

# Vendor Statement

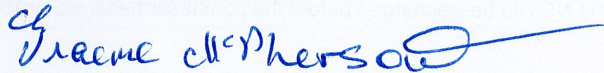
The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act 1962*.

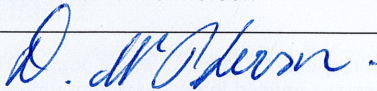
This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

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

<b>Land</b>	33 Sherbrooke Lodge Road, Sherbrooke 3789
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<b>Vendor's name</b>	Graeme Bruce McPherson	<b>Date</b> 18/8/22
<b>Vendor's signature</b>		

<b>Vendor's name</b>	Dawne Lorraine McPherson	<b>Date</b> 18/8/22
<b>Vendor's signature</b>		

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

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

# 1. FINANCIAL MATTERS

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

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

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

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

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 under section 192A of the *Building Act 1993* if the square box is marked with an 'X'

## 3.4 Planning Scheme

Attached is a certificate with the required specified information.

## 4 NOTICES

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

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

Not Applicable.

### 4.2 Agricultural Chemicals

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

Nil
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### 4.3 Compulsory Acquisition

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

Nil
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## 5 BUILDING PERMITS

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

Not Applicable.

## 6 OWNERS CORPORATION

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

Not Applicable.

## 7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

Not applicable.

## 8 SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage by way of septic tank <input type="checkbox"/>	Telephone services – NBN connection <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*.

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

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

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

### 13. ATTACHMENTS

Title Search Volume 10646 Folio 145 Plan of Subdivision No. 448090X Yarra Ranges Council Rates Notice Yarra Valley Water Rates Notice Planning Certificate Yarra Valley Water Community Sewerage Report and Information Sheet Property Report Due Diligence Checklist
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Register Search Statement - Volume 10646 Folio 145

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

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

VOLUME 10646 FOLIO 145

Security no : 124099688751Q  
Produced 17/08/2022 10:43 AM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 448090X.

PARENT TITLES :

Volume 08338 Folio 205 to Volume 08338 Folio 206

Created by instrument PS448090X 07/05/2002

REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

GRAEME BRUCE MCPHERSON

DAWNE LORRAINE MCPHERSON both of 33 SHERBROOKE LODGE ROAD SHERBROOKE VIC 3789

PS448090X 07/05/2002

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE PS448090X 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: 33 SHERBROOKE LODGE ROAD SHERBROOKE VIC 3789

ADMINISTRATIVE NOTICES

NIL

eCT Control 20323K KEITH A ELLIOTT PTY LTD  
Effective from 19/09/2019

DOCUMENT END

**The information supplied has been obtained by Dye & Durham Property Pty Ltd who is licensed by the State of Victoria to provide this information via LANDATA® System. Delivered at 17/08/2022, for Order Number 74933435. Your reference: McPherson sale 1003/22.**

<b>PLAN OF SUBDIVISION</b>	Stage No. <hr style="width:100%;"/>	LTO use only  EDITION 1	Plan Number  PS 448090 X
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**Location of Land**  
 Parish: MONBULK  
 Township: \_\_\_\_\_  
 Section: G  
 Crown Allotment: 46(PT) & 47(PT)  
 Crown Portion: \_\_\_\_\_

LTO base record: DCMB  
 Title References: VOL 8338 FOL 205  
 VOL 8338 FOL 206

Last Plan Reference: LOTS 1 & 2 LP 48410  
 Postal Address: SHERBROOKE LODGE ROAD  
 SHERBROOKE

AMG Co-ordinates: E 355 700  
 (Of approx. centre of plan) N 5805 400 Zone 55

**Council Certification and Endorsement**

Council Name: YARRA RANGES SHIRE COUNCIL Ref: 7303

1. This plan is certified under section 6 of the Subdivision Act 1988.  
~~2. This plan is certified under section 11(7) of the Subdivision Act 1988.  
 Date of original certification under section 6 / /~~

3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.

**Open Space**

(i) A requirement for public open space under section 18 Subdivision Act 1988 has / has not been made.  
~~(ii) The requirement has been satisfied.~~  
~~(iii) The requirement is to be satisfied in Stage.~~

Council Delegate  
 Council seal  
 Date 30/8/01

~~Re-certified under Section 11(7) of the Subdivision Act 1988.  
 Council Delegate  
 Council seal  
 Date / /~~

**Vesting of Roads or Reserves**

Identifier	Council/Body/Person
Nil	Nil

**Notations**

**Staging:** This is/is not a staged subdivision  
 Planning Permit No.

**Depth Limitation:** 15-24 METRES BELOW THE SURFACE APPLIES TO ALL THE LAND IN THIS PLAN

THE EASEMENT APPROPRIATED ON LP 48410 FOR CARRIAGEWAY PURPOSES WILL MERGE UPON REGISTRATION OF THIS PLAN.

**Survey:-** This plan is / is not based on survey.  
 To be completed where applicable.  
 This survey has been connected to permanent marks no(s).  
 In proclaimed Survey Area no.

**Easement Information**

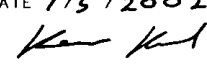
**Legend:** A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	CARRIAGEWAY	1.66	TRANS. 1779406	VOL 6424 FOL 602
E-2	CARRIAGEWAY GAS SUPPLY	2 2	TRANS. 1779406 THIS PLAN	VOL 6424 FOL 602 MULTINET GAS
E-3	DRAINAGE	2	THIS PLAN	YARRA RANGES SHIRE COUNCIL

LTO use only  
 Statement of Compliance / Exemption Statement

Received

Date 25/1/02

LTO use only  
 PLAN REGISTERED  
 TIME 8:08 AM  
 DATE 7/5/2002  
  
 Assistant Registrar of Titles

SHEET 1 OF 2 SHEETS

**NICHOLAS PETRIS & ASSOC. P/L**  
 ABN 50 005 633 081  
 ENVIRONMENTAL PLANNING & DEVELOPMENT CONSULTANTS  
 LAND SURVEYORS  
 Unit 1 1569 Burwood Highway, Belgrave 3160  
 Telephone: (03)9754 3930 Fax: (03)9752 5069

