

Form 2

NOTICE OF AN APPLICATION FOR PLANNING PERMIT

The land affected by the application is located at:	35 Lady Harriet Drive LAKES ENTRANCE 3909 Lot: 63 PS: 910656
The application is for a permit to:	Buildings and works for a dwelling and outbuilding
The applicant for the permit is:	Damian Anderson Drafting & Design
The application reference number is:	5.2024.365.1

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:	Subject to the applicant giving notice
-----------------------------------------------------------------------------	-----------------------------------------------

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

April McDonald

From: Snapforms Notifications <no-reply@snapforms.com.au>
Sent: Monday, 28 October 2024 7:34 AM
To: Planning Unit Administration
Subject: Planning Permit application
Attachments: Title Plan.pdf; Title.pdf; Title 173 Agreement X813669E.pdf; Title 173 Agreement AQ596985L.pdf; Title 173 Agreement AV881561L.pdf; B. Leonard - TP Drawings 28.10.24.pdf; B. Leonard - Planning Report 28.10.24.pdf

Planning Permit Application

A Planning Permit Application' has been submitted via the East Gippsland Shire Council website, the details of this submission are shown below:

Name: Damian Anderson

Email address: damian.anderson@hotmail.com

Postal address : 684 Metung Road, Metung 3904

Mobile phone number:

Owner's name: B. Leonard

Owner's email address:

Owner's mobile number

Street number: 35

Street name: Lady Harriet Drive

Town: Lakes Entrance

Post code: 3909

Lot number: 63

Plan number: PS910656W

Parish/Township name: Colquhoun

Plan type: Plan of subdivision

Please upload a copy of plan: [Title Plan.pdf](#)

Has there been a pre-application meeting: No

Is there any encumbrance on the Title such as a restrictive covenant, section 173 agreement or other obligation such as an easement or building envelope?: Yes

Will the proposal result in a breach of a registered covenant restriction or agreement?: No

Description of proposal - Describe the use, development or other matter which requires a permit: Construct a dwelling & associated shedding. Buildings & works associated with the construction of a dwelling & associated shedding.

Existing conditions - Describe how the land is used and developed now: Vacant land

Estimated cost of development. Note: You may be required to verify this estimate: \$470,000.00

Title (must have been generated within the past 30 days: [Title.pdf](#)

Covenants or Section 173 agreements: [Title 173 Agreement X813669E.pdf](#), [Title 173 Agreement AQ596985L.pdf](#), [Title 173 Agreement AV881561L.pdf](#)

Site plan/floor - plan/elevations: [B. Leonard - TP Drawings 28.10.24.pdf](#)

Planning report: [B. Leonard - Planning Report 28.10.24.pdf](#)

Who is the invoice to be made out to?: Brenton Leonard

Declaration: Yes

Privacy Statement: Yes

REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958 Page 1 of 2

VOLUME 12559 FOLIO 605

Security no : 124119369418L
Produced 27/10/2024 04:38 PM

LAND DESCRIPTION

Lot 63 on Plan of Subdivision 910656W.
PARENT TITLE Volume 12391 Folio 740
Created by instrument PS910656W 04/07/2024

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
BRENTON GEORGE LEONARD
KIANAH SHAI LIGHT
AY237005N 24/07/2024

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT AY237005N 24/07/2024
Expiry Date 31/12/2040

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

AGREEMENT Section 173 PLANNING AND ENVIRONMENT ACT 1987
X813669E 15/10/2001

AGREEMENT Section 173 Planning and Environment Act 1987
AQ596985L 03/01/2018

AGREEMENT Section 173 Planning and Environment Act 1987
AV881561L 22/07/2022

DIAGRAM LOCATION

SEE PS910656W FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
PS910656W (B)	PLAN OF SUBDIVISION	Registered	04/07/2024
AY237005N (E)	TRANSFER	Registered	26/07/2024
AY237006L (E)	MORTGAGE	Registered	26/07/2024

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

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

Street Address: 35 LADY HARRIET DRIVE LAKES ENTRANCE VIC 3909

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REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958 Page 2 of 2

NIL

DOCUMENT END



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Document Type	Plan
Document Identification	PS910656W
Number of Pages (excluding this cover sheet)	5
Document Assembled	27/10/2024 16:38

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<h1>PLAN OF SUBDIVISION</h1>	
<p>LOCATION OF LAND</p> <p>PARISH: COLQUHOUN</p> <p>TOWNSHIP: _____</p> <p>SECTION: _____</p> <p>CROWN ALLOTMENT: 27^A & 30^A (PARTS)</p> <p>CROWN PORTION: _____</p> <p>TITLE REFERENCE: VOL FOL</p> <p>LAST PLAN REFERENCE: LOT A - PS847925V</p> <p>POSTAL ADDRESS: 45 LAWSON DRIVE, (at time of subdivision) LAKES ENTRANCE, 3909</p> <p>MGA2020 CO-ORDINATES: E: 589 000 ZONE: 55 (of approx centre of land in plan) N: 5808 770</p>	<p>Council Name: East Gippsland Shire Council</p> <p>Council Reference Number: PS910656W Planning Permit Reference: 177/2011/P/A SPEAR Reference Number: S195137S</p> <p>Certification</p> <p>This plan is certified under section 6 of the Subdivision Act 1988</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has not been made</p> <p>Digitally signed by: Robert Pringle for East Gippsland Shire Council on 20/06/2024</p> <p>Statement of Compliance issued: 24/06/2024</p>

VESTING OF ROADS AND/OR RESERVES	NOTATIONS												
<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> <tr> <td>RESERVE No. 2</td> <td>AUSNET ELECTRICITY SERVICES PTY LTD</td> </tr> <tr> <td>RESERVE No. 3</td> <td>AUSNET ELECTRICITY SERVICES PTY LTD</td> </tr> <tr> <td>RESERVE No. 4</td> <td>AUSNET ELECTRICITY SERVICES PTY LTD</td> </tr> </table>	IDENTIFIER	COUNCIL/BODY/PERSON	RI ROAD	EAST GIPPSLAND SHIRE COUNCIL	RESERVE No. 1	EAST GIPPSLAND SHIRE COUNCIL	RESERVE No. 2	AUSNET ELECTRICITY SERVICES PTY LTD	RESERVE No. 3	AUSNET ELECTRICITY SERVICES PTY LTD	RESERVE No. 4	AUSNET ELECTRICITY SERVICES PTY LTD	<p>DIMENSIONS SHOWN UNDERLINED ARE NOT THE RESULT OF THIS SURVEY. THE AREA OF LOT A IS BY DEDUCTION FROM TITLE.</p> <p>LOTS 1 TO 46 & 56 HAVE BEEN OMITTED FROM THIS PLAN LOT A CONSISTS OF 2 PIECES</p>
IDENTIFIER	COUNCIL/BODY/PERSON												
RI ROAD	EAST GIPPSLAND SHIRE COUNCIL												
RESERVE No. 1	EAST GIPPSLAND SHIRE COUNCIL												
RESERVE No. 2	AUSNET ELECTRICITY SERVICES PTY LTD												
RESERVE No. 3	AUSNET ELECTRICITY SERVICES PTY LTD												
RESERVE No. 4	AUSNET ELECTRICITY SERVICES PTY LTD												
NOTATIONS													
DEPTH LIMITATION DOES NOT APPLY													
<p>SURVEY: This plan is based on survey.</p> <p>STAGING: This is not a staged subdivision. Planning Permit No. 177/2011/P</p> <p>This survey has been connected to permanent marks No(s). 162</p> <p>In Proclaimed Survey Area No. NIL</p>													

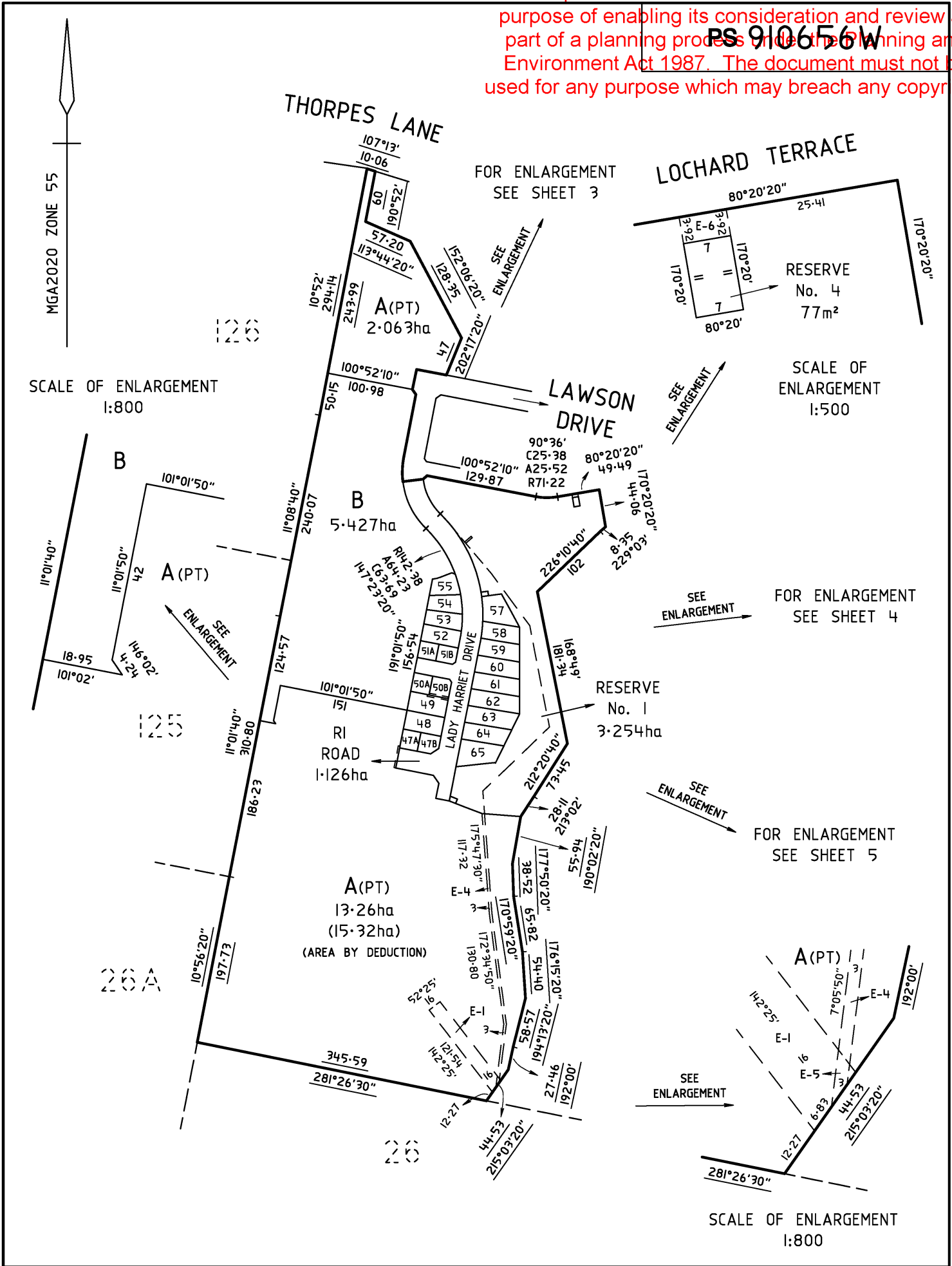
EASEMENT INFORMATION

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1, E-5	POWERLINE	16	PS438857S - SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000	TXU ELECTRICITY LTD
E-2	DRAINAGE	2	THIS PLAN	EAST GIPPSLAND SHIRE COUNCIL
E-3	DRAINAGE	SEE DIAG.	THIS PLAN	EAST GIPPSLAND SHIRE COUNCIL
E-3, E-4, E-5	SEWERAGE	SEE DIAG.	THIS PLAN	EAST GIPPSLAND REGION WATER CORPORATION
E-6	CARRIGEWAY	SEE DIAG.	THIS PLAN	AUSNET ELECTRICITY SERVICES PTY LTD

<p>Crowthier & Sadler Pty. Ltd.</p> <p>LICENSED SURVEYORS & TOWN PLANNERS 162 MACLEOD STREET, BAIRNSDALE, VIC., 3875 P. (03) 6162 6011 E. contact@crowthiersadler.com.au</p>	<p>SURVEYORS FILE REF: 19728</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 1 OF 5 SHEETS</p>
	<p>Digitally signed by: Michael J Sadler, Licensed Surveyor, Surveyor's Plan Version (8), 24/05/2024, SPEAR Ref: S195137S</p>		<p>PLAN REGISTERED Y. SU TIME: 10:51 AM Assistant Registrar DATE: 04/07/2024</p>

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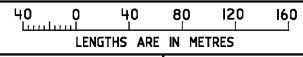


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SURVEYORS REF
19728

SCALE
1:4000



ORIGINAL SHEET
SIZE: A3

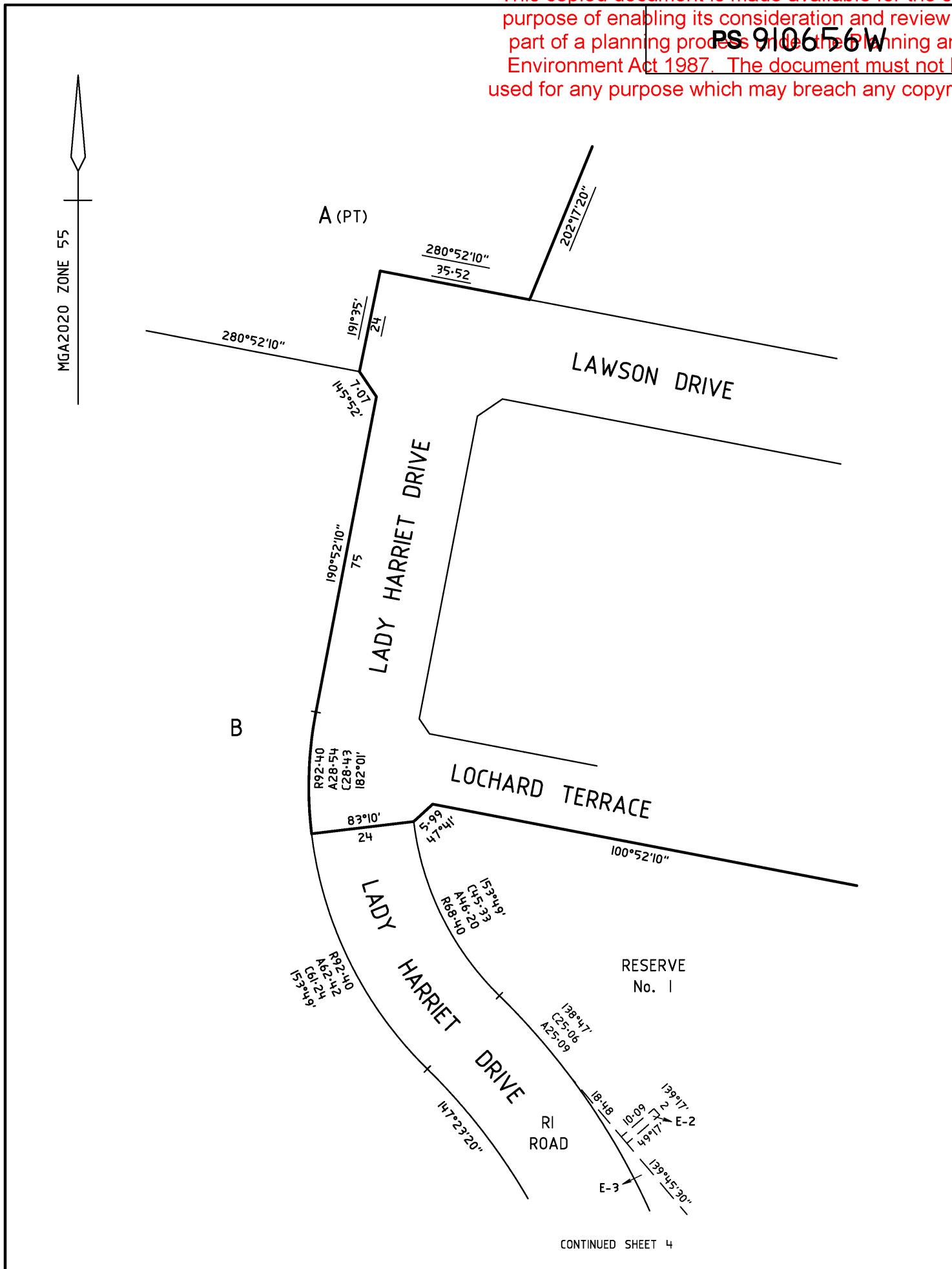
SHEET 2

Digitally signed by: Michael J Sadler, Licensed Surveyor,
Surveyor's Plan Version (8),
24/05/2024, SPEAR Ref: S195137S

