

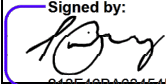
Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land	52A Brears Road, Yarrawonga 3730	
Vendor's name	Timothy David Jury	Date / /
Vendor's signature	Signed by:  213F40BA03454FC... 23/4/2026	
Vendor's name	Amy Louise Jury	Date / /
Vendor's signature	Signed by:  CB2DE1A78E7440F... 23/4/2026	
Purchaser's name		Date / /
Purchaser's signature		
Purchaser's name		Date / /
Purchaser's signature		

1 FINANCIAL MATTERS

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

(a) Their total does not exceed:

\$5,000.00

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

	To	
Other particulars (including dates and times of payments):		

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

1.5 Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ Yes ☐ No
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice of property clearance certificate or is as follows	Date: OR ☐ Not applicable

2 INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3 LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

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

3.2. Road Access

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



3.3. Designated Bushfire Prone Area

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



3.4. Planning Scheme

Attached is a certificate with the required specified information.

4 NOTICES

4.1. Notice, Order, Declaration, Report or Recommendation

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

Not Applicable.

4.2. Agricultural Chemicals

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

Not Applicable.

4.3. Compulsory Acquisition

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

Not Applicable.

5 BUILDING PERMITS

Particulars of any building permit issued under the *Building Act* 1993 in the preceding 7 years (required only where there is a residence on the land):

Not Applicable.

6 OWNERS CORPORATION

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

Not Applicable.

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not Applicable.

8 SERVICES

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

Electricity supply ☒	Gas supply ☒	Water supply ☒	Sewerage ☒	Telephone services ☒
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9 TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10 SUBDIVISION

10.1. Unregistered Subdivision

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

Not Applicable.

10.2. Staged Subdivision

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

Not Applicable.

10.3. Further Plan of Subdivision

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

Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12 DUE DILIGENCE CHECKLIST

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

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

13 ATTACHMENTS

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

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

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

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Due Diligence Checklist

Consumer Affairs Victoria

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

Is there any earth resource activity such as mining in the area?

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

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

VOLUME 12583 FOLIO 429

Security no : 124133829003V
Produced 16/04/2026 10:36 AM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 905506W.
PARENT TITLE Volume 11377 Folio 087
Created by instrument PS905506W 18/11/2024

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
TIMOTHY DAVID JURY
AMY LOUISE JURY both of 61 HOVELL STREET YARRAWONGA VIC 3730
AY819842D 24/01/2025

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY819843B 24/01/2025
CENTRAL MURRAY CREDIT UNION LTD

COVENANT PS705279V 19/09/2012

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

AGREEMENT Section 173 Planning and Environment Act 1987
AY306246G 14/08/2024

DIAGRAM LOCATION

SEE PS905506W FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 52A BREARS ROAD YARRAWONGA VIC 3730

ADMINISTRATIVE NOTICES

NIL

eCT Control 18134B CENTRAL MURRAY CREDIT UNION LIMITED
Effective from 29/01/2025

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS905506W

DOCUMENT END

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Document Type	Plan
Document Identification	PS905506W
Number of Pages (excluding this cover sheet)	2
Document Assembled	16/04/2026 10:36

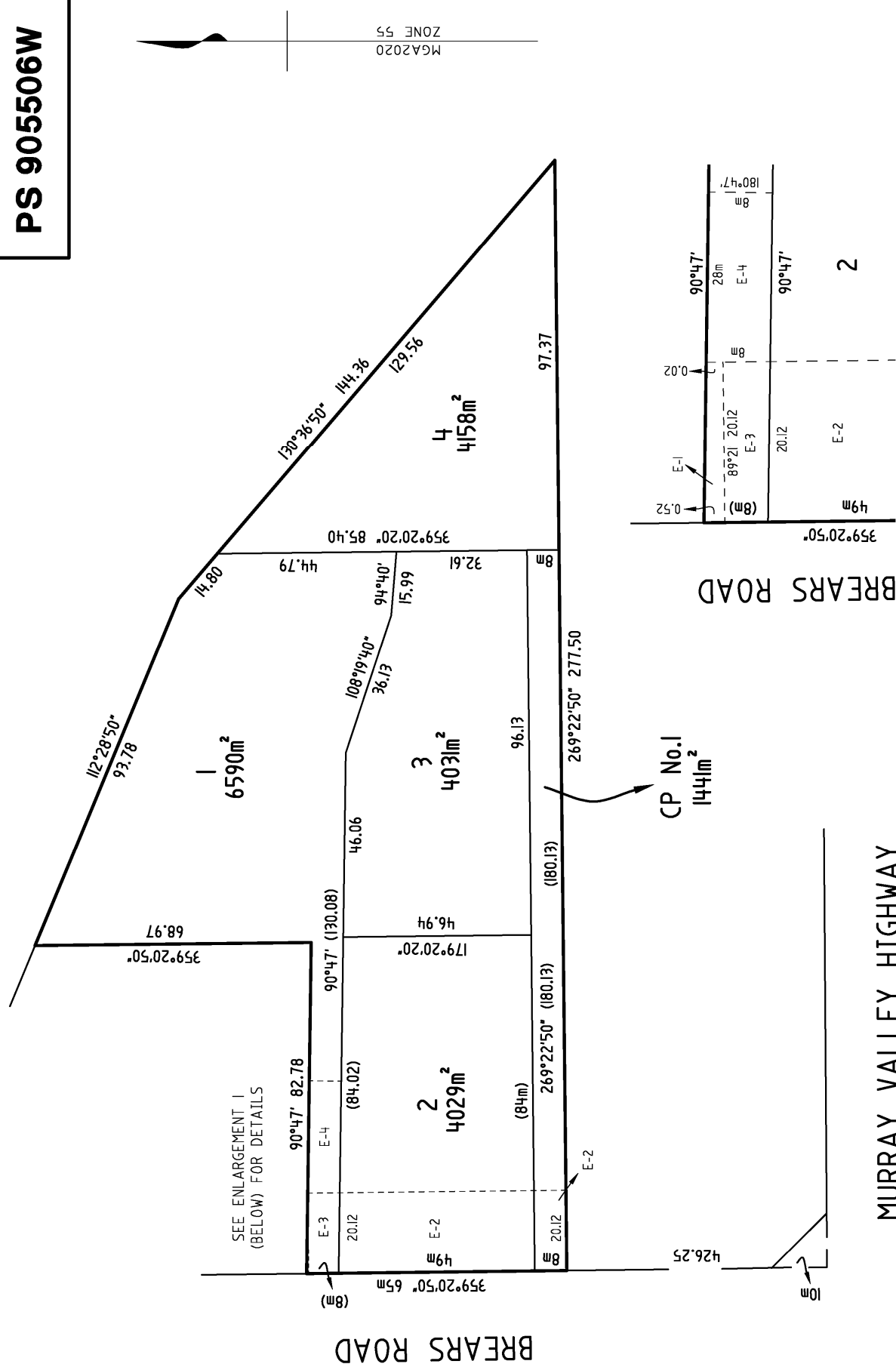
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PLAN OF SUBDIVISION				EDITION 1		PS 905506W	
<div>LOCATION OF LAND</div> <div>PARISH: YARRAWONGA</div> <div>TOWNSHIP: -</div> <div>SECTION: -</div> <div>CROWN ALLOTMENT: 11A(PART)</div> <div>CROWN PORTION: -</div> <div>TITLE REFERENCES: VOL.11377 FOL.087</div> <div>LAST PLAN REFERENCE/S: PS 705279V (LOT 2)</div> <div>POSTAL ADDRESS: 52 BREARS ROAD (At time of subdivision) YARRAWONGA, 3730</div> <div>MGA 94 Co-ordinates (of approx centre of land in plan) E 407540 ZONE: 55 N 6013605 GDA 2020</div>				<div>Council Name: Moira Shire Council</div> <div>Council Reference Number: 7/2022/48 Planning Permit Reference: 5/2021/363 SPEAR Reference Number: S197453V</div> <div>Certification</div> <div>This plan is certified under section 6 of the Subdivision Act 1988</div> <div>Public Open Space</div> <div>A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has not been satisfied at Certification</div> <div>Digitally signed by: Travis John Basham for Moira Shire Council on 21/02/2024</div> <div>Statement of Compliance issued: 20/09/2024</div> <div>Public Open Space</div> <div>A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has been satisfied at Statement of Compliance</div>			
VESTING OF ROADS AND/OR RESERVES							
IDENTIFIER		COUNCIL/BODY/PERSON					
NIL		NIL					
NOTATIONS				NOTATIONS			
<div>DEPTH LIMITATION DOES NOT APPLY</div> <div>CP No.1 - COMMON PROPERTY No.1</div> <div>STAGING. THIS IS NOT A STAGED SUBDIVISION. PLANNING PERMIT No. 5/2021/363</div> <div>SURVEY. THIS PLAN IS IS NOT BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s) 21, 22 & 118 IN PROCLAIMED SURVEY AREA No.</div> <div>LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES.</div>							
EASEMENT INFORMATION							
LEGEND A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)							
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THE PLAN							
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of			
E-1	WATER SUPPLY & DRAINAGE	20.12	LP 118722	LOTS ON LP 118722			
E-2 & E-3	WATER SUPPLY & CARRIAGEWAY	20.12	LP 118722	LOTS ON LP 118722			
E-1, E-3 & E-4	WAY	SEE DIA.	PS 705279V	LOT 1 ON PS 705279V			
<div>OM</div> <div>Ovens + Murray Land Survey</div>		ABN 59 633 151 186 PO Box 265 Yarrawonga VIC 3730 Mobile 0417 216 710 andrew@omls.com.au		SURVEYORS FILE REF 20058		ORIGINAL SHEET SIZE: A3	SHEET 1 OF 2 SHEETS
Digitally signed by: Andrew J Mott, Licensed Surveyor, Surveyor's Plan Version (01), 08/07/2022, SPEAR Ref: S197453V				Land Use Victoria Plan Registered 11:56 AM 18/11/2024 Assistant Registrar of Titles			

