


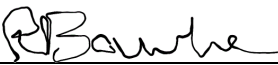
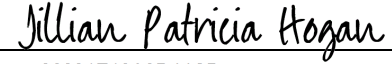
Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land	Crown Allotment 14G Parish of Marong (part of 37 Wicks Road, Maiden Gully 3551)	
Vendor's name	Janice Felstead (as Executor of the Estate of Joan Heard)	Date
Vendor's signature	DocuSigned by:  02 october 2023 B87780B617EB490...	
Vendor's name	Rosanne Jeanne Bourke (as Executor of the Estate of Joan Heard)	Date
Vendor's signature	DocuSigned by:  02 october 2023 67E9705C4FEF4A0...	
Vendor's name	Jillian Patricia Hogan (as Executor of the Estate of Joan Heard)	Date
Vendor's signature	DocuSigned by:  03 october 2023 86831E19A9D44CB...	
Purchaser's name		Date
Purchaser's signature		
Purchaser's name		Date
Purchaser's signature		

FINANCIAL MATTERS

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

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

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

	To	
--	----	--

Other particulars (including dates and times of payments):

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

2 INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3 LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

To the best of the Vendors' knowledge there is no existing failure to comply with any easement, covenant or other similar restriction

3.2. Road Access

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

☐

3.3. Designated Bushfire Prone Area

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

☒

3.4. Planning Scheme

Attached is a certificate with the required specified information.

4 NOTICES**4.1. Notice, Order, Declaration, Report or Recommendation**

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

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:

Not Applicable.

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:

Not Applicable.

5 BUILDING PERMITS

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

Not Applicable.

6 OWNERS CORPORATION

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

Not Applicable.

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not Applicable.

8 SERVICES

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

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

9 TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10 SUBDIVISION**10.1. Unregistered Subdivision**

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

Not Applicable.

10.2. Staged Subdivision

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

Not Applicable.

10.3. Further Plan of Subdivision

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

Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable.

12 DUE DILIGENCE CHECKLIST

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

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

13 ATTACHMENTS

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

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

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

--

PROPERTY REPORT



From www.planning.vic.gov.au at 28 July 2023 08:42 AM

PROPERTY DETAILS

Address: 37 WICKS ROAD MAIDEN GULLY 3551

Lot and Plan Number: This property has 4 parcels. See table below

Standard Parcel Identifier (SPI): See table below

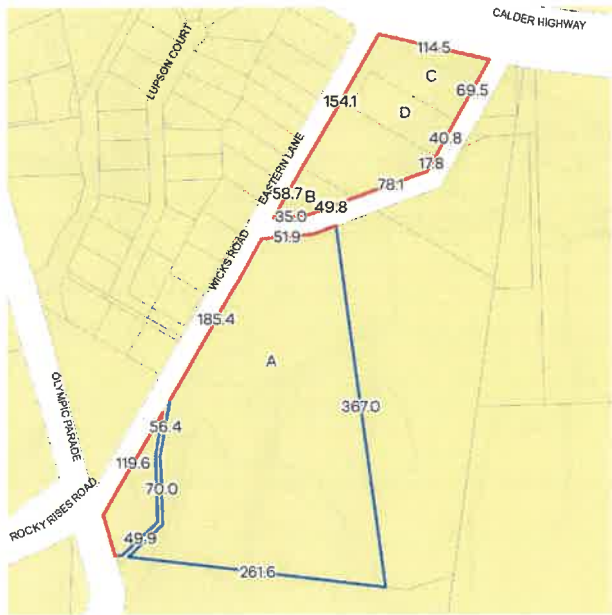
Local Government Area (Council): GREATER BENDIGO www.bendigo.vic.gov.au

Council Property Number: 201732

Directory Reference: Vicroads 606 H7

SITE DIMENSIONS

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



Area: 82969 sq. m (8.30 ha)

Perimeter: 2013 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.

6 overlapping dimension labels are not being displayed

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

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

PARCEL DETAILS

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

Lot/Plan or Crown Description	SPI
A Lot 1 LP27371	1\LP27371
PARISH OF MARONG	
B Allot. 37G1	37G1\PP3068
PARISH OF SANDHURST	
C Allot. 14G Sec. L	14G~L\PP3473
D Allot. 14G1 Sec. L	14G1~L\PP3473

UTILITIES

Rural Water Corporation: Goulburn-Murray Water

Urban Water Corporation: Coliban Water

Melbourne Water: Outside drainage boundary

Power Distributor: POWERCOR

STATE ELECTORATES

Legislative Council: NORTHERN VICTORIA

Legislative Assembly: BENDIGO WEST

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PROPERTY REPORT



Environment,
Land, Water
and Planning

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

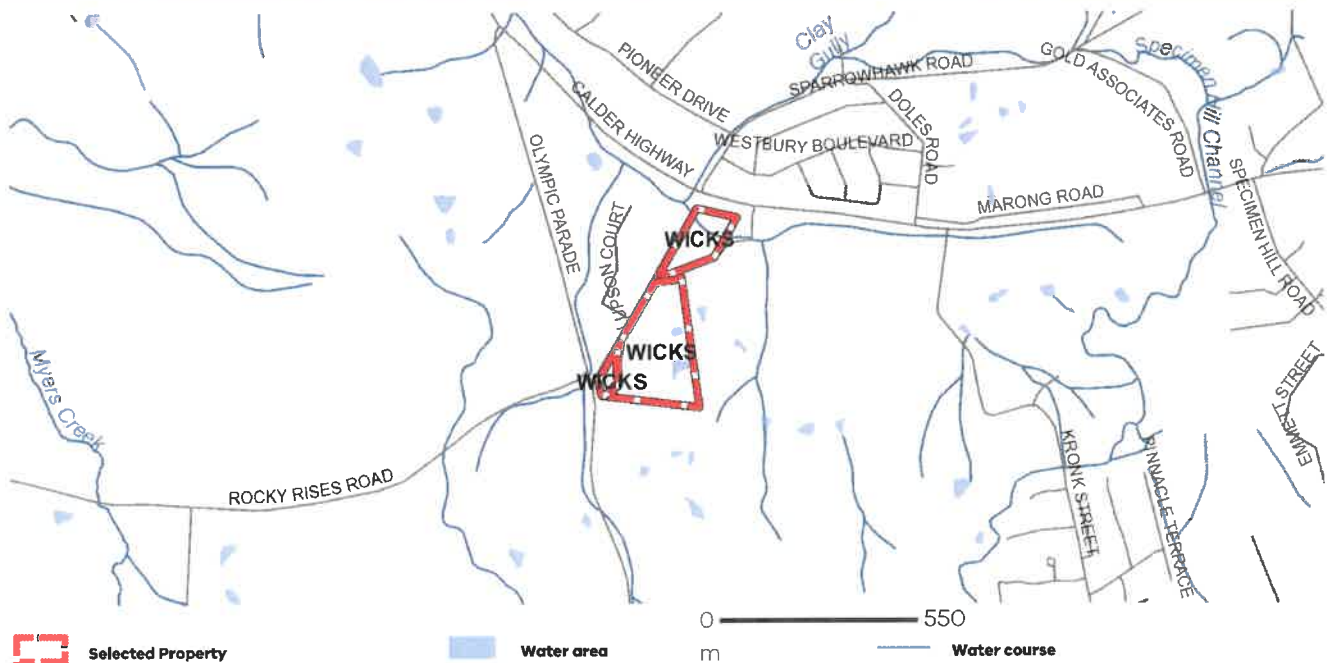
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map



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PROPERTY REPORT: 37 WICKS ROAD MAIDEN GULLY 3551

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 27 July 2023 07:35 AM

PROPERTY DETAILS

Address:

37 WICKS ROAD MAIDEN GULLY 3551

Lot and Plan Number:

More than one parcel - see link below

Standard Parcel Identifier (SPI):

More than one parcel - see link below

Local Government Area (Council):

GREATER BENDIGO

www.bendigo.vic.gov.au

Council Property Number:

201732

Planning Scheme:

Greater Bendigo

[Planning Scheme - Greater Bendigo](#)

Directory Reference:

Vicroads 606 H7

This property has 4 parcels. For full parcel details get the free Property report at [Property Reports](#)

UTILITIES

Rural Water Corporation:

Goulburn-Murray Water

Urban Water Corporation:

Coliban Water

Melbourne Water:

Outside drainage boundary

Power Distributor:

POWERCOR

STATE ELECTORATES

Legislative Council:

NORTHERN VICTORIA

Legislative Assembly:

