

# Rennicks Conveyancing Pty Ltd

## Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.  
The vendor may sign by electronic signature.

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

**Land**

95 MADDEN STREET, MORWELL VIC 3840

**Vendor's name**

Latrobe Valley Golf Driving Range Pty. Ltd. ACN 007074179 as  
Trustee for the S Szabo Family Trust

**Date**

7 / 1 / 2026

**Vendor's signature**



Brett Jason Szabo - Director

**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

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:

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

### 3.2 Road Access

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

### 3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of regulations made under 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.

The required specified information is as follows:

- |                                   |  |
|-----------------------------------|--|
| (a) Name of planning scheme       | Latrobe Planning Scheme                            |
| (b) Name of responsible authority | Latrobe City Council                               |
| (c) Zoning of the land            | General Residential Zone (GRZ) - Schedule 3 (GRZ3) |
| (d) Name of planning overlay      | Development Plan Overlay (DPO) - Schedule 5 (DPO5) |

## 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):

Are contained in the attached certificate

## 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 type="checkbox"/>	Gas supply <input checked="" type="checkbox"/>	Water supply <input type="checkbox"/> (Gippsland Water)	Sewerage <input type="checkbox"/> (Gippsland Water)	Telephone services <input checked="" type="checkbox"/>
---	--	--	--	--

Connected indicates that the service is provided by an authority and operating on the day of sale. The purchaser should be aware that the vendor may terminate their account with the service provider before settlement and the purchaser will have to pay to have the service reconnected.

## 9. TITLE

Attached are copies of the following documents:

9.1  (a) Registered Title

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

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

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

Not Applicable

### 10.2 Staged Subdivision

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

Not Applicable

### 10.3 Further Plan of Subdivision

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

Not Applicable

## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m<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)*

Section 173 Agreement AM686462E
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Section 173 Agreement AS681066N

Memorandum of Common Provisions AA5416

Planning Permit 2015/230

State Revenue Office Land Tax Certificate

Latrobe City Council Land Information Certificate

Gippsland Water Information Statement

Vicroads Road Certificate

Building & Occupancy Permit No. BS-L 36361/4692219016691

Builders Warranty Insurance Policy No. C897163

FRCGW Clearance Certificate

Planning Certificate dated 26/11/2025

Land Victoria Property/Planning Reports



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

Page 1 of 1

VOLUME 12541 FOLIO 564

Security no : 124130251168W  
Produced 26/11/2025 02:45 PM

**LAND DESCRIPTION**

Lot 502 on Plan of Subdivision 907125Y.  
PARENT TITLE Volume 12446 Folio 005  
Created by instrument PS907125Y 16/04/2024

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
LATROBE VALLEY GOLF DRIVING RANGE PTY LTD of 63 ELLVALE DRIVE TRARALGON VIC  
3844  
PS907125Y 16/04/2024

**ENCUMBRANCES, CAVEATS AND NOTICES**

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AM686462E 07/04/2016

AGREEMENT Section 173 Planning and Environment Act 1987  
AS681066N 06/11/2019

**DIAGRAM LOCATION**

SEE PS907125Y FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NUMBER		STATUS	DATE
AZ451789T (E)	TRANSFER CONTROL OF ECT	Completed	05/08/2025

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

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

Street Address: 95 MADDEN STREET MORWELL VIC 3840

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 14385V RENNICKS CONVEYANCING PTY LTD  
Effective from 05/08/2025

DOCUMENT END



# Imaged Document Cover Sheet

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Document Identification	<b>PS907125Y</b>
Number of Pages (excluding this cover sheet)	<b>4</b>
Document Assembled	<b>26/11/2025 14:45</b>

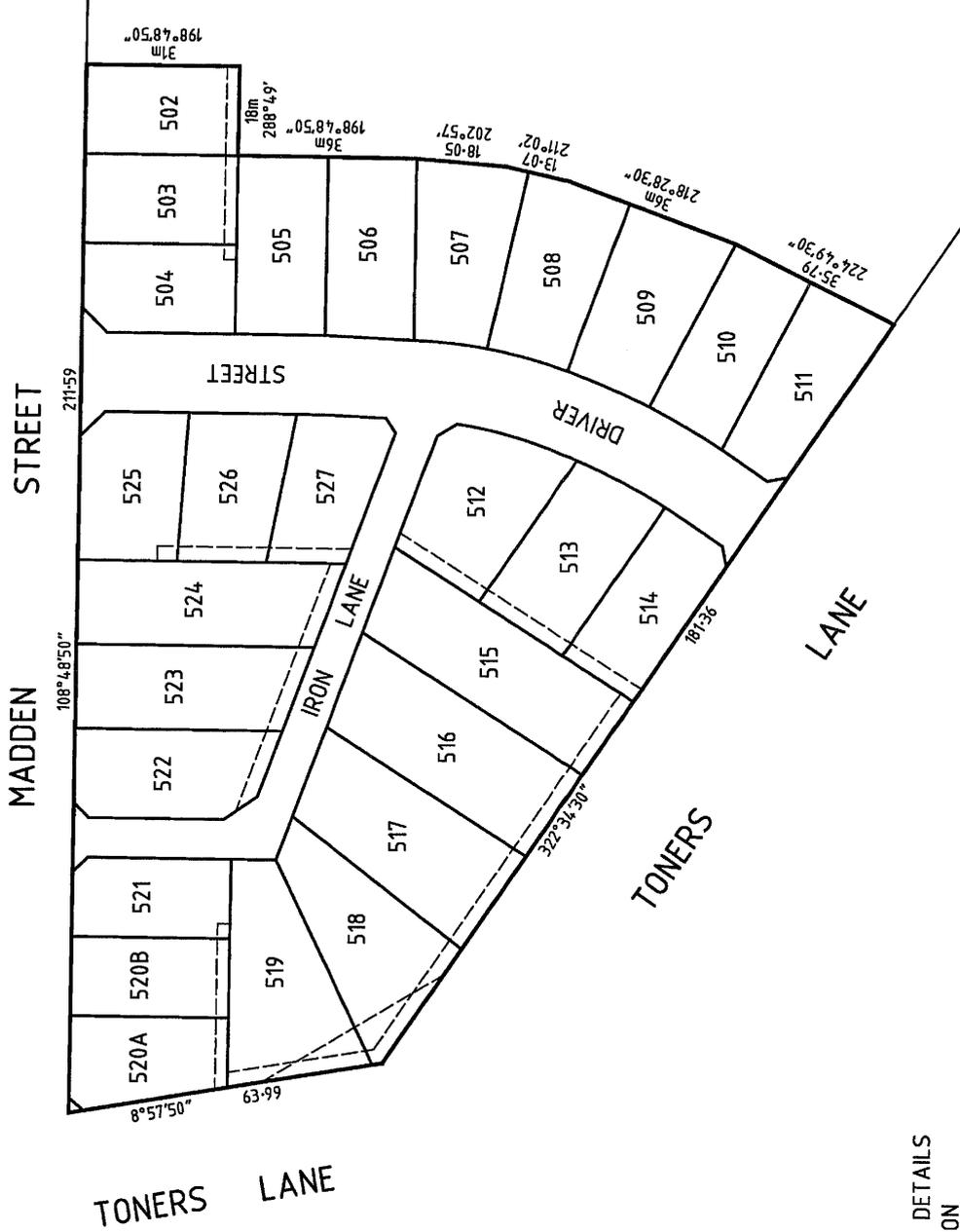
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PLAN OF SUBDIVISION		EDITION 1	PS907125Y	
<b>LOCATION OF LAND</b>  PARISH: <span style="font-size: 1.1em;">MARYVALE</span>  CROWN ALLOTMENTS: <span style="font-size: 1.1em;">46 (PT)</span>  TITLE REFERENCE: <span style="font-size: 1.1em;">VOL.12446 FOL.005</span>  LAST PLAN REFERENCE: <span style="font-size: 1.1em;">PS902050G LOT E</span>  POSTAL ADDRESS: <span style="font-size: 1.1em;">63 TONERS LANE, (at time of subdivision) MORWELL, 3840.</span>  MGA CO-ORDINATES E: <span style="font-size: 1.1em;">445 870</span> ZONE: <span style="font-size: 1.1em;">55</span> (at approx centre of land in plan) N: <span style="font-size: 1.1em;">5768 550</span> GDA2020		Council Name: Latrobe City Council  Council Reference Number: 2022/2/CRT3 Planning Permit Reference: 2015/230 SPEAR Reference Number: S187356E  <b>Certification</b>  This plan is certified under section 6 of the Subdivision Act 1988  Public Open Space  A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has been satisfied  Digitally signed by: Stewart Saunders for Latrobe City Council on 14/02/2023  <b>Statement of Compliance</b> issued: 02/04/2024		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON	LOTS 1 TO 501 HAVE BEEN OMITTED FROM THIS PLAN.  <b>OTHER PURPOSES OF THIS PLAN</b> TO VARY BY AGREEMENT OF AUSNET ELECTRICITY SERVICES PTY LTD POWERLINE EASEMENT E-1 & E-2 ON PS815623T TO EASEMENT E-1 & E-5 ON THIS PLAN  <b>GROUND FOR VARIATION OF EASEMENT</b> BY CONSENT OF THE INTERESTED PARTIES VIDE SECTION 6(1)(k)(iv) OF THE SUBDIVISION ACT 1988  TO REMOVE BY AGREEMENT OF LATROBE CITY COUNCIL DRAINAGE EASEMENT E-2 & E-5 ON PS815623T  <b>GROUND FOR REMOVAL OF EASEMENTS</b> BY CONSENT OF THE INTERESTED PARTIES VIDE SECTION 6(1)(k)(iv) OF THE SUBDIVISION ACT 1988  AREA OF LAND IN THE PLAN: 2.207ha No. OF LOTS & AREA: 27 LOTS - 1.868ha ROADS - 3390m <sup>2</sup>		
ROAD R1 & R2	LATROBE CITY COUNCIL			
NOTATIONS		TO REMOVE BY AGREEMENT OF LATROBE CITY COUNCIL DRAINAGE EASEMENT E-2 & E-5 ON PS815623T  <b>GROUND FOR REMOVAL OF EASEMENTS</b> BY CONSENT OF THE INTERESTED PARTIES VIDE SECTION 6(1)(k)(iv) OF THE SUBDIVISION ACT 1988		
DEPTH LIMITATION	DOES NOT APPLY			
SURVEY: This plan is based on survey in PS845024X  STAGING This is not a staged subdivision.  Planning Permit No. 2015/230  This survey has been connected to permanent marks No(s). 277, 302, 368  In Proclaimed Survey Area No. 10				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	POWERLINE	SEE DIAGRAM	PS815623T - SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000	AUSNET ELECTRICITY SERVICES PTY LTD
E-2	DRAINAGE PIPELINE OR ANCILLARY PURPOSES		THIS PLAN	LATROBE CITY COUNCIL
E-3	PIPELINE OR ANCILLARY PURPOSES		THIS PLAN - SECTION 136 OF THE WATER ACT 1989	CENTRAL GIPPSLAND REGION WATER CORPORATION
E-4	PIPELINE OR ANCILLARY PURPOSES		THIS PLAN - SECTION 136 OF THE WATER ACT 1989	CENTRAL GIPPSLAND REGION WATER CORPORATION
E-5	DRAINAGE PIPELINE OR ANCILLARY PURPOSES  POWERLINE		THIS PLAN THIS PLAN - SECTION 136 OF THE WATER ACT 1989  PS815623T - SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000	LATROBE CITY COUNCIL CENTRAL GIPPSLAND REGION WATER CORPORATION  AUSNET ELECTRICITY SERVICES PTY LTD
Millar   Merrigan		SURVEYOR'S REF: 15610S5		21/10/2022
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 3136		Digitally signed by: Christopher Morelli, Licensed Surveyor, Surveyor's Plan Version (3), 28/10/2022, SPEAR Ref: S187356E		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 4  PLAN REGISTERED TIME: 2:32 PM DATE: 16/04/2024 D.LE Assistant Registrar of Titles

PS907125Y



SEE SHEETS 3 & 4 FOR DETAILS  
NOT SHOWN HEREON

SCALE 1:1000	10 0 10 20 30 40 LENGTHS ARE IN METRES
ORIGINAL SHEET SIZE: A3	SHEET 2

SURVEYOR'S REF: 15610S5 21/10/2022

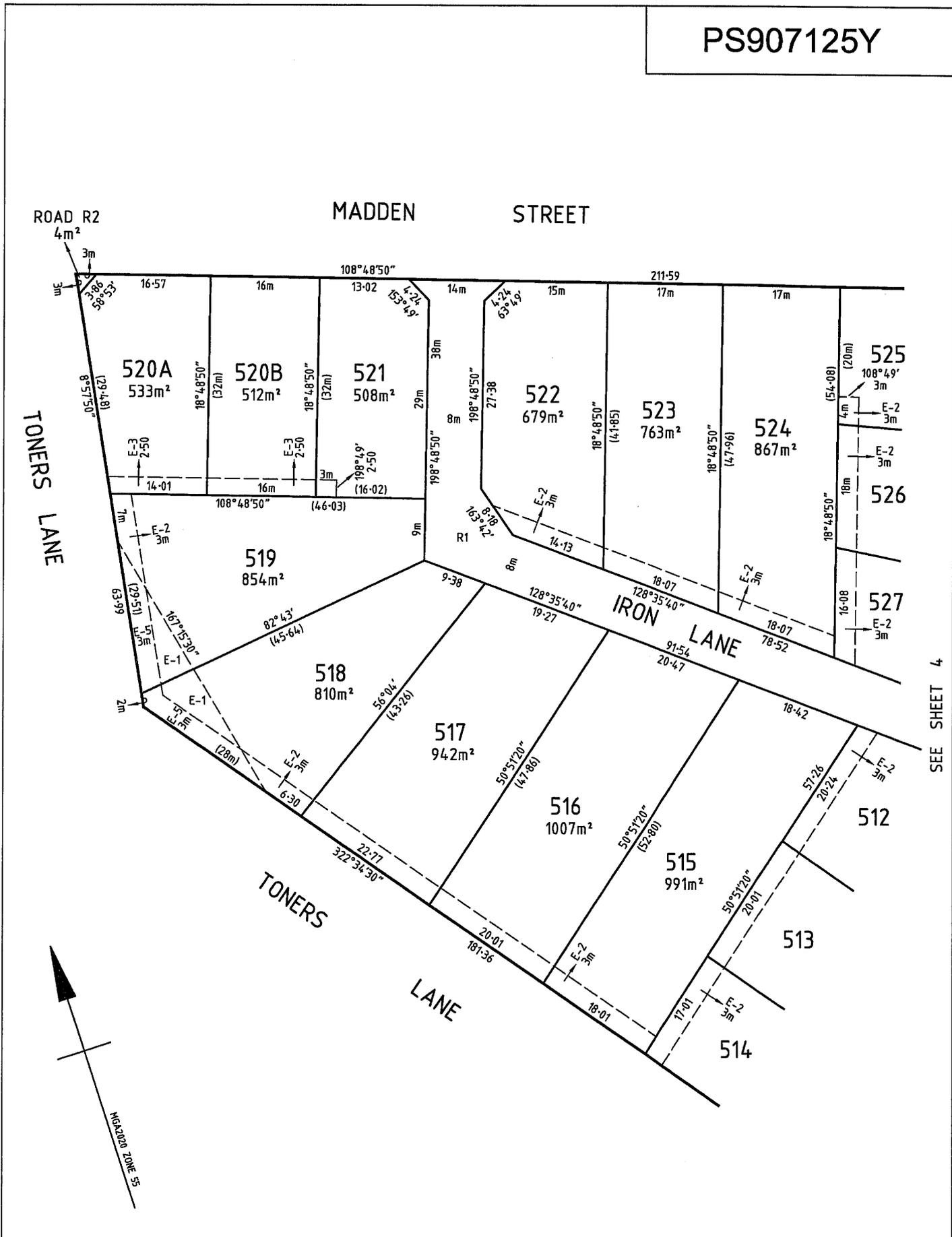
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Surveyor's Plan Version (3),  
28/10/2022, SPEAR Ref: S187356E

**Millar | Merrigan**

Land Development Consultants  
Millar & Merrigan Pty Ltd ACN 005 541 688  
www.millarmerrigan.com.au  
Metro 2/126 Merrimack Drive, Croydon 3136  
survey@millarmerrigan.com.au  
Regional 156 Commercial Road, Morwell 3840  
SA G.C.044. Quality ISO 9001  
Mall PO Box 247 Croydon, Victoria 3136

Amended by: Christopher Morelli, Licensed Surveyor 16/04/2024.

PS907125Y



SEE SHEET 4

SCALE 1:500	5 0 5 10 15 20 LENGTHS ARE IN METRES
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**Millar | Merrigan**  
 Land Development Consultants  
 M(03) 8720 9500 R (03) 5134 8611  
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 Regional 156 Commercial Road, Morwell 3840  
 Mail PO Box 247 Croydon, Victoria 3136

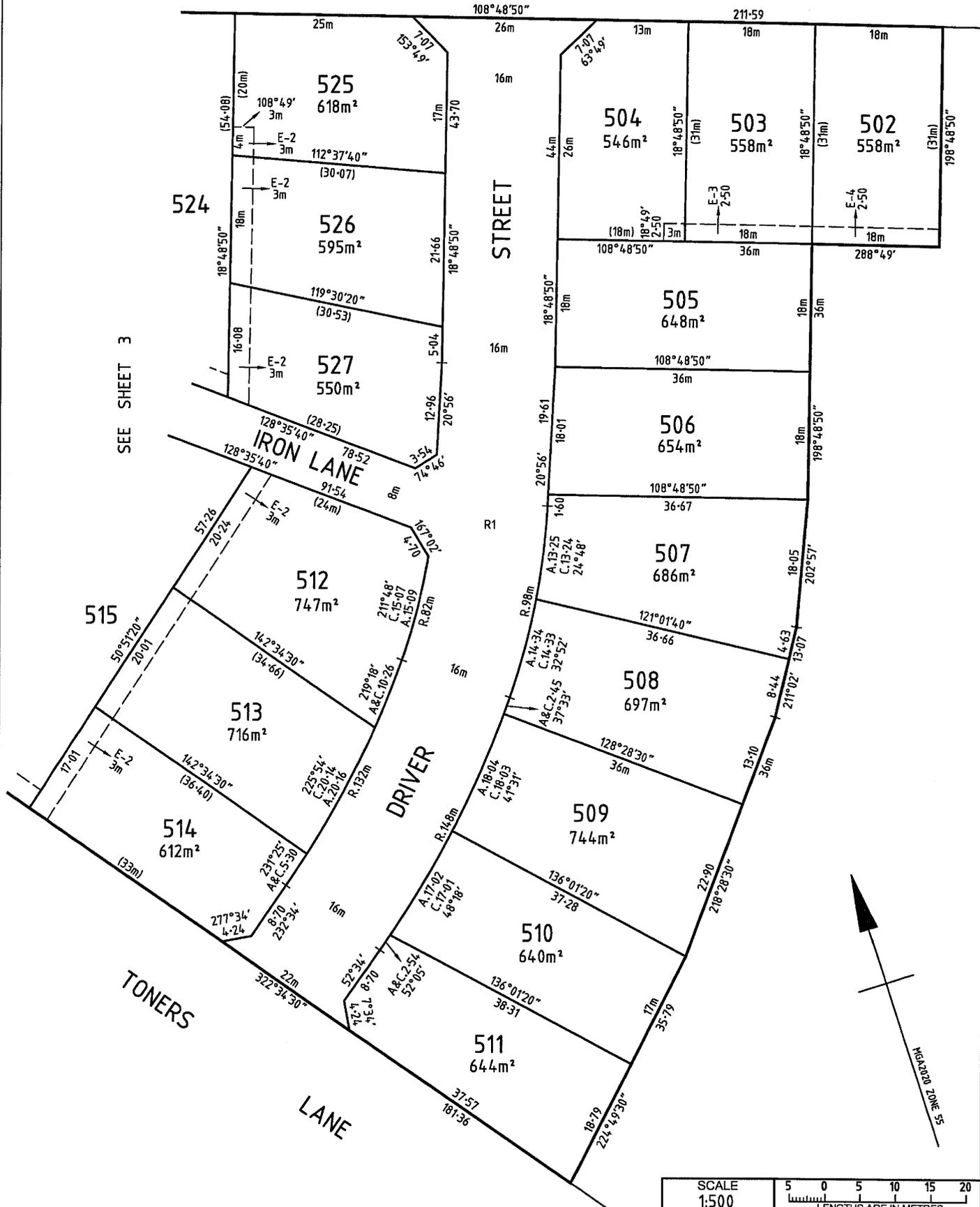
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 Digitally signed by: Christopher Morelli, Licensed Surveyor,  
 Surveyor's Plan Version (3),  
 28/10/2022, SPEAR Ref: S187356E

ORIGINAL SHEET SIZE: A3  
 SHEET 3  
 Digitally signed by:  
 Latrobe City Council,  
 14/02/2023,  
 SPEAR Ref: S187356E

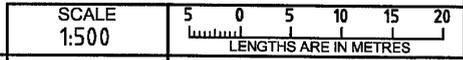
PS907125Y

MADDEN STREET

STREET



SEE SHEET 3



**Millar | Merrigan**

Land Development Consultants  
 Millar & Merrigan Pty Ltd ACN 005 541 688  
 Metro 2/126 Merrindale Drive, Croydon 3136  
 Regional 156 Commercial Road, Morwell 3840  
 Mail PO Box 247 Croydon, Victoria 3136

SURVEYOR'S REF: 15610S5 21/10/2022

Digitally signed by: Christopher Morelli, Licensed Surveyor,  
 Surveyor's Plan Version (3),  
 28/10/2022, SPEAR Ref: S187356E

ORIGINAL SHEET  
 SIZE: A3

Digitally signed by:  
 Latrobe City Council,  
 14/02/2023,  
 SPEAR Ref: S187356E

SHEET 4



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# Application by a responsible authority for the recording of an agreement

Section 181 Planning and Environment Act 1987

## Form 21

Lodged by:

Name: Russell Kennedy Lawyers  
 Phone: 03 9609 1555  
 Address: Level 12 469 La Trobe Street  
 Melbourne Vic 3000  
 Ref: 119881-00338  
 Customer code: 1513M



The responsible 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: *(insert Volume and Folio reference) (if part only, define the part)*

Volume 9937 Folios 484 and 485

Responsible authority: *(name and address)*

Latrobe City Council of Corporate Headquarters, 141 Commercial Road, Morwell, Victoria 3840

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:

Signature for the responsible authority: .....