Digitally signed by:
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20/06/2024,
SPEAR Ref: S195137S

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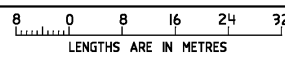
CONTINUED SHEET 4

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P. (03) 6162 6011 E. contact@crowthersadler.com.au

SURVEYORS REF
19728

SCALE
1:800



ORIGINAL SHEET
SIZE: A3

SHEET 3

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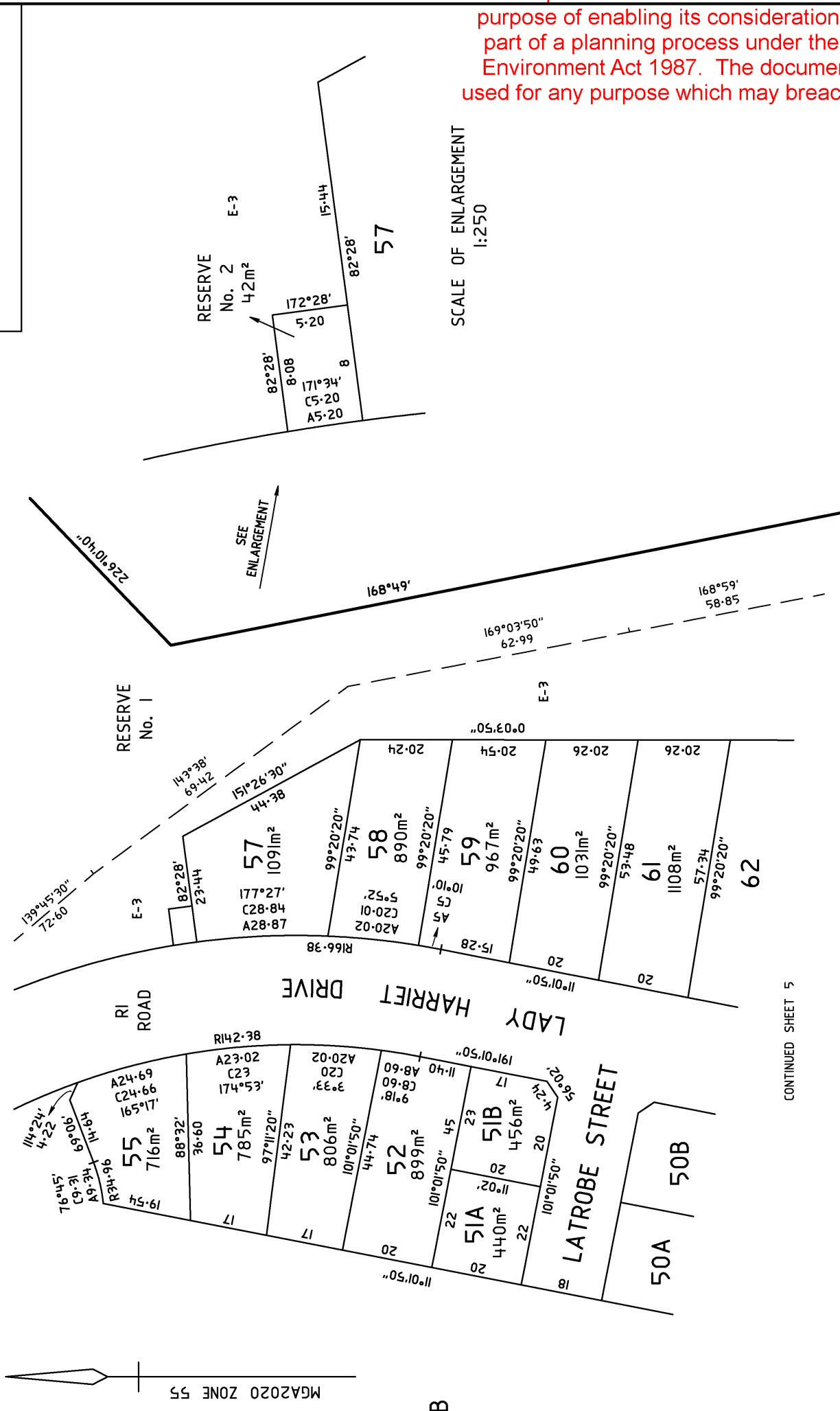
Digitally signed by:
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20/06/2024,
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Page 9 of 73

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PS 910656W



SCALE OF ENLARGEMENT 1:250

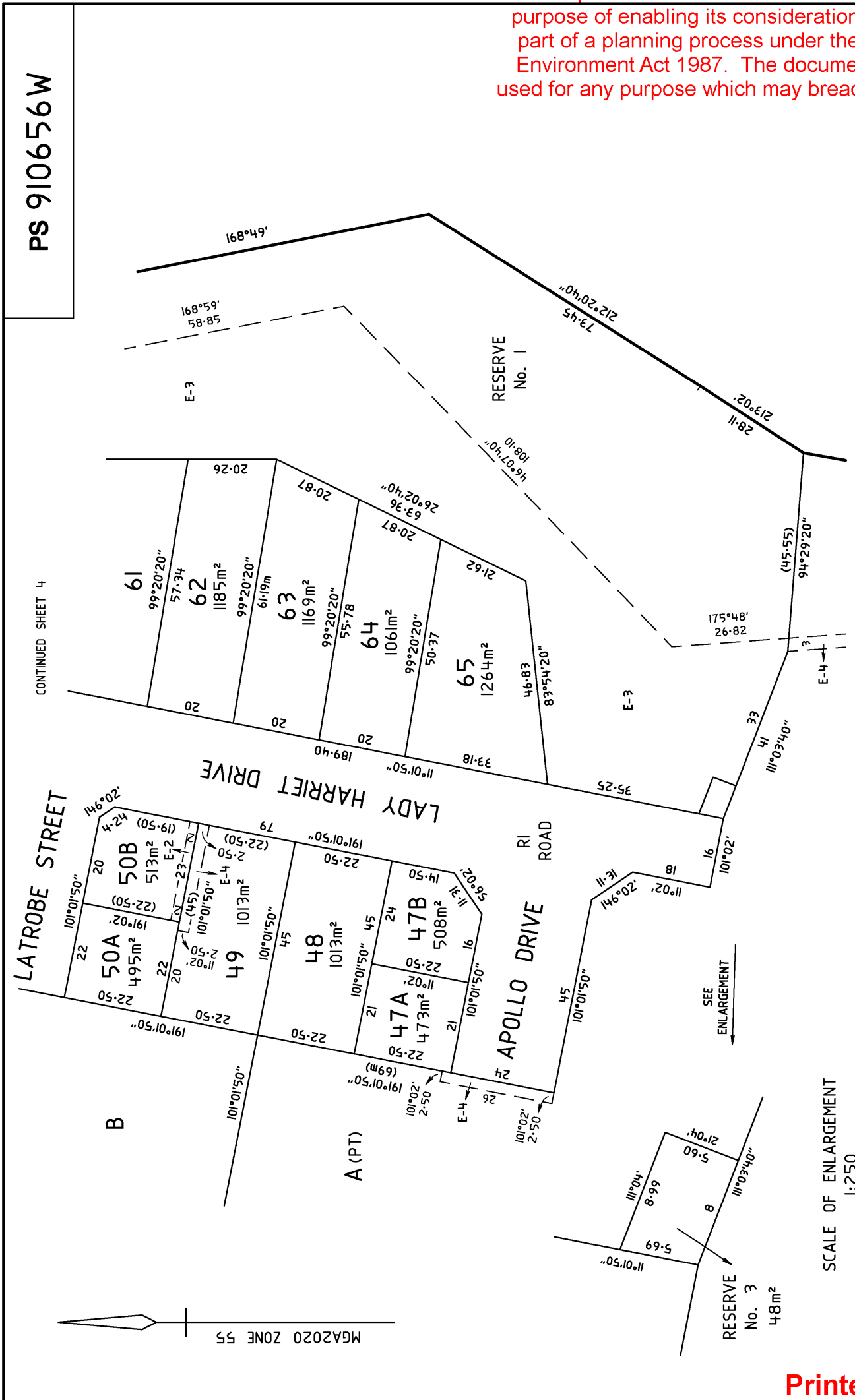
8	16	24	32	40
LENGTHS ARE IN METRES				
SURVEYORS REF 19728			SCALE 1:800	ORIGINAL SHEET SIZE: A3
Digitally signed by: Michael J Sadler, Licensed Surveyor, Surveyor's Plan Version (8), 24/05/2024, SPEAR Ref: S195137S			Digitally signed by: East Gippsland Shire Council, 20/06/2024, SPEAR Ref: S195137S	

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 P. (03) 5162 6011 E. contact@crowthorand.com.au

Amended by: Michael J Sadler, Licensed Surveyor 03/07/2024.

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PS 910656W



CONTINUED SHEET 4

8	16	24	32
LENGTHS ARE IN METRES			
SURVEYORS REF 19728		SCALE 1:800	ORIGINAL SHEET SIZE: A3
Digitally signed by: Michael J Sadler, Licensed Surveyor, Surveyor's Plan Version (8), 24/05/2024, SPEAR Ref: S195137S Digitally signed by: East Gippsland Shire Council, 20/06/2024, SPEAR Ref: S195137S			

SCALE OF ENLARGEMENT
1:250

SEE ENLARGEMENT

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X813669E
151001 0753 173 \$63

FORM 13

1



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



PLANNING AND ENVIRONMENT ACT 1987

Lodged at the Land Titles Office by:

Name: JOHN HIBBERT
Phone: (03) 5155 2377
Address: P O Box 217 Lakes Entrance
Ref: Customer Code 2717P

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

Land: Certificate of Title Volume 10181 Folio 916.

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

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

A copy of the Agreement is attached to this Application.

Signature of the Responsible Authority.....

Name of Officer..... **JOHN TRAA (STATUTORY PLANNING CO-ORDINATOR)**

Date **18th September 2001**

B 16/10/01



A0107005

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THIS AGREEMENT is made the

22nd day of August 2001

BETWEEN:

EAST GIPPSLAND SHIRE COUNCIL of 273 Main Street, Bairnsdale (“the Responsible Authority”) of the first part

and

MERRANGBAUR HEIGHTS PTY LTD (A.C.N. 006 659 570) of 377 Esplanade, Lakes Entrance (“the Owner”) of the second part

WHEREAS

- A. The Owner is the registered proprietor of the land described in the First Schedule hereto (“the subject land”) and have made Application to the Responsible Authority under the East Gippsland Planning Scheme (“the Scheme”) for a Permit to subdivide the subject land into 9 lots.
- B. The Responsible Authority has granted Planning Permit No. 00/00075/DS dated the 15th day of May 2000 (“the Permit”) for a nine Lot subdivision of the subject land subject (inter alia) to a condition as follows:-

“The owner of the land must enter into an Agreement with the responsible authority in accordance with Section 173 of the Planning and Environment Act 1987 which will provide and covenant that:-

- (a) The stormwater discharge from the whole of the catchment draining through the subdivision will be progressively extended by a piped underground drainage system constructed at the developers expense as future stages of the land are developed for residential use.
- (b) The 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



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Minister or by agreement between the responsible authority and all persons who are bound by any covenant in the agreement.

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."

- C. The Responsible Authority and the Owner have agreed that without restricting or limiting their respective powers to enter into this Agreement and insofar as it can be so treated this Agreement shall be treated as being an Agreement under Section 173(1) of the Planning and Environment Act 1987.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement unless inconsistent with the context or subject matter "Owner" shall mean the person or persons entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of the subject land or any part thereof.
2. The Owner with the intent that its covenant hereunder shall run with the land hereby covenant and agree that:-
 - (i) It will comply with the conditions of the Permit;
 - (ii) The stormwater discharge from the whole of the catchment draining through the subdivision will be progressively extended by a piped underground drainage system constructed at the developer's expense as future stages of the land are developed for residential use;
 - (iii) 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



DX813669E-3-3

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by agreement between the Responsible Authority and all persons who

are bound by any covenant in the Agreement;

- (iv) This Agreement will bind the Owner as the owner and shall run with the land so that all successors in title are bound by the Agreement. This Agreement will be prepared at the Owner's cost and to the satisfaction of the responsible authority, and shall be registered on title in accordance with Section 181 of the Planning and Environment Act 1987.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

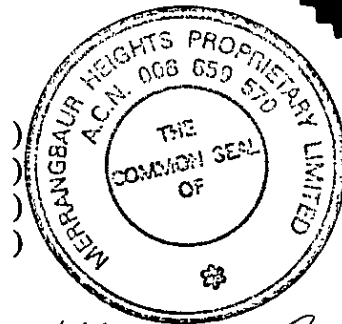
THE COMMON SEAL of the EAST GIPPSLAND SHIRE COUNCIL was affixed on the 12TH day of July 2001 in the presence of:

[Signature].....Chief Executive Officer

M. Bennett.....Witness



THE COMMON SEAL of MERRANGBAUR HEIGHTS PTY LTD (A.C.N. 006 659 570) was hereunto affixed in accordance with its Articles of Association in the presence of:



[Signature].....
(Signed)

JOHN HIBBERT.....
(Print full name)

35 STIRLING DRIVE, LAKES ENTRANCE.....
(Usual Address)

SECRETARY.....
(Office held)

[Signature].....
(Signed)

WILLIAM MAULD DANIEL.....
(Print full name)

116 CARPENTER ST, LAKES ENTRANCE.....
(Usual address)

DIRECTOR.....
(Office held)



DX813669E-4-1

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SCHEDULE

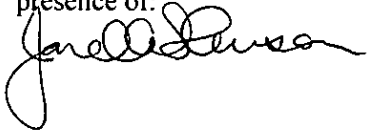
Certificate of Title Volume 10181 Folio 916

CONSENT

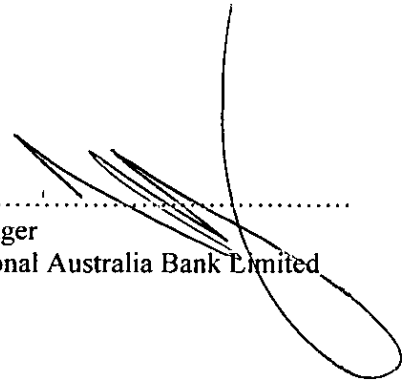
National Australia Bank Limited A.C.N. 004 044 937 as Mortgagee pursuant to Mortgage No. N245248C hereby Consents to the within Application.

Dated this 13th day of September, 2001

Executed on behalf of National Australia Bank Limited }
by its Attorney Anthony Norman Dean }
under Power of Attorney dated 28/2/91 (a certified }
copy of which is filed in Permanent Order Book 277 }
at Page 3) who states that he/she holds the office in }
the Bank indicated under his/her signature in the }
presence of: }



..... }
} Manager
} National Australia Bank Limited
}



DX813669E-5-8

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EAST GIPPSLAND SHIRE COUNCIL

and

MERRANGBAUR HEIGHTS PTY LTD

SECTION 173 AGREEMENT



DX813669E-6-5

JOHN HIBBERT
Solicitor
Shop 2, 271-279 Esplanade
Lakes Entrance 3909

Tel: 5155 2377
Ref: JH/LL
Subdivision.S173merrang



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AQ596985L

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Application by a Responsible Authority for the making of a Recording of an Agreement
Section 181 Planning and Environment Act 1987
Form 18

Lodged by: East Gippsland Shire Council
Phone: (03) 5153 9500
Address: 273 Main Street BAIRNSDALE VIC 3875
Ref: Development Plan

Customer Code: 9861T

The Responsible Authority having made an agreement referred to in Section 181(1) of the *Planning and Environment Act 1978* requires a recording to be made in the Register.

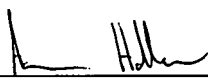
Land: 54 Thorpes Lane Lakes Entrance
Volume: 11421 Folio: 197

Responsible Authority:
East Gippsland Shire Council
273 Main Street Bairnsdale VIC 3875

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

A copy of the Agreement is attached to this Application.

