

Contract of Sale

81-117 Burrows Road, Swan Bay VIC 3225

IMPORTANT NOTICE TO PURCHASERS OF PROPERTY

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

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

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

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

Exceptions

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

- you bought the property at a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor 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.

CONTRACT OF SALE OF PROPERTY

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

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.

SIGNING 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.

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 a 'section 32 statement' (or a 'vendor's statement') required to be given by a vendor under Section 32 of the *Sale of Land Act 1962* (Vic).

Signed by purchaser:

..... Date:

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

.....

State nature of authority, if applicable:

On behalf of, if applicable:

Signed by vendor:

..... Date:

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

.....

State nature of authority, if applicable:

On behalf of, if applicable:

The **Day of Sale** is the date by which both parties have signed this contract.

Particulars of Sale

Vendor's estate agent

Name: Elders Geelong

Address: Suite 15, 400 Pakington Street, Newtown VIC 3220

Telephone: 03 5225 5000

Email: peter.lindeman@elders.com.au

Vendor

Name: Sally Jane Watson

Address: 76 Ocean Road, Point Lonsdale VIC 3225

Vendor's legal practitioner or conveyancer

Name: Redman Lynch

Address: 79 Gheringhap Street, Geelong VIC 3220

Telephone: 03 4245 2020

Email: dimitra.galanbakis@redmanlynch.com.au

Purchaser

Name:

Address:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Telephone:

Email:

Land

The land is described in the table below.

Certificate of Title reference	Lot	on
Volume / Folio 10047 / 287	1	Title Plan 179463T

If no title or plan references are recorded in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement. The land includes all improvements and fixtures.

Property

The address of the land is:

81-117 Burrows Road, Swan Bay VIC 3225

Goods

The goods sold with the land are:

All electric light fittings and window furnishings, including:

- security cameras and equipment; and
- septic tank,

but excluding:

- pallet racking;
- Davis weather station; and
- WIFI equipment.

Payment

Price	\$	
Deposit	\$	payable on the date the purchaser signs this contract
Balance	\$	payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked.

Bank guarantee

☐ General condition 16 applies only if the box is checked.

GST

- ☐ GST (if any) must be paid in addition to the price if the box is checked.
-
- ☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked.
-
- ☐ This sale is a sale of a 'going concern' if the box is checked.
-
- ☐ The margin scheme will be used to calculate GST if the box is checked.
-

Settlement due date

Settlement is due on _____

Lease

- ☐ At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to.
-

The details of the lease(s), if any, are as follows:

Terms contract

- ☐ This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* (Vic) if the box is checked.
-

Loan

- ☐ This contract is subject to a loan being approved and the following details apply if the box is checked:
-

The details of the loan approval, if any, are as follows:

Lender: _____ (or another lender chosen by the purchaser)

Loan amount: no more than \$ _____ Approval date: _____

Building report

☐ General condition 21 applies only if the box is checked.

Pest report

☐ General condition 22 applies only if the box is checked.

Special conditions

☒ This contract is subject to special conditions if the box is checked.

GST Withholding Notice

The vendor gives notice to the purchaser that the purchaser is not required to make a payment under section 14-250 of the *Tax Administration Act 1953* (Vic).

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

- 1.1 In this general condition “electronic signature” means a digital signature or a visual representation of a person’s handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and “electronically signed” has a corresponding meaning.
- 1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. 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.

3. GUARANTEE

The vendor may require all directors of the purchaser to guarantee the purchaser’s performance of this contract if the purchaser is a proprietary limited company.

4. LIABILITY OF SIGNATORY

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser’s obligations under this contract.

Title

5. ENCUMBRANCES

- 5.1 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, exceptions and conditions in the crown grant; and
 - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.

SEPTEMBER 2025

- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 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 a 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.
- 6.4 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 directly and currently 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.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act 1993* (VIC) 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* (VIC) and regulations made under the *Building Act 1993* (VIC).
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* (VIC) have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

- 7.1 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.
- 7.2 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.

8. SERVICES

- 8.1 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.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

The vendor must obtain any necessary consent or licence required for the vendor to sell the property. 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.

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the digital duties form or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 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.
- 11.2 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 11.4, 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.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 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.
- 11.5 Subject to general condition 11.6, 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 predominantly 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.
- 11.6 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 11.5 if—
- (a) the personal property is of a kind that may or must be described by 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.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(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.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(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.
- 11.11 At least 21 days before the due date for settlement the purchaser must notify the vendor of any registered security interest which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser notifies the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide a notification under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 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.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.

- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009 (Cth)* have the same meaning in general condition 11 unless the context requires otherwise.

12. DOMESTIC BUILDING INSURANCE

The vendor will provide any current domestic building insurance required pursuant to section 43B of the *Domestic Building Contracts Act 1995 (Vic)* in the vendor's possession relating to the property if requested in writing to do so at least 14 days before settlement.

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958 (Vic)* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958 (Vic)*.
- 13.3 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.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 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.
- 13.6 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.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958 (Vic)*.

Money

14. DEPOSIT

- 14.1 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.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so. The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.4 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962 (Vic)* 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.
- 14.5 Payment of the deposit may be made or tendered -
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed -
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter. Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

- 14.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.9 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.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 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.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 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 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 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 general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general 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 any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 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 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 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 general condition 16.4.
- 16.6 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 general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

17.1 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.

17.2 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.

17.4 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 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.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. For the purposes of any electronic transactions legislation (only) the workspace is an electronic address for the service of notices and for written communications.

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

18.7 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 general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

If, after locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred during the hours that the settling ELNO operates in the State of Victoria.

18.8 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.

18.9 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 lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods with the land) 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
- (d) 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 lodgement network operator of settlement.

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 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:

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable 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
- (c) 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 part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) 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.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser unless the margin scheme applies.

19.4 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.

19.5 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.

19.6 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.

19.7 In these general condition:

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
- (b) 'GST' includes penalties and interest.

20. LOAN

20.1 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.

20.2 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, together with written evidence of rejection or non-approval of the loan, 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.

20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from –
 - (i) a registered surveyor;
 - (ii) a registered building inspector;
 - (iii) a registered domestic builder; or
 - (iv) an architect,
 Which is –
 - (v) prepared in compliance with Australian Standard AS 4349.1-2007
 - (vi) identifies a current defect in a structure on the land; and
 - (vii) the author states is a major defect.
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general 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.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 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 inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards of Australia and which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general 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.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 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 adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the basis: a vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23 if requested by the vendor.
- 23.4 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* (Vic) applies.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Tax Act* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 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 Tax Act. The specified period in the clearance certificate must include the actual date of settlement.

- 24.3 The remaining provisions of this general condition 24 only apply 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 Tax Act ("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.
- 24.4 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.
- 24.5 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.
- 24.6 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 and 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.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Tax Act must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 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 Tax Act - 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.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the Tax Act or in the GST Act 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.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the Tax Act at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Tax Act, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the Tax Act 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 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 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 tax Act. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

- 25.6 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.
- 25.7 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.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 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 Tax Act, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, 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.
- 25.10 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 to the Tax Act. 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.
- 25.11 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 Tax Act 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 *Tax Act* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 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 any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a 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 Tax Act.
- 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.

Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

- 27.1 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.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] 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.
- 27.3 A document is sufficiently served:
 - (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized 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.
- 27.4 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*.
- 27.5 Any written communication in the workplace of the electronic lodgement network does not constitute service of a notice other than a notice for the purposes of any electronic transactions legislation.
- 27.6 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

- 28.1 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.
- 28.2 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.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.
- 28.4 General condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962* (Vic) applies.

29. 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.

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962* (Vic) :
 - (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* (Vic); 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.

30.2 While any money remains owing and the purchaser is entitled to possession or receipt of the rents and profits, 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.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 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.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.

32. 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

33. INTEREST

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

34. DEFAULT NOTICE

- 34.1 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.
- 34.2 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.

35. DEFAULT NOT REMEDIED

- 35.1 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.
- 35.2 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.
- 35.3 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.
- 35.4 If the contract ends by a default notice given by the vendor or acceptance by the vendor of a repudiation by the purchaser -
- (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.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

Special Conditions

1 Definitions and interpretation

1.1 Definitions

In this contract the definitions set out below apply.

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

Business Day means a day which is not a Saturday, Sunday or a public holiday in Melbourne, Victoria.

Claim means any and all claims, actions, disputes, differences, demands, proceedings, accounts, interest, Costs (whether or not the subject of a court order), Loss, expenses and debts or liabilities of any kind (including those which are prospective or contingent and those the amount of which is not ascertained) of whatever nature and however arising, including (before or after the date of actual settlement) to make a claim against the Vendor, seek to withhold all or part of the Price, raise any objection, requisition, rescind or terminate this contract or seek to delay or avoid settlement of this contract.

Contaminated Land has the meaning it has in the *Environment Protection Act 2017* (Vic).

Cost means any cost, charge, expense, outgoing, payment, fee, liability or penalty of any kind, including any professional fees.

Disclosure Material means all information and materials relating in any way to the Property which were provided or made available to the Purchaser, its employees, advisers, consultants, agents or lawyers before the Purchaser signed this contract.

Environment includes:

- (a) ecosystems and their constituent parts, including people and communities;
- (b) natural and physical resources;
- (c) the qualities and characteristics of locations, places and areas;
- (d) heritage values of places; and
- (e) the social, economic and cultural aspects of a thing mentioned in paragraph (a), (b), (c) or (d).

Environmental Law means a law relating to the Environment, including:

- (a) a law relating to land use, planning, environmental assessment, heritage, protection, water catchments, pollution of land, air or waters, noise, soil or water contamination, chemicals and hazardous substances, the ozone layer, atmosphere or climate, waste, dangerous goods, building regulation, occupation of buildings and fire safety, public health, occupational health and safety, noxious trades and any aspect of the protection of the Environment, or the enforcement or administration of any of those laws; and
- (b) a cause of action at law which gives rise or may give rise to equitable relief or which results or may result in an award of damages, costs or compensation, where any aspect of the cause of action concerns directly or indirectly the Environment or the health or safety of persons.

Environmental Liability means any liability, obligation or Loss which arises directly or indirectly in connection with any contamination, pollution or waste from or including any solid, liquid, gas (including smoke, dust, fumes, odour), noise, heat, sound, vibration, radioactive matter, greenhouse gas substance, chemical substance, or any other matter, substance or thing which creates or may create a risk of harm to human health, the Property or the Environment or which makes or may make the Property otherwise environmentally degraded, including the following:

- (a) all Costs associated with undertaking any remediation or clean up of the Property whether or not ordered or required by any Authority;
- (b) any compensation, financial assurance or other monies that an Authority requires to be paid to any person under any Environmental Law for any reason;
- (c) all Costs incurred in complying with any Environmental Law; and
- (d) any Claim in connection with the Property being or alleged to be Contaminated Land.

FIRB Act means the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

General Conditions means the general conditions in this contract, appearing after the Particulars of Sale.

Goods means the goods described in the Particulars of Sale, if any.

Land means the land described in the Particulars of Sale.

Law means any law (including principles of law or equity established by decisions of courts) that applies in Victoria, and any rule, regulation, ordinance, order, by-law, local law, statutory instrument, control, restriction, direction or notice made under a law by any Authority.

Loss means a loss, Claim, action, damage, liability, Cost, charge, expense, penalty, compensation, fine or outgoing suffered, paid or incurred.

Particulars of Sale means the particulars of sale in this contract, appearing before the General Conditions.

Property means the property described in the Particulars of Sale.

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

Price means the price described in the Particulars of Sale.

Purchaser means the purchaser described in the Particulars of Sale.

Sale of Land Act means the *Sale of Land Act 1962* (Vic).

Unused Road Licence means Agricultural Licence No. 0701098 granted by Minister for Energy, Environment and Climate Change, as licensor, to the Vendor, as licensee.

Vendor means the vendor described in the Particulars of Sale.

Vendor's Estate Agent means the estate agent of the Vendor described in the Particulars of Sale, if any.

Vendor's Statement means the statement made under section 32 of the Sale of Land Act, a copy of which is attached to this contract.

The definitions "Land" and "Property" are used intermittently throughout this contract; however, they all mean the property sold pursuant to this contract.

1.2 Interpretation

In this contract:

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

is a reference to the body which replaces it or which substantially succeeds to its powers and functions;

- (o) a reference to a time is a reference to the time in Victoria;
- (p) a reference to "A\$", "\$A", "dollar" or "\$" is Australian currency;
- (q) specifying anything after the words "include" or "for example" or similar expressions does not limit what else is included; and
- (r) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

2 General Conditions

2.1 Inconsistency

The Purchaser and the Vendor agree that if there is any inconsistency between:

- (a) the provisions of the General Conditions and these special conditions then, except in the case of manifest error, to the extent of any inconsistency the provisions of these special conditions shall prevail and have priority;
- (b) special condition 2.2 and any other special condition then, except in the case of manifest error, to the extent of any inconsistency the provisions of any other special conditions shall prevail and have priority over special condition 2.2;
- (c) special condition 2.3 and any other special condition then, except in the case of manifest error, to the extent of any inconsistency the provisions of any other special conditions shall prevail and have priority over special condition 2.3; and
- (d) special condition 2.4 and any other special condition then, except in the case of manifest error, to the extent of any inconsistency the provisions of any other special conditions shall prevail and have priority over special condition 2.4.

2.2 Deletions

Without limiting the specific provisions of any other special condition, the Purchaser and the Vendor agree that the General Conditions are varied by deletion as follows:

- (a) General Condition 4 is deleted.
- (b) General Condition 12 is deleted.
- (c) General Condition 31.4 is deleted.
- (d) General Condition 31.5 is deleted.
- (e) General Condition 31.6 is deleted.

2.3 Amendments

Without limiting the specific provisions of any other special condition, the Purchaser and the Vendor agree that the General Conditions are varied by amendment as follows:

- (a) General Condition 3 is amended to read as set out in italics below.

3 ***GUARANTEE***

- 3.1 *If the purchaser is a proprietary limited company, the purchaser must on the day of sale provide the vendor with a guarantee and indemnity, in the form at Annexure A – Guarantee & Indemnity to this contract, signed by each director of the purchaser.*
- 3.2 *If the purchaser nominates a substitute or additional purchaser and the nominee is a proprietary limited company, the purchaser must on the day of nomination provide the vendor with a guarantee and indemnity, in the form at Annexure A – Guarantee & Indemnity to this contract, signed by each director of the nominee.*

(b) General Condition 6.6 is amended to read as set out in the italics below.

6.6 *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 or disclosed in the statement required to be given by the vendor under section 32 of the Sale of Land Act 1962, those materials were new, unless otherwise stated in this contract or disclosed in the statement required to be given by the vendor under section 32 of the Sale of Land Act 1962; 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.*
- (d) *The purchaser may not delay settlement, make a claim or take proceedings for breach of any warranties (set out in section 137C of the Building Act 1993 and general conditions 2.6(a), (b) and (c) of this contract), if the breach was known or ought reasonably to have been known to the purchaser to exist at the time this contract was signed by the purchaser.*

(c) General Condition 11 is amended to read as set out in italics below.

11. RELEASE OF SECURITY INTEREST

The purchaser agrees that the vendor is not required at any time to take any action to obtain any:

- (a) *release from any secured party releasing a security interest in respect of the property or the goods;*
- (b) *statement in writing in accordance with section 275(1)(b) of the Personal Property Securities Act 2009 setting out the amount or obligation that is secured is "nil" at the settlement date; or*
- (c) *written approval or correction in accordance with section 275(1)(c) of the Personal Property Securities Act 2009 indicating that, on the settlement date, the personal property included in the contract is not or will not be property in which the relevant security interest is granted.*

(d) General Condition 17.1(b)(i) is amended to read as set out in the box below.

- (i) *provide all title documents necessary to enable the purchaser to become the registered proprietor of the land; and*

(e) General Condition 28.3 is amended to read as set out in italics below.

28.3 *The purchaser may enter the property at reasonable times and following prior written notice to the vendor to comply with that responsibility where action is required before settlement. The purchaser must use its reasonable endeavours not to disrupt the use and occupation of the property by the vendor and indemnifies the vendor for any loss or damage suffered by the vendor as a consequence of the purchaser exercising its rights under this general condition.*

(f) General Condition 33 is amended to read as set out in italics below.

33. INTEREST

Interest at a rate of 4% per annum plus the rate for the time being fixed by section 2 of the Penalty Interest Rates Act 1983 is payable at settlement on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

(g) The opening paragraph of General Condition 35.4 is amended to read as set out in italics below.

35.4 *If the contract ends by a default notice given by the vendor or if the contract ends when the vendor accepts a repudiation by the purchaser and terminates the contract:*

(h) General Condition 35.4(a) is amended to read as set out in italics below.

(a) *a deposit equal to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether a deposit equal to 10% of the price has been paid or not; and*

2.4 Conditional variations

If the Price is less than \$10,000,000.00, without limiting the specific provisions of any other special condition, the Purchaser and the Vendor agree that the General Conditions are varied by amendment as follows:

(a) General Condition 23 is amended to include a new provision, General Condition 23.4, which reads as set out in italics below.

23.4 *For the purposes of this general condition 23, the expression 'periodic outgoings' does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.*

(b) General Condition 28 is further amended to include new provision, General Condition 28.5, which reads as set out in italics below.

28.5 *General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.*

3 Purchaser acknowledgements and warranties

3.1 Contract and Vendor's Statement

Prior to the signing of this contract, the Purchaser acknowledges (and warrants to, and for the benefit of the Vendor) that:

- (a) it received:
 - (i) a copy of this contract; and
 - (ii) a copy of the Vendor's Statement,
 before paying any money or signing any document in relation to this sale;
- (b) the Purchaser was given an opportunity to read and consider the terms and conditions in this contract;
- (c) the Purchaser had an opportunity to seek legal and other professional advice on the terms and conditions in this contract; and
- (d) the Vendor and / or the Vendor's Estate Agent advised the Purchaser that the Purchaser had the right to negotiate the terms of this contract.

3.2 Purchaser's due diligence

The Purchaser acknowledges (and warrants to, and for the benefit of, the Vendor) that:

- (a) it has had sufficient opportunity to carry out due diligence on the Property and has satisfied itself in connection with the matters arising from it before signing this contract;
- (b) it has only relied on its own due diligence, investigations and enquiries in connection with all matters which affect or which may affect the Property when entering into this contract, including:

- (i) the nature, condition, quality or state of repair of the Property, including any dilapidation, infestation or defect (patent or latent) which may affect the Property
 - (ii) the use and purposes for which the Property can be put;
 - (iii) the suitability or fitness of the Property for any purpose;
 - (iv) whether the Property complies with any laws and requirements of Authorities and any non-compliance, including Environmental Laws;
 - (v) the benefits and obligations relating to the Property;
 - (vi) the financial return or income to be derived at any time from the Property and expenses that may be incurred in connection with the Property;
 - (vii) the means or adequacy of access to the Property;
 - (viii) the zoning and planning restrictions on the Property;
 - (ix) the Planning Permit and any documents referenced in the Planning Permit;
 - (x) the Conservation Management Plan (Part A and Part B);
 - (xi) the description and particulars of the Land and title;
 - (xii) any encroachment by the Property or upon the Property;
 - (xiii) whether the Property is Contaminated Land, or the presence of asbestos, combustible cladding, hazardous substances, waste, pollution or contamination in, on or under the Property or which affects the Property in any way;
 - (xiv) the existence of any claim, grant, notice, order or declaration in connection with native title;
 - (xv) the condition, existence (or non-existence) or availability of services;
 - (xvi) any fixtures or their ownership; and
 - (xvii) the Purchaser's entitlement (if any) to claim income tax deductions in connection with those items included in the sale which are depreciating assets (as that term is defined in section 40-30 of the *Income Tax Assessment Act 1997* (Cth)) or in connection with the cost of capital works which form part of the Property; and
- (c) except has provided in General Condition 6, neither the Vendor or any other person acting on the Vendor's behalf, makes any representation of warranty about any matter which affects or which may affect the Property.

3.3 'As is, where is' basis of sale

The Purchaser accepts the Property in its present condition and state of repair and otherwise on an "as is, where is" basis.

3.4 Encumbrances

The Purchaser acknowledges and agrees that it purchases the Property subject to:

- (a) all registered and any unregistered and implied easements, covenants and restrictive covenants (if any) affecting the Land including those disclosed in the Vendor's Statement;

- (b) the requirements of the Planning Permit; and
- (c) all Laws applicable to the Property.

3.5 Disclosure Material

The Purchaser acknowledges and agrees that:

- (a) the Vendor has made the Disclosure Material available to the Purchaser;
- (b) it has examined the Disclosure Material and has satisfied itself in connection with the matters arising from or relating to it;
- (c) neither the Vendor nor or any other person acting on the Vendor's behalf, makes any representation or warranty about any Disclosure Material (including as to its accuracy, currency, reliability or completeness); and
- (d) unless this contract expressly states otherwise, neither the Vendor nor any other person acting on the Vendor's behalf, assumes liability for anything contained in (or omitted from) the Disclosure Material.

3.6 Purchaser accepts Environmental Liability

To the extent the law permits, the Purchaser, from the Contract Date:

- (a) accepts all Environmental Liability relating to or arising from the Property;
- (b) must not, at any time, take any action or make any Claim against the Vendor for any Environmental Liability;
- (c) releases the Vendor from, and agrees the Vendor is not liable for, any Environmental Liability relating to or arising from the Property; and
- (d) indemnifies the Vendor against, and agrees to reimburse and compensate it for, all Loss the Vendor suffers or incurs in respect of any Environmental Liability relating to or arising from the Property.

3.7 Swan Bay Catchment Grant Program

- (a) The Purchaser acknowledges that the Vendor has been approved for funding under the "*Swan Bay Catchment Grant Program 2025/26*" for targeted weed control works in Zone 1, as described in the Conservation Management Plan (Part A and Part B), copies of which are attached to the Vendor's Statement.
- (b) The Purchaser acknowledges that the City of Greater Geelong and its engaged contractors may enter Zone 1 from time to time to conduct the funded weed control works at no cost to the Vendor.
- (c) The Vendor is not required to undertake any works, incur any cost, or enter into any agreement in relation to the grant or the weed control works.
- (d) After Settlement, the Purchaser is solely responsible for the Conservation Management Plan (Part A and Part B), including providing all consents, permissions and cooperation required by the City of Greater Geelong or its contractors to allow them to enter the Property and complete the funded weed control works.

3.8 No Claim or right

Without limiting any clause in this contract preventing the Purchaser from making a Claim, requisition or objection, and unless this contract expressly states otherwise, the Purchaser may

not make a Claim (including a claim for damages or compensation), requisition or objection, deduct or retain any amount, delay settlement, or rescind or terminate this contract:

- (a) because of anything described in clauses 3.1, 3.2, 3.3, 3.4, 3.5 and 3.7.
- (b) because of anything which arises directly or indirectly from or relates to the condition of the Property on or before settlement; or
- (c) because of the quality of any Goods.

3.9 No reliance

The Purchaser acknowledges and agrees that it has entered into this contract without relying on the Vendor or any other person acting on the Vendor's behalf or on any representation, warranty, statement, undertaking or conduct of any kind made by any of them, except the warranties given by the Vendor under General Condition 6.

3.10 Exclusion of terms

Except as provided in this contract, all terms, conditions, warranties and statements (whether implied, written, oral, collateral, statutory or otherwise) are excluded and the Vendor disclaims all liability in connection with them, to the maximum extent the law permits.

4 Purchaser, corporate / trust

4.1 Corporate

If the Purchaser is or includes a corporation not listed on the Australian Stock Exchange Limited (ACN 008 624 691), then:

- (a) each person who signs this contract on behalf of that corporation warrants that they are duly authorised to sign this contract on behalf of the Purchaser and is not prevented from doing so by any legal or other disability; and
- (b) the Purchaser represents and warrants to the Vendor that:
 - (i) if the Purchaser is an Australian corporation, it is duly incorporated under the Corporations Act and, if the Purchaser is a foreign corporation, that it is duly incorporated pursuant to the laws of its country of registration;
 - (ii) the consent or licence of any person or body is not required for the Purchaser to enter this contract or to purchase the Land; and
 - (iii) the Purchaser is duly empowered to enter this contract and is not prevented from entering into this contract for any reason whatsoever including by reason of any trust, charge or undertaking.

4.2 Trust

- (a) If the Purchaser is, or is acting in the capacity of, a trustee, then the Purchaser enters this contract both in its individual capacity and in its capacity as trustee of the relevant trust (**Trust**) and all agreements, warranties and obligations of the Purchaser in this contract bind the Purchaser in both capacities.
- (b) The Purchaser warrants that:
 - (i) it is the only trustee of the Trust and no action has been taken or proposed to remove it as trustee of the Trust;
 - (ii) it is not in default under the terms of the Trust;

- (iii) it has the power and authority under the terms of the Trust to enter into and perform this contract including the power to purchase the Property;
- (iv) the entry into and performance of this contract is for the benefit of the beneficiaries of the Trust, whose consents (if necessary) have been obtained;
- (v) it has a right to be fully indemnified out of the Trust assets in respect of all of its obligations and liabilities incurred by it under this contract and the assets of the Trust are sufficient to satisfy that right; and
- (vi) pending settlement the Purchaser agrees not to:
 - (A) resign as trustee of the Trust or permit any substitute or additional trustee to be appointed;
 - (B) do anything which effects or facilitates the termination of the Trust;
 - (C) do anything which effects or facilitates the variation of the terms of the Trust;
 - (D) vest or distribute or advance any property of the Trust to any beneficiary or sell any of the property of the Trust except in the ordinary course of business; or
 - (E) do anything which effects or facilitates the resettlement of the Trust funds,

without the prior written consent of the Vendor. That consent may not be unreasonably withheld if a person reasonably satisfactory to the Vendor covenants with the Vendor before the relevant event, in a form reasonably required by the Vendor, to discharge all outstanding obligations of the Purchaser under this contract.

5 FIRB Act

- (a) The Purchaser warrants to (and for the benefit of) the Vendor that either:
 - (i) the FIRB Act does not apply to the acquisition of the Property; or
 - (ii) if the FIRB Act applies to the acquisition of the Property, either:
 - (A) the Treasurer (or his delegate) has provided a written no objection notification to the transaction contemplated by this contract either without conditions or with conditions acceptable to the Purchaser and the Vendor, (each acting reasonably); or
 - (B) following notice of the proposed acquisition of the Property having been given by the Purchaser to the Treasurer under the FIRB Act, the Treasurer has ceased to be empowered to make any order under Part 3 of the FIRB Act because the applicable time limit on making orders and decisions under the FIRB Act has expired.
- (b) A breach of the warranty set out in special condition 5(a), whether intentional or not, will constitute a breach of this contract.

6 Nomination of additional or substitute purchaser

6.1 Nomination

- (a) The Purchaser may nominate an additional or substitute purchaser if:
 - (i) this contract provides that the Property is sold to the Purchaser “and/or nominee”;
 - (ii) at least 10 Business Days before the Settlement Due Date, the Purchaser makes the nomination and delivers to the Vendor a notice nominating an additional or substitute purchaser that is signed by the Purchaser and the additional or substitute purchaser, which is in a form acceptable to the Vendor; and
 - (iii) in respect of the additional or substitute purchaser is either:
 - (A) the FIRB Act does not apply to the acquisition of the Property; or
 - (B) if the FIRB Act applies to the acquisition of the Property, either:
 - (1) the Treasurer (or her / his / their delegate) has provided a written no objection notification to the transaction contemplated by this contract either without conditions or with conditions acceptable to the Purchaser and the Vendor, (each acting reasonably); or
 - (2) following notice of the proposed acquisition of the Property having been given by the Purchaser to the Treasurer under the FIRB Act, the Treasurer has ceased to be empowered to make any order under Part 3 of the FIRB Act because the applicable time limit on making orders and decisions under the FIRB Act has expired.
- (b) The Purchaser acknowledges and agrees that any common law right of the Purchaser to nominate is expressly excluded from this contract.

6.2 Purchaser remains liable

The Purchaser remains liable under this contract even if the Purchaser nominates an additional or substitute purchaser.

6.3 Purchaser's indemnity

The Purchaser indemnifies the Vendor from and against any Claim or Loss arising out of or in connection with the nomination.

6.4 Additional or substitute purchaser guarantee

- (a) The Purchaser must procure that the additional or substitute purchaser unconditionally and irrevocably guarantees to the Vendor the performance of the Purchaser's obligations under this contract.
- (b) The Purchaser must on the day of nomination provide the Vendor with a guarantee and indemnity, in the form at Annexure A – Guarantee & Indemnity to this contract, signed by each director of the additional or substitute purchaser.

7 Purchaser's indemnity

The Purchaser indemnifies the Vendor from and against any Claim or Loss arising out of or in connection with any:

- (a) failure by the Purchaser to comply with any of its obligations under or arising out of this contract;
- (b) any breach of warranty by the Purchaser; or
- (c) act or omission that occurs after the settlement date concerning the Property.

8 Transfer of Licence

- (a) The Purchaser acknowledge that the Vendor is the licensee of land described as an unused road situated on the southern boundary the Property pursuant to the Unused Road Licence, a copy of which is included in the Vendor's Statement.
- (b) The Vendor agrees to do all acts, matters and things and to sign all documents reasonably required of them to assist the Purchasers in obtaining a transfer to the Purchasers or any other necessary application or other document shall be prepared by or on behalf of the Purchasers at the Purchasers' cost and the Purchasers shall be responsible for payment of transfer and other fees associated with the transfer of the Unused Road Licence or the granting of a new Unused Road Licence.
- (c) The licensee fee payable in respect to the Unused Road Licence will be adjusted at settlement.
- (d) The parties agree that neither this contract or settlement are conditional upon the transfer of the Unused Road Licence being actioned by the Department of Environment, Land, Water and Planning before settlement.

9 Wheat Crop

- (a) The standing wheat crop currently grown on the Property (the **Crop**) is excluded from this contract and remains the property of the Vendor.
- (b) The Vendor will use reasonable endeavours to harvest the Crop before the Settlement Date.
- (c) If the Crop has not been harvested by the Settlement Date, the Purchaser must allow (at the Vendor's cost, risk and liability in all respects) when requested to do so by the Vendor, the Vendor and its employees, agents and contractors to enter onto the Property at reasonable times for any purpose in connection with inspecting, maintaining and harvesting the Crop.
- (d) The Purchaser must not interfere with, hinder or delay the Vendor's harvesting activities, or damage or permit damage to the Crop.
- (e) The licence granted to the Vendor under clause 9(c) continues until the Crop has been fully harvested and removed from the Property.
- (f) The Purchaser acknowledges and agrees that the Property will remain in a condition of standing wheat stubble after harvest, and the Vendor is not required to undertake any further remediation, levelling or works.
- (g) The Purchaser may not make any Claim (including a claim for damages or compensation), requisition or objection, deduct or retain any amount, delay settlement,

or rescind or terminate this contract, because of anything which arises directly or indirectly from or relates to:

- (i) the existence of the Crop;
 - (ii) the harvesting or removal of the Crop; or
 - (iii) the condition of the Property before, during or after harvest.
- (h) When exercising its rights under this clause, the Vendor must:
- (i) take reasonable care to avoid damage to the Property;
 - (ii) use reasonable endeavours to minimise disruption to the Purchaser's use of the Property; and
 - (iii) complete harvesting and removal of the Crop as soon as reasonably practicable.
- (i) The Vendor must ensure, or procure that its contractors maintain, public liability insurance for an amount of not less than \$20 million per occurrence. The Vendor must provide the Purchaser with a certificate of currency upon request.

10 GST

- (a) Any reference in this special condition to a term defined or used in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) is, unless the context indicates otherwise, a reference to that term as defined or used in that Act.
- (b) The parties acknowledge that the Vendor is not registered, nor required to be registered, for GST and that the parties intend that the supply of the Property is not a taxable supply.
- (c) If, despite that intention, the Commissioner of Taxation determines that GST is held to be payable on the supply of the Property, the parties agree that:
 - (i) the sale is a sale of land on which a "farming business" is carried on, which the parties consider meets the requirements of section 38-480 of the GST Act; and
 - (ii) the checkbox in the Particulars of Sale confirming that the sale is of land on which a farming business is carried on and which the parties consider meets the requirements of section 38-480 is deemed to be checked for the purposes of General Condition 19.
- (d) To the extent the supply (or any part of it) does not satisfy the requirements of section 38-480 of the GST Act, the purchaser must pay to the vendor, in addition to the Price, an amount equal to the GST payable by the vendor in respect of the supply, consistent with General Condition 19.2(c).
- (e) This special condition does not limit the operation of General Condition 19.

11 Miscellaneous

11.1 Alterations

This contract may be altered only in writing signed by each party, or the legal practitioner or conveyancer of each party.

11.2 Approvals and consents

Except where this contract expressly states otherwise, a party may, in its discretion, give conditionally or unconditionally or withhold any approval or consent under this contract.

11.3 No merger, and survival

- (a) The rights and obligations of the parties under this contract do not merge on completion of any transaction contemplated by this contract.
- (b) Any indemnity or any obligation of confidence under this contract is independent and survives termination of this contract. Any other term by its nature intended to survive termination of this contract survives termination of this contract.

11.4 Entire agreement

This contract 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.

11.5 Further action

Each party must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this contract and any transactions contemplated by it.

11.6 Severability

A term or part of a term of this contract that is illegal or unenforceable may be severed from this contract and the remaining terms or parts of the term of this contract continue in force.

11.7 Waiver

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

11.8 Governing law and jurisdiction

This contract is governed by the law of Victoria and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria.

11.9 Counterparts

This contract may be executed in counterparts. All executed counterparts constitute one document.

11.10 Authority

Each party warrants to the other party that it has full authority and all necessary consents to enter and perform this contract.

11.11 Costs

Each party must pay its own costs of negotiating, preparing and executing this contract.

11.12 Stamp duty

Any stamp duty, duties or other taxes of a similar nature (including fines, penalties and interest) in connection with this contract or any transaction contemplated by this contract, must be paid by the Purchaser.

11.13 Time of the essence

Time shall remain the essence of this contract despite any waiver or indulgence granted by a non-defaulting party to the party in default.

Annexure A – Guarantee & Indemnity

Attached.

Guarantee & Indemnity

Contract

281-117 Burrows Road, Swan Bay VIC 3225
Property

Table of Contents

Date.....	1
Parties	1
Agreed Terms	2
1 Definitions and interpretation.....	2
2 Consideration	3
3 Representations and warranties	3
4 Guarantee	4
5 Payment under guarantee.....	4
6 Indemnity	4
7 Extent of guarantee and indemnity.....	5
8 Liability and rights not affected	5
9 Guarantor's rights waived.....	5
10 Guarantor's rights suspended	6
11 Reinstatement of guarantee.....	6
12 Power of attorney.....	6
13 Costs	6
14 Interest	7
15 Vendor's certificate.....	7
16 GST.....	7
17 Notice	7
18 Miscellaneous	8
Signing Page(s)	10

Date

Parties

GUARANTEE AND INDEMNITY BY:

Party		
	(<i>Guarantor</i>)	
Notice details	Address:	
	Email:	

TO:

Sally Jane Watson (*Vendor*).

This document is a deed poll. The Vendor has the benefit of, and is entitled to enforce, this document even though it is not a party to this document. In this document a reference to “Guarantor” is to all persons named as “Guarantor” jointly and each of them severally. Also, in this document a reference to “Vendor” includes its successors and permitted assignees.

Agreed Terms

1 Definitions and interpretation

1.1 Definitions

In this document the definitions set out below, together with any definitions in the Parties, apply.

Authority means any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, instrumentality, commission, authority, tribunal, agency, entity or official.

Business Day means a day which is not a Saturday, Sunday or a public holiday in Melbourne, Victoria.

Contract means the contract of sale entered, or to be entered, between the Vendor and the Purchaser for the sale and purchase of the Property.

Guaranteed Money means all money that the Purchaser is or may at any time be liable (actually, prospectively or contingently) to pay to the Vendor under or in connection with the Contract (including in connection with non-compliance with the Purchaser's obligations under the Contract) and includes money which the Purchaser would be liable to pay but for its insolvency.

Guarantor Assets means all debts and liabilities owed by the Purchaser to the Guarantor and any security the Guarantor holds over the Purchaser's assets.

Property means the property known as 81-117 Burrows Road, Swan Bay VIC 3225.

Purchaser means _____.

1.2 Interpretation

In this document:

- (a) headings, bold type, italics type and underline type are for convenience only and do not affect the interpretation of this document, except for words that are both bold type and italics type which denotes a defined term;
- (b) the singular includes the plural and the plural includes the singular;
- (c) words of any gender include all genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this document have a corresponding meaning;
- (e) an expression importing a person includes any company, partnership, joint venture, association, corporation or other body corporate and any Authority as well as an individual;
- (f) a reference to a clause, party, schedule, attachment, exhibit or plan is a reference to a clause of, and a party, schedule, attachment, exhibit or plan to, this document;
- (g) a reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them;
- (h) a reference to a document includes all amendments or supplements to, or replacements or novations of, that document;

- (i) a reference to a party to a document includes that party's successors and permitted assignees;
- (j) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (k) any agreement, representation, warranty or indemnity in favour of two or more persons (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (l) a reference to an agreement other than this document includes a deed and any legal enforceable undertaking, agreement, arrangement or understanding whether or not in writing;
- (m) a reference to liquidation or insolvency includes appointment of an administrator, compromise, arrangement, merger, amalgamation, reconstruction, winding-up, dissolution, deregistration, assignment for the benefit of creditors, insolvency, bankruptcy, or any similar procedure or, whether applicable, changes in the constitution of any partnership or person, or death;
- (n) no provision of this document will be construed adversely to a person because that person was responsible for the preparation of this document or that provision;
- (o) a reference to a body, other than a party to this document (including an institute, association or authority), whether statutory or not:
 - (i) which ceases to exist; or
 - (ii) whose powers and functions are transferred to another body,
 is a reference to the body which replaces it or which substantially succeeds to its powers and functions;
- (p) a reference to a time is a reference to the time in Victoria;
- (q) a reference to "A\$", "\$A", "dollar" or "\$" is Australian currency;
- (r) specifying anything after the words "include" or "for example" or similar expressions does not limit what else is included; and
- (s) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

1.3 Document components

This document includes the Date, the Parties, the Agreed Terms and the Signing Page(s).

2 Consideration

The Guarantor gives this guarantee and this indemnity, and enters this document, in consideration of the Vendor agreeing to enter the Contract at the Guarantor's request.

3 Representations and warranties

The Guarantor represents and warrants to the Vendor that:

- (a) it had been given a copy of the Contract, and has had the opportunity to consider its provisions, before entering this document;
- (b) it had been given the opportunity to:
 - (i) read and consider the provisions of this document; and
 - (ii) seek legal and other professional advice on the provisions of this document, before entering this document;
- (c) it acts on its own behalf on entering into this document, and it is not a trustee of any trust;
- (d) it has the power, right and necessary corporate authority to own its assets, and to enter, and observe and perform its obligations under this document;
- (e) neither it nor any of its assets is immune from suit or execution;
- (f) its execution and performance of this document does not and will not conflict with or contravene any other law or a judgment, ruling, order, document or agreement applying to it or its assets or its constituent documents; and
- (g) it is solvent and there are no reasonable grounds to suspect that it is unable to pay its debts as and when they become due and payable.

4 Guarantee

The Guarantor irrevocably and unconditionally guarantees to the Vendor that the Purchaser will:

- (a) pay the Guaranteed Money on time; and
- (b) comply on time with the Purchaser's obligations under the Contract.

5 Payment under guarantee

If the Purchaser does not:

- (a) pay the Guaranteed Money; or
- (b) comply with the Purchaser's obligations under the Contract,

on time, the Guarantor must on demand pay that money to the Vendor or comply with those obligations or both, as the case may be, whether or not the Vendor has demanded that the Purchaser pay or comply.

6 Indemnity

As an additional obligation of the Guarantor which the Vendor may enforce separately from the guarantee in clause 3, the Guarantor irrevocably and unconditionally indemnifies the Vendor against, and undertakes as principal debtor to pay the Vendor on demand a sum equal to all liability, loss, penalties, costs, charges and expenses directly or indirectly arising from or incurred in connection with:

- (a) the Purchaser not paying the Guaranteed Money on time;
- (b) the Purchaser not complying on time with the Purchaser's obligations under the Contract; and

- (c) the Vendor not being able to recover all of the Guaranteed Money from the Purchaser or enforce all of the Purchaser's obligations under the Contract for any reason,

whether or not the Vendor or the Guarantor knew or should have known about a fact or circumstance that gives rise to a claim under this indemnity. It is not necessary for the Vendor to incur expense or make a payment before enforcing this indemnity.

7 Extent of guarantee and indemnity

This guarantee and this indemnity are independent of and in addition to any other guarantee or security the Vendor holds and are continuing and are not discharged by any one payment and may not be terminated by the Guarantor. They continue until the Vendor unconditionally releases the Guarantor in writing or until all of the Guarantor's obligations under the guarantee and the indemnity are complied with.

8 Liability and rights not affected

The Guarantor's liabilities as a guarantor, indemnifier and principal debtor, and the Vendor's rights, under this document are not affected by anything which might otherwise affect them including but not limited to:

- (a) the Vendor giving time or any other concession to the Purchaser, the Guarantor or any other person;
- (b) the Vendor abandoning or transferring any right, compromising with or releasing the Purchaser or any person named as Guarantor;
- (c) the Vendor's acquiescence, delay or mistake;
- (d) the variation, assignment, or termination of the Contract;
- (e) a liquidator or a trustee in bankruptcy disclaiming the Contract;
- (f) the Purchaser, if a corporation, being wound up or dissolved;
- (g) the Purchaser, if an individual, being declared bankrupt or dying;
- (h) the Vendor obtaining judgment against the Purchaser or any person named as Guarantor for money secured under this document;
- (i) the obligations of a person named as Guarantor being partly or wholly unenforceable for any reason;
- (j) any person named as Guarantor not executing this document or not executing it correctly; and
- (k) the Guarantor being wholly or partly released from its obligations for any other reason.

9 Guarantor's rights waived

So far as it legally can, the Guarantor waives:

- (a) any right it has of requiring the Vendor to proceed against or enforce any right against the Purchaser or any other person before claiming against the Guarantor under this document;
- (b) any claim, right of set off or counterclaim or any defence which might reduce or discharge the Guarantor's liability under this document; and

- (c) any legal or equitable rights it has that are inconsistent with its obligations under this document.

10 Guarantor's rights suspended

Until the Vendor:

- (a) has received all the Guaranteed Money;
- (b) is satisfied that it will not have to repay any of it; and
- (c) is satisfied that all the Purchaser's obligations under the Contract have been complied with,

the Guarantor must not:

- (d) claim for any reason to have a right to the benefit of any guarantee or other security the Vendor holds in connection with the Contract;
- (e) make a claim or enforce a right against the Purchaser or its property; or
- (f) prove or claim or exercise voting rights if a liquidator, provisional liquidator, administrator or trustee in bankruptcy is appointed in respect of the Purchaser.

11 Reinstatement of guarantee

If any payment or other transaction in connection with the Contract or this document is void, voidable, unenforceable or defective or is claimed to be so and that claim is upheld or settled then:

- (a) the liability of the Guarantor is to be what it would have been if the payment or other transaction had not been made; and
- (b) immediately the Vendor requests it, the Guarantor must do everything necessary to put the Vendor back into the position it would have been if the payment or other transaction had not been made.

12 Power of attorney

The Guarantor for valuable consideration irrevocably appoints the Vendor its attorney to:

- (a) demand, sue for, recover and enforce the Guarantor Assets;
- (b) prove on behalf of the Guarantor for the Guarantor Assets if the Purchaser is insolvent, liquidated or has an administrator appointed to it; and
- (c) exercise the Guarantor's rights in connection with and deal with the Guarantor Assets in the Guarantor's name as if the Vendor were the Guarantor.

The Vendor may delegate its powers under this clause 12 and revoke a delegation. The Guarantor must ratify everything the Vendor or its delegate does under this clause 12.

13 Costs

The Guarantor must pay the Vendor on demand for:

- (a) the Vendor's costs, charges and expenses (including but not limited to legal costs, charges and expenses on a full indemnity basis whether incurred by or awarded against

the Vendor) in connection with this document including but not limited to its enforcement; and

- (b) all taxes, duties, imposts and charges in connection with this document or any transaction contemplated by it.

14 Interest

The Guarantor must pay interest on any amount payable by it under this document, which it does not pay on time on demand or at times the Vendor specifies, from when the amount becomes due until it is paid. Interest is calculated on daily balances at the rate that is 2% above the rate fixed from time to time under the *Penalty Interest Rates Act 1983* (Vic) and is capitalised on the last day of each month if unpaid.

15 Vendor's certificate

A certificate from the Vendor stating that an amount is owing or an event has occurred is taken to be correct unless the contrary is proved.

16 GST

- (a) In this clause 16:
 - (i) **GST, Supply** and **Tax Invoice** have the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth); and
 - (ii) a reference to payment being made or received includes a reference to consideration other than money being given or received.
- (b) The Guarantor must pay to the Vendor with any payment it makes to the Vendor under this document an additional amount equal to any GST payable by the Vendor on the supply for which that payment is made.

17 Notice

17.1 Service

- (a) A notice, demand, consent, approval or communication under this document (**Notice**) must be:
 - (i) in writing, in English and signed by a person duly authorised by the sender; and
 - (ii) hand delivered or sent by prepaid post or email to the recipient's address specified in the Parties, as varied by any Notice given by the recipient to the sender.
- (b) Without limiting clause 17.1(a), a Notice may be served in a manner authorised by law or the Supreme Court of Victoria for serving of documents.

17.2 Receipt

A Notice given in accordance with clause 17.1(a) takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;

- (b) if sent by prepaid post, the 5th Business Day after the date of posting (or the 10th Business Day after the date of posting if posted to or from a place outside Australia); and
- (c) if sent by email, when sent by the sender unless the sender receives a delivery failure notification indicating that the email has not been delivered to the addressee,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.

18 Miscellaneous

18.1 Alterations

This document may be altered only in writing signed by the Guarantor and the Vendor.

18.2 No merger, and survival

- (a) The obligations of the Guarantor under this document do not merge on completion of any transaction contemplated by this document.
- (b) The rights of the Vendor under this document do not merge on completion of any transaction contemplated by this document.
- (c) Any indemnity or any obligation of confidence under this document is independent and survives termination of this document. Any other term by its nature intended to survive termination of this document survives termination of this document.

18.3 Further action

The Guarantor must do, at its own expense, everything reasonably necessary (including executing documents) to give full effect to this document and any transactions contemplated by it.

18.4 Severability

A term or part of a term of this document that is illegal or unenforceable may be severed from this document and the remaining terms or parts of the term of this document continue in force.

18.5 Waiver

The Vendor does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the Vendor giving the waiver.

18.6 Governing law and jurisdiction

This document is governed by the law of Victoria and the Guarantor irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria.

18.7 Counterparts

This document may be executed in counterparts. All executed counterparts constitute one document.

18.8 Electronic Signature

- (a) In this clause 18.8, **Electronic Signature** means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical

or electronic copy of this document by electronic or mechanical means, and ***Electronically Signed*** has a corresponding meaning.

- (b) This document may signed by or on behalf of the Guarantor by an Electronic Signature.
- (c) Where this document, under clause 18.8(b), is Electronically Signed by or on behalf of the Guarantor, the Guarantor warrants to the Vendor and agrees that the Electronic Signature has been used to identify the person signing and to indicate that the Guarantor intends to be bound by the Electronic Signature.
- (d) If required by the Vendor, the Guarantor must upon request promptly deliver a physical counterpart of this document with the handwritten signature or signatures of the Guarantor, but a failure to comply with the request does not affect the validity of this document.

18.9 Deed poll

This document is a deed poll. The Guarantor acknowledges and confirms in favour of the Vendor that the obligations imposed on the Guarantor under this document are owed to and for the benefit of the Vendor from time to time so that the Vendor has the benefit of, and may enforce, this document against the Guarantor even though the Vendor is not a party to this document.

Signing Page(s)

Executed as a deed poll.

Signed, sealed and delivered by
_____, in the presence of:

Signature of witness

Name of witness [print]

Signature of _____



79 Gheringhap Street, Geelong VIC 3220
PO Box 4107, Geelong VIC 3220
Telephone +61 3 4245 2020
redmanlynch.com.au

Vendor's Statement

81-117 Burrows Road, Swan Bay VIC 3225

Table of Contents

Section 32(1) *Sale of Land Act 1962* (Vic) 1

1 Definitions1

2 Financial1

3 Insurance1

4 Land use2

5 Notices2

6 Building permits3

7 Owners corporation3

8 Growth area infrastructure contribution3

9 Non-connected services3

10 Title3

11 Subdivision4

12 Attachments4

Vendor signing 5

Purchaser acknowledgement 5

Table of Annexures

Annexure A – Due diligence checklist 6

Annexure B – Title and other documents 9

Section 32(1) *Sale of Land Act 1962* (Vic)

1 Definitions

In this document the definitions set out below apply.

Land means the land located at 81-117 Burrows Road, Swan Bay VIC 3225.

Vendor means Sally Jane Watson.

2 Financial

2.1 Outgoings information

Information concerning any rates, taxes, charges or other similar outgoings affecting the Land and any interest payable in respect of them is set out in the attachments to this document.

The Vendor is unaware of any other such amounts for which the purchaser may become liable in consequence of the purchase of the Land.

2.2 Charge information

2.3 CIPT

(a) The “AVPCC” within the meaning of the *Commercial and Industrial Property Tax Reform Act 2024* (Vic), most recently allocated to the Land, is 530.

(b) The Land is not “tax reform scheme land” within the meaning of the *Commercial and Industrial Property Tax Reform Act 2024* (Vic).

2.4 Terms contract

Not applicable.

This Item 2.4 is only applicable if the purchaser is obliged to make two or more payments (other than a deposit or final payment) to the Vendor after the execution of the contract of sale and before the purchaser is entitled to a conveyance or transfer of the Land.

2.5 Sale subject to mortgage

Not applicable.

This Item 2.5 is only applicable if the contract of sale provides that any mortgage (whether registered or unregistered), is not to be discharged before the purchaser becomes entitled to possession of the Land or receipts of rents and profits.

3 Insurance

3.1 Damage and destruction

Not applicable.

This Item 3.1 is only applicable if the contract of sale does not provide for the Land to remain at the risk of the Vendor until the purchaser becomes entitled to possession of the Land or receipt of rents and profits

3.2 Owner builder

Not applicable.

This Item 3.2 is only applicable if 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* (Vic) applies to the residence.

4 Land use

4.1 Easements, covenants or other similar restrictions

- (a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered) are set out in the attachments to this document.
- (b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:
 - (i) Nil.

4.2 Road access

There is access to the Land by road.

4.3 Designated bushfire prone area

The Land is in a designated bushfire prone area under section 192A of the *Building Act 1993* (Vic).

4.4 Planning scheme

- (a) The planning scheme applicable to the Land is set out in the attachments to this document.
- (b) The responsible authority, under the planning scheme, for the Land is set out in the attachments to this document.
- (c) Information concerning the zoning of the Land and the name of any planning overlay affecting the Land is set out in the attachments to this document.

5 Notices

5.1 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 (if any), being a notice, order, declaration, report, recommendation, or approved proposal of which the Vendor might reasonably be expected to have knowledge, are set out in the attachments to this document.

5.2 Agricultural chemicals

Particulars of notices in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the Land for agricultural purposes (if any) are set out in the attachments to this document.

5.3 Compulsory acquisition

Particulars of any notice of intention to acquire, served under section 6 of the *Land Acquisition and Compensation Act 1986* (Vic), the Land (if any) are set out in the attachments to this document.

6 Building permits

Particulars of any building permit issued under the *Building Act 1993* (Vic) in the preceding 7 years are set out in the attachments to this document.

This Item 6 is only applicable if there is a residence on the Land.

7 Owners corporation

Not applicable.

This Item 7 is only applicable if the Land is affected by an owners corporation within the meaning of the *Owners Corporation Act 2006* (Vic).

8 Growth area infrastructure contribution

In this Item 8 words and expressions have the same meaning as in Part 9B of the *Planning and Environment Act 1987* (Vic).

8.1 Work-in-kind agreement

Not applicable.

This Item 8.1 is only applicable if the Land is subject to a work-in-kind agreement.

8.2 GAIC recording

Not applicable.

This Item 8.2 is only applicable if the Land is subject to a GAIC recording.

9 Non-connected services

The services that are marked with an "X" in the accompanying square box are not connected to the Land.

- (a) Electricity supply ☐
- (b) Gas supply ☒
- (c) Water supply ☐
- (d) Sewerage services ☒
- (e) Telephone services ☒

The purchaser is responsible to arrange for connection and any connection fees.

10 Title

Attached to this document, at Annexure B – Title and other documents, are copies of the following:

- (a) Register Search Statement for Certificate of Title Volume/Folio 10047 / 287.
- (b) Title Plan 179463T.

11 Subdivision

Not applicable.

This Item 11 is only applicable if the Land is subject to a subdivision which is not registered

12 Attachments

12.1 Due diligence checklist

Attached to this document, at Annexure A – Due diligence checklist, is a copy of the due diligence checklist.

