

## Form 2

**NOTICE OF AN APPLICATION FOR PLANNING PERMIT**

<b>The land affected by the application is located at:</b>	<b>21 Tower Hill Court KALIMNA 3909 Lot: 18 PS: 548093</b>
<b>The application is for a permit to:</b>	<b>Building and works for an outbuilding and Variation of a restrictive covenant</b>
<b>The applicant for the permit is:</b>	<b>K J Sprakel</b>
<b>The application reference number is:</b>	<b>5.2023.500.1</b>

You may look at the application and any documents that support the application free of charge at: <https://www.eastgippsland.vic.gov.au/building-and-development/advertised-planning-permit-applications>

You may also call 5153 9500 to arrange a time to look at the application and any documents that support the application at the office of the responsible authority, East Gippsland Shire. This can be done during office hours and is free of charge.

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 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.

<b>The Responsible Authority will not decide on the application before:</b>	<b>Subject to applicant giving notice</b>
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If you object, the Responsible Authority will tell you its decision.



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

Page 1 of 1

VOLUME 11023 FOLIO 455

Security no : 124110639164S  
Produced 20/11/2023 04:30 PM

### LAND DESCRIPTION

Lot 18 on Plan of Subdivision 548093J.  
PARENT TITLE Volume 09513 Folio 596  
Created by instrument PS548093J 07/08/2007

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor

### ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT AF317729N 05/09/2007  
Expiry Date 01/01/2031

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 as to part Section 173 Planning and Environment Act 1987  
AF078906V 21/05/2007

### DIAGRAM LOCATION

SEE PS548093J 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: 21 TOWER HILL COURT KALIMNA VIC 3909

DOCUMENT END

Delivered by LANDATA®; timestamp 17/11/2022 09:25 Page 1 of 2

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## TRANSFER OF LAND

### Section 45 Transfer of Land Act 1958

Lodged by:

Name:

Phone:

Address:

Ref:

Customer Code: 115334

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed-

- together with any easements created by this transfer;
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: (volume and folio reference)

Certificate of Title Volume 11023 Folio 455

Estate and Interest: (e.g. "all my estate in fee simple")

All its estate in fee simple

Consideration:

\$160,000.00

Transferor: (full name)

J G & J A Williamson Holdings Pty Ltd ACN 6307 453 652

Transferee: (full name and address including postcode)

Terrence James Brooker and Kaye Louise Brooker both of 39 Harnham Drive BAIRNSDALE 3875 As Joint Proprietors

Directing Party: (full name)

nil

Creation and/or Reservation of easement and/or Covenant

The Transferee with the intent that the benefit of this covenant shall until the 1st of January 2031, be attached to and run at law and in equity with the whole of the land comprised in Plan of Subdivision Number 548093J (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 DOTH HEREBY COVENANT with the Transferor and the other 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:

Approval No. 1945067A

ORDER TO REGISTER  
Please register and issue title to

STAMP DUTY USE ONLY

**T2**

Page 1 of 2

Signed

Cust. Code



Anstat Pty Ltd

THE BACK OF THIS FORM MUST NOT BE USED  
Land Registry, 570 Bourke Street, Melbourne 3000. Phone 03 8636 2010

Original Land Transfer  
Stamped with \$5. 60.00  
Doc ID 2249663, 13 Sep 2007  
SRD Victoria Duty, AXP3



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Creation and/or Reservation of easement and/or Covenant continued..

- ..(a) ~~use~~ the land for any purpose other than residential and not to use the land for any illegal or offensive purpose including the parking of trucks or other commercial vehicles;
- (b) place any second hand structure on the land nor construct any structure using second hand materials;
- (c) erect any structure other than a residence that has an area in excess of 40 square metres and will not construct a residence of less than 140 square metres, such areas to be within the outer walls and to exclude garages, verandahs, terraces, pergolas and the like;
- (d) erect any structure that is comprised of more than 60% of the total materials that are externally visible out of materials other than brick, masonry, stone, western red cedar, treated pine, glass, blue board, cool wall or weathertex and will not roof any structure with other than colour bond type steel, tile or slate.
- (e) on Lots 21 & 22, place, permit or authorise or allow to remain on the said Lots any buildings where the upper most point of the roof exceeds five (5) metres above the highest point of the natural ground surface on which such building is erected;
- (f) plant, place, permit or authorise or allow to remain on the land any plant, tree or shrub which is of a height greater than three (3) metres (save and except for an area to the northern boundaries of Lots 10-19).

Dated: 27/01/2007 Date

*Executed by*  
The Common Seal of J G & J A Williamson Holdings Pty Ltd  
was affixed in the presence of authorised persons;

Director

Director

Full Name

Full Name

10 WELLS RD, BEAMMARIS 3193  
Usual Address Usual Address

Signed by the said Transferees  
in the presence of:

x *[Signature]* witness

) *Terry Bunn*  
Terry

) *Kerry Frank*  
Kerry

Approval No. 1945067A

**T2**

Page 2 of 2



Anstat Pty Ltd

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Land Registry, 570 Bourke Street, Melbourne 3000. Phone 03 8636 2010

**AF317729N**







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Document Assembled	<b>20/11/2023 16:37</b>

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# PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 548093J

ALBATROSS ROAD

AMG ZONE 55

PLANTATION WATER SUPPLY DRAINAGE & SEWERAGE RESERVE

TOWER HILL COURT

TOWER HILL COURT

ROAD

**Crowther & Sadler Pty Ltd**  
 LICENSED SURVEYORS & TOWN PLANNERS  
 182 MACLEOD STREET, BARNSDALE, VIC., 3678  
 TELEPHONE (03) 5182 6011

ORIGINAL	SCALE	10	0	10	20	30	40
SHEET SIZE A3	SCALE 1:1000	LENGTHS ARE IN METRES					

LICENSED SURVEYOR

MICHAEL JOSEPH SADLER

SIGNATURE

DATE

REF 11785

VERSION

3

SHEET 2 OF 2 SHEETS

Printed 3/01/2024

DATE  
COUNCIL DELEGATE SIGNATURE

Page 6 of 44

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**MODIFICATION TABLE**

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

**PLAN NUMBER**


**PS548093J**

**WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.  
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.**

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
11	E-2 DIM'N	RECTIFICATION	AG369284Y		2	IT



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<b>PLAN OF SUBDIVISION</b>		STAGE No. <u>1</u> LTO USE ONLY <b>EDITION 2</b> PLAN NUMBER <b>PS 5480931</b>			
<b>LOCATION OF LAND</b>  PARISH: COLQUHOUN TOWNSHIP: SECTION: CROWN ALLOTMENT: 30 <sup>B</sup> (PART) CROWN PORTION:  TITLE REFERENCES: VOL 9513 FOL 596  LAST PLAN REFERENCE: LOT 1 ON TP 234596T  POSTAL ADDRESS: McCUE ROAD, (At time of subdivision) LAKES ENTRANCE, 3909  MGA 94 CO-ORDINATES: E 584 720 (Of approx. centre of land in plan) N 5807 670 ZONE: 55		<b>COUNCIL CERTIFICATION AND ENDORSEMENT</b>  COUNCIL NAME: EAST GIPPSLAND SHIRE COUNCIL REF: 154/2006/CRT  1. This plan is certified under Section 6 of the Subdivision Act 1988. <del>2. This plan is certified under Section 11(7) of the Subdivision Act 1988.</del> <del>Date of original certification under Section 6</del> <u>7 /</u> <del>3. This is a statement of compliance issued under Section 21 of the Subdivision Act 1988.</del>  <b>OPEN SPACE</b> (i) A requirement for public open space under Section 18 Subdivision Act 1988 has / <del>has not</del> been made. <del>(ii) The requirement has been satisfied.</del> <del>(iii) The requirement is to be satisfied in stage</del> Council Delegate Council seal  Date <u>13 / 6 / 2007</u> <del>Re-certified under Section 11(7) of the Subdivision Act 1988</del> Council Delegate Council seal  Date <u>/ /</u>			
<b>VESTING OF ROADS AND/OR RESERVES</b>					
IDENTIFIER	COUNCIL/BODY/PERSON				
RI ROAD	EAST GIPPSLAND SHIRE COUNCIL				
<b>NOTATIONS</b>					
STAGING This is / is not a staged subdivision Planning Permit No 64/2006/P					
DEPTH LIMITATION DOES NOT APPLY					
SURVEY: THIS PLAN IS / IS NOT BASED ON SURVEY  THIS SURVEY IS CONNECTED TO PERMANENT MARK No(s) _____					
<b>EASEMENT INFORMATION</b>		LTO USE ONLY STATEMENT OF COMPLIANCE / EXEMPTION STATEMENT  RECEIVED <input checked="" type="checkbox"/>  DATE <u>3 / 8 / 2007</u>			
LEGEND A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)		LTO USE ONLY PLAN REGISTERED TIME <u>2:55 PM</u> DATE <u>7 / 8 / 2007</u>  Assistant Registrar of Titles  SHEET 1 OF 2 SHEETS			
Easement Reference	Purpose		Width (Metres)	Origin	Land Benefited/in Favour Of
E-1	WATER SUPPLY		2	LP 162246	LAND IN LP 162246
E-2	DRAINAGE & SEWERAGE		3	THIS PLAN	EAST GIPPSLAND SHIRE COUNCIL & EAST GIPPSLAND REGION WATER AUTHORITY
E-3	DRAINAGE		2	THIS PLAN	EAST GIPPSLAND SHIRE COUNCIL
E-4	SEWERAGE	2	THIS PLAN	EAST GIPPSLAND REGION WATER AUTHORITY	
<b>Crowther &amp; Sadler Pty Ltd.</b> LICENSED SURVEYORS & TOWN PLANNERS 182 MACLEOD STREET, BAIRNSDALE, VIC., 3878 TELEPHONE (03) 5182 8011		LICENSED SURVEYOR <u>MICHAEL JOSEPH SADLER</u>  SIGNATURE _____ DATE <u>8 / 12 / 2006</u> REF <u>11785</u> VERSION <u>3</u>		DATE <u>30/01/2024</u> COUNCIL DELEGATE SIGNATURE _____ ORIGINAL SHEET SIZE <u>A3</u>	



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**AF078906V**

21/05/2007 \$94.60 173



EAST GIPPSLAND SHIRE COUNCIL

- and -

J.G. & J.A. WILLIAMSON HOLDINGS  
PTY. LTD.

