

## NOTICE OF AN APPLICATION FOR PLANNING PERMIT

The land affected by the application is located at:	33E Bedggood Grove PAYNESVILLE VIC 3880 Lot: 68 PS: 840653
The application is for a permit to:	Two Lot Subdivision (boundary realignment)
<b>A permit is required under the following clauses of the planning scheme:</b>	
<b>Planning Scheme Clause</b>	<b>Matter for which a permit is required</b>
32.08-3 (GRZ1)	Subdivide land
43.02-3 (DDO)	Subdivide land
The applicant for the permit is:	Surveytech Pty Ltd
The application reference number is:	5.2025.228.1

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

## Office Use Only

Application No.:

Date Lodged:

/

Date Allocated:

/

/

Zone(s):

Allocated to:

Overlay(s):

# Application for Planning Permit

Use this form to make an application for a planning permit and to provide the information required by section 47 of the *Planning and Environment Act 1987* and regulations 15 and 38 of the *Planning and Environment Regulations 2005*.

Supplementary information requested in this form should be provided as an attachment to your application. ☒ Please print clearly or complete the form electronically (refer to How to complete the Application for Planning Permit form).

## Privacy notice

**▲** Information collected with this application will only be used to consider and determine the application. It will be made available for public inspection in accordance with section 51 of the *Planning and Environment Act 1987*.

## Need help with the application?

If you need help to complete this form, read *How to complete the Application for Planning Permit form*. For more information about the planning process, refer to *Planning: a Short Guide*. These documents are available from your local council, the Planning Information Centre (Ph: 03 9637 8610, 8 Nicholson Street, Melbourne), or [www.dse.vic.gov.au/planning](http://www.dse.vic.gov.au/planning).

Contact council to discuss the specific requirements for this application and obtain a planning permit checklist. Insufficient or unclear information may delay your application.

- ① Has there been a pre-application meeting with a council officer?

☐ Yes ☐ No

If yes, with whom?:

Date: 08 / 08 / 2025

## The land

- ② Address of the land. Complete the Street Address and one of the Formal Land Descriptions.

Street Address

Street No.: 33E  
35

Street Name: Bedgood Grove

Suburb/Locality: Daynesville

Postcode: 3880

Formal Land Description

**▲** This information can be found on the certificate of title.

Lot No.: 68, 69

on Lodged Plan, Title Plan or Subdivision Plan No.: PS 840653R.

OR

Crown Allotment No.:

Section No.:

Parish Name:

- ③ Title information.

☐ ☒ Attach a full, current copy of title information for each individual parcel of land, forming the subject site.

- ④ Describe how the land is used and developed now.

eg. single dwelling, three dwellings, shop, factory, medical centre with two practitioners, licensed restaurant with 80 seats.

Residential lots

- ⑤ Plan of the land.

☒ Attach a plan of the existing conditions. Photos are also helpful.

## The proposal

**▲** You must give full details of your proposal and attach the information required to assess the application.

If you do not give enough detail or an adequate description of the proposal you will be asked for more information. This will delay your application.

- ⑥ For what use, development or other matter do you require a permit?

Read *How to complete the Application for Planning Permit form* if you need help in describing your proposal.

Realign common boundary to Per  
construction of shed

- ⑦ Additional information about the proposal.

Contact council or refer to council planning permit checklists for more information about council's requirements.

☒ Attach additional information providing details of the proposal, including:

- ☐ Any information required by the planning scheme, requested by council or outlined in a council planning permit checklist.
- ☐ Plans showing the layout and details of the proposal.
- ☐ If required, a description of the likely effect of the proposal (eg. traffic, noise, environmental impacts).

- ⑧ Encumbrances on title.

Encumbrances are identified on the certificate of title.

Is the land affected by an encumbrance such as a restrictive covenant, section 173 agreement or other obligation on title such as an easement or building envelope?

- ☐ No, go to 9.
- ☒ Yes, ☒ Attach a copy of the document (instrument) specifying the details of the encumbrance.
- Does the proposal breach, in any way, the encumbrance on title?
- ☒ No, go to 9.
- ☐ Yes, contact council for advice on how to proceed before continuing with this application.

### ▲ Note

Council must not grant a permit that authorises anything that would result in a breach of a registered restrictive covenant (sections 61(4) and 62 of the *Planning and Environment Act 1987*). Contact council and/or an appropriately qualified person for advice.

