

DATED

2025

**ALEXANDER FISHER WILSON AND VICTORIA EMILY WILSON**

to

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**SECTION 32 STATEMENT**

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**Property: 3 Jersey Street, Traralgon VIC**


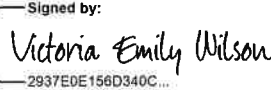
**Good Move Conveyancing**

PO Box 12  
TRARALGON VIC 3844  
Tel: 03 5174 6862  
Fax: 03 5174 4670  
Ref: AC:CM:25-11535

# 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	3 JERSEY STREET, TRARALGON VIC 3844	
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Vendor's name	Alexander Fisher Wilson	Date
Vendor's signature	<div>Signed by:  B45EAFFD192A4D7...</div>	5/2/2025
Vendor's name	Victoria Emily Wilson	Date
Vendor's signature	<div>Signed by:  2937E0E156D340C...</div>	10/2/2025

Purchaser's name	Date
Purchaser's signature	
Purchaser's name	Date
Purchaser's signature	

## 1. FINANCIAL MATTERS

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

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

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

\$0.00	To	
Other particulars (including dates and times of payments):		

### 1.3 Terms Contract

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

Not Applicable

### 1.4 Sale Subject to Mortgage

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

Not Applicable

### 1.5 Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No. 110
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

## 2. INSURANCE

### 2.1 Damage and Destruction

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

Not Applicable

### 2.2 Owner Builder

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

Not Applicable

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

☒ Is in the attached copies of title document/s

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

Not Applicable

### 3.2 Road Access

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

☐

### 3.3 Designated Bushfire Prone Area

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

☐

### 3.4 Planning Scheme

☒ Attached is a certificate with the required specified information.

## 4. NOTICES

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

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

Not Applicable

### 4.2 Agricultural Chemicals

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

NIL

### 4.3 Compulsory Acquisition

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

NIL

## 5. BUILDING PERMITS

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

Not Applicable

## 6. OWNERS CORPORATION

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

Not Applicable

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

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

Not Applicable

## 8. SERVICES

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

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

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

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

Not Applicable

### 10.2 Staged Subdivision

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

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

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

NIL

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

NIL

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

NIL

### 10.3 Further Plan of Subdivision

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

Not Applicable

## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 1000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable

## 12. DUE DILIGENCE CHECKLIST

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

Is attached

## 13. ATTACHMENTS

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

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

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

## Due diligence checklist

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

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

### Urban living

#### Moving to the inner city?

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

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

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

### Growth areas

#### Are you moving to a growth area?

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

### Flood and fire risk

#### Does this property experience flooding or bushfire?

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

### Rural properties

#### Moving to the country?

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

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

#### Can you build new dwellings?

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

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

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

### Soil and groundwater contamination

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

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

(04/10/2016)

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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

## Vendor GST Withholding Notice

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

To:

From: Alexander Fisher Wilson and Victoria Emily Wilson, 5 Crestmont Court, Traralgon VIC 3844

Property Address: 3 Jersey Street, Traralgon VIC 3844

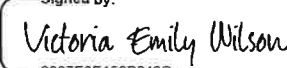
Lot: 307 Plan of subdivision: 716718J

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

Dated:  10th February 2025  
Signed by:  
B45EAFFD192A4D7...

Signed for an on behalf of the Vendor:

  
Signed by:  
B45EAFFD192A4D7...

  
Signed by:  
2937E0E156D340C...





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

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

Page 1 of 1

VOLUME 11525 FOLIO 655

Security no : 124121617845T  
Produced 30/01/2025 04:22 PM

### LAND DESCRIPTION

Lot 307 on Plan of Subdivision 716718J.  
PARENT TITLE Volume 11472 Folio 508  
Created by instrument PS716718J 14/10/2014

### REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
ALEXANDER FISHER WILSON  
VICTORIA EMILY WILSON both of 5 CRESTMONT COURT TRARALGON VIC 3844  
AL472820G 07/11/2014

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AS796244Y 10/12/2019  
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

COVENANT AL472820G 07/11/2014  
Expiry Date 31/12/2025

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AK834572S 10/01/2014

### DIAGRAM LOCATION

SEE PS716718J 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: 3 JERSEY STREET TRARALGON VIC 3844

### ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED  
Effective from 10/12/2019

DOCUMENT END



# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>PS716718J</b>
Number of Pages (excluding this cover sheet)	<b>4</b>
Document Assembled	<b>30/01/2025 16:22</b>

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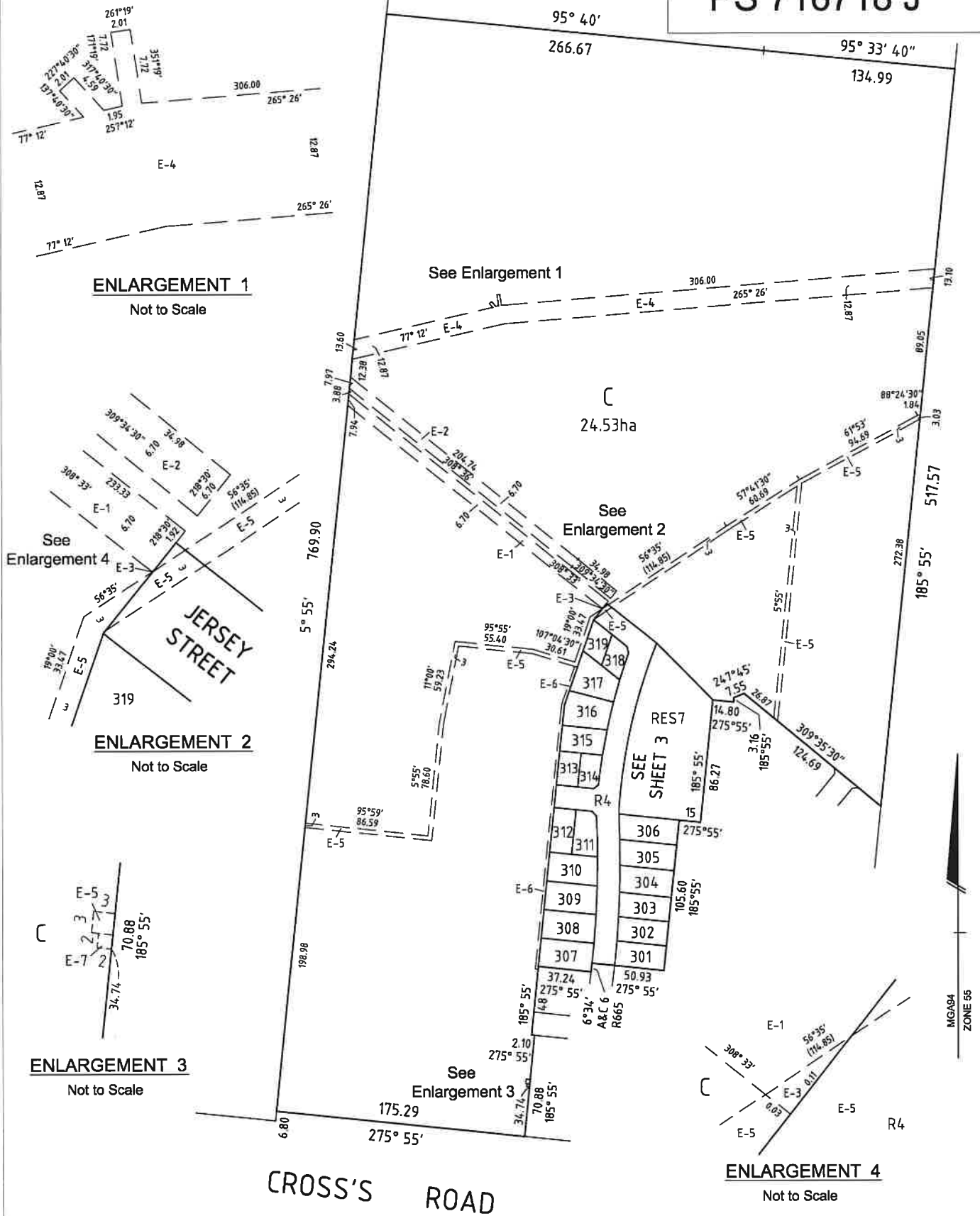
The document is invalid if this cover sheet is removed or altered.