---

AGREEMENT UNDER SECTION 173  
OF THE PLANNING AND ENVIRONMENT  
ACT 1987

---

WARREN GRAHAM & MURPHY,  
Solicitors,  
119 Main Street,  
BAIRNSDALE VIC 3875

REF: ACT:j1

TEL: (03) 51522 661

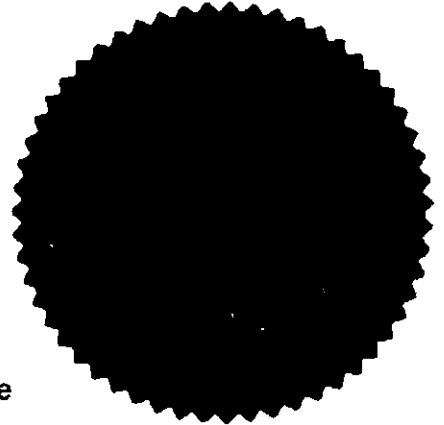
D.X.: 82201, Bairnsdale



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**EXECUTED** by the parties on the date set out at the commencement of this Agreement.

The Common Seal of the East Gippsland )  
Shire Council was hereunto affixed on )  
the 24 day of April 2007, in the )  
presence of: )



.....  
[Signature]

Chief Executive

.....  
[Signature]

Witness

**AF078906V**



Executed by J.G. & J.A. WILLIAMSON )  
HOLDINGS PTY. LTD. by being signed by those )  
persons who are authorised to sign for the company)

Director:.....  
[Signature]

Full name: JOHN WILLIAMSON

Usual Address: 10 WELLS RD  
BEAUMARIS 3193

Director:.....  
[Signature]

Full name: JANET A WILLIAMSON

Usual Address: 10 WELLS RD  
BEAUMARIS 3193

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### Mortgagee's Consent

**ST. GEORGE BANK LTD** as Mortgagee of Registered Mortgage No. AD815955T consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

**AF078906V**

21/05/2007 \$94.60 173



For and on behalf of the Mortgagee

EXECUTED in Victoria by ST.GEORGE BANK  
LIMITED (ACN 055 513 070) by being signed  
sealed and delivered by its Attorneys  
**LENG LIM**  
MANAGER SECURITIES  
**GRAHAM ROBINSON**  
SENIOR RELATIONSHIP MANAGER

pursuant to Power of Attorney dated  
2nd October 1997, a certified copy of which  
is filed in Permanent Order Book No. 277  
at Page 13 Item 3.



**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.

**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.

**land** means part of the land situated off McCue Road, Kallimna being part of the land referred to in Certificates of Title Volume 9513 Folios 596 and 598 and more particularly being lots 1 to 14 (inclusive) on the Endorsed Plan and any reference to the land in this Agreement includes any lot created by the subdivision of the land or any part of it.

**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 land or any part of it.

**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 or an estate in fee simple of the land or any part of it and includes a Mortgagee-in-possession.

**party or parties** means the Owner and Council under this Agreement as appropriate.

**Planning Scheme** means the East Gippsland Planning Scheme and any other planning scheme that applies to the land.

**Reserve** means the area identified and delineated on the Endorsed Plan as a 'Highway Reserve'.

7. 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 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 are and will be deemed to form part of this Agreement.

8. 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 make application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the 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.

**AF078906V**

21/05/2007 \$94.60 173



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

10. 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 land which may be affected by this Agreement.
11. 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 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.
12. 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.
13. 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.
14. 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 land or relating to any use or development of the land.
15. Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

**AF078906V**



## **PLANNING AND ENVIRONMENT ACT 1987 SECTION 173 AGREEMENT**

THIS AGREEMENT is made the <sup>3<sup>rd</sup></sup> day of *May* 2007

**BETWEEN**

**EAST GIPPSLAND SHIRE COUNCIL**  
273 Main Street, Bairnsdale

**AF078906V**

("Council")

21/05/2007 194.60 173



- and -

**J.G. & J.A. WILLIAMSON HOLDINGS PTY. LTD.**  
(ACN - 007 453 652)

Suite 1, 25-41 Redwood Drive, Dingley Village.

("the Owner")

**WHEREAS**

- A. The Owner is the registered proprietor of all that piece of land being the whole of the land described in Certificates of Title Volume 9513 Folio 596 and Volume 9513 Folio 598.
- B. On 25th September, 2006 Council issued Planning Permit No. 64/2006/P (**Planning Permit**) allowing the land to be subdivided into 23 lots in accordance with the Endorsed Plan. Condition 42 of the Planning Permit requires the Owner to enter into this Agreement to provide for the matters set out in that condition. A copy of the Planning Permit is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.
- C. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- D. As at the date of this Agreement, the land is encumbered by Mortgage No. AD815955T in favour of the Mortgagee. The Mortgagee has consented to the Owner entering into this Agreement with respect to the land.



AF078906V



**E. The parties enter into this Agreement:**

- (i) to give effect to the requirements of the Planning Permit; and
- (ii) to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the land.

**NOW THIS AGREEMENT WITNESSETH:**

1. The parties confirm the recitals to this Agreement.
2. This Agreement is made pursuant to the Act.
3. The Owner covenants, pursuant to Condition 42 of the Planning Permit that:-
  - (a) That there will be no direct egress or ingress to or from Lot 1 to 11 (inclusive) from the Reserve;
  - (b) Dwellings on Lots 1 - 14 must be designed and constructed to acoustic standards as set out in AS 3671 - 1989 "Acoustics - Road Traffic Noise Intrusions - Building Siting and Construction" where the noise level is in excess of the 60dB(A) Noise level quoted are free field L, (18hr) all to the satisfaction of Council.
4. The Owner must not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the land or any part of it without first disclosing to its successors the existence and nature of this agreement.
5. The parties acknowledge and agree that the covenants and agreements entered into by the Owner in this agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the land and which shall bind the Owner, his successors, assignees and transferees, the registered proprietors for the time being of the land and every part thereof.
6. In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

ADVERTISED

14-03-'07 11:27 FROM-Crowther & Sadler

83-51525785

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# PLAN OF SUBDIVISION

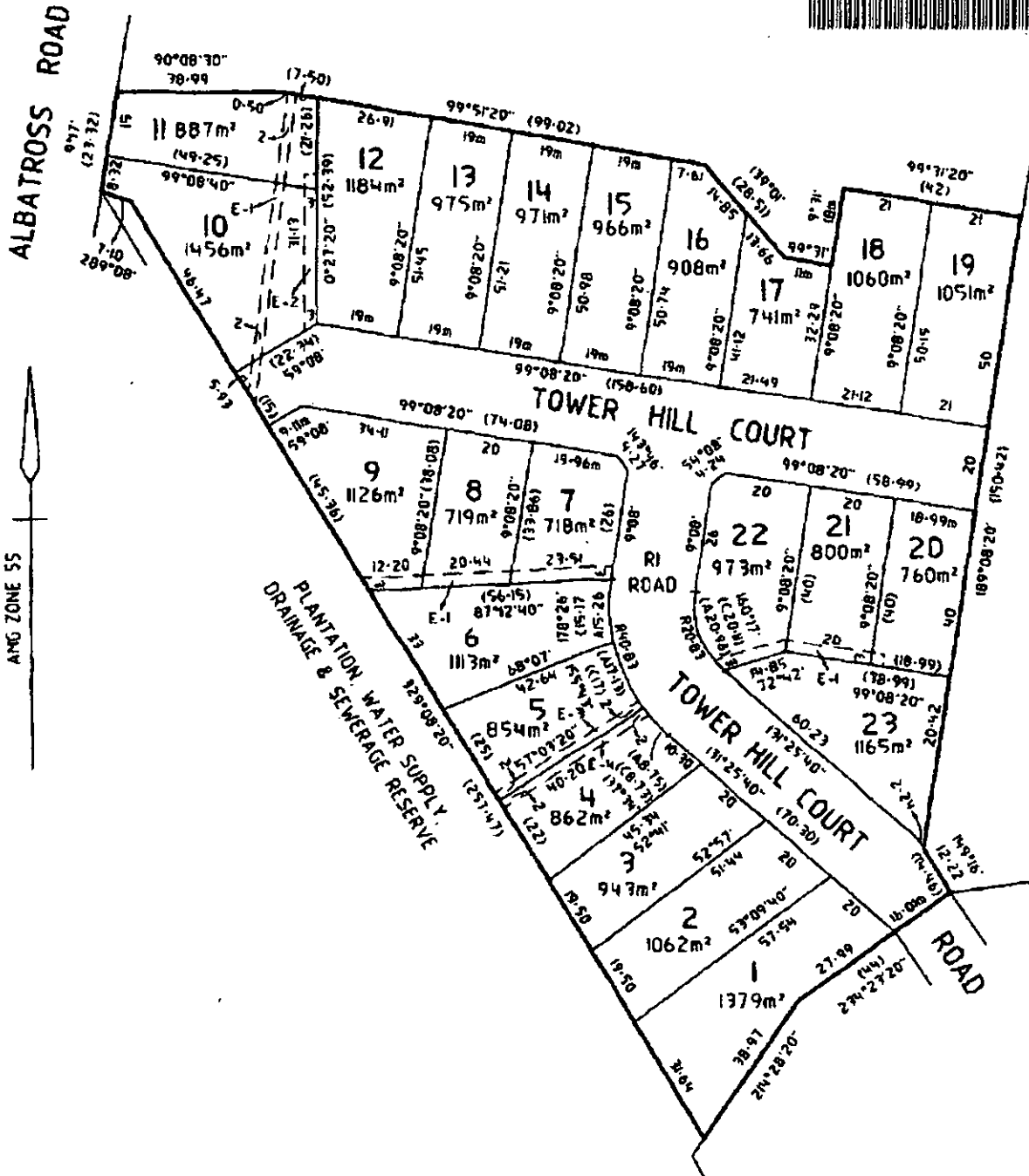
STAGE No.