12.2 Other attachments

Attached to this document, at Annexure B – Title and other documents, are copies of the following:

- (a) Planning Property Report.
- (b) Property Information Certificate.
- (c) Certificate of Final Inspection (Shed).
- (d) Domestic Building Insurance (Shed).
- (e) Planning Permit PP-1217-2021 (Shed)
- (f) Property Clearance Certificate.
- (g) Land Information Certificate.
- (h) Water Information Certificate.
- (i) VicRoads Certificate.
- (j) EPA Certificate.
- (k) Permit SEPTIC-2022-13391 dated 27 September 2022.
- (l) Definition Plan (Septic “As Laid” Plans) dated 24 August 2023.
- (m) Planning Permit PP-1105-2024 dated 28 July 2025 (House).
- (n) Site and Separation Plan stamped received by Council on 10 June 2025
- (o) Dwelling Plans.
- (p) Land Capability Assessment dated 18 March 2025.
- (q) Landscape Plan.
- (r) Farm Management Plan dated 26 November 2024.
- (s) Swan Bay Catchment Grant Program (Part A and B).
- (t) Department of Environment, Land, Water & Planning Agricultural Licence No. 0701098.

Vendor signing

The Vendor signs this document on, and this document is dated, 25 November 2025 | 11:09:49 AM AEDT.

Signed by:

Sally Jane Watson

358613AC14294CD...

Signed by Sally Jane Watson

Purchaser acknowledgement

The purchaser acknowledges receiving this document, signed by the Vendor, before the purchaser signed any contract of sale for the Land.

Signed by the purchaser

Annexure A – Due diligence checklist

Attached.

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 (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.

Annexure B – Title and other documents

Attached

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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 10047 FOLIO 287

Security no : 124129317338E
Produced 24/10/2025 02:59 PM

LAND DESCRIPTION

Lot 1 on Title Plan 179463T (formerly known as part of Portion 6F Block 2 Parish of Paywit).
Created by Application No. 069896K 18/11/1991

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor

SALLY JANE WATSON of 76 OCEAN ROAD POINT LONSDALE VIC 3225
AU314126G 06/05/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU314127E 06/05/2021
WESTPAC BANKING CORPORATION

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

DIAGRAM LOCATION

SEE TP179463T 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: 81-117 BURROWS ROAD SWAN BAY VIC 3225

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 06/05/2021

DOCUMENT END

Delivered from the LANDATA® System by Dye & Durham Solutions Pty Ltd

TITLE PLAN		EDITION 1	TP 179463T						
Location of Land Parish: PAYWIT Township: Section: Crown Allotment: Crown Portion: 6F (PT) BLOCK 2 Last Plan Reference: Derived From: VOL 10047 FOL 287 Depth Limitation: NIL		Notations ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN							
Description of Land / Easement Information		THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT COMPILED: 13-10-2000 VERIFIED: A.D.							
<table><tr><th colspan="2">TABLE OF PARCEL IDENTIFIERS</th></tr><tr><td colspan="2">WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962</td></tr><tr><td colspan="2">PARCEL 1 = CP 6F (PT)</td></tr></table>				TABLE OF PARCEL IDENTIFIERS		WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962		PARCEL 1 = CP 6F (PT)	
TABLE OF PARCEL IDENTIFIERS									
WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962									
PARCEL 1 = CP 6F (PT)									
LENGTHS ARE IN METRES		Metres = 0.3048 x Feet Metres = 0.201168 x Links	Sheet 1 of 1 sheets						

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 12 November 2025 10:11 AM

PROPERTY DETAILS

Address: **81-117 BURROWS ROAD SWAN BAY 3225**
Lot and Plan Number: **Lot 1 TP179463**
Standard Parcel Identifier (SPI): **1\TP179463**
Local Government Area (Council): **GREATER GEELONG**
Council Property Number: **324070**
Planning Scheme: **Greater Geelong**
Directory Reference: **Melway 472 J8**

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

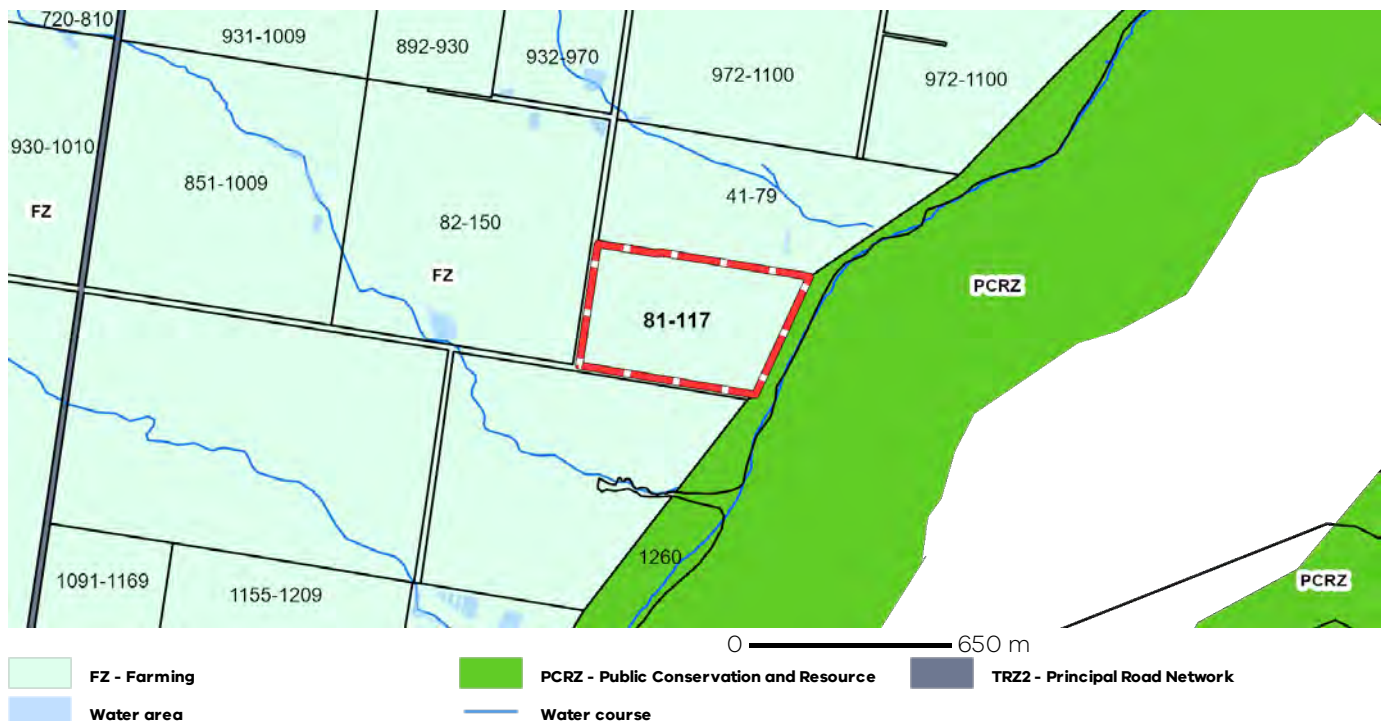
Legislative Council: **WESTERN VICTORIA**
Legislative Assembly: **BELLARINE**
Registered Aboriginal Party: **Wadawurrung Traditional Owners Aboriginal Corporation**
Fire Authority: **Country Fire Authority**

[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.

Copyright © - State Government of Victoria

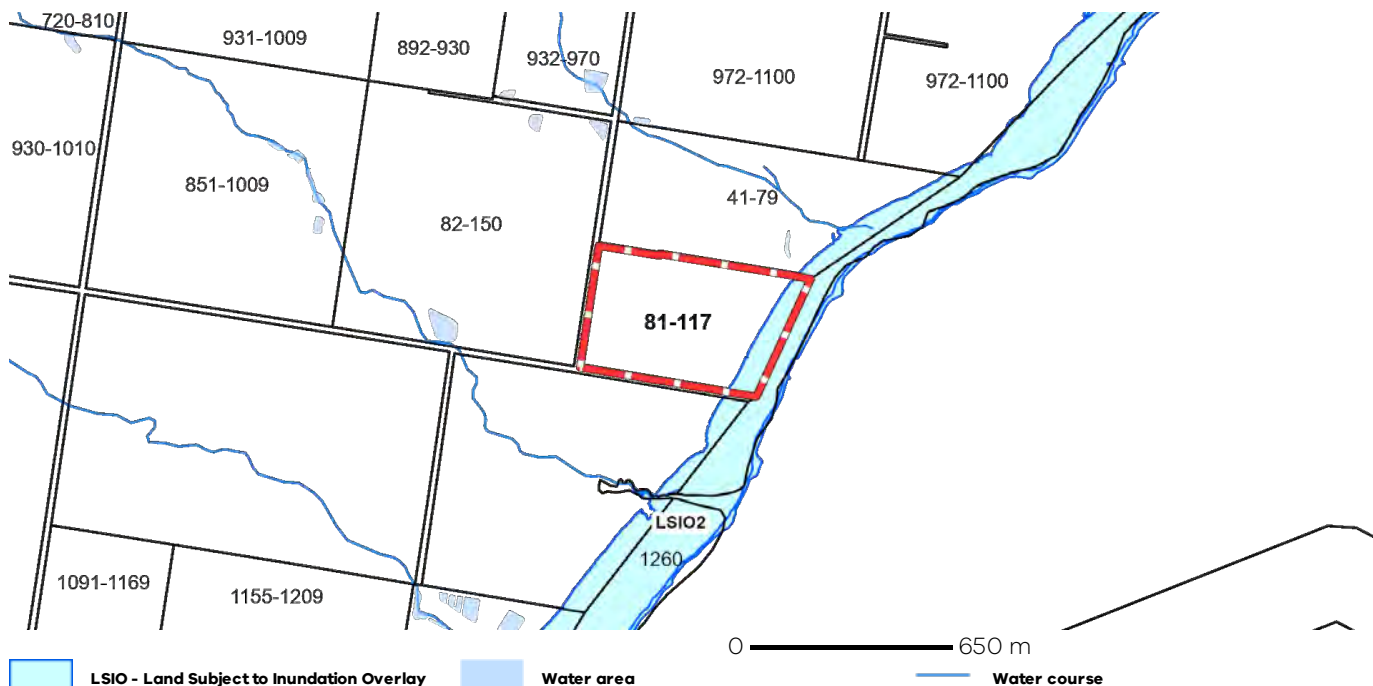
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at <https://www.vic.gov.au/disclaimer>

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 32C (b) of the Sale of Land 1962 (Vic).

Planning Overlays

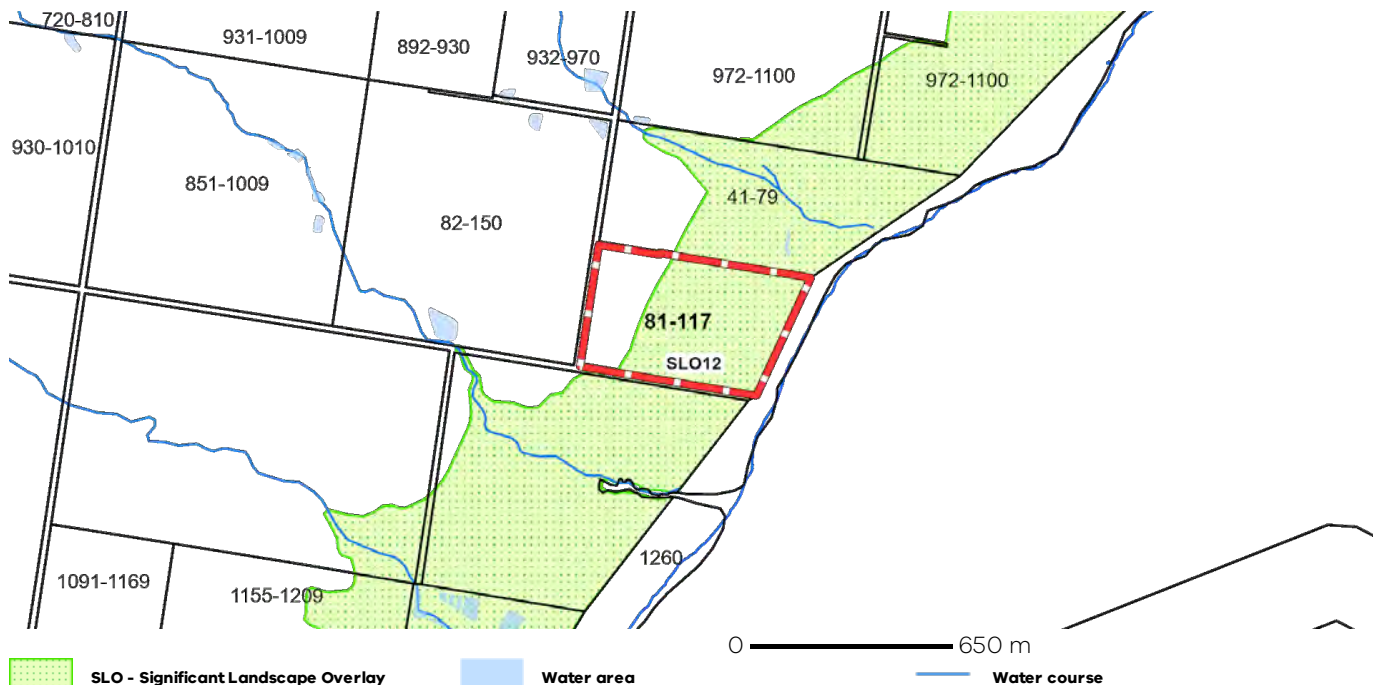
LAND SUBJECT TO INUNDATION OVERLAY (LSIO)

LAND SUBJECT TO INUNDATION OVERLAY - SCHEDULE 2 (LSIO2)



SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 12 (SLO12)



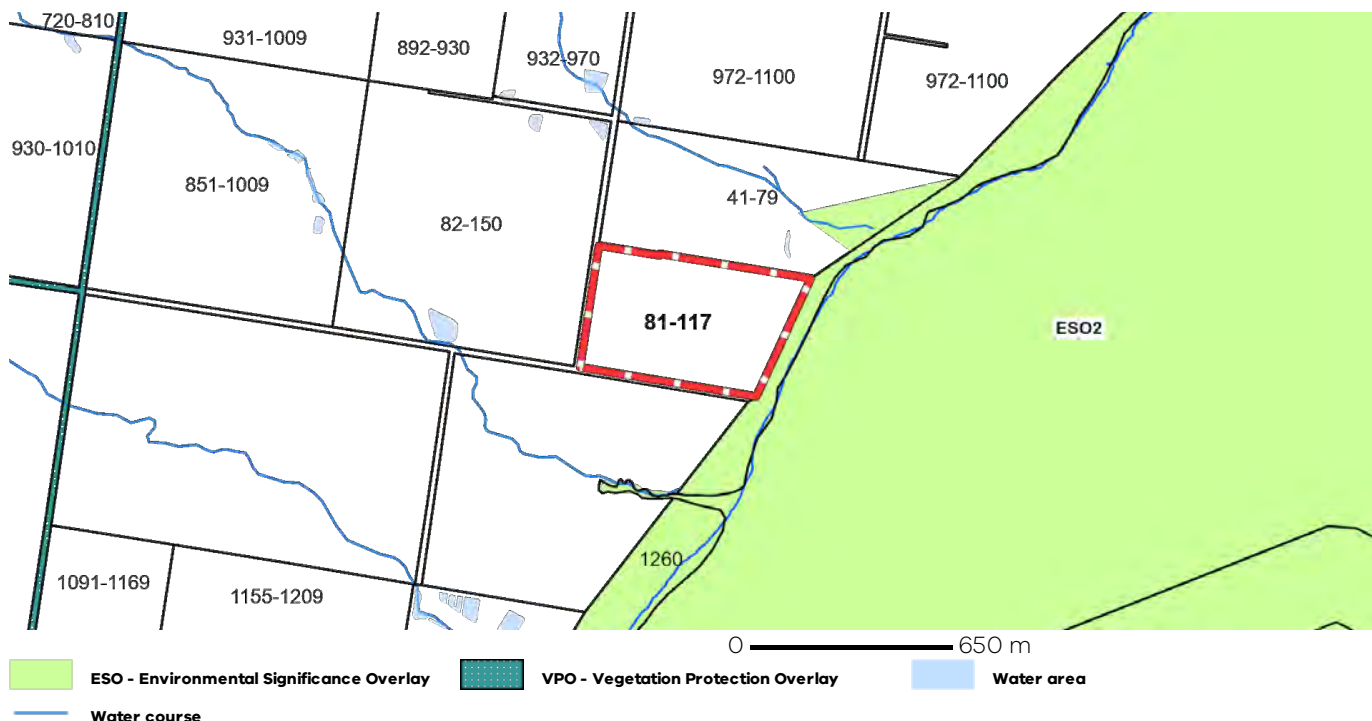
Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

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

[VEGETATION PROTECTION OVERLAY \(VPO\)](#)



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

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.

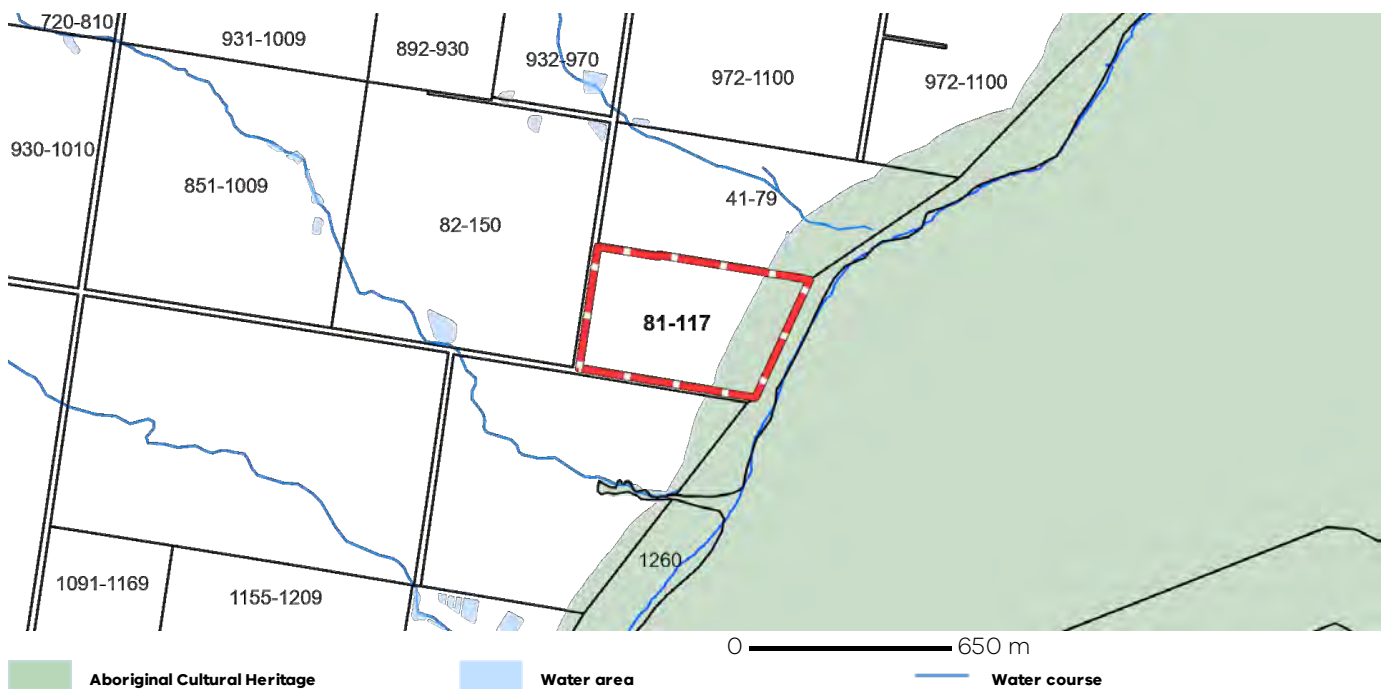
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

For further information about whether a Cultural Heritage Management Plan is required go to <https://heritage.achris.vic.gov.au/aavQuestion1.aspx>

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



Further Planning Information

Planning scheme data last updated on 6 November 2025.

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.vic.gov.au/vicplan/>

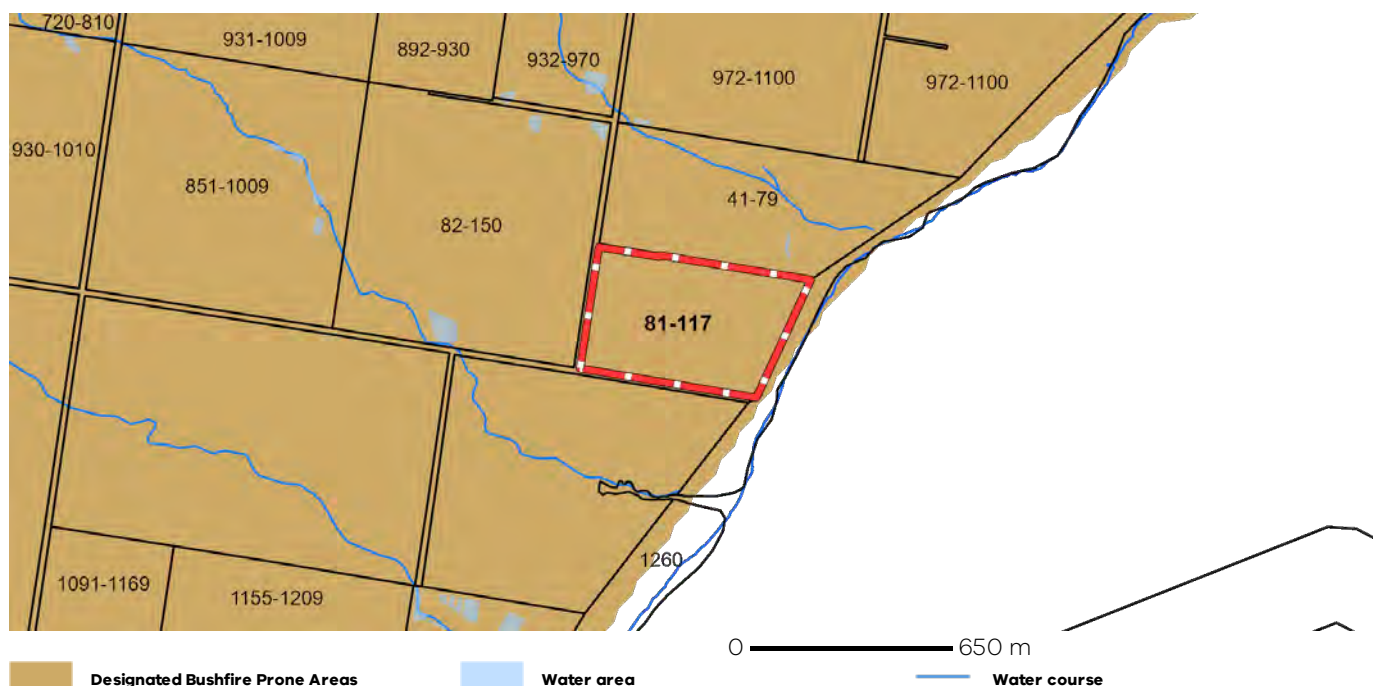
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). Planning provisions may apply.

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

Designated BPA maps can be viewed on VicPlan at <https://mapshare.vic.gov.au/vicplan/> or at the relevant local council.

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

Information for lot owners building in the BPA is available at <https://www.planning.vic.gov.au>.

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.legislation.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 Victoria 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 Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](https://www.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 \(environment.vic.gov.au\)](https://www.environment.vic.gov.au)

Secure Electronic Registries Victoria
Pty Ltd
PO BOX 500
EAST MELBOURNE VIC 8002

Date of Issue: 28 October 2025
Council Reference: BIR-2025-8616
Your Reference: 78545322-013-6

BUILDING INFORMATION CERTIFICATE

This certificate is issued pursuant to regulation 51(1) of the [Building Regulations 2018](#) and contains information relevant to building permits, certificates, orders and/or notices issued **within the preceding 10 years**, as of **28 October 2025**.

PROPERTY INFORMATION

Property Address	81-117 Burrows Road, SWAN BAY VIC 3225		
	11000m2 LICENCE		
Title Information	701098254000m2 Lot 1 TP 179463	Volume / Folio	CT-10047/287IT

DETAILS OF PERMITS AND CERTIFICATES

Contains information relating to any Building Permits, Certificates of Final and/or Certificates of Occupancy, pursuant to Building Regulation 2018.

Permit Description	Construction of a shed		
Issue Date	17/03/2022	Permit Number	3569806013945
Council Reference Number	MIN-2021-6786		
Certificate of Final/Occupancy Issue Date	30/05/2022		

DETAILS OF CURRENT STATEMENTS

Contains information relating to any statements issued under Regulation 64 (Combined Allotments) and/or Regulation 231 (Subdivision of Existing Buildings), pursuant to Building Regulation 2018.

Combined Allotment Issue Date	N/A	Subdivision of Existing Buildings Date	N/A
----------------------------------	------------	---	------------

DETAILS OF CURRENT NOTICE OR ORDERS

Contains information relating to any Notice(s) and Order(s) issued by the Relevant Building Surveyor under the Building Act 1993.

Notice/Order Type **N/A**

Description **N/A**

Council Reference Number **N/A**

Issue Date **N/A**

DETAILS OF POOL AND/OR SPA REGISTRATION

Contains information relating to any records recorded within Council's Pool and Spa Register under the Building Act 1993 and Building Regulations 2018.

Pool/Spa Type **N/A**

Current Status **N/A**

Compliance Due Date **N/A**

Council Reference Number **N/A**

PLEASE NOTE

- Information provided within this certificate is current only on the date of issue, as the details included are subject to change.
- This exclusion of any permits dated more than 10 years prior to the issuance of this certificate may not be included due to limitations in the periods records have been kept and/or documentation not received by Council.
- The inclusion and/or exclusion of permits or certificates does not indicate whether all buildings and construction work is compliant with the relevant legislative approvals.

If you have any questions or concerns relating to this certificate, please contact us at bir@geelongcity.vic.gov.au or on (03) 5272 4450.

BUILDING SERVICES
137-149 MERCER STREET,
GEEELONG VIC 3220

CERTIFICATE OF FINAL INSPECTION

Building Act 1993, Building Regulations 2018
Regulation 200 (Form 17)



Issued to owner

Sally Watson
76 Ocean Road
POINT LONSDALE VIC 3225

Copy to agent of owner

Sally Watson
76 Ocean Road
POINT LONSDALE VIC 3225

Copy to builder

Spence Construction
15-17 Essington Street
GROVEDALE VIC 3216

Property address

81-117 Burrows Road, SWAN BAY

Property details

Lot 1 TP 179463 Volume 10047
Folio 287 Crown Allotment -
Section - Parish Paywit County Grant
Municipal District City of Greater Geelong

Building permit details

City of Greater Geelong building reference number MIN-2021-6786
Victorian Building Authority permit number 3569806013945

Nature of building work

Construction of a shed

Description of building work

Part of building	Permitted use	BCA Classification
Shed	Domestic	Class 10a

Directions to fix building work

All directions to fix building work under Part 4 of the *Building Act 1993* have been complied with.

Effect of this certificate

This Certificate of Final Inspection is not evidence that the building work or part of the building to which it applies fully complies with the *Building Act 1993*, *Building Regulations 2018* and the *National Construction Code* and referenced *Australian Standards*.

Delegate of the Municipal Building Surveyor

A handwritten signature in black ink, appearing to read "Frank D'Aquila", enclosed within a hand-drawn oval.

Frank D'Aquila

Building practitioner registration number BS-U 24084

Address 100 Brougham Street, Geelong Victoria 3220

Email buildinggeneral@geelongcity.vic.gov.au

Phone (03) 5272 4450

Municipal district City of Greater Geelong

Date of issue 30-May-2022

Property number 324070

Domestic Building Insurance

Certificate of Insurance

Sally Watson**76 Ocean Rd
POINT LONSDALE
VIC 3225**

Policy Number:

C682096

Policy Inception Date:

02/03/2022

Builder Account Number:

013718

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**At the property: **81-117 Burrows Rd SWAN BAY VIC 3225 Australia**Carried out by the builder: **SPENCE BUILDING & JOINERY PTY LTD**Builder ACN: **096915678**

! If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s): **Sally Watson**Pursuant to a domestic building contract dated: **24/02/2022**For the contract price of: **\$ 209,000.00**Type of Cover: **Cover is only provided if SPENCE BUILDING & JOINERY PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses ***The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK

If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email dbi@vmia.vic.gov.au

IMPORTANT

This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.

Period of Cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects*

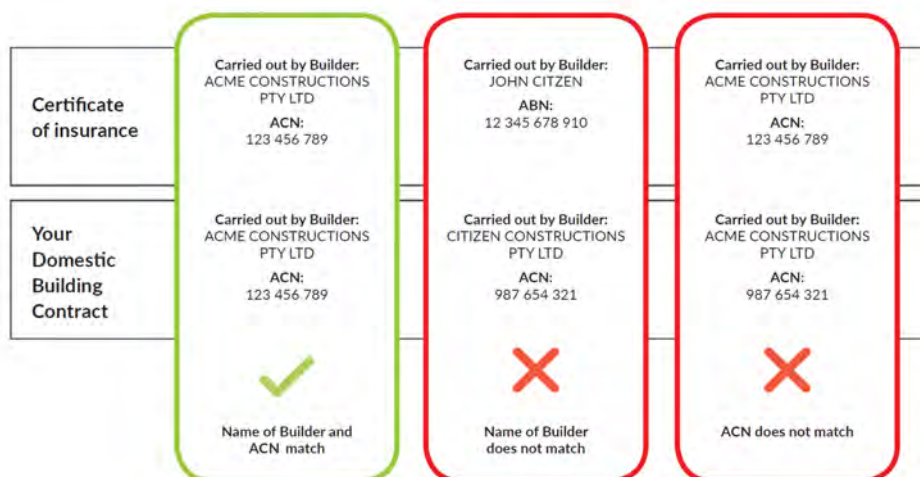
Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$689.00
GST:	\$68.90
Stamp Duty:	\$75.79
Total:	\$833.69

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424
Below are some example of what to look for



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



S J Watson
76 Ocean Road
POINT LONSDALE VIC 3225

15 November 2021
PP: PP-1217-2021

This document was delivered electronically to sally@sunlandag.com.au

Dear Sir/Madam

Re: Planning Permit Application No.: PP-1217-2021
Address: 81-117 Burrows Road, SWAN BAY
Proposal: Construction of a Shed

I refer to the above application and wish to advise that under authority delegated by the Responsible Authority, your application for the abovementioned proposal in accordance with the plans submitted, has been considered.

After due consideration, it was resolved to grant a Planning Permit.

Please find enclosed a copy of the permit and endorsed plans. Also, please see attached, information detailing various approvals which may be required in addition to a Planning Permit.

Should you require any further information please contact **Tracey McCooke** on **tmccooke@geelongcity.vic.gov.au** or **03 5272 4097**

Yours sincerely

A handwritten signature in blue ink that reads "McCooke".

Tracey McCooke
STATUTORY PLANNER

STATUTORY PLANNING
100 BROUGHAM STREET, GEELONG

Attachments

- Useful Information
- Planning Permit
- Endorsed Plans

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).

Environmental 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. If you are located on an unsewered property, the applicant or owner of the land will be required to submit an 'Application to Install a Septic Tank System'. In order to obtain a permit to install a septic tank system and for further information about these permits and obligations please contact Council's Environmental Health Unit on 5272 4411.

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-1217-2021
Planning Scheme	Greater Geelong Planning Scheme
Responsible Authority	Greater Geelong City Council

ADDRESS OF THE LAND 81-117 BURROWS ROAD, SWAN BAY

THE PERMIT ALLOWS CONSTRUCTION OF A SHED GENERALLY IN ACCORDANCE WITH THE ENDORSED PLANS

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Endorsed Plans

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

Development Expiry

2. 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) 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.

Date Issued: 15 November 2021

Signature of the
Responsible Authority:



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.

NEW SHED EXISTING SHED

Minimum 5.0m setback from northern boundary

CONTOUR MAP - 0.5 M CONTOURS

MGA 94
ZONE 55

BURROWS ROAD

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

Endorsed Plan
Planning Permit No: 1217-2021
Sheet 1 of 5
Approved By Tracey McCooke
Approved Date 15/11/2021

NOTE: THIS IS NOT A BUILDING APPROVAL

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

	NAME	DATE	CLIENT
DRAWN:	KH	17/08/2021	#1610 TIM WATSON
MODIFIED:	KH	17/08/2021	DRAWING:
CHECKED:			FLOOR PLAN
		SCALE: 1:120	SHEET 1 OF 4
		SHEET SIZE: A4	

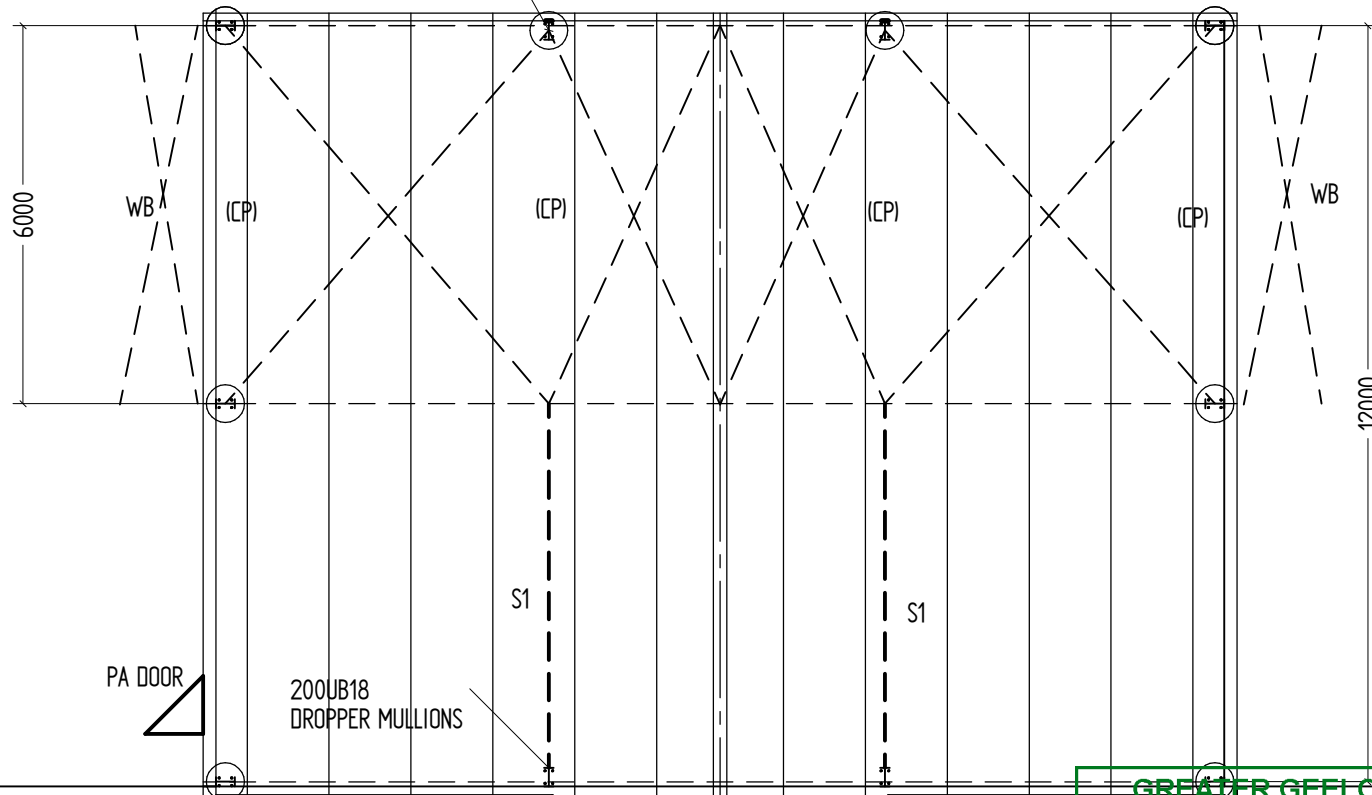
(WB) DENOTES WIND BRACING
10mm WIRE ROOF & WALL BRACING

(CP) DENOTES COMPRESSION PURLIN
back to back C15015 + 1 ROW BRIDGING

S1 = 100X3 SHS

200UB18 MULLIONS
FB MID HT
PIER 600mm X 1200mm

GABLE PURLIN @ 1500 ctrs
C15015 + 1 ROW BRIDGING



200UB22 MULLIONS
PIER 600mm X 1500mm

PA DOOR

200UB18
DROPPER MULLIONS

SLIDE DOORS
3 X 5.33M(W) X 4.7M(H) BOT DOUBLE

CALARE CIVIL
CONSULTING ENGINEERS

APPROVED FOR CONSTRUCTION

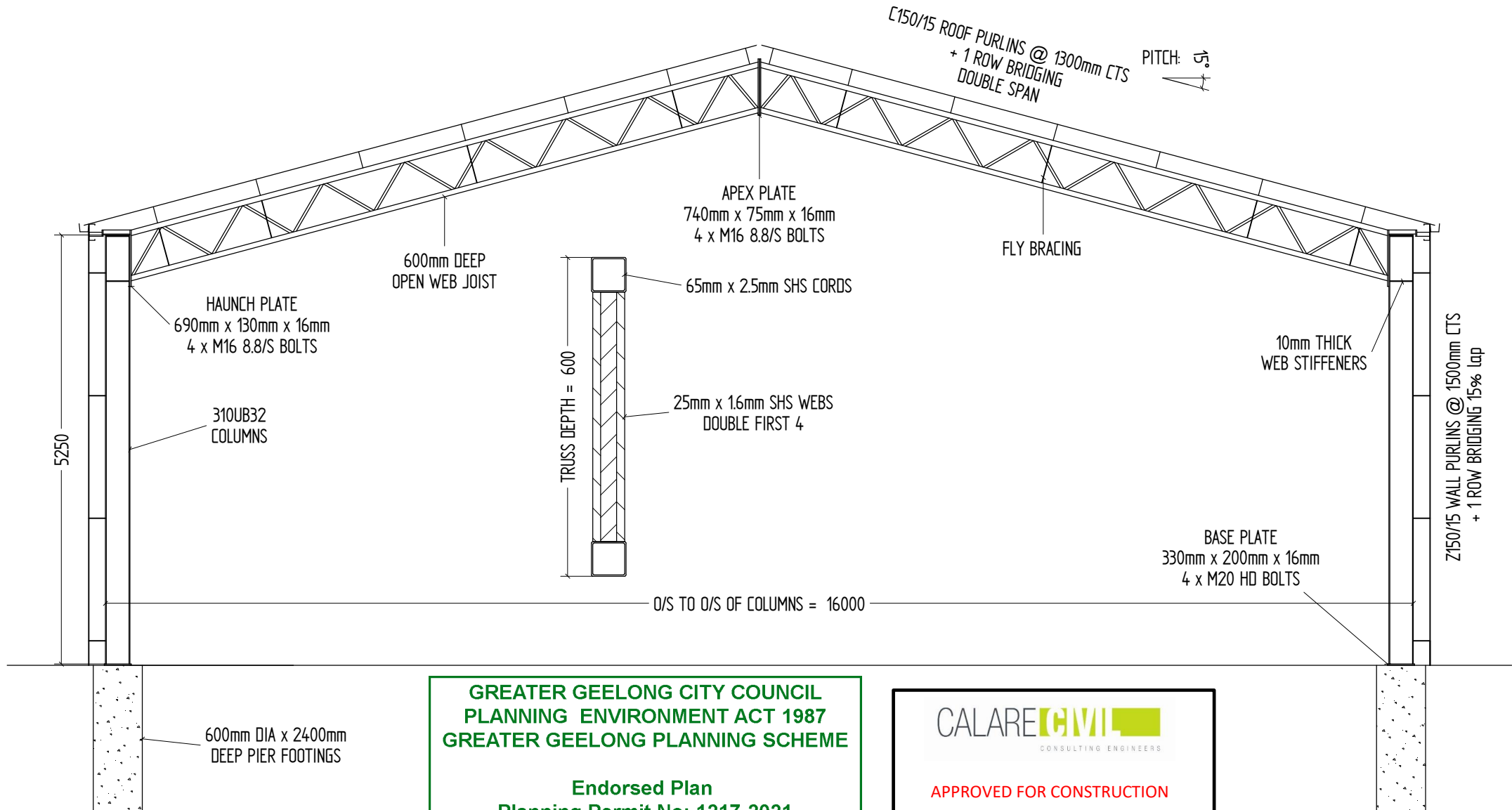
Signed:  Date: 20/08/2021
Refer to attached letter dated: 20/08/2021

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

Endorsed Plan
Planning Permit No: 1217-2021
Sheet 2 of 5
Approved By Tracey McCooke
Approved Date 15/11/2021

NOTE: THIS IS NOT A BUILDING APPROVAL

NAME	DATE	CLIENT
DRAWN: KH	17/08/2021	#1610 TIM WATSON
MODIFIED: KH	17/08/2021	DRAWING: SECTION VIEW
CHECKED:		SCALE: 1:65
		SHEET 2 OF 4
		SHEET SIZE: A4



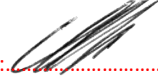
**GREATER GEELONG CITY COUNCIL
PLANNING ENVIRONMENT ACT 1987
GREATER GEELONG PLANNING SCHEME**

**Endorsed Plan
Planning Permit No: 1217-2021
Sheet 3 of 5
Approved By Tracey McCooke
Approved Date 15/11/2021**

NOTE: THIS IS NOT A BUILDING APPROVAL

CALARE CIVIL
CONSULTING ENGINEERS

APPROVED FOR CONSTRUCTION

Signed:  Date: 20/08/2021
 Refer to attached letter dated: 20/08/2021

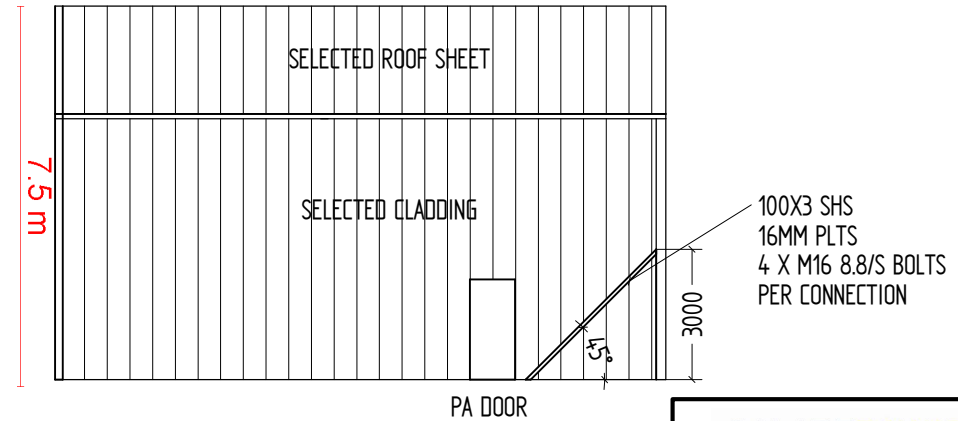
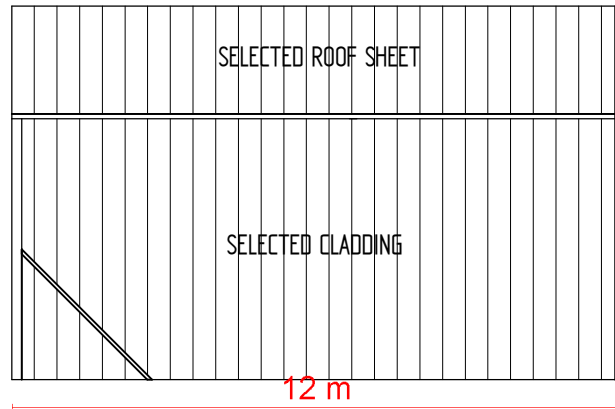
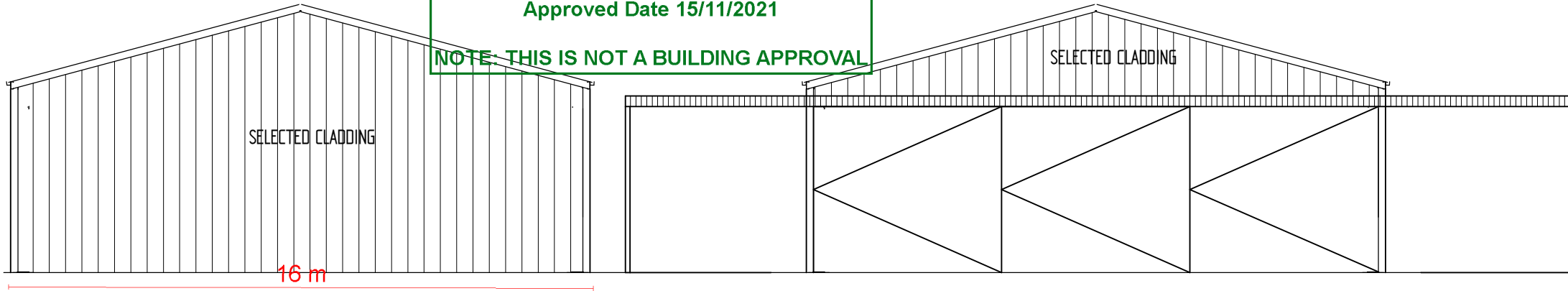
CLIENT:	#1610 TIM WATSON		
DRAWN:	KH	DATE:	17/08/2021
MODIFIED:	KH	DATE:	17/08/2021
CHECKED:			
DRAWING:		ELEVATION PLAN	
SCALE: 1:150		SHEET 3 OF 4	
		SHEET SIZE: A4	

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

Endorsed Plan
Planning Permit No: 1217-2021
Sheet 4 of 5
Approved By Tracey McCooke
Approved Date 15/11/2021

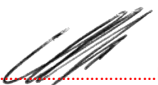
Materials - Colorbond Dune

NOTE: THIS IS NOT A BUILDING APPROVAL



CALARE ENGINEERING
CONSULTING ENGINEERS

APPROVED FOR CONSTRUCTION

Signed:  Date: 20/08/2021
Refer to attached letter dated: 20/08/2021

Endorsed Plan
Planning Permit No: 1217-2021
Sheet 5 of 5
Approved By Tracey McCooke
Approved Date 15/11/2021

Design Loads = 20kpa or max axle = 5.0tn

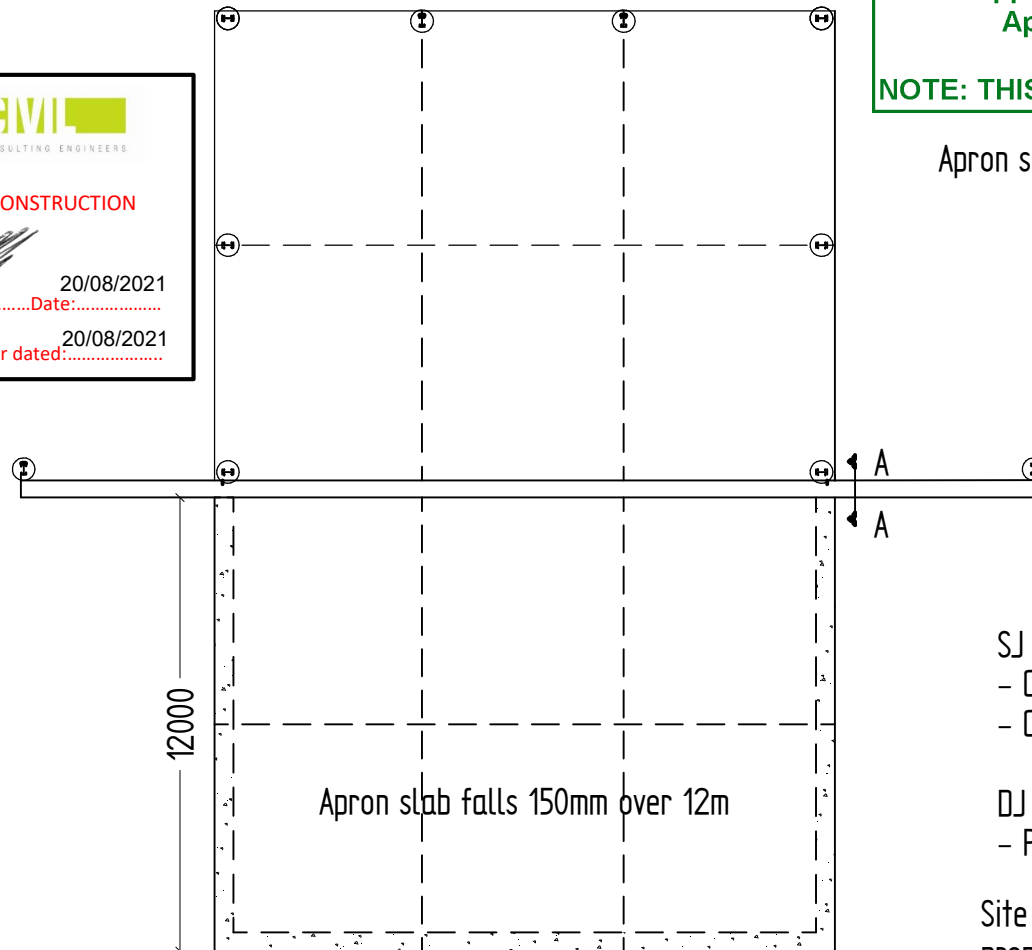
125mm thick SLAB
SL82 Mesh top (30mm cover)
F'c = 32mpa

NOTE: THIS IS NOT A BUILDING APPROVAL

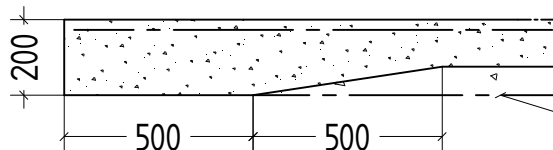
CALARE CIVIL
CONSULTING ENGINEERS

APPROVED FOR CONSTRUCTION

Signed:  Date: 20/08/2021
Refer to attached letter dated: 20/08/2021

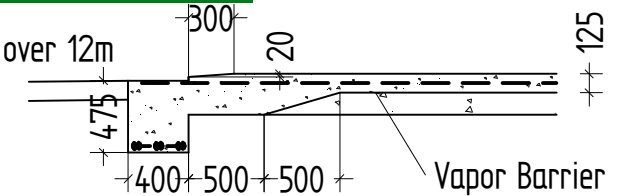


Edge thickener



Edge thickener to apron slab

Apron slab falls 150mm over 12m



Detail A - A

SJ Denote Sawn Joint:

- Cut every 2nd bar and locally depress fabric to maintain cover
- Concrete to be cut within 16 hours of concrete placement

DJ Denote Doweled Joint

- Provide R20-300 dowels x 400long HD Galv

Site to be prepared in accordance with AS3798 and geo tech report prepared by St Quentin, in summary

- Remove all topsoil and organic material
- Proof roll site and remove soft spots
- subgrade to be compacted to 98%std
- All fill to be approved material and compacted to 98% std
- Provide 100mm thick sub-base, compacted to 98% std
- Some material will need to be stripped out & new material placed/compacted

Property Clearance Certificate

Land Tax



DIMITRA GALANAKIS

Your Reference:	LD:78545322-009-9.2025.1111
Certificate No:	93881586
Issue Date:	24 OCT 2025
Enquiries:	ESYSPROD

Land Address: 81 -117 BURROWS ROAD SWAN BAY VIC 3225

Land Id	Lot	Plan	Volume	Folio	Tax Payable
31175199	1	179463	10047	287	\$0.00

Vendor: SALLY WATSON
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MRS SALLY JANE WATSON	2025	\$2,600,000	\$0.00	\$0.00

Comments: Property is exempt: LTX primary production land.

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	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 IMPROVED VALUE (CIV):	\$2,850,000
SITE VALUE (SV):	\$2,600,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 93881586

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 and Vacant Residential 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 including vacant residential land tax, interest and penalty 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 = \$25,050.00

Taxable Value = \$2,600,000

Calculated as \$11,850 plus (\$2,600,000 - \$1,800,000) multiplied by 1.650 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$28,500.00

Taxable Value = \$2,850,000

Calculated as \$2,850,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 93881586

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: 93881586

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



DIMITRA GALANAKIS

Your Reference:	LD:78545322-009-9.2025.11123
Certificate No:	93881586
Issue Date:	24 OCT 2025
Enquires:	ESYSPROD

Land Address: 81 -117 BURROWS ROAD SWAN BAY VIC 3225

Land Id	Lot	Plan	Volume	Folio	Tax Payable
31175199	1	179463	10047	287	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
530	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:	\$2,850,000
SITE VALUE:	\$2,600,000
CURRENT CIPT CHARGE:	\$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 93881586

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 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)

3. 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.
4. 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

5. 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.
6. 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

7. 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

8. 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

9. 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

10. 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

11. 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

12. 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).
13. 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.
14. 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.
15. 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



DIMITRA GALANAKIS

Your Reference: LD:78545322-009-9.2025.11123

Certificate No: 93881586

Issue Date: 24 OCT 2025

Land Address: 81 -117 BURROWS ROAD SWAN BAY VIC 3225					
Lot	Plan	Volume	Folio		
1	179463	10047	287		
Vendor: SALLY WATSON					
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.

