

Contract of sale of land

Property:

Lot Stages 8 and 9 , Wharparilla Estate, Murray
Valley Highway, Echuca 3564

Melville & Hicks Lawyers

201 Hare Street
ECHUCA VIC 3564

Tel: 03 5483 0200

Ref: 20220398/Is

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

Cooling-off Period (Section 31, Sale of Land Act 1962)

You may end this contract within 3 clear business days of the day that you sign the contract if none of the exceptions listed below applies to you.

You must either give the vendor or the vendor's agent **written** notice that you are ending the contract or leave the notice at the address of the vendor or the vendor's agent to end this contract within this time in accordance with this cooling-off provision.

You are entitled to a refund of all the money you paid EXCEPT for \$100 or 0.2% of the purchase price (whichever is more) if you end the contract in this way.

EXCEPTIONS: The 3-day cooling-off period does not apply if:

- you bought the property at a publicly advertised auction or on the day on which the auction was held; or
- you bought the land within 3 clear business days before a publicly advertised auction was to be held; or
- you bought the land within 3 clear business days after a publicly advertised auction was held; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

Off-the-plan sales (Section 9AA(1A), Sale of Land Act 1962)

You may negotiate with the vendor about the amount of the deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor.

Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

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WARNING TO ESTATE AGENTS
DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES
UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

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Contract of sale of land

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.

The terms of this contract are contained in the:

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

SIGNING OF THIS CONTRACT

WARNING: THIS IS A LEGALLY BINDING AGREEMENT, YOU SHOULD READ THIS CONTRACT BEFORE SIGNING IT.

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*.

The authority of a person signing:

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties

must be noted beneath the signature.

Any person whose signature is secured by an estate agent acknowledges being given by the agent at the time of signing a copy of the terms of this contract.

SIGNED BY THE PURCHASER

on _____ / _____ / 2022

.....
Print name of
person signing:
.....

State nature of authority
if applicable (eg. director,
attorney under power of attorney):
.....

.....
Print name of
person signing:
.....

State nature of authority
if applicable (eg. director,
attorney under power of attorney):
.....

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified)

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR

on _____ / _____ / 2022

.....
Wharparilla West Pty Ltd (ACN 630 942 639)

Francis John Millar
.....

Director
.....

.....
Wharparilla West Pty Ltd (ACN 630 942 639)

Kathleen Claire Millar
.....

Director
.....

The **DAY OF SALE** is the date by which both parties have signed this contract.

Particulars of sale

Vendor's estate agent

Name: Charles L King & Co
Address: 172 Hare Street, Echuca VIC 3564
Email: troy@clk.com.au
Phone: 03 5482 2111 Mob: 0418 570 576 Fax: Ref: Troy O'Brien

Vendor

Name: WHARPARILLA WEST PTY LTD (ACN 630 942 639) as Trustee for the Millar Family Trust (West)
Address: 132 Wharparilla Drive, Echuca VIC 3564

Vendor's legal practitioner or conveyancer

Name: Melville & Hicks Lawyers
Address: 201 Hare Street, Echuca VIC 3564
Email: Lschuyler@mhechuca.com.au
Phone: 03 5483 0200 Mob: Fax: Ref:

Purchaser

Name: _____
Address: _____

Purchaser's legal practitioner or conveyancer

Name: _____
Address: _____
Email: _____
Phone: _____ Mob: _____ Fax: _____ Ref: Eve Foster

Land (general conditions 7 and 13)

The land is described below:

Lot on unregistered Plan of Subdivision No PS900128F being part of the land contained in Certificate of Title Volume 12385 Folio 352

The land includes all improvements and fixtures.

Property address

The address of the land is: Lot Stages 8 and 9 , Wharparilla Estate, Murray Valley Highway, Echuca

Goods sold with the land (general condition 6.3(f)) (list or attach schedule)

Nil - vacant land

Payment

Price \$ GST inclusive
Deposit \$ on the signing hereof
Balance \$ payable at settlement

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

- GST (if any) must be paid in addition to the price if the box is checked
- This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
- This sale is a sale of a 'going concern' if the box is checked
- The margin scheme will be used to calculate GST if the box is checked

Settlement (general condition 17 & 26.2)

is due **14 days after vendor's solicitor gives notice in writing to the purchaser's solicitor of registration of Plan of Subdivision No PS900128F in accordance with Special Condition 7 or earlier by agreement.**

Lease (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

*(*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)*

a lease for a term ending on with options to renew, each of years

OR

a residential tenancy for a fixed term ending on

OR

a periodic tenancy determinable by notice

Terms contract (general condition 30)

This contract is intended to be a terms contract within the meaning of the *Sale of Land Act 1962* if the box is checked. *(Reference should be made to general condition 30 and any further applicable provisions should be added as special conditions)*

Loan (general condition 20)

This contract is subject to a loan being approved and the following details apply if the box is checked:

(or another lender chosen by the purchaser)

Lender:

Loan Amount: no more than \$

Approval Date: / /

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

GST WITHHOLDING NOTICE

Purchaser must make a GST Withholding Payment:

No Yes

(if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

The purchaser is required to withhold an amount for GST to pay to the Commissioner of Taxation pursuant to section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

GST Withholding Payment Details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the vendor is part of a GST group or a participant in a GST joint venture.

Supplier's Name: **Wharparilla West Pty Ltd (ACN 630 942 639) as Trustee for the Millar Family Trust (West)**

Supplier's ABN: 36 206 508 941

Supplier's Business Address: 135 Sturt Street, Echuca VIC 3564

Supplier's Email Address: Michael.Watt@msgroup.net.au

Supplier's Phone Number: 03 5482 6788

Supplier's proportion of the GST Withholding Payment: 100%

Amount purchaser must pay – price multiplied by the GST withholding rate:

Amount must be paid: at completion at another time (specify):

Is any of the consideration not expressed as an amount in money? No Yes

If "yes", the GST inclusive market value of the non-monetary consideration:

Other details (including those required by regulation or the ATO forms):

SPECIAL CONDITIONS

Instructions: *It is recommended that when adding further special conditions:*

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on the last page; and*
- *attach additional pages if there is not enough space.*

1. Entire Agreement

The parties acknowledge that this Contract constitutes the entire agreement between the parties and there are no representations, collateral agreements, conditions, warranties or other terms affecting the sale other than those contained in this Contract.

2. Exclusion of Warranties

(a) The Purchaser acknowledges and agrees that:

- (i) this Contract constitutes the entire agreement between the parties and there are no representations, collateral agreements, conditions, warranties or other terms affecting the sale other than those embodied herein; and
- (ii) they have received the Consumer Affairs Victoria due diligence checklist and satisfied themselves as to the contents therein, and without limiting the generality of any other clauses contained herein, shall not raise any objection relating to the said issues.

(b) The Purchaser further acknowledges and agrees that the Land together with any improvements is purchased by the Purchaser:

- (i) as a result of the independent exercise for the Purchaser's own skill and judgement after due inspection and investigation; and
- (ii) in its present condition and state of repair with all existing patent and latent defects, infestations, contamination and dilapidation;

and that no representation or warranty has been made or given by the Vendor or by any persons acting on behalf of the Vendor to the Purchaser or to any person acting on behalf of the Purchaser as to:

- (iii) the merchantability, quality or fitness for any purpose of the land or the improvements;
- (iv) the freedom of the Land from defects, infestations, contamination or dilapidation;
- (v) the use to which the Land or the improvements can lawfully be put;
- (vi) whether development of any description may be carried out on the land; or
- (vii) whether the improvements on the Land have been built or placed there in accordance with each approval required by law for the building or placement of the same including but not limited to local government by-laws and regulations, planning schemes or building restrictions, regulations or laws.

(c) The Purchaser shall not raise any objection to or claim any compensation for any contamination or pollution of the Land and shall at the Purchaser's own expense comply with the requirements of each competent authority for the abatement of any pollution or the

clean up or any environmental audit (or any combination of them) of the Land and shall keep the Vendor indemnified at all times against the cost of doing so.

3. Director's Guarantee

- (a) If the Purchaser shall be or include a company, the Purchaser must forthwith upon execution of this Contract, procure the execution by each of the company's directors of a Guarantee and Indemnity in the form of the Guarantee & Indemnity annexed hereto.
- (b) In the event of the nomination of a substitute or additional transferee which is or includes a company, the Purchaser must, in addition to the Guarantee and Indemnity required under Special Condition (a) hereof, when called upon to do so by the Vendor, procure the execution by each of the directors of such company of the Guarantee and Indemnity in the form of the Guarantee and Indemnity annexed hereto.
- (c) Should the Purchaser default in the performance of its obligations under Special Conditions (a) or (b) hereof the Purchaser shall be deemed to be in default under this Contract.

4. Non Merger

If any provision of this Contract remains to be performed or is capable of having effect after the final settlement date, this Contract shall remain in full force and effect notwithstanding completion of the sale and purchase of the Land and that provision shall not merge at settlement.

5. Counterpart/execution

- (a) This Contract may be:
 - (i) executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument; and
 - (ii) executed by one or more of the parties, executing a counterpart, which may be a scanned or electronically signed copy of this Contract, and transmitting that executed counterpart by facsimile or electronic medium to the party or parties, which upon either the sender's transmission record indicating that the same was duly received without error, or the receipt by the other party or by one of the other parties of the executed Contract by the sender, shall be taken as conclusive evidence of the execution of the Contract by that party.
- (b) The parties covenant to be bound by this Contract being executed in counterparts in accordance with this clause.

6. General

This contract is made in accordance with Section 9AA of the **Sale of Land Act 1962**.

7. Subject to Registration of Unregistered Plan of Subdivision

- (a) This contract is subject to the registration of the attached unregistered Plans of Subdivision being Stage 7B PS847034J, Stage7C PS847044F and PS900128F by the Registrar of Titles ("the proposed Plan").
- (b) The Vendor shall pay the cost of the survey and all other expenses involved in obtaining registration of the proposed Plan and including, without limitation, the expenses involved in complying with the requirements of any authority. Both parties shall promptly take all steps appropriate to him to secure registration.

- (c) If the proposed Plan is not registered within 24 months of the Day of Sale ("the Registration Date") either party may cancel this contract subject to Special Condition 7 (d) by giving notice in writing to the other party and if this occurs this contract shall be null and void and the deposit shall be refunded to the Purchaser.
- (d) If the Vendor is the party seeking to rescind the Contract under Special Condition 7 (c) above, the following will apply;
 - (i) The Vendor will provide to the Purchaser written notice at least twenty eight (28) days prior to the date for rescission of the Contract;
 - (ii) The Purchaser upon receipt of written notice from the Vendor may consent to the rescission of the Contract but is not obliged to do so;
 - (iii) The Vendor may apply to the Supreme Court for an order permitting the Vendor to rescind the Contract;
 - (iv) If the Vendor chooses not to make application to the Supreme Court in accordance with Special Conditions 7 (c) and (d) this will not be taken as a waiver of the Vendor's rights as conveyed by this Contract and by law to make such an application;
 - (v) The Supreme Court may make an order permitting the rescission of the Contract if satisfied that making the order is just and equitable in all the circumstances.

8. Right to Amend Unregistered Plan of Subdivision

- (a) The Vendor reserves the right to make any amendments to the proposed Plan considered desirable to secure its registration.
- (b) Subject to the Purchaser's rights under Section 9AC(2), 9AH and 10 of the **Sale of Land Act**, the parties shall take all steps required to register the proposed Plan.
- (c) Section 10(1) of the **Sale of Land Act** shall not apply in respect of the final location of any easement shown on the proposed Plan or a later certified or registered plan. The Purchaser shall not make any requisition or objection or make any claim for compensation in respect of a variation in the location of the easement shown on the proposed Plan.

9. Deposit

The deposit shall be paid to the Vendor's Agent or Legal Practitioner and shall be held pursuant to Section 9AA (1)(a)(i) of the Sale of Land Act 1962 until registration of the proposed Plan by the Registrar of Titles.

10. Identity and Requisitions

- (a) The Purchaser shall not make any requisition on or objection to Title permitted by this Contract until the proposed Plan has been registered and the Purchaser shall have the right to make such requisitions on and objections to Title within seven days of the date upon which the Purchaser or his Legal Practitioners have been notified that the proposed Plan has been so registered.
- (b) Subject to the above, the Purchaser admits the identity of the Land with that described in the particulars offered by the Vendor and no objection shall be taken or requisitions made and no compensation shall be claimed or allowed because of any discrepancies between

the actual area, boundaries, measurements or position of the Land as occupied with that described in the particulars nor shall the Purchaser be entitled to call upon the Vendor to amend the particulars or to bear or to contribute to the expenses of any amendment.

11. Works by Authority

- (a) General Condition 28 does not apply to this Contract.
- (b) The Price has been agreed upon the basis of existing amenities.
- (c) The Purchaser assumes responsibility for and indemnifies the Vendor against all notices orders demands or levies imposing charges or other liabilities in respect of any road-making, sewerage, drainage, fencing or other works whatsoever or otherwise issued or made in respect of the Land which are issued or made on or after the day of sale, other than the works required to be completed by the Vendor to complete registration of the proposed Plan.
- (d) The Vendor shall assume responsibility for and indemnify the Purchaser against all charges including any excess over estimated charges in respect of works commenced at the Day of Sale and shall be entitled to any refund in respect thereof.

12. Planning and Zoning

The Purchaser having been supplied with the Statement required by Section 32C(d) of the **Sale of Land Act 1962** as amended purchases the Land subject to any restrictions imposed pursuant to any planning schemes or interim development orders affecting the Land.

13. Property Not Separately Rated

If the Land is not rated separately in respect of any rates, taxes, assessments, fire insurance premiums or other outgoings at settlement, then for the purposes of apportionment the Land will be deemed to bear the same proportion to the total of such outgoing as the area of the Land bears to the whole of the area of land comprised in the assessment. The Vendor will pay all outgoings when they are due to be paid and the Purchaser cannot require them to be paid at or before settlement. All outgoings will be adjusted as paid by the Vendor.

14. Land Tax

The Vendor will pay the full amount of any land tax assessment in respect of the Land when due and the Purchaser cannot require the Land Tax to be paid at or before settlement.

15. Works affecting Natural Surface Level

- (a) Pursuant to Section 9AB (1) of the **Sale of Land Act 1962** the Vendor hereby discloses that all proposed works affecting the natural surface level of the Land or any land abutting the Land are annexed to the Vendor Statement save and except for general minor levelling works.
- (b) The Vendor may at any time after the Day of Sale carry out Surface Works that are required by the Municipality or a public authority or desirable to enhance the appearance of the Property and the Subdivision.
- (c) If the Vendor carries out the Surface Works, the Vendor will notify the Purchaser as soon as practicable of those Works.
- (d) Subject to the Vendor's compliance with the **Sale of Land Act** the Purchaser must not make any requisition, objection or claim or take any action against the Vendor relating to any change to, or any alteration or modification of the quality or condition of the Property

(including its soil) occurring between the Purchaser's first inspection of the Property and the Settlement Date.

16. Access

Notwithstanding anything hereinbefore contained the Vendors shall pursuant to Section 9AB(1) of the **Sale of Land Act 1962** allow the Purchaser reasonable access to the Land for any purpose connected with the proposed development or use thereof.

17. Not to Lodge Caveat

The Purchaser acknowledges that the lodgement of a caveat pursuant to Section 89 of the **Transfer of Land Act** may delay or prevent registration of the proposed Plan. The Purchaser shall neither lodge nor permit or allow any person claiming through him or it, or acting on behalf of the Purchaser, to lodge any caveat over the parcel of land of which the Land forms part, or over any part thereof, until after registration of the proposed Plan. The Purchaser will indemnify and keep indemnified the Vendor against any loss or damage which the Vendor may suffer or incur in consequence of any breach by the Purchaser of this provision.

18. Purchaser to do all things necessary to obtain certification and registration of the Plan

The Purchaser on being requested to do so shall sign all documents, applications, consents, instruments and writings and shall do all acts, matters and things which may be necessary or desirable to obtain certification and/or registration of the Plan and give full effect to anything referred to in these Special Conditions.

19. Staged Subdivision

- (a) Details of the requirements in the Statement of Compliance for this stage that have not been complied with as set out in the annexures hereto.
- (b) Details of proposals relating to subsequent stages that are known to the Vendor are set out in the annexures hereto.
- (c) A copy of the permit under the Planning and Environment Act 1987 authorising the stage subdivision is annexed hereto.

20. Memorandum of Common Provisions – Outbuilding Envelopes Plan

- (a) The Purchaser covenants and agrees with the Vendor that it will observe and comply with the terms of the Outbuilding Envelopes Plan, that apply to the Land herein sold in the proposed Memorandum of Common Provisions ("MCP") a copy of which is annexed to the Vendors Statement **PROVIDED THAT** the Purchaser acknowledges that the Vendor reserves the right to release, vary, add to or modify the MCP in relation to the Outbuilding Envelopes Plan prior to the registration of the MCP at Land Use Victoria.
- (b) The Vendor will prior to settlement register the MCP in its final format at Land Use Victoria and provide a copy of the registered MCP to the Purchaser prior to settlement.
- (c) The Purchaser buys subject to the MCP which is to burden the Land hereby sold to the Purchaser. The Proposed Plan will incorporate a Creation of Restriction which will incorporate by reference the registered MCP.
- (d) The Purchaser must not make any claim, objection, requisition or seek to delay settlement in relation to the MCP and/or any change thereto pursuant to the proviso in clause 20(a).
- (e) This Special Condition will not merge at settlement.

21. **Contracts in Estate may not be identical**

- (a) The Vendor advises that contracts relating to lots in Wharparilla Estate ("Estate") may contain varying terms and conditions to this Contract.
- (b) The Purchaser acknowledges that:
 - (i) There may be some terms and conditions in this Contract that are not included in contracts for other lots in the Estate and vice versa; and
 - (ii) The Vendor may choose not to enforce all covenants, terms and conditions in all contracts for lots in the Estate equally or at all.
- (c) The Purchaser agrees that the Vendor shall not be liable to the Purchaser in respect of any of the matters set out in special condition 21 (b) including:
 - (i) Any difference between this Contract and any other contract for a lot in the Estate; and
 - (ii) For enforcing or not enforcing some or all of its rights under contracts for the sale of lots in the Estate.

22. **Section 173 Agreement**

The Purchaser understands and agrees that:

- (a) The Council may require that the Vendor enter into an agreement under Section 173 of the **Planning and Environment Act 1987** ("S.173 Agreement") as described in Condition 5 of the Planning Permit which may be registered on and run with the title to the Land and the Lot hereby sold.
- (b) The Council may require that the S.173 Agreement contain other restrictions or covenants of which the Vendor currently has no knowledge or notice. If the Council requires any further restrictions or covenants then the Purchaser hereby consents to and authorises the Vendor to agree to same and to enter into the S.173 Agreement in whatever form the Council requires.
- (c) The Purchaser buys the Land subject to the S.173 Agreement which is or will be registered on and will remain an encumbrance on the title, and the Purchaser will co-operate to effect this and any other matter in the Planning Permit requiring the Purchaser's co-operation.
- (d) The Purchaser will not make any requisition or objection as to the title which relates to the S.173 Agreement and its provisions and effect and will not make any demands or claims of any nature whatsoever in respect thereto.

23. **Development of Wharparilla Estate**

- (a) The Purchaser acknowledges that he is aware that Lot A on proposed Plan of Subdivision PS900128F ("Lot A") and Lot 2 on Plan of Subdivision PS548989K ("Lot 2), copies of which are annexed to the Vendors Statement, will be further subdivided substantially in accordance with the Overall Plan annexed to the Vendor Statement although the size and numbers of any of the future lots to be created may be varied by the Vendor in the Vendor's absolute discretion.

- (b) The Purchaser covenants with the Vendor that he will not object to a Planning Permit or Permits being granted for the further subdivision of Lot A and Lot 2 ("a Lot A and Lot 2 Planning Permit") and he agrees that he will require any transferee from him to give a similar acknowledgement, and to covenant with him firstly, not to object to a Lot A and Lot 2 Planning Permit, and secondly, to require a similar acknowledgement and agreement from any transferee from him and the Purchaser hereby indemnifies the Vendor for any loss incurred by the Vendor resulting from any breach of the Purchaser's obligations pursuant to this Special Condition.
- (c) The Purchaser acknowledges that:-
- (i) "Wharparilla Estate" is being developed progressively by the Vendor.
 - (ii) this involves or will involve (amongst other things) the carrying out of construction works and the making of planning applications of various types to Responsible Authorities (being any authority exercising statutory rights, powers or duties with respect to the land being developed, the Plan of Subdivision, services to the land being developed or building legislation or any person exercising such rights, powers or duties).
 - (iii) despite special condition 7, the decision in relation to the timing of the works necessary to permit registration of the proposed Plan will be made by the Vendor in its absolute discretion (which may include that the Vendor determines not to undertake the works necessary to permit registration of the proposed Plan by the registration date).
- (d) Without limiting special condition 23 (c), the Purchaser must:-
- (i) not make or maintain any objection, appeal, claim, demand or suit either alone or jointly with others against any of the Applications (being to apply for and obtain all permits and approvals for subdivision, use, construction, and development of the land being developed).
 - (ii) not make any claim or objection, delay completion or claim a reduction in the price or make a claim in relation to any dust, noise or traffic interference which results from the ongoing development of Wharparilla Estate.
 - (iii) not do or omit to do anything which would prevent the Vendor from developing and completing Wharparilla Estate (including selling lots within Wharparilla Estate).
 - (iv) consent (as an adjoining owner or an owner within Wharparilla Estate) to any Applications made by or on behalf of the Vendor in relation to the development of Wharparilla Estate.
 - (v) not make any claim or objection, delay completion or claim a reduction in the price because the Vendor is developing land within Wharparilla Estate (including adjacent to the Land) for any purpose.
 - (vi) not make any claim because the Vendor has not, for any reason, procured registration of the proposed Plan by the registration date.
- (e) The Purchaser acknowledges that the Vendor is under no obligation to the Purchaser or the successor in title of the Purchaser to enforce covenants contained in the MCP given by Purchasers and occupants of lots within Wharparilla Estate in favour of the Vendor.
- (f) This Special Condition does not merge on settlement.

24. Campaspe Shire Council Planning Permit PLN170/2019 (Amended)

- (a) The Purchaser purchases the Lot subject to Planning Permit PLN170/2019 (Amended) ("Permit") (copy attached to the Vendors Statement) and shall be bound by and comply with the terms of the Permit, and any variation or amendment at all times.
- (b) The Vendor gives no warranty and makes no representation as to the fitness of the Lot for construction thereon of any particular style, type or model of dwelling in respect of which the Purchaser must satisfy himself. Any representation or advice in respect of any such fitness (if given) will have been given without the authority or knowledge of the Vendor and the Vendor will not be bound by it and the Purchaser must not rely upon any such representation and/or advice.
- (c) The Vendor reserves the right to modify the restrictions if such modification is required to cause such restrictions to comply with any decisions or requirements of any relevant government or semi government authority having power to make any such decisions or requirements or if such modification is necessary due to amendments to the Plan of Subdivision required by the Campaspe Shire Council or by any other Authority.

25. Planning Permit

- (a) The Vendor shall prior to settlement at its own cost complete all requirements by any authority as set out in the Permit within the Vendors Statement annexed hereto.
- (b) The provision of a statement of compliance by the local municipal authority in connection with the aforementioned Permit and subsequent certification of the proposed Plan shall be sufficient evidence of the completion of the Vendor's requirements pursuant to this provision

26. Sewerage System

- (a) In accordance with the Permit, the Vendor is required to provide sewerage service to each lot within Wharparilla Estate, which will be either via a pressure sewer system or a gravity sewer system.
- (b) If it is a pressure sewer system, the Purchaser acknowledges that on the construction of a dwelling on the lot, he must comply with Coliban Water's obligations and requirements for the connection of sewer to the Land in accordance with the Pressure Sewer System Planning and Development Guidelines ("Guidelines") or any updated Guidelines annexed to the Vendors Statement at his own cost.
- (c) The Purchaser will not raise any requisitions, claim compensation or delay settlement due to these obligations and requirements or the sewer system applicable to the Land being purchased in accordance with this Contract.

GUARANTEE AND INDEMNITY

TO: The withinnamed and described Vendor
(hereinafter called "the Vendor")

IN CONSIDERATION of the Vendor having at the request of the person or persons whose name address and description are set forth in the Schedule hereto (hereinafter called "the Guarantor") agreed to sell the land described in the within Contract of Sale to the withinnamed Purchaser (hereinafter called "the Purchaser") the Guarantor HEREBY GUARANTEES to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto (hereinafter called "the monies hereby secured") AND ALSO the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the said Contract of Sale and on the part of the Purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that the Guarantor has examined the said Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions:-

- A. THAT in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in the within Contract the Guarantor will immediately pay such monies to the Vendor.
- B. THAT in the event of the Purchaser failing to carry out or perform any of its obligations under the said Contract the Guarantor will immediately carry out and perform the same.
- C. THE Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the within Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein contained.
- D. THAT no time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.

FOR the consideration aforesaid and as a separate and convertible covenant the Guarantor HEREBY AGREES to indemnify the Vendor not only in respect of the non-payment by the Purchaser of all monies payable or that may become payable under the said Contract of Sale but also in respect of all costs charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser in relation to the said Contract of Sale.

If the Guarantor comprises more than one person, then each of those persons shall be jointly and severally liable hereunder.

SCHEDULE

Vendor: **WHARPARILLA WEST PTY LTD (ACN 630 942 639) as Trustee for the Millar Family Trust (West)** of 132 Wharparilla Drive, Echuca VIC 3564

Purchaser:

of

Guarantor:

of

EXECUTED AS A DEED

IN WITNESS whereof the said Guarantors have set their hands and seals this

day of 2022.

SIGNED SEALED AND DELIVERED by the said)
Guarantor in Victoria in the presence of:)

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

- 1.1 In this general condition “electronic signature“ means a digital signature or a visual representation of a person’s handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and “electronically signed” has a corresponding meaning.
- 1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser’s obligations as if the signatory were the purchaser in the case of a default by a proprietary limited company purchaser.

3. GUARANTEE

The vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.

4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

- (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
- (b) any reservations in the crown grant; and
- (c) any lease referred to in the particulars of sale.

5.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out in the header of this page.

6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.

6.3 The vendor warrants that the vendor:

- (a) has, or by the due date for settlement will have, the right to sell the land; and
- (b) is under no legal disability; and
- (c) is in possession of the land, either personally or through a tenant; and
- (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
- (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

The vendor must obtain any necessary consent or licence required for the sale. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under condition 11.2, the purchaser must:

- (a) only use the vendor's date of birth for the purposes specified in condition 11.2; and
- (b) keep the date of birth of the vendor secure and confidential.

- 11.4 The vendor must ensure that at or before settlement, the purchaser receives:
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property:
- (a) that:
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if:
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor:

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay:

as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendor's possession relating to the property if requested in writing to do so at least 21 days before settlement.

13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.
-

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and

- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

- (a) the vendor provides particulars to the satisfaction of the purchaser, that either:
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.

14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

14.7 Payment of the deposit may be made or tendered:

- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

- (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00a.m. and 4.00p.m. unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

18.7 The parties must do everything reasonably necessary to effect settlement:

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the

purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

19.7 In this general condition:

(a) 'GST Act' means A New Tax System (Goods and Services Tax) Act 1999 (Cth); and

(b) 'GST' includes penalties and interest.

20. LOAN

20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

(d) is not in default under any other condition of this contract when the notice is given.

20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

21.1 This general condition only applies if the applicable box in the particulars of sale is checked.

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

(a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

22.1 This general condition only applies if the applicable box in the particulars of sale is checked.

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

(a) the settlement is conducted through an electronic lodgement network; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.

24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or

*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

25.6 The purchaser must:

- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
- (b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
- (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
- (e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

- (a) settlement is conducted through an electronic lodgement network; and
- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgement network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

25.10 A party must provide the other party with such information as the other party requires to:

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligations will not merge on settlement.

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the Sale of Land Act 1962 or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner; or
 - (d) by email.
- 27.4 Any document properly sent by:

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

The purchaser and/or another person authorised by the purchaser may inspect the property at any reasonable time during the 7 days preceding and including the settlement day.

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

30.2 While any money remains owing each of the following applies:

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

A party who breaches this contract must pay to the other party on demand:

- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
- (b) any interest due under this contract as a result of the breach.

Default

33. INTEREST

Interest at a rate of 2% per annum plus the rate for the time being fixed by section 2 of the *Penalty Interest Rates Act* 1983 is payable at settlement on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

34. DEFAULT NOTICE

34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

35.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

35.3 If the contract ends by a default notice given by the purchaser:

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

35.4 If the contract ends by a default notice given by the vendor:

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

VENDOR'S STATEMENT PURSUANT TO 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.

VENDOR **WHARPARILLA WEST PTY LTD (ACN 630 942 639) as Trustee for the Millar Family Trust (West)**

PROPERTY **Lot Stages 8 and 9, Wharparilla Estate, Murray Valley Highway, Echuca**

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 certificates.

- (b) Amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge of, are as follows:
 - (i) The purchaser will be liable for municipal, water, sewerage and drainage rates and charges from the date of settlement.
 - (ii) The purchaser may also become liable for State Land Tax depending on the use to which the property is put and other properties owned by the purchaser.

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

Nil.

1.3 **Terms Contract**

This section 1.3 only applies if the 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, particulars are as follows:

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 to the receipt of rents and profits, are as follows:

Nil.

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

- (a) Are as set out in the attached copies of title documents otherwise none known to the vendor.
- (b) Particulars of any existing failure to comply with the terms of that easement, covenant or restriction are as follows:

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

3.2 Road Access

There is access to the property by road.

3.3 Designated Bushfire Prone Area

The land is in a bushfire prone area under section 192A of the *Building Act 1993*.

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 are as follows:

If any, are as contained in the attached planning permit, searches, certificates and/or statements.

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 notice of intention to acquire served under section 6 of the *Land Acquisition and Compensation Act 1986* are as follows:

Nil.

5. **BUILDING PERMITS**

No building permits have been issued under the *Building Act 1993* in the preceding 7 years (required only where there is a residence on the land).

6. **OWNERS CORPORATION**

The land is not affected by an Owners Corporation within the meaning of the *Owners Corporations Act 2006*.

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*.

7.1 **Work-in-Kind Agreement**

There is no work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987*).

7.2 **GAIC Recording**

The land is not affected by the GAIC.

8. **SERVICES**

The following services are **not** connected to the land:

- (a) electricity supply
- (b) gas supply
- (c) water supply
- (d) sewerage
- (e) telephone services

9. TITLE

9.1 Attached is a copy of the last conveyance in the chain of title or other document which gives evidence of the vendor's title to the land.

10. SUBDIVISION

10.1 Unregistered Subdivision – Stage 7B PS847034J and Stage 7C PS847044F

Attached is a copy of the latest version of the plan as the plan of subdivision has not yet been certified.

10.2 Unregistered Subdivision – Stages 8 and 9 PS900128F

Attached is a copy of the latest version of the plan as the plan of subdivision has not yet been certified.

10.3 Staged Subdivision – Plans of Subdivision PS548989K, PS847034J, PS847044F and PS900128F

(a) Attached is a copy of the plans for PS548989K, PS827743Q, PS847034J, PS847044F and PS900128F

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

Refer to Planning Permit No. PLN170/2019 (Amended)

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

Not known at this time.

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

10.4 Further Plan of Subdivision

Attached is a copy of the latest version of the plan (if the later plan has not yet been certified).

11. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION

There is no certificate relating to Energy Efficiency Information 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 the 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.

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

Date of this Statement: 1 8 2022
...../...../.....

Signature of the vendor:  
.....
Signed by Director of Wharparilla West Pty Ltd (ACN 630 942 639)

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

Date of this Acknowledgment: /...../.....

Signature of the purchaser:

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.

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.

PLAN OF SUBDIVISION

EDITION 1

PS 900128F

LOCATION OF LAND

PARISH: WHARPARILLA
CROWN ALLOTMENTS 113 (PART) & 114 (PART)
AND CROWN PRE-EMPTIVE SECTION A (PART)

TITLE REFERENCE:

LAST PLAN REFERENCE: LOT A ON PS 847044F

POSTAL ADDRESS: MURRAY VALLEY HIGHWAY, ECHUCA VIC 3564
(at time of subdivision)

MGA CO-ORDINATES: E 293 215 ZONE: 55
(of approx. centre of land in plan) N 6 001 929 GDA 2020

COUNCIL NAME: CAMPASPE SHIRE COUNCIL

DRAFT

VESTING OF ROADS AND/OR RESERVES

NOTATIONS

IDENTIFIER	COUNCIL/BODY/PERSON
ROADS R1	CAMPASPE SHIRE COUNCIL
RESERVE No.1	CAMPASPE SHIRE COUNCIL
RESERVE No.2	POWERCOR AUSTRALIA LTD.
RESERVE No.3	POWERCOR AUSTRALIA LTD.

OTHER PURPOSE OF THE PLAN:-
PART OF THE PIPELINES OR ANCILLARY PURPOSES EASEMENT CREATED IN FAVOUR OF COLIBAN REGION WATER CORPORATION ON PS 548989K AND SHOWN MARKED E-7 ON PS 548989K IS TO BE REMOVED.
THE PART TO BE REMOVED IS THE PORTION NOT SHOWN ON THIS PLAN.
GROUNDS FOR REMOVAL:-
CONSENT OF BENEFITTING BODY PURSUANT TO SECTION 6(1)(k)(iii) OF THE SUBDIVISION ACT 1988.

NOTATIONS

DEPTH LIMITATION: DOES NOT APPLY.

SURVEY: THIS PLAN IS BASED ON SURVEY.

STAGING: THIS IS NOT A STAGED PLAN OF SUBDIVISION.
PLANNING PERMIT No. PLN170/2019

LOT NUMBERS 1 TO 29 INCLUSIVE HAVE BEEN OMITTED FROM THIS PLAN.

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s).
WHARPARILLA 29, 72, 73, 81, 82, 84 AND SR75S5 IN PROCLAIMED SURVEY AREA No.

EASEMENT INFORMATION

LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/ IN FAVOUR OF
E-1	POWERLINE	15	PS525335Q - SEC.88, ELECTRICITY INDUSTRY ACT 2000	POWERCOR AUST. LTD.
E-2	POWER LINE	SEE DIAG.	PS548989K - SEC.88, ELECTRICITY INDUSTRY ACT 2000	POWERCOR AUSTRALIA LTD.
E-3	PIPELINES OR ANCILLARY PURPOSES	SEE DIAG.	PS548989K (SEC.136, WATER ACT 1989)	COLIBAN REGION WATER CORPORATION
E-4	CARRIAGEWAY	SEE DIAG.	THIS PLAN	CAMPASPE SHIRE COUNCIL
E-4	DRAINAGE	SEE DIAG.	THIS PLAN	CAMPASPE SHIRE COUNCIL

Chris Smith
& ASSOCIATES

LEVEL 1 / 135 FRYERS STREET
SHEPPARTON VIC. 3630
PH: (03) 5820 7700
FAX: (03) 5822 4878
www.csmith.com.au

SURVEYOR'S REF: 21199/01

ORIGINAL SHEET
SIZE: A3

SHEET 1 OF 7 SHEETS

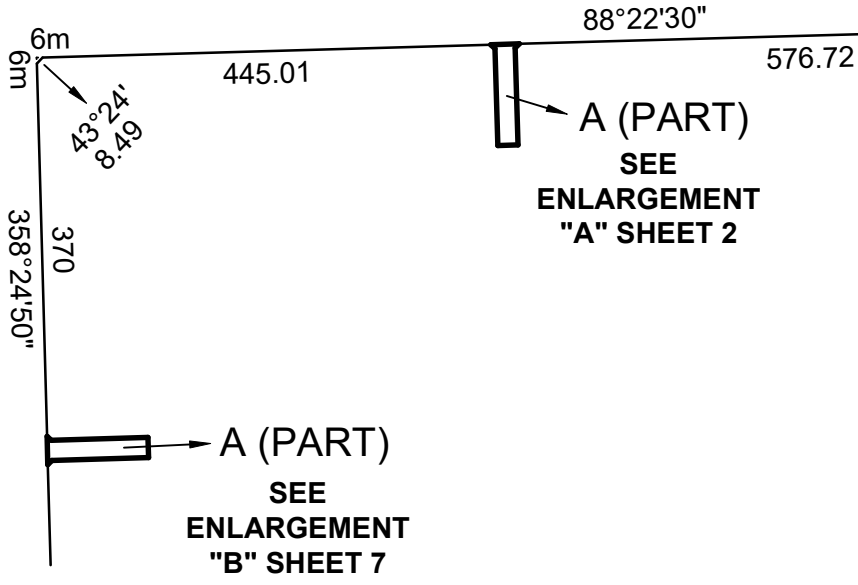
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· URBAN & REGIONAL PLANNERS

· CIVIL ENGINEERS
· PROJECT MANAGERS

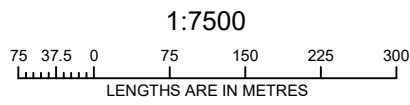
PTY LTD

BRADLEY SANDERS / VERSION 1

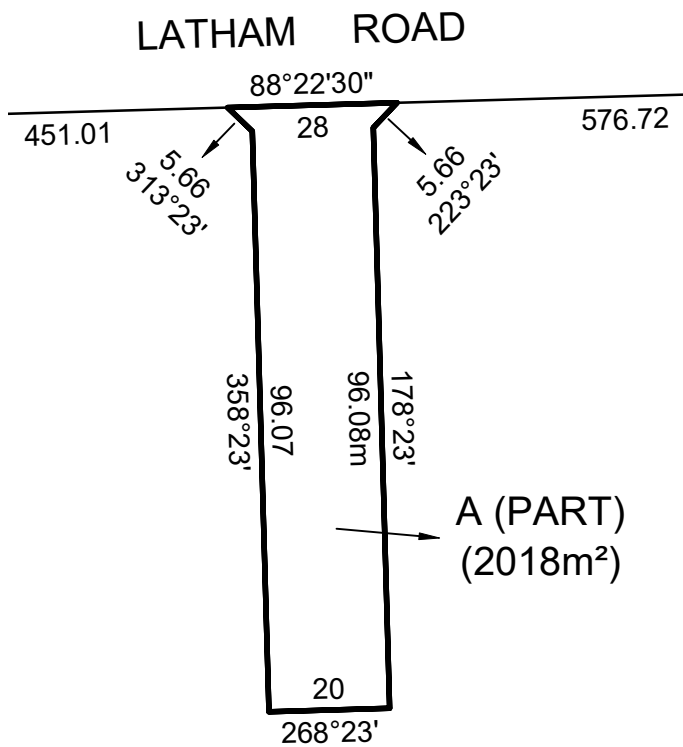
BRAUND ROAD



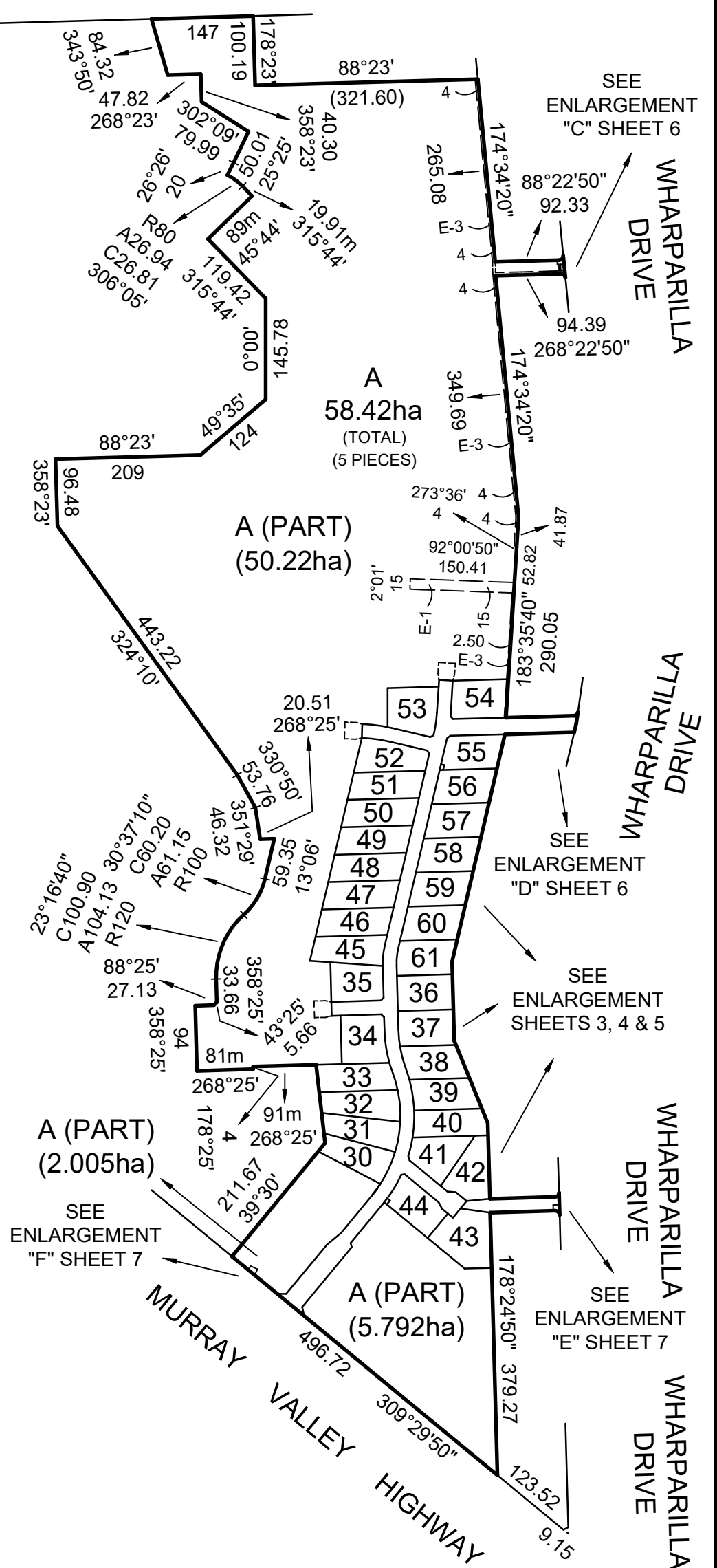
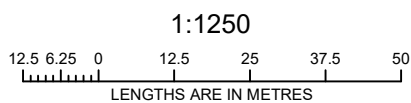
DRAFT



M.G.A. 2020 ZONE 55



ENLARGEMENT "A"



SURVEYOR'S REF: 21199/01

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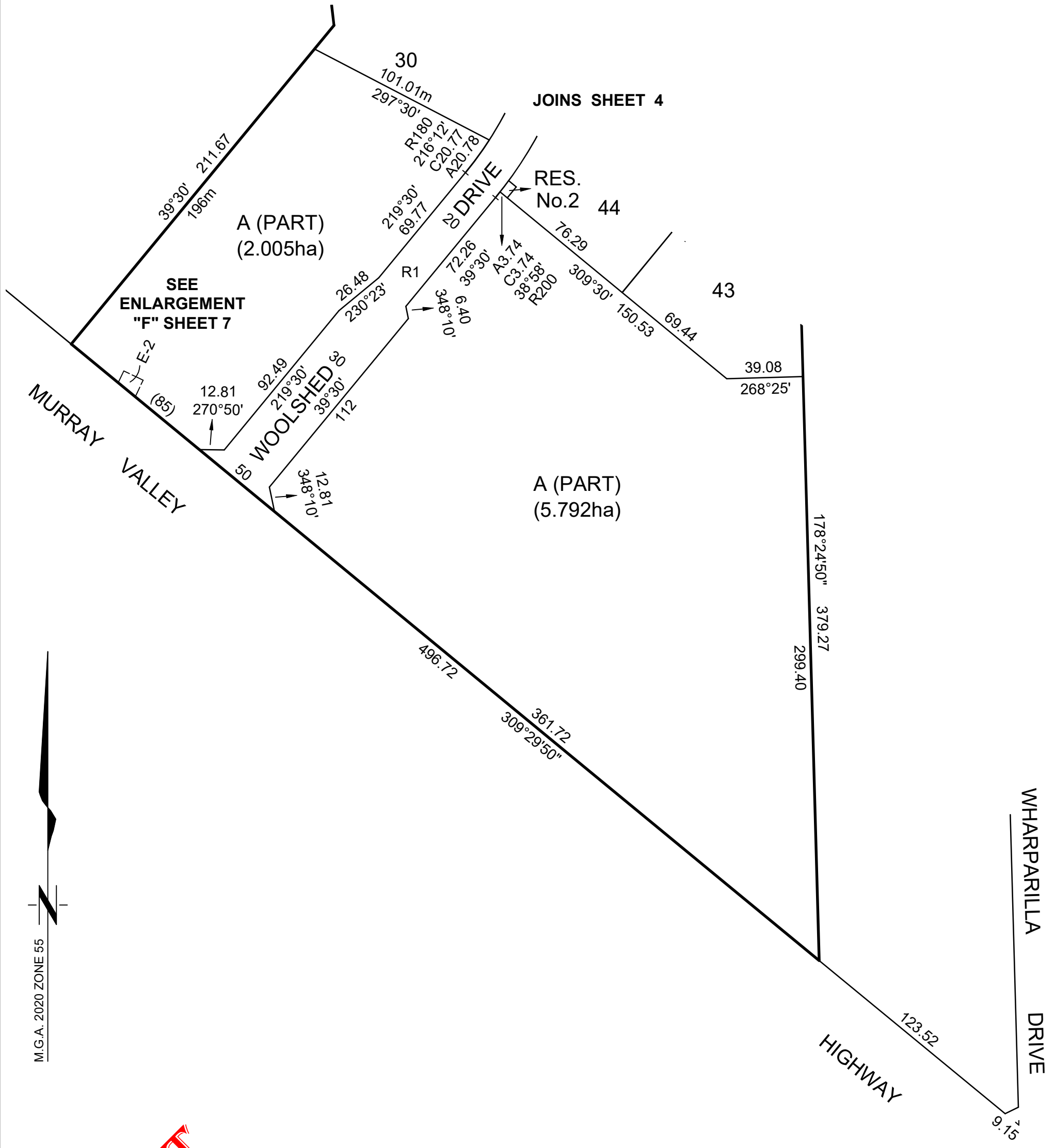
PTY LTD

SCALE AS SHOWN

ORIGINAL SHEET SIZE: A3

SHEET 2


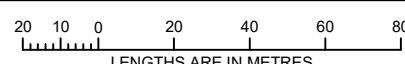
BRADLEY SANDERS / VERSION 1



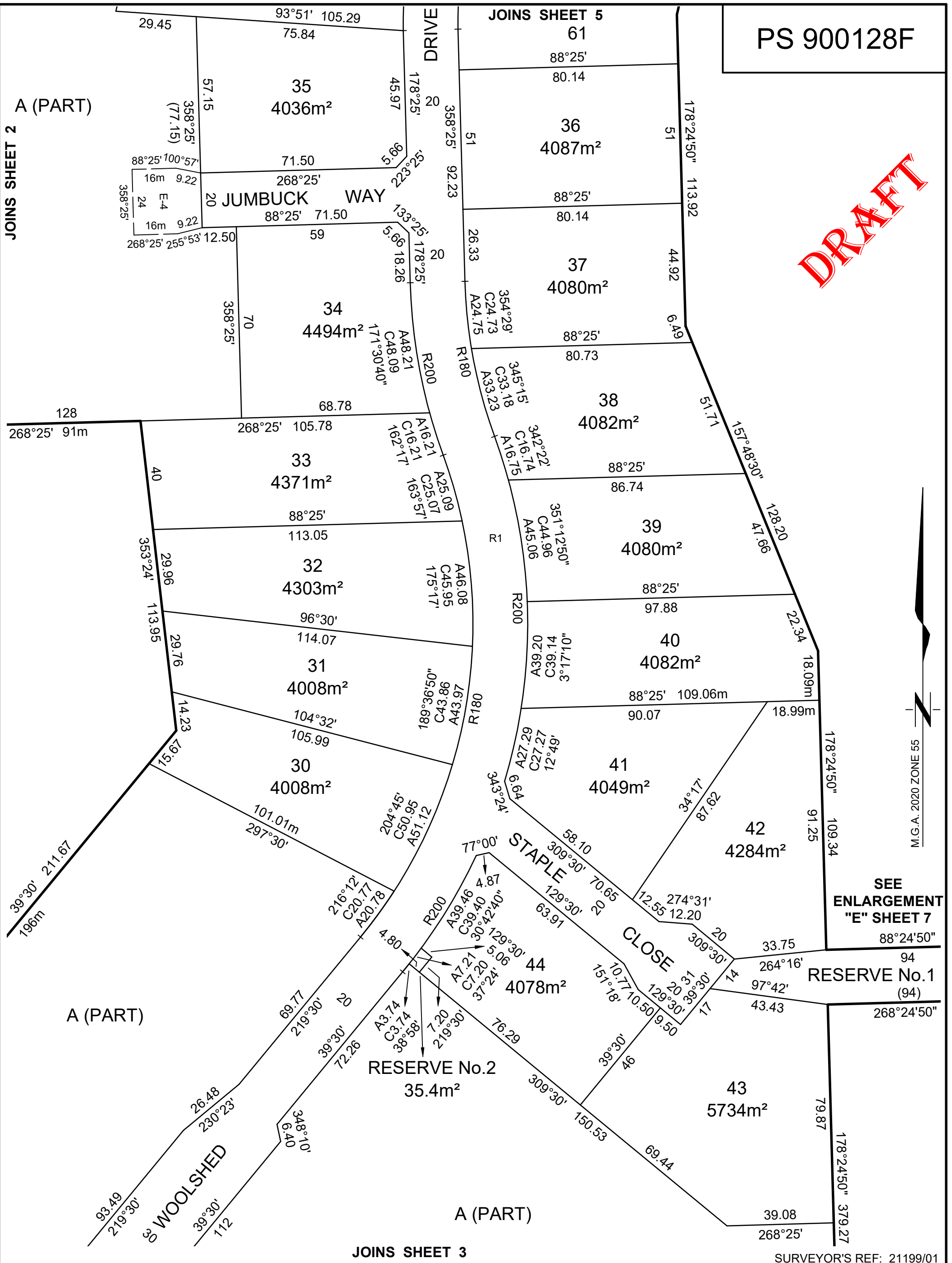
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M.G.A. 2020 ZONE 55

SURVEYOR'S REF: 21199/01

<p>Chris Smith & Associates</p> <p>LEVEL 1 / 135 FRYERS STREET SHEPPARTON VIC. 3630 PH: (03) 5820 7700 FAX: (03) 5822 4878 www.csmith.com.au</p> <p>PTD LTD · LAND SURVEYORS · CIVIL ENGINEERS · URBAN & REGIONAL PLANNERS · PROJECT MANAGERS</p> 	<p>SCALE 1 : 2000</p>  <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 3</p>
	<p>BRADLEY SANDERS / VERSION 1</p>		

DRAFT



SEE
ENLARGEMENT
"E" SHEET 7

RESERVE No.1
(94)

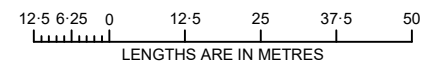
JOINS SHEET 3

SURVEYOR'S REF: 21199/01

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SCALE
1:1250



ORIGINAL SHEET
SIZE: A3

SHEET 4

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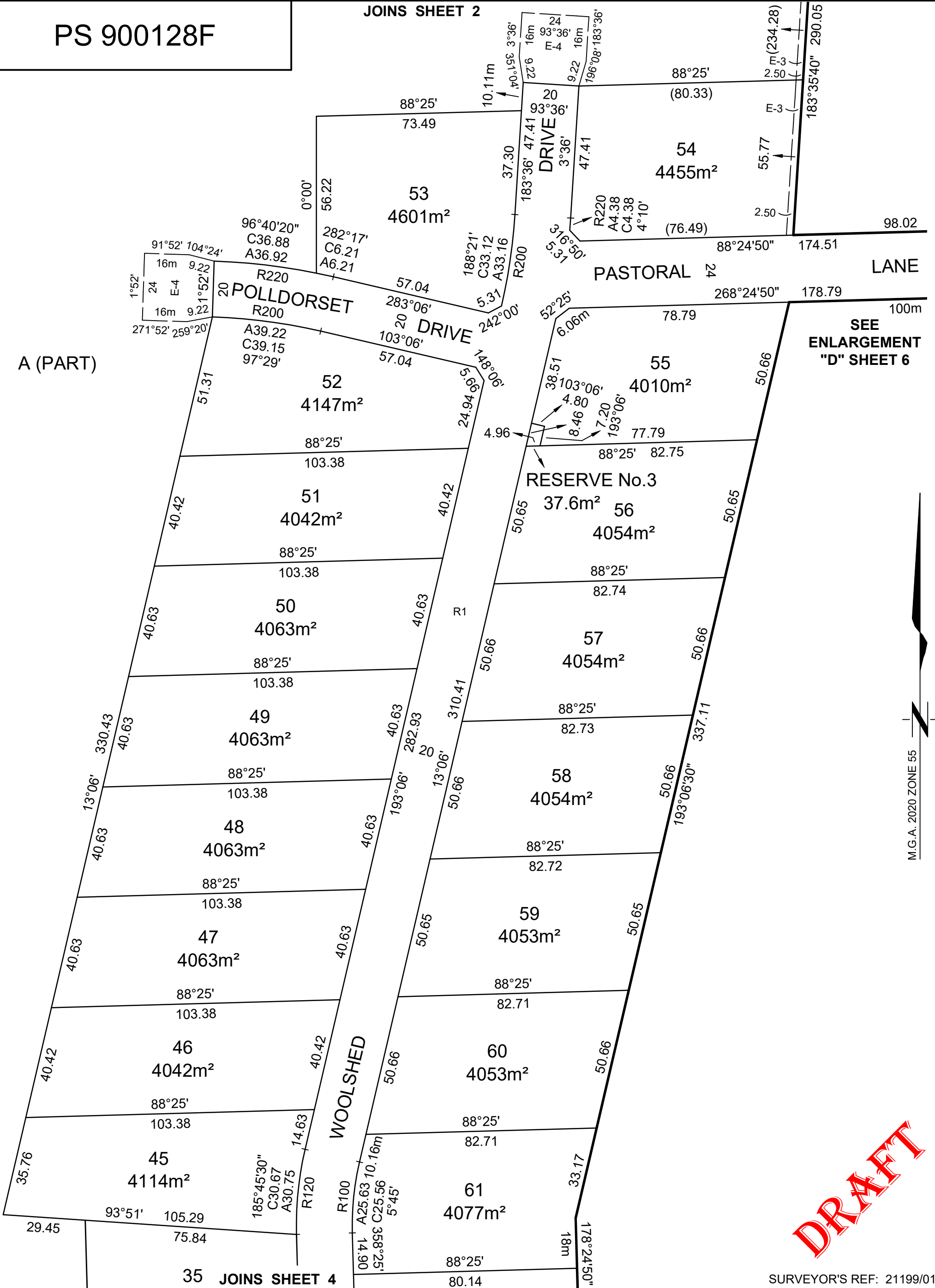
BRADLEY SANDERS / VERSION 1

PS 900128F

JOINS SHEET 2

JOINS SHEET 2

A (PART)



SEE ENLARGEMENT "D" SHEET 6

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M.G.A. 2020 ZONE 55

35 JOINS SHEET 4

SURVEYOR'S REF: 21199/01

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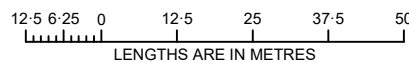
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PTY LTD

SCALE
1:1250



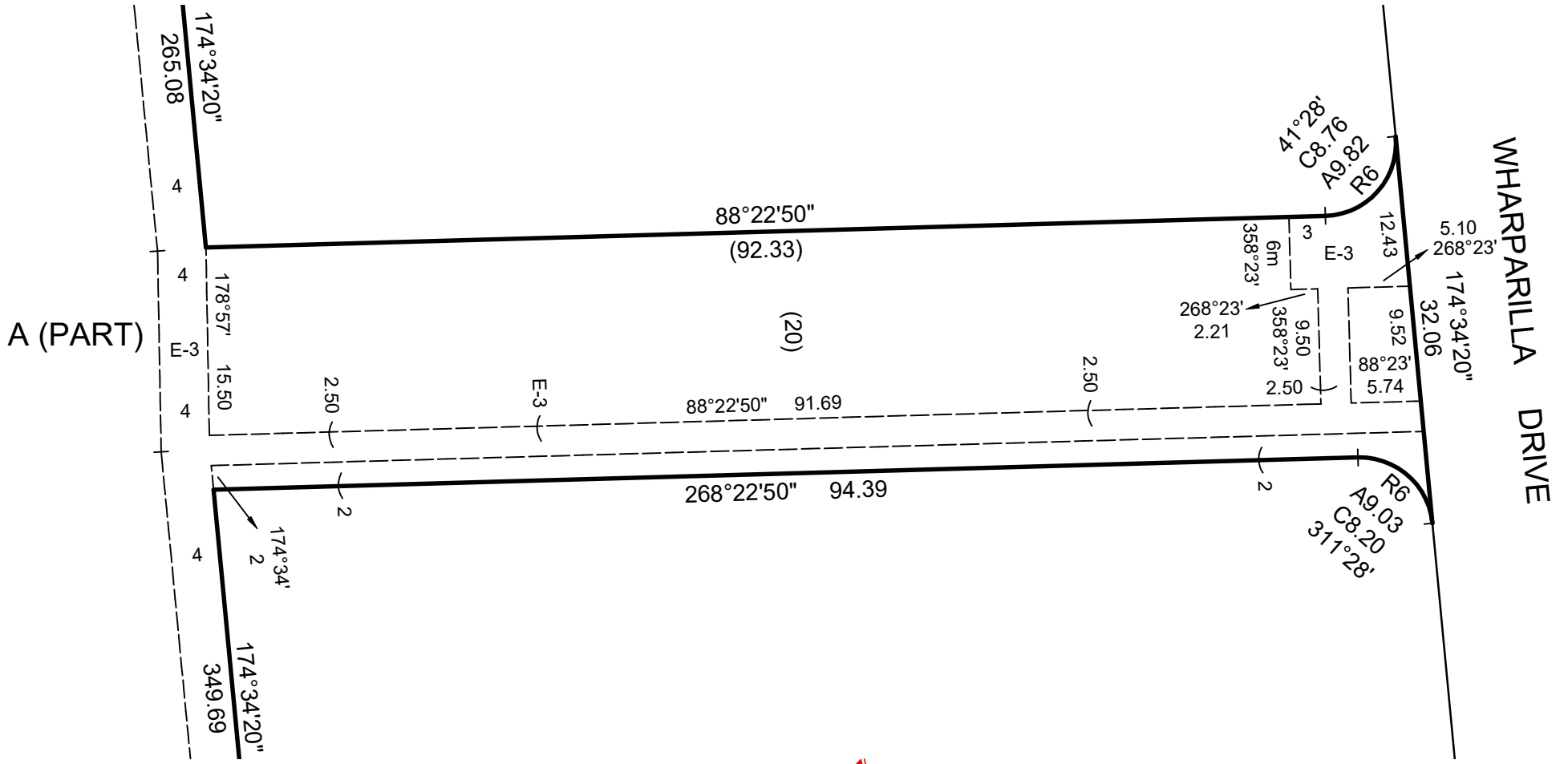
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SHEET 5

BRADLEY SANDERS / VERSION 1

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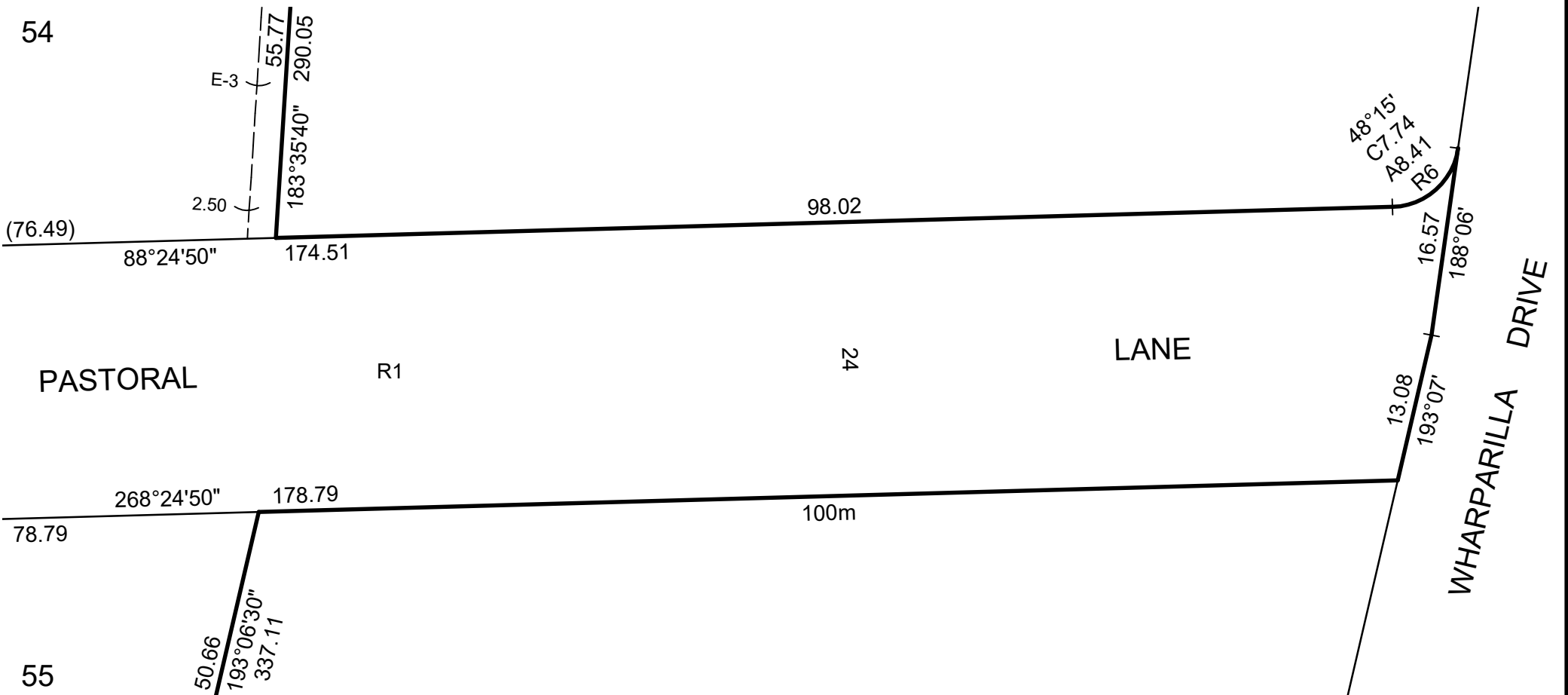
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55 ENCL ZONE 55
M.G.A. 2020

ENLARGEMENT "D"



SURVEYOR'S REF: 21199/01

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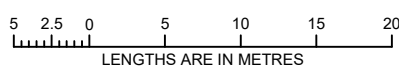
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SCALE
1:500



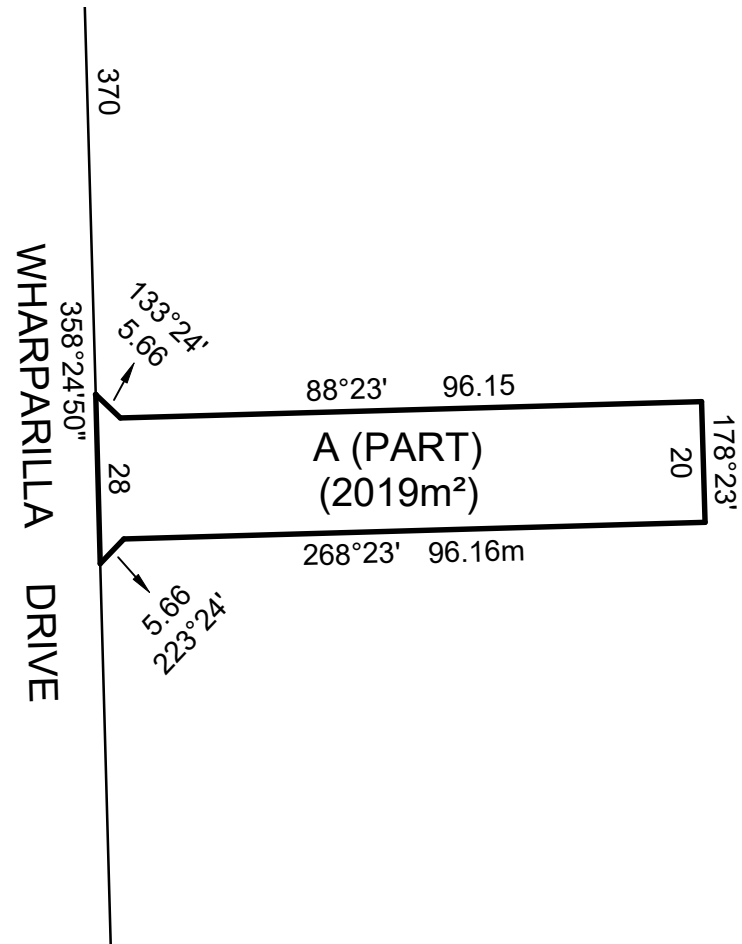
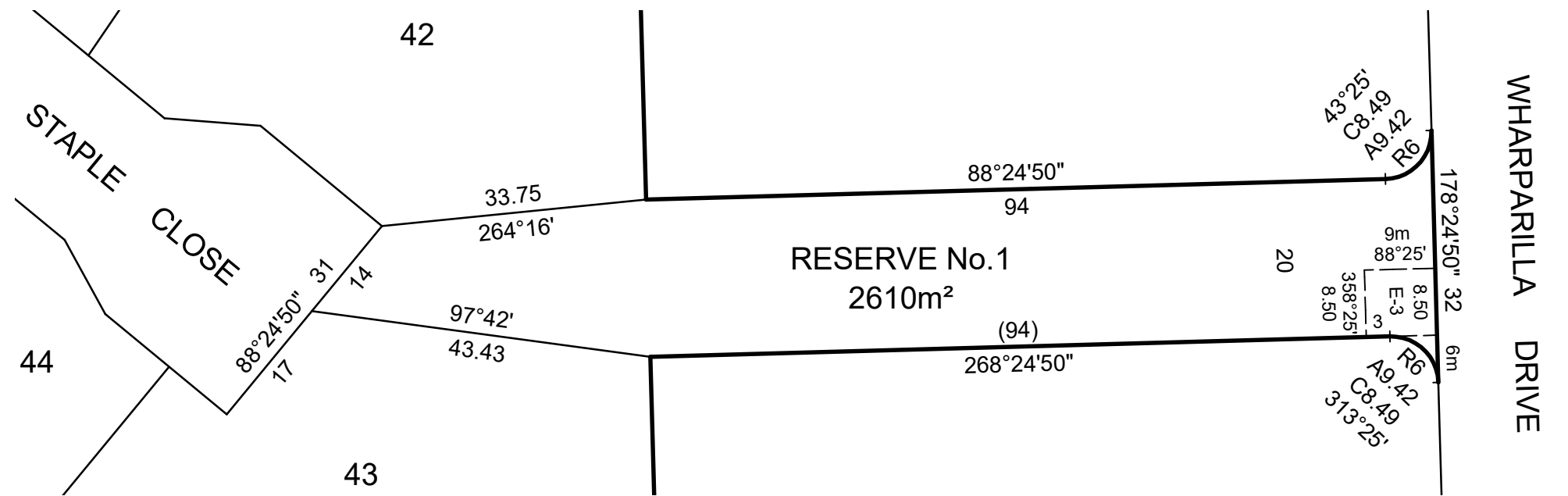
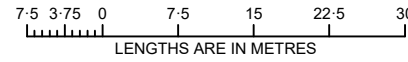
ORIGINAL SHEET
SIZE: A3

SHEET 6

BRADLEY SANDERS / VERSION 1

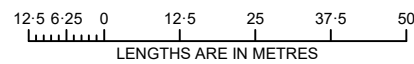
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SCALE OF ENLARGEMENT 1:750



ENLARGEMENT "B"

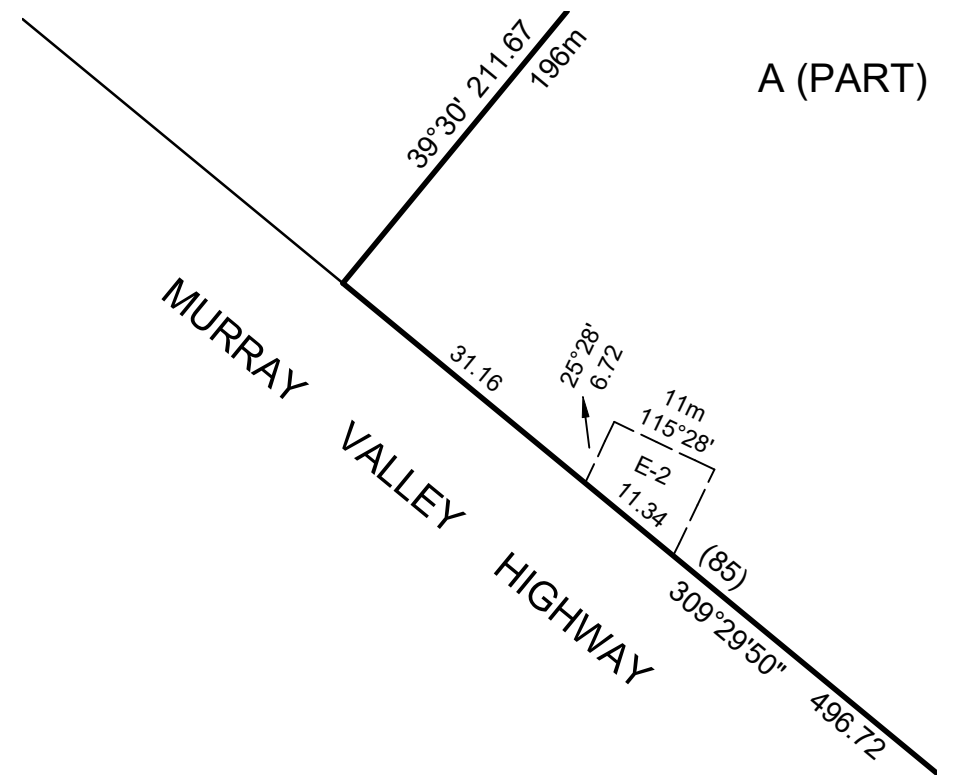
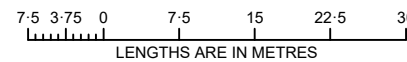
SCALE OF ENLARGEMENT 1:1250



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ENLARGEMENT "F"

SCALE OF ENLARGEMENT 1:750



M.G.A. 2020 ZONE 55

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SCALE AS SHOWN	ORIGINAL SHEET SIZE: A3	SHEET 7
BRADLEY SANDERS / VERSION 1		

Memorandum of common provisions

Restrictive covenants in a plan

Section 91A Transfer of Land Act 1958

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Lodged by	
Name:	Melville & Hicks Lawyers
Phone:	03 5483 0200
Address:	201 Hare Street Echuca 3564
Reference:	20220398
Customer code:	24365V

This memorandum contains provisions which are intended for inclusion in plans under the Subdivision Act 1988 to be subsequently lodged for registration.

Operative words including words to bind the burdened land and words of annexation must not be included.

Provisions to apply to the plan:

Burdened land: As set out in the plan.

Benefited land: As set out in the plan.

Covenants: definitions (if any):

covenants:

The registered proprietor for the time being of the burdened land ("the land") or any part or parts thereof **shall not:-**

1. erect or re-erect or allow to be erected or re-erected on the land any building or part of a building which has previously been erected in another location or use any second-hand building materials in the construction of any building on the land;
2. erect or cause or suffer to be erected on the land any building other than one dwelling house with outbuilding, carport or garage in accordance with clauses 3, 4 or 5 hereof respectively and such dwelling house shall;

35402012

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 plans.

91ATLA

Page 1 of 6

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: see www.delwp.vic.gov.au/property>Contact us

\\MHE-AP01\Lawdocs\Docs\20210660\4068812.docx

OFFICIAL

Memorandum of common provisions

Section 91A Transfer of Land Act 1958

- 2.1. not be erected without a carport or garage being erected in conjunction with the construction of the dwelling house and in accordance with clauses 4 or 5 hereof respectively; and
- 2.2. not have a floor area of less than 200 square metres within the outer walls thereof, calculated by excluding the area of all eaves, carports, pergolas, verandahs and garages; and
- 2.3. not be constructed of external wall cladding material of unfinished fibro cement sheeting or timber weatherboards which do not have a painted or rendered finish or any reflective material; **provided that** the transferee will not be prevented from using light weight approved and certified systems such as hebel aerated concrete or exsulite polystyrene systems as an external wall cladding material unless such cladding would be considered by the Victorian Building Authority or any successor thereof to be combustible cladding and provided that the base sheets have a coated and painted finish not less than 5 millimetre in thickness; and
- 2.4. not be roofed with any material other than non-reflective colorbond steel sheeting, concrete tiles, slate tiles or terracotta tiles; and
- 2.5. not be used as other than a private residence; and
- 2.6. not have any of the following items visible from the front boundary: -
 - 2.6.1. air conditioners and/or evaporative coolers; and
 - 2.6.2. water systems; and
 - 2.6.3. rainwater tanks; and
 - 2.6.4. any clothesline or clothes hoist; and
 - 2.6.5. any swimming pool, spa and/or sauna related filtration and/or heating equipment; and
 - 2.6.6. external antennae, aerials or satellite dishes; and
 - 2.6.7. hot water tanks; and
 - 2.6.8. refuse bins; and
 - 2.6.9. external waste plumbing (but not including down pipes and guttering);and
- 2.7. not have any swimming pool, spa and/or sauna related filtration and/or heating equipment located, on or next to, an external wall of such dwelling house which faces a side boundary of the land unless such equipment is colour matched to that wall surface and fitted with a noise baffle.

Memorandum of common provisions

Section 91A Transfer of Land Act 1958

3. erect or cause or suffer to be erected on the land any outbuilding (other than a carport or garage) which:
 - 3.1 is to be erected prior to the erection of the dwelling house; and
 - 3.2 has a floor area of more than 180 square metres or a wall height of more than 3.9 metres or a total height of more than 5 metres; and
 - 3.3 is constructed of material other than brick, stone or non-reflective colorbond steel sheeting (unless that outbuilding has a floor area of 10 square metres or less); and
 - 3.4 if constructed of non-reflective colorbond steel sheeting such sheeting must be of one single colour (including doors) of "colorbond woodland grey" or "colorbond monument" or manufacturer's equivalent; and
 - 3.5 is not fully enclosed; and
 - 3.6 has a roof with less than a 10 degree pitch and more than a 16 degree pitch; and
 - 3.7 is contained within the outbuilding envelopes shown on the annexed "Proposed Outbuilding Envelope Plan"; and
 - 3.8 is additional to any outbuilding already erected on the land which has a floor area of more than 10 square metres.
4. erect or cause or suffer to be erected on the land any carport which:
 - 4.1 is not erected in conjunction with the erection of a dwelling house; and
 - 4.2 has a roof, the pitch of which is not identical to the roof pitch of the dwelling house being erected on the land; and
 - 4.3 is not constructed of the same materials used in the construction of the dwelling house being erected on the land; and
 - 4.4 is additional to any carport already erected on the land; and
 - 4.5 is located any further forward than the front building line of the dwelling house being erected on the land; and
 - 4.6 can accommodate more than two (2) motor vehicles (not being any motor vehicles referred to in clauses 11.1 and 11.2 hereof).
5. erect or cause or suffer to be erected on the land any garage which:
 - 5.1 is not erected in conjunction with the erection of the dwelling house; and
 - 5.2 is not fully enclosed; and
 - 5.3 has a roof, the pitch of which is not identical to the roof pitch of the dwelling house erected on the land; and

Memorandum of common provisions

Section 91A Transfer of Land Act 1958

- 5.4 is not constructed of the same materials used in the construction of the dwelling house erected on the land; and
 - 5.5 is additional to any garage already erected on the land; and
 - 5.6 is wider than the width necessary to accommodate two (2) motor vehicles side by side and which is deeper than the depth necessary to accommodate a further two (2) motor vehicles side by side (not being any motor vehicles referred to in clauses 11.1 and 11.2 hereof).
6. use or allow to be used on any internal fencing or building erected on or to be erected on the land-
 - 6.1 any internal fence or wall on the road frontage boundary or between the road frontage boundary and the dwelling house; and
 - 6.2 any reflective material on any internal fencing and if constructed of non-reflective colorbond steel sheeting such sheeting must be of one single colour (including gates) of "colorbond woodland grey" or manufacturer's equivalent; and
 - 6.3 any internal fence of a height greater than 1.8 metres measured from ground level to the top of the fence PROVIDED THAT this clause shall not apply to an internal fence which is to surround a tennis court or swimming pool; and
 - 6.4 any reflective material.
 7. erect or allow to be erected on the land any boundary fence which is constructed of any materials other than;
 - 7.1 a post and wire fence not exceeding 1.2 metres height measured from ground level to the top of the fence with treated timber posts or colorbond steel post which colour must be "colorbond woodland grey";
 - 7.2 a swimming pool security fence within the boundaries of the land in conjunction with the construction of an inground swimming pool on the land;
 - 7.3 a standard black mesh tennis court fence within the boundaries of the land in conjunction with the construction of a tennis court on the land.
 8. use or cause or suffer to be used on the land any outbuilding, mobile home, caravan, tent or other moveable accommodation for living or residential accommodation purposes;
 - 9 cause or allow to be placed on the land any shipping container.
 - 10 erect or re-erect or allow to be erected or re-erected on the land any above- ground swimming pool.
 11. use or cause or suffer the land to be used for any of the following purposes:

Memorandum of common provisions

Section 91A Transfer of Land Act 1958

- 11.1 road transport terminal depot or any purpose ancillary thereto, or for the purpose of parking, storing or garaging thereon any articulated vehicle or heavy vehicle as defined in any relevant legislation or otherwise according to accepted usage of such terms; and
 - 11.2 bus terminal depot or any purpose ancillary thereto, or for the purpose of parking, storing or garaging thereon any articulated vehicle or heavy vehicle as defined in any relevant legislation or otherwise according to accepted usage of such terms; and
 - 11.3 displaying goods for hire or sale; and
 - 11.4 panel beating or motor repair workshop; and
 - 11.5 wood yard, boat yard, marina or marine depot; and
 - 11.6 commercial storage; and
 - 11.7 recreational motor cycling or similar vehicles; and
 - 11.8 bed and breakfast accommodation or air bnb accommodation or holiday accommodation and/or letting; and
 - 11.9 commercial or business activity and the installation on the land of any plant or material connected with a commercial or business activity.
- 12 allow any plant, machinery, recreational or commercial vehicle, caravan, boat, trailer, commercial trailer or car trailer to be left or parked on the roadway, or nature strip adjoining the land unless it is stored in a garage, carport or outbuilding.
 - 13 allow any plant, machinery, recreational or commercial vehicle, caravan, boat, trailer, commercial trailer or car trailer to be left or parked on the land unless it is stored in a garage, carport or outbuilding.
 - 14 subdivide or allow to be subdivided the land or any building erected or to be erected on the land.
 - 15 remove or lop any trees or plantations established by the transferor; and
 - 16 remove or lop any native vegetation without planning approval from the responsible authority unless the removal or lopping is otherwise exempt from permit requirements.
 - 17 keep or allow to be kept on the land any goats, pigs, horses, cattle, sheep, roosters, pigeons and no more than two dogs, two cats, six chickens or birds other than those permitted by the responsible authority or authorities.
 - 18 allow the land and any structure thereon to become a fire hazard or be used for any purpose which in the opinion of the transferor may have a detrimental effect on the amenity of the neighbourhood.

Memorandum of common provisions

Section 91A Transfer of Land Act 1958

PROVIDED always that Wharparilla West Pty Ltd ACN 630 942 639 reserves the right to release, vary, add to or modify these covenants in relation to the other land in the Plan of Subdivision.

1.

2.

Mandatory

Covenants to be listed here.

Expiry:

Optional.

Specify the date the covenants are to expire or if the covenants are to expire on the happening of a particular event, specify the event. If the expiry only applies to particular covenants or specific lots/folios, this must be clearly specified.

SEE SHEET 2

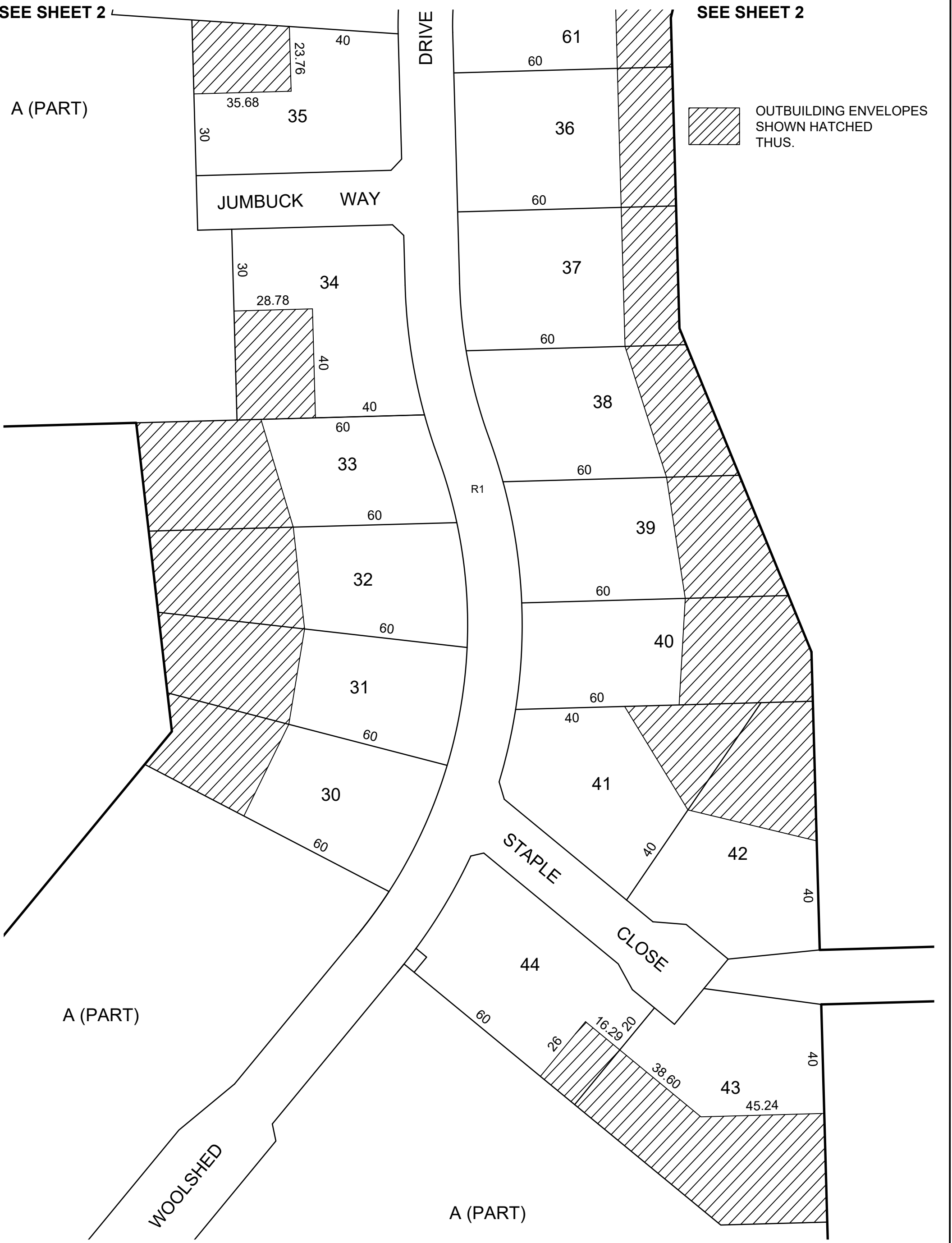
SEE SHEET 2

A (PART)

DRIVE

JUMBUCK WAY

OUTBUILDING ENVELOPES SHOWN HATCHED THUS.



A (PART)

WOOLSHED

A (PART)

STAPLE CLOSE



REVISION	DATE	ZONE



Scale 1:1250 @ vA3

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LEVEL 1 / 135 FRYERS STREET, SHEPPARTON, VIC. 3630

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Designed
Drawn
Checked
Approved

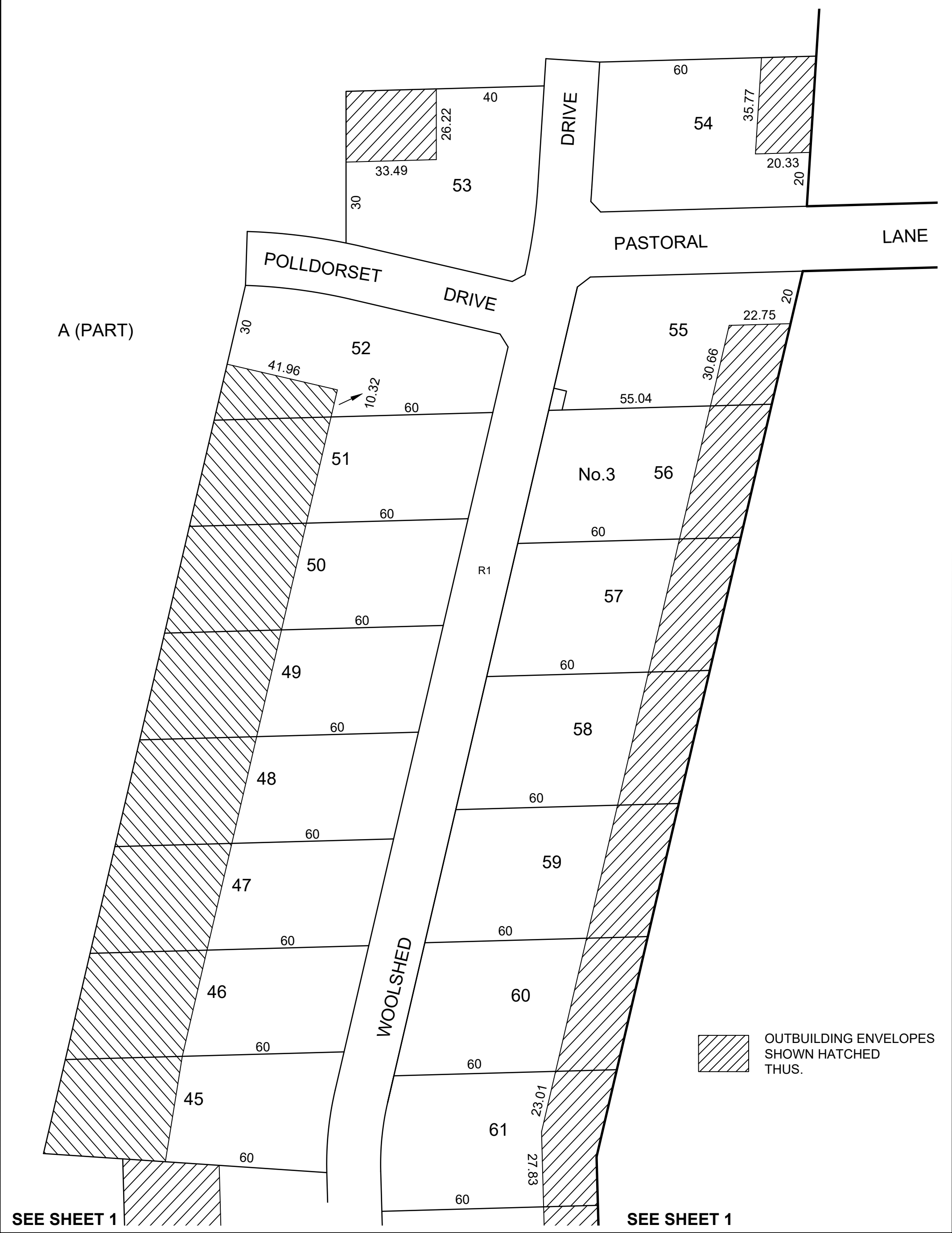
Wharparilla West Pty. Ltd. Proposed Outbuilding Envelopes

Plan of Outbuilding Envelopes

Drawing No. 21199/03
Sheet No. 1 of 2

Rev. 01
2119903v1.dwg

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SEE SHEET 1

SEE SHEET 1



REVISION	DATE	ZONE



Scale 1:1250 @ vA3

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Designed
 Drawn
 Checked
 Approved

Wharparilla West Pty. Ltd.
Proposed Outbuilding Envelopes

Plan of Outbuilding Envelopes

Drawing No. 21199/03 Rev. 01
 Sheet No. 2 of 2 2119903v1.dwg

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PLAN OF SUBDIVISION

EDITION 1

PS847034J

LOCATION OF LAND

PARISH: WHARPARILLA
CROWN ALLOTMENTS 113 (PART) & 114 (PART)
AND CROWN PRE-EMPTIVE SECTION A (PART)

TITLE REFERENCE:

LAST PLAN REFERENCE: LOT A ON PS827743Q

POSTAL ADDRESS: LATHAM ROAD, ECHUCA VIC 3564
(at time of subdivision)

MGA CO-ORDINATES: E 293 215 ZONE: 55
(of approx. centre of land in plan) N 6 001 929 GDA 2020

Council Name: Shire of Campaspe

SPEAR Reference Number: S174250P

VESTING OF ROADS AND/OR RESERVES

NOTATIONS

IDENTIFIER	COUNCIL/BODY/PERSON
ROAD R1	CAMPASPE SHIRE COUNCIL

NOTATIONS

DEPTH LIMITATION: DOES NOT APPLY.

SURVEY: THIS PLAN IS BASED ON SURVEY.

STAGING: THIS IS NOT A STAGED PLAN OF SUBDIVISION.
PLANNING PERMIT No. PLN170/2019

THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s).
WHARPARILLA 29, 72, 73, 81, 82, 84 AND SR75S5 IN PROCLAIMED SURVEY
AREA No.

