



# 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.

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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:		
Print name(s) of person(s) signing:	 	
State nature of authority, if applicabl		
On behalf of, if applicable:	 	
Signed by vendor:		
Print name(s) of person(s) signing:	 	
State nature of authority, if applicabl		
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 I	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	r
Name:	
Address:	
Durchaear	r's legal practitioner or conveyancer
Fulcilasei	s legal practitioner of 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.
	ment due date	
Oettiei	ment is due on	
Lease		
	At settlement the purchaser is entitled to vacant p checked, in which case the property is sold subject	
The do	etails of the lease(s), if any, are as follows:	
Terms	s contract	
	This contract is intended to be a terms contract w (Vic) if the box is checked.	ithin the meaning of the Sale of Land Act 1962
Loan		
	This contract is subject to a loan being approved a checked:	and the following details apply if the box is
The de	etails of the loan approval, if any, are as follows:	
Lende	er:	(or another lender chosen by the purchaser)
Loan a	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.
Spec	ial conditions
$\boxtimes$	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.

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- 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.

#### 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.
- 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.
- 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—
  - 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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

- 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.
- 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*Tax Act have the same meaning in this general condition unless the context requires otherwise.
- 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 -
  - 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 -
  - 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.
- 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:
  - 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.

- 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.
- 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

- 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:
  - 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;
- 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;
- (I) 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 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 form 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 description and particulars of the Land and title;
- (xi) any encroachment by the Property or upon the Property;
- (xii) 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;
- (xiii) the existence of any claim, grant, notice, order or declaration in connection with native title;
- (xiv) the condition, existence (or non-existence) or availability of services;
- (xv) any fixtures or their ownership; and
- (xvi) 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 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 and 3.5.
- (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.

#### 3.8 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.

#### 3.9 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;
  - 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:
  - 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); o
- (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** 

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### Date

### **Parties**

#### **GUARANTEE AND INDEMNITY BY:**

Party		(Guarantor)
Notice details	Address:	
ucialis	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.

<b>Property</b> means the property	know as 81-117 Burrows Road, Swan Bay	/ VIC 3225.
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<b>Purchaser</b> mea	ıns		
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#### 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;
- 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;
- (I) 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.

Name of witness [print]

Signed, sealed and delivered by \_\_\_\_\_, in the presence of:

Signature of \_\_\_\_\_





# Vendor's Statement

81-117 Burrows Road, Swan Bay VIC 3225

### **Table of Contents**

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### 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) Planning
- (I) Permit SEPTIC-2022-13391 dated 27 September 2022.
- (m) Definition Plan (Septic "As Laid" Plans) dated 24 August 2023.
- (n) Planning Permit PP-1105-2024 dated 28 July 2025 (House).
- (o) Site and Separation Plan endorsed by Council on 12 December 2025.
- (p) Dwelling Plans endorsed by Council on 12 December 2025.
- (q) Land Capability Assessment endorsed by Council on 12 December 2025.
- (r) Landscape Plan endorsed by Council on 12 December 2025.
- (s) Farm Management Plan endorsed by Council on 12 December 2025.
- (t) Department of Environment, Land, Water & Planning Agricultural Licence No. 0701098.

### Vendor signing

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

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

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

VOLUME 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

-----

NTT.

-----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

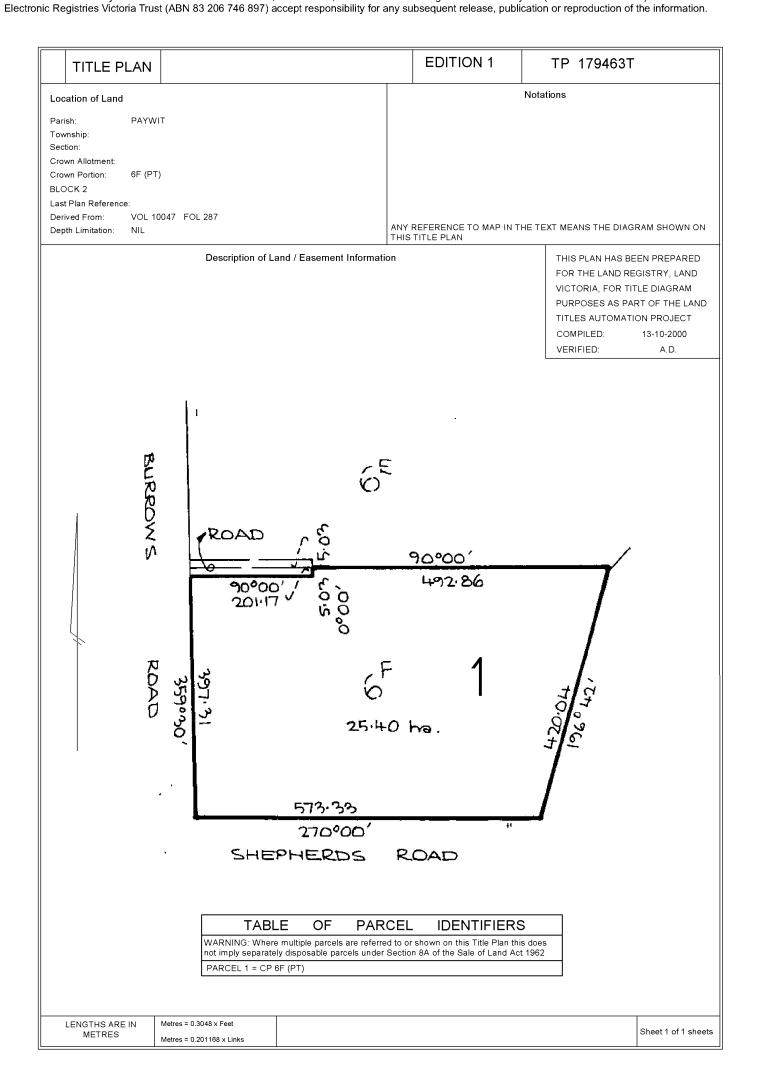
eCT Control 16320Q WESTPAC BANKING CORPORATION Effective from 06/05/2021

DOCUMENT END

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

Delivered by LANDATA®, timestamp 24/10/2025 15:01 Page 1 of 1

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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 www.geelongaustralia.com.au

Council Property Number: 324070

Planning Scheme - Greater Geelong Planning Scheme: **Greater Geelong** 

Directory Reference: Melway 472 J8

**UTILITIES STATE ELECTORATES** 

Rural Water Corporation: **Southern Rural Water** Legislative Council: **WESTERN VICTORIA** 

Urban Water Corporation: Barwon Water Legislative Assembly: **BELLARINE** 

Melbourne Water: **Outside drainage boundary OTHER** 

Registered Aboriginal Party: Wadawurrung Traditional Power Distributor: **POWERCOR** 

**Owners Aboriginal Corporation** 

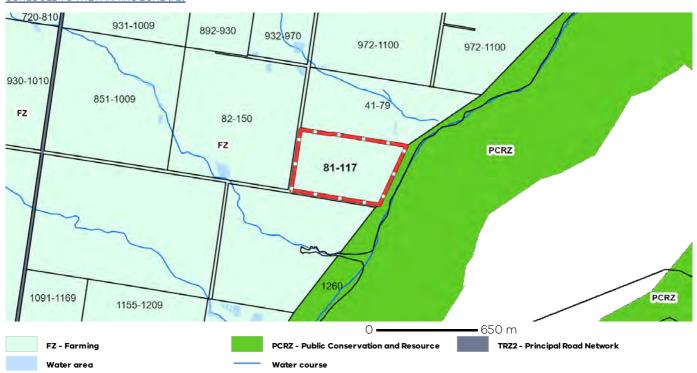
**Country Fire Authority** Fire Authority:

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.

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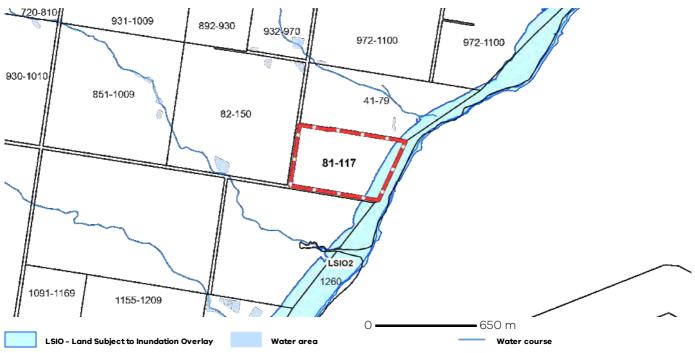


Department of Transport and Planning

#### **Planning Overlays**

LAND SUBJECT TO INUNDATION OVERLAY (LSIO)

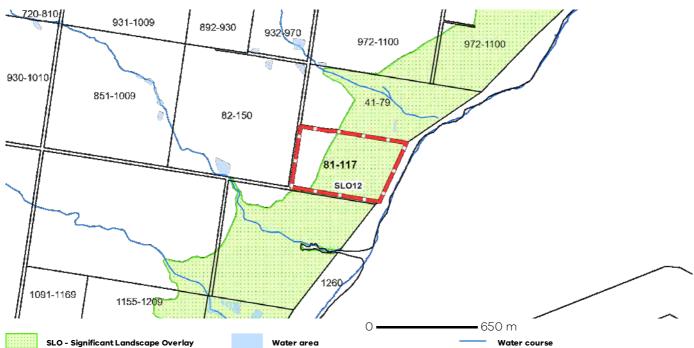
LAND SUBJECT TO INUNDATION OVERLAY - SCHEDULE 2 (LSIO2)



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

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Department of Transport and Planning

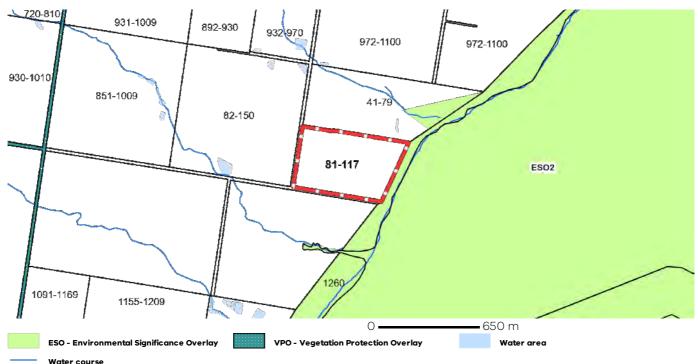
#### **Planning Overlays**

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

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#### **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.

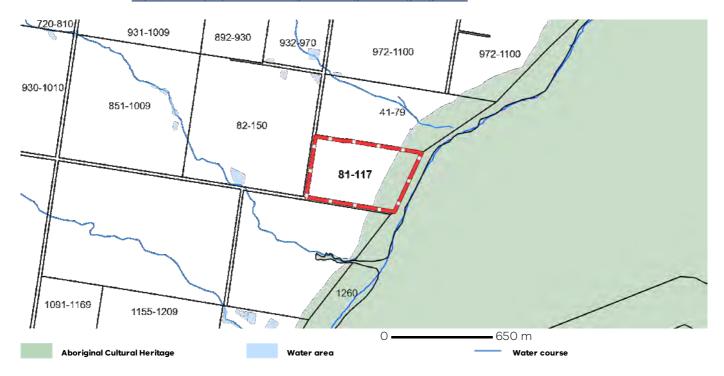
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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, and the Aboriginal Heritage Regulatio $can \ also \ be found \ here - \underline{https://www.firstpeoplesrelations.vic.gov.au/aboriginal-heritage-legislation}$ 



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#### **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 <a href="https://www.planning.vic.gov.au">https://www.planning.vic.gov.au</a>

This report is NOT a Planning Certificate issued pursuant to Section 199 of the Planning and Environment Act 1987. It does not include information about exhibited planning scheme amendments, or zonings that may abut the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - https://www.landata.vic.gov.au

For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit https://mapshare.vic.gov.au/vicplan/

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

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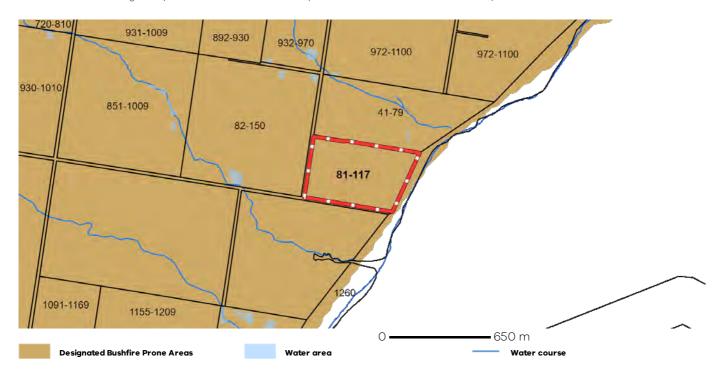


#### **Designated Bushfire Prone Areas**

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.

 $Design ated BPA \ maps \ can \ be \ viewed \ on \ VicPlan \ at \ \underline{https://mapshare.vic.gov.au/vicplan/} \ or \ at \ the \ relevant \ local \ council.$ 

Create a BPA definition plan in VicPlan to measure the BPA.

 $Information for lot owners building in the BPA is available at \underline{https://www.planning.vic.gov.au.}\\$ 

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) or please contact your relevant council.

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

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#### 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



Secure Electronic Registries Victoria Ptv 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**

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

11000m2 LICENCE

701098254000m2 Lot 1 Title Information

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, GEELONG VIC 3220 THE CITY OF GREATER GEELONG

# 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 Par

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** 

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

#### HIA INSURANCE SERVICES PTY LTD



4 / 70 Jolimont Street Jolimont VIC 3002 hiainsurance.com.au 1800 633 467

### **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** 

Ī

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 24/02/2022

contract dated:

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

\$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.



#### HIA INSURANCE SERVICES PTY LTD



4 / 70 Jolimont Street Jolimont VIC 3002 hiainsurance.com.au 1800 633 467

#### **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

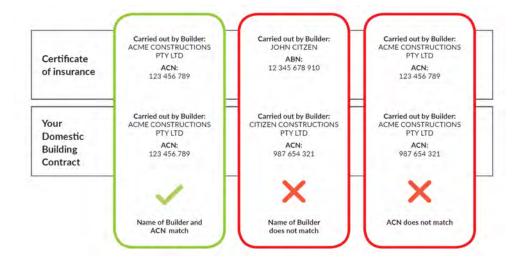
GST: \$68.90

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

Planning Permit Application No.: PP-1217-2021 Re:

81-117 Burrows Road, SWAN BAY Address:

**Construction of a Shed** Proposal:

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

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

**Greater Geelong Planning Planning Scheme** 

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

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

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.

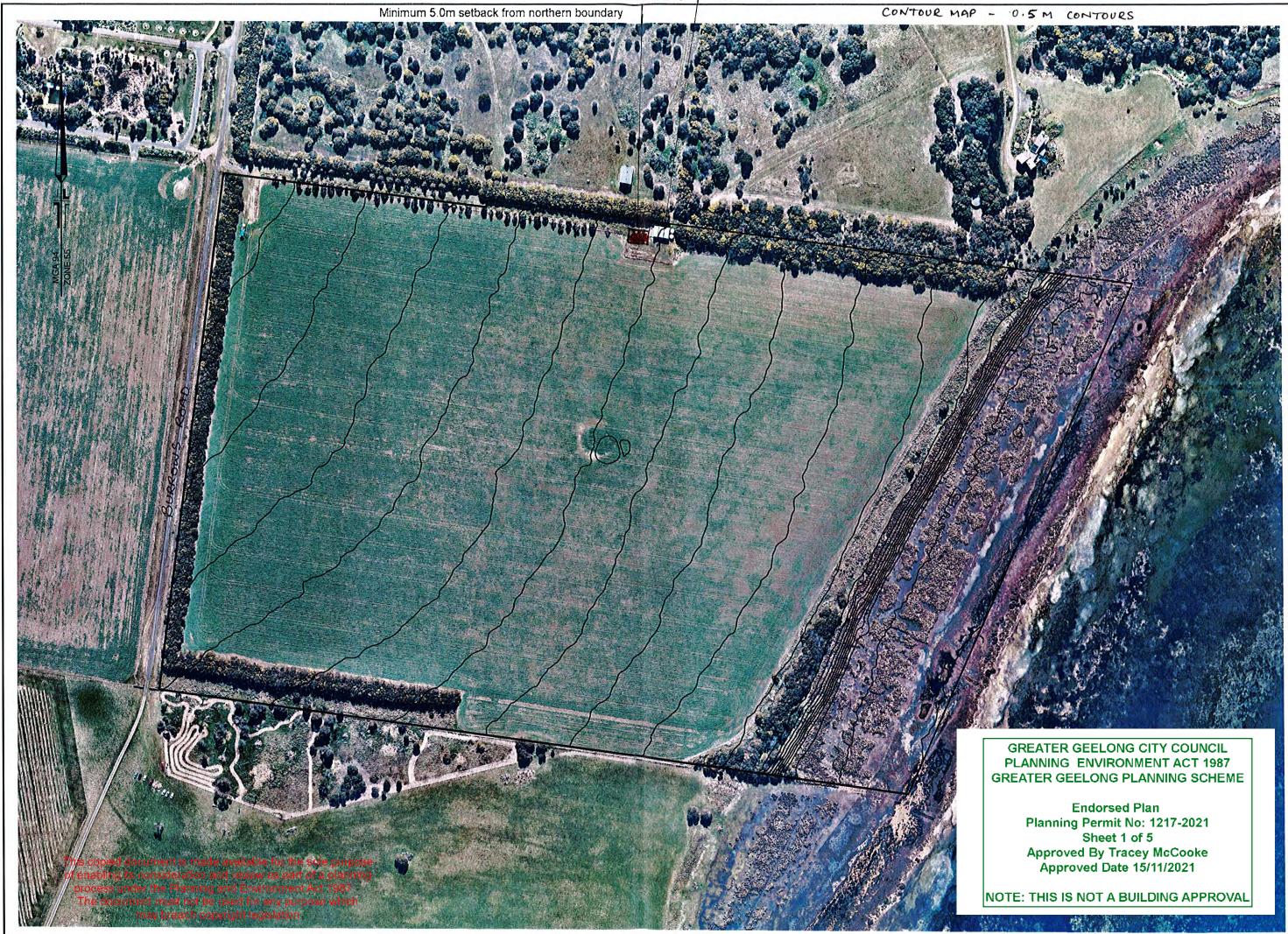
#### WHEN DOES A PERMIT EXPIRE?

- 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 <u>Planning and Environment Act 1987</u>, or to any combination of use, development or any of those circumstances requires the certification of a plan under the <u>Subdivision Act 1988</u>, 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





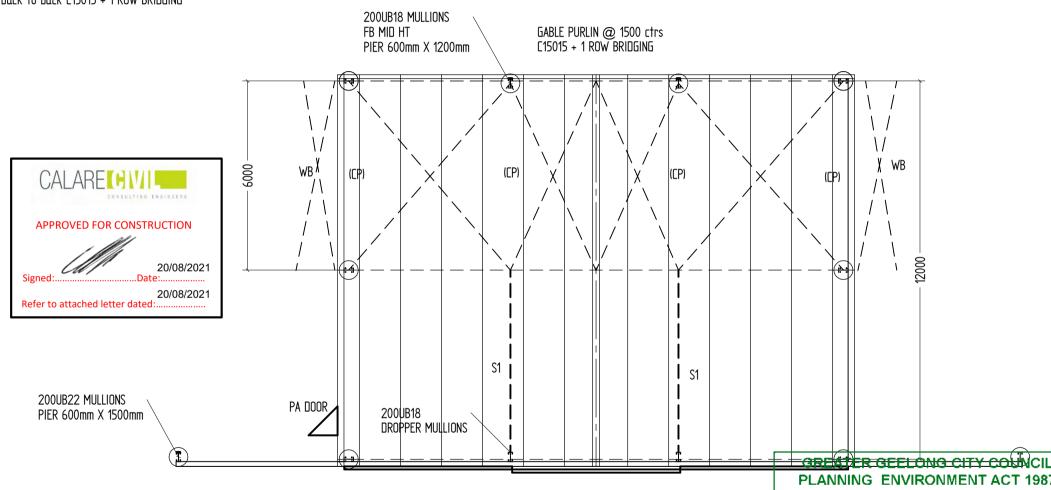
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ABE SHEDS GLOBAL PTY LTD					
	NAME	DATE	CLIENT:	#1610 TIM WATSON	
DRAWN:	KH	17/08/2021	DRAWING:		
MODIFIED:	KH	17/08/2021	DIONWING.	FLOOR PLAN	
CHECKED:			SEALE: 1:120	SHEET 1 OF 4	SHEET SIZE: A4