DocuSign Envelope ID: 286D5E7B-9B2A-4911-AFFB-09B059A2E73A

Signed by Council: Latrobe City Council, Council Ref: 2012/237, 2013/35/Cert, Original Certification: 19/03/2014, S.O.C.: 25/09/2014

PLAN OF SUBDIVISION			LV USE ONLY EDITION 1_	PS 716718 J		
<p style="text-align: center; font-weight: bold;">LOCATION OF LAND</p> <p>PARISH : Traralgon</p> <p>TOWNSHIP : ---</p> <p>SECTION : ---</p> <p>PARTS OF CROWN ALLOTMENTS : 29, 33A, 34B &amp; 35A</p> <p>CROWN PORTION : ---</p> <p>TITLE REFERENCE : Vol. Fol.</p> <p>LAST PLAN REFERENCE : Lot B PS 712141 M</p> <p>POSTAL ADDRESS : Cross's Road, Traralgon 3844 (At time of subdivision)</p> <p><b>MGA94 Co-ordinates</b> (of approx centre of land in plan)</p> <div style="display: flex; justify-content: space-between;"> <span>E 456 650</span> <span>ZONE: 55</span> </div> <div style="display: flex; justify-content: space-between;"> <span>N 5 774 200</span> <span>GDA 94</span> </div>			<p style="text-align: center; font-weight: bold;">NOTATIONS</p> <p>This is a Spear Plan</p> <p>Lots 1 to 300 (both inclusive) have been omitted from this plan</p> <p>This survey has been connected to permanent marks no(s) 331 and 332 In Proclaimed Survey Area No. --</p> <p>STAGING This is not a staged subdivision. Planning Permit No. 2012/237</p> <p><u>Other Purpose of Plan</u></p> <p>1. Removal of part of the Easement shown as E-3 on PS 424148C, being a Water Supply Easement in favour of Traralgon Water Works Trust created by Transfer No. 647695.</p> <p>2. Removal of part of the Easement shown as E-4 on PS 424148C, being a Water Supply Easement in favour of Traralgon Water Works Trust created by Creation of Easement No. B429171.</p> <p>Grounds for Removal Latrobe City Council Planning Permit 2012/237.</p>			
VESTING OF ROADS AND/OR RESERVES						
IDENTIFIER	COUNCIL/BODY/PERSON					
R4  RES7	Latrobe City Council  Latrobe City Council					
NOTATIONS						
DEPTH LIMITATION: DOES NOT APPLY						
EASEMENT INFORMATION						
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)						
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of		
E-1 & E-3	Water Supply	See Plan	Transfer No. 647695	Traralgon Water Works Trust		
E-2	Water Supply	See Plan	C/E No. B429171	Traralgon Water Works Trust		
E-4	Transmission of Electricity	See Plan	C/E No. D544989	S.E.C.V.		
E-3 & E-5	Pipeline or Ancillary Purposes	See Plan	PS 708164 X	Central Gippsland Region Water Corporation		
E-6	Pipeline or Ancillary Purposes	See Plan	This Plan	Central Gippsland Region Water Corporation		
E-7	Drainage	See Plan	PS 708164 X	Latrobe City Council		
<p style="font-weight: bold; font-size: 1.1em;">NOBELIUS LAND SURVEYORS</p> <p>P.O. BOX 461 PAKENHAM 3810 Ph 03 5941 4112 Fax 03 5941 7359 rob@nobelius.com.au</p>			DIGITALLY SIGNED BY LICENSED SURVEYOR: B. S. NOBELIUS			
			<p>Sheet 1 of 3 Sheets</p> <p>ORIGINAL SHEET SIZE A3</p> <p>PLAN REGISTERED: TIME: 1:33 DATE: 14/10/2014 H.L. Assistant Registrar of Titles</p>			
					REF: 11084	
					VERSION D	

PS 716718 J



**ENLARGEMENT 1**

Not to Scale

**ENLARGEMENT 2**

Not to Scale

**ENLARGEMENT 3**

Not to Scale

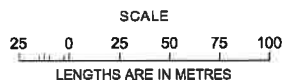
**ENLARGEMENT 4**

Not to Scale

**NOBELIUS LAND SURVEYORS**



P.O. BOX 461  
PAKENHAM 3810  
Ph 03 5941 4112  
Fax 03 5941 7359  
rob@nobelius.com.au



ORIGINAL  
SCALE  
1 : 2500

DIGITALLY SIGNED BY LICENSED SURVEYOR: B. S. NOBELIUS

REF: 11084

VERSION D

Sheet 2

ORIGINAL SHEET SIZE A3

PS 716718 J

SEE SHEET 2



P.O. BOX 461  
PAKENHAM 3810  
Ph 03 5941 4112  
Fax 03 5941 7359  
rob@nobelius.com.au



LENGTHS ARE IN METRES

**DIGITALLY SIGNED BY LICENSED SURVEYOR: B. S. NOBELIUS**

VERSION D

ORIGINAL SHEET SIZE A3



**Plan of Subdivision PS716718J**  
**Certification of plan by Council (Form 2)**

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S036129B  
Plan Number: PS716718J  
Responsible Authority Name: Latrobe City Council  
Responsible Authority Reference Number 1: 2012/237  
Responsible Authority Reference Number 2: 2013/35/Cert  
Surveyor's Plan Version: D

**Certification**

☒ This plan is certified under section 6 of the Subdivision Act 1988

**Public Open Space**

A requirement for public open space under section 18 of the Subdivision Act 1988

☐ Has been made and the requirement has not been satisfied at Certification

☒ Has been made and the requirement has been satisfied for: Stage 3 only at Statement of Compliance (Document updated 25/09/2014)

Digitally signed by Council Delegate: Jody Riordan  
Organisation: Latrobe City Council  
Date: 19/03/2014

Signed by: Jody Riordan (Latrobe City Council) 19/03/2014

Delivered by LANDATA®, timestamp 30/01/2025 16:24 Page 1 of 3

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# Transfer of Land Creating an Easement and/or Restrictive Covenant

Section 45 Transfer of Land Act 1958

**AL472820G**



Lodged by

Name:

G M Convey

Phone:

Address:

Reference:

Customer Code: 3800X

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed:-

- together with any easements created by this transfer;
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: (volume and folio)

Certificate of Title

Volume 11525 Folio 655

Estate and Interest: (e.g. "all my estate in fee simple")

All its estate in fee simple

Consideration:

\$153,000.00

Transferor: (full name)

BLAIR ATHOL LIVESTOCK PTY LTD (ACN 146 250 053)

Transferee: (full name and address including postcode)

ALEXANDER FISHER WILSON AND VICTORIA EMILY WILSON both of 5 Crestmont Court TRARALGON VIC 3844 as Joint Proprietors

Directing Party: (full name)

Creation and/or Reservation of Easement and/or Restrictive Covenant

The Transferee for himself, his respective heirs, his Executors, administrators and transferees the registered proprietor or proprietors for the time being of the land hereby transferred and every part thereof DO HEREBY COVENANT with the said Transferor and other registered proprietors for the time being of every Lot (other than the burdened land) on Plan of Subdivision PS716718J (other than the land hereby transferred) that he will not:-

1. Cause or permit to be erected on the Lot a building other than a single detached dwelling house:-

(a) constructed of new materials;

Approval No.

1241115A

**T2**

Page 1 of 3

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

Land Victoria, 570 Bourke Street, Melbourne, 3000. Phone 8636-2010

# Transfer of Land

## Creating an Easement and/or Restrictive Covenant

### Section 45 Transfer of Land Act 1958



- (b) The external walls of which are to be constructed of brick, painted or rendered Herbal or concrete, or painted or rendered blue board with a roof of tiles or colourbond;
- (c) With domestic outbuildings to be of new materials of a non reflective nature including the roof and not to exceed an area of 54 square metres. No exposed metal or unpainted cement sheet including roof is permitted.
- 2. Use or permit or allow to be built any temporary, relocatable building or structure on the Lot.
- 3. Use or permit to allow to be built any building to be used for anything other than residential purposes.
- 4. Not to erect or construct or permit to remain any fence upon the property unless such fence or fences meets the following requirements:-
  - (a) The side fence must be constructed of vertical lapped treated pine palings, not to exceed 1 metre in height over a 2.8 metre distance from the front boundary of the Lot, thereafter angular grading over a distance of 2.5 metres to a fixed 1.8 metres in height.
  - (b) The rear fence must be constructed of vertical lapped treated pine palings fixed at a height of 1.8 metres, unless already existing at the time of signing.
  - (c) Corner Lots and Lots abutting corner fenced Lots are to be constructed of new materials with the front fence being designated as opposite the front door of any dwelling constructed on the Lot.
  - (d) Lots that abut reserves must be constructed of vertical lapped treated pine paling fixed at a height of 1.8 metres.
- 5. To park or allow any vehicles to remain on the property which exceeds 3 tonnes in weight or has a double rear axle.

