

**1613 Wangaratta-Whitefield Road, Docker VIC 3678**  
(Property)

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**VENDOR STATEMENT**

Vendor: Mr James Angus Fraser

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**Webb Legal Pty Ltd**  
28 Ely Street, Wangaratta Vic 3676

Tel: 03 9523 9655  
Fax: 03 9523 9566  
Email: [info@webblegal.com.au](mailto:info@webblegal.com.au)  
**Ref: MM:242226**

# 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: 1613 Wangaratta-Whitefield Road, Docker VIC 3678**

**Vendor: Mr James Angus Fraser**

Signed by:

*James Fraser*

Vendor's signature - James Angus Fraser

Date: 09-Sep-24

**Purchaser:**

\_\_\_\_\_  
Purchaser's signature

Date:

**Purchaser:**

\_\_\_\_\_  
Purchaser's signature

Date:

## 1. FINANCIAL

1.1 (a) **Particulars of any Rates, Taxes, Charges or Other Similar Outgoings** (and any interest on them):-

Are contained in the attached certificate(s).

(b) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in items 1.1 (a), (b) or (c) above; other than:-

Nil, so far as the vendor(s) are aware, other than the potential for land tax depending on the use to which the property is put.

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

Not applicable.

1.3 **Terms Contract**

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

Not applicable.

1.4 **Sale Subject to Mortgage**

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

Not applicable.

## 2. INSURANCE

2.1 **Damage and Destruction**

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

Not applicable.

2.2 **Owner-Builder**

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

Not applicable.

3. **LAND USE**

3.1 **Easements, Covenants or Other Similar Restrictions**

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

Is in the attached copies of title document/s.

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

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

3.2 **Road Access**

There is:

access to the property by road

3.3 **Designated Bushfire Prone Area**

The land:

IS in a designated bushfire prone area within the meaning of regulations made under section 192A of the *Building Act 1993*.

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 contained in the attached certificates and/or statements, if any.

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:

Not applicable.

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:

Not applicable.

**5. BUILDING PERMITS**

5.1 **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**

6.1 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")**

GAIC (and Section 7) is NOT applicable on the sale of this property.

**8. SERVICES**

8.1 The services which are marked with an "X" in the box below are **NOT connected to the land**:

- Electricity supply
- Gas supply
- Water supply (GMW services excluded)
- Sewerage
- Telephone services

**Warning to Purchaser: It is the Purchasers responsibility to make enquiries with the appropriate authorities as to the availability of, and costs associated with providing any non-connected services to the land.**

**9. TITLE**

9.1 Attached are copies of the following **title documents**:

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**

This sale is NOT affected by a subdivision and therefore Section 10 is NOT applicable.

**11. DISCLOSURE OF ENERGY INFORMATION**

Disclosure of this information is not required under section 32 of the Sale of Land Act 1962.

**12. DUE DILIGENCE CHECKLIST**

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

Is attached.

**13. ATTACHMENTS**

Any certificates, documents and other additional information may be added to this section 13 where there is insufficient space in any of the earlier sections.

- 13.1 Due Diligence Checklist
- 13.2 Certificate of Title Volume 10200 Folio 759
- 13.3 Title Plan
- 13.4 Planning Property Report & Certificate
- 13.5 Land Information Statement
- 13.6 Council Building Approvals Statement
- 13.7 Land Tax Certificate
- 13.8 VicRoads Certificate
- 13.9 GMW Information Statement
- 13.10 Water Share Searches
- 13.11 Agricultural Licence Documents

## **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](https://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

### **Urban living Moving to the inner city?**

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

### **Is the property subject to an owners corporation?**

If the property is part of a subdivision with common property such as driveways or grounds, it may be subject to an owners corporation. You may be required to pay fees and follow rules that restrict what you can do on your property, such as a ban on pet ownership.

### **Growth areas Are you moving to a growth area?**

You should investigate whether you will be required to pay a growth areas infrastructure contribution.

### **Flood and fire risk** Does this property experience flooding or bushfire?

Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

### **Rural properties Moving to the country?**

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

**Can you build new dwellings?** Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

**Is there any earth resource activity such as mining in the area?** You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

### **Soil and groundwater contamination** Has previous land use affected the soil or groundwater?

You should consider whether past activities, including the use of adjacent land, may have caused contamination at the site and whether this may prevent you from doing certain things to or on the land in the future.

### **Land boundaries** Do you know the exact boundary of the property?

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about

this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

**Planning controls Can you change how the property is used, or the buildings on it?**

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

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances – on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

**Are there any proposed or granted planning permits?**

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

**Safety Is the building safe to live in?**

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

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

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

**Are any recent building or renovation works covered by insurance?** Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

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

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

**Buyers' rights**

**Do you know your rights when buying a property?**

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



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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**

VOLUME 10200 FOLIO 759

Security no : 124117640236G  
Produced 22/08/2024 11:48 AM

**LAND DESCRIPTION**

Lot 2 on Plan of Subdivision 337078G.  
PARENT TITLE Volume 08739 Folio 781  
Created by instrument PS337078G 11/11/1994

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
JAMES ANGUS FRASER of RMB 9045 WANGARATTA-WHITFIELD RD. DOCKER 3678  
W447825U 06/12/1999

**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.

**DIAGRAM LOCATION**

SEE PS337078G FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

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

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

Street Address: "KERRABEE" 1613 WANGARATTA-WHITFIELD ROAD DOCKER VIC 3678

See MI305643X for WATER FRONTAGE LICENCE details

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 18057S BENDIGO BANK  
Effective from 28/04/2020

DOCUMENT END



# Imaged Document Cover Sheet

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<b>PLAN OF SUBDIVISION</b>	<b>STAGE No.</b>	<b>LTO USE ONLY</b>	<b>PLAN NUMBER</b>
		<b>EDITION</b> 7	<b>PS</b> 337078G

**LOCATION OF LAND**  
**PARISH:** LACEBY  
**TOWNSHIP:** -----  
**SECTION:** 27  
**CROWN ALLOTMENT:** 1(PART),1A(PART)  
**CROWN PORTION:** -----  
**LTO BASE RECORD:** PARISH(2953) SHEET1  
**TITLE REFERENCES:** VOL.8780 FOL.781  
**LAST PLAN REFERENCE:** LP 81937(LOT 2)  
**POSTAL ADDRESS:** WANGARATTA-WHITFIELD ROAD,  
 (at time of subdivision) DOCKER 3678  
**AMG CO-ORDINATES:** E 443600  
 (of approximate centre of land in plan) N 5961400 ZONE: 55

**COUNCIL CERTIFICATION AND ENDORSEMENT**

**COUNCIL NAME :** SHIRE OF OXLEY **REF :**

1. THIS PLAN IS CERTIFIED UNDER SECTION 6 OF THE SUBDIVISION ACT 1988.  
~~2. THIS PLAN IS CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988.~~  
~~DATE OF THE ORIGINAL CERTIFICATION UNDER SECTION 6 / /~~  
~~3. THIS IS A STATEMENT OF COMPLIANCE ISSUED UNDER SECTION 24 OF THE SUBDIVISION ACT 1988.~~

**OPEN SPACE**

(i) A REQUIREMENT FOR PUBLIC OPEN SPACE UNDER SECTION 18 OF THE SUBDIVISION ACT 1988 ~~HAS / HAS NOT BEEN MADE.~~  
~~(ii) THE REQUIREMENT HAS BEEN SATISFIED.~~  
~~(iii) THE REQUIREMENT IS TO BE SATISFIED IN STAGE~~

COUNCIL DELEGATE  
~~COUNCIL SEAL~~  
 DATE 7 / 9 / 94

~~RE CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988~~  
~~COUNCIL DELEGATE~~  
~~COUNCIL SEAL~~  
~~DATE / /~~

VESTING OF ROADS OR RESERVES	
IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

**NOTATIONS**

**DEPTH LIMITATION**

15.24 METRES BELOW THE SURFACE APPLIES TO C.A. 1A

**STAGING** THIS IS NOT A STAGED SUBDIVISION  
 PLANNING PERMIT No. 1745/94

THE DIMENSIONS UNDERLINED ARE BASED ON TITLE AND ARE NOT THE RESULT OF THIS SURVEY

**WATERWAY NOTATION:** LAND IN THIS PLAN MAY ABUT CROWN LAND THAT MAY BE SUBJECT TO A CROWN LICENCE TO USE

THE LAND BEING SUBDIVIDED IS ENCLOSED WITHIN THICK CONTINUOUS LINES

**SURVEY** THIS PLAN IS ~~IS NOT~~ BASED ON SURVEY

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). 7 IN PROCLAIMED SURVEY AREA No.

**EASEMENT INFORMATION**

**LEGEND:** A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1	POWERLINE	SEE DIAG.	THIS PLAN-SECTION 44 OF THE ELECTRICITY INDUSTRY ACT 1993	ELECTRICITY SERVICES VICTORIA
E-2	WATER SUPPLY	SEE DIAG.	THIS PLAN	LOT 2 ON THIS PLAN

**LTO USE ONLY**

STATEMENT OF COMPLIANCE/  
 EXEMPTION STATEMENT

RECEIVED

DATE 9 / 11 / 94

**LTO USE ONLY**

PLAN REGISTERED

TIME 9.40 AM.

DATE 11 / 11 / 94

*Wanda Lamb*  
 ASSISTANT REGISTRAR OF TITLES

SHEET 1 OF 2 SHEETS

**k.a.reed (group) pty. ltd.**  
 71 OVENS STREET, WANGARATTA 3677.  
 TEL. (057) 216255 FAX. (057) 212779  
 surveyors A.C.N. 005 550 756  
 engineers architects planners cartographers

