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

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

VOLUME 12340 FOLIO 616

Security no : 124113991578P
Produced 08/04/2024 12:46 PM

LAND DESCRIPTION

Lot A on Plan of Subdivision 823651S.
PARENT TITLE Volume 11449 Folio 055
Created by instrument PS823651S 08/11/2021

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
LEMON TREE RISE PTY LTD of 35 DEAN STREET TOCUMWAL NSW 2714
PS823651S 08/11/2021

ENCUMBRANCES, CAVEATS AND NOTICES

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

AGREEMENT Section 173 Planning and Environment Act 1987
AU508023M 28/06/2021

DIAGRAM LOCATION

SEE PS823651S FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: LISBON DRIVE COBRAM VIC 3644

ADMINISTRATIVE NOTICES

NIL

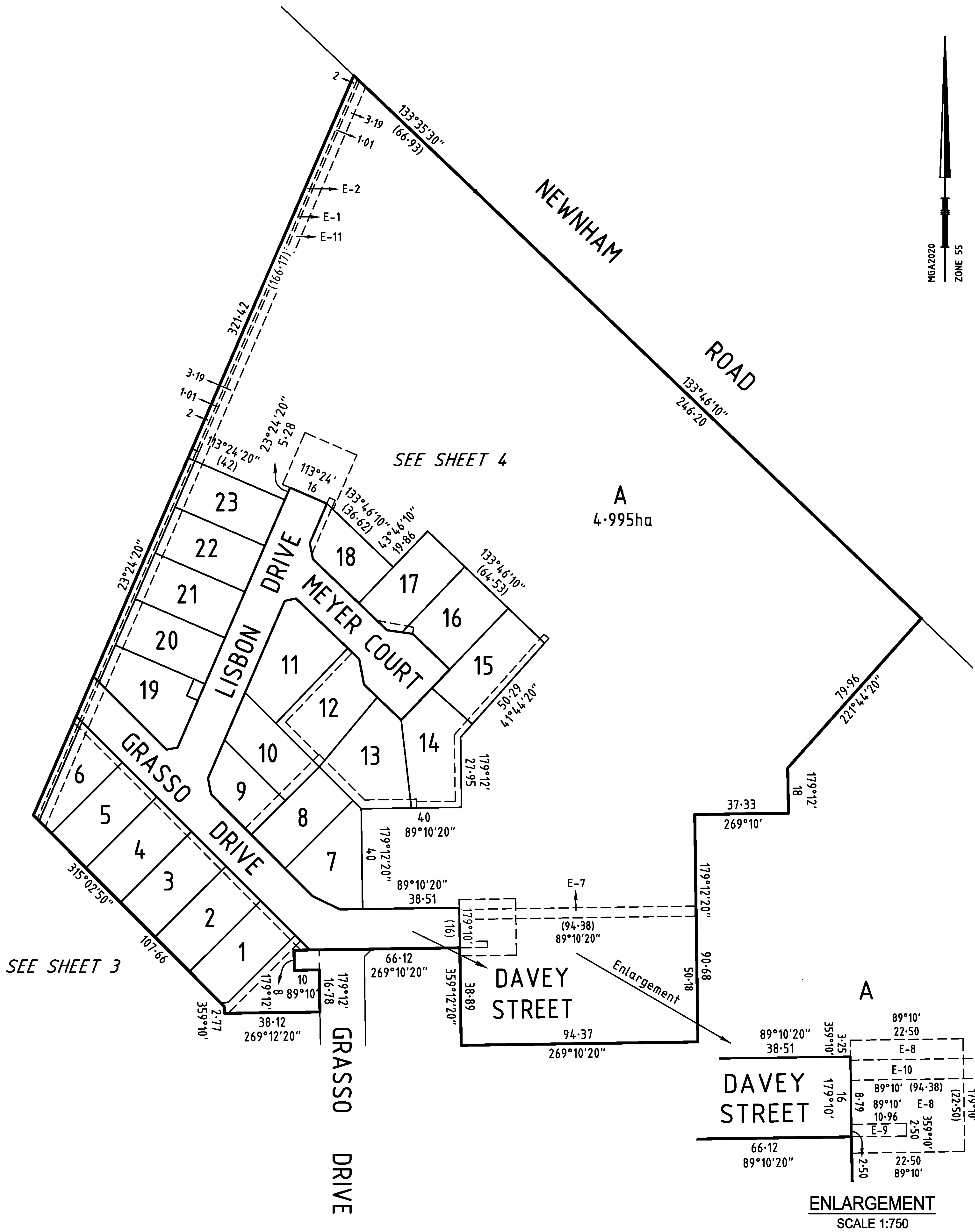
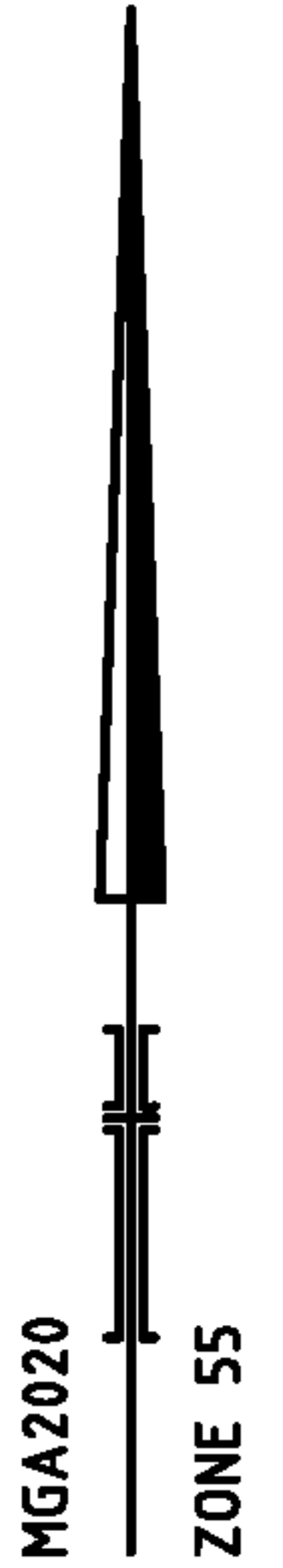
eCT Control 17753B TAYLOR & WHITTY PTY. LTD.
Effective from 08/11/2021

