

# Vendor Statement

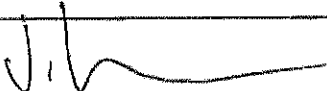
The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act 1962*.

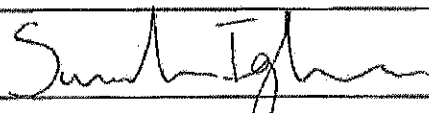
This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

<b>Land</b>	23A Jackman Court, Golden Square 3555
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<b>Vendor's name</b>	James William Ludeman	<b>Date</b>	9/12/21
<b>Vendor's signature</b>			

<b>Vendor's name</b>	Sarah Patricia Ludeman	<b>Date</b>	09/12/2021
<b>Vendor's signature</b>			

<b>Purchaser's name</b>		<b>Date</b>	/ /
<b>Purchaser's signature</b>			

<b>Purchaser's name</b>		<b>Date</b>	/ /
<b>Purchaser's signature</b>			

## 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	
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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.

## 2. INSURANCE

### 2.1 Damage and Destruction

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

Not Applicable.

### 2.2 Owner Builder

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

Not Applicable.

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

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

### 3.2 Road Access

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

### 3.3 Designated Bushfire Prone Area

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

3.4 **Planning Scheme**

Attached is a certificate with the required specified information.

**4. NOTICES**

4.1 **Notice, Order, Declaration, Report or Recommendation**

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

Not Applicable.

4.2 **Agricultural Chemicals**

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

Nil.
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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.
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**5. BUILDING PERMITS**

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

Not Applicable.

**6. OWNERS CORPORATION**

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

Not Applicable.

**7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")**

Not applicable.

**8. SERVICES**

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

Electricity supply <input checked="" type="checkbox"/>	Gas supply <input checked="" type="checkbox"/>	Water supply <input checked="" type="checkbox"/>	Sewerage <input checked="" type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
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**9. TITLE**

Attached are copies of the following documents:

9.1 (a) **Registered Title**

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

**10. SUBDIVISION**

**10.1 Unregistered Subdivision**

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

Not Applicable.

**10.2 Staged Subdivision**

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

Not Applicable.

**10.3 Further Plan of Subdivision**

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

Not Applicable.

**11. DISCLOSURE OF ENERGY INFORMATION**

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

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

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

Not Applicable.

**12. DUE DILIGENCE CHECKLIST**

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

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

**13. ATTACHMENTS**

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

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

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

# 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.

(04/10/2016)

# PROPERTY REPORT



Environment,  
Land, Water  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 01 December 2021 11:52 AM

## PROPERTY DETAILS

Address: **23A JACKMAN COURT GOLDEN SQUARE 3555**  
Lot and Plan Number: **Lot 2 PS844217**  
Standard Parcel Identifier (SPI): **2\PS844217**  
Local Government Area (Council): **GREATER BENDIGO**  
Council Property Number: **254654**  
Directory Reference: **Vicroads 606 K9**

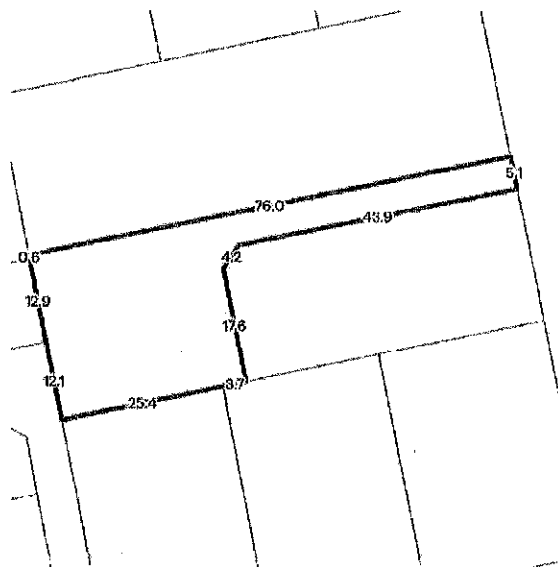
[www.bendigo.vic.gov.au](http://www.bendigo.vic.gov.au)

**This property is in a designated bushfire prone area.  
Special bushfire construction requirements apply. Planning provisions may apply.**

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>

## SITE DIMENSIONS

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



**Area:** 987 sq. m

**Perimeter:** 202 m

For this property:

— Site boundaries

— Road frontages

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

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

For more accurate dimensions get copy of plan at [Title and Property Certificates](#)

## UTILITIES

Rural Water Corporation: **Goulburn-Murray Water**  
Urban Water Corporation: **Coliban Water**  
Melbourne Water: **Outside drainage boundary**  
Power Distributor: **POWERCOR**

## STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**  
Legislative Assembly: **BENDIGO WEST**

## PLANNING INFORMATION

**Planning Zone:** [GENERAL RESIDENTIAL ZONE \(GRZ\)](#)  
[SCHEDULE TO THE GENERAL RESIDENTIAL ZONE \(GRZ\)](#)  
**Planning Overlay:** [BUSHFIRE MANAGEMENT OVERLAY \(BMO\)](#)  
[BUSHFIRE MANAGEMENT OVERLAY - SCHEDULE 1 \(BMO1\)](#)

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# PROPERTY REPORT



Environment,  
Land, Water  
and Planning

Planning scheme data last updated on 24 November 2021.

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>

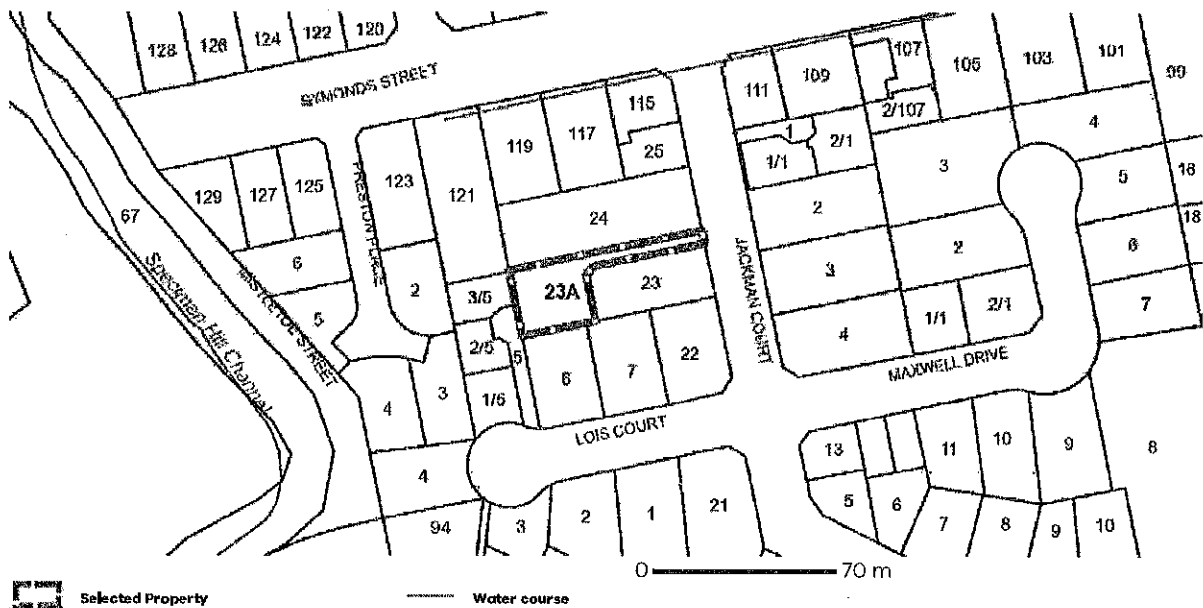
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For details of surrounding properties, use this service to get the Reports for properties of interest.

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

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

## Area Map



# PLANNING PROPERTY REPORT



Environment,  
Land, Water  
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Standard Parcel Identifier (SPI): **2\PS844217**

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Council Property Number: **254654**

Planning Scheme: **Greater Bendigo** [Planning Scheme - Greater Bendigo](#)

Directory Reference: **Vicroads 606 K9**

## UTILITIES

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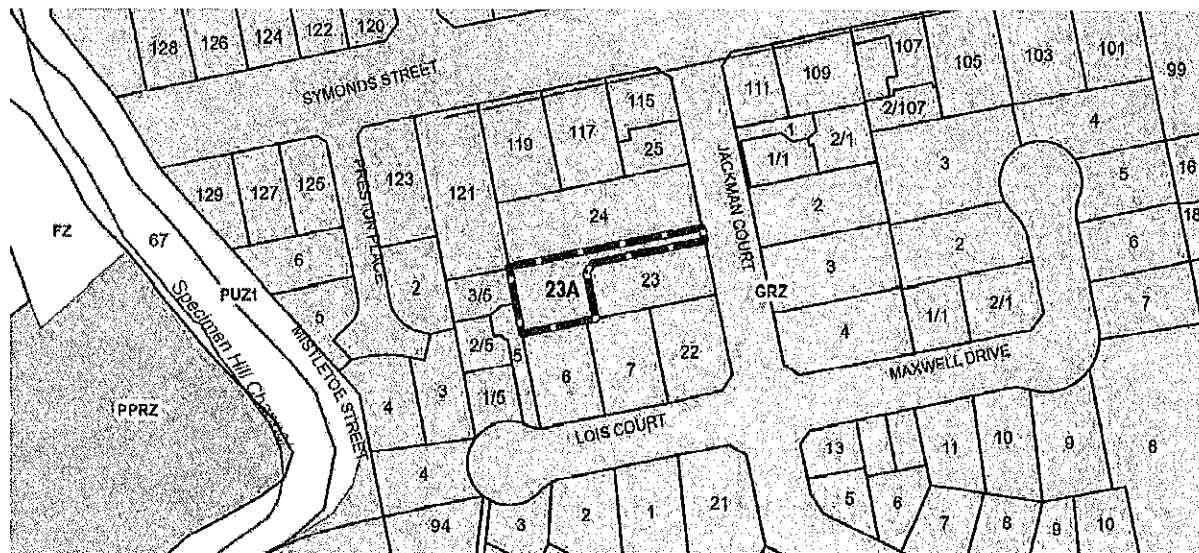
## OTHER

