

Form 2

## NOTICE OF AN APPLICATION FOR PLANNING PERMIT

The land affected by the application is located at:	28 Bedggood Grove PAYNESVILLE 3880 Lot: 51 PS: 840653
The application is for a permit to:	Two Lot Subdivision
The applicant for the permit is:	Development Solutions Victoria Pty Ltd
The application reference number is:	5.2023.430.1
You may look at the application and any documents that support the application on the website of the responsible authority.	<b>COVID-19 Omnibus (Emergency Measures) Bill 2020 now modifies the requirement of Form 2 so that <i>Planning documents previously required to be physically available to view at local government offices are now only required to be available for online inspection.</i></b>

This can be done anytime by visiting the following website:

<https://www.eastgippsland.vic.gov.au/building-and-development/advertised-planning-permit-applications>

Any person who may be affected by the granting of the permit may object or make other submissions to the responsible authority.

An objection must

- ♦ be made to the Responsible Authority in writing,
- ♦ include the reasons for the objection, and
- ♦ state how the objector would be affected.

The Responsible Authority will not decide on the application before:	Subject to applicant giving notice
--	------------------------------------

**If you object, the Responsible Authority will tell you its decision.**

The responsible authority must make a copy of every objection available at its office for any person to inspect during office hours free of charge until the end of the period during which an application may be made for review of a decision on the application.

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

Page 1 of 3

VOLUME 12314 FOLIO 341

Security no : 124110038153Q  
Produced 25/10/2023 02:16 PM

### LAND DESCRIPTION

Lot 51 on Plan of Subdivision 840653R.  
PARENT TITLE Volume 12255 Folio 732  
Created by instrument PS840653R 24/06/2021

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor

### ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT AU557881K 09/07/2021  
Expiry Date 31/12/2040

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  
AR827787Y 11/01/2019

### DIAGRAM LOCATION

SEE PS840653R 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: 28 BEDGGOOD GROVE PAYNESVILLE VIC 3880

### ADMINISTRATIVE NOTICES

NIL

DOCUMENT END

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Document Type	<b>Plan</b>
Document Identification	<b>PS840653R</b>
Number of Pages (excluding this cover sheet)	<b>3</b>
Document Assembled	<b>25/10/2023 14:17</b>

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# PLAN OF SUBDIVISION

EDITION 1 PS 840653R

## LOCATION OF LAND

**PARISH:** BAIRNSDALE  
**TOWNSHIP:** \_\_\_\_\_  
**SECTION:** \_\_\_\_\_  
**CROWN ALLOTMENT:** 141, 141<sup>A</sup> & 141<sup>B</sup> (PARTS)  
**CROWN PORTION:** \_\_\_\_\_  
**TITLE REFERENCE:** VOL 12255 FOL 732  
**LAST PLAN REFERENCE:** LOT B - PS819612C  
**POSTAL ADDRESS:** 114 NEWLANDS DRIVE,  
 (at time of subdivision) PAYNESVILLE, 3880  
**MGA CO-ORDINATES:** E: 562 200 **ZONE:** 55  
 (of approx centre of land in plan) N: 5803 500 **GDA 94**

Council Name: East Gippsland Shire Council  
 Council Reference Number: PS840653R  
 Planning Permit Reference: 583/2004/P/D  
 SPEAR Reference Number: S159538J

### Certification

This plan is certified under section 11 (7) of the Subdivision Act 1988  
 Date of original certification under section 6: 27/08/2020

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made

Digitally signed by: Robert Pringle for East Gippsland Shire Council on 28/04/2021

**Statement of Compliance** issued: 29/05/2021

## VESTING OF ROADS AND/OR RESERVES

## NOTATIONS

IDENTIFIER	COUNCIL/BODY/PERSON
RI ROAD	EAST GIPPSLAND SHIRE COUNCIL

DIMENSIONS SHOWN FOR LOT B ARE NOT THE RESULT OF THIS SURVEY.  
 THE AREA OF LOT B IS BY DEDUCTION FROM TITLE.

LOTS 1 TO 44 & 53 TO 60 HAVE BEEN OMITTED FROM THIS PLAN

## NOTATIONS

**DEPTH LIMITATION** DOES NOT APPLY

### SURVEY:

This plan is based on survey.

### STAGING:

This is not a staged subdivision.  
 Planning Permit No. 583/2004/P/D

This survey has been connected to permanent marks No(s). 366 & 444

In Proclaimed Survey Area No.

## EASEMENT INFORMATION

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	WAY, DRAINAGE & SEWERAGE	SEE DIAG.	LP214696F	LAND IN LP214696F
E-2 & E-3	DRAINAGE	SEE DIAG.	PS802715L	EAST GIPPSLAND SHIRE COUNCIL
E-3	SEWERAGE	3	PS802715L	EAST GIPPSLAND REGION WATER CORPORATION
E-4	CARRIAGEWAY	20.12	PS819612C	AUSNET ELECTRICITY SERVICES PTY LTD
E-5	DRAINAGE & SEWERAGE	3	THIS PLAN	EAST GIPPSLAND REGION WATER CORPORATION & EAST GIPPSLAND SHIRE COUNCIL
E-6	SEWERAGE	2	THIS PLAN	EAST GIPPSLAND REGION WATER CORPORATION

**Crowther & Sadler Pty. Ltd.**

**LICENSED SURVEYORS & TOWN PLANNERS**  
 162 MACLEOD STREET, BAIRNSDALE, VIC., 3875  
 P. (03) 5162 5011 E. [contact@crowthersadler.com.au](mailto:contact@crowthersadler.com.au)

**SURVEYORS FILE REF: 18591**

Digitally signed by: Michael J Sadler, Licensed Surveyor,  
 Surveyor's Plan Version (3),  
 21/10/2020, SPEAR Ref: S159538J

**ORIGINAL SHEET  
 SIZE: A3**

**SHEET 1 OF 3 SHEETS**

**PLAN REGISTERED**

**TIME: 2:32PM DATE: 24/06/2021**  
**B.HENLEY**  
 Assistant Registrar of Titles

Printed 22/11/2023

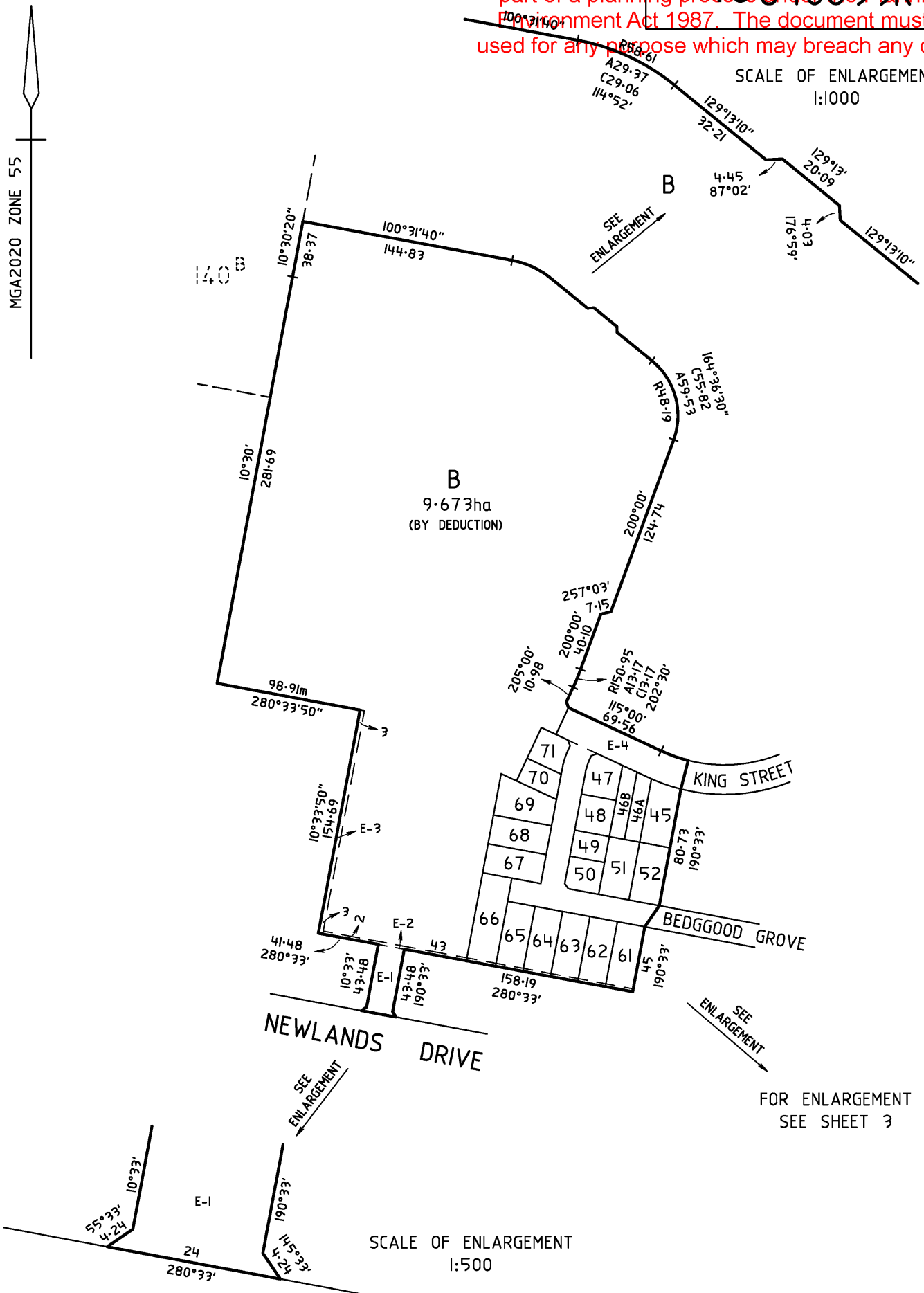
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PS 840653R

