

Form 2

NOTICE OF AN APPLICATION FOR PLANNING PERMIT

The land affected by the application is located at:	11 Driftwood Close PAYNESVILLE 3880 Lot: 8 PS: 524602
The application is for a permit to:	Buildings and Works for a deck and landing
The applicant for the permit is:	Crowther & Sadler Pty Ltd
The application reference number is:	5.2023.373.1

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.

The Responsible Authority will not decide on the application before:	22 December 2024
---	-------------------------

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

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

VOLUME 10844 FOLIO 062

Security no : 124108791181U
Produced 01/09/2023 03:17 PM

LAND DESCRIPTION

Lot 8 on Plan of Subdivision 524602Y.
PARENT TITLE Volume 10662 Folio 008
Created by instrument PS524602Y 30/11/2004

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
WENDY LOUISE RICHARDS
DANIEL THOMAS RICHARDS
AU835015K 22/09/2021

TRARALGON VIC 3844

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT AE089901D 03/01/2006

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
AD247186G 17/11/2004
AMENDMENT OF AGREEMENT AU930588D 19/10/2021

DIAGRAM LOCATION

SEE PS524602Y 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: 11 DRIFTWOOD CLOSE PAYNESVILLE VIC 3880

ADMINISTRATIVE NOTICES

NIL

DOCUMENT END

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TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

Lodged by:

Approved Form T2

Name:

Phone:

Address:

Ref:

Customer Code:

Warren Graham & Murphy

5152 2661

119 Main Street, Baimsdale

Hodgson

1716W



Privacy Co
The informa
collected un
is used for tl
publicly seal
indexes in tl
Registry.

AE089901D



MADE AVAILABLE/CHANGE CONTROL

Land Titles Office Use Only

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 10844 FOLIO 062

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

ALL MY ESTATE IN FEE SIMPLE

Consideration:

THREE HUNDRED THOUSAND AND TWENTY DOLLARS (\$300,020.00)

Transferor: (Full Name)

RIVIERA PROPERTIES PROJECTS LTD

Transferee: (Full Name and Address including postcode)

CYNTHIA HENRIETTA HODGSON and ARTHUR NORMAN ROBERTSON both of 3 Araluen Court, Paynesville 3880

Directing Party: (Full Name)

Creation and/or Reservation and/or Covenant:

'The Transferee with the intent that the benefit of this covenant shall until 31st December 2020, be attached to and run at law and in equity with the whole of the land comprised in Plan of Subdivision Number 524602Y (other than the land hereby transferred) and that the burden thereof shall be annexed to and run at law and in equity with the said lot 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 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) and that the Transferee will not:

Continued on T2 Page 2

Approval No. 595048A ORDER TO REGISTER
Please register and issue title to

T2



Signed

Cust. Code:

STAMP DUTY USE ONLY	
DRS	AP 445
Vic Duty	\$13,661.00
Consideration	\$300,020.00
Trans No.	11488/2005
Endorse Date	23/12/2005
Section	Original
ANNE Sign:	

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Page 3 of 79

2 31/12/06

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Creation and/or Reservation and/or Covenant: (continued)

- (a) Permit the land hereby transferred or any part thereof to be used for the purpose of commercial breeding or boarding of, or training kennels for, cats or dogs or for the purpose of keeping poultry or pigeons thereon or for the parking garaging or servicing of any motor vehicle in excess of five tonnes gross vehicle mass (GVM) except for the purpose of loading or unloading goods unless the vehicle is a construction vehicle engaged on construction work thereon or unless the vehicle is a caravan or similar vehicle and does not exceed 2.5 metres in height and is screened from view from the roadways and canals;
- (b) Permit the land hereby transferred or any part thereof to be used for parking garaging or servicing of any boat (on a trailer or hardstand), caravan, campervan, or similar vehicle unless it is screened from view from the roadways and canals.
- (c) Construct or externally alter or allow to be constructed or externally altered on the land hereby transferred any building or structure (including fences) other than in accordance with plans and specifications previously submitted to and approved in writing by the Transferor or its nominee.
- (d) Permit or authorise any part of the land hereby transferred to be used for the purposes of the drying of clothes, storage of garbage, or housing of gas, fuel or water tanks, or similar uses unless such areas are screened from public view from adjoining roadways and canals.
- (e) With the exception of Lots A, B, C & D on the said Plan, no allotment shall be further subdivided so as to create an additional lot or lots.

Dated: 19th December 2005


Execution and attestation:

THE COMMON SEAL of

RIVIERA PROPERTIES PROJECTS LTD

Was affixed in the presence of authorised persons:



Director: 
 Full Name: THOMAS RICHARD WEBSTER
 Usual Address: Level 1, 613 The Esplanade
Paypennite.

Director: 

(or Secretary)

Full Name: THOMAS EAGER
 Usual Address: 74 MAIN ST. BARRISDALE.

SIGNED by the Transferee the said)

CYNTHIA HENRIETTA HODGSON) CH X 

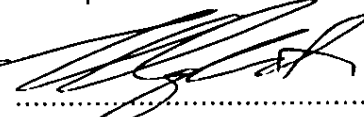
in the presence of:)

 (witness)

SIGNED by the Transferee the said)

ARTHUR NORMAN ROBERTSON) AR X 

in the presence of:)

 (witness)

Approval No. 595048A

T2 Page 2



AE089901D

03/01/2006 \$831 45



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Page 4 of 79



Department of Environment, Land, Water & Planning

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Electronic Instrument Statement

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

Produced 01/09/2023 03:30:30 PM

Status	Registered	Dealing Number	AU835015K
Date and Time Lodged	22/09/2021 01:12:10 PM		

Lodger Details

Lodger Code	19576L
Name	JAMES TREMBATH & ASSOCIATES
Address	
Lodger Box	
Phone	
Email	
Reference	

TRANSFER

Jurisdiction	VICTORIA
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Privacy Collection Statement

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

Land Title Reference

10844/062

Transferor(s)

Given Name(s)	DANIEL THOMAS
Family Name	RICHARDS

Estate and/or Interest being transferred

Fee Simple

Consideration

Non-Monetary

Transferee(s)

Tenancy (inc. share)	Joint Tenants
Given Name(s)	WENDY LOUISE
Family Name	RICHARDS
Address	
Street Number	3
Street Name	NOTTING



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Electronic Instrument Statement

Street Type HILL
Locality TRARALGON
State VIC
Postcode 3844

Given Name(s) DANIEL THOMAS
Family Name RICHARDS
Address
Street Number 3
Street Name NOTTING
Street Type HILL
Locality TRARALGON
State VIC
Postcode 3844

Duty Transaction ID

5221916

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 of WENDY LOUISE RICHARDS
of DANIEL THOMAS RICHARDS
Signer Name TRUDI LOUISE BOLDISTON
Signer JAMES TREMBATH & ASSOCIATES
Organisation
Signer Role LAW PRACTICE
Execution Date 17 SEPTEMBER 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 of DANIEL THOMAS RICHARDS
Signer Name TRUDI LOUISE BOLDISTON
Signer Organisation JAMES TREMBATH & ASSOCIATES
Signer Role LAW PRACTICE
Execution Date 17 SEPTEMBER 2021

File Notes:

NIL



Department of Environment, Land, Water & Planning

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Electronic Instrument Statement

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.

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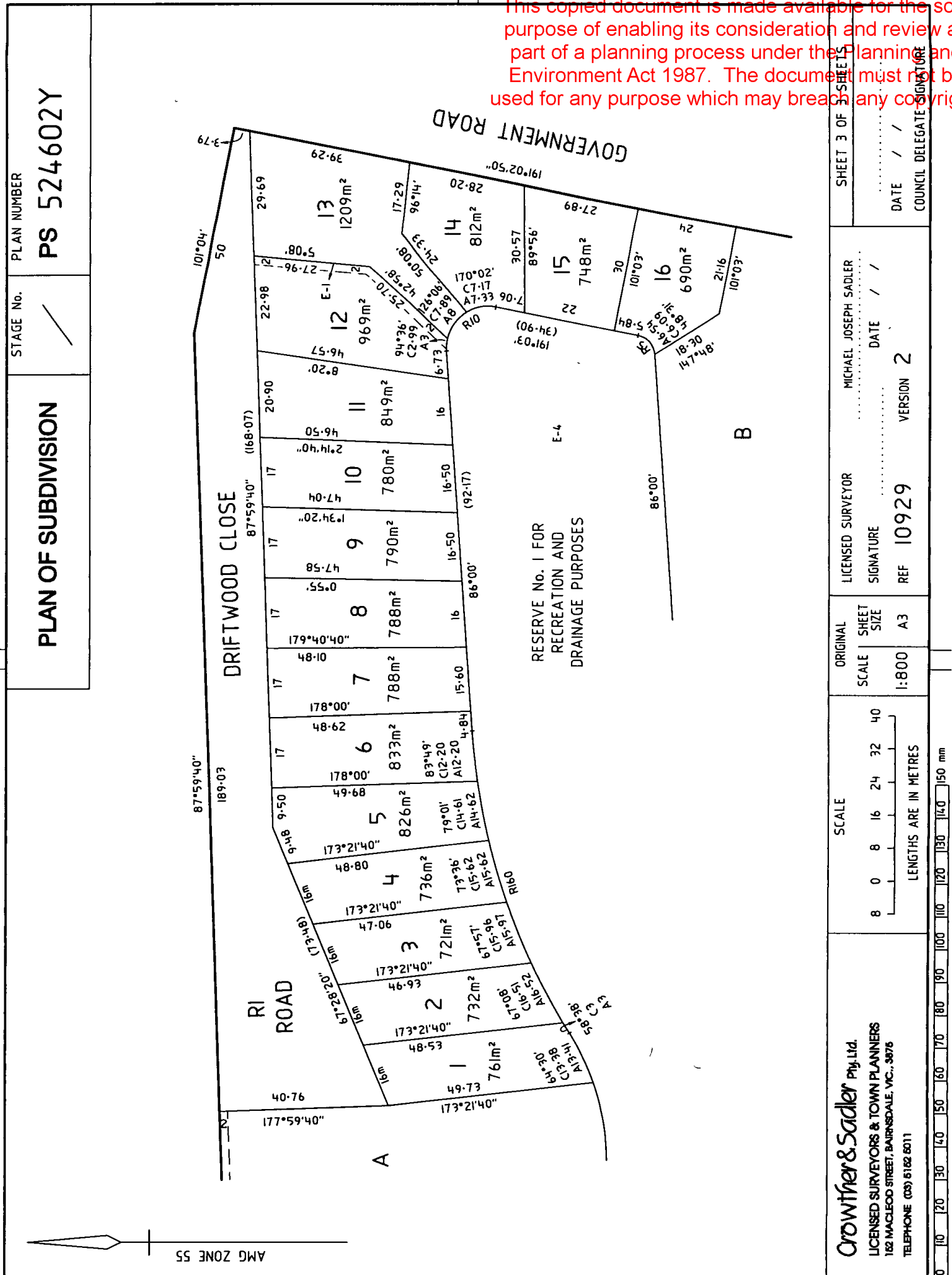
PLAN OF SUBDIVISION				STAGE No. LTO USE ONLY EDITION 1	PLAN NUMBER PS 524602Y																														
LOCATION OF LAND PARISH: BAIRNSDALE TOWNSHIP: _____ SECTION: _____ CROWN ALLOTMENT: 146 (PART) & 146 ^G CROWN PORTION: _____ TITLE REFERENCES: VOL 10662 FOL 008 LAST PLAN REFERENCE: LOT A ON PS 501030Y POSTAL ADDRESS: GOVERNMENT ROAD, PAYNESVILLE, 3880 <small>(At time of subdivision)</small> AMG CO-ORDINATES: E 563 460 <small>(Of approx. centre of land in plan)</small> N 5804 410 ZONE: 55				COUNCIL CERTIFICATION AND ENDORSEMENT COUNCIL NAME: EAST GIPPSLAND SHIRE COUNCIL REF: 11/2004/CRT 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 seat Date 22/10/2004 Re-certified under Section 11(7) of the Subdivision Act 1988 Council Delegate Council seat Date / /																															
VESTING OF ROADS AND/OR RESERVES				NOTATIONS																															
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DATE 22/10/2004 COUNCIL DELEGATE SIGNATURE Assistant Registrar of Titles					SHEET 1 OF 3 SHEETS																														
Crowther & Sadler Pty. Ltd. LICENSED SURVEYORS & TOWN PLANNERS 162 MACLEOD STREET, BAIRNSDALE, VIC., 3875 TELEPHONE (03) 6162 5011			LICENSED SURVEYOR MICHAEL JOSEPH SADLER SIGNATURE DATE 7/9/2004 REF 10929 VERSION 2		DATE 22/10/2004 COUNCIL DELEGATE SIGNATURE ORIGINAL SHEET SIZE																														

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LODGED BY Warren, Graham & Murphy,

CODE 1716W VICTORIA


Ref. Riviera Properties Projects Ltd.

AD247186G

17/11/2004 \$90 173



Titles Office U:



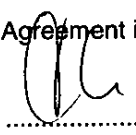
APPLICATION BY A RESPONSIBLE AUTHORITY under Section 181
Planning and Environment Act 1987 for ENTRY OF A
MEMORANDUM OF AGREEMENT under Section 173 of that Act.

The Responsible Authority under the Planning Scheme having entered into an Agreement with the parties named for the land described requires that a Memorandum of Agreement be entered on the Certificate of Title to the land referred to.

LAND	10662 Folio 008
ADDRESS OF LAND	Driftwood Close and Government Road, North Quay, Paynesville
RESPONSIBLE AUTHORITY	East Gippsland Shire Council
PLANNING SCHEME	East Gippsland Planning Scheme
AGREEMENT DATE	2 day of November, 2004
AGREEMENT WITH	Riviera Properties Projects Limited (ABN 86 061 677 218)

A copy of the Agreement is attached to this Application

Signature of the Responsible Authority



Name of Officer

NICK KEARNS, MANAGER DEVELOPMENT

Date

23rd SEPTEMBER 2004

17 NOV 2004


DAD247186G-1-9

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7/11/2023 \$90

EAST GIPPSLAND SHIRE COUNCIL

Council

- and -

RIVIERA PROPERTIES PROJECTS LIMITED (A.B.N. 86 061 677 218)

the Owner

**Agreement under Section 173 of the Planning and
Environment Act 1987**

Subject Land: Driftwood Close & government Road, North Quay, Paynesville
PLAN OF SUBDIVISION NO. 524602Y (Riviera Harbours 'Stage 10)

**Parent Certificate
Pf Title** Volume 10662 Folio 008

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AD247186G



TABLE OF CONTENTS

1. DEFINITIONS
2. INTERPRETATION
3. SPECIFIC OBLIGATIONS OF THE OWNER
 - 3.1. Development in accordance with Planning Permit
 - 3.2. Condition 16 of Planning Permit No. 574/2003/P
 - 3.3. Council's Costs to be paid
4. FURTHER OBLIGATIONS OF THE OWNER
 - 4.1. Notice and Registration
 - 4.2. Further actions
 - 4.3. Exemption
5. AGREEMENT UNDER SECTION 173 OF THE ACT
6. OWNER'S WARRANTIES
7. SUCCESSORS IN TITLE
8. GENERAL MATTERS
 - 8.1. Notices
 - 8.2. Notices (continued)
 - 8.3. No Waiver
 - 8.4. Severability
 - 8.5. No Fettering of the Council's Powers
9. COMMENCEMENT OF AGREEMENT
10. ENDING OF AGREEMENT



DAD247186G-3-5

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PLANNING AND ENVIRONMENT ACT 1987 SECTION 173 AGREEMENT

THIS AGREEMENT is made the *2nd* day of *November*, 200*4*

BETWEEN

EAST GIPPSLAND SHIRE COUNCIL of 273 Main Street, Bairnsdale, Victoria

("Council")

- and -

RIVIERA PROPERTIES PROJECTS LIMITED (A.B.N. 86 061 677 218) of
Level 1, 63 The Esplanade, Paynesville, Victoria

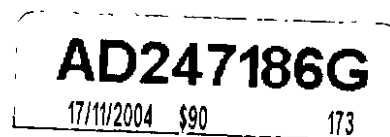
("the Owner")

INTRODUCTION

- A. The Council is the Responsible Authority for the Planning Scheme under the Act.
- B. The Owner is the registered proprietor of the Subject Land.
- C. It is a condition of planning Permit Number 574/2003/P ("the Planning Permit") that the Owner enter into this Agreement to develop and use the land in accordance with the Endorsed Plans and conditions of the **Planning Permit**. A copy of the **Planning Permit** is attached to this Agreement and marked "A".
- D. The parties enter into this Agreement:
 - (a) to give effect to the requirements of the Planning Permit; and
 - (b) to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

IT IS AGREED:

1. DEFINITIONS



In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

- 1.1. **“the Act”** means the Planning and Environment Act 1987.
- 1.2. **“this Agreement”** means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement.
- 1.3. **“the Endorsed Plan”** means the plan, endorsed with the stamp of the Council that forms part of the Planning Permit. A copy of the plan, as at the date of this Agreement, is attached to this Agreement and marked with the letter **“B”**.
- 1.4. **“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.
- 1.5. **“Planning Permit”** means the Planning Permit referred to in recital C. of this Agreement.
- 1.6. **“Planning Scheme”** means the East Gippsland Planning Scheme and any other planning scheme which applied to the Subject Land.
- 1.7. **“Subject Land”** means the land situated at Driftwood Close, Paynesville being Lot A on Plan of Subdivision No. 501030Y and being the land described in Certificate of Title Volume 10662 Folio 008.
Any reference to the Subject Land in this Agreement will include a reference to any lot created by the subdivision of the Subject Land or any part of it.
- 1.8. **“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.



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Page 15 of 79

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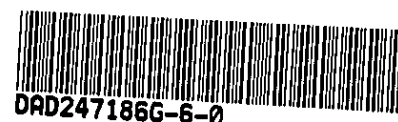
2. INTERPRETATION

In this Agreement unless the context admits otherwise:

- 2.1. The singular includes the plural and vice versa.
- 2.2. A reference to a gender includes a reference to each other gender.
- 2.3. A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4. If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5. 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.
- 2.6. The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.7. The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land PROVIDED THAT if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3. SPECIFIC OBLIGATIONS OF THE OWNER

The Owner covenants and agrees that:



DAD247186G-6-0

AD247186G



3.1. Development in accordance with Planning Permit

the Subject Land shall only be developed in accordance with the Endorsed Plans and the conditions of the Planning Permit or any subsequent amendment to the permit approved by the Council.

3.2. Condition 16 of the Planning Permit No. 574/2003/P requires that:

- (a) Each Lot (excepting Lots A, B, C and D) will be developed with a single dwelling, associated outbuildings and jetties in accordance with the document "Riviera Harbours – Guidelines for Construction, Siting of, External Alterations and Additions to Buildings and Structures on Riviera Harbours Stage 10" (or as amended). A copy of the said **Guidelines** are annexed hereto and marked "C".
- (b) All maintenance and repair works associated with the revetment wall structure including the footings and footing foundations are the responsibility of each lot owner. The revetment wall structure, footings and footing foundations will be inspected every five years, or after any flood event, by an independent and appropriately qualified professional to the satisfaction of the Responsible Authority, to check the structural stability and integrity of the wall. All necessary works and actions recommended by the inspection assessment will be carried out at the expense of the lot owners at no cost to Council to the satisfaction of the Responsible Authority. A copy of the inspection assessment and recommendations will be lodged with Council within one month of the inspection and assessment having been carried out.
- (c) The lot owners will ensure that no operations, actions or practices are undertaken from land and water forming part of the approved subdivision which will result in contamination or pollution of the canals system.