BENDIGO WEST

OTHER

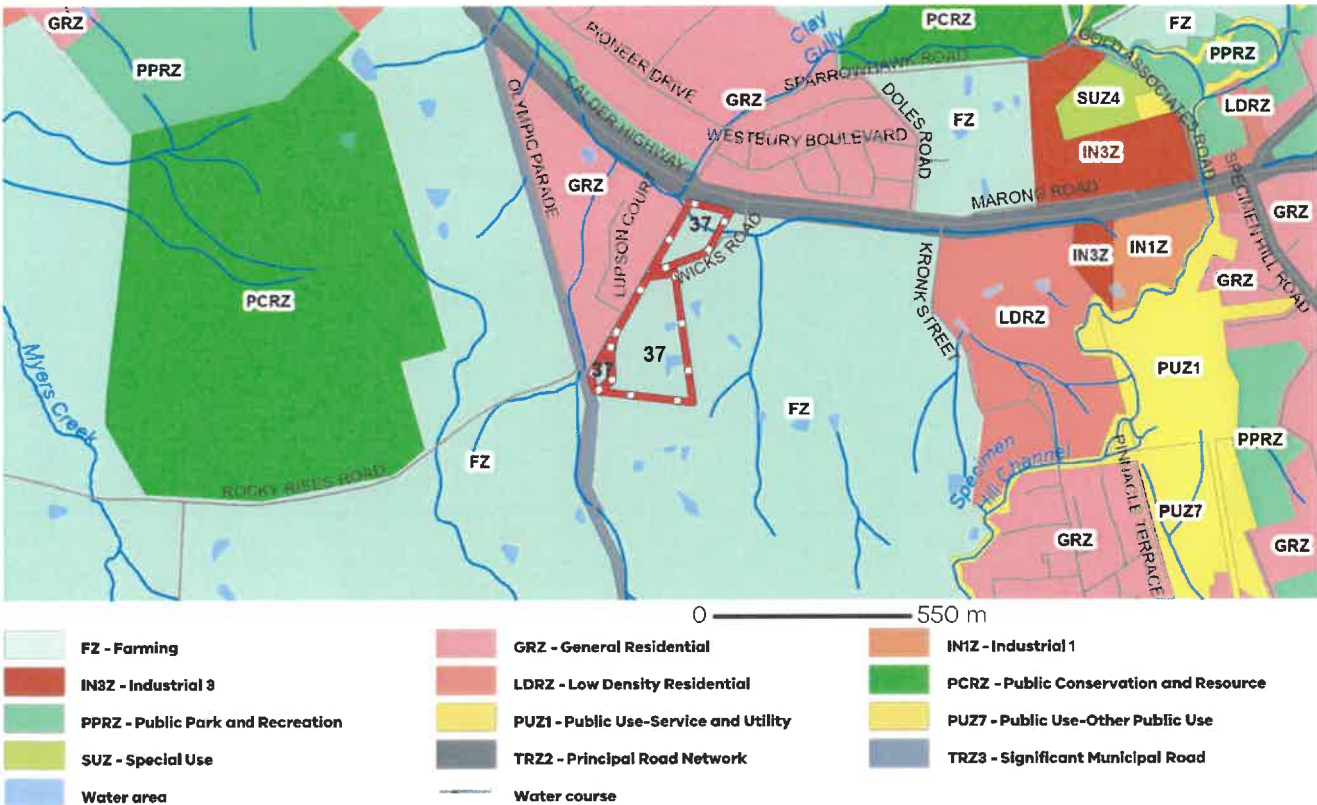
Registered Aboriginal Party:

Dja Dja Wurrung Clans Aboriginal Corporation

[View location in VicPlan](#)

Planning Zones

[FARMING ZONE \(FZ\)](#)
[SCHEDULE TO THE FARMING ZONE \(FZ\)](#)



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

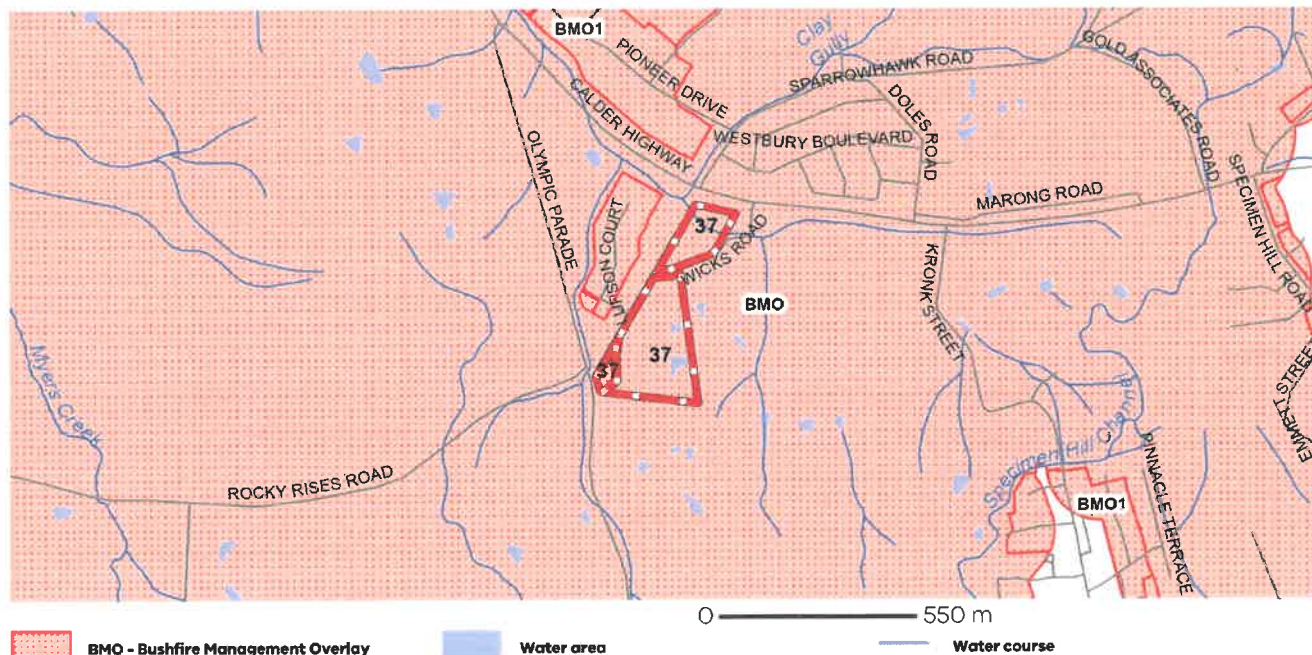
PLANNING PROPERTY REPORT



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Planning Overlays

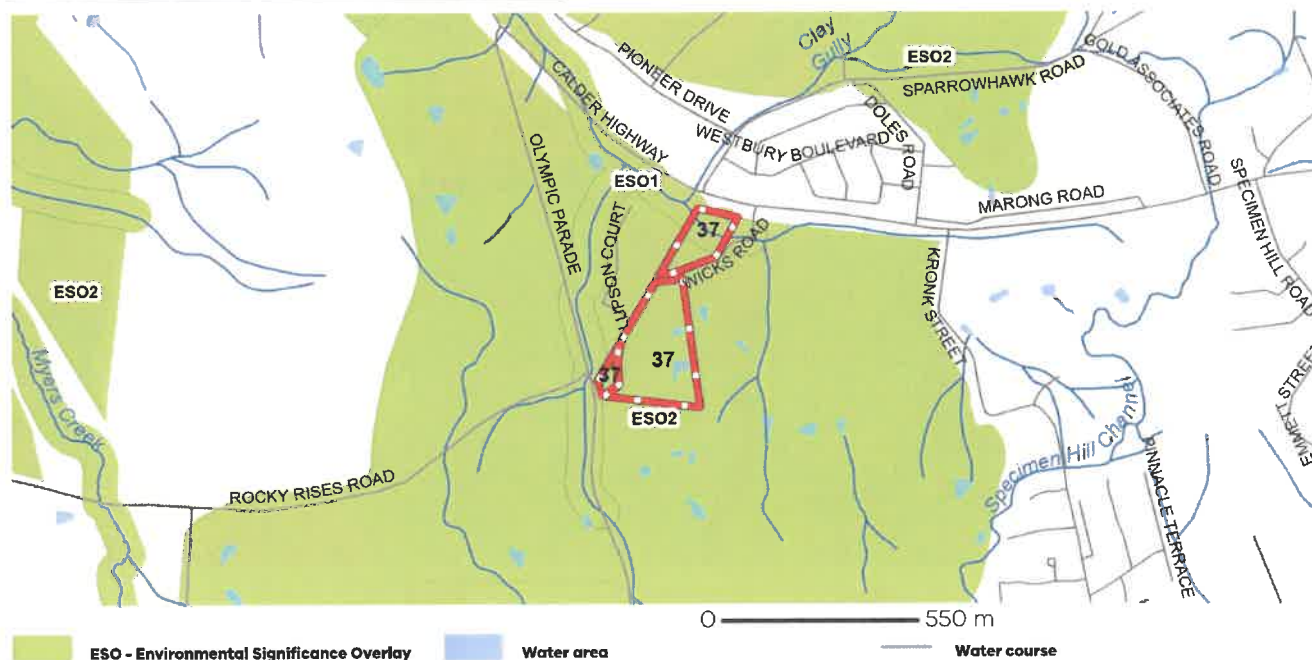
BUSHFIRE MANAGEMENT OVERLAY (BMO)



ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 1 (ESO1)

ENVIRONMENTAL SIGNIFICANCE OVERLAY - SCHEDULE 2 (ESO2)



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PLANNING PROPERTY REPORT: 37 WICKS ROAD MAIDEN GULLY 3551

PLANNING PROPERTY REPORT



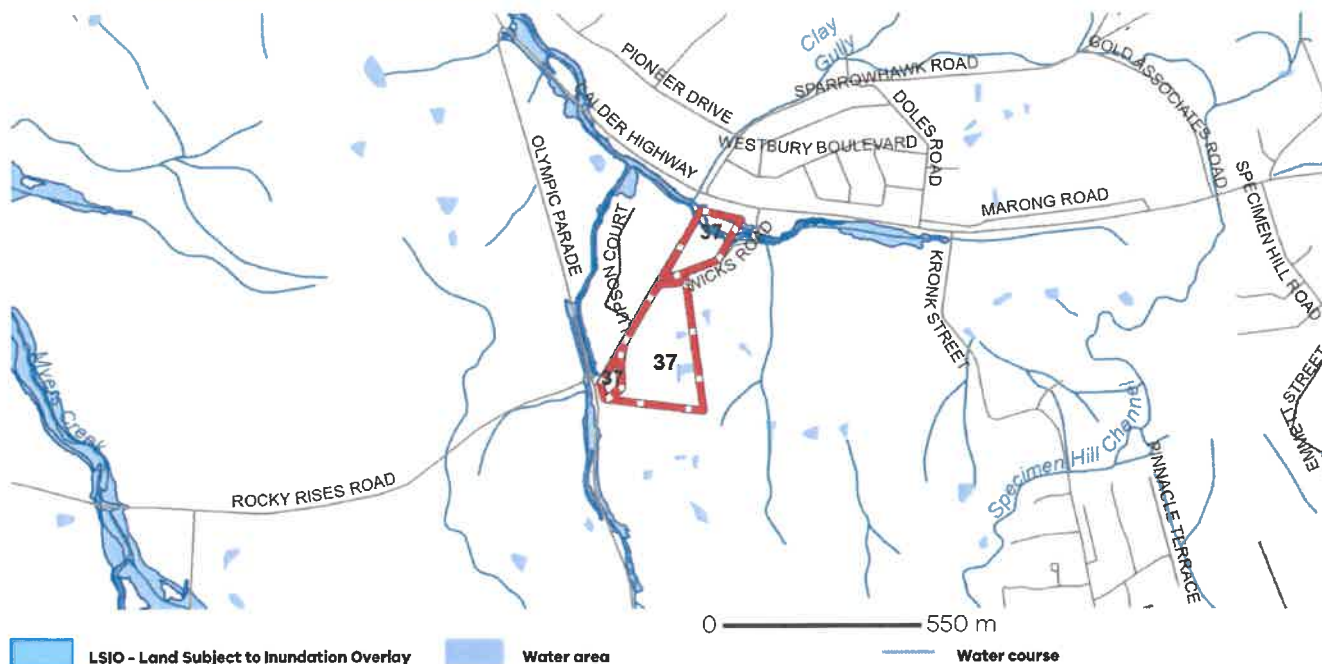
Environment,
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Planning Overlays

