

Form 2

## NOTICE OF AN APPLICATION FOR PLANNING PERMIT

|   |   |
|---|---|
| The land affected by the application is located at: | 122B Myer Street LAKES ENTRANCE 3909<br>Lot: 1 PS: 705683 |
| The application is for a permit to:                 | Development of a dwelling                                 |
| The applicant for the permit is:                    | Crowther & Sadler Pty Ltd                                 |
| The application reference number is:                | 5.2024.95.1   |

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.

|   |   |
|---|---|
| <b>The Responsible Authority will not decide on the application before:</b> | <b>Subject to the applicant giving notice</b> |
|---|---|

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

**REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958** Page 1 of 3

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VOLUME 12097 FOLIO 193

Security no : 124113717722J  
Produced 26/03/2024 04:01 PM

**LAND DESCRIPTION**

Lot 1 on Plan of Subdivision 705683N.  
PARENT TITLE Volume 08204 Folio 935  
Created by instrument PS705683N 05/07/2019

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
KAREN MAREE BELL  
AT833570Y 04/12/2020

**ENCUMBRANCES, CAVEATS AND NOTICES**

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  
AS114209K 26/04/2019

**DIAGRAM LOCATION**

SEE PS705683N FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

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

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

Street Address: 122B MYER STREET LAKES ENTRANCE VIC 3909

**ADMINISTRATIVE NOTICES**

NIL

DOCUMENT END

ADVERTISED

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



Lodged by

Name: MANN LEGAL  
Phone: 03 5224 2916  
Address: DX 22058 GEELONG  
Reference: 185121G1 BJC  
Customer code: 166M

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

Land:(volume and folio)

CERTIFICATE OF TITLE VOL 8204 FOL 935

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

EAST GIPPSLAND SHIRE COUNCIL *OF 273 MAIN STREET BARNSDALE 3875*

Section and act under which agreement is made:

SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987

A copy of the agreement is attached to this application:

A COPY OF THE AGREEMENT IS ATTACHED TO THIS APPLICATION

Signing:

35271702A

181PEA

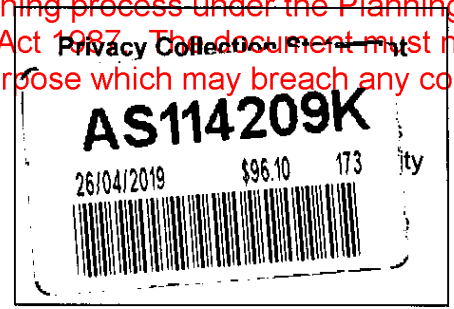
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**Application by a responsible authority for the making of a recording of an agreement**  
**Section 181 Planning and Environment Act 1987**



**Certifications**

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

Executed on behalf of *EAST CIPPSLAND SAIRE COUNCIL*

Signer Name            BELINDA JANE COOK  
 Signer Organisation    MANN LEGAL  
 Signer Role            AUSTRALIAN LEGAL PRACTITIONER

Signature            *[Handwritten Signature]*

Execution Date        *29/4/19*

35271702A

181PEA

Page 2 of 2

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AS114209K



**SECTION 173 AGREEMENT**

THIS AGREEMENT is made the 3rd day of April 2019

BETWEEN:

- I. East Gippsland Shire Council of (the "Responsible Authority"); and
- II. Graeme Neville Drew of 19 Young Crescent, Tawonga South, VIC 3698 in the said State (the "Owner")

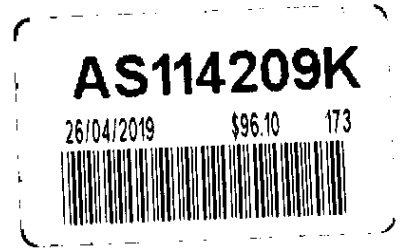
WHEREAS:

- B1. The Owner is, or is entitled to be, the registered proprietor and owner of the property known as 122 Myer Street, Lakes Entrance in the said State, being the whole of the land described in certificate of title volume 8204 folio 935 (the "Land").
- B2. The Responsible Authority is the responsible authority under the Planning Scheme and is responsible for the administration and enforcement of the planning controls so far as they affect the Land.
- B3. The Responsible Authority issued planning permit no. 216/2014/P on 19 March 2015 allowing subdivision of the land into two lots in accordance with the endorsed plans (the "Permit").
- B4. Condition 2 of the Permit provides as follows:

Before the issue of a Statement of Compliance, the owner of the land must enter into an agreement with the responsible authority in accordance with Section 173 of the Planning & Environment Act 1987. The agreement will provide that before any buildings or works are commenced on Lot 1 or on Lot 2 detailed drainage construction plans to the satisfaction of the responsible authority must be submitted to and be approved by the responsible authority. The design and documentation for the drainage works must be prepared in line with standard engineering practice to provide for the collection, control and disposal of all stormwater runoff, and show:

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- (a) Drainage infrastructure, including swale drains, culverts, pipes/drains and pits  
(where required)
- (b) Any modification to the terrain, such as filling and excavation.
- (c) Easements and legal points of discharge.
- (d) Methods of onsite detention to limit the rate of discharge of stormwater runoff from the development to Council's drainage system.



The work must be subject to a twelve month defects liability period.

All works associated with the construction of the drainage must be stabilised to protect against erosion and failure, and must not encroach onto other properties.

All drainage works and requirements as approved by the responsible authority must be undertaken and completed prior to the occupation of a dwelling on each lot to the satisfaction of the responsible authority.

The agreement must be prepared by the owner. The cost of the preparation, review and recoding on the title of the agreement in accordance with Section 181 of the Planning and Environment Act 1987 to the satisfaction of the responsible authority must be borne by the owner of the land.

Prior to the occupation of a dwelling on Lot 2 a standard concrete vehicular crossing must be constructed for Lot 2 as right angles to the road to the satisfaction of the responsible authority

B5. This Agreement is entered into pursuant to Section 173 of the Act and to satisfy condition 2 of the Permit in order to achieve and advance the objectives of planning in Victoria.

**OPERATIVE PART**

1. Definitions

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

AS114209K

26/04/2019

1987

173



- 1.1 "Act" means the Planning and Environmental Act 1987;
- 1.2 "Agreement" means this agreement and any agreement executed by the parties expressed to be supplemental to this Agreement;
- 1.3 "Land" means the land described in Recital B1 of this Agreement;
- 1.4 "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;
- 1.5 "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;
- 1.6 "party or parties" means the Owner and Responsible Authority under this Agreement as appropriate;
- 1.7 "Permit" means the planning permit issued by the Responsible Authority described in Recital B3 of this Agreement, as amended from time to time and including the plans endorsed under that planning permit;
- 1.8 "Planning Scheme" means the East Gippsland Shire Council Planning Scheme and any other planning scheme which applies to the Land; and
- 1.9 "Responsible Authority" means East Gippsland Shire Council as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, officers, servants, workers and contractors and any subsequent person or body which is the responsible authority for the Planning Scheme.

2. Interpretation

In the interpretation of this Agreement (including its recitals and any schedules) except to the extent that the context otherwise requires:

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- 2.1 Words (including defined expressions) denoting the singular will be deemed to include the plural and vice versa;
- 2.2 Words (including defined expressions) denoting any gender will be deemed to include all other genders;
- 2.3 Words (including defined expressions) denoting persons will be deemed to include all trust, bodies and associates, corporate or unincorporated, and vice versa;
- 2.4 References to a statute or statutory provision will be deemed to include any statutory provision which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same or any by laws, local laws, licenses, statutory instruments, rules and regulations, orders, notices and directions, consents or permission made under it and any condition attaching to it;
- 2.5 Headings are inserted for convenience only and will not affect the interpretation of this Agreement or any schedule;
- 2.6 Reference to clauses, recitals and schedules are to clauses of, and recitals and schedules to, this Agreement;
- 2.7 References to the parties will include their transferees, heirs, assigns, and liquidators, executors and legal personal representatives as the case may be;
- 2.8 Reference to the Land in this Agreement will include a reference to any lot created by the subdivision of the Land or any part of it;
- 2.9 Reference to a document or agreement includes reference to that documents or agreement as changed, novated or replaced from time to time;
- 2.10 Where a word or phrase is given a definite meaning in this Agreement a part of speech or other grammatical form for that word or phrase has a corresponding meaning; and





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2.11 A reference to a person includes a reference to a firm, corporation, association or other entity and their successors in law; and

2.12 The Recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.

3. Section 173 Agreement

Without limiting the operation or effect which this Agreement otherwise has, the parties hereby acknowledge that this Agreement is made pursuant to the provisions of Section 173 of the Act.

4. Commencement

This Agreement shall come into force immediately upon execution by the parties and will run with the Land.

5. Subject of 173 Agreement

The Owner agrees with the Responsible Authority that before any buildings or works are commenced on Lot 1 or on Lot 2 detailed drainage construction plans to the satisfaction of the responsible authority must be submitted to and be approved by the responsible authority. The design and documentation for the drainage works must be prepared in line with standard engineering practice to provide for the collection, control and disposal of all stormwater runoff, and show:

- (a) Drainage infrastructure, including swale drains, culverts, pipes/drains and pits (where required)
- (b) Any modification to the terrain, such as filling and excavation.
- (c) Easements and legal points of discharge.
- (d) Methods of onsite detention to limit the rate of discharge of stormwater runoff from the development to Council's drainage system.

The work must be subject to a twelve month defects liability period.



All works associated with the construction of the drainage must be stabilised to protect against erosion and failure, and must not encroach onto other properties.

All drainage works and requirements as approved by the responsible authority must be undertaken and completed prior to the occupation of a dwelling on each lot to the satisfaction of the responsible authority.

