

DATED

2025

**Allie Katherine Lipscombe**

---

**SECTION 32 STATEMENT**

---

**Property: 7 JOHN HENRY DRIVE, TYERS VIC 3844**

Good Move Conveyancing  
2/41 Breed Street  
PO Box 12  
TRARALGON VIC 3844  
Tel: 0351746862  
Ref: AC:GH:25-12030

# 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.

<b>Land</b>	7 JOHN HENRY DRIVE, TYERS VIC 3844
-------------	------------------------------------

Vendor's name	Allie Katherine Lipscombe	Date	13/10/2025
Vendor's signature	 Signed by: DB7D7E497ED14C4		

Purchaser's name		Date	/ /
Purchaser's signature	_____		
Purchaser's name		Date	/ /
Purchaser's signature	_____		

## 1. FINANCIAL MATTERS

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

(a)  Are contained in the attached certificate/s.

### 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

\$0.00	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	AVPC No. 100
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> 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 or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

## 2. INSURANCE

### 2.1 Damage and Destruction

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

Not Applicable

### 2.2 Owner Builder

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

Not Applicable

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

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

Not Applicable

**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 within the meaning of 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:

NIL

**4.3 Compulsory Acquisition**

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

NIL

**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”)**

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act* 1987.

Not Applicable

**8. SERVICES**

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

Electricity supply <input checked="" type="checkbox"/>	Gas supply <input checked="" type="checkbox"/>	Water supply <input checked="" type="checkbox"/>	Sewerage <input checked="" type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
--	--	--	--	--

## 9. TITLE

Attached are copies of the following documents:

9.1  (a) Registered Title

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

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

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

Not Applicable

### 10.2 Staged Subdivision

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

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

(c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

(d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

### 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 1000m<sup>2</sup>; (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.)*

Is attached

## 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)*

---

# Due diligence checklist

## What you need to know before buying a residential property

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

### Has previous land use affected the soil or groundwater?

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

(04/10/2016)

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

### **Are any recent building or renovation works covered by insurance?**

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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

# Vendor GST Withholding Notice

Pursuant to Section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)

To:

From: Allie Katherine Lipscombe, 158 Archibolds Lane, Tyers VIC 3844

Property Address: 7 John Henry Drive, Tyers VIC 3844

Lot: 8 Plan of subdivision: 711912Q

The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property

Dated: 13/10/2025

Signed for an on behalf of the Vendor:

Signed by:  


DB7D7E497FD14C4...



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

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

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

VOLUME 11972 FOLIO 940

Security no : 124128042515G  
Produced 12/09/2025 02:16 PM

**LAND DESCRIPTION**

Lot 8 on Plan of Subdivision 711912Q.  
PARENT TITLE Volume 11921 Folio 112  
Created by instrument PS711912Q 09/04/2018

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
ALLIE KATHERINE LIPSCOMBE of 138 ARCHBOLDS LANE TYERS VIC 3844  
AU352127P 18/05/2021

**ENCUMBRANCES, CAVEATS AND NOTICES**

MORTGAGE AU352128M 18/05/2021  
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

COVENANT PS711912Q 09/04/2018

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  
AQ840903J 20/03/2018

AGREEMENT Section 173 Planning and Environment Act 1987  
AQ845159M 21/03/2018

AGREEMENT Section 173 Planning and Environment Act 1987  
AQ847304U 22/03/2018

**DIAGRAM LOCATION**

SEE PS711912Q 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: 7 JOHN HENRY DRIVE TYERS VIC 3844

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED  
Effective from 18/05/2021

Title 11972/940



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

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

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

---

Page 2 of 2

DOCUMENT END



# Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	<b>Plan</b>
Document Identification	<b>PS711912Q</b>
Number of Pages (excluding this cover sheet)	<b>5</b>
Document Assembled	<b>12/09/2025 14:16</b>

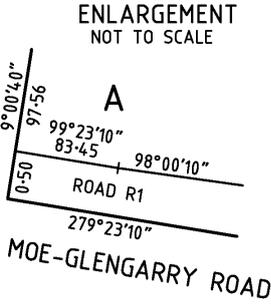
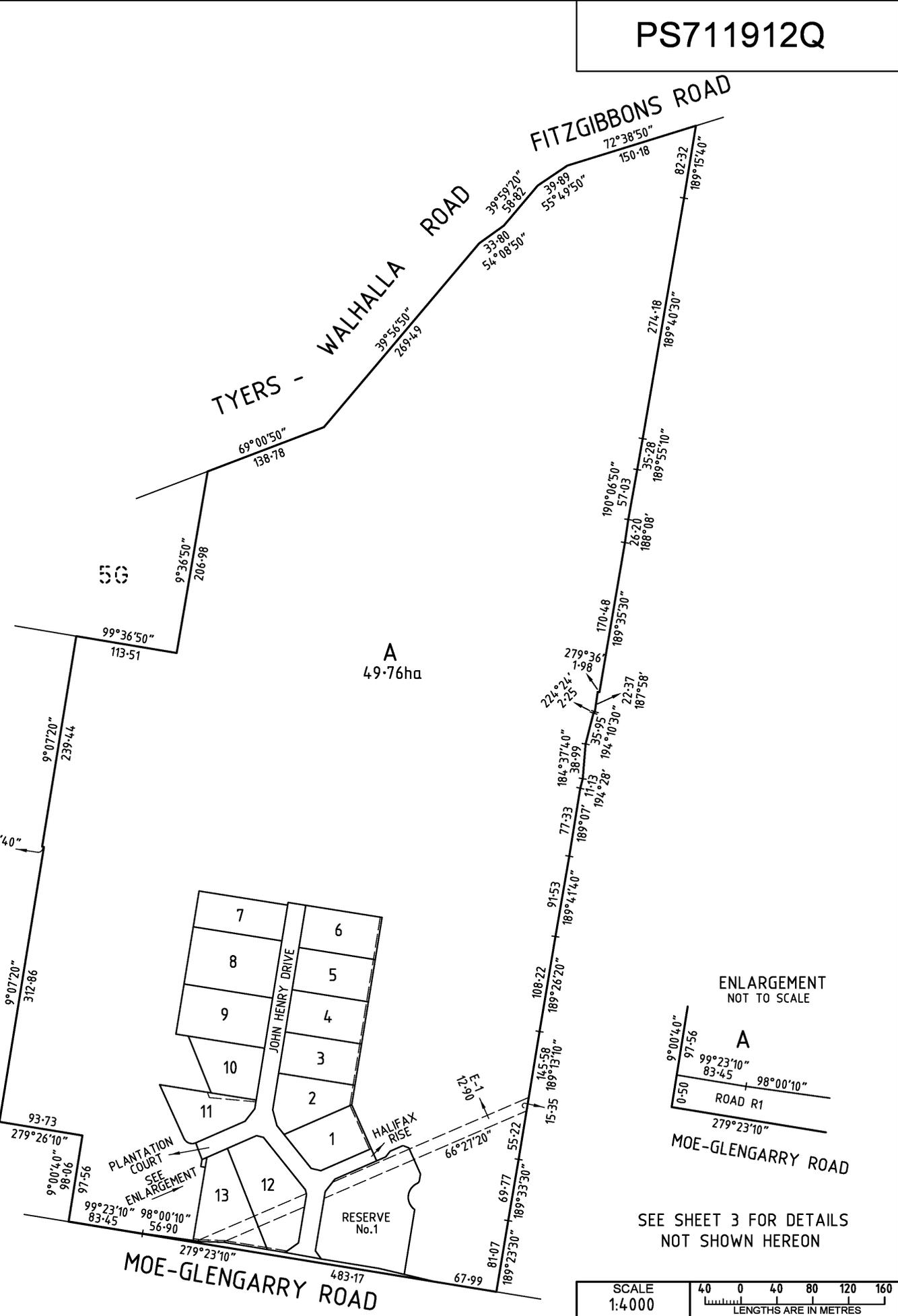
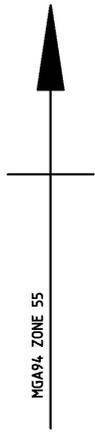
**Copyright and disclaimer notice:**

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

PLAN OF SUBDIVISION		EDITION 1	PS711912Q	
<b>LOCATION OF LAND</b>  PARISH: <b>BOOLA BOOLA</b>  CROWN ALLOTMENT: <b>14C (PART)</b>  TITLE REFERENCE: <b>VOL.111921 FOL.112</b>  LAST PLAN REFERENCE: <b>TP964344A LOT 2</b>  POSTAL ADDRESS: <b>TYERS - WALHALLA ROAD</b> (at time of subdivision) <b>TYRES 3844</b>  MGA CO-ORDINATES    E: <b>455 080</b> <b>ZONE: 55</b> (at approx centre of land   N: <b>5778 050</b> <b>GDA 94</b> in plan)		Council Name: Latrobe City Council  Council Reference Number: 2016/77/Stage 1 Planning Permit Reference: 2016/80 SPEAR Reference Number: S093200A  Certification  This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 13/02/2017  Public Open Space  A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has not been satisfied has been made and the requirement has been satisfied for: Stage 1 at Statement of Compliance (Document updated 29/03/2018)  Digitally signed by: Lucy Lane for Latrobe City Council on 19/01/2018  Statement Of Compliance issued: 29/03/2018		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON	OTHER PURPOSES OF THIS PLAN REMOVAL OF PART OF EASEMENT E-1 ON TP964344A THAT LIES WITHIN ROADS R1 & R2 ON THIS PLAN.  GROUNDS FOR REMOVAL OF EASEMENT SCHEDULE 5 SECTION 14 OF THE ROAD MANAGEMENT ACT 2004  CREATION OF RESTRICTION - SEE SHEETS 4 & 5          AREA OF LAND IN THE PLAN: 58.24ha No. OF LOTS & AREA:       13 LOTS - 6.093ha 1 BALANCE LOT - 49.76ha 2 RESERVES - 1.159ha 2 ROADS - 1.233ha		
ROAD R1 ROAD R2 RESERVE No.1 RESERVE No.2	ROADS CORPORATION LATROBE CITY COUNCIL LATROBE CITY COUNCIL AUSNET ELECTRICITY SERVICES PTY LTD			
NOTATIONS				
DEPTH LIMITATION   DOES NOT APPLY				
SURVEY:   This plan is based on survey in AP137503G  STAGING This is not a staged subdivision.  Planning Permit No. 2016/80  This survey has been connected to permanent marks No(s). 4, 9, 51, 52  In Proclaimed Survey Area No. ---				
EASEMENT INFORMATION				
LEGEND:   A - Appurtenant Easement   E - Encumbering Easement   R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1, E-3  E-2, E-3	TRANSMISSION OF ELECTRICITY  DRAINAGE	SEE DIAGRAM	INST.2388194  THIS PLAN	STATE ELECTRICITY COMMISSION OF VICTORIA  LATROBE CITY COUNCIL
Millar   Merrigan		SURVEYOR'S REF: 15533S1                   21/12/2017		ORIGINAL SHEET SIZE: A3                                        SHEET 1 OF 5
Land Development Consultants M(03) 8720 9500 R (03) 5134 8811   www.millarmerigan.com.au survey@millarmerigan.com.au SAI GLOBAL   Quality ISO 9001		Millar & Merrigan Pty Ltd   ACN 005 541 668 Metro 2/128 Merrindale Drive, Croydon 3136 Regional 156 Commercial Road, Monwell 3840 Mail PO Box 247 Croydon, Victoria 3136		Digitally signed by: Geoffrey John Ladner (Millar and Merrigan Pty Ltd), Surveyor's Plan Version (7), 21/12/2017, SPEAR Ref: S093200A
				PLAN REGISTERED TIME: 10:56 AM   DATE: 9/4/18 LJW Assistant Registrar of Titles

PS711912Q



SEE SHEET 3 FOR DETAILS NOT SHOWN HEREON

SCALE 1:4000	40 0 40 80 120 160 LENGTHS ARE IN METRES
-----------------	---

ORIGINAL SHEET SIZE: A3	SHEET 2
-------------------------	---------

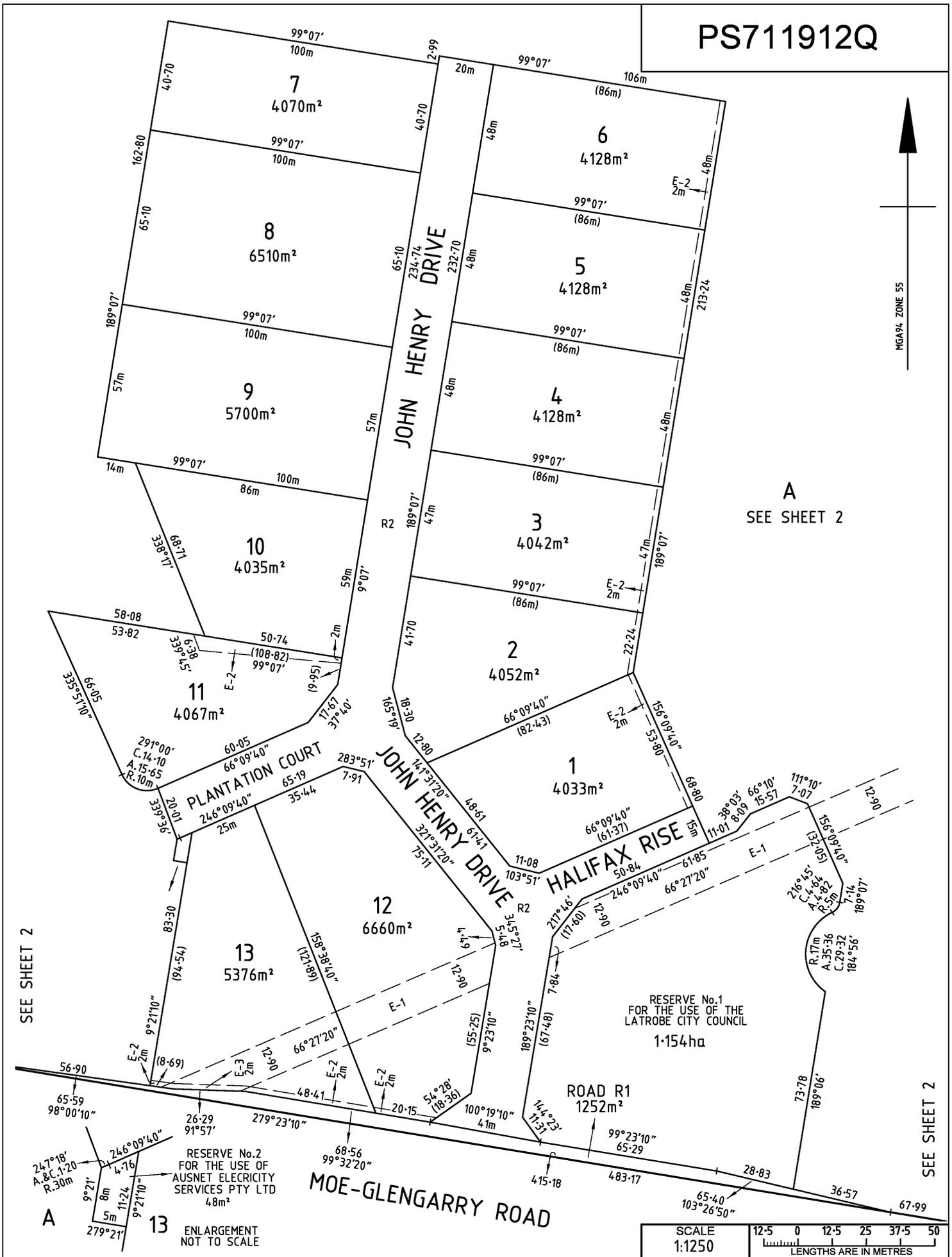
**Millar | Merrigan**  
 Land Development Consultants  
 Millar & Merrigan Pty Ltd ACN 005 541 668  
 Metro 2/126 Merrindale Drive, Croydon 3136  
 Regional 156 Commercial Road, Morwell 3840  
 Mail PO Box 247 Croydon, Victoria 3138  
 M(03) 8720 9500 R (03) 5134 8611  
 www.millarmerrigan.com.au  
 survey@millarmerrigan.com.au  
 SAI GLOBAL Quality ISO 9001