## Costs of buildings and works/permit fee

Most applications require a fee to be paid. Where development is proposed, the value of the development affects the fee. Contact council to determine the appropriate fee.

- ⑨ Estimated cost of development for which the permit is required.

Cost \$ 0.00

**▲** You may be required to verify this estimate.

Write 'NIL' if no development is proposed (eg. change of use, subdivision, removal of covenant, liquor licence)

- ⑩ Do you require a receipt for the permit fee?

☐ Yes ☐ No

## Contact, applicant and owner details

(11) Provide details of the contact, applicant and owner of the land.

### Contact

The person you want Council to communicate with about the application.

Name:	Paul Rothier			
Organisation (if applicable):	Surveytech P/L			
Postal address:	35 Commercial St			
	Korumburra	Postcode:	3950	
Contact phone:		<input type="checkbox"/>	Indicate preferred contact method	
Mobile phone:	0407 573328	<input checked="" type="checkbox"/>		
Email:	paul@surveytech.net.au	<input checked="" type="checkbox"/>		
Fax:		<input type="checkbox"/>		

### Applicant

The person or organisation who wants the permit.

<input checked="" type="checkbox"/>	Same as contact. If not, complete details below.
Name:	
Organisation (if applicable):	
Postal address:	
	Postcode: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

### Owner

The person or organisation who owns the land.

<input type="checkbox"/>	Same as contact	<input type="checkbox"/>	Same as applicant
Where the owner is different from the applicant or contact, provide the name of the person or organisation who owns the land.			
Name (if applicable):			
Organisation (if applicable):			
Postal address:			
	Postcode: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		

## Checklist

(12) Have you?

<input type="checkbox"/>	Filled in the form completely?
<input type="checkbox"/>	Paid or included the application fee?
<input checked="" type="checkbox"/>	Attached all necessary supporting information and documents?
<input type="checkbox"/>	Completed the relevant council planning permit checklist?
<input type="checkbox"/>	Signed the declaration on the next page?



## Declaration

- ⑬ This form must be signed.  
Complete one of A, B or C
- ⚠ Remember it is against the law to provide false or misleading information, which could result in a heavy fine and cancellation of the permit.

### A Owner/Applicant

I declare that I am the applicant and owner of the land and all the information in this application is true and correct.

Signature

Date:

### B Owner

I declare that I am the owner of the land and I have seen this application.

Signature

Date:

### Applicant

I declare that I am the applicant and all of the information in this application is true and correct.

Date:

07 / 07 / 2023

### C Applicant

I declare that I am the applicant and:

- I have notified the owner about this application;
- and all the information in this application is true and correct.

Date:

07 / 07 / 2023



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

Page 1 of 1

VOLUME 12314 FOLIO 350

Security no : 124125975226K  
Produced 07/07/2025 11:50 AM

## LAND DESCRIPTION

Lot 68 on Plan of Subdivision 840653R.  
PARENT TITLE Volume 12255 Folio 732  
Created by instrument PS840653R 24/06/2021

## REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors

## ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT AU557442N 09/07/2021  
Expiry Date 31/12/2040

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AR827787Y 11/01/2019

## DIAGRAM LOCATION

SEE PS840653R FOR FURTHER DETAILS AND BOUNDARIES

## ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 33E BEDGGOOD GROVE PAYNESVILLE VIC 3880

## ADMINISTRATIVE NOTICES

NIL

eCT Control 18909Q RICHARD DAVIS & ASSOCIATES LAWYERS  
Effective from 13/07/2021

DOCUMENT END



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

Page 1 of 1

VOLUME 12314 FOLIO 351

Security no : 124125968369N  
Produced 07/07/2025 09:49 AM

### LAND DESCRIPTION

Lot 69 on Plan of Subdivision 840653R.  
PARENT TITLE Volume 12255 Folio 732  
Created by instrument PS840653R 24/06/2021

### REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors

### ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT AU557485T 09/07/2021  
Expiry Date 31/12/2040

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AR827787Y 11/01/2019

### DIAGRAM LOCATION

SEE PS840653R FOR FURTHER DETAILS AND BOUNDARIES

### ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 35 BEDGGOOD GROVE PAYNESVILLE VIC 3880

### ADMINISTRATIVE NOTICES

NIL

eCT Control 18909Q RICHARD DAVIS & ASSOCIATES LAWYERS  
Effective from 13/07/2021