Signature for the Authority:

Name of Officer: AARON HOLLOW 

Date: 11/12/2017

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Planology

Town Planning Law

Agreement under section 173 of the Planning and Environment Act 1987

54 Thorpes Lane, Lakes Entrance

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Information table

Date of Agreement: 5/12/2017

Parties:

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

Name	Merrangbaur Heights Pty Ltd
Short form name	Owner
Notice details	Eager and Partners, Shop 1, 271 Esplanade, Lakes Entrance, VIC, 3909

Background:

- A Council is the responsible authority for the administration and enforcement of the Planning Scheme under the Act.
- B The Land is subject to the Planning Scheme.
- C The Owner is the registered proprietor of the Land.
- D The Council resolution required as a condition of the approval of the Development Plan that the Owner enters into an agreement with Council to make certain development contributions.
- E The Owner has agreed to make development contributions towards the provision of infrastructure within the vicinity of the Land.
- F The Mortgagee has consented to the Owner entering into this Agreement.
- G The Parties enter into this Agreement to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

Agreed terms

1. Defined terms and interpretation

1.1 Defined terms

In this Agreement:

Act means the *Planning and Environment Act 1987*.

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

Cardno Report means the report prepared by Cardno titled 'Access Assessment – Development East of Palmers Road – Lakes Entrance Norther Growth Area' dated 15 July 2016.

Council Resolution means the Council resolution on 7 February 2017 where Council resolved to approve a development plan for the Land subject to various conditions.

Current Address means:

- (a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- (b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Land.

Demand Unit means in the first instance each Lot intended to be used for a dwelling except that where a lot is, by its shape and area, intended to be used and developed for more than one dwelling, then it means each dwelling.

Development Contribution means the financial contribution payable by the Owner to Council as a contribution towards the cost of the Infrastructure Works, in an amount of \$2,588.00 per Lot increased annually on a compound basis by the Adjustment Index from the date of this Agreement.

Development Plan means the development plan applying to the Land to be approved under clause 43.04-1 of the Planning Scheme.

Adjustment Index means:

- (a) the Building Price Index, Melbourne as published in the latest edition of Rawlinsons Australian Construction Handbook or if this index is not available by reference to the Australian Bureau of Statistics (ABS) Producer Price Index, Output of General Construction Industry – Victoria publication series 6427.0 Tables 15 and 16 or if this index is not available to the nearest like index published by the ABS for Melbourne or Victoria; or
- (b) the CPI (all groups) Melbourne,

whichever is the greater.

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Infrastructure Works means the four projects identified in Table 7-1 of the Cardno Report.

Land means the land situated at 54 Thorpes Lane, Lakes Entrance being the land described as Lot 2 on PS712500K and contained in certificate of title volume 11421 folio 197, and any reference to the Land in this Agreement includes a reference to any lot created by the subdivision of the Land or any part of it.

Lot means a lot created as part of the staged subdivision of the Land generally in accordance with the Development Plan.

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Land or any part of it.

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

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 Land or any part of it and includes a Mortgagee-in-possession.

Party or **Parties** means the Owner and the Responsible Authority.

Planning Scheme means the East Gippsland Planning Scheme.

Stage means a stage of the subdivision of the Land, as shown in the Staging Plan.

Stage 3 means the subdivision of the Stage 3 Land.

Stage 4 means the subdivision of the Stage 4 Land.

Stage 3 Land means that part of the Land shown on the Staging Plan as stage 3 and any reference to the Stage 3 Land in this Agreement includes a reference to any lot created by the subdivision of the Stage 3 Land or any part of it.

Stage 4 Land means that part of the Land shown on the Staging Plan as stage 4 and any reference to the Stage 4 Land in this Agreement includes a reference to any lot created by the subdivision of the Stage 4 Land or any part of it.

Staging Plan means the staging shown on the plan titled 'Proposed Subdivision Plan' prepared by Watsons, Reference No. 35658A, Revision K.

Traffic Assessment Impact Report means a report commissioned by an independent traffic engineer to be selected by the Owner and approved in writing by Council. The Traffic Assessment Impact Report must:

- (a) review the traffic management conditions at the intersection of Thorpes Lane and Stirling Drive, Lakes Entrance; and
- (b) recommend any works reasonably required to ensure that the intersection continues to operate with a high level of functionality.

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

1.2 Interpretation

In this Agreement unless the context admits otherwise:

- (a) The singular includes the plural and vice versa.
- (b) A reference to a gender includes a reference to each other gender.
- (c) A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- (d) If a Party consists of more than one person this Agreement binds them jointly and each of them severally.
- (e) A word or expression used in this Agreement has its ordinary meaning unless that word or expression is defined in this Agreement. If a word or expression is not defined in this Agreement and it is defined in the Act or the Planning Scheme it has the meaning as defined in the Act or the Planning Scheme.
- (f) A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- (g) A reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Agreement, and a reference to this Agreement includes any schedule or annexure.
- (h) A reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time.
- (i) A rule of construction does not apply to the disadvantage of a Party because the Party was responsible for the preparation of this Agreement or any part of it
- (j) A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the same meaning as defined in the Act.
- (k) The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- (l) The headings in this Agreement may be used to interpret this Agreement.

- (ii) prior to the occupation of any building constructed on the Stage 3 Land, the Owner will pay to Council a Development Contribution for each dwelling and/or each occupancy constructed on the Stage 3 Land,

whichever occurs first.

- (b) If clause 4.3(a)(i) applies, the Owner acknowledges and agrees that until a Development Contribution is paid in respect of each Demand Unit in Stage 3 in accordance with this clause, the Owner will not ask Council for a statement of compliance, and Council will not issue a statement of compliance, for Stage 3.

4.4 Further Traffic Impact Assessment

- (a) The Owner covenants and agrees:
 - (i) to commission a Traffic Assessment Impact Report to the satisfaction of Council, at the Owner's expense, prior to a statement of compliance for the subdivision of Stage 3 or Stage 4, or the occupation of a building on the Stage 3 Land (whichever occurs first); and
 - (ii) to complete all remedial, upgrading or other works recommended in the Traffic Assessment Impact Report to the satisfaction of Council and within the timeframes recommended in the Traffic Assessment Impact Report or such earlier time as directed in writing by Council.

4.5 Connector Roads

- (a) The Owner covenants and agrees that all roads within the Land which will provide a connection to the land to the west must have a minimum pavement width of 9.5 metres.

5. Further Obligations of the Owner

5.1 Successors in title

Until such time as a memorandum of this Agreement is recorded on the certificate of title of the Land, the Owner must not sell, agree to sell, transfer, dispose of, assign, mortgage or otherwise deal with its interests in the whole or any part of the Land unless the Owner has first:

- (a) disclosed in writing to the party with whom the Owner proposes to deal with its interest, the existence and nature of this Agreement; and
- (b) entered into a deed with the Owner's successor binding the Owner's successor to the terms of this Agreement.

5.2 Obligation to run with the Land

- (a) Each of the obligations of the Owner under this Agreement takes effect as a covenant which is annexed to and runs at law and in equity with the Land.

2. Section 173 Agreement

2.1 Purpose

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

- (a) give effect Council Resolution; and
- (b) achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Land.

2.2 Burden of covenants

The parties to this Agreement intend that the burden of the Owner's covenants run with the Land.

2.3 Reasons for agreement

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

- (a) Council would not have approved the Development Plan to facilitate a residential subdivision of the Land without the Owner making the development contributions required under this Agreement; and
- (b) the Owner has elected to enter into this Agreement in order to take the benefit of the Development Plan.

3. Commencement

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

4. Owner's Specific Obligations

4.1 Staging

- (a) The Owner covenants and agrees that the Land will be subdivided and developed in accordance with the Staging Plan.

4.2 Development Contributions – except for the Stage 3 Land

- (a) The Owner covenants and agrees that, except for the Stage 3 Land, prior to the issue of a statement of compliance for a Stage, the Owner will pay to Council a Development Contribution for each Demand Unit contained in that Stage.
- (b) The Owner acknowledges and agrees that, except for the Stage 3 Land, until a Development Contribution is paid in respect of each Demand Unit in the relevant Stage and in accordance with this clause, the Owner will not ask Council for a statement of compliance, and Council will not issue a statement of compliance, for that Stage.

4.3 Development Contributions – Stage 3 Land

- (a) The Owner covenants and agrees that:
 - (i) prior to the issue of a statement of compliance for the subdivision of the Stage 3 Land, the Owner will pay to Council a Development Contribution for each Demand Unit created by Stage 3; or

- (b) Each of these obligations binds the Owner, their successors, assigns and transferees and each registered proprietor for the time being of the whole or of any part of the Land.

5.3 Agreement required

The Parties agree that this Agreement will continue to be required until the Owner has complied with all of the Owner's obligations.

5.4 Registration

The Owner must do all things that are reasonably necessary to facilitate Council registering this Agreement under section 181 of the Act.

5.5 Owner's Warranties

The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Land which may be affected by this agreement

5.6 Owner to pay costs of Responsible Authority

The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) of and incidental to the preparation, negotiation, drafting, finalisation, engrossment, execution and registration of this Agreement.

6. General

6.1 Agreement under section 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with section 173 of the Act.

6.2 No fettering of Responsible Authority's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Land or relating to use or development of the Land, including approving the Development Plan.

6.3 Counterparts

This Agreement may be executed in any number of counterparts each of which when executed is taken to be an original and such counterparts together constitute one Agreement.

6.4 Entire agreement

This Agreement constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all previous agreements or understandings between the Parties in connection with its subject matter.

6.5 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

6.6 Waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner

does not amount to a waiver of any of Council's rights or remedies under this Agreement.

6.7 Governing law

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

6.8 Notices

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

- (a) personally on the other Party;
- (b) by leaving it at the other Party's Current Address; or
- (c) by posting it by priority prepaid post addressed to the other Party at the other Party's Current Address.

7. GST

- 7.1 In this clause words that are defined in A New Tax System (Goods and Services Tax) Act 1999 have the same meaning as their definition in that Act.
- 7.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 7.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 7.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.
- 7.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 7.3.

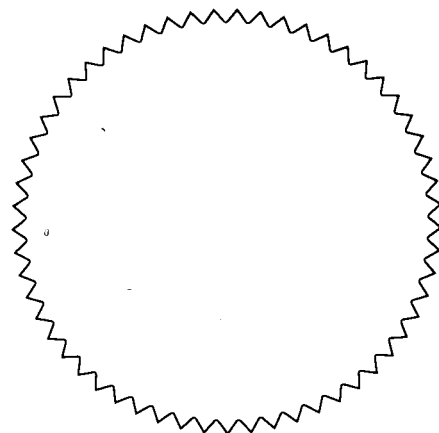
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SIGNED, SEALED AND DELIVERED as an agreement under Division 2 of Part 9 of the Act and as a Deed between the Parties.

The Common Seal of the East Gippsland Shire Council was hereunto affixed on the 5th day of December, in the presence of:
2017

Gary Buff
Bollen Grant



Executed by Merrangbaur Heights Pty Ltd ACN 006 659 570 in accordance with s127(1) of the Corporations Act 2001:

W. Daniel

Director

Print Name:

WILLIAM LLOYD DANIEL

P. Engel

~~Secretary~~ DIRECTOR

Print Name:

PETER MELVILLE ENGEL

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Planology
Town Planning Law

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

54 Thorpes Lane, Lakes Entrance

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Information table

Date of Agreement: 5/12/2017

Parties:

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

Name	Merrangbaur Heights Pty Ltd
Short form name	Owner
Notice details	Eager and Partners, Shop 1, 271 Esplanade, Lakes Entrance, VIC, 3909

Background:

- A Council is the responsible authority for the administration and enforcement of the Planning Scheme under the Act.
- B The Land is subject to the Planning Scheme.
- C The Owner is the registered proprietor of the Land.
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- F The Mortgagee has consented to the Owner entering into this Agreement.
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- (a) review the traffic management conditions at the intersection of Thorpes Lane and Stirling Drive, Lakes Entrance; and
- (b) recommend any works reasonably required to ensure that the intersection continues to operate with a high level of functionality.

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- (j) A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the same meaning as defined in the Act.
- (k) The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- (l) The headings in this Agreement may be used to interpret this Agreement.

2. Section 173 Agreement

2.1 Purpose

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

- (a) give effect Council Resolution; and
- (b) achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Land.

2.2 Burden of covenants

The parties to this Agreement intend that the burden of the Owner's covenants run with the Land.

2.3 Reasons for agreement

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

- (a) Council would not have approved the Development Plan to facilitate a residential subdivision of the Land without the Owner making the development contributions required under this Agreement; and
- (b) the Owner has elected to enter into this Agreement in order to take the benefit of the Development Plan.

3. Commencement

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

4. Owner's Specific Obligations

4.1 Staging

- (a) The Owner covenants and agrees that the Land will be subdivided and developed in accordance with the Staging Plan.

4.2 Development Contributions – except for the Stage 3 Land

- (a) The Owner covenants and agrees that, except for the Stage 3 Land, prior to the issue of a statement of compliance for a Stage, the Owner will pay to Council a Development Contribution for each Demand Unit contained in that Stage.
- (b) The Owner acknowledges and agrees that, except for the Stage 3 Land, until a Development Contribution is paid in respect of each Demand Unit in the relevant Stage and in accordance with this clause, the Owner will not ask Council for a statement of compliance, and Council will not issue a statement of compliance, for that Stage.

4.3 Development Contributions – Stage 3 Land

- (a) The Owner covenants and agrees that:
 - (i) prior to the issue of a statement of compliance for the subdivision of the Stage 3 Land, the Owner will pay to Council a Development Contribution for each Demand Unit created by Stage 3; or

- (ii) prior to the occupation of any building constructed on the Stage 3 Land, the Owner will pay to Council a Development Contribution for each dwelling and/or each occupancy constructed on the Stage 3 Land,

whichever occurs first.

- (b) If clause 4.3(a)(i) applies, the Owner acknowledges and agrees that until a Development Contribution is paid in respect of each Demand Unit in Stage 3 in accordance with this clause, the Owner will not ask Council for a statement of compliance, and Council will not issue a statement of compliance, for Stage 3.

4.4 Further Traffic Impact Assessment

- (a) The Owner covenants and agrees:
 - (i) to commission a Traffic Assessment Impact Report to the satisfaction of Council, at the Owner's expense, prior to a statement of compliance for the subdivision of Stage 3 or Stage 4, or the occupation of a building on the Stage 3 Land (whichever occurs first); and
 - (ii) to complete all remedial, upgrading or other works recommended in the Traffic Assessment Impact Report to the satisfaction of Council and within the timeframes recommended in the Traffic Assessment Impact Report or such earlier time as directed in writing by Council.

4.5 Connector Roads

- (a) The Owner covenants and agrees that all roads within the Land which will provide a connection to the land to the west must have a minimum pavement width of 9.5 metres.

5. Further Obligations of the Owner

5.1 Successors in title

Until such time as a memorandum of this Agreement is recorded on the certificate of title of the Land, the Owner must not sell, agree to sell, transfer, dispose of, assign, mortgage or otherwise deal with its interests in the whole or any part of the Land unless the Owner has first:

- (a) disclosed in writing to the party with whom the Owner proposes to deal with its interest, the existence and nature of this Agreement; and
- (b) entered into a deed with the Owner's successor binding the Owner's successor to the terms of this Agreement.

5.2 Obligation to run with the Land

- (a) Each of the obligations of the Owner under this Agreement takes effect as a covenant which is annexed to and runs at law and in equity with the Land.

- (b) Each of these obligations binds the Owner, their successors, assigns and transferees and each registered proprietor for the time being of the whole or of any part of the Land.

5.3 Agreement required

The Parties agree that this Agreement will continue to be required until the Owner has complied with all of the Owner's obligations.

5.4 Registration

The Owner must do all things that are reasonably necessary to facilitate Council registering this Agreement under section 181 of the Act.

5.5 Owner's Warranties

The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Land which may be affected by this agreement

5.6 Owner to pay costs of Responsible Authority

The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) of and incidental to the preparation, negotiation, drafting, finalisation, engrossment, execution and registration of this Agreement.

6. General

6.1 Agreement under section 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with section 173 of the Act.

6.2 No fettering of Responsible Authority's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Land or relating to use or development of the Land, including approving the Development Plan.

6.3 Counterparts

This Agreement may be executed in any number of counterparts each of which when executed is taken to be an original and such counterparts together constitute one Agreement.

6.4 Entire agreement

This Agreement constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all previous agreements or understandings between the Parties in connection with its subject matter.

6.5 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

6.6 Waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner

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does not amount to a waiver of any of Council's rights or remedies under this Agreement.