PS 905506W



MURRAY VALLEY HIGHWAY

ENLARGEMENT 1
NOT TO SCALE

ABN 59 633 151 186
PO Box 265
Yarrawonga VIC 3730
Mobile 0417 216 710
andrew@omls.com.au

OM
Ovens + Murray Lar

Amended by: Andrew J Mott, Licensed Surveyor 28/10/2024.

Digitally signed by: Andrew J Mott, Licensed Surveyor,
Surveyor's Plan Version (01),
08/07/2022, SPEAR Ref: S197453V

Digitally signed by:
Moira Shire Council,
21/02/2024,
SSPEAR Ref: S197453V

SCALE
1:1000

ORIGINAL SHEET
SIZE: A3
SHEET 2 OF 2 SHEETS



Department of Transport and Planning

Electronic Instrument Statement

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Produced 16/04/2026 10:36:53 AM

Status	Registered	Dealing Number	AY306246G
Date and Time Lodged	14/08/2024 04:35:03 PM		

Lodger Details

Lodger Code	17829T
Name	RUSSELL KENNEDY
Address	
Lodger Box	
Phone	
Email	
Reference	115581-3552

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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Estate and/or Interest

FEE SIMPLE

Land Title Reference

11377/087

Instrument and/or legislation

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

Applicant(s)

Name	MOIRA SHIRE COUNCIL
Address	
Street Number	44
Street Name	STATION
Street Type	STREET
Locality	COBRAM
State	VIC
Postcode	3644

Additional Details



Department of Transport and Planning

Electronic Instrument Statement

Refer Image Instrument

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

Execution

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

Executed on behalf of	MOIRA SHIRE COUNCIL
Signer Name	MICHAEL JAMES DOWLING
Signer Organisation	PARTNERS OF RUSSELL KENNEDY
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	14 AUGUST 2024

File Notes:

NIL

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

Statement End.



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Document Type	Instrument
Document Identification	AY306246G
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Document Assembled	16/04/2026 10:36

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MOIRA SHIRE COUNCIL

and

PETER JOHN SPRUNT

and

LYNETTE JEAN SPRUNT

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

Land: 52 Brears Road, Yarrawonga, Victoria 3730

Russell Kennedy Pty Ltd ACN 126 792 470 ABN 14 940 129 185
Level 12, 469 La Trobe Street, Melbourne VIC 3000 Australia PO Box 5146, Melbourne VIC 3001 Australia
T +61 3 9609 1555 F +61 3 9609 1600 info@rk.com.au russellkennedy.com.au

Liability limited by a scheme approved under Professional Standards Legislation.

Ref APC 115581-03552

An international member of

Ailly Law

© Russell Kennedy Pty Ltd

THIS AGREEMENT is dated

25th July

2024

PARTIES

- 1 **MOIRA SHIRE COUNCIL**
of 44 Station Street, Cobram, Victoria 3643
(Council)
- 2 **PETER JOHN SPRUNT AND LYNETTE JEAN SPRUNT**
of 52 Brears Road, Yarrawonga, Victoria 3730
(Owner)

RECITALS

- A The Council is the responsible authority under the Act for the Scheme.
- B The Owner is registered or is entitled to be registered as proprietor of the Land.
- C Condition 21 of the Permit provides as follows:

"21) Mandatory BMO condition

Before the statement of compliance is issued under the Subdivision Act 1988 the owner must enter into an agreement with the responsible authority under Section 173 of the Planning and Environment Act 1987. The agreement must:

- a. State that it has been prepared for the purpose of an exemption from a planning permit under Clause 44.06-2 of the Moira Planning Scheme.*
- b. Incorporate the plan prepared in accordance with Clause 53.02-4.4 of this planning scheme and approved under this permit.*
- c. State that if a dwelling is constructed on the land without a planning permit that the bushfire protection measures set out in the plan incorporated into the agreement must be implemented and maintained to the satisfaction of the responsible authority on a continuing basis.*

The land owner must pay the reasonable costs of the preparation, execution and registration of the Section 173 Agreement."