AND it is agreed that the benefit of the foregoing covenant shall be attached to and run at law and in equity with every Lot on the said Plan of Subdivision (other than the land hereby transferred) and the burden of this covenant shall be annexed to and run with the land hereby transferred and that the same shall be noted and appear on every future Certificate of Title to the land hereby transferred and every part thereof as an encumbrance affecting the same and every part thereof until 31 December 2025 when such burden shall for all intents and purposes cease and shall have no further effect in title equity or law.

AW  
VW

Approval No.  
1241115A

Duty Use Only

**T2**

Page 2 of 3

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

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010



# Annexure Page

Transfer of Land Act 1958

AL472820G

07/11/2014 \$512 45



This is page 3 of Approved Form T1 dated

Between BLAIR ATHOL LIVESTOCK  
PTY LTD (ACN 146 250 053) and  
ALEXANDER FISHER WILSON AND  
VICTORIA EMILY WILSON

Signature of the Parties

Dated:

Execution and attestation

Executed by Blair Athol Livestock Pty Ltd (ACN 146 250 053) in accordance with Section 127 of the Corporations Act 2001 by being signed by those persons who are authorised to sign for the company:

Director:

Full Name: Colin George Stockdale  
Usual Address: 80 Ashworth Drive  
Traralgon VIC 3844

Director:

Full Name: Wendy Stockdale  
Usual Address: 80 Ashworth Drive  
Traralgon VIC 3844

Signed by the Transferees in  
the presence of:

Witness

Independent Adult

x A. Wilson  
Alexander

Victoria Wilson  
Emily

Approval No.  
1241115A

A1

Page 3 of 3

1. If there is insufficient space to accommodate the required information in a panel of the attached form insert the words "See Annexure Page 2" (or as the case may be) and enter all the information on the Annexure Page under the appropriate panel heading.
2. The approved Annexure Pages must be properly identified and signed by the parties to the attached form to which it is annexed.
3. All pages must be attached together by being stapled in the top left corner

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010



# Imaged Document Cover Sheet

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Document Type	<b>Instrument</b>
Document Identification	<b>AK834572S</b>
Number of Pages (excluding this cover sheet)	<b>16</b>
Document Assembled	<b>30/01/2025 16:22</b>

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

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

Section 181 Planning and Environment Act 1987

Lodged by:

Name: McKenzie Allen  
Phone: 03 5625 4688  
Address: DX 38903 Drouin  
Reference: RC:16381  
Customer Code: 5102N

AK834572S

10/01/2014 \$113 173



maintaining publicly searchable registers and indexes.

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

Land: *(volume and folio)*

Volume 10458 Folio 236

Responsible Authority: *(full name and address including postcode)*

Latrobe City Council of 141 Commercial Road, Morwell VIC 3840

Section and Act under which agreement made:

Section 173 of the Planning and Environment Act 1987

A copy of the agreement is attached to this Application.

Date: 18/12/2013

Signature for Responsible Authority:

Name of Officer:

Yvonne Burton

*(full name)*

## **PLANNING AND ENVIRONMENT ACT 1987**

**AK834572S**

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## **SECTION 173 AGREEMENT**

Between

**LATROBE CITY COUNCIL**

and

**BLAIR ATHOL LIVESTOCK PTY LTD**

in relation to

**CROSS'S ROAD, TRARALGON**

McKenzie Allen Lawyers

28 Princes Way

DROUIN 3818

Phone: (03) 5625 4688

Fax: (03) 5625 4686

Ref: JVA:RC:16381

**THIS AGREEMENT** is made the 16<sup>th</sup> day of December 2013

**BETWEEN**

1. **LATROBE CITY COUNCIL** of 141 Commercial Road, Morwell (hereinafter called "the Responsible Authority") and
2. **BLAIR ATHOL LIVESTOCK PTY LTD** of 388 Raymond Street, Sale (hereinafter called "the Owner"):

**WHEREAS:**

- A. The Owner is the owner and registered by the Registrar of Titles as the proprietor of an estate in fee simple in the land at Cross's Road, Traralgon, being the land more particularly described in Certificate of Title Volume 10458 Folio 236 (hereinafter called "the Land").
- B. The Responsible Authority is responsible for the administration and enforcement of the Latrobe Planning Scheme (hereinafter called "the Planning Scheme") pursuant to the provisions of the Planning and Environment Act 1987 (hereinafter called "the Act")
- C. On 14 February 2013, the Responsible Authority issued Planning Permit 2012/237 authorising the staged multi-lot subdivision, removal of easements and removal of native vegetation (hereinafter called "the Planning Permit").
- D. The Responsible Authority and the Owner have agreed that, without restricting or limiting their respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is an agreement entered into pursuant to Section 173 of the Act.

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## IT IS AGREED AS FOLLOWS:

### Definitions

1. In this Agreement unless inconsistent with the context or subject matter:
  - 1.1. "Act" means the Planning and Environment Act 1987;
  - 1.2. "Agreement" means this Agreement and any agreement executed by the parties varying or expressed to be supplemental to this Agreement;
  - 1.3. "Land" means the land situate at Cross's Road, Traralgon more particularly described in Certificate of Title Volume 10458 Folio 236;
  - 1.4. "Owner" means the owner for the time being of the Land and the person or persons entitled from time to time to be registered by the Registrar of Titles as the proprietor of an estate in fee simple in the Land or any part thereof, and includes a Mortgagee in possession;
  - 1.5. "Planning Permit" means Latrobe City Council Planning Permit 2012/237 referred to in Recital C including any plans endorsed under the approved Planning Permit and any subsequent amendments to this permit;
  - 1.6. "Planning Scheme" means the Latrobe Planning Scheme and any successor instrument or other planning scheme which applies to the Land;
  - 1.7. "Responsible Authority" means the Latrobe City Council or its successor as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, officers, employees, servants, workers and contractors; and,
  - 1.8. "Tribunal" means the Victorian Civil and Administrative Tribunal or any successor tribunal, court, institution or body.



## **Interpretation**

2. In this Agreement unless inconsistent with the context or subject matter:

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

## **Specific Obligations of the Owner**

3. The Owner covenants with the Responsible Authority that:

- 3.1 Development of residential lots adjoining the western boundary of the drainage reserve south of the local park must be in accordance with the design guidelines (required under Condition 8 of the Planning Permit) and annexed as appendix 'A' to this Agreement approved by the Responsible Authority.

This restriction must be placed on any new title being issued for lots adjoining the western boundary of the drainage reserve south of the local park.

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- 3.2 Boundary fencing adjoining public open or drainage reserves must be no higher than 1.2m high or constructed in material with at least 75% permeability to the satisfaction of the Responsible Authority.

This restriction must be placed on any new title being issued for lots adjoining public open spaces or drainage reserves.

#### **Further Obligations of the Owner**



4. The Owner further covenants that:
- 4.1. The Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of it without first disclosing to its successors the existence and nature of this Agreement.
- 4.2. The Owner will do all that is necessary to enable the Responsible Authority to make an application to the Registrar of Titles to make a recording of this Agreement on the Certificate of Title to the Land in accordance with Section 181 of the Act, including the signing of any further agreement, acknowledgment or other document.
- 4.3. The Owner shall immediately on demand pay the Responsible Authority's reasonable legal costs and fees incurred and incidental to the preparation and execution of this Agreement and the registration hereof pursuant to Sections 181 of the Act, together with all costs of enforcing this Agreement if deemed necessary by the Responsible Authority. The Owner hereby agrees that any such costs are and remain a charge on the Land until paid, and consents to the Responsible Authority registering a caveat on the Certificate of Title to the Land in respect of any such costs and acknowledges that any such costs shall be capable of being recovered by the Responsible Authority in any court of competent jurisdiction as a civil debt recoverable.
- 4.4. That until such time as this Agreement is registered on the title to the Land, the Owner shall ensure that successors in title will give



effect to this Agreement, and do all acts and sign all documents which will require those successors to give effect to this Agreement, including executing a deed agreeing to be bound by the terms of this Agreement.