6.7 Governing law

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

6.8 Notices

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

- (a) personally on the other Party;
- (b) by leaving it at the other Party's Current Address; or
- (c) by posting it by priority prepaid post addressed to the other Party at the other Party's Current Address.

7. GST

- 7.1 In this clause words that are defined in A New Tax System (Goods and Services Tax) Act 1999 have the same meaning as their definition in that Act.
- 7.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.
- 7.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 7.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.
- 7.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 7.3.

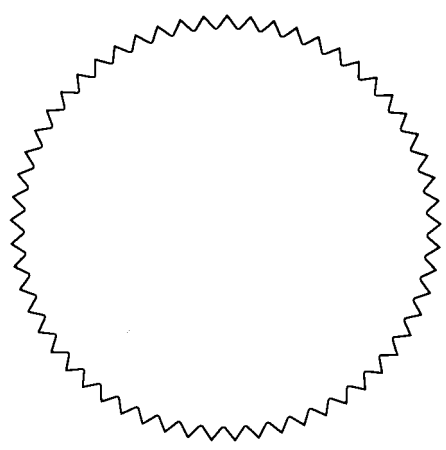
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AQ596985L

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 .5th. day of .December, in the presence of:
2017

Benj Cook
William Daniel



Executed by Merrangbaur Heights Pty Ltd ACN 006 659 570 in accordance with s127(1) of the Corporations Act 2001:

WLD

Director

Print Name:

WILLIAM LLOYD DANIEL

P Engel

P Engel
WLD

~~Secretary~~, DIRECTOR

Print Name:

PETER MELVILLE ENGEL



Department of Environment, Land, Water & Planning

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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.

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Status	Registered	Dealing Number	AV881561L
Date and Time Lodged	22/07/2022 12:16:30 PM		

Lodger Details

Lodger Code	21210T
Name	WARREN GRAHAM AND MURPHY PTY LTD
Address	
Lodger Box	
Phone	
Email	
Reference	RMH 1084021 54 THORP

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction VICTORIA

Privacy Collection Statement

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Estate and/or Interest

FEE SIMPLE

Land Title Reference

11421/197

Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	EAST GIPPSLAND SHIRE COUNCIL
Address	
Street Number	273
Street Name	MAIN
Street Type	STREET
Locality	BAIRNSDALE
State	VIC
Postcode	3875

Additional Details





Department of Environment, Land, Water & Planning

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Electronic Instrument Statement

Refer Image Instrument

The applicant requests the recording of this Instrument in the Register.

Execution

1. The Certifier has taken reasonable steps to verify the identity of the applicant 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 law and any Prescribed Requirement.

Executed on behalf of	EAST GIPPSLAND SHIRE COUNCIL
Signer Name	ROHAN MICHAEL HUBBARD
Signer Organisation	WARREN GRAHAM AND MURPHY PTY LTD
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	22 JULY 2022

File Notes:

NIL

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

Statement End.



Imaged Document Cover Sheet

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Date 20/07/2022

**Agreement under section 173
of the Planning and Environment Act 1987**
Subject Land: 54 Thorpes Lane, Lakes Entrance

East Gippsland Shire Council
and

54 Thorpe's Rd Pty Ltd Pty Ltd
ACN 648 408 459

AV881561E

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Contents

1.	Definitions	1
2.	Interpretation	4
3.	Purposes of Agreement	4
4.	Reasons for Agreement	4
5.	Agreement required	5
6.	Owner's specific obligations	5
6.1	EAO Lots	5
6.2	BMO Lots	5
6.3	Reserve Lots	5
6.4	Defendable Space Lots	6
6.5	Restriction on title	6
6.6	Drainage Management Plan	6
6.7	Rainwater Tank	6
7.	Owner's further obligations	6
7.1	Notice and registration	6
7.2	Further actions	6
7.3	Fees	7
7.4	Council's costs to be paid	7
7.5	Time for giving consent	7
7.6	Interest for overdue money	7
8.	Agreement under section 173 of the Act	7
9.	Owner's warranties	7
10.	Successors in title	8
11.	General matters	8
11.1	Notices	8
11.2	No waiver	8
11.3	Severability	8
11.4	No fettering of Council's powers	8
11.5	Inspection of documents	8
11.6	Governing law	8
12.	Commencement of Agreement	9

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Agreement under section 173 of the Planning and Environment Act 1987

Dated 20 / 07 / 2022

Parties

Name	East Gippsland Shire Council
Address	273 Main Street, Bairnsdale, Victoria
Short name	Council

Name	54 Thorpe's Rd Pty Ltd ACN 648 408 459
Address	25 Gordon Street, Bairnsdale, Victoria
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council has granted the Planning Permit authorising the subdivision of the Subject Land, removal of an easement and removal of native of vegetation. This Agreement is to give effect to conditions 6, 7, 8, 9, 10, 11, 12 and 37 of the Planning Permit.
- D. Condition 7 of the Planning Permit was imposed under the requirements of clause 44.06-2 of the Planning Scheme.
- E. The parties enter into this Agreement to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreement means this Agreement and includes this Agreement as amended from time to time.

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BMO Lots means Lots 4 to 10 (inclusive) and Lots 12 to 20 (inclusive), which are currently subject to the Bushfire Management Overlay under the Planning Scheme as shown on the plan attached hereto as Annexure B.

Building has the same meaning as in the Act.

Bushfire Management Plan means the Bushfire Management Plan prepared by Euca Planning, version 1.0 dated 17 September 2018 approved under condition 37 of the Planning Permit and attached hereto as Annexure A.

CFA means the Country Fire Authority.

Consent Fee means a fee payable by the Owner to Council for deciding whether to give consent for anything this Agreement provides must not be done without Council's consent, and which is payable at the rate of:

- (a) \$102 if paid within 12 months from the date that this Agreement commences; or
- (b) \$102 plus Indexation if paid at any time after 12 months from the date that this Agreement commences.

CPI means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

Current Address means:

- (a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- (b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

Current Email means:

- (a) for Council, feedback@egipps.vic.gov.au, or any other email address listed on Council's website; and
- (b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

Defendable Space has the same meaning as in the Planning Scheme.

Defendable Space Lots means Lots 1 to 5 (inclusive), Lot 38, Lot 39, Lots 91 to 105 (inclusive), a 40 metre width on the western portion of Lot A and the Reserve shown as part of Stage 7.

Dwelling has the same meaning as in the Planning Scheme.

Drainage Management Plan means the drainage management plan approved by Council under condition 14 of the Planning Permit from time to time. A copy of the Drainage Management Plan is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

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EAO Lots means Lots 1 to 37 (inclusive), Lot 56 and Lot A, which are currently subject to the Environmental Audit Overlay under the Planning Scheme as shown on the plan attached hereto as Annexure C.

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

Environmental Audit means the statement of environmental audit dated 28 May 2010, as amended from time to time, prepared by Lane Piper in accordance with section 53X of the *Environment Protection Act 1970*.

Indexation means an annual adjustment to the Consent Fee carried out in accordance with CPI.

Landscaping Plan means the public open space reserve landscaping plan approved by Council under condition 22 of the Planning Permit from time to time. A copy of the Landscaping Plan is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

Lot means a lot on the Endorsed Plans.

Owner means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land and includes a mortgagee-in-possession.

Owner's obligations includes the Owner's specific obligations and the Owner's further obligations.

Party or Parties means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

Planning Permit means planning permit no. 177/2011/P, as amended from time to time, issued on 11 March 2020, authorising the subdivision of the Subject Land, removal of an easement and removal of native vegetation in accordance with plans endorsed by Council.

Planning Scheme means the East Gippsland Planning Scheme and any other planning scheme that applies to the Subject Land.

Reserve Lots means the Lots sharing a common boundary with a Reserve, being Lot 2, Lots 57 to 80 (inclusive), Lot 90 and Lot 91.

Reserve means a reserve on the Endorsed Plans.

Rainwater Tank means a rainwater tank having a minimum storage capacity of 2,000 litres.

Stage means a stage identified in the staging plan forming part of the Endorsed Plans.

Subject Land means the land situated at 54 Thorpes Lane, Lakes Entrance being the land referred to as certificate of title volume 11421 folio 197 and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

Works has the same meaning as in the Act.

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 all genders;
- 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 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Purposes of Agreement

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

- 3.1 give effect to the terms of the Planning Permit;
- 3.2 exempt future development on the BMO Lots from the need for a planning permit under clause 44.06-2 of the Planning Scheme;
- 3.3 ensure that fire safety measures specified by the CFA are implemented on the Subject Land;
- 3.4 give effect to the Planning Permit and the conditions that require bushfire mitigation measures to be implemented on the Subject Land; and
- 3.5 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Reasons for Agreement

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

- 4.1 this Agreement is a requirement of clause 44.06-5 of the Planning Scheme;

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- 4.2 the CFA did not object to Council granting the Planning Permit subject to conditions being included requiring this Agreement;
- 4.3 Council would not have issued the Planning Permit without the conditions requiring this Agreement; and
- 4.4 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

5. Agreement required

The Parties agree that this Agreement will continue to be required unless Council and the CFA confirm in writing that it is no longer required.

6. Owner's specific obligations

The Owner covenants and agrees that:

6.1 EAO Lots

- 6.1.1 the Owner must implement and demonstrate compliance with the conditions of the Environmental Audit in relation to the EAO Lots:
- (a) at all times;
 - (b) at the full cost of the Owner; and
 - (c) to the satisfaction of Council.

6.2 BMO Lots

- 6.2.1 this Agreement has been entered into in order to exempt future Buildings and Works undertaken for the purpose of a Dwelling on the BMO Lots from the need to obtain a planning permit under clause 44.06-2 of the Planning Scheme subject to such Buildings and Works complying with clause 6.2.2; and
- 6.2.2 if a Dwelling is constructed on a BMO Lot, the Owner must implement and comply with all provisions, requirements and recommendations of the Bushfire Management Plan:
- (a) at all times;
 - (b) at the full cost of the Owner; and
 - (c) to the satisfaction of Council.

6.3 Reserve Lots

- 6.3.1 the Owner must ensure fencing between the Reserve Lots and a Reserve is:
- (a) consistent with the fencing detail shown on the Landscaping Plan to the satisfaction of Council; and
 - (b) constructed and maintained at all times at the full cost of the Owner to the satisfaction of Council.

6.4 Defendable Space Lots

6.4.1 the Defendable Space Lots must:

- (a) be maintained as Defendable Space for the subdivision until such time as Defendable Space or development is established on adjacent land to allow for development of Dwellings on the Defendable Space Lots at a Bushfire Attack Level 12.5 to the satisfaction of Council; and
- (b) form the final stage of the subdivision approved by the Planning Permit unless otherwise approved in writing by Council.

6.5 Restriction on title

the Owner must ensure that a restriction is recorded on the certificates of title for Lots 55 to 80 (inclusive) to create and maintain Defendable Space to achieve a Bushfire Attack Level 12.5, to the satisfaction of Council.

6.6 Drainage Management Plan

6.6.1 within 3 months of permanent drainage basins commencing operation in accordance with the Drainage Management Plan, the Owner must remove the temporary drainage basins and reinstate the Subject Land:

- (a) at the full cost of the Owner; and
- (b) to the satisfaction of Council.

6.7 Rainwater Tank

6.7.1 a Dwelling constructed on a Lot must include a Rainwater Tank at the full cost of the Owner to the satisfaction of Council; and

6.7.2 the Rainwater Tank must:

- (a) collect the rainwater runoff from the roof of the Dwelling;
 - (b) be used as the primary water source for flushing of toilets and laundry services; and
 - (c) include an external tap for garden irrigation;
- to the satisfaction of Council.

7. Owner's further obligations

7.1 Notice and registration

The Owner must bring this Agreement to the attention of all prospective occupiers, purchasers, lessees, licensees, mortgagees, chargees, transferees and assigns.

7.2 Further actions

The Owner:

7.2.1 must do all things necessary to give effect to this Agreement;

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7.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with section 181 of the Act; and

7.2.3 agrees to do all things necessary to enable Council to do so, including:

(a) sign any further agreement, acknowledgment or document; and

(b) obtain all necessary consents to enable the recording to be made.

7.3 Fees

The Owner must pay any Consent Fee to Council within 14 days after a written request for payment.

7.4 Council's costs to be paid

The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

7.4.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;

7.4.2 preparing, drafting, finalising and recording any amendment to this Agreement; and

7.4.3 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

7.5 Time for giving consent

If Council makes a request for payment of any Consent Fee under clause 7.3, the Parties agree that Council will not decide whether to grant the consent sought until payment has been made to Council in accordance with the request.

7.6 Interest for overdue money

7.6.1 The Owner must pay to Council interest in accordance with section 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.

7.6.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

8. Agreement under section 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with section 173 of the Act.

9. Owner's warranties

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.

10. Successors in title

Until such time as a memorandum of this Agreement is recorded on the certificate of title of the Subject Land, the Owner must require successors in title to:

- 10.1 give effect to this Agreement; and
- 10.2 enter into a deed agreeing to be bound by the terms of this Agreement.

11. General matters

11.1 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:

- 11.1.1 personally on the other Party;
- 11.1.2 by leaving it at the other Party's Current Address;
- 11.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- 11.1.4 by email to the other Party's Current Email.

11.2 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

11.3 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

11.4 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

11.5 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

11.6 Governing law

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

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12. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date the Planning Permit was issued.

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Signing Page

Signed, sealed and delivered as a deed by the Parties.

The Common Seal of the East Gippsland Shire Council was hereunto affixed on the 20. day of July 2022 in the presence of:



[Handwritten signature]
.....

Chief Executive

[Handwritten signature]
.....

Witness

Executed by 54 Thorpe's Rd Pty Ltd ACN 648 408 459 in accordance with s127(1) of the Corporations Act 2001:

[Handwritten signature]
.....

Director/Secretary
Print Name:

Adrian Frith

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Annexure A – Bushfire Management Plan

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Bushfire Management Plan Page 1 of 2 Merrangbaur Heights Version 1.17/19/20 Educa Planning Pty Ltd	Bushfire Construction Level All construction works need to comply with a minimum BAL of BAL12.5 from AS 3959-2009.	Defendable space
<p>Firefighting water supply A minimum of 5,000 litres of effective water supply for firefighting purposes is to be provided for Lots 3, 4, 7, 8, 9, 10, 19 and 20 inclusive which must:</p> <ul style="list-style-type: none"> • Be stored in an above ground water tank constructed of concrete or metal. • Have all fixed above-ground water pipes and fittings required for firefighting purposes made of corrosive resistant metal. • Include a separate outlet for occupant use. • Any pipework and fittings must be a minimum of 65 mm (excluding the CFA coupling). <p>A minimum of 10,000 litres of effective water supply for firefighting purposes is to be provided for Lots 5, 6, 11, 12, 13, 14, 15, 16, 17 and 18 which meets the following requirements:</p> <ul style="list-style-type: none"> • Be stored in an above ground water tank constructed of concrete or metal. • Have all fixed above-ground water pipes and fittings required for firefighting purposes made of corrosive resistant metal. • Include a separate outlet for occupant use. • The water supply must also- • Be readily identifiable from the building or appropriate identification signage to the satisfaction of the relevant fire authority. • Be located within 60 metres of the outer edge of the approved building. • Incorporate a separate ball or gate valve (British Standard Pipe (BSP) 65mm) and coupling (64 mm CFA 3 thread per inch male fitting). • The outlet/s of the water tank must be within 4m of the accessway and be unobstructed. • Any pipework and fittings must be a minimum of 65 mm (excluding the CFA coupling). 		<p>All leaves and vegetation debris must be removed at regular intervals during the declared fire danger period.</p> <p>Within 10 metres of a building, flammable objects must not be located close to the vulnerable parts of the building.</p> <p>Plants greater than 10 cm in height must not be placed within 3m of a window or glass feature of the building.</p> <p>Shrubs must not be located under the canopy of trees.</p> <p>Individual and clumps of shrubs must not exceed 5sq. metres in area and must be separated by at least 5 metres.</p> <p>Trees must not overhang or touch any elements of the building.</p> <p>The canopy of specified tree clumps must be separated by at least 5 metres.</p> <p>There must be a clearance of at least 2 metres between the lowest tree branches and ground level.</p>
		<p>Access Lots 5, 6, 11, 12, 13, 14, 15, 16 17 and 18 must provide access for firefighting purposes to within 4 metres of the water supply and the building which meets the following requirements:</p> <ul style="list-style-type: none"> • Must be constructed so that it is accessible in all weather conditions and capable of accommodating a vehicle of 15 tonnes for the trafficable width • Curves must have a minimum inner radius of 10m. • The average grade must be no more than 1 in 7 (14.4 per cent) (8.1 degrees) with a maximum of no more than 1 in 5 (20 per cent) (11.3 degrees) for no more than 50m. • Have a minimum trafficable width of 3.5m of all-weather construction. • Be clear of encroachments for at least 0.5m on each side and 4m above the access way. • Dips must have no more than a 1 in 8 (12.5 per cent) (7.1 degrees) entry and exit angle.