DOCUMENT END

Delivered from the LANDATA System by Dye & Durham Terrain Pty Ltd

PLAN OF SUBDIVISION		EDITION 1	PS823651S	
LOCATION OF LAND PARISH: Cobram TOWNSHIP: SECTION: CROWN ALLOTMENT: 3A(Part) & 4A(Part) CROWN PORTION: TITLE REFERENCE: C/T VOL 11449 FOL 055 LAST PLAN REFERENCE: Lot 1 PS713446H POSTAL ADDRESS: Grasso Drive (at time of subdivision) Cobram 3644 MGA2020 CO-ORDINATES: E: 378 030 ZONE: 55 (of approx centre of land in plan) N: 6 025 470		Council Name: Moira Shire Council Council Reference Number: 7/2019/35 Planning Permit Reference: 5/2018/40 SPEAR Reference Number: S145188V Certification This plan is certified under section 6 of the Subdivision Act 1988 Statement of Compliance This is a statement of compliance issued under section 21 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied Digitally signed by: David Young for Moira Shire Council on 07/10/2021		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL / BODY / PERSON			
ROAD R-1	Moira Shire Council			
RESERVE No 1	Powercor Australia Ltd			
RESERVE No 2	Moira Shire Council			
RESERVE No 3	Moira Shire Council			
NOTATIONS				
DEPTH LIMITATION Does not apply				
SURVEY: This plan is based on survey STAGING: This is not a staged subdivision Planning Permit No 5/2018/40 This survey has been connected to permanent marks No(s) 173, 174, 191, 249, 360 & 364 In Proclaimed Survey Area No 36				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour of
E-1 & E-3	Drainage	See Diag	LP58563	Lots on LP58563
E-1, E-2, E-3 & E-4	Drainage	See Diag	C/E T407976Y	Shire of Cobram
E-1, E-2, E-3, E-4, E-11 & E-12	Drainage	See Diag	AU561034F	Moira Shire Council
E-3, E-4, E-5, E-6, E-9 & E-12	Pipelines or Ancillary Purposes	See Diag	This Plan - Sec 136 Water Act 1989	Goulburn Valley Region Water Corporation
E-6 & E-13	Drainage	See Diag	This Plan	Moira Shire Council
E-7 & E-10	Power Line	4	This Plan - Sec 88 Electricity Industry Act 2000	Powercor Australia Ltd
E-8, E-9 & E-10	Carriageway	See Diag	This Plan	Moira Shire Council
Lemon Tree Rise Stage 1 (23 Lots)				AREA OF STAGE - 2.591ha
144 Welsford Street PO Box 926 Shepparton Vic 3632 T 61 3 5849 1000 spiire.com.au		SURVEYORS FILE REF: 306503SV01		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 4
		Digitally signed by: Michael John Meehan, Licensed Surveyor, Surveyor's Plan Version (6), 07/09/2021, SPEAR Ref: S145188V		PLAN REGISTERED TIME: 3:35PM DATE: 8/11/2021 B.HENLEY Assistant Registrar of Titles