SCALE OF ENLARGEMENT  
1:1000



FOR ENLARGEMENT  
SEE SHEET 3

SCALE OF ENLARGEMENT  
1:500

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SURVEYORS REF  
18591

SCALE  
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LENGTHS ARE IN METRES

ORIGINAL SHEET  
SIZE: A3

SHEET 2

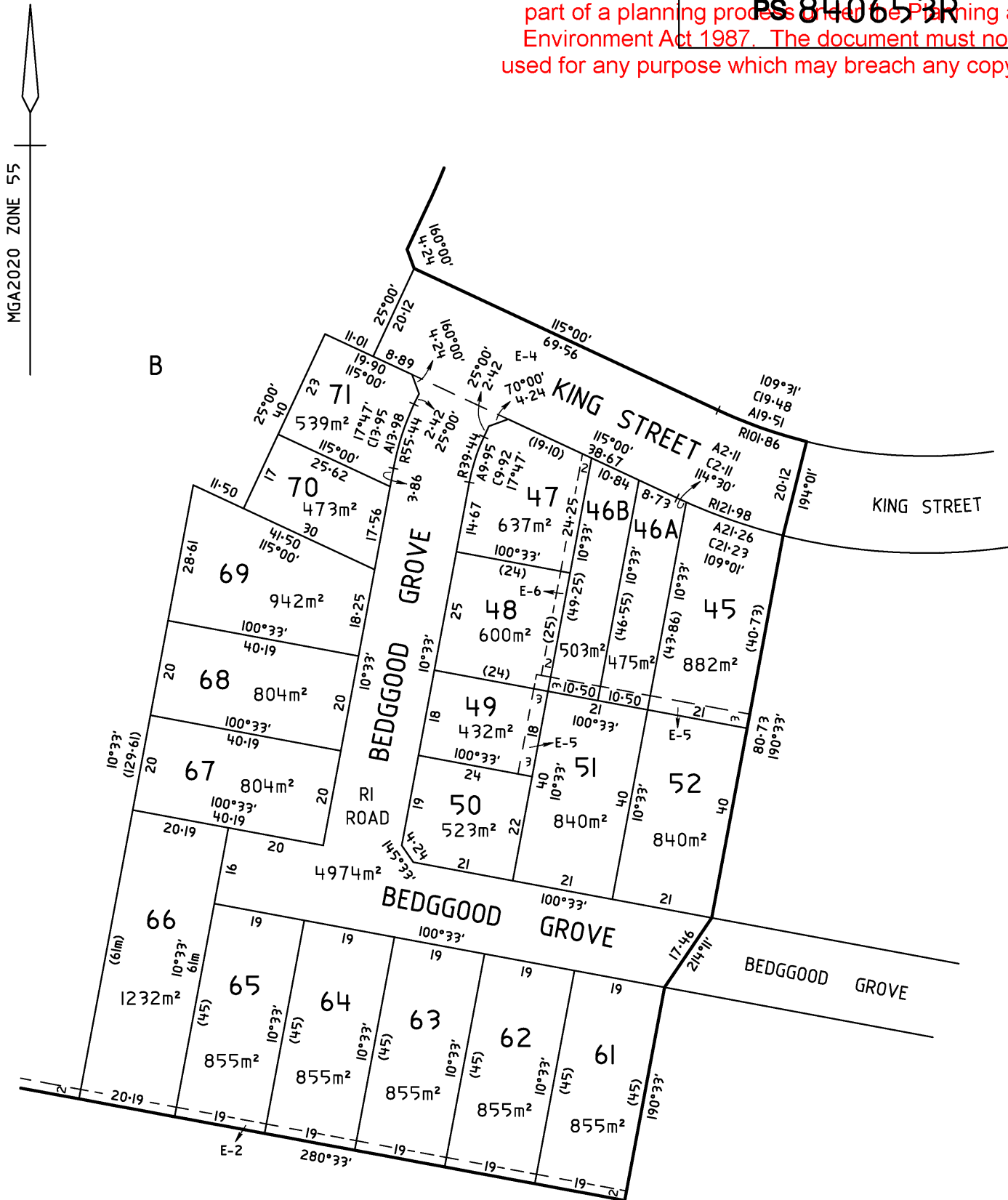
Digitally signed by: Michael J Sadler, Licensed Surveyor,  
Surveyor's Plan Version (3),  
21/10/2020, SPEAR Ref: S159538J

Digitally signed by:  
East Gippsland Shire Council  
28/04/2021,  
SPEAR Ref: S159538J

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PS 840653R



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SURVEYORS REF  
18591

SCALE  
1:800

8 0 8 16 24 32  
LENGTHS ARE IN METRES

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SIZE: A3

SHEET 3

Digitally signed by: Michael J Sadler, Licensed Surveyor,  
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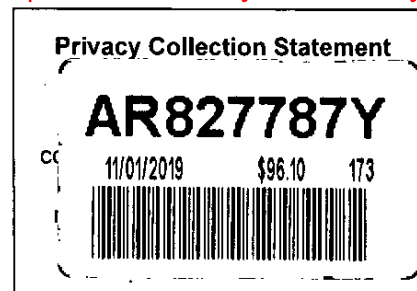
Document Type	<b>Instrument</b>
Document Identification	<b>AR827787Y</b>
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Document Assembled	<b>19/09/2023 10:36</b>

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**Application by a responsible authority for the making of a recording of an agreement**  
**Section 181 Planning and Environment Act 1987**



**Lodged by**

Name: PLANOLOGY  
Phone: 0430453372  
Address: PO BOX 394, IVANHOE VIC 3079  
Reference: MN3242  
Customer code: 21179J

The responsible authority having made an agreement referred to in section 181(1) of the Planning and Environment Act 1987 requires a recording to be made in the Register.

Land:(volume and folio)

VOLUME 11867 FOLIO 225

Responsible authority:(full name and address, including postcode)

EAST GIPPSLAND SHIRE COUNCIL, 273 MAIN STREET, BAIRNSDALE VIC 3875

Section and act under which agreement is made:

SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987

A copy of the agreement is attached to this application:

YES

Signing:

35271702A

181PEA

Page 1 of 2

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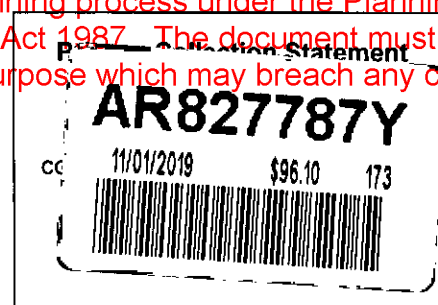
Land Use Victoria contact details: see [www.delwp.vic.gov.au/property](http://www.delwp.vic.gov.au/property)>Contact us

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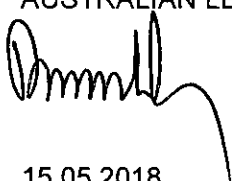
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**Application by a responsible authority for the making of a recording of an agreement**  
**Section 181 Planning and Environment Act 1987**



**Certifications**

- 1.The Certifier has taken reasonable steps to verify the identity of the applicant.
- 2.The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- 3.The Certifier has retained the evidence supporting this Registry Instrument or Document.
- 4.The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of EAST GIPPSLAND SHIRE COUNCIL  
Signer Name DARREN WONG  
Signer Organisation PLANOLOGY PTY LTD  
Signer Role AUSTRALIAN LEGAL PRACTITIONER  
Signature   
Execution Date 15.05.2018

35271702A

181PEA

Page 2 of 2

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Land Use Victoria contact details: see [www.delwp.vic.gov.au/property](http://www.delwp.vic.gov.au/property)>Contact us

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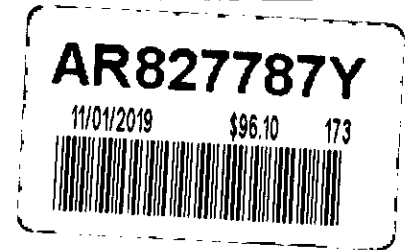


## **Agreement under section 173 of the Planning and Environment Act 1987**

114 Newlands Drive, Paynesville

## Information table

**Date of Agreement:** 28/5/2018



### Parties:

Name	East Gippsland Shire Council
Short form name	<b>Council</b>
Notice details	273 Main Street, Bairnsdale, Vic, 3875

Name	Paynesville Park Pty Ltd
Short form name	<b>Owner</b>
Notice details	Suite 1, 29 Access Way, Carrum Downs 3201

### Background:

- A Council is the responsible authority for the administration and enforcement of the Planning Scheme under the Act.
- B The Subject Land is subject to the Planning Scheme.
- C The Owner is the registered proprietor of the Subject Land.
- D On 6 July 2007, Council and the previous owners of the Subject Land entered into an agreement under section 173 of the Act requiring compliance with Planning Permit (**First Agreement**).
- E Council and the Owner now agree that greater flexibility is required regarding the ending of the First Agreement. In order to achieve that outcome, the parties have agreed to enter into this Agreement.
- F The Owner intends to ask Council to end the First Agreement, with respect to the Subject Land, under section 178A of the Act.
- G The Owner intends to become the registered proprietor of the Subject Land.
- H The Parties enter into this Agreement to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.