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 93881586

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

BPAY  Billers Code: 416073 Ref: 93881589 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: 93881589 Visa or Mastercard Pay via our website or phone 13 21 61. A card payment fee applies. sro.vic.gov.au/payment-options	Important payment information Windfall gains tax payments must be made using only these specific payment references. Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.
--	---	--

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

**2025-2026 LAND INFORMATION CERTIFICATE**

In accordance with Section 121 of the Local Government Act 2020

Date of Issue: **27-Oct-2025**Certificate No: **238236**

Applicants Ref:

78545322-012-9:210749**Assessment Number: 809817**

Property Address: **81-117 Burrows Road, SWAN BAY VIC 3225**
 Property Description: **11000m2 LICENCE 701098, 254000m2 Lot 1 TP 179463**
 AVPCC / Land Use: **530 - Mixed farming and grazing-Normally more than 20Ha**

Applicant:

Secure Electronic Registries Victoria Pty Ltd
PO BOX 500
EAST MELBOURNE VIC 8002

Operative Valuation Date:	01-Jul-2025
Level of Valuation Date:	01-Jan-2025
Capital Improved Value:	2,850,000
Site Value:	2,600,000
Net Annual Value:	142,500

This certificate provides information regarding Valuation, Rates, Charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989, 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 **01/07/2025 to 30/06/2026**. Lump sum payment – due by **15/02/2026** or by instalment **30/09/2025, 30/11/2025, 28/02/2026 and 31/05/2026**. 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.

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

(ie. **25-Jan-2026**) 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.

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

CITY OF GREATER GEELONG
2025-2026 LAND INFORMATION CERTIFICATE (cont.)

In accordance with Section 121 of the
Local Government Act 2020

Date of Issue: **27-Oct-2025**

eService

Certificate No: **238236**

Property Address: **81-117 Burrows Road, SWAN BAY VIC 3225**

Assessment Number: **809817.0**

	<u>Rate, Charges & Other Monies</u>	<u>Amount \$</u>
Arrears:	Balance Brought Forward	0.00
	Legal Fees Arrears	0.00
Current:	General Rates	2,884.10
	State Government Levies	1,092.95
	Municipal Charge	0.00
	Refunds	0.00
	Concession Rebates	-1,153.64
	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	0.00
	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:	2,823.41

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



Billers Code: 17475

Reference: 100008098170

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

Your Ref: 78545322-012-9:210749

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: 20367247 **APPLICATION NUMBER:** 508065 **DATE:** 24/10/2025
PROPERTY ADDRESS: 81-117 BURROWS RD, SWAN BAY, VIC 3225
YOUR REFERENCE: 2025.11123
OWNER: S J Watson
COMMENTS: Comments

The following service charges are applicable for the abovenamed property for the period 01/10/2025 to 31/12/2025. 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	31.55	0.00	31.55
Total Service Charge	\$ 31.55	0.00	31.55

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
Water Service Charge	31.55	0.00	31.55
TOTAL DUE	\$ 31.55	0.00	31.55

Important Information

Account Not Yet Issued For Service And Volume Charges.

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

The water meter for this property was last read on 25/07/2025. In order to ensure accurate water volume charges are able to be adjusted at the time of settlement, you will need to make application for a special meter reading. This can be requested via [Property enquiry application](#) or by visiting the Properties and development section of our website. You should allow 5 working days for this to be completed and the certificate to be sent to you.

The information statement will also provide details of other charges, including any unpaid amounts. In order to ensure this is accurate close to the time of settlement, you can request an Information Statement update by going to [Information statement update](#) or by visiting Properties and development – Information statement update page on our website or by calling 1300 656 007.

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 23/12/2025. Barwon Water will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 23/12/2025 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

Dimitra Galanakis C/- GXS
Two Melbourne Quarter, Level 13, 697 Collins Street Docklands



Bill Code: 585224

Ref Code: 6900 0001 0024 2852 5

Information Statement Part A

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

INSTALLATION NUMBER: 17113393 **APPLICATION NUMBER:** 508065 **DATE:** 24/10/2025
PROPERTY ADDRESS: 1221-1223 SWAN BAY RD, SWAN BAY, VIC 3225
YOUR REFERENCE: 2025.11123
OWNER: IDCF Management Company No 1 Pty Ltd As Trustees
COMMENTS: **Comments**

The following service charges are applicable for the abovenamed property for the period 01/10/2025 to 31/12/2025. 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	31.55	0.00	31.55
Total Service Charge	\$ 31.55	0.00	31.55

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
Water Service Charge	31.55	0.00	31.55
Outstanding to 08/08/2025	4,153.57	0.00	4,153.57
TOTAL DUE	\$ 4,185.12	0.00	4,185.12

Important Information

Account Not Yet Issued For Service And Volume Charges.

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

The water meter for this property was last read on 25/07/2025. In order to ensure accurate water volume charges are able to be adjusted at the time of settlement, you will need to make application for a special meter reading. This can be requested via [Property enquiry application](#) or by visiting the Properties and development section of our website. You should allow 5 working days for this to be completed and the certificate to be sent to you.

The information statement will also provide details of other charges, including any unpaid amounts. In order to ensure this is accurate close to the time of settlement, you can request an Information Statement update by going to [Information statement update](#) or by visiting Properties and development – Information statement update page on our website or by calling 1300 656 007.

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 23/12/2025. Barwon Water will not be held responsible for information provided verbally. For settlement purposes another certificate should be obtained after 23/12/2025 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

Dimitra Galanakis C/- GXS
Two Melbourne Quarter, Level 13, 697 Collins Street Docklands

Information Statement Part B

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

25-10-2025

Dimitra Galanakis C/- GXS
Two Melbourne Quarter, Level 13, 697 Collins Street
Docklands

Property: 81-117 BURROWS ROAD SWAN BAY 3225

I refer to your application received at this office on 24/10/2025. 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: EC508065
Your Ref: 2025.11123
Agent Ref: 78545322-024-2

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)*

25-10-2025

Dimitra Galanakis C/- GXS
Two Melbourne Quarter, Level 13, 697 Collins Street
Docklands

Property: 1221 SWAN BAY RD SWAN BAY 3225

I refer to your application received at this office on 24/10/2025. 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: EC508065

Your Ref: 2025.11123

Agent Ref: 78545322-024-2

Yours faithfully.

Manager Customer Centre

WATER BY AGREEMENT

Dimitra Galanakis C/- GXS
Two Melbourne Quarter, Level 13, 697 Collins Street
Docklands

25-10-2025

Dear Sir/Madam

Re: Water Supply 'By Separate Written Agreement' to:

81 - 117 BURROWS RD SWAN BAY 3225

Our records indicate that this property is not within our declared serviced area.

It is currently subject to a [water by agreement](#) with Barwon Water.

What you need to do

If you have acquired or leased a property with an existing agreement, you must apply to transfer the agreement to your name.

If we do not receive your application within **14 days**, we may stop your water supply.

[Apply for water and sewer by agreement](#)

About the agreement

The agreement is between the property owner or tenant and Barwon Water, and includes the following conditions:

- there is no guarantee of ongoing water supply to your property
- you may need to meet new conditions due to changes in safe drinking water regulations
- you may need to pay for changes like new meters or moving pipes
- if a third-party owns the supply system, you will need to arrange access with them.

Terms and conditions

You can find our standard terms and conditions in the Barwon Water [Customer Charter](#).

Questions?

If you have any questions, please email info@barwonwater.vic.gov.au or call [1300 656 007](tel:1300656007) we're here to help.

Our Ref: EC508065

Your Ref: 2025.11123

Agent Ref: 78545322-024-2

Yours faithfully.

Manager Customer Centre



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Dimitra Galanakis
1/77 Yarra Street
GEELONG 3220

Client Reference: 2025.11123

NO PROPOSALS. As at the 24th October 2025, 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®.

81-117 BURROWS ROAD, SWAN BAY 3225
CITY OF GREATER GEELONG

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

Date of issue: 24th October 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 78545322 - 78545322145931 '2025.11123'

Extract of EPA Priority Site Register

Page 1 of 2

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: 81-117 BURROWS ROAD

SUBURB: SWAN BAY

MUNICIPALITY: GREATER GEELONG

MAP REFERENCES: Melways 40th Edition, Street Directory, Map 472 Reference K9
Melways 40th Edition, Street Directory, Map 472 Reference J9
Melways 40th Edition, Street Directory, Map 472 Reference K8
Melways 40th Edition, Street Directory, Map 472 Reference J8
Melways 40th Edition, Street Directory, Map 473 Reference A9
Melways 40th Edition, Street Directory, Map 473 Reference A8

DATE OF SEARCH: 24th October 2025

ACKNOWLEDGMENT AND IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER AND THIS EXTRACT:

A search of the Priority Sites Register for the above map reference(Melways), corresponding to the street address provided above, has indicated there is no Priority Site within the same map reference based on the most recent file provided to LANDATA by the Environment Protection Authority, Victoria (EPA).

The Priority Sites Register is not an exhaustive or comprehensive list of contaminated sites in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that EPA may not have information regarding all contaminated sites. While EPA has published information regarding potentially contaminating land uses, local councils and other relevant planning authorities may hold additional records or data concerning historical land uses. It is recommended that these sources of information should also be consulted in addition to this Extract.

Prospective buyers or parties to property transactions should undertake their own independent investigations and due diligence. This Extract should not be relied upon as the sole source of information regarding site contamination.

To the maximum extent permitted by law:

- Neither LANDATA, SERV nor EPA warrants the accuracy or completeness of the information in this Extract. Any person using or relying upon such information does so on the basis that LANDATA, SERV and EPA assume no liability whatsoever for any errors, faults, defects or omissions in the information in this Extract. Users are advised to undertake independent due diligence and seek professional advice before relying on this information
- Users of this Extract accept all risks and responsibilities for losses, damages, costs or other consequences resulting directly or indirectly from reliance on the information in this Extract or any related information; and
- LANDATA, SERV and EPA expressly disclaim all liability to any person for any claims arising from the use of this Extract or information therein. In circumstances where liability cannot be excluded, the total liability of LANDATA, SERV and EPA is limited to the payment made by you for the supply by LANDATA of this Extract.

For sites listed on the Priority Sites Register, copies of the relevant Notices, including reasons for issuance and associated management requirements, is available

**[Extract of Priority Sites Register] # 78545322 - 78545322145931
'2025.11123'**

Extract of EPA Priority Site Register

on request from EPA through the contact centre via 1300 EPA VIC (1300 372 842). For more information relating to the Priority Sites Register, refer to the EPA website at: <https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register>

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



PERMIT TO INSTALL/ALTER AN ON-SITE WASTEWATER MANAGEMENT SYSTEM

Environment Protection Act 2017 and Environment Protection Regulations 2021

Permit Number	SEPTIC-2022-13391
Date of Issue	27-Sep-2022
Owner	Mrs S J Watson 76 Ocean Road, POINT LONSDALE VIC 3225
Applicant	J Gray/37 Highland Way, HIGHTON VIC 3216 josh@geelongseptic tanks.com.au
Installation Address	81-117 Burrows Road, SWAN BAY VIC 3225
Property ID	324070
Treatment System	Sandfilter
Cert. of Conformance No.	SMK0800
Size of Sand filter	9 m ²
Type of Effluent Disposal Irrigation requirement	Sub surface irrigation 100 m ²
Daily Flow	Maximum of 60 Litres per day
Type of Building	Shed with toilet

Council hereby give permission to J Gray/37 Highland Way, HIGHTON VIC 3216 to install an on-site wastewater management system (OWMS) at 81-117 Burrows Road, SWAN BAY VIC 3225, in accordance with the approved plans and subject to full compliance with the conditions below.

This table stipulates the sizing and particulars for the system. These specifications are considered permit conditions and variation from these is prohibited without consent of Council.

Under the Environment Protection Act 2017 and Environment Protection Regulations 2021 it is a requirement for any person to comply with permit conditions. Failure to comply with any of the conditions within this permit may result in a penalty infringement notice or prosecution.

Ensure a copy of this document is retained for future reference regarding maintenance requirements and particulars for the system.

1. The Sand Filter Design and installation must comply with the [conditions outlined in the Victorian Government Gazette No. S 711](#).
2. The Sand Filter design and installation must be in accordance with the diagram and table below.

The diagram illustrates a cross-section of a drainage system. At the top, a layer of 20-25mm aggregate is shown, containing three circular distribution pipes (DN 90 slotted). Above this is a layer of 1350mm minimum filter sand. Below the sand is a layer of 7mm aggregate, which contains a single circular collection pipe (DN 100 slotted). The bottom layer is another 20-25mm aggregate. The ground level is indicated by a horizontal line. The diagram also shows a layer of geotextile and a filter liner from base to top (canvacon or thick puncture proof plastic). Dimensions are provided for various layers and pipes.

Grade 3.35% (1 in 30) can be graded from one side to another or as shown

Clean, good quality loam topsoil (imported if natural soil unsuitable)

Distribution pipes – DN 90 slotted

Ground level

100 mm

250 mm

750 mm

50 mm

200 mm

500 mm

1000 mm

1000 mm

600 mm

Layer of geotextile

20-25mm aggregate

1350mm minimum

1000mm

7mm aggregate

20-25mm aggregate

Filter liner from base to top (canvacon or thick puncture proof plastic)

Collection pipe – DN 100 slotted

Filter sand – must be washed and comply with the following requirements:

Dosage rate, L/m ² /day	Clay and Fine Silt Content (by Volume)	Effective Size, mm	Uniformity Co-efficient
Less than 50	Less than 5%	Between 0.25 and 0.60	Less than 4
50 or greater	Less than 5%	Between 0.4 and 1.0	Less than 4

3. The effluent disposal area must be treated with gypsum at a rate of 0.5kg/ m2 as per the LCA (Report No 17308G-LCA) completed by St Quentin dated October 2021.
4. To ensure even distribution of effluent it is essential that the pump capacity is adequate for the size and configuration of the effluent disposal area.
5. The effluent disposal area should be fenced off or otherwise isolated (such as by landscaping) to prevent vehicle/livestock access.

6. A minimum setback distance of 3 meters is required between effluent disposal area and adjacent lot where adjacent lot is down-slope of effluent disposal area.
7. Ensure effluent disposal area is located in an area where the roots of trees will not adversely affect irrigation pipe and drippers. Alternatively install a root guard around perimeter of effluent disposal area or other appropriate means of minimising damage to the effluent disposal area from tree roots.
8. Overflow from rainwater tanks must not be dispersed over effluent disposal area.
9. Ensure irrigation lines are covered with good quality topsoil.

PERMIT CONDITIONS

1. The construction and installation of the on-site wastewater management system must be in accordance with:
 - a. Environment Protection Act 2017 (the 'Act');
 - b. Environment Protection Regulations 2021;
 - c. EPA Code of Practice Onsite Wastewater Management Publication 891.4 July 2016 and Code of Practice for Small Wastewater Treatment Plants 1997;
 - d. Victorian Government Gazette No. S 711;
 - e. Australian Standard (AS/NZS) 1547:2012 – On-site domestic wastewater management;
 - f. Australian Standard (AS/NZS) 1546.1:2008 – On-site domestic wastewater treatment units – Septic Tanks;
 - g. Australian Standard (AS/NZS) 3500 – National Plumbing and Drainage Code;
 - h. Manufacturers' Specifications;
 - i. Any modifications and conditions imposed by Council and all conditions contained within this and subsequent permits:
2. **This Permit to Install an on-site wastewater management system will expire two (2) years from the date of issue unless:**
 - a. **The system is constructed to the satisfaction of Council and issued with an Approval to Use an on-site wastewater management system; or,**
 - b. **An application to renew the Permit to Install has been approved by Council.**
3. The issuing of this permit does not give permission for other aspects that may require permits. Contact must be made with Council's Building and Planning departments for appropriate approvals.
4. No variation shall be made to the stamped plan and permit conditions without consent of Council. This includes, but is not limited to, a change to plumber's details, location or type of treatment system and/or effluent field location, or a variation to the dwelling design or size.
5. Council must be notified at least two (2) working days prior to the installation and construction of any part of the septic tank system and/or disposal area.
6. The on-site wastewater management system is NOT to be used until an 'Approval to Use' has been issued for the system.
7. The property owner may be required to undertake further works as directed by Council.
8. The property must connect to mains sewer within three (3) months of it becoming available.
9. Any changes or alterations to this OWMS after the issue of the Approval to Use will require a Permit to Alter an on-site wastewater management system, please contact Council to discuss.

INSTALLATION CONDITIONS

10. **The invert of the inlet to the septic tank must be no more than 600mm below ground level. If this cannot be achieved than a pump pit may need to be installed after the septic tank.**
11. The gradient on drains from buildings or dwellings to the septic tank system is to be a minimum of 1:60 and all pipes, except the effluent drainage pipe, shall be laid in sewer quality pipe.
12. Provide a suitably located overflow relief gully and drainage vent on the septic pipes. A fixture such as a wash hand basin or other approved fixtures should be wasted through the overflow relief gully to maintain a water seal within the fitting.
13. No provision has been included in this Permit to Install for a food waste disposal unit or a bath/spa bath (capacity greater than 200 Litres) to be connected to the OWMS.
14. All plumbing and drainage works must be carried out by a licensed plumber/drainer with the Victorian Building Authority (VBA), and in compliance with AS/NZS 3500 – National Plumbing and Drainage Code.
15. All electrical work must be carried out by a licensed electrician registered with Energy Safe Victoria.
16. An alarm system with suitable visual and/or audio (with mute facility) warning signal must be installed in an appropriate location to indicate failure of any pump.
17. All access openings for the septic tank system must be brought up to ground level in accordance with AS/NZS 1546.1:2008 – On-site domestic wastewater treatment units – Septic Tanks; AS/NZS 3500 National Plumbing & Drainage Code; and AS/NZS 1547:2012 - On-site domestic wastewater management.
18. The sand filter design must comply with Appendix G of the EPA Code of Practice Onsite Wastewater Management, Publication 891.4 July 2016. Council is to be provided with a Sieve Analysis Certificate applicable to the sand used in the filter. The Sieve analysis shall be carried out in accordance with Australian Standard AS1141.3.1:2012 – Methods for Sampling and Testing Aggregates.
19. The Sand Filter is to be backfilled with a maximum depth of 250mm of topsoil in the centre, tapered to a maximum depth of 100mm along the edges so as to shed any surface water. The topsoil shall be of good quality, capable of supporting suitable vegetative growth. Clay must be removed from the area to prevent reuse over this area.
20. The sub-floor sewer must be installed as high as possible in order to enable the septic tank inlet to be maintained no lower than 600mm below natural ground level. Where this is not possible, an additional pump shall be required to pump the effluent to the sand filter.
21. The irrigation field is to be installed using purple coloured, pressure compensating, anti-siphon drip emitter lines designed by the manufacturer for use for below ground treated wastewater disposal. Irrigation lines must be installed a maximum 150mm below natural ground level.
22. The spacing of sub-surface irrigation lines must be 1000mm in clay soils. For the purposes of sizing the effluent area, 1 lineal metre of line is equivalent to 1m² of area. In accordance with the AS/NZS 1547:2012, irrigation lines may be spaced closer together in certain soil types, however the effluent disposal area is to be calculated by measuring the total area of the irrigation field.
23. Where the disposal is via “surface irrigation” the requirements of the AS/NZS 1547:2012 must be complied with and a sample of the recycled water being irrigated to be collected and tested by a National Association of Testing Authority (NATA) registered laboratory. Results are to be submitted to Council annually.
24. In line filters must be provided on the pump discharge to protect pipework from any effluent solids carried over into the irrigation lines and to facilitate system servicing.

25. In line with manufacturer's specifications, the irrigation field must be installed in multiple zones where the irrigation field is too large for the pump to maintain pressure in the field. These zones are to be dosed using an automatic indexing/rotor valve. This valve is to be capped at ground level for maintenance purposes.
26. Air/Vacuum release valves shall be installed at high points in the pipeline to prevent ingress of soil into irrigation lines. These valves shall be fitted with boxes, with purple coloured lids, to protect the valve and to provide access for maintenance.
27. Flush valves in surface boxes or taps are to be installed in accordance with manufacturer's specifications to allow periodic flushing of the irrigation field. All surface boxes must have purple coloured lids. Flush water must be returned back into the primary tank.
28. Where the land application area has a slope of more than 5%, a diversion drain or mound must be constructed upslope of the irrigation field to divert stormwater around the perimeter of the land application area.
29. For medium to heavy clayey soils, either the effluent irrigation area must be prepared with application of gypsum at a minimum rate of 1 kg/m²; and the effluent irrigation area must be backfilled with imported topsoil.
30. Standard water reduction fixtures must be installed, this includes dual flush 11/5.5 litre water closets, shower flow restrictors, aerator faucets (taps) and water conserving automatic washing machines.
31. All minimum setback distances for secondary treated effluent, as described in the current EPA Code of Practice, must be strictly adhered to. This includes, but is not limited to, all waterways, dams, dwellings, boundaries, swimming pools, drains, and water supply pipes etc.
32. If the premise is a commercial food premises, an approved grease trap is required to be installed in accordance with Barwon Water requirements.

MAINTENANCE CONDITIONS

33. The installer must provide the property owner with sufficient information to be able to operate the OWMS and understand when maintenance is required.
34. An owner of land on which an on-site wastewater management system is located must provide to a person in management or control of the system (for example an occupier or renter), written information regarding the correct operation and maintenance of the system.
35. The tank should be checked on an annual basis by a maintenance contractor. Pump out is required when the tank is half full of solid material.
36. The effluent irrigation area must be maintained as a permanent, dedicated area. Buildings, driveways, concrete, tennis courts, garden beds, vegetable gardens, large trees, animal pens, cubby houses and the like must not be placed in or on effluent disposal areas. The effluent area must be protected from vehicular and livestock activity at all times.

Should you require further assistance please contact James Habel on ☎ 5272 5547.

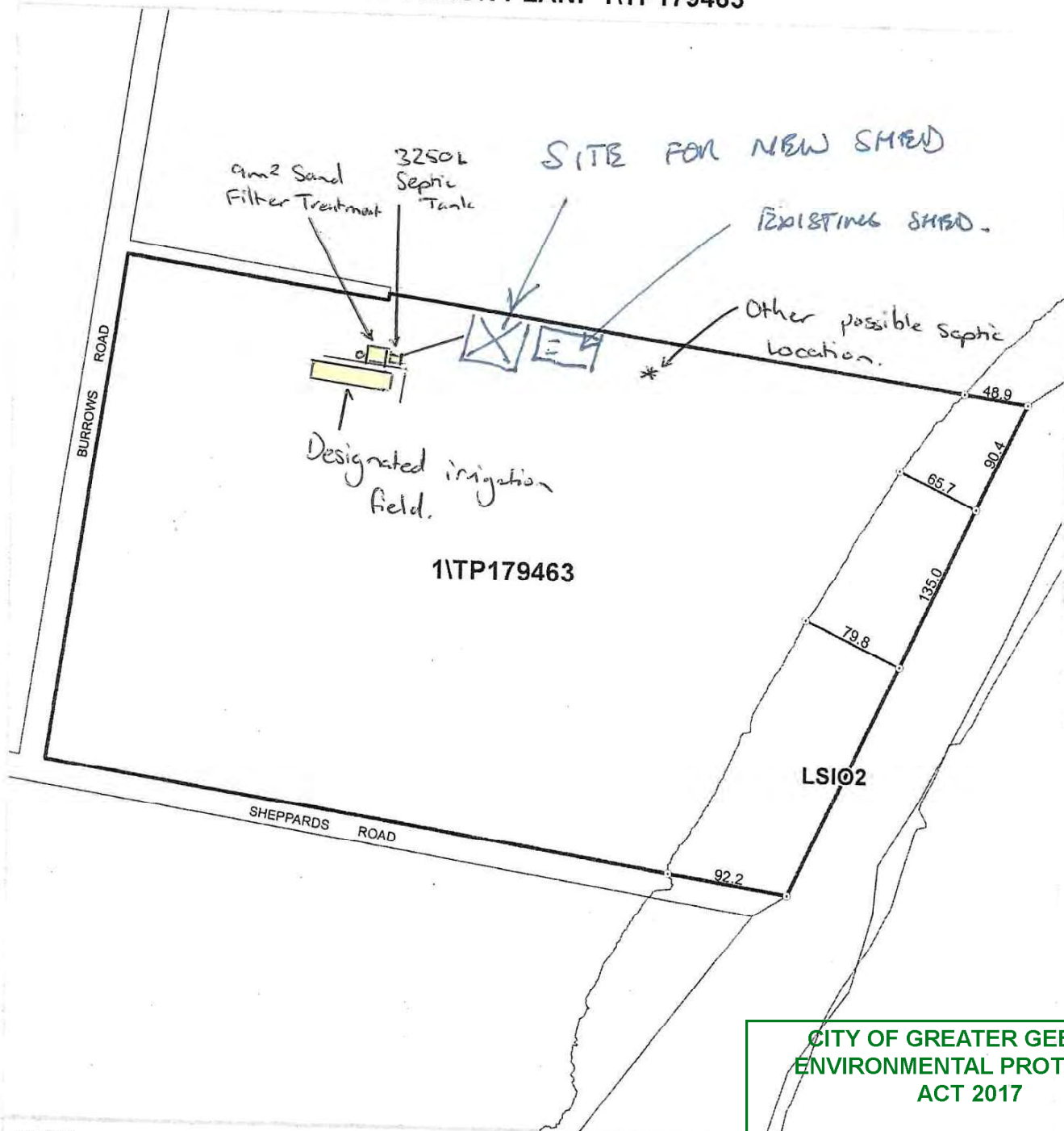
Jonathan Carter

Jonathan Carter
Team Leader Environmental Health

27 September 2022

Copy to: Sally Watson - tim@sunlandaq.com.au

GREATER GEELONG PLANNING SCHEME
DEFINITION PLAN: 1\TP179463



Subject Land

LSIO - Land Subject to Inundation Overlay

This is an automatically generated plan and should be considered indicative only

NOTE: All Dimensions are in Metres to 1 decimal place and are Subject to Survey
Offsets are at 90 degrees from title boundary or fenceline

Disclaimer
This publication may be of assistance to you but the State of Victoria and its

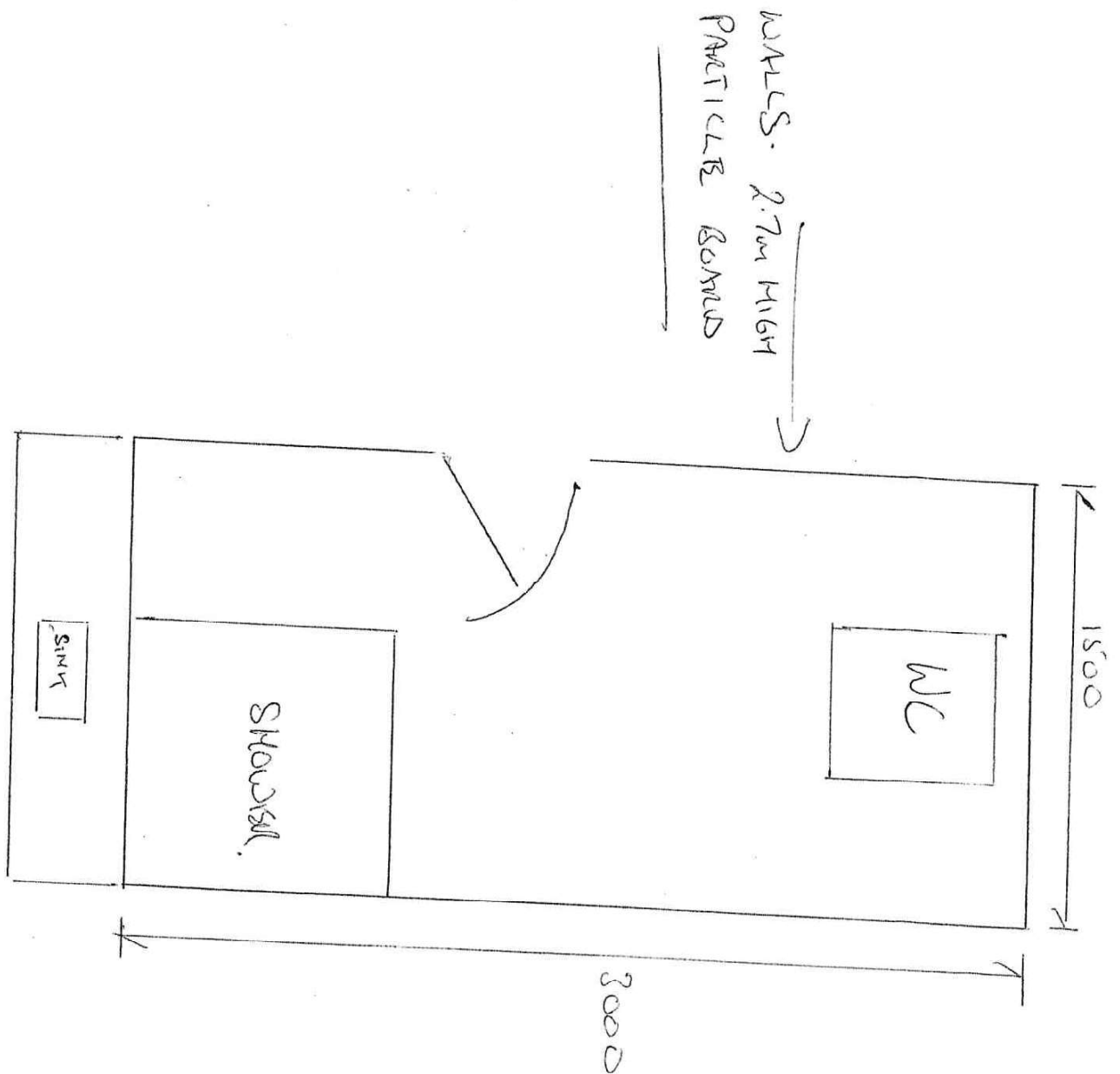
JOB ID: DP1616

CITY OF GREATER GEELONG
ENVIRONMENTAL PROTECTION
ACT 2017

Licence No: SEPTIC-2022-13391
Condition: Refer to permit for conditions
Sheet 1 of 2

Approved By James Habel
Approved Date 12/09/2022





CITY OF GREATER GEELONG
ENVIRONMENTAL PROTECTION
ACT 2017

Licence No: SEPTIC-2022-13391
Condition: Refer to permit for conditions
Sheet 2 of 2
Approved By James Habel
Approved Date 12/09/2022

CITY OF GREATER GEELONG

WADAWURRUNG COUNTRY
PO Box 104, Geelong VIC 3220

P: 03 5272 5272
E: contactus@geelongcity.vic.gov.au
www.geelongaustralia.com.au



St Quentin Consulting Pty Ltd
PO BOX 919
GEELONG VIC 3220

29 July 2025

Planning Permit Application No:
PP-1105-2024

Dear Sir/Madam

Re: Planning Permit Application No.: PP-1105-2024
Address: 81-117 Burrows Road, SWAN BAY
Proposal: Use and Development of a Dwelling in a Farming Zone

I refer to the above application and wish to advise that under authority delegated by the Responsible Authority, your application for the abovementioned proposal in accordance with the plans submitted, has assessed.

After due consideration, it was resolved to grant a Planning Permit.

Please find enclosed a copy of the permit. When submitting your amended condition documentation, please [click here](#) for the required application form and forward to statplanning@geelongcity.vic.gov.au

Also, please see attached, information detailing various approvals which may be required in addition to a Planning Permit.

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.

Should you require any further information please contact **Peter Watkins** on peter.watkins@geelongcity.vic.gov.au or **03 5272 5570**.

Yours sincerely

A handwritten signature in black ink, appearing to read "P. Watkins".

Peter Watkins
STATUTORY PLANNER

STATUTORY PLANNING
WURRIKI NYAL
WADAWURRUNG COUNTRY
137-149 MERCER 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, have a large development project, or are proposing to change the use of your land, you may require a Building Permit. Information on Building permits and what is required can be obtained from a Private Building Surveyor or Council can be appointed as your Building Surveyor. Your appointed Building Surveyor may advise that you require a Building Consent, 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. Further information is available on Council's website.

Building Over Easements

Council's Building Department is responsible for the issue of consents for construction over easements. Information and application forms are available on Council's website. Further enquiries can be made via Council's Customer Service Line: 5272 5272, or you can email your enquiry to building@geelongcity.vic.gov.au. Consent may also be required to build over easements which affect other agencies (eg Powercor or Barwon Water).

Civil Infrastructure Permits

Various permits must be obtained before commencing any works affecting our infrastructure. Permit information is available on our [Engineering Permits webpage](#) or via the permit webpages below. Our Civil Infrastructure team can answer any further queries – please call 5272 5076 or 5272 4426, or email engpermits@geelongcity.vic.gov.au.

Asset Protection Permit

An [Asset Protection Permit](#) is required before work commences on site.

Works Within Road Reserve Permit / Utility Application Consent Permit

A [Works Within Road Reserve Permit](#) is required before work commences in the road reserve.

Vehicle Crossing Permit

A [Vehicle Crossing Permit](#) is required to construct or alter a vehicle crossing in the road reserve outside a property title boundary. An inspection is required before an application is submitted.

Legal Point of Discharge

Building or land redevelopment works may require a [Legal Point of Discharge report](#).

Engineering Plans

Additional fees may apply if we need to check engineering, design or drainage plans. Information is available on our [Engineering Inspections for Planning Permits webpage](#).

Environmental Health Permits

If you are planning to operate a [food/ drink](#), [health/beauty or accommodation](#) business, you will need to apply for registration to ensure your business complies with the relevant regulations and recommend applying prior to finalising floorplans to prevent the need for retrofitting. If you are located on an unsewered property and are planning to build or renovate, you will need to submit an ['On-site Wastewater Management System application'](#) to obtain a permit to install/alter an onsite wastewater management system. For further information about any of these applications to ensure your business complies with the relevant regulations please contact the Environmental Health Unit on 5272 4411.

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 Planning Unit on 52 725272 or email parksplanning@geelongcity.vic.gov.au

Liquor Licence

A Planning Permit is often confused with a Liquor Licence. A Liquor Licence can only be issued by Victorian Gambling and Casino Control Commission (VGCCC); however, the process requires that Council's regulations are met first. Please contact VGCCC on 1300 182 457 for further information.

Use of Public Land (e.g., footpaths)

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

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-1105-2024**

Planning Scheme **Greater Geelong Planning Scheme**

Responsible Authority **Greater Geelong City Council**

ADDRESS OF THE LAND **81-117 BURROWS ROAD, SWAN BAY**

THE PERMIT ALLOWS:

Planning Scheme Clause	Matter for which the permit has been granted
35.07-1	Use the land for a Dwelling
35.07-4	A building or works associated with a Dwelling
42.03-2	Construct a building or construct or carry out works or a dwelling

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Amended Plans

1. Prior to works commencing, amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be amended to show;
 - a) The following documentation amended to reflect the position of the dwelling, as per plans received 10 June 2025:
 - i. Landscape Plan.
 - ii. Farm Management Plan.
 - iii. Land Capability Assessment.
 - b) Farm Management Plan amended to show:
 - i. How biodiversity values of the area will be protected and enhanced. This could include references to the riparian area enhancement
 - ii. Restricting the use of fertilisers and trace elements within and adjacent the conservation area, nothing this approach will favour weed establishment and has the potential to impact amphibians detrimentally
 - iii. Specifically restrict stock access to the conservation area
 - iv. Adding detail to the weed and pest animal management program
 - v. Nominating areas within or adjacent the conservation area for additional revegetation of indigenous plants including a species list and density of planting
 - vi. The inclusion of on-site commitments as part of the Bellarine Peninsula Saltmarsh restoration program (CCMA).
 - c) Any consequential changes to the plan set as required by any other condition on this permit.

Endorsed Plans

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

Date Issued: 28 July 2025

Signature of the
Responsible Authority:



CONDITIONS OF PLANNING PERMIT NUMBER PP-1105-2024 CONTINUED

3. Operations on the site must be in accordance with the endorsed Farm Management Plan prepared by Enprove, dated 26th November 2024, or any subsequent approved version of this document.

Dwelling

4. Access to the dwelling must be provided via an all-weather road with dimensions adequate to accommodate emergency vehicles.
5. Each dwelling must be connected to reticulated sewerage, if available. If reticulated sewerage is not available all wastewater from each dwelling must be treated and retained within the lot in accordance with the requirements of the Environment Protection Regulations under the Environment Protection Act 2017 for an on-site wastewater management system.
6. 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.
7. The dwelling must be connected to a reticulated electricity supply or have an alternative energy source.
8. Any new dwelling allowed by this permit must not be connected to a reticulated gas service (within the meaning of clause 53.03 of the relevant planning scheme). This condition continues to have force and effect after the development authorised by this permit has been completed.

Onsite Wastewater Management System

9. An approved onsite wastewater management system must be installed concurrently with the erection of the dwelling and all wastewater must be disposed of within the curtilage of the property in accordance with the approved land capability assessment report, to the satisfaction of the Responsible Authority.

Vegetation Protection and Construction Management

10. The following activities must be restricted to the cropped farm land to the west of the dwelling footprint. None of these activities is to occur within vegetated roadsides or within or adjacent to the Swan Bay conservation area:
- a) Vehicular or public pedestrian access.
 - b) Trenching or soil excavation.
 - c) Changes to the soil grade level.
 - d) Storage or dumping of tools, equipment, soil, stone or waste.
 - e) Construction of entry and exit pits for underground services.
 - f) Temporary or permanent installation of signs and utilities.
 - g) Attachment of any materials to trees (including temporary service wires, nails, screws or any other fixing device);
 - h) Any other actions or activities that may result in adverse impacts to retained native vegetation.



CONDITIONS OF PLANNING PERMIT NUMBER PP-1105-2024 CONTINUED

11. A sediment fence must be installed east of the dwelling footprint along the eastern edge of the property adjacent to Swan Bay to minimise any surface run-off impacts to Swan Bay through construction works.
12. Water run-off must be designed to ensure that native vegetation and conservation areas to be protected are not compromised, to the satisfaction of the Responsible Authority.
13. All construction and maintenance equipment, earth moving equipment and associated machinery must be made free of soil, seed and plant material before being taken to the works site and again before being removed from the works site to the satisfaction of the Responsible Authority. This is to help prevent the spread of noxious weeds listed under the Catchment and Land Protection Act 1994.
14. Any trenching required for utilities must be undertaken within the driveway alignment or within cropped land. Any changes to this must be reported to the Environment Unit.

Expiry

15. 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) The development of the building(s) hereby approved is not completed within four (4) years of the date of this permit.
 - c) The use has not commenced 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. The applicant or owner of the land will be required to submit an 'application to Install an Onsite Wastewater Management System' to Council's Environmental Health Unit in order to obtain a permit to install.



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.

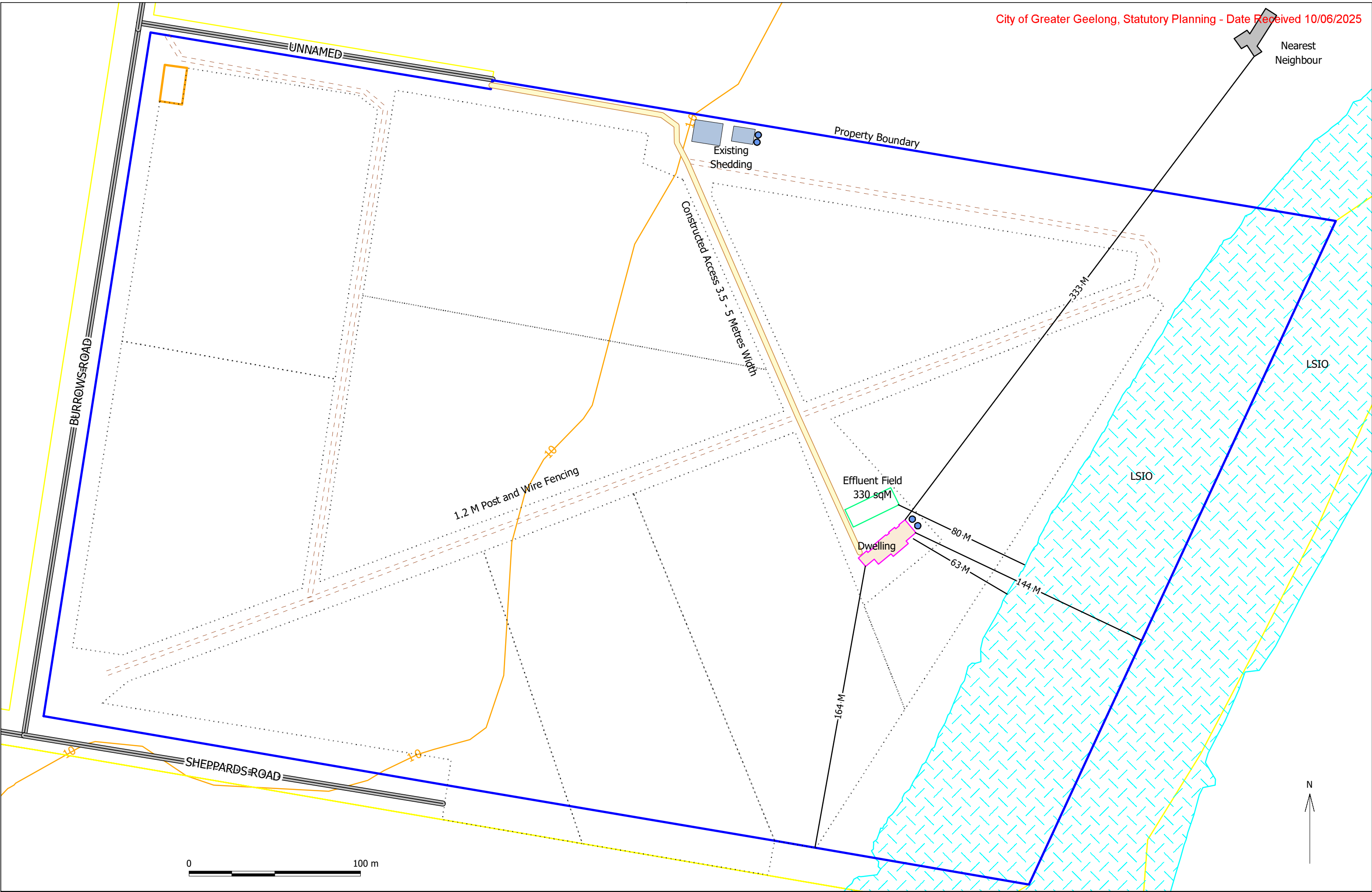
WHEN DOES A PERMIT EXPIRE?

- 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.

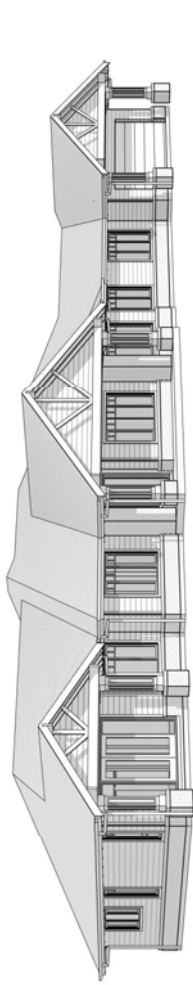
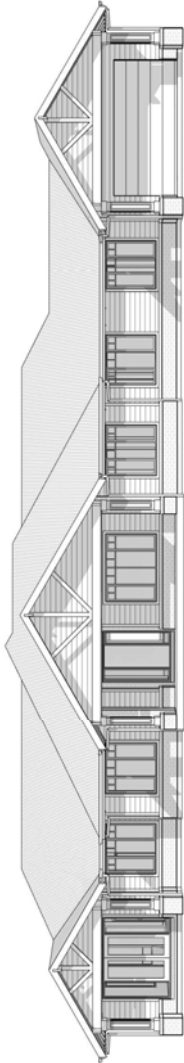
WHAT ABOUT REVIEWS?

- * 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.

Victorian Civil and Administrative Tribunal, 7th Floor, 55 King Street, MELBOURNE, 3000 Ph: 1300 018 228



81 - 117 Burrows Road Swan Bay Site and Separations Map



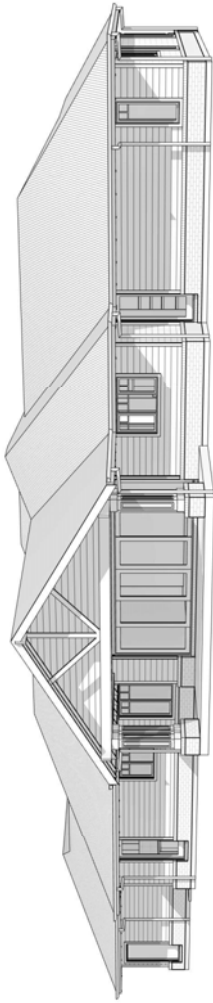
D34

FONTAINE 44

DRAWING LIST

SHEET No. SHEET NAME

SHEET No. SHEET NAME



NOTES:

REVISIONS				REVISIONS					
REV.	DESCRIPTION	DATE	DRAWN	CHECKED	REV.	DESCRIPTION	DATE	DRAWN	CHECKED
1	-	DD-MM-YY	-	-					

DRAWING TITLE:

COVER SHEET



DESIGN:

D34

FACADE:

FONTAINE 44

CEILING:

27G RH

OWNER:

METRICON HOMES

CLIENT ADDRESS

VIC



501 Blackburn Road, Mount Waverley, VIC, 3149
P.O. Box 897, Mount Waverley, VIC, 3149
Builders Licence N°: CB5U 52967 ACN: 005 108 792
Tel: 1307 788 773
www.metriconhomes.com.au

© COPYRIGHT
Metricon homes owns copyright
Unauthorized use, reproduction
or adaptation is forbidden and will
be prosecuted.

NOTE: SHADOWS SHOWN HERE ARE NOT SITE SPECIFIC. THEY ARE
ADDED TO HELP UNDERSTAND THE VOLUME AND SHAPE OF HOUSE.

JOB N°:	####	PERMIT N°:	000000
WIND SPEED:	##	MASTER ISSUED:	DDMMYYYY
DRAWN:	SD	CHECKED:	JSBL
DATE: 08/10/2021		SHEET:	
MASTER PLAN		F01-00/14	

STANDARD NOTES:

*WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALE.
*FLOOR PLAN DIMENSIONS ARE TO FRAME SIZE ONLY

GENERAL NOTES:

- WINDOW SIZES ARE NOMINATED AS GENERIC CODES. FIRST 2 NUMBERS REFER TO HEIGHT & SECOND 2 RELATE TO WIDTH.
- WINDOWS TO COMPLY WITH NCC 3.9.2.6 & 3.9.2.7
- ALL GLAZING TO COMPLY WITH A.S. 1286-2006 GLASS IN BUILDINGS & WITH A.S. 4055-2012 FOR WINDLOADING.
- WINDOW SUPPLIER TO PROVIDE COVER BOARDS TO ALL CORNER WINDOWS UNLESS NOTED OTHERWISE.
- WINDOW HEAD HEIGHT DIMENSIONS TO BE TAKEN TO THE NEAREST CORRESPONDING BRICK COURSE.
- PROVIDE LIGHT WEIGHT CLADDING ABOVE ALL CORNER WINDOWS - UNLESS NOTED OTHERWISE
- GARAGE ROOF TO BE TIED DOWN MIN. 1200 INTO BRICKWORK WITH HOOP IRON STRAPS.
- ALL WATER CLOSET DOORS TO BE REMOVABLE IN ACCORDANCE WITH NCC 3.8.3.
- EXTERNAL PLIABLE MEMBRANES TO COMPLY WITH & BE INSTALLED IN ACCORDANCE WITH NCC 3.8.7.2 & A.SINZS 4200.1 & AS 4200.2.
- ALL STEPS & STAIRS TO HAVE A 240mm MIN. & 355mm MAX. TREAD WIDTH. 115mm MIN. & 190mm MAX. RISER HEIGHT & MUST COMPLY WITH NCC 3.9.1.
- BALUSTRADE IN ACCORDANCE WITH NCC 3.9.2. TO BE INSTALLED WHERE INTERNAL & EXTERNAL LANDINGS EXCEED 1000mm ABOVE FINISHED GROUND LEVEL.
- GUTTERING & DRAINAGE SYSTEM TO COMPLY WITH AS 3500
- PROVIDE CAVITY FLASHING & WEEP HOLES ABOVE LOWER STOREY OPENINGS.
- SARKING TO ROOF TO BE INSTALLED AS PER NCC 3.5.2.4
- ANTI-PONDING DEVICE/ BOARD TO BE INSTALLED AS PER NCC 3.5.2.5 TO TILED SARKED ROOFS WITH PITCH LESS THAN 20° & TILED ROOFS W/- NO EAVES (REFER S-TYP-ROOF-06)
- WATERPROOFING OF VET AREAS TO COMPLY WITH A.S.3740 &/OR NCC 3.8.1.2.
- SUB-FLOOR VENTILATION IN ACCORDANCE WITH NCC 3.4.1. TO BE PROVIDED TO SUSPENDED TIMBER FLOOR.
- PROVIDE PLASTER LINED CEILING TO ALL AREAS UNLESS NOTED OTHERWISE.
- IF EXTERNAL RENDER IS SUPPLIED BY METRICON. THE RENDER PROCESS IS TO BE APPLIED OVER THE CAULKED ARTICULATION JOINTS AS PER METRICON STANDARD PRACTICES.

FRAMING NOTES:

- CENTRE ALL WINDOWS & DOORS INTERNALLY TO ROOM UNLESS OTHERWISE NOTED.
- PROVIDE 2NO. 90x45 JAMB STUDS TO ALL INTERNAL DOOR OPENINGS AND ALL SLIDING ROBE DOOR OPENINGS AS PER DETAIL S-TYP-DOOR-01.
- ENSURE RETURN AIR GRILLE & VOID IS CLEAR OF TRUSS &/OR FRAMING CONSTRUCTION.
- TIMBER ROOF TRUSSES TO MANUFACTURERS COMPUTATIONS AND LAYOUTS.
- ALL STRUCTURAL TIMBER FRAMING SIZES TO BE IN ACCORDANCE WITH A.S.1684.2-2010 NATIONAL TIMBER FRAMING CODE & OR ENGINEERS STRUCTURAL COMPUTATIONS.
- STAIR IS INDICATIVE ONLY. REFER TO DETAILS.

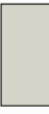
ENERGY EFFICIENCY:

- NOTE DESIGN MODIFICATIONS MAY BE NECESSARY TO ACHIEVE REQUIRED ENERGY RATING, DEPENDING ON SITING.
- DOOR SEALS - SILL SEALS TO EXTERNAL HINGED DOORS (INCL. GARAGE INTERNAL ACCESS DOOR).
- WINDOWS - SHALL BE WEATHER STRIPPED.
- DRAFT EXCLUSION - REFLECTIVE SISALATION WEATHER WRAP WITH TAPED HORIZONTAL AND VERTICAL JOINTS. SEALED GAPS AROUND WINDOWS AND EXTERNAL DOORS TO BE INSTALLED IN ACCORDANCE WITH NCC 3.5.4.6 & A.SINZS 2904.
- EXHAUST FANS - DRAFT PREVENTION TO EXHAUST FANS, TO RELEVANT BUILDING CODES.
- CEILING INSULATION - R4.0 W/- R2.5 BATTS TO EXTERNAL PERIMETER EXCLUDES, OUTDOOR ROOM, VERANDAH, PORTICO AND GARAGE.
- WALL INSULATION - R2.0 BATTS TO ALL EXTERNAL WALLS INCL. HOUSE/GARAGE WALLS AND HOUSE/ROOF SPACE WALLS, NO INSULATION TO GARAGE WALLS.
- FIRST FLOOR INSULATION - R4.0 BATTS TO FLOOR AREA ABOVE GARAGE, PORTICO, VERANDAH AND OUTDOOR ROOM.
- DOWNLIGHTS - ALL DOWNLIGHTS TO BE SEALED.

COMPLIANCE NOTES:

- INSULATION OF SERVICES AS PER NCC 3.12.5.1
- CENTRAL HEATING WATER PIPING AS PER NCC 3.12.5.2.
- HEATING & COOLING DUCTWORK AS PER NCC 3.12.5.3 & SEALING PER AS 4254.
- ELECTRIC SPACE HEATING AS PER NCC 3.12.5.4.
- ARTIFICIAL LIGHTING AS PER NCC 3.12.5.5.
- WATER HEATER IN HOT WATER SUPPLY SYSTEM AS PER NCC 3.12.5.6.
- ALL SMOKE DETECTORS ARE TO BE INTERCONNECTED IN ACCORDANCE WITH NCC 2016 CLAUSE 3.7.2.2
- ALL EXHAUST FANS AND RANGEHOOD, DUCTED TO OUTSIDE AIR VIA EXPOSED FLUEPIPES OR WALL VENTS IN ACCORDANCE W/-NCC 3.8.7.3.
- SAFETY GLAZING IN HUMAN IMPACT AREAS INCLUDING ADJACENT TO BATHS OR SHOWERS TO BE IN ACCORDANCE WITH NCC 3.6.4.5

REFERENCE DETAILS	
DETAIL NO.	DETAIL DESCRIPTION
S-TYP-FONT-01	FONTAINE TYPICAL FACADE DETAIL
S-TYP-CLAD-02	JAMES HARDIE LINEA CLADDING DETAIL
S-TYP-WET-01	TILED RECESS DETAIL

Exterior Colour Scheme		
	Roof /gutters Basalt®	
	Fascia Basalt®	
	Downpipes Basalt®	

NOTES:

DRAWING TITLE:

GENERAL NOTES

DESIGN:

D34

FACADE:

FONTAINE 44

CEILING:

27G RH

OWNER:

METRICON HOMES

CLIENT ADDRESS

VIC

SCALE (A3)

0 1 2 3m

Do NOT scale this drawing.
All written dimensions take precedence
over scaled dimension. If in doubt, ASK

901 Blackburn Road, Mount Waverley, VIC, 3149
P.O. Box 857, Mount Waverley, VIC, 3149

Builders Licence N°: CDB-U 52987 ACH: 005 189 752

Tel: 1300 766 773
www.metriconhomes.com.au

© COPYRIGHT
Metricon homes owns copyright
in this drawing. No part of this
drawing may be reproduced,
stored in a retrieval system,
or adapted in any form or by
any means, electronic, mechanical,
photocopying, recording, or
by any information storage and
retrieval system, without the
written permission of Metricon
Homes Pty Ltd.