S1 = 100X3 SHS

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

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



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

**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

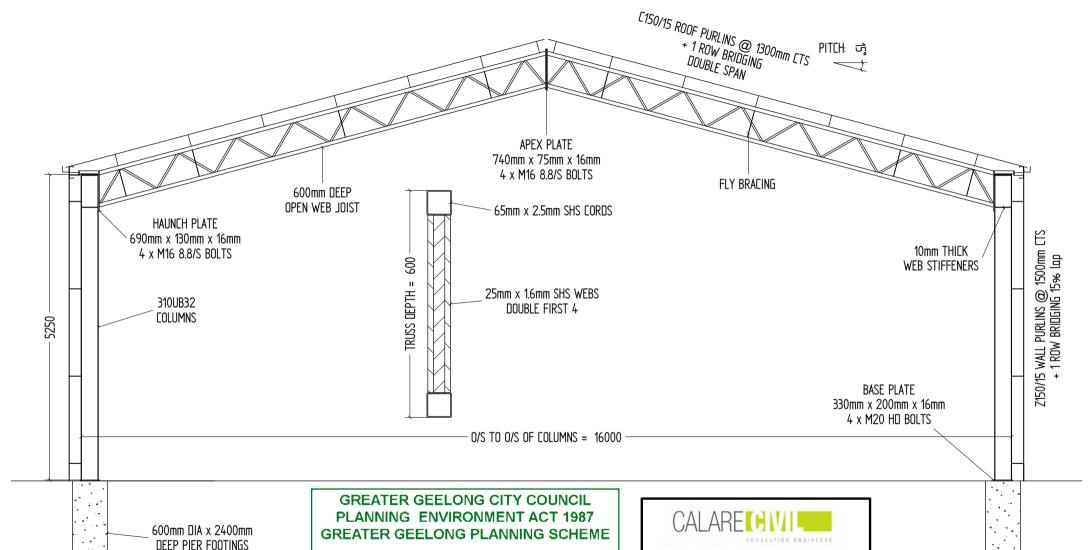
NOTE: THIS IS NOT A BUILDING APPROVAL



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

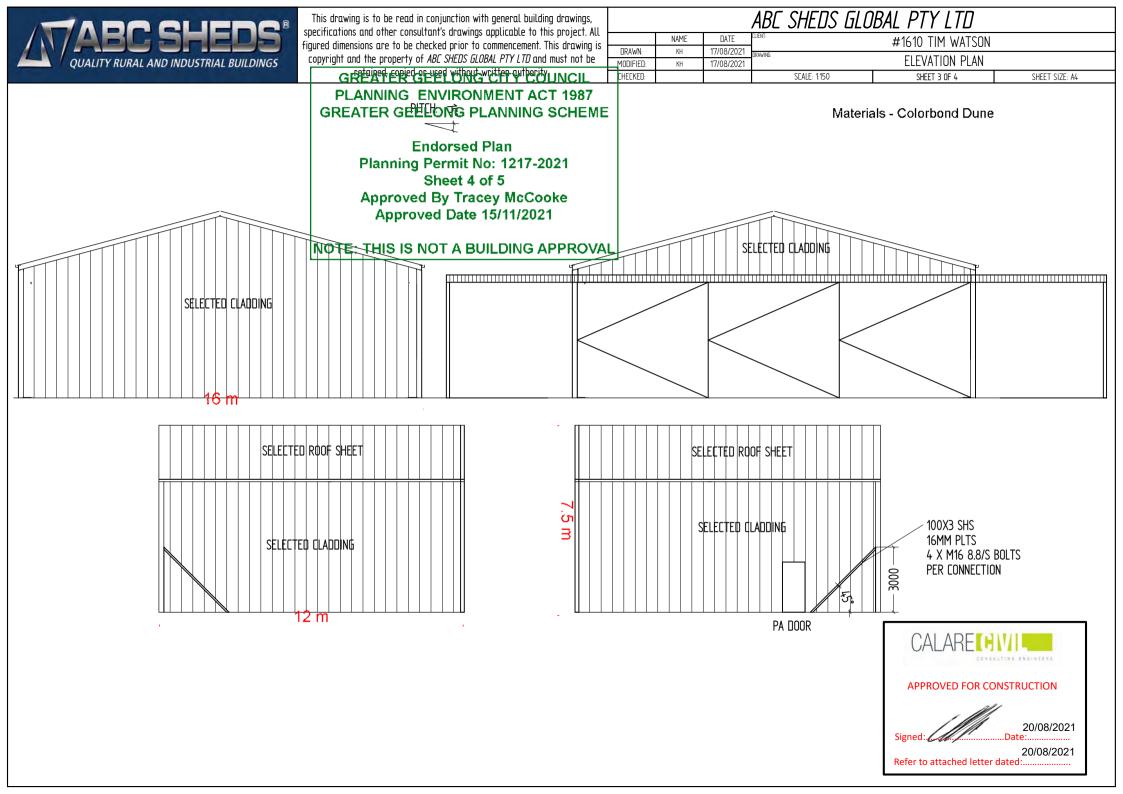
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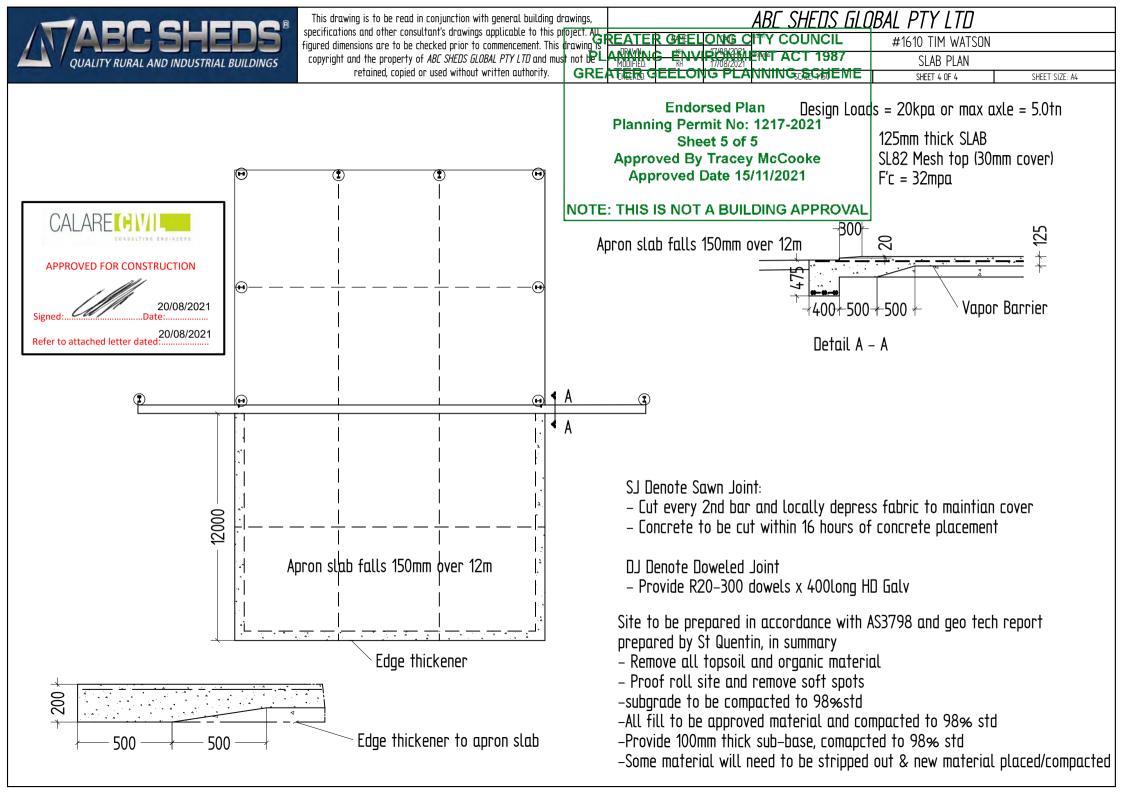


Endorsed Plan
Planning Permit No: 1217-2021
Sheet 3 of 5
Approved By Tracey McCooke
Approved Date 15/11/2021

NOTE: THIS IS NOT A BUILDING APPROVAL







## **Property Clearance Certificate**

## Land Tax



**DIMITRA GALANAKIS** 

Your Reference: LD:78545322-009-9.2025.1112

**Certificate No:** 93881586

**Issue Date:** 24 OCT 2025

**Enquiries: ESYSPROD** 

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

Land Id Plan Volume Folio Tax Payable Lot 31175199 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 \$0.00 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** Proportional Tax Penalty/Interest **Total** Year

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** \$0.00 **VACANT RESIDENTIAL LAND TAX** 

**CHARGE:** 



### **Notes to Certificate - Land Tax**

Certificate No: 93881586

#### Power to issue Certificate

 Pursuant to section 95AA of the Taxation Administration Act 1997, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

#### Amount shown on Certificate

- The Certificate shows any 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

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.
- 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

Biller 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 BURRO	WS ROAD SW	'AN BAY VIC 3225		
<b>Land Id</b> 31175199	<b>Lot</b> 1	<b>Plan</b> 179463	<b>Volume</b> 10047	Folio 287	Tax Payable \$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 use.	to the land is not a qualifying

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**

 Pursuant to section 95AA of the Taxation Administration Act 1997, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

#### **Amount shown on Certificate**

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

#### Australian Valuation Property Classification Code (AVPCC)

- The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the Valuation of Land Act 1960:
  - · a general valuation of the land;
  - a supplementary valuation of the land returned after the general valuation.
- 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 Folio Plan Volume 287 179463 10047

Vendor: SALLY WATSON

FOR INFORMATION PURPOSES Purchaser:

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

\$0.00 \$0.00 \$0.00

No windfall gains tax liability identified. Comments:

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

**CURRENT WINDFALL GAINS TAX CHARGE:** 

\$0.00

**Paul Broderick** 

Commissioner of State Revenue



## **Notes to Certificate - Windfall Gains Tax**

Certificate No: 93881586

#### **Power to issue Certificate**

 Pursuant to section 95AA of the Taxation Administration Act 1997, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

#### Amount shown on Certificate

- 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

 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**

- 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.
- 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



Biller 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.

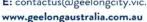
Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

#### CITY OF GREATER GEELONG

WADAWURRUNG COUNTRY PO Box 104, Geelong VIC 3220

P: 03 5272 5272

E: contactus@geelongcity.vic.gov.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 11000m2 LICENCE 701098, 254000m2 Lot 1 TP Property Description:

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** 

01-Jul-2025 Operative Valuation Date: 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 2 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 Date of Issue: 27-Oct-2025

Local Government Act 2020

eService Certificate No: 238236

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

Assessment Number: 809817.0

		Assessment Number.	003017.0
	Rate, Charges & Other Monies		Amount \$
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 (subject to Final Costs)		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 Duo	2,823.41
O	Supplementary Valuations are conduction	tad by Caupail when a p	raparty's abaractaristics

**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** 

PAY Biller 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 <a href="Property enquiry application">Property enquiry enquiry application</a> 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 <u>Information statement update</u> 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

Biller 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 <a href="Property enquiry application">Property enquiry enquiry application</a> 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 <u>Information statement update</u> 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



## 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



## 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



## 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 coniditions

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 we're here to help.

Our Ref: EC508065 Your Ref: 2025.11123 Agent Ref: 78545322-024-2

#### 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'

VicRoads Page 1 of 1



#### **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: <a href="https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register">https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register</a>

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

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@geelongseptictanks.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 m²
Type of Effluent Disposal Irrigation requirement	Sub surface irrigation 100 m <sup>2</sup>
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.

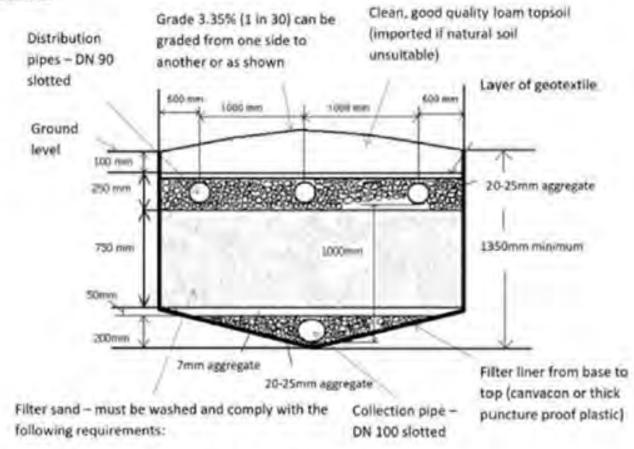
To obtain an Approval to Use for the OWMS, the installation must be complete, the plumbers 'Certificate of Compliance', Sieve Analysis Certificate' and an 'As Constructed' plan need to be submitted to Council and a final inspection completed by Council.

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

#### **SPECIFIC CONDITIONS**

- 1. The Sand Filter Design and installation must comply with the <u>conditions outlined in</u> the Victorian Government Gazette No. S 711.
- 2. The Sand Filter design and installation must be in accordance with the diagram and table below.

#### Cross section view



Dosage rate, L/m²/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 <u>maximum</u> 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 1m<sup>2</sup> 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/m<sup>2</sup>; 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 \$\infty\$ 5272 5547.

**Jonathan Carter** 

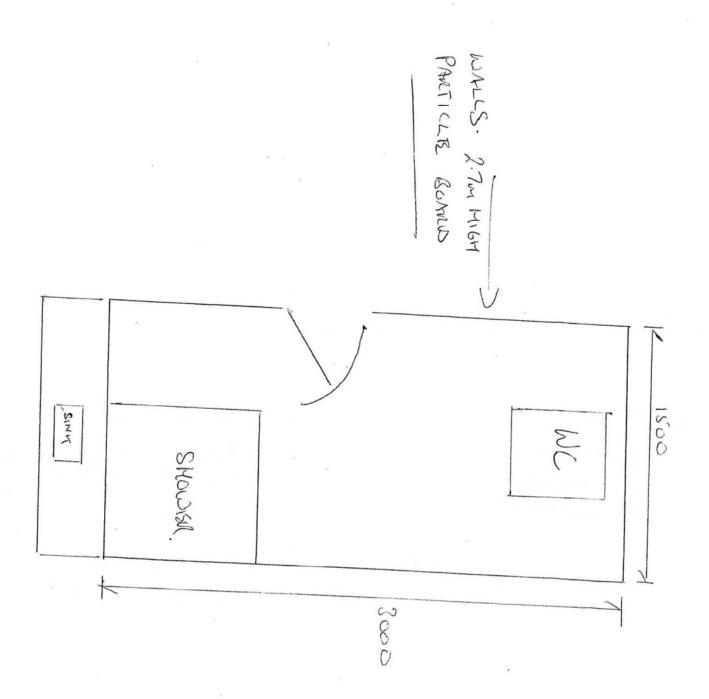
Jonathan Carter

Team Leader Environmental Health 27 September 2022

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

# GREATER GEELONG PLANNING SCHEME DEFINITION PLAN: 1\TP179463





#### 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 P: 03 5272 5272

PO Box 104, Geelong VIC 3220 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 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 accessed via the process. This survey can be following 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

**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 Councils website. Further enquiries can be made via Councils Customer Service Line: 5272 5272, or you can email your enquiry to <a href="mailto:building@geelongcity.vic.gov.au">building@geelongcity.vic.gov.au</a>. 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 <u>Engineering Permits webpage</u> 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 <u>Vehicle Crossing Permit</u> 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 <u>food/ drink</u>, <u>health/beauty or accommodation</u> 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 <u>'On-site Wastewater Management System application'</u> 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 <a href="mailto:parksplanning@geelongcity.vic.gov.au">parksplanning@geelongcity.vic.gov.au</a>

#### **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**

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

Signature of the

Date Issued: 28 July 2025

Wather

#### **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 26<sup>th</sup> 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.

Signature of the Responsible Authority:

#### 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.

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.

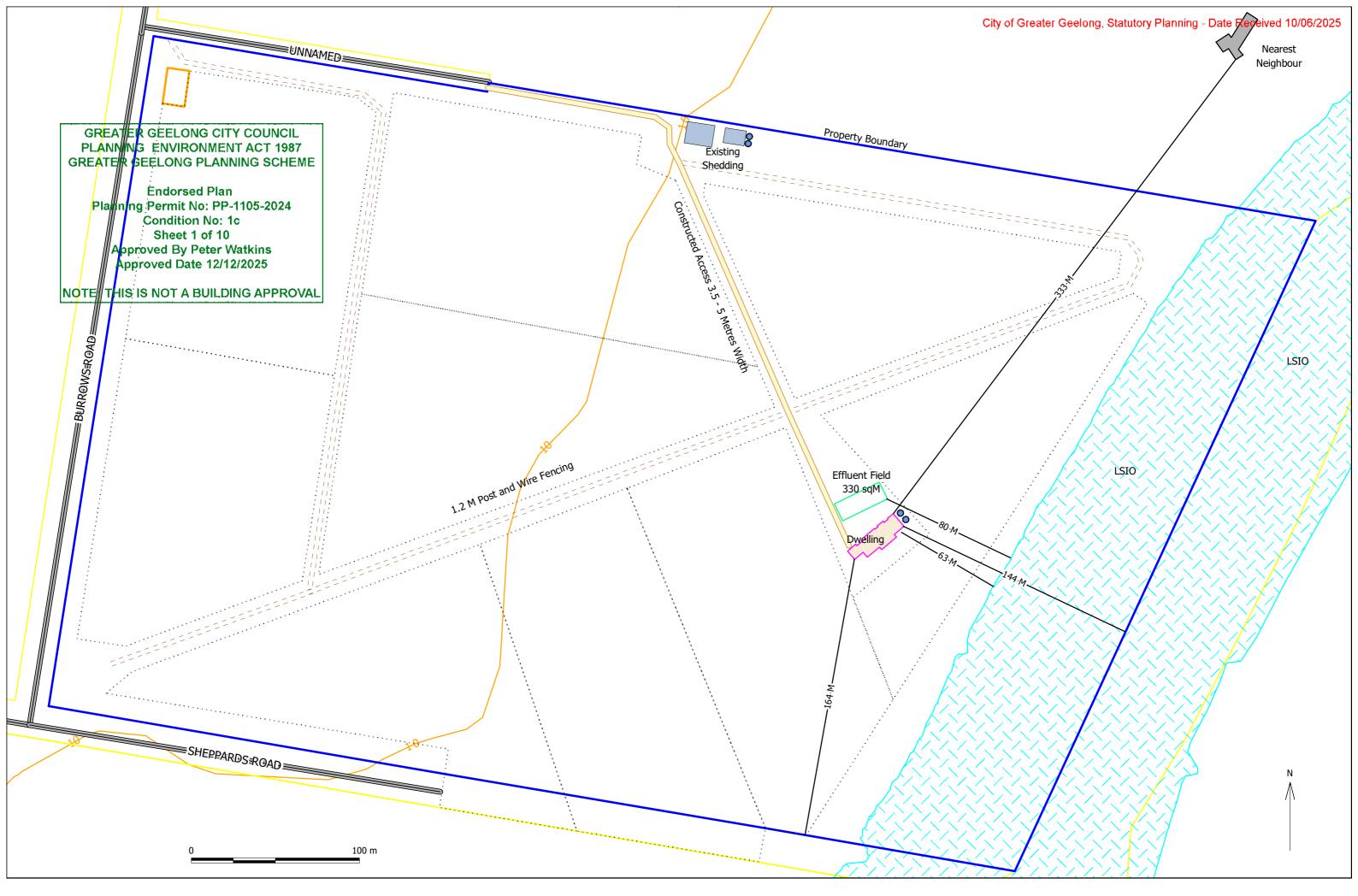
## WHEN DOES A PERMIT EXPIRE?

- 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.
- 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 <u>Planning and Environment Act 1987</u>, or to any combination of use, development or any of those circumstances requires the certification of a plan under the <u>Subdivision Act 1988</u>, 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.
- 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

Lon: 144°39'38" E Lat: 38°12'42" S

Printed at: 31/05/20 Scale: 1:1900

# 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. 1288-2006 GLASS IN BUILDINGS & WITH A.S. 4055-2012 FOR WINDLOADING.
- · WINDOW SUPPLIER TO PROVIDE COVER BOARDS TO ALL CORNER WINDOWS UNLESS NOTES 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.S/NZS 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 WET 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-TVP-DOOR-01
- · ENSURE RETURN AIR GRILLE & VOID IS CLEAR OF TRUSS &/OR FRAMING CONSTRUCTION.
- TIMBER ROOF TRUSSES TO MANUFACTURERS COMPUTATIONS AND
- 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.S/NZS 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
- 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

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

**Endorsed Plan** Planning Permit No: PP-1105-2024 Condition No: 1c Sheet 2 of 10 Approved By Peter Watkins Approved Date 12/12/2025

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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®		Scyon Weatherboard Dune®
	Fascia Basalt®		Doors / Windows Surfmist®
	Downpipes Basalt®		Posts / Trim Surfmist®

DESIGN:

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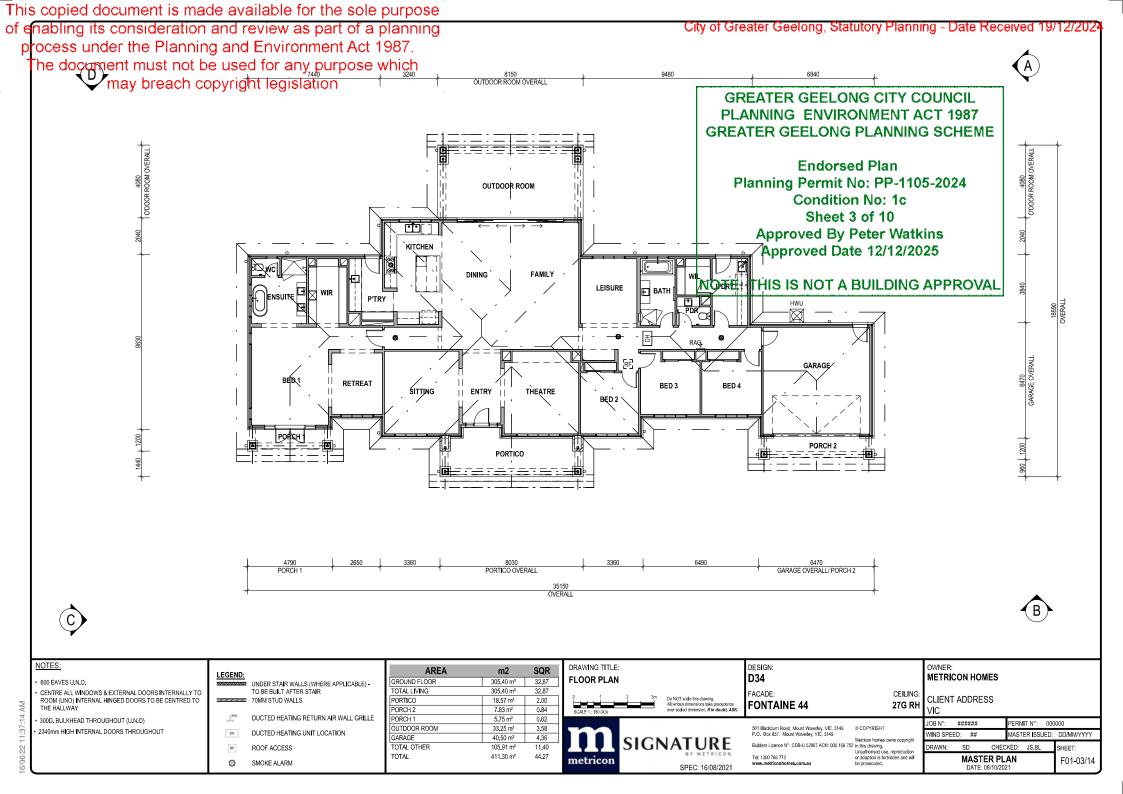