- D Condition 22 of the Permit provides as follows:

"CFA Conditions

22) Amended Bushfire Management Plan

Before certification under the Subdivision Act 1988, an amended bushfire management plan (BMP) must be submitted to and endorsed by the Responsible Authority. When approved, the BMP will be endorsed by the Responsible Authority and be included as an annexure to the section 173 agreement. The plan must be generally in accordance with (Figure 12 – Proposed defendable space, water supply and building envelopes plan & Schedule of Bushfire Protection Measures – contained in the Bushfire Management Statement – 52 Brears Road, Yarrawonga

- Ref No.21.394 prepared by Sam Thompson / Regional Planning & Design version A dated 14/10/2021) but modified to replace the conditions for Defendable space and Access with:

a) Defendable space

Defendable space is provided around the proposed building envelopes to the property boundary for Lots 2, 3 & 4 where vegetation (and other flammable materials) will be modified and managed in accordance with the following requirements:

- i. Grass must be short cropped and maintained during the declared fire danger period.
- ii. All leaves and vegetation debris must be removed at regular intervals during the declared fire danger period.
- iii. Within 10 metres of a building, flammable objects must not be located close to the vulnerable parts of the building.
- iv. Plants greater than 10 centimetres in height must not be placed within 3m of a window or glass feature of the building.
- v. Shrubs must not be located under the canopy of trees.
- vi. Individual and clumps of shrubs must not exceed 5 sq. metres in area and must be separated by at least 5 metres.
- vii. Trees must not overhang or touch any elements of the building.
- viii. The canopy of trees must be separated by at least 5 metres.
- ix. There must be a clearance of at least 2 metres between the lowest tree branches and ground level.

b) Access

- i. Curves must have a minimum inner radius of 10m.
- ii. The average grade must be no more than 1 in 7 (14.4 per cent) (8.1 degrees) with a maximum of no more than 1 in 5 (20 per cent) (11.3 degrees) for no more than 50m.
- iii. Have a minimum trafficable width of 3.5m of all- weather construction.
- iv. Be clear of encroachments for at least 0.5m on each side and 4m above the accessway.
- v. Dips must have no more than a 1 in 8 (12.5 per cent) (7.1 degrees) entry and exit angle.
- vi. Incorporate a turning area for fire fighting vehicles close to the building by one of the following:
 1. A turning circle with a minimum radius of eight metres.
 2. A driveway encircling the dwelling.

3. *The provision of other vehicle turning heads – such as a T or Y head – which meet the specification of Austroad Design for an 8.8 metre Service Vehicle*

c) *Matters to be set out in Section 173 Agreement*

d) *In addition to the requirements of Clause 44.06-5 of the Moira Planning Scheme the section 173 Agreement prepared in accordance with that clause must also specify:*

i. *Explicitly exclude Lot 1 from the following exemption under Clause 44.06-2 of the Moira Planning Scheme:*

A building or works consistent with an agreement under section 173 of the Act prepared in accordance with a condition of permit issued under the requirements of clause 44.06-5.

End CFA Conditions”

E This Agreement has been entered into in order to:

- (i) comply with condition 21 and 22 of the Permit;
- (ii) prohibit, restrict or regulate the use or development of the Land;
- (iii) achieve and advance the objectives of planning in Victoria and the objectives of the Scheme in relation to the Land.

F Clause 44.06-5 of the Moira Planning Scheme and conditions 21 and 22 of the Permit set out above requires that the Bushfire Management Plan must be included as an annexure to this Agreement.

G This Agreement is made under Division 2 of Part 9 of the Act.

OPERATIVE PROVISIONS

1 DEFINITIONS

In this Agreement:

- (a) **Act** means the *Planning and Environment Act 1987* (Vic).
- (b) **Agreement** means this Agreement, including the recitals and any annexures to this Agreement.
- (c) **Building** has the same meaning as it has in the Act.
- (d) **Business Day** means Monday to Friday excluding public holidays in Victoria.
- (e) **Bushfire Management Plan** means the plan prepared by Sam Thompson/Regional Planning and Design Version Bushfire Management Plan Version C dated 30 May 2023 and endorsed by Council on 27 June 2023, a copy of which is attached as Annexure 1 to this Agreement.
- (f) **Drainage Plan** means the plan entitled “Road & Drainage Plans 4 Lot Subdivision” prepared by Fischer Development Solutions Drawing no. F120CIV04/13 dated 17 May 2023.

- (g) **Dwelling** has the same meaning as in the Scheme.
- (h) **Endorsed Plan** means the plan or plans endorsed from time to time with the stamp of Council as the plan which forms part of the Permit.
- (i) **GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended).
- (j) **GST** means the goods and services tax as provided for by the GST Law.
- (k) **GST Law** means the GST Act and any associated legislation including without limitation delegated legislation.
- (l) **Input Tax Credit** in relation to a supply, means a credit under the GST Act for the GST payable by the recipient in respect of the supply.
- (m) **Land** means the land known as 52 Brears Road, Yarrowonga, Victoria 3730 being the whole of the land more particularly described in certificate of title volume 11377 folio 087.
- (n) **Lot** means a lot as shown on the Plan.
- (o) **Lot 1** means Lot 1 created by the subdivision in accordance with the Permit.
- (p) **Lot 2** means Lot 2 created by the subdivision in accordance with the Permit.
- (q) **Lot 3** means Lot 3 created by the subdivision in accordance with the Permit.
- (r) **Lot 4** means Lot 4 created by the subdivision in accordance with the Permit.
- (s) **Mortgagee** means the person or persons registered or entitled from time to time to be registered by the Registrar as mortgagee of the Land or any part of it.
- (t) **New Dwelling** means any new Dwelling to be constructed on the Land.
- (u) **Owner** means the person or persons who are registered or are entitled to be registered as proprietor of an estate in fee simple in the Land or any part thereof and includes a mortgagee in possession.
- (v) **Permit** means planning permit 5/2021/363 issued in respect of the Land by Council on 12 May 2022 as amended from time to time allowing for "Subdivision of the land into four lots in accordance with the endorsed plans".
- (w) **Register** means the register of land kept and maintained by the Registrar pursuant to the *Transfer of Land Act 1958* (Vic).
- (x) **Registrar** means the Registrar of Titles for the purpose of the *Transfer of Land Act 1958* (Vic).
- (y) **Scheme** means the Moira Planning Scheme or any other planning scheme which applies to the Land from time to time.
- (z) **Tax Invoice** in relation to a supply, means an invoice for the supply required by the GST Act to support a claim by the recipient for an Input Tax Credit for the GST on the supply.