PERMIT N°: 000000

MASTER ISSUED: DOMMYYY

JOB N°: #####

WIND SPEED: #

DRAWN: SD

CHECKED: JSBL

MASTER PLAN

DATE: 08/10/2021

SHEET:

F01-01/14



7440

3240

8150

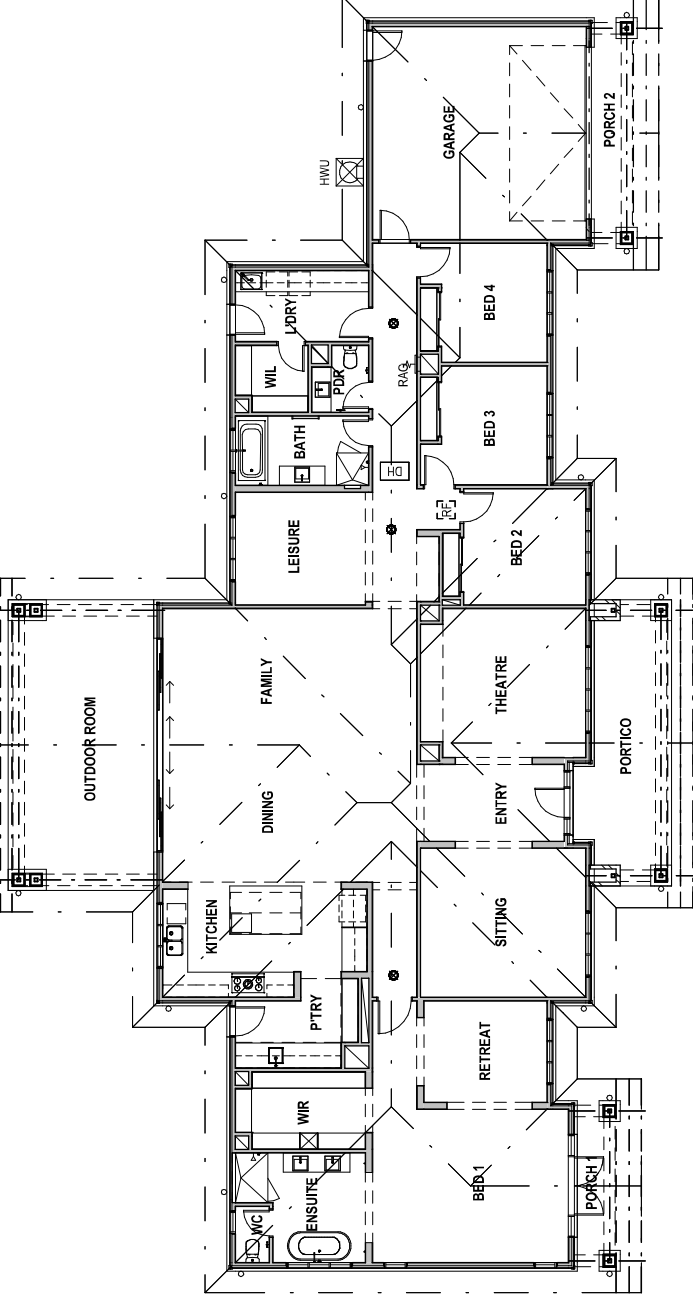
OUTDOOR ROOM OVERALL

9480

6840



1440 1200 9830 2040 4080



18990 6470 3840 2040 4080



4730

PORCH 1

8030

PORTICO OVERALL

6480

GARAGE OVERALL / PORCH 2

35150

OVERALL



NOTES:

- 600 EAVES (N.O.)
- CENTRE ALL WINDOWS & EXTERNAL DOORS INTERNALLY TO ROOM (UNO) INTERNAL HINGED DOORS TO BE CENTRED TO THE HALLWAY
- 300D, BULKHEAD THROUGHOUT (UNO)
- 240mm HIGH INTERNAL DOORS THROUGHOUT

LEGEND:

- UNDER STAIR WALLS (WHERE APPLICABLE) - TO BE BUILT AFTER STAIR
- 70MM STUD WALLS
- DUCTED HEATING RETURN AIR WALL GRILLE
- DUCTED HEATING UNIT LOCATION
- ROOF ACCESS
- SMOKE ALARM

DRAWING TITLE:

FLOOR PLAN

DESIGN:

D34

FACADE:

FONTAINE 44

CEILING:

27G RH

OWNER:

METRICON HOMES

CLIENT ADDRESS

VIC

AREA	m ²	SQR
GROUND FLOOR	305.40 m ²	32.87
TOTAL LIVING	305.40 m ²	32.87
PORTICO	18.57 m ²	2.00
PORCH 2	7.83 m ²	0.84
PORCH 1	5.75 m ²	0.62
OUTDOOR ROOM	33.25 m ²	3.58
GARAGE	40.50 m ²	4.36
TOTAL OTHER	103.91 m ²	11.40
TOTAL	411.30 m ²	44.27

m SIGNATURE
BY METRICON
metricon

© COPYRIGHT
591 Blackburn Road, Mount Waverley, VIC, 3149
P.O. Box 857, Mount Waverley, VIC, 3148
Builders Licence N°: CB9-LJ 52987 / ACH: 005 189 752
Tel: 1300 786 773
www.metriconhomes.com.au

Spec: 16/09/2021

JOB N°:	####	PERMIT N°:	000000
WIND SPEED:	#	MASTER ISSUED:	DDMMYYYY
DRAWN:	SD	CHECKED:	JSBL
DATE: 08/10/2021		SHEET:	
MASTER PLAN		F01-03/14	

NOTES:

- 600 EAVES U.N.O.
- CENTRE ALL WINDOWS & EXTERNAL DOORS INTERNALLY TO ROOM (UNO) INTERNAL HINGED DOORS TO BE CENTRED TO THE HALLWAY
- 3000. BULKHEAD THROUGHOUT (UNO)
- 2300mm HIGH INTERNAL DOORS THROUGHOUT

LEGEND:

UNDER STAR WALLS (WHERE APPLICABLE) -
TO BE BUILT AFTER STAR
70MM STUD WALLS

m SIGNATURE
BY METRICON

SPEC: 16/09/2021

© COPYRIGHT
50 Blackmore Road, Mount Waverley, VIC 3149
P.O. Box 867, Mount Waverley, VIC 3149
Metricon Homes owns copyright
in this drawing. No reproduction
or alterations in totality and will
be prosecuted.
Tel: 1300 798 773
www.metriconhomes.com.au

DESIGN:
D34

PRODUCT CODE:
VS5F0M4F0N51

CEILING:
27G RH

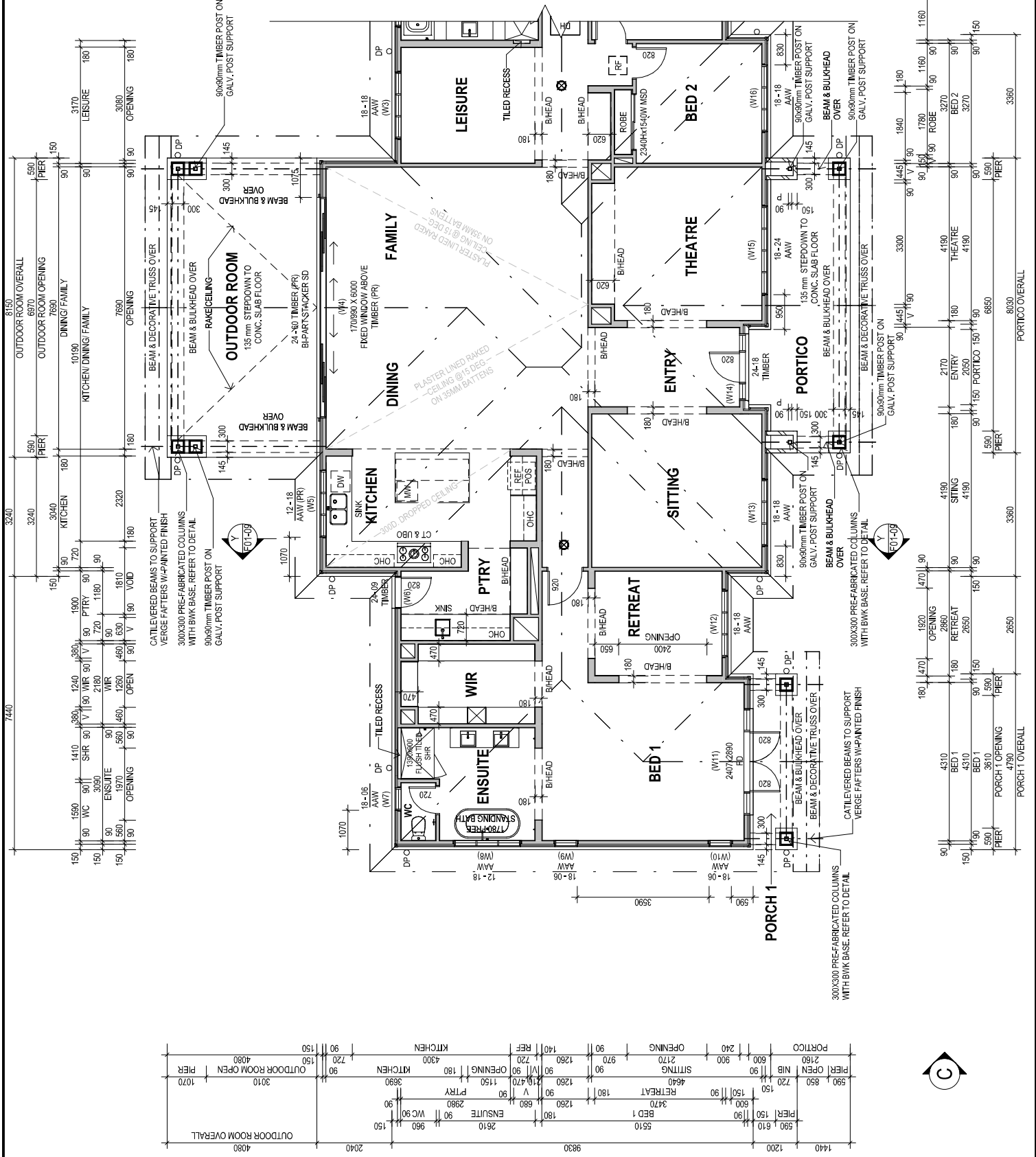
FACADE:
FONTAINE 44

DRAWING TITLE:
FLOOR PLAN LEFT

OWNER:
METRICON HOMES

CLIENT ADDRESS
VIC

JOB N°: #####	PERMIT N°: 000000
WIND SPEED: #	MASTER ISSUED: DDMMYYYY
DRAWN: SD	CHECKED: JSBL
SHEET: MASTER PLAN	
DATE: 08/10/2021	
F01-03A/14	



- 600 EAVES U.N.O.
- CENTRE ALL WINDOWS & EXTERNAL DOORS INTERNALLY TO ROOM (U.N.O) INTERNAL HINGED DOORS TO BE CENTRED TO THE HALLWAY
- 300D, BULKHEAD THROUGHOUT (U.N.O)
- 2340mm HIGH INTERNAL DOORS THROUGHOUT

LEGEND:

XXXXXXXXXX UNDER STAIR WALLS (WHERE APPLICABLE) -
TO BE BUILT AFTER STAIR
ZZZZZZ 70MM STUD WALLS



CPDOC: 46/09/2024

501 Blackburn Road, Mount Waverley, VIC, 3149
P.O. Box 887, Mount Waverley, VIC, 3149

Bulkers Licence N°: CDB-A 52967 ACN: 005 108 752

Tel 1300 786 773
www.meltronichomes.com.au

© COPYRIGHT
Meltronic homes owns copyright
in this drawing.
Unauthorized use, reproduction
or adaptation is forbidden and will
be prosecuted.

DESIGN:	PRODUCT CODE
	VS5EONMFEONS1

FACADE: CEILING:

FONTAINE 44 27G RH

DRAWING TITLE:

FLOOR PLAN RIGHT

Do NOT scale this drawing.
All written dimensions take precedence
over scaled dimension. If in doubt, ASK.

SCALE: 1/100 (A2)



OWNER:
METRICON HOMES

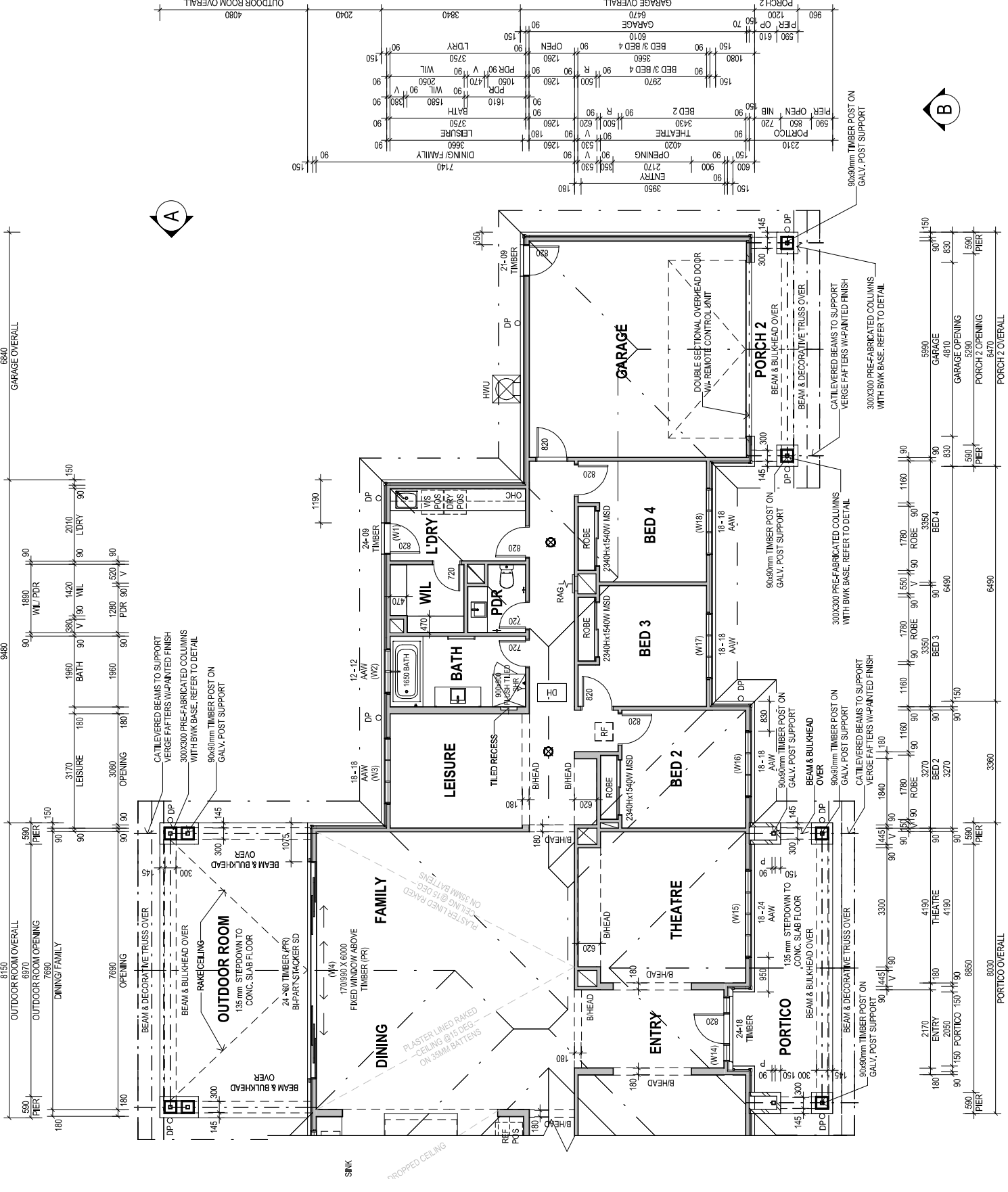
CLIENT ADDRESS

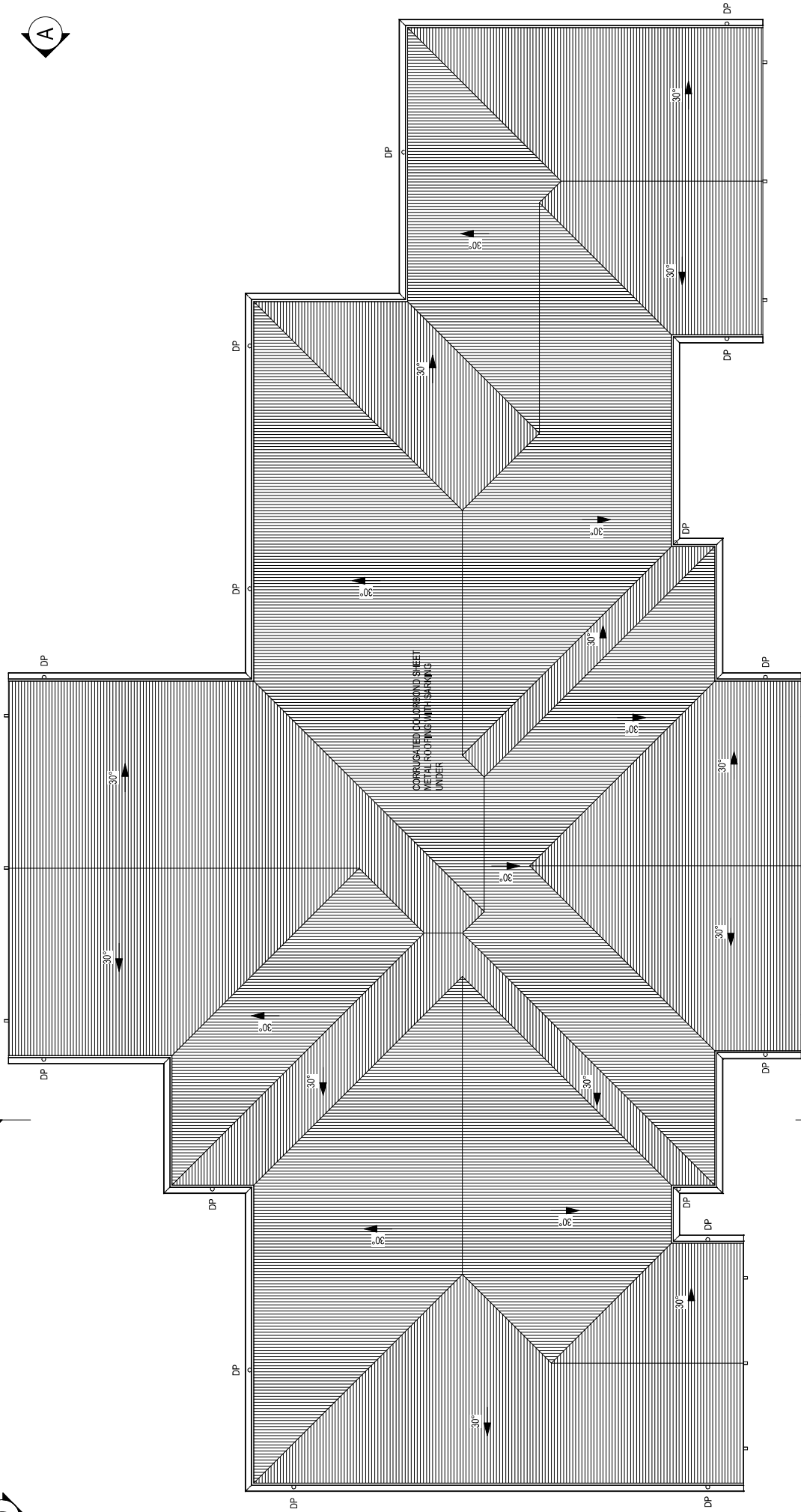
JOB N°: #####	PERMIT N°: 000000
---------------	-------------------

WIND SPEED: ##	MASTER ISSUED: DD/MM/YYYY
----------------	---------------------------

DRAWN: SD	CHECKED: JS,BL	SHEET:
-----------	----------------	--------

MASTER PLAN
DATE: 08/10/2021
F01-03B/1.





NOTES:

• 600 EAVES U.N.O.

DRAWING TITLE:
ROOF PLAN

DESIGN:

D34

FACADE:

FONTAINE 44

CEILING:

27G RH

OWNER:

METRICON HOMES

CLIENT ADDRESS

VIC

Do NOT scale this drawing.
All written dimensions take precedence
over scaled dimension. If in doubt, ASK



501 Blackburn Road, Mount Waverley, VIC, 3149
P.O. Box 857, Mount Waverley, VIC, 3149
Builders Licence N°: CB9-LJ 52987 ACH, 006 189 759
Tel: 1300 766 773
www.metriconhomes.com.au

SPEC: 16/08/2021

© COPYRIGHT
Metricon homes owns copyright
in this drawing. No part of this
drawing may be reproduced,
copied, stored in a retrieval system
or adapted in any form without
the prior written permission of
Metricon homes.

JOB N°: #####

WIND SPEED: ##

DRAWN: SD

CHECKED: JSBL

PERMIT N°: 000000

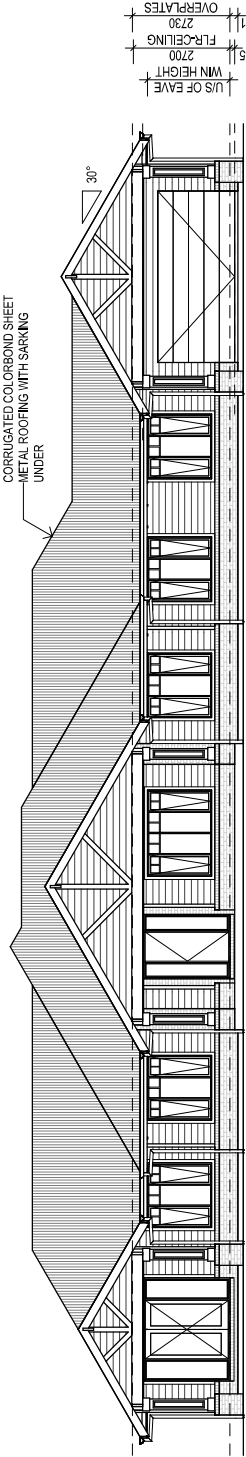
MASTER ISSUED: DOMMYYY

SHEET:

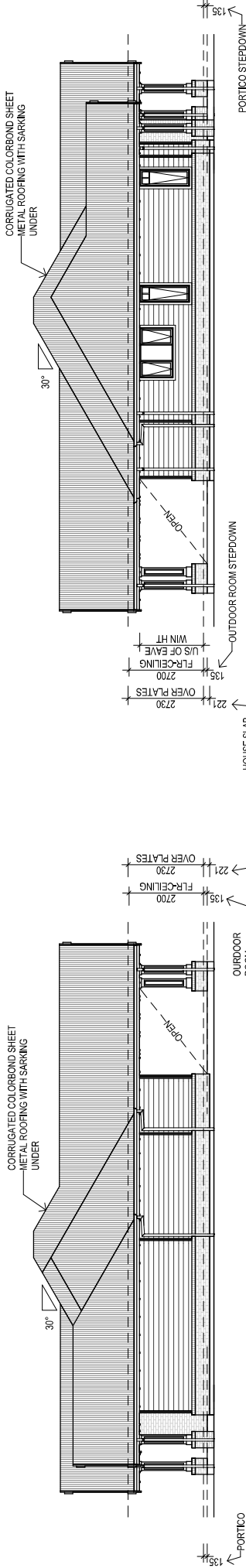
MASTER PLAN

DATE: 08/10/2021

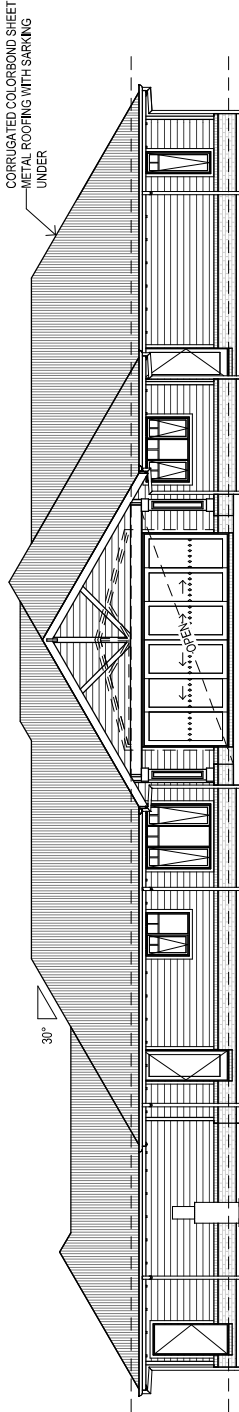
F01-04/14



B ELEVATION
1 : 150



C ELEVATION
1 : 150



D ELEVATION
1 : 150

NOTES:

- 600 EAVES L.I.N.O.
- DOWNPIPES SHOWN ARE INDICATIVE ONLY, REFER DETAIL.

DRAWING TITLE:
ELEVATIONS

DESIGN:
D34

SCALE: 1 : 150 (A3)
0 1 2 3m
Do NOT scale this drawing.
All written dimensions take precedence
over scaled dimension. If in doubt, ASK

FACADE:
FONTAINE 44

CEILING:
27G RH

OWNER:
METRICON HOMES

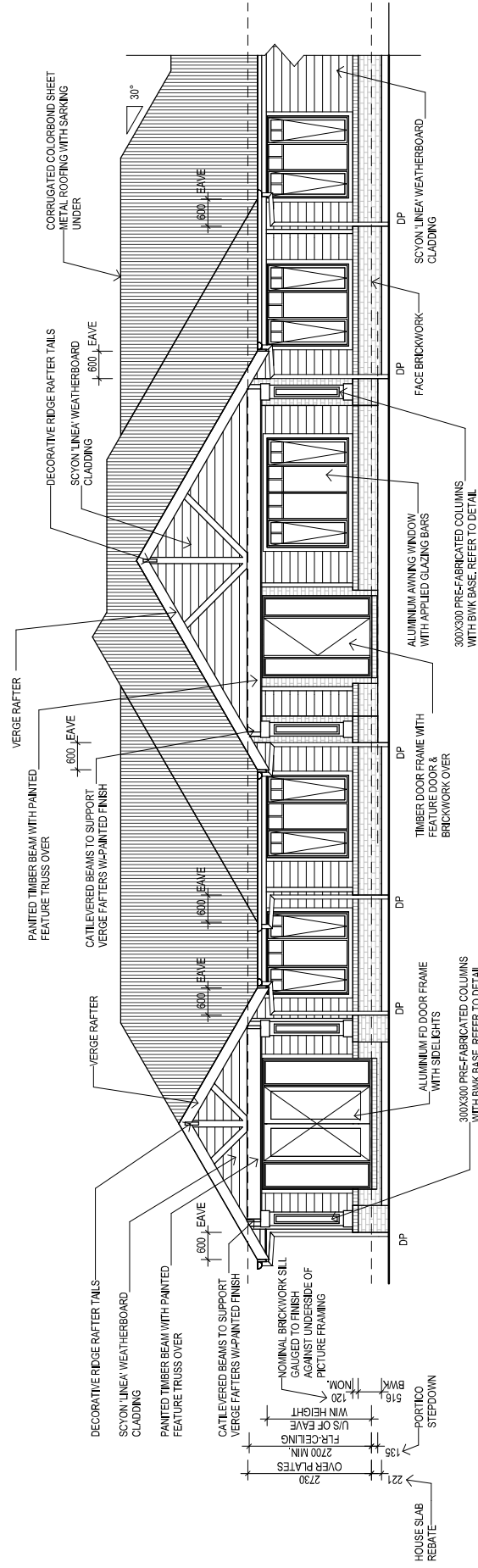
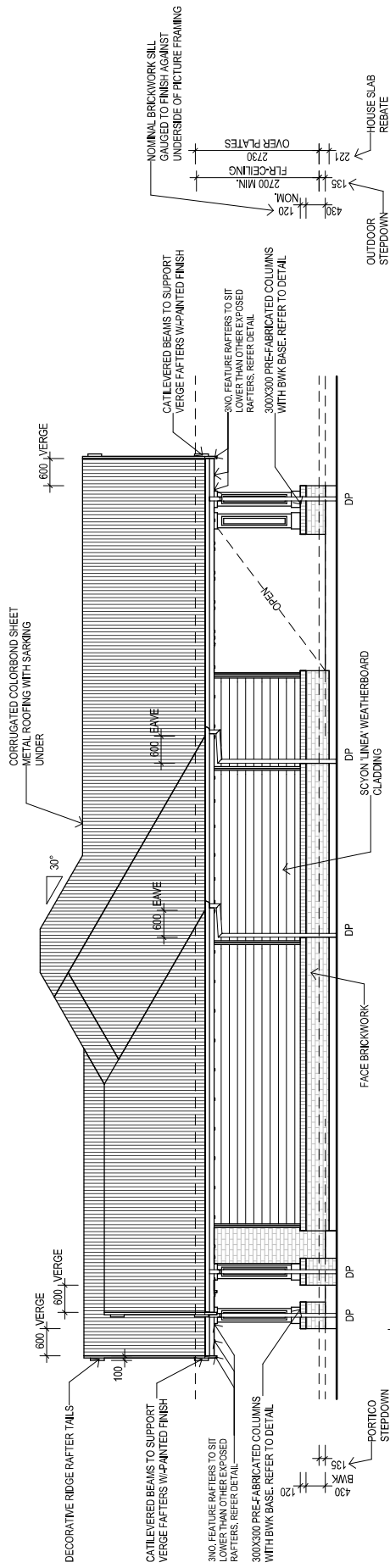
CLIENT ADDRESS
VIC

© COPYRIGHT
501 Blackburn Road, Mount Waverley, VIC, 3148
P.O. Box 857, Mount Waverley, VIC, 3148
Builder's Licence N°: CDB-U 52987 / ACH: 005 189 752
Tel: 1300 786 773
www.metriconhomes.com.au

m SIGNATURE
BY METRICON

SPEC: 16/09/2021

JOB N°: #####
WIND SPEED: #
DRAWN: SD
CHECKED: JSBL
PERMIT N°: 000000
MASTER ISSUED: DOMMYYY
SHEET:
F01-05/14
DATE: 08/10/2021



NOTES:

- 600 EAVES U.N.O.
- DOWNPIPES SHOWN ARE INDICATIVE ONLY, REFER DETAIL.

DRAWING TITLE:
ELEVATIONS

DESIGN:
D34

FACADE:
FONTAINE 44

CEILING
27G RH

OWNER:
METRICON HOMES

CLIENT ADDRESS

501 Blackburn Road, Mount Waverley, VIC, 3149
P.O. Box 657, Mount Waverley, VIC, 3149
Bulldozers Licence N°: CDB-U 52967 ACN: 005 108 752
Tel: 1300 786 773
www.netricionhomes.com.au



metricon

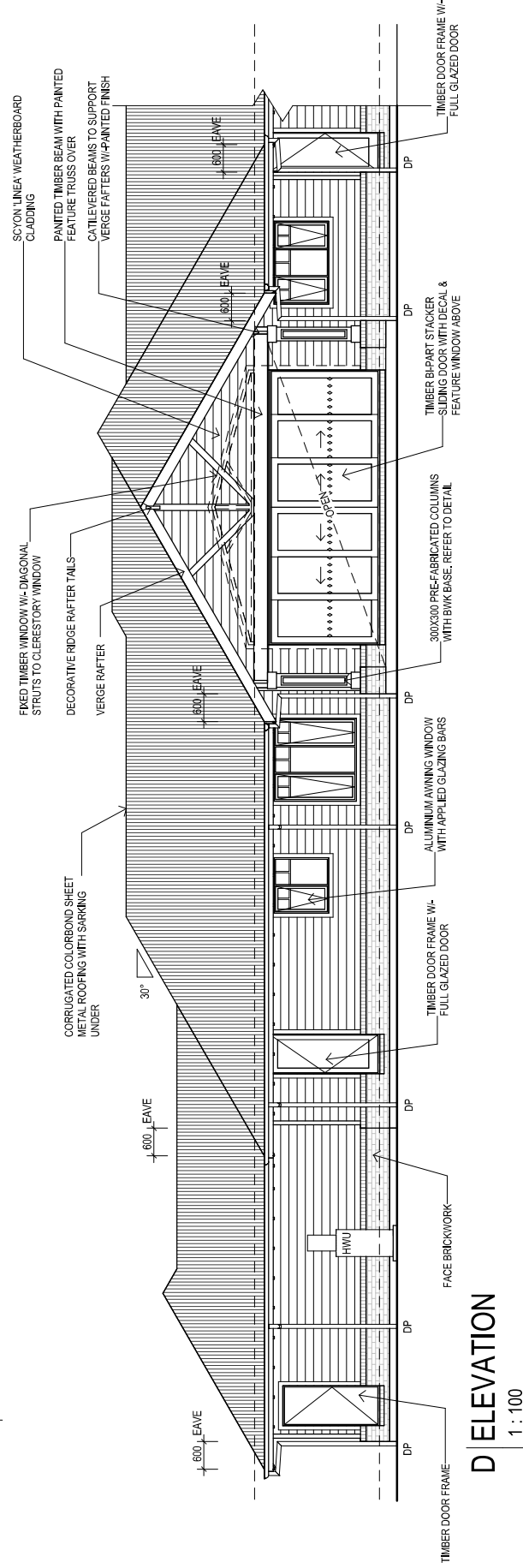
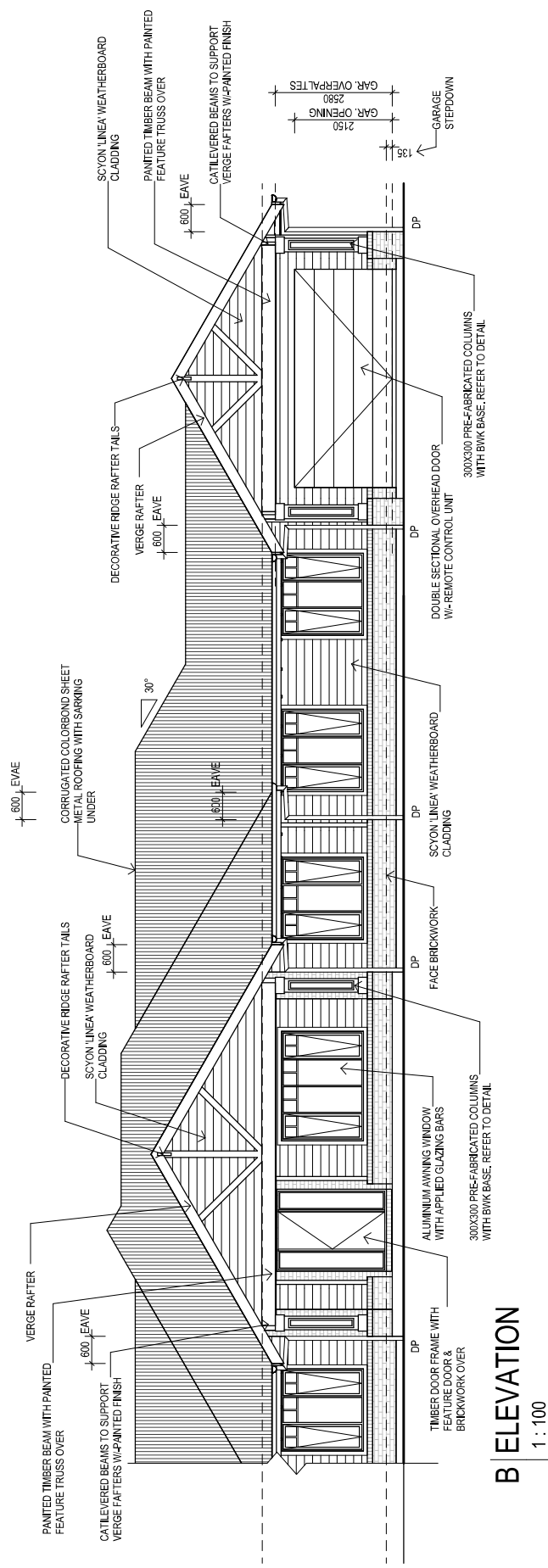
SPEC: 16/08/2021

JOB N°.	#####	PERMIT N°.	000000
---------	-------	------------	--------

WIND SPEED: ##	MASTER ISSUED: DD
----------------	-------------------

WIND SPEED, ##	MASTER ISSUED, DE
00000	000000

DRAWN: SD	CHECKED: JS,BL	SHI
-----------	----------------	-----



NOTES:

- 600 EAVES U.N.O.
- DOWNPIPES SHOWN ARE INDICATIVE ONLY, REFER DETAIL.

DRAWING TITLE:
ELEVATIONS

DESIGN:
D34

FACADE:
FONTAINE 44

CEILING
27GR

OWNER:
METRICON HOMES

CLIENT ADDRESS

501 Blackburn Road, Mount Waverley, VIC, 3149
P.O. Box 857, Mount Waverley, VIC, 3149

© COPYRIGHT
Melitcon homes
in this drawing.
Unauthorised use
or adaptation in
any form will
be prosecuted.

Builders Licence N°: CDB-J 52967 ACN: 005 108 752
Tel 1300 786 773
www.melitconhomes.com.au

SPEC: 16/08/2021

PERMIT N°: 0000000

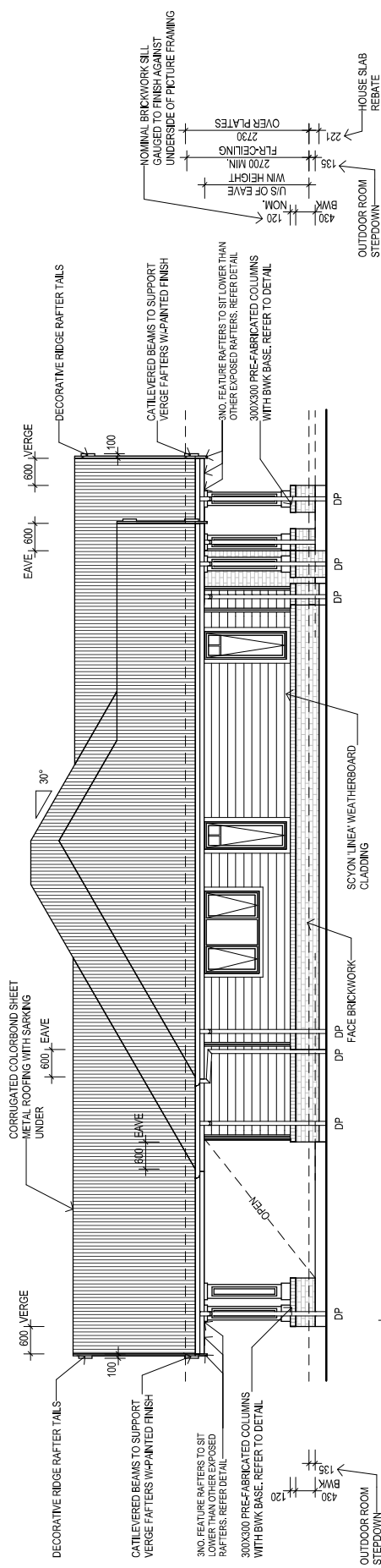
MASTER ISSUED: DDMMYYYY

[illegible]

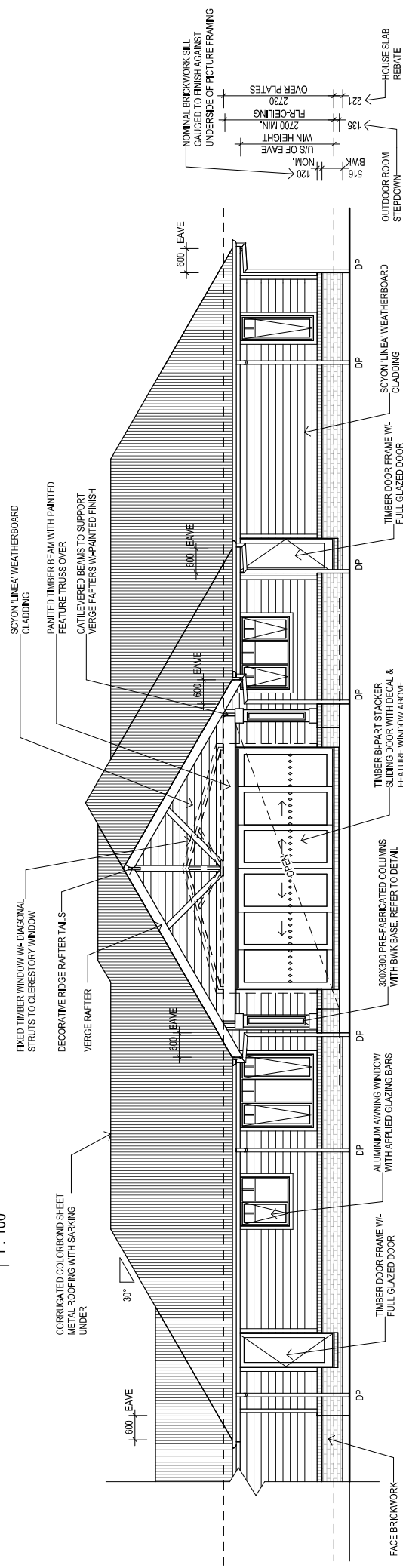
CREATED: JS,BL SHEET:

F01-07/14

170



C ELEVATION
1 : 100

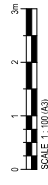


D ELEVATION
1 : 100

NOTES:

- 600 EAVES U.N.O.
- DOWNPIPES SHOWN ARE **INDICATIVE ONLY**, REFER DETAIL.

DRAWING TITLE:
ELEVATIONS



Do NOT scale this drawing.
All written dimensions take precedence
over scaled dimension. **If in doubt, ASK.**

DESIGN:
D34

FACADE:
FONTAINE 44

CEILING
27C BIR

OWNER:
METRICON HOMES

CLIENT ADDRESS
VIC

501 Blackburn Road, Mount Waverley, VIC, 3149
P.O. Box 857, Mount Waverley, VIC, 3149

Builders Licence N°: CDBJ 52987 ACN: 005 108 762

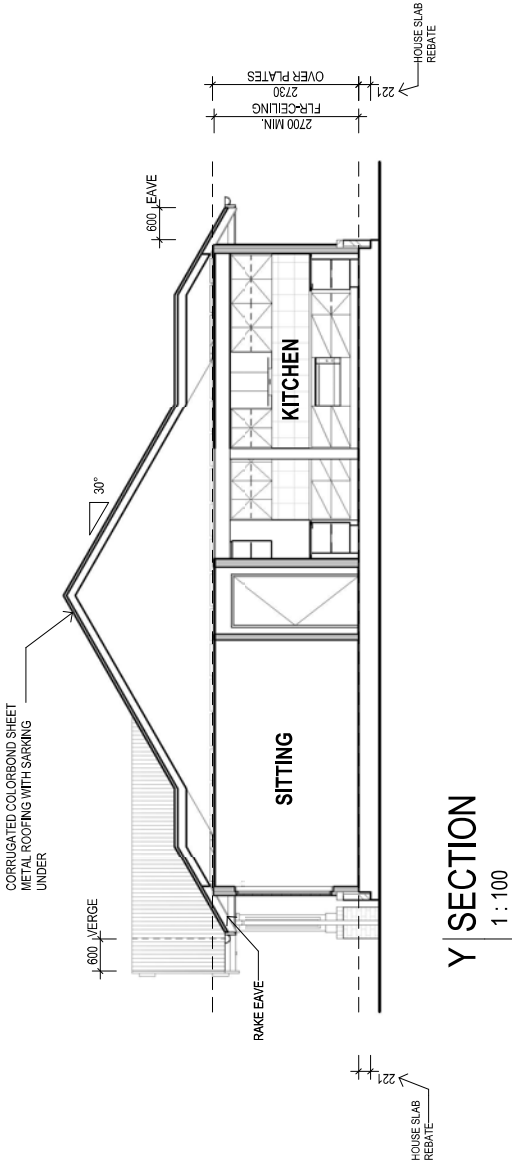
Tel: 1300 786 773
www.meltriconhomes.com.au

© COPYRIGHT
Meltricon Homes &
Unauthorised use
or adoption is for-
warded to the
be prosecuted.



metricon
SIGNATURE
BY METRICON

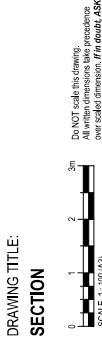
JOB N°: #####	PERMIT N°: 000000
WIND SPEED: ##	MASTER ISSUED: DDMMYYYY
DRAWN: SD	CHECKED: JS,BL
MASTER PLAN DATE: 08/10/2021	
SHEET: F01-08/14	



NOTES:

- 600 EAVES UNO.

DRAWING TITLE:
SECTION



DESIGN:
D34

FACADE:
FONTAINE 44

CEILING:
27G RH

OWNER:
METRICON HOMES

CLIENT ADDRESS
VIC

501 Blackburn Road, Mount Waverley, VIC, 3149
P.O. Box 857, Mount Waverley, VIC, 3149
Builders Licence N°: CB9-LJ 52887 / ACH: 005 189 752
Tel: 1300 766 773
www.metriconhomes.com.au

© COPYRIGHT
Metricon homes owns copyright
in this drawing. No part of this
drawing may be reproduced,
copied, stored in a retrieval system,
or adapted in any form or by any
means, electronic, mechanical,
photocopying, recording, or
otherwise, without prior written
permission from Metricon Homes.
Unauthorised use, reproduction
or adaptation is forbidden and will
be prosecuted.



SPEC: 16/09/2021

JOB N°: ###

PERMIT N°: 000000

WIND SPEED: #

MASTER ISSUED: DOMMYYYY

DRAWN: SD

CHECKED: JSBL

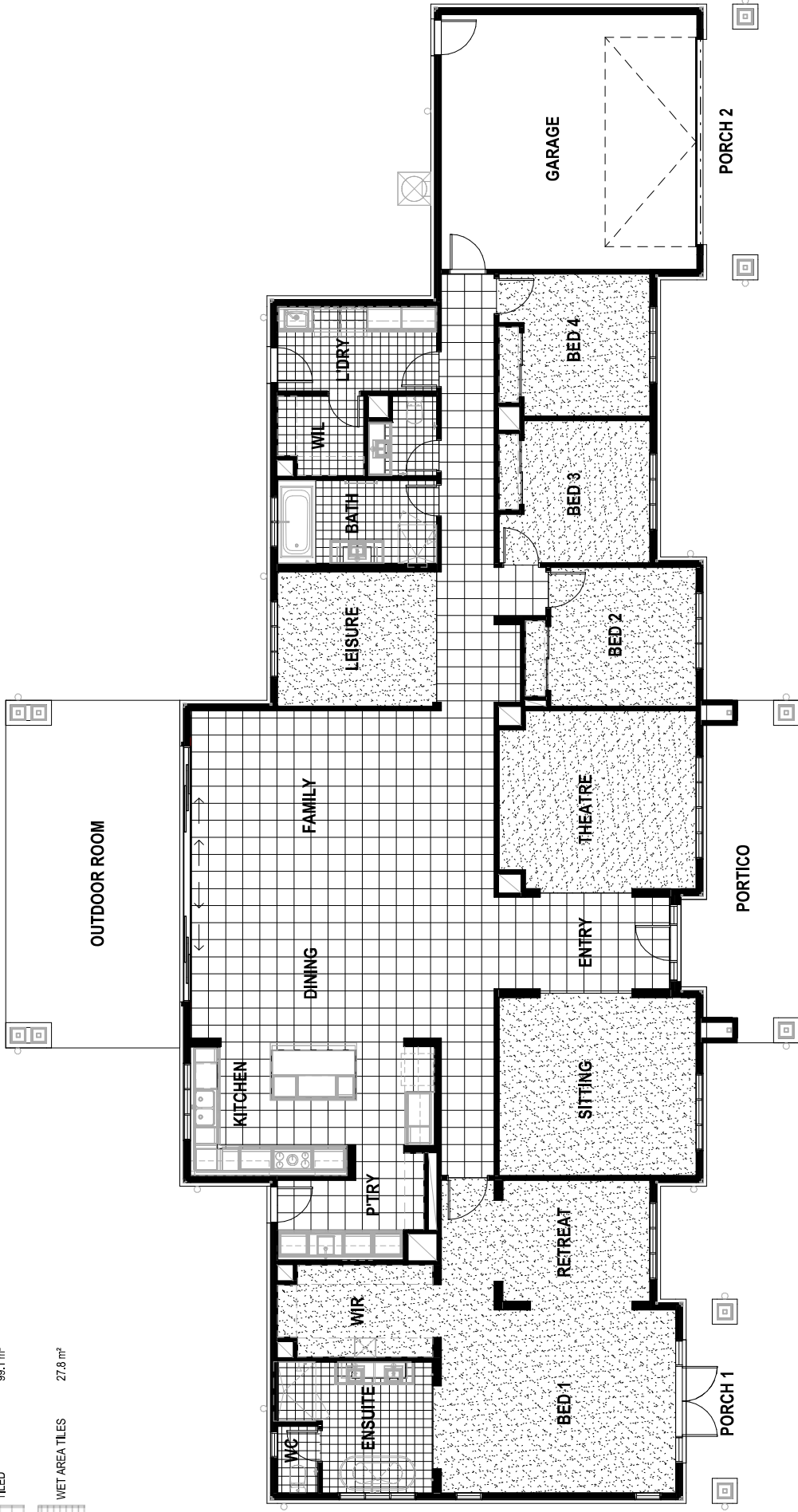
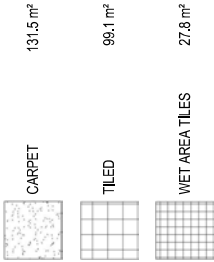
MASTER PLAN

DATE: 08/10/2021

SHEET:

F01-09/14

FLOOR COVERINGS



DRAWING TITLE:
FLOOR COVERINGS

Do NOT scale this drawing.
All written dimensions take precedence
over scaled dimension. If in doubt, ASK

SCALE 1:100 (A3)

0 1 2 3m

DESIGN:
D34

FACADE:
FONTAINE 44

OWNER:
METRICON HOMES

CLIENT ADDRESS
VIC

JOB N°: #####
WIND SPEED: #
DRAWN: SD
CHECKED: JSBL
DATE: 08/10/2021

PERMIT N°: 000000
MASTER ISSUED: DOMMYYY
SHEET: F01-10/14

m SIGNATURE
BY METRICON

16/06/22 11:37:22 AM

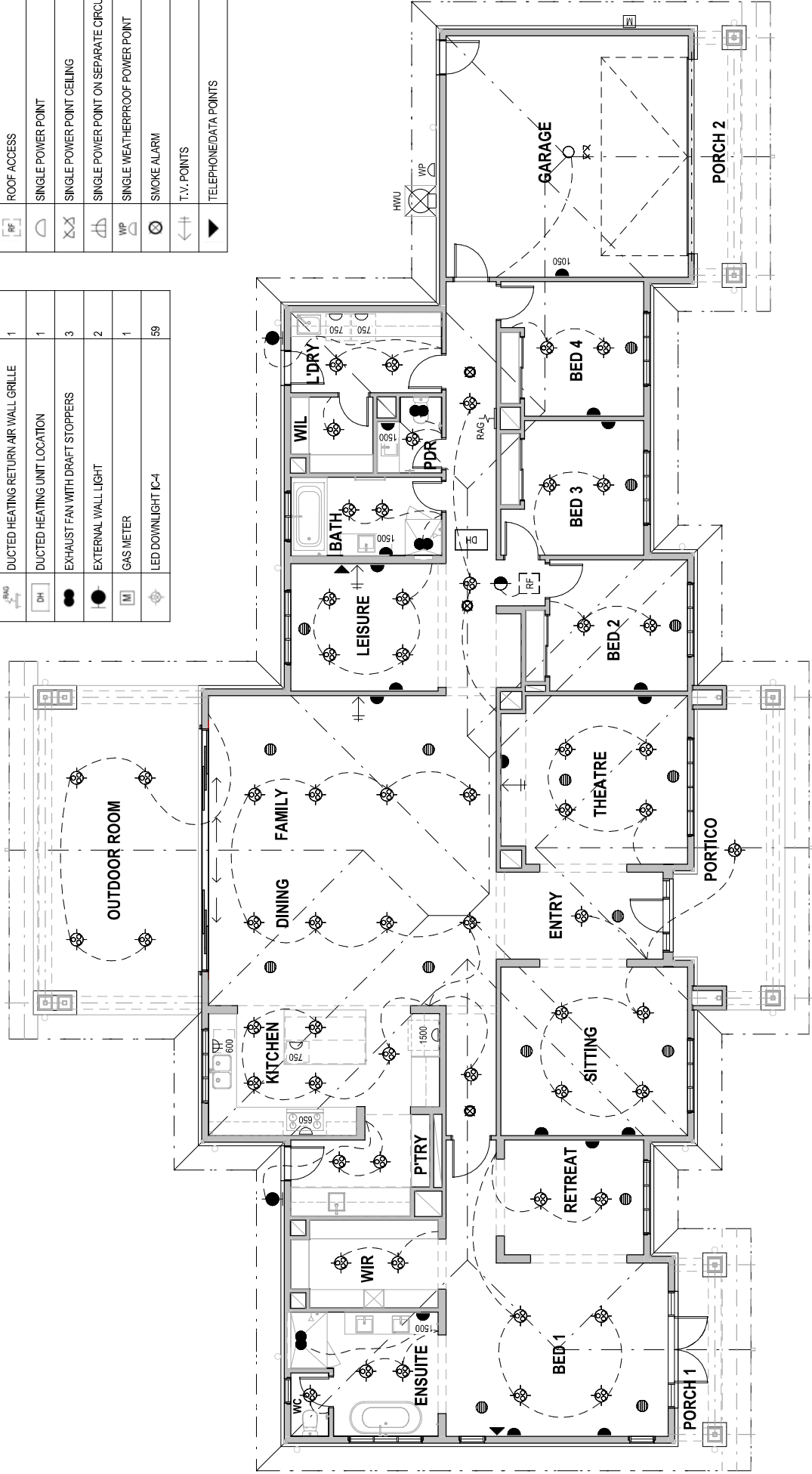
© COPYRIGHT
501 Blackburn Road, Mount Waverley, VIC, 3149
P.O. Box 857, Mount Waverley, VIC, 3149
Builder's Licence N°: CDB-U 52987 ACH: 005 105 752
Tel: 1300 766 773
www.metriconhomes.com.au

Metricon homes owns copyright
in this drawing. Any reproduction
or adaptation is forbidden and will
be prosecuted.

