

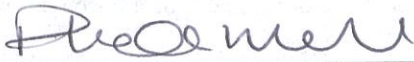
Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land	9 Edenmont Road, Clematis 3782	
Vendor's name	Rhonda Leah Markham	Date 13/5/22
Vendor's signature		
Purchaser's name		Date / /
Purchaser's signature		
Purchaser's name		Date / /
Purchaser's signature		

1. FINANCIAL MATTERS

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

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

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

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

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is as follows:

Powerline Easement, and as attached if any.

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

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

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

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



3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

None to the Vendor's knowledge. However, the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor

4.2 Agricultural Chemicals

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

Nil.

4.3 Compulsory Acquisition

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

Nil.

5. BUILDING PERMITS

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

Not Applicable.

6. OWNERS CORPORATION

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

Not Applicable.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

A Register Search Statement and the document, or part of a document, referred to as the 'diagram location' in

that statement which identifies the land and its location.

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable.

10.2 Staged Subdivision

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

Not Applicable.

10.3 Further Plan of Subdivision

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

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

13. ATTACHMENTS

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

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

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

--

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

Page 1 of 1

VOLUME 06890 FOLIO 868

Security no : 124097339840E
Produced 05/05/2022 11:25 AM

LAND DESCRIPTION

Lot 6 on Plan of Subdivision 006404.
PARENT TITLE Volume 04747 Folio 208
Created by instrument 2017240 03/07/1946

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
RHONDA LEAH MARKHAM of 9 EDENMONT RD CLEMATIS 3782
W459561L 10/12/1999

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS554484E 23/09/2019
PERPETUAL CORPORATE TRUST LTD

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 or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE TP483009V FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 9 EDENMONT ROAD EMERALD VIC 3782

ADMINISTRATIVE NOTICES

NIL

eCT Control 19219M PURCELL PARTNERS
Effective from 23/09/2019

DOCUMENT END

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

Page 1 of 1

VOLUME 07664 FOLIO 033

Security no : 124097339842B
Produced 05/05/2022 11:25 AM

LAND DESCRIPTION

Lot 5 on Plan of Subdivision 006404.
PARENT TITLE Volume 04080 Folio 917
Created by instrument 2458713 29/11/1951

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
RHONDA LEAH MARKHAM of 9 EDENMONT RD CLEMATIS 3782
W459561L 10/12/1999

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS554484E 23/09/2019
PERPETUAL CORPORATE TRUST LTD

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 or imaged folio set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE TP483010M FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 9 EDENMONT ROAD EMERALD VIC 3782

ADMINISTRATIVE NOTICES

NIL

eCT Control 19219M PURCELL PARTNERS
Effective from 23/09/2019

DOCUMENT END

Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	TP483010M
Number of Pages (excluding this cover sheet)	1
Document Assembled	05/05/2022 11:35

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

TITLE PLAN	EDITION 1	TP 483010M
Location of Land Parish : NARREE WORRAN Township : - Section : A Crown Allotment: 28 (PT) Crown Portion: - Last Plan Reference : LOT 5 ON LP6404 Derived From : VOL. 7664 FOL. 033 Depth Limitation : NIL		Notations. ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN
Description of Land/ Easement Information <p style="text-align: center;">Together with a right of carriage way</p> <p>over the roads coloured brown on Plan of Subdivision No.4383 lodged as aforesaid--- and Together with a right of carriage way over the road coloured brown on the said map and across the crossing coloured brown on the map on the Certificate of Title--- Vol.3594 Fol.723 through the gates of the same now or hereafter to be erected when-- trains or engines are not running and are not expected to run (subject to the due observance and fulfilment of all lawful regulations bye-laws or directions from time to time made----- in force or given as to the use of crossing on the Ferntree Gully and Gembrook line ----- of Railway) -----</p>		THIS PLAN HAS BEEN PREPARED BY LAND REGISTRY, LAND VICTORIA FOR TITLE DIAGRAM PURPOSES COMPILED: Date 25/05/06 VERIFIED: A. DALLAS <i>Assistant Registrar of Titles</i>
LENGTHS ARE IN FEET AND INCHES	Metres = 0.3048×Feet Metres = 0.201168×Links	Sheet 1 of 1 Sheets

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Document Identification	TP483009V
Number of Pages (excluding this cover sheet)	1
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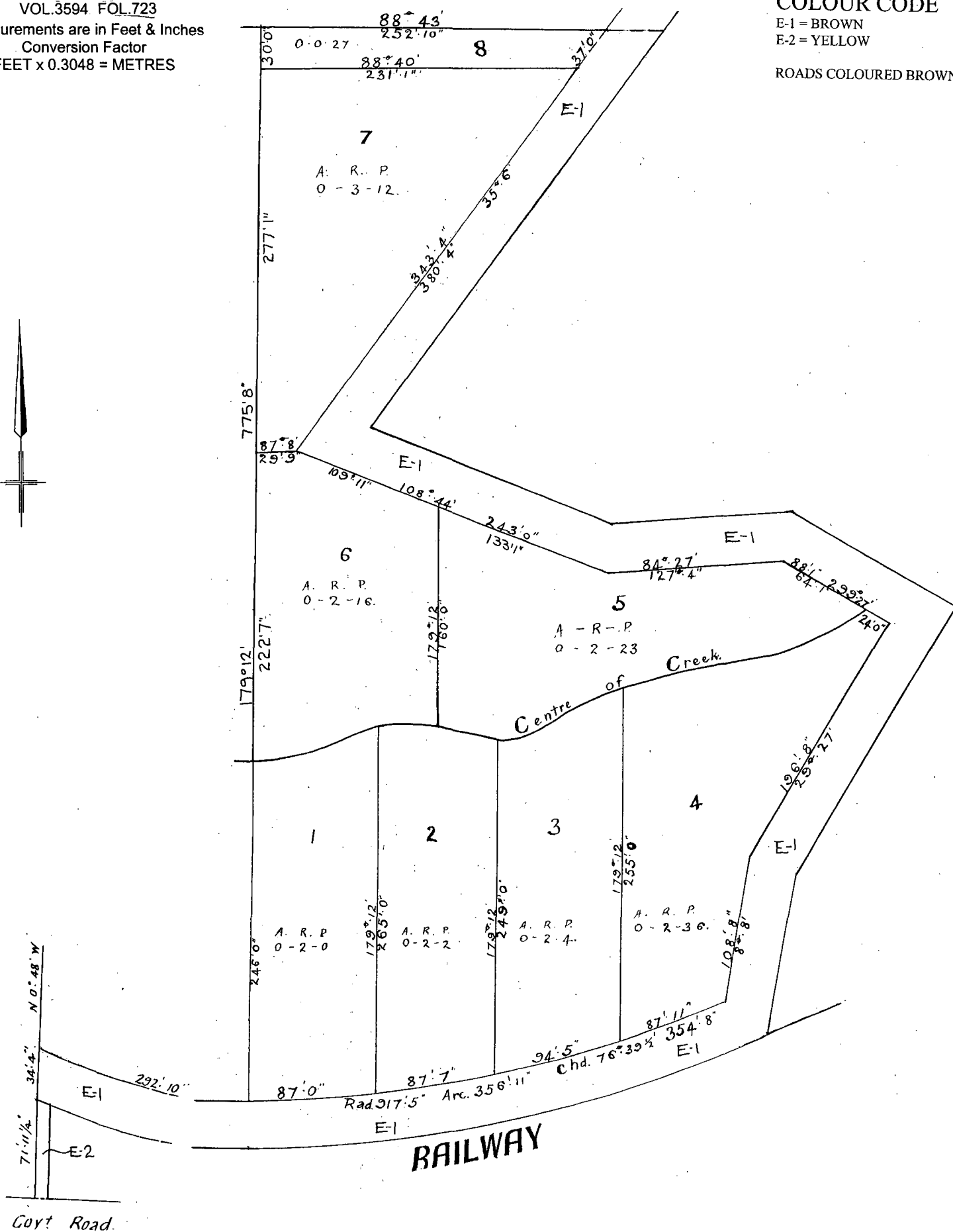
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Document Type	Plan
Document Identification	LP006404
Number of Pages (excluding this cover sheet)	1
Document Assembled	05/05/2022 11:35

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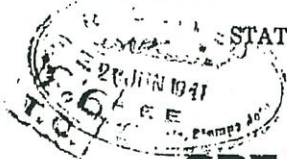
The document is invalid if this cover sheet is removed or altered.



3946735

1821099

No. C 157

STATE ELECTRICITY COMMISSION OF VICTORIA
VICTORIA**CREATION OF EASEMENT**

Keep

I, RUBY ISABEL WAMSLEY of CLEMATIS ---- SPINSTER ----- (hereinafter referred to as "the owner") being registered or entitled to be registered as the proprietor of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder in consideration of the sum of ONE SHILLING ~~pounds~~ paid to me by the STATE ELECTRICITY COMMISSION OF VICTORIA (hereinafter called "the Commission") DO HEREBY TRANSFER AND GRANT unto the Commission and its successors and transferees the registered proprietor or proprietors for the time being of ALL THAT piece of land being ~~part~~ the whole of Crown Allotment 38A Section A Parish of Narracan County of Buln Buln and being the whole of the land comprised in Crown Grant Certificate of

Title entered in the Register Book of the Office of Titles Volume 5097 Folio 1019351 ALL THAT the full and free right and liberty to and for it and them and its and their contractors servants agents and workmen to enter in and upon ALL THAT piece of land delineated and colored red on the plan drawn in the margin hereof being part of Lot 6 on Plan of Subdivision No. 6404 lodged in the Office of Titles and being part of Crown Allotment 28 Section A Parish of Narree Worran County of

Evelyn ----- (which land is hereinafter referred to as the "servient tenement") and to erect over and on the servient tenement a wire stay from any pole erected at or near the point marked 'A' on the said plan and to repair maintain replace or renew the said wire stay and to affix and to keep affixed any and every such wire stay by means of a bedlog or bedlogs firmly embedded into and supported by the servient tenement AND ALSO to carry out such digging cutting and excavating as may be reasonably necessary in the erection or maintenance renewal or replacement of the said wire stay and bedlog AND ALSO from time to time to enter upon the servient

tenement to inspect and maintain and if necessary to repair remove replace or re-erect the wire stay and bedlog PROVIDED THAT nothing herein shall be deemed in any way to restrict limit or detract from any right power or authority of the Commission or its assigns under the State Electricity Commission Acts or any other Acts which now or hereafter may confer any rights duties powers or authorities on the Commission or its assigns.

DATED the *Twenty-fifth* day of *June* One thousand nine hundred and forty-one.

SIGNED SEALED AND DELIVERED by the said
RUBY ISABEL WAMSLEY
in the State of Victoria in the presence of

Ruby Wamsley

THE COMMON SEAL of the STATE ELECTRICITY
COMMISSION OF VICTORIA was hereto affixed
by authority of the Commission in the presence of

Chairman

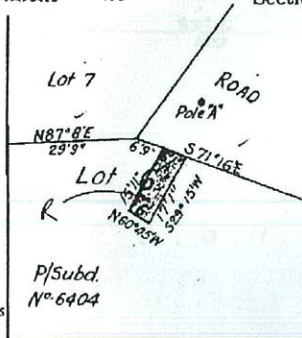
Secretary

ENCUMBRANCES ABOVE REFERRED TO

NIL.