DAD247186G-7-8

Printed 11/12/2023

Page 17 of 79

- (d) The location, design and structure of any proposed jetty, landing or deck will be designed as part of the overall dwelling development on the lot and will be to the satisfaction of the Responsible Authority. Such structures will comply with the East Gippsland Shire Jetty Construction Policy.
- (e) This will bind the applicant as the Owner and shall run with the land so that all successors in the title are also bound by it.

3.3. Council's Costs to be Paid

This Agreement will be prepared at the Owner's cost and to the satisfaction of the responsible authority, and must be registered on title in accordance with Section 181 of the Planning and Environment Act 1987.

The Owner must pay to the Council, the Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement and until those costs are paid they will remain a debt of the Owner to the Council.

4. FURTHER OBLIGATIONS OF THE OWNER

The Owner further covenants and agrees that:



DD247186G-8-6

4.1. Notice and Registration

the Owner will bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns;

4.2. Further actions

- 4.2.1. the Owner will do all things necessary, including signing any further agreements, undertakings, covenants and consents, approvals or other documents necessary for the purpose of

ensuring that the Owner carries out the Owner's covenants under this Agreement and to enable the Council to enforce the performance by the Owner of such covenants and undertakings;

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- 4.2.2. the Owner will consent to the 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 the 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;

4.3. Exemption

The Owner will exempt the Council, its employees, contractors and agents from and against all costs, expenses, losses or damages whatsoever which they or any of them may sustain incur or suffer, or be or become liable for or in respect of any suit, action, proceeding, judgment or claim brought by any person whatsoever arising from or referable to this Agreement or any non-compliance thereof.

5. AGREEMENT UNDER SECTION 173 OF THE ACT

The Council and the Owner agree that without limiting or restricting their respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.

6. OWNERS 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 effected by this Agreement.



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7. SUCCESSORS IN TITLE

Without limiting the operation or effect which 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:

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

8. GENERAL MATTERS

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:

- 8.1.1. by delivering it personally to that party;
- 8.1.2. by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- 8.1.3. by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party hand delivery or prepaid post.

8.2. A notice or other communication is deemed served:

- 8.2.1. if delivered, on the next following business day;
- 8.2.2. if posted, on the expiration of two business days after the date of posting; or



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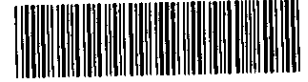
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8.2.3. if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

AD247186G

17/11/2004 \$90 173



8.3. No Waiver

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

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council 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.

9. COMMENCEMENT OF AGREEMENT

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

10. ENDING OF AGREEMENT

This Agreement may be ended wholly or in part or as to any part of the land by the Responsible Authority with the approval of the Minister or by



DAD247186G-11-5

Printed 11/12/2023

Page 21 of 79

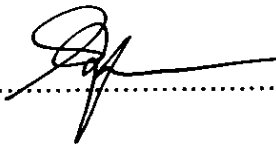
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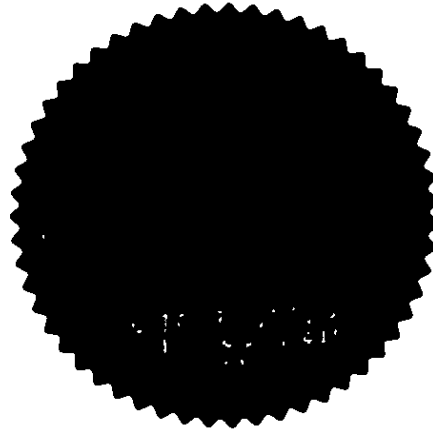
agreement between the Responsible Authority and all persons who are bound by the agreement.

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

The COMMON SEAL of EAST GIPPSLAND)
SHIRE COUNCIL was affixed on behalf of)
Council by authority of the Chief Executive)
Officer on the day of)
2003 in exercise of the power delegated)
under Administrative Procedures (Use of)
Common Seal) Local Law in the presence of)



STEVE KOLLINS
CHIEF EXECUTIVE OFFICER.



The COMMON SEAL of RIVIERA)
PROPERTIES PROJECTS LIMITED)
(A.B.N. 86 061 677 218) was)
hereunto affixed in accordance with its)
Constitution in the presence of:-



Signature

TIMOTHY RICHARD WEBSTER

Full Name

Level 1 6372 Lyndale
Parramatta

Usual Address

Director

Office Held





Signature

THOMAS EAGER

Full Name

74 MAIN ST. BARRISPALE

Usual Address

SECRETARY

Office Held



Printed 11/12/2023

Page 22 of 79

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Mortgagee's Consent

~~ANZ BANKING GROUP LTD.~~
~~Gippsland Secured Investments~~ as Mortgagee of Registered Mortgage Number AB181450X 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.

.....
For and on behalf of the Mortgagee, ANZ Banking Group Limited

EXECUTED BY AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED by being SIGNED by its Attorney

Trevor J. Stevens

.....
under Power of Attorney dated 9/10/1992 a certified copy of which is filed in the permanent order Book Number 277 at Page 5 in the presence of:

AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
by its Attorney

who hereby certifies that he is a(n)
REGIONAL EXECUTIVE
for the time being of
AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
IN VICTORIA



"A"

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PLANNING PERMIT

Permit No: 574/2003/P
Planning Scheme: East Gippsland
Responsible Authority: East Gippsland Shire

Form

AD247186G

17/11/2004 \$90



ADDRESS OF THE LAND

28 Windermere Terrace PAYNESVILLE
Lot A LP 501030

BN: 82315 3

THE PERMIT ALLOWS

20 lot subdivision and use and construction of jetties in accordance with the endorsed plans.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. Before the plan of subdivision can be certified or any development commenced, amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale with dimensions and two copies must be provided. The plans must be generally in accordance with the plans submitted with the application but modified to show:
 - a streetscape plan for the new road showing the location of carriageway pavement, parking bays, kerbs, crossovers, footpaths, bicycle paths and speed control devices to the standards set out in ResCode for an access street;
 - a streetscape plan for Government Road showing the location of carriageway pavement, parking bays, kerbs, crossovers, footpaths, bicycle paths and speed control devices;
 - location and species of proposed street trees and other vegetation, including for the Government Road reserve;
 - any relevant details for the location of street furniture, lighting, seats, etc.;
 - easements as required
2. The subdivision and works as shown on the endorsed plans must not be altered without the written consent of the Responsible Authority.
3. Plans for the proposed road where it encroaches onto Crown Land must be suitable for the Responsible Authority to make application to have the road proclaimed.
4. The applicant shall be required to provide for and complete the construction of all necessary infrastructure to service the proposed allotments. Infrastructure shall be constructed in accordance with current construction standards. Additionally full construction of the Government Road is a requirement of the works to be undertaken. Infrastructure shall be constructed to Council satisfaction.
5. The applicant shall engage a suitably qualified consultant to undertake the preparation of detailed engineering design, drawings, documentation and specifications for the construction of road and drainage works and for the provision of services, all to the satisfaction of Council and meeting the



AD247186G-14-6

Printed 11/12/2023

Page 24 of 79

requirements of the relevant service authorities. All documentation shall be submitted to and approved by Council prior to the commencement of construction.

6. The applicant shall appoint an appropriately qualified consultant to act as Superintendent for all infrastructure works. The role of the Superintendent shall be to certify that all works have been constructed in accordance with approved plans and specifications.
7. All jetties shall be constructed to the requirements of the East Gippsland Shire Council Jetty Policy. Additionally, the shared jetties shall be located to provide for adequate vessel manoeuvring.
8. A stormwater drainage system shall be designed in accordance with standard engineering practice to provide for the collection, control and disposal of all stormwater runoff, resulting from a storm having an ARI of 1 in 20 Years, and concentrated by future development of buildings, pavements, and/or siteworks to avoid damage or inundation to any property. Full and detailed calculations shall be provided.
9. The stormwater drainage system shall incorporate measures to ensure the quality of stormwater discharging from the development is maintained. The drainage system shall provide such water quality measures as considered necessary which may include, but not be limited to, the provision of sediment traps, weilands, detention basins, Gross Pollutant Traps and drainage pits incorporating litter baskets.
10. Each allotment shall be provided with a connection to the drainage system. Connections to the drainage system shall be in accordance with Council requirements. Pipes through the council verge area shall be constructed of steel or concrete, not PVC.
NOTE: Allotments with drainage connections through the revetment wall to the constructed canal shall be provided with a pit incorporating a litter basket.
11. With the exception of roadside drainage structures roadside verges shall have a batter slope no greater than 20 horizontal to 1 vertical.
12. The design shall address and include all applicable and statutory signage and traffic control requirements. Design drawings and specifications shall provide for the installation of appropriate signage and pavement markings conforming with the requirements of AS 1742 Manual of uniform traffic control devices. Provision of necessary signage and pavement marking shall be undertaken by the developer
NOTE: This may require the installation of signage and pavement marking in adjacent streets due to increased vehicle movements arising from this approval. These requirements will be dependent on a Road safety Audit which shall be required as part of the construction approvals process, costs of which shall be borne by the Applicant.
13. The works shall be subject to a twelve month defects liability period. Documentation shall also provide for an extended defects liability period of five years providing for all maintenance and repair to revetment walls, footings and footing foundations and dredging of the constructed waterway
14. Any portion of Council's existing infrastructure damaged as a result of work undertaken on the site or associated with the development shall be repaired/reinstated to Council's satisfaction at the developer's expense.
15. Prior to the commencement of works, the owner shall prepare a Soil and Water Management Plan outlining the debris and sediment control measures to be

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173

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Printed 11/12/2023

Page 25 of 79

installed to prevent erosion during all construction stages of both the subdivision and future development on the proposed allotments. Pollution prevention measures shall be in accordance with the Environmental Protection Authority's Publication Number 275 "Construction Techniques for Sediment Pollution Control" and "Environmental Guidelines for Major Construction Sites" (Publication No. 480).

16. Prior to the issue of a Statement of Compliance the applicant must enter into an Agreement under Section 173 of the Planning and Environment Act 1987 with the Responsible Authority to provide for the following:

- Each lot (excepting Lots A, B, C and D) will be developed with a single dwelling, associated outbuildings and jetties in accordance with the document "Riviera Harbours – Guidelines for Construction, Siting of, External Alterations and Additions to Buildings and Structures on Riviera Harbours stage 10" (or as amended).
- That all maintenance and repair works associated with the revetment wall structure including the footings and footing foundations are the responsibility of each lot owner. The revetment wall structure, footings and footing foundations will be inspected every five years, or after any flood event, by an independent and appropriately qualified professional to the satisfaction of the Responsible Authority, to check the structural stability and integrity of the wall. All necessary works and actions recommended by the inspection assessment will be carried out at the expense of the lot owners at no cost to Council to the satisfaction of the Responsible Authority. A copy of the inspection assessment and recommendations will be lodged with Council within one month of the inspection and assessment having been carried out.
- That the lot owners will ensure that no operations, actions or practices are undertaken from land and water forming part of the approved subdivision which will result in contamination or pollution of the canals system.
- That the location, design and structure of any proposed jetty, landing or deck will be designed as part of the overall dwelling development on the lot and will be to the satisfaction of the Responsible Authority. Such structures will comply with the East Gippsland Shire Jetty Construction Policy.

The agreement will bind the applicant as the owner and shall run with the land so that all successors in title are also bound by the agreement. This agreement will be prepared at the applicant's cost and to the satisfaction of the Responsible Authority, and shall be registered on the title in accordance with Section 181 of the Planning and Environment Act 1987.

17. Construction works on the subject land shall be limited to the following hours:
- | | | |
|------------------|---------------------------------------|------------------------|
| Monday to Friday | 7.30am to 6.00pm | All works |
| Saturday | 7.30am to 12.30pm | Maintenance works only |
| | (i.e. no movement of heavy machinery) | |

No works at any other times.

18. During and after construction works, the site must be managed to minimise dust generation and movement causing loss of amenity to the surrounding neighbourhood to the satisfaction of the Responsible Authority.
19. Spoil must be removed from the site via an approved cartage route to the satisfaction of the Responsible Authority and must be placed in accordance with the requirements of the 1984 agreement on the "Placement of Fill and



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Landscaping on Crown Land" between the Department of Natural Resources and Environment and East Gippsland Properties Proprietary Limited or in accordance with the soil and water management plan on freehold areas of the project.

20. The plan of subdivision submitted for certification under the Subdivision Act 1988 must be referred to the relevant authority in accordance with Section 8 of the Act.
21. The applicant must enter into an agreement for the extension, upgrading or rearrangement of the electricity supply system to the lots on the plan of subdivision as required by TXU. (A payment to cover the cost of such work will be required and easements internal and external to the subdivision and provision of sites for substations may be required).
22. The applicant must set aside on the plan of subdivision reserves for the use of TXU Electricity Ltd, for electric substations.
23. The applicant must provide survey plans for any electric substation required by TXU Electricity Ltd and for associated power lines and cables and execute leases for a period of 30 years, at a nominal rental with a right to extend the lease for a further 30 years. TXU Electricity Ltd requires that such leases are to be noted on the title by way of a caveat or a notification under section 88(2) of the Transfer of Land Act prior to the registration of the plan of subdivision.
24. The applicant shall enter into an agreement with Telstra or other licensed Telecommunications carrier for the satisfactory provision of telephone cable reticulation one metre into each lot created.
25. The applicant shall set aside on the plan of subdivision reserve/s satisfactory to Telstra, for telecommunication/s substations if required.
26. The applicant shall pay to Telstra the reasonable cost of any works necessary, as a result of the subdivision, to remove, or alter the position of any existing facility on the subdivision, or on any adjacent land or Government Road, pursuant to Section 91(1) & (2) of the Australian Telecommunications Corporation act, 1989.
27. The applicant shall enter into an agreement under the Water Act for the provision of water supply works.
28. The applicant shall meet the cost of the necessary water mains extension.
29. The applicant shall pay East Gippsland Water a headworks and distribution charge at a level determined by the Authority at the time of payment. As a guide the level applicable on 3/9/03 is \$1,000 for the each additional lot created by the subdivision.
30. The applicant shall modify existing water service piping (if necessary).
31. The applicant shall enter into an agreement under the Water Act for the provision of sewerage works.
32. The applicant shall meet the cost of the necessary sewer mains extension.
33. The applicant shall pay East Gippsland Water an outfall and disposal charge at a level determined by the Authority at the time of payment. As a guide the level applicable at 3/9/03 is \$850 for each lot created by the subdivision.

AD247186G

17/11/2004 \$90 173



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DAD247186G-17-7

Printed 11/12/2023

Page 27 of 79

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34. The applicant shall connect development to East Gippsland Water's water and sewerage services to the satisfaction of the Authority.
35. Emergency vehicle access within the subdivision must be provided in accordance with the following:
 - A minimum trafficable road width of 6 metres
 - A minimum height clearance of 4 metres above all roads
 - Court bowls with a minimum trafficable radius of 10 metres
 - Road structures designed and constructed to a minimum load limit of 15 tonnes
36. CFA requires that:
 - The water reticulation plans must be approved by the CFA.
 - There must be a hydrant within 120 metres from the outer edge of any building envelope and at no more than 200 metre intervals.
 - Fire hydrants must be clearly identified in accordance with the Fire Service Guideline - "Identification of Street Hydrants for Fire Fighting Purposes".
37. This permit will expire if:
 - the subdivision is not certified within two years, of the date this permit was issued, or
 - if certified within two years, is not registered within five years of the date of Certification

The Responsible Authority may consider extending the periods referred to above if a request is made in writing before the permit expires or within three months afterwards.

Notes

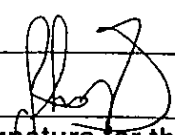
All works associated with the development must be in a manner consistent with the provisions of the Archaeological and Aboriginal Relics Preservation Act 1992 and Part 11A of the Commonwealth Aboriginal and Torres Strait Islander Heritage Protection Act, 1984. Aboriginal Affairs Victoria is the authority for administration of those Acts and the proponent is advised to contact Mr Gerry Laughton, PO Box 1240 Sale 3850 of phone 4143 1644 in relation to the above.

Prior to the commencement of works the Proponent shall submit to the Responsible Authority and the Department of Sustainability and Environment a revised rehabilitation plan of the fill sites associated with the development. It must be clearly show the amount of fill that has been placed on the site and the projected fill space available. This plan shall be endorsed by DSE prior to commencement of works.

There is Telstra Cabling located inside the boundary of the subject land. It is important that the correct procedures and care are taken regarding the cabling. For all cable locations and information please contact Melbourne one call centre.

Date Issued: 19 December 2003

Page 5 of 5


Signature for the
Responsible Authority



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AD247186G

17/11/2004 \$90

173



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Page 28 of 79

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PLAN OF SUBDIVISION		STAGING THIS PLAN IS / IS NOT BASED ON SURVEY PLANNING PERMIT NO. 574/2003/P	PLAN NUMBER PS 524602Y						
LOCATION OF LAND PARISH: BAIRNSDALE TOWNSHIP: _____ SECTION: _____ CROWN ALLOTMENT: 146 (PART) & 146G CROWN PORTION: _____ TITLE REFERENCES: VOL 10662 FOL 008 LAST PLAN REFERENCE: LOT A ON PS 501030Y POSTAL ADDRESS: GOVERNMENT ROAD, (At time of subdivision) PAYNESVILLE, 3880 AMG CO-ORDINATES: E 563 460 (Of approx. centre of land in plan) N 5804 410 ZONE: 55		COUNCIL CERTIFICATION AND ENDORSEMENT COUNCIL NAME: EAST GIPPSLAND SHIRE COUNCIL REF: 11/2004/CRT 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 <i>Hean</i> Council seal Date 22/10/2004 Re-certified under Section 11(7) of the Subdivision Act 1988 Council Delegate Council seal Date / /							
VESTING OF ROADS AND/OR RESERVES <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">IDENTIFIER</th> <th>COUNCIL/BODY/PERSON</th> </tr> <tr> <td>RI ROAD</td> <td>EAST GIPPSLAND SHIRE COUNCIL</td> </tr> <tr> <td>RESERVE No. 1</td> <td>EAST GIPPSLAND SHIRE COUNCIL</td> </tr> </table>		IDENTIFIER	COUNCIL/BODY/PERSON	RI ROAD	EAST GIPPSLAND SHIRE COUNCIL	RESERVE No. 1	EAST GIPPSLAND SHIRE COUNCIL	NOTATIONS STAGING This is / is not a staged subdivision Planning Permit No. 574/2003/P DEPTH LIMITATION 15 METRES BELOW THE SURFACE APPLIES TO CROWN ALLOTMENT 146G ONLY	
IDENTIFIER	COUNCIL/BODY/PERSON								
RI ROAD	EAST GIPPSLAND SHIRE COUNCIL								
RESERVE No. 1	EAST GIPPSLAND SHIRE COUNCIL								



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17/11/2004 \$90

173



SURVEY THIS PLAN IS / IS NOT BASED ON SURVEY

THIS SURVEY IS CONNECTED TO PERMANENT MARK No(s) 434

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	DRAINAGE	2	THIS PLAN	EAST GIPPSLAND SHIRE COUNCIL
E-2	SEWERAGE	2	PS 441059E	EAST GIPPSLAND REGION WATER AUTHORITY & LAND IN PS 441059E
E-2	DRAINAGE	2	PS 309055D	LAND IN PS 309055D
E-3	DRAINAGE & SEWERAGE	1	PS 441059D	EAST GIPPSLAND SHIRE COUNCIL, EAST GIPPSLAND REGION WATER AUTHORITY & LAND IN PS 441059E
E-4	CARRIAGEWAY	SEE DIAG.	THIS PLAN	LAND IN THIS PLAN

LTO USE ONLY

STATEMENT OF COMPLIANCE / EXEMPTION STATEMENT

RECEIVED



DATE / /

LTO USE ONLY

PLAN REGISTERED

TIME

DATE / /

Assistant Registrar of Titles

SHEET 1 OF 3 SHEETS

Crowther & Sadler Pty. Ltd.
 LICENSED SURVEYORS & TOWN PLANNERS
 152 MACLEOD STREET, BAIRNSDALE, VIC., 3875
 TELEPHONE (03) 6182 6011

LICENSED SURVEYOR

MICHAEL JOSEPH SADLER

SIGNATURE

Michael Joseph Sadler

DATE 7, 9, 2004.