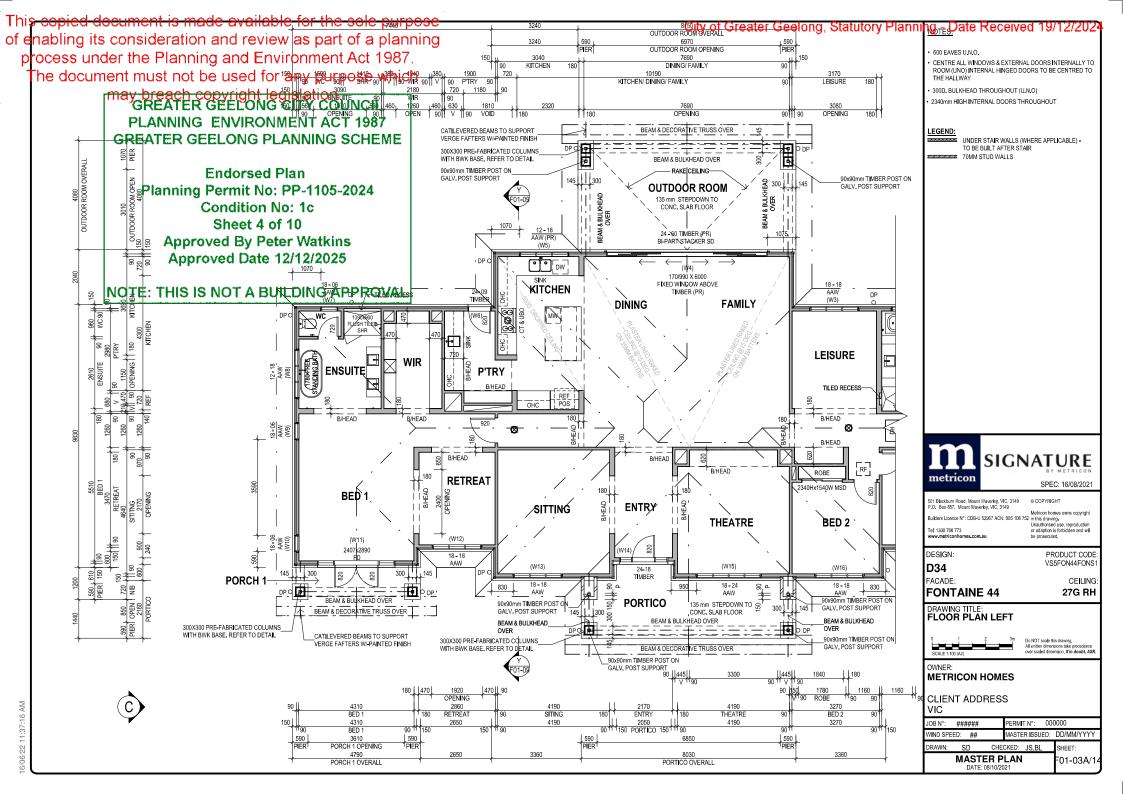
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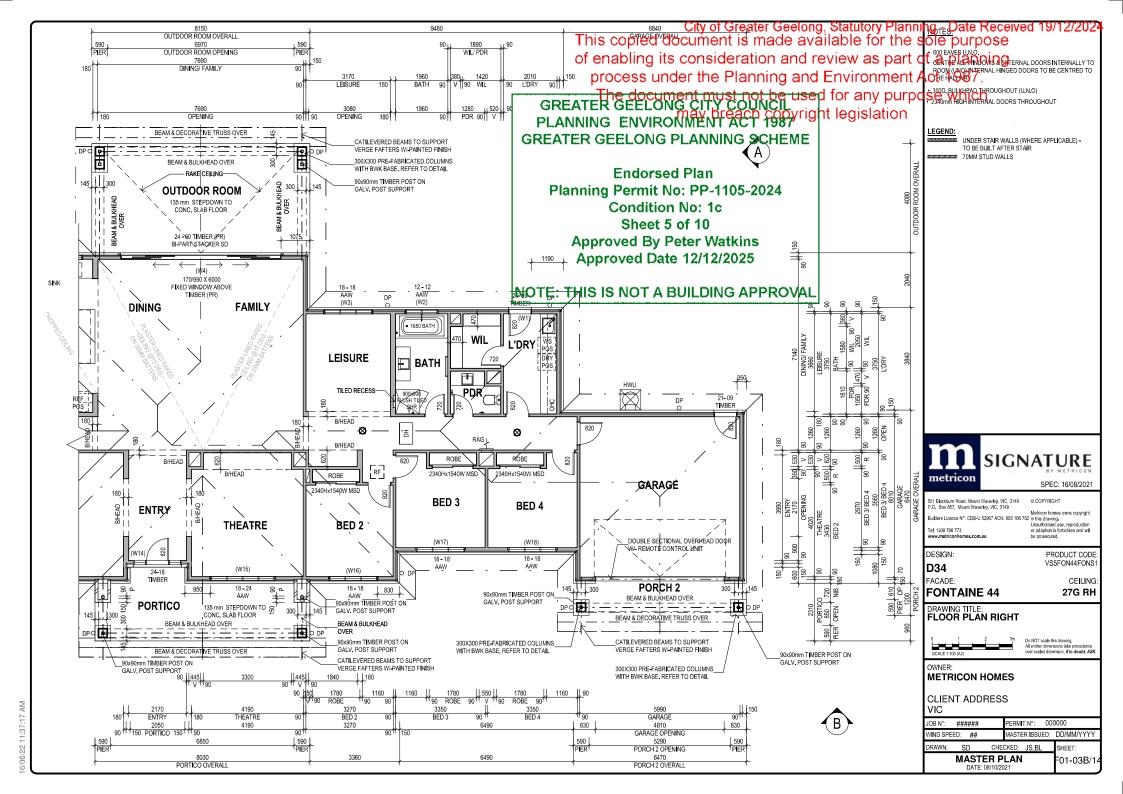
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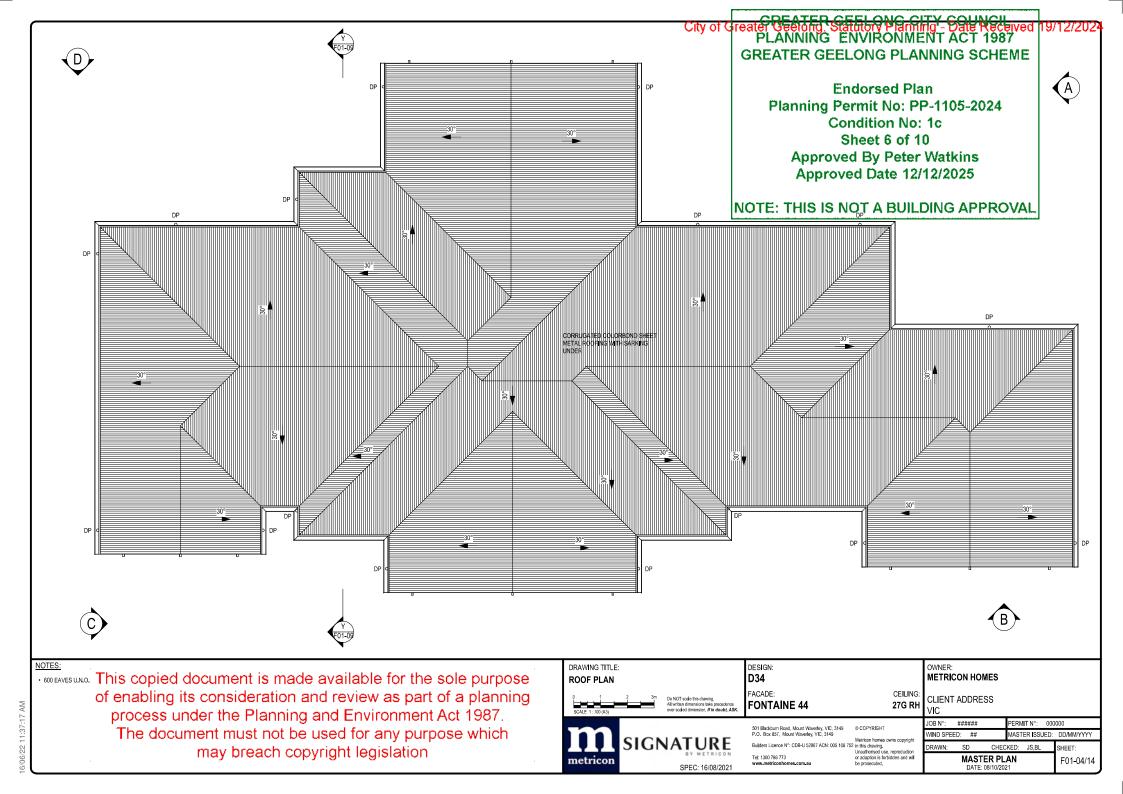
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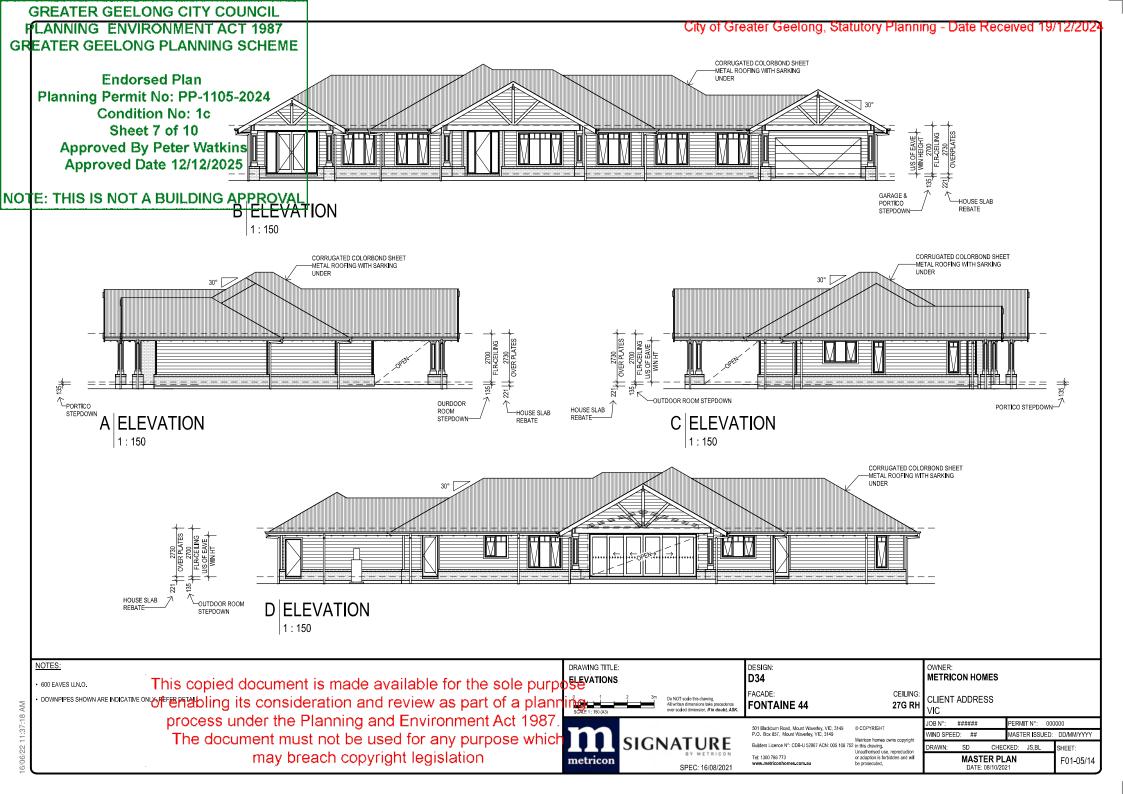
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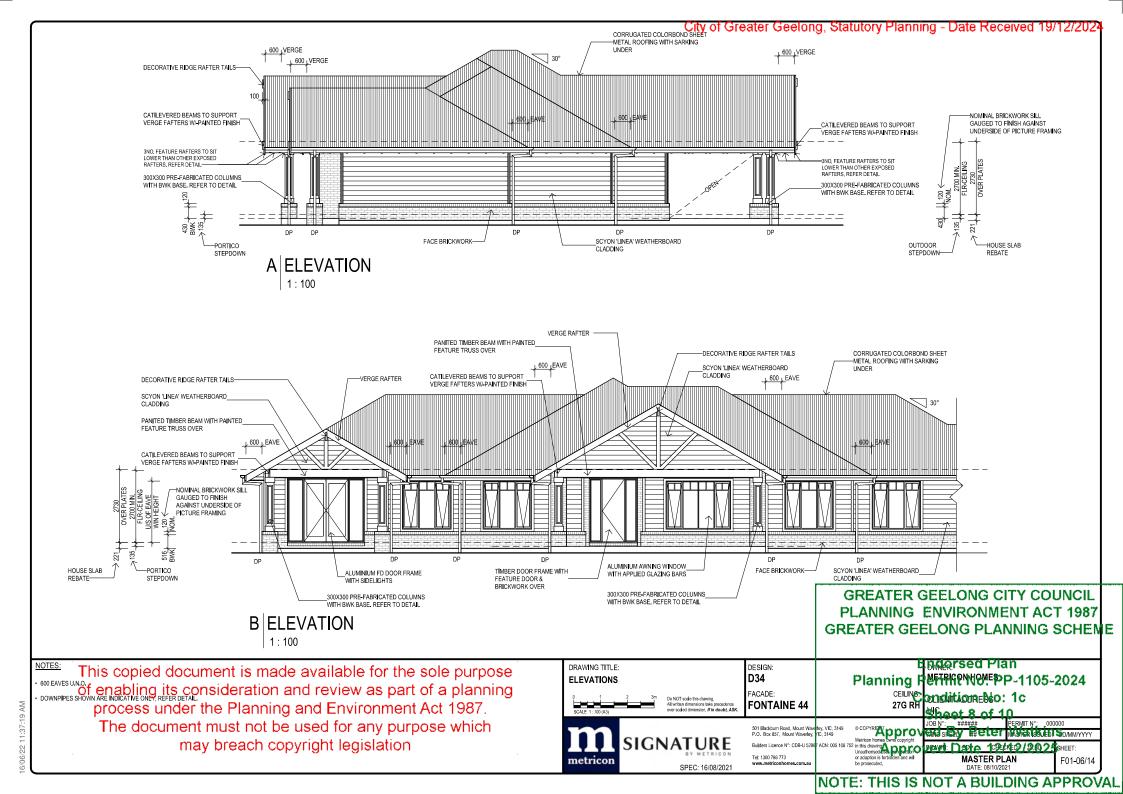


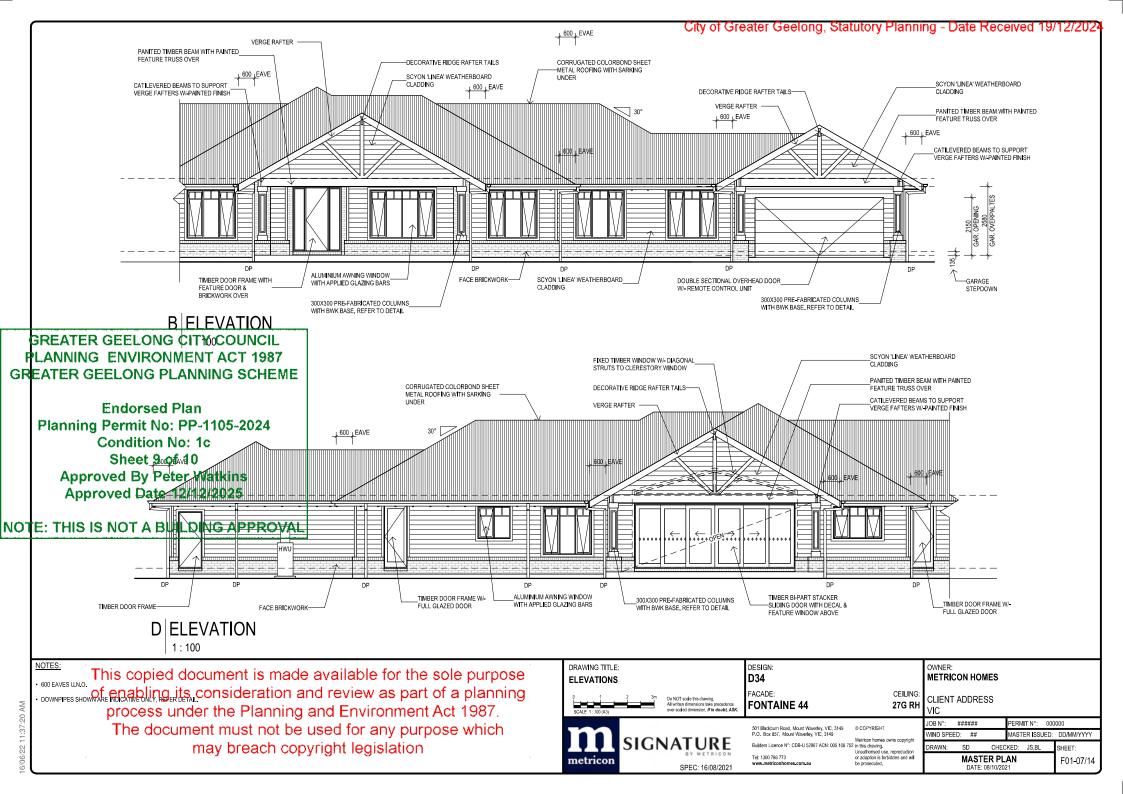












SPEC: 16/08/2021





Land Capability Assessment For Proposed Development

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

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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	Initial issue
2	16/05/2025	Updates to address council RFI
3	20/11/2025	Updated dwelling location

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# 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 <u>low and manageable</u> environmental risk.

In accordance with EPA requirements, a minimum 30m 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 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.

We have provided recommendations based on a proposed 4-bedroom residence. Council RFI noted that the design includes several rooms that could potentially be converted into bedrooms such as leisure, sitting, or theatre rooms—that could potentially be converted into bedrooms. However, we consider such conversions to be highly irregular and unlikely in practice.

Nonetheless, to address Council's concerns, we have also provided recommendations based on an equivalent six-bedroom residence scenario. It is important to note that this assumption significantly increases the required Land Application Area (LAA), which may have implications for site layout and system design.

Based on our calculations presented in section 7.3 we recommend the following minimum irrigation areas be constructed:

- Minimum irrigation area for a 4 bedroom residence: 730 m<sup>2</sup>
- Minimum irrigation area for a 6 bedroom residence: 1010 m<sup>2</sup>

Based on our calculations presented in section 7.4 we recommend the following minimum ETA bed areas be constructed (not including spacing between beds):

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- Minimum ETA beds area for a 4 bedroom residence: 160 m<sup>2</sup>
- Minimum ETA beds area for a 6 bedroom residence: 216 m<sup>2</sup>

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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'.

Laboratory testing indicates a moderate risk of sodic soils. This suggests that the long-term disposal of treated effluent may impact soil structure and hydraulic conductivity. Sodic soils are prone to dispersion when exposed to sodium-rich water, which can lead to pore clogging and reduced infiltration rates, potentially compromising the effectiveness of land application systems. However, with appropriate management strategies, the moderate sodicity risk is unlikely to significantly affect the performance of the land application area (LAA) or preclude residential development of the site.

To mitigate these risks and support the long-term functionality of the effluent disposal system, the following measures may be considered:

## • Effluent Quality Control

Ensure effluent discharged to the land application area meets advanced secondary standards, with particular attention to sodium adsorption ratio (SAR) and electrical conductivity (EC). Low SAR and moderate EC levels help maintain soil structure.

## Soil Amendment Application

Prior to system installation, incorporate gypsum and lime into the top 150–300 mm of soil at a rate of 0.5 kg/m². Gypsum provides calcium ions that displace sodium on soil exchange sites, enhancing soil flocculation and structure. Reapplication to the soil surface is recommended every 2–3 years to counteract the effects of leaching and maintain soil health.

## Irrigation Scheduling

Implement regular, evenly distributed dosing cycles to prevent prolonged soil saturation. This approach promotes adequate soil aeration and allows recovery between effluent applications, reducing the risk of structural degradation.

## • Robust Vegetation Cover

Establish and maintain deep-rooted, salt-tolerant vegetation over the disposal area. Such vegetation supports evapotranspiration, enhances nutrient uptake, and improves soil aeration, all of which contribute to the long-term performance of the effluent disposal system.

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.

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#### 2. Introduction

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St Quentin Consulting was commissioned by the client Sally Watson to provide a Land Capability Assessment Sheet 6 of 60 (LCA) report for the site.

**Approved By Peter Watkins** Approved Date 12/12/2025

The aims of the assessment were:

- NOTE: THIS IS NOT A BUILDING APPROVAL with published standards To assess various features and quidelines, principally various Septic Tanks Codes published by EPA Victoria and others.
- Recommend an appropriate and environmentally sustainable treatment and disposal method for 2. 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.

# **Proposed Development**

Our report provides recommendations for a four-bedroom residence. However, we understand that Council has specifically requested that other habitable rooms be considered as potential bedrooms. Accordingly, we have also included recommendations for an equivalent six-bedroom residence. 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.

# 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 nonmarine.
- 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.

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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 Emmerson 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.

Compound	Borehole 1		Borehole 1		
Soil Depth	0-200 mm	Limitation	600-1,000 mm	Limitation	
pH (pH unit)	6.5 (slightly acid)	Nil	6.8 (neutral)	Nil	
Salinity (ECe, μS/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	

Table 1: Laboratory Results

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Table 2: 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* Drysdale ~ 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 provides 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	Vegetation Good grass cover		Not Required
Surface Waters			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 6- bedroom dwelling to limit effluent load, subject to COGG specific requirements

<sup>\*</sup> Closest / longest rainfall 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.

<sup>#</sup> Closest / longest evaporation recording station record in the area.



## 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-2<sup>nd</sup> 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 .

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/m2
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/m2
Salinity	< 2 dS/m	Nil	Not Required
рН	6.8 (neutral)	Nil	Not Required.
Cation Exchange Capacity	13 meq/100gr	Moderate	Ameliorate with addition of gypsum at a rate of 0.5 kg/m2
Exchangeable Sodium Percent	14.8%	Moderate	Ameliorate with addition of gypsum at a rate of 0.5 kg/m2
Sodium Absorption Ratio	6.65	Moderate	Ameliorate with addition of gypsum at a rate of 0.5 kg/m2

Table 3: Soil assessment

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. Acid sulfate soils

A review of the Department of Primary Industries' Acid Sulfate Soil Hazard Repurs vas undertaken in assessional the likelihood of acid sulfate soils occurring at or near the proposed effluent disposal area. The manning doesnot indicate the presence of acid sulfate soils in this location. Furthermore the step in a s

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Figure 3: Acid Sulfate Mapping, Source: GeoVic

Mapped watercourse / waterbody

## 6.7. Wastewater volume

In accordance with Guidelines for Onsite Wastewater Management May 2024 and EPA Guideline for Onsite Wastewater Effluent Dispersal and Recycling Systems May 2024 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

Development

\* 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.

On this basis we recommend the estimated wastewater volume produced to be:

- 750 L/day (4 bedroom residence)
- 1050 L/day (6 bedroom residence)



#### **Conclusions and Recommendations 7**.

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.

Our recommendations have been based on the proposed development of a four-bedroom residence. While Council has noted that the design includes additional rooms—such as leisure, sitting, or theatre rooms—that could potentially be converted into bedrooms, we consider such conversions to be highly irregular and unlikely in practice.

Nonetheless, to address Council's concerns, we have also provided recommendations based on an equivalent six-bedroom residence scenario. It is important to note that this assumption significantly increases the required Land Application Area (LAA), which may have implications for site layout and system design.

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 consideration of adding both lime and gypsum at a rate of 0.5 kg/m<sup>2</sup> 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 ultimated connected to the legal point of the legal point of the legal point. of discharge.

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# 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:

- 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:

- Effluent Nitrogen Concentration 25 mg/L
- Crop Nitrogen Uptake 220 kg/ha/yr

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# 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", we have determined that the following minimum irrigation areas are required to successfully disperse treated household wastewater on the site.

Table 4: Sub-surface irrigation disposal area size based on material type

Effluent volume produced (unlimited water supply)	Irrigation area required* (unlimited water supply)
4 bedrooms 750 L/day	210 m <sup>2</sup>
6 bedrooms 1050 L/day	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

The minimum irrigation required to satisfy the water balance is shown below.



Table 5: Sub-surface irrigation disposal area size based on water balance

Effluent volume produced (unlimited water supply)	Irrigation area required (unlimited water supply)
4 bedrooms 750 L/day	721 m <sup>2</sup>
6 bedrooms 1050 L/day	1009 m <sup>2</sup>

The minimum irrigation required to satisfy the nutrient balance is shown below.

Table 6: Sub-surface irrigation disposal area size based on nutrient balance

Effluent volume produced (unlimited water supply)	Irrigation area required (unlimited water supply)
4 bedrooms 750 L/day	249 m <sup>2</sup>
6 bedrooms 1050 L/day	348 m <sup>2</sup>

# 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 development on the site.

## 4 bedroom residence:

Table 7: Design sub-surface irrigation area for 4-bedroom residence

Calculation method	Irrigation area required
DIR from AS/NZS1547	210 m <sup>2</sup>
Water balance model	721 m <sup>2</sup>
Nutrient balance model	249 m <sup>2</sup>

## 6 bedroom residence:

Table 8: Design sub-surface irrigation area for 6-bedroom residence

Calculation method	Irrigation area required	
DIR from AS/NZS1547	375 m²	
Water balance model	1009 m²	
Nutrient balance model	348 m²	

Our calculations have shown the water balance model is the critical factor in determining the irrigation area.

Therefore, based on the calculations presented above and the Golden Plaint Wastewater Management Platouncil

requirements, we recommend the following minimum irrigation areas be propertion of ENVIRONMENT ACT 1987

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Minimum irrigation area for a 4 bedroom residence: 730 m<sup>2</sup>

Minimum irrigation area for a 6 bedroom residence: 1010 m<sup>2</sup>

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# 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", we have determined that the following minimum disposal ETA bed areas and ETA bed lengths are required to successfully disperse treated household wastewater on the site (assuming a bed width of 2 m).