AF078906V

21/05/2007 \$94.60 173

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21/05/2007 \$94.60 173



**Crowther & Sadler Pty Ltd**  
 LICENSED SURVEYORS & TOWN PLANNERS  
 182 MACLEOD STREET, BACINGRAH, VIC., 3607  
 TELEPHONE (03) 5162 8011

ORIGINAL	SCALE
SHEET SIZE A3	1:1000
	10 0 10 20 30 40
	LENGTHS ARE IN METRES

LICENSED SURVEYOR

SIGNATURE

REF 11785

MICHAEL JOSEPH SADLER

DATE 8/12/2006

VERSION 3

SHEET 2 OF 2 SHEETS

DATE

COUNCIL DELEGATE SIGNATURE

14-03-'07 11:27 FROM-Crowther &amp; Sadler

03-53525/06

STAGE No.

LTO USE ONLY

## PLAN OF SUBDIVISION

STAGE No.

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## LOCATION OF LAND

PARISH: COLOUNOUM  
 TOWNSHIP:  
 SECTION:  
 CROWN ALLOTMENT: 30<sup>B</sup> (PART)  
 CROWN PORTION:

TITLE REFERENCES: VOL 9513 FOL 596

LAST PLAN REFERENCE: LOT 1 ON TP 234567

POSTAL ADDRESS: MCQUE ROAD,  
 LAKES ENTRANCE, 3909

MGA 84 CO-ORDINATES: E 584 720  
 (Of approx. centre of  
 land in plan) N 5807 670 ZONE: 55

## VESTING OF ROADS AND/OR RESERVES

IDENTIFIER

COUNCIL/BODY/PERSON

RI ROAD

EAST GIPPSLAND SHIRE COUNCIL

## COUNCIL CERTIFICATION AND E

COUNCIL NAME: EAST GIPPSLAND SHIRE COUNCIL

1. This plan is certified under Section 6 of the Subdivision Act 1988.
2. This plan is certified under Section 11(7) of the Subdivision Act 1988.  
Date of original certification under Section 6 / /
3. This is a statement of compliance issued under Section 21 of the Subdivision Act 1988.

## OPEN SPACE

- (i) A requirement for public open space under Section 18 Subdivision Act 1988 has / has not been made.
- (ii) The requirement has been satisfied.
- (iii) The requirement is to be satisfied in stage  
Council Delegate  
Council seal

Date / /

Re-certified under Section 11(7) of the Subdivision Act 1988

Council Delegate  
 Council seal

Date / /

## NOTATIONS

STAGING This is / is not a staged subdivision  
 Planning Permit No 64/2006/P

DEPTH LIMITATION DOES NOT APPLY

AF078906V

21/05/2007 \$94.60

173

SURVEY. THIS PLAN IS / IS NOT BASED ON SURVEY

THIS SURVEY IS CONNECTED TO PERMANENT MARK (MOL)

## EASEMENT INFORMATION

## LTO USE ONLY

STATEMENT OF COMPLIANCE / EXEMPTION STATEMENT

RECEIVED



DATE / /

## LTO USE ONLY

PLAN REGISTERED

TIME

DATE / /

Assistant Registrar of Titles

SHEET 1 OF 2 SHEETS

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	WATER SUPPLY	2	LP 142246	LAND IN LP 142246
E-2	DRAINAGE & SEWERAGE	2	THIS PLAN	EAST GIPPSLAND SHIRE COUNCIL & EAST GIPPSLAND REGION WATER AUTHORITY
E-3	DRAINAGE	2	THIS PLAN	EAST GIPPSLAND SHIRE COUNCIL
E-4	SEWERAGE	2	THIS PLAN	EAST GIPPSLAND REGION WATER AUTHORITY

**Crowther & Sadler Pty Ltd**  
 LICENSED SURVEYORS & TOWN PLANNERS  
 162 MACLEOD STREET, BARNESDALE, VIC., 3676  
 TELEPHONE (03) 5182 6011

LICENSED SURVEYOR

MICHAEL JOSEPH SADLER

SIGNATURE

DATE 8, 12, 2006

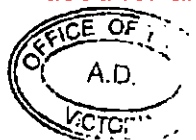
REF 11785

VERSION 3

DATE / /

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3



**AF078906V**

21/05/2007 \$94.60 173



**Section 181**

**APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING  
OF A RECORDING OF AN AGREEMENT**

**Planning & Environment Act 1987**

**Privacy Collection Statement**

The information from this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry.

**Lodged by:**

Name: Warren Graham & Murphy  
Phone: (03) 5152-2661  
Address: 119 Main Street, Bairnsdale  
Ref: ACT:mm:5594/06  
Customer Code: 1716W

The 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 for the land.

Land: Part of Certificates of Title Volume 9513 Folios 596 and 598 and more particularly beings lots 1 to 14 (inclusive) on the proposed plan, a copy of which is attached.

Authority: East Gippsland Shire Council, Corporate Centre, 273 Main Street, Bairnsdale, 3875.

Section and Act under which agreement made: Section 173 of the Planning & Environment Act 1987

A copy of the Agreement is attached to this Application.

**AMENDED**

- 6 JUN 2007

Signature for the Authority:

With the consent of  
Australian Legal Practitioner for *officer*

Name of Officer:

**AARON HOLLOW, MANAGER DEVELOPMENT**  
(full name)

Date:

**3/05/2007**

## Executive Summary

Subject Site	21 Tower Hill Court Kalimna 3909
Legal Description	Lot 18 on Plan of Subdivision 548093J
Title Description	Vol 11023 Fol 455
Proposal	Buildings and Works for the development of a building (shed) bringing the total building area on the site greater than 300 square metres AND Variation of Restrictive Covenant AF317729N to amend Clause c and d to provide for the construction of a structure (shed) greater than 40 square metres and utilizing color bond steel as primary construction material.
Permit Triggers	<ul style="list-style-type: none"> <li>Schedule 13 to Clause 43.02 – A planning permit is required for Buildings and Works where the total building area on the site is greater than 300 square metres</li> <li>Clause 52.02 – A planning permit is required before a person proceeds Under Section 23 of the <i>Subdivision Act 1988</i> to vary or remove or vary a restriction.</li> </ul>
Title Restrictions	Covenant AF317729N Section 173 Agreement AF078906V
Zoning	General Residential Zone (GRZ)
Overlay(s)	<ul style="list-style-type: none"> <li>Design and Development Overlay – Schedule 13 (DDO13)</li> <li>Erosion Management Overlay – Schedule (EMO)</li> </ul>
CHMP Required	No

## Attachments

Copy of Title and Restriction

Site Plan and Spot Levels

Shed Design

Colorbond Steel - Colour Brochure





## Planning Report

21 Tower Hill Court Kalimna 3909

November 2023



## 1. Introduction

This report has been prepared in support of a planning permit application for Buildings and Works for the development of a shed and the variation of an existing restrictive covenant at 21 Tower Hill Court Kalimna (the subject site).

## 2. Subject Site

The subject site is located on the northern side of Tower Hill Court. Tower Hill Court extends roughly northward from McCue Road and terminates into a "T" configuration. The subject site lies on the northern side of the eastern leg of the 'T' head of the Court.

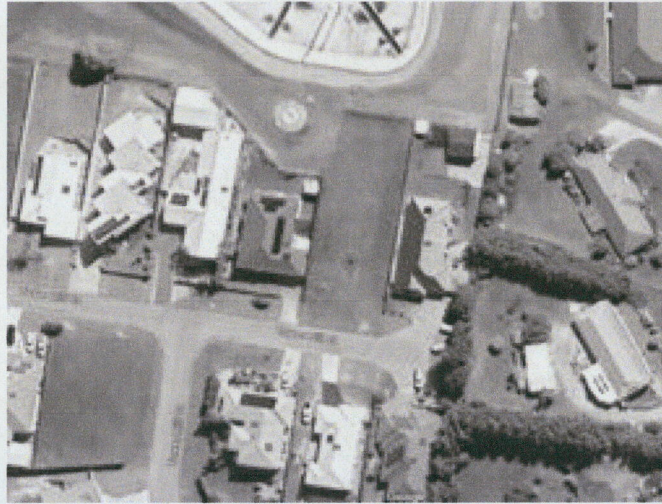
The subject site is generally rectangular in shape with a frontage of 21.21 m at the frontage to Tower Hill Court and decreasing slightly to 21 m across the rear. The site is 50.12 m deep with a total site area of 1060m<sup>2</sup>.