Registered Aboriginal Party: **Dja Dja Wurrung Clans Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)  
[SCHEDULE TO THE GENERAL RESIDENTIAL ZONE \(GRZ\)](#)



FZ - Farming
  GRZ - General Residential
  PPRZ - Public Park and Recreation

PUZ1 - Public Use-Service and Utility
  Water course

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

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# PLANNING PROPERTY REPORT

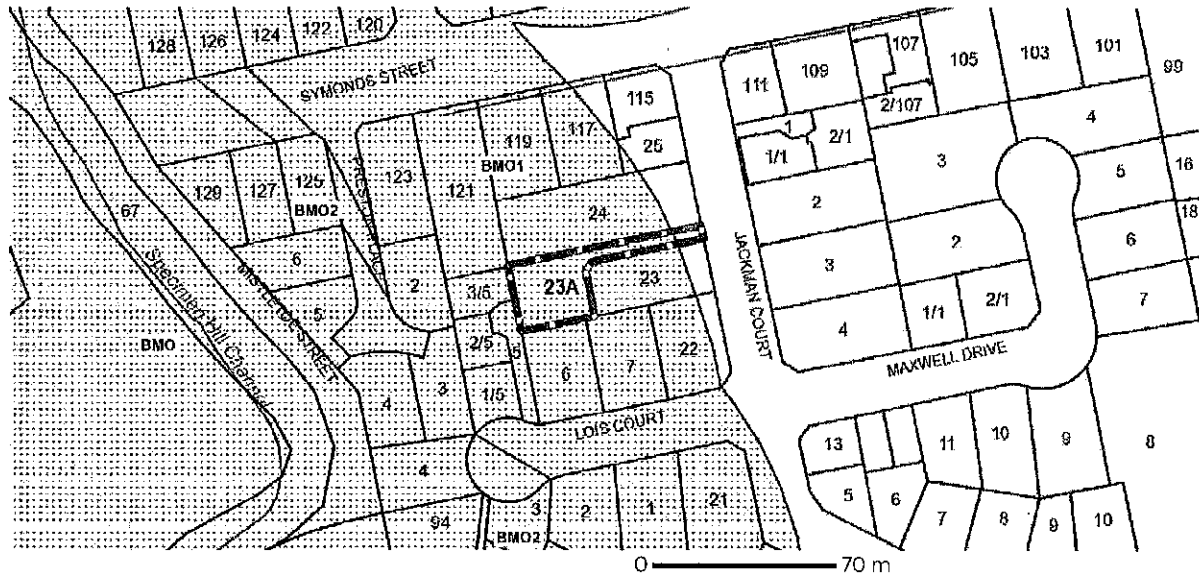


Environment,  
Land, Water  
and Planning

## Planning Overlays

### BUSHFIRE MANAGEMENT OVERLAY (BMO)

#### BUSHFIRE MANAGEMENT OVERLAY - SCHEDULE 1 (BMO1)



BMO - Bushfire Management

Water course

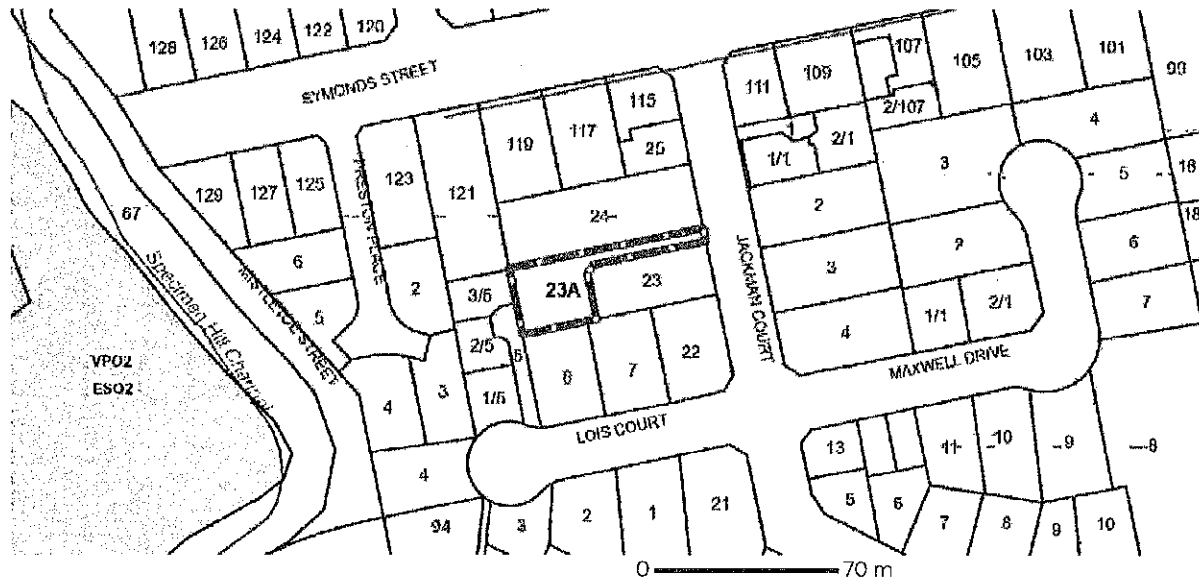
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

#### ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

#### VEGETATION PROTECTION OVERLAY (VPO)



ESO - Environmental Significance

VPO - Vegetation Protection

Water course

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

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## Further Planning Information

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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>

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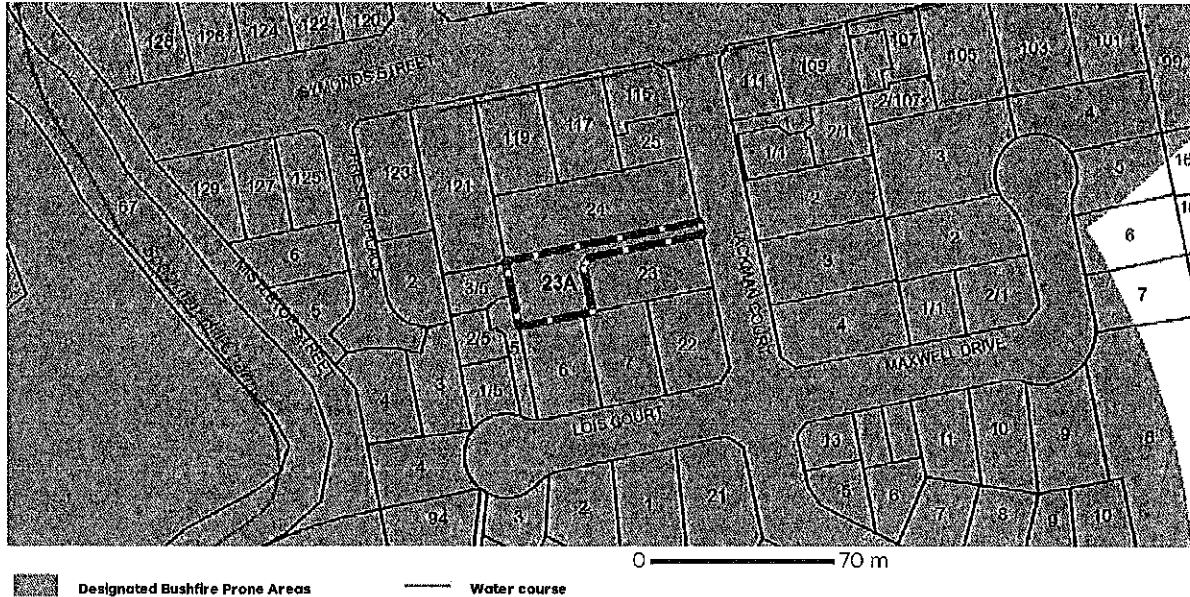
# PLANNING PROPERTY REPORT



Environment,  
Land, Water  
and Planning

## Designated Bushfire Prone Areas

This property is in a designated bushfire prone area.  
Special bushfire construction requirements apply. Planning provisions may apply.



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

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

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>.

Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>.

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>.

## Native Vegetation

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

To help identify native vegetation on his property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](#) or please contact your relevant council.