SPEC: 16/08/2021

LEGEND		
SYMBOL	TYPE	COUNT
○	CEILING LIGHT OUTLET	1
●	DOUBLE POWER POINT	17
○ _{DRG}	DUCTED HEATING RETURN AIR WALL GRILLE	1
○ _{DRG}	DUCTED HEATING UNIT LOCATION	1
●	EXHAUST FAN WITH DRAFT STOPPERS	3
●	EXTERNAL WALL LIGHT	2
M	GAS METER	1
○	LED DOWNLIGHT IC-4	59

LEGEND		
SYMBOL	TYPE	COUNT
○	LIGHT OUTLET & S.P. POINT TO ROOF	1
●	OVERHEAD HEATING DUCTS	16
RF	ROOF ACCESS	1
○	SINGLE POWER POINT	5
XX	SINGLE POWER POINT CEILING	1
⚡	SINGLE POWER POINT ON SEPARATE CIRCUIT	1
WP	SINGLE WEATHERPROOF POWER POINT	1
⊗	SMOKE ALARM	3
⚡	T.V. POINTS	3
▶	TELEPHONE/DATA POINTS	2



- NOTES:
- THE LOCATIONS OF ALL ELECTRICAL HEATING & COOLING ITEMS SHOWN ON THIS PLAN ARE APPROXIMATE. THE FINAL PLACEMENT ON SITE MAY VARY SUBJECT TO BUILDING TOLERANCES & SITE CONDITIONS AS APPLICABLE.
 - HEATING & COOLING OUTLET LOCATIONS ARE IN APPROXIMATE POSITIONS ONLY & ARE SUBJECT TO VERIFICATION BY HEATING CONTRACTOR.
 - SMOKE DETECTOR HARDWIRED TO CONSUMER MAINS WITH 9V BATTERY BACKUP, INSTALLED IN ACCORDANCE WITH AS 3786
 - POWER POINTS TO BE AT 300MM AFL (UNLESS NOTED OTHERWISE)
 - LIGHT SWITCHES TO BE INSTALLED AT 1050MM AFL

DRAWING TITLE:
ELECTRICAL PLAN

SCALE 1:100 (A3)

0 1 2 3m

Do NOT scale this drawing.
All written dimensions take precedence
over scaled dimension. If in doubt, ASK

DESIGN:
D34

FACADE:
FONTAINE 44

OWNER:
METRICON HOMES

CLIENT ADDRESS
VIC

CEILING:
27G RH

JOB N°: ##### PERMIT N°: 000000

WIND SPEED: # MASTER ISSUED: DOMMYYY

DRAWN: SD CHECKED: JSBL SHEET: F01-11/14

DATE: 08/10/2021

MASTER PLAN



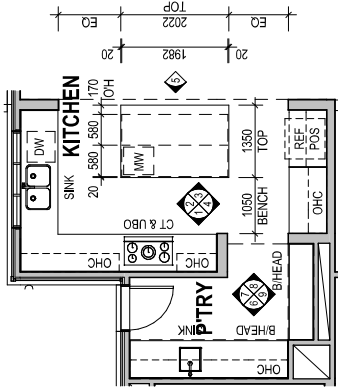
SIGNATURE
BY METRICON

metricon

© COPYRIGHT
Metricon homes owns copyright
in this drawing and all rights reserved.
Unauthorized use, reproduction
or adaptation is forbidden and will
be prosecuted.

501 Blackburn Road, Mount Waverley, VIC, 3149
P.O. Box 857, Mount Waverley, VIC, 3149
Builders Licence N°: CB04J 52987 ACD; 005 109 752
Tel: 1300 786 773
www.metriconhomes.com.au

SPEC: 16/09/2021



KITCHEN/ PANTRY

1 : 100

1 KITCHEN

1 : 50

2 KITCHEN

1 : 50

4 KITCHEN

1 : 50

6 PANTRY

1 : 50

3 KITCHEN

1 : 50

5 ISLAND BENCH

1 : 50

6 PANTRY

1 : 50

7 PANTRY

1 : 50

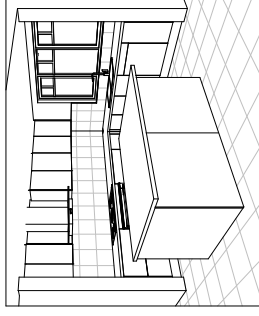
8 PANTRY

1 : 50

9 PANTRY

1 : 50

KITCHEN 3D VIEW



- INTERNAL HEIGHT DIMENSIONS ARE TAKEN FROM FFL
- ALL DIMENSIONS ARE IN METRES
- ALL FINISHES ARE TO BE CONFIRMED
- ALL BENCHTOP DIMENSIONS ARE CRITICAL
- TILE & CURBROAD DIMENSIONS ARE APPROXIMATE ONLY & MAY BE ALTERED TO SUIT MODULAR SIZES & FINISH THICKNESSES
- SHOWER SCREEN HEIGHTS ARE INDICATIVE ONLY AND WILL ALTER DEPENDING ON SHOWER BASE CONSTRUCTION METHODS
- BENCHTOPS AND ISLAND BENCH BACK PANELS MAY HAVE A JOIN DEPENDANT ON SIZE & CONFIGURATION, POSITIONED AT THE MANUFACTURERS DISCRETION
- PROFILE LINES DRAWN ON CABINETRY ARE INDICATIVE ONLY, REFER TO COLOUR SELECTION

DRAWING TITLE:
INTERNAL ELEVATIONS



DESIGN:
D34

FACADE:
_MAIN MODEL

CEILING:
27G RH

OWNER:
METRICON HOMES

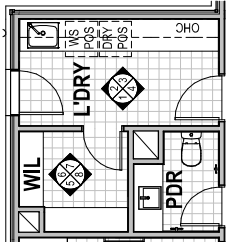
CLIENT ADDRESS
VIC



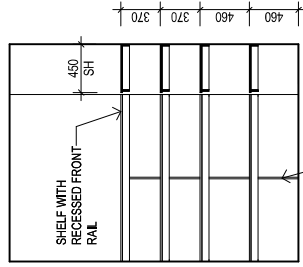
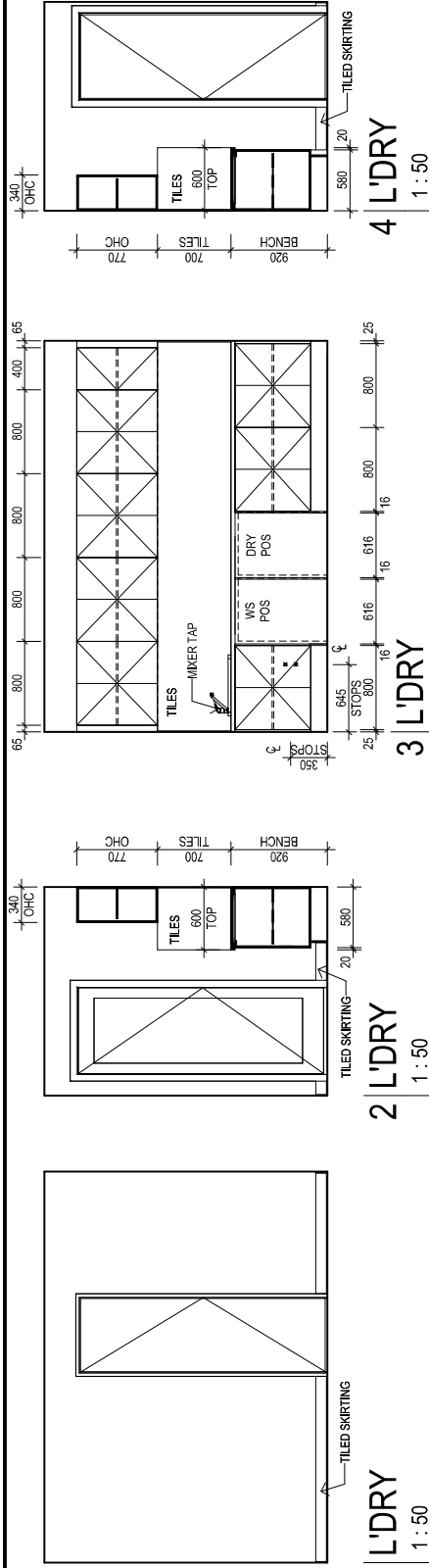
SIGNATURE
BY METRICON

© COPYRIGHT
591 Blackburn Road, Mount Waverley, VIC, 3149
P.O. Box 857, Mount Waverley, VIC, 3149
Builders Licence N°: CDB-U 52987 ACH; 005 198 752
Tel: 1300 766 773
www.metriconhomes.com.au

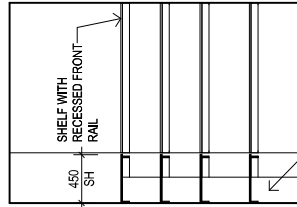
PERMIT N°: 000000
WIND SPEED: #
DRAWN: SD
CHECKED: JSBL
MASTER PLAN
DATE: 08/10/2021
SHEET:
FXX-10/14



L'DRY/WIL/PDR
1 : 50

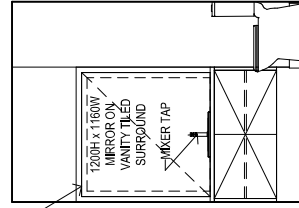


5 WIL
1 : 50

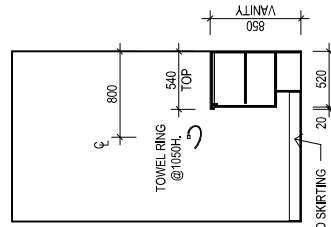


6 WIL
1 : 50

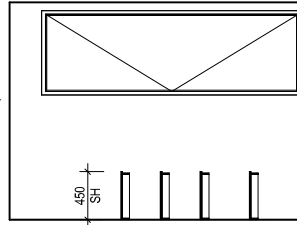
MIRROR ON 18MM
HMR BACKING
BOARD W/ TILED
SURROUND
(REFER DETAIL)



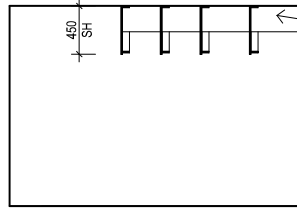
10 PDR
1 : 50



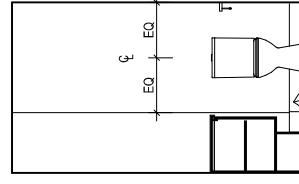
9 PDR
1 : 50



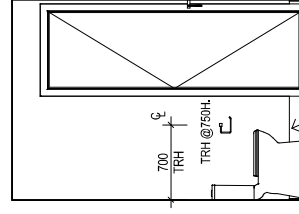
7 WIL
1 : 50



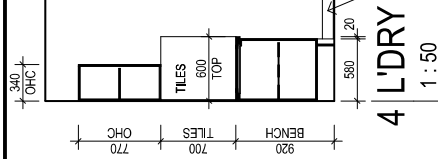
8 WIL
1 : 50



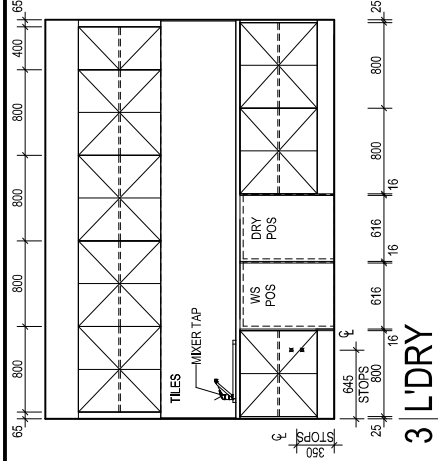
11 PDR
1 : 50



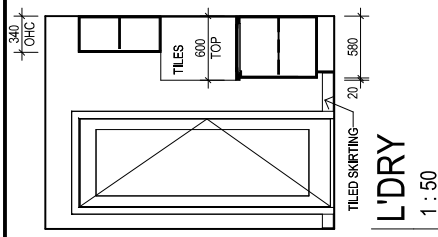
12 PDR
1 : 50



4 L'DRY
1 : 50



3 L'DRY
1 : 50



2 L'DRY
1 : 50

- INTERNAL HEIGHT DIMENSIONS ARE TAKEN FROM FFL
- ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED
- ALL BENCHTOP DIMENSIONS ARE CRITICAL
- TILE & CURBBOARD DIMENSIONS ARE APPROXIMATE ONLY & MAY BE ALTERED TO SUIT MODULAR SIZES & FINISH THICKNESSES
- SHOWER SCREEN HEIGHTS ARE INDICATIVE ONLY & WILL ALTER DEPENDING ON SHOWER BASE CONSTRUCTION METHODS
- BENCHTOPS AND ISLAND BENCH BACK PANELS MAY HAVE A JOIN DEPENDANT ON SIZE & CONFIGURATION, POSITIONED AT THE MANUFACTURERS DISCRETION
- PROFILE LINES DRAWN ON CABINETRY ARE INDICATIVE ONLY, REFER TO COLOUR SELECTION

DRAWING TITLE:
INTERNAL ELEVATIONS

DESIGN:
D34

CLIENT ADDRESS
VIC

OWNER:
METRICON HOMES



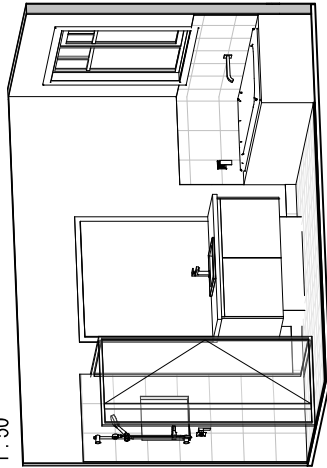
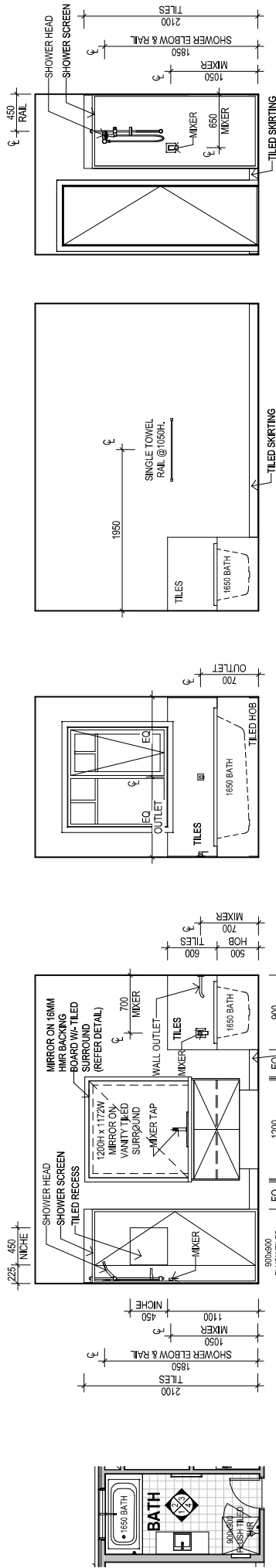
SIGNATURE
BY METRICON

90 Blackburn Road, Mount Waverley, VIC, 3149
P.O. Box 857, Mount Waverley, VIC, 3149
Builders Licence N°: CB4-U 5287 ACH: 005 189 752
Tel: 1300 786 773
www.metriconhomes.com.au

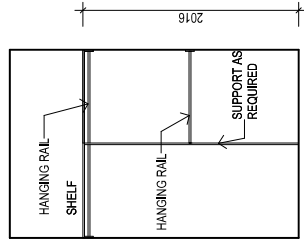
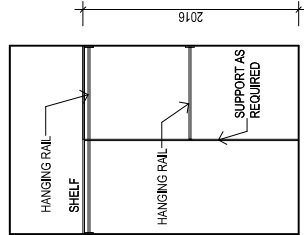
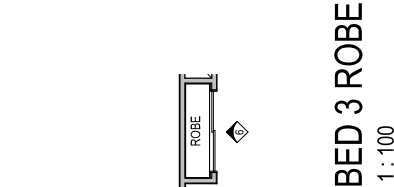
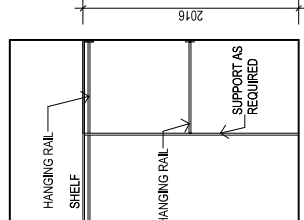
© COPYRIGHT
Metricon homes owns copyright
in this drawing. No part of this
drawing may be reproduced
or adapted in any form
without the prior written
consent of Metricon Homes
Pty Ltd.

DATE: 08/10/2021

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
CHECKED: JSBL
DRAWN: SD
SHEET: EXX-11/14



BATH 3D VIEW



BED 2 ROBE
1 : 100

5 BED 2 ROBE
1 : 50

BED 3 ROBE
1 : 100

6 BED 3 ROBE
1 : 50

BED 4 ROBE
1 : 100

7 BED 4 ROBE
1 : 50

- INTERNAL HEIGHT DIMENSIONS ARE TAKEN FROM FFL
- ALL DIMENSIONS ARE IN METERS
- ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED
- ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED
- TILE & CURBBOARD DIMENSIONS ARE APPROXIMATE ONLY & MAY BE ALTERED TO SUIT MODULAR SIZES & FINISH THICKNESSES
- SHOWER SCREEN HEIGHTS ARE INDICATIVE ONLY AND WILL ALTER DEPENDING ON SHOWER BASE CONSTRUCTION METHODS.
- BENCHTOPS AND ISLAND BENCH BACK PANELS MAY HAVE A JOINT DEPENDANT ON SIZE & CONFIGURATION. POSITIONED AT THE MANUFACTURERS DISCRETION.
- PROFILE LINES DRAWN ON CABINETRY ARE INDICATIVE ONLY. REFER TO COLOUR SELECTION.

DRAWING TITLE:
INTERNAL ELEVATIONS

DESIGN:
D34

FACADE:
_MAIN MODEL

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC



SIGNATURE
BY METRICON

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

901 Blackburn Road, Mount Waverley, VIC, 3149
P.O. Box 857, Mount Waverley, VIC, 3149
Builders Licence N°: CDBUJ 52987 / ACH: 005 189 750
Tel: 1300 786 773
www.metriconhomes.com.au

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

CLIENT ADDRESS:
VIC

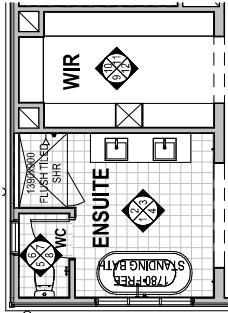
PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

OWNER:
METRICON HOMES

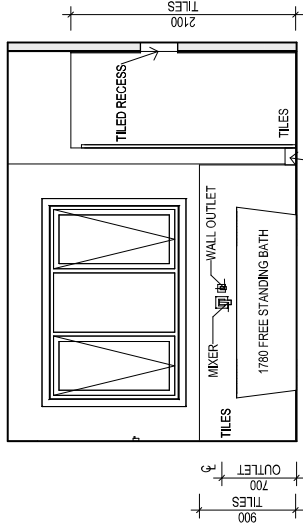
CLIENT ADDRESS:
VIC

PERMIT N°: 000000
MASTER ISSUED: DOMMYYYY
DATE: 08/10/2021

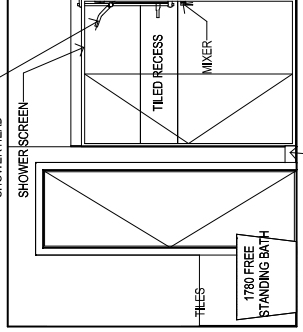
</



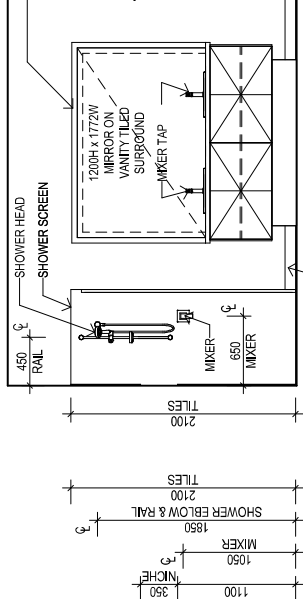
1 : 100
ENSUITE/ WC/ WIR



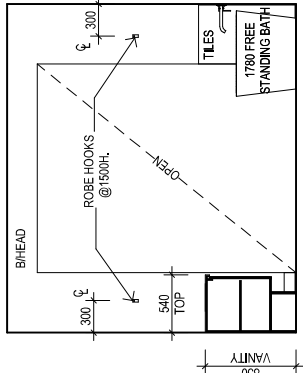
1 : 50
1 ENSUITE



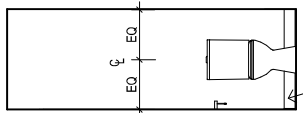
1 : 50
2 ENSUITE



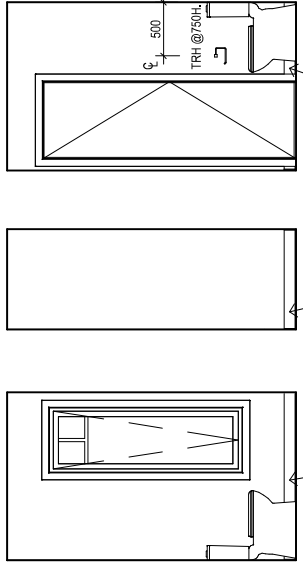
1 : 50
3 ENSUITE



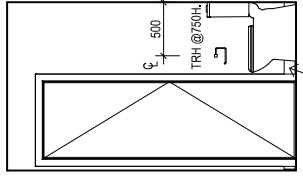
1 : 50
4 ENSUITE



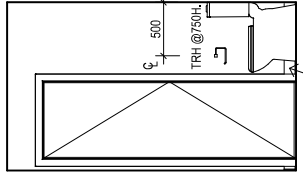
1 : 50
5 WC



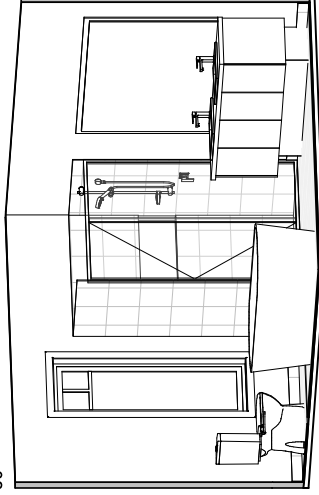
1 : 50
6 WC



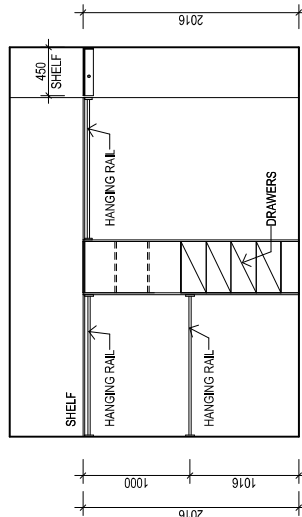
1 : 50
7 WC



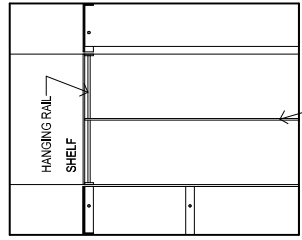
1 : 50
8 WC



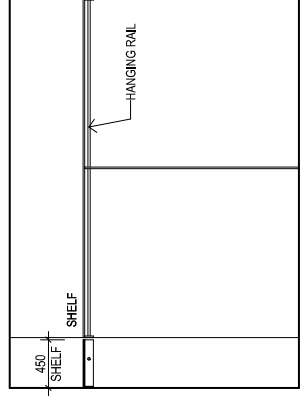
ENSUITE 3D VIEW



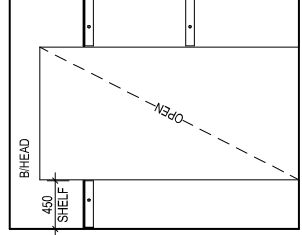
1 : 50
9 WIR



1 : 50
10 WIR



1 : 50
11 WIR



1 : 50
12 WIR

- INTERNAL HEIGHT DIMENSIONS ARE TAKEN FROM FFL
- ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED
- ALL BENCHTOP DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED
- TILE & CURBBOARD DIMENSIONS ARE APPROXIMATE ONLY & MAY BE ALTERED TO SUIT MODULAR SIZES & FINISH THICKNESSES
- SHOWER SCREEN HEIGHTS ARE INDICATIVE ONLY AND WILL ALTER DEPENDING ON SHOWER BASE CONSTRUCTION METHODS.
- BENCHTOPS AND ISLAND BENCH BACK PANELS MAY HAVE A JOIN DEPENDANT ON SIZE & CONFIGURATION, POSITIONED AT THE MANUFACTURERS DISCRETION.
- PROFILE LINES DRAWN ON CABINETRY ARE INDICATIVE ONLY, REFER TO COLOUR SELECTION.

DRAWING TITLE:
INTERNAL ELEVATIONS

DESIGN:
D34

CLIENT ADDRESS
VIC

OWNER:
METRICON HOMES

PERMIT N°: 000000
 MASTER ISSUED: DOMMYYY
 SHEET: FXX-13/14



SIGNATURE
 BY DESIGN

901 Blackburn Road, Mount Waverley, VIC, 3149
 P.O. Box 857, Mount Waverley, VIC, 3149
 Builders Licence N°: CDB-U 52987 ACH; 005 189 752
 Tel: 1300 786 773
 www.metriconhomes.com.au

DATE: 08/10/2021

16/06/22 11:37:30 AM



Land Capability Assessment For Proposed Development

81-117 Burrows Road, Swan Bay



Document Control

Document Title: 18197_LCA Report

Document Author: Omar Reyes

Client: Sally Watson

Job No: 18197

Revision Table

Version No:	Date Created	Comments
1	18/03/2025	

Copyright Notice

© St Quentin Consulting Pty Ltd. All rights reserved.

Users of this document are reminded that it is subject to copyright. This report has been prepared for the sole use of Sally Watson. This document should not be reproduced, except in full and with the permission of St Quentin Consulting Pty Ltd.





Contents

1. Executive Summary	1
2. Introduction.....	2
3. Practitioner	2
4. Proposed Development	2
5. Site Features	2
6. Testing Program And Results	3
6.1. Soil profile and geomorphology	3
6.2. Water table.....	3
6.3. Laboratory testing and interpretation of results	4
6.4. Land assessment and constraints.....	5
6.5. Soil assessment and constraints	6
6.6. Wastewater volume	6
7. Conclusions and Recommendations	7
7.1. Treatment system	8
7.2. Water balance model and nutrient balance model	8
7.3. Option 1: Land application area for sub-surface irrigation	8
7.3.1. Disposal area size based on material type	8
7.3.2. Disposal area size based on water balance model & nutrient balance model.....	8
7.3.3. Minimum design effluent area for combined blackwater/greywater treatment	8
7.4. Option 2: Land application area for ETA beds	9
7.4.1. Disposal area and length based on material type	9
7.4.2. Disposal area and length based on water balance model.....	9
7.4.3. Minimum design effluent area for blackwater/greywater treatment	9
7.5. Effluent disposal system design.....	9
7.5.1. Sub-surface irrigation	10
7.5.2. ETA beds	10
7.6. Effluent disposal area siting.....	10
7.7. Reserve field.....	11
7.8. Vegetation cover.....	11
7.9. Drainage management.....	11
7.10. Management, monitoring, care and operation	11
8. Report Limitations	13
8.1. General Comments	13
8.2. Vegetation For Transpiration	13
References	16

Appendices

Borehole Location Plan	Appendix A
Borehole Logs.....	Appendix B
Site Photographs.....	Appendix C
Water Balance and Nutrient Balance Models	Appendix D
Typical Subsurface Irrigation System Layout & Cross Section.....	Appendix E
Typical ETA Beds System Layout & Cross Section.....	Appendix F
Planning Report	Appendix G
Laboratory Test Results.....	Appendix H



1. Executive Summary

Our land capability assessment has established that the proposed site is acceptable for effluent disposal. We have judged the proposed development is acceptable under the City of Greater Geelong requirements for domestic wastewater disposal. Our land capability assessment has identified some critical constraints (soil permeability rate and proximity to surface waters) that will need to be considered to enable safe and sustainable effluent disposal on site.

These constraints do not prevent the satisfactory completion of the proposed development however the effluent system does require appropriate planning and design. Subject to constraints and our recommendations the dispersal of wastewater on the development poses a low and manageable environmental risk.

In accordance with EPA requirements, a minimum 30 setback for effluent application areas from waterways is required, including wetlands/dams. On this basis, we recommend a minimum setback of 30m from the land subject to inundation overlay (LSIO) is adopted.

We recommend that the proposed household wastewater receive secondary treatment and that the treated effluent be dispersed by either subsurface irrigation or ETA beds.

Secondary treatment is required to ensure that '20/30 standard' (i.e. 20 mg/l Biochemical Oxygen Demand and 30 mg/l Suspended Solids) effluent is produced prior to disposal on the land by either subsurface irrigation or ETA beds. Treatment of household wastewater to '20/30 standard' with treated wastewater dispersion by either subsurface irrigation or ETA beds will maximise the potential for evapo-transpiration and minimise the risk of contamination of adjoining sites. This will maximise the likelihood for a safe and sustainable environmental outcome for the site and the surrounding sites.

Based on our calculations presented in section 7 we recommend the following minimum areas be constructed:

- **Minimum area for subsurface irrigation: 730 m²**
- **Minimum area for ETA beds (not including spacing between beds): 160 m²**

The treated effluent field must be positioned in accordance with offset and siting requirements as outlined in section 7.6 of our report 'Effluent disposal area siting'.

We also recommend adding both lime and gypsum at a rate of 0.5 kg/m² to the base of excavations to assist sodicity, improve soil absorption and shrinkage characteristics of the underlying clay. We recommend re-application to the surface every 2-3 years due to long term leaching effects.

The surface runoff should be directed away from the effluent area and ultimately connected to the legal point of discharge.

Guidance is given concerning the design and layout of a suitable system.

Final approval is subject to any specific policy requirements or other limiting environmental constraints not previously brought to our attention.

Important information concerning the limitations of our investigation and of this report as well as General Recommendations and Advice is given in section 8.

2. Introduction

St Quentin Consulting was commissioned by the client Sally Watson to provide a Land Capability Assessment (LCA) report for the site.

The aims of the assessment were:

1. To assess various features of the site in their present condition in accordance with published standards and guidelines, principally various Septic Tanks Codes published by EPA Victoria and others.
2. Recommend an appropriate and environmentally sustainable treatment and disposal method for domestic wastewater.

3. Practitioner

The author of this report is Omar Reyes who is a professional geotechnical engineer with a Bachelor of Civil Engineering degree and registered member of Engineers Australia. The author has more than 10 years of experience in the land capability assessment for effluent disposal.

4. Proposed Development

This report provides recommendations for a four bedroom residence. We expect that local council may require a "study" or other habitable room to be counted as a bedroom. If the building type is changed significantly this report may be inappropriate. Planning report has revealed the site features a number of sensitive overlays and is included in Appendix G.

5. Site Features

The subject site is on the east side of the street. The site is virtually flat. The site aspect is good with respect to exposure to sunshine and wind. Surface drainage is considered to be good. The natural soil types comprise sands and clays. The site is clear of trees. A satellite view of the site is presented in Figure 1.



Figure 1: Aerial photograph of the site and surrounding area, nearmap.com.



6. Testing Program And Results

6.1. Soil profile and geomorphology

Two (2) boreholes were assessed to investigate predominate soil types across the site. The visual and tactile estimation as outlined in the site and soil evaluation procedure AS1547:2012 was used to identify the relevant soil characteristics. Disturbed soil samples were sampled over the full depth of the soil profile and examined and classified. The soil profiles encountered were compared to soil descriptions in published reports, maps and charts from Department of Primary Industries (DPI) and other sources.

An experienced and qualified geotechnical engineer conducted a thorough geomorphological survey and visual appraisal of the site features the surrounding area to identify any important land features. Slope angles were measured with an inclinometer.

The resulting soil and land description is as follows:

Landform: Plains
Aust. Soil Classification: Brown Sodosol

Reference to geological mapping indicates that the site is underlain by the following geological sequence:

- Tertiary age sediments (Brighton Group) described as Gravel, sand, silt: variably calcareous to ferruginous sandstones and coquinas; marine to non-marine.
- Quaternary age sediments (coastal dune deposits) described as Sand, silt, clay: well sorted, poorly consolidated; coastal dune and beach deposits, some swamp deposits.

Our investigation has revealed that the natural soil profile is consistent with the published information. Geology mapping with contours is presented in Figure 2. A description of the soils typically encountered during our drilling and sampling is presented on the attached sheet in Appendix B.

6.2. Water table

There is limited published bore data available on permanent / transient water table for this area of Swan Bay. No permanent or perched water table was encountered during testing however a transient perched water table may develop in very wet conditions above the clay layer. For this reason, it is important upslope and downslope cut-off drains are provided to prevent/reduce transient water flows near the effluent area.

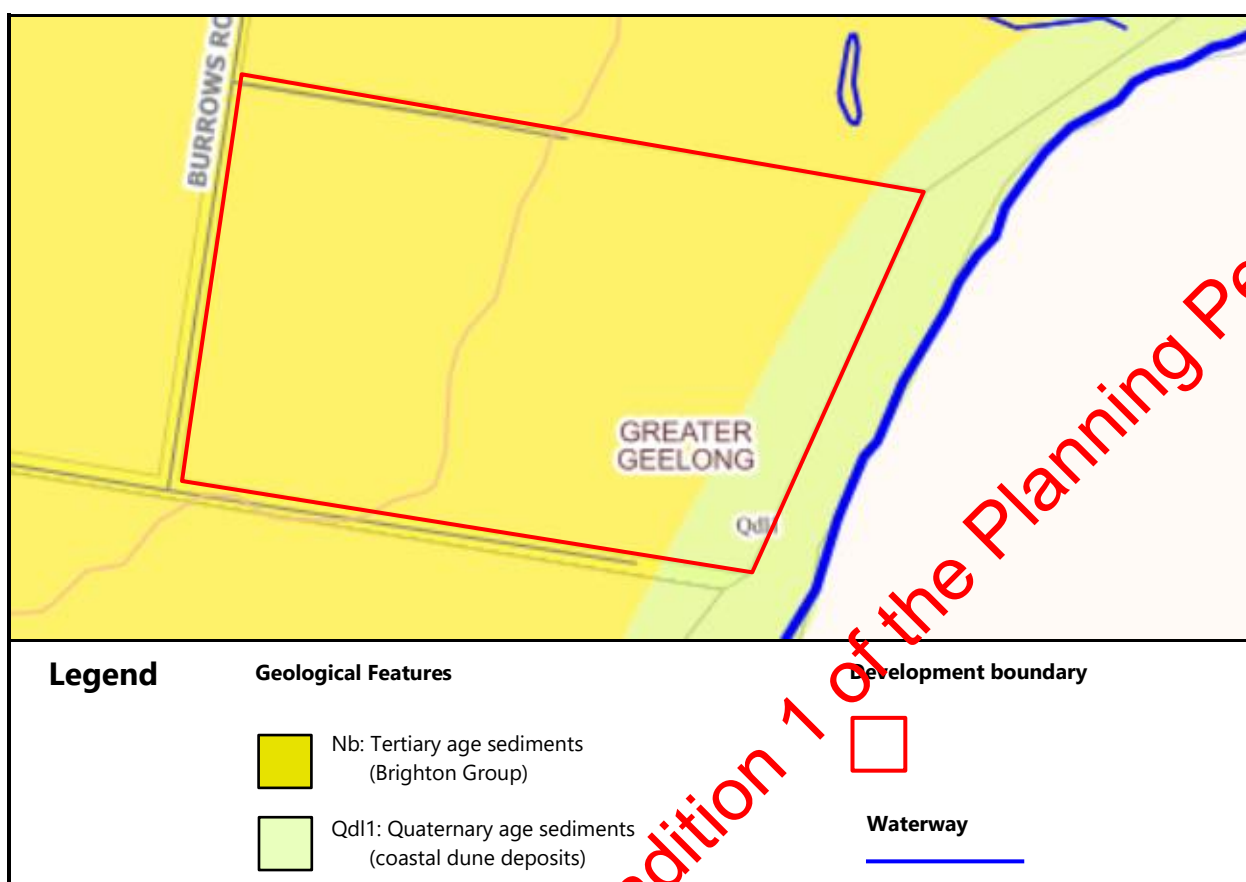


Figure 2: Site geology, source: geovic.vic.gov.au

6.3. Laboratory testing and interpretation of results

Laboratory testing was conducted on two (2) individual samples by NATA accredited laboratory ALS Laboratories, including pH, Sodium Adsorption Ratio, Phosphorous Sorption Capacity, Conductivity, Exchangeable Cations and Emerson Class No. (dispersion). Results are included in Table 1.

The results generally indicate good characteristics for effluent disposal however the Cation Exchange Capacity and Exchangeable Sodium Percentage indicated potential for sodic soils when applied with wastewater discharge.

Table 1: Laboratory Results

Compound	Borehole 1	Limitation	Borehole 1	Limitation
Soil Depth	0-200 mm		600-1,000 mm	
pH (pH unit)	6.5 (slightly acid)	Nil	6.8 (neutral)	Nil
Salinity (ECe, $\mu\text{S}/\text{cm}$)	2.4	Moderate	0.9	Nil
Sodium Adsorption Ratio	-	-	6.65	Moderate
Cation Exchange Capacity (me/100g)	-	-	13	Moderate
P Sorption Capacity (me/100g)	-	-	2230	Nil
Exchangeable Sodium Percentage (%)	-	-	14.8	Moderate
Emerson Aggregate Class	N/A	Nil	Class 2, some dispersion	Major



6.4. Land assessment and constraints

Various features of the site were assessed in accordance with the guidelines of the EPA Publications and reported in accordance with constraint levels outlined in VLCA-2nd Ed. Field measurements and observations were made and where necessary, samples were returned to our laboratory for further analysis. The results are shown in Table 1.

Table 1: Land assessment

Land feature	Result	Level of Constraint	Mitigation
Buffer Distances	Buffer distances achievable. Refer to section 7.6 for relevant offset requirements	Nil	Adopt enclosed reed bed system
Climate	Median rainfall* Drysedale ~ 651 mm/yr, Median evaporation# Geelong Salines ~ 1,425 mm/yr	Moderate	Rainfall approximates evaporation in the wettest months. Adopt cut-off drains and either subsurface irrigation or ETA beds
Drainage	Proposed effluent area well drained	Minor	Use water-loving plants and cut-off drains
Erosion or Landslide Risk	No evidence of previous landslide or erosion on the site	Nil	Not Required
Exposure & Aspect	Good exposure to wind and sun: surrounding area consisting of open grassland	Nil	Not Required
Flooding	Land Subject to Inundation overlay (LSIO) present at the site	Moderate	Position effluent disposal area outside LSIO overlay and adopt secondary treatment to '20/30 Std'
Groundwater	Groundwater not evident above 1.50 m	Nil	Not Required
Imported Fill	No fill present on site	Minor	Not Required
Site Drainage	The site does not receive run-off and does not provide significant run-on	Minor	Not Required
Slope	< 5%	Minor	Install cut-off drains (upslope and downslope) to reduce infiltration in LAA
Landform	A single landform exists on this site. No significant features were noted on or near the site	Nil	Not Required
Vegetation	Good grass cover	Nil	Not Required
Surface Waters	Watercourses / waterbodies within 100m	Moderate	Adopt secondary treatment to '20/30 std'
Rock Outcrops	Not present	Nil	Not Required
Lot size	Considering the site constraints and proposed development size the allotment has sufficient area for effluent disposal	Minor	Adopt a maximum 4-bedroom dwelling to limit effluent load.

* Closest / longest rainfall recording station record in the area.

Closest / longest evaporation recording station record in the area.

Based on the land assessment criteria, we have judged the land capability of the site is acceptable, provided constraints are addressed with corresponding and appropriate mitigation measures.



6.5. Soil assessment and constraints

An appraisal of the soil was conducted by visual and tactile estimation in accordance with the site and soil evaluation procedure as outlined in AS1547:2012 and reported in accordance with constraint levels outlined in VLCA-2nd Ed.

Based on our analysis we have determined the limiting geological stratum as strongly structured 'medium clay'. As outlined in AS/NZS1547:2012 we have adopted an indicative permeability (K_{sat}) of 0.06 – 0.5 m/day and a drip irrigation rate of 2 mm/day for sub-surface irrigation and a design loading rate of 5 mm/day for ETA beds.

Testing including pH, Emerson Class No. and salinity were also conducted and results are presented in Table 2.

Table 2: Soil assessment

Land feature	Result	Level of Constraint	Mitigation
Soil Depth	> 1.50 m*	Nil	Not Required
Soil Structure	Topsoil: weakly structured fine sandy loam (soil category 3, AS 1547:2012) Subsoil: strongly structured medium clay (soil category 6, AS 1547:2012)	Moderate	Adopt a low DIR and shallow subsurface irrigation or ETA beds
Permeability	Limiting layer ~ 0.06 – 0.5 m/d	Moderate	Adopt a low DIR. Adopt shallow subsurface irrigation or ETA beds
Soil Plasticity	High shrink swell potential	Moderate	Consider ameliorate with addition of lime at a rate of 0.5 kg/m ²
Emerson	Topsoil: fine sandy loam (silty sand): N/A Subsoil: medium clay (sandy clay): Class 2, some dispersion	Major	Ameliorate with addition of gypsum at a rate of 0.5 kg/m ²
Salinity	< 2 dS/m	Nil	Not Required
pH	6.8 (neutral)	Nil	Not Required

* Extremely weathered sandstone generally evident at about 1.70 m.

Based on the above soil assessment criteria, we have judged the soil capability of the site is acceptable subject to relevant outlined mitigation procedures.

6.6. Wastewater volume

In accordance with the EPA Code of Practice Onsite Wastewater Management 891.4 July 2016 and Australian Standard AS/NZS1547:2012 On-site Domestic Wastewater Management the following daily wastewater flows can be adopted:

Unlimited water supply with standard water fixtures (where a reticulated water supply is proposed)

Daily flow = (No of bedrooms + 1) x 180 litres per day

Unlimited water supply with full water reduction fixtures (where a reticulated water supply is proposed)

Daily flow = (No of bedrooms + 1) x 150 litres per day*



Limited water supply (where water is sourced only from rain water collection from roofs)

Daily flow = (No of bedrooms + 1) x 120 litres per day

** Note we anticipate reduced water saving devices will be used, that is 150l/d. Reduced flow plumbing fixtures and devices have become 'the new standard' in recent years. This assumption is based on research and interviews with plumbing suppliers and manufacturers.*

Given the location of the site, it is unlikely this site will be supplied with reticulated water supply for the foreseeable future. However, to allow for potential increased seasonal loading we have adopted unlimited water supply to provide a more conservative outcome.

We understand the proposed dwelling includes 4 bedrooms and on this basis, we recommend the estimated wastewater volume produced to be 750 L/day.

7. Conclusions and Recommendations

Our land capability assessment has established that the proposed site is acceptable for effluent disposal. We have judged the proposed allotment size is sufficient in accordance with City of Greater Geelong requirements for domestic wastewater disposal.

We have identified some constraints (soil permeability rate and proximity to surface waters) which will need to be considered to enable safe and sustainable on site effluent disposal. These constraints do not prevent the satisfactory completion of the proposed development however the effluent system does require appropriate planning and design.

Subject to constraints and our recommendations the dispersal of wastewater on the development poses a low and manageable environmental risk.

We recommend that the proposed household wastewater receive secondary treatment and that the treated effluent be dispersed by pressure compensated sub-surface irrigation. The use of pressure compensation is important for so that a constant flow rate is achieved throughout the effluent disposal area. This also results in better long-term performance of the irrigation lines and disposal field area. Alternatively, ETA beds can be used.

Secondary treatment is required to ensure that '20/30 standard' (i.e. 20 mg/l Biochemical Oxygen Demand and 30 mg/l Suspended Solids) effluent is produced prior to dispersal on the land by either subsurface irrigation or ETA beds. Treatment of household wastewater to '20/30 standard' with treated wastewater dispersion by either subsurface irrigation or ETA beds will maximise the potential for evapo-transpiration and minimise the risk of contamination of adjoining sites. This will maximise the likelihood for a safe and sustainable environmental outcome for the site and the surrounding sites.

The slow clay permeability rate can be mitigated by nominating a low design irrigation rate and installing shallow subsurface irrigation. The low irrigation rate will result in a larger capacity irrigation field to enable adequate distribution of waste water. We recommend irrigation lines are installed at a depth of 200mm below the existing surface level (in "A" horizon soil, loam soils).

We also recommend adding both lime and gypsum at a rate of 0.5 kg/m² to the base of excavations to assist sodicity, improve soil absorption and reduce shrinkage characteristics of the underlying clay. We recommend re-application every 2-3 years due to long term leaching effects.



The surface runoff should be directed away from the effluent area and ultimately connected to the legal point of discharge.

7.1. Treatment system

'20/30 standard' can be achieved using a powered aerated water treatment system (AWTS). Various AWTS are available on the market and these are generally the preferred method of treatment, note however that an AWTS may not be suitable where irregular or intermittent flows are likely such as from a holiday house.

All AWTS require a current EPA certificate of approval for operation. Regular maintenance of AWTS is essential to ensure correct performance and it is usually a requirement of the approval certificate that a service contract be maintained for the unit.

7.2. Water balance model and nutrient balance model

A water balance and nutrient balance was prepared for the site with rainfall and evaporation data from the closest / longest data recording stations (refer Appendix D).

The water balance model was calculated using the following input data:

- Design wastewater flow: 4 bedroom residence – 750 L/day (from AS1547:2012)
- Precipitation – Drysdale ~ 651 mm/yr
- Evaporation – Geelong Salines ~ 1,425 mm/yr
- Crop factor – seasonally variable from 0.6 to 0.8
- Coefficient of runoff – 1.00

The nutrient balance model was calculated using the following input data:

- Design wastewater flow: 4 bedroom residence – 750 L/day (from AS1547:2012)
- Effluent Nitrogen Concentration – 25 mg/L
- Crop Nitrogen Uptake – 220 kg/ha/yr

7.3. Option 1: Land application area for sub-surface irrigation

7.3.1. Disposal area size based on material type

Based on the material type and through interpretation of Table 5.1 & 5.2 in AS/NZS1547:2012 for "medium clay", the minimum irrigation area required to successfully disperse treated household wastewater based on the material type on the site is **375 m²**.

Note: these areas may need to be further modified dependant on water balance and nutrient balance calculations shown in section 7.3.2.

7.3.2. Disposal area size based on water balance model & nutrient balance model

Based on the water balance model and nutrient balance model (refer Appendix D) minimum required to successfully disperse treated household wastewater on the site is **721 m²** and **249 m²** respectively.

7.3.3. Minimum design effluent area for combined blackwater/greywater treatment

Based on our tests and calculations and using design irrigation rates from AS/NZS1547:2012 we have determined the following irrigation areas are required to successfully disperse treated household effluent for the proposed residence as shown in Table 3.

Table 3: Design sub-surface irrigation area for 4-bedroom residence

Calculation method	Irrigation area required
DIR from AS/NZS1547	375 m ²
Water balance model	721 m ²
Nutrient balance model	249 m ²

Our calculations have shown the water balance model is the critical factor in determining the irrigation area and on this basis we recommend a minimum irrigation area of **730 m²**.

7.4. Option 2: Land application area for ETA beds

7.4.1. Disposal area and length based on material type

Based on the material type and through interpretation of Table 5.1 & 5.2 in AS/NZS1547:2012 for "medium clay", the minimum disposal area and ETA bed length required to successfully disperse treated household wastewater based on the material type on the site is **150 m²** and **75 m** respectively (assuming a bed width of 2 m).

Note: these areas may need to be further modified dependant on water balance calculations shown in section 7.4.2.

7.4.2. Disposal area and length based on water balance model

Based on the water balance model (refer Appendix D) the minimum area and length required to successfully disperse treated household wastewater on the site is **154.6 m²** and **77.4 m** respectively (assuming a bed width of 2 m).

7.4.3. Minimum design effluent area for blackwater/greywater treatment

Based on our tests and calculations and using design loading rates from AS/NZS1547:2012 we have determined that the following minimum ETA bed area and length required to successfully disperse treated household wastewater for the proposed residence. ETA bed sizing calculations are shown in Appendix D.

Table 4: Required area and length for 'ETA Bed System'

Effluent volume produced	Minimum Effluent Disposal Area [#]	ETA Bed Width [*]	ETA Bed Length ⁺
750 L/day	160 m ²	2 m	80 m

[#] Not including the spacing between the ETA Bed units

Recommended minimum spacing between trench/bed units: 2.0 m for clayey soils

^{*} Bed width range between 1m and 4m, designer may choose a different width

⁺ Maximum length of 20 m recommended (i.e. use 4 trenches of 20m each)

7.5. Effluent disposal system design

It is beyond the scope of this report to provide a detailed design specific layout of the treatment and disposal system. We recommend that an experienced contractor or consultant be engaged to design and install the system. The AWTS manufacturer may be able to provide this service.



Typical subsurface irrigation and ETA beds system layouts and cross sections are shown on Appendix E & F (by way of example only).

Stormwater and roof runoff water must be diverted around the disposal field to an appropriate point of discharge for stormwater.

Uneven effluent distribution is a significant factor in AWTS failure. We recommend that the capacity of the pump is verified prior to installation to select the adequate pump and ensure a uniform irrigation of the effluent.

7.5.1. Sub-surface irrigation

The irrigation system must use pressure compensation and irrigation lines especially designed for wastewater and should incorporate features such as filters to prevent clogging, vacuum breaker valves to prevent air and soil being drawn into the lines, flushing valves to assist in periodic maintenance etc. Trenches for irrigation lines should be properly backfilled and the irrigation area should be left as undisturbed as possible before and after construction and must be protected from traffic by vehicles.

The effluent irrigation area may need to be split into two or more fields, supplied via a distribution or sequencing valve. Individual fields should be no larger than 400 square metres (typically 250 to 300 square metres).

Sub-surface irrigation drippers must be permanently fixed to distribution lines buried at least 200mm deep.

7.5.2. ETA beds

Trenches for the disposal system should be properly backfilled and field should be left as undisturbed as possible before and after construction and must be protected from traffic by vehicles.

7.6. Effluent disposal area siting

We have judged there are no specific restrictions on the effluent disposal siting, notwithstanding minimum offset requirements presented below.

The effluent irrigation area must be located as follows:

1. In an area not subject to vehicular traffic.
2. No closer than 3.0m from a gas or water pipe (primary treatment).
3. No closer than 3.0m on the low side or 6.0m on the high side of a property boundary (primary treatment).
4. No closer than 1.5m from a gas or water pipe (secondary treatment).
5. No closer than 1.5m on the low side or 3.0m on the high side of a property boundary (secondary treatment).
6. No closer than 3.0m from a swimming pool or stormwater drain.
7. No closer than 7.5m from an underground tank, cutting or escarpment.
8. No closer than 10m from a non-potable groundwater bore.
9. No closer than 30m from a dam, stream or channel (non-potable).
10. No closer than 100m from a stream or river in a potable water supply catchment.

The effluent disposal area must be permanently dedicated and marked with at least two clear warning signs.

Our analysis has shown there is sufficient available land for effluent disposal, as shown in Appendix A.



7.7. Reserve field

The EPA Septic Tanks Code of Practice requires that provision for a “reserve” effluent disposal field in the event that the primary disposal field fails, proves to be inadequate or needs to be rested. The reserve field must be not less than the size of the primary field and must be located on the site in compliance with all the minimum setback distances etc. as described above.

Note that a reserve field is not required for wastewater that has been treated to '20/30 standard' and dispersed by subsurface irrigation.

The code does not provide details for ETA beds, however, based on previous advice by Council, we recommend a minimum reserve field of at least 50% of the required disposal area, that is an additional 80 m².