2 COMMENCEMENT

This Agreement comes into force on the date it was made as set out above.

3 ENDING OR AMENDING AGREEMENT

3.1 Ending or amending

This Agreement ends or may be amended in accordance with the Act.

3.2 Cancellation or alteration of recording

As soon as reasonably practicable after this Agreement has ended or has been amended, the Council must, at the request and at the cost of the Owner, apply to the Registrar under the Act to cancel or alter the recording of this Agreement on the folio of the Register to the Land.

4 OWNER'S COVENANTS

4.1 Bushfire management

4.1.1 This Agreement has been prepared for the purpose of an exemption from a planning permit under Clause 44.06-2 of the Scheme.

4.1.2 The Owner covenants and agrees that if a Dwelling is constructed on the Land without a planning permit:

(a) the bushfire protection measures set out in the Bushfire Management Plan must be implemented and maintained to the satisfaction of the Council on a continuing basis; and

(b) any Building and any vegetation must be managed and maintained on the Land in accordance with the Bushfire Management Plan, in perpetuity;

all at no cost to Council and to the satisfaction of the Council.

4.1.3 The Owner covenants and agrees that the Bushfire Management Plan must not be altered except with the prior written approval of the CFA and Council.

4.1.4 This Agreement specifically excludes Lot 1 from the exemption set out in Clause 44.06-2 of the Scheme that relates to a building or works consistent with an agreement under Section 173 of the Act prepared in accordance with a condition of permit issued under the requirements of Clause 44.06-5.

4.2 Rainwater

The Owner covenants and agrees that prior to the occupation of any New Dwelling on a Lot:

4.2.1 the Owner must install a minimum 50,000 litre rainwater tank with a Ø42 millimetre orifice, 1.53 metre high on Lot 2 and Lot 3 to collect stormwater from 100 percent of the roof area of every Dwelling on Lot 2 and Lot 3;

4.2.2 the Owner must install a minimum 25,000 litre rainwater tank with a Ø35 millimetre orifice, 1 metre high on Lot 4 to collect stormwater from 100 percent of the roof area of every Dwelling on Lot 4; and

4.2.3 the Owner must limit the site discharge for Lots 2 & 3 to 5 litres per second and Lot 4 to 3 litres per second;

in accordance with the Drainage Plan all at the cost of the Owner and all to the satisfaction of Council.

4.3 Future building minimum finish floor level

The Owner covenants and agrees that prior to the occupation of any new Dwelling on a Lot, the Owner must ensure the minimum finished floor level (FFL) for:

4.3.1 Lot 2 is FFL 126.20;

4.3.2 Lot 3 is FFL 126.10; and

4.3.3 Lot 4 is FFL 126.00.

4.4 Successors in title

Until this Agreement is recorded on the folio of the Register which relates to the Land pursuant to section 181 of the Act, the Owner must ensure that the Owner's successors in title give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement including requiring the successors in title to execute a deed agreeing to be bound by the terms of this Agreement. Until that deed is executed, the Owner, being a party to this Agreement, remains liable to perform all of the Owner's obligations contained in this Agreement.

4.5 Further assurance

The Owner must do all things necessary (including signing any further agreement, acknowledgment or document) to enable the Council to record this Agreement on the folio of the Register which relates to the Land.

4.6 Payment of Council's costs

The Owner agrees to pay on demand to the Council the Council's costs and expenses (including any legal fees incurred on a solicitor-client basis) of and incidental to the preparation, execution, recording, removal, amendment and enforcement of this Agreement.

4.7 Mortgagee to be bound

The Owner covenants to obtain the consent of any Mortgagee to be bound by the covenants in this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

4.8 Indemnity

The Owner covenants to indemnify and keep the Council, its officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit, action, proceeding, judgement or claim brought by any person arising from or referable to this Agreement or any non-compliance with this Agreement.

4.9 Standard of works

The Owner covenants to comply with the requirements of this Agreement and to complete all works required by this Agreement as expeditiously as possible at its cost and to the satisfaction of the Council.

4.10 Council access

The Owner covenants to allow the Council and its officers, employees, agents, workmen and contractors or any of them, to enter the Land (at any reasonable time) to assess compliance with this Agreement.

4.11 Covenants run with the Land

The Owner's obligations in this Agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and every part of it, and bind the Owner and its successors, assignees and transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land.

4.12 Owner's warranty

The Owner warrants and covenants that:

- 4.12.1 the Owner is the registered proprietor (or is entitled to become the registered proprietor) of the Land and is also the beneficial owner of the Land;
- 4.12.2 the execution of this Agreement by the Owner complies with the Registrar's Requirements for Paper Conveyancing Transactions made under the *Transfer of Land Act 1958* (Vic);
- 4.12.3 there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land which have not been disclosed by the usual searches of the folio of the Register for the Land or notified to the Council;
- 4.12.4 no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in the *Transfer of Land Act 1958* (Vic); and
- 4.12.5 until this Agreement is recorded on the folio of the Register which relates to the Land, the Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of the Land without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

5 GOODS AND SERVICES TAX

5.1 Definitions and expressions

Expressions used in this Agreement that are defined in the GST Act have the same meaning as given to them in the GST Act, unless expressed to the contrary.

5.2 Amounts payable do not include GST

Each amount, of whatever description, specified as payable by one party to the other party under this Agreement is expressed as a GST exclusive amount unless specified to the contrary.

5.3 Liability to pay any GST

Subject to clause 5.4, in addition to any amount payable by one party to the other party under this Agreement in respect of a taxable supply, the party liable to pay the amount (**Recipient**) must pay to the other party (**Supplier**) a sum equivalent to the GST payable, if any, by the Supplier in respect of the taxable supply on the date on which the Supplier makes a taxable

supply to the Recipient irrespective of when the Supplier is liable to remit any GST under this Agreement in respect of a taxable supply to any governmental authority.

5.4 Tax Invoice

A party's right to payment under clause 5.3 is subject to a Tax Invoice being delivered to the Recipient.

6 GENERAL

6.1 No fettering of Council's powers

This Agreement does not fetter or restrict the Council's power or discretion in respect of any of the Council's decision making powers including but not limited to an ability to make decisions under the *Local Government Act 2020* (Vic), and the Act or to make or impose requirements or conditions in connection with any use or development of the Land or the granting of any planning permit, the approval or certification of any plans of subdivision or consolidation relating to the Land or the issue of a statement of compliance in connection with any such plans.