Prior to the occupation of a dwelling on Lot 2 a standard concrete vehicular crossing must be constructed for Lot 2 as right angles to the road to the satisfaction of the responsible authority

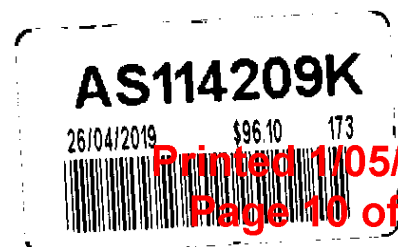
6. Owner Warranties and Covenants

The Owner warrants, acknowledges and covenants with the Responsible Authority that:-

- 6.1 it is the registered proprietor of the Land;
- 6.2 there are no mortgages, charges, easements or other encumbrances or any rights held by any person affecting the Land not disclosed by the usual searches;
- 6.3 neither the Land nor any part of it is not subject to any rights obtained by adverse possession or subject to any easement rights or encumbrances mentioned in Section 42 of the Transfer of Land Act 1958 (Vic);
- 6.4 it has not granted any option or entered into any contract of sale or lease in regard to the Land or any part thereof which option, contract or lease is still subsisting; and
- 6.5 it will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Land or any part thereof without first disclosing to its transferees, assignees, mortgagees or lessees a copy of this Agreement.

7. Registration of Section 173 Agreement

The parties shall do all things necessary (including signing any further agreement, acknowledgement or document) to enable the Responsible Authority to register this



Agreement on the certificate of title to the Land in accordance with Section 181 of the Act.

8. Successors in Title

The Owner must ensure that, until this Agreement is recorded on the folio of the register which relates to the Land, it will ensure that the Owner's successors in title will:

- 8.1 give effect to, do all acts and sign all agreements requiring those successors to give effect to this Agreement; and
- 8.2 execute a deed agreeing to be bound by this Agreement.

9. Terms of Agreement

This Agreement shall come into operation on the date that it bears and shall continue in operation until ended by agreement between the parties or otherwise in accordance with the Act.

10. Owner to pay Responsible Authority's costs and expenses

The Owner shall within 28 days of written demand pay to the Responsible Authority the Responsible Authority's reasonable costs (including legal) and expenses of and incidental to:

- i) the preparation, negotiation, execution and registration of this Agreement;
  - ii) the assessment, negotiation, preparation, execution and recording of any proposed amendment to this Agreement;
  - iii) anything incidental to this Agreement and anything in consequence thereon, relating thereto, pursuant thereto or in furtherance thereof (including, but without limiting the generality of the foregoing, anything done in anticipation of this Agreement and the enforcement of any obligations imposed on the Owner therein);
- and



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iv) To the extent that such costs and expenses constitute legal professional costs, the Responsible Authority may at its absolute discretion have these costs assessed by the Law Institute of Victoria and in the event the parties shall be bound by the amount of that assessment, with any fee for obtaining such as assessment being borne equally by the Responsible Authority and the Owner. Such costs payable by the Owner shall include the costs and disbursements associated with the registration of this Agreement (or an amendment to this Agreement) on the titles and removal therefrom.

11. Agreement Binding on Successors of Owner

This Agreement will extend to and bind the Owner's successors, assigns, administrators, transferees and legal personal representatives and the obligations imposed upon them shall also be binding on their successors, transferees, purchasers, mortgagees and assigns as if each of them has separately executed this Agreement.

12. Notice

All notices and other communications provided for or permitted by this Agreement will be sent by prepaid mail, by hand delivery, email or by facsimile to the addresses of the parties as specified in this Agreement or to such other address or person as any party may specify in this Agreement or to such other address or person as any party may specify by notice in writing to the other party or parties, and may be sent by an agent of the party sending the notice. Each notice or communication will be deemed to have been duly received:

12.1 not later than 2 business days after being deposited in the mail with postage prepaid;

12.2 when delivered by hand;



12.3 if sent by email upon production of a delivery confirmation report received by the sender which records the time the email was delivered unless the sender received a delivery failure notice; or

12.4 if sent by facsimile transmission upon completion of that transmission and production of a transmission report stating that the facsimile was sent to the addressee's facsimile number.

13. Execution of Documentation

Each of the parties hereto shall respectively sign and execute all such further documents and deeds and do all acts and things as the other party shall reasonably require for completely effectuating this Agreement.

14. Amendment

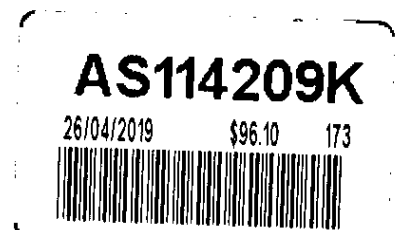
This Agreement may be amended only in accordance with the requirements of the Act.

15. Waiver

No waiver by any party of any default in the strict and literal performance of or compliance with any provision, condition or requirement in this Agreement will be deemed to be a waiver of strict and literal performance of any compliance with any other provision, condition or requirement of this Agreement nor to be a waiver of or in any way release any party from compliance with any provision, condition or requirement in the future nor will any delay or omission of any party to exercise any right under this Agreement in any manner impair the exercise of such right accruing to it thereafter.

16. No Fettering of Responsible Authority's Powers

The parties acknowledge and agree that this Agreement does not fetter or restrict the power or discretion of the Responsible Authority to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or



certification of any plans of subdivision applicable to the Land or relating to any use or development of the Land.

17. Costs on Default

If the Owner defaults in the performance of any obligations under this Agreement it will pay to the Responsible Authority its reasonable costs of action taken to achieve compliance with this Agreement.

18. Jurisdiction

This Agreement will be governed by and construed in accordance with the law of the State of Victoria and each of the parties hereby submit to the jurisdiction of the Courts of the State of Victoria and the Victorian Civil and Administrative Tribunal.

19. Invalidity of any Clause

Notwithstanding anything to the contrary in this Agreement, if any provision of this Agreement will be invalid and not enforceable in accordance with its terms; all other provisions which are self-sustaining and capable of separate enforcement without regard to the invalid provisions will be and continue to be valid and enforceable in accordance with those terms.

20. Joint Obligation

In the case of each party that consists of more than one person (including in that expression any corporation) each of those persons covenant, agrees and declares that all of the covenants, agreements, declarations and consents contained in this Agreement and made and given by that party have been entered into, made and given and are binding upon that person severally and also jointly with the other person or persons constituting that party.

21. Entire Agreement

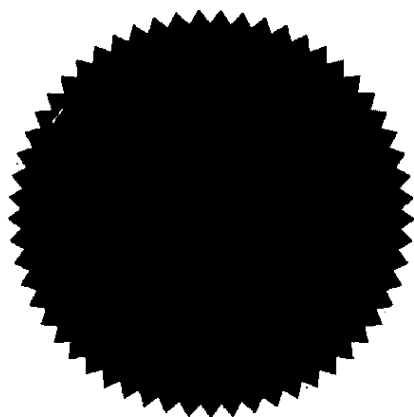


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This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous Agreements or understandings between the parties in connection with its subject matter.

**EXECUTED BY THE PARTIES**

**SIGNED SEALED AND DELIVERED on behalf of the EAST GIPPSLAND SHIRE COUNCIL by Anthony Basford**



pursuant to an instrument of delegation authorised by Council resolution, in the presence of:

in the presence of:

*[Handwritten signature]*

Witness

*[Handwritten signature]* 3-4-19



Signed sealed and delivered by  
**Graeme Neville Drew**  
In the presence of:

)  
)  
)  
*[Handwritten initials]*

Witness: *[Handwritten signature]*

Witness name: *SOMYA OSTEN.*

Witness address: *30 YONG CRESCENT*

*TAWONGA SHH VIC 3698*

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|  |  |
|--|--|
| <h1>PLAN OF SUBDIVISION</h1>   | <p>Council Name: East Gippsland Shire Council<br/>                 Council Reference Number: PS705683N<br/>                 Planning Permit Reference: 216/2014/P<br/>                 SPEAR Reference Number: S070345B</p> <p><b>Certification</b></p> <p>This plan is certified under section 11 (7) of the Subdivision Act 1988<br/>                 Date of original certification under section 6: 17/05/2016</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made</p> <p>Digitally signed by: Martin T Ireland for East Gippsland Shire Council on 11/12/2018</p> <p><b>Statement of Compliance</b> issued: 17/06/2019</p> |
| <p><b>LOCATION OF LAND</b></p> <p>PARISH: COLQUHOUN<br/>                 TOWNSHIP: —<br/>                 SECTION: —<br/>                 CROWN ALLOTMENT: 31 (PART)<br/>                 CROWN PORTION: —<br/>                 TITLE REFERENCE: VOL 8204 FOL 935</p> <p>LAST PLAN REFERENCE: LOT 3 LP 42131</p> <p>POSTAL ADDRESS:<br/>                 (at time of subdivision) 122 MYER STREET,<br/>                 LAKES ENTRANCE. 3909</p> <p>MGA CO-ORDINATES: E: 587 644 ZONE: 55<br/>                 (of approx centre of land in plan) N: 5808 132 GDA 94</p> |  |

| VESTING OF ROADS AND/OR RESERVES  |                     | NOTATIONS |
|---|---------------------|-----------|
| IDENTIFIER  | COUNCIL/BODY/PERSON |           |
| NIL   | NIL                 |           |
| <b>NOTATIONS</b>  |                     |           |
| DEPTH LIMITATION DOES NOT APPLY   |                     |           |
| <p><b>SURVEY:</b><br/>                 This plan <del>is</del>/is not based on survey.</p> <p><b>STAGING:</b><br/>                 This <del>is</del>/is not a staged subdivision.<br/>                 Planning Permit No. 216/2014/P</p> <p>This survey has been connected to permanent marks No(s).</p> <p>In Proclaimed Survey Area No.</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                | DRAINAGE | 3.02           | LP11624   | LAND IN LP11624                         |
| E-1                | DRAINAGE | 3.02           | LP42131   | LAND IN LP42131                         |
| E-1                | SEWERAGE | 3.02           | THIS PLAN | EAST GIPPSLAND REGION WATER CORPORATION |
| E-2                | DRAINAGE | 2              | THIS PLAN | LOT 1 ON THIS PLAN                      |
| E-3                | SEWERAGE | 2              | THIS PLAN | LOT 1 ON THIS PLAN                      |
| E-3                | DRAINAGE | 2              | THIS PLAN | LOT 1 & EAST GIPPSLAND SHIRE COUNCIL    |

|   |   |   |   |
|---|---|---|---|
| <p><b>JON BRODZIK SURVEYS P/L</b><br/>                 565 BAIRNSDALE—DARGO ROAD<br/>                 HILLSIDE, VIC, 3875 MOB 0448 571 322<br/>                 PH 03 5157 1321 jon.brodzik@wideband.net.au</p> | <p><b>SURVEY REF: 535</b></p> <p>Digitally signed by: jon mark brodzik, Licensed Surveyor,<br/>                 Surveyor's Plan Version (4),<br/>                 14/11/2018, SPEAR Ref: S070345B</p> | <p><b>ORIGINAL SHEET SIZE: A3</b></p> <p><b>SHEET 1 OF 2 SHEETS</b></p> | <p><b>PLAN REGISTERED</b><br/>                 TIME: 5:19pm<br/>                 DATE: 05/07/19</p> |
|---|---|---|---|