COLOUR CODE

Y = Yellow G = Green O = Orange
BL = Blue BR = Brown CH = Cross Hatched
R = Red P = Purple PK = Pink H = Hatched



PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 06 May 2022 03:08 PM

PROPERTY DETAILS

Address: **9 EDENMONT ROAD EMERALD 3782**
Lot and Plan Number: **More than one parcel - see link below**
Standard Parcel Identifier (SPI): **More than one parcel - see link below**
Local Government Area (Council): **CARDINIA**
Council Property Number: **2254700400**
Planning Scheme: **Cardinia**
Directory Reference: **Melway 127 B3**

www.cardinia.vic.gov.au

[Planning Scheme - Cardinia](#)

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

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **Yarra Valley Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**
Legislative Assembly: **GEMBROOK**

OTHER

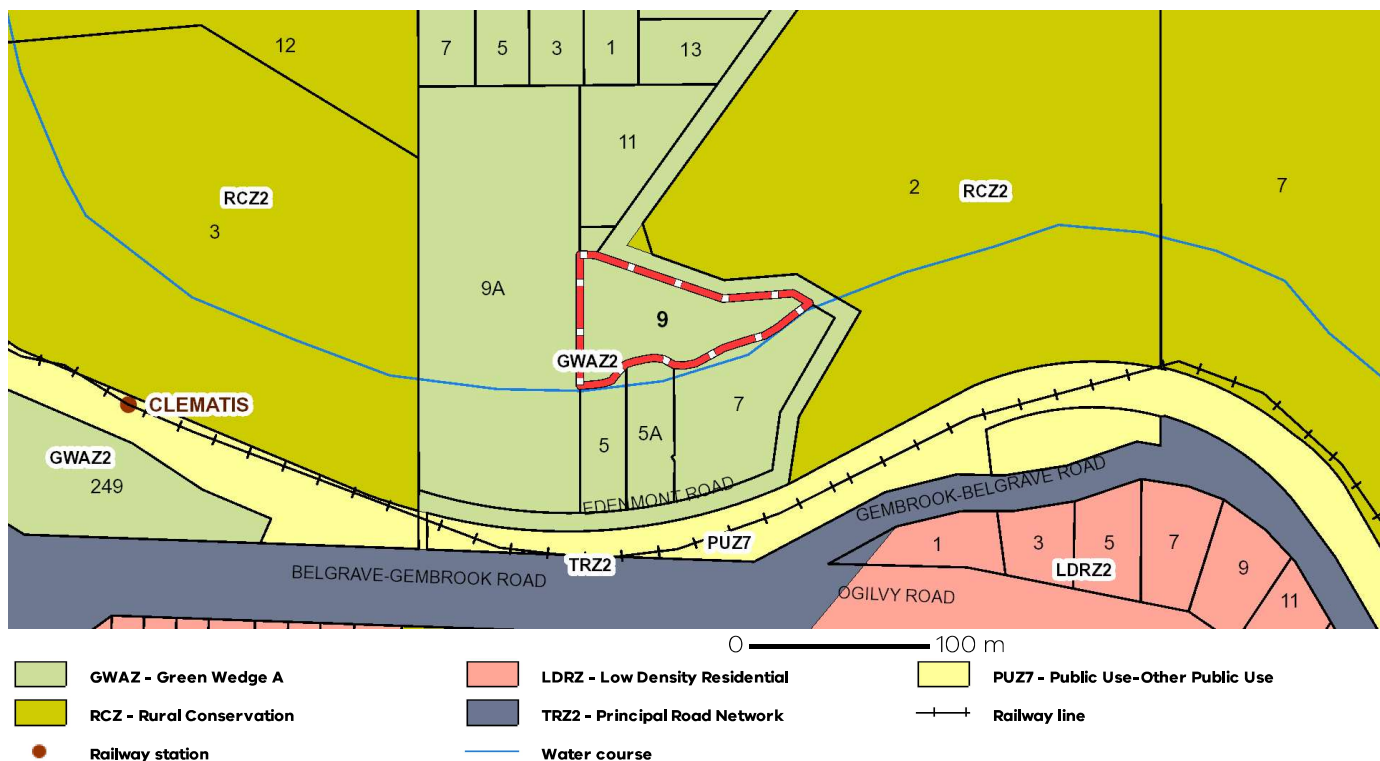
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[GREEN WEDGE A ZONE \(GWAZ\)](#)

[GREEN WEDGE A ZONE - SCHEDULE 2 \(GWAZ2\)](#)

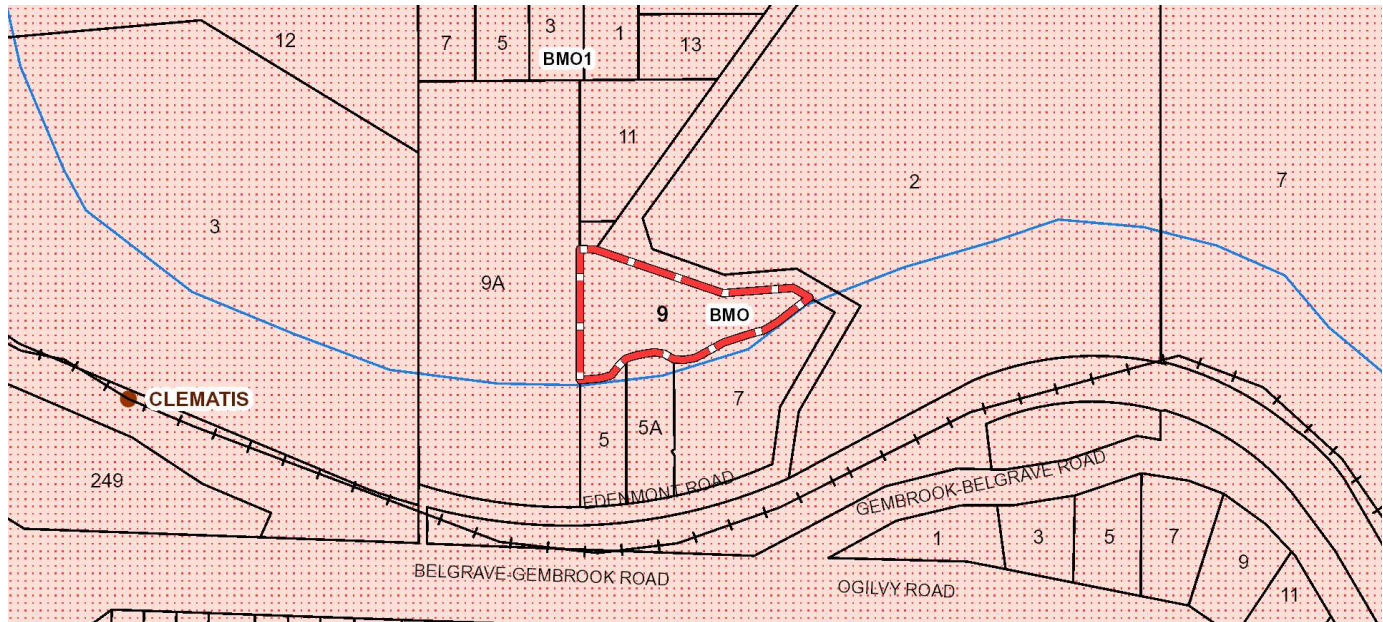


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

PLANNING PROPERTY REPORT

Planning Overlays

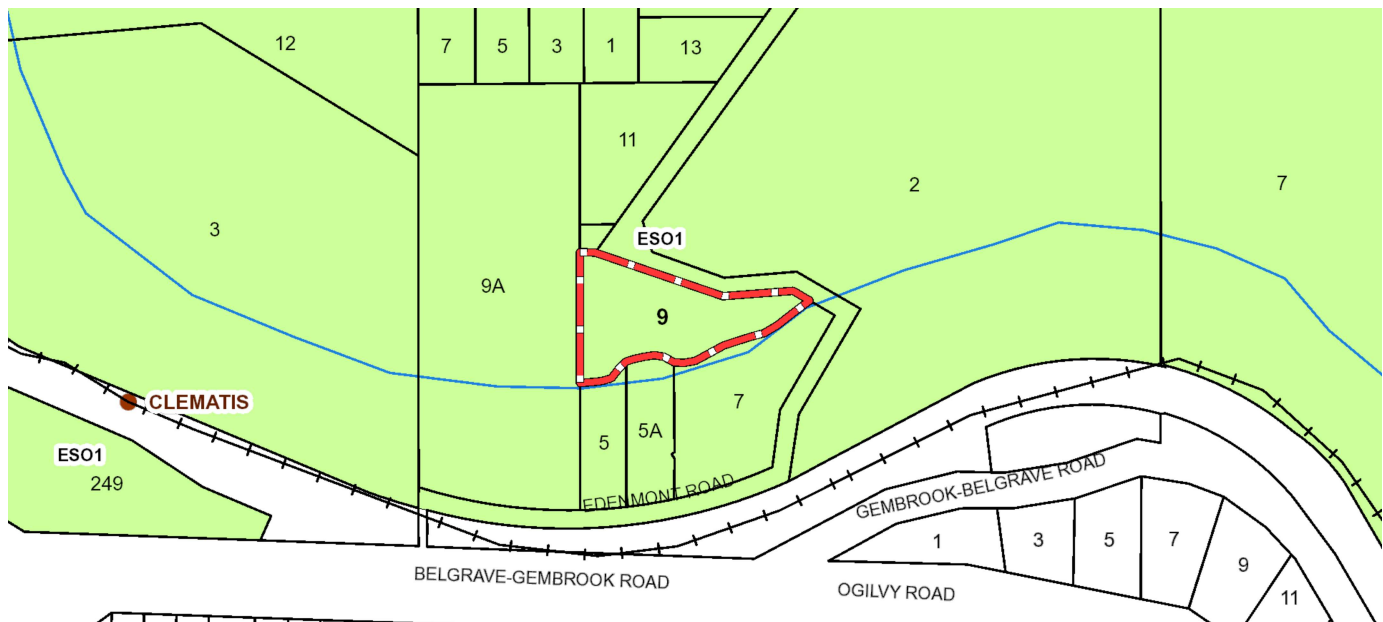
BUSHFIRE MANAGEMENT OVERLAY (BMO)



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

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1 (ESO1)

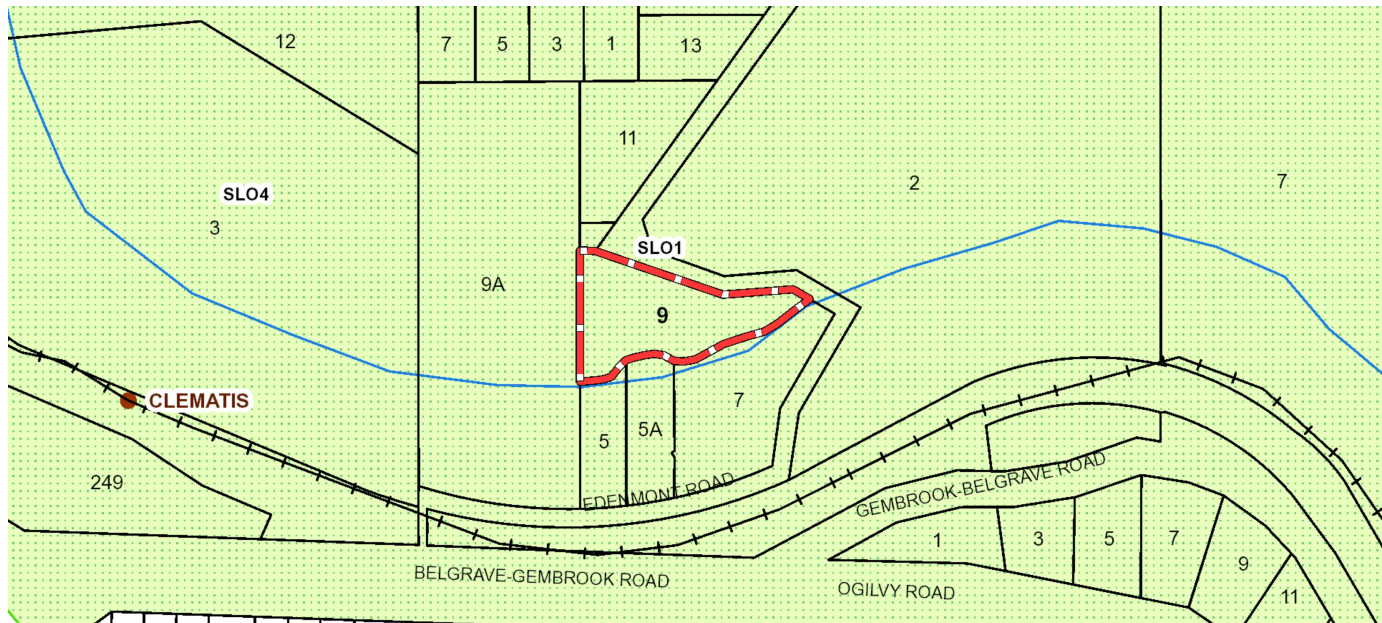


Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

Planning Overlays

[SIGNIFICANT LANDSCAPE OVERLAY \(SLO\)](#)

[SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 1 \(SLO1\)](#)



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

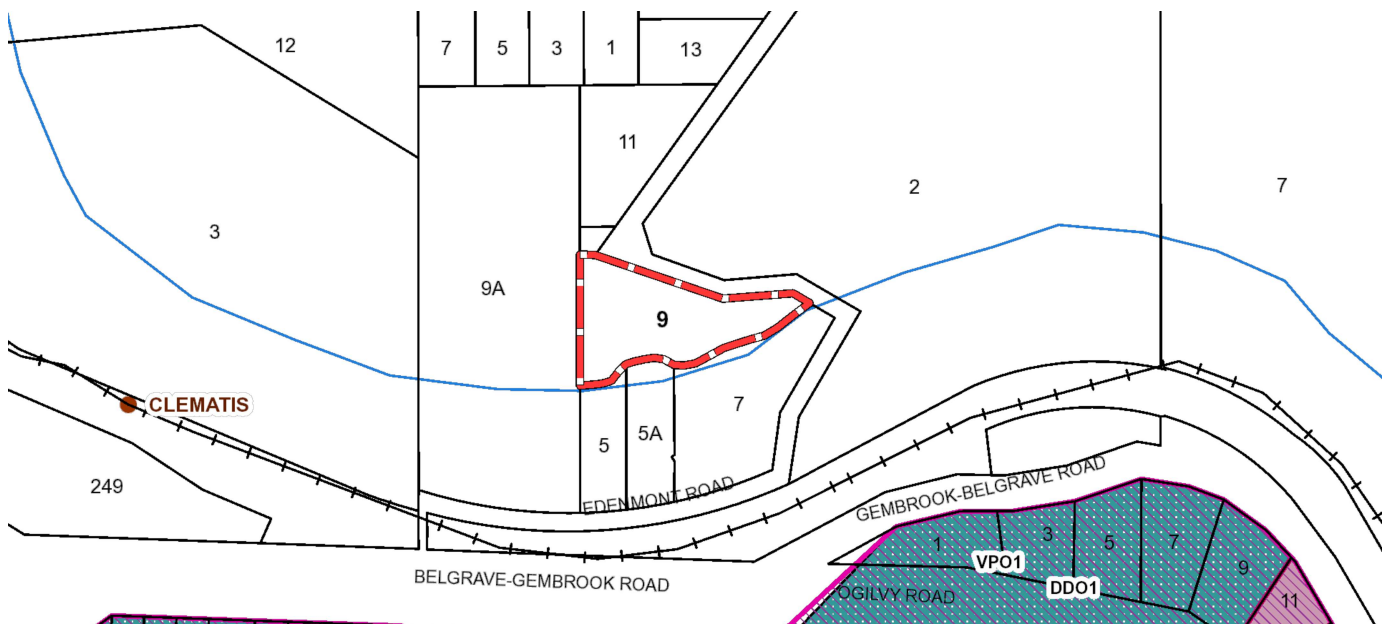
OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)

[HERITAGE OVERLAY \(HO\)](#)

[VEGETATION PROTECTION OVERLAY \(VPO\)](#)



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

Further Planning Information

Planning scheme data last updated on 2 May 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 abut 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

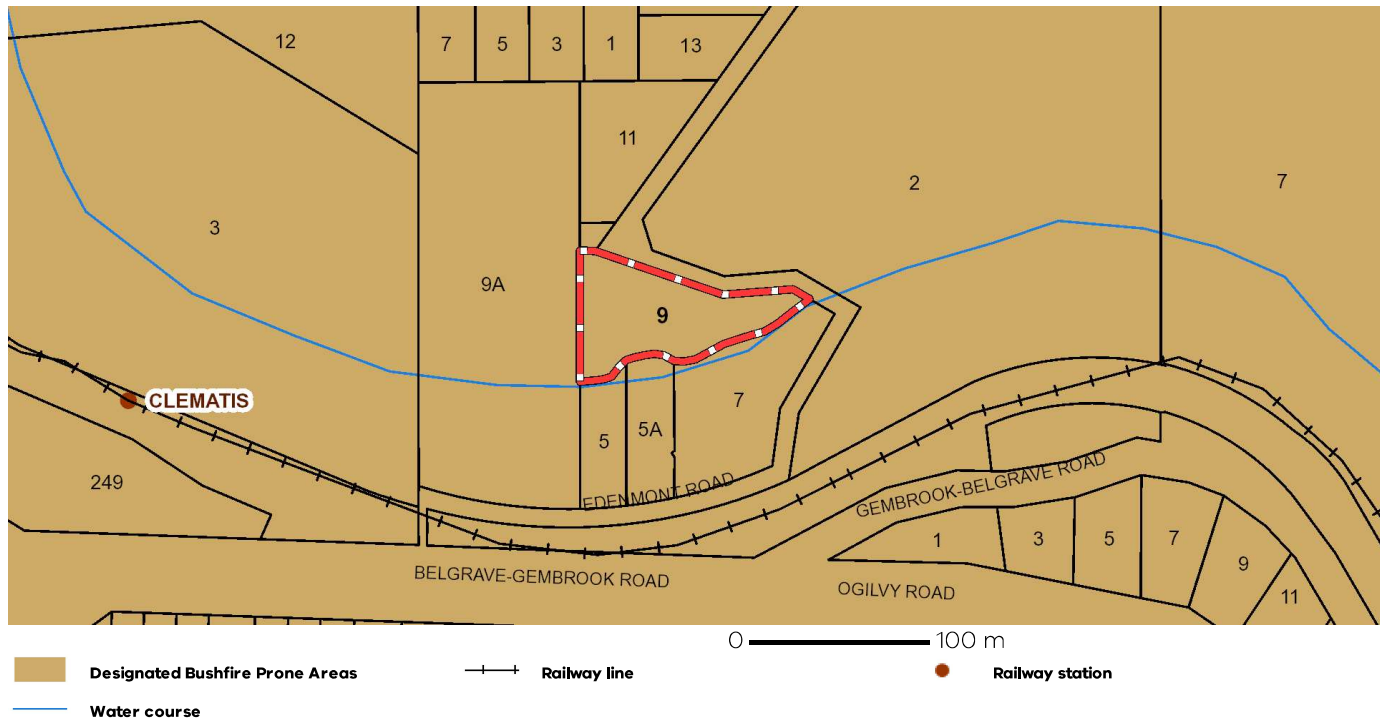
<https://mapshare.maps.vic.gov.au/vicplan>

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

Designated Bushfire Prone Areas

This property is in a designated bushfire prone area.

Special bushfire construction requirements apply. Planning provisions may apply.



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

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

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

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

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

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

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

Native Vegetation

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

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

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

PROPERTY REPORT



Environment,
Land, Water
and Planning

From www.planning.vic.gov.au at 06 May 2022 03:08 PM

PROPERTY DETAILS

Address: **9 EDENMONT ROAD EMERALD 3782**

Lot and Plan Number: **This property has 2 parcels. See table below**

Standard Parcel Identifier (SPI): **See table below**

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

Council Property Number: **2254700400**

Directory Reference: **Melway 127 B3**

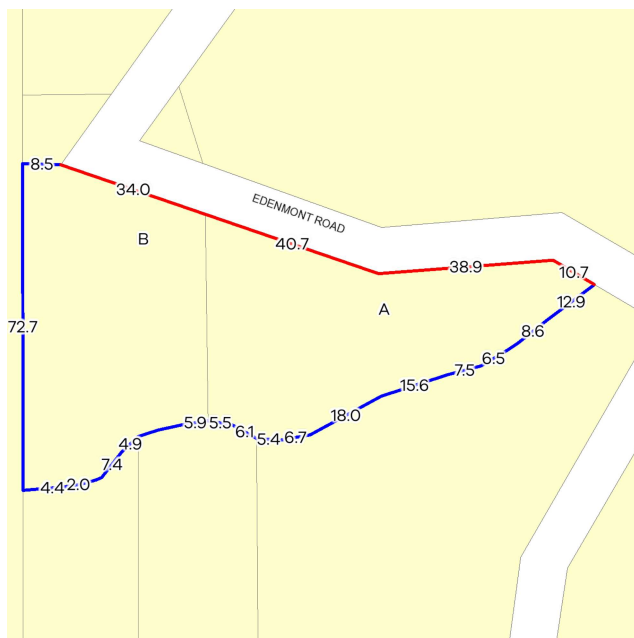
www.cardinia.vic.gov.au

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

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

SITE DIMENSIONS

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



Area: 4940 sq. m

Perimeter: 348 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.

8 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

The letter in the first column identifies the parcel in the diagram above

	Lot/Plan or Crown Description	SPI
A	Lot 5 LP6404	5\LP6404
B	Lot 6 LP6404	6\LP6404

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **Yarra Valley Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**

Legislative Assembly: **GEMBROOK**

PROPERTY REPORT



Environment,
Land, Water
and Planning

PLANNING INFORMATION

Planning Zone: [GREEN WEDGE A ZONE \(GWAZ\)](#)
[GREEN WEDGE A ZONE - SCHEDULE 2 \(GWAZ2\)](#)

Planning Overlay: [BUSHFIRE MANAGEMENT OVERLAY \(BMO\)](#)
[ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\)](#)
[ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1 \(ESO1\)](#)
[SIGNIFICANT LANDSCAPE OVERLAY \(SLO\)](#)
[SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 1 \(SLO1\)](#)

Planning scheme data last updated on 2 May 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>

