



For Sale



864 Acres

691 Ellendale Road, Ellendale
"DALLY DOWNS" ~ 864 AC

3 Titles. Beautiful Home & gardens and outstanding panoramic views. Extensive infrastructure with first Class Shedding, 3 x Stockyards, Superb Water with 25 dams, solar pump and troughs. 2 x Staff amenities. 3 x stockyards. 26 paddocks, excellent to new fencing. Currently running 220 Cow-Calf units bulls and replacement Heifers. Exceptional pasture improvements and fert history. Cutting around 900 rounds each year. 4 Bay Garage/workshop, new hay sheds etc.

For Sale: EOI – Closing March 14th 2024 - COB

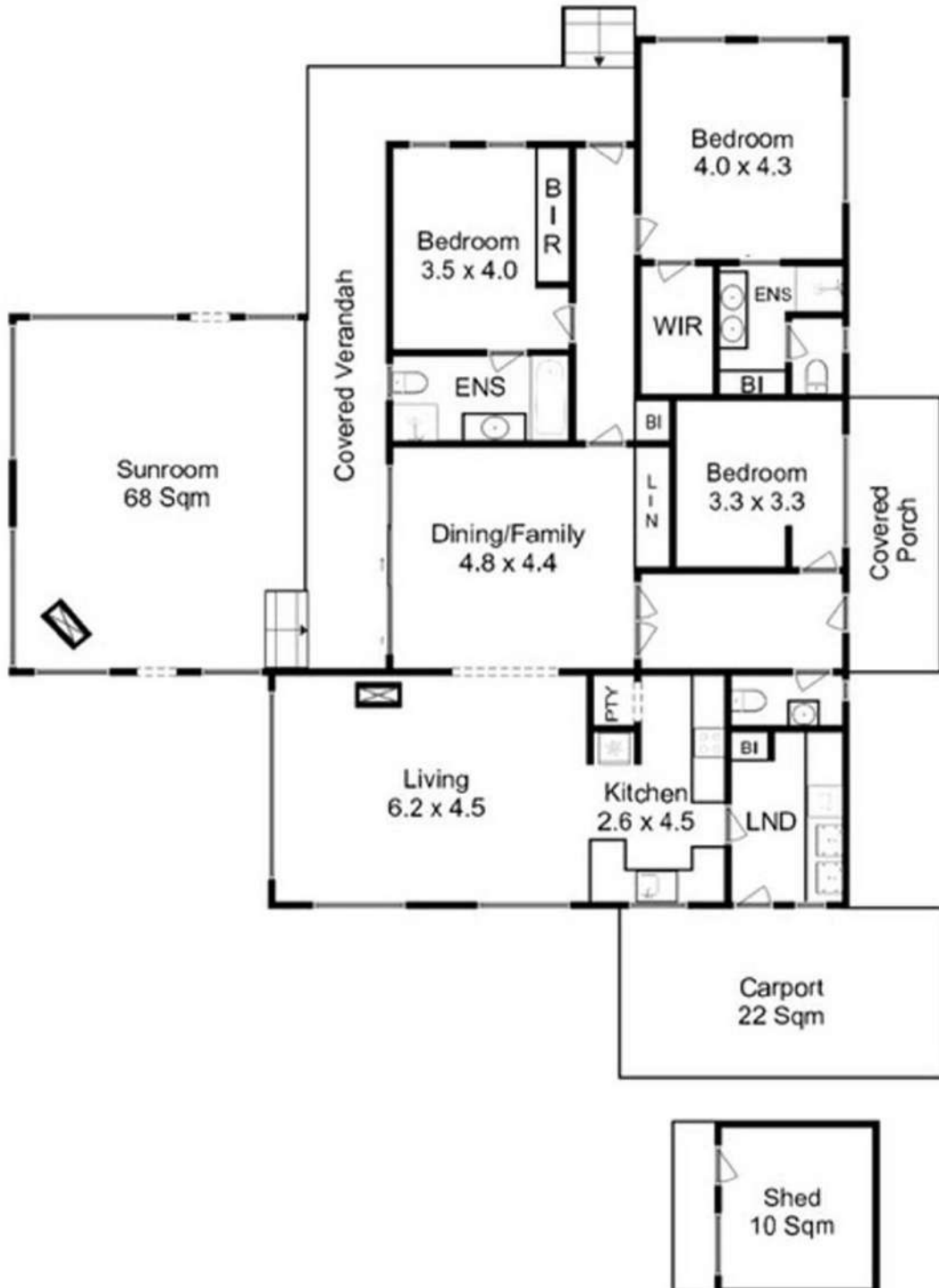


Cade Ebdon
 0409 908 118

Livestock Manager and Property Consultant



Main House



Outbuildings not in correct position

This floor plan is for marketing purposes and is to be used as a guide.



**Standard Form Contract for Sale of Real
Estate in Tasmania**

The Particulars of Sale (2023)

© Law Society of Tasmania 2023

The Standard Form Contract for Sale of Real Estate in Tasmania (2023) as approved for use by the Law Society of Tasmania and the Real Estate Institute of Tasmania is made up of two parts:

1. these agreed variables and non-standard clauses, known as “the Particulars of Sale (2023)”; and
2. the standard clauses known as “the Standard Conditions of Sale (2023)”.

The Standard Conditions of Sale are adopted as part of the Contract by signature of the Particulars of Sale.

The parties may add special clauses in the Particulars of Sale, for instance to make their agreement subject to finance, sale, inspection, or other issues.

The Particulars of Sale may vary the Standard Form Contract. The Particulars of Sale have priority if there is any inconsistency with the Standard Conditions of Sale.

The drafting of the Particulars of Sale should make evident changes to the provisions of the Standard Form Contract.

Words defined in the Particulars of Sale have that meaning when used in the Standard Conditions of Sale.

WORDS	DEFINITION
Contract Date	The day of2023
Vendor <i>(The seller of the Property)</i>	<p><i>Name:</i> KEVIN WAYNE TOWNS & SUSAN JOAN TOWNS as trustees for KEVIN TOWNS FAMILY TRUST</p> <p><i>Address:</i> 691 Ellendale Road</p> <p><i>Suburb:</i> Ellendale <i>State:</i> TAS</p> <p><i>Postcode:</i> 7140 <i>Phone:</i></p> <p><i>Email:</i> <i>ABN:</i></p>
Vendor’s Solicitor or Conveyancer	<p><i>Firm:</i> BAKER WILSON DAVIES <i>Person:</i> TIM DAVIES</p> <p><i>Address:</i> 3 Wilmot Road Huonville TAS 7109</p>
Purchaser <i>(The buyer of the Property)</i>	<p><i>Name:</i></p> <p><i>Address:</i></p> <p><i>Suburb:</i> <i>State:</i></p> <p><i>Postcode:</i> <i>Phone:</i></p> <p><i>Email:</i> <i>ABN:</i></p>
Purchaser’s	<p><i>Firm:</i> <i>Person:</i></p>

WORDS	DEFINITION
Solicitor or Conveyancer	<i>Address:</i>
Property <i>(If part only, accurately describe part)</i>	<p>That portion of the Vendor's property at 691 Ellendale Road Ellendale TAS 7140 contained in C/T 165870/3 and C/T 165870/4 shown as Lots 1 and 2 on the Plan of Survey annexed hereto as Annexure A, and consisting of approximately 107.31 ha and 12.06 ha ("Boundary Adjusted Properties"). Title searches to the current parent titles (prior to adjustment) are annexed hereto as Annexure B for reference only.</p> <p>The Vendor's property at 691 Ellendale Road Ellendale TAS 7140 as shown and described as C/T 173269/2 on the title search and plan annexed hereto as Annexure C (including covenant).</p> <p>Property Identifier Number(s): 9011204</p>
Chattels <i>(List the Chattels included in this sale or attach annexure)</i>	<p>All fixed floor coverings, all window furnishings, all light fittings, Westinghouse stove/oven, Miele dishwasher,</p> <p>Irrigation pumps (solar and electric), 3 stockyards, water troughs and all other buildings, sheds, and fixed improvements thereon.</p>
Sale Price <i>(See Standard Condition 2)</i>	\$.....
Deposit <i>(See Standard Condition 2)</i>	\$.....
Deposit Holder <i>(See Standard Condition 2)</i>	<p>AWN Livestock & Property Pty Ltd Gate 4, Frederick Street BROOKLYN VIC 3012</p>
Deposit Payment Time <i>(See Standard Condition 2)</i>	<p>Either <input type="checkbox"/> On the Contract Date or <input type="checkbox"/> Other date – (specify):</p>
GST Treatment <i>(See Standard Condition 11)</i>	<p><i>Mark a box to indicate the GST Treatment</i></p> <p>Either <input type="checkbox"/> The sale is not a taxable supply or <input type="checkbox"/> The Margin Scheme applies and the Sale Price includes GST or <input type="checkbox"/> The GST-free Going Concern concession applies and/or <input checked="" type="checkbox"/> The GST-free Farm Land concession applies and/or <i>If the treatment above does not apply:</i> <input type="checkbox"/> The Sale Price includes GST or <input type="checkbox"/> The Sale Price is plus GST</p>
GST Withholding	<p><i>Mark a box to indicate the GST Withholding Treatment</i></p> <p>Either GST withholding is not required because:</p>

WORDS	DEFINITION
<p>Treatment (See Standard Condition 11)</p>	<p><input type="checkbox"/> The sale is not a taxable supply, or</p> <p><input checked="" type="checkbox"/> The sale is GST-free, or</p> <p><input type="checkbox"/> The sale is not of new residential premises or potential residential land, or</p> <p><input type="checkbox"/> The Property is potential residential land and the Purchaser is acquiring with a creditable purpose</p> <p>or GST withholding is required and the sale is:</p> <p><input type="checkbox"/> wholly subject to GST withholding, or</p> <p><input type="checkbox"/> only partly subject to GST withholding</p>
<p>Completion Date (See Standard Condition 3)</p>	<p>Either The day of2024</p> <p>or <input type="checkbox"/> Another date (<i>specify</i>):</p>
<p>Availability</p>	<p>On the Completion Date, the Vendor must make available to the Purchaser:</p> <p>Either <input checked="" type="checkbox"/> Vacant possession of the Property</p> <p>or <input type="checkbox"/> The right to receive rents and profits of the Property. A copy of the lease(s) is attached</p> <p>or <input type="checkbox"/> Other (<i>specify</i>):</p>
<p>Purchaser's Required Purpose (See Standard Condition 5)</p>	<p>Either <input checked="" type="checkbox"/> The Purchaser's Required Purpose termination right does not apply</p> <p>or The Purchaser may terminate this Contract and be refunded the Deposit (if paid) if there are any legal restrictions burdening the Property that may hinder or prevent the Purchaser from using the Property for the purpose of:</p> <p><input type="checkbox"/> Vacant residential land, or</p> <p><input type="checkbox"/> Residential dwelling, or</p> <p><input type="checkbox"/> Other (<i>specify</i>):</p>
<p>Vendor Warranty (See Standard Condition 10)</p>	<p>The Standard Condition 10 exclusion of warranties applies:</p> <p>Either <input checked="" type="checkbox"/> Without qualification – the Property is sold “as is/where is”</p> <p><input type="checkbox"/> Subject to any Additional Special Clause, the Vendor warrants that, as far as the Vendor is aware* or ought to have been aware, there are no outstanding completion certificates or occupancy permits required for existing buildings, statutory orders or permit conditions on the Property.</p> <p>*The Vendor is deemed to be aware if they performed, were responsible for or caused to be performed the relevant work.</p> <p>or <input type="checkbox"/> The Vendor warrants that to the best of the Vendor's knowledge the attached statement is accurate</p>

WORDS	DEFINITION
Neighbourhood Disputes About Plants Act 2017 (Tas)	<p>Is the Vendor aware of an application or order under the <i>Neighbourhood Disputes About Plants Act 2017</i> (Tas) been made in relation to the Property:</p> <p>Either <input type="checkbox"/> Yes - a copy of the application and any additional information filed with the relevant tribunal or the order is attached</p> <p>or <input checked="" type="checkbox"/> No</p>
Strata Titles Act 1998 (Tas)	<p>Is the Property subject to a strata scheme under the <i>Strata Titles Act 1998</i> (Tas)?</p> <p>Either <input type="checkbox"/> Yes</p> <p><i>Note: If the Property is subject to a strata scheme, Purchasers should familiarise themselves with the scheme, including its levies, insurance coverage and financial position and the requirements of the Act. A guide to strata schemes is available at: https://nre.tas.gov.au/Documents/strata.pdf</i></p> <p>or <input checked="" type="checkbox"/> No</p> <p>If the above selection is incorrect, then the Purchaser may terminate this Contract by notice to the Vendor given within seven (7) days after the Contract Date, and the Purchaser will be entitled to any deposit paid but neither party will be otherwise entitled to any compensation.</p>
Cooling Off (See Standard Condition 21)	<p>The cooling off provision of three (3) Business Days:</p> <p>Either <input type="checkbox"/> Applies</p> <p>or <input checked="" type="checkbox"/> Does not apply</p> <p>If no selection is made, the cooling off provision does not apply.</p>

SPECIAL CLAUSES

Use Special Clauses to alter the Standard Conditions of Sale.