## Agreed terms



### 1. Defined terms and interpretation

#### 1.1 Defined terms

In this Agreement:

**Act** means the *Planning and Environment Act 1987*.

**Agreement** means this agreement and any agreement executed by the parties expressed to be supplemental to this Agreement.

#### **Current Address for Service**

for Council means the address shown on page 1 of this Agreement, or any other address listed on Council's website; and

for the Owner means the address shown on page 1 of this Agreement or any other address provided by the Owner to Council for any purpose or purposes relating to the Subject Land.

#### **Current Email Address for Service**

for Council means [feedback@egipps.vic.gov.au](mailto:feedback@egipps.vic.gov.au), or any other principal office email address listed on Council's website; and

for the Owner means any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement or any other email address provided by the Owner to Council for any purpose or purposes relating to the Subject Land.

#### **Current Number for Service**

for Council means 03 5153 9576, or any other facsimile number listed on Council's website; and

for the Owner means any facsimile number provided by the Owner to Council for the express purpose of facsimile communication regarding this Agreement.

**Endorsed Plan** means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit. A copy of the Endorsed Plan is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

**Lot** means a lot on the Endorsed Plan.

**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 Subject Land or any part of it.

**Notice** means any notice, demand, consent, approval or communication under this agreement

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**Owner** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession.

**Party or Parties** means the Owner and the Council.

**Planning Permit** means planning permit no. 583/2004/P/D granted by Council as amended from time to time. A copy of the Planning Permit is available for inspection at Council offices during normal business hours upon giving Council reasonable notice.

**Planning Scheme** means the East Gippsland Planning Scheme.

**Statement of Compliance** means statement of compliance issued under section 21 of the *Subdivision Act 1988*.

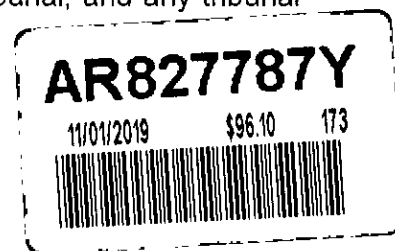
**Subject Land** means the land situated at 114 Newlands Drive, Paynesville being the land described as Lot 2 on PS802715L and contained in certificate of title volume 11867 folio 225 any reference to the Subject Land in this Agreement includes a reference to any lot created by the subdivision of the Subject Land or any part of it.

**Tribunal** means the Victorian Civil and Administrative Tribunal, and any tribunal or other person or body which supersedes it.

## 1.2 Interpretation

In this Agreement unless the context admits otherwise:

- (a) The singular includes the plural and vice versa.
- (b) A reference to a gender includes a reference to each other gender.
- (c) A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- (d) If a Party consists of more than one person this Agreement binds them jointly and each of them severally.
- (e) A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the same meaning as defined in the Act.
- (f) A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- (g) The introductory clauses to this Agreement form part of this Agreement.
- (h) The Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land.



- (i) Any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

## 2. Section 173 Agreement

### 2.1 Purpose

The Parties acknowledge and agree that the purposes of this Agreement are to:

- (a) give effect to the terms of the Planning Permit; and
- (b) achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

### 2.2 Reasons for agreement

The Parties acknowledge and agree that this Agreement has been entered into for the following reasons:

- (a) Council would not have approved the Planning Permit to facilitate a residential subdivision of the Subject Land without the Owner entering into this Agreement; and
- (b) the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

## 3. Commencement

This Agreement comes into force on the date of this Agreement.

## 4. Owner's Specific Obligations

### 4.1 Compliance with other permits

- (a) The Owner agrees that regardless of any rights conferred by the Planning Scheme, except with the prior written consent of Council, the Subject Land, or any part of it, must only be subdivided in a manner which depicts a lot layout and title boundaries which are:
  - (i) generally in accordance with the configuration and layout of the subdivision authorised by the Planning Permit and the various conditions included in that permit; and
  - (ii) wholly in accordance with the plans from time to time endorsed pursuant to condition 3 of the Planning Permit, which shows the required staging of the subdivision authorised by that permit.

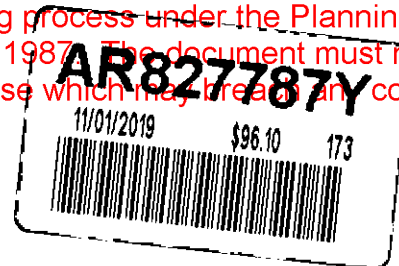
### 4.2 Development must be to approval of Council

The Owner agrees that if the Planning Permit expires after this Agreement commences, the subdivision of the Subject Land must be to the satisfaction of Council.

### 4.3 Notice of ownership

The Owner agrees that immediately upon becoming the registered proprietor of the Subject Land, it must advise Council in writing of this event.





## **5. Further Obligations of the Owner**

### **5.1 Notice and Registration**

The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, charges, transferees and assigns.

### **5.2 Further actions**

The Owner further covenants and agrees that:

- (a) the Owner will do all things necessary to give effect to this Agreement;
- (b) the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgement or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

### **5.3 Council's Costs to be Paid**

The Owner further covenants and agrees that the Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of an incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.

## **6. Owner's Warranties**

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

## **7. Successors in Title**

Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

- (a) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- (b) execute a deed agreeing to be bound by the terms of this Agreement.

## **8. General**

### **8.1 Notices**

A notice or other communication required or permitted to be served by a Party on another Party must be in writing and may be served:

- (a) personally on the other Party;

AR827787Y



- (b) by leaving it at the Party's Current Address for Service;
- (c) by posting it by prepaid post addressed to that Party at the Party's Current Address for Service;
- (d) by facsimile to the Party's Current Number for Service; or
- (e) by email to the Party's Current Email Address for Service.

## 8.2 Service of Notice

A notice or other communication is deemed served:

- (a) if delivered, on the next following business day;
- (b) if posted, on the expiration of 7 business days after the date of posting;
- (c) if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day; or
- (d) if sent by email, the day on which it is sent.

## 8.3 No Waiver

Any time or other indulgence granted by Council to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.

## 8.4 Severability

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 must be severed and the other provisions of this Agreement will remain operative.

## 8.5 No fettering of Responsible Authority's powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

## 8.6 Governing law

This Agreement is governed by and will be construed in accordance with the laws of the State of Victoria.

## 8.7 Ending

This Agreement ends:

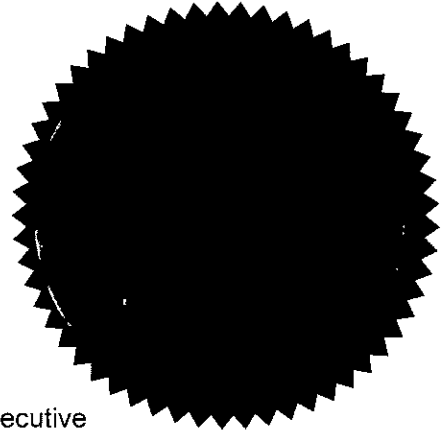
- (a) if the Parties agree in writing to end the Agreement; or
- (b) if the subdivision of the Subject Land occurs in stages, upon the issue of the Statement of Compliance for that stage.

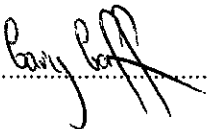
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**SIGNED, SEALED AND DELIVERED** as an agreement under Division 2 of Part 9 of the Act and as a Deed between the Parties.

The Common Seal of the East Gippsland Shire Council was hereunto affixed on the . . . . . day of . . . . . , in the presence of:

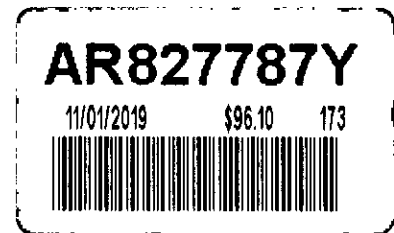


  
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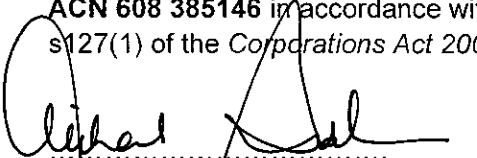
Chief Executive

  
.....

Witness




Executed by Paynesville Park Pty Ltd  
ACN 608 385146 in accordance with  
s127(1) of the Corporations Act 2001:

  
.....

Director

Print Name: MICHAEL SADLER .

  
.....