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Document Type	<b>Plan</b>
Document Identification	<b>PS840653R</b>
Number of Pages (excluding this cover sheet)	<b>3</b>
Document Assembled	<b>07/07/2025 09:47</b>

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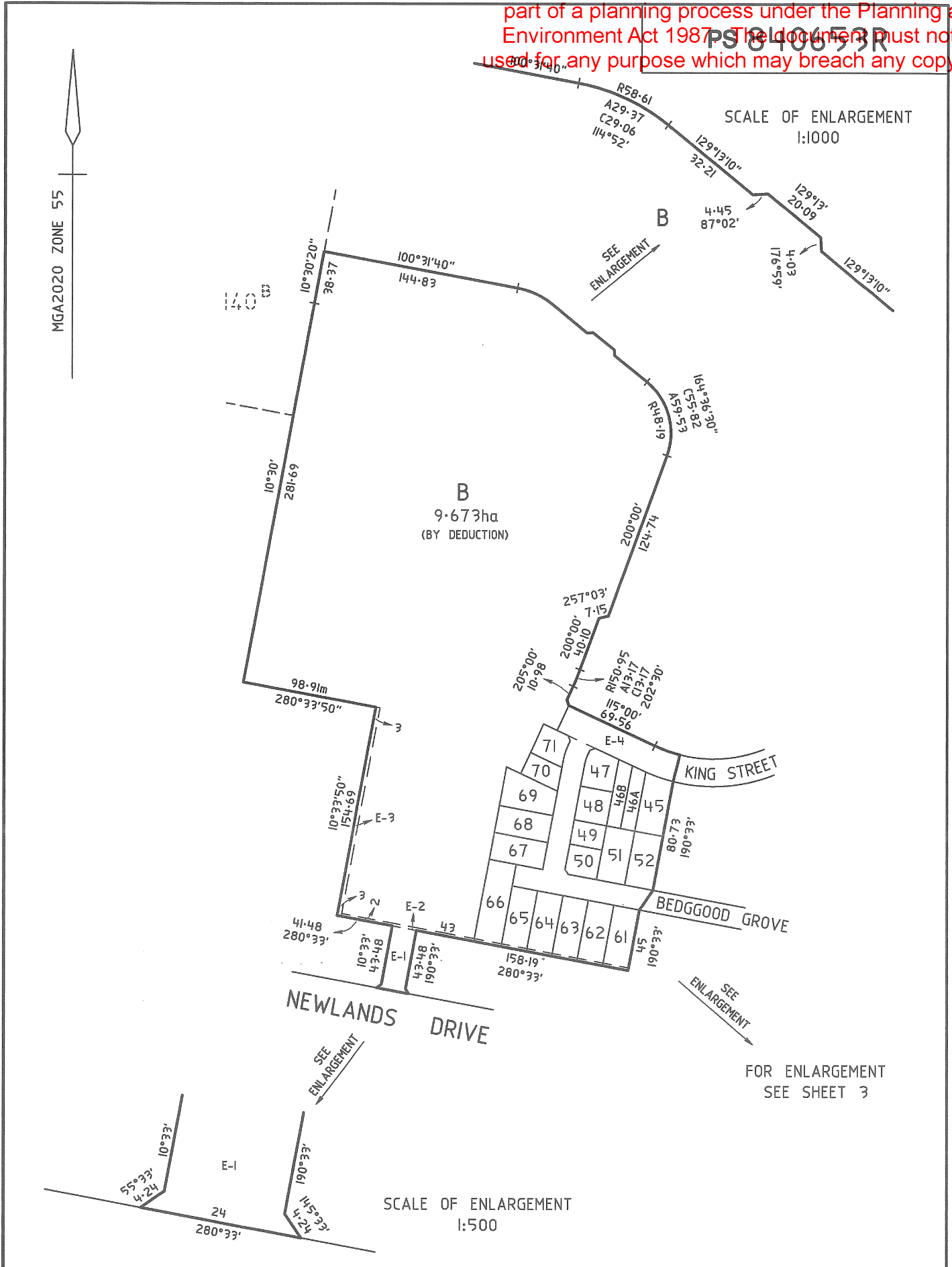
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PLAN OF SUBDIVISION				EDITION 1 PS 840653R	
LOCATION OF LAND				Council Name: East Gippsland Shire Council	
PARISH: BAIRNSDALE				Council Reference Number: PS840653R	
TOWNSHIP: _____				Planning Permit Reference: 583/2004/P/D	
SECTION: _____				SPEAR Reference Number: S159538J	
CROWN ALLOTMENT: 141, 141A & 141B (PARTS)				Certification	
CROWN PORTION: _____				This plan is certified under section 11 (7) of the Subdivision Act 1988	
TITLE REFERENCE: VOL 12255 FOL 732				Date of original certification under section 6: 27/08/2020	
LAST PLAN REFERENCE: LOT B - PS819612C				Public Open Space	
POSTAL ADDRESS: 114 NEWLANDS DRIVE, PAYNESVILLE, 3880				A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made	
MGA CO-ORDINATES: E: 562 200 ZONE: 55				Digitally signed by: Robert Pringle for East Gippsland Shire Council on 28/04/2021	
N: 5803 500 GDA 94				Statement of Compliance issued: 29/05/2021	
VESTING OF ROADS AND/OR RESERVES				NOTATIONS	
IDENTIFIER		COUNCIL/BODY/PERSON			
RI ROAD		EAST GIPPSLAND SHIRE COUNCIL			