7.8. Vegetation cover

Efficient effluent disposal assumes good vegetative cover. Therefore, it is recommended to establish and maintain grasses over distribution lines, with suitable trees and shrubs in the spaces between the lines. Such vegetation can significantly assist the overall disposal process by transpiration from leaves and by maintaining soil permeability through fine root channels. Refer to the attached “Land Capability Assessment Addendum” for additional information and indicative list of suitable plant species.

7.9. Drainage management

Careful attention to drainage is essential to reduce risk of system failure. Surface water must therefore be prevented from ponding anywhere on or near the site.

We recommend installation of upslope cut-off drains above and below the effluent disposal area with run-off directed to the legal point of discharge.

The drains must be positioned and constructed with sufficient fall to discharge completely to prevent water from accumulating in the soil anywhere near the buildings. Any blockages must be cleared and repaired promptly.

Care must also be taken to ensure that all levelled areas (vehicle parking bays, recreation areas etc.) have a slight fall ($\geq 2^\circ$) to prevent surface water from ponding or seeping into the ground and diverted away from the buildings.

7.10. Management, monitoring, care and operation

Secondary treatment is required so that '20/30 standard' (i.e. 20 mg/l Biochemical Oxygen Demand and 30 mg/l Suspended Solids) effluent is finally produced prior to dispersal on the land by either subsurface irrigation or ETA beds. Treatment of household wastewater to '20/30 standard' with dispersal of the treated wastewater by either subsurface irrigation or ETA beds will maximise the potential for evapo-transpiration and minimise the risk of contamination of adjoining sites. This will ensure a sustainable environmental outcome for the site and the surrounding sites.

The septic system requires regular servicing and maintenance by an approved contractor to meet the conditions on the council approval certificate and the requirements of the manufacturer to ensure that the minimum '20/30 standard' of effluent is consistently achieved.



A healthy system should include a biological scum on the surface and be relatively free from strong odours. We recommend the effluent disposal system be checked by a suitably qualified plumber / drainer every 12 months. The tank level and quality should also be assessed. If necessary, the tank should be 'desludged' i.e. pumped out and any faulty mechanics repaired. Desludging is required concurrently at 3 to 5 year intervals. Similarly, when constructed, sand filter media should be checked concurrently every 3 to 5 years and media replaced where required. Drainage lines should be checked for blockages or fixture failures. Grease trap should be checked for blockages and pumped every 6-12 months.

The following guidelines regarding the care and operation of septic tanks as recommend in the EPA Septic Tanks Code of Practice:

- Restrict germicides such as strong detergents, disinfectants, toilet clears with high acid content, nappy sanitisers, bleaches etc. that are likely to kill bacteria and affect the operation of the septic system,
- Use cleaning products, detergents etc. sparingly and check their suitability for septic tank systems,
- Use detergents with low levels of salt, phosphorus and chlorine. Detergents with low phosphorus and sodium are best suited for septic tanks and the environment. For more information regarding detergents we highly recommend visiting Lanfax Laboratories at lanfaxlabs.com.au under "Laundry Products Research" and click the downloadable "laundry brochure".
- Do not flush sanitary napkins, disposable nappies or similar products into the system,
- Minimise the amounts of oil and fat washed into the system,
- Use a sink strainer to restrict food scrapes entering system,
- Do not use garbage disposal units,
- Where odours occur, we recommend flushing approximately one cup of lime each day,
- To reduce odours, we recommend filling the tank with water after installation or after desludging,
- Grease trap should be checked for blockages and pumped every 6-12 months,
- Inspect the system once a year by a qualified plumber or drainer,
- Tank should be pumped concurrently every three years,
- Do not modify the system without council approval,
- Conserve water.

Consistent with Part 5.7 of the Environment Protection Regulations 2021, new ongoing obligations on a person in management or control of an onsite wastewater management system, including "an obligation to operate the system correctly, maintain it in good working order, and ensure it does not overflow." This includes a duty to keep maintenance records (and provide them to councils when requested), and "a duty to notify a council as soon as practicable if the system poses a risk of harm to human health or the environment or is otherwise not in good working order."

Special attention should be taken to potential failures, especially in older septic systems. New environmental regulations require landowners and occupiers reporting to council any signs of failure and provide details of corrective measures taken to fix the problem. Warning signs of failure may include:

- the absorption field becoming wet with wastewater pooling on the surface
- wastewater runoff from the disposal area
- Smell of effluent near or from the system
- Drains or toilets running slowly
- Grease trap being full or blocked.



8. Report Limitations

The purpose of this report is to determine the capability of the site to contain effluent with regard to the soil and land constraints. It is beyond the scope of this report to provide specific effluent system design. Where any variation or anomalies are encountered, we recommend additional investigation and reporting by us to resolve any potential issues.

This report has been prepared by qualified persons and based on current available standards.

Recommendations are based on information regarding the site and development type provided by the client Sally Watson. If information supplied is not accurate or if significant changes are required our report may be inappropriate. We cannot accept responsibility for significant changes and anticipate additional fees should further tests or report update be required.

We have prepared this report for this project at 81-117 Burrows Road, Swan Bay in accordance with the scope of works provided by the client. This report has been prepared for the sole use of Sally Watson or authorised agents. Therefore, it should not be used for any other different purpose or used by a non-authorised agent or third party.

Whilst care has been taken to accurately report on the sub-surface conditions across the site it is not possible to anticipate unexpected sub-surface variations given the limited testing performed. Therefore, further testing may be required where significant variations on sub-surface conditions are encountered.

St Quentin Consulting does not accept responsibility for our report where it has been altered or not reproduced in full, including addendum.

Changes in legislative policy may require report update or additional testing.

8.1. General Comments

Dimensions, slope, test locations are approximate only and must not be used for calculation of positioning.

Offset distance to septic tanks or any subsurface excavations must not exceed the minimum angle of repose for the in-situ naturally occurring soil. We estimate the maximum angle of repose for sand is 30 and 45 for clay soils. We do not recommend steeper angles unless competent rock is encountered.

8.2. Vegetation For Transpiration

Good vegetative cover is important to achieve effective transpiration of effluent disposal. It is therefore recommended to establish and maintain good grass cover over distribution areas and suitable shrubs or trees between distribution lines. Where trees are planted near drainage line, difficulties with root invasion can be anticipated. We do not recommend planting crops in disposal area.



The following list includes some suitable water tolerant plants:

Botanical Names	Common Names
Phragmites australis	
Canna x generakia	Canna Lily, Calla Lily, Ginger Lily
Acacia Howittii	Sticky Wattle
Callistemon citrinus	Crimson Bottlebrush
Callistemon macropunctatus	Scarlet Bottlebrush
Leptospermum lanigerum	Wooley Tea-Tree
Melaleuca decussata	Cross Honey Myrtle
Melaleuca ericifolia	Swamp Paperbark
Melaleuca halmaturorum	Salt paperbark
Tamarix juniperina	Flowering Tamarisk
Eleocharis acuta	Cannas
	Common Spike Rush
	Buffalo / kikuyu
	Geranium
	Hydrangeas
	Tall wheat grass
	Strawberry Clover, White Clover
	Perennial Rye
	Bougainvillea



Prepared by:

O. Reyes (B. Civil Eng, MIEAust, NER, RPE (Vic))

Geotechnical Engineer

St. Quentin Consulting Pty Ltd



Reviewed by:

C. Farrar (B. Eng, MIEAust CPEng (Geotechnical, Environmental), NER, RPE (Vic))

Geotechnical Manager

St. Quentin Consulting Pty Ltd



To be updated pursuant to Condition 1 of the Planning Permit



References

Australian Soil Resource Information System (ASRIS). Accessed 18/03/2025 <https://www.asris.csiro.au>

Australian Standard AS/NZS1547:2012 On-site Domestic Wastewater Management, Standards Australia, 2012

Australian Standard AS1726-2017 Geotechnical site investigations, Standards Australia, 2017

City of Greater Geelong Onsite Wastewater Management Plan - 2013 Code of Practice

Environment Protection Act 2017, No. 47/2021, May 2022

EPA Publication 891.4 Code of Practice - Onsite Wastewater Management, July 2016

EPA Publication 746.1 Land Capability Assessment for Onsite Domestic Wastewater Management, March 2003

EPA Publication 1976 Guidance for Owners & Occupiers of land with an OWMS $\leq$ 5000 litres on any day (including septic tank systems), May 2021

GeoVic 3 Energy and Earth Resources, State Government of Victoria. Accessed 18/03/2025 <http://www.energyandresources.vic.gov.au/earth-resources/maps-reports-and-data/geovic>

Google Earth. Accessed 18/03/2025 <http://earth.google.com/web/>

Guideline for Onsite Wastewater Management, Environment Protection Authority Victoria, May 2024

Guideline for Onsite Wastewater Effluent Dispersal and Recycling Systems, Environment Protection Authority Victoria, May 2024

Nearmap, nearmap.com. Accessed 18/03/2025 <https://au.nearmap.com/>

Victorian Land Capability Assessment Framework, VLCA-2nd Ed, January 2014



Appendix A

Site Plan

To be updated pursuant to Condition 1 of the Planning Permit

Site Plan

Notes:

General

1. Dimensions and areas shown are approximate only.
2. Actual location of boreholes was determined by the presence of underground services, drainage assets, property access and structures present in the site.

Subsurface Irrigation

3. Disposal area shape can be modified provided that the offsets requirements and minimum irrigation area is maintained.

ETA Beds

4. Recommended minimum spacing between trench/bed units: 2.0m.
5. Bed width range between 1m and 4m, designer may choose a different width.
6. Maximum ETA bed length of 20m recommended.



51 Little Fyans Street, South Geelong 3220
P.O. Box 919 Geelong 3220
P: (03) 5201 1811 F: (03) 5229 2909
www.stqc.com.au ABN: 45 120 048 857

Legend:



Borehole Locations



Development Area



Site slope

Suitable area

Min. disposal area

Setback distance

Building envelope

LSIO

Watercourse /
waterbody

Site Plan

Location: 81-117 Burrows Road

Swan Bay, Victoria

Source: Nearmap.com - Feb-2025

Project No: 18197G-LCA

Inv. date: 21/02/2025

Drawing No: 1

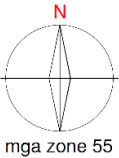
Scale: NOT TO SCALE

Drawn by: O.R.

Date: 17/03/2025

Approved by: C.F.

Date: 17/03/2025





Appendix B

Borehole Logs

Soil and Rock Symbols

Soil and Rock Descriptions

BOREHOLE LOG



St Quentin

Client: Sally Watson

Project No.: 18197G-LCA

Sheet: 1 of 1

Location: 81-117 Burrows Road

Borehole No: BH 1

Logged by: O.R.

Swan Bay, Victoria

Inv. Date: 21/02/2025

Checked by: C.F.

Depth (metres)	Graphic Log	Material Description Type, Plasticity, Colour, Particle characteristics	Soil Texture	Structure	Consistency / Density	Moisture	Sample / Test	Test Results	Geology and additional observations
0.2	0.20	Clayey Sand (Fine Sandy Loam) Grey Weakly structured Dense, moist	FSL	We	D	M	pH EC	6.5 220	Tertiary age sediments Brighton Group (Nb)
0.3		CLAY, some sand (Medium Clay) Pale yellow, red ochre mottles Strongly structured Stiff, slightly moist	MC	Str	F	D			
0.5									
0.6							pH EC SAR CEC ESP P Sorp EAT	6.8 130 6.65 13 14.8 2230 Class 2	0.60-1.00m 0.60-1.00m 0.60-1.00m 0.60-1.00m 0.60-1.00m 0.60-1.00m 0.60-1.00m
0.8									
0.9	1.00	Becoming sandier and mottled pale yellow, red ochre and grey with depth							
1.1									
1.2									
1.4									
1.5	1.50								
		Borehole 1 terminated at 1.5m							
1.7									
moisture:		Degree of Weathering	Consistency/density:			Structure		Method:	
D	Dry	RS Residual Soil	VS very soft	Fb friable		Ma Massive		☐	Hand Auger
SM	Slightly Moist	XW Extremely Weathered Rock	S soft	VL very loose		SG Single grained		☒	Auger Drilling
M	Moist	HW Highly Weathered Rock	F firm	L loose		We Weak		☐	Roller/Tricone
W	Wet	MW Moderately Weathered Rock	St stiff	MD medium dense		Mo Moderate		☐	Washbore
Sat	Saturated	SW Slightly Weathered Rock	VSt very stiff	D dense		Str Strong		☐	Non Destructive Digging
		FR Fresh Rock	H hard	VD very dense					

BOREHOLE LOG



St Quentin

Client: Sally Watson

Project No.: 18197G-LCA

Sheet: 1 of 1

Location: 81-117 Burrows Road

Borehole No: BH 2

Logged by: O.R.

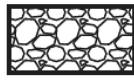
Swan Bay, Victoria

Inv. Date: 21/02/2025

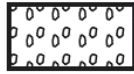
Checked by: C.F.

Depth (metres)	Graphic Log	Material Description Type, Plasticity, Colour, Particle characteristics	Soil Texture	Structure	Consistency / Density	Moisture	Sample / Test	Test Results	Geology and additional observations
0.15		Clayey Sand (Fine Sandy Loam) Grey Weakly structured Dense, moist	FSL	We	D	M			Tertiary age sediments Brighton Group (Nb)
0.2		CLAY, some sand (Medium Clay) Pale yellow, red ochre mottles Strongly structured Stiff, slightly moist	MC	Str	F	D			
0.3									
0.5									
0.6									
0.8									
0.9									
1.00									
1.1		Borehole 2 refused at 1m on hard dry clay							
1.2									
1.4									
1.5									
1.7									
moisture:		Degree of Weathering	Consistency/density:			Structure		Method:	
D	Dry	RS Residual Soil	VS very soft	Fb friable		Ma Massive		☐	Hand Auger
SM	Slightly Moist	XW Extremely Weathered Rock	S soft	VL very loose		SG Single grained		☒	Auger Drilling
M	Moist	HW Highly Weathered Rock	F firm	L loose		We Weak		☐	Roller/Tricone
W	Wet	MW Moderately Weathered Rock	St stiff	MD medium dense		Mo Moderate		☐	Washbore
Sat	Saturated	SW Slightly Weathered Rock	VSt very stiff	D dense		Str Strong		☐	Non Destructive Digging
		FR Fresh Rock	H hard	VD very dense					

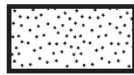
SOILS



Boulders & Cobbles



Gravel



Sand



Silt



Clay



Peat

FILL



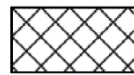
Asphalt / Sprayed Seal



Crushed Rock



Concrete



Fill

METAMORPHIC ROCKS



Coarse grained



Medium grained

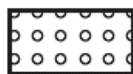


Fine grained

SEDIMENTARY ROCKS



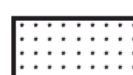
Limestone



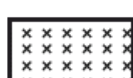
Conglomerate



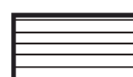
Breccia



Sandstone



Siltstone



Mudstone



Coal

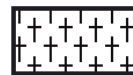


Tuff

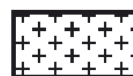


Gypsum

IGNEOUS ROCKS



Coarse grained

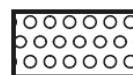


Medium grained



Fine grained

WEATHERED ROCK



Weathered profile

To be updated pursuant to Condition 1 of the Planning Permit

Description and Classification Methods

The methods of description and classification of soils and rocks used in this report are based on Australian Standard AS 1726:2017 Geotechnical Site Investigations. In general, the descriptions include strength or density, colour, structure, soil or rock type and inclusions.

Soil Types

Soil types are described according to the predominant particle size, qualified by the grading of other particles present:

Fraction	Component	Subdivision	Size (mm)
Oversize	Boulders		> 200
	Cobbles		63 - 200
Coarse Grained Soil	Gravel	Coarse	19 - 63
		Medium	6.7 - 19
		Fine	2.36 - 6.7
	Sand	Coarse	0.6 - 2.36
		Medium	0.25 - 0.6
		Fine	0.075 - 0.25
Fine Grained Soil	Silt		0.002 - 0.075
	Clay		< 0.002

Soil Geological Origin

Weathered in place soils:

- Residual soil: Formed from in-situ weathering of the underlying rock, no visible structure or fabric of parent rock;
- Extremely weathered material: Formed directly from in-situ weathering of the underlying rock, visible structure or fabric of parent rock

Transported soil:

- Alluvial soil: River and stream deposits
- Estuarine soil: Tidal river and stream deposits
- Marine soils: Marine deposits
- Lacustrine soil: Freshwater lake deposits
- Aeolian soil: Wind deposits
- Colluvial soil: Soil and rock debris transported down slopes by gravity
- Topsoil: Surface and/or near-surface soil defined by high levels of organic material
- Fill: Any soil moved by man

Moisture Condition

Term	Description
Dry	Looks and feels dry. Cohesive and cemented soils are hard, friable or powdery. Uncemented granular soils run freely through hands.
Moist	Soil feels cool and darkened in colour. Cohesive soils can be moulded. Granular soils tend to cohere.
Wet	As for moist but with free water forming on hands when handled.

Soil Structure

Term	Description
Zoning	
Layer	Continuous across exposure or sample
Lens	Discontinuous layers of lenticular shape
Pocket	Irregular inclusions of different material
Interbedded	Layers of alternating soil types are too thin to describe individually
Cementing	
Weakly cemented	Easily broken up by hand in air or water.
Moderately cemented	Effort is required to break up the soil by hand in air or water

Fine Grained (Cohesive) Soils

Cohesive soils, such as clays, are classified on the basis of undrained shear strength. The strength terms are defined as follows:

Consistency	Abbreviation	Indicative undrained shear strength (kPa)
Very soft	VS	≤ 12
Soft	S	> 12 and ≤ 25
Firm	F	> 25 and ≤ 50
Stiff	St	> 50 and ≤ 100
Very Stiff	VSt	> 100 and ≤ 200
Hard	H	> 200

Secondary Soil Components

The proportions of secondary constituents of soils are described as:

Designation of components	% Sand/gravel	Terminology
Minor	≤ 15	Add 'trace'
	> 15, ≤ 30	Add 'with sand/gravel'
Secondary	> 30	Prefix soil name as 'sandy' or 'gravelly'

Plasticity of fine grained soils:

Descriptive term	Range of liquid limit for silt	Range of liquid limit for clay
Non-plastic	Not applicable	Not applicable
Low plasticity	≤ 50	≤ 35
Medium plasticity	Not applicable	> 35 and ≤ 50
High plasticity	> 50	> 50

Coarse Grained (Cohesionless) Soils

Cohesionless soils, such as clean sands, are classified on the basis of relative density. The relative density terms are given below:

Density	Abbreviation	Density Index (%)
Very loose	VL	≤ 15
Loose	L	> 15 and ≤ 35
Medium Dense	MD	> 35 and ≤ 65
Dense	D	> 65 and ≤ 85
Very dense	VD	> 85

Secondary Soil Components

The proportions of secondary constituents of soils are described as:

Designation of components	% Fines	Terminology	% Accessory coarse fraction	Terminology
Minor	≤ 5	Add 'trace clay/silt'	≤ 5	Add 'trace clay/silt'
	> 5 , ≤ 12	Add 'with clay/silt'	> 15 , ≤ 30	Add 'with sand/gravel'
Secondary	> 12	Prefix soil name as 'silty' or 'clayey'	> 30	Prefix soil name as 'sandy' or 'gravelly'

Particle characteristics of coarse grained soils:

- Well graded - a good representation of all particle sizes
- Poorly graded - an excess or deficiency of particular sizes within the specified range
- Uniformly graded - an excess of a particular particle size
- Gap graded - a deficiency of a particular particle size with the range

To be updated pursuant to Condition 1 of the Planning Permit

Rock Strength

Rock strength is defined by the Point Load Strength Index ($I_{s(50)}$) and refers to the strength of the rock substance and not the strength of the overall rock mass, which may be considerably weaker due to defects. The terms used to describe rock strength are as follows:

Term	Abbreviation	Point Load Index $I_{s(50)}$ (MPa)	Approximate Unconfined Compressive Strength (MPa)
Very Low Strength	VL	> 0.03 and ≤ 0.1	> 0.6 and ≤ 2
Low Strength	L	> 0.1 and ≤ 0.3	> 2 and ≤ 6
Medium Strength	M	> 0.3 and ≤ 1	> 6 and ≤ 20
High Strength	H	> 1 and ≤ 3	> 20 and ≤ 60
Very High Strength	VH	> 3 and ≤ 10	> 60 and ≤ 200
Extremely High Strength	EH	> 10	> 200

Degree of Weathering

The degree of weathering of rock is classified as follows:

Term	Abbreviation	Description
Residual soil	RS	Material has soil properties, i.e. it can be remoulded and classified as a soil. Texture of the original rock is no longer visible.
Extremely weathered	XW	Rock has soil properties, i.e. it can be remoulded and classified as a soil but the texture of the original rock is still visible.
Highly weathered	HW	Colour and strength of original fresh rock is not recognisable. Porosity and strength may be altered as a result of leaching or deposition of weathering products in pores.
Moderately weathered	MW	Rock is discoloured, usually by iron staining
Slightly weathered	SW	Rock is slightly discoloured but shows little or no change of strength from fresh rock
Fresh Rock	FR	Rock shows no signs of decomposition or staining

Guide to Naming Sedimentary Rocks

Grain size (mm)	Deposited rock type		At least 90% of rock is carbonate		Ejected from a volcano
			Low porosity	Porous	
> 2	Conglomerate (rounded grains)		Limestone or Dolomite	Calcirudite	Agglomerate (rounded grains)
	Breccia (angular / irregular fragments)				Volcanic Breccia (angular / irregular fragments)
0.06 - 2	Sandstone			Calcarenite	Tuff
0.002 - 0.06	Mudstone	Siltstone		Calcsiltite	Fine Grained Tuff
< 0.002		Claystone		Calcilutite	

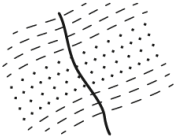
Guide to Naming Igneous Rocks

Grain size (mm)	Massive crystalline		
	Much quartz (felsic)	↔	Little quartz (mafic)
Coarse (> 2)	Granite	Diorite	Gabbro
Medium (0.06 - 2)	Microgranite	Microdiorite	Dolerite
Fine (< 0.06)	Rhyolite	Andesite	Basalt

Guide to Naming Metamorphic Rocks

Grain size (mm)	Foliated	Non-foliated
Coarse (> 2)	Gneiss: Well developed but often widely spaced foliation	Marble: Crystalline calcium carbonate
Medium (0.06 – 2)	Schist: Well developed with much mica	Quartzite: Fused quartz grains
Fine (< 0.06)	Phyllite: Slightly undulose foliation Slate: Well developed planar cleavage	Serpentine: Usually grey and green Hornfels: Fine grained rock formed by thermal metamorphism

Rock Defect Types

Type	Sub-type	Definition	Diagram
Parting		A surface or crack across which the rock has little or no tensile strength. Parallel or sub parallel to layering (e.g. bedding) or a planar anisotropy in the rock substance (e.g. cleavage). May be open or closed.	
		A surface or crack with no apparent shear displacement and across which the rock has little or no tensile strength, but which is not parallel or sub-parallel to layering or to planar anisotropy in the rock material. May be open or closed.	
		A near planar, curved or undulating surface which is usually smooth, polished or slickensided and which shows evidence of shear displacement.	
		Zone of rock material with roughly parallel near planar, curved or undulating boundaries cut by closely spaced joints, sheared surfaces or other defects. Some of the defects are usually curved and intersect to divide the mass into lenticular or wedge-shaped blocks.	
		Seam of soil material with roughly parallel almost planar boundaries, composed of soil material with roughly parallel near planar, curved or undulating boundaries cut by closely spaced joints, sheared surfaces or other defects. Some defects are usually curved and intersect to divide the mass into lenticular or wedge-shaped blocks.	
Seams	Crushed	Seam of soil material with roughly parallel almost planar boundaries, composed of disoriented, usually angular fragments of the host rock substance which may be more weathered than the host rock. The seam has soil properties.	
	Infilled	Seam of soil material usually with distinct roughly parallel boundaries formed by the migration of soil into an open cavity or joint, infilled seams less than 1mm thick may be described as veneer or coating on joint surface.	
	Extremely weathered	Seam of soil material, often with gradational boundaries. Formed by weathering of the rock material in place.	
			Seam



Appendix C

Site Photographs

To be updated pursuant to Condition 1 of the Planning Permit

81-117 Burrows Road - Photographs



Photo 1: Existing site conditions, proposed dwelling location.



Photo 2: Existing site conditions, drilling at proposed effluent disposal area.

81-117 Burrows Road - Photographs



Photo 3: Excavated material from borehole 1.



Photo 4: Excavated material from borehole 2.



51 Little Fyans Street, South Geelong 3220
P.O. Box 919 Geelong 3220
www.stqc.com.au ABN: 45 120 048 857

Title: Photographs
Locality: 81-117 Burrows Road
Swan Bay, Victoria

Project No: 18197G-LCA
Prepared by: O.R.
Date: 17/03/2025



Appendix D

Water Balance & Nutrient Balance Models

To be updated pursuant to Condition 1 of the Planning Permit

VICTORIAN LAND CAPABILITY ASSESSMENT FRAMEWORK

WATER BALANCE MODEL - SUBSURFACE IRRIGATION



St. Quentin

Client: Sally Watson
Assessor: Omar Reyes

Location: 81-117 Burrows Road
Swan Bay, Victoria

Project No.: 18197G-LCA
Date: 17/03/2025

IRRIGATION AREA SIZING USING NOMINATED AREA WATER BALANCE FOR ZERO STORAGE

INPUT DATA

Number of bedrooms:	4	Actual number of bedrooms of proposed building
Water supply:	150 L/person.day	Limited (water sourced only from rain water collection) or unlimited (reticulated water supply proposed)
Design Wastewater Flow (Q):	750 L/day	Based on maximum potential occupancy and derived from Table 4 in the EPA Code of Practice (July 2016)
Design Irrigation Rate (DIR):	2.0 mm/day	Based on soil texture class/permeability and derived from Table 9 in the EPA Code of Practice (July 2016)
Minimum Irrigation Area:	375 m ²	Based on material type and through interpretation of Table 5.1 & 5.2 of AS/NZS 1547:2012
Crop Factor (C):	0.6-0.8	Estimates evapotranspiration as a fraction of pan evaporation; varies with season and crop type (suitable for pasture grass)
Rainfall Runoff Factor (RF):	1.00	Proportion of rainfall that remains onsite and infiltrates, allowing for any runoff
Rainfall Data:	Drysdale (87144)	BoM Station and number or 70th Percentile from Council Specific Data
Pan Evaporation Data:	Geelong Salines (087184)	BoM Station and number

Parameter	Formula	Units	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Days in month (D):		days	31	28	31	30	31	30	31	31	30	31	30	31	365
Rainfall (R):		mm/month	40.8	25.6	33.6	55	66.7	58.3	54.6	60.8	59.6	50	51.7	42.6	650.6
Evaporation (E):		mm/month	203.1	167.8	144.7	96.8	66.9	49.2	55.8	73.1	95.3	129.3	157.8	185.5	1425.3
Crop Factor (C):		unitless	0.8	0.8	0.7	0.7	0.6	0.6	0.6	0.6	0.7	0.8	0.8	0.8	
OUTPUTS															
Evapotranspiration (ET):	E x C	mm/month	162	134	101	68	40	30	33	44	67	103	126	148	1057.56
Percolation (B):	DIR x D	mm/month	62	56	62	60	62	60	62	62	60	62	60	62	730
Outputs:	ET + B	mm/month	224.5	190.2	163.3	127.8	102.1	89.5	95.5	105.9	126.7	165.4	186.2	210.4	1787.6
INPUTS															
Retained Rainfall (RR):	R x RF	mm/month	40.8	25.6	33.6	55	66.7	58.3	54.6	60.8	59.6	50	51.7	42.6	599.3
Applied Effluent (W):	(Q x D) / L	mm/month	31.8	28.8	31.8	30.8	31.8	30.8	31.8	31.8	30.8	31.8	30.8	31.8	374.6
Inputs:	RR+W	mm/month	72.6	54.4	65.4	85.8	98.5	89.1	86.4	92.6	90.4	81.8	82.5	74.4	973.9
STORAGE CALCULATION															
Storage remaining from previous month		mm/month	0	0	0	0	0	0	0	0	0	0	0	0	
Storage for the month (S):	(RR+W)-(ET+B)	mm/month	-151.8	-135.8	-97.9	-42.0	-3.6	-0.4	-9.1	-13.3	-36.3	-83.6	-103.7	-136.0	
Cumulative Storage (M):		mm	0	0	0	0	0	0	0	0	0	0	0	0	
Max. Storage for Nominated Area (N):		mm	0												
Max. Volume for Nominated Area (V):	N x L	L	0												
LAND AREA REQUIRED FOR ZERO STORAGE															
MINIMUM AREA REQUIRED FOR ZERO STORAGE:		m ²	127	128	179	309	656	721	569	516	335	201	167	139	
MINIMUM AREA REQUIRED FOR ZERO STORAGE:		721 m ²	NOMINATED LAND APPLICATION AREA (L) :										730 m ²		

VICTORIAN LAND CAPABILITY ASSESSMENT FRAMEWORK

NUTRIENT BALANCE MODEL - SUBSURFACE IRRIGATION



St Quentin

Client: Sally Watson

Location: 81-117 Burrows Road

Project No.: 18197G-LCA

Assessor: Omar Reyes

Swan Bay, Victoria

Date: 17/03/2025

LAND APPLICATION AREA REQUIRED BASED ON NITROGEN BALANCE

INPUT DATA¹

Wastewater Loading			Nutrient Crop Uptake					
Hydraulic Load	750	L/day	Crop N Uptake	220	kg/ha/yr	Which equals	60.27	mg/m ² /day
Effluent N Concentration	25	mg/L						
% N Lost to Soil Processes (Geary & Gardner 1996)	0.2	Decimal						
Total N Loss to Soil	3750	mg/day						
Remaining N Load after soil loss	15000	mg/day						

NITROGEN BALANCE BASED ON ANNUAL CROP UPTAKE RATES

Minimum Area required with zero buffer				Determination of Buffer Zone Size for a Nominated Land Application Area (LAA)		
Nitrogen		249	m ²	Nominated LAA Size from Water Balance	730	m ²
				Predicted N Export from LAA	-10.59	kg/year
				Minimum Buffer Required for excess nutrient	0	m ²

MINIMUM AREA REQUIRED FOR ZERO BUFFER: 249 m²

NOTES

¹ Model sensitivity to input parameters will affect the accuracy of the result obtained. Where possible site specific data should be used. Otherwise data should be obtained from a reliable source such as:

- EPA Guidelines for Effluent Irrigation
- Appropriate Peer Reviewed Papers
- Environment and Health Protection Guidelines: Onsite Sewage Management for Single Households
- USEPA Onsite Systems Manual

VICTORIAN LAND CAPABILITY ASSESSMENT FRAMEWORK

WATER BALANCE MODEL - ETA SYSTEMS / TRENCHES / BEDS



St. Quentin

Client: Sally Watson
Assessor: Omar Reyes

Location: 81-117 Burrows Road
Swan Bay, Victoria

Project No.: 18197G-LCA
Date: 17/03/2025

DISPOSAL AREA SIZING USING NOMINATED AREA WATER BALANCE

INPUT DATA

Number of Bedrooms:	4	Actual number of bedrooms of proposed building
Water Supply:	150 L/person.day	Limited (water sourced only from rain water collection) or unlimited (reticulated water supply proposed)
Design Wastewater Flow (Q):	750 L/day	Based on maximum potential occupancy and derived from Table 4 in the EPA Code of Practice (July 2016)
Design Loading Rate (DLR):	5.0 mm/day	Based on soil texture class/permeability and derived from Table 9 in the EPA Code of Practice (July 2016)
Minimum Disposal Area:	150 m ²	Based on material type and through interpretation of Table 5.1 & 5.2 of AS/NZS 1547:2012
ETA Bed Width	2.0 m	As selected by designer
ETA Bed Length	75.0 m	
Crop Factor (C):	0.6-0.8	Estimates evapotranspiration as a fraction of pan evaporation; varies with season and crop type (suitable for pasture grass)
Rainfall Runoff Factor (RF):	1.00	Proportion of rainfall that remains on site and infiltrates, allowing for any runoff
Rainfall Data:	Drysdale (87144)	BoM Station and number or 70th Percentile from Council Specific Data
Pan Evaporation Data:	Geelong Salines (087184)	BoM Station and number
Design storage depth:	250 mm	Maximum storage depth of 650 mm

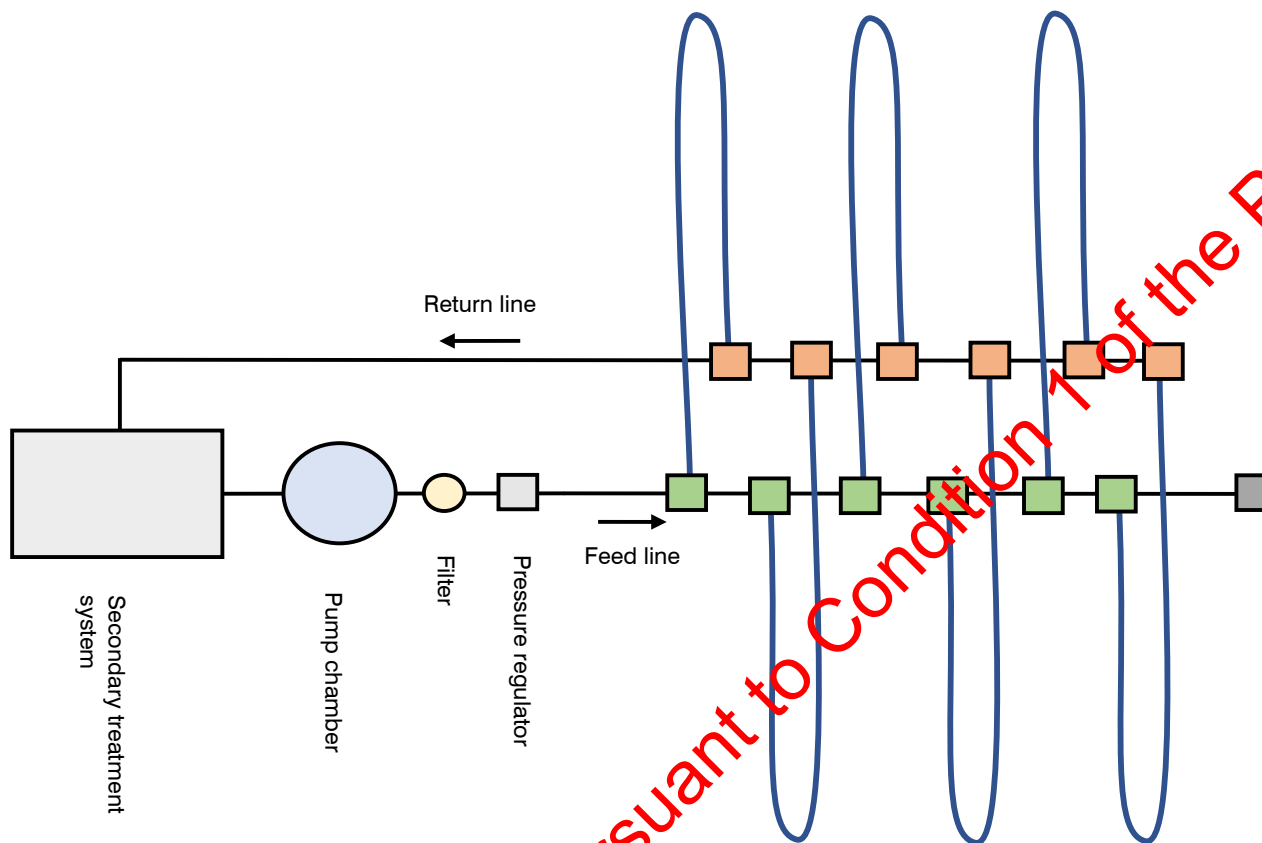
Parameter	Formula	Units	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Days in month (D):		days	31	28	31	30	31	30	31	31	30	31	30	31	365
Rainfall (R):		mm/month	40.8	25.6	33.6	55	66.7	58.3	54.6	60.8	59.6	50	51.7	42.6	650.6
Evaporation (E):		mm/month	203.1	67.8	144.7	96.8	66.9	49.2	55.8	73.1	95.3	129.3	157.8	185.5	1425.3
Crop Factor (C):		unitless	0.8	0.8	0.7	0.7	0.6	0.6	0.6	0.6	0.7	0.8	0.8	0.8	
OUTPUTS															
Evapotranspiration (ET):	E x C	mm/month	162.5	134.2	101.3	67.8	40.1	29.5	33.5	43.9	66.7	103.4	126.2	148.4	1057.56
Percolation (B):	DLR x D	mm/month	153	140	155	150	155	150	155	155	150	155	150	155	1825
Outputs:	ET + B	mm/month	317.5	274.2	256.3	217.8	195.1	179.5	188.5	198.9	216.7	258.4	276.2	303.4	2882.6
INPUTS															
Retained Rainfall (RR):	R x RF	mm/month	41	26	34	55	67	58	55	61	60	50	52	43	599.3
Applied Effluent (W):	(Q x D) / L	mm/month	150.4	135.8	150.4	145.5	150.4	145.5	150.4	150.4	145.5	150.4	145.5	150.4	1770.4
Inputs:	RR+W	mm/month	191.2	161.4	184.0	200.5	217.1	203.8	205.0	211.2	205.1	200.4	197.2	193.0	2369.7
STORAGE CALCULATION															
Storage remaining from previous month		mm/month	0	0	0	0	0	73	154	209	250	211	18	0	
Storage for the month (S):	(RR+W) - (ET+B)	mm/month	-126.3	-112.8	-72.3	-17.2	21.9	24.3	16.5	12.3	-11.6	-58.1	-79.0	-110.4	
Increase in depth of stored effluent		mm/month	-421.1	-376.1	-241.1	-57.5	73.1	81.0	54.9	41.0	-38.7	-193.6	-263.4	-368.1	
Cumulative Storage (M):		mm/month	0.0	0.0	0.0	0.0	73.1	154.0	209.0	250.0	211.3	17.7	0.0	0.0	
Max. Storage for Nominated Area (N):		mm	250												
Max. Volume for Nominated Area (V):	N x L	L	38657												
LAND AREA REQUIRED FOR ZERO STORAGE															
		m ²	84.03	84.46	104.41	138.24	181.02	185.61	173.66	168.41	143.21	111.54	100.20	89.15	
Minimum ETA bed area for zero storage:		186 m²	Area for design storage (L): 154.6 m²										Nominated ETA bed length: 77.4 m		



Appendix E

Typical Subsurface Irrigation System Layout & Cross Section

To be updated pursuant to Condition 1 of the Planning Permit



Legend:

- Flushing saddle
- Delivery saddle
- Air release valve

Notes:

1. Indicative irrigation area shape for illustrative purpose only



St. Quentin

51 Little Fyans Street, South Geelong 3220

P.O. Box 919 Geelong 3220

P: (03) 5201 1811 F: (03) 5229 1909

www.stqc.com.au ABN: 45 120 048 857

Typical Pressure Compensated Subsurface Drip irrigation Layout

Location: 81-117 Burrows Road

Swan Bay, Victoria

Project No: 18197G-LCA

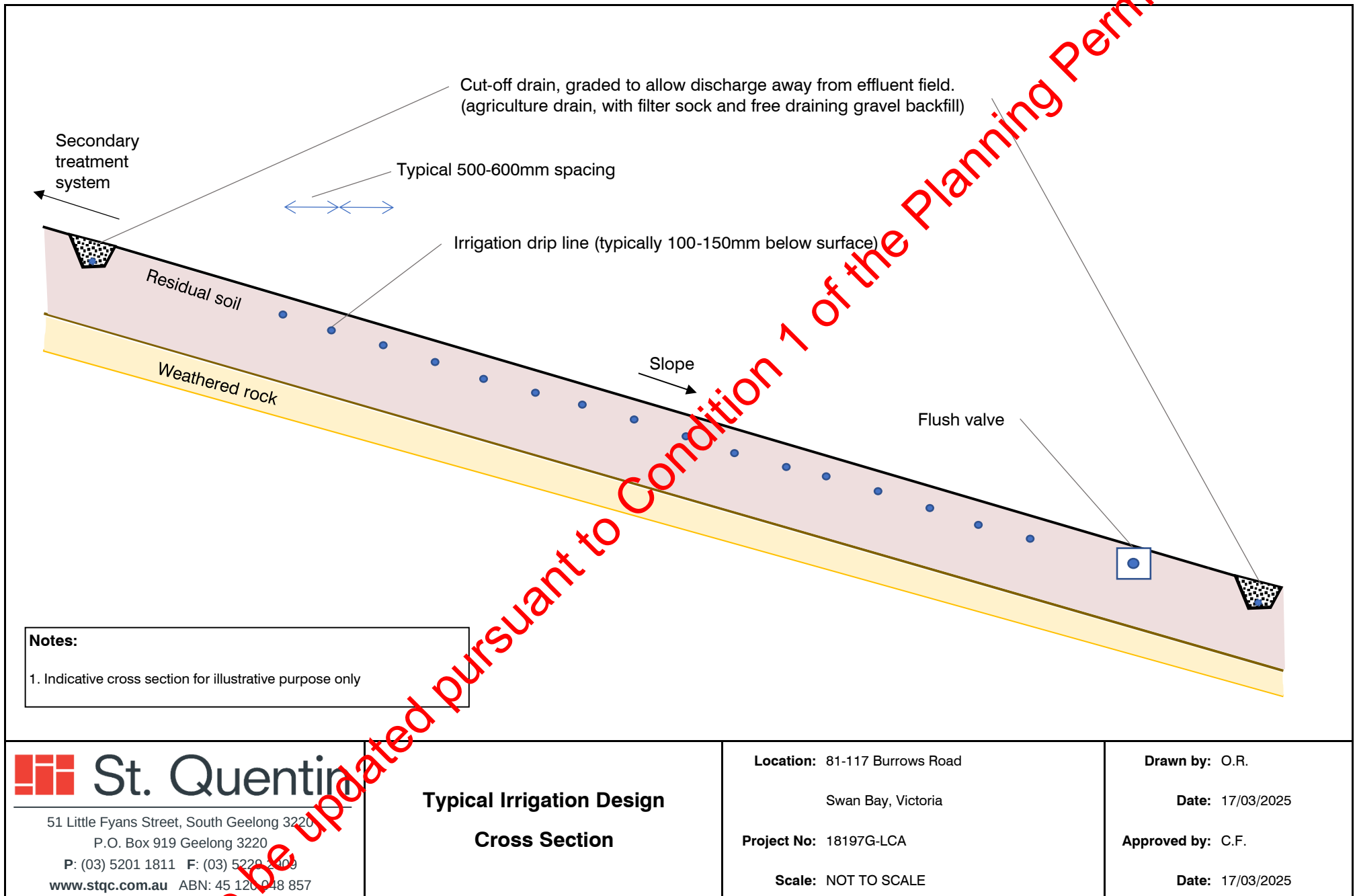
Scale: NOT TO SCALE

Drawn by: O.R.

Date: 17/03/2025

Approved by: C.F.

Date: 17/03/2025





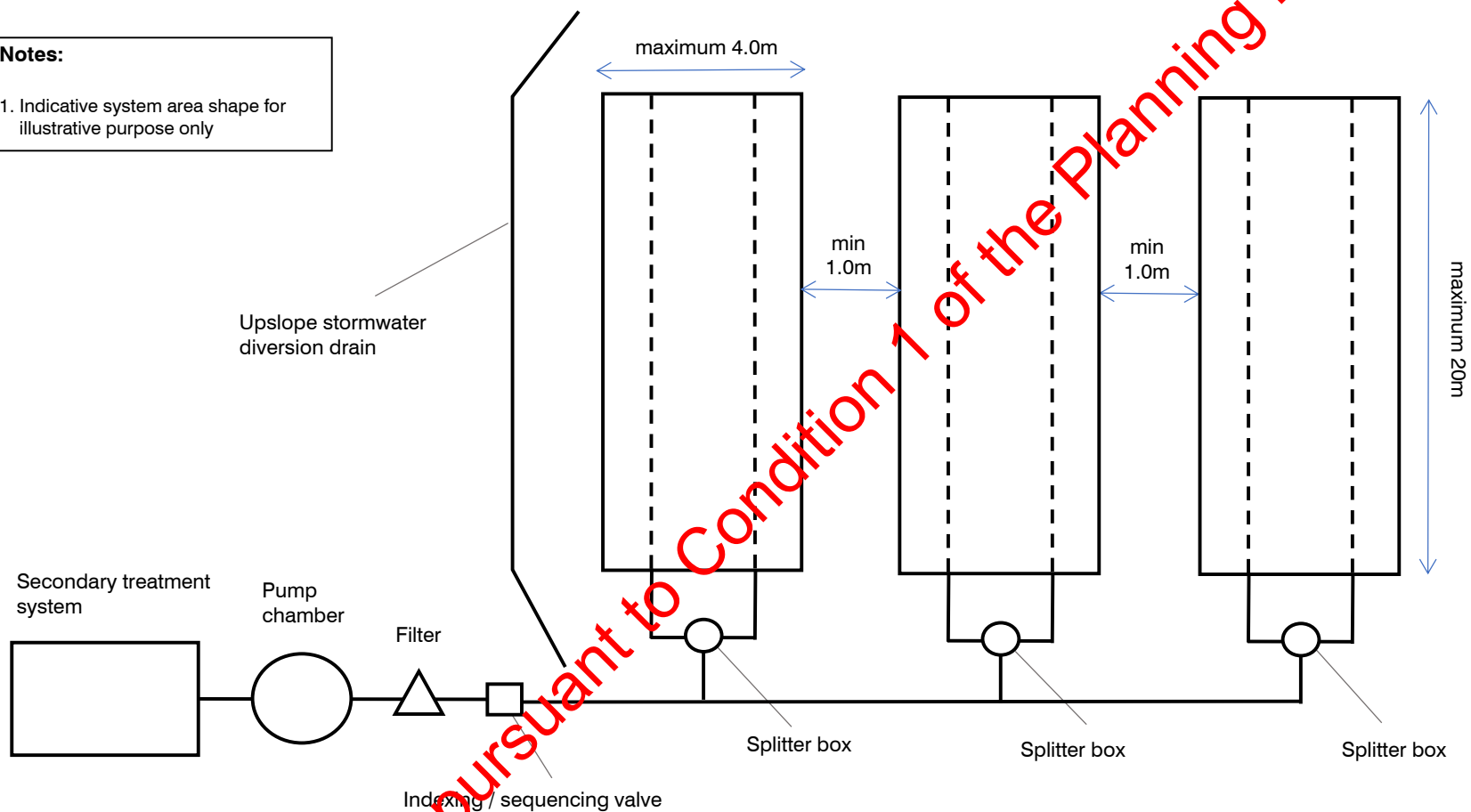
Appendix F

Typical ETA Bed System Layout & Cross Section

To be updated pursuant to Condition 1 of the Planning Permit

Notes:

1. Indicative system area shape for illustrative purpose only



St. Quentin

51 Little Fyans Street, South Geelong 3220

P.O. Box 919 Geelong 3220

P: (03) 5201 1811 F: (03) 5225 2009

www.stqc.com.au ABN: 45 120 048 857

**Typical ETA Bed
Layout**

Location: 81-117 Burrows Road

Swan Bay, Victoria

Project No: 18197G-LCA

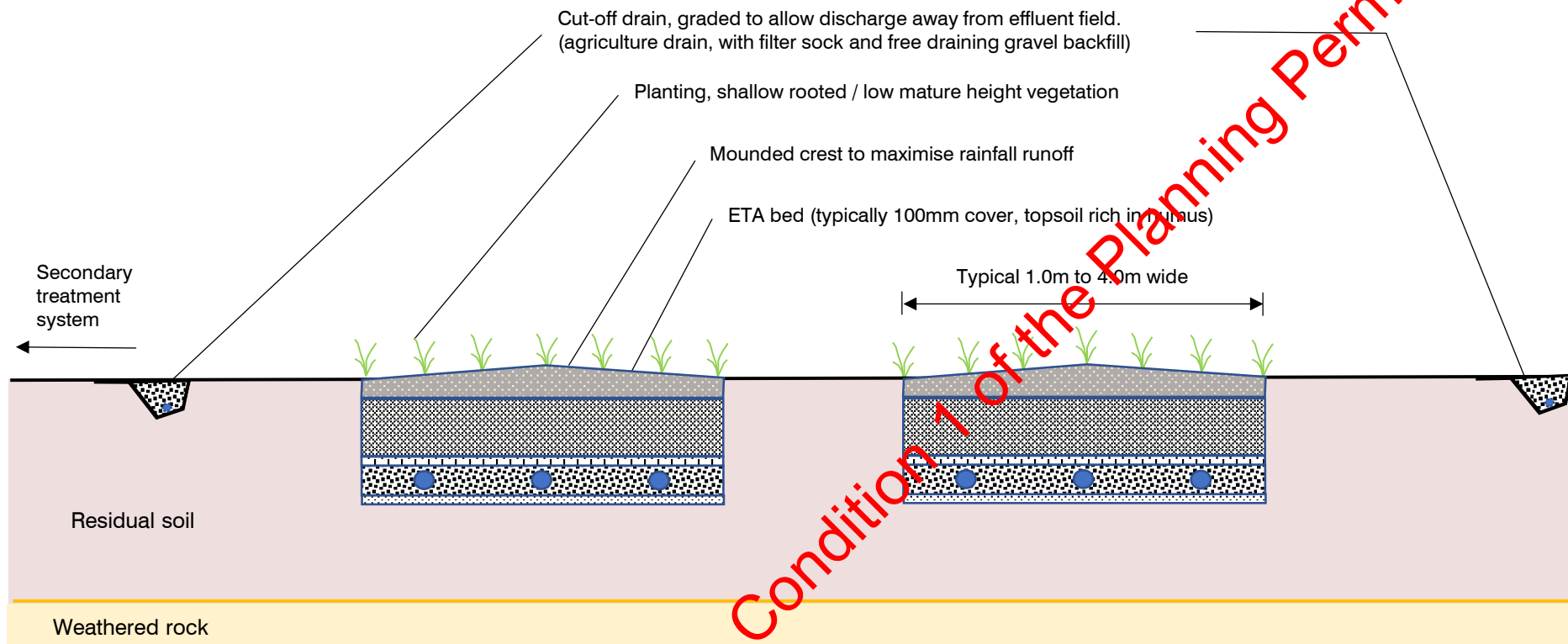
Scale: NOT TO SCALE

Drawn by: O.R.

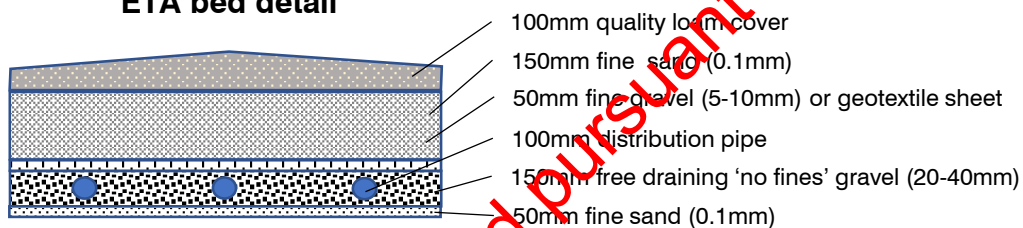
Date: 17/03/2025

Approved by: C.F.

Date: 17/03/2025



ETA bed detail



Notes:

1. Indicative cross section for illustrative purpose only
2. Spacing between trenches to be 1.0m as a minimum
3. Install cut-off drains to direct stormwater away from system



St. Quentin

51 Little Fyans Street, South Geelong 3220

P.O. Box 919 Geelong 3220

P: (03) 5201 1811 F: (03) 5223 2909

www.stqc.com.au ABN: 45 126 048 857

Typical ETA Bed Cross Section

Location: 81-117 Burrows Road

Swan Bay, Victoria

Project No: 18197G-LCA

Scale: NOT TO SCALE

Drawn by: O.R.

Date: 17/03/2025

Approved by: C.F.