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

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## HISTORIC MINING ACTIVITY Form No. 692

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01 December, 2021

**Property Information:**

Address: 23A JACKMAN COURT GOLDEN SQUARE 3555

**It is advised that:**

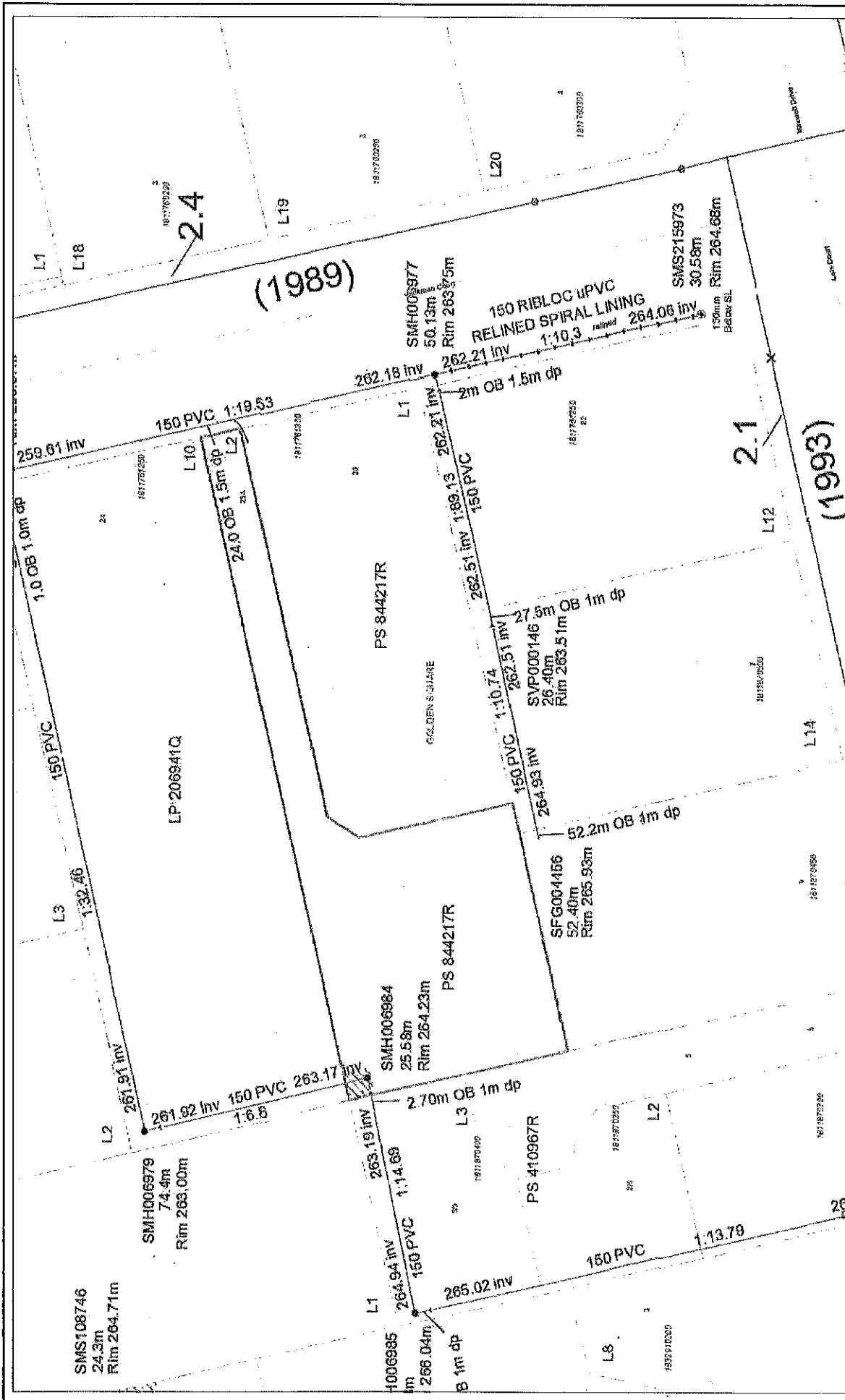
Our records do not indicate the existence of any mining activity on or under this site, but the site is within an area of past prospecting or mining activity. Note that there may be unrecorded mine workings present. (3)

NOTE: Historic Mining activity information is provided from plans and records that may be incomplete and may not be entirely free from errors. It is provided for information only and should not be relied upon as definitive of the status of any area of land. It is provided on the basis that all persons accessing it undertake responsibility for assessing the relevance and accuracy of its content. The State of Victoria and its officers, agents or employees do not guarantee that the work is without flaw of any kind or is wholly appropriate for your particular purposes and therefore disclaims all liability for any error, loss or other consequence which may arise from you relying on any information in this work.

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**For queries, contact:**

Department of Jobs, Precincts and Regions  
E-mail: [gsv\\_info@ecodev.vic.gov.au](mailto:gsv_info@ecodev.vic.gov.au)



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 Coliban Water makes no representation or warranty regarding the accuracy or completeness of the information provided. The information is provided for your information only and Coliban Water is not responsible for any omissions or inaccuracies that may exist, and disclaims all liability for any loss or damage arising from the use of the information. The information is provided on the basis that it is not to be relied upon for any purpose other than that intended by any negligence on the part of Coliban Water or its employees.

Coliban Region Water Corporation

23A JACKMAN COURT GOLDEN SQUARE 3555

City of Greater Bendigo  
 PO Box 733, Bendigo VIC 3552  
 ABN 74 179 638 164



# Rates and valuation notice

For the period 1 July, 2021 to 30 June, 2022

00001

Internal use only

J W Ludeman and S P Ludeman  
 PO Box 368  
 EAGLEHAWK VIC 3556



## Tax invoice

Assessment no. 207001 9

Date of issue 29 July 2021

## Rate enquiries

8.30am to 5pm, Monday to Friday  
 Website [www.bendigo.vic.gov.au/rates](http://www.bendigo.vic.gov.au/rates)  
 Email [ratesenquiries@bendigo.vic.gov.au](mailto:ratesenquiries@bendigo.vic.gov.au)  
 Phone (03) 5434 6000



Property 23A Jackman Court, GOLDEN SQUARE 3555

Legal description Lot 2 PS 844217R

Valued as at	01/01/2021	Total GST	\$0.00
Capital Improved Value	\$204,000	Date declared	24/06/2021
Site value	\$204,000	Notice issued	29/07/2021
Net Annual Value	\$10,200	FSP Classification	Residential
		AVPCC	100

Particulars of rates/charges	Charges	Rateable value	Amount
Vacant Land Rate	0.00471868	204,000	\$962.60
Victorian Fire Services Levy - Residential	\$114 + (0.000059 x \$204,000)		\$126.00
Early Payment Discount			-\$14.45

### OPTION 1

Pay in FULL by 15 Feb, 2022. **\$1,088.60**

### OPTION 2

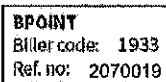
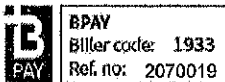
Pay in FULL EARLY by 30 Sep, 2021 and receive a 1.5% discount. **\$1,074.15**

### OPTION 3

Pay FOUR INSTALMENTS. First instalment by 30 Sep, 2021. **\$272.00**

To qualify for instalments, the first must be paid in full and on time.

Second by 30 Nov, 2021 \$272.00  
 Third by 28 Feb, 2022 \$272.00  
 Fourth by 31 May, 2022 \$272.00



BPAY this payment via internet or phone banking  
 BPAY View<sup>®</sup> View and pay this bill using internet banking.  
 BPAY View Registration No. 2070019

Total Rate \*360 002070019  
 Biller code: 0360 Ref. no: 2070 019  
 Pay in store at Australia Post, phone 13 18 16 or go to [www.postbillpay.com.au](http://www.postbillpay.com.au)

## eRates

Register to receive notices via email visit [erates.bendigo.vic.gov.au](http://erates.bendigo.vic.gov.au)

S000001Q01 000001 #80166



Bendigo and Adelaide Bank Limited, The Bendigo Centre, Bendigo, VIC

Ratepayer's name: J W Ludeman and S P Ludeman  
 Property: 23A Jackman Court, GOLDEN SQUARE 3555  
 Assessment no: 207001 9

Internal use only



Do not pin or staple cheques to deposit slip

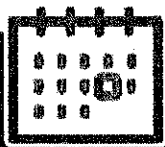
Payment option 1 by 15/02/2022: \$1,088.60  
 Payment option 2 by 30/09/2021: \$1,074.15  
 Payment option 3 by 30/09/2021: \$272.00

Teller's stamp and initials	Name		
	<input type="text"/>		
No. of cheques	Paid In by (signature)		
	<input type="text"/>		
Drawer	Bank	Branch	
<input type="text"/>	<input type="text"/>	<input type="text"/>	

TELLER USE
\$100
\$50
\$20
\$10
\$5
TOTAL \$

Date	<input type="text"/>
Notes	<input type="text"/>
Coins	<input type="text"/>
Cheques	<input type="text"/>
TOTAL \$	<input type="text"/>

For CREDIT of CITY OF GREATER BENDIGO RATE NOTICE



Regular fortnightly or monthly payments can make it easier to manage your rates.

