

LAND OWNERS INFORMATION PACK

STAGE 1 | SEPTEMBER 2017



T H E
V I N E S

www.developmentedge.com.au

This report has been prepared by the office of Spiire on behalf of The Vines (Shepparton) Pty Ltd.

144 Welsford Street PO Box 926 **Shepparton** Victoria 3632 Australia

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T H E V I N E S

The purpose of this information?

This information has been provided on behalf of the developer as a summary of the key features and requirements at The Vines Estate, Shepparton.

The following information is included in this report:

- Easements
- Water & Sewer Property Connections
- Underground Electrical
- Gas Supply
- Bushfire Attack Level (BAL)
- Protective Covenants
- Plan of Subdivision
- And, Engineering Plans.



Easements

An easement is a section of land registered on your title which gives someone the right to use the land for a specific purpose even though they are not the land owner. A common example of this is a sewer easement.

If you wish to build over an easement, you will need to get consent from whoever the easement is vested in e.g. Goulburn Valley Water. For information on easement locations please refer to your property title.

Water and Sewerage Property Connections

The Vines Estate is serviced by town water and reticulation sewer. Each property has a pre tapped water and sewer connection. These connections have been brought within the boundary of each property. Information of the location and depth of the property connection can be found at Goulburn Valley Water.

Underground Electrical

The Vines Estate is serviced by underground electricity, each property has been supplied with an electrical pit at its boundary where connection is to be taken from. For any issues during connection please contact Powercor Australia.

Gas Supply

The Vines Estate is serviced by underground Natural Gas, each property has been supplied with a pre tapped connection at the front of the property. For any connection issues please contact Envestra.

Bushfire Attack Level (BAL)

The Vines Estate is not within a bushfire attack prone area. For further information on this please refer the Appendix A of this report.

Protective Covenants

For information of the protective covenants at The Vines Estate please refer to Appendix B of this report.





Appendix A

Bushfire Attack Level Report



Designated Bushfire Prone Areas

from www.planning.vic.gov.au on 12 September 2017 03:43 PM

Address: 40 SOUTHDOWN STREET SHEPPARTON 3630

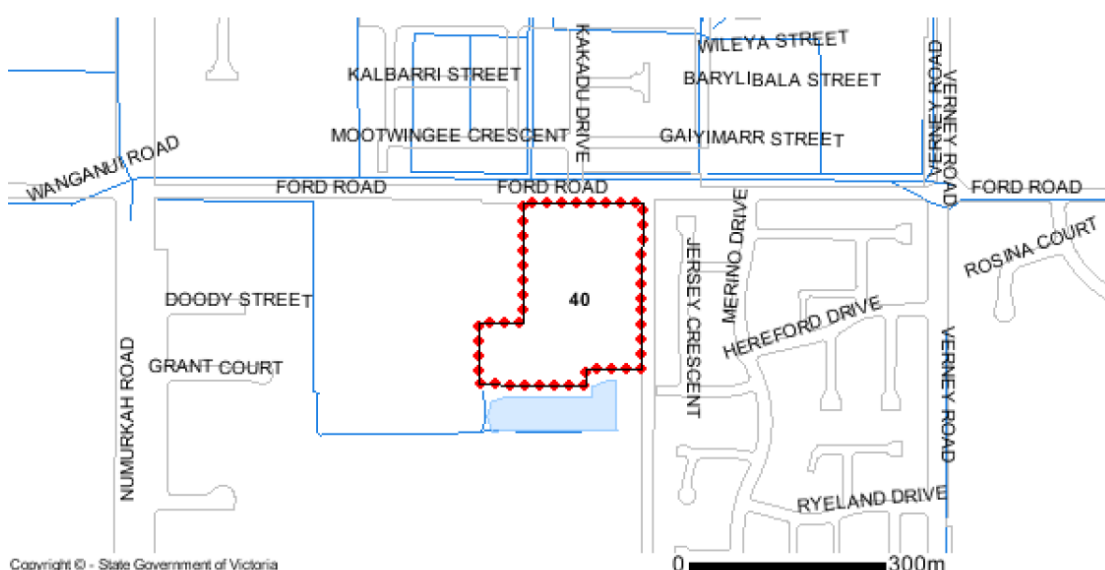
Lot and Plan Number: Lot 1 PS744544

Local Government (Council): GREATER SHEPPARTON **Council Property Number:** 207047