- Minimum ETA bed area and length for a 4 bedroom residence: 150 m<sup>2</sup> and 75 m (respectively).
- Minimum ETA bed area and length for a 6 bedroom residence: 210 m<sup>2</sup> and 105 m (respectively).

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

The minimum ETA bed areas and ETA bed lengths required to satisfy the water balance is shown below (assuming a bed width of 2 m).

- Minimum ETA bed area and length for a 4 bedroom residence: 154.6 m<sup>2</sup> and 77.4 m (respectively).
- Minimum ETA bed area and length for a 6 bedroom residence: 216 m<sup>2</sup> and 108 m (respectively).

# 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 areas and ETA bed lengths are required to successfully disperse treated household wastewater for the proposed residence. ETA bed sizing calculations are shown in Appendix D.

Effluent volume produced	Minimum Effluent Disposal Area#	ETA Bed Width*	ETA Bed Length <sup>+</sup>
4 bedrooms 750 L/day	160 m <sup>2</sup>	2 m	80 m
6 bedrooms 1050 L/day	216 m <sup>2</sup>	2 m	108 m

<sup>#</sup> Not including the spacing between the ETA Bed units Recommended minimum spacing between trench/bed units: 2.0 m for clayey soils

# 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 \$ection REATER COELANGE EARLY COUNCIL way of example only).

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

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<sup>\*</sup> Bed width range between 1m and 4m, designer may choose a different width

<sup>+</sup> Maximum length of 20 m recommended



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.

# 7.7. Reserve field

The EPA Septic Tanks Code of Practice requires that provision for a "reserve" effluent disposar sield Plaine event that the primary disposal field fails, proves to be inadequate or needs to be lessed of the residual of the lessed not less than the size of the primary field and must be located on the site in compliance with anthomam **Sheet 16 of 60** setback distances etc. as described above.

Our analysis has shown there is sufficient available land for effluent disposal as shown an application our analysis has shown an application of the control of the control

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Approved By Subsurface irrigation.

Approved by Subsurface irrigation.

NOTE: THIS The node does not previous description of at least 50% of the required disposal area.

# 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

To ensure the system consistently achieves the minimum 20/30 effluent standard (i.e.,  $\leq$ 20 mg/L Biochemical Oxygen Demand and  $\leq$ 30 mg/L Suspended Solids), the aerated wastewater treatment system (AWTS) must be operated, monitored, and maintained in accordance with EPA Victoria's Onsite Wastewater Management Framework and the system's Certificate of Approval.

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 AWTS requires quarterly servicing (every 3 months) by an EPA-accredited service technician, with maintenance records kept and provided to Council upon request. Routine monitoring must confirm that:

- The aeration chamber is functioning effectively, with adequate dissolved oxygen levels and stable aerobic treatment performance.
- The irrigation pump and control floats are operating correctly and free from damage.



- The disinfection unit (e.g., chlorine, UV, or other approved method) is functioning where applicable, with correct dosing and sufficient residual disinfectant (chlorine systems).
- No solids carry-over is occurring from primary to secondary chambers.
- The irrigation field is performing properly with no surface ponding, leakage, odour, or blockage.
- Sludge accumulation is assessed annually and the tank desludged every 3–5 years, or as advised by the service technician.

The following guidelines regarding the care and operation of AWTS 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,
- Grease trap should be checked for blockages and pumped every 6-12 months,
- 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 irrigation 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
- Alarms or warning lights on the control panel
- Excess sludge or solids in inspection chambers

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# 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.

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The following list includes some suitable water tolerant plants:

Botanical Names	Common Names
Phragmites australis	
Canna x generakis	Canna Lily, Calla Lily, Ginger Lily
Acacia Howittii	Sticky Wattle
Callistemon citrinus	Crimson Bottlebrush
Callistemon macropunctatus	Scarlet Bottlebrush
Leptospermun lanigerum	Wooley Tea-Tree
Melaleuca decussate	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
	Bougainvilliea

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# **Appendix A**

**Site Plan** 

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# Site Plan Notes: General 1. Dimensions and areas shown are approximate only. 2. Minimum disposal areas shown for illustrative purposes only, required disposal area to be selected when the dwelling size is known. 3. Actual location of boreholes was determined by the presence of Burrows Rd 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** Option 2: Minimum ETA beds disposal area 4 bedrooms = 280 m<sup>2</sup> (ETA bed area = 160 m<sup>2</sup> Spacing between beds = 120 m<sup>2</sup>) 4. Recommended minimum spacing between trench/bed units: 2.0m. 5. Bed width range between 1m and 4m, designer may choose a different 6. Maximum ETA bed length of 20m recommended. GREATER GEELONG C PLANNING ENVIRONMENTAL REATER GEELONG PLANNING SCHEM **Endorsed Plan** Planning Permit No: PP-1105-2024 Condition No: 1a Sheet 24 of 60 **Approved By Peter Watkins** Approved Date 12/12/2025 NOTE: THIS IS NOT A BUILDING APPROVAL

waterbody



Legend:

39 McKillop Street, Geelong 3220
P.O. Box 919 Geelong 3220
P: (03) 5201 1811 F: (03) 5229 2909
www.stqc.com.au

# Borehole Locations Development Area Min. disposal area LSIO Site slope Setback distance Watercourse /

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: 20/11/2025

Approved by: C.F.

Date: 20/11/2025





**Appendix B** 

**Borehole Logs** 

**Soil and Rock Symbols** 

**Soil and Rock Descriptions** 

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# **BOREHOLE LOG**



Cli	ient: 🤄	Sally W	/atson			Proje	ect No.:	18197G-	LCA		Sheet: 1 of 1	
Locat	ion: 8	31-117	Burrows Road	_		Boreh	ole No:	BH 1		•	Logged by: O.R.	
		Swan E	Bay, Victoria	-		In	v. Date:	21/02/20	2/2025		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	
<u>-</u>	:		Clayey Sand (Fine Sandy Loam) Grey Weakly structured	FSL	-	We	D	М			Tertiary age sediments Brighton Group (Nb)	
0.2	0.20	::::	Dense, moist  CLAY, some sand (Medium Clay)	МС		Str	F	D	pH EC	6.5 220	0-0.20m 0-0.20m	
0.3	1.00		Pale yellow, red ochre mottles Strongly structured Stiff, slightly moist  Becoming sandier and mottled pale						pH EC SAR CEC ESP P Sorp EAT	2230	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	
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-								App	roved	Date	12/12/2025	
1.5	1.50 =	===	Borehole 1 terminated at 1.5m		$\dashv$		NOTE	THIS	IS NO	IABU	ILDING APPROVAL	
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moistur D SM M W Sat	Dry Slightly Moist Wet	Moist	Degree of Weathering  RS Residual Soil  XW Extremely Weathered Rock  HW Highly Weathered Rock  MW Moderately Weathered Rock  SW Slightly Weathered Rock	VS ve S se F fin St se	ery so oft rm stiff		Fb friable VL very I L loose MD medic D dense	oose ım dense	Ma Massi SG Single We Weak Mo Mode	e grained rate	Method:  Hand Auger  ✓ Auger Drilling  Roller/Tricone  Washbore  Non Destructive Digging	
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# **BOREHOLE LOG**



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Depth (metres)	Graphic Log	Material Description	Soil Texture	Structure	Consistency Density	Moisture	Sample / Test	Test Results	Geology and additional	
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ept	Gre		So	Ö	00	2	San	ĕ		
							u,			
_	::::	Clayey Sand (Fine Sandy Loam)	FSL	We	D	М			Tertiary age sediments Brighton Group (Nb)	
_	• • • • •	Grey Weakly structured							Brighton Group (ND)	
	0.15	Dense, moist								
0.2			140	01	_					
_		CLAY, some sand (Medium Clay) Pale yellow, red ochre mottles	MC	Str	F	D				
	===	Strongly structured								
		Stiff, slightly moist								
0.3										
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0.5										
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0.9										
_	100									
_	1.00	Borehole 2 refused at 1m								
		on hard dry clay								
1.1										
_										
									SEELONG CITY COUNCIL	
						_			ENVIRONMENT ACT 198	
1.2						G	REATE	ER GE	ELONG PLANNING SCHE	:ME
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1.4							Plar		Permit No: PP-1105-2024	
									ondition No: 1a	
_									Sheet 27 of 60	
_									ved By Peter Watkins	
1.5								Appro	ved Date 12/12/2025	
_							<u></u>	110.10		
-						NC	)   E:	118 18	NOT A BUILDING APPRO	VAI
-										
1.7										
_										
moisture	):	Degree of Weathering	Consister	ncy/density:	<u>I                                     </u>	<u> </u>	Structure		Method:	
	Dry	RS Residual Soil	VS very		Fb friable	Э	Ma Massi	ve	Hand Auger	
	Slightly Moist	XW Extremely Weathered Rock	S soft		VL very lo	oose	SG Single	-	Auger Drilling	
	Moist Wet	HW Highly Weathered Rock	F firm St stiff		L loose MD mediu	ım dense	We Weak Mo Mode		Roller/Tricone	
	Saturated	MW Moderately Weathered Rock SW Slightly Weathered Rock	VSt very	stiff	D dense		Str Stron		Washbore Non Destructive Digging	
Jui	-alaratea	FR Fresh Rock	H hard		VD very d		5 5511	9	L Desirative Bigging	

### **GEOLOGICAL SYMBOLS FOR SOIL AND ROCK**



### **SOILS**

### **SEDIMENTARY ROCKS**



Boulders & Cobbles



Gravel



Sand



Silt



Clay



Peat

### **FILL**



Asphalt / Sprayed Seal



Crushed Rock



Concrete



Fill

### **METAMORPHIC ROCKS**



Coarse grained



Medium grained



Fine grained



Limestone



Conglomerate



Breccia



Sandstone



Siltstone



Mudstone



Coal



Tuff



Gypsum

### **IGNEOUS ROCKS**



Coarse grained



Medium grained



Fine grained

### **WEATHERED ROCK**



Weathered profile

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

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### **SOIL DESCRIPTIONS - Explanation Sheet (1 of 2)**



### **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)
0	Boulders		> 200
Oversize	Cobbles		63 - 200
		Coarse	19 - 63
	Gravel	Medium	6.7 – 19
Coarse Grained		Fine	2.36 – 6.7
Soil		Coarse	0.6 - 2.36
	Sand	Medium	0.21 – 0.6
		Fine	0.075 – 0.21
Fine	Silt		0.002 - 0.075
Grained Soil	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

GREATER GEELONG OF WITH WITH CHILD BEAUTIES TO THE TOTAL TOT

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### **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	Н	> 200

### **Secondary Soil Components**

The proportions of secondary constituents of soils are described as:

Designation of components	% Sand/gravel	Terminology
Minor	≤ 15	Add 'trace'
Minor	> 15, ≤ 30	Add 'with sand/gravel'
Secondary	> 30	Prefix soil name as 'sandy' or 'gravelly'

### **SOIL DESCRIPTIONS** - Explanation Sheet (2 of 2)



### 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'	≤ 15	Add 'trace clay/silt'
MINOL	> 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

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

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# **ROCK DESCRIPTIONS** - Explanation Sheet (1 of 2)



### **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 <sub>s(50)</sub> (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	М	> 0.3 and ≤ 1	> 6 and ≤ 20
High Strength	Н	> 1 and ≤ 3	> 20 and ≤ 60
Very High Strength	VH	> 3 and ≤ 1 <u>0</u>	> 60 and ≤ 200
Extremely High Strength	EH	> 10 GRE	ATER GEELONG CITY CO

PLANNING ENVIRONMENT ACT 1987 GREATER GEELONG PLANNING SCHEME

### **Degree of Weathering**

The degree of weathering of rock is classified as follows:

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**Sheet 31 of 60** Term Abbreviation Description Material has soil properties, i.e. it can be remoulded and classified as a soil. Watkir RS Residual soil Texture of the original rock is no longer visible. Approved Date 12/12/2026 Rock has soil properties, i.e. it can be remoulded and classified as a soil but the Extremely weathered XW texture of the original rock is still INIGETE: THIS IS NOT A BUILDING APPROVAL 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 Highly weathered HW products in pores. Moderately weathered MW Rock is discoloured, usually by iron staining Rock is slightly discoloured but shows little or no change of strength from fresh Slightly weathered SW 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% carbor		Ejected from a volcano
			Low porosity	Porous	
> 2	Conglomerate (rounded grains)			Calcirudite	Agglomerate (rounded grains)
	Breccia (angular / irregular fragments)		Limestone or		Volcanic Breccia (angular / irregular fragments)
0.06 - 2	Sandstone		Dolomite	Calcarenite	Tuff
0.002 - 0.06	Mudatana	Siltstone		Calcisiltite	Fine Crained Tuff
< 0.002	Mudstone	Claystone		Calcilutite	Fine Grained Tuff

### **Guide to Naming Igneous Rocks**

Crain sins (mans)	Massive crystalline								
Grain size (mm)	Much quartz (felsic)	<b>—</b>	Little quartz (mafic)						
Coarse (> 2)	Granite	Diorite	Gabbro						
Medium (0.06 – 2)	Microgranite	Microdiorite	Dolerite						
Fine (< 0.06)	Rhyolite	Andesite	Basalt						

# **ROCK DESCRIPTIONS** - Explanation Sheet (2 of 2)



### **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	Serpentinite: Usually grey and green
	Slate: Well developed planar cleavage	Hornfels: Fine grained rock formed by thermal metamorphism

### **Rock Defect Types**

	Туре	Sub-type	Definition	Diagram
	Parti	ing	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.	
	Joii	nt	A surface or crack with no apparent shear displacement and across with 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.	
	Sheared	surface	A near planar, curved or undulating surface which is usually smooth, polished or slickensided and which shows evidence of shear displacement.	
	Sheared	d zone	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.	
		Sheared	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.	
	<del></del>	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.	
	R GEELONG		HL .	
	G ENVIRONM			
GREATER	GEELONG PLA	-	of soil material, often with gradational boundaries.	00000
	England 15	weathered	Formed by weathering of the rock material in place.	Jan 1777
Dlamain	Endorsed P			Seam
Plannin	ia Fermit No:	PP-11U0-2UZ/	4 1	

Planning Permit No: PP-1105-2024

Condition No: 1a Sheet 32 of 60 Approved By Peter Watkins Approved Date 12/12/2025



# **Appendix C**

# **Site Photographs**

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

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### 81-117 Burrows Road - Photographs



Photo 1: Existing site conditions, proposed dwelling location.



Photo 2: Existing site conditions, drilling at proposed effluent disposal area.



39 McKillop Street, Geelong 3220
P.O. Box 919 Geelong 3220
www.stqc.com.au

Title: Photographs

**Locality:** 81-117 Burrows Road Swan Bay, Victoria Project No: 18197G-LCA

Prepared by: O.R.

Date: 20/11/2025

### 81-117 Burrows Road - Photographs



Photo 3: Excavated material from borehole 1.

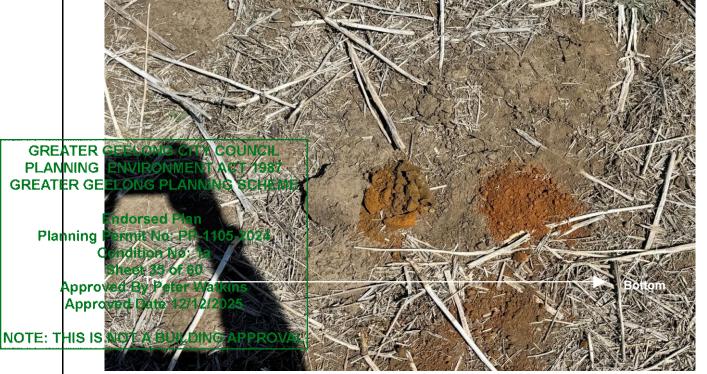


Photo 4: Excavated material from borehole 2.



39 McKillop Street, Geelong 3220
P.O. Box 919 Geelong 3220
www.stqc.com.au

Title: Photographs

**Locality:** 81-117 Burrows Road Swan Bay, Victoria

**Project No:** 18197G-LCA **Prepared by:** O.R.

Date: 20/11/2025



### **Appendix D**

### **Water Balance & Nutrient Balance Models**

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

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# EYICTORIAN LAND CAPABILITY ASSESSMENT FRAMEWORK

Planning Permit No: PP-1105-2024

ConditionWATER BALANCE MODEL - SUBSURFACE IRRIGATION

Sheet 37 of 60

Approved By Peter Watkins Approved Date 12/12/2025 Assessor: Omar Reyes St Quentin

Location: 81-117 Burrows Road

Swan Bay, Victoria

Project No.: 18197G-LCA

**Date:** 17/03/2025

IRRIGATIO	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 m²	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							

	days	31	28	31	30	31	30	31	31	30	31	30	31	005
				01	00	01	30	31	<b>७</b> ।	30	<b>७</b> ।	30	31	365
	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
	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
	unitless	8.0	8.0	0.7	0.7	0.6	0.6	0.6	0.6	0.7	8.0	8.0	8.0	
ExC	mm/month	162	134	101	68	40	30	33	44	67	103	126	148	1057.56
DIR x D	mm/month	62	56	62	60	62	60	62	62	60	62	60	62	730
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
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
(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
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
	mm/month	0	0	0	0	0	0	0	0	0	0	0	0	
(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	
	mm	0	0	0	0	0	0	0	0	0	0	0	0	
	mm	0												
NxL	L	0												
STORAGE	m²	127	128	179	309	656	721	569	516	335	201	167	139	
`	DIR x D ET + B R x RF (Q x D) / L RR+W RR+W)-(ET+B)	E x C mm/month DIR x D mm/month ET + B mm/month  R x RF mm/month (Q x D) / L mm/month RR+W mm/month  RR+W mm/month mm/month mm mm N x L L	unitless         0.8           E x C         mm/month         162           DIR x D         mm/month         62           ET + B         mm/month         224.5           R x RF         mm/month         40.8           (Q x D) / L         mm/month         31.8           RR+W         mm/month         72.6           RR+W)-(ET+B)         mm/month         -151.8           mm         0           mm         0           mm         0           N x L         L         0	unitless         0.8         0.8           E x C         mm/month         162         134           DIR x D         mm/month         62         56           ET + B         mm/month         224.5         190.2           R x RF         mm/month         40.8         25.6           (Q x D) / L         mm/month         31.8         28.8           RR+W         mm/month         72.6         54.4           RR+W)-(ET+B)         mm/month         -151.8         -135.8           mm         0         0           mm         0         0           N x L         L         0	unitless         0.8         0.8         0.7           E x C         mm/month         162         134         101           DIR x D         mm/month         62         56         62           ET + B         mm/month         224.5         190.2         163.3           R x RF         mm/month         40.8         25.6         33.6           (Q x D) / L         mm/month         31.8         28.8         31.8           RR+W         mm/month         72.6         54.4         65.4           MR+W)-(ET+B)         mm/month         -151.8         -135.8         -97.9           mm         0         0         0           N x L         L         0         0	E x C         mm/month         162         134         101         68           DIR x D         mm/month         62         56         62         60           ET + B         mm/month         224.5         190.2         163.3         127.8           R x RF         mm/month         40.8         25.6         33.6         55           (Q x D) / L         mm/month         31.8         28.8         31.8         30.8           RR+W         mm/month         72.6         54.4         65.4         85.8           RR+W)-(ET+B)         mm/month         -151.8         -135.8         -97.9         -42.0           mm         0         0         0         0         0           N x L         L         0         0         0	E x C         mm/month         162         134         101         68         40           DIR x D         mm/month         62         56         62         60         62           ET + B         mm/month         224.5         190.2         163.3         127.8         102.1           R x RF         mm/month         40.8         25.6         33.6         55         66.7           (Q x D) / L         mm/month         31.8         28.8         31.8         30.8         31.8           RR+W         mm/month         72.6         54.4         65.4         85.8         98.5           RR+W)-(ET+B)         mm/month         -151.8         -135.8         -97.9         -42.0         -3.6           mm         0         0         0         0         0         0           N x L         L         0         0         0         0         0	E x C         mm/month         162         134         101         68         40         30           DIR x D         mm/month         62         56         62         60         62         60           ET + B         mm/month         224.5         190.2         163.3         127.8         102.1         89.5           R x RF         mm/month         40.8         25.6         33.6         55         66.7         58.3           (Q x D) / L         mm/month         31.8         28.8         31.8         30.8         31.8         30.8           RR+W         mm/month         72.6         54.4         65.4         85.8         98.5         89.1           RR+W)-(ET+B)         mm/month         -151.8         -135.8         -97.9         -42.0         -3.6         -0.4           mm         0         0         0         0         0         0         0           N x L         L         0         0         0         0         0         0	E x C         mm/month         162         134         101         68         40         30         33           DIR x D         mm/month         62         56         62         60         62         60         62           ET + B         mm/month         224.5         190.2         163.3         127.8         102.1         89.5         95.5           R x RF         mm/month         40.8         25.6         33.6         55         66.7         58.3         54.6           (Q x D) / L         mm/month         31.8         28.8         31.8         30.8         31.8         30.8         31.8           RR+W         mm/month         72.6         54.4         65.4         85.8         98.5         89.1         86.4           RR+W)-(ET+B)         mm/month         -151.8         -135.8         -97.9         -42.0         -3.6         -0.4         -9.1           mm         0         0         0         0         0         0         0           N x L         L         0         0         0         0         0         0         0	E x C         mm/month         162         134         101         68         40         30         33         44           DIR x D         mm/month         62         56         62         60         62         60         62         62           ET + B         mm/month         224.5         190.2         163.3         127.8         102.1         89.5         95.5         105.9           R x RF         mm/month         40.8         25.6         33.6         55         66.7         58.3         54.6         60.8           (Q x D) / L         mm/month         31.8         28.8         31.8         30.8         31.8         30.8         31.8         31.8           RR+W         mm/month         72.6         54.4         65.4         85.8         98.5         89.1         86.4         92.6           RR+W)-(ET+B)         mm/month         -151.8         -135.8         -97.9         -42.0         -3.6         -0.4         -9.1         -13.3           mm         0         0         0         0         0         0         0         0           N x L         L         0         0         0         0         0	E x C         mm/month         162         134         101         68         40         30         33         44         67           DIR x D         mm/month         62         56         62         60         62         60         62         62         60           ET + B         mm/month         224.5         190.2         163.3         127.8         102.1         89.5         95.5         105.9         126.7           R x RF         mm/month         40.8         25.6         33.6         55         66.7         58.3         54.6         60.8         59.6           (Q x D) / L         mm/month         31.8         28.8         31.8         30.8         31.8	Ex C         mm/month         162         134         101         68         40         30         33         44         67         103           DIR x D         mm/month         62         56         62         60         62         60         62         62         60         62           ET + B         mm/month         224.5         190.2         163.3         127.8         102.1         89.5         95.5         105.9         126.7         165.4           R x RF         mm/month         40.8         25.6         33.6         55         66.7         58.3         54.6         60.8         59.6         50           (Q x D) / L         mm/month         31.8         28.8         31.8         30.8         31.8         31.8         30.8         31.8         30.8         31.8         30.8         31.8         30.8         31.8         30.8         31.8         30.8         31.8         30.8         31.8         30.8         31.8         30.8         31.8         30.8         31.8         30.8         31.8         30.8         31.8         30.8         31.8         30.8         31.8         30.8         31.8         30.8         31.8         30.8	Ex C         mm/month         162         134         101         68         40         30         33         44         67         103         126           DIR x D         mm/month         62         56         62         60         62         60         62         62         60         60         85         95         51         73	E x C         mm/month         162         134         101         68         40         30         33         44         67         103         126         148           DIR x D         mm/month         62         56         62         60         62         60         62         62         60         60         80         80         80 <t< td=""></t<>