NOTATIONS				DIMENSIONS SHOWN FOR LOT B ARE NOT THE RESULT OF THIS SURVEY. THE AREA OF LOT B IS BY DEDUCTION FROM TITLE.	
DEPTH LIMITATION DOES NOT APPLY				LOTS 1 TO 44 & 53 TO 60 HAVE BEEN OMITTED FROM THIS PLAN	
SURVEY: This plan is based on survey.					
STAGING: This is not a staged subdivision. Planning Permit No. 583/2004/P/D					
This survey has been connected to permanent marks No(s). 366 & 444					
In Proclaimed Survey Area No.					
EASEMENT INFORMATION					
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	
E-1	WAY, DRAINAGE & SEWERAGE	SEE DIAG.	LP214696F	LAND IN LP214696F	
E-2 & E-3	DRAINAGE	SEE DIAG.	PS802715L	EAST GIPPSLAND SHIRE COUNCIL	
E-3	SEWERAGE	3	PS802715L	EAST GIPPSLAND REGION WATER CORPORATION	
E-4	CARRIAGEWAY	20.12	PS819612C	AUSNET ELECTRICITY SERVICES PTY LTD	
E-5	DRAINAGE & SEWERAGE	3	THIS PLAN	EAST GIPPSLAND REGION WATER CORPORATION & EAST GIPPSLAND SHIRE COUNCIL	
E-6	SEWERAGE	2	THIS PLAN	EAST GIPPSLAND REGION WATER CORPORATION	
Crowthier & Sadler Pty. Ltd.		SURVEYORS FILE REF: 18591		ORIGINAL SHEET SIZE: A3	SHEET 1 OF 3 SHEETS
LICENSED SURVEYORS & TOWN PLANNERS 162 MACLEOD STREET, BAIRNSDALE, VIC., 3875 P. (03) 6162 6011 E. contact@crowthiersadler.com.au		Digitally signed by: Michael J Sadler, Licensed Surveyor, Surveyor's Plan Version (3), 21/10/2020, SPEAR Ref: S159538J		PLAN REGISTERED TIME: 2:32PM DATE: 24/06/2021 B. HENLEY Assistant Registrar of Titles	