LAND SUBJECT TO INUNDATION OVERLAY (LSIO)

LAND SUBJECT TO INUNDATION OVERLAY - SCHEDULE 1 (LSIO1)

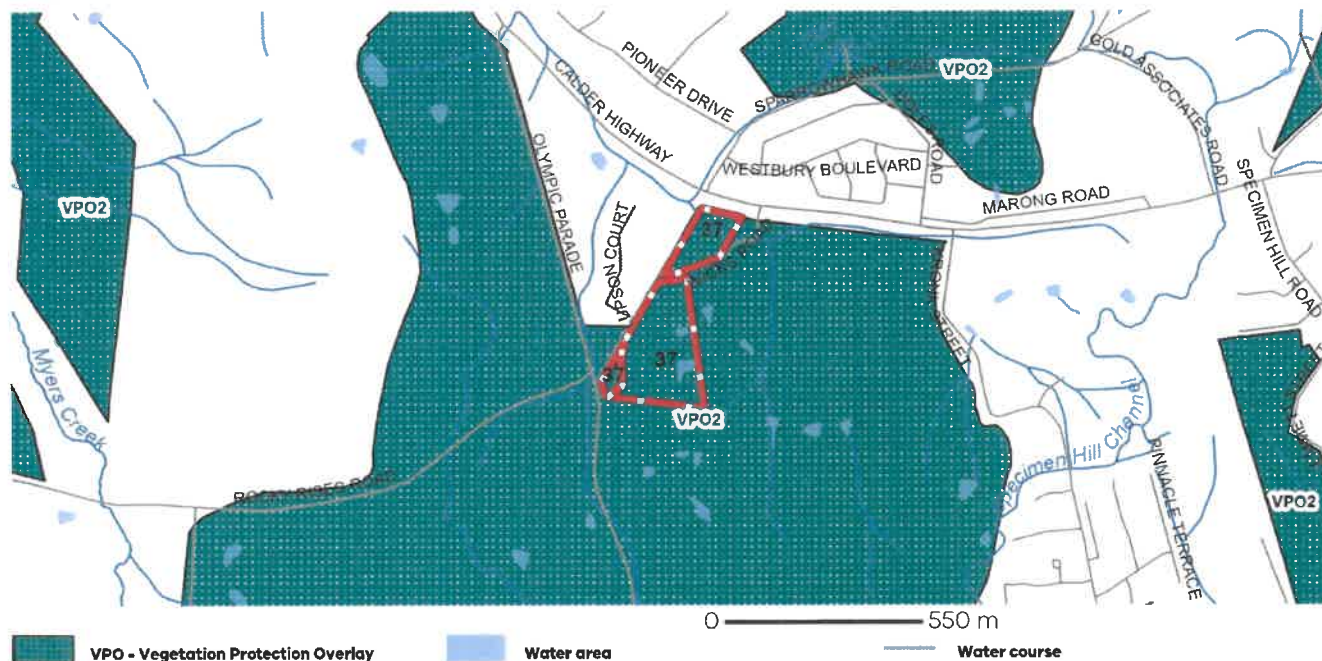
LAND SUBJECT TO INUNDATION OVERLAY - SCHEDULE 2 (LSIO2)



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

VEGETATION PROTECTION OVERLAY (VPO)

VEGETATION PROTECTION OVERLAY - SCHEDULE 2 (VPO2)



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

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PLANNING PROPERTY REPORT: 37 WICKS ROAD MAIDEN GULLY 3551

PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

Planning Overlays

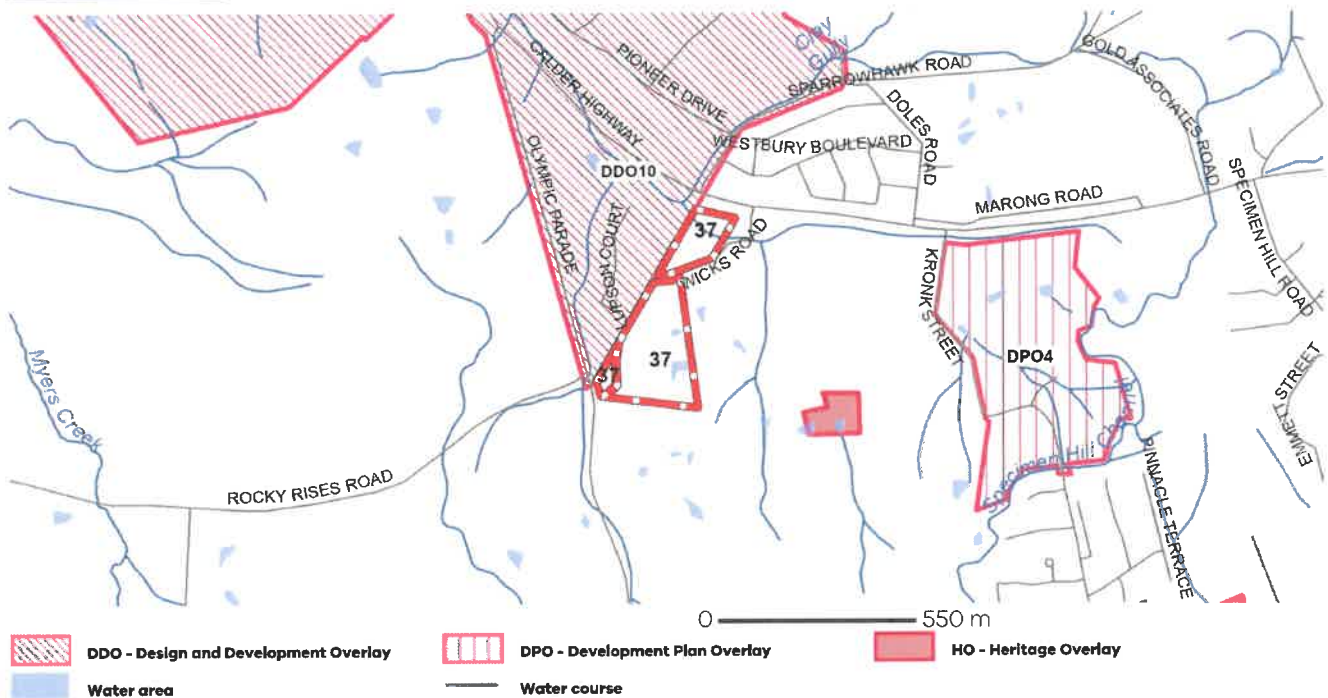
OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DEVELOPMENT PLAN OVERLAY (DPO)

HERITAGE OVERLAY (HO)



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

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PLANNING PROPERTY REPORT: 37 WICKS ROAD MAIDEN GULLY 3551

Page 4 of 7

PLANNING PROPERTY REPORT



Environment,
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and Planning

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

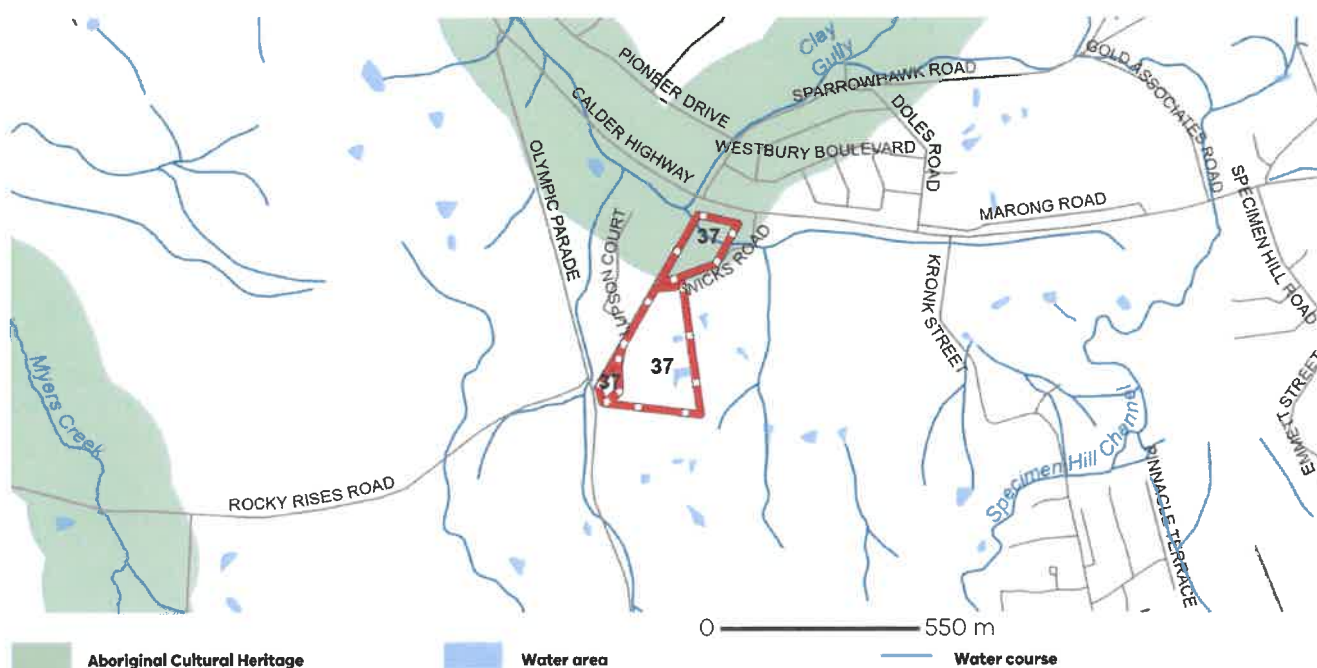
Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to

<http://www.gov.vic.gov.au/gov/Question.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018,

can also be found here - <https://www.aboriginal.vic.gov.au/aboriginal-heritage-legislation>



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PLANNING PROPERTY REPORT



Environment,
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Further Planning Information

Planning scheme data last updated on 26 July 2023.