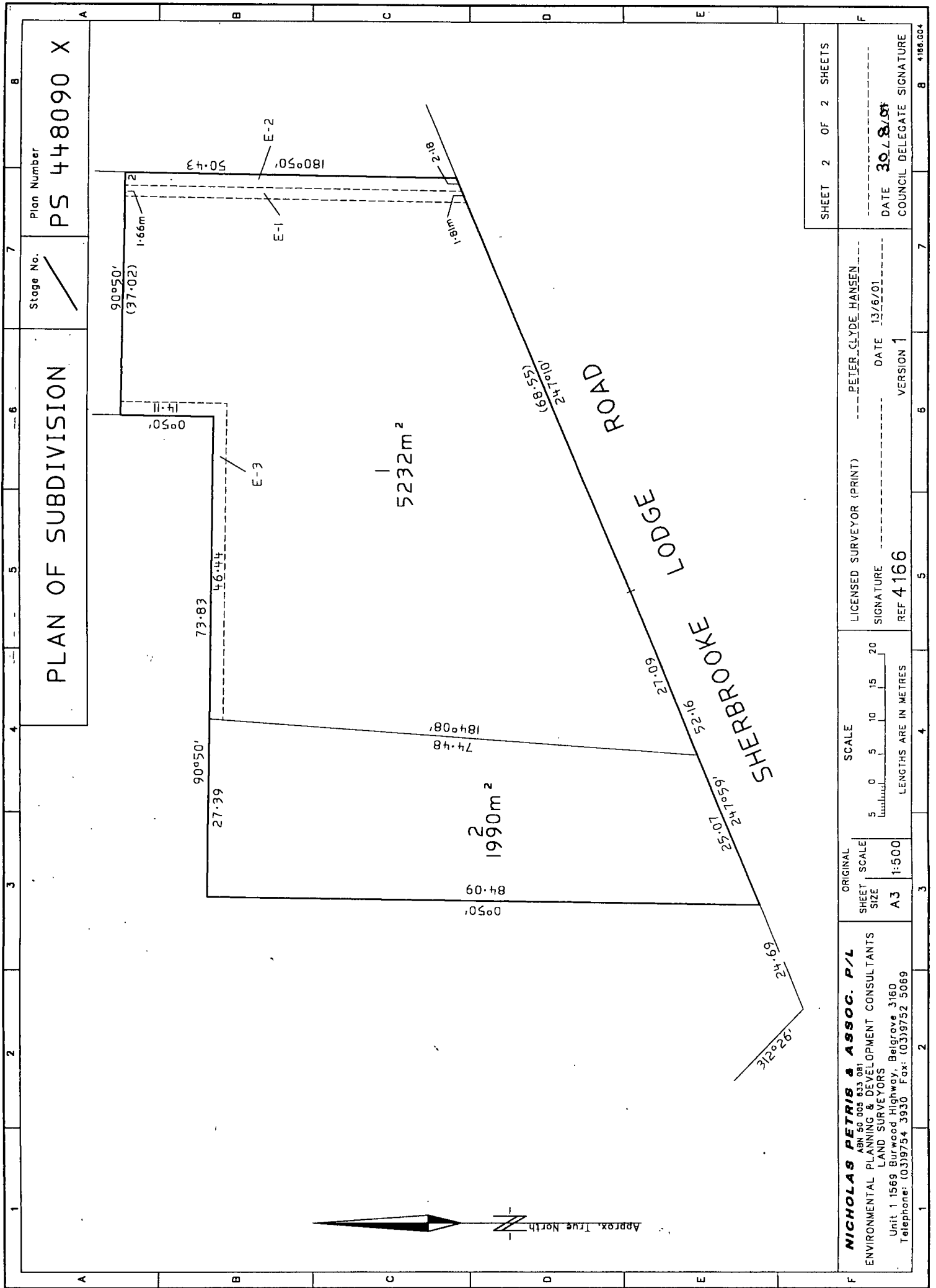
LICENSED SURVEYOR (PRINT) PETER CLYDE HANSEN

SIGNATURE \_\_\_\_\_ DATE 13/6/01

REF 4166 VERSION 1

DATE 30/08/01  
 COUNCIL DELEGATE SIGNATURE

Original sheet size A3 4166.G03



PLAN OF SUBDIVISION

Stage No. / Plan Number  
PS 448090 X

SHEET 2 OF 2 SHEETS

DATE 30.7.8/01  
COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT) PETER CLYDE HANSEN  
SIGNATURE DATE 13/6/01  
REF 4166 VERSION 1

ORIGINAL SCALE  
SHEET SIZE A3  
SCALE 1:500  
LENGTHS ARE IN METRES

**NICHOLAS PETRIS & ASSOC. P/L**  
ENVIRONMENTAL PLANNING & DEVELOPMENT CONSULTANTS  
LAND SURVEYORS  
Unit 1 1569 Burwood Highway, Belgrave 3160  
Telephone: (03)9754 3930 Fax: (03)9752 5069

Approx. True North



# LAND INFORMATION CERTIFICATE

Section 229 Local Government Act 1989

PO Box 105  
Lilydale Vic 3140  
Call 1300 368 333  
Fax (03) 9735 4249  
ABN 21 973 226 012  
[www.yarraranges.vic.gov.au](http://www.yarraranges.vic.gov.au)  
[mail@yarraranges.vic.gov.au](mailto:mail@yarraranges.vic.gov.au)



Certificate Number: 106548  
Issue Date: 17-Aug-2022  
Applicant Reference: 74933435:113795411:129591

Dye & Durham Corporation  
PO Box 1884R  
MELBOURNE VIC 3001

This certificate provides information regarding valuation, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989, Local Government Act 2020 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, flooding information or service easements. Information regarding these matters may be available from the council or the relevant authority. A fee may be charged for such information.

## PROPERTY INFORMATION

**Assessment Number:** 58664/1  
**Property Address:** 33 Sherbrooke Lodge Road, Sherbrooke VIC 3789  
**Property Description:** Lot 2 PS448090 Sec G Ca PTS 46&47 PMonbulk

## VALUATION INFORMATION

**Current Level of Value Date:** 1 January 2022  
**Operative Date of Value:** 01-Jul-2022  
**Site Value:** 650,000  
**Capital Improved Value:** 975,000  
**Net Annual Value:** 48,750

## FINANCIAL INFORMATION

Rates and Charges Levied Year Ending 30 June 2023		Rates and Charges Summary	
Rate or Charge Type	Annual Charge	Description	Balance Outstanding
General Rates	2,319.50	Legal Charges Arrears	0.00
Waste Charge	609.00	Arrears & Previous Year Interest	0.00
Fire Services Property Levy	168.65	Current Interest on Arrears	0.00
		Interest on Current Rates	0.00
		Current Year Rates	3,097.15
		Rebates	-303.20
		Payments since 1 July 2022	0.00
		Overpayment	0.00
		Other	0.00
		Total Rates Outstanding	2,793.95
		Chargeable Works &/or EUA	0.00
		Local Govt Act 1989–Sec. 227	0.00
<b>Total Annual Charge</b>	<b>3,097.15</b>	<b>Balance Outstanding</b>	<b>\$2,793.95</b>

**Rates are due to be paid in full by 15 Feb 2023, if payment is not being made by instalments.**

## Payment can be made by:

- BPAY – Biller Code 8979 Reference 586641
- On Council's website at [yarraranges.vic.gov.au/payments](http://yarraranges.vic.gov.au/payments) by Visa or Mastercard using Reference 586641

NOTICES AND ORDERS: There ~~are~~are no outstanding notices or orders on the land served by Council under the Local Government (Miscellaneous) Act 1958, Local Government Act 1989 or a local law or by-law of Council which still apply as at the date of this Certificate.  
Details of any Notice or Order Served.