Name of officer: ..... **G.J. VANDRIEL, CEO**

Date: **6/4/2016**



**LATROBE CITY COUNCIL**

and

**LATROBE VALLEY GOLF DRIVING RANGE  
PTY LTD**

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

Property: Lots 1 and 2 on LP218156T,  
Toners Lane, Morwell, Victoria 3840

---

Russell Kennedy Pty Ltd ACN 126 792 470 ABN 14 940 129 185  
Level 12, 469 La Trobe Street, Melbourne VIC 3000 PO BOX 5146AA, Melbourne VIC 3001 DX 494 Melbourne  
T +61 3 9609 1555 F +61 3 9609 1600 info@rk.com.au

Liability limited by a scheme approved under Professional Standards Legislation

**rk.com.au**

Ref WYB 119881-00338



© Russell Kennedy

THIS AGREEMENT is made on

6<sup>th</sup> April 2016.

~~2015~~

**PARTIES**

- 1 **LATROBE CITY COUNCIL**  
of 141 Commercial Road, Morwell, Victoria 3840  
("Council")
- 2 **LATROBE VALLEY GOLF DRIVING RANGE PTY LTD**  
ACN 007 074 179  
of Toners Lane, Morwell, Victoria 3840  
("Owner")



**RECITALS**

- A The Council is the responsible authority under the Act for the Scheme.
- B The Owner is registered or is entitled to be registered as proprietor of the Land.
- C The Motion of the Council, dated 17 August 2015, provides as follows:

*"That Council:*

1. *Endorse the Morwell West Development Plan (July 2015) subject to:*
  - a. *Approval of the Traffic Engineering Report by Latrobe City Council and VicRoads.*
  - b. *Update the Development Plan to the satisfaction of the Responsible Authority to require the landowners of 'Phase A (Toners Lane)' and 'Phase B' to each provide a contribution equal to 50% of the cost of the construction of a 2.5 metre safety fence along the southern and eastern boundaries of the Archery Club. The contribution from Phase A is to be a cash contribution at the time of the first stage of subdivision and required through a Section 173 Agreement. Given the landowner of Phase B is Latrobe City Council and therefore cannot enter into a Section 173 Agreement with itself, its 50% contribution is to be provided through the construction of the fence by Council, to be completed by the completion of the development of Phase A.*
  - c. *The landowner of Phase A (Toners Lane) entering into a Section 173 Agreement with Council to require the cash contribution as outlined in (b). The Section 173 Agreement must (inter alia):*
    - i. *State the amount of the contribution, to be determined in agreement with Council and subject to indexation*
    - ii. *Require the contribution to be paid before statement of compliance is issued for the first stage of development of the land.*
    - iii. *Be registered on the Certificate of Title for the land before the Development Plan is endorsed.*
    - iv. *Be prepared and registered at the landowner's cost.*

2. *Allocate sufficient budget to construct the fence along the southern and eastern boundaries of the Archery Club, in line with appropriate development timeframes; 50% of the costs to be recovered through 173 Agreement in (c).*
3. *Notify submitters, in writing, of Council's decision."*

D The Land is encumbered by mortgage number AJ957527U in which Secure Funding Pty Ltd is named as mortgagee. The Mortgagee has consented to the Owner entering into this Agreement.

E This Agreement has been entered into in order to:

- comply with the Motion;
- regulate the use or development of the Land; and
- achieve and advance the objectives of planning in Victoria or the objectives of the Scheme in relation to the Land.

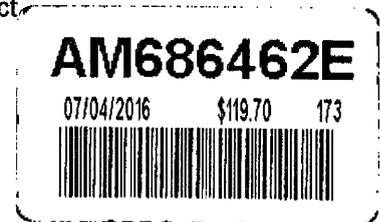
F This Agreement is made under Division 2 of Part 9 of the Act.

**THE PARTIES AGREE THAT:**

**1 DEFINITIONS**

In this Agreement:

- 1.1 "Act" means the *Planning and Environment Act 1987*.
- 1.2 "Actual Costs" means the actual costs, including GST, incurred by the Council in connection with the construction of the Safety Fence, including but not limited to the cost of all materials, construction, labour, removal and disposal of existing fencing, and any other associated works reasonably required to facilitate the construction of the Safety Fence.
- 1.3 "Agreement" means this Agreement, including the recitals and any annexures to this Agreement.
- 1.4 "Archery Club" means the archery club situated on Lot 10..
- 1.5 "Business Day" means Monday to Friday excluding public holidays in Victoria.
- 1.6 "Development Plan" means the plan prepared by Millar & Merrigan Pty Ltd and NBA Group Pty Ltd entitled "*Development Plan Morwell West Development Plan Area Toners Lane & Latrobe Road, Morwell West Latrobe City Council*" (15610 DP2\_Version 9), dated October 2015.
- 1.7 "Equalisation Payment" means a monetary amount or bank cheque in the amount of the difference between the amount of 50 per cent of the Actual Costs and the amount of the Initial Monetary Contribution.
- 1.8 "GST" means the goods and services tax as defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended).
- 1.9 "Initial Monetary Contribution" means a monetary amount or bank cheque estimated to be equivalent to 50 per cent of the Actual Costs.



- 1.10 **"Land"** means the land within the Scheme described as:
- 1.10.1 lot 1 on LP218156T, being the whole of the land contained in certificate of title volume 9937 folio 484; and
  - 1.10.2 lot 2 on LP218156T, being the whole of the land contained in certificate of title volume 9937 folio 485.
- 1.11 **"Lot 10"** means the land within the Scheme described as lot 10 on LP140015 being the whole of the land contained in certificate of title volume 9483 folio 037.
- 1.12 **"Mortgagee"** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as mortgagee of the Land or any part of it.
- 1.13 **"Motion"** means the motion in respect of the Morwell West Development Plan carried by the Council on 17 August 2015 and set out in Recital C of this Agreement.
- 1.14 **"Safety Fence"** means a safety fence, to reasonable specifications determined by Council which must not be higher than 2.5 metres above natural ground level at any location, constructed on Lot 10 along the eastern boundary of the Archery Club and along the southern boundary of the Archery Club, as shown on the Development Plan, to the satisfaction of the Council.
- 1.15 **"Scheme"** means the *Latrobe Planning Scheme* or any other planning scheme which applies to the Land from time to time.
- 1.16 **"Statement of Compliance"** has the same meaning as in the *Subdivision Act 1988*.
- 1.17 **"Tribunal"** means the Victorian Civil and Administrative Tribunal or its successor.

## 2 COMMENCEMENT

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

## 3 TERMINATION OF AGREEMENT

### 3.1 Termination

This Agreement ends in accordance with the Act.

### 3.2 Cancellation of Agreement

As soon as reasonably practicable after this Agreement has ended, the Council must, at the request and at the cost of the Owner, apply to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the Register.

## 4 OWNER'S COVENANTS

### 4.1 Initial Monetary Contribution

The Owner covenants and agrees that:



- 4.1.1 it must pay the Initial Monetary Contribution to the Council not more than 21 days before the issue of any Statement of Compliance in respect of the subdivision of the Land (or of any part of the Land); and
- 4.1.2 as at the date of this Agreement, the amount of the Initial Monetary Contribution is estimated to be \$25,000; and
- 4.1.3 subject to clause 4.1.4, the amount of the Initial Monetary Contribution at the relevant time must be agreed between the parties:
  - (a) having regard to at least three quotes provided by suitably qualified and experienced fencing contractors; and
  - (b) within 14 days of the parties being in possession of at least three quotes; and
- 4.1.4 if the parties cannot agree on the amount of the Initial Monetary Contribution, the amount of the Initial Monetary Contribution must be determined by an independent quantity surveyor jointly appointed by the parties and the costs in connection with the independent quantity surveyor must be borne by the parties equally.

**4.2 Equalisation Payment by Owner**

The Owner covenants and agrees that, subject to the amount of 50 per cent of the Actual Costs exceeding the amount of the Initial Monetary Contribution paid by the Owner to the Council in accordance with clause 4.1 of this Agreement, the Owner must pay the Equalisation Payment to the Council not more than 30 days after being in receipt of a notice from the Council to pay the Equalisation Payment.

**4.3 Successors in title**

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

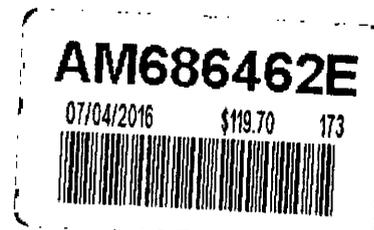
**4.4 Further assurance**

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

**4.5 Payment of Council's costs**

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





**4.6 Mortgagee to be bound**

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

**4.7 Indemnity**

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

**4.8 Non-compliance**

If the Owner has not complied with this Agreement within 14 days after the date of service on the Owner by the Council of a notice which specifies the Owner's failure to comply with any provision of this Agreement, the Owner covenants:

- 4.8.1 to pay to the Council on demand, the Council's reasonable costs and expenses ("Costs") incurred as a result of the Owner's non-compliance;
- 4.8.2 to pay interest at the rate of 2% above the rate prescribed under section 2 of the *Penalty Interest Rates Act 1983* on all moneys which are due and payable but remain owing under this Agreement until they are paid in full;
- 4.8.3 if requested to do so by the Council, to promptly execute in favour of the Council a mortgage to secure the Owner's obligations under this Agreement,

and the Owner agrees:

- 4.8.4 to accept a certificate signed by the Chief Executive Officer of the Council (or any nominee of the Chief Executive Officer) as prima facie proof of the Costs incurred by the Council in rectifying the Owner's non-compliance with this Agreement;
- 4.8.5 that any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid Costs of the Council and then applied in repayment of the principal sum;
- 4.8.6 that all Costs or other monies which are due and payable under this Agreement but which remain owing shall be a charge on the Land until they are paid in full; and
- 4.8.7 if the Owner executes a mortgage as required by clause 4.8.3, any breach of this Agreement is deemed to be a default under that mortgage.

**4.9 Covenants run with the Land**

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

transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land.

**4.10 Owner's warranty**

The Owner warrants and covenants that:

- 4.10.1 the Owner is the registered proprietor (or is entitled to become the registered proprietor) of the Land and is also the beneficial owner of the Land;
- 4.10.2 there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land which have not been disclosed by the usual searches of the folio of the Register for the Land or notified to the Council;
- 4.10.3 no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in section 42 of the *Transfer of Land Act 1958*; and
- 4.10.4 until this Agreement is recorded on the folio of the Register which relates to the Land, the Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of the Land without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

**5 COUNCIL'S COVENANTS**

**5.1 Actual Costs**

The Council covenants and agrees that it must:

- 5.1.1 arrange for the construction of the Safety Fence;
- 5.1.2 notify the Owner after the construction of the Safety Fence has been completed to the satisfaction of the Council;
- 5.1.3 retain, until such time as the Equalisation Payment has been paid in accordance with clause 4.2 or clause 5.2 of this Agreement, documentary evidence of the Actual Costs which may include but not be limited to:
  - (a) any relevant tax invoice; or
  - (b) a schedule of relevant costs and expenses with supporting documentary evidence; and
- 5.1.4 provide the Owner with a copy of the documentary evidence retained by the Council in accordance with clause 5.1.3 of this Agreement not more than 14 days after being in receipt of a notice to produce the documentary evidence.

**5.2 Equalisation Payment by Council**

The Council covenants and agrees that, subject to the amount of 50 per cent of the Actual Costs being less than the amount of the Initial Monetary Contribution



paid by the Owner to the Council in accordance with clause 4.1 of this Agreement, the Council must pay the Equalisation Payment to the Owner not more than 30 days after being in receipt of a notice from the Owner to pay the Equalisation Payment.

## 6 GENERAL

### 6.1 No fettering of Council's powers

This Agreement does not fetter or restrict the Council's power or discretion in respect of any of the Council's decision making powers including but not limited to an ability to make decisions under the *Local Government Act 1989*, and the Act or to make or impose requirements or conditions in connection with any use or development of the Land or the granting of any planning permit, the approval or certification of any plans of subdivision or consolidation relating to the Land or the issue of a Statement of Compliance in connection with any such plans.

### 6.2 Time of the essence

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

### 6.3 Governing law and jurisdiction

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

### 6.4 Enforcement and severability

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

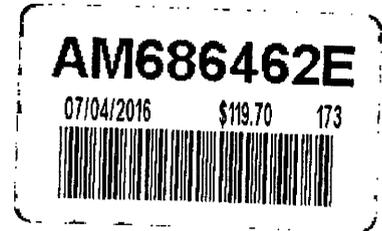
6.4.2 If a Court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void, then it shall be severed and the other provisions of this Agreement shall remain operative.

## 7 DISPUTE RESOLUTION

7.1 If there is a dispute in respect of any matter under this Agreement which is not referable to the Tribunal under the Act, the dispute may be referred for arbitration by an Arbitrator agreed upon in writing by the parties or, in the absence of such agreement the Chairman of the Victorian Chapter of the Institute of Arbitrators, Australia or his nominee, for arbitration.

7.2 The parties are entitled to legal representation for the purposes of any arbitration or referral referred to in clause 7.1 and, unless the Arbitrator, Chairman or nominee otherwise directs, each party must bear its own costs.





**8 NOTICES**

**8.1 Service of notice**

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

- 8.1.1 personally on the person;
- 8.1.2 by leaving it at the person's address set out in this Agreement;
- 8.1.3 by posting it by prepaid post addressed to that person at the person's current address for service;
- 8.1.4 by facsimile to the person's current number notified to the other party; or
- 8.1.5 by email to the person's current email address notified to the other party.

**8.2 Time of service**

A notice or other communication is deemed served:

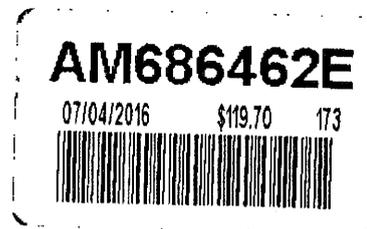
- 8.2.1 if served personally or left at the person's address, upon service;
- 8.2.2 if posted within Australia to an Australian address, two Business Days after posting;
- 8.2.3 if served by facsimile, subject to clause 8.2.5, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile;
- 8.2.4 if served by email, subject to clause 8.2.5, at the time indicated on the recipient's email as the time at which the email was received; and
- 8.2.5 if received after 5.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

**9 INTERPRETATION**

In this Agreement, unless the contrary intention appears:

- 9.1 the singular includes the plural and vice versa;
- 9.2 a reference to a document or instrument, including this Agreement, includes a reference to that document or instrument as novated, altered or replaced from time to time;
- 9.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;
- 9.4 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;
- 9.5 words importing one gender include other genders;

- 9.6 other grammatical forms of defined words or expressions have corresponding meanings;
- 9.7 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:
  - 9.7.1 two or more parties; or
  - 9.7.2 a party comprised of two or more persons,is made or given and binds those parties or persons jointly and severally;
- 9.8 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;
- 9.9 a recital, schedule, annexure or description of the parties forms part of this Agreement;
- 9.10 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;
- 9.11 if an act required to be done under this Agreement on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;
- 9.12 a party that is a trustee is bound both personally and in its capacity as trustee;
- 9.13 a reference to an authority, institution, association or body ("**original entity**") that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity;
- 9.14 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Agreement.



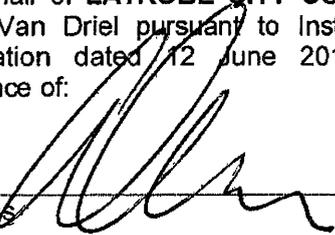


EXECUTED as an agreement under Division 2 of Part 9 of the Act.

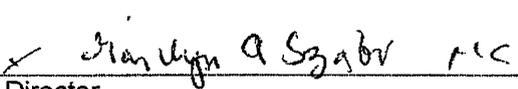
SIGNED SEALED AND DELIVERED for and )  
on behalf of LATROBE CITY COUNCIL by )  
Gary Van Driel pursuant to Instrument of )  
Delegation dated 12 June 2015 in the )  
presence of: )

  
\_\_\_\_\_  
Gary Van Driel  
Chief Executive Officer

Witness

  
\_\_\_\_\_  
**WILLIAM GEORGE BARTLEY**  
Level 12, 469 La Trobe Street  
Melbourne, Victoria 3000  
An Australian Legal Practitioner  
within the meaning of The Legal  
Profession Uniform Law (Victoria)

EXECUTED by LATROBE VALLEY GOLF )  
DRIVING RANGE PTY LTD in accordance )  
with section 127(1) of the Corporations Act )  
2001 (Cth) by being signed by authorised )  
persons:

  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
\*Director/company secretary  
\*Delete whichever is inapplicable

MARILYN ANN SZABO  
\_\_\_\_\_  
Full Name

STEVEN SZABO  
\_\_\_\_\_  
Full Name

42 KURT ST, MORWELL 3840  
\_\_\_\_\_  
Usual Address

42 KURT ST, MORWELL 3840  
\_\_\_\_\_  
Usual Address



# Department of Environment, Land, Water & Planning

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## Electronic Instrument Statement

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

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Produced 26/11/2025 02:45:09 PM

Status	Registered	Dealing Number	AS681066N
Date and Time Lodged	06/11/2019 09:41:42 AM		

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### Lodger Details

Lodger Code	16715Q
Name	HORSEMAN SIM PTY LTD
Address	
Lodger Box	
Phone	
Email	
Reference	190445 V3

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## APPLICATION TO RECORD AN INSTRUMENT

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Jurisdiction	VICTORIA
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### Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

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### Estate and/or Interest

FEE SIMPLE

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### Land Title Reference

9937/484

9937/485

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### Instrument and/or legislation

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

---

### Applicant(s)

Name	LATROBE CITY COUNCIL
Address	
Street Number	141
Street Name	COMMERCIAL
Street Type	ROAD
Locality	MORWELL
State	VIC
Postcode	3840



# Department of Environment, Land, Water & Planning

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## Electronic Instrument Statement

### Additional Details

Refer Image Instrument

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

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### Execution

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

Executed on behalf of	LATROBE CITY COUNCIL
Signer Name	LANA MAREE BONGIOLETTI
Signer Organisation	HORSEMAN SIM PTY LTD
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	06 NOVEMBER 2019

---

### File Notes:

NIL

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

Statement 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>Instrument</b>
Document Identification	<b>AS681066N</b>
Number of Pages (excluding this cover sheet)	<b>13</b>
Document Assembled	<b>26/11/2025 14:45</b>

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Section 181

**APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE  
MAKING OF A RECORDING OF AN AGREEMENT**

**Section 181(1) Planning and Environment Act 1987**

Lodged by:

Name:

Phone:

Address:

Reference:

Customer Code:

The Authority in 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 9937	Folio 484
------	-------------	-----------

*Volume 9937 Folio 485*

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Authority	Latrobe City Council 141 Commercial Road MORWELL VIC 3840
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Section and Act under which agreement made:

Section 173  
Planning and Environment Act 1987

---

**A copy of the Act Agreement is attached to this Application**

Signature of Authority:



Name of Officer: Yvonne Buntin

Designation of Officer: Planning Administration Officer

Date: 14 October 2019

I have had my identity verified by Australia Post on 12 June 2018

Unique Seq # 3392660327510

---

THIS AGREEMENT is made the 14<sup>th</sup> day of October 2019

## PARTIES

1. LATROBE CITY COUNCIL of 141 Commercial Road, Morwell, Victoria ("Council").
2. Latrobe Valley Golf Driving Range Pty. Ltd. ACN 007074179 as Trustee for the S Szabo Family Trust of 63 Toners Lane, Morwell VIC 3840 ("Owner")

## RECITALS

- A. The Owner is the registered proprietor of the Subject Land;
- B. Council is the Responsible Authority for the administration and enforcement of the Scheme pursuant to the Act;
- C. Section 173 of the Act permits a Responsible Authority in its own behalf or jointly with any other person or bodies to enter into an agreement under seal not inconsistent with the Act or the Planning Scheme and which regulates the use or the development of the land or the doing of acts on the land;
- D. The Council has granted the Owner the Planning Permit which Permit allowed certain development on or with the land, but the conditions of which Permit require the Owner to enter into this Agreement pursuant to Section 173 of the Act and that the agreement be registered against title to the owner's land pursuant to Section 181 of the Act; and
- E. The parties enter into this Agreement to facilitate the requirements referred to in Paragraph D above.

## THE PARTIES AGREE

### 1. DEFINITIONS AND INTERPRETATION

#### Definitions

In this Agreement unless expressed or implied to the contrary:

"Act" means the Planning and Environment Act 1987;

"Agreement" means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement;

"Approved" means approved by the Council;

"Council" means the council for the municipal district of the Latrobe City Council;

"Subject Land" means the land situated at "The Range", Toners Lane, Morwell VIC 3840 being the land referred to in Certificate of Title Volume Volume 9937 Folio 484 and Volume 9937 Folio 485 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

"Owner" means the person or persons from time to time registered or entitled to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple in the Land or any part of it and includes a Mortgagee in possession;

"Mortgagee" means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

"Permit" means Planning Permit Number 2015/230 issued to the Owner by the Council, as amended from time to time;

"Scheme" means the Latrobe Planning Scheme;

"Tribunal" means the Victorian Civil and Administrative Tribunal.