Finance Clause	<i>If this Contract is subject to finance, complete all relevant details below. All relevant details must be completed for the following clause to apply.</i>
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It is a condition precedent to the Purchaser's obligation to complete this Contract, that within the Finance Period, the Financier makes available to the Purchaser a loan of the Finance Amount, on terms currently available in transactions of a similar nature.

The Purchaser is the party benefited by this condition precedent.

Finance Amount	<i>(Insert amount)</i> \$.....
Financier	<i>(Insert name)</i>
Finance Period	<i>(Complete)</i> Either Until the day of20..... or <i>(insert number)</i> days from the Contract Date or

Subject to Sale Clause	<i>If this Contract is subject to the signing and /or settlement of the sale of the Purchaser's Property, complete all relevant details below. All relevant details must be completed for the following clause to apply.</i>
Purchaser's Property	(Insert address)

- **Subject to Contract:** It is a condition precedent to the Purchaser's obligation to complete this Contract, that within the nominated Contract Selling Period, the Purchaser obtains a contract for the sale of the Purchaser's Property that is free of any unsatisfied condition precedent. The Purchaser must offer the Purchaser's Property for sale for no more than the Maximum Asking Price.

Contract Selling Period	Either <input type="checkbox"/> Not applicable or By the day of20.../ or within.....days from.....
Maximum Asking Price	(Insert amount) \$.....

- **Subject to Completion:** It is a condition precedent to the Purchaser's obligation to complete this Contract, that a sale of the Purchaser's Property is completed on or before the nominated for Sale Settlement Deadline.

Sale Settlement Deadline	Either <input type="checkbox"/> Not applicable or The day of20.../ or withindays from.....
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Inspection Clause	<i>If this Contract is subject to a building inspection. All relevant details must be completed for the following clause to apply.</i>
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The Purchaser may have reasonable access to the Property during the Building Inspection Period to inspect buildings and other improvements on the Property personally or by agents, at the Purchaser's cost. If, strictly within the Building Inspection Period, the Purchaser serves on the Vendor:

- a copy of a report, by a building inspector holding professional indemnity cover for that work or a licensed Building Services Provider under the *Occupational Licensing Act 2005 (Tas)*, both:
 - specifying one or more defects in buildings and other improvements on the Property; and
 - certifying that the defects are likely to cost more to remedy than the Defect Limit; and
- notice that the Purchaser terminates this Contract in response to that report,

then the parties' obligations under this Contract end and the Purchaser is entitled to a refund of the Deposit, but neither party is otherwise entitled to compensation.

Building Inspection Period	(Complete) until the day of20..... or (Insert number of days) days from
Defect Limit	Either per cent of the Sale Price or \$

Shorter Period Clause	<i>If selected below the Vendor may shorten the period to satisfy Special Clauses.</i>
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The Vendor may, by notice in writing to the Purchaser, shorten to two (2) Business Days after the day on which that notice is given the period for satisfying:

Either	<input type="checkbox"/> all of the special clauses to this Contract
Or	<input type="checkbox"/> the following special clauses.....
Or	<input type="checkbox"/> the Shorter Period Clause does not apply

Additional Special Clauses are annexed


(Complete if there are attachments) The attached annexure page(s) are part of this Contract.


Subject to these Particulars of Sale, the Standard Conditions of Sale:

- allow the Purchaser to terminate without penalty within a cooling off period; and
- provide for sale as is/where is, without promises about physical condition, permits or certificates.


By signature the parties confirm:


- they have read these Particulars of Sale and the Standard Conditions of Sale 2023;
- their intention to be bound by this Contract for the sale of real estate;
- they had the opportunity to take necessary advice before signing the Particulars of Sale; and
- the Standard Conditions of Sale 2023 form part of this contract.

Vendor Signature 

in the presence of: *Witness Signature* 

Name, Address, Occupation of Witness.....

Purchaser Signature 

in the presence of: *Witness Signature* 

Name, Address, Occupation of Witness.....

Boundary Adjustment Clause

1. It is a condition precedent to completion of this Contract, that the Recorder of Titles issues separate titles to the Boundary Adjusted Properties.
2. If separate titles to the Boundary Adjusted Properties have not issued within 90 days of the Contract Date, either party may serve notice on the other calling for issuance of the separate titles.
3. If separate titles to the Property have not issued within 60 days of the date of service of a notice calling for issuance of the separate titles then:
 - a) the parties obligations to complete the contract shall be void and at an end, and,
 - b) the Purchaser shall be entitled to the return of any deposit paid, and
 - c) neither party shall be entitled to compensation.
4. The description and plan of the Boundary Adjusted Properties is agreed to be subject to survey and boundary adjustment approval and any minor or inconsequential amendments which do not deviate in any significant extent from the plan attached hereto shall not entitle either party to compensation.
5. The schedule of easements will provide that the Vendor will not be required to fence and such rights as shown on the plan of survey and any required by council in the planning permit, but no other rights will be created over the Property by the boundary adjustment.
6. The Vendor must pay the Council and Government fees and surveyor's costs of the adjustment of the boundaries and the plan necessary to do so.
7. The Vendor must satisfy any conditions of any planning permit for the boundary adjustment required by council or other authorities before completion and may not force completion without doing so.
8. Each party must pay the fees of their own lawyer.
9. The Purchaser must pay the Government stamp duty and filing fee on registering the transfer to the Purchaser.
10. The Vendor's lawyer will have carriage of the progress of the boundary adjustment at the Land Registry.
11. The Purchaser must not lodge a caveat over the Property or any larger parcel containing the Property. The Purchaser irrevocably appoints the Vendor, to be the Purchaser's attorney to sign a withdrawal of a caveat lodged by the Purchaser contrary to this clause.
12. The Vendor may deal with the Property prior to completion and without limitation, may mortgage, charge or give other securities over the Property and the Purchaser must not object to any dealings by the Vendor.

<p>As Is Where Is Clause</p>	<ol style="list-style-type: none"> 1. The Purchaser agrees the Property and the Chattels are sold on an “as is where is” basis. 2. The Purchaser having inspected the Property and the Chattels prior to the signing of this agreement, no warranty description or representation on the part of the Vendor is given or implied from anything said or written in the negotiations between the parties or their representatives prior to this agreement. 3. Any statutory or other warranty condition or description or representation expressed or implied as to the physical nature or the state or fitness of the Property and the Chattels of any kind by or on behalf of the vendor is expressly excluded to the extent permissible by law. 4. The Purchaser acknowledges that neither the Vendor nor any agent on behalf of the Vendor have made any representation to induce the sale of whatever nature that is not included in writing in this agreement. 5. The Purchaser warrants to the Vendor that the Purchaser has entered this agreement on the basis of the independent advice, personal inspection and investigation of the Purchaser rather than any representation by the Vendor or any agent on behalf of the Vendor. 6. The Purchaser shall be deemed to admit the identity of the property and the area and boundaries of the property with the land contained in the title and evidence of title offered by the Vendor and the Vendor shall not be required to account for or reconcile any actual or apparent error mis-statement, omission or discrepancy in that regard and the Purchaser shall accept the area and the boundaries appearing in the Vendor’s title as correctly defining the position and extent of the property and no requisition or objection shall be made in any way in respect of any encroachment onto or in any way in respect of the property acquired by encroachment. 7. The Property and the Chattels are sold in their present state and condition and no claim shall lie against the Vendor in respect of any defect (patent or latent) in design or construction or any want of repair or breach of statute in respect of all or any or any part of them. 8. Notwithstanding any other provision in this Contract (specifically any box that may be ticked in Purchaser’s Required Purpose section of the Particulars), the Purchaser’s Required Purpose termination right and Standard Condition 5 do not apply to this Contract.
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Wood, Hay & Silage Clause	<ol style="list-style-type: none"> 1. The Purchaser acknowledges and agrees that, notwithstanding any provision in this Contract, the Vendor shall be entitled to remove from the Property up until 31st December 2024, any split wood, fallen logs, hay and silage situated on the Property before or after settlement, which the Vendor may select in its sole discretion. 2. Any such things removed will be the sole property of the Vendor and do not form part of this sale, and the Purchaser agrees to make no requisition in relation to same. 3. The Purchaser will permit the Vendor access to the Property (upon the Vendor providing 48 hour's notice to the Purchaser) in order to remove such things during any period from completion until 31st December 2024.
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Default Interest Clause	<ol style="list-style-type: none"> 1. If the Purchaser breaches this Contract by failing to complete it on the agreed date, then the Purchaser must pay interest to the Vendor from that date until either: <ol style="list-style-type: none"> a) completion takes place; or b) this contract is effectively terminated by either party or by law. 2. If apart from failing to complete on the agreed date, the Purchaser fails to pay any other sum to the Vendor when due, then the Purchaser must pay interest to the Vendor from when due until the amount due to the vendor is either received by the Vendor or applied for the exclusive benefit of the Vendor. 3. Interest under this clause accrues daily at the rate of ten (10) per cent per year calculated upon all money which should have been paid by the Purchaser, but which has not been either received by the Vendor or applied for the exclusive benefit of the Vendor. 4. Payment of the interest then due is a condition precedent to the Vendor's obligation to complete. 5. The Vendor's right to recover interest under this clause is intended; <ol style="list-style-type: none"> a) to survive the termination of other contractual obligations between the parties under this Contract; and b) to be in addition to any right to forfeit the deposit. 6. No interest is payable under this clause if the Purchaser's failure to complete is due to the Vendor's wilful default.
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OWNER: KEVIN WAYNE TOWI
SUSAN JOAN TOWNS

FOLIO REFERENCE: CT.165870-3 & CT.165870-4

GRANTEE: PART OF LOT 3164 (543 ACRES) GTD
TO MICHAEL FENTON AND PART OF
LOT 6512 (4455 ACRES) GTD TO JOHN
FLETCHER WALKER, ALEXANDER RIDDOCK
AND MORTON ALLPORT

PLAN OF SURVEY

BY SURVEYOR TIMOTHY LEIGH GOWLLAND
ROGERSON AND BIRCH SURVEYORS
UNIT 1 - 2 KENNEDY DRIVE, CAMBRIDGE PARK
PH 6248-5898 MOB. 0419-594-966