SURVEYOR'S REF: 15533S1 21/12/2017  
 Digitally signed by: Geoffrey John Ladner (Millar and Merrigan Pty Ltd),  
 Surveyor's Plan Version (7),  
 21/12/2017, SPEAR Ref: S093200A

Digitally signed by:  
 Latrobe City Council,  
 19/01/2018,  
 SPEAR Ref: S093200A

PS711912Q

MGA94, ZONE 55



A  
SEE SHEET 2

SEE SHEET 2

SEE SHEET 2

SCALE 1:1250	12.5 0 12.5 25 37.5 50 LENGTHS ARE IN METRES
-----------------	---

ORIGINAL SHEET SIZE: A3 SHEET 3

**Millar | Merrigan**

M(03) 8720 9500 R (03) 5134 8611  
www.millarmerrigan.com.au  
survey@millarmerrigan.com.au  
SAI GLOBAL Quality ISO 9001

Land Development Consultants  
Millar & Merrigan Pty Ltd ACN 005 541 668  
Metro 2/126 Merrindale Drive, Croydon 3136  
Regional 156 Commercial Road, Morwell 3840  
Mail PO Box 247 Croydon, Victoria 3138

SURVEYOR'S REF: 15533S1 21/12/2017

Digitally signed by: Geoffrey John Ladner (Millar and Merrigan Pty Ltd),  
Surveyor's Plan Version (7),  
21/12/2017, SPEAR Ref: S093200A

Digitally signed by:  
Latrobe City Council,  
19/01/2018,  
SPEAR Ref: S093200A

**PS711912Q**

OTHER PURPOSE OF THIS PLAN - CREATION OF RESTRICTION

Land to benefit: Lots 1 to 13 (both inclusive) on this plan.

Land to be burdened: Lots 1 to 13 (both inclusive) on this plan.

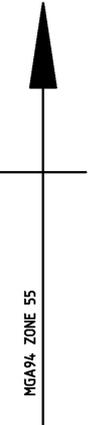
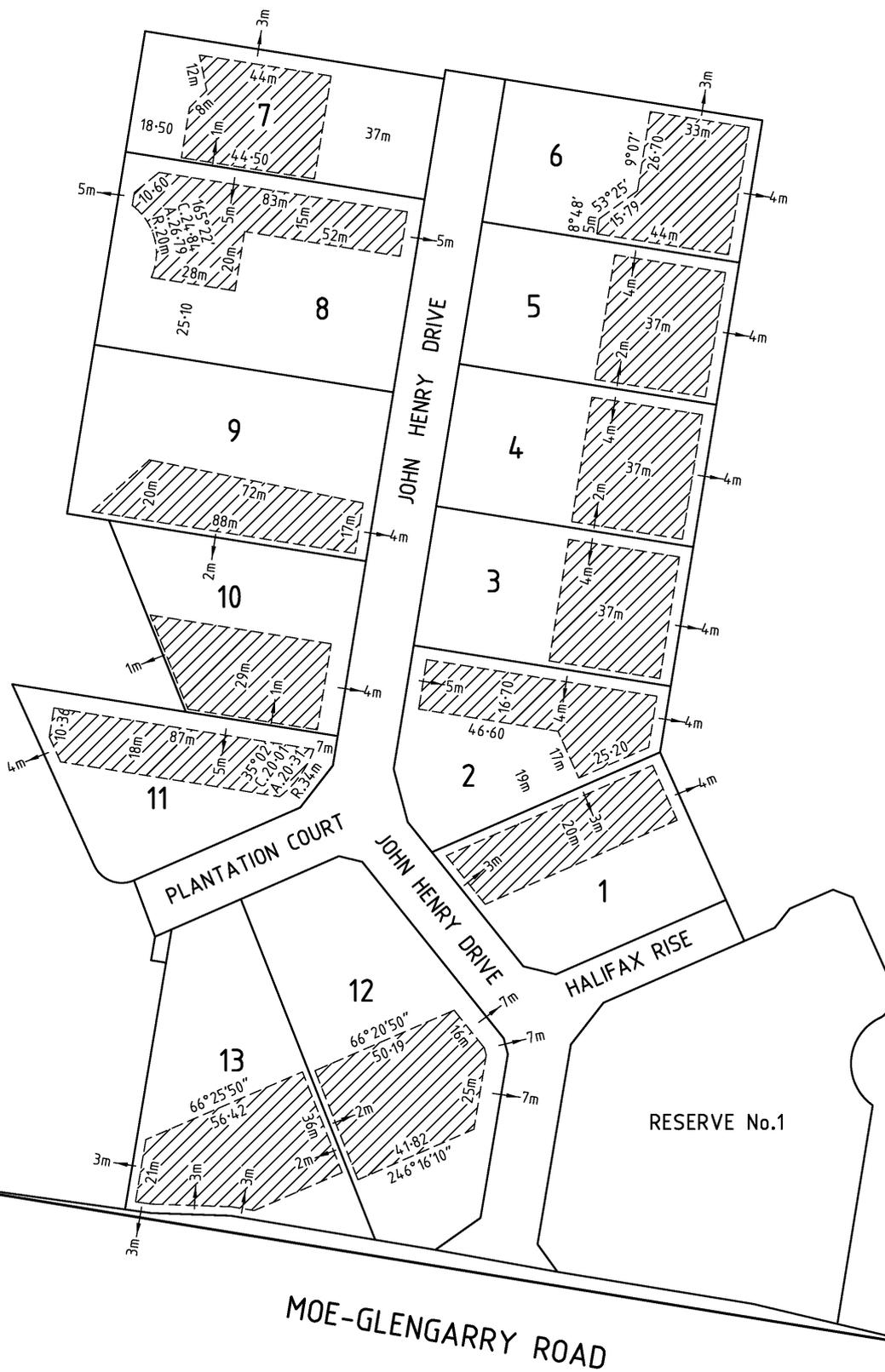
DESCRIPTION OF RESTRICTION

The Registered Proprietor or Proprietors of any burdened lots shall not:

1. Install a Waste Water Disposal system outside the designated effluent management areas (EMA) shown hatched on the diagram on sheet 5 unless with written consent of the Responsible Authority.
2. Construct any buildings or works over any part of the designated effluent management area (EMA) unless in accordance with the requirements of the Environment Protection Act 1970, the Guidelines for Environmental Management: Code of Practice – Onsite Wastewater Management 891.4 (2016) and the Latrobe City Council.  
Upon installation of the septic tank wastewater disposal system application may be made to the Responsible Authority for approval for any works or development including driveways, sheds, site cuts, and retaining walls, on the remaining area of land within the EMA.
3. Install a Waste Water disposal system unless setback a minimum of 15 metres from any site cuts and/or retaining walls located to the low side of the septic tank wastewater disposal system that occur on each and any neighbouring lots.

<p><b>Millar</b>   <b>Merrigan</b></p> <p><small>M(03) 8720 9500 R (03) 5134 8611 www.millarmerrigan.com.au survey@millarmerrigan.com.au SAI GLOBAL Quality ISO 9001</small></p>	<p><b>Land Development Consultants</b> Millar &amp; Merrigan Pty Ltd ACN 005 541 668 Metro 2/126 Merrindale Drive, Croydon 3136 Regional 156 Commercial Road, Morwell 3840 Mail PO Box 247 Croydon, Victoria 3138</p>	<p><b>SURVEYOR'S REF: 15533S1</b>      21/12/2017</p> <p>Digitally signed by: Geoffrey John Ladner (Millar and Merrigan Pty Ltd), Surveyor's Plan Version (7), 21/12/2017, SPEAR Ref: S093200A</p>	<p><b>ORIGINAL SHEET SIZE: A3</b></p> <p>Digitally signed by: Latrobe City Council, 19/01/2018, SPEAR Ref: S093200A</p>	<p><b>SHEET 4</b></p>
--	---	--	---	-----------------------

PS711912Q



SCALE 1:1500	15 0 15 30 45 60 LENGTHS ARE IN METRES
-----------------	---

ORIGINAL SHEET SIZE: A3	SHEET 5
----------------------------	---------

# Millar | Merrigan

Land Development Consultants  
 Millar & Merrigan Pty Ltd ACN 005 541 668  
 Metro 2/126 Merrindale Drive, Croydon 3136  
 Regional 156 Commercial Road, Morwell 3840  
 Mail PO Box 247 Croydon, Victoria 3138

M(03) 8720 9500 R (03) 5134 8611  
 www.millarmerrigan.com.au  
 survey@millarmerrigan.com.au  
 SAI GLOBAL Quality ISO 9001

SURVEYOR'S REF: 15533S1 21/12/2017

Digitally signed by: Geoffrey John Ladner (Millar and Merrigan Pty Ltd),  
 Surveyor's Plan Version (7),  
 21/12/2017, SPEAR Ref: S093200A

Digitally signed by:  
 Latrobe City Council,  
 19/01/2018,  
 SPEAR Ref: S093200A

# PROPERTY REPORT

Created at 19 September 2025 11:48 AM

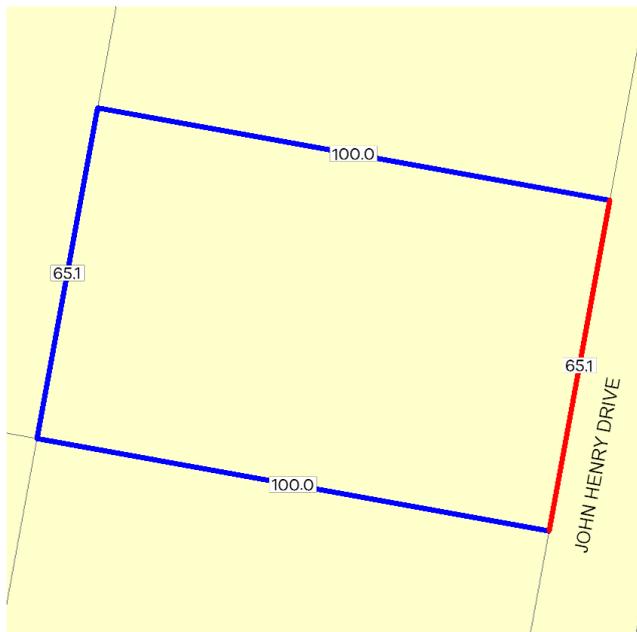
## PROPERTY DETAILS

Address: **7 JOHN HENRY DRIVE TYERS 3844**  
 Lot and Plan Number: **Lot 8 PS711912**  
 Standard Parcel Identifier (SPI): **8\PS711912**  
 Local Government Area (Council): **LATROBE**  
 Council Property Number: **57381**  
 Directory Reference: **Vicroads 97 J4**

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

## SITE DIMENSIONS

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



**Area:** 6510 sq. m

**Perimeter:** 330 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: **Southern Rural Water**  
 Urban Water Corporation: **Gippsland Water**  
 Melbourne Water: **Outside drainage boundary**  
 Power Distributor: **AUSNET**

## STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**  
 Legislative Assembly: **MORWELL**

## 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](#)

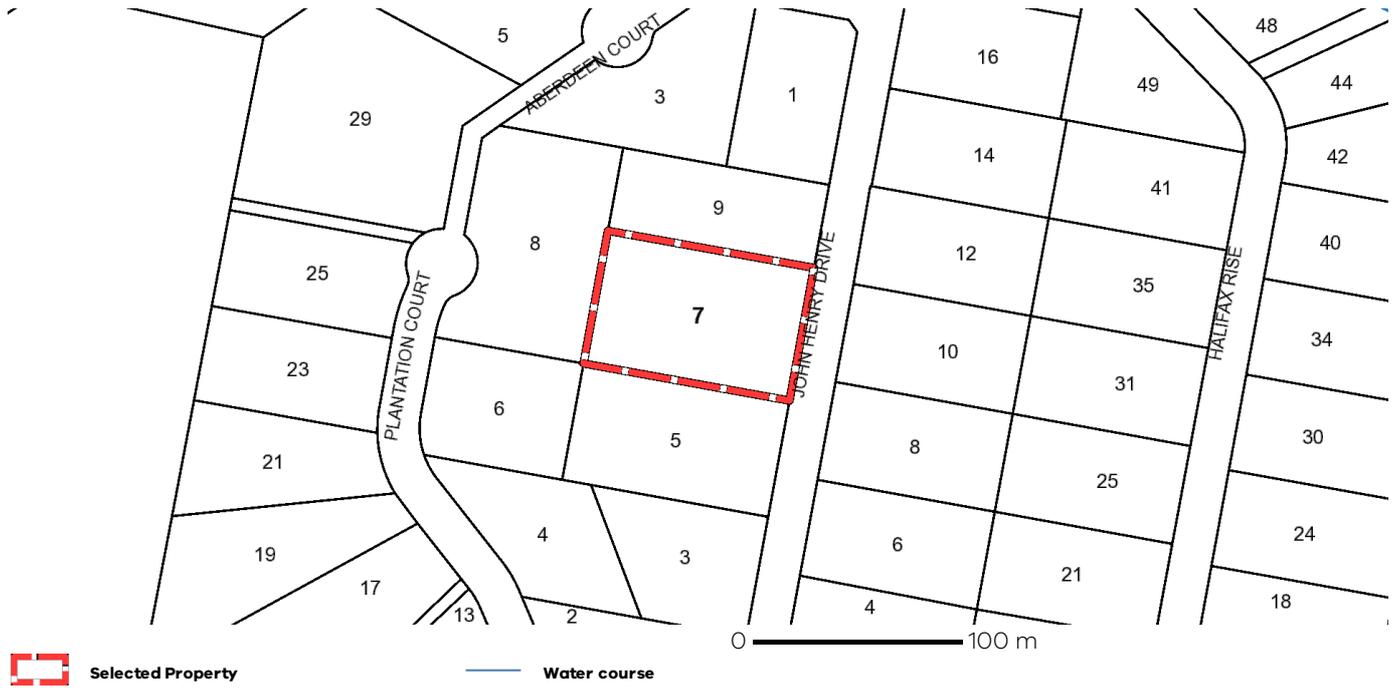
Planning Property Reports can be found via these two links

**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



# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 19 September 2025 11:48 AM

## PROPERTY DETAILS

Address: **7 JOHN HENRY DRIVE TYERS 3844**  
 Lot and Plan Number: **Lot 8 PS711912**  
 Standard Parcel Identifier (SPI): **8\PS711912**  
 Local Government Area (Council): **LATROBE**  
 Council Property Number: **57381**  
 Planning Scheme: **Latrobe**  
 Directory Reference: **Vicroads 97 J4**

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

[Planning Scheme - Latrobe](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
 Urban Water Corporation: **Gippsland Water**  
 Melbourne Water: **Outside drainage boundary**  
 Power Distributor: **AUSNET**

## STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**  
 Legislative Assembly: **MORWELL**  
 Registered Aboriginal Party: **Gunaikurnai Land and Waters 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

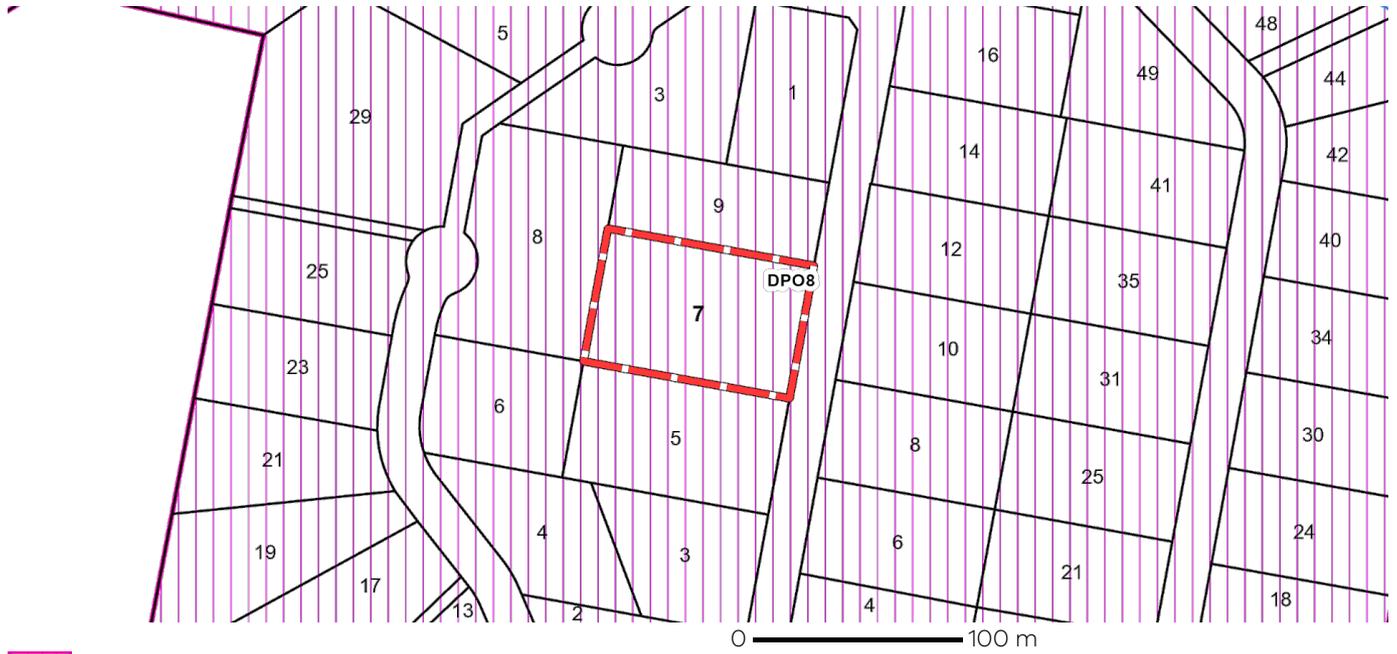


Department of Transport and Planning

## Planning Overlays

[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

[DEVELOPMENT PLAN OVERLAY - SCHEDULE 8 \(DPO8\)](#)



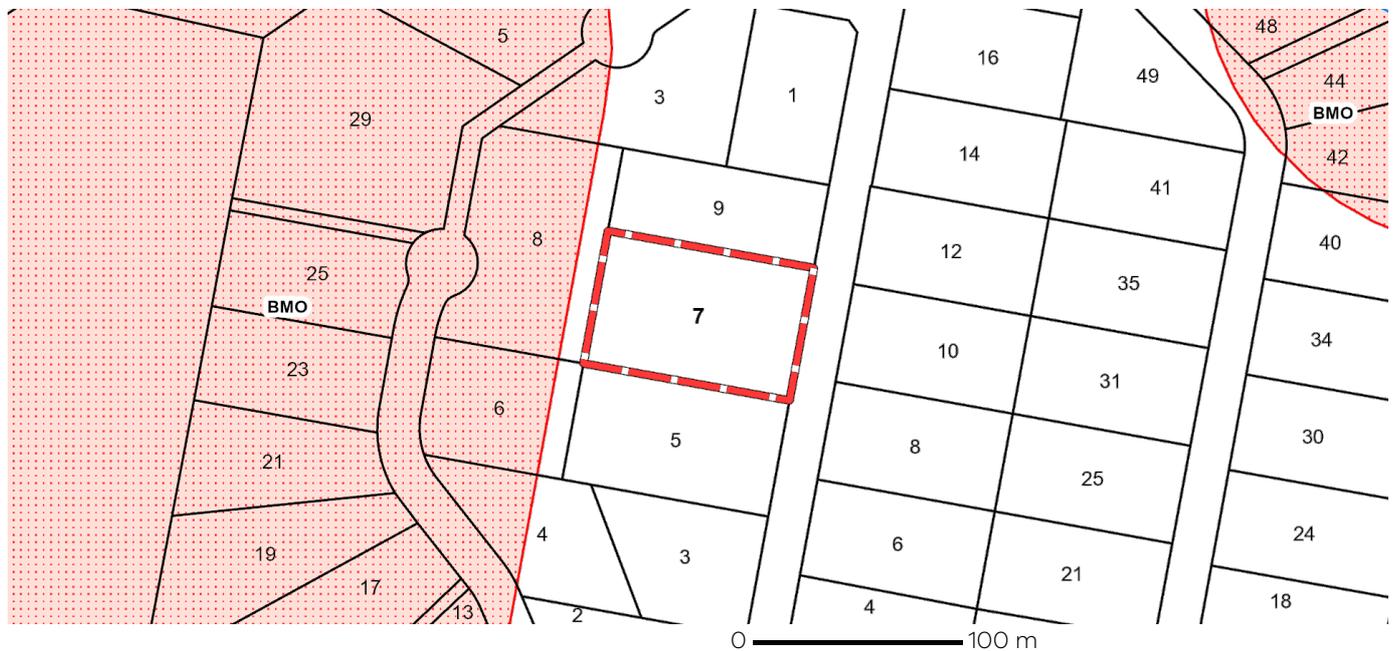
DPO - Development Plan Overlay      Water course

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

[BUSHFIRE MANAGEMENT OVERLAY \(BMO\)](#)



BMO - Bushfire Management Overlay      Water course

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

Copyright © - State Government of Victoria

**Disclaimer:** This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

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

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

# PLANNING PROPERTY REPORT



## Further Planning Information

Planning scheme data last updated on 12 September 2025.

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

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

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

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

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

# PLANNING PROPERTY REPORT

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>. Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>. For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>.

## Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](https://www.environment.vic.gov.au) or please contact your relevant council.

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

Copyright © - State Government of Victoria

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

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

Delivered by LANDATA®, timestamp 12/09/2025 14:18 Page 1 of 2

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

**Subdivision or consolidation  
Section 22 Subdivision Act 1988**



Lodged by:

Name: HORSEMAN SIM PTY LTD  
Phone: 0351353300  
Address: 154 Commercial Road Morwell VIC 3840  
Reference: FCP:160799  
Code: 11052R

The applicant applies for registration of the plan.

Land: (volume and folio)

VOLUME 11921 FOLIO 112

Applicant: (full name and address, including postcode)

YORKSVILLE PTY LTD ACN 059967449 OF 14-16 MOUNT HOPE ROAD, TYERS, VIC 3844

Plan no: PS711912Q	SPEAR no.: (if applicable) S093200A	Stage no.: (if applicable)
-----------------------	--	----------------------------

Council in which land is located: LATROBE CITY COUNCIL

Signing:

35271702A

22SA

Page 1 of 2

**THE BACK OF THIS FORM MUST NOT BE USED**

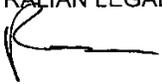
Land Use Victoria contact details: [www.delwp.vic.gov.au/property](http://www.delwp.vic.gov.au/property)>Contact us

**Subdivision or consolidation  
Section 22 Subdivision Act 1988**



**Certifications**

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

Executed on behalf of      YORKSVILLE PTY LTD  
Signer Name                      RICHARD LODGE HORSEMAN  
Signer Organisation          HORSEMAN SIM PTY. LTD.  
Signer Role                      AUSTRALIAN LEGAL PRACTITIONER  
Signature                         

Execution Date                 29.3.2018

---

35271702A

22SA

Page 2 of 2

**THE BACK OF THIS FORM MUST NOT BE USED**

Land Use Victoria contact details: [www.delwp.vic.gov.au/property](http://www.delwp.vic.gov.au/property)>Contact us

# Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 Planning and Environment Act 1987



Lodged by:

Name: MADDOCKS  
Phone: 03 9258 3555  
Address: Collins Square, Tower Two, Level 25, 727 Collins Street Melbourne VIC 3008  
Ref: TGM:7426904  
Customer Code: 1167E

The Authority having made an agreement referred to in section 181(1) of the **Planning and Environment Act 1987** requires a recording to be made in the Register for the land.

Land: Volume 11921 Folio 111 and Volume 11921 Folio 112

Responsible Authority: LaTrobe City Council of 141 Commercial Road, Morwell, Victoria

Section and Act under which agreement made: Section 173 of the *Planning and Environment Act 1987*

A copy of the agreement is attached to this application

### Signing

AUSTRALIAN LEGAL PRACTITIONER

Representing:  Representing another

Signer Name: M. MARSHMAN

Signer Organisation: MADDOCKS

Signer Role: Australian Legal Practitioner

**Certifications**

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

Executed on behalf of: LaTrobe City Council

Signer Name: M. MARSHALL

Signer Organisation: MADDOCKS

Signer Role: Australian Legal Practitioner

Signature: [Handwritten Signature]

Execution Date: 15 March 2018





## Maddocks

Lawyers  
Collins Square, Tower Two  
Level 25, 727 Collins Street  
Melbourne VIC 3008  
Australia

Telephone 61 3 9258 3555  
Facsimile 61 3 9258 3666

info@maddocks.com.au  
www.maddocks.com.au

DX 259 Melbourne

### Agreement under section 173 of the Planning and Environment Act 1987 Subject Land: Tyers-Walhalla Road, Tyers

#### Bushfire Management

Latrobe City Council  
and

Yorksville Pty Ltd  
ACN 059 967 449



Maddocks

## Contents

1.	Definitions .....	1
2.	Interpretation .....	3
3.	Purposes of Agreement.....	4
4.	Reasons for Agreement.....	4
5.	Agreement required .....	5
6.	Owner's specific obligations.....	5
	6.1 Bushfire Management Plan.....	5
	6.2 Building Envelope .....	5
	6.3 Defendable Space .....	5
	6.4 Bushfire Attack Level .....	6
	6.5 Water Supply.....	6
	6.6 Emergency Vehicle Access .....	6
7.	Owner's further obligations .....	7
	7.1 Notice and registration .....	7
	7.2 Further actions .....	7
	7.3 Fees .....	7
	7.4 Council's costs to be paid .....	7
	7.5 Time for determining satisfaction .....	7
	7.6 Interest for overdue money .....	8
	7.7 Notification of compliance with Owner's obligations .....	8
8.	Agreement under s 173 of the Act .....	8
9.	Owner's warranties .....	8
10.	Successors in title.....	8
11.	General matters .....	8
	11.1 Notices .....	8
	11.2 Counterparts .....	9
	11.3 No waiver .....	9
	11.4 Severability.....	9
	11.5 No fettering of Council's powers .....	9
	11.6 Inspection of documents .....	9
	11.7 Governing law .....	9
12.	Commencement of Agreement .....	9

**AQ840903J**

20/03/2018 \$94.60 173



Maddocks

---

## Agreement under section 173 of the Planning and Environment Act 1987

Dated 14<sup>th</sup> March 2018

---

### Parties

Name	Latrobe City Council
Address	141 Commercial Road, Morwell, Victoria
Short name	Council

Name	Yorksville Pty Ltd ACN 059 967 449
Address	MB & M Business Solutions, 23 Nixon Street, Shepparton, Victoria
Short name	Owner

---

### Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. The CFA is a determining referral authority pursuant to the Act and the Planning Scheme.
- D. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 41 of the Planning Permit.
- E. Clause 44.06 of the Planning Scheme provides that a planning permit for subdivision must include a mandatory condition requiring the Owner to enter into an agreement under section 173 of the Act.