LICENSED SURVEYOR ALASTAIR DOUGLAS KEMP

SIGNATURE ..... DATE / /

REF: W2521 VERSION 3  
 PS1.DGN 2/9/94

.....  
 DATE / /  
 COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

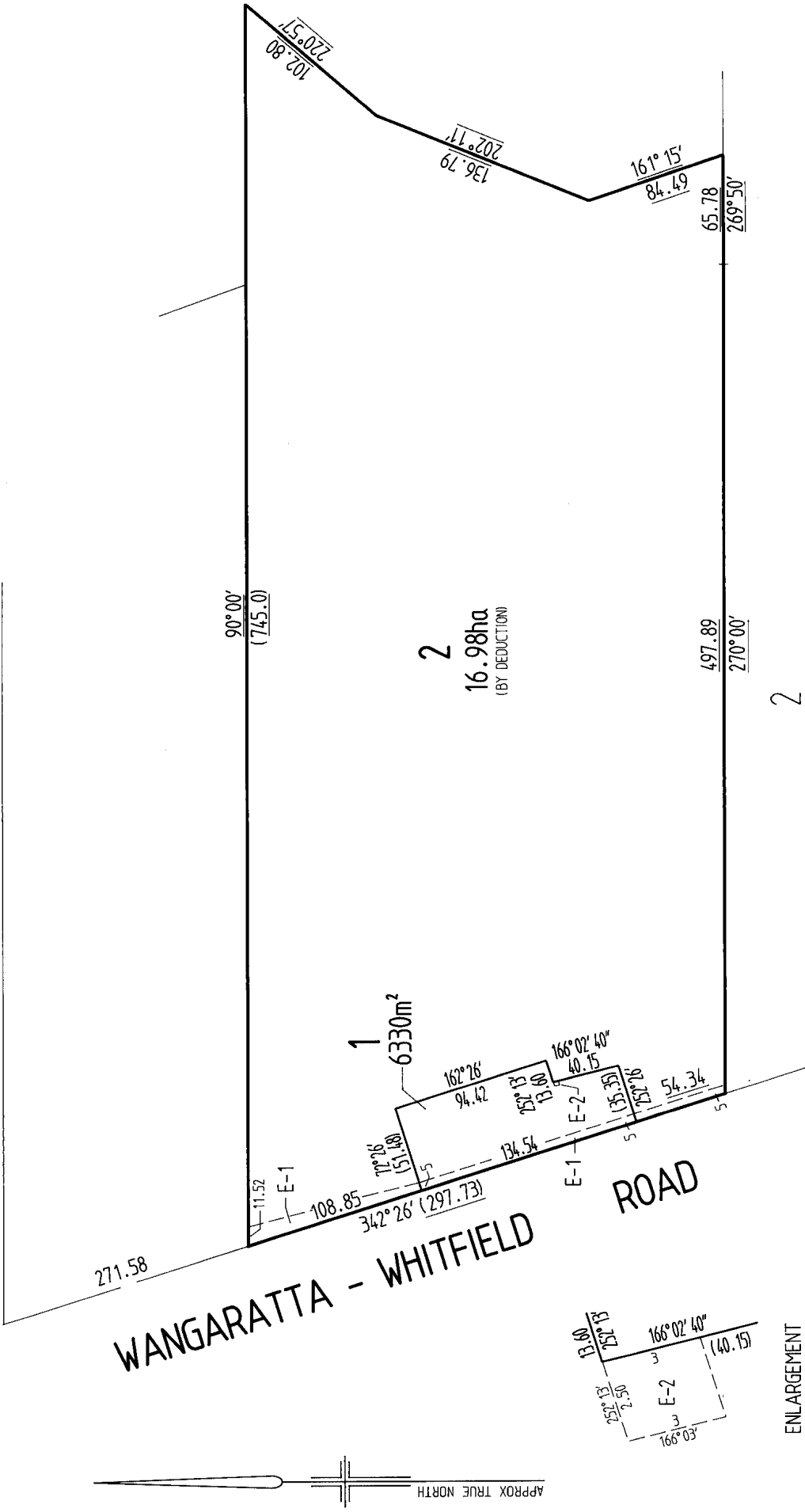
PLAN OF SUBDIVISION

STAGE No. /

PLAN NUMBER  
**PS 337078G**

GOVT ROAD

WANGARATTA - WHITFIELD ROAD



APPROX TRUE NORTH

ENLARGEMENT  
SCALE 1:125

SHEET 2 OF 2 SHEETS

DATE / /

COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR ALASTAIR DOUGLAS KEMP

SIGNATURE .....

DATE / /

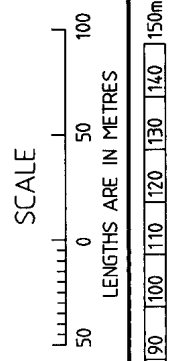
VERSION 3

REF: W2521

PS2.DGN

ORIGINAL SHEET SIZE A3

SCALE 1:2500



**k.a.reed (group) pty. ltd.**

71 OVENS STREET, WANGARATTA 3677.

TEL.(057) 216255 FAX.(057) 212779

surveys A.C.N. 005 550 756

engineers architects planners cartographers

# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 22 August 2024 11:49 AM

## PROPERTY DETAILS

Address: **1613 WANGARATTA-WHITFIELD ROAD DOCKER 367B**  
 Lot and Plan Number: **Lot 2 PS337078**  
 Standard Parcel Identifier (SPI): **2\PS337078**  
 Local Government Area (Council): **WANGARATTA**  
 Council Property Number: **2023**  
 Planning Scheme: **Wangaratta**  
 Directory Reference: **Vicroads 34 G9**

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

[Planning Scheme - Wangaratta](#)

## UTILITIES

Rural Water Corporation: **Goulburn-Murray Water**  
 Urban Water Corporation: **North East Water**  
 Melbourne Water: **Outside drainage boundary**  
 Power Distributor: **AUSNET**

## STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**  
 Legislative Assembly: **OVENS VALLEY**

## OTHER

Registered Aboriginal Party: **Yorta Yorta Nation Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

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

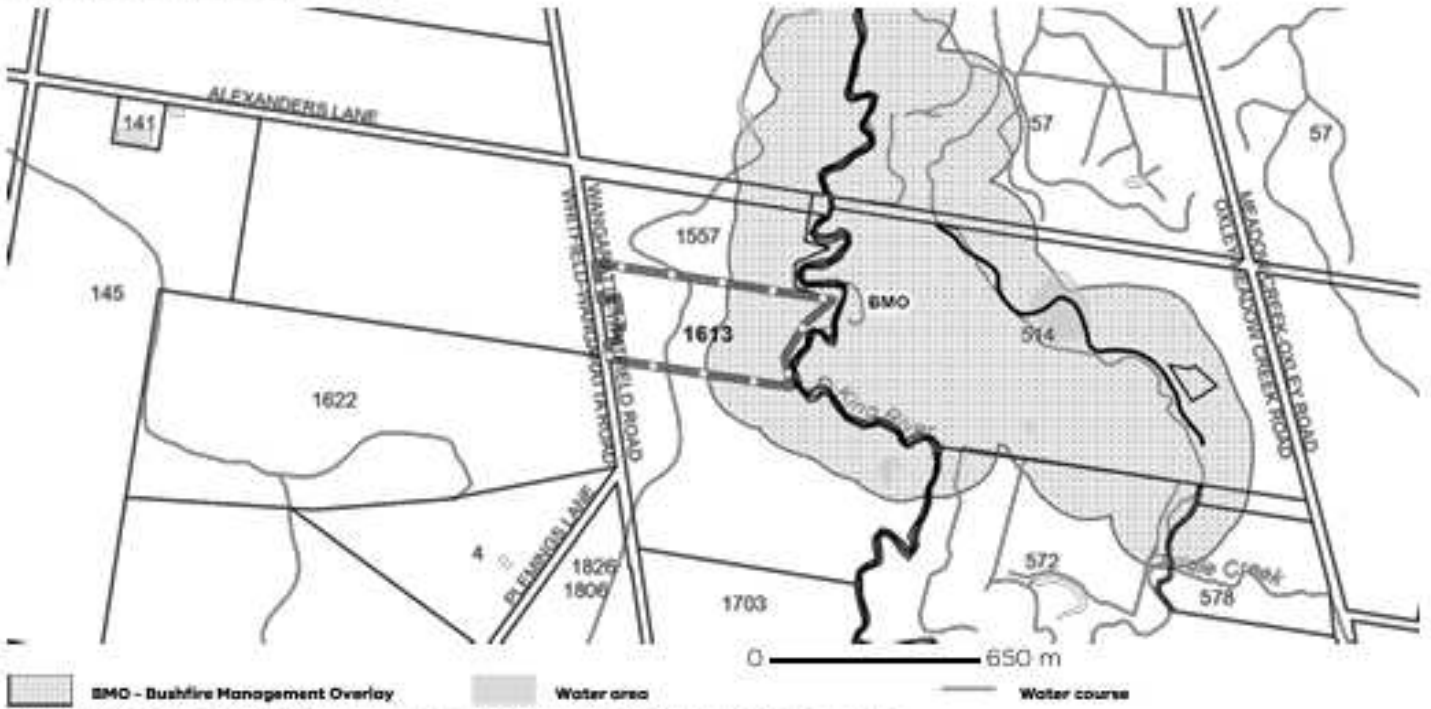


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend

# PLANNING PROPERTY REPORT

## Planning Overlays

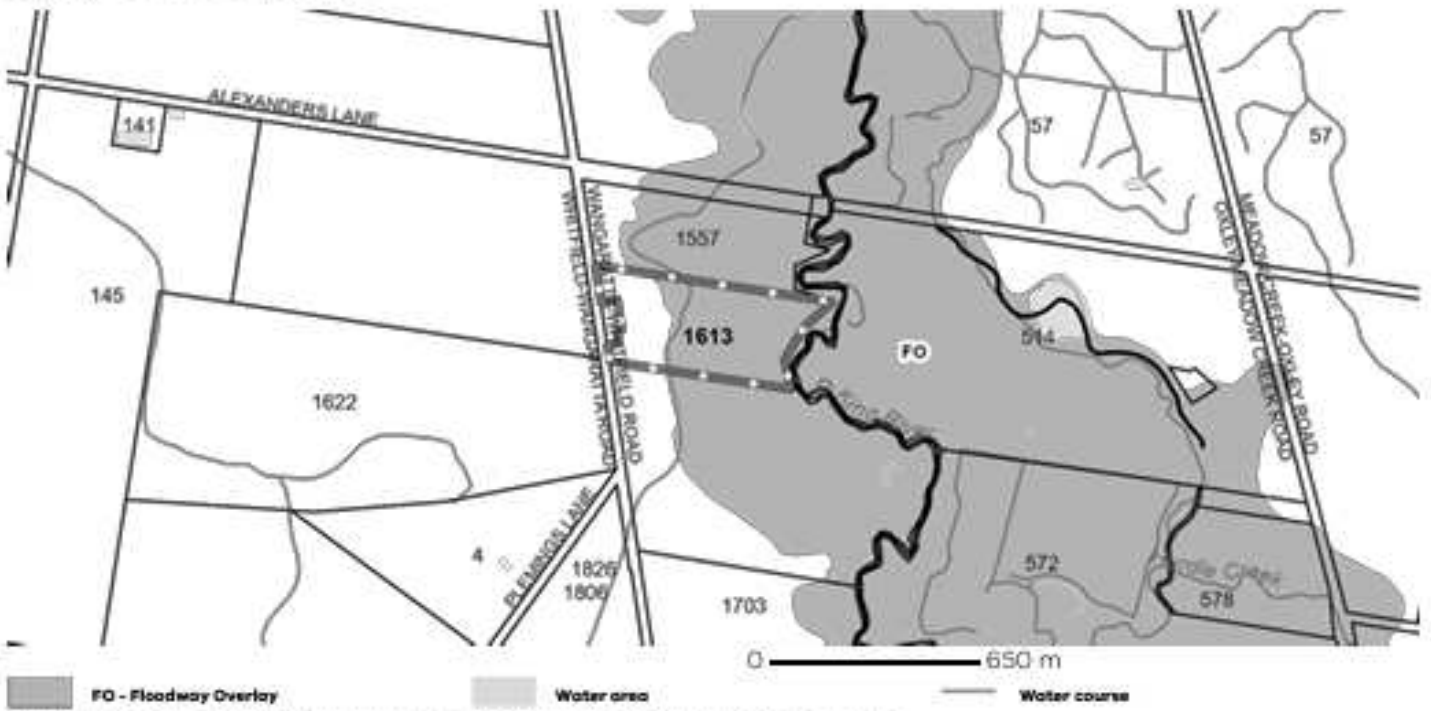
### BUSHFIRE MANAGEMENT OVERLAY (BMO)