- 4.5. The Owner agrees to indemnify and keep both the Responsible Authority indemnified from and against all costs, expenses, losses or damages that it may sustain, incur, suffer or be or become liable for or in respect of any suit, action, proceeding, judgment or claim brought by any person arising from or referable to this Agreement and/or any non-compliance with this Agreement.
- 4.6. The Owner agrees to allow the Responsible Authority to enter the Land at any reasonable time to assess compliance with this Agreement.

#### **Owner's Warranties and Acknowledgements**

5. The Owner warrants that:
  - 5.1. It is the registered proprietor (or entitled to be so) of the Land;
  - 5.2. There are no mortgages, liens, charges or other encumbrances affecting the Land which are not disclosed by the usual searches;
  - 5.3. If the Land is affected by a mortgage, the Mortgagee of the Land consents to the Owner entering into this Agreement and the Agreement being registered on the title to the Land.
6. The Owner acknowledges that any obligations imposed on the Owner under this Agreement take effect as separate and several covenants which are annexed to the Land and run at law and in equity with the Land and every part thereof and bind the Owner, its successors, assigns and transferees, and the registered proprietor for the time being of the whole or any part of the Land.

**AK834572S**



### **Further assurance**

7. The parties to this Agreement must do or cause to be done all things that are reasonably necessary to give effect to this Agreement.

### **Default**

8. If the Owner defaults or fails to perform any of its obligations under this Agreement the Responsible Authority may, without prejudice to any other remedies, rectify and remedy such default and the cost of doing so shall be borne by the Owner. The Owner hereby consents to the Responsible Authority registering a caveat on the Certificate of Title to the Land in respect of any such costs, and acknowledges that any such costs shall be capable of being recovered by the Responsible Authority in any court of competent jurisdiction as a civil debt recoverable.

### **No waiver**

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

### **No Fettering of Powers of Responsible Authority**

10. The Owner expressly acknowledges and agrees that nothing in this Agreement nor the performance by the Owner of any of its obligations under this Agreement does or will restrain, limit or otherwise fetter the exercise by the Responsible Authority of the powers, duties and discretions that they have or may have (as planning authority, responsible authority or otherwise) under the Act or under the Planning Scheme to consider, approve, amend or to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification relating to any use or development, or in relation



to the commencement or initiation of any enforcement action or proceeding whatsoever.

### **Entire Agreement**

11. This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous Agreements or understandings between the parties in connection with its subject matter.

### **Severability**

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

### **Disputes**

13. If there is a dispute between the parties concerning the interpretation or implementation of this Agreement, that dispute must be referred to the Tribunal for resolution to the extent permitted by the Act.
14. If there is a dispute concerning any matter which is not referable to the Tribunal under the Act, that dispute must be referred for arbitration by an Arbitrator agreed upon in writing by the parties, or, in the absence of such agreement the Chair of the Victorian Chapter of the Institute of Arbitrators Australia or his or her nominee, for arbitration.
15. The parties shall each be entitled to legal representation for the purposes of any proceedings or arbitration referred to clause 14 or 15 of this Agreement unless the Tribunal or arbitrator otherwise directs, and each party must bear its own costs.

**AK834572S**

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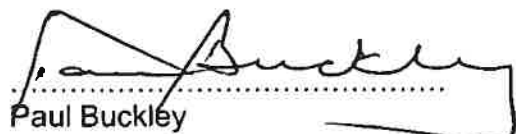


## Commencement of Agreement

16. Unless otherwise provided in this Agreement, this Agreement shall commence on the date of this Agreement.

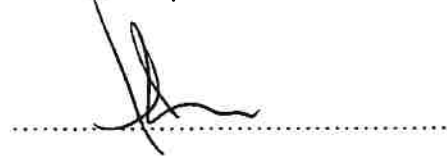
**EXECUTED by the parties on the date set out at the commencement of this Agreement:**

The common seal of Latrobe City Council )  
was affixed in accordance with Local Law )  
No. 1 this day of 2013 in )  
the presence of:

  
Paul Buckley  
Chief Executive Officer



**SIGNED, SEALED and DELIVERED** by )  
BLAIR ATHOL LIVESTOCK PTY LTD )  
ACN 146 250 053 in accordance with )  
section 127 of the Corporations Act )  
2001 in the presence of:



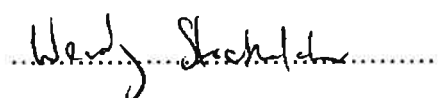
Director Signature



Director/Secretary Signature



Print Name



Print Name

**AK834572S**



**PLANNING & ENVIRONMENT ACT 1987  
LATROBE CITY COUNCIL**

**Amended Plan Approved**

Under Planning Permit No. 2012/237

Condition No. 8

Sheet 1 of 6 sheet(s)

Date: 19/6/2013

  
Council Delegate

**240 Cross' Road, Traralgon**

Design Guidelines prepared in accordance with Condition 8 of  
Planning Permit 2012/237

**6 June 2013**

**AK834572S**

10/01/2014

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**Amended Plan Approved**

## Introduction

These design guidelines are prepared in accordance with Condition No. 6 of Planning Permit 2012/237.

Sheet 2 of 6

The design guidelines apply to the eight residential lots adjoining the drainage reserve as shown below. The guidelines set out seven design and siting requirements that will ensure a high standard of development that responds appropriately to the drainage reserve corridor.

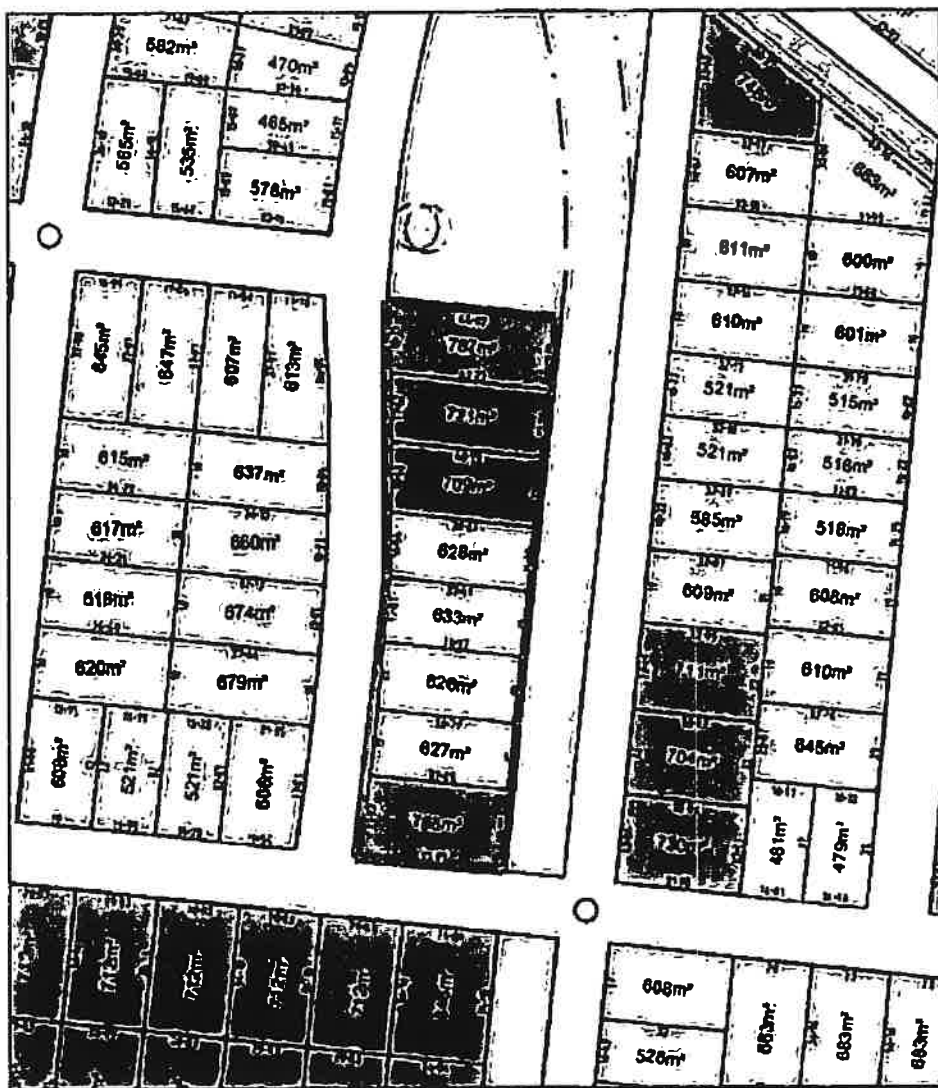
Condition No.