PS823651S



SURVEYOR'S FILE REF: 306503SV01

SCALE 1: 1500

LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3

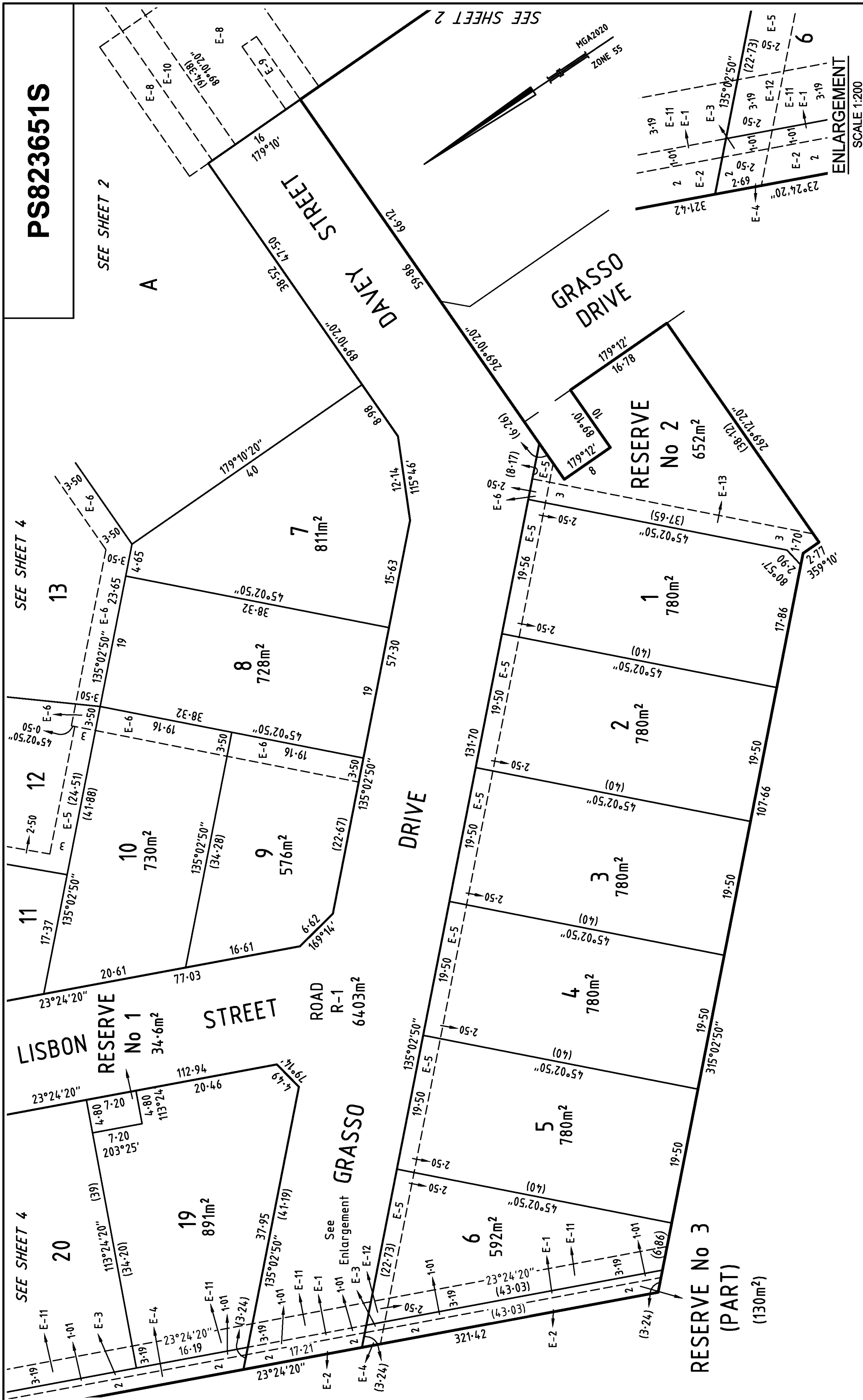
SHEET 2



144 Welsford Street
PO Box 926
Shepparton Vic 3632
T 61 3 5849 1000
spiire.com.au

Digitally signed by: Michael John Meehan, Licensed Surveyor,
Surveyor's Plan Version (6),
07/09/2021, SPEAR Ref: S145188V