EASEMENT INFORMATION

LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/ IN FAVOUR OF
E-1	POWERLINE	15	PS525335Q - SEC.88, ELECTRICITY INDUSTRY ACT 2000	POWERCOR AUST. LTD.
E-2	CARRIAGEWAY	SEE DIAG.	LP66303	LOTS ON LP66303
E-3	WATER SUPPLY	5	INSTRUMENT AM860933V	GOULBURN-MURRAY RURAL WATER CORPORATION
E-4	POWER LINE	SEE DIAG.	PS548989K - SEC.88, ELECTRICITY INDUSTRY ACT 2000	POWERCOR AUSTRALIA LTD.
E-5	PIPELINES OR ANCILLARY PURPOSES	SEE DIAG.	PS548989K (SEC.136, WATER ACT 1989)	COLIBAN REGION WATER CORPORATION
E-6	PIPELINES OR ANCILLARY PURPOSES	2.5	THIS PLAN	COLIBAN REGION WATER CORPORATION

Chris Smith
& ASSOCIATES

LEVEL 1 / 135 FRYERS STREET
SHEPPARTON VIC. 3630
PH: (03) 5820 7700
FAX: (03) 5822 4878
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SURVEYOR'S REF: 21052/02

ORIGINAL SHEET
SIZE: A3

SHEET 1 OF 5 SHEETS

· LAND SURVEYORS
· URBAN & REGIONAL PLANNERS

· CIVIL ENGINEERS
· PROJECT MANAGERS

PTY LTD

BRADLEY SANDERS / VERSION 3

LATHAM ROAD

SEE ENLARGEMENT "A" SHEET 3

SEE ENLARGEMENT "B" SHEET 4

WHARPARILLA DRIVE

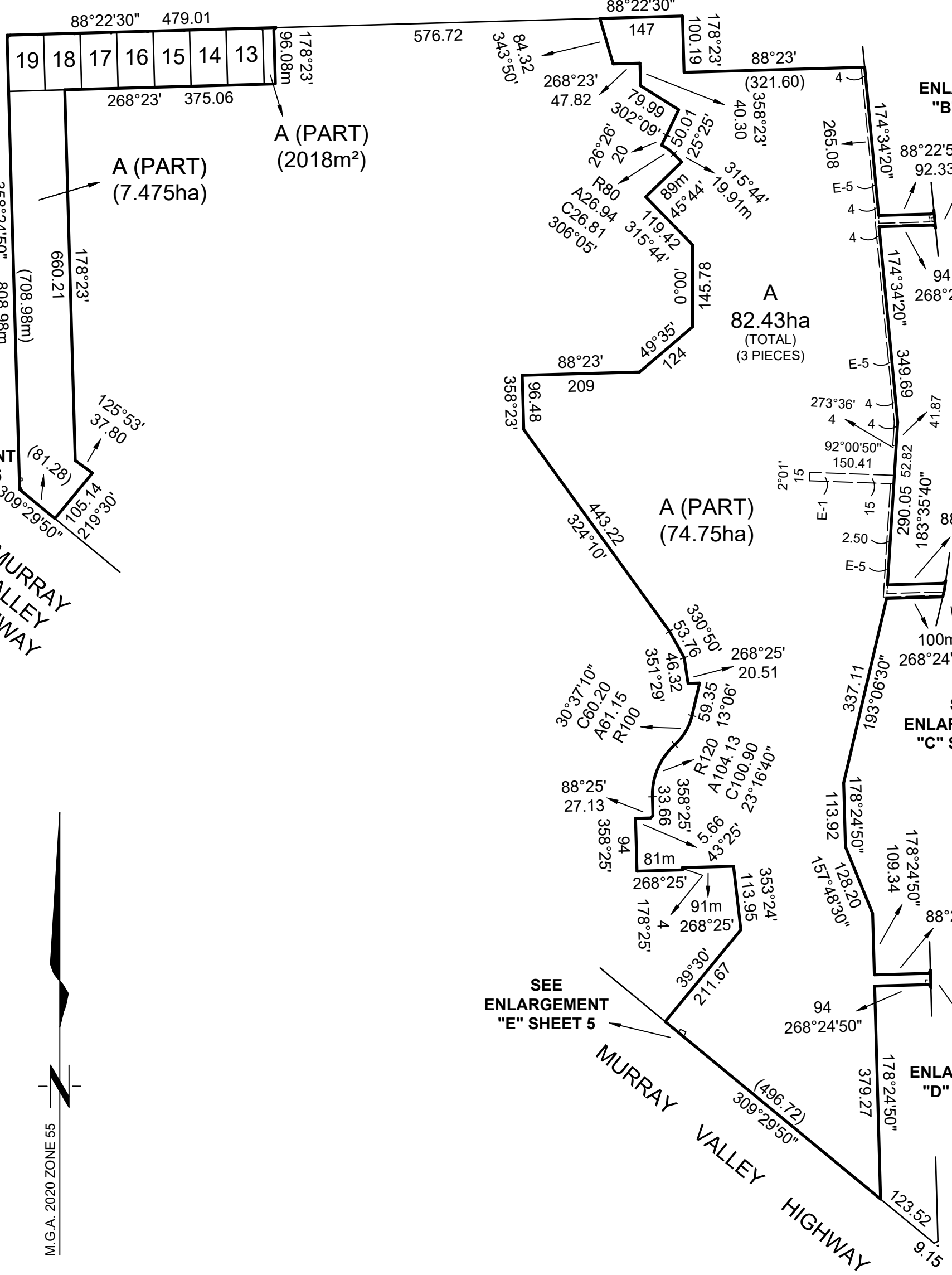
WHARPARILLA DRIVE

SEE ENLARGEMENT "C" SHEET 4

WHARPARILLA DRIVE

SEE ENLARGEMENT "D" SHEET 5

WHARPARILLA DRIVE



SEE ENLARGEMENT "F" SHEET 5

BRAUND ROAD

MURRAY VALLEY HIGHWAY



SURVEYOR'S REF: 21052/02

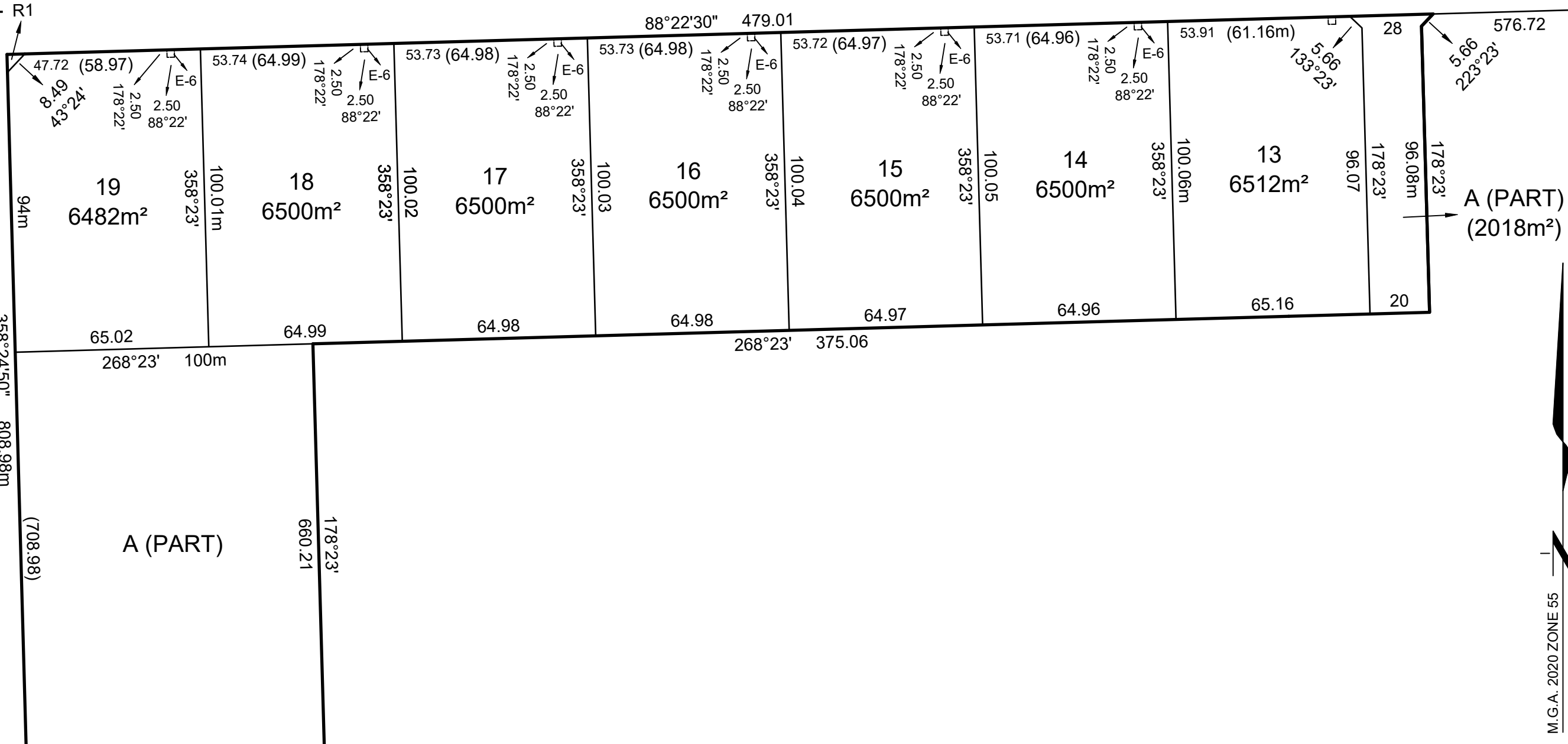
ENLARGEMENT "A"

LATHAM ROAD

SEE ENLARGEMENT "H" SHEET 5

SEE ENLARGEMENT "G" SHEET 5

BRAUND ROAD



M.G.A. 2020 ZONE 55

SURVEYOR'S REF: 21052/02

Chris Smith & ASSOCIATES

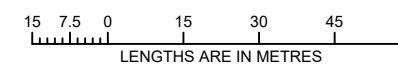
LEVEL 1 / 135 FRYERS STREET
SHEPPARTON VIC. 3630
PH: (03) 5820 7700
FAX: (03) 5822 4878
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SCALE
1:1500



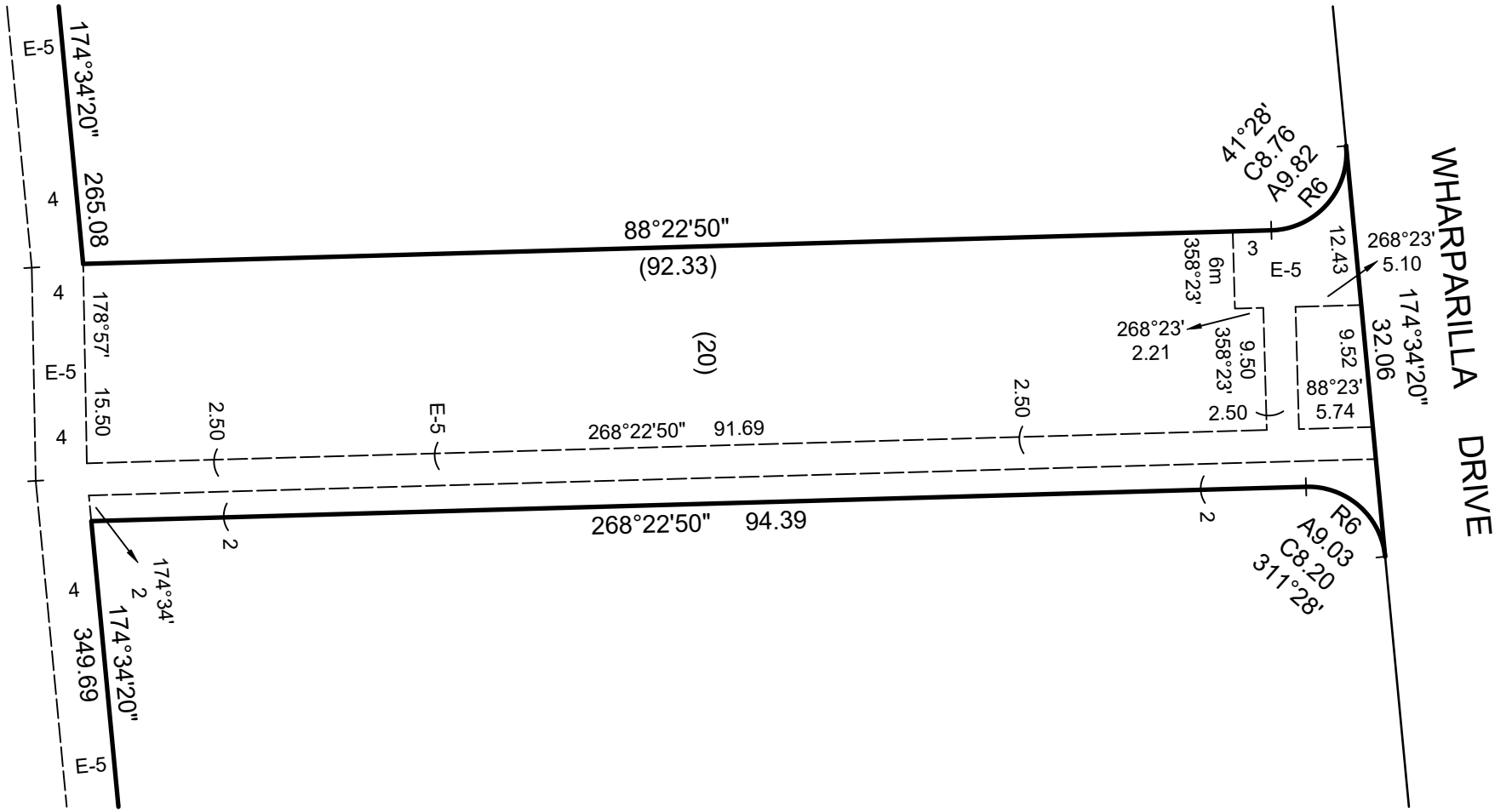
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SHEET 3

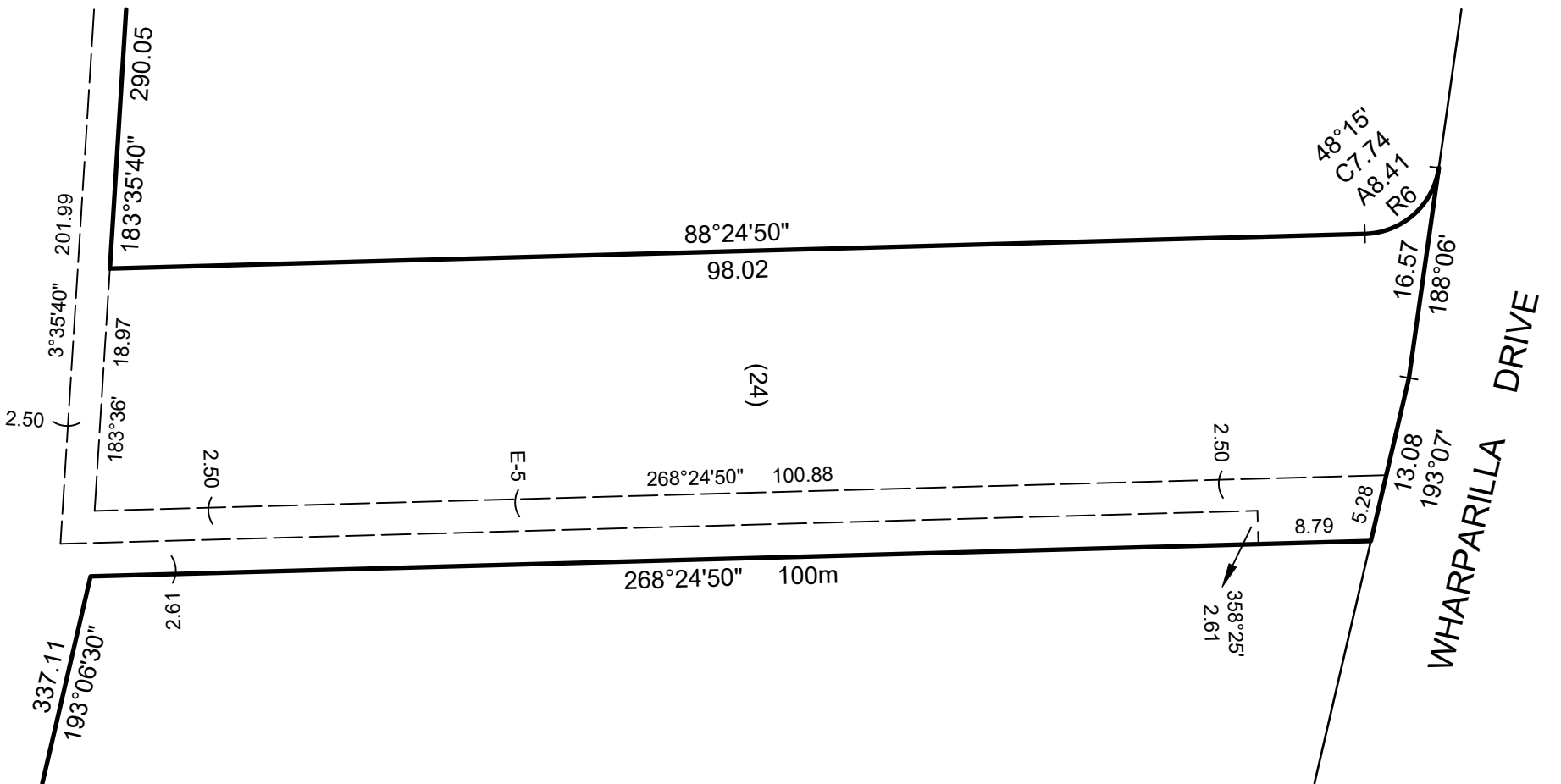
BRADLEY SANDERS / VERSION 3

ENLARGEMENT "B"

PS847034J



ENLARGEMENT "C"



59 ENCL ZONE 55
M.G.A. 2020 V.G.W.

SURVEYOR'S REF: 21052/02

Chris Smith
& ASSOCIATES

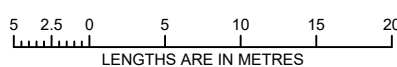
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SCALE
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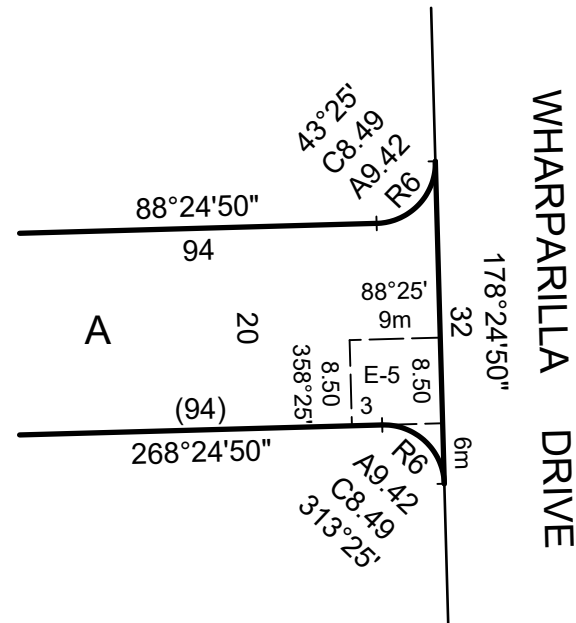


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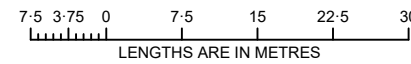
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BRADLEY SANDERS / VERSION 3

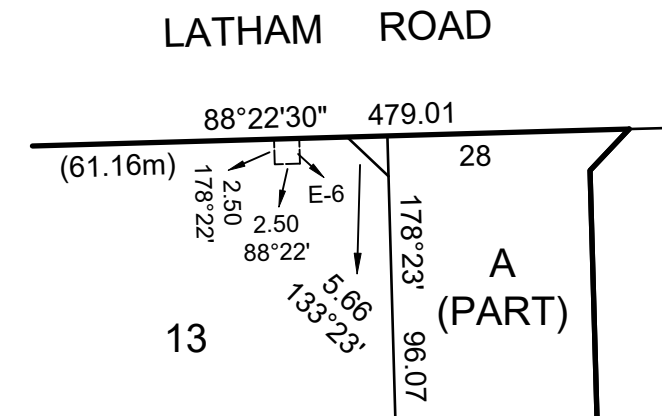
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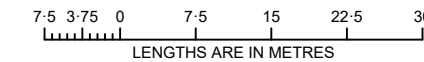
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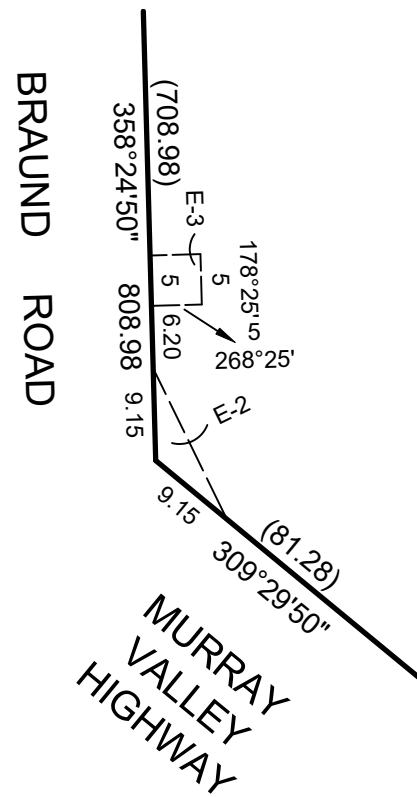
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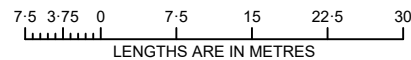
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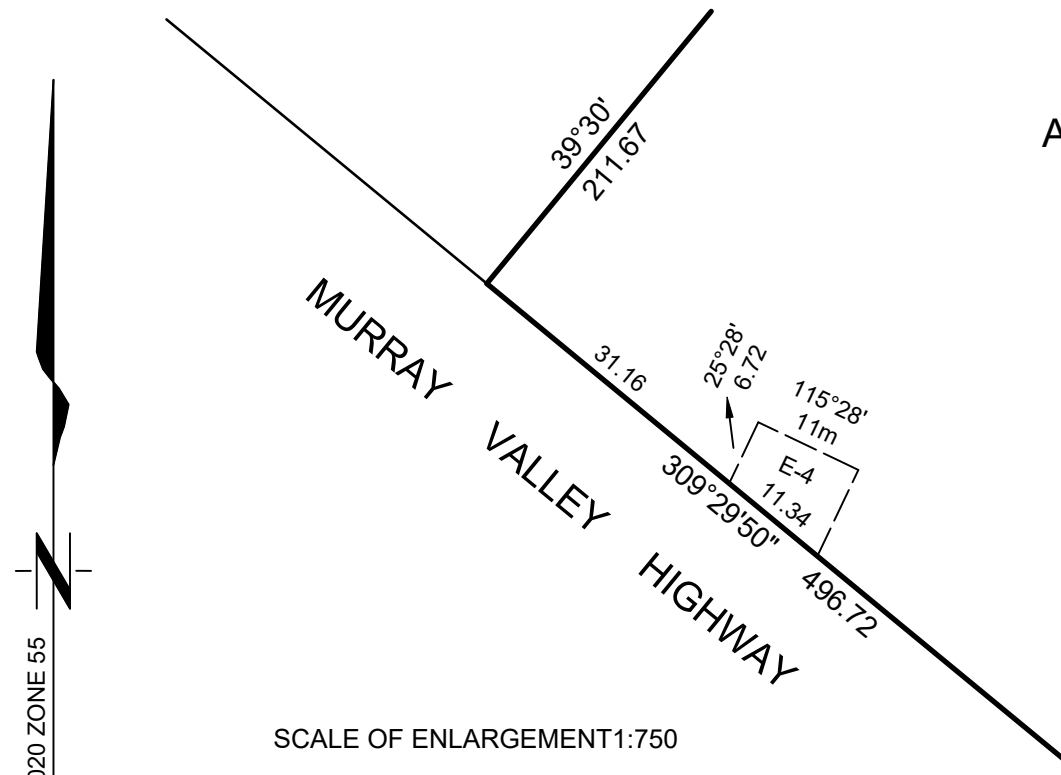
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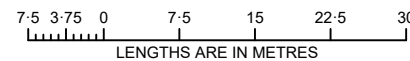
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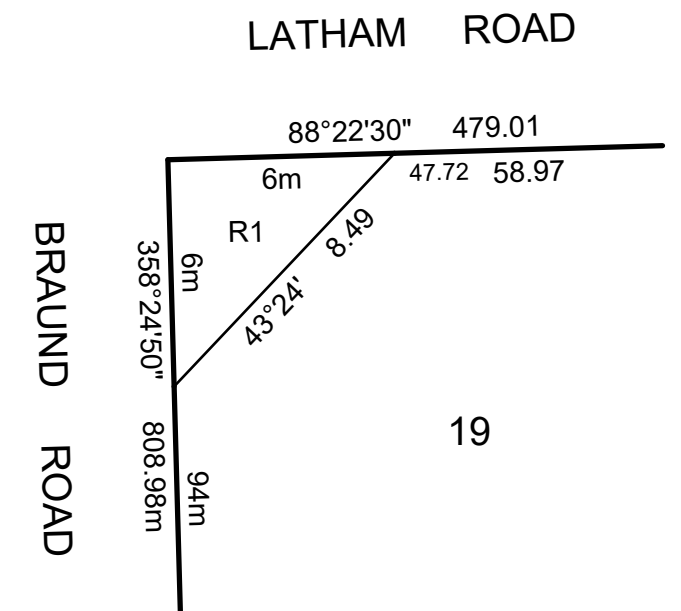
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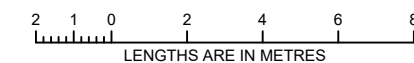
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ENLARGEMENT "G"



SCALE OF ENLARGEMENT 1:200



M.G.A. 2020 ZONE 55

SURVEYOR'S REF: 21052/02

PLAN OF SUBDIVISION

EDITION 1

PS847044F

LOCATION OF LAND

PARISH: WHARPARILLA
CROWN ALLOTMENTS 113 (PART) & 114 (PART)
AND CROWN PRE-EMPTIVE SECTION A (PART)

TITLE REFERENCE:

LAST PLAN REFERENCE: LOT A ON PS847034J

POSTAL ADDRESS: BRAUND ROAD, ECHUCA VIC 3564
(at time of subdivision)

MGA CO-ORDINATES: E 293 215 ZONE: 55
(of approx. centre of land in plan) N 6 001 929 GDA 2020

COUNCIL NAME: CAMPASPE SHIRE COUNCIL

VESTING OF ROADS AND/OR RESERVES

NOTATIONS

IDENTIFIER	COUNCIL/BODY/PERSON	OTHER PURPOSE OF THIS PLAN: - (1) THE WHOLE OF THE WATER SUPPLY EASEMENT IN FAVOUR OF GOULBURN - MURRAY RURAL WATER CORPORATION CREATED IN INSTRUMENT AM860933V IS TO BE REMOVED GROUNDS FOR REMOVAL - CONSENT OF BENEFITTING BODY PURSUANT TO SECTION 6 (1) (k) (iii) OF THE SUBDIVISION ACT 1988.
RESERVE No.1 ROAD R1	CAMPASPE SHIRE COUNCIL CAMPASPE SHIRE COUNCIL	
NOTATIONS		
DEPTH LIMITATION: DOES NOT APPLY.		
SURVEY: THIS PLAN IS BASED ON SURVEY.		
STAGING: THIS IS NOT A STAGED PLAN OF SUBDIVISION. PLANNING PERMIT No. PLN170/2019		
THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). WHARPARILLA 29, 72, 73, 81, 82, 84 AND SR75S5 IN PROCLAIMED SURVEY AREA No.		

EASEMENT INFORMATION

LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/ IN FAVOUR OF
E-1	POWERLINE	15	PS525335Q - SEC.88, ELECTRICITY INDUSTRY ACT 2000	POWERCOR AUST. LTD.
E-2	CARRIAGEWAY	SEE DIAG.	LP66303	LOTS ON LP66303
E-3	WATER SUPPLY	5	THIS PLAN	GOULBURN-MURRAY RURAL WATER CORPORATION
E-4	POWER LINE	SEE DIAG.	PS548989K - SEC.88, ELECTRICITY INDUSTRY ACT 2000	POWERCOR AUSTRALIA LTD.
E-5	PIPELINES OR ANCILLARY PURPOSES	SEE DIAG.	PS548989K (SEC.136, WATER ACT 1989)	COLIBAN REGION WATER CORPORATION
E-6	PIPELINES OR ANCILLARY PURPOSES	2.50	THIS PLAN (SEC.136, WATER ACT 1989)	COLIBAN REGION WATER CORPORATION
E-7 & E-10	WATER SUPPLY	2	THIS PLAN	CAMPASPE SHIRE COUNCIL
E-8	DRAINAGE	5	THIS PLAN	LOTS 24 - 29 INCLUSIVE ON THIS PLAN
E-9 & E-10	POWER LINE	SEE DIAG.	THIS PLAN - SEC.88, ELECTRICITY INDUSTRY ACT 2000	POWERCOR AUSTRALIA LTD.

Chris Smith
& ASSOCIATES

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SURVEYOR'S REF: 21121/01

ORIGINAL SHEET
SIZE: A3

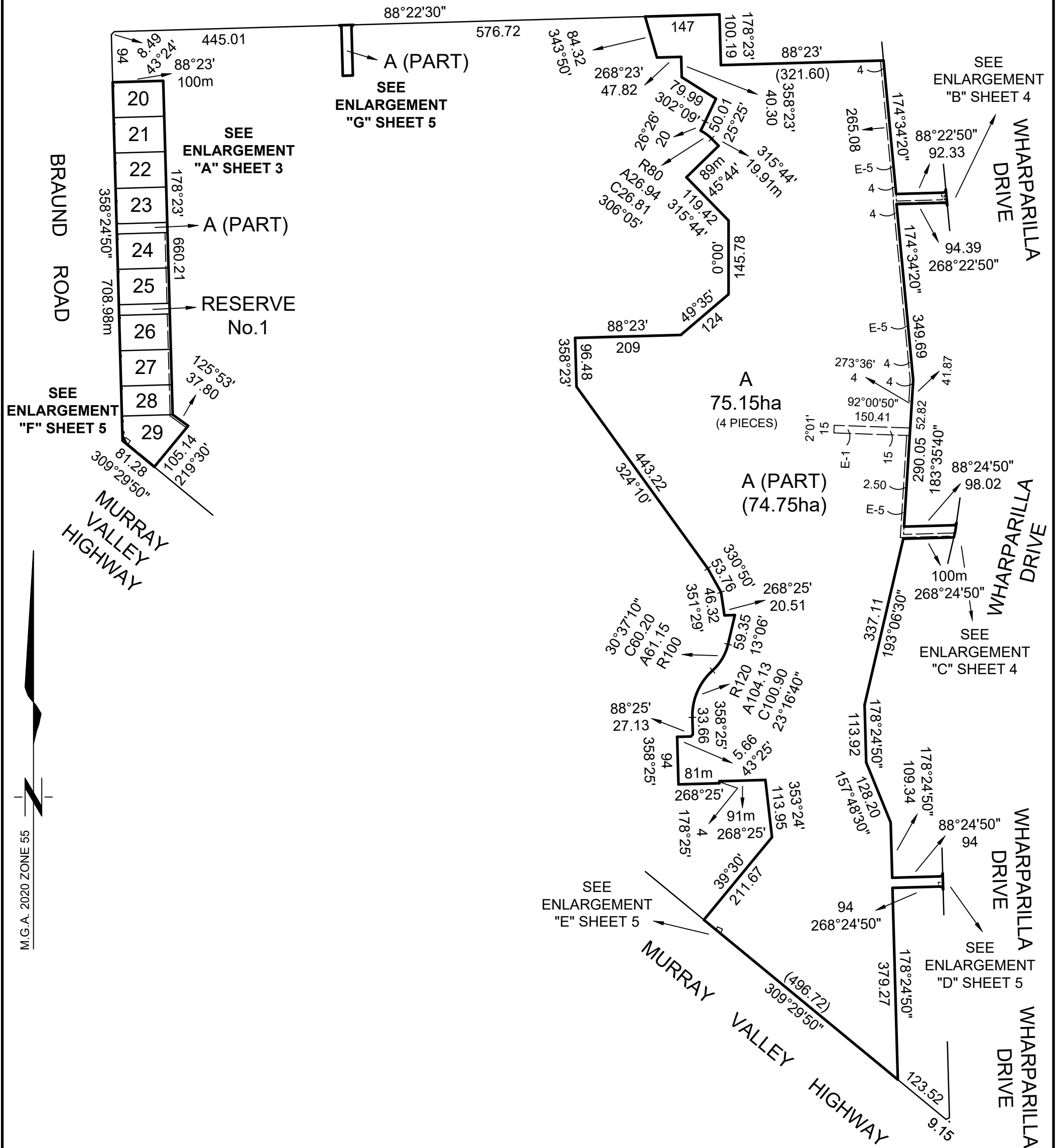
SHEET 1 OF 5 SHEETS

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BRADLEY SANDERS / VERSION 3

LATHAM ROAD



SURVEYOR'S REF: 21121/01

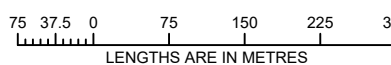
Chris Smith
& ASSOCIATES

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FAX: (03) 5822 4878
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LAND SURVEYORS CIVIL ENGINEERS
URBAN & REGIONAL PLANNERS PROJECT MANAGERS

PTY LTD

SCALE
1:7500



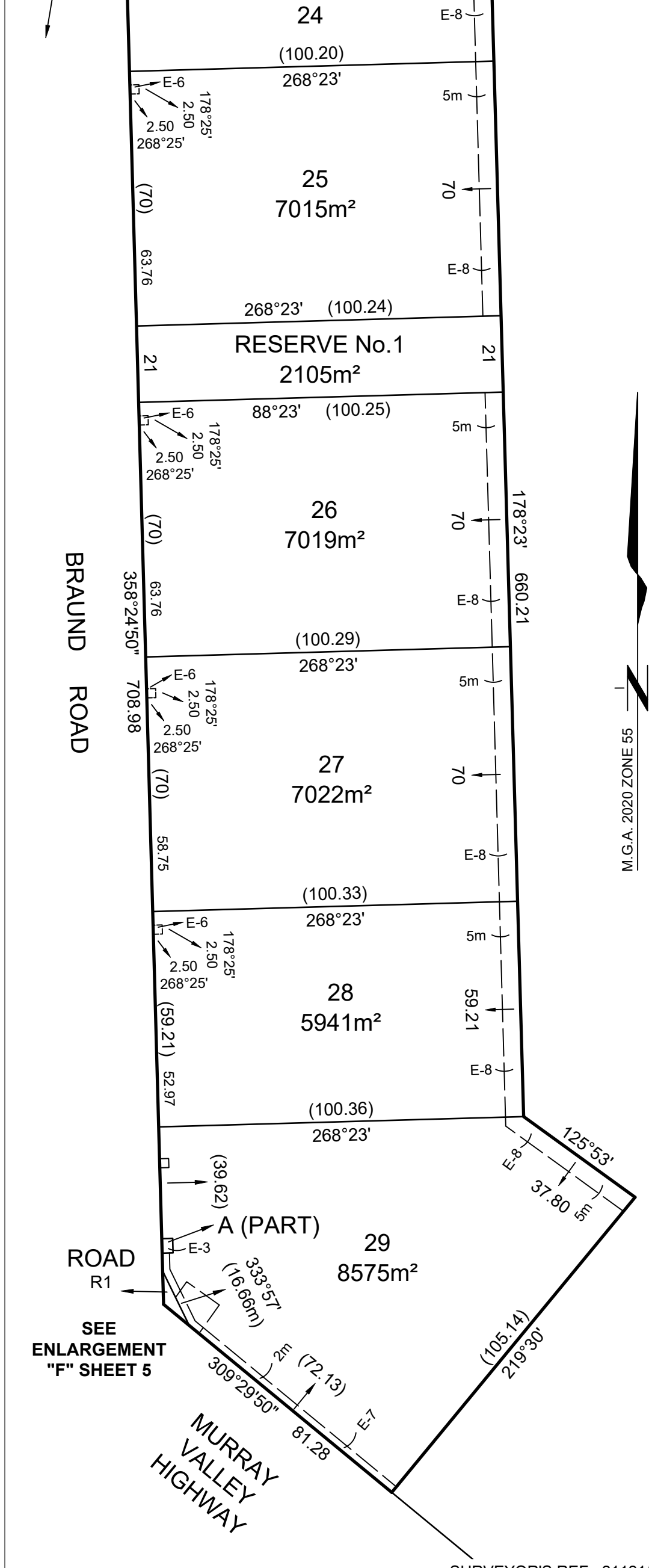
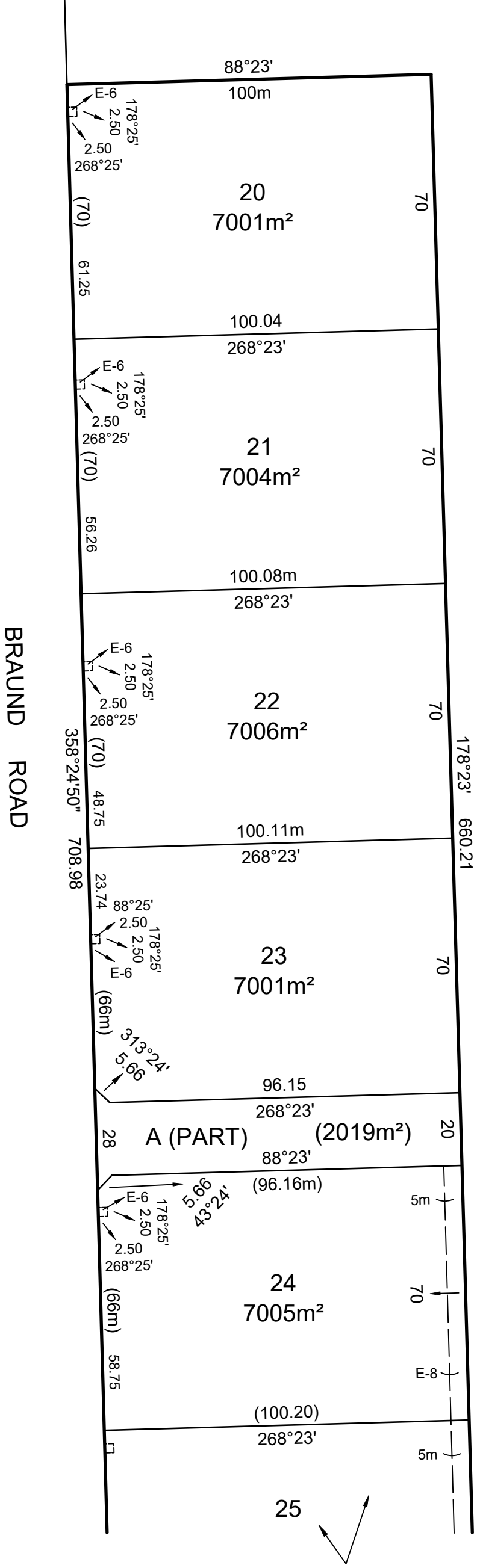
ORIGINAL SHEET
SIZE: A3

SHEET 2

BRADLEY SANDERS / VERSION 3

PS847044F

ENLARGEMENT "A"

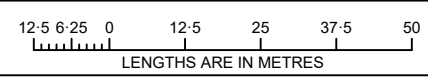


SURVEYOR'S REF: 21121/01

Chris Smith
& ASSOCIATES

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SCALE
1:1250



ORIGINAL SHEET
SIZE: A3

SHEET 3

LAND SURVEYORS
URBAN & REGIONAL PLANNERS
CIVIL ENGINEERS
PROJECT MANAGERS

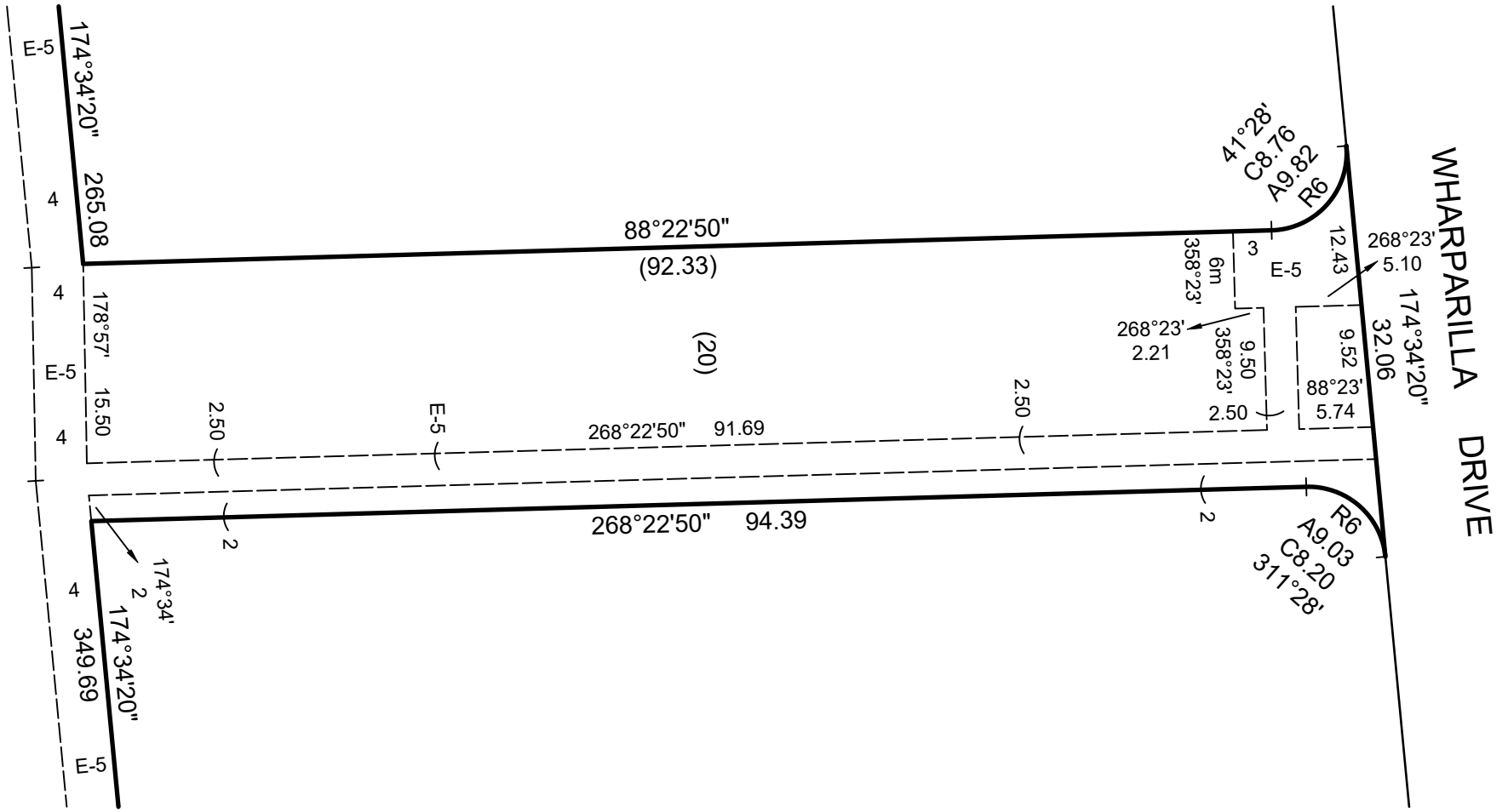
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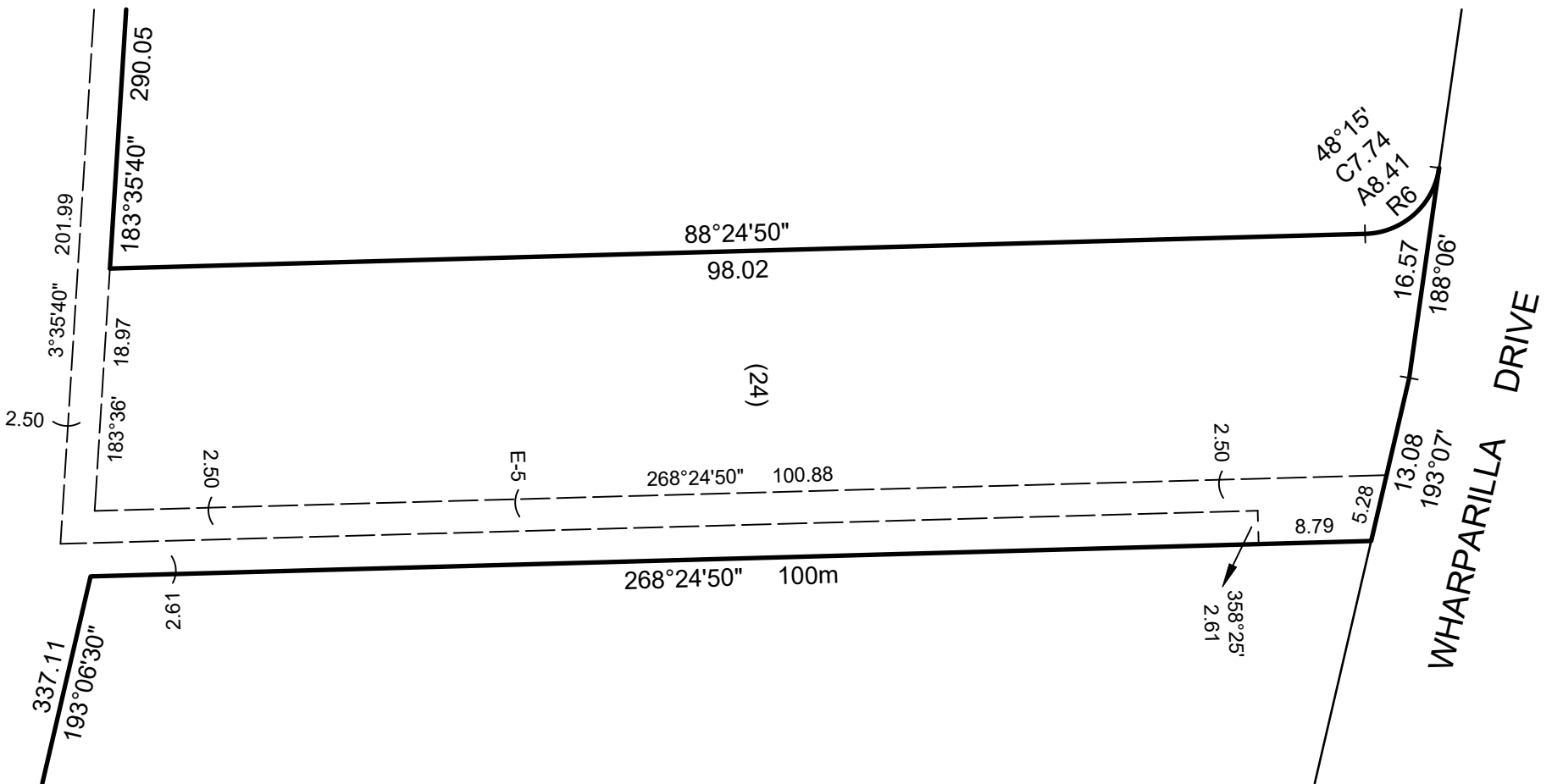
BRADLEY SANDERS / VERSION 3

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PS847044F

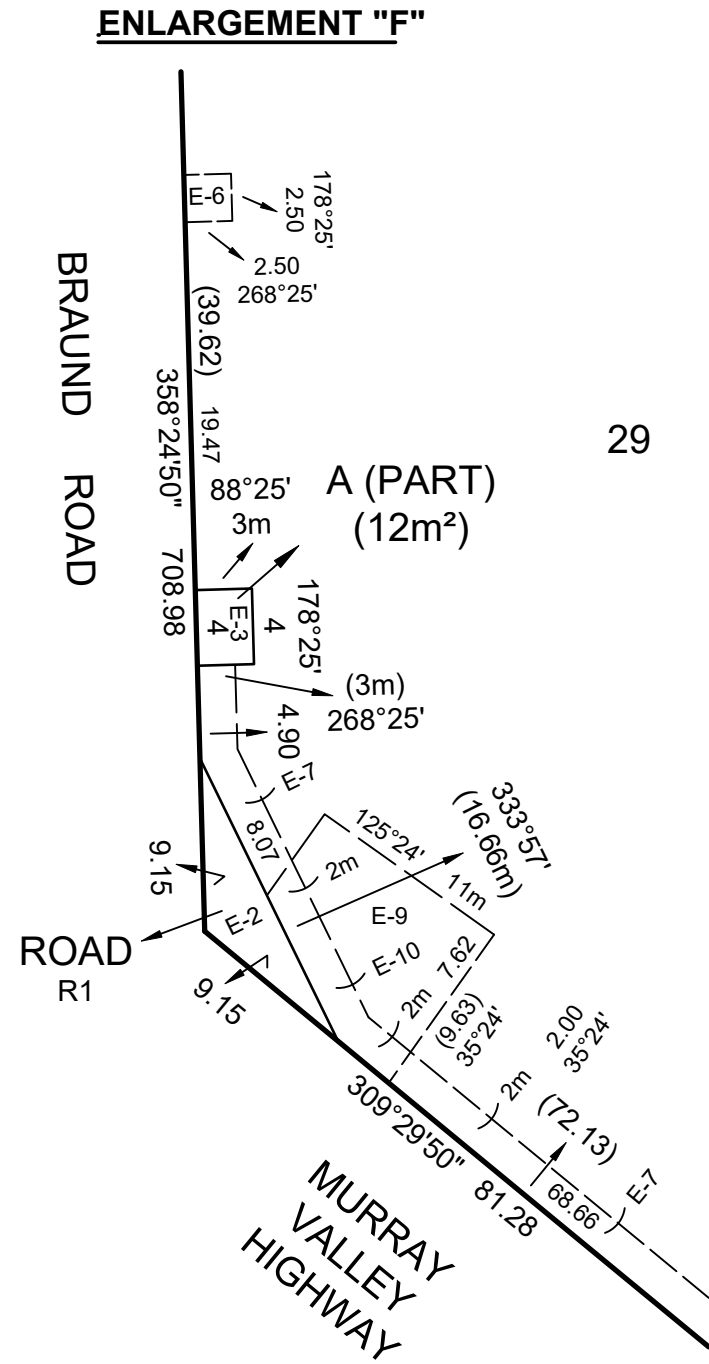


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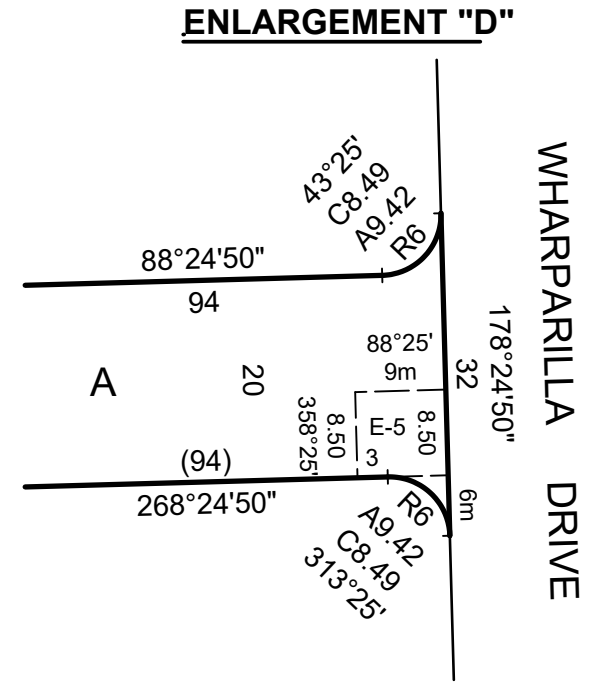


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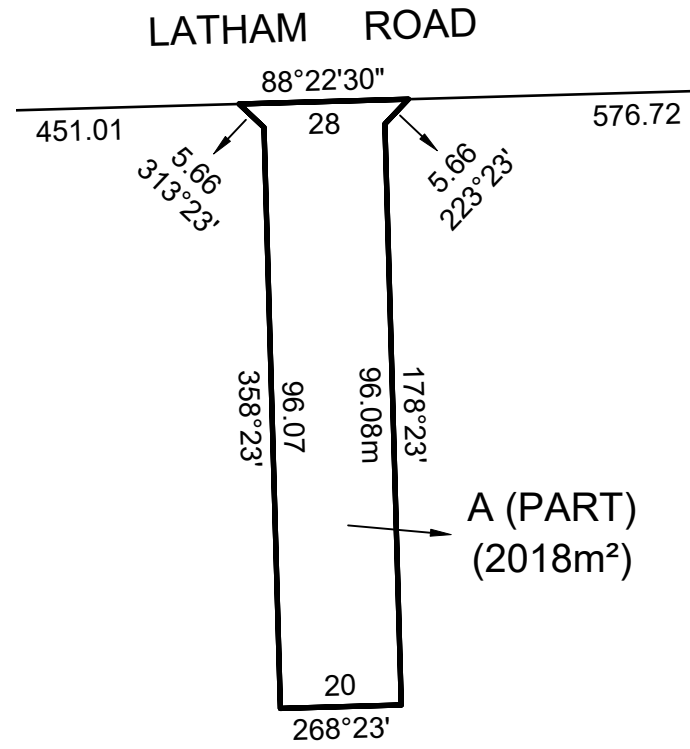
<p>Chris Smith & ASSOCIATES</p> <p>LEVEL 1 / 135 FRYERS STREET SHEPPARTON VIC. 3630 PH: (03) 5820 7700 FAX: (03) 5822 4878 www.csmith.com.au</p> <p>PTY LTD • LAND SURVEYORS • CIVIL ENGINEERS • URBAN & REGIONAL PLANNERS • PROJECT MANAGERS</p>	<p>SCALE 1:500</p> <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 4</p>
	<p>BRADLEY SANDERS / VERSION 3</p>		



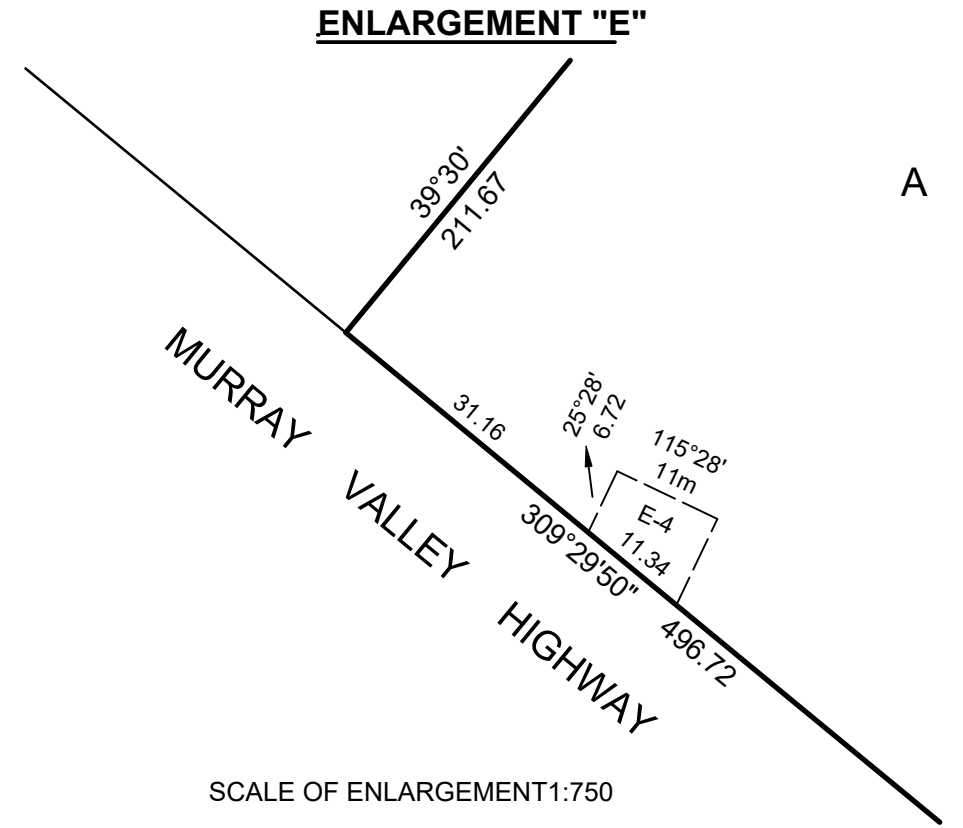
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LENGTHS ARE IN METRES



SCALE OF ENLARGEMENT 1:750
LENGTHS ARE IN METRES



SCALE OF ENLARGEMENT 1:1250
LENGTHS ARE IN METRES



SCALE OF ENLARGEMENT 1:750
LENGTHS ARE IN METRES

M.G.A. 2020 ZONE 55

SURVEYOR'S REF: 21121/01

Chris Smith & Associates
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SCALE AS SHOWN	ORIGINAL SHEET SIZE: A3	SHEET 5
BRADLEY SANDERS / VERSION 3		

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

Page 1 of 1

VOLUME 12385 FOLIO 352

Security no : 124099097587K
Produced 20/07/2022 02:44 PM

LAND DESCRIPTION

Lot A on Plan of Subdivision 827743Q.
PARENT TITLE Volume 12303 Folio 126
Created by instrument PS827743Q 22/06/2022

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
WHARPARILLA WEST PTY LTD of 132 WHARPARILLA DRIVE ECHUCA VIC 3564
PS827743Q 22/06/2022

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 as to part Section 244 Water Act 1989
AM386210G 07/12/2015

AGREEMENT Section 173 Planning and Environment Act 1987
AU578267L 15/07/2021

DIAGRAM LOCATION

SEE PS827743Q FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	PLAN OF SUBDIVISION	STATUS	DATE
PS827743Q (B)	PLAN OF SUBDIVISION	Registered	22/06/2022

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

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

Street Address: LATHAM ROAD ECHUCA VIC 3564

ADMINISTRATIVE NOTICES

NIL

eCT Control 24365V MH ECHUCA PTY LTD
Effective from 22/06/2022

DOCUMENT END



Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS827743Q
Number of Pages (excluding this cover sheet)	6
Document Assembled	20/07/2022 14:51

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<h1>PLAN OF SUBDIVISION</h1>	<h2>EDITION 1</h2>	<h1>PS827743Q</h1>
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<p>LOCATION OF LAND</p> <p>PARISH: WHARPARILLA</p> <p>CROWN ALLOTMENTS 113 (PART) & 114 (PART) AND CROWN PRE-EMPTIVE SECTION A (PART)</p> <p>TITLE REFERENCE: VOL 12303 FOL 126</p> <p>LAST PLAN REFERENCE: LOT 1 ON PS548989K</p> <p>POSTAL ADDRESS: LATHAM ROAD, ECHUCA 3564 (at time of subdivision)</p> <p>MGA CO-ORDINATES: E 293 580 ZONE: 55 (of approx. centre of land in plan) N 6 001 750 GDA 2020</p>	<p>Council Name: Shire of Campaspe</p> <p>Council Reference Number: SPLN011/2021 Planning Permit Reference: PLN170/2019 SPEAR Reference Number: S170872H</p> <p>Certification</p> <p>This plan is certified under section 6 of the Subdivision Act 1988</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied</p> <p>Digitally signed by: Stephen Conte for Shire of Campaspe on 03/06/2022</p> <p>Statement of Compliance issued: 17/06/2022</p>
---	---

VESTING OF ROADS AND/OR RESERVES	NOTATIONS				
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:20%;">IDENTIFIER</th> <th style="width:80%;">COUNCIL/BODY/PERSON</th> </tr> <tr> <td style="text-align: center;">NIL</td> <td style="text-align: center;">NIL</td> </tr> </table>	IDENTIFIER	COUNCIL/BODY/PERSON	NIL	NIL	<p>OTHER PURPOSE OF THE PLAN:</p> <p>CREATION OF RESTRICTIONS - SEE SHEET 6</p>
IDENTIFIER	COUNCIL/BODY/PERSON				
NIL	NIL				
NOTATIONS					
DEPTH LIMITATION: DOES NOT APPLY.					
SURVEY: THIS PLAN IS BASED ON SURVEY.					
STAGING: THIS IS NOT A STAGED PLAN OF SUBDIVISION. PLANNING PERMIT No. PLN170/2019					
THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). WHARPARILLA 29, 72, 73, 81, 82, 84 AND SR75S5 IN PROCLAIMED SURVEY AREA No.					

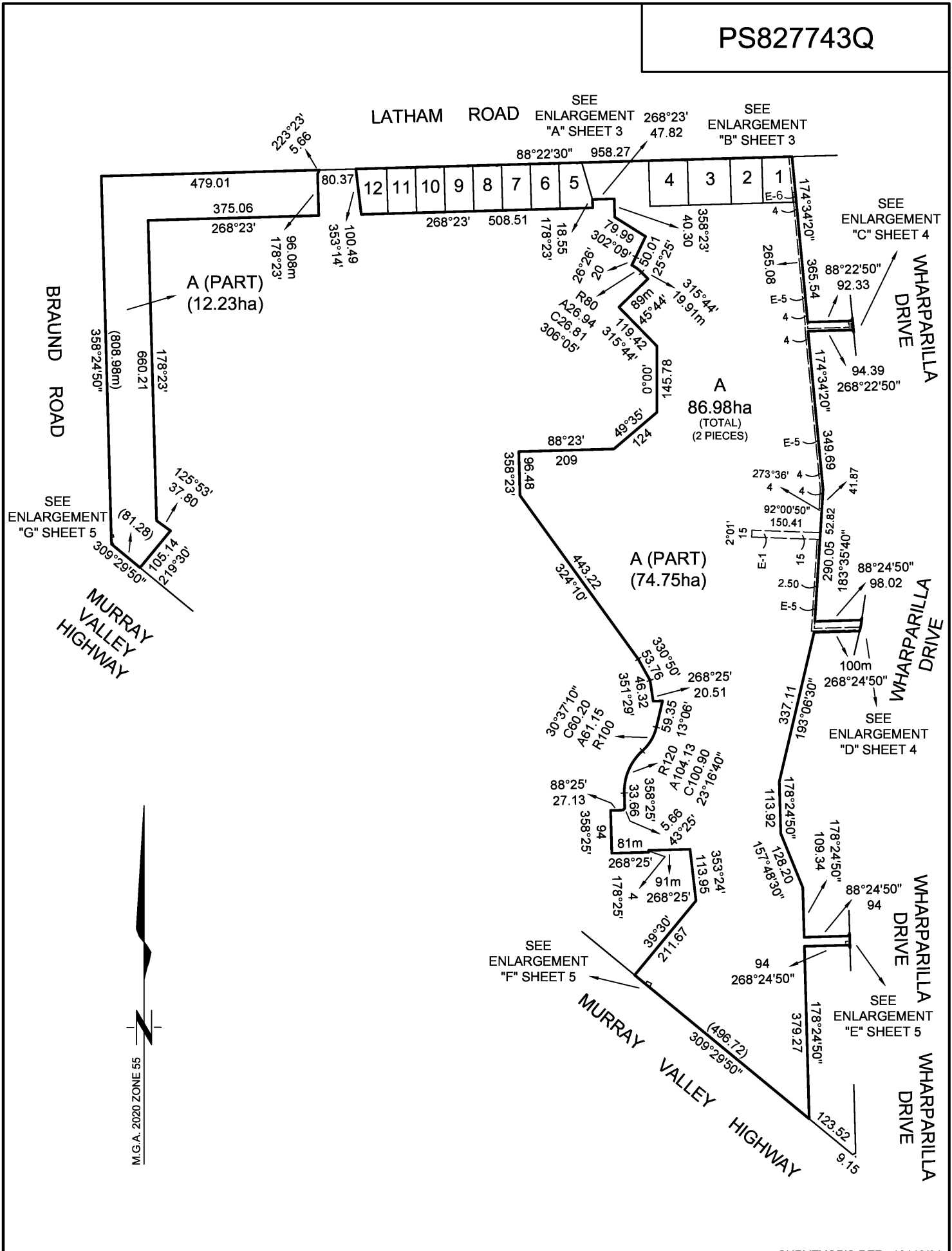
EASEMENT INFORMATION

LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/ IN FAVOUR OF
E-1	POWERLINE	15	PS525335Q - SEC.88, ELECTRICITY INDUSTRY ACT 2000	POWERCOR AUST. LTD.
E-2	CARRIAGEWAY	SEE DIAG.	LP66303	LOTS ON LP66303
E-3	WATER SUPPLY	5	INSTRUMENT AM860933V	GOULBURN-MURRAY RURAL WATER CORPORATION
E-4	POWER LINE	SEE DIAG.	PS548989K - SEC.88, ELECTRICITY INDUSTRY ACT 2000	POWERCOR AUSTRALIA LTD.
E-5 & E-6	PIPELINES OR ANCILLARY PURPOSES	SEE DIAG.	PS548989K (SEC.136, WATER ACT 1989)	COLIBAN REGION WATER CORPORATION
E-6 & E-7	DRAINAGE	5	THIS PLAN	LOT A ON THIS PLAN
E-8	PIPELINES OR ANCILLARY PURPOSES	2.5	THIS PLAN	COLIBAN REGION WATER CORPORATION

<p style="font-size: small;">LEVEL 1 / 135 FRYERS STREET SHEPPARTON VIC. 3630 PH: (03) 5820 7700 FAX: (03) 5822 4878 www.csmith.com.au</p> <p style="font-size: x-small; text-align: center;">PTY LTD · CIVIL ENGINEERS · PROJECT MANAGERS · LAND SURVEYORS · URBAN & REGIONAL PLANNERS</p>	<p>SURVEYOR'S REF: 19118/01</p> <p>Digitally signed by: Bradley Sanders, Licensed Surveyor, Surveyor's Plan Version (6), 31/03/2022, SPEAR Ref: S170872H</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 1 OF 6 SHEETS</p>
<p>PLAN REGISTERED TIME: 3:50pm DATE: 22 / 6 / 2022 Rod Speer Assistant Registrar of Titles</p>			

PS827743Q



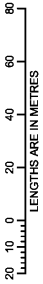
SURVEYOR'S REF: 19118/01

<p>Chris Smith & ASSOCIATES</p> <p>LEVEL 1 / 135 FRYERS STREET SHEPPARTON VIC. 3630 PH: (03) 5820 7700 FAX: (03) 5822 4878 www.csmith.com.au</p> <p>PTD LTD CIVIL ENGINEERS PROJECT MANAGERS</p> <p>LAND SURVEYORS URBAN & REGIONAL PLANNERS</p>	<p>SCALE 1:7500</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 2</p>
	<p>Digitally signed by: Bradley Sanders, Licensed Surveyor, Surveyor's Plan Version (6), 31/03/2022, SPEAR Ref: S170872H</p>		<p>Digitally signed by: Shire of Campaspe, 03/06/2022, SPEAR Ref: S170872H</p>

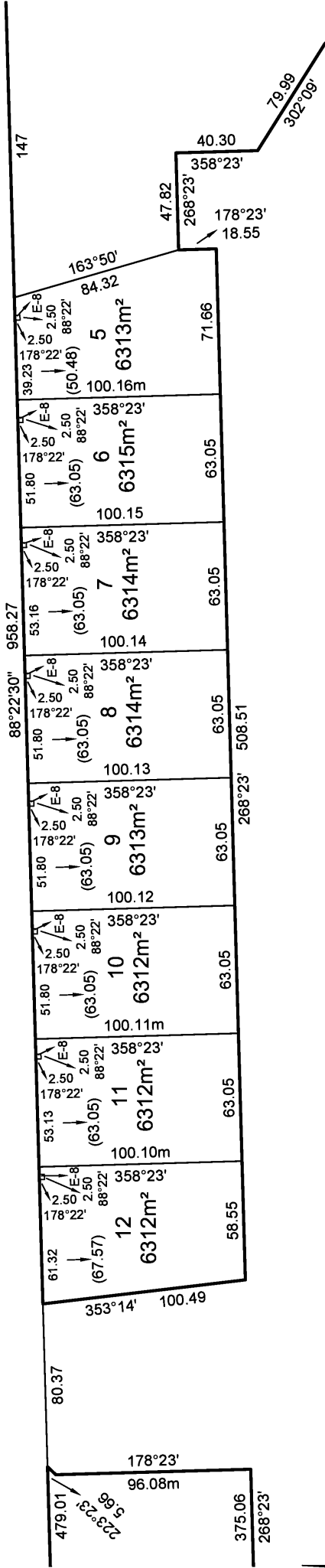
PS827743Q

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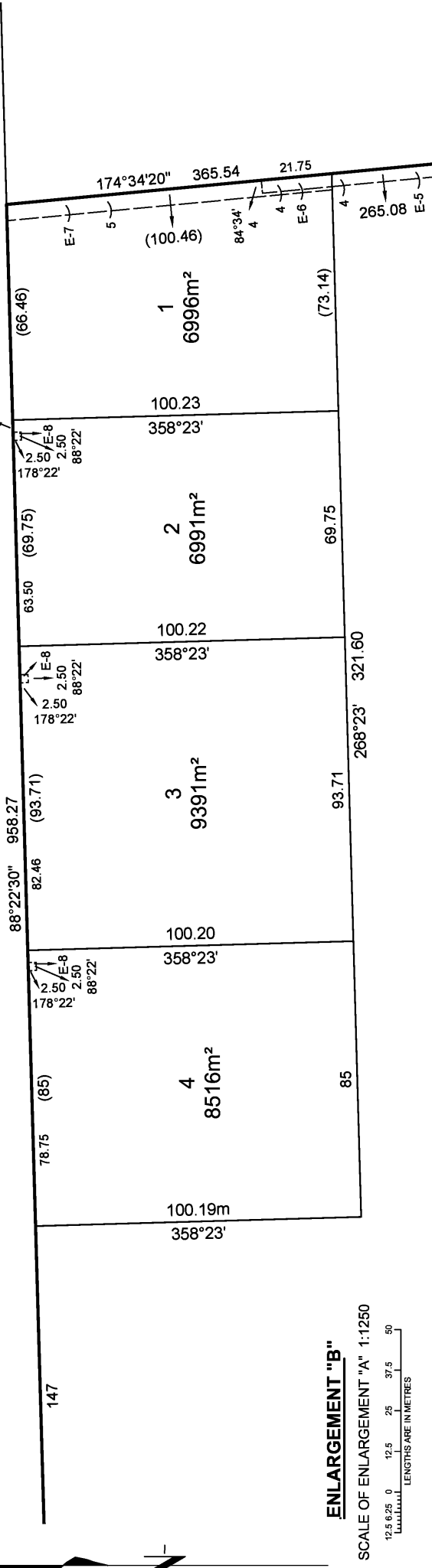
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LATHAM ROAD

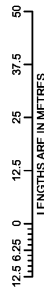


LATHAM ROAD



ENLARGEMENT "B"

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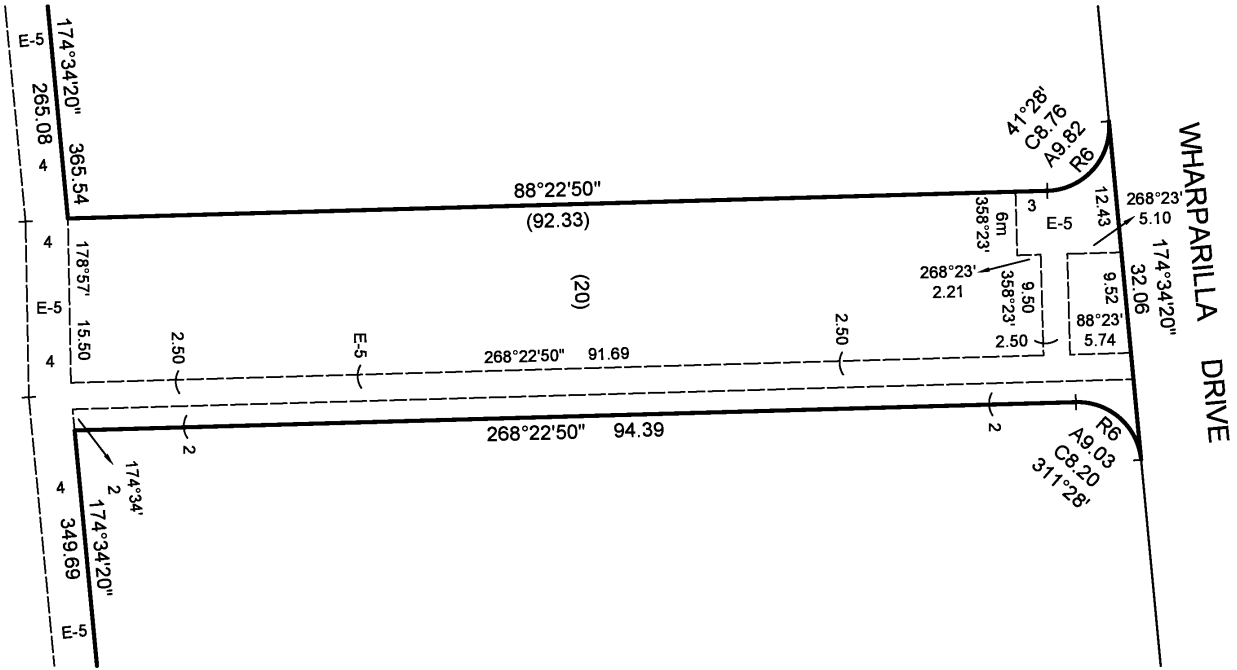


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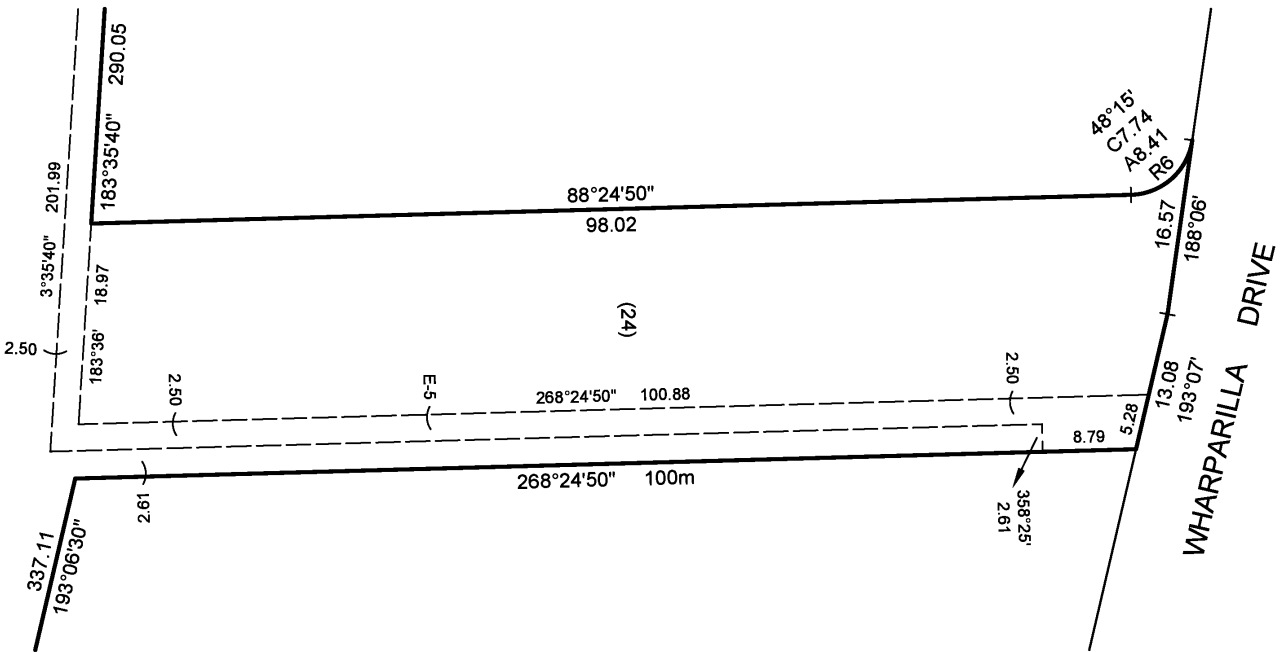
<p>Chris Smith & Associates PTY LTD CIVIL ENGINEERS PROJECT MANAGERS</p> <p>LEVEL 1/135 FRYMERS STREET SHEPPARTON VIC. 3650 PH: (03) 5820 7700 FAX: (03) 5822 4878 www.csmith.com.au</p>	SCALE AS SHOWN	ORIGINAL SHEET SIZE: A3	SHEET 3
	<p>Digitally signed by: Bradley Sanders, Licensed Surveyor, Surveyor's Plan Version (6), 31/03/2022, SPEAR Ref: S:170872H</p> <p>Digitally signed by: Shire of Campaspe, 03/06/2022, SPEAR Ref: S:170872H</p>		

ENLARGEMENT "C"

PS827743Q



ENLARGEMENT "D"

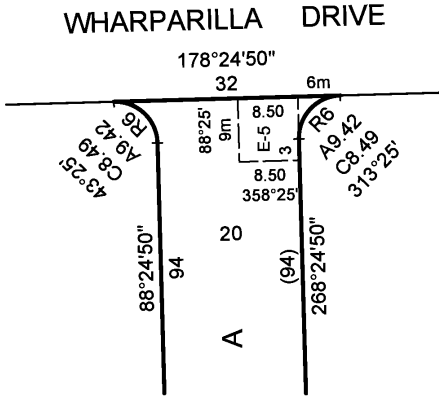


SURVEYOR'S REF: 19118/01

<p>Chris Smith & Associates LEVEL 1 / 135 FRYERS STREET SHEPPARTON VIC. 3630 PH: (03) 5820 7700 FAX: (03) 5822 4878 www.csmith.com.au</p> <p>PTV LTD CIVIL ENGINEERS PROJECT MANAGERS</p> <p>LAND SURVEYORS URBAN & REGIONAL PLANNERS</p>	<p>SCALE 1:500</p> <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 4</p>
	<p>Digitally signed by: Bradley Sanders, Licensed Surveyor, Surveyor's Plan Version (6), 31/03/2022, SPEAR Ref: S170872H</p>		<p>Digitally signed by: Shire of Campaspe, 03/06/2022, SPEAR Ref: S170872H</p>

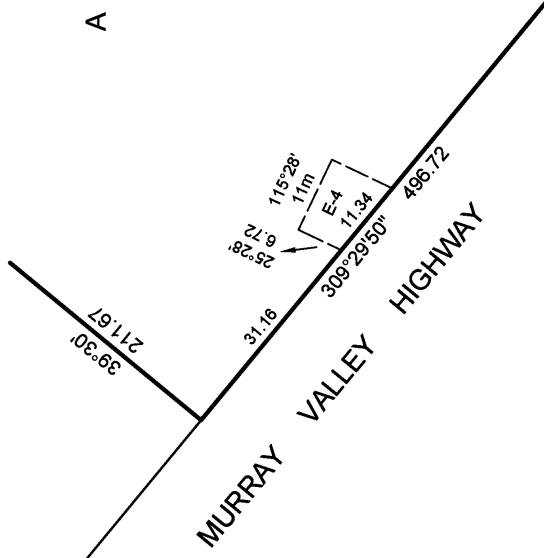
PS827743Q

ENLARGEMENT "E"



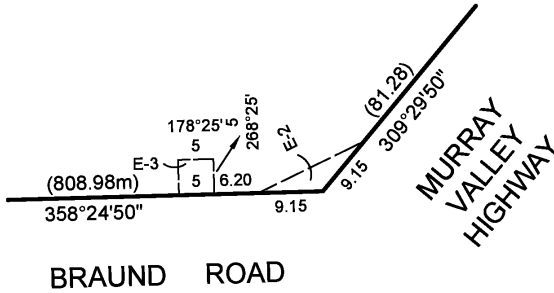
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 7.5 3.75 0 7.5 15 22.5 30
 LENGTHS ARE IN METRES

ENLARGEMENT "F"



SCALE OF ENLARGEMENT 1:750
 7.5 3.75 0 7.5 15 22.5 30
 LENGTHS ARE IN METRES

ENLARGEMENT "G"



SCALE OF ENLARGEMENT 1:750
 7.5 3.75 0 7.5 15 22.5 30
 LENGTHS ARE IN METRES



SURVEYOR'S REF: 19118/01

SCALE AS SHOWN

ORIGINAL SHEET SIZE: A3

SHEET 5

Digitally signed by:
 Shire of Campaspe,
 03/06/2022,
 SPEAR Ref: S170872H

Digitally signed by: Bradley Sanders, Licensed Surveyor,
 Surveyor's Plan Version (6),
 31/03/2022, SPEAR Ref: S170872H

LEVEL 1 / 135 FRYERS STREET
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· LAND SURVEYORS
 · URBAN & REGIONAL PLANNERS
 · CIVIL ENGINEERS
 · PROJECT MANAGERS

PS827743Q

CREATION OF RESTRICTION

THE REGISTERED PROPRIETORS OF THE BURDENED LAND COVENANT WITH THE REGISTERED PROPRIETORS OF THE BENEFITED LAND AS SET OUT IN THE RESTRICTION WITH THE INTENT THAT THE BURDENED OF THE RESTRICTION RUNS WITH AND BINDS THE BURDENED LAND AND THE BENEFIT OF THE RESTRICTION IS ANNEXED TO AND RUNS WITH THE BENEFITED LAND.

LAND TO BENEFIT

LOTS 1 TO 12 INCLUSIVE

LAND TO BE BURDENED

LOTS 1 TO 12 INCLUSIVE

DESCRIPTION OF RESTRICTION

THE BURDENED LAND CANNOT BE USED EXCEPT IN ACCORDANCE WITH THE PROVISIONS RECORDED IN MCP AA8425

CREATION OF RESTRICTION

THE REGISTERED PROPRIETORS OF THE BURDENED LAND COVENANT WITH THE REGISTERED PROPRIETORS OF THE BENEFITED LAND AS SET OUT IN THE RESTRICTION WITH THE INTENT THAT THE BURDENED OF THE RESTRICTION RUNS WITH AND BINDS THE BURDENED LAND AND THE BENEFIT OF THE RESTRICTION IS ANNEXED TO AND RUNS WITH THE BENEFITED LAND.

LAND TO BENEFIT

LOT 12


LAND TO BE BURDENED

LOTS 1 TO 12 INCLUSIVE

DESCRIPTION OF RESTRICTION

EXCEPT WITHOUT THE WRITTEN CONSENT OF THE NORTH CENTRAL CATCHMENT MANAGEMENT AUTHORITY THE MINIMUM FLOOR LEVEL FOR ANY NEW DWELLING SHALL NOT BE LESS THAN 95.88m AHD.

SURVEYOR'S REF: 19118/01

 <p>Chris Smith & ASSOCIATES</p> <p>PTV LTD · LAND SURVEYORS · URBAN & REGIONAL PLANNERS · CIVIL ENGINEERS · PROJECT MANAGERS</p>	LEVEL 1 / 135 FRYERS STREET SHEPPARTON VIC. 3630 PH: (03) 5820 7700 FAX: (03) 5822 4878 www.csmith.com.au	ORIGINAL SHEET SIZE: A3	SHEET 6
	Digitally signed by: Bradley Sanders, Licensed Surveyor, Surveyor's Plan Version (6), 31/03/2022, SPEAR Ref: S170872H		Digitally signed by: Shire of Campaspe, 03/06/2022, SPEAR Ref: S170872H

AA8425

**Memorandum of common provisions
Restrictive covenants in a plan
Section 91A Transfer of Land Act 1958**

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Lodged by	
Name:	Melville & Hicks Lawyers
Phone:	03 5483 0200
Address:	201 Hare Street Echuca 3564
Reference:	20210660
Customer code:	24365V

This memorandum contains provisions which are intended for inclusion in plans under the Subdivision Act 1988 to be subsequently lodged for registration.

Operative words including words to bind the burdened land and words of annexation must not be included.

Provisions to apply to the plan:

Burdened land: As set out in the plan.

Benefited land: As set out in the plan.

Covenants: definitions (if any):

covenants:

The registered proprietor for the time being of the burdened land ("the land") or any part or parts thereof **shall not**:-

1. erect or re-erect or allow to be erected or re-erected on the land any building or part of a building which has previously been erected in another location or use any second-hand building materials in the construction of any building on the land;
2. erect or cause or suffer to be erected on the land any building other than one dwelling house with outbuilding, carport or garage in accordance with clauses 3, 4 or 5 hereof respectively and such dwelling house shall;

35402012

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 plans.

91ATLA

Page 1 of 6

THE BACK OF THIS FORM MUST NOT BE USEDLand Use Victoria contact details: see www.delwp.vic.gov.au/property>Contact us

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OFFICIAL

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

- 2.1. not be erected without a carport or garage being erected in conjunction with the construction of the dwelling house and in accordance with clauses 4 or 5 hereof respectively; and
- 2.2. not have a floor area of less than 200 square metres within the outer walls thereof, calculated by excluding the area of all eaves, carports, pergolas, verandahs and garages; and
- 2.3. not be constructed of external wall cladding material of unfinished fibro cement sheeting or timber weatherboards which do not have a painted or rendered finish or any reflective material; **provided that** the transferee will not be prevented from using light weight approved and certified systems such as hebel aerated concrete or exsulite polystyrene systems as an external wall cladding material unless such cladding would be considered by the Victorian Building Authority or any successor thereof to be combustible cladding and provided that the base sheets have a coated and painted finish not less than 5 millimetre in thickness; and
- 2.4. not be roofed with any material other than non-reflective colorbond steel sheeting, concrete tiles, slate tiles or terracotta tiles; and
- 2.5. not be used as other than a private residence; and
- 2.6. not have any of the following items visible from the front boundary: -
 - 2.6.1. air conditioners and/or evaporative coolers; and
 - 2.6.2. water systems; and
 - 2.6.3. rainwater tanks; and
 - 2.6.4. any clothesline or clothes hoist; and
 - 2.6.5. any swimming pool, spa and/or sauna related filtration and/or heating equipment; and
 - 2.6.6. external antennae, aerials or satellite dishes; and
 - 2.6.7. hot water tanks; and
 - 2.6.8. refuse bins; and
 - 2.6.9. external waste plumbing (but not including down pipes and guttering);and
- 2.7. not have any swimming pool, spa and/or sauna related filtration and/or heating equipment located, on or next to, an external wall of such dwelling house which faces a side boundary of the land unless such equipment is colour matched to that wall surface and fitted with a noise baffle.

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

3. erect or cause or suffer to be erected on the land any outbuilding (other than a carport or garage) which:
 - 3.1 is to be erected prior to the erection of the dwelling house; and
 - 3.2 has a floor area of more than 210 square metres or a wall height of more than 3.9 metres or a total height of more than 5 metres; and
 - 3.3 is constructed of material other than brick, stone or non-reflective colorbond steel sheeting (unless that outbuilding has a floor area of 10 square metres or less); and
 - 3.4 if constructed of non-reflective colorbond steel sheeting such sheeting must be of one single colour (including doors) of “colorbond woodland grey” or “colorbond monument” or manufacturer’s equivalent; and
 - 3.5 is not fully enclosed; and
 - 3.6 has a roof with less than a 10 degree pitch and more than a 16 degree pitch; and
 - 3.7 is located any further forward than the front building line of the dwelling house or 60 metres from the front boundary of the land, whichever is the furthest from the front boundary of the land; and
 - 3.8 is additional to any outbuilding already erected on the land which has a floor area of more than 10 square metres.
4. erect or cause or suffer to be erected on the land any carport which:
 - 4.1 is not erected in conjunction with the erection of a dwelling house; and
 - 4.2 has a roof, the pitch of which is not identical to the roof pitch of the dwelling house being erected on the land; and
 - 4.3 is not constructed of the same materials used in the construction of the dwelling house being erected on the land; and
 - 4.4 is additional to any carport already erected on the land; and
 - 4.5 is located any further forward than the front building line of the dwelling house being erected on the land; and
 - 4.6 can accommodate more than two (2) motor vehicles (not being any motor vehicles referred to in clauses 11.1 and 11.2 hereof).
5. erect or cause or suffer to be erected on the land any garage which:
 - 5.1 is not erected in conjunction with the erection of the dwelling house; and
 - 5.2 is not fully enclosed; and
 - 5.3 has a roof, the pitch of which is not identical to the roof pitch of the dwelling house erected on the land; and

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

- 5.4 is not constructed of the same materials used in the construction of the dwelling house erected on the land; and
 - 5.5 is additional to any garage already erected on the land; and
 - 5.6 can accommodate more than four (4) motor vehicles (not being any motor vehicles referred to in clauses 11.1 and 11.2 hereof).
6. use or allow to be used on any internal fencing or building erected on or to be erected on the land-
- 6.1 any internal fence or wall on the road frontage boundary or between the road frontage boundary and the dwelling house; and
 - 6.2 any reflective material on any internal fencing and if constructed of non-reflective colorbond steel sheeting such sheeting must be of one single colour (including gates) of "colorbond woodland grey" or manufacturer's equivalent; and
 - 6.3 any internal fence of a height greater than 1.8 metres measured from ground level to the top of the fence PROVIDED THAT this clause shall not apply to an internal fence which is to surround a tennis court or swimming pool; and
 - 6.4 any reflective material.
7. erect or allow to be erected on the land any boundary fence which is constructed of any materials other than;
- 7.1 a post and wire fence not exceeding 1.2 metres height measured from ground level to the top of the fence with treated timber posts or colorbond steel post which colour must be "colorbond woodland grey";
 - 7.2 a swimming pool security fence within the boundaries of the land in conjunction with the construction of an inground swimming pool on the land;
 - 7.3 a standard black mesh tennis court fence within the boundaries of the land in conjunction with the construction of a tennis court on the land.
8. use or cause or suffer to be used on the land any outbuilding, mobile home, caravan, tent or other moveable accommodation for living or residential accommodation purposes;
- 9 cause or allow to be placed on the land any shipping container.
- 10 erect or re-erect or allow to be erected or re-erected on the land any above- ground swimming pool.
11. use or cause or suffer the land to be used for any of the following purposes:
- 11.1 road transport terminal depot or any purpose ancillary thereto, or for the purpose of parking, storing or garaging thereon any articulated vehicle or

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

- heavy vehicle as defined in any relevant legislation or otherwise according to accepted usage of such terms; and
- 11.2 bus terminal depot or any purpose ancillary thereto, or for the purpose of parking, storing or garaging thereon any articulated vehicle or heavy vehicle as defined in any relevant legislation or otherwise according to accepted usage of such terms; and
 - 11.3 displaying goods for hire or sale; and
 - 11.4 panel beating or motor repair workshop; and
 - 11.5 wood yard, boat yard, marina or marine depot; and
 - 11.6 commercial storage; and
 - 11.7 recreational motor cycling or similar vehicles; and
 - 11.8 bed and breakfast accommodation or air bnb accommodation or holiday accommodation and/or letting; and
 - 11.9 commercial or business activity and the installation on the land of any plant or material connected with a commercial or business activity.
- 12 allow any plant, machinery, recreational or commercial vehicle, caravan, boat, trailer, commercial trailer or car trailer to be left or parked on the roadway, or nature strip adjoining the land unless it is stored in a garage, carport or outbuilding.
 - 13 allow any plant, machinery, recreational or commercial vehicle, caravan, boat, trailer, commercial trailer or car trailer to be left or parked on the land unless it is stored in a garage, carport or outbuilding.
 - 14 subdivide or allow to be subdivided the land or any building erected or to be erected on the land.
 - 15 remove or lop any trees or plantations established by the transferor; and
 - 16 remove or lop any native vegetation without planning approval from the responsible authority unless the removal or lopping is otherwise exempt from permit requirements.
 - 17 keep or allow to be kept on the land any goats, pigs, horses, cattle, sheep, roosters, pigeons and no more than two dogs, two cats, six chickens or birds other than those permitted by the responsible authority or authorities.
 - 18 allow the land and any structure thereon to become a fire hazard or be used for any purpose which in the opinion of the transferor may have a detrimental effect on the amenity of the neighbourhood.

PROVIDED always that Wharparilla West Pty Ltd ACN 630 942 639 reserves the right to release, vary, add to or modify these covenants in relation to the other land in the Plan of Subdivision.

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

- 1.
- 2.

Mandatory

Covenants to be listed here.

Expiry:

Optional.

Specify the date the covenants are to expire or if the covenants are to expire on the happening of a particular event, specify the event. If the expiry only applies to particular covenants or specific lots/folios, this must be clearly specified.



Department of Environment, Land, Water & Planning

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.

Produced 05/11/2021 10:34:12 AM

Status	Registered	Dealing Number	AU578267L
Date and Time Lodged	15/07/2021 11:43:24 AM		

Lodger Details

Lodger Code	18334S
Name	DAWES & VARY RIORDAN
Address	
Lodger Box	
Phone	
Email	
Reference	RRD:20212095:CSC:WHA

APPLICATION TO RECORD AN INSTRUMENT

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

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Estate and/or Interest

FEE SIMPLE

Land Title Reference

12303/126

Instrument and/or legislation

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

Applicant(s)

Name	CAMPASPE SHIRE COUNCIL
Address	
Street Number	2
Street Name	HEYGARTH
Street Type	STREET
Locality	ECHUCA
State	VIC
Postcode	3564

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	CAMPASPE SHIRE COUNCIL
Signer Name	RACHEAL RAPHAELLA ALAMARAS
Signer Organisation	DAWES & VARY RIORDAN PTY LTD
Signer Role	LAW PRACTICE
Execution Date	15 JULY 2021

File Notes:

NIL

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

Statement End.



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Document Identification	AU578267L
Number of Pages (excluding this cover sheet)	10
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DAWES & VARY RIORDAN
LAWYERS

CAMPASPE SHIRE COUNCIL
("Council")

AND

WHARPARILLA WEST PTY LTD ACN 630 942 639
("the Owner")

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

Property: the Land in Certificate of Title Volume 12303 Folio 126
known as Murray Valley Highway, Echuca

Dawes & Vary Riordan Pty Ltd
Solicitors
147 Fenaughty Street
KYABRAM VIC 3620
Tel: 03 5851 0200
Fax: 03 5831 5377
Ref: RRD:AY:20212095



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AU57826TH

Section 173 Agreement

THIS AGREEMENT is made the 9 day of July 2021

BETWEEN:

CAMPASPE SHIRE COUNCIL of 2 Heygarth Street, Echuca Victoria 3564

("Council")

AND

WHARPARILLA WEST PTY LTD ACN 630 942 639 of 132 Wharparilla Drive, Echuca VIC 3564

("the Owner")

IT IS HEREBY AGREED:

1. BACKGROUND

- 1.1 The Owner is the owner of the land comprised in Certificate of Title Volume 12303 Folio 126 ("the Land").
- 1.2 Council is the responsible authority under the Planning and Environment Act 1987 pursuant to the Planning Scheme.
- 1.3 The Owner is the holder of Planning Permit No. PLN170/2019 ("the Permit") issued by Council to allow a one hundred seventy-three (173) lot Subdivision ("the Subdivision") of the Land and Council has required the provision of this Agreement.

2. DEFINITIONS

In this Agreement, unless the context clearly indicates to the contrary, the following words and expressions shall have the following meanings:

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

"**the Agreement**" or "this Agreement" means this Agreement and any Agreement executed by the parties expressed to be supplemental to this Agreement.

"**complete**" in respect of any works or any part of any works means the completion of those works or the specified part of those works in accordance with plans and specifications approved by Council to the satisfaction of Council and "completion" and "completed" have the corresponding meaning.

"**Council**" means Campaspe Shire Council.

"**effective date**" means the date of this Agreement.

"**endorsed plan**" means the endorsed plan approved by Council pursuant to the Permit and any subsequent amendment thereof approved by Council.

"**the Owner**" means WHARPARILLA WEST PTY LTD (ACN 630 942 639) and any person or persons entitled from time to time to be or who are registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Land or any part of it.

"**the Planning Scheme**" means the Campaspe Planning Scheme.

"**the Responsible Authority**" means the Campaspe Shire Council.

"**the zone**" is the designated zone of the Planning Scheme upon which the Land is situated.

Section 173 Agreement

3. INTERPRETATION

- 3.1 The singular includes the plural and the plural includes the singular.
- 3.2 A reference to a gender includes a reference to each other gender.
- 3.3 A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law.
- 3.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 3.5 A reference to a Planning Scheme shall include any amendment, consolidation or replacement of such scheme.
- 3.6 A reference to a statute shall include any statutes amending, consolidating or replacing same and any regulations made under such statutes.
- 3.7 All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.
- 3.8 Where in this Agreement Council may exercise any power, duty or function, that power may be exercised on behalf of Council by an authorised officer.

4. AGREEMENT UNDER SECTION 173 OF THE ACT

Council and the Owner agree that without limiting or restricting their respective powers to enter into this Agreement and insofar as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.

5. EFFECT OF AGREEMENT

- 5.1 This Agreement shall come into force and effect on the date hereof and shall terminate when all the Owner's obligations have been fulfilled to the satisfaction of Council.
- 5.2 The obligations of the Owner under this Agreement being obligations to be performed by the Owner as conditions on which the Land may be used or developed to achieve or advance the objectives of the Scheme, will take effect as separate and severable covenants which shall be annexed to and run at law and equity with the Land to bind the Owner and each successor, assignee or transferee of the Owner.
- 5.3 The Owner covenants and agrees with Council that the Owner will take all necessary steps to:
 - (a) Comply with the obligations of each and every clause in this Agreement.
 - (b) Obtain the consent to this Agreement of any Mortgagee or other person having an interest in the Land.

6. COVENANTS OF OWNER

The Owner covenants with Council that:

- 6.1 The Owner shall pay Council's reasonable costs and expenses (including legal expenses) referred to in Clause 9.2 prior to Council executing this Agreement.
- 6.2 The Owner shall co-operate in the registration by Council of this Agreement at Land Use Victoria on the title or titles to the Land.
- 6.3 For lots in the Low Density Residential Zone:-

Section 173 Agreement

- (a) Buildings on allotments fronting Latham and Braund Road must be setback a minimum of 18 meters from the front boundary and 3 meters from side and rear boundaries of any lot and/or for any corner lot 10 meters from the boundary abutting a side road; and
 - (b) On all other allotments in the Low Density Residential Zone, buildings must be setback at least 10 meters from the front boundary and/or 6 meters fronting onto a side road and 3 meters for other side and rear boundaries; and
 - (c) Boundary fencing must have a maximum height of 1.2 meters and be post and wire in design unless otherwise agreed in writing by the Responsible Authority.
- 6.4 For lots in the General Residential Zone:-
- (a) Buildings on allotments in the General Residential Zone must be setback at least 10 meters from the front boundary and/or 6 meters fronting onto a side road; and
 - (b) Fencing must be in accordance with the Design Guidelines as endorsed by the Responsible Authority, unless otherwise agreed in writing by the Responsible Authority.
- 6.5 For lots 1 & 84 (or as otherwise renumbered):-
- (a) In relation to the Bushfire Management Overlay the agreement has been prepared for the purpose of an exemption from a planning permit under Clause 44.06-2 of the Campaspe Planning Scheme: and
 - (1) Shall incorporate the plan prepared in accordance with Clause 53.02-4 of this planning scheme and approved under this permit; and
 - (2) 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.
- 6.6 Native vegetation on lots are to be retained unless with the consent of the Responsible Authority. Tree Protection Zones must be adhered to for all buildings on lots containing native vegetation.

7. OWNER'S WARRANTIES

Without limiting the operation or effect which this Agreement has, the Owner warrants and covenants that:

- 7.1 The Owner is the registered proprietor of the Land and the beneficial Owner thereof.
- 7.2 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 not disclosed by the usual searches or notified to Council.
- 7.3 The Owner shall not sell, transfer, dispose of or assign, mortgage or part with the possession of the Land or any part thereof without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.
- 7.4 If the Owner is registered as the proprietor of the Land as trustee of any trust, the Owner, for the purposes of this Agreement, shall be deemed to include each beneficiary of the relevant trust and the Owner in executing this Agreement does so intending to assume both personal

Section 173 Agreement

liability and to bind the trust for which it acts as trustee. The Owner warrants that it is authorised to enter into this Agreement by the terms of the Trust Deed.

8. SUCCESSORS IN TITLE

Without limiting the operation or effect which this Agreement has, the Owner shall until such time as a memorandum of this Agreement is registered on the titles to the Land ensure that the Owner's successors in title:

- 8.1 Give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 8.2 Execute under seal a deed agreeing to be bound by the terms of this Agreement and upon such execution this Agreement shall continue as if executed by such successors as well as by the parties to this Agreement as if the successor's name appeared in each clause in which the name of the Owner appears and in addition to the name of the Owner.

9. COSTS

The Owner shall forthwith pay on demand to Council Council's reasonable costs and expenses (including legal expenses) of and incidental to:

- 9.1 This Agreement and any amendment of this Agreement and anything done in connection with this Agreement including anything done in anticipation of this Agreement and the enforcement of any obligations imposed on the Owner (despite the provisions of this clause the parties agree that the Owner is not liable for any Council costs and expenses relating to enforcement proceedings which are not successful before the relevant board or tribunal).
- 9.2 The preparation of an application pursuant to Section 181 of the Act enabling the registration of this Agreement at Land Use Victoria and any duties or fees payable in connection with this Agreement or its registration.
- 9.3 Administration and supervision costs of Council properly and reasonably incurred in relation to any works to be performed pursuant to this Agreement except for administration and supervision which Council is obliged to undertake pursuant to its statutory duties and in regard to which the Owner has paid to Council the required statutory fees and charges.
- 9.4 The preparation, negotiation, completion and enforcement of this Agreement including all moneys, costs (including charges for consultants, architects and legal advisers and for any other related professional advice and assistance) charges and expenses which Council may pay, incur or expend in consequence of any default in the performance and observance of any covenant, proviso, condition or agreement herein contained or implied and on the Owner's part to be performed and observed or under or in exercise or enforcement or attempted exercise or enforcement of any right, power or remedy herein contained.
- 9.5 Any request by the Owner for Council's consent or approval where such consent or approval is required under any covenant, proviso, condition or agreement herein contained or implied.

10. DEFAULT OF OWNER

In the event of the Owner defaulting or failing to perform any of the Owner's obligations under this Agreement, such default not being remedied within 14 days after the giving of notice by Council, Council may without further notice and without prejudice to any other remedies, enter the Land and rectify such default and the reasonable cost to rectify such default shall be borne by the Owner on demand and any such costs shall be capable of being recovered by Council in any Court of competent jurisdiction as a civil debt recoverable summarily. A certificate signed by the Chief Executive Officer of Council shall be prima facie proof of the cost of remedying the breach.

Section 173 Agreement

11. INTEREST AND CHARGE

- 11.1 If any of the monies payable pursuant to this Agreement (" the principal sum") are not paid by the due date, the amount then due and unpaid shall attract interest at a rate of 2% above the rate prescribed under the Penalty Interest Rates Act or any later equivalent enactment from the date that such moneys becomes due until they are paid in full.
- 11.2 Any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid costs and expenses of Council and shall then be applied in repayment of the principal sum.
- 11.3 For better securing compliance with this Agreement, the Owner hereby charges in favour of Council all the Owner's estate and interest both legal and equitable in the Land to the extent of the obligations imposed on the Owner under this Agreement for the amount of any moneys which are payable by the Owner to Council under this Agreement provided always that nothing in this sub-clause shall prevent the Owner from mortgaging the Land by way of registered mortgage or otherwise.
- 11.4 For better securing compliance of this Agreement, the Owner hereby appoints Council as its lawful attorney to do all things the Owner is capable of doing for the purposes of giving effect to this Agreement or necessary to give effect to any of the duties or obligations imposed on the Owner pursuant to this Agreement and hereby authorises Council to do so and will ratify whatever Council shall lawfully do or cause to be done by virtue of this Power of Attorney.
- 11.5 Council may not exercise its powers as lawful attorney or enforce the charge referred to in this clause until notice has been given under clause 10 and that notice has not been complied with.

12. INDEMNITY

The Owner covenants and agrees that the Owner will indemnify and keep indemnified Council, its officers, employees, agents, workmen and contractors from and against all costs, expenses, losses or damages whatsoever which Council, its officers, employees, agents, workmen and contractors 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 whatsoever arising from or referable to or any breach of this Agreement.

13. OWNER'S ACKNOWLEDGMENT

The Owner expressly acknowledges and agrees that nothing in this Agreement nor the performance by the Owner of any of its obligations under this Agreement does or will restrain, limit or otherwise fetter the exercise by Council of the power, duties, and discretions that Council has or may have (as Planning authority, responsible authority or otherwise) under the Act or under the scheme to consider, approve, amend or to require further information in respect of:

- 13.1 Any plans submitted by the Owner to Council for approval;
- 13.2 Any new or additional application made by the Owner for amendment to the scheme or in respect of the Land;
- 13.3 Any application made by the Owner to Council for the grant of a permit or for consent or approval for the carrying out of any development or use of the Land for which a permit or approval or consent is required; or
- 13.4 Any application to amend the permit or the endorsed plans.

Section 173 Agreement

14. DISPUTE RESOLUTION

Where provisions of this Agreement relate to works, development or use of the Land, such works development or use shall be carried out to the satisfaction of or with the approval of Council and any dispute as to compliance may be referred by either party to the Victorian Civil and Administrative Tribunal.

15. GENERAL

Notices

- 15.1 A notice or other communication required or permitted to be served by a party on any other party shall be in writing and may be served:
- (a) by delivering it personally to that party;
 - (b) by sending it by prepaid post addressed to that party at the address set to in this Agreement or subsequently notified to each party from time to time; or
 - (c) by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.
- 15.2 A notice or other communication is deemed served:
- (a) if delivered, on the next following business day;
 - (b) if posted, on the expiration of two business days after the date of posting; or
 - (c) if sent by facsimile, on the next following business day unless the receiving party has required transmission before the end of that business day then on the following business day after such request.

Further Assurance

- 15.3 The parties to this Agreement shall respectively sign and execute all further documents and deeds and do all acts and things as the other parties shall reasonably require for completely effecting this Agreement.