LAND DISTRICT OF BUCKINGHAM PARISH OF ARGYLE

SCALE 1:7500 LENGTHS IN METRES

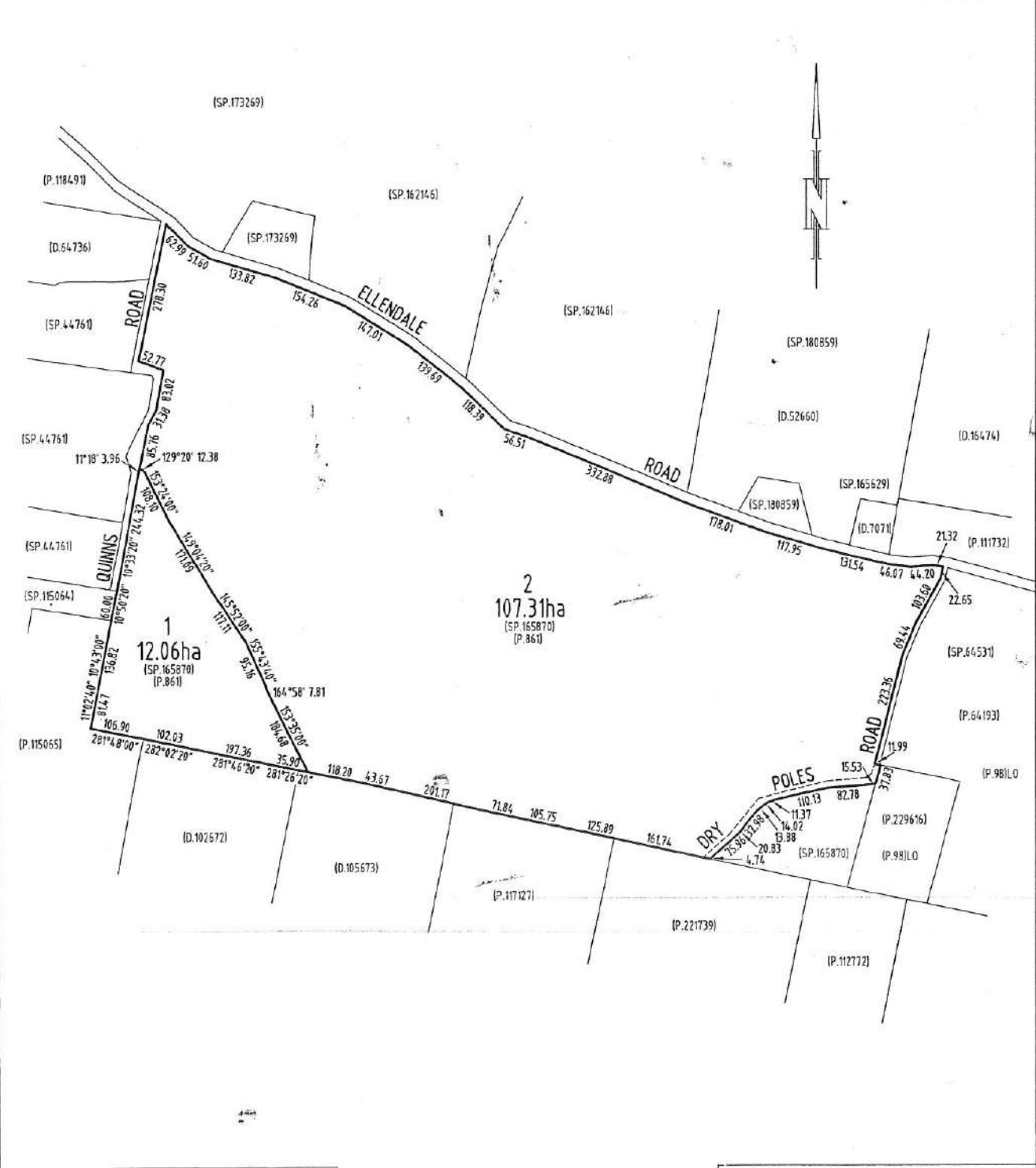
Registered Number

APPROVED EFFECTIVE FROM

Recorder of Titles

LOT 2 IS COMPILED FROM CT.165870-3, CT.165870-4 & THIS SURVEY

ALL EXISTING SURVEY NUMBERS TO BE CROSS REFERENCED ON THIS PLAN



.....
Registered Land Surveyor Date

.....
Council Delegate Date

SEARCH OF TORRENS TITLE

VOLUME 165870	FOLIO 3
EDITION 5	DATE OF ISSUE 26-Jun-2021

SEARCH DATE : 05-Feb-2024

SEARCH TIME : 10.06 AM

DESCRIPTION OF LAND

Parish of ARGYLE Land District of BUCKINGHAM
 Lot 3 on Sealed Plan 165870
 Derivation : Part of Lot 6512, 4455 Acres Gtd to John Fletcher
 Walker, Alexander Riddock and Morton Allport.
 Prior CTs 208306/1 and 208309/11

SCHEDULE 1

M854289 TRANSFER to KEVIN WAYNE TOWNS and SUSAN JOAN TOWNS
 Registered 27-Apr-2021 at 12.01 PM

SCHEDULE 2

Reservations and conditions in the Crown Grant if any
 SP165870 FENCING COVENANT in Schedule of Easements
 SP165870 SEWERAGE AND/OR DRAINAGE RESTRICTION
 SP165870 SEPTIC TANK NOTIFICATION
 SP165870 WATER SUPPLY RESTRICTION
 E264556 MORTGAGE to Commonwealth Bank of Australia
 Registered 26-Jun-2021 at noon

UNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations

SEARCH OF TORRENS TITLE

VOLUME 165870	FOLIO 4
EDITION 4	DATE OF ISSUE 14-Dec-2020

SEARCH DATE : 05-Feb-2024

SEARCH TIME : 10.06 AM

DESCRIPTION OF LAND

Parish of ARGYLE Land District of BUCKINGHAM
 Lot 4 on Sealed Plan 165870
 Derivation : Part of Lot 6512, 4455 Acres Gtd to John Fletcher
 Walker, Alexander Riddock and Morton Allport & Part of Lot
 3164, 543 Acres Gtd to Michael Fenton.
 Prior CTs 208306/1 and 208309/11

SCHEDULE 1

M842099 TRANSFER to KEVIN WAYNE TOWNS and SUSAN JOAN TOWNS
 Registered 24-Sep-2020 at noon

SCHEDULE 2

Reservations and conditions in the Crown Grant if any
 SP165870 FENCING COVENANT in Schedule of Easements
 SP165870 SEWERAGE AND/OR DRAINAGE RESTRICTION
 SP165870 SEPTIC TANK NOTIFICATION
 SP165870 WATER SUPPLY RESTRICTION
 E243324 MORTGAGE to Commonwealth Bank of Australia
 Registered 14-Dec-2020 at noon

UNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations

SEARCH OF TORRENS TITLE

VOLUME 173269	FOLIO 2
EDITION 3	DATE OF ISSUE 27-Apr-2021

SEARCH DATE : 05-Feb-2024

SEARCH TIME : 10.07 AM

DESCRIPTION OF LAND

Parish of ARGYLE Land District of BUCKINGHAM
 Lot 2 on Sealed Plan 173269
 Derivation : Part of 200 Acres Gtd to Denis Whyte, Part of Lot 3164, 543 Acres Gtd. to Michael Fenton, Part of Lot 6670, 402 Acres & Part of Lot 6656, 488 Acres Gtd. to J.F. Walker & Ors.
 Prior CTs 168233/1 and 168233/5

SCHEDULE 1

M854289 TRANSFER to KEVIN WAYNE TOWNS and SUSAN JOAN TOWNS
 Registered 27-Apr-2021 at 12.01 PM

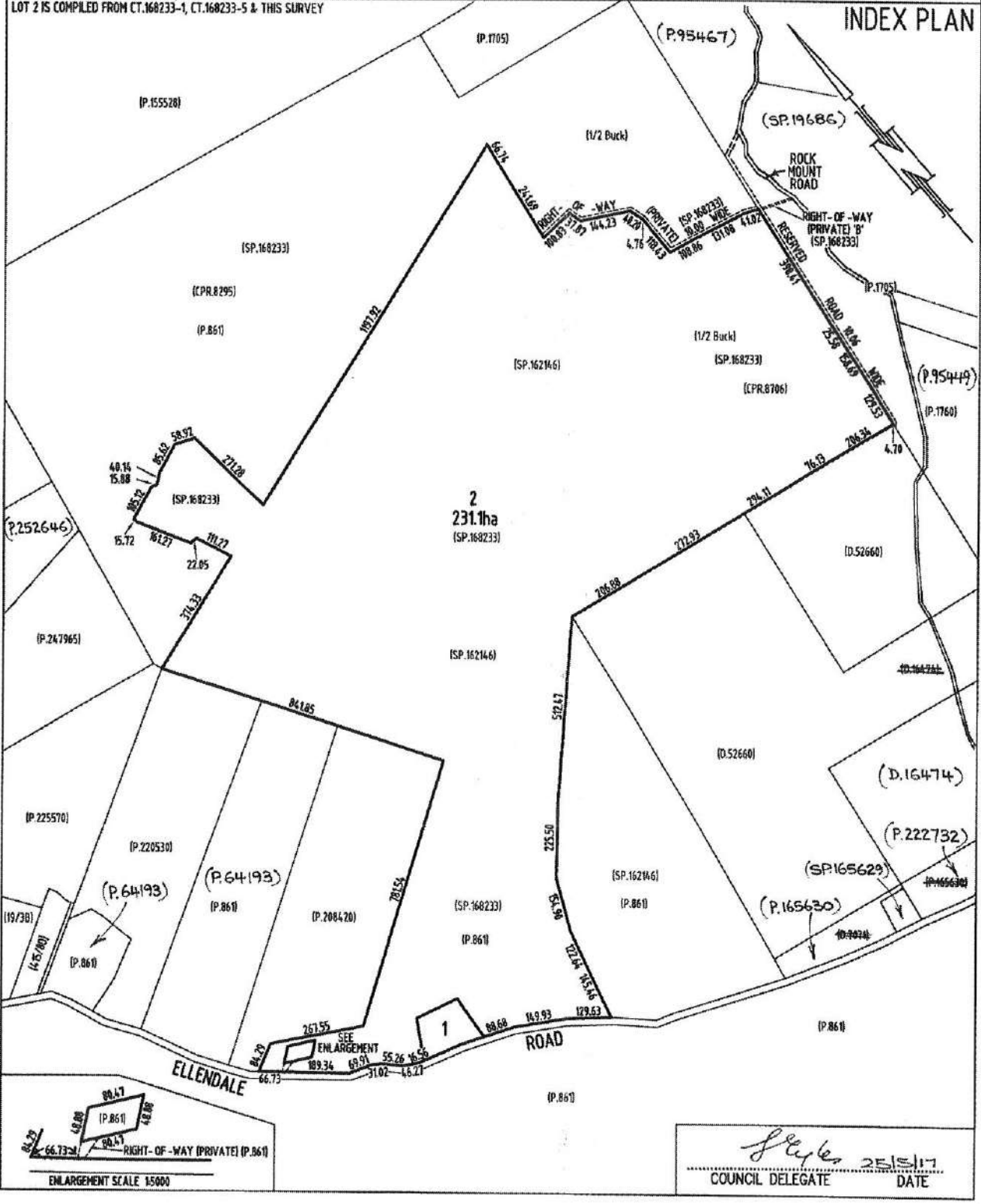
SCHEDULE 2

Reservations and conditions in the Crown Grant if any
 SP173269 EASEMENTS in Schedule of Easements
 SP173269 FENCING COVENANT in Schedule of Easements
 SP168233 SEWERAGE AND/OR DRAINAGE RESTRICTION
 C934318 INSTRUMENT creating Restrictive Covenants pursuant to section 34 Nature Conservation Act 2002 (affecting part of the said land within described) Registered 03-Feb-2010 at noon
 E255732 MORTGAGE to Commonwealth Bank of Australia
 Registered 27-Apr-2021 at 12.02 PM