Secretary

Print Name: THOMAS CAMP

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## Memorandum of common provisions

### Section 91A Transfer of Land Act 1958

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Lodged by	
Name:	WARDS BARRISTERS & SOLICITORS PTY LTD
Phone:	03 5152 1677
Address:	PO BOX 1010 BAIRNSDALE VIC 3875
Reference:	AJR:SK:20562
Customer code:	14943M

This memorandum contains provisions which are intended for inclusion in instruments and plans to be subsequently lodged for registration.

#### Provisions:

The Transferee with the intent that the benefit of this covenant shall until 31 December 2040, be attached to and run at law and in equity with the whole of the land comprised in Plan of Subdivision No. PS840653R (other than the land hereby transferred) and that the burden thereof shall be annexed to and run at law and in equity with the land hereby transferred and each and every part thereof and that the same shall be noted and appear on every Certificate of Title for the said Lot and every part thereof as an encumbrance affecting the same HEREBY COVENANTS with the Transferor and other the registered proprietor or proprietors for the time being of the land comprised in the said Plan of Subdivision (other than the land hereby transferred) that the Transferee will not:

- erect, place, permit, licence or authorise on the said Lot or any further subdivided Lot any building except for dwelling houses built only of new materials containing a floor area of not less than 130 square metres within the outer walls thereof calculated by excluding the area of any carport, garage, terrace, pergola or veranda;
- erect, place, permit, licence or authorise on the said Lot any outbuildings built with other than the materials of the same type as the main dwelling house or colour bonded material;
- erect or allow to be erected on the said Lot any relocated dwelling or outbuilding or any dwelling or outbuilding moved from other land;
- occupy the Lot for residential purposes either temporarily or permanently until a Certificate of Occupancy is issued for the dwelling erected on the site except that temporary accommodation may be used for the duration of the construction period of the dwelling for no longer than twelve (12) months (subject to any necessary council approvals or permits);
- permit the land hereby transferred or any part thereof to be used for the purpose of commercial breeding or boarding of or training kennels or cages for cats, dogs or birds, or the keeping of poultry, or for the grazing of horses, or for the parking, garaging or servicing of any motor vehicle in excess of five tonnes gross vehicle mass except for the purpose of loading or unloading of goods unless the vehicle is a construction vehicle engaged on construction works thereon or unless the vehicle is a boat, caravan or similar vehicle of any gross vehicle mass and is screened from view from the roadways and adjoining properties.

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- The provisions are to be numbered consecutively from number 1.
- Further pages may be added but each page should be consecutively numbered.
- To be used for the inclusion of provisions in instruments and plans.

91ATLA

Page 1 of 1

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**Printed 22/11/2023**  
**Page 19 of 50**



# Department of Environment, Land, Water & Planning

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Status	Registered	Dealing Number	AU557881K
Date and Time Lodged	09/07/2021 12:42:05 PM		

### Lodger Details

Lodger Code	15940N
Name	COMMONWEALTH BANK OF AUSTRALIA
Address	
Lodger Box	
Phone	
Email	
Reference	

## TRANSFER

Jurisdiction	VICTORIA
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### Land Title Reference

12314/341

### Transferor(s)

Name	PAYNESVILLE PARK PTY LTD
ACN	608385146

### Estate and/or Interest being transferred

Fee Simple

### Consideration

\$AUD 140000.00

### Transferee(s)

<b>Tenancy (inc. share)</b>	Sole Proprietor
Given Name(s)	KARTIYA SERENA
Family Name	FERNANDO
Address	
Street Number	28
Street Name	BEDGGOOD



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## Electronic Instrument Statement

Street Type	GROVE
Locality	PAYNESVILLE
State	VIC
Postcode	3880

### Covenants

The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restrictive covenant with the intent that the burden of the restrictive covenant runs with and binds the burdened land and the benefit of the restrictive covenant is annexed to and runs with the benefited land.

Burdened land	the Land
Benefited land	MCP: AA6878
Restrictive covenant	MCP: AA6878
Expiry Date	

### Duty Transaction ID

5162113

The transferor transfers to the transferee their estate and/or interest in the land specified for the consideration, subject to any restrictive covenant set out or referred to in this transfer.

### Execution

1. The Certifier has taken reasonable steps to verify the identity of the transferee or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf KARTIYA SERENA FERNANDO  
of

Signer Name	DORA NICHOLSON
Signer Organisation	ETHNICO CONVEYANCING AND FINANCIAL SERVICES
Signer Role	CONVEYANCING PRACTICE
Execution Date	09 JULY 2021

### Execution

1. The Certifier has taken reasonable steps to verify the identity of the transferor or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf PAYNESVILLE PARK PTY LTD  
of

Signer Name	ANDREW JOHN REYNOLDS
Signer Organisation	WARDS BARRISTERS AND SOLICITORS PTY LTD
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	09 JULY 2021



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## Electronic Instrument Statement

### File Notes:

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Statement End.

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APPLICATION FOR PLANNING PERMIT

## TWO LOT SUBDIVISION

28 BEDGGOOD GROVE, PAYNESVILLE

CHRIS SENSERRICK

REF: 23127

## CONTENTS

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2	Site Context	5
3	The Proposal	11
4	Zones and Overlays	12
5	Planning Assessment	16
6	Conclusion	18

## APPENDIX

A	Copy of Title and Plan of Subdivision
B	Proposed Plan of Subdivision
C	Clause 56 Assessment

## DOCUMENT REVISION

1	Draft Report	DAC	17/10/2023
2	Final Report	CMC	21/10/2023



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28 BEDGOOD GROVE, PAYNESVILLE





## 1. INTRODUCTION

Development Solutions Victoria Pty Ltd act on behalf of Chris Senserrick, the applicant for the planning permit application for the Two Lot Subdivision at 28 Bedggood Grove, Paynesville.

This submission and supporting documentation provide details of the subject site, relevant planning controls and policies delivers an assessment against the provisions of the East Gippsland Planning Scheme.

The proposal is consistent with the objectives of the East Gippsland Planning Scheme, is an appropriate subdivision in this location and will result in a positive planning outcome.

Address	28 Bedggood Grove, Paynesville
<b>Site Description</b>	Lot 51 on Plan of Subdivision 840653R
<b>Title Particulars</b>	Vol 12314 Fol 341
<b>Site Area</b>	840m <sup>2</sup>
<b>Proposal</b>	Two Lot Subdivision
<b>Planning Scheme</b>	East Gippsland Planning Scheme
<b>Zone</b>	General Residential Zone – Schedule 1
<b>Overlays</b>	Design and Development Overlay – Schedule 14
<b>Aboriginal Cultural Heritage</b>	Not identified as an area of Cultural Heritage Sensitivity
<b>Permit Triggers</b>	Clause 32.08-3 General Residential Zone – Subdivision Clause 43.02-3 Design and Development Overlay – Subdivision
<b>Notice</b>	No exemption
<b>Referrals</b>	No mandatory referrals
<b>Work Authority Licence</b>	Not Applicable
<b>Planning Scheme requirements</b>	Municipal Planning Strategy – Clause 02 Settlement - Growth area towns – Clause 02.03-1 Planning Policy Framework – Clause 10 Settlement – Clause 11 Environmental and landscape values – Clause 12 Environmental risks and amenity – Clause 13 Built environment and heritage – Clause 15 Housing – Clause 16 General Residential Zone – Clause 32.08 Design and Development Overlay – Clause 43.02 Decision guidelines – Clause 56 Decision guidelines – Clause 65.01 Decision guidelines – Clause 65.02

## 2. SITE CONTEXT

### Site

The subject site is located at 28 Bedggood Grove, Paynesville. A copy of the Title and Plan of Subdivision is contained in **Appendix A**. The title is affected by restrictive covenant registered on title as AU557881K and a Section 173 Agreement AR827787Y.

#### **AU557881K referred to MCP AA6878**

*Memorandum of Common Provisions provides restrictions on buildings, materials and contains a minimum floor area for dwellings. Restrictions on finished materials for outbuildings and restrictions on the use of the land.*

#### **AR827787Y**

*The Section 173 Agreement provides in 4.1 that further subdivision must be in a manner that depicts a lot layout and title boundaries which are generally in accordance with the configuration and layout of the subdivision and wholly in accordance with the plans from time to time endorsed pursuant to condition 3.*

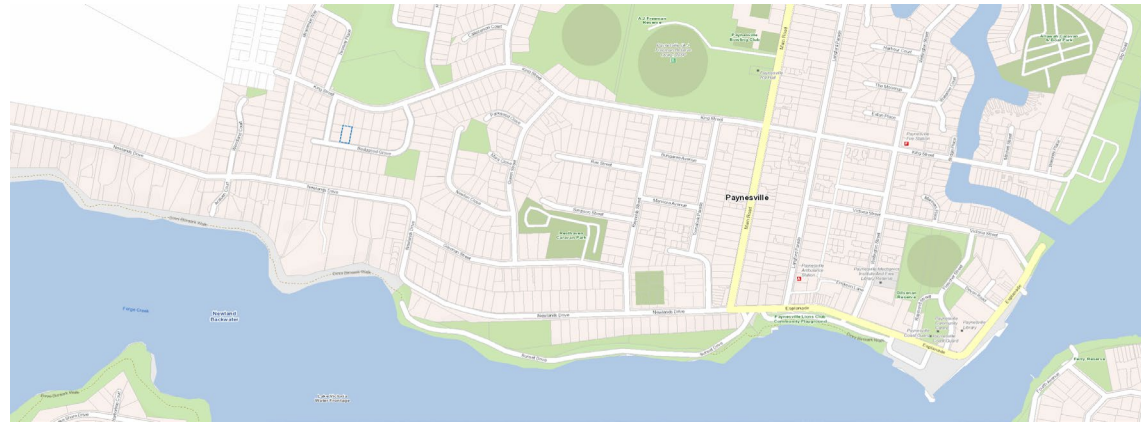
The site is rectangular in shape with a total area of approximately 840m<sup>2</sup> and is currently vacant land. The site is relatively flat in nature and does not contain any vegetation. The subject site is within a growing residential area.