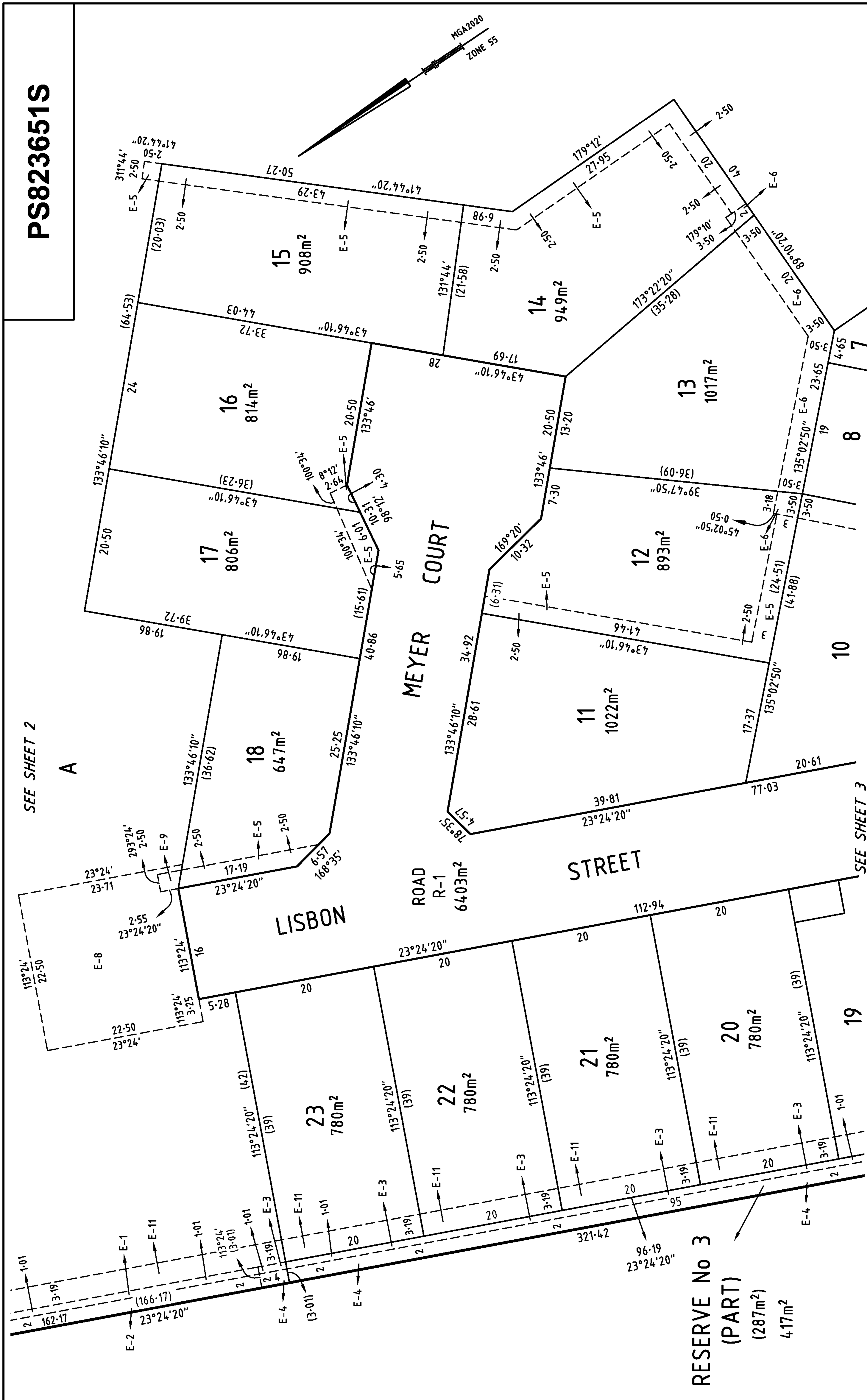
Digitally signed by:
Moira Shire Council,
07/10/2021,
SPEAR Ref: S145188V



PS823651S

SURVEYOR'S FILE REF: 306503SV01 spire 144 Welsford Street PO Box 926 Shepparton Vic 3632 T 61 3 5849 1000 spire.com.au	SCALE 1:500 LENGTHS ARE IN METRES 0 5 10 15 20	ORIGINAL SHEET SIZE: A3 SHEET 3
	Digitally signed by: Michael John Meehan, Licensed Surveyor, Surveyor's Plan Version (6), 07/09/2021, SPEAR Ref: S145188V	Digitally signed by: Moira Shire Council, 07/10/2021, SPEAR Ref: S145188V