## **2. OWNER'S COVENANTS**

### **2.1 The Agreement**

The Owner, pursuant to the permit and all applicable laws covenants with the Council as follows:-

- a) Lots for residential purposes with an interface to industrial zoned land in Stage 2B and Stage 1 (Lot 210 only) of the subdivision must maintain the existing 8 metre wide vegetation as shown on the Landscape Plan required by condition 9 of this permit to the satisfaction of the Responsible Authority;
- b) Lots for residential purposes with an interface to industrial zoned land in Stage 3 (Lot 419 only) and Stage 1 (Lot 209 only) of the subdivision must maintain the 10 metre wide vegetation as shown on the Landscape Plan required by condition 9 of this permit to the satisfaction of the Responsible Authority; and
- c) The vegetation within the vegetation buffer shown on the Landscape Plan must be maintained to the satisfaction of the Responsible Authority, including that any dead, diseased or damaged plants are to be replaced as per the planting schedule endorsed under this permit.

### **2.2 Notice**

The Owner covenants to bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns of the Land.

### **2.3 Compliance**

The Owner covenants to:

- (a) comply with the requirements of all statutory authorities in relation to the development of the Land;
- (b) comply with all statutes, regulations, local laws and planning controls in relation to the Land; and
- (c) take all necessary steps to comply with the obligations of each clause in this Agreement;

### **2.4 Mortgagee to be Bound**

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

#### **2.5 Council's Costs to be Paid**

The Owner covenants to pay immediately on demand to the Council the Council's reasonable costs and expenses (including legal expenses) incidental to the drawing and engrossment, registration, enforcement and release, when applicable, of this Agreement which (until paid) are and remain a charge on the Land.

#### **2.6 Indemnity**

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

#### **2.7 Council Access**

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

#### **2.8 Registration of Agreement**

The Owner agrees to do all things necessary register this Agreement with the Registrar of Titles in accordance with Section 181 of the Act including the signing of any further agreement, acknowledgment or other document and to do so at the Owner's own expense and to provide all required proofs to the Council of the due registration thereof.

### **3. EFFECT OF AGREEMENT**

#### **3.1 Agreement under Section 173 of the Act**

The Council and the Owner agree that without limiting or restricting their respective powers to enter into this Agreement that this Agreement is made pursuant to Section 173 of the Act.

#### **3.2 Agreement runs with the Land**

This Agreement will come into force and effect as from the date of this Agreement and the benefit and burden of this Agreement will run with and be annexed to the Land and bind the Owner, its successors in title, assignees and transferees and the registered proprietor for the time being of the Land.

#### **3.3 Planning Objectives**

The parties acknowledge that the provisions of this Agreement are intended to achieve or advance the objectives of planning in Victoria and the objectives of the Scheme.

#### **4. OWNER'S WARRANTIES**

Without limiting the operation or effect which this Agreement has, 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 Land which may be affected by this Agreement.

#### **5. SUCCESSORS IN TITLE**

Without limiting the operation or effect which this Agreement has, the Owner must ensure that, until such time as this Agreement is registered on the title to the Land, successors in title shall be required to:

- (a) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- (b) execute a deed agreeing to be bound by the terms of this Agreement.

#### **6. NOTICES**

Any notice or other communication required or permitted to be served on any other party must be in writing and may be served or given by:

- (a) delivering it personally or sending it by pre-paid post to that party at its address as set out in this Agreement or to such other address as that party may nominate in writing from time to time; or
- (b) sending it by facsimile to that party provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post;

and the notice of communication will be deemed to have been served or given:

- (c) if delivered personally, on the date of delivery;
- (d) if sent by facsimile, on the date on which the sending party's facsimile machine records that the facsimile has been despatched; and
- (e) if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

#### **7. FURTHER ASSURANCE**

Each of the parties to this Agreement will sign and execute all further documents and deeds and do all acts and things as will reasonably be required to effect the terms and conditions contained in this Agreement.

#### **8. NO WAIVER**

Any time or other indulgence granted by either party to this Agreement to the other party or any variation of the terms and conditions of this Agreement or any judgment or order obtained by either party against the other party will not in any way amount to a waiver of any of the rights or remedies of that party in relation to the terms of this Agreement.

## **9. SEVERABILITY**

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

## **10. GOVERNING LAW**

This Agreement is governed by and will be construed in accordance with the laws from time to time in force in the State of Victoria.

## **11. DISPUTES**

11.1 In the event of any dispute between the parties concerning the interpretation or implementation of this Agreement, such dispute shall be referred to the Tribunal for resolution to the extent permitted by the Act. In the event of a dispute concerning any matter which is not referable to the Tribunal pursuant to the act, such disputes shall be and is hereby referred for arbitration by an Arbitrator agreed upon in writing by the parties or, in the absence of such agreement the Chairman of the Victorian Chapter of the Institute of Arbitrators, Australia or his nominee, for arbitration.

11.2 Where provision is made in this Agreement that any matter be done to the satisfaction of the Council or any of its officers and a dispute arises in relation to such provision, the dispute shall be referred to the Tribunal in accordance with the Act.

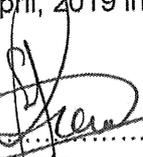
11.3 The parties shall be entitled to legal representation for the purposes of any arbitration or referred to in clauses 11.1 and 11.2 and, unless the Arbitrator, Chairman, nominee or the Tribunal shall otherwise direct, each party must bear its own costs.

## **12. NO FETTERING OF RESPONSIBLE AUTHORITY'S POWERS**

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of the Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification or any plans of subdivision applicable to the Land or relating to any use or development of the Land.

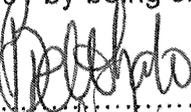
**EXECUTED AS A DEED PURSUANT TO SECTION 174(1) OF THE ACT**

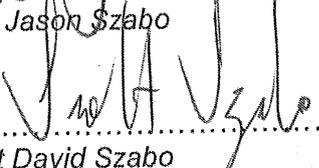
**SIGNED** for and on behalf of **LATROBE CITY COUNCIL** )  
By Steven Piasente pursuant to Instrument of Delegation )  
dated 10 April, 2019 in the presence of: )

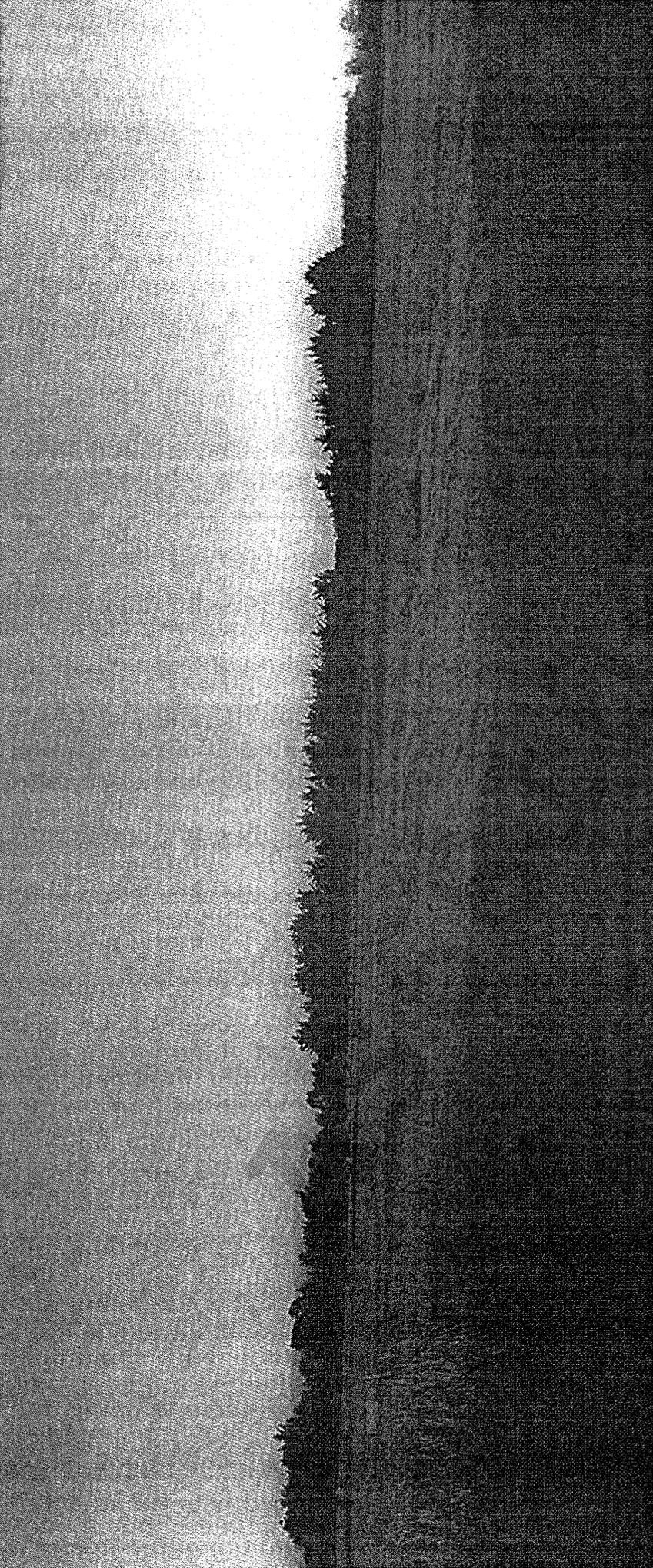
  
.....  
Steven Piasente  
Chief Executive Officer

  
.....  
Witness

Executed by Latrobe Valley Golf Driving Range Pty. Ltd. ACN 007074179 as Trustee for the S Szabo Family Trust in accordance with Section 127 of the Corporations Act 2001 by being signed by those persons who are authorised to sign for the company:

  
.....Director  
Brett Jason Szabo

  
.....Director  
Scott David Szabo



# THE RANGE

— MORWELL —

Design Guidelines

Prepared by Millar Merrigan

September 2019

This document was printed from SPEAR on: 10/10/2019

ABN 66 235 839 511  
156 Commercial Road, Morwell 3840  
Telephone: 03 51 348 611

Version	Date	Description	Author	Approved
1	July 2019	Issued to Council	Roxanne Rejmer	Christopher Constantine
2	September 2019	Issued to Council	Roxanne Rejmer	Christopher Constantine
3	October 2019	Issued to Council	Roxanne Rejmer	Jacklyn Stevens

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## 1 Introduction and Application

These design guidelines have been prepared in accordance with the requirements of Condition 4 of Planning Permit 2015/230.

They apply to lots with an interface with industrial land uses. See Figure 1.

The guidelines set landscaping requirements to ensure that development responds appropriately to the adjoining industrial uses and offers a high standard of amenity.

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

**THE RANGE**  
MORWELL

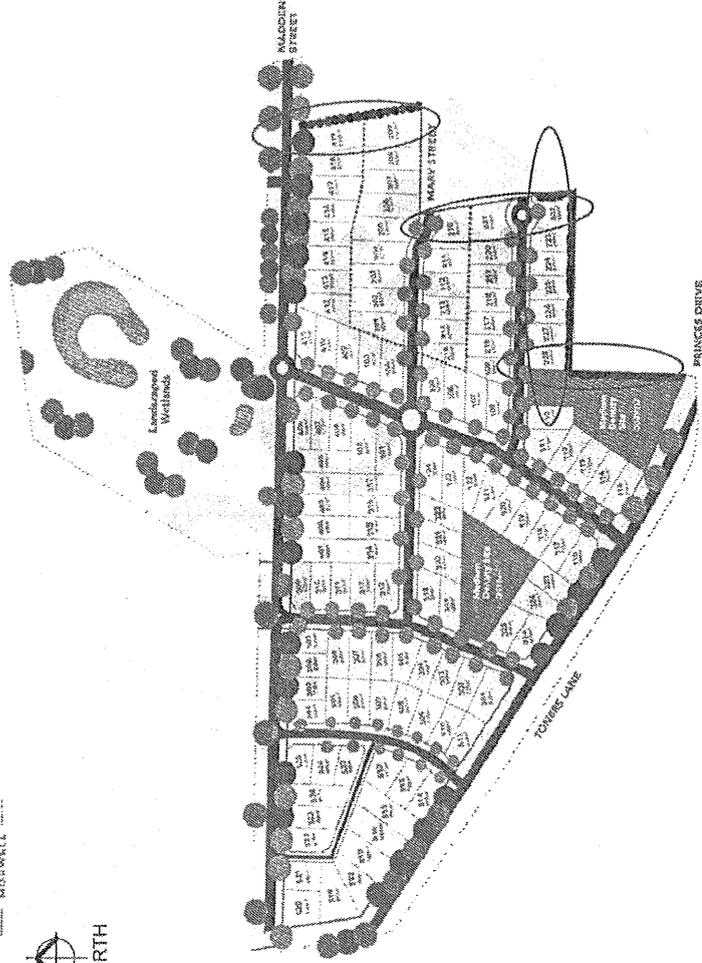


Figure 1: Interface subject to Design Guidelines

## 2 Objectives

The key intent of the Design Guidelines is to ensure that the interface between lots and public open space and existing industrial uses is managed appropriately.

The key objectives to be achieved relate to:

- Appropriate vegetation to provide a buffer between industrial and sensitive uses.

Implementation of the following guidelines will ensure that the highest quality design outcomes for The Range - Morwell are achieved.

## 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.

## Guideline 1 – Industrial Interface

Dwellings that share a boundary with industrial land are required to maintain a vegetated buffer.

Condition 4 or Permit 2015/230 specifically states:

- Lots for residential purposes with an interface to industrial zoned land in Stage 2B and Stage 1 (Lot 210) 1 of the subdivision must maintain the existing 8 metre wide vegetation as shown on the Landscape Plan required by condition 9 of this permit to the satisfaction of the Responsible Authority;
- Lots for residential purposes with an interface to industrial zoned land in Stage 3 (Lot 419 only) and Stage 1 (Lot 209 only) of the subdivision must maintain the 10 metre wide vegetation as shown on the Landscape Plan required by condition 9 of this permit to the satisfaction of the Responsible Authority;
- The vegetation within the buffer shown on the Landscape Plan must be maintained to the satisfaction of the Responsible Authority, including that any dead, diseased or damaged plants are to be replaced as per the planting schedule endorsed under Permit 2015/230 (the below guidelines).

Where practicable, the existing vegetation along these boundaries must be retained. Where it cannot be retained or new planting is required, planting must be undertaken as per the following landscape guidelines.

### Landscape Guidelines

Where planting within the vegetation buffer is required under condition 4 (b) of planning permit 2015/230, the following Planting Schedule should be used to the satisfaction of the Responsible Authority, or where any plants are required to be replaced including any dead, diseased or damaged plants under condition 4 (c). A setback of 2 metres from the road reserves and property boundary should be conserved to ensure roots either doesn't damage existing infrastructure or that any construction on surrounding lots do not impact on the roots system. A mixture of trees and shrubs should be planted to ensure an appropriate contiguous buffer of vegetation.

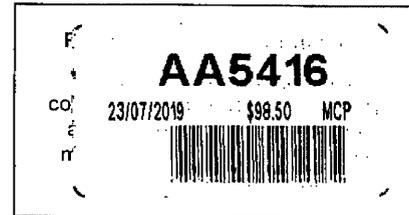
Planting Schedule

<u>BOTANICAL NAME</u>	<u>FORM</u>
<u>Eucalyptus cladocalyx</u>	<u>Tree</u>
<u>Eucalyptus varraensis</u>	<u>Tree</u>
<u>Eucalyptus tereticornis subsp. mediana</u>	<u>Tree</u>
<u>Tristaniopsis laurina 'Luscious'</u>	<u>Tree</u>
<u>Acmena smithii 'Sublime'</u>	<u>Tree</u>
<u>Waterhousea floribunda 'Sweeper'</u>	<u>Tree</u>
<u>Correa alba " Coastal Pink"</u>	<u>Shrub</u>
<u>Westringia hybrid 'Naringa'</u>	<u>Shrub</u>
<u>Callistemon viminalis 'Flora Burst'</u>	<u>Shrub</u>
<u>Callistemon viminalis 'Macathur'</u>	<u>Shrub</u>
<u>Westringia hybrid 'Aussie Box'</u>	<u>Low Shrub</u>
<u>Westringia 'Grey Box'</u>	<u>Low Shrub</u>
<u>Rhagodia spinescens 'Aussie Flat Bush'</u>	<u>Low Shrub</u>
<u>Grevillea rosemarinifolia 'Crimson Villea'</u>	<u>Low Shrub</u>
<u>Lomandra longifolia 'Great White'</u>	<u>Low Shrub</u>

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**Memorandum of common provisions**  
**Section 91A Transfer of Land Act 1958**



Lodged by	
Name:	HORSEMAN SIM PTY LTD
Phone:	(03) 5135 3300
Address:	154 COMMERCIAL ROAD, MORWELL VIC 3840
Reference:	FCP:190445
Customer code:	11052R

This memorandum contains provisions which are intended for inclusion in instruments and plans to be subsequently lodged for registration.

**Provisions:**

"The Transferees for themselves and their successors and transferees the registered proprietor or proprietors for the time being of the Land hereby transferred and or each part thereof **DO HEREBY COVENANT** with the transferors their successors and transferees the registered proprietor or proprietors for the time being of the land comprised in the Plan and each and every part thereof (other than the Land hereby transferred) that we shall not at any time:-

- (a) Erect, place, permit, licence or authorise on the Land hereby transferred any dwelling house other than a dwelling house of which not less than seventy five per centum (75%) of the external wall area is constructed of brick, brick veneer, stone, masonry or a foam rendered finish.
- (b) Erect, place, permit, licence or authorise on the Land hereby transferred more than one dwelling house together with the usual outbuildings unless the Transferees first obtains the written approval of Latrobe Valley Golf Driving Range Pty Ltd which approval may be withheld in its absolute discretion.
- (c) Permit or authorise the Land to be subdivided unless the Transferees first obtains the written approval of Latrobe Valley Golf Driving Range Pty Ltd ACN 007 074 179 which approval may be withheld in its absolute discretion.
- (d) Erect, place, permit, licence or authorise on the Land hereby transferred any dwelling house other than a dwelling house of which the external walls are constructed of a material other than any of materials referred to on Sub-Clause (a) hereof unless the Transferees first obtain the written approval of Latrobe Valley Golf Driving Range Pty Ltd ACN 007 074 179 which approval may be withheld in its absolute discretion.
- (e) Erect, place, permit, licence or authorise to be erected upon the said Land hereby transferred any building structure or fence constructed wholly or partly of second hand materials apart from secondhand bricks which if used must be covered with cement render;
- (f) Erect, place, permit, licence or authorise to be erected upon the said Land hereby transferred any building structure or fence constructed wholly or partly of materials that are of a reflective nature.
- (g) Erect, place, permit, licence or authorise on the Land hereby transferred any building, the external walls of which are constructed of hardiplank, cement sheet or like materials save for the use of such materials for eave lining, gable ends and in-fills).
- (h) Use or permit or allow the Land hereby transferred to become overgrown with grass or weeds or allow any rubbish, car parts, automotive wrecks to be dumped, stored or accumulated on the Land hereby transferred at any time;
- (i) Unless the area of the Land hereby transferred is in excess of 4,000m<sup>2</sup> use or permit or cause or allow the Land hereby transferred or any part thereof to be used for the purpose of parking, garaging or servicing of any motor vehicle in excess of 20 tonnes gross vehicle mass except of the purpose of loading and unloading goods;
- (j) Erect, place, permit, licence or authorise on the Land hereby transferred any relocated building.

**AND IT IS HEREBY AGREED** that the benefit of the foregoing covenants shall be attached to and run at law and in equity with the land comprised in the Plan so that the burden thereof shall be annexed to and run at law and in equity with the said Land hereby transferred and that the same shall be noted and appear on every future Certificate of Title for the said Land as an encumbrance affecting the same and every part thereof.

35271702A

V3

1. The provisions are to be numbered consecutively from number 1.
2. Further pages may be added but each page should be consecutively numbered.
3. To be used for the inclusion of provisions in instruments and plans.

91ATLA

Page 1 of 1

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

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

FORM 4

Section 63 & 86

**PLANNING PERMIT**

Permit No.: 2015/230  
Planning Scheme: Latrobe Planning Scheme  
Responsible Authority: Latrobe City Council

ADDRESS OF THE LAND: Toners Lane, MORWELL  
Description: L 1 LP 218156, L 2 LP 218156, L 10 LP 140015, Pt 46, Pt 47

THE PERMIT ALLOWS: Multi-lot staged subdivision in the General Residential Zone adjacent to a Road Zone Category 1, removal of native vegetation and associated works and construction of a road in the Public Park and Recreation Zone and Environmental Significance Overlay, in accordance with the endorsed plan(s)

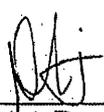
THIS PERMIT HAS BEEN AMENDED AS FOLLOWS:

DATE OF AMENDMENT	BRIEF DESCRIPTION OF AMENDMENT
18 October 2018	Pursuant to Clause 69(1) of the Planning and Environment Act 1987, the permit will now expire on 23 June 2020 if the Plan of Subdivision is not certified and the registration of the subdivision is not completed within five years of certification.
DATE OF AMENDMENT	BRIEF DESCRIPTION OF AMENDMENT
9 October 2019	Pursuant to Clause 71 of the Planning and Environment Act 1987, the permit has been corrected to remove the fencing requirements for the design guidelines and updated conditions 4, 5, and 9 to reflect the changes.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. The layout of the subdivision as shown on the endorsed plan must not be altered without the written consent of the Responsible Authority.
2. The subdivision may be completed in stages. Each stage must be to the satisfaction of the Responsible Authority. The stages may include or require drainage or other works outside the physical bounds of any lots in any stage.

Date Issued: 23 June 2016

  
Signature for the Responsible Authority

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3. The subdivision of the land must proceed in the order of stages shown on the endorsed plans except with the prior written consent of the Responsible Authority.

**Design Guidelines:**

4. Prior to Statement of Compliance being issued for stage 1 under the Subdivision Act 1988, the owner must prepare design guidelines to the satisfaction of the Responsible Authority for:
- (i) \*deleted\*
  - (ii) all residential lots which have an interface with industrial land uses.