**Endorsed Plan** 

Planning Permit No: PP-1105-2024

Condition No: 1a

VIOTORIANDLAND CAPABILITY ASSESSMENT FRAMEWORK

**Approved By Peter Watkins** 

Approved Date 12/12/2025 LANCE MODEL - SUBSURFACE IRRIGATION



Project No.: 18197G-LCA

NOTE: THIS IS NOT A BUILDING APPROVAL

Client: Sally Watson Location: 81-117 Burrows Road

Assessor: Omar Reyes Swan Bay, Victoria Date: 17/03/2025

LAND APPLICA	LAND APPLICATION AREA REQUIRED BASED ON NITROGEN BALANCE											
		INF	PUT DATA <sup>1</sup>									
Wastewater Loading Nutrient Crop Uptake												
Hydraulic Load	750	L/day	Crop N Uptake	220	kg/ha/yr	Which equals	60.27	mg/m²/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	ma/dav	_									

	NITROGEN BALANCE BASED ON ANNUAL CROP UPTAKE RATES											
Minimum Area required	d with zero buff	er		Determination of Buffer Zone Size for a Nominated Land Appl	ication Area	a (LAA)						
Nitrogen		249	m <sup>2</sup>	Nominated LAA Size from Water Balance	730	m <sup>2</sup>						
				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 m<sup>2</sup>

### **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

Units

Endorsed PER BALANCE MODEL - ETA SYSTEMS / TRENCHES / BEDS

**Formula** 



Sep

Oct

Nov

Planning Permit No: PP-1105-2024

Condition: NSally aVatson

Location: 81-117 Burrows Road

Project No.: 18197G-LCA

Alsessop of Mar Reyes
Approved By Peter Watkins

Parameter

Swan Bay, Victoria

**Date:** 17/03/2025

Dec

Total

Approved Date 12/12/2025

# DISPOSAL AREA SIZING USING NOMINATED AREA WATER BALANCE

NOTE: T	HIS IS NOT A BUILDING APPRO\	/AL	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 m²	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 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
	Design storage depth:	250 mm	Maximum storage depth of 550mm

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Jan

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Days in month (D):	<u> </u>	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	8.0	8.0	0.7	0.7	0.6	0.6	0.6	0.6	0.7	8.0	8.0	8.0	
OUTPUTS															
Evapotranspiration (ET):	ExC	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	155	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	107.4	97.0	107.4	103.9	107.4	103.9	107.4	107.4	103.9	107.4	103.9	107.4	1264.6
Inputs:	RR+W	mm/month	148.2	122.6	141.0	158.9	174.1	162.2	162.0	168.2	163.5	157.4	155.6	150.0	1863.9
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	-169.3	-151.6	-115.3	-58.8	-21.0	-17.3	-26.5	-30.7	-53.2	-101.0	-120.6	-153.4	
Increase in depth of stored effluent		mm/month	-564.3	-505.4	-384.3	-196.1	-70.1	-57.6	-88.3	-102.2	-177.2	-336.8	-402.0	-511.3	
Cumulative Storage (M):		mm/month	0.0	0.0	0.0	0.0	0.0	0.0	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):	NxL	L	0												
LAND AREA REQUIRED FOR ZE	RO STORAGE	m <sup>2</sup>	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 m <sup>2</sup>		Area 1	or desi	an stor	age (L):	216 m <sup>2</sup>	!		Lenat	h for de	sian st	orage :	108 m
Wilnimum ETA Ded area for Zero	storage:	186 M²		Area 1	or desi	gn stora	age (L):	216 m <sup>2</sup>			Lengt	n tor ae	esign st	orage :	10

# EYICTORIAN LAND CAPABILITY ASSESSMENT FRAMEWORK

Planning Permit No: PP-1105-2024

Condition WASTER BALANCE MODEL - SUBSURFACE IRRIGATION

Sheet 40 of 60

Approved By Peter Watkins Approved Date 12/12/2025 Assessor: Omar Reyes St Quentin

Location: 81-117 Burrows Road

Swan Bay, Victoria

Project No.: 18197G-LCA

**Date:** 17/03/2025

IRRIGATIO	IRRIGATION AREA SIZING USING NOMINATED AREA WATER BALANCE FOR ZERO STORAGE								
		INPUT DATA							
Number of bedrooms:	6	Actual number of bedrooms of proposed building							
Water supply:		Limited (water sourced only from rain water collection) or unlimited (reticulated water supply proposed)							
Design Wastewater Flow (Q):	1050 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:	525 m <sup>2</sup>	Based on material type and through interpretation of Table 5.1 & 5.2 of AS/NZS 1547:2012							
Crop Factor (C):		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							

( C	days mm/month mm/month unitless  mm/month mm/month mm/month	31 40.8 203.1 0.8 162 62 224.5	28 25.6 167.8 0.8 134 56 190.2	31 33.6 144.7 0.7 101 62 163.3	30 55 96.8 0.7 68 60 127.8	31 66.7 66.9 0.6 40 62 102.1	30 58.3 49.2 0.6 30 60 89.5	31 54.6 55.8 0.6 33 62 95.5	31 60.8 73.1 0.6 44 62 105.9	30 59.6 95.3 0.7 67 60	31 50 129.3 0.8	30 51.7 157.8 0.8 126 60	31 42.6 185.5 0.8 148 62	
x D + B	mm/month unitless mm/month mm/month	203.1 0.8 162 62	167.8 0.8 134 56	144.7 0.7 101 62	96.8 0.7 68 60	66.9 0.6 40 62	49.2 0.6 30 60	55.8 0.6 33 62	73.1 0.6 44 62	95.3 0.7 67 60	129.3 0.8 103 62	157.8 0.8	185.5 0.8	1425.3 1057.56
x D + B	unitless mm/month mm/month	0.8 162 62	0.8 134 56	0.7 101 62	0.7 68 60	0.6 40 62	0.6 30 60	0.6 33 62	0.6 44 62	0.7 67 60	0.8 103 62	0.8	0.8	1057.56
x D + B	mm/month mm/month	162 62	134 56	101 62	68 60	40 62	30 60	33 62	44 62	67 60	103 62	126	148	
x D + B	mm/month	62	56	62	60	62	60	62	62	60	62			
x D + B	mm/month	62	56	62	60	62	60	62	62	60	62			1057.56 730
+ B	•											60	62	730
	mm/month	224.5	190.2	163.3	127.8	102 1	80.5	95.5	105.0					
						102.1	09.5	33.3	105.9	126.7	165.4	186.2	210.4	1787.6
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
D) / L	mm/month	32.2	29.1	32.2	31.2	32.2	31.2	32.2	32.2	31.2	32.2	31.2	32.2	379.3
+W	mm/month	73.0	54.7	65.8	86.2	98.9	89.5	86.8	93.0	90.8	82.2	82.9	74.8	978.6
	mm/month	0	0	0	0	0	0	0	0	0	0	0	0	
-(ET+B)	mm/month	-151.5	-135.5	-97.5	-41.6	-3.2	0.0	-8.7	-12.9	-35.9	-83.2	-103.3	-135.6	
	mm	0	0	0	0	0	0	0	0	0	0	0	0	
	mm	0												
x L	L	0												
RAGE	m²	177	179	251	433	918	1009	796	722	469	282	234	194	
) ;	D) / L t+W )-(ET+B) x L RAGE	D) / L mm/month mm/month mm/month h-(ET+B) mm/month mm mm x L L  RAGE m²	D) / L mm/month 32.2  H+W mm/month 73.0  mm/month 0  -151.5  mm 0  mm 0  x L L 0  RAGE m² 177	D) / L mm/month 32.2 29.1 A+W mm/month 73.0 54.7 mm/month 0 0 )-(ET+B) mm/month -151.5 -135.5 mm 0 0 mm 0 x L L 0 RAGE m <sup>2</sup> 177 179	D) / L mm/month 32.2 29.1 32.2   H+W mm/month 73.0 54.7 65.8    mm/month 0 0 0 0    -(ET+B) mm/month -151.5 -135.5 -97.5    mm 0 0 0    mm 0 0 0 0    x L L 0 0    RAGE m² 177 179 251	D) / L mm/month 32.2 29.1 32.2 31.2 mm/month 73.0 54.7 65.8 86.2 mm/month 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	D) / L mm/month 32.2 29.1 32.2 31.2 32.2 31.4	D) / L mm/month 32.2 29.1 32.2 31.2 31	D) / L mm/month 32.2 29.1 32.2 31.2 32.2 31.2 32.2 32.2 31.2 32.2 32	D) / L mm/month 32.2 29.1 32.2 31.2 32.2 31.2 32.2 32.2 32.2 32	D) / L mm/month 32.2 29.1 32.2 31.2 32.2 32	D) / L mm/month 32.2 29.1 32.2 31.2 32.2 31.2 32.2 32.2 31.2 32.2 32	D) / L mm/month 32.2 29.1 32.2 31.2	D) / L mm/month 32.2 29.1 32.2 31.2 32.2 32

### VICTORIAN LAND CAPABILITY ASSESSMENT FRAMEWORK





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 Crop N Uptake 1050 L/day 220 kg/ha/yr Which equals 60.27 mg/m<sup>2</sup>/day Effluent N Concentration 25 mg/L % N Lost to Soil Processes (Geary & Gardner 1996) 0.2 Decimal Total N Loss to Soil mg/day 5250 Remaining N Load after soil loss 21000 mg/day

		NITR	OGEN BAL	ANCE BASED ON ANNUAL CROP UPTAKE RATES		
Minimum Area required	d with zero buffe	er		Determination of Buffer Zone Size for a Nominated Land Appli	cation Area	(LAA)
Nitrogen		348	m <sup>2</sup>	Nominated LAA Size from Water Balance	1010	$m^2$
				Predicted N Export from LAA	-14.56	kg/year
				Minimum Buffer Required for excess nutrient	0	$m^2$

### MINIMUM AREA REQUIRED FOR ZERO BUFFER: 348 m<sup>2</sup>

**NOTES** 

- 1 Model sensitivity to input parameters will affect the accuracy of the result obtained. Where possible site specific data should be used. Otherwise appropriate propriate propr 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

**GREATER GEELONG CITY COUNCIL GREATER GEELONG PLANNING SCHEME** 

> Endorsed Plan Planning Permit No: PP-1105-2024 Condition No: 1a

Sheet 41 of 60 Approved By Peter Watkins Approved Date 12/12/2025

Approved Date 12/12/2025

Pan Evaporation Data

Design storage depth

Minimum ETA bed area for zero storage:

Parameter

# VICTORIAN LAND CAPABILITY ASSESSMENT FRAMEWORK Endorsed Plan

Geelong Salines (087184)

250 mm

Unite

260 m<sup>2</sup>

Formula

Planning Permit Noverter BALANGE MODEL - ETA SYSTEMS / TRENCHES / BEDS

Condition No: 1a Client: Sally Watson Sheet 42 of 60 Location: 81-117 Burrows Road Approved By Peter Watkins

Swan Bay, Victoria

# St Quentin

Project No.: 18197G-LCA

Oat

Nov

Length for design storage: 108 m

Daa

Total

Date: 17/03/2025

### DISPOSAL AREA SIZING USING NOMINATED AREA WATER BALANCE

NOTE: T<del>HIS IS NOT A BUILDING APPROVAL</del> **INPUT DATA** 6 Number of Bedrooms 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) 1050 L/day Based on maximum potential occupancy and derived from Table 4 in the EPA Code of Practice (July 2016) Design Loading Rate (DLR): Based on soil texture class/permeability and derived from Table 9 in the EPA Code of Practice (July 2016) 5.0 mm/day Minimum Disposal Area 210 m<sup>2</sup> 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 105.0 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 onsite and infiltrates, allowing for any runoff Rainfall Data Drysdale (87144) BoM Station and number or 70th Percentile from Council Specific Data

BoM Station and number

lan

Maximum storage depth of 550mm

Fah

Parameter	Formula	Units	Jan	reb	war	Apr	iviay	Jun	Jui	Aug	Sep	Oct	NOV	Dec	ıotai
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	8.0	8.0	0.7	0.7	0.6	0.6	0.6	0.6	0.7	8.0	8.0	8.0	
OUTPUTS															
Evapotranspiration (ET):	ExC	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	155	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	17.8	0.0	0.0	
Max. Storage for Nominated Area (N):		mm	250												
Max. Volume for Nominated Area (V):	NxL	L	54119												
LAND AREA REQUIRED FOR ZE	RO STORAGE	m²	117.64	118.24	146.17	193.54	253.43	259.86	243.13	235.77	200.50	156.16	140.29	124.81	

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Area for design storage (L): 216 m<sup>2</sup>

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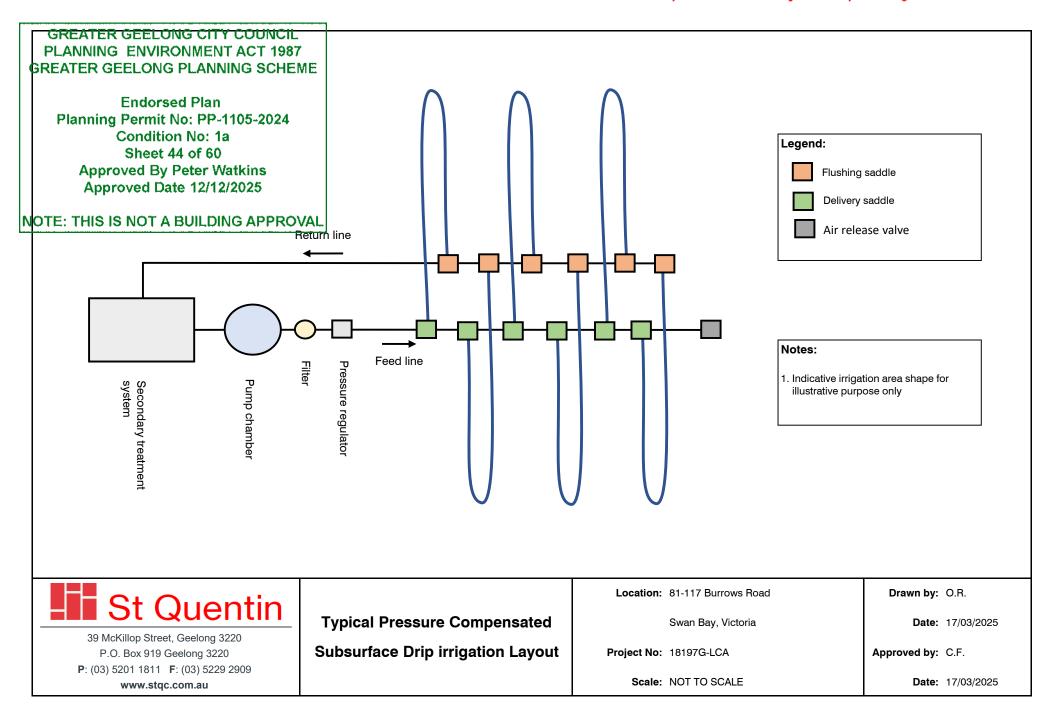


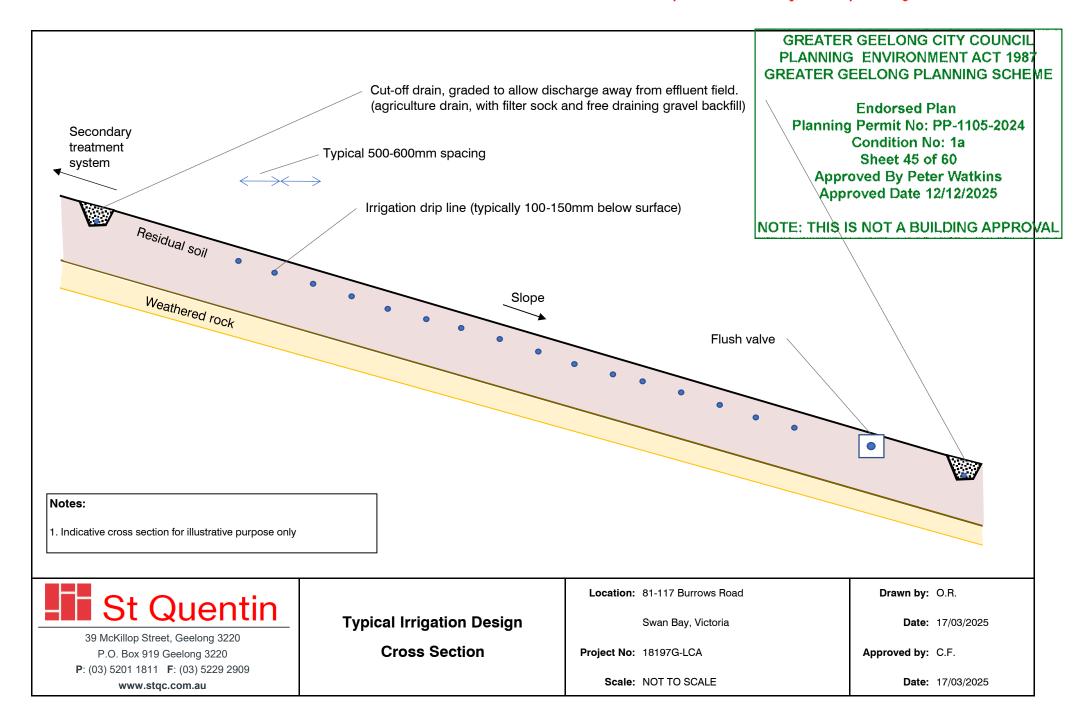
# **Appendix E**

# **Typical Subsurface Irrigation System Layout & Cross Section**

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

Endorsed Plan
Planning Permit No: PP-1105-2024
Condition No: 1a
Sheet 43 of 60
Approved By Peter Watkins
Approved Date 12/12/2025





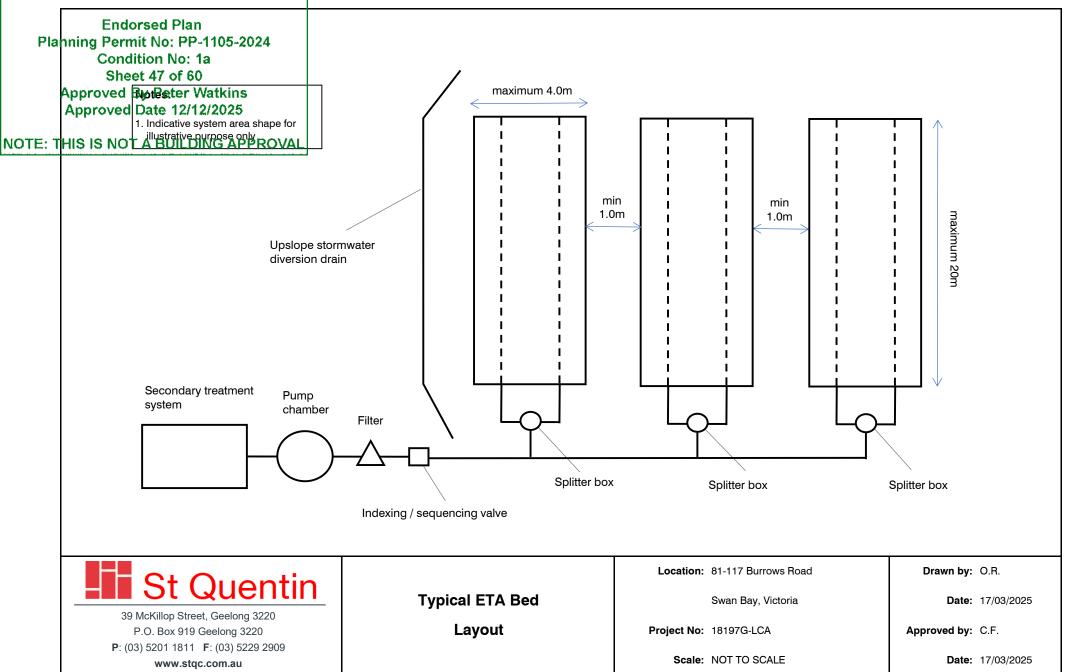


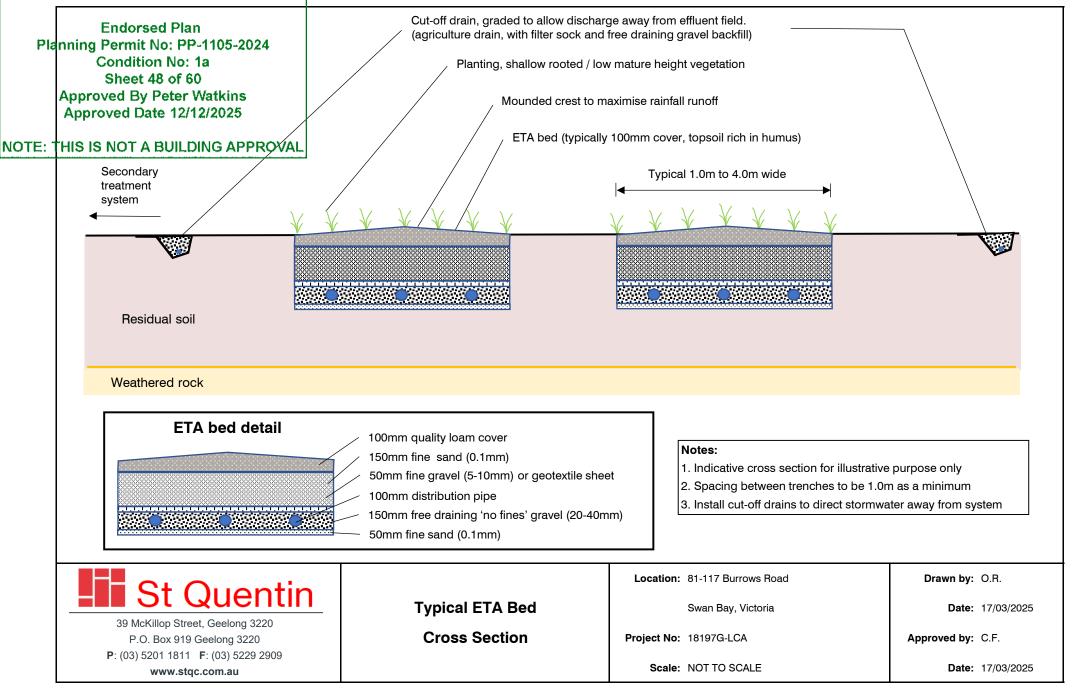
# **Appendix F**

# **Typical ETA Bed System Layout & Cross Section**

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

Endorsed Plan
Planning Permit No: PP-1105-2024
Condition No: 1a
Sheet 46 of 60
Approved By Peter Watkins
Approved Date 12/12/2025







# **Appendix G**

# **Planning Report**

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

Endorsed Plan
Planning Permit No: PP-1105-2024
Condition No: 1a
Sheet 49 of 60
Approved By Peter Watkins
Approved Date 12/12/2025



Department of Transport and Planning

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 www.aeelonaaustralia.com.au

Council Property Number: 324070

Planning Scheme: **Greater Geelong** Planning Scheme - Greater Geelong

Directory Reference: Melway 472 J8

**UTILITIES STATE ELECTORATES** 

Rural Water Corporation: **Southern Rural Water** Legislative Council: **WESTERN VICTORIA** 