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**Crowther & Sadler Pty. Ltd.**

LICENSED SURVEYORS & TOWN PLANNERS  
162 MACLEOD STREET, BAIRNSDALE, VIC., 3876

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

SURVEYORS REF  
18591

SCALE  
1:2500

25 0 25 50 75 100  
LENGTHS ARE IN METRES

ORIGINAL SHEET  
SIZE: A3

SHEET 2

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

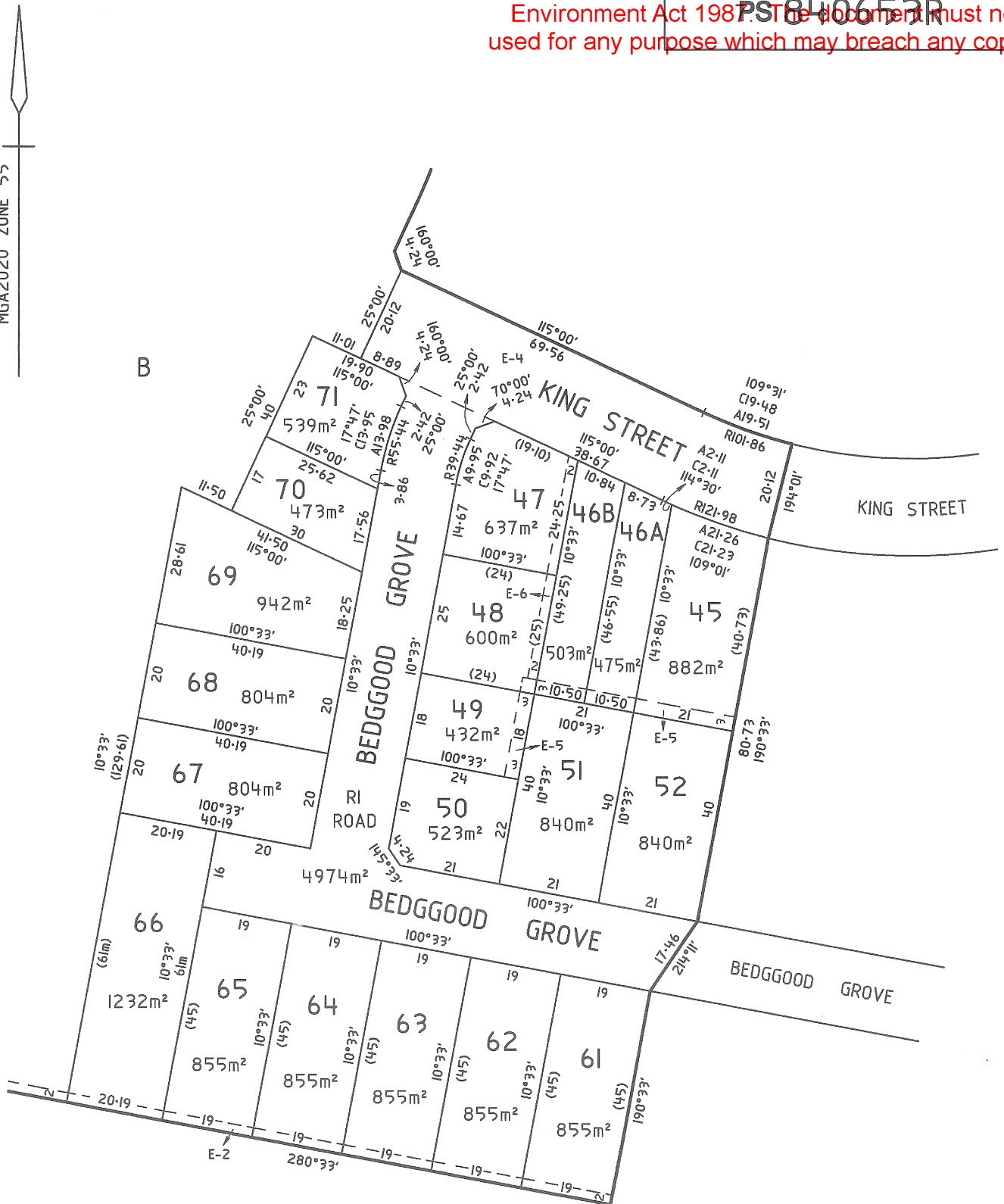
Digitally signed by:  
East Gippsland Shire Council,  
28/04/2021,  
SPEAR Ref: S159538J

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PS8440653R

MGA2020 ZONE 55



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SURVEYORS REF  
18591

SCALE  
1:800

8 0 8 16 24 32  
LENGTHS ARE IN METRES

ORIGINAL SHEET  
SIZE: A3

SHEET 3

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

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

Amended by: Michael J Sadler, Licensed Surveyor 24/06/2021.

Printed 6/08/2025

Page 11 of 37



# Department of Environment, Land, Water & Planning

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Produced 04/08/2025 03:15:49 PM

Status	Registered	Dealing Number	AU557442N
Date and Time Lodged	09/07/2021 12:16:06 PM		

### Lodger Details

Lodger Code	18909Q
Name	RICHARD DAVIS & ASSOCIATES LAWYERS
Address	
Lodger Box	
Phone	
Email	
Reference	

## TRANSFER

Jurisdiction	VICTORIA
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### Privacy Collection Statement