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

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

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

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

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

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PLANNING PROPERTY REPORT



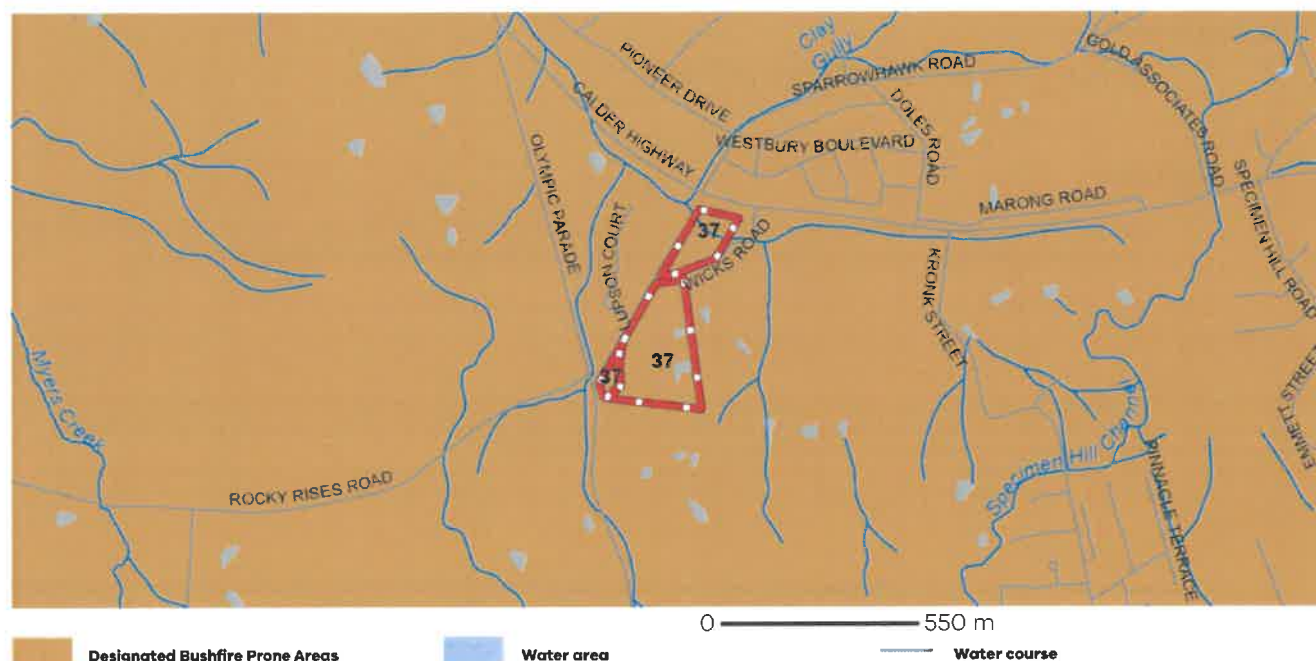
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Designated Bushfire Prone Areas

This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). Planning provisions may apply.

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

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



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

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

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

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

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

Native Vegetation

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

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

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

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HISTORIC MINING ACTIVITY

Form No. 692

28 July, 2023

Property Information:

Address: 37 WICKS ROAD MAIDEN GULLY 3551

It is advised that:

Our records do not indicate the existence of any mining activity on or under this site, but the site is within an area of past prospecting or mining activity. Note that there may be unrecorded mine workings present. (3)

NOTE: Historic Mining activity information is provided from plans and records that may be incomplete and may not be entirely free from errors. It is provided for information only and should not be relied upon as definitive of the status of any area of land. It is provided on the basis that all persons accessing it undertake responsibility for assessing the relevance and accuracy of its content. The State of Victoria and its officers, agents or employees do not guarantee that the work is without flaw of any kind or is wholly appropriate for your particular purposes and therefore disclaims all liability for any error, loss or other consequence which may arise from you relying on any information in this work.

For queries, contact:

Department of Energy, Environment and Climate Action
E-mail: gsv_info@ecodev.vic.gov.au



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

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

Page 1 of 1

VOLUME 05259 FOLIO 788

Security no : 124107940918T
Produced 28/07/2023 08:44 AM

LAND DESCRIPTION

Crown Allotment 14G Section L Parish of Sandhurst.
PARENT TITLE Volume 03080 Folio 908
Created by instrument 1308851 11/03/1927

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors

ROSANNE JEANNE BOURKE of 30 MULQUINEY CRESCENT HIGHTON VIC 3216
JANICE FELSTEAD of UNIT 24 175 KELLETTS ROAD ROWVILLE VIC 3178
JILLIAN PATRICIA HOGAN of 50 SANDHURST TOWN ROAD MYERS FLAT VIC 3556
Executor(s) of JOAN HEARD deceased
AW902720X 05/06/2023

ENCUMBRANCES, CAVEATS AND NOTICES

For details of any other encumbrances see the plan or imaged folio set out
under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE TP273619N FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AW902714S (E)	CONV PCT & NOM ECT TO LC	Completed	05/06/2023
AW902720X (E)	TRANSMISSION APPLICATION	Registered	05/06/2023

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

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

Street Address: 37 WICKS ROAD MAIDEN GULLY VIC 3551

ADMINISTRATIVE NOTICES

NIL

eCT Control 16838X HQ LAW
Effective from 05/06/2023

DOCUMENT END

TITLE PLAN		EDITION 2		TP 273619N	
Location of Land			Notations		
Parish: SANDHURST					
Township:					
Section: L					
Crown Allotment: 14G					
Crown Portion:					
Last Plan Reference:					
Derived From: VOL 5259 FOL 788			ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN		
Depth Limitation: 50 FEET					
EASEMENT INFORMATION					THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT COMPILED: 17/01/2000 VERIFIED: ML
Legend: A - Appurtenant Easement E - Encumbering Easement R- Encumbering Easement (Road)					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefitted / In Favour Of	
E-1	TRANSMISSION OF ELECTRICITY	SEE DIAG.	A285570	STATE ELECTRICITY COMMISSION OF VICTORIA	
E-2	WATER SUUPLY PIPELINE	5	AJ337378T	COLIBAN REGION WATER CORPORATION	
LENGTHS ARE IN METRES		Metres = 0.3048 x Feet Metres = 0.201168 x Links		Sheet 1 of 1 sheets	

[illegible]

Date: 27/07/2023



ABN 96 549 082 360

TAX INVOICE



033

J Heard & M J Morrish
37 Wicks Rd
MAIDEN GULLY VIC 3551

Service Address: 37 Wicks Road Maiden Gully VIC 3551

Classification: Household

Opening Balance	\$223.74
Total Payment Received up to 2 August 2023	CR \$0.00
Balance (Due Now)	\$223.74
Current Charges	
Water Service Fee	\$58.36
Water Consumption	\$0.00
Total (Excl GST)	\$58.36
GST	\$0.00
Total (Incl GST)	\$58.36
Total Amount Due	\$282.10



1300 363 200

www.coliban.com.au

Date of Issue: 3 August 2023

Next Scheduled Reading: 24 October 2023

Customer Number

C-00007763

Invoice Number

INV-0002022017

Amount Due

\$282.10

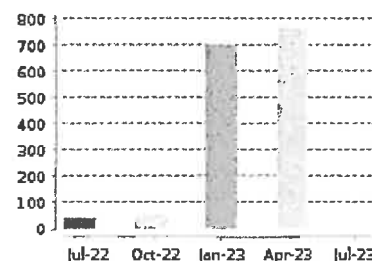
Arrears of \$223.74 Due Now

Pay By

31 August 2023

See over the page for payment options
*Concession has not been applied
(refer over for eligibility).*

Average daily usage in litres



Av. Daily Use: 0 L/day

Av. Daily Cost: \$0.65

For information on the Victorian
Government's *Target Your Water Use*
program visit
www.targetyourwateruse.vic.gov.au

Please contact us on 1300 363 200 if you have a concern about your sewer or water service. If we are unable to resolve your concern you can contact the Energy and Water Ombudsman (Victoria) on freecall 1800 500 509. Please refer to www.ewov.com.au for more information.

Customer prices change from 1 July 2023

We're putting your water bill to work. Learn how we're navigating a changing environment and planning for the future.

More details at coliban.com.au or call our Customer Support Team on **1300 363 200**.

Coliban Water Invoice Details

WATER CONSUMPTION FEE

Service	Meter	Previous		Current	
Number	Number	Date	Reading	Date	Reading
SP-000079637	07142470	27-04-2023	2500	25-07-2023	2500
	From Date	To Date	Consumption (Kilolitres)	Rate per kL	Amount
	27-04-2023	30-06-2023	0.00	\$ 2.2875	\$0.00
	01-07-2023	25-07-2023	0.00	\$ 2.4700	\$0.00
			0.00		\$0.00

WATER SERVICE FEE

Service Number	Size	Date From	Date To	Days	Rate per day	Amount
SP-000079637	20mm	27-04-2023	30-06-2023	65	\$ 0.6349	\$41.27
SP-000079637	20mm	01-07-2023	25-07-2023	25	\$ 0.6837	\$17.09
						\$58.36



Receive your bill electronically: You can now receive your bill electronically using BPAY View. For more information on how to pay using BPAY View or BPOINT, visit our website.



Change of Address: If your postal address has changed, please contact us within 14 days.