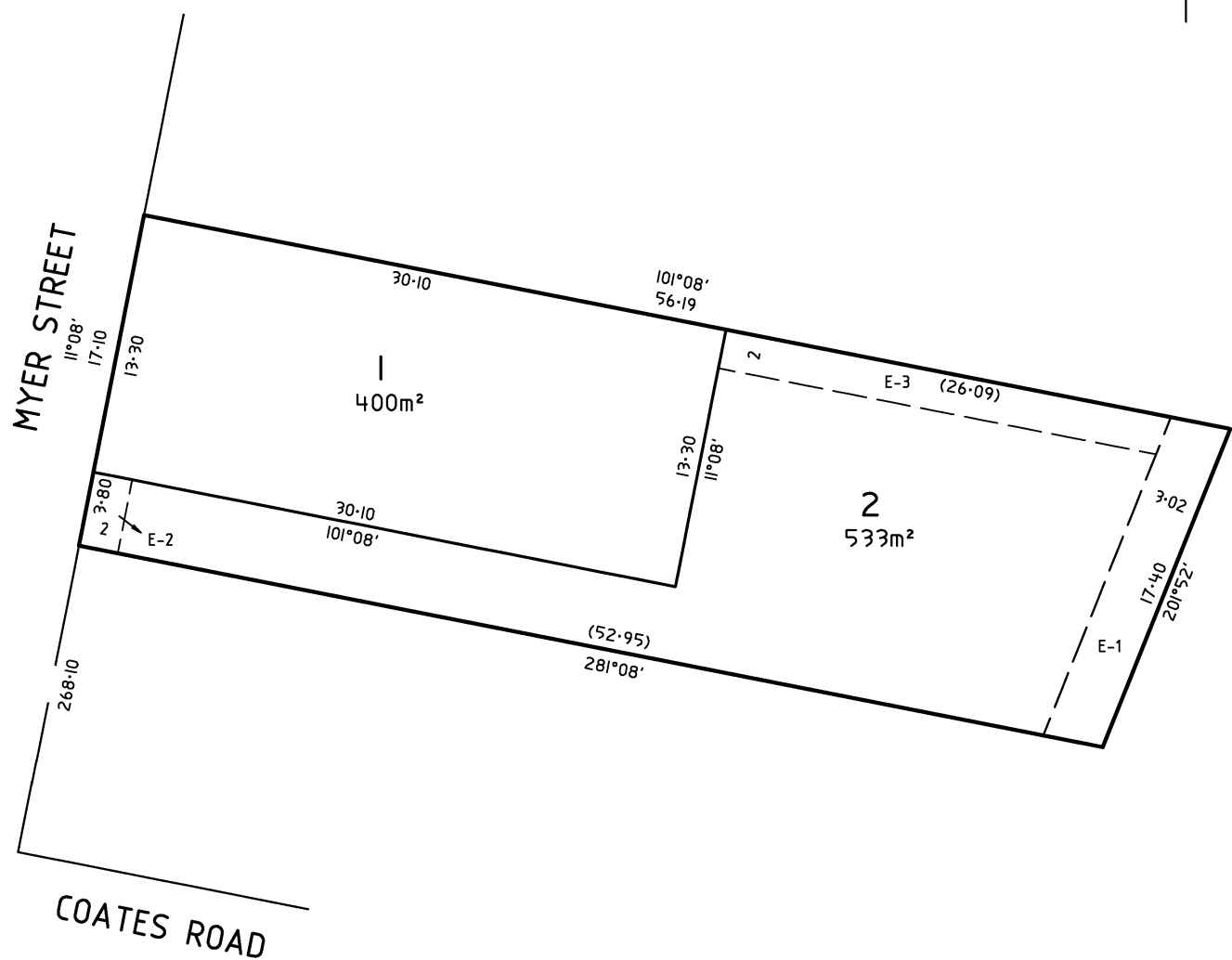


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# PLAN OF SUBDIVISION

EDITION 1

PS 705683N



**JON BRODZIK SURVEYS P/L**  
 565 BAIRNSDALE-DARGO ROAD  
 HILLSIDE, VIC, 3875 MOB 0448 571 322  
 PH 03 5157 1321 jon.brodzik@wideband.net.au  
 SURVEY REF: 535

SCALE  
1: 250

LENGTHS ARE IN METRES

Digitally signed by: jon mark brodzik, Licensed Surveyor,  
 Surveyor's Plan Version (4),  
 14/11/2018, SPEAR Ref: S070345B

ORIGINAL SHEET  
SIZE: A3

SHEET 2 OF 2 SHEETS

Digitally signed by:  
 East Gippsland Shire Council,  
 11/12/2018,  
 SPEAR Ref: S070345B

Printed 1/05/2024  
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## Planning Report

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Buildings and Works (Dwelling)  
122B Myer Street, Lakes Entrance

Our reference – 20827

28 March 2024



FS 520900



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|           | Proposed Site, Floor and Elevation Plans ( <i>G.J Gardner Homes</i> )     |           |
|           | Geotechnical Risk Assessment Waiver ( <i>Simon Anderson Consultants</i> ) |           |
|           | Copy of Title (Lot 1 on PS 705683N)                                       |           |

*Note: Applicable Planning Application fee is \$1,383.30*

## 1. Introduction

This Planning Report is prepared in support of proposed buildings and works (dwelling) at 122B Myer Street, Lakes Entrance. The Report addresses the provisions of the General Residential Zone 1, Design and Development Overlay 13 and Erosion Management Overlay as contained within the East Gippsland Planning Scheme.

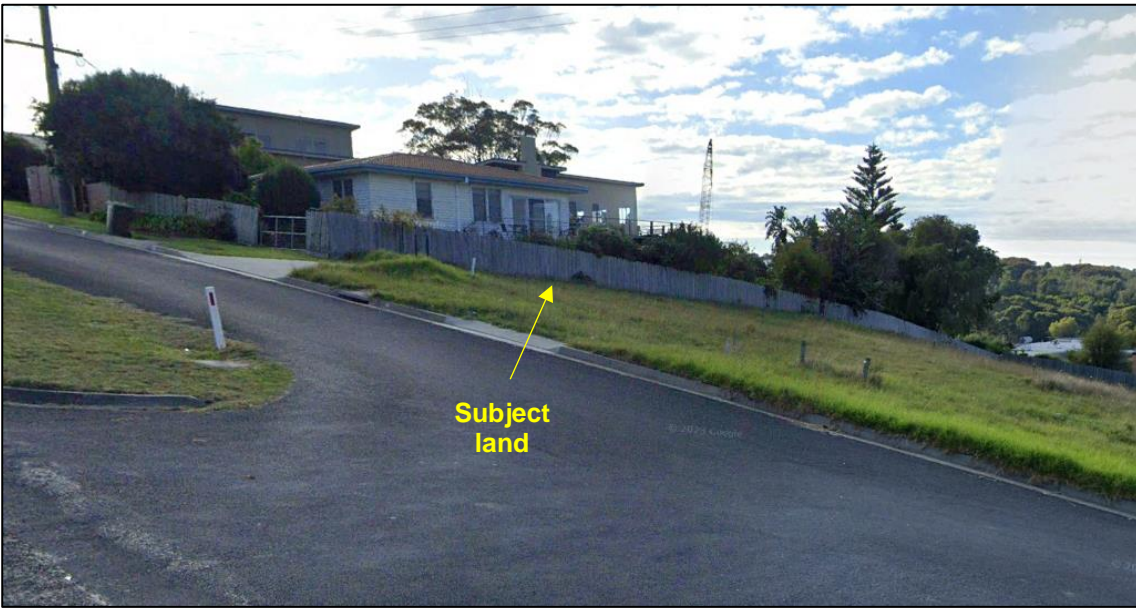


*Aerial image of the subject land and immediate surrounds (Source: Google Earth)*

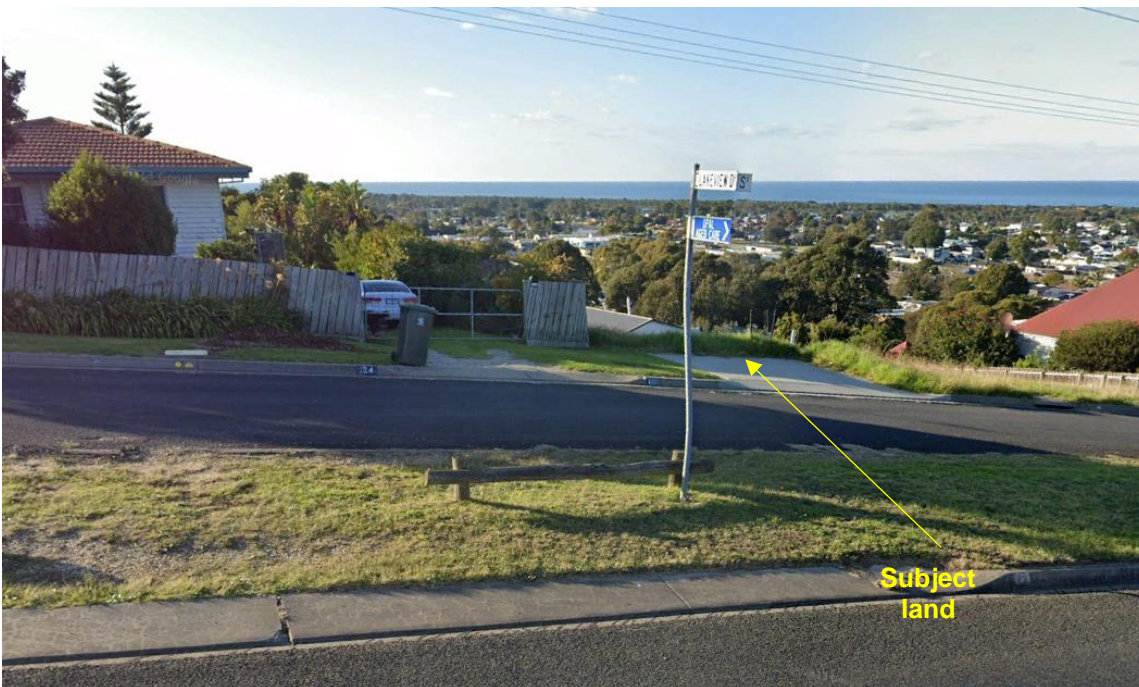


**2. Subject Land & Surrounding Context**

Formally known as Lot 1 on PS705683 or more commonly known as 122B Myer Street, Lakes Entrance, the subject land is a vacant 400 square metre land parcel. The subject land falls from the north-west of the property to the south-east corner of the subject land.