Sheet 2 of 6 sheet(s)

**Engels**

Council Delegate

### Subject Lots



**AK834572S**

10/01/2014

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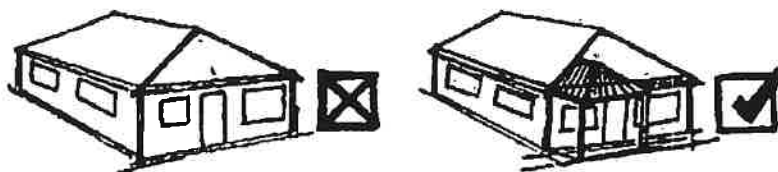
## 240 Cross' Road, Traralgon - Design Guidelines - Planning Permit 2012/237

### Guideline 1

The dwelling must incorporate a porch or portico over the rear entry/exit to provide a secondary sense of address to the dwelling as it presents to the drainage reserve.

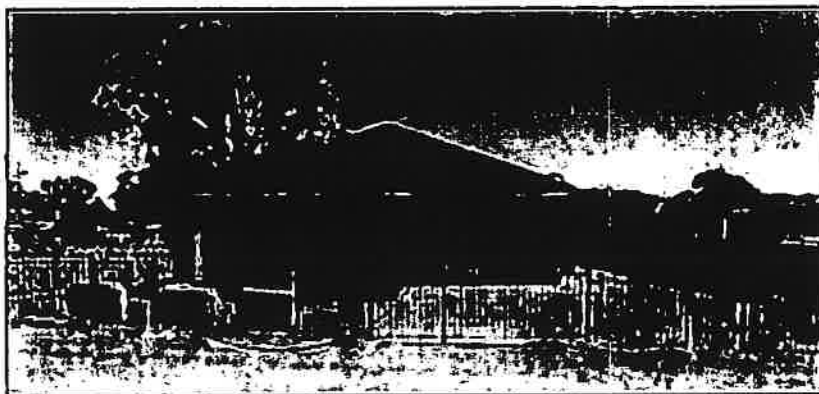
#### *Example 1.1*

Indicative treatment of rear facade of dwelling addressing the drainage reserve with and without a porch/portico element.



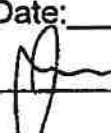
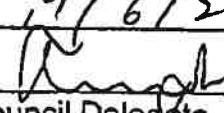
#### *Example 1.2*

A dwelling with a portico to the rear of the dwelling addressing the drainage reserve.



### Guideline 2

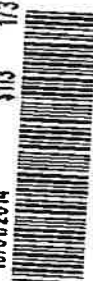
The rear elevation of the dwelling must contain at least one habitable room window at each level of the dwelling that addresses the drainage reserve. Habitable room windows cannot include a laundry or bathroom.

PLANNING & ENVIRONMENT ACT 1987	
LALROBE CITY COUNCIL	
Amended Plan Approved	
Under Planning Permit No. <u>2012/237</u>	
Condition No.	<u>8</u>
Sheet	<u>3</u> of <u>6</u> sheet(s)
Date:	<u>9/6/2013</u>
 	
Council Delegate	

Page | 2

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240 Cross' Road, Traralgon - Design Guidelines - Planning Permit 2012/237

PLANNING & ENVIRONMENT ACT 1987  
LATROBE CITY COUNCIL  
Amended Plan Approved

Under Planning Permit No. 2012/237

Condition No. 8

Sheet 4 of 6 sheet(s)

Date: 19/6/2013

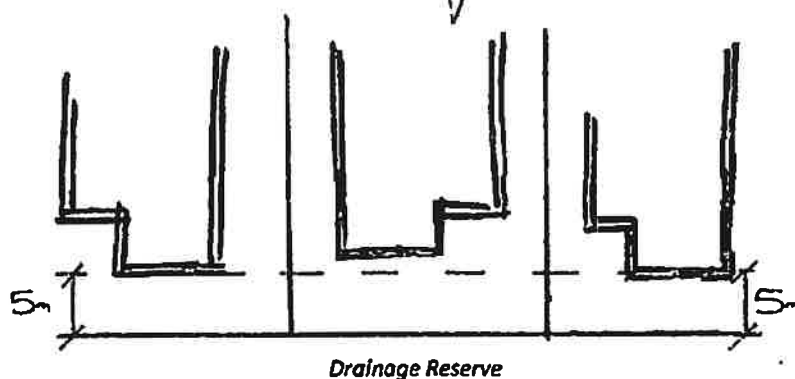
Council Delegate

### Guideline 3

Dwellings must be setback no less than 5 metres from the rear boundary (excluding porches, porticos, etc.).

#### Example 3.1

Indicative rear setbacks of lots presenting to the drainage reserve.

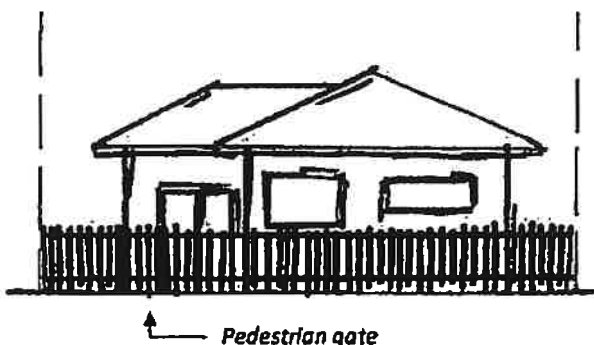


### Guideline 4

Fencing along the rear boundary must be 75% transparent and in a dark, non reflective material and colour.

#### Example 4.1

Indicative fencing arrangement to drainage reserve.



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240 Cross' Road, Traralgon - Design Guidelines - Planning Permit 2012/237

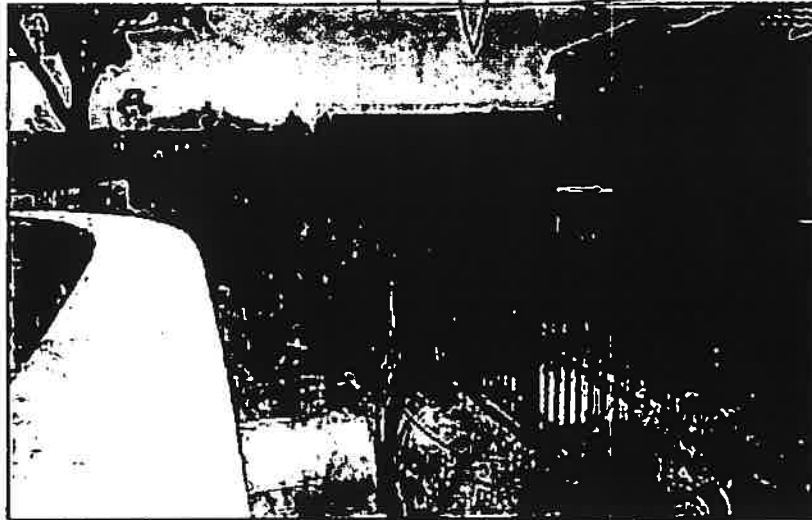
PLANNING & ENVIRONMENT ACT 1987  
LATROBE CITY COUNCIL  
Amended Plan Approved  
Under Planning Permit No. 2012/237  
Condition No. 8  
Sheet 5 of 6 sheet(s)  
Date 19 / 6 / 2013  
  
Council Delegate

**Guideline 5**

A pedestrian gate must be provided in fencing along the rear boundary.

**Example 5.1**

Indicative pedestrian gate in rear boundary fence.