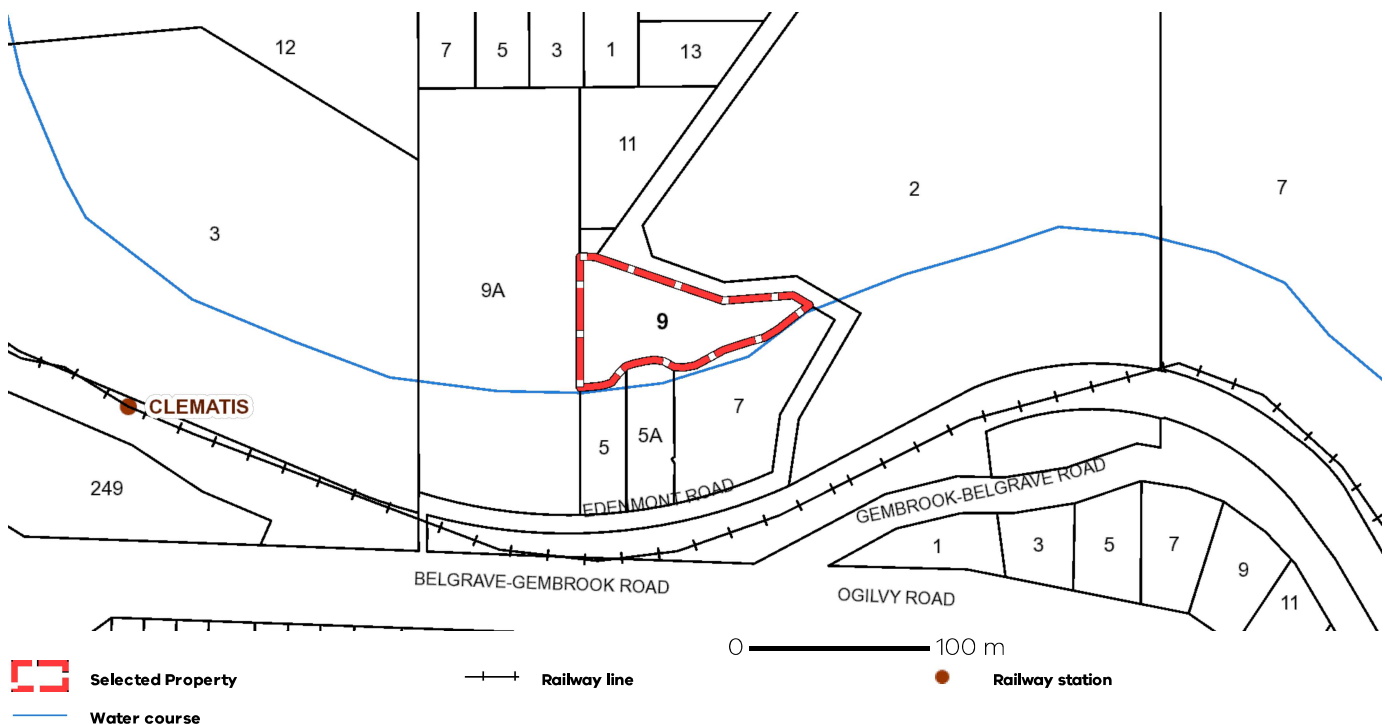
This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates 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>

Area Map



3946735

1821099

No. C 157



STATE ELECTRICITY COMMISSION OF VICTORIA
VICTORIA

CREATION OF EASEMENT

I, RUBY ISABEL WAMSLEY of CLEMATIS ---- SPINSTER ----- (hereinafter referred to as "the owner") being registered or entitled to be registered as the proprietor of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder in consideration of the sum of ONE SHILLING ~~pounds~~ paid to me by the STATE ELECTRICITY COMMISSION OF VICTORIA (hereinafter called "the Commission") DO HEREBY TRANSFER AND GRANT unto the Commission and its successors and transferees the registered proprietor or proprietors for the time being of ALL THAT piece of land being ~~part~~ the whole of Crown Allotment 38A Section A Parish of Narracan County of Buln Buln and being the whole of the land comprised in Crown Grant Certificate of

Title entered in the Register Book of the Office of Titles Volume 5097 Folio 1019351 ALL THAT the full and free right and liberty to and for it and them and its and their contractors servants agents and workmen to enter in and upon ALL THAT piece of land delineated and colored red on the plan drawn in the margin hereof being part of Lot 6 on Plan of Subdivision No. 6404 lodged in the Office of Titles and being part of Crown Allotment 28 Section A Parish of Narree Worran County of

Evelyn ----- (which land is hereinafter referred to as the "servient tenement") and to erect over and on the servient tenement a wire stay from any pole erected at or near the point marked 'A' on the said plan and to repair maintain replace or renew the said wire stay and to affix and to keep affixed any and every such wire stay by means of a bedlog or bedlogs firmly embedded into and supported by the servient tenement AND ALSO to carry out such digging cutting and excavating as may be reasonably necessary in the erection or maintenance renewal or replacement of the said wire stay and bedlog AND ALSO from time to time to enter upon the servient

tenement to inspect and maintain and if necessary to repair remove replace or re-erect the wire stay and bedlog PROVIDED THAT nothing herein shall be deemed in any way to restrict limit or detract from any right power or authority of the Commission or its assigns under the State Electricity Commission Acts or any other Acts which now or hereafter may confer any rights duties powers or authorities on the Commission or its assigns.

DATED the *Twentieth* day of *June* One thousand nine hundred and forty-one.

SIGNED SEALED AND DELIVERED by the said
RUBY ISABEL WAMSLEY
in the State of Victoria in the presence of

Ruby Wamsley

THE COMMON SEAL OF THE STATE ELECTRICITY
COMMISSION OF VICTORIA was hereto affixed
by authority of the Commission in the presence of

Chairman
Secretary

ENCUMBRANCES ABOVE REFERRED TO

NIL.

IMAGED

DATED the _____ day of _____ 19____

No. G.157

MRS. R. I. WANSLEY.
to the

STATE ELECTRICITY COMMISSION
OF VICTORIA

Creation of Easement
(GUY)

MEMORIAL OF INSTRUMENT

NATURE OF INSTRUMENT	TIME OF ITS PRODUCTION FOR REGISTRATION	TO WHOM GIVEN	NUMBER OR SYMBOL
Creation of Easement.	T-5 26 th DAY OF June 1941	TO. STATE ELECTRICITY COMMISSION OF VICTORIA	1821099.
<p>I CERTIFY THAT A MEMORIAL OF THE WITHIN INSTRUMENT WAS ENTERED AT THE TIME LAST MENTIONED IN THE REGISTER BOOK VOL. A747 VOL. 949208</p> <p><i>[Signature]</i> ASSISTANT REGISTRAR OF TITLES</p> <p><i>[Signature]</i> ASSISTANT REGISTRAR OF TITLES</p>			

**LAND INFORMATION CERTIFICATE
SECTION 121 LOCAL GOVERNMENT ACT 2020
LOCAL GOVERNMENT (LAND INFORMATION)
REGULATIONS 2021**



Goldfields Legal Pty c/InfoTrack c/Landata
DX 250639
Melbourne

CERTIFICATE NO: 70175
APPLICANT REFERENCE: 64169061-022-5
DATE: 6/05/2022

This certificate PROVIDES information regarding valuations, rates, charges, other moneys 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 or by law of the Council.

This certificate IS NOT REQUIRED to include information regarding planning, building, health, land fill, land slip, other 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.

ASSESSMENT NO:	2254700400	VALUATIONS	
PROPERTY LOCATION:	9 Edenmont Rd	SITE VALUE:	435000
	Emerald 3782	CAPITAL IMPROVED VALUE:	485000
TITLE DETAILS:	L5 LP6404 V7664 F033; L6 LP6404 V6890 F868	NET ANNUAL VALUE:	24250
		LEVEL OF VALUE DATE:	01/01/21
		OPERATIVE DATE:	01/07/21

PROPERTY RATES & CHARGES

Rates and charges for the financial year ending 30 June 2022

<u>RATES & CHARGES</u>	LEVIED	BALANCE
ARREARS BROUGHT FORWARD		\$0.00
RATES	\$1,311.44	\$0.00
INTEREST		\$0.00
MUNICIPAL CHARGE	\$0.00	\$0.00
FIRE SERVICES PROPERTY LEVY	\$142.62	\$0.00
PENSION REBATE	(\$297.00)	
GARBAGE	\$307.25	\$0.00
GREEN WASTE LEVY	\$0.00	\$0.00

SPECIAL RATES /SPECIAL CHARGES

SCHEME NAME	ESTIMATED AMOUNT	PRINCIPAL BALANCE	INTEREST BALANCE
		\$0.00	\$0.00
		TOTAL SCHEME BALANCE	\$0.00

OPEN SPACE CONTRIBUTION

TOTAL OUTSTANDING **\$0.00**



Bill code 858944
Reference 22547004006

**LAND INFORMATION CERTIFICATE
SECTION 121 LOCAL GOVERNMENT ACT 2020
LOCAL GOVERNMENT (LAND INFORMATION)
REGULATIONS 2021**

9 Edenmont Rd
Emerald
L5 LP6404 V7664 F033;
L6 LP6404 V6890 F868

NOTICES AND ORDERS

Other Notices or Orders on the land that have been served by Council under the Local Government Act 2020, the Local Government Act 1989, the Local Government Act 1958 or Local Law of the Council, which have a continuing application as at the date of this certificate if any

OPEN SPACE CONTRIBUTION

Any outstanding amount required to be paid for recreational purposes or 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:

FLOOD LEVEL

A flood level has not been designated under the Building Regulations 1994.
Advice on whether a flood level has been determined, which affects the property, should be sought from Melbourne Water.

POTENTIAL LIABILITIES

Notices and Orders issued as described above:

Other:

ADDITIONAL INFORMATION

In accordance with Section 175 of the Local Government Act a person who becomes the owner of rateable land must pay any rate or charge on the land which is due and payable at the time the person becomes the owner of the land.

I acknowledge having received the sum of \$27.40 being the fee for this certificate.

Delegated Officer:



**CONFIRMATION OF ANY VARIATION TO THIS CERTIFICATE WILL ONLY BE GIVEN FOR 90 DAYS AFTER
ISSUE DATE. PAYMENTS MADE BY CHEQUE ARE SUBJECT TO CLEARANCE FROM THE BANK.**

5th May 2022

Goldfields Legal Pty Ltd C/- InfoTrack C/- LANDATA
LANDATA

Dear Goldfields Legal Pty Ltd C/- InfoTrack C/- LANDATA,

RE: Application for Water Information Statement

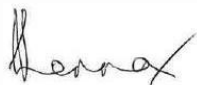
Property Address:	9 EDENMONT ROAD EMERALD 3782
Applicant	Goldfields Legal Pty Ltd C/- InfoTrack C/- LANDATA LANDATA
Information Statement	30691782
Conveyancing Account Number	7959580000
Your Reference	385126

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate
- Private Main/Trunk Service Agreement

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address enquiry@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Encumbrance

Property Address	9 EDENMONT ROAD EMERALD 3782
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

The water supply to this property is connected by means of a shared Private Water Main.