A dwelling is currently under construction on the site. The site rises steeply from the road to approximately 7m from the frontage from which point it becomes largely flat with a slight fall to the rear.



Source Google Maps





Source Google Maps

### **3. Site surrounds and context**

The subject site lies within a residential area with the land to the west and east zoned General Residential 1 along with the land to the south. Land immediately to the north and abutting the subject site is zoned PUZ 1 and is owned by East Gippsland Water as a water storage supply facility.

An existing dwelling and Colourbond outbuildings are located on the adjacent sites at 20 and 22 Tower Hill Court. Existing dwellings also exist across from the subject site at 23,24 and 25 Tower Hill Court.

The western boundary is slightly irregular with the front portion forming the boundary with 20 Tower Hill Court extending for 32.29m with a further 18m abutting part of the East Gippsland Water site. A water tower was located that part of the East Gippsland Water site which has been decommissioned and removed the remains of which can be seen from aerial photography.

A recent title survey has confirmed that the current Chainwire boundary fence between the western boundary of the subject site and the East Gippsland Water site is incorrectly located, and East Gippsland Water have agreed to relocate the fence to its correct position extending from the existing rear paling fence to approximately 1.2m west from its current location on the rear boundary.

### **4. Easements and Restrictions**

The site does not contain or any easements.



## 5. The proposal

It is proposed to construct a shed/garage to the rear of the site. Approval is sought for the development of a total building area on the site greater than 300m<sup>2</sup> as stipulated by Clause 43.02 – 13 of the East Gippsland Planning Scheme.

Approval is also sought to vary the existing restrictive covenant AF317729N to provide for the erection of a structure other than a residence greater than 40m<sup>2</sup> and allow its construction from colourbond steel.

The shed/garage is to be located to the rear northwest corner of the site. It is to be setback 1.5m from and run parallel to the rear boundary. The shed/garage will be set 3m from the western boundary. The dimensions of the structure are 14m x 9.5m with a wall height of 3.7m. The total height at the apex or ridgeline of the roof will be 4.62m from the finished floor level.

The purpose of the shed and its size is to enable its use by the owner or residence of the dwelling for the storage and of the owners boat and caravan, trailer along with a small workshop/storage space. Importantly, the shed is only intended to be used in conjunction with the use of the site as a residential dwelling and is not intended to be used for commercial purposes or involve the parking of commercial vehicles such as trucks and the like.

## 6. Permit Triggers

Clause 43.02-13	<ul style="list-style-type: none"> <li>Design and Development Overlay Schedule 13</li> <li>A permit is required for Buildings and Works where the total building area on the site is greater than 300 square metres</li> </ul>
Clause 52.02	<ul style="list-style-type: none"> <li>A planning permit is required before a person proceeds Under Section 23 of the <i>Subdivision Act 1988</i> to vary or remove a restriction.</li> </ul>

## 7. Planning Assessment

### 7.1 Buildings and Works where total building area exceeds 300 square metres.

Schedule 13 to Clause 43.02 of the East Gippsland Planning Scheme stipulates at Section 2 the following:

- *To encourage the planting of indigenous tree species.*

There is no native vegetation on the site and no vegetation was removed as part of construction of the dwelling currently being undertaken on site. If approved, the total site coverage would be 38% which leaves ample opportunities for landscaping incorporating indigenous tree species throughout the site.

## 7.2 Variation of Restriction

The site is burdened by Restrictive Covenant AF317729N until 1<sup>st</sup> January 2031. The covenant outlines that the transferee will not:

- Use the land for any purpose other than residential and not to use the land for any illegal or offensive purpose including the parking of trucks or other commercial vehicles.
- Place any second hand structure on the land nor construct any structure using second hand materials;
- Erect any structure other than a residence that has an area in excess of 40 square metres and will not construct a residence of less than 140 square metres. Such areas to be within the outer walls and to exclude garages verandahs terraces, pergolas and the like;**
- Erect any structure that is comprised for more than 60% of the total materials that are externally visible out of materials other than brick, masonry, stone, western red cedar, treated pine, glass, blueboard, cool wall, or weathertex and will not roof any structure with other than color bond type steel, tile or slate.**
- On lots 21 & 22, place permit or authorize or allow to remain on the said Lots any buildings where the upper most point of the roof exceeds five (5) meters above the highest point of the natural ground surface on which such building is erected.
- Plant, place, permit or authorize or allow to remain on the land any plant, tree or shrub which is of a height greater than three (3) metres (save and except for an area to the northern boundaries of Lots 10-19).

### Proposed Variation

It is proposed to vary the sections c) and d) to the restriction as follows. The proposed changes are shown in **bold** and **red**:

- Erect any structure other than a residence that has an area in excess of 133 square metres and will not construct a residence of less than 140 square metres. Such areas to be within the outer walls and to exclude garages verandahs terraces, pergolas and the like;**
- Erect any residence that is comprised of more than 60% of the total materials that are externally visible out of materials other than brick, masonry, stone, western red cedar, treated pine, glass, blueboard, cool wall, or weathertex and will not roof any structure with other than color bond type steel, tile or slate.**

use of Colourbond steel as the primary externally visible material would result in an outcome consistent with similar structures through the area and would not result in a change in the character of the neighbourhood.

#### **Any other material detriment**

It is considered unlikely that that any other material detriment would be suffered by the beneficiaries of the restriction by the proposal variation.

### **8.0 Conclusion**

It is submitted that the proposed development is responsive to the design objectives of the planning scheme and is designed and located in a manner that will not detract from the landscape character of the area, its coastal setting and views from distant viewpoints.

The development is site responsive in that it is consistent with the character of the neighborhood where the use of Colorbond structures to accommodate boats and caravans is common and reflective of a coastal community and tourist area.

The variation to the restrictive covenant will not result in material detriment, loss of amenity, financial loss or detract from the character of the area.

As such it is considered that the proposal represents an acceptable outcome in the context of the provisions of the planning scheme and worthy of support.

of the shed in the manner proposed will limit the development potential and use of the properties that benefit from the covenant.

As such it considered that owners of land benefitting from the restriction are unlikely to suffer financial loss from its variation.

### **Loss of Amenity**

The location, size and materials used in the construction of the shed will not result in a loss of amenity to the beneficiaries of the restriction.

Located to the rear of the site the nearest neighbours are the East Gippsland Water installation to the west and north of the site who are not beneficiaries of the restriction.

The shed is to be located to the rear of the property and will be largely screened from the street by the dwelling currently under construction on the site.

The closest beneficiaries are located at Nos 20 and 22 Tower Hill Court who themselves have constructed color bond sheds of various sizes to the rear of their properties. The size and type of structure enabled by the proposed variation of the restriction would be consistent with sheds and garages commonly encountered in this type of residential setting and is unlikely to cause the beneficiaries to suffer a loss of amenity due to its location or visibility from other properties.

The variation sought only relates to the size and the external construction materials and would not enable a commercial use or other activity inconsistent with the amenity of a residential area.

### **Loss arising from change to the character of the neighbourhood.**

The location of the shed will not result in a change in the character of the neighbourhood as it is to be located to the rear of the property and will be largely screened from the street by the dwelling currently under construction on the site. As such the neighbourhood character of the street as defined by the built form will not change because of the variation of the restriction.

It is not proposed the change those aspects of the restriction that seek to confine the use of the land to residential purposes and prevent the parking of trucks and commercial vehicles maintaining the existing residential character of the area.

The use of Colourbond steel in the construction of shed and garages is present throughout the area including the beneficiaries of the restriction. The proposed variation to permit the



It is proposed to vary the covenant to allow for the construction of a shed/garage to the rear of the site. The shed proposed to be constructed is to be 133 square meters exceeding the 40 square metre limit imposed by the restriction.

The purpose of the shed and its size is to enable its use by the owner or residence of the dwelling for the storage and of the owners boat and caravan, trailer along with a small workshop/storage space. Importantly, the shed only intended to be used in conjunction with the use of the site as a residential dwelling and is not intended to be used for commercial purposes or involve the parking of commercial vehicles such as trucks which is restricted by Clause (a) of the restriction. It is not proposed to amend this part of the restriction.

As it stands, however, the covenant restricts the size of a shed or similar to an area of 40 square metres resultant in a practical shed size of 10x4 m which is barely enough to accommodate a single large boat or caravan and certainly not both.

The variation to seek a shed of up to 133 equates to a shed of approximately 14x 9.5m

For reference, a typical large trailable boat of 6.4m when on a trailer for towing exceeds 8m. Similarly, a large but common sized 21ft caravan also has a towing length of over 8m. A shed depth of 9.5m allows for the ease of parking and adequate room to walk around and access vehicles for maintenance, cleaning or preparation for use.

### **Materiality**

It is proposed that the shed/garage will be constructed one of the many specialized shed building companies and as typical with these types of sheds utilizing color bond steel as the primary cladding material. The restriction currently specifies that the roof of the any structure to be color bond type steel, tile, or slate. However, the use of colorbond as the wall material would exceed the 60% limit on the use of materials other than brick, masonry, stone, western red cedar, treated pine, glass, blueboard, cool wall or weathertex.

It is proposed to amend Clause d) of the restriction to confirm and limit that the Clause applies to a residence on the site.