EAST GIPPSLAND PLANNING SCHEME
Plan Endorsed under Condition 37 of
Permit No: 177/2011/P Dated: 11 March 2020

Endorsed by Robert Pringle for and on behalf of the
East Gippsland Shire Council
Date: 30 November 2020

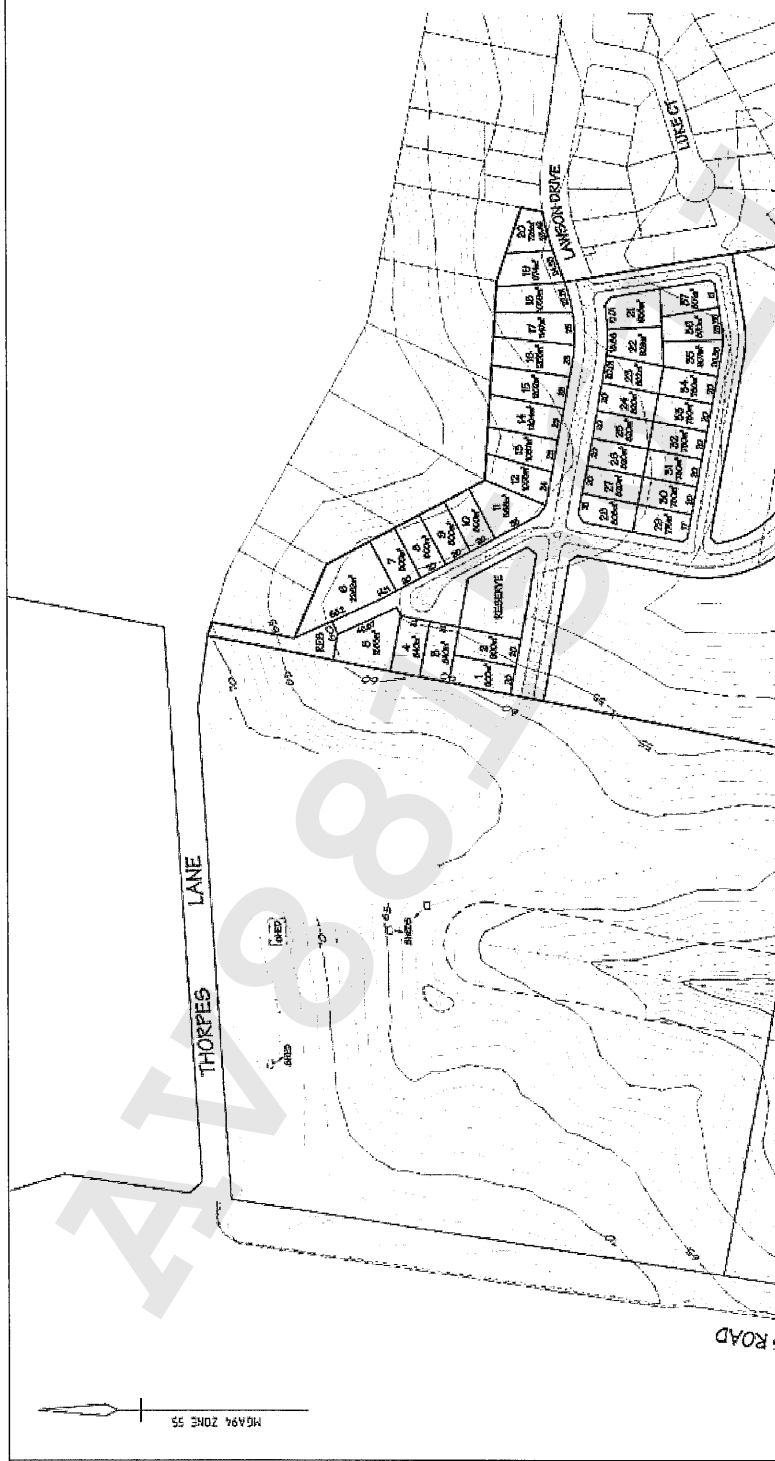
Sheet No: 1 of 2

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Bushfire Management Plan Page 2 of 2

Merrangbaur Heights

Version 1.17/18 Eoca Planning Pty Ltd



EAST GIPPSLAND PLANNING SCHEME

Plan Endorsed under Condition 37 of

Permit No: 177/2011/P Dated: 11 March 2020

Endorsed by Robert Pringle for and on behalf of the

East Gippsland Shire Council

Date: 30 November 2020

Sheet No: 2 of 2

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Annexure B – Bushfire Management Overlay Plan

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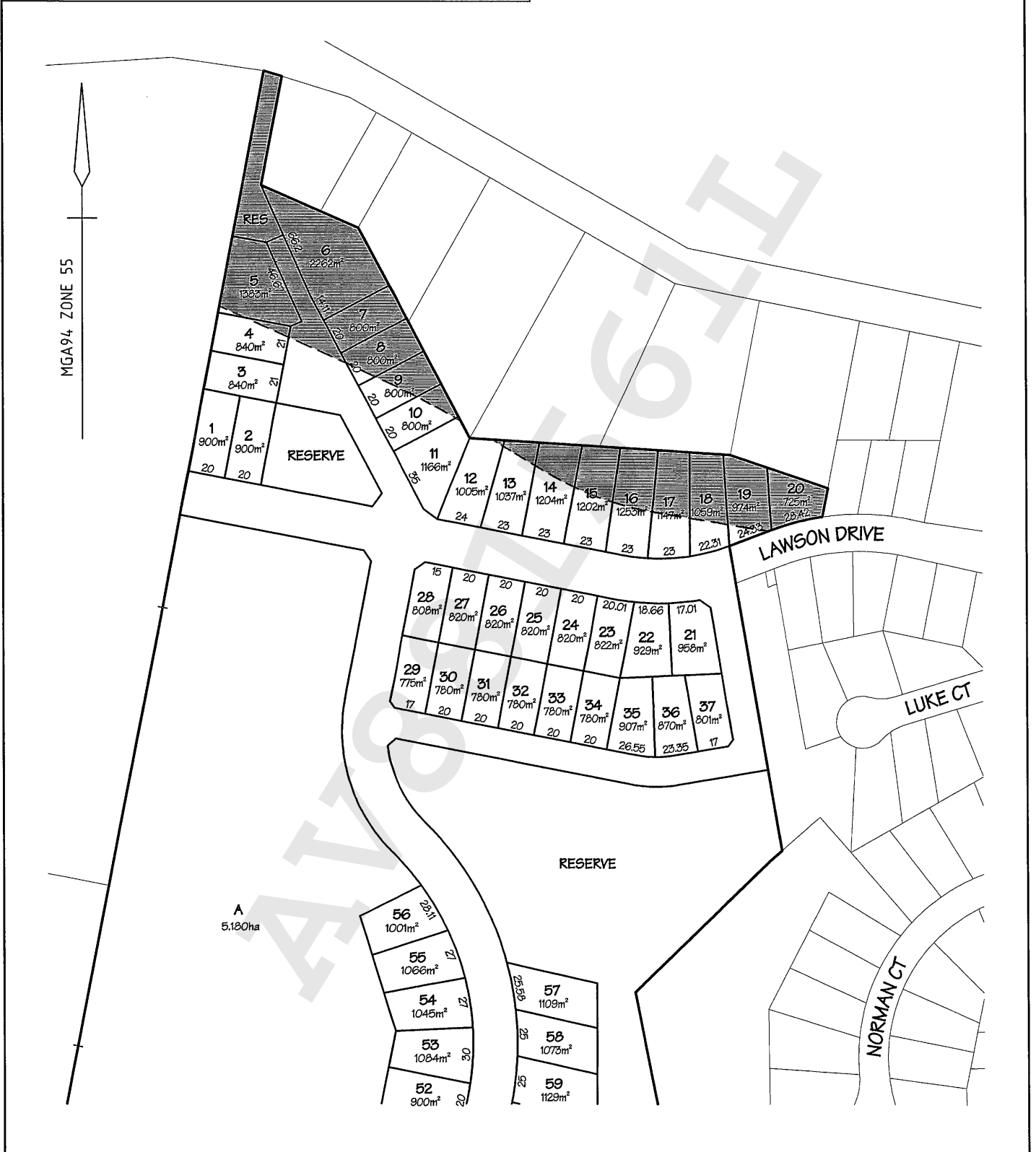
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BUSHFIRE MANAGEMENT OVERLAY PLAN

PARISH OF COLQUHOUN
CROWN ALLOTMENTS 27A, 28A & 30A (PARTS)
LOT 2 ON P5712500K

INDICATES BUSHFIRE
MANAGEMENT OVERLAY

LOTS AFFECTED BY BUSHFIRE MANAGEMENT OVERLAY;
LOTS 4-20 (BOTH INCLUSIVE)



Crowthier & Sadler Pty. Ltd.

LICENSED SURVEYORS & TOWN PLANNERS
152 MACLEOD STREET, BAIRNSDALE, VIC., 3875
P. (03) 5152 5011 E. contact@rowthiersadler.com.au

MERRANGBAUR HEIGHTS P/L

54 THORPES LANE, LAKES ENTRANCE

SCALE (SHEET SIZE A3)

SURVEYORS REF.

1 : 2000

17531

VERSION 1 - DRAWN 25/09/2020

FILENAME: Y:\17000-17999\17500-17599\17531 Merrangbaur Heights\17531 BMO V1.pro

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Annexure C – Environmental Audit Overlay Plan

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ENVIRONMENTAL AUDIT OVERLAY PLAN

PARISH OF COLQUHOUN
CROWN ALLOTMENTS 27A, 28A & 30A (PARTS)
LOT 2 ON P5712500K

--- DENOTES ENVIRONMENTAL
AUDIT OVERLAY

LOTS AFFECTED BY ENVIRONMENTAL AUDIT OVERLAY;
LOTS A, 56 & 1-37 (BOTH INCLUSIVE)



Crowther & Sadler Pty. Ltd.
 LICENSED SURVEYORS & TOWN PLANNERS
 152 MACLEOD STREET, BAIRNSDALE, VIC., 3875
 P. (03) 5152 5011 E. contact@crowthersadler.com.au

MERRANGBAUR HEIGHTS P/L
 54 THORPES LANE, LAKES ENTRANCE

SCALE (SHEET SIZE A3)

SURVEYORS REF.

1 : 2000

17531

VERSION 1 - DRAWN 25/09/2020

FILENAME: Y:\17000-17999\17500-17599\17531 Merrangbaur Heights\17531 EAO V1.prc



Planning Permit Application

For:

Construction of a dwelling & associated
shedding

At:

No. 35 Lady Harriet Drive,
lakes Entrance 3909

Prepared by:

Damian Anderson

October 28, 2024

Planning Department
East Gippsland Shire Council
P O Box 1618
Bairnsdale, VIC 3875

Dear Sir/Madam,

Re: PLANNING PERMIT APPLICATION –

For: The construction of a dwelling & associated shedding

At: 35 Lady Harriet Drive, Lakes Entrance 3909

Please find attached to this application, a copy of plans annotated with materials & finishes, planning report, current copy of title, sub-division plan, associated 173 agreements and fee of \$1420.70 (for planning application for buildings & works over \$100,000 but less than \$500,000).

The Site

The subject site is located at No 35 Lady Harriet Drive, Lakes Entrance, more particularly described as Lot 63 on Plan of Sub-Division 910656W. The allotment is located on the east side of Lady Harriet Drive mid-way between Latrobe Street and Apollo Drive, and is almost rectangular in shape with an area of 1169 square meters. The lot slopes rises slightly from the street and slopes towards the south and then to the south east. The area is sufficiently elevated to offer views of the ocean to the south across well established vegetation within reserved land that abuts the rear of the lot. The street is constructed with kerb and channel and concrete footpaths, while underground drainage and a sewer exist within the reserve along the rear of the lot. The rear boundary of the lot is fenced, while the site boundaries and street frontage are pegged but not fenced. The adjacent residential lots to the north and south are both currently vacant.

The Proposal

This application seeks approval to use this land to construct a new single storey, 4 bedroom, dwelling & associated colorbond shedding. The proposed residence will be set back 6 meters from the Lady Harriet Drive street frontage, and 1.55 meters from the north boundary and 3.4 meters clear of the south boundary which; will allow access for the construction of the shed towards the rear of the lot. The dwelling will be built on stumps with the garage area on a concrete slab with an excavation (site cut) to a depth of 60cm. The proposed shedding is to be located in the south east corner of the property, 1.5 meters from the south boundary & 2 meters from the east boundary, which; will require approximately 80cm of fill to provide a flat (level) area for the shed to be built. The proposed dwelling will be connected to reticulated power, water & sewerage.

State Planning Policy Framework

11 Settlement

Planning is to anticipate and respond to the needs of existing and future communities through provision of zoned and serviced land for housing, employment, recreation and open space, commercial and community facilities and infrastructure.

Planning is to recognize the need for, and as far as practicable contribute towards:

- Health and safety.
- Diversity of choice.

- Adaptation in response to changing technology.
- Economic viability.
- A high standard of urban design and amenity.
- Energy efficiency.
- Prevention of pollution to land, water and air.
- Protection of environmentally sensitive areas and natural resources.
- Accessibility.
- Land use and transport integration.
- Planning is to prevent environmental problems created by siting incompatible land uses close together.

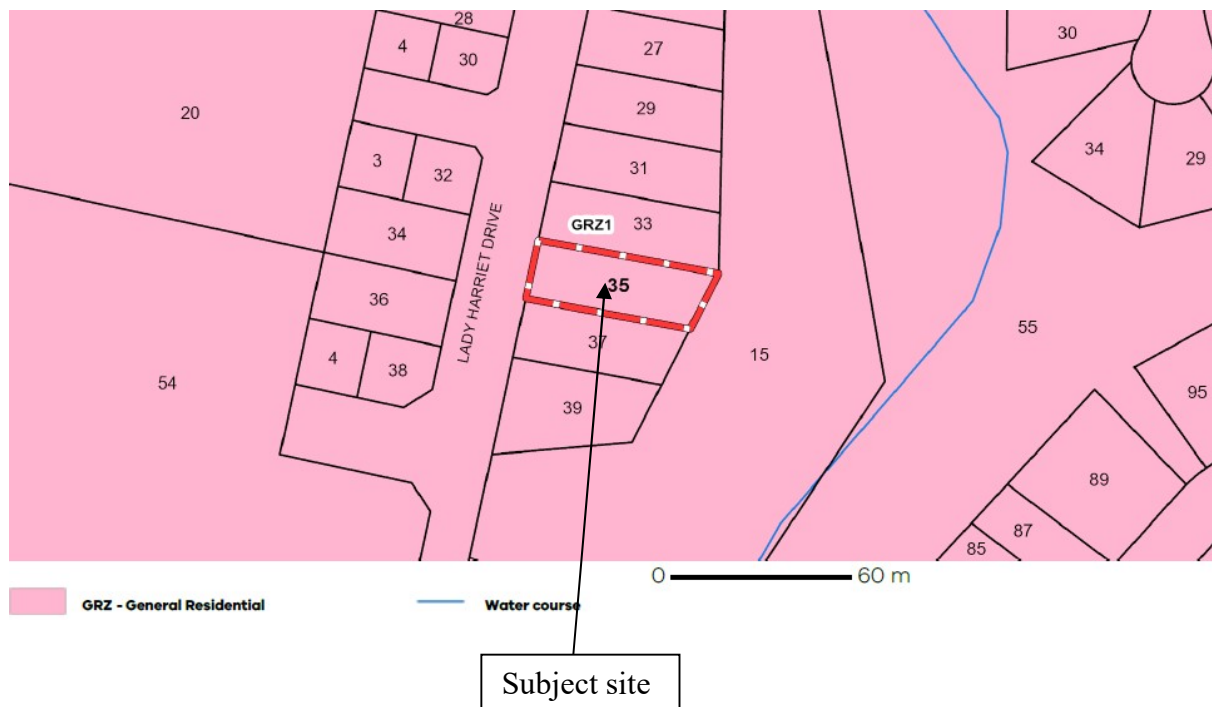
Planning is to facilitate sustainable development that takes full advantage of existing settlement patterns, and investment in transport and communication, water and sewerage and social facilities.