FLOOD LEVEL: Council has not specified a flood level for this property. However, Council cannot warrant that this property may be/ is not subject to flooding. Melbourne Water may have additional information which is not held by Council, which may reveal this property is subject to flooding. Melbourne Water's flood information can be obtained from metropolitan water authorities. It is therefore recommended that you contact Yarra Valley Water/South East Water for more accurate and detailed information.

There is/is no potential liability for rates under the Cultural and Recreational Lands Act 1963.

There is/is no potential liability for land to become rateable under Section 173 of the Local Government Act 1989.

There is/is no potential liability for land to become rateable under Section 174A of the Local Government Act 1989.

There is no 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 Act 1988 or the Local Government Act (Miscellaneous) Act 1958

**OTHER INFORMATION**

While Council does not impose a time limit as to when a certificate may be updated verbally, it should be noted that Council will not be held responsible for any information provided or confirmed verbally. A new certificate could be applied for if this is not satisfactory.

I hereby certify that as at the date of this certificate, the information given is true and correct for the property described.



**Jim Stewart**

Executive Officer, Property Rating Services Date: 17-Aug-2022  
(Contact Property Rating Services on 1300 368 333 for any enquiries)  
Received the sum of \$27.80 being the fee for this Certificate.

17th August 2022

Keith A. Elliot via Dye & Durham Property Pty Ltd  
DYEDURHAM

Dear Keith A. Elliot via Dye & Durham Property Pty Ltd,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	33 SHERBROOKE LODGE ROAD SHERBROOKE 3789
<b>Applicant</b>	Keith A. Elliot via Dye & Durham Property Pty Ltd DYEDURHAM
<b>Information Statement</b>	30716080
<b>Conveyancing Account Number</b>	2469580000
<b>Your Reference</b>	McPherson sale 1003/22

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](mailto:enquiry@yvw.com.au). For further information you can also refer to the Yarra Valley Water website at [www.yvw.com.au](http://www.yvw.com.au).

Yours sincerely,



Steve Lennox  
GENERAL MANAGER  
RETAIL SERVICES

## Yarra Valley Water Property Information Statement

Property Address	33 SHERBROOKE LODGE ROAD SHERBROOKE 3789
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STATEMENT UNDER SECTION 158 WATER ACT 1989

### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)**

Sewerage services have been provided to this property as part of Yarra Valley Water's Community Sewerage Program. To confirm whether the property is connected to sewerage services, please contact Yarra Valley Water on 1300 853 811. For properties not currently connected to sewerage services, please contact Yarra Valley Water on 1300 651 511 to apply to connect.

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

Existing sewer mains will be shown on the Asset Plan.

### **THE FOLLOWING INFORMATION RELATES 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 Property Information Statement**

Property Address	33 SHERBROOKE LODGE ROAD SHERBROOKE 3789
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STATEMENT UNDER SECTION 158 WATER ACT 1989

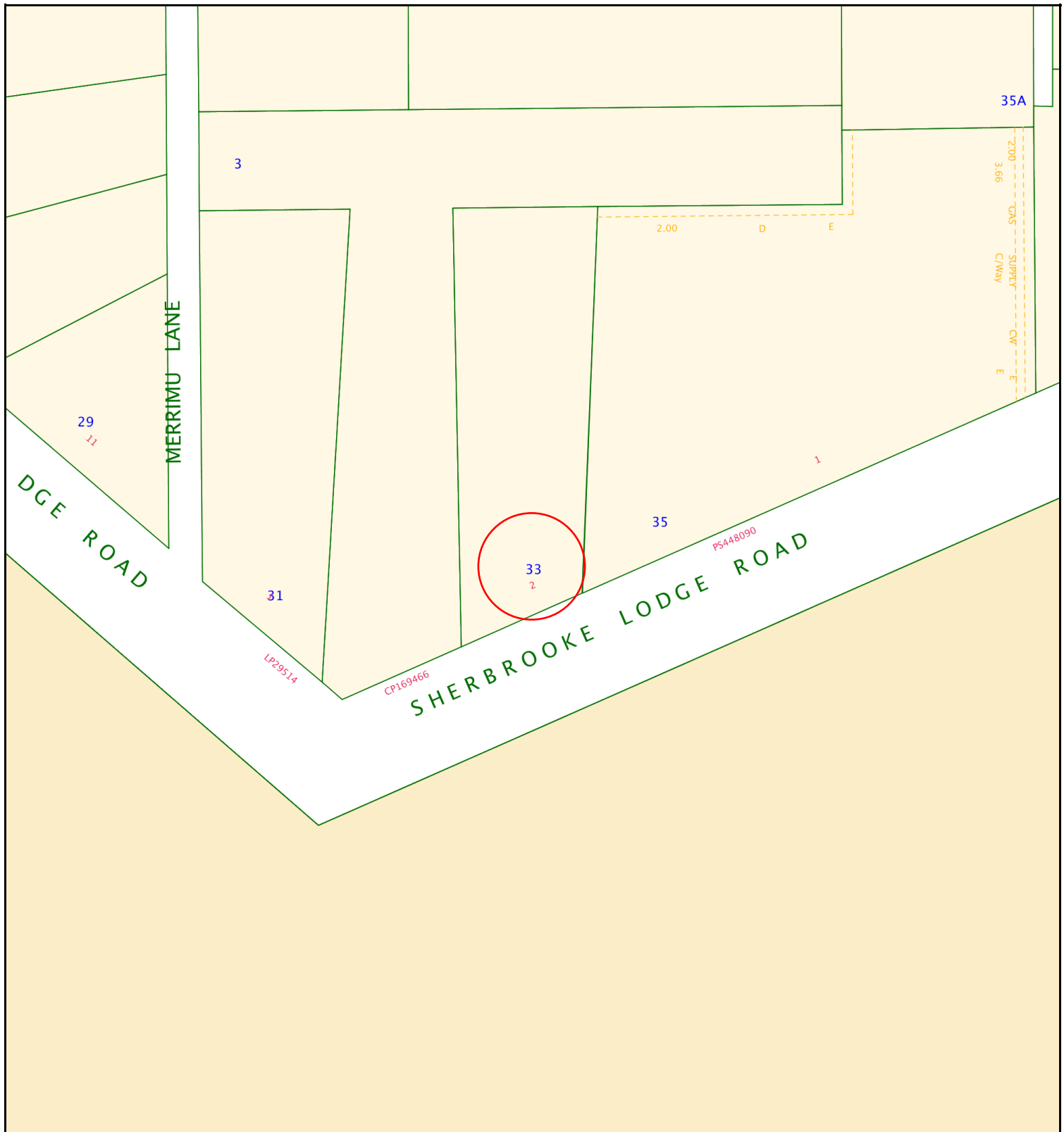
### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