### The Parties agree

---

#### 1. Definitions

In this Agreement unless the context admits otherwise:

**Act** means the *Planning and Environment Act 1987*.

**Agreement** means this Agreement and includes this Agreement as amended from time to time.





Maddocks

**Appropriate Signage** in relation to identifying the Static Water Supply means signage which:

- (a) has an arrow pointing to the location of the water supply;
- (b) has dimensions of not less than 310mm high and 400mm long;
- (c) is red in colour, with a blue reflective marker attached; and
- (d) is labelled with a 'W' that is not less than 15cm high and 3cm thick.

**BAL12.5** means bushfire attack level 12.5, as specified in the relevant sections of the Bushfire Australian Standard AS3959-2009.

**Building** has the same meaning as in the Act.

**Building Envelope** means any area delineated and identified on the Bushfire Management Plan as a 'Building Envelope' or the like.

**Bushfire Management Plan** means the Bushfire Management Plan prepared by Millar Merrigan, dated February 2018 and endorsed by Council on 26/02/2018 in accordance with condition 40 of the Planning Permit and attached at Annexure 1 to this Agreement as amended from time to time.

**Bushfire Australian Standard** means Australian Standard AS3959-2009: Construction of Buildings in Bushfire-Prone Areas, published by Standards Australia on 10 March 2009, as amended from time to time.

**CFA** means the Country Fire Authority as established under the *Country Fire Authority Act 1958*.

**CPI** means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

**Current Address** means:

- (e) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- (f) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

**Current Email** means:

- (a) for Council, latrobe@latrobe.vic.gov.au, or any other email address listed on Council's website; and
- (b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

**Defendable Space** means that part of the Subject Land which is identified and delineated on the Bushfire Management Plan as 'Defendable Space' or the like.

**Dwelling** has the same meaning as in the Planning Scheme.

**AQ840903J**

20/03/2018 \$94.60 173



\*\*\*\*\*

## Maddocks

**Emergency Vehicle Access** means access to each Lot, including the driveways and any gates, bridges and culverts, which is provided to each Lot in accordance with the Bushfire Management Plan.

**Endorsed Plan** means the plan(s) endorsed with the stamp of Council from time to time as the plan which form part of the Planning Permit.

**Indexation** means an annual adjustment to the Satisfaction Fee carried out in accordance with CPI.

**Maintain** includes repair, replace and upgrade.

**Owner** means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land and includes a mortgagee-in-possession.

**Owner's obligations** includes the Owner's specific obligations and the Owner's further obligations.

**Party or Parties** means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

**Planning Permit** means planning permit no. 2016/80, as amended from time to time, issued on 9 August 2016, authorising multi lot (60) subdivision in stages, removal of native vegetation, creation of common property, and creation of access to a road zone category 1 in a Bushfire Management Overlay on the Subject Land in accordance with the Endorsed Plan.

**Planning Scheme** means the Latrobe Planning Scheme and any other planning scheme that applies to the Subject Land.

**Satisfaction Fee** means a fee payable by the Owner to Council for determining whether any one of the Owner's obligations has been undertaken to Council's satisfaction, or for deciding whether to give consent for anything this Agreement provides must not be done without Council's consent.

**Statement of Compliance** means a statement of compliance within the meaning of section 21 of the *Subdivision Act 1988*.

**Subdivision** means the subdivision of the Subject Land authorised by the Planning Permit.

**Subject Land** means the land situated at Tyers-Walhalla Road, Tyers being the land referred to in certificates of title volume 11921 folios 111 and 112 and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

**Water Supply** means a water supply provided on each Lot of the Subdivision in accordance with clause 6.5.

---

## 2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;

**AQ840903J**

20/03/2018 \$94.60 173



Maddocks

- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

---

**3. Purposes of Agreement**

The Parties acknowledge and agree that the purposes of this Agreement are to:

- 3.1 give effect to the Planning Permit; and
- 3.2 Provide an exemption from a planning permit under clause 44.06-1 of the Planning Scheme for buildings or works consistent with an agreement under Section 173 of the Act prepared in accordance with a condition 41 of Planning Permit 2016/80.
- 3.3 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

---

**4. Reasons for Agreement**

The Parties acknowledge and agree that Council has entered into this Agreement for the following reasons:

- 4.1 this Agreement is a requirement of clause 44.06 of the Planning Scheme;
- 4.2 this Agreement has been prepared for the purpose of exempting the future development of the Subject Land from the need for a planning permit under clause 44.06 of the Planning Scheme;
- 4.3 the CFA would not have recommended that Council consent to the grant of the Planning Permit without condition 41 requiring this Agreement;
- 4.4 Council would not have issued the Planning Permit without the condition requiring this Agreement; and
- 4.5 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.







|||||

Maddocks

6.6.5 has a minimum trafficable width of 3.5 metres of all-weather construction and be clear of encroachments for at least:

- (a) horizontally, 0.5 metres on each side; and
- (b) vertically, 4 metres above the accessway; and

6.6.6 has maximum entry and exit angle to dips of 1 in 8 (12.5 per cent) (7.1 degrees); to the satisfaction of Council and the CFA.

---

**7. Owner's further obligations**

**7.1 Notice and registration**

The Owner must bring this Agreement to the attention of all prospective occupiers, purchasers, lessees, licensees, mortgagees, chargees, transferees and assigns.

**7.2 Further actions**

The Owner:

- 7.2.1 must do all things necessary to give effect to this Agreement;
- 7.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with s 181 of the Act; and
- 7.2.3 agree to do all things necessary to enable Council to do so, including:
  - (a) sign any further agreement, acknowledgment or document; and
  - (b) obtain all necessary consents to enable the recording to be made.

**7.3 Fees**

The Owner must pay any Satisfaction Fee to Council within 14 days after a written request for payment.

**7.4 Council's costs to be paid**

The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

- 7.4.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- 7.4.2 preparing, drafting, finalising and recording any amendment to this Agreement;
- 7.4.3 determining whether any of the Owner's obligations have been undertaken to Council's satisfaction; and
- 7.4.4 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

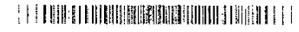
**7.5 Time for determining satisfaction**

If Council makes a request for payment of:

**AQ840903J**

20/03/2018 \$94.60 173





Maddocks

- 7.5.1 a fee under clause 7.3; or
- 7.5.2 any costs or expenses under clause 7.4.3,

the Parties agree that Council will not decide whether the Owner's obligation has been undertaken to Council's satisfaction, or whether to grant the consent sought, until payment has been made to Council in accordance with the request.

**7.6 Interest for overdue money**

- 7.6.1 The Owner must pay to Council interest in accordance with s 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.
- 7.6.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

**7.7 Notification of compliance with Owner's obligations**

The Owner must notify Council of its compliance with all of the Owner's obligations.

---

**8. Agreement under s 173 of the Act**

Without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with s 173 of the Act.

---

**9. Owner's warranties**

The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

---

**10. Successors in title**

Until such time as a memorandum of this Agreement is recorded on the certificate of title of the Subject Land, the Owner must require successors in title to:

- 10.1 give effect to this Agreement; and
- 10.2 enter into a deed agreeing to be bound by the terms of this Agreement.

---

**11. General matters**

**11.1 Notices**

A notice or other communication required or permitted to be served by a Party on another Party must be in writing and may be served:

- 11.1.1 personally on the other Party;

**AQ840903J**



Maddocks

- 11.1.2 by leaving it at the other Party's Current Address;
- 11.1.3 by posting it by priority prepaid post addressed to the other Party at the other Party's Current Address; or
- 11.1.4 by email to the other Party's Current Email.

**11.2 Counterparts**

This Agreement may be executed in counterparts, all of which taken together constitute one document.

**11.3 No waiver**

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

**11.4 Severability**

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

**11.5 No fettering of Council's powers**

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

**11.6 Inspection of documents**

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

**11.7 Governing law**

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

---

**12. Commencement of Agreement**

This Agreement commences on the date specified on page one or if no date is specified on page one, the date Council executes this Agreement.



Maddocks

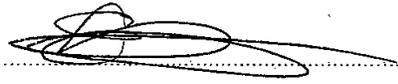
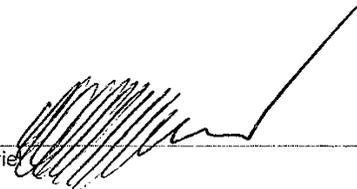
### Signing Page

Signed, sealed and delivered as a deed by the Parties.

SIGNED for and on behalf of LATROBE CITY COUNCIL by Gary Van Driel pursuant to an Instrument of Delegation dated ~~15 September 2016~~

on 30<sup>th</sup> May 2017.

Gary Van Driel



(Witness)

EMMA BERTOLI

(Name)

Executed by Yorksville Pty Ltd ACN 059 967 449 in accordance with s 127(1) of the Corporations Act 2001:



Signature of Director

Stephen Plunkett

Print full name



Signature of Director (or Company Secretary)

Chris Vellios

Print full name

**AQ840903J**

20/03/2018 \$94.60 173  


Maddocks

**ANNEXURE 1**  
**Bushfire Management Plan**

**AQ840903J**

20/03/2018

\$94.60

173



# Annexure 1

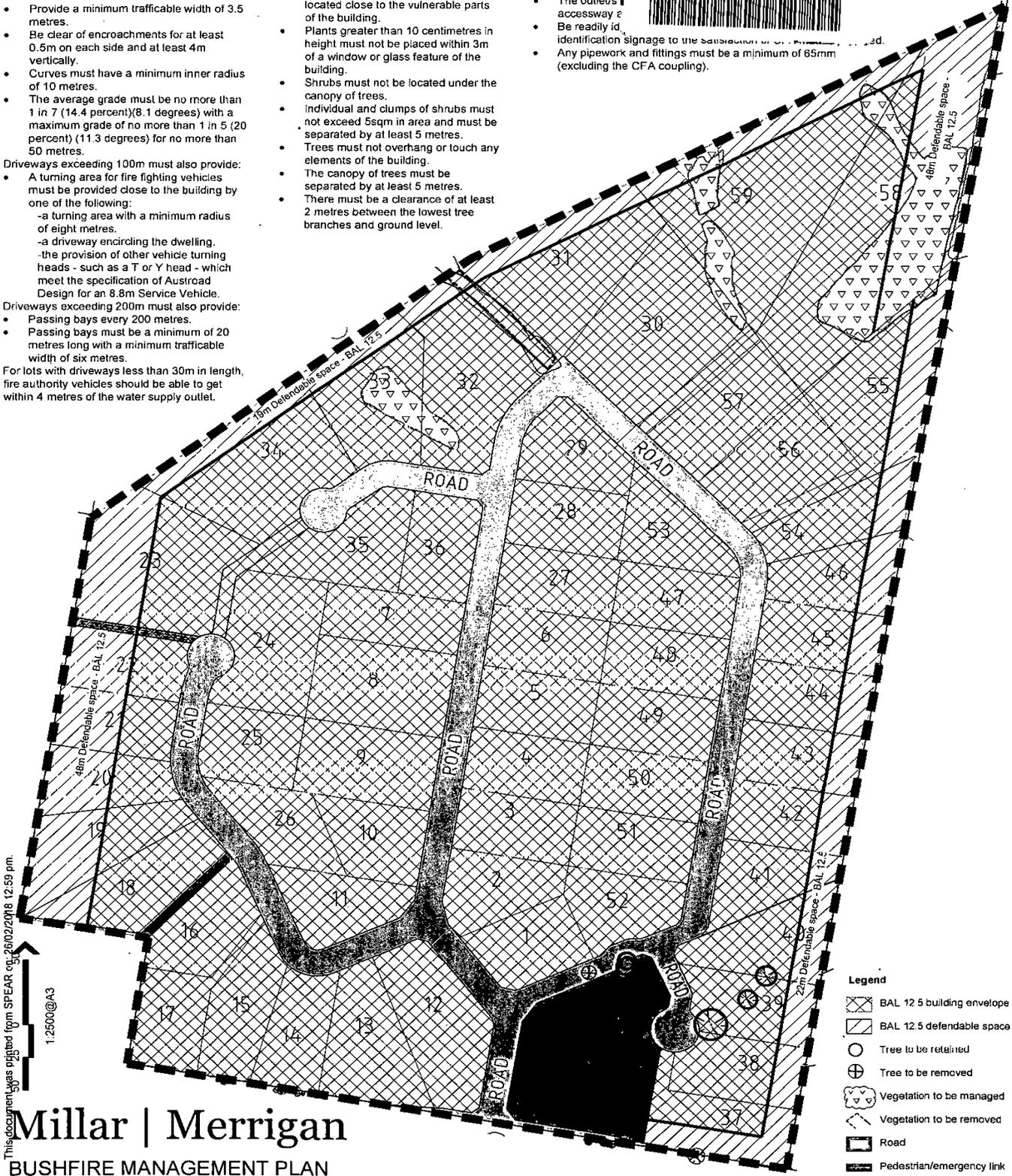
**Construction Standard:**  
Buildings on all lots numbered hereon are to be designed and constructed to a minimum construction standard of BAL 12.5.

- Access Requirements:**  
Access to each lot (exceeding 30 metres in length) must meet the following requirements:
- All-weather construction.
  - A load limit of at least 15 tonnes.
  - Provide a minimum trafficable width of 3.5 metres.
  - Be clear of encroachments for at least 0.5m on each side and at least 4m vertically.
  - Curves must have a minimum inner radius of 10 metres.
  - The average grade must be no more than 1 in 7 (14.4 percent)(8.1 degrees) with a maximum grade of no more than 1 in 5 (20 percent) (11.3 degrees) for no more than 50 metres.
- Driveways exceeding 100m must also provide:
- A turning area for fire fighting vehicles must be provided close to the building by one of the following:
    - a turning area with a minimum radius of eight metres.
    - a driveway encircling the dwelling.
    - the provision of other vehicle turning heads - such as a T or Y head - which meet the specification of Austroad Design for an 8.8m Service Vehicle.
- Driveways exceeding 200m must also provide:
- Passing bays every 200 metres.
  - Passing bays must be a minimum of 20 metres long with a minimum trafficable width of six metres.
- For lots with driveways less than 30m in length, fire authority vehicles should be able to get within 4 metres of the water supply outlet.