Details of the site are depicted in the photographs provided below.

There is no formal access to the site. Access is proposed directly from Bedggood Grove along the southern boundary.

Bedggood Grove is a fully constructed bitumen sealed road traversing in an east to west direction.

The subject site in relation to Paynesville as well as the surrounding land, is shown in the locality plans in **Figure 1** and **Figure 2**.



**Figure 1 – Locality Plan – 28 Bedggood Grove, Paynesville (source: mapshare.vic.gov.au)**



**Figure 2 – Locality Plan – 28 Bedggood Grove, Paynesville (source: mapshare.vic.gov.au)**

## Surrounds

The land surrounding the site comprises predominantly new residential development and vacant land.

Adjoining the northern boundary comprises vacant residential land and a dwelling currently under construction, adjoining the eastern and western boundaries comprise existing residential developments and adjoining the southern boundary is Bedggood Grove and further residential development.

Bedggood Grove connects to King Street north of the subject site.

The site is located approximately 1.8 kilometres west of the main central business district of Paynesville in a new residential estate.

Paynesville is a tourism town located on the Gippsland Lakes southeast of Bairnsdale. Paynesville is a boating village with a significant focus on tourism and water sports. The township has a suitable level of community and commercial services and facilities to support the existing and future residential component.

The subject site in relation to Paynesville is shown in the aerial photograph below.





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Photograph 1 – Aerial photograph of the subject site and surrounding land  
– 28 Bedgood Grove, Paynesville (source: dpi.vic.gov.au)  
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**Photograph 2** – Subject site at 28 Bedggood Grove, Paynesville.



**Photograph 4** – Proposed Lot 1 facing southwest.



**Photograph 6** – Proposed Lot 2 facing east.



**Photograph 3** – Subject site facing north.



**Photograph 5** – Proposed Lot 1 facing south.



**Photograph 7** – Proposed Lot 2 facing southwest.





**Photograph 8** – Neighbouring property adjoining the western boundary at 30 Bedggood Grove.



**Photograph 10** – Neighbouring property adjoining the northern boundary at 125B King Street.



**Photograph 12** – Property directly opposite subject site at 27 Bedggood Grove.



**Photograph 9** – Neighbouring property adjoining the eastern boundary at 26 Bedggood Grove.



**Photograph 11** – Neighbouring property adjoining the northern boundary at 125A King Street.



**Photograph 13** – Property directly opposite subject site at 29 Bedggood Grove.



**Photograph 14** – Bedggood Grove facing east.



**Photograph 15** – Bedggood Grove facing west.



### 3. THE PROPOSAL

This application seeks approval for the subdivision of the land into two lots. A proposed plan of subdivision is provided in **Appendix B**.

#### Lot 1

The proposed Lot 1 will be rectangular in shape and will be approximately 420m<sup>2</sup> in area. This lot comprises the western portion of the site.

#### Lot 2

The proposed Lot 2 will be rectangular in shape and will be approximately 420m<sup>2</sup> in area. This lot will comprise the eastern portion of the subject site.

#### Access

Access to the proposed allotments will be provided via a shared concrete crossover along the southern boundary and will be located in the centre of both of the proposed allotments. This shared access point will provide direct access to Bedggood Street.

#### Services

The subject site has access to an appropriate level of services including reticulated water, sewerage, electricity, telecommunications, drainage and a good quality road network.

Each of the proposed allotments will be connected to all available services.

It is requested that formal drainage plans be a requirement on any planning permit to be granted.

The subject site does not require the removal of any vegetation to facilitate the proposed subdivision and no earthworks are required beyond construction of a new access point and provisions of services.

Indicative building envelopes are included on the proposed plan of subdivision to show how the site could be developed in the future.

A copy of the proposed subdivision is provided to the right and in **Appendix B**.



Figure 3 – Proposed Plan of Subdivision – Land Surveys

#### 4. ZONES AND OVERLAYS

##### General Residential Zone – Schedule 1

The purpose of the General Residential Zone is:

- *To implement the Municipal Planning Strategy and the Planning Policy Framework.*
- *To encourage development that respects the neighbourhood character of the area.*
- *To encourage a diversity of housing types and housing growth particularly in locations offering good access to services and transport.*
- *To allow educational, recreational, religious, community and a limited range of other non residential uses to serve local community needs in appropriate locations.*

An extract of the General Residential Zone Map is provided to the right in **Figure 4**.

Clause 32.08-3 of the General Residential Zone provides a permit is required to subdivide.

An application to subdivide land, other than an application to subdivide land into lots each containing an existing dwelling or car parking space, must meet the requirements of Clause 56. The relevant standards of Clause 56 are addressed in **Appendix C**.

The relevant decision guidelines of the General Residential Zone are addressed in Section 5 of this submission.

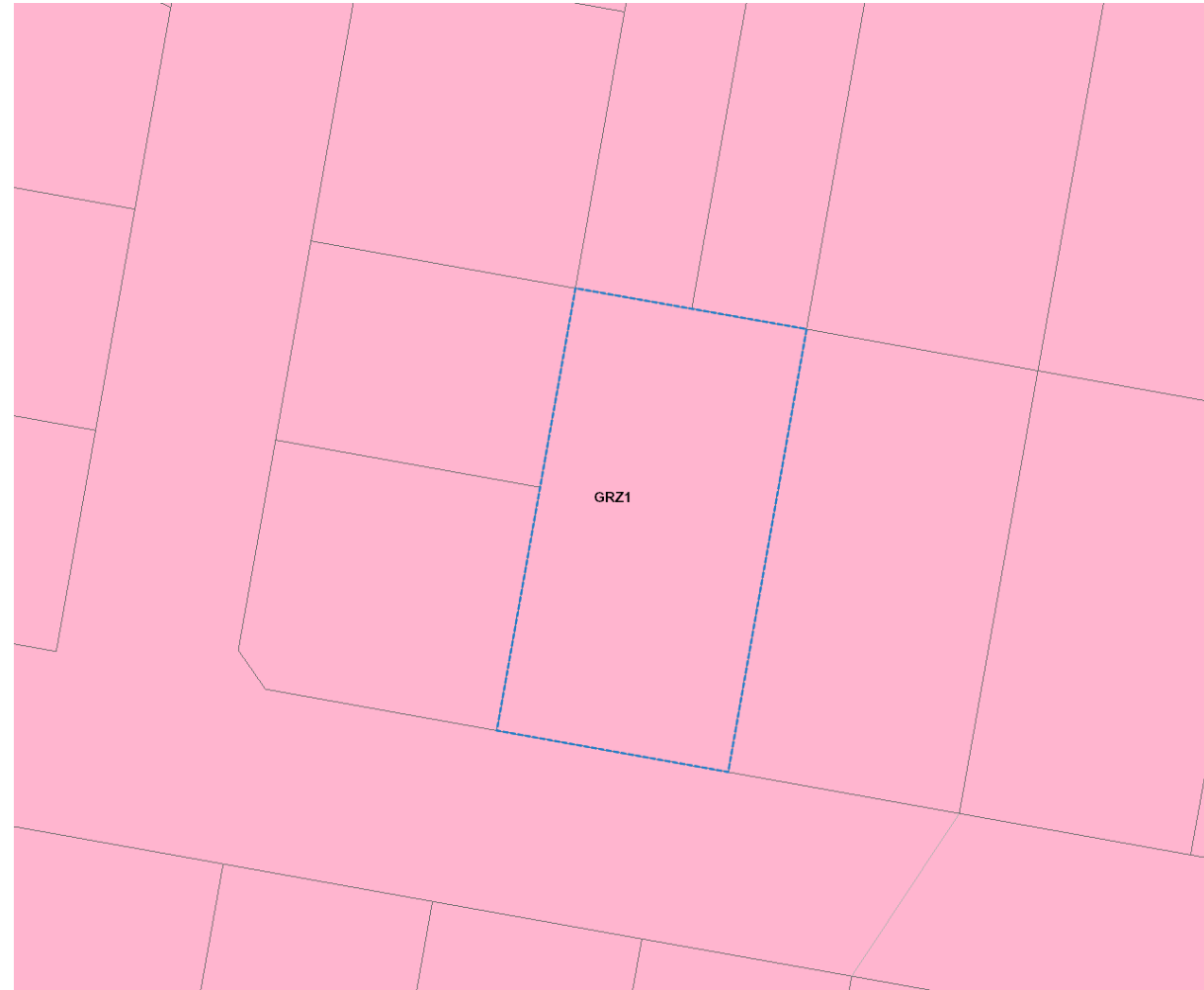


Figure 4 – Zoning Map – (source - mapshare.vic.gov.au)