6.2 Time of the essence

Time is of the essence as regards all dates, periods of time and times specified in this Agreement.

6.3 Governing law and jurisdiction

This Agreement is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts and tribunals of Victoria and waives any right to object to proceedings being brought in those courts or tribunals.

6.4 Enforcement and severability

6.4.1 This Agreement shall operate as a contract between the parties and be enforceable as such in a court of competent jurisdiction regardless of whether, for any reason, this Agreement were held to be unenforceable as an agreement pursuant to Division 2 of Part 9 of the Act.

6.4.2 If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void, then it shall be severed and the other provisions of this Agreement shall remain operative.

7 NOTICES

7.1 Service of notice

A notice or other communication required or permitted, under this Agreement, to be served on a person must be in writing and may be served:

7.1.1 personally on the person;

7.1.2 by leaving it at the person's address set out in this Agreement;

7.1.3 by posting it by prepaid post addressed to that person at the person's current address for service;

- 7.1.4 by email to the person's current email address notified to the other party; or
- 7.1.5 by facsimile to the person's current number notified to the other party.

7.2 Time of service

A notice or other communication is deemed served:

- 7.2.1 if served personally or left at the person's address, upon service;
- 7.2.2 if posted within Australia to an Australian address by express post, two Business Days; by standard post, six Business Days after posting;
- 7.2.3 if sent by email, subject to clause 7.2.5, at the time of receipt as specified in section 13A of the *Electronic Transactions (Victoria) Act 2000* (Vic);
- 7.2.4 if served by facsimile, subject to clause 7.2.5, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile; and
- 7.2.5 if received after 5.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

7.3 Proof of receipt of notice by email

In proving that a notice given by email has been received by the recipient, it is sufficient to produce an acknowledgement or receipt that the email has reached the recipient's email address.

8 INTERPRETATION

In this Agreement, unless the contrary intention appears:

- 8.1 the singular includes the plural and vice versa;
- 8.2 a reference to a document or instrument, including this Agreement, includes a reference to that document or instrument as novated, altered or replaced from time to time;
- 8.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;
- 8.4 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;
- 8.5 words importing one gender include other genders;
- 8.6 other grammatical forms of defined words or expressions have corresponding meanings;
- 8.7 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:
 - 8.7.1 two or more parties; or
 - 8.7.2 a party comprised of two or more persons,is made or given and binds those parties or persons jointly and severally;

- 8.8 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;
- 8.9 a recital, schedule, annexure or description of the parties forms part of this Agreement;
- 8.10 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;
- 8.11 if an act required to be done under this Agreement on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;
- 8.12 a reference to an authority, institution, association or body (original entity) that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity;
- 8.13 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Agreement.

EXECUTED pursuant to Division 2 of Part 9 of the Act.

THE COMMON SEAL of the **MOIRA SHIRE COUNCIL** was hereunto affixed in the presence of:



Chief Executive Officer

On the 25th of July 2024

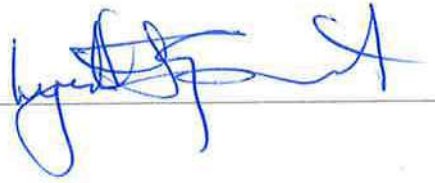
Mathew Morgan



AY306246

SIGNED SEALED AND DELIVERED
by **LYNETTE JEAN SPRUNT** in the
presence of:

)
)



Witness signature



Ross Anthony Mulquircy
Witness name

Date: 20/06/24

AY306246G

SIGNED SEALED AND DELIVERED
by **PETER JOHN SPRUNT** in the presence
of:

)
)



Witness signature

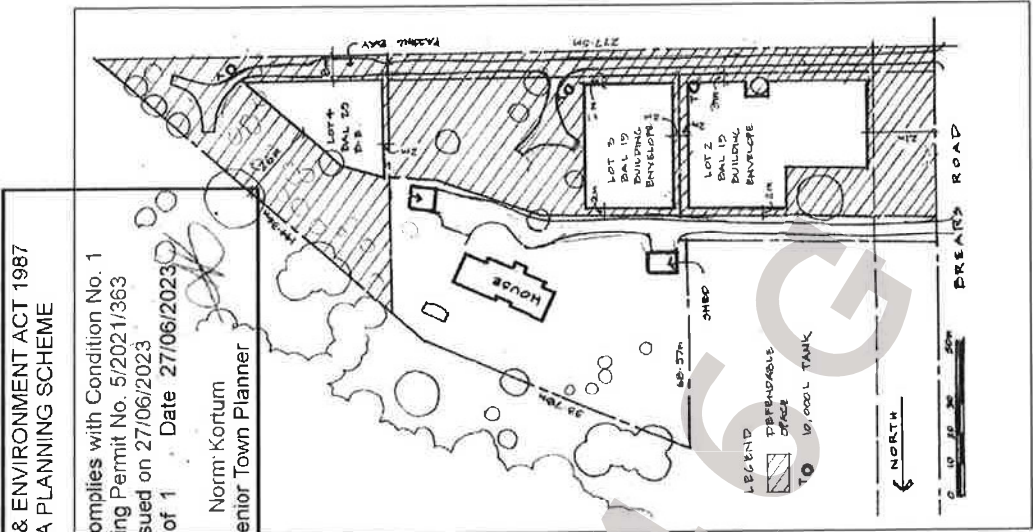


Ross Anthony Mulquaney
Witness name

Date: 20/06/24

AY306246G

ANNEXURE 1
(Bushfire Management Plan)



Schedule of Bushfire Protection Measures

Defendable space

- Defendable space is provided around the proposed building envelopes to the property boundary for Lots 2, 3 & 4 where vegetation of Planning Permit No. 5/2021/363 Issued on 27/06/2023 Sheet 1 of 1 Date 27/06/2023 Senior Town Planner Norm Kortum
- (and other flammable materials) will be modified and managed in accordance with the following requirements
 - Grass must be short cropped and maintained during the declared fire danger period.
 - All leaves and vegetation debris must be removed at regular intervals during the declared fire danger period.
 - Within 10 metres of a building, flammable objects must not be located close to the vulnerable parts of the building.
 - Plants greater than 10 centimetres in height must not be placed within 3m of a window or glass feature of the building.
 - Shrubs must not be located under the canopy of trees.
 - Individual and clumps of shrubs must not exceed 5 sq. metres in area and must be separated by at least 5 metres.
 - Trees must not overhang or touch any elements of the building
 - The canopy of trees must be separated by at least 5 metres.
 - There must be a clearance of at least 2 metres between the lowest tree branches and ground level.

Construction standards

The dwellings on Lots 2 and 3 will be designed and constructed a minimum Bushfire Attack Level of (BAL) 19 and the dwelling on Lot 4 will be to BAL 29.