It is submitted that the current wording of this clause is focussed on ensuring a specific standard of construction and aesthetic appearance of dwellings on the land and lots benefitting from the restriction. The palette of materials listed as being acceptable are associated with the materials used in the construction of a dwelling and not typically associated with free standing sheds or garages. Moreover, the specific reference to limiting the roof material to color bond type steel, tile or slate also suggests this clause of the restriction is concerned with a dwelling or residence and not separate structures such as sheds or garages.

The use of Colourbond type steel as the primary material in shed/garage construction is the standard approach across all of Australia in both urban and rural environments. There are

existing tree canopy formed from boundary screen plantings on lots from the neighbouring subdivision to the east along John Francis Court. The proposed building however will not protrude above that tree line or be visible from properties in John Francis Court or distant viewpoints from the east.

The sites' location and relative height in the landscape results in it being largely invisible from distant viewpoints particularly from the lakes and coastal areas or from offshore.

- ***To protect the vegetated character of the landscape, particularly where it is the dominant visual and environmental feature.***

There is no existing vegetated landscape character in or around the site that would be impacted by the proposal. There is no tree canopy proximate to the site and no vegetation on the site or vegetation removal required to facilitate the development. The site coverage of the development including the dwelling would be 38% which provides opportunities for the introduction of landscaping to soften the visual impact of the development.

- ***To maintain the generally small mass of buildings in the landscape.***

The resultant site coverage of the development would be 38% which would maintain the level of openness in the landscape. The shed/garage is to be set back from the boundary lines maintaining the spaces between structure and dwellings which is a feature of the character of the area. There will be limited visibility of the shed/garage from the street which is located to the rear of the site. As such the development will add to the mass of development visible from street for distant viewpoints. I

### **Kalimna (area 3)**

- ***To ensure that the design of buildings on prominent ridgelines minimises the impact of the development when viewed from distant viewpoints.***

The site is not located on a prominent ridgeline that is visible from distant viewpoints. The most visible part of the immediate area visible from distant viewpoints is the existing water tower located approximately 50 west of the subject site.

The overall height of the shed at 4.62m will not protrude above the ridgelines of the existing dwellings on and surrounding the site which themselves are not visible for distant viewpoints. The relatively low profile of the development will not obstruct or change the views of the water tower currently experienced from viewpoints across the area.

In summary the design and location of the proposed shed/garage will not impact on existing views of the area when viewed from distant viewpoints.

- ***To ensure that the height and visual bulk of new development is compatible with the coastal neighbourhood setting.***

It is submitted that the height and visual bulk of the proposal is consistent with the prevailing character of the neighbourhood and coastal setting.

The total height of the proposed shed/garage is 4.62m and will be located on a slab with a finished floor level 200mm lower than the dwelling. This will result in the peak or ridge line of the shed to be 800mm lower than the ridge line of the dwelling at 5.2m and will not be visible from behind the dwelling on site or adjoining dwellings. The predominant neighbourhood setting is characterised by large dwellings with ancillary sheds and carports with variable levels of site coverage.

- ***To ensure that new development is designed to minimise visual impacts on the natural landscape.***

The design, height and location of the shed/garage has been chosen to limit its visual impact on the landscape. Being located to the rear of the site allows it to be screened by the dwellings and takes advantage of the limited slope of the site to reduce its visual height in the landscape. The color of the shed will be Colourbond non-reflective muted tones of 'Shale Grey' for the roof and 'Bluegum' for the walls. These colours will blend into the landscape and be visually unobtrusive. The site and surrounding area is largely devoid of vegetation and is dominated by the water tower infrastructure to the rear and west of the site.

The level of site coverage provides the opportunity for landscaping opportunities to further soften its impact on the landscape.

- ***To ensure that new development is visually and physically integrated with the site and surrounding landscape.***

The shed/garage is being constructed to be used with the dwelling currently under construction on the site. As such it will not result in a stand alone structure but what is an established suburban neighbourhood setting and landscape.

- ***To ensure that new development is sited and designed to be visually unobtrusive through and above the surrounding tree canopy when viewed from the public realm, lakes, coastal areas or other distant viewpoints.***

As discussed previously the site and surrounds are largely devoid of vegetation and there is no surrounding tree canopy that the development is required to integrate with. There is an

numerous examples of this type of shed construction on properties immediately adjoining the subject site and throughout the estate that benefit from the restriction.

### **Relevant Particular Provisions**

Clause 52.02 Easements, Restrictions and Reserves

#### Purpose

- *To enable the removal and variation of an easement or restrictions to enable a use or development that complies with the planning scheme after the interests of affected peoples are considered.*

A planning permit is required pursuant to Clause 52.02

### **Planning and Environment Act 1987**

The restrictive covenant was created after 25 June 1991. Section 60(2) of the *Planning and Environment Act 1987* applies, Section 60(2) states:

*The Responsible Authority must not grant a permit which allows the removal or variation of a restriction (within the meaning of the **Subdivision Act 1988**) unless it is satisfied that the owner of any land benefitted by the restriction (other than an owner who, before or after the making of the application for the permit but not more than three months before its making, has consented in writing to the grant of the permit) will be unlikely to suffer –*

- (a) Financial loss; or*
- (b) Loss of amenity; or*
- (c) Loss arising from change to the character of the neighbourhood; or*
- (d) Any other material detriment-*

*As a consequence of the removal or variation of the restriction.*

### **Assessment**

The following is an assessment of the proposed variation against the provisions of 60(2) of the *Planning and Environment Act 1987*.

### **Financial Loss**

It is considered that construction of the shed proposed would create a circumstance what would result in any of the beneficiaries of the covenant to suffer a financial loss.

The shed is to be constructed using new materials in a colour consistent with the surrounding areas and will be barely visible from the street. It is considered that the addition of a shed of this size and proportion is consistent with the scale of dwelling being constructed on the site and on surrounding properties which will make a positive contribution to the area upholding if not increasing property values in the area.

The location of the shed will not obstruct views from neighbouring properties and importantly will not obstruct views toward the ocean and lakes environment. Moreover, the construction

## 2.0 TENNANT College

### Buildings and works

A permit is not required to construct a building or carry out works other than for:

- A building with a height of more than 7.5 metres from natural ground level measured within the building footprint.
- A development where the total building area proposed on a site is greater than 300 square metres, except within an approved building envelope.
- A development where the slope of land where the building or works are to be constructed is greater than 15 percent.

For the purpose of this provision, 'total building area' is inclusive of existing buildings to be retained.

A dwelling is currently under construction on the site whose total floor area is 270m<sup>2</sup>. It is proposed to construct a Shed/Garage with a floor area of 133m<sup>2</sup> bringing the total building area on the site to 403m<sup>2</sup>. There is no defined building envelope on the site and consequently a planning permit is required.

### Building area analysis

	Area (m <sup>2</sup> )	Site Coverage
Dwelling	270	25 %
Shed /Garage	133	13%
Total	403	38%

The following is an assessment of the proposal against the design objectives of the Schedule:

#### All Areas

- *To protect and manage the township character of coastal settlements.*

The subject site is located in an existing suburban area of Kalimna and Lakes Entrance. It is set well back from major access points, lakes, and coastal areas. The character of the immediate area is of large dwellings on relatively large allotments with generous front setbacks and spacing between dwellings. Consistent with a coastal town and tourist location areas used for the parking of watercraft such as boats and jet skis along with caravans is common and consistent feature of the streetscape.

The proposed shed/garage is to be located to the rear of the property and will be visually screened by the dwelling under construction on the site and by neighbouring properties.

The proposal will not have a detrimental impact on the township character of Kalimna or Lakes Entrance and is consistent with the local character of the surrounding neighbourhood.

The site is encumbered by an agreement under Section 173 of the *Planning Environment Act* 1987. The agreement is associated with the subdivision of the land to create the subject site in 2007 and made between Council and the owner who subdivided the land.

The agreement requires the owner to ensure that Lots 1 – 11 have no access to the reserve and require dwellings on Lots 1-14 to be designed to specified acoustic standards.