- Defendable Space Management 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 5sqm 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.

**Water Supply:**  
A minimum 10,000L effective water supply for fire fighting purposes is to be installed or replaced in accordance with the following requirements:

- Is stored in air or metal.
- All fixed above ground firefighting purposes must be installed in accordance with the following requirements:
- Incorporate a minimum of 65mm and a maximum of 100mm diameter.
- The outlet/s must be readily accessible.
- Be readily identifiable by identification signage to the satisfaction of the fire authority.
- Any pipework and fittings must be a minimum of 65mm (excluding the CFA coupling).



This document was printed from SPEAR on 26/02/2018 12:59 pm. 1:2500@A3

## Millar | Merrigan

### BUSHFIRE MANAGEMENT PLAN

As per the conditions of the planning permit 2016/80, pursuant to s.72 of the P&E Act, Latrobe City Council, page 106 of 106

- Legend**
- BAL 12.5 building envelope
  - BAL 12.5 defendable space
  - Tree to be retained
  - Tree to be removed
  - Vegetation to be managed
  - Vegetation to be removed
  - Road
  - Pedestrian/emergency link
  - Open space reserve

**Application by a Responsible Authority for the making of a Recording of an Agreement**  
Section 181 **Planning and Environment Act 1987**

**AQ845159M**



Lodged by:

Name: MADDOCKS  
Phone: 03 9258 3555  
Address: Collins Square, Tower Two, Level 25, 727 Collins Street Melbourne VIC 3008  
Ref: TGM:7426904  
Customer Code: 1167E

The Authority having made an agreement referred to in section 181(1) of the **Planning and Environment Act 1987** requires a recording to be made in the Register for the land.

Land: Volume 11921 Folio 111 and Volume 11921 Folio 112

Responsible Authority: LaTrobe City Council of 141 Commercial Road, Morwell, Victoria

Section and Act under which agreement made: Section 173 of the *Planning and Environment Act 1987*

A copy of the agreement is attached to this application

**Signing**

AUSTRALIAN LEGAL PRACTITIONER

Representing: Representing another

Signer Name: M. MARSHMAN

Signer Organisation: MADDOCKS

Signer Role: Australian Legal Practitioner

**AQ845159M**



**Certifications**

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

Executed on behalf of: LaTrobe City Council

Signer Name: M. Maddocks

Signer Organisation: MADDOCKS

Signer Role: Australian Legal Practitioner

Signature: [Handwritten Signature]

Execution Date: 15 March 2018

**AQ845159M**

21/03/2018 \$94.60 173



L  
C  
Level 25, 127 Collins Street  
Melbourne VIC 3008  
Australia

Telephone 61 3 9258 3555  
Facsimile 61 3 9258 3666

info@maddocks.com.au  
www.maddocks.com.au

DX 259 Melbourne

**Agreement under section 173  
of the Planning and Environment Act 1987**  
Subject Land: Tyers-Walhalla Road, Tyers

Latrobe City Council  
and

Yorksville Pty Ltd  
ACN 059 967 449

**AQ845159M**

21/03/2018 \$94.60 173



## Contents

1.	Definitions .....	1
2.	Interpretation .....	3
3.	Purposes of Agreement .....	4
4.	Reasons for Agreement .....	4
5.	Agreement required .....	4
6.	Owner's specific obligations .....	4
6.1	Stormwater Management Strategy .....	4
6.2	Tree Protection .....	5
6.3	Building Envelopes .....	5
6.4	Wastewater Management .....	5
7.	Owner's further obligations .....	6
7.1	Notice and registration .....	6
7.2	Further actions .....	6
7.3	Fees .....	6
7.4	Council's costs to be paid .....	6
7.5	Time for determining satisfaction .....	7
7.6	Interest for overdue money .....	7
7.7	Notification of compliance with Owner's obligations .....	7
8.	Agreement under s 173 of the Act .....	7
9.	Owner's warranties .....	7
10.	Successors in title .....	7
11.	General matters .....	8
11.1	Notices .....	8
11.2	Counterparts .....	8
11.3	No waiver .....	8
11.4	Severability .....	8
11.5	No fettering of Council's powers .....	8
11.6	Inspection of documents .....	8
11.7	Governing law .....	8
12.	Commencement of Agreement .....	8

**AQ845159M**



---

## Agreement under section 173 of the Planning and Environment Act 1987

Dated 14<sup>th</sup> March 2018

---

### Parties

Name	Latrobe City Council
Address	141 Commercial Road, Morwell, Victoria
Short name	Council

Name	Yorksville Pty Ltd ACN 059 967 449
Address	MB & M Business Solutions, 23 Nixon Street, Shepparton, Victoria
Short name	Owner

---

### Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in conditions 29, 34 and 36 of the Planning Permit.

### The Parties agree

---

#### 1. Definitions

In this Agreement unless the context admits otherwise:

**Act** means the *Planning and Environment Act 1987*.

**Agreement** means this Agreement and includes this Agreement as amended from time to time.

**Building** has the same meaning as in the Act and, unless stated otherwise, includes outbuildings, tennis courts, swimming pools and related structures.

**Building Envelope** means a building envelope shown on the Proposed Restrictions Plan.

**CPI** means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute

**AQ845159M**



as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

**Current Address** means:

- (a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- (b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

**Current Email** means:

- (a) for Council, latrobe@latrobe.vic.gov.au, or any other email address listed on Council's website; and
- (b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

**Drainage Detention** means a detention system designed to capture on and discharge Stormwater from the Subject Land and includes the on-site stormwater detention tanks in accordance with the Stormwater Management Strategy.

**Drainage Plan** means plans for the Drainage Detention as submitted to, and approved by, Council in accordance with condition 21 of the Planning Permit.

**Drainage Works** means all Works shown on the Drainage Plan.

**Dwelling** has the same meaning as in the Planning Scheme.

**Endorsed Plan** means the plans endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit.

**Indexation** means an annual adjustment to the Satisfaction Fee carried out in accordance with CPI.

**Land Capability Assessment** means the 'Land Capability Assessment for On-site Domestic Wastewater Treatment, Proposed 80 Lot Subdivision at Tyers-Walhalla Road, Tyers', prepared by Simon Anderson Consultants on 8 August 2014 (Revision A – issued 22/4/15, Job No. 345281, and endorsed by Council under the Permit or such other plan approved by Council.

**Lot** means a lot on the Plan of Subdivision.

**Occupancy Permit** means an occupancy permit issued in respect of a Dwelling on a Lot by a registered building surveyor pursuant to the *Building Act 1993*, as amended from time to time, or the like.

**Owner** means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land and includes a mortgagee-in-possession.

**Owner's obligations** includes the Owner's specific obligations and the Owner's further obligations.

**Party or Parties** means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

**AQ845159M**



**Plan of Subdivision** means the endorsed plan showing the subdivision of the Subject Land as approved from time to time by Council under the Planning Permit.

**Planning Permit** means planning permit no. 2016/80, as amended from time to time, issued on 9 August 2016, authorising multi lot (60) subdivision in stages, removal of native vegetation, creation of common property, and creation of access to a road zone category 1 in a Bushfire Management Overlay on the Subject Land in accordance with the Endorsed Plans.

**Planning Scheme** means the Latrobe Planning Scheme and any other planning scheme that applies to the Subject Land.

**Proposed Restrictions Plan** means the proposed restrictions plan endorsed by Council on 26 February 2018 and attached as Annexure 1 to this Agreement as amended from time to time.

**Satisfaction Fee** means a fee payable by the Owner to Council for determining whether any one of the Owner's obligations has been undertaken to Council's satisfaction, or for deciding whether to give consent for anything this Agreement provides must not be done without Council's consent.

**Site Specific Land Capability Assessment** means an individual site specific land capability assessment prepared in respect of a particular lot. For clarity, the Land Capability Assessment does not meet the requirement for a Site Specific Land Capability Assessment.

**Stormwater** means stormwater derived from a rain event that falls on, flows across, or pools on any surface on the Subject Land, including but not limited to roofs and paved, tiled, asphalt, bitumen or concrete surfaces, garden beds and grass.

**Stormwater Management Strategy** means the stormwater management strategy prepared by Millar Merrigan and endorsed by Council on 09/02/2017, in accordance with condition 12 of the Planning Permit and as amended from time to time.

**Subject Land** means the land situated at Tyers-Walhalla Road, Tyers being the land referred to in certificates of title volume 11921 folios 111 and 112 and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

**Tree Protection Zone** means those parts of the Subject Land which are identified and delineated on the Proposed Restrictions Plan as a 'Tree Protection Zone' or 'TPZ' or the like.

**Tree to be Retained** means any remnant tree which is identified as a 'Existing Tree' or 'Tree to be protected and retained' or the like on the Proposed Restrictions Plan or Endorsed Plans.

---

## 2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;

**AQ845159M**

21/03/2018 \$94.60 173



- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

---

**3. Purposes of Agreement**

The Parties acknowledge and agree that the purposes of this Agreement are to:

- 3.1 give effect to the Planning Permit; and
- 3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

---

**4. Reasons for Agreement**

The Parties acknowledge and agree that Council has entered into this Agreement for the following reasons:

- 4.1 Council would not have issued the Planning Permit without the condition requiring this Agreement; and
- 4.2 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

---

**5. Agreement required**

The Parties agree that this Agreement will continue to be required until the Owner has complied with all of the Owner's obligations.

---

**6. Owner's specific obligations**

The Owner covenants and agrees that:

**6.1 Stormwater Management Strategy**

- 6.1.1 prior to an Occupancy Permit being issued for any new Dwelling or any building development on a Lot, the Owner must connect all stormwater discharge from all roofed and paved areas to an on-site stormwater detention tank sized to comply with the requirements of the Stormwater Management Strategy; and

**AQ845159M**



6.1.2 the on-site stormwater detention tanks must be installed and maintained with permanent air space as identified in the Stormwater Management Strategy,

at the Owner's cost and to the satisfaction of Council;

**6.2 Tree Protection**

6.2.1 prior to the commencement of any works on any part of the Subject Land comprising a stage within which a Tree Protection Zone is to be applied, the Tree Protection Zones must be established and then maintained for each Tree to be Retained as shown on the Proposed Restrictions Plan;

6.2.2 a Tree Protection Zone must incorporate permanent knee-rail fence or equivalent to a standard that prevents vehicle access to the satisfaction of Council

6.2.3 no Tree to be Retained may be removed, destroyed, felled, lopped, ringbarked, uprooted or otherwise damaged; and

6.2.4 the Owner must not

- (a) build, construct or erect or cause or permit to be built, constructed or erected any Buildings or fences;
- (b) allow any vehicular or pedestrian access;
- (c) allow any trenching, soil excavation or directional drilling that is less than 600mm deep;
- (d) store or dump any soil or spoil or other waste or any materials, equipment vehicles, machinery or waste products;
- (e) construct entry and exit pits for underground services;
- (f) construct any temporary or permanent installation of utilities, signs, buildings, fences, driveways or hard stand; or
- (g) allow any other actions or activities that may result in an adverse impact to a Tree to be Retained -

6.2.5 on the Subject Land or any part of the Subject Land which is created as a reserve to vest in a public authority within a Tree Protection Zone;

**6.3 Building Envelopes**

6.3.1 the Owner must not build, construct or erect or cause or permit to be built, constructed or erected any Building on any of Lots 38, 39 or 40 or any other lot which contains a Tree Protection Zone outside a Building Envelope identified on the Proposed Restrictions Plan;

**6.4 Wastewater Management**

6.4.1 prior to the installation of a septic tank system on a Lot, the Owner must:

- (a) apply to Council for a permit to install a septic tank system on that Lot;
- (b) prepare and submit to Council a Site Specific Land Capability Assessment for approval as part of the septic tank permit application at the building permit stage; and

**AQ845159M**

21/03/2018 \$94.60 173



- (c) prepare and submit a waste water management plan for approval by Council which includes, but is not limited to:
  - (i) how that Lot has been assessed as suitable for the installation of the septic tank system; and
  - (ii) once installed, how the septic tank system is to be managed and maintained to ensure it continues to comply with conditions of approval and to minimise risk to the environment;

6.4.2 no Dwelling on a Lot may be occupied, nor may any Occupancy Permit be issued for any Dwelling on that respective Lot until the Owner has undertaken and complied with all directions and recommendations in accordance with the Site Specific Land Capability Assessment within the timeframes specified in the Site Specific Land Capability Assessment; and

6.4.3 the Owner must ensure that all use, development and management of the Subject Land is in accordance with the Site Specific Land Capability Assessment at all times thereafter.

all to the satisfaction of Council.

---

## **7. Owner's further obligations**

### **7.1 Notice and registration**

The Owner must bring this Agreement to the attention of all prospective occupiers, purchasers, lessees, licensees, mortgagees, chargees, transferees and assigns.

### **7.2 Further actions**

The Owner:

- 7.2.1 must do all things necessary to give effect to this Agreement;
- 7.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with s 181 of the Act; and
- 7.2.3 agree to do all things necessary to enable Council to do so, including:
  - (a) sign any further agreement, acknowledgment or document; and
  - (b) obtain all necessary consents to enable the recording to be made.

### **7.3 Fees**

The Owner must pay any Satisfaction Fee to Council within 14 days after a written request for payment.

### **7.4 Council's costs to be paid**

The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

- 7.4.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- 7.4.2 preparing, drafting, finalising and recording any amendment to this Agreement;

**AQ845159M**



7.4.3 determining whether any of the Owner's obligations have been undertaken to Council's satisfaction; and

7.4.4 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

**7.5 Time for determining satisfaction**

If Council makes a request for payment of:

7.5.1 a fee under clause 7.3; or

7.5.2 any costs or expenses under clause 7.4.3,

the Parties agree that Council will not decide whether the Owner's obligation has been undertaken to Council's satisfaction, or whether to grant the consent sought, until payment has been made to Council in accordance with the request.

**7.6 Interest for overdue money**

7.6.1 The Owner must pay to Council interest in accordance with s 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.

7.6.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

**7.7 Notification of compliance with Owner's obligations**

The Owner must notify Council of its compliance with all of the Owner's obligations.

---

**8. Agreement under s 173 of the Act**

Without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with s 173 of the Act.