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: 30716080**

<b>Address</b>	33 SHERBROOKE LODGE ROAD SHERBROOKE 3789	
<b>Date</b>	17/08/2022	
<b>Scale</b>	1:1000	



ABN 93 066 902 501

Existing Title	Access Point Number	<b>GLV2-42</b> MW Drainage Channel Centreline	
Proposed Title	Sewer Manhole	MW Drainage Underground Centreline	
Easement	Sewer Pipe Flow	MW Drainage Manhole	
Existing Sewer	Sewer Offset	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;

Keith A. Elliot via Dye & Durham Property Pty Ltd  
DYEDURHAM  
property.certificates@dyledurham.com

## RATES CERTIFICATE

**Account No:** 4132460000  
**Rate Certificate No:** 30716080

**Date of Issue:** 17/08/2022  
**Your Ref:** McPherson sale 1003/22

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
33 SHERBROOKE LODGE RD, SHERBROOKE VIC 3789	2\PS448090	1386383	Residential

Agreement Type	Period	Charges	Outstanding
Residential Trunk Service Charge	01-07-2022 to 30-09-2022	\$19.90	\$19.90
Residential Water Usage Charge <i>Step 1 – 40.920000kL x \$2.47490000 = \$101.27</i> <i>Step 2 – 3.080000kL x \$3.13830000 = \$9.67</i> Estimated Average Daily Usage \$1.19	14-03-2022 to 15-06-2022	\$110.94	\$0.00
Parks Fee	01-07-2022 to 30-06-2023	\$81.60	\$81.60
Drainage Fee	01-07-2022 to 30-09-2022	\$15.17	\$15.17
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	<b>Balance Brought Forward</b>		\$0.00
	<b>Total for This Property</b>		\$116.67
	<b>Total Due</b>		\$116.67



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.
- 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 01/07/2022, Residential Water Usage is billed using the following step pricing system: 248.51 cents per kilolitre for the first 44 kilolitres; 316.53 cents per kilolitre for 44-88 kilolitres and 467.00 cents per kilolitre for anything more than 88 kilolitres

8. From 01/07/2022, Residential Recycled Water Usage is billed 184.89 cents per kilolitre

9. From 01/07/2022, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 cents per kilolitre

10. From 01/07/2022, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 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:** 1386383

**Address:** 33 SHERBROOKE LODGE RD, SHERBROOKE VIC 3789

**Water Information Statement Number:** 30716080

## HOW TO PAY



**Bill**er Code: 314567  
**Ref:** 41324600003

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

**YARRA VALLEY WATER**

(ACN 066 902 501)

**TEMPORARY TRUNK SERVICE AGREEMENT  
YARRA VALLEY WATER ASSET TRUNK SERVICE CONNECTIONS**

REFERENCE NO: YSGD0140

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 150 (Notice to repair) of the Water Act 1989 by Yarra Valley Water 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 2006.

#### Supply to Others Prohibited

- 1.9 Each property owner must ensure that no property other than 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) by means of a meter to each property (property meter).
- 2.3 Yarra Valley Water may install a meter at the point of tapping to the water main (main meter).
- 2.4 Where a main meter is installed, subject to the Water Industry Regulations 2006, 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.
- 2.5 Where a main meter is installed, subject to the Water Industry Regulations 2006, 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
  - (b) an equal share of any water usage recorded by the master meter that exceeds the aggregate water usage recorded on each property meter.
- 2.6 Yarra Valley Water is responsible for maintaining the ferrule, the master meter (where installed) and each property meter in accordance with the Water Industry Regulations 2006.
- 2.7 All water supplied by means of a trunk service is subject to Water Restrictions when in force

## 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 Act 1989.

## 4. WATER ACT 1989 AND WATER INDUSTRY REGULATIONS 2006

- 4.1 The Water Act 1989 and Water Industry Regulations 2006 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 150.4, if the property owner(s) fail to comply with a notice under section 150 of the Water 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 141 of the Water Act 1989 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 on 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 159 of the Water Act 1989 within 14 days after the disposal. Failure to comply with this obligation may give rise to a penalty under section 159 of the Water Act 1989.

#### 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 150 of the Water Act 1989; and
  - (c) the additional water usage under clause 2.5(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 Act 1989.
- 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 144 of the Water Act 1989.
- 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.

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**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.

**Privacy statement**

Yarra Valley Water collects personal information for the purposes of providing water and related services and products, promoting such services and products and marketing research. We may disclose your personal information to our contractors for these purposes and other third parties including Melbourne Water and the Minister for Environment and Conservation relating to Parks Victoria services. You may request access to your personal information that we hold by writing to the Privacy Officer at Private Bag 1, Mitcham VIC 3132. Please note we may charge you the reasonable cost of providing you with access to your personal information.



**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

.....Manager, Services & Improvements – Network Operations

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 ("Yarra Valley Water") holds a water and sewerage licence issued under Division 1 of Part 2 of the Water Act 1989.
- 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 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 ("Yarra Valley Water") holds a water and sewerage licence issued under Division 1 of Part 2 of the Water Act 1989.
- 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 by .....(SIGNATURE)

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

ADDRESS OF WITNESS.....