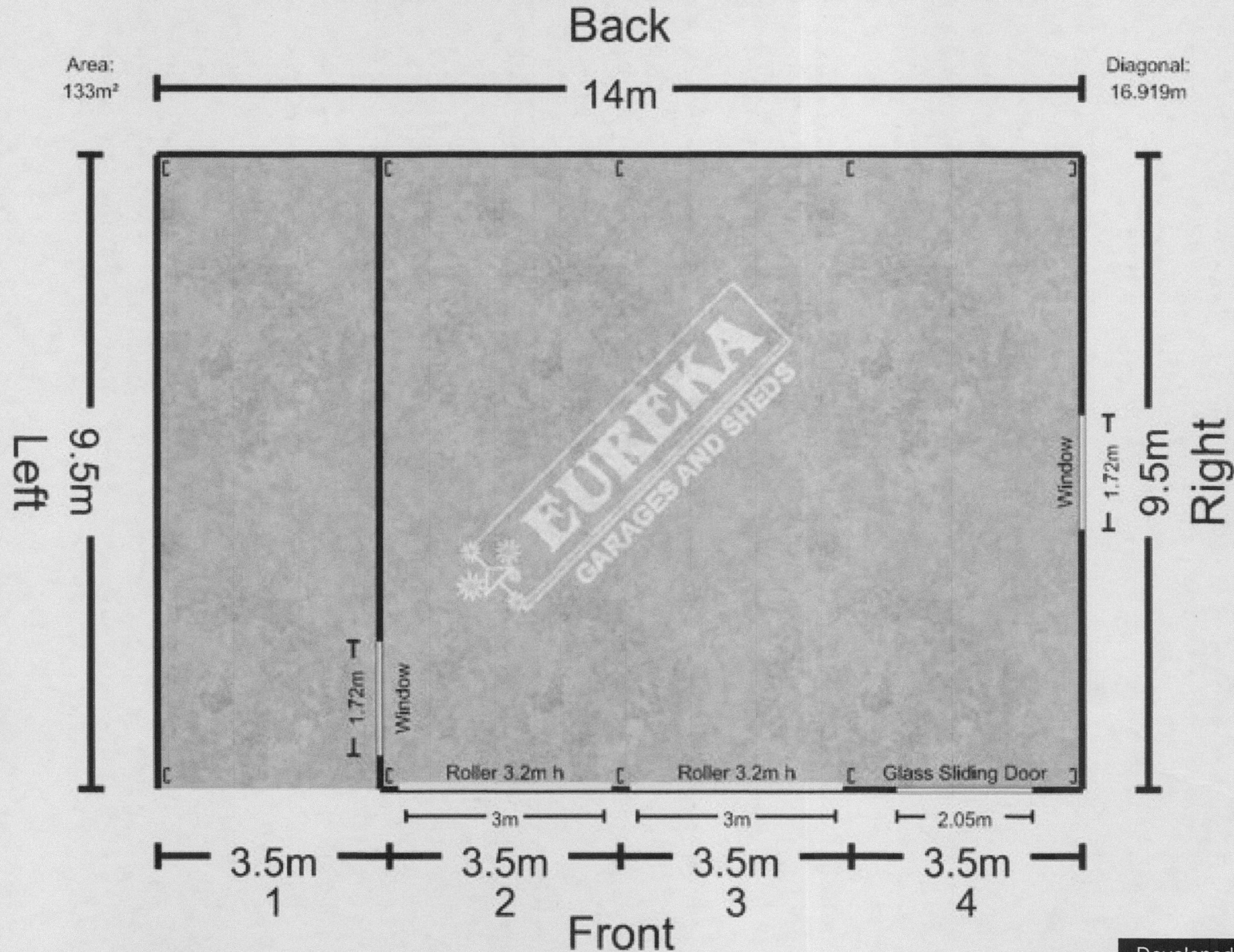
The Clauses of the agreement do not apply to Lot 18 and do not apply to this application.

The site is also burdened by restrictive covenant AF317729N. This restriction limits a range of matters including the floorspace of structures and materials used in construction. This application seeks approval to amend Clauses c and d of the restriction to provide for the construction of a shed for the storage of a boat and caravan associated with the occupant of the dwelling. This is outlined in Section 7.2 of this report.



Floor Plan

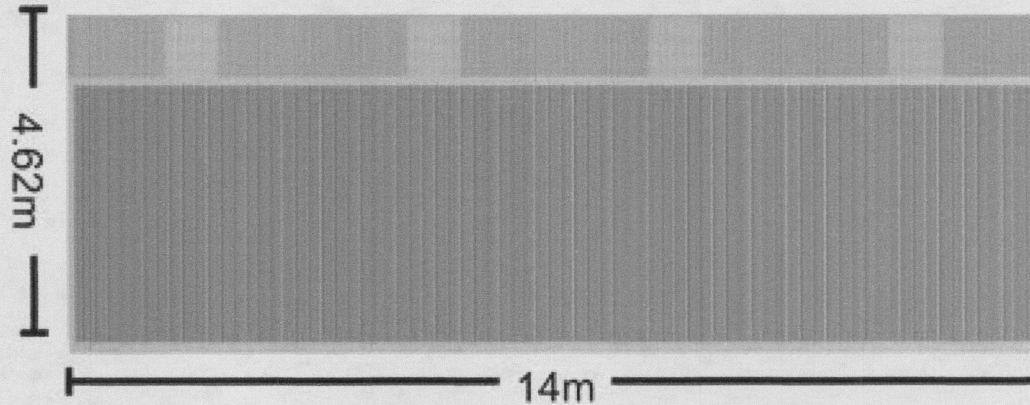
View & Edit in 3D: <https://eurekagarages.com.au/request-a-quote/#N8UyAhqOcyo/0>



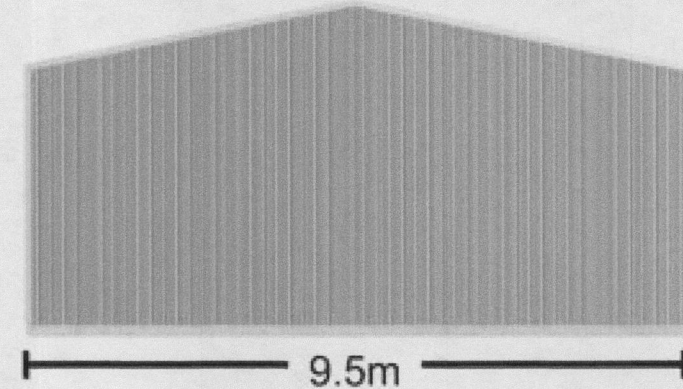


## Elevations

View & Edit in 3D: <https://eurekagarages.com.au/request-a-quote/#N8UyAhqOcyo/0>



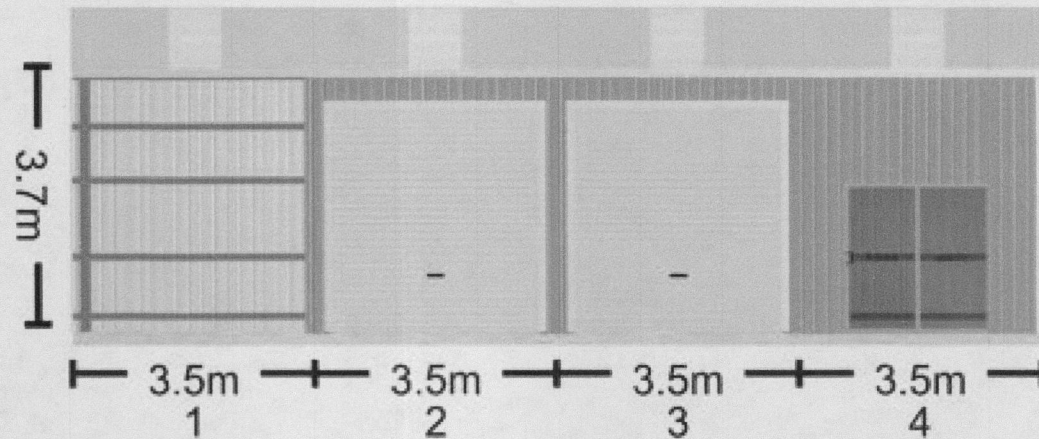
Back



Left



Right



Front





03 9314 1245  
<https://eurekagarages.com.au>  
208 Fairbairn Rd  
Sunshine West VIC 3020

Bairnsdale - JBT Constructions & Sheds Pty Ltd  
[jbtcs@bigpond.com](mailto:jbtcs@bigpond.com)  
Quote No: QJB28312

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Ken Sprakel  
[kjsprakel@gmail.com](mailto:kjsprakel@gmail.com)  
0419357770  
12 Capes Road  
Kalimna Victoria 3909

3D View

View & Edit in 3D: <https://eurekagarages.com.au/request-a-quote/#N8UyAhqOcyo/0>



Printed 3/01/2024

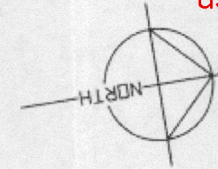
Developed by <https://unda.com.au>

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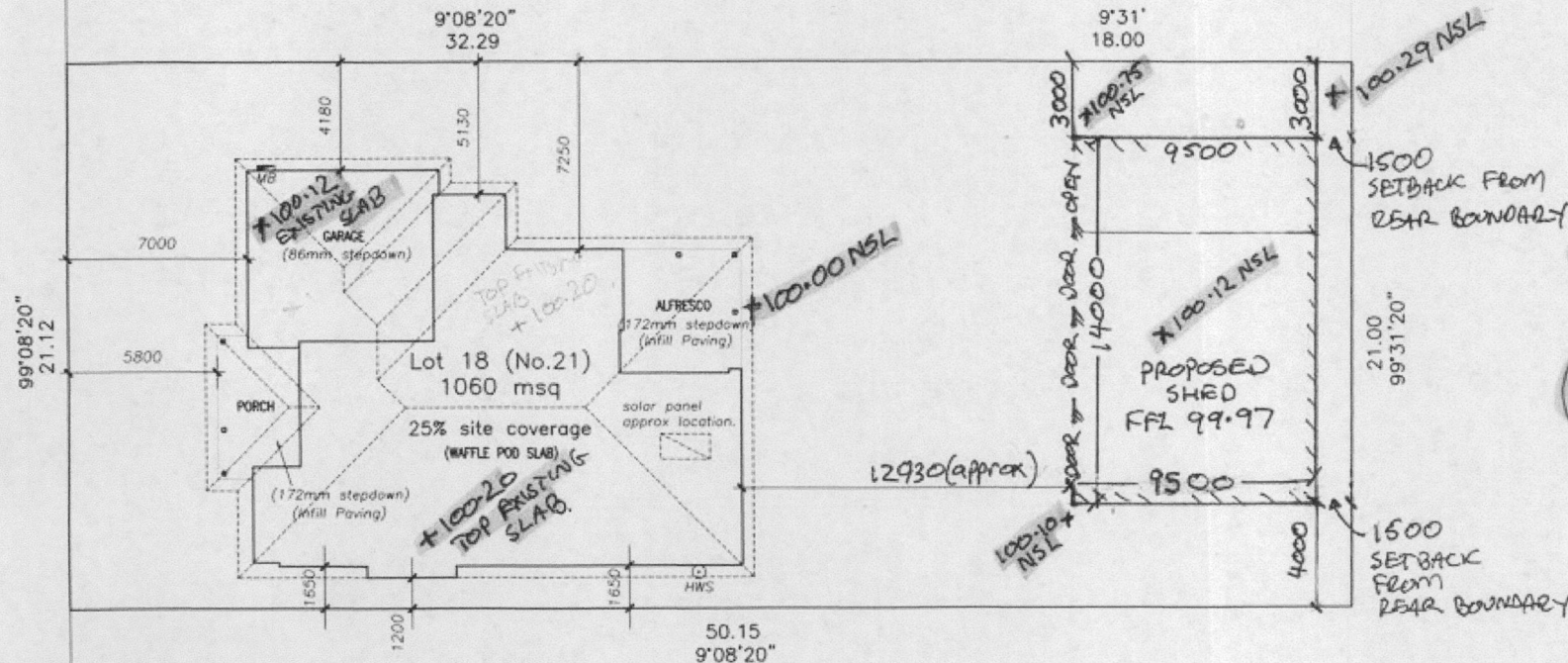