---

**9. Owner's warranties**

The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

---

**10. Successors in title**

Until such time as a memorandum of this Agreement is recorded on the certificate of title of the Subject Land, the Owner must require successors in title to:

10.1 give effect to this Agreement; and

10.2 enter into a deed agreeing to be bound by the terms of this Agreement.

**AQ845159M**

21/03/2018 \$94.60 173



---

**11. General matters**

**11.1 Notices**

A notice or other communication required or permitted to be served by a Party on another Party must be in writing and may be served:

11.1.1 personally on the other Party;

11.1.2 by leaving it at the other Party's Current Address;

11.1.3 by posting it by priority prepaid post addressed to the other Party at the other Party's Current Address; or

11.1.4 by email to the other Party's Current Email.

**11.2 Counterparts**

This Agreement may be executed in counterparts, all of which taken together constitute one document.

**11.3 No waiver**

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

**11.4 Severability**

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

**11.5 No fettering of Council's powers**

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

**11.6 Inspection of documents**

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

**11.7 Governing law**

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

---

**12. Commencement of Agreement**

This Agreement commences on the date specified on page one or if no date is specified on page one, the date Council executes this Agreement.

**AQ845159M**

21/03/2018 \$94.60 173



### Signing Page

Signed, sealed and delivered as a deed by the Parties.

SIGNED for and on behalf of **LATROBE CITY COUNCIL** by Gary Van Driel pursuant to an Instrument of Delegation dated ~~15 September 2015~~

*30<sup>th</sup> May 2017*

\_\_\_\_\_  
Gary Van Driel

\_\_\_\_\_  
(Witness)

.....  
*EMMA BERTOLI*

\_\_\_\_\_  
(Name)

Executed by Yorksville Pty Ltd ACN 059 967 449 in )  
accordance with s 127(1) of the *Corporations Act* )  
2001: )

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

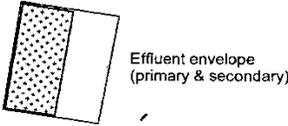
.....  
*Stephen Plunkett*  
Print full name

\_\_\_\_\_  
Signature of Director (or Company Secretary)

.....  
*Chris Vellios*  
Print full name

Annexure 1

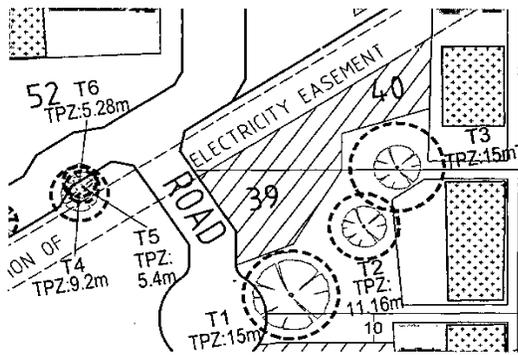
-  Building envelope (lots containing TPZ)
-  T3 TPZ: tree protection zone (radius in metres)
-  Tree to be removed under this permit
-  Tree to be removed (permit not required)



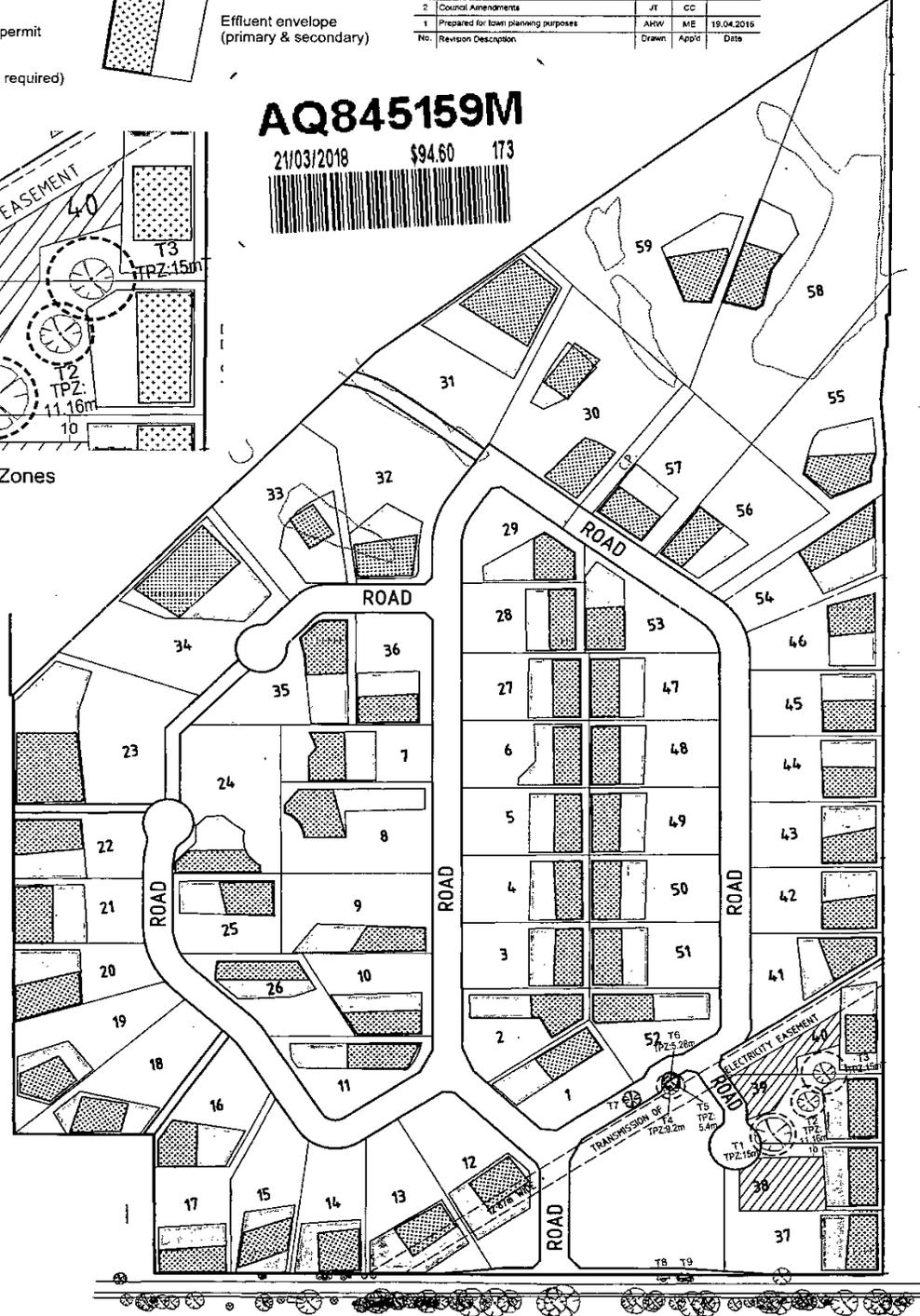
No.	Revision Description	Drawn	Appr'd	Date
5	Council Amendments	JT	CC	21.02.2018
4	Council Amendments	JT	CC	
3	Council Amendments	JT	CC	
2	Council Amendments	JT	CC	
1	Prepared for loan planning purposes	AHW	ME	19.04.2016

**AQ845159M**

21/03/2018 \$94.60 173



Tree Protection Zones



This document was rendered from SPCAR on: 26/02/2018 12:57 pm.

FOR APPROVAL

Miller & Merrigan and the NBA Group authorize the use of this drawing only for the purpose described by the status stamp shown hereon. This drawing should be read in conjunction with all relevant contracts, specifications, reports and drawings. © Miller & Merrigan Pty Ltd and the NBA Group.

**PROPOSED RESTRICTIONS PLAN**

LOT 1 ON TP95634T  
 MOE - GLENGARRY RD, TYERS 3844  
 Latrobe City Council  
 15533T4  
 Version 5

Date: FEBRUARY 2018  
 pursuant to s.72 of the P&E Act, Latrobe City Council, page 105 of 106

Miller & Merrigan Pty Ltd ACN 005 541 668  
 Metro 2/126 Merrindale Drive, Croydon 3136  
 Regional 156 Commercial Road, Morwell 3840  
 Mail PO Box 247 Croydon, Victoria 3136  
 T (03) 8720 9500 F (03) 8720 9501  
 Ausdoc DX 13608 Croydon  
 admin@millarmerrigan.com.au  
 millarmerrigan.com.au

NBA Group Pty Ltd ABN 194 748 327 43  
 Metro Level 1, 1 Queens Road, Melbourne, 3004  
 Regional 382 Raymond Street, Sale, 3850  
 Mail 156 Commercial Road, Morwell 3840  
 M 0418 402 240  
 T (03) 5143 0340  
 nick@nbagroup.com.au  
 nbagroup.com.au



**Application by a Responsible Authority for the making of a Recording of an Agreement**  
Section 181 **Planning and Environment Act 1987**

**AQ847304U**



Lodged by:

Name: MADDOCKS  
Phone: 03 9258 3555  
Address: Collins Square, Tower Two, Level 25, 727 Collins Street Melbourne VIC 3008  
Ref: TGM:7426904  
Customer Code: 1167E

The Authority having made an agreement referred to in section 181(1) of the **Planning and Environment Act 1987** requires a recording to be made in the Register for the land.

Land: Volume 11921 Folio 111 and Volume 11921 Folio 112

Responsible Authority: LaTrobe City Council of 141 Commercial Road, Morwell, Victoria

Section and Act under which agreement made: Section 173 of the *Planning and Environment Act 1987*

A copy of the agreement is attached to this application

**Signing**

AUSTRALIAN LEGAL PRACTITIONER

Representing: Representing another

Signer Name: Terry Montebello

Signer Organisation: MADDOCKS

Signer Role: Australian Legal Practitioner

**Certifications**

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

Executed on behalf of: LaTrobe City Council

Signer Name:

*Terry Montebello*

Signer Organisation:

MADDOCKS

Signer Role:

Australian Legal Practitioner

Signature:

*Terry Montebello*

Execution Date:

15 March 2018

**AQ847304U**



**AQ847304U**

22/03/2018 \$94.60 173



**Maddocks**

Lawyers  
Collins Square, Tower Two  
Level 25, 727 Collins Street  
Melbourne VIC 3008  
Australia

Telephone 61 3 9258 3555  
Facsimile 61 3 0268 3666

Info@maddocks.com.au  
www.maddocks.com.au

DX 259 Melbourne

## **Agreement under section 173 of the Planning and Environment Act 1987**

Subject Land: Tyers-Walhalla Road, Tyers

### **Design Guidelines**

**Latrobe City Council**  
and

**Yorksville Pty Ltd**  
ACN 059 967 449

**AQ847304U**

22/03/2018 \$94.60 173



Maddocks

**Contents**

1. Definitions ..... 1

2. Interpretation ..... 3

3. Purposes of Agreement..... 3

4. Reasons for Agreement..... 3

5. Agreement required ..... 4

6. Owner's specific obligations..... 4

7. Owner's further obligations ..... 4

    7.1 Notice and registration ..... 4

    7.2 Further actions ..... 4

    7.3 Fees ..... 4

    7.4 Council's costs to be paid ..... 4

    7.5 Time for determining satisfaction ..... 5

    7.6 Interest for overdue money ..... 5

    7.7 Notification of compliance with Owner's obligations ..... 5

8. Agreement under s 173 of the Act ..... 5

9. Owner's warranties ..... 5

10. Successors in title..... 5

11. General matters ..... 6

    11.1 Notices ..... 6

    11.2 Counterparts ..... 6

    11.3 No waiver ..... 6

    11.4 Severability..... 6

    11.5 No fettering of Council's powers ..... 6

    11.6 Inspection of documents ..... 6

    11.7 Governing law ..... 6

12. Commencement of Agreement ..... 6

13. Ending of Agreement ..... 7



|||||  
Maddocks

- (a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- (b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

**Current Email** means:

- (a) for Council, latrobe@latrobe.vic.gov.au, or any other email address listed on Council's website; and
- (b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

**Design Guidelines** means the endorsed design guidelines referred to in condition 4 of the Planning Permit and as attached to this Agreement as Annexure 1 as amended from time to time.

**Endorsed Plan** means the plan(s) endorsed with the stamp of Council from time to time as the plan which form part of the Planning Permit.

**Indexation** means an annual adjustment to the Satisfaction Fee carried out in accordance with CPI.

**Owner** means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land and includes a mortgagee-in-possession.

**Owner's obligations** includes the Owner's specific obligations and the Owner's further obligations.

**Party or Parties** means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

**Planning Permit** means planning permit no. 2016/80, as amended from time to time, issued on 9 August 2016, authorising multi lot (60) subdivision in stages, removal of native vegetation, creation of common property, and creation of access to a road zone category 1 in a Bushfire Management Overlay on the Subject Land in accordance with the Endorsed Plan.

**Planning Scheme** means the Latrobe Planning Scheme and any other planning scheme that applies to the Subject Land.

**Public Open Space Reserve** means a reserve on a plan of subdivision which is vested in Council as a reserve for public open space.

**Residential Lot** means a lot created as a result of the subdivision of the Subject Land which by virtue of its size and dimensions, is intended for final use as a home site.

**Satisfaction Fee** means a fee payable by the Owner to Council for determining whether any one of the Owner's obligations has been undertaken to Council's satisfaction, or for deciding whether to give consent for anything this Agreement provides must not be done without Council's consent.

**Subject Land** means the land situated at Tyers-Walhalla Road, Tyers being the land referred to in certificates of title volume 11921 folios 111 and 112 and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

AQ847304U

22/03/2018 94.60 173





**AQ847304U**

22/03/2018 \$94.60 173



Maddocks

---

**5. Agreement required**

The Parties agree that this Agreement will continue to be required until the Owner has complied with all of the Owner's obligations.

---

**6. Owner's specific obligations**

The Owner agrees that, at all times, the Owner must ensure all development and management of a Residential Lot which abuts a Public Open Space Reserve is in accordance with the specifications and requirements of the Design Guidelines to the satisfaction of Council.

---

**7. Owner's further obligations**

**7.1 Notice and registration**

The Owner must bring this Agreement to the attention of all prospective occupiers, purchasers, lessees, licensees, mortgagees, chargees, transferees and assigns.

**7.2 Further actions**

The Owner:

- 7.2.1 must do all things necessary to give effect to this Agreement;
- 7.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with s 181 of the Act; and
- 7.2.3 agree to do all things necessary to enable Council to do so, including:
  - (a) sign any further agreement, acknowledgment or document; and
  - (b) obtain all necessary consents to enable the recording to be made.