See payment methods below.

## WHEN TO PAY

### Option 1 - Paying in full

Lump sum payment made by 15 February, 2022.

### Option 2 - Paying in full with discount of 1.5 per cent

Lump sum payment made by 30 September, 2021.

### Option 3 - Paying by four instalments

Four instalment amounts paid by the dates listed on the front page of this notice.

Payments received after 30 September, 2021 are accepted as part payments with the full balance to be paid by 15 February, 2022.

### Direct Debit is available for all payment options including fortnightly and monthly arrangements

For a direct debit application form visit our website [www.bendigo.vic.gov.au/rates](http://www.bendigo.vic.gov.au/rates).

### Payment arrangements

Consider setting up regular payments to help manage your rates. See our direct debit options or use any other payment method.

Contact our customer support staff as soon as possible to discuss a payment arrangement or visit our website [www.bendigo.vic.gov.au/rates](http://www.bendigo.vic.gov.au/rates) and complete the Payment Arrangements and Deferrals Form.

### Interest penalties for late payments

Penalty interest is calculated from the date when each instalment was due, regardless of whether or not the ratepayer has chosen to pay by the instalment or lump sum option. Interest is charged at 10 per cent per annum.

### Payment Allocation

All payments will be credited in the following order: 1 Legal Costs; 2 Interest; 3 Arrears; 4 Current Rates, Charges and FSPL.

### Arrears

Arrears outstanding continue to accrue interest until paid in full. Service of this notice does not cancel any existing arrangement for payment of arrears or waive the right of the City to proceed to legal action.

### Free SMS Reminders

#### To receive free SMS reminders for paying in full

SMS the word **FULL**, followed by the BPAY Ref number on the front of this notice, to 0459 273 853  
e.g. FULL 1234567

#### To receive free SMS reminders for paying by instalments

SMS the word **FOUR**, followed by the BPAY Ref number on the front of this notice, to 0459 273 853  
e.g. FOUR 1234567

- You will receive an automated acknowledgement of registration
- This reminder will remain in place until you cancel it by replying **STOP** to any text message
- SMS reminder will be sent even if a payment has been made
- SMS reminder is not available for the early discount payment option

### Pension Concessions

If you are a pensioner with a current concession card issued by Centrelink or the Department of Veteran Affairs, you may be eligible for a rebate on your principal place of residence.

Applications can be made online by visiting our website [www.bendigo.vic.gov.au/rates](http://www.bendigo.vic.gov.au/rates) or contact Customer Support.

### Rate Capping

Council has complied with the Victorian Government's rates cap of 1.5 per cent. The cap applies to the average annual increase of rates and charges.

The rates and charges for your property may have increased or decreased by a different percentage for the following reasons:

- The valuation of your property relative to the valuation of other properties in the municipal district.
- The application of any differential rate by council.
- The inclusion of other rates and charges not covered by the Victorian Government's rates cap.

### Fire Services Property Levy

An owner of the land may apply for a waiver, deferral or concession in respect of the leviable land under Section 27 of the Fire Services Property Levy Act 2017 for rateable land and Section 28 for non-rateable residential land.

### Notice of Valuation

The property described on the front of this Notice has been valued as at 1 January, 2021 using the Capital Improved Value which is the total market value of the land plus buildings and improvements. The valuations shown on this notice may be used by other authorities for the purpose of a tax or rate.

### Objection to valuation

Objections to the Valuation may be lodged within two months of the date of issue of the notice. Objections must be submitted via the on-line portal by visiting <https://ratingvaluationobjections.vic.gov.au/>

### Appeal against rates

If you are concerned by the City's decision to classify or not to classify your land with a Differential Rate, you may make a submission to council in writing. If you are not satisfied with our determination, Section 183 of the LGA provides for an application to VCAT for a review of the decision.

### Privacy Statement

The City has collected the personal information on this form for the purpose of carrying out its functions of the LGA. Personal information may be passed into contractors where a relevant Council service is outsourced. This information will not be disclosed except as required by law and in particular, will not be disclosed to others for marketing purposes.

### Update your address

Correction to your personal information can be made by visiting our website [www.bendigo.vic.gov.au/rates](http://www.bendigo.vic.gov.au/rates)

### Glossary

City - City of Greater Bendigo

LGA - Local Government Act 1989

FSPL - Fire Services Property Levy

VCAT - Victorian Civil and Administrative Tribunal

AVPCC - Australian Valuation Property Classification Code

## CONTACT CUSTOMER SUPPORT

WEBSITE: [www.bendigo.vic.gov.au/rates](http://www.bendigo.vic.gov.au/rates)

EMAIL: [ratesenquiries@bendigo.vic.gov.au](mailto:ratesenquiries@bendigo.vic.gov.au)

PHONE: (03) 5434 6000

## PAYMENT AND DELIVERY METHODS

Regular fortnightly or monthly deductions can make it easier to manage your rates by using any of these payment methods.

### Direct debit

If you would like us to deduct payments directly from your bank account download the form at [www.bendigo.vic.gov.au/rates](http://www.bendigo.vic.gov.au/rates) or contact Customer Support on 5434 6000.

### Centrepay

To arrange regular deductions from your Centrelink payment download the form at [www.bendigo.vic.gov.au/rates](http://www.bendigo.vic.gov.au/rates) or contact Customer Support on 5434 6000.

Ref No: 555 054 223L

### BPAY

Phone and internet banking. Contact your bank or financial institution to make this payment.

BPAY View - View and pay this bill using internet banking

Refer to the front of this notice for biller code and reference number.

### BPPOINT

With your Visa or Mastercard, phone or internet. 1 300 276 468 or [www.bppoint.com.au](http://www.bppoint.com.au)

Refer to the front of this notice for biller code and reference number.

### Post Billpay

Phone, internet and over the counter

13 13 16 or [www.postbillpay.com.au](http://www.postbillpay.com.au)

Refer to the front of this notice for biller code and reference number.



### Payment online

City of Greater Bendigo  
[www.bendigo.vic.gov.au/rates](http://www.bendigo.vic.gov.au/rates)



### Payment by mail

City of Greater Bendigo  
P.O. Box 3500  
Bendigo Delivery Centre VIC 3554  
Receipts will not be issued



### Payment in person

- Bendigo Bank
- Australia Post
- City of Greater Bendigo payments by eftpos or cheque
- 15 Hopetoun St Bendigo or 125 High St Heald cote
- Mon-Fri 8:30am - 5pm (closed Public Holidays)



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

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

VOLUME 12291 FOLIO 187

Security no : 124094108298A  
Produced 01/12/2021 11:50 AM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 844217R.  
PARENT TITLE Volume 09867 Folio 612  
Created by instrument PS844217R 15/03/2021

REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
SARAH PATRICIA LUDEMAN  
JAMES WILLIAM LUDEMAN both of 23A JACKMAN COURT GOLDEN SQUARE VIC 3555  
AU342724B 14/05/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU342725Y 14/05/2021  
BENDIGO AND ADELAIDE BANK LTD

COVENANT P252110P 14/06/1989

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  
AP742810M 03/11/2020

DIAGRAM LOCATION

SEE PS844217R FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 23A JACKMAN COURT GOLDEN SQUARE VIC 3555

ADMINISTRATIVE NOTICES

-----  
NIL


eCT Control 180578 BENDIGO BANK  
Effective from 14/05/2021

DOCUMENT END

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<b>PLAN OF SUBDIVISION</b>		<b>EDITION 1</b>	<b>PS 844217R</b>	
<b>LOCATION OF LAND</b> PARISH: SANDHURST TOWNSHIP: - SECTION: L CROWN ALLOTMENT: 42 J (PART) CROWN PORTION: - TITLE REFERENCE: VOL. 9867 FOL. 612 LAST PLAN REFERENCE: LOT 11 LP 208941Q POSTAL ADDRESS: 29 JACKMAN COURT (at time of subdivision) GOLDEN SQUARE, VIC 3555 MGA CO-ORDINATES: E: 253 285 ZONE: 56 (of approx centre of land N: 5 926 640 MGA 2020 in plan)		Council Name: Greater Bendigo City Council Council Reference Number: SC77/2020/1 Planning Permit Reference: DS/7/2020 SPEAR Reference Number: S161512C <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 of the Subdivision Act 1988 has not been made Digitally signed by: Liz Cominadeur for Greater Bendigo City Council on 25/09/2020 Statement of Compliance issued: 29/01/2021		
<b>VESTING OF ROADS AND/OR RESERVES</b>		<b>NOTATIONS</b>		
IDENTIFIER	COUNCIL/BODY/PERSON			
NIL	NIL			
<b>NOTATIONS</b>				
DEPTH LIMITATION: 15.24 metres				
SURVEY: This plan is based on survey. STAGING: This is not a staged subdivision. Planning Permit No. DS/7/2020 This survey has been connected to permanent marks No(s) 1260, 1320 & 2085 in Proclaimed Survey Area No. 34				
<b>EASEMENT INFORMATION</b>				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	Drainage and Sewerage	2	LP 208941Q	Lots on LP 208941Q
E-1 & E-2	Pipelines or Ancillary Purposes	See Plan	This Plan Section 138 of the Water Act 1989	Coliban Region Water Corporation
E-3	Drainage	2	Appn 64912 Sec 72	Unspecified
<b>ADRIAN CUMMINS &amp; ASSOCIATES</b> CONSULTING SURVEYORS		SURVEYORS FILE REF: AB 8897-20-01		ORIGINAL SHEET SIZE: A3
 360 DEGREE SURVEYING PTY. LTD. 105 Williamson Street Bendigo 3550 Tel. 03 84426133 Fax. 03 84422030 Email: surveyors@adriancummins.com		Digitally signed by: Andrew Gordon Thomson, Licensed Surveyor Surveyor's Plan Version (02), 24/08/2020, SPEAR Ref: S161512C		SHEET 1 OF 2 <b>PLAN REGISTERED</b> TIME: 11:51am DATE: 15/03/2021 B Puniarangan Assistant Registrar of Titles