The water supply to this property is provided by a Private Main (Trunk Service) by agreement with Yarra Valley Water. Any maintenance, repair and replacement is the responsibility of the property owner/owners connected to the Private Main. Further information about the supply by agreement is available by contacting Yarra Valley Water on 1300 304 688.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

Melbourne Water Encumbrance

Property Address	9 EDENMONT ROAD EMERALD 3782
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STATEMENT UNDER SECTION 158 WATER ACT 1989

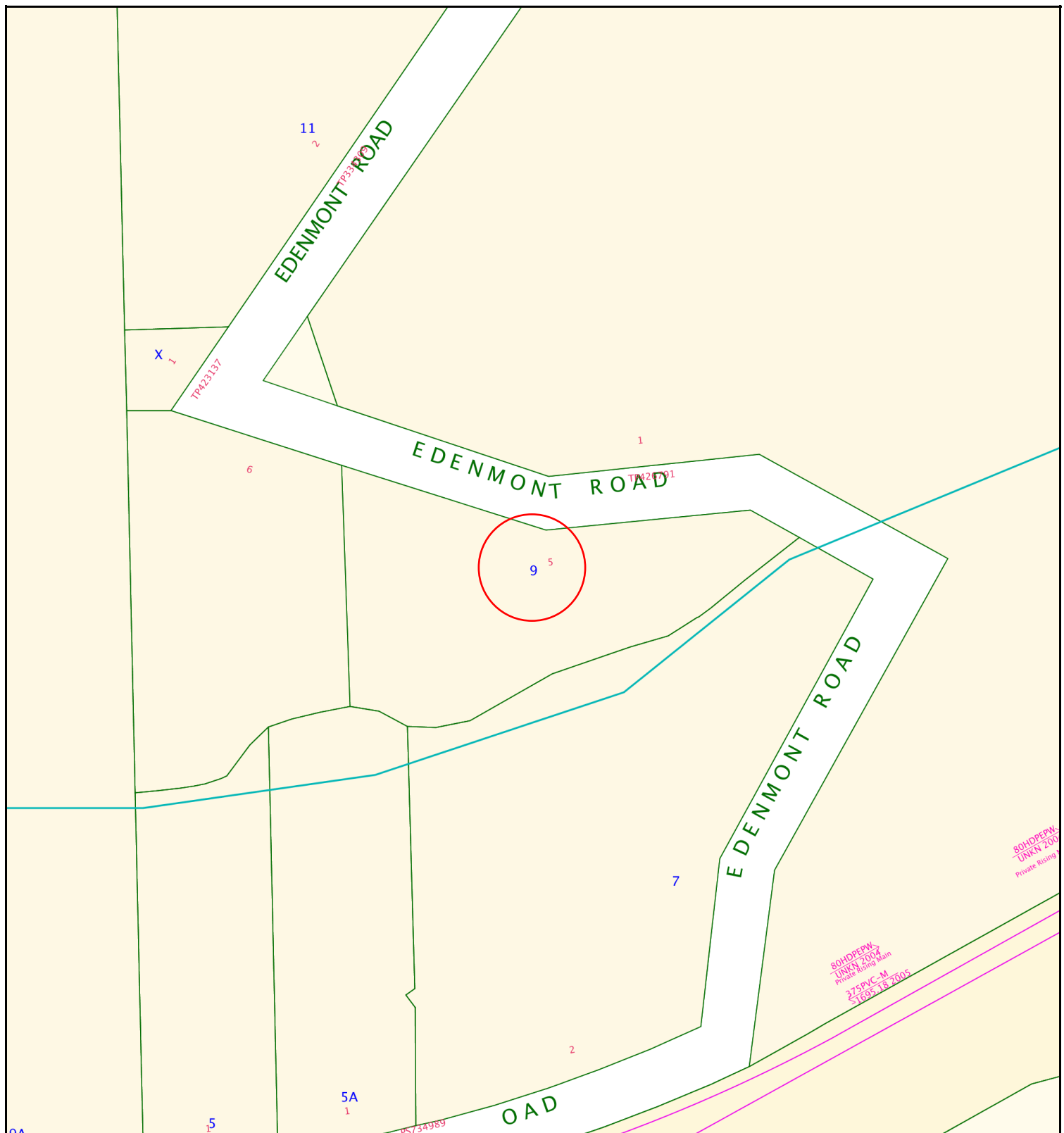
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

The applicable flood level for this property is RL 265.18 metres to Australian Height Datum (AHD). For further information contact Melbourne Water on 9679 7517.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.



**Yarra Valley Water
Information Statement
Number: 30691782**

Address	9 EDENMONT ROAD EMERALD 3782	
Date	05/05/2022	
Scale	1:1000	



ABN 93 066 902 501

Existing Title		Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title		Sewer Manhole		MW Drainage Underground Centreline	
Easement		Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer		Sewer Offset	<1.00>	MW Drainage Natural Waterway	
Abandoned Sewer		Sewer Branch			

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:
 - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;
 - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;
 - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;

Goldfields Legal Pty Ltd C/- InfoTrack C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 7430360000
Rate Certificate No: 30691782

Date of Issue: 05/05/2022
Your Ref: 385126

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
9 EDENMONT RD, EMERALD VIC 3782	6\LP6404	1383009	Residential

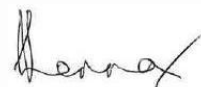
Agreement Type	Period	Charges	Outstanding
Residential Trunk Service Charge	01-04-2022 to 30-06-2022	\$19.49	\$19.49
Residential Water Usage Charge <i>Step 1 – 31.000000kL x \$2.47490000 = \$76.72</i> Estimated Average Daily Usage \$0.84	10-12-2021 to 11-03-2022	\$76.72	\$0.00
Parks Fee	01-07-2021 to 30-06-2022	\$80.20	\$0.00
Drainage Fee	01-04-2022 to 30-06-2022	\$14.45	\$14.45

Other Charges:

Interest	No interest applicable at this time
	No further charges applicable to this property
Balance Brought Forward	-\$76.29 cr
Total for This Property	-\$42.35 cr
Total Due	-\$42.35 cr

IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS

We have changed our BPAY biller code. Please refer to the payment options and update your bank details.



GENERAL MANAGER
RETAIL SERVICES

Note:

- Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
- This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection

activities - pursuant to section 275 of the Water Act 1989.

4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.

5. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

6. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.

7. From 01/07/2019, Residential Water Usage is billed using the following step pricing system: 266.20 cents per kilolitre for the first 44 kilolitres; 317.87 cents per kilolitre for 44-88 kilolitres and 472.77 cents per kilolitre for anything more than 88 kilolitres

8. From 01/07/2019, Residential Recycled Water Usage is billed 186.34 cents per kilolitre

9. From 01/07/2019, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre

10. From 01/07/2019, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre

11. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

To ensure you accurately adjust the settlement amount, we strongly recommend you book a Special Meter Reading:

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.

Property No: 1383009**Address:** 9 EDENMONT RD, EMERALD VIC 3782**Water Information Statement Number:** 30691782**HOW TO PAY**Biller Code: 314567
Ref: 74303600005**Mail a Cheque** with the Remittance Advice
below to:**Yarra Valley Water**
GPO Box 2860 Melbourne VIC 3001**Amount
Paid****Date
Paid****Receipt
Number****Please Note:** BPAY is available for individual property settlements.**PROPERTY SETTLEMENT REMITTANCE ADVICE****Property No:** 1383009**Address:** 9 EDENMONT RD, EMERALD VIC 3782**Water Information Statement Number:** 30691782**Cheque Amount:** \$

SAC 19947
21052803

**CONDITIONS OF OFFER AND AGREEMENT FOR SUPPLY OF WATER BY MEANS
OF A TEMPORARY TRUNK SERVICE**

FILE NUMBER: 589-264-0052 590/10/0145

PROPERTY: 9 Edenmont Road Clematis

1.0 CONDITIONS OF SUPPLY

1.1 A supply of water by means of a trunk service is available where no permanent reticulation water main is laid past the property. The service is deemed to be temporary and be liable to revocation by Yarra Valley Water.

1.2 A temporary trunk service (trunk service) belongs to the owner(s) of such trunk service. The owner may consent to additional branches or extensions from the trunk service to serve other properties subject to approval by Yarra Valley Water. Failure to adequately maintain the trunk service may result in the discontinuance of supply by Yarra Valley Water.

***NOTE:** It is the responsibility of the owner to make such private arrangements as may be necessary for the continued maintenance and renewal of the trunk service. Yarra Valley Water will not arbitrate in any dispute between parties to such private arrangements.*

1.3 The size of the trunk service and / or branch therefrom shall be as specified by Yarra Valley Water.

1.4 All pipework shall be of material conforming to the requirements of the National Plumbing and Drainage Code AS 3500 Part 1 Water Supply and shall be installed by a registered plumber or contractor.

Any proposed alteration or addition to the service pipe or pipes or fittings shall be subject to application and approval by Yarra Valley Water and shall be undertaken by a registered plumber or contractor at the expense of the owner.

1.5 Properties supplied with water from Reticulation mains by means of a trunk service shall be subject to Yarra Valley Water's normal rates and charges. Properties supplied by other means shall be charged water by measure for all water used.

1.6 If the property is supplied from Melbourne Water's Headwork's and transfer system upstream of the reservoirs, Yarra Valley Water cannot guarantee continuity of supply, the level of water pressure or the quality of the water.

1.7 When a permanent reticulation water main is laid past the property, the trunk service shall be disconnected and the properties supplied from such trunk service shall be connected to the permanent main at expense of the owners.

Fees paid 51,357.18
tapping 3.1.96
29.12.95

21052803

1.8 The applicant shall agree and undertake to advise any purchaser of the property of these trunk service conditions.

1.9 Under or pursuant to Sections 75A and 142A of the Melbourne and Metropolitan Board of Works Act 1958, Yarra Valley Water may construct works to supply water to, and sewer to serve the land and may recover the cost of the construction from the owner of the land together with an amount assessed to be a fair and reasonable contribution towards the cost of the water supply distribution systems and the outfall sewers and disposal systems of Melbourne Water. Permission to supply water by means of a trunk service shall not exclude the owner of the land so supplied from participation in a scheme implemented under Sections 75A and 142A of the above mentioned Act.

2.0 AGREEMENT OF OWNER

I / We have read and understand these terms and conditions and noted in particular the temporary nature of the supply (Clauses 1.1 and 1.6), the owners responsibility for maintenance (clause 1.2) and the owner's responsibility to bear the apportioned cost of a permanent reticulation water main and sewer to serve the land in the event of Yarra Valley Water Ltd. subsequently implementing a water supply scheme and a sewerage scheme under powers contained in sections 75a and 142a of Melbourne and metropolitan board of works act 1958 (clause 1.9).

I / We agree to these conditions and undertake to transfer such title interest or liability as I/We possess in the trunk service to any purchaser of the property supplied by the service and to include this undertaking as a condition of any contract for the sale of the property so supplied.

Signature of Owner(s) : Gleen Alamoft

Date : 29 / Dec / 95

NOTE: This agreement, signed by the property owner(s) is to be lodged at the nearest Yarra Valley Water Ltd. Office together with the requisite plumbers notice and fees. The duplicate should be retained by the owner as his copy of the agreement.

**YARRA VALLEY WATER LIMITED
(ACN 066 902 501)**

TEMPORARY TRUNK SERVICE AGREEMENT

REFERENCE NO:(Office Use Only)

Yarra Valley Water agrees to supply water to each property owner specified in schedule 1 of this agreement for the purposes of each property specified in schedule 1 on a temporary basis on the terms and conditions in this agreement. This agreement supersedes any previous temporary trunk service agreements relating to this property.

1 OBLIGATIONS OF PROPERTY OWNER

Connection of Temporary Trunk Service

- 1.1 The property owner may only proceed with works to connect a property subject to this agreement to the water main by a temporary trunk service if the property owner has complied with the requirements in Yarra Valley Water's letter of approval in relation to that property and has been informed by Yarra Valley Water that work may proceed.
- 1.2 The property owner may only connect a temporary trunk service to Yarra Valley Water's works if all requirements in Yarra Valley Water's letter of approval are complied with.

Responsibility for Maintenance

- 1.3 Where only one property is connected to the temporary trunk service, the property owner is responsible for the maintenance, repair and replacement of the temporary trunk service, and any works that are required to connect the property to the temporary trunk service.
- 1.4 Subject to clause 1.5, where more than one property is connected to a temporary trunk service, each property owner is responsible for the maintenance, repair and replacement of any works in connection with a temporary trunk service that are required for delivery of water to the property of that property owner.
- 1.5 If any part of the works in connection with a temporary trunk service is required for the delivery of water to more than one property, the owners of those properties are jointly and severally responsible for the maintenance, repair and replacement of that part of the works.
- 1.6 Each property owner must comply with all directions issued under section 68 of the **Water Industry Act 1994** by Yarra Valley Water from time to time including carrying out any works, repairs or maintenance to the temporary trunk service deemed necessary by Yarra Valley Water.