UNREGISTERED DEALINGS AND NOTATIONS

No unregistered dealings or other notations

OWNER: KEVIN WAYNE TOWNS	PLAN OF SURVEY BY SURVEYOR TIMOTHY LEIGH GOWLLAND ROGERSON AND BIRCH SURVEYORS UNIT 1 - 2 KENNEDY DRIVE, CAMBRIDGE PARK PH 6248-5898 MOB. 0419-594-966 LAND DISTRICT OF BUCKINGHAM PARISH OF ARGYLE SCALE 1: 10000 LENGTHS IN METRES	REGISTERED NUMBER SP173269
FOLIO REFERENCE: CT.168233-1 & CT.168233-5		APPROVED EFFECTIVE FROM 31 MAY 2017 <i>Alice Kawa</i> Recorder of Titles
GRANTEE: PART OF 200 ACRES GRANTED TO DENIS WHITE PARTS OF LOTS 6670 (402A), 6640 (4455A) AND 6656 (408A) JOHN FLETCHER WALKER, ALEXANDER RIDDOCH AND MORTON ALLPORT PURS. PART OF LOT 3164 (543A) MICHAEL FENTON PUR		ALL EXISTING SURVEY NUMBERS TO BE CROSS REFERENCED ON THIS PLAN
MAPSHEET MUNICIPAL CODE No. 105 (4628, 4828)	LAST UPI No.	LAST PLAN No. SP.168233



TASMANIAN LAND TITLES OFFICE
 Instrument Creating
 Restrictive Covenants in Gross
 Section 102 Land Titles Act 1980.
 Section 34 Nature Conservation Act 2002.



C934318

DESCRIPTION OF LAND			
Servient Folio s of the Register			
Volume	Folio	Volume	Folio
225783	1		
part - being the land marked "Conservation Covenant Area 1 and Conservation Covenant Area 2" on the plan attached hereto			

I We, MEREDITH AGNES GEBBIE of 215 Rockmount Road, Ellendale in Tasmania being the registered proprietor of the land comprised in the above folio s of the Register (the servient land) covenant s with the HONOURABLE DAVID LLEWELLYN being and as the Minister administering the *Nature Conservation Act 2002* (the Minister) in accordance with Section 34 of the *Nature Conservation Act 2002* to the intent that the burden of the covenant s runs with and binds each and every part of the servient land and that the benefit is created in favour of the Minister to observe the stipulations set out in the attached annexure pages.

In witness I We Meredith Agnes Gebbie and the Minister have this day set our hands and seals.

Date: 18th January 2010

SIGNED SEALED and DELIVERED by)
 the Honourable DAVID LLEWELLYN)
 being and as the Minister administering the)
Nature Conservation Act 2002 in the presence of:)

Witness

Simon Bagshaw

Address 1st Floor Public Buildings
 Franklin Square
 HOBART TASMANIA 7000

Occupation Senior ADLS

REGISTERED
 Land Titles Office Use Only

3 FEB 2010

NCC Version 2
 RECORD OF TITLES

Stamp Duty

THE BACK OF THIS FORM MUST NOT BE USED

Signed sealed and delivered by
MEREDITH AGNES GEBBIE
in the presence of:

) Meredith Agnes Gebbie
)

..... T M Marshall

Witness Theresa Mary Marshall

.....
Address:
..... 29 Delta Avenue Youngtown 7249

Occupation: COOK

Land Titles Office Use Only

NCC Version 2

Stamp Duty

THE BACK OF THIS FORM MUST NOT BE USED

PIN OR STAPLE HERE
DO NOT GUM THIS
FORM TO THE INSTRUMENT

ANNEXURE PAGE

Page 1 of 13 Pages
Vol. 225783 Fol. 1

TERMS OF COVENANT

1. OBJECTIVES:

- 1.1 The purpose of the covenant is to protect the Natural Values of the Land.
- 1.2 This Covenant will bind the current registered proprietor of the Land (that is the Owner who is a party to this Covenant) and all future registered proprietors of the Land.

2. LOCATION

This Covenant applies to the Land, being:

Folio of the Register Volume 225783 Folio 1 - The area at Ellendale in the Municipality of Central Highlands comprising about 11.858 hectares marked Conservation Covenant Area 1 and Conservation Covenant Area 2 shown shaded on Plan No. CPR8706 in the Central Plan Register, a reduced copy of which is attached, by way of illustration only, in the First Schedule of this Covenant.

3. DEFINITIONS AND INTERPRETATION

- 3.1 In this Covenant unless the contrary intention appears:

"Business Day" means any day on which banks as defined in the *Banking Act 1959 (Commonwealth)* are open for business in Hobart;

"Clearance of Native Vegetation" means the clearing, cutting, pushing over, destroying or otherwise removing of Native Vegetation in any way;

"Covenant" means this Instrument including all Schedules;

"Crown" means the Crown in Right of Tasmania;

"Exotic Species" means any plant or animal species not Native to the Land or its immediate surrounds;

"Foreign Material" means any material from outside the boundaries of the Land and includes rubbish, soil, gravel, mulch and compost;

"Land" means the lands described in clause 2;

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"**Legislative Requirement**" means Acts, Ordinances, regulations, by-laws, orders, awards and proclamations of the Commonwealth or State;

"**Minister**" means the Minister administering the *Nature Conservation Act 2002*;

"**Native**" means species occurring naturally in the Land or its immediate surrounds prior to the year 1788,

"**Native Vegetation**" means all plants, including fallen dead wood and litter, Native to the Land or its immediate surrounds;

"**Natural Values**" means the variety of all life-forms that are Native to the Land, including plants, animals and micro-organisms, the genes they contain, and the ecosystems of which they are a part (including soils, water and landforms) and the processes which maintain them;

"**Owner**" means the registered proprietor of the Land and includes any successor in title of that person;

"**Subdivision**" means subdivision under the *Local Government (Building & Miscellaneous Provisions) Act 1993*;

"**Writing**" and words of like import include typing lithography photography and other modes of representing or reproducing words in a tangible and visible form and "**written**" has a corresponding meaning.

3.2 In this Covenant unless the contrary intention appears:

- (a) a reference to a clause or schedule is a reference to a clause of, or schedule to, this Covenant and a reference to this Covenant includes a recital or schedule;
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) a word importing the singular includes the plural and vice versa; a word importing a gender includes each other gender and a reference to a person includes an individual, firm, body corporate, association (whether incorporated or not) government, governmental or semi-governmental body, local authority or agency;
- (d) a reference to a person includes the person's executors, administrators, successors, substitutes (including persons taking by novation), transferees and assigns;

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- (e) a reference to an act, matter or thing, includes the whole, or any part of that act, matter or thing and a reference to a group of acts, matters, things, or persons includes each act, matter, thing or person in that group;
- (f) if under this Covenant or anything done under it, the day on, or by, which any act, matter or thing is to be done, is not a Business Day, then that act, matter or thing may be done on the immediately following Business Day;
- (g) the verb "include" (in all its parts, tenses and variants) is not used as, nor is it to be interpreted as, a word of limitation;
- (h) headings are inserted for convenience and do not affect the interpretation of this Covenant;
- (i) if any terms are added to a schedule, then it is agreed that those terms will form part of this Covenant;
- (j) a reference to an obligation of two or more parties binds all of them jointly and each of them severally.

GENERAL COVENANTS

- 4.1 The Owner agrees not to undertake activities on, or in relation to, the Land which will cause damage to, or degradation of, the Natural Values.
- 4.2 Without limiting the operation of clause 4.1 the parties agree that the following activities will cause damage to, or degradation of, the Natural Values and must not be undertaken on, or in relation to, the Land:
 - (a) use of fertiliser;
 - (b) Subdivision of the Land;
 - (c) introduction of Foreign Material except materials for the maintenance and construction of fences or the maintenance of infrastructure as authorised in writing by the Minister;
 - (d) off-road use of vehicles except for emergency purposes, or for the purposes of assisting the maintenance or construction of fences or the maintenance of infrastructure or for mustering stock;
 - (e) use of effluent of any kind for irrigation or other purposes;
 - (f) lighting of fires except for the purpose of fire hazard reduction or management of the Natural Values as authorised in writing by the Minister;

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- (g) control of native animals except for the purpose of protection of the Natural Values as authorised in writing by the Minister;
- (h) use of herbicides and other chemicals except for registered herbicides or pesticides for the purpose of controlling Exotic Species that threaten the Natural Values;
- (i) removal or disturbance of soil, rock or other mineral resources except for the purposes of construction and maintenance of fences or the maintenance of infrastructure;
- (j) planting of any plants;
- (k) building or placement of infrastructure, fences or carriageways except:
 - (i) for the purposes of fencing to protect the Land from activities on adjoining land or to meet property boundary fencing commitments to adjoining landowners;
 - (ii) for the purpose of constructing additional fences as authorised in writing by the Minister;
- (l) interference with the natural flow of water except minor interference associated with the maintenance of existing infrastructure as authorised in writing by the Minister;
- (m) Clearance of Native Vegetation except:
 - (i) for the purposes of fire hazard reduction, fire fighting purposes, or the creation and maintenance of firebreaks if authorised by Tasmanian Fire Service or as authorised in writing by the Minister;
 - (ii) for the purposes of maintenance of rights of ways and easements in accordance with all Legislative Requirements;
 - (iii) for the purposes of maintenance of infrastructure or fences as authorised in writing by the Minister;
 - (iv) for the purpose of management of the Natural Values through the planned use of fire as authorised in writing by the Minister;
 - (v) for the purposes of construction of fences as authorised in writing by the Minister;
- (n) introduction of Exotic Species except:
 - (i) declared biological control (agent) organisms under the *Biological Control Act 1986* for the purpose of controlling declared target organisms under the *Biological Control Act 1986*;
 - (ii) livestock for the purpose of grazing the Land as authorised in writing by the Minister; and
 - (iii) dogs and horses for the purposes of mustering livestock and recreation as authorised in writing by the Minister.

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4.3 The Owner agrees:

- (a) to use best endeavours to ensure that Exotic Species that threaten the Natural Values of the Land do not become established;
- (b) to use best endeavours to eliminate or control established Exotic Species that threaten the Natural Values of the Land by observing the weed management prescriptions and feral animal control prescriptions issued for the Land by the Minister;
- (c) to observe any reasonable fire management practices prescribed for the Land by the Minister;
- (d) to maintain fences if those fences are necessary to protect the Natural Values of the Land;
- (e) to observe any threatened species management prescriptions issued for the Land by the Minister;
- (f) to observe any prescriptions limiting off-road vehicle use issued for the Land by the Minister; and
- (g) to use best endeavours to protect the Natural Values of the Land.

5. **WAIVER OF RIGHTS OF RECOVERY**

The Owner waives all present and future rights to claim against the Minister or the Crown for:

- (a) personal injury to, or death of, the Owner;
- (b) either or both loss of, or damage to, any of the Owner's property; and
- (c) financial loss to the Owner,

arising from or attributable to, the Owner carrying out any obligations or activities required or authorised under this Covenant. This waiver does not operate to release the Minister or the Crown from liability arising from, or attributable to, a wrongful (including negligent) act or omission of the Minister or the Crown.

6. **CHANGE OF OWNERSHIP**

- 6.1 The Owner must notify the Minister in writing of any agreement entered into by the Owner to effect any change of ownership or control of the Land and that notice must detail the name and address of all parties to the agreement and the nature of the change of ownership or control.