No Waiver

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

Severability

- 15.5 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.

Interpretation

- 15.6 The requirements of this Agreement are at all times to be construed as additional to the requirements of any legislation affecting the development of the Land and in particular the undertaking of any works on the Land.

Section 173 Agreement

- 15.7 Nothing contained in this Agreement shall in any way, shape or form fetter Council in the exercise of its discretion as the Relevant Authority pursuant to any legislation affecting the development of the Land.
- 15.8 Council (or any employee or authorised officer of Council) may at any reasonable time upon giving twenty four (24) hours written notice to the Owner and any occupier of the Land enter into and upon the Land for the purposes of inspecting the Land and any building on the Land and for the purpose of exercising any other powers of Council pursuant to this Agreement **provided however** that Council (or any employee or authorised officer of Council) shall not be required to give such notice if, in the reasonable opinion of Council or such employee or authorised officer, urgent entry is required.

16. PROPER LAW

The proper law of this Agreement is the law of the State of Victoria and insofar as is appropriate the law of the Commonwealth of Australia.

17. DELEGATION

Council may by written instrument delegate any of Council's powers pursuant to this Agreement to any authorised officer of Council.

EXECUTED as a Deed by the parties on the date set out at the commencement of this Agreement.

SIGNED SEALED AND DELIVERED for and on behalf of **CAMPASPE SHIRE COUNCIL** in accordance with a delegated power that is recorded in an instrument of delegation dated

)
)
)
).....

..... 18 AUGUST 2020
Date of Delegation

..... DEEJAN MOSES
Full name

SIGNED in the presence of:

Witness

Full name Keye Mason

Usual address: Cnr Hare & Heygarth Streets
ECHUCA VIC 3564

Signed on the 9 day of July 2021

EXECUTED by **WHARPARILLA WEST PTY LTD ACN 630 942 639** by being signed by those persons who are authorised to sign for the Company in accordance with section 127(1) of the *Corporations Act 2001*

Signature: x [Signature]

Position: Director/Secretary

Full Name:

Signature: [Signature]

Position: Director/Secretary

Full Name:

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07/12/2015 \$184.70 244



Lodged by
Dawes & Vary Riordan Pty Ltd
159 Welsford Street
Shepparton VIC 3630

Our ref: CDH:FDN:20123103

Code 0380 K

Application to register a community agreement
Section 244 Water Act 1989

The owners of the land affected by a community agreement apply for registration of the agreement in the Register for the land.

Applicant owners:	Land:
Bruce John O'Neale and Frances Marie O'Neale of 192 Wharparilla Drive, Echuca VIC 3564	Volume 08539 Folio 244
Francis John Miller of Wharparilla Drive, Echuca VIC 3564	Volume 10888 Folio 914
Barbara Louise Gray of 223 Wharparilla Drive, Echuca VIC 3564	Volume 09875 Folio 588
Lower Norton Pty Ltd of 351 Moorabool Street, Geelong VIC 3564	Volume 09875 Folio 589
Ronald William Dicketts and Glenys Joy Dicketts both of 33 Rutley Crescent, Echuca VIC 3564	Volume 09875 Folio 590
Joseph Anthony Schembri and Pamela Lois Emerson both of 211 Wharparilla Drive, Echuca VIC 3564	Volume 09875 Folio 591
Dennis Allan Power and Colleen Mary Power both of 207 Wharparilla Drive, Echuca VIC 3564	Volume 09875 Folio 592
Mera Humphries of 203 Wharparilla Drive, Echuca VIC 3564	Volume 09875 Folio 593
Norman Alan Hopson and Lynn Hopson both of 7 Wharparilla Drive, Echuca VIC 3564	Volume 09875 Folio 594
Ian Robert Harrison and Pauline Joy Harrison both of 12 Peppermint Place, Croydon Hill VIC 3136	Volume 09875 Folio 595

Robert John Allan and Bernadette Mary Allan of 3 Woolfs Street, Yarralumla ACT 2600	Volume 08539 Folio 248
--	------------------------

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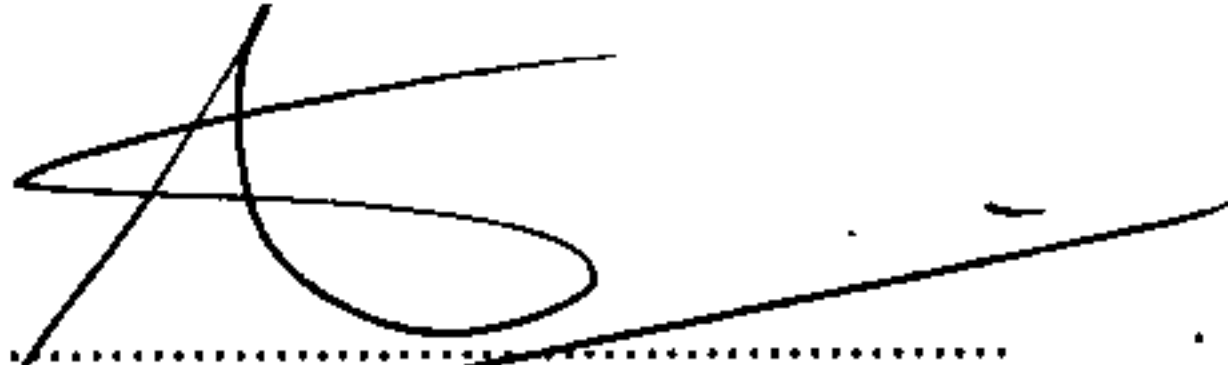


Date of agreement: 5 November 2015

The agreement is attached to this application.

Dispensation is requested from production of the certificates of title.

Date: 5 November 2015



.....
Dawes & Vary Riordan Pty Ltd
An Australian Legal Practitioner (within the meaning of the
Legal Profession Act 2004) for the Applicants

DORMER CHARLES HART
B.Sc(Agric) LL.B. Grad Dip Legal Practice
159 Welsford Street Shepparton
An Australian Legal Practitioner
(within the meaning of the Legal
Profession Uniform Law (Victoria))

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**COMMUNITY WATER SUPPLY
&
ACCESS
AGREEMENT**

The Wharparilla Drive Water Supply Association Inc.

Land Title Registration

Community No.....

Access No.....

DAWES & VARY PTY LTD
159 Welsford Street
Shepparton Victoria 3630
Phone: (03) 5820 0200
Facsimile: (03) 5831 5377
Producer: Charles Hart
File Ref: 20123103

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THIS AGREEMENT is made on the 5th day of November 2015 between the parties named in column 1 of the 1st schedule.

RECITALS:-

- A. The **landowners** have agreed to establish a community water supply scheme in accordance with Part 12 of the **Act** which has the primary purpose to supply water to the **lands** for purposes other than irrigation.
- B. The **Committee** has constructed or will construct the **works** or has had the works transferred to it and will own those **works** for the purpose of supplying water to the **landowners** in accordance with this Agreement.
- C. The **landowners** have agreed, where necessary, to grant a **right of access** over their respective **lands** pursuant to Part 12 of the **Act** and have further agreed to grant a licence to the **landowners** and the **Committee** to enter upon their **lands** for the purposes of constructing the **works** and repairing and **maintaining** same so as to allow the **Committee** to operate the community water supply scheme.
- D. Where applicable, the **Road Authority** has agreed to part of the **works** being constructed in its road reserves and a copy of that agreement is attached as Annexure C.
- E. Where applicable, the **Department of Environment Land, Water & Planning** has agreed to part of the **works** being constructed on Crown land of which it is the land manager and a copy of that agreement is attached as Annexure D.
- F. The **landowners** have agreed that the **works** will benefit all of the **landowners**.
- G. The **landowners** are aware that this Agreement will not have any force or effect until registered under the *Transfer of Land Act 1958*.

NOW IT IS HEREBY AGREED:-

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement unless the context otherwise indicates the following terms and phrases have the following meanings:-

“**Act**” means the *Water Act 1989*.

“**annual charge**” means the charge set by the **Committee** each year as provided in clause 11.3.

“**allocation**” means the volume of water allocated by the **Corporation** from time to time in a **financial year** in respect to any Water Share owned by the **Committee** or any **allocation** purchased by the **Committee** from a third party and shall otherwise have the same meaning as given in the **Act**.

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“Association” means the body constituted under the *Associations Incorporation Act 1981* described in part 1 of the 5th schedule.

“Business Day” means any day except a Public Holiday throughout Victoria or a Saturday or a Sunday.

“child meter” means the meter and associated locking mechanisms, the property of the **Committee** which directly records the volume of water supplied to a **landowner’s land**.

“Committee” means the Committee as from time to time constituted under clause 3.2.

“Connections Agreement” means any agreement made between the **Corporation** and the **Committee** in accordance with the **Act** or any other enabling provision which sets out the manner and the terms and conditions by which the **Corporation** must undertake the function of delivering water to the **Committee** or any alterations or amendments to such agreement as adopted from time to time by the **Corporation**.

Note- see Divisions 2 and 3 of part 11 of the Act

“conveyance loss” means, in respect to a specified period, the difference between the volume of water recorded by the **parent meter** as delivered by the **Corporation** and the total volume of water recorded as supplied to each **landowner’s land** by the **child meters** or assessed in accordance with clause 9.8 or both.

“Corporation” means the Goulburn-Murray Rural Water Corporation and its successors.

“Council” means a municipal council in who’s municipal district land affected by this Agreement is situated.

“financial year” means the year ending 30 June, unless the **Committee** determines otherwise.

“landowner” means the persons named in column 1 of the 1st schedule, the persons described as landowners in any amending Agreement or are otherwise described or required to be described in column 1 of the **Register** (as the case may be), together with their respective personal representatives, transferees and assigns. The number allocated to each **landowner** in column 1 of the 1st schedule or the **Register** may be used in this Agreement to describe that **landowner**.

“lands” means the respective lands owned by the **landowners** and which at the date of this Agreement are described in column 2 of the 1st schedule, are described in any amending Agreement or are otherwise described or required to be described in column 2 of the **Register** (as the case may be).

“maintain” includes to repair, alter and replace and **“maintenance”** or **“maintaining”** has a similar meaning.

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“**Manager**” means a person or body with whom the **Committee** has entered into a contract in accordance with clause 10.5.

“**Metering Standards**” means the National Non-Urban Metering Standards in force from time to time.

“**parent meter**” means the meter, the property of the **Corporation**, which records the total volume of water supplied by the **Corporation** to the **Committee**.

“**private works**” means the works (including any channel or pipeline) located on a **landowner's land** that are required to convey water from the **tapping point** to the **landowner's land** and includes any storage tanks or dams necessary to store the water but does not include a **child meter**.

“**Register**” means the register required to be kept by the **Committee** in accordance with clause 14.1 of this Agreement.

“**right of access**” means access for water supply purposes over land owned by another person and as more specifically provided in the **Act**.

Note- see section 234 of the Act.

“**Road Authority**” means **Vic Roads** or the **Council** or both as the case may be.

“**secretary**” means the secretary of the **Committee**.

“**sells**” includes to transfer or assign.

“**special resolution**” means a resolution, proposed as a special resolution and passed by two thirds of the **landowners** present in person or by proxy, at a meeting of **landowners** called to consider the resolution.

“**tapping point**” means a **child meter** or if there is no **child meter**, the point at which the **landowner** accesses the **works** for the **landowner's** exclusive use.

“**Vic Roads**” means the Roads Corporation trading as “Vic Roads” in accordance with Section 80 of the *Transport Integration Act 2010*.

“**unanimous resolution**” means a resolution, proposed in accordance with clause 14.13 and passed by all **landowners** present in person or by proxy, at a meeting of **landowners** called to consider the resolution.

“**works**” means the works required to supply the water and includes:

- (a) the works more particularly described in the 4th schedule;
- (b) the plant and machinery necessary to allow the **works** to function as a water supply system;
- (c) the **child meters**; and
- (d) any land owned by the **Committee** and used in conjunction with any of the **works** for the supply of water; but
- (e) does not include **private works**.

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- 1.2 The terms "Allocation Bank Account", "Delivery Share", "Limited Term Transfer", "Serviced Property", "Water Share", "Water Use Licence", "Water Use Registration" and "Water Season" have the same meaning as is given to them by the **Act**.
- 1.3 Words in bold type, unless the context otherwise indicates, are to be construed according to the meaning of them given in clause 1.1 of this Agreement.
- 1.4 This Agreement is to be interpreted as including any agreements varying this Agreement and registered under the *Transfer of Land Act 1958*.
- 1.5 The singular includes the plural and vice versa.
- 1.6 A word denoting any gender includes all genders.
- 1.7 A reference to a person includes a reference to a firm, corporation or other corporate body and vice versa.
- 1.8 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 1.9 A reference to a statute includes any statutes amending, consolidating or replacing same and will also include any regulations made under such statutes as those regulations are in force from time to time.
- 1.10 All headings are for ease of reference only and must not be taken into account in the construction or interpretation of this Agreement.
- 1.11 Notwithstanding anything else contained in this Agreement for the purposes for Recital B and clauses 5.1 and 13.6 the term "**landowner**" shall mean the joint registered proprietors of each parcel of **land** set out in column 2 of the 1st schedule or the Register.

[By way of illustration if there were 3 registered proprietors of a parcel of land (whether jointly or as Tenants in Common) for the purposes of this clause they would be considered one landowner]

- 1.12 A reference in a footnote to a section of an Act is a reference to the section as it exists on the 1st of December 2011. All such references are to be taken into account in constructing or interpreting this Agreement.

2. OBJECTIVES OF THIS AGREEMENT

- 2.1 This Agreement is entered into by the **landowners** as a mutual and co-operative agreement to facilitate a supply of water for other than irrigation purposes to their **lands**. The consideration given by all and each of the **landowners** for this Agreement are the mutual covenants given by each to each other for the purposes of providing the supply of water to their lands. In the interpretation of this Agreement the **landowners** agree that any court, tribunal, arbitrator, expert or other person adjudicating on the construction of or the interpretation of this Agreement must take into account the mutual objectives of the **landowners** as set out in this clause and the Agreement generally, and that each **landowner** benefits from the supply of water

from the **works** and carries the obligation of facilitating, within the terms of this Agreement, other **landowners** receiving their supply of water.

3. THE COMMITTEE

Committee

- 3.1 The **Association** shall be the **Committee** provided however if there is no **Association** or should the **Association** cease to exist or legally be unable to act as the **Committee**, then until otherwise determined by the **landowners** by **special resolution**, the **Committee** shall consist of three **landowners** elected by the **landowners**.
- 3.2 The **Committee** shall carry out the duties and obligations of the **Committee** in accordance with this Agreement, and without limiting this clause may:
- 3.2.1 enter into contracts;
 - 3.2.2 take or defend legal proceedings; and
 - 3.2.3 hold the **works**, water share or **allocation** and other assets in trust for the **landowners**
- 3.3 All **landowners** must be members of the **Association**.

4. MEETINGS OF LANDOWNERS

- 4.1 The **landowners** may hold general meetings for the purposes of exercising any powers under this Agreement or the **Act** and the provisions of the 6th schedule will apply to such meetings.

5. ACCESS OVER LAND

Grant of rights of access by agreement

- 5.1 Each person (if any) named in column 1 of part 1 of the 2nd schedule, in consideration of this Agreement and the mutual covenants contained herein, hereby grants to the **landowners** and the **Committee** named opposite in column 3 thereof, in favour of the lands described in column 4 thereof, and without payment of any compensation by any party to this Agreement, **rights of access** for water supply over such parts of their respective **lands** described in column 2 thereof and as further delineated on the map in annexure A:-
- 5.1.1 to construct, **maintain**, operate or remove the **works** and to pass water along, through or into the **works**; and
 - 5.1.2 to enter onto such **lands**, between the hours of 7.00am and 6.00pm on any **business day**, with or without machinery or equipment, except in the case of an emergency, for the purpose of constructing, **maintaining**, operating or removing the **works**.



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5.2 The access provided by the **landowners** will be situated in accordance with the map in annexure A and will be no more than 2 metres in width.

5.3 Each person agrees that this Agreement is the notice required to be given under the **Act**. **Landowner 1** and **landowner 2** will be provided with further reasonable notice by the **committee** if an inspection is required.

Note- see section 234(1) of the Act

Grant of rights of access by declaration

5.4 Each person named in column 1 of part 2 of the 3rd schedule, pursuant to the provisions of the **Act**, has declared that the lands described in column 4 thereof have **rights of access** for water supply over the lands described in column 2 thereof and as are further delineated on the map in annexure A for the purposes described in clause 5.1 and upon the terms and conditions contained in this Agreement. A copy of each **person's** declaration is annexed as annexure B.

Note- see section 234(5) of the Act

Access by the Committee

5.5 The **landowners** agree to permit any person appointed by the **Committee**, including that person's servants and agents, together with vehicles and machinery, the right to enter upon each of their respective **lands**, between the hours of 7.00am and 6.00pm on any **business day**, except in the case of an emergency, for the purpose of constructing, operating, **maintaining** or removing the **works**.

Entry by the Corporation

5.6 The **landowners** hereby agree that the **Corporation**, including its servants and agents, together with vehicles and machinery, may enter upon each of their respective **lands** for the purpose of:

5.5.1 reading or inspecting any **child meter**; and

5.5.2 fulfilling its functions.

5.7 The **landowners** acknowledge that the **Corporation** has, in certain circumstances, legislative powers under the **Act** to enter the **landowners' lands**.

Example: section 133 of the Act.

Authorisation to seek access

5.8 The **landowners** by this Agreement authorise the **Committee** to act as their agent to seek a **right of access** over **land** owned by other persons or any **landowner**.

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Note- see section 245(2) of the Act

6. CONSTRUCTION AND MAINTENANCE OF WORKS BY COMMITTEE

Construction and ownership

- 6.1 The **Committee** will be responsible for constructing the **works**, where applicable, and will hold the **works** in trust for the **landowners**.
- 6.2 The **Committee** will obtain all the necessary consents and permits required to construct the **works**.

Maintenance

- 6.3 The **Committee** is responsible for ensuring that the **works** are properly **maintained** and kept free of obstructions. Notwithstanding anything contained in this clause the **maintenance** of any fences is the responsibility of the **landowner** upon whose land the fence is erected unless otherwise determined by the **Committee**.
- 6.4 The **Committee** shall obtain the consent of the **Road Authority** or the Department of Environment, Land, Water & Planning before carrying out **maintenance** to the **works** within the road reserve or on Crown land.
- 6.5 If at a general meeting of **landowners** resolutions are carried-
 - 6.3.1 requiring **maintenance** to be carried out upon the **works**; and
 - 6.3.2 imposing a special charge in accordance with clause 11.5,then the **Committee** must, subject to clause 6.4 cause such **maintenance** to be carried out upon the **works**.
- 6.6 Notwithstanding the obligations under clause 6.5 the **Committee** may postpone the carrying out of the **maintenance** of the **works** until such amount of the special charge has been paid by the **landowners** or the **Committee** has made such other financial arrangements as to pay for such **maintenance**.
- 6.7 Each **landowner** is responsible for the construction and **maintenance** of that **landowner's private works**.
- 6.8 **Landowner 1** and **landowner 2** will not be required to contribute to the cost of constructing or maintaining the **works**.

Compliance with conditions imposed by affected bodies

- 6.9 The **Committee** and the **landowners** must at all times comply with any directions given by the **Corporation**, a **Road Authority** or any public statutory Authority relating to the construction, **maintenance** or use of the **works**.

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Interference with the works

6.10 Except as provided by the **Act**, a **landowner** must not, without first obtaining the consent of the **Committee**:-

- 6.9.1 construct any crossing or other obstruction in or across the **works**;
- 6.9.2 interfere with the **works** or the flow of water within the **works**;
- 6.9.3 interfere with access to the **works**; or
- 6.9.4 intentionally cause any other water to enter in or flow along the **works**.

7. USE OF WORKS

Use of Works to supply water

7.1 Subject to clauses 7.2 and 7.3 and any resolution of the **landowners**, the **Committee** must, at least once in each **financial year**, supply water to each of the **landowner's land** in accordance with this Agreement.

Conditions for supply

7.2 The **Committee** may impose terms and conditions on a **landowner** in respect of:-

- 7.2.1 the time, volume and duration of the supply of water;
- 7.2.2 the construction or **maintenance** of any **private works**;
- 7.2.3 any directions or requirements of the **Corporation**; or
- 7.2.4 the terms and conditions of the **Connections Agreement**.
- 7.2.5 any other matter regulated by or affecting the implementation of this Agreement.

Reduction or restriction of supply

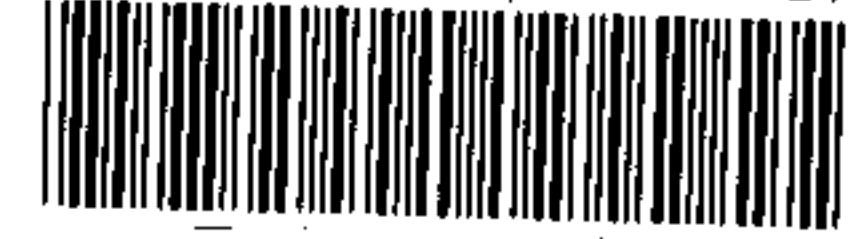
7.3 The **Committee** may refuse or limit the supply of water to any **landowner** if:-

- 7.3.1 any **private works** are, in the opinion of the **Committee**, inadequate or not properly constructed or **maintained**;
- 7.3.2 the **landowner** contravenes or is in breach of this Agreement or the **Act**;
- 7.3.3 the **landowner** refuses or obstructs entry upon the **landowner's land** to the **Corporation** , the **Committee** or any person authorised by the **Committee** in accordance with this Agreement;

Note- see clause 5.1.

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- 7.3.4 the **landowner** refuses or fails to pay any money due to the **Committee** pursuant to this Agreement or to the **Corporation** pursuant to the **Act**; or
- 7.3.5 the **Corporation** directs the **Committee** in writing not to supply water to a **landowner**.

8. OBLIGATIONS OF THE LANDOWNERS

Landowner obligations relating to works

- 8.1 A **landowner** must not, and must ensure that the occupier of a **landowner's land** does not:-
 - 8.1.1 interfere with any works of the **Corporation** or the **works**; or
 - 8.1.2 interfere with the taking by another **landowner** of a supply of water.

Ordering of water

- 8.2 Unless otherwise determined by the **Committee**, the **secretary** is responsible for the ordering of water directly with the **Corporation**.

Use of water

- 8.3 The **landowners** each agree and acknowledge that they will only use the water for purposes other than stock and domestic purposes, and will not breach the terms of the **Committee's Water Use Registration**.

Landowner to read meter

- 8.4 Each **landowner** must, if required by the **Committee**, immediately after the cessation of the supply of water to his **land**, read the recording meter of his **child meter** and report that reading directly to the **secretary** or otherwise in accordance with the **Connections Agreement**.

Notification of changes in landowner's details

- 8.5 A **landowner** must notify the **secretary**;
 - 8.5.1 of any changes in respect to that **landowner** or that **landowner's land** within 30 days of that change occurring, which changes must be recorded by the **secretary** in the **Register**; and
 - 8.5.2 upon being requested by the **Committee**, the **landowner's Allocation Bank Account number**.
- 8.6 Upon a **landowner** ceasing to own the **lands** described in the 1st schedule or as otherwise described in the **Register**, the **landowner** must within 30 days of ceasing to own the **lands** resign as a member of the **Association**.

- 8.7 The **landowners** jointly and severally appoint the chairman of the **Committee** to be their lawful attorney for the purpose of putting into effect paragraphs 8.5 and 8.6, if required.
- 8.8 Each **landowner** hereby authorises the **secretary** to obtain from the **Corporation** information regarding ownership of any or all of the **lands**.

Private works

- 8.9 The **landowners** each agree and acknowledge that:-
- 8.9.1 each **landowner** is responsible for constructing and installing the **private works** relating to their respective **lands** and to ensure that they are properly **maintained** by such reasonable and usual methods as the **Committee** may determine;
- 8.9.2 those **private works** must, if required by the **Committee**, include a pump, tank or other infrastructure as the **Committee** may determine; and
- 8.9.3 each **landowner** must construct or install the **private works** (if any) set out opposite their name in column 4 of the 1st schedule.

Point of supply

- 8.10 The **landowners** agree and acknowledge that by executing this Agreement, they have agreed with the **Corporation** that the point of supply of water to their respective **lands** is at the **parent meter** and that the supply of water from **parent meter** to their respective **lands** lies with the **landowners** and the **Committee**.

Serviced property

- 8.11 Each **landowner** covenants with the **Committee** that the **landowner's land**, where it is situated within an Irrigation District, is a serviced property.

Note- see section 144 of the Act

Acknowledgement

- 8.12 Each **landowner** acknowledges that the **Corporation** may not deliver any water to the **parent meter** in response to an order, unless in the opinion of the **Corporation**, the **Committee** has sufficient **allocation** in its Allocation Bank Account to cover any actual or anticipated **conveyance loss**.

Payment of monies

- 8.13 Each **landowner** shall within the time limitations allowed by the **Corporation**, pay all monies from time to time due by the **landowner** to the **Corporation**.

9. OBLIGATIONS OF THE COMMITTEE

Licences and agreements

- 9.1 The **Committee** must hold:



- 9.1.1 if required, a licence from the **Corporation** in respect to the construction, use and **maintenance** of the **works**;
- 9.1.2 as from time to time required, sufficient **allocation** to supply water to the **landowners** in accordance with this Agreement and to cover the **conveyance loss** (if any);
- 9.1.3 an Allocation Bank Account;
- 9.1.4 a Water Use Registration which includes all of the landowners' lands;
- 9.1.5 if applicable, a Delivery Share sufficient to permit the supply of water to all of the **landowners' lands**;
- 9.1.6 if the source of the supply of water is from an unregulated waterway or a bore, a licence under the **Act** to take and use water;
Note- see section 51 of the Act
- 9.1.7 if the source of the supply of water is from a regulated waterway, an extraction share;
Note- see section 67 of the Act
- 9.1.8 if necessary, an agreement with the Corporation for the supply of water;
Note- see section 124(7) of the Act
- 9.1.9 if required by the **Corporation**, a **Connections Agreement**; and
- 9.1.10 any other licence, authority or agreement as is reasonably required by the **Corporation** or the **Road Authority** for the purpose of this Agreement.

Water Share and Allocation

- 9.2 The **Committee** may from time to time:-
 - 9.2.1 purchase Water Share for the purpose of supply in accordance with this Agreement. Such Water Share shall be held in trust for the **landowners** in the proportion set out opposite their name in column 3 of Schedule 1 or as otherwise described in the **Register**;
 - 9.2.2 purchase **allocation** for the purpose of supply in accordance with this Agreement. The **Committee** may sell **allocation** surplus to its requirements;
 - 9.2.3 in accordance with a resolution of the **landowners** at a general meeting, grant or hold a Limited Term Transfer; and
 - 9.2.4 in accordance with a **special resolution** of **landowners**, sell any Water Share held by the **Committee** pursuant to clause 9.2.1.

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*Note- any transactions by the **Committee** in accordance with this clause would be carried out in the name of the **Association**- see clause 3.2.*

- 9.3 A **landowner** may, at the **landowner's** cost, and with the consent of the **Committee** (which shall not be unreasonably withheld), in the name of the **Committee**, purchase Water Share or **allocation**. Any such water so purchased will be supplied by the **Committee** to the purchasing **landowner** when reasonably requested. The **Committee** may levy an additional charge to the **landowner** for the supply of any such purchased water.
- 9.4 The **Committee** may, when requested by a purchasing **landowner** sell all or any of the Water Share or **allocation** purchased in accordance with clause 9.3 and pay the net proceeds to the purchasing **landowner**.
- 9.5 Each **landowner** authorises the **secretary** or such other person authorised by the **Committee**, to establish a single Allocation Bank Account in the name of the **Association** to enable all **allocations** in respect to the **landowners** to be combined in one Account.

Meters

- 9.6 Unless the **Committee** otherwise determines, **child meters** need not comply with the **Metering Standards**.
- 9.7 The **Committee** may, with the written consent of the **Corporation**, determine not to install **child meters**.
- 9.8 In the event that:
- 9.8.1 there are no **child meters** installed;
 - 9.8.2 a **child meter** malfunctions;
 - 9.8.3 the **secretary** fails to record the readings of a **child meter**; or
 - 9.8.4 in any other case there is no accurate recording of the water supplied to a **landowner**.

then the **Committee** must determine the volume of water supplied to each **landowner** in accordance with the **Act** as if the **Committee** was a **Corporation**.

*Note- see section 142(2) of the **Act**.*

Supply of water

- 9.9 Subject to **allocation** and any restrictions imposed by the Minister or the **Corporation** and the terms of this Agreement each **landowner** is entitled to be supplied with the total volume of water set out opposite their name in column three of the first schedule or column three of the **Register**. Subject to clause 7.1, the **Committee** may determine from time to time, when and in what quantity water is to be supplied to the **landowners**.



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Conveyance loss

- 9.10 The **Committee** may, for the purpose of covering the **conveyance loss**, from time to time purchase or sell Water Share or **allocation** or enter into a Limited Term Transfer.
- 9.11 Unless otherwise agreed by the **landowners**, the **conveyance loss** shall be distributed amongst the **landowners** in proportion to the total volume of water each **landowner** has used in a **financial year**.
- 9.12 Notwithstanding clause 9.11 the **Committee** may assess the **conveyance loss** from time to time during a **financial year**.

Comply with Water Act 2007 (Cth)

- 9.13 Notwithstanding anything else contained in this agreement, if the **Committee** or the **landowners** are an infrastructure operator within the meaning of the *Water Act 2007 (Cth)*, they must comply with all obligations imposed on an irrigation infrastructure operator by the *Water Act 2007 (Cth)* and, without limiting this clause in particular, in respect to any charges or fees regulated by the *Water Act 2007 (Cth)*.

Note- see Section 7 of the Commonwealth Act

10. DUTY OF SECRETARY

Secretary to be the contact person

- 10.1 Unless otherwise determined by the **Committee**, the **secretary** is the only person authorised to deal with the **Corporation**.

Obligations of secretary

- 10.2 The **secretary** must:-

10.2.1 keep a record of the volume of the water supplied to each **landowner** in each **financial year**, and if requested by any **landowner** or the **Corporation** advise in writing the volume so supplied for that period;

10.2.2 pay on behalf of the Committee all monies owing to the **Corporation** by it; and

10.2.3 carry out all other dealings with the **Corporation**.

Reading of meter and determination of measurements

- 10.3 The **secretary** must regularly record the readings of each **child meter** (if any) to determine the volume of water supplied to each **landowner**. The **secretary** may at any time read any **child meter**.

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Delegation of secretary duties

10.4 Notwithstanding the provisions of this clause 10, the **secretary** may delegate in writing any of his or her powers, discretions or functions under this Agreement except;

10.4.1 this power of delegation; or

10.4.2 the duty of the **secretary** to be the contact person under clause 10.1

Contracting out of secretary duties

10.5 Notwithstanding the provision of this clause 10, the **Committee** may contract out all or any of the administrative functions, including the maintenance of the **Register**, of the **Committee** and the **secretary** to a **Manager**.

11. FINANCIAL MATTERS

Capital charges

11.1 The **Committee** may impose on each of the **landowners** a capital charge for the purposes of constructing, obtaining, installing, replacing or **maintaining** the **works**.

11.2 The **Committee** shall determine the capital charge in accordance with the criteria (if any) set forth in part 3 of the 5th schedule.

Annual and Special charges

11.3 In each **financial year**, the **Committee** must prepare an estimate of the expenses of administering this Agreement and the supplying of water to each **landowner** and must set an **annual charge** in respect of each **landowner**. In setting the **annual charge** the **Committee** must include:-

11.3.1 any charges by the **Corporation** in respect to the **conveyance loss**;

11.3.2 the cost and expenses of purchasing any **allocation**, Water Share or a Limited Term Transfer;

11.3.3 the costs and expenses relating to the operation and **maintenance** of the **works**, administration expenses (including legal fees), insurance premiums (including Public Liability Insurance) and other necessary and incidental expenses relating to the implementation of this Agreement, including any costs of a **Manager** and any costs and expenses incurred by the **Committee** pursuant to the **Act** after implementation of this Agreement;

Note- see section 245 of the Act

11.3.4 the costs and expenses of administering this Agreement and the supply of water to each **landowner**; and

11.3.5 any other costs and expenses that the **Committee** considers relevant.

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- 11.4 The **annual charge** shall be fixed in accordance with the criteria (if any) set forth in part 4 of the 5th schedule.
- 11.5 A general meeting of the **landowners** may, at any time, direct the **Committee** to set a special charge, in accordance with the resolution of the **landowners**.
- 11.6 The **Committee** must give notice to each **landowner** of the **annual charge** or special charge payable by that **landowner**.

Payment and recovery of monies

- 11.7 The **Committee** may require payment of money due under this Agreement at such time and in such manner as the **Committee** may determine. If the time for payment of any amount is not stipulated by the **Committee**, then such amount must be paid within 30 days of notice being given.
- 11.8 Notwithstanding anything contained in clauses 11.3, 11.4 and 11.5 a **landowner** must pay the **annual charge** or any special charge whether or not in any **financial year** that **landowner** has been supplied with any water.
- 11.9 Any money due to the **Committee** under this Agreement bears interest, calculated on a daily basis, from the date that the money becomes due to the date that the money is paid, at the rate fixed by the **Committee**, not exceeding the rate fixed from time to time under the **Act** for unpaid fees imposed under tariffs.
- 11.10 The **landowners** authorise the **Committee** to sue any **landowner** to recover payment of any monies due under this Agreement in any court of competent jurisdiction.
- 11.11 Each **landowner** hereby charges his land and any Water Share owned by him or held in trust by the **Committee** for him in favour of the **Committee** for any monies owed by the **landowner** to the **Committee**.

Note- Water Share or allocation held in trust would be held in the name of the Association.

Accounts

- 11.12 The **secretary** must keep proper books of accounts in relation to the moneys received and expended by the **Committee**.
- 11.13 The **secretary** must present a statement of receipts and expenditure at the annual general meeting of **landowners**. The statement must be audited if required by law or previously requested by a meeting of **landowners**.

Requests for information

- 11.14 At the request of any person, the **secretary** must provide that person with a statement of any monies owing by a **landowner** under this Agreement, and a copy of, or an extract from, the **Register**, insofar as it affects the **landowner's land** or

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Water Share inquired of. The **Committee** may from time to time fix a fee for carrying out the provisions of this clause, provided that such fee shall not exceed the fee from time to time charged by the **Corporation** for the provision of Information Statements by the **Corporation**.

Public Liability Insurance

11.15 Unless otherwise agreed in writing by the **Corporation**, the **Committee** must use its best endeavours to take out Public Liability Insurance in respect to the **Committee** in such sum as is agreed between the **Committee** and the **Corporation** but being not less than \$20,000,000.00.

Remuneration of Secretary

11.16 The **Committee** may remunerate the **secretary** in such sum as determined by the **landowners** at an annual general meeting.

12. SALE OF LAND

Obligations on sale of land

12.1 If a **landowner** sells any part of the **landowner's land** which is entitled to receive a supply of water through the **works** and that land does not have legal access to receive such a supply through the **works**, the **landowner** must grant to the **purchaser** and its assignees or transferees, as part of the consideration of such sale, an easement for the supply of water or **rights of access** for the supply of water over any other lands retained by the **landowner** to provide legal access for the supply of **water**.

13. RELEASE FROM AGREEMENT

Landowner may apply to be released from Agreement

13.1 Notwithstanding anything else contained in this Agreement a **landowner** may apply to the **Committee** for the Agreement to be varied so that the **landowner** and the **landowner's lands** no longer form part of this Agreement.

13.2 A copy of such application shall as soon as reasonably possible be served on all other **landowners** and the **Corporation**.

13.3 The **Corporation** and any other **landowner** may, prior to the date set by the **Committee**, being not less than 30 days from the serving of the notice under clause 13.2, object to the application.

13.4 The **Committee**, shall take into account all objections received to the proposal, but shall not unreasonably refuse the application.

13.5 The **Committee** shall serve notice of its decision whether or not to grant the request upon the requesting **landowner**, the **Corporation** and all other **landowners**.

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13.6 Notwithstanding clause 13.4 the **Committee** must only approve the request on the condition (including any other conditions that the **Committee** may impose) that:-

13.6.1 it is satisfied that the requesting **landowner** has granted all and any easements or **rights of access** necessary for the continuance of the supply of water through the **works**;

13.6.2 the requesting **landowner** has entered into an agreement amending this Agreement incorporating these amendments;

Note- see section 245 of the Act

13.6.3 all monies due under this Agreement have been paid by the requesting **landowner** to the **Committee**;

13.6.4 the requesting **landowner** has paid or has agreed to the satisfaction of the **Committee** to pay all the costs, legal expenses, stamp duties or any other expenses or imposts required to implement the amending agreement; and

13.6.5 the requesting **landowner** paying to the **Committee** such reasonable termination fee as determined by the **Committee** provided that any such termination fee must not exceed any limits imposed by law.

14. GENERAL

Register

14.1 The **Committee** must keep the **Register** in the form or its like of the 3rd schedule and ensure that it shows any changes in the ownership of each **landowner's land** or description of such **land** and the **landowner's Water Share**. The **Committee** may contract the maintaining of the **Register** to a **Manager**.

Disputes

14.2 A dispute arises when a party gives written notice to the other party of the dispute.

14.3 Disputes between the **landowners** arising under this Agreement shall be determined by the **Committee** or a person or persons appointed by the **Committee** to act in its stead. The **Committee** or any persons appointed must act according to the principles of natural justice and their decision shall be final and binding on all parties.

14.4 Clause 14.3 does not apply to disputes in respect of which the **Act** provides a method of resolution or confers a right of appeal on a party to the dispute.

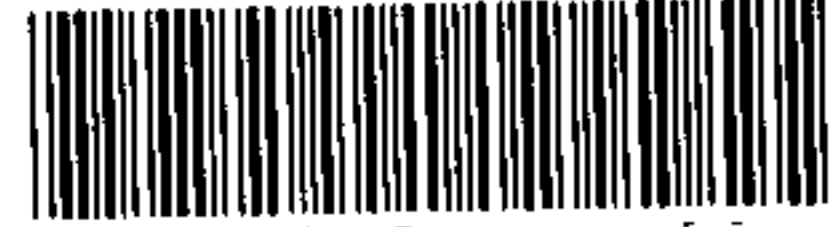
Note- see part 12 of the Act

Mediation

14.5 Notwithstanding clauses 14.3 and 14.4, the parties to a dispute may agree to determine their dispute by mediation as follows:-

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14.5.1 the parties must jointly agree to appoint a mediator within 14 days after a dispute arising.

14.5.2 if the parties are unable to agree upon a mediator, either party may, within 14 days after the parties have failed to agree, request the President of the Law Institute of Victoria Ltd or the President's Nominee to appoint a mediator and determine the mediator's remuneration;

14.5.3 the parties must comply with the mediator's instructions;

14.5.4 the fees and expenses of the mediator are to be paid equally by the parties;

14.5.5 the parties must bear their own costs of the mediation;

14.5.6 if the dispute is settled, the parties must sign terms of settlement which are binding on the parties;

14.5.7 if:

(a) the dispute is not resolved within 30 days after the appointment of the mediator (or any longer period agreed to by the parties in writing);

(b) the mediator is of the opinion that the mediation is likely to be unsuccessful; or

(c) the parties advise the mediator that the mediation will be unsuccessful

the mediation will thereupon cease.

14.6 The mediation is confidential and statements made by the mediator and the parties, or discussions between the participants in the mediation before, during or after the mediation, cannot be used in any subsequent arbitration or legal proceedings between the parties.

14.7 The mediator is not bound by the rules of natural justice and may discuss the dispute with the party in the absence of the other party.

14.8 The mediator may otherwise determine the procedure of the mediation.

Victorian laws apply

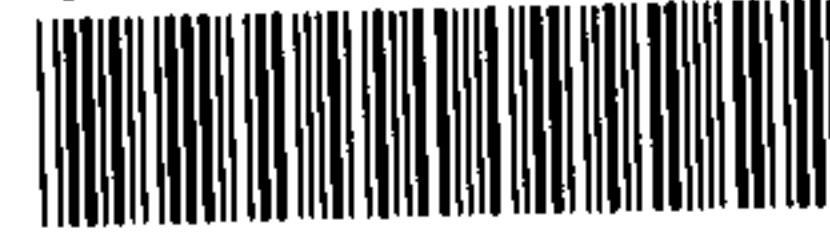
14.9 This Agreement shall be governed by the law relating to the State of Victoria.

Indemnified

14.10 The **landowners** and the **Committee** jointly and severally indemnify the **Corporation** in respect to any claims, damage, loss or expense suffered by the **Corporation** arising out of the use by the **landowners** or the **Committee** of any water delivered by the **Corporation** to the **parent meter** in accordance with a request by the **secretary** or any authorised person.

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14.11 The **landowners** and the **Committee** jointly and severally indemnify **landowner 1** and **landowner 2** in respect to any claims, damage, loss or expense suffered by either of them arising out of the use by the **landowners** or the **Committee** of the **works** situated on the **landowners** land.

Changes to or revocation of Agreement

14.12 The **landowners** may, by **special resolution**, authorise the **Committee** to sign an agreement for the purposes of the **Act** to vary this Agreement provided however, that no such alteration shall operate so as to vitiate any agreement with or conditions imposed by the **Corporation**, a **Road Authority** or any other public statutory authority, without their consent.

Note- see section 245 of the Act

14.13 The **landowners** may, by **unanimous resolution**, authorise the **Committee** to sign an agreement for the purposes of the **Act** to revoke this Agreement.

Note- see section 245 of the Act

14.14 A copy of any proposed **special resolution** or **unanimous resolution** must be served on the **Corporation** at least 14 **business days** prior to the date of the meeting called to consider such resolutions.

14.15 The **landowners** appoint the **Committee** to be their joint and several lawful attorneys for the purposes of signing any variation or revocation of this Agreement pursuant to the **Act** as agreed to by a **special resolution** or **unanimous resolution** (as the case may be) of **landowners**.

Note- see section 245 of the Act

14.16 If the **landowners**, by **unanimous resolution** resolve to revoke this Agreement, then, subject to any contrary terms in the resolution:-

14.15.1 the **landowners** appoint the **Committee** to act as their agent pursuant to the **Act**; and

Note-see section 245 (2) of the Act

14.15.2 the **Committee** shall:-

(a) execute and register at the Land Titles Office an agreement terminating this Agreement;

(b) sell or otherwise dispose of the **works** and, insofar as the **Committee** can within its existing resources, pay the costs of filling any channels or removing any pipelines constituting part of the **works** on a **landowner's** **land**;

(c) sell any Water Share or **allocation** it may own; and

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- (d) after payment of all expenses, costs and fees necessary to complete the revocation of this Agreement, divide any monies left between the **landowners** equally.

Transfer of Committee functions

14.17 The **Committee** must, if directed by a **special resolution** of the **landowners**, request the **Corporation** or the **Council** to perform the functions and exercise the powers of the **Committee** as provided for in the **Act**.

Note- see section 246 of the Act

Notices

14.18 Where the Agreement provides for notice to be given to a person or party then, unless the Agreement provides otherwise, notice must be in writing and may be given:-

14.17.1 by delivering it personally to the person to whom it is to be given;

14.17.2 by pre-paid post, addressed to the person to whom it is to be given at that person's last known address;

14.17.3 by facsimile to the facsimile number of the addressee; or

14.17.4 by any other method of electronic service or communication approved at law.

14.19 A notice or other communication is deemed served:-

14.18.1 if delivered, upon delivery;

14.18.2 if posted, on the expiration of 2 **business days** after the date of posting;

14.18.3 if sent by facsimile prior to 5.00 pm on a **business day** - that day;

14.18.4 if sent by facsimile after 5.00 pm - at 9.00 am on the next **business day** at the place where it is received; or

14.18.5 if sent by any other method of electronic service or communication - at the time the notice or communication is communicated to the person intended to receive same.

Severance

14.20 If any provision of this Agreement is either held void or unenforceable by any arbitrator, court or tribunal, then to the extent possible at law that provision shall be struck out and the balance of this Agreement shall continue to apply.

Waiver

14.21 No consent or waiver by a party of any breach by another party of this Agreement shall amount to a waiver of the relevant party's rights arising from this Agreement.

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Power of Attorney

14.22 For the purposes of facilitating registration of this Agreement at the Land Titles Office pursuant the **Act** the **landowners** jointly and severally appoint the Legal Practitioner lodging this Agreement for registration Land Titles Office to be their lawful attorney for the purposes of correcting, altering, amending or signing this Agreement and without limiting the generality of this clause including deleting, substituting or amending any lands described in any item of the 1st schedule or deleting or amending the names or addresses of any parties to this Agreement.

Note- see section 236 of the Act

14.23 This Power of Attorney shall cease and be automatically revoked upon registration of this Agreement at the Land Titles Office.

15. CHANGES TO THE WATER ACT 1989

Procedure if amendments to Act

15.1 The **landowners** and the **Committee** agree, that if directed by the **Corporation**, they will call a special meeting of the **landowners** for the purposes of amending this Agreement to incorporate any amendments made to the **Act** and that the **landowners** will use their best endeavours to pass the necessary **special resolution**.

15.2 The **landowners** acknowledge that they have been put on notice by the **Corporation**, by virtue of this clause, that if the **landowners** do not pass the necessary **special resolution** in accordance with clause 15.1 the **Corporation** may not, either legally or practically, be able to make available a supply of water for use by the **landowners**.

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SIGNED, SEALED AND DELIVERED
by **Ronald William Dicketts** at 33 Rutley Crs
Echuca in the state of Victoria
in the presence of:

)
)
) *R. Dicketts*
)
) *Roxanne Jickety*

SIGNED, SEALED AND DELIVERED
by **Glenys Joy Dicketts** at 33 Rutley Crs
Echuca in the state of Victoria
in the presence of:

)
)
) *G. Dicketts*
)
) *Roxanne Jickety*

SIGNED, SEALED AND DELIVERED
by **Joseph Anthony Schembrie** at
211 Wharparilla Dr in the state of Victoria
in the presence of:

)
)
) *A. Schembrie*
)
) *R. Dicketts*

SIGNED, SEALED AND DELIVERED
by **Pamela Lois Emerson** at
211 Wharparilla in the state of Victoria
in the presence of:

)
)
) *P. Emerson*
)
) *R. Dicketts*

SIGNED, SEALED AND DELIVERED
by **Dennis Allan Power** at 207 Wharparilla Dr
in the state of Victoria
in the presence of:

)
)
) *D. Power*
)
) *Pamela J. Power*

SIGNED, SEALED AND DELIVERED
by **Colleen Mary Power** at 207 Wharparilla Dr
in the state of Victoria
in the presence of:

)
)
) *C. Power*
)
) *Pamela J. Power*

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SIGNED, SEALED AND DELIVERED
by **Mera Humphreys** at 203 Wharparilla Dr
in the state of Victoria
in the presence of:

)
)
) *Mera Humphreys*
)
) *Norman Alan Hopson*

SIGNED, SEALED AND DELIVERED
by **Norman Alan Hopson** at 7 Wharparilla Dr
in the state of Victoria
in the presence of:

)
)
) *Norman Alan Hopson*
)
) *R. Dickel*

SIGNED, SEALED AND DELIVERED
by **Lynn Hopson** at 7 Wharparilla Dr
in the state of Victoria
in the presence of:

)
)
) *Lynn Hopson*
)
) *Dallas A Cook*

SIGNED, SEALED AND DELIVERED
by **Ian Robert Harrison** at 12 Peppermint
Place Croydon Hill in the state of Victoria
in the presence of:

)
)
) *Ian Robert Harrison*
)
) *Wickert*

SIGNED, SEALED AND DELIVERED
by **Pauline Joy Harrison** at 12 Peppermint
Place Croydon Hill in the state of Victoria
in the presence of:

)
)
) *Pauline Joy Harrison*
)
) *Wickert*

SIGNED, SEALED AND DELIVERED
by **Robert John Allan** at 3 Wools Street
Yarralumla in the Australian Capital Territory
in the presence of:

)
)
) *Robert John Allan*
)
) *Dallas A Cook*

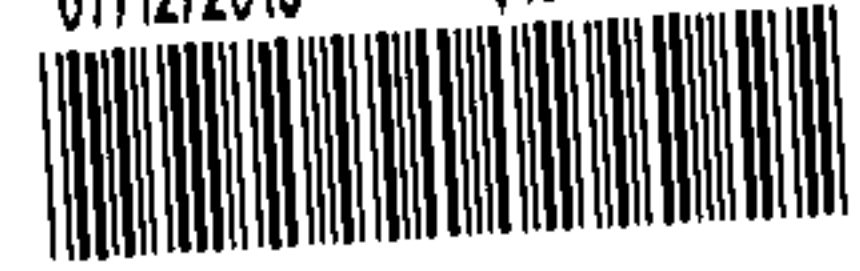


SIGNED, SEALED AND DELIVERED
by **Bernadette Mary Allan** at 3 Wools Street
Yarralumla in the Australian Capital Territory
in the presence of:

)
)
) *Bernadette Allan*
) *Dollos A Cook*

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FIRST SCHEDULE

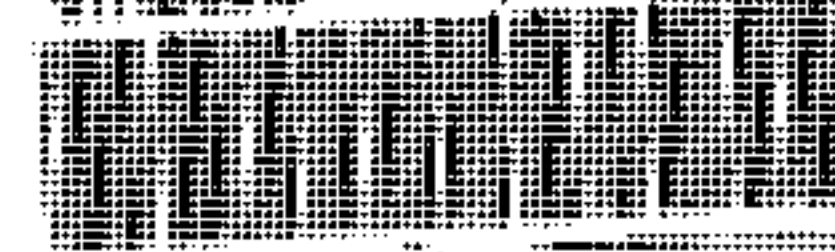
NO.	COLUMN 1 Name and address of landowner	COLUMN 2 Lands affected by this Agreement	COLUMN 3 Water Entitlement (<i>megalitres</i>)	COLUMN 4 Private works to be constructed
1	Bruce John O'Neale and Frances Marie O'Neale of 192 Wharparilla Drive Echuca VIC 3564	Volume 08539 Folio 244 Lot 1/PS 066303	Nil	N/A
2	Francis John Miller of Wharparilla Drive Echuca VIC 3564	Volume 10888 Folio 914 LotB/PS525335Q	Nil	Pipes
3	Barbara Louise Gray of 223 Wharparilla Drive Echuca VIC 3564	Volume: 09875 Folio: 588 Lot 1/PS215806V	2ML	Pipes and storage
4	Lower Norton Pty Ltd of 351 Moorabool Street Geelong VIC 3220	Volume: 09875 Folio: 589 Lot 2/PS215806V	2ML	Pipes and storage
5	Ronald William Dicketts and Glenys Joy Dicketts both of 33 Rutley Crescent Echuca VIC 3564	Volume: 09875 Folio: 590 Lot 3/PS215806V	2ML	Pipes and storage
6	Joseph Anthony Schembri and Pamela Lois Emerson both of 211 Wharparilla Drive Echuca VIC 3564	Volume: 09875 Folio: 591 Lot 4/PS215806V	2ML	Pipes and storage
7	Dennis Allan Power and Colleen Mary Power both of 207 Wharparilla Drive Echuca VIC 3564	Volume: 09875 Folio: 592 Lot 5/PS215806V	2ML	Pipes and storage
8	Mera Humphreys of 203 Wharparilla Drive Echuca Vic 3564	Volume: 09875 Folio: 593 Lot 6/PS215806V	2ML	Pipes and storage
9	Norman Alan Hopson and Lynn Hopson both of 7 Wharparilla Drive Echuca VIC 3564	Volume: 09875 Folio: 594 Lot 7/PS215806V	2ML	Pipes and storage
10	Ian Robert Harrison and Pauline Joy Harrison both of 12 Peppermint Place Croydon Hill VIC 3136	Volume: 09875 Folio: 595 Lot 8/PS215806V	2ML	Pipes and storage

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\$184.70

244



11	Robert John Allan and Bernadette Mary Allan both of 3 Woolls Street Yarralumla ACT 2600	Volume: 08539 Folio: 248 Lot 5/PS066303	2ML	Pipes and storage

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\$184.70

244



**SECOND SCHEDULE
Part 1
Rights of Access by Agreement**

COLUMN 1 Name or number of person granting rights of access	COLUMN 2 Description of land over which access granted	COLUMN 3 Name or number of landowner receiving rights of access	COLUMN 4 Description of land receiving rights of access
1	Volume 08539 Folio 244	2 3 4 5 6 7 8 9 10 11	Volume: 10888 Folio: 914 Volume: 09875 Folio: 588 Volume: 09875 Folio: 589 Volume: 09875 Folio: 590 Volume: 09875 Folio: 591 Volume: 09875 Folio: 592 Volume: 09875 Folio: 593 Volume: 09875 Folio: 594 Volume: 09875 Folio: 595 Volume: 08539 Folio: 248
2	Volume: 10888 Folio: 914	3 4 5 6 7 8 9 10 11	Volume: 09875 Folio: 588 Volume: 09875 Folio: 589 Volume: 09875 Folio: 590 Volume: 09875 Folio: 591 Volume: 09875 Folio: 592 Volume: 09875 Folio: 593 Volume: 09875 Folio: 594 Volume: 09875 Folio: 595 Volume: 08539 Folio: 248
3	Volume: 09875 Folio: 588	4 5 6 7	Volume: 09875 Folio: 589 Volume: 09875 Folio: 590 Volume: 09875 Folio: 591 Volume: 09875 Folio: 592

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07/12/2015 \$184.70 244



		8 9 10 11	Volume: 09875 Folio: 593 Volume: 09875 Folio: 594 Volume: 09875 Folio: 595 Volume: 08539 Folio: 248
4	Volume: 09875 Folio: 589	5 6 7 8 9 10 11	Volume: 09875 Folio: 590 Volume: 09875 Folio: 591 Volume: 09875 Folio: 592 Volume: 09875 Folio: 593 Volume: 09875 Folio: 594 Volume: 09875 Folio: 595 Volume: 08539 Folio: 248
5	Volume: 09875 Folio: 590	6 7 8 9 10 11	Volume: 09875 Folio: 591 Volume: 09875 Folio: 592 Volume: 09875 Folio: 593 Volume: 09875 Folio: 594 Volume: 09875 Folio: 595 Volume: 08539 Folio: 248
6	Volume: 09875 Folio: 591	7 8 9 10 11	Volume: 09875 Folio: 592 Volume: 09875 Folio: 593 Volume: 09875 Folio: 594 Volume: 09875 Folio: 595 Volume: 08539 Folio: 248
7	Volume: 09875 Folio: 592	8 9 10	Volume: 09875 Folio: 593 Volume: 09875 Folio: 594 Volume: 09875 Folio: 595
8	Volume: 09875 Folio: 593	9 10	Volume: 09875 Folio: 594 Volume: 09875 Folio: 595

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9	Volume: 09875 Folio: 594	10	Volume: 09875 Folio: 595

AM386210G

07/12/2015

\$184.70

244



THIRD SCHEDULE

Form of Register

NO.	COLUMN 1 Name and address of landowners	COLUMN 2 Lands affected by this Agreement	COLUMN 3 Water Entitlements <i>(insert volume)</i>

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FOURTH SCHEDULE

Works

- Three inch and two inch pipe as required
- Electric pump

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FIFTH SCHEDULE

Part 1 (clause 1.1)

Name of Association.

The Wharparilla Drive Water Supply Association Inc.

Part 2 (clause 9.13)

Criteria for distributing conveyance loss

Conveyance losses will be calculated in proportion to the Water Entitlements held by the **landowners** on 1 July each financial year.

Part 3 (clause 11.2)

Criteria for assessing capital charge.

All **capital charges** will be paid equally.

Part 4 (clause 11.4)

Criteria for assessing annual charge.

Annual charges will be calculated in proportion to the water entitlements held by the **landowners** on 1 July of each financial year.

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SIXTH SCHEDULE

Meetings of landowners

1. The **Committee** may at any time, or the **secretary** upon the request in writing of at least 10% of the **landowners**, must call a general meeting of all **landowners**. Any such meeting called by the **landowners** shall be held upon such date determined by the **Committee** but as soon as possible after receipt by the **secretary** of such request. Fourteen (14) days notice of the date, place and business of the meeting shall be given to the **landowners**.
2. A quorum for a general meeting shall be 20% of **landowners** entitled to be present and vote.
3. Except in the case of joint **landowners**, all **landowners** shall be entitled to one vote at any meeting. Where there are joint **landowners** only one of them may vote in person or by proxy and if both vote then only the vote of the person whose name is the first name in the Agreement or on the **Register** can be counted.
4. The Chairperson of the **Committee** shall be the chairperson of the annual general meeting or any general meeting of **landowners** or in the Chairperson's absence the meeting shall elect one of the **landowners** to chair such meeting.
5. A question arising at a meeting shall be determined by a majority of votes of **landowners** present and voting on that question, and if voting is equal, the person presiding has a casting as well as a deliberative vote.
6. A **landowner** can appoint in writing another person to act as a proxy at any meeting.
7. The **secretary** shall be responsible for keeping minutes of any general meeting of the **landowners**.
8. The Chairperson of the meeting can otherwise determine procedures at any meeting of **landowners**.

ANNEXURE A

AM386210G

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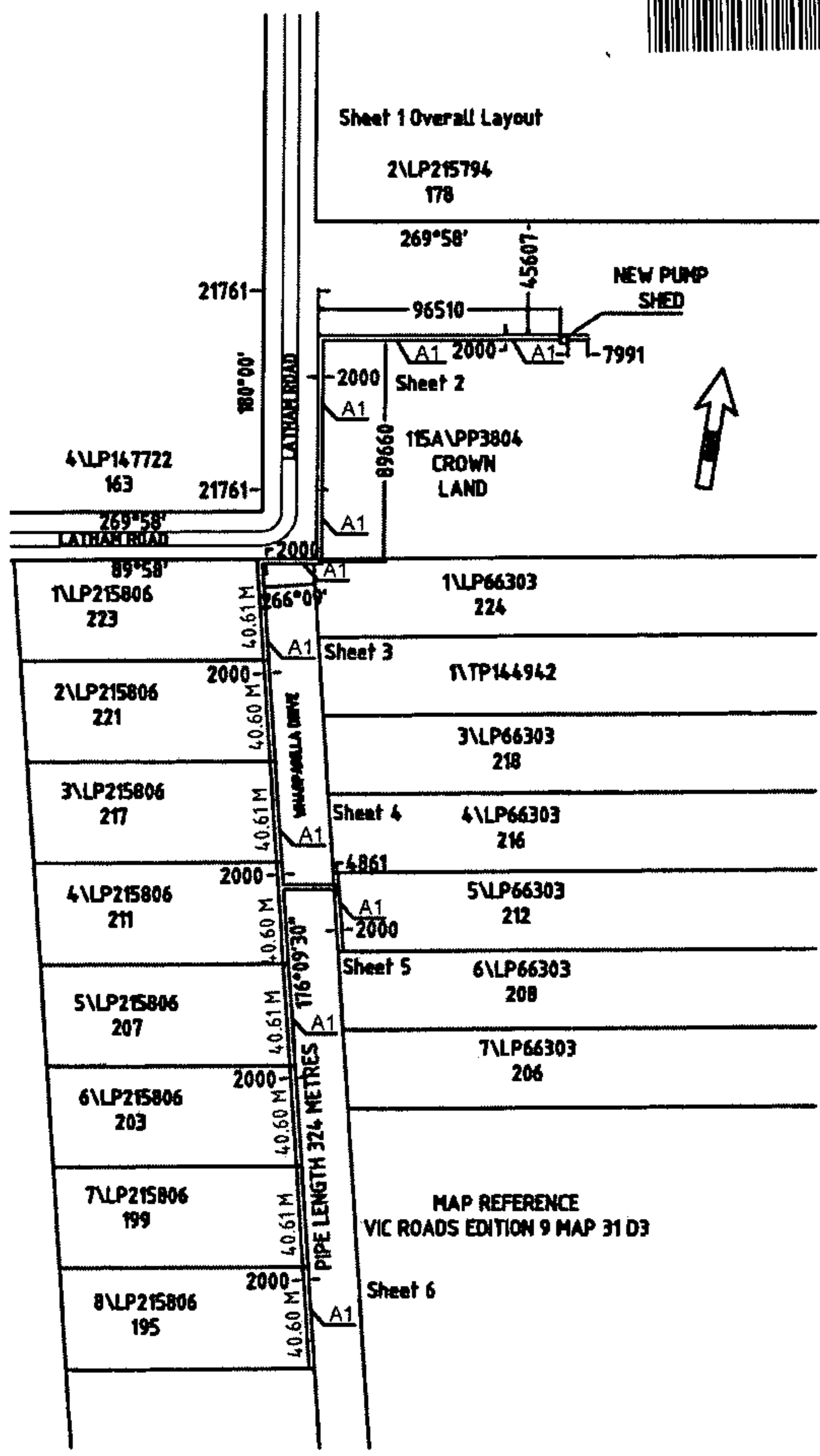


PLAN

(Clause 5.1)

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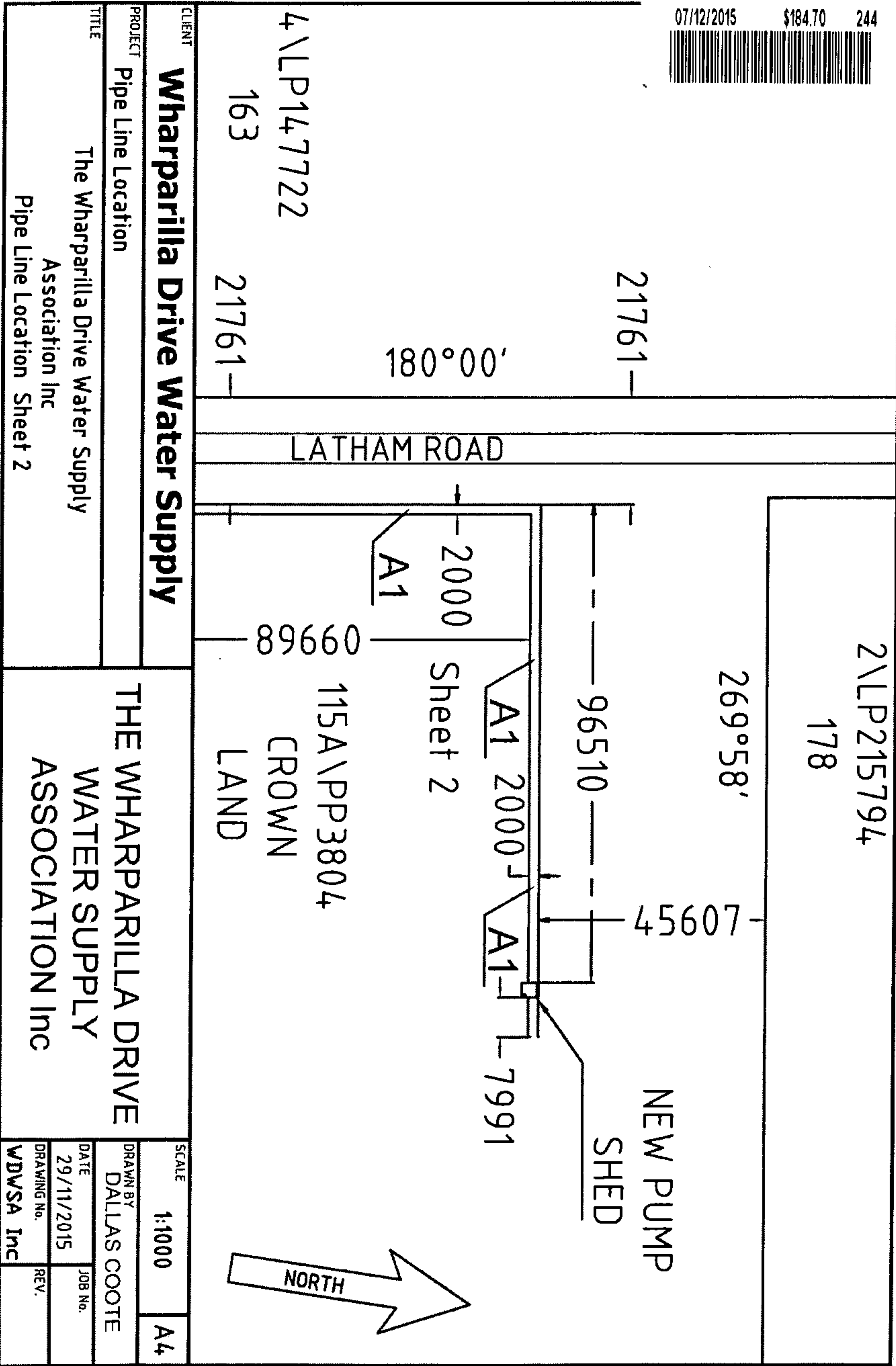


THE WHARPARILLA DRIVE WATER SUPPLY ASSOCIATION Inc

CLIENT	WHARPARILLA DRIVE WATER SUPPLY	SCALE	1:3000	A4
PROJECT	PUMP LINE LOCATION	DRAWN BY	DALLAS COOTE	
TITLE	THE WHARPAILLA DRIVE WATER SUPPLY ASSOCIATION Inc PUMP LINE LOCATION SHEET 1	DATE	27/11/2015	JOB No.
		DRAWING No.	WDWSA Inc	REV.

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Wharparilla Drive Water Supply

CLIENT
 PROJECT
 Pipe Line Location

The Wharparilla Drive Water Supply

Association Inc

Pipe Line Location Sheet 2

THE WHARRPARILLA DRIVE

WATER SUPPLY

ASSOCIATION Inc

SCALE
 1:1000 A4

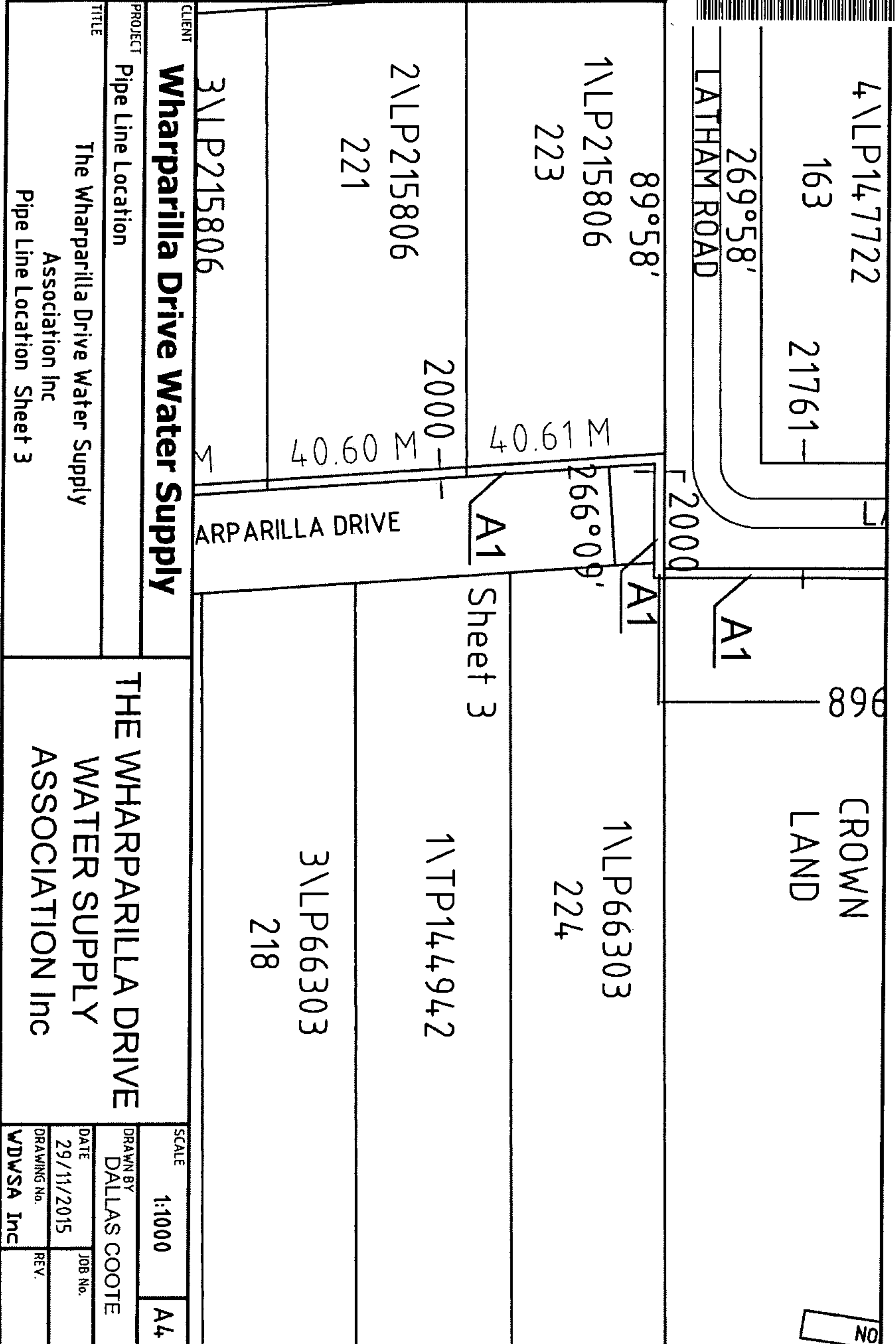
DRAWN BY
 DALLAS COOTE

DATE
 29/11/2015 JOB No.

DRAWING No.
 WDWSA Inc REV.

AM386210G

07/12/2015 \$184.70 244



CLIENT	Wharparilla Drive Water Supply
PROJECT	Pipe Line Location
TITLE	The Wharparilla Drive Water Supply Association Inc Pipe Line Location Sheet 3

THE WHARPARILLA DRIVE WATER SUPPLY ASSOCIATION INC

SCALE	1:1000	A4
DRAWN BY	DALLAS COOTE	
DATE	29/11/2015	JOB No.
DRAWING No.		REV.
VDWSA Inc		

AM386210G

07/12/2015 \$184.70 244



2\LPP215806

221

40.60 M

3\LPP215806

217

40.61 M

4\LPP215806

211

2000 -

40.60 M

5\LPP215806

207

40.61 M

WHARPARILLA DRIVE

A1

176°09'30"

A1

Sheet 4

4\LPP66303

216

3\LPP66303

218

4861

A1
2000

5\LPP66303

212

Sheet 5

6\LPP66303

208

Wharparilla Drive Water Supply

PROJECT
Pipe Line Location

The Wharparilla Drive Water Supply

Association Inc

Pipe Line Location Sheet 4

THE WHARPARILLA DRIVE

WATER SUPPLY

ASSOCIATION INC

SCALE

1:1000

A4

DRAWN BY
DALLAS COOTE

DATE
29/11/2015

JOB No.

DRAWING No.

REV.

WDVSA Inc

AM386210G

07/12/2015 \$184.70 244



		40	
5\LPP215806	207	40.61 M	
6\LPP215806	203	40.60 M	
7\LPP215806	199	40.61 M	
		2000	
		PIPE LENGTH 324 METRES	
		A1	
		176°09'	

Wharparilla Drive Water Supply

CLIENT
PROJECT
Pipe Line Location

The Wharparilla Drive Water Supply

Association Inc

Pipe Line Location Sheet 5

Sheet 5
6\LPP66303
208

Sheet 6
7\LPP66303
206

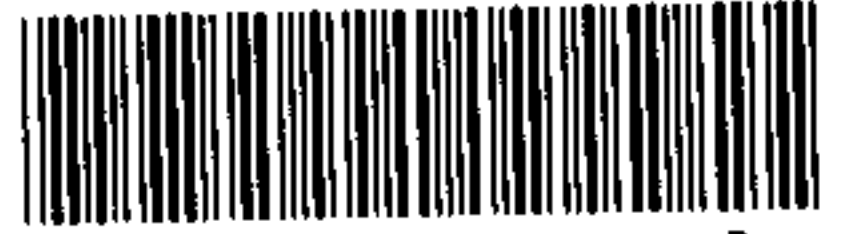
THE WHARPARILLA DRIVE
WATER SUPPLY
ASSOCIATION INC

MAP REFERENCE
VIC ROADS EDITION 9 MAP 31 D3

SCALE	1:1000	A4
DRAWN BY	DALLAS COOTE	
DATE	29/11/2015	JOB No.
DRAWING No.		REV.
WDVSA Inc		

AM386210G

07/12/2015 \$184.70 244



7\LP215806
199

40.61 M

8\LP215806
195

2000 -

40.60 M

PIPE LENGTH

A1

MAP REFERENCE
VIC ROADS EDITION 9 MAP 31 D3

Sheet 6

Wharparilla Drive Water Supply

CLIENT
PROJECT
Pipe Line Location

TITLE
The Wharparilla Drive Water Supply

Association Inc
Pipe Line Location Sheet 6

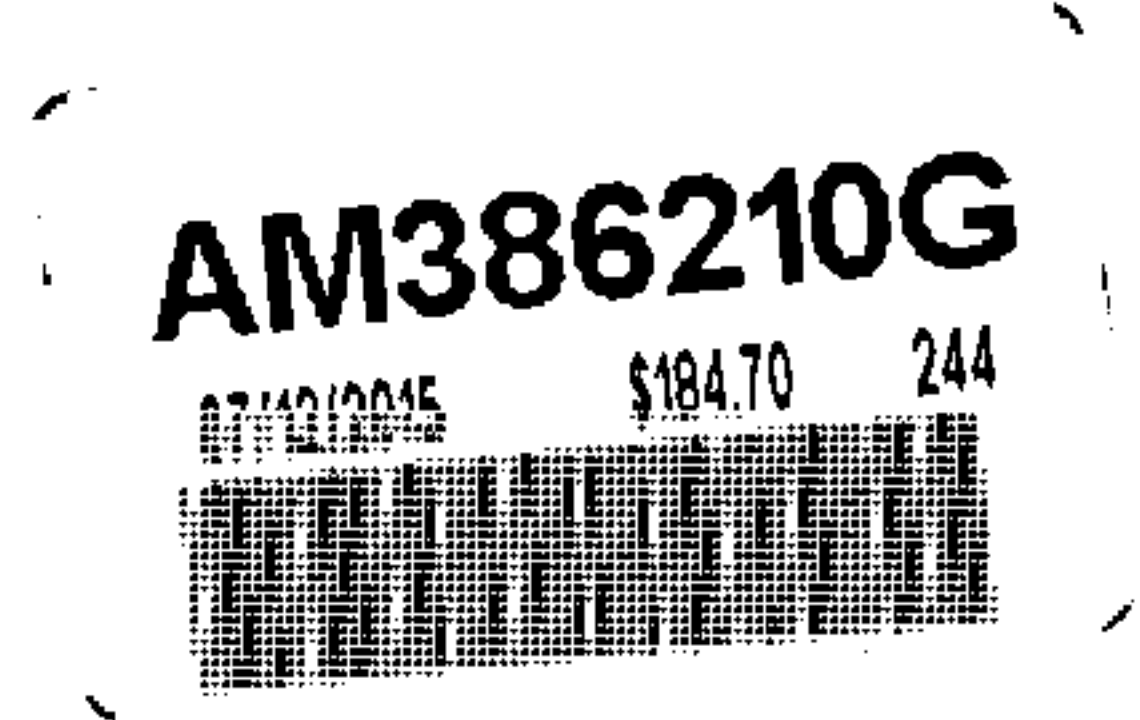
THE WHARPARILLA DRIVE
WATER SUPPLY
ASSOCIATION INC

SCALE
1:1000 A4

DRAWN BY
DALLAS COOTE

DATE
29/11/2015

DRAWING No. REV.
WDWSA Inc



ANNEXURE B

Rights of access by declaration

(Clause 5.3)

- Not applicable

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ANNEXURE C

Consent of Road Authority

(Recital D)

Will be obtained by the Committee if required.

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ANNEXURE D

Consent of Department of Environment, Land, Water & Planning

(Recital E)

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

859706

APPLICANT'S NAME & ADDRESS

SOPHIE DENHAM C/- GX5
DOCKLANDS

VENDOR

WHARPARILLA WEST PTY LTD

PURCHASER

PURPOSES, INFORMATION

REFERENCE

20220398

This certificate is issued for:

LOT A PLAN PS827743 ALSO KNOWN AS LATHAM ROAD ECHUCA
CAMPASPE SHIRE

The land is covered by the:

CAMPASPE PLANNING SCHEME

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

The land:

- is included in a LOW DENSITY RESIDENTIAL ZONE
- and a GENERAL RESIDENTIAL ZONE
- is within a BUSHFIRE MANAGEMENT OVERLAY
- and a DEVELOPMENT PLAN OVERLAY - SCHEDULE 7
- and a SPECIFIC CONTROLS OVERLAY
- and a BUSHFIRE MANAGEMENT OVERLAY - SCHEDULE 1
- and a LAND SUBJECT TO INUNDATION OVERLAY
- and abuts a TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK

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

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

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

20 July 2022

Hon. Richard Wynne MP
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

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

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



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.

From www.planning.vic.gov.au at 25 July 2022 08:11 AM

PROPERTY DETAILS

Lot and Plan Number: **Lot A PS827743**
 Address: **LATHAM ROAD ECHUCA 3564**
 Standard Parcel Identifier (SPI): **A\PS827743**
 Local Government Area (Council): **CAMPASPE**
 Council Property Number: **265 (Part)**
 Planning Scheme: **Campaspe**
 Directory Reference: **Vicroads 31 D3**

www.campaspe.vic.gov.au

[Planning Scheme - Campaspe](#)

This parcel is one of 14 parcels comprising the property. 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**

STATE ELECTORATES

Legislative Council: **NORTHERN VICTORIA**
 Legislative Assembly: **MURRAY PLAINS**

OTHER

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

[View location in VicPlan](#)

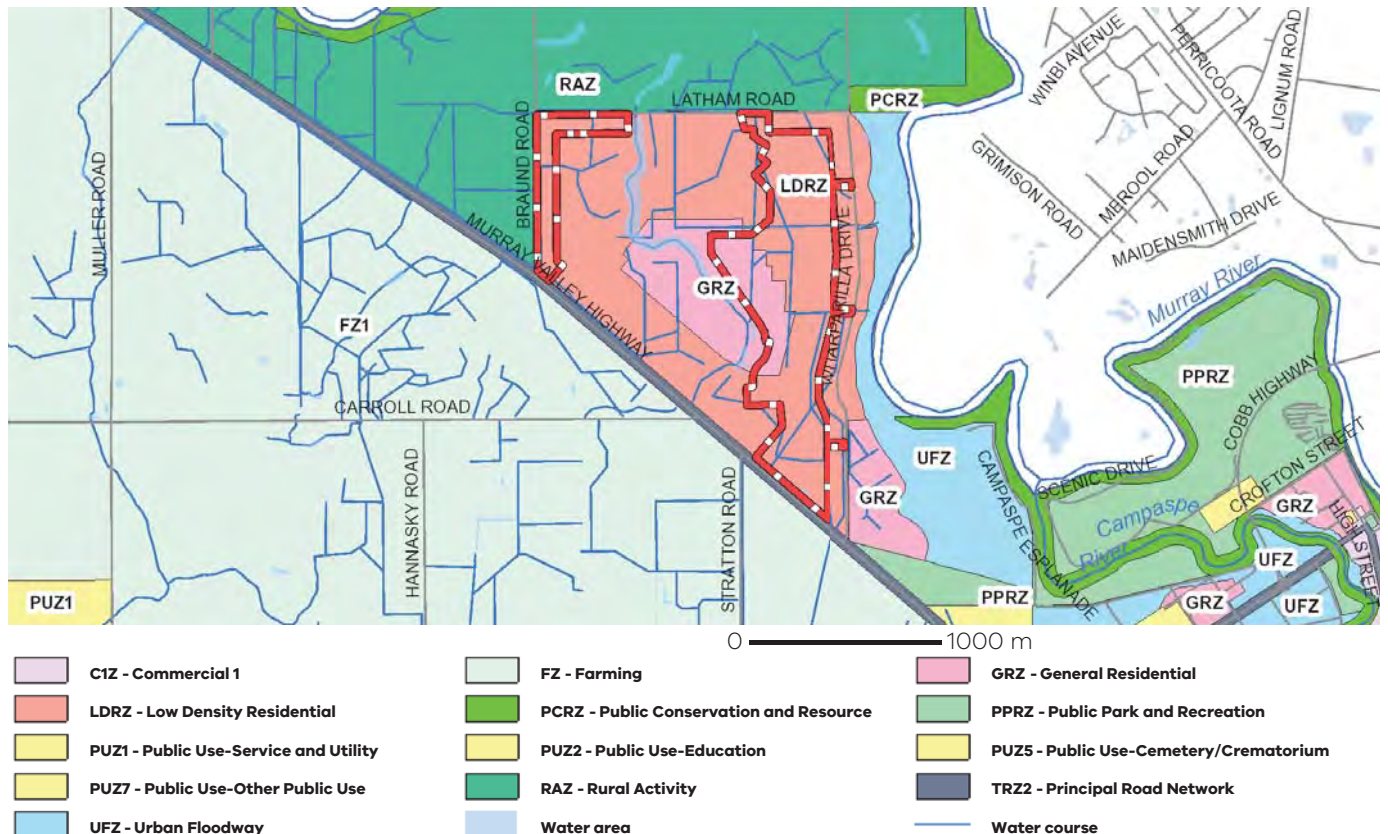
Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

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

[LOW DENSITY RESIDENTIAL ZONE \(LDRZ\)](#)

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



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

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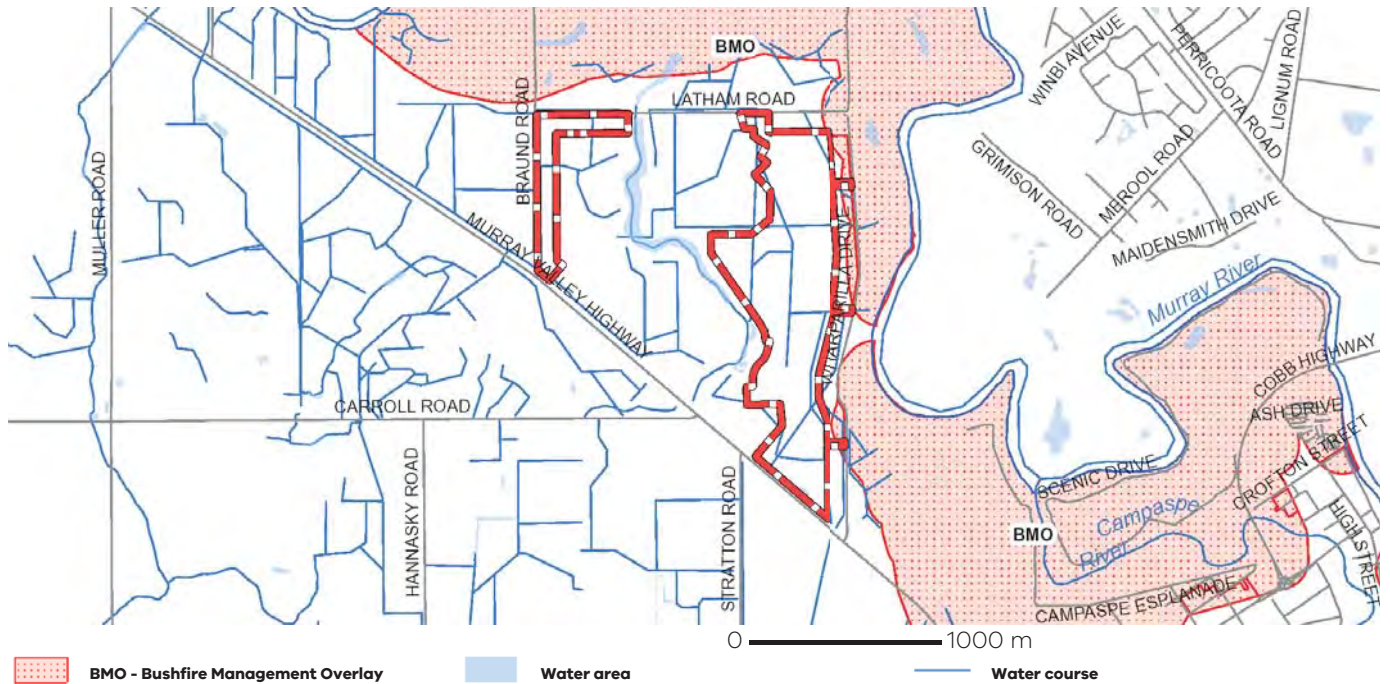
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 Read the full disclaimer at <https://www2.delwp.vic.gov.au/disclaimer>

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

BUSHFIRE MANAGEMENT OVERLAY (BMO)

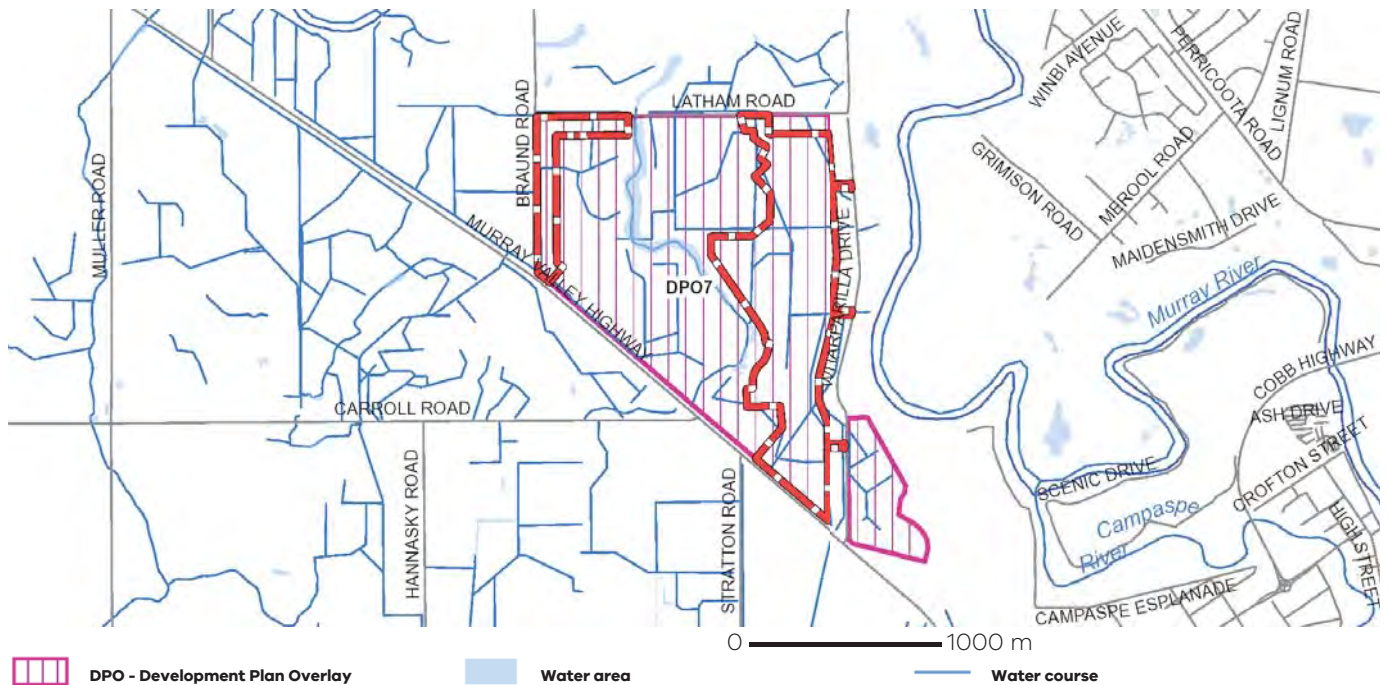
BUSHFIRE MANAGEMENT OVERLAY - SCHEDULE 1 (BMO1)



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

DEVELOPMENT PLAN OVERLAY (DPO)

DEVELOPMENT PLAN OVERLAY - SCHEDULE 7 (DPO7)

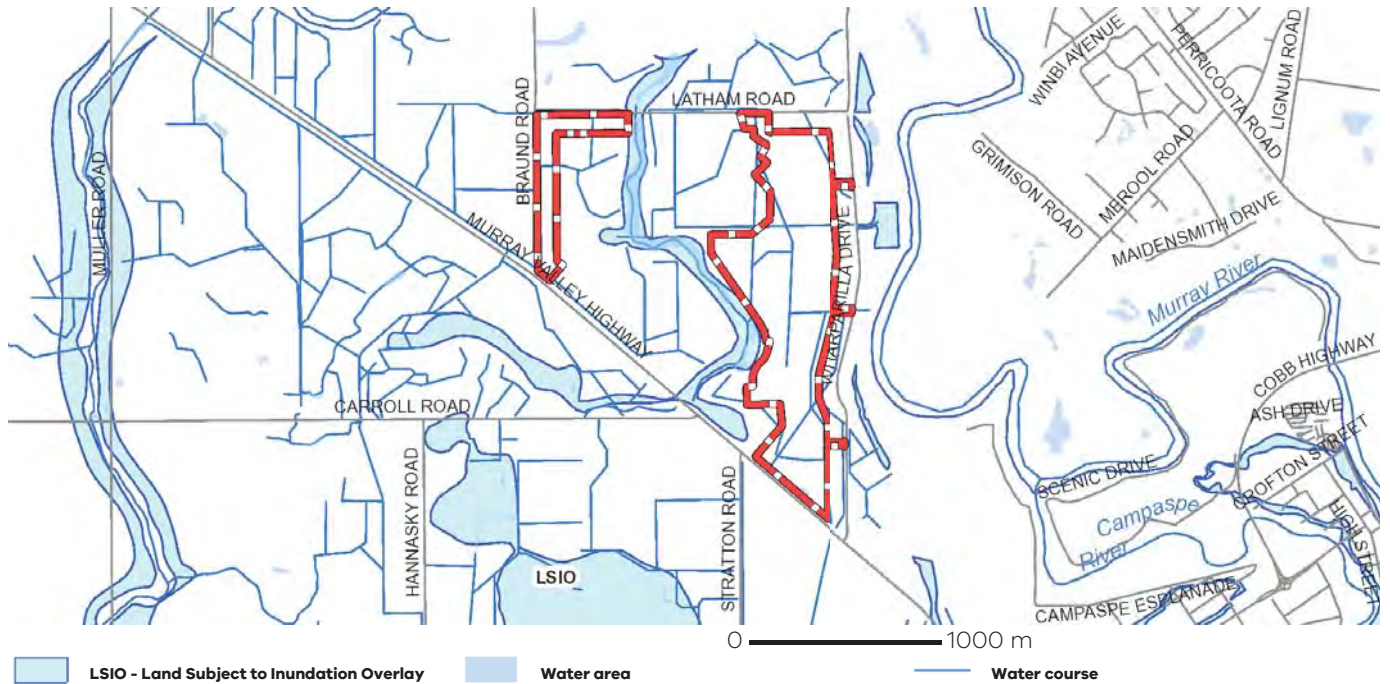


Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

Planning Overlays

LAND SUBJECT TO INUNDATION OVERLAY (LSIO)

LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE (LSIO)

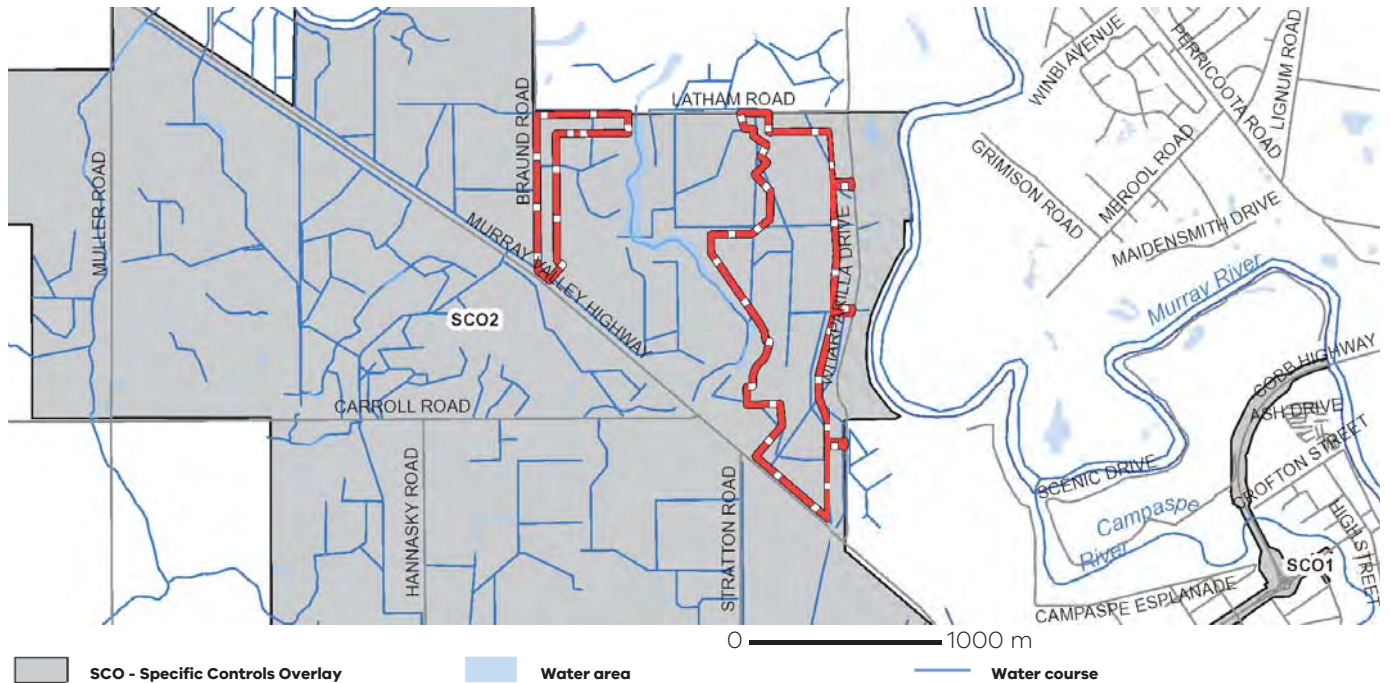


LSIO - Land Subject to Inundation Overlay
 Water area
 Water course

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

SPECIFIC CONTROLS OVERLAY (SCO)

SPECIFIC CONTROLS OVERLAY - SCHEDULE 2 (SCO2)



SCO - Specific Controls Overlay
 Water area
 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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Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

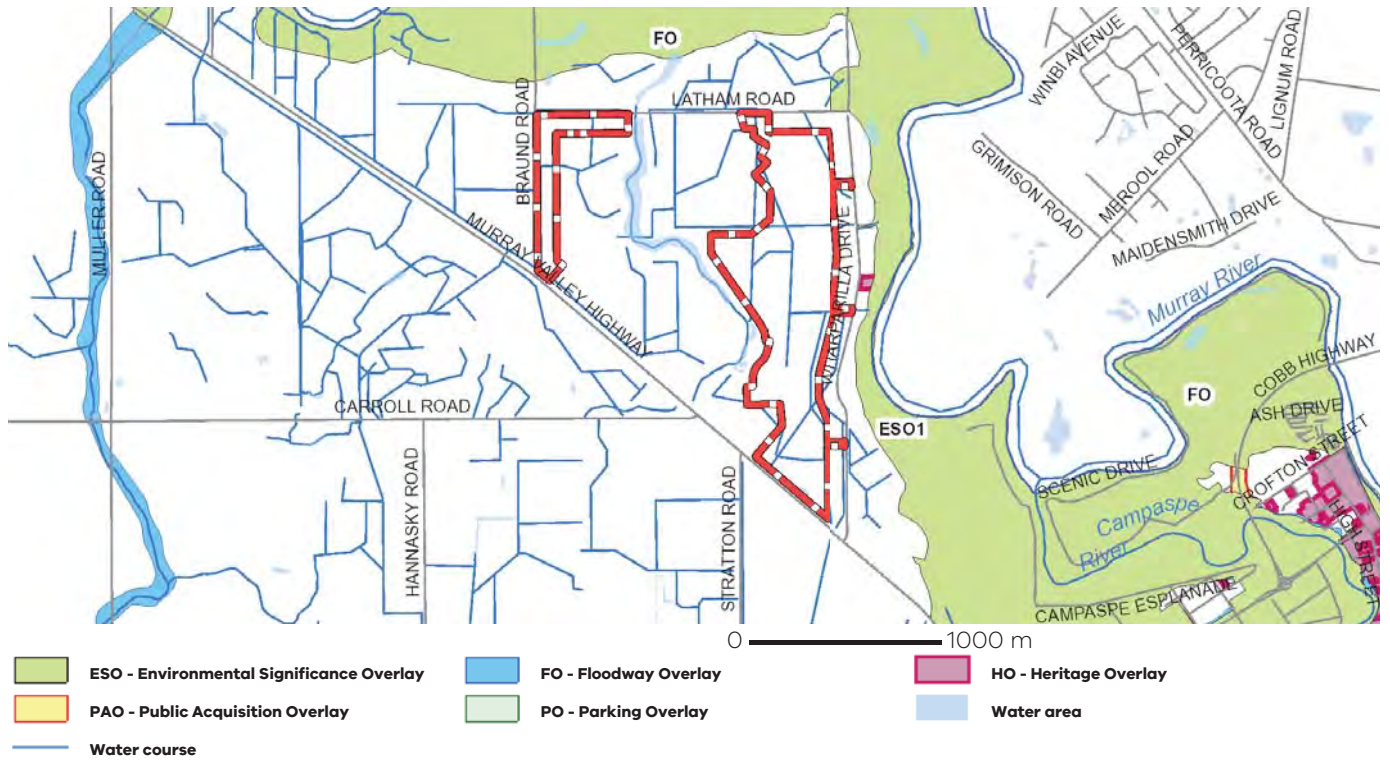
ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

FLOODWAY OVERLAY (FO)

HERITAGE OVERLAY (HO)

PUBLIC ACQUISITION OVERLAY (PAO)

PARKING OVERLAY (PO)



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

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

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

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

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



Further Planning Information

Planning scheme data last updated on 20 July 2022.

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.