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124

Lodged at the Titles Office by

HYETT MORRISON SUTTON  
ROGERS & EVEREY (DTW/mc/r)

ST LETTER  
x44

Titles Office Use Only	
<b>REGD</b>	
140689 2140 454 32	P252110P
P 252110P	

Code ~~14918~~ 1004K

**VICTORIA**

**TRANSFER OF LAND**

Subject to the encumbrances affecting the land including any created by dealings lodged for registration prior to the lodging of this instrument the transferor for the consideration expressed at the request and by the direction of the directing party (if any) transfers to the transferee the estate and the interest specified in the land described together with any easement hereby created and subject to any easement hereby reserved or restrictive covenant herein contained or covenant created pursuant to statute and included herein. (Notes 1-4)

Land

(Note 5)

Lot 11 on Plan of Subdivision No. 206941Q Parish of Sandhurst and being the whole of the land comprised in Certificate of Title volume 9867 Folio 612.

Consideration

(Note 6)

\$32,000.00

Transferor

(Note 7)

MAXWELL VICTOR JACKMAN

STAMP DUTY VICTORIA  
U4D1C#1 361 74003436 00043380 14/05/21  
R4B32B92 D#44 \$568.00

Transferee

(Note 8)

RODNEY WAYNE McGRATH and SHARON MARY McGRATH  
of 38 Marong Road, Bendigo as joint tenants.

Estate and Interest

(Note 9)

All my estate and interest in fee simple.

Directing Party

(Note 10)

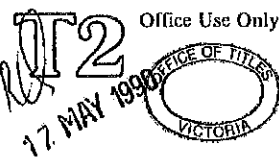
CODE: 1448	Office Use Only
DUTY: \$568	
STATUS: V	
TYPE: Creation (or Reservation) of Easement and/or Covenant	
VALUE: \$32000	
ASSASSOR: W	

Creation (or Reservation) of Easement and/or Covenant

(Notes 11-12)

SEE OVERLEAF

Office Use Only



A memorandum of the within Instrument has been entered in the Register Book.



Approval No. T2/1

The said Rodney Wayne McGrath and Sharon Mary McGrath their and each of their heirs, executors, administrators, assigns and transferees the registered proprietor or proprietors for the time being of the land hereby transferred and every part thereof DO HEREBY COVENANT with the said Maxwell Victor Jackman and his heirs, executors, administrators, assigns and transferees and other the registered proprietor or proprietors for the time being of the land comprised in the said Plan of Subdivision and every part or parts thereof (other than the land hereby transferred) as follows :-

- a. That no main building erected on the said Lot shall be other than of new materials.
- b. That no main building erected on the said Lot shall have outer walls of materials other than of wood, clay brick, concrete brick, mud brick, brick veneer or stone.
- c. That no main building erected on the said Lot shall be used other than for the purpose of residence and no building whatsoever shall be used for commercial purposes.
- d. That no main building erected on the said Lot shall have a roof of corrugated galvanized iron or aluminium tiles where the pitch of the roof is greater than five degrees.
- e. That no dwelling house shall be erected on the said Lot which has a floor area of less than 110 square metres.
- f. That no main building shall be erected within six metres of the street boundary.
- g. That no outbuilding, shed, garage or fence erected on the said Lot shall have materials other than of wood, clay brick, concrete brick, mud brick, brick veneer, stone or metal sheeting, the latter upon condition that such sheeting has been painted in a single colour being either brown or dark green.

AND IT IS AGREED that the foregoing covenants shall be noted upon and appear on every futura Certificate of Title for the land hereby transferred or any part or parts thereof as an encumbrance affecting the same.

Date 29th May, 1989

(Note 13)

Execution and Attestation

(Note 14)

SIGNED by the said Transferee )  
in the presence of: )

*Handwritten signature*

*Handwritten signature*

SIGNED by the said Transferors )  
in the presence of: )

*Handwritten signature*

*Handwritten signature*

*Handwritten signature*



# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

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Produced 01/12/2021 11:52:10 AM

Status	Registered	Dealing Number	AT742810M
Date and Time Lodged	03/11/2020 12:27:01 PM		

### Lodger Details

Lodger Code	16984L
Name	BECK LEGAL
Address	
Lodger Box	
Phone	
Email	
Reference	BBA:152318-2212

## APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
--------------	----------

### 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.

### Estate and/or Interest

FEE SIMPLE

### Land Title Reference

9867/612

### Instrument and/or legislation

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

### Applicant(s)

Name	GREATER BENDIGO CITY COUNCIL
Address	
Street Number	15
Street Name	HOPETOUN
Street Type	STREET
Locality	BENDIGO
State	VIC
Postcode	3550

### Additional Details



# Department of Environment, Land, Water & Planning

---

## Electronic Instrument Statement

Refer Image Instrument

---

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

---

### Execution

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

Executed on behalf of	GREATER BENDIGO CITY COUNCIL
Signer Name	JOSHUA CRAIG ENNIS
Signer Organisation	BOWCOLE PTY LTD
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	03 NOVEMBER 2020

---

**File Notes:**  
NIL

---

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®, Victorian Land Registry Services.

Document Type	<b>Instrument</b>
Document Identification	<b>AT742810M</b>
Number of Pages (excluding this cover sheet)	<b>13</b>
Document Assembled	

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



**Agreement pursuant to section 173 of the  
Planning and Environment Act 1987 (Vic)**

**BETWEEN**

**GREATER BENDIGO CITY COUNCIL**

**and**

**TREVOR JOHN OSTERAAS and SHARON MARY OSTERAAS**

Delivered by LANDATA® timestamp 01/12/2021 11:52 Page 1 of 13  
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177 View St Bendigo Vic 3550  
PO Box 628 Bendigo Vic 3552  
DX 55011 Bendigo

Phone 03 5445 3333  
Fax 03 5445 3355

Email [info@becklegal.com.au](mailto:info@becklegal.com.au)  
[www.becklegal.com.au](http://www.becklegal.com.au)



THIS AGREEMENT is made the 29 day of October 2020

**PARTIES:**

**GREATER BENDIGO CITY COUNCIL** of 15 Hopetoun Street, Bendigo in the State of Victoria  
(Council)

**AND**

**TREVOR JOHN OSTERAAS** and **SHARON MARY OSTERAAS** both of 23 Jackman Court, Golden Square in the State of Victoria  
(the Owner)

**BACKGROUND:**

- A. The Owner is the registered proprietor of the Land.
- B. Council is the Responsible Authority for the administration and enforcement of the Act for the Scheme.
- C. The Land is within the municipality of Council and affected by the Scheme.
- D. On 2 April 2020 Council issued the Planning Permit which permits a two lot subdivision.
- E. Condition 4 of the Planning Permit provides:

**"SECTION 173 AGREEMENT**

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

- *State that it has been prepared for the purpose of an exemption from a planning permit under Clause 44.06-2 of the Greater Bendigo Planning Scheme.*
  - *Incorporate the plan prepared in accordance with Clause 53.02-4.4 of this planning scheme and approved under this permit.*
  - *State that if a dwelling is constructed on the land without a planning permit that the bushfire protection measures set out in the plan incorporated into the agreement must be implemented and maintained to the satisfaction of the responsible authority on a continuing basis.*
- The Agreement must be prepared and registered by the City's solicitors at the cost of the developer."*

- F. Condition 9 of the Planning Permit provides:

**"SECTION 173 AGREEMENT**

*Prior to the issue of a statement of compliance, the owner must enter into an agreement with the responsible authority under section 173 of the Planning and Environment Act 1987.*

*The agreement must provide for the following:*

- (a) *The owner will maintain the stormwater detention system and not modify without the written approval of the responsible authority.*
- (b) *The owner must allow authorised Council officers to inspect any system on the site from time to time.*
- (c) *The owner must pay all costs associated with the construction and maintenance of any*

system on the site.

*The Agreement must be prepared and registered by the City's solicitors at the cost of the developer."*

- G. If the Land is encumbered by a mortgage, the mortgage is identified in the Definitions and the Mortgagee's consent will be affixed to the Agreement.
- H. The parties acknowledge that this Agreement provides for:
  - (a) matters intended to satisfy Conditions 4 and 9 of the Planning Permit;
  - (b) matters intended to achieve and advance the objectives of planning in Victoria; and
  - (c) matters intended to achieve and advance the objectives of planning in the Scheme and is made pursuant to Section 173 of the Act.