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

### FLOODWAY OVERLAY (FO)

### FLOODWAY OVERLAY SCHEDULE (FOS)



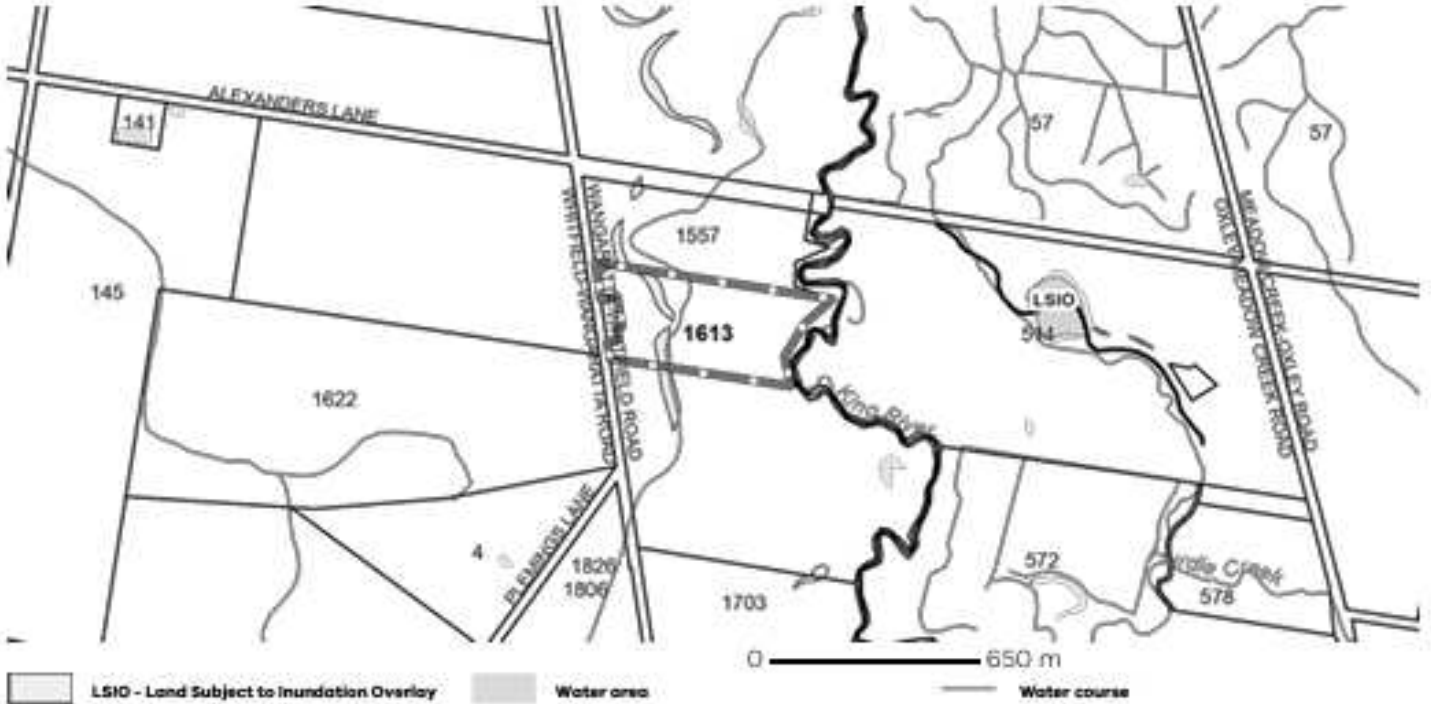
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

# PLANNING PROPERTY REPORT

## Planning Overlays

### LAND SUBJECT TO INUNDATION OVERLAY (LSIO)

### LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE (LSIOS)

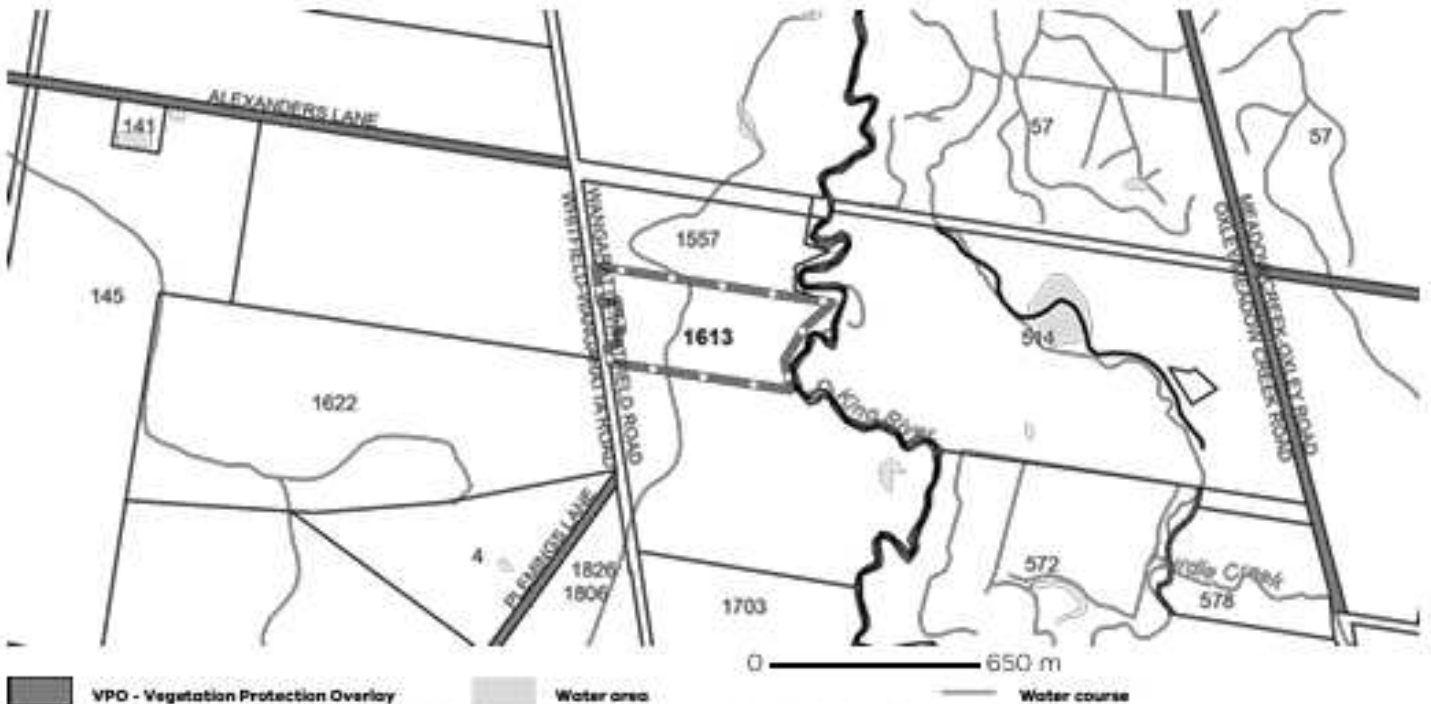


Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend.

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land:

### VEGETATION PROTECTION OVERLAY (VPO)



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

# PLANNING PROPERTY REPORT

## Areas of Aboriginal Cultural Heritage Sensitivity

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

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

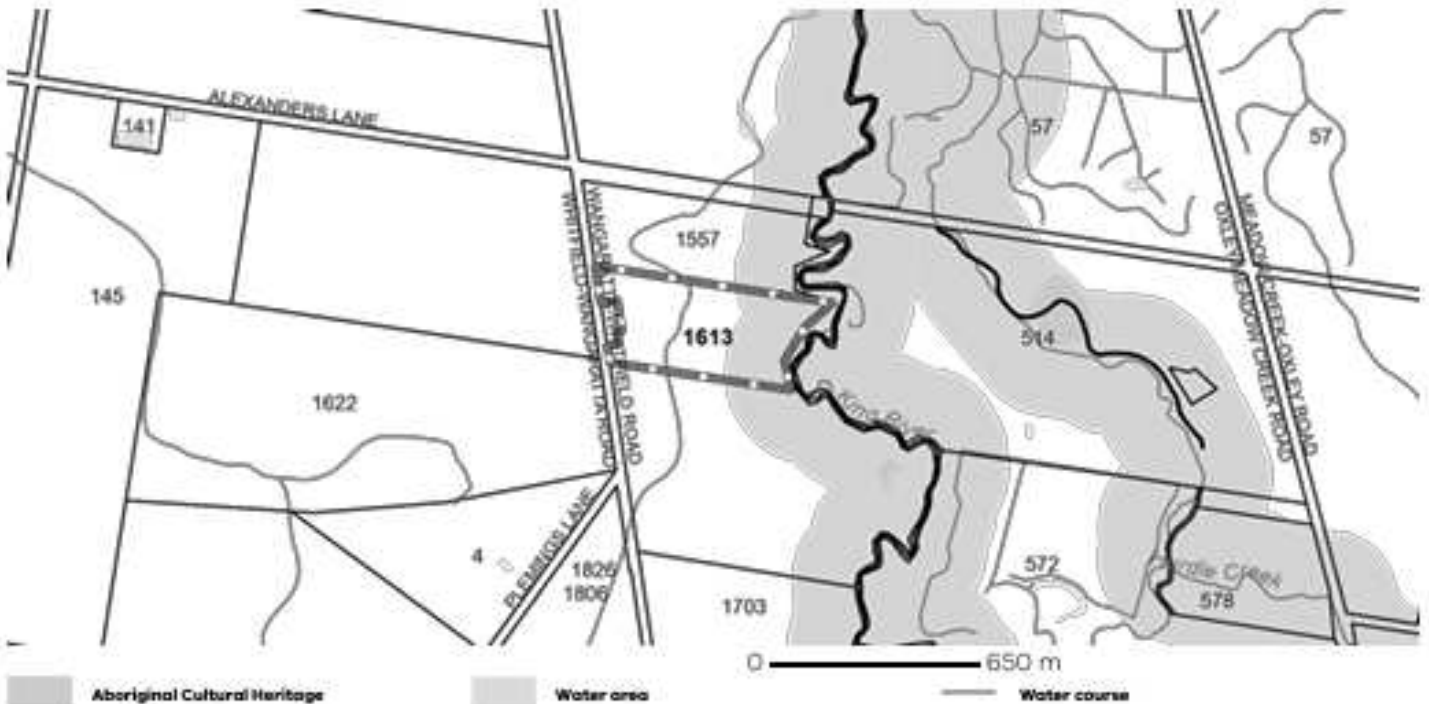
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which requires a 'cultural heritage management plan' be prepared where a listed high impact activity is proposed.

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

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

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.gov.vic.gov.au/gov/Question1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.aboriginal.vic.gov.au/aboriginal-heritage-legislation>



# PLANNING PROPERTY REPORT

## Further Planning Information

Planning scheme data last updated on 14 August 2024.

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 abut 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>



person for the information provided.