The design guidelines must include that:

\*deleted\*

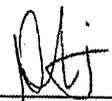
a) \*deleted\*

b) \*deleted\*

\*deleted\*

- a) Lots for residential purposes with an interface to industrial zoned land in Stage 2B and Stage 1 (Lot 210 only) 1 of the subdivision must maintain the existing 8 metre wide vegetation as shown on the Landscape Plan required by condition 9 of this permit to the satisfaction of the Responsible Authority;
- b) Lots for residential purposes with an interface to industrial zoned land in Stage 3 (Lot 419 only) and Stage 1 (Lot 209 only) of the subdivision must maintain the 10 metre wide vegetation as shown on the Landscape Plan required by condition 9 of this permit to the satisfaction of the Responsible Authority;

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\_\_\_\_\_  
Signature for the Responsible Authority

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- c) The vegetation within the buffer shown on the Landscape Plan must be maintained to the satisfaction of the Responsible Authority, including that any dead, diseased or damaged plants are to be replaced as per the planting schedule endorsed under this permit.

\*deleted\*

- a) \*deleted\*

**Section 173 Agreement:**

5. Prior to Statement of Compliance being issued for stage 1 under the Subdivision Act 1988, the owner must enter into an agreement with the Responsible Authority made pursuant to section 173 of the Planning and Environment Act 1987 and must make application to the Registrar of Titles to have the agreement registered on the title to the land under section 181 of the Act, which registers the design guidelines to all residential lots with \*deleted\* an industrial land use interface.

The owner must pay the reasonable costs of preparation, review, execution and registration of the agreement.

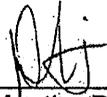
The Applicant/Owner must provide Council with a copy of the dealing number issued by the Titles Office. Once titles are issued Council requires the Applicant or its legal representative to provide either:

- a) A current title search; or  
b) A photocopy of the duplicate certificate of Title as evidence of registration of the Section 173 agreement on title.

**Public Open Space Contribution:**

6. Prior to the issue of Statement of Compliance under the *Subdivision Act* 1988, the applicant or owner must pay to the Responsible Authority:

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\_\_\_\_\_  
Signature for the Responsible Authority

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- a) a sum equivalent to 5 per cent of the site value of all the land in the subdivision; and
- b) any costs associated with valuation of the land including valuer's fees.

The permit holder must make a request to Council to commence the process involved with this condition.

**Construction of earthen mound:**

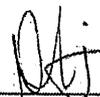
- 7. Earth excavated for the purpose of constructing Stage 1 of the central retarding basin is to be utilised to provide mounding along the southern boundary of the Archery Club interface. Construction of the earth mounding is to include associated landscaping and drainage works.

Prior to the commencement of any works associated with the construction of the central retarding basin, a detailed landscape plan for the earth mounding is to be developed as part of this permit, including construction, landscaping and drainage. When approved the plan will be endorsed and will then form part of the permit. The landscape plan must be drawn to scale with dimensions. The landscape plan must be consistent with any landscape master plan already endorsed in respect of the land.

**Detailed Landscape Plans:**

- 8. A detailed landscape plan for the wetland area must be provided prior to certification of stage 1. This plan must be in accordance with the Morwell West Development Plan. The plan must show:
  - a) New plantings including their layout to be provided in any road reserves and municipal reserves.

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Signature for the Responsible Authority

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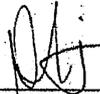
Permit No.: 2015/230  
Planning Scheme: Latrobe Planning Scheme  
Responsible Authority: Latrobe City Council

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- b) A detailed planting schedule of all proposed trees, shrubs and groundcovers, including botanical names, common names, pot sizes, sizes at maturity and quantities of each plant.
- c) The supply and spread of sufficient topsoil and subsoil if required on the proposed areas of open space to provide a stable, free draining surface free of compaction and hydro-seeding of proposed grass areas (including within drainage reserves).
- d) All proposed open space and streetscape embellishments (including materials and finishes) such as installation of pathways, garden beds, seating, shelters, picnic facilities, BBQ's, boardwalks, tree planting, signage, lighting, drinking fountains, irrigation systems, playgrounds, artwork, retaining walls, protective fencing (temporary and permanent), wetlands and ornamental water bodies.
- e) Detailed planting and construction drawings including site contours and any proposed changes to existing levels including any structural elements such as retaining walls, fencing or bollards, garden edging,
- f) Additional supporting information, such as certified structural designs or building forms.
- g) Vehicle access points for maintenance purposes.
- h) Mechanisms/structures for the exclusion of vehicles from landscaped areas.
- i) The removal of existing disused structures, foundations, pipelines or stockpiles and the eradication of weeds.
- j) Design and construction layouts for equipment in playground areas that comply with the following standards:

1) AS NZS 4422 (1996) Playground Surfacing

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Signature for the Responsible Authority

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Responsible Authority: Latrobe City Council

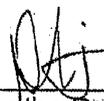
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- 2) AS NZS 4486 (1997) Playground Development and Installation
  - 3) AS 4685.1 (2004) General safety requirements & test methods
  - 4) AS 4685.2 (2004) Particular safety requirements & test methods for swings
  - 5) AS 4685.3 (2004) Particular safety requirements & test methods for slides
  - 6) AS 4685.4 (2004) Particular safety requirements & test methods for runways
  - 7) AS 4685.5 (2004) Particular safety requirements & test methods for carousels
  - 8) AS 4685.6 (2004) Particular safety requirements & test methods for rocking equip.
- k) All proposed street-tree planting using semi-advanced trees, with minimum container size of 45 litres.
- l) Location of public lighting.
- m) Details of all boundary fencing along Council reserve boundaries, which provide for timber paling fences no higher than 1.2 metres or approved 75% permeable fencing or other fencing approved in writing by the Responsible Authority.
- n) A detailed maintenance plan for all proposed landscape features outlined in the detailed landscape designs. The maintenance plan must include a schedule which details the following:
- Frequency of maintenance visits
  - Minimum maintenance standards for grass cutting, weed management, plant maintenance, tree watering and care, litter management, mulch coverage and playground/ street furniture maintenance and repairs.
  - Costs associated with the maintenance that will be carried out during the permit holders maintenance period.

Once approved, the maintenance plan will then form part of the permit.

9. Prior to the commencement of any works associated with each stage of the subdivision, a detailed landscape plan for all public open space

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Signature for the Responsible Authority

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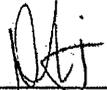
Permit No.: 2015/230  
Planning Scheme: Latrobe Planning Scheme  
Responsible Authority: Latrobe City Council

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areas and vegetation buffers to be developed as part of this permit, including streets, parklands, entry features, drainage reserves, wetlands and community use areas must be prepared by a person suitably qualified or experienced in landscape design and submitted to the Responsible Authority for its approval. When approved the plan will be endorsed and will then form part of the permit. The landscape plan must be drawn to scale with dimensions and three copies and an electronic copy (PDF) must be provided. The landscape plan must be consistent with any development plan/landscape master plan already endorsed in respect of the land and must show:

- a) New plantings including their layout to be provided in any road reserves and municipal reserves.
- b) A detailed planting schedule of all proposed trees, shrubs and groundcovers, including botanical names, common names, pot sizes, sizes at maturity and quantities of each plant.
- c) The supply and spread of sufficient topsoil and subsoil if required on the proposed areas of open space to provide a stable, free draining surface free of compaction and hydro-seeding of proposed grass areas (including within drainage reserves).
- d) All proposed open space and streetscape embellishments (including materials and finishes) such as installation of pathways, garden beds, seating, shelters, picnic facilities, BBQ's, boardwalks, tree planting, signage, lighting, drinking fountains, irrigation systems, playgrounds, artwork, retaining walls, protective fencing (temporary and permanent), wetlands and ornamental water bodies.
- e) Detailed planting and construction drawings including site contours and any proposed changes to existing levels including any structural elements such as retaining walls, fencing or bollards, garden edging,

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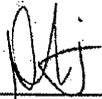
**PLANNING PERMIT**

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- f) Additional supporting information, such as certified structural designs or building forms.
- g) Vehicle access points for maintenance purposes.
- h) Mechanisms/structures for the exclusion of vehicles from landscaped areas.
- i) The removal of existing disused structures, foundations, pipelines or stockpiles and the eradication of weeds.
- j) Design and construction layouts for equipment in playground areas that comply with the following standards:
- AS NZS 4422 (1996) Playground Surfacing
  - AS NZS 4486 (1997) Playground Development and Installation
  - AS 4685.1 (2004) General safety requirements & test methods
  - AS 4685.2 (2004) Particular safety requirements & test methods for swings
  - AS 4685.3 (2004) Particular safety requirements & test methods for slides
  - AS 4685.4 (2004) Particular safety requirements & test methods for runways
  - AS 4685.5 (2004) Particular safety requirements & test methods for carousels
  - AS 4685.6 (2004) Particular safety requirements & test methods for rocking equip.
- k) All proposed street-tree planting using semi-advanced trees, with minimum container size of 45 litres.
- l) Location of public lighting.
- m) \*deleted\*
- n) A detailed maintenance plan for all proposed landscape features outlined in the detailed landscape designs. The maintenance plan must include a schedule which details the following:

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- Frequency of maintenance visits
- Minimum maintenance standards for grass cutting, weed management, plant maintenance, tree watering and care, litter management, mulch coverage and playground/ street furniture maintenance and repairs.
- Costs associated with the maintenance that will be carried out during the permit holders maintenance period.

Once approved, the maintenance plan will then form part of the permit.

10. Prior to the issue of a Statement of Compliance for each stage or by such later date as is approved by the Responsible Authority in writing, the landscape works for that stage must be carried out and completed to the satisfaction of the Responsible Authority. All landscape works carried out must be completed as per the detailed landscape plan for each stage of the subdivision and maintained to the satisfaction of the responsible authority for a period of two years as detailed in the endorsed landscape maintenance plans.
11. Prior to the issue of a Statement of Compliance for stage 3, the landscape works in the endorsed plan from condition 1 must be carried out and completed to the satisfaction of the Responsible Authority. This landscape will then be maintained to the satisfaction of the responsible authority for a period of two years as detailed in the endorsed landscape maintenance plans.

**Engineering Conditions:**

12. Prior to the certification of the Plan of Subdivision under the Subdivision Act 1988 for stage 1 of the development hereby permitted, an amended surface water management strategy to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. Once approved, the report will then form part of the permit. The report is to draw from the Morwell West - Surface

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Signature for the Responsible Authority

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Water Management Strategy (Water Technology September 2014) and must address the following:

- a) Details of any interim or staging of the works and how these will impact upon discharges from the land, on-site detention and water quality requirements.
  - b) A detailed maintenance plan for all proposed water sensitive urban design features. The maintenance plan must include a schedule of and requirements for inspections to be undertaken, and how and when remediation and routine maintenance works are to be undertaken.
13. Prior to the certification of the Plan of Subdivision under the Subdivision Act 1988 for stage 1 of the development hereby permitted, amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must be generally in accordance with the plans submitted but modified to show:
- a) The mobility plan, the wetland functional layout plan and the landscape plan must be amended to show the provision of a shared path along Toners Lane.
  - b) The landscape plan and the wetland functional layout plan shall be amended in accordance with any changes and additional details provided in the surface water management strategy as approved and endorsed by the Responsible Authority.
14. Prior to certification of the plan of subdivision under the Subdivision Act 1988, the operator of this permit shall provide documentary evidence to the satisfaction of the Responsible Authority in support of all proposed new road names shown on the plan. Documentation must include a completed "Road Name History" form. All proposed new road names

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Signature for the Responsible Authority

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**PLANNING PERMIT**

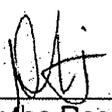
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must comply with the naming principles described in the Victorian Government's "Guidelines for Geographic Names 2010".

15. Plans submitted for certification for each stage of the development under the Subdivision Act 1988 must show to the satisfaction of the Responsible Authority:
- a) Easements for drainage purposes,
  - b) Road reserve widths complying with the Morwell West Development Plan and the endorsed plans under this permit,
  - c) Splays at cross-road intersections appropriate to allow for the construction of a roundabout at such intersections,
  - d) Splays, a minimum of 3 metres by 3 metres unless required otherwise, at all intersections of the local road network, and
  - e) Street names complying with the requirements of the Victorian Government's "Guidelines for Geographic Names 2010".
16. Prior to the lodgement of engineering construction plans and specifications for each stage of the subdivision, a functional layout plan for the stage of subdivision must be submitted to and approved by the Responsible Authority. When approved the functional layout plan will be endorsed and will then form part of the permit. The functional layout plan must be drawn to scale with dimensions and an electronic copy in PDF format provided. The functional layout plan must incorporate the following:
- a) A fully dimensioned subdivision layout, including proposed street names, approximate lot areas, lot numbers and widths of street reservations.
  - b) Topography and existing features, including contours for the subject land and any affected adjacent land.

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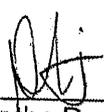
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- c) The location of all trees (or group of trees) existing on the site, including dead trees and those that overhang the site from adjoining land.
- d) Details of tree protection zones (TPZs), for all trees to be retained on site (if any).
- e) Any trees proposed for removal from the site clearly designated.
- f) Typical cross-sections for each street type, dimensioning individual elements, services offsets and street trees.
- g) Details of intersection treatments and traffic calming measures in accordance with Latrobe City Council's Design Guidelines and Austroads' Guide to Traffic Management. The plans must be accompanied by a review of the provision of BAR/BAL treatments at the proposed intersections along Toners Lane.
- h) The provision of roundabouts at all cross-road intersections.
- i) Location and alignment of kerbs, indented parking spaces, footpaths, shared paths, line marking and traffic controls.
- j) The provision of vehicle crossings to provide access to lots where the location of the vehicle crossing is relatively fixed.
- k) The proposed minor drainage network.
- l) The major drainage system, including any watercourse, wetland, silt pond or other water sensitive urban design devices, and/or piped elements showing preliminary sizing and any land required for maintenance access.
- m) Overland stormwater flow paths (100 year ARI) to indicate how excess runoff will be safely conveyed along road or drainage reserves to its destination including from adjacent upstream areas.
- n) Drainage outfall system (both interim and ultimate), indicating legal point of discharge and any access requirements for construction and maintenance.

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- o) Preliminary location of reserves for electrical kiosks;
  - p) Works external to the subdivision, including both interim and ultimate access requirements.
  - q) Intersections with roads external to the subdivision.
17. The provision of entrance features to the development such as estate signage shall not be located within any road or public open space reserves unless with the written agreement of the Responsible Authority.
18. Utility service substations, kiosk sites and the like must not be located on any land identified as public open space or land to be used for any municipal purpose unless with the written agreement of the Responsible Authority.
19. Prior to the commencement of any road, drainage or landscaping works associated with each stage of the subdivision, a Site Management Plan shall be submitted to and approved by the Responsible Authority. When approved, the Site Management Plan will be endorsed and will then form part of the permit. The Site Management Plan must include:
- a) Traffic management measures - the plan must detail measures proposed to protect and maintain vehicle use of the existing road system and pedestrians using existing footpaths adjacent to the development, how site access will be obtained, how construction vehicles will access and egress the site and the management of public access to the site. The plan must include details of all signage on adjacent roads.
  - b) Construction management measures - the plan must outline how issues such as deliveries, noise, mud on roads, and dust generation will be managed onsite during the construction phase. Details of a contact person/site manager must also be provided, so that this person can be easily contacted should any issues arise.

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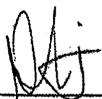
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- c) An environmental management plan for the works detailing techniques for erosion prevention, temporary drainage and sediment control measures and vegetation protection during the construction of the works and post construction. Reference should be made to the Environment Protection Authority's publication 960 '*Doing it right on subdivisions*'.
- d) Cultural protection issues – the plan must demonstrate how the recommendations of any Cultural Heritage Management Plan applying to the land are to be carried out.
20. Control measures in accordance with the approved Site Management Plan shall be employed throughout the construction of the works to the satisfaction of the Responsible Authority. The Responsible Authority must be kept informed in writing of any departures from the Site Management Plan. If in the opinion of the Responsible Authority the departure from the approved plan is significant then an amended plan must be submitted to and approved by the Responsible Authority. The approved measures must be carried out continually and completed to the satisfaction of the Responsible Authority.
21. Polluted drainage must be treated and/or absorbed on the lot from which it emanates to the satisfaction of the Responsible Authority. Polluted drainage must not be discharged beyond the boundaries of the lot from which it emanates or into a watercourse or easement drain.
22. Prior to the commencement of any road and/or drainage works for each stage of the subdivision, detailed engineering plans and specifications must be submitted to the satisfaction of and approved by the Responsible Authority. The engineering plans must be generally in accordance with the approved Functional Layout Plans and consistent with the approved landscape detail plans. When approved the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and an electronic copy in PDF format must be provided. The plans must include:

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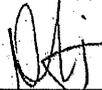
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- a) Design and construction of all new roads including connections to existing roads. Roads shall be designed and constructed in accordance with the Morwell West Development Plan, the endorsed plans and Latrobe City Councils "Design Guidelines".
- b) Design and construction of Toners Lane for the full length of the abuttal to that stage of the development in accordance with Latrobe City Council's Design Guidelines. Toners Lane shall be constructed on the north side of the existing centreline of the road, to provide along the road, a traffic lane width of 3.5 metres with concrete edge strip, nature strip and street trees along the development side of the road. Works shall include the piping of the existing earthen stormwater drain.
- c) Temporary vehicle turnarounds at the ends of streets to be continued in future stages, including a low maintenance sealed surface. Turning areas must be a minimum of 20 metres in diameter.
- d) Vehicle crossings must be constructed to provide access to lots where the location of the vehicle crossing is relatively fixed, including the proposed lots numbered 101, 104, 105, 124, 406 and 411.
- e) Concrete footpaths along both sides of all proposed streets, unless otherwise required and 2.5 metre minimum width concrete shared pedestrian/bicycle paths to be provided in accordance with Latrobe City Council's Design Guidelines and the endorsed plans.
- f) A 2.5 metre wide concrete shared pedestrian/bicycle path along the north side of Toners Lane to be provided in accordance with Latrobe City Council's Design Guidelines and the endorsed plans.
- g) Underground piped drainage to each lot and provision of over-land surcharge routes and cut-off drains. Drainage plans must include

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hydraulic computations. The stormwater drainage system must:

- Be designed to take the 1 in 5 year ARI storm event,
  - Meet the current best practice performance objectives for stormwater quality as contained in the "Urban Stormwater Best Practice Environmental Management Guidelines, CSIRO 1999" as amended,
  - Ensure that flows downstream of the subdivision site are restricted as proposed in the endorsed Surface Water Management Strategy.
- h) Provisions shall be made for stormwater from all storm events greater than the 1 in 5 year event and up to and including the 1 in 100 year ARI storm event including:
- Provision of over-land stormwater surcharge routes and cut-off drains for the safe and effective passage of stormwater flows arising from both within the development and from areas upstream of the development.
  - All new and existing lots should be free from inundation.
  - All streets, footpaths and cycle paths that are subject to flooding must meet the safety criteria  $d_a v_{ave} < 0.35 \text{ m}^2/\text{s}$  (where  $d_a$  = average depth in metres and  $v_{ave}$  = average velocity in metres per second).
- i) Construction of wetland/stormwater detention areas generally as proposed in the approved surface water management strategy. The wetlands shall be designed to achieve the following objectives for environmental quality as set out in the Urban Stormwater Best Practice Environmental Management Guidelines, CSIRO 1999:
- 80% retention of the typical annual load of suspended solids;
  - 45% retention of the typical annual load of total phosphorus;

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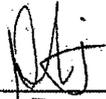
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- 45% retention of the typical annual load of total nitrogen; and
- 70% retention of the typical annual load of gross pollutants.

The proposed wetlands/stormwater detention area must be constructed to ensure that the bed of the internal edges of any water body are graded to achieve a maximum water depth of 0.2m for a minimum distance of 3 metres in from the water's normal edge before becoming steeper or achieve the alternatives specified in "WSUD Engineering Procedures: Stormwater (Melbourne Water 2005), Clause 10.3.2.3 Cross sections" or equivalent standards applicable at the time to the satisfaction of the Responsible Authority.

- j) Appropriate intersection treatments and traffic calming measures in accordance with Latrobe City Council's Design Guidelines and Austroads' Guide to Traffic Management.
- k) The provision of roundabouts at all cross-road and future cross-road intersections. Roundabouts must be designed in accordance with Austroads "Guide to Road Design".
- l) Street lighting in accordance with Australian Standard AS1158, along all new roads and all new shared paths and upgraded street lighting at the locations of proposed intersection works external to the development.
- m) All traffic signage, street name signage and road pavement line marking.
- n) High stability permanent survey marks at locations in accordance with Latrobe City Council's Design Guidelines, levelled to the Australian Height Datum and coordinated to the Map Grid of Australia (MGA94).

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23. Before a Statement of Compliance is issued for each relevant stage of this subdivision under the Subdivision Act 1988, the operator of this permit must construct road works, drainage and other civil works to the satisfaction of the Responsible Authority, in accordance with the engineering plans and specifications approved by the Responsible Authority and must include:
- a) All proposed new roads in accordance with the endorsed plans.
  - b) The construction of Toners Lane adjacent to the development including the piping of the existing earthen stormwater drain.
  - c) Concrete footpaths along both sides of all proposed streets and shared pedestrian/bicycle paths to be provided in accordance with the endorsed plans and Latrobe City Council's Design Guidelines.
  - d) Intersection treatments and traffic calming measures.
  - e) The provision of roundabouts at all cross-road intersections.
  - f) Vehicle crossings must be constructed to provide access to lots where the location of the vehicle crossing is relatively fixed, including the proposed lots numbered 101, 104, 105, 124, 406 and 411.
  - g) Underground piped drainage to convey stormwater from each lot to the legal point of discharge for the 1 in 5 year ARI storm event. Prior to the issue of the certificate of practical completion, CCTV results for the full length of all storm water drainage pipes for which Latrobe City Council will become responsible at the expiry of the maintenance period, must be submitted for assessment. The CCTV work is to be performed by an independent specialist contractor at the Developer's cost. The submitted information is to be to the satisfaction of the responsible authority.