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

### Land Title Reference

12314/350

### Transferor(s)

Name	PAYNESVILLE PARK PTY LTD
ACN	608385146

### Estate and/or Interest being transferred

Fee Simple

### Consideration

\$AUD 135000.00

### Transferee(s)

Tenancy (inc. share)	Joint Tenants
Given Name(s)	
Family Name	
Address	
Street Number	
Street Name	



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## Electronic Instrument Statement

Street Type  
Locality  
State  
Postcode

Given Name(s)  
Family Name  
Address  
Street Number  
Street Name  
Street Type  
Locality  
State  
Postcode

### Covenants

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

Burdened land	the Land
Benefited land	MCP: AA6878
Restrictive covenant	MCP: AA6878
Expiry Date	31/12/2040

### Duty Transaction ID 5161095

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

### Execution

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

Executed on behalf  
of

Signer Name	RICHARD ROBERT DAVIS
Signer	RICHARD DAVIS & ASSOCIATES LAWYERS
Organisation	
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	08 JULY 2021



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## Electronic Instrument Statement

### Execution

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

Executed on behalf of	PAYNESVILLE PARK PTY LTD
Signer Name	ANDREW JOHN REYNOLDS
Signer Organisation	WARDS BARRISTERS AND SOLICITORS PTY LTD
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	09 JULY 2021

### File Notes:

NIL

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

Statement End.





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Document Type	<b>Instrument</b>
Document Identification	<b>AR827787Y</b>
Number of Pages (excluding this cover sheet)	<b>10</b>
Document Assembled	<b>07/07/2025 11:50</b>

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

114 Newlands Drive, Paynesville

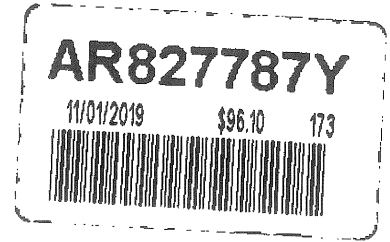
## Information table

Date of Agreement: 28/5/2018

### Parties:

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

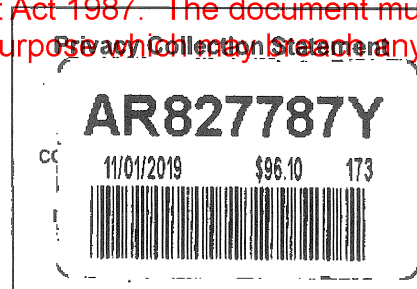
Name	Paynesville Park Pty Ltd
Short form name	<b>Owner</b>
Notice details	Suite 1, 29 Access Way, Carrum Downs 3201



### Background:

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

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



**Lodged by**

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

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

Land:(volume and folio)

VOLUME 11867 FOLIO 225

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

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

Section and act under which agreement is made:

SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987

A copy of the agreement is attached to this application:

YES

Signing:

35271702A

181PEA

Page 1 of 2

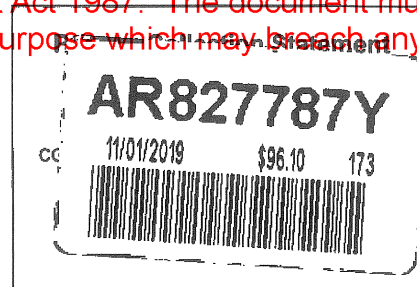
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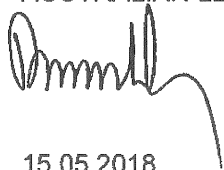
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**Application by a responsible authority for the making of a recording of an agreement**  
**Section 181 Planning and Environment Act 1987**



**Certifications**

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

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

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Page 2 of 2

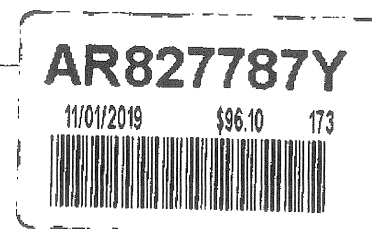
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**Printed 6/08/2025**  
**Page 19 of 37**



## Agreed terms



### 1. Defined terms and interpretation

#### 1.1 Defined terms

In this Agreement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

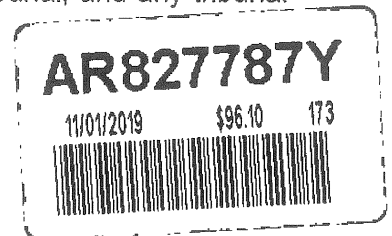
**Subject Land** means the land situated at 114 Newlands Drive, Paynesville being the land described as Lot 2 on PS802715L and contained in certificate of title volume 11867 folio 225 any reference to the Subject Land in this Agreement includes a reference to any lot created by the subdivision of the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