Read the full disclaimer at <http://www.doh.vic.gov.au/Disclaimer>

Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 50C (b) of the Sale of Land 1962 (Vic)

**PLANNING PROPERTY REPORT: 833 WANGARATTA-WHITEFIELD ROAD DOCKERS 3E78**

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

1061385

## APPLICANT'S NAME & ADDRESS

WEBB LEGAL PTY LTD T/A LYNNETTE WEARNE LEGAL  
PRACTICE C/- INFOTRACK C/- LANDATA

DOCKLANDS

## VENDOR

FRASER, JAMES ANGUS

## PURCHASER

NOT KNOWN, NOT KNOWN

## REFERENCE

381254

This certificate is issued for:

LOT 2 PLAN PS337078 ALSO KNOWN AS 1613 WANGARATTA-WHITFIELD ROAD DOCKER  
WANGARATTA RURAL CITY

The land is covered by the:

WANGARATTA PLANNING SCHEME

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

The land:

- is included in a FARMING ZONE
- is within a BUSHFIRE MANAGEMENT OVERLAY
- and a LAND SUBJECT TO INUNDATION OVERLAY
- and a FLOODWAY OVERLAY
- and abuts a TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK

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

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian  
Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

22 August 2024

**Sonya Kilkenny**  
Minister for Planning

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

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

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

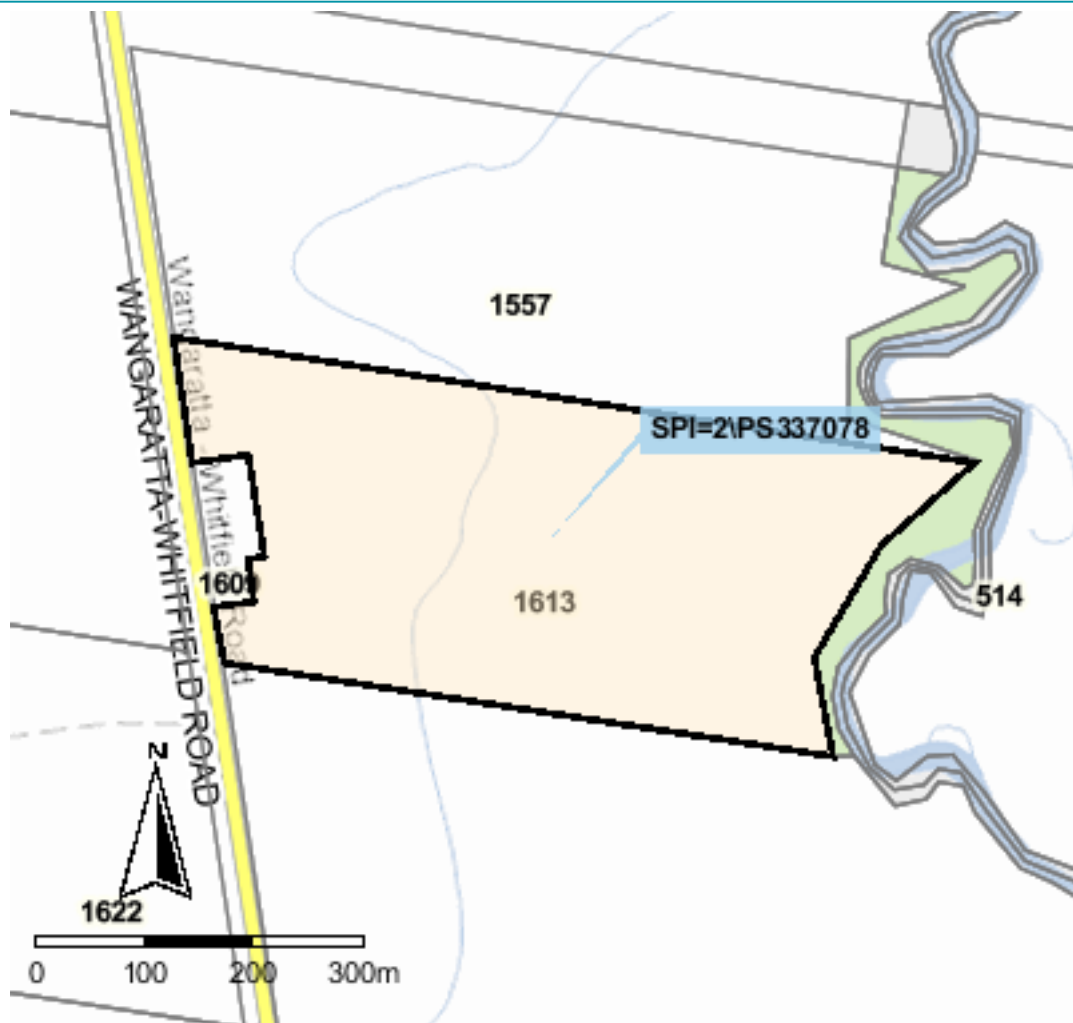
LANDATA@  
T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

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

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

If this property is different to the one expected, you can phone (03) 9102 0402 or email [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

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



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### Choose the authoritative Planning Certificate

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

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

### Privacy Statement

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



Local Government Act 2020	
<b>Land Information Certificate – Part A</b>	
<b>Certificate No:</b>	<b>cerLIC24/D0616</b>
<b>Issue Date:</b>	<b>22/08/2024</b>
<b>Property No:</b>	<b>2023</b>
<b>Rate Category:</b>	<b>Rural 1</b>

Webb Legal Pty Ltd  
 C/- Secure Electronic Registries Victoria Pty Ltd  
 Level 1, Casselden Place  
 2 Lonsdale Street  
 MELBOURNE VIC 3000

**Reference:** 73970247-013-1

This certificate provides information regarding valuations, rates, charges, other monies owing, and any orders and notices made under the Local Government Act 1989 (as amended) or under a Local Law or By-Law of the Council.

This certificate is not required to include information regarding Planning, Building, Health, landfill, land slip, flooding information or service easements. Information regarding these matters may be available from the Council or relevant authority. A fee may be charged for such information.

-----

**PROPERTY DETAILS**

**Property Address:**

1613 Wangaratta-Whitfield Road  
 DOCKER VIC 3678

**Title Details:**

Lot 2 PS 337078 Vol 10200 Fol 759

**Land Area:**

171,576 SqM

-----

**VALUATIONS**

<b>Site:</b>	\$680,000	<b>Base Date:</b>	01/01/2024
<b>Capital Improved:</b>	\$843,000		
<b>Net Annual:</b>	\$42,150	<b>Effective Date:</b>	01/07/2024

Council rates are levied on the Capital Improved Value.

-----

**RATES AND CHARGES FOR THE PERIOD ENDING 30 JUNE 2025**

<b>Rate Category</b>	
Current Year's Municipal Rates	\$1,800.55
Current Year's Garbage Charge	\$400.00
Current Year's Recycling Charge	\$174.00
Current Year's Fire Services Property Levy	\$205.30
<b>Total Current Year's Charges</b>	<b>\$2,579.85</b>
<b>Total Balance Outstanding</b>	<b>\$2,579.85</b>



Local Government Act 2020

**Land Information Certificate – Part B**

**Certificate No:** cerLIC24/D0616  
**Issue Date:** 22/08/2024  
**Property No:** 2023  
**Rate Category:** Rural 1

**Proposed schemes, notices issued and other orders:**

Scheme	Description	Principal	Interest	Total

**Other notes**

Unless otherwise stated elsewhere in this certificate, (either Parts A or B) there is no liability for amounts due, or land to be transferred to Council, for recreational purposes, under Section 18 of the Subdivision Act 1988 or the Local Government Act 1989 nor any other liability or potential liability for works done under the Local Government Act 1989 or the Local Government Act 2020.

**Important**

All unpaid monies are required to be paid immediately upon settlement, regardless of due dates. Refer Section 121 of the Local Government Act 2020.

I hereby certify that the information given in this certificate (Parts A and B) is true and correct as at the date shown.

**Authorised Officer:**



**Biller Code:** 216283  
**Ref:** 20230



Rural City of  
**Wangaratta**

<b>Building Regulations 2018</b> <b>Information Certificate – Reg. 51 (1)</b> <b>Certificate No:</b> cerBld24/D0159 <b>Issue Date:</b> 22/08/2024 <b>Property No:</b> 2023
--

Lynnette Wearne Legal Practice, Landata and Webb Legal Pty Ltd  
 C/- Secure Electronic Registries Victoria Pty Ltd  
 Level 1, Casselden Place  
 2 Lonsdale Street  
 MELBOURNE VIC 3000

**Reference:** 73970247-015-5

Address of the land which is the subject of the certificate:

**Property address:** Kerrabee 1613 Wangaratta-Whitfield Road DOCKER VIC 3678

**Property title description:** Lot 2 PS 337078 Vol 10200 Fol 759

(a) Details of any permit or certificate of final inspection issued in the preceding 10 years:

Permit No	Issue Date	Final Cert/Occ Issue Date	Description
N/A	N/A	N/A	N/A

(b) Details of any current statements issued under regulation 64(1) or 231(2) of the Building Regulations 2018.

Issue Date	Statement No	Relevant Building Surveyor
N/A	N/A	N/A

(c) Details of any current notices or orders issued under the Act.

Issue Date	Notice/Order No	Relevant Building Surveyor
N/A	N/A	N/A

*C. F. Cowdery*

**Authorised Officer:** Clare Cowdery – Manager – Statutory Services



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

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Webb Legal Pty Ltd t/a Lynnette Wearne Legal Practice C/- InfoTrack  
135 King Street  
SYDNEY 2000  
AUSTRALIA

Client Reference: 381254

NO PROPOSALS. As at the 22th August 2024, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

1613 WANGARATTA-WHITFIELD ROAD, DOCKER 3678  
RURAL CITY OF WANGARATTA

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

Date of issue: 22th August 2024

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 73970247 - 73970247114651 '381254'**

# Property Clearance Certificate

## Land Tax



INFOTRACK / WEBB LEGAL PTY LTD T/A LYNNETTE  
WEARNE LEGAL PRACTICE

**Your Reference:** 242226  
**Certificate No:** 79575309  
**Issue Date:** 22 AUG 2024  
**Enquiries:** ESYSPROD

**Land Address:** 1613 WANGARATTA-WHITFIELD ROAD DOCKER VIC 3678

Land Id	Lot	Plan	Volume	Folio	Tax Payable
25847178	2	337078	10200	759	\$0.00

**Vendor:** JAMES FRASER  
**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR JAMES ANGUS FRASER	2024	\$748,000	\$0.00	\$0.00	\$0.00

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

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

**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.

A handwritten signature in black ink, appearing to read "Paul Broderick".

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$911,000

SITE VALUE: \$748,000

**CURRENT LAND TAX CHARGE: \$0.00**

# Notes to Certificate - Land Tax

**Certificate No:** 79575309

**Power to issue Certificate**

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must 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. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge" overleaf. 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.

**Apportioning or passing on land tax to a purchaser**

6. A vendor is prohibited from apportioning or passing on land tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

**General information**

7. 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.
8. 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 = \$3,138.00

Taxable Value = \$748,000

Calculated as \$2,250 plus ( \$748,000 - \$600,000) multiplied by 0.600 cents.