REF 10929

VERSION 2

DATE 22/10/2004

COUNCIL DELEGATE SIGNATURE

ORIGINAL SHEET SIZE A3

Printed 11/12/2023

Page 29 of 79

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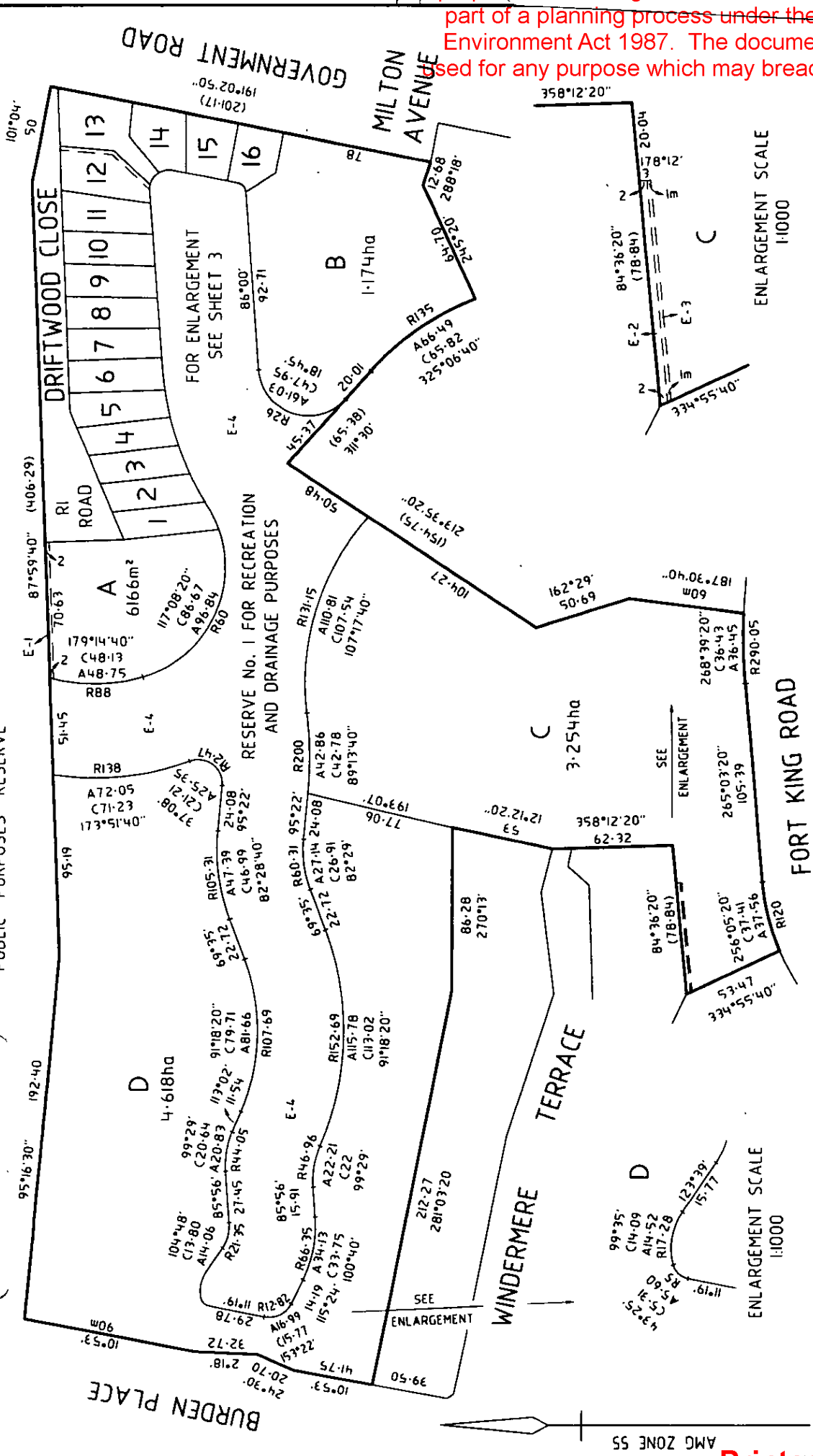
PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 524602Y

PUBLIC PURPOSES RESERVE



ENLARGEMENT SCALE 1:1000

ENLARGEMENT SCALE 1:1000

Crowther & Sadler Pty Ltd
LICENSED SURVEYORS & TOWN PLANNERS
82 MACLEOD STREET, BAINSDALE, VIC. 3076
TELEPHONE (03) 8162 6011

SCALE
20 0 20 40 60 80 100
LENGTHS ARE IN METRES

ORIGINAL SCALE 1:2000 A3
LICENSED SURVEYOR
SIGNATURE *Michael Joseph Sadler* DATE 7/9/2004
REF 10929 VERSION 2

SHEET 2 OF 3 SHEETS
DATE 22/10/2004
COUNCIL DELEGATE SIGNATURE *Hein*

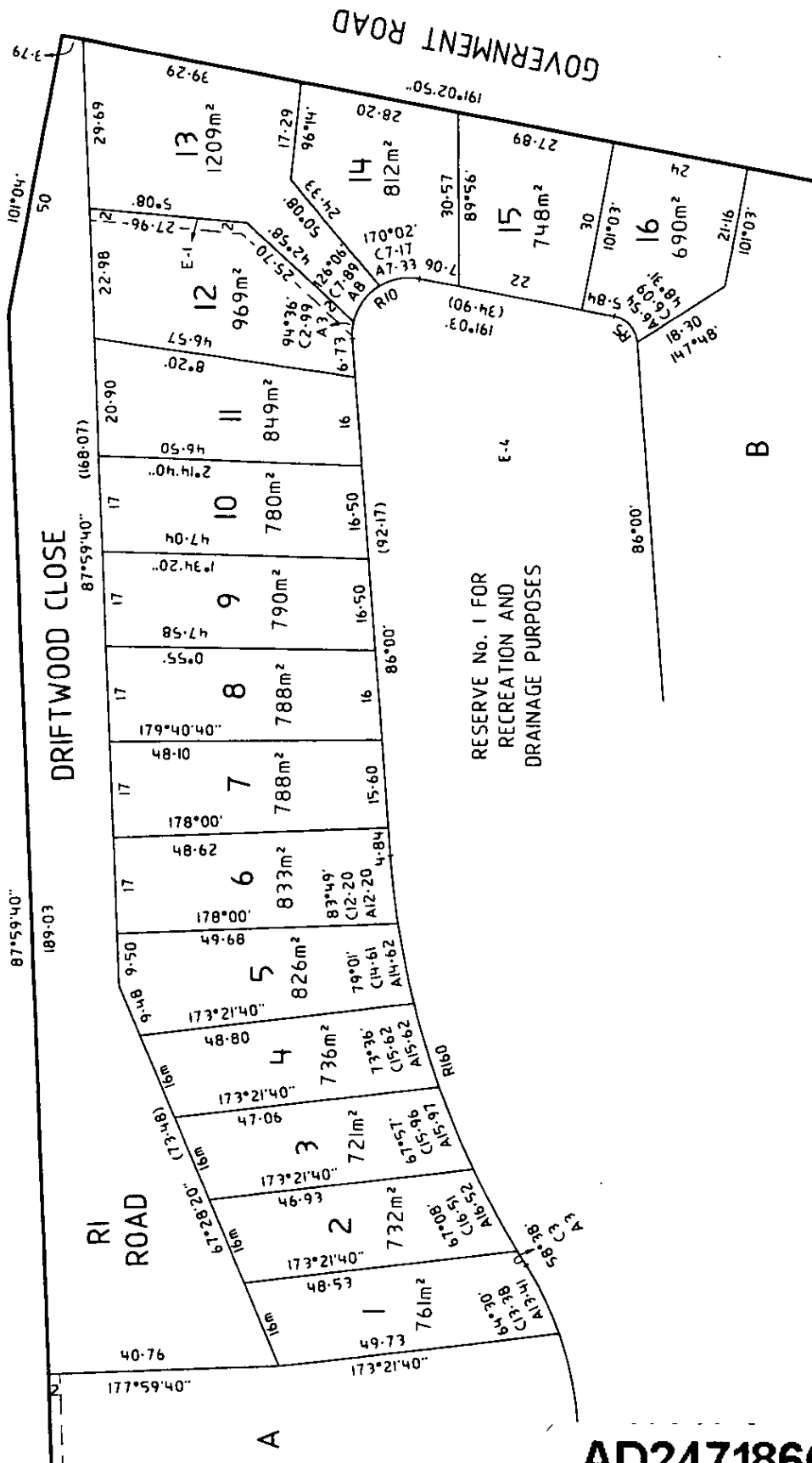
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PLAN NUMBER
PS 524602Y

PLAN OF SUBDIVISION



SHEET 1 OF 3 SHEETS
DATE 22/10/2004
COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR
SIGNATURE
MICHAEL JOSEPH SADLER
DATE 7/7/2004
VERSION 2
REF 10929

ORIGINAL
SCALE
SHEET SIZE
1:800
A3

SCALE
8 0 8 16 24 32 40
LENGTHS ARE IN METRES

Crowther & Sadler Pty. Ltd.
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17/11/2004 \$90 173



Printed 11/12/2023

Page 31 of 79

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"RIVIERA HARBOURS"

AD247186G-22-7

GUIDELINES FOR CONSTRUCTION, SITING OF, EXTERNAL ALTERATIONS AND ADDITIONS TO BUILDINGS AND STRUCTURES ON RIVIERA HARBOURS – DECEMBER 2003

"NORTH QUAY"

AD247186G

17/11/2004 \$90 173



Project Aim and Objectives

The subject land forms part of a prestigious residential and commercial real estate development – Riviera Harbours.

The aim of the development is to establish a residential precinct that provides excellence in waterfront living for Paynesville.

The vision is to provide for a residential living environment synonymous with high quality and well designed built form.

The objectives guiding the development of the built form and residential and residential environment include the following:

- Enjoyment and optimisation of views and waterfront experiences for all properties.
- The integration of the 'water element' into the living experience.
- The encouragement of the integration of indoor and outdoor living.
- Positive use of solar and passive energy sources.
- Well designed and site responsive built form consistent with the amenity of the area.
- Incorporation of nautical and maritime visual and aesthetic qualities in the development.
- To provide for a diverse range of living experiences to accommodate a variety of household types and forms.
- Use of a variation of mediums, materials and colours to reinforce the waterfront living experience.
- The inclusion of extensive landscaping and pavement treatments to enhance the built form.
- To encourage the use of native species and designed garden environments.
- To encourage the use of multi-levelled transitional landings and decks to enhance the 'living adjoining water' experience.
- To achieve high amenity and aesthetic values associated with the project to the benefit of Paynesville.

For the purchaser's interest it is desirable that certain controls be implemented in relation to the nature and type of construction, the preservation of the environment, the aesthetic appearance and the general amenity of the development. Design of buildings, landscaping, fencing, paving, and all other elements of a high quality living environment, should be guided to establish visual continuity and compatibility throughout the development.

These guidelines are not intended to be restrictive but to protect the interests of all owners of property in the development, and to provide certainty that a quality living environment may be enjoyed by all future residents.



1.0 - INTRODUCTION

"Riviera Harbours" is a waterfront canal development owned by Riviera Properties Projects Limited and managed by Riviera Properties Limited (RPL) who will appoint an Architectural Review Panel (ARP) to administer these guidelines and covenants applicable to the land. This panel shall consist of up to three persons including a registered architect nominated by RPL.

Canals when created are vested in the East Gippsland Shire as reserve for recreation, way and drainage and the Council will administer controls and maintenance in relation to the canals. The Council will have the option to strike a special rate or levy charged on abutting properties to assist with maintenance costs associated with the waterways when and if the need arises, and insurance liability cover for the Council as necessary.

2.0 – DESIGN CONFORMITY

Written Application for approval to the design, external finish and siting of and external alterations and additions to all buildings to be erected, constructed, externally altered or added to at *"Riviera Harbours"* must be made by the allotment owner to the Architectural Review Panel nominated by RPL prior to work being commenced or undertaken.

These guidelines are intended to provide the criteria for assessment of the application.

Criteria of Assessment shall be inclusive of the following elements:

- Dwelling Plans and Elevation details which shall comprise building structures nominating form and height and include foundation details.
- Where any buildings exceed 5.0 metres above the natural ground surface of any allotment a solar shading plan shall accompany the application.
- Landscaping plans showing species types and locations, retaining walls and garden structures, paved areas, driveways and fences including material types and colours.
- Site Plan indicating compliance with nominated envelopes.
- Assessment addressing the Soil & Water Management Plan principles.
- A statement nominating building materials and colours. This statement should indicate the feature of the design which incorporate the "Maritime" theme.
- Elevations of presentation to constructed waterways.
- Plans illustrating incorporation of principles for creation of 'private living' environments.
- A statement addressing the elements and aspects of the design that embrace principles of maximization of energy efficiency.
- Details of proposed landings and jetties. Plans must show conformity with the East Gippsland Shire Jetty Policy Document.



2.1 – APPROVAL PROCEDURE

The initial step required is for each owner/architect to provide to the ARP plans showing contours of the site and proposed siting of the building or structures together with a schematic presentation of the structure, including floor plan, elevations, materials and colours proposed.

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Two copies of the plans must be lodged one of which will be retained by the ARP.

Once general agreement is reached and prior to lodgement of an application for a building permit, the documents required for such application shall be lodged for a final conformity assessment to the ARP. Representation to the ARP in support or explanation of the proposed construction may be made by the applicant, personally or through representatives.

Costs of the ARP are payable by RPL.

The documents, together with a written assessment of conformity and approval, conditional approval or refusal of the proposal, shall be forwarded or given to the applicant within fourteen (14) days of lodgement.

Where buildings exceed 5.0 metres above the natural ground surface of any allotment a solar shading plan should accompany the application. In addition a landscape plan should be lodged at this time.

3.0 – BUILDING GUIDELINES

3.1 – Nominated Building Envelope

Nominated building envelopes form part of the guidelines, and a plan of these is attached.

The envelopes form part of Planning Permit (574/2003/P). Any variation to the approved building envelope plans are subject to further written approval from RPL and East Gippsland Shire Council. Consent to lodge an application with Council for variation must first be considered by the ARP.

Designs which aim to maximise views, to create useable outdoor living, present a varied form when viewed from or across the canals, and where buildings are sited within the “envelope” shown in the diagrams will be preferred.

All buildings must be constructed wholly within the approved building envelopes (including shade sails and the like). Unroofed decking, landings and jetties may be constructed outside the nominated building envelope subject to meeting all other relevant requirements of the original planning permit.

3.2 – Setbacks

The minimum setback from the canal and street frontage is determined by the Responsible Authority. The building envelopes are specified to meet these requirements. A continuous row of uniformly setback buildings is considered undesirable.

3.3 – Buildings Permitted and Multi Dwelling Development

Only one single or multi-storey detached dwelling is permitted on each lot.

Exceptions apply to Lots A, B, C and D upon which multi dwelling development may be permitted subject to Responsible Authority and ARP approval.

3.4 – Building Form and Height

Minimum floor levels are nominated at 2.5 AHD.

Persons wishing to erect multi-storey buildings must demonstrate at design stage that upper storey windows or balconies will not unduly prejudice neighbours' rights to privacy. The effects of overshadowing of adjoining property must be taken into account and plans showing this effect shall accompany the application. All building siting and design must comply with Rescode as well as these guidelines.

Any dwellings or multi dwelling development erected on the site shall have a total floor area of not less than one hundred and fifty square metres within the outer wall thereof calculated by excluding the area of any carport, garage, deck, terrace, pergola or verandah and must be built only of new materials and not have the external wall area (exclusive of window area) constructed of any material other than brick.



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bricks, concrete or masonry that are bagged, and painted or finished with an approved permanent render-like coating; exceptions may apply to clay brickwork where it can be demonstrated that partial use of an untreated finish will not prejudice the overall design; painted weatherboards; with coverage no greater than 180mm; timber cladding; or natural stone or approved look alike masonry products in natural colours; flat sheet harditex materials finished with "flo-coat" style approved permanent render-like coating.

The use of a single material type on all external walls will be discouraged.

All buildings exposed to public view from street or canal shall be designed, constructed and maintained in all ways similar to the principal building on the lot.

Garages/carports shall preferably be incorporated within the main roof structure. Where detached garages/carports are permitted they shall be of the same material as the dwelling and be part of an overall integrated design.

Sun protection of walls, openings and terraces shall preferably be achieved by roof overhangs, verandahs, pergolas or other structurally integral elements.

Roofs shall be of colour-bonded metal, glass-or polygal, zincalume or similar products reflecting the colours of the maritime environment.

Look alike tile products are not permitted. The roof is an integral part of the design and excessive roof mass without variation in the plane of roof, as viewed from the street, adjoining properties or the waterway should be avoided.

RPL acknowledged that new products designed as substitutes for the above materials will be developed and marketed from time to time and, provided these materials are not inconsistent with the aim of these guidelines, they will be considered.

3.5 – External Finishes & Colours

The objective is to provide a level of finish and colours which are compatible with the 'maritime' theme and environment of "Riviera Harbours".

The following list of suitable finishes and colours are considered desirable but not definitive.

3.6.1 - Walls



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3.6.1.1

Masonry, Brick and Concrete walls – must be bagged and painted, or finished with an approved permanent render-like coating. Colours must emphasize the maritime environment and the use of accent colours will be considered.

3.6.1.2

Timber finishes must be painted or treated in similar colours to those above.

3.6.1.3

Glass – clear, green, grey or smoked (non-reflective). Increased external reflectivity of glass should be avoided.

3.6.1.4

Stone – natural or approved look alike masonry products in natural colours.

3.6.1.5

Clay brick – limited partial use of natural finish brick may be permitted where it can be demonstrated to the satisfaction of the ARP, that the use will not prejudice the overall design.

3.6.1.6

Harditex flat sheet finished with "flo-coat" style approved permanent render-like coating is able to be used.

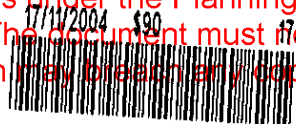
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17/11/2004 \$90

173



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3.6.2 - Roof

Shall reflect the colours of the maritime environment.

3.6.3 - Deck Jetties and Landings

In materials and finishes acceptable to the ARP.