## 1. DEFINITIONS

In this Agreement:

**Act** means the *Planning and Environment Act 1987 (Vic)*.

**Agreement** means this Agreement, including the Schedule and Annexures and the background to this Agreement.

**Bushfire Management Plan** means the Bushfire Management Plan, prepared by Total Property Developments Drawing No: 18082-BMP01 (Rev B), dated 16/12/2019, endorsed to form part of the permit a copy of which is attached as Annexure A.

**Business Day** means Monday to Friday excluding public holidays in Victoria.

**Endorsed Plans** means the plan or plans endorsed with the Stamp of Council from time to time attached to the Planning Permit.

**Lot** means any lot created by the proposed subdivision under the Planning Permit.

**Land** means all that piece of land being Lot 11 on Plan of Subdivision 206941Q being the whole of the land described in Certificate of Title Volume 09867 Folio 612.

**Mortgagee** means the Australia and New Zealand Banking Group Ltd registered by the Registrar of Titles as Mortgagee of the Land pursuant to mortgage AF257736X.

**Planning Permit** means planning permit DS/7/2020 a copy of which can be inspected from Council Offices upon appointment.

**Plan of Subdivision** means the proposed plan of subdivision of the Land a copy of which can be inspected from Council Offices upon appointment.

**Scheme** means the Greater Bendigo Planning Scheme or any other planning scheme which applies to the Land from time to time.

## 2. INTERPRETATION

The parties agree and acknowledge that in this Agreement:

- 2.1 The singular includes the plural and the plural includes the singular.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 The reference to a person includes a reference to a firm, corporation, association or other entity and their successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A reference to a statute includes any statute amending, consolidating or replacing that statute and includes any subordinate instruments made under that statute.
- 2.6 The Background to this Agreement is and will be deemed to form part of this Agreement including any terms defined within the Background.

**3. COMMENCEMENT**

This Agreement came into force on the date it was made and set out above or and if no date is specified on the day in which the Agreement was registered on the relevant Certificate of Title to the Land.

**4. TERMINATION OF AGREEMENT**

This Agreement may be ended by mutual agreement between Council and the Owner either wholly or in part or as to any part of the Land. As soon as reasonably practicable after this Agreement has ended, Council must, at the request and at the cost of the Owner, apply to the Registrar of Titles under Section 183 of the Act to cancel the recording of this Agreement on the Register.

**5. OWNER'S COVENANTS****5.1 Specific Obligations on the Owner**

- 5.1.1 The Owner agrees to maintain the on-site stormwater detention system installed on Lot 2 and will not modify the system without prior written approval from Council.
- 5.1.2 The Owner agrees to allow duly authorised officers of Council to inspect the on-site stormwater detention system at mutually agreed times.
- 5.1.3 The Owner will pay for all the costs associated with the construction and maintenance of the on-site stormwater detention system.

***Bushfire Protection Measures***

- 5.1.4 The Owner agrees that this Agreement has been prepared for the purposes of an exemption from a planning permit under Clause 44.06-2 of the Scheme.
- 5.1.5 The Owner agrees that if a dwelling is constructed on Lot 2 without a planning permit that the bushfire protection measures set out in the Bushfire Management Plan must be implemented and maintained to the satisfaction of Council on a continuing basis.

**5.2 Further Obligations on the Owner****5.2.1 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 their successors, assignees and transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land.

**5.2.2 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 its 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 party to this Agreement, remain liable to perform all of the Owner's obligations contained in this Agreement.

#### 5.2.3 Further assurance

The Owner agrees to do all that is necessary to enable Council to make an application to the Registrar of Titles to make a recording of this Agreement on the Certificate of Title to the Land in accordance with Section 181 of the Act, including the signing of any further agreement, acknowledgement or other document which relates to the Land.

#### 5.2.4 Payment of Council's costs

The Owner agrees to pay on demand to Council Council's costs and expenses incurred and incidental to the preparation, execution and registration of this Agreement pursuant to Section 181 of the Act, together with all costs of enforcing this Agreement if deemed necessary by Council.

#### 5.2.5 Mortgagee to be bound

The Owner agrees 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.

#### 5.2.6 Indemnity

The Owner agrees to indemnify and keep 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, judgment or claim brought by any person arising from any non-compliance with this Agreement.

#### 5.2.7 Non-compliance

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

5.2.7.1 to allow Council's officers, employees, contractors or agents to enter the Land and rectify the non-compliance;

5.2.7.2 to pay to Council on demand, Council's reasonable costs and expenses incurred as a result of the Owner's non-compliance; and

5.2.7.3 to pay interest at the rate of 2% above the rate prescribed under Section 2 of the *Penalty Interest Rates Act 1983* on all monies which

are due and payable but remain owing under this Agreement until they are paid in full;

5.2.7.4 if requested to do so by Council, to promptly execute in favour of it a mortgage to secure the Owner's obligations under this Agreement;

And the Owner agrees;

5.2.7.5 to accept a certificate signed by the Chief Executive Officer of Council (or any nominee of the Chief Executive Officer) as prima facie proof of the costs incurred by Council in rectifying the Owner's non-compliance with this Agreement;

5.2.7.6 that any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid costs of Council and then applied in repayment of the principal sum;

5.2.7.7 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

5.2.7.8 if the Owner executes a mortgage as required by clause 5.2.7.4 any breach of this Agreement is deemed to be a default under that mortgage.

### 5.3 Council access

The Owner agrees to allow 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.

### 5.4 Owner's warranty

The Owner warrants and covenants that:

5.4.1 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;

5.4.2 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 Council;

5.4.3 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

5.4.4 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.

**6. GENERAL****6.1 Council's powers not restricted**

This Agreement does not fetter or restrict Council's power or discretion in respect of any of 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. NOTICES****7.1 Service of notice**

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

7.1.1 by delivering it personally to that party;

7.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or

7.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party or by hand delivery or prepaid post.

**7.2 Time of service**

A notice or other communication is deemed served

7.2.1 if delivered, on the next following business day;

7.2.2 if posted, on the expiration of two business days after the date of posting; or

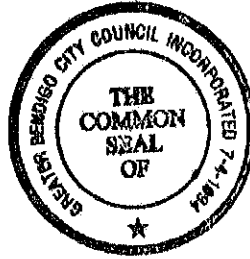
7.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested re-transmission before the end of that business day.

NOTICE TO CREDITORS



IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

APPROVED under the COMMON SEAL of the )  
GREATER BENDIGO CITY COUNCIL in the )  
presence of:



*Craig William Niemann*  
.....

Chief Executive Officer

Full name: Craig William Niemann

Usual Address: Lyttleton Terrace Bendigo

SIGNED SEALED AND DELIVERED by the )  
said TREVOR JOHN OSTERAAS in the )  
presence of:

*Trevor John Osteraas*  
.....

) Trevor John Osteraas

Witness: *Courtney McBrath*  
.....

Print full name: *Courtney McBrath*

SIGNED SEALED AND DELIVERED by the )  
said SHARON MARY OSTERAAS in the )  
presence of:

*Sharon Mary Osteraas*  
.....

) Sharon Mary Osteraas

Witness: *Courtney McBrath*  
.....

Print full name: *Courtney McBrath*  
~~SHARON MARY~~

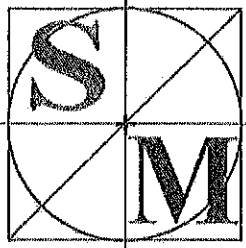
**ANNEXURE A – BUSHFIRE MANAGEMENT PLAN**

Plan(s) prepared by Total Property Developments Drawing No: 18082-BMP01 (Rev B), dated 16 December 2019.

Plan(s) have been included as an annexure to this document in black and white in order to satisfy the requirements of the Registrar of Titles for the imaging of documents. The plan(s) in colour are included in the original document and can be inspected at the offices of Council.

NOT FOR REPRODUCTION





# SHANE MUIR

## CONSULTING ENGINEERS P/L

ABN 35 080 257 855

• CIVIL ENGINEERS • STRUCTURAL ENGINEERS  
• PLANNING & PROJECT MANAGEMENT • GEOTECHNICAL

## Bushfire assessment for VIC & NSW

Address of site to be assessed: Lot 2, 23 Jackman Court, Golden Square - Ref: 2103115

Owner: Sarah & James Ludeman

Builder: G.J. Gardner Homes

### SIMPLIFIED PROCEDURE (METHOD 1)

For the simplified procedure (Method 1), the following steps shall be used to determine the BAL for all circumstances except where the effective slope under the classified vegetation, calculated in accordance with Clause 2.2.5, is more than 20° down slope.