Urban Water Corporation: Barwon Water Legislative Assembly: **BELLARINE** 

Melbourne Water: **Outside drainage boundary** 

Power Distributor: **POWERCOR OTHER** 

Registered Aboriginal Party: Wadawurrung Traditional

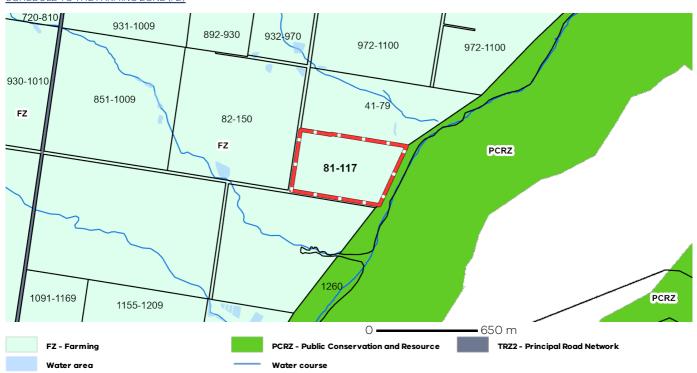
**Owners Aboriginal Corporation** 

# **Planning Zones**

View location in VicPlan

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

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

**Endorsed Plan** Planning Permit No: PP-1105-2024 Condition No: 1a **Sheet 50 of 60** 

authenticity of tApproved By Petern Watkins of any liability t

Approved Date 12/12/2025

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PLANNING PROPERTY REPORT: 81-117 BURROWS ROAD SWAN BAY 3225

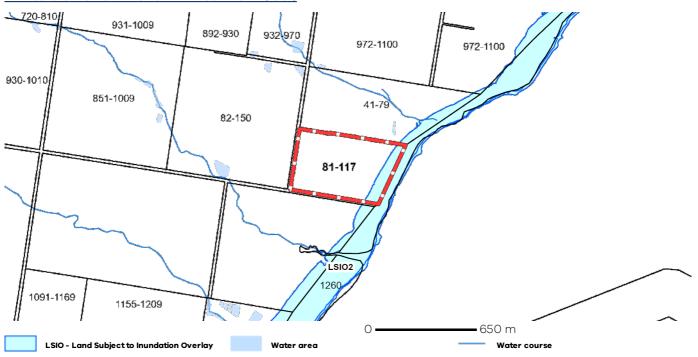


Department of Transport and Planning

### **Planning Overlays**



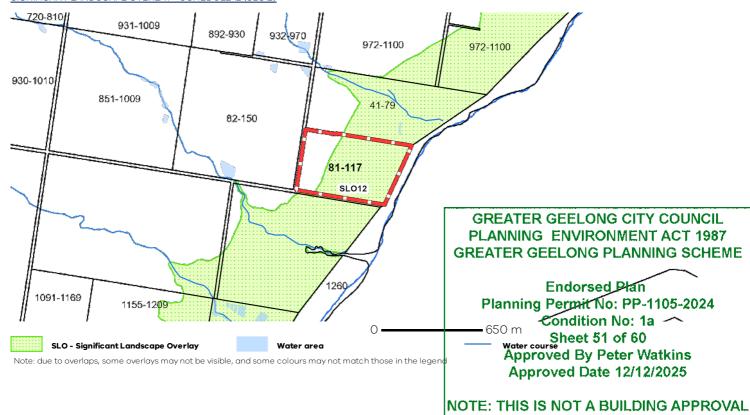




Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

### SIGNIFICANT LANDSCAPE OVERLAY (SLO)

### SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 12 (SLO12)



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Department of Transport and Planning

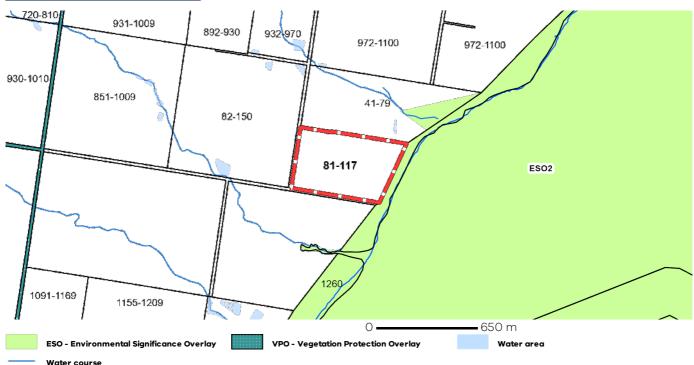
### **Planning Overlays**

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

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

**Endorsed Plan** Planning Permit No: PP-1105-2024 Condition No: 1a **Sheet 52 of 60** Approved By Peter Watkins Approved Date 12/12/2025

NOTE: THIS IS NOT A BUILDING APPROVAL

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Department of Transport and Planning

### **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.

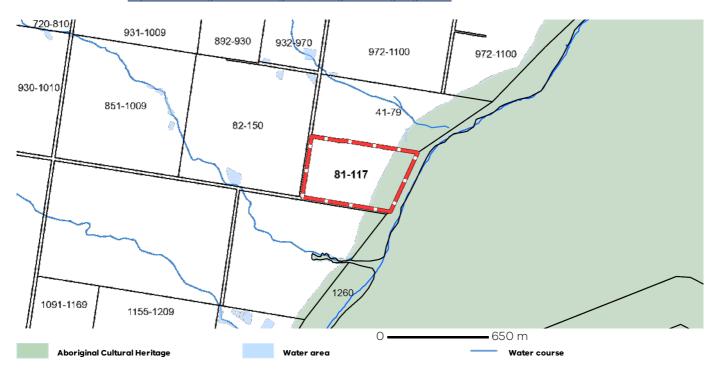
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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 reauirement.

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

For further information about whether a Cultural Heritage Management Plan is required go to http://www.aav.nrms.net.au/aavQuestion1.aspx

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



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

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Department of Transport and Planning

### **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 <a href="https://www.planning.vic.gov.au">https://www.planning.vic.gov.au</a>

This report is NOT a Planning Certificate issued pursuant to Section 199 of the Planning and Environment Act 1987. It does not include information about exhibited planning scheme amendments, or zonings that may abut the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - https://www.landata.vic.gov.au

For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit https://mapshare.maps.vic.gov.au/vicplan

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

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

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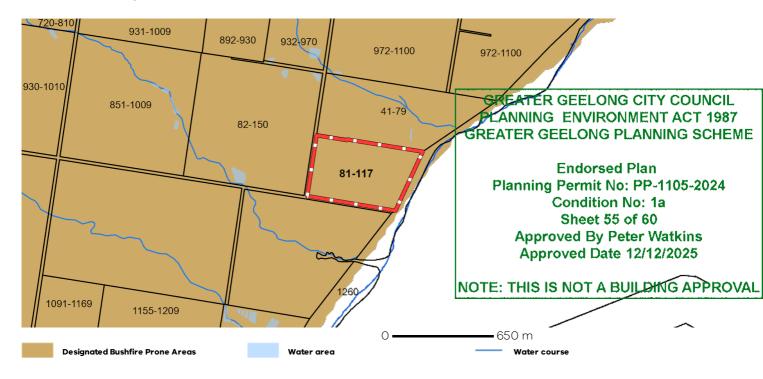
Department of Transport and Planning

### **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  $\underline{https://www.vba.vic.gov.au}. Copies of the Building Act and Building Regulations are available from \underline{http://www.legislation.vic.gov.au}. For Planning Scheme \underline{https://www.legislation.vic.gov.au}. For Planning Scheme \underline{https://www.legislation.vic.gov.au}. The Building Regulation Regulations are available from \underline{https://www.legislation.vic.gov.au}. The Building Regulation Regul$ 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 <a href="https://nvim.delwp.vic.gov.au/">https://nvim.delwp.vic.gov.au/</a> and <a href="https://nvim.delwp.vic.gov.au/">Native vegetation (environment.vic.gov.au/</a> or please contact your relevant council.

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

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# **Appendix H**

# **Laboratory Test Results**

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

Endorsed Plan
Planning Permit No: PP-1105-2024
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# **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

: 18197G - 81-117 Burrows Road, Swan Bay Project

Order number C-O-C number

: St Quentin Consulting Sampler

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





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 Acid Sulfate Soil Chemist	Brisbane Acid Sulphate Soils, Stafford, QLD.
Dilani Fernando	Laboratory Coordinator	Melbourne Inorganics, Springvale, VIC GREATER GEELONG CITY COUNCIL
Jarwis Nheu	Non-Metals Team Leader	Melbourne Inorganics, Springvale, VIC PLANNING ENVIRONMENT ACT 1987
		GREATER GEELONG PLANNING SCHEME

**Endorsed Plan** Planning Permit No: PP-1105-2024 Condition No: 1a Sheet 57 of 60 Approved By Peter Watkins

right solutions. right partner.

Approved Date 12/12/2025

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 Work Order
 : EM2503142

 Client
 : ST QUENTIN

Project : 18197G - 81-117 Burrows Road, Swan Bay



### **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 ED006.
- 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 KCI 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.

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

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 Work Order
 : EM2503142

 Client
 : ST QUENTIN

Project : 18197G - 81-117 Burrows Road, Swan Bay

### **Analytical Results**

Sub-Matrix: SOIL (Matrix: SOIL)			Sample ID	BH1, 0-200mm Clayey Sand	BH1, 600-1000mm Clay	 		
	Sampling date		ng date / time	21-Feb-2025 16:00	21-Feb-2025 16:00	 		
Compound	CAS Number LOR Unit		Unit	EM2503142-001	EM2503142-002	 		
				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)								
ø Sodium Adsorption Ratio		0.01	-		6.65	 		
EA010: Conductivity (1:5)								
Electrical Conductivity @ 25°C		1	μS/cm	220	130	 		
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	 GREATER GEEL	ONG CITY COUNC	
EK072: Phosphate Sorption Capacity								
Phosphate Sorption Capacity		250	mg P		2230	 GREATER GEELON	O PENIZING SCH	

# Inter-Laboratory Testing

Analysis conducted by ALS Brisbane, NATA accreditation no. 825, site no. 818 (Chemistry / Biology).

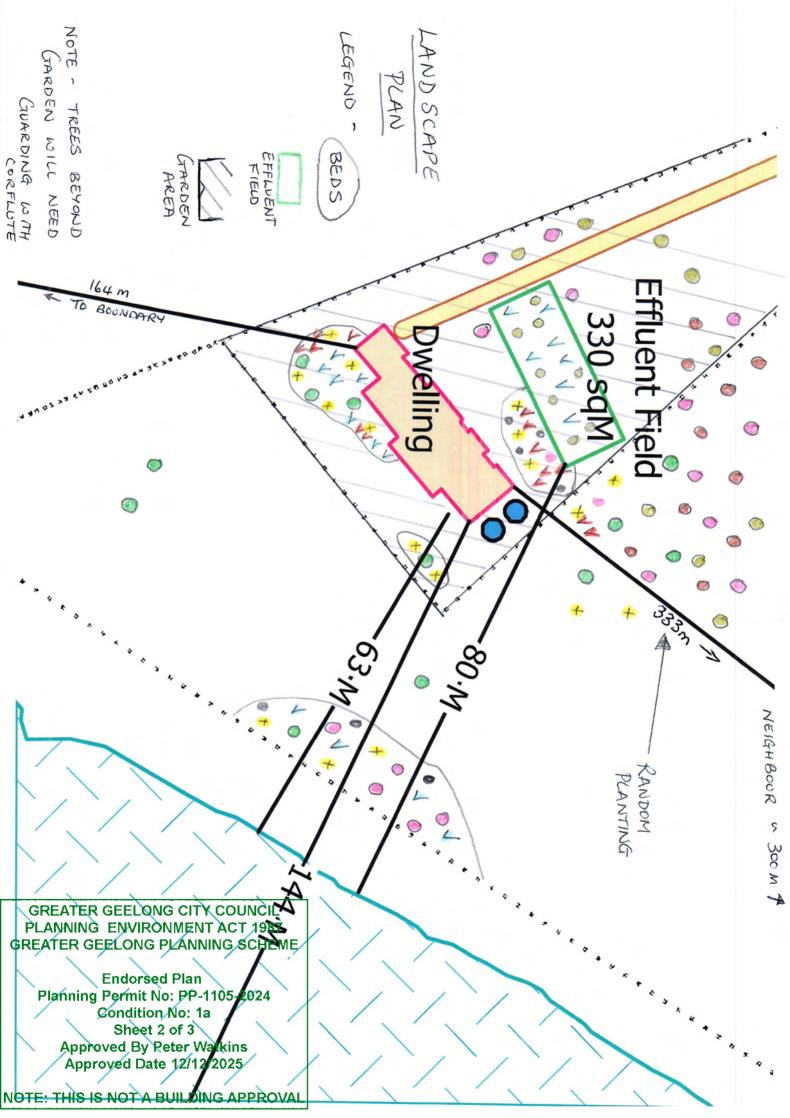
(SOIL) EA058: Emerson Aggregate Test

(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

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Indigenous Plants for 81-117 Burrows Road		
Swan Bay		Plant colour on Map
	4.4	
Trees approx 10- 20m		
Manna Gum	Eucalyptus viminalis	
Red Gum	E. camaldulensis	
Yellow Gum	E. leucoxylon spp.bellarinensis	<b>3</b>
Drooping Sheoak	Allocasuarina verticillata	(S)
Shrubs 2-4 m		
Goodenia	Goodenia ovata	×
Silver Banksia	Banksia marginata	*
Low Vegetation		
Kangaroo Grass	Themeda triandra	« «
Black Anther Flax Lily	Dionella revoluta	<b>«</b>
Notes		
All these species are indigenous to the Eastern Bellarine Plains where the block is situated	Bellarine Plains where the block is situ	ited.
All species readily available from the Bellarine Landcare Nursery in Drysdale	Landcare Nursery in Drysdale	
Allowing a planting density for trees of approx 8-10 m	8- 10 m	
Red Gums in Garden will be big so plant at least 15 m apart	t 15 m apart	
Grasses to be planted in clumps to reflect natural spread. Each symbol on map = 10 plants	ral spread. Each symbol on map = 10 pl	ants

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

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# Farm Management Plan

Angus Cattle
Breeding and
Friesian / Wagyu
Calves Grow-out

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

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Approved Date 12/12/2025

NOTE: THIS IS NOT A BUILDING APPROVAL

81-117 Burrows Rd Swan Bay

Report Prepared by Dean Suckling Enprove Pty Ltd

Revision Date: 27<sup>th</sup> November 2025



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**Approved Date 12/12/2025** 

# 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

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

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phone: 0448 866 205

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

# **Proposal Overview:**

This farm zone proposal calls for introducing the high-value beef cattle breed, Black Angua and breeding program to establish a high-quality breeding herd. The site will also hold 30p40 reapptly weated fripstan 105-2024 Wagyu bobby calves imported from Compass Dairies in Tasmania.

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Beef cattle have seen a significant value increase in the last few years and have made spealery prezieg Watkins more viable and attractive than in the past. The higher price has allowed the option of supplemental field in the past. 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 NATEUTERS (NOTSANDUPLAGE APPROVAL 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.

Siting 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.

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

**Endorsed Plan** 

phone: 0448 866 205

# Requirement for a dwelling:

The justifications for a dwelling on a small lot farm are the same as justifications for a dwelling on a small lot farm are the same as justifications for a dwelling on a small lot farm are the same as justifications for a dwelling on a small lot farm are the same as justifications for a dwelling on a small lot farm are the same as justifications for a dwelling on a small lot farm are the same as justifications for a dwelling on a small lot farm are the same as justifications for a dwelling on a small lot farm are the same as justifications for a dwelling on a small lot farm are the same as justifications for a dwelling on a small lot farm are the same as justifications for a dwelling on a small lot farm are the same as justifications for a dwelling on a small lot farm are the same as justifications for a dwelling on a small lot farm are the same as justifications for a dwelling of the same as justification for the same as management times and tasks can be similar: Condition No: 1b

Sheet 5 of 47 Biosecurity: New nationally mandated requirements mean all visitors, vehicles and new stock to the ns

- property should be screened and, if necessary, disinfected. This needs to be moveled to 12 This is
- Stock Safety and Management: Cattle require monitoring, call QTE profile is NOT pretailed APPROVAL 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 (hypomagnesemia), milk fever (hypocalcaemia), bloat and ketosis (pregnancy toxaemia). 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 event 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 adjoin 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 shortterm 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.

GREATER GEELONG CITY COUNCIL

PLANNING ENVIRONMENT ACT 1987
GREATER GEELONG PLANNING SCHEME

Endorsed Plan Planning Permit No: PP-1105-2024 Condition No: 1b

Sheet 6 of 47 ved By Peter Watk

Approved By Peter Watkins Approved Date 12/12/2025 phone: 0448 866 205

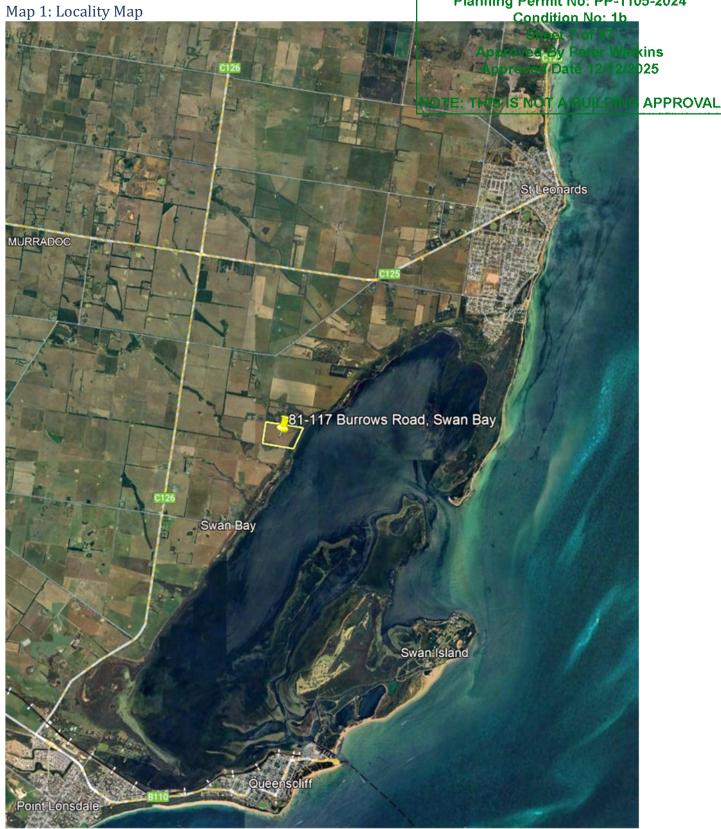
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GREATER GEELONG CITY COUNCIL **PLANNING ENVIRONMENT ACT 1987 GREATER GEELONG PLANNING SCHEME** 

**Property Maps:** 

**Endorsed Plan** Planning Permit No: PP-1105-2024 Condition No: 1b



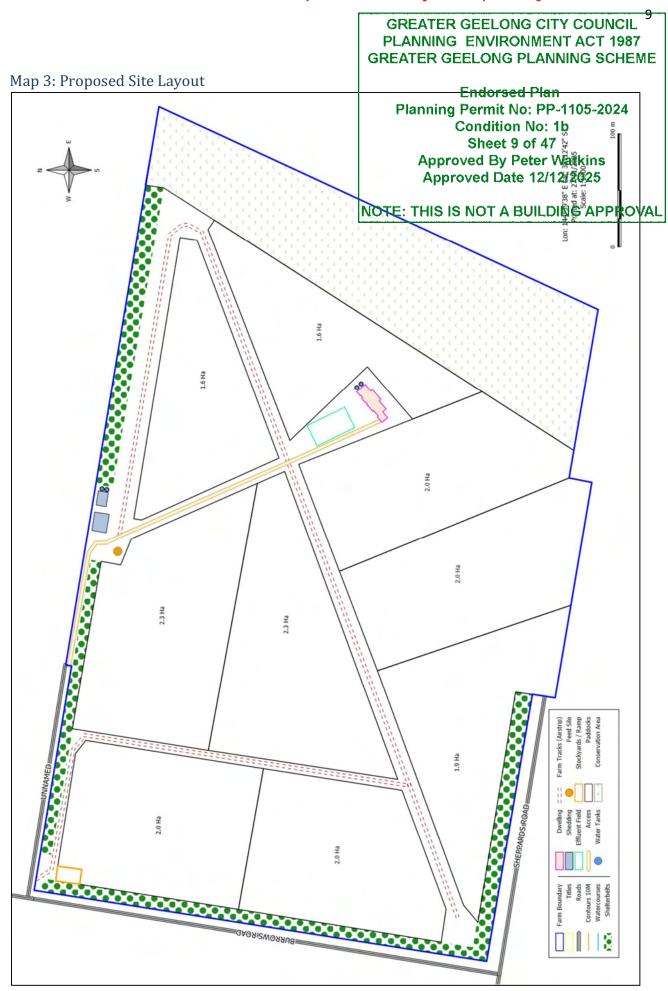
Map 2: Proposed Farm Map



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GREATER GEELONG CITY COUNCIL City of Greater Geelong, Statuanny Magninguy Apaten Revenue 427 / 11/9825 GREATER GEELONG PLANNING SCHEME

> **Endorsed Plan** Planning Permit No: PP-1105-2024

> > phone: 0448 866 205

Condition No: 1b Sheet 10 of 47 Approved By Peter Watkins

# **Farming Factors:**

# Site Topography:

The farm is effectively divided into two landscape sections; the western section is piecel for it is a land to the landscape sections is the western section in the landscape section is a landscape section in the landscape section in the landscape section is a landscape section in the landscape section in the landscape section is a landscape section in the landscape sec 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 what out the hard saline flats and not used for farming. There is a total elevation change what out the hard saline flats and not used for farming. 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	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
(mm)													
Mean Rain	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
Days													

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. The agronomist will advise on the appropriate scope and class of chemical controls.

Foxes can be expected to be present in the area and could be an issue for younger calves, particularly biting the nose off. This should be monitored, and if detected, appropriate control measures taken. Depending on the held attitude, kangaroos can be a major pastoral pest and appropriate control licences could be acquired if needed.

**GREATER GEELONG CITY COUNCIL** 

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### 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 CaCl<sub>2</sub>) indicating soil acidity.
- Very low potassium levels (Colwell K potassium test 36 mg/Kg)REATER GEELONG PLANNING SCHEME
- 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 excharges is more A BUILDING APPROVAL 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 animal manure is applied.

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 establish 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, as manganese is part of the egg/estrous cycle in pregnancy.

Fertiliser and trace elements should not be used in or adjoining the conservation area, as they will favour weed establishment and have the potential to impact amphibians detrimentally.

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### 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 manure.

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 REALLY WERE ALLER COUNCIL microorganism, bacteria and fungi establishment in the soil. Clover is used for him gently although ACT 1987 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. **Endorsed Plan** 

# Pastoral Improvement:

Sheet 12 of 47 The site has been recently used for cropping and has no established pasture, and proceed asty percent beatkins established before any stock is introduced. Pasture needs several months of establishmenting reliquing 2025 establishment to resist damage and pulling from grazing stock.

NOTE: THIS IS NOT A BUILDING APPROVAL A mixture of grass species is often the best way forward for small-lot beef grazing. A section 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 boosta 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.

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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.

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# 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 posts and 3 plain wires and 2 electrified wires. About 25 kilometres 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 returns from 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.

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# **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.