3.7 – Clothes Drying Areas

Areas used for the purpose of drying clothes shall be screened from public view from street or canal.

3.8 – Storage Tanks

Shall be mounted at ground level and concealed from public view from street or canal.

3.9 – Vehicle Driveways and Paved Areas

Vehicle driveways and other paved areas exposed to the public view preferably shall be constructed of clay brick, masonry pavers, stone sheeted bitumen, hot mix, patterned and coloured concrete or exposed aggregate concrete.

3.10 – Energy Efficiency Principles

The design should incorporate energy efficiency principles into the built form and site layout to achieve reduced energy costs and maximization of residential amenity.

The orientation, layout and landscaping of allotments shall be designed to maximise usage of natural ventilation, daylight and solar energy.

Design should be site responsive and take account of prevailing winds and climatic conditions.

The provision of suitable vegetation for shading and allowing winter sunlight on to windows will be encouraged.

3.11 – Soil and Water Management Principles

Any proposed development must accord with the principles contained in the attached “*Soil & Water Management Plan – Riviera Harbours Allotment Development*”.

Any proposed development must be consistent with the protection from erosion, landslip or other land degradation processes. Development shall aim to minimise land disturbance and alteration of the natural ground surface.

In addition to the Management Plan provision of landscaping and terracing works should be included.

3.12 – Presentation to Constructed Waterways

Design of built form and site layout of external decks, landings and jetties shall have due regard for the retention of the amenity of the waterway (Public Open Space). Design should aim to protect and enhance the visual amenity of the public areas within the constructed waterways.

Designs which incorporate multi-levelled landings and decks will be strongly encouraged to result in a gradual progression from water level to floor level.

4.0 – STRUCTURAL ALTERATIONS OR ADDITIONS AND CHANGES TO EXTERNAL SURFACES

The guidelines shall apply to all external structural alterations and additions and changes to external surfaces of buildings and structures on the development including the same application and approval procedures as apply to initial construction.



4.1 – Site Works

The ground levels over any lot shall not be substantially changed from those existing on the day of settlement without the permission of the Responsible Authority and the ARP. Any alterations proposed shall be submitted simultaneously with plans for any buildings.

4.2 – Landscaping

4.3.1 - Allotment Maintenance

Any vacant allotment must be maintained to ensure a maximum grass height of 200mm and in general keeping with the overall maintenance of the Estate.

The buyer hereby covenants with the developer that they will accept responsibility for costs of this maintenance if it is required to be carried out by RPL.

The waterways adjacent to the land should be maintained to remove floating debris – dead and floating weed or other unsightly material.

4.2.2 - Landscape Plan and Bond

To enhance the amenity of “Riviera Harbours” and to improve the aesthetic environment, owners of lots shall be required to landscape their properties within 6 months of entering into occupation and obtaining a certificate of occupancy. The plans for such landscaping shall be submitted to RPL or its nominee for a conformity assessment at the same time as plans are presented for the buildings. Lot owners will lodge a Landscape Bond in the form of a Bank Guarantee or cash bond for the sum of \$2,000.00 with RPL or its nominee to ensure satisfactory performance. The guarantee will be released when the agreed landscaping has been completed.



4.2.3 - Trees

The use of some native species of trees and shrubs is favoured; however, other varieties will be permitted. It is desired that a number of indigenous trees shall be planted on each site particularly on the building setbacks from street and canals. Landscape plans need to incorporate schematic layouts only with main species listed and larger trees shown on the plan. To achieve an horizon of trees rather than roofs it is desirable that a number of canopy type trees are planted on each lot but not within 3m of the revetment wall.

Trees which exist on the site either naturally or as part of a landscaping plan of the developers, cannot be removed without the permission of the Responsible Authority.

4.3– Batter Slopes

4.3.1 Maintenance and landscaping of all ground slopes is the responsibility of the lot owners.

4.3.2 Treatment of the ground slopes down to the canal revetment wall incorporating terracing and or retaining walls, including proposed landscaping shall be approved by the ARP.

5.0 – SWIMMING POOLS

Where a retaining structure is required to support a swimming pool or to form a terrace, located between a canal and a dwelling, such structure shall preferably include sloping landscaped or stone pitched banks as a means of level transition.

Where a swimming pool is constructed, safety fences shall be at least 1.2m from adjoining neighbours boundaries or otherwise positioned to avoid any effect on adjoining neighbours property.

6.0 – FENCES

In principle it is considered that a parklike appearance is appropriate and fences be kept to a minimum subject to the requirements of screening service areas, pools, patios and other outdoor living areas.

etc. The use of screen planting to define boundaries is most desirable with the emphasis on fence panels for courtyard and outdoor living area screening rather than on defining the full length of property boundaries.

6.1 – Street Boundary

6.1.1 Canal Lots – All service areas shall be screened from both canal and street view. Fences may not exceed 1.8 metres in height above ground level. Front fences cannot be built within the minimum building setback without the permission of the ARP.

6.1.2 Where fences are constructed on the setback the area between the fence-line and the street boundary shall be landscaped with appropriate vegetation.

6.1.3 Non-canal Lots – It is preferred that no front fences are built within 4.5 metres of the front street boundary and in any case no fences shall be built without permission of the ARP.

6.2 – Side Boundaries

Side fences shall not exceed 1.8 metres in height above ground level. Within the front building setback from the street boundary, any fences are subject to approval of the ARP.

6.4 – Rear Boundaries

Canal Lots – Fencing along the canal boundary and/or the revetment wall will not be permitted, and no side boundary fence will be permitted within 5 metres of the canal boundary except with the specific approval of the ARP for a special purpose.

Non-Canal Lots – Fences shall not exceed 1.8 metres in height above ground level.

6.5 – Materials for Fencing and Screening

Preferred materials will be: Timber Pickets in OBHW, KDHW or treated pine, approximately 75mm x 20mm with 20mm or similar spacing with wooden or concrete posts, brush fence with wooden posts, masonry; or bagged bricks of colour compatible with the external walls of the dwelling; or a combination of such materials. In the case of OBHW and KDHW picket fences being used on street boundaries, these shall be painted in colours compatible with the external finishes of the main building.

Conventional paling fencing will not be permitted on street boundaries.

Where allotments adjoin properties, other than roads, outside the control of the “Riviera Harbours Guidelines” fences on those boundaries will not be subject to control.

7.0 – REFUSE STORAGE

Refuse storage areas shall be totally screened from view.

8.0 – CANAL WATERWAYS

8.1 – General Rules and Regulations

All Gippsland Ports Authority rules and regulations applicable to the Gippsland Lakes shall apply to all vessels within the canal waterway.

8.2 – Revetment Walls, Footings and Footing Foundations

8.2.1 The canal walling and associated grid cabling system (1.7m wide from the wall) is constructed inside the lot boundary. All necessary repair and maintenance shall be the responsibility of the lot owners. Design of the revetment walling does not allow for any structural loading. No finish shall be applied to the wall.

AD247186G

17/11/2004 \$90

173



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- 8.2.2 No shackles, cables and fixing eyes shall be attached to the revetment wall without written approval of the Responsible Authority.

8.3 – Beaching

- 8.3.1 Cleaning and general maintenance of the canal beaching on the frontage of each allotment will be the responsibility of the lot owners.
- 8.3.2 No excavation of the beaching or canal bank profile (submerged) shall be allowed without written permission of the Responsible Authority.

8.4 - Pollution of Canals

Lot owners must ensure that no operations, actions or practices are undertaken from the land forming part of this development which will result in contamination or pollution which is deleterious to the water quality of the canals system.

8.5 – Boat Ramps and Similar Structures

8.5.1 Prior to removal of any part of the revetment wall for the purpose of constructing a boat ramp or similar structure and prior to any construction of a boat ramp or similar structure, written approval must be obtained from the Responsible Authority and the ARP.

8.5.2 The revetment wall may only be removed in designated panels for the purpose of construction of a boat ramp or similar structure.

8.5.3 Where an approved structure is constructed on a lot, repair and maintenance shall be the responsibility of the lot owner. It will be the responsibility of the owner to refrain from any operation, action or practice which would result in the emanation from the structure of any material deleterious to the water quality of the canals.

8.5.4 Any lighting installed on the jetties, landings and decks must be designed, baffled and located to the satisfaction of the ARP, RPL and the Responsible Authority to prevent any adverse impact on adjoining land or the waterway.

9.0 – JETTIES AND LANDINGS

9.1 – General

All jetty, landings or mooring structures must be approved by the ARP. Allotment owners must make application to the Responsible Authority for a jetty outside their title boundary, subject to the approval of the ARP. Annual licenses for jetties are issued by the Responsible Authority. Allotments 11 and 12; 13 and 14; 15 and 16 are required to construct shares jetties on their common boundaries as illustrated on the attached site plan.

The location, form and structure of any proposed jetty, or landing must be designed as part of the overall dwelling development on the lots and must be to the satisfaction of the ARP and the Responsible Authority. Such structures must comply with the East Gippsland Shire Jetty Construction Policy.

9.2 – Number of Boats Moored

Allotments 11 to 16 have a single berth allocation on their shared jetties. On other allotments, a maximum number of two vessels per lot owner may be permanently moored at any one time within the canal waters, except in the case of multi-unit developments when specific approval to construct more substantial or numerically greater moorings will need to be obtained from the Responsible Authority and ARP. Small boats less than 4.0 metres long not used for commercial purposes are excluded from this provision.

9.3 – Commercial Vessels

AD247186G

17/11/2004 \$90 173



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Printed 11/12/2023

Page 39 of 79

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No approval shall be issued by the ARP or RPL for commercial boating operations within the residential areas.

9.4 – Boatsheds

A boatshed can be constructed on the canal frontage or waterway, provided it is built within an approved building envelope and conforms to other requirements within these guidelines.

10.0 – LIABILITY

Riviera Properties Limited and its successors and associated companies, Riviera Properties Projects Limited and its successors, and the Responsible Authority, shall be free from any liabilities and claims for damages and/or suits of any kind as a result of or arising out of the enforcement or implementation of all or any of these guidelines or any matters associated with the same or any application for approval hereunder or the decision made. The ARP is constituted as an expert panel and no appeal will be accepted.

11.0 – BUILDING ENVELOPES AND BUILDING SETBACKS FROM THE CANAL

The East Gippsland Shire has issued a Planning Permit for the construction of buildings within the whole of the building envelopes, subject to approval of the ARP. (Copy building envelopes attached).

12.0 – RESTRICTIVE COVENANT

The following restrictive covenant shall be inserted into the Transfer of Land:

The Transferee with the intent that the benefit of this covenant shall until the 31st December 2020, be attached to and run at law and in equity with the whole of the land comprised in Plan of Subdivision Number 524602Y (other than the land hereby transferred) and that the burden thereof shall be annexed to and run at law and in equity with the said lot 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 **DOETH HEREBY COVENANT** 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:

- (a) Permit the land hereby transferred or any part thereof to be used for the purpose of commercial breeding or boarding of, or training kennels for, cats or dogs or for the purpose of keeping poultry or pigeons thereon or for the parking garaging or servicing of any motor vehicle in excess of five tonnes gross vehicle mass (GVM) 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 caravan or similar vehicle and does not exceed 2.5 metres in height and is screened from view from the roadways and canals;
- (b) Permit the land hereby transferred or any part thereof to be used for parking garaging or servicing of any boat (on a trailer or hardstand), caravan, campervan, or similar vehicle unless it is screened from view from the roadways and canals.
- (c) Construct or externally alter or allow to be constructed or externally altered on the land hereby transferred any building or structure (including fences) other than in accordance with plans and specifications previously submitted to and approved in writing by the Transferor or its nominee..
- (d) Permit or authorise any part of the land hereby transferred to be used for the purposes of the drying of clothes, storage of garbage, or housing of gas, fuel or water tanks, or similar uses unless such areas are screened from public view from adjoining roadways and canals.
- (e) With the exception of Lots A, B, C and D on the said Plan no allotment shall be further subdivided so as to create an additional lot or lots.

Annexed to the Statement prescribed by Section 32 of the Sale of Land Act are the guidelines, aims and objectives to be adopted by the Transferor or its nominee.



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ATTACHMENT NO. 1 TO GUIDELINES: SOIL & WATER MANAGEMENT PLAN



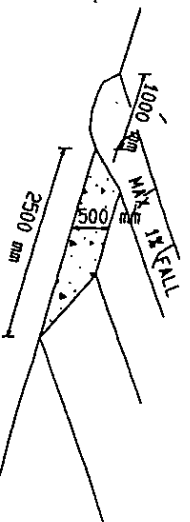
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Printed 11/12/2023
Page 41 of 79

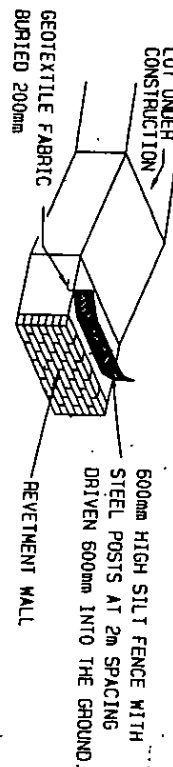
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GENERAL NOTES:

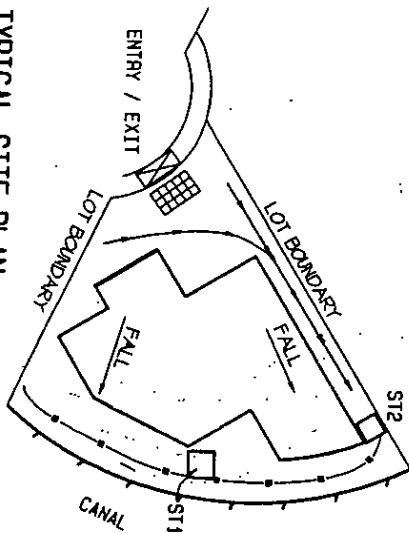
1. ALL VEHICLES MUST BE CARRIED OUT SO AS NOT TO IMPACT ON ADJACENT LOTS OR CANAL WATERS.
2. ALL VEHICLE ACCESS TO THE SITE MUST BE RESTRICTED TO A SINGLE ENTRY/EXIT POINT AND A PARKING AREA ON THE SITE. THE SINGLE ENTRY/EXIT POINT MUST BE STABILISED WITH A RIGID GRID TO MINIMISE THE TRACKING OF SEDIMENT ON TO PUBLIC ROADS. THE PARKING GRID MAY COMPRISE OF 100MM X 10MM HARDWOOD BOARDS SECURED AT 150MM INTERVALS OR 3M OF CHAIN LAID ALONG THE GROUND OR A CATTLE GRID BEARING ON BED ROCK OVER A 200MM DEPTH.
3. WASTE AND RECYCLING RECEIPT/NOTES MUST BE ESTABLISHED ON THE SITE AND EMPLOYED AT SUFFICIENT FREQUENCIES TO PREVENT OVERFLOWING.
4. WASTE FROM EQUIPMENT AND VEHICLE WASH DOWN AREAS AND TILE / BRICK CUTTING MUST BE MINIMISED.
5. ALL SEDIMENT CONTROL STRUCTURES MUST BE IN PLACE PRIOR TO THE COMMENCEMENT OF ANY SITE WORKS.
6. A DIVERSION BANK AND CHANNEL MUST BE CONSTRUCTED ABOVE THE UPPER LIMIT OF THE CUT/BATTER TO DIVERT UP-SLOPE WATER AROUND THE SITE.
7. SILT FENCES MUST BE CONSTRUCTED AT THE LOW SIDE OF THE SITE IMMEDIATELY BELOW THE LIMIT OF DISTURBANCE, LEAVING SUFFICIENT ROOM FOR STOCKPILES AND CONSTRUCTION ACTIVITIES.
8. A SEDIMENT TRAP MUST BE LOCATED AT THE LOWEST POINT ALONG THE SILT FENCE. SEDIMENT MUST BE STRIPPED, STOCKPILED AND IMMEDIATELY STABILISED ON SITE.
9. THE NUMBER OF STOCKPILES MUST BE MINIMISED AND LOCATED WITHIN DESIGNATED STOCKPILE AREAS IN THE SITE. STOCKPILES MUST NOT BE PLACED ON THE NATURAL STRIP, FOOTPATH NOR KERB AND NOT WITHIN 3M OF DRAINAGE FLOW PATHS. SEDIMENT CONTROLS SUCH AS SILT FENCES AND COVERING OF STOCKPILES MUST BE CONSTRUCTED AROUND INSTABLE STOCKPILES.
10. EARTHWORKS AND DISTURBED AREAS MUST BE MINIMISED AND ALL DISTURBED SLOPES STABILISED PROMPTLY.
11. ALL SEDIMENT CONTROL STRUCTURES MUST BE INSPECTED AFTER EACH RAINFALL EVENT AND ANY STRUCTURAL DAMAGE MUST BE RECTIFIED IMMEDIATELY.
12. ALL TRAPPED SEDIMENT FROM ALL SEDIMENT CONTROL STRUCTURES, UNTIL REMOVED, MUST BE DEPOSITED IN STABLE LOCATIONS AND ITS SURFACE STABILISED.
13. SEDIMENT DEPOSITION IN SEDIMENT CONTROL STRUCTURES MUST BE REMOVED AT SUFFICIENT FREQUENCIES TO ENSURE A MAXIMUM SEDIMENT DEPOSITION OF ONE THIRD OF THE TOTAL SEDIMENT RETENTION CAPACITY OF THE STRUCTURE.
14. SEDIMENT DEPOSITION BEHIND SILT FENCES MUST BE REMOVED AT SUFFICIENT FREQUENCIES TO ENSURE A MAXIMUM SEDIMENT DEPTH OF 200MM.
15. ALL PREPARED CONCRETE TRUCKS MUST BE MARGED DOWN ON-SITE PRIOR TO LEAVING THE SITE.
16. THE EROSION POTENTIAL OF STORED WATER GENERATED FROM THE SITE, INCLUDING PAVED AREAS AND DWELLING ROOFS MUST BE MINIMISED. THIS SHALL BE CARRIED OUT BY CONNECTING ROOF DOWNPIPS AND STORED WATER DRAINAGE LINES TO DISCHARGE POINTS IN THE CANAL REVENIENT MALL OR BACK OF KERB.
17. ALL DISTURBED AREAS MUST BE STABILISED WITH VEGETATIVE COVER AND/OR GEOTEXTILE MATERIAL IMMEDIATELY UPON COMPLETION OF WORKS.