Water supply

A tank will be provided for Lots 2, 3 and 4 which will hold 10 000 litres of effective water supply for fire fighting purposes which meets the following requirements:

- Is stored in an above ground water tank constructed of concrete or metal.
- All fixed above-ground water pipes and fittings required for fire fighting purposes must be made of corrosive resistant metal.
- Include a separate outlet for occupant use
- The water supply must also
 - Incorporate a ball or gate valve (British Standard Pipe (BSP) 65mm) and coupling (64 mm CFA 3 thread per inch male fitting).
 - The outlet/s of the water tank must be within 4m of the access way and 60 m of all parts of the dwelling and be unobstructed.
 - Be readily identifiable from the building or appropriate identification signage to the satisfaction of CFA must be provided.
 - Any pipework and fittings must be a minimum of 65 mm (excluding the CFA coupling).

Access

Access for the fire fighting purposes must be provided which meets the following requirements:

- A load limit of at least 15 tonnes.
- Curves must have a minimum inner radius of 10m.
- The average grade must be no more than 1 in 7 (14.4 per cent) (8.1 degrees) with a maximum of no more than 1 in 5 (20 per cent) (11.3 degrees) for no more than 50m.
- Have a minimum trafficable width of 3.5m of all weather construction.
- Be clear of encroachments for at least 0.5m on each side and 4m above the access way.
- Dips must have no more than a 1 in 8 (12.5 per cent) (7.1 degrees) entry and exit angle.
- Incorporate a turning area for fire fighting vehicles close to the building by one of the following:
 1. A turning circle with a minimum radius of eight metres.
 2. A driveway encircling the dwelling.
 3. The provision of other vehicle turning heads – such as a T or Y head – which meet the specification of Ausroad Design for an 8.8 metre Service Vehicle
 - A 20m long, 6m wide passing bay will be provided

FIGURE 13 BUSHFIRE MANAGEMENT PLAN

52 BREARS ROAD YARRAWONGA VERSION C

30/5/2023



Department of Transport and Planning

Owners Corporation Search Report

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Produced: 16/04/2026 10:36:53 AM

OWNERS CORPORATION 1
PLAN NO. PS905506W

The land in PS905506W is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 2 - 4.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

52 BREARS ROAD YARRAWONGA VIC 3730

PS905506W 18/11/2024

Owners Corporation Manager:

NIL

Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

PS905506W 18/11/2024

Notations:

NIL

Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 2	25	25
Lot 3	25	25
Lot 4	25	25
Total	75.00	75.00

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.



Department of Transport and Planning

Owners Corporation Search Report

Produced: 16/04/2026 10:36:53 AM

OWNERS CORPORATION 1
PLAN NO. PS905506W

Statement End.

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 16 April 2026 11:03 AM

PROPERTY DETAILS

Address: **52A BREARS ROAD YARRAWONGA 3730**

Lot and Plan Number: **Lot 2 PS905506**

Standard Parcel Identifier (SPI): **2\PS905506**

Local Government Area (Council): **MOIRA**

Council Property Number: **92371152**

Planning Scheme: **Moira**

Directory Reference: **Vicroads 33 H2**

www.moira.vic.gov.au

[Planning Scheme - Moira](#)

UTILITIES

Rural Water Corporation: **Goulburn-Murray Water**

Urban Water Corporation: **North East Water**

Melbourne Water: **Outside drainage boundary**

Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**

Legislative Assembly: **OVENS VALLEY**

OTHER

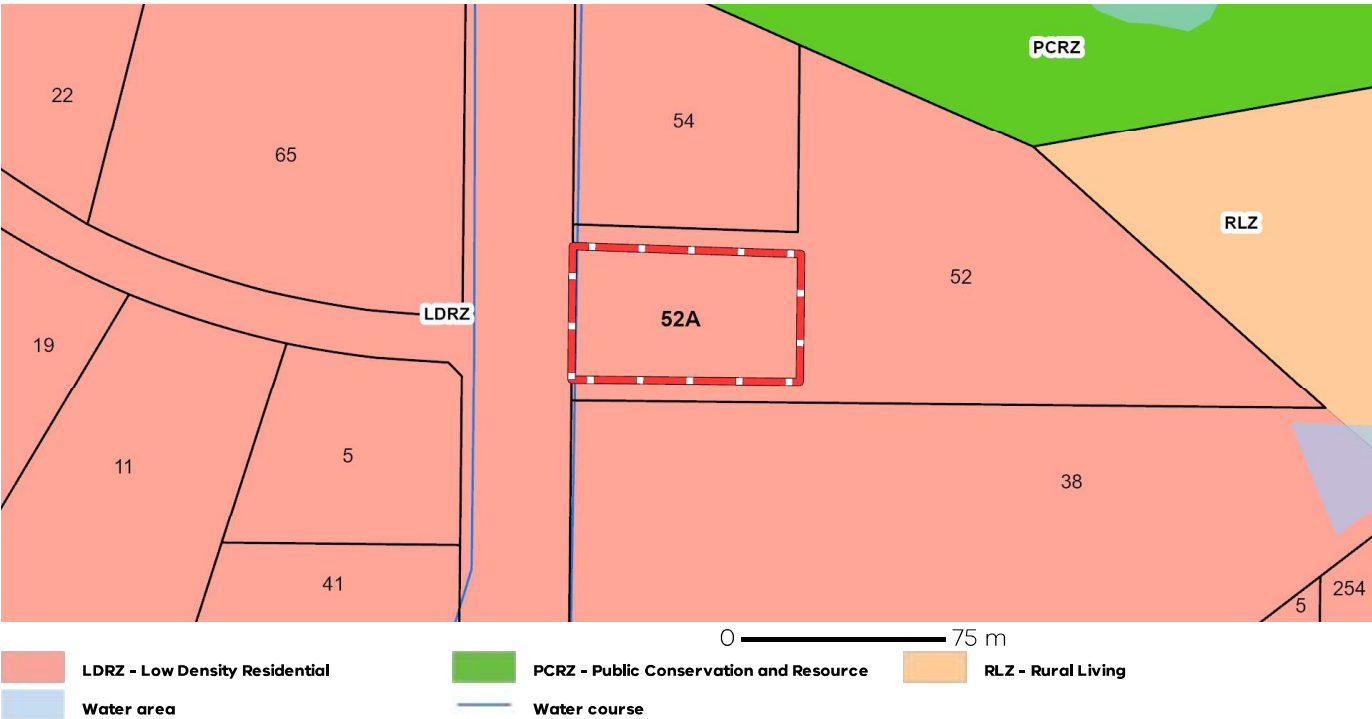
Registered Aboriginal Party: **Yorta Yorta Nation Aboriginal Corporation**

Fire Authority: **Country Fire Authority**

[View location in VicPlan](#)