Directory Reference: VicRoads 673 Q2

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

Designated Bushfire Prone Area Map



Bushfire Prone Area Legend

	Bushfire Prone Area		Selected Land
	Railway		Tram
	River, stream		Lake, waterbody

Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011, as amended by gazette notices on 25 October 2012, 8 August 2013, 30 December 2013, 3 June 2014, 22 October 2014, 29 August 2015, 21 April 2016, 18 October 2016 and 2 June 2017.

The Building Interim Regulations 2017 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed via the Bushfire Prone Areas Map Service at <http://services.land.vic.gov.au/maps/bushfire.jsp> or at the relevant local council.

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

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website www.vba.vic.gov.au

Copies of the Building Act and Building Regulations are available from www.legislation.vic.gov.au

For Planning Scheme Provisions in bushfire areas visit Planning Schemes Online

For Planning Scheme Provisions for this property return to the GetReports list and select the Planning Property Report.

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Read the full disclaimer at www.land.vic.gov.au/home/copyright-and-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 32(2)(dc) of the Sale of Land 1962 (Vic).



Environment,
Land, Water
and Planning



Appendix B

Protective Covenants





T H E
VINES

**COVENANT TO BE INSERTED IN TRANSFER
LOT 9**

AND the Transferee with the intention that the benefit of this Covenant shall be attached to and run at law and in equity with every Lot on Plan of Subdivision No. (the Plan) other than the Lot hereby transferred (burdened land) and that the burden of this Covenant shall be annexed to and run at law and in equity with the burdened land does hereby for himself, his heirs, executors, administrators and transferees, and as separate Covenant covenants with the Transferor and the registered proprietor or proprietors for the time being of every Lot on the Plan and every part or parts thereof other than the burdened land hereby transferred, that the Transferee, his heirs, executors, administrators and transferees shall not at any time:

1. On the burdened land or any part or parts thereof:
 - (a) build, construct or erect or cause or permit to be built, constructed or erected any building other than one private dwelling house (constructed of all new materials) having an area of not less than 170 square metres within the outer walls thereof (such area to be calculated by excluding the area of any carports, workshops, garages, terraces, patios, pergolas or verandahs attached to such house) provided that nothing herein contained shall prohibit the erection on the said land of a garage and/or other normal residential outbuildings where a private dwelling house is or is being erected on the said land.
 - (b) build, construct or erect or cause or permit to be built, constructed or erected any garage and/or normal residential outbuilding having a height greater than 4 metres which together have a total aggregate floor area greater than 80 square metres, provided that in calculating such total aggregate area of 80 square metres:
 - (i) the floor area of any garage which is incorporated as an integral part of the structure of a dwelling house constructed on the said land shall be ignored; and
 - (ii) the floor area of any normal residential outbuilding with a floor area not exceeding 10 square metres shall be ignored;and further provided that nothing herein contained shall be construed as limiting the height of any garage which is incorporated as an integral part of the structure of a dwelling house constructed on the said land.
 - (c) build, construct or erect or cause or permit to be built, constructed or erected any fence on the title boundaries (excluding the front boundary) other than a Colourbond fence of 1.8 metres in height of a "Teatree" colour. This height shall reduce in accordance with normal fencing design in the first two panels of each side boundary from the front boundary. This shall not apply to any part of the dwelling construction forming part of the title boundary.
 - (d) move thereon any building which has been wholly or partly completed nor any part thereof.
 - (e) build, construct or erect or cause to be built, constructed or erected within the rear northern boundary fence any gate, gateway or entry/exit point.
2. Use the burdened land for business purposes (with the exception of "Home Occupation" as defined in Clause 52.11 of the Greater Shepparton Planning Scheme) or as a depot.