## Planning Certificate



### PROPERTY DETAILS

Property Address: 33 SHERBROOKE LODGE ROAD SHERBROOKE VIC 3789  
Title Particulars: Vol 10646 Fol 145  
Vendor: GRAEME BRUCE MCPHERSON,  
DAWNE LORRAINE MCPHERSON  
Purchaser: N/A

Certificate No: 113795409

Date: 17/08/2022

Matter Ref: McPherson  
sale 1003/22

Client: Keith A. Elliot



### MUNICIPALITY

YARRA RANGES



### PLANNING SCHEME

YARRA RANGES PLANNING SCHEME



### RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

YARRA RANGES SHIRE COUNCIL / REFER TO RESPONSIBLE AUTHORITY INFORMATION PAGE



### ZONES

GREEN WEDGE A ZONE - SCHEDULE 1



### ABUTTAL TO A TRANSPORT ZONE / PUBLIC ACQUISITION OVERLAY FOR A PROPOSED ROAD OR ROAD WIDENING

NOT APPLICABLE



### APPLICABLE OVERLAYS

BUSHFIRE MANAGEMENT OVERLAY

PART HERITAGE OVERLAY (HO304)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9

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Disclaimer: Information within this certificate has been obtained via the Landchecker Platform. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the development and use of the land. Due diligence checks should be undertaken to understand other factors that may impact the use of the property.

 **PROPOSED PLANNING SCHEME AMENDMENTS**

YARRA RANGES C148yan The amendment comprises a comprehensive revision of the planning scheme. It updates the planning scheme to reflect recently adopted Council strategies and to respond to emerging planning issues.

- [Yarra Ranges C148 Explanatory Report Exhibition Gazetted.pdf](#)

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 **ADDITIONAL INFORMATION**

THE SUBJECT PROPERTY IS OUTSIDE THE URBAN GROWTH BOUNDARY

STATE-WIDE PROVISIONS IF AN APARTMENT DEVELOPMENT - SEE PLANNING SCHEME CLAUSE 55.07 AND CLAUSE 58

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## YARRA RANGES PLANNING SCHEME

### RESPONSIBLE AUTHORITY FOR ADMINISTERING AND ENFORCING THE SCHEME

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The Minister for Planning is the responsible authority for amending and approving the Master Plan required under Schedule 4 to the Special Use Zone.

The Minister for Planning is the responsible authority for considering and determining applications, in accordance with Divisions 1, 1A, 2, and 3 of Part 4 and exercising the powers set out in Section 171 and under Division 2 of Part 9 of the Planning and Environment Act 1987 and for approving matters required by the planning scheme or a condition of a permit to be done to the satisfaction of the responsible authority, in relation to the use and development of land within the Fitzroy Housing Precinct and the Richmond Housing Precinct, more particularly being the areas affected by Schedule 10 to the Development Plan Overlay.

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**PLANNING ZONES MAP**



**ZONING**

- GWAZ1 - GREEN WEDGE A ZONE - SCHEDULE 1
- PCRZ - PUBLIC CONSERVATION AND RESOURCE ZONE

This map extract is sourced from data maintained by the State of Victoria and is provided for information purposes only. No representation is made as to the accuracy of the content, and Dye & Durham Property Pty Ltd does not accept any liability to any person for the information provided.

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# Kallista Sewerage Project

We're currently constructing a new sewerage system for properties in Sherbrooke, Kallista and The Patch

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After we've finished, over 800 properties in the area will receive a connection point to the sewerage system, providing property owners with the option to flush and let us take care of their wastewater.

No more septic tanks, boggy yards, unpleasant odours and polluted waterways.

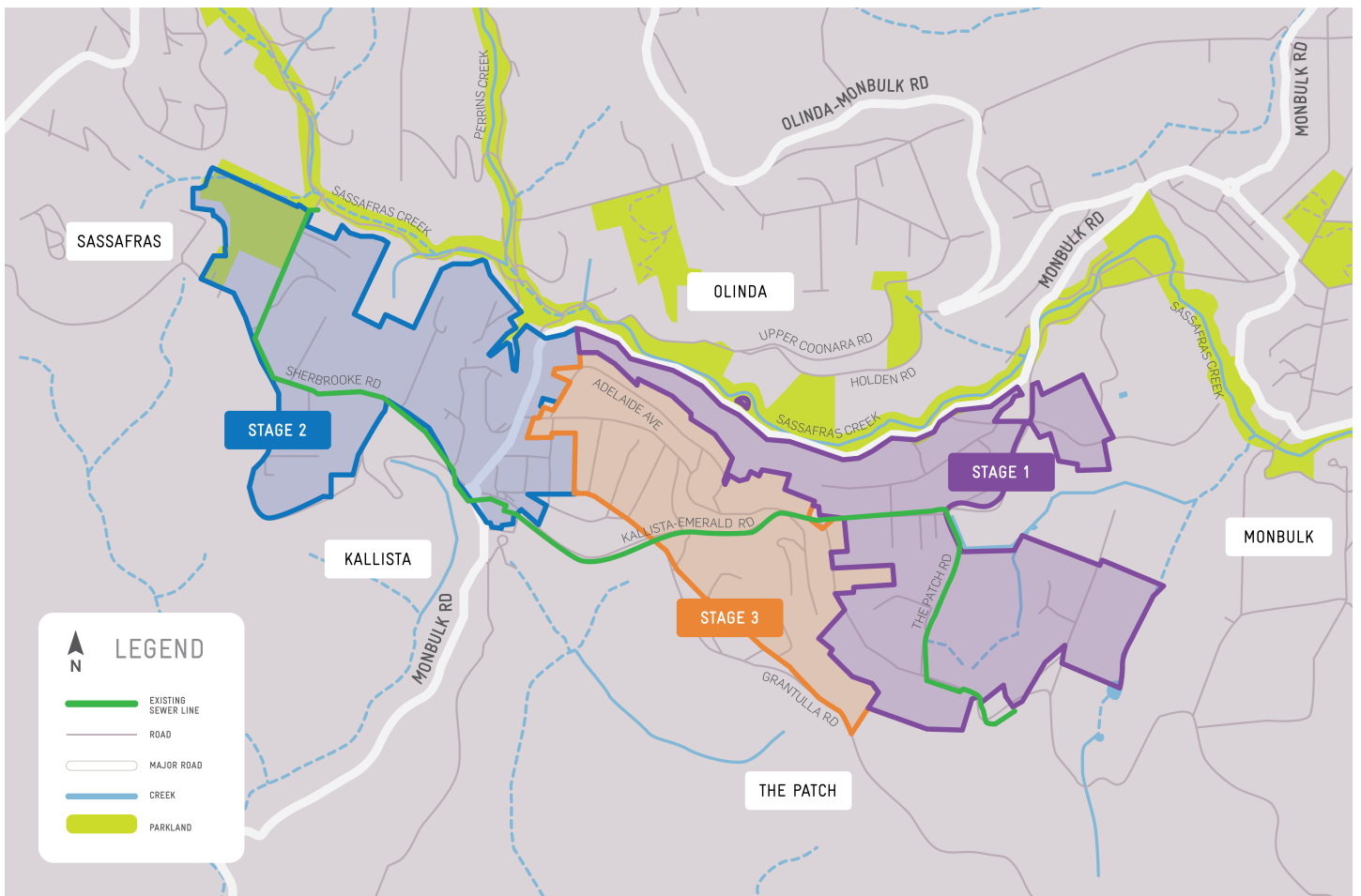
Building a new sewerage system is a complex job that takes time. You'll see us in your neighbourhood for the next couple of years. During this time, we'll do our best to minimise disruption to your daily lives.