## Design and Development Overlay – Schedule 14

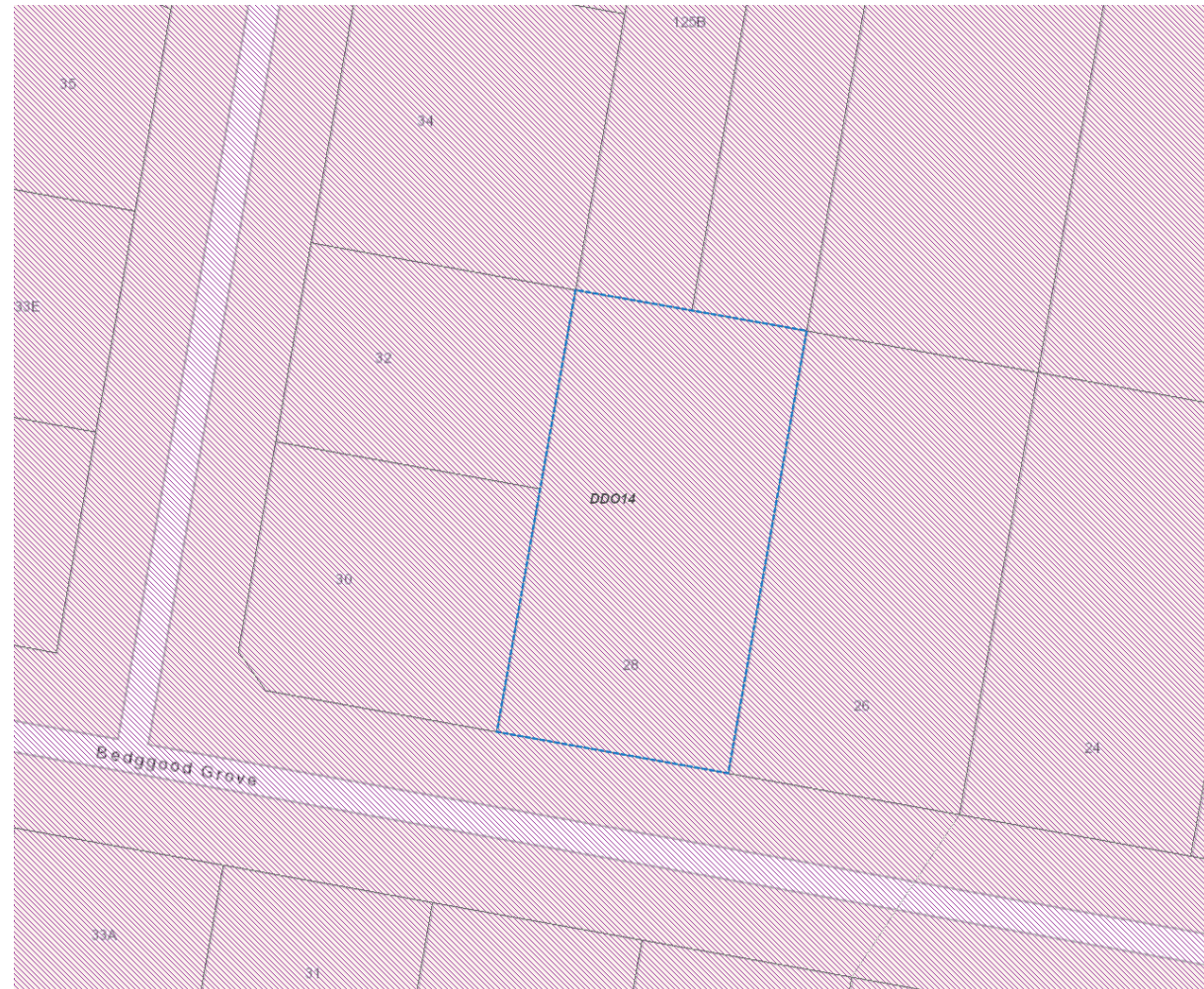
The purpose of the Design and Development Overlay is:

- To implement the Municipal Planning Strategy and the Planning Policy Framework.
- To identify areas which are affected by specific requirements relating to the design and built form of new development.

An extract of the Design and Development Overlay Map is provided to the right in **Figure 5**.

Clause 43.02-3 – Provides a permit is required to subdivide land.

The relevant decision guidelines of Clause 43.02-6 of the Design and Development Overlay and the schedule are addressed in Section 5 of this submission.



**Figure 5** – Design and Development Overlay – (source - mapshare.vic.gov.au)



## Design and Development Overlay –

### Schedule 14 continued:

The design objectives of the Schedule include:

#### All areas

- To protect and manage the township character of coastal settlements.
- To ensure that the height and visual bulk of new development is compatible with the coastal neighbourhood setting.
- To ensure that new development is designed to minimise visual impacts on the natural landscape.
- To ensure that new development is visually and physically integrated with the site and surrounding landscape.
- To ensure that new development is sited and designed to be visually unobtrusive through and above the surroundings tree canopy when viewed from nearby streets, lakes, coastal areas, or other distant viewpoints.
- To protect the vegetated character of the landscape, particularly where it is a dominant visual and environmental feature.

## Town expansion (area 7)

- To achieve a high quality residential subdivision.
- To limit new development to a maximum height of 7.5 metres above natural ground level measured within the building footprint.
- To encourage pitched roofs.
- To retain established trees.



Figure 6 – Map 1 to Schedule to Clause 42.03 – (source – Paynesville Urban Design Framework)

---

## Aboriginal Cultural Heritage

Under the provisions of the *Aboriginal Heritage Act 2006* the subject site is not recognised as being within an area of Aboriginal Cultural Heritage Sensitivity.

The subdivision of land into two lots for residential purposes is an exempt activity and as such a Cultural Heritage Management Plan is not required.

## 5. PLANNING ASSESSMENT

This proposal has been assessed against the objectives and standards of applicable clauses of the East Gippsland Planning Scheme and it is considered that the proposed subdivision is appropriate for the following reasons:

- The proposal meets the objectives of the Municipal Planning Strategy at **Clause 02** and the Planning Policy Framework at **Clause 10** providing an additional vacant parcel of land that can be developed in the future with a residential dwelling and be respectful of the existing surrounding development and the environment.
- The proposal will contribute to a high standard of environmental sustainability, urban design and amenity by designing the lot layout to meet the constraints of the land reducing any potential negative environmental implications as sought to achieve by the relevant clauses including **Clause 02.03** and **Clause 11**. The site does not contain any vegetation.
- **Clause 02.03-1** identifies Paynesville as a growth area town and encourages development on fully serviced residential land. The proposed subdivision will result in two vacant allotments that can adequately accommodate residential dwellings in the future.
- The subject site has access to all available services and the proposed vacant lots will be connected to all available services and infrastructure including reticulated water, sewerage, electricity, telecommunications and a good quality road network.
- The proposal meets the objectives of **Clause 16** by providing vacant allotments that can be developed with a dwelling in the future which in turn will support housing for the area. **Clause 16.01-2S** recognises the need to ensure land supply is sufficient to meet demand. The proposed subdivision will create one additional vacant lot within a growing residential area in Paynesville.
- The proposal is consistent with the decision guidelines of the General Residential Zone at **Clause 32.08-12** which seeks to encourage development that respects the neighbourhood character.
- The proposed subdivision will result in two vacant allotments that can be developed in the future with residential dwellings and will be in keeping with the neighbourhood character of the area.
- The proposed subdivision has addressed the relevant standards as set out in Clause 56 and is contained in **Appendix C**.
- The pattern of subdivision in the immediate area is predominantly rectangular allotments with a relatively narrow frontage adjoining the street. The proposal is consistent with other surrounding allotments in particular allotments adjoining the northern boundary.
- Access to the proposed lots will be provided along the southern boundary directly from Bedggood Grove via a shared access driveway and crossover as indicated on the proposed development plans.
- The indication of a building envelopes on the proposed development plans has been provided to demonstrate ability of the proposed lots to accommodate a 9 metre by 15 metre building area.
- Restrictive covenants are registered on title as AU557881K and refer to MCP AA6878. The proposed subdivision does not contravene any condition set out in the restrictive covenants.
- The subject site is affected by a Section 173 agreement registered as AR827787Y. The proposed subdivision does not contravene any condition set out in the Section 173 agreement.
- The proposal is consistent with the decision guidelines of the Design and Development Overlay at **Clause 43.02-6** which seeks to identify areas which are affected by specific requirements relating to the design and built form of new development.

- The proposed subdivision will result in two vacant allotments that can be developed with a dwelling in the future. Any future dwelling to be constructed would be subject to the requirements of the Design and Development Overlay including height controls and as such there is not expected to be any detrimental impact to the amenity of the area or neighbourhood character. The area does contain dwellings of various styles, heights and setbacks.
- No vegetation removal is required to facilitate the proposed subdivision.
- The proposed subdivision has been designed to be site responsive and will encourage additional residential development in the future.
- **Schedule 14** refers to residential development in coastal settlements – Paynesville. The subject site is located in Town expansion (area 7) and seeks to achieve a high quality residential subdivision.
- The proposed subdivision will result in two vacant allotments that can be developed with a residential dwelling in the future. Any future dwelling would be subject to the requirements of the Design and Development Overlay.
- This submission has addressed the decision guidelines of **Clause 65.01** and the

proposed subdivision supports orderly planning of the area whilst taking into consideration the potential effect on the environment, human health and the amenity of the area. The proposed subdivision does not require the removal of any native vegetation and there will be no negative impact on the existing road network.