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# **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 valuable for biodiversity. This area has been fenced out, stock are excluded and has had woody weed management funded by the Corangamite Catchment Management Authority Bellarine Peninsula Saltmarsh Restoration Program. An agreement is in place with the CCMA. The condition of this agreement on the management (including weed management, fertiliser use, rock and soil management and amphibian care) of this area will be carried forward. A copy is attached at the rear of this report.

This area is fenced out from farming and is being maintained for conservation, and will have regular weed control as required. The farmed 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.

A landscape program has been developed for native vegetation works around the new dwelling is also attached at the rear of this plan.

There is no vegetation required to be altered or removed as part of the papers developed developed to be altered or removed as part of the papers developed to be altered or removed as part of the papers developed to be altered or removed as part of the papers developed to be altered or removed as part of the papers developed to be altered or removed as part of the papers developed to be altered or removed as part of the papers developed to be altered or removed as part of the papers developed to be altered or removed as part of the papers developed to be altered or removed as part of the papers developed to be altered or removed as part of the papers developed to be altered or removed as part of the papers developed to be altered or removed as part of the papers developed to be altered to be altered or removed as part of the papers developed to be altered t

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**Endorsed Plan** 

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## **Erosion and Compaction:**

The property is not seen as erosion-prone with no high-energy water flows, no rup-on waters, a gentle gradient, and the site's ability to maintain vegetation cover all year round.

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Sandy soils are generally resistant to compaction, although compaction of soils in the paydocks 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 reasons is NOT A BUILDING APPROVAL

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### 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 in 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 shed, 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:** 

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Year	Actions	Endorsed Plan
2024/25	Permits House construction begins New paddock fencing and water network Fertilising and soil conditioning (partially complementary sowing program Ongoing weed program in the conservation are First breeding stock on site.	Approved Date 12/12/2025
2025/26	House construction completed Ongoing weed and pest monitoring. Spread agricultural lime and fertiliser as require Ongoing fencing monitoring/repairs First calving season (autumn) First Friesian/Wagyu cross calves (springtime)	ed.
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).

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# Site Images:

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



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

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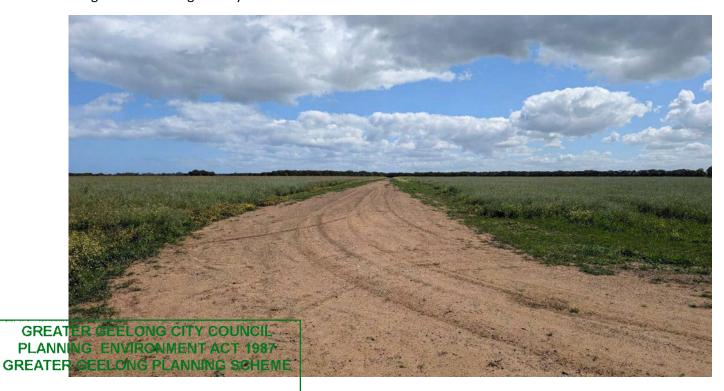
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Image 5: Looking northeast over the site shows the existing runway, which will become the main farm track.



Image 6: The existing runway is to be used for the farm track.



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NOTE: BPM RS 73 MACTO AMBERL WINNER A BERROVAL

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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.



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Images 9 & 10. The site has over one and a half hectares of well-established shelterbelt plantings.





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# CORANGAMITE CATCHMENT MANAGEMENT AUTHORITY

# **AND**

# **Sally Watson**

# **Bellarine Peninsula Saltmarsh Restoration**

# SERVICE LEVEL AGREEMENT

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1 July 2023 to 30 June 2025



## **Important Notice**

The Particulars, Schedules, Annexures and the Terms and Conditions are to be read together and collectively constitute the terms of the Agreement. By executing the following pages, each of the parties to this Agreement are acknowledging that they have read and understood all of the Terms and Conditions of the Agreement and have been given a reasonable opportunity to seek independent legal advice.

PROJECT DETAILS	
Item 1. Legal Entity	Corangamite CMA, ABN 60 355 974 029
Address	64 Dennis St Colac, Victoria 3250
Item 2. Applicant	Sally Watson
Address	81 -117 Burrows Road, Swan Bay
CMA Program Name	Bellarine Peninsula Saltmarsh Restoration
Item 3. Project title	Saltmarsh Restoration Program
Item 4. Application Number	WAT001
Item 5. Commencement Date	1 July 2023
Item 6. Completion Date	30 June 2025
Item 7. Grant Amount	\$2,249.00 (excluding GST)
Item 8. Land	N/A
Item 9. Insurance Policies	Public risk insurance: \$10,000,000 (minimum)
Item 10. Additional Provisions	N/A

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# Terms and Conditions

The parties agree to the following terms and conditions:

### 1. Definitions and Interpretation

### 1.1 **Definitions**

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

**Additional Provisions** means any provisions as set out in Item 10 which shall bind the parties, and if inconsistent with any other provisions of this Agreement, override them to the extent of the inconsistency.

**Agreement** means this grant agreement comprising of the terms and conditions, Particulars and any Annexures.

Annexure means an annexure to this Agreement, if any.

Applicant means person or legal entity specified in Item 2.

Business Day means a day that is not a Saturday, Sunday or a public or bank holiday in the State.

CMA means person or legal entity specified in Item 1.

Commencement Date means the date specified in Item 5.

Completion Date means the date specified in Item 6.

Corporations Act means the Corporations Act 2001 (Cth) and its associated regulations as varied from time to time.

Event of Default means any event or circumstance specified in clause 10.1.

**Grant** means the payment of the Grant Amount by CMA to the Applicant in order to undertake the Works on the terms and conditions set out in this Agreement.

Grant Amount means the amount specified in Item 7.

Grant Application means the grant application made by the Applicant to CMA as contained in Annexure A.

GST means any goods and services tax imposed by the GST Law.

**GST Law** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended or replaced from time to time, any associated legislation, e.g. any legislation that imposes GST, and any regulations, to the extent they relate to any such legislation.

Insurance Policies means those insurance policies specified in Item 9.

Item means an item set out in the Particulars.

Land means the land as specified in Item 8 and any other land on which the Works are carried out from time to time.

**Legislative Requirements** means any requirement or obligation in respect of the Land or the Works arising under any law, legislation, regulation or policy by any authority who has jurisdiction over or responsibility for the subject matter of this Agreement including but not limited to the Applicant, the Land and/or the Works.

Particulars means the particulars to this Agreement.

Security Interest has the meaning given to that term by the Personal Property Securities Act 2009 (Cth).

**Terms and Conditions** means the further terms and conditions imposed on the award of the Grant by CMA as contained in Annexure B.

Works means the activities specified in the Grant Application to be completed by the Applicant in consideration of receipt of the Grant Money.

GREATER GEELONG CITY COUNCIL

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#### 1.2 Interpretation

In this Agreement, unless specified to the contrary:

- the Particulars, Execution Page and Annexures are each incorporated in and form part of this (a) Agreement;
- (b) a reference to the singular includes the plural and vice versa;
- (c) a reference to a given gender includes all other genders;
- (d) other parts of speech and grammatical forms of a word or phrase defined in this Agreement have corresponding meaning;
- use of the word including and similar expressions are not, nor are they to be interpreted as, words of (e) limitation;
- (f) a reference to a person includes a natural person, a company or other entities recognised by law;
- a reference to any agreement or document is to that agreement or document (and, where applicable, (g) any of its provisions) as amended, novated, supplemented or replaced from time to time;
- a reference to writing includes any mode of reproducing words, figures or symbols in tangible and (h) permanently visible form and includes email transmission;
- (i) a reference to Australia dollars, dollars \$, A\$, \$A or AUD is a reference to the lawful currency of the Commonwealth of Australia;
- (j) all references to parties are to the parties to this Agreement;
- (k) where any obligation is imposed on, or any benefit enures for, two or more persons, the obligation binds or enures for the benefit of (as the case may be) those persons jointly and each of them severally;
- (I) a reference to time is to local time in the capital city of Victoria, Australia;
- (m) if the time for performing an obligation under this Agreement expires on a day which is not a Business Day, then time is extended until the next Business Day;
- (n) a reference to State means the state of Victoria, Australia;
- (o) words or phrases found in the Corporations Act as at the date of this Agreement have the corresponding meaning;
- a reference to any legislation or legislative provision includes any statutory modification or re-(p) enactment of, or legislation or legislative provision substituted for, that legislation or legislative provision;
- a party includes the parties successors and permitted transferees and assigns and if a party is a natural (q) person, includes executors and personal legal representatives; and
- a reference to any governmental or statutory body includes any body which replaces, succeeds to the (r) relevant powers and functions of, or which serves substantially the same purposes or objects as such body.

#### 1.3 Compliance with Law

- This Agreement is to be interpreted so that it complies with all applicable State laws and if any provision (a) does not comply then it must be read down so as to give it as much effect as possible.
- (b) If it is not possible to give that provision any effect at all, however, then it is to be severed from this Agreement in which case the remainder of this Agreement will continue to have full force and effect.

#### 1.4 **Headings**

GREATER GEELONG CITY COUNCIL Headings are for ease of reference only and do not affect the interpretation of this Agreement ACT 1987 GREATER GEELONG PLANNING SCHEME

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#### 1.5 **Precedence**

The parties acknowledge and agree that this Agreement is made up of:

- (a) the Terms and Conditions;
- (b) the Particulars;
- (c) this Agreement; and
- (d) the Grant Application,

and they are to be read together to the maximum extent possible in the circumstances. In the event that the provisions of the documents set out above are inconsistent, the terms of the document higher in the order shall be preferred in order to resolve any such inconsistency.

### 1.6 Relationship of Parties

The parties and their obligations pursuant to this Agreement are independent and nothing in this Agreement is intended to confer any authority to any other party to act, create or assume any obligation for and on behalf of any other party. For the avoidance of doubt, no party is a partner, agent, employee or representative of any other party.

#### 2. Award of Grant

#### 2.1 Grant

The CMA has agreed to award the Grant to the Applicant in consideration of the Applicant completing the Works on the terms and conditions set out in this Agreement.

### 3. Performance of Works

#### 3.1 **Performance**

The Applicant undertakes to perform the Works:

- (a) at its own risk:
- (b) using only sufficient, appropriately qualified, experienced, skilled and competent personnel to perform this Agreement and the Works;
- (c) strictly in accordance with this Agreement;
- (d) within the budget contained in the Grant Application or as varied with the agreement of CMA;
- (e) within the timeframes contained in the Grant Application or as varied with the agreement of CMA;
- (f) in accordance with all Legislative Requirements;
- (g) providing all things and taking all measures necessary to protect people and property;
- (h) in accordance with any specifications notified by CMA; and
- (i) exercising all due care, skill and judgment and at all times acting in accordance with all applicable professional standards, principles and practices to complete the Works to a high standard,

and complete them no later than the Completion Date.

### 3.2 Maintenance

During the completion of the Works, the Applicant will promptly defect in the condition of the Works.

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#### 3.3 Right of Entry

The Applicant will do all things necessary to procure any agreements and/or consents from third parties as required for CMA to access Land and the Works or in order to assess, inspect, monitor and/or evaluate the Works or carry out any rectification works. The Applicant acknowledges and agrees that CMA officers may take photographs of the Land and the Works.

#### 3.4 Variation

The Applicant may not vary the Works without CMA's prior written consent.

#### 4. Terms of Grant

## 4.1 **Obligation to Pay**

- (a) In consideration of the performance of this Agreement by the Applicant, CMA agrees to advance the Grant Amount to the Applicant.
- (b) Where the Grant Amount is payable in stages, CMA may place conditions on the completion of each stage including but not limited to the provision of satisfactory reports before advancing any further portion of the Grant Amount.
- (c) The Applicant must utilise the Grant Amount solely for the completion of the Works in accordance with the terms and conditions of this Agreement and for no other purpose.
- (d) The Grant Amount is refundable by the Applicant in accordance with this Agreement.
- (e) The Applicant may not receive additional funding from a third party in respect of the Works without the prior written consent of CMA.

#### Reporting

### 5.1 Reporting Obligations

- (a) The Applicant acknowledges and agrees that reporting is an essential term of this Agreement and failure to supply any report in accordance with this Agreement shall constitute an Event of Default. All reports must be:
  - (i) in writing;
  - (ii) comprehensive;
  - (iii) provided promptly; and
  - (iv) in any format reasonably specified by CMA from time to time.

All outputs must be submitted via the electronic method notified by the CMA from time to time.

- (b) The Applicant agrees to keep CMA informed as to the progress of the Works and additionally must:
  - (i) promptly supply to CMA such information as may be reasonably requested from time to time;
  - (ii) upon reasonable notice being given by CMA, allow CMA, its officers, employees, agents, contractors, invitees and licensees access to and entry onto the Land or any other place in order to assess, inspect, monitor and/or evaluate the Works or carry out any rectification works. The Applicant acknowledges and agrees that CMA officers may take photographs of

GREATER GEELONG CITY COUNCIDE and the Works.

PLANNING ENVIRONMENT Applicant sylust hold receipts and keep records which particularise the expenditure of the Grant GREATER GEELONG PLANNING SCHEME

(d) The Applicant acknowledges and agrees that all activities undertaken in accordance with this Endorsed Plangreement are subject to audit and agrees to provide all receipts, records, materials and reasonable Planning Permit No: Planking Permit

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#### 5.2 Public Statements and Publications

- (a) The Applicant agrees to be part of any media program reasonably specified by CMA.
- (b) The Applicant must not:
  - (i) make any public statement or announcement or any media release;
  - (ii) produce any publicity, promotional material or advertising; or
  - (iii) publish or submit for publication (including in any journal, newsletter or magazine) any result, information, study, report, article or data,

#### without:

- (iv) the prior written consent of CMA which shall not be unreasonably withheld;
- (v) including prominent reference to the funding program and CMA.
- (c) The Applicant must not act in a manner that damages or has the potential to CMA's brand, goodwill or reputation and must not disparage CMA.

### 6. Compliance with Laws

### 6.1 Comply with Laws

The Applicant will comply with its legal obligations in relation to the Works, including:

- (a) any law binding on it or affecting it in accordance with all Legislative Requirements and which promotes a safe environment which minimises risk of accident, injury, death and damage to property;
- (b) any authorisation applicable to the Works;
- (c) any requirements of any government agency binding on it or its business, that, if it failed to comply, will or may materially impair its ability to perform its obligations under this Agreement; and
- (d) instituting or defending any legal proceedings that CMA may reasonably require to protect the Works.

### 6.2 Occupational Health and Safety

The Applicant acknowledges and agrees that it is solely liable for the safety of all employees, contractors, servants, consultants, volunteers, invitees, third parties and any other personnel engaged by the Applicant or any person coming onto the Land from time to time and that it must act at all times in accordance with its obligations pursuant to the *Occupational Health and Safety Act 2004* (Vic) and its regulations.

#### 6.3 Environmental Heritage Protection

- (a) The Applicant undertakes to ensure that the Works are undertaken using sound environmental practices and procedures which promote ecologically sustainable development for the benefit of all human beings and the environment and ensuring that the Works will not adversely impact on the environment including any vulnerable or protected species or ecological community or ecological processes.
- (b) The Applicant acknowledges and agrees that it is solely liable for ensuring that the Works are carried out strictly in accordance with all relevant legislation including but not limited to the Environment.

  Protection Act 1970 (Vic) and its regulations and the Environment Biomedia Biomedia UNCIL Conservation Act 1999 (Cth) and its regulations including of the Commencement Date and strictly complying with the RENTERRIBELLONG PLANNING SCHEME

## 6.4 **Cultural Heritage Protection**

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- (a) The Applicant undertakes to ensure that where the Works are to be undertaken at or near a site of significant cultural heritage as specified on the Victorian Aboriginal Heritage Register or any similar register, the Works will be undertaken using practices and procedures which provide for the protection of Aboriginal cultural heritage and recognise, protect and conserve Aboriginal cultural heritage.
- (b) The Applicant acknowledges and agrees that it is solely liable for ensuring that the Works are carried out in accordance with all relevant legislation including but not limited to the Aboriginal Heritage Act 2006 (Vic) and its regulations including obtaining any reports, assessments and/or permits at its own cost prior to the Commencement Date and strictly complying with any recommendations or requirements contained in such reports, assessments or permits.

#### 6.5 **Crown Land**

Where the Works are to be carried out on Crown land, the Applicant acknowledges that the permission of the committee of management must be obtained prior to the Commencement Date and that the Applicant is solely liable for complying with any requirements of the committee of management at its own cost.

#### 7. **Intellectual Property**

The Applicant grants to CMA, and must procure any relevant third party to grant to CMA, a non-exclusive, irrevocable, royalty free licence to use all intellectual property used in the delivery of this Agreement or developed for the purposes of this Agreement or the Works.

#### 8. Representations and Warranties

#### 8.1 General

The Applicant represents and warrants to CMA that:

- if a corporation, it is incorporated in accordance with the law of its place of incorporation, validly exists under that law and has the capacity to sue in its own name and to own and use its property and carry on its business as it is being currently conducted;
- (b) the obligations expressed to be assumed by it in this Agreement to which it is a party are legal, valid, binding and enforceable obligations subject to any general principles of law affecting creditors' rights and any necessary stamping and registration requirements;
- all authorisations necessary to enable it to unconditionally execute and deliver and comply with its (c) obligations under this Agreement and carry on its business as currently conducted have been obtained, effected and complied with and are in full force and effect;
- (d) it is not insolvent and there are no reasonable grounds to suspect that it will become insolvent; and
- (e) has informed itself as to all Legislative Requirements and has the capacity to comply with them.

#### 8.2 Repetition

The representations and warranties are deemed to be made by the Applicant by reference to the facts and circumstances that existed on the date of this Agreement.

#### 9. Insurance

#### 9.1 Insurance

The Applicant undertakes to:

effect and maintain insurance cover with reputable, respon FINA AIN I Sure III NA LIRE ON IN IEAN TO LAG Т 1987 against risks and on terms that a prudent and reasonable REATER AGE LONGINUMNUMBESCHEME Works would effect and maintain including but not limited to the Insurance Policies;

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- (b) ensure that each insurance covers all employees, contractors, servants, consultants, volunteers, invitees, third parties and any other personnel engaged by the Applicant or any person coming onto the Land from time to time;
- (c) pay the premiums and other amounts payable for the insurance when due and, on demand, give to CMA a certificate in form and substance satisfactory to CMA from the insurer to the effect that the required insurance is current and no premiums or other money is due and owing to the insurer;
- (d) not do or permit or omit to be done anything that may prejudice or make void or voidable any of the insurance; and
- on demand, give to CMA all policies and documents relating to the insurance, including all renewal (e) certificates, certificates of currency and endorsement slips.

#### 9.2 No Waiver

The existence or approval of any insurance policy shall not restrict, limit or waive any provision of this Agreement with regard to the Applicant's obligations to indemnify CMA.

#### 10. **Default**

#### 10.1 **Default**

The Applicant will not cause or permit any Event of Default to occur.

#### 10.2 **Events of Default**

Each of the following events listed in this clause 10 is an Event of Default (whether or not it is in the control of the Applicant):

- (a) obligations under this Agreement: the Applicant fails to perform any of its obligations in accordance with the terms and conditions of this Agreement or in accordance with the terms of any other document referred to within this Agreement or otherwise to the reasonable satisfaction of CMA;
- misrepresentation: a representation, warranty or statement by or on behalf of the Applicant in this (b) Agreement, or in a document provided under or in connection with this Agreement, is not true in a material respect or is misleading in a material respect when made or repeated; and
- Insolvent: the Applicant becomes insolvent. (c)

#### 10.3 Remedies for Default

The Applicant acknowledges and agrees that in circumstances of an Event of Default, CMA shall be entitled (but not obliged) to do any or all of the following:

- (a) withhold any part of the Grant Amount which is yet to be advanced;
- (b) require immediate refund of any part of the Grant Amount which is yet to be utilised;
- require immediate reimbursement for any part of the Grant Amount which has not been utilised in (c) accordance with this Agreement;
- (d) elect to carry out any part of the Works which have not been completed by the Applicant;
- (e) elect to attend to rectification of any Works which it considers the Applicant to have neglected or failed to complete in accordance with the terms of this Agreement; and/or
- (f) terminate this Agreement in accordance with clause 12.

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PLANNING ENVIRONMENT ACT 1987
GREATER GEELONG PLANNING SCHEME agreements and consent required from third parties in order to enable CMA to access and occupy the Land and the Works and to use the facilities and the services of personnel of

Endorsed Plan the Applicant to the extent required by CMA in order to take possession of the Works and exercise its Planning Permit No: PP-1105-2024

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#### 11. Indemnities and Limitation of Liability

#### 11.1 **Contribution by CMA**

To the extent permitted by law, CMA will not be liable to the Applicant or any third party for any liability, damage, loss, cost or expense incurred or sustained and all actions, proceedings, claims and demands except to the extent that such amount is caused or contributed to by the wrongful or negligent act or omission of the Applicant, its respective officers, employees, agents and contractors.

#### 11.2 **Survival of Obligations**

The release in clause 11.1 is a continuing obligation, separate and independent from the other obligations of the Applicant and survives the termination of this Agreement.

#### 12. **Termination**

- The parties acknowledge and agree that without prejudice to any other right or entitlement available (a) to CMA pursuant to this Agreement or at law, CMA may terminate this Agreement:
  - at any time in CMA's absolute discretion upon giving thirty (30) days' written notice to the (i) Applicant; or
  - (ii) where the Applicant fails to carry out any of the Works or obligations pursuant to this Agreement including but not limited to Events of Default and fails to remedy their breach or default to the reasonable satisfaction of CMA within ten (10) Business Days of receiving a notice from CMA specifying the default.
- (b) The Applicant may terminate this Agreement on thirty (30) days' notice where it reasonably considers it cannot complete the Works for any reason and is not otherwise in breach of this Agreement.
- (c) Where this Agreement is terminated in accordance with this clause 12:
  - in addition to all other rights contained in this Agreement, CMA shall have those rights set (i) out in clause 10.3(a) to 10.3(e) inclusive;
  - (ii) any demand for payment made by CMA pursuant to this Agreement shall become immediately due and payable;
  - (iii) the Applicant shall be legally responsible for the condition of the Land and compliance with all Legislative Requirements in respect of the Land and the Works,

and the provisions of this clause 12 shall not merge upon termination.

#### 13. **Notices**

Any demand, notice consent, approval or other form of communication under this Agreement must be:

- (a) in legible writing, in English and addressed to the intended recipient; and
- signed by the sender (if a natural person) or by an authorised spreament by the sender (if a natural person) or by an authorised spreament by the sender (if a natural person) or by an authorised spreament by the sender (if a natural person) or by an authorised spreament by the sender (if a natural person) or by an authorised spreament by the sender (if a natural person) or by an authorised spreament by the sender (if a natural person) or by an authorised spreament by the sender (if a natural person) or by an authorised spreament by the sender (if a natural person) or by an authorised spreament by the sender (if a natural person) or by an authorised spreament by the sender (if a natural person) or by an authorised spreament by the sender (if a natural person) or by an authorised spreament by the sender (if a natural person) or (b)
- (c) given to the addressee by:
  - (i) delivery in person; or

post to, or leaving at, that party's address specified in the Particulars; or Endorsed Plan (ii)

(iii)

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sending by email to the address specified in the Particplaniand Permit No: PP-1105-2024

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- (d) is regarded as being given by the sender and received by the addressee:
  - (i) if by delivery in person or by being left at the Party's address for service, upon delivery;
  - (ii) if by post, 2 Business Days from and including the date of posting by ordinary prepaid post in respect of an address for service within the Commonwealth of Australia and 21 Business Days in respect of any other address; or
  - (iii) if by email, when legibly received by the addressee, with receipt being evidenced by a report generated by the sender's machine confirming uninterrupted transmission or delivery;
- but if the delivery or receipt occurs on a day which is not a Business Day or at a time after 4.00pm (e) (both the day and time being in the place of receipt) it is regarded as having been received at 9.00am on the next following Business Day.