DIVERSION BANK & CHANNEL












SILT FENCE DETAIL



TYPICAL SITE PLAN

LEGEND

- | | | | |
|----------------------------|---|-------------------------|---|
| CONTOURS |  | SEDIMENT TRAP |  |
| SILT FENCE |  | ST 1 |  |
| REVEINMENT WALL |  | ROLLABLE GRID |  |
| DIVERSION BANK AND CHANNEL |  | CONTROLLED ENTRY / EXIT | |

							
<p>RIVIERA PROPERTIES LTD</p>				<p>Crossco Australia Pty Ltd</p>			
<p>STANDARD SOIL AND WATER MANAGEMENT PLAN FOR DWELLING CONSTRUCTION</p>				<p>Addr: 11 300 559 528 132 MacLeod St P.O. Box 696 Belconnen VIC 2615</p>			
<p>RIVIERA HARBOURS</p>				<p>Tel: (02) 81560666 Fax: (02) 51525705</p>			
<p>DATE: 17/07/01</p>				<p>Scale: NOT TO SCALE</p>			
<p>SHEET REF: SHEET NO.: 1 of 1</p>				<p>Scale: 1:100</p>			
<p>FILE NAME: 1052 LOT PRO</p>				<p>Scale: 1:100</p>			
<p>SHEET SIZE: A3</p>				<p>Scale: 1:100</p>			

AD247186G

17/11/2004 \$90

73



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Page 42 of 79

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ATTACHMENT NO. 2 TO GUIDELINES: SITE PLAN



DAD247186G-33-9

AD247186G

17/11/2004 \$90

173



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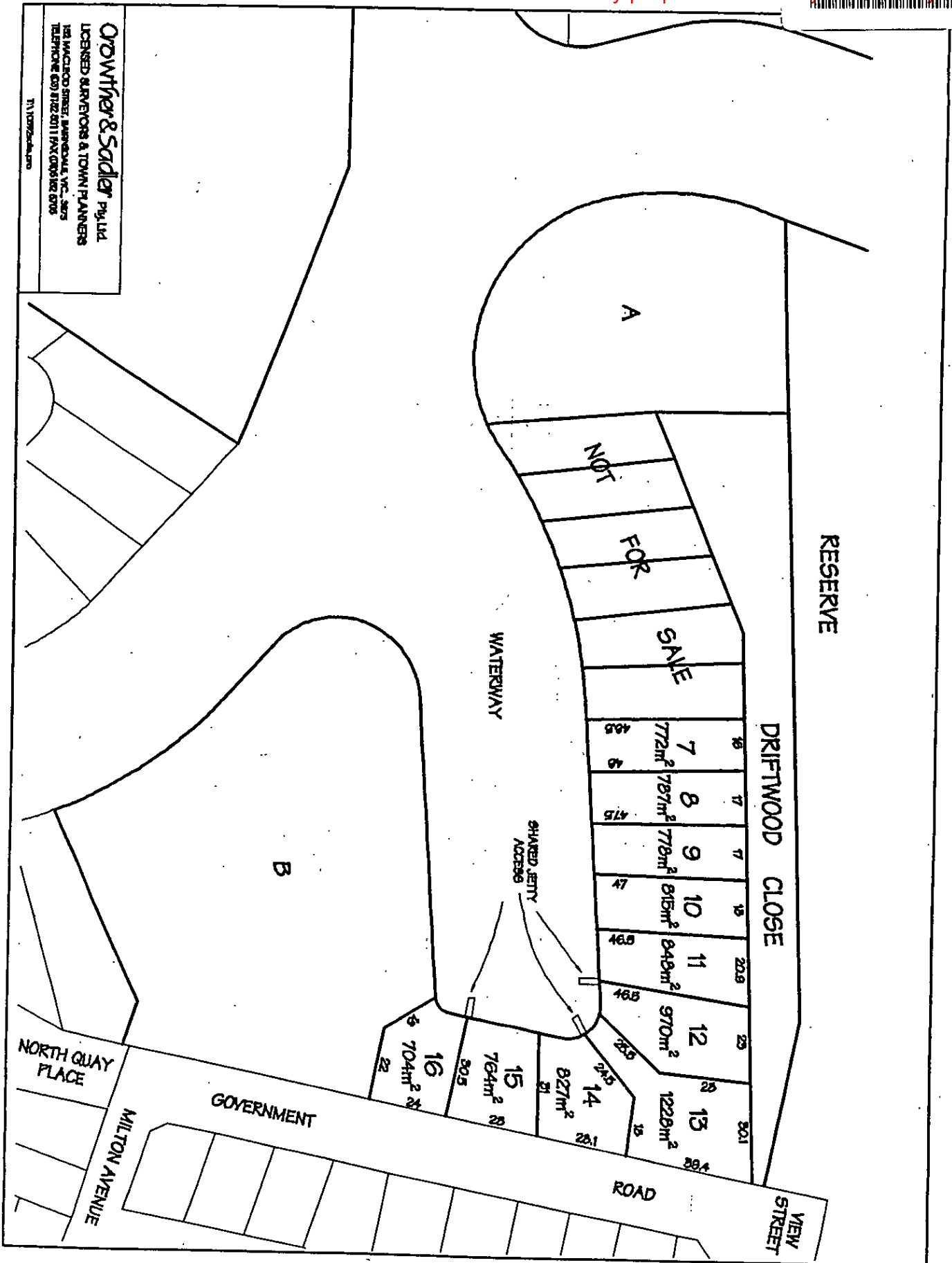
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7/11/2014 \$30



Crowther & Sadler Pty Ltd
 LICENSED SURVEYORS & TOWN PLANNERS
 125 MACLEOD STREET, BARRACLOUGH VIC 3005
 TELEPHONE (03) 9322 0111 FAX (03) 9322 0700

11/12/2014



DAD247186G-34-2

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AD247186G



ATTACHEMENT NO. 3 TO GUIDELINES: BUILDING ENVELOPE DIAGRAM



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BUILDING ENVELOPE DIAGRAM

RIVIERA PROPERTIES Ltd.

TO BE READ IN CONJUNCTION WITH DESIGN AND
DEVELOPMENT GUIDELINES FOR FURTHER REQUIREMENTS
AND RELEVANT PROVISIONS OF RESCODE

RIVIERA HARBOURS

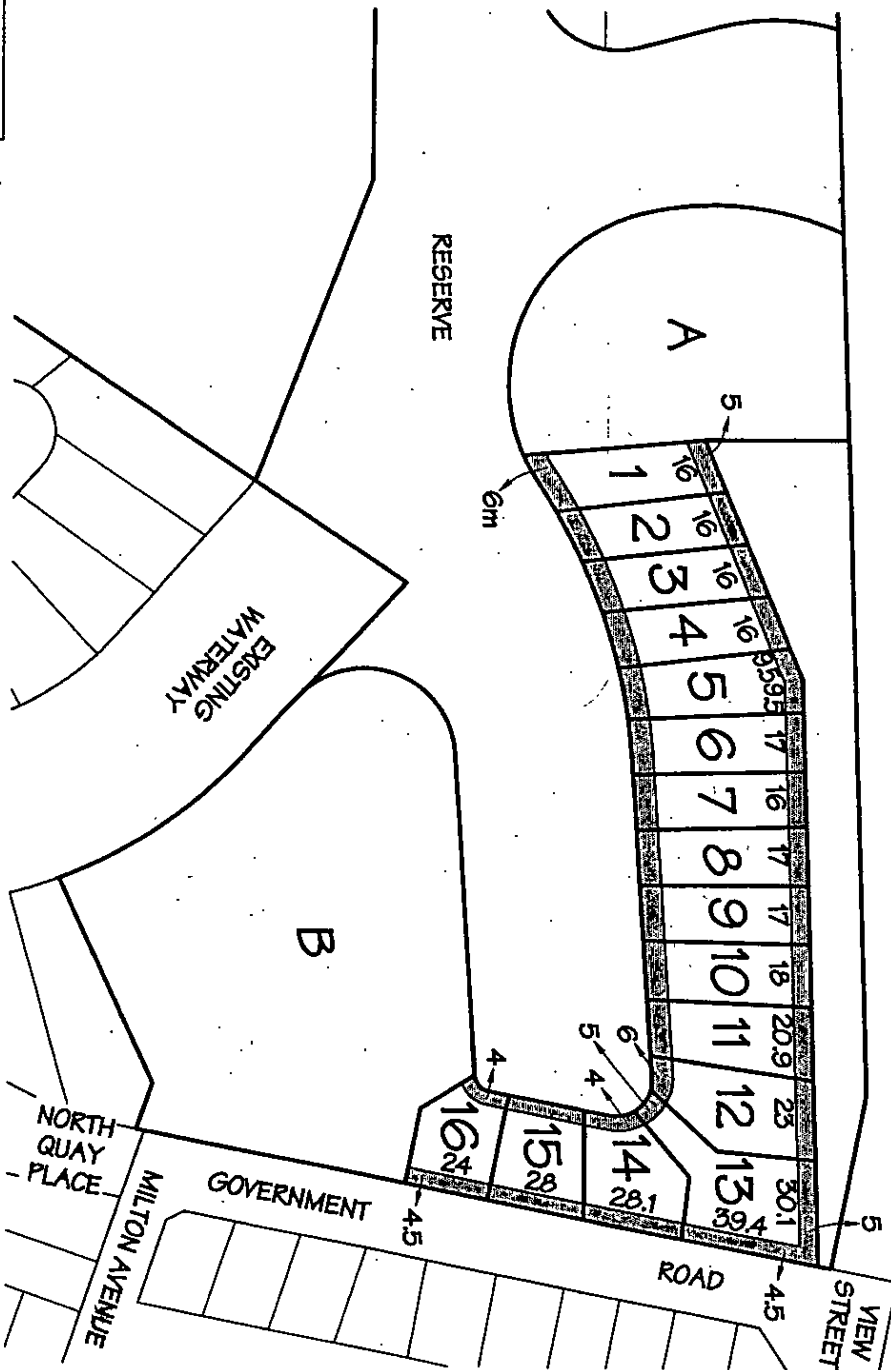
STAGE 10, LOTS 1-16

VERSION 1

SCALE 1:1500

NOTATIONS

 DENOTES AREA EXCLUDED
FROM BUILDING ENVELOPES



DAD247186G-36-0

Crowther & Sadler Pty Ltd

LICENSED SURVEYORS & TOWN PLANNERS
182 MACLEOD STREET, BAIRNSDALE, VIC., 3876
TELEPHONE (03) 5182 5011

13110972460m/pro

AD247186G

17/11/2004 \$90

173



AU930588D

Notification by responsible authority of amendment of an agreement
Section 183 Planning and Environment Act 1987

Privacy Collection Statement
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Lodged by
Name: *SDS CONVEYANCING SERVICES*
Phone:
Address:
Reference: *MN3581*
Customer code: *20126W*

The responsible authority notifies that the agreement has been amended and requires that the recording in the Register be altered accordingly.

- Land: (volume and folio)
- VOLUME 10844 FOLIO 055
 - VOLUME 10844 FOLIO 056
 - VOLUME 10844 FOLIO 057
 - VOLUME 10844 FOLIO 058
 - VOLUME 10844 FOLIO 060
 - VOLUME 10844 FOLIO 062
 - VOLUME 10844 FOLIO 063
 - VOLUME 10844 FOLIO 064
 - VOLUME 10844 FOLIO 065
 - VOLUME 10844 FOLIO 066
 - VOLUME 10844 FOLIO 067
 - VOLUME 10844 FOLIO 068
 - VOLUME 10844 FOLIO 069
 - VOLUME 10844 FOLIO 070
 - ~~VOLUME 11129 FOLIO 337~~ VOLUME 11229 FOLIO 337
 - VOLUME 11147 FOLIO 971
 - VOLUME 10949 FOLIO 731
 - VOLUME 10949 FOLIO 733
 - VOLUME 10949 FOLIO 735
 - VOLUME 10949 FOLIO 736
 - VOLUME 10949 FOLIO 737
 - VOLUME 10949 FOLIO 740
 - VOLUME 10949 FOLIO 741
 - VOLUME 10949 FOLIO 742
 - VOLUME 10949 FOLIO 744
 - VOLUME 10949 FOLIO 745
 - VOLUME 11074 FOLIO 842
 - VOLUME 11074 FOLIO 843
 - VOLUME 11335 FOLIO 746
 - VOLUME 11335 FOLIO 747
 - VOLUME 11397 FOLIO 833

Amended with consent of the Australian Legal Practitioner acting for the applicant. BK 19/20/2021

35271702A

V2

183APEA

AU930588D

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Notification by responsible authority of amendment of an agreement

Section 183 Planning and Environment Act 1987

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VOLUME 11695 FOLIO 440
VOLUME 11695 FOLIO 441
VOLUME 11019 FOLIO 504
VOLUME 11019 FOLIO 505
VOLUME 11034 FOLIO 600
VOLUME 11034 FOLIO 601
VOLUME 10844 FOLIO 075
VOLUME 10844 FOLIO 076

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

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

Agreement no.:

AD247186G

The agreement has been amended in accordance with the terms of the Deed of Amendment to an agreement, or a provision in a Statement of Compliance relative to a Plan of Subdivision, or pursuant to an Order of the Victorian Civil and Administrative Tribunal, a copy of which is attached together with a copy of the amended agreement.

Signing:

35271702A

183APEA

Page 2 of 3

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Land Use Victoria contact details: www.delwp.vic.gov.au/property>Contact us

V2

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Notification by responsible authority of amendment of an agreement

Section 183 Planning and Environment Act 1987

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registers and indexes.

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 29.7.2021

35271702A

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EAST GIPPSLAND SHIRE COUNCIL

Council

AND

RIVIERA PROPERTIES PROJECTS LIMITED (ABN 86 061 677 218)

the Owner

Agreement under Section 173 of the Planning and
Environment Act 1987

Subject Land	Driftwood Close & Government Road, North Quay, Paynesville PLAN OF SUBDIVISION NO. 524602Y (Riviera Harbours Stage 10)
Parent Certificate Of Title	Volume 10662 Folio 008

AU930588D

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PLANNING AND ENVIRONMENT ACT 1987
SECTION 173 AGREEMENT

THIS AGREEMENT is made the 21st day of July 2021

BETWEEN:-

EAST GIPPSLAND SHIRE COUNCIL of 273 Main Street, Bairnsdale, Victoria
("Council")

and

RIVIERA PROPERTIES PROJECTS LIMITED (ABN 86 061 677 218) of
Level 1, 63 The Esplanade, Paynesville, Victoria
("the Owner")

INTRODUCTION

- A. The Council is the Responsible Authority for the Planning Scheme under the Act.
- B. The Owner is the registered proprietor of the Subject Land.
- C. It is a condition of planning permit number 574/2003/P (Amended) ("the Planning Permit") that the Owner enter into this Agreement to develop and use the land in accordance with the Endorsed Plans and conditions of the Planning Permit. A copy of the Planning Permit is attached to this Agreement and marked "A".
- D. On 2 November 2004, Council and Riviera Properties Projects Limited ("the Former Owner") entered into this Agreement in accordance with the Planning Permit. The Agreement was recorded on the certificate of title to the Subject Land in dealing number AD247186G on 17 November 2004.
- E. Under clause 3.2 of the Agreement, the Subject Land is required to be used and developed in accordance with the "Riviera Harbours – Guidelines for Construction, Siting of, External Alterations and Additions to Buildings and Structures on Riviera Harbours" ("the Guidelines").
- F. Under the Guidelines, the Former Owner is entitled to appoint the Architectural Review Panel (ARP). The consent of the ARP must be obtained before the Subject Land is developed.
- G. Since the Agreement was entered into, the Former Owner has been formally wound up and deregistered. It is no longer possible to obtain the consent of the ARP under the Guidelines.
- H. The Council has decided to amend the Agreement under section 178E of the Act in order to remove the Owner's obligation to use and develop the Subject Land in accordance with the Guidelines and to include certain obligations under the Guidelines in the Agreement.

I. The Parties enter into this Agreement:

- (a) to give effect to the requirements of the Planning Permit;
- (b) to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land;
- (c) to remove the Owner's obligation to use and develop the Subject Land in accordance with the Guidelines; and
- (d) to include certain obligations under the Guidelines in the Agreement.

IT IS AGREED:

1. DEFINITIONS

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

- 1.1 **"the Act"** means the Planning and Environment Act 1987.
- 1.2 **"this Agreement"** means this agreement and any agreement executed by the parties expressed to be supplemental to this Agreement.
- 1.3 **"Beaching"** means sand and stone mounding abutting the revetment wall intended to protect the revetment wall and prevent water vehicles from running aground.
- 1.4 **"the Building Envelope"** means a building envelope shown on the Endorsed Plan.
- 1.5 **"Canal Lot"** means a Lot that adjoins a canal.
- 1.6 **"the Endorsed Plan"** means the plan, endorsed with the stamp of the Council that forms part of the Planning Permit. A copy of the plan, as at the date of this Agreement, is attached to this Agreement and marked with the letter "B".
- 1.7 **"Lot"** means a lot on the Endorsed Plan.
- 1.8 **"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.
- 1.9 **"Planning Permit"** means the Planning Permit referred to in recital C of this Agreement.
- 1.10 **"Planning Scheme"** means the East Gippsland Planning Scheme and any other planning scheme which applies to the Subject Land.
- 1.11 **"Soil and Water Management Plan"** means the "Soil and Water Management Plan – Riviera Harbours Allotment Development", as amended from time to time. A copy

of the Soil and Water Management Plan is available for inspection at Council offices during normal business hours upon giving Council reasonable notice.

- 1.12 **"Subject Land"** means the land situated at Driftwood Close, Paynesville being Lot A on Plan of Subdivision No. 501030Y and being the land described in Certificate of Title Volume 10662 Folio 008.

Any reference to the Subject Land in this Agreement will include a reference to any lot created by the subdivision of the Subject Land or any part of it.

- 1.13 **"Tree"** means a tree capable of reaching a height of 5 metres or more.
- 1.14 **"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.

2. INTERPRETATION

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 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.
- 2.6 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.7 The Owner's obligations under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land PROVIDED THAT if the Subject Land is subdivided, the Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3. SPECIFIC OBLIGATIONS OF THE OWNER

The Owner covenants and agrees that:

3.1 Development in accordance with Planning Permit

the Subject Land shall only be developed in accordance with the Endorsed Plans and conditions of the Planning Permit or any subsequent amendment to the permit approved by Council.

3.2 [Clause 3.2 deleted]

3.3 Obligations from the Guidelines – General

the Owner covenants and agrees that, unless with the prior written consent of Council:

- 3.3.1 the Owner must not construct, or permit to be constructed, a building (excluding unroofed decking, landings and jetties) outside the Building Envelope on the Subject Land;
- 3.3.2 no more than one dwelling may be developed on a Lot;
- 3.3.3 any dwelling erected on a Subject Land must:
 - (a) have a minimum floor level of 2.5 metres Australian Height Datum;
 - (b) have a floor area of not less than 150 square metres within the outer walls thereof calculated by excluding the area of any carport, garage, terrace, pergola or verandah; and
 - (c) be built only of new materials;
- 3.3.4 all buildings visible from the street or canal must be designed, constructed and maintained to be similar to the main building on that lot;
- 3.3.5 any areas used for the purpose of drying, storage tanks or refuse storage must not be visible from the street or canal;
- 3.3.6 vehicle driveways and other paved areas visible from the street or canal must be constructed of clay brick, masonry pavers, stone sheeted bitumen, hot mix, patterned and coloured concrete or exposed aggregate concrete;
- 3.3.7 the Owner must develop the Subject Land in accordance with the Soil and Water Management Plan;
- 3.3.8 no Trees may be planted within 3 metres of the revetment wall;

- 3.3.9 any service areas on a Canal Lot must not be visible from the street or canal;
- 3.3.10 the Owner must not erect, or permit to be erected any fence on a Canal Lot:
- (a) exceeding 1.8 metres in height;
 - (b) along the canal boundary or the revetment wall; or
 - (c) within 5 metres of the canal boundary; and
- 3.3.11 the Owner must not erect, or permit to be erected any fence on any boundary of a Lot adjoining a road reserve.