- 1.7 The temporary trunk service must not be altered or extended (including for the purposes of a subdivision of land) unless Yarra Valley Water's approval has been obtained.

Pipework and Plumbing

- 1.8 Each property owner must ensure that all pipework and plumbing relating to the temporary trunk service is carried out in accordance with Yarra Valley Water's letter of approval and A.S. 3500 Part 1, **Victoria Water Supply and Sewerage Plumbing Regulations 1994**, **Water Industry Regulations 1995**.

Supply to Others Prohibited

- 1.9 Each property owner must ensure that no property other than a property the subject of this agreement is connected to or receives water from the temporary trunk service except in accordance with clause 8.

2 WATER USAGE

- 2.1 All water supplied by means of the trunk service to a property must be measured by a meter.
- 2.2 Yarra Valley Water will measure the quantity of water supplied to the property (water usage)
- (a) by means of a meter at the point of tapping to the water main (master meter); and
 - (b) by means of a meter to measure all water supply to each property (property meter).
- 2.3 Subject to the **Water Industry Regulations 1995**, where water is supplied by means of a temporary trunk service to one property, water usage to the property is the greater of the water usage recorded by the master meter and the water usage recorded by the property meter.
- 2.4 Subject to the **Water Industry Regulations 1995**, where water is supplied by means of a temporary trunk service to more than one property, the water usage for each property is:
- (a) the water usage recorded by the property meter for that property plus; plus
 - (b) an equal share of any water usage recorded by the master meter that exceeds the aggregate water usage recorded on each property meter.
- 2.5 Yarra Valley Water is responsible for maintaining the ferrule, the master meter and each property meter in accordance with the **Water Industry Regulations 1995**.

3 FEES AND CHARGES

The property owner must pay Yarra Valley Water the water usage charges and any other applicable fees and charges from time to time applying under Yarra Valley Water's pricing policy for the supply of water to a property by the temporary trunk service as determined in accordance with Yarra Valley Water's water and sewerage licence and the **Water Industry Act 1994**.

4 WATER INDUSTRY ACT 1994 AND WATER INDUSTRY REGULATIONS 1995

- 4.1 The Water Industry Act 1994 and Water Industry Regulations 1995 apply to this agreement to the extent they are applicable to a temporary trunk service.
- 4.2 Any reference to legislation or subordinate legislation in this agreement is a reference to that legislation or subordinate legislation as amended from time to time or, if replaced, to equivalent provisions in that legislation or subordinate legislation as replaced.

5 STANDARD OF WATER

- 5.1 Failure to maintain adequately the temporary trunk service or any works connecting the temporary trunk service to a property may affect the quantity, quality or pressure of water supplied to the property by the temporary trunk service.
- 5.2 To the maximum extent permitted by law, Yarra Valley Water does not guarantee or give any warranty or assurance with respect to the quantity, quality or pressure of water caused by a failure to maintain adequately the temporary trunk service or any pipes connecting the temporary trunk service to a property.

6 TERMINATION/DISCONNECTION

- 6.1 Yarra Valley Water may terminate this agreement or disconnect the temporary trunk service or both on not less than one month's notice in writing to the property owner for any reason whatsoever including, without limitation:
- (a) if Yarra Valley Water or any other authority or body which supplies water decides to abandon or relocate a water main that is required for the purposes of the supply of water by the temporary trunk service;
 - (b) if the temporary trunk service adversely affects the operation of Yarra Valley Water's water supply system or the water main which supplies water to the temporary trunk service no longer has the capacity to support the temporary trunk service; or
 - (c) subject to clause 6.3, if the property owner(s) fail to comply with a notice under section 68 of the Water Industry Act within the time specified in that notice.
- 6.2 Yarra Valley Water is under no obligation to provide the property owner with an alternative water supply if the temporary trunk service is disconnected under clause 6.1
- 6.3 Yarra Valley Water may reduce or restrict the quantity of water supplied to any property owner in any of the circumstances in section 85 of the Water Industry Act 1994 or if that property owner fails to comply with any of that property owner's obligations under this agreement.
- 6.4 Any moneys owing to Yarra Valley Water or to any other party under this agreement remain payable notwithstanding the termination of this agreement.
- 6.5 All property owners may jointly terminate this agreement subject to the agreement of Yarra Valley Water. A property owner may terminate this agreement, insofar as it applies to that property owner, subject to the agreement of all parties. In that circumstance, the agreement continues to bind all other parties to this agreement.

7 CHANGE IN OWNERSHIP

Proposed change in ownership

- 7.1 A property owner proposing to dispose of all or part of a property which is serviced by a temporary trunk service must inform any persons who may acquire the property of the existence of the temporary trunk service and the terms and conditions of this agreement.
- 7.2 If the disposal referred to in clause 7.1 is by way of sale, the vendor's statement under section 32 of the **Sale of Land Act 1962** must expressly inform potential purchasers of the property that:
- (a) the temporary trunk service is a temporary means of water supply to the property and may be terminated by Yarra Valley Water on not less than one month's notice in writing; and
 - (b) unless any subsequent property owner enters into this agreement with Yarra Valley Water and any other owners of properties connected to that temporary trunk service by executing a deed in the form of schedule 2, Yarra Valley Water may discontinue the supply of water to the property.

Obligations of property owner on disposal of property

- 7.3 If a property owner disposes of all or part of a property which is serviced by a temporary trunk service, the property owner must give notice of the disposal to Yarra Valley Water in accordance with section 176A of the **Water Industry Act 1994** within 14 days after the disposal. Failure to comply with this obligation may give rise to a penalty under section 176A of the **Water Industry Act 1994**.

Effect of disposal on this agreement

- 7.4 Subject to clauses 7.5 and 7.6, this agreement continues to be binding on a property owner in respect of a property connected to the temporary trunk service until a notice of disposal under clause 7.3 is given or a subsequent owner of the property executes a deed in the form of schedule 2, whichever occurs first.
- 7.5 Subject to clause 7.6, when Yarra Valley Water becomes aware of the disposal of all or part of a property which is serviced by a temporary trunk service, it may disconnect that property from the temporary trunk service until a subsequent owner executes a deed under schedule 2. Unless terminated earlier, this agreement terminates from the date of disconnection against the property owner who previously owned that property.
- 7.6 If a disposal of property relates only to that part of a property which does not receive services from the temporary trunk service, this agreement remains in force in relation to the remaining part of the property that is not disposed of.

8 MULTIPLE CONNECTIONS

- 8.1 Yarra Valley Water may permit a person who is the owner of a property that is not connected to the temporary trunk service to extend the temporary trunk service and/or connect to the temporary trunk service, subject to that person:

- (a) obtaining a letter of approval from Yarra Valley Water and complying with the terms and conditions of that letter to the satisfaction of Yarra Valley Water;
 - (b) executing a deed in the form of schedule 3; and
 - (c) satisfying Yarra Valley Water that the person has complied with the reasonable terms and conditions of property owners who are parties to this agreement.
- 8.2 The property owners who are parties to this agreement must use all reasonable endeavours to reach agreement with each other in relation to the terms and conditions referred to in clause 8.1(c).
- 8.3 The terms and conditions referred to in clause 8.1(c) must be reasonable taking into account the investment of each property owner in relation to the temporary trunk service and the use that that property owner has had from the temporary trunk service.
- 8.4 If the property owners who are parties to this agreement are unable to reach agreement in relation to the terms and conditions referred to in clause 8.1(c) within a period of [two] months of being asked to do so by the person wishing to connect to the temporary trunk service, Yarra Valley Water may determine the terms and conditions that must be complied with for the purposes of clause 8.1(c). In making a determination under this clause, Yarra Valley Water must consult with the property owner wishing to be connected to the temporary trunk service and each property owner who is a party to this agreement and must take into account the matters in clause 8.3. The property owners who are parties to this agreement must pay Yarra Valley Water's reasonable administrative costs in connection with making a determination under this clause. These costs are to be divided equally between them.

9 EFFECT OF EXECUTING DEED OF ASSUMPTION

- 9.1 If a person executes a deed in accordance with clauses 7 or 8:
 - (a) the terms and conditions of this agreement bind that person and this agreement is deemed to be an agreement between that person, Yarra Valley Water and each other property owner who is a party to this agreement at the date the deed is executed; and
 - (b) subject to clause 7.4, no existing or future obligation under this agreement is discharged.
- 9.2 On executing a deed in accordance with this agreement, all references to "property owner" in this agreement include a reference to a person executing the deed and all references to a "property" in this agreement include the property specified in the deed.
- 9.3 Schedule 1 may be updated by Yarra Valley Water from time to time to reflect any changes required to that schedule because of the provisions of clauses 7 and 8 of this agreement. Yarra Valley Water will circulate an updated schedule to all parties to this agreement.

10 AGREEMENT BETWEEN PROPERTY OWNERS

- 10.1 If more than one property owner is a party to this agreement, they each must co-operate with each other to ensure:
- (a) that the temporary trunk service is properly maintained in a good and proper state of repair in accordance with the provisions of this agreement; and
 - (b) the efficient functioning of the temporary trunk service.
- 10.2 Unless otherwise agreed between the property owners who are parties to this agreement and subject to clause 10.3, the cost of:
- (a) maintenance, repair or replacement of a temporary trunk service or the pipes connecting that temporary trunk service to a property or any works in connection with that temporary trunk service under clauses 1.3 to 1.5;
 - (b) complying with a direction by Yarra Valley Water under section 68 of the Water Industry Act 1994; and
 - (c) the additional water usage under clause 2.4(b),
- must be borne by property owners in accordance with their responsibilities under this agreement.
- 10.3 Unless otherwise agreed between the property owners who are parties to this agreement, if it may reasonably be demonstrated that the costs referred to in clause 10.2 have been incurred because of the act or omission of one of those property owners, that property owner must pay or reimburse the other property owners for those costs. If the act or omission of more than one property owner is involved, those property owners must share equally the cost of paying or reimbursing the other property owners.
- 10.4 If any property owner makes a payment in connection with the maintenance, repair or replacement of the temporary trunk service, that property owner may recover the amount of that payment for which another property owner is responsible under clause 10.2.

11 DISPUTES

- 11.1 Subject to clause 8.4, Yarra Valley Water will not arbitrate in disputes between property owners.

12 INDEMNITY AND RELEASE

- 12.1 To the extent permitted by law, each property owner jointly and severally indemnifies Yarra Valley Water against, and releases Yarra Valley Water from, all costs, expenses (including legal costs and expenses), liability, loss or damage incurred or suffered, directly or indirectly, by Yarra Valley Water or any other person, in connection with the temporary trunk service and the supply of water by the temporary trunk service including, without limitation:
- (a) the construction, installation, connection, disconnection, presence, maintenance and operation of the temporary trunk service;

- (b) the supply or failure to supply water or water of a certain quality, quantity or pressure from the temporary trunk service; or
- (c) any failure to comply with the terms of this agreement.

- 12.2 Each indemnity in this agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this agreement.
- 12.3 It is not necessary for Yarra Valley Water to incur expense or make payment before enforcing a right of indemnity conferred by this agreement.

13 PERMANENT WATER RETICULATION MAIN

- 13.1 Yarra Valley Water may, at its discretion, at any time construct a permanent water reticulation main to service a property to which this agreement applies. Yarra Valley Water may require the property owner to meet or contribute to the cost of constructing a permanent water reticulation main to service the property in accordance with the provisions of the **Water Industry Act 1994**.
- 13.2 Where a permanent water reticulation main is constructed by Yarra Valley Water to service a property, Yarra Valley Water may, at its cost:
- (a) disconnect the temporary trunk service from that property; and
 - (b) connect the property to the permanent water reticulation main, unless the property owner has sought and received approval for the property not to be declared a serviced property under section 64 of the **Water Industry Act 1994**.
- 13.3 Where a permanent water reticulation main constructed by Yarra Valley Water does not service all properties under this agreement, this agreement continues in force between Yarra Valley Water and the owners of any properties that continue to be serviced by the temporary trunk service.