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- 6.2 The Owner must notify the Minister in writing of any change of ownership or control of any portion of the Land and that notice must detail the name and address of the new owner, lessee or licensee.
- 6.3 The Owner must provide a copy of this Covenant, and all authorisations given by the Minister under the terms of this Covenant to all prospective purchasers, lessees or licensees of the Land.
- 6.4 Despite any other provision of this Covenant, a person will not be liable for any breach of the terms of this Covenant which has been committed after that person has ceased to be a registered proprietor of the Land.

7. RIGHT TO INSPECT AND CONDUCT WORKS

- 7.1 The Owner will, after having been given reasonable notice by the Minister, allow the Minister or any person who is authorised by the Minister to enter upon the Land in order to:
- (a) inspect the condition of the Land; or
 - (b) conduct any works (including research) which are required to preserve or prevent degradation of the Natural Values.
- 7.2 If an access route is agreed to in writing by the parties, then the method of access to the Land is to be in accordance with the agreement except in the case of an emergency or where, in the circumstances, the Minister considers that method of access would be unreasonable.
- 7.3 The Minister will keep the Owner indemnified against any loss, damage or legal liability arising from entry to the Land and attributable to any act or omission of the Minister or an authorised person in respect of:
- (a) personal injury to, or death of, any person; or
 - (b) damage to property on the Land;
- 7.4 Clause 7.3 of this Covenant does not apply to loss or damage which may arise in respect of works required to be done to preserve or prevent degradation of the Natural Values and which have been properly done,

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8. DISPUTE

- 8.1 If a dispute arises between the parties under this Covenant, then (except in the case of action required to be taken under statute) the parties undertake in good faith to use all reasonable endeavours to resolve the dispute between them by negotiation.
- 8.2 If a dispute arises requiring resolution, a party must serve a notice on the other specifying the nature and subject matter of the dispute.
- 8.3 If one party has given a written notice of dispute to the other party and the parties are unable to resolve the dispute by means of a meeting or meetings held between them within twenty (20) Business Days after receipt of the notice, then the dispute must be submitted for resolution under the following sub-clauses.
- 8.4 The matter in dispute must be referred for resolution by a person of appropriate qualifications and experience, as agreed between the parties, who will act as mediator and conduct a mediation concerning the matter in dispute.
- 8.5 The costs of all mediation under this clause are to be shared equally between the parties.
- 8.6 The parties agree to use their best endeavours to resolve the dispute by mediation.
- 8.7 If a dispute cannot be settled within forty (40) Business Days (or such other period as the parties agree) of one party serving a notice of that dispute in accordance with Clause 8.2, the dispute must be determined under the provisions of the *Commercial Arbitration Act 1986*.

9. NOTIFICATION OF MATTERS ADVERSELY AFFECTING NATURAL VALUES

The Owner will advise the Minister of any proposed actions or events which have had, or may have, adverse affects upon the Natural Values.

10. REVIEW OF AUTHORISATIONS

- 10.1 Unless otherwise agreed by the parties, and confirmed in writing by the Minister, all authorisations given by the Minister under Clause 4.2, may be reviewed by the Minister and the Owner at any time, but at intervals no longer than 10 years.

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10.2 Any authorisation reviewed under clause 10.1 may be amended by the Minister pursuant to that review.

11. COMPLIANCE WITH THE LAW

11.1 Despite any other provision of this Covenant, the parties must comply with all laws and Legislative Requirements which are relevant to this Covenant.

11.2 Nothing contained within this Covenant should be taken to mean or imply that local government planning approval or any other approval has been or will be granted for activities which require such approval. It is the Owner's responsibility to obtain the relevant approvals and permissions and the Owner warrants that it will do so prior to undertaking any activities.

12. NOTICES

12.1 A notice or other communication to be given or made under this Covenant must be in writing and addressed to the party to which the notice is required to be given at the following addresses.

12.2 A notice or other communication given or made under this Covenant must be in writing and addressed, as the case may be, as follows:

THE MINISTER	C/- Secretary Department of Primary Industries Parks Water and Environment The Private Land Conservation Program GPO Box 44 HOBART TAS 7001
--------------	---

Facsimile Number: (03) 6223 8603;

THE OWNER	Meredith Agnes Gebbie 215 Rockmount Road ELLENDALE TAS 7140
-----------	---

or as otherwise advised in writing.

12.3 A notice or other communication is taken to have been duly served:

(a) in the case of hand delivery - when delivered;

(b) if sent by prepaid post - on the third (3) Business Day after the date of posting;

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- (c) if sent by facsimile transmission (only if the sending facsimile machine produces a print out of the time, date and uninterrupted transmission record of the sending of the notice) - upon completion of sending if completion is within ordinary business hours in the place where the recipient's facsimile machine is located, but if not, then at 9.00 a.m. on the next Business Day in that place.

12.4 A notice or other communication given or made under this Covenant is sufficient if:

- (a) in the case of the Minister, it is under the hand of the Minister or a duly authorised officer of the Minister or the Minister's solicitors;
- (b) in the case of the Owner, it is under the hand of the Owner or the Owner's solicitors.

12.5 A printed or copied signature is sufficient for the purposes of sending any demand, written consent or other communication by facsimile transmission.

13. OBLIGATIONS OF THE MINISTER

In consideration of the Owner's agreements in this Covenant the Minister agrees:

- (a) to arrange for the provision of such assistance and technical advice to the Owner as the Minister considers reasonable to provide for the protection and preservation of the Natural Values within the Land; and
- (b) to bear the cost of preparation and registration of this Covenant but not including any legal or other costs incurred by the Owner.

14. SEVERANCE

If any provision of this Covenant or its application to any person or circumstance is or becomes void, invalid, illegal or unenforceable, then so far as possible, the provision will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable. If any provision, or part of it, cannot be so read down, then the provision, or part of it, will be taken to be void and severable and the remaining provisions of this Covenant will not be affected or impaired in any way.

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15. GOODS AND SERVICES TAX

- 15.1 Subject to any other provision of this Covenant expressing a contrary intention, if GST is imposed on a supply made under it, then the party paying for the supply must pay the amount of the GST to the party making the supply, at the same time as, and in addition to, the amount payable for the supply.
- 15.2 A party making a taxable supply under this Covenant must give the recipient a tax invoice for the taxable supply when that supply is made.
- 15.3 In this clause "GST" refers to goods and services tax under *A New Tax System (Goods and Services) Act 1999* ("GST Act") and the terms used have the meaning as defined in the GST Act.

16. MINISTER'S RIGHT TO DELEGATE OR AUTHORISE

- 16.1 The Minister may authorise, or delegate the right to, another person to perform or exercise any of the Minister's functions, powers, duties or responsibilities specified under this Covenant.
- 16.2 Any act or thing done by a duly appointed delegate, or authorised person described in Clause 16.1, while acting in the exercise of his or her delegation or authorisation (whichever is the case) will have the same force and effect as if that act or thing had been done by the Minister.

17. SPECIAL PROVISIONS

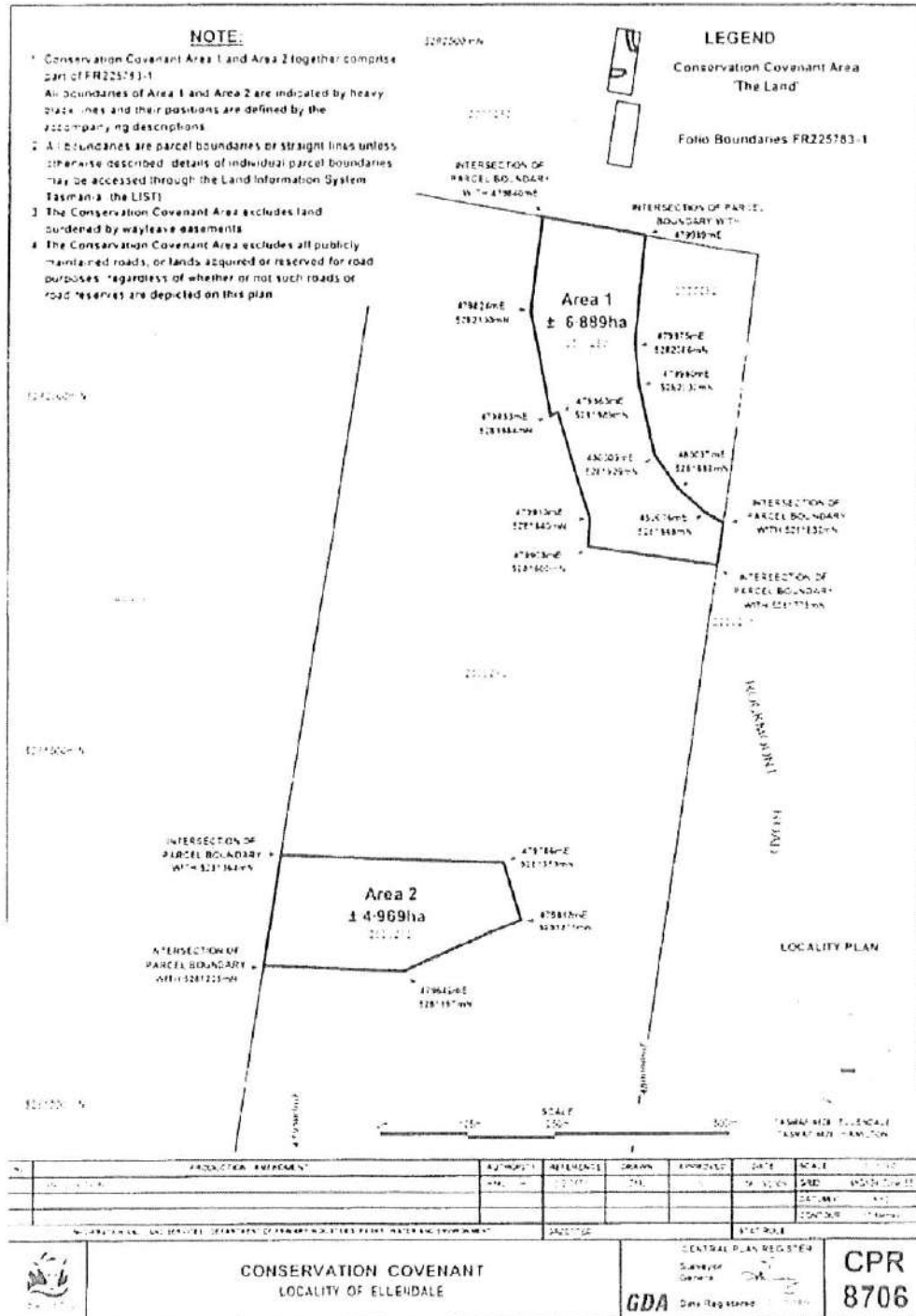
The special provisions in the Second Schedule are part of this Covenant and bind the parties according to their tenor.

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Note: the attached plan is a reduced copy of the Central Plan Register plan held at the Land Titles Office.



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SECOND SCHEDULE

Part 1. CONSIDERATION

In consideration of the Owner's agreements contained herein the Minister has agreed to pay to the Owner a total of \$11,250.00 upon the signing of this Covenant.

Part 2. REPAYMENT OF MONEYS PAID TO THE OWNER

- (a) The Minister may, by notice in writing, require the Owner to repay to the Minister all or part of the moneys specified in Part 2 of this Second Schedule if the Owner:
- (i) commits a material breach of this Covenant;
 - (ii) fails to remedy a breach of this Covenant within the period specified (which period must be reasonable in all the circumstances) in a written notice of that breach given by the Minister to the Owner, or
 - (iii) has repeatedly breached a particular provision of this Covenant and has been so notified in writing by the Minister on at least one occasion.
- (b) The moneys referred to in sub-clause (a) of this Part will be a debt due to the Minister and must be repaid together with interest no later than sixty (60) Business Days from the date of the Minister's written notice to the Owner requiring repayment.
- (c) The interest referred to in sub-clause (b) of this Part is payable from the date of payment by the Minister of the moneys referred to in sub-clause (a) to the date of actual repayment by the Owner to the Minister with such interest to be calculated on a daily basis. The relevant interest rate will be the rate specified as the "prescribed rate" in the *Land Acquisition Act 1993*, or where that rate is no longer available for reference purposes, the rate then used by the Crown for the purposes of calculating interest on consideration payable by the Crown to landowners in respect of the compulsory acquisition of lands.