Local Planning Policy Framework

Zoning

The site is located within the **General Residential Zone (GRZ)** under the provisions of the East Gippsland Planning Scheme.

An extract of the zoning map from the East Gippsland Planning Scheme is shown below in **Figure 1**



32.08 General Residential Zone

Purpose

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

Planning Considerations:

The construction of a dwelling does not require a planning permit under Clause 32.08

OVERLAYS

43.02 Design & Development Overlay Schedule 13 (DDO13)

Purpose:

- To implement the State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement and local planning policies.
- To identify areas which are affected by specific requirements relating to the design and built form of new development.

Planning Considerations:

A planning permit is required under Schedule 13 to the Design & Development Overlay as the total building footprint on the site will be greater than 300 square meters.

The proposed dwelling & associated shedding will have a combined footprint of 480 square meters. The dwelling itself is to have a footprint of 416 square meters which includes a double garage & extensive decking, by today's standards a dwelling like this is hardly excessive & is in keeping with newer developments in the vicinity.

43.04 Development Plan Overlay Schedule 8 (DPO8)

Purpose:

- To implement the Municipal Planning Strategy and the Planning Policy Framework.
- To identify areas which require the form and conditions of future use and development to be shown on a development plan before a permit can be granted to use or develop the land.
- To exempt an application from notice and review if a development plan has been prepared to the satisfaction of the responsible authority.

Planning Considerations:

No planning permit is required under Clause 43.04

44.01 Erosion Management Overlay Schedule (EMO)

Purpose:

- To implement the State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement and local planning policies.
- To protect areas prone to erosion, landslip or other land degradation processes, by minimizing land disturbance and inappropriate development.

Planning Considerations:

No planning permit is required under Clause 41.01 as the proposed excavations remain, less than 1 meter in depth with; a site cut for the proposed dwelling is a max of 60cm deep, and fill to a maximum of 80 cm deep for the proposed shedding as shown on the attached drawings.

45.06 Development Contributions Plan Overlay Schedule 1 (DCPO1)

Purpose:

- To implement the Municipal Planning Strategy and the Planning Policy Framework.
- To identify areas which require the preparation of a development contributions plan for the purpose of levying contributions for the provision of works, services and facilities before development can commence.

Planning Considerations:

No planning permit is required under Clause 45.06

Municipal Strategic Statement and Local Policies

The subject site is connected to a range of physical services including electricity, telecommunications, town water, sewage and a suitable road network. This proposal does not contravene any element of the Municipal Strategic Statement.

Areas of Cultural Heritage Sensitivity

The subject site is not located in an area of cultural heritage sensitivity therefore; the preparation of a cultural heritage management plan is not required for this project.

Conclusion

The proposed dwelling & associated shedding is appropriate for the site as they will:

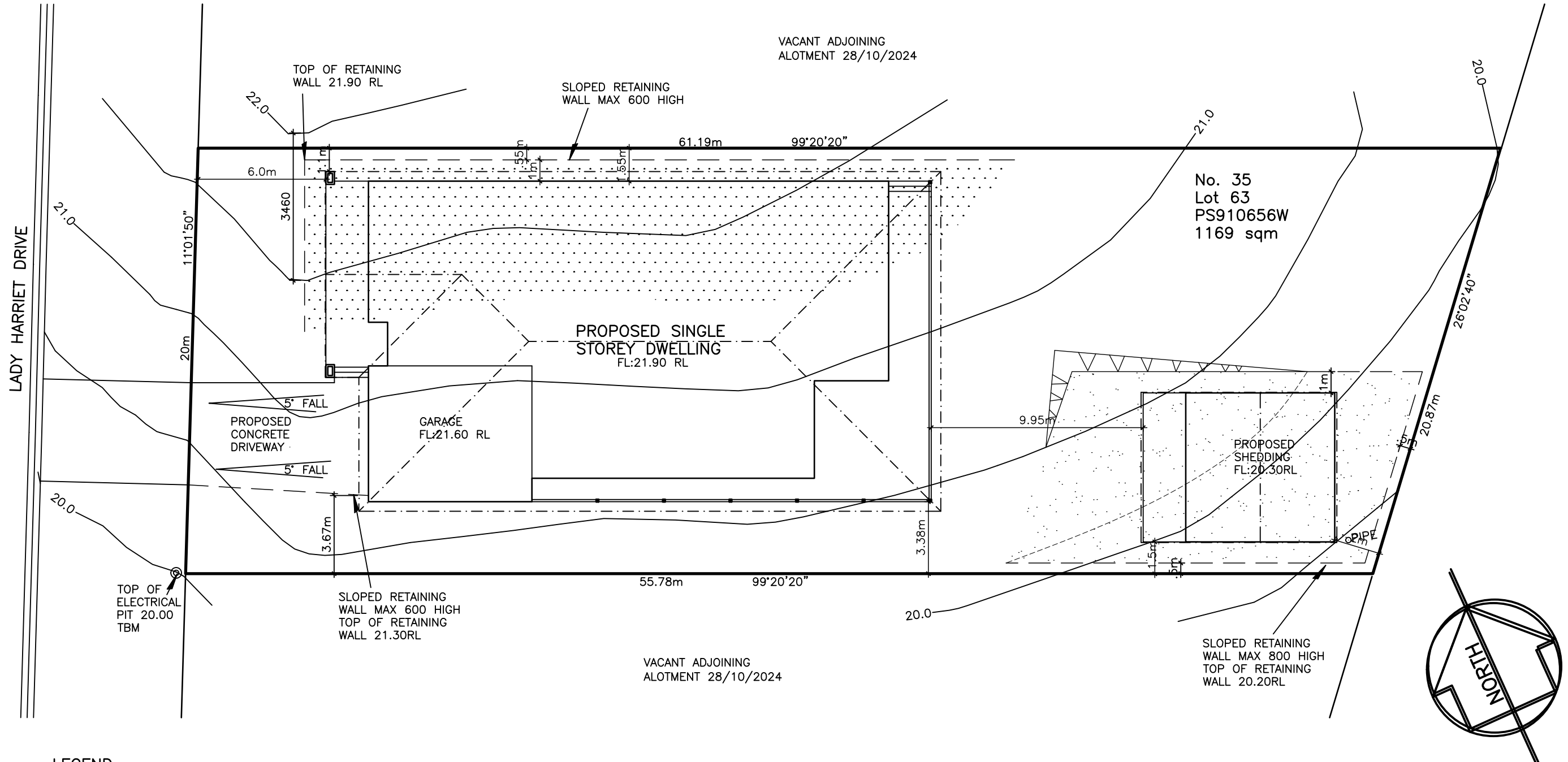
- Provide a development that is both site responsive and respects the surrounding land uses.
- Not be visually intrusive to the streetscape.
- Be in keeping with architecture in the vicinity.
- Satisfy the purpose of the decision guidelines of the Zone.
- Not disrupt the operation of Lady Harriet Drive.
- Be connected to a reticulated power supply.
- Be connected to a reticulated sewerage system.
- Be connected to a reticulated potable household water supply.
- Not in any way breach the current building regulations.

It is requested that East Gippsland Shire Council issue a planning permit to allow the construction of a dwelling & associated shedding on the site at number 35 Lady Harriet Drive, Lakes Entrance.

If any other details are required please do not hesitate to contact or email me personally.

Kind Regards,



Damian Anderson Drafting & Design



No. 35
Lot 63
PS910656W
1169 sqm

Site Plan
SCALE 1:200

LEGEND

-  = SCRAPE SITE TO 21.30 RL
-  = CUT/FILL SITE TO 20.20 RL

SITE ANALYSIS

SITE AREA	1169 SQM
DWELLING	416.61 SQM
SHEDDING	63 SQM
CONCRETE DRIVEWAY	42.85 SQM
TOTAL SITE COVERAGE	522.46 SQM 44.69 %

BUSHFIRE ATTACK LEVEL 12.5
ALL CONSTRUCTION TO COMPLY WITH BUSHFIRE
ATTACK LEVEL 12.5 IN ACCORDANCE WITH AS.3959

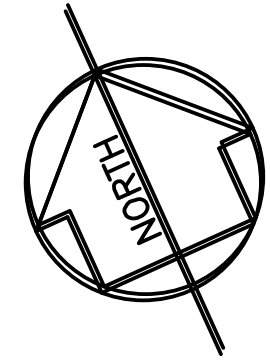
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PROPOSED DWELLING
FOR: B. leonard
AT: 35 Lady Harriet Drive,
Lakes Entrance 3909

JOB NO: 342024
DATE: 28/10/2024

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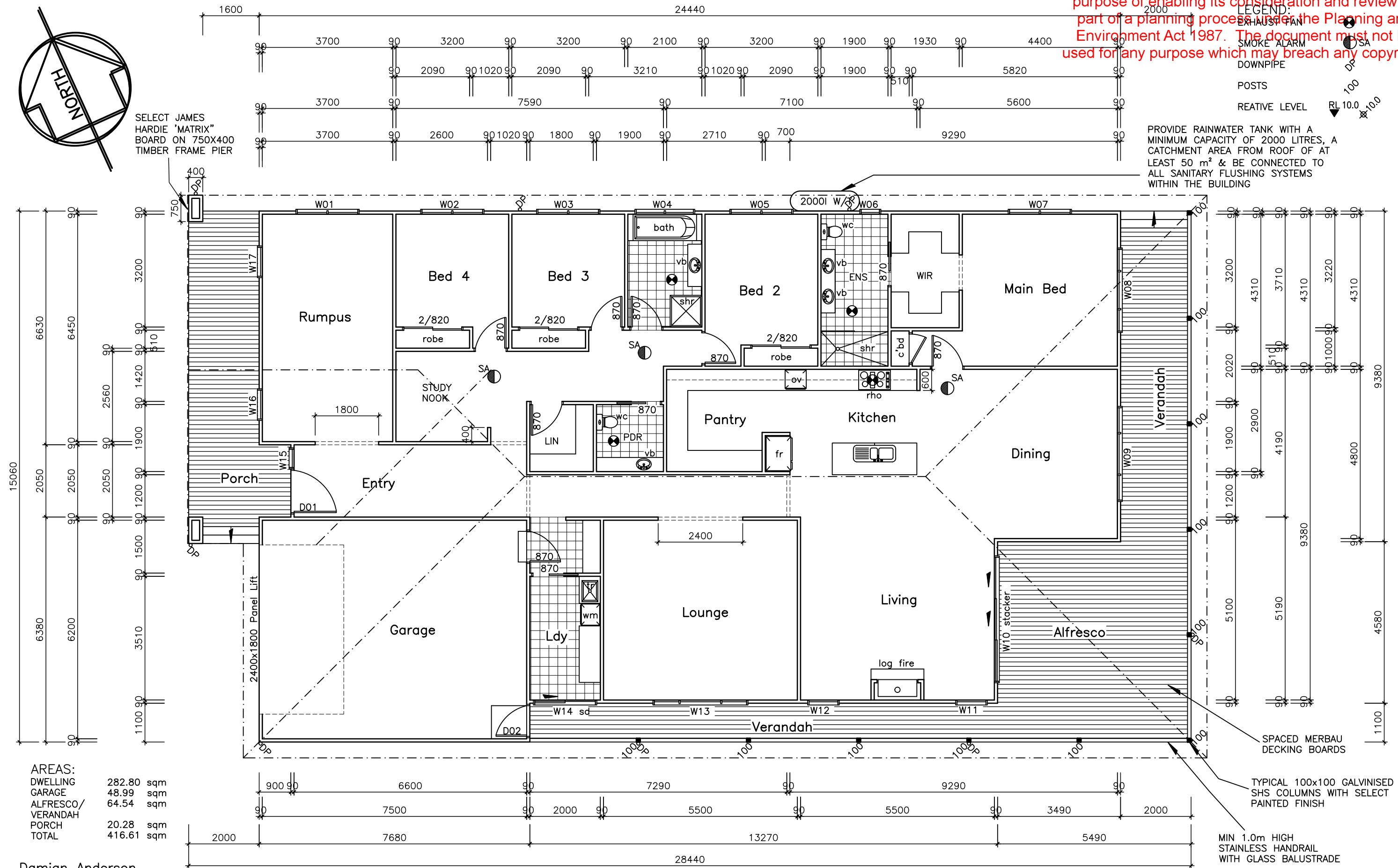
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SELECT JAMES HARDIE "MATRIX" BOARD ON 750X400 TIMBER FRAME PIER

- LEGEND:
- EXHAUST FAN
 - SMOKE ALARM
 - DOWNPIPE
 - POSTS
 - REACTIVE LEVEL

PROVIDE RAINWATER TANK WITH A MINIMUM CAPACITY OF 2000 LITRES, A CATCHMENT AREA FROM ROOF OF AT LEAST 50 m² & BE CONNECTED TO ALL SANITARY FLUSHING SYSTEMS WITHIN THE BUILDING



AREAS:

DWELLING	282.80 sqm
GARAGE	48.99 sqm
ALFRESCO/VERANDAH	64.54 sqm
PORCH	20.28 sqm
TOTAL	416.61 sqm

Floor Plan

SCALE 1:100

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SPACED MERBAU DECKING BOARDS
TYPICAL 100x100 GALVANISED SHS COLUMNS WITH SELECT PAINTED FINISH
MIN 1.0m HIGH STAINLESS HANDRAIL WITH GLASS BALUSTRADE

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BUSHFIRE ATTACK LEVEL 12.5
ALL CONSTRUCTION TO COMPLY WITH BUSHFIRE ATTACK LEVEL 12.5 IN ACCORDANCE WITH AS.3959

5.2 - SUB FLOOR SUPPORTS
 NO SPECIAL CONSTRUCTION REQUIREMENTS.

5.3 - FLOORS
 NO SPECIAL CONSTRUCTION REQUIREMENTS.

5.4 - EXTERNAL WALLS
 ALL WALLS WITHIN 400mm ABOVE GROUND TO COMPLY WITH:
 (i) NON-COMBUSTIBLE MATERIAL OR BUSHFIRE RESISTANT/NATURAL FIRE RESISTANT TIMBERS.
 (ii) ENSURE ALL GAPS/JOINTS NOT TO EXCEED 3mm.
 (iii) ALL WEEPHOLES AND VENTS TO BE PROTECTED WITH SPARK GUARDS MADE OF CORROSION-RESISTANT STEEL MESH, 'BRONZE' OR 'ALUMINIUM' WITH A MAX. APERTURE SIZE OF 2mm.

5.5 - EXTERNAL WINDOWS
 WINDOWS LESS THAN 400mm FROM GROUND, DECKS, FLAT ROOFS. TO BE EITHER BUSHFIRE RESISTANT TIMBER, OR ALUMINIUM, OR METAL PVC-U FITTED WITH EITHER:
 (i) 5mm TOUGHENED GLASS OR
 (ii) GLASS BLOCK. OR
 (ii) COMPLETELY EXTERNALLY SCREENED WITH STEEL, BRONZE OR ALUMINIUM MESH WITH A MAX. APPERTURE SIZE OF 2mm

THE OPENABLE PORTION OF TOUGHENED GLASS WINDOWS SHALL BE FITTED WITH FLY WIRE SCREENS OF EITHER BRONZE, STAINLESS STEEL OR ALUMINIUM MESH WITH 2mm MAX APPERTURE SIZE.

5.5 - EXTERNAL DOORS
 DOORS LESS THAN 400mm FROM GROUND, DECKS, TO BE TIGHT FITTING WITH WEATHER STRIPS OR DRAUGHT EXCLUDERS TO THE BASE OF DOORS AND BE EITHER OF THE FOLLOWING:
 (i) NON COMBUSTIBLE - ALUMINIUM OR
 (ii) 35mm SOLID TIMBER CORE DOOR FOR BOTTOM 400mm OR
 (iii) SCREENED WITH STEEL, BRONZE OR ALUMINIUM MESH WITH A 2mm MAX APPERTURE SIZE.

DOORS WITH GLAZED INFILLS TO HAVE 5mm TOUGHENED GLASS.
 GARAGE DOORS TO CONSIST OF NON-COMBUSTIBLE MATERIALS OR FIRE RESISTANT TIMBERS. PANEL LIFT, TILT AND SIDE HUNG DOORS TO BE FITTED WITH WEATHER STRIPS OR DRAUGHT EXCLUDERS MAX. 3mm GAP. ROLLER DOORS MUST HAVE GUIDE TRACK WITH MAX. 3mm GAP AND NYLON BRUSH IN CONTACT WITH DOOR.