3.4 Obligations from the Guidelines – Revetment wall

the Owner covenants and agrees that:

- 3.4.1 the Owner must maintain and repair all works associated with:
- (a) the revetment wall structure adjoining the Owner's Lot, including the footings and footing foundations, the canal walling and associated grid cabling system;
 - (b) the canal Beaching adjoining the Owner's Lot; and
 - (c) boat ramps, jetties, landings and decks adjoining the Owner's Lot;
- at the full cost of the Owner to the satisfaction of Council;
- 3.4.2 the Owner must not alter, demolish, or attach any shackles, cables or fixing eyes to, any part of the revetment wall unless with Council's prior written consent;
- 3.4.3 the revetment wall structure, footings and footing foundations adjoining the Owner's Lot must be inspected every five years, and after any flood event, by an independent and appropriately qualified professional to the satisfaction of Council in order:
- (a) to check the structural stability and integrity of the wall; and
 - (b) to recommend any necessary works and actions, which must be carried out. A copy of the inspection assessment and recommendations must be lodged with Council within one month of the inspection and assessment having been carried out;
- at the full cost of the Owner to the satisfaction of Council;

- 3.4.4 the Owner must ensure that no operations, actions or practices are carried out on the Subject Land which result in contamination or pollution of the canals system; and
- 3.4.5 the Owner must not construct, or permit to be constructed, any jetty, landing, boatshed or mooring structure unless with the prior written consent of Council.

3.5 Council's Costs to be Paid

This Agreement will be prepared at the Owner's cost and to the satisfaction of the responsible authority, and must be registered on title in accordance with Section 181 of the Planning and Environment Act 1987.

The Owner must pay to the Council, the 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 and until those costs are paid they will remain a debt of the Owner to the Council.

4. FURTHER OBLIGATIONS OF THE OWNER

The Owner further covenants and agrees that:

4.1 Notice and Registration

the Owner will bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns;

4.2 Further actions

4.2.1 the Owner will do all things necessary, including signing any further agreements, undertakings, covenants and consents, approvals or other documents necessary for the purpose of ensuring that the Owner carries out the Owner's covenants under this Agreement and to enable the Owner to enforce the performance by the Owner of such covenants and undertakings;

4.2.2 the Owner will consent to the 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, acknowledgment 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;

4.3 Exemption

The Owner will exempt the Council, its employees, contractors and agents from and against all costs, expenses, losses or damages whatsoever which they or any of them may sustain incur or suffer, or be or become liable for or in respect of any

suit, action, proceeding, judgment or claim brought by any person whatsoever arising from or referable to this Agreement or any non-compliance thereof.

5. AGREEMENT UNDER SECTION 173 OF THE ACT

The Council and the Owner agree that without limiting or restricting their respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.

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:

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

8. GENERAL MATTERS

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:

- 8.1.1 by delivering it personally to that party;
- 8.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time;
- 8.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party hand delivery or prepaid post.

8.2 A notice or other communication is deemed served:

- 8.2.1 if delivered, on the next following business day;
- 8.2.2 if posted, on the expiration of two business days after the date of posting; or

8.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

8.3 No Waiver

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

9. COMMENCEMENT OF AGREEMENT

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

10. ENDING OF AGREEMENT

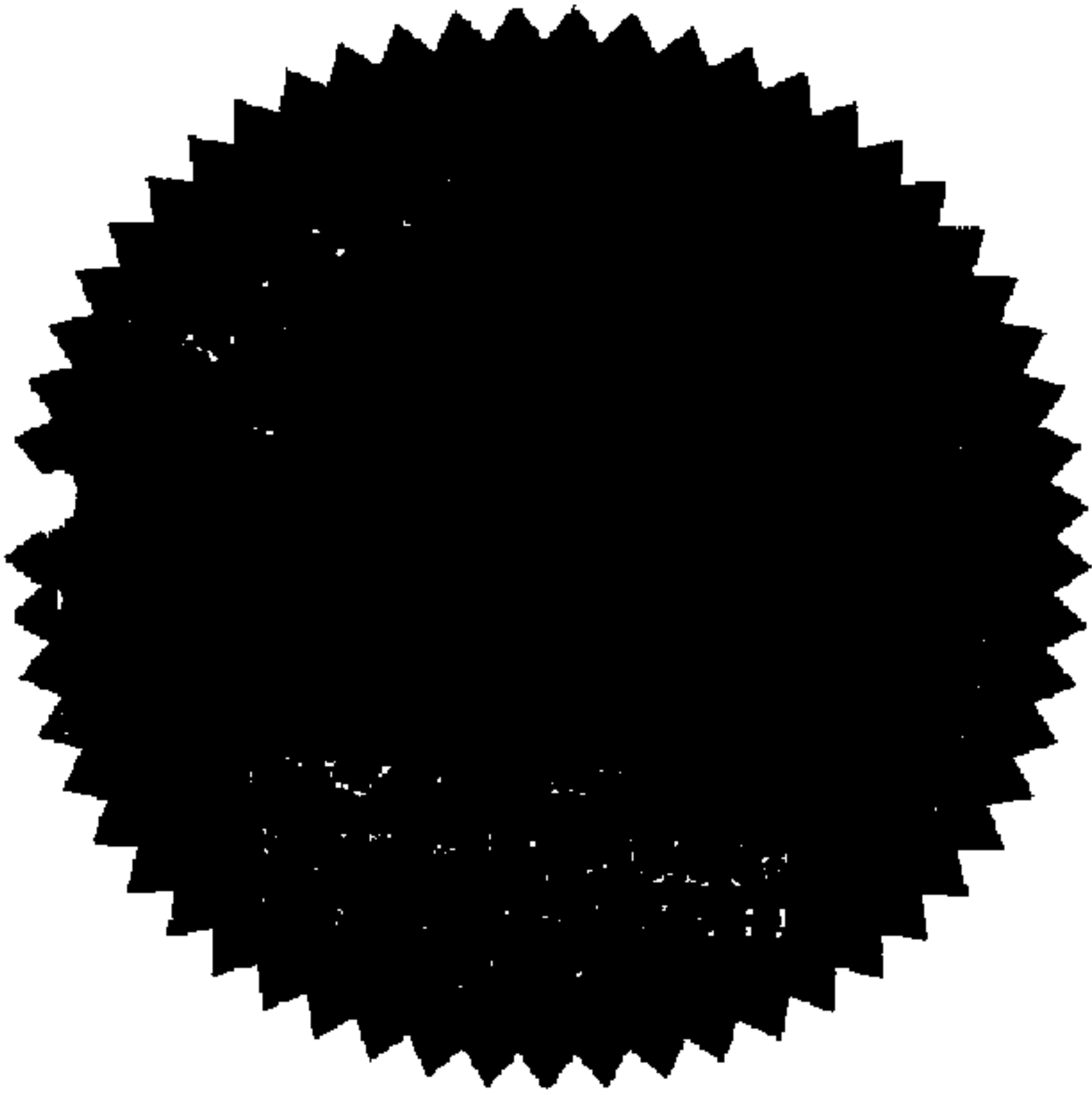
This Agreement may be ended by agreement between Council and the Owner.

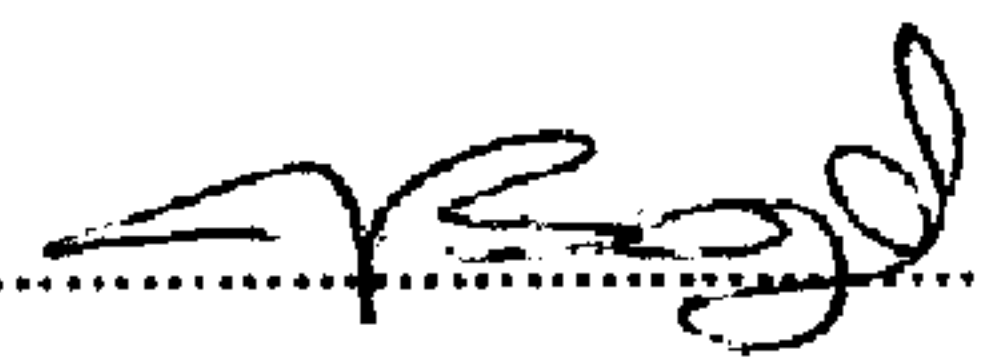
SIGNED, SEALED AND DELIVERED as an agreement under Division 2 of Part 9 of the Act and as a Deed between the Parties.

The Common Seal of the East Gippsland Shire Council
was hereunto affixed on the 21st day
of July 21, in the presence of:


.....

A/ Chief Executive




.....

Witness

Planning Report

Buildings and Works (Deck and Landing)
11 Driftwood Close, Paynesville

Our reference – 20622

19 September 2023



FS 520900



Contents

1.	Introduction	3
2.	Subject Land & Surrounding Context	4
3.	The Application & Proposal	7
4.	Cultural Heritage	9
5.	Planning Policy	10
5.1	Planning Policy Framework	10
5.2	Municipal Planning Strategy	10
6.	Planning Elements	11
6.1	Design and Development Overlay 2	11
6.2	Land Subject to Inundation Overlay	13
6.3	Section 173 Agreement AU930588	14
7.	Conclusion	15
8.	Attachments	
	Application Form	
	Proposed Site Plan, Floor Plan and Elevations (<i>Tom Hardy Designs</i>)	
	Copy of Title (Lot 8 on PS524602)	

*Note: Planning Application fee: \$675.80
 Secondary Consent fee: \$221.00
 Total fees payable: \$896.80*

1. Introduction

This Planning Report is prepared in support of proposed buildings and works (deck and landing) at 11 Driftwood Close, Paynesville. The Report addresses the provisions of the General Residential Zone, Design and Development Overlay 2 and Land Subject to Inundation Overlay as contained within the East Gippsland Planning Scheme.



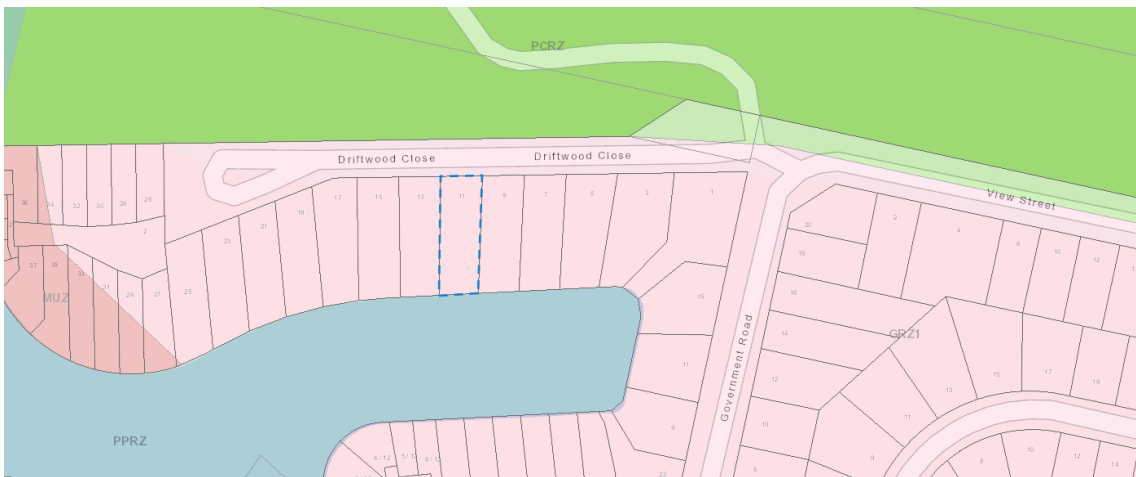
Aerial image of the subject land and immediate surrounds (Source: IntraMaps)

2. Subject Land & Surrounding Context

The subject land is formally described as Lot 8 on Plan of Subdivision PS524602Y and is a vacant parcel of residential land of approximately 816m² in area.



Aerial view of subejct land and surrounds (Source: Google Earth)



Extract from Zone mapping, with subject land outlined in blue (Source: VicPlan)

The site has frontage to Driftwood Close to the north which is a fully constructed sealed bitumen road provided with semi mountable kerb and drainage infrastructure. The site also benefits from water frontage to constructed waterway to the south.

The property is currently being developed for the purposes of a dwelling, with occupancy expected to commence imminently.



Image of the subject land looking south from Driftwood Close

The northern portion of the property is generally higher in elevation with levels in the vicinity of 3.3m AHD. The southern portion of the property within close proximity to the constructed waterway falls in elevation to around 0.67m AHD.



Southern elevation of existing dwelling, showing change landform towards constructed waterway

The subject land is contained within General Residential Zone, Design & Development Overlay – Schedule 2 and Land Subject to Inundation Overlay of the *East Gippsland Planning Scheme*.

The neighbouring property to the immediate west is developed by a two storey dwelling accessed from Driftwood Close.



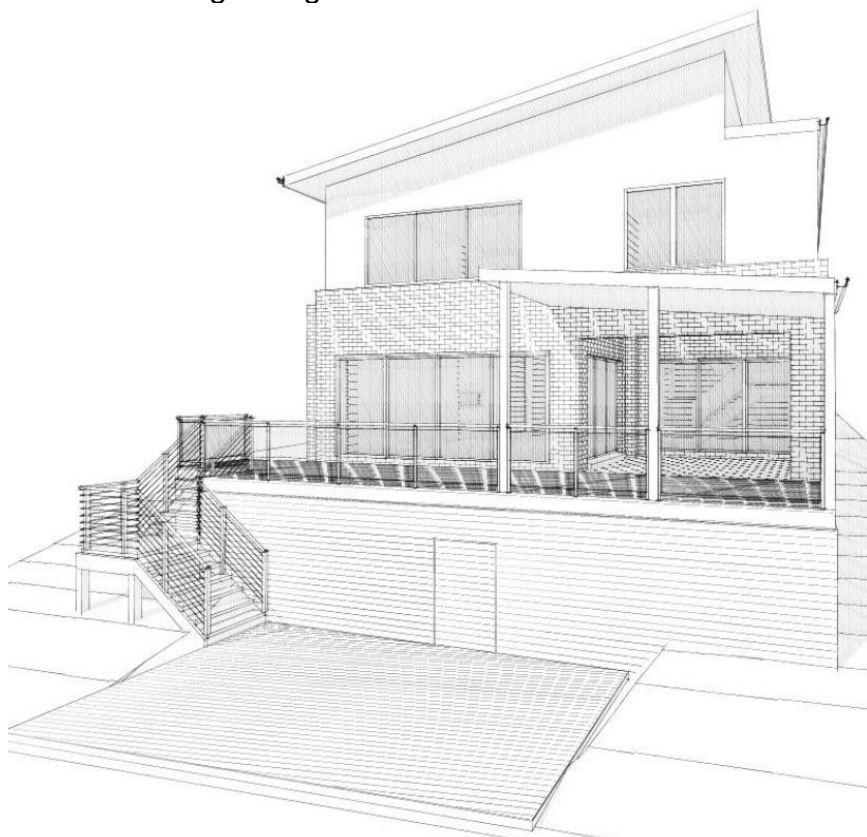
Image of 13 Driftwood Close to the west of the subject land looking south

East of the subject land is a vacant General Residential Zoned land parcel. South of the land is the Paynesville canal and further south residential allotments fronting the canal. North of the property across Driftwood Close is a Council reserve developed with a walking path and car park.

Covenant AE089901D as registered on title expired on 31 December 2020. Section 173 Legal Agreement AD247186G was amended 21 July 2021 with AU930588D as encumbering the land providing limitations on development.

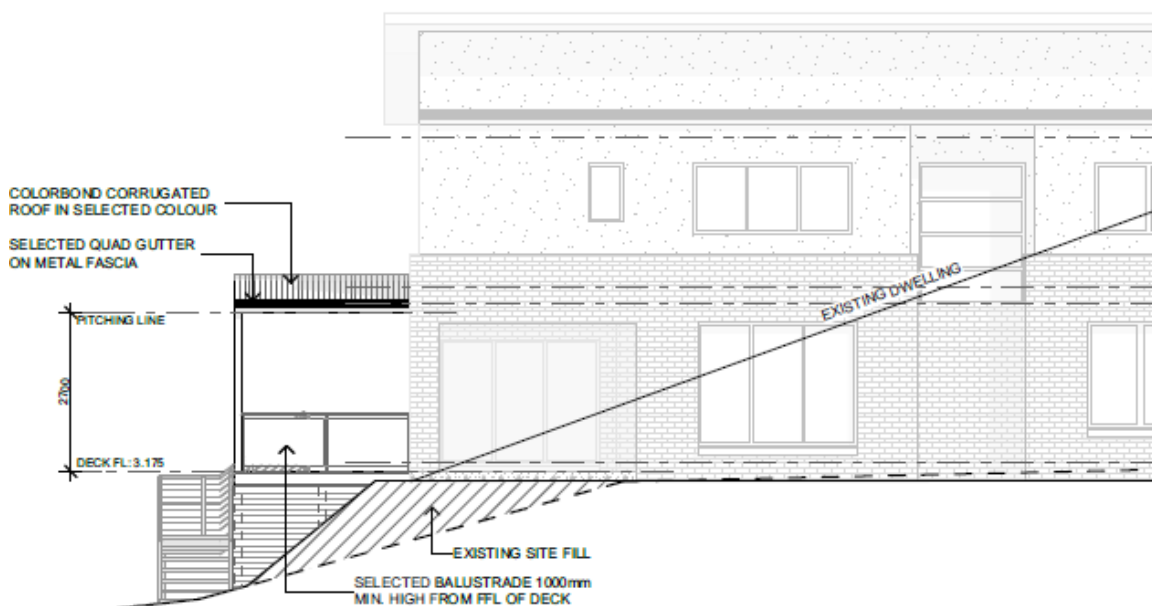
3. The Application & Proposal

It is proposed to undertake buildings and works to develop a deck and landing to the south of the dwelling facing the canal.



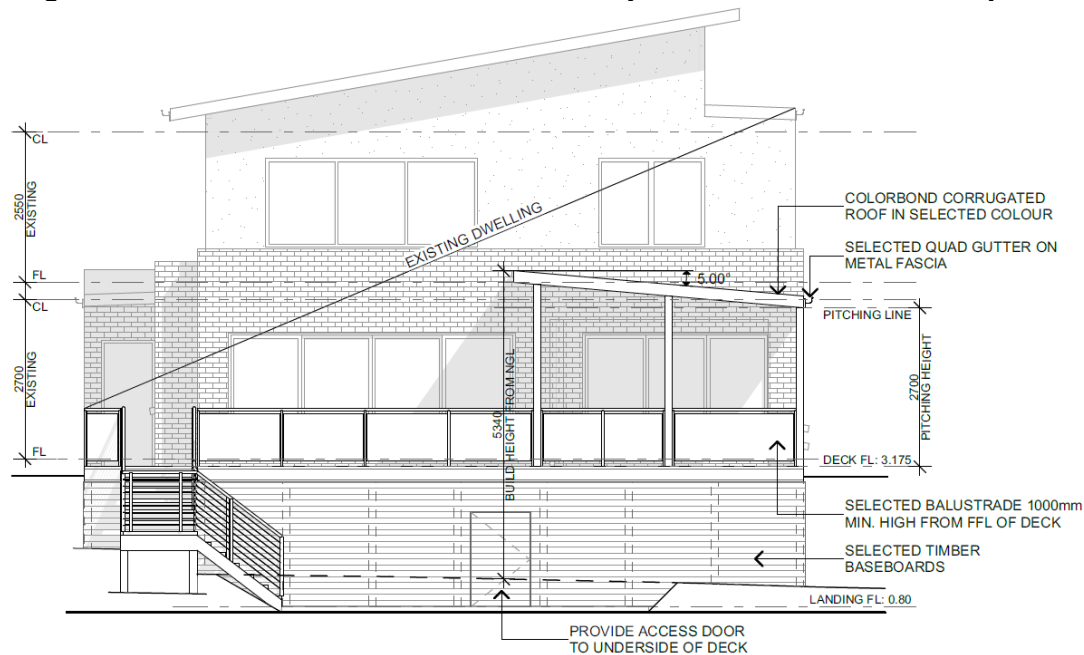
Artist's impression of proposed deck and landing (Source: Tom Hardy Designs)

Plans prepared by Tom Hardy Design document the proposed deck which will be an open structure with approximately 50% roof coverage. The deck will provide stair access to the landing and allows access to the underside of the deck.