*Image of the subject land looking north*



*Image of the subject land looking south*

The subject land has recently been formed by the subdivision of the parent title into two lots. Access to the land is provided by a constructed new crossover from Myer Street which is a sealed urban road.

Section 173 agreement AS114209K is included on the title requiring drainage construction plans to be approved by the responsible authority prior to any buildings and works commencing.

The neighbouring property to the north is developed with a detached weatherboard dwelling. To the south and east is the newly formed vacant Lot 2 on PS705683 or otherwise known as 122A Myer Street, Lakes Entrance.

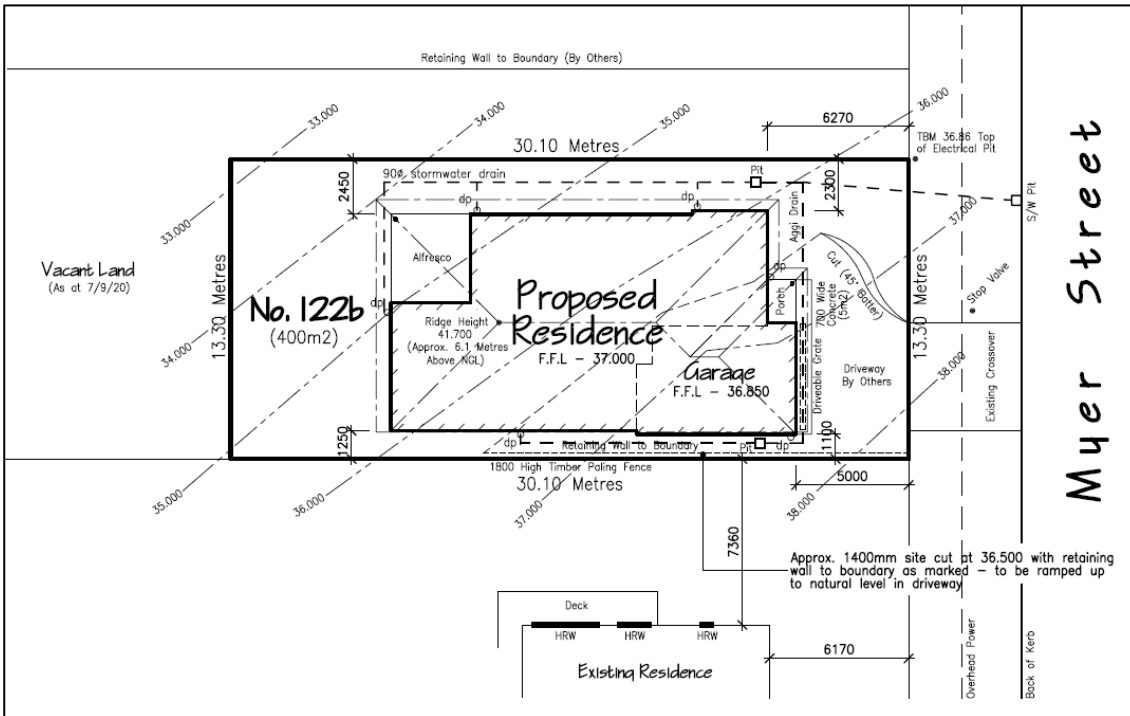
Across Myer Street is a detached elevated single storey dwelling and the intersection with Lakeview Drive.

### 3. The Application & Proposal

It is proposed to develop an elevated single storey dwelling on the subject land to be partly constructed of face brickwork and Stria wall cladding.

The proposed dwelling will be elevated, being constructed on stumps within the southern and eastern part of the land, with a cut of 1.4 metres proposed to the north and west of the property to provide vehicle access to the dwelling. A retaining wall will be constructed along the northern boundary with a setback of 1.1 metres to the dwelling.

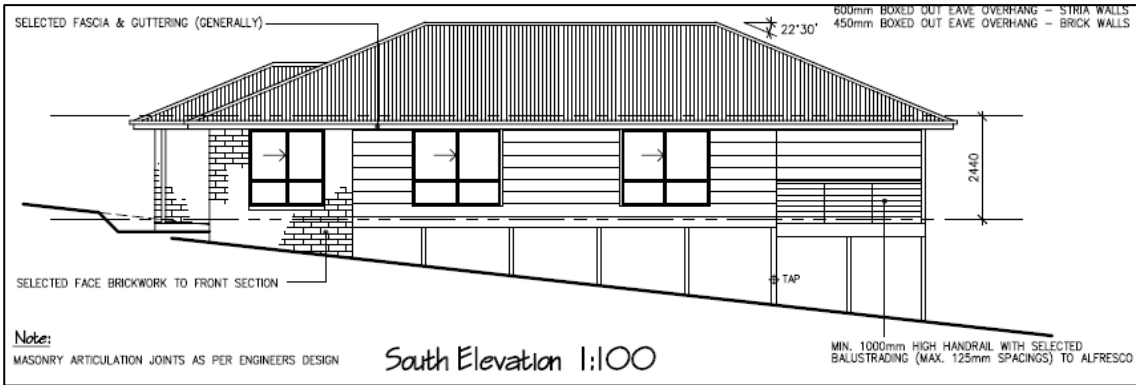
The proposed dwelling will comprise of three bedrooms, bathroom, open plan kitchen/family/dining, laundry and double garage.



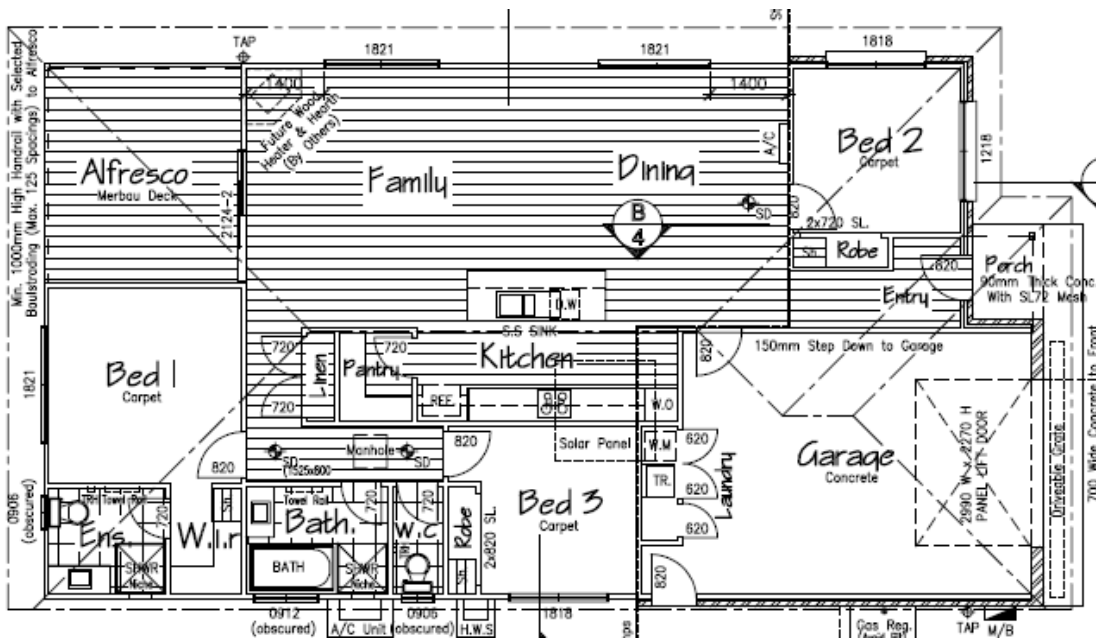
Proposed Site Plan (Source: G.J Gardner Homes)



Proposed north elevation and driveway profile (Source: G.J Gardner Homes)



Proposed south elevation and driveway profile (Source: G.J Gardner Homes)



Proposed Floor Plan (Source: G.J Gardner Homes)

A planning permit is triggered under the Design and Development Overlay as the slope of the land where the works will be undertaken is greater than 15 percent being 16 percent. A permit is also required under the Erosion Management Overlay as the cut will exceed 1 metre being 1.4 metres.

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

| Planning Scheme Clause No.                | Description of what is Proposed |
|---|---------------------------------|
| 43.02-2 Design and Development Overlay 13 | Buildings and works             |
| 44.01-2 Erosion Management Overlay        | Buildings and works             |

No referrals are required to be undertaken pursuant to Section 55 of the *Planning and Environment Act 1987*.