Concessions: If you think you may be eligible for a concession please contact us. Centrelink Pension, Healthcare Card and Department of Veteran Affairs Gold Cards may be eligible. In contacting us you are authorising us to confirm your eligibility with Centrelink or DVA. This consent is ongoing until you contact us or revoke it.



Payment Difficulties: Please contact us about a payment arrangement or to discuss rebates and concessions.



Interpreter Service: If you are hearing or speech impaired or need an interpreter call Telephone Interpreter Service (TIS) on 13 14 50.

HOW TO PAY

Direct Debit: Fill out an online form on our website or contact us.

BPAY/BPAY View: Contact your financial institution to pay from your savings, credit or cheque account.

Billers Code: 39156

Ref: 1000 0000 7763 1

Credit Card/Internet: Using BPoint www.bpoint.com.au, phone 1300 276 468 or 1300 BPOINT.

Billers Code: 39156

Ref: 1000 0000 7763 1

In Person: Australia Post outlets.



Centrepay: Contact Centrelink or Coliban Water to arrange regular deductions from your Centrelink payment.

Centrepay Reference Number: 555 057 363A

Account Reference ID: 1000 0000 7763 1

Mail: Tear off the Payment Slip and mail with your cheque to -
Coliban Water
PO Box 2770
Bendigo Delivery Centre, Vic 3554



PAYMENT SLIP

Customer Number

C-00007763

Payment Reference Number

1000 0000 7763 1

Amount Due:

\$282.10

Arrears of \$223.74 Due Now

Pay By

31 August 2023

Amount Being Paid





28 July 2023
Your Reference: 69710470-030-3:70710
Certificate Number: 124961

Landata
PO Box 500
EAST MELBOURNE VIC 3002

Land Information Certificate

This Certificate is issued under Section 121 of the Local Government Act 2020. The Rates & Charges for the year ending 30 June 2024 became payable on 1 July 2023. Overdue rates attract interest at the rate of 10.0% per annum.

PROPERTY ADDRESS: 37 Wicks Road, MAIDEN GULLY 3551
PARCEL DETAILS: Lot 1 LP 27371 & CA 14G, 14G1 Sec L & CA 37G1 Sec NO

ASSESSMENT NUMBER 98981 4

Site Value	\$600,000	Level of Valuation Date	01-Jan-2023
Capital Improved Value	\$780,000	Valuation Operative Date	01-Jul-2023
Net Annual Value	\$39,000	Basis of Rate Calculation	C.I.V.

RATES & CHARGES	CURRENT AMOUNT LEVIED
General Rates	\$1,590.50
Garbage Charge	\$358.00
Fire Services Property Levy	\$385.80
TOTAL LEVIED	\$2,334.30
Arrears Outstanding	\$0.00
Current Legal Costs Outstanding	0.00
Arrears Legal Costs Outstanding	0.00
Interest to Date	\$0.00
TOTAL OUTSTANDING	\$2,334.30

Other Property Debt -	\$0.00
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Total Outstanding for Property **\$2,334.30**

Note: In accordance with Section 175(1) of the Local Government Act 1989, all outstanding rates and charges **MUST** be paid by the purchaser when that person becomes the owner of the land.

Refer to the back of this Certificate for Prescribed, General and Other Information.

KATELYN STONE
SENIOR COORDINATOR RATES & VALUATIONS



Billers Code: 268813
Ref: 989814

To obtain an updated balance prior to settlement or for any other information regarding this certificate please contact the Rates team on 5434 6262

Notices of Acquisition can be forwarded to acquisitions@bendigo.vic.gov.au

Hearing or speech impaired?
Call us via the National Relay
Service on 133 677 or
www.relayservice.com.au
and ask for 1300 002 642

Greater Bendigo City Council
Address: 15 Hopetoun Street, Bendigo
Postal Address: PO Box 733, Bendigo VIC 3552
T: 1300 002 642
E: ratesenquiries@bendigo.vic.gov.au
W: www.bendigo.vic.gov.au
ABN 74 149 638 164

PRESCRIBED INFORMATION

This Certificate PROVIDES information regarding valuation, rates, charges, other moneys owing, and any orders and notices made under the Local Government Act 2020, the Local Government Act 1989, the Local Government Act 1958 or under a local law of the Council.

This Certificate IS NOT REQUIRED to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

GENERAL INFORMATION

There is no potential liability, other than any which may be shown on the front of this certificate, for rates under the Cultural & Recreational Lands Act 1963.

There is no outstanding amount, other than any which may be shown on the front of this Certificate, required to be paid for recreational purposes or any transfer of land required to the Council for recreational purposes under Section 18 of the Subdivision Act 1988 or the Local Government Act 1958.

There are no monies owed, other than any which may be shown on the front of this certificate, under Section 119 of the Act.

At the date of this Certificate, there are no notices or orders on the land that have continuing application under the Local Government Act 1958, Local Government Act 1989 or under a local law or by law of the Council, other than any which may be shown on the front of this certificate.

Confirmation of the existence of any Housing Act 1983 Orders can be made by contacting Environmental Health & Local Laws at the City of Greater Bendigo, P O Box 733, Bendigo 3552, Telephone 1300 002 642.

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

There is not any environmental upgrade charge in relation to the land which is owed under Section 181C of the Local Government Act 1989.

The amounts shown on the front of this certificate includes any levy amount specified as being due in an assessment notice in relation to the land under Section 25 of the **Fire Services Property Levy Act 2012**.

RATES AND CHARGES

Rates and Charges for financial year ending 30 June 2024. All Rates and Charges due in full 15 February 2024 or by four (4) instalments due 02 October 2023, 30 November 2023, 28 February 2024 and 31 May 2024.

Interest will be charged on payments received after the due dates at the rate of 10.0% p.a. This applies to both full payment and instalments.

OTHER INFORMATION

This certificate is valid for 90 days from the date of issue. Amounts outstanding may vary if payments/adjustments are made after the issue date. It is the responsibility of the applicant to obtain an update prior to settlement. After the issue of this certificate, Council may be prepared to provide a verbal update of the information to the applicant about the matters disclosed in this certificate, but if it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information. Updates will only be provided to the applicant.

PLEASE NOTE: Updates will not be provided after the 90 day period has passed, a new certificate will be required.



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

HQ Law C/- InfoTrack (LEAP)
135 King St
SYDNEY 2000
AUSTRALIA

Client Reference: 1515

NO PROPOSALS. As at the 4th August 2023, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

37 WICKS ROAD, MAIDEN GULLY 3551
CITY OF GREATER BENDIGO

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 4th August 2023

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 69710470 - 69710470084430 '1515'

Property Clearance Certificate

Land Tax



INFOTRACK / HQ LAW	Your Reference:	42405
	Certificate No:	66366042
	Issue Date:	31 JUL 2023
	Enquiries:	KXM15

Land Address: 37 WICKS ROAD MAIDEN GULLY VIC 3551

Land Id	Lot	Plan	Volume	Folio	Tax Payable
32009456	1	27371	5259	787	\$0.00
			5259	788	

Vendor: JILLIAN PATRICI HOGAN, ROSEANNE JEANNE BOURKE & 1 OTHER(S)

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
ESTATE OF MS MURIEL JOYCE MORRIE	2023	\$510,000	\$0.00	\$0.00	\$0.00

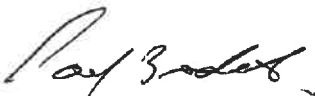
Comments: Property is exempt: LTX Principal Place of Residence.

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

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.



Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$710,000
SITE VALUE:	\$510,000
CURRENT LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 66366042

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any land tax (including Vacant Residential Land Tax, interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue. In addition, it may show:
 - Land tax that has been assessed but is not yet due,
 - Land tax for the current tax year that has not yet been assessed, and
 - Any other information that the Commissioner sees fit to include, such as the amount of land tax applicable to the land on a single holding basis and other debts with respect to the property payable to the Commissioner.

Land tax is a first charge on land

3. Unpaid land tax (including Vacant Residential Land Tax, interest and penalty tax) is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any such unpaid land tax.

Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

5. Despite the issue of a Certificate, the Commissioner may recover a land tax liability from a vendor, including any amount identified on this Certificate.

General information

6. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.
7. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$795.00

Taxable Value = \$510,000

Calculated as \$375 plus (\$510,000 - \$300,000) multiplied by 0.200 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 66366042

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 66366042

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / HQ LAW

Your Reference: 42405
Certificate No: 66366042
Issue Date: 31 JUL 2023

Land Address: 37 WICKS ROAD MAIDEN GULLY VIC 3551

Lot	Plan	Volume	Folio
1	27371	5259	787
		5259	788

Vendor: JILLIAN PATRICI HOGAN, ROSEANNE JEANNE BOURKE & 1 OTHER(S)

Purchaser: FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 66366042

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
 - Windfall gains tax that is due and unpaid, including any penalty tax and interest
 - Windfall gains tax that is deferred, including any accrued deferral interest
 - Windfall gains tax that has been assessed but is not yet due
 - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
 - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

7. Despite the issue of a Certificate, the Commissioner may recover a windfall gains tax liability from a vendor, including any amount identified on this Certificate.

General information

8. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
9. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
10. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 66366048

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 66366048

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.



Department of Energy, Environment and Climate Action

ABN 90 719 052 204

AGRICULTURAL LICENCE

LAND ACT 1958

Section 130

THIS LICENCE is granted by the Licensor to the Licensee and commences on the date set out in the Schedule.

In consideration of the payment of the licence fee and the conditions contained in this Licence, the Licensor or a person authorised by the Licensor, at the request of the Licensee **HEREBY AUTHORISES** the Licensee to use the Crown land described in the Schedule for the specified purposes set out in the Schedule.

This Licence is subject to the provisions of the *Land Act 1958* and Regulations thereunder, the licence conditions attached and any Statutory and other Special Conditions set out in the Schedule.

V. Jones

.....
Signature of Licensor or Authorised person

**Program Manager
Land and Built Environment
(Transaction Centre)**

The Licensee hereby agrees that payment of the Licence Fee, shown in Item 7 of the Schedule, by the Licensee shall constitute acceptance by the Licensee of this Licence and shall constitute an undertaking by the Licensee that the Licensee shall comply with the terms and conditions of this Licence.