Date: 17/03/2025



Appendix G

Planning Report

To be updated pursuant to Condition 1 of the Planning Permit

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 16 March 2025 01:15 PM

PROPERTY DETAILS

Address: **81-117 BURROWS ROAD SWAN BAY 3225**

Lot and Plan Number: **Lot 1 TP179463**

Standard Parcel Identifier (SPI): **1\TP179463**

Local Government Area (Council): **GREATER GEELONG**

Council Property Number: **324070**

Planning Scheme: **Greater Geelong**

Directory Reference: **Melway 472 J8**

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

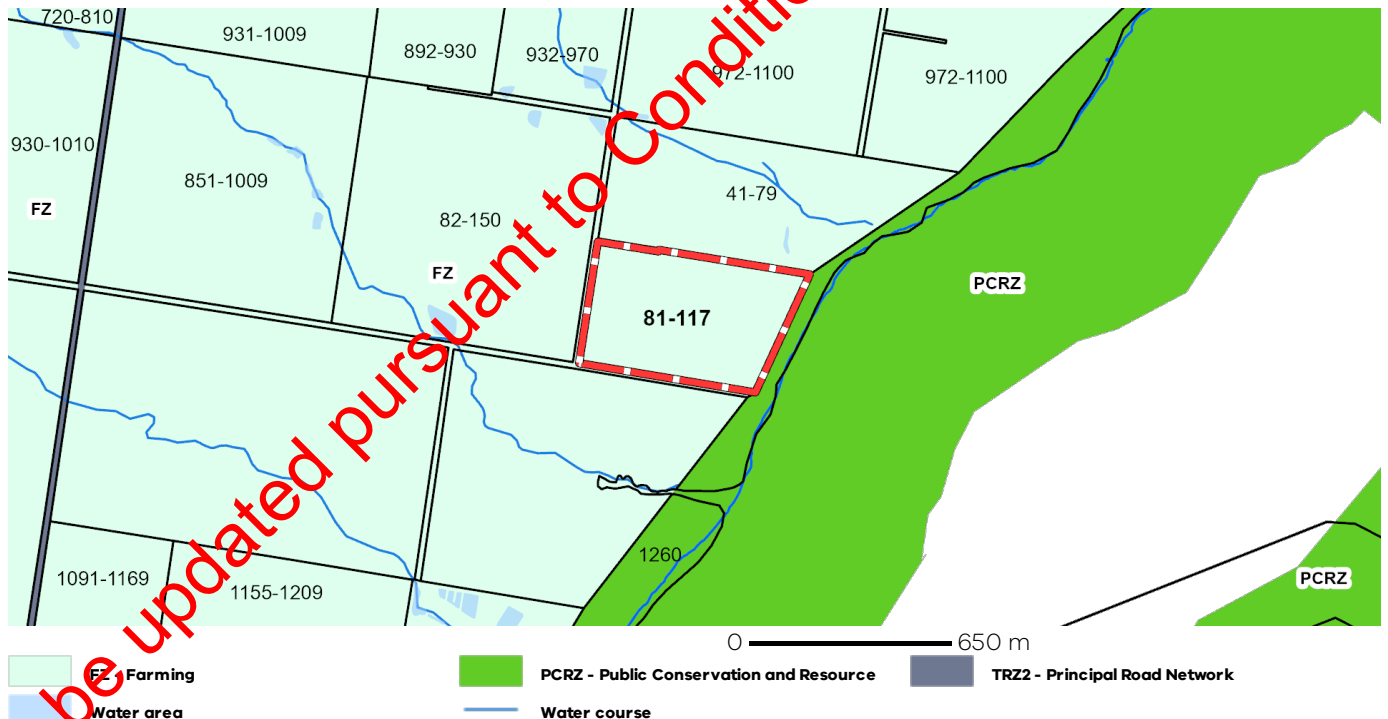
Registered Aboriginal Party: **Wadawurrung Traditional Owners Aboriginal Corporation**

[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.

Copyright © - State Government of Victoria

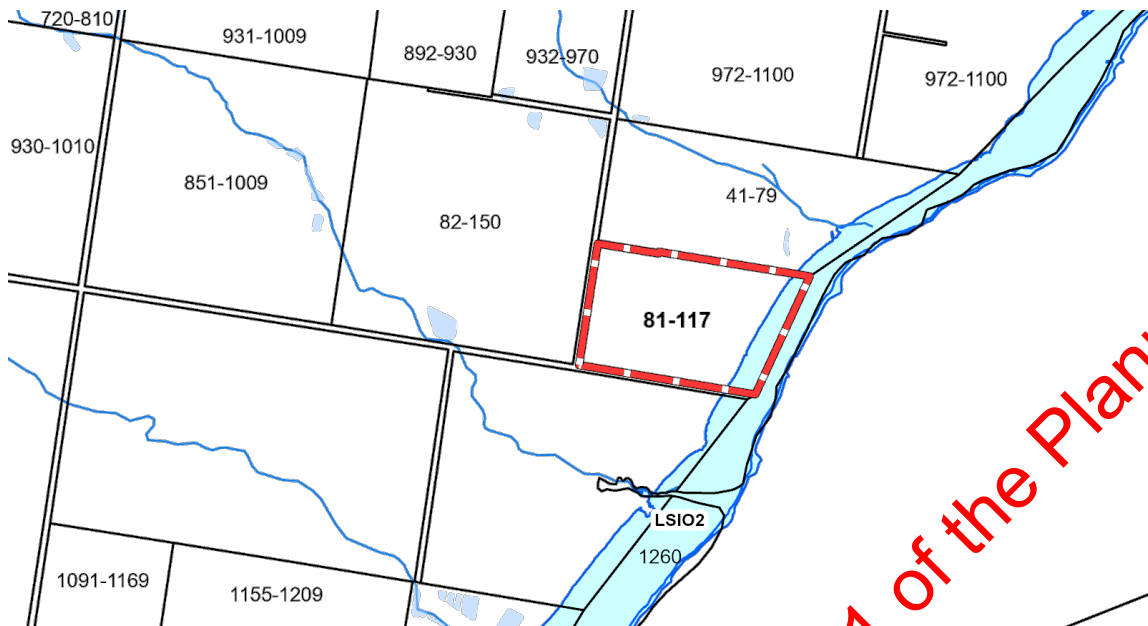
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided. Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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 32C (b) of the Sale of Land 1962 (Vic).

Planning Overlays

LAND SUBJECT TO INUNDATION OVERLAY (LSIO)

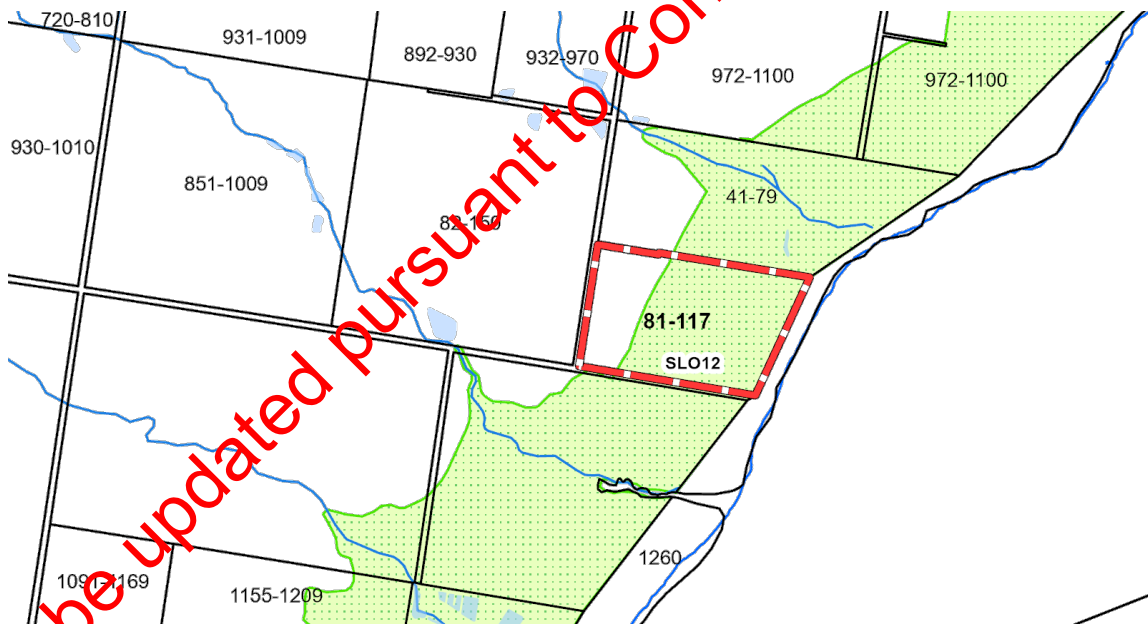
LAND SUBJECT TO INUNDATION OVERLAY - SCHEDULE 2 (LSIO2)



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

SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 12 (SLO12)



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

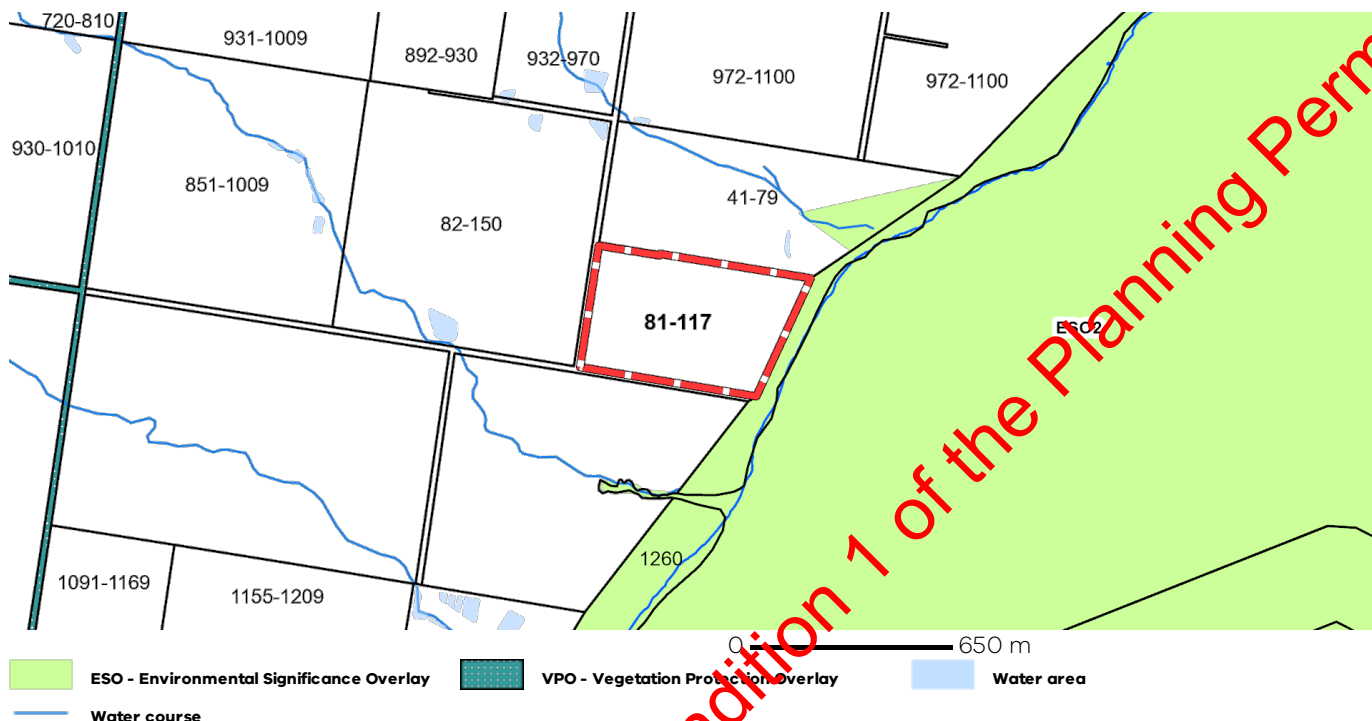
Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

VEGETATION PROTECTION OVERLAY (VPO)



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.

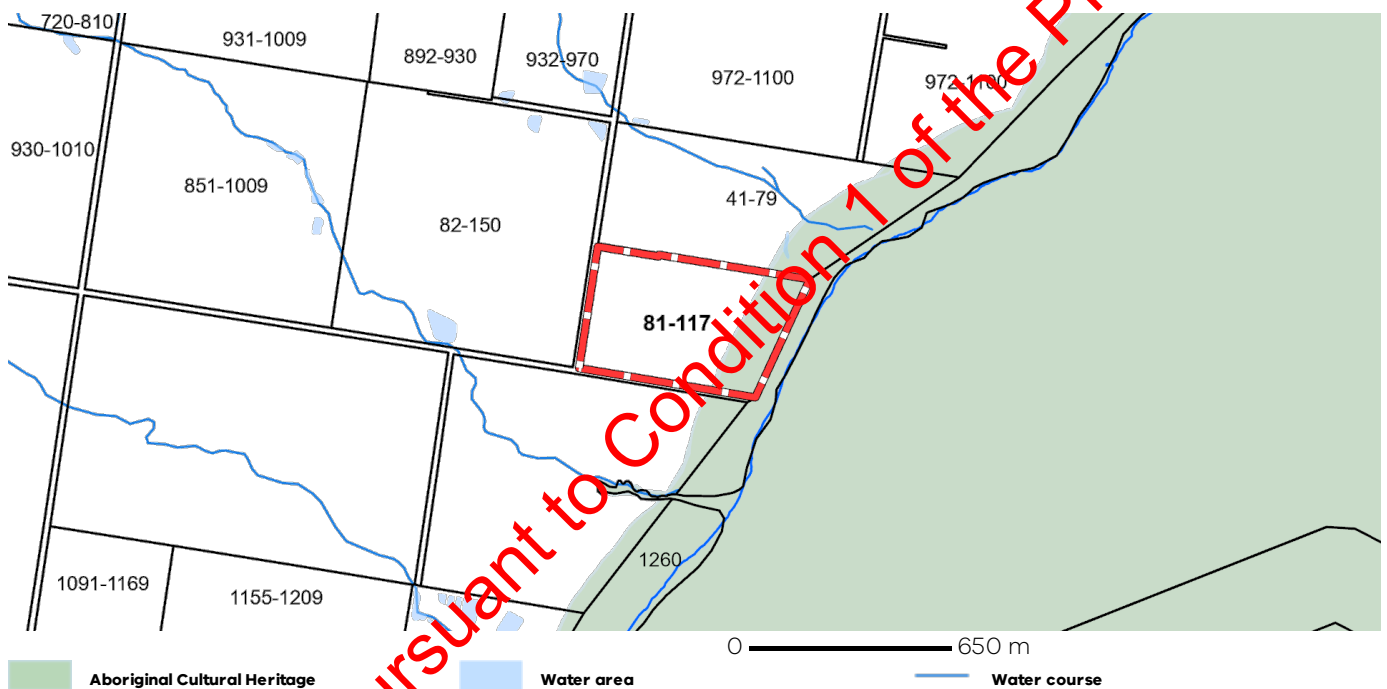
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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

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

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

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



Further Planning Information

Planning scheme data last updated on 13 March 2025.

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>

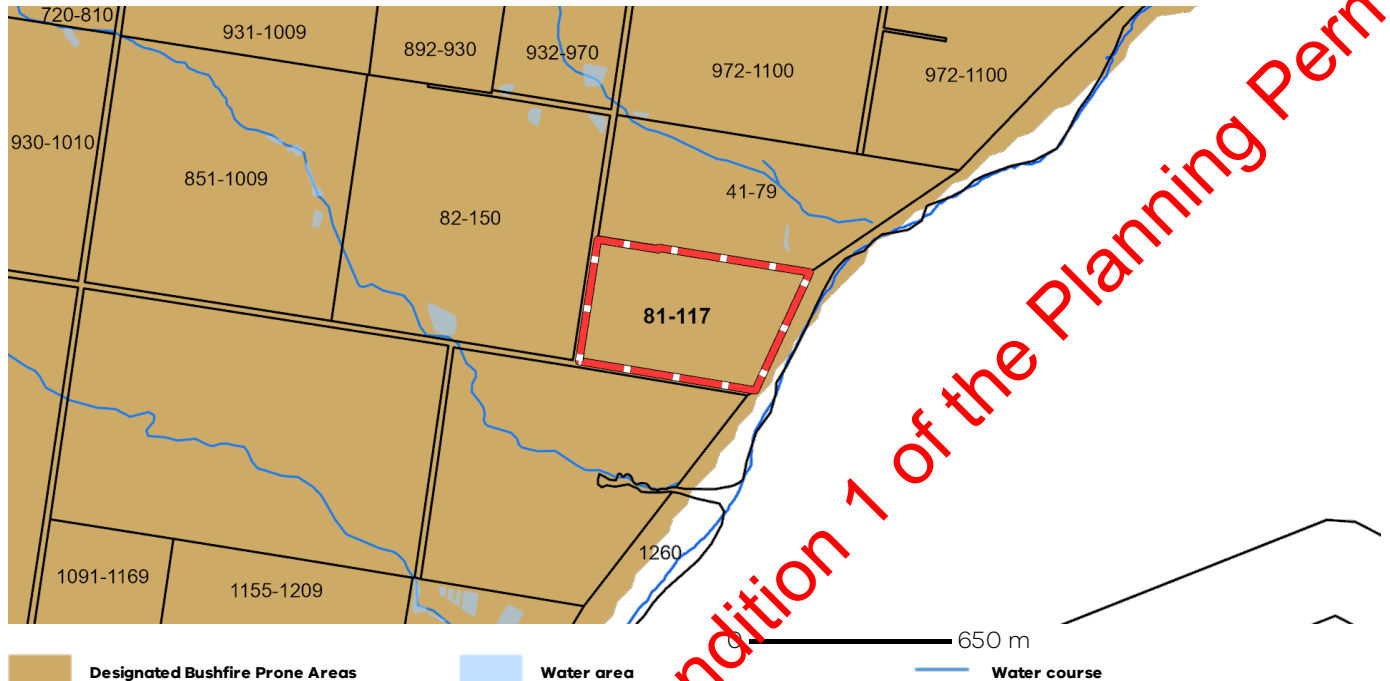
To be updated pursuant to Condition 1 of the Planning Permit

Designated Bushfire Prone Areas

This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). Planning provisions may apply.

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

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

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

Information for lot owners building in the BPA is available at <https://www.planning.vic.gov.au>.

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.legislation.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 \(environment.vic.gov.au\)](#)



Appendix H

Laboratory Test Results

To be updated pursuant to Condition 1 of the Planning Permit



CERTIFICATE OF ANALYSIS

Work Order : EM2503142
Client : ST QUENTIN
Contact : Omar Reyes
Address : 51 Little Fyans St
South Geelong Vic 3220
Telephone : +61 03 5229 2011
Project : 18197G - 81-117 Burrows Road, Swan Bay
Order number : ----
C-O-C number : ----
Sampler : St Quentin Consulting
Site : ----
Quote number : EN/222
No. of samples received : 2
No. of samples analysed : 2

Page : 1 of 3
Laboratory : Environmental Division Melbourne
Contact : Scott Richardson
Address : 4 Westall Rd Springvale VIC Australia 3171
Telephone : +61-3-8549 9600
Date Samples Received : 25-Feb-2025 15:10
Date Analysis Commenced : 28-Feb-2025
Issue Date : 06-Mar-2025 17:37



Accreditation No. 825
Accredited for compliance with
ISO/IEC 17025 - Testing

This report supersedes any previous report(s) with this reference. Results apply to the sample(s) as submitted, unless the sampling was conducted by ALS. This document shall not be reproduced, except in full.

This Certificate of Analysis contains the following information:

- General Comments
- Analytical Results

Additional information pertinent to this report will be found in the following separate attachments: Quality Control Report, QA/QC Compliance Assessment to assist with Quality Review and Sample Receipt Notification.

Signatories

This document has been electronically signed by the authorized signatories below. Electronic signing is carried out in compliance with procedures specified in 21 CFR Part 11.

Signatories	Position	Accreditation Category
Ankit Joshi	Senior Chemist - Inorganics	Sydney Inorganics, Smithfield, NSW
Beatriz Llarinas	Senior Chemist - Inorganics	Brisbane Inorganics, Stafford, QLD
Ben Felgendrejeris	Senior Vicin Sulfate Soil Chemist	Brisbane Acid Sulphate Soils, Stafford, QLD
Dilani Fernando	Laboratory Coordinator	Melbourne Inorganics, Springvale, VIC
Jarwis Nheu	Non-Metals Team Leader	Melbourne Inorganics, Springvale, VIC



General Comments

The analytical procedures used by ALS have been developed from established internationally recognised procedures such as those published by the USEPA, APHA, AS and NEPM. In house developed procedures are fully validated and are often at the client request.

Where moisture determination has been performed, results are reported on a dry weight basis.

Where a reported less than (<) result is higher than the LOR, this may be due to primary sample extract/digestate dilution and/or insufficient sample for analysis.

Where the LOR of a reported result differs from standard LOR, this may be due to high moisture content, insufficient sample (reduced weight employed) or matrix interference.

When sampling time information is not provided by the client, sampling dates are shown without a time component. In these instances, the time component has been assumed by the laboratory for processing purposes.

Where a result is required to meet compliance limits the associated uncertainty must be considered. Refer to the ALS Contract for details.

Key : CAS Number = CAS registry number from database maintained by Chemical Abstracts Services. The Chemical Abstracts Service is a division of the American Chemical Society.

LOR = Limit of reporting

^ = This result is computed from individual analyte detections at or above the level of reporting

ø = ALS is not NATA accredited for these tests.

~ = Indicates an estimated value.

- ALS is not NATA accredited for the analysis of Exchangeable Cations on Alkaline Soils when performed under ALS Method ED005
- EA058 Emerson: V. = Very, D. = Dark, L. = Light, VD. = Very Dark
- ED007 and ED008: When Exchangeable Al is reported from these methods, it should be noted that Rayment & Lyons (2011) suggests Exchange Acidity by 1M KCl - Method 15G1 (ED005) is a more suitable method for the determination of exchange acidity (H⁺ + Al³⁺).
- Sodium Adsorption Ratio (where reported): Where results for Na, Ca or Mg are <LOR, a concentration at half the reported LOR is incorporated into the SAR calculation. This represents a conservative approach for Na relative to the assumption that <LOR = zero concentration and a conservative approach for Ca & Mg relative to the assumption that <LOR is equivalent to the LOR concentration.

To be updated pursuant to Condition 1 of the Planning Permit



Analytical Results

Sub-Matrix: SOIL
 (Matrix: SOIL)

Sample ID

				BH1, 0-200mm Clayey Sand	BH1, 600-1000mm Clay	----	----	----
Sampling date / time				21-Feb-2025 16:00	21-Feb-2025 16:00	----	----	----
Compound	CAS Number	LOR	Unit	EM2503142-001	EM2503142-002	-----	-----	-----
Result				Result	Result	----	----	----
EA002: pH 1:5 (Soils)								
pH Value	----	0.1	pH Unit	6.5	6.8	----	----	----
EA002-AD: pH (Soils) dried at 40°C								
pH Value	----	0.1	pH Unit	----	7.2	----	----	----
EA006: Sodium Adsorption Ratio (SAR)								
Sodium Adsorption Ratio	----	0.01	-	----	6.65	----	----	----
EA010: Conductivity (1:5)								
Electrical Conductivity @ 25°C	----	1	µS/cm	220	30	----	----	----
EA010-AD: Conductivity (Soils) dried at 40°C								
Electrical Conductivity @ 25°C	----	1	µS/cm	----	181	----	----	----
EA058: Emerson Aggregate Test								
Color (Munsell)	----	-	-	----	Brown (7.5YR 4/4)	----	----	----
Texture	----	-	-	----	Medium Clay	----	----	----
Emerson Class Number	EC/TC	-	-	----	2(1)	----	----	----
ED007: Exchangeable Cations								
Exchangeable Calcium	----	0.1	meq/100g	----	3.8	----	----	----
Exchangeable Magnesium	----	0.1	meq/100g	----	6.8	----	----	----
Exchangeable Potassium	----	0.1	meq/100g	----	0.4	----	----	----
Exchangeable Sodium	----	0.1	meq/100g	----	1.9	----	----	----
Cation Exchange Capacity	----	0.1	meq/100g	----	13.0	----	----	----
Exchangeable Sodium Percent	----	0.1	%	----	14.8	----	----	----
EK072: Phosphate Sorption Capacity								
Phosphate Sorption Capacity	----	250	mg P sorbed/kg	----	2230	----	----	----

Inter-Laboratory Testing

Analysis conducted by ALS Brisbane, NATA accreditation no. 825, site no. 818 (Chemistry / Biology).

(SOIL) EA058: Emerson Aggregate Test

(SOIL) EA006: Sodium Adsorption Ratio (SAR)

Analysis conducted by ALS Sydney, NATA accreditation no. 825, site no. 10911 (Chemistry / Biology).

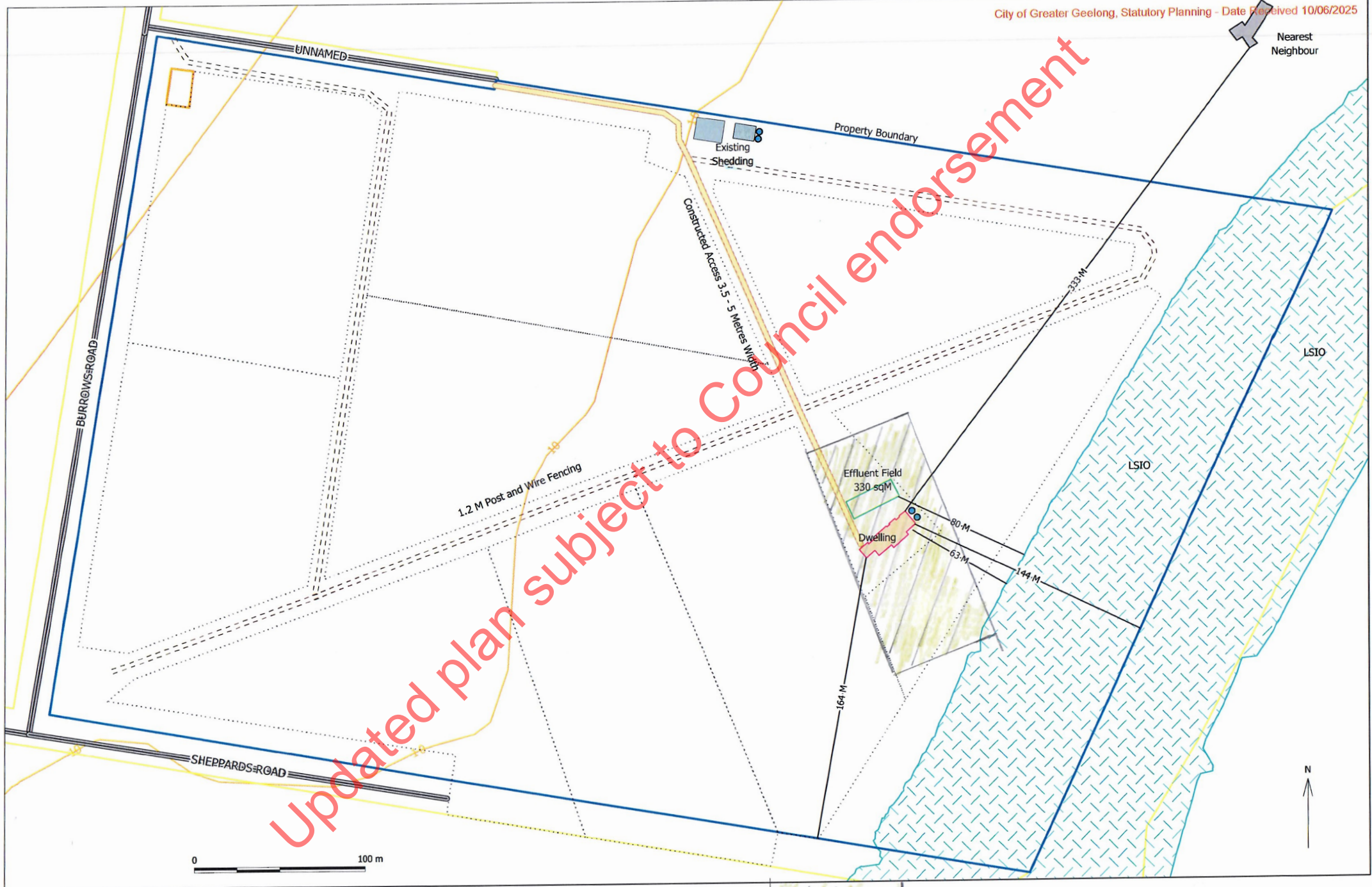
(SOIL) EK072: Phosphate Sorption Capacity



St. Quentin

www.stqc.com.au

To be updated pursuant to Condition 1 of the Planning Permit



81 - 117 Burrows Road Swan Bay Site and Separations Map

LANDSCAPE
PLAN

Updated plan subject to Council endorsement

Dwelling

Effluent Field

330 sqm

RANDOM PLANTING

NEIGHBOUR ~ 300m

63.M

80.M

144.M

333m

164m

TO BOUNDARY

LANDSCAPE PLAN

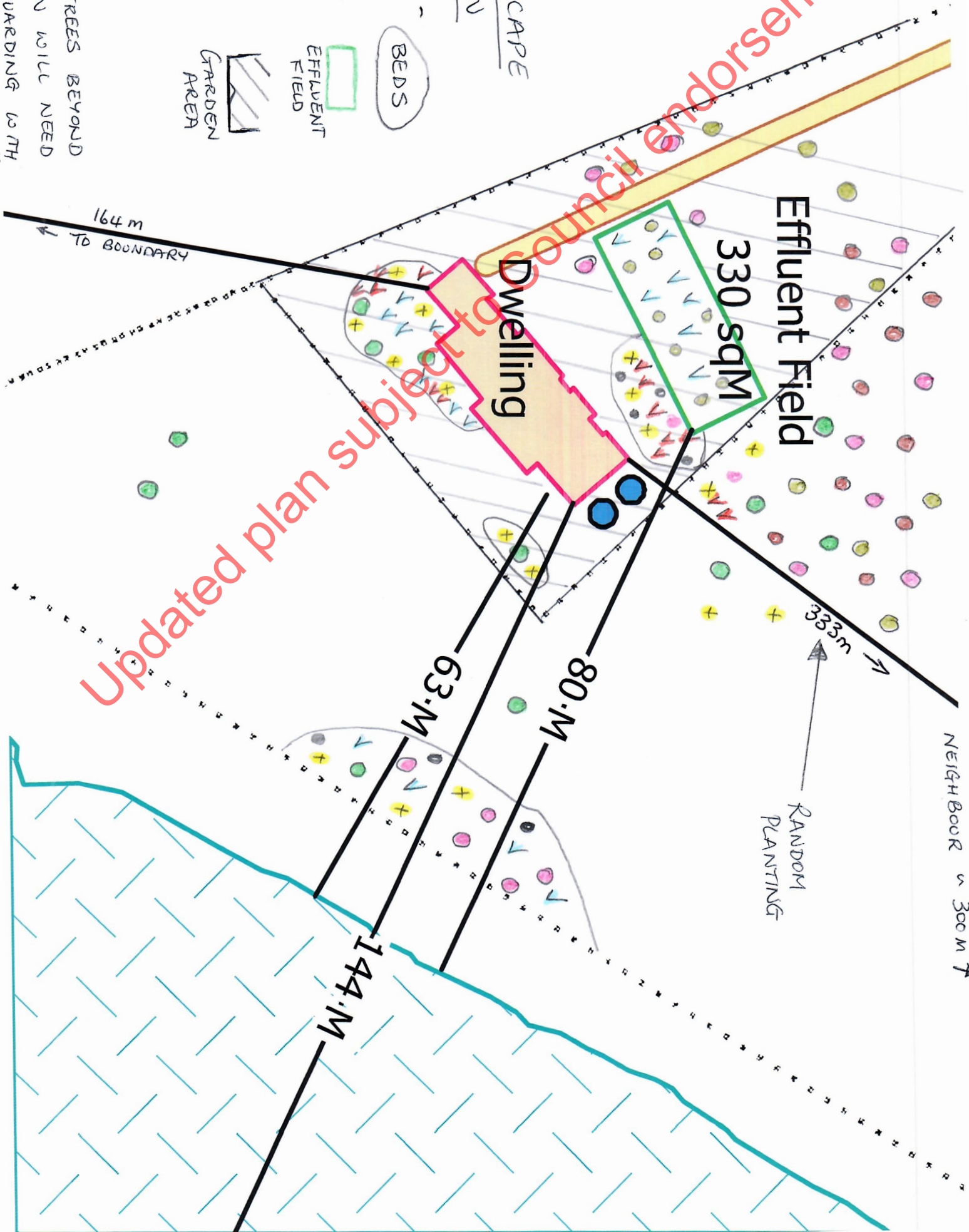
LEGEND -

BEDS

EFFLUENT FIELD

GARDEN AREA

NOTE - TREES BEYOND GARDEN WILL NEED GUARDING WITH CORFLUTE



Indigenous Plants for 81-117 Burrows Road Swan Bay		Plant colour on Map
Trees approx 10- 20m		
Manna Gum	Eucalyptus viminalis	
Red Gum	E. camaldulensis	
Yellow Gum	E. leucoxylon spp. bellarinensis	
Drooping Sheoak	Allocasuarina verticillata	
Shrubs 2-4 m		
Goodenia	Goodenia ovata	
Silver Banksia	Banksia marginata	
Low Vegetation		
Kangaroo Grass	Themeda triandra	
Black Anther Flax Lily	Dionella revoluta	
Notes		
All these species are indigenous to the Eastern Bellarine Plains where the block is situated.		
All species readily available from the Bellarine Landcare Nursery in Drysdale		
Allowing a planting density for trees of approx 8- 10 m		
Red Gums in Garden will be big so plant at least 15 m apart		
Grasses to be planted in clumps to reflect natural spread. Each symbol on map = 10 plants		

Farm Management Plan

Angus Cattle
Breeding and
Friesian / Wagyu
Calves Grow-out

81-117 Burrows Rd
Swan Bay

Report Prepared by
Dean Suckling
Enprove Pty Ltd

Report Date:
26th November 2024



To be updated pursuant to Condition 1 of the Planning Permit

Contents

PLAN OBJECTIVE:	3
Site Details:	3
PROPOSAL OVERVIEW:	4
Requirement for a dwelling:	5
PROPERTY MAPS:	7
Map 1: Locality Map	7
Map 2: Proposed Farm Map	8
Map 3: Proposed Site Layout	9
FARMING FACTORS:	10
Site Topography:	10
Climate:	10
Water Supply:	10
Weed and Pest Management:	10
Soils:	11
Regenerative / Carbon Farming:	12
Pastoral Improvement:	12
Paddock Layout:	12
Rotational Grazing System:	12
Livestock:	13
INFRASTRUCTURE AND BUSINESS MANAGEMENT:	14
Required Infrastructure:	14
Staffing:	14
Opportunity Cost / Diversification:	14
FINANCIAL PROJECTIONS:	15
ENVIRONMENTAL FACTORS:	16
Natural Resource Management:	16
Erosion and Compaction:	16
Groundwater:	16
Inundation:	16
Drainage:	16
Fire Management:	16
Adverse impacts on adjacent land:	17
Adverse impacts from adjacent land:	17
DEVELOPMENT TIMELINE:	17
ANIMAL WELFARE AND BIOSECURITY:	18
SITE IMAGES:	19

Plan Objective:

This Farm Management Plan is drawn to provide an assessment of current agricultural issues and identify future improvements that will benefit the agricultural production values of the property and identify the benefits of the proposed dwelling at 81 -117 Burrows Road, Swan Bay.

This plan is for the provision of Grazing Animal Production at the property, specifically the introduction of an Angus cattle breeding herd and grow out of Friesian/Wagyu weaner calves; the documented agricultural improvements proposed will be completed contingent on the issuing of a planning permit for the construction of a dwelling.

The farm plan has been drawn after consultation with the owners about how they want to run their farm business and what they plan to achieve. The farm layout and agricultural activities are as described by the proponents, and Enprove has assessed the site to provide agronomic and environmental management advice, which is included in the report. Land and conditions can change seasonally, and management variation can and should be expected. This report relies on external data and information that is assumed to be accurate.

Site Details:

Address:	81-117 Burrows Road, Swan Bay, 3225
Property Description(s):	Lot 1 TP179463
Property Size:	25.5 Hectares
Local Authority:	Greater Geelong
Zones / Overlays:	Farming Zone Schedule to the Farming Zone Land Subject to Inundation (Part) Land Subject to Inundation Schedule 2 (Part) Significant Landscape Overlay (Part) Significant Landscape Overlay Schedule 12 (Part) Environmental Significance Overlay (Part) Environmental Significance Overlay Schedule 1 (Part)
Current Use:	Cropping

Proposal Overview:

This farm zone proposal calls for introducing the high-value beef cattle breed, Black Angus, and a breeding program to establish a high-quality breeding herd. The site will also hold 30-40 recently weaned Friesian X Wagyu bobby calves imported from Compass Dairies in Tasmania.

Beef cattle have seen a significant value increase in the last few years and have made smaller grazing lots more viable and attractive than in the past. The higher price has allowed the option of supplementary feed in the cattle diet, which can significantly increase cattle weights. Initially, a small number of cows will be held and all female offspring will be retained for building a breeding herd. Bull calves (steers) will be reared for market initially and sold as stud bulls once credentialed.

The breeding program cannot commence without a dwelling on the property, allowing them to monitor the stock to ensure the best animal health and welfare and ensure adequate feed and water are always available. This is particularly true during the calving season, when the animals are at the greatest risk, and stock death is most common.

The agricultural and land management highlights for this development include:

- Keep and breed 20 high-value Angus cows for breeding and calf production.
- Growout of 30-40 weaned Wagyu cross calves as feeders or for store sale.
- The construction of 9 paddocks to allow rotational grazing for improved pasture use efficiency and improved land management.
- A significant investment in building farming infrastructure, including stockyards, access, water and services connection and a farmhouse.
- The retention of a 2.6-hectare riparian and boundary vegetation and the planting of additional endemic trees and plants for ecology and biodiversity gains.
- The adoption of regenerative and ecologically aware methods for improving a farming property.
- Improvement of soils to a productive farming standard.

The property has previously been used for annual cropping and set stocking of sheep; this proposal effectively brings it into high-efficiency grazing productive agriculture. The proposal land is 25.5 hectares and will retain an effective grazing area of 18 hectares. The Meat and Livestock Association Stocking Rate Calculator suggests a productive capacity of 20 lactating cows with 20 calves as the property capacity under grazing. Fully utilised, and with the proposed improvements, the farm will easily exceed that capacity. The proponents have an additional grazing property which will allow animals not requiring monitoring to be held elsewhere.

After the initial development period, the agricultural return from the yearling cattle produced on the property is expected to be \$110,000 yearly in cattle sales. More importantly, the breeding herd value will increase to over \$80,000.

Having a dwelling on the property means that the property can be confidently improved, knowing that those improvements can be effectively utilised to increase productive value. A resident also means that animals can be monitored for health and welfare and rotated through the paddocks to ensure maximum feed utilisation. Increased rotation allows paddocks greater recovery time between grazing. The improved beef prices also allow increased use of imported feeds to increase production further.

This enterprise is a great example of high-value grazing animal production on a smaller farming lot within the farming zone.

Requirement for a dwelling:

The justifications for a dwelling on a small lot farm are the same as justifications for any farm. The management times and tasks can be similar:

- Biosecurity: New nationally mandated requirements mean all visitors, vehicles and new stock to the property should be screened and, if necessary, disinfected. This needs to be monitored constantly. This is
- Stock Safety and Management: Cattle require monitoring, care, and protection from predators. They need to be fed, and the water supply checked daily.
- Monitor Animal welfare: (typical daily routine) listen and watch the stock for illness and lameness, identify downed stock and identify the issue, check for broken legs or injuries (calves are boisterous, and this happens often), birthing complications (any time of the day or night), milk fever or grass tetany (needs quick treatment or death will result), staggers, scours (scours in calves spreads in hours if the animal is not isolated and treated or culled), animals trapped in fences, gates, feeders bullying.
- Monitor for and treat common rapid and potentially fatal illnesses: infections from bacteria, viruses or fungi, parasite infestations, nutritional deficiencies, excesses or imbalances, metabolic disorders, calf scours (neonatal calf diarrhoea), pinkeye, calf scours (neonatal calf diarrhoea), gastrointestinal parasites, liver fluke, grass tetany (hypomagnesaemia), milk fever (hypocalcaemia), bloat and ketosis (pregnancy toxemia). Stock death can be very quick if not identified and treated.
- As with any stock rearing, the requirement for someone to be nearby to monitor audible and visual signs of animal distress for animal health and welfare is very important.
- Road safety: stock escape; young stock is particularly good at this. Monitoring stock and identifying and relocating potential rogues will prevent this and may save a passing motorist's life.
- Daily Farm management routine: check water, check fences, feed stock, check pasture availability, fix things (say 10 hours a week for a resident without the corrective works).
- Agricultural Improvement: Remotely operated farms are always understocked and undermanaged as the above tasks cannot be completed in a timely manner. This activity level is nearly impossible to manage remotely; in winter, when it's dark more than 12 hours a day, this monitoring will not occur for over half the time.
- Pastoral use maximisation: Paddocks can be constantly monitored for growth rates, fertiliser requirements, pest attacks, growth rates, and animals relocated as required.
- Monitor and react to weather: Heat, frost, hail, and wind can cause havoc, and responding quickly can manage issues or minimise losses.
- Security and prevention of theft of produce and equipment.
- Occupational Health and Safety: This property will have visitors who may not be familiar with farming and associated risks, and extended care and supervision will be required.
- Wildfire risk prevention and response: In the advent of wildfire, a resident in a dwelling will be more responsive, animals can be monitored and relocated if required, fire mitigation procedures implemented, and maybe even fires fought.

A dwelling on a farm is a lot more than a place where people reside. It is the administrative centre, office, meeting room, first aid shed, pharmacy, security and biosecurity checkpoint, tea room and monitoring post for a 24-hour-a-day, 365-day-a-year business.

The placement of a dwelling can have an enormous impact on the viability and success of a property. A dwelling should be placed to allow the optimum visual and aural monitoring of a cattle herd. Large stock

properties have a mortality rate of 10-18%. That is because most animal activity is outside of the visual or aural monitoring range; animal death is considered a business cost. On smaller farms, single animal death is a far higher percentage impost on the finances, and viability relies on having a low mortality rate. An animal death is more likely to be felt emotionally as well; farmers spend a lot of time with their stock.

On fully monitored farms, mortality decreases to below 2% loss. Distressed animals can be readily heard bellowing and assistance rendered. On this farm, birthing stock and young calves will be held near the dwelling and adjoins the entry track; constant monitoring will automatically occur day and night, both audibly and every time a vehicle passes on the driveway.

Farmers undertake a duty of care when they take responsibility for farm animals; more recently, that duty of care has been formalised by the Australian Government, and the Victorian government is currently reviewing their policy and can be expected to adopt those standards in the next two years.

In summary:

The federal government's Animal Health Australia notes the 'risk to welfare of cattle' is the potential for a factor to affect the welfare of cattle in a way that causes pain, injury or distress to cattle. The outcome could include sunburn, hypothermia, heat stress, dehydration, exhaustion, abortion, injury, metabolic disease or death. Risks can be managed by undertaking reasonable actions to prevent or reduce them. 'Cattle' includes a single bovine animal.

Good husbandry principles that also meet the basic physiological and behavioural needs of cattle include:

- a level of nutrition adequate to sustain good health and welfare
- access to sufficient water of suitable quality to meet physiological needs
- social contact with other cattle
- sufficient space to stand, lie and stretch their limbs and perform normal patterns of behaviour
- handling facilities, equipment and procedures that minimise stress to the cattle.
- procedures to minimise the risk of pain, injury or disease.
- provision of appropriate treatment, including humane killing if necessary
- minimising the risk of predation
- provision of reasonable precautions against extremes of weather and the effects of natural disasters
- selection and breeding of cattle appropriate for the environment and the level of planned herd management to be provided.
- assessment of the need to undertake any husbandry procedures that may result in significant short-term pain against alternative strategies for the long-term welfare of the cattle.
- undertaking any husbandry procedures required for planned herd management in a manner that reduces the impact of these procedures and minimises risks to cattle welfare.

Clearly, farmers close to their stock, visually and audibly monitoring their stock, will be best placed to comply with the new legislation. Landholders engaged in rearing cattle will be considered legally responsible for the welfare of their cattle and must take their obligations extremely seriously. The placement of a dwelling should not only allow optimum visual and audible monitoring of their farms but also allow an understanding of any stressors cattle may be feeling and any threats occurring to the animals.

Property Maps:

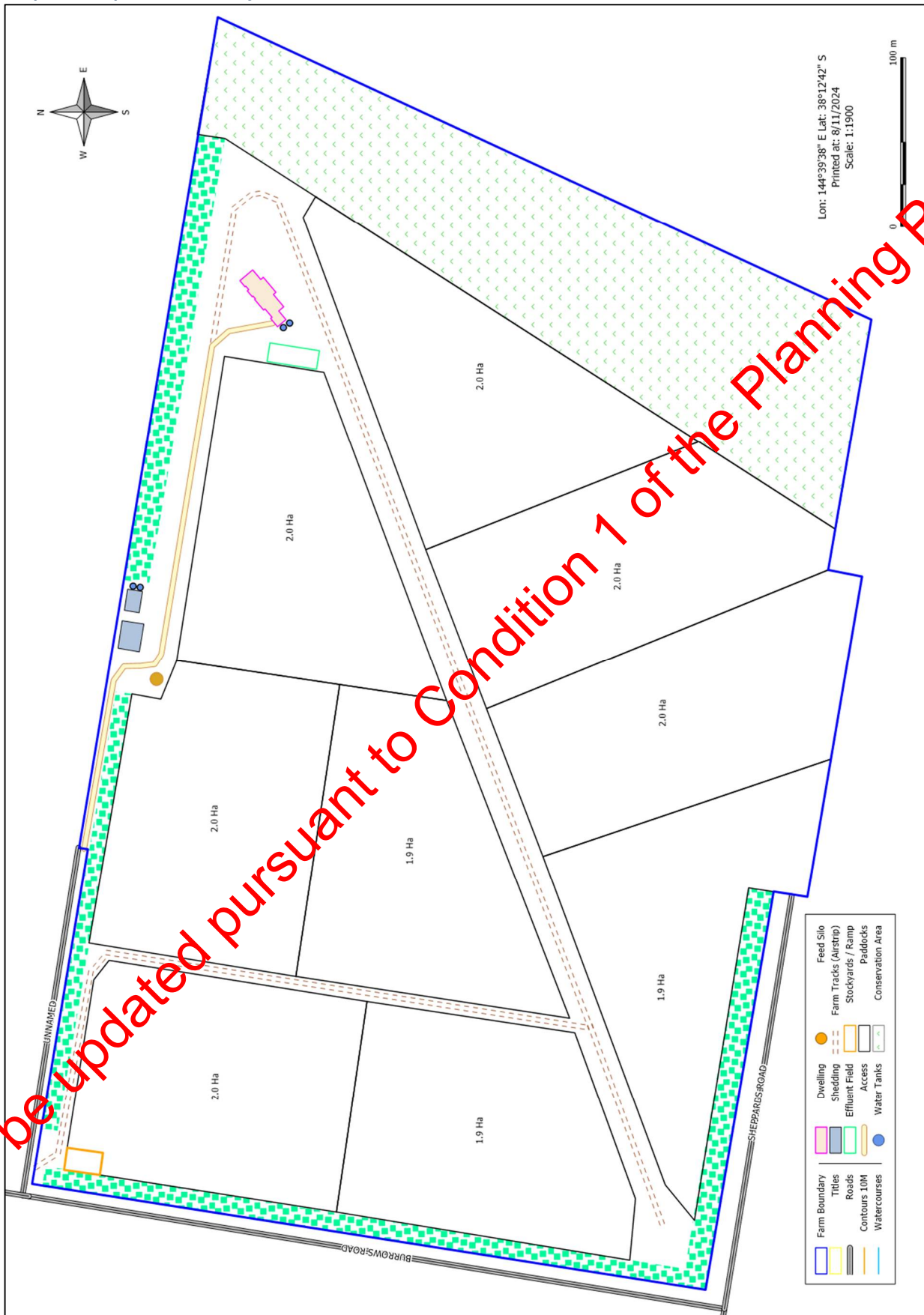
Map 1: Locality Map



Map 2: Proposed Farm Map



Map 3: Proposed Site Layout



Farming Factors:

Site Topography:

The farm is effectively divided into two landscape sections; the western section is used for farming and is considered a general gradient, and the eastern end has a steep steppe to the bay, which is inundated, saline flats and not used for farming. There is a total elevation change of about 10 metres across the entire property. There are no major topographic features on the site itself, including waterways and rocky outcrops, but the site adjoins the bay and Marine National Park, which is significant.

Climate:

Swan Bay climate statistics:

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann
Mean Max (°C)	23.3	23.2	21.6	18.6	16.0	13.8	12.9	13.9	15.9	17.5	19.4	21.7	18.2
Mean Min (°C)	16.4	15.9	14.8	12.4	10.5	8.9	7.7	8.0	9.3	10.6	12.7	14.4	11.8
Mean Rain (mm)	47.2	36.8	40.2	55.6	61.3	60.2	56.6	60.5	60.8	64.4	60.3	50.2	668.9
Mean Rain Days	3.0	2.4	3.1	4.6	5.9	6.3	6.6	6.9	6.7	6.5	5.3	3.5	60.8

Data: Climate BOM 87166 Point Wilson, Rainfall BOM 87114 Drysdale

The climate is the typical temperate type, with warm, dry summers and cool, wet winters. The climate is most suitable for the chosen agricultural activity, and pasture coverage should be sound for most of the year in a normal year.

Water Supply:

The property is well set for water with a mains water connection available and existing water tanks of 50,000 litres capacity already installed.

Beef cattle rearing is not a major water user and a new stock water network will be installed, and new water troughs and distribution networks will be constructed to supply water to each new paddock and the calf shed.

A new stock water network will be installed, and new water troughs and distribution networks will be constructed to supply water to each new paddock.

Weed and Pest Management:

The property is well-managed and has no major environmental weeds or pest issues. There have been significant gorse issues in the ESO area, which have been subject to woody weed control, and that program will be ongoing.

The property will be subject to normal pastoral weeds, which will be controlled with standard agricultural methods like sprays and physical removal.

Foxes can expect to be present in the area and could be an issue for younger calves, particularly biting the nose off. This should be monitored and appropriate control measures taken. Depending on the held attitude, kangaroos can be a major pastoral pest and appropriate control licences are acquired if needed.

Soils:

The property land class is typical of the region, with productive, deep sandy soils that can rapidly dry after rainfall.

Paddock observations (soil test next page):

- Soil is rated as sandy loam.
- Very Low phosphorus levels (Olsen P 7 mg/Kg)
- Low pH (4.6 CaCl₂) indicating soil acidity.
- Very low potassium levels (Colwell K potassium test 36 mg/Kg)
- Low sulphur levels (5 mg/Kg). Sulphur levels can drop when soils are very wet and cold and elevate when soils dry.
- Low Soil Organic Carbon (1.1 %).
- Very low copper levels (important for calf weaning and growth)
- Low boron (impacts plant cell division and plant growth)
- Low zinc (important for animal health and grass quality)
- The site has a low Cation Exchange Capacity (2.3 cmol(+)/kg). The exchangeable calcium is lower than ideal, and that is effectively elevating the exchangeable magnesium and exchangeable sodium proportion.
- Elevated aluminium (aluminium is toxic to plants and reduces root growth and penetration)
- Low electrical conductivity indicates no salinity issues, but exchangeable sodium is elevated, indicating potential sodicity issues.

Recommendations:

A local agronomist has been engaged to manage soil improvement and fertility and advise on pasture selection and renovation timing.

The soil on the farm is generally good, although the fertility is low, and there are some cation imbalances creating acidity and potentially longer-term structural issues. The soil carbon is also low but that can be expected to increase as pasture is established and animals manure.

The soil has a low cation exchange capacity, which means nutrient retention will be low, but nutrient availability will be very good (no soil lockup); small doses of fertiliser often are the best strategy to ensure plant availability and minimise environmental loss risk. Exchangeable soil calcium is low and will need correcting. Improving soil calcium will reduce soil acidity and decrease soil aluminium levels. It will also encourage soil biology, improve soil structure and improve water infiltration and retention. Calcium bearing agricultural lime has already been spread.

Phosphorus and potassium are lower than ideal; phosphorus will need to be corrected before pasture planting to ensure optimum root and plant development. Good Potassium will be important to successfully establishing ryegrass.

Trace element management is very important for cattle welfare and breeding and calf growth rates. Copper, zinc and manganese could be corrected, although these elements can be managed with supplementary feed. Copper and zinc are beneficial to pasture quality as well. Good manganese access is important for breeding cows, manganese being part of the egg/estrous cycle in pregnancy.

Boron levels are also low and this will impact pasture production and tillering behaviour (a kilogram of elemental boron per hectare would be beneficial. Although not tested, molybdenum is likely to be deficient, which will be beneficial for improving the soil nitrogen cycle (50 grams of elemental molybdenum per hectare) and is important for optimum nitrogen production from clover.

Regenerative / Carbon Farming:

A naturalistic approach will be adopted to managing the property generally; manufactured chemicals will be avoided where possible and natural fertiliser products will be used where available. This will also focus on improving soil carbon with rotational grazing and increased pastoral growth. It will also stimulate soil biology, improve soil water holding capacity, increase topsoil depth and improve plant rooting and nutrient cycling.

The property has low soil organic carbon, which is typical of cropped paddocks on sandy ground; cropping is a net carbon removal. Grazing farms increase soil carbon with permanent plantings and animal manures.

There are growing environmental and sustainable supply concerns about the effects of chemical pesticides and fertilisers and the proponents prefer bio-based alternatives for soil health, which improves the microorganism, bacteria and fungi establishment in the soil. Clover is used for nitrogen fixing, although nitrogen fertilisers are still required. All by-products of the farming will be used back into the soil as a compost material, which will retain nutrients and improve soil carbon.

Pastoral Improvement:

The site has been recently used for cropping and has no established pasture, and new pasture will be established before any stock is introduced. Pasture needs several months of establishment to allow root establishment to resist damage and pulling from grazing stock.

A mixture of grass species is often the best way forward for small lot beef grazing. A selection of species that have activity at different times of the year can allow for the constant grazing required. The local rural store has recommended a blend including Wintas II LE & Avalon AR1 perennial ryegrass, Riverina & Coolamon sub clover and Paradana balansa clover. The inclusion of a summer tall fescue can provide a green pick when the season gets drier.