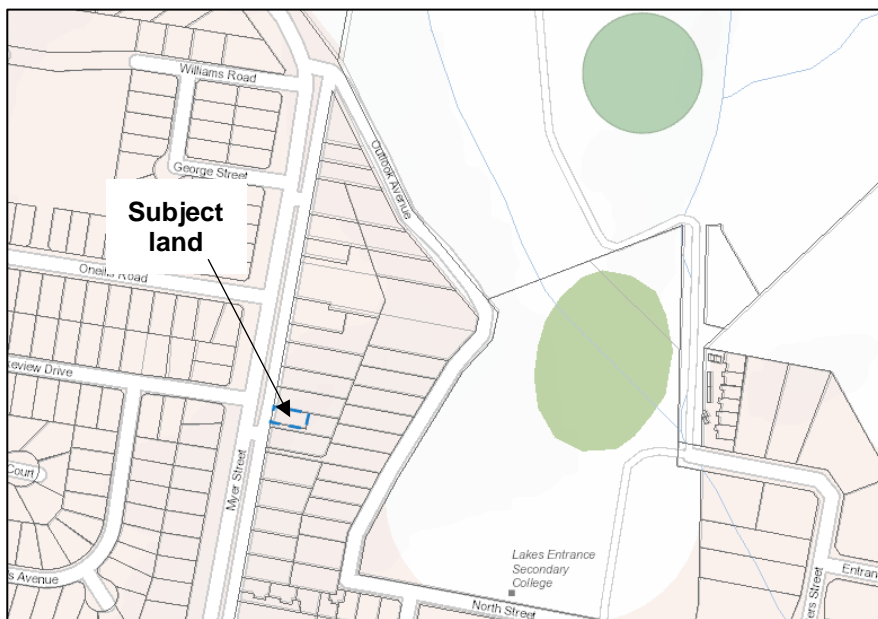


#### 4. Cultural Heritage

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

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

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



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

The subject land is not within an area of cultural heritage sensitivity and the construction of a single dwelling on a lot is an exempt activity. As such there is no requirement to prepare a mandatory Cultural Heritage Plan.

## 5. Planning Policy

### 5.1 Planning Policy Framework

The development of a dwelling on this serviced, vacant allotment within the settlement boundary of Lakes Entrance provides for a much needed infill development and provision of housing within the town as sought in Clause 11.01-1S Settlement.

Clause 11.01-1L-02 Growth area towns – Lakes Entrance will be advanced by the proposal as it provides for infill development within the settlement boundary, assists to reduce pressure for urban sprawl and greenfield development and provides a dwelling that respects the urban character of Lakes Entrance.

Consistent with Clause 13.01-2S Coastal inundation and erosion, the subject land is well setback and elevated and is highly unlikely to be impacted by future sea level rise.

The subject land is contained within an Erosion Management Overlay. The proposal provides for an appropriate design response to the undulating property as cut has been utilised to provide vehicle access to the garage and the building will use stumps to minimise soil disturbance as per Clause 13.04-2S Erosion.

The risk of causing erosion or creating an erosion hazard has been reviewed by a qualified engineer. The application is accompanied with a geotechnical risk assessment waiver that advises the risk of erosion is currently low on the land and the development will not introduce an erosion issue as per Clause 13.04-2L Erosion.

The proposed dwelling has been sited and designed in a site responsive manner to address the slope of the land and to minimise earthworks. The proposed building will utilise common building elements found within the local area including pitched roofing, elevated building design, provision of eaves and construction materials common to the locality as per Clause 15.01-2S Building design and Clause 15.01-5S Neighbourhood character.

Provision of infill development on the subject land assists to increase the proportion of housing in an established urban area and reducing the share of new dwellings in greenfield areas as sought within Clause 16.01-1S Housing supply.

## 5.2 Municipal Planning Strategy

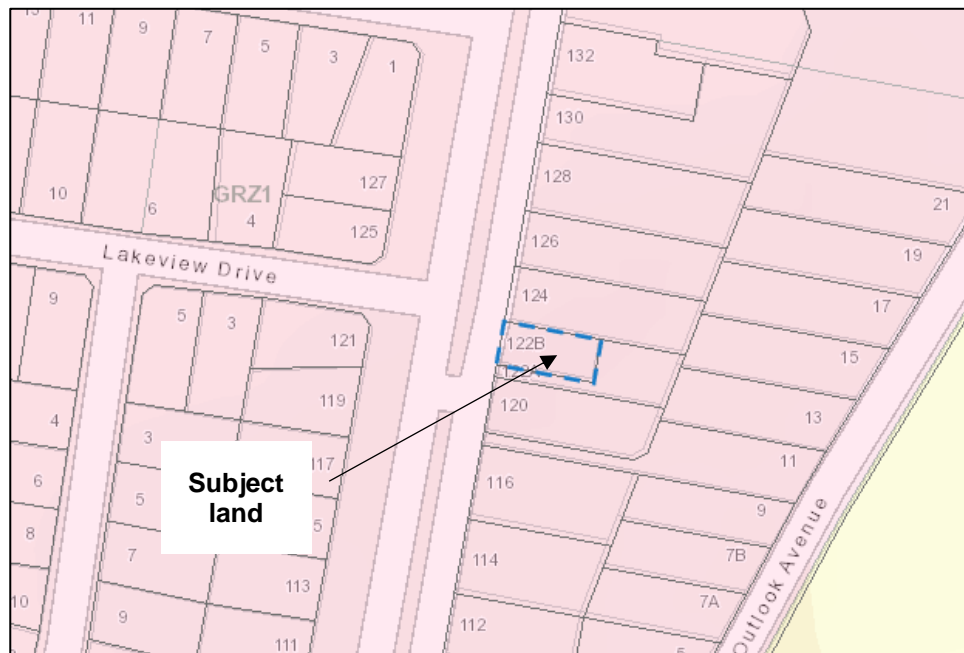
Clause 02.03-1 Settlement and housing – Growth area towns advises that Lakes Entrance is a major tourist and retirement destination. The proposed infill development of a serviced vacant lot will assist with Council’s strategic directions for growth area towns being to encourage population growth and development on fully serviced residential land, providing an appropriate housing type and style, enhancing Lakes Entrance’s role as the largest coastal town in Gippsland.

A geotechnical risk assessment waiver accompanies the application and advises that the proposal will not result in an erosion hazard. The development does not require the removal of vegetation consistent with Clause 02.03-3 Environmental risks and amenity.

## 6. Planning Elements

### 6.1 General Residential Zone 1

The subject land is zoned General Residential Zone 1 in accordance with the East Gippsland Planning Scheme.



*Planning scheme zone mapping (Source: VicPlan)*

A planning permit is not required to use the subject land for the purposes of a dwelling nor to develop the property for a dwelling as the land parcel exceeds 300 square metres in accordance with the zone provisions.

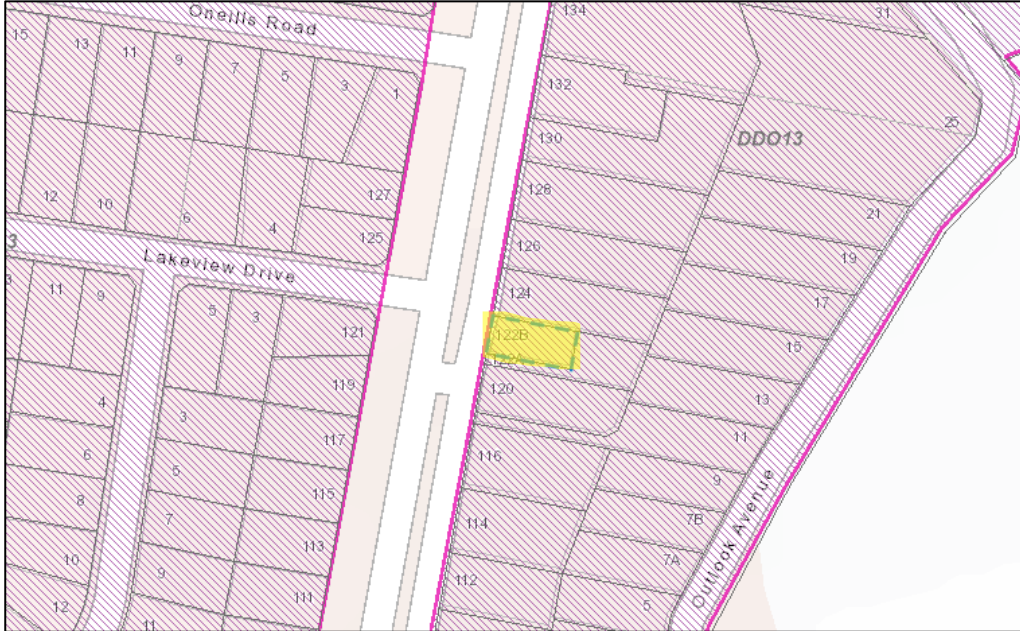
It is noted that the proposed dwelling meets the relevant zone purposes as the development is supported by planning policy, the character of the area is respected by the dwelling design and provides housing growth in a location offering good access to services.

The subject land is 400 square metres requiring 25% of the lot area to be set aside as garden area. The proposed dwelling design will achieve the minimum garden area requirement in accordance with Clause 32.08-4.

The height of the dwelling is proposed at 6.4 metres at the highest point, well below the maximum building height of 11 metres as per Clause 32.08-11.

