number: **259597**
Directory Reference: **Melway 457 J4**

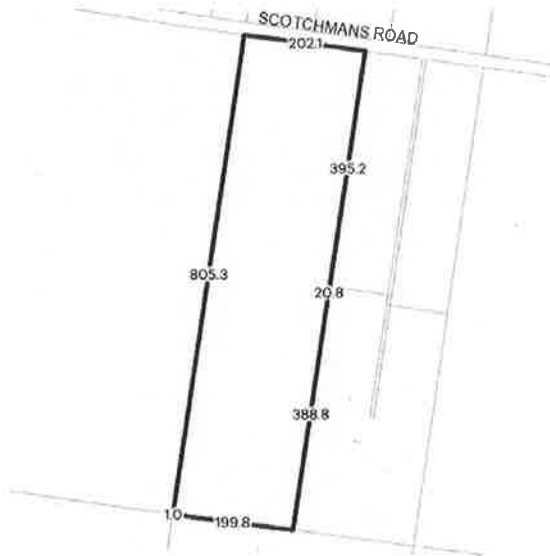
www.geelongaustralia.com.au

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Special bushfire construction requirements apply. Planning provisions may apply.**

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

SITE DIMENSIONS

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



Area: 162009 sq. m (16.20 ha)

Perimeter: 2013 m

For this property:

— Site boundaries

— Road frontages

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

Calculating the area from the dimensions shown may give a different value to the area shown above.

For more accurate dimensions get copy of plan at [Title and Property Certificate](#).

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 INFORMATION

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

Planning Overlay: [SIGNIFICANT LANDSCAPE OVERLAY \(SLO\)](#)
[SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 13 \(SLO13\)](#)

PROPERTY REPORT



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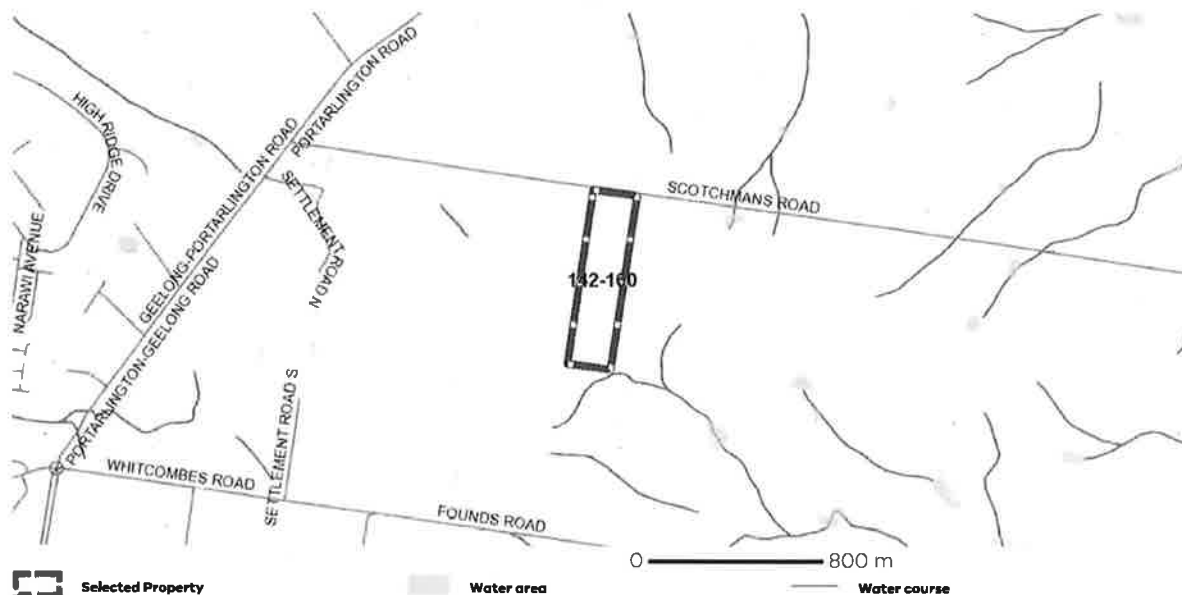
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For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Area Map



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.

(04/10/2016)

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)