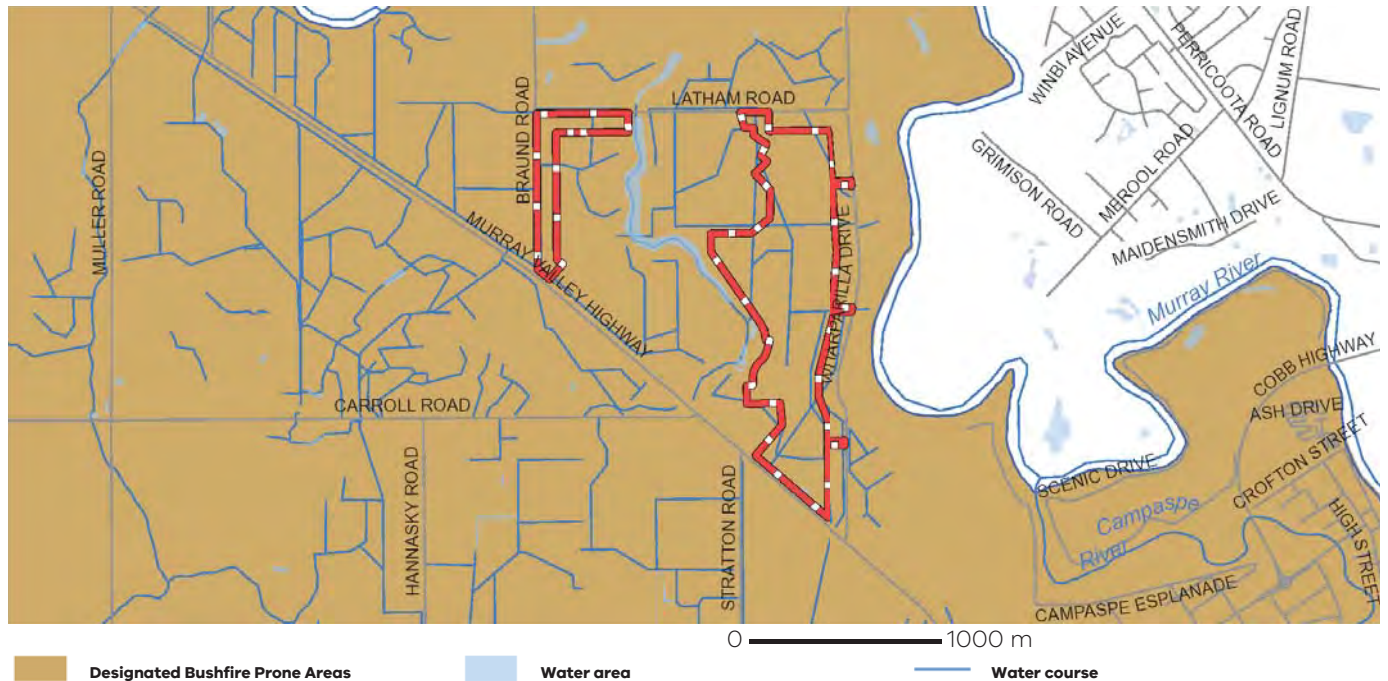
To view planning zones, overlay and heritage information in an interactive format visit

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

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

Designated Bushfire Prone Areas

This parcel 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.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 this 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 \(environment.vic.gov.au\)](https://www.environment.vic.gov.au/) or please contact your relevant council.

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

PROPERTY DETAILS

Lot and Plan Number: **Lot A PS827743**
 Address: **LATHAM ROAD ECHUCA 3564**
 Standard Parcel Identifier (SPI): **A\PS827743**
 Local Government Area (Council): **CAMPASPE**
 Council Property Number: **265 (Part)**
 Directory Reference: **Vicroads 31 D3**

www.campaspe.vic.gov.au

**This parcel 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: 869617 sq. m (86.96 ha)

Perimeter: 8993 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.

182 overlapping dimension labels are not being displayed

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](#)

PARCEL DETAILS

This is 1 parcel of 14 parcels comprising this property. The parcel searched for is marked with an * in the table below

Lot/Plan or Crown Description	SPI		Lot/Plan or Crown Description	SPI
Lot 2 PS548989	2\PS548989		Lot 7 PS827743	7\PS827743
Lot 1 PS827743	1\PS827743		Lot 8 PS827743	8\PS827743
Lot 2 PS827743	2\PS827743		Lot 9 PS827743	9\PS827743
Lot 3 PS827743	3\PS827743		Lot 10 PS827743	10\PS827743
Lot 4 PS827743	4\PS827743		Lot 11 PS827743	11\PS827743
Lot 5 PS827743	5\PS827743		Lot 12 PS827743	12\PS827743
Lot 6 PS827743	6\PS827743	*	Lot A PS827743	A\PS827743

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: **MURRAY PLAINS**

PLANNING INFORMATION

Planning Zone [GENERAL RESIDENTIAL ZONE \(GRZ\)](#)
[SCHEDULE TO THE GENERAL RESIDENTIAL ZONE \(GRZ\)](#)
[LOW DENSITY RESIDENTIAL ZONE \(LDRZ\)](#)
[SCHEDULE TO THE LOW DENSITY RESIDENTIAL ZONE \(LDRZ\)](#)

Planning Overlay [BUSHFIRE MANAGEMENT OVERLAY \(BMO\)](#)
[BUSHFIRE MANAGEMENT OVERLAY - SCHEDULE 1 \(BMO1\)](#)
[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)
[DEVELOPMENT PLAN OVERLAY - SCHEDULE 7 \(DPO7\)](#)
[LAND SUBJECT TO INUNDATION OVERLAY \(LSIO\)](#)
[LAND SUBJECT TO INUNDATION OVERLAY SCHEDULE \(LSIO\)](#)
[SPECIFIC CONTROLS OVERLAY \(SCO\)](#)
[SPECIFIC CONTROLS OVERLAY - SCHEDULE 2 \(SCO2\)](#)

Areas of Aboriginal Cultural Heritage Sensitivity:

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

Planning scheme data last updated on 12 July 2022.

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>

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

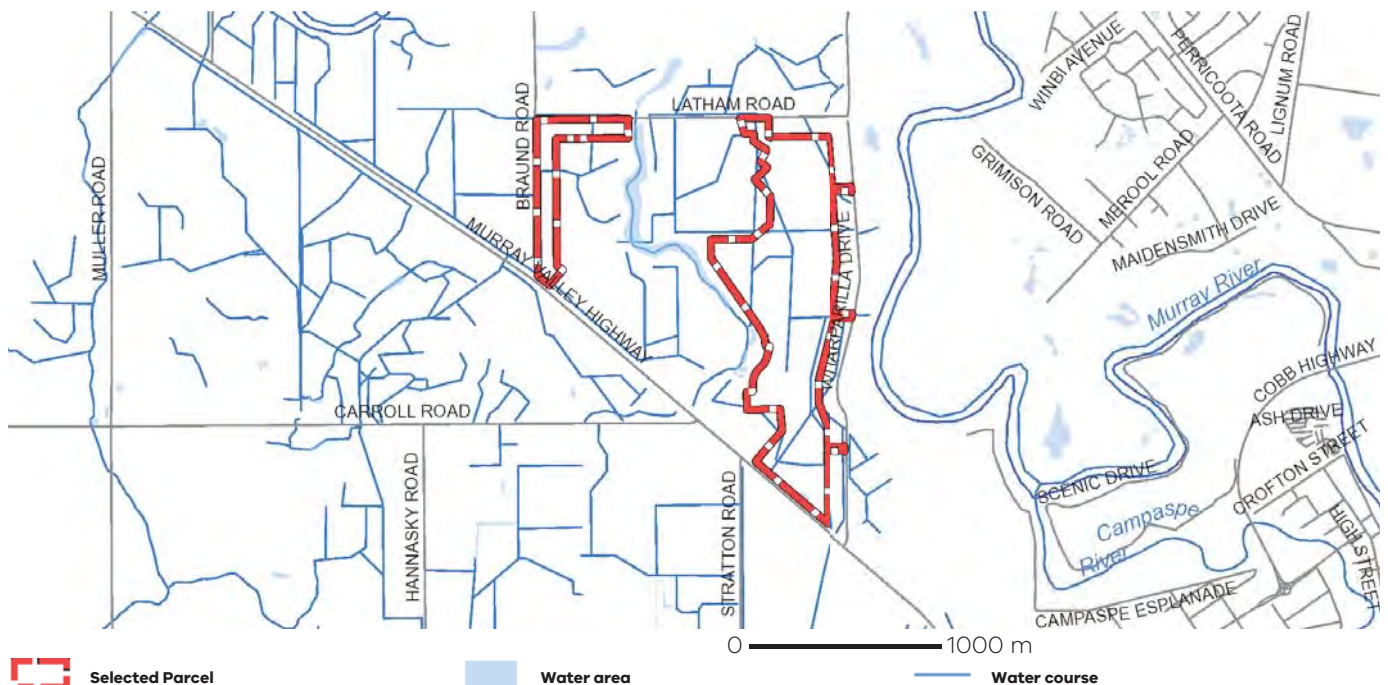
If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

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

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

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

Area Map





LAND INFORMATION CERTIFICATE

Section 325 Local Government Act 2020

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.

21 July 2022

Landata	Bill Code:	102087
Gpo Box 527	Reference No:	010000002658
MELBOURNE VIC 3001	Email Acquisition to:	shire@campaspe.vic.gov.au
Certificate No: CerR/D009362	Your Reference:	65294155-011-5

PROPERTY DETAILS

Property Number: 265
Property Owner/s: Wharparilla West Pty Ltd
Property Address: Murray Valley Highway ECHUCA VIC 3564
Property Description: Lot 2 PS 548989K PSH WHA Lot A PS 827743Q PSH WHA
Lot 1 PS 827743Q PSH WHA Lot 2 PS 827743Q PSH WHA
Lot 3 PS 827743Q PSH WHA Lot 4 PS 827743Q PSH WHA
Lot 5 PS 827743Q PSH WHA Lot 6 PS 827743Q PSH WHA
Lot 7 PS 827743Q PSH WHA Lot 8 PS 827743Q PSH WHA
Lot 9 PS 827743Q PSH WHA Lot 10 PS 827743Q PSH WHA
Lot 11 PS 827743Q PSH WHA Lot 12 PS 827743Q PSH WHA
Land Area: 223.62HA
AVPCC 102 - Vacant In globo Residential Subdivisional Land

VALUATION DETAILS

Site Value: \$13,270,000 **Valuation Date:** 01/01/2022
Capital Improved Value: \$13,280,000
Net Annual Value: \$664,000 **Effective Date:** 01/07/2022
Council utilises the Capital Improved Valuation (C.I.V.) for rating purposes

RATES AND CHARGES DETAILS

Details for financial year ending 30th June 2023:

Rate Category		
Current Municipal Charge	200.00	
Current Farm Rates	39,650.10	
Current Fire Service Levy & Rate	820.84	
Current Rates Year Charges - SUB TOTAL		40,670.94
Current Rates Year Adjustments\Payments	0.00	0.00
Current Rates Year Adjust\Payments - SUB TOTAL		0.00
	0.00	0.00
Scheme Charges		0.00
Scheme Charges - TOTAL	0.00	0.00
TOTAL BALANCE OUTSTANDING	0.00	\$40,670.94

LAND INFORMATION CERTIFICATE
Section 325 Local Government Act 2020

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.

ORDERS:

IS THE LAND:

- | | | |
|-----|---|-----|
| (a) | Liabile to flooding? | Yes |
| (b) | Along with all other land in the Campaspe Shire, designated as likely to be subject to infestation by termites (pursuant to Building Regulations 2006, Regulation 803)? | Yes |
| (c) | Likely to be subject to significant snowfalls? | No |

CULTURAL & RECREATION LAND: There is no potential liability for rates under the Cultural and Recreational Lands Act 1963. The Liability is:

SECTIONS 173, 174A. There is no potential liability for the land to become rateable under Sections 173 or 174A of the Local Government Act 1989. The liability is:

RECREATIONAL PURPOSES: There is no outstanding amount required to be paid for recreational purposes for any transfer of land required to Council for Recreational purposes under Section 18 of the Subdivision of Land Act 1988, or the Local Government Act 1958. The liability is:


OTHER: There are no notices or order on the land that have been served by Council under the Local Government Act 1958, or 1989, or any other act or regulation, or under Local Law of the Council which have a continuing application as at the date of this certificate. The orders are as follows:

RECOVERY OF MONEY OWED TO COUNCIL: There is no outstanding monies owed to Council by a former owner / occupier of any building or land (other than rates or charges or money for personal services carried out by Council). The liability on the present occupier / owner is:

ELECTRICITY INDUSTRY ACT 2000: There is no money owed in relation to the land under section 94(5) of the Electricity Industry Act 2000.

SECTION 181C: There is no environmental upgrade charge in relation to the land which is owed under section 181C of the act.

Should you have any queries regarding this Certificate, please contact Council's rates department on 03 5481 2200 or shire@campaspe.vic.gov.au and quote Certificate reference **CerR/D009362**.

<p>I hereby certify that as at the issue date the information given in this certificate is true and correct disclosure of the rates and other monies and interest payable to the Shire of Campaspe together with any notices or orders referred to in this certificate.</p>	<div style="text-align: center;">  21 July 2022 Authorised Officer Issue Date </div>
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NOTE:

- (1) In accordance with Section 175(1) of the Local Government Act 1989, the purchaser **MUST PAY** all rates and charges outstanding at the time that person become owner of the land. Any rates unpaid after the final date for payment will incur interest at the prescribed rate. The final date for payment is: 15 Feb 2023
- (2) Any structural improvements or alterations to this property may result in the property being revalued. Supplementary valuations may be returned by Councils valuer at any stage during the rating year which may result in additional rates being assessed for part, or all of the rating year.
- (3) The information provided on the land certificate in relation to flooding is based upon the Campaspe Planning Scheme "Land Subject to Inundation Overlay". This control is based upon information provided to Council by the Department of Natural Resources and Environment. Council does not take any responsibility for the accuracy of this information. This information does not include inundation that may occur from urban stormwater systems.



Sophie Denham
 C/- Landata
 GPO Box 527
 Melbourne Vic 3001

Information Statement Issue Date
20/07/2022

Your Reference
65294155-021-4

Information Statement Number
8843

Information Statement

Property Address: Lot A Latham Road, Echuca, Vic, 3564

Owner/s: Wharparilla West Pty Ltd

Title/s:

Lot No	Plan Type	Plan No	Volume	Folio	Crown Allotment	Section	Parish	Municipality
A	PS	827743Q	12385	352			Wharparilla	Shire of Campaspe

Service Availability:

Water Service:

Before water supply is made available, a mains construction is required in accordance with Coliban Water's Land Development Manual. Growth Area New Customer Contribution charges (NCCs) must be paid before water supply will be made available. NCCs are a one-off, upfront charge applied under sections 145(3), 268 and/or 269 of the Water Act 1989 requiring the owner to contribute to the costs of Coliban Water providing existing and incremental infrastructure and services for the supply of water, sewer or recycled water networks (as applicable) to account for the increase in use of these services resulting from additional lots or further development of existing lots. NCCs are based on the number of additional allotments connected (or to be connected) to Coliban Water's water, sewer or recycled water networks. NCCs include standard and, where applicable, non-standard (also known as 'negotiated') NCC charges. Where payment of NCCs has been delayed and/or NCCs remain unpaid, they become a charge on the land, and if not paid before the property is sold, become payable by the person /s who becomes the owner of the property (under sections 274(4A) and 275(1) of the Water Act 1989). Coliban Water requires payment of unpaid NCCs when a property changes ownership and/or an application for connection is made. You can view our current charges and obtain further information relating to NCC's in our Land Development Manual via our website at www.coliban.com.au. The amount quoted for NCC charges is valid until the end of the current financial year. If payment extends beyond end of the current financial year, then new rates applicable for the following financial year will apply.

Sewer Service:

Before sewer supply is made available, a mains construction is required in accordance with Coliban Water's Land Development Manual. Growth Area New Customer Contribution charges (NCCs) must be paid before water supply will be made available. NCCs are a one-off, upfront charge applied under sections 145(3),

268 and/or 269 of the Water Act 1989 requiring the owner to contribute to the costs of Coliban Water providing existing and incremental infrastructure and services for the supply of water, sewer or recycled water networks (as applicable) to account for the increase in use of these services resulting from additional lots or further development of existing lots. NCCs are based on the number of additional allotments connected (or to be connected) to Coliban Water's water, sewer or recycled water networks. NCCs include standard and, where applicable, non-standard (also known as 'negotiated') NCC charges. Where payment of NCCs has been delayed and/or NCCs remain unpaid, they become a charge on the land, and if not paid before the property is sold, become payable by the person /s who becomes the owner of the property (under sections 274(4A) and 275(1) of the Water Act 1989). Coliban Water requires payment of unpaid NCCs when a property changes ownership and/or an application for connection is made. You can view our current charges and obtain further information relating to NCC's in our Land Development Manual via our website at www.coliban.com.au. The amount quoted for NCC charges is valid until the end of the current financial year. If payment extends beyond end of the current financial year, then new rates applicable for the following financial year will apply.

Amount Due: Nil

Comments: Not applicable

Revenue Services

Property Clearance Certificate

Taxation Administration Act 1997



SOPHIE DENHAM

Your Reference:	LD:65294155-008-5.20220398
Certificate No:	56976879
Issue Date:	21 JUL 2022
Enquiries:	MXC15

Land Address: LATHAM ROAD ECHUCA VIC 3564

Land Id	Lot	Plan	Volume	Folio	Tax Payable
32174104	A	827743	12385	352	\$287,620.45

Vendor: WHARPARILLA WEST PTY LTD
Purchaser: INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MILLAR FAMILY TRUST (WEST)	2022	\$9,536,560	\$205,323.40	\$0.00	\$205,323.40

Comments: Land Tax will be payable but is not yet due.

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
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Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
MILLAR FAMILY TRUST (WEST)	2021	\$82,297.05	\$0.00	\$82,297.05

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 IMP VALUE:	\$9,554,829
SITE VALUE:	\$9,536,560
AMOUNT PAYABLE:	\$287,620.45

Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 56976879

Power to issue Certificate

1. The Commissioner of State Revenue can 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. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. 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.

General information

6. 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.
7. 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 = \$194,657.28

Taxable Value = \$9,536,560

Calculated as \$27,975 plus (\$9,536,560 - \$3,000,000) multiplied by 2.550 cents.

Property Clearance Certificate - Payment Options

BPAY




Billers Code: 5249
Ref: 56976879

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 56976879

Visa or Mastercard

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

sro.vic.gov.au/paylandtax



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Sophie Denham
PO Box 378
ECHUCA 3564

Client Reference: 20220398

NO PROPOSALS. As at the 20th July 2022, 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®.

LATHAM ROAD, ECHUCA 3564
SHIRE OF CAMPASPE

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: 20th July 2022

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 65294155 - 65294155144416 '20220398'

PLANNING PERMIT

Permit No: PLN170/2019 (Amended)
 Planning Scheme: Campaspe Planning Scheme
 Responsible Authority: Campaspe Shire Council
 Prop No.: 265

**ADDRESS OF THE LAND**

Land Title:	Volume 10888 Folio 914 and Volume 8558 Folio 683
Land Address:	Murray Valley Highway ECHUCA VIC 3564

THE PERMIT ALLOWS

Staged Subdivision of the Land into 173 Lots and in the Low Density Residential Zone and General Residential Zone, Bushfire Management Overlay, Land Subject to Inundation Overlay and alteration of a Road Zone Category 1 pursuant to Clause 52.29 and Removal of Native Vegetation pursuant to Clause 52.17
--

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT

Conditions 1 to 31 (inclusive)

1. Layout not altered

Layout of the site and the size of the proposed subdivision and works, as shown on endorsed plans must not be altered or modified (whether or not to comply with any statute, statutory rule or regulations or local law or for any other reason), without written consent of the Responsible Authority.

2. Staging

The subdivision must proceed in the order of stages as shown on the endorsed plan unless otherwise agreed to in writing by the Responsible Authority.

3. Landscape Maintenance

Prior to certification under the *Subdivision Act 1988* for each stage, a Street Tree / Landscape Plan must be submitted to and approved by the responsible authority. The Landscape Plan must be generally in accordance with the *Wharparilla Drive West, Murray Valley Highway, Echuca West Landscape Master Plan dated 10 August 2018* and must show street trees and for any stage containing an area of open space - a schedule of all proposed trees, shrubs and ground cover and any areas covered by grass, lawn or other surface materials, and irrigation (where provided).

Before the issue of a statement of compliance for each stage, or by such later date as approved in writing by the Responsible Authority, the street trees and landscaping must be carried out and completed to the satisfaction of the Responsible Authority.

The landscaping shown on the endorsed plans must be maintained to the satisfaction of the Responsible Authority at the cost of the developer, including the replacement of any dead, diseased or damaged plants in accordance with the requirements of the Infrastructure Design Manual.

Date Issued: 20 July 2020

Signature for the Responsible Authority: *Ally Wilkie*

ALLY WILKIE
PLANNING TEAM LEADER

PLANNING PERMIT

Permit No: PLN170/2019 (Amended)
 Planning Scheme: Campaspe Planning Scheme
 Responsible Authority: Campaspe Shire Council
 Prop No.: 265

**4. Design Guidelines**

Prior to certification under the *Subdivision Act 1988* for any stage containing lots in the General Residential Zone, Design Guidelines must be submitted to and endorsed by the Responsible Authority. When endorsed, the Design Guidelines will apply to all lots in the General Residential Zone and must include the following information to the satisfaction of the Responsible Authority:

- a) Fencing details for boundaries of lots abutting open spaces and reserves that must be open and visually permeable to ensure that passive surveillance from dwellings to open spaces can be achieved.
- b) No shed or other solid structure to be built on or within 3 metres of a boundary that abuts an open space or reserve
- c) Guidelines for front, side and rear boundary fencing that seeks to achieve an open streetscape and visual amenity for the neighbourhood with a consistent theme.

5. Agreement under Section 173 of the Planning and Environment Act 1987

Prior to the issue of a Statement of Compliance under the *Subdivision Act 1988*, the owner of the land must enter into an agreement with the responsible authority, pursuant to Section 173 of the *Planning and Environment Act 1987*.

For lots in the Low Density Residential Zone, the agreement must provide that:

- a) Buildings on allotments fronting Latham and Braund Road must be setback a minimum of 18m from the front boundary and 3m from side and rear boundaries of any lot and/or for any corner lot 10m from the boundary abutting a side road.
- b) On all other allotments in the Low Density Residential Zone, buildings must be setback at least 10m from the front boundary and/or 6m fronting onto a side road and 3m for other side and rear boundaries.
- c) Boundary fencing must have a maximum height of 1.2m and be post and wire in design unless otherwise agreed in writing by the Responsible Authority.

For lots in the General Residential Zone, the agreement must provide that:

- d) Buildings on allotments in the General Residential Zone, must be setback at least 10m from the front boundary and/or 6m fronting onto a side road.

Fencing must be in accordance with the Design Guidelines as endorsed by the Responsible Authority, unless otherwise agreed in writing by the Responsible Authority.

For lots 1 & 84 (or as otherwise renumbered), the agreement must provide that:

- e) In relation to the Bushfire Management Overlay the agreement has been prepared for the purpose of an exemption from a planning permit under Clause 44.06-2 of the Campaspe Planning Scheme; and
 - I. Incorporate the plan prepared in accordance with Clause 53.02-4. of this planning scheme and approved under this permit;
 - II. 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.

Date Issued: 20 July 2020

Signature for the Responsible Authority: *Ally Wilkie*

ALLY WILKIE
PLANNING TEAM LEADER

PLANNING PERMIT

Permit No: PLN170/2019 (Amended)
 Planning Scheme: Campaspe Planning Scheme
 Responsible Authority: Campaspe Shire Council
 Prop No.: 265



- f) Native vegetation on lots are to be retained unless with the consent of the Responsible Authority. Tree Protection Zones must be adhered to for all buildings on lots containing native vegetation.

The Section 173 agreement is to be prepared by the Responsible Authority. The Responsible Authority will undertake to have the agreement prepared upon receiving a written request from the owner. All costs associated with the preparation, execution and registration of the agreement must be borne by the applicant / owner and paid prior to the execution and registration of the agreement.

6. Water supply for landscaped reserves

Prior to certification of Stage 14 details in relation a supply pipeline including location, details of the pump, etc. as required, associated with the hand over must be submitted and agreed to the satisfaction of the Responsible Authority.

Prior to statement of compliance the following must be carried out and/or transferred to the Responsible Authority in the following stage order;

- a) Supply pipeline constructed to Reserve segment 2 in stage 14;
- b) Irrigation system for irrigated lawn constructed in stage 16;
- c) 10ML (9ML for wetland & 1ML for irrigation) to be transferred including all relevant infrastructure to the Responsible Authority prior to the issuing of Statement of Compliance of stage 16 unless with the written consent of the Responsible Authority.

All to the satisfaction of the Responsible Authority.

7. Construction Phase

- a) Soil erosion control measures must be employed throughout the construction stage of the development to the satisfaction of the Responsible Authority.
- b) Before the development starts, a construction management plan shall be submitted to and approved by the Responsible Authority. The plan must outline how issues such as mud on roads, dust generation and erosion and sediment control will be managed, on site, during the construction phase.
- c) Details of a contact person/site manger must also be provided, so that this person can be easily contacted should any issues arise.
- d) Management measures are to be in accordance with EPA guidelines for Environment Management, "Doing It Right On Subdivisions" Publication 960, September 2004.

8. Traffic Impact Assessment Report works

Before the Statement of Compliance is issued under the Subdivision Act 1988, the applicant or owner must construct any traffic management works identified in the Traffic Impact Assessment Report by TTM Consulting dated 29 November 2018 (or as amended) and in accordance with the requirements of Regional Roads Victoria (RRV) for each stage to the satisfaction of Council. The cost of such works shall be fully met by the applicant.

Date Issued: 20 July 2020

Signature for the Responsible
 Authority:

Ally Wilkie

ALLY WILKIE
PLANNING TEAM LEADER

PLANNING PERMIT

Permit No: PLN170/2019 (Amended)
 Planning Scheme: Campaspe Planning Scheme
 Responsible Authority: Campaspe Shire Council
 Prop No.: 265

**9. Arborist Report**

Prior to statement of compliance issued under the Subdivision Act 1988, of any stage that contains native vegetation that is to be retained, an arborist report prepared by a suitably qualified consultant must be submitted at the cost of the developer. The recommendations in relation to any lopping or further remedial works required to any tree must be carried out at the cost of the developer to the satisfaction of the responsible authority prior to the issuing of the statement of compliance.

10. Bulk Earthworks

Should the permit holder decide to undertake bulk earthworks before approval of detailed construction plans as required prior to commencement of road, drainage and landscaping works and prior to the Certification of the Plan of Subdivision, the following plans must be submitted and approved by the responsible authority before bulk earthworks commence:

- a) Area of land where earthworks are to be carried out, including areas for excavation and areas for placement of fill;
- b) Finished surface levels for earthworks, showing how the land will be free draining;
- c) Method for stabilisation of new earthworks to prevent dust emissions and offsite transportation of silt or eroded material.
- d) All works must be carried out in accordance with the endorsed plans, to the satisfaction of the responsible authority.

All to the satisfaction of the Responsible Authority.

11. Shared path

Prior to Certification of Stage 12, a plan must be submitted to the Responsible Authority drawn to scale and dimensioned showing the following;

- a) A 2.5m wide shared path connection between the court bowl head and Wharparilla Drive intersection.
- b) The shared path is to continue along the north side of the Murray Valley Highway (as close as practical to the northern edge of the road reserve) to connect to the existing path network in Mount Terrick Road.
- c) The paths are to be surfaced with granitic sand/crushed rock or similar materials at the cost of the developer.
- d) All approvals from any relevant authority e.g. Department of Environment Land Water and Planning and Head, Department of Transport for the location of the shared path must be obtained by the permit holder.

The works must be carried out in accordance with the plan prior to the issuing of statement of compliance for Stage 12.

Date Issued: 20 July 2020

Signature for the Responsible Authority: *Ally Wilkie*

ALLY WILKIE
PLANNING TEAM LEADER

PLANNING PERMIT

Permit No: PLN170/2019 (Amended)
 Planning Scheme: Campaspe Planning Scheme
 Responsible Authority: Campaspe Shire Council
 Prop No.: 265

**12. Rural Vehicle Crossings**

Prior to statement of compliance vehicular crossings shall be constructed in accordance with the endorsed plans to the satisfaction of the Responsible Authority, and shall comply with the following:

Low density residential zone

- a) To be constructed at a location and of a size and standard satisfactory to the Responsible Authority. The vehicle crossing(s) must be constructed at the applicant's expense to provide ingress and egress to the site to the satisfaction of the Responsible Authority.
- b) The culvert within the crossover must be no less than 4.9 metres in length and include a pipe of a diameter suitable to accommodate the actual volume/flow (having a minimum diameter of 300 mm). Vehicle crossings shall be installed with trafficable end walls (where appropriate, refer VicRoads standard drawing SD 1991) or in accordance with IDM standard drawing SD 255 or SD 260 (as appropriate). The final location of the crossing is to be approved by the responsible authority.
- c) All bridges and crossings shall be designed to carry a vehicle weighing at least 15 tonnes.

General Residential Zone

- a) standard vehicular crossings shall be constructed at right angles to the road to suit the proposed driveways, and any existing redundant crossing shall be removed and replaced with concrete (kerb and channel)
- b) any proposed vehicular crossing shall have satisfactory clearance to any side-entry pit, power or Telecommunications pole, manhole cover or marker, or street tree. Any relocation, alteration or replacement required shall be in accordance with the requirements of the relevant Authority and shall be at the applicant's expense;
- c) crossings shall be at least 9 metres apart.
- d) Shall comply with IDM standard drawing SD 240

13. Latham Road drainage

The table drain along Latham Road shall be constructed with a cross section and batter slopes to the satisfaction of Council that allows for ongoing maintenance (mowing) of the drains whilst achieving the design flows detailed in the Stormwater Management Plan Rev-D dated 7 March 2016. If required the road reserve along Latham Road may require widening or a suitable easement to accommodate drainage and must be to the satisfaction of the Responsible Authority and at the cost of the developer.

14. Drainage Discharge Plan

Before the plan of subdivision is certified under the Subdivision Act 1988, a properly prepared drainage discharge plan with computations 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) must be provided. The information submitted must show the details listed in the council's Infrastructure Design Manual and the Stormwater Management Plan Rev-D dated 7 March 2016) be designed in accordance with the requirements of that manual and approved storm water management plan:

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The information and plan must include:

- a) Details of how the works on the land are to be drained and/or retarded.
- b) Computations including total energy line and hydraulic grade line for the existing and proposed drainage as directed by Responsible Authority
- c) Independent drainage for each lot
- d) Underground pipe drains conveying storm water to the legal point of discharge for each allotment.
- e) Measures to enhance storm water discharge quality from the site and protect downstream waterways including the expected discharge quality emanating from the development (output from MUSIC or similar) and design calculation summaries of the treatment elements;
- f) A maximum discharge rate from the site is to be determined by computation to the satisfaction of Council.
- g) Documentation demonstrating approval from the relevant authority for the legal point of discharge.
- h) The provision of gross pollutant and/or litter traps installed at the drainage outfall of the development to ensure that no effluent or polluted water of any type may be allowed to enter the Council's storm water drainage system and or natural drainage system.
- i) The details of the incorporation of water sensitive urban design designed in accordance either "Urban Storm water Best Practice Environmental Management Guidelines" 1999.
- j) Maintenance schedules for treatment elements.

Before issue of a Statement of Compliance for each stage all works constructed or carried out must be in accordance with those plans to the satisfaction of the Responsible Authority.

15. Detailed Construction Plans

Before any road, drainage or landscaping works associated with subdivision start, detailed construction plans must be submitted in accordance with the Infrastructure Design Manual, including endorsed storm water management plan and endorsed Traffic Impact assessment Report 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 include:

- a) fully sealed pavement
- b) footpaths and/or shared pedestrian/bicycle paths
- c) Driveway crossings
- d) underground storm water drainage;
- e) rural drainage
- f) raw water irrigation for drainage reserves, public open space
- g) landscaping for all reserves and associated easements
- h) Standard LED street lighting
- i) street trees;
- k) underground conduits for water, gas, electricity, telephone; NBN
- m) traffic calming, appropriate intersection and traffic control/mitigation measures;

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- n) appropriate street signage;
- o) high stability permanent survey marks;
- p) bus stops;
- q) services;

All works constructed or carried out must be in accordance with those plans.

Before Statement of Compliance is issued under the Subdivision Act 1988, the applicant or owner must construct road works, drainage and other civil works, in accordance with plans and specifications approved and endorsed by the Responsible Authority.

16. Supervision Fees

Prior to issue of statement of compliance Payment to the Responsible Authority of an amount up to 2.5% of the actual cost of work, being for costs of the Responsible Authority supervision of the works, as determined by the Responsible Authority;

17. Plan Checking Fee

Prior to issue of statement of compliance Payment to the Responsible Authority of a engineering design checking fee of an amount up to 0.75% of the value of documented works.

18. As Constructed Plans

Prior to the issue of Statement of Compliance, the applicant or developer shall submit to the satisfaction of the relevant authority the following:

- a) An assets statement for each street and reserve or easement;
- b) As constructed information for the entire work in each development stage detailing information as listed in the council's Infrastructure Design Manual;
- c) A certified plan showing the extent and depth of fill in excess of 300 mm placed on any of the allotments;
- d) As constructed information shall be provided in A spec format and in addition Auto Cad plans to Council's satisfaction.

To the satisfaction of the Responsible Authority.

19. Twelve month Guarantee of works Bond

Prior to the issue of statement of compliance the applicant or developer shall submit a guarantee of works bond to be refunded after 12 months and final inspection following issue of statement of compliance to the value of 5% of the value of the works.

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**20. Council's Assets**

Before the subdivision works commences, the owner or developer must submit to the Responsible Authority a written report and photos of any prior damage to public infrastructure. Listed in the report must be the condition of kerb & channel, footpath, seal, street lights, signs and other public infrastructure fronting the property and abutting at least two properties either side of the development. Unless identified with the written report, any damage to infrastructure post construction will be attributed to the development. The owner or developer of the subject land must pay for any damage caused to the Councils assets/Public infrastructure caused as a result of the development or use permitted by this permit.

21. Carriageway easement for Temporary turning.

Where each constructed street abuts undeveloped land (future stage) a temporary turning area constructed with all-weather surface will be provided with in a carriageway easement in favour of the Campaspe Shire Council to provide for turning path for a garbage truck to the satisfaction of the responsible Authority at full cost to the developer.

22. Access Street link to Wharparilla Drive.

Prior to certification of Stage 9 details in relation to the access street connected to Wharparilla Drive and any associated traffic calming mitigation measures to ensure no adverse impact on traffic safety in Wharparilla Drive must be submitted to and approved by the Responsible Authority. These measures should also include intersection street lighting to the satisfaction of the Responsible Authority. Prior to statement of compliance the approved works must be carried out to the satisfaction of the Responsible Authority.

23. Cultural Heritage Management Plan

All works must be carried out in accordance with recommendations of the approved Cultural Heritage Management Plan (16919).

24. Department of Environment, Land, Water and Planning**Notification of permit conditions**

- a) Before works start, the permit holder must advise all persons undertaking the vegetation removal works on site of all permit conditions pertaining to native vegetation protection.

Protection of native vegetation to be retained

- b) Before works start, a native vegetation protection fence must be erected around all native vegetation to be retained within 15 metres of the works area. This fence must be erected at:
- I. A radius of 12 times the diameter of the tree trunk at a height of 1.4 metres to a maximum of 15 metres but no less than 2 metres from the base of the trunk of the tree; and
 - II. Around the patch(es) of native vegetation at a minimum distance of 2 metres from retained native vegetation.

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- III. The fence must be constructed of star pickets and paraweb or similar, to the satisfaction of the responsible authority and the Department of Environment, Land, Water and Planning. The protection fence must remain in place until all works are completed to the satisfaction of the department.
- c) Except with the written consent of the department, within the area of native vegetation to be retained and any tree protection zone associated with the permitted use and/or development, the following is prohibited:
- I. vehicular or pedestrian access;
 - II. trenching or soil excavation;
 - III. storage or dumping of any soils, materials, equipment, vehicles, machinery or waste products;
 - IV. construction of entry and exit pits for underground services; or
 - V. any other actions or activities that may result in adverse impacts to retained native vegetation.

Native vegetation offsets

The total area of native vegetation permitted to be removed is 8.119 hectares, comprised of patches of native vegetation with a total area of 7.852 hectares; and four large scattered trees

- d) To offset the removal of 8.119 hectares of native vegetation the permit holder must secure a native vegetation offset(s) that meets all the following:
- I. A general offset of 1.462 general habitat units located within the North Central Catchment Management Authority boundary or Campaspe municipal district;
 - have a Strategic Biodiversity Value score of at least 0.100.
 - provide protection for at least four (4) large trees
 - must be in accordance with the Guidelines for the removal, destruction or lopping of native vegetation (DELWP, 2017).

Offset evidence

- e) Before any native vegetation is removed, evidence that the required offset for the project has been secured must be provided to the satisfaction of the responsible authority. This evidence must be:
- I. an established first party offset site. This must include: o a security agreement signed by both parties, and
 - II. A management plan detailing the 10-year management actions and ongoing management of the site;
- to the satisfaction of the Department of Environment, Land, Water and Planning and approved by the Responsible Authority.
- f) Every year, for ten years, after the responsible authority has approved the offset management plan, the applicant must provide notification of the management actions undertaken towards implementing the offset management plan, to the department. An offset site condition statement, including photographs must be included in this notification; and/or
- I. credit extract(s) allocated to meet the requirements of the permit from the Native Vegetation Credit Register.

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- II. A copy of the offset evidence must be endorsed by the responsible authority and form part of this permit.
- III. Within 30 days of endorsement of the offset evidence by the responsible authority, the permit holder must provide a copy of the endorsed offset evidence to the Department of Environment, Land, Water and Planning at loddonmallee.planning@delwp.vic.gov.au

25. Goulburn Murray Water

- a) All works within the subdivision must be done in accordance with EPA Publication 960 "Doing It Right on Subdivisions, Temporary Environmental Protection Measures for Subdivision Construction Sites", September 2004.
- b) Each lot must be provided with connection to the reticulated sewerage system in accordance with the requirements of Coliban Water.
- c) All stormwater discharged from the site must meet the urban run-off objectives and Standard C25 as specified in Clause 56.07-4 of the Victorian Planning Provisions. All infrastructure and works to manage stormwater must be in accordance with the requirements of the Responsible Authority.
- d) Prior to Statement of Compliance for subdivision of property holding delivery shares the applicant must either:
 - I. make application to Goulburn Murray Water pursuant to sections 224 and 229 of the Water Act 1989 to: terminate or transfer the delivery shares in relation to the property; make a declaration that the property cease to be a serviced property (to effect excision from the district); or alternatively
 - II. demonstrate to Goulburn Murray Water reasonable satisfaction the means by which a Goulburn Murray Water water supply will be metered and delivered to the lots created by the subdivision, bearing in mind requirements for water use licences and annual use limits.
 - III. Should water supply be required to the new lot(s) created by subdivision, the Plan of Subdivision submitted for Certification must show appropriate water supply easement(s).
 - IV. Any Plan of Subdivision lodged for certification must be referred to Goulburn-Murray Rural Water Corporation pursuant to Section 8(1)(a) of the Subdivision Act.

26. Country Fire Authority

The Bushfire Management Plan (Appendix 3 in the Bushfire Management Statement (Version 2) prepared by Practical Ecology, dated 6 November 2019) must be endorsed to form part of the permit, be included as an annexure to the Section 173 Agreement and must not be altered unless otherwise agreed in writing by the CFA and the Responsible Authority.

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**27. North Central Catchment Management Authority**

- a) Unless otherwise agreed in writing with the Responsible Authority and the North Central CMA, the development must be undertaken in accordance with the Storm Water Management Plan Revision D (Stormy Water Solutions 2016).
- b) All new allotments must be no lower than the post development scenario 1% AEP flood level(s) in accordance with the Storm Water Management Plan Revision D (Stormy Water Solutions, 2016) or subsequent approved detailed design. Prior to issuing a statement of compliance a certified survey plan of the finished surface levels prepared by a licensed surveyor must be submitted to the responsible authority and North Central CMA for its approval.
- c) Prior to certification a suitable restriction is to be placed on the title of all lots less than 300mm above the applicable 1% AEP flood level which specifies the minimum floor level of any new dwelling(s) on these allotments. The minimum floor level must be no lower than 300mm above the applicable 1% AEP flood level(s).
- d) Prior to the commencement of works detailed engineering plans and computations must be submitted to North Central CMA and the Responsible Authority demonstrating that any flow along the road achieves the following safety criteria:
 - I. Depth \leq 0.35 metres; and
 - II. Velocity \leq 1.5 metres/second; and
 - III. Depth x Velocity \leq 0.35 metres²/second
- e) Prior to issuing a statement of compliance a certified survey plan of the finished road surface levels prepared by a licensed surveyor must be submitted to the responsible authority and North Central CMA for its approval.
- f) Unless otherwise agreed in writing with the Responsible Authority and the North Central CMA, the proposed development must not reduce the available flood storage on the site. A cut and fill balance ratio of 1.3:1 must be achieved for land within the flood prone area of the site. That is, the volume of cut shall exceed the fill below the 1% AEP flood level by 30%. Any proposed cut must be self-draining. Prior to the commencement of works detailed plans and computations demonstrating how this condition will be achieved must be provided to the North Central CMA for approval.
- g) Prior to the commencement of any works, appropriate silt control measures must be installed to prevent sediment laden runoff from entering the waterway. The silt control measures must be maintained throughout the construction period.
- h) Unless otherwise agreed in writing with the Responsible Authority and the North Central CMA, prior to issuing a statement of compliance, unauthorised vehicle access and parking on the reserve must be prevented by the use of suitable fencing such as bollard or post and rail, or non-mountable kerb.
- i) Prior to issuing a statement of compliance, the drainage and waterway reserve must be shaped and landscaped in accordance with the Landscape Master Plan Revision B (Florence Jaquet, 2018) and to the satisfaction of North Central CMA and the Responsible Authority.

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**28. Coliban**

- a) The owner is required to provide reticulated water and sewerage services to each of the lots within the subdivision and comply with any requirements arising from any effect of the proposed development on Coliban Water assets.
- b) Services are to be provided and where necessary, amendments to existing services will be required in accordance with our specifications.
- c) The Echuca Water Augmentation Plan has identified the need to construct a booster pump station along Wharparilla Drive in order to accommodate growth and to provide adequate pressure to these customers. This booster pump station will be at the full expense of the developer.
- d) All Coliban Water assets within the subdivision, both existing and proposed, are to be protected by an easement in favour of Coliban Region Water Corporation.

29. Telecommunication

The owner of the land must enter into an agreement with:

- 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
- 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 provide written confirmation from:

- 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
- 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.

30. Powercor

- a) The plan of subdivision submitted for certification under the Subdivision Act 1988 shall be referred to the Distributor in accordance with Section 8 of that Act.
- b) The applicant shall provide an electricity supply to all lots in the subdivision in accordance with the Distributor's requirements and standards. Notes: Extension, augmentation or rearrangement of the Distributor's electrical assets may be required to make such supplies available, with the cost of such works generally borne by the applicant.

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- c) The applicant shall ensure that existing and proposed buildings and electrical installations on the subject land are compliant with the Victorian Service and Installation Rules (VSIR). Notes: Where electrical works are required to achieve VSIR compliance, a registered electrical contractor must be engaged to undertake such works.
- d) The applicant shall provide an electricity supply to all lots in the subdivision in accordance with the Distributor's requirements and standards. Notes: Extension, augmentation or rearrangement of the Distributor's electrical assets may be required to make such supplies available, with the cost of such works generally borne by the applicant.
- e) The applicant shall ensure that existing and proposed buildings and electrical installations on the subject land are compliant with the Victorian Service and Installation Rules (VSIR). Notes: Where electrical works are required to achieve VSIR compliance, a registered electrical contractor must be engaged to undertake such works.
- f) The applicant shall, when required by the Distributor, set aside areas with the subdivision for the purposes of establishing a substation or substations. Notes: Areas set aside for substations will be formalised to the Distributor's requirements under one of the following arrangements:
- I. RESERVES established by the applicant in favour of the Distributor.
 - II. SUBSTATION LEASE at nominal rental for a period of 30 years with rights to extend the lease for a further 30 years. The Distributor will register such leases on title by way of a caveat prior to the registration of the plan of subdivision.
- g) The applicant shall establish easements on the subdivision, for all existing Distributor electric lines where easements have not been otherwise provided on the land and for any new powerlines to service the lots or adjust the positioning existing easements. Notes:
- I. Existing easements may need to be amended to meet the Distributor's requirements
 - II. Easements required by the Distributor shall be specified on the subdivision and show the Purpose, Origin and the In Favour of party.

31. Regional Roads Victoria

1. Prior to the certification of the following stages, the respective requirements for each stage must be completed to the written satisfaction of and at no cost to VicRoads:

STAGE 7B:

- a. A functional layout plan (FLP) prepared by a VicRoads prequalified consultant must be submitted to and approved in writing by VicRoads. Without limiting the generality of the plan, the FLP must show:
 - i. The existing road alignment at the intersection of Murray Valley Highway and Braund Road. This includes features within the road reserve proximate to the intersection such as drainage, utilities (including powerpoles), native vegetation, fences, gates and crossovers.

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- ii. The Braund Road intersection with Murray Valley Highway realigned (squared up) and the construction of:
 1. Basic left turn treatment (BAL) in accordance with AustRoads (2017) Guide to Road Design Part 4A - Figure 8.2.
 2. Channelized right turn treatment (CHR) in accordance with AustRoads (2017) Guide to Road Design Part 4 – Figure A 30.
 3. Location of crossover from Braund Road to Lot 29 as far north as possible.
- iii. Vegetation removal and relocation of servicing (if required).
- iv. Flag lighting in accordance with AS 1158 – Lighting for roads and public spaces.
- v. Swept-path alignments for all turning movements for a 19-metre semi-trailer with 0.5m clearances at a speed of no less than 15km/h.

STAGE 7C:

- b. A functional layout plan (FLP) prepared by a VicRoads prequalified consultant must be submitted to and approved in writing by VicRoads. Without limiting the generality of the plan, the FLP must show:
 - i. The existing road alignment at the intersection of Carroll Road and Murray Valley Highway. This includes features within the road reserve proximate to the intersection such a drainage, utilities (including powerpoles), native vegetation, fences, gates and crossover.
 - ii. At the intersection of Carroll Road and Murray Valley Highway, the construction of the following turn treatments on Murray Valley Highway:
 1. Auxillary (Short) left turn treatment (AUL(S)) in accordance with AustRoads (2017) Guide to Road Design Part 4A – Figure 8.3.
 2. Vegetation removal and relocation of servicing (if required).
 - iii. Swept-path alignment (for the left turn movement into Carroll Road) for a 19-metre semi-trailer with 0.5m clearances at a speed of no less than 15km/h.

STAGE 8:

- c. A functional layout plan (FLP) prepared by a VicRoads prequalified consultant must be submitted to and approved in writing by VicRoads. Without limiting the generality of the plan, the FLP must show:
 - i. The existing road alignment of the Murray Valley Highway at the location of the proposed new access. This includes features within the road reserve such as drainage, utilities (including powerpoles), native vegetation, fences, gates and crossover.
 - ii. The construction of the new access to the Murray Valley Highway, including the following treatments on the Murray Valley Highway:
 1. Channelised right turn treatment (CHR) in accordance with AustRoads (2017) Guide to Road Design Part 4 - Figure A 30.
 2. Basic left turn treatment (BAL) in accordance with AustRoads (2017) Guide to Road Design Part 4A – 8.2
 - ii. Proposed pedestrian and cycling infrastructure.

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- iii. Swept-path alignments (for all turning movements) showing a 19-metre semi-trailer with 0.5m clearances at no less than 15km/h.
- iv. Vegetation removal and service relocation (if required).
- v. Flag lighting in accordance with AS 1158 – Lighting for roads and public spaces.

STAGE 9:

- d. A functional layout plan (FLP) prepared by a VicRoads prequalified consultant must be submitted to and approved in writing by VicRoads. Without limiting the generality of the plan, the FLP must show:
 - i. The existing alignment of the intersection of Murray Valley Highway and Wharparilla Drive. This includes features within the road reserve such as drainage, utilities (including powerpoles), native vegetation, fences, gates and crossover.
 - ii. The construction of a short channelised right turn treatment (CHR(S)) in accordance with AustRoads (2017) Guide to Road Design Part 4 – Figure A29 on the Murray Valley Highway.
 - iii. Swept-path alignments (for all-turn movements) showing a 19-metre semi-trailer with 0.5m clearances at no less than 15km/h.
 - iv. Vegetation removal and service relocation (if required).
 - v. Flag lighting in accordance with AS 1158 – Lighting for roads and public spaces.

- 2. Prior to the issue of Statement of Compliance for the following stages, the respective requirements must be completed to the satisfaction of and at no cost to VicRoads.

STAGE 7B:

- a. The works set out in the functional layout plan (FLP) detailed in Condition 1.a) above - as approved by VicRoads - are constructed. This includes:
 - i. Realignment of the intersection of Murray Valley Highway and Braund Road.
 - ii. Basic left turn (BAL) treatment on Murray Valley Highway at Braund Road.
 - iii. Channelized right turn (CHR) treatment on Murray Valley Highway at Braund Road.
 - iv. Flag lighting in accordance with AS 1158 – Lighting for roads and public spaces.

STAGE 7C:

- b. The works set out in the functional layout plan (FLP) detailed in Condition 1.b) above - as approved by VicRoads - are constructed. This includes:
 - i. Short auxiliary left turn (AUL(S)) treatment on the Murray Valley Highway at Carroll Road.

STAGE 8:

- c. The works set out in the functional layout plan (FLP) detailed in Condition 1.c) above - as approved by VicRoads - are constructed. This includes:
 - i. The new access to the Murray Valley Highway.
 - ii. Channelized right turn treatment (CHR) on the Murray Valley Highway at the new access location.

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- iii. Basic left turn treatment (BAL) on the Murray Valley Highway at the new access location.
- iv. Flag lighting in accordance with AS 1158 – Lighting for roads and public spaces.

STAGE 9:

- d. The works set out in the functional layout plan (FLP) detailed in Condition 1.d) above - as approved by VicRoads - are constructed. This includes:
 - i. Short channelized right turn treatment (CHR(S)) on the Murray Valley Highway at Wharparilla Drive.
 - ii. Flag lighting in accordance with AS 1158 – Lighting for roads and public spaces.
- 3. Drainage must not be discharged into the Murray Valley Highway road without the prior written consent of VicRoads.

32. Time for Stating and Completing Subdivision:

This permit will expire if one of the following circumstances applies:

- a) The plan of subdivision for the first stage of the subdivision is not Certified under the Subdivision Act 1988 within two (2) years of the date of this permit.
- b) The plan of subdivision for each subsequent stage is not Certified under the Subdivision Act 1988 within two (2) years of certification of the previous stage.
- c) The registration of the plan of subdivision for each stage is not completed within five (5) years of the date of Certification under the Subdivision Act 1988 of that stage.

The Responsible Authority may extend the periods referred to if a request is made in writing before the permit expires or within six (6) months afterwards. Prior to approval being given for extension the Responsible Authority may require the review and re-submission of Plans, Computations and other relevant information to accord with current requirements, Acts and Regulations, Codes of Practice and Australian Standards.

NOTATIONS**Responsible authority**

The term "responsible authority" in the planning permit means the municipal council in accordance with section 13 of the Planning and Environment Act 1987.

Bushfire Attack Level

A site assessment for the purpose of determining the bushfire attack level has not been considered as part of this application.

Aboriginal Artefacts

In the event any historic artefacts and/or debris is discovered in the development process, works are to stop immediately and contact Aboriginal Affairs on 1800 762 003.

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**Regional Roads Victoria**

Separate 'detailed design' approval (fees and charges apply) and the specifications of these are required under the Road Management Act. For the purposes of this application the works will include provision of:

- {Specify works – e.g. traffic signals}; and
- Any other works in the arterial road reserve

Please forward details marked attention to Mark Simons on:

nr.mailbox@roads.vic.gov.au

Further information regarding VicRoads' consent to work within the road reserve can be found on the VicRoads Website:

<https://www.vicroads.vic.gov.au/business-and-industry/design-and-management/working-within-the-road-reserve>

or by or telephoning (03) 5434 5148.

Once Council makes its decision, please forward a copy of the decision to VicRoads as required under Section 66 of the Planning and Environment Act 1987.

Should you have any enquiries regarding this matter, please contact Nick Butler on 03 5434 5027 or Nick.Butler@roads.vic.gov.au.

North Central Catchment Management Authority

The waterway that traverses the site has been gazetted by the North Central CMA to be designated waterway under the Water Act 1989. Any works in, on or over this waterway will require a Works on Waterway Permit under By-Law 2014/01 Waterways Protection from the North Central CMA prior to any works commencing. This includes works such as:

- Waterway deviation
- Stormwater connections
- New or modified crossings

Please contact North Central CMA on (03) 5440 1896 to obtain a full understanding of the Authority's requirements.

Powercor

It is recommended that applications for electricity supply to each lot be submitted at the earliest opportunity so that the precise requirements of the Distributor can then be determined and accommodated. Applications for electricity supply shall be submitted via the Distributor's web portal, "mySupply" which can be accessed via the following link: <https://customer.portal.powercor.com.au/mysupply/CIAWQuickCalculator>

Department of Environment, Land, Water and Planning

The department advises that works or other activities on public land, which may affect protected native plants, will require a Protected Flora Licence or Permit under the Flora and Fauna Guarantee (FFG) Act 1988. All native vegetation likely to be affected should be checked against the Protected Flora List (DELWP 2017) to determine whether FFG approvals are required. Protected Flora Permits can be obtained from the regional DELWP office (loddonmallee.environment@delwp.vic.gov.au).

Offset requirements are determined in accordance with DELWP (2017) Guidelines for the removal, destruction or lopping of native vegetation. Proposed offset sites must meet eligibility requirements including land use, bushfire risk, quality of vegetation and size of revegetation site. Please visit <https://www.environment.vic.gov.au/native-vegetation/native-vegetation> for further information.

Date Issued: 20 July 2020

Signature for the Responsible
 Authority:

Ally Wilkie

ALLY WILKIE
PLANNING TEAM LEADER

PLANNING PERMIT

Permit No: PLN170/2019 (Amended)
 Planning Scheme: Campaspe Planning Scheme
 Responsible Authority: Campaspe Shire Council
 Prop No.: 265

**Goulburn Murray Water**

A Take and Use Licence is required if water is to be extracted from wetlands for irrigation of lawns or other use. Licences will also be required to construct and operate proposed pumping infrastructure on the Murray River. The site may require metering and sufficient allocation will be required to be held in the associated ABA. Applications and further information regarding these licences can be made to GMW's Diversion Operations on 1800 013 357.

THIS PERMIT HAS BEEN AMENDED AS FOLLOWS:

Date of amendment	Brief description of amendment
1 June 2021	Pursuant to Section 71 of the <i>Planning and Environment Act 1987</i> the following changes were made: <ul style="list-style-type: none"> • Amended title description • Amended Condition 5

Date Issued: 20 July 2020

Signature for the Responsible Authority: *Ally Wilkie*

ALLY WILKIE
PLANNING TEAM LEADER

IMPORTANT INFORMATION ABOUT THIS PERMIT

WHAT HAS BEEN DECIDED?

The responsible authority has issued a permit.

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

CAN THE RESPONSIBLE AUTHORITY AMEND THIS PERMIT?

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

WHEN DOES A PERMIT BEGIN?

A permit operates:

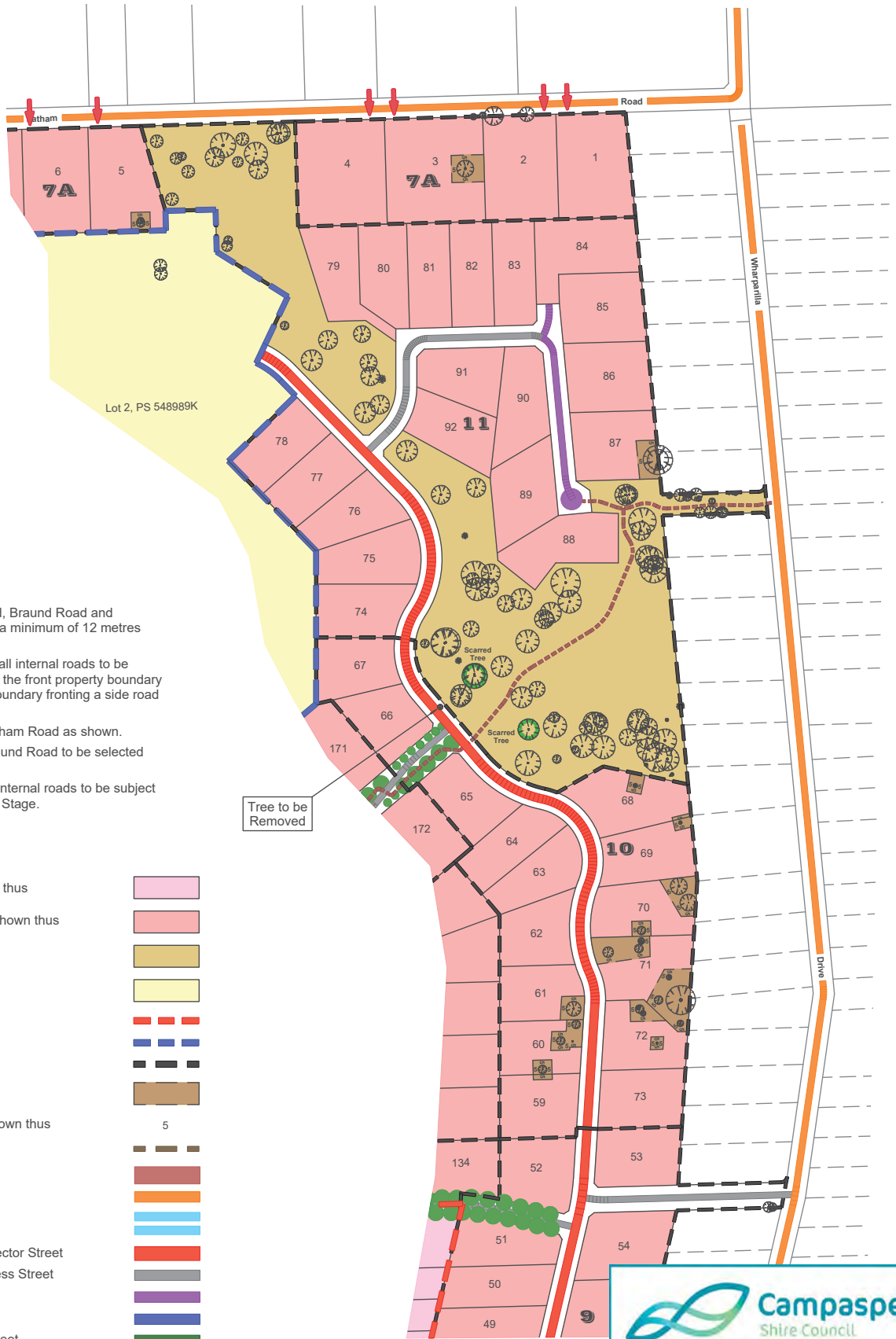
- From the date specified in the permit; or
- If no date is specified, from –
 - (i.) the date of the decision of the Victorian Civil and Administrative Tribunal, if the permit was issued at the direction of the Tribunal; or
 - (ii.) the date on which it was issued, in any other case

WHEN DOES A PERMIT EXPIRE?

1. A permit for the development of land expires if –
 - the development or any stage of it does not start within the time specified in the permit; or
 - the development requires the certification of a plan of subdivision or consolidation under the **Subdivision Act 1988** and the plan is not certified within two years of the issue of the permit, unless the permit contains a different provision; or
 - the development or any stage is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit or in the case of a subdivision or consolidation within five years of the certification of the plan of subdivision or consolidation under the **Subdivision Act 1988**.
2. A permit for the use of land expires if –
 - the use does not start within the time specified in the permit, or if no time is specified, within two years after the issue of the permit; or
 - the use is discontinued for a period of two years.
3. A permit for the development and use of land expires if—
 - the development or any stage of it does not start within the time specified in the permit; or
 - the development or any stage of it is not completed within the time specified in the permit, or, if no time is specified, within two years after the issue of the permit; or
 - the use does not start within the time specified in the permit, or, if no time is specified, within two years after the completion of the development; or
 - the use is discontinued for a period of two years.
4. If a permit for the use of land or the development and use of land or relating to any of the circumstances mentioned in section 6A(2) of the **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, in which case no right of review exists.
- An application for review must be lodged within 60 days after the permit was issued, unless a notice of decision to grant a permit has been issued previously, in which case the application for review must be lodged within 60 days after the giving of that notice.
- An application for review is lodged with the Victorian Civil and Administrative Tribunal.
- An application for review must be made on the relevant form which can be obtained from the Victorian Civil and Administrative Tribunal, and be accompanied by the applicable fee.
- An application for review must state the grounds upon which it is based.
- A copy of an application for review must also be served on the Responsible Authority.
- Details about applications for review and the fees payable can be obtained from the Victorian Civil and Administrative Tribunal



Building Envelopes and Driveways:

- Buildings on lots fronting Latham Road, Braund Road and Murray Valley Highway to be set back a minimum of 12 metres from the front property boundary.
- Buildings on Low Density lots fronting all internal roads to be set back a minimum of 10 metres from the front property boundary and 6 metres from the side property boundary fronting a side road for corner lots.
- Driveway locations for lots fronting Latham Road as shown.
- Driveway locations for lots fronting Braund Road to be selected to minimize vegetation removal.
- Driveway locations for lots fronting all internal roads to be subject to detailed engineering design at each Stage.

Legend:

- General Residential Zone (GRZ) shown thus
- Low Density Residential Zone (LDRZ) shown thus
- Public Open Space
- Lot 2, PS 548989K
- Zone Boundary shown thus
- Development Boundary shown thus
- Stage Boundary shown thus
- Tree Protection Zone shown thus
- Tree Protection Zone offset (metres) shown thus 5
- Possible Driveway location shown thus
- Existing Primary Arterial Road
- Existing Rural Road
- Proposed Divided Entry Street
- Proposed Low Density Residential Collector Street
- Proposed Low Density Residential Access Street
- Proposed Rural Access Street
- Proposed Access Street
- Proposed Access Place / Park Edge Street
- Proposed Shared Bicycle / Pedestrian Track
- Proposed Vehicle Crossing
- Existing Tree (Live/Dead/Stump) ◐
- Scarred Tree ◑
- Proposed Green Link (indicative only)

Endorsed Plan
 Planning and Environment Act 1987
 Permit No: PLN170/2019
 Sheet: 2 of 4
 Authorised Officer: Ally Wilkie
 Planning Team Leader
 Date: 20/07/2020

REVISION	DATE	ZONE
6	31/10/19	-
5	16/10/19	-
4	29/8/19	-
3	27/5/19	-
2	8/02/19	-
1	27/11/18	-



Scale 1:4000 @ A3

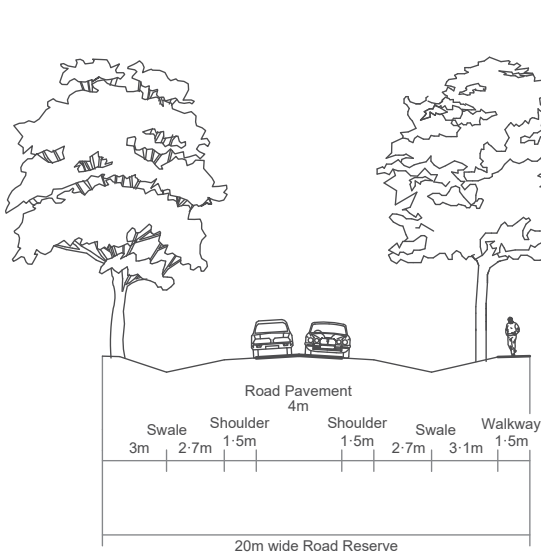
Chris Smith & Associates
PTY LTD

CIVIL ENGINEERS LAND SURVEYORS
 URBAN & REGIONAL PLANNERS PROJECT MANAGERS
 LEVEL 11 135 FRYERS STREET, SHEPPARTON VIC. 3630
 PH: (03) 5820 7700 FAX: (03) 5822 4878 www.csmith.com.au

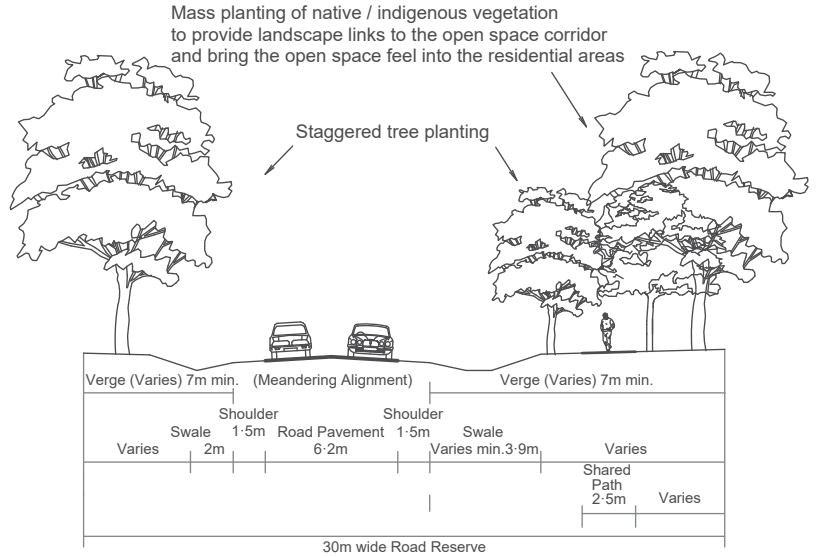
Designed: Col Rogers 22nd November, 2016
 Drawn: Col Rogers 10th November, 2017
 Checked: Gary Steigenberger
 Approved:

F. & C. Millar
"Wharparilla Estate"
 Murray Valley Highway
 Echuca West
"Wharparilla Drive West Development Plan"
 Tree Protection Zones
 Drawing No. 17139/01 Rev. 6
 Sheet No. 2 of 4 1713901v6.dwg

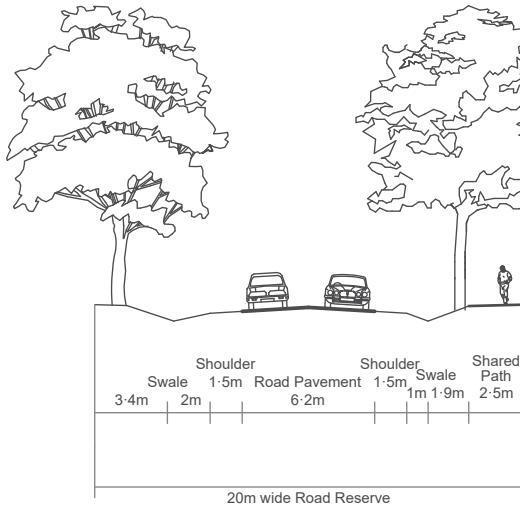
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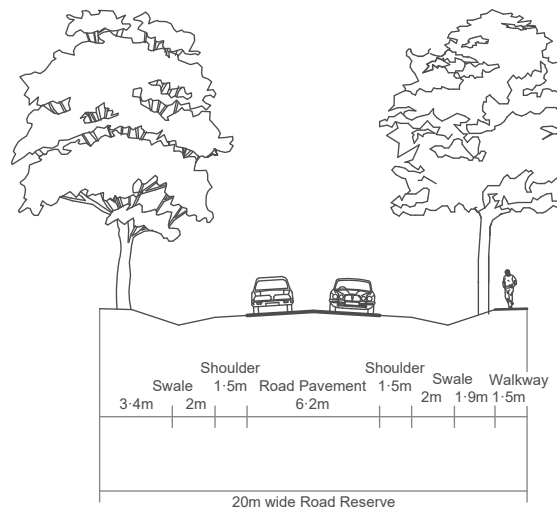
Rural Access Street



Low Density Residential Access Street (30m wide)



Low Density Residential Collector Street



Low Density Residential Access Street (20m wide)

Indicative "Rural" Street Forms

Endorsed Plan
 Planning and Environment Act 1987
 Permit No: PLN170/2019
 Sheet: 3 of 4
 Authorised Officer: Ally Wilkie
 Planning Team Leader
 Date: 20/07/2020

REVISION	DATE	ZONE
6	31/10/19	-
5	16/10/19	-
4	29/8/19	-
3	27/5/19	-
2	8/02/19	-
1	27/11/18	-



Scale 1:250 @ A3

Chris Smith
 & ASSOCIATES
 PTY LTD

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 LEVEL: 1/135 FRYERS STREET, SHEPPARTON, VIC. 3630
 PH: (03) 5820 7700 FAX: (03) 5822 4878 www.csmith.com.au

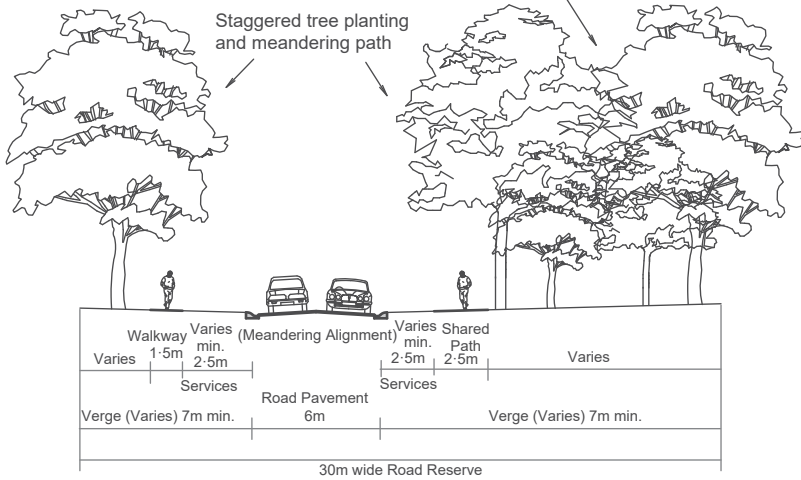
Designed: Col Rogers 22nd November, 2016
 Drawn: Col Rogers 10th November, 2017
 Checked: Gary Steigenberger
 Approved:

F. & C. Millar
 "Wharparilla Estate"
 Murray Valley Highway
 Echuca West

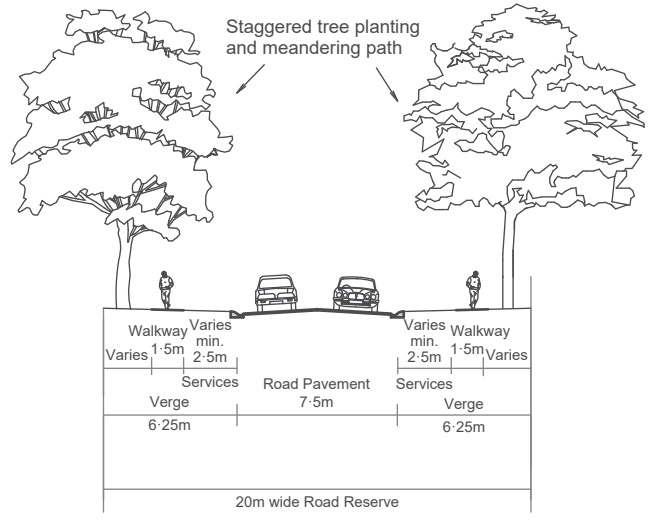
"Wharparilla Drive West Development Plan"
 Typical Cross Sections - "Rural" Street Forms
 Drawing No. 17139/01 Rev. 6
 Sheet No. 3 of 4 1713901v6.dwg

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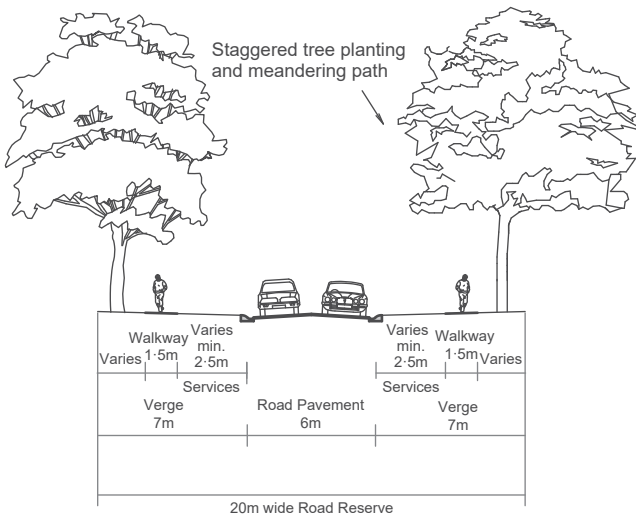
Mass planting of native / indigenous vegetation to provide landscape links to the open space corridor and bring the open space feel into the residential areas



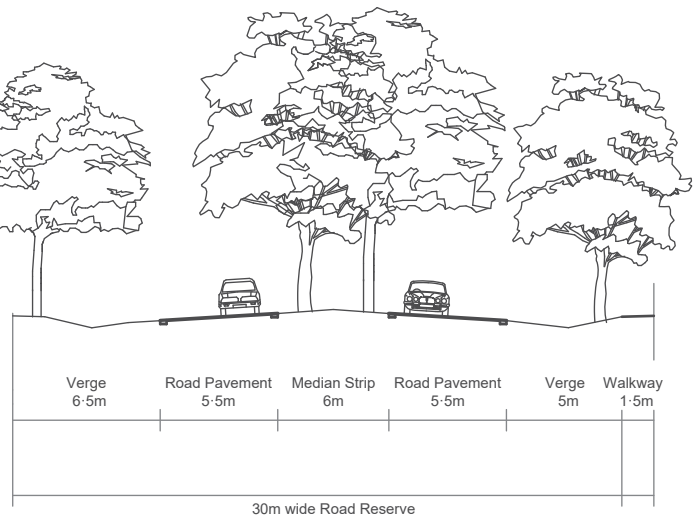
Access Place (30m wide)



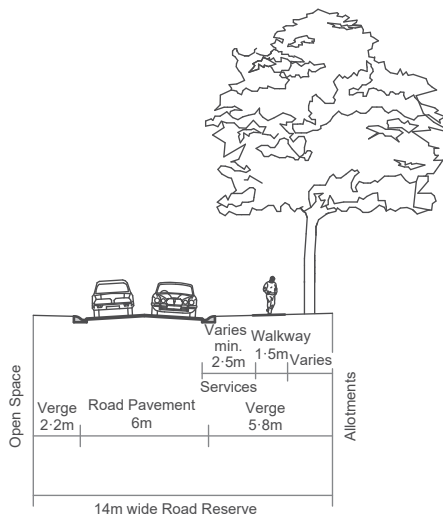
Access Street



Access Place (20m wide)



Divided Entry Street



Access Place / Park Edge Street (14m wide)

Endorsed Plan
 Planning and Environment Act 1987
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 Sheet: 4 of 4
 Authorised Officer: Ally Wilkie
 Planning Team Leader
 Date: 20/07/2020

Indicative "Urban" Street Forms

REVISION	DATE	ZONE
6	Reinstate Stage 11, Notes	31/10/19 -
5	Remove Stage 11	16/10/19 -
4	Building Envelopes & Driveways	29/8/19 -
3	General	27/5/19 -
2	General	8/02/19 -
1	General	27/11/18 -



Scale 1:250 @ A3

Chris Smith
 & ASSOCIATES
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 "Wharparilla Estate"
 Murray Valley Highway
 Echuca West
 "Wharparilla Drive West Development Plan"
 Typical Cross Sections - "Urban" Street Forms
 Drawing No. 17139/01 Rev. 6
 Sheet No. 4 of 4 1713901v6.dwg
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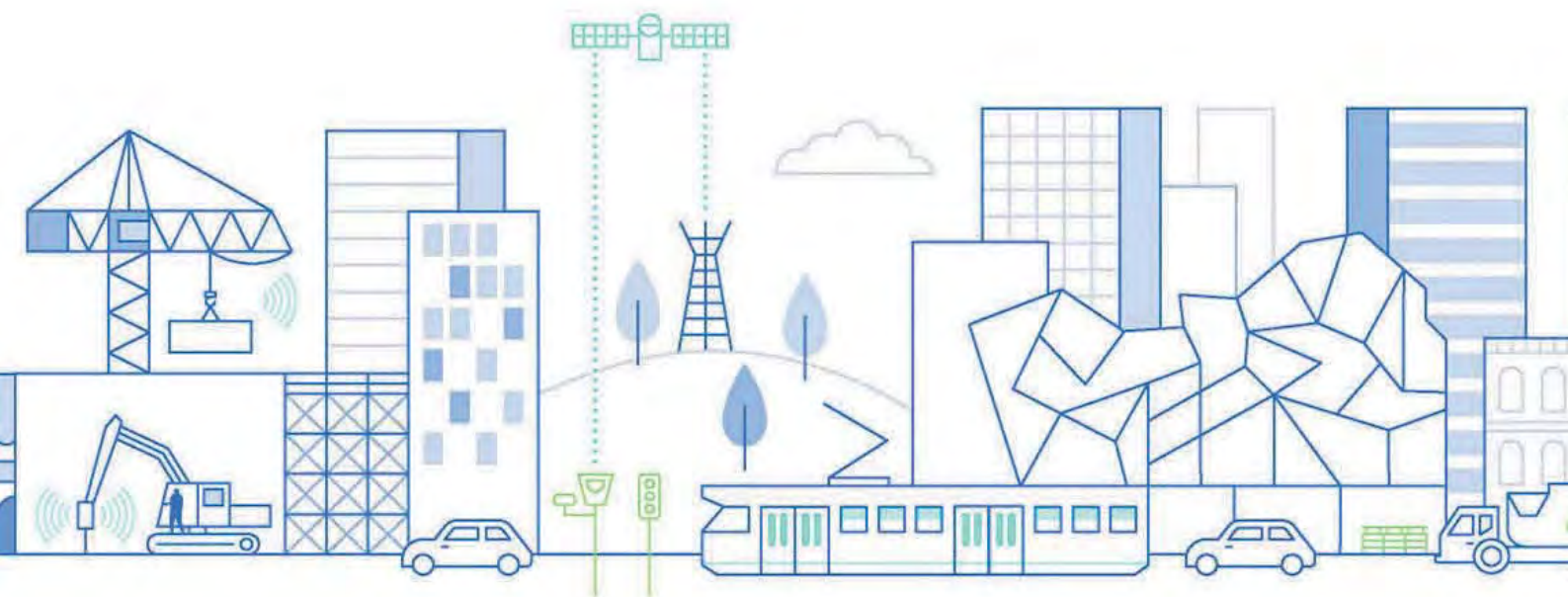


Endorsed Condition 8 Plan
Planning and Environment Act 1987
Permit No: PLN170/2019
Sheet: 1 of 28
Authorised Officer: Ally Wilkie
Planning Team Leader
Date: 20/07/2020



Traffic Engineering

Wharparilla Drive West Development Plan
Response to Schedule 7 of DPO
Traffic Impact Assessment



1 Introduction and Scope

This report refers to the proposed Development Plan for Wharparilla Drive West, prepared by Chris Smith and Associates in response to Schedule 7 of the DPO in the Campaspe Planning Scheme.

The subject land is bounded by the Murray Valley Highway, Braund Road on the west, Latham Road on the north, and the existing residential development fronting the west side of Wharparilla Drive on the east.

The report considers traffic engineering and transport planning issues associated with the development and use of the land, including responses to the traffic engineering and related requirements of the DPO.



Revision Record

No.	Author	Description	Date
1.	J. Higgs	Original Report	2/2/2016
2.	J. Higgs	Amendments to Report	16/11/2017
3.	J. Higgs	Amendments to Report	12/5/2018
4.	J. Higgs	Amendments to Report	24/9/2018
5.	J. Higgs	Amendments to Report	29/11/2018

2 The Proposed Development of the Land

The Development Plan prepared by Chris Smith and Associates is part copied below, appended in full to this report.




DEVELOPMENT PLAN

Campaspe
 Shire Council

Endorsed Condition 8 Plan
 Planning and Environment Act 1987
 Permit No: PLN170/2019
 Sheet: 3 of 28
 Authorised Officer: Ally Wilkie
 Planning Team Leader
 Date: 20/07/2020

Site: Wharparilla Drive West Development Plan
 Reference: 8545R7699C.DOC

The plan contains the following elements of significance in consideration of traffic impacts that are likely to arise:

-  **Campaspe**
Shire Council
 - **Endorsed Condition 8 Plan**
 - **Planning and Environment Act 1987**
 - **Permit No: PLN170/2019**
 - **Sheet: 4 of 28**
 - **Authorised Officer: Ally Wilkie**
Planning Team Leader
 - **Date: 20/07/2020**
- Road, Wharparilla Drive and the Murray Valley Highway.
 - Braund Road and Latham Road.
 - hwy direct from individual lots.
 - to serve most of the land and having only large lots fronting
 - to Murray Valley Highway at a location close to Wharparilla
 - disposition of traffic from the subject land onto Wharparilla
- The Murray Valley Highway intersection location is about 160 metres east of the existing Stratton Road intersection. The “Right-Left” stagger distance allows the intersections to operate independently of each other, and with opposing right turners within the same lane corridor (if needed).
 - 417 lots of varying sizes are nominated on the Development Plan.

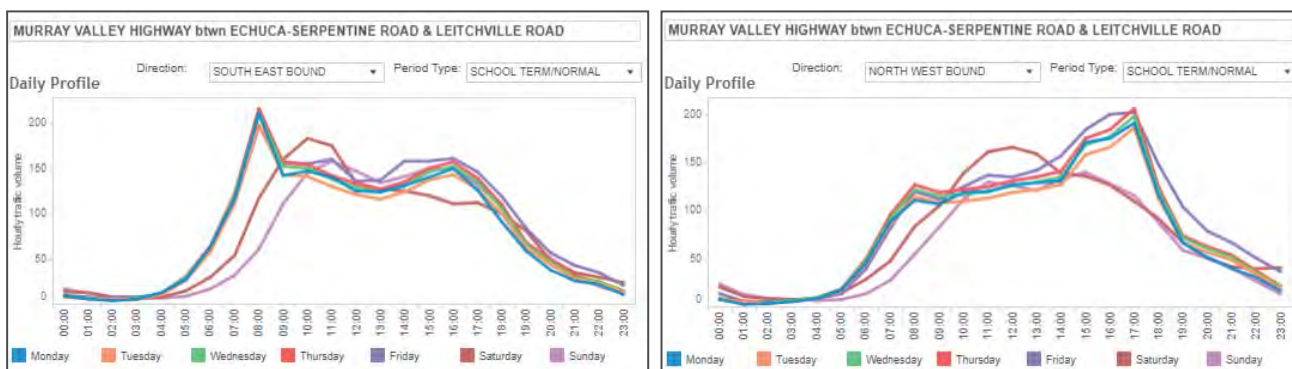
Virtually all open space within the subject land has street edge frontage, and there is significant street frontage along the Murray Valley Highway “internal loop” streets.

3 Existing Traffic Conditions and Facilities

3.1 Murray Valley Highway

Along the frontage of the subject land the Murray Valley Highway has a single carriageway with two-way/two-lane operation and configuration. The sealed width is about 7 metres, speed limit is 100kph, and daily traffic is around 3,600 vehicle movements.

Current traffic volumes (2015) are shown in the following screen shots taken from the VicRoads portal.

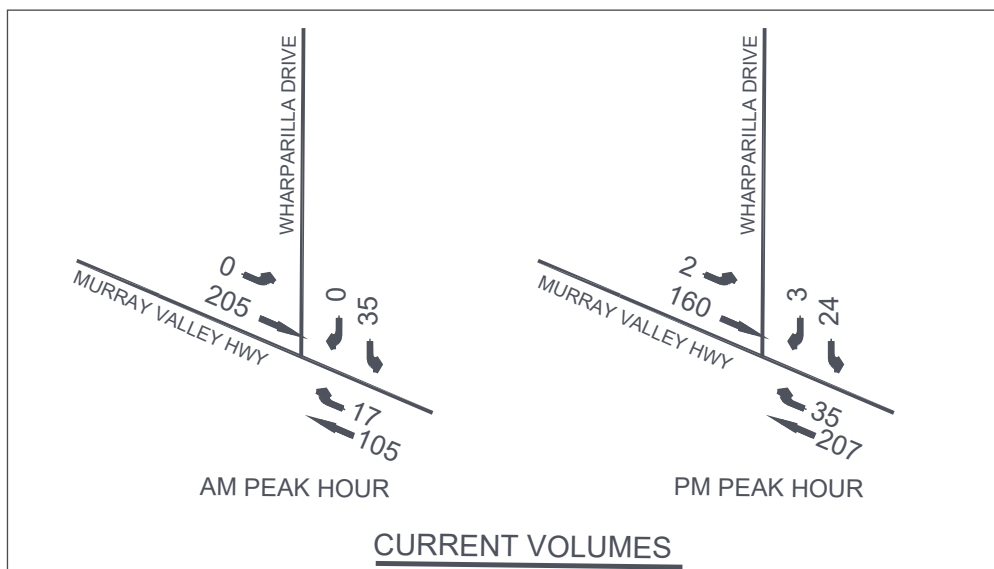


For Peak Weekdays

- AM peak volume is 213 vph
- PM peak volumes is 161 vph

AM peak volume is 127 vph
 PM peak volumes is 206 vph

TTM Consulting (Vic) Pty Ltd conducted traffic counts at the intersection of Wharparilla Drive and Murray Valley Highway on Thursday 11th October 2018 and Friday 12th October 2018. Peak hours were identified with the following vehicle movements recorded:



These counts indicate the following in respect of Murray Valley Highway traffic, east of Wharparilla Drive:

- AM Peak Hour

North West Bound	122 vph	(VicRoads portal 127 in 2015)
South East Bound	240 vph	(VicRoads portal 213 in 2015)
- PM Peak Hour

North West Bound	242 vph	(VicRoads portal 206 in 2015)
South East Bound	183 vph	(VicRoads portal 161 in 2015)

Comparison of the data above with that available on the VicRoads portal suggests a growth rate of around 3.2%p.a. over the intervening period.

A PM peak period count in May 2010 showed Murray Valley Highway volumes at:

- North West Bound 242 vph
- South East Bound 130 vph

For the 8 years intervening to the current counts the total PM Peak hour traffic has increased about 14% or under 2%p.a. The VicRoads portal indicates growth of around 10% over a 10 year period, approximately 1%p.a.

Campaspe
Shire Council

Endorsed Condition 8 Plan
 Planning and Environment Act 1987
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 Date: 20/07/2020

3.2 Wharparilla Drive

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of about 6 metres in width, with grassed drainage swales along

the Murray Valley Highway, the estimated daily traffic volume
based on the recent peak period count reported at Section 3.1

daily vehicle movements was recorded. At the time of the
nt in Wharparilla Drive. That indicates a daily traffic generation
g.

3.3 Braund Road

Braund Road has a sealed carriageway about 6 metres wide, with swale drains beside grassed shoulders. We estimate daily traffic at fewer than 200 vehicle movements.

3.4 Latham Road

Latham Road has an unsealed carriageway about 6 metres wide, but is otherwise similar to Braund Road.

3.5 Intersection Wharparilla Drive and Murray Valley Highway

This intersection is provided with a variation on the old AustRoads Type B intersection treatment for the right turn lane for the east to north movement. Lane configurations have been taken by measurements from NearMap aerial imaging, and are shown in Drawing No. 8545910 in Appendix B to this report.

As can be seen the southern lane line on the approach side is very close to that which would be applied in the case of a CHR(S) treatment. The departure side quite closely matches the arrangement required for a standard CHR treatment.

3.6 Intersection Braund Road and Murray Valley Highway

This intersection is a T-junction where no turn lanes are provided. The angle of intersection

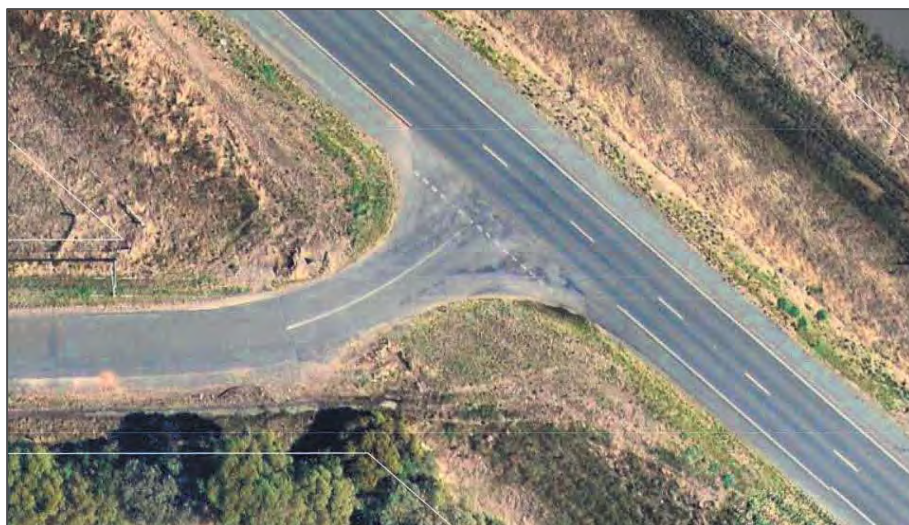


BRAUND ROAD AT MURRAY VALLEY HIGHWAY

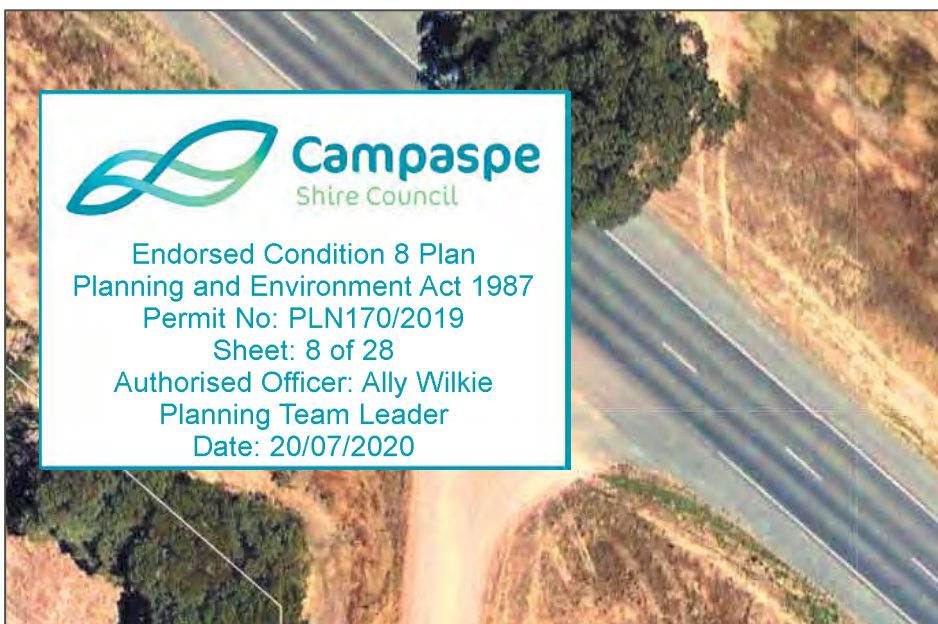
It would be preferable that this intersection be corrected if other works are necessary.

3.7 Intersections of Stratton Road and Carroll Road and Murray Valley Highway

These intersections have BAR/BAL configurations at best, without sealed shoulders. The NearMap Images below show the arrangements that are in place.

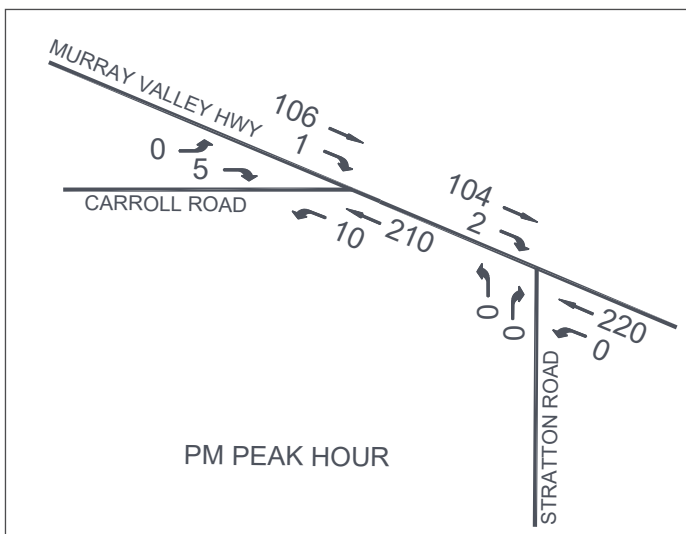


INTERSECTION CARROLL ROAD



INTERSECTION STRATTON ROAD

TTM Consulting (Vic) Pty Ltd carried out turning movements counts at these intersections on Wednesday 21st November, 2018, with the following movements identified for the peak hour (16:40-17:40)



4 Predicated Traffic Volumes

4.1 Traffic Generation

The recent traffic counts indicate the following trip generation rates for the existing housing in Wharparilla Drive.

- AM peak Hour

Inbound from East	17 vph or 0.21 vph/dwelling
Outbound to East	35 vph or 0.44 vph/dwelling
Inbound from West	0 vph or 0 vph/dwelling
Outbound to West	0 vph or 0 vph/dwelling
- PM Peak Hour

Inbound from East	35 vph or 0.44 vph/dwelling
Outbound to East	23 vph or 0.29 vph/dwelling
Inbound from West	2 vph or 0.02 vph/dwelling
Outbound to west	3 vph or 0.04 vph/dwelling

Total AM peak hour traffic generation is 0.63 vph/dwelling, and total PM peak hour traffic generation is 0.79 vph/dwelling. To add a layer of conservatism to the analysis the following rates are used in estimating the traffic generation from the development proposed:

- AM peak Hour

Inbound from East	0.20 vph/dwelling
Outbound to East	0.50 vph/dwelling
Inbound from West	0.02 vph/dwelling
Outbound to West	0.05 vph/dwelling
- PM Peak Hour

Inbound from East	0.50 vph/dwelling
Outbound to East	0.30 vph/dwelling
Inbound from West	0.05 vph/dwelling
Outbound to west	0.02 vph/dwelling

No “localization” of traffic generation is used in the analysis, although some will be likely.