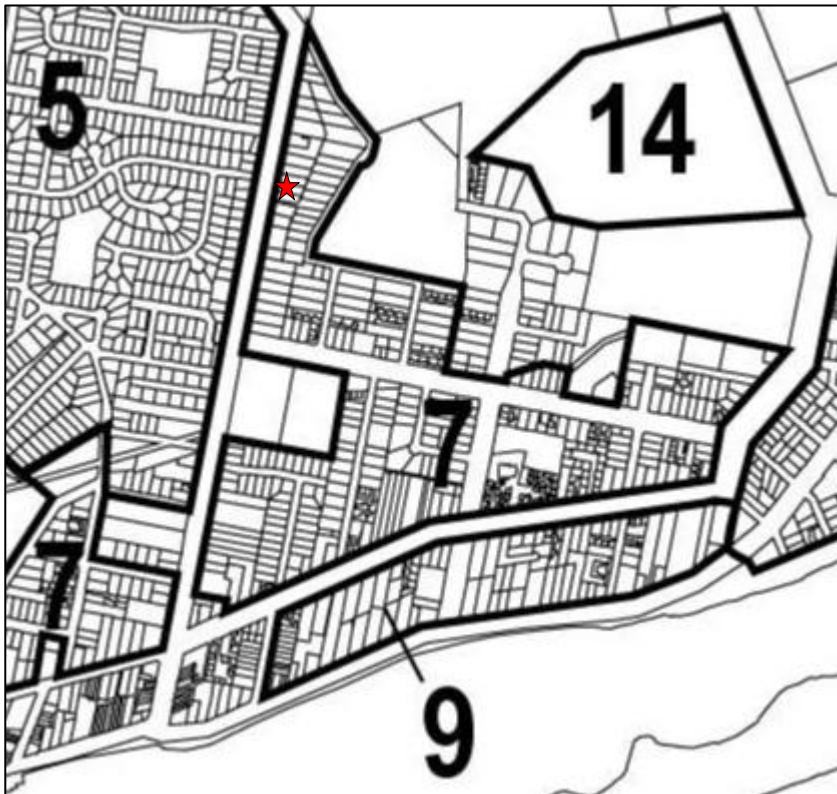
### 6.2 Design and Development Overlay 13

The subject land is contained within the Design and Development Overlay 13.



Planning scheme overlay mapping (Source: VicPlan)

Schedule 13 to the Overlay is Residential Development in Coastal Settlements: Lakes Entrance. The character area is inner residential (area 7).



Design and Development Overlay 13 Character Areas (Source: EGSC)



In accordance with sub-clause 2 of the Overlay schedule a planning permit is required where the slope of the land where the building or works are to be carried out is greater than 15 percent.

The slope of the land where building and works will take place is estimated to be 16 percent triggering the need to obtain a planning permit.

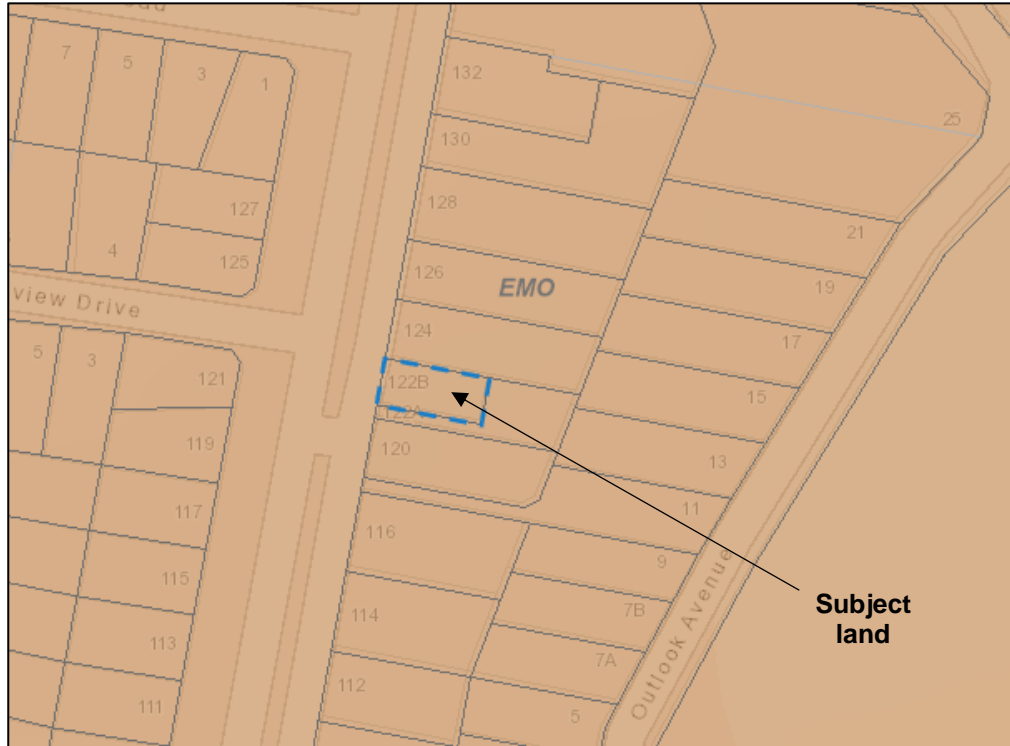
### Objectives and Decision Guidelines

The subject land is consistent with the objectives and decision guidelines of the schedule:

- The proposed dwelling is to incorporate articulated front (west) and rear (east) elevations, providing for elevated built form in an area where this is common, pitched roofing, porches, outdoor living elements and a mix of materials including lighter weight materials.
- The proposed building will have a height of 6.4 metres, within an area where elevated single storey dwellings and two storey dwellings are commonplace. The height of the dwelling is compatible with the coastal neighbourhood setting.
- Located within a modified urban environment there will be no detrimental visual impacts on the natural landscape.
- To address the landform of the subject site the dwelling will be constructed on stumps integrating with the landform and minimising site works.
- When viewed from coastal areas the proposed dwelling will reflect the height and form of surrounding buildings and will not be visually dominant.
- Vegetated character of the location is planted gardens. No vegetation is required to be removed to facilitate the construction of the dwelling and setbacks from boundaries will provide for landscaping opportunities.
- Development of the vacant lot supports intensification of the inner residential area while appropriately addressing the character of the precinct.

### 6.3 Erosion Management Overlay

The property is subject to the Erosion Management Overlay



Planning scheme overlay mapping (Source: VicPlan)

The schedule to the Overlay relates to Management of Geotechnical Hazard. In accordance with sub-clause 3.0, a permit is required to undertake earthworks where excavations exceed one metre (depth). The western part of the property will require excavation to provide vehicle access onto the land of 1.4 metres and to address the crossfall of the land.

Sub-clause 4.0 Application requirements advises that a planning application must be accompanied by a geotechnical risk assessment report or a waiver. *Simon Anderson Consultants* have prepared a geotechnical risk assessment waiver which advises that there are no current erosion processes occurring on the land and the development of a dwelling as proposed would not result in an erosion hazard.

## 7. Conclusion

The proposed buildings and works (dwelling) at 122B Myer Street, Lakes Entrance is considered to accord with all relevant provisions of the General Residential Zone 1, Design and Development Overlay 13 and Erosion Management Overlay of the East Gippsland Planning Scheme. The proposal is consistent with the Planning Policy Framework and Municipal Planning Strategy and has been designed to complement the coastal character of the town and will avoid creating an erosion hazard.

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





26 March 2024

**To the Responsible Authority  
By Email**

To whom it may concern,

**Re: Proposed Residence  
122b Myer Street, Lakes Entrance**

After having visited the above mentioned property, I recommend a Geotechnical Risk Assessment report waiver for the planning application of the above mentioned development. The reasons for the waiver are as follows;

1. The subject site is infill development with 2 storey buildings over 20 years to the north and South and west of the site on similar sloped land.
2. There is no evidence of soil erosion or landslip on, or nearby the subject site.
3. The works consist of construction of a house. Some excavation (up to 1.4m) may occur on the site.
4. The site is slope to the south approx. 14 degrees (1 in 4) with a well established grass cover.
5. Any cut or fill batters (1 in 3 max.) will require re-sodding and stabilizing with grass at end of construction works to avoid any future soil erosion.
6. Natural soils of the site (Stiff, Natural Clays, Very Dense Gravels, and silts at shallow depths) will have adequate strength and stability for slabs and footings.
7. I would consider the geotechnical risks to be low. This is also based on a previous GRA prepared by this office for the subdivision of this block
8. Construction works would be protected by Building Code of Australia, Australian Standards, Building and normal construction practice.

If you have any further queries please don't hesitate to contact me.

Yours faithfully

**Simon Anderson CPEng MIEAust NER  
Registered Professional Engineer PE0003214 (Vic)**



**BAIRNSDALE**

P.O. Box 1700, Bairnsdale, Vic 3875  
3/111 Main St, Bairnsdale, Vic 3875  
☎ 03 5153 1500  
ACN 073 392 266

**SALE**

P.O. Box 566, Sale, Vic 3850  
191-193 Raymond St, Sale, Vic 3850  
☎ 03 5144 6688  
ACN 145 437 065