PS823651S



SEE SHEET 2
A

SEE SHEET 3

SURVEYOR'S FILE REF: 306503SV01 144 Welsford Street PO Box 926 Shepparton Vic 3632 T 61 3 5849 1000 spire.com.au	SCALE 1: 500 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 4
	Digitally signed by: Michael John Meehan, Licensed Surveyor, Surveyor's Plan Version (6), 07/09/2021, SPEAR Ref: S145188V		



Russell Kennedy
Lawyers

MOIRA SHIRE COUNCIL

and

LEMON TREE RISE PTY LTD

**AGREEMENT MADE PURSUANT TO
SECTION 173 OF THE PLANNING AND
ENVIRONMENT ACT 1987**

Land: Lot 1 on PS713446H, Grasso Drive,
Cobram Victoria 3644

Russell Kennedy Pty Ltd ACN 126 792 470 ABN 14 940 129 185
Level 12, 469 La Trobe Street, Melbourne VIC 3000 PO Box 5146, Melbourne VIC 3001 DX 494 Melbourne
T +61 3 9609 1555 F +61 3 9609 1600 info@rk.com.au russellkennedy.com.au

An international member of

AllyLaw

Liability limited by a scheme approved under Professional Standards Legislation.

THIS AGREEMENT IS DATED

23rd June

2021

PARTIES

- 1 **MOIRA SHIRE COUNCIL**
of 44 Station Street, Cobram Victoria 3643
(Council)
- 2 **LEMON TREE RISE PTY LTD**
ACN 608 790 352
of 35 Dean Street, Tocumwal New South Wales 2714
(Owner)

RECITALS

- A The Council is the responsible authority under the Act for the Scheme.
- B The Owner is registered or is entitled to be registered as proprietor of the Land.
- C Conditions 27 and 28 of the Permit provide as follows:

"(27) Before the Statement of Compliance is issued under the Subdivision Act 1988 the owner must enter into an agreement with the Responsible Authority under Section 173 of the Planning and Environment Act 1987.

The agreement must:

- *State that it has been prepared for the purpose of an exemption from a planning permit under Clause 44.06-2 of the Moira Planning Scheme.*
- *Incorporate the plan prepared in accordance with Clause 52.47-2.4 of this planning scheme and approved under this permit.*
- *State that if a dwelling is constructed on the land without a planning permit that the bushfire protection measures set out in the plan incorporated into the agreement must be implemented and maintained to the satisfaction of the responsible authority on a continuing basis.*

The land owner must pay the reasonable costs of the preparation, execution and registration of the Section 173 Agreement.

(28) The Bushfire Management Plan, Drawing no. 302548902, Version 1, Dated 10th January 2018 must be endorsed to form part of the permit, be included as an annexure to the section 173 agreement and must not be altered unless otherwise agreed in writing by the CFA and the Responsible Authority."

- D This Agreement has been entered into in order to:
 - (i) comply with conditions 27 and 28 of the Permit;
 - (ii) provide for an exemption from a planning permit under Clause 44.06-2 of the Scheme;
 - (iii) prohibit, restrict or regulate the use or development of the Land; and

- (iv) achieve and advance the objectives of planning in Victoria or the objectives of the Scheme in relation to the Land.

E This Agreement is made under Division 2 of Part 9 of the Act.

OPERATIVE PROVISIONS

1 DEFINITIONS

In this Agreement:

- (a) **Act** means the *Planning and Environment Act 1987*.
- (b) **Agreement** means this Agreement, including the recitals and any annexures to this Agreement.
- (c) **Bushfire Management Plan** means the plan prepared by Spiire dated 10 January 2018, endorsed on 25 March 2021 with the stamp of Council as the plan which forms part of the Permit, a copy of which is attached as Annexure 1 to this Agreement.
- (d) **Business Day** means Monday to Friday excluding public holidays in Victoria.
- (e) **Dwelling** has the same meaning as in the Scheme.
- (f) **Land** means the land known as Lot 1 on PS713446H, Grasso Drive, Cobram Victoria 3644 being the whole of the land more particularly described in certificate of title volume 11449 folio 055.
- (g) **Mortgagee** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as mortgagee of the Land or any part of it.
- (h) **Owner** means the person or persons who are registered or are entitled to be registered as proprietor of an estate in the Land or any part thereof, and includes a mortgagee in possession.
- (i) **Permit** means planning permit 5/208/40 issued in respect of the Land by Council on 19 June 2018 allowing for the subdivision of land into 67 lots (Staged).
- (j) **Scheme** means the Moira Planning Scheme or any other planning scheme which applies to the Land from time to time.