**Land Tax - Payment Options**

**BPAY**




Billers Code: 5249  
Ref: 79575309

**Telephone & Internet Banking - BPAY®**

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

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

**CARD**



Ref: 79575309

**Visa or Mastercard**

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

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

# Property Clearance Certificate

## Commercial and Industrial Property Tax



INFOTRACK / WEBB LEGAL PTY LTD T/A LYNNETTE WEARNE LEGAL PRAC	<b>Your Reference:</b>	242226
	<b>Certificate No:</b>	79575309
	<b>Issue Date:</b>	22 AUG 2024
	<b>Enquires:</b>	ESYSPROD

**Land Address:** 1613 WANGARATTA-WHITFIELD ROAD DOCKER VIC 3678

Land Id	Lot	Plan	Volume	Folio	Tax Payable
25847178	2	337078	10200	759	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
117	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

**Paul Broderick**  
Commissioner of State Revenue

**CAPITAL IMPROVED VALUE:** \$911,000

**SITE VALUE:** \$748,000

**CURRENT CIPT CHARGE:** \$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

**Certificate No:** 79575309

## Power to issue Certificate

- Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must 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

- The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

## Australian Valuation Property Classification Code (AVPCC)

- The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
  - a general valuation of the land;
  - a supplementary valuation of the land returned after the general valuation.
- The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
  - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
  - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
  - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

## Commercial and industrial property tax information

- If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
  - the date on which the land became tax reform scheme land;
  - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
  - the date on which the land will become subject to the commercial and industrial property tax.
- A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

## Change of use of tax reform scheme land

- Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

## Commercial and industrial property tax is a first charge on land

- Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. 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 unpaid commercial and industrial property tax.

## Information for the purchaser

- Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

- Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

## Passing on commercial and industrial property tax to a purchaser

- A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

## General information

- Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
- The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to [www.sro.vic.gov.au/CIPT](http://www.sro.vic.gov.au/CIPT).
- A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
- 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.

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / WEBB LEGAL PTY LTD T/A LYNNETTE WEARNE LEGAL PRACTICE

**Your Reference:** 242226**Certificate No:** 79575309**Issue Date:** 22 AUG 2024**Land Address:** 1613 WANGARATTA-WHITFIELD ROAD DOCKER VIC 3678

Lot	Plan	Volume	Folio
2	337078	10200	759

**Vendor:** JAMES FRASER**Purchaser:** FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

**Comments:** No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

**CURRENT WINDFALL GAINS TAX CHARGE:****\$0.00**

A handwritten signature in black ink, appearing to read "Paul Broderick".

**Paul Broderick**  
Commissioner of State Revenue

# Notes to Certificate - Windfall Gains Tax

**Certificate No:** 79575309

## Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must 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 in respect of the land described in the Certificate:
  - Windfall gains tax that is due and unpaid, including any penalty tax and interest
  - Windfall gains tax that is deferred, including any accrued deferral interest
  - Windfall gains tax that has been assessed but is not yet due
  - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
  - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

## Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, 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 unpaid windfall gains tax.

## Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

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



## Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

## General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. 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.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

## Windfall Gains Tax - Payment Options

<p><b>BPAY</b></p>  <p>Billers Code: 416073 Ref: 79575304</p> <p><b>Telephone &amp; Internet Banking - BPAY®</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p><a href="http://www.bpay.com.au">www.bpay.com.au</a></p>	<p><b>CARD</b></p>  <p>Ref: 79575304</p> <p><b>Visa or Mastercard</b></p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p><a href="http://sro.vic.gov.au/payment-options">sro.vic.gov.au/payment-options</a></p>	<p><b>Important payment information</b></p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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# INFORMATION STATEMENT

STMT1873-24

Issued Pursuant to Section 158 of the Water Act (1989) showing Orders, Rates and Charges due to be paid to the authority with respect to the land hereunder

**Applicant:**  
 Webb Legal Pty Ltd  
 C/- Landata  
 GPO Box 527  
 MELBOURNE VIC 3001

**Applicant Reference:** 73970247-025-4  
**Date of Issue:** 26 August 2024

Account No:	Owner:	Description	Amount Payable:	Payment Ref:
838993	James A Fraser	Surface	\$1,102.47	008389934
		Diversion		

An Information Statement is a legal document provided by GMW outlining details relating to a particular parcel of land or account number. This document has been identified from your application using title particulars and/or account numbers provided. The detailed entities are currently associated with this account. If you intend on transferring the services below, with the exception of any listed Occupation Agreements, you can request a prefilled Form 55 application to transfer the land and water. This application form combines multiple applications into one making it a great solution when changing ownership. This request can be made at <http://www.gmwater.com.au/customer-services/forms/> or by contacting us on 03 5826 3500.

The following payment methods are available:



Pay online via MyGMW  
<https://mygmw.gmwater.com.au>



Quote Biller Code 72801  
 and the 'Payment Ref'  
 displayed in the above table

**Water Services and/or Fee for Service Charges 2024/2025:**

Charge Description	Issue Date:	Charge Amount:	Balance Outstanding:
Account No:838993			
Annual Rates and Charges 2024/2025			
Balance as at 30/06/2024			\$0.00
Customer Fee			
Customer Fee - \$138.00 each	22/07/2024	\$138.00	\$138.00
Fixed Land Related Charges			
Access Fee - 1.00 Service Point @ \$203.00 each	22/07/2024	\$203.00	\$203.00
Service Point - Unmetered - 1.00 @ \$127.00 each	22/07/2024	\$127.00	\$127.00
Fixed Water Related Charges			
Entitlement Storage Fee - 42.00 ML Ovens High Reliability @ \$12.17/ML	22/07/2024	\$511.10	\$511.10
Entitlement Storage Fee - 21.00 ML Ovens Spill Reliability @ \$4.46/ML	22/07/2024	\$93.65	\$93.65
Water Register Entitlement Fee			
Water Register Entitlement Fee - 2.00 @ \$14.86 each	22/07/2024	\$29.72	\$29.72

Sub-Total for 2024/2025	\$1,102.47	\$1,102.47
Total Payable as at 26/08/2024		\$1,102.47

Rates and charges listed in this table relate to **1st July 2024 - 30th June 2025**. All of these are annual rates and charges for the financial year.

Updates for the information statement are provided for 3 months from the Issue date and are only applicable to the applicant of the information statement. Please email your STMT number, property number and request for the update to [informationstatements@gmwater.com.au](mailto:informationstatements@gmwater.com.au)

Additional information about the fees and charges are available from the Goulburn-Murray Water Website, <https://www.gmwater.com.au/customer-services/pricing/price-list>

<b>Entitlements(s):</b>						
<b>Account No:</b>	<b>Entitlement ID:</b>	<b>Volume:</b>	<b>Source Trading Zone:</b>	<b>Use Trading Zone:</b>	<b>Delivery System:</b>	<b>Reliability:</b>
838993	WEE034024	42.0	9B King	9B King	King R D/S Lk William Hovell	High
838993	WEE034025	21.0	9B King	9B King	King R D/S Lk William Hovell	Spill

**Water Share(s) currently associated with this property**

The water share(s) listed within this information statement are currently associated with this property. Please note the water share(s) may be in different ownership to the water use licence/ registration. Additional information about the water share(s) can be obtained by requesting a copy of the record(s) held in the Victorian Water Register at [www.waterregister.vic.gov.au](http://www.waterregister.vic.gov.au).

The transfer of a water share is subject to approval by GMW and recording by the Victorian Water Registrar upon receipt of the relevant application requirements.

<b>Water Use Entities(s):</b>					
<b>Account No:</b>	<b>Water Use ID:</b>	<b>Water Use Type:</b>	<b>Holding Limit:</b>	<b>Annual Use Limit:</b>	<b>Purpose:</b>
838993	WUL017833	Use licence	126.00	63.00	Irrigation

**Water use licence/registration**

The above water use licence/ registration relating to the land described in this information statement authorises the use of water on the land specified in this information statement.

<b>General Place of Take Approval(s):</b>					
<b>Account No:</b>	<b>GPT ID:</b>	<b>Service Point Desc.:</b>	<b>Extraction Share (ML/d):</b>	<b>Rationing Area:</b>	<b>Ownership:</b>
838993	GPT030006	KG008855	0.420000	King River	JAMES ANGUS FRASER

**Surface Diversion Regulated**

A General Place of Take approvals(s) (GPT) authorises the ABA holder to take water from a service point. The extraction share on the GPT provides the right to take a share of river water during announced river restrictions. You cannot take river water during restrictions if the extraction share has a zero rate. Non-compliance with your extraction share is an offence. Details of the extractions shares associated with this property are detailed above.

When selling land, the GPT holder can transfer their extraction share with the land, or trade it elsewhere in accordance with the rules being set by the Minister for Water. It may be worth confirming with the vendor if the extraction share is being transferred with the land.

Go to <https://www.waterregister.vic.gov.au/water-entitlements/about-entitlements/place-of-take-approvals> for information on GPT(s) and extraction shares. Contact your water corporation if you have further queries on this.

<b>Land Description of the Nominated Property</b>								
<b>Account No:</b>	<b>Vol:</b>	<b>Folio:</b>	<b>Lot:</b>	<b>Plan:</b>	<b>Crown Allotment/ Crown Portion:</b>	<b>Section/ Block</b>	<b>Parish</b>	<b>Area:</b>
838993	10200	759	2	PS337078G				0

Water Share ID:

**WEE034024**

Printed on: 22 Aug 2024 11:57:13 am

# COPY OF RECORD IN THE VICTORIAN WATER REGISTER

## WATER SHARE

### *Water Act 1989*

*The information in this copy of record is as recorded at the time of printing. Current information should be obtained by a search of the register. The State of Victoria does not warrant the accuracy or completeness of this information and accepts no responsibility for any subsequent release, publication or reproduction of this information.*

### Water Share Description

<b>Status</b>	Active
<b>Volume</b>	42.0 megalitres
<b>Water authority</b>	Goulburn-Murray Water
<b>Water system source</b>	Ovens
<b>Water system type</b>	Regulated
<b>Reliability class</b>	High
<b>Trading zone source</b>	9B King
<b>Trading zone use</b>	9B King
<b>Delivery system</b>	King R D/S Lk William Hovell
<b>Tenure</b>	Ongoing
<b>Tradability</b>	Tradable
<b>Carryover allowed</b>	No

### Water Share Owner(s)

Sole Owner 1 of 1

JAMES ANGUS FRASER of 2246 WANGARATTA-WHITFIELD RD DOCKER VIC 3678  
WEI029526 Lodged on : 01 Jul 2007 Recorded on : 01 Jul 2007

### Current Year Allocation

Seasonal allocation since 1 July:	42.000 ML
Possible future allocation to 30 June:	0.000 ML

### Related Water-Use Entities

#### Water use reference(s)

<i>Water use ID</i>	<i>Status</i>	<i>Type</i>	<i>Annual use limit (ML)</i>
WUL017833	Active	Use licence	63.0

**Land description**

Volume 10200 Folio 759  
 Lot 2 of Plan PS337078G

**Recorded Interests**

**Mortgage**

<i>Priority</i>	<i>Reference</i>	<i>Recorded date</i>	<i>Mortgagee</i>
Nil			

**Limited term transfer**

<i>Reference</i>	<i>Start date</i>	<i>End date</i>	<i>Trading zone use</i>	<i>Delivery system</i>	<i>Water-use licence</i>	<i>Water authority</i>
Nil						