- The site is not identified as being susceptible to bushfire, erosion or flooding hazards.
- There are no factors of this proposal that are likely to cause or contribute to land degradation, salinity or reduce water quality.
- This submission has addressed the decision guidelines of **Clause 65.02** and it is concluded the proposed subdivision is suitable in this location and the vacant lots can adequately accommodate residential dwellings in the future that will in turn support the community by providing for additional housing.
- The subject site has access to all available services and the proposed lots will be connected to all available services. The additional vacant lot is not expected to exceed the capacity of the services in this location.

The proposed vacant allotment will support infill residential development with access to a suitable range of services and infrastructure. Infill residential development is strongly encouraged to support diversity of housing types and increase supply.



## 6. CONCLUSION

This submission is in support of a planning permit application for a Two Lot Subdivision at 28 Bedggood Grove, Paynesville.

The relevant provisions of the East Gippsland Planning Scheme have been addressed and it has been ascertained that the proposed subdivision is appropriate in this location. It is requested that the proposal be supported for the following reasons:

- The proposal is consistent with the objectives and strategies outlined in the Municipal Planning Strategy and the Planning Policy Framework.
- The proposal is consistent with the objectives of the General Residential Zone and the Design and Development Overlay.
- The proposed subdivision will provide for two appropriate allotments that can be developed with residential dwellings in the future.
- The design of the subdivision is site responsive and consistent with the surrounding lot layout.

It is requested that a planning permit be granted for this development.

**Development Solutions Victoria**

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## APPENDIX C

### Clause 56 Assessment

## CLAUSE 56 ASSESSMENT

### Clause 56 – Residential Subdivision

Under the provisions of Clause 32.08-3 of the General Residential Zone, the following provisions of Clause 56 must be addressed as appropriate.

The purpose of Clause 56 is:

*“To implement the Municipal Planning Strategy and the Planning Policy Framework.*

*To create liveable and sustainable neighbourhoods and urban places with character and identity.*

*To achieve residential subdivision outcomes that appropriately respond to the site and its context for:*

- *Metropolitan Melbourne growth areas.*
- *Infill sites within established residential areas.*
- *Regional cities and towns.*

*To ensure residential subdivision design appropriately provides for:*

- *Policy implementation.*
- *Liveable and sustainable communities.*
- *Residential lot design.*
- *Urban landscape.*
- *Access and mobility management.*
- *Integrated water management.*
- *Site management.*
- *Utilities.”*

Clause 56 provides the following requirements:

*“An application to subdivide land:*

- *Must be accompanied by a site and context description and a design response.*
- *Must meet all of the objectives included in the clauses specified in the zone.*
- *Should meet all of the standards included in the clauses specified in the zone.”*

The provisions of Clause 56 are addressed below.

Clause 56.01 requires an application to be accompanied by:

- A subdivision site and context description.
- A design response.

The table below addresses the relevant requirements of Clause 56.

<b>Clause 56.03-5 Neighbourhood Character Objective:</b>	<b>To design subdivisions that respond to neighbourhood character.</b>
<b>Response:</b>	<p>There is no Neighbourhood Character Statement or specific character identified for this location. This area is an emerging residential area containing a combination of single and double storey dwellings. The lot configuration in this location is predominantly rectangular shaped allotments with relatively narrow street frontages.</p> <p>The proposed lot layout is responsive to the site and will provide for future residential development that can be consistent with the existing surrounding development. The area of the proposed lots ensures adequate provision for the subdivision to provide an appropriate level of services and facilities for future development.</p> <p>Both allotments will have suitable driveway access to Bedggood Grove along the southern boundary via a shared crossover as indicated on the proposed development plans. The proposed shared access point will not result in a detrimental impact to the flow of traffic in this location. The proposed lot layout will enable standard residential development with a single dwelling facing the street with one point of access.</p> <p>There is no vegetation on the subject site that requires removal. There are no significant features in the area that would be detrimentally affected by the proposed subdivision and potential future residential development. The proposed subdivision will not negatively impact the existing streetscape or neighbourhood character.</p> <p><b>The proposal meets the objectives and standards of this clause.</b></p>

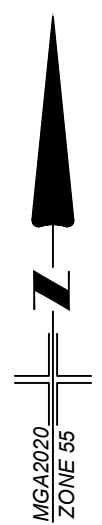
<b>Clause 56.04-2 Lot area and building envelopes objective:</b>	<b>To provide lots with areas and dimensions that enable the appropriate siting and construction of a dwelling, solar access, private open space, vehicle access and parking, water management, easements and the retention of significant vegetation and site features.</b>
<b>Response:</b>	<p>This application seeks approval for the creation of two allotments, each greater than 300m<sup>2</sup> in area to accommodate future residential dwellings. The proposed Lot 1 will be 420m<sup>2</sup> in area and proposed Lot 2 will be 420m<sup>2</sup> in area. Both allotments will be vacant residential land.</p> <p>Access to the proposed Lots will be provided via a shared crossover along the southern boundary, directly to Bedggood Grove.</p> <p>The proposed lot dimensions and layout are considered to adequately accommodate solar access for the existing development surrounding the site and any future development on the vacant lots. The size and configuration of the proposed lots is considered more than adequate to accommodate any future development if desired whilst respecting surrounding lot configurations for future uses and development surrounding the site.</p> <p><b>The proposal meets the objectives and standards of this clause.</b></p>
<b>Clause 56.04-3 Solar orientation of lots objective</b>	<b>To provide good solar orientation of lots and solar access for future dwellings.</b>
<b>Response:</b>	<p>The proposed subdivision creates two allotments of north south orientation with the long axis of the lot within the range north 20 degrees west to north 30 degrees east. Each of the lots will have appropriate solar access and any future development will not impact the solar access of surrounding properties.</p> <p><b>The proposal meets the objectives and standards of this clause.</b></p>
<b>Clause 56.04-5 Common area objectives</b>	<b>To identify common areas and the purpose for which the area is commonly held. To ensure the provision of common area is appropriate and that necessary management arrangements are in place. To maintain direct public access throughout the neighbourhood street network.</b>
<b>Response:</b>	<p>The proposal does not include any common property area.</p> <p><b>This clause is not relevant to the proposal.</b></p>

<b>Clause 56.06-8 Lot access objective:</b>	<b>To provide for safe vehicles access between roads and lots.</b>
<b>Response:</b>	<p>Access to the proposed allotments will be provided via a shared crossover along the southern boundary and will provide access directly to Bedggood Grove which will provide for safe vehicle access between the roads and future dwellings. It is expected that future dwellings will be designed to maximise the use of the access and ensure safe access to and from the site.</p> <p><b>The proposal meets the objectives and standards of this clause.</b></p>
<b>Clause 56.07-1 Drinking water supply objectives</b>	<b>To reduce the use of drinking water. To provide an adequate, cost-effective supply of drinking water.</b>
<b>Response:</b>	<p>The proposed lots will be connected to the existing reticulated water supply which provides for drinking water supply.</p> <p><b>The proposal meets the objectives and standards of this clause.</b></p>
<b>Clause 56.07-2 Reused and recycled water objective</b>	<b>To provide for the substitution of drinking water for non-drinking purposes with reused and recycled water.</b>
<b>Response:</b>	<p>A reuse and recycle water supply is not available to this site at this time. Water supply to both allotments will be via the existing reticulated water system.</p> <p><b>The proposal meets the objectives and standards of this clause.</b></p>
<b>Clause 56.07-3 Waste water management objective</b>	<b>To provide a waste water system that is adequate for the maintenance of public health and the management of effluent in an environmentally friendly manner.</b>
<b>Response:</b>	<p>Both allotments will be connected to the existing reticulated sewerage network. The proposed additional vacant lot is not expected to exceed the capacity of the network.</p> <p><b>The proposal meets the objectives and standards of this clause.</b></p>