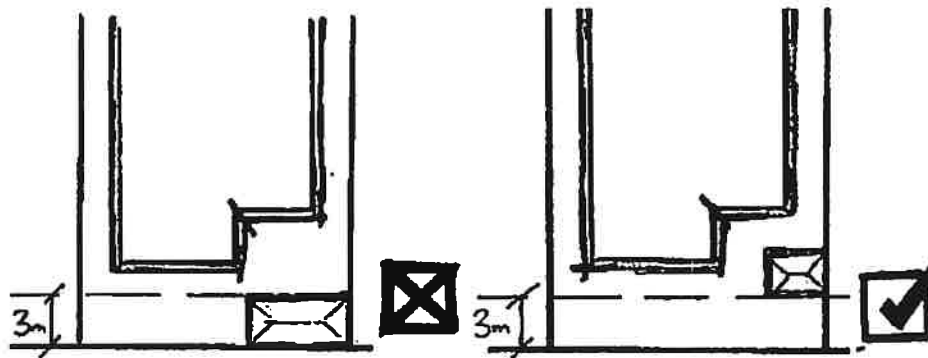


**Guideline 6**

A garden shed or building (other than the primary dwelling on the lot) located in a backyard must not be located within 3 metres of the rear boundary and must not be wider than 25% of the lot width.

**Example 6.1**

Indicative shed or building location within the rear setback to be prohibited and permitted.



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**240 Cross' Road, Traralgon - Design Guidelines - Planning Permit 2012/237**

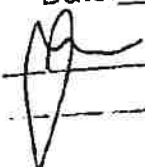
**Guideline 7**

Where a garden shed or building (other than the primary dwelling on the lot) is located in a backyard, its appearance when viewed from the drainage reserve must be softened by either the planting of landscaping or the construction of a high quality non transparent screening device between the structure and the rear fence.

***Example 7.1***

Indicative screen fence located between a garden shed and the rear fencing.



PLANNING & ENVIRONMENT ACT 1987  
LATROBE CITY COUNCIL  
Amended Plan Approved  
Under Planning Permit No. 2012/237  
Condition No. 8  
Sheet 5 of 6 sheet(s)  
Date: 9/6/2013  
  
Council Delegate

**AK834572S**

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# PROPERTY REPORT



Energy,  
Environment  
and Climate Action

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 05 February 2025 02:37 PM

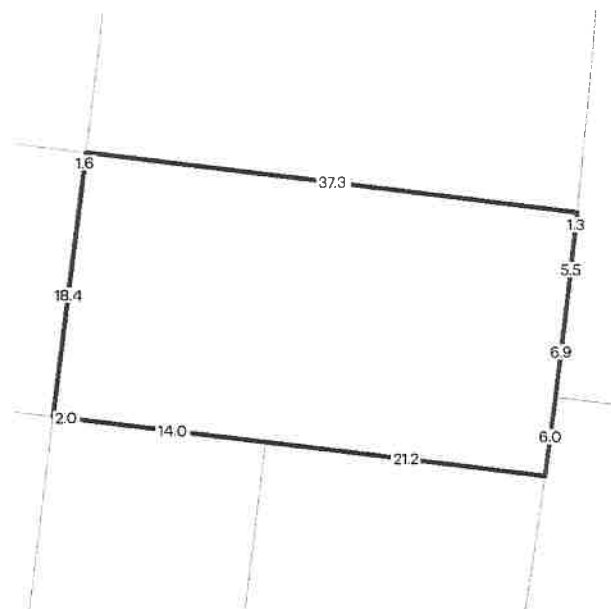
## PROPERTY DETAILS

Address: **3 JERSEY STREET TRARALGON 3844**  
 Lot and Plan Number: **Lot 307 PS716718**  
 Standard Parcel Identifier (SPI): **307\PS716718**  
 Local Government Area (Council): **LATROBE**  
 Council Property Number: **52917**  
 Directory Reference: **Vicroads 696 B3**

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

## SITE DIMENSIONS

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



**Area:** 746 sq. m

**Perimeter:** 115 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.

1 overlapping dimension label is 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](#)

## UTILITIES

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

## STATE ELECTORATES

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

## PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

The Planning Property Report for this property can be found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

**Vicplan** <https://mapshare.vic.gov.au/vicplan/>

**Property and parcel search** <https://www.land.vic.gov.au/property-and-parcel-search>

# PROPERTY REPORT



Energy,  
Environment  
and Climate Action

## Area Map



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PROPERTY REPORT: 3 JERSEY STREET TRARALGON 3844

# PLANNING PROPERTY REPORT



Department  
of Transport  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 05 February 2025 02:36 PM

## PROPERTY DETAILS

Address: **3 JERSEY STREET TRARALGON 3844**  
 Lot and Plan Number: **Lot 307 PS716718**  
 Standard Parcel Identifier (SPI): **307\PS716718**  
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 Council Property Number: **52917**  
 Planning Scheme: **Latrobe**  
 Directory Reference: **Vicroads 696 B3**

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

[Planning Scheme - Latrobe](#)

## UTILITIES

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

## STATE ELECTORATES

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

## OTHER

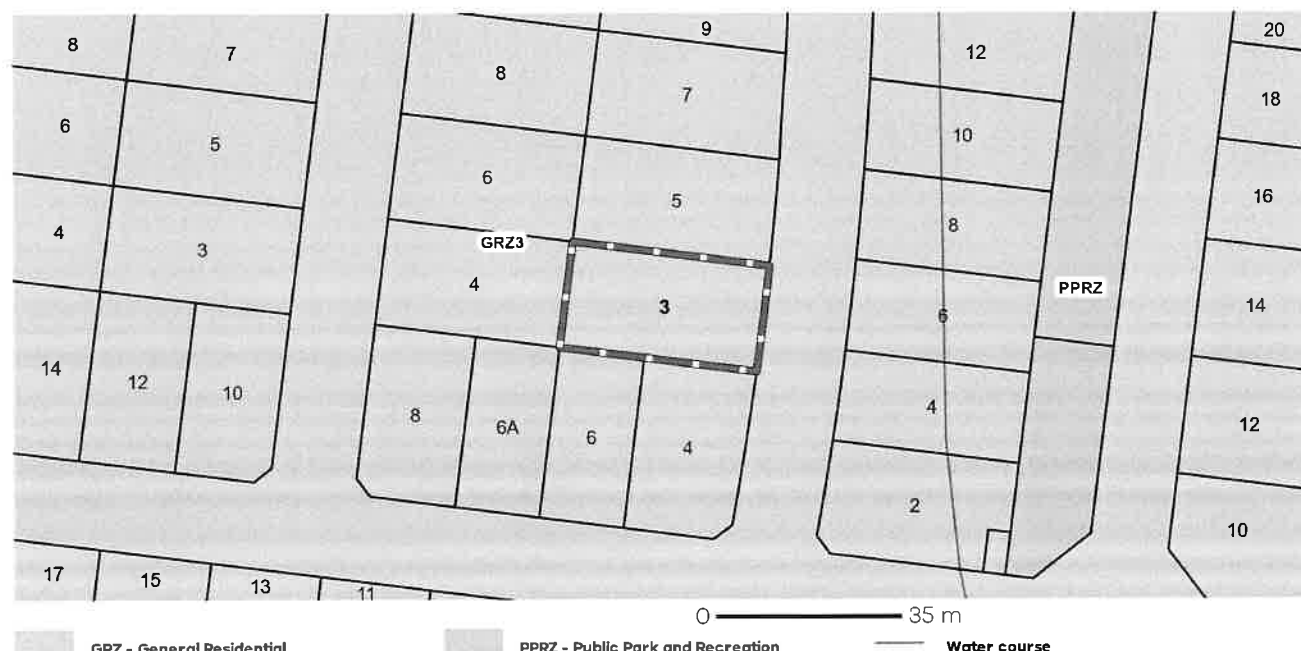
Registered Aboriginal Party: **Gunaikurnai Land and Waters  
Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

GENERAL RESIDENTIAL ZONE (GRZ)

GENERAL RESIDENTIAL ZONE - SCHEDULE 3 (GRZ3)