**Notifications**

<i>Reference</i>	<i>Recorded date</i>	<i>Notification details</i>
Nil		

**Application History**

<i>Reference</i>	<i>Type</i>	<i>Status</i>	<i>Lodged date</i>	<i>Approved date</i>	<i>Recorded date</i>
PTA058836	Address amendment	Recorded			23 Apr 2024
WEI029526	Issue	Recorded	01 Jul 2007	01 Jul 2007	01 Jul 2007

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**END OF COPY OF RECORD**

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Water Share ID:

**WEE034025**

Printed on: 22 Aug 2024 11:57:49 am

# COPY OF RECORD IN THE VICTORIAN WATER REGISTER

## WATER SHARE

### *Water Act 1989*

*The information in this copy of record is as recorded at the time of printing. Current information should be obtained by a search of the register. The State of Victoria does not warrant the accuracy or completeness of this information and accepts no responsibility for any subsequent release, publication or reproduction of this information.*

### Water Share Description

<b>Status</b>	Active
<b>Volume</b>	21.0 megalitres
<b>Water authority</b>	Goulburn-Murray Water
<b>Water system source</b>	Ovens
<b>Water system type</b>	Regulated
<b>Reliability class</b>	Spill
<b>Trading zone source</b>	9B King
<b>Trading zone use</b>	9B King
<b>Delivery system</b>	King R D/S Lk William Hovell
<b>Tenure</b>	Ongoing
<b>Tradability</b>	Tradable
<b>Carryover allowed</b>	No

### Water Share Owner(s)

Sole Owner 1 of 1

JAMES ANGUS FRASER of 2246 WANGARATTA-WHITFIELD RD DOCKER VIC 3678  
WEI029527 Lodged on : 01 Jul 2007 Recorded on : 01 Jul 2007

### Current Year Allocation

Spill allocation recorded since 1 July: 0.000 ML

### Related Water-Use Entities

#### Water use reference(s)

<i>Water use ID</i>	<i>Status</i>	<i>Type</i>	<i>Annual use limit (ML)</i>
WUL017833	Active	Use licence	63.0

#### Land description

Volume 10200 Folio 759  
Lot 2 of Plan PS337078G

**Recorded Interests**

**Mortgage**

<i>Priority</i>	<i>Reference</i>	<i>Recorded date</i>	<i>Mortgagee</i>
Nil			

**Limited term transfer**

<i>Reference</i>	<i>Start date</i>	<i>End date</i>	<i>Trading zone use</i>	<i>Delivery system</i>	<i>Water-use licence</i>	<i>Water authority</i>
Nil						

**Notifications**

<i>Reference</i>	<i>Recorded date</i>	<i>Notification details</i>
Nil		

**Application History**

<i>Reference</i>	<i>Type</i>	<i>Status</i>	<i>Lodged date</i>	<i>Approved date</i>	<i>Recorded date</i>
PTA058836	Address amendment	Recorded			23 Apr 2024
WEI029527	Issue	Recorded	01 Jul 2007	01 Jul 2007	01 Jul 2007

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**END OF COPY OF RECORD**

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# Transfer of Licence Form

This form is to formally transfer a licence for the occupation of Crown land.

Following settlement, please submit this completed transfer form (both pages with plan) by post to PO Box 879, Seymour, Victoria, 3660 or emailed to [transactioncentre@delwp.vic.gov.au](mailto:transactioncentre@delwp.vic.gov.au), with requirements listed below.

Please review and tick the checklist below, this will assist in the Transfer of Licence being conducted efficiently. *If any details are not included, the transfer paperwork may be returned to you to have sufficient information included.*

- Transfer fee of \$65.30 (GST Exempt) and any outstanding rental (if applicable) is included.
  - Cheque/Money Order included    OR
  - Please contact \_\_\_\_\_ on \_\_\_\_\_ to take Credit card payment
  - Please invoice the proposed licensee the transfer fee & any outstanding rental. Please note: this invoice will be arranged and sent to the proposed licensee once the transfer is completed, under separate cover. It can take up to 21 days following the transfer for the invoice to be issued.
  
- Notice of Acquisition, Copy of Title or Copy or Rates notice to identify that the proposed Licensee is now the adjoining landowner to the licensed area.
  
- Part Transfer or     Full Transfer – Please note that in most cases licenses or part of licences can only be transferred to the adjoining land owner.

## Details of present licence holder(s)

**Please do not change details of pre-filled information this has been populated from the existing licence.**

I/We JAMES ANGUS FRASER

Of: 1613 WANGARATTA-WHITFIELD ROAD, DOCKER, Victoria, 3678, Australia

Being the holder(s) of Licence No: 1109402

Granted under the provisions of the Land Act 1958 do hereby agree to transfer said licence.

Signature(s): \_\_\_\_\_ Date: \_\_\_\_\_

***If the Licensee is no longer able to sign the form, please provide an explanation in the covering letter with supporting documentation.***

**Particulars of the adjoining freehold land which is now occupied/owned or in the process of purchase by me/us:**

Lot on Plan Number: \_\_\_\_\_

Crown allotment number

with parish name (if applicable): \_\_\_\_\_

# Transfer of Licence Form

- **Transfer of this licence should not be used as a condition of sale as the transfer is not an automatic process and will be subject to approval of the land manager. Please advise prospective purchasers of this information.**
- **Please ensure to include Notice of Acquisition, Copy of Title or Copy or Rates notice to identify that you are now the adjoining landowner to the licensed area.**

**This section to be completed by the proposed licence holder(s) – Please print clearly and provide full names.**

I/We \_\_\_\_\_

Of \_\_\_\_\_

Town: \_\_\_\_\_ Postcode: \_\_\_\_\_ State: \_\_\_\_\_

**Postal Address if Different to Above**

Address: \_\_\_\_\_

Town: \_\_\_\_\_ Postcode: \_\_\_\_\_ State: \_\_\_\_\_

do hereby agree to accept the transfer of the said licence to me/us and supply the following information which is true and correct, and acknowledge this licence is issued for the purpose of **GRAZING**

**Signature/s:** \_\_\_\_\_ **Date:** \_\_\_\_\_

\_\_\_\_\_ **Date:** \_\_\_\_\_

**To ensure the Department meets financial obligation please provide a contact phone number and email**

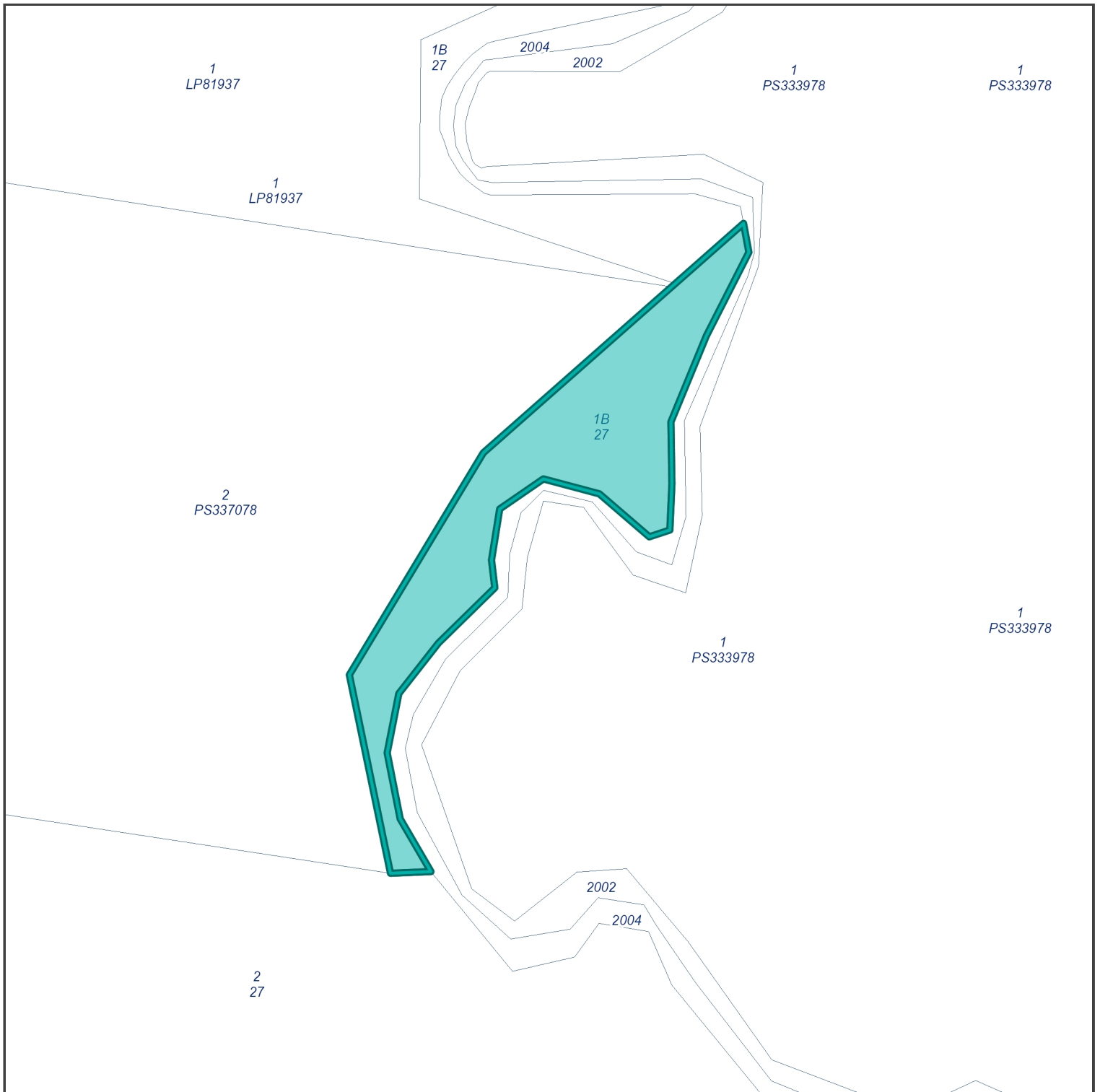
Preferred Contact phone no.: \_\_\_\_\_

Email: \_\_\_\_\_

**Rental Information**

Licence No. 1109402.” (Water Frontage) – Rental of \$“88.00” has been paid for the period “01.10.2019 to 30.09.2024

# Tenure 1109402



**Legend**

- Township
- Parish
- Parcel
- Crown Parcel**
- Crown Land
- Government Road
- Plan Noting**
- Apiary**
- Temporary Apiary Rights
- Beefarm and Range licences

**Linear Tenure**

- Other Pipelines
- Industrial Commercial licences
- Recreation Amusement licences
- Occupancy licences
- Radio TV Telecom site licences
- Emergency Services Use licences
- Water Supply licences
- Miscellaneous General licences
- Easements
- Pipe Consents

**Scale: 1:2,500**

**Government Road**

- Government Road
- Dual Status Government Road

**Lease**

- Lease
- General Licence
- Delegated Lease
- Delegated Licence
- Grazing Licence
- Riparian Management Licence
- Water Frontage Licence
- Unused Road Licence
- Delegated Management Reserve
- Direct Management Reserve

**Overview Map**

**Land and Built Environment  
Hume  
Dept of Energy, Environment & Climate Action**

Disclaimer: This map is a snapshot generated from Victorian Government data. This material may be of assistance to you but the State of Victoria does not guarantee that the publication is without flaw of any kind or is wholly appropriate for your particular purposes and therefore disclaims all liability for error, loss or damage which may arise from reliance upon it. All persons accessing this information should make appropriate enquiries to assess the currency of the data.