2 COMMENCEMENT

This Agreement comes into force on the date it was made as set out above.

3 ENDING OR AMENDING AGREEMENT

3.1 Ending or amending

This Agreement ends or may be amended in accordance with the Act.

3.2 Cancellation or alteration of recording

As soon as reasonably practicable after this Agreement has ended or has been amended, the Council must, at the request and at the cost of the Owner, apply to the Registrar of Titles under

the Act to cancel or alter the recording of this Agreement on the folio of the Register to the Land.

4 OWNER'S COVENANTS

4.1 Owner's covenants regarding the Land

The Owner covenants and agrees that if a Dwelling is constructed on the Land without a planning permit that the bushfire protection measures set out in the Bushfire Management Plan must be implemented and maintained to the ongoing satisfaction of Council.

4.2 Bushfire Management Plan

The Owner covenants and agrees that the Bushfire Management Plan must not be altered except with the prior written approval of the Country Fire Authority and Council.

4.3 Successors in title

Until this Agreement is recorded on the folio of the Register which relates to the Land pursuant to section 181 of the Act, the Owner must ensure that the Owner's successors in title give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement including requiring the successors in title to execute a deed agreeing to be bound by the terms of this Agreement. Until that deed is executed, the Owner, being a party to this Agreement, remains liable to perform all of the Owner's obligations contained in this Agreement.

4.4 Further assurance

The Owner must do all things necessary (including signing any further agreement, acknowledgment or document) to enable the Council to record this Agreement on the folio of the Register which relates to the Land.

4.5 Payment of Council's costs

The Owner agrees to pay on demand to the Council the Council's costs and expenses (including any legal fees incurred on a solicitor-client basis) of and incidental to the preparation, execution, recording, removal, amendment and enforcement of this Agreement.

4.6 Mortgagee to be bound

The Owner covenants to obtain the consent of any Mortgagee to be bound by the covenants in this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

4.7 Indemnity

The Owner covenants to indemnify and keep the Council, its officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgement or claim brought by any person arising from or referable to this Agreement or any non-compliance with this Agreement.

4.8 Non-compliance

If the Owner has not complied with this Agreement within 14 days after the date of service on the Owner by the Council of a notice which specifies the Owner's failure to comply with any provision of this Agreement, the Owner covenants:

- 4.8.1 to allow the Council its officers, employees, agents, workmen and contractors to enter the Land and rectify the non-compliance;
- 4.8.2 to pay to the Council on demand, the Council's reasonable costs and expenses (Costs) incurred as a result of the Owner's non-compliance;
- 4.8.3 to pay interest at the rate of 2% above the rate prescribed under section 2 of the *Penalty Interest Rates Act 1983* on all moneys which are due and payable but remain owing under this Agreement until they are paid in full;
- 4.8.4 if requested to do so by the Council, to promptly execute in favour of the Council a mortgage to secure the Owner's obligations under this Agreement,

and the Owner agrees:

- 4.8.5 to accept a certificate signed by the Chief Executive Officer of the Council (or any nominee of the Chief Executive Officer) as prima facie proof of the Costs incurred by the Council in rectifying the Owner's non-compliance with this Agreement;
- 4.8.6 that any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid Costs of the Council and then applied in repayment of the principal sum;
- 4.8.7 that all Costs or other monies which are due and payable under this Agreement but which remain owing shall be a charge on the Land until they are paid in full; and
- 4.8.8 if the Owner executes a mortgage as required by clause 4.8.4, any breach of this Agreement is deemed to be a default under that mortgage.

4.9 Council access

The Owner covenants to allow the Council and its officers, employees, agents, workmen and contractors or any of them, to enter the Land (at any reasonable time) to assess compliance with this Agreement.

4.10 Covenants run with the Land

The Owner's obligations in this Agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and every part of it, and bind the Owner and its successors, assignees and transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land.