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21 TOWER HILL COURT  
PROPOSED SHED LOCATION & SPOT LEVELS  
SCALE 1:200 @ A3



TOWER HILL COURT



SPOT LEVELS SHOWN +100.75 ARE TO AN ARBITRARY DATUM AND TO NATURAL SURFACE LEVEL (NSL) UNLESS OTHERWISE SHOWN

Preliminary Drawings

Should these drawings require a Planning permit or Developer approval, please ensure that approved plans are resubmitted for

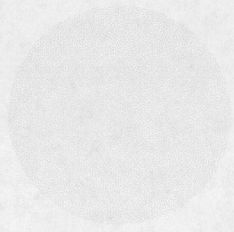




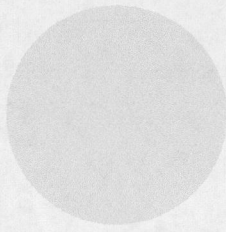
Bluegum<sup>®</sup>



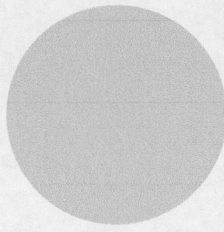
## Classic finish



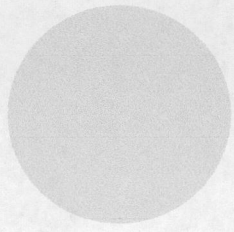
**Dover White™**  
Classic finish  
SA = 0.28



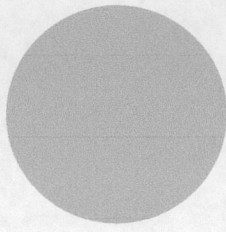
**Surfmist®**  
Classic finish  
SA = 0.33



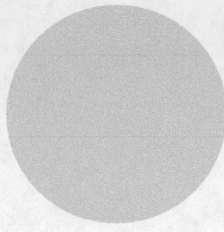
**Evening Haze®**  
Classic finish  
SA = 0.43



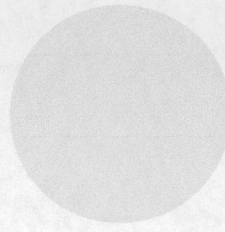
**Southerly®**  
Classic finish  
SA = 0.40



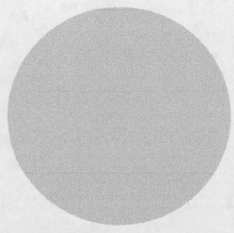
**Dune®**  
Classic finish  
SA = 0.48



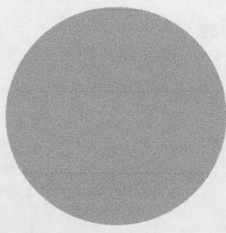
**Paperbark®**  
Classic finish  
SA = 0.43



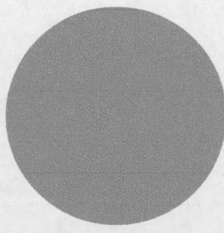
**Classic Cream™**  
Classic finish  
SA = 0.33



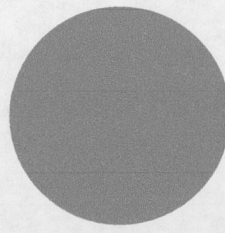
**Shale Grey™**  
Classic finish  
SA = 0.44



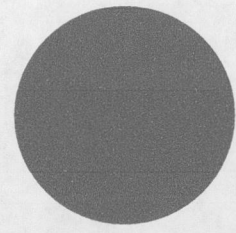
**Bluegum®**  
Classic finish  
SA = 0.57



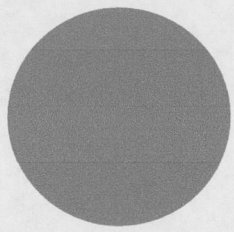
**Windspray®**  
Classic finish  
SA = 0.60



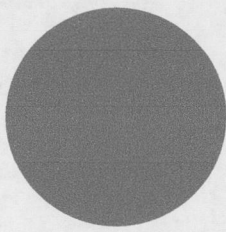
**Gully®**  
Classic finish  
SA = 0.64



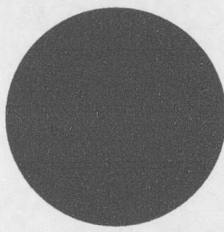
**Jasper®**  
Classic finish  
SA = 0.67



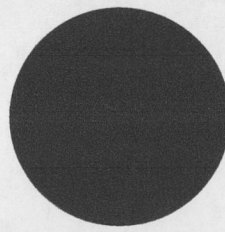
**Wallaby®**  
Classic finish  
SA = 0.64



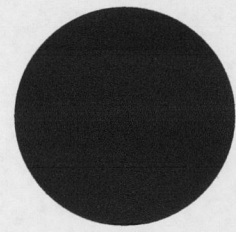
**Basalt®**  
Classic finish  
SA = 0.67



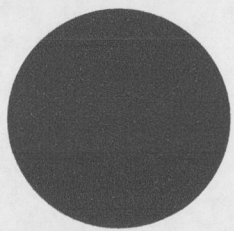
**Woodland Grey®**  
Classic finish  
SA = 0.70



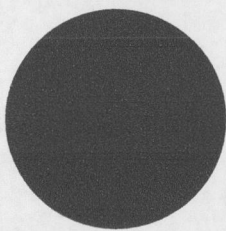
**Monument®**  
Classic finish  
SA = 0.73



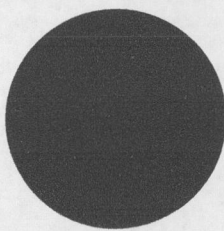
**Night Sky®**  
Classic finish  
SA = 0.95



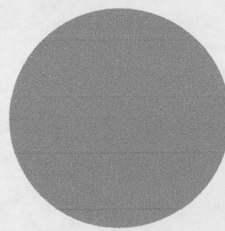
**Ironstone®**  
Classic finish  
SA = 0.73



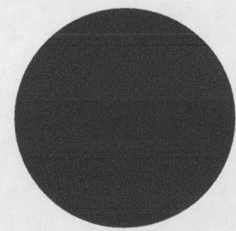
**Deep Ocean®**  
Classic finish  
SA = 0.74