# Natural Resources and Environment

AGRICULTURE • RESOURCES • CONSERVATION • LAND MANAGEMENT

## AGRICULTURAL LICENCE

### LAND ACT 1958

### Section 130

**THIS LICENCE** is granted by the Licensor to the Licensee and commences on the date set out in the Schedule.

In consideration of the payment of the licence fee and the conditions contained in this Licence, the Licensor or a person authorised by the Licensor, at the request of the Licensee **HEREBY AUTHORISES** the Licensee to use the Crown land described in the Schedule for the specified purposes set out in the Schedule.

This Licence is subject to the provisions of the *Land Act 1958* and Regulations thereunder, the licence conditions attached and any Statutory and other Special Conditions set out in the Schedule.

.....  
Signature of Licensor or Authorised person

.....  
Maurie Grealy

Print Name

The Licensee hereby agrees that payment of the Licence Fee, shown in Item 7 of the Schedule, by the Licensee shall constitute acceptance by the Licensee of this Licence and shall constitute an undertaking by the Licensee that the Licensee shall comply with the terms and conditions of this Licence.

**NOTE:**

- |          |  |
|----------|--|
| <b>1</b> | <b><i>This licence is not valid until payment of the Licence Fee shown in Item 7 of the Schedule is received by the Department of Natural Resources and Environment.</i></b>                               |
| <b>2</b> | <b><i>This Licence is an important document and should be stored in a secure and safe place. It will be needed if you sell your property. In the event of loss, a replacement fee will be charged.</i></b> |

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**LICENCE SCHEDULE**

**Licence No.** 1109402  
**Licensor** Minister for Environment and Conservation  
**Licensee** JAMES ANGUS FRASER

**Address** RMB 9045

WANGARATTA 3678

**Commencement Date** 01 Oct 1999

**Term** 5 Years

**Licence Fee** \$80.00

**Payable** Full

**Licensed Land** All that land being:

RURAL CITY OF WANGARATTA.  
 WATER FRONTAGE TO THE KING RIVER BEING PART OF CROWN ALLOTMENT 1B  
 ABUTTING LOT 2 OF PS 3370778 BEING THE SOUTHERN PORTION OF CROWN ALLOTMENT 1A, SECTION 27.  
 PARISH OF LACEBY.

AS INDICATED BY SHADING, HATCHING OR COLOUR ON ATTACHED PLAN.

0. **Area (Ha)** 2.0000
1. **Powers under which land is granted** Section 130 Land Act 1958
2. **Specified Purpose** Grazing
3. **Statutory and other Conditions**

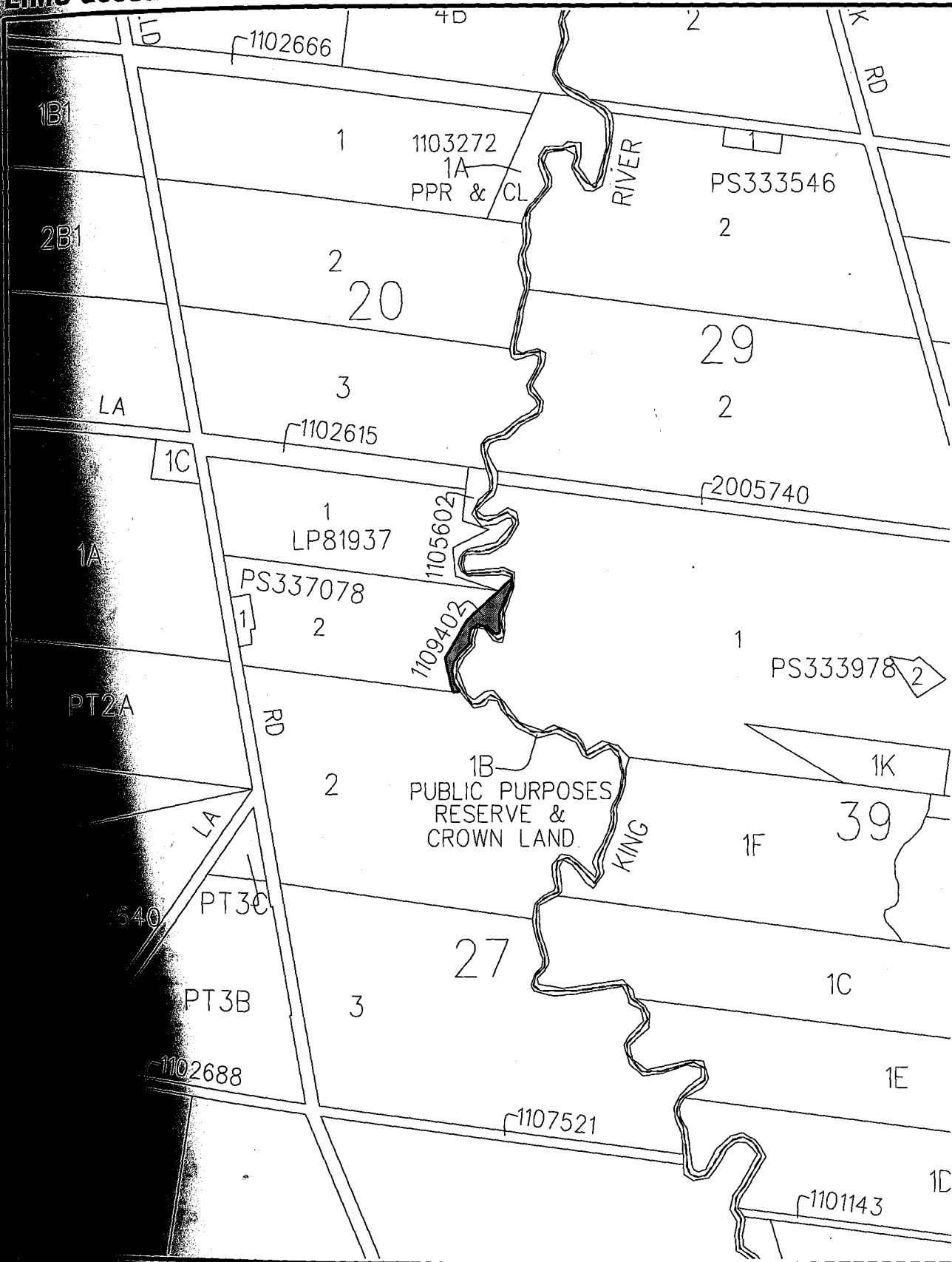
The Licensee must erect and maintain a stile, gate or some other suitable means of pedestrian access in any fence or fences on or around the licensed land except any fence between the licensed land and adjoining private land; and must not erect or permit to remain erected on the licensed land or on any fence across the licensed land any signs that purport or convey that public pedestrian access to the licensed land is restricted in any way; and acknowledges that pursuant to Section 401A of the *Land Act 1958* any person may enter and remain on the licensed land for recreational purposes (except camping) and the Licensee must not do anything to suggest or convey to any person that he or she may not enter the licensed land for this purpose.

4. **Special Conditions**

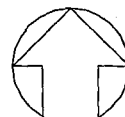
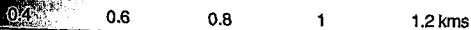
THE LICENCEE SHALL ERECT AND MAINTAIN A STILE UNLOCKED WICKET GATE OR SOME OTHER MEANS OF PEDESTRIAN ACCESS IN ANY FENCING ACROSS THE LICENCED FRONTAGE.

# LIMS account 1109402

Parish(es) of LACEBY (2953)



Cadastral map base prepared by the Office of Geographic Data Coordination.



## LICENCE CONDITIONS

### 1 **Grant**

The rights conferred by this Licence are non-exclusive, do not create or confer upon the Licensee any tenancy or any estate or interest in or over the licensed land or any part of it, and do not comprise or include any rights other than those granted or to which the Licensee is otherwise entitled by law.

### 2 **Licensee's Obligations (Positive)**

The Licensee **Hereby Covenants** with the Licensor that during the term the Licensee will:-

#### 2.1 **Licence fee**

Duly and punctually pay or cause to be paid the licence fee to the Licensor at the payment address advised by the Licensor from time to time on the days and in the manner provided in Item 8 of the Schedule without demand, deduction, set-off or abatement.

#### 2.2 **Rates and Taxes**

2.2.1 Duly and punctually pay as and when they respectively fall due all rates and taxes on the licensed land.

2.2.2 If requested to do so by the Licensor, produce receipts to the Licensor evidencing payment of the rates and taxes.

2.2.3 Duly and punctually pay to the Licensor at the same time and in the same manner as the licence fee is payable to the Licensor (or as otherwise notified to the Licensee by the Licensor) under clause 2.1 above the amount of any GST payable on or in relation to this licence and/or the rent payable thereunder or that becomes payable by the Licensor during the period covered by the fee.

#### 2.3 **Indemnity**

Indemnify the Crown in respect of any claim or liability for property damage and/or injury or death of any person which arises directly or indirectly out of negligence, tort, contract, or breach of a statutory duty by the Licensee or any associated party consequential to the use or occupation of the licensed land, including, but without restricting the generality of the foregoing, the pollution or contamination of land or water, and any costs, charges and expenses incurred in connection therewith.

#### 2.4 **Maintenance**

2.4.1 Throughout the term keep the licensed land in good order and condition and the improvements (if any) on it in good order and condition having regard to their condition at the commencement date or, if constructed or added to the licensed land after the commencement date, at the date of such construction or addition as the case may be and in particular but without restricting the generality of the foregoing will:-

2.4.1.1 Keep the licensed land free of pest animals and weeds;

2.4.1.2 Remedy every default of which notice is given by the Licensor to the Licensee within a reasonable time specified in the notice but in any event the time specified in the notice will not be less than 14 days.

#### 2.5 **Fire Protection Works**

Undertake all fire protection works on the licensed land required by law to the satisfaction of the Licensor and the responsible fire Authority

#### 2.6 **Condition at Termination**

On expiry or prior determination of this Licence return the licensed land to the Licensor in good order and condition and otherwise in accordance with the Licensee's obligations.

#### 2.7 **Notice of Defects and other matters**

2.7.1 Give the Licensor prompt notice in writing of any accident to or defect in the licensed land and of any circumstances likely to cause any damage risk or hazard to the licensed land or any person on it;

2.7.2 Give to the Licensor within 7 days of its receipt by the Licensee a true copy of every notice, proposal or order given, issued or made in respect of the licensed land and full details of the circumstances of it;

2.7.3 Without delay take all necessary steps to comply with any notice, proposal or order referred to in paragraph 2.7.2 with which the Licensee is required to comply; and

2.7.4 At the request of the Licensor make or join with the Licensor in making such objections or representations against or in respect of any notice, proposal or order referred to in paragraph 2.7.2 as the Licensor deems expedient.