NOTE:

- | | |
|----------|---|
| 1 | <i>This licence is not valid until payment of the Licence Fee shown in Item 7 of the Schedule is received by the Department of Energy, Environment and Climate Action.</i> |
| 2 | <i>This Licence is an important document and should be stored in a secure and safe place. It will be needed if you sell your property. In the event of loss, a replacement fee may be charged.</i> |

INDEX

SCHEDULE

PLAN

LICENCE CONDITIONS










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LICENCE SCHEDULE

- | | |
|---|---|
| 1. Licence No. | 0607909 |
| 2. Licensor | Minister for Environment |
| 3. Licensee | JOAN HEARD
MURIEL JOYCE MORRISH |
| 4. Address | 37 WICKS ROAD, MAIDEN GULLY, Victoria, 3539, Australia |
| 5. Commencement Date | 01 October 2000 |
| 6. Term | Annual |
| 7. Licensee Fee | \$59.00 |
| 8. Payable | Annual |
| 9. Licensed Land All that land being: | |
| | GREATER CITY OF BENDIGO
CROWN ALLOTMENT 14G1, SECTION L
PARISH OF SANDHURST

AS INDICATED ON ATTACHED PLAN/S. |
| 10. Area (Ha) | 0.41 |
| 11. Powers under which land is granted | Land Act 1958, Sec 130/133 |
| 12. Specified Purpose | GRAZING |
| 13. Department Address | 8 NICHOLSON STREET, EAST MELBOURNE, Victoria, 3001, Australia |
| 14. Statutory and other Conditions | |
| 15. Special Conditions | NIL |

Legend

-  Township
 Parish
 Parcel
 Crown Parcel
 Government Parcel
 Plan Note
 Apiary
 Temporary Boundary
 Beefland

- ## Linear Tenure
-
- | Category | Value |
|---------------------------------|-------|
| Other Pipelines | 100 |
| Industrial Commercial Sciences | 40 |
| Recreation Assessment licenses | 20 |
| Occupancy licenses | 10 |
| Radio TV Telecom site licenses | 5 |
| Emergency Services Use licenses | 5 |
| Water Supply licenses | 5 |
| Miscellaneous General Sciences | 5 |
| Esthetics | 5 |
| Pipe Contents | 5 |

-  Lease
-  General Licence
-  Delegated Lease
-  Delegated Licence
-  Grazing Licence
-  Riparian Management Licence
-  Water Frontage Licence
-  Unused Road Licence
-  Delegated Management Reserve
-  Direct Management Reserve

- Government Road
Government Road
Dual Status Government Road

Land and Built Environment
Loddon Mallee
Dept of Energy, Environment & Climate Action



Overview Map

Disclaimer: This map is a snapshot generated from Victorian Government data. This material may be of assistance to you but the State of Victoria does not guarantee that the publication is without flaw of any kind or is wholly appropriate for your particular purposes and therefore disclaims all liability for error, loss or damage which may arise from reliance upon it. All persons accessing this information should make appropriate enquiries to assess the currency of the data.

LICENCE CONDITIONS

1 **Grant**

The rights conferred by this Licence are non-exclusive, do not create or confer upon the Licensee any tenancy or any estate or interest in or over the licensed land or any part of it, and do not comprise or include any rights other than those granted or to which the Licensee is otherwise entitled by law.

2 **Licensee's Obligations (Positive)**

The Licensee **Hereby Covenants** with the Licensor that during the term the Licensee will: -

2.1 **Licence fee**

Duly and punctually pay or cause to be paid the licence fee to the Licensor at the payment address advised by the Licensor from time to time on the days and in the manner provided in Item 8 of the Schedule without demand, deduction, set-off or abatement.

2.2 **Rates and Taxes**

2.2.1 Duly and punctually pay as and when they respectively fall due all rates and taxes on the licensed land.

2.2.2 If requested to do so by the Licensor, produce receipts to the Licensor evidencing payment of the rates and taxes.

2.2.3 Duly and punctually pay to the Licensor at the same time and in the same manner as the licence fee is payable to the Licensor (or as otherwise notified to the Licensee by the Licensor) under clause 2.1 above the amount of any GST payable on or in relation to this licence and/or the rent payable thereunder or that becomes payable by the Licensor during the period covered by the fee.

2.3 **Indemnity**

Indemnify the Crown in respect of any claim or liability for property damage and/or injury or death of any person which arises directly or indirectly out of negligence, tort, contract, or breach of a statutory duty by the Licensee or any associated party consequential to the use or occupation of the licensed land, including, but without restricting the generality of the foregoing, the pollution or contamination of land or water, and any costs, charges and expenses incurred in connection therewith.

2.4 **Maintenance**

2.4.1 Throughout the term keep the licensed land in good order and condition and the improvements (if any) on it in good order and condition having regard to their condition at the commencement date or, if constructed or added to the licensed land after the commencement date, at the date of such construction or addition as the case may be and in particular but without restricting the generality of the foregoing will: -

2.4.1.1 Keep the licensed land free of pest animals and weeds;

2.4.1.2 Remedy every default of which notice is given by the Licensor to the Licensee within a reasonable time specified in the notice but in any event the time specified in the notice will not be less than 14 days.

2.5 **Fire Protection Works**

Undertake all fire protection works on the licensed land required by law to the satisfaction of the Licensor and the responsible fire Authority

2.6 **Condition at Termination**

On expiry or prior determination of this Licence return the licensed land to the Licensor in good order and condition and otherwise in accordance with the Licensee's obligations.

2.7 **Notice of Defects and other matters**

2.7.1 Give the Licensor prompt notice in writing of any accident to or defect in the licensed land and of any circumstances likely to cause any damage risk or hazard to the licensed land or any person on it;

2.7.2 Give to the Licensor within 7 days of its receipt by the Licensee a true copy of every notice, proposal or order given, issued or made in respect of the licensed land and full details of the circumstances of it;

2.7.3 Without delay take all necessary steps to comply with any notice, proposal or order referred to in paragraph 2.7.2 with which the Licensee is required to comply; and

2.7.4 At the request of the Licensor make or join with the Licensor in making such objections or representations against or in respect of any notice, proposal or order referred to in paragraph 2.7.2 as the Licensor deems expedient.

2.8 **Compliance with Law**

Comply at the Licensee's cost with the provisions of all statutes, regulations, local laws and by-laws relating to the licensed land and all lawful orders or direction made under them;

2.9 Compliance with Directions

2.9.1 At the Licensee's cost forthwith comply with any written direction given by the Secretary during the term as to the: -

- 2.9.1.1** grazing or management of the licensed land (including fencing), or the number and type of stock which may be depastured on the licensed land;
- 2.9.1.2** frequency, timing and method of cultivation;
- 2.9.1.3** water supply and other improvements;
- 2.9.1.4** reclamation of eroded areas and land degradation; or
- 2.9.1.5** retention or clearance of native vegetation.

2.10 Arrears and Interest

2.10.1 Pay to the Licensor: -

- 2.10.1.1** on any moneys payable by the Licensee to the Licensor and outstanding for thirty (30) days or on any judgment for the Licensor in an action arising under the Licence, interest at the penalty rate of interest for the time being made payable under the *Penalty Interest Rates Act 1983* computed from the date the moneys or judgment became payable until all moneys (including interest on them) are paid in full;
- 2.10.1.2** on demand all the Licensor's legal costs and disbursements payable in respect of or in connection with any assignment of this Licence or under-licensing of the licensed land, any surrender of this Licence, the giving of any consent by the Licensor or any failure by the Licensee to perform and observe this Licence, or any deed or other document executed in connection with this Licence.

2.11 Further Conditions

Comply with the Statutory and other Conditions contained in Item 13 of the Schedule and with the Special Conditions contained in Item 14 of the Schedule.

3 Licensee's Obligations (Negative)

The Licensee **Hereby Covenants** with the Licensor that during the term the Licensee will not -

3.1 Use of Licensed land

Use the licensed land for any purpose other than the specified purpose referred to in Item 12 of the Schedule or any additional purpose specified in Item 14 of the Schedule without first obtaining the Licensor's written consent which can be given or withheld at the absolute discretion of the Licensor or be given subject to conditions.

3.2 Allow rubbish

Permit any rubbish to accumulate in or about the licensed land.

3.3 Hazardous Chemicals

Keep any hazardous chemical on the licensed land without the Licensor's written consent which can be given or withheld at the absolute discretion of the Licensor or be given subject to conditions.

3.4 Burning

Undertake any burning of vegetation or any other matter on the licensed land without first obtaining any necessary permit and the written approval of the Licensor which can be given or withheld at the absolute discretion of the Licensor or be given subject to conditions PROVIDED HOWEVER that the consent of the Licensor is not required for the burning of crop stubble.

3.5 Assignment

Without first obtaining the written consent of the Licensor assign, under-license, mortgage, or charge this Licence or part with or share possession of the licensed land or any part of it.

3.6 Licensor's Entry

3.6.1 Prevent, attempt to prevent or in any other way hinder, obstruct or permit the hindrance or obstruction of the Licensor or the Licensor's employee or agent at any time from entering and remaining on the licensed land either with or without motor vehicles or other equipment for any purpose and in particular, but without restricting the generality of the foregoing, for any of the following purposes:-

- 3.6.1.1** retaking or attempting to retake possession of the licensed land;
- 3.6.1.2** inspection; or
- 3.6.1.3** any other lawful purpose.

3.7 Void insurance

Do or allow anything to be done which might result in any insurance's relating to the licensed land becoming void or voidable or which might increase the premium on any insurance.

3.8 Cultivation and Use of Licensed land

3.8.1 Without the Licensor's prior written approval, which can be given or withheld at the absolute discretion of the Licensor or be given subject to conditions, :-

3.8.1.1 fell, ringbark, injure, destroy or remove any living or dead vegetation (except weeds) or fallen timber on the licensed land;

3.8.1.2 plough, cultivate, work, break up or remove soil or construct any earthworks on the licensed land;

3.8.1.3 plant any vegetation, seed or crop on the licensed land; or

3.8.1.4 apply fertilizer to the licensed land.