4.11 Owner's warranty

The Owner warrants and covenants that:

- 4.11.1 the Owner is the registered proprietor (or is entitled to become the registered proprietor) of the Land and is also the beneficial owner of the Land;

- 4.11.2 the execution of this Agreement by the Owner complies with the Registrar's Requirements for Paper Conveyancing Transactions made under section 106A of the *Transfer of Land Act 1958*;
- 4.11.3 there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land which have not been disclosed by the usual searches of the folio of the Register for the Land or notified to the Council;
- 4.11.4 no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to in section 42 of the *Transfer of Land Act 1958*; and
- 4.11.5 until this Agreement is recorded on the folio of the Register which relates to the Land, the Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part of the Land without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

5 GENERAL

5.1 No fettering of Council's powers

This Agreement does not fetter or restrict the Council's power or discretion in respect of any of the Council's decision making powers including but not limited to an ability to make decisions under the *Local Government Act 1989*, and the Act or to make or impose requirements or conditions in connection with any use or development of the Land or the granting of any planning permit, the approval or certification of any plans of subdivision or consolidation relating to the Land or the issue of a Statement of Compliance in connection with any such plans.

5.2 Time of the essence

Time is of the essence as regards all dates, periods of time and times specified in this Agreement.

5.3 Counterparts

- 5.3.1 This Agreement may be executed in any number of counterparts and all the counterparts together constitute one and the same instrument; and
- 5.3.2 A copy of an original executed counterpart received by email:
 - (a) must be treated as an original counterpart;
 - (b) is sufficient evidence of the execution of the original; and
 - (c) may be produced in evidence for all purposes in place of the original.

5.4 Governing law and jurisdiction

This Agreement is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts and tribunals of Victoria and waives any right to object to proceedings being brought in those courts or tribunals.

5.5 Enforcement and severability

- 5.5.1 This Agreement shall operate as a contract between the parties and be enforceable as such in a Court of competent jurisdiction regardless of whether, for any reason, this Agreement were held to be unenforceable as an agreement pursuant to Division 2 of Part 9 of the Act.
- 5.5.2 If a Court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void, then it shall be severed and the other provisions of this Agreement shall remain operative.

6 NOTICES

6.1 Service of notice

A notice or other communication required or permitted, under this Agreement, to be served on a person must be in writing and may be served:

- 6.1.1 personally on the person;
- 6.1.2 by leaving it at the person's address set out in this Agreement;
- 6.1.3 by posting it by prepaid post addressed to that person at the person's current address for service;
- 6.1.4 by email to the person's current email address notified to the other party; or
- 6.1.5 by facsimile to the person's current number notified to the other party.

6.2 Time of service

A notice or other communication is deemed served:

- 6.2.1 if served personally or left at the person's address, upon service;
- 6.2.2 if posted within Australia to an Australian address by express post, two Business Days; by standard post, six Business Days after posting;
- 6.2.3 if sent by email, subject to the clause 6.2.5, at the time of receipt as specified in section 13A of the *Electronic Transactions (Victoria) Act 2000*;
- 6.2.4 if served by facsimile, subject to the clause 6.2.5, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile; and
- 6.2.5 if received after 5.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

6.3 Proof of receipt of notice by email

In proving that a notice given by email has been received by the recipient, it is sufficient to produce an acknowledgement or receipt that the email has reached the recipient's email address.

7 INTERPRETATION

In this Agreement, unless the contrary intention appears:

- 7.1 the singular includes the plural and vice versa;
- 7.2 a reference to a document or instrument, including this Agreement, includes a reference to that document or instrument as novated, altered or replaced from time to time;
- 7.3 a reference to an individual or person includes a partnership, body corporate, government authority or agency and vice versa;
- 7.4 a reference to a party includes that party's executors, administrators, successors, substitutes and permitted assigns;
- 7.5 words importing one gender include other genders;
- 7.6 other grammatical forms of defined words or expressions have corresponding meanings;
- 7.7 a covenant, undertaking, representation, warranty, indemnity or agreement made or given by:
 - 7.7.1 two or more parties; or
 - 7.7.2 a party comprised of two or more persons,is made or given and binds those parties or persons jointly and severally;
- 7.8 a reference to a statute, code or other law includes regulations and other instruments made under it and includes consolidations, amendments, re-enactments or replacements of any of them;
- 7.9 a recital, schedule, annexure or description of the parties forms part of this Agreement;
- 7.10 if an act must be done on a specified day that is not a Business Day, the act must be done instead on the next Business Day;
- 7.11 if an act required to be done under this Agreement on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;
- 7.12 a reference to an authority, institution, association or body (original entity) that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity;
- 7.13 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Agreement.

EXECUTED pursuant to Division 2 of Part 9 of the Act.