**7.3 Fees**

The Owner must pay any Satisfaction Fee to Council within 14 days after a written request for payment.

**7.4 Council's costs to be paid**

The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

- 7.4.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- 7.4.2 preparing, drafting, finalising and recording any amendment to this Agreement;
- 7.4.3 determining whether any of the Owner's obligations have been undertaken to Council's satisfaction; and
- 7.4.4 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.



**7.5 Time for determining satisfaction**

If Council makes a request for payment of:

- 7.5.1 a fee under clause 7.3; or
- 7.5.2 any costs or expenses under clause 7.4.3,

the Parties agree that Council will not decide whether the Owner's obligation has been undertaken to Council's satisfaction, or whether to grant the consent sought, until payment has been made to Council in accordance with the request.

**7.6 Interest for overdue money**

- 7.6.1 The Owner must pay to Council interest in accordance with s 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.
- 7.6.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

**7.7 Notification of compliance with Owner's obligations**

The Owner must notify Council of its compliance with all of the Owner's obligations.

---

**8. Agreement under s 173 of the Act**

Without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with s 173 of the Act.

---

**9. Owner's warranties**

The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

---

**10. Successors in title**

Until such time as a memorandum of this Agreement is recorded on the certificate of title of the Subject Land, the Owner must require successors in title to:

- 10.1 give effect to this Agreement; and
- 10.2 enter into a deed agreeing to be bound by the terms of this Agreement.

**AQ847304U**

22/03/2018 \$94.60 173



Maddocks

---

**11. General matters**

**11.1 Notices**

A notice or other communication required or permitted to be served by a Party on another Party must be in writing and may be served:

- 11.1.1 personally on the other Party;
- 11.1.2 by leaving it at the other Party's Current Address;
- 11.1.3 by posting it by priority prepaid post addressed to the other Party at the other Party's Current Address; or
- 11.1.4 by email to the other Party's Current Email.

**11.2 Counterparts**

This Agreement may be executed in counterparts, all of which taken together constitute one document.

**11.3 No waiver**

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

**11.4 Severability**

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

**11.5 No fettering of Council's powers**

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

**11.6 Inspection of documents**

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

**11.7 Governing law**

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

---

**12. Commencement of Agreement**

This Agreement commences on the date specified on page one or if no date is specified on page one, the date Council executes this Agreement.



Maddocks

---

**13. Ending of Agreement**

- 13.1 This Agreement ends when the Owner has complied with all of the Owner's obligations.
- 13.2 After this Agreement has ended, Council will, at the Owner's written request, apply to the Registrar of Titles under s 183(1) of the Act to cancel the record of this Agreement.

**AQ847304U**





Maddocks

### Signing Page

Signed, sealed and delivered as a deed by the Parties.

SIGNED for and on behalf of LATROBE CITY COUNCIL by Gary Van Driel pursuant to an Instrument of Delegation dated ~~15 September 2015~~

*up 30<sup>th</sup> May 2017*

Gary Van Driel

(Witness)

*EMMA BERTOU*

(Name)

Executed by Yorkville Pty Ltd ACN 059 967 449 in accordance with s 127(1) of the *Corporations Act* 2001:

Signature of Director

*Stephen Plunkett*  
Print full name

Signature of Director (or Company Secretary)

*Chris Vellios*  
Print full name

**AQ847304U**

22/03/2018

\$94.60

173



Annexure 1

The  
**Acreage**  
Tyers 3844

The Acreage  
Design Guidelines  
Prepared by NBA Group  
September 2016



**AQ847304U**

22/03/2018 \$94.60 173



ABN 194 748 327 43  
156 Commercial Road, Morwell 3840  
10 Dawson Street, Sale 3850  
Mail PO BOX 1170, Sale Vic 3850  
Telephone: 03 5143 0340  
[nick@nbagroup.com.au](mailto:nick@nbagroup.com.au)  
[www.nbagroup.com.au](http://www.nbagroup.com.au)

Version 2 Date November 2017 Description Issued to Council Author Christopher Constantine Approved Nick Anderson

© NBA Group Pty Ltd 2016

This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968

## Contents

1	Introduction and Application	1
2	Objectives	2
3	Guidelines	3
3.1	Guideline 1 - Fencing	3
3.2	Guideline 2 – Building Materials	3
3.3	Guideline 3 – Retaining Walls	3
3.4	Guideline 4 – Landscaping <i>Error! Bookmark not defined.</i>	3

# AQ847304U

22/03/2018 \$94.60 173

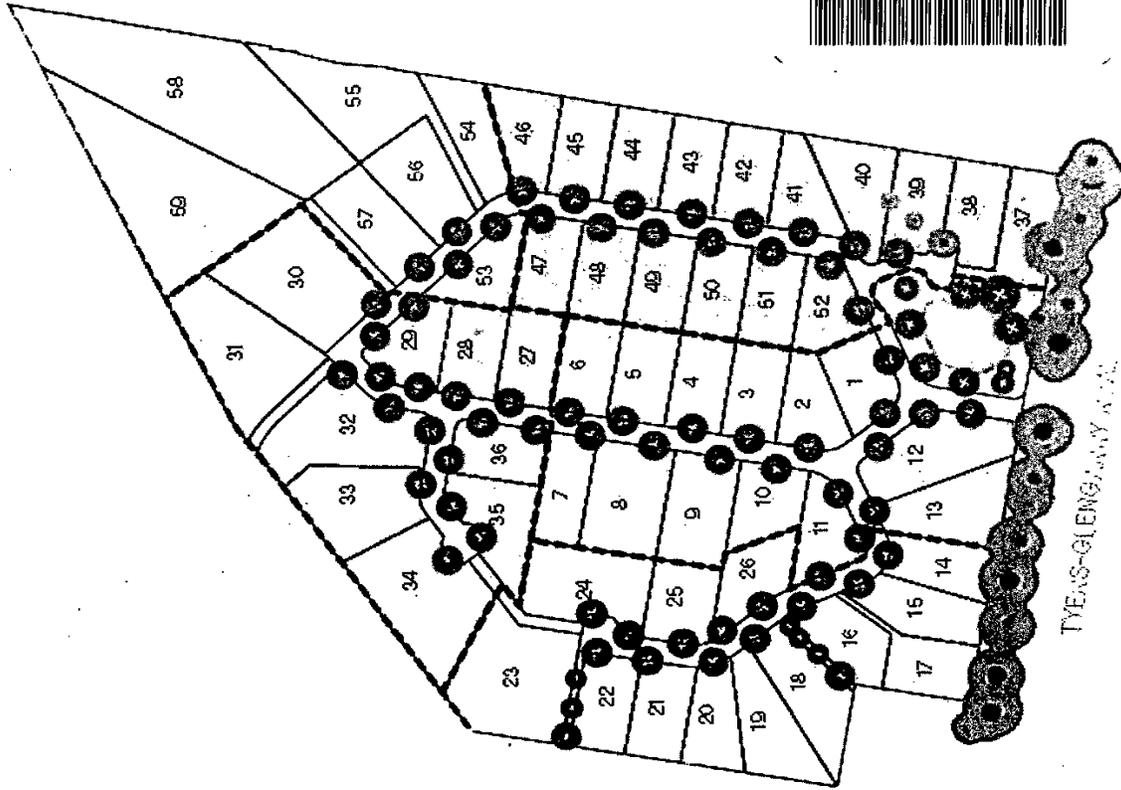


This document was printed from SPEAR on: 02/02/2018 03:40 pm.

Amended document endorsed by Karen Egan on 19/01/2018 for planning permit 2016/80, pursuant to s.72 of the P&E Act, Latrobe City Council, page 100 of 106

AQ847304U

22/03/2018 \$94.60 173



# 1 Introduction and Application

These design guidelines have been prepared in accordance with the requirements of Condition 4 of Planning Permit 2016/80.

They apply to all lots, as shown right.

The guidelines set out a number of siting and design requirements to ensure that development responds appropriately to the public domain and offers a high standard of development.

Any development on the subject lots must be in accordance with the design guidelines except with written consent from Latrobe City Council.

This document was printed from SPEAR on: 02/02/2018 03:40 pm.

**AQ847304U**

22/03/2018 \$94.60 173



## 2 Objectives

The key intent of the Design Guidelines are to ensure that the interface between lots and the public realm is managed appropriately.

Condition 4 of Planning Permit 2016/80 requires design guidelines to be prepared which provide for:

- a) Where appropriate, specification that dwellings must not present 'back fences' to the public open space areas;
- b) Specification of any fencing adjoining public open space reserves must be no higher than 1.2m high and be rural style fencing with at least 75% permeability, or other fencing to the satisfaction of the Responsible Authority; and
- c) Requirement that any development on the relevant lots must be in accordance with the design guidelines except with written consent from Council.

Based on these requirements, it is clear that the key objectives to be achieved relate to:

- Appropriate fencing treatment to provide passive surveillance to public spaces; and
- Appropriate dwelling design creates visual interest and contributes to an attractive streetscape.

Implementation of the following guidelines will ensure the highest quality design outcomes for The Acreage - Tyers are achieved.

This document was printed from SPEAR on: 02/02/2018 03:40 pm.

Amended document endorsed by Karen Egan on 19/01/2018 for planning permit 2016/80, pursuant to s.72 of the P&E Act, Latrobe City Council, page 102 of 106

### 3 Guidelines

The guidelines on the following pages are provided to inform the development of lots affected by the design guidelines.

It is noted that these guidelines must be considered in addition to the requirements of the Latrobe Planning Scheme (particularly Clauses 54, 55 and 56), as well as the *Latrobe City Council Public Open Space Strategy* and the *Safer Design Guidelines for Victoria* prepared by the former Department of Sustainability and Environment.

#### 3.1

##### Guideline 1 - Fencing

Dwellings must not present back fences to the public open space areas. Any fencing adjoining public open space reserves must be no higher than 1.2m, be rural style fencing with at least 75% permeability or other fencing as agreed by the Responsible Authority. This guideline specifically impacts on lots 16, 18, 22, 23, 31, 32 and 37. Examples of appropriate fencing shown in Figures 1 and 2.

Landscaping opportunities are to be encouraged to be integrated with fencing treatments.

#### 3.2

##### Guideline 2 – Building Materials

Dwellings should be constructed with a range of materials and finishes to encourage articulated facades and add interest to buildings.

Dwellings and buildings may only be constructed of brick, masonry, colourbond, timber, rendered sheet or stone either natural or man-made. Roofs may only be tile, cement or clay, colorbond, steel or slate, and in non-reflective finishes.

#### 3.3

##### Guideline 3 – Retaining Walls

Retaining walls should be constructed using one of the following materials:

- Interlocking block work; or
- Concrete sleeper.

#### 3.4

##### Guideline 4 – Landscaping

Landscaping is to be utilised to activate reserve frontages. Consideration must be paid to maintenance of views to the reserves for surveillance and safety. Tall branching trees/shrubs with low understorey planting would be an appropriate response.

Figure 1.

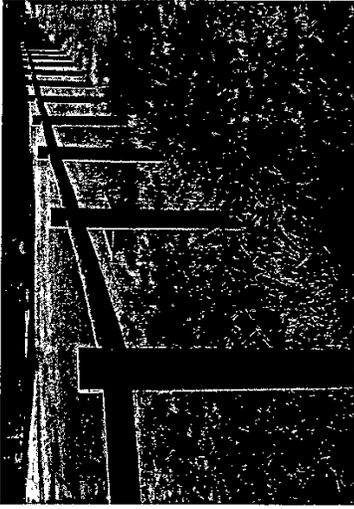


Figure 2.



AQ847304U  
 22/03/2018 \$94.60 173  


**LAND INFORMATION CERTIFICATE***In accordance with Section 229 of The Local Government Act 1989*

LANDATA  
DX 250639  
MELBOURNE VIC

Latrobe City ABN 92 472 314 133  
TTY (NRS) 133 677  
AUSDOC DX2 17733 Morwell  
PO Box 264 MORWELL 3840  
latrobe@latrobe.vic.gov.au

**Assessment Number:** 74396-3  
**Applicant's Reference:** 78088652-016-7  
**Issue Date :** 17-Sep-2025  
**Property Address:** 7 John Henry Drive  
TYERS VIC 3844  
**Property Description:** L 8 PS 711912  
**Property Title:** CT-11972/940  
**AVPCC:** 100 Vacant Residential Home Site/Surveyed Lot  
**Area:** 6510M2  
**Ward:** Tyers  
**Owner:** A Lipscombe

**1300 367 700 LATROBE.VIC.GOV.AU**

**Statement of Rates & Charges for the Year Ending 30-Jun-2026 are payable in full by 15-Feb-2026. Interest will be charged if not paid in by this date. If paying by instalments, interest will be charged on each instalment not paid by the due date.**

**PLEASE NOTE:**

- This certificate application is valid for a period of 3 months from issue date and no confirmation or variations will be given after this expiration. For settlement purposes another certificate should be obtained after the expiry date 16-Dec-2025.
- **Confirmation and variations will only be provided in writing. You must contact the Rates Team via email [proprates@latrobe.vic.gov.au](mailto:proprates@latrobe.vic.gov.au) no earlier than 5 business days but no later than 1 business day prior to settlement of this property.**
- Latrobe City Council will not be held responsible for information provided verbally.
- Outstanding rates and charges for this account must be paid in full at settlement.
- **If this account shows a credit balance, you must submit a copy of the Statement of Adjustments to Latrobe City Council upon settlement.**

**Rates & Charges:**

Arrears Legal Fees	\$	0.00
Other Arrears B/forward	\$	0.00
General Rates	\$	1,251.20
Municipal Charge	\$	155.00
Emergency Services and Volunteers Fund Levy	\$	207.80
Current Interest	\$	0.00
Rebates	\$	0.00
Arrears Interest	\$	0.00
Special Rates & Charges	\$	0.00
Legal Fees	\$	0.00
Less Cash Paid	\$	0.00
<b>Total Amount Due</b>	<b>\$</b>	<b>1,614.00</b>

**Assessment Number:** 74396-3  
**Applicants' Ref.:** 78088652-016-7  
**Date:** 17-Sep-2025  
**Property Address:** 7 John Henry Drive  
 TYERS VIC 3844

**Property Valuations:**

Description	Values	Level of Value Date	Operational Date
CAPITAL IMPROVED VALUE	\$ 415,000	01-Jan-2025	01-Jul-2025
SITE VALUE	\$ 415,000	01-Jan-2025	
NET ANNUAL VALUE	\$ 20,750	01-Jan-2025	

**OTHER INFORMATION:**

1. There ARE NO notices or orders on the land that have been served by Latrobe City Council under the Local Government Act 2020, Local Government Act 1989, Local Government Act 1958, or under a local law of the Council, which have a continuing application at the date of the Certificate, details being (if any):
2. There IS NO money owed for works under the Local Government Act 2020, the Local Government Act 1989 or the Local Government Act 1958.
3. There IS NO potential liability for rates in relation to the land under the Cultural and Recreational Lands Act 1963.
4. There IS NO potential liability for the land to become rateable under section 173 or 174A of the Local Government Act 1989.
5. There IS NO money owed in relation to the land under section 94(5) of the Electricity Industry Act 2000.
6. There IS NO outstanding amount required to be paid for recreational purposes or any transfer of land to the Council for recreational purposes under section 18 of the Subdivision Act 1988 or the Local Government Act 1958.
7. There IS NO money owed under section 119 of the Local Government Act 2020.
8. There IS NO environmental upgrade charge in relation to the land which is owed under section 181C of the Local Government Act 1989.
9. There ARE NO health notices or orders issued by Latrobe City Council associated with this property.