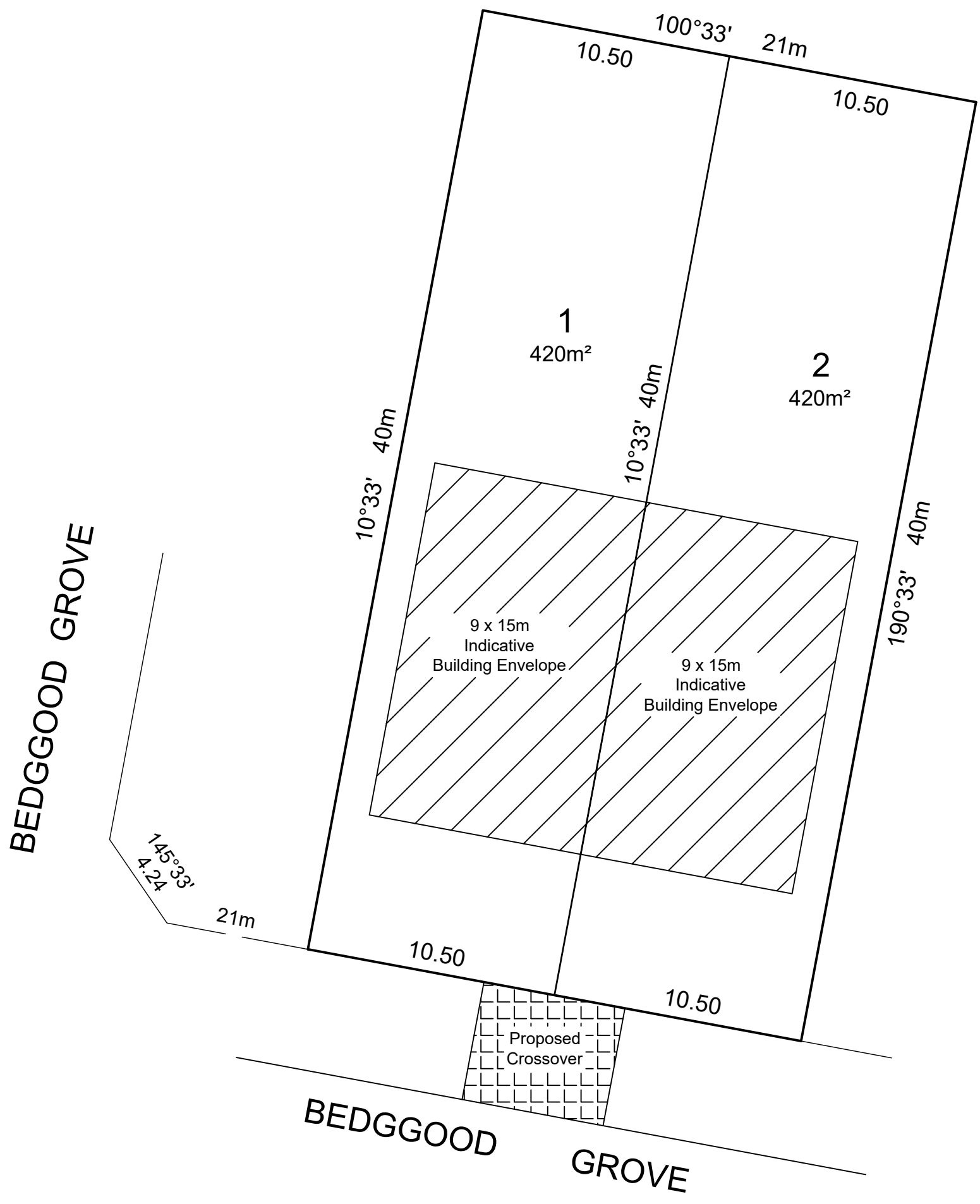
<b>Clause 56.07-4 Stormwater management objectives</b>	<p>To minimise damage to properties and inconvenience to residents from stormwater.</p> <p>To ensure that the street operates adequately during major storm events and provides for public safety.</p> <p>To minimise increases in stormwater and protect the environmental values and physical characteristics of receiving waters from degradation by stormwater.</p> <p>To encourage stormwater management that maximises the retention and reuse of stormwater.</p> <p>To encourage stormwater management that contributes to cooling, local habitat improvements and provision of attractive and enjoyable spaces.</p>
<b>Response:</b>	<p>Site runoff will be directed to legal point of discharge to the satisfaction of the responsible authority.</p> <p>The subject site is not liable to flooding and no flood mitigation works are considered necessary. The existing street drainage network is considered to be of a suitable standard to accommodate the proposed subdivision and any future development on the vacant lots.</p> <p><b>The proposal meets the objectives and standards of this clause.</b></p>
<b>Clause 56.08-1 Site Management objectives</b>	<p>To protect drainage infrastructure and receiving waters from sedimentation and contamination.</p> <p>To protect the site and surrounding area from environmental degradation or nuisance prior to and during construction of subdivision works.</p> <p>To encourage the re-use of materials from the site and recycled materials in the construction of subdivisions where practicable.</p>
<b>Response:</b>	<p>All preventative measures will be implemented during the construction phase of the proposed subdivision to ensure no erosion occurs. The subject site does not contain any vegetation.</p> <p><b>The proposal meets the objectives and standards of this clause.</b></p>
<b>Clause 56.09-1 Shared Trenching objectives:</b>	<p>To maximise the opportunities for shared trenching.</p> <p>To minimise constraints on landscaping within the street reserves.</p>
<b>Response:</b>	<p>Given the proposal is seeking a two lot subdivision resulting in one additional lot, there is ability for shared trenching for new services. Each of the relevant service authorities will be contacted prior to certification of the plan to ensure all service requirements are met and shared trenching can occur where possible.</p> <p><b>The proposal meets the objectives and standards of this clause.</b></p>

<b>Clause 56.09-2</b> <b>Electricity, telecommunications and gas objectives:</b>	<b>To provide public utilities to each lot in a timely, efficient and cost effective manner.</b> <b>To reduce greenhouse gas emissions by supporting generation and use of electricity from renewable sources.</b>
<b>Response:</b>	<p>Both vacant lots will be connected to services including reticulated water, sewerage, telecommunications, drainage, electricity and a good quality road network. The proposed subdivision is not expected to affect the existing service arrangements nor exceed their capacity.</p> <p>Each of the service providers will be contacted prior to the certification of the plan of subdivision.</p> <p><b>The proposal meets the objectives and standards of this clause.</b></p>

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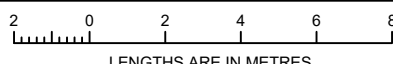


# INDICATIVE BUILDING ENVELOPE PLAN



T (03) 9646 0864 www.landsurveys.net.au  
E melbourne@landsurveys.net.au  
Unit 2, 85 Salmon Street, Port Melbourne VIC 3207  
Surveyors Reference: 2301070\_BE

SCALE  
1:200




ORIGINAL SHEET  
SIZE: A3

SHEET 1

MYLES SEWELL, VERSION 1

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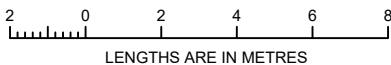
PLAN OF SUBDIVISION				EDITION 1		PS 910138V	
<div>LOCATION OF LAND</div> <div>PARISH: BAIRNSDALE</div> <div>TOWNSHIP: -</div> <div>SECTION: -</div> <div>CROWN ALLOTMENT: 141B (PART)</div> <div>CROWN PORTION: -</div> <div>TITLE REFERENCE: VOL. 12314 FOL. 341</div> <div>LAST PLAN REFERENCE: LOT 51 ON PS840653R</div> <div>POSTAL ADDRESS: 28 BEDGGOOD GROVE, (at time of subdivision)    PAYNESVILLE VIC 3880</div> <div>MGA CO-ORDINATES:    E:    562 270                      ZONE: 55 (of approx centre of land    N: 5 803 350                      GDA 20 in plan)</div>				<div>PRELIMINARY</div> <div>DISCLAIMER: WARNING: THIS PLAN IS UNREGISTERED AT LAND REGISTRY AND MAY BE SUBJECT TO THE FOLLOWING ALTERATIONS: i) THOSE REQUESTED BY COUNCIL AND/OR STATUTORY AUTHORITIES; ii) THOSE REQUESTED BY LAND REGISTRY PRIOR TO REGISTRATION OF THE PLAN. LAND SURVEYS ACCEPTS NO RESPONSIBILITY WHATSOEVER FOR ANY LOSS OR DAMAGE SUFFERED HOWSOEVER ARISING TO ANY PERSON OR CORPORATION WHO MAY USE OR RELY UPON THIS PLAN FOR ANY OTHER REASON. THIS PLAN MUST NOT BE REPRODUCED EXCEPT: a) FROM THE ELECTRONIC VERSION OR COPY HELD BY LAND SURVEYS, AND b) UNLESS THE REPRODUCTION INCLUDES THIS NOTE.</div>			
VESTING OF ROADS AND/OR RESERVES				NOTATIONS			
IDENTIFIER		COUNCIL/BODY/PERSON					
NIL		NIL					
NOTATIONS							
DEPTH LIMITATION: NIL							
<div>SURVEY: This plan is based on survey.</div> <div>STAGING: This is not a staged subdivision. Planning Permit No.</div> <div>This survey has been connected to permanent marks No(s).</div> <div>In Proclaimed Survey Area No.</div>							
EASEMENT INFORMATION							
LEGEND:    A - Appurtenant Easement    E - Encumbering Easement    R - Encumbering Easement (Road)							
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of			
<div> T (03) 9646 0864    www.landsurveys.net.au E melbourne@landsurveys.net.au Unit 2, 85 Salmon Street, Port Melbourne VIC 3207 Surveyors File Reference: 2301070_PS910138V.dwg</div>		SURVEYORS REF: 2301070                      DATE: 18/09/23		ORIGINAL SHEET SIZE: A3	SHEET 1 OF 2 SHEETS		
		MYLES SEWELL, VERSION 1		Printed 22/11/2023 Page 49 of 50			

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SHEET 2

MYLES SEWELL, VERSION 1

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