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Part 3. WAIVER OF RIGHT OF COMPENSATION

The Owner waives all rights to recover any statutory or other compensation from the Minister or the Crown in relation to the protection of the Natural Values of the Land under this Covenant including rights provided by Section 45 of the *Threatened Species Protection Act 1995* or Part 5 of the *Nature Conservation Act 2002* for any loss or damage suffered of whatsoever nature.

Part 4. COVENANT NOT TO BE VARIED OR DISCHARGED WITHOUT CONSENT OF COMMONWEALTH CROWN

This Covenant may not be varied or discharged by the parties without the consent of the Crown in Right of the Commonwealth of Australia being first obtained.

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**Standard Form Contract for Sale of Real Estate in Tasmania
The Standard Conditions of Sale (2023)**

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The Standard Form Contract for Sale of Real Estate in Tasmania, as approved for use by the Law Society of Tasmania and the Real Estate Institute of Tasmania, is made up of two parts:

1. the agreed variables and non-standard clauses, known as “the Particulars of Sale (2023)”; and
2. the standard clauses known as “the Standard Conditions of Sale (2023)”.

The Standard Conditions of Sale are adopted as part of the Contract by signature of the Particulars of Sale.

The parties may add special clauses in the Particulars of Sale, for instance to make their agreement subject to finance, sale, inspection or other issues.

The Particulars of Sale may vary the Standard Form Contract and will have priority if there is any inconsistency with the Standard Conditions of Sale.

The drafting of the Particulars of Sale should make evident changes to the provisions of the Standard Form Contract.

Words defined in the Particulars of Sale have that meaning when used in the Standard Conditions of Sale.

1 Agreement to sell and buy

The Vendor agrees to sell, and the Purchaser agrees to buy, free from encumbrances, the Property and the Chattels.

2 Sale Price and Deposit

- a) The Sale Price is payable as follows:
 - i) the Deposit, to the Deposit Holder as stakeholder at the Deposit Payment Time; and
 - ii) the balance, either in cash or by a cheque drawn by a bank, on the Completion Date.
- b) The Vendor may require the Purchaser to pay the balance of the Sale Price by providing up to three cheques drawn by a bank made out to payees nominated by the Vendor, at no cost to the Vendor.

3 Completion

- a) The parties must complete this Contract on the Completion Date.
- b) On the Completion Date the Vendor must deliver to the Purchaser the documents of title to the Property and possession of the Chattels.
- c) On the Completion Date the Purchaser must:
 - i) pay all money payable on the Completion Date under this Contract;
 - ii) authorise release of the Deposit held by the Deposit Holder; and
 - iii) satisfy all the Purchaser’s other obligations under this Contract due to be performed on or before the Completion Date.
- d) No later than two (2) Business Days prior to completion the Vendor must supply to the Purchaser all the information relating to the Vendor and to the Property required by the Purchaser for assessment and payment of duty on and registration of the transfer of the title to the Property and the Chattels. (including without limitation a Transferor (Vendor) Transaction Certificate in the form prescribed by the Tasmanian State Revenue Office)
- e) Notwithstanding any other term of this Contract the Purchaser will not be obliged to complete the Contract any earlier than two (2) Business Days after the date the information required in clause 3d) is provided.

4 Conditions precedent to completion

- a) The party benefited by a condition precedent:
 - i) may waive the benefit of the condition precedent; and
 - ii) must use all reasonable endeavours to fulfil the condition precedent.
- b) If the party specified to benefit from a condition precedent does not give unconditional notice of either satisfaction or waiver of that condition precedent, in one of the ways specified in clause 18, before the condition precedent expires, then the other party may treat this Contract as at an end, and each party:
 - i) is then released from their obligation to further perform the Contract, apart from the return to the Purchaser of any deposit paid; and
 - ii) retains the rights they have against the other party because of a prior breach.

5 Purchaser's Required Purpose

The term "legal restrictions burdening the Property" does not include:

- a) restrictions imposed by law at the Contract Date that no longer exist at the Completion Date,
- b) restrictions that are disclosed in the Particulars of Sale,
- c) restrictions applicable to use of all property in Tasmania, or
- d) the requirement for completion certificates,

but otherwise includes restriction by an easement, a covenant, a requirement or order of a statutory body, or a statutory planning agreement, planning scheme or planning permit or the requirement for an occupancy permit/certificate for any building on the Property which requires such a permit/certificate at the Contract Date.

6 Ownership and risk

- a) Ownership of the Property and the Chattels passes on completion.
- b) Risk of accidental damage in the Property and the Chattels passes as at the earlier of:
 - i) the date of possession; and
 - ii) the date of completion.

7 Removal of goods

- a) Before completion the Vendor must remove from the Property all items not included in the sale.
- b) The Vendor cannot claim from the Purchaser for items left on the Property for more than seven (7) days after written notice from the Purchaser to the Vendor to remove them. That notice will not be effective if served before completion.
- c) The Vendor must indemnify the Purchaser against all claims made against the Purchaser about items not included in the sale, but left on the Property after completion.

8 Easements and covenants

Except as the Contract otherwise provides, the Purchaser accepts the Property:

- b) together with all easements and covenants benefiting it, and
- c) subject to all easements and covenants that are:
 - i) registered,
 - ii) apparent from an inspection of the Property, or
 - iii) disclosed in this Contract, and
- d) the Purchaser cannot object to any of the above easements or covenants.

9 Title warranties

The Vendor warrants to the Purchaser that, at completion:

- a) the Vendor will provide a good marketable documentary title to the Property;
- b) the title to the Chattels will not be encumbered in any way;

- c) the Chattels and the Property will either be the Vendor's absolute property, or the Vendor will have the power to require a transfer of the title to the Purchaser; and
- d) the Property will be free from charges payable to any authority for anything that has occurred before the Contract Date.

10 Other warranties

- a) The Vendor warrants to the Purchaser that, at completion the Property and the Chattels will be at least as clean, tidy and in good repair as when last inspected by the Purchaser prior to this Contract.
- b) Except as otherwise agreed in the Contract or as required by law, the Property is sold "As Is/ Where Is" and, the Vendor makes no legally binding warranty, description, or representation of any kind as to:
 - i) the physical nature of the Property; or
 - ii) the Property having any permits or certificates of completion or occupancy.

11 Taxation

11.1 Goods and Services Tax (GST)

- a) If the sale is not a taxable supply, the Vendor warrants:
 - i) the supply is not in the course or furtherance of an enterprise carried on by the Vendor; or
 - ii) the Vendor is neither registered, nor required to be registered, for GST; or
 - iii) the supply is of residential premises and not new residential premises.
- b) If the Margin Scheme applies, the Vendor warrants that the Vendor did not acquire the Property through a supply that was ineligible for the margin scheme.
- c) If GST-free Going Concern concession applies:
 - i) the Purchaser warrants that the Purchaser will be and remain registered for, GST at completion; and
 - ii) the Vendor warrants that the Vendor will be and remain registered for, GST at completion and will carry on the going concern enterprise until completion.
- d) If GST-free Farm Land concession is applies:
 - i) the Purchaser warrants that the Purchaser will be, and remain registered for, GST at completion; and
 - ii) the Vendor warrants that the Vendor will be, and remain registered for, GST at completion; and
 - iii) the Vendor warrants that the Property is land on which a farming business has been carried on for at least the period of 5 years preceding completion; and
 - iv) the Purchaser warrants that the Purchaser intends that a farming business be carried on, on the land.
- e) If the above clauses do not apply and the Sale Price is plus GST:
 - i) the Purchaser must, in addition to the Sale Price, also pay to the Vendor the amount of any GST payable by the Vendor at the same time and in the same manner as the Sale Price; and
 - ii) the Vendor must give the Purchaser a valid tax invoice; and
 - iii) the Purchaser is not required to pay to the Vendor any GST until the Vendor gives the Purchaser a valid tax invoice.
- f) If the above clauses do not apply and the Sale Price includes GST, the Vendor must at completion give the Purchaser a valid tax invoice for the amount of any GST payable by the Vendor.
- g) Any reimbursement or contribution for a liability or outgoing incurred by the other party is net of any input tax credit to which the other party is entitled and the other party will give the reimbursing or contributing party an invoice or valid tax invoice (as applicable).
- h) If an adjustment event occurs in relation to a taxable supply under this Contract, the supplier must issue an adjustment note within five (5) Business Days and the recipient must make any payment in consequence of that adjustment event within five (5) Business Days of receipt of that adjustment note.

11.2 Goods and Services Tax (GST) Withholding

- a) If GST withholding is not required, the Purchaser is not required to make a payment to the Commissioner.

- b) If GST withholding is required:
 - i) the Purchaser must withhold from the Sale Price the amount the Purchaser must pay to the Commissioner as required for GST withholding;
 - ii) the Purchaser must lodge with the Commissioner the approved forms; and
 - iii) the Purchaser must deliver to the Vendor a cheque drawn by a bank for the amount to be paid to the Commissioner together with the GST withholding payment advice provided by the Commissioner at the same time and in the same manner as the Sale Price or at such earlier time as required by law; and
 - iv) the Vendor must deliver to the Commissioner that cheque and GST payment advice as soon as practicable.
- b) If the Property is potential residential land and the Purchaser is acquiring with a creditable purpose, the Purchaser gives notice to the Vendor that the Purchaser will be and remain registered for GST at completion and is acquiring the Property for a wholly creditable purpose.
- c) If the Sale is only partly subject to GST Withholding, the Vendor may give to the Purchaser at least three (3) Business Days prior to the to Completion Date a notice specifying the reduced amount that the Purchaser must pay to the Commissioner.
- d) If no GST Withholding Treatment is indicated, the Vendor must give written notice of the GST Withholding Treatment to the Purchaser required by law at least three (3) Business Days prior to the Completion Date or at such earlier time as payment to the Commissioner is required.
- e) Where the Vendor or the Purchaser provides written notice required by law that is separate from this Contract, the party providing that notice warrants that the contents of that notification is accurate.
- f) The Vendor is responsible for any penalty and interest arising in respect of the late payment of an amount to be paid to the Commissioner under this clause.
- g) This Contract is written notice pursuant to, and subject to, section 14-250 or section 14-255, Schedule 1 of the *Taxation Administration Act 1953* (Cth).

11.3 Capital Gains Tax (CGT) Withholding

- a) The Purchaser is not required to withhold and make a payment to the Commissioner on account of possible income tax payable by the Vendor:
 - i) if the market value of the Property just after completion is less than \$750,000 (excluding GST) or such other amount specified by law;
 - ii) if the transfer is exempt under a legislative instrument in force at completion;
 - iii) if the transaction is excluded under the provisions in force at completion; or
 - iv) in respect of a Vendor, if that Vendor gives the Purchaser a clearance certificate which is in force at completion.
- b) If the Purchaser is required to withhold and make payment to the Commissioner:
 - i) the Purchaser must withhold from the Sale Price the amount the Purchaser must pay to the Commissioner;
 - ii) the Purchaser must lodge with the Commissioner the approved forms;
 - iii) the Purchaser must deliver to the Vendor a cheque drawn by a bank for the amount to be paid to the Commissioner together with the CGT withholding payment advice provided by the Commissioner at the same time and in the same manner as the Sale Price or at such earlier time as required by law; and
 - iv) the Vendor must deliver to the Commissioner that cheque and CGT withholding payment advice as soon as practicable.
- c) If the Vendor gives the Purchaser at least three (3) Business Days prior to the Completion Date:
 - i) a clearance certificate, the Purchaser must not withhold or
 - ii) a certificate of varied amount to withhold, the Purchaser must withhold and pay to the Commissioner that varied amount.
- d) If a certificate of varied amount to withhold is conditional, the Vendor warrants to the Purchaser that at completion those conditions are satisfied.
- e) Where there are multiple vendors or multiple purchasers, each Vendor and each Purchaser will use best endeavours to determine the amount the Purchaser is to pay to the Commissioner.