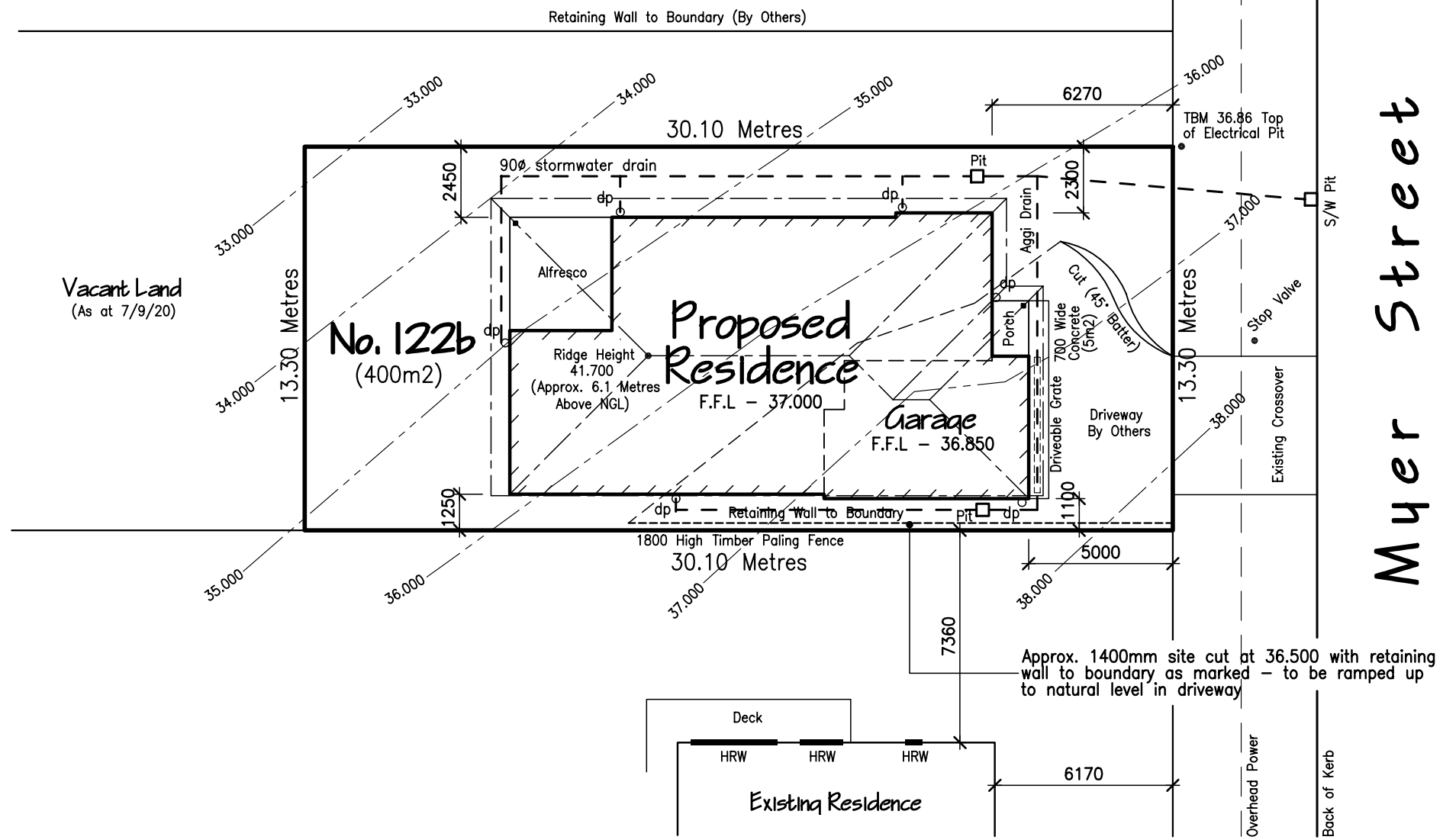
**GEELONG**

East 6B, 33 Mackey Street,  
North Geelong VIC 3215  
(Enter off McLeod St.)  
☎ 0448 499 322  
ACN 615170600

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**BAL-12.5 - Bushfire Attack Level Requirements**  
 Must comply with AS 3959-2018 - Sections 3 & 5

- Sub-Floor Supports:**  
 No special construction requirements.
- Floors:**  
 No special construction requirements.
- External Walls:**  
 External Walls - Parts less than 400mm above ground or decks etc to be of non-combustible material, 6mm fibre cement clad or bushfire resistant/naturally fire resistant timber.
- External Windows:**  
 Protected by bushfire shutters or completely screened with steel, bronze or aluminium mesh, or 4mm Grade A safety glass or glass blocks within 400mm of ground, deck etc. Openable portion metal screened with frame of metal or metal reinforced PVC-U or bushfire resisting timber. Fitted tight and provided with a seal at the head and stiles and draught excluders at the sill.
- External Doors:**  
 Protected by bushfire shutters or screened with steel, bronze or aluminium mesh or glazed with 5mm toughened glass, non-combustible or 35mm solid timber for 400mm above threshold, metal or bushfire resisting timber framed for 400mm above ground, decking etc. tight-fitting with weather strips at base. Door framing can be naturally fire resistant (high density) timber.
- Water & Gas Pipes**  
 Water and gas pipes are required to be metal above ground and the metal pipe must extend 400mm into the wall and 100mm underground.
- Joints**  
 All joints in the external surface material of walls shall be covered, sealed, overlapped, backed or butt-jointed to prevent gaps greater than 3mm. Alternatively, sarking-type material can be applied over the frame prior to fixing any external cladding.
- Vents & Weepholes**  
 All vents, weepholes & gaps in the external walls shall be screened except for weepholes in the sills of windows and doors.
- Roofing:**  
 Non-combustible covering. Roof/wall junction to be sealed. Roofs to be fully sarked. Roof penetrations, including roof lights, roof ventilators, roof mounted evaporative cooling units, aerials, vent pipes & supports for solar collectors, shall be adequately sealed at the roof to prevent gaps greater than 3mm. The material used to seal the penetration shall be non-combustible.
- Verandahs/ Decks:**  
 Enclosed sub-floor space - no special requirements for materials except within 400mm of ground. No special requirements for supports or framing. Decking to be non-combustible or bushfire resistant within 300mm horizontally and 400mm vertically from glazed element.  
 Verandah posts must be either timber fixed on a galvanised shoe or stirrup 75mm above the adjacent finished surface or where less than 400mm from the surface of the deck be non-combustible or bushfire resistant timber.



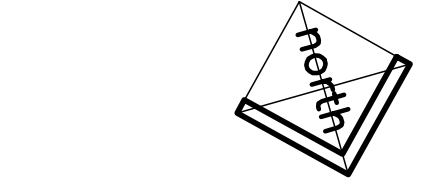
**Note:**  
 Final location of all downpipes to be verified on site

**Proposed Site Layout Plan 1:200**

**Note:**  
 Stormwater to discharge to pit behind kerb & channel (LPOD) to local authority approval  
 Sewerage to be connected to property connection point to local authority approval

**Site Area Calculations:**

|                     |                         |              |                         |
|---------------------|-------------------------|--------------|-------------------------|
| Total Site:         | 400m <sup>2</sup>       | Paving:      | 5m <sup>2</sup> (1%)    |
| Proposed Buildings: | 170m <sup>2</sup> (43%) | Garden Area: | 225m <sup>2</sup> (56%) |



WE HAVE CHECKED THE PLANS AND AGREE THAT THEY ACCURATELY DEPICT THE HOUSE FOR CONSTRUCTION. ANY VARIATIONS REQUESTED AFTER SIGNING WILL INCUR A PROCESSING FEE IN ADDITION TO THE COST OF THE VARIATION ITEM/S AND ANY FURTHER PLANS TO BE PREPARED.

OWNER SIGNED: ..... DATE: .....

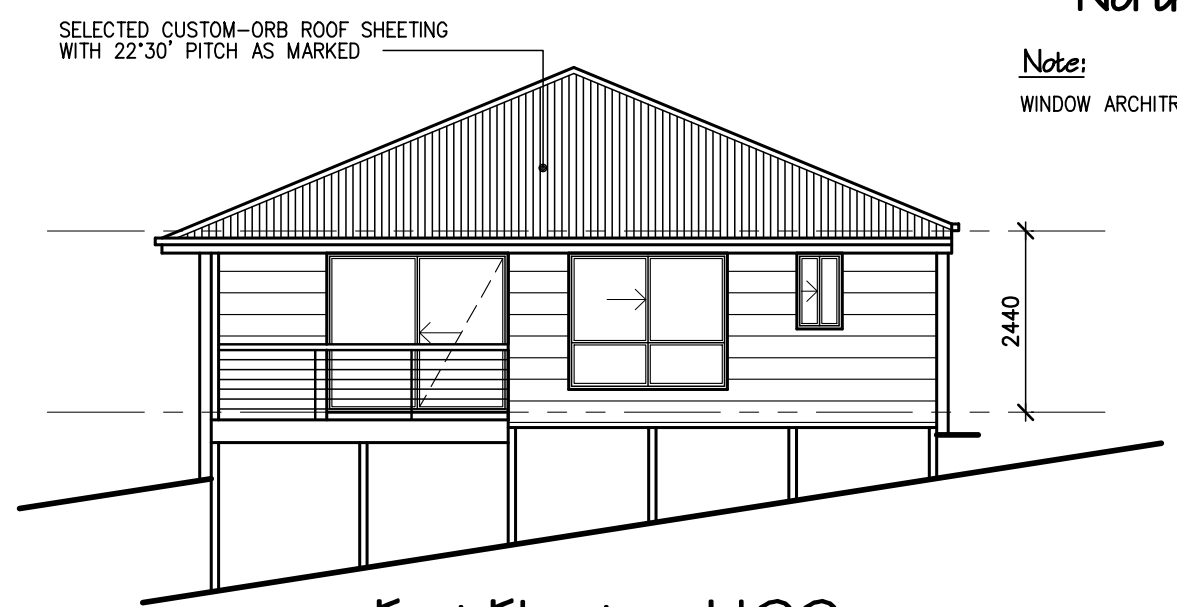
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BUILDER SIGNED: ..... DATE: .....