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

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

PLANNING PROPERTY REPORT: 3 JERSEY STREET TRARALGON 3844

Page 1 of 4

# PLANNING PROPERTY REPORT

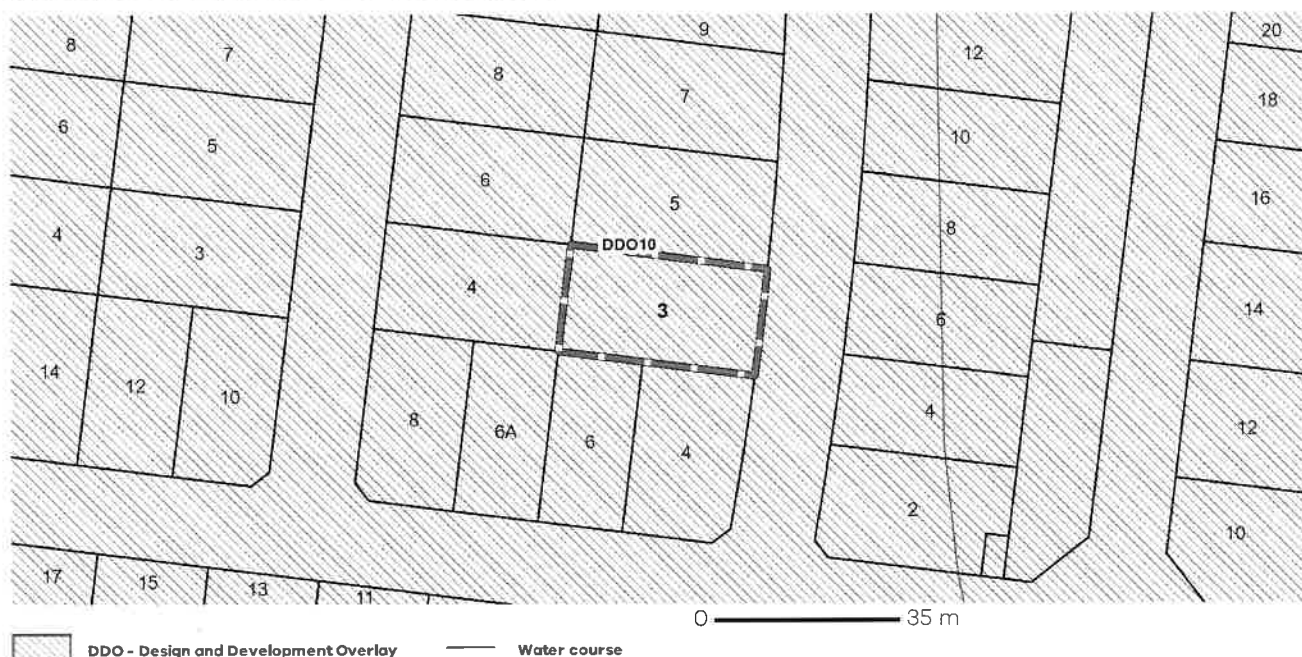


Department  
of Transport  
and Planning

## Planning Overlays

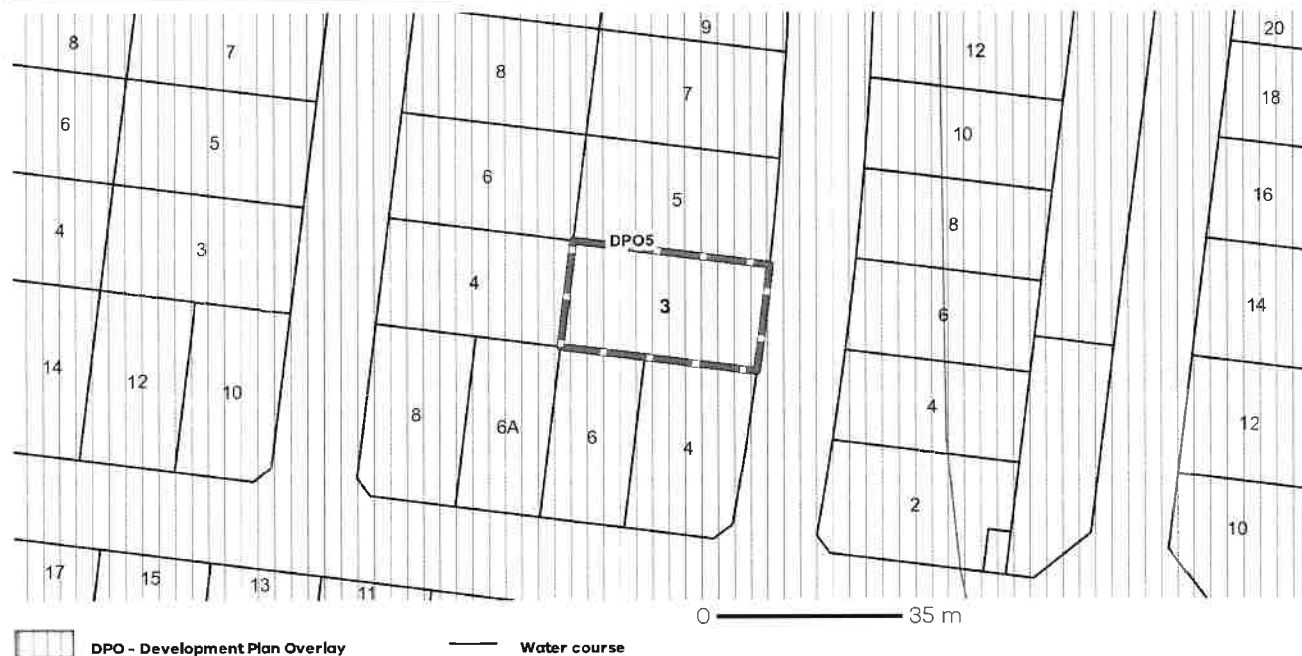
### DESIGN AND DEVELOPMENT OVERLAY (DDO)

#### DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 10 (DDO10)



### DEVELOPMENT PLAN OVERLAY (DPO)

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



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

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

PLANNING PROPERTY REPORT: 3 JERSEY STREET TRARALGON 3844

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## PLANNING PROPERTY REPORT



Department  
of Transport  
and Planning

### Further Planning Information

Planning scheme data last updated on 05 February 2025.

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

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

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

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

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

# PLANNING PROPERTY REPORT



Department  
of Transport  
and Planning

## Designated Bushfire Prone Areas

**This property is not in a designated bushfire prone area.  
No special bushfire construction requirements apply. Planning provisions may apply.**

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

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



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

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

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

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

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

## Native Vegetation

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

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

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



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

 LANDATA  
 DX 250639  
 MELBOURNE VIC

 Latrobe City ABN 92 472 314 133  
 TTY (NRS) 133 677  
 AUSDOC DX2 17733 Morwell  
 PO Box 264 MORWELL 3840  
 latrobe@latrobe.vic.gov.au  
 1300 367 700 LATROBE.VIC.GOV.AU

**Assessment Number:** 72782-6  
**Applicant's Reference:** 75681664-015-1  
**Issue Date :** 03-Feb-2025  
**Property Address:** 3 Jersey Street  
 TRARALGON VIC 3844  
**Property Description:** L 307 PS 716718  
**Property Title:** CT-11525/655  
**AVPCC:** 110 Detached Home  
**Area:** 746M2  
**Ward:** Tyers  
**Owner:** Mr A F Wilson and Mrs V Wilson

**Statement of Rates & Charges for the Year Ending 30-Jun-2025 are payable in full by 15-Feb-2025. Interest will be charged if not paid in by this date. If paying by instalments, interest will be charged on each instalment not paid by the due date.**

**PLEASE NOTE:**

- This certificate application is valid for a period of 3 months from issue date and no confirmation or variations will be given after this expiration. For settlement purposes another certificate should be obtained after the expiry date 04-May-2025.
- Confirmation and variations will only be provided in writing. You must contact the Rates Team via email [proprates@latrobe.vic.gov.au](mailto:proprates@latrobe.vic.gov.au) no earlier than 5 business days but no later than 1 business day prior to settlement of this property.
- Latrobe City Council will not be held responsible for information provided verbally.
- Outstanding rates and charges for this account must be paid in full at settlement.
- If this account shows a credit balance, you must submit a copy of the Statement of Adjustments to Latrobe City Council upon settlement.

**Rates & Charges:**

Arrears Legal Fees	\$	0.00
Other Arrears B/forward	\$	0.00
General Rates	\$	1,904.45
Garbage Charge	\$	428.35
Municipal Charge	\$	153.00
Fire Service Property Levy	\$	187.70
Current Interest	\$	0.00
Rebates	\$	0.00
Arrears Interest	\$	0.00
Special Rates & Charges	\$	0.00
Legal Fees	\$	0.00
Less Cash Paid	\$	-1,352.15

**Total Amount Due** \$ 1,321.35

*The owner of this property is on the instalment program for the payment of their rates and charges and the 3<sup>rd</sup> instalment is due by 28 February 3, 2025.*

*We suggest that where the sale of the property proceeds, that you discuss with the vendor's solicitor/conveyancer to instruct their client not to make any further payments.*

*Please contact the Rates Department for an update prior to settlement via email [proprates@latrobe.vic.gov.au](mailto:proprates@latrobe.vic.gov.au)*

**Assessment Number:** 72782-6  
**Applicants' Ref.:** 75681664-015-1  
**Date:** 03-Feb-2025  
**Property Address:** 3 Jersey Street  
TRARALGON VIC 3844

**Property Valuations:**

Description		Values	Level of Value Date	Operational Date
CAPITAL IMPROVED VALUE	\$	640,000	01-Jan-2024	01-Jul-2024
SITE VALUE	\$	310,000	01-Jan-2024	
NET ANNUAL VALUE	\$	32,000	01-Jan-2024	

**OTHER INFORMATION:**

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

**PLEASE NOTE:**

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

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

I hereby certify that as at the date of issue, the information given in this certificate is a correct disclosure of the rates, charges, interest and other monies payable to the Latrobe City Council together with any Notices pursuant to the Local Government Act 2020, Local Government Act 1989, local laws or any other legislation.