5.6 - ROOFS
 ROOF TO BE NON-COMBUSTIBLE AND FULLY SARKED WITH ALL JUNCTIONS SEALED. SARKING UNDER ROOF TILES TO HAVE FLAMMABILITY INDEX NOT MORE THAN 5.

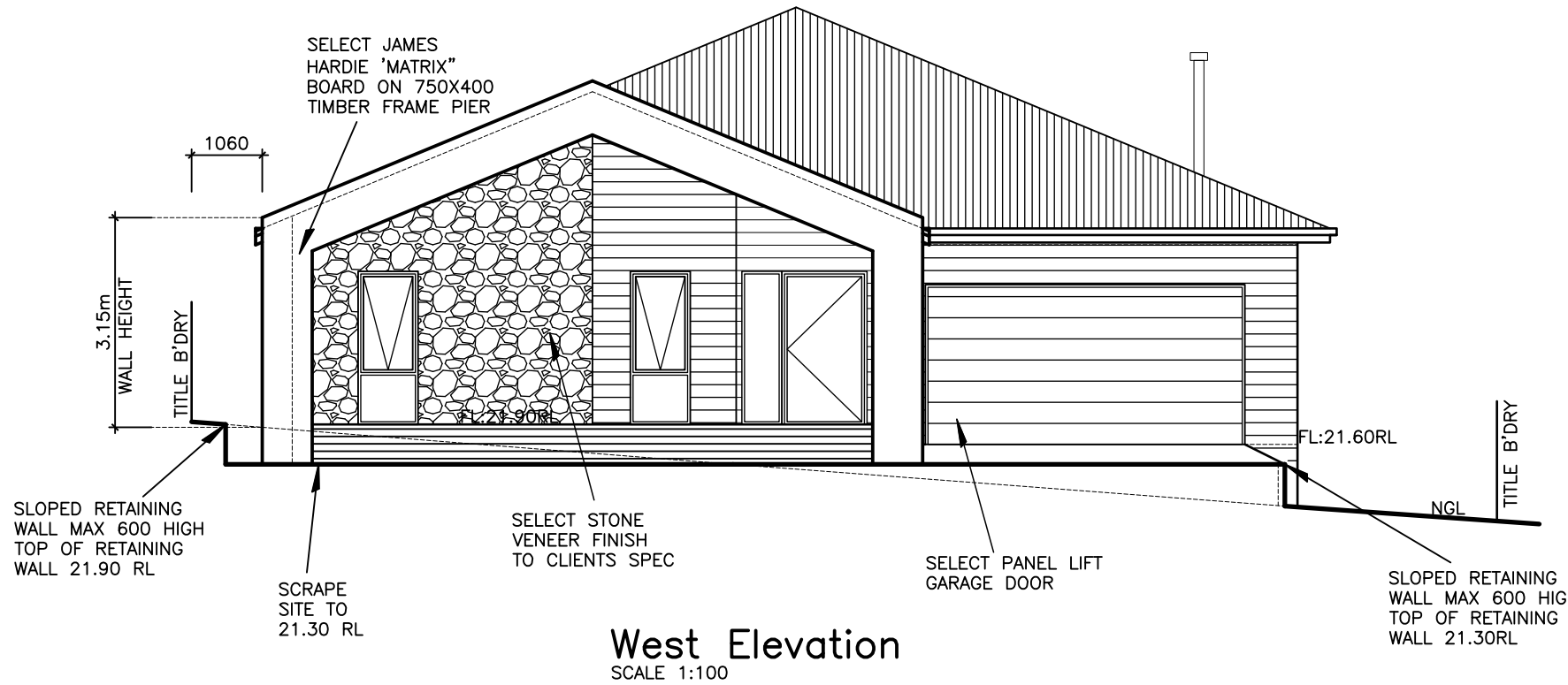
ROOF PENETRATIONS TO BE SEALED WITH NON-COMBUSTIBLE MATERIALS AND ANY OPENINGS TO BE FITTED WITH STEEL MESH OR PERFORATED SHEET.

5.7 - VERANDAHS, DECKS ETC
 NO SPECIAL REQUIREMENTS FOR SUPPORTS OR FRAMING.

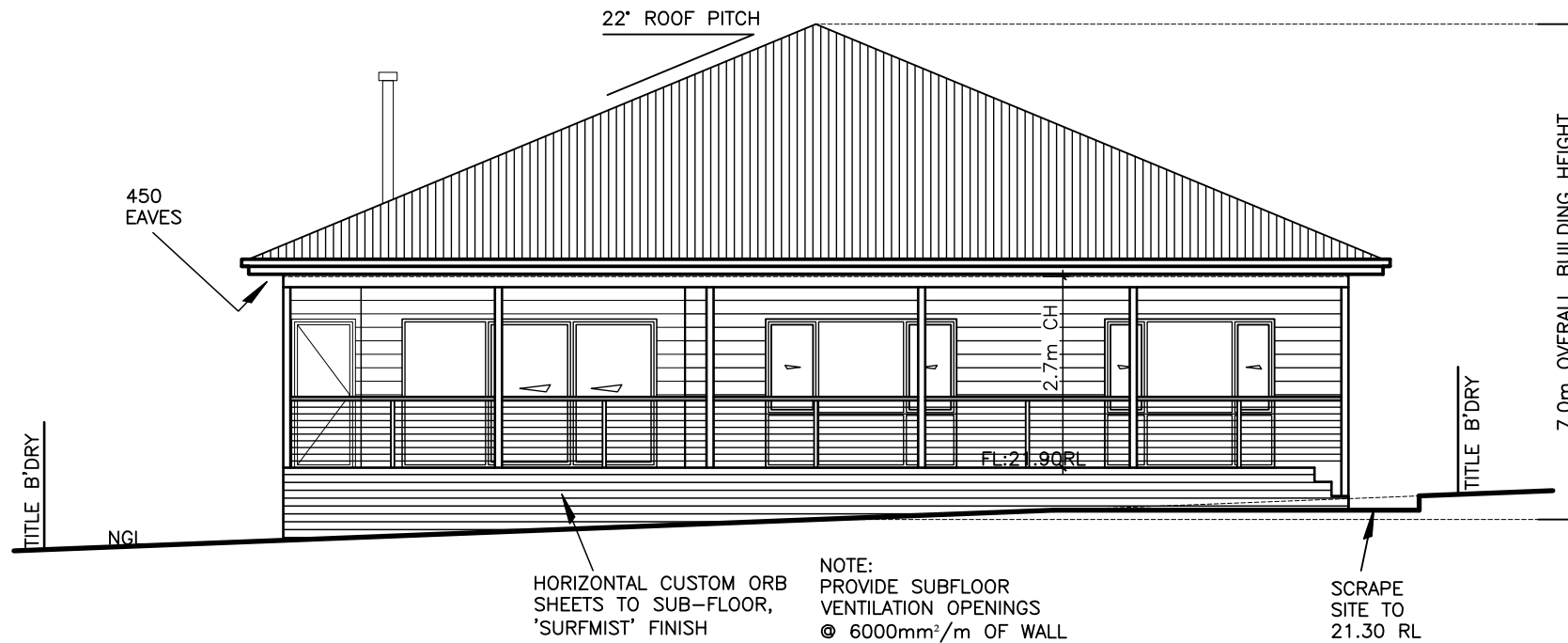
MATERIALS USED TO ENCLOSED DECK SUB-FLOOR SPACE MUST BE OF NON-COMBUSTIBLE MATERIAL OR BUSHFIRE RESISTANT TIMBER WITHIN 400mm OF GROUND LEVEL.

DECKING TO BE NON-COMBUSTIBLE OR BUSHFIRE RESISTANT WITHIN 300mm HORIZONTALLY AND 400mm VERTICALLY FROM GLAZED ELEMENTS.

FIRE RESISTANT TIMBERS
 FIRE RESISTANT TIMBERS MUST BE MIN. 18mm THICK TO BE EFFECTIVE AND ARE AS FOLLOWS:
 SILVER-TOP ASH, BLACK BUTT, RIVER RED GUM, SPOTTED GUM, RED IRON BARK, KWILA (MERBAU), TERPENTINE



West Elevation
 SCALE 1:100



East Elevation
 SCALE 1:100

NOTE:
 PROVIDE SUBFLOOR VENTILATION OPENINGS @ 6000mm²/m OF WALL

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ADDITIONAL GENERAL NOTES TO WORKING DRAWINGS

- All work to comply with NCC BCA 2022 Volume 2 (NCC) and the relevant Australian Standards currently referenced under Part A4 of the NCC including the standards listed below:
- Glazing to comply with AS1288 (Glass in buildings selection and installation)
- Windows to comply with AS2047 (Windows in building selections and installations)
- Roof sheeting to comply with AS1562 (Design and installation of sheet roof and wall cladding)
- Footings to comply with AS2870 (Residential slabs and footings)
- Timber framing to comply with AS1684.2 (Residential timber-framed construction)
- Wet area to comply with AS3740 (Waterproofing of domestic wet areas)
- Termite protection to comply with AS3660.1 (Termite management for new building work).
- Smoke alarms to comply with AS3786, to be hardwired and interconnected.
- A toilet door must not swing within 1.2m of the closet pan.
- Exhaust fans to discharge directly to the outside at a flow rate of not less than 25 l/s (bathroom, powder rooms, ensuites) or 40 l/s (laundry or kitchen systems), unless otherwise discharged into a ventilated roof space in accordance with BCA.
- Ventilation to roof space to comply with BCA 2022 Part 10.8

STAIRS AND BARRIER

- Risers to be maximum 190mm
- Goings to be minimum 240mm
- Maximum 125mm gaps between risers.
- A barrier (eg balustrading) must not allow a 125mm sphere to pass through it.
- The maximum doorway threshold is 230mm above the external finished surface.
- A landing must extend across the full width of the doorway.
- Stair treads to have a surface with a slip resistance classification not less than P3 or R10 (internal) or P4 or R11 (external) or nosing strips trip with a slip resistance classification not less than P3 (internal) or P4 (external).

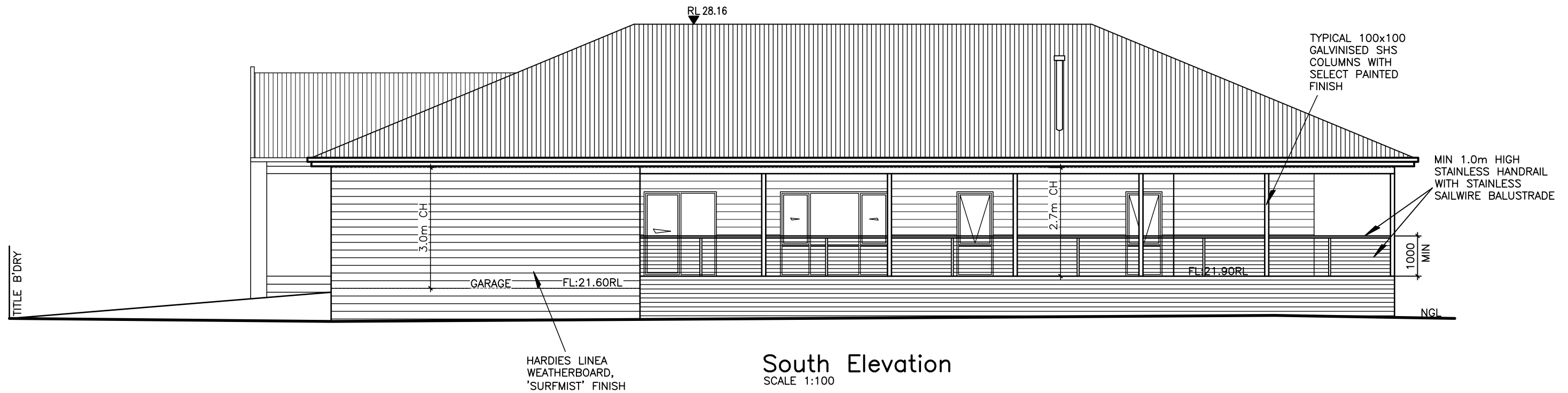
DRAINAGE

- The stormwater drainage system must comply with AS3500.3 or AS3500.5.
- The stormwater drainage system must discharge to the legal point of discharge nominated by Council.

FRAMING

- A wind classification of N3 applies to the site unless otherwise noted on the approved working drawings or structural plans and computations.
- Provide a minimum 150mm subfloor clearance to the underside of the bearer or minimum 400mm in a declared termite area.
- Subfloor ventilation to be provided with minimum aggregate openings of 6000mm² per metre of wall.
- Timber members for the deck and/or verandah must be suitable for external use and have a certain level of durability. For in-ground contact, the timber must be preservative-treated to H5. For above-ground use, the timber must be preservative-treated to H3.

WINDOW No	H	W	FRAME	OPENING	HEAD	GLAZING	U-VALUE	SHGC
W01	1200	x 1800	ALUMINIUM	AWNING	2.1m	5/8/5	3.38	0.44
W02	1200	x 1800	ALUMINIUM	AWNING	2.1m	5/8/5	3.38	0.44
W03	1200	x 1800	ALUMINIUM	AWNING	2.1m	5/8/5	3.38	0.44
W04	1200	x 1800	ALUMINIUM	AWNING	2.1m	5/8/5	3.38	0.44
W05	1200	x 1800	ALUMINIUM	AWNING	2.1m	5/8/5	3.38	0.44
W06	1800	x 600	ALUMINIUM	LOUVRE	2.1m	6clr	6.12	0.63
W07	600	x 1800	ALUMINIUM	SLIDING	2.1m	5/6/5	3.39	0.47
W08	2100	x 2400	ALUMINIUM	SLIDING	2.1m	5/6/5	3.39	0.47
W09	2100	x 2700	ALUMINIUM	SLIDING	2.1m	5/6/5	3.39	0.47
W10	2100	x 3600	ALUMINIUM	STACKER	2.1m	5/8/5	2.94	0.48
W11	2100	x 900	ALUMINIUM	AWNING	2.1m	5/8/5	3.38	0.44
W12	2100	x 900	ALUMINIUM	AWNING	2.1m	5/8/5	3.38	0.44
W13	2100	x 2700	ALUMINIUM	SLIDING	2.1m	5/6/5	3.39	0.47
W14	2100	x 1800	ALUMINIUM	SD	2.1m	5/8/5	2.94	0.48
W15	2300	x 600	ALUMINIUM	FIXED	2.3m	5/8/5	2.31	0.53
W16	2300	x 900	ALUMINIUM	AWNING	2.3m	5/8/5	3.38	0.44
W17	2300	x 900	ALUMINIUM	AWNING	2.3m	5/8/5	3.38	0.44
D01	2300	x 1200	TIMBER	ENTRY DOOR	2.3m			
D02	2100	x 870	TIMBER	DOOR	2.1m			



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INSITU SHOWERS:

- GLASS PANELS WITH DOOR:
 - 1 IN 60 TO 1 IN 80 FALL TO FLOOR WASTE.
 - MIN 25MM STEP DOWN INTO SHOWER ENCLOSURE. OR
 - PROVIDE HUB TO EXTERNAL SIDE OF SCREEN TO STOP WATER SEEPAGE
 - WATERSTOP AT EXTREMITY OF ENCLOSED FRAMELESS SHOWER SCREEN
 - ENTIRE SHOWER ENCLOSURE TO 1800 HIGH TILED
 - ACCREDITED WATERPROOF MEMBRANE TO ENTIRE SHOWER ENCLOSURE

GLASS PANELS WITHOUT DOOR:

- ENTIRE WET AREA FLOOR FOR TIMBER FLOORS TO BE INSTALLED WITH AN ACCREDITED WATERPROOF MEMBRANE,
- WATERSTOP TO PERIMETRE OPENINGS AND JOINERY
- PROVIDE HUB TO EXTERNAL SIDE OF SCREEN TO STOP WATER SEEPAGE OR
- FLOOR TO DRAIN TO ADDITIONAL FLOOR WASTE WHERE SHOWN IN ROOM.
- PROVIDE WATERSTOP AT 1500 RADIUS FOR CONCRETE FLOORS
- WALLS TILED TO 1800 HIGH FOR AT LEAST 1500 FLOOR RADIUS FROM SHOWER ROSE.
- 1 IN 60 TO 1 IN 80 FALL TO FLOOR WASTE WITHIN 1500 FLOOR RADIUS.