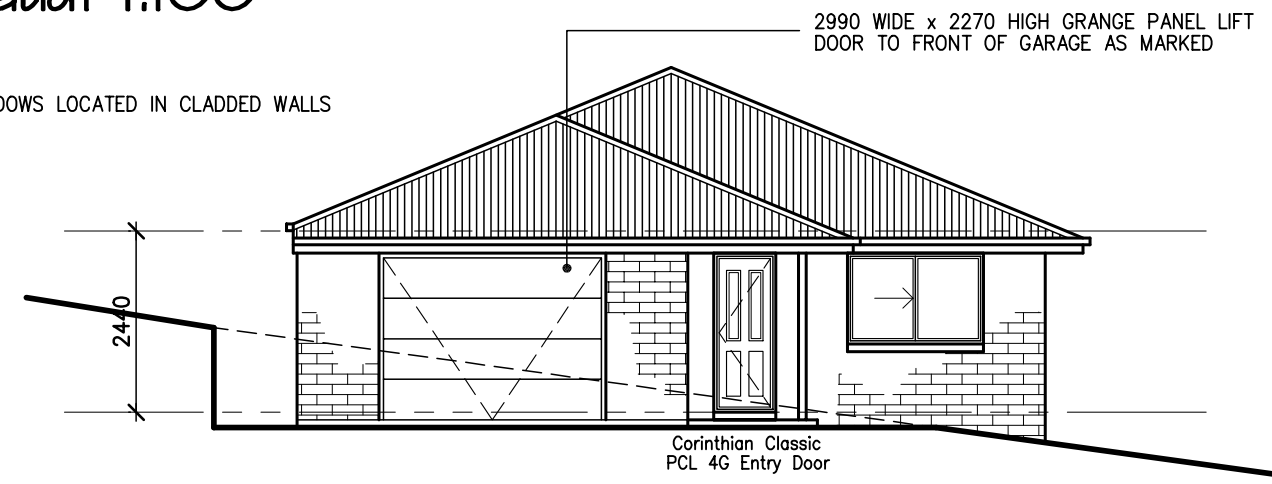
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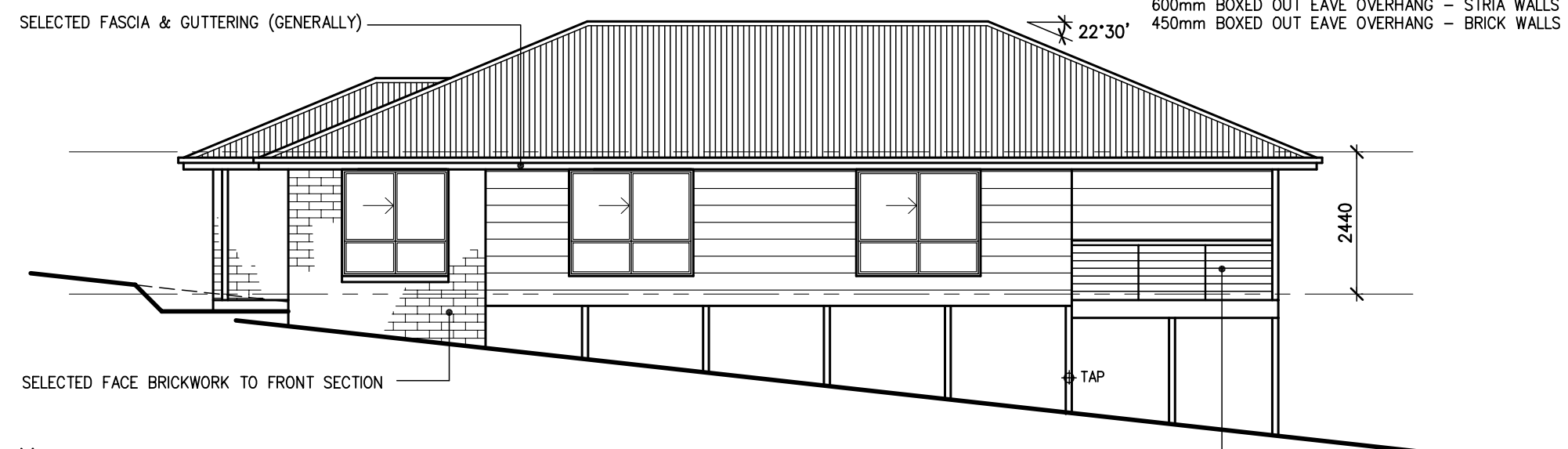
North Elevation 1:100



East Elevation 1:100



West Elevation 1:100



South Elevation 1:100

**Note:**  
WINDOW ARCHITRAVE TO WINDOWS LOCATED IN CLADDED WALLS

**Note:**  
600mm BOXED OUT EAVE OVERHANG - STRIA WALLS  
450mm BOXED OUT EAVE OVERHANG - BRICK WALLS

**Note:**  
MASONRY ARTICULATION JOINTS AS PER ENGINEERS DESIGN

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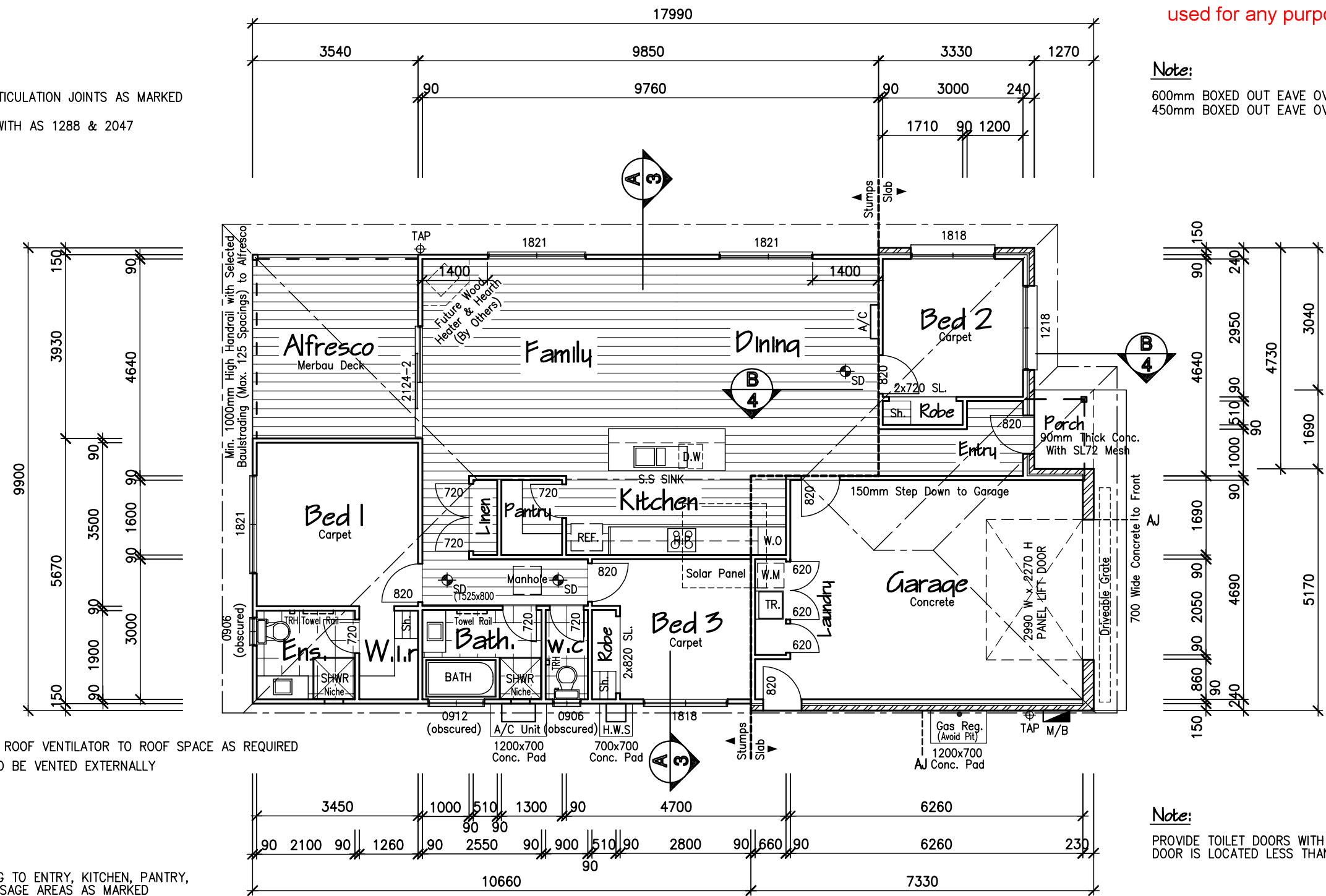
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|  |   |   |                          |  |                    |   |                                |                            |          |       |
|--|---|---|--------------------------|--|--------------------|---|--------------------------------|----------------------------|----------|-------|
| <b>G.J Gardner. HOMES</b><br>89 Main Street, Bairnsdale VIC 3875<br>Office: (03) 5153 1330<br>CDB-U 53249 www.gjgardner.com.au | Altered Nova<br>Classic Facade<br>© Copyright Exclusive<br>To G.J Gardner Homes | Craig Wight<br>Design & Drafting<br>Registered Building Practitioner<br>DP AD 36750 | CLIENT:                  | PROJECT: PROPOSED NEW RESIDENCE            | PAGES: 2 OF 7      | SHEET SIZE: A3  | FLOOR AREAS:                   | REV.                       | DETAILS: | DATE: |
|  |   |   | Karen Bell               | No. 122b<br>Myer Street,<br>Lakes Entrance | JOB NO: 200926     | INTERNAL: 119.82m2<br>GARAGE: 34.75m2<br>PORCH: 2.15m2<br>ALFRESCO: 13.91m2 | A PRELIMINARY DRAWINGS 24/8/21 | B WORKING DRAWINGS 29/9/23 |          |       |
|  |   |   | DRAWING TITLE:           |  | DRAWN: CRAIG WIGHT | TOTAL: 170.63m2   |                                |                            |          |       |
|  |   |   | ELEVATIONS - SCALE 1:100 |  | DATE: 29/9/23      |   |                                |                            |          |       |

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**Note:**  
PROVIDE MASONRY ARTICULATION JOINTS AS MARKED  
GLAZING TO COMPLY WITH AS 1288 & 2047

**Note:**  
600mm BOXED OUT EAVE OVERHANG - STRIA WALLS  
450mm BOXED OUT EAVE OVERHANG - BRICK WALLS



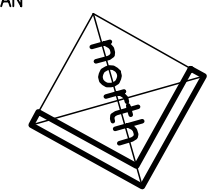
**Note:**  
PROVIDE WHIRLY BIRD ROOF VENTILATOR TO ROOF SPACE AS REQUIRED  
ALL EXHAUST FANS TO BE VENTED EXTERNALLY

**Note:**  
VINYL PLANK FLOORING TO ENTRY, KITCHEN, PANTRY,  
DINING, FAMILY & PASSAGE AREAS AS MARKED

**Note: Articulation Joints**  
AJ ----- REPRESENTS ARTICULATION JOINTS AS REQUIRED

**Note:**  
PROVIDE TOILET DOORS WITH REMOVABLE HINGES WHERE  
DOOR IS LOCATED LESS THAN 1200mm FROM PAN

Proposed Floor Plan 1:100



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OWNER SIGNED: ..... DATE: .....

OWNER SIGNED: ..... DATE: .....

BUILDER SIGNED: ..... DATE: .....

|  |   |   |                          |  |                    |             |  |      |                      |         |
|--|---|---|--------------------------|--|--------------------|-------------|--|------|----------------------|---------|
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|  |   |   | DRAWING TITLE:           |  | JOB NO: 200926     |             |  | B    | WORKING DRAWINGS     | 29/9/23 |
|  |   |   | FLOOR PLAN - SCALE 1:100 |  | DRAWN: CRAIG WIGHT |             |  |      |                      |         |