Procedure

**Step 1** Determine the relevant Fire Danger Index (FDI).

FDI 100 Vic General Areas (excluding alpine)

**Step 2** Determine the classified vegetation type(s)

(B) Woodland

**Step 3** Determine the distance of the site from the classified vegetation type(s)

Distance to the classified vegetation is:- 82m (to South/West) - Designated Bushfire Prone Area

**Step 4** Determine the effective slope(s) under the classified vegetation type(s)

All upslopes and flat land (0 degrees)

**Step 5** Determine the BAL from the appropriate table

BAL-12.5

**Step 6** Determine the appropriate construction requirements and ensure details are on plans.

BAL-12.5 Construction Sect 3 and 5 of AS 3959 -2018

Assessor: Shane Muir

Signed: [Signature] Dated: 8 April 2021



Vegetation = Woodland  
Distance = 82m (to South/West)  
Slope = Upslope

**BAL – 12.5**  
(Designated Bushfire Prone Area)

# PLANNING PROPERTY REPORT



Environment,  
Land, Water  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 08 April 2021 04:51 AM

## PROPERTY DETAILS

Address: **23 JACKMAN COURT GOLDEN SQUARE 3555**

Lot and Plan Number: **More than one parcel - see link below**

Standard Parcel Identifier (SPI): **More than one parcel - see link below**

Local Government Area (Council): **GREATER BENDIGO** [www.bendigo.vic.gov.au](http://www.bendigo.vic.gov.au)

Council Property Number: **199057**

Planning Scheme: **Greater Bendigo** [Planning Scheme - Greater Bendigo](#)

Directory Reference: **Vicroads 606 K9**

This property has 2 parcels. For full parcel details get the free Property report at [Property Reports](#).

## UTILITIES

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

Urban Water Corporation: **Coliban Water**

Melbourne Water: **Outside drainage boundary**

Power Distributor: **POWERCOR**

[View location on map](#)

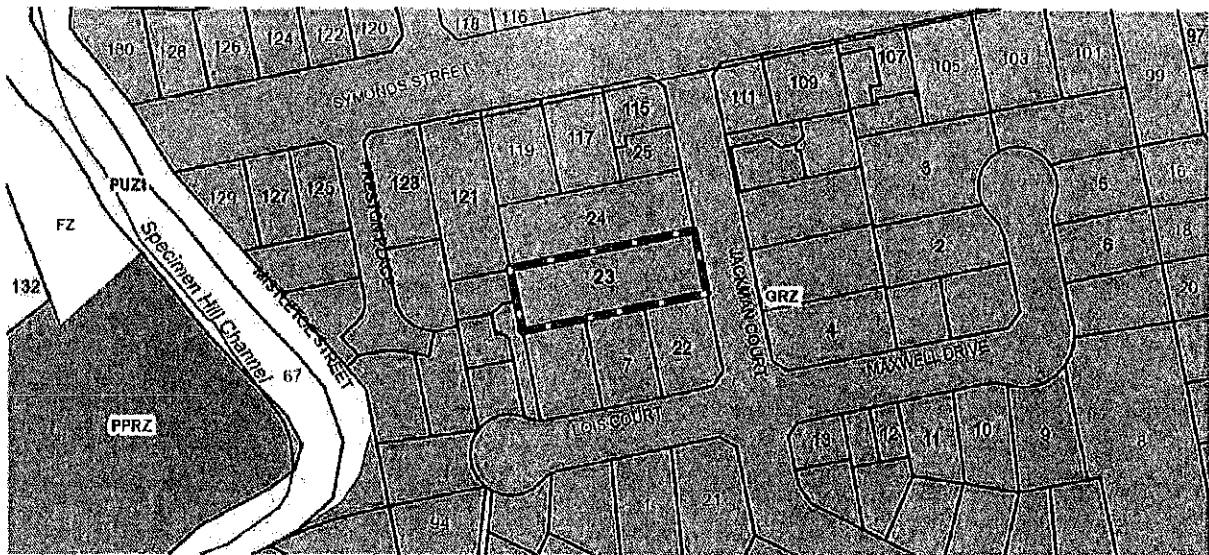
## STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**

Legislative Assembly: **BENDIGO WEST**

## Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)  
[SCHEDULE TO THE GENERAL RESIDENTIAL ZONE \(GRZ\)](#)



FZ - Farming
  GRZ - General Residential
  PPRZ - Public Park and Recreation

PUZ1 - Public Use - Service and Utility
  Water course

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

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Read the full disclaimer at <http://www.planning.vic.gov.au/privacy>

PLANNING PROPERTY REPORT: 23 JACKMAN COURT GOLDEN SQUARE 3555

PLANNING PROPERTY REPORT: 23 JACKMAN COURT GOLDEN SQUARE 3555

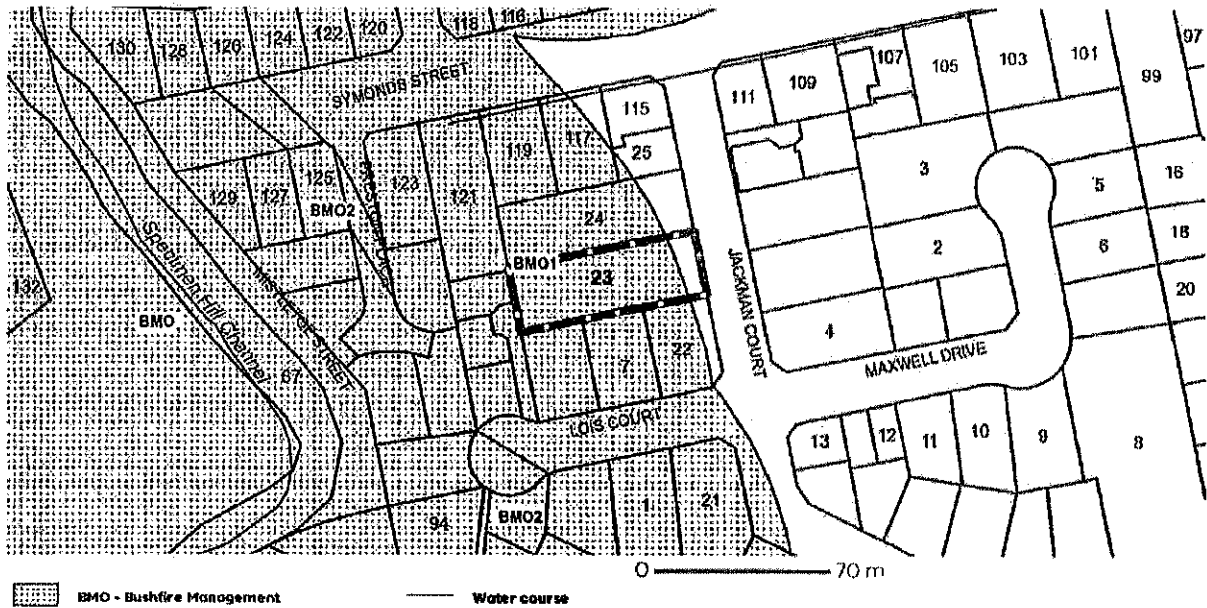
# PLANNING PROPERTY REPORT



Environment,  
Land, Water  
and Planning

**Planning Overlays**

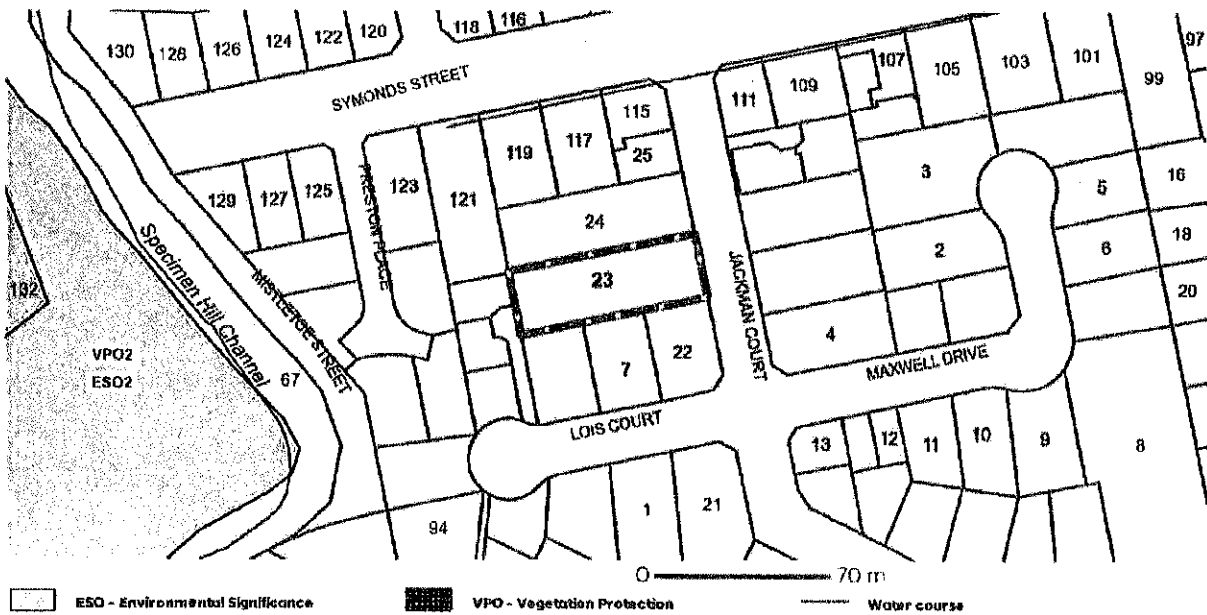
BUSHFIRE MANAGEMENT OVERLAY (BMO)  
BUSHFIRE MANAGEMENT OVERLAY - SCHEDULE 1 (BMO1)



**OTHER OVERLAYS**

Other overlays in the vicinity not directly affecting this land

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)  
VEGETATION PROTECTION OVERLAY (VPO)



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 Read the full disclaimer at [www.gov.vic.gov.au/land-use-and-planning](http://www.gov.vic.gov.au/land-use-and-planning)

Notwithstanding this disclaimer, a viewer may rely on the information in this report for the purposes of a statement that the land is a bushfire overlay as required by section 52(1)(b) of the Planning and Environment Act 1987 (Vic.).