Peak period trip generation for the proposed 417 lots is thus estimated at:

- AM peak Hour

Inbound from East	83 vehicles per hour
Outbound to East	209 vehicles per hour
Inbound from West	8 vehicles per hour
Outbound to West	20 vehicles per hour
- PM Peak Hour

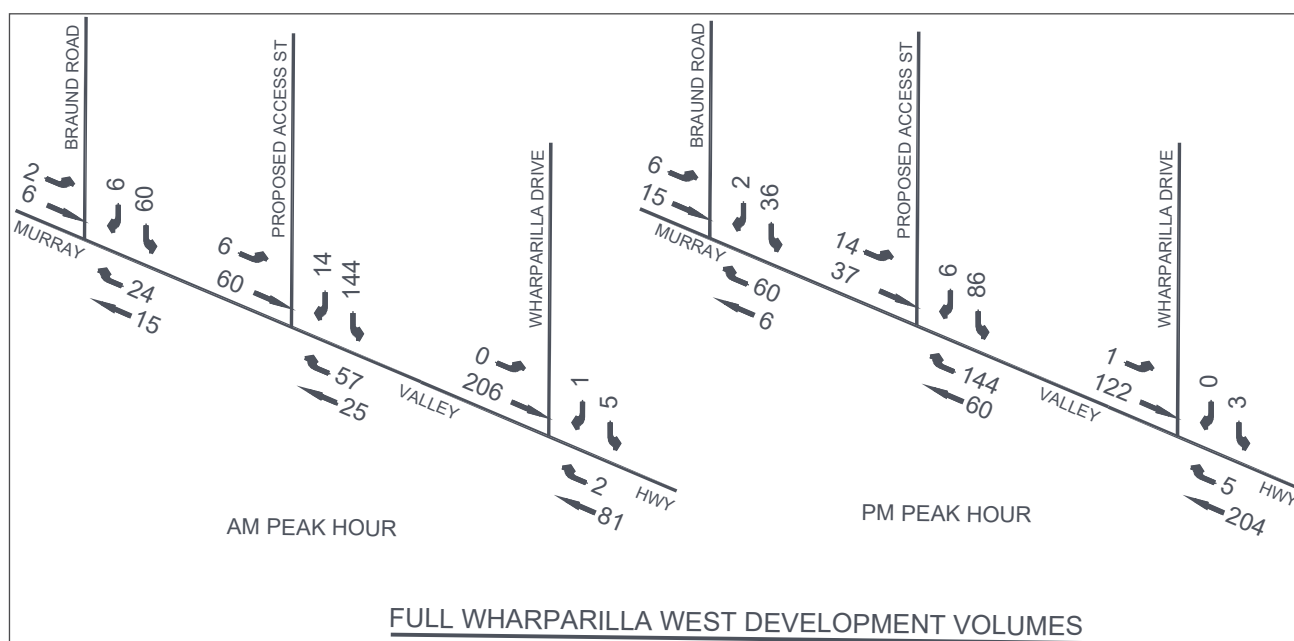
Inbound from East	209 vehicles per hour
Outbound to East	125 vehicles per hour
Inbound from West	20 vehicles per hour
Outbound to west	8 vehicles per hour

4.2 Distribution of Traffic

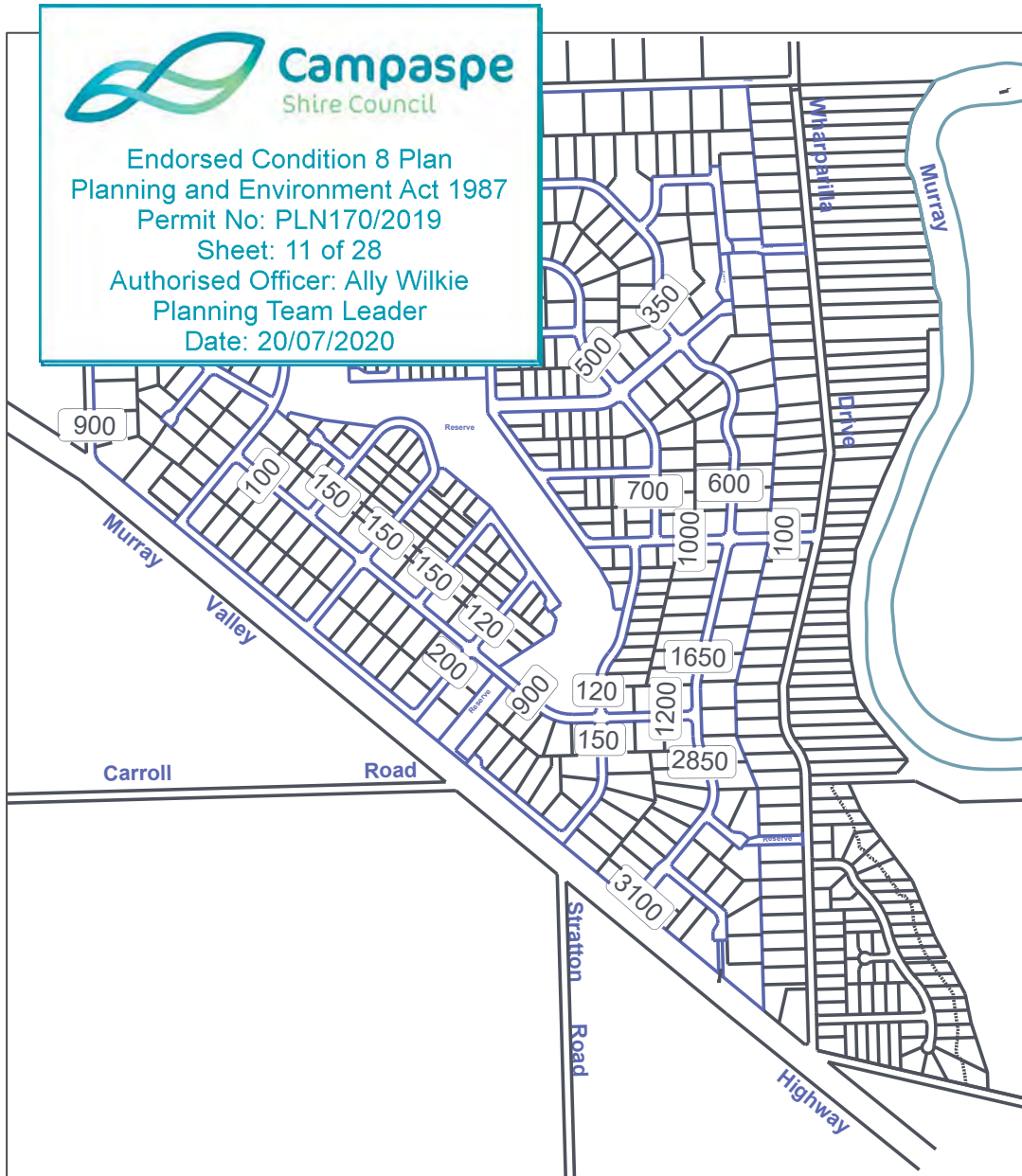
Latham Road when sealed, and Braund Road, will be able to be travelled at higher speeds than the internal streets because of straight alignment, few junctions and few driveways. That, in conjunction with the 100kph speed opportunity on the Murray Valley Highway, will cause a distribution of traffic such that slightly longer trips using Braund Road rather than internal streets will occur, to and from dwellings in the northern and western part of the estate. We estimate that Braund Road will be used for external travel to and from around 120 dwelling sites, with the balance of traffic primarily to the new Murray Valley Highway intersection.

We expect that the volume of traffic distribution to Wharparilla Drive will be quite low. That is because the location of the proposed connection is such that only a small proportion of the Wharparilla Drive West traffic would have any convenience of connection to the Murray Valley Highway through using Wharparilla Drive, and the length of low speed street involved is greater than via the internal connector street network. We estimate that traffic associated with about 10 dwellings in Wharparilla Drive West will use the Wharparilla Drive connection, at most.

Peak period traffic generation from the development is shown in the following diagrams, for full development of the site and all connections in place.



The figure below shows the estimated distribution of daily vehicle movements to the external street or road connections, and also traffic volumes on internal streets.



ESTIMATED DAILY TRAFFIC VEHICLE MOVEMENTS

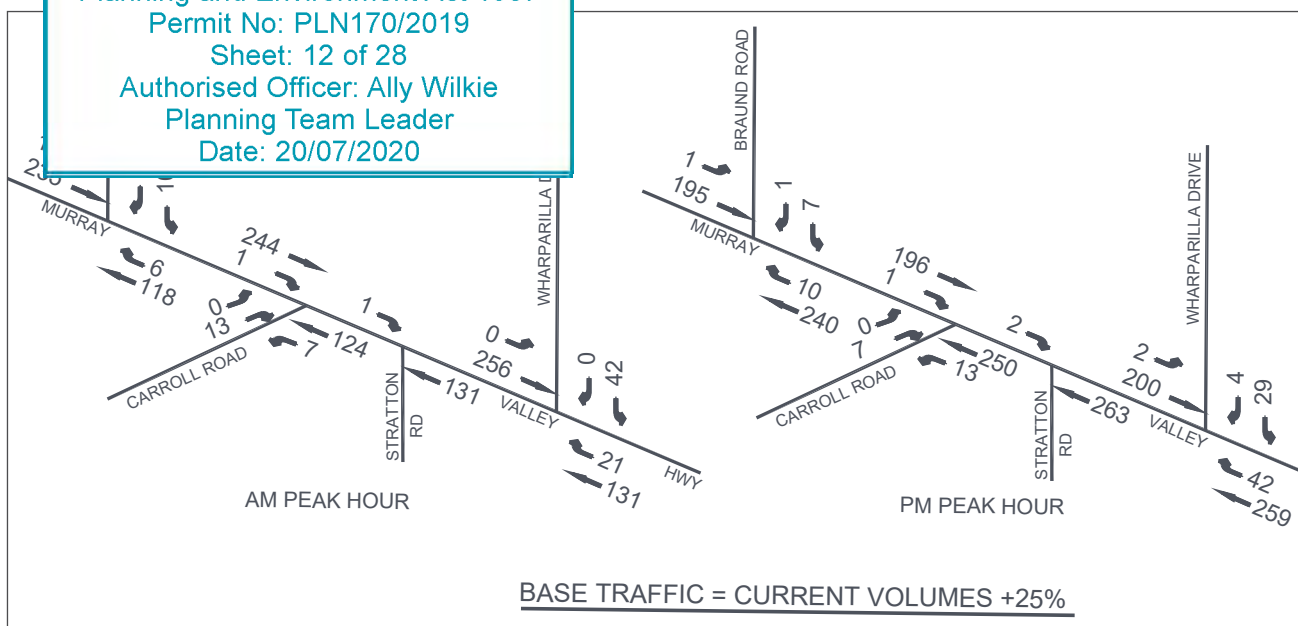
5 Traffic Impacts at external Intersections

5.1 Traffic Volumes

In p... to allow for a growth in traffic volumes over a 10 year period. In this... existing, effectively a 2.5%p.a. growth rate.



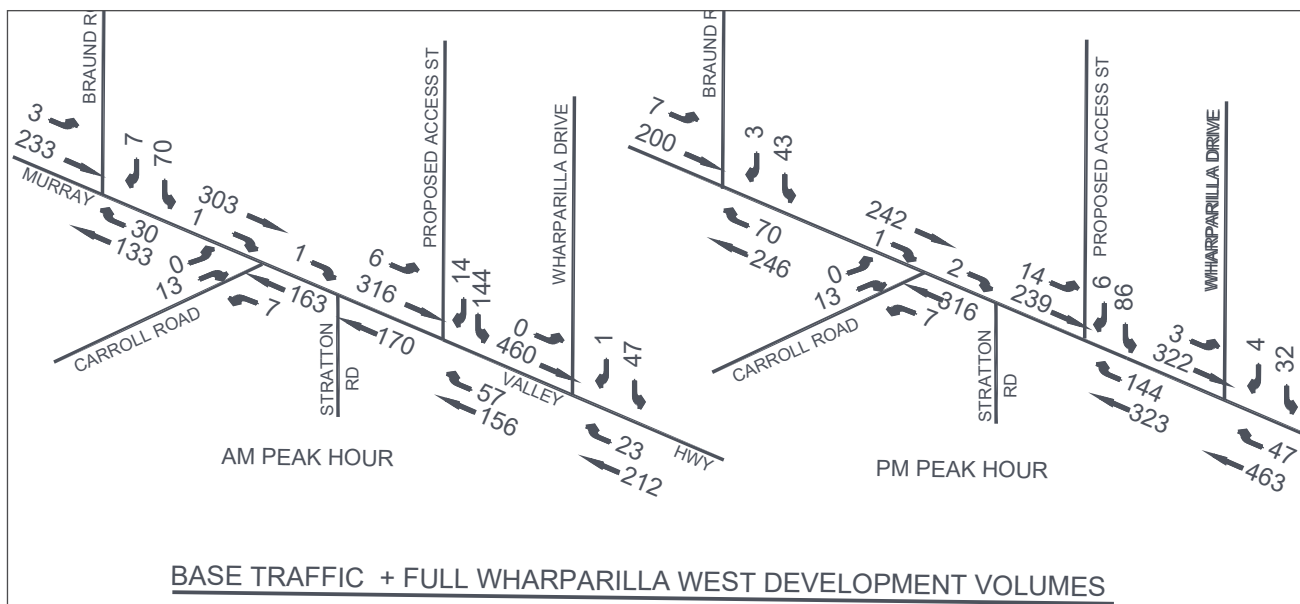
Endorsed Condition 8 Plan
 Planning and Environment Act 1987
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 Planning Team Leader
 Date: 20/07/2020



Braund Road currently services about 13 dwellings and some additional enterprises related to agriculture. We are assuming an existing traffic volume of around 200 vehicle movements per day with peak period turning movements at Murray Valley Highway as shown in the diagram. That is of little importance because a development strategy for the Braund Road intersection has already been agreed with VicRoads.

5.2 Intersection Volumes at Full Development of Wharparilla West

The following movements are estimated by adding the projected full development turning movements to the base traffic of 25% above existing.



To apply the warrants for auxiliary lane from AustRoads Guide to Road Design Part 4 (AGRD4) the following parameters are determined from the turning movements estimated above.

Turning Movement Scenario A

- Right turn into Wharparilla Dr with base traffic, PM peak
 $Q_M = 259 + 200 + 2 = 461$, $Q_R = 42$

Turning Movement Scenario B

- For right turn into Wharparilla Dr with base traffic + development traffic, PM peak
 $Q_M = 463 + 322 + 3 = 788$, $Q_R = 47$

Turning Movement Scenario C

- For left turn into Wharparilla Dr with base traffic, AM peak
 $Q_M = 256$, $Q_L = 0$

Turning Movement Scenario D

- For left turn into Wharparilla Dr with base traffic + development traffic, AM peak
 $Q_M = 460$, $Q_L = 0$

Turning Movement Scenario E

- For right turn into New Access with base traffic + development traffic, AM peak
 $Q_M = 323 + 239 + 14 = 576$, $Q_R = 144$



Turning Movement Scenario F

- For left turn into New Access with base traffic + development traffic, AM peak
 $Q_M = 239, Q_L = 14$

Turning Movement Scenario G

- For left turn into Carroll Road with base traffic, PM peak
 $Q_M = 250, Q_L = 13$

Turning Movement Scenario H

- For left turn into Carroll Road with base traffic + development traffic, PM peak
 $Q_M = 316, Q_L = 13$

Endorsed Condition 8 Plan
 Planning and Environment Act 1987
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 Planning Team Leader
 Date: 20/07/2020

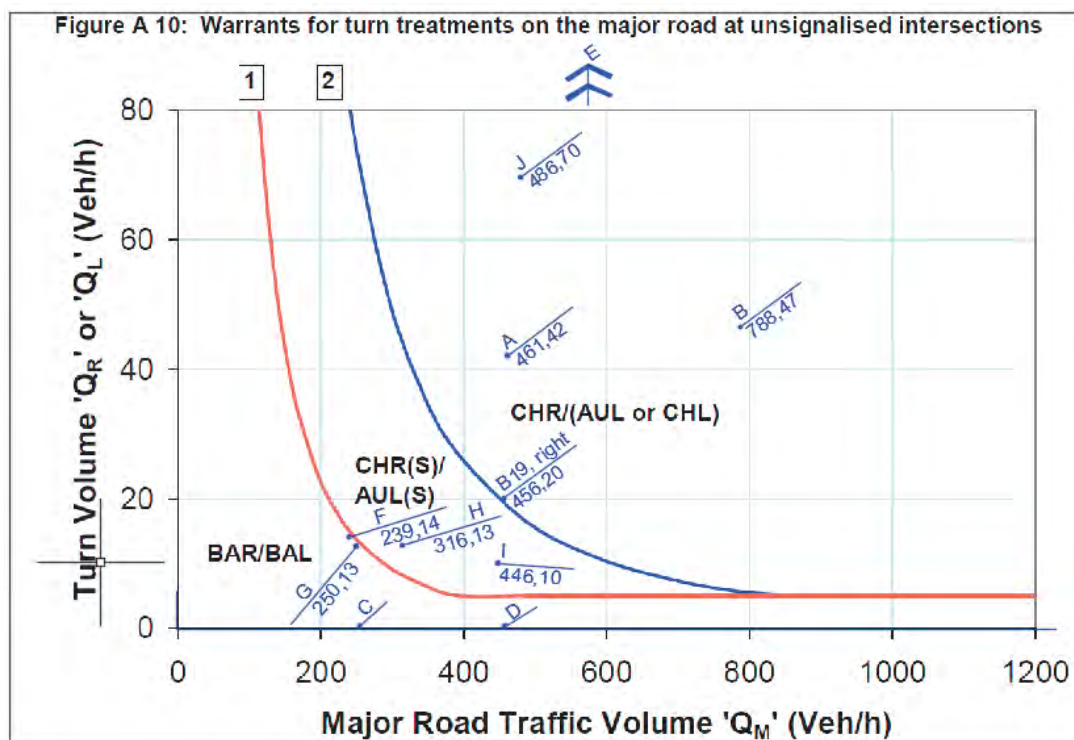
Turning Movement Scenario I

- For right turn into Braund Road with base traffic, PM peak
 $Q_M = 250 + 195 + 1 = 446, Q_R = 10$

Turning Movement Scenario J

- For right turn into Braund Road with base traffic + development traffic, PM peak
 $Q_M = 269 + 210 + 7 = 486, Q_R = 70$

The location of each of the Scenarios above is plotted onto the copy of Figure A10 from AGRD4 below. The plotted point labelled B19 is for the right turn into Braund Road when there are 19 additional lots developed along Latham Road or Braund Road, the significance of which is described at Section 6.2 of this report.



Key points are:

- ... and BAL treatments.
- ... will have a CHR warrant when 19 new lots are developed along
- ... currently warrants CHR treatment, and that does not change with development of Wharparilla West. Further analysis is provided
- ... ay Valley Highway currently has a left turn provision warrant development of Wharparilla West that will clearly be in the AUL(S)

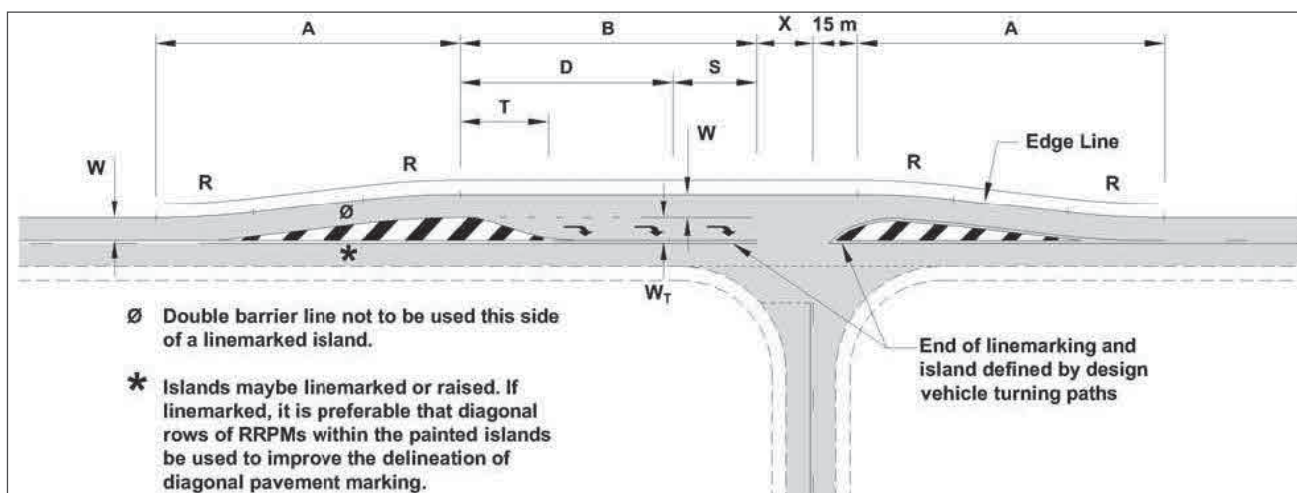
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Planning Team Leader
Date: 20/07/2020


6 Appropriate Treatments at External Intersections

6.1 New Murray Valley Highway Intersection

AGRD4 provides design parameters that should be used, with V100 speed. These are shown in the following diagram copied from the Guide.



Sidra analysis is used to determine the storage requirement “S” in the values above:



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Lane	Dist	Vols	S	K	V	Average Delay	Level of Service	95% Back of Queue		Lane Config	Lane Length	Cap. Adj.	Prob. Block.	
								Veh	Dist					
						sec			m	m	%	%		
SouthEast: MVHighway														
Lane 1		164	10.0	1831	0.090	100	4.2	LOS A	0.0	0.0	Full	500	0.0	0.0
Lane 2		60	10.0	9999	0.006	100	5.6	LOS A	0.0	0.0	Short	80	0.0	0.0
Approach		224	10.0		0.090		4.6	NA	0.0	0.0				
NorthEast: Wharparilla Drive														
Lane 1		166	10.0	1105	0.151	100	7.1	LOS A	0.6	4.6	Full	500	0.0	0.0
Approach		166	10.0		0.151		7.1	LOS A	0.6	4.6				
NorthWest: MVHighway														
Lane 1		339	10.0	1829	0.185	100	4.3	LOS A	0.0	0.0	Full	500	0.0	0.0
Approach		339	10.0		0.185		4.3	NA	0.0	0.0				
Intersection		729	10.0		0.185		5.0	NA	0.6	4.6				

PM Peak Hour Existing Traffic + 25% + Full Development vols

Lane Use and Performance													
	%	Util.	Average Delay	Level of Service	95% Back of Queue		Lane Config	Lane Length	Cap. Adj.	Prob. Block.			
					Veh	Dist							
	%		sec			m		m	%	%			
NorthEast: Wharparilla Drive													
Lane 1	97	10.0	1191	0.081	100	6.7	LOS A	0.3	2.4	Full	500	0.0	0.0
Approach	97	10.0		0.081		6.7	LOS A	0.3	2.4				
NorthWest: MVHighway													
Lane 1	266	10.0	1825	0.146	100	4.3	LOS A	0.0	0.0	Full	500	0.0	0.0
Approach	266	10.0		0.146		4.3	NA	0.0	0.0				
Intersection	855	10.0		0.186		4.8	NA	0.3	2.4				

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The intersection construction to full CHR standard is proposed with Stage 8, which includes the 43rd lot. Street lighting to the satisfaction of VicRoads should be included with the construction of the intersection. We do not support staged development of the intersection.

A further consideration is the minor street link to the existing Wharparilla Drive, proposed in Stage 9. That link is about 190 metres long, and should be constructed with 5 standard Watts Profile speed humps to ensure that use is minimal.

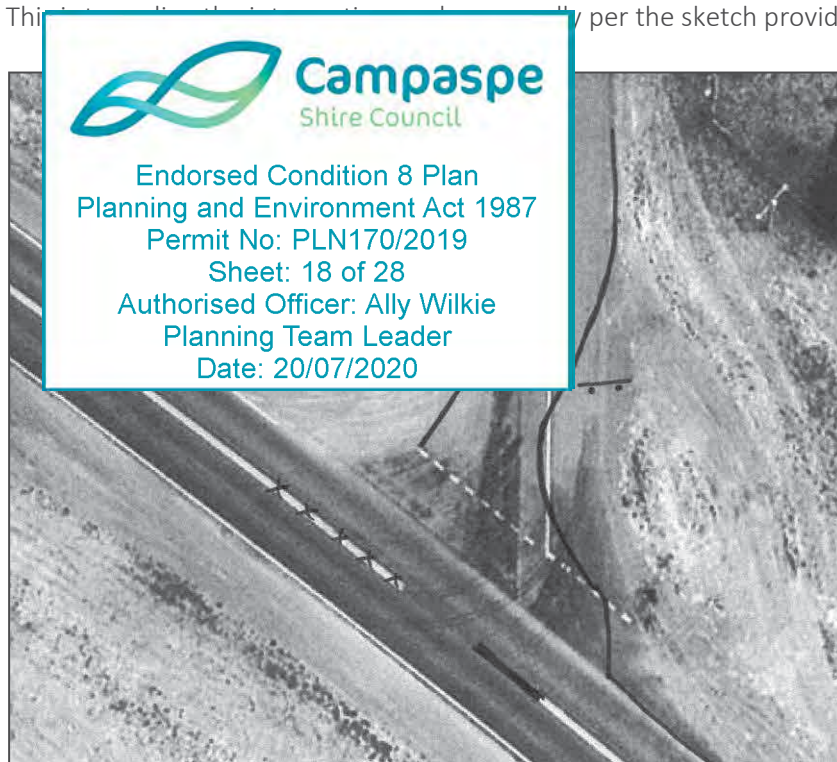
6.2 Braund Road and Murray Valley Highway Intersection

We are advised of existing safety problems at this intersection, and that there are periods when quite heavy traffic volumes are associated with use of recreational facilities on the river. The configuration of the intersection is definitively sub-standard, and no turning lanes are present.

From AustRoads Guide to Road Design Part 4 (AGRD4) it is clear that a CHR right turn lane will be warranted under that Guide at some point in the development of the land in the western part of the Wharparilla Drive West Development Plan area. There is no warrant for a left turn lane. If the advice we have received about recreational activity and associated traffic at the part of the Murray River where access is gained via Latham Road is correct, there may be a current warrant for a right turn lane, and VicRoads may carry out appropriate intersection works in advance of work being warranted consequent to the development.

Stage 1 of Braund Road Intersection Works

This work will be completed with the first stage of subdivision to create lots fronting either Braund Road or Latham Road, or otherwise arranged such that access will necessitate the use of Braund Road or Latham Road. Stage 7A contains 13 lots, and is the proposed first stage to generate traffic at the subject intersection.



This work will be completed with the first stage of subdivision to create lots fronting either Braund Road to Latham Road, or otherwise arranged such that access will necessitate the use of Braund Road or Latham Road. Stage 7A contains 13 lots, and is the proposed first stage to generate traffic at the subject intersection.

Stage 2 of Braund Road Intersection Works

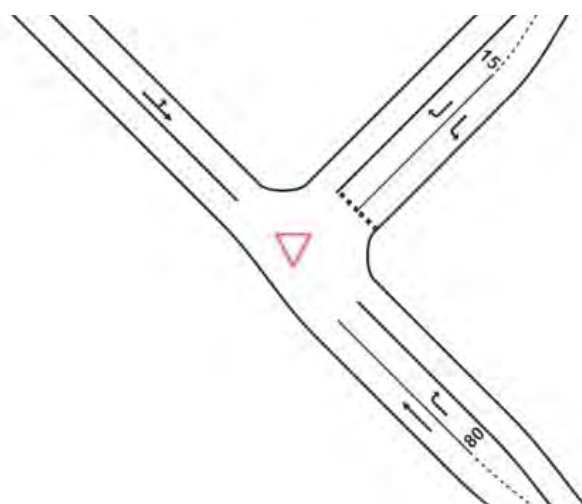
This will provide a CHR intersection arrangement per AustRoads Guide to Road Design Part 4, the same as is described at Section 6.1 of this report. This work will be completed in conjunction with any subdivision that creates the 19th lot to front either Braund Road or Latham Road, or any new street such that access will necessitate use of Braund Road or Latham Road. Stage 7B will, with Stage 7A, create the 19th lot to front Latham Road.

6.3 Existing Intersection Wharparilla Drive and Murray Valley Highway

As demonstrated at Section 5.3 this intersection currently has an AGRD4 warrant for CHR treatment. No change to that warrant will occur as a result of the proposed Wharparilla West development. To provide further basis for assessment of the impacts a Sidra analysis of PM peak hour conditions under base traffic and with full development traffic was undertaken. The results are tabulated below.

SITE LAYOUT

▽ Site: Wharparilla Drive & MVHighway




LANE SUMMARY

▽ Site: Wharparilla Drive & MVHighway

PM Peak Hour Existing Traffic + 25%

Lane Use and Performance													
	Demand Flows		Cap.	Deg. Satn	Lane Util.	Average Delay	Level of Service	95% Back of Queue		Lane Config	Lane Length	Cap. Adj.	Prob. Block.
	Total	HV						Veh	Dist				
	veh/h	% veh/h		v/c	%	sec			m		m	%	%
SouthEast: MVHighway													
Lane 1	273	10.0	1831	0.149	100	4.5	LOS A	0.0	0.0	Full	500	0.0	0.0
Lane 2	44	10.0	9999	0.004	100	5.6	LOS A	0.0	0.0	Short	80	0.0	0.0
Approach	317	10.0		0.149		4.7	NA	0.0	0.0				
NorthEast: Wharparilla Drive													
Lane 1	31	10.0	1271	0.024	100	6.4	LOS A	0.1	0.7	Full	500	0.0	0.0
Lane 2	4	10.0	1095	0.004	100	6.7	LOS A	0.0	0.1	Short	15	0.0	0.0
Approach	35	10.0		0.024		6.4	LOS A	0.1	0.7				
NorthWest: MVHighway													
Lane 1	213	10.0	1830	0.116	100	4.5	LOS A	0.0	0.0	Full	500	0.0	0.0
Approach	213	10.0		0.116		4.5	NA	0.0	0.0				
Intersection	564	10.0		0.149		4.7	NA	0.1	0.7				

PM Peak Hour Existing Traffic + 25% + Full Development vols

Lane Use and Performance													
	Traffic				Average Delay sec	Level of Service	95% Back of Queue		Lane Config	Lane Length m	Cap. Adj.	Prob. Block.	
	Vols	Vol. %	Veh	Dist m									
 <p>Endorsed Condition 8 Plan Planning and Environment Act 1987 Permit No: PLN170/2019 Sheet: 20 of 28 Authorised Officer: Ally Wilkie Planning Team Leader Date: 20/07/2020</p>													
South													
Lane	0				4.5	LOS A	0.0	0.0	Full	500	0.0	0.0	
Lane	0				5.6	LOS A	0.0	0.0	Short	80	0.0	0.0	
App					4.6	NA	0.0	0.0					
North													
Lane	0				7.0	LOS A	0.1	0.9	Full	500	0.0	0.0	
Lane 2	4	10.0	813	0.005	100	7.9	LOS A	0.0	0.1	Short	15	0.0	0.0
Approach	38	10.0		0.031		7.1	LOS A	0.1	0.9				
NorthWest: MVHighway													
Lane 1	342	10.0	1830	0.187	100	4.5	LOS A	0.0	0.0	Full	500	0.0	0.0
Approach	342	10.0		0.187		4.5	NA	0.0	0.0				
Intersection	917	10.0		0.266		4.7	NA	0.1	0.9				

As can be seen the queuing for the right turn entry is not affected to any significant degree, and will rarely occur anyway, which is also currently the case.

An application for a planning permit to subdivide land within the existing Wharparilla Drive precinct is imminent. An additional 70 lots will certainly attract a requirement for upgrading the intersection to full CHR standard, but there is no warrant under the subject application.

6.4 Intersections Carroll Road and Stratton Road with Murray Valley Highway

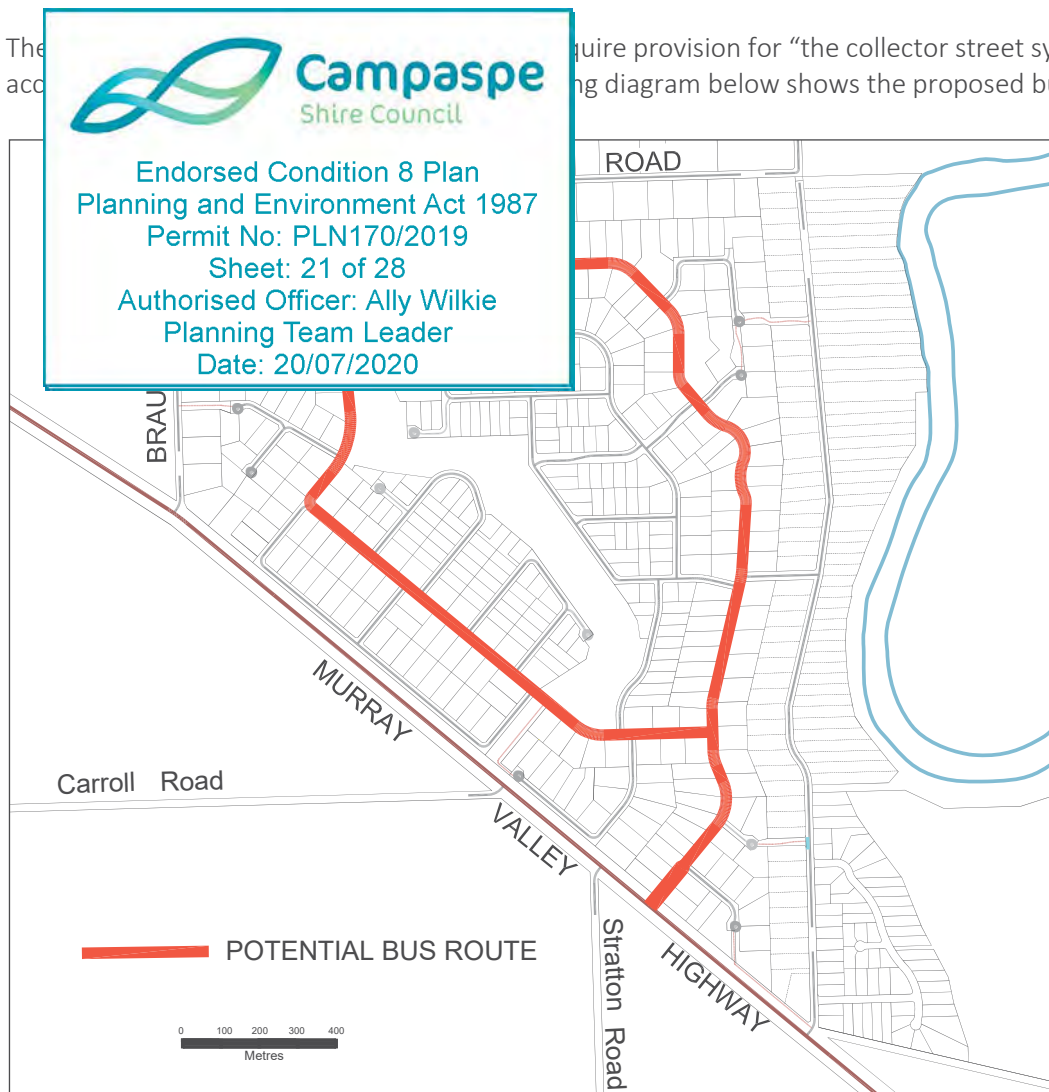
Stratton Road is unsealed and carries minimal traffic. No turning lanes are warranted under base traffic or base plus development traffic conditions.

Carroll Road intersection has a marginal warrant for AUL(s) at full development of Wharparilla West, per AGRD4. A permit condition requiring AUL(s) to be provided in conjunction with Stage 18 may not be unreasonable. Stage 18 is the first stage that will include lots not directly fronting Latham or Braund Roads, and which will generate traffic at Carroll Road associated with any more than those lots in Stage 7 (29 no.).

Development in Echuca West may also trigger an AGRD4 based warrant for the same AUL(s) treatment. If that is the case the Wharparilla West development should not be required to provide the AUL(s) treatment at Carroll Road intersection with Murray Valley Highway.

7 Bus Route

The [unclear] require provision for “the collector street system to be capable of [unclear] according to the diagram below shows the proposed bus route.



POTENTIAL BUS ROUTE

Appropriate space within the street reservation for bus stops will need to be allowed at Functional Layout stage. Stops should be located in consultation with PTV, and provided to an agreed program.

8 Provisions for Walking and Cycling External to Development

Pl

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relation to allowing for the opportunity to make a shared path undertaken by Chris Smith and Associates.

9

Murray Valley Highway

Ad

(from Section 4.1 of this report) to the Murray Valley Highway would take the year 2025 volumes out to around 7,600 vehicle movements per day. That is well inder the capacity of the existing configuration of the Murray Valley Highway.

10 Street Form Suitable for Development

10.1 General

The design intent is to present as much of the public space (streets) as is practical as a semi-rural form. This would be similar to the existing Wharparilla Drive or to the existing Fehring Lane development to the south of the Wharparilla Drive precinct. The photographs below show examples from both Wharparilla Drive and Fehring Lane.



These streets typically have 6 metres wide sealed surfaces, although the minor streets within the Fehring Lane development have seal width of about 5 metres.

Care needs to be taken with grassed shoulders and swale drainages where there is likely to be significant on-street parking demand, or where traffic volumes are higher and edge maintenance may become a significant issue.

Inspection of the predicted traffic volume diagram at section 4.2, in conjunction with the proposed lot dimensions, suggests the following:

- In the main entry area where daily traffic is likely to exceed around 1,000 vehicle movements, it is preferable that kerbed pavements be used,
- Away from the concentration of traffic swales should be appropriate because minimal demand for on-street parking is expected because almost all lots have frontage of more than 30 metres.
- In the R1Z area the lots are smaller than typical, and a more “urban” street form is recommended, with kerbing and underground drainage as necessary.

Campaspe Shire has adopted its “Infrastructure Design Manual” (IDM) for application to new subdivisions in the municipality.

10.2 Street Form Proposed

The diagrams on Chris Smith and Associates Drawing No. 17137/02 provide a suite of typical sections for the streets in the Development Plan, based on the provisions of the IDM. That drawing also shows the intended location of these street forms.

These street forms and locations comply with the IDM, but the following improvements would preferably be made:

- 6 metres carriageways in the urban condition would be better at 5.5 metres. That is because there is no trafficable advantage of 6 metres over 5.5 metres, so the extra pavement serves no practical purpose.
- 7.5 metres carriageways would be changed to 7.3 metres. No trafficable advantage is present with 7.5 metres over 7.3 metres, and the former is a waste of resources and space, and encourages higher vehicle speeds than are desirable.

Where 2-way traffic is proposed along a Murray Valley Highway edge street the Drawing appropriately notes that screening is to be provided.

11 Internal Street Intersections

All internal intersections are either isolated T junctions or staggered pairs of T junctions. The staggered junctions have carriageway offsets sufficient to ensure that the cross movements (if occurring) cannot be made in a single movement, and are located within the development such that virtually no cross movements will occur anyway.



12 Provisions for Non-Motorised Transport

The Development Plan incorporates a network of cycling or shared paths that will make very good connections with the regional strategy.

On street cycling shared with general traffic is appropriate because of the low traffic volumes on all streets, generally in accordance with AustRoads Part 14.

13 Summary and Conclusion

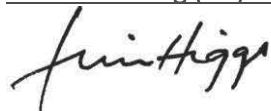
The Development Plan is an appropriate response to the requirements of Schedule 7 to the DPO in respect of traffic and transport facilities.

Appropriate planning permit conditions as relevant to this report are:

- The first stage of the upgrade of the Braund Road intersection at Murray Valley Highway is to be provided with Stage 7A of this development.
- The second stage of the upgrade, provision of CHR right turn treatment, is to be provided with Stage 7C, which includes the 19th lot with access via Braund Road.
- The link to Wharparilla Drive should be constructed to include 5 no. standard Watts Profile speed humps with appropriate restrictions to ensure that all vehicles need to pass over the humps when using the street.
- Full CHR and BAL treatments at the new intersection onto Murray Valley Highway are to be provided with the access as proposed in Stage 8. Staged development of the intersection is not allowed.
- The driveway for Lot 29 in Stage 7C shall be located as far north as possible.
- AUL(s) treatment at the Carroll Road intersection on Murray Valley Highway shall be provided in conjunction with Stage 18 of the development unless a warrant is generated by development in the Echuca West Precinct Structure Plan area.

Subject to the conditions and requirements described in this report there are no traffic engineering or related reasons why the sought approvals should be refused.

TTM Consulting (Vic) Pty Ltd



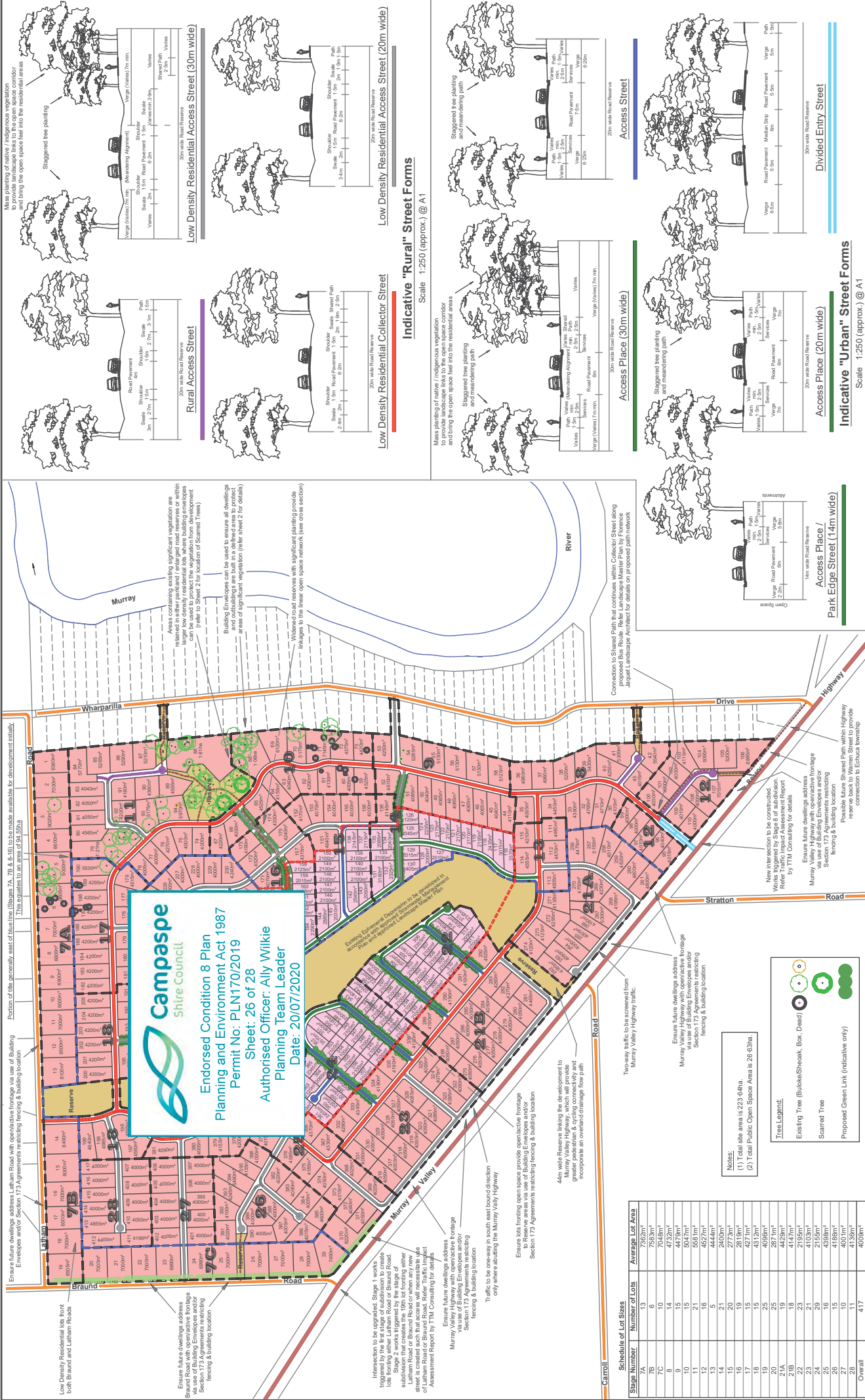
J. D. Higgs





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PENDIX A



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Date: 20/07/2020

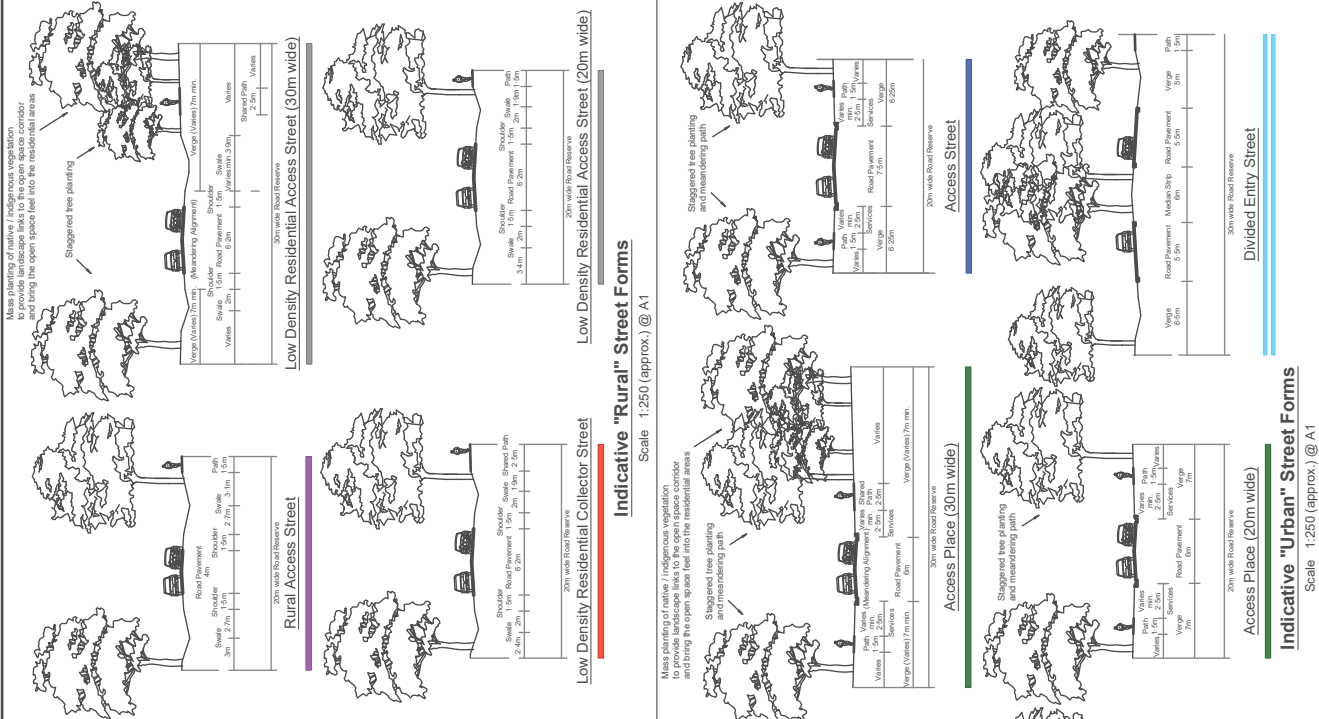
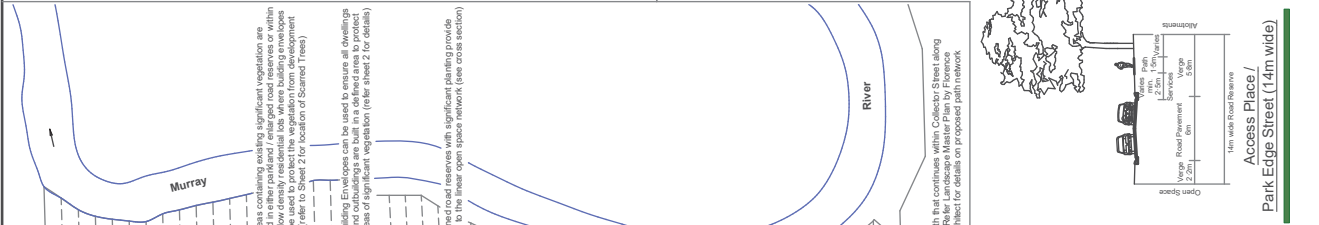
Stage Number	Number of Lots	Average Lot Area
7A	13	732m ²
7B	10	7048m ²
7C	10	4732m ²
8	14	4732m ²
9	15	4479m ²
10	15	5047m ²
11	21	657m ²
12	5	4444m ²
13	5	4444m ²
14	21	2430m ²
15	20	2733m ²
16	19	2818m ²
17	15	4277m ²
18	15	4277m ²
19	25	4092m ²
20	25	2871m ²
21A	19	4423m ²
21B	18	4147m ²
22	23	2195m ²
23	23	2195m ²
24	24	2155m ²
25	16	4398m ²
26	15	4186m ²
27	10	4001m ²
28	11	4139m ²
Overall	417	4003m ²

Notes:
(1) Total site area is 223.64ha.
(2) Total Public Open Space Area is 26.63ha.



Notes:
(1) Stages 1 to 6 inclusive are existing stages and are not noted on this plan.
(2) Lot boundaries are indicative only and are subject to amendment.
(3) Areas are approximate only and are subject to survey.

REVISION	DATE	ZONE
1	28/04/18	-



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Drawn: Col Rogers
Checked: Gary Stagebarger
Approved: Gary Stagebarger

22nd November, 2016
6th October, 2017
17/370 (V1) (ong)

F. & C. Millar
"Wharparilla Estate"
Murray Valley Highway
Echuca West
"Wharparilla Drive West Development Plan"
Plan of Proposed Subdivision (Stage 7A onwards)
Drawing No. 17/37/02
Rev. 1

Legend:
Existing Primary Arterial Road
Existing Rural Road
Proposed Divided Entry Street
Proposed Low Density Residential Collector Street
Proposed Rural Access Street
Proposed Access Street
Proposed Access Place / Park Edge Street
Proposed Shared Path

Legend:
Residential Zone (RZ)
Low Density Residential Zone (LDRZ)
Public Open Space
Zone Boundary
Development Boundary
Stage Boundary

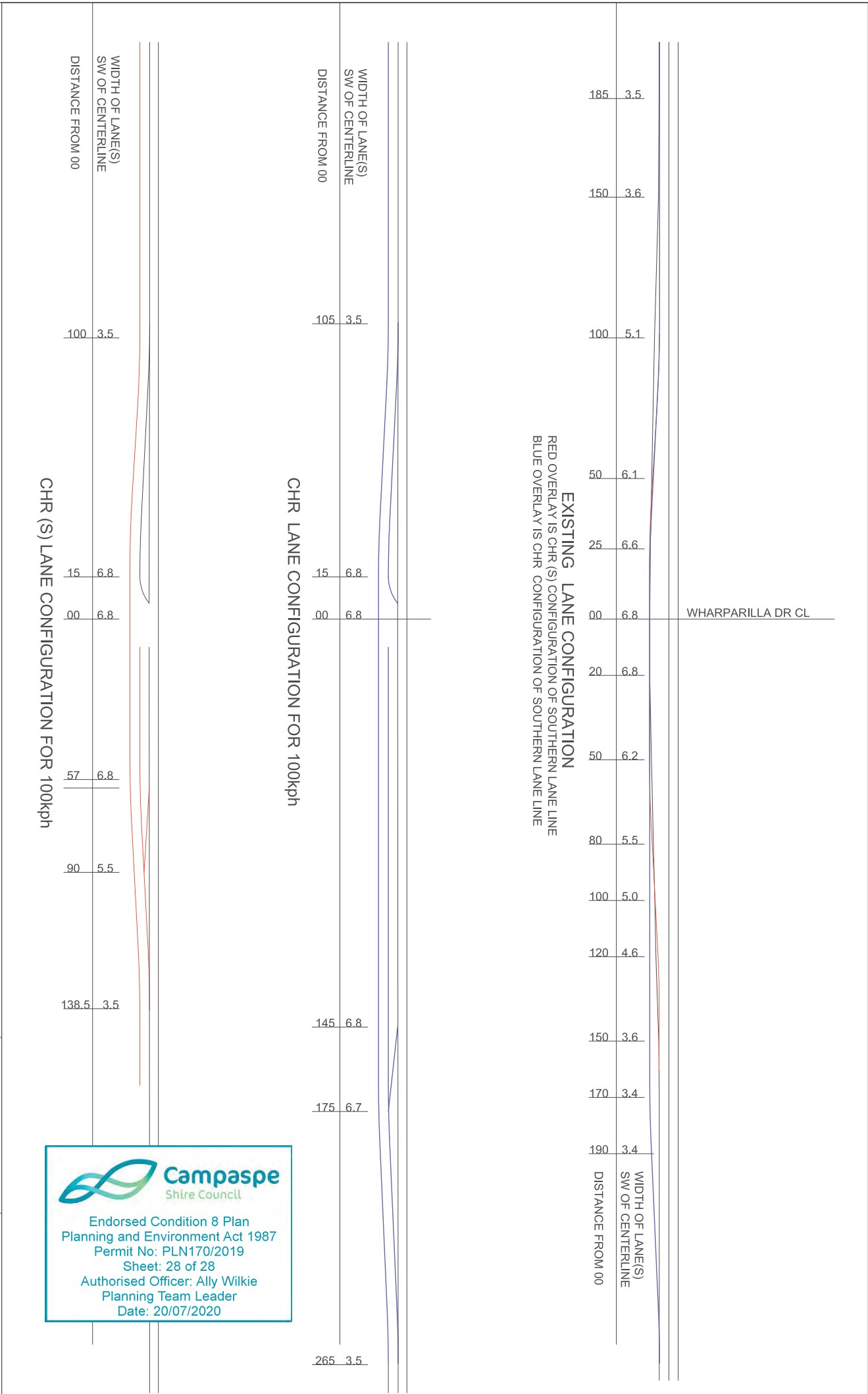
Document Set ID: 2758352
Version: 1, Version Date: 20/07/2020

APPENDIX B



Issue/ Appd	Date	Comments
A	JH 15/11/18	Original Issue

Note: The lane widths for the existing conditions are taken from Nearmap Images and should be verified by survey before being used for any purpose other than initial planning.



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Intersection Wharparilla Drive and Murray Valley Highway
Comparison of Existing CHR standard per AustRoads

Scale
1:1,250 @ A3

Drawing No : 8545910
Sheet No : 1 Issue : A

Bushfire Management Statement

Wharparilla West Development Plan

Echuca



November 2019

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Planning Team Leader
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Bushfire Management Statement Wharparilla West Development Plan, Echuca

November 2019

Report by Julian Drummond

PRACTICAL ECOLOGY Pty Ltd

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PE project number: MIL2630
PE file location: R:\Campaspe\Wharparilla Dve, Echuca
2018\Wharparilla West Development
Plan

Version	Date	Author	Reviewer:	Version notes
0.0	26/06/2018	Julian Drummond	Lincoln Kern	Pre-draft internal review
0.1	29/06/2018	Julian Drummond	Frank Millar Gary Steigenberger Chris Smith	Draft for client review
1.0	20/07/2018	Julian Drummond	Frank Millar Gary Steigenberger Chris Smith	Final for submission
1.1	31/10/2019	Julian Drummond	Marty White	Updated in response to comments from the CFA and
2.0	6/11/2019	Julian Drummond		revision

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ogy Pty Ltd. It is sought prior to document.

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1. INTRODUCTION

Practical Ecology Pty Ltd was commissioned by Gary Steigenberger from Chris Smith and Associates on behalf of Frank Millar to prepare a Flora and Fauna Assessment, Native Vegetation Impact Assessment and Bushfire Management Statement for the Wharparilla West Development Projects which intends to subdivide a large area of pasture, agricultural structures and vegetation into residential lots, internal roads and reserve areas. This site is located north-west of the Township of Echuca along the Murray Valley Highway and west of the Murray and Campaspe Rivers.

The Flora and Fauna Assessment, Native Vegetation Impact Assessment and Vegetation Management Plan are being addressed in a separate report and as the site is partially within the Bushfire Management Overlay; this overlay and Clause 13.02 require a full assessment of bushfire risk which will be provided by this report.

1.1. Application details

Municipality:	Campaspe
Property Address	Wharparilla West Development Project
Applicant/Owner Name	Frank Millar
Zoning	<ul style="list-style-type: none"> • General Residential Zone (GRZ) • Low Density Residential Zone LDRZ)
Overlays	<ul style="list-style-type: none"> • Bushfire Management Overlay (BMO) (north-east corner of the site only); <ul style="list-style-type: none"> ◦ Schedule 1 (BMO1) (a smaller section within the BMO area on the site) • Development Plan Overlay – Schedule 7 (DPO7); and • Land Subject to Inundation Overlay (LSIO) (around wetland areas through the centre of the site). <p>The entire site is within a Bushfire Prone Area.</p>
Application for:	Subdivision (more than 10 lots)

1.1 Subject site

The subject site is displayed on Map 1.

The site is approximately 223.57 ha of farmland on the northern side of the Murray Valley Highway approximately 2km north-west of the Township of Echuca. The site also has Braund Rd adjacent to the western boundary and Latham Rd adjacent to the northern boundary. Wharparilla Drive is adjacent to the eastern boundary but is separated from the site by occupied lots. The site is bounded to the southern and northern boundaries through gates adjacent to the southern and northern boundaries.



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1.2 Application requirements

Clause 44.06 details the application requirements to address the BMO. Unless a schedule to Clause 44.06 – Bushfire Management Overlay specifies a different requirement, an application under the BMO must be accompanied by:

- A **bushfire hazard site assessment** including a plan that describes the bushfire hazard within 150 metres of the proposed development. The description of the hazard must be prepared in accordance with Sections 2.2.3 to 2.2.5 of AS3959:2009 Construction of buildings in bushfire prone areas (Standards Australia) excluding paragraph (a) of section 2.2.3.2. Photographs or other techniques may be used to assist in describing the bushfire hazard.
- A **bushfire hazard landscape assessment** including a plan that describes the bushfire hazard of the general locality more than 150 metres from the site. Photographs or other techniques may be used to assist in describing the bushfire hazard. This requirement does not apply to a dwelling that includes all of the approved measures specified in Clause 53.02–3.
- A **bushfire management statement** describing how the proposed development responds to the requirements in this clause and Clause 44.06. If the application proposes an alternative measure, the bushfire management statement must explain how the alternative measure meets the relevant objective.

If in the opinion of the responsible authority any part of these requirements is not relevant to the assessment of an application, the responsible authority may waive, vary or reduce the requirement.

Clause 53.02 – Bushfire Planning details the objectives, approved measures, alternative measures and decision guidelines to be met under the BMO and is divided into three sections (Clause 53.02–3, 4 and 5). Clause 53.02–3 applies to an application to construct a single dwelling or construct or carry out works associated with a single dwelling if all the following requirements are met:

- The land is zoned Neighbourhood Residential Zone, General Residential Zone, Residential Growth Zone, Urban Growth Zone, Low Density Residential Zone, Township Zone or Rural Living Zone.
- There is only one dwelling on the lot.
- The application meets all the approved measures contained in Clause 53.02–3.

Clause 53.02–4 applies to all other applications and Clause 53.02–5 contains the tables with site specific requirements (to be determined through site assessment and evaluation of Clause 53.02–3 or 4).

Schedule 1 of the BMO which applies to a small section of the site within the BMO details the ‘Echuca, Rushworth BAL–12.5 Areas’. Within this schedule of the BMO, the following requirements must be met for single dwellings within a lot:

- The dwelling must be constructed to BAL–12.5
- Defendable space is to be provided for 30 metres around the dwelling or to the property boundary, whichever is the lesser and maintained in accordance with the requirements of Clause 53.02 with the following variations:
 - The canopy of trees must be separated from the dwelling by a minimum of 1.5 metres
- A static water supply must be provided in accordance with the requirements of Clause 53.02
- Vehicle access must be provided in accordance with the requirements of Clause 53.02



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If these requirements are not met, the requirements of Clause 53.02 apply.

Considering that such a small area of the site is covered by the BMO, most of the site does not need to meet with the requirements of Clause 53.02. Clause 13.02 – Bushfire details bushfire safety strategies designed to prioritise human life. Under this Clause, applications within a Bushfire Prone Area must be considered at the planning level if the development includes one or more of the following:

- Subdivisions of more than 10 lots.
- Accommodation.
- Childcare centre.
- Education centre.
- Emergency services facility.
- Hospital.
- Indoor recreation facility.
- Major sports and recreation facility.
- Place of assembly.
- Any application for development that will result in people congregating in large numbers.

Relevance to proposal

As this application is for a residential subdivision; Clause 53.02–4 will be applied. An application must be accompanied by a bushfire management plan that:

- Shows all of the required bushfire protection measures specified,
- Includes written conditions that implement the required bushfire protection measures,
- Identifies water supply including the location of any fire hydrant within 120 metres of the rear of the building, and
- Details vehicle access.

Since most of the site is outside of the BMO, only two of the proposed lots will need to meet the requirements of the Bushfire Management Plan detailed above (Lots 1 and 84). However, as this application is for a subdivision of more than 10 lots; bushfire risk must be considered at the planning level so this report will assess the bushfire risk for the entire property to meet this requirement. The other strategies of Clause 13.02 will also be addressed.

Finally, the area within the Bushfire Management Overlay also includes a schedule which covers one of the two lots within the BMO (Lot 84). The altered/additional requirements of this schedule will therefore be applied to this lot only if appropriate.



2. BUSHFIRE HAZARD SITE ASSESSMENT

The bushfire hazard site assessment documents the bushfire hazard on and near the site. Map 1 provides an overview of the subject site, including the land within 150 metres of site.

2.1 Site shape, dimensions and size

The shape of the site is:	Irregular triangle
The dimensions of the site are:	~2,100m x ~1,500m x ~2,000m
The site has a total area of:	~223.5 ha

2.2 Planning controls

The zoning of the site is:	<ul style="list-style-type: none"> • General Residential Zone (GRZ) • Low Density Residential Zone LDRZ)
The planning scheme overlays that apply to the site are:	<ul style="list-style-type: none"> • Bushfire Management Overlay (BMO) (north-east corner of the site only); <ul style="list-style-type: none"> ◦ Schedule 1 (BMO1) (a smaller section within the BMO area on the site) • Development Plan Overlay – Schedule 7 (DPO7); and • Land Subject to Inundation Overlay (LSIO) (around wetland areas through site centre).

2.3 Existing use and development on the site

The current use of the site	Pasture, grazing and storage
The buildings or works located on the site are:	There are shearing sheds, sheep pens and associated infrastructure midway along the eastern boundary along with stacked piles of scrap metal, wood and other hard rubbish. There is also a hayshed and associated infrastructure midway along the northern boundary and access tracks connecting the existing infrastructure and connecting it to public roads. There is a boundary fence around the site and gates/access along the northern, eastern and southern boundaries.

2.4 Existing access and utilities

Roads and access	The Murray Valley Highway runs along the southern boundary of the site with access through a single gate, Braund Road runs along the western boundary with no access, Latham Road runs along the northern boundary with access through a single gate and Wharparilla Drive runs along the eastern boundary with access through a single gate. It should also be noted that there is a boundary fence around the site and gates/access along the northern, eastern and southern boundaries.
Power	The site will be connected to the power network.
Water	The site will be connected to the water network.



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Nearest fire hydrant	There are no fire hydrants available to the site in the adjacent landscape.
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2.5 Adjacent land

The site and adjacent landscape is displayed on Map 2 and Figure 1 below.

The adjacent landscape to the south and west is cleared farmland and pasture similar to the site. There are a row of cleared paddocks and low density residential lots north of the site before reaching more vegetated areas managed by Parks Victoria around the Murray River. The land east of the site around Wharparilla Drive is residential with lots extending right to the river. There is also more vegetated terrain south-east of the site around the Murray and Campaspe Rivers before reaching the Township of Echuca approximately 2km to the south-east.

The majority of the land south of the site is Farming Zone (FZ), the site and the Township of Echuca to the south-east is primarily General Residential Zone (GRZ) with the township containing a variety of other zones and the areas around the Murray River are a mixture of Rural Activity Zone (RAZ), Public Conservation and Resource Zone (PCRZ), Public Park and Recreation Zone (PPRZ) and Urban Floodway (UFZ). The Bushfire Management Overlay (BMO) covers the vegetated areas around the Murray, the Design Plan Overlay (DPO) covers the site and area between the site and Murray River to the east and the Land Subject to Inundation Overlay (LSIO) follows various waterways off the Murray to the south.

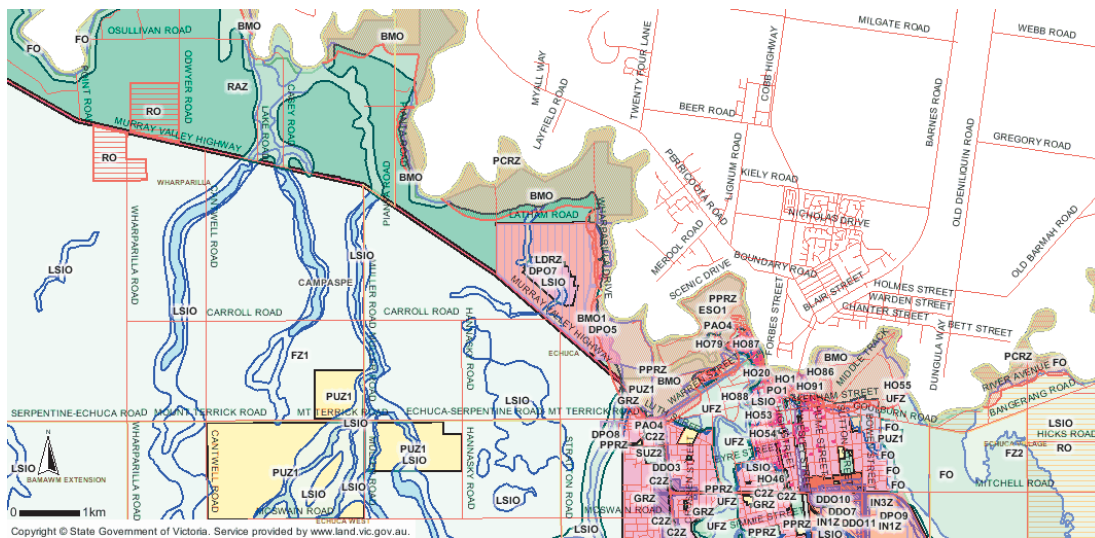


Figure 1. Surrounding land zoning and overlays

2.6 Vegetation and topography

Refer to Map 3 for the results of the vegetation and slope assessment as per AS3959-2009.

Table 1. Bushfi

Direction	North	Gr
Vegetation type	Grassland	Gr
Effective slope (up/down)	Flat	
Effective slope (degrees)	N/A	



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North-West
Woodland
Flat
N/A

The site is on flat terrain with some minor depressions around the existing waterway/wetlands running through the centre of the site. The vegetation as per AS3959 within 150m of the site consists of Grassland onsite and on the adjacent paddocks to the north, east, south and west, a patch of Woodland vegetation on the property north-west of the site near the corner of Braund and Latham Roads and Low Threat areas on the residential lots along Wharparilla Road and within the road reserves surrounding the site.

2.6.1 Grassland

Grassland vegetation as per AS3959–2009 is found across the entire site and on the adjacent paddocks to the north, east, south and west (see Figure 2 and Figure 3). There are some scattered patches of trees and areas of residential development or garden with more vegetation but the canopy coverage is less than 10% overall and these areas can be considered small enough not to impact the assessment.

The paddocks to the west of the site and onsite have been recently ploughed and burnt so they can be considered Low Threat at present (see Figure 4 and Figure 5). These are expected to regenerate however and will be considered Grassland in the immediate future. It is unknown if the western paddocks will later be scheduled for development but they will most likely be used for pasture in the meantime and will keep the Grassland classification for this assessment.



Figure 2. Grassland vegetation north of the site



Figure 3. Grassland vegetation west of the site



Figure 4. Cleared paddocks east of the site



facing south



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2.6.2 Woodland

There is a small patch of vegetation north-west of the site which has canopy cover too dense to be considered Grassland. The trees within this patch are well separated and there appears to be minimal understory fuels present so it is safe to consider this area Woodland as per AS3959–2009. This patch is on the opposite corner of Braund and Lathams Road and extends further west (see Figure 6 and Figure 7).



Figure 6. Woodland vegetation at the corner of Braund and Lathams Road



Figure 7. Woodland vegetation extending further west from the site

2.6.3 Low Threat

Areas considered Low Threat as per AS3959–2009 are managed to a minimal fuel level with reasonable assurance that this management will continue into the immediate future. Despite the burning and ploughing observed onsite and in the surrounding paddocks, these are being managed as pasture and cannot be considered Low Threat (see Grassland above). Areas with continual minimum fuel load management within 150m of the site include the road reserves around the Murray Valley Highway, Braund and Lathams Road and Wharparilla Drive (see Figure 8) and the residential lots east of the site around Wharparilla Drive (see Figure 9).



Figure 8. Low Threat areas around Wharparilla Drive



Figure 9. Residential lots east of the site around Wharparilla Drive



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3. BUSHFIRE HAZARD LANDSCAPE ASSESSMENT

The bushfire hazard landscape assessment provides information on the bushfire hazard more than 150 m away. This information is presented in Map 4 and discussed further below.

3.1 Landscape

The wider landscape is displayed in Map 4 and Figure 10 below.

The wider surrounding landscape is flat and is predominantly farmland. The Townships of Echuca and Moama are less than 5km east of the site and are the largest urban areas within the surrounding landscape. Other smaller townships include Wharparilla (~7km north-west of the site), Echuca West (~10km south of the site) and the Bamawn Extension (~15km south-west of the site). The Murray River runs east to west approximately 600m north of the site and is surrounded by native vegetation and some residential and recreational development. The Campaspe River attaches to the Murray River approximately 1 km east of the site and extends south.

The vegetation surrounding the Murray River is a thin band around the waterway before widening around the Perricoota State Forest and Gunbower National Park to the west of the site and the Moira and Barmah National Parks to the north-east of the site. The vegetation around the Murray River in areas adjacent to the site is managed by Parks Victoria, the NSW National Parks and Wildlife Service and private landowners.



Figure 10



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3.2 Bushfire history

The recent bushfire history for Victoria and the planned burn records performed by the Department of the Environment, Land Water and Planning (DELWP) are shown on Map 4.

There has been two small bushfires in the vegetation surrounding the Murray River; one in 2000 in the Gunbower National Park north-west of the site and almost adjacent to the site to the north of the Murray Valley Highway in 2001. There have also been some small planned burns north of Echuca in 2006 and 2010 but no other records in the surrounding landscape.

3.3 Bushfire scenario

During bushfire season; fires are propelled by powerful north-westerly winds before a south-westerly change occurs. These south-westerlies are usually cooler and more humid as they approach from over the southern ocean but considering the site is more than 250km from the coast, these winds will remain hot for a considerable period and will result in bushfires of equal intensity as those approaching from the north.

Despite these circumstances, the bushfire risk to the site is very low. A grassfire can potentially approach the site from the south-west but it would have to cross large areas of managed farmland where it can be contained. It would also be separated from the site by the Murray Valley Highway and would therefore only threaten the site via ember attack.

A bushfire within the Gunbower National Park would be pushed towards the site by prevailing winds but would have minimal vegetation to move through so it would be highly unlikely to reach the site. The site is also well separated from the vegetation surrounding the river by roads and adjacent residential properties to the north. The grassland to the west of the site could potentially carry a bushfire from further north-west but there is adequate separation from the site from across Braund Road. Therefore, as with bushfire approaching from the south-west, the only threat from bushfire approaching the site is from ember attack.

3.4 Shelter and refuge options

Residents can potentially seek refuge onsite once the development is complete due to the low risk from the landscape and the fact that this development will result in the site becoming an urban area. But if evacuation is desired, the Echuca Neighbourhood Safer Place is on the Echuca South Recreation Oval. This can be reached by heading east along the Murray Valley Highway for 1.5km, turning right and following the Murray Valley Highway south for 1.1km, turning left at the roundabout and heading east for 2km before reaching the reserve (approximately 10 minutes travel by car). Other areas within the Township of Echuca or Moama can also be used as refuges.



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3.5 Landscape typology

Planning Practice Note 65 provides a typology of bushfire landscapes. The landscape around the subject site is probably best placed within landscape Type 2 with some elements of Type 3 but not enough to consider it as this landscape type. The pasture surrounding the site is considered Grassland but it covers too much of the surrounding landscape to be considered Type 1. Bushfire can potentially approach from more than one aspect and while the site is on the edge of a large township, it is not considered within it which classifies it as Type 3.

The surrounding pasture cannot be considered managed to minimal fuel conditions but it is managed and controlled. The site is also directly adjacent to the Murray Valley Highway and is less than 10 minutes from the Township of Echuca so access to a place which provides shelter from bushfire is readily available. The chances of bushfire reaching the site are also extremely low which is why we are considered this a Type 2 landscape over a Type 3.

Table 2. Landscape typology as presented in Planning Practice Note 65 (DTPLI 2014)

Type 1	Type 2	Type 3	Type 4
<ul style="list-style-type: none"> - There is little vegetation beyond 150 metres of the site (except grasslands and low-threat vegetation). - Extreme bushfire behaviour is not possible. - The type and extent of vegetation is unlikely to result in neighbourhood scale destruction of property. - Immediate access is available to a place that provides shelter from bushfire. 	<ul style="list-style-type: none"> - The type and extent of vegetation located more than 150 metres from the site may result in neighbourhood-scale destruction as it interacts with the bushfire hazard on and close to a site. - Bushfire can only approach from one aspect and the site is located in a suburban, township or urban area managed in a minimum fuel condition. - Access is readily available to a place that provides shelter from bushfire. This will often be the surrounding developed area. 	<ul style="list-style-type: none"> - The type and extent of vegetation located more than 150 metres from the site may result in neighbourhood-scale destruction as it interacts with the bushfire hazard on and close to a site. - Bushfire can approach from more than one aspect. - The site is located in an area that is not managed in a minimum fuel condition. - Access to an appropriate place that provides shelter from bushfire is not certain. 	<ul style="list-style-type: none"> - The broader landscape presents an extreme risk. - Evacuation options are limited or not available.



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4. BUSHFIRE RISK ASSESSMENT

Although this residential subdivision only has three proposed lots within the BMO (Lots 1 and 84), Clause 13.02 requires a more detailed bushfire risk assessment. This report is designed to be used for each development stage of the proposed subdivision by evaluating bushfire risk for the entire site as per Clause 13.02. The bulk of this report responds to the clause with the details below providing information on the relevant sections and other areas the report has not included.

The objective of Clause 13.02 is to strengthen the resilience of settlements and communities to bushfire through risk-based planning that prioritises the protection of human life. This policy must be applied to all planning and decision making under the Planning and Environment Act 1987 relating to land which is:

- Within a designated bushfire prone area;
- Subject to a Bushfire Management Overlay; or
- Proposed to be used or developed in a way that may create a bushfire hazard.

The strategies of this clause are presented in detail below:

4.1 Protection of Human Life

Protection of Human Life

Give priority to the protection of human life by:

- Prioritising the protection of human life over all other policy considerations.
- Directing population growth and development to low risk locations and ensuring the availability of, and safe access to, areas where human life can be better protected from the effects of bushfire.
- Reducing the vulnerability of communities to bushfire through the consideration of bushfire risk in decision-making at all stages of the planning process.

Proposal meets measure Yes No N/A

The development of this report is enough to show that human life is being prioritised over other policy considerations. As the site is only partially within the BMO, only the three lots affected technically need to provide bushfire protection measures at the planning stage but this assessment and the subsequent requirements are being applied over the entire site to ensure bushfire poses little to no risk. The plans have also been reviewed and the proper precautions have been taken to reduce the vulnerability of this community to bushfire.

This development will also be well separated from areas of higher bushfire risk (forested areas around the Murray River and less managed pasture areas further south), is connected to an existing developed area (Wharparilla Drive) and will become a large urban area once full developed. Therefore, creating this low risk urban area in a low risk landscape will assist in directing population growth to lower risk areas which can be more easily protected.



4.2 Bushfire hazard identification and assessment

Bushfire hazard identification and assessment

Identify bushfire hazard and undertake appropriate risk assessment by:

- Applying the best available science to identify vegetation, topographic and climatic conditions that create a bushfire hazard.
- Considering the best available information about bushfire hazard including the map of designated bushfire prone areas prepared under the Building Act 1993 or regulations made under that Act.
- Applying the Bushfire Management Overlay in planning schemes to areas where the extent of vegetation can create an extreme bushfire hazard.
- Considering and assessing the bushfire hazard on the basis of:
 - Landscape conditions – meaning the conditions in the landscape within 20 kilometres and potentially up to 75 kilometres from a site;
 - Local conditions – meaning conditions in the area within approximately 1 kilometre from a site;
 - Neighbourhood conditions – meaning conditions in the area within 400 metres of a site; and,
 - The site for the development.
- Consulting with emergency management agencies and the relevant fire authority early in the process to receive their recommendations and implement appropriate bushfire protection measures. Ensuring that strategic planning documents, planning scheme amendments, planning permit applications and development plan approvals properly assess bushfire risk and include appropriate bushfire protection measures.
- Not approving development where a landowner or proponent has not satisfactorily demonstrated that the relevant policies have been addressed, performance measures satisfied or bushfire protection measures can be adequately implemented.

Proposal meets measure

Yes

No

N/A

The bushfire hazards identified via the vegetation and topography are presented in Section 2.6 and the potential bushfire scenarios based on this assessment and climatic conditions are presented in Section 3.3. Sections 2 and 3 also detail the site and landscape conditions respectively. The Bushfire Prone Area covers the entire site (see Figure 11) while the BMO only covers the north-east corner. The requirements of the BMO (Clause 53.02) are therefore being applied to the entire site as a standard for assessing bushfire risk and to meet this assessment requirement (see Section 5). The CFA have also been consulted in regards to the project to ensure this assessment is appropriate and we hope that this report is a subsequent demonstration of the landowner's commitment to bushfire safety.

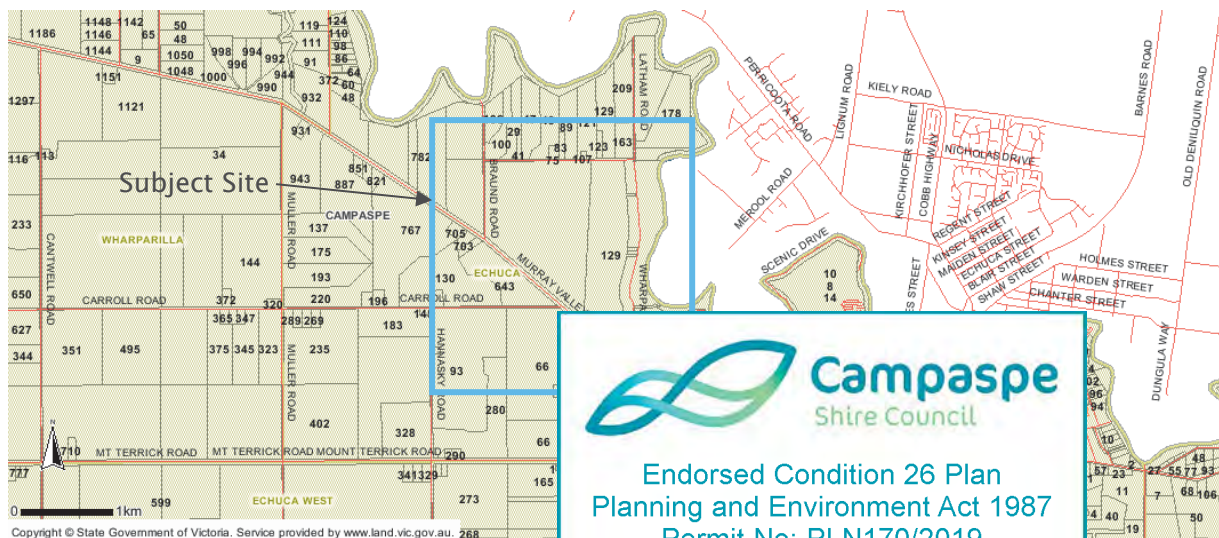


Figure 11



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4.3 Settlement planning

Settlement Planning

Plan to strengthen the resilience of settlements and communities and prioritise protection of human life by:

- Directing population growth and development to low risk locations, being those locations assessed as having a radiant heat flux of less than 12.5 kilowatts/square metre under AS 3959–2009 Construction of Buildings in Bushfire-prone Areas (Standards Australia, 2009).
- Ensuring the availability of, and safe access to, areas assessed as a BAL-LOW rating under AS 3959–2009 Construction of Buildings in Bushfire-prone Areas (Standards Australia, 2009) where human life can be better protected from the effects of bushfire.
- Ensuring the bushfire risk to existing and future residents, property and community infrastructure will not increase as a result of future land use and development.
- Achieving no net increase in risk to existing and future residents, property and community infrastructure, through the implementation of bushfire protection measures and where possible reduce bushfire risk overall.
- Assessing and addressing the bushfire hazard posed to the settlement and the likely bushfire behaviour it will produce at a landscape, settlement, local, neighbourhood and site scale, including the potential for neighbourhood-scale destruction.
- Assessing alternative low risk locations for settlement growth on a regional, municipal, settlement, local and neighbourhood basis.
- Not approving any strategic planning document, local planning policy, or planning scheme amendment that will result in the introduction or intensification of development in an area that has, or will on completion have, more than a BAL-12.5 rating under AS 3959–2009.

Proposal meets measure Yes No N/A

This strategy, we feel, is not relevant as the site has already been zoned as General Residential Zone and Low-Density Residential Zone and is within a Development Plan Overlay schedule specific to this site so we feel Settlement Planning strategies have already been applied.

If these strategies do have to be applied, the proposed development will result in an urban area with BAL-12.5 possible on all lots (see Section 5.6.1) with the site’s interior being able to provide a BAL-LOW rating under AS3959–2009. This development will remove a large area of pasture and create a barrier of developed land between bushfire risks from the north-west and developed areas within the Township of Echuca to the east, thus lowering the bushfire risk to adjacent communities.

4.4 Areas of high biodiversity conservation value

Areas of high biodiversity conservation value

Ensure settlement growth and development approvals can implement bushfire protection measures without unacceptable biodiversity impacts by discouraging settlement growth and development in bushfire affected areas that are of high biodiversity conservation value.

Proposal meets measure Yes No N/A

A separate report has been developed by Practical Ecology (‘Flora and Fauna Assessment and Native Vegetation Impact Assessment’, Practical Ecology, 2018). An area of indigenous woodland reserve areas without increasing the bushfire risk. To make use of recorded wetlands onsite, this will require surrounding wildlife without increasing bushfire risk.



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site (‘Flora and Fauna Assessment and Native Vegetation Impact Assessment’, Practical Ecology, 2018). An area of indigenous woodland reserve areas without increasing the bushfire risk. To make use of recorded wetlands onsite, this will require surrounding wildlife without increasing bushfire risk.

4.5 Use and development control in a Bushfire Prone Area

Use and development control in a Bushfire Prone Area

In a bushfire prone area designated in accordance with regulations made under the Building Act 1993, bushfire risk should be considered when assessing planning applications for the following uses and development:

- **Subdivisions of more than 10 lots.**
- Accommodation.
- Child care centre.
- Education centre.
- Emergency services facility
- Hospital.
- Indoor recreation facility.
- Major sports and recreation facility.
- Place of assembly.
- Any application for development that will result in people congregating in large numbers.

When assessing a planning permit application for the above uses and development:

- Consider the risk of bushfire to people, property and community infrastructure.
- Require the implementation of appropriate bushfire protection measures to address the identified bushfire risk.
- Ensure new development can implement bushfire protection measures without unacceptable biodiversity impacts.

Proposal meets measure	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
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The bulk of this report is dedicated to these considerations and a separate report has been developed to address any biodiversity impacts ('Flora and Fauna Assessment and Native Vegetation Impact Assessment, Wharparilla West Development Plan, Echuca', Practical Ecology, 2018)

4.6 Policy guidelines

Policy guidelines

Planning must consider as relevant:

- Any relevant approved State, regional and municipal fire prevention plan.
- AS 3959-2009 Construction of Buildings in Bushfire-prone Areas (Standards Australia, 2009).
- Building in bushfire-prone areas – CSIRO & Standards Australia (SAA HB36- 1993, May 1993).
- Any Bushfire Prone Area map prepared under the Building Act 1993 or regulations made under that Act.

Proposal meets measure	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
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See Section 5 for a full response the Clause 53.02 and AS3959-2009. Other policy considerations relevant to this application will be identified by the governing and referral authorities and will be responded to accordingly.



5. BUSHFIRE MANAGEMENT STATEMENT

This section describes how the proposed development responds to the requirements in Clause 53.02–4 and Clause 44.06.

5.1 Definition of objectives and measures

To fulfil the purpose and allow application of Clause 53.02 of the Planning Scheme, objectives, measures to address the objectives, and decision guidelines are detailed within the Clause. These are defined below:

- **Objectives.** An objective describes the outcome that must be achieved in a completed development.
- **Approved measures (AM).** An approved measure meets the objective.
- **Alternate measures (AltM).** An alternative measure may be considered where the responsible authority is satisfied that the objective can be met. The responsible authority may consider other unspecified alternative measures.
- **Decision guidelines.** The decision guidelines set out the matters that the responsible authority must consider before deciding on an application, including whether any proposed alternative measure is appropriate.

A schedule to Clause 44.06 may specify substitute approved measures, additional alternative measures and additional or substitute decision guidelines.

A substitute approved measure specified in a schedule to Clause 44.06 substitutes the applicable approved measure contained in this clause.

5.2 Development proposal

The owners are proposing to subdivide the property into 403 residential lots with a reserve in the north–east corner and a drainage reserve around the existing waterway running through the centre of the site from the northern boundary to the south–west boundary. These lots will be accessed by an internal road network accessing the Murray Valley Highway, Braund Rd, Latham Rd and Wharparilla Drive through one of the existing clear lots (the remaining existing clear lots accessing the site will be turned into reserve areas).

As the Bushfire Management Overlay only covers a small section of the north–east corner of the site, the Bushfire Management Plan (BMP) will only be required for these lots (lots 1 and 84). Lot 84 is also within Schedule 1 of the BMO and will need to comply with these additional/altered requirements where appropriate. Lot 1 will comply with Clause 53.02.

The remaining lots will be assessed against the BMO as part of the Bushfire Risk Assessment to respond to Clause 13.02 (see Section 4) but will not be included in the BMP. Whether the remaining lots will need to attach the on–title agreement as per Clause 44.06 (see below) to the proposed development to determine requirements under Clause 53.02 (see below) will be determined by the responsible authority.

Refer to Appendix 3 for the Bushfire Management Statement and development plans.




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5.3 Relevant Objectives and Approved Measures

Clause 53.02–4.4 provides the objectives and approved measures for Subdivisions. They are detailed in the table below.

Table 3. Approved measures to meet Clause 53.02–4.4 subdivision objectives

Clause 53.02–4.4 Subdivision objectives		
Measure	Requirement	Applicable
	<p>To provide lots that are capable of being developed in accordance with the objectives of Clause 53.02.</p> <p>To specify at the subdivision stage bushfire protection measures to develop a lot with a single dwelling on land zoned for residential or rural residential purposes.</p>	
AM5.1	<p>An application to subdivide land, other than where AM 5.2 applies, demonstrates that each proposed lot is capable of meeting:</p> <ul style="list-style-type: none"> The defensible space in accordance with Table 2 Columns A, B or C and Table 6 Clause 53.02–5. The approved measures in Clause 53.02–4.1 and Clause 53.02–4.3. 	No – 5.2 applies
AM5.2	<p>An application to subdivide land zoned for residential or rural residential purposes must be accompanied by a plan that shows:</p> <ul style="list-style-type: none"> Each lot satisfies the approved measure in AM 2.1. A building envelope for a single dwelling on each lot that complies with AM 2.2 and provides defensible space in accordance with: <ul style="list-style-type: none"> Columns A or B of Table 2 to Clause 53.02–3 for a subdivision that creates 10 or more lots; or Columns A, B or C of Table 2 to Clause 53.02–4 for a subdivision that creates less than 10 lots. <p>The bushfire attack level that corresponds to the defensible space provided in accordance with Table 2 to Clause 53.02–5 must be noted on the building envelope</p> <ul style="list-style-type: none"> Defensible space wholly contained within the boundaries of the proposed subdivision. Defensible Space may be shared between lots within the subdivision. Defensible space for a lot may utilize communal areas, such as roads, where that land can meet the requirements for defensible space. Vegetation management requirements in accordance with Table 6 to implement and maintain the defensible space required under this approved measure. Water supply and access that complies with AM 4.1 	Yes – requires consideration
AM 5.3	An application to subdivide land to create 10 or more lots provides a perimeter road adjoining the hazardous vegetation to support fire fighting.	Yes – requires consideration
AM 5.4	A subdivision manages the bushfire risk to future development from existing or proposed landscaping, public open space and communal areas	Yes – requires consideration
<p>AM 5.2 includes the application of AM 2.1, 2.2 respectively along with the appropriate responses to defensible space, the BAL construction standards and vegetation management. AM 5.3 is addressed as part of the access and egress requirements. AM 5.4 addresses</p>		



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5.4 Landscape risk objectives

Clause 53.02–4.4 Subdivision objectives

To provide lots that are capable of being developed in accordance with the objectives of Clause 53.02.

To specify at the subdivision stage bushfire protection measures to develop a lot with a single dwelling on land zoned for residential or rural residential purposes.

AM 5.2

An application to subdivide land zoned for residential or rural residential purposes must be accompanied by a plan that shows:

- **Each lot satisfies the approved measure in AM 2.1.**
- A building envelope for a single dwelling on each lot that complies with **AM 2.2** and provides defensible space in accordance with:
 - Columns A or B of Table 2 to Clause 53.02–5 for a subdivision that creates 10 or more lots; or
 - Columns A, B or C of Table 2 to Clause 53.02–5 for a subdivision that creates less than 10 lots.

The bushfire attack level that corresponds to the defensible space provided in accordance with Table 2 to Clause 53.02–5 must be noted on the building envelope

- Defensible space wholly contained within the boundaries of the proposed subdivision.
- Defensible Space may be shared between lots within the subdivision. Defensible space for a lot may utilize communal areas, such as roads, where that land can meet the requirements for defensible space.
- Vegetation management requirements in accordance with Table 6 to implement and maintain the defensible space required under this approved measure.
- Water supply and access that complies with AM 4.1

AM 2.1

The bushfire risk to the development from the landscape beyond the site can be mitigated to an acceptable level.

Proposal meets measure Yes No N/A

The landscape conditions area detailed in Section 3 of this report.

The landscape poses minimal risk to the proposed subdivision; as it is mainly grassland with main roads separating it from the site. There are areas of denser vegetation in the wider landscape but the grassland and other development means the only threat from bushfire is from embers which can be mitigated through proper fuel management. The onsite reserves are also separated enough and small enough that any spotfires which start within them can be contained and won't threaten surrounding properties.



5.5 Subdivision design

Clause 53.02–4.4 Subdivision objectives

To provide lots that are capable of being developed in accordance with the objectives of Clause 53.02.

To specify at the subdivision stage bushfire protection measures to develop a lot with a single dwelling on land zoned for residential or rural residential purposes.

AM 5.2

An application to subdivide land zoned for residential or rural residential purposes must be accompanied by a plan that shows:

- Each lot satisfies the approved measure in AM 2.1.
- **A building envelope for a single dwelling on each lot that complies with AM 2.2** and provides defensible space in accordance with:
 - Columns A or B of Table 2 to Clause 53.02–5 for a subdivision that creates 10 or more lots; or
 - Columns A, B or C of Table 2 to Clause 53.02–5 for a subdivision that creates less than 10 lots.

The bushfire attack level that corresponds to the defensible space provided in accordance with Table 2 to Clause 53.02–5 must be noted on the building envelope

- Defensible space wholly contained within the boundaries of the proposed subdivision.
- Defensible Space may be shared between lots within the subdivision. Defensible space for a lot may utilize communal areas, such as roads, where that land can meet the requirements for defensible space.
- Vegetation management requirements in accordance with Table 6 to implement and maintain the defensible space required under this approved measure.
- Water supply and access that complies with AM 4.1

AM 2.2

A building is sited to ensure the site best achieves the following:

- The maximum separation distance between the building and the bushfire hazard.
- The building is in close proximity to a public road.
- Access can be provided to the building for emergency service vehicles

Proposal meets measure Yes No N/A

Development covers the entire site but since the separation required for the Grassland vegetation can be met via the managed Low Threat vegetation on the road reserves surrounding the site, this can be considered adequate separation as per AM 2.2. There is a patch of Woodland north-west of the site which may require additional separation but this can be achieved through a setback on one of the lots.

The Murray Valley Highway, Braund Rd, Latham Rd and Wharparilla Drive surround the site and are accessed by the proposed internal road network for the residential lots. The internal road network provides driveway access for each lot and will be designed to accommodate emergency services vehicles so it can easily meet the requirements of AM 2.2.



5.6 Defendable space and construction

Clause 53.02–4.4 Subdivision objectives

To provide lots that are capable of being developed in accordance with the objectives of Clause 53.02.

To specify at the subdivision stage bushfire protection measures to develop a lot with a single dwelling on land zoned for residential or rural residential purposes.

AM 5.2

An application to subdivide land zoned for residential or rural residential purposes must be accompanied by a plan that shows:

- Each lot satisfies the approved measure in AM 2.1.
- A building envelope for a single dwelling on each lot that complies with AM 2.2 **and provides defendable space in accordance with:**
 - Columns A or B of Table 2 to Clause 53.02–5 for a subdivision that creates 10 or more lots; or
 - Columns A, B or C of Table 2 to Clause 53.02–5 for a subdivision that creates less than 10 lots.

The bushfire attack level that corresponds to the defendable space provided in accordance with Table 2 to Clause 53.02–5 must be noted on the building envelope

- Defendable space wholly contained within the boundaries of the proposed subdivision.
- Defendable Space may be shared between lots within the subdivision. Defendable space for a lot may utilize communal areas, such as roads, where that land can meet the requirements for defendable space.
- Vegetation management requirements in accordance with Table 6 to implement and maintain the defendable space required under this approved measure.
- Water supply and access that complies with AM 4.1

Proposal meets measure Yes No N/A

5.6.1 Defendable space and BAL assessment

Map 3 and Table 4 details conditions within the 150m assessment area to provide the required defendable space as per AS3959–2009 (Standards Australia 2009). Despite the size of the site, the uniform slopes observed and minimal vegetation present allows us to assess the entire site.

Table 4. Defendable space assessment

Direction	North	East	South	West	North–West
Forest Fire Danger Index	100	100	100	100	100
Vegetation type	Grassland	Grassland	Grassland	Grassland	Woodland
Effective slope (up/down)	Flat	Flat	Flat	Flat	Flat
Effective slope (degrees)	N/A	N/A	N/A	N/A	N/A
Defendable space required for BAL–12.5 (m)	19	19	19	19	33
Defendable space required for BAL–19 (m)	13				24
Defendable space required for BAL–29 (m)	9				16



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Direction	North	East	South	West	North-West
Distance from vegetation to property boundary (m)	20	121	60	20	28
BAL based on distance to vegetation from the site boundary.	12.5	12.5	12.5	12.5	19

The Grassland currently present onsite will be managed and/or cleared for the residential lots with the exception of proposed reserve areas. These will have some management and there is sparse vegetation with these so we feel setbacks within adjacent lots for defensible space will not be required. All lots can sustain dwellings built to BAL-12.5 construction standards as per AS3959-2009 (see Figure 12 for BAL construction standards).

The road reserves along the northern, southern and western boundaries of the site are managed by council and there is reasonable assurance that this will continue. So while defensible space can potentially be contained entirely within the site as per AM 5.2, considering the amount of space available, it is not necessary to apply setbacks from the boundaries for the Grassland as the distance required for BAL-12.5 defensible space can be attained from these road reserves with a reasonable assurance that the fuel reduction will continue in perpetuity.

The only area where a setback is required will be lot 19 on the north-west corner of the site due to its proximity to Woodland vegetation. To gain the 33m required for BAL-12.5 defensible space for Woodland; a 5m setback from the western boundary is proposed. Landowners will be able to avoid this setback by building to BAL-19 but this would be an option to review during the building permit stage. At this stage; BAL-12.5 is attainable with this proposed setback. This does not have to be addressed at this stage however as these lots are outside the BMO.

Lots 1 and 84 within the BMO can both attain BAL-12.5 construction standards as per AS3959-2009. There is more than enough space within the lot to provide defensible space from Grassland so the defensible space for Lot 1 will be 19m for BAL-12.5. Schedule 1 of the BMO only applies to a very small area of Lot 84 and this schedule states that the normal requirements of Clause 53.02 apply in all other circumstances so 19m for Lot 12.5 will also be applied to Lot 84.

Proposed minimum BAL Construction standard for all residential lots	BAL-12.5
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Figure 12

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5.6.2 Defendable Space and management standards

Table 6 to Clause 53.02-5 requires that defendable space is provided and is managed in accordance with the following requirements:

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

Unless specified in a schedule or otherwise agreed in writing to the satisfaction of the relevant fire authority.

Schedule 1 of the BMO, which applies to Lot 84, contains an altered defendable space management standard; 'The canopy of trees must be separated by at least 2m'. As Schedule 1 only applies to very small section of this lot and this schedule states that the normal requirements of Clause 53.02 apply in all other circumstances; the standard 5m canopy separation will be applied for Lot 84.

5.6.3 Landscaping

AM 5.4

A subdivision manages the bushfire risk to future development from existing or proposed landscaping, public open space and communal areas

Proposal meets measure Yes No N/A

The internal road network and will be managed to defendable space standards by an owner's corporation and/or the Campaspe Shire Council. The drainage reserve will contain vegetation but will be managed and the proposed reserves in the north-east corner will be retained for conservation but will have a slashed fuel break separating it from residential lots. These reserves are isolated from nearby bushfire hazards and should not pose any significant risk to surrounding dwellings. These reserves will also be managed by an owner's corporation and/or the Campaspe Shire Council.



5.7 Water supply and access

Clause 53.02–4.4 Subdivision objectives

To provide lots that are capable of being developed in accordance with the objectives of Clause 53.02.

To specify at the subdivision stage bushfire protection measures to develop a lot with a single dwelling on land zoned for residential or rural residential purposes.

Measure	Requirement
AM5.1	An application to subdivide land, other than where AM 5.2 applies, demonstrates that each proposed lot is capable of meeting: <ul style="list-style-type: none"> The defensible space in accordance with Column A, B or C of Table 2 to Clause 53.02–5. The approved measures in Clause 53.02–4.1 and Clause 53.02–4.3.

Measure	Requirement
AM5.2	An application to subdivide land zoned for residential or rural residential purposes must be accompanied by a plan that shows: <ul style="list-style-type: none"> Each lot satisfies the approved measure in AM 2.1. A building envelope for a single dwelling on each lot that complies with AM 2.2 and provides defensible space in accordance with: <ul style="list-style-type: none"> Columns A or B of Table 2 to Clause 53.02–5 for a subdivision that creates 10 or more lots; or Columns A, B or C of Table 2 to Clause 53.02–5 for a subdivision that creates less than 10 lots. The bushfire attack level that corresponds to the defensible space provided in accordance with Table 2 to Clause 53.02–5 must be noted on the building envelope Defensible space wholly contained within the boundaries of the proposed subdivision. Defensible Space may be shared between lots within the subdivision. Defensible space for a lot may utilize communal areas, such as roads, where that land can meet the requirements for defensible space. Vegetation management requirements in accordance with Table 6 to implement and maintain the defensible space required under this approved measure. Water supply and access that complies with AM 4.1

AM 4.1

A building used for a dwelling (including an extension or alteration to a dwelling), a dependant person's unit, industry, office or retail premises is provided with:

- A static water supply for firefighting and property protection purposes specified in Table 4 to Clause 53.02–5.
- Vehicle access that is designed and constructed as specified in Table 5 to Clause 53.02–5.

The water supply may be in the same tank as other water supplies provided that a separate outlet is reserved for firefighting water supplies.

Proposal meets measure Yes No N/A

The standards for access and water supply are detailed below and displayed in Appendix 1.



5.7.1 Water supply

The required water supply for each lot is detailed in Table 5 below.

Under the BMO, these would be required on each lot depending on the size and the availability of hydrants. However, as this site is only partially within the BMO, it is within a low risk landscape and will become part of a larger urban area; it is only recommended that lots outside the BMO maintain a static water supply.