**Cottage Green®**  
Classic finish  
SA = 0.73



**Pale Eucalypt®**  
Classic finish  
SA = 0.60



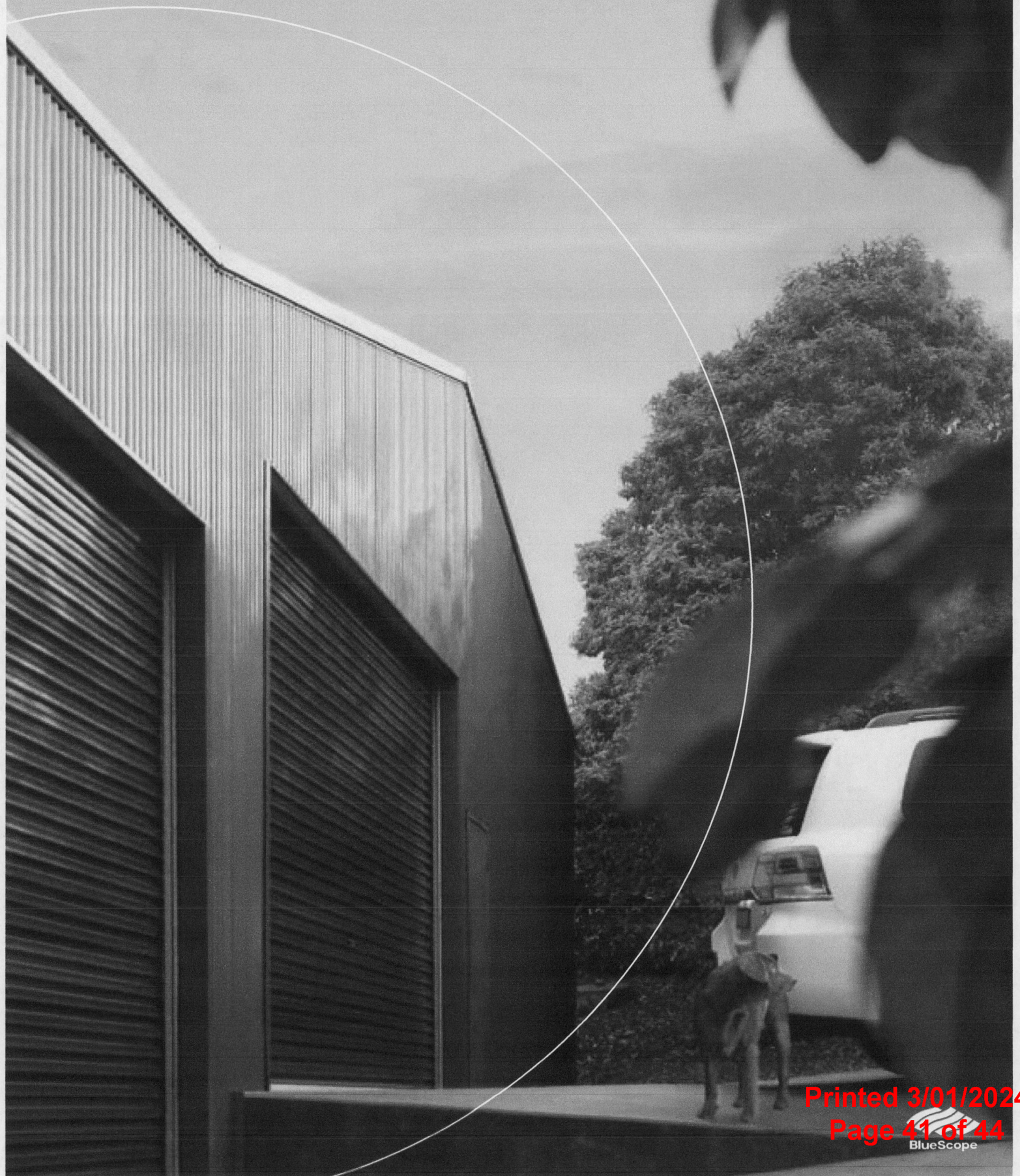
**Manor Red®**  
Classic finish  
SA = 0.70



Colorbond®

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COLORBOND® STEEL  
Contemporary Sheds





## BUILT TO LAST

### DURABILITY

COLORBOND® steel has been designed to endure our harsh Australian environment and provide long-lasting durability you can trust. Over 12,000 test panels exist in a wide variety of outdoor exposure sites to ensure a thorough understanding of the performance of COLORBOND® steel.

### MADE BY AUSTRALIA

COLORBOND® steel is proudly manufactured here in Australia by BlueScope to meet or exceed relevant Australian Standards. By choosing COLORBOND® steel for your shed, you can rest assured it's designed to endure our harsh Australian conditions. Look out for our branding on your COLORBOND® steel shed roof, walls, gutters, and garage doors to ensure that your shed is made from COLORBOND® steel.

### PEACE OF MIND

A shed built with COLORBOND® steel doesn't just protect your valuable possessions, it also offers the peace of mind of a COLORBOND® steel warranty for eligible applicants<sup>1</sup>, backed by BlueScope – one of Australia's largest and most respected manufacturers.

• Walling: COLORBOND® steel Woodland Grey®  
Garage doors: COLORBOND® steel Monument®, both in a Classic finish.



COLORBOND.COM | 1800 022 999

TO APPLY FOR AND ACTIVATE YOUR WARRANTY<sup>1</sup>, VISIT [BLUESCOPESTEEL.COM.AU/WARRANTIES](https://bluescopesteel.com.au/warranties)

1. Warranties are subject to exclusions, application and eligibility criteria. For full terms and conditions and to determine the eligibility of your product for the warranty visit [bluescopesteel.com.au/warranties](https://bluescopesteel.com.au/warranties) or contact BlueScope on 1800 800 789. Warranties provided by BlueScope do not affect consumer rights under the Australian Consumer Law.

The COLORBOND® steel colour swatches and images shown in this brochure have been reproduced to represent actual product colours as accurately as possible. However, we recommend checking your chosen colour against an actual sample of the product before purchasing, as varying light conditions and limitations of the printing process may affect colour tones. COLORBOND®, BlueScope, the BlueScope brand mark and ® colour names are registered trade marks of BlueScope Steel Limited and ™ colour names are trade marks of BlueScope Steel Limited. © 2022 BlueScope Steel Limited. ABN 16 000 011 058. All rights reserved.







## COLORBOND® STEEL SHED COLOURS

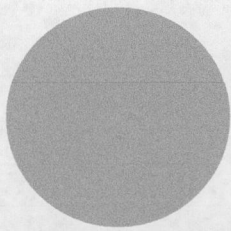
Inspired by our unique landscape, this range of quintessentially Australian colours will match, complement or contrast beautifully with your home or your property's surroundings.

The COLORBOND® steel palette provides 22 striking colours in the core range and six colours also available in a premium Matt finish. The addition of the Matt finish further elevates the appeal of your shed with a soft, contemporary surface that complements its inherent strength and durability.

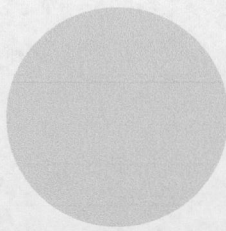
**Be sure to request the finish and COLORBOND® steel colour by name.**

For further colour inspiration visit [COLORBOND.COM](https://colorbond.com)

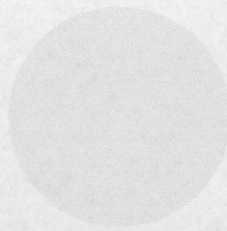
### Matt finish



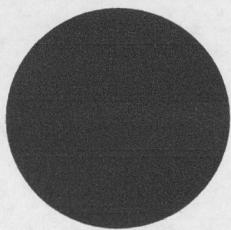
**Bluegum®**  
Matt finish  
SA = 0.59



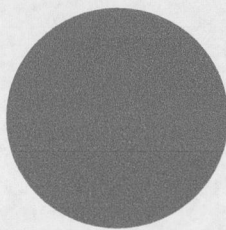
**Shale Grey™**  
Matt finish  
SA = 0.46



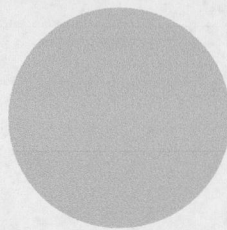
**Surfmist®**  
Matt finish  
SA = 0.35



**Monument®**  
Matt finish  
SA = 0.79



**Basalt®**  
Matt finish  
SA = 0.71



**Dune®**  
Matt finish  
SA = 0.48

#### Legend

SA = (Solar Absorptance) is a measure of how much of the sun's heat that a material absorbs. Choosing a colour with a lower SA is a cooler option and may help you meet building regulations such as NCC or BASIX. These are nominal values based on new product and measured in accordance with ASTM E 903-96.

**U** Available in COLORBOND® Ultra steel for coastal and industrial environments. Other colours in the Classic finish may be available on request.

## LOOKS THAT LAST

### COORDINATED PALETTE

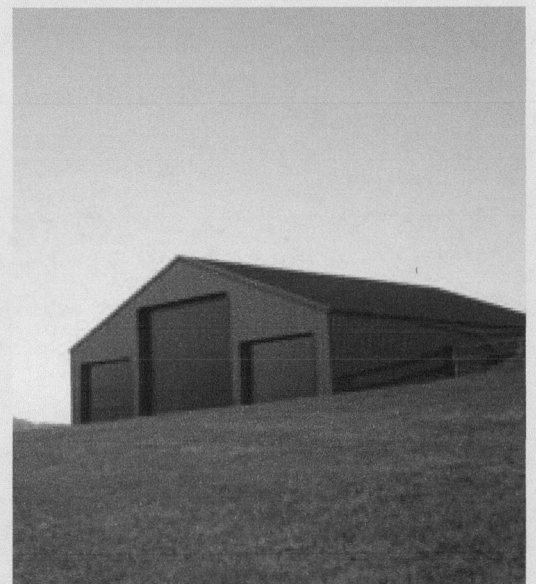
Ensuring your COLORBOND® steel shed complements your home, its setting and your other buildings' exterior schemes will only add to your property's appeal and value. COLORBOND® steel's colours have been thoughtfully curated to offer naturally inspired, architecturally sympathetic choices that will help your shed either blend in or stand out amongst its environment.

### LONG LASTING PERFORMANCE

COLORBOND® steel delivers strength and durability, as well as good looks. Your shed is an integral, and often large, feature of your property. COLORBOND® steel's colours and toughness help deliver a solution that's as attractive as it is robust, and is designed to stay that way for years to come.

### LOW MAINTENANCE

The inherent durability of COLORBOND® steel means that the need for regular maintenance is minimal. With just an occasional hose down every six months, where natural rainfall may not reach, your shed will continue to maintain its good looks.



- Roofing and walling: COLORBOND® steel Basalt® | Garage doors: COLORBOND® steel Monument®, both in a Classic finish



# An enduring decision

If something's worth putting in the shed, then the shed needs the strength to protect it. Whether it's a small garden lock-up, somewhere to keep the bikes and boards, your passion-project workshop or even a large piece of farming or business infrastructure, your shed's strength and durability are its most important features.



When it comes to your shed, there's no one-size-fits all. Your shed is a long-term investment and will be a source of pride for years to come. Whether your budget is small, site constraints are an issue or you simply need help choosing profiles and colours, talk to your COLORBOND® steel shed supplier about your options and get the right shed designed and built for you.

- Roofing and walling: COLORBOND® steel Basalt® in a Classic finish.