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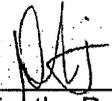
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- h) Works to ensure that flows downstream are in accordance with the approved stormwater management plan.
- i) Works to ensure the stormwater management system meets current best practice performance objectives for stormwater quality.
- j) Provisions for stormwater from all storm events greater than the 1 in 5 year event and up to and including the 1 in 100 year ARI storm event including:
  - i. Provision of over-land stormwater surcharge routes and cut-off drains for the safe and effective passage of stormwater flows.
  - ii. Arrangements for the capture of overland stormwater flows from adjacent upstream areas not previously developed.
  - iii. All new and existing lots should be free from inundation.
  - iv. All streets, footpaths and cycle paths that are subject to flooding must meet the safety criteria  $d_{ave} < 0.35 \text{ m}^2/\text{s}$  (where  $d_{ave}$  = average depth in metres and  $v_{ave}$  = average velocity in metres per second).
- k) Earthworks within the development to ensure that vehicle access can be obtained to each proposed allotment.
- l) Street lighting along all new roads and shared paths and upgraded street lighting at the locations of proposed intersection works with external roads.
- m) All traffic signage, street name signage and road pavement line marking.
- n) The installation and registration of high stability permanent survey marks.

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- o) Provision of temporary vehicle turnarounds with a low maintenance sealed surface, at the end of all streets proposed to be continued in a later stage of the development where there are new lots with frontage onto the completed sections of those streets.
24. Before a Statement of Compliance is issued for any stage of this subdivision under the Subdivision Act 1988, the operator of this permit must pay to Latrobe City Council:
- a) For all works to become the responsibility of Latrobe City Council at the expiry of the maintenance period, an engineering plan checking fee of an amount equivalent to 0.75% of the estimated cost of constructing the works proposed on the engineering plans,
  - b) For all works to become the responsibility of Latrobe City Council at the expiry of the maintenance period, an amount equivalent to 2.5% of the estimated cost of constructing the works which are subject to supervision, and
  - c) The sum of \$490 per 20 metres of street length or per lot frontage (whichever provides for the greater number of street trees), for the provision of street trees along all streets where street trees are not planted by the operator of this permit.
25. Before a Statement of Compliance is issued for any stage of this subdivision under the Subdivision Act 1988, the operator of this permit must provide to the satisfaction of the Responsible Authority:
- a) Final as-built plans for all works to become the responsibility of Latrobe City Council at the expiry of the maintenance period, in an electronic format complying with A-Spec requirements, levelled to the Australian Height Datum and coordinated to the Map Grid of Australia (MGA94).
  - b) Final as-built plans in an electronic DWG format, for all works to become the responsibility of Latrobe City Council at the expiry of

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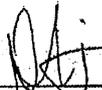
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the maintenance period.

- c) Certification by a licensed surveyor of the registration of all constructed Permanent Survey Marks.
  - d) Written records of all inspections undertaken during the maintenance period for the works, in accordance with the requirements of Latrobe City Council's Road Management Plan, any defects identified during those inspections and the date and time of rectification of the defects.
26. Before a Statement of Compliance is issued for this subdivision under the Subdivision Act 1988, the maintenance period, including any defects liability period, for all works to become the responsibility of Latrobe City Council, must be completed to the satisfaction of the Responsible Authority unless an arrangement to secure compliance with this condition has been agreed to in writing by the Responsible Authority under Section 21(1)(b)(ii) of the Subdivision Act 1988.
27. Unless otherwise required in this permit, all works to become the responsibility of Latrobe City Council at the expiry of the maintenance period, shall be maintained by the operator of this permit for a period of three months from the date of practical completion of the works. Maintenance of road works shall include all inspections required in accordance with Latrobe City Council's Road Management Plan. At the end of this maintenance period, a Defects Liability Period of nine months shall then apply to the works at the end of which time Final Completion of the works will be issued.
28. The operator of this permit must maintain to the satisfaction of the responsible authority, all water sensitive urban design (WSUD) devices constructed under this permit for a period of two (2) years. The maintenance period shall commence on the date the construction of the WSUD devices is certified by the Responsible Authority as practically complete. The maintenance of water sensitive urban design (WSUD) devices constructed under this permit must include full routine maintenance works including monthly, quarterly and annual inspections,

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weed removal, sediment clean out, litter management and remedial works as prescribed in the approved WSUD maintenance plan. The operator of this permit must provide copies to the Responsible Authority within one (1) calendar month of each inspection, of all maintenance inspection forms completed for each inspection, any defects identified and the date and time rectification works were completed. Any defects occurring during the maintenance period shall be rectified by the operator of this permit to the satisfaction of the Responsible Authority.

**Environmental Planning Conditions:**

29. a) Notification of permit conditions

Before works start, the permit holder must advise all persons undertaking the vegetation removal/works on site of all relevant conditions of the permit.

b) Protection of vegetation to be retained

Before works start, a native vegetation protection fence must be erected around all remnant patches of native vegetation to be retained on site. This fence must be erected around the patch at a distance of 5 metres from the retained native vegetation.

The protection fence must be constructed of star pickets/chain mesh or similar to the satisfaction of the responsible authority. The protection fence must remain in place at least until all works are completed to the satisfaction of the responsible authority.

Except with the written consent of the responsible authority, within this area:

- (i) No vehicular or pedestrian access, trenching or soil excavation is to occur;
- (ii) No storage or dumping of tools, equipment or waste is to occur.

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c) Protection of trees to be retained

Before works start, a fence must be erected around all the trees that are to be retained as part of the vegetated buffers on site. This fence will protect the tree by demarcating the tree retention zone and must be erected at a radius of 12 x diameter at breast height (DBH) to a maximum of 15 metres but no less than 2 metres from the base of the trunk.

The fence must be constructed of star pickets/chain mesh or similar to the satisfaction of the responsible authority. The protection fence must remain in place at least until all works are completed to the satisfaction of the responsible authority.

Except with the written consent of the responsible authority, none of the following are to occur within the tree retention zone:

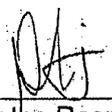
- (i) vehicle or pedestrian access;
- (ii) trenching or soil excavation;
- (iii) storage or dumping of tools, equipment, waste or fill;
- (iv) construction of entry and exit pits for underground services;
- (v) preparation of chemicals, including preparation of cement products;
- (vi) refuelling;
- (vii) temporary or permanent installation of utilities and signs;
- (viii) physical damage to the tree.

**DELWP Conditions:**

30. a) Offset requirement

To offset the permitted removal of 3.308 hectares of native vegetation with a strategic biodiversity score of 0.157, the permit holder must provide a native vegetation offset that complies with the requirements in *Permitted clearing of native vegetation – Biodiversity assessment guidelines* (DEPI 2013) and *Native*

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*vegetation gain scoring manual* (DEPI 2013).

The compliant offset must:

- i. contribute gain of 0.230 general biodiversity equivalence units
- ii. be located within the West Gippsland Catchment Management Authority or Latrobe City Council areas, and
- iii. have a strategic biodiversity score of at least 0.125.

b) Offset evidence

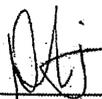
Before any native vegetation removal approved under this permit starts, evidence that the required offset has been secured must be provided to the satisfaction of the responsible authority. Offset evidence must be:

- i. a security agreement for the required offset site/s that complies with the *Permitted clearing of native vegetation - Biodiversity assessment guidelines* (DEPI 2013 ), including a 10 year offset management plan that has been endorsed by the responsible authority, and/or
- ii. a credit register extract from the Native Vegetation Credit Register.

A copy of the offset evidence provided will then be endorsed by the responsible authority and form part of this permit.

Within 30 days of endorsement of the offset evidence by the responsible authority, a copy of the endorsed offset evidence must be provided to Regional Planning and Approvals at the Traralgon regional office of the Department of Environment, Land, Water and Planning.

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c) Offset monitoring and reporting

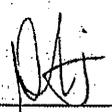
Where offsets are not secured on the Native Vegetation Credit Register, annual monitoring and reporting is required. Details of annual monitoring and reporting must be included in the endorsed offset plan, and must comply with the requirements of *Permitted clearing of native vegetation - First party general offset kit* (DEPI 2014), or to the satisfaction of the Department of Environment, Land, Water and Planning. Annual offset reports must be provided to the responsible authority by the anniversary date of the execution of the offset security agreement, for a period of ten consecutive years. After the 10<sup>th</sup> year, the landowner must provide a report at the reasonable request of a statutory authority.

d) Protection of vegetation to be retained

Before any permitted clearing of native vegetation starts, a Wetland Construction Environment Management Plan to the satisfaction of the responsible authority must be submitted to and approved by the responsible authority. When approved, the plan will be endorsed and will form part of this permit. The plan must include:

- i. a detailed description of the measures to be implemented to protect the native vegetation to be retained during wetland construction works, and the person/s responsible for implementation and compliance. These measures must include the erection of a native vegetation protection fence around all native vegetation to be retained on site, to the satisfaction of the responsible authority;
- ii. wetland design and revegetation aimed at providing habitat for Growling Grass Frogs;
- iii. details of how the Willow (*Salix* spp.) patch will be removed without impacting on adjacent retained native vegetation;

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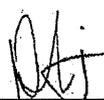
- iv. site plans that clearly shows all native vegetation permitted to be removed under this permit, including the habit at zones referenced in *Biodiversity impact and offset requirements* report (DELWP ref: MAM\_0024, 26/10/2015, Project ID PP\_123\_Stage1Toners);
- v. the location of stock piles, machinery, soil, rock, spoil or other materials associated with the project to be stored. Sites must be located in areas that are clear of native vegetation and must not impact adversely on native vegetation to be retained; and
- vi. details of post construction site rehabilitation of disturbed terrestrial areas. Including actions and timelines to control weeds during reestablishment of indigenous vegetation, and a description of how successful rehabilitation will be achieved and measured. Revegetation must use local native species to suit relevant plant communities and EVCs.

**Telecommunications Standard Condition:**

31. The owner of the land must enter into an agreement with:
- a) a telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in accordance with the provider's requirements and relevant legislation at the time; and
  - b) a suitably qualified person for the provision of fibre ready telecommunication facilities to each lot shown on the endorsed plan in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

Before the issue of a Statement of Compliance for any stage of the subdivision under the Subdivision Act 1988, the owner of the land must

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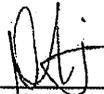
provide written confirmation from:

- c) a telecommunications network or service provider that all lots are connected to or are ready for connection to telecommunications services in accordance with the provider's requirements and relevant legislation at the time; and
- d) a suitably qualified person that fibre ready telecommunication facilities have been provided in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

**AusNet Electricity Pty Ltd Condition:**

- 32.
- a) Enter in an agreement with AusNet Electricity Services Pty Ltd for supply of electricity to each lot on the endorsed plan.
  - b) Enter into an agreement with AusNet Electricity Services Pty Ltd for the rearrangement of the existing electricity supply system.
  - c) Enter into an agreement with AusNet Electricity Services Pty Ltd for rearrangement of the points of supply to any existing installations affected by any private electric power line which would cross a boundary created by the subdivision, or by such means as may be agreed by AusNet Electricity Services Pty Ltd.
  - d) Provide easements satisfactory to AusNet Electricity Services Pty Ltd for the purpose of "Power Line" in the favour of "AusNet Electricity Services Pty Ltd" pursuant to Section 88 of the Electricity Industry Act 2000, where easements have not been otherwise provided, for all existing AusNet Electricity Services Pty Ltd electric power lines and for any new power lines required to service the lots on the endorsed plan and/or abutting land.

Date Issued: 23 June 2016

  
\_\_\_\_\_  
Signature for the Responsible Authority

FORM 4

Section 63 & 86

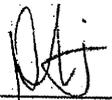
**PLANNING PERMIT**

Permit No.: 2015/230  
Planning Scheme: Latrobe Planning Scheme  
Responsible Authority: Latrobe City Council

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- e) Obtain for the use of AusNet Electricity Services Pty Ltd any other easement required to service the lots.
- f) Adjust the position of any existing AusNet Electricity Services Pty Ltd easement to accord with the position of the electricity line(s) as determined by survey.
- g) Set aside on the plan of subdivision Reserves for the use of AusNet Electricity Services Pty Ltd for electric substations.
- h) Provide survey plans for any electric substations required by AusNet Electricity Services Pty Ltd and for associated power lines and cables and executes leases for a period of 30 years, at a nominal rental with a right to extend the lease for a further 30 years. AusNet Electricity Services Pty Ltd requires that such leases are to be noted on the title by way of a caveat or a notification under Section 88 (2) of the Transfer of Land Act prior to the registration of the plan of subdivision.
- i) Provide to AusNet Electricity Services Pty Ltd a copy of the plan of subdivision submitted for certification that shows any amendments that have been required.
- j) Agree to provide alternative electricity supply to lot owners and/or each lot until such time as permanent supply is available to the development by AusNet Electricity Services Pty Ltd. Individual generators must be provided at each supply point. The generator for temporary supply must be installed in such a manner as to comply with the Electricity Safety Act 1998.
- k) Ensure that all necessary auditing is completed to the satisfaction of AusNet Electricity Services Pty Ltd to allow the new network assets to be safely connected to the distribution network.

Date Issued: 23 June 2016

  
\_\_\_\_\_  
Signature for the Responsible Authority

FORM 4

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**PLANNING PERMIT**

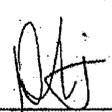
Permit No.: 2015/230  
Planning Scheme: Latrobe Planning Scheme  
Responsible Authority: Latrobe City Council

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**Gippsland Water Conditions:**

33. The operator of this permit must comply with the following requirements from Gippsland Water:
- a) Pay New Customer Contributions to Gippsland Water for each service (water and/or wastewater) provided to each lot created by this development. These charges are based on Gippsland Water's rates at the time of payment and are associated with additional infrastructure that Gippsland Water will be required to operate and maintain to ensure ongoing servicing of this development.
  - b) The owner of the land must enter into a formal Developer Works Deed of Agreement with Gippsland Water, under the Corporation's Land Development system, for the complete construction of works necessary for the provision of water supply and sewerage services to all lots of the subdivision. Pay to Gippsland Water any fees and contributions and satisfy all conditions pertaining to the aforementioned deed.
  - c) Design plans to be submitted outlining the size and the location of the works to determine where easements will be required. These plans must be endorsed by Gippsland Water prior to Gippsland Water consenting to certification of the relevant plan.
  - d) Install water services to the satisfaction of Gippsland Water. As Constructed details showing the location of the installed services are required to be submitted to Gippsland Water.
  - e) Install separate sewage disposal connections to the satisfaction of Gippsland Water. As Constructed details showing the location of the installed services are required to be submitted to Gippsland Water.
  - f) Create Reserves and/or Easements in favour of the Central Gippsland Region Water Corporation over all existing and proposed

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Signature for the Responsible Authority

FORM 4

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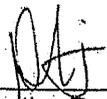
water and sewerage works located within the subdivision.  
Easements are to be for Pipeline or Ancillary Purposes.

- g) Any plan of subdivision of the subject land lodged for certification shall be referred to Gippsland Water under Section 8(1) of the Subdivision Act 1988.
- h) If the land is developed in stages, the above conditions will apply to any subsequent stage of the subdivision.
- i) The Master Landscaping Plan Ref 15610 S1 L01 V2 April 2016 is to be endorsed as the Final Plan.

**DESIGN AND CONSTRUCTION OF WORKS**

- j) The operator of the permit must:
  - (i) Ensure Gippsland Water's assets are protected, especially where subdivisional development requires construction (such as a road) over or near an existing Gippsland Water asset. In particular, works over or adjacent to the proposed Road Reserves that will encompass the 525mm HDPE Sewer Main and the 500mm VC Sewer Main in the proposed Road Reserves and must meet Gippsland Water's design requirements for such works. Design drawings and calculations must demonstrate that road crossings will protect the integrity of the 525mm HDPE Sewer Main and the 500mm VC Sewer Main and will cause no adverse impact to these assets.
  - (ii) Supply a detailed management plan for the protection of Gippsland Water's assets within the proposed Road Reserves. This plan must address risks to all Gippsland Water assets within the new Road Reserves, particularly the 525mm HDPE Sewer Main and the 500mm VC Sewer Main, brought about by movement of plant or construction machinery and/or works within the development site. This management plan must

Date Issued: 23 June 2016

  
\_\_\_\_\_  
Signature for the Responsible Authority

FORM 4

Section 63 & 86

**PLANNING PERMIT**

Permit No.: 2015/230  
Planning Scheme: Latrobe Planning Scheme  
Responsible Authority: Latrobe City Council

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be approved by Gippsland Water prior to any works commencing.

- k) Gippsland Water personnel are able to issue an Immediate Stop Works notice in relation to any works within the new Gippsland Reserve should they have concerns regarding possible damage to Gippsland Water assets within the Reserve.
- l) The existing 20mm water meter 14AF000097 that currently services the Pony Club in Toners Lane (Lot 10 LP140015) must be capped and relocated to a new water service which must be provided as part of the extension works. Upon each stage it must continue to be relocated until at such time it will be located within the title boundary of Lot 10 LP140015.

**Gas conditions:**

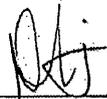
- 34. a) Easements in favour of "Australian Gas Networks (VIC) Pty Ltd" must be created on the plan to the satisfaction of APT.
- b) The plan of subdivision submitted for certification must be referred to APT O & M Services Pty Ltd, in accordance with Section 8 of the Subdivision Act 1988.

**Country Fire Authority conditions:**

- 35. a) Subdivision plan not to be altered
  - i. The subdivision as shown on the endorsed plans must not be altered without the consent of CFA.
- b) Hydrants

Prior to the issue of a Statement of Compliance under the *Subdivision Act 1988* the following requirements must be met to the satisfaction of the CFA:

Date issued: 23 June 2016

  
\_\_\_\_\_  
Signature for the Responsible Authority

FORM 4

Section 63 & 86

**PLANNING PERMIT**

Permit No.: 2015/230  
Planning Scheme: Latrobe Planning Scheme  
Responsible Authority: Latrobe City Council

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- i. Above or below ground operable hydrants must be provided. The maximum distance between these hydrants and the rear of all building envelopes (or in the absence of building envelopes, the rear of the lots) must be 120 metres and the hydrants must be no more than 200 metres apart. These distances must be measured around lot boundaries.
- ii. The hydrants must be identified with marker posts and road reflectors as applicable to the satisfaction of the Country Fire Authority.  
Note –CFA’s requirements for identification of hydrants are specified in ‘Identification of Street Hydrants for Firefighting Purposes’ available under publications on the CFA web site ([www.cfa.vic.gov.au](http://www.cfa.vic.gov.au))

c) Roads

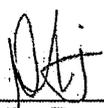
- i. Roads must be constructed to a standard so that they are accessible in all weather conditions and capable of accommodating a vehicle of 15 tonnes for the trafficable road width.
- ii. The average grade must be no more than 1 in 7 (14.4%) (8.1 degrees) with a maximum of no more than 1 in 5 (20%) (11.3 degrees) for no more than 50 metres. Dips must have no more than a 1 in 8 (12%) (7.1 degree) entry and exit angle.

**Expiry of Permit:**

36. This permit will expire if:
- a) the plan of subdivision is not certified within 2 years of the date of this permit; or
  - b) the registration of the subdivision is not completed within 5 years of certification.

The Responsible Authority may extend the time if a request is made in writing before the permit expires or within six months of expiry of permit.

Date Issued: 23 June 2016

  
\_\_\_\_\_  
Signature for the Responsible Authority

## PLANNING PERMIT

Permit No.: 2015/230  
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Note: The commencement of the subdivision is regarded by Section 68(3A) of the *Planning and Environment Act 1987* as the certification of the plan, and completion is regarded as the registration of the plan.

**Note 1.** A Section 173 Agreement applies to Lots 1 and 2 on LP 218156T requiring a cash contribution to be paid before statement of compliance is issued for the first stage of development of the land. Details of the cash contribution are contained in the Section 173 Agreement.

### Engineering Notes:

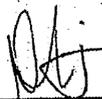
**Note 2.** In accordance with section 17 of the Subdivision Act, the works required to be undertaken under this permit as part of the subdivision hereby permitted, shall not commence until the Plan of Subdivision has been certified and the engineering plans for the works required have been approved.

**Note 3.** In accordance with the requirements of the Road Safety (Traffic Management) Regulations, a responsible entity for a road or road-related area (as defined in the Road Safety Act) may install Major Traffic Control Devices on the road or road-related area only with the authority of VicRoads.

### DELWP Note:

**Note 4.** Before any works on public land start, a permit to take protected flora under the *Flora and Fauna Guarantee (FFG) Act 1988* may be required. To obtain an FFG permit, please contact Healthy Landscapes at the Traralgon regional office of the Department of Environment, Land, Water and Planning on (03) 5172 2111.

Date Issued: 23 June 2016

  
Signature for the Responsible Authority

FORM 4

Section 63 & 86

**PLANNING PERMIT**

Permit No.: 2015/230  
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**Gippsland Water Notes:**

- Note 5.** To service the entire development (124 Lots) three 100 mm mains will need to be extended from Toners Lane, Mary St and Madden St to the development.
- Note 6.** The existing 80mm Fire Service, 80mm meter 07FF2001H & 20mm meter 96CV10047 (to be returned to Gippsland Water) are to be disconnected via a main shut down tee removal, under a Minor Works Agreement or via cappings whichever is required. (Works for the disconnection of the Fire Service must be undertaken by an Accredited Pipelaying Contractor). Please contact Owners Cost Works on 03 5177 4738 for further information.
- Note 7.** The owner/developer of the subject land is required to obtain an 'Application for Gippsland Water Deed of Agreement for Construction of Water and/or Wastewater Services' (extension of water and/or sewer mains) and/or a 'Property Connection's Quote Request' form and submit to Gippsland Water for a quote detailing costs & servicing requirements.

All requirements of the Developer Works Deed of Agreement and/or conditions outlined in the Quote, must be fulfilled to the satisfaction of Gippsland Water prior to Gippsland Water consenting to the Issuing of a Statement of Compliance.