- f) The Vendor is responsible for any penalty and interest arising in respect of the late payment of an amount to be paid to the Commissioner under this clause.
- g) This Contract is subject to section 14-200 to section 14-235 (inclusive) of Schedule 1 of the *Taxation Administration Act 1953* (Cth).

11.4 General

- a) Where the Purchaser is required to make a payment to the Commissioner under the law, the balance of the Sale Price payable by the Purchaser to the Vendor is reduced by the amount of those payments to the Commissioner.
- b) Where there are multiple Purchasers, each purchaser will in accordance with that Purchaser's interest on title draw a separate cheque drawn by a bank for the amount to be paid to the Commissioner.
- c) Where one party makes a warranty to the other party under this clause, that party also indemnifies the other party for all liability, costs and expenses that result from the breach of that warranty.
- d) If the Purchaser makes a nomination pursuant to clause 13 of this Contract the nominee must comply with the Purchaser's obligations under this clause.
- e) A word defined or used in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or the *Taxation Administration Act 1953* (Cth) has that meaning when used in this clause.

12 Payment and apportionment of charges

- a) The Vendor must pay all land tax, rates, contributions to any body corporate related to the Property, charges and assessments charged, or to be charged, against the Property ("the Charges") for the period ending on the 30th of June after completion ("the Adjustment Period").
- b) The Charges for the Adjustment Period must be apportioned as at the earlier of:
 - i) the date of possession; and
 - ii) the date of completion.
- c) Any rebate, indemnity or concession available to the Vendor must be ignored when calculating the Charges, unless the rebate, indemnity or concession reduces a Charge to zero, in which case there must be no apportionment of that Charge.
- d) Land tax must be apportioned as if the Property were the Vendor's only Tasmanian land.
- e) Unless the Purchaser is a foreign person as defined in the *Land Tax Act 2000* (Tas), land tax must be apportioned as if the Vendor is not such a foreign person.
- f) If the Property is not separately assessed for land tax, then for the purposes of apportioning land tax as between the Vendor and the Purchaser the amount of land tax to be apportioned is to be determined on an area basis using the single rate of land tax payable on the land the subject of the Property Identifier Number of which the Property forms part.

13 Nominee

- a) The Purchaser may nominate, in writing, other persons or corporations to complete this Contract.
- b) The Purchaser remains personally liable to the Vendor to perform all the Purchaser's obligations under this Contract regardless of any nomination.

14 Requisitions

The Vendor must answer the Purchaser's valid questions about the Vendor's ownership rights and contract obligations, including the "Law Society of Tasmania Standard Property Questions (2023)".

15 Joint and several liability

Each person or corporation named as comprising a party to this Contract is liable both jointly and severally.

16 Rights after completion

After completion:

- a) clause 9 continues to apply;
- b) the Purchaser retains the benefit of title warranties to the Chattels, the Vendor's Warranty in the Particulars of

Sale and the Vendor's obligations in clause 7a); and

- c) each party retains the benefit of all provisions requiring or contemplating that the other party must do something after completion.

17 Boundary fences

- a) The Purchaser cannot require the Vendor to contribute to the cost of erecting or repairing a dividing fence or wall between the Property and any adjoining land owned by the Vendor.
- b) The Purchaser indemnifies the Vendor against all claims of that kind.

18 Notices

- a) Unless this Contract otherwise requires, a party may serve notices in other ways, but a notice given by one party to the other is properly given if:
 - i) signed by any one or more persons or companies constituting the party giving the notice, or their solicitor or conveyancer, and
 - ii) given to the receiving party or their solicitor or conveyancer, either
 - (1) personally; or
 - (2) by post to, or left at, the receiving party's address shown on this Contract; or
 - (3) by post to, or left at, the office of the receiving party's solicitor or conveyancer; or
 - (4) by email sent to an email address the recipient has, in the course of this transaction, nominated, acknowledged or used.
- b) A notice is properly given if given to any one or more of the persons or companies constituting the receiving party for all of them.
- c) A notice is taken to be received:
 - i) if hand delivered, on delivery;
 - ii) if sent by prepaid post, five days after the date of posting;
 - iii) if sent by email, when the email becomes capable of being retrieved by the recipient at an electronic address nominated, acknowledged or used by the recipient.

19 Time

In this Contract:

- a) when a period dated or calculated from a given day, act, or event, is prescribed or allowed for any purpose, that period excludes that day, or the day of that act or event, as the case may be;
- b) time extends until the next Business Day if the time for doing something falls on a day other than a Business Day;
- c) a "Business Day" is a day other than a Saturday, Sunday, or a statutory holiday (as defined in the *Statutory Holidays Act 2000* (Tas)) applicable to an area in which any part of the Property is located; and
- d) only Business Days are counted for periods shorter than seven (7) days specified in this Contract.

20 Default

- a) After the Completion Date, a party may, by fourteen (14) days notice to the other, make the time for completion essential so that failure to complete will constitute a fundamental breach of this Contract justifying termination.
- b) If the Purchaser fails to complete the Contract in accordance with its terms then, unless the failure is due to the Vendor's wilful default, on termination of the Contract:
 - i) the deposit is forfeited to the Vendor; and
 - ii) in addition to any other remedies available:
 - (1) the Vendor may resell the Property and the Chattels in any manner and on any terms the Vendor chooses;
 - (2) the Vendor may claim any loss on resale from the Purchaser as liquidated damages; and

(3) any profit on resale will belong to the Vendor.

21 Cooling Off

If the Particulars of Sale provides that the cooling off period applies, the Purchaser may terminate this Contract, by serving on the Vendor notice of termination within three (3) Business Days of when this Contract is made, and then:

- a) the obligations of the parties to complete ends; and
- b) the Purchaser will be entitled to the return of any deposit paid but neither party will be otherwise entitled to any compensation.

The parties confirm they have:

- **carefully read the Standard Conditions of Sale and the Particulars of Sale, and**
- **had the opportunity to take necessary advice before signing the Particulars of Sale.**

Vendor Signature ✍

in the presence of: *Witness Signature* ✍

Purchaser Signature ✍

in the presence of: *Witness Signature* ✍

Property Report

691 ELLENDALE ROAD,
ELLENDALE TAS 7140



Overview

Address	691 ELLENDALE ROAD, ELLENDALE TAS 7140
Parcels	165870/4, 165870/3, 173269/2
District (SA2)	Central Highlands
Shire/Local Authority	Central Highlands (Tas.)
Agro ecological Region	Tasmanian_Forests
Land Area	349.1551 ha
Primary Usage	Grazing modified pastures
Primary Soil Type	Chromosols
Primary Crop Type	nodata
Average Annual Rainfall	798 mm/year
Growing Season	Perennial
Potential Carrying Capacity	8.00 DSE/ha
Planning Zone	21 Agriculture (Central Highlands Local Provisions Schedule)

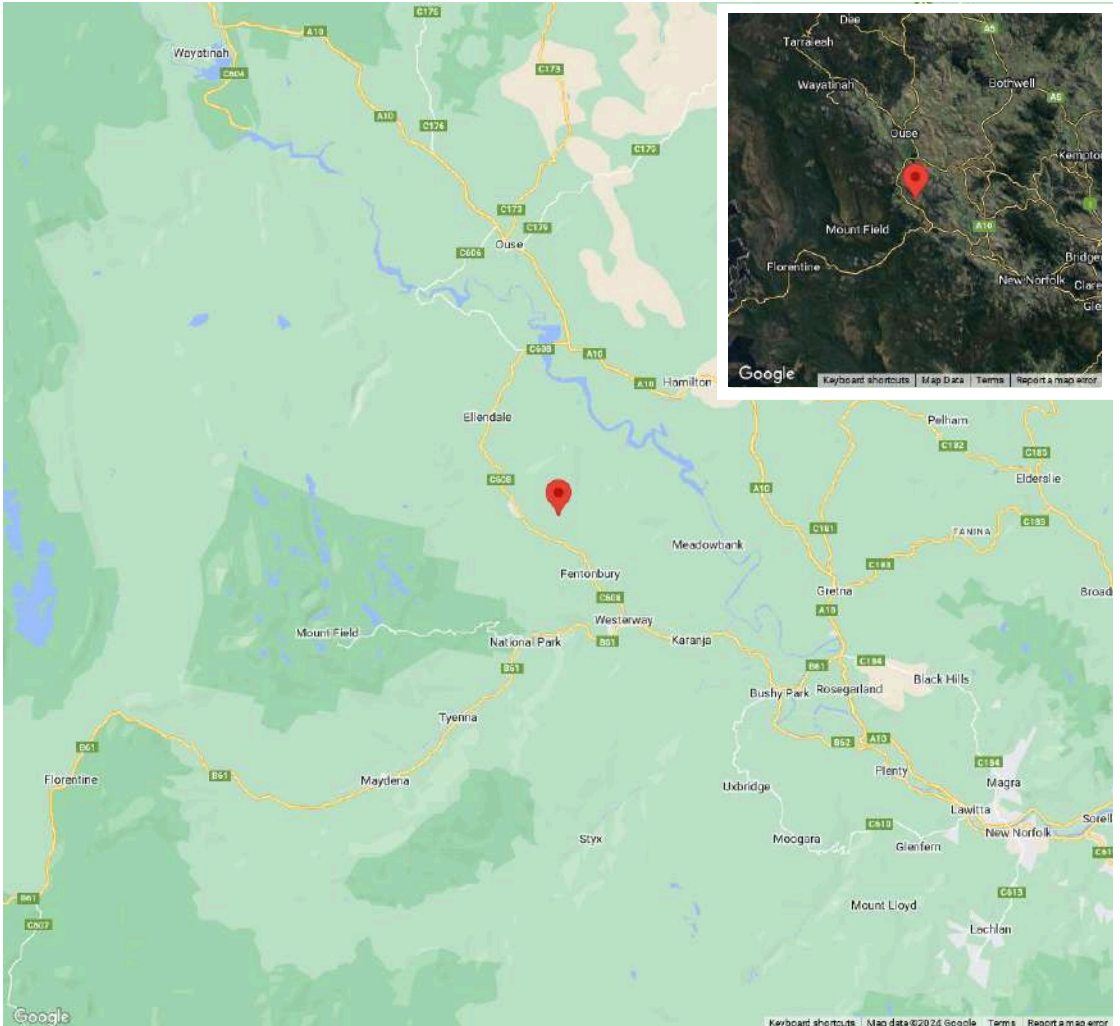
Location

Nearest Population Centres

New Norfolk (29.30km)
Hobart (39.98km)
Huonville (49.05km)

Nearest Major Urban Centre

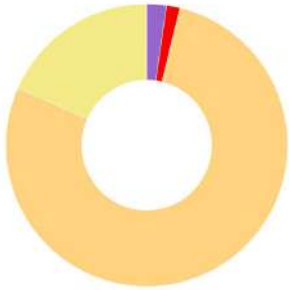
Hobart (39.98km)



Agricultural Land Uses

An estimate of the various activities that this land is being used for. The source, catchment scale land use data shows a single dominant land use for a given area, based on the management objective of the land manager. Land is classified according to the Australian Land Use and Management Classification version 8. The date of mapping varies from 2008 to 2019, and the scale of mapping varies.