Lots 1 and 84 are both greater than 1,000m² and will therefore require a 10,000L static water supply which meet the following requirements:

- 10,000 L static supply
- be stored in an above ground water tank constructed of concrete or metal.
- all fixed above-ground water pipes and fittings required for fire fighting purposes must be made of corrosive resistant metal
- Include a separate outlet for occupant use
- provide CFA fittings and access:
 - Incorporate a ball or gate valve (British Standard Pipe (BSP) 65mm) and coupling (64 mm CFA 3 thread per inch male fitting)
 - Any pipework and fittings must be a minimum of 65 mm (excluding the CFA coupling).
 - The outlet/s of the water tank must be within 4m of the accessway and be unobstructed.
 - Be located within 60m of the outer edge of the approved building.
 - Be readily identifiable from the building or appropriate identification signage to the satisfaction of CFA must be provided

Table 5. Minimum static water supply requirements for buildings in BMO (Clause 53.02-5, table 4)

Minimum static water supply for office, retail, dwellings and dependent person's units			
Lot sizes (m ²)	Fire hydrants available	Effective capacity (litres)	Fire authority fittings and access required
Less than 500	N/A	2,500	No
500-1,000	Yes	5,000	No
500-1,000	No	10,000	Yes
1,001 and above	N/A	10,000	Yes



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5.7.2 Access

Lots outside of the BMO are readily accessible via internal or existing boundary roads. There are no access requirements for lots outside of the BMO but requirements for access less than 30m is recommended. Lots 1 and 84 are approximately 100m in length and require onsite water supplies which require CFA access so the access requirements of less than 30m will be prescribed for these lots.

Table 6. Access requirements (Clause 53.02–5, table 5)

Length	Requirement
Length of access is less than 30m	There are no design and construction requirements if fire authority access to the water supply is not required under AM4.1.
Length of access is less than 30 metres	Where fire authority access to the water supply is required under AM4.1 fire authority vehicles should be able to get within 4 metres of the water supply outlet.
Length of access is greater than 30 metres	The following design and construction requirements apply: <ul style="list-style-type: none"> • All-weather construction. • A load limit of at least 15 tonnes. • Provide a minimum trafficable width of 3.5 metres. • Be clear of encroachments for at least 0.5 metres on each side and at least 4 metres vertically. • Curves must have a minimum inner radius of 10 metres. • The average grade must be no more than 1 in 7 (14.4%) (8.1°) with a maximum grade of no more than 1 in 5 (20%) (11.3°) for no more than 50 metres. • Dips must have no more than a 1 in 8 (12.5 per cent) (7.1 degrees) entry and exit angle.
Length of access is greater than 100 metres	A turning area for fire fighting vehicles must be provided close to the building by one of the following: <ul style="list-style-type: none"> • A turning circle with a minimum radius of eight metres. • A driveway encircling the dwelling. • The provision of other vehicle turning heads – such as a T or Y head – which meet the specification of Austroad Design for an 8.8 metre Service Vehicle.
Length of access is greater than 200 metres	Passing bays must be provided at least every 200 metres. Passing bays must be a minimum of 20 metres long with a minimum trafficable width of six metres.

AM 5.3

An application to subdivide land to create 10 or more lots provides a perimeter road adjoining the hazardous vegetation to support fire fighting.

Proposal meets measure Yes No N/A

While the proposed internal road do include a perimeter road onsite, the site is surrounded by the Murray Valley Highway along the southern boundary, Braund Road along the northern boundary and Wharparilla Drive along the eastern boundary. All roads are public roads which will all be accessible from the proposed internal road.



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5.8 On title agreement

44.06–5 Mandatory condition

A permit which creates a lot for a single dwelling on land zoned for residential or rural residential purposes must include the following condition:

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

- *State that it has been prepared for the purpose of an exemption from a planning permit under Clause 44.06–1 of the [*insert name of applicable planning scheme] 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 mitigation measures set out in the plan incorporated into the agreement must be implemented and maintained to the satisfaction of the responsible authority on a continuing basis.*

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

This does not apply:

- If a schedule to this overlay specifies that a Section 173 Agreement is not required.
- Where the relevant fire authority states in writing the preparation of an agreement under Section 173 of the Act is not required for the subdivision.
- For the subdivision of the land into lots each containing an existing dwelling or car parking space.

A permit to subdivide land must include any condition specified in a schedule to this overlay.

The proponents of lots 1 and 84 will comply with this requirement. Whether the proponents of the remaining lots will have to comply with this requirement will be at the discretion of the governing and referral authorities.

5.9 Ongoing management and community awareness

The measures in this Bushfire Management Statement cannot guarantee safety during an extreme fire event; buildings are only designed to withstand fire up to a Fire Danger Index (FDI) of 100 (i.e. not designed for Code Red Fire Danger), and even below this threshold building survival cannot be guaranteed. Residents need to develop a Personal Bushfire Plan to clearly understand and plan for how they are going to act in response to a potential and actual fire event. The CFA’s Fire Ready Kit (CFA 2011) can help plan for such events.

5.10 Interim management for staged development

As development will be staged there will need to be consideration of the management of areas of the site that will be developed after the initial stages. This will include the need to ensure an adequate road network is in place and that vegetation is managed appropriately so that adequate defensible space is provided throughout all stages of the development process.



6. REFERENCES

- CFA (2011) *Prepare. Act. Survive. Fire Ready Kit*. Country Fire Authority, Burwood East, Victoria.
- CFA (2012) *Planning for Bushfire Victoria – Guidelines for Meeting Victoria's Bushfire Planning Requirements*. Country Fire Authority.
- CFA (2014a) *Water Supply Requirements (Bushfire Management Overlay)*. Country Fire Authority, Victoria.
- CFA (2014b) *Access Requirements (Bushfire Management Overlay)*. Country Fire Authority, Victoria.
- DTPLI (2014) *Practice Note 65: Preparing and Assessing a Planning Application under the Bushfire Provisions in Planning Schemes, July 2014*. Department of Transport, Planning and Local Infrastructure, Government of Victoria, Melbourne.
- Standards Australia (2009) *Australian Standard 3959-2009 Construction of buildings in bushfire-prone areas (incorporating Amendment Nos 1, 2 and 3)*. SAI Global, Sydney.



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Appendix 1. Water supply and access requirements

Water supply guidance

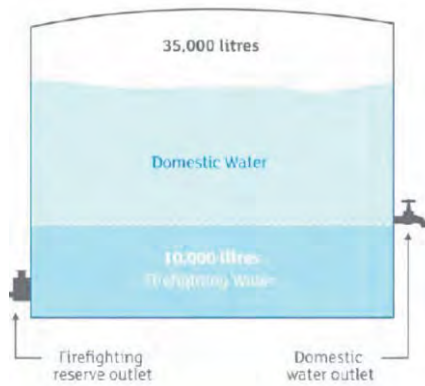


Figure 13. Firefighting water and domestic water can be in shared tank (DTPLI 2014)

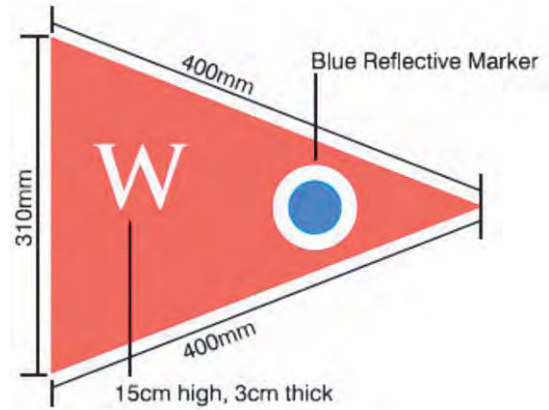


Figure 14. Water supply identification (CFA 2014a)

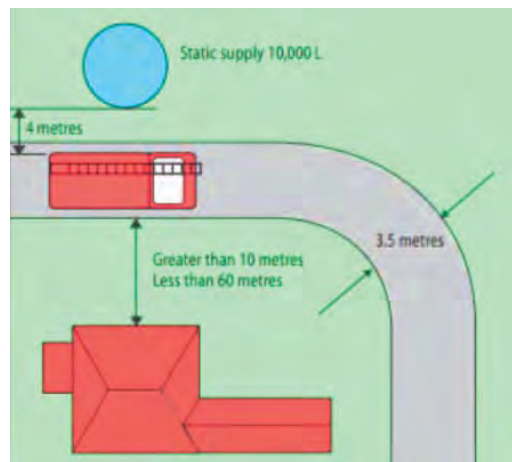


Figure 15. Water supply location (CFA 2014a)

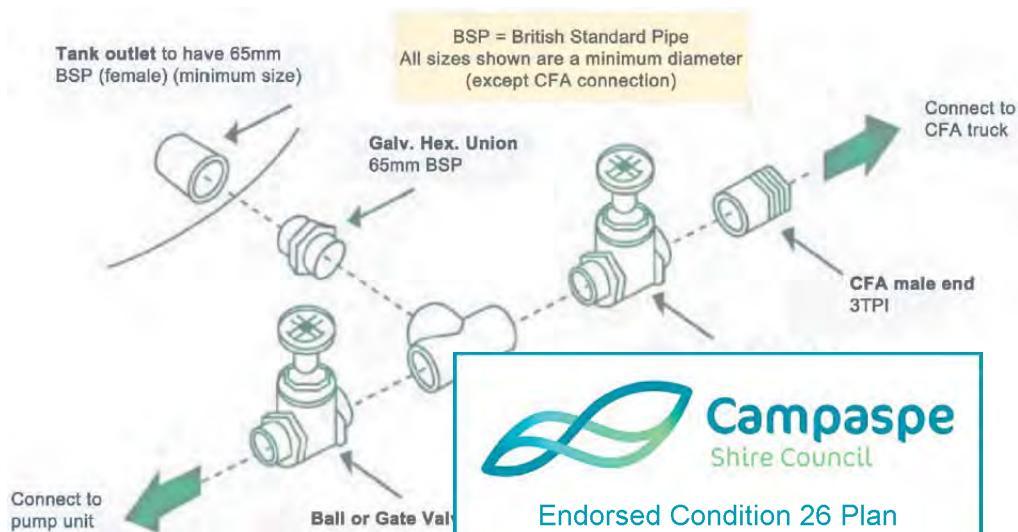
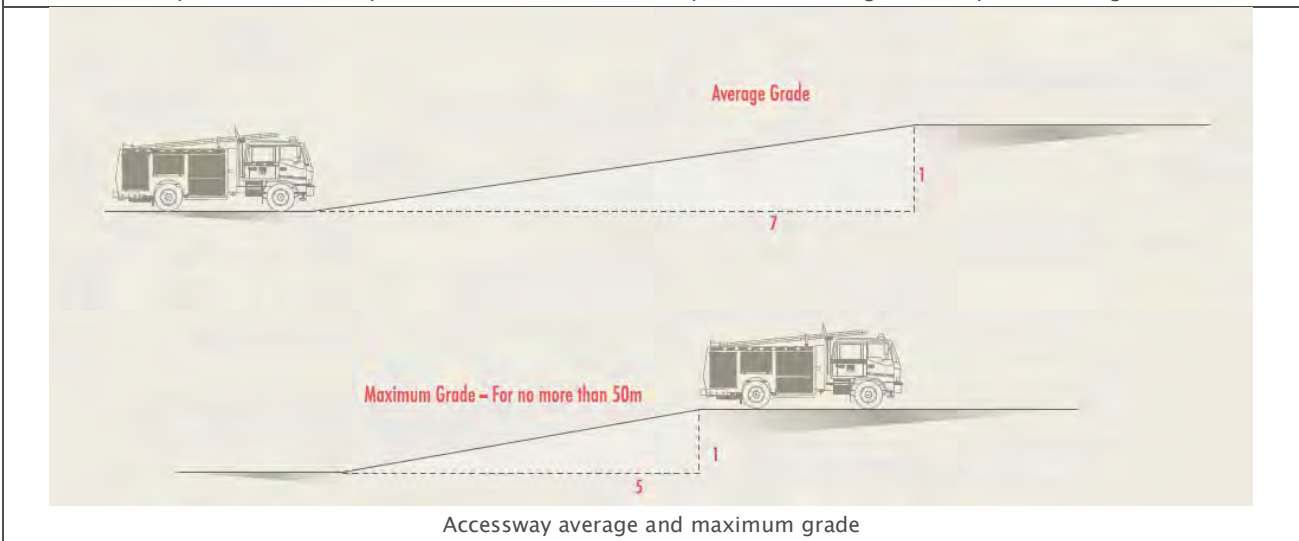
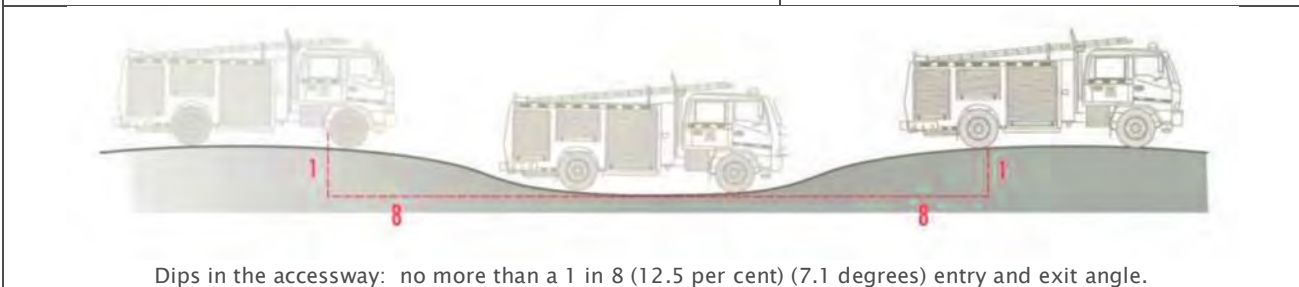
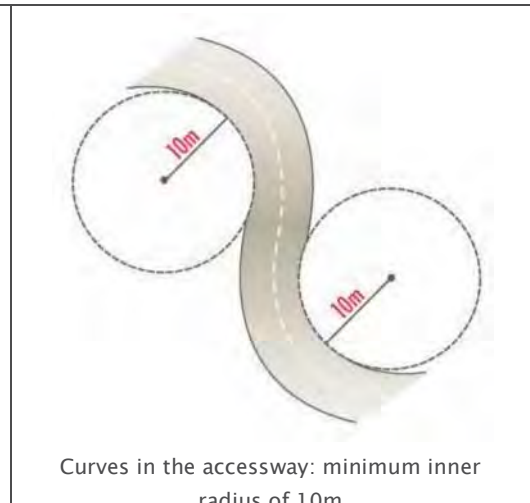
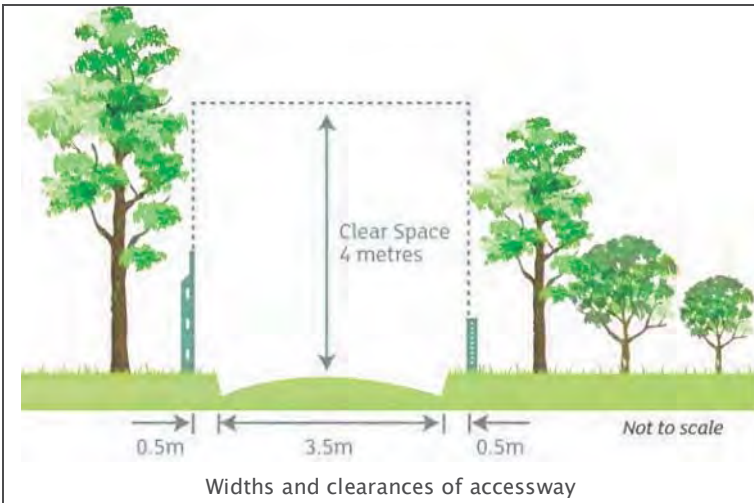


Figure 16. Requirements for water supply connections



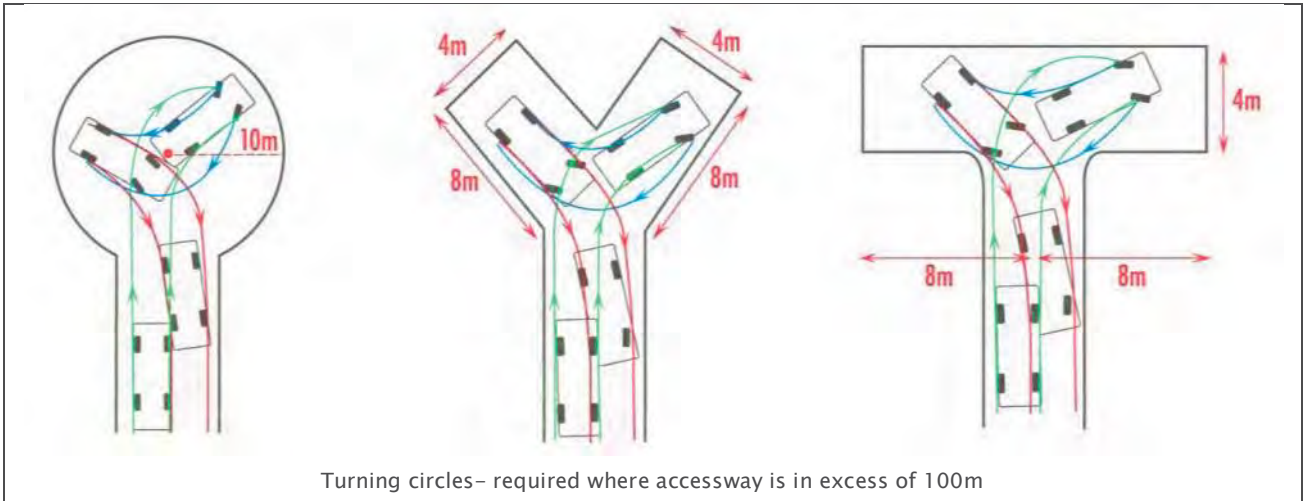
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Access guidance



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Turning circles- required where accessway is in excess of 100m



Passing bays – required where an access way is in excess of 200m

Figure 17. Access guidance (CFA 2014b)



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Appendix 2. Maps



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Map 1. Subject Site
 Wharparilla West Development
 Project, Echuca

Legend

-  Subject site
-  Parcels
-  Contours (10m)
-  Constructed watercourse
-  Natural watercourse

Details
 Date: 31/10/2019
 Version: 1
 Aerial photography from Nearmap (Dec 2017).
 Base map data Copyright © The State of Victoria.

Scale 1:8,000 (Page size A3)

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Map 2. Local Context

Wharparilla West Development Project, Echuca


Legend

-  Subject site
-  Contours (10m)
-  Constructed watercourse
-  Natural watercourse

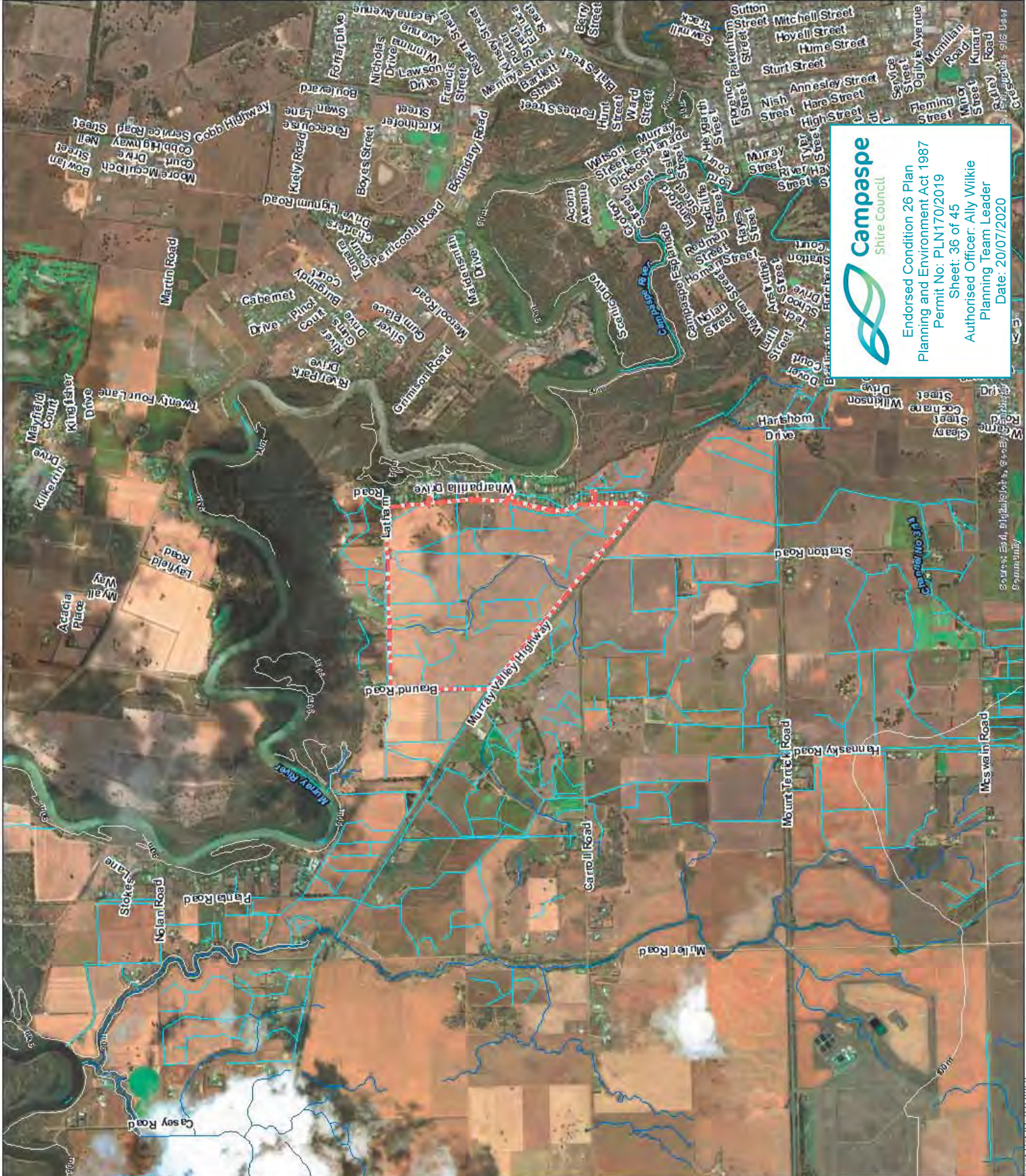
Details
 Date: 4/11/2019
 Version: 1
 Aerial photography from ArcGIS World Imagery.
 Base map data Copyright © The State of Victoria.

 Scale 1:30,000 (Page size A3)

Disclaimer
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Campaspe
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 Permit No: PLN170/2019
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 Authorised Officer: Ally Wilkie
 Planning Team Leader
 Date: 20/07/2020

Map 3. Bushfire Hazard Site Assessment
Wharparilla West Development Project

Legend

- Subject site
- Assessment area (150m)
- Parcels
- Contours (10m)
- Constructed watercourse
- Natural watercourse

Vegetation type

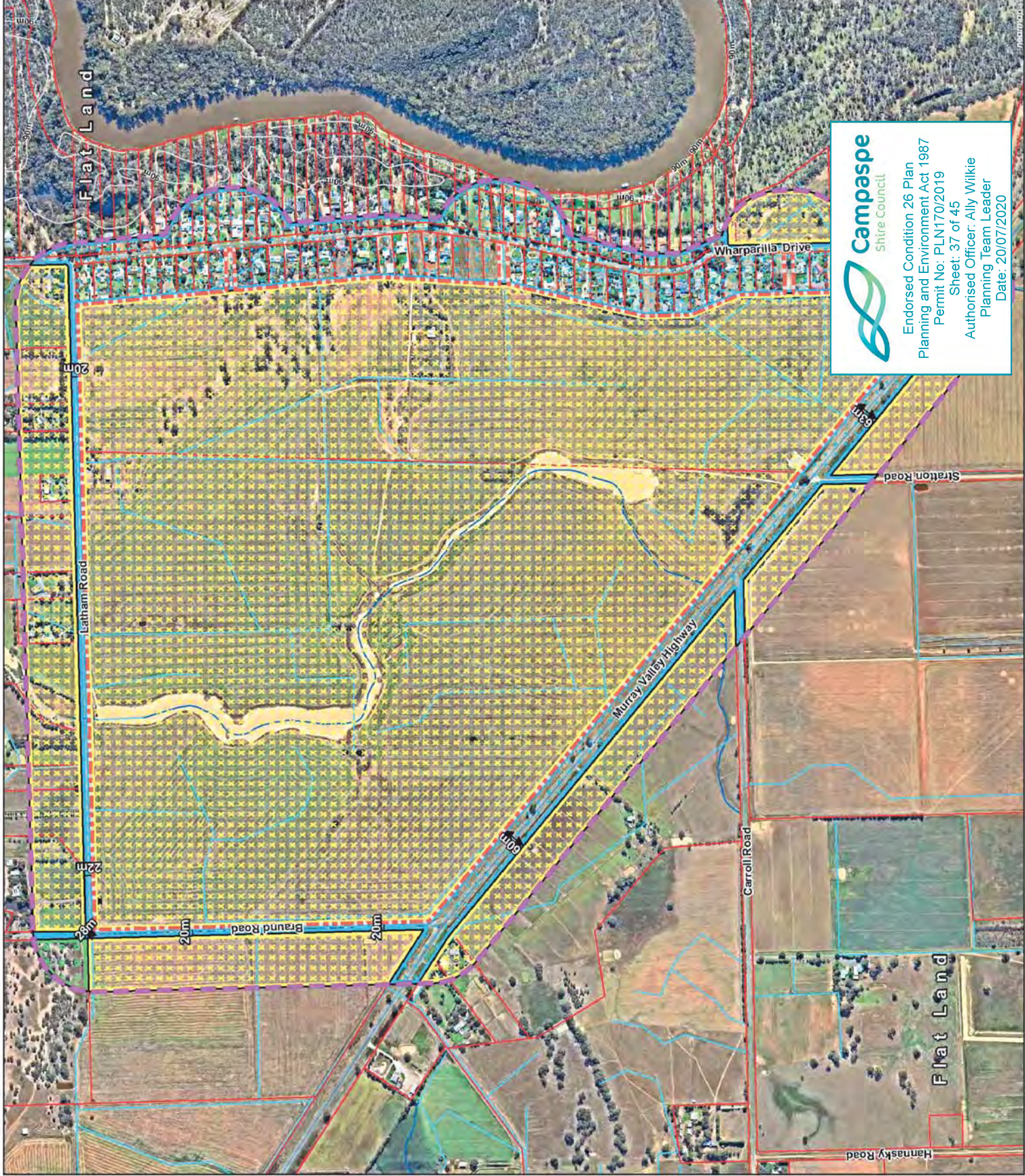
- Grassland
- Woodland
- Low Threat

Details
 Date: 16/05/2018
 Version: 1
 Aerial photography from Nearmap (Dec 2017).
 Base map data Copyright © The State of Victoria.

Scale 1:8,800 (Page size A3)

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 Authorised Officer: Ally Wilkie
 Planning Team Leader
 Date: 20/07/2020

Map 4. Bushfire Hazard Landscape Assessment
Wharparilla West Development Project

Legend

- Subject site (Red dashed box)
- Town centre (Black triangle)
- Major Roads (Thick grey line)
- Neighbourhood Safer Place (Green square with 'NSP')
- Potential fire runs (Orange arrow)

Fire history

- Bushfire Pre 1950 (Yellow)
- Bushfire 1950-1979 (Light yellow)
- Bushfire 1980 onwards (Pink)

Planned Burn

- Planned Burn Pre 1980 (Yellow with diagonal lines)
- Planned Burn 1980 onwards (Pink with diagonal lines)

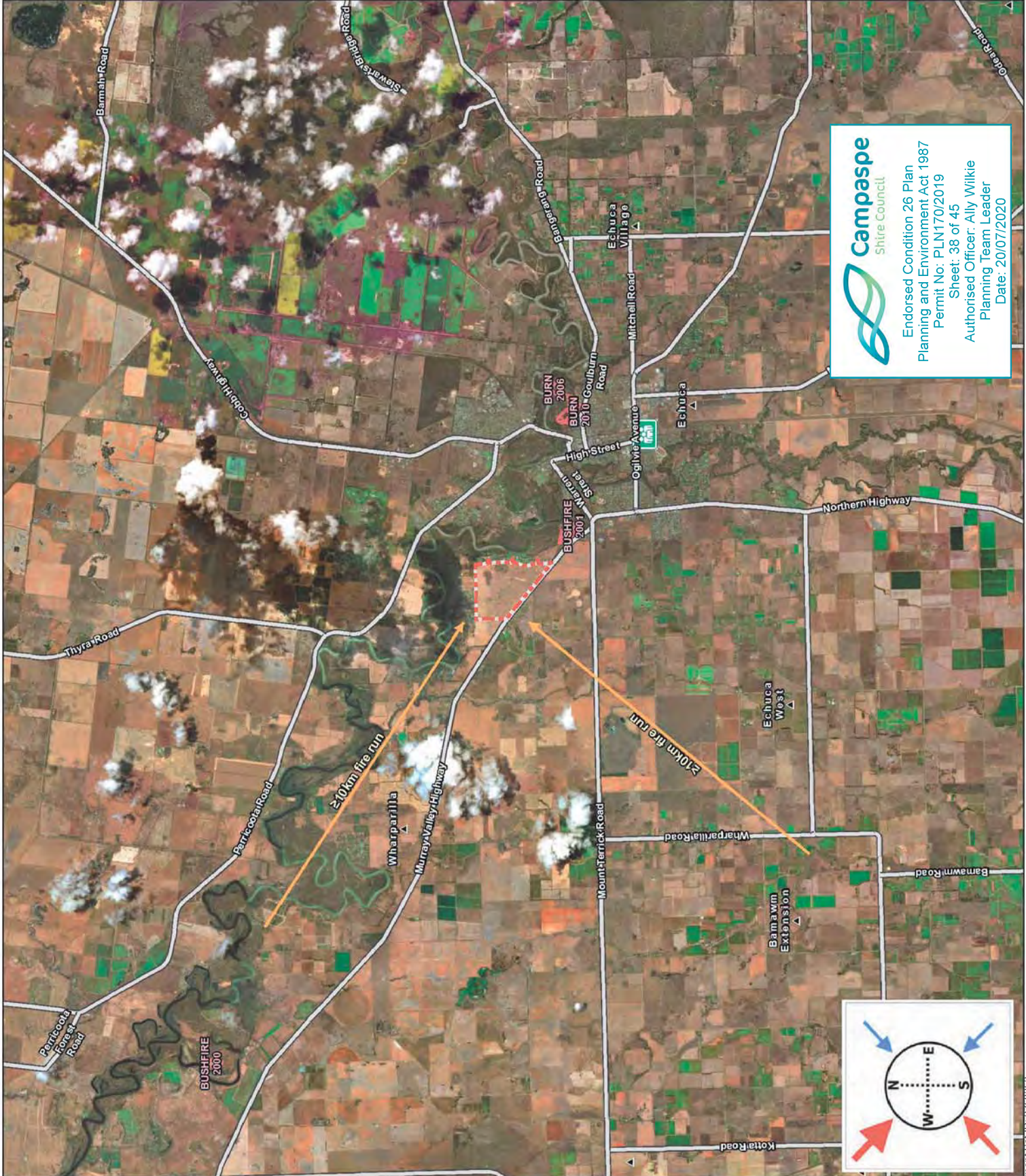
Details

Date: 16/05/2018
 Version: 1
 Aerial photography from ArcGIS World Imagery.
 Base map data Copyright © The State of Victoria.

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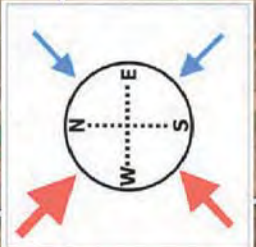
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 Authorised Officer: Ally Wilkie
 Planning Team Leader
 Date: 20/07/2020



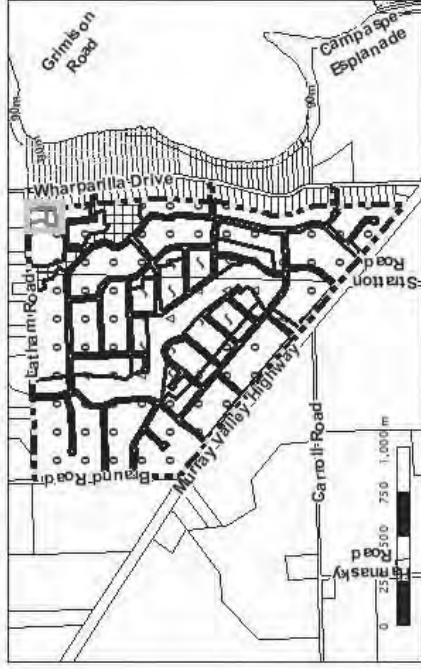
Appendix 3. Bushfire Management Plan



Endorsed Condition 26 Plan
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Sheet: 39 of 45
Authorised Officer: Ally Wilkie
Planning Team Leader
Date: 20/07/2020

Bushfire Management Plan

Wharparilla West



Defendable space management standards

Defendable space [a distance of 19m from the proposed dwelling] where vegetation (and other flammable materials) will be modified and managed in accordance with the following requirements:

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

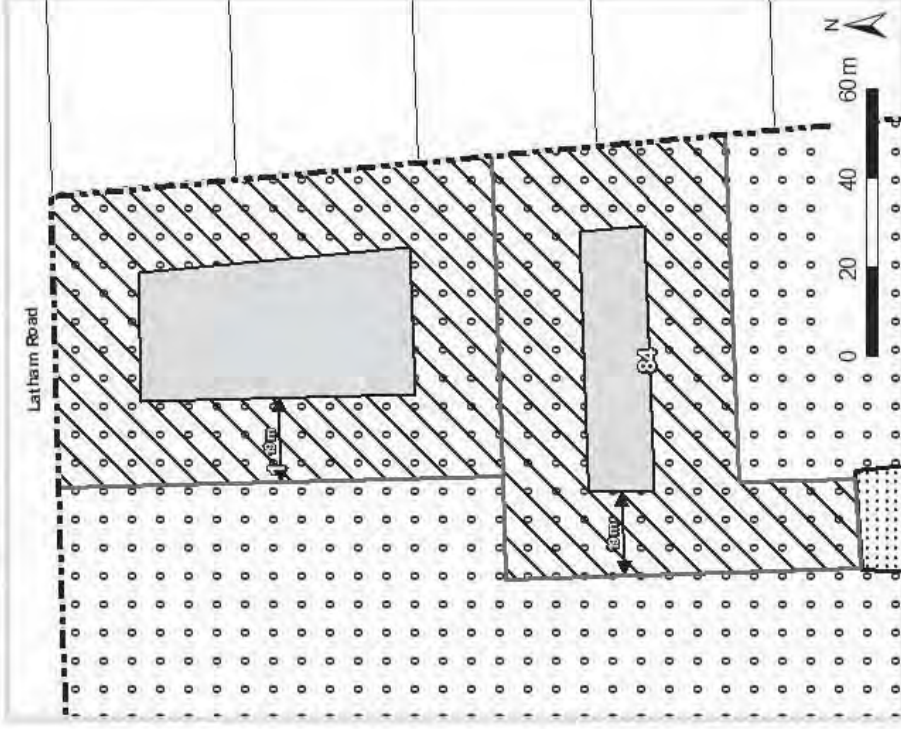
Classified vegetation

- Grassland



Details
 Date: 6/11/2019
 Version: 1
 Base map data Copyright © The State of Victoria.

Note: This BMP cannot guarantee safety during a bushfire event. Occupants need to develop a Personal Bushfire Plan to clearly understand and plan for how they are going to act in response to a bushfire event.



Legend

- Subject site
- Proposed
- Contours (10m)
- Lot within the BVC
- Development proposal
- General Residential Zone (Yield 100-120/4-6/0m)
- Low Density Residential Zone (Yield 60-80/4-6/0m)
- Drainage easement
- Bushfire reserves
- Major road reserve
- Residential building envelope
- Defendable space

Ongoing Bushfire Mitigation Measures

The bushfire mitigation measures detailed on this plan relating to construction standards, defendable space, and access, must be maintained to the satisfaction of the Council in perpetuity.

Construction

Dwelling will have a minimum Bushfire Attack Level of BAL - 12.5 that the building will be designed and constructed to in accordance with the Building Code of Australia.

Outbuildings are to be greater than 10 m from dwelling and exempt from BAL requirements within the Building Code of Australia.

Building envelopes displayed are indicative only and based on BAL-12.5 construction standards with 19m of defendable space. Dwellings can be placed anywhere on Lots 1 and 84 as long as the defendable space for the appropriate BAL construction standard is present and maintained.

Water supply for fire fighting purposes

10,000L of effective water supply for fire fighting purposes within Lots 1 and 84 which will meet the following requirements:

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

Access designed to accommodate CFA access

Lots 1 and 84 must have access which meets the following requirements:

- All-weather construction.
- A load limit of at least 15 tonnes.

Curves will have a minimum inner radius of 10m.

The average grade will be no more than 1 in 7 (14.4 per cent) (8.1 degrees) with a maximum of no more than 1 in 5 (20 per cent) (11.3 degrees) for no more than 50m.

Dips will have no more than a 1 in 8 (12.5 per cent) (7.1 degrees) entry and exit angle.

Will have a minimum trafficable width of 3.5m and be clear of encroachments for at least 0.5m on each side and 4m above the access way.

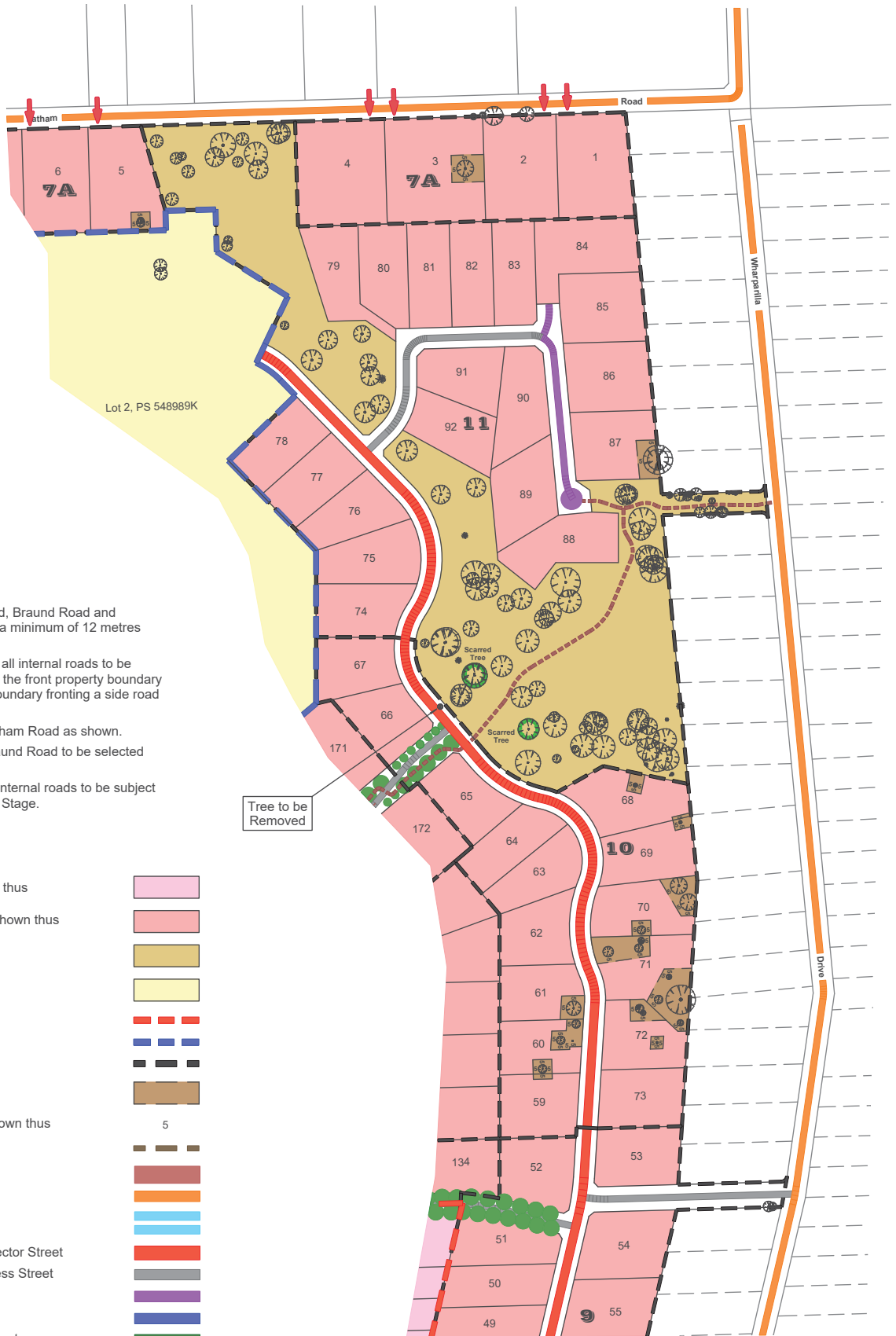


Endorsed Condition 26 Plan
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 Permit No: PLN170/2019
 Sheet: 40 of 45
 Authorised Officer: Ally Wilkie
 Planning Team Leader
 Date: 20/07/2020

Appendix 4. Detailed design plans



Endorsed Condition 26 Plan
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Authorised Officer: Ally Wilkie
Planning Team Leader
Date: 20/07/2020



Building Envelopes and Driveways:

- Dwellings on lots fronting Latham Road, Braund Road and Murray Valley Highway to be set back a minimum of 12 metres from the front property boundary.
- Dwellings on Low Density lots fronting all internal roads to be set back a minimum of 10 metres from the front property boundary and 6 metres from the side property boundary fronting a side road for corner lots.
- Driveway locations for lots fronting Latham Road as shown.
- Driveway locations for lots fronting Braund Road to be selected to minimize vegetation removal.
- Driveway locations for lots fronting all internal roads to be subject to detailed engineering design at each Stage.

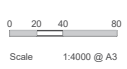
Legend:

- General Residential Zone (GRZ) shown thus
- Low Density Residential Zone (LDRZ) shown thus
- Public Open Space
- Lot 2, PS 548989K
- Zone Boundary shown thus
- Development Boundary shown thus
- Stage Boundary shown thus
- Tree Protection Zone shown thus
- Tree Protection Zone offset (metres) shown thus 5
- Possible Driveway location shown thus
- Existing Primary Arterial Road
- Existing Rural Road
- Proposed Divided Entry Street
- Proposed Low Density Residential Collector Street
- Proposed Low Density Residential Access Street
- Proposed Rural Access Street
- Proposed Access Street
- Proposed Access Place / Park Edge Street
- Proposed Shared Bicycle / Pedestrian Track
- Proposed Vehicle Crossing
- Existing Tree (Live/Dead/Stump)
- Scarred Tree
- Proposed Green Link (indicative only)

Tree to be Removed

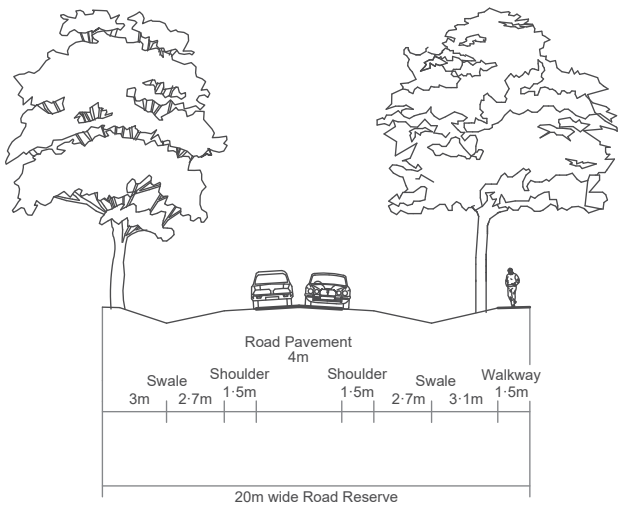
Endorsed Condition 26 Plan
 Planning and Environment Act 1987
 Permit No: PLN170/2019
 Sheet: 43 of 45
 Authorised Officer: Ally Wilkie
 Planning Team Leader
 Date: 20/07/2020

REVISION	DATE	ZONE
4	29/8/19	-
3	27/5/19	-
2	8/02/19	-
1	27/11/18	-

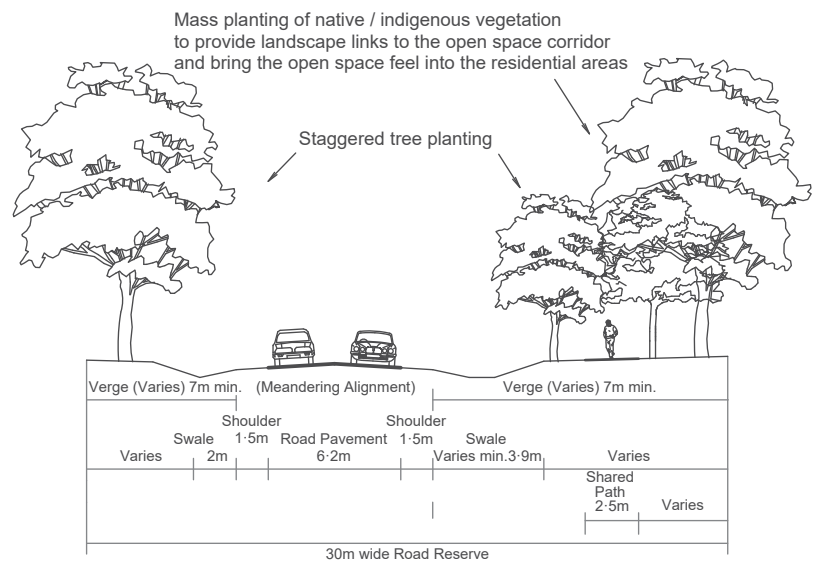


DESIGNED BY: COL ROGERS
 CHECKED BY: GARY SLEIGENBEGER
 APPROVED BY: GARY SLEIGENBEGER
 PROJECT MANAGERS: LEVEL 11 135 FRYERS STREET, SHEPPARTON, VIC. 3630
 PH: (03) 5820 7700 FAX: (03) 5822 4878 www.csmith.com.au
 Designed: Col Rogers 22nd November, 2016
 Drawn: Col Rogers 10th November, 2017
 Checked: Gary Sleigenberger
 Approved:

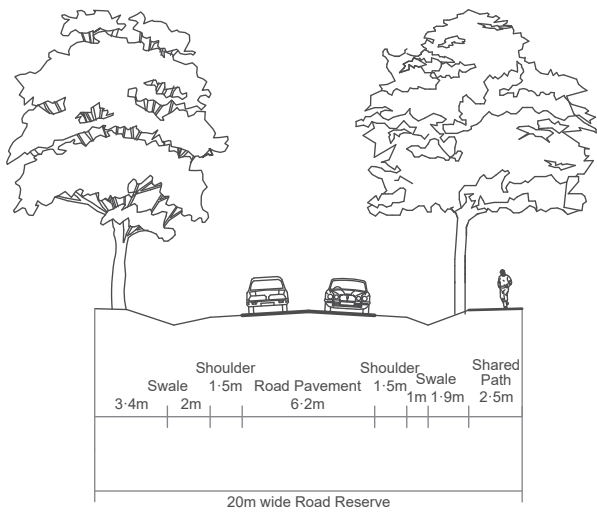
F. & C. Millar
"Wharparilla Estate"
 Murray Valley Highway
 Echuca West
"Wharparilla Drive West Development Plan"
Tree Protection Zones
 Drawing No. 17139/01 Rev. 4
 Sheet No. 2 of 4 1713901v4.dwg
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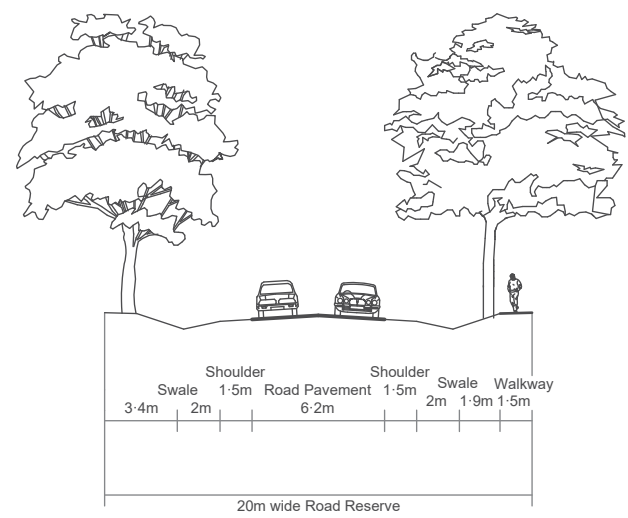
Rural Access Street



Low Density Residential Access Street (30m wide)



Low Density Residential Collector Street



Low Density Residential Access Street (20m wide)

Indicative "Rural" Street

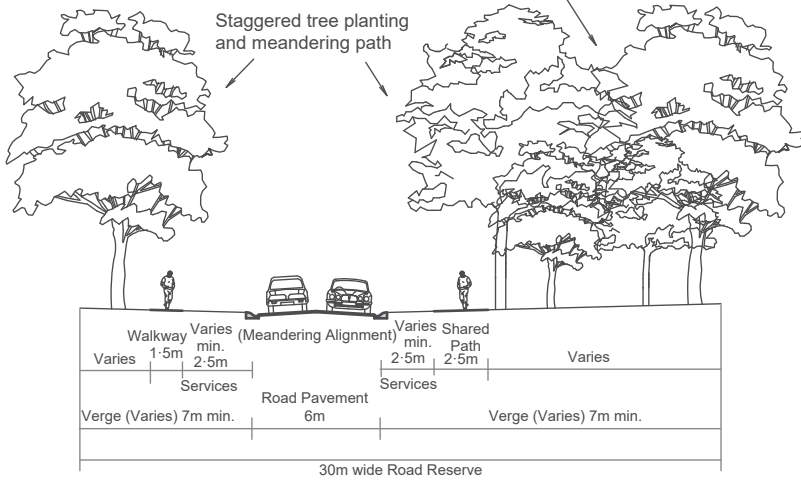
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 Sheet: 44 of 45
 Authorised Officer: Ally Wilkie
 Planning Team Leader
 Date: 20/07/2020

REVISION	DATE	ZONE
4	29/8/19	-
3	27/5/19	-
2	8/02/19	-
1	27/11/18	-

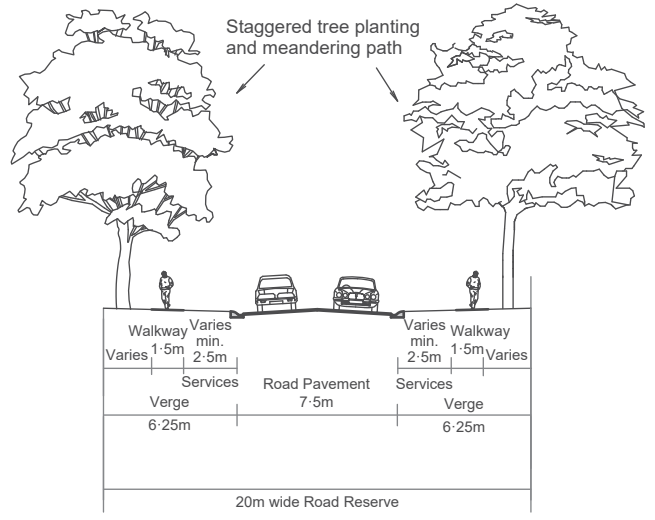


F. & C. Millar
"Wharparilla Estate"
 Murray Valley Highway
 Echuca West
"Wharparilla Drive West Development Plan"
 Typical Cross Sections - "Rural" Street Forms
 Drawing No. 17139/01 Rev. 4
 Sheet No. 3 of 4
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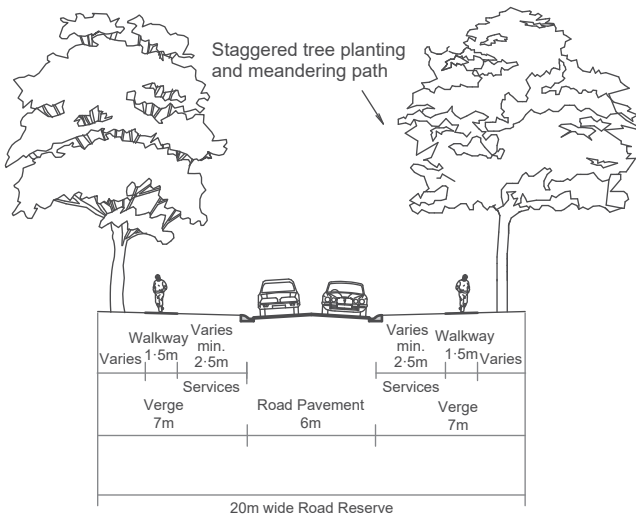
Mass planting of native / indigenous vegetation to provide landscape links to the open space corridor and bring the open space feel into the residential areas



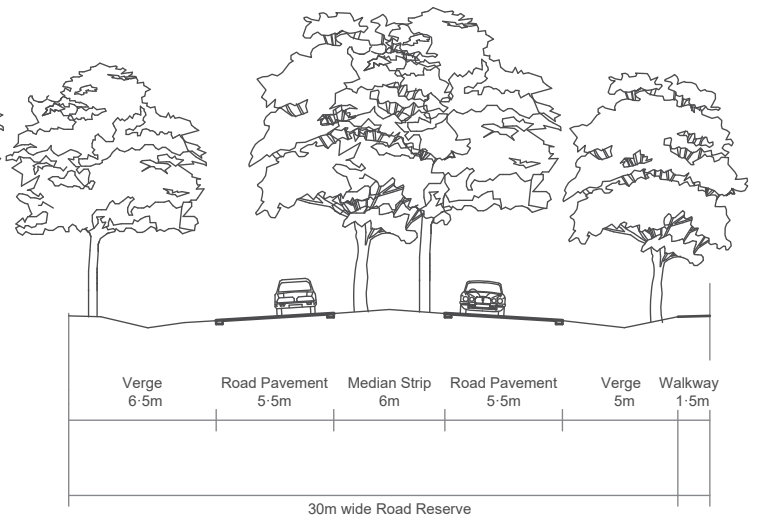
Access Place (30m wide)



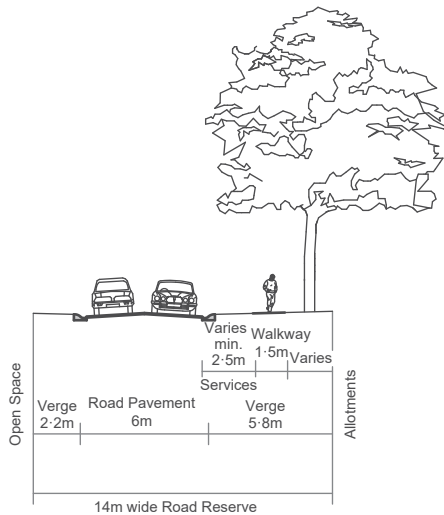
Access Street



Access Place (20m wide)



Divided Entry Street



Access Place / Park Edge Street (14m wide)

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Endorsed Condition 26 Plan
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Authorised Officer: Ally Wilkie
Planning Team Leader
Date: 20/07/2020

Street Forms

F. & C. Millar
"Wharparilla Estate"
Murray Valley Highway
Echuca West
"Wharparilla Drive West Development Plan"
Typical Cross Sections - "Urban" Street Forms
Drawing No. 17139/01 Rev. 4
Sheet No. 4 of 4 1713901v4.dwg

DESIGNED BY: F. & C. MILLAR
PROJECT MANAGERS: F. & C. MILLAR
LEVEL: 1/135 FRYERS STREET, SHEPPARTON, VIC. 3630
PH: (03) 5820 7700 FAX: (03) 5822 4878 www.csmh.com.au
Designed: Col Rogers 22nd November, 2016
Drawn: Col Rogers 10th November, 2017
Checked: Gary Steigenberger
Approved:

REVISION	DATE	ZONE
4	29/8/19	-
3	27/5/19	-
2	8/02/19	-
1	27/11/18	-



CIVIL WORKS HOLD POINTS:

(THE FOLLOWING HOLD POINTS) REQUIREMENTS SHALL APPLY UNLESS OTHERWISE SPECIFIED BY THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY APPROVALS AT HIS/HER OWN RISK.

- PRE-START MEETING
- PRIOR TO CULVERT INSTALLATION
- PRIOR TO SEALING VEHICLE CROSSINGS
- PRELIMINARY ACCEPTANCE INSPECTION
- FINAL ACCEPTANCE INSPECTION

WHARPARILLA WEST P/L

WHARPARILLA ESTATE - STAGE 7A

STREET & DRAINAGE CONSTRUCTION

LATHAM ROAD, ECHUCA

- PERMIT No. PLN170/2019
- PS 827743Q
- SPEAR REF: S170872H
- CS&A REF No. 19119
- DATE OF ISSUE: 05/05/2021

DRAWING LIST	
DWG. No.	TITLE
19119/SD00	COVER SHEET
19119/SD01	OVERALL EXISTING CONDITIONS PLAN
19119/SD02	EXISTING CONDITIONS PLAN 1
19119/SD03	EXISTING CONDITIONS PLAN 2
19119/SD04	OVERALL LAYOUT PLAN
19119/SD05	LAYOUT PLAN 1
19119/SD06	LAYOUT PLAN 2
19119/SD07	LAYOUT PLAN 3
19119/SD08	WETLAND LAYOUT & LONGITUDINAL SECTION
19119/SD09	WETLAND CROSS SECTIONS
19119/SD10	SERVICES LAYOUT PLAN 1
19119/SD11	SERVICES LAYOUT PLAN 2
19119/SD12	SERVICES LAYOUT PLAN 3
19119/SD13	SERVICES LAYOUT PLAN 4
19119/SD14	EROSION & SEDIMENT CONTROL PLAN 1
19119/SD15	EROSION & SEDIMENT CONTROL PLAN 2
19119/SD16	LATHAM ROAD - TYPICAL & LONGITUDINAL SECTIONS
19119/SD17	LATHAM ROAD - LONGITUDINAL SECTIONS
19119/SD18	LATHAM ROAD - CROSS SECTIONS 1
19119/SD19	LATHAM ROAD - CROSS SECTIONS 2
19119/SD20	LATHAM ROAD - CROSS SECTIONS 3
19119/SD21	STANDARD CONSTRUCTION DETAILS

GENERAL :

1. ALL WORKS TO BE CARRIED OUT IN ACCORDANCE WITH RECOMMENDATIONS OF THE APPROVED CULTURAL HERITAGE MANAGEMENT PLAN (161919).
2. ALL WORKS TO BE CARRIED OUT IN ACCORDANCE WITH THE GENERAL CONDITIONS OF CONTRACT AS2124-1992, THE APPROVED STREET & DRAINAGE DRAWINGS MARKED "FOR CONSTRUCTION", THE SPECIFICATION, CAMPASPE SHIRE COUNCILS STANDARD DRAWINGS WHERE APPLICABLE AND TO THE SATISFACTION OF THE COUNCIL'S SUPERVISING OFFICER.
3. THE CIVIL WORKS HOLD POINTS SHALL APPLY UNTIL THE WORKS HAVE BEEN INSPECTED AND APPROVED BY COUNCIL'S SUPERVISING OFFICER. THE CONSULTANT'S SUPERVISOR TO BE PRESENT AT ALL INSPECTIONS.
4. ALL LEVELS ARE TO A.H.D. (AUSTRALIAN HEIGHT DATUM). BASED ON WHARPARILLA PM 29 WITH A STATED VALUE OF RL95.745.
5. ALL COORDINATES ARE TO MAP GRID OF AUSTRALIA (MGA94) ZONE 55 BASED ON WHARPARILLA PM 81 AND RATIFIED TO WHARPARILLA PM 73.
6. THE LOCATION OF EXISTING UNDERGROUND SERVICES ARE APPROXIMATE ONLY AND THEIR EXACT POSITION AND LEVEL SHOULD BE PROVEN ON SITE PRIOR TO COMMENCEMENT OF ANY WORKS.
7. PRIOR TO COMMENCEMENT OF WORKS TOPSOIL AND VEGETATION TO BE STRIPPED TO A MIN. DEPTH OF 80mm FROM THE WORKS AREA AND STOCKPILED AS DIRECTED. ALL DELVERS AND DAM TO BE DESILTED TO A FIRM DRY BASE ALL FARM FENCES, CULVERTS AND OTHER STRUCTURES TO BE REMOVED AND DISPOSED OF AS DIRECTED.
8. ALL EXISTING LEVELS SHOWN ON THE PROPOSED ALLOTMENT BOUNDARIES HAVE BEEN INTERPOLATED FROM A DIGITAL TERRAIN MODEL.
9. UNLESS NOTED OTHERWISE RUNNING DISTANCES SHOWN REFER TO CENTRELINE OF ROAD.
10. ALL DRAINAGE PIPES (CULVERTS) TO BE CLASS "4" RUBBER RING JOINTED REINFORCED CONCRETE UNLESS NOTED OTHERWISE.
11. BACKFILL FOR STORMWATER PIPES UNDER ROAD PAVEMENT / VEHICLE CROSSINGS TO BE CLASS 3 F.C.R. COMPACTED IN MAX. 150mm LAYERS. WHERE EXISTING STORMWATER PIPES ARE BEING REMOVED FROM WITHIN PROPOSED ROAD RESERVES THE TRENCH IS TO BE BACKFILLED WITH CLASS 3 F.C.R. COMPACTED IN 150mm LAYERS.
12. ALL STORMWATER DRAINAGE TRENCHES TO BE COMPACTED TO ACHIEVE AT LEAST 95% STANDARD COMPACTION UNLESS OTHERWISE NOTED.
13. UNLESS NOTED OTHERWISE ALL HOUSE DRAINS TO BE 150mm DIA. uPVC EXTENDING 1m INTO LOT. REFER TO STANDARD CONSTRUCTION DETAILS.
14. ALL ALLOTMENTS TO HAVE A MINIMUM 1 IN 500 GRADE.

SERVICES :

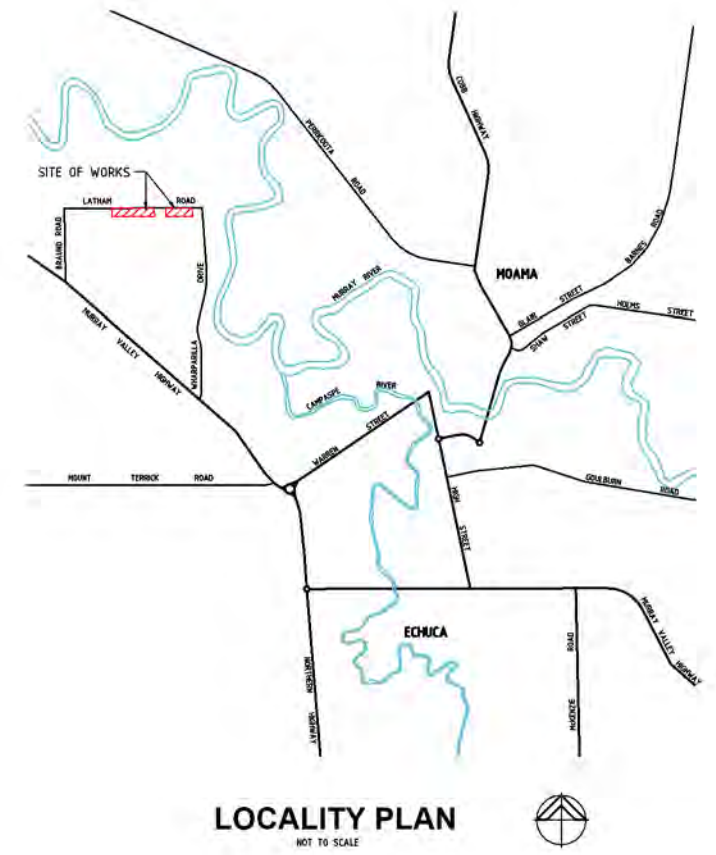
1. WORKS ASSOCIATED WITH THE STREET & DRAINAGE CONTRACT
 - (i) TELECOMMUNICATIONS AND GAS SERVICE CONNECTIONS.
 - (ii) ALL DEVELOPER TRENCHING FOR ELECTRICITY SUPPLY AND TELECOMMUNICATIONS INCLUDING SUPPLY AND PLACEMENT OF ALL BEDDING, PLACEMENT OF COVER SLABS, ELECTRICAL PIT INSTALLATION AND SUB STATION KIOSK FOUNDATION CONSTRUCTION. THE CONTRACTOR TO PROVIDE THE REQUIRED LEVEL CONTROL FOR ALL PITS TO ENSURE THAT THEY ARE INSTALLED TO THE CORRECT FINISHED LEVELS. THESE WORKS ARE TO CONFORM WITH THE ELECTRICAL AND TELECOMMUNICATIONS COMPANIES.
 - (iii) SUPPLY AND INSTALLATION OF WATER MAIN SLEEVE WITHIN COURT BOWL AS REQUIRED. (UNLESS OTHERWISE INSTRUCTED BY THE SUPERINTENDENT).
 - (iv) SUPPLY AND INSTALLATION OF CLASS 3 CRUSHED ROCK BACKFILL TO WATER AUTHORITY WATER MAIN ROAD CROSSINGS. (UNLESS OTHERWISE INSTRUCTED BY THE SUPERINTENDENT).
 - (v) DISPOSAL OF EXCESS SPOIL STOCKPILES FOLLOWING ELECTRICITY/TELECOMMUNICATIONS INSTALLATION.
2. THE CONTRACTOR SHALL CONFIRM CONDUIT LOCATION PRIOR TO EXCAVATION AND PLACEMENT.
3. ALL SERVICE TRENCHES INCLUDING HOUSE DRAINS UNDER ROAD PAVEMENT TO BACKFILLED WITH STABILISED SAND (4% CEMENT).

EARTHWORKS :

1. ALL EARTHWORKS TO BE CARRIED OUT IN ACCORDANCE WITH THE ENVIRONMENTAL MANAGEMENT PLAN.
2. CONTRACTOR TO STOCKPILE SURPLUS FILL MATERIAL WHERE DIRECTED BY CONSULTANT'S SUPERVISOR OR AS NOMINATED ON THE APPROVED DRAWINGS.
3. SURPLUS TOPSOIL TO REMAIN ON SITE FOR FUTURE RE-USE AND STOCKPILED WHERE DIRECTED BY CONSULTANT'S SUPERVISOR OR AS NOMINATED ON THE APPROVED DRAWINGS.
4. FILL TO EXTEND 0.5m BEYOND TITLE BOUNDARY BEFORE BATTERING AT 1 IN 10 TO MATCH EXISTING SURFACE LEVELS. UNLESS OTHERWISE SHOWN.
5. WHERE VOLUMES ARE REFERRED TO, THEY ARE ESTIMATES OF THE IN-SITU SOLID EXCAVATED VOLUMES WITH NO ALLOWANCE FOR SWELL OR COMPACTION ASSOCIATED WITH THE TASK.

SERVICES :

1. WORKS ASSOCIATED WITH THE STREET & DRAINAGE CONTRACT
 - (i) TELECOMMUNICATIONS AND GAS SERVICE CONNECTIONS.
 - (ii) ALL DEVELOPER TRENCHING FOR ELECTRICITY SUPPLY AND TELECOMMUNICATIONS INCLUDING SUPPLY AND PLACEMENT OF ALL BEDDING, PLACEMENT OF COVER SLABS, ELECTRICAL PIT INSTALLATION AND SUB STATION KIOSK FOUNDATION CONSTRUCTION. THE CONTRACTOR TO PROVIDE THE REQUIRED LEVEL CONTROL FOR ALL PITS TO ENSURE THAT THEY ARE INSTALLED TO THE CORRECT FINISHED LEVELS. THESE WORKS ARE TO CONFORM WITH THE ELECTRICAL AND TELECOMMUNICATIONS COMPANIES.
 - (iii) SUPPLY AND INSTALLATION OF WATER MAIN SLEEVE WITHIN COURT BOWL AS REQUIRED. (UNLESS OTHERWISE INSTRUCTED BY THE SUPERINTENDENT).
 - (iv) SUPPLY AND INSTALLATION OF CLASS 3 CRUSHED ROCK BACKFILL TO WATER AUTHORITY WATER MAIN ROAD CROSSINGS. (UNLESS OTHERWISE INSTRUCTED BY THE SUPERINTENDENT).
 - (v) DISPOSAL OF EXCESS SPOIL STOCKPILES FOLLOWING ELECTRICITY/TELECOMMUNICATIONS INSTALLATION.
2. THE CONTRACTOR SHALL CONFIRM CONDUIT LOCATION PRIOR TO EXCAVATION AND PLACEMENT.
3. ALL SERVICE TRENCHES INCLUDING HOUSE DRAINS UNDER ROAD PAVEMENT TO BACKFILLED WITH STABILISED SAND (4% CEMENT).



Endorsed Condition 12, 13, 14, 15
Plan
Planning and Environment Act 1987
Permit No: PLN170/2019
Sheet: 1 of 23
Authorised Officer: Ally Wilkie
Planning Team Leader
Date: 6/05/2021

Chris Smith

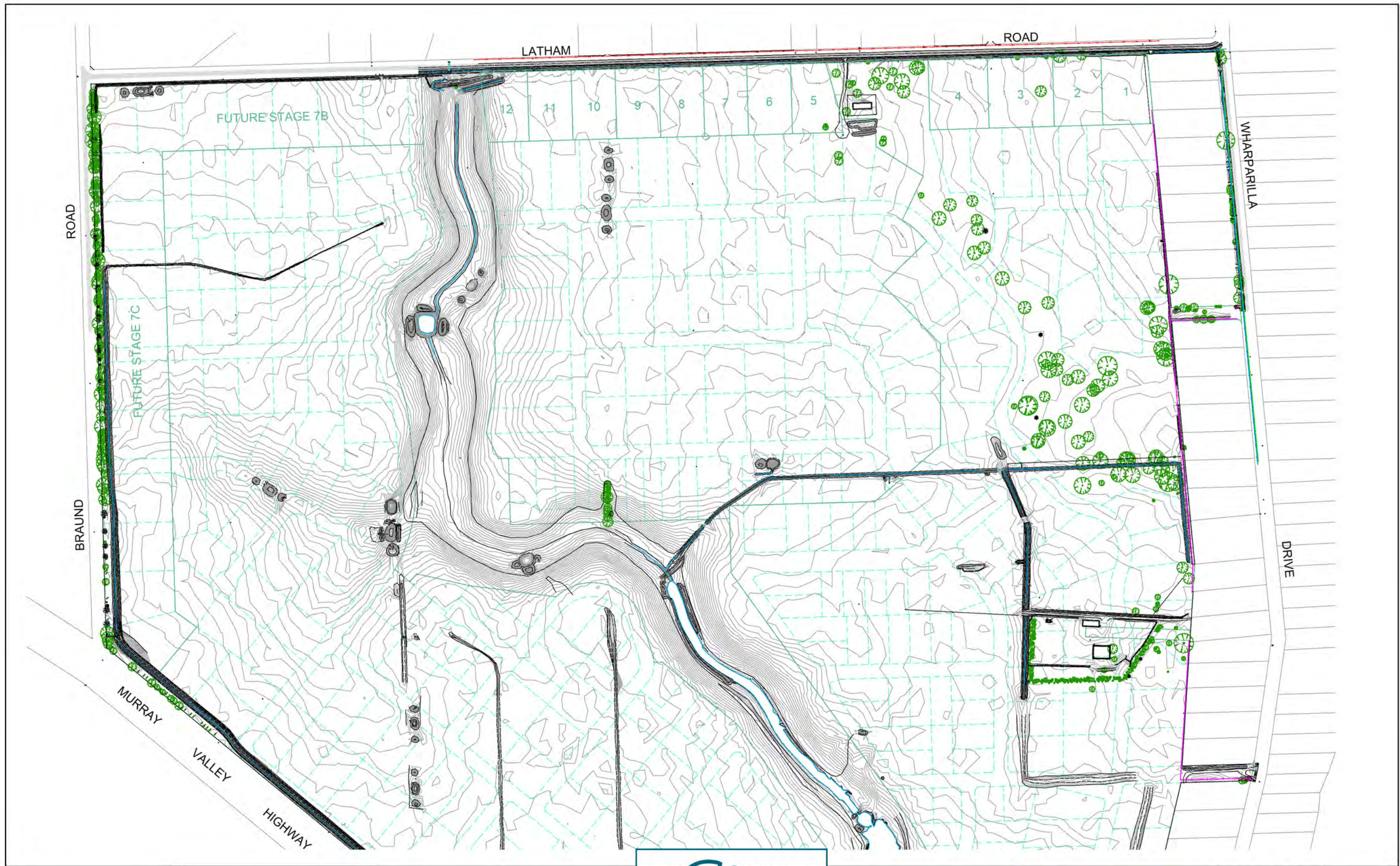
& ASSOCIATES

ABN 14 627 882 064 PTY LTD

- CIVIL ENGINEERS
- LAND SURVEYORS
- URBAN & REGIONAL PLANNERS
- PROJECT MANAGERS

Rev	Amendment	Date
1	DEVELOPER COMPANY NAME CHANGED	04/02/2021

Cover Sheet
 Drawing No. 19119/SD00 Rev. 1
 Sheet No. 0 of 21 19119 SD00v0.dwg
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REVISION	DATE	ZONE



 Campaspe Shire Council

 Endorsed Condition 12, 13, 14, 15 Plan

 Planning and Environment Act 1987

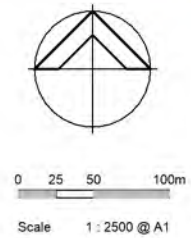
 Permit No. PLN170/2019

 Sheet: 2 of 23

 Authorised Officer: Ally Wilkie

 Planning Team Leader

 Date: 6/05/2021



Chris Smith & Associates PTY LTD

 CIVIL ENGINEERS LAND SURVEYORS

 URBAN & REGIONAL PLANNERS PROJECT MANAGERS

 LEVEL 1 / 135 FRYERS STREET, SHEPPARTON, VIC 3630

 PH: (03) 5820 7700 FAX: (03) 5822 4878 www.csma.com.au

 Designed: Lisa Stevens August 2020

 Drawn: Lisa Stevens August 2020

 Checked: Scott Golightly September 2020

 Approved:

Wharparilla West P/L

Wharparilla Estate - Stage 7A

 Latham Road, Echuca

Street & Drainage Construction

Overall Existing Conditions Plan

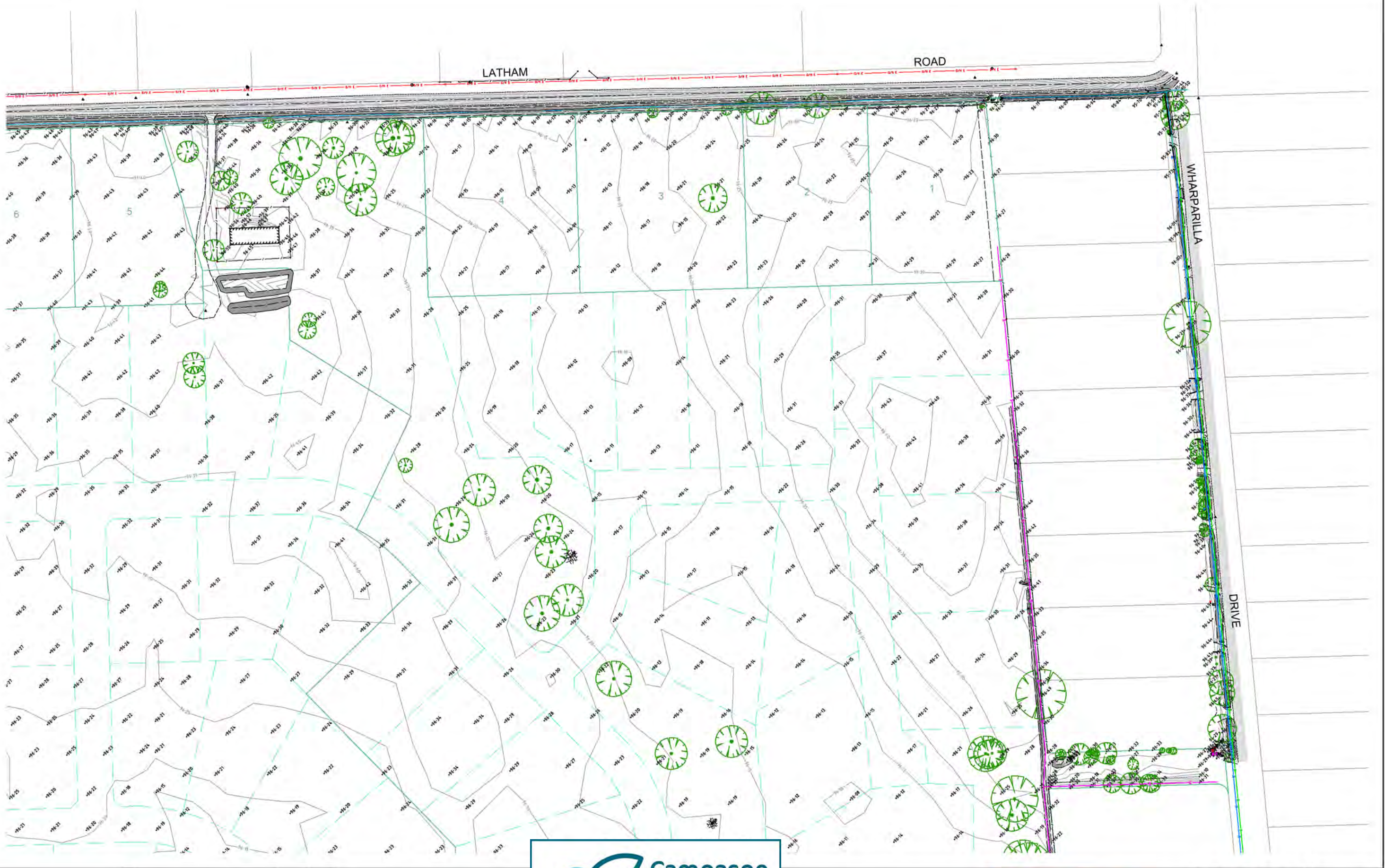
Drawing No. 19119/SD01 Rev. -

 Sheet No. 1 of 21 19119 SD01v0.dwg

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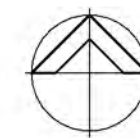
REFER DRG. 19119/SD02 FOR BALANCE OF DEVELOPMENT



REVISION	DATE	ZONE



Endorsed Condition 12, 13, 14, 15
Plan
Planning and Environment Act 1987
Permit No: PLN170/2019
Sheet: 4 of 23
Authorised Officer: Ally Wilkie
Planning Team Leader
Date: 6/05/2021



0 10 20 40m
Scale 1:1000 @ A1

Chris Smith
& ASSOCIATES
RTV L 10

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URBAN & REGIONAL PLANNERS
LEVEL 1 / 135 FRYERS STREET SHEPPARTON, VIC 3630
PH (03) 5820 7700 FAX (03) 5822 4878 www.csmith.com.au

LAND SURVEYORS
PROJECT MANAGERS
Designed Lisa Stevens August 2020
Drawn Lisa Stevens August 2020
Checked Scott Gollightly September 2020
Approved

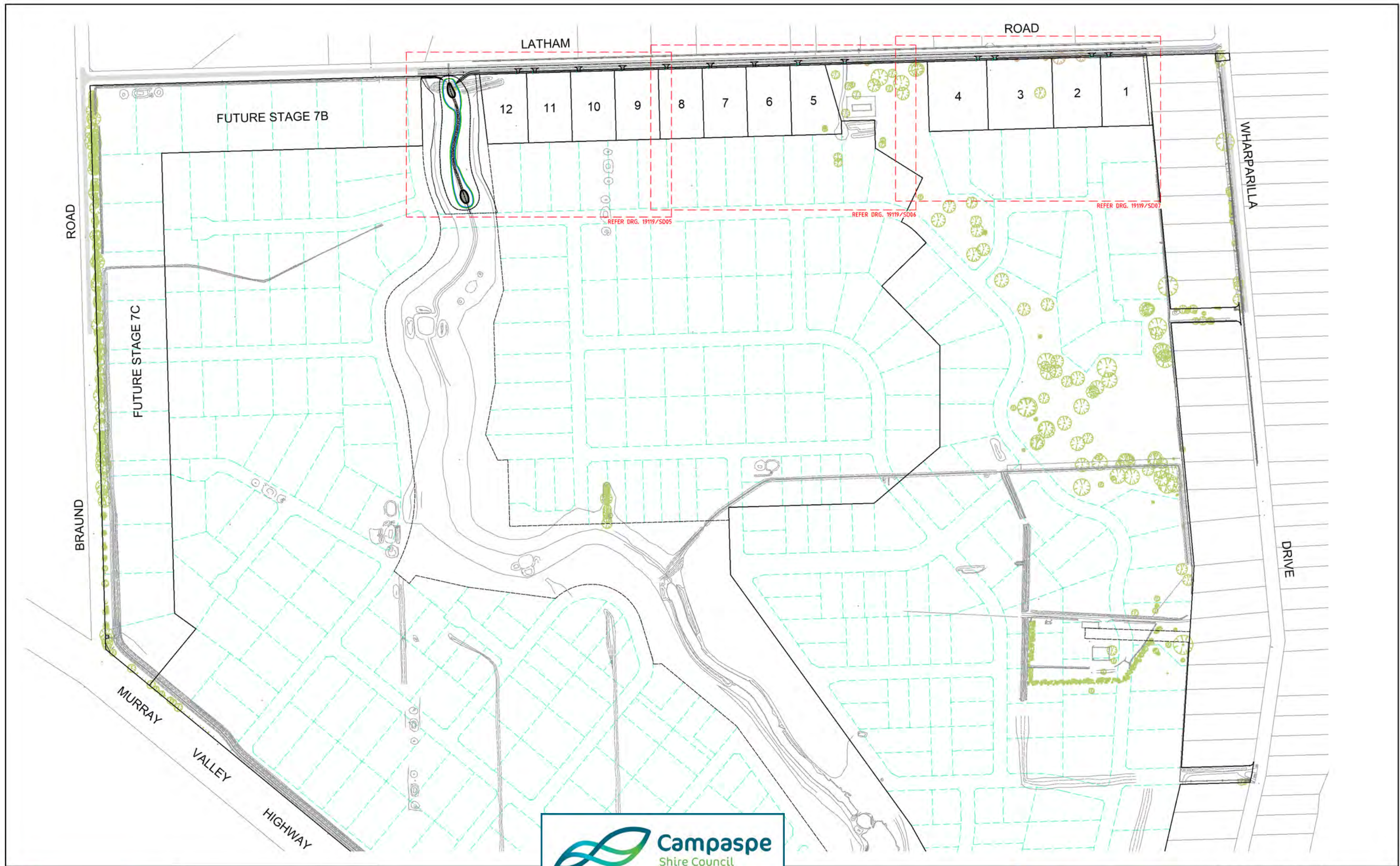
Wharparilla West P/L
Wharparilla Estate - Stage 7A
Latham Road, Echuca

Street & Drainage Construction
Existing Conditions Plan 2
Drawing No. 19119/SD03
Sheet No. 3 of 21

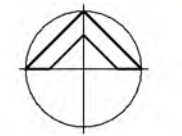
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Plan
Planning and Environment Act 1987
Permit No: PLN170/2019
Sheet: 5 of 23
Authorised Officer: Ally Wilkie
Planning Team Leader
Date: 6/05/2021



0 25 50 100m
Scale 1:2500 @ A1

Chris Smith
& ASSOCIATES
PTV LTD

CIVIL ENGINEERS
URBAN & REGIONAL PLANNERS
LAND SURVEYORS
PROJECT MANAGERS
LEVEL 1 / 135 FRYERS STREET, SHEPPARTON, VIC 3630
PH: (03) 5820 7700 FAX: (03) 5822 4878 www.csmith.com.au
Designed Lisa Stevens August 2020
Drawn Lisa Stevens August 2020
Checked Scott Goughly September 2020
Approved

Wharparilla West P/L
Wharparilla Estate - Stage 7A
Latham Road, Echuca

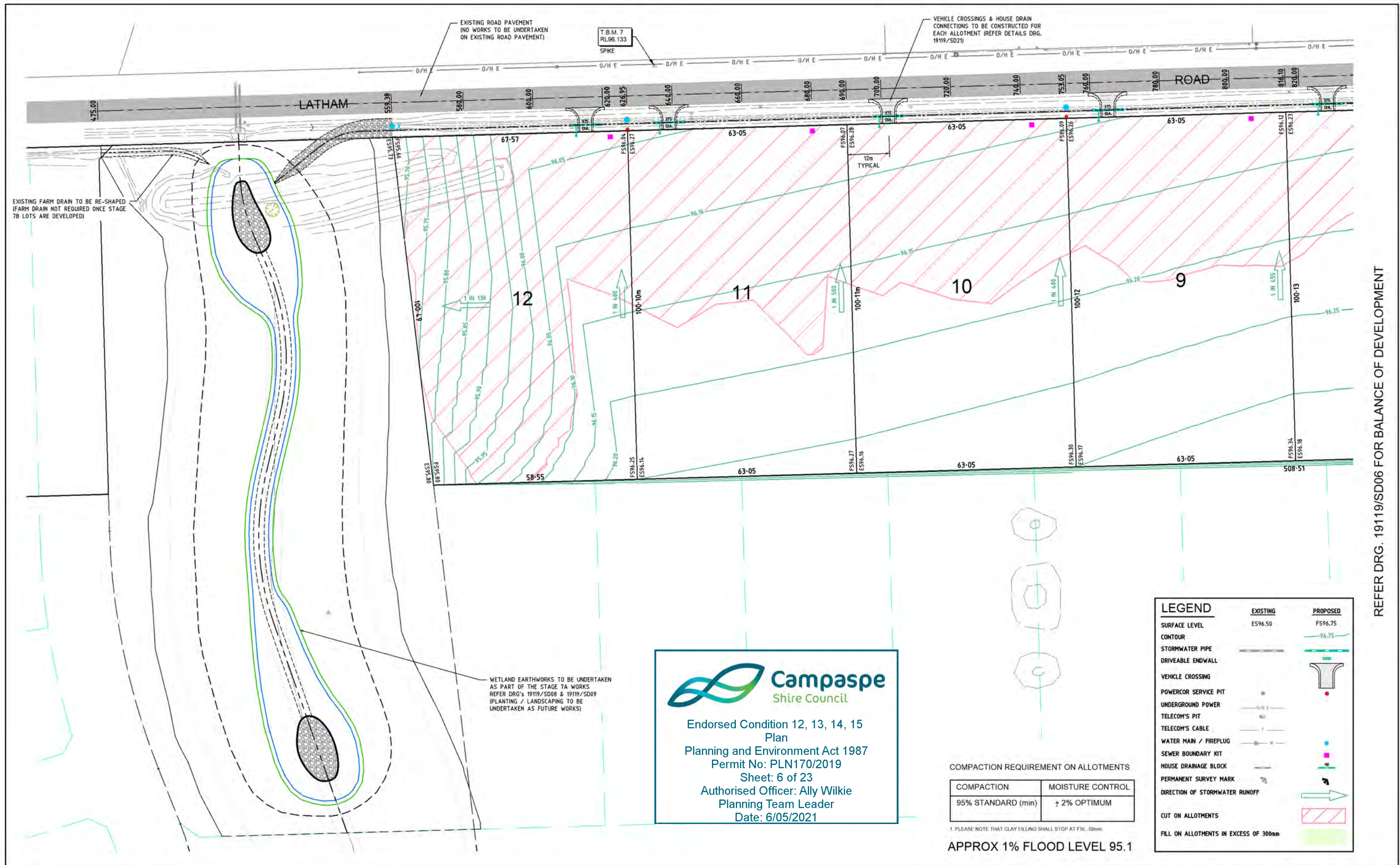
Street & Drainage Construction
Overall Layout Plan
Drawing No. 19119/SD04
Sheet No. 4 of 21

Rev. -
19119 SD02v1.dwg
A1
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NOTE 1
BEWARE OF EXISTING
OVERHEAD POWER CABLES.

WARNING
BEWARE OF UNDERGROUND SERVICES
The locations of underground services are approximate only and their exact position should be proven on site. No guarantee is given that all existing services are shown.

REVISION	DATE	ZONE



REFER DRG. 19119/SD06 FOR BALANCE OF DEVELOPMENT

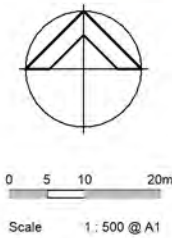
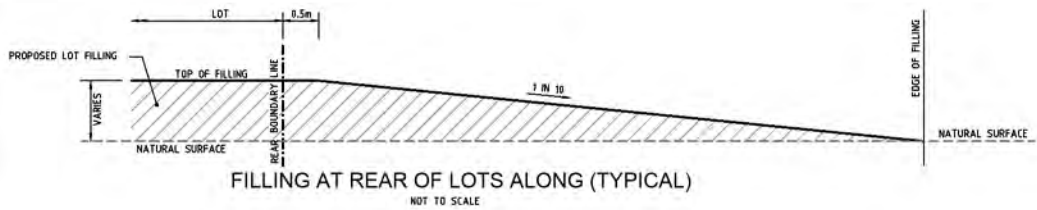

 Campaspe
 Shire Council
 Endorsed Condition 12, 13, 14, 15
 Plan
 Planning and Environment Act 1987
 Permit No: PLN170/2019
 Sheet: 6 of 23
 Authorised Officer: Ally Wilkie
 Planning Team Leader
 Date: 6/05/2021

LEGEND	EXISTING	PROPOSED
SURFACE LEVEL	ES96.50	FS96.75
CONTOUR		96.75
STORMWATER PIPE		
DRIVEABLE ENDWALL		
VEHICLE CROSSING		
POWERCOR SERVICE PIT		
UNDERGROUND POWER		
TELECOM'S PIT		
TELECOM'S CABLE		
WATER MAIN / FIREPLUG		
SEWER BOUNDARY KIT		
HOUSE DRAINAGE BLOCK		
PERMANENT SURVEY MARK		
DIRECTION OF STORMWATER RUNOFF		
CUT ON ALLOTMENTS		
FILL ON ALLOTMENTS IN EXCESS OF 300mm		

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REVISION	DATE	ZONE

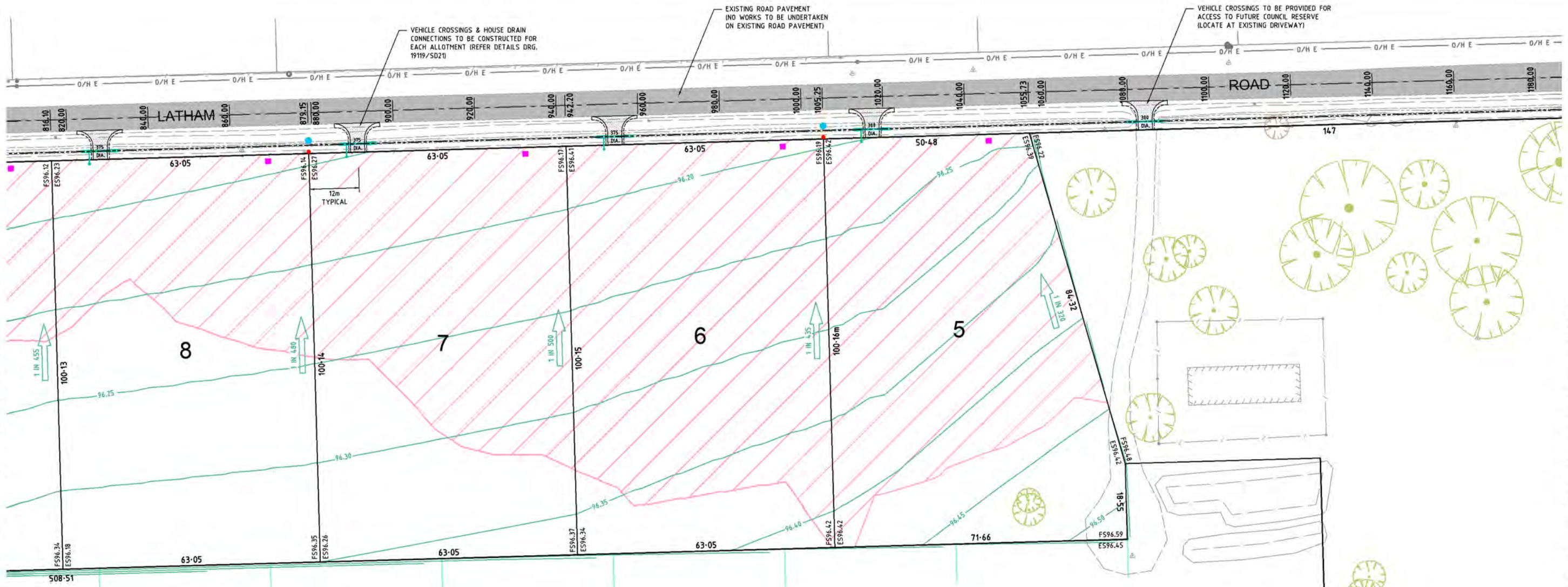


Chris Smith & ASSOCIATES
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 Designed: Lisa Stevens August 2020
 Drawn: Lisa Stevens August 2020
 Checked: Scott Gollightly September 2020
 Approved:

Wharparilla West P/L
Wharparilla Estate - Stage 7A
 Latham Road, Echuca
Street & Drainage Construction
Layout Plan 1
Drawing No. 19119/SD05 Rev. -
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REFER DRG. 19119/SD05 FOR BALANCE OF DEVELOPMENT

REFER DRG. 19119/SD07 FOR BALANCE OF DEVELOPMENT



Campaspe
Shire Council

Endorsed Condition 12, 13, 14, 15
Plan
Planning and Environment Act 1987
Permit No: PLN170/2019
Sheet: 7 of 23
Authorised Officer: Ally Wilkie
Planning Team Leader
Date: 6/05/2021

COMPACTION REQUIREMENT ON ALLOTMENTS

COMPACTION	MOISTURE CONTROL
95% STANDARD (min)	+ 2% OPTIMUM

1 PLEASE NOTE THAT CLAY FILLING SHALL STOP AT FSL -50mm

APPROX 1% FLOOD LEVEL 95.1

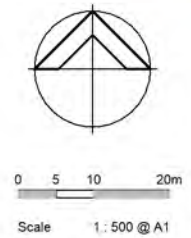
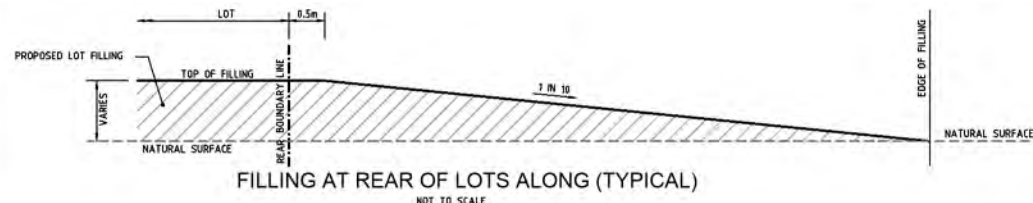
LEGEND

	EXISTING	PROPOSED
SURFACE LEVEL	ES96.50	FS96.75
CONTOUR		96.75
STORMWATER PIPE		
DRIVEABLE ENDWALL		
VEHICLE CROSSING		
POWERCOR SERVICE PIT		
UNDERGROUND POWER		
TELECOM'S PIT		
TELECOM'S CABLE		
WATER MAIN / FIREPLUG		
SEWER BOUNDARY KIT		
HOUSE DRAINAGE BLOCK		
PERMANENT SURVEY MARK		
DIRECTION OF STORMWATER RUNOFF		
CUT ON ALLOTMENTS		
FILL ON ALLOTMENTS IN EXCESS OF 300mm		
EXISTING TREE TO REMAIN		
EXISTING TREE TO BE REMOVED		

NOTE 1
BEWARE OF EXISTING OVERHEAD POWER CABLES.