REQUIREMENTS FOR WIRE BALUSTRADING:

ALL SAIL WIRE BALUSTRADING TO BE CONSTRUCTED TO COMPLY TO BCA 2006, AND TEST CARRIED OUT BY MANUFACTURER WITH SUPERVISION OF BUILDING SURVEYOR.

ALTERNATIVE BALUSTRADING MUST BE INSTALLED IF DECK HEIGHT IS GREATER THAN 4.0m FROM FINISHED GROUND SURROUNDING DECK.

A MAXIMUM POST SPACING OF 1.8 METRES.

DROPPERS MUST BE PLACED AT MAXIMUM 900mm CENTRES AND SECURED TOP AND BOTTOM.

WIRE MUST BE STAINLESS STEEL MINIMUM 3.2mm DIAM (LAY OF 19 WIRES) AND SPACED MAX 80mm.

TENSIONERS MUST BE PLACED TO EACH STRAND OF WIRE AND MUST BE AT EACH CHANGE OF DIRECTION. (30 DEGREES OR MORE IS A DIRECTION CHANGE)

A SOLID TOP RAIL IS REQUIRED. FOR STEEL TUBING MIN 40mm DIAM IS REQUIRED AS PER TFM TABLES.

WIRE MUST BE TENSIONED TO 670 NEWTONS. OR NOT DEFLECT 5mm WHEN 2KG MASS IS APPLIED MIDSPAN.

ALL SPECS TO B.C.A. (P3.9.2.) AND A.S. 1170.1 Clause 4.7.

THERMAL CONSTRUCTION

- (a) Where required, insulation must comply with AS/NZS 4859.1 and be installed so that it;
 - (i) abuts or overlaps adjoining insulation other than at supporting members such as studs, noggings, joists, furring channels and the like where the insulation must be against the member; and
 - (ii) forms a continuous barrier with ceilings, walls, bulkheads, floors or the like that inherently contribute to the thermal barrier; and
 - (iii) does not affect the safe or effective operation of a service or fitting.
- (b) Where required, reflective insulation must be installed with
 - (i) the necessary airspace to achieve the required R-Value between a reflective side of the reflective insulation and a building lining or cladding; and;
 - (ii) the reflective insulation closely fitted against any penetration, door or window opening; and
 - (iii) the reflective insulation adequately supported by framing members; and
 - (iv) each adjoining sheet of roll membrane being;
 - (A) overlapped not less than 50 mm; or
 - (B) taped together.
- (c) Where required, bulk insulation must be installed so that,
 - (i) it maintains its position and thickness, other than where it is compressed between cladding and supporting members, water pipes, electrical cabling or the like; and
 - (ii) in a ceiling, where there is no bulk insulation or reflective insulation in the wall beneath, it overlaps the wall by not less than 50 mm.
- (d) Roof, ceiling, wall and floor materials, and associated surfaces are deemed to have the thermal properties listed in Specification J1.2.
- (e) The required Total R-Value and Total System U-Value for common area, including allowance for thermal bridging, must be determined in accordance with Specification J1.5a for wall-glazing construction

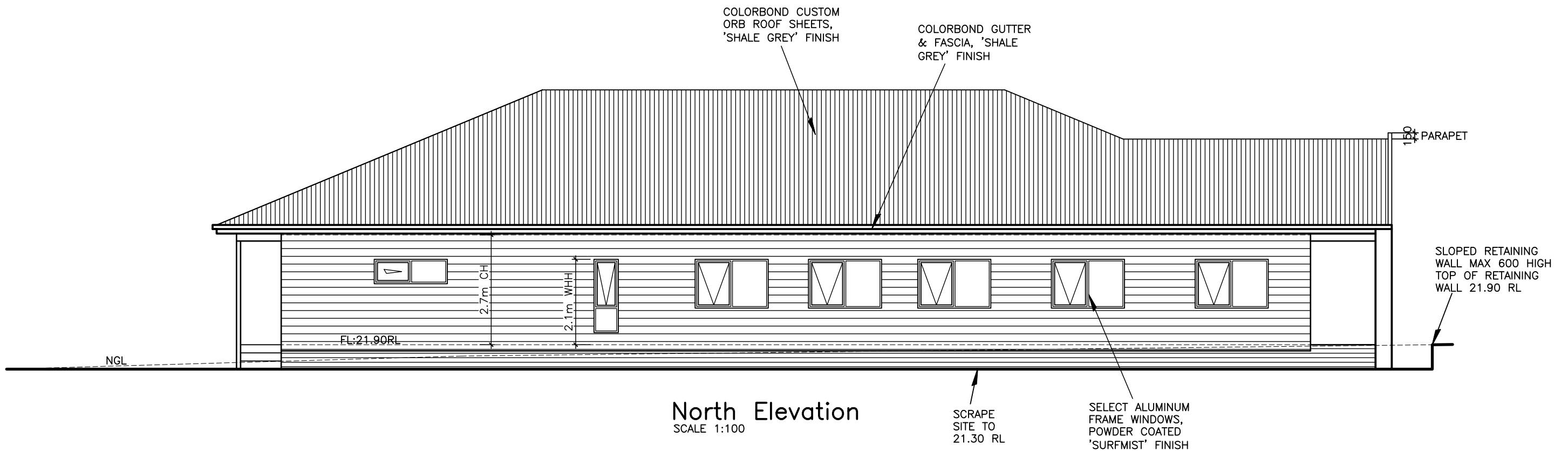
BUILDING SEALING

- Windows and Doors
 - A door, operable window or the like must be sealed when forming part of the envelope for requirements that apply to:
 - (i) A window complying with AS 2047
 - (ii) A fire door or smoke door
- Provide a seal to restrict air infiltration
 - (i) for the bottom edge of a door, must be a draft protection device; and
 - (ii) for the other edges of a door or the edges of an operable window or other such opening, may be a foam or rubber compression strip, fibrous seal or the like.

Exhaust Fans

All exhaust fans must be fitted with a sealing device such as a self-closing damper or the like when serving a conditioned space or a habitable room.

- Construction of ceilings, walls and floors
 - Ceilings, walls, floors and any opening such as a window frame, door frame, roof light frame or the like when forming part of the envelope must be constructed to minimise air leakage.
 - (i) Enclosed by internal lining systems that are close fitting at ceiling, wall and floor junctions; or
 - (ii) Sealed at junctions and penetrations with close fitting architrave, skirting or cornice or expanding foam, rubber compressible strip, caulking or the like.
- The requirements do not apply to openings, grilles or the like required for smoke hazard management

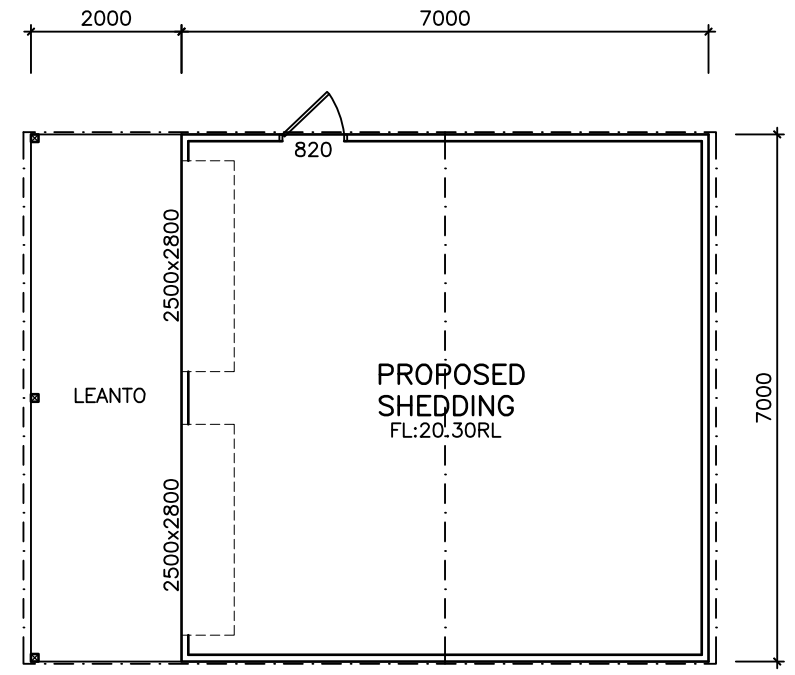


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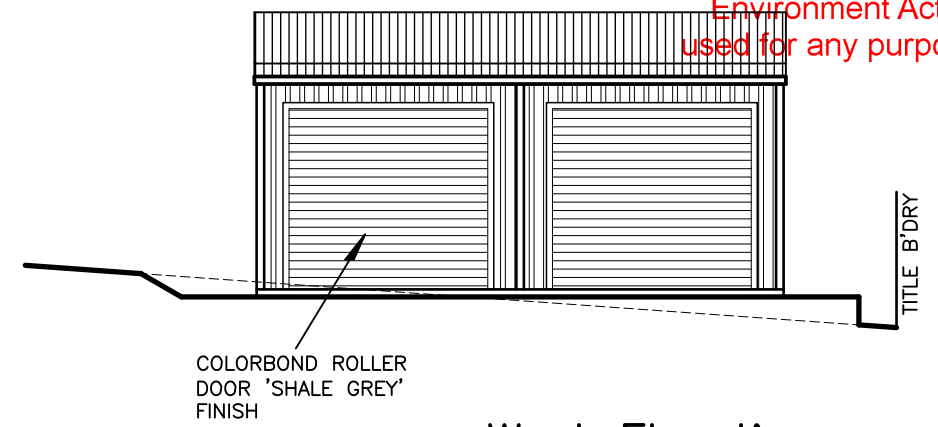
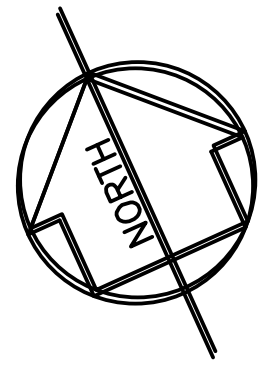
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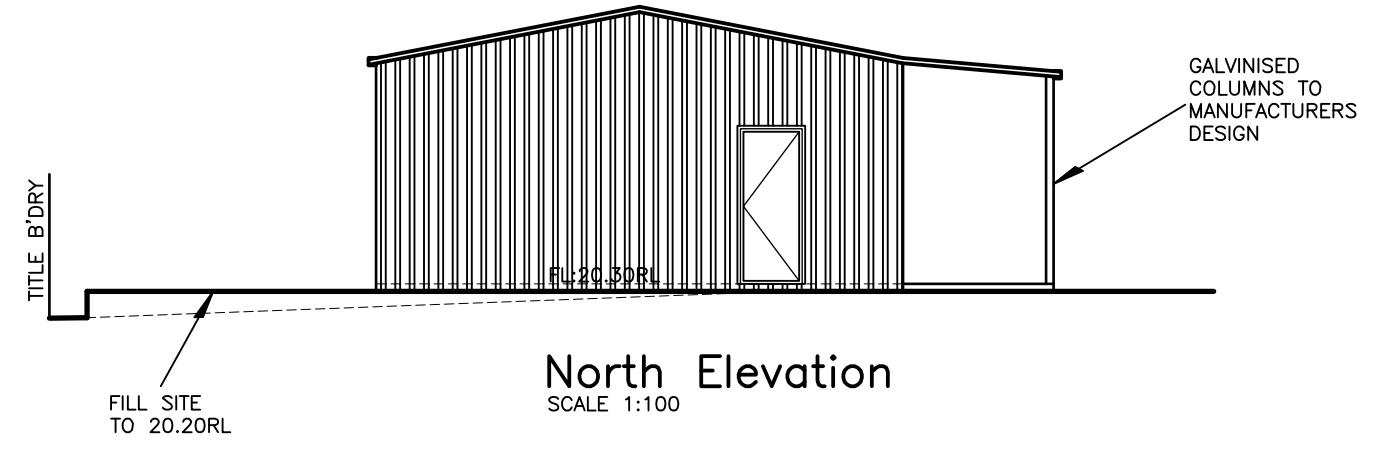
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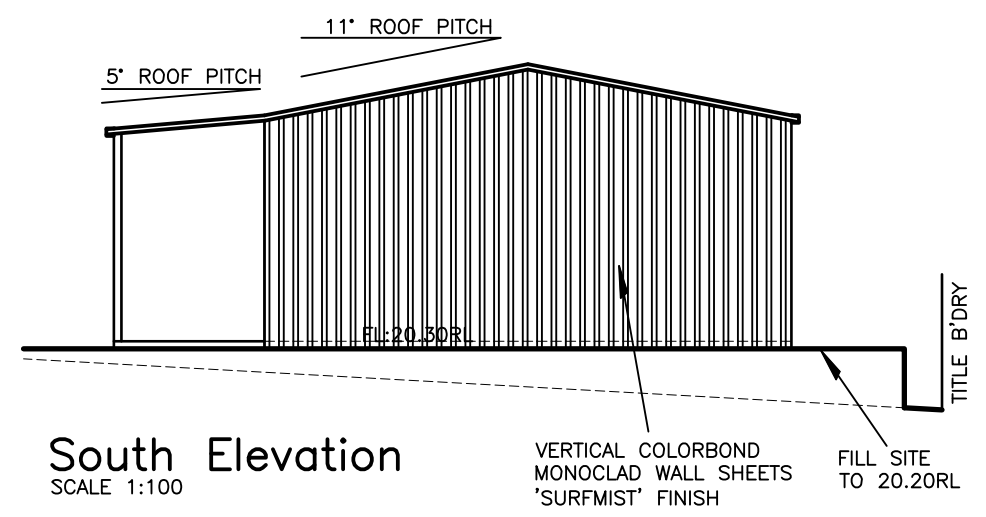
Floor Plan
SCALE 1:100



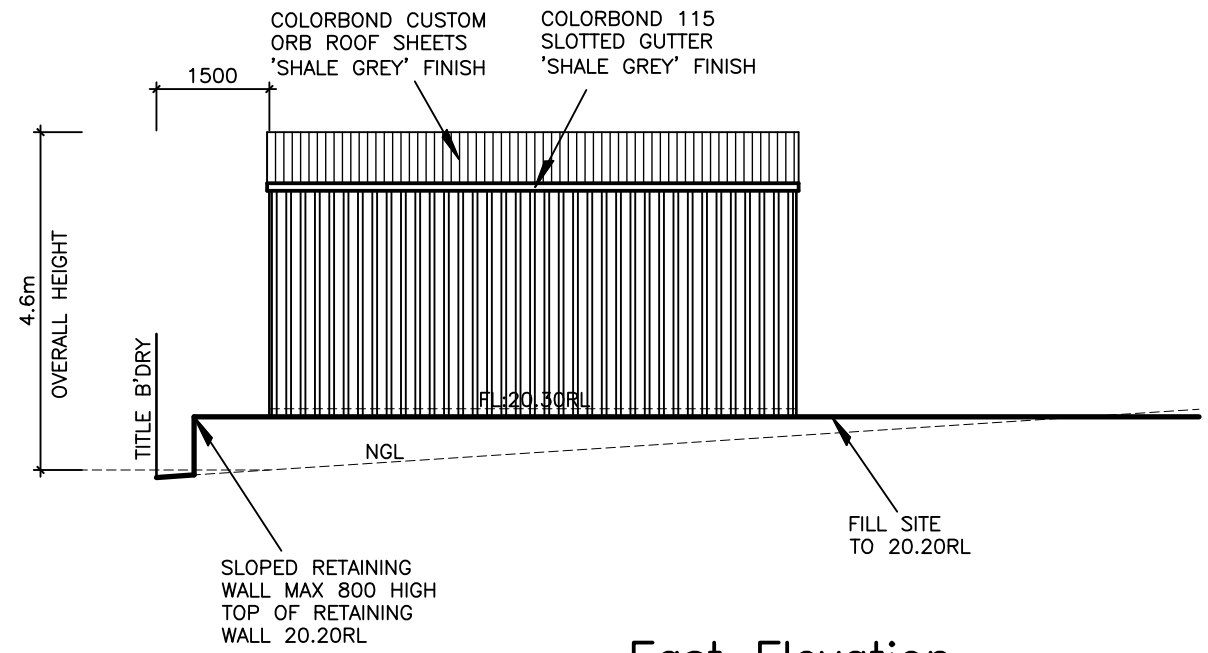
West Elevation
SCALE 1:100



North Elevation
SCALE 1:100



South Elevation
SCALE 1:100



East Elevation
SCALE 1:100

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