#### 2.8 **Compliance with Law**

Comply at the Licensee's cost with the provisions of all statutes, regulations, local laws and by-laws relating to the licensed land and all lawful orders or direction made under them;

## **2.9 Compliance with Directions**

- 2.9.1** At the Licensee's cost forthwith comply with any written direction given by the Secretary during the term as to the:-
- 2.9.1.1** grazing or management of the licensed land (including fencing), or the number and type of stock which may be depastured on the licensed land;
  - 2.9.1.2** frequency, timing and method of cultivation;
  - 2.9.1.3** water supply and other improvements;
  - 2.9.1.4** reclamation of eroded areas and land degradation; or
  - 2.9.1.5** retention or clearance of native vegetation.

## **2.10 Arrears and Interest**

- 2.10.1** Pay to the Licensor:-
- 2.10.1.1** on any moneys payable by the Licensee to the Licensor and outstanding for thirty (30) days or on any judgment for the Licensor in an action arising under the Licence, interest at the penalty rate of interest for the time being made payable under the *Penalty Interest Rates Act 1983* computed from the date the moneys or judgment became payable until all moneys (including interest on them) are paid in full;
  - 2.10.1.2** on demand all the Licensor's legal costs and disbursements payable in respect of or in connection with any assignment of this Licence or under-licensing of the licensed land, any surrender of this Licence, the giving of any consent by the Licensor or any failure by the Licensee to perform and observe this Licence, or any deed or other document executed in connection with this Licence.

## **2.11 Further Conditions**

Comply with the Statutory and other Conditions contained in Item 13 of the Schedule and with the Special Conditions contained in Item 14 of the Schedule.

## **3 Licensee's Obligations (Negative)**

The Licensee **Hereby Covenants** with the Licensor that during the term the Licensee will not -

### **3.1 Use of Licensed land**

Use the licensed land for any purpose other than the specified purpose referred to in Item 12 of the Schedule or any additional purpose specified in Item 14 of the Schedule without first obtaining the Licensor's written consent which can be given or withheld at the absolute discretion of the Licensor or be given subject to conditions.

### **3.2 Allow rubbish**

Permit any rubbish to accumulate in or about the licensed land.

### **3.3 Hazardous Chemicals**

Keep any hazardous chemical on the licensed land without the Licensor's written consent which can be given or withheld at the absolute discretion of the Licensor or be given subject to conditions.

### **3.4 Burning**

Undertake any burning of vegetation or any other matter on the licensed land without first obtaining any necessary permit and the written approval of the Licensor which can be given or withheld at the absolute discretion of the Licensor or be given subject to conditions PROVIDED HOWEVER that the consent of the Licensor is not required for the burning of crop stubble.

### **3.5 Assignment**

Without first obtaining the written consent of the Licensor assign, under-license, mortgage, or charge this Licence or part with or share possession of the licensed land or any part of it.

### **3.6 Licensor's Entry**

**3.6.1** Prevent, attempt to prevent or in any other way hinder, obstruct or permit the hindrance or obstruction of the Licensor or the Licensor's employee or agent at any time from entering and remaining on the licensed land either with or without motor vehicles or other equipment for any purpose and in particular, but without restricting the generality of the foregoing, for any of the following purposes:-

- 3.6.1.1** retaking or attempting to retake possession of the licensed land;
- 3.6.1.2** inspection; or
- 3.6.1.3** any other lawful purpose.

### **3.7 Void insurance**

Do or allow anything to be done which might result in any insurance's relating to the licensed land becoming void or voidable or which might increase the premium on any insurance.

**3.8 Cultivation and Use of Licensed land**

- 3.8.1 Without the Licensor's prior written approval, which can be given or withheld at the absolute discretion of the Licensor or be given subject to conditions, :-
  - 3.8.1.1 fell, ringbark, injure, destroy or remove any living or dead vegetation (except weeds) or fallen timber on the licensed land;
  - 3.8.1.2 plough, cultivate, work, break up or remove soil or construct any earthworks on the licensed land;
  - 3.8.1.3 plant any vegetation, seed or crop on the licensed land; or
  - 3.8.1.4 apply fertilizer to the licensed land.

**3.9 Erection of Improvements**

Erect or permit the erection of any improvement on the licensed land without the Licensor's prior written approval, which can be given or withheld at the absolute discretion of the Licensor or be given subject to conditions.

**4 General Conditions**

**4.1 Termination upon Default**

If the Licensor is satisfied, after giving the Licensee a reasonable opportunity to be heard, that the licensee has failed to comply with any terms or conditions of the licence, the Licensor may, by notice published in the Government Gazette, declare that the licence is cancelled, and upon cancellation the licensee will not be entitled to any compensation whatsoever.

**4.2 Termination without Default**

- 4.2.1 In addition to and not in substitution for the power to cancel this Licence under clause 4.1, the Licensor may by giving to the Licensee at least 30 days' written notice to that effect cancel this Licence upon a date to be specified in that notice notwithstanding that there has been no breach by the Licensee of any term or condition of this Licence.
- 4.2.2 If the licence is terminated under this clause the Licensee is entitled to receive and will be paid by the Licensor a refund of an amount of the licence fee paid.
- 4.2.3 The amount of refund will be determined by the Licensor on a pro rata basis, taking into account any period of the licence remaining at the date of cancellation.
- 4.2.4 Except as provided in sub clause 4.2.2 above no compensation is payable in respect of the cancellation of the licence.

**4.3 Licensee's Improvements**

- 4.3.1 The Licensee's improvements shall remain the property of the Licensee.
- 4.3.2 On the cancellation or expiration of the Licence the Licensee must, within a period of time specified by the Secretary, remove all Licensee's improvements from the licensed land and forthwith make good all damage caused to the licensed land by the affixing, retention or removal of Licensee's improvements to the satisfaction of the Secretary.

**4.4 Secretary may remove and dispose of property**

If the Licence expires, or is cancelled under clauses 4.1 or 4.2, the Secretary may at the end of the period of time specified under Clause 4.3.2 remove the Licensee's chattels and improvements and store them at the Licensee's expense without being liable to the Licensee for trespass, detainue, conversion or negligence. After storing them for at least one month, the Secretary may sell or dispose of them by auction, private sale, gift, distribution or otherwise and apply the net proceeds towards the payment of any moneys owed by the Licensee to the Licensor.

**4.5 Licensor's/Secretary's Agents**

Every act or thing to be done, decision to be made or document to be signed pursuant to this Licence by the Licensor or the Secretary and not required by law to be done, made or signed by the Licensor or the Secretary personally may be done made or signed by any person to whom such power has been delegated by the Licensor or the Secretary.

**4.6 Notices**

Any notice consent or demand or other communication to be served on or given to the Licensee by the Licensor under this Licence shall be deemed to have been duly served or given if it is in writing signed by the Licensor and delivered or sent by pre paid post to the Licensee's address set out in Item 4 of the Schedule or to the latest address stated by the Licensee in any written communication with the Licensor.

**4.7 Review of Licence fee**

The licence fee, unless it has been paid in full for the term, will be reviewed by the Licensor every three years from 1st October 1997, and the reviewed fee shall commence on the day following the date fixed for each such review.

#### 4.8 **Debt recovery**

All moneys payable by the Licensee to the Licensor under this Licence are recoverable from the Licensee as liquidated debts payable on demand.

### 5 **Definitions**

Unless inconsistent with the context or subject matter each word or phrase defined in this clause has the same meaning when used elsewhere in the licence.

“**commencement date**” means the date described in Item 5 of the Schedule and is the first day of the term;

“**Crown**” means the Crown in right of the State of Victoria and includes the Secretary and each employee and agent of the Crown or the Secretary;

“**GST**” means a goods and services tax within the meaning of the *A New Tax System (Goods and Services Tax) Act 1999*.

“**Department**” means the Department of Natural Resources and Environment or its successor in law;

“**flora**” has the same meaning as in the *Flora and Fauna Guarantee Act 1988*;

“**hazardous chemical**” includes gas, inflammable liquid, explosive substance, pesticide, herbicide, fertilizer and other chemicals;

“**improvement**” includes building, dam, levee, channel, sign, permanent fence, or other structure and any addition to an existing improvement;

“**licensed land**” means the land described in Item 9 of the Schedule;

“**Licence fee**” means the licence fee described in Item 7 of the Schedule as varied during the term;

“**Licensee**” means the person named in Item 3 of the Schedule and includes the permitted assigns and successors in law to a Licensee;

“**Licensee’s Improvements**” includes growing crop, building, structure, sign, fence and any other structural improvement including dam, levee, channel or any other earthworks but does not include any such improvement shown in Item 14 of the Schedule as being or becoming the property of the Licensor.

“**Licensor**” means the Minister of the Crown for the time being administering Division 8 of Part 1 of the *Land Act 1958* or such other Minister of the Crown or Government Authority to whom responsibility for this Licence may at any time be given;

“**person**” includes a body corporate as well as an individual;

“**pest animals**” has the same meaning as in the *Catchment and Land Protection Act 1994*;

“**rates and taxes**” means all existing and future rates (including excess water rates and any special rates or levies) taxes, charges, tariffs, assessments, impositions and outgoings whatsoever now or at any time imposed, charged or assessed on or against the licensed land or the Licensor or the Licensee or payable by the owner or occupier of the licensed land;

“**schedule**” means the schedule to this Licence;

“**Secretary**” means The Secretary to the Department of Natural Resources and Environment, the body corporate established under the *Conservation, Forests and Lands Act 1987*;

“**sign**” includes names, advertisements and notices;

“**soil**” includes gravel, stone, salt, guano, shell, sand, loam and brick earth;

“**term**” means the period of time set out in Item 6 of the Schedule, as and from the commencement date;

“**weeds**” include noxious weeds within the meaning of the *Catchment and Land Protection Act 1994*, and prescribed flora within the meaning of the *Flora and Fauna Guarantee Act 1988*;

“**writing**” includes typewriting, printing, photography, lithography and other modes of representing or reproducing words in a visible form and “written” has a corresponding meaning.

### 6 **Interpretations**

6.1 A reference importing the singular includes the plural and vice versa.

6.2 The index and headings are included for ease of reference and do not alter the interpretation of this Licence.

6.3 If any day appointed or specified by this Licence falls on a Saturday, Sunday or a day appointed under the *Public Holidays Act 1993* as a holiday for the whole day the day so appointed or specified is deemed to be the first day succeeding the day appointed or specified which is not a Saturday, Sunday or day appointed as a holiday.

6.4 References to an Act of Parliament or a section or schedule of it shall be read as if the words “or any statutory modification or re-enactment thereof or substitution therefor” were added to the reference.

6.5 If the Licensee comprises more than one person, the covenants and agreements contained in this Licence shall be construed as having been entered into by, and are binding, both jointly and severally on all and each of the persons who constitute the Licensee.

6.6 References to clauses, sub-clauses and Items are references to clauses, sub-clauses and Items of this Licence respectively.