Extract from East Elevation (Source: Tom Hardy Designs)

Both the deck and landing will be constructed from timber with the deck floor level being 3.175 metres AHD, with all elements fully contained within the subject land.



Extract from South Elevation (Source: Tom Hardy Designs)

The land is subject to a building envelope which has a six metre setback from the canal. The majority of the proposed deck, stairs and landing are all located closer than six metres from the canal and are therefore outside of the approved building envelope.

The Design and Development Overlay (Schedule 2) requires a planning permit if buildings and works are not within a building envelope and are closer to 10 metres from the boundary of a constructed waterway.

Planning approval is required pursuant to the following Clauses of the East Gippsland Planning Scheme:

Planning Scheme Clause No.	Description of what is Proposed
43.02-2 Design & Development Overlay (Schedule 2)	Buildings and works outside an approved building envelope
44.04-2 Land subject to inundation Overlay	Buildings and works

Council consent at Clause 3.3 of Section 173 agreement AU930588D is required for roofed decking proposed to be constructed outside the building envelope. A request for Council consent is discussed in detail within section 6.4 of this report.

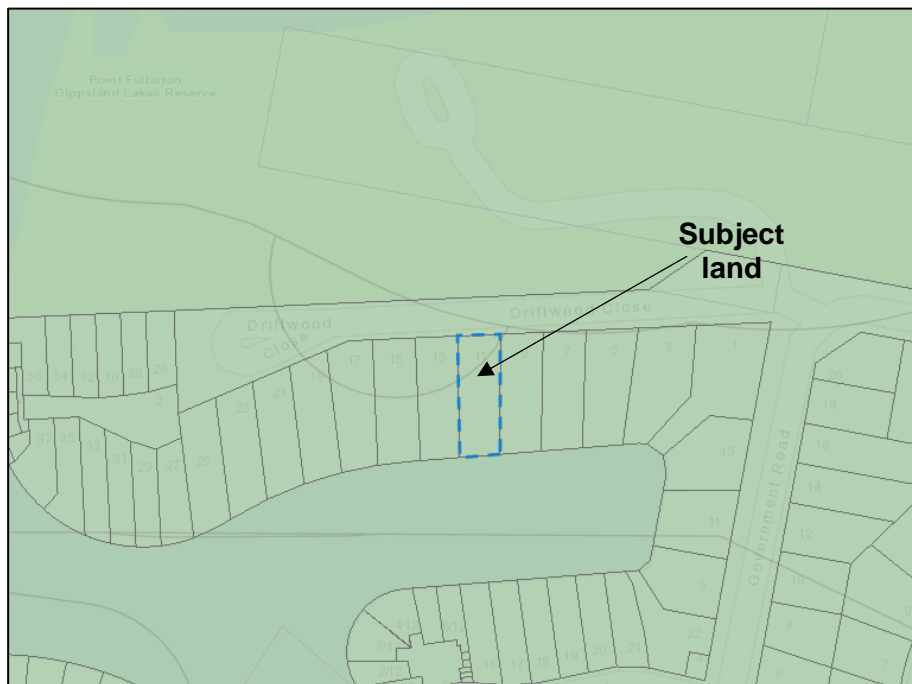
The buildings and works do not require a permit under the General Residential Zone, as the land exceeds 300 square metres. In accordance with Clause 32.08-4 the minimum garden area remains compliant.

4. Cultural Heritage

The proposal does not trigger any mandatory requirements to provide a Cultural Heritage Management Plan (CHMP) under the *Aboriginal Heritage Act 2006*.

Pursuant to Regulation 7 of the *Aboriginal Heritage Regulations 2018*, a CHMP is required for an activity if:

- (a) *all or part of the activity area for the activity is in an area of cultural heritage sensitivity; and*
- (b) *all or part of the activity is a high impact activity*



Extract from Cultural Heritage Sensitivity mapping, with sensitive areas shown in green (Source: VicPlan)

The subject land is mapped as being within an area of cultural heritage sensitivity. In accordance with Regulation 12 buildings and works ancillary to a dwelling is an exempt activity. Therefore, there is no mandatory requirement to provide a CHMP in support of the application.

5. Planning Policy

5.1 Planning Policy Framework

Paynesville is identified as a growth area town at Clause 11.01-1L-02, the proposed decking and landing is sympathetic with the housing designs and outdoor living elements of dwellings fronting the Paynesville canals.

The lower level landing has the ability to be reconsidered into the future with any evident sea level rise. The decking will be well above predicted sea level rise on top of a 1 in 100 year flood event as sought in Clause 13.01-2S Coastal inundation and erosion.

Floodplain management at Clause 13.03-1S has been considered by the proposal. It is acknowledged that the lower southern area of the subject land is liable to flooding. However, the landing and underside of the deck will be constructed in timber and will be resilient to periodic flooding. The raised deck floor is well above the 1%AEP and will not be subject to flooding.

To achieve building design and siting outcomes that contribute positively to the local context, enhance the public realm and support environmentally sustainable development is the objective of Clause 15.01-2 Building design.

The proposed buildings and works will represent the character and built form of the local context evident within the Paynesville canals precinct. Dwellings within the precinct front the canals and incorporate outdoor living spaces such as decking and landings. The proposed works will enhance the public realm (canal) and will allow for casual surveillance.

5.2 Municipal Planning Strategy

Council has developed strategic directions within the Municipal Planning Strategy to guide use and development within the Shire.

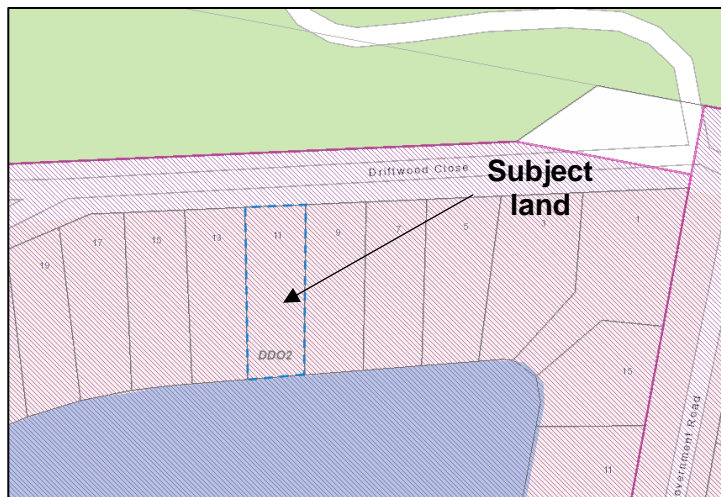
Council's strategic direction is to encourage a range of housing types and styles in Clause 02.03-1 Settlement and housing – growth area towns. The proposed buildings and works will positively add to the built form environment and complements the housing styles within the area.

Assessing climate-induced sea level rise, combined with more severe storm surges is a strategic direction within Clause 02.03-3 Environmental risks and amenity. The subject land is located within an existing urbanised area of Paynesville. Council has determined that a broader strategic approach to managing climate-induced sea level rise is required as opposed to site specific decisions. It is acknowledged that the landing may become vulnerable into the future however, as sea level rise becomes apparent landowners can determine the response at that time should a whole of township response has not been formulated and enacted.

6. Planning Elements

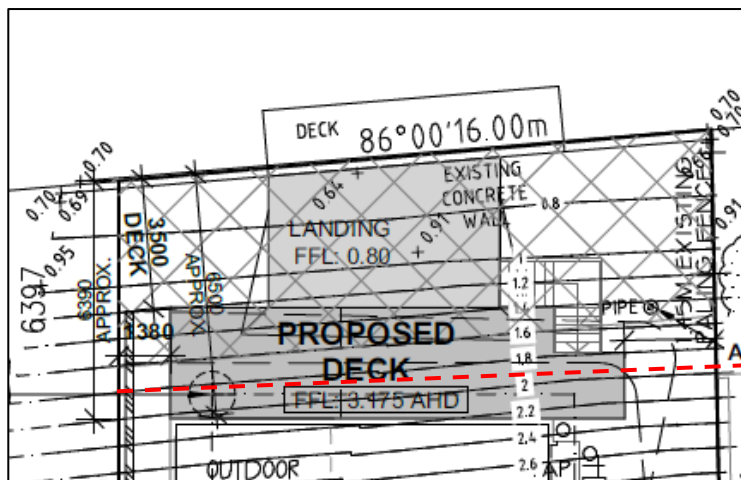
6.1 Design and Development Overlay 2

The land is contained within the Design and Development Overlay 2.



Planning scheme overlay mapping (Source: VicPlan)

The property is subject to a building envelope which has a six metre setback from the canal.



Extract of the site plan showing buildings and works outside of the building envelope (red dashed line) to the south of the property (Source: Tom Hardy Designs)

The buildings and works proposed outside of the building envelope include the landing, stairs and the majority of the proposed deck.

Schedule 2 to the Overlay relates to *Constructed Waterways, Paynesville*. The objectives of the schedule are met by the proposal. The proposed deck and landing will not adversely impact the amenity of neighbours, canal frontages within the area are generally developed to facilitate outdoor living, there will be no unreasonable overlooking from the structures or overshadowing.



Image of the western neighbour's outdoor southern deck and landing

It is considered that the proposed works will enhance the visual amenity of public areas within the constructed waterways by adding visual interest and assisting to “break down” and articulate the southern elevation.

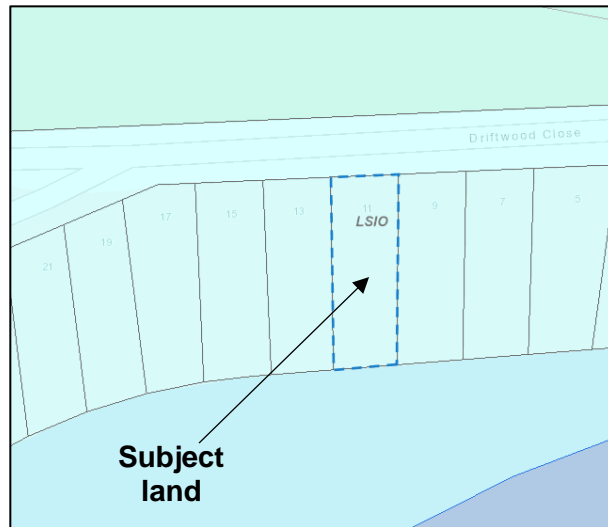
Response to Decision Guidelines

The proposal is consistent with the decision guidelines:

- There are no siting and design guidelines adopted by Council within the area.
- Building materials will be of a low reflective nature, muted and of natural tones complementing the landscape.
- The proposed deck and landings are open structure form and will be sympathetic with the general appearance of the area.

6.2 Land Subject to Inundation Overlay

The subject land is mapped within the Land Subject to Inundation Overlay.



Planning scheme overlay mapping (Source: VicPlan)

Overlay Purposes and Decision Guidelines

The proposal responds positively to the Overlay purposes and decision guidelines:

- The proposed works would only result in a very minor change of temporary storage of floodwaters.
- There will be no significant rise in flood level or flow velocity as a result of the works.
- The proposed deck is elevated reducing risk to life and responds to the potential flood hazard.
- Subfloor areas on the underside of the enclosed deck are not habitable and are limited to storage.
- Timber construction will be resilient to periodic flooding.
- The decking and landing will not intensify occupation of the land.
- There is little ability to site the works so as to avoid the potential flood risk.
- Flood warning times are sufficient to allow plenty of ability to prepare for an event and leave the property should occupants choose.
- The health of the waterways will not be detrimentally impacted by the buildings as they are not facilitating the use of the land for noxious or offensive purposes.

6.3 Section 173 Agreement AU930588D

The property is subject to a building envelope as shown on the Endorsed Plan of Planning permit 574/2003/P (Amended) which approved the subdivision creating the subject land. The building envelope has a 6 metre setback from the canal revetment wall. Under the obligations of the Agreement, unroofed decking, landings and jetties are allowed to be constructed outside of the building envelope.

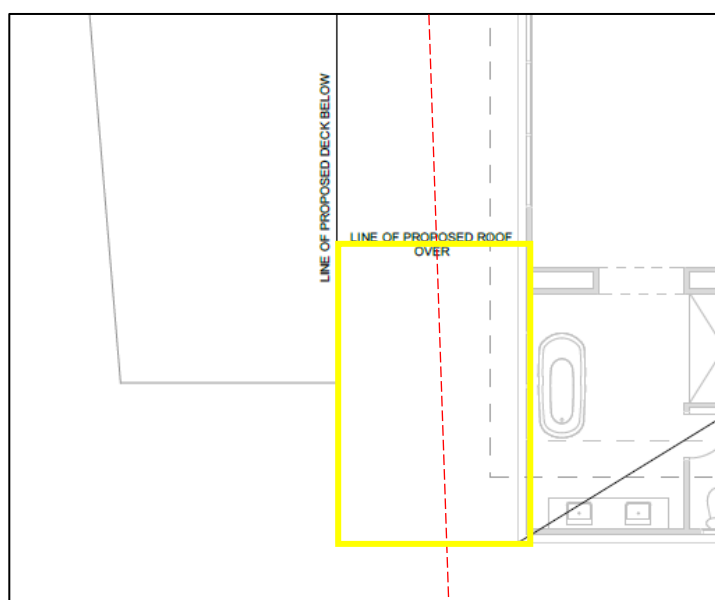
The intent of the original developer of the subject land was to ensure ongoing high quality residential development, with these aims enshrined within the Legal Agreement.

Section 3.3 of Section 173 agreement AU930588D states:

The Owner covenants and agrees that, unless with the prior written consent of Council:

3.3.1 the Owner must not construct, or permit to be constructed, a building (excluding unroofed decking, landings and jetties) outside the Building Envelope on the Subject Land

In this instance it is proposed to develop part of the deck with a roof structure which is located outside of the building envelope. Within section 3.3 of the agreement, written consent of Council is required to construct a roofed deck outside of the building envelope on the subject land.



Proposed roofed deck (highlighted yellow) on first floor plan, with dashed red line representing building envelope (Source: Tom Hardy Designs)

We respectfully seek Council's written consent to construct a roofed deck outside the Building Envelope on the subject land, pursuant to Section 3.3 of Agreement AU930588D.

It is considered that the proposed roofed deck will achieve the objectives of planning in Victoria and the objectives of the Planning Scheme. It will provide for indoor and outdoor living, representing a positive built form outcome facing the canals, maintaining an open structure where views can be obtained through the roofed deck to the canal, providing weather protection for occupants.

The proposed decking will provide for multi-levelled landings and decks which is strongly encouraged and maintains the quality of development within the canal precinct. We believe these merits are worthy of Council consent under the provisions of the agreement.

7. Conclusion

The proposed buildings and works (deck and landing) are considered to accord with all relevant provisions of the Design and Development Overlay 2 and Land Subject to Inundation Overlay of the East Gippsland Planning Scheme. The proposal is consistent with the Planning Policy Framework and Municipal Planning Strategy and has been designed to be sympathetic with the character of the area.

For these reasons we respectfully request that Council consider the merits of the application favourably and resolve to issue a Planning Permit.

Crowther & Sadler Pty Ltd

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PROPOSED BUILDING AREA SCHEDULE

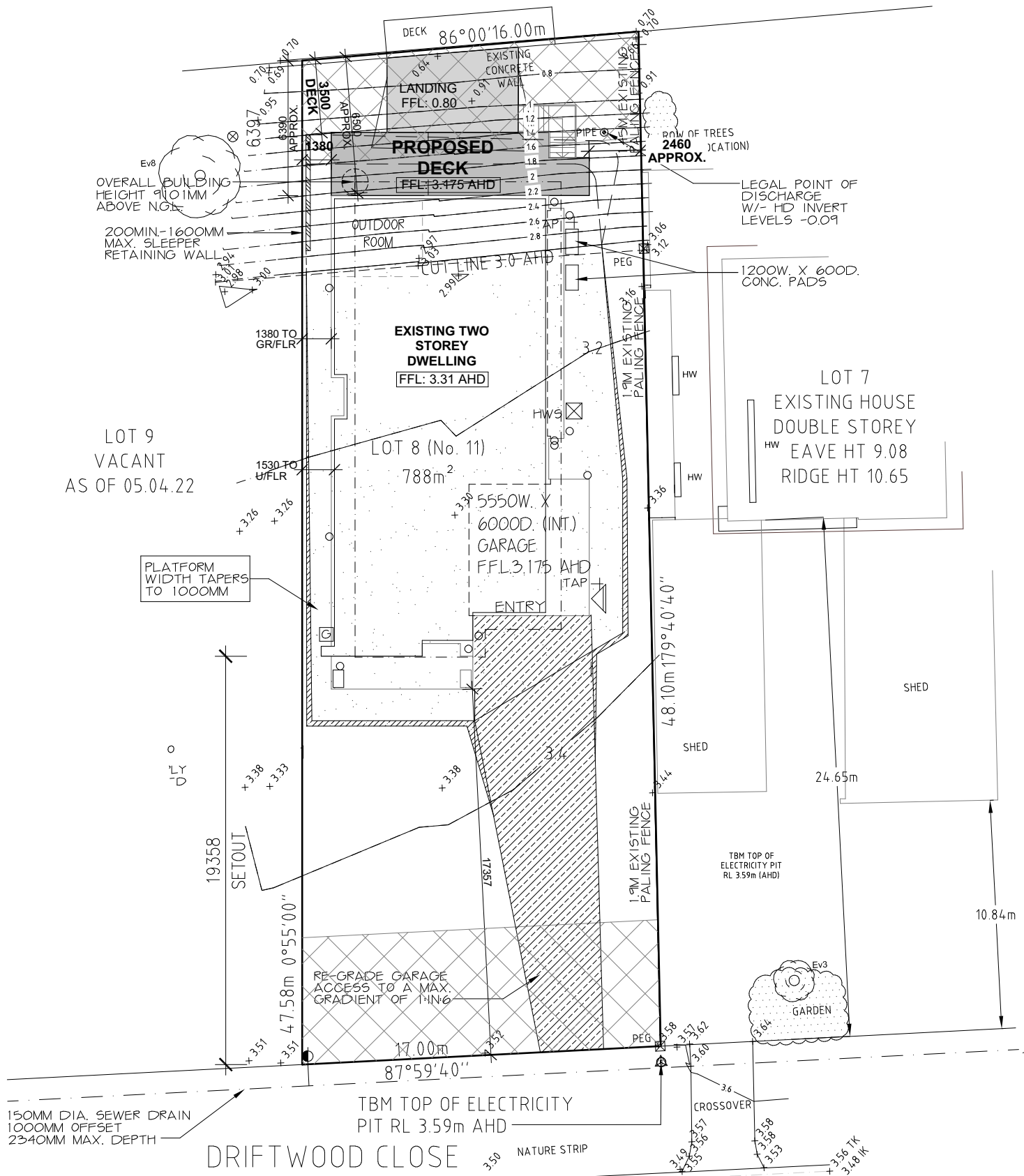
EXISTING GF LIVING	219.98m ²
EXISTING FF LIVING	207.32m ²
TOTAL LIVING	427.30m ²
EXISTING PORCH	11.55m ²
EXISTING ALFRESCO	16.51m ²
EXISTING BALCONY	11.10m ²
PROPOSED DECK	34.37m ²
PROPOSED LANDING	23.95m ²
TOTAL DECK	97.48m ²