14 MISCELLANEOUS

Disclosure of Agreement

- 14.1 Yarra Valley Water may at its absolute discretion disclose the terms and conditions of this agreement to any person.

No assignment

- 14.2 A property owner may not assign any rights under this agreement without the consent of Yarra Valley Water and each other party to this agreement.

Waiver and Variation

14.3 A provision of or a right created under this agreement may not be:

- (a) waived except in writing signed by the party granting the waiver; or
- (b) varied except in writing signed by the parties.

EXECUTED as an agreement.

SCHEDULE 1**PARTIES TO THIS AGREEMENT**

Name & Address of Owner	Property	Reference Number [(Office Use Only)]	Signature(s)	Date

Signed for and on behalf of Yarra Valley Water Limited

.....Manager - Sales & Service Assistance

Date:

SCHEDULE 2

[CHANGE OF OWNERSHIP]

THIS DEED OF ASSUMPTION is made on(date)

BY:(name)

of(address) ("the
Property Owner")

RECITALS

- A. Yarra Valley Water Limited ("Yarra Valley Water") holds a water and sewerage licence issued under Division 1 of Part 2 of the **Water Industry Act 1994**.
- B. By the Temporary Trunk Service Agreement that is annexure A to this deed, Yarra Valley Water has agreed to supply water by means of a temporary trunk service to the other parties to the Temporary Trunk Service Agreement.
- C. Under clause 7 of the Temporary Trunk Service Agreement, a person who acquires a property from a party to the Temporary Trunk Service Agreement and who requires the use of the temporary trunk service may become a party to the Temporary Trunk Service Agreement by executing this deed.
- D. The property owner is the registered proprietor of the property at
.....more
particularly described in certificate of title volume [] folio [] ("Property").
- E. The Property Owner requires the use of the temporary trunk service for the supply of water to the Property by Yarra Valley Water and wishes to become a party to the Temporary Trunk Service Agreement in the manner contemplated thereby.

OPERATIVE PROVISION

1. The Property Owner agrees to become a party to the Temporary Trunk Service Agreement for the purposes of becoming bound by, and assuming liability under, the terms and conditions of the Temporary Trunk Service and undertakes to observe and perform each and all of the provisions of the Temporary Trunk Service Agreement on and from the date of this deed as if named as the property owner in the Temporary Trunk Service Agreement.

SIGNED,SEALED AND DELIVERED by(SIGNATURE)

WITNESS.....(Print Name)(SIGNATURE)

ADDRESS OF WITNESS.....

SCHEDULE 3

ADDING A PROPERTY TO AN EXISTING TEMPORARY TRUNK SERVICE

THIS DEED OF ASSUMPTION is made on [date]

BY: [name]

of ("the Property Owner")

RECITALS

- A. Yarra Valley Water Limited ("Yarra Valley Water") holds a water and sewerage licence issued under Division 1 of Part 2 of the Water Industry Act 1994.
- B. By the Temporary Trunk Service Agreement that is annexure A to this deed, Yarra Valley Water has agreed to supply water by means of a temporary trunk service to the other parties to the Temporary Trunk Service Agreement.
- C. Under clause 8 of the Temporary Trunk Service Agreement, a person who requires the use of the temporary trunk service may become a party to the Temporary Trunk Service Agreement if that person complies, to the satisfaction of Yarra Valley Water, with any approval letter from Yarra Valley Water and the reasonable terms and conditions of the property owners who are parties to the agreement or such terms and conditions as are determined by Yarra Valley Water under clause 8.4. Attachment B is an acknowledgement by Yarra Valley Water that it is satisfied that all terms and conditions under clause 8 have been complied with.
- D. The property owner is the registered proprietor of the property at
..... more
particularly described in certificate of title volume [] folio [] ("Property").
- E. The Property Owner requires the use of the temporary trunk service for the supply of water to the Property by Yarra Valley Water and wishes to become a party to the Temporary Trunk Service Agreement in the manner contemplated thereby.

OPERATIVE PROVISION

1. The Property Owner agrees to become a party to the Temporary Trunk Service Agreement for the purposes of becoming bound by, and assuming liability under, the terms and conditions of the Temporary Trunk Service and undertakes to observe and perform each and all of the provisions of the Temporary Trunk Service Agreement on and from the date of this deed as if named as the property owner in the Temporary Trunk Service Agreement.

SIGNED, SEALED AND DELIVERED by (SIGNATURE)

WITNESS (Print Name) (SIGNATURE)

ADDRESS OF WITNESS

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YARRA VALLEY WATER LIMITED
 (ACN 066 902 501)

TEMPORARY TRUNK SERVICE AGREEMENT

REFERENCE NO: **590/001/0145** (Office Use Only)

Yarra Valley Water agrees to supply water to each property owner specified in schedule 1 of this agreement for the purposes of each property specified in schedule 1 on a temporary basis on the terms and conditions in this agreement. This agreement supersedes any previous temporary trunk service agreements relating to this property.

1 OBLIGATIONS OF PROPERTY OWNER

Connection of Temporary Trunk Service

- 1.1 The property owner may only proceed with works to connect a property subject to this agreement to the water main by a temporary trunk service if the property owner has complied with the requirements in Yarra Valley Water's letter of approval in relation to that property and has been informed by Yarra Valley Water that work may proceed.
- 1.2 The property owner may only connect a temporary trunk service to Yarra Valley Water's works if all requirements in Yarra Valley Water's letter of approval are complied with.

Responsibility for Maintenance

- 1.3 Where only one property is connected to the temporary trunk service, the property owner is responsible for the maintenance, repair and replacement of the temporary trunk service, and any works that are required to connect the property to the temporary trunk service.
- 1.4 Subject to clause 1.5, where more than one property is connected to a temporary trunk service, each property owner is responsible for the maintenance, repair and replacement of any works in connection with a temporary trunk service that are required for delivery of water to the property of that property owner.
- 1.5 If any part of the works in connection with a temporary trunk service is required for the delivery of water to more than one property, the owners of those properties are jointly and severally responsible for the maintenance, repair and replacement of that part of the works.
- 1.6 Each property owner must comply with all directions issued under section 68 of the Water Industry Act 1994 by Yarra Valley Water from time to time including carrying out any works, repairs or maintenance to the temporary trunk service deemed necessary by Yarra Valley Water.

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- 1.7 The temporary trunk service must not be altered or extended (including for the purposes of a subdivision of land) unless Yarra Valley Water's approval has been obtained.

Pipework and Plumbing

- 1.8 Each property owner must ensure that all pipework and plumbing relating to the temporary trunk service is carried out in accordance with Yarra Valley Water's letter of approval and A.S. 3500 Part 1, Victoria Water Supply and Sewerage Plumbing Regulations 1994, Water Industry Regulations 1995.

Supply to Others Prohibited

- 1.9 Each property owner must ensure that no property other than a property the subject of this agreement is connected to or receives water from the temporary trunk service except in accordance with clause 8.

2 WATER USAGE

- 2.1 All water supplied by means of the trunk service to a property must be measured by a meter.
- 2.2 Yarra Valley Water will measure the quantity of water supplied to the property (water usage)
- (a) by means of a meter at the point of tapping to the water main (master meter); and
 - (b) by means of a meter to measure all water supply to each property (property meter).
- 2.3 Subject to the Water Industry Regulations 1995, where water is supplied by means of a temporary trunk service to one property, water usage to the property is the greater of the water usage recorded by the master meter and the water usage recorded by the property meter.
- 2.4 Subject to the Water Industry Regulations 1995, where water is supplied by means of a temporary trunk service to more than one property, the water usage for each property is:
- (a) the water usage recorded by the property meter for that property plus; plus
 - (b) an equal share of any water usage recorded by the master meter that exceeds the aggregate water usage recorded on each property meter.
- 2.5 Yarra Valley Water is responsible for maintaining the ferrule, the master meter and each property meter in accordance with the Water Industry Regulations 1995.

3 FEES AND CHARGES

The property owner must pay Yarra Valley Water the water usage charges and any other applicable fees and charges from time to time applying under Yarra Valley Water's pricing policy for the supply of water to a property by the temporary trunk service as determined in accordance with Yarra Valley Water's water and sewerage licence and the Water Industry Act 1994.

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4 WATER INDUSTRY ACT 1994 AND WATER INDUSTRY REGULATIONS 1995

- 4.1 The Water Industry Act 1994 and Water Industry Regulations 1995 apply to this agreement to the extent they are applicable to a temporary trunk service.
- 4.2 Any reference to legislation or subordinate legislation in this agreement is a reference to that legislation or subordinate legislation as amended from time to time or, if replaced, to equivalent provisions in that legislation or subordinate legislation as replaced.

5 STANDARD OF WATER

- 5.1 Failure to maintain adequately the temporary trunk service or any works connecting the temporary trunk service to a property may affect the quantity, quality or pressure of water supplied to the property by the temporary trunk service.
- 5.2 To the maximum extent permitted by law, Yarra Valley Water does not guarantee or give any warranty or assurance with respect to the quantity, quality or pressure of water caused by a failure to maintain adequately the temporary trunk service or any pipes connecting the temporary trunk service to a property.

6 TERMINATION/DISCONNECTION

- 6.1 Yarra Valley Water may terminate this agreement or disconnect the temporary trunk service or both on not less than one month's notice in writing to the property owner for any reason whatsoever including, without limitation:
- (a) if Yarra Valley Water or any other authority or body which supplies water decides to abandon or relocate a water main that is required for the purposes of the supply of water by the temporary trunk service;
 - (b) if the temporary trunk service adversely affects the operation of Yarra Valley Water's water supply system or the water main which supplies water to the temporary trunk service no longer has the capacity to support the temporary trunk service; or
 - (c) subject to clause 6.3, if the property owner(s) fail to comply with a notice under section 68 of the Water Industry Act within the time specified in that notice.
- 6.2 Yarra Valley Water is under no obligation to provide the property owner with an alternative water supply if the temporary trunk service is disconnected under clause 6.1
- 6.3 Yarra Valley Water may reduce or restrict the quantity of water supplied to any property owner in any of the circumstances in section 85 of the Water Industry Act 1994 or if that property owner fails to comply with any of that property owner's obligations under this agreement.
- 6.4 Any moneys owing to Yarra Valley Water or to any other party under this agreement remain payable notwithstanding the termination of this agreement.
- 6.5 All property owners may jointly terminate this agreement subject to the agreement of Yarra Valley Water. A property owner may terminate this agreement, insofar as it applies to that property owner, subject to the agreement of all parties. In that circumstance, the agreement continues to bind all other parties to this agreement.

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7 CHANGE IN OWNERSHIP

Proposed change in ownership

- 7.1 A property owner proposing to dispose of all or part of a property which is serviced by a temporary trunk service must inform any persons who may acquire the property of the existence of the temporary trunk service and the terms and conditions of this agreement.
- 7.2 If the disposal referred to in clause 7.1 is by way of sale, the vendor's statement under section 32 of the Sale of Land Act 1962 must expressly inform potential purchasers of the property that:
 - (a) the temporary trunk service is a temporary means of water supply to the property and may be terminated by Yarra Valley Water on not less than one month's notice in writing; and
 - (b) unless any subsequent property owner enters into this agreement with Yarra Valley Water and any other owners of properties connected to that temporary trunk service by executing a deed in the form of schedule 2, Yarra Valley Water may discontinue the supply of water to the property.