**PLEASE NOTE:**

This certificate provides information regarding Valuation, Rates, Charges, other money owing and any orders and notices made under the Local Government Act 2020, the Local Government Act 1989, the Local Government Act 1958 or under a local law of the Council.

This certificate **is not required** to include information regarding Planning, Building, Health, Land Fill, Land Slip, Flooding information or Service Easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

I hereby certify that as at 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 Latrobe City Council together with any Notices pursuant to the Local Government Act 2020, Local Government Act 1989, local laws or any other legislation.



**Authorised Officer**



**Billor Code: 6072**  
**Ref: 743963**

**Pay 24 hours a day by phone or internet, direct from your bank account.**



55 Hazelwood Rd  
PO Box 348  
Traralgon Vic 3844

Telephone: 1800 050 500  
Fax: (03) 5174 0103

## INFORMATION STATEMENT

Email: [contactus@gippswater.com.au](mailto:contactus@gippswater.com.au)  
[www.gippswater.com.au](http://www.gippswater.com.au)  
ABN : 75 830 750 413

12 September 2025

**Your Reference :**  
**Our Reference:**

78088652-029-7  
00223518-02

Landata

Secure Electronic Registries Vic (SERV) Locked Bag  
MELBOURNE VIC 3001

Thank you for requesting a Gippsland Water Information Statement. We are pleased to provide you with an Information Statement for the below property.

**Applicant:** Landata  
**Property Address:** 7 John Henry Dve Tyers Vic 3844  
**Information Statement No:** 168467

Please find enclosed:

- Section 158 Statement
- Financial Statement
- Important Information
- Asset Plan (if available)

If you have any questions relating to this Information Statement please phone Gippsland Water on 1800 050 500 or email us at [infostats@gippswater.com.au](mailto:infostats@gippswater.com.au).

Online updates are available, please visit our website [www.gippswater.com.au](http://www.gippswater.com.au) to register for our Solicitor Updates Online service.

Yours sincerely

A handwritten signature in black ink, appearing to read "Nigel Gerreyn".

Nigel Gerreyn

**MANAGER PROPERTY SERVICES**



55 Hazelwood Rd  
PO Box 348  
Traralgon Vic 3844

Telephone: 1800 050 500  
Fax: (03) 5174 0103

Email: [contactus@gippswater.com.au](mailto:contactus@gippswater.com.au)  
[www.gippswater.com.au](http://www.gippswater.com.au)  
ABN : 75 830 750 413

## Section 158 Statement

(Water Act 1989)

<b>Date of Issue:</b>	12/09/2025	<b>Your Reference :</b>	78088652-029-7
<b>Information Statement No:</b>	168467	<b>Our Reference:</b>	00223518-02
<b>Property Address:</b>	7 John Henry Dve Tyers Vic 3844		
<b>Property Details:</b>	Lot 8 Plan PS711912		
<b>Settlement Date:</b>	31/10/2025		

### The following items relate to Section 158 of the *Water Act 1989*:

⇒ Wastewater services are not available.

### Protection of Gippsland Water Assets:

It is possible that this property has water or sewerage infrastructure located on it. Please refer to the attached plan. Unless prior written consent has been obtained from Gippsland Water, the *Water Act 1989* PROHIBITS:

1. The erection and / or placement of any structure (including but not limited to building, wall, fence, driveway, machinery, embankment) or the removal or addition of filling, over an easement or within one metre laterally of Gippsland Water's water supply and sewerage assets.
2. The connection to, or interference with, any Gippsland Water water supply or sewerage asset.

Gippsland Water may require removal of any trees which may be, in the view of Gippsland Water, invasive to its water supply and sewerage assets. The guide *Planting the Right Trees* is available on the Gippsland Water website.

For additional information, please contact Gippsland Water on 1800 050 500.



55 Hazelwood Rd  
PO Box 348  
Traralgon Vic 3844

Telephone: 1800 050 500  
Fax: (03) 5174 0103

## INFORMATION STATEMENT

Email: [contactus@gippswater.com.au](mailto:contactus@gippswater.com.au)  
[www.gippswater.com.au](http://www.gippswater.com.au)  
ABN : 75 830 750 413

### Financial Statement

**Date of Issue:** 12/09/2025      **Your Reference :** 78088652-029-7  
**Information Statement No:** 168467      **Our Reference:** 00223518-02

**Property Address:** 7 John Henry Dve Tyers Vic 3844  
**Property Details:** Lot 8 Plan PS711912  
**Settlement Date:** 31/10/2025

**Gippsland Water billing periods: 01 Jul to 31 Oct, 01 Nov to 28 Feb and 01 Mar to 30 June**

Charges levied for billing period: 01 Jul to 31 Oct

#### Financial Information:

Brought Forward Balance	-0.43
Sewer Scheme Charges	0.00

#### Adjustable Charges:

Water Service Charges	32.30
Wastewater Service Charges	0.00
Fire Service Charges	0.00
Commercial Trade Waste Charges	0.00

#### Non Adjustable Charges:

Wastewater Volumetric Charges	0.00
Notional / Usage Charges	0.00
Miscellaneous / Adjustments / Credits	0.00
Interest	0.00

**Total Outstanding** **31.87**

(Please note: CR denotes a credit)



**Biller Code: 3475**  
**REF: 3680 0000 2235 1802 4**  
Pay by savings or credit card

Gippsland Water Authorised Officer: \_\_\_\_\_

Date: 12 September 2025



Solicitors  
**Updates Online**  
Tool

Gippsland Water has launched a tool to enable you to get your financial updates online

**REGISTER TODAY**

<https://www.gippswater.com.au/developers/property-connections/solicitor-updates-online>



55 Hazelwood Rd  
PO Box 348  
Traralgon Vic 3844

Telephone: 1800 050 500  
Fax: (03) 5174 0103

Email: [contactus@gippswater.com.au](mailto:contactus@gippswater.com.au)  
[www.gippswater.com.au](http://www.gippswater.com.au)  
ABN : 75 830 750 413

## Important Information

### **Gippsland Water bill period:**

Gippsland Water bills three times per year, for billing periods: 01/07 to 31/10, 01/11 to 28/02 and 01/03 to 30/06.

### **Gippsland Water tariffs:**

Gippsland Water tariffs are reviewed annually and applied as of 01 July. Please ensure you obtain a financial update prior to settlement.

### **Adjustable and non adjustable charges:**

Charges listed under the adjustable charges section are fixed service charges that are applicable to the property e.g. water availability charges. Charges listed under the non adjustable section are applicable to the customer e.g. notional/usage charges, these charges do not need to be adjusted. Interest may continue to accrue after this statement has been generated.

Do not adjust on any credit balances as any credit remaining after settlement will remain with the vendor.

### **Payment of Gippsland Water accounts:**

Gippsland Water requires payment of any outstanding charges within 10 working days of settlement occurring. Any unpaid charges will become the responsibility of the new property owner. Enquiries relating to the unpaid charges will be referred to the purchaser's solicitor or conveyancer.

### **Financial updates:**

It is important to obtain a financial update within 10 days of settlement. Balances may change throughout the bill period and any unpaid charges may be transferred to the purchaser at settlement. Updates can be obtained online through the solicitor updates online

<https://www.gippswater.com.au/developers/property-connections/solicitor-updates-online>.

### **Notice of property transfer:**

Gippsland Water requires notice of property transfer to be received within 10 working days of settlement taking place. Where Gippsland Water has not received notice of a property transfer, the payment of accounts remains the responsibility of the vendor. Notices of property transfer are to be emailed to [propertytransfers@gippswater.com.au](mailto:propertytransfers@gippswater.com.au)

### **Validity of the Information Statement:**

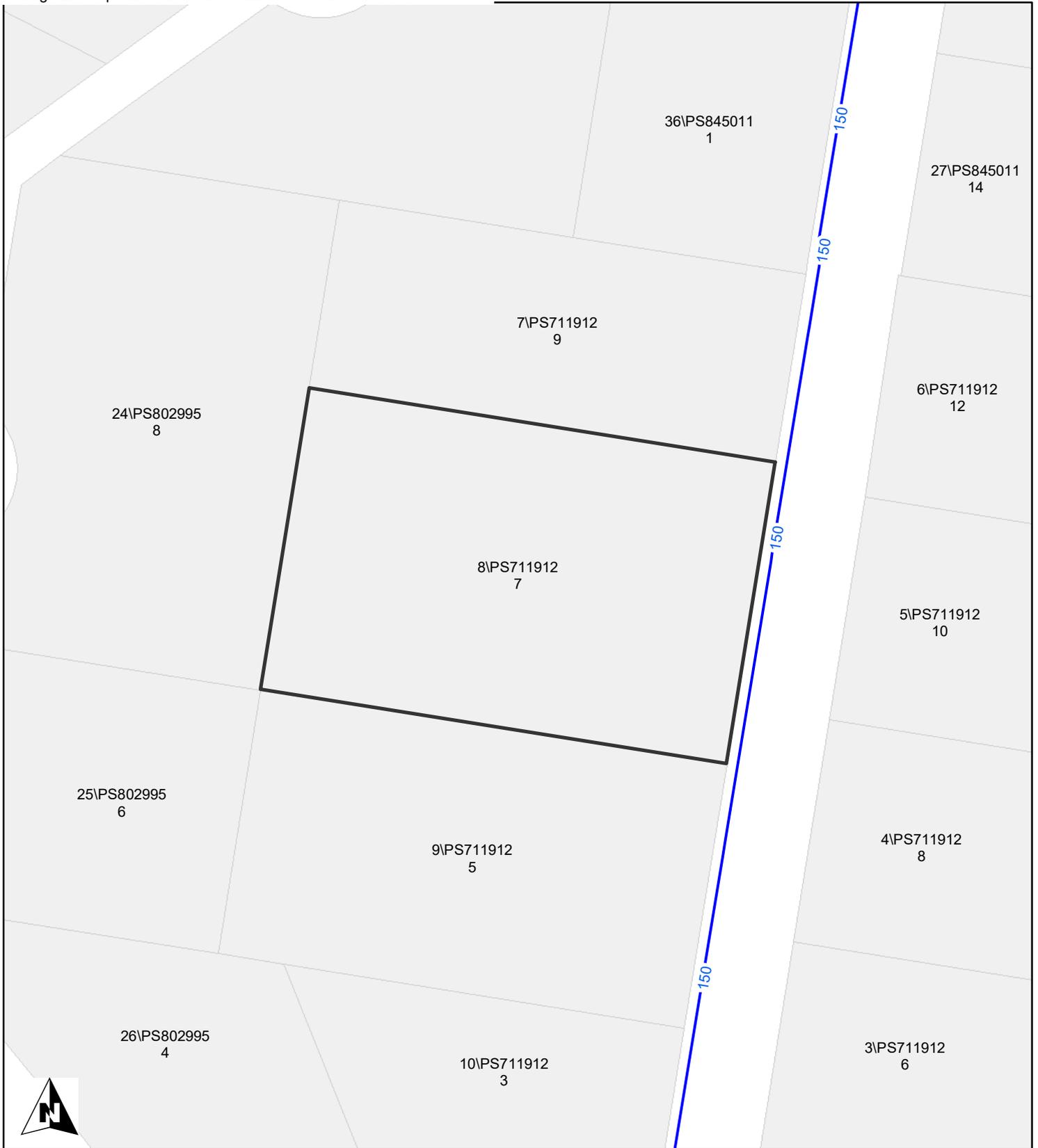
This Information Statement will be valid only to the end of the next billing period after the date of issue of this Information Statement.

### **Automatic eBilling Registration for new customers**

Gippsland Water will automatically register our customers for electronic billing upon the creation of their account. Customers can switch to receiving paper bills by post at any time. Refer to our eBilling terms and conditions for more information: [www.gippswater.com.au/digital-billing-terms-conditions](http://www.gippswater.com.au/digital-billing-terms-conditions). We will not disclose personal information to any external parties without consent, unless required or authorised by law. Refer to our privacy policy which sets out how and why we collect, use and disclose your personal information:

[www.gippswater.com.au/legal/privacy-policy](http://www.gippswater.com.au/legal/privacy-policy)

You can request a printed version of the eBilling Terms and Conditions and/or Privacy by emailing us at [contactus@gippswater.com.au](mailto:contactus@gippswater.com.au) or call us on 1800 050 500.



## Gippsland Water Asset Plan

7 John Henry Dve Tyers

Information Statement No: 168467

Date Issued: 12/09/2025



### Water Pipes

- Reticulation
- Distribution
- Transfer

### Sewer Pipes

- Gravity
- Pressure
- Rising Main

### House Discharge Line

- House Discharge Line

Maintenance Point

Manhole

Pipe End

Collection Tank

**Disclaimer:** Gippsland Water does not quarentee or make any representation or warrant the accuracy, scale or completeness of information inthis product. Any person relying upon such information does so on the basis that Gippsland Water shall bear no responsibility or liability for loss, damage or injury arising from any error, fault, defect, or omission in the infomation. Any persons using this information should make their own site investigation and accommodate their works accordingly.