We'll let you know what's happening where and when and do our best to keep you going about your business as usual.

The project has been designed and delivered in three stages:

- Stage 1: The Patch and part of Kallista
- Stage 2: Sherbrooke and Kallista, including the shops on Monbulk Road
- Stage 3: Kallista and a small part of The Patch





Map of the Kallista project area [\[https://media-2.yvw.com.au/inline-files/YVW\\_Kallista\\_Map\\_Stage2-F%20%281%29\\_0.pdf\]](https://media-2.yvw.com.au/inline-files/YVW_Kallista_Map_Stage2-F%20%281%29_0.pdf)

## Project updates

### June 2022

Construction of Kallista Stages 1 and 2 has started. Work is being delivered by Melbourne Pipelines in Stage 1, and Interflow has recently started Stage 2.

For customers living in these areas, [now is the time to book your pressure sewer consultation](https://www.yvw.com.au/bookPSSA) [\[www.yvw.com.au/bookPSSA\]](https://www.yvw.com.au/bookPSSA). A consultation with our specialists contractor, Pressure Sewer Services Australia (PSSA), is your opportunity to talk about your preferred location for the sewerage equipment to be installed on your property. We can also explain how the system work, the installation process and answer any questions you may have.

The consultation takes about an hour. After we've finalised the design with you, the installation work can be scheduled.

[Book your consultation today](http://www.yvw.com.au/bookPSSA) [www.yvw.com.au/bookPSSA]

We're finalising design of Stage 3 and we expect construction will commence in early 2023.

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## October 2021

Click on the image below to read our latest Kallista Community Sewerage Program update:



[[https://media-2.yvw.com.au/inline-files/20210902\\_csp\\_kallista\\_community%20update.pdf](https://media-2.yvw.com.au/inline-files/20210902_csp_kallista_community%20update.pdf)]

[Download the Kallista update here](https://media-2.yvw.com.au/inline-files/20210902_csp_kallista_community%20update_0.pdf) [https://media-2.yvw.com.au/inline-files/20210902\_csp\_kallista\_community%20update\_0.pdf]

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## June 2020

Currently, we are in the planning stage of this project and are implementing a number of site investigations and studies. We expect to complete the detailed design in early 2021.

Recently, we completed a significant number of topographical and ecological surveys. We also undertook ground condition investigations at several locations. These geotechnical surveys provide soil and rock samples that enable us to identify potential construction impacts and determine the type of equipment needed for the construction of the sewerage pipeline. They were completed in public land only, such as in parks, reserves or along the side of the road.

These investigations and studies help us to ensure that our final design has minimal environmental impacts and community disruption when we start construction.

While our planning work is being completed, you will notice some minor construction activity in your local area. Works at each site will take less than one day, and once completed, any disturbed surfaces will be reinstated.

We don't expect this work to disrupt your everyday activities. However, should we need to access your property, we will be in contact with you.

Thanks for your continued interest in our Kallista Stage 2 project and your patience as we progress our investigations and assessments.

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## August 2019

Letters were sent this month, advising residents and property owners within the project area about providing a connection point to the proposed piped pressure sewerage pipes to be built as part of the Community Sewerage Program.

We will be at the Kallista Community Market if you would like to see us in person to talk about the project. Details for the market are as follows:

**Date:** Saturday, 7 September 2019  
**Time:** 9:00am to 1:00pm  
**Location:** 2 Church Street, Kallista

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## April 2019

Detailed design for all packages of Kallista Sewerage Project Stage 2 will commence in April 2019.

Land Capability Assessments of all properties within the investigation area are almost complete and results will be known shortly.

## Contact us

If you have any questions or feedback about this project, please contact the project manager for your area:

Stages 1 & 3: Alec Wood, [9872 1907](tel:0398721907)<sup>[tel:0398721907]</sup>, [alec.wood@yvw.com.au](mailto:alec.wood@yvw.com.au)<sup>[mailto:alec.wood@yvw.com.au]</sup>

Stage 2: Aaron Kee, [9872 1627](tel:98721627)<sup>[tel:98721627]</sup>, [aaron.kee@yvw.com.au](mailto:aaron.kee@yvw.com.au)<sup>[mailto:aaron.kee@yvw.com.au]</sup>

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We proudly acknowledge the traditional custodians of the land on which we work and live, and pay respect to their Elders past and present. We recognise and value the continuing rich culture and the contribution of Aboriginal people and communities to the Victorian community.

# COMMUNITY SEWERAGE PROGRAM



## WORKS NOTIFICATION – SEWERAGE CONNECTION POINT INSTALLATION

Our contractor, Interflow, has started to construct new sewer pipelines in your area as part of the program to bring piped sewerage to Kallista.

Most of the work will be by the side of the road and in nature strips, and some minor works will be needed in and near your property boundary.

### Works on your property

As your property is part of the Community Sewerage Program, we'll need access to install pipework from the street to inside your property boundary. This work involves minor excavation inside your property, as well as on the footpath or side of the road in front of your property.

### Location of your connection point

Today 28 / 06 / 22 we've installed a wooden peg marking the location for the sewerage connection point to your property using a painted wooden peg.

Our engineers have assessed your property and chosen this location, taking into consideration:

- The environment (trees, garden beds, water ways, embankments)
- Existing power, gas and water infrastructure
- Accessibility and safety for machinery and people
- The location of current and future sewerage equipment on your property.

Interflow will return to your property in approximately seven days to install the connection point to your property.

When you're ready to connect, you'll need to pay your plumber to connect your household plumbing to the pressure sewer unit on your property, *not* this connection point.

### What do you need to do?

If you're happy with the location, there is nothing you need to do - we'll install the connection point at the pegged location.

If you have concerns with the connection point location, or would like to suggest an alternative location, please call Interflow within the next seven days.

Contact Project Foreman Sam Plowright on 0407 919 732 to arrange a time to assess the feasibility of an alternative location.