Hay production will also be available from the above pasture during the rapidly growing springtime. Paddocks can be locked away, and nitrogen or a fodder boost applied.

Paddock Layout:

The paddock layout uses the existing airstrip as a cattle laneway and farm track. There will be nine main grazing paddocks of around 2.0 hectares each, each accessing a laneway to facilitate cattle movement. The paddocks near the dwelling will allow close visual and aural monitoring of breeding and late-pregnancy cows and young recently weaned calves from Compass dairies in Tasmania.

An additional 80 acres are available at another farm nearby, and cattle that do not need monitoring will be relocated there (non-maternity cows and older calves and yearlings).

Rotational Grazing System:

Rotational grazing will be adopted to improve pasture use efficiency and allow greater recovery time between grazings. Rotational grazing involves moving livestock through a series of paddocks, so when they have finished grazing the last paddock in the series, the first paddock has recovered to allow the rotation to recommence. Rotations are generally organised around the plant growth cycles and aim to optimise pasture utilisation. Plant growth determines paddock moves in rotational grazing - the faster the growth, the more moves and vice versa. Younger, smaller stock is moved less often than older, heavier stock.

Grass reaches the best growth rate about 35 days after grazing, and higher yields are achieved by allowing paddocks to be ungrazed for more than 35 days. More paddocks mean a more extended, ungrazed period is possible in each paddock. Typically, rotational grazing can produce 20-50% more grass from the same grazing area.

Livestock:

The chosen breeding herd is Black Angus beef cattle, which have very strong marketability. Black cattle maintain the highest sale price for both meat processing and breeding stock. The target is 20 breeders providing 15-20 Angus offspring for sale each year. The overall objective is to become a registered cattle stud and sell high-quality breeders and bulls; registered stud animals attract a significant premium over standard cattle.

30-40 recently weaned Friesian X Wagyu bobby calves will be imported from Compass Dairies in Tasmania. The proponents will grow them for store sale or feedlot supply. Bobby calves are a major animal welfare consideration for the dairy industry, and Compass has started crossing the dairy cows with Wagyu to create a high-value beef animal. The calves will be acclimatised here for 3-4 months before being transferred to Knights Road at the end of spring to reduce grazing pressure on the feed base here.

To be updated pursuant to Condition 1 of the Planning Permit

Infrastructure and Business Management:

Required Infrastructure:

There is limited infrastructure on the property for the proposed enterprise; the external fencing is in good condition, there is a hangar and farm shed, mains water is connected and formed access and an airstrip is already constructed.

The site will need new internal fencing and water supply constructed for the paddocks, new stockyards, and a feed silo, and the dwelling will be required to be constructed.

Internal fencing will be standard 1.2 metre agricultural type with pine post and 3 plain wires and 2 electrified wires. About 25 kilometers of fencing wire will be required.

An all-weather track will be constructed at the house site using extracted material to allow access in all weather conditions. Formed tracks will be constructed for all paddocks to allow suitable access.

Staffing:

The proponent and family will manage the farm; they are experienced farmers having ownership and investment in many different farms, including grazing animals and cropping. This property will be managed as part of that portfolio, allowing amortisation and sharing of equipment and costs.

These types of enterprises contribute to the local economy by utilising local contractors for construction work, farm maintenance, transport industries, and agricultural support industries.

Opportunity Cost / Diversification:

The property has always been used for cropping, which is a low-return land use; the proposal moves the farm to a high-value grazing activity with improved pasture and rotational management. This requires a significant investment in production and infrastructure, and it isn't easy to see a better use for this lot. The infrastructure improvements could encourage higher returning agriculture in the future, such as horticulture. A property like this is unlikely to be integrated into another farming property due to land size and high property value.

Agriculture is dynamic; markets change and evolve; climate change impacts agricultural suitability, and farm circumstances alter. As with any business, the farming method and type should be constantly evaluated and, if required, adjusted to meet new circumstances.

Financial Projections:

The proposal calls for an investment in farm infrastructure and pastoral improvement of \$100,000, the purchase of breeding cows in year one and the investment in a dwelling of over \$700,000.

After the initial development period, the enterprise return is expected to be over \$60,000 a year in cattle sales. The true value of the enterprise is the increase in the herd asset, and it is expected that the breeding herd value will be valued at \$80,000.

The indicative budget assumes that cattle are sold for meat only. Closing the herd like this creates a valuable breeding herd, and the offspring are often in demand as breeders and become significantly more valuable than meat animals (creating a stud).

Indicative Farm Profit/Loss (excluding dwelling, shedding and machinery costs and not adjusted for CPI):

Income/Cost Item	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6+
Yearling Sales S (350 kgs @\$3.00 kg)	0	15,000	30,000	45,000	60,000	60,000
Waghu Calf Sales (250kgs @ \$5 kg)			25,000	50,000	50,000	50,000
Total Revenue	0	15,000	55,000	95,000	110,000	110,000
Breeding Cattle Purchases	-22,800					
Growout Cattle Purchases		-4,000	-4,000	-4,000	-4,000	-4,000
Cattle Maintenance (Vet, medications, feed etc.)	-2,000	-2,000	-5,000	-10,000	-10,000	-10,000
Pasture / Cropping Costs	-10,000	-10,000	-2,000	-2,000	-2,000	-2,000
Variable Costs (~15%)	0	-2,250	-8,250	-14,250	-16,500	-16,500
Infrastructure Investment / Maintenance	-60,000	-20,000	-2,000	-2,000	-2,000	-2,000
Net Return	-94,800	-23,250	33,750	62,750	75,500	75,500

Year 1 identifies breeding herd purchases and identifies proposed pastoral changes made.

Assumes keeping all female offspring years 1-5 and being able to sell all calves from year 5 onwards

Herd Asset Value (assumes keeping all female calves as breeders until year 5):

	Year 1	Year 2	Year 3	Year 4	Year 5+
Cattle Value (Breeding Herd) \$	22,800	40,000	65,000	80,000	80,000

Assumes keeping all female offspring years 1-5 and being able to sell all calves from year five onwards.

These values are conservative in approach and could be termed natural growth; an aggressive expansion program could be adopted, requiring higher stock investment.

Environmental Factors:

Natural Resource Management:

The eastern end of the property adjoins the Environmental Significance Overlay, which covers the Ramsar tidal flat and marshland, and the site itself has an area of lowland, which is considered highly for biodiversity. This area has been fenced out and has woody weed management funded by the Catchment Management Authority. This area is fenced out from farming and is being maintained for conservation and has regular weed control. The farming area itself has been fully cleared and retains no ecological value, although there is a significant establishment of native shelterbelts along most boundaries, which will be retained for weather protection and ecological and biodiversity value.

There is no vegetation required to be altered or removed as part of the proposed development.

Erosion and Compaction:

The property is not seen as erosion prone with no high energy water flows, no run-on waters, gentle gradient, and the sites' ability to maintain vegetation cover all year round.

Sandy soils are generally resistant to compaction although compaction of soils in the paddocks could occur in areas where the animals camp or traffic areas such as gateways, troughs, fence lines and shelters. Heavy vehicle traffic should be confined to constructed tracks during wetter seasons.

Groundwater:

Groundwater is at a minimum depth of 10 metres and is at low risk of exposure from any form of nutrients infiltrating from the surface. Maintaining plant coverage will assist in keeping soil nutrient levels lower to minimise further risk.

The groundwater here is considered too saline to be useful for farming.

Inundation:

The eastern end of the site is subject to Land Subject to Inundation Overlay for coastal inundation and sea level change, and the entirety of this area is fenced out. There is no development planned in the overlay, and it is unsuitable for inclusion in farming. The main farm body itself sits 5-10 meters above sea level.

Drainage:

The property has no formal drainage network; instead, it relies on sandy soil infiltration and overland flows to the waterways for rainfall management. There are no connected waterways to other properties.

Fire Management:

The land use does not contribute to any fire risk to the area. The land is in a designated bushfire-prone area, although not of any greater risk than normal farmland. Fire management plans should be drawn for the property.

Adequate firefighting water is available in the 100,000-litre water tank connected to the existing shedding and aerial firefighting equipment could use the site for landing or draw water from the bay.

Adverse impacts on adjacent land:

There is not expected to be any change to the amenity on the adjacent properties from the increase in agricultural production. It may be from time to time that some animal odour or noise may be generated, but it is the same as any agricultural enterprise. The use of sprayed chemicals in this operation would be rare.

Adverse impacts from adjacent land:

The properties within a 500-metre radius of the proposed dwelling are utilised to produce fodder, grazing animals, vine production or lifestyle properties. These are activities that generate minimal dust, odour, noise and chemical spray activity, and there are not expected to be issues.

Development Timeline:

Year	Actions
2024/25	Permits House construction begins New paddock fencing and water network Fertilising and soil conditioning (partially completed) Pasture sowing program Ongoing weed program in the conservation area. First breeding stock on site.
2025/26	House construction completed Ongoing weed and pest monitoring. Spread agricultural lime and fertiliser as required. Ongoing fencing monitoring/repairs First calving season (autumn) First Friesian x Wagyu cross calves (springtime)
2026/27	Weed control monitoring and maintenance. Ongoing pest animal monitoring. Spread agricultural lime and fertiliser. Ongoing fencing monitoring/repairs
2027/28	Weed control monitoring and maintenance. Ongoing pest animal monitoring. Spread agricultural lime and fertiliser. Ongoing fencing monitoring/repairs
2028+	Weed control monitoring and maintenance. Ongoing pest animal monitoring. Spread agricultural lime and fertiliser. Ongoing fencing monitoring/repairs

Animal Welfare and Biosecurity:

Animal welfare, in this instance, will be very good. The practice of cattle breeding and calf rearing is almost entirely about animal welfare in that it closely monitors animals and provides constant and ongoing care. A list of best practice animal welfare guidelines is available from <http://animalwelfarestandards.net.au/>. This is a comprehensive, common-sense approach to caring for farm animals driven largely by the buyer's expectations and contagious disease control and prevention.

Biosecurity is about preventing and containing any disease and negative issues that could generally impact both the farm and agriculture.

Recommended by Meat and Livestock Authority (not compulsory) Procedures for Biosecurity

- The farm should have a documented Farm Biosecurity Plan
- All livestock movements onto the farm have known health status (e.g. Livestock Health Statement/Declaration or equivalent)
- All introduced livestock are inspected for signs of ill health or disease on arrival at the property and kept in isolation for a period
- Livestock are regularly inspected for ill health and disease, and appropriate action is undertaken.
- The risk of livestock straying onto or from the property is minimised.
- If an unusual disease, illness, or mortality is observed, there are systems to notify a veterinary practitioner or animal health officer.
- Where reasonable and practical, the movement of people, vehicles and equipment entering the property is controlled and, where possible, movements recorded.
- Any other procedures or practices that contribute to minimising the risk or spread of disease.

The property has the required Property Identification Code (PIC).

To be updated pursuant to Condition 1 of the Planning Permit

Site Images:

Image 1: Looking east over the site from Burrows Road (dwelling site shown)



Image 2: Existing access



Image 3: Looking west over the farm from Swan Bay.



Image 4: Almost 4 hectares of Swan Bay frontage is fenced out and managed as conservation



Image 5: Looking northeast over the site shows the existing runway, which will become the main farm track.



Image 6: The existing runway to be used for the farm track.



Image 7: Existing sheds to be retained and used for farming.



Image 8: Kangaroo in the Canola, kangaroos can create issues for pasture and need to be monitored.



Images 9 & 10 The site has over one and a half hectares of well-established shelterbelt plantings.





THE CITY OF
GREATER GEELONG

SWAN BAY CATCHMENT GRANT PROGRAM

CONSERVATION
MANAGEMENT PLAN

PART A



Introduction

Thank you for your interest in protecting and improving biodiversity on your property as part of the Swan Bay Catchment Grant Program.

The aim of the program is to reinvigorate, link and improve a range of habitats across the Bellarine, including saltmarsh, coastal woodland, grassy woodland, waterways and wetlands. While the program is being delivered via a partnership between the City of Greater Geelong and Bellarine Landcare Network, the work would not be possible without you.

ABOUT THIS PLAN

This conservation management plan is designed to identify biodiversity assets on your property, discuss the processes that threaten biodiversity in the Swan Bay Catchment, and recommend management actions that will help conserve and enhance biodiversity on your property. Some of these actions might also be eligible for funding under this program.

The plan is divided into two parts:

- Part A: A general introduction to conservation management, threats facing the Swan Bay catchment area and potential management actions.
- Part B: A detailed look at your property identifying biodiversity assets (native plants and animals), conservation actions that will protect and improve this biodiversity and works eligible for funding under the Swan Bay Catchment Grant program.

Part A: General information

This section of the plan is designed to explain general principles of conservation management and identify threats facing the Swan Bay catchment area.

The purpose of a conservation management plan is to direct the protection and restoration of biodiversity.

Biodiversity is the native plants, animals and other organisms found in the Greater Geelong region, and the habitats where they live.

The term covers:

- genetic biodiversity – the variety of genes within a species;
- species diversity - the variety of species within a habitat or a region; and
- ecosystem diversity - the variety of ecosystems in each place.

Biodiversity is essential for the processes that support all life on Earth. Without a wide range of animals, plants, and microorganisms, we cannot have the healthy ecosystems that we rely on to provide us with the air we breathe and the food we eat.

The best way to conserve biodiversity is to protect the habitats and ecosystems that our native plants and animals require to live. You can do this by:

- protecting, enhancing and connecting remnant habitat areas;
- protecting native pastures and old paddock trees;
- restoring waterways and wetlands and improving farm dams; and
- revegetating degraded areas with indigenous plants.

We Acknowledge the Wadawurrung People as the Traditional Owners of the Land, Waterways and Skies.

We pay our respects to their Elders, past, present and emerging.

We Acknowledge all Aboriginal and Torres Strait Islander people who are part of our Greater Geelong community today.

Glossary

AROTS	Australian rare or threatened species listed under the EPBC Act 1999.
CALP Act	<i>Catchment and Land Protection Act</i> 1994 is the main legislation governing the management of invasive plants and animals in Victoria.
CAMBA	China Australian Migratory Bird Agreement (1986). One of three international bilateral migratory bird agreements that protects and conserves migratory birds and their important habitats in the East Asian—Australasian Flyway. See JAMBA and ROKAMBA for more information about migratory bird agreements.
DEECA	Department of Energy, Environment and Climate Action (Victorian).
Environmental Weeds	Plants that invade or threaten bushland and natural areas.
EPBC Act	<i>Environmental Protection and Biodiversity Conservation Act</i> 1999 (Commonwealth)
EVC	Ecological Vegetation Classes are the standard unit for classifying vegetation types in Victoria.
FFG Act	<i>Flora and Fauna Guarantee Act</i> 1988 (Victorian)
JAMBA	Japan Australian Migratory Bird Agreement (1974). See CAMBA and ROKAMBA for more information about migratory bird agreements.
P&E Act	<i>Planning and Environment Act</i> 1987 (Victorian)
Ramsar	Ramsar sites are Wetlands of International Importance, designated under the Ramsar Convention. Our local Ramsar wetland is known as Port Phillip Bay (Western Shoreline) and Bellarine Peninsula, which covers 22,650 hectares and comprises six distinct areas: Point Cook/Cheetham, Werribee/Avalon, Point Wilson/Limeburners Bay, Swan Bay, Mud Islands, and the Lake Connewarre complex.
Regionally Controlled Weed	A weed that is listed in the CALP Act that is generally widespread in a region. While eradication may not be possible, landowners must control and prevent the spread of them on their property.
Regionally Prohibited weeds	A weed that is listed in the CALP Act and is not widely distributed in a region but may spread further. Landowners must control these weeds on their property and is reasonable to expect control or eradication from the region.
ROKAMBA	Republic of Korea Australian Migratory Bird Agreement (2007). See CAMBA and JAMBA for more information about migratory bird agreements.
Restricted Weed	A weed that is listed in the CALP Act that not only poses an unacceptable risk of spreading in Victoria, but is also a serious threat to other states or territories. Trade in these weeds and their propagules (either as plants, seeds, or contaminants in other materials) is prohibited.
VROTS	Victorian rare or threatened species listed under the FFG Act 1988
WoNS	Weeds of National Significance

The Swan Bay Catchment

The Swan Bay catchment falls within the Otway Plain and Victorian Volcanic Plains Bioregions. The catchment is approximately 120 square kilometres and flows into Swan Bay, an area of international significance. (see Figure 1).



Figure 1: The Swan Bay Catchment

The catchment has been substantially cleared of approximately 95% of its indigenous vegetation. Only small pockets of habitat remain. These remaining habitats are made up of around 8 different vegetation types (known as Ecological Vegetation Classes or EVCs), which range from coastal scrubs to woodlands through to aquatic vegetation, such as wetlands.

While these remnants of pre-European vegetation are scattered and often quite degraded, it's still vitally important we protect and manage what remains as this strengthens local biodiversity and benefits our environment.

For descriptions of the EVCs found within the Otway and Victorian Volcanic Plain bioregion:

- visit the DEECA bioregions and EVC benchmarks web page <https://www.environment.vic.gov.au/>

ANIMAL HABITAT

Over 280 animal species have been recorded on the Bellarine Peninsula (Atlas of Living Australia). These species rely on the diversity of ecosystems that exist on the Peninsula today which range from large aquatic systems such as Lake Connemara and the Barwon River to remnant terrestrial systems such as the eucalyptus woodlands found around Ocean Grove and Wallington.

Isolated paddock trees are also extremely important ecosystem components for animals. Many species of native birds, mammals, bats, and insects require tree hollows of

different sizes to live and breed successfully. Newly planted trees can take 80–120 years to create hollows large enough to be used by wildlife.

The Swan Bay catchment area currently supports some scattered old trees with hollows but due to historical land clearing for agriculture and other purposes, most are gone. This makes revegetation projects even more time critical and the protection of what old trees remain vital.

Some habitats which remain on the Bellarine are essential for the survival of Australian rare or threatened species (AROTS) and Victorian rare or threatened species (VROTS), especially those that support species of migratory birds. These birds travel between wetlands on the Bellarine to the wetlands of countries in the northern hemisphere, such as Japan, China, and Siberia as part of their breeding cycles and between mainland Australia and Tasmania including the Swift Parrot and the Orange-bellied Parrot.

RARE OR THREATENED SPECIES

Plants, animals, and vegetation communities may be listed under state and federal legislation as threatened species or communities.

Note: The species identified on your property in Part B of this conservation management plan have been categorised using the codes listed in Table 1.

AROTS are those listed under the Federal EPBC Act, whereas VROTS are those listed under the Victorian FFG Act in one of the following categories:

Table 1: Categories of rare & threatened species

	EPBC Act (C'th)	FFG Act (Vic)
Extinct	EX	ex
Extinct in the wild	EW	Ew
Critically endangered	CR	Cr
Endangered	EN	en
Vulnerable	VU	vu
Conservation dependent	CD	cd

SWAN BAY – A RAMSAR WETLAND

Swan Bay forms part of the internationally recognised **Port Phillip Bay (Western Shoreline) and Bellarine Peninsula** Ramsar wetland. It is an internationally important habitat for international migratory bird species who travel from as far north as Russia and Alaska – a round trip of up to 26,000 kilometres.

Local threats to biodiversity

Following is a list of general threats to biodiversity that are impacting land and waterways in and around the Swan Bay Catchment.

Not all these threats will necessarily be present on your property. However, we have chosen to list them all here as it is important to understand the broader picture around your property, particularly when planning future uses for your land.

The conservation management plan for your property (Part B) provides specific information about the threats impacting your property, as well as proposed actions to manage them.

DEGRADATION FROM LIVESTOCK

Unfenced remnant vegetation is subject to degradation from livestock. Livestock impacts can include grazing, trampling, soil compaction, pugging, nutrient pollution and so on.

LOSS AND DAMAGE OF OLD Paddock TREES

Paddock trees are important as they are islands of habitat for wildlife and often provide tree hollows for shelter and breeding. Cropping beneath trees damages roots and can cause premature tree death. Livestock camping beneath trees also negatively impacts the health of paddock trees (root damage from soil compaction, increased nutrient loads etc.).

LOSS OR LACK OF HABITAT AND CONNECTIVITY

The clearing of land supporting native vegetation and other habitats, such as wetlands, for agricultural use or development is one of the greatest causes of biodiversity decline. This includes the loss of ground habitat, such as understorey vegetation, rocks, stumps, logs, branches, leaf litter and so on.

Many native animals require large, intact areas of native vegetation to survive in a landscape, or at least corridors of vegetation they can use to move throughout the landscape and between habitat areas.

LOSS OF UNDERSTOREY HABITAT

Wildlife, insects and fungi require areas of healthy understorey and groundcover habitat to survive and reproduce. Understorey habitat includes low-growing vegetation such as grasses, herbs and shrubs, rocks, stumps, logs, branches, leaf litter and so on.

Understorey habitat is threatened by activities such as livestock grazing, collection of firewood or biomass removal to reduce fire risk.

WEEDS

Weeds are populations of non-native plants that infest and degrade native vegetation and conservation areas.

Weeds reduce biodiversity by out-competing native species for resources including nutrients, water, space and sunlight. They can also have negative impacts on farm productivity.

For more about weeds, see 'More about weeds' on the following page.

PEST ANIMALS

Introduced species, such as rabbits, foxes and feral cats, prey on and displace native animals by competing for harbour, food and water resources.

Pest animals also spread weeds and contribute to soil erosion.

DEGRADATION OF UNFENCED WATER SOURCES

Unfenced waterways, wetlands, dams and drainage lines that are accessible to livestock have higher rates of erosion, as well as higher levels of sediment, nutrients, faeces and fertiliser in water run-off from the property.

These factors reduce the usability of the land and impact on the aquatic and marine ecosystems downstream.

LACK OF FIRE

Burning regimes aimed at fuel reduction, and/or no fire across the landscape, can have negative impacts on the diversity of grassy woodlands and other vegetation communities across the Swan Bay catchment. Working and learning from First Nations people to reintroduce cool burns back into the landscape can help restore the balance.

CLIMATE CHANGE

Climate change impacts on biodiversity and can further exasperate all other threats. Loss of threatened vegetation communities from sea level rise, more extreme heat days and increased risk of wildfire, places further risks on our already depleted habitats and native plants and animals.

More about weeds

DECLARED WEEDS

State government legislation lists weed species that are considered threats to agriculture and biodiversity under the *Catchment and Land Protection Act 1994* (CALP Act). Listed weed species must be controlled and, where possible, eradicated from your property.

The CALP Act assigns high threat weeds to one of four categories, which are classified in accordance to their potential for spread and how established they are in the state or in a catchment.

These categories include:

- State Prohibited Weeds – have a high potential for spread but are not yet established in Victoria.
- Regionally Prohibited Weeds – have a high potential for spread, are established in Victoria but not yet in the catchment.
- Regionally Controlled Weeds – have a high potential for spread and are already established in the catchment.
- Restricted Weeds – have a high potential to spread and already established throughout Victoria but can't be sold or allowed to contaminate commercial farm produce.

For more information, visit:

<https://agriculture.vic.gov.au/biosecurity/weeds/invasive-plant-classifications>

WEEDS OF NATIONAL SIGNIFICANCE (WONS)

Thirty-two WONS have been identified based on their invasiveness, potential for spread and environmental, social, and economic impacts across Australia.

For more information visit: weeds.org.au/weeds-profiles

ENVIRONMENTAL WEEDS

Any plants that have been introduced to our area from other parts of the world, or other parts of Australia, and are spreading and displacing native species can be considered environmental weeds. In areas being managed for biodiversity, this means basically every non-native plant species.

Some indigenous plants can also be considered environmental weeds. Woody indigenous species like Hedge Wattle (*Acacia paradoxa*) or Coast Tea-tree (*Leptospermum laevigatum*) can start to dominate sites of remnant vegetation, degrading the biodiversity values. It also may increase the intensity of wildfire or planned burns.

Sometimes thinning these species is a good way to improve biodiversity of the site. Removal of any native vegetation requires a permit under the *Planning and Environment Act 1987*.



Swan Bay remnant vegetation with gorse

Management actions

The following actions have been identified as useful for protecting and enhancing long-term biodiversity in and around the Swan Bay Catchment area.

FENCING REMNANT HABITAT

Fencing to exclude livestock and pest animals like rabbits is one of the best ways of protecting biodiversity. This is because excluding livestock from these areas will improve habitat quality.

When designing a fence, there are some factors that property owners should consider:

- Rabbit-proofing – this sort of fencing has multiple benefits as rabbits prevent natural regeneration and plant growth, impacting biodiversity and farm productivity.
- Management access – all protected areas should include a gate to allow you to properly care for the area.
- Size and shape of fenced area – the larger the area you fence, the better it will be for biodiversity as this allows space for native vegetation to increase in size through natural regeneration, creates new areas that can be revegetated and provides habitat for a greater diversity of native plants and animals.
- Compaction – when fencing around large trees, you should locate the fence beyond the tree canopy by at least 5 meters to protect the tree's roots from compaction.
- Ongoing management – you can't fence it and leave it, so you must plan for how you will manage and maintain the fenced areas in the future.

RESTORING CLEARED OR DEGRADED AREAS

You can help improve biodiversity in a location by encouraging the natural regeneration of native vegetation, by planting indigenous plants or direct seeding.

Biodiversity restoration can be achieved by applying a combination of the 3 methods below.

1. Natural regeneration

Natural regeneration is the establishment of native vegetation by enabling indigenous seed that is already in the ground to germinate and grow. For this to work, you need to have an indigenous seed source nearby. As such, it works best within (or adjacent to) an existing patch of native vegetation or vegetation on an adjoining roadside.

For natural regeneration to work, you need to exclude livestock and other grazing animals such as rabbits.

You also need to control non-native plants (weeds) that are likely to compete with indigenous plants for resources, such as water and light.

This method is the cheapest form of restoration and the most natural.

2. Direct seeding

Direct seeding involves collecting and applying indigenous plant seed to a site. This can be cheaper than planting and guarding seedlings, but is also riskier as site conditions – for example, soil type, weather, grazing and so on – may prevent seeds from germinating or seedlings from establishing.

To increase the chances of success with direct seeding, site preparation is critical prior to laying the seed. This might mean scalping soil (if there are no indigenous plants present) to remove weed seed bank and excess nutrients, multiple spraying of non-native plants (weeds) from as early as 2 years prior and excluding grazing animals, such as rabbits and livestock.

3. Planting indigenous plants

The third method involves planting and guarding seedlings sourced from a local indigenous nursery, which have been grown from locally sourced seeds (local provenance).

Regardless of which method you choose, it is important to adhere to the following guidelines if you are planning and restoring degraded areas on your property:

- Undertake sustained rabbit control in the areas before and after revegetation, particularly if direct seeding or natural regeneration is your preferred restoration method.
- Adequate weed control of non-native plants (weeds) in the planting area prior to planting.
- Use local indigenous seed collected from remnant native vegetation that is as close to the project area as possible.

For more information about indigenous plants, visit the City of Greater Geelong's Indigenous Plants of the Geelong Region web page:

www.geelongaustralia.com.au/indigenousplants

WATERWAY AND DAM MANAGEMENT

Fencing

For healthy waterways, wetlands, creeks and dams, its best to fence them off from livestock - refer Fencing Remnant Habitat.

Fencing will allow riparian and aquatic vegetation to re-establish or be restored, which will in turn improve water quality and provide habitat for birds, insects and wildlife.

Fencing should be a minimum of 10 meters back from the edge of the dam, waterway or wetland. Generally, the larger and wider the fenced area, the better the biodiversity outcomes.

Watering stock

If stock require access to water in a creek, dam or waterway, the best option involves fencing off the waterbody and installing troughs to water stock. A reticulated stock watering system – a network of troughs, pipes and a tank and pump – can be customised to your property, which allows stock to drink without entering dams or streams.

If this is not possible on your property, the next best option is fencing to control stock access to a single point of the water body to reduce the overall impact of their presence.

WEED MANAGEMENT

While every property owner should be monitoring their land for weeds and implementing prompt control measures, there are a few measures in particular that will help with restoring native vegetation:

- Start smart – when controlling weeds to support native vegetation, start from the best areas of native vegetation with the fewest weeds and progress towards the weedier areas.
- Prevent seeding – control weeds before they go to seed whenever possible. If it's too late, remove the seed heads, double bag them and dispose of them in your general waste bin.
- Minimise disturbance – disturbance of bushland, grassland, wetlands and waterways will increase weeds over time. Therefore, avoid clearing native vegetation (see box inset), creating too many tracks, excavating soil, and dumping rubbish and fill.
- Stop the spread – minimise the spread of weed seeds by cleaning them from vehicles, machinery and clothing.
- Consider stock feed – where possible, don't import hay from other properties. If you have no choice, always feed the hay out in the same location on your property to contain any introduced seed to these areas.

- Monitor regularly – always check your property for new weeds regularly. Detection and control of a weed species before it becomes well established is the easiest and cheapest form of weed control.
- Prioritise – weeds should be prioritised for control based on their impact on the biodiversity you are protecting. Woody weeds (shrubs) are generally a high priority for control and should be prioritised over perennial grassy weeds.

Types of weed control

Generally, you will need to integrate several methods of weed control to successfully manage weeds on your property.

Options include:

- Manual removal – cutting or hand pulling the plant.
- Hand weeding or grubbing – the best option for small patches of weeds that can be easily pulled. When hand weeding, the whole plant needs to be removed including bulbs, corms, rhizomes and tubers.
- Mowing, mulching, or slashing – must be done before seeding.
- Spot spraying, wick wiping and stem injection – these methods all use herbicide. Herbicides must be applied strictly in accordance with the directions on the label and care should be taken to avoid any off-target damage and loss of native vegetation. Conditions, such as wind speed and direction, the possibility of rain and proximity to waterways, should also be carefully considered prior to use.

Note: Native vegetation cannot be removed without a planning permit or a valid exemption from requiring a permit.

You may be able to apply the conservation exemption to remove some weedy native plants, but this must first be approved by the Department of Energy, Environment and Climate Action (DEECA).

Please contact the City of Greater Geelong Environmental Planning Team on 5272 5272 for further information about obtaining a planning permit to remove native vegetation and any potential exemptions that may apply.

BIOMASS MANAGEMENT

Biomass refers to the quantity of organic matter – alive and dead – on a given site. Too much or too little can be detrimental to the biodiversity of a site.

In many native grasslands and grassy woodlands, the build-up of biomass will smother the delicate wildflowers that grow in the spaces between grass tussocks.

Prior to European settlement, biomass build-up used to be reduced by the grazing of native animals, wildfire and the burning practices of First Nations people.

Today, biomass can be managed by a variety of environmentally sensitive techniques, as follows:

1. Cool ecological burns

Cool slow ecological burns can be used to reduce the build-up of biomass in grasslands and grassy woodlands. It is the best method for biomass reduction.

Ecological burning is also good for weed management as the non-native species become easier to find and spray once they reshoot after a burn.

There is significant risk in undertaking ecological burns if you are not trained or experienced in fire behaviour and management. Guidance from a trained expert must therefore be sought before implementing an ecological burn and permits are likely to be required. Visit the City of Greater Geelong Website: geelongaustralia.com.au to apply for a Permit to Burn.

Cool burns that are patchy in distribution are ideal as these create a mosaic of burnt and unburnt areas and allow insects and reptiles to avoid being caught in the fire.

2. Mowing or brush cutting

If burning is not an option, another good choice is slashing with a mower or other machine that can collect slashed grass so it can be removed from the grassland.

Slashing should be undertaken after the grassland species have seeded. To minimise damage to native vegetation, the height of the slash will depend on the forbs present.

If the grassland patch is small, slashing, raking and removing the cut biomass by hand is another option. This is useful in small areas of Kangaroo Grass.

Mowing or brush cutting areas of native vegetation on your property could also be preventing better biodiversity outcomes. You may be unaware that native vegetation is present if it has been mowed for long periods. Officers from Bellarine Landcare Group can help you identify these patches and alter mowing regimes to bring back the bush.

3. Grazing

Biomass management in areas that support native vegetation is best done by burning or slashing.

However, you can use livestock in conservation areas if you do so at the right time of year and for a short period of time. This grazing method is often referred to as 'crash grazing'.

If grazing is allowed for too long in an area supporting native vegetation, it will likely destroy the vegetation and lead to loss of biodiversity. However, some weed species are highly palatable to livestock and this makes grazing, in certain situations, a useful management tool.

Several factors need to be considered when designing a suitable grazing regime. The timing (season), weather, plant palatability, intensity of stock, type of stock and duration.

September through to January is the critical period for flowering and seeding of most plant species, so grazing should be avoided during these months.

Grazing should also be avoided when plant sensitivity to grazing is high – for instance, during a drought.

PEST ANIMAL CONTROL

Landowners have a legal responsibility to control declared established pest animals on their property under the CALP Act. These species include European rabbit, fox (red), feral cat, European hare, feral goat and feral pig.

Rabbit and hare control options can include:

- rabbit proof fencing
- baiting
- shooting
- removal of harbour
- destruction of warrens (burrows) and fumigation, which are considered the best long-term option.

Fox control methods might include:

- baiting
- shooting
- trapping
- destruction of dens (burrows) and fumigation.

Ideally, an integrated pest animal control program should be implemented in a co-ordinated effort with adjoining landowners using as many management actions as possible.

The larger the area controlled the longer lasting the effect.

More information can be found agriculture.vic.gov.au/biosecurity/pest-animals

MAINTAINING ROCKS, LOGS, STUMPS AND LEAF LITTER

Rocks, logs, stumps and leaf litter are very important ecologically. They help to retain moisture and provide habitat for reptiles, amphibians, small mammals, invertebrates and fungi.

Ensure that all rocks and woody debris such as leaf litter, stumps, logs, and branches, are retained on the site.

If you are worried about fire risk, remove the crown and thinner branches (≥ 10 cm in diameter) from fallen trees. Leave the larger branches and trunks.

Each vegetation community and associated animals will require different quantities of these ground habitat structures.

MONITORING PROGRESS

Last but not least, monitoring your conservation site will help you track progress toward your conservation goals and identify additional works required to improve conditions at the site.

Monitoring can be as simple as setting up a photo point, where you take a photograph from the same location and direction on a regular basis, or recording the number and type of birds you see each time you visit your conservation site, noting if there is an increase in species and numbers over time.

Your Notes

CITY OF GREATER GEELONG

WADAWURRUNG COUNTRY

PO Box 104, Geelong VIC 3220

P: 5272 5272

E: contactus@geelongcity.vic.gov.au

www.geelongaustralia.com.au

CUSTOMER SERVICE CENTRE

Wurriki Nyal

137-149 Mercer Street, Geelong

8.00am – 5.00pm

LATEST NEWS:

 [@CityofGreaterGeelong](#)

 [@GreaterGeelong](#)

 [@CityofGreaterGeelong](#)

 [CityofGreaterGeelong](#)

Swan Bay Catchment Grant Program

Property Conservation Management Plan 2025 – Part B

PROPERTY DETAILS

Landowner	Sally Watson
Property Address:	81-117 Burrows Rd, Swan Bay
Grant Application No:	SWC25/2600018
Property Area:	25.4 ha

CURRENT BIODIVERSITY ASSESMENT

The area of native vegetation (conservation zone) on the property is 4ha. This area is defined from the fence at the top of the slope and includes saltmarsh that is adjoining Swan Bay.

The high quality coastal saltmarsh vegetation is bordered by a slope which contains some good patches of native grasses and forbs, including some plants which are rarely seen locally such as Slender Speedwell (*Veronica gracilis*).

Grassy weeds encroaching from the paddock such as phalaris (*Phalaris aquatica*) and cocksfoot (*Dactylis glomerata*) are reducing the quality of the saltmarsh.

The property historically contained two endangered vegetation types, or Ecological Vegetation Classes (EVCs), of the Otway Plain Bioregion:

55 - Plains Grassy Woodland (Endangered)

302 - Coastal Saltmarsh / Mangrove Shrubland Mosaic (Endangered)

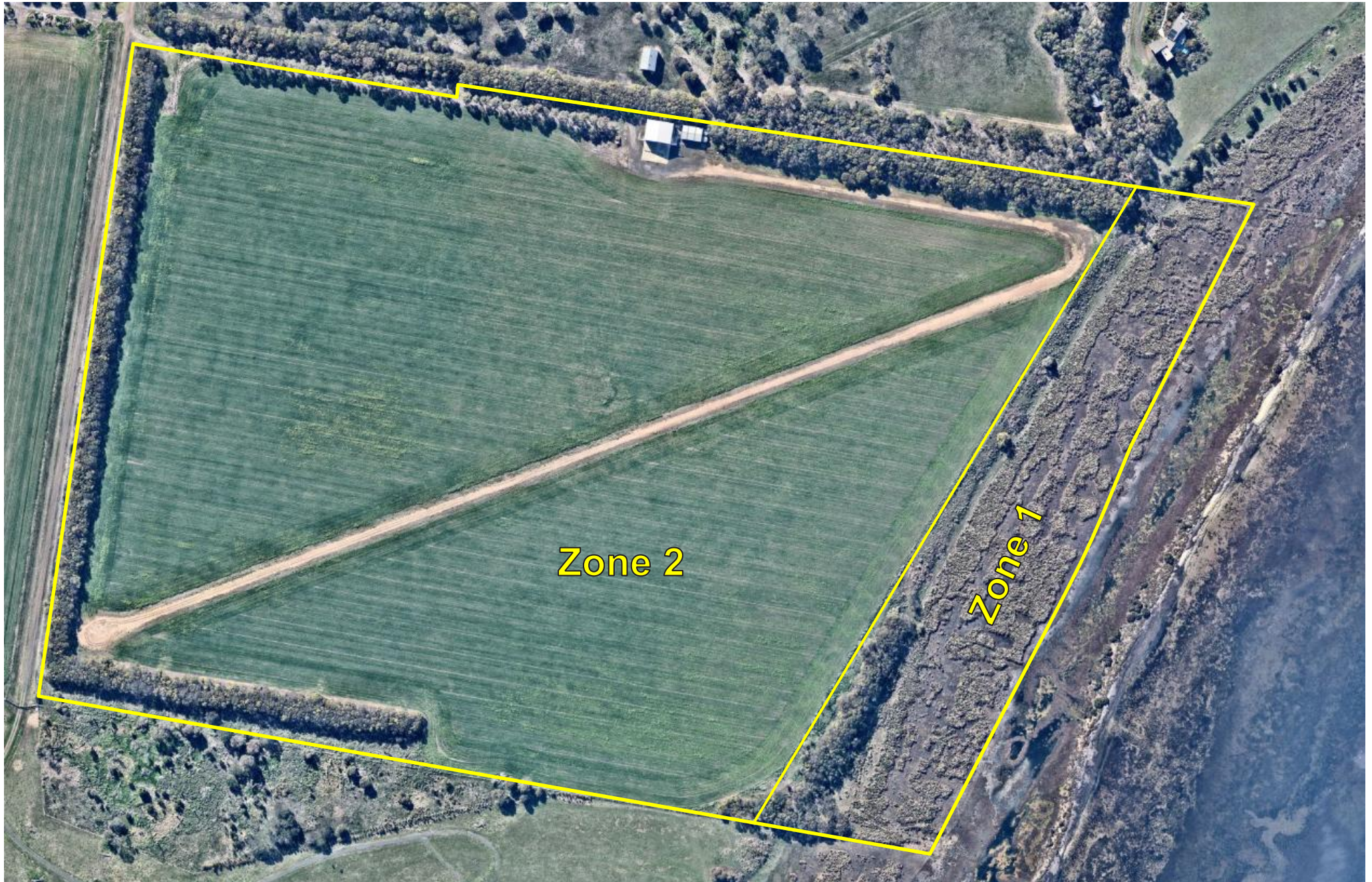
LOCAL GOVERNMENT PLANNING INFORMATION

Zoning:	Farming Zone
Overlays:	Significant Landscape Overlay (SLO12) Land Subject to Inundation Overlay (LSIO2) Cultural Heritage Sensitivity
Land Use:	Mixed Farming and grazing – Normally more than 20Ha)

ACTIONS (highlighted actions are eligible for funding in 2025)

Undertake targeted weed control works in and adjoining all protected and unprotected remnant vegetation areas.	Zone 1
Extend fenced off area into Zone 2 to prevent future stock access to Zone 1.	Zone 2
Undertake revegetation or direct seeding with appropriate species from the endangered Plains Grassy Woodland EVC to improve vegetation diversity, structure and habitat values. Discuss appropriate species and vegetation benchmarks with Bellarine Landcare Group Facilitator.	Zone 2
Monitor property for rabbit warrens (and arrange fumigation with contractors) to remove pressure on regenerating native vegetation.	All areas

PROPERTY MAP - CONSERVATION ZONES



RECORDED INDIGENOUS FLORA AND FAUNA SPECIES

As observed during the initial site visit.

COMMON NAME	SCIENTIFIC NAME
FLORA - INDIGENOUS	
TREES	
Golden Wattle	<i>Acacia pycnantha</i>
Drooping Sheoak	<i>Allocasuarina verticillate</i>
SHRUBS	
Common Boobialla	<i>Myoporum insulare</i>
Sea-berry Saltbush	<i>Rhagodia candolleana</i>
HERBS / FERNS / ORCHIDS	
Sheep's Burr	<i>Acaena spp.</i>
Varied Raspwort	<i>Haloragis heterophylla</i>
Slender Speedwell	<i>Veronica gracilis</i>
GROUND COVERS	
Bidgee Widgee	<i>Acaena novae-zelandiae</i>
Kidney-weed	<i>Dichondra repens</i>
CLIMBERS / CREEPERS	
Bower spinach	<i>Tetragonia implexicoma</i>
GRASSES / GRAMINOIDS / TUFTS	
Knobby Club-rush	<i>Ficinia nodosa</i>
Coast Sword-sedge	<i>Lepidosperma gladiatum</i>
Sword-sedge	<i>Lepidosperma spp.</i>
Spiny-headed Mat-rush	<i>Lomandra longifolia</i>
Weeping Grass	<i>Microlaena stipoides</i>
Coast Tussock Grass	<i>Poa poiformis var. poiformis</i>
Wallaby grasses	<i>Rytidosperma spp</i>
Kangaroo Grass	<i>Themeda triandra</i>

COMMON NAME	SCIENTIFIC NAME
VEGETATION - INDIGENOUS	
SALINE / SALTMARSH	
Prickly spear-grass	<i>Austrostipa stipoides</i>
Australian Salt-grass	<i>Distichlis distichophylla</i>
Southern Sea-heath	<i>Frankenia pauciflora</i>
Chaffy Saw-sedge	<i>Gahnia filum</i>
Sea Rush	<i>Juncus kraussii australiensis</i>
Beaded Glasswort	<i>Salicornia quinqueflora</i>
Creeping Brookweed	<i>Samolus repens</i>
FAUNA - NATIVE	
MAMMALS	
Eastern Grey Kangaroo	<i>Macropus giganteus</i>
Superb Fairywren	<i>Malurus cyaneus</i>
White Bellied Sea Eagle (FFG & EPBC)	<i>Haliaeetus leucogaster</i>

RARE AND THREATENED SPECIES

A Rare and Threatened species search of the Victorian Biodiversity Atlas for the property including a 500-meter area show the following species have been recorded on or adjacent to the property.

COMMON NAME	SCIENTIFIC NAME	FFG ACT STATUS	EPBC ACT STATUS	TYPE
FAUNA				
Australasian Shoveler	<i>Spatula rhynchotis</i>	Vu	Vu	Bird
Black Falcon	<i>Falco subniger</i>	Cr	Cr	Bird
Blue-winged Parrot	<i>Neophema chrysostoma</i>	No	Vu	Bird
Caspian Tern	<i>Hydroprogne caspia</i>	Vu	Vu	Bird
Common Greenshank	<i>Tringa nebularia</i>	En	En	Bird
Curlew Sandpiper	<i>Calidris ferruginea</i>	Cr	Cr	Bird
Eastern Curlew	<i>Numenius madagascariensis</i>	Cr	Cr	Bird
Fairy Tern	<i>Sternula nereis</i>	Cr	Cr	Bird
Grey Plover	<i>Pluvialis squatarola</i>	Vu	Vu	Bird
Little Egret	<i>Egretta garzetta</i>	En	En	Bird
Musk Duck	<i>Biziura lobata</i>	Vu	Vu	Bird
Pacific Golden Plover	<i>Pluvialis fulva</i>	Vu	Vu	Bird
Sharp-tailed Sandpiper	<i>Calidris acuminata</i>	No	Vu	Bird
White-bellied Sea-Eagle	<i>Haliaeetus leucogaster</i>	En	En	Bird
FLORA				
Prickly Arrowgrass	<i>Triglochin mucronata</i>	En	En	Flora

There may be other rare or threatened species who use/live in the area but have not been recorded within 500 meters of the property in the Victorian Biodiversity Atlas.

NON-INDIGENOUS FLORA AND FAUNA

Highlighted weed species are the highest priority for control

VEGETATION - NON-INDIGENOUS		Priority for control (Based on potential impact on environmental values)	Recommended Control Methods
REGIONALLY CONTROLLED (Declared noxious weeds under the <i>Catchment and Land Protection Act (CaLP) Act 1994</i>)			
Gorse/Furze	<i>Ulex europaeus</i>	High	Spray, Hand pull seedling
Sweet briar	<i>Rosa rubiginosa</i>	High	Spray, Cut & Paint, Hand pull seedling
RESTRICTED			
Spear thistle	<i>Cirsium vulgare</i>	Medium	Spray, grub out
ENVIRONMENTAL			
Capeweed	<i>Arctotheca calendula</i>	Medium	Spray
Cocksfoot	<i>Dactylis glomerata</i>	Very High	Spray, Hand pull
Gladiolus	<i>Gladiolus spp.</i>	Very High	Spray entire plant or grub out all bulbs
Golden Wreath Wattle	<i>Acacia saligna</i>	Very High	Cut & Paint, Hand pull seedling
Onion Grass	<i>Romulea rosea</i>	High	Spray, or low mow if in appropriate location
Phalaris	<i>Phalaris aquatica</i>	Very High	Spray
Purple Woodsorrel	<i>Oxalis purpurea</i>	Very High	Spray
Ribwort Plantain	<i>Plantago lanceolata</i>	Medium	Spray, Cut & Paint, Hand pull seedling
Soursob	<i>Oxalis pes-caprae</i>	Very High	Spray
FAUNA - NON-INDIGENOUS			
MAMMALS			
European Rabbit*	<i>Oryctolagus cuniculus</i>	High	Refer to Actions (page 1)



Department of Environment, Land, Water & Planning

Your Ref: RLW:2021:3335-45420
Our Ref: 0701098

18 June 2021

Redman Lynch Washington
Email: matthew.lynch@rlw.com.au

PO Box 879
15 Hume and Hovell Road
Seymour Vic 3660
Telephone: (03) 5735 4300
Facsimile: (03) 5792 3230
www.delwp.vic.gov.au
DX 218676

Dear Sir/Madam

**RE: TRANSFER OF LICENCE NO. 0701098 FROM SOM INVESTMENTS
PTY LTD TO WATSON**

I refer to the above described licence and advise that the transfer has been finalised.
Please find enclosed licence No. 0701098, issued in your client's name/s.

This licence is an important document and should be stored in a secure and safe place.
It may be required in the event of sale of the adjoining property and if lost a
replacement fee will be charged. If your client wishes to sell the property or for other
reasons transfer the licence they will need to advise our office to arrange the transfer.

You can now set up an online account with DELWP if you are due to regularly receive
invoices from DELWP, this service allows you to view and print statements and
invoices, pay or dispute an invoice and you have the ability to register multiple
licenses under one account. If you are seeking more information or register for this
service please visit <https://www.delwp.vic.gov.au/doing-business-with-us/pay-bills-online>.

Should you have any queries regarding this transfer please contact
transactioncentre@delwp.vic.gov.au.

Yours sincerely

Transaction Centre

Transaction Centre

cc: Municipality of GREATER GEELONG – Att: Rates Department



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.

V. Jones

.....
Signature of Licensor or Authorised person

Program Manager
Land and Built Environment
(Transaction Centre)

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:

1	<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 Environment, Land, Water & Planning.</i>
2	<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 may be charged.</i>

INDEX

SCHEDULE/S

PLAN

LICENCE CONDITIONS

- 1 Grant**
- 2 Licensee's Obligations (Positive)**
 - 2.1 Licence fee**
 - 2.2 Rates and Taxes**
 - 2.3 Indemnity**
 - 2.4 Maintenance,**
 - 2.5 Fire Protection Works**
 - 2.6 Condition at Termination**
 - 2.7 Notice of Defects and other matters**
 - 2.8 Compliance with Law**
 - 2.9 Compliance with Directions**
 - 2.10 Arrears and Interest**
 - 2.11 Further Conditions**
- 3 Licensee's Obligations (Negative)**
 - 3.1 Use of Licensed land**
 - 3.2 Allow rubbish**
 - 3.3 Hazardous Chemicals**
 - 3.4 Burning**
 - 3.5 Assignment**
 - 3.6 Licensor's Entry**
 - 3.7 Void insurance**
 - 3.8 Cultivation and Use of Licensed land**
 - 3.9 Erection of Improvements**
- 4 General Conditions**
 - 4.1 Termination upon Default**
 - 4.2 Termination without Default**
 - 4.3 Licensee's Improvements**
 - 4.4 Secretary may remove and dispose of property**
 - 4.5 Licensor's/Secretary's Agents**
 - 4.6 Notices**
 - 4.7 Review of Licence fee**
 - 4.8 Debt recovery**
- 5 Definitions**
- 6 Interpretations**

LICENCE SCHEDULE

1. **Licence No.** 0701098
2. **Licensors** Minister for Energy, Environment and Climate Change
3. **Licensee** Sally Jane Watson
4. **Address** 76 Ocean Road, Point Lonsdale, Victoria, 3225, Australia
5. **Commencement Date** 01 October 1994
6. **Term** 99 Years
7. **Licensee Fee** \$100.00
8. **Payable** 99 Year
9. **Licensed Land All that land being:**

MUNICIPALITY OF GREATER GEELONG
UNUSED ROAD SOUTH OF LOT 1 ON TP179463,
PARISH OF PAYWIT

AS INDICATED ON ATTACHED PLAN/S.
10. **Area (Ha)** 1.10
11. **Powers under which land is granted** Land Act 1958, Sec 130/133
12. **Specified Purpose** GRAZING
13. **Department Address** 8 NICHOLSON STREET, EAST MELBOURNE, Victoria, 3001, Australia
14. **Statutory and other Conditions**
THE LICENSEE MUST IF DIRECTED TO DO SO IN WRITING BY THE LICENSOR MAINTAIN SUITABLE UNLOCKED SWING GATES, CATTLE PITS, RAMPS OR OTHER SUITABLE MEANS OF PASSAGE IN ANY FENCE ACROSS THE LICENSED LAND.
15. **Special Conditions**
THE LICENSEE MUST ENSURE THAT MAXIMUM GRAZING CAPACITY DOES NOT EXCEED 3 DSE FOR THE TOTAL LICENCE AREA AT ANY TIME.

THE LICENSOR MAY REQUIRE THE LICENSEE TO EXCLUDE STANDS OF VEGETATION FROM GRAZNG FROM TIME TO TIME.

THE LICENSEE MUST ENSURE THAT THE ROAD IS NOT USED FOR VEHICULAR ACCESS.



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
- Lease

General Licence

Delegated Lease

Delegated Licence

Grazing Licence

Riparian Management Licence

Water Frontage Licence

Unused Road Licence

Delegated Management Reserve

Direct Management Reserve
- Government Road

Government Road

Dual Status Government Road

1: 10,000

-MapScale-



Overview Map

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.

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 three months' 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, detinue, 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 Environment, Land, Water & Planning 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, fertiliser 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 Environment, Land, Water & Planning, 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.

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@deeca.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.*

The \$67.25 transfer fee (GST Exempt) and any outstanding rental (if applicable) are included.

☐ Please invoice the proposed licensee the transfer fee & any outstanding rental. An invoice for the transfer fee and any outstanding rental will be arranged and sent to the proposed licensee separately after the transfer is completed. Please allow up to 21 days from the date of transfer for the invoice to be issued.

☐ **Notice of Acquisition, Copy of Title or Copy of 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 Sally Jane Watson

Of: 76 Ocean Road, Point Lonsdale, Victoria, 3225, Australia

Being the holder(s) of Licence No: 0701098

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

OFFICE USE ONLY

Unused Road with Long Term Rental Paid

Licence No. 0701098 (Unused Road) – Rental of \$110.00 has been paid for the period ending 30/9/2093.

The Department of Energy, Environment and Climate Action (DEECA) is committed to protecting your personal information in accordance with the principles of the Privacy and Data Protection Act 2014. Personal information collected will be used for the purpose of issuing and administering your Crown Land Licence and the attendant Crown Land management requirements. DEECA may disclose your information to the local municipality or other relevant government agencies or statutory authorities for this purpose or if required by law. DEECA also uses and discloses the information for the purpose of the resolution of applications for determination of native title and for meeting its obligations under the Native Title Act 1993 (Cth). If you wish to access this information please contact the Manager, Privacy and FOI, PO Box 500, East Melbourne, Vic, 3002

OFFICIAL



Legend

-  Township

 Parish

 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

 Lease

 General Licence

 Delegated Lease

 Delegated License

 Grazing Licence

 Riparian Management Licence

 Water Frontage Licence

 Unused Road Licence

 Delegated Management Reserve

 Direct Management Reserve

 Government Road

 Dual Status Government Road

1: 5,199



Overview Map

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.