WARNING
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REVISION	DATE	ZONE
2	EXISTING TREES TO BE REMOVED SHOWN	19/03/2021
1	DRIVEWAY CULVERT FOR LOT 5 REDUCED TO 300 DIA.	10/03/2021



Chris Smith & ASSOCIATES
RTV L TD

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PH: (03) 5820 7700 FAX: (03) 5822 4878 www.csmith.com.au

LAND SURVEYORS
PROJECT MANAGERS

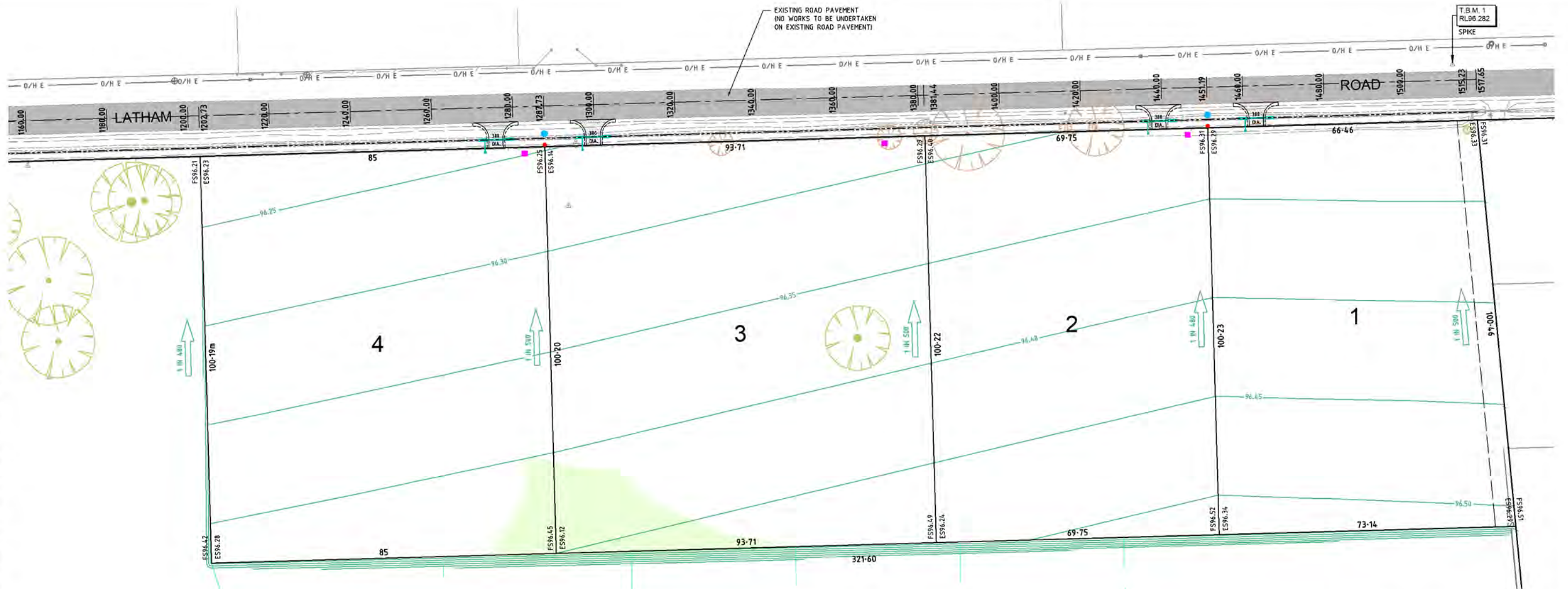
Designed: Lisa Stevens August 2020
Drawn: Lisa Stevens August 2020
Checked: Scott Goughly September 2020
Approved:

Wharparilla West P/L
Wharparilla Estate - Stage 7A
Latham Road, Echuca

Street & Drainage Construction
Layout Plan 2
Drawing No. 19119/SD06 Rev. 2
Sheet No. 6 of 21 19119 SD02v1.dwg

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REFER DRG. 19119/SD06 FOR BALANCE OF DEVELOPMENT





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 Plan
 Planning and Environment Act 1987
 Permit No: PLN170/2019
 Sheet: 8 of 23
 Authorised Officer: Ally Wilkie
 Planning Team Leader
 Date: 6/05/2021

COMPACTION REQUIREMENT ON ALLOTMENTS

COMPACTION	MOISTURE CONTROL
95% STANDARD (min)	± 2% OPTIMUM

1. PLEASE NOTE THAT CLAY FILLING SHALL STOP AT FSL - 50mm
 APPROX 1% FLOOD LEVEL 95.1

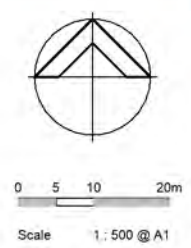
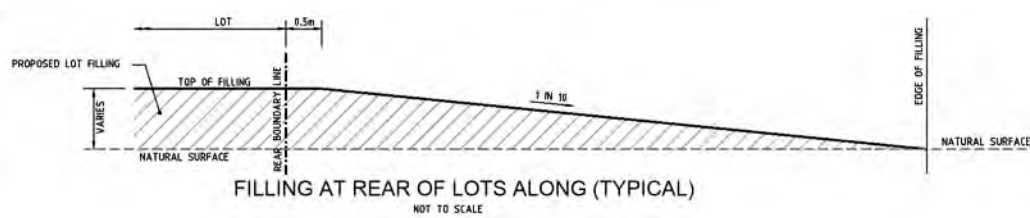
LEGEND

	EXISTING	PROPOSED
SURFACE LEVEL	ES96.50	FS96.75
CONTOUR		96.75
STORMWATER PIPE		
DRIVEABLE ENDWALL		
VEHICLE CROSSING		
POWERCOR SERVICE PIT		
UNDERGROUND POWER		
TELECOM'S PIT		
TELECOM'S CABLE		
WATER MAIN / FIREPLUG		
SEWER BOUNDARY KIT		
HOUSE DRAINAGE BLOCK		
PERMANENT SURVEY MARK		
DIRECTION OF STORMWATER RUNOFF		
CUT ON ALLOTMENTS		
FILL ON ALLOTMENTS IN EXCESS OF 300mm		
EXISTING TREE TO REMAIN		
EXISTING TREE TO BE REMOVED		

NOTE 1
 BEWARE OF EXISTING OVERHEAD POWER CABLES.

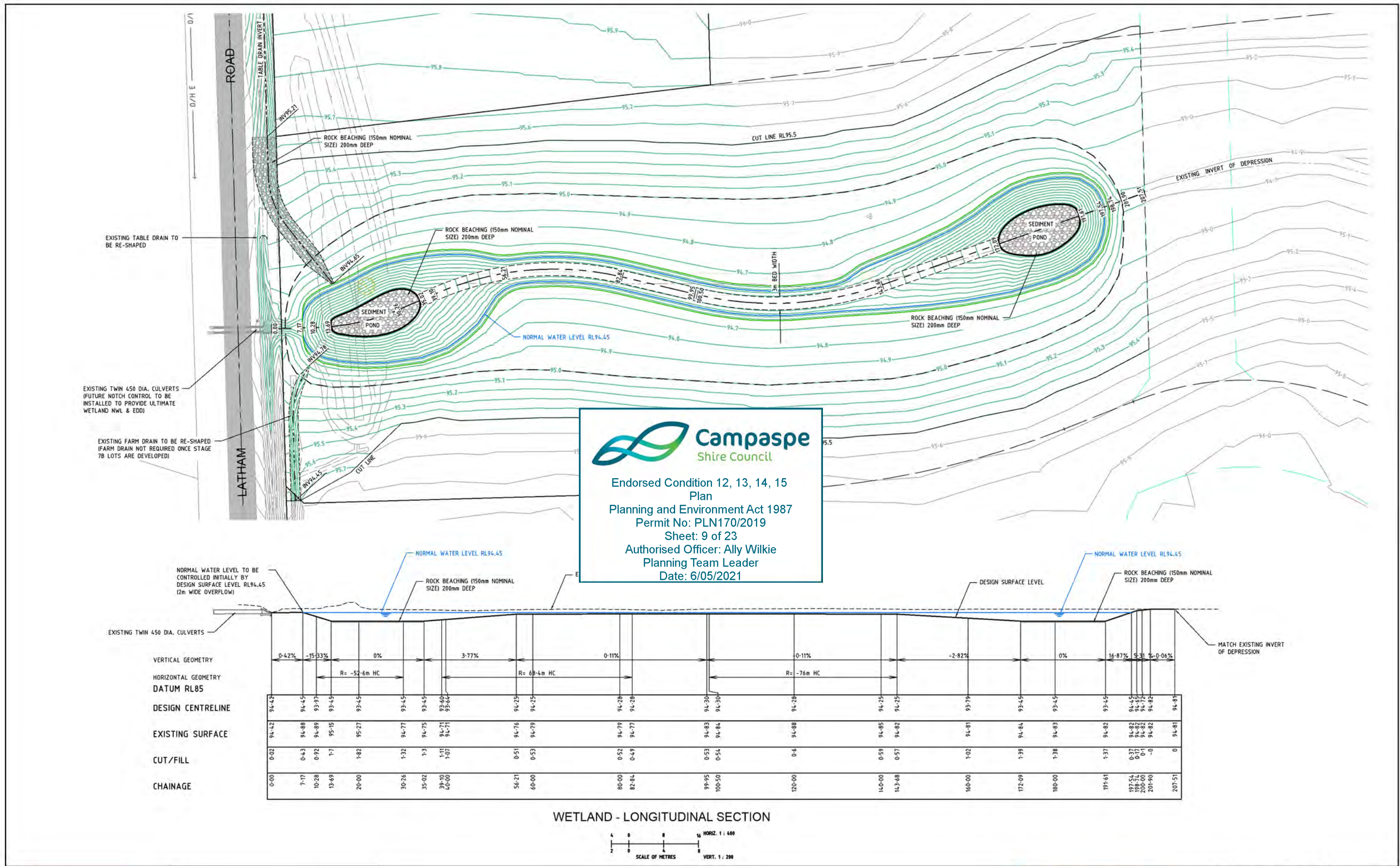
WARNING
 BEWARE OF UNDERGROUND SERVICES
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REVISION	DATE	ZONE
2	19/03/2021	
1	10/03/2021	



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 CIVIL ENGINEERS, URBAN & REGIONAL PLANNERS, LAND SURVEYORS, PROJECT MANAGERS
 LEVEL 1 / 135 FRYERS STREET SHEPPARTON, VIC 3630
 PH: (03) 5820 7700 FAX: (03) 5822 4878 www.csmith.com.au
 Designed: Lisa Stevens August 2020
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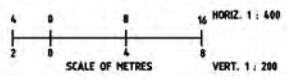
Wharparilla West P/L
Wharparilla Estate - Stage 7A
 Latham Road, Echuca
Street & Drainage Construction
Layout Plan 3
 Drawing No. 19119/SD07 Rev. 2
 Sheet No. 7 of 21 19119 SD02v1.dwg
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 Plan
 Planning and Environment Act 1987
 Permit No: PLN170/2019
 Sheet: 9 of 23
 Authorised Officer: Ally Wilkie
 Planning Team Leader
 Date: 6/05/2021

VERTICAL GEOMETRY	-0.42%		-15.33%		0%		3.77%		0.11%		-0.11%		-2.82%		0%		16.87%		5.31%		-0.06%	
HORIZONTAL GEOMETRY			R= -52.6m HC				R= 69.4m HC				R= -76m HC											
DATUM RL85																						
DESIGN CENTRELINE	94.42	94.45	93.97	93.45	93.45	93.45	93.45	94.25	94.25	94.28	94.28	94.30	94.30	94.28	94.25	94.25	93.79	93.45	93.45	93.45	94.45	94.81
EXISTING SURFACE	94.42	94.88	94.89	95.15	95.27	94.77	94.75	94.71	94.71	94.76	94.77	94.83	94.84	94.88	94.85	94.82	94.81	94.84	94.83	94.82	94.82	94.81
CUT/FILL	0.00	0.43	0.92	1.7	1.82	1.32	1.3	1.11	1.07	0.51	0.53	0.52	0.49	0.6	0.59	0.57	1.02	1.39	1.38	1.37	0.37	0
CHAINAGE	0+00	7+17	10+28	13+69	20+00	30+26	35+02	38+10	40+00	56+21	60+00	80+00	82+84	99+95	100+50	120+00	140+00	143+68	160+00	172+09	180+00	207+51

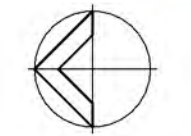
WETLAND - LONGITUDINAL SECTION



NOTE 1
BEWARE OF EXISTING OVERHEAD POWER CABLES.

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REVISION	DATE	ZONE



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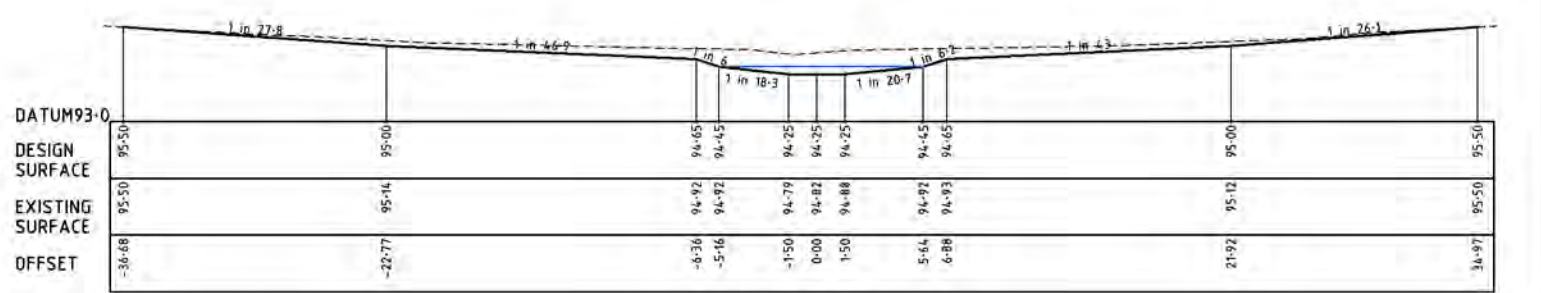
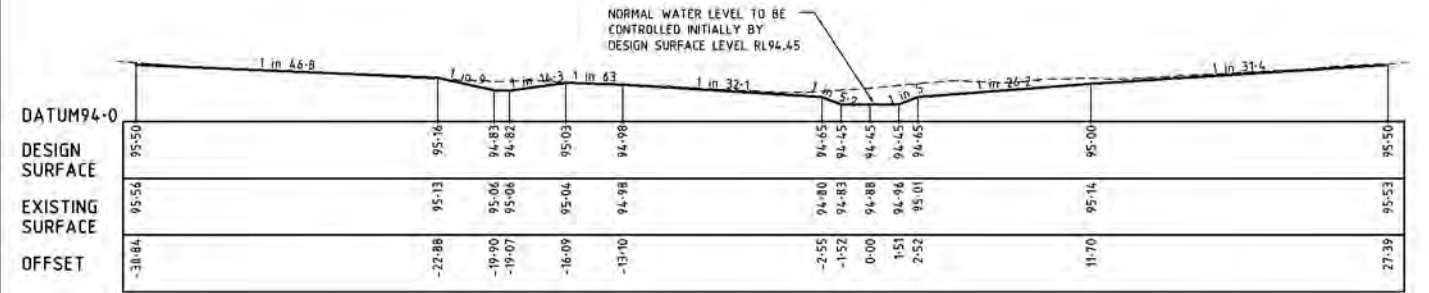
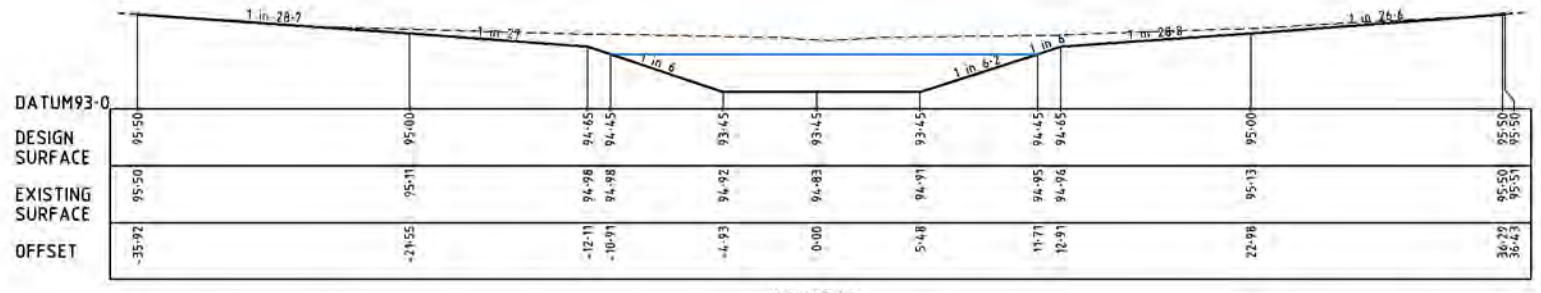
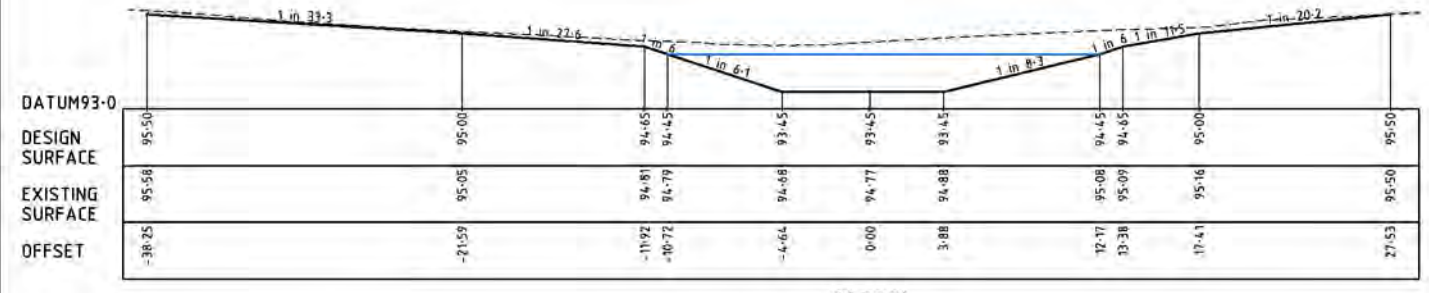
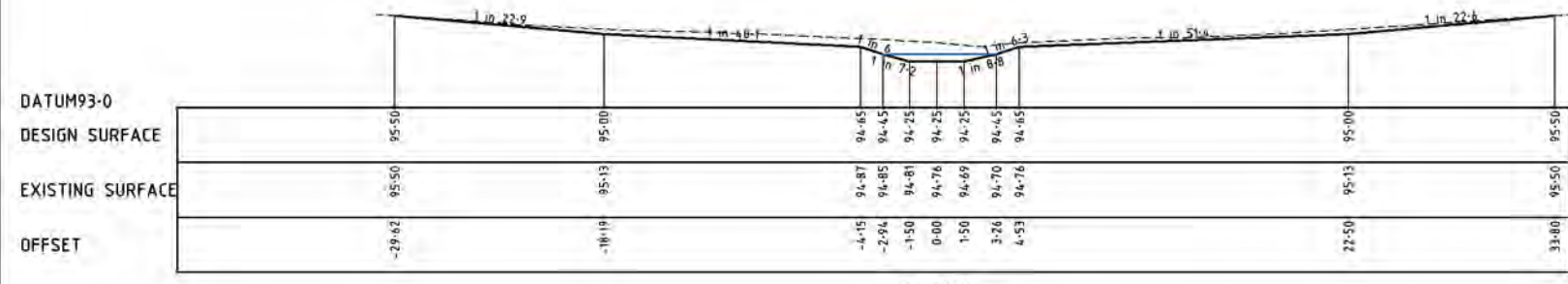
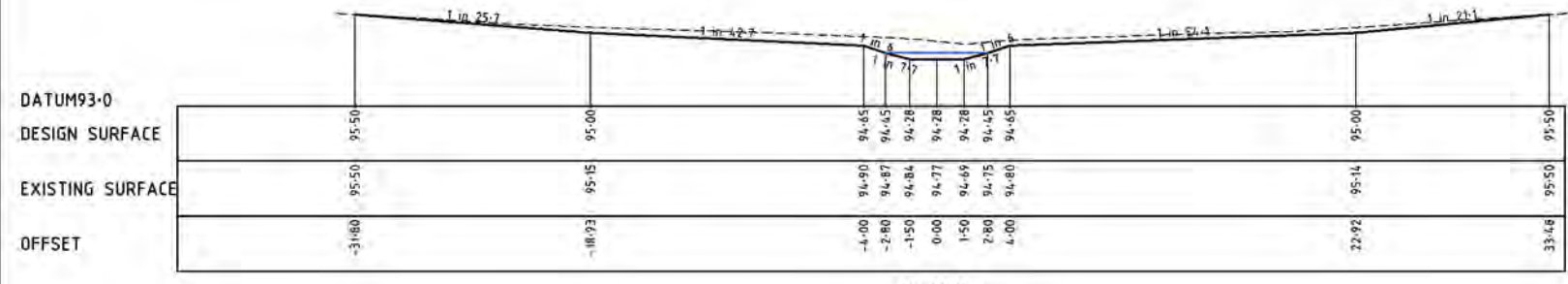
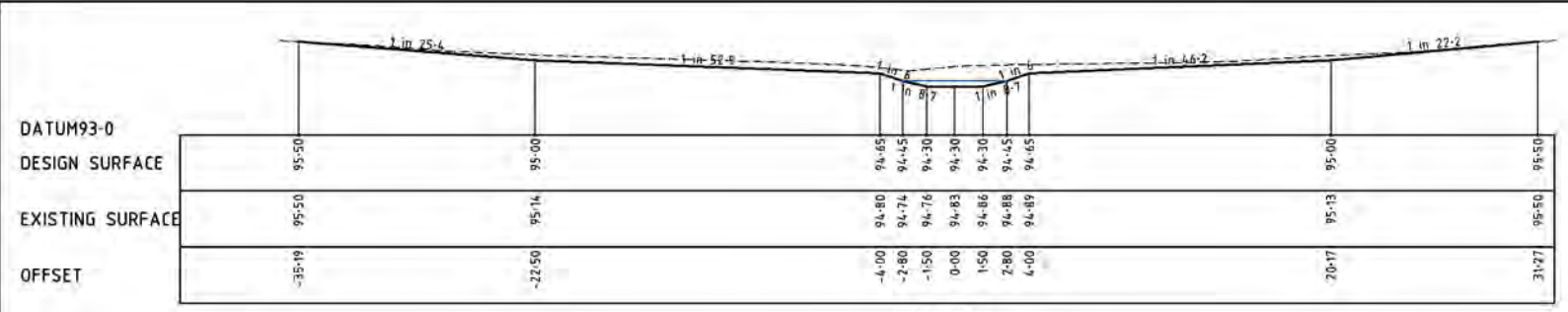
LEVEL 1 / 135 FRYERS STREET, SHEPPARTON, VIC 3630
PH: (03) 5820 7700 FAX: (03) 5822 4878 www.csmith.com.au

Designed: Lisa Stevens August 2020
Drawn: Lisa Stevens August 2020
Checked: Scott Goughly September 2020
Approved:

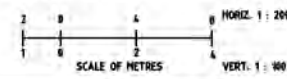
Wharparilla West P/L
Wharparilla Estate - Stage 7A
Latham Road, Echuca

Street & Drainage Construction
Wetland Layout & Longitudinal Section
Drawing No. 19119/SD08 Rev. -
Sheet No. 8 of 21 19119 SD02v1.dwg

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WETLAND - CROSS SECTIONS



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Plan
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Permit No: PLN170/2019
Sheet: 10 of 23
Authorised Officer: Ally Wilkie
Planning Team Leader
Date: 6/05/2021

NOTE 1
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REVISION	DATE	ZONE

LEGEND

- EXISTING SURFACE
- DESIGN SURFACE LEVEL
- NORMAL WATER LEVEL

ALL LEVELS ARE TO AHD

Chris Smith & Associates

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URBAN & REGIONAL PLANNERS
LEVEL 11 135 EYERS STREET, SHEPPARTON, VIC. 3630
PH: (03) 5620 7700 FAX: (03) 5622 4879 www.csmith.com.au

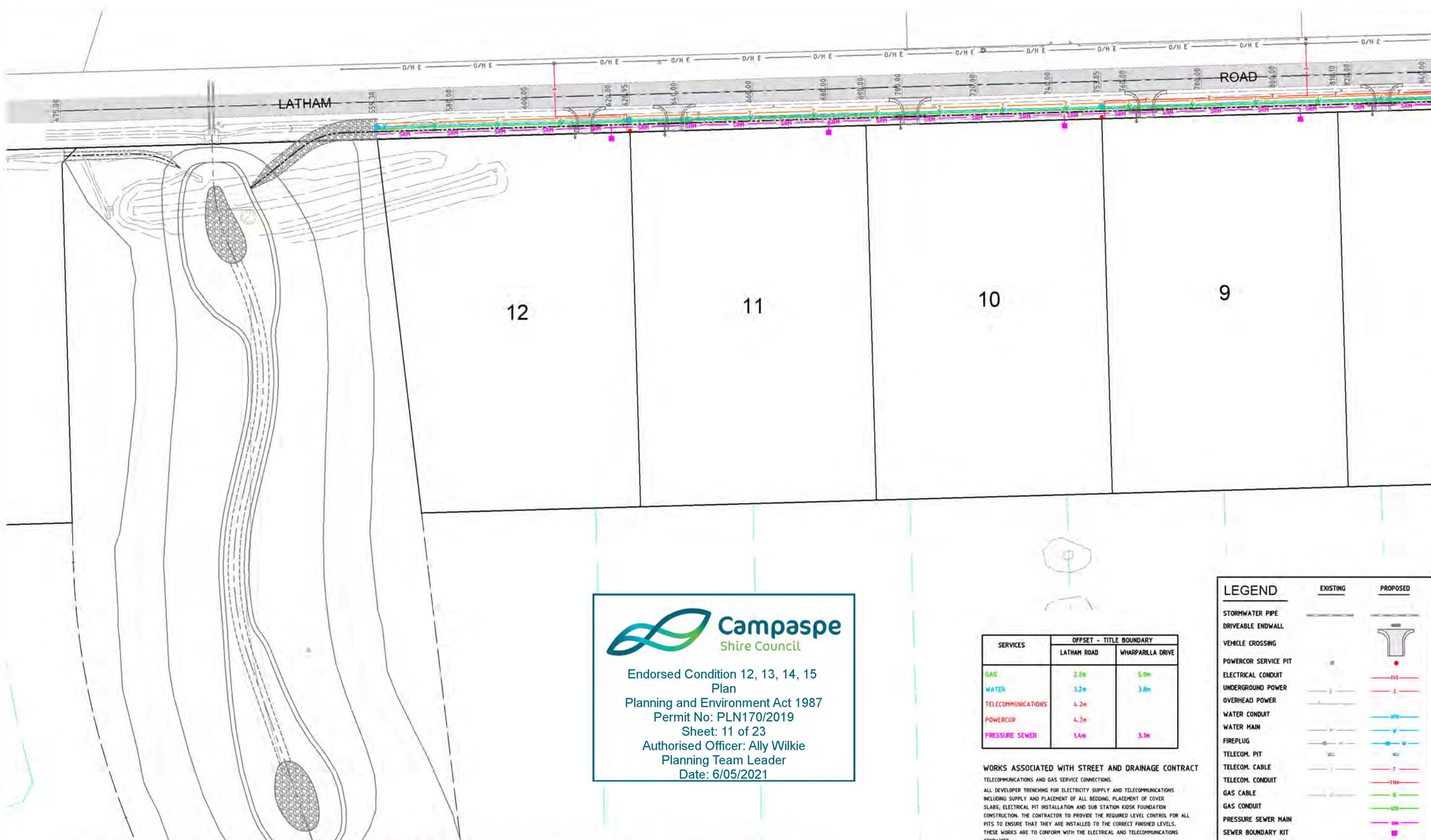
LAND SURVEYORS
PROJECT MANAGERS


Designed: Lisa Stevens August 2020
Drawn: Lisa Stevens August 2020
Checked: Scott Gollightly September 2020
Approved:

Wharparilla West P/L
Wharparilla Estate - Stage 7A
Latham Road, Echuca

Street & Drainage Construction
Wetland Cross Sections
Drawing No. 19119/SD09 Rev. -
Sheet No. 9 of 21 19119 SD02v1.dwg

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 Planning and Environment Act 1987
 Permit No: PLN170/2019
 Sheet: 11 of 23
 Authorised Officer: Ally Wilkie
 Planning Team Leader
 Date: 6/05/2021

SERVICES	OFFSET - TITLE BOUNDARY	
	LATHAM ROAD	WHARPARILLA DRIVE
GAS	2.0m	5.0m
WATER	3.2m	3.8m
TELECOMMUNICATIONS	4.2m	
POWERCOR	4.7m	
PRESSURE SEWER	1.4m	3.1m

WORKS ASSOCIATED WITH STREET AND DRAINAGE CONTRACT
 TELECOMMUNICATIONS AND GAS SERVICE CONNECTIONS.
 ALL DEVELOPER TRENCHING FOR ELECTRICITY SUPPLY AND TELECOMMUNICATIONS INCLUDING SUPPLY AND PLACEMENT OF ALL BEDDING, PLACEMENT OF COVER SLABS, ELECTRICAL PIT INSTALLATION AND SUB STATION KIOSK FOUNDATION CONSTRUCTION. THE CONTRACTOR TO PROVIDE THE REQUIRED LEVEL CONTROL FOR ALL PITS TO ENSURE THAT THEY ARE INSTALLED TO THE CORRECT FINISHED LEVELS. THESE WORKS ARE TO CONFORM WITH THE ELECTRICAL AND TELECOMMUNICATIONS COMPANIES.
 SUPPLY AND INSTALLATION OF WATER MAIN SLEEVE WITHIN COURT BOWL AS REQUIRED. UNLESS OTHERWISE INSTRUCTED BY SUPERINTENDENT.
 SUPPLY AND INSTALLATION OF CLASS 3 CRUSHED ROCK BACKFILL TO WATER AUTHORITY WATER MAIN ROAD CROSSINGS. UNLESS OTHERWISE INSTRUCTED BY SUPERINTENDENT.
 DISPOSAL OF EXCESS SPOIL STOCKPILES FOLLOWING ELECTRICITY/TELECOMMUNICATIONS INSTALLATION.

LEGEND	EXISTING	PROPOSED
STORMWATER PIPE		
DRIVEABLE ENDWALL		
VEHICLE CROSSING		
POWERCOR SERVICE PIT		
ELECTRICAL CONDUIT		
UNDERGROUND POWER		
OVERHEAD POWER		
WATER CONDUIT		
WATER MAIN		
FIREPLUG		
TELECOM. PIT		
TELECOM. CABLE		
TELECOM. CONDUIT		
GAS CABLE		
GAS CONDUIT		
PRESSURE SEWER MAIN		
SEWER BOUNDARY KIT		
HOUSE DRAINAGE BLOCK		
PERMANENT SURVEY MARK		
PUBLIC LIGHT AND CONDUIT		
STABILISED SAND BACKFILL		

FOR TENDERING ONLY, NOT TO BE USED FOR CONSTRUCTION
REFER TO POWERCOR, NBN Co, APA, SEWER & WATER DESIGN PLANS

REFER DRG. 19119/SD11 FOR BALANCE OF DEVELOPMENT

NOTE 1
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REVISION	DATE	ZONE
2	05/05/2021	
1	07/04/2021	



Scale 1:500 @ A1

Chris Smith & Associates
 CIVIL ENGINEERS
 URBAN & REGIONAL PLANNERS
 LAND SURVEYORS
 PROJECT MANAGERS
 LEVEL 1 / 135 FRYERS STREET SHEPPARTON, VIC 3630
 PH: (03) 5820 7700 FAX: (03) 5822 4878 www.camith.com.au
 Designed: Lisa Stevens August 2020
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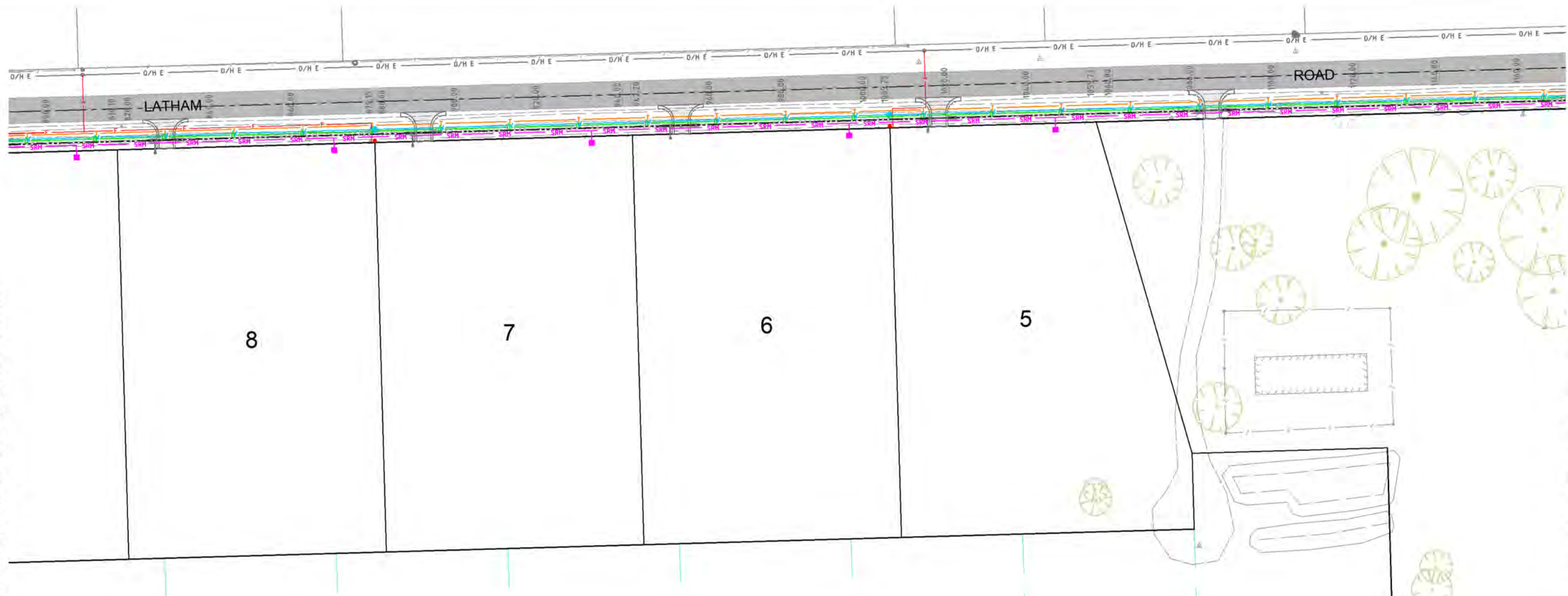
Wharparilla West P/L
Wharparilla Estate - Stage 7A
 Latham Road, Echuca


Street & Drainage Construction
Services Layout Plan 1
 Drawing No. 19119/SD10 Rev. 2
 Sheet No. 10 of 21 19119 SD03v1.dwg

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REFER DRG. 19119/SD10 FOR BALANCE OF DEVELOPMENT

REFER DRG. 19119/SD12 FOR BALANCE OF DEVELOPMENT





Endorsed Condition 12, 13, 14, 15
Plan
 Planning and Environment Act 1987
 Permit No: PLN170/2019
 Sheet: 12 of 23
 Authorised Officer: Ally Wilkie
 Planning Team Leader
 Date: 6/05/2021

SERVICES	OFFSET - TITLE BOUNDARY	
	LATHAM ROAD	WHARPARILLA DRIVE
GAS	2.8m	5.0m
WATER	3.2m	3.8m
TELECOMMUNICATIONS	4.2m	
POWERCOR	4.7m	
PRESSURE SEWER	1.4m	3.1m

WORKS ASSOCIATED WITH STREET AND DRAINAGE CONTRACT
 TELECOMMUNICATIONS AND GAS SERVICE CONNECTIONS.
 ALL DEVELOPER TRENCHING FOR ELECTRICITY SUPPLY AND TELECOMMUNICATIONS INCLUDING SUPPLY AND PLACEMENT OF ALL BEDDING, PLACEMENT OF COVER SLABS, ELECTRICAL PIT INSTALLATION AND SUB STATION KIOSK FOUNDATION CONSTRUCTION. THE CONTRACTOR TO PROVIDE THE REQUIRED LEVEL CONTROL FOR ALL PITS TO ENSURE THAT THEY ARE INSTALLED TO THE CORRECT FINISHED LEVELS. THESE WORKS ARE TO CONFORM WITH THE ELECTRICAL AND TELECOMMUNICATIONS COMPANIES.
 SUPPLY AND INSTALLATION OF WATER MAIN SLEEVE WITHIN COURT BOWL, AS REQUIRED. (UNLESS OTHERWISE INSTRUCTED BY SUPERINTENDENT).
 SUPPLY AND INSTALLATION OF CLASS 3 CRUSHED ROCK BACKFILL TO WATER AUTHORITY WATER MAIN ROAD CROSSINGS. (UNLESS OTHERWISE INSTRUCTED BY SUPERINTENDENT).
 DISPOSAL OF EXCESS SPILL STOCKPILES FOLLOWING ELECTRICITY/TELECOMMUNICATION INSTALLATION.

LEGEND

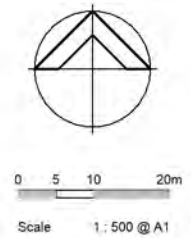
	EXISTING	PROPOSED
STORMWATER PIPE		
DRIVEABLE ENDWALL		
VEHICLE CROSSING		
POWERCOR SERVICE PIT		
ELECTRICAL CONDUIT		
UNDERGROUND POWER		
OVERHEAD POWER		
WATER CONDUIT		
WATER MAIN		
FIREPLUG		
TELECOM. PIT		
TELECOM. CABLE		
TELECOM. CONDUIT		
GAS CABLE		
GAS CONDUIT		
PRESSURE SEWER MAIN		
SEWER BOUNDARY KIT		
HOUSE DRAINAGE BLOCK		
PERMANENT SURVEY MARK		
PUBLIC LIGHT AND CONDUIT		
STABILISED SAND BACKFILL		

FOR TENDERING ONLY, NOT TO BE USED FOR CONSTRUCTION
 REFER TO POWERCOR, NBN Co, APA, SEWER & WATER DESIGN PLANS

NOTE 1
 BEWARE OF EXISTING OVERHEAD POWER CABLES.

WARNING
 BEWARE OF UNDERGROUND SERVICES
 The locations of underground services are approximate only and their exact position should be proven on site. No guarantee is given that all existing services are shown.

REVISION	DATE	ZONE
2	05/05/2021	
1	07/04/2021	



Chris Smith & ASSOCIATES

RTV L10

CIVIL ENGINEERS URBAN & REGIONAL PLANNERS LAND SURVEYORS PROJECT MANAGERS
 LEVEL 1/135 FRYERS STREET SHEPPARTON, VIC 3630
 PH: (03) 5820 7700 FAX: (03) 5822 4878 www.csmith.com.au
 Designed: Lisa Stevens August 2020
 Drawn: Lisa Stevens August 2020
 Checked: Scott Goughly September 2020
 Approved:

Wharparilla West P/L
Wharparilla Estate - Stage 7A
 Latham Road, Echuca

Street & Drainage Construction
Services Layout Plan 2
Drawing No. 19119/SD11 Rev. 2
 Sheet No. 11 of 21 19119 SD03v1.dwg

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REFER DRG. 19119/SD11 FOR BALANCE OF DEVELOPMENT

REFER DRG. 19119/SD13 FOR BALANCE OF DEVELOPMENT



Campaspe
Shire Council

Endorsed Condition 12, 13, 14, 15
Plan
Planning and Environment Act 1987
Permit No: PLN170/2019
Sheet: 13 of 23
Authorised Officer: Ally Wilkie
Planning Team Leader
Date: 6/05/2021

SERVICES	OFFSET - TITLE BOUNDARY	
	LATHAM ROAD	WHARPARILLA DRIVE
GAS	2.8m	5.0m
WATER	3.2m	3.0m
TELECOMMUNICATIONS	4.2m	
POWERCOR	4.7m	
PRESSURE SEWER	1.4m	3.1m

WORKS ASSOCIATED WITH STREET AND DRAINAGE CONTRACT
TELECOMMUNICATIONS AND GAS SERVICE CONNECTIONS.

ALL DEVELOPER TRENCHING FOR ELECTRICITY SUPPLY AND TELECOMMUNICATIONS INCLUDING SUPPLY AND PLACEMENT OF ALL BEDDING, PLACEMENT OF COVER SLABS, ELECTRICAL PIT INSTALLATION AND SUB STATION KIOSK FOUNDATION CONSTRUCTION. THE CONTRACTOR TO PROVIDE THE REQUIRED LEVEL CONTROL FOR ALL PITS TO ENSURE THAT THEY ARE INSTALLED TO THE CORRECT FINISHED LEVELS. THESE WORKS ARE TO CONFORM WITH THE ELECTRICAL AND TELECOMMUNICATIONS COMPANIES.

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SUPPLY AND INSTALLATION OF CLASS 3 CRUSHED ROCK BACKFILL TO WATER AUTHORITY WATER MAIN ROAD CROSSINGS. (UNLESS OTHERWISE INSTRUCTED BY SUPERINTENDENT).

DISPOSAL OF EXCESS SPOIL STOCKPILES FOLLOWING ELECTRICITY/TELECOMMUNICATION INSTALLATION.

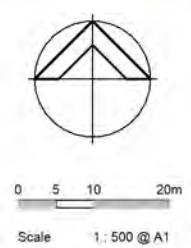
LEGEND	EXISTING	PROPOSED
STORMWATER PIPE		
DRIVEABLE ENDWALL		
VEHICLE CROSSING		
POWERCOR SERVICE PIT		
ELECTRICAL CONDUIT		
UNDERGROUND POWER		
OVERHEAD POWER		
WATER CONDUIT		
WATER MAIN		
FIREPLUG		
TELECOM. PIT		
TELECOM. CABLE		
TELECOM. CONDUIT		
GAS CABLE		
GAS CONDUIT		
PRESSURE SEWER MAIN		
SEWER BOUNDARY KIT		
HOUSE DRAINAGE BLOCK		
PERMANENT SURVEY MARK		
PUBLIC LIGHT AND CONDUIT		
STABILISED SAND BACKFILL		

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REVISION	DATE	ZONE
2	05/05/2021	
1	07/04/2021	



Chris Smith & ASSOCIATES
RTV L TD

CIVIL ENGINEERS
URBAN & REGIONAL PLANNERS

LAND SURVEYORS
PROJECT MANAGERS

LEVEL 1 / 135 FRYERS STREET SHEPPARTON, VIC 3630
PH: (03) 5820 7700 FAX: (03) 5822 4878 www.cssmith.com.au

Designed: Lisa Stevens August 2020
Drawn: Lisa Stevens August 2020
Checked: Scott Golithy September 2020
Approved:

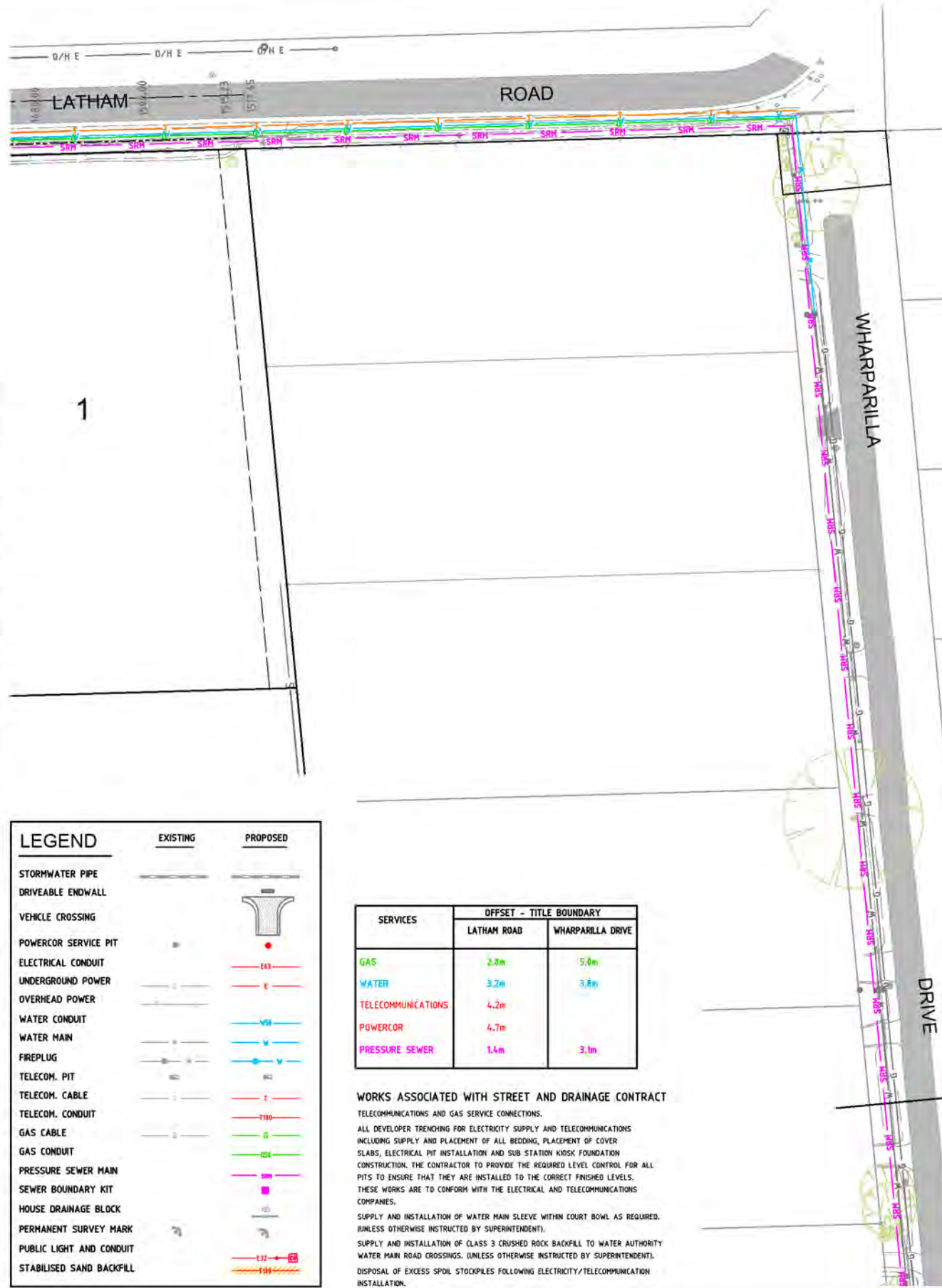
Wharparilla West P/L
Wharparilla Estate - Stage 7A
Latham Road, Echuca

Street & Drainage Construction
Services Layout Plan 3
Drawing No. 19119/SD12 Rev. 2
Sheet No. 12 of 21 19119 SD03v1.dwg

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REFER DRG. 19119/SD12 FOR BALANCE OF DEVELOPMENT

1



LEGEND	EXISTING	PROPOSED
STORMWATER PIPE		
DRIVEABLE ENDWALL		
VEHICLE CROSSING		
POWERCOR SERVICE PIT		
ELECTRICAL CONDUIT		
UNDERGROUND POWER		
OVERHEAD POWER		
WATER CONDUIT		
WATER MAIN		
FIREPLUG		
TELECOM. PIT		
TELECOM. CABLE		
TELECOM. CONDUIT		
GAS CABLE		
GAS CONDUIT		
PRESSURE SEWER MAIN		
SEWER BOUNDARY KIT		
HOUSE DRAINAGE BLOCK		
PERMANENT SURVEY MARK		
PUBLIC LIGHT AND CONDUIT		
STABILISED SAND BACKFILL		

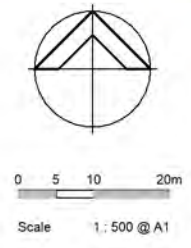
SERVICES	OFFSET - TITLE BOUNDARY	
	LATHAM ROAD	WHARPARILLA DRIVE
GAS	2.8m	5.0m
WATER	3.2m	3.8m
TELECOMMUNICATIONS	4.2m	
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 DISPOSAL OF EXCESS SPOIL STOCKPILES FOLLOWING ELECTRICITY/TELECOMMUNICATION INSTALLATION.



Campaspe
Shire Council

Endorsed Condition 12, 13, 14, 15
Plan
Planning and Environment Act 1987
Permit No: PLN170/2019
Sheet: 14 of 23
Authorised Officer: Ally Wilkie
Planning Team Leader
Date: 6/05/2021



Chris Smith & ASSOCIATES
RTV L TD

CIVIL ENGINEERS
URBAN & REGIONAL PLANNERS
LEVEL 1 / 135 FRYERS STREET SHEPPARTON, VIC 3630
PH: (03) 5820 7700 FAX: (03) 5822 4878 www.csmith.com.au

LAND SURVEYORS
PROJECT MANAGERS

Designed: Lisa Stevens August 2020
Drawn: Lisa Stevens August 2020
Checked: Scott Golightly September 2020
Approved:

Wharparilla West P/L
Wharparilla Estate - Stage 7A
Latham Road, Echuca

Street & Drainage Construction
Services Layout Plan 4
Drawing No. 19119/SD13
Sheet No. 13 of 21

Rev. 2
19119 SD03v1.dwg

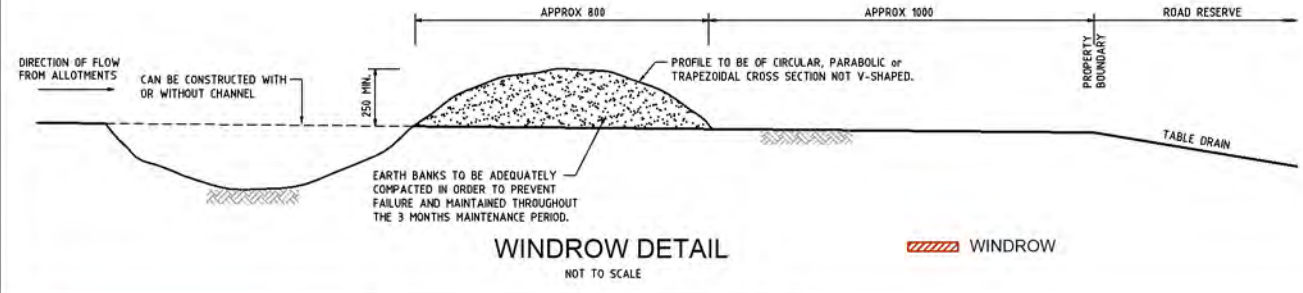
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DRAWINGS NOT TO BE SCALED.

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REVISION	DATE	ZONE
2	05/05/2021	
1	07/04/2021	

REFER DRG. 19119/SD14 FOR BALANCE OF DEVELOPMENT



WINDROW DETAIL
NOT TO SCALE

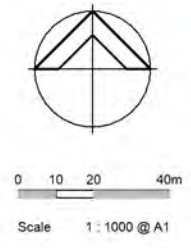
WINDROW

NOTE 1
BEWARE OF EXISTING
OVERHEAD POWER CABLES.

WARNING
BEWARE OF UNDERGROUND SERVICES
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REVISION	DATE	ZONE

Endorsed Condition 12, 13, 14, 15
Plan
Planning and Environment Act 1987
Permit No: PLN170/2019
Sheet: 16 of 23
Authorised Officer: Ally Wilkie
Planning Team Leader
Date: 6/05/2021



Chris Smith & ASSOCIATES
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URBAN & REGIONAL PLANNERS
LEVEL 1 / 135 FRYERS STREET, SHEPPARTON, VIC 3630
PH: (03) 5820 7700 FAX: (03) 5822 4878 www.csmit.com.au

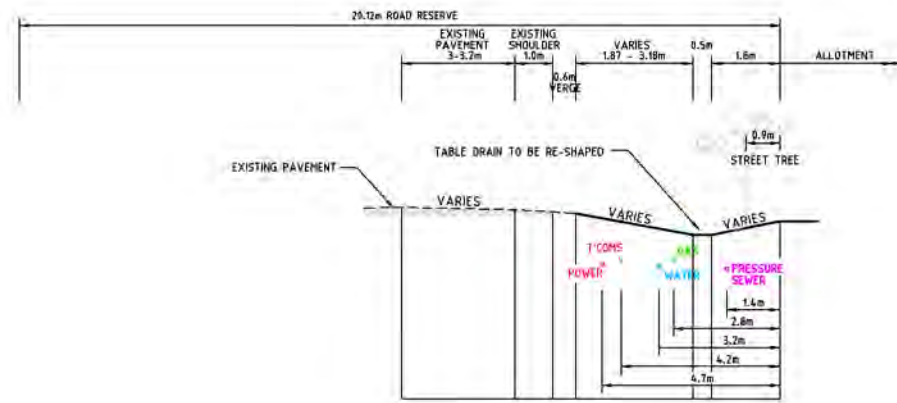
LAND SURVEYORS
PROJECT MANAGERS

Designed Lisa Stevens July 2019
Drawn Lisa Stevens July 2019
Checked Scott Golightly August 2019
Approved

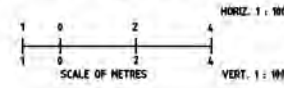
Wharparilla West P/L
Wharparilla Estate - Stage 7A
Latham Road, Echuca

Street & Drainage Construction
Erosion & Sediment Control Plan 2
Drawing No. 19119/SD15 Rev. -
Sheet No. 15 of 21 19119 SD03v1.dwg

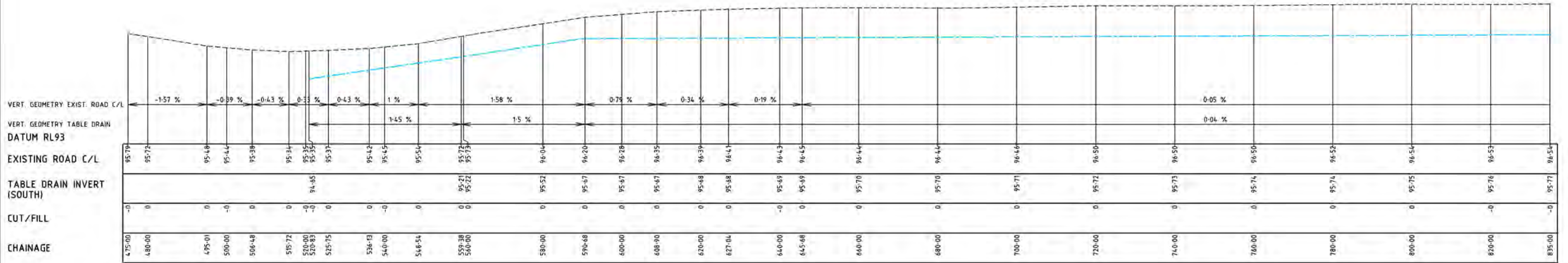
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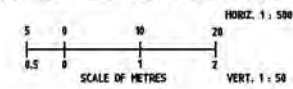
LATHAM ROAD
TYPICAL CROSS SECTION



Endorsed Condition 12, 13, 14, 15
 Plan
 Planning and Environment Act 1987
 Permit No: PLN170/2019
 Sheet: 17 of 23
 Authorised Officer: Ally Wilkie
 Planning Team Leader
 Date: 6/05/2021



LATHAM ROAD - LONGITUDINAL SECTION



REVISION	DATE	ZONE
2	05/05/2021	
1	07/04/2021	

LEGEND	
	EXISTING ROAD CENTRELINE
	TABLE DRAIN INVERT

ALL LEVELS ARE TO AHD



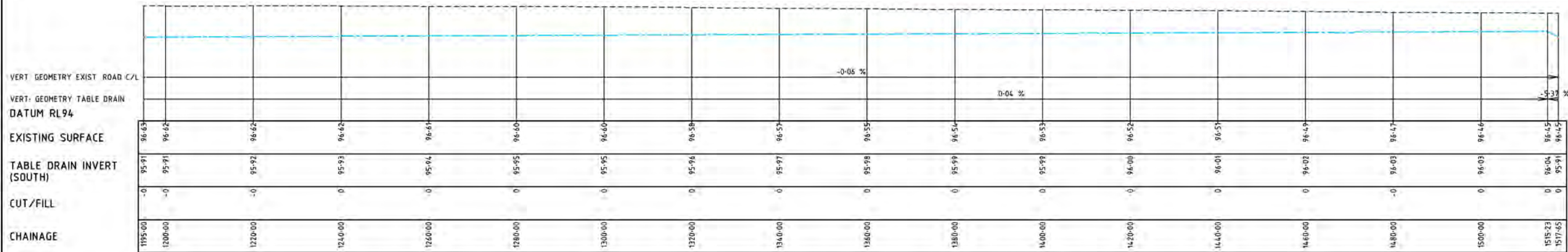
CIVIL ENGINEERS
 URBAN & REGIONAL PLANNERS
 PH: (03) 5820 7700 FAX: (03) 5822 4878 www.csmith.com.au
 LAND SURVEYORS
 PROJECT MANAGERS
 LEVEL 11 135 ERYERS STREET, SHEPPARTON, VIC. 3630
 Designed: Lisa Stevens August 2020
 Drawn: Lisa Stevens August 2020
 Checked: Scott Gollightly September 2020
 Approved:

Wharparilla Estate P/L
 Wharparilla Estate - Stage 7A
 Latham Road, Echuca

Street & Drainage Construction
 Latham Road - Typical & Longitudinal Sections
 Drawing No. 19119/SD16 Rev. 2
 Sheet No. 16 of 21 19119 SD04v1.dwg

Scale As Shown @ A1

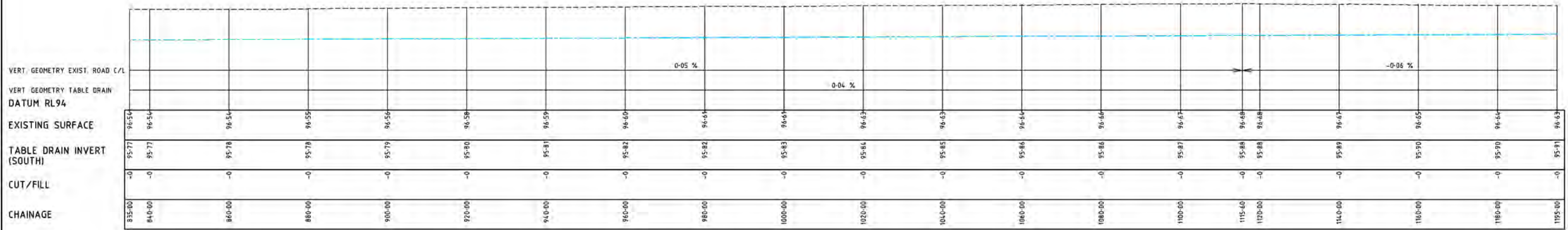
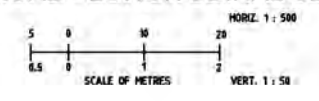
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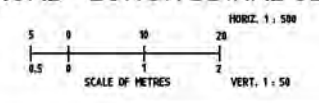
Campaspe
Shire Council

Endorsed Condition 12, 13, 14, 15
Plan
Planning and Environment Act 1987
Permit No: PLN170/2019
Sheet: 18 of 23
Authorised Officer: Ally Wilkie
Planning Team Leader
Date: 6/05/2021

LATHAM ROAD - LONGITUDINAL SECTION



LATHAM ROAD - LONGITUDINAL SECTION



REVISION	DATE	ZONE

LEGEND

--- EXISTING ROAD CENTRELINE
--- TABLE DRAIN INVERT

ALL LEVELS ARE TO AHD



CIVIL ENGINEERS
URBAN & REGIONAL PLANNERS
LAND SURVEYORS
PROJECT MANAGERS

LEVEL 11 135 EYERS STREET, SHEPPARTON, VIC. 3630
PH. (03) 5820 7700 FAX (03) 5822 4879 www.csmith.com.au

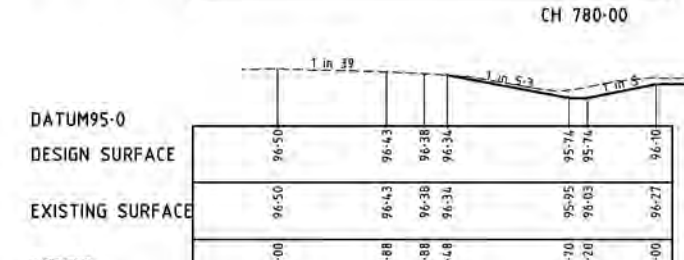
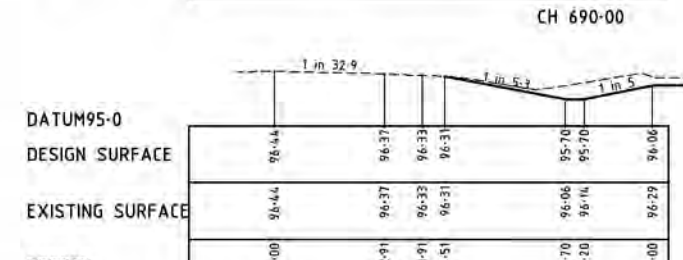
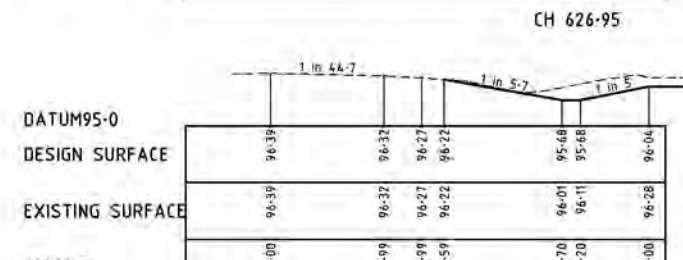
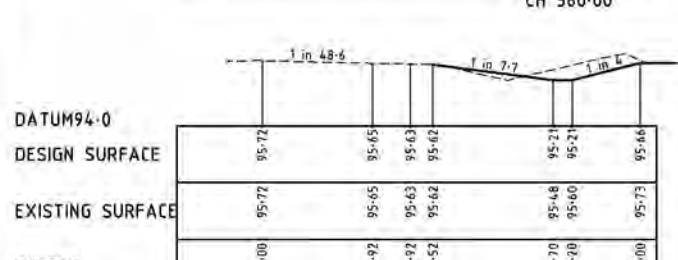
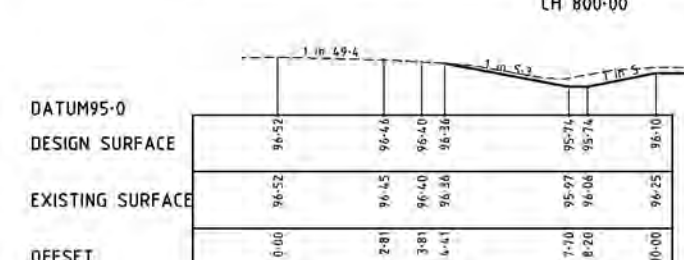
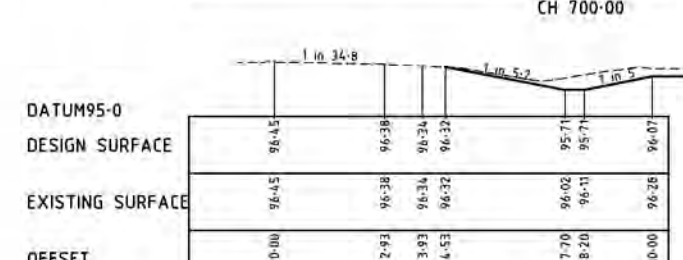
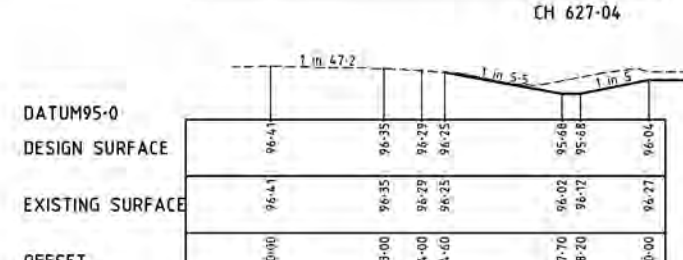
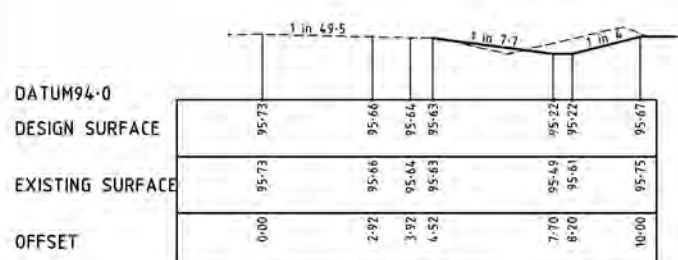
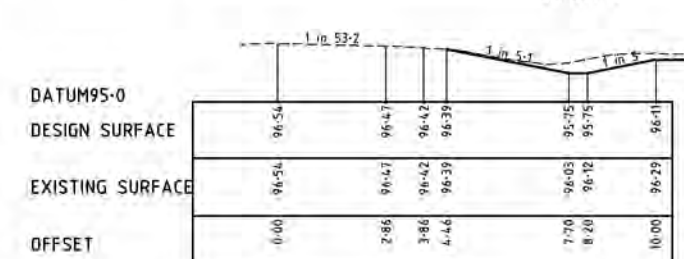
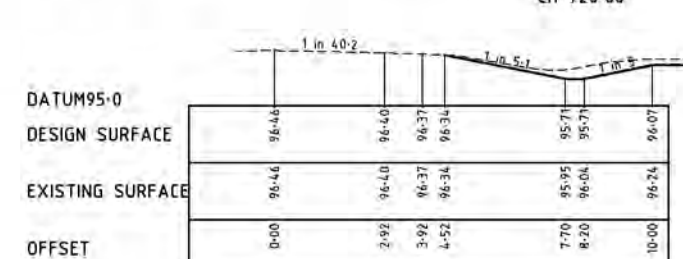
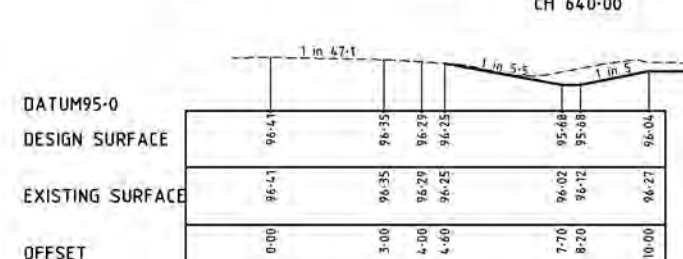
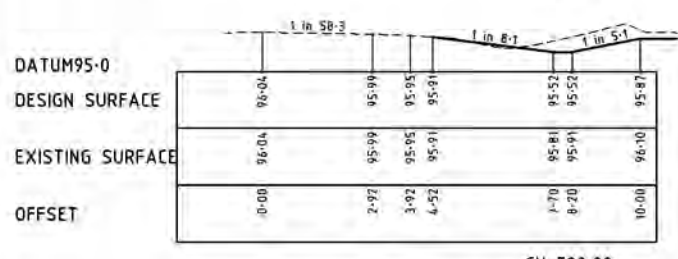
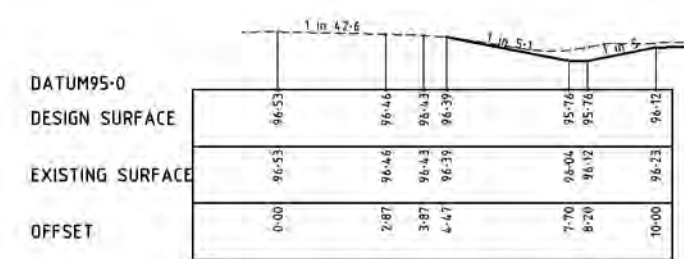
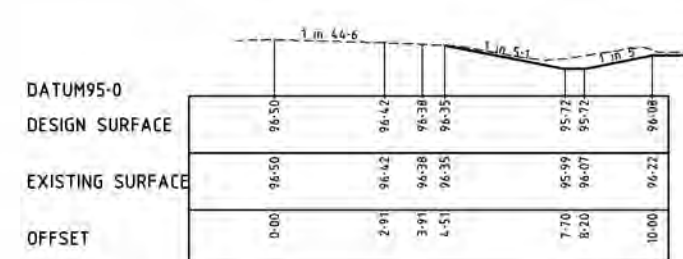
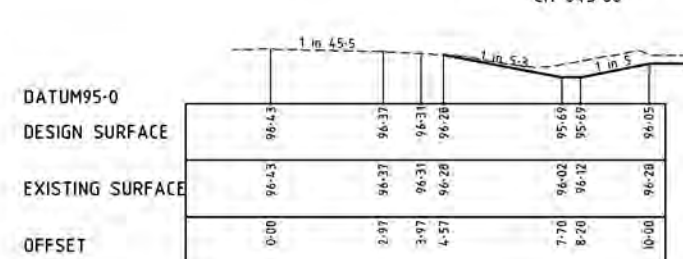
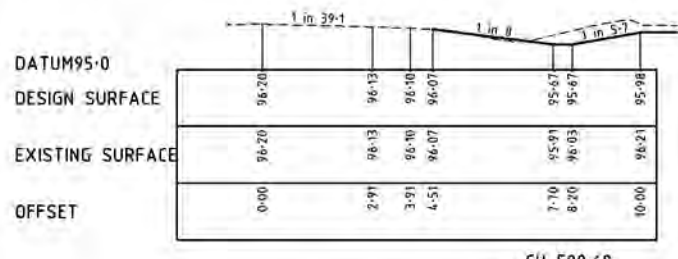
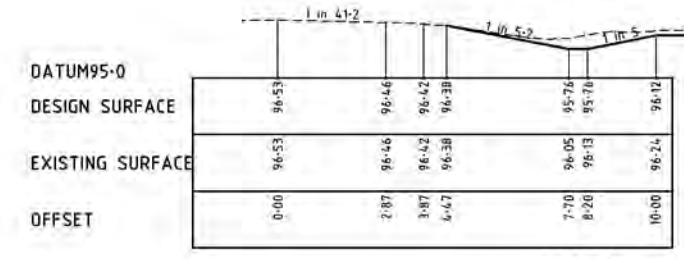
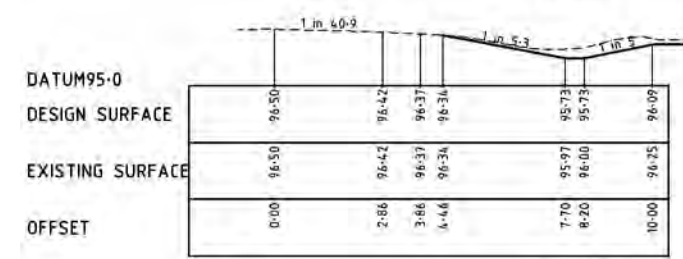
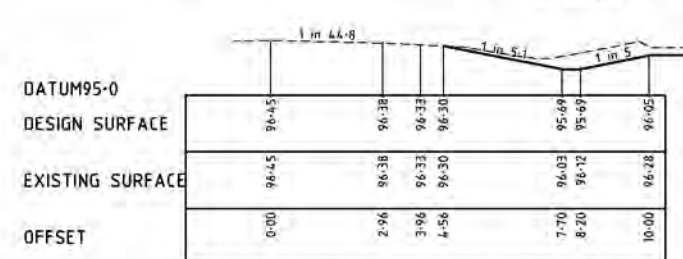
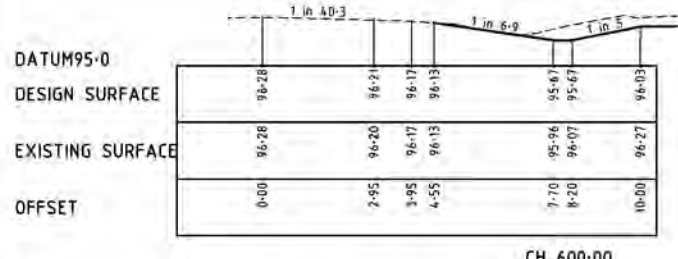
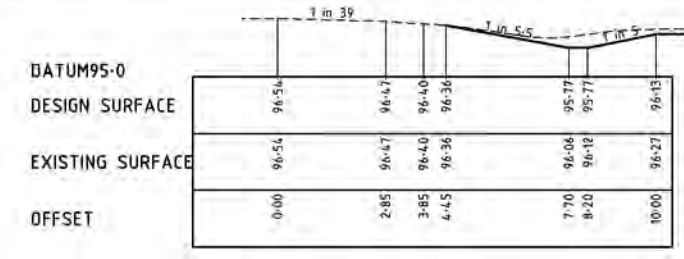
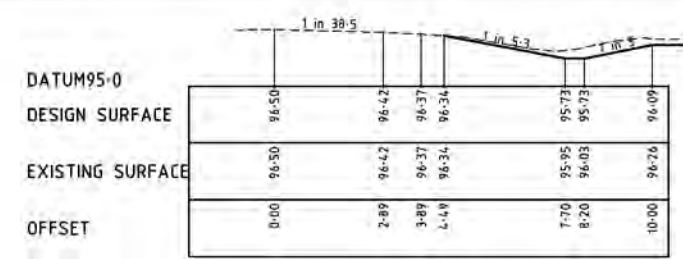
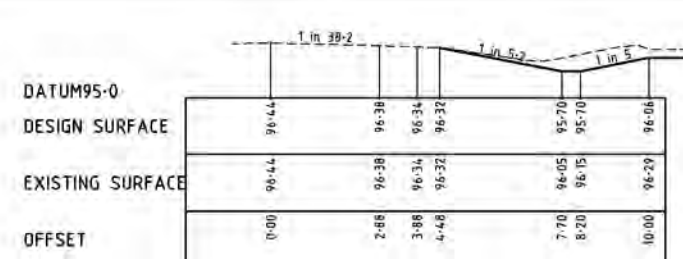
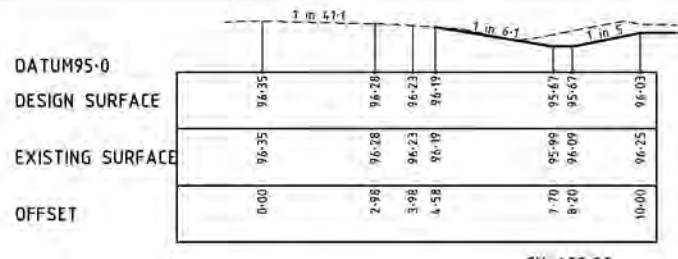
Designed Lisa Stevens August 2020
Drawn Lisa Stevens August 2020
Checked Scott Gollightly September 2020
Approved

Warparilla West P/L
Wharparilla Estate - Stage 7A
Latham Road, Echuca

Street & Drainage Construction
Latham Road - Longitudinal Sections
Drawing No. 19119/SD17 Rev. -
Sheet No. 17 of 21 19119 SD04v1.dwg

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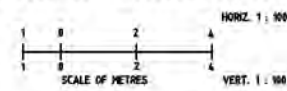
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Campaspe Shire Council
 Endorsed Condition 12, 13, 14, 15 Plan
 Planning and Environment Act 1987
 Permit No: PLN170/2019
 Sheet: 19 of 23
 Authorised Officer: Ally Wilkie
 Planning Team Leader
 Date: 6/05/2021

LEGEND
 --- EXISTING SURFACE
 - - - DESIGN SURFACE
 ALL LEVELS ARE TO AHD

LATHAM ROAD - CROSS SECTIONS

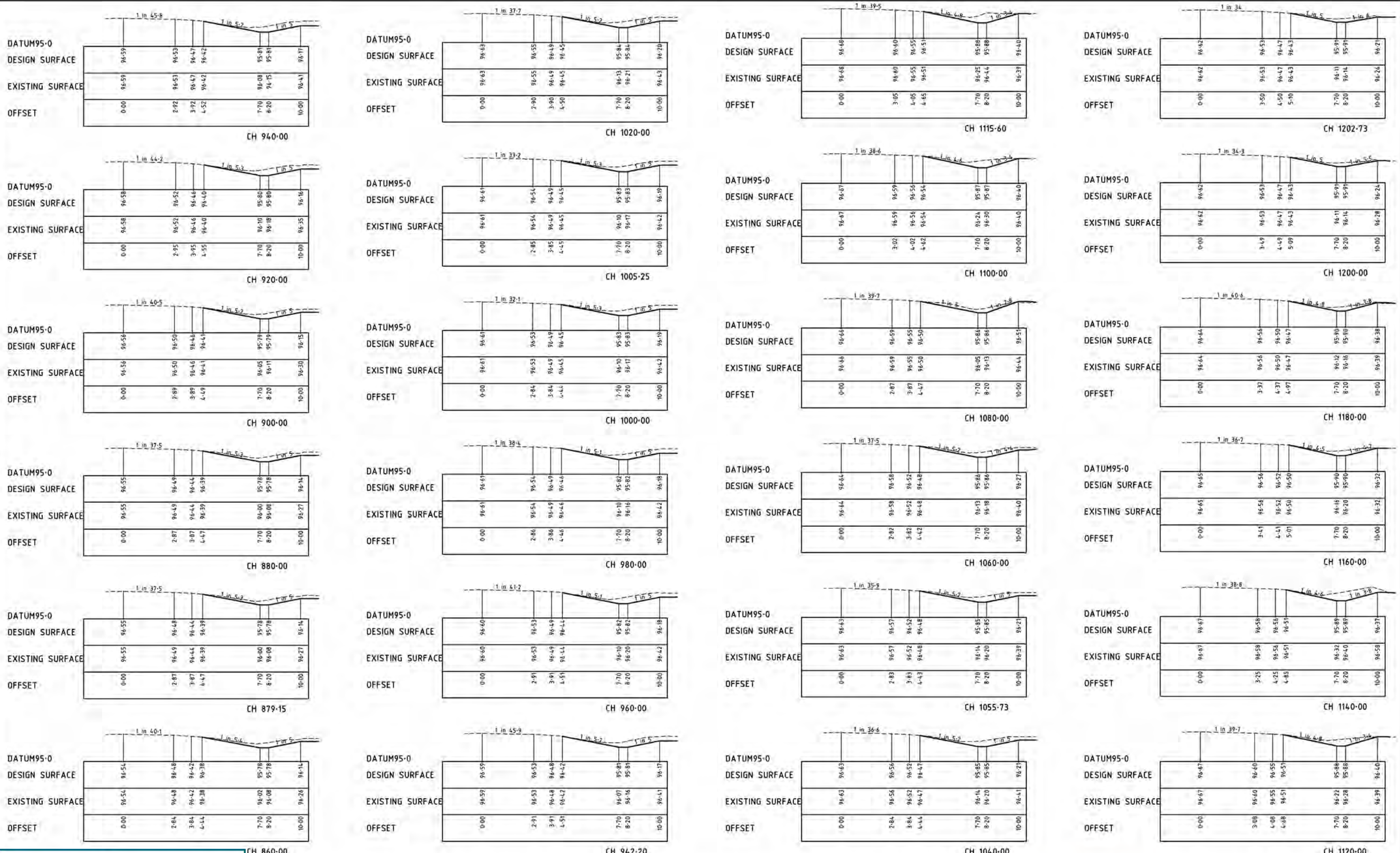


Chris Smith & ASSOCIATES
 CIVIL ENGINEERS, URBAN & REGIONAL PLANNERS, LAND SURVEYORS, PROJECT MANAGERS
 LEVEL 11 115 EYERS STREET, SHEPPARTON, VIC. 3630
 Ph: (03) 5620 7700, Fax: (03) 5622 4879, www.csmith.com.au
 Designed: Lisa Stevens, August 2020
 Drawn: Lisa Stevens, August 2020
 Checked: Scott Gollightly, September 2020
 Approved:

Wharparilla West P/L
Wharparilla Estate - Stage 7A
 Latham Road, Echuca

Street & Drainage Construction
 Latham Road - Cross Sections 1
 Drawing No. 19119/SD18
 Street No. 18 of 21
 19119 SD04v1.rwg

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Campaspe Shire Council
 Endorsed Condition 12, 13, 14, 15
 Plan
 Planning and Environment Act 1987
 Permit No: PLN170/2019
 Sheet: 20 of 23
 Authorised Officer: Ally Wilkie
 Planning Team Leader
 Date: 6/05/2021

DATE	ZONE

LEGEND

- EXISTING SURFACE
- DESIGN SURFACE

ALL LEVELS ARE TO AHD.

LATHAM ROAD - CROSS SECTIONS

HORIZ. 1 : 100
 VERT. 1 : 10
 SCALE OF METRES

Scale As Shown @ A1

Chris Smith & ASSOCIATES

CIVIL ENGINEERS
 URBAN & REGIONAL PLANNERS
 LEVEL 11 135 FRYERS STREET SHEPPARTON VIC 3630
 PH: (03) 5620 7700 FAX: (03) 5622 4879 www.csmith.com.au

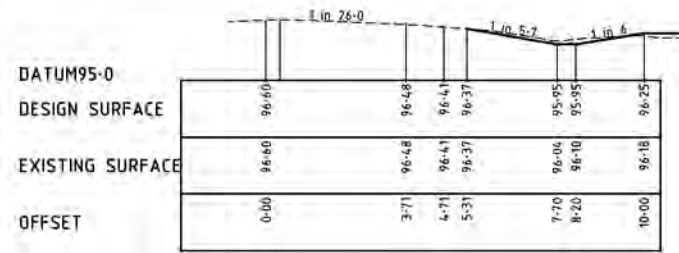
LAND SURVEYORS
 PROJECT MANAGERS

Designed: Lisa Stevens August 2020
 Drawn: Lisa Stevens August 2020
 Checked: Scott Gollightly September 2020
 Approved: Scott Gollightly

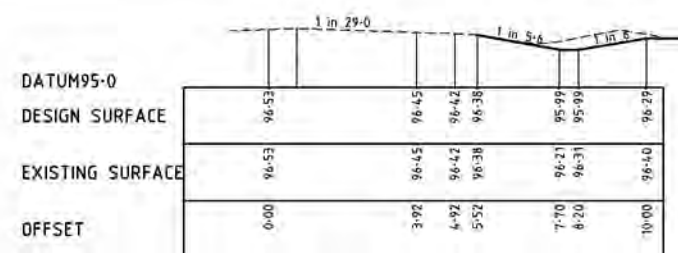
Wharparilla West P/L
Wharparilla Estate - Stage 7A
 Latham Road, Echuca

Street & Drainage Construction
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 Drawing No. 19119/SD19 Rev. -
 Sheet No. 19 of 21 19119 SD04v1.dwg

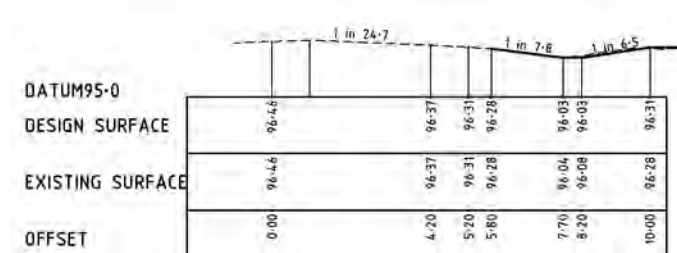
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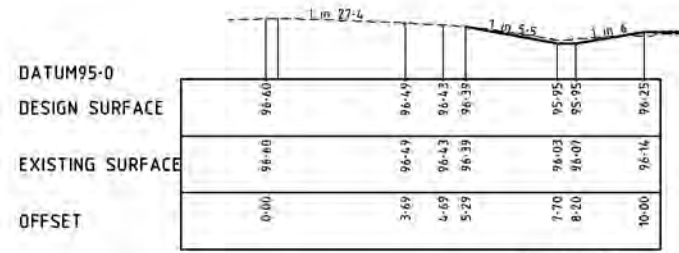
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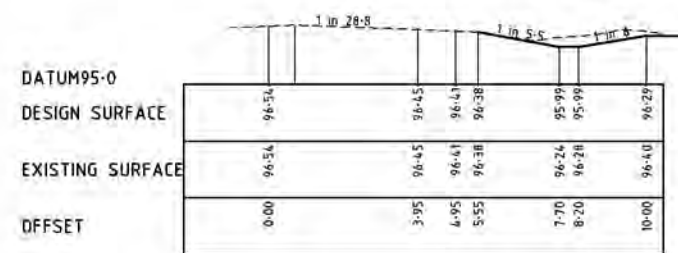
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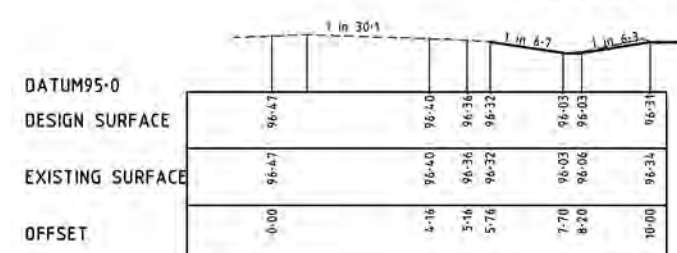
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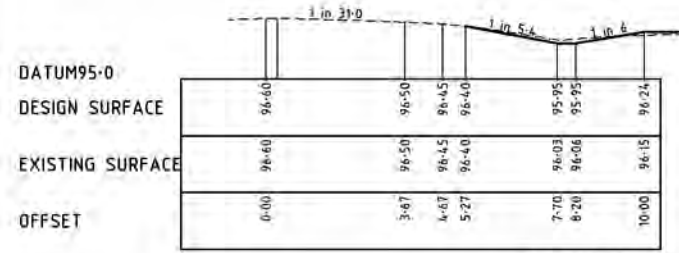
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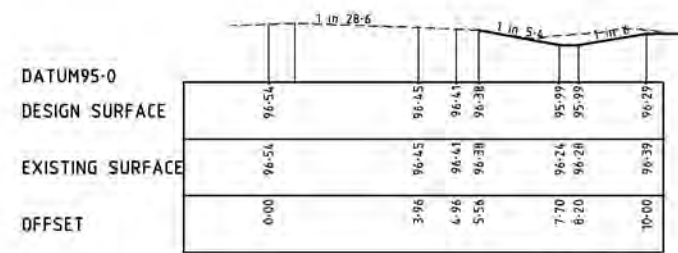
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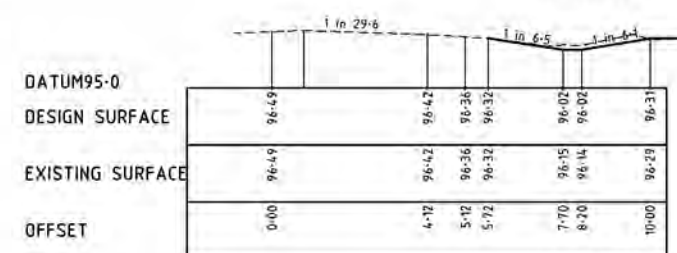
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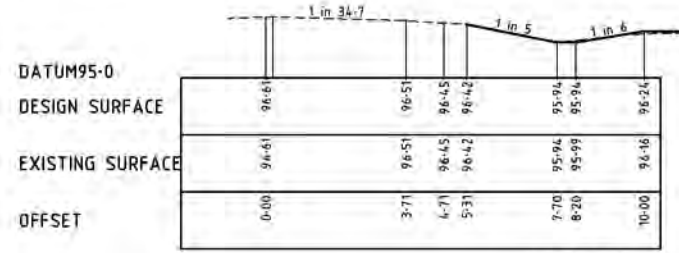
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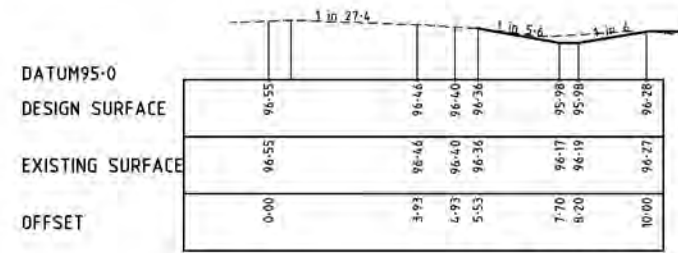
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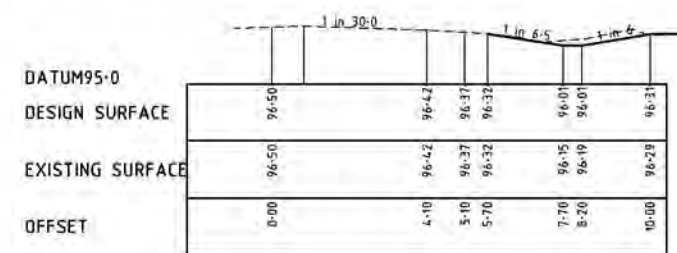
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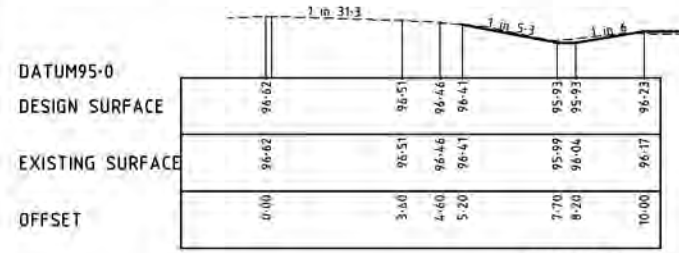
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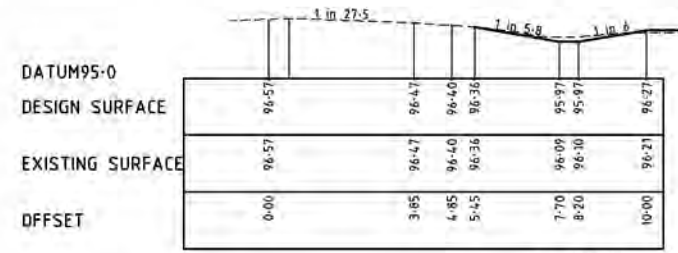
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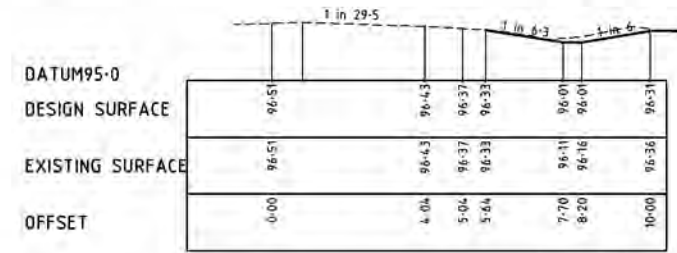
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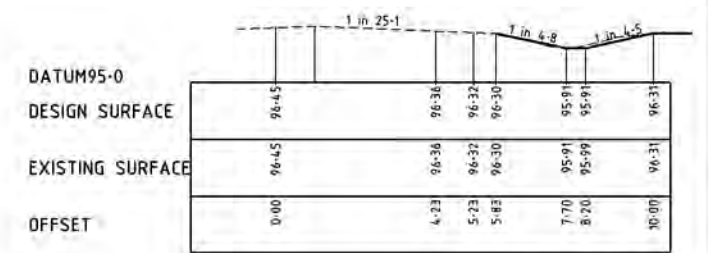
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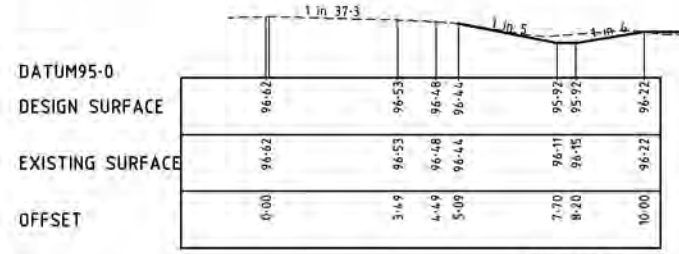
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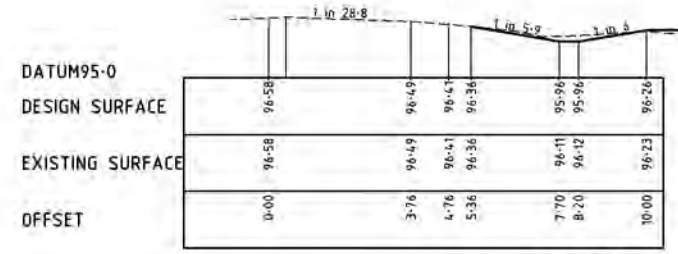
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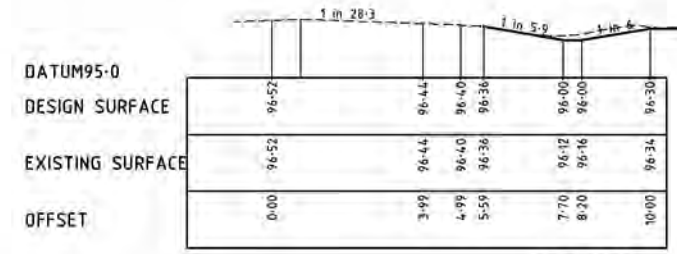
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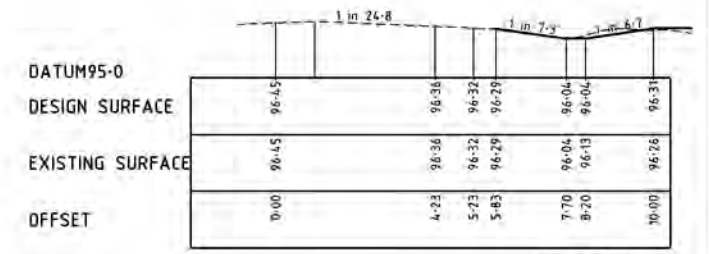
CH 1220-00



CH 1320-00



CH 1420-00



CH 1515-23

Endorsed Condition 12, 13, 14, 15
Plan
Planning and Environment Act 1987
Permit No: PLN170/2019
Sheet: 21 of 23
Authorised Officer: Ally Wilkie
Planning Team Leader
Date: 6/05/2021

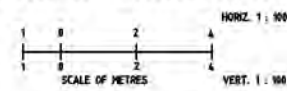
REVISION	DATE	ZONE

LEGEND

--- EXISTING SURFACE
— DESIGN SURFACE

ALL LEVELS ARE TO AHD.

LATHAM ROAD - CROSS SECTIONS



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PROJECT MANAGERS

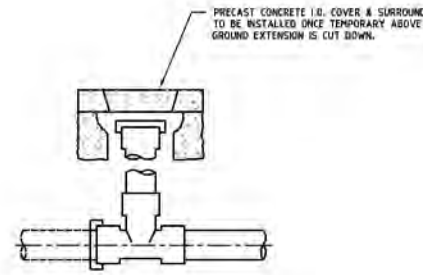
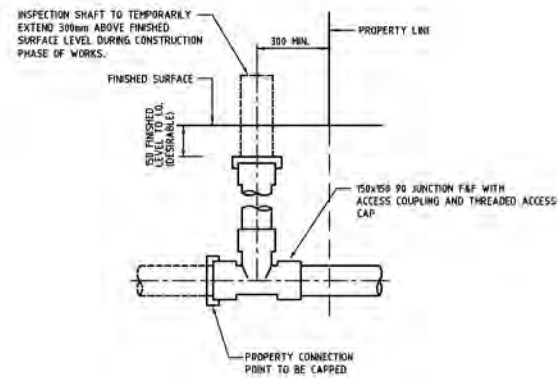
LEVEL 11 115 FRYERS STREET SHEPPARTON VIC 3630
PH: (03) 5620 7700 FAX: (03) 5622 4879 www.csmith.com.au

Designed	Lisa Stevens	August 2020
Drawn	Lisa Stevens	August 2020
Checked	Scott Gollightly	September 2020
Approved		

Wharparilla West P/L
Wharparilla Estate - Stage 7A
Latham Road, Echuca

Street & Drainage Construction
Latham Road - Cross Sections 3
Drawing No. 19119/SD20 Rev. -
Sheet No. 20 of 21 19119 SD04v1.dwg

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DRAWINGS SHALL BE SCALED.

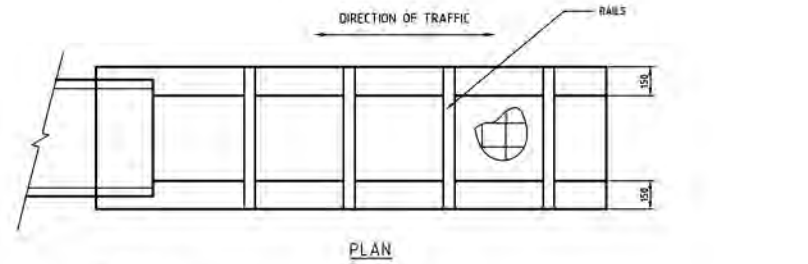


HOUSE DRAIN CONNECTION - IDM SD 515

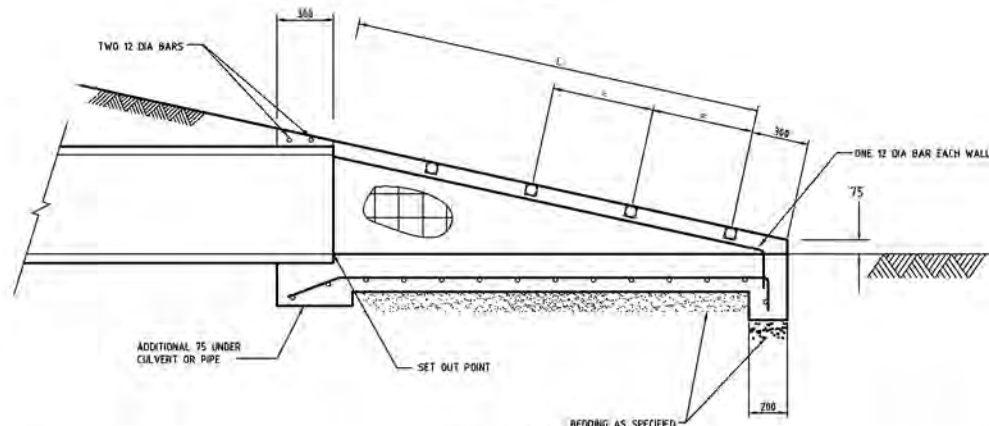
NOT TO SCALE

GENERAL NOTES

1. REINFORCEMENT TO BE #8 UNLESS OTHERWISE NOTED. SHALL BE CONTINUOUS AROUND CORNERS AND LOCATED AS SHOWN.
2. DISTRIBUTION BARS 12 DIA. AT 200 CTRS.
3. CONCRETE SHALL BE NORMAL - CLASS N02 STANDARD STRENGTH GRADE OR HIGHER, COMPLYING WITH THE REQUIREMENTS OF AS1379 EXPOSURE CLASSIFICATIONS UP TO AND INCLUDING B1.
4. EXPOSED EDGES TO HAVE 35 x 20 CHAMFERS.
5. BARS WITHIN SECTION "A" SHALL BE EVENLY SPACED. THE MAXIMUM SPACING SHALL NOT EXCEED 600mm.
6. BARS ARE #8 3mm DIAMETER GALVANISED TUBES 5.5mm THICK. THESE ARE TO BE GROTTED INTO THE SLOTS IN THE WALLS.
7. SLOPE OF ENDWALL TO MATCH BATTER SLOPE. MAXIMUM SLOPE 4 TO 1.
8. CONCRETE AGGREGATES SHALL COMPLY WITH TABLE 14.1(2) OF VIKROADS STANDARD SPECIFICATION SECTION 191.
9. ENDWALLS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE RELEVANT PROVISIONS OF AS3481.



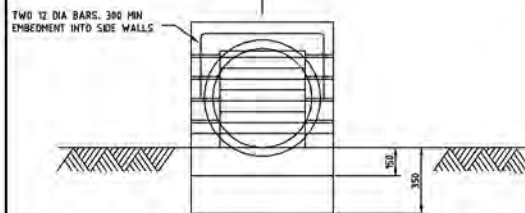
PLAN



SECTION A

DETAILS AS PER VIKROADS STANDARD DRAWING SD 1991 A.