PROVIDED always that the Transferor reserves the right to release, vary, add to or modify these Covenants in relation to other land of the Transferor including other land in the said Plan of Subdivision.

AND it is intended that the above Covenant shall appear on the Certificate of Title to issue for the said Lot hereby transferred and run at law and in equity with the said Lot.





T H E
VINES

**COVENANT TO BE INSERTED IN TRANSFER
LOTS 1-8**

AND the Transferee with the intention that the benefit of this Covenant shall be attached to and run at law and in equity with every Lot on Plan of Subdivision No. (the Plan) other than the Lot hereby transferred (burdened land) and that the burden of this Covenant shall be annexed to and run at law and in equity with the burdened land does hereby for himself, his heirs, executors, administrators and transferees, and as separate Covenant covenants with the Transferor and the registered proprietor or proprietors for the time being of every Lot on the Plan and every part or parts thereof other than the burdened land hereby transferred, that the Transferee, his heirs, executors, administrators and transferees shall not at any time:

1. On the burdened land or any part or parts thereof:
 - (a) build, construct or erect or cause or permit to be built, constructed or erected any building other than one private dwelling house (constructed of all new materials) having an area of not less than 170 square metres within the outer walls thereof (such area to be calculated by excluding the area of any carports, workshops, garages, terraces, patios, pergolas or verandahs attached to such house) provided that nothing herein contained shall prohibit the erection on the said land of a garage and/or other normal residential outbuildings where a private dwelling house is or is being erected on the said land.
 - (b) build, construct or erect or cause or permit to be built, constructed or erected any garage and/or normal residential outbuilding having a height greater than 4 metres which together have a total aggregate floor area greater than 60 square metres, provided that in calculating such total aggregate area of 60 square metres:
 - (i) the floor area of any garage which is incorporated as an integral part of the structure of a dwelling house constructed on the said land shall be ignored; and
 - (ii) the floor area of any normal residential outbuilding with a floor area not exceeding 10 square metres shall be ignored;and further provided that nothing herein contained shall be construed as limiting the height of any garage which is incorporated as an integral part of the structure of a dwelling house constructed on the said land.
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T H E VINES

COVENANT TO BE INSERTED IN TRANSFER LOTS 10, 37, 38, 49 & 50

AND the Transferee with the intention that the benefit of this Covenant shall be attached to and run at law and in equity with every Lot on Plan of Subdivision No. (the Plan) other than the Lot hereby transferred (burdened land) and that the burden of this Covenant shall be annexed to and run at law and in equity with the burdened land does hereby for himself, his heirs, executors, administrators and transferees, and as separate Covenant covenants with the Transferor and the registered proprietor or proprietors for the time being of every Lot on the Plan and every part or parts thereof other than the burdened land hereby transferred, that the Transferee, his heirs, executors, administrators and transferees shall not at any time:

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T H E
VINES

**COVENANT TO BE INSERTED IN TRANSFER
LOTS 11-36, 39-48 & 51-53**

AND the Transferee with the intention that the benefit of this Covenant shall be attached to and run at law and in equity with every Lot on Plan of Subdivision No. (the Plan) other than the Lot hereby transferred (burdened land) and that the burden of this Covenant shall be annexed to and run at law and in equity with the burdened land does hereby for himself, his heirs, executors, administrators and transferees, and as separate Covenant covenants with the Transferor and the registered proprietor or proprietors for the time being of every Lot on the Plan and every part or parts thereof other than the burdened land hereby transferred, that the Transferee, his heirs, executors, administrators and transferees shall not at any time:

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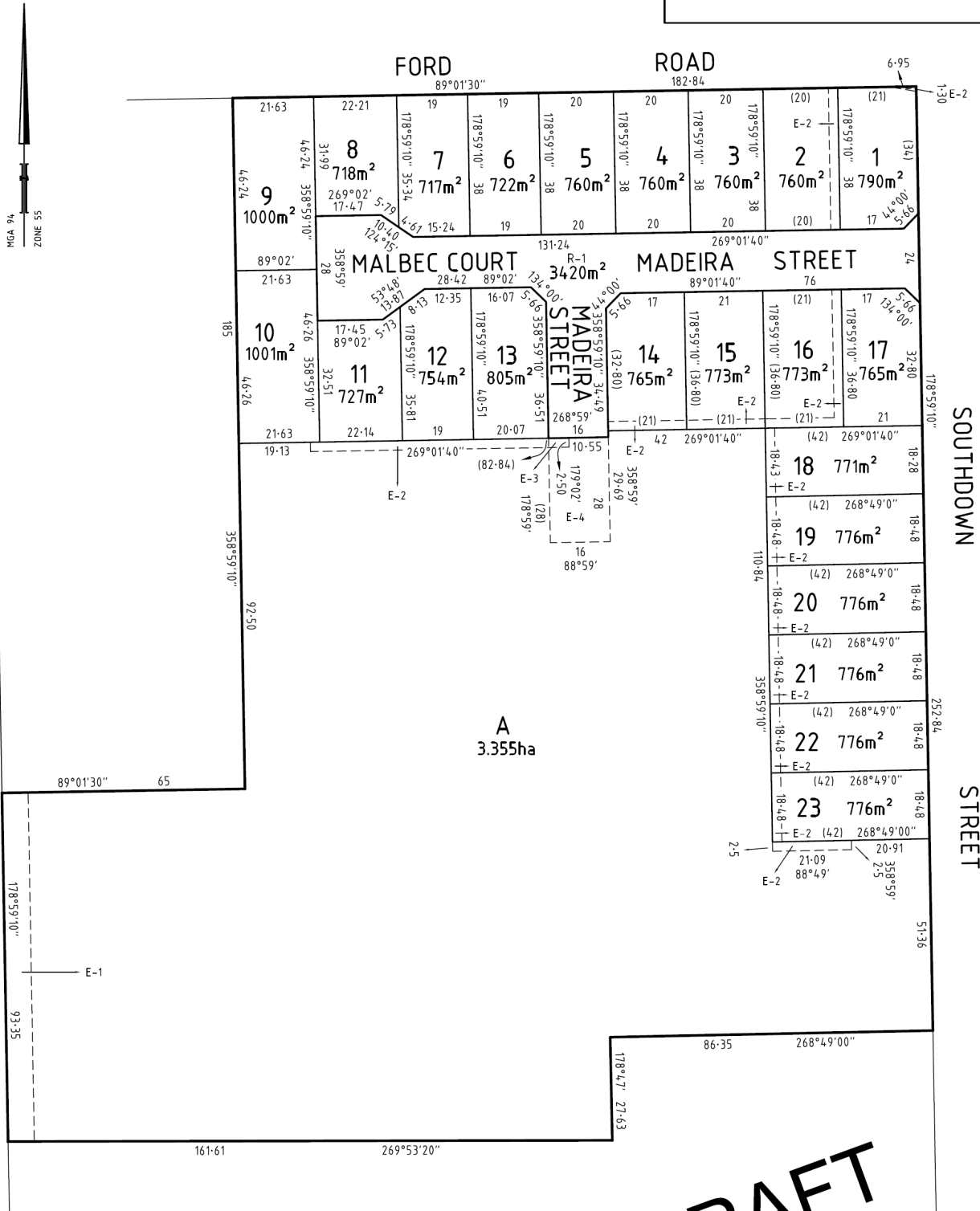