3.9 Erection of Improvements

Erect or permit the erection of any improvement on the licensed land without the Licensor's prior written approval, which can be given or withheld at the absolute discretion of the Licensor or be given subject to conditions.

4 General Conditions

4.1 Termination upon Default

If the Licensor is satisfied, after giving the Licensee a reasonable opportunity to be heard, that the licensee has failed to comply with any terms or conditions of the licence, the Licensor may, by notice published in the Government Gazette, declare that the licence is cancelled, and upon cancellation the licensee will not be entitled to any compensation whatsoever.

4.2 Termination without Default

4.2.1 In addition to and not in substitution for the power to cancel this Licence under clause 4.1, the Licensor may by giving to the Licensee three months' written notice to that effect cancel this Licence upon a date to be specified in that notice notwithstanding that there has been no breach by the Licensee of any term or condition of this Licence.

4.2.2 If the licence is terminated under this clause the Licensee is entitled to receive and will be paid by the Licensor a refund of an amount of the licence fee paid.

4.2.3 The amount of refund will be determined by the Licensor on a pro rata basis, taking into account any period of the licence remaining at the date of cancellation.

4.2.4 Except as provided in sub clause 4.2.2 above no compensation is payable in respect of the cancellation of the licence.

4.3 Licensee's Improvements

4.3.1 The Licensee's improvements shall remain the property of the Licensee.

4.3.2 On the cancellation or expiration of the Licence the Licensee must, within a period of time specified by the Secretary, remove all Licensee's improvements from the licensed land and forthwith make good all damage caused to the licensed land by the affixing, retention or removal of Licensee's improvements to the satisfaction of the Secretary.

4.4 Secretary may remove and dispose of property

If the Licence expires, or is cancelled under clauses 4.1 or 4.2, the Secretary may at the end of the period of time specified under Clause 4.3.2 remove the Licensee's chattels and improvements and store them at the Licensee's expense without being liable to the Licensee for trespass, detainee, conversion or negligence. After storing them for at least one month, the Secretary may sell or dispose of them by auction, private sale, gift, distribution or otherwise and apply the net proceeds towards the payment of any moneys owed by the Licensee to the Licensor.

4.5 Licensor's/Secretary's Agents

Every act or thing to be done, decision to be made or document to be signed pursuant to this Licence by the Licensor or the Secretary and not required by law to be done, made or signed by the Licensor or the Secretary personally may be done made or signed by any person to whom such power has been delegated by the Licensor or the Secretary.

4.6 Notices

Any notice consent or demand or other communication to be served on or given to the Licensee by the Licensor under this Licence shall be deemed to have been duly served or given if it is in writing signed by the Licensor and delivered or sent by pre paid post to the Licensee's address set out in Item 4 of the Schedule or to the latest address stated by the Licensee in any written communication with the Licensor.

4.7 Review of Licence fee

The licence fee, unless it has been paid in full for the term, will be reviewed by the Licensor every three years from 1st October 1997, and the reviewed fee shall commence on the day following the date fixed for each such review.

4.8 Debt recovery

All moneys payable by the Licensee to the Licensor under this Licence are recoverable from the Licensee as liquidated debts payable on demand.

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Definitions

Unless inconsistent with the context or subject matter each word or phrase defined in this clause has the same meaning when used elsewhere in the licence.

"**commencement date**" means the date described in Item 5 of the Schedule and is the first day of the term;

"**Crown**" means the Crown in right of the State of Victoria and includes the Secretary and each employee and agent of the Crown or the Secretary;

"**GST**" means a goods and services tax within the meaning of the *A New Tax System (Goods and Services Tax) Act 1999*.

"**Department**" means the Department of Energy, Environment and Climate Action or its successor in law;

"**flora**" has the same meaning as in the *Flora and Fauna Guarantee Act 1988*;

"**hazardous chemical**" includes gas, inflammable liquid, explosive substance, pesticide, herbicide, fertiliser and other chemicals;

"**improvement**" includes building, dam, levee, channel, sign, permanent fence, or other structure and any addition to an existing improvement;

"**licensed land**" means the land described in Item 9 of the Schedule;

"**Licence fee**" means the licence fee described in Item 7 of the Schedule as varied during the term;

"**Licensee**" means the person named in Item 3 of the Schedule and includes the permitted assigns and successors in law to a Licensee;

"**Licensee's Improvements**" includes growing crop, building, structure, sign, fence and any other structural improvement including dam, levee, channel or any other earthworks but does not include any such improvement shown in Item 14 of the Schedule as being or becoming the property of the Licensor.

"**Licensor**" means the Minister of the Crown for the time being administering Division 8 of Part 1 of the *Land Act 1958* or such other Minister of the Crown or Government Authority to whom responsibility for this Licence may at any time be given;

"**person**" includes a body corporate as well as an individual;

"**pest animals**" has the same meaning as in the *Catchment and Land Protection Act 1994*;

"**rates and taxes**" means all existing and future rates (including excess water rates and any special rates or levies) taxes, charges, tariffs, assessments, impositions and outgoings whatsoever now or at any time imposed, charged or assessed on or against the licensed land or the Licensor or the Licensee or payable by the owner or occupier of the licensed land;

"**schedule**" means the schedule to this Licence;

"**Secretary**" means The Secretary to the Department of Energy, Environment and Climate Action, the body corporate established under the *Conservation, Forests and Lands Act 1987*;

"**sign**" includes names, advertisements and notices;

"**soil**" includes gravel, stone, salt, guano, shell, sand, loam and brick earth;

"**term**" means the period of time set out in Item 6 of the Schedule, as and from the commencement date;

"**weeds**" include noxious weeds within the meaning of the *Catchment and Land Protection Act 1994*, and prescribed flora within the meaning of the *Flora and Fauna Guarantee Act 1988*;

"**writing**" includes typewriting, printing, photography, lithography and other modes of representing or reproducing words in a visible form and "written" has a corresponding meaning.

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Interpretations

6.1 A reference importing the singular includes the plural and vice versa.

6.2 The index and headings are included for ease of reference and do not alter the interpretation of this Licence.

6.3 If any day appointed or specified by this Licence falls on a Saturday, Sunday or a day appointed under the *Public Holidays Act 1993* as a holiday for the whole day the day so appointed or specified is deemed to be the first day succeeding the day appointed or specified which is not a Saturday, Sunday or day appointed as a holiday.

6.4 References to an Act of Parliament or a section or schedule of it shall be read as if the words "or any statutory modification or re-enactment thereof or substitution therefor" were added to the reference.

6.5 If the Licensee comprises more than one person, the covenants and agreements contained in this Licence shall be construed as having been entered into by, and are binding, both jointly and severally on all and each of the persons who constitute the Licensee.

6.6 References to clauses, sub-clauses and Items are references to clauses, sub-clauses and Items of this Licence respectively.



27 June 2023

AARNet Pty Ltd
Level 7, Tower A
799 Pacific Highway
Chatswood, NSW 2067
PO Box 5519,
Chatswood, NSW 1515
landaccess@aar.net.edu.au

Contact Person: Ray O’Callaghan
Contact Number: 0407 781 739

JOAN HEARD & MURIEL JOYCE MORRISH
37 WICKS ROAD
MAIDEN GULLY VIC 3551

REF: CIVILS-1242

LAND ACCESS & ACTIVITY NOTICE
(LANDOWNER/OCCUPIER)

Dear Owner/Occupier,

AARNet Pty Ltd (**AARNet**) is a telecommunications licensed carrier under the *Telecommunications Act 1997 (Act)* and operates the Australian Academic and Research Network. We are committed to providing an alternative, modern and efficient telecommunications network services to our Research and Education customers in Australia.

In meeting AARNet’s commitment and obligations to provide a modern and efficient telecommunication services, it is necessary to access your property and undertake the activities described below during the timeframe specified. The Act provides ‘carriers’ with powers to access land and building for the purposes of, and/or in respect of, conducting inspections, installations and maintenance of telecommunications facilities. This Notice is given in accordance with clause 17 of Schedule 3 to the Act.

Project Activity:	Inspect, Survey & Installation of “low-impact” facilities	
Description of Work:	Enter property to inspect and survey existing utilities and possible alignment for new cable installation. Installation of an Optical Fibre Cable by direct buried methods. Installation of Pits, conduit and Marker Posts as required.	
Proposed Duration,	Proposed Duration	2 weeks
Start and Finish Dates:	Access Start Date:	25/07/2023
	Access Finish Date:	30/12/2024
Project Location:	14G~L\PP3473 – 37 WICKS ROAD, MAIDEN GULLY VIC 3551	



There is no requirement that you be present during the course of our activities.

If we have indicated above that our activity will involve the removal or clearance of trees, undergrowth or vegetation we are required to provide you with an opportunity to perform that removal or clearance work yourself. Consequently, we request that you carry out the clearance or removal work described above before the Access Start Date specified above. However, if you would prefer you may leave the trees, undergrowth or vegetation uncleared and we will clear or remove them ourselves at our cost when carrying out the other activities indicated.

Further details of the proposed activities, including plans depicting the location of the activities, are included in an attachment/s to this Notice.

AARNet's employees and contractors are authorised to carry out AARNet's activities under clause 43 of Schedule 3 to the Act. **Ray O'Callaghan** of **AARNet Pty Ltd** has been engaged on this project by AARNet to give notifications on its behalf and to conduct negotiations regarding AARNet's entry to your property to install and maintain the facilities for the purposes of the above legislation. Other contractors may from time to time be engaged by AARNet to carry out other activities.

In engaging in our activities, we are committed and obliged to take all reasonable steps to ensure that we cause as little detriment and inconvenience, and do as little damage, as is practicable. We will also take all reasonable steps to ensure that the site is restored to a condition similar to its condition before the activity began. We will treat existing alignments and levels of roads/land/paths etc. as permanent unless specifically informed otherwise. Details of the likely impact on the site and the proposed measures to prevent or restore disturbance are as follows.