### How your property connection will be installed

- A horizontal directional drilling machine is used to do most of the work. By boring under driveways and nature strips, it minimises disturbance to the ground and vegetation above.
- If we can't use a horizontal directional drill, your property connection will be installed using a small excavator or high-pressure water digger.
- We may need to dig in nature strips, driveways and roadsides as part of this work. We'll restore these areas as close as possible to the condition they were in before these works, when construction is finished.

### Timing of work

Works will occur between 7am and 5pm, Monday to Friday, and between 9am and 3pm on Saturdays.

### Thank you

We'll make every effort to complete these works quickly and with as little impact as possible on you and the community. Thank you in advance for your patience and understanding as we complete these works that will deliver better health and environmental outcomes for your local community.

## Contact us

If you have questions about the planned works within your property or construction of the sewer, contact Interflow's Project Foreman Sam Plowright on **0407 919 732**.

For information about the Community Sewerage Program for Kallista, contact Yarra Valley Water's Project Manager Aaron Kee on **9872 1627** or **Aaron.Kee@yvw.com.au**.


You can also visit us in person at our Monbulk shop, open every Monday from 10am to 4pm, at 74 Main Road, Monbulk (next to the newsagents).


## More information

More information about this program, including a map of the area to be serviced, is available at **yvw.com.au/Kallista**.


### KEEPING YOU INFORMED

We are committed to keeping you informed and will provide regular updates. For more information about the Community Sewerage Program contact:

 **9872 2551**

 **communitysewerage@yvw.com.au**

 **yvw.com.au/csp**

 **Pop up information shop - 74 Main Road, Monbulk. Open Mondays 10am-4pm, or by appointment**

### LANGUAGE ASSISTANCE

العربية 1300 914 361

廣東話 1300 921 362

Ελληνικά 1300 931 364

普通话 1300 927 363

For other language assistance, please call (03) 9046 4173.

# COMMUNITY SEWERAGE PROGRAM



## KALLISTA PROJECT UPDATE – SEPTEMBER 2021

**We're pleased to let you know that work on the Kallista sewerage system is progressing well and construction works will begin in early 2022.**

Over 800 properties in the Kallista area, including parts of Sherbrooke and The Patch, will receive a connection point to the new system, giving property owners the option to let us take care of their wastewater.

No more septic tanks, boggy yards, unpleasant odours and polluted waterways

Although you haven't heard from us in a while, we've been busy behind the scenes designing and preparing to construct the sewerage system. The project is more complex than most, and we've had to factor in lots of hills, floating rock, existing infrastructure and the beautiful environment we want to protect.

### **What is the Community Sewerage Program?**





Our Community Sewerage Program aims to bring a piped sewerage system to suburbs where properties are still using septic tank systems.

Many of these systems are not up to standard and are a potential risk to public health, local waterways and the environment.



## What you need to know

### Every property will receive a sewerage connection point.

-  Whether you plan to connect or not, we will install a sewerage connection point at your property for the future.
-  Our contractors will need access to your property to install the connection point.
-  You do not have to connect if your onsite wastewater system is working to EPA and council standard.
-  There is no cost to you for the connection point.

## Do I have to connect?

Once it's ready, you don't have to connect to the new sewerage system, provided your onsite sewerage system is working effectively and in accordance with the EPA *Code of practice - onsite wastewater management* ([epa.vic.gov.au](http://epa.vic.gov.au)) and council septic tank permit conditions.

## When can I connect?

Once we've constructed and tested the sewerage system, we'll let you know how and when you can connect. We expect connections to be available, progressively, in 18-24 months from now.

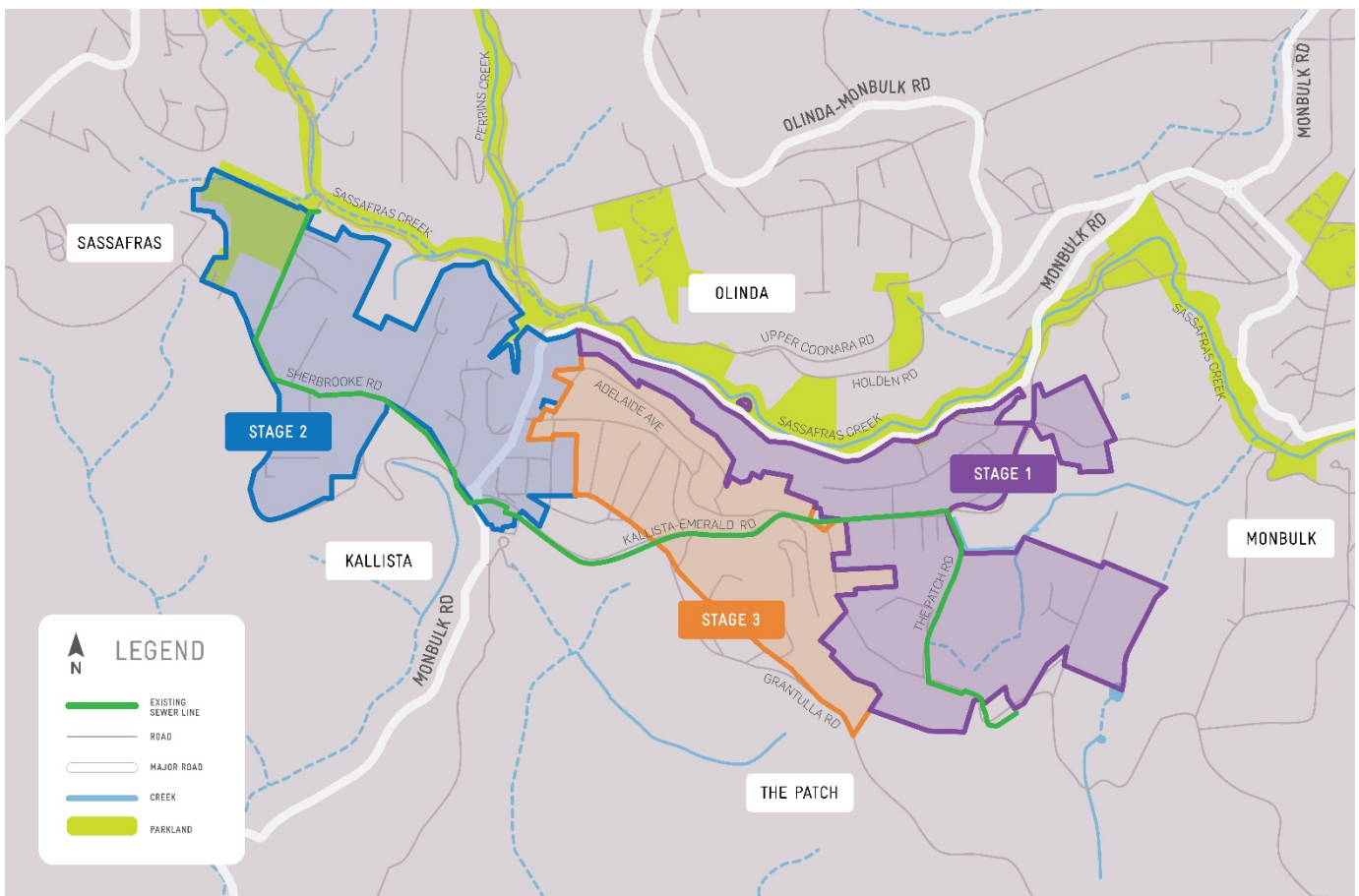
## How and when will works be delivered?