Planning Zones

[LOW DENSITY RESIDENTIAL ZONE \(LDRZ\)](#)
[SCHEDULE TO THE LOW DENSITY RESIDENTIAL ZONE \(LDRZ\)](#)

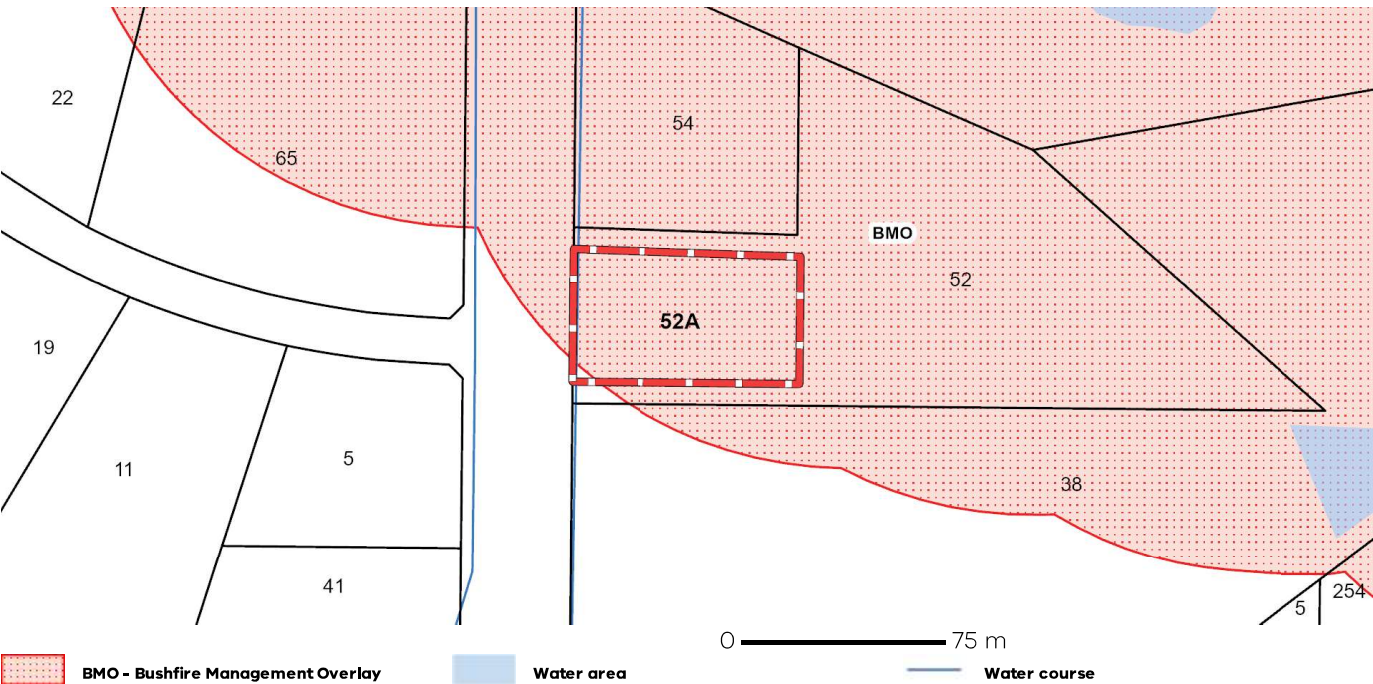


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

PLANNING PROPERTY REPORT

Planning Overlays

BUSHFIRE MANAGEMENT OVERLAY (BMO)



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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

RURAL FLOODWAY OVERLAY (RFO)



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

PLANNING PROPERTY REPORT

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which 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/govQuestion1.aspx>

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



PLANNING PROPERTY REPORT



VICTORIA
State
Government

Department
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and Planning

Further Planning Information

Planning scheme data last updated on 9 April 2026.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

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

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

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

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

PLANNING PROPERTY REPORT



VICTORIA
State
Government

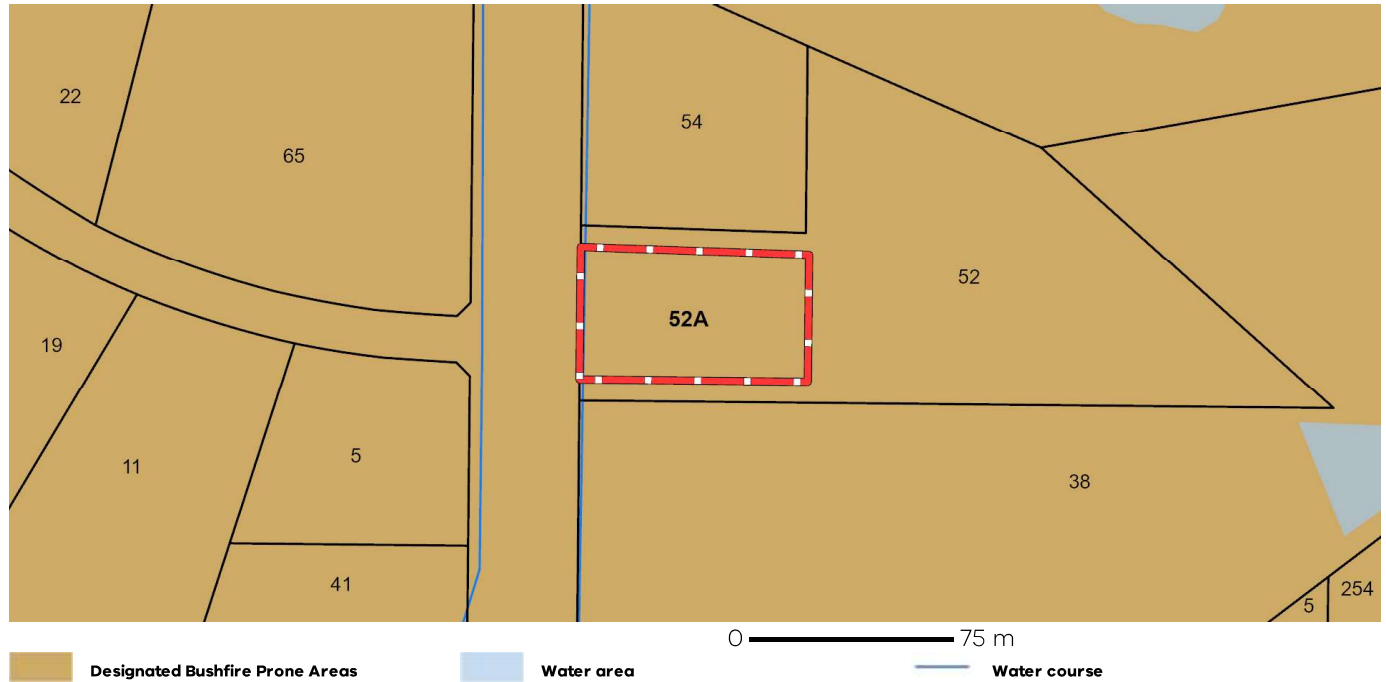
Department
of Transport
and Planning

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 <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 \(environment.vic.gov.au\)](http://nativevegetation.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 \(environment.vic.gov.au\)](http://naturekit.environment.vic.gov.au)