Obligations of property owner on disposal of property

- 7.3 If a property owner disposes of all or part of a property which is serviced by a temporary trunk service, the property owner must give notice of the disposal to Yarra Valley Water in accordance with section 176A of the Water Industry Act 1994 within 14 days after the disposal. Failure to comply with this obligation may give rise to a penalty under section 176A of the Water Industry Act 1994.

Effect of disposal on this agreement

- 7.4 Subject to clauses 7.5 and 7.6, this agreement continues to be binding on a property owner in respect of a property connected to the temporary trunk service until a notice of disposal under clause 7.3 is given or a subsequent owner of the property executes a deed in the form of schedule 2, whichever occurs first.
- 7.5 Subject to clause 7.6, when Yarra Valley Water becomes aware of the disposal of all or part of a property which is serviced by a temporary trunk service, it may disconnect that property from the temporary trunk service until a subsequent owner executes a deed under schedule 2. Unless terminated earlier, this agreement terminates from the date of disconnection against the property owner who previously owned that property.
- 7.6 If a disposal of property relates only to that part of a property which does not receive services from the temporary trunk service, this agreement remains in force in relation to the remaining part of the property that is not disposed of.

8 MULTIPLE CONNECTIONS

- 8.1 Yarra Valley Water may permit a person who is the owner of a property that is not connected to the temporary trunk service to extend the temporary trunk service and/or connect to the temporary trunk service, subject to that person:

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- (a) obtaining a letter of approval from Yarra Valley Water and complying with the terms and conditions of that letter to the satisfaction of Yarra Valley Water;
 - (b) executing a deed in the form of schedule 3; and
 - (c) satisfying Yarra Valley Water that the person has complied with the reasonable terms and conditions of property owners who are parties to this agreement.
- 8.2 The property owners who are parties to this agreement must use all reasonable endeavours to reach agreement with each other in relation to the terms and conditions referred to in clause 8.1(c).
- 8.3 The terms and conditions referred to in clause 8.1(c) must be reasonable taking into account the investment of each property owner in relation to the temporary trunk service and the use that that property owner has had from the temporary trunk service.
- 8.4 If the property owners who are parties to this agreement are unable to reach agreement in relation to the terms and conditions referred to in clause 8.1(c) within a period of [two] months of being asked to do so by the person wishing to connect to the temporary trunk service, Yarra Valley Water may determine the terms and conditions that must be complied with for the purposes of clause 8.1(c). In making a determination under this clause, Yarra Valley Water must consult with the property owner wishing to be connected to the temporary trunk service and each property owner who is a party to this agreement and must take into account the matters in clause 8.3. The property owners who are parties to this agreement must pay Yarra Valley Water's reasonable administrative costs in connection with making a determination under this clause. These costs are to be divided equally between them.

9 EFFECT OF EXECUTING DEED OF ASSUMPTION

- 9.1 If a person executes a deed in accordance with clauses 7 or 8:
- (a) the terms and conditions of this agreement bind that person and this agreement is deemed to be an agreement between that person, Yarra Valley Water and each other property owner who is a party to this agreement at the date the deed is executed; and
 - (b) subject to clause 7.4, no existing or future obligation under this agreement is discharged.
- 9.2 On executing a deed in accordance with this agreement, all references to "property owner" in this agreement include a reference to a person executing the deed and all references to a "property" in this agreement include the property specified in the deed.
- 9.3 Schedule 1 may be updated by Yarra Valley Water from time to time to reflect any changes required to that schedule because of the provisions of clauses 7 and 8 of this agreement. Yarra Valley Water will circulate an updated schedule to all parties to this agreement.

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10 AGREEMENT BETWEEN PROPERTY OWNERS

10.1 If more than one property owner is a party to this agreement, they each must co-operate with each other to ensure:

(a) that the temporary trunk service is properly maintained in a good and proper state of repair in accordance with the provisions of this agreement; and

(b) the efficient functioning of the temporary trunk service.

10.2 Unless otherwise agreed between the property owners who are parties to this agreement and subject to clause 10.3, the cost of:

(a) maintenance, repair or replacement of a temporary trunk service or the pipes connecting that temporary trunk service to a property or any works in connection with that temporary trunk service under clauses 1.3 to 1.5;

(b) complying with a direction by Yarra Valley Water under section 68 of the Water Industry Act 1994; and

(c) the additional water usage under clause 2.4(b),

must be borne by property owners in accordance with their responsibilities under this agreement.

10.3 Unless otherwise agreed between the property owners who are parties to this agreement, if it may reasonably be demonstrated that the costs referred to in clause 10.2 have been incurred because of the act or omission of one of those property owners, that property owner must pay or reimburse the other property owners for those costs. If the act or omission of more than one property owner is involved, those property owners must share equally the cost of paying or reimbursing the other property owners.

10.4 If any property owner makes a payment in connection with the maintenance, repair or replacement of the temporary trunk service, that property owner may recover the amount of that payment for which another property owner is responsible under clause 10.2.

11 DISPUTES

11.1 Subject to clause 8.4, Yarra Valley Water will not arbitrate in disputes between property owners.

12 INDEMNITY AND RELEASE

12.1 To the extent permitted by law, each property owner jointly and severally indemnifies Yarra Valley Water against, and releases Yarra Valley Water from, all costs, expenses (including legal costs and expenses), liability, loss or damage incurred or suffered, directly or indirectly, by Yarra Valley Water or any other person, in connection with the temporary trunk service and the supply of water by the temporary trunk service including, without limitation:

(a) the construction, installation, connection, disconnection, presence, maintenance and operation of the temporary trunk service;

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(b) the supply or failure to supply water or water of a certain quality, quantity or pressure from the temporary trunk service; or

(c) any failure to comply with the terms of this agreement.

12.2 Each indemnity in this agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this agreement.

12.3 It is not necessary for Yarra Valley Water to incur expense or make payment before enforcing a right of indemnity conferred by this agreement.

13 PERMANENT WATER RETICULATION MAIN

13.1 Yarra Valley Water may, at its discretion, at any time construct a permanent water reticulation main to service a property to which this agreement applies. Yarra Valley Water may require the property owner to meet or contribute to the cost of constructing a permanent water reticulation main to service the property in accordance with the provisions of the Water Industry Act 1994.

13.2 Where a permanent water reticulation main is constructed by Yarra Valley Water to service a property, Yarra Valley Water may, at its cost:

(a) disconnect the temporary trunk service from that property; and

(b) connect the property to the permanent water reticulation main, unless the property owner has sought and received approval for the property not to be declared a serviced property under section 64 of the Water Industry Act 1994.

13.3 Where a permanent water reticulation main constructed by Yarra Valley Water does not service all properties under this agreement, this agreement continues in force between Yarra Valley Water and the owners of any properties that continue to be serviced by the temporary trunk service.

14 MISCELLANEOUS

Disclosure of Agreement

14.1 Yarra Valley Water may at its absolute discretion disclose the terms and conditions of this agreement to any person.

No assignment

14.2 A property owner may not assign any rights under this agreement without the consent of Yarra Valley Water and each other party to this agreement.

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Waiver and Variation

14.3: A provision of or a right created under this agreement may not be:

- (a) waived except in writing signed by the party granting the waiver; or
- (b) varied except in writing signed by the parties.

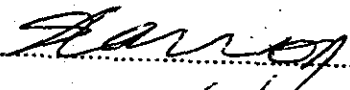
EXECUTED as an agreement.

SCHEDULE 1

PARTIES TO THIS AGREEMENT

Name & Address of Owner	Property	Reference Number [(Office Use Only)]	Signature(s)	Date

Signed for and on behalf of Yarra Valley Water Limited



 Manager - Sales & Service Assistance

 Date: 28/9/99

YARRA VALLEY WATER

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SCHEDULE 2

[CHANGE OF OWNERSHIP]

THIS DEED OF ASSUMPTION is made on(date)

BY: Rhonda L Markham(name)

of a Edenman + rd Clewatts(address) ("the Property Owner")

RECITALS

- A. Yarra Valley Water Limited ("Yarra Valley Water") holds a water and sewerage licence issued under Division 1 of Part 2 of the Water Industry Act 1994.
- B. By the Temporary Trunk Service Agreement that is annexure A to this deed, Yarra Valley Water has agreed to supply water by means of a temporary trunk service to the other parties to the Temporary Trunk Service Agreement.
- C. Under clause 7 of the Temporary Trunk Service Agreement, a person who acquires a property from a party to the Temporary Trunk Service Agreement and who requires the use of the temporary trunk service may become a party to the Temporary Trunk Service Agreement by executing this deed.
- D. The property owner is the registered proprietor of the property at
9A - a Edenman + rd Clewattsmore
particularly described in certificate of title volume [] folio [] ("Property").
- E. The Property Owner requires the use of the temporary trunk service for the supply of water to the Property by Yarra Valley Water and wishes to become a party to the Temporary Trunk Service Agreement in the manner contemplated thereby.

OPERATIVE PROVISION

1. The Property Owner agrees to become a party to the Temporary Trunk Service Agreement for the purposes of becoming bound by, and assuming liability under, the terms and conditions of the Temporary Trunk Service and undertakes to observe and perform each and all of the provisions of the Temporary Trunk Service Agreement on and from the date of this deed as if named as the property owner in the Temporary Trunk Service Agreement.

SIGNED, SEALED AND DELIVERED by RMLhe(SIGNATURE)

WITNESS(Print Name)(SIGNATURE)

ADDRESS OF WITNESS.....

YARRA VALLEY WATER

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SCHEDULE 3

ADDING A PROPERTY TO AN EXISTING TEMPORARY TRUNK SERVICE

THIS DEED OF ASSUMPTION is made on [date]

BY: Rhonda Markham [name]
of 9 Edenmont rd Clonsilla ("the Property Owner")

RECITALS

- A. Yarra Valley Water Limited ("Yarra Valley Water") holds a water and sewerage licence issued under Division 1 of Part 2 of the Water Industry Act 1994.
- B. By the Temporary Trunk Service Agreement that is annexure A to this deed, Yarra Valley Water has agreed to supply water by means of a temporary trunk service to the other parties to the Temporary Trunk Service Agreement.
- C. Under clause 8 of the Temporary Trunk Service Agreement, a person who requires the use of the temporary trunk service may become a party to the Temporary Trunk Service Agreement if that person complies, to the satisfaction of Yarra Valley Water, with any approval letter from Yarra Valley Water and the reasonable terms and conditions of the property owners who are parties to the agreement or such terms and conditions as are determined by Yarra Valley Water under clause 8.4. Attachment B is an acknowledgement by Yarra Valley Water that it is satisfied that all terms and conditions under clause 8 have been complied with.
- D. The property owner is the registered proprietor of the property at 9A - 9 Edenmont rd Clonsilla more particularly described in certificate of title volume [] folio [] ("Property").
- E. The Property Owner requires the use of the temporary trunk service for the supply of water to the Property by Yarra Valley Water and wishes to become a party to the Temporary Trunk Service Agreement in the manner contemplated thereby.

OPERATIVE PROVISION

1. The Property Owner agrees to become a party to the Temporary Trunk Service Agreement for the purposes of becoming bound by, and assuming liability under, the terms and conditions of the Temporary Trunk Service and undertakes to observe and perform each and all of the provisions of the Temporary Trunk Service Agreement on and from the date of this deed as if named as the property owner in the Temporary Trunk Service Agreement.

SIGNED, SEALED AND DELIVERED by Rhonda Markham (SIGNATURE)

WITNESS (Print Name) (SIGNATURE)

ADDRESS OF WITNESS

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.

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