Anticipated Effect:

Minor soil disturbance (Short Term during installation)

Proposed Remediation:

AARNet's staff and contractors will follow all applicable industry standards in the installation of its facilities and take reasonable steps to act in accordance with good engineering practice

AARNet will endeavour to access the property in a manner that causes minimal disturbance to livestock

Care & appropriate precautions taken at all times to ensure public safety and protection of property

Reinstatement of all surfaces and pathways that have been cut to lay cables will be carried out.

AARNet Employees/Contractors will remove all its materials and restore the area to the condition found.

Remove any excess soil or rock and restore the area to the condition found

After installation, all areas to be filled, graded & levelled

Repair any fencing/gates that have been cut during the course of installation activities

Repair any irrigation that has been disturbed during the course of installation activities



AARNET, its subsidiaries and contractors collect contact details of landowners and authorities for the purpose of notifying them about proposed activities on their land. AARNET maintains a contact database in order to manage our dealings with you. If you would like to know more about privacy at AARNET, please visit our privacy policy at <https://www.aarnet.edu.au/about-us/policies/>

Attached you will find further information regarding AARNET's rights and responsibilities and your rights and entitlements, in accordance with the Act.

We thank you for your assistance and co-operation. If you have any queries, please do not hesitate to contact the person named above.

Yours sincerely,

Ray O'Callaghan
AARNET Pty Ltd

Attachment/s

1. Your Rights Under the *Telecommunications Code Of Practice 2021(Cth)*
2. Plan / sketch of AARNET's proposed facilities and further description of proposed activities
3. Response Form

YOUR RIGHTS UNDER THE TELECOMMUNICATIONS CODE OF PRACTICE 2021 (CTH)

1. Carrier powers and obligations

AARNet's employees and its authorised contractors are empowered to carry out AARNet's activities under the *Telecommunications Act 1997 (Cth)*. Contractors may be engaged on this project by AARNet to give statutory notifications or to carry out other activities such as maintenance and or installation. AARNet is required by law to give you at least 10 business days' notice before engaging in activities on your land (or at least 2 business days if no part of the land is included in a "sensitive area" and the activity is only inspection and survey which will not involve any material disturbance to the land).

All laws providing for the protection of places or items of significance to the cultural heritage of Aboriginal persons or Torres Strait Islanders will be complied with.

2. Low Impact Facilities

Low-impact facilities are those which, because of their size and location, are considered to have a low visual impact and be less likely to raise significant planning, heritage or environmental concerns. The *Telecommunications (Low-impact Facilities) Determination 2018* lists types of low-impact facilities. Examples of low-impact facilities are:

- small radiocommunications dishes and antennae;
- underground cabling and cable pits; and
- public payphones.

A carrier authorised under the Telecommunications Act to install a low-impact facility is immune from some state and territory laws, including town planning and environmental laws. Refer to legislation.gov.au for a copy of the *Telecommunications Code of Practice 2021* and *Telecommunications (Low-impact Facilities) Determination 2018* for further information.

3. Compensation

If you suffer financial loss or damage in relation to property because of anything done by AARNet when engaging in the above activities, compensation may be payable under clause 42 of Schedule 3 to the *Telecommunications Act*. A right to compensation only arises where financial loss or damage is suffered as a result of carrier activities. AARNet is not in a position to agree on any amounts of compensation until after we have concluded our activities.

4. Rights to object

You may object to the matters set out in this Notice. The grounds and particulars for such objection are outlined in more detail in section 5 below.

Any objection must be forwarded in writing to AARNet at the following address:

Land Access Notification Officer
AARNet Pty Ltd
PO Box 5519,
Chatswood, NSW 1515

Or by email to:

landaccess@aarnet.edu.au



5. Objection Process

The *Telecommunications Code of Practice 2021 (Cth) (Code)* provides for a right of objection and how objections must be managed.

Under the Code you have a right to object about the exercise of power described in this Notice only if it relates to one or more of the reasons listed below:-

- (i) Using your land to engage in the activity.
- (ii) The location of a facility on your land.
- (iii) The date when we propose to start the activity, engage in it or stop it.
- (iv) The likely effect of the activity on your land.
- (v) Our proposals to minimise detriment and inconvenience, and to do as little damage as practicable, to your land.

In order for any objection to be valid under the Code, your objection must be directed in writing to the address shown on this Notice within the time frames below, depending on the type of activities:

- (i) Inspection and survey - any objection must be given within **1 business day** after the Notice is received where no part of the land is included in a "sensitive area" and the activity will not cause a material disturbance to the land. For all other inspection and survey activities any objection must be given within **9 business days** after the Notice is received; and
- (ii) For installation and maintenance activities - any objection must be given **at least 5 business days before** we propose to engage in the activities.

If you make an objection on one of the grounds above within the specified time frames, reasonable efforts will be made to contact you for the purposes of consultation within 5 business days after receiving your objection. Reasonable efforts will also be made to resolve the objection by agreement with you within 20 business days after receiving the objection (**Consultation Period**).

Within 5 business days of the end of the Consultation Period, we will send you a final notice that will contain information on whether:

- (i) AARNet proposes to change the activity to address your concerns and if so, how; or
- (ii) if AARNet does not propose to change the activity - why we will engage in the activity as originally proposed.

If at any time after serving you with the Notice we decide to cancel some or all of the activity, we will give you written notice that the original notice is withdrawn (**Withdrawal Notice**) within 5 business days after taking that decision. The Withdrawal Notice must describe the activity specified in the original notice that has been cancelled and will attach a copy of the Notice.

6. Referral to the Telecommunications Industry Ombudsman

If your objection cannot be resolved by agreement or you are not satisfied with our response to your objection and the objection falls within the jurisdiction of the Telecommunications Industry Ombudsman (**Ombudsman**), you may request in writing that your objection be referred to the Ombudsman. Time limitations for referral to the Ombudsman are also applicable, depending on the type of activities as follows:

- (i) inspection and survey - you must request referral **within 9 business days** after you receive a response to the objection; and
- (ii) for all other activities - you must request referral **within 5 business days** after you receive a response to the objection.

Once we receive your objection and we decide to continue with the activity, we will refer your objection to the



Ombudsman within 10 business days of receipt of your request together with a referral brief to the Ombudsman. We will provide written notice to you within 2 business days after referring the matter.

We may also refer your objection to Ombudsman without a request from you, but only if we have made reasonable efforts to resolve the matter within the first 10 business days of the Consultation Period.

The role of the Ombudsman is to receive, investigate and facilitate the resolution of complaints from an owner or occupier of land, including complaints about:

- (i) a carrier's failure to give notice of its intention to engage in an activity on land;
- (ii) a carrier's failure to take all reasonable steps to minimise detriment and inconvenience, and do as little damage as practicable, to land; or
- (iii) inadequate compensation for detriment, inconvenience or damage.

Once the Ombudsman receives the referral brief from us, it will confirm receipt to both parties in writing and may request additional information. Generally, the Ombudsman may allow 5 to 10 business days for both parties to respond. All parties will be advised of the likely timeframe of any decision by the Ombudsman.

PLANS AND LOCATION OF ACTIVITIES

Figure 1: Red Line represents the approximate optical path.





PROJECT RESPONSE FORM

RETURN TO:

By mail: Land Access Notification Officer AARNet Pty Ltd PO Box 5519 Chatswood, NSW 1515	OR	By email: landaccess@aarnet.edu.au
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As detailed in the attached Land Access Notice, AARNet is proposing to carry out activities on your land under Schedule 3 of the Telecommunications Act 1997(Cth). In doing so, AARNet is legally required to give you written notice of its intention to conduct these activities.

If you agree to the activity commencing prior to the start date specified in the Land Access Notice, please confirm this by signing below. This will expedite the timely delivery of services in your area and will be most appreciated.

In addition, this form provides you the opportunity to supply further information that you consider important to the proposed works. Your response is not mandatory, but any information that you supply us will be highly valued.

Our Ref:	CIVILS – 1242
Affected Party:	14G~LIPP3473 – JOAN HEARD & MURIEL JOYCE MORRISH

I / We agree / do not agree to the activity commencing prior to the start date specified in the Land Access Notice *(please cross out as applicable)*.

Print Name/s:.....

Signature/s:.....

Date:.....

☐ Yes ☐ No Are you in current occupation of the land or building? If no, please provide contact details of current occupier(s) (if known):

.....

☐ Yes ☐ No Will you, or any other person, be on the property during the proposed activities? If yes, please provide contact details of person(s) who will be present:

Name(s):..... Contact Number(s):.....

☐ Yes ☐ No Do you require a courtesy telephone call prior to the activity commencing?

Contact Number(s):.....

☐ Yes ☐ No Are there any matters you would like us to consider during the activities e.g. future change in land use, dams, livestock yards, windbreaks, access roads, etc.

.....

.....

.....

If you have any questions, please contact **Ray O'Callaghan** on **0407 781 739**.



5 September 2023

AARNet Pty Ltd

Level 7, Tower
799 Pacific Highway
Chatswood, NSW 2067
PO Box 5519,
Chatswood, NSW 1515
landaccess@aarnet.edu.au

Contact Person: Blake Murray
Contact Number: 0431 086 183

JOAN HEARD & MURIEL JOYCE MORRISH
37 WICKS ROAD
MAIDEN GULLY VIC 3551

WORKS PROCEEDING NOTIFICATION
14G~L\PP3473 – 37 WICKS ROAD, MAIDEN GULLY VIC 3551

Dear Joan and Muriel,

RE: Proceeding Works outlined in Land Access Activity Notice issued 27 June 2023.

We note we have not received any written communication from you within the statutory 5-business day window period prior to the access start date of 25 July 2023.

Decision by AARNet

We confirm that AARNet intends to proceed with the Proposed Works as outlined in the Land Access Activity Notice sent on 27 June 2023. If you wish to discuss the undertakings made by AARNet, please contact Blake Murray as soon as possible.

Blake Murray
AARNet Pty Ltd

Encl. Land Access & Activity Notice dated 27 June 2023 issued to Joan Heard & Muriel Joyce Morrish.

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)