The following Gippsland Water forms are available and may be obtained from Gippsland Water's website, [www.gippswater.com.au](http://www.gippswater.com.au):

1. Property Servicing Information Request form – to assist in location of existing assets and services.
2. Application for Gippsland Water Deed of Agreement for Construction of Water and/or Wastewater Services for both

Date Issued: 23 June 2016



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Signature for the Responsible Authority

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**PLANNING PERMIT**

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subdivisional and nonsubdivisional developments (extension of water and/or sewer mains).

3. Property Connections Quote Request form – Residential, Commercial/Industrial, Multi-Tenement (Units), Land Subdivisions – A Property Connections Quote Request form must be completed and forwarded to our Property Connections Team to arrange a quote for the development.

END CONDITIONS

Date Issued: 23 June 2016

  
\_\_\_\_\_  
Signature for the Responsible Authority

## IMPORTANT INFORMATION ABOUT THIS NOTICE

### WHAT HAS BEEN DECIDED?

The Responsible Authority has issued a permit.

(Note: This is not a permit granted under Division 5 or 6 of Part 4 of the *Planning and Environment Act 1987*.)

### CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?

The responsible authority may amend this permit under Division 1A of Part 4 of the *Planning and Environment Act 1987*.

### WHEN DOES A PERMIT BEGIN?

A permit operates:

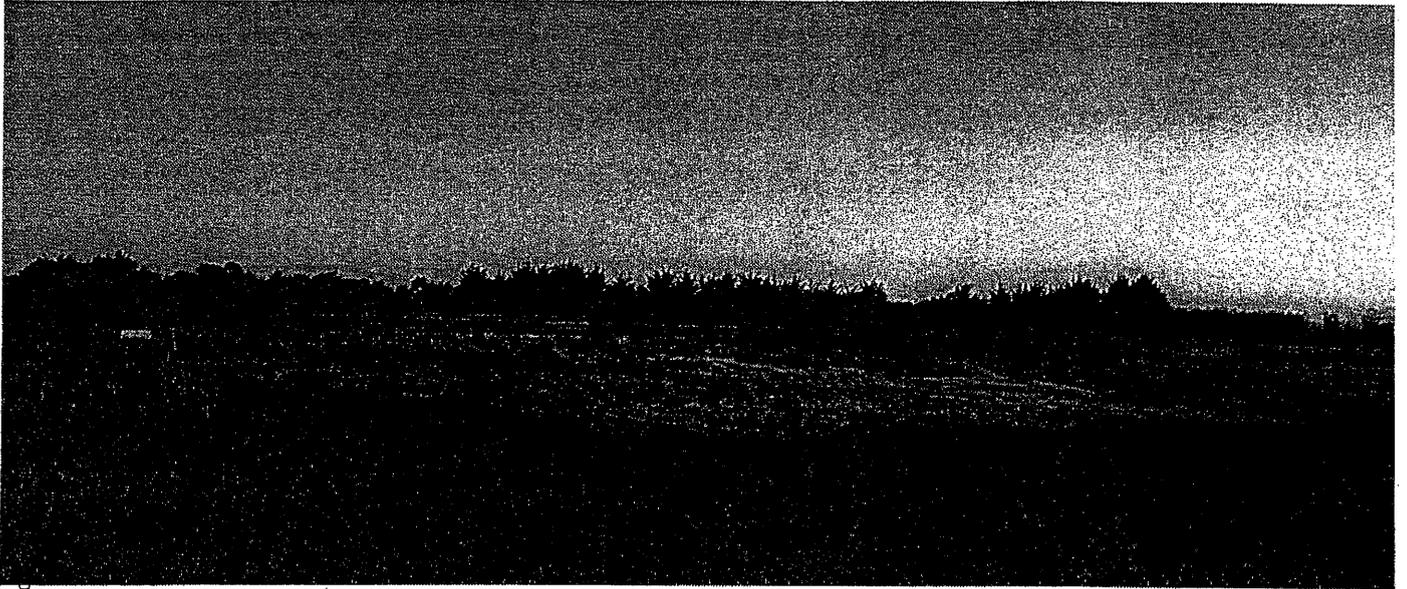
- ❖ from the date specified in the permit, or
- ❖ if no date is specified, from:
  - i. the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal, or
  - ii. the date on which it was issued, in any other case.

### WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of land expires if:
  - ❖ the development or any stage of it does not start within the time specified in the permit, or
  - ❖ the development requires the certification of a plan of subdivision or consolidation under the *Subdivision Act 1988* and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
  - ❖ the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within 5 years of the certification of the plan of subdivision or consolidation under the *Subdivision Act 1988*.
2. A permit for the use of land expires if:
  - ❖ the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit, or
  - ❖ the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if:
  - ❖ the development or any stage of it does not start within the time specified in the permit; or
  - ❖ the development or any stage of it is not completed within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
  - ❖ the use does not start within the time specified in the permit, or, if no time is specified, within two years after the completion of the development, or
  - ❖ the use is discontinued for a period of two years
4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the *Planning and Environment Act 1987*, or to any combination of use, development or any of those circumstances requires the certification of a plan under the *Subdivision Act 1988*, unless the permit contains a different provision:
  - ❖ the use or development of any stage is to be taken to have started when the plan is certified; and
  - ❖ the permit expires if the plan is not certified within two years of the issue of the permit.
5. The expiry of a permit does not affect the validity of anything done under that permit before the expiry.

### WHAT ABOUT REVIEWS?

- ❖ The person who applied for the permit may apply for a review of any condition in the permit unless it was granted at the direction of the Victorian Civil and Administrative Tribunal where, in which case no right of review exists.
- ❖ An application for review must be lodged within 60 days after the permit was issued, unless a Notice of Decision to Grant a Permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.
- ❖ An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- ❖ An application for review must be made on an Application for Review form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- ❖ An application for review must state the grounds upon which it is based.
- ❖ A copy of an application for review must also be served on the Responsible Authority.
- ❖ Details about applications for review and the fees payable can be obtained from VCAT.



This document was printed from SPEAR on: 10/10/19

# THE RANGE

— MORWELL —

Design Guidelines  
Prepared by Millar Merrigan  
September 2019

Amended document endorsed by Danielle Simpson on 10/10/2019 for planning permit 2015/230,  
Latrobe City Council, page 4 of 9

ABN 66 235 839 511  
156 Commercial Road, Morwell 3840  
Telephone: 03 51 348 611

Version	Date	Description	Author	Approved
1	July 2019	Issued to Council	Roxanne Rejmer	Christopher Constantine
2	September 2019	Issued to Council	Roxanne Rejmer	Christopher Constantine
3	October 2019	Issued to Council	Roxanne Rejmer	Jacklyn Stevens

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4	Guideline 1 – Industrial Interface	5
5	Landscape Guidelines	5

This document was printed from SPEAR on: 10/10/2019 09:46 am.

## 1 Introduction and Application

These design guidelines have been prepared in accordance with the requirements of Condition 4 of Planning Permit 2015/230.

They apply to lots with an interface with industrial land uses. See Figure 1.

The guidelines set landscaping requirements to ensure that development responds appropriately to the adjoining industrial uses and offers a high standard of amenity.

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

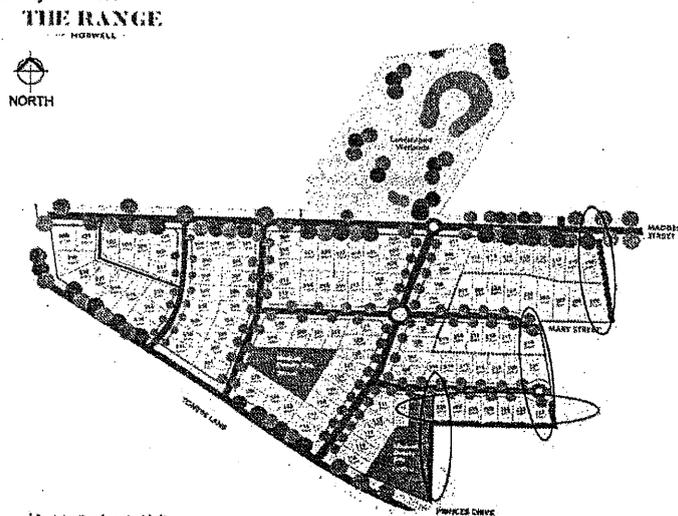


Figure 1: Interface subject to Design Guidelines

## 2 Objectives

The key intent of the Design Guidelines is to ensure that the interface between lots and public open space and existing industrial uses is managed appropriately.

The key objectives to be achieved relate to:

- Appropriate vegetation to provide a buffer between industrial and sensitive uses.

Implementation of the following guidelines will ensure that the highest quality design outcomes for The Range - Morwell are achieved.

## 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.

### Guideline 1 – Industrial Interface

Dwellings that share a boundary with industrial land are required to maintain a vegetated buffer.

Condition 4 or Permit 2015/230 specifically states:

- a) Lots for residential purposes with an interface to industrial zoned land in Stage 2B and Stage 1 (Lot 210) 1 of the subdivision must maintain the existing 8 metre wide vegetation as shown on the Landscape Plan required by condition 9 of this permit to the satisfaction of the Responsible Authority;
- b) Lots for residential purposes with an interface to industrial zoned land in Stage 3 (Lot 419 only) and Stage 1 (Lot 209 only) of the subdivision must maintain the 10 metre wide vegetation as shown on the Landscape Plan required by condition 9 of this permit to the satisfaction of the Responsible Authority;
- c) The vegetation within the buffer shown on the Landscape Plan must be maintained to the satisfaction of the Responsible Authority, including that any dead, diseased or damaged plants are to be replaced as per the planting schedule endorsed under Permit 2015/230 (the below guidelines).

Where practicable, the existing vegetation along these boundaries must be retained. Where it cannot be retained or new planting is required, planting must be undertaken as per the following landscape guidelines.

#### Landscape Guidelines

Where planting within the vegetation buffer is required under condition 4 (b) of planning permit 2015/230, the following Planting Schedule should be used to the satisfaction of the Responsible Authority, or where any plants are required to be replaced including any dead, diseased or damaged plants under condition 4 (c). A setback of 2 metres from the road reserves and property boundary should be conserved to ensure roots either doesn't damage existing infrastructure or that any construction on surrounding lots do not impact on the roots system. A mixture of trees and shrubs should be planted to ensure an appropriate contiguous buffer of vegetation.

Page | 5

Planting Schedule

BOTANICAL NAME	FORM
<u>Eucalyptus cladocalyx</u>	<u>Tree</u>
<u>Eucalyptus varraensis</u>	<u>Tree</u>
<u>Eucalyptus tereticornis subsp. mediana</u>	<u>Tree</u>
<u>Tristanopsis laurina 'Luscious'</u>	<u>Tree</u>
<u>Acmena smithi 'Sublime'</u>	<u>Tree</u>
<u>Waterhousea floribunda 'Sweeper'</u>	<u>Tree</u>
<u>Correa alba 'Coastal Pink'</u>	<u>Shrub</u>
<u>Westringia hybrid 'Naringa'</u>	<u>Shrub</u>
<u>Callistemon viminalis 'Flora Burst'</u>	<u>Shrub</u>
<u>Callistemon viminalis 'Macathur'</u>	<u>Shrub</u>
<u>Westringia hybrid 'Aussie Box'</u>	<u>Low Shrub</u>
<u>Westringia 'Grey Box'</u>	<u>Low Shrub</u>
<u>Rhagodia spinescens 'Aussie Flat Bush'</u>	<u>Low Shrub</u>
<u>Grevillea rosemarinifolia 'Crimson Villea'</u>	<u>Low Shrub</u>
<u>Lomandra longifolia 'Great White'</u>	<u>Low Shrub</u>

This document was printed from SPEAR on: 10/10/2019 09:46 am.

# Property Clearance Certificate

## Land Tax



INFOTRACK / RENNICKS CONVEYANCING PTY LTD

<b>Your Reference:</b>	00110753
<b>Certificate No:</b>	94907929
<b>Issue Date:</b>	07 JAN 2026
<b>Enquiries:</b>	ESYSPROD

**Land Address:** 95 MADDEN STREET MORWELL VIC 3840

Land Id	Lot	Plan	Volume	Folio	Tax Payable
50633669	502	907125	12541	564	\$2,360.44

**Vendor:** LATROBE VALLEY GOLF DRIVING RANGE PTY. LTD.  
**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR ISTVAN SZABO	2026	\$212,500	\$123.86	\$123.86

**Comments:** Land Tax will be payable but is not yet due - please see notes on reverse.

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total

**Comments:**

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

  
**Paul Broderick**  
 Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$212,500
SITE VALUE (SV):	\$212,500
<b>CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:</b>	<b>\$2,360.44</b>



# Notes to Certificate - Land Tax

Certificate No: 94907929

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## Power to issue Certificate

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

## Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
  - Land tax that has been assessed but is not yet due,
  - Land tax for the current tax year that has not yet been assessed, and
  - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

## Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

## Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge and Vacant Residential Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

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

## General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
8. An updated Certificate may be requested free of charge via our website, if:
  - The request is within 90 days of the original Certificate's issue date, and
  - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$975.00

Taxable Value = \$212,500

Calculated as \$975 plus ( \$212,500 - \$100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$2,125.00

Taxable Value = \$212,500

Calculated as \$212,500 multiplied by 1.000%.

---

## Land Tax - Payment Options

**BPAY**



Billers Code: 5249  
Ref: 94907929

**Telephone & Internet Banking - BPAY®**

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

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

**CARD**



Ref: 94907929

**Visa or Mastercard**

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

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

# Property Clearance Certificate

## Commercial and Industrial Property Tax



INFOTRACK / RENNICKS CONVEYANCING PTY LTD

Your Reference: 00110753

Certificate No: 94907929

Issue Date: 07 JAN 2026

Enquires: ESYSPROD

Land Address: 95 MADDEN STREET MORWELL VIC 3840

Land Id	Lot	Plan	Volume	Folio	Tax Payable
50633669	502	907125	12541	564	\$0.00

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

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

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$212,500

SITE VALUE: \$212,500

CURRENT CIPT CHARGE: \$0.00

# Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 94907929

## Power to issue Certificate

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

## Amount shown on Certificate

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

## Australian Valuation Property Classification Code (AVPCC)

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

## Commercial and industrial property tax information

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

## Change of use of tax reform scheme land

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

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

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

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

## Information for the purchaser

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

## Information for the vendor

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

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

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

## General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to [www.sro.vic.gov.au/CIPT](http://www.sro.vic.gov.au/CIPT).
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
  - the request is within 90 days of the original Certificate's issue date, and
  - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

# Property Clearance Certificate

## Windfall Gains Tax



INFOTRACK / RENNICKS CONVEYANCING PTY LTD

Your Reference:	00110753
Certificate No:	94907929
Issue Date:	07 JAN 2026

Land Address:	95 MADDEN STREET MORWELL VIC 3840		
Lot	Plan	Volume	Folio
502	907125	12541	564

Vendor: LATROBE VALLEY GOLF DRIVING RANGE PTY. LTD.

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

**Paul Broderick**  
Commissioner of State Revenue

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

# Notes to Certificate - Windfall Gains Tax

Certificate No: 94907929

## Power to issue Certificate

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

## Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
  - Windfall gains tax that is due and unpaid, including any penalty tax and interest
  - Windfall gains tax that is deferred, including any accrued deferral interest
  - Windfall gains tax that has been assessed but is not yet due
  - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
  - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

## Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

## Information for the purchaser

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

## Information for the vendor

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

## Passing on windfall gains tax to a purchaser

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

## General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
  - The request is within 90 days of the original Certificate's issue date, and
  - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

## Windfall Gains Tax - Payment Options

**BPAY**



Biller Code: 416073  
Ref: 94907920

**Telephone & Internet Banking - BPAY®**

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

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

**CARD**



Ref: 94907920

**Visa or Mastercard**

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

[sro.vic.gov.au/payment-options](http://sro.vic.gov.au/payment-options)

**Important payment information**

Windfall gains tax payments must be made using only these specific payment references.

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

# 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  
1300 367 700 LATROBE.VIC.GOV.AU

**Assessment Number:** 77420-8  
**Applicant's Reference:** 78910716-014-4  
**Issue Date :** 28-Nov-2025  
**Property Address:** 95 Madden Street  
MORWELL VIC 3840  
**Property Description:** L 502 PS 907125  
**Property Title:** CT-12541/564  
**AVPCC:** 100 Vacant Residential Home Site/Surveyed Lot  
**Area:** 558M2  
**Ward:** Central  
**Owner:** Latrobe Valley Golf Driving Range Pty Ltd

**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 26-Feb-2026.
- 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	\$	640.70
Municipal Charge	\$	155.00
Emergency Services and Volunteers Fund Levy	\$	172.75
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>968.45</b>

*Our offices will be closed from 5:15 pm Wednesday 24 December 2025 and will re-open on Monday 5 January 2026; we recommend that a further update is obtained prior to settlement.*

**Assessment Number:** 77420-8  
**Applicants' Ref.:** 78910716-014-4  
**Date:** 28-Nov-2025  
**Property Address:** 95 Madden Street  
MORWELL VIC 3840

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**Property Valuations:**

Description	Values	Level of Value Date	Operational Date
CAPITAL IMPROVED VALUE	\$ 212,500	01-Jan-2025	01-Jul-2025
SITE VALUE	\$ 212,500	01-Jan-2025	
NET ANNUAL VALUE	\$ 10,625	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**



**Bill Code: 6072**  
**Ref: 774208**

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



**GIPPSLAND**  
WATER

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

26 November 2025

**Applicant Reference:**  
**Reference:**

78910716-026-7  
02012809-01

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:** 95 Madden St Morwell Vic 3840  
**Information Statement No:** 170808

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

Nigel Gerreyn  
**MANAGER PROPERTY SERVICES**

**Section 158 Statement***(Water Act 1989)*

<b>Date of Issue:</b>	26/11/2025	<b>Applicant Reference:</b>	78910716-026-7
<b>Information Statement No:</b>	170808	<b>Reference:</b>	02012809-01
<b>Property Address:</b>	95 Madden St Morwell Vic 3840		
<b>Property Details:</b>	Lot 502 Plan PS907125		
<b>Settlement Date:</b>	28/02/2026		

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

- ⇒ Vendor will be liable for any water/wastewater volumetric charges from last bill to settlement date.
- ⇒ This certificate has been produced for Sales Purposes only. Notification of sale particulars must be supplied two (2) working days prior to settlement to enable a final water meter reading to be scheduled, however a final meter reading will not be provided if the certificate is produced for Sale of Business purposes only.

**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:** 26/11/2025      **Applicant Reference:** 78910716-026-7  
**Information Statement No:** 170808      **Reference:** 02012809-01

**Property Address:** 95 Madden St Morwell Vic 3840  
**Property Details:** Lot 502 Plan PS907125  
**Settlement Date:** 28/02/2026

**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 Nov to 28 Feb

#### Financial Information:

Brought Forward Balance	0.00
Sewer Scheme Charges	0.00

#### Adjustable Charges:

Water Service Charges	64.69
Wastewater Service Charges	297.24
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

<b>Total Outstanding</b>	<b>361.93</b>
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(Please note: CR denotes a credit)



**Bill Code: 3475**  
**REF: 3680 0002 0128 0901 0**  
Pay by savings or credit card

Gippsland Water Authorised Officer:

Date: 26 November 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

## 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

### 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)

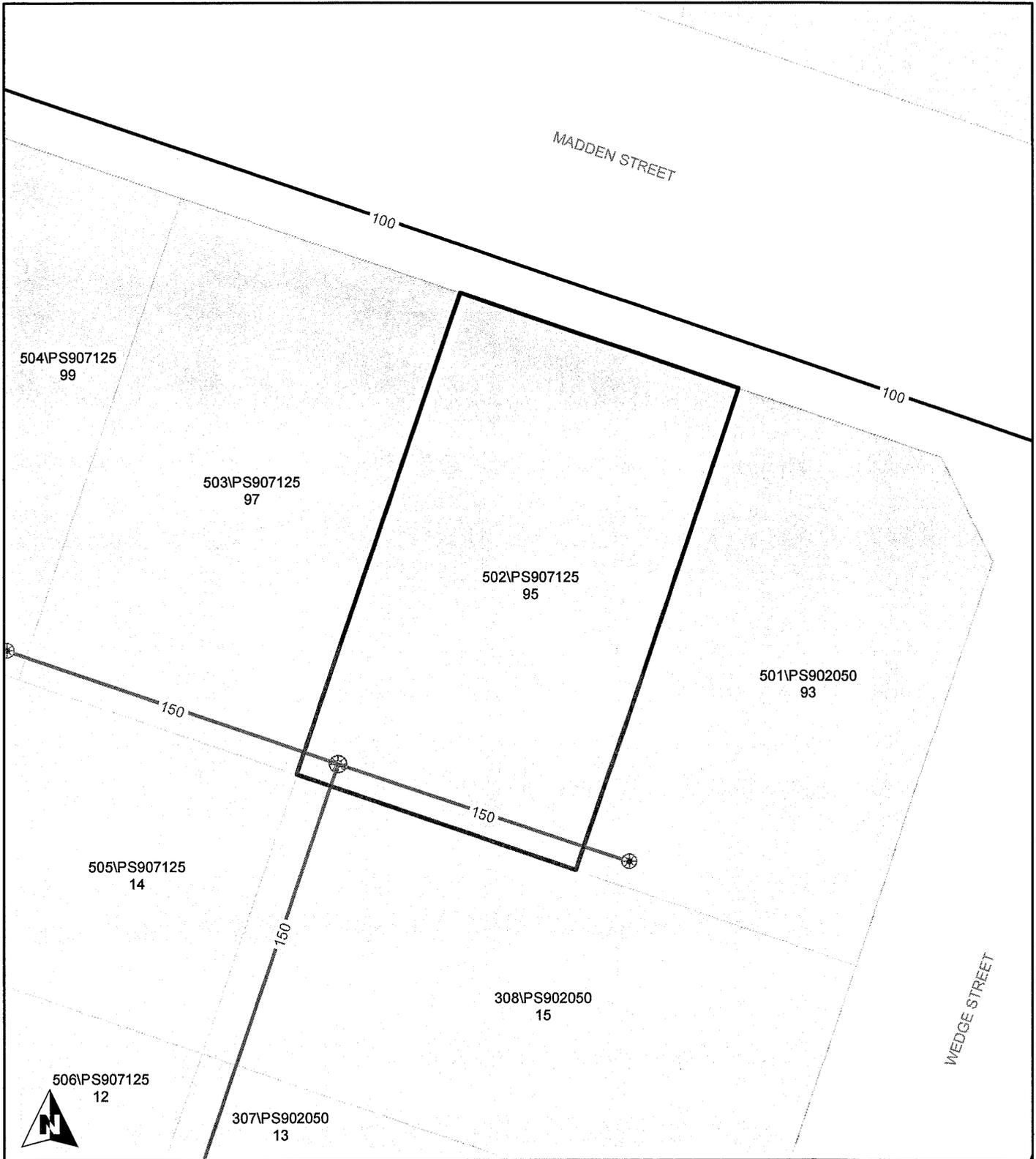
**Validity of the Information Statement:**

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

**95 Madden St Morwell**  
**Information Statement No: 170808**  
**Date Issued: 26/11/2025**



### 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 warrant or make any representation or warrant the accuracy, scale or completeness of information in this 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 information. Any persons using this information should make their own site investigation and accommodate their works accordingly.