Starting in the first quarter of 2022, the Kallista project will be delivered in three stages over approximately two years.

We'll be in touch with customers in each stage to let you know when works are starting in your area and to provide you with more information.

Please refer to the map below to determine which stage you're in.

## Map of the Kallista Community Sewerage Program area





## What's next?

You don't need to do anything right now - however you're welcome to register your interest for a consultation appointment using our online form at [yvw.com.au/PSUappt](http://yvw.com.au/PSUappt) or the QR code below.

When government restrictions allow, our delivery partner, Pressure Sewer Services Australia, who undertakes this specialist work on our behalf will be in touch to book a time to meet with you at your property.

This obligation-free consultation provides you with the opportunity to ask questions and discuss the location for the sewer equipment on your property. The installation can be scheduled following the appointment if you choose to proceed.



### REGISTER YOUR INTEREST FOR A CONSULTATION APPOINTMENT

Keen to understand what a pressure sewer system means for you?

When government restrictions allow, we'll visit you at your property. **Book here.**



## How much does it cost to connect?

We pay for the cost of constructing the piped pressure sewerage system, your connection point, consultation appointment, pressure sewer equipment and its installation.

You're responsible for the following:

- A plumber to safely disconnect your existing septic tank and connect your property's plumbing to the new pressure sewer unit. For most properties, this cost will be around \$3,000 to \$6,000. The cost may be more for some properties depending on things like the distance of your house to the pressure sewer unit, ease of access to your pipes and the compliance of your property's existing plumbing.
- Once your property is connected, there will be on ongoing sewerage charges. Currently, these are approximately \$580 per year per household, depending on how much water your property uses ([yvw.com.au/fees-and-charges](http://yvw.com.au/fees-and-charges)).
- You will also need to pay electricity costs associated with the pressure sewer unit which are approximately \$40 to \$70 per year.

## More information

You can find more information at [yvw.com.au/Kallista](http://yvw.com.au/Kallista).

For any other queries, please contact Yarra Valley Water's Senior Project Manager, Dean Anderson, on 9872 1891 or email [dean.anderson@yvw.com.au](mailto:dean.anderson@yvw.com.au).

### KEEPING YOU INFORMED

We are committed to keeping you informed and will provide regular updates. For more information about the Community Sewerage Program contact:

- Any questions? Call 9872 2551**
- [communitysewerage@yvw.com.au](mailto:communitysewerage@yvw.com.au)
- [yvw.com.au/csp](http://yvw.com.au/csp)

### LANGUAGE ASSISTANCE

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# WORKING COVIDSAFE

We're working COVIDSafe to ensure we keep taps flowing and toilets flushing.

Our staff and contractors follow physical distancing and good hand hygiene and wear personal protective equipment as required.

For more information about our coronavirus (COVID-19) response and customer support options go to [yvw.com.au](http://yvw.com.au).



### WE'RE HERE TO HELP

If you need support to pay your bill we can help. Please call us on **1800 994 789** weekdays for a confidential chat or go to [yvw.com.au](http://yvw.com.au) to find out more.

# PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 17 August 2022 04:34 PM

## PROPERTY DETAILS

Address: **33 SHERBROOKE LODGE ROAD SHERBROOKE 3789**  
Lot and Plan Number: **Lot 2 PS448090**  
Standard Parcel Identifier (SPI): **2\PS448090**  
Local Government Area (Council): **YARRA RANGES**  
Council Property Number: **221101**  
Directory Reference: **Melway 75 G4**

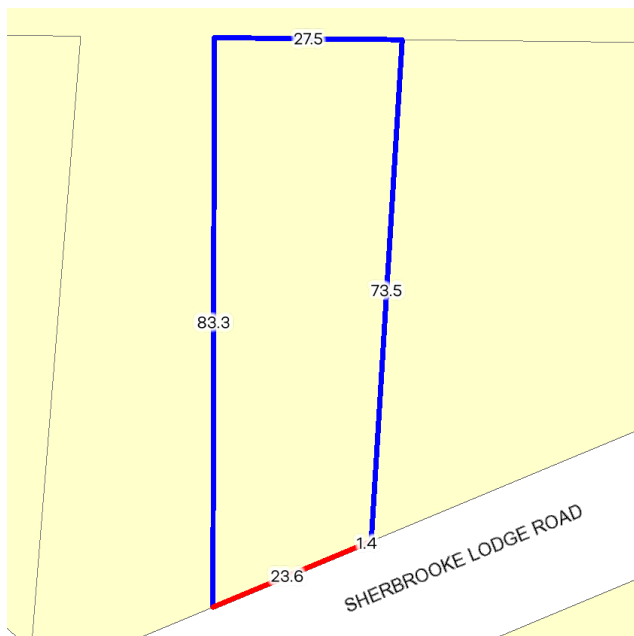
[www.yarraranges.vic.gov.au](http://www.yarraranges.vic.gov.au)

**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:** 1970 sq. m

**Perimeter:** 209 m

For this property:

— Site boundaries

— Road frontages

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

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

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

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**  
Legislative Assembly: **MONBULK**

## PLANNING INFORMATION

**Planning Zone** [GREEN WEDGE A ZONE \(GWAZ\)](#)  
[GREEN WEDGE A ZONE - SCHEDULE 1 \(GWAZ1\)](#)

**Planning Overlay** [BUSHFIRE MANAGEMENT OVERLAY \(BMO\)](#)  
[HERITAGE OVERLAY \(HO\)](#)  
[HERITAGE OVERLAY - SCHEDULE \(HO304\)](#)  
[SIGNIFICANT LANDSCAPE OVERLAY \(SLO\)](#)  
[SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9 \(SLO9\)](#)

# PROPERTY REPORT

Planning scheme data last updated on 10 August 2022.

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

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

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

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

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

## Area Map



0 ————— 85 m

 Selected Property

# 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](https://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.