L (mm)	NUMBER OF RAILS
100 - 400	1
401 - 1200	2
1201 - 1800	3
1801 - 2400	4



END ELEVATION

DRIVEABLE ENDWALL DETAILS

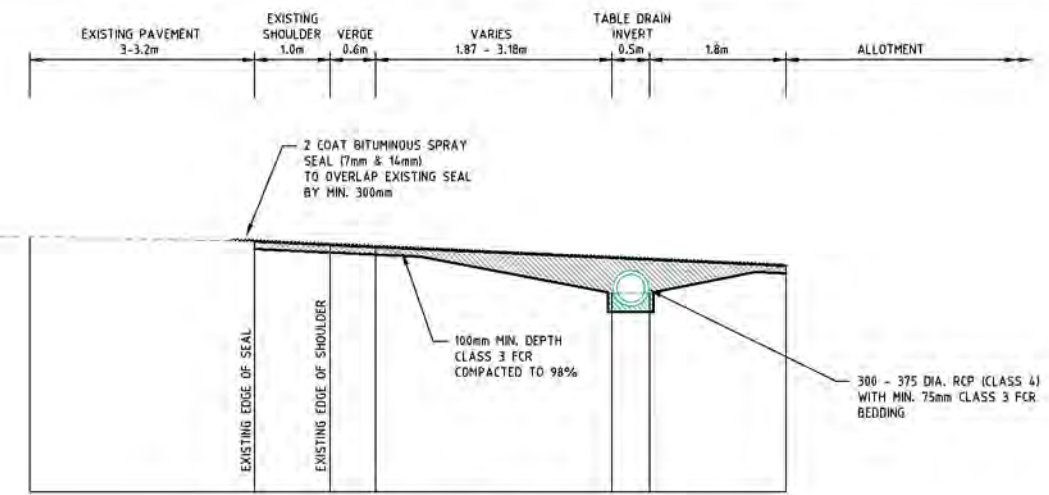
NOTE 1
BEWARE OF EXISTING OVERHEAD POWER CABLES.

WARNING
BEWARE OF UNDERGROUND SERVICES
The locations of underground services are approximate only and their exact position should be proven on site. No guarantee is given that all existing services are shown.

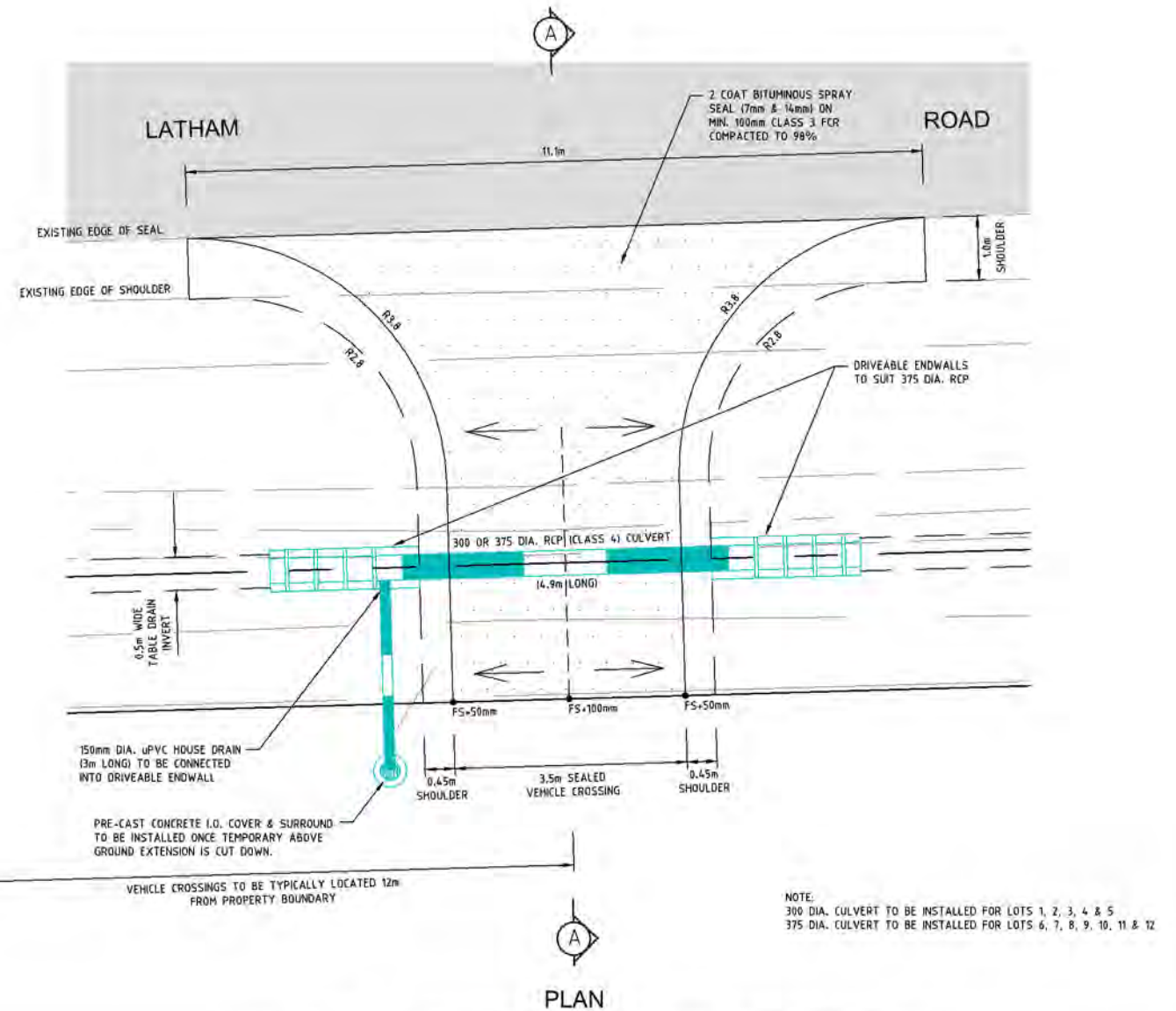
REVISION	DATE	ZONE
2	VEHICLE CROSSING DETAIL AMENDED (RADIUS NOW 3.0m)	07/04/2021
1	VEHICLE CROSSING DETAIL AMENDED (CULVERT DIA.)	10/03/2021



Endorsed Condition 12, 13, 14, 15
Plan
Planning and Environment Act 1987
Permit No: PLN170/2019
Sheet: 22 of 23
Authorised Officer: Ally Wilkie
Planning Team Leader
Date: 6/05/2021



SECTION A - A



PLAN

VEHICLE CROSSING DETAILS - IDM SD 255

SCALE 1:50



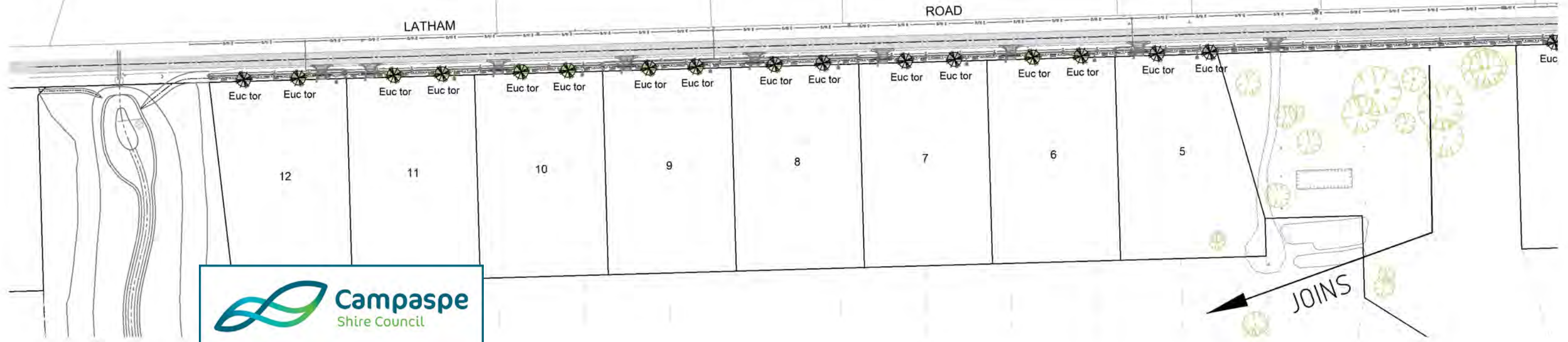
CIVIL ENGINEERS
URBAN & REGIONAL PLANNERS
LAND SURVEYORS
PROJECT MANAGERS
LEVEL 11 135 FRYERS STREET - SHEPPARTON VIC 3630
PH: (03) 5820 7700 FAX: (03) 5822 4879 www.csmith.com.au
Designed: Lisa Stevens August 2020
Drawn: Lisa Stevens August 2020
Checked: Scott Gollightly September 2020
Approved:


FJ Millar & Family P/L
Wharparilla Estate - Stage 7A
Latham Road, Echuca

Street & Drainage Construction
Standard Construction Details
Drawing No. 19119/SD21 Rev. 2
Sheet No. 21 of 21 19119 SD05v1.dwg

Scale As Shown @ A1

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 Campaspe Shire Council

 Endorsed Condition 12, 13, 14, 15

 Plan

 Planning and Environment Act 1987










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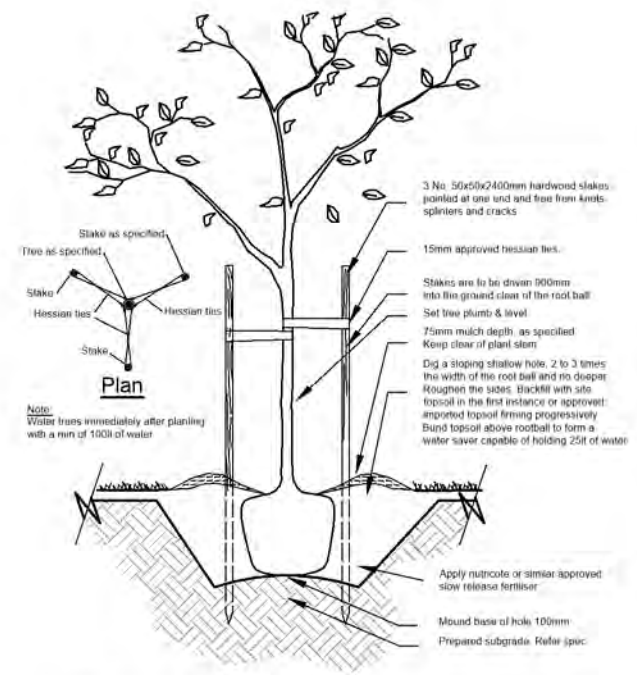
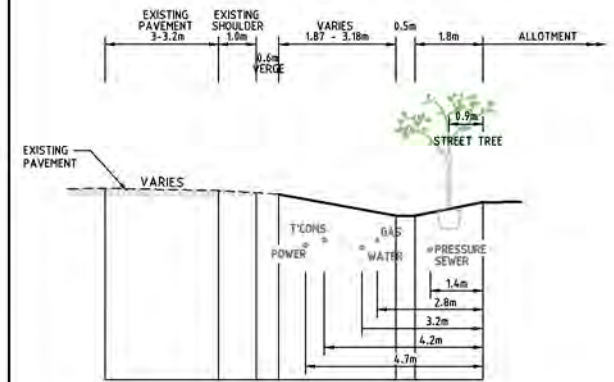
 Sheet: 23 of 23

 Authorised Officer: Ally Wilkie

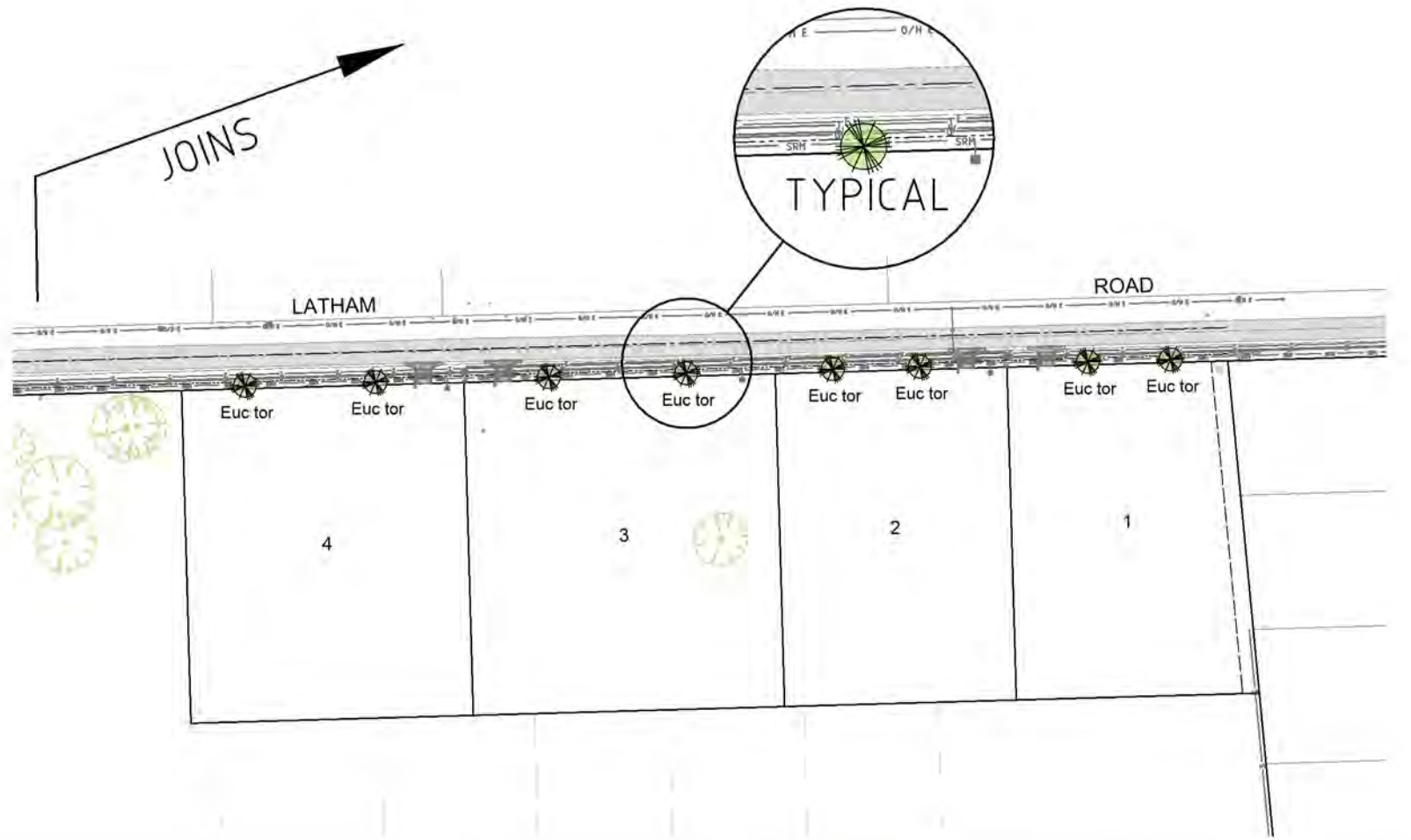
 Planning Team Leader

 Date: 6/05/2021

- LEGEND**
-  Proposed tree as specified
 -  Existing tree
 - 12 Lot numbers
 -  Electricity supply pit
 -  Electricity/Telco conduit
 -  Electricity cable
 -  Telco cable
 -  Water main/water conduit
 -  Gas main/gas conduit
 -  Sewer rising main



ADVANCED TREE PLANTING
Scale 1:25 @ A1 1:50 @ A3




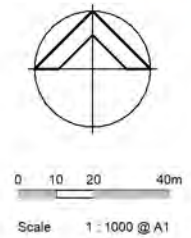
NOTE 1
BEWARE OF EXISTING OVERHEAD POWER CABLES.

WARNING
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REVISION	DATE	ZONE
1	05/05/2021	
STREET TREE OFFSET ALTERED & MORE TREES ADDED		

Plant Schedule : At the time of planting all trees to be a minimum height of 1.2m

Tree	Code	Botanical Name	Common Name	Mature Size (H x W)	Proposed Location	Street Orientation	Width of Nature Strip	No. of Trees
	Euc tor	Eucalyptus torquata	Coral Gum	10m x 5m	Latham Road	east / west	Varies	24



Chris Smith & Associates

CIVIL ENGINEERS URBAN & REGIONAL PLANNERS
 LEVEL 1 / 135 FRYERS STREET SHEPPARTON, VIC 3630
 PH: (03) 5820 7700 FAX: (03) 5822 4878 www.csmith.com.au

LAND SURVEYORS PROJECT MANAGERS
 Designed: Lisa Stevens
 Drawn: Lisa Stevens
 Checked: Scott Gollightly
 Approved: Scott Gollightly

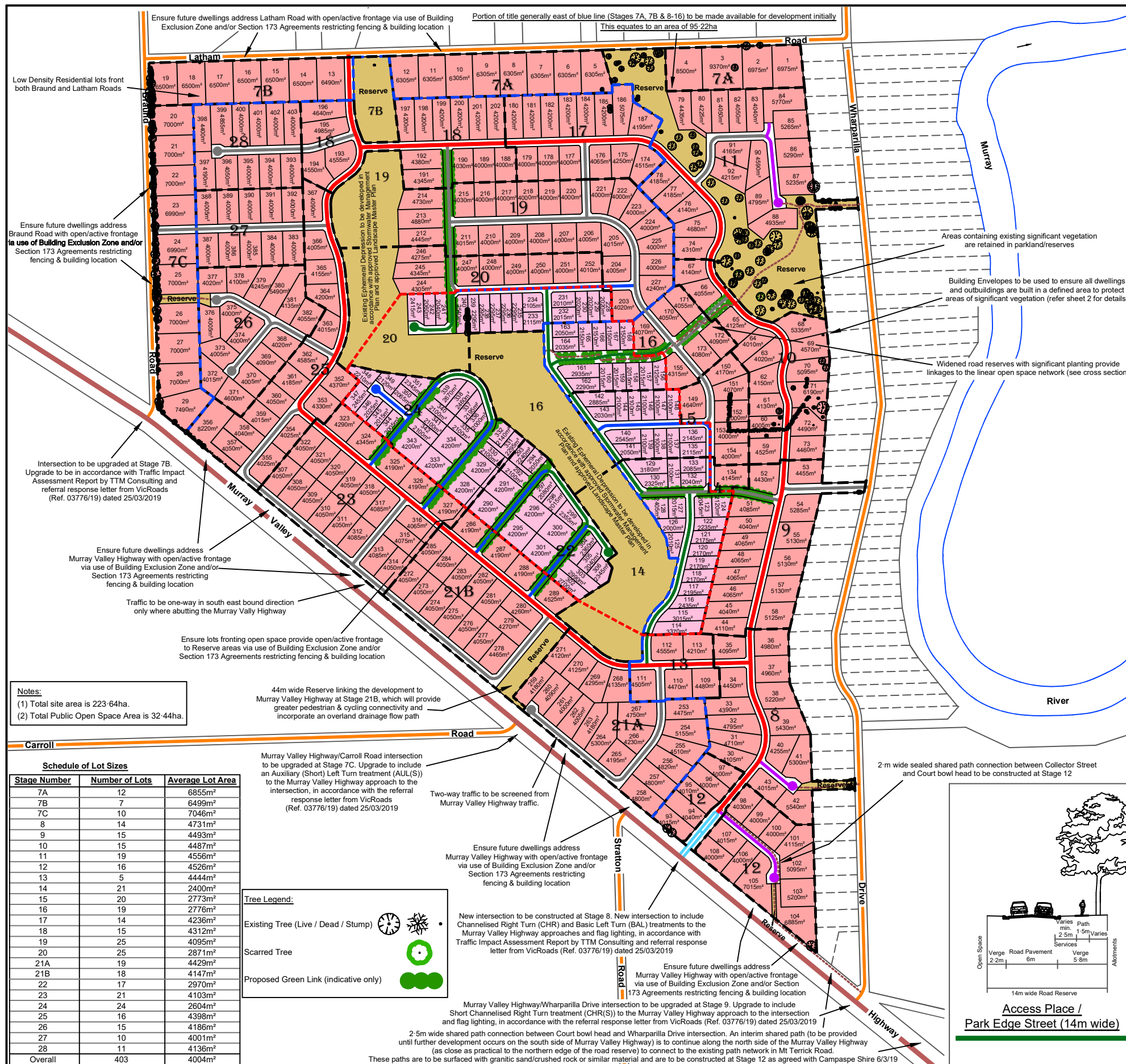
April 2021
 April 2021

Wharparilla West P/L
Wharparilla Estate - Stage 7A
 Latham Road, Echuca

Street Tree Construction
Layout Plan & Details
 Drawing No. 19119/LS01
 Sheet No. 1 of 1

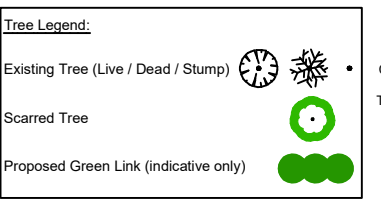
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Schedule of Lot Sizes

Stage Number	Number of Lots	Average Lot Area
7A	12	6855m ²
7B	7	6499m ²
7C	10	7046m ²
8	14	4731m ²
9	15	4493m ²
10	15	4487m ²
11	19	4556m ²
12	16	4526m ²
13	5	4444m ²
14	21	2400m ²
15	20	2773m ²
16	19	2776m ²
17	14	4236m ²
18	15	4312m ²
19	25	4095m ²
20	25	2871m ²
21A	19	4429m ²
21B	18	4147m ²
22	17	2970m ²
23	21	4103m ²
24	24	2604m ²
25	16	4398m ²
26	15	4186m ²
27	10	4001m ²
28	11	4136m ²
Overall	403	4004m ²



REVISION	DATE	ZONE
4	12/03/19	-
3	7/02/19	-
2	31/05/18	-
1	28/04/18	-

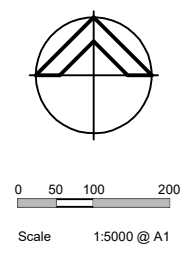
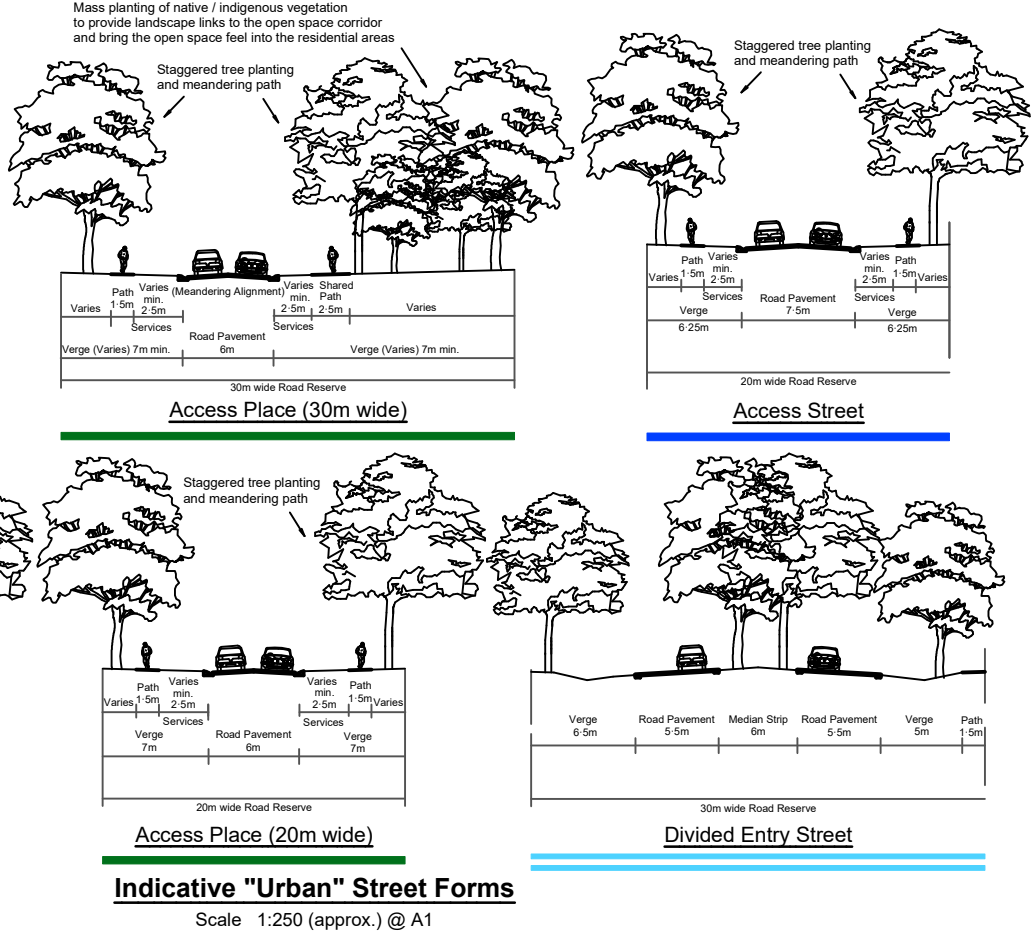
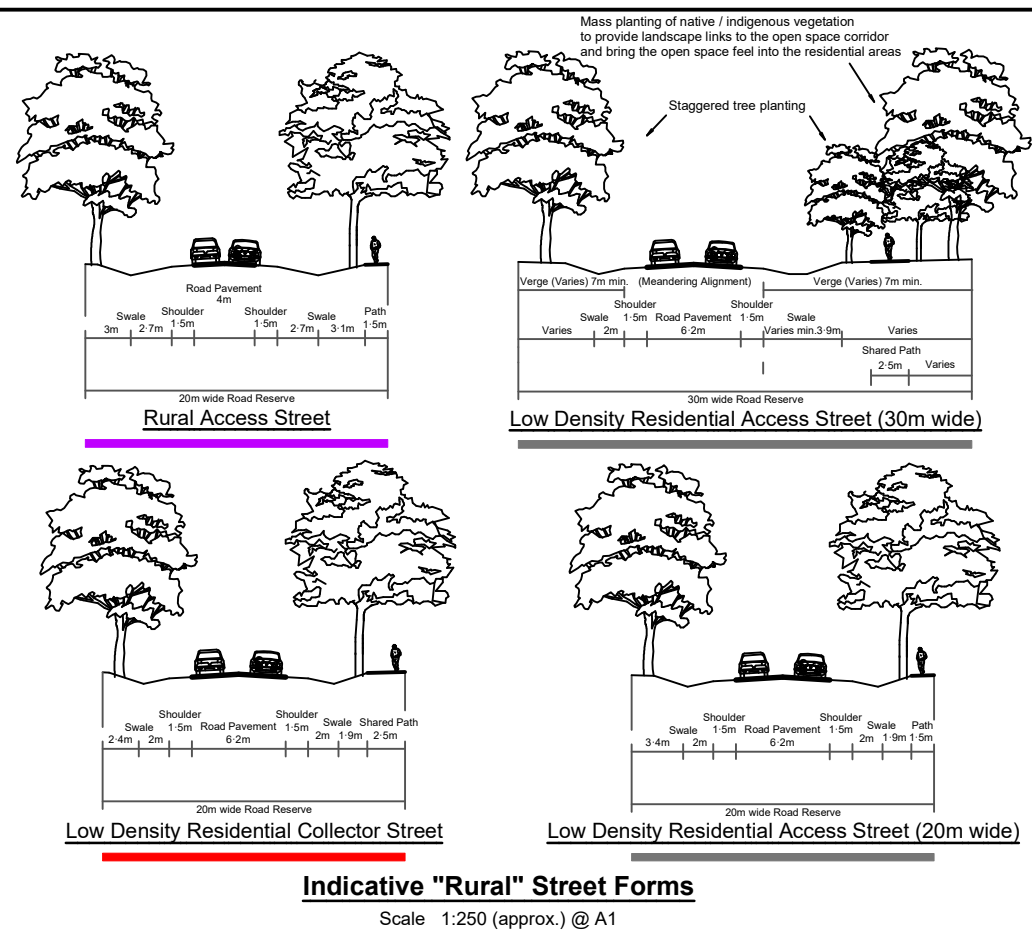
Notes:
 (1) Stages 1 to 6 inclusive are existing stages and are not noted on this plan.
 (2) Lot boundaries are indicative only and are subject to amendment.
 (3) Areas are approximate only and are subject to survey.

Legend:

- General Residential Zone (GRZ)
- Low Density Residential Zone (LDRZ)
- Public Open Space
- Zone Boundary
- Development Boundary
- Stage Boundary

Legend:

- Existing Primary Arterial Road
- Existing Rural Road
- Proposed Divided Entry Street
- Proposed Low Density Residential Collector Street
- Proposed Low Density Residential Access Street
- Proposed Rural Access Street
- Proposed Access Street
- Proposed Access Place / Park Edge Street
- Proposed Shared Path



Chris Smith & Associates PTY LTD

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LEVEL 1 / 135 FRYERS STREET, SHEPPARTON, VIC. 3630
 PH: (03) 5820 7700 FAX: (03) 5822 4878 www.csmith.com.au

Designed: Col Rogers 22nd November, 2016
 Drawn: Col Rogers 6th October, 2017
 Checked: Gary Steigenberger
 Approved:

Wharparilla West P/L. "Wharparilla Estate"
 Murray Valley Highway
 Echuca West
"Wharparilla Drive West Development Plan"
Plan of Proposed Subdivision (Stage 7A onwards)
Drawing No. 17137/02 Rev. 4
 Sheet No. 1 of 1 1713701v4.dwg

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

VOLUME 12303 FOLIO 125

Security no : 124090061675D
Produced 21/05/2021 01:46 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 548989K.
PARENT TITLES :
Volume 08558 Folio 683 Volume 10888 Folio 914
Created by instrument PS548989K 12/05/2021

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
 WHARPARILLA WEST PTY LTD of 132 WHARPARILLA DRIVE ECHUCA VIC 3564
 PS548989K 12/05/2021

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 as to part Section 244 Water Act 1989
 AM386210G 07/12/2015

AGREEMENT as to part Section 234 Water Act 1989
 AM386376U 07/12/2015

DIAGRAM LOCATION

SEE PS548989K FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	PLAN OF SUBDIVISION	STATUS	DATE
PS548989K (B)	PLAN OF SUBDIVISION	Registered	12/05/2021

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

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

ADMINISTRATIVE NOTICES

NIL

eCT Control 18331Y DAWES & VARY RIORDAN
Effective from 12/05/2021

DOCUMENT END



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Document Identification	PS548989K
Number of Pages (excluding this cover sheet)	4
Document Assembled	21/05/2021 14:18

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<h1>PLAN OF SUBDIVISION</h1>	<h2>EDITION 1</h2>	<h1>PS 548989K</h1>
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<p>LOCATION OF LAND</p> <p>PARISH: WHARPARILLA CROWN ALLOTMENTS 113 (PART) & 114 AND CROWN PRE-EMPTIVE SECTION A (PART)</p> <p>TITLE REFERENCE: C/T.'s VOL.8558 FOL.683 & VOL.10888 FOL.914</p> <p>LAST PLAN REFERENCE: LOT 1, TP 710176P & LOT B, PS 525335Q</p> <p>POSTAL ADDRESS: CNR. MURRAY VALLEY HIGHWAY & (at time of subdivision) BRAUND ROAD, ECHUCA 3564</p> <p>MGA CO-ORDINATES: E 293 580 ZONE: 55 (of approx. centre of land in plan) N 6 001 750 GDA 2020</p>	<p>Council Name: Shire of Campaspe</p> <p>Council Reference Number: SPLN033/2019 Planning Permit Reference: PIn098/2019 SPEAR Reference Number: S142060P</p> <p>Certification</p> <p>This plan is certified under section 6 of the Subdivision Act 1988</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made</p> <p>Digitally signed by: Ally Wilkie for Shire of Campaspe on 01/07/2020</p> <p>Statement of Compliance issued: 20/08/2020</p>
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VESTING OF ROADS AND/OR RESERVES	NOTATIONS				
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:20%;">IDENTIFIER</th> <th>COUNCIL/BODY/PERSON</th> </tr> <tr> <td style="text-align: center;">NIL</td> <td style="text-align: center;">NIL</td> </tr> </table>	IDENTIFIER	COUNCIL/BODY/PERSON	NIL	NIL	<p style="text-align: center;">NOTATIONS</p> <p>DEPTH LIMITATION: DOES NOT APPLY.</p> <p>SURVEY: THIS PLAN IS BASED ON SURVEY.</p> <p>STAGING: THIS IS NOT A STAGED PLAN OF SUBDIVISION. PLANNING PERMIT No.</p> <p>THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). WHARPARILLA 29, 72, 73, 81, 82, 84 AND SR75S5 IN PROCLAIMED SURVEY AREA No.</p>
IDENTIFIER	COUNCIL/BODY/PERSON				
NIL	NIL				

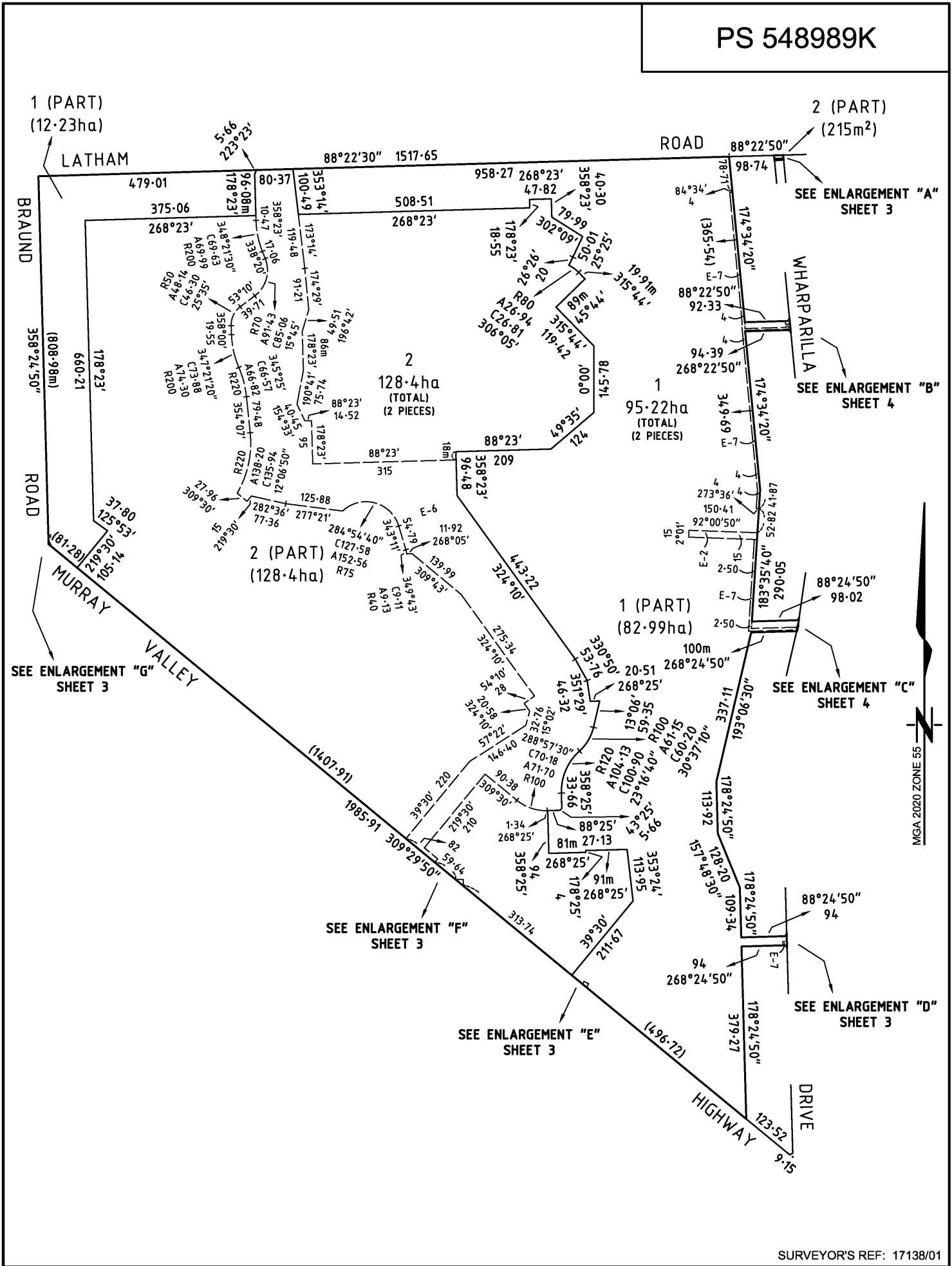
EASEMENT INFORMATION

LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/ IN FAVOUR OF
E-1 & E-7	DRAINAGE	SEE DIAG.	LP 66303	LOTS ON LP 66303
E-2	POWERLINE	15	PS 525335Q - SEC.88, ELECTRICITY INDUSTRY ACT 2000	POWERCOR AUST. LTD.
E-3	CARRIAGEWAY	SEE DIAG.	LP 66303	LOTS ON LP 66303
E-4	WATER SUPPLY	5	INSTRUMENT AM860933V	GOULBURN-MURRAY RURAL WATER CORPORATION
E-5	POWER LINE	SEE DIAG.	THIS PLAN - SEC.88, ELECTRICITY INDUSTRY ACT 2000	POWERCOR AUSTRALIA LTD.
E-6	DRAINAGE	SEE DIAG.	THIS PLAN	CAMPASPE SHIRE COUNCIL
E-7	PIPELINES OR ANCILLARY PURPOSES	SEE DIAG.	THIS PLAN (SEC.136, WATER ACT 1989)	COLIBAN REGION WATER CORPORATION

<p style="font-size: small;">LEVEL 1 / 135 FRYERS STREET SHEPPARTON VIC. 3630 PH: (03) 5820 7700 FAX: (03) 5822 4878 www.csmith.com.au</p> <p style="font-size: x-small; text-align: center;">PTY LTD · CIVIL ENGINEERS · · URBAN & REGIONAL PLANNERS · PROJECT MANAGERS</p>	<p>SURVEYOR'S REF: 17138/01</p> <p>Digitally signed by: Bradley Sanders, Licensed Surveyor, Surveyor's Plan Version (03), 30/03/2020, SPEAR Ref: S142060P</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 1 OF 4 SHEETS</p>
<p>PLAN REGISTERED</p> <p>TIME: 2:34PM DATE: 12/05/2021 K.NGUYEN Assistant Registrar of Titles</p>			

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SCALE
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 LENGTHS ARE IN METRES

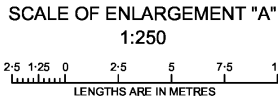
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SHEET 2

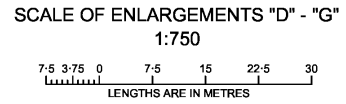
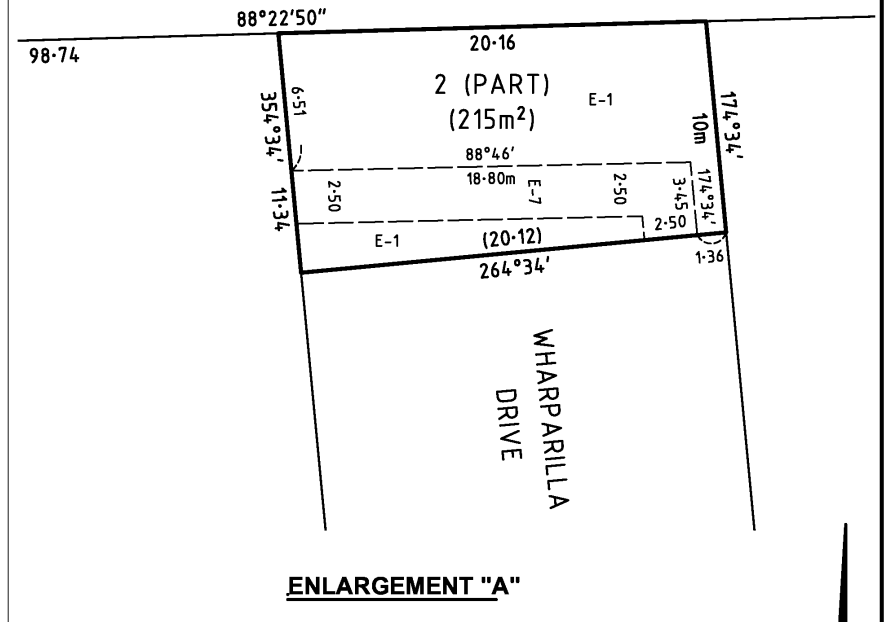
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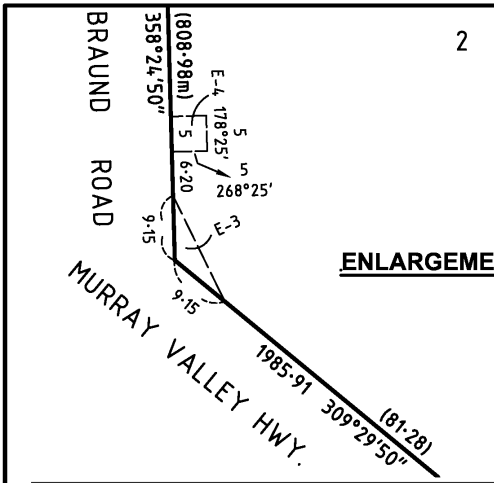
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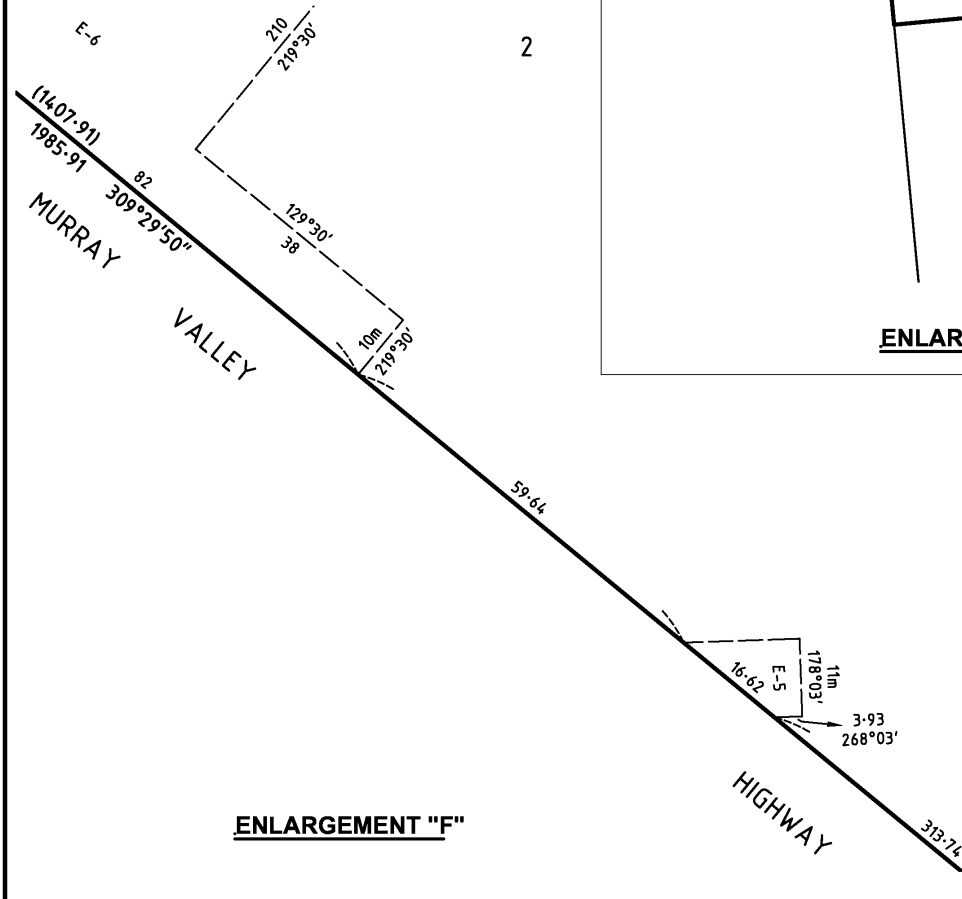
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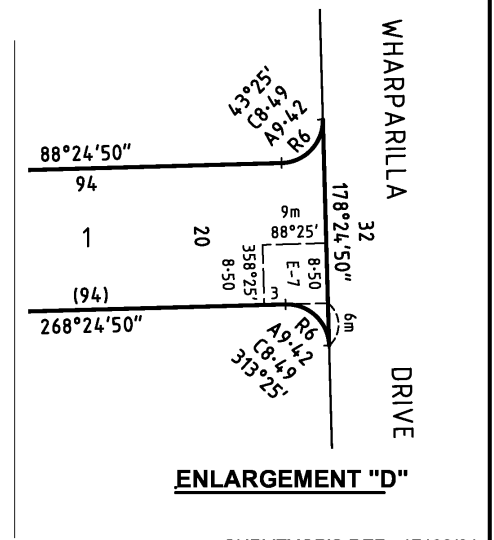
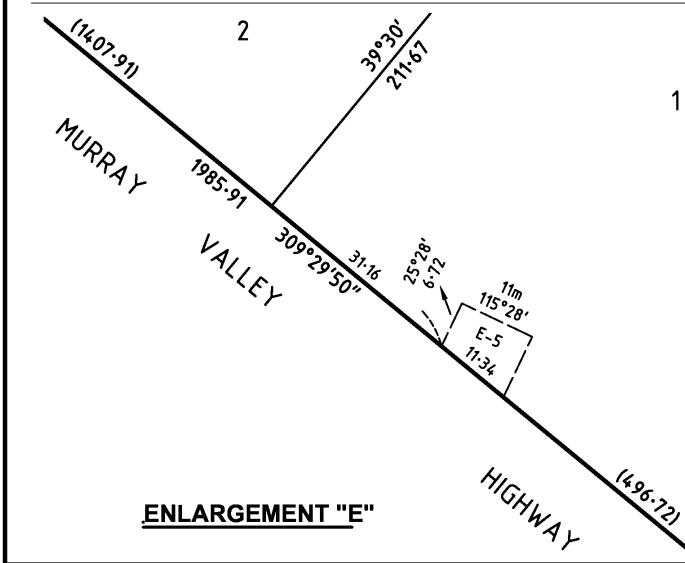
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ENLARGEMENT "F"



ENLARGEMENT "E"

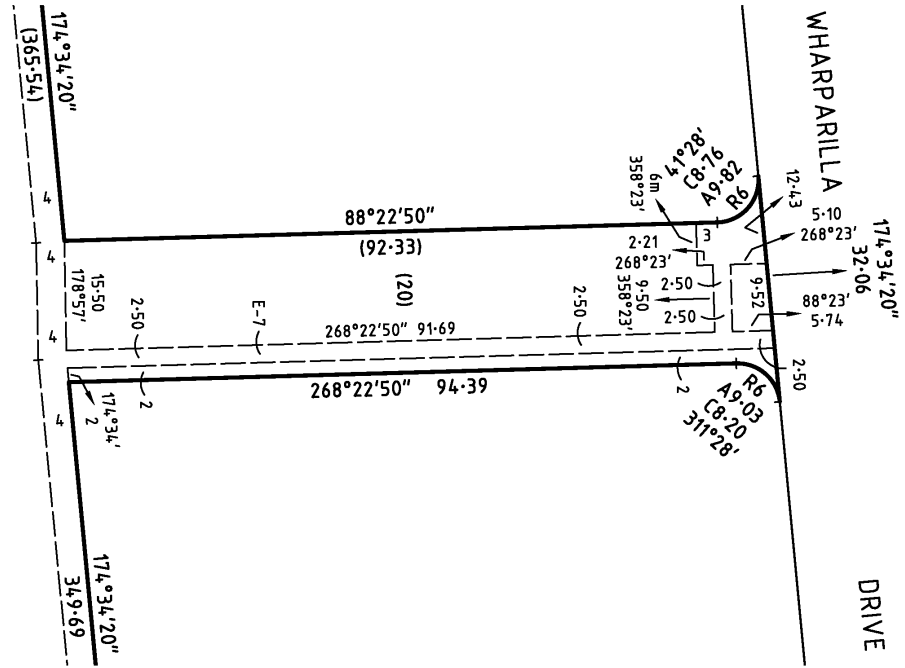


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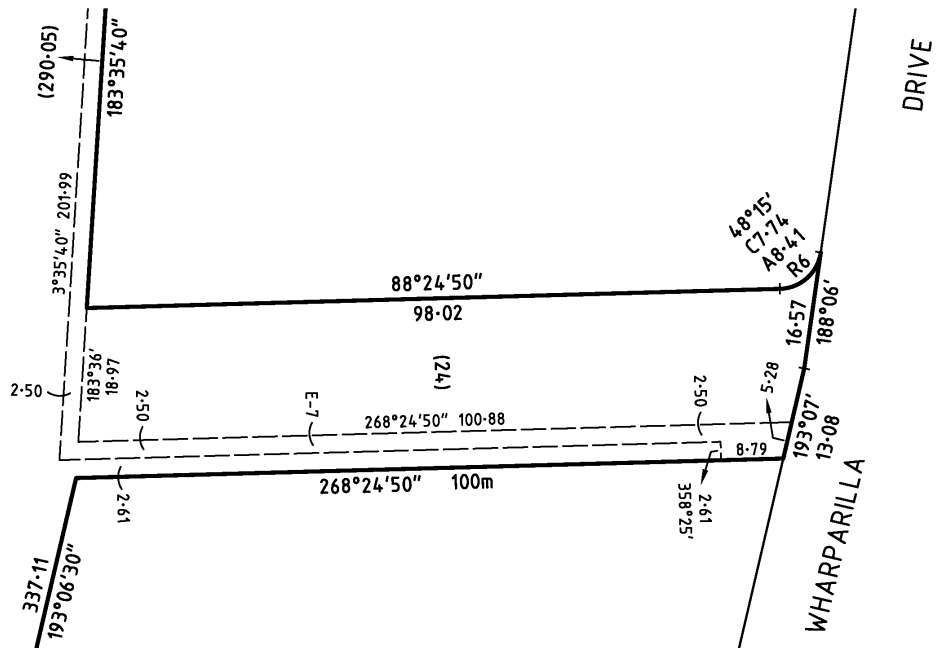
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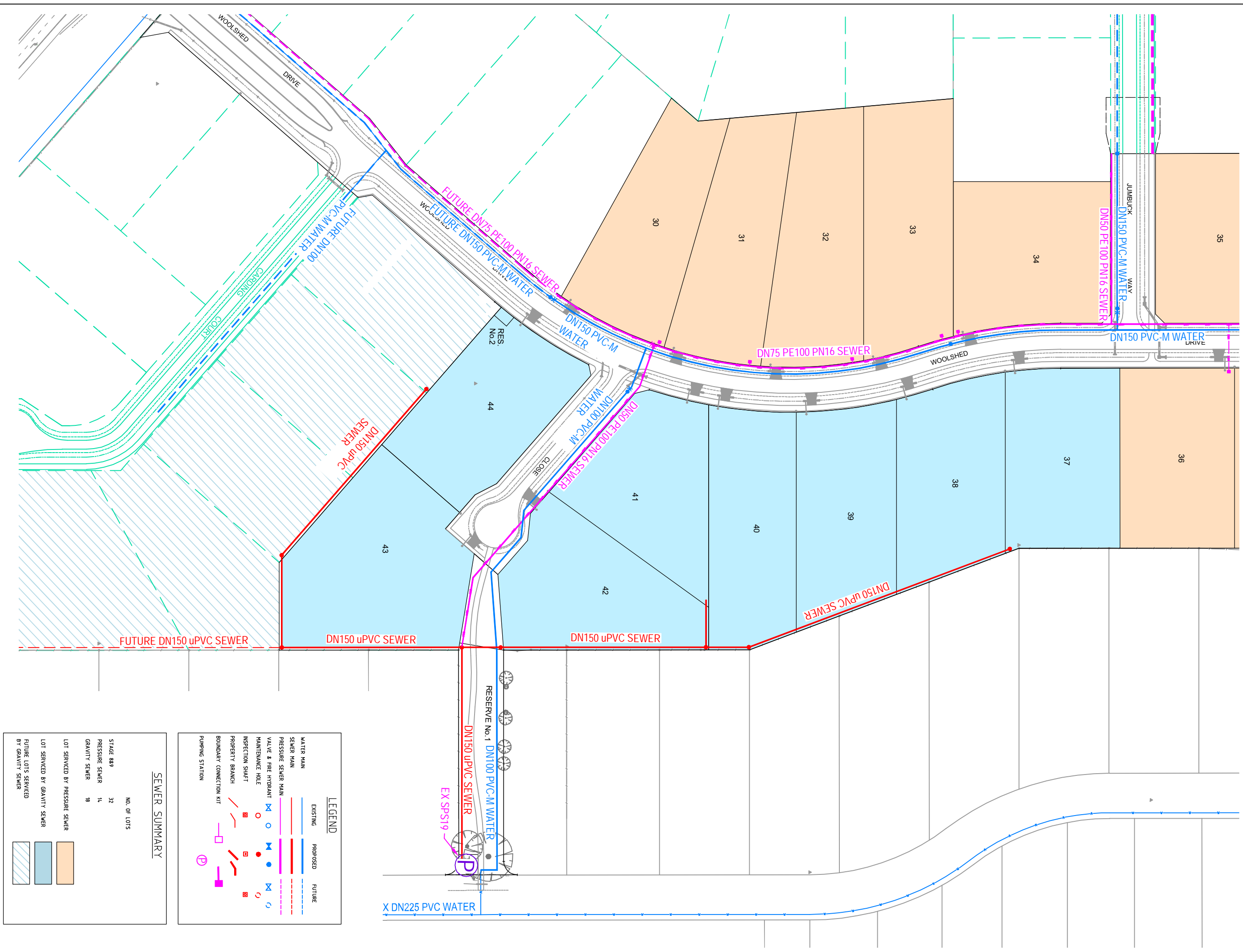
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LEGEND

	EXISTING	PROPOSED	FUTURE
WATER MAIN			
SEWER MAIN			
PRESSURE SEWER MAIN			
VALVE & FIRE HYDRANT			
MAINTENANCE HOLE			
INSPECTION SHAFT			
PROPERTY BRANCH			
BOUNDARY CONNECTION KIT			
PUMPING STATION			

SEWER SUMMARY

NO. OF LOTS	STAGE 8&9	STAGE 32
LOT SERVICED BY PRESSURE SEWER	14	18
LOT SERVICED BY GRAVITY SEWER	18	14
FUTURE LOTS SERVICED BY GRAVITY SEWER	-	-

REVISION	DATE	ZONE

Scale 1:750 @ A1

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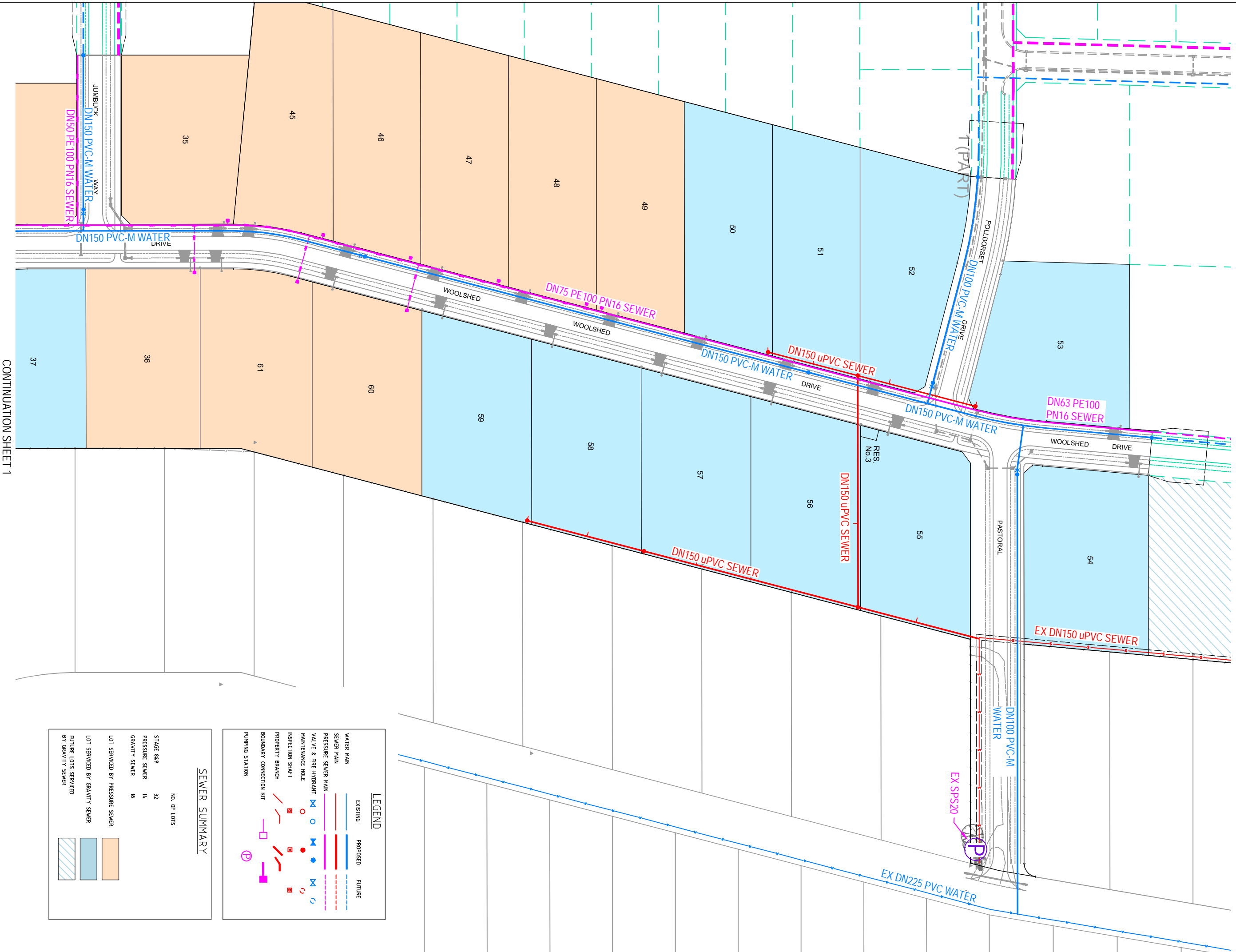
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Designed: Tom Kerris
 Drawn: Tom Kerris
 Checked: Scott Gollightly
 Approved: Scott Gollightly

April 2022
 April 2022
 April 2022

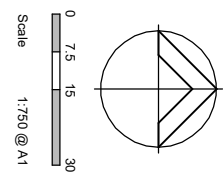
Wharparilla West P/L
 Wharparilla Estate Stage 8 & 9
 Murray Valley Highway, Echuca

Sewerage & Water Reticulation Extensions
 Concept Plan
 Drawing No. 21201-1C
 Sheet No. 1 of 2
 Rev. -
 21201-1C
 A1



CONTINUATION SHEET 1

REVISION	DATE	ZONE



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Designed: Tom Kerris
 Drawn: Tom Kerris
 Checked: Scott Gollightly
 Approved:

April 2022
 April 2022
 April 2022

LEGEND

EXISTING	PROPOSED	FUTURE
WATER MAIN		
SEWER MAIN		
PRESSURE SEWER MAIN		
VALVE & FIRE HYDRANT		
MAINTENANCE HOLE		
INSPECTION SHAFT		
PROPERTY BRANCH		
BOUNDARY CONNECTION KIT		
PUMPING STATION		

SEWER SUMMARY

NO. OF LOTS	32
STAGE 8&9	14
PRESSURE SEWER	18
GRAVITY SEWER	18

LOT SERVICED BY PRESSURE SEWER

LOT SERVICED BY GRAVITY SEWER

FUTURE LOTS SERVICED BY GRAVITY SEWER

Wharparilla West P/L
 Wharparilla Estate Stage 8 & 9
 Murray Valley Highway, Echuca

Sewerage & Water Reticulation Extensions
 Concept Plan
 Drawing No. 21201-2C
 Sheet No. 2 of 2

Rev. -
 21201-1C
 A1



Pressure Sewer System

Planning & Development Guidelines

July 2021

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1. Introduction

Coliban Water seeks to provide the best service at the least community cost. Generally this is achieved through the provision of conventional gravity sewer systems. However in areas where the topography or the environmental conditions prevent gravity systems being economically provided pressure sewers can provide an opportunity for an economical solution.

The purpose of these Planning and Development Guidelines is to set out the Coliban Water (CW) requirements for Pressure Sewer Systems (PSS) strategy development, design and reporting. This document should be read in conjunction with the Land Development Manual which sets out the Coliban Water requirements for sub-divisions and new connections. This document provides additional advice relevant to pressure sewer schemes but does not remove or reduce the requirements detailed in the Land Development manual

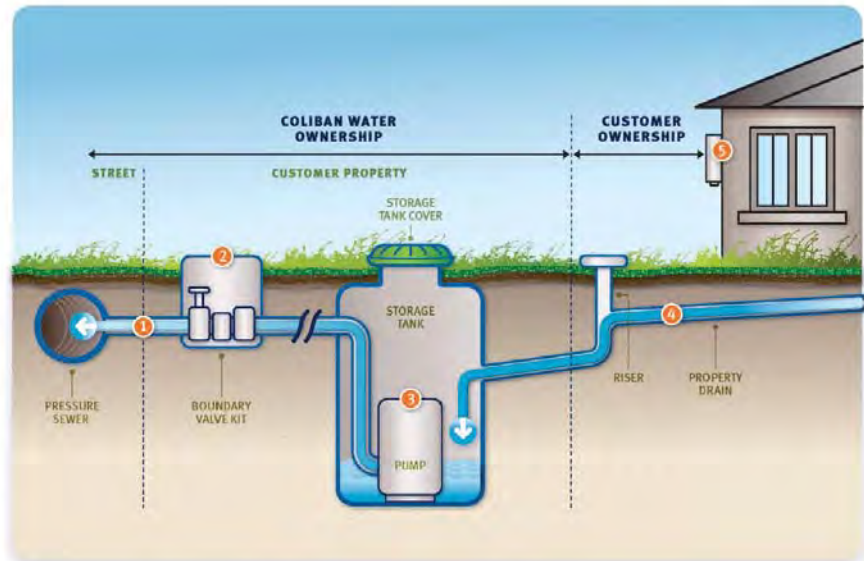
2. Definitions

- **Boundary Kit** On property asset installed at the front property boundary to provide connection to Coliban Water reticulated sewerage. Includes isolation valve.
- **CW** Coliban Regional Water Corporation (the Corporation)
- **Control Panel** Electrical control unit for the Pressure Sewer Unit located close to the electrical switchboard to remain accessible to Coliban Water for unrestricted access.
- **Developer Installed Works (DIW)** means the works to be designed and constructed according to Coliban Water's Letter of Conditions for the supply of water, recycled water (where applicable) and sewerage assets and infrastructure to service each Lot.
- **On-Property Assets:** Components of the PSS on the property, (refer to Figure 1 following), including:
 - Pump unit and associated electrics (PSU);
 - Property discharge line;
 - Boundary Valve Kit;
 - Telemetry connection (optional).
- **Letter of Conditions** is a response provided by Coliban Water that details the specific and minimum requirements for the provision of water, recycled water and sewerage infrastructure necessary to service a proposed development.
- **New Customer Contribution (NCC)** means an upfront payment levied by Coliban Water when a customer builds or develops a property and connects to Coliban Water's water, sewerage or recycled water network. Refer to [Land Development Manual](#) section 2.2 for further information.
- **PSS** Pressure Sewer System: This refers to the pressure sewer system as a whole, including the Pressure Sewer Unit, all related plumbing and electrical units including SCADA.
- **PSU** Pressure Sewer Unit: This refers to the pump unit and storage tank.
- **Reticulation Infrastructure:** Components of the PSS external to the property, including:
 - Pressure sewer lateral;
 - Pressure sewer pipeline (reticulation);
 - Tapping or connection point
 - Air valve and scour assemblies;
 - Outfall connection to gravity sewer.
- **SCADA:** Coliban Water's remote infrastructure monitoring system.
- **Serviced Property:** A property located within Coliban Water's sewer districts, fronted by a corporation main and the payment of relevant New Customer Contribution (NCC) and or pressure fees have been received by the Corporation.

PRESSURE SEWER SYSTEM COMPONENTS SCHEMATIC OVERVIEW

Pressure sewer systems are an economical and environmentally-friendly way of collecting, transporting and disposing of wastewater from households. This diagram outlines the key components of a pressure sewer system:

- 1 **House Service Line**
This is the line from the property that discharges to the pressure sewer system.
- 2 **Boundary Valve Kit**
This is the access point for maintenance and ensures wastewater cannot re-enter the property.
- 3 **Pumping Unit**
This is a below ground storage tank that manages waste from the property before it is pumped to the pressure sewer.
- 4 **Property Drain**
This pipe connects the house to the storage tank.
- 5 **Control Panel**
This electrical box controls the pumping unit.



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Figure 2-1 Typical Pressure Sewer System - Domestic Application

LEGEND

Property (House) Service Line

This pipe connects the pumping unit on the property to the pressure sewer in the street. It is the responsibility of the property owner to install this pipework from the pressure sewer unit to the boundary kit in accordance with AS 3500 and the Victorian Plumbing Regulations.

Boundary Valve Kit

Prevents wastewater which is already in the pressure sewer from re-entering the property, and enables maintenance staff to isolate individual properties from the system in the event of an emergency.

Pumping Unit (PSU)

This includes a small pump, storage tank and level monitors which are all installed underground so that only the top (or lid) of the storage tank is visible.

If required, a pressure sensor may also be fitted to the discharge pipeline and linked to the control panel to help control the operation of the pump.

Coliban Water prefers that the pump unit to be located at the front of properties for ease of future access for maintenance and repair. [See section 10 Easements](#)

Property Drain

This is the drainage pipework connecting the discharge from the dwelling to the pump system. It is the responsibility of the property owner to install and maintain this pipework up to the capped Inspection Opening (I/O) in accordance with AS 3500 and the Victorian Plumbing Regulations 1996.

Control Panel

This is a small box which is ideally mounted to the wall of the house containing all the electrical controls for the pumping unit

The control panel must be accessible at all times by Coliban Water where its access shall not be hindered by any object (i.e. gates, fencing & vegetation).

Capacity is to be provided for the installation (now or in future) of telemetry and pressure sensor technology. This may require the installation of a suitable antenna. Details of the telemetry and the pressure sensors technology will be subject to a specification from Coliban Water's Data and Systems Operating Team.

Alarm System (not shown) is a visible & audible alert from the control panel

3. General

3.1 Responsibility for service provision

In relation to the provision of a PSS, the developer is responsible for the provision of the reticulated assets and the costs of connecting these assets to Coliban Water. In this instance this includes the provision of:

- a) Reticulated PSS infrastructure to Coliban Water requirements
- b) Property Service Line
- c) Boundary Valve Kit

The developer is also responsible to make the home builder aware of the need to provide an appropriately designed:

- i) Property Drain and
- ii) Provision of electrical circuit to Control Panel location and underground power supply to Pumping Unit location

Ongoing power supply connection and costs are the responsibility of the property owner.

Generally the home builder will coordinate the installation of all assets however the cost of the gifted assets (a to c) is retained by the developer.

3.2 New Customer Contributions

The Developer shall pay a negotiated New Customer Contribution (NCC) charge, applicable at the time, in respect of all newly created allotments serviced by pressure sewer.

The negotiated NCC will include the cost to supply, install and commission all pressure sewer units for each allotment requiring pressure sewer in the development. The details regarding the value of this charge will be detailed within Coliban Water's 'Letter of Conditions' provided in response to a design submission by a consulting engineer registered with Coliban Water for the provision of developer installed works is discussed further in [Section 12.1](#).

3.3 Coliban Water Approval

Where a planning permit is required, Coliban water will consider the appropriateness of a Pressure Sewer Scheme (PSS). As a guide, Coliban Water will consider a PSS for the proposed development if any of the following conditions are met:

1. The development cannot drain utilising only a gravity pipe network to an adjacent or nearby system.
2. There are particular environmental constraints in the area to be sewered which could be mitigated through construction of a pressure sewer system. Examples are:
 - a) highly volatile soil conditions,
 - b) high water tables (with elevated risk of infiltration of groundwater),
 - c) topography that is very hilly so that design guidelines cannot be achieved or

- d) very flat areas which may require very deep assets.
- 3. There are individual properties or small clusters of properties which cannot be economically serviced by the existing sewer system in that area.
- 4. Coliban Water's augmentation plans or servicing strategy specifies its use in a particular region.
- 5. The developer may request a Pressure Sewer Service:
 - a) as a uniform servicing option only, and/or
 - b) as a partial servicing option in combination with gravity sewers.

4. Existing Services

For existing developed properties, the property owner shall arrange the installation of the on-property PSS assets, at the cost of the property owner.

The property owner is required to apply to Coliban Water for connection to sewer with a pressure sewer system pursuant to Section 145 of the Water Act 1989.

The installation of the on-property PSS assets shall be performed by a contractor(s) approved by Coliban Water.

As there would not have been any previous contribution to the cost of installation of on-property assets by a developer, the Corporation will not contribute to the cost of the on-property works.

The Corporation requires the submission of a preliminary design plan showing the proposed location of the dwelling (serviced structure), pump unit, control panel and discharge pipeline with the request for connection to sewer. This is to be reviewed and endorsed prior to Coliban Water approving connection to sewer with a pressure sewer system.

The Corporation will, in turn, issue the property owner a notice under Section 145 of the Water Act 1989 which includes the Corporation's terms and conditions for connecting to sewer with a pressure sewer system.

The property owner will also be responsible for the installation of the property drain between the dwelling and the PSS collection pump assembly, which is to be installed by a licensed plumber in accordance with AS 3500 and the Corporation's requirements. Requirements include the submission of a drainage plan detailing all the property drains, the location of the PSS and the discharge pipeline to the property boundary.

4.1 Existing PSS Serviced Properties

For all existing pressure sewer serviced properties, the present conditions and/or agreement with Coliban Water still applies.

Landowners have the ability to transfer existing pressure sewers to Coliban Water to own and manage as its asset given that it meets Coliban Water's standards. This is at the discretion of Coliban Water.

Landowners have the ability to upgrade or replace existing pressure sewers to Coliban Water standards which may lead to Coliban Water taking ownership and maintenance of the asset.

4.1.1 Approval for Relocation

A property owner must obtain the written approval of the Corporation before any PSS assets are relocated and Coliban Water consents to the issuing of a PIC number. This will require the submission of a preliminary design plan showing the proposed relocation works required, including dwelling (serviced structure), pump unit, control panel and discharge pipeline. All relocated assets are subject to an inspection to gain approval from Coliban Water.

4.1.2 Costs of Relocation

The Corporation will not contribute financially to the cost of any relocation.

4.1.3 Contractors

The relocation is to be completed by a licensed plumber and a qualified electrician, in accordance with the installation instructions.

An as constructed drainage plan showing the location of all internal drains, pump unit, control panel, discharge line and property boundary kit is to be provided by the plumber at the completion of the works. This is to include provision of tie distances, depths, off set distances, structure outlines, property boundaries, etc., to enable location of all pipework and fixtures in the future.

5. Residential Development or Subdivision

The WSAA code for pressure systems incorporates advice with respect to Septic Tank Effluent Drain (STED) and Septic Tank Effluent Pump (STEP) systems as well as the Pressure Sewer Schemes described here.

Management of the septic tank associated with STEP/D systems remains the responsibility of the home owner as per the Section 4.1 of the [Land Development Manual](#)

6. Industrial/Commercial

The provision of sewerage services using pumped systems is acceptable for commercial and industrial developments where the proponent can demonstrate that the available products meet the design requirements.

Trade waste customers may need to consider the effect of the discharge characteristics on the pumping unit along with the volume of flow. Coliban Water will consider each application on its merits and set appropriate conditions.

7. Multi-Unit Developments

See the [Land Development Manual](#) and the relevant WSAA and Coliban Water specifications.

8. High Rise

See the [Land Development Manual](#) and the relevant WSAA and Coliban Water specifications.

9. Boundary sewers and water mains that service two developments

See the [Land Development Manual](#) and the relevant WSAA and Coliban Water specifications.

10. Easements and Reserves

Coliban Water does not generally allow pressure mains on private property. Where there is evidence that the environmental benefit of sewerage provision is critical and there is no practical way to avoid the placement of a pressure sewer in private land refer to Section 3.7.1 of the Pressure Sewer Code of Australia, 2007, Part 1.

Easements may be provided on new lots covering the location for PSS and Boundary kit. Details of this requirement will be specified within a Letter of Conditions provided by Coliban Water to the developer. Clear access must be maintained by the property owner allowing Coliban Water and its contractor's unrestricted access to the PSS for maintenance purposes.

11. Connections

11.1 Pressure Sewer Connection

Connections to the reticulated pressure sewer should be undertaken in accordance with Pressure Sewer Code of Australia 2007 (WSA 07-2007-1.1) and Coliban Water's Supplement to that code.

11.1.1 Swimming Pools & Spas

Customers who install a pool will not be permitted to drain their pool to their pressure sewer unit, and will be required to comply with local authority requirements. In cases where this is not possible, the customer will be required to install a system such that discharge from the pool does not exceed the capacity of the pressure sewer pump well.

Customers with a spa are to install a flow restrictor to the drain that limits the discharge rate to not more than 0.5L/s. This flow restrictor shall be installed by a licensed plumber.

Refer to section 4.4.3 Coliban Water Supplement to WSA 07-2007-1.1

11.2 Intervening Properties

Where reticulation infrastructure, installed by the developer, fronts properties outside the development that could benefit from the works, the owners of those properties will not be under an obligation to contribute to the cost of the works but shall be entitled to connect to the works (at their cost) in due course.

The developer is encouraged, however, to negotiate with intervening landowners to seek their cooperation in contributing to the cost of the works.

12. Developer Installed Works

12.1 Who pays for the work

In addition to all responsibilities described in section 11.3 of the Land Development Manual, the developer is responsible for the provision of the

- a) Reticulated PSS infrastructure in accordance with Coliban Water's developer installed works (DIW) process and including:
- b) Reticulated sewer rising main and connection to Coliban Waters sewer services according to Coliban Water requirements
- c) Property Service Line
- d) Boundary Valve Kit

For Coliban Water to consider lots in a proposed subdivision to "be serviced for sewerage" and consent to compliance being issued a charge must be collected from the developer which recovers the costs of installing the on property assets including pressure sewer pumping units at some time in the future when the property owner applies to connect to our services. This charge will be collected as part of a negotiated NCC with the developer as explained above in [Section 3.2](#).

Funding from the developer will be held by Coliban Water until the customers are ready to connect – at which time a Coliban Water nominated supplier to install the pumping unit, and control box would be engaged.

The value of the New Customer Contribution charge (as part of the negotiated NCC) will be dependent upon the contracted amount agreed with Coliban Water's nominated supplier plus a management fee for the cost to install the on-property assets and the number of properties within the development to be serviced by the PSS.

New Customer Contribution (NCC) applicable to each lot within a development serviced by a pressure sewer system will be confirmed within a Letter of Conditions or Conditions of Connection provided by Coliban Water.

12.2 Registered Providers

Coliban Water reserves the right to stipulate a registered provider for the provision and installation of the PSS. The developer should make home builders clear that it is their responsibility to work with the registered provider to coordinate the installation in conjunction with the home builder's tradesmen.

In the event that Coliban Water does not have a registered provider list products that meet the WSAA Pressure Sewer code, 2007 (WSA 07-2007-1.1) and Coliban Water's Supplement to that code will be acceptable, and will be stated in the letter of conditions.

13. Overview

See the Land Development manual and the relevant WSAA and Coliban Water specifications

13.1 Strategy Development

The Developer shall develop a servicing strategy and present it to Coliban Water. The servicing strategy is to address the requirements in the Planning and Design Approach Table 1.3 of WSA-02 Part 1: Planning and Design, such as environmental constraints, overflows, septicity, odour control, grades, depth, sizing, connectivity and future expansion. The level of detail required for these depends on the size of the PSS and the capacity of the receiving system to take the flows as advised by the Letter of Conditions or similar. The level of detail required is to be sufficient such that minimal work is required to progress the strategy to concept design/drawings.

Minimum requirements are:

- a) The estimated flows are such that the network can be sized appropriately through static or dynamic modelling.
- b) The detention times in the network have been estimated so that septicity and potential odour issues and their locations can be identified.
- c) The extent of potential odour issues and the viable options for addressing these have been undertaken at the strategy phase in consultation with Coliban Water so that the costs associated with implementing mitigation measures can be included in the options assessment.
- d) A preliminary assessment of air entrapment and ventilation options has been undertaken.
- e) Review of development staging and associated issues to avoid the need for flushing has been clearly documented.
- f) Reliability of power supply and bushfire risks are presented.

As a minimum, the Developer must demonstrate to Coliban Water that the proposed PSS will:

- a) Satisfy the WSA 07-2007-1.1 – Pressure Sewerage Code of Australia and Coliban Water's WSA 07 Supplement.
- b) Remain full to avoid air entrapment issues.
- c) Achieve minimum pipe self-cleansing velocities of 0.6 m/s.
- d) Enable each property to drain to the collection chamber location which is to be located preferably at the front of the property within 3 m from the Council approved front property set-back; Coliban Water approval is required for any location other than described above.
- e) Have pump run times that remain within an acceptable range.
- f) Have adequate system failure recovery performance.
- g) Accommodate a range of inflows above and below the adopted 'design' values.
- h) Have pipeline detention times been calculated and odour and septicity management requirements established and costed.

- i) Reasonably accommodate the requirements for on-site emergency storage.
- j) Demonstrate that system operation constraints at each foreseeable stage of development will not make implementation of the PSS impractical.
- k) Establish that system performance remains within acceptable limits with sensitivity testing of key assumptions (scenarios to be agreed with Coliban Water).

13.2 Odour Control

All feasibility reports submitted are to address the generation of odour from the pressure sewer system and provide approved engineering solutions at the developer's expense, to mitigate any odours. This may also include a contribution to the ongoing maintenance of these systems.

To assist with odour control, the preferred discharge point for a pressure sewer main is to be directly into the wet well of an existing sewage pump station or at the discretion of Coliban Water. The connection shall be designed and built to minimise the drop into the wet well and make the flow path as smooth as practicable. It must also allow access for jetting/cleaning if required and may also include surface treatment of corrosion resistant coating.

13.3 Inflow and Infiltration (I&I) Monitoring

New reticulation rising mains required to service a PSS development will be subject to Inflow and Infiltration analysis. Monitors will be installed by Coliban Water to monitor I&I in the network at the discretion of Coliban Water's Data and Operations System Team.

In the event that there is an issue, Coliban Water reserves the right to monitor each individual household for the cause of I&I in the network.

14. Pre-Construction

See the [Land Development Manual](#) and the relevant WSAA and Coliban Water specifications

15. Construction

For a PSS the requirements for the concept and detail design phases are identified in the flow chart that is **Figure 15-1** below.

15.1 Construction Process

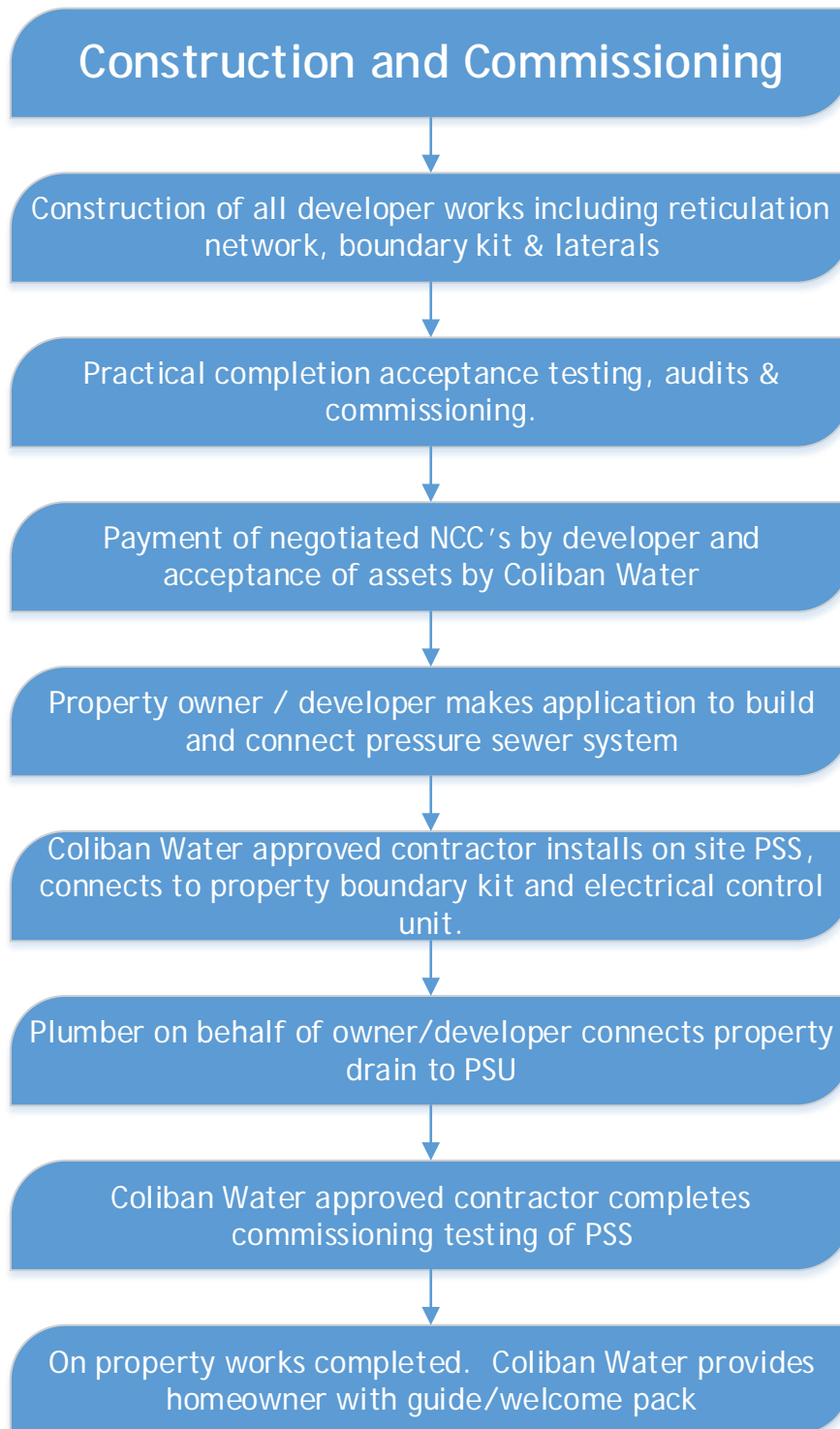


Figure 15-1 Construction Process

15.2 Properties in New Developments

For newly developed properties, the status of the provision of sewer to the property at the time of application for each property to connect is:

- The developer has installed the pressure sewer pipeline that fronts the property and it is connected to the Coliban Water sewer reticulation system;
- The developer has paid both the negotiated New Customer Contribution (NCC) including the contribution to Coliban Water for future installation of the pressure sewer unit on the property by the owner;
- The property is regarded as a serviced property by Coliban Water and as such the property will attract a service availability charge for sewer services.
- Coliban Water's information statement provided for the sale of the property to a prospective owner will have indicated that the property is to be serviced by a pressure sewer system when connected to the sewer in the future; and
- The status of the property connection should be identified on the Corporation's customer relationship database and GIS systems as being a vacant lot, pressure sewer terms and conditions applying, with the status of charges previously paid for the negotiated New Customer Contribution (NCC).

To arrange for the installation of the pressure sewer unit and connection to the Corporation's sewer reticulation system the following is required:

- The property owner shall apply to Coliban Water for connection to sewer with a pressure sewer system pursuant to Section 145 of the Water Act 1989 by accessing our [Water & Sewer Connection online application form](#);
- The property owner shall provide Coliban Water with a design for the installation of the pressure sewer unit by a contractor(s) approved by Coliban Water;
- The owner's licensed plumber takes out a Plumbing Industry Commission (PIC) consent number for the installation of the property drains for the property and provides a preliminary design plan showing the proposed location of the dwelling (serviced structure), pump unit, control panel and discharge pipeline.
- Upon Coliban Water approving the design plan for installation the Corporation will approve connection to sewer to proceed.
- The property owner is responsible for the installation of the property drain between the dwelling and the PSS collection pump assembly, which is to be installed by a licensed plumber in accordance with AS3500 and the Corporation's requirements.
- To finalise the connection of the property to sewer an as-constructed drainage plan showing the location of all internal drains, pump unit, control panel, discharge line and property boundary kit shall be provided to Coliban Water. This is to include provision of tie distances, depths, off set distances, structure outlines, property boundaries, etc., to enable location of all pipework and fixtures in the future.

Upon receipt of this information, Coliban Water will in turn:

- Issue a notice under Section 145 of the Water Act 1989 to the property owner which includes the Corporation's terms and conditions for connecting to sewer with pressure sewer; and
- Approve connection of the property.
- The isolation valve in the boundary connection kit is not to be opened until this process is finalised.

16. Defects Liability

It is likely that the defects liability period may be extended in the event of a PSS

17. Responding to faults

See the [Land Development Manual](#) and the relevant WSAA and Coliban Water specifications.

18. Shared Assets

18.1 Residential and Commercial Properties

All residential and commercial properties shall have separate on-property assets upstream of the property boundary box. The Corporation will not allow the sharing of on-property assets for residential and commercial properties.

18.2 Unit-Type Developments

The Corporation however, may consider the sharing of pump units for unit type developments. The ownership, loadings, subdivision easements, reserves, etc., need to be included in the feasibility report provided for the proposal.



*Important Information
on how to connect to
Coliban Water's pressure
sewer network*

October 2021

1. Background

A Pressure Sewer System comprise a fully sealed pipe network fed by pumping units located at each connected property. Pressure sewer systems are an alternative when a traditional gravity sewer connection is not feasible for a particular lot or development area.

From 1 April 2021 Coliban Water imposed requirements on developers to pay a higher New Customer Contribution (NCC) for each lot to be connected by pressure sewer.

This NCC provides developer funding held by Coliban Water for the supply, installation and ongoing maintenance requirements by Coliban Water for the property assets on each lot including tank, pump and control box. The supply and installation will be completed by Coliban Water's approved contractors after an application to connect is received.

Some previously approved pressure sewer systems will extend beyond this date with the property owner responsible for supply, installation and ongoing maintenance costs. Coliban Water will confirm details related to your application during our consent to connect process.

2. Process of connecting to Coliban Water's pressure sewer network

There are 4 stages to the connection process to allow your property to connect to Coliban Water's pressure sewer network. Each stage has important items that need to be followed in order to ensure the connection process runs smoothly for your property.

Stage 1 Application to Connect (Prior to commencing your building works)

Applications are made using Coliban Water's online forms accessible from our website [Connect a property | Coliban Water](#). You can use the connect to drinking water form if applying for connection to both water and sewer or alternatively the connect to sewerage form may be used. During the online application you will be required to upload:

- A Site plan showing the proposed house/structures
- Floor plan of the proposed house/structures
- Landscaping plan if available
- Current Title
- Any other relevant documents to support your application

Stage 2 Design of your system (Prior to commencing building works)

After Coliban Water receives and processes your application to connect you will be referred to Coliban Water's delivery Partner for pressure sewer systems. Our contractor will review and make arrangements with you to design your onsite pressure sewer system. After we have designed your system and you have agreed to the locations of the pressure sewer equipment, we will then process your consent to connect number for booking drains with the Victorian Building Authority.

Stage 3 Get your Building Works Underway

You can now start with your building works and below ground sewer drainage works. Remember during this stage of your building works to follow the requirements of the plumber and electrician as nominated in the section "Need to Know Information for Builders, Electricians and Plumbers".

When your building reaches lock up stage with permanent power is connected, it's time to give our delivery Partner a call and schedule the installation of the pressure sewer system.

Stage 4 Installation and Commissioning of the sewerage system

Installation of the pressure sewer system and commissioning will be undertaken by our delivery partner making the system ready to receive sewerage from the house. After this stage is completed, the property is now fully connected to Coliban Water's pressure sewer network.

3. Important information for builders, electricians and plumbers

Builders Requirements for Pressure Sewer

As the site co-ordinator you will need to ensure the electrical and plumbing contractors have completed the requirements below along with overseeing the overall process of connecting the property to Coliban Water's Pressure sewer network.

- Builders must have permission to act on behalf of the customer and ensure the property owners details are supplied as part of an application to connect. Online applications are accessible via the Coliban Water website. [Connect a property | Coliban Water](#)
- The builder is required to work with Coliban Water's delivery Partner to organise the installation of the tank, pump system, control box, internal alarm and electrical connection.
- Builders are responsible for any damage to the pressure sewer system during construction works. Coliban Water's contractor will repair the asset at the builders' expense.
- The tank lid should be protected at all times. Heavy items are not allowed to be placed on or driven over this asset. Barrier protection is necessary during construction to ensure damage is avoided.
- Damage to the system must be reported to Coliban Water on 1300 360 200.
- Builder is responsible for the costs associated with the electrical and plumbing requirements stated below.

Electrical Requirements for Pressure Sewer

In order to prepare for Coliban Waters pressure sewer system to be installed, the builder's electrical contractor will be required to carry out the following works prior to booking in the installation of the system.

- Residential - Install a dedicated 240v 20amp circuit from the property switch board to the location nominated pump control panel on the pressure sewer drawing. (Please refer to drawing provided to Builder / Owner)
- Commercial - Install a dedicated 415v 25amp circuit from the property switch board to the location nominated pump control panel on the pressure sewer drawing. (Please refer to drawing provided to Builder / Owner)
- All cables should be clearly labelled at each end with "sewer pump"
- All works must be undertaken in accordance with AS3000
- 1 metre of additional cable should be left at each end of all circuits

NOTE: Final connection to power supply and pressure sewer system will be undertaken by Coliban Water. A separate certificate of electrical safety will be issued for this work.

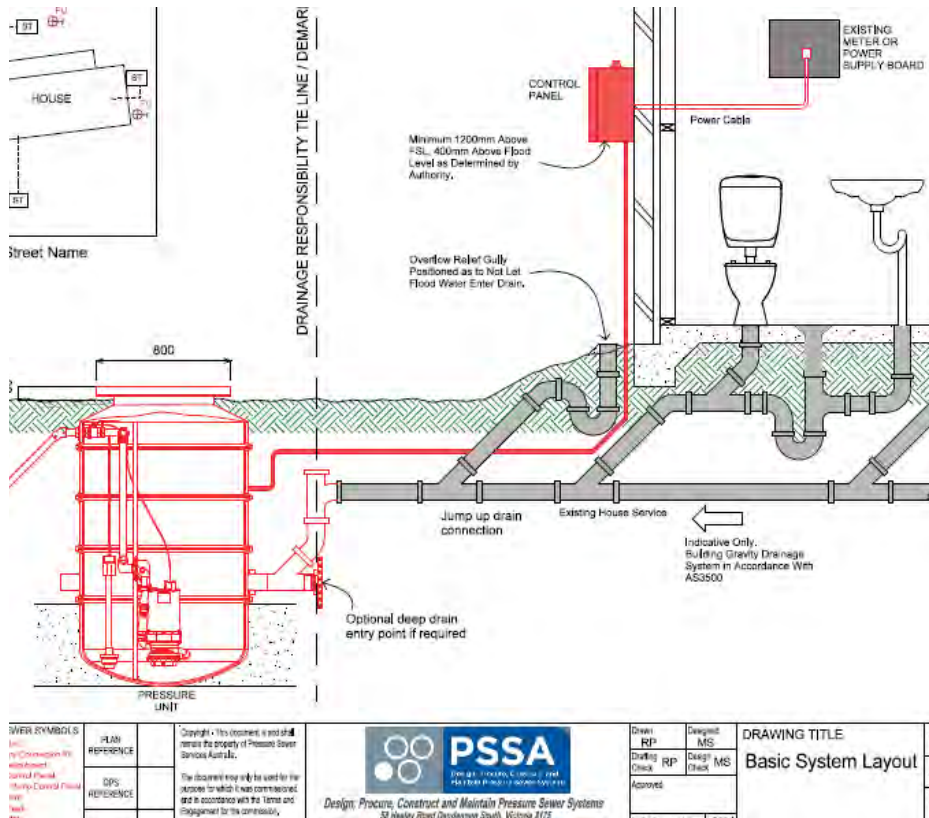
Plumbing Requirements for Pressure Sewer

In order to prepare for Coliban waters pressure sewer system to be installed, the builder's Plumbing contractor will be required to carry out the following works prior to booking in the installation of the system.

- Laid and installed the 100mm DWV below ground sewerage drain to the location marked pump unit (please refer to drawing provided to builder / Owner)
- Ensured the drain is free from foreign objects, dirt, gravel, timber
- Ensure the invert level of the drain is no deeper than 1.0m from the finish surface level.
- Ensured the property drain is protected by an overflow relief gully, the use of reflux valves on pressure sewer systems is not permitted.
- Ensure the drain laid to the pump station is terminated with a 27a and riser to surface marked sewer.

- All drainage works conform to AS3500
- VBA (Victorian Building Authority) drainage booking has been undertaken
- As Laid property drainage plan has been submitted to Coliban Water

*Final connection of the property drain onto Coliban Waters pressure Sewer system will be undertaken by Coliban Water so long as the drain has been laid to the dimensions shown for the pump unit on the property plan, if this has not been undertaken the plumber will be responsible for the final drain connection.



4. Terms and Conditions of Coliban Water's pressure sewer systems

1. Preliminary

1.1 In these conditions: you and your refer to the owner or an acting agent of the owner, of the property connected, or to be connected, to our pressure sewer system. We, us and our refer to Coliban Water.

1.2 Either our customer charter for residential customers or our customer charter for business customers is incorporated with these conditions. Any of your obligations set out in our pressure sewer system manual are also incorporated with these conditions. If there is any inconsistency with either of them, these conditions prevail.

2. Installation

We will install a boundary valve kit, along with the pumping unit and discharge line. In addition, we will install the control panel and the associated electrical cabling to the pumping unit. We will pay for the cost of these works.

You will be responsible for any costs associated with moving the pumping unit, boundary valve kit, discharge line and control panel should you wish to change their location after installation.

3. Power

We will arrange for the pumping unit to be connected to your property's power supply. We will pay the cost of this connection unless we deem your electrical systems to be unsafe. You must pay for bringing your

electrical systems to an appropriate standard where our works can occur. You must also pay for the power used by the pump.

Your electricity supply to the control panel comes from your main switchboard. If you, or someone else for whom we are not responsible, turns off the power supply to the pump units at the main switchboard, you may be liable for any costs associated with any callouts and repairs.

4. Property drain

You are responsible for the connection of your property drain to the capped inspection shaft (also referred to as the 45 degree junction giving both on grade or jump up connection for the plumber) provided by us on the inlet of the pump unit which is your legal connection to the sewerage system. Properties with a pressure sewer system must have an overflow relief gully. Reflux valves are not permitted on pressure sewer systems.

5. Maintenance

5.1 You will be responsible for any costs associated with maintaining property drains in good working order. Any work to be carried out on property drains must be carried out by a licensed plumber.

5.2 We will maintain the pumping unit, the control panel, electrical cables and all pipes on our side of the capped inspection opening. We will arrange for and pay for such work.

5.3 You must notify us promptly on our Emergency and Faults telephone line (1300 363 200) when you discover anything wrong with the pumping unit (including any power failure), the control panel, electrical cables, or the pipes on our side of the pumping unit.

5.4 Some pumping units include 'smart' digital technology that relays pump and tank information through telecommunications networks to our secure data centre.

6. Damage & Asset Protection

6.1 If you, or someone else for whom we are not responsible, damages the pumping unit, the control panel, electrical cables, or pipes on our side of the pumping unit, we will arrange for repairs to be made. You must pay us the cost of any such repairs.

6.2 You are responsible for any damage to the pressure sewer system during construction works. Coliban Water's contractor will repair the asset at the builders' expense.

In accordance with Section 148 of the Water Act you must not, without our consent, cause or permit any structure to be built, or any filling to be placed:

- a. Within 1 metre laterally of any of our works; or
- b. On land over which an easement exists:
 - I. In favour of Coliban Region Water Corporation; or
 - II. For water supply or sewerage purposes.

You are required by law to remove any such structure or filling if we ask you to, within such time as we determine. If you do not remove the structure or filling within the time we have determined, we have legal power:

- a. To enter your land and remove the structure or filling; and
- b. To recover the reasonable costs we incur from you.

Where driveways / paving are constructed over easements for water supply / sewerage purposes, or within 1 metre horizontally of a Coliban Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset/s affected.

7. Pools and spas

7.1 Coliban Water's preference for your spa and/or pool is to have cartridge filtration as this eliminates the need to backwash.

7.2 If you have a pool or spa which discharges water at more than 0.25 litres per second or 15 litres per minute when it is emptied or the filter is backwashed (this should be specified in your pool or spa user manual), you must limit the flow to the pressure sewer pump unit by installing an intermediate holding tank with a flow limiting outlet valve and physical air gap. The installation must be done by a licensed plumber in

consultation with Coliban Water. Please contact Coliban Water for further detailed assistances on how to connect the spa and/or pool waste to pressure sewer systems.

7.3 You must meet the cost of purchasing, installing and maintaining the holding tank or flow limiting valve including any work (installation or maintenance) performed by a licensed plumber or pool technician.

7.4 Discharging large volumes of backwash water to the pressure sewer system will sound a high-level alarm from your pressure sewer control panel, indicating there is limited capacity inside the pressure sewer pump unit.

7.5 Overflow relief gullies and backwash connection points to your sewerage drain must not be located in a position that allows the sewerage drainage point over overflow relief gully to spill across the surface to the spa or pool.

8. Restricting water use

Whenever you discover anything wrong with the pumping unit (including any power failure) or your property drain, you must restrict as much as possible the amount of water that is sent down your property drains.

This will reduce the amount of wastewater generated from your property while the fault persists thereby helping avoid an overflow at the storage tank.

9. Pressure sewer system manual

9.1 You must ensure that a copy of the pressure sewer system manual is kept at the property at all times, even if the property is leased or rented.

9.2 You can obtain further copies of this guide from our website at www.coliban.com.au

9.3 The manual forms part of the terms and conditions of connection

10. Decommissioning old septic systems

When our pressure sewer system is installed, you must arrange for a licensed plumber to decommission your existing wastewater system, in accordance with EPA requirements for such work. You must pay for this work.

11. Selling your property

When we provide any information statements about your property (for example, to a potential purchaser) it will state that the property is in a pressure sewer area and that special conditions of connection apply to it.

12. Costs and charges

12.1 If you are not in a Sewerage Area, you must pay the full costs associated with supply and installation of the pumping unit as well as any required network extensions or augmentations.

12.2 You will be responsible for the sewerage service and usage charges which apply to all residential or business properties.