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

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Rennicks Conveyancing Pty Ltd C/- Triconvey (Reseller)  
77 Castlereagh Street  
SYDNEY 2000  
AUSTRALIA

Client Reference: 215433

NO PROPOSALS. As at the 26th November 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

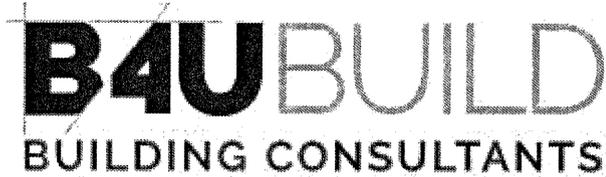
95 MADDEN STREET, MORWELL 3840  
CITY OF LATROBE

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

Date of issue: 26th November 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 78910716 - 78910716145142 '215433'



Unit 4/5 Rocla Road, Traralgon 3844  
PO Box 1781, Traralgon 3844  
Email: admin@b4ubuild.net.au  
Phone: 5176 5688

Application Number: 20240678

## FORM 2

Regulation 37(1)  
Building Act 1993  
Building Regulations 2018

**BUILDING PERMIT**  
**Building Permit No. BS-L 36361/4692219016691**  
**Issued: 10 October 2024**

### Issued to

Agent of Owner **Brett Szabo**  
ACN / ARBN  
Postal Address **16 Parkview Boulevard Morwell 3840**  
Email **bszabo.therangeestate@outlook.com**  
Address for serving or giving of documents: **16 Parkview Boulevard Morwell 3840**  
Contact Person **Brett Szabo**  
Telephone **0427 381 707**

### Ownership Details (if person issued with permit is not the owner)

Owner **Latrobe Valley Golf Driving Range Pty Ltd**  
ACN / ARBN  
Postal Address **16 Parkview Boulevard Morwell 3840**  
Email **bszabo.therangeestate@outlook.com**  
Contact Person **Latrobe Valley Golf Driving Range Pty Ltd**  
Telephone **0427 381 707**

### Property Details [include title details as and if applicable]

Number <b>95</b>	Street/Road <b>Madden Street</b>	Suburb <b>Morwell</b>	Postcode <b>3840</b>
Lot/s <b>502</b>	LP/PS <b>PS907125Y</b>	Volume <b>12541</b>	Folio <b>564</b>
Crown allotment	Section No	Parish	County

Municipal District **Latrobe City Council**

### Builder

Name **Brett Szabo**  
Address **16 Parkview Boulevard Morwell 3840**  
\*ACN/\*ARBN:  
Telephone **0427 381 707**  
Registration no: **DB-U 15602**

### Details of Domestic Building Work Insurance

The issuer or provider of the required insurance policy is: **VMIA**  
Insurance policy number : **C897163**  
Insurance policy date : **17/07/2024**

### Details of Relevant Planning Permit

Planning Permit No: **N/A** Date of grant of Planning Permit: **N/A**

### Building classification

Part of Building: **Refer to approved plans** BCA Classification: **1a(a)**

This builder is specified under section 24B of the **Building Act 1993** for the building work to be carried out under this permit

### Details of Building Practitioners and Architects

a) To be engaged in the building work

Name	Category/class	Registration Number
Brett Szabo	Domestic Builder - Unlimited	DB-U 15602

(b) Who were engaged to prepare documents forming part of the application for this permit

Name	Category/class	Registration Number
Matthew Franke	Draftsperson - Architectural	DP-AD 22394
Wayne Andrew Moore	Engineer - Civil	PE0002402

### Nature of Building Work

Description	<b>Construction of Dwelling &amp; Attached Garage</b>
Does the building work relate to a small second dwelling?	<b>No</b>
Storeys contains	<b>1</b>
Rise in storeys	<b>N/A</b>
Effective height	<b>N/A</b>
Type of construction	<b>N/A</b>
Version of BCA applicable to permit	<b>NCC 2022 Vol 2</b>
Stage of Building Work Permitted	<b>All</b>
Cost of Building Work	<b>\$335,000.00</b>
Total floor area of new building work	<b>261m<sup>2</sup></b>

### Building Details

Ownership:	<b>Private</b>
Allotment Area:	<b>559m<sup>2</sup></b>
BAL:	<b>12.5</b>
Floor Material:	<b>Concrete/Stone/Slate</b>
External Wall Material:	<b>Brick Veneer</b>
Frame Material:	<b>Timber</b>
Roof Cladding Material	<b>Steel</b>
No. of Existing Dwellings:	<b>0</b>
No. of Dwellings Demolished:	<b>0</b>
No. of New Dwellings	<b>1</b>

### Prescribed Reporting Authorities

The following bodies are Prescribed Reporting Authorities for the purposes of the application for this permit in relation to the matters set out below:

Reporting Authority	Matter Reported On Or Consented To	Regulation no
Latrobe City Council	Side or rear boundary setbacks	Regulation 79
Latrobe City Council	Property Information	Regulation 51(2)
Latrobe City Council	Legal Point of Discharge	LPOD

### Protection Work

Protection work is not required in relation to the building work proposed in this permit.

### Inspection Requirements

The mandatory inspection notification stages are:

1. **Inspection of Piers**
2. **Inspection of Pre-Slab**
3. **Inspection of Framework (Timber)**
4. **Final upon completion of all building work (Dwelling)**

**48 HOURS NOTICE IS REQUIRED FOR ALL INSPECTION BOOKINGS**



**Occupation or User of Building:** An occupancy permit is required prior to the occupation or use of this building.

If an occupancy permit is required, the permit is required for the of the building in relation to which the building work is carried out.

**Commencement and Completion**

**This building work must commence by 10 October 2025**

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

**This building work must be completed by 10 October 2026**

If the building work to which this building permit applies is not completed by this date this building permit will lapse, unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

**Relevant Building Surveyor**

Name: **Stephen Bond**

Address: **P.O Box 1781, Traralgon 3844**

Email: **admin@b4ubuild.net.au**

Building practitioner registration no.: **BS-L 36361**

Municipal district: **Latrobe City Council**

Permit no.: **BS-L 36361/4692219016691**

Date of issue of permit: **10 October 2024**

Signature:



**Notes:**

1. Pursuant to Regulation 41 of the Building Regulations 2018, the person in charge of the carrying out of building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans, specifications and documents are available for inspection at the allotment while the building work is in progress. The person must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor and the number and date of issue of this permit are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.
2. Pursuant to Regulation 42 of the Building Regulations 2018, an owner of a building or land for which a building permit has been issued must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units.
3. Domestic builders carrying out domestic building work forming part of this permit (where the contract price for that work is more than \$16,000) must be covered by an insurance policy as required under section 135 of the Building Act 1993.
4. Pursuant to Regulation 40 of the Building Regulations 2018, the applicant for this Building Permit must supply a copy of the Building Permit and one set of all related approved plans, specifications and documents to the person who is in charge, or is to be in charge, of the carrying out of the building work.
5. This building permit does not constitute an assessment for compliance with the Disability Discrimination Act 1992 (DDA). Requirements for persons with disabilities have been limited to the provisions of the Building Code of Australia (BCA) applicable at the time of application. It has been established that compliance with the BCA may not be sufficient to satisfy the DDA. If compliance with the DDA is to be established, separate advice must be sought from specialist consultants in the field.
6. This Building Permit must not be construed as an approval or endorsement relative to any other Act, regulation control or matter pertaining to the nature to which this relates. In particular, this permit shall not be taken to authorise any departure from approved documents or other matters that have been or are able to be the subject of other approval procedures pursuant to the Planning and Environment Act, Occupational Health and Safety Act, Disability Services Act, Heritage Act, Health Act, Dangerous Goods Act, Liquor Control Reform Act and any other relevant Acts.
7. If a Planning Permit is applicable to the works, consultation with Council's Planning Department shall occur to confirm acceptance of any minor changes from the endorsed planning permit and drawings. No work shall commence until all planning permit conditions containing requirements to be completed prior to work commencement have been satisfied. All conditions of the planning permit shall be complied with. All works shall be undertaken in strict accordance with relevant planning permits and the Planning and Environment Act and Regulations.
8. The applicant, landowner and builder must ensure that the building work allowed by this permit is located on the correct property, within that property's boundaries and clear of easement.
9. This permit is conditional upon the owner/builder nominated on this permit accepting full responsibility for his/her obligations under the Building Act 1993, the Building Regulation 2018 and the Domestic Building Contracts and Tribunal Act 1995.
10. It is not the responsibility of the relevant building surveyor to confirm compliance with any section 173 agreement, covenant, memorandum of common provisions or other restrictions on the land and by issuing this permit the relevant building surveyor does not warrant that the works authorised by this permit will comply with any section 173, covenant, memorandum of common provisions or other restriction on the land and the relevant building surveyor may be in breach of the Building Act or Building Regulations where he does refuse a permit on those grounds. The building owner is responsible to ensure that they comply with any of the above restrictions and an appropriately qualified person must be consulted by the owner to confirm that they comply with any of the above restrictions prior to the commencing construction. The relevant building surveyor accepts no responsibility for non-compliance with any section 173 agreements, covenants, memorandum of common provisions or other restrictions that may be applicable to the property.
11. Carry out all work in a sound workmanlike manner and according to the relevant codes and standards.
12. Request for inspections require 48 hours' notice and may be arranged by telephoning 5176-5688.
13. Prior to the commencement of any building works the owner / builder must ensure no part of the building is built over services. **Failure to contact "Dial before you dig" or any relevant service authorities, to ascertain if services are outside any registered easement** may leave you liable for cost incurred for damage to the underground infrastructure."
14. This permit does not remove or replace the need for an asset protection permit or equivalent approval that may be required from the relevant authority and a fee or bond that may be required to be paid to the relevant authority.
15. The documentation submitted to B4 U Build Building Consultants by the applicant (and/or their agents ) during the Building permit Application period has been assessed and approved pursuant to the prescriptive requirements of the National Construction Code (including any performance based alternative solutions ) Building Act 1993 and Building Regulation 2018.
16. In the event that the applicant (and/or their agents) deliberately alters the relevant information or makes significant changes to the Building Type, Structure, and / or Building Envelope without prior approval from B4 U Build Building Consultants will result in the Building Permit being cancelled and / or voided. B4 U Build Building Consultants will accept no responsibility or liability for the consequences of such action.
17. B4 U Build Building Consultants bears no responsibility where the Building Permit documentation is altered in any way without approval, or where the relevant documentation is not reproduced in full.
18. B4 U Build Building Consultants bears no liability for inadequate or poor workmanship.
19. The site shall be adequately fenced off during construction to prevent public access (Building Regulations 2018, regulation 116) and/or comply with the relevant Councils Local Law.

**Site Specific Conditions:****1. Bushfire**

- 1.1. In accordance with the NCC 2019 Volume Two part 3.7.4 and AS 3959 - 2009 (Amendments 1, 2 and 3) Construction of buildings in a bushfire-prone area, properties are required to have the appropriate bushfire attack level (BAL) assessed. Your building site has been assessed as per BAL rating in the building permit and construction will be required to conform with the above mentioned NCC 2019.

**2. Energy Efficiency**

- 2.1. The Energy Efficiency Rating required by NCC 2019 Volume Two part 3.12 is not less than 6 stars, for the thermal performance of the building PLUS (refer to NCC 2019 Volume Two Victorian Variation part 3.12.0(a)) either a rainwater tank connected to all sanitary flushing systems or a solar water heater system and the artificial lighting is to also comply with NCC 2019 Volume Two part 3.12.5.5.
- 2.2. Prior to the Occupancy Permit or a Certificate of Final Inspection being issued a statement from the builder is to be provided, stating all building works have been completed in accordance with the Energy Efficiency Report and Drawings. (Form has been attached for convenience).

**3. Fire Safety**

- 3.1. Install self-contained smoke alarms within the dwelling in accordance with NCC 2019 and AS 3786. Smoke alarms must be located in the hallway, adjacent to bedrooms on each storey and must also be connected to the mains power and to a battery backup power source and must be interconnected.

**4. Foundations**

- 4.1. Foundation material is to be examined on site to verify that it is of similar type and density to that identified by soil report.

**5. Framing**

- 5.1. Prior to frame inspection, copies of the following truss layouts and computations must be supplied to building surveyor.
- 5.2. All timber framing to comply with NCC 2019 Volume Two parts 3.4.0 and 3.4.3 plus AS 1684 (Part 2 – Amendments 1 +2 and part 4 – Amendments 1) - 2010 Residential timber-framed construction and AS 1720.1 – 2010 (Amendments 1 and 2) Timber structures - design methods.

**6. Glazing**

- 6.1. All glazing within the building shall conform to NCC 2019 Volume Two part 3.6 and AS 1288 – 2006 (Amendments 1 and 2) Glass in buildings – Selection and Installation.

**7. Health & Amenity**

- 7.1. Construction of shower and flashings in wet areas to comply with NCC 2019 Volume Two Part 3.8.1 and AS 3740 – 2010 (Amendments 1) Waterproofing of domestic wet areas. Particular attention to be given to waterproofing timber floors and floor to wall junctions in rooms where a bath or unenclosed shower is installed and in WC's and laundry. Certification from a suitable person will be required to ensure that wet areas have been waterproofed in accordance with the NCC 2019 BCA.
- 7.2. Mechanical exhaust fans must discharge directly to the outside air, by means of ducts open vents or similar.
- 7.3. Sanitary compartment doors are to open outwards, slide, or to be capable of being removed where the distance between the door and pan is less than 1.2 metres in accordance with NCC 2019.

**8. Masonry**

- 8.1. Articulation joints to masonry walls must be installed in accordance with NCC 2019.

**9. Roof and Wall Cladding**

- 9.1. Gutters and downpipes must be connected to an approved drainage system discharging to legal point of discharge. Downpipes are to be spaced at 12 metre maximum centres and within 1.2 metres of valley or (otherwise provision for overflow must be made in accordance with NCC.)

**10. Safe Movement & Access**

- 10.1. For protection of openable windows in bedrooms where the floor is 2m or more above the surface beneath and the opening of the window is less than 1.7m above the bedroom floor, then the opening must be restricted to an opening of 125mm to NCC 2019 Volume Two 3.9.2.5 for details.
- 10.2. Balustrades and handrails must be provided and constructed along the side of any stairway or ramp, balcony, verandah or the like where a change in level is greater than 1 metre occurs and so therefore a 125mm sphere cannot pass through the balustrades.
- 10.3. Treads and risers are to be constructed in accordance with NCC 2019 BCA Volume Two part 3.9.1. Minimum riser is 115mm and the maximum riser 190mm with minimum tread of 240mm and maximum tread is 355mm with the opening between treads a maximum of 125mm. Treads to have a slip-resistance finish or have a slip-resistance strip near the edge of the nosing (refer to table 3.9.1.1 for classification).

**11. Site Preparation**

- 11.1. Any site cuts that are to be provided on the site are to be graded to an angle of 45 degrees maximum and that self supports the existing ground to the satisfaction of the relevant building surveyor or otherwise provide an approved retaining wall promptly to the cut ground.
- 11.2. Ground around building is to be graded away at 50mm per 1 metre for the first metre in accordance with NCC 2019 Volume Two Part P2.2.1.

**12. Termite Management**

- 12.1. The building is in an area designated by the Council as likely to be subject to infestation by termites and the primary building elements shall be protected in accordance with NCC 2019 Volume Two part 3.1.3. It is the owner's responsibility to maintain further inspections for termite activity. - Durable notice to be fixed in meter box.

## ANNEXURE A

### APPROVED DOCUMENTS

<b>Project Description</b>	Construction of Dwelling & Attached Garage All
<b>Project Address</b>	95 Madden Street Morwell Vic 3840
<b>Reference Number</b>	20240678

Documents forming part of this Building Permit All approval are listed below.

A copy of the approved stamped plans are to be kept on site at all times and must be available for viewing by the Building Inspector at the time of mandatory inspection stages nominated by the Relevant Building Surveyor.

Architectural Plans Prepared by:	<b>Matthew Franke - Matthew Franke Building Design and Drafting</b>		
Dated:	<b>22 Jan 2024</b>	Drawing no:	<b>202338 Pg 1-5</b>
Engineering Plans Prepared by:	<b>W.A Moore &amp; Associates</b>		
Dated:	<b>20 Aug 2024</b>	Drawing no:	<b>24100 - S0-S3</b>
Engineers Certificate Of Compliance (126) Prepared by:	<b>Wayne Moore - W.A. Moore &amp; Associates</b>		
Dated:	<b>20 Aug 2024</b>	Drawing no:	<b>N/A</b>
Soil Report Prepared by:	<b>W.A Moore &amp; Associates</b>		
Dated:	<b>01 Aug 2024</b>	Drawing no:	<b>24100 - Pg 1-4</b>
BAL Assessment Report Prepared by:	<b>Matthew Franke Building Design and Drafting</b>		
Dated:	<b>10 Oct 2024</b>	Drawing no:	<b>N/A</b>
Energy Report & Endorsed Plans Prepared by:	<b>IRate Energy Pty Ltd</b>		
Dated:	<b>01 Jul 2024</b>	Drawing no:	<b>N/A</b>

## ANNEXURE B

### CERTIFICATES AT COMPLETION

<b>Project Description</b>	Construction of Dwelling & Attached Garage
<b>Project Address</b>	95 Madden Street Morwell Vic 3840
<b>Reference Number</b>	20240678

**The certificates or statements which are required prior to the Issue of the Occupancy Permit are:**

1. Provide Form 15 - Application for Occupancy Permit.
2. Provide a non-prescribed electrical certificate from a registered electrician showing compliance with all relevant codes and Australian Standards.
3. Provide a prescribed electrical certificate from a registered electrician showing compliance with all relevant codes and Australian Standards.
4. Provide written confirmation that the Energy Efficiency Report has been complied with.
5. Confirmation that the External Cladding has been installed as per the manufacturers specifications.
6. Glazing certificate from the manufacturer stating all glazing (glass) has been installed in accordance with AS1288 & AS2047.
7. Provide plumbers compliance certificate for roofing.
8. Provide plumbers compliance certificate for gas fit off.
9. Provide plumbers compliance certificate for drainage.
10. Provide plumbers compliance certificate for fit-off/rough in.
11. Part A from licenced termite applicator in accordance with AS3660.
12. Part B from licenced termite applicator in accordance with AS3660.
13. Provide a waterproofing certificate as per AS3740.

Application Number: 20240678

**FORM 16**  
Regulation 192  
**Building Act 1993**  
Building Regulations 2018  
**OCCUPANCY PERMIT**

**Property Details**

Number: **95** Street/Road: **Madden Street** Suburb: **Morwell** Postcode: **3840**  
Lot/s: **502** LP/PS: **PS907125Y** Volume: **12541** Folio: **564**  
Crown: allotment Section: No Parish: County:  
Municipal District: **Latrobe City Council**

**Building permit details**

Building permit number: **BS-L 36361/4692219016691**  
Version of BCA applicable to building permit: **NCC 2022 Vol 2**

**Building Details**

Part of building to which permit applies: **Refer to approved plans**  
Permitted use: **Residential**  
BCA Class of building: **1a(a)**  
Maximum permissible floor live load: **1.5kPa**  
Maximum number of people to be accommodated: **N/A**

Storeys contained: **1** Rise in storeys (for Class 2-9 buildings): **N/A**  
Effective height: **N/A** Type of construction: **N/A**

Nature of Building Work: **Construction of Dwelling & Attached Garage**

**Reporting authorities**

The following bodies are reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Reporting Authority	Matter reported on or consented to	Relevant regulation no.
Latrobe City Council	Side or rear boundary setbacks	Regulation 79
Latrobe City Council	Property Information	Regulation 51(2)
Latrobe City Council	Legal Point of Discharge	LPOD

**Suitability for occupation**

At the date this occupancy permit is issued, the Dwelling to which this permit applies is suitable for occupation.

**Relevant building surveyor**

Name: **Stephen Bond**  
Address: **P.O Box 1781, Traralgon 3844**  
Email: **admin@b4ubuild.net.au**  
Building practitioner registration no.: **BS-L 36361**  
Municipal district name: **Latrobe City Council**  
Occupancy Permit no. **BS-L 36361/4692219016691**  
Date of issue: **16 December 2025**  
Date of final inspection **15 December 2025**  
Signature: 

# Domestic Building Insurance

## Certificate of Insurance

**Latrobe Valley Golf Driving Range P/L**  
63 Ellavale Drive  
TRARALGON EAST VICTORIA 3844  
AUSTRALIA 3844

Policy Number:  
**C897163**

Policy Inception Date:  
**17/07/2024**

Builder Account Number:  
**591760**

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

### Policy Schedule Details

Domestic Building Work: **C01: New Single Dwelling Construction**

At the property: **95 Madden St MORWELL VIC 3840 Australia**

Carried out by the builder: **BRETT SZABO**

Builder ABN: **66970634019**

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

For the building owner(s): **Latrobe Valley Golf Driving Range P/L**

Pursuant to a domestic building contract dated: **15/07/2024**

For the contract price of: **\$ 335,000.00**

Type of Cover: **Cover is only provided if BRETT SZABO has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order \***

The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses \***

The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy\***

### PLEASE CHECK

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

### IMPORTANT

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

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



Scan the QR code with your phone's camera to check the details on this policy are correct.