THE COMMON SEAL of the MOIRA SHIRE)
COUNCIL was affixed hereto by authority of)
the Council on the 23 day of June)
2021)
in the presence of:)






Chief Executive Officer

AU508023M

SIGNED SEALED AND DELIVERED by)
LEMON TREE RISE PTY LTD in accordance)
with section 127(1) of the Corporations Act)
2001 (Cth) by being signed by authorised)
persons:)

X 
Director

ASHLEY JAMES CRAWFORD
Full Name

4 LABELLE CRT TOCOMBAVAL
Usual Address

Date: 17-6-21

X 
Director

Brendan Robert Crawford
Full Name

462 Buxleingham Rd Narang
Usual Address
Vic

AU50802

ANNEXURE 1

(Copy of Bushfire Management Plan)



PLANNING & ENVIRONMENT ACT
1987
MOIRA PLANNING SCHEME
Plan referred to in permit to use and/or develop land.
Permit No. 5/20118/40
Sheet 1 of 1 Date 25 March 2021
Town Planner

Bushfire Management Plan
Grasso Drive Cobram
Lot 1 on PS713446H

spiire

144 Melbourn Street
PO Box 250
Shepparton VIC 3632
T 03 5460 1000
spiire.com.au

REV.	AMENDMENT	APPROVED	DATE

Scale A3
1:2500

Coordinate Datum: GDA04
Drawing No.: 0020548P002
Version: 1

Drawn By: ES
Checked By: CC
Date: 10/01/2019

Legend

BUILDING ENVELOPE BAL19

BAL12-5 BAL19

- NOTATIONS**
- GENERAL
- All dimensions shown are in metres
- DEFENDABLE SPACE**
- Grass must be short, cropped and maintained during the declared fire danger period
 - All leaves and vegetation debris must be removed at regular intervals during the declared fire danger period
 - Within 10 metres of a building, flammable objects must not be located close to the vulnerable parts of the building
 - Plants greater than 10 centimetres in height must not be placed within 3m of a window or door
 - Signage must not be located under the canopy of trees
 - Individual and clumps of shrubs must not exceed 5m in area and must be separated by at least 5 metres
 - Trees must not overhang or touch any elements of the building
 - The canopy of trees must be separated by at least 5 metres
 - There must be a clearance of at least 2 metres between the lowest tree branches and ground level
 - The canopy of trees must be separated by at least 2 metres
- BUILDING CONSTRUCTION**
- Buildings will be designed and constructed to the minimum Bushfire Attack Level designated for the site, in accordance with AS3959-2009.
- WATER SUPPLY**
- Each dwelling on lots less than 1,000sqm must have 5,000 litres of effective water supply that is maintained and used solely for fire fighting purposes which will meet the following requirements:
 - Stored in an above ground water tank constructed of concrete or metal.
 - Have a fixed above ground water pipes and fittings required for fire fighting purposes made of corrosion resistant material.
 - The water supply may be in the same tank as other water supplies provided that a separate outlet is reserved for fire fighting water supplies.
 - Each dwelling on lots greater than 1,000sqm must have 10,000 litres of effective water supply that is maintained and used solely for fire fighting purposes which will meet the following requirements:
 - Stored in an above ground water tank constructed of concrete or metal.
 - Have a fixed above ground water pipes and fittings required for fire fighting purposes made of corrosion resistant material.
 - The water supply may be in the same tank as other water supplies provided that a separate outlet is reserved for fire fighting water supplies.
 - Firefighting and access must be provided.
 - Be readily identifiable from the building or surrounding area by signage to the satisfaction of the relevant fire approved building.
 - Be located within 60 metres of the outer edge of the approved building.
 - The outlets of the water tank must be within 4 metres of the water tank and unobstructed.
 - Incorporate a separate ball or grate valve (British Standard Pipe (BSP) 65 millimetre) and coupling (60 millimetre CFA 3 bronze per inch nominal size) and fittings must be a minimum of 65 millimetres (including CFA coupling).

- ACCESS**
- Driveways that are less than 30 metres in length (measured from the public road to either the building or the water supply outlet, whichever is longer) there are no design and construction requirements.
 - Driveways that are more than 30 metres in length (measured from the public road to either the building or the water supply outlet, whichever is longer) must be designed and constructed to the following standards:
 - All weather construction.
 - A load limit of at least 15 tonnes.
 - Provide a minimum trafficable width of 7.5 metres.
 - The size of encroachments for at least 0.5 metres on each side and at least 4 metres vertically.
 - Curves must have a minimum inner radius of 10 metres.
 - The average grade must be no more than 1 in 7 with a minimum grade no more than 1 in 5 for no more than 50 metres.
 - Drive must have no more than a 1 in 8 entry and exit angle.