TOTAL 524.78m²

TOTAL OPEN SPACE 539.96m²

PROPOSED LAND AREA SCHEDULE

SITE AREA	788m ²
BUILDING FOOTPRINT COVERAGE	264.19% 33.53% (OF SITE AREA)
HARD PAVED AREA (EXISTING DRIVEWAY)	96.00m ² 12.18% (OF SITE AREA)
TOTAL SITE COVERAGE (BUILDING FOOTPRINT + HARD PAVED AREA)	360.19m ² 45.71% (OF SITE AREA)
TOTAL PERMEABLE SURFACES	427.81m ² 54.29% (OF SITE AREA)



SITE PLAN

1:250

TOWN PLANNING

ISSUE:	REVISION:	AMENDMENT:	DATE:
PRELIMINARY	B	CLIENT CHANGES	04.08.2023
PRELIMINARY	C	CLIENT CHANGES - ADDITION OF BASEBOARDS	18.08.2023



PROJECT:
DECK AND LANDING

PROJECT ADDRESS:
**11 DRIFTWOOD CLOSE,
PAYNESVILLE**

CLIENT:
W & D RICHARDS

JOB NUMBER:
000-23

DRAWING TITLE:
SITE PLAN

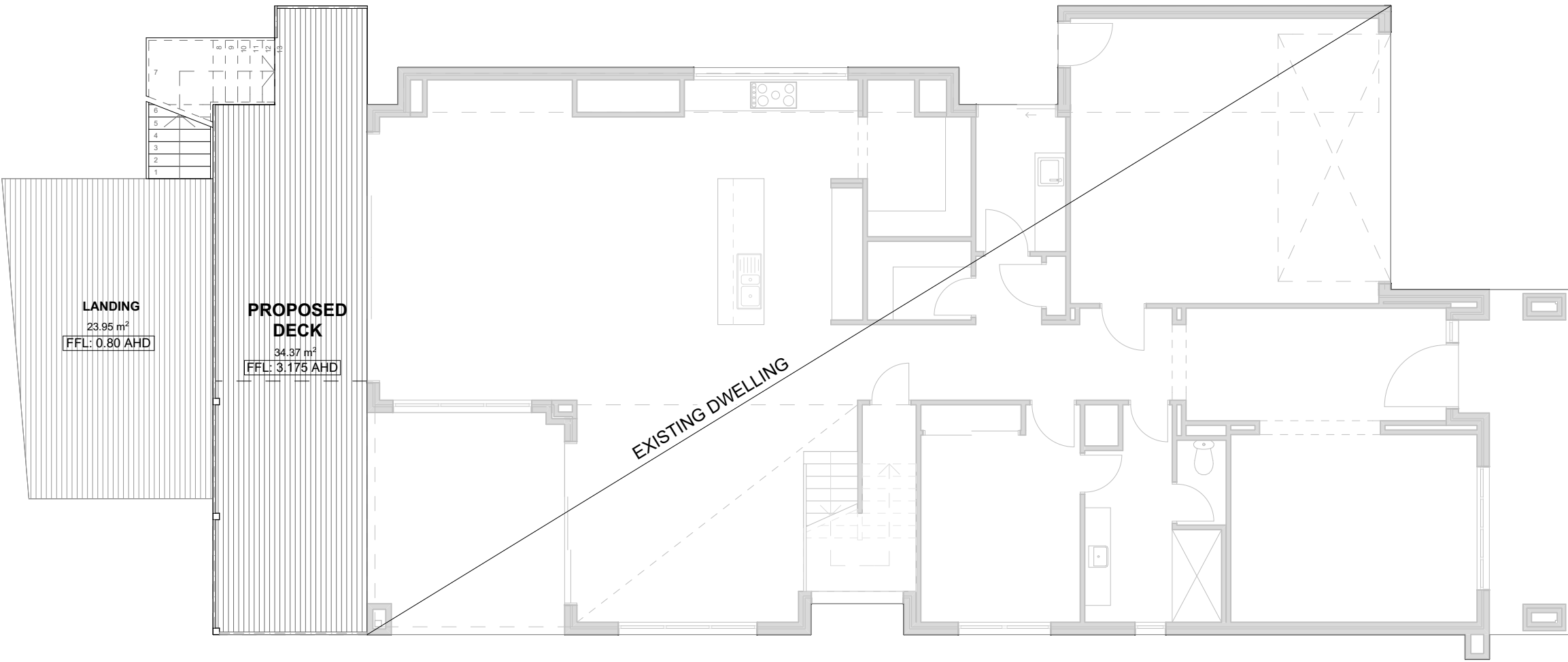
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Page 75 of 79



GROUND FLOOR PLAN

1:100

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PRELIMINARY	B	CLIENT CHANGES	04.08.2023
PRELIMINARY	C	CLIENT CHANGES - ADDITION OF BASEBOARDS	18.08.2023



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DECK AND LANDING

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**11 DRIFTWOOD CLOSE,
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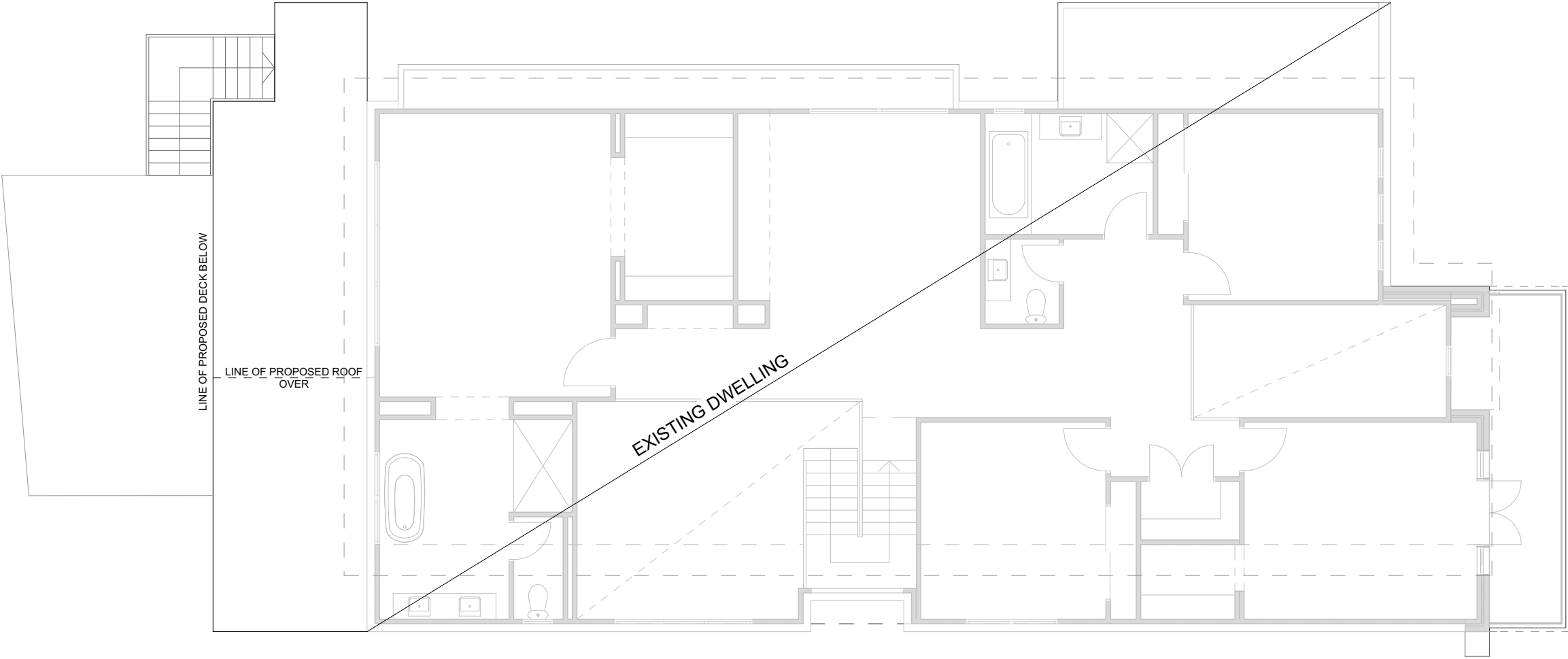
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REVISION:
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Page 76 of 79



FIRST FLOOR PLAN

1:100

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PRELIMINARY	B	CLIENT CHANGES	04.08.2023
PRELIMINARY	C	CLIENT CHANGES - ADDITION OF BASEBOARDS	18.08.2023



PROJECT:
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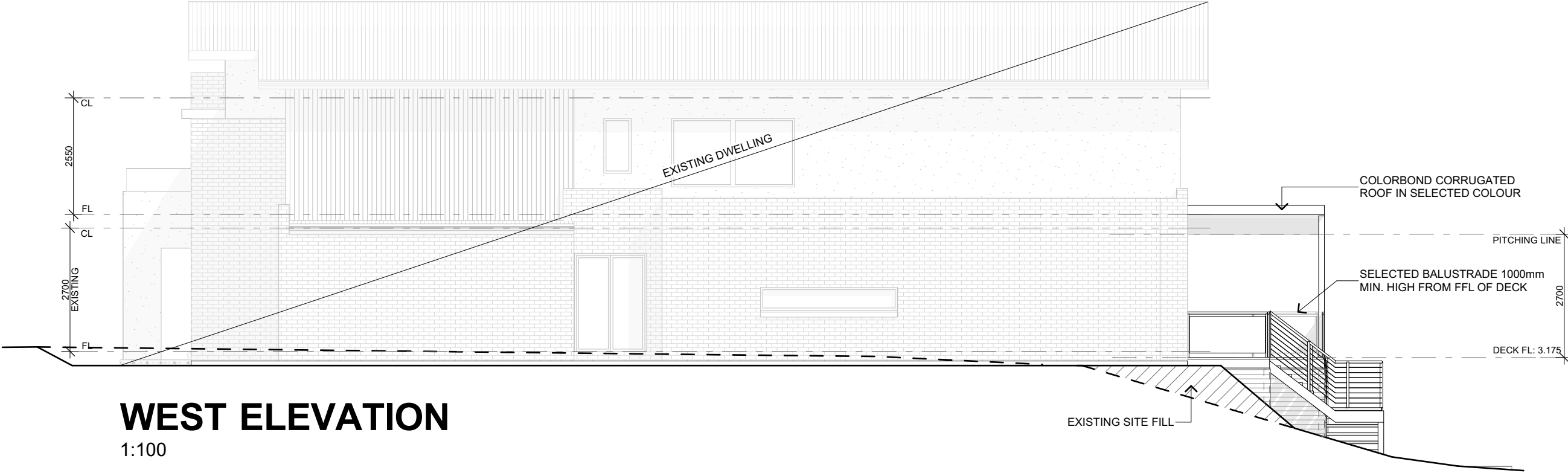
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Page 77 of 79



EAST ELEVATION
1:100



WEST ELEVATION
1:100

TOWN PLANNING

ISSUE:	REVISION:	AMENDMENT:	DATE:
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PRELIMINARY	C	CLIENT CHANGES - ADDITION OF BASEBOARDS	18.08.2023



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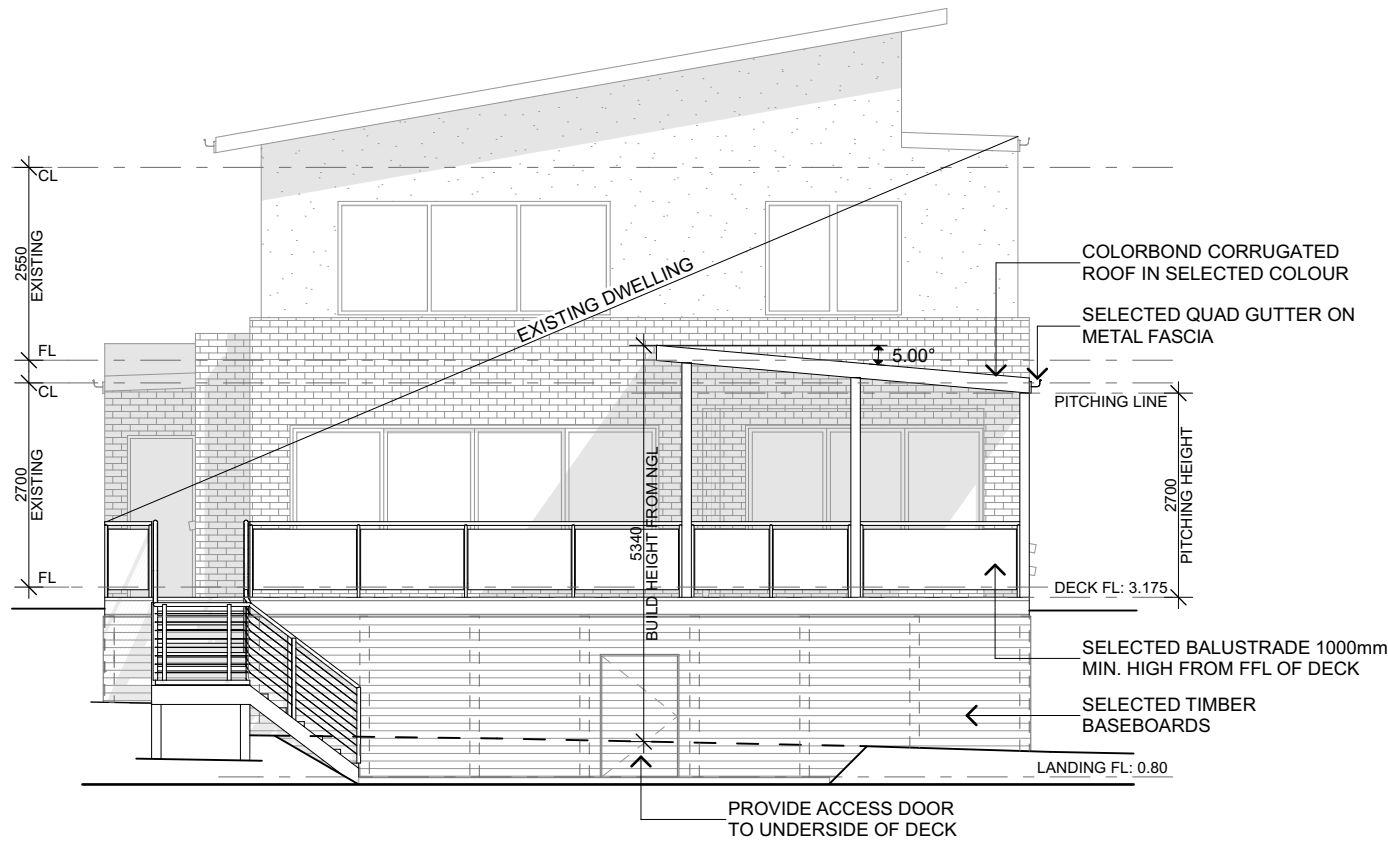
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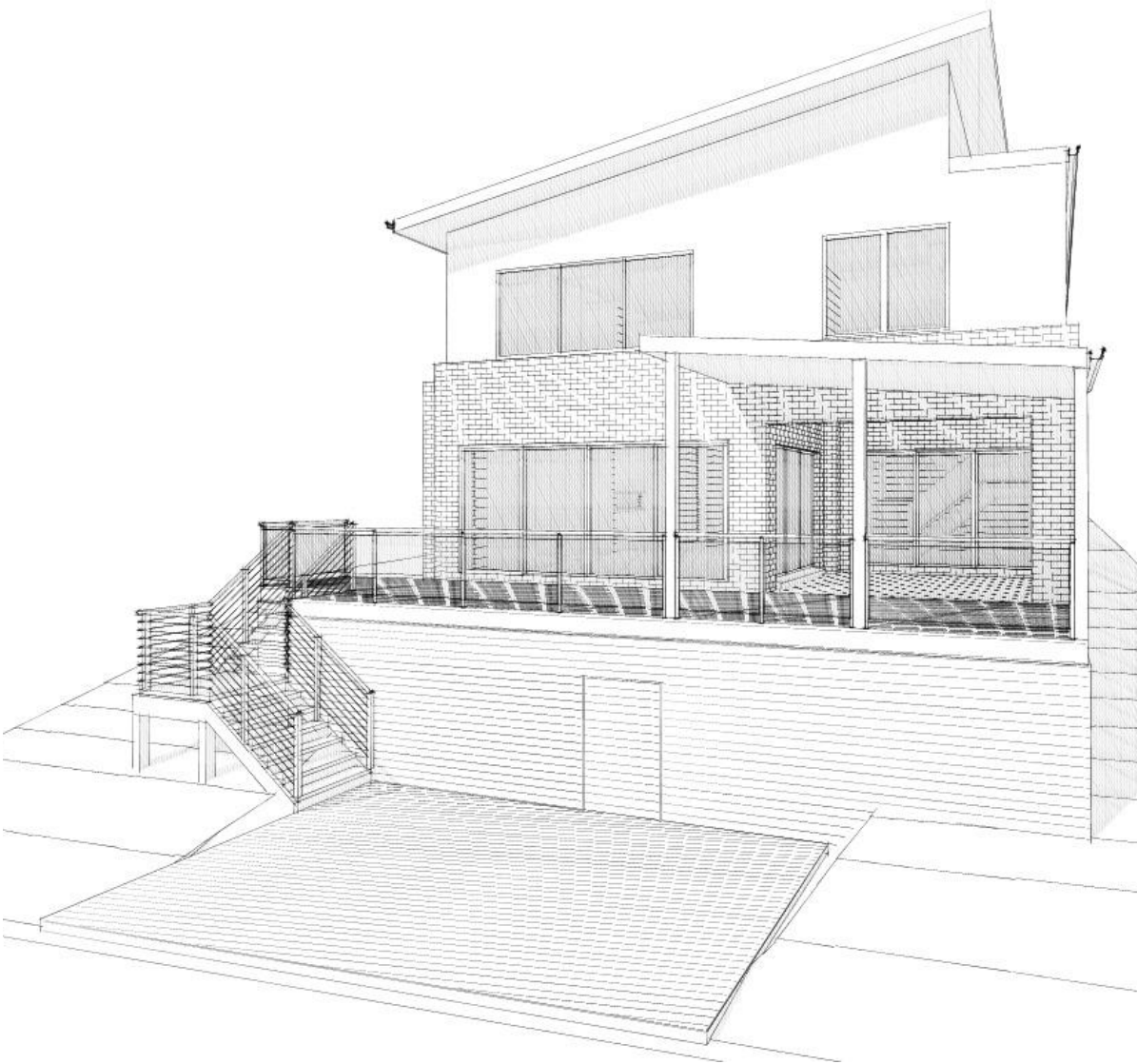
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Page 78 of 79



SOUTH ELEVATION
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PRELIMINARY	B	CLIENT CHANGES	04.08.2023
PRELIMINARY	C	CLIENT CHANGES - ADDITION OF BASEBOARDS	18.08.2023



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