Alternatively, visit <https://www.buildvic.vic.gov.au/ClaimsPortal/s/verify-certificate> and enter your policy number to check the details on this policy are correct.

### Period of Cover

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

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

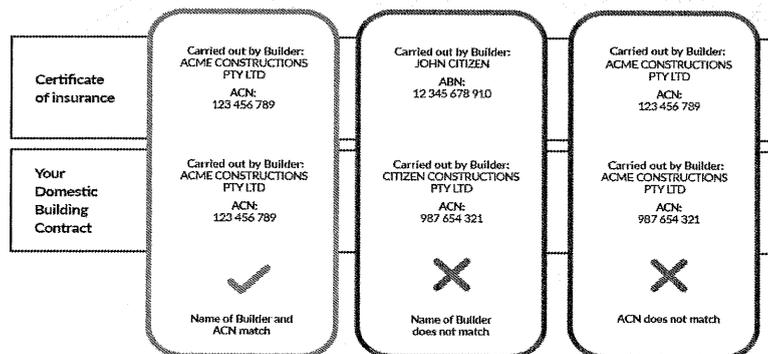
Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the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

Issued by Victorian Managed Insurance Authority (VMIA)

### Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	<b>\$2,471.00</b>
GST:	<b>\$247.10</b>
Stamp Duty:	<b>\$244.63</b>
<b>Total:</b>	<b>\$2,962.73</b>

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





S SZABO FAMILY TRUST  
21 PARKVIEW BLVD  
MORWELL VIC 3840

Our reference: 7161077641388

Phone: **13 28 66**

18 July 2025

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

<b>Notice number</b>	2411099519328
<b>Vendor name</b>	LATROBE VALLEY GOLF DRIVING RANGE PTY. LTD. S SZABO FAMILY TRUST
<b>Clearance Certificate Period</b>	1 June 2025 to 17 July 2026

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours faithfully,  
**Emma Rosenzweig**  
Deputy Commissioner of Taxation

### Need help?

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](https://ato.gov.au/FRCGW)

### Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

1203768

## APPLICANT'S NAME & ADDRESS

RENNICKS CONVEYANCING PTY LTD C/- TRICONVEY  
(RESELLER) C/- LANDATA

MELBOURNE

## VENDOR

LATROBE VALLEY GOLF DRIVING  
RANGE PTY. LTD.

## PURCHASER

NOT KNOWN, NOT KNOWN

## REFERENCE

215433

This certificate is issued for:

LOT 502 PLAN PS907125 ALSO KNOWN AS 95 MADDEN STREET MORWELL  
LATROBE CITY

The land is covered by the:

LATROBE PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 3
- is within a DEVELOPMENT PLAN OVERLAY - SCHEDULE 5

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

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

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

26 November 2025

**Sonya Kilkeny**  
Minister for Planning

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

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

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

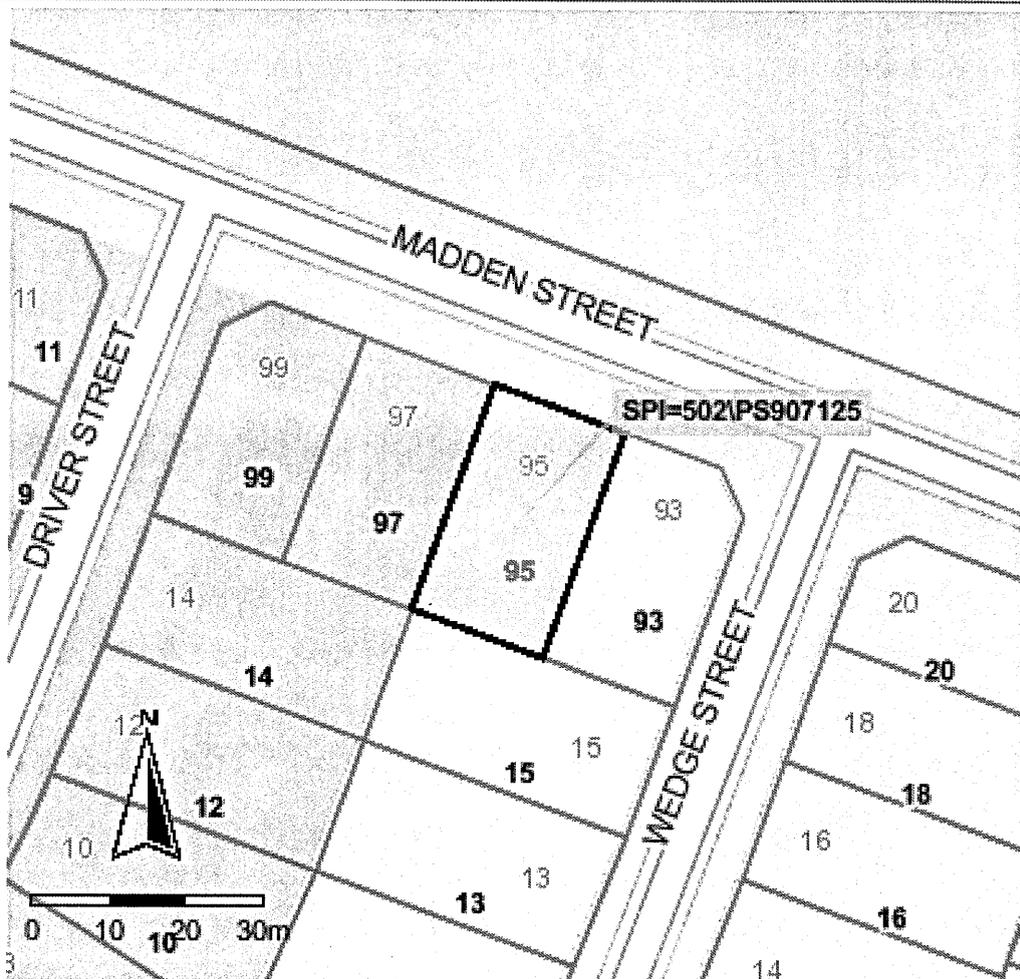
LANDATA®  
T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

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

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

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

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



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### Choose the authoritative Planning Certificate

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

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

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

### Privacy Statement

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

# PROPERTY REPORT



Energy,  
Environment  
and Climate Action

Created at 07 January 2025 02:05 PM

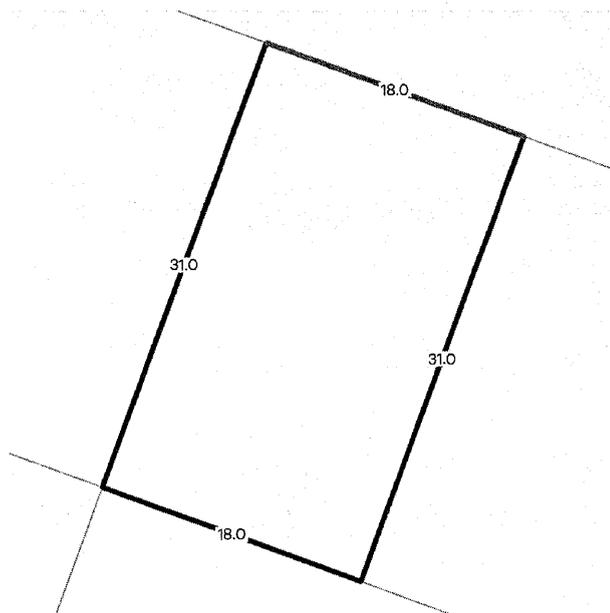
## PROPERTY DETAILS

Address: **95 MADDEN STREET MORWELL 3840**  
Lot and Plan Number: **Lot 502 PS907125**  
Standard Parcel Identifier (SPI): **502\PS907125**  
Local Government Area (Council): **LATROBE**  
Council Property Number: **64682**  
Directory Reference: **Vicroads 698 J5**

[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:** 557 sq. m

**Perimeter:** 98 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>

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

PROPERTY REPORT: 95 MADDEN STREET MORWELL 3840

Page 1 of 2

## Area Map



From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 07 January 2026 02:05 PM

## PROPERTY DETAILS

Address: **95 MADDEN STREET MORWELL 3840**  
Lot and Plan Number: **Lot 502 PS907125**  
Standard Parcel Identifier (SPI): **502\PS907125**  
Local Government Area (Council): **LATROBE**  
Council Property Number: **64682**  
Planning Scheme: **Latrobe**  
Directory Reference: **Vicroads 698 J5**

[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

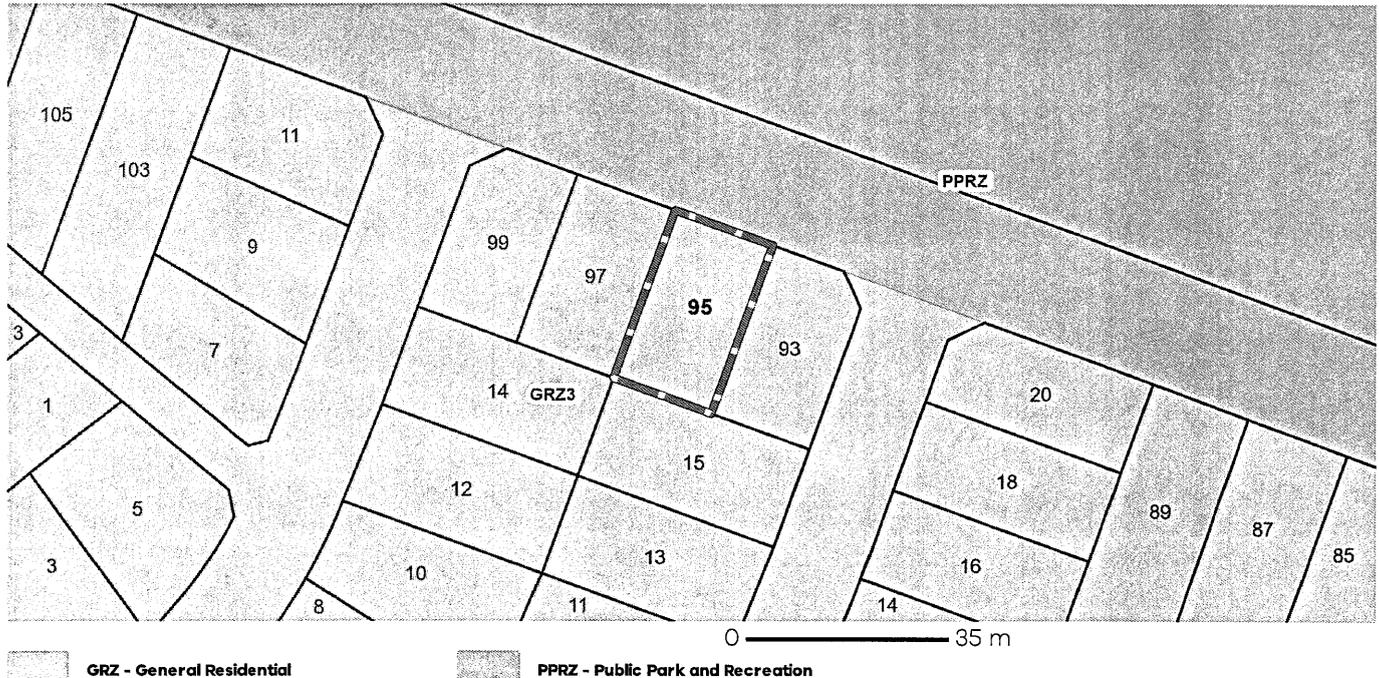
Legislative Council: **EASTERN VICTORIA**  
Legislative Assembly: **MORWELL**  
**OTHER**  
Registered Aboriginal Party: **Gunaikurnai Land and Waters  
Aboriginal Corporation**  
Fire Authority: **Fire Rescue Victoria & Country  
Fire Authority**

[View location in VicPlan](#)

## Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 3 (GRZ3)



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

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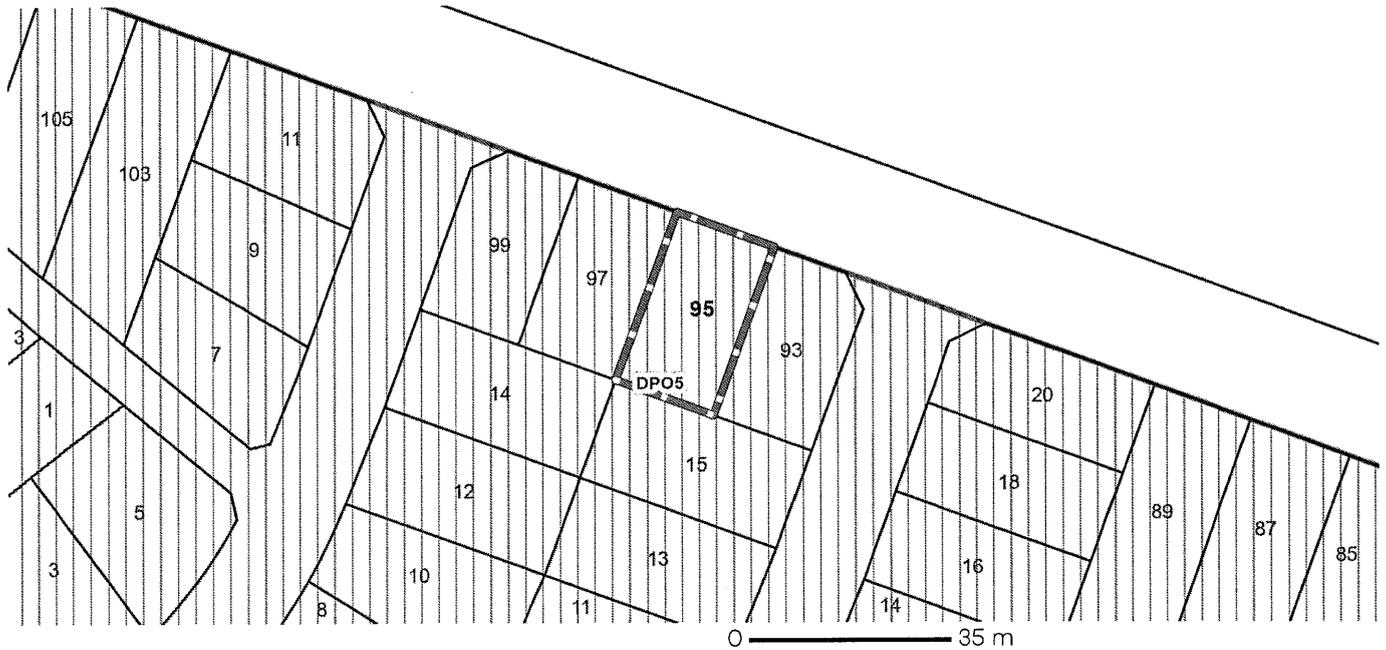
**Disclaimer:** This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.  
Read the full disclaimer at <https://www.vic.gov.au/disclaimer>

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

## Planning Overlays

### DEVELOPMENT PLAN OVERLAY (DPO)

#### DEVELOPMENT PLAN OVERLAY - SCHEDULE 5 (DPO5)



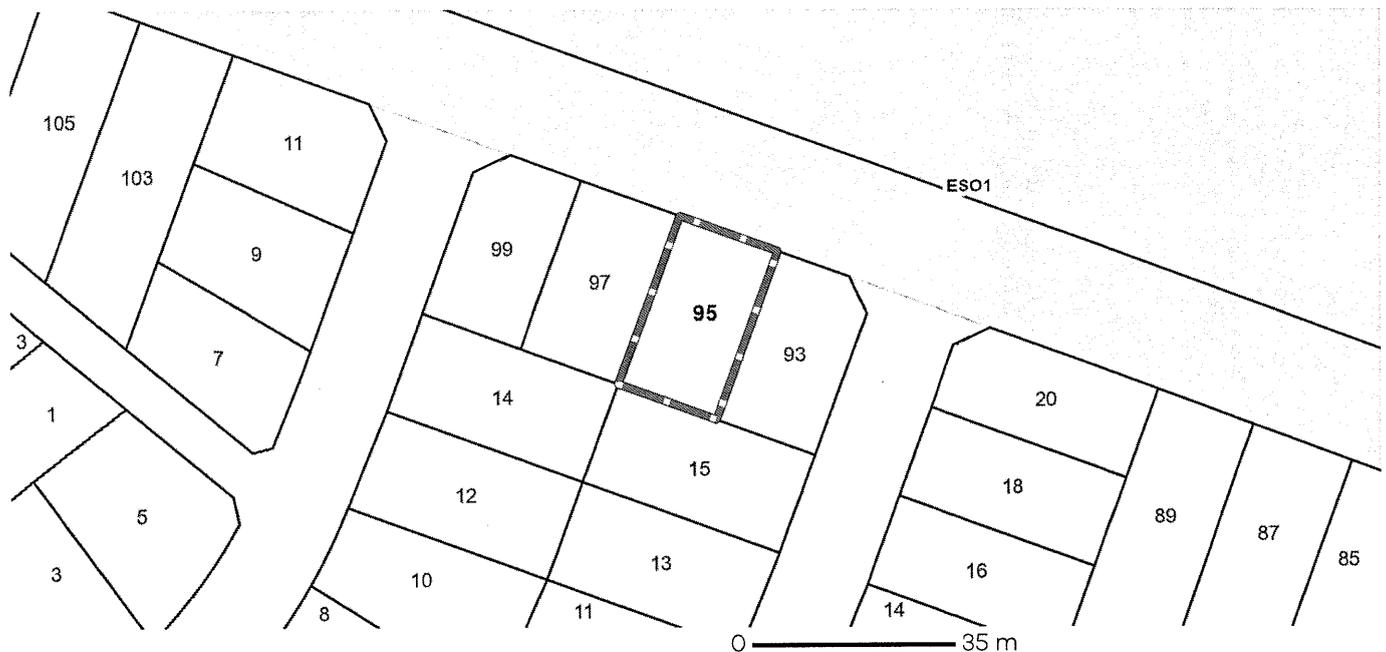
**DPO - Development Plan Overlay**

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

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

### ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)



**ESO - Environmental Significance Overlay**

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

## Further Planning Information

Planning scheme data last updated on 22 December 2025.

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

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

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

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

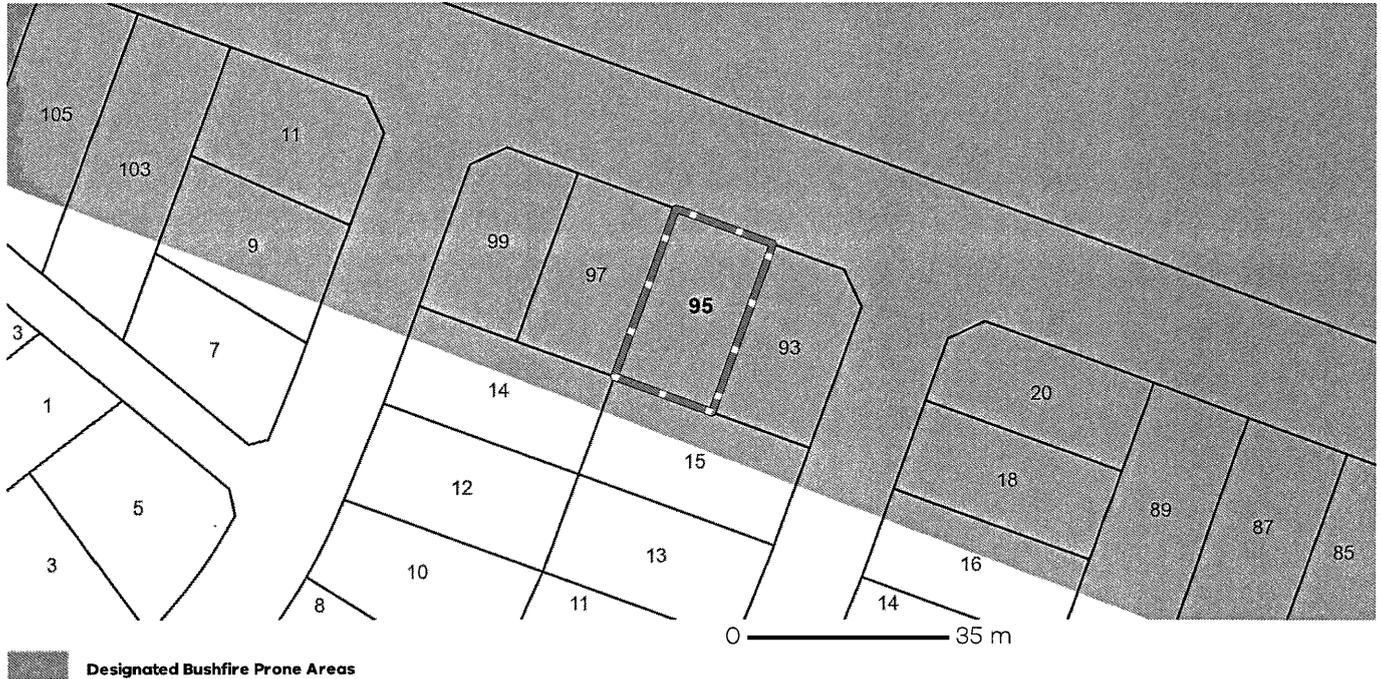
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

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

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

# 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.

DATED

2026

**LATROBE VALLEY GOLF DRIVING RANGE PTY. LTD. ACN 007074179 AS TRUSTEE FOR THE  
S SZABO FAMILY TRUST**

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**VENDOR STATEMENT**

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**Property: 95 Madden Street, Morwell VIC 3840**

Rennicks Conveyancing Pty Ltd  
Licensed Conveyancer  
217 Commercial Road  
MORWELL VIC 3840  
Tel: (03) 5135 3177  
PO Box 215, Morwell VIC 3840  
Ref: SH:BH:00110753