## Designated Bushfire Prone Areas

This property is in a designated bushfire prone area.  
Special bushfire construction requirements apply. Planning provisions may apply.



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011 and amended from time to time.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

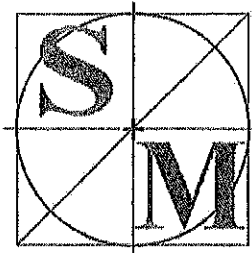
Designated bushfire prone areas maps can be viewed on VicPlan at: <https://mapshare.maps.vic.gov.au/vicplan> or at the relevant local council.

Note prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

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>



# SHANE MUIR

## CONSULTING ENGINEERS P/L

ABN 35 090 257 855

• CIVIL ENGINEERS • STRUCTURAL ENGINEERS  
• PLANNING & PROJECT MANAGEMENT • GEOTECHNICAL

**Client: G.J. GARDNER HOMES**

### **SITE INVESTIGATION AND CLASSIFICATION AT LOT 2, 23 JACKMAN COURT, GOLDEN SQUARE.**

REPORT No. 2103115

7<sup>th</sup> April, 2021.

**GENERAL SITE CLASSIFICATION TO A.S. 2870-2011:**

**CLASS 'M' – MODERATELY REACTIVE**

<b>Floor &amp; Footing Details</b>	<b>Bearing Capacity</b>	<b>Soil Type</b>	<b>Recommended Minimum Footing Depth*</b>
Slab (Waffle Pod)	100kPa	Class M	300mm to 350mm
Slab (Raft)	100kPa	Class M	300mm to 350mm
Stumps	100kPa	Class M	500mm
Strip Footings	100kPa	Class M	525mm

\* *Actual founding depth are from the existing surface level at the time of investigation*

**Note:** This report consists of written sections, recommendations, borelogs and a locality plan. These elements are not to be interpreted independently. Any reproduction must be in full and only used for the project indicated in this report.

## **1.0 INTRODUCTION**

We have undertaken a site investigation to assess foundation conditions for proposed residence at Lot 2, 23 Jackman Court, Golden Square.

## **2.0 METHOD**

Information was gathered in relation to this site enabling classification and recommendations in accordance with A.S. 2870-2011.

Three test holes were excavated on site with a 100mm dia. mechanical auger. Excavated materials have been logged and hand classified. Refer to borelogs for descriptions. For the encountered materials, and assuming normal seasonal soil moisture conditions only, we estimate the characteristic surface movements to be between **20mm and 40mm**.

## **3.0 SITE FEATURES**

### **3.1 Vegetation:**

The proposed building area is generally bare of natural grasses. No trees exist on the allotment. Several trees exist on adjoining sites. No surface cracking was encountered.

### **3.2 Slope:**

The building area generally falls to the North with medium grades. Site cut/filling is possible over the building area.

### **3.3 Drainage:**

Surface water drainage is good. Ground water was not present.

### **3.4 Rock:**

Rock was encountered during excavations and recorded in the borelogs.

### **3.5 Wind Speed:**

In accordance with AS.4055-2006 and based on our site inspection, the wind rating for this site has been determined to be N2.

## **4.0 SOIL PROFILES**

Typical soil profiles observed on this site consist of;

Brown gravely silty clay fill some 200mm to 250mm in depth overlying orange/brown gravely silty clay from 800mm to 1000mm in depth overlying pale brown weathered mudstone from 1500mm to 2000mm.

Should sub-surface conditions vary substantially from those encountered in this report, this office must be notified immediately.

## 5.0 CLASSIFICATION

In accordance with A.S. 2870-2011, this site is classified as **Class 'M' – Moderately Reactive**.

## 6.0 RECOMMENDATION

We recommend that an Engineer's designed Waffle Pod floor and footing system be adopted for this site. Once the site is stripped of vegetation (currently bare), the surface shall be proof rolled for soft spots. The Waffle Pod floor and footing system may then be positioned directly on the prepared surface with piers only required where in fill. Refer attached borelogs for recommended minimum footing depths for current site conditions. These piers shall extend a minimum of 100mm into the firm natural orange/brown gravely silty clay at approximately 300mm to 350mm below existing surface level. Piers will not be required where a site cut/fill removes the existing fill, exposing the natural soils. The Waffle pods shall be 225mm minimum high pods.

Strip footings shall be founded a minimum of 525mm and stump pad footings 500mm below existing surface level extending into the same firm soil.

Consideration must be given to the installation of a root barrier system based on the building location and proximity to the existing trees on adjoining sites. Alternatively, affected footings may be locally deepened with piers to found into the weathered mudstone (rock) in-lieu of a root barrier.

Attached to this report is an information sheet on the care and maintenance of foundations as provided by CSIRO (10-91).

## 7.0 ARTICULATION

Articulation in all brickwork shall be in accordance with the Cement and Concrete Association of Australia Technical Note TN61 and to relevant Building Codes of Aust.

## 8.0 TREES

Differential ground movement and significant soil moisture variations may be caused by the close proximity of trees to foundations or tree removal. To minimise the risk of damage, it is recommended that trees are not planted within 0.75 x mature height (Class M sites), 1.0 x mature height (Class H sites) and 1.5 x mature height (Class E sites).

## 9.0 DRAINAGE

The ground's surface adjacent to foundations should be graded away to prevent ponding of surface water. Where footings may be affected by seepage, the design engineer must consider the installation of subsurface drains.

**Shane Muir Consulting Engineers P/L.**

per.....  
SHANE MUIR B.Eng. (Hons.) M.I.E.Aust.  
EC 17729

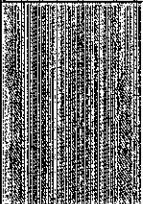
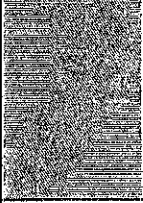
# SHANE MUIR CONSULTING ENGINEERS P/L.

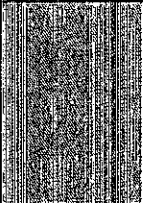
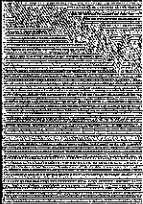
61 Powells Avenue, East Bendigo, 3550. Ph.(03) 5444 2741 Fax.(03) 5444 2751

Date of Testing: 7/04/2021

Report No.: 2103115 Client: G.J. Gardner Homes

Location: Lot 2, 23 Jackman Court, Golden Square

<b>BORE HOLE No.1</b>					
Graphic Log	Soil Profile (mm)	SOIL DESCRIPTION Soil Type, Color, Particle Characteristics	Moisture	Density Index	Remarks
	250	Gravelly Silty Clay Fill Brown	Dry	Soft/Firm	-
	350	<i>Recommended Minimum Footing Depth</i>			
	1000	Gravelly Silty Clay Orange/Brown	Slightly Moist	Firm/Stiff	120-150kPa
	2000	Weathered Mudstone Pale Brown	Dry	Dense	300kPa+

<b>BORE HOLE No.2</b>					
Graphic Log	Soil Profile (mm)	SOIL DESCRIPTION Soil Type, Color, Particle Characteristics	Moisture	Density Index	Remarks
	200	Gravelly Silty Clay Fill Brown	Dry	Soft/Firm	-
	300	<i>Recommended Minimum Footing Depth</i>			
	800	Gravelly Silty Clay Orange/Brown	Slightly Moist	Firm/Stiff	120-150kPa
	1500	Weathered Mudstone Pale Brown	Dry	Dense	300kPa+

# SHANE MUIR CONSULTING ENGINEERS P/L.

61 Powells Avenue, East Bendigo, 3550. Ph.(03) 5444 2741 Fax.(03) 5444 2751

Date of Testing: 7/04/2021

Report No.: 2103115 Client: G.J. Gardner Homes

Location: Lot 2, 23 Jackman Court, Golden Square

BORE HOLE No.3					
Graphic Log	Soil Profile (mm)	SOIL DESCRIPTION Soil Type, Color, Particle Characteristics	Moisture	Density Index	Remarks
	250	Gravelly Silty Clay Fill Brown	Dry	Soft/Firm	-
	350	<i>Recommended Minimum Footing Depth</i>			
	1000	Gravelly Silty Clay Orange/Brown	Slightly Moist	Firm/Stiff	120-150kPa
	2000	Weathered Mudstone Pale Brown	Dry	Dense	300kPa+

## Locality Plan