**Authorised Officer**

**Bill Code: 6072**  
**Ref: 727826**

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



55 Hazelwood Rd  
PO Box 348  
Traralgon Vic 3844

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

## INFORMATION STATEMENT

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

30 January 2025

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

75681664-027-4  
00215165-02

Landata

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

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

**Applicant:** Landata  
**Property Address:** 3 Jersey St Traralgon Vic 3844  
**Information Statement No:** 162767

Please find enclosed:

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

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

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

Yours sincerely

Nigel Gerreyn  
**MANAGER PROPERTY SERVICES**



**GIPPSLAND**  
WATER

55 Hazelwood Rd  
PO Box 348  
Traralgon Vic 3844

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

## INFORMATION STATEMENT

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### Section 158 Statement

(Water Act 1989)

<b>Date of Issue:</b>	30/01/2025	<b>Your Reference :</b>	75681664-027-4
<b>Information Statement No:</b>	162767	<b>Our Reference:</b>	00215165-02
<b>Property Address:</b>	3 Jersey St Traralgon Vic 3844		
<b>Property Details:</b>	Lot 307 Plan PS716718		
<b>Settlement Date:</b>	04/02/2025		

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

- ⇒ This property has a tenant registered, if the tenant is vacating at settlement please advise Gippsland Water no less than two (2) working days prior to settlement to enable a final water meter reading to be scheduled.

#### Protection of Gippsland Water Assets:

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

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

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

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



**GIPPSLAND**  
WATER

55 Hazelwood Rd  
PO Box 348  
Traralgon Vic 3844

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

## INFORMATION STATEMENT

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

### Financial Statement

**Date of Issue:** 30/01/2025 **Your Reference :** 75681664-027-4  
**Information Statement No:** 162767 **Our Reference:** 00215165-02

**Property Address:** 3 Jersey St Traralgon Vic 3844  
**Property Details:** Lot 307 Plan PS716718  
**Settlement Date:** 04/02/2025

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

Charges levied for billing period: 01 Nov to 28 Feb

#### Financial Information:

Brought Forward Balance	0.00
Sewer Scheme Charges	0.00

#### Adjustable Charges:

Water Service Charges	63.66
Wastewater Service Charges	292.52
Fire Service Charges	0.00
Commercial Trade Waste Charges	0.00

#### Non Adjustable Charges:

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

<b>Total Outstanding</b>	<b>356.18</b>
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(Please note: CR denotes a credit)



**Bill Code: 3475**  
**REF: 3680 0000 2151 6502 4**  
Pay by savings or credit card

Gippsland Water Authorised Officer:

Date: 30 January 2025



Solicitors  
**Updates Online**  
Tool

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

**REGISTER TODAY**

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



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### Important Information

**Gippsland Water bill period:**

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

**Gippsland Water tariffs:**

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

**Adjustable and non adjustable charges:**

Charges listed under the adjustable charges section are fixed service charges that are applicable to the property e.g. water availability charges. Charges listed under the non adjustable section are applicable to the customer e.g. notional/usage charges, these charges do not need to be adjusted.

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

**Payment of Gippsland Water accounts:**

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

**Financial updates:**

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

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

**Notice of property transfer:**

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

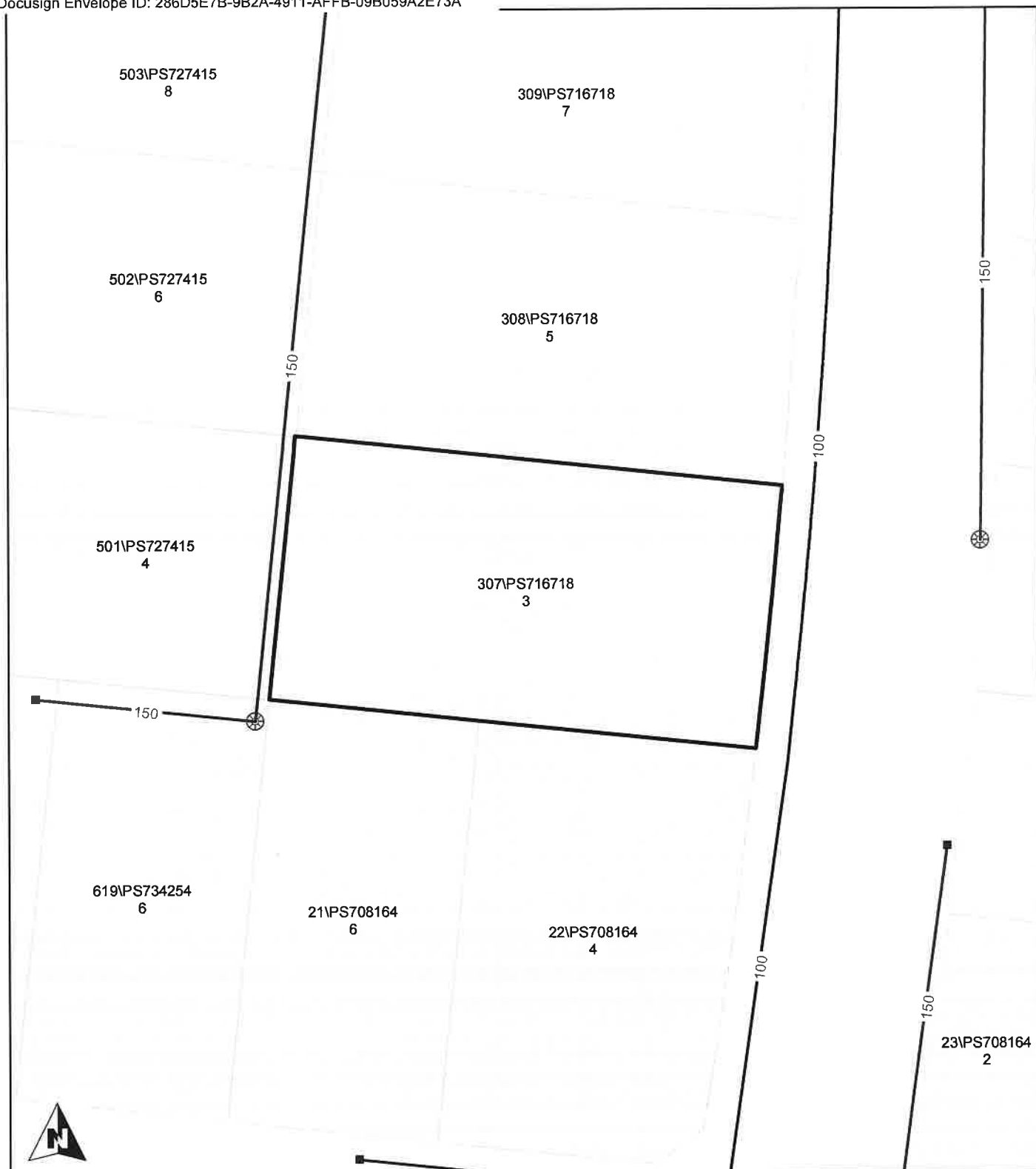
**Validity of the Information Statement:**

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

**Automatic eBilling Registration for new customers**

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

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



## Gippsland Water Asset Plan

3 Jersey St Traralgon

Information Statement No: 162767

Date Issued: 30/01/2025



GIPPSLAND  
WATER

### Water Pipes

- Reticulation
- Distribution
- Transfer

### Sewer Pipes

- Gravity
- Pressure
- Rising Main

### House Discharge Line

- House Discharge Line



Maintenance Point



Manhole



Pipe End



Collection Tank

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