ABARES 2021, Catchment Scale Land Use of Australia - Update December 2020, Australian Bureau of Agricultural and Resource Economics and Sciences, Canberra, February, CC BY 4.0, DOI: 10.25814/ajw-rq15.



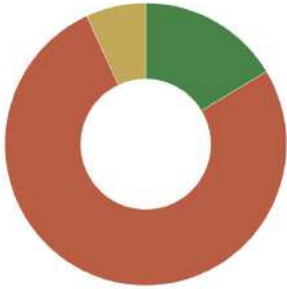
- Nature conservation** (7,856ha / 2%)
- Urban intensive uses** (5,377ha / 2%)
- Grazing modified pastures** (271,817ha / 78%)
- Grazing native vegetation** (63,930ha / 18%)
- Rural residential and farm infrastructure** (0.175ha / 0%)



Remnant Vegetation

Remnant vegetation data is based on satellite imagery up to 14 September 2021 at a resolution of 25 metres. Land is classified into three categories: forest, sparse-woody and non-woody. Forest has minimum 20% canopy cover, at least 2 metres high and a minimum area of 0.2 hectares. Sparse-woody has canopy cover between 5-19%.

Department of Climate Change, Energy and Environment (2022). National forest and sparse woody vegetation data. Version 6.0. Commonwealth of Australia, Canberra.



- Forest (57,261ha / 16%)
- Non-woody (267,837ha / 77%)
- Sparse woody (24,057ha / 7%)



Slope And Elevation

Average Slope

4.13%

Slope relates to the inclination of the land surface from the horizontal. Slope angle represents this change in height over distance and is expressed in degrees. Average slope refers to the mean value in degrees across the property.

Slope in degrees



Average Elevation

306m

The average elevation (average height above sea level) is derived by taking the mean of all the elevation values that fall within this boundary.

Height above sea level, in m



Production

Potential Carrying Capacity

Potential carrying capacity measures a farm's ability to sustain animals under optimal management conditions, which could include pasture composition, rotation rate, and fertiliser application. Using potential carrying capacity allows farms to be easily compared by standardising land management practices. Potential carrying capacity is distinct from actual carrying capacity, which measures a farm's actual ability to sustain animals over time.

To calculate potential carrying capacity, actual climate and soil data, feed availability and typical pasture compositions (on a per area basis) are applied to an economic model of grazing enterprises. This data is processed and generated by the CSIRO.

Non-forested area on property

292 ha

Dry Wethers (DSE)

One DSE (Dry Sheep Equivalent) is the amount of feed required to maintain the weight of a 45 kg, two-year-old Merino sheep. It follows that carrying capacity is fundamentally a measure of energy produced over time, where one DSE is equivalent to roughly 7.6 megajoules (MJ) per day.



8.0

DSE / ha

2,335

DSE Total

Steer (AE)

AE (Adult Equivalent) is the corresponding standardised measure for beef cattle. This measure is for a 450kg Bos Taurus steer maintained at that weight.



1.0

AE / ha

292

AE Total

Structures

No. of Structures

1

Total Area

236 m²

Note: Buildings smaller than 40sqm have been excluded.

1.

236 m²





Average Annual Rainfall

798

mm /year



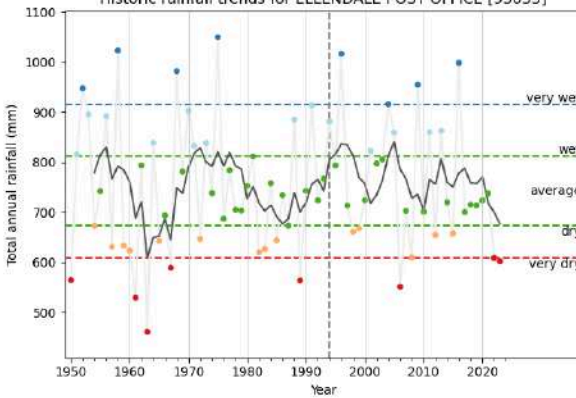
Nearest Weather Station

1.1 km

ELLENDALE POST OFFICE

Annual Rainfall Deciles

Historic rainfall trends for ELLENDALE POST OFFICE [95033]



Since 1994, there have been 9 wet years and 8 dry years. We would normally expect 9 of each in this time period. Over the historical record, annual rainfall typically varies within 16.9% of the mean.

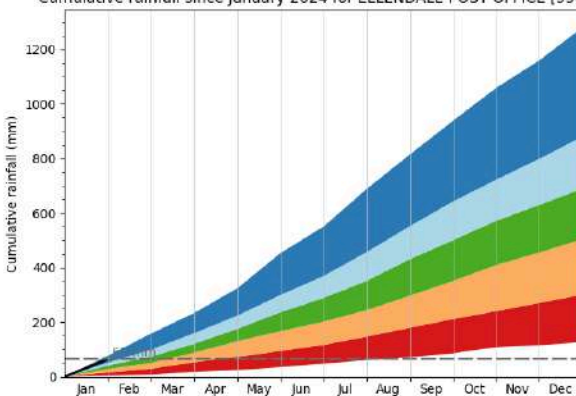
Categories

- very wet (the wettest 10% of years)
- wet (the wettest 30% of years)
- average (rainfall between the driest 30% and wettest 30% of years)
- dry (the driest 30% of years)
- very dry (the driest 10% of years)
- 5 year rolling mean

Generated by Digital Agriculture Services on 2024-02-01

Monthly Rainfall to Date

Cumulative rainfall since January 2024 for ELLENDALE POST OFFICE [95033]



Cumulative rainfall for ELLENDALE POST OFFICE since the start of January 2024 is 63mm, placing the current period in the 79th percentile of historical rainfall

Categories

- very wet (the wettest 10% of years)
- wet (the wettest 30% of years)
- average (rainfall between the driest 30% and wettest 30% of years)
- dry (the driest 30% of years)
- very dry (the driest 10% of years)
- Cumulative rainfall for 2024

Generated by Digital Agriculture Services on 2024-02-01

Drought Stress



No deficit

Rainfall deficit identifies locations that are experiencing a significant rainfall deficit over a defined 12 month period. The current 12 month rainfall total is compared with all other 12 month rainfall totals since 1900. The current total is expressed as a percentile relative to the historic record. A current rainfall total less than the 10th percentile is classified as having a 1 in 10 year rainfall deficiency. Current rainfall totals less than the 5th percentile as classified as having a 1 in 20 year rainfall deficiency.

Flood



0.0

No inundation detected over period

Flood risk was generated from a historical inundation record derived from satellite remote sensing. The satellite detects inundation and allocates it to an index according to the number of years it was inundated over a 15 year period. This approach assumes that the frequency of flooding over the past 15 years is a useful proxy for future inundation.

Bushfire



0.7

High risk

The bushfire risk index shows a relative index of the possible intensity of fire, on a catastrophic fire weather day, if a fire actually occurs. It indicates the expected severity of a fire that occurs under 'catastrophic' weather conditions. It does not assess the probability of such conditions occurring nor of a fire igniting. This index does not provide information on the intensity or risk of a grass fire. There is no zero in this scale as there is never no risk.

Frost



42.1 Frost Days

per year

Risk of frost as measured by the average (mean) days per year where the minimum daily temperature is < 0 degrees Celsius over the period 1962 to 2021. The 0 degrees Celsius threshold was chosen as it represents a critical temperature for inducing stress and damage in many agricultural and horticultural species.

Disclaimer

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Jurisdiction Specific Data

If the Property Value Information includes information in relation to property value or property sales data in a particular State or Territory of Australia, then the applicable disclaimer shall apply in respect of that information as set out in Appendix A of the DAS Terms of Service (available at https://map.dasintel.io/file/das_terms_of_service.pdf#property_value).

If you have any questions or concerns about the information in this report, please contact our customer care team.

Email Us: support@dasintel.io



Guidelines for Expressions of Interest

WHAT IS AN (EOI) EXPRESSION OF INTEREST SALE CAMPAIGN?

It is a form of private sale. It involves an estate agent informing the public a property is offered for sale.

If a person wants to be considered as a potential buyer, they will need to formally advise the agent of their interests by completing an ***Expression of Interest Offer to purchase*** form.

WHAT IS AN EOI FORM?

It is a form (such as the ***Expression of Interest Offer to purchase*** form attached) that is completed by potential purchasers to formally advise an estate agent of their interest in the property offered for sale by Expression of Interest (EOI) .

THING YOU NEED TO KNOW ABOUT AN EOI SALE CAMPAIGN.

It is a negotiation process that may lead to the property being sold.

An EOI submitted on the ***Expression of Interest Offer to purchase*** form is intended to provide a reference point for possible negotiations.

The property owner (Vendor) has final say about whether and to whom they sell.

Additionally the Vendor is under no obligation to any person who submits the ***Expression of Interest Offer to purchase*** form.

A property is not sold until a formal **Contract for Sale of Real Estate** is signed by the property owner and buyer and exchanged between them. This can happen at any time and may not run through to the end date advised. An estate agent can only collect, use and disclose a potential buyer's personal information for the purpose set out in the expression of interest form.

Price and terms of all offers remain confidential.

Please understand that it is critical that you submit the highest and best offer you're prepared to pay for the property as there has been several instances where purchasers have been successful by as little as \$100.

Your offer should be as simple and as strong as possible. We appreciate this is a very tense and stressful time however, we want you to have every opportunity to place your best offer.

Given a fair and reasonable time frame the offer/s will be submitted to the vendor for consideration. The vendor retains the right to accept or reject any offer and ultimately make the final decision. The vendor may elect to negotiate further with the offer of his or her choice.

Signed by:

Party making offer: _____

Date: _____



**Expression of Interest
Offer to purchase**

VERY IMPORTANT NOTICE: This document is to be completed and emailed to sjeffery@awn.net or hand into the AWN Office located at 11-23 Murphy St, Invermay TAS 7248 in a sealed envelope marked

691 Ellendale Road, Ellendale

by 4pm Thursday March 21st 2024.

Please ensure your offer is the maximum price you are prepared to pay. Offers that are unconditional with terms agreeable by the vendor will be the most favorable.

All offers will remain confidential and only viewed by the vendor and their Agents

Date: 06/02/2024

Agent: C. Ebdon

TAS H.O.

11-23 Murphy St

Invermay TAS 7248

Property Address 691 Ellendale Road, Ellendale

Vendor K. Towns

Prospective Purchaser (Full Name):

.....

.....

Prospective Purchaser Address:

.....

.....

Prospective Purchaser Contact Number:

.....



OFFER

Price you are prepared to pay: \$.....

(Your Offer)

Deposit amount: \$..... **On signing of contract**

(Deposit is only payable if your Offer is accepted)

Settlement Terms: 1e; 90/120 days etc

.....

NOTE: The vendors preferred settlement date is 90 Days from signing of the Contract.

Special Conditions (If Any):

Finance Required: Yes / No If Yes Indicate

Lender.....

**Amount to be Borrowed:.....Days to obtain Approval: 21 Days
from Vendor signing of Contract of Sale.**

Additional Special Conditions:

.....

.....

PLEASE NOTE:

We advise all prospective purchasers to seek independent legal advice relating to the Contract for the sale and purchase of land and any other matter relating to this sale prior to submitting an offer to purchase this property.

The purchaser acknowledges that should they be the accepted offer they will sign and exchange the Contract for the sale and purchase of land by 4pm Thursday March 21st 2024.

If the documents are not signed and exchanged by this time and date the Vendor reserves the right to negotiate and sell to another party.