#### 13.2 **Address for Service**

- (a) For the purposes of this clause 13, a party's address for service shall include:
  - the party's postal address, or email address (if any) set out in the Particulars; or (i)
  - (ii) if that party has notified the sender of a change of postal address or email address, the address last so notified; and
  - (iii) where the Party is a company, that party's address for service shall also include its registered office.

#### **GST** 14.

#### 14.1 **Definitions**

In this clause 14, any expression used that is defined in GST Law has the defined meaning.

#### 14.2 Consideration is GST Exclusive

Any consideration to be paid or provided for a supply made under or in connection with this Agreement does not include an amount of GST (GST Exclusive Consideration).

#### 14.3 **Taxable Supply**

If any supply by one party (Supplier) to another party (Recipient) under or in connection with this Agreement is a taxable supply, then the amount due to the Supplier for that supply will be the sum of:

- the GST Exclusive Consideration; and (a)
- (b) the amount of GST payable by the Supplier in respect of that supply including any penalties or interest payable by the Supplier (GST Amount).

#### 14.4 Tax Invoice

The Recipient's obligation to pay the GST Amount is subject to the Supplier first providing to the Recipient a tax invoice conforming with the requirements of GST law.

#### 14.5 **Penalties and Interest**

If a party becomes liable for any penalties or interest as a result of THE APPENDED STANDER THAT COUNCIL payment is as a direct result of a failure of another party to comply with the language of this payment is as a party shall pay to the first party an additional amount on demand copy to the first party an additional amount on demand copy to the first party an additional amount on demand copy to the first party an additional amount on demand copy to the first party an additional amount on demand copy to the first party an additional amount on demand copy to the first party an additional amount on demand copy to the first party an additional amount on demand copy to the first party and copy to the first party and additional amount on demand copy to the first party and interest.

14.6 **Reimbursement and Indemnity Payments** 

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- (a) If a payment to a party under this Agreement is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party is entitled for that loss, cost or expense.
- (b) A party is assumed to be entitled to a full input tax credit unless it proves, before the date on which the payment must be made, that its entitlement is otherwise.

### 15. General

#### 15.1 Further Assurances

Each party will promptly execute all documents and do all things that another party from time to time reasonably requires of it to effect, perfect or complete the terms and conditions of this Agreement and any transaction contemplated by it.

### 15.2 Entire Agreement

This Agreement embodies the entire agreement and understanding between the parties concerning its subject matter and succeeds and cancels all other agreements and understandings concerning the subject matter of this Agreement and any warranty, representation, guarantee or other term and condition of any nature not contained in this Agreement is of no force or effect.

### 15.3 Non-Merger of Provisions

A provision of this Agreement which can and is intended to operate after its conclusion will remain in full force and effect.

### 15.4 Waiver

- (a) A single or partial exercise or waiver of a right relating to this Agreement will not subsequently prevent any other exercise of that right or the exercise of any other right.
- (b) A party will not be liable for any loss, cost or expense of any other party caused or contributed to by any waiver, exercise, attempted exercise or failure to exercise, or any delay in the exercise of, a right.

### 15.5 Jurisdiction

This Agreement is to be governed by and construed in accordance with all applicable laws in force in the State from time to time and the parties submit to the non-exclusive jurisdiction of the courts of the State.

### 15.6 Assignment

- (a) CMA may transfer all of any part of its rights, interest, obligations or liability under this Agreement whether by assignment or novation at any time. If such assignment or novation occurs, CMA will promptly notify the Applicant.
- (b) The rights and obligations of the Applicant under this Agreement are personal and may not be assigned without the prior written consent of CMA.

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#### 15.7 No Amendments without Agreement

This Agreement may not be modified, discharged or abandoned unless by a document signed by the Parties.

#### 15.8 Payment of Costs

The Applicant is liable for all duties, taxes (other than income tax) and other imposts payable by either party under any statute or regulation on the advance or repayment of the Grant Amount.

#### 15.9 Time of the Essence

Time is of the essence in respect of the performance of the Applicant's obligations as set out pursuant to the terms and conditions of this Agreement.

#### 15.10 Execution

- (a) The parties consent to the execution of this Agreement by electronic communication, as contemplated by the *Electronic Transactions Act 2000* (Vic).
- (b) This Agreement may consist of a number of counterparts and, if so, the counterparts taken together constitute one and the same instrument. This Agreement is not binding on any party unless one or more counterparts have been duly executed by, or on behalf of, each person named as a party to this Agreement.

#### 16. Acknowledgement and Acceptance

- I/we have read and understood this Agreement and the terms and conditions contained within and have been given a reasonable opportunity to seek independent legal advice.
- I/we warrant by signature below that the information given in support of this Agreement is true and correct.
- I/we further warrant that I/we am/are authorised to sign on behalf of the Applicant and to bind the Applicant in contract.

Dated:	pole	Dated:	19/12/2023
Corangamite CMA Signature of authorised signatory	Applicant Signature of authorised signator	/	
	Sally Watson		
Corangamite CMA Authorised signatory's name and title	Applicant Authorised signatory's name and	title	

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#### Annexure A

The project activities to be delivered through this project are set out in the Bellarine Peninsula Saltmarsh Restoration Remnant Management Plan (see Attachment A below). The project Applicant agrees to undertake the activities which are detailed in this application and Attachment A.

#### Annexure B

#### 1 **GENERAL CONDITIONS**

- 1.1 This agreement is between the Corangamite Catchment Management Authority (Corangamite CMA) and the Applicant for 24 months from 1 July 2023 - 30 June 2025.
- 1.2 The Applicant acknowledges that the project must be completed by 30 June 2025.
- 1.3 The Applicant will meet the agreed timelines for this project.
- 1.4 The Applicant acknowledges and agrees that the project is subject to funding provided by the Victorian Government to the Corangamite CMA.

#### 2 **REPORTING**

In addition to 5.1 of the Service Level Agreement Terms and Conditions, the project Applicant must prepare the following reporting requirements:

- 2.1 The Applicant shall for the duration of the project, provide written progress reports on the project. The progress reports shall be in a template supplied by the Corangamite CMA.
- 2.2 The Applicant shall provide a final report on completion of the project. The final reports shall be in a template supplied by the Corangamite CMA.
- 2.3 For all projects, the reporting timelines are outlined below

Report type Due date **Progress Report** 30 April 2024 30 April 2025 Final Report

- 2.4 If the Applicant has any outstanding reports including progress reports, financial acquittals or project final reports from other funding sources managed by the Corangamite CMA, the Corangamite CMA will withhold payments until these reports are submitted. The Corangamite CMA reserves the right to retain or recover funds until the project is completed to a satisfactory standard as determined by an approved delegate of the Corangamite CMA.
- 2.5 Corangamite Knowledge Base: All publications produced as a result of this project are to be provided to the Corangamite CMA for inclusion into the Corangamite CMA Knowledge Base (http://www.ccmaknowledgebase.vic.gov.au)

#### 3 **PAYMENT CONDITIONS**

- 3.1 The Applicant shall spend the project funds received from Corangamite CMA for each project, only for the purposes of carrying out that project.
- Each party will ensure that all recipients of public funds for Corangamite CMA activities will agree to make full 3.2 disclosure of the funds received as required by the Corangamite CMA.
- On the Corangamite CMA's written request, the Applicant will at all reasonable times produce the books of 3.3 accounts and records and if so desired by the Victorian Government, will permit those books of accounts and records to be examined and audited by an independent auditor nominated by the Victorian Government at the Corangamite CMA's cost.
- The Corangamite CMA reserves the right to retain or recover funds until the project is completed to a satisfactory 34 standard as determined by an approved delegate of the Corangamite CMA.
- 3.5 The Corangamite CMA will pay the Applicant in accordance with the payment schedule on receipt of the Applicant's tax invoice. The Corangamite CMA will only pay the Applicacing App relevant milestone. Where a taxable supply is made under this agreement with the period of the 1987 Corangamite CMA a tax invoice in accordance with the GST law.

**PROMOTION / PUBLICITY** 

GREATER GEELONG PLANNING SCHEME

**Endorsed Plan** Planning Permit No: PP-1105-2024 Condition No: 1b Sheet 37 of 47 Approved By Peter Watkins Approved Date 12/12/2025



- 4.1 The Applicant agrees that any promotional or publicity materials produced for this project must be approved by the Corangamite CMA prior to publishing.
- 4.2 Electronic and hard copies of promotional or publicity material produced as part of the project is to be provided to the Corangamite CMA as part of the final report.

#### 5 FUNDING ACKNOWLEDGMENT

- 5.1 The parties agree that acknowledgement will be given to the Victorian Government for investment under this agreement and any announcements of events or promotional materials.
- 5.2 All materials and publicity associated with the grant must include appropriate logos.

## **6 PAYMENT SCHEDULE**

Reporting requirements	Payment (% and criteria)	Payment Amount (\$)	Date report and invoice to be submitted to CCMA
Milestone 1: Signing of SLA	70% Payment  On return of signed agreement with tax invoice of first instalment	\$1,574.30	ASAP
Milestone 2: Progress Report	30% Payment  On receipt of progress report.  Tax invoice for payment to be submitted to CCMA with report.	\$674.70	30 April 2024
Total		\$2,249.00	

<sup>\*</sup> Funding amounts are GST exclusive

Please return to:

Corangamite CMA
PO Box 159 COLAC VIC 3250

Or email to madeleine.slingo@ccma.vic.gov.au

PLEASE RETAIN A COPY OF THESE DOCUMENTS FOR YOUR RECORDS

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

Endorsed Plan
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# ATTACHMENT A: BELLARINE PENINSULA SALTMARSH RESTORATION – MANAGEMENT PLAN

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

Endorsed Plan
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Approved Date 12/12/2025



## Bellarine Peninsula Saltmarsh Restoration Management Plan

Landowner(s): Sally Watson

**Property Address:** 

**Number of Zones:** 

Site Code:

Site Area:

Postal Address: 81-117 Burrows Road

Swan Bay

**WAT001** 

3.46 ha

1

Victoria 3225 GREATER GEELONG CITY COUNCIL

PLANNING ENVIRONMENT ACT 1987

As Above GREATER GEELONG PLANNING SCHEME

Endorsed Plan

Planning Permit No: PP-1105-2024

Condition No: 1b Sheet 40 of 47

Approved By Peter Watkins Approved Date 12/12/2025

Approved By F

Plan Date: 26-Apr-2023

NOTE: THIS IS NOT A BUILDING APPROVAL

Prepared by: Rachael Beecham





#### **GENERAL SITE ACTIVITIES/COMMITMENTS**

## For a period of 2 years from Commencement the landholder will

- Take all reasonable steps to prevent fire on the land under contract. Any firebreaks established must be outside of the perimeter of the site specified in the plan.
- Not apply fertiliser to the site.
- Not remove rocks or extract/introduce/disturb soil.
- Not plant non-indigenous plant species on the site.
- Maintain all existing fencing in a stock-proof condition.
- Complete all activities specified in this contract to CMA standards.

## Reporting

• The Landholder will submit a Progress Report to the Corangamite CMA on a 12 monthly basis.

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

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**ZONE: A** 

**Bioregion** Otway Plain

**EVC** (OtP\_0009) Coastal Saltmarsh

Management Zone A Area 3.46 ha

## The landholder agrees to:

Control high threat woody weeds

- · Control all identified high threat herbaceous and grassy weeds
- Low Productivity-Exclude Stock (no grazing).

## Yearly management activities

The landholder will complete the following management actions on zone(s) for the time periods specified in the tables below.

## **Notes for Zone A:**

This site has coastal saltmarsh in very good condition with little incursion of weeds at this stage. Monitoring of the site is required for invasion of Phalaris and thistles along the eastern boundary. Rabbit scats were noted on the site, although no warrens found during assessment.

Year One		
Season	Activity	Species
Spring to Autumn	Notes: Control at the rosette stage with a selective herbicide for best results. Isolated plants should be removed before they seed and can be removed manually but care must be taken to ensure much of the taproot is removed, otherwise it will re shoot. In winter, thistles become dormant and are less susceptible to herbicides.  Susceptibility increases again with spring growth and spraying can usually be resumed effectively in September or October. Thistles can also germinate in autumn and spraying can also be undertaken following the autumn break and germination of thistles. In years when there is an early autumn break and large numbers of thistles germinate before the temperature falls, autumn spraying can be effective. Spraying should be completed before the flowering stem develops.	GREATER GEELONG CITY COUNCI PLANNING ENVIRONMENT ACT 198 GREATER GEELONG PLANNING SCHE  Endorsed Plan Planning Permit No: PP-1105-2024 Condition No: 1b Sheet 42 of 47  Approved By Peter Watkins
		Approved By Peter Watkins Approved Date 12/12/2025



	T	
Spring/Summer	Spot spray	Cape Weed (Arctotheca calendula)
	Notes: Small infestations of Capeweed can be removed by hand and all plant material removed from the site. Capeweed can be effectively treated with any appropriate herbicide (selective herbicide is recommended) during spring and early summer when the plant is actively growing. For the herbicide to be most effective, spray during rosette stage, before the plant reachs flowering.	
	Cut and Paint - apply suitable herbicide	Gorse (Ulex europaeus)
	Notes: Successful control requires a long-term commitment for several years, even for small infestations. This is because the seeds have a hard, water-resistant coating which allows them to remain dormant in the soil for up to 30 years. Control should aim not only to destroy existing plants and prevent further	
	seed development but also to reduce the amount of seed in the soil seed bank.	GREATER GEELONG CITY COUNCIL PLANNING ENVIRONMENT ACT 1987 GREATER GEELONG PLANNING SCHEME
	Herbicides can be effectively applied, either directly to leaves or painted onto cut stumps. Herbicide treatment works best if applied when plants are actively growing (during spring to early summer and after autumn rain).	Endorsed Plan Planning Permit No: PP-1105-2024 Condition No: 1b Sheet 43 of 47 Approved By Peter Watkins Approved Date 12/12/2025
	Gorse is a 'declared noxious' species under the CaLP Act 1994. It is also classed as a controlled weed in the Corangamite CMA region and is the responsibility of the land manager / landholder to manage.	NOTE: THIS IS NOT A BUILDING APPROVAL
Throughout the year	Monitor for spread	Coast Barb-grass (Parapholis incurva)
Winter/Spring	Spot spray  Notes: Plants can be sprayed with	Toowoomba Canary-grass (Phalaris aquatica)
	non-selective or grass selective	

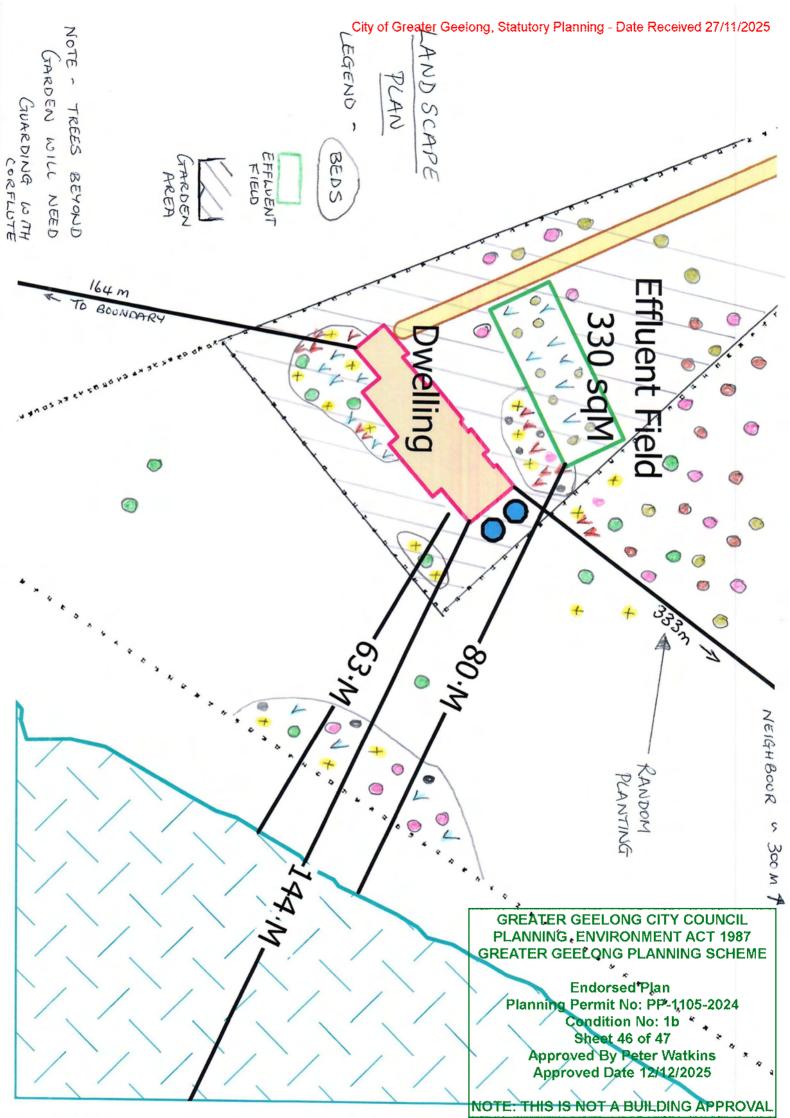


herbicide during winter-spring when plants are actively growing.
Continual follow up treatments are required for larger plants to achieve an effective kill rate. For plants which are growing amongst indigenous vegetation, foliage can be cut near ground level and herbicide applied with a dabber bottle or wick wiper. Larger infestations can be slashed/mown in spring/summer with the aim of reducing seed production and further growth.

Year Two		
Season	Activity	Species
Spring to Autumn	Spot spray / grubbing	Spear Thistle (Cirsium vulgare) and Common Sow-Thistle (Sonchus oleraceus)
Spring/Summer	Spot spray	Cape Weed (Arctotheca calendula)
	Cut and Paint - apply suitable herbicide	Gorse (Ulex europaeus)
Throughout the year	Monitor for spread	Coast Barb-grass (Parapholis incurva)
Winter/Spring	Spot spray	Toowoomba Canary-grass (Phalaris aquatica)

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

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Trees approx 10- 20m  Manna Gum  Red 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 E	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	arine Landcare Nursery in Drysdale
Allowing a planting density for trees of approx 8- 10 m	prox 8- 10 m
Red Gums in Garden will be big so plant at least 15 m apart	t least 15 m apart

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

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Your Ref: RLW:2021:3335-45420

Our Ref: 0701098

18 June 2021

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

Redman Lynch Washington

Email: matthew.lynch@rlw.com.au

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 <a href="https://www.delwp.vic.gov.au/doing-business-with-us/pay-bills-online">https://www.delwp.vic.gov.au/doing-business-with-us/pay-bills-online</a>.

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

ABN 90 719 052 204

## AGRICULTURAL LICENCE

## <u>LAND ACT 1958</u> <u>Section 130</u>

**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 <u>HEREBY AUTHORISES</u> the Licensee to use the Crown land described in the Schedule for the specified purposes set out in the Schedule.

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

Signature of Licensor or Authorised person

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	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.

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.



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## LICENCE SCHEDULE

**1. Licence No.** 0701098

2. Licensor 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.





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.

Overview Map

### 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 Licensee 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.
- 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.
- 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 <a href="mailto:transactioncentre@deeca.vic.gov.au">transactioncentre@deeca.vic.gov.au</a>, 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.* 

	☐ 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 or Rates notice to identify that the proposed Licensee is now the adjoining landowner to the licensed area.
	☐ Part Transfer or ☐ Full Transfer – Please note that in most cases licenses or part of licences can only be transferred to the adjoining land owner.
Deta	ails of present licence holder(s)
Plea: licen	se do not change details of pre-filled information this has been populated from the existing ace.
I/We	Sally Jane Watson
Of:	76 Ocean Road, Point Lonsdale, Victoria, 3225, Australia
Being	the holder(s) of Licence No: 0701098
Grant	ted under the provisions of the Land Act 1958 do hereby agree to transfer said licence.
Signa	ature(s): Date:
-	Licensee is no longer able to sign the form, please provide an explanation in the covering letter with supporting nentation.
	iculars of the adjoining freehold land which is now occupied/owned or in the process urchase by me/us:
Lot o	n Plan Number:
Crow	n allotment number
with p	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.

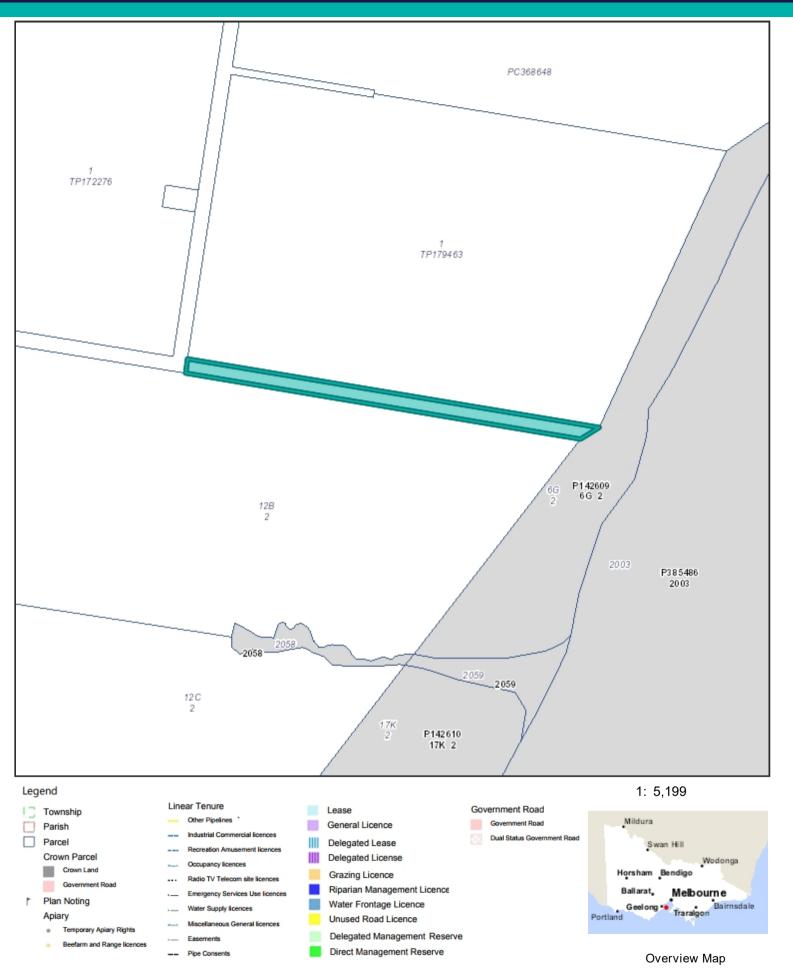
I/We		
Of		
Town:	Postcode:	State:
Postal Address if Different to Above		
Address:		
Town:	Postcode:	State:
which is true and correct, and acknowle	of the said licence to me/us and supply the degree of the purpose	•
		Date:
To ensure the Department meets find email	ancial obligation please provide a conta	ct phone number and
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



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