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Read the full disclaimer at <https://www.vic.gov.au/disclaimer>

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

PLANNING PROPERTY REPORT: 52A BREARS ROAD YARRAWONGA 3730

Page 5 of 5

PROPERTY REPORT

Created at 16 April 2026 11:03 AM

PROPERTY DETAILS

Address: **52A BREARS ROAD YARRAWONGA 3730**

Lot and Plan Number: **Lot 2 PS905506**

Standard Parcel Identifier (SPI): **2\PS905506**

Local Government Area (Council): **MOIRA**

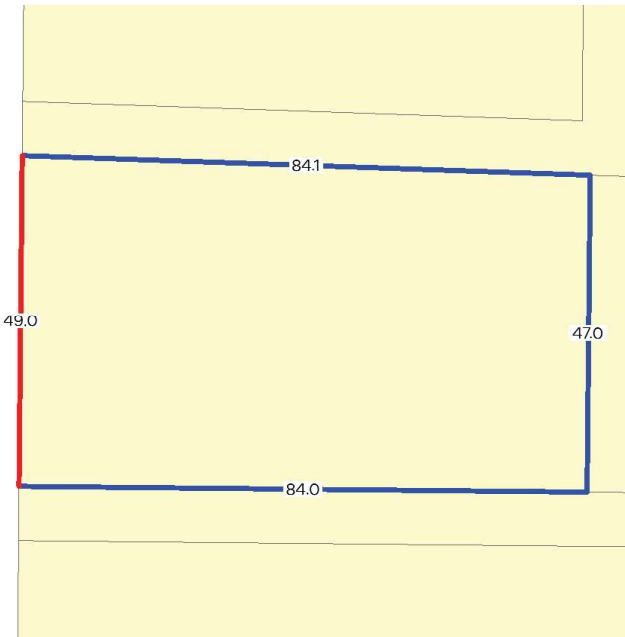
Council Property Number: **92371152**

Directory Reference: **Vicroads 33 H2**

www.moira.vic.gov.au

SITE DIMENSIONS

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



Area: 4031 sq. m

Perimeter: 264 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at

[Title and Property Certificates](#)

UTILITIES

Rural Water Corporation: **Goulburn-Murray Water**

Urban Water Corporation: **North East Water**

Melbourne Water: **Outside drainage boundary**

Power Distributor: **POWERCOR**

STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**

Legislative Assembly: **OVENS VALLEY**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

PROPERTY REPORT

Area Map





ANNUAL VALUATION, RATES AND CHARGES NOTICE

For period 1 July 2025 to 30 June 2026



Timothy David Jury & Amy Louise Jury
61 Hovell Street
YARRAWONGA VIC 3730

ABN 20 538 141 700

Assessment Number92371152

Issue Date04/08/2025



034
1003291
DLX1_14233

PAYMENT OPTION 1 - QUARTERLY INSTALMENTS		
	DUE DATE	AMOUNT
1st*	30/09/2025	\$616.05
2nd	30/11/2025	\$616.00
3rd	28/02/2026	\$616.00
4th	31/05/2026	\$616.00

PAYMENT OPTION 2 - LUMP SUM		
	DUE DATE	AMOUNT
	15 Feb 2026	\$2,464.05

*ARREARS: Arrears (if any) are included in the 1st instalment. This amount is overdue and payable immediately.

Scan to pay flexibly



Scan the QR code with your mobile device or visit pay.moirav.vic.gov.au to pay in full or choose from flexible weekly, fortnightly, monthly or quarterly instalments.



Property Details

Property Location: 52A Brears Road YARRAWONGA VIC 3730
Property Description: Lot 2 PS 905506
AVPCC: 100 - Vacant Residential Home Site/Surveyed Lo
Owner/Occupier: Timothy David Jury & Amy Louise Jury

Capital Improved Value	Site Value	Net Annual Value	Valuation Base Date	Valuation Effective Date
\$397,000	\$397,000	\$19,850	01/01/2025	01/07/2025

Rates, Charges and Rebates

Council Rates, Charges and Rebates

Balance Outstanding -\$0.03
Residential Vacant (0.00437128 x \$397,000 CIV) \$1,735.40
Municipal Charge \$390.00
Environmental Charge \$134.00
Victorian Government - Emergency Services and Volunteers Fund (ESVF)
ESVF Residential Fixed Charge \$136.00
ESVF Levy Residential (0.000173 x \$397,000 CIV) \$68.68

PLEASE NOTE

Payments received on or after 04/08/2025 have not been deducted from the balance. If you have any queries please contact our Customer Experience Team.

Total Amount \$2,464.05

Biller Code: 79848
Ref: 92371152

BPAY this payment via internet or phone banking.
BPAY View - View and pay this bill using internet banking.
BPAY View Registration No.: Please enter the BPAY Reference number. (next to the BPAY Logo on your notice)

Billpay Code: 3824
Ref: 92371152

Pay in person at any Post Office or
by cheque 1300 304 804



Council Use



Part 1 *3824 92371152



Full Amount *3824 92371152



To have your notices emailed
Register at moira.enotices.com.au
Reference No: DB8FD8AD0G

SEE OVER PAGE FOR OTHER PAYMENT
METHODS AND IMPORTANT INFORMATION



ANNUAL VALUATION, RATES AND CHARGES NOTICE

Financial Year 1 July 2025 - 30 June 2026

How differential categories impact general rates

Changes to *Local Government (General) Regulations 2015* require all rate notices to show calculations for your property rates under each of Council's differential categories. The calculation of rates in this table multiplies the Capital Improved Value (CIV) of your property by the rates in the dollar for each differential category.



Please note this table is provided for information purposes only. Please refer to Page 1 of the rates notice for the rates, charges and rebates levied.

Differential	Rate in the Dollar (RID)	General Rates
Residential Building	0.00218564	\$867.70
Residential Vacant	0.00437128	\$1,735.40
Farmland	0.00207636	\$824.31
Commercial or Industrial Building	0.00305990	\$1,214.78
Commercial or Industrial Vacant	0.00546410	\$2,169.25
Rural Building	0.00218564	\$867.70
Rural Vacant	0.00437128	\$1,735.40

Total rates for the municipality



What your rates will be



* The Emergency Services and Volunteers Fund (ESVF) is set by the Victorian Government and collected by Council on the Victorian Government's behalf. For further information refer to www.sro.vic.gov.au or call 1300 819 033 for the ESVF support line.