Appendix C

Plan of Subdivision



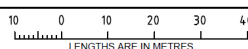
PS807298X



spiire

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Shepparton Vic 3632
T 61 3 5849 1000
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SCALE
1: 1000



Licensed Surveyor: Mark C Sargent
Ref: 303881SV00
Version: 1

ORIGINAL SHEET
SIZE: A3

SHEET 2



Appendix D

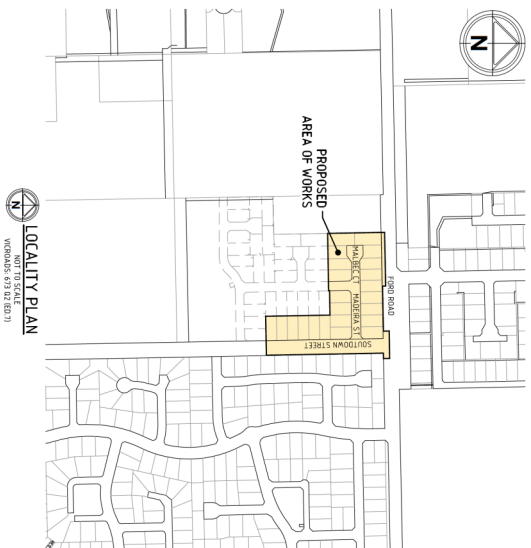
Engineering Detail Plans



**THE VINES ESTATE
STAGE 1 (PERMIT NO. 2016-513)
THE VINES (SHEPPARTON) PTY LTD**

GENERAL NOTES:

- 1 ALL LEVELS ARE TO MATCH LIFT HEIGHT DATA AND ALL COMPONENTS ARE TO BE
- 2 100% WELDED TO THE DESIGN.
- 3 ALL JOINTS ARE TO BE WELDED TO THE DESIGN.
- 4 ALL JOINTS ARE TO BE WELDED TO THE DESIGN.
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- 29 ALL JOINTS ARE TO BE WELDED TO THE DESIGN.
- 30 ALL JOINTS ARE TO BE WELDED TO THE DESIGN.

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SERVICE LOCATION TABLE

ROAD NAME	POTABLE WATER		GAS		NBN (TELECOM)		ELECTRICITY	
	SIDE	OFFSET	SIDE	OFFSET	SIDE	OFFSET	W/FE/DB/E	W/FE/DB/E
FERRO ROAD	N	0.00	N	0.00	N	0.00	N	0.00
SOUTHLAND STREET	N	3.80	E	15.00	S	8.55	N	0.00
MURDER STREET	N/E	2.55	N/E	1.50	S/W	1.50	N	1.50
CHURCH COURT	N	2.25	N	1.95	N	1.80	N	2.20

1. TELECOMMUNICATIONS AND ELECTRICAL CABLES TO BE CONSTRUCTED IN A COMMON TRENCH.
2. GAS AND WATER MAINS TO BE CONSTRUCTED IN A COMMON TRENCH.
3. * = OFFSET FROM BACK OF KERB



WARNING

THE LOCATION OF SERVICES ARE APPROXIMATE ONLY AND THEIR EXACT POSITION SHOULD BE PROVEN ON SITE. NO GUARANTEE IS GIVEN THAT ALL EXISTING SERVICES ARE SHOWN. SPECIAL CONSIDERATION SHOULD BE GIVEN TO CONSTRUCTION PROCEDURES UNDER OVERHEAD ELECTRICITY TRANSMISSION LINES.

[illegible]

144 Welsford Street Shepparton
Victoria 3632 Australia T 61 3 5849 1000
spilire.com.au ABN 55 050 029 635



1000

Data

Rev

THE VINES ESTATE
STAGE 1 (PERMIT NO. 2016-513)
DESIGN PLAN
FACE SHEET
CITY OF GREATER SHEPPARTON
THE VINES (SHEPPARTON) PTY LTD

PRELIMINARY **303881C**

Dwg No

[illegible]