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

## 1.2 Interpretation

In this Agreement unless the context admits otherwise:

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



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

## **2. Section 173 Agreement**

### **2.1 Purpose**

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

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

### **2.2 Reasons for agreement**

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

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

## **3. Commencement**

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

## **4. Owner's Specific Obligations**

### **4.1 Compliance with other permits**

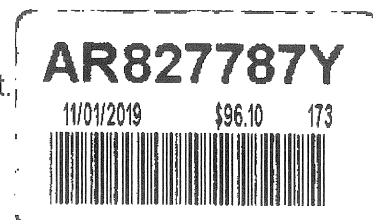
- (a) The Owner agrees that regardless of any rights conferred by the Planning Scheme, except with the prior written consent of Council, the Subject Land, or any part of it, must only be subdivided in a manner which depicts a lot layout and title boundaries which are:
  - (i) generally in accordance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

### **4.2 Development must be to approval of Council**

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

### **4.3 Notice of ownership**

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





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

### **5.1 Notice and Registration**

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

### **5.2 Further actions**

The Owner further covenants and agrees that:

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

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

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

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

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

## **7. Successors in Title**

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

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

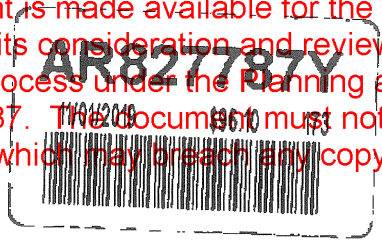
## **8. General**

### **8.1 Notices**

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

- (a) personally on the other Party;





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

## 8.2 Service of Notice

A notice or other communication is deemed served:

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

## 8.3 No Waiver

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

## 8.4 Severability

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.

## 8.5 No fettering of Responsible Authority's powers

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

## 8.6 Governing law

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

## 8.7 Ending

This Agreement ends:

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

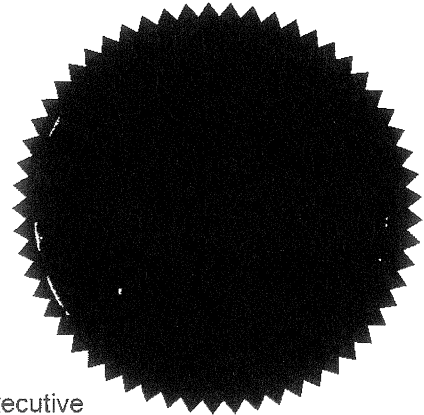


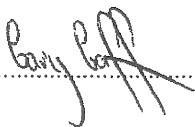
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**SIGNED, SEALED AND DELIVERED** as an agreement under Division 2 of Part 9 of the Act and as a Deed between the Parties.

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

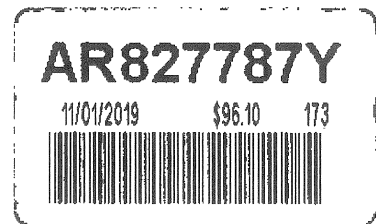


  
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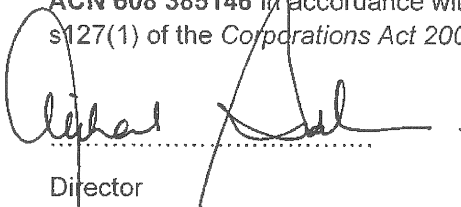
Chief Executive

  
.....

Witness

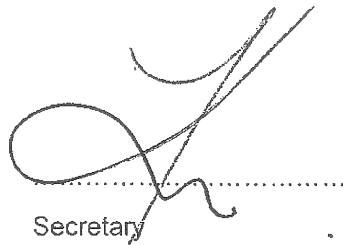


Executed by Paynesville Park Pty Ltd  
ACN 608 385146 in accordance with  
s127(1) of the Corporations Act 2001:

  
.....

Director

Print Name: MICHAEL SADLER.

  
.....

Secretary

Print Name: THOMAS CAMP



AA6878

## Memorandum of common provisions Section 91A Transfer of Land Act 1958

### Privacy Collection Statement

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

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

### Provisions:

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

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

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V3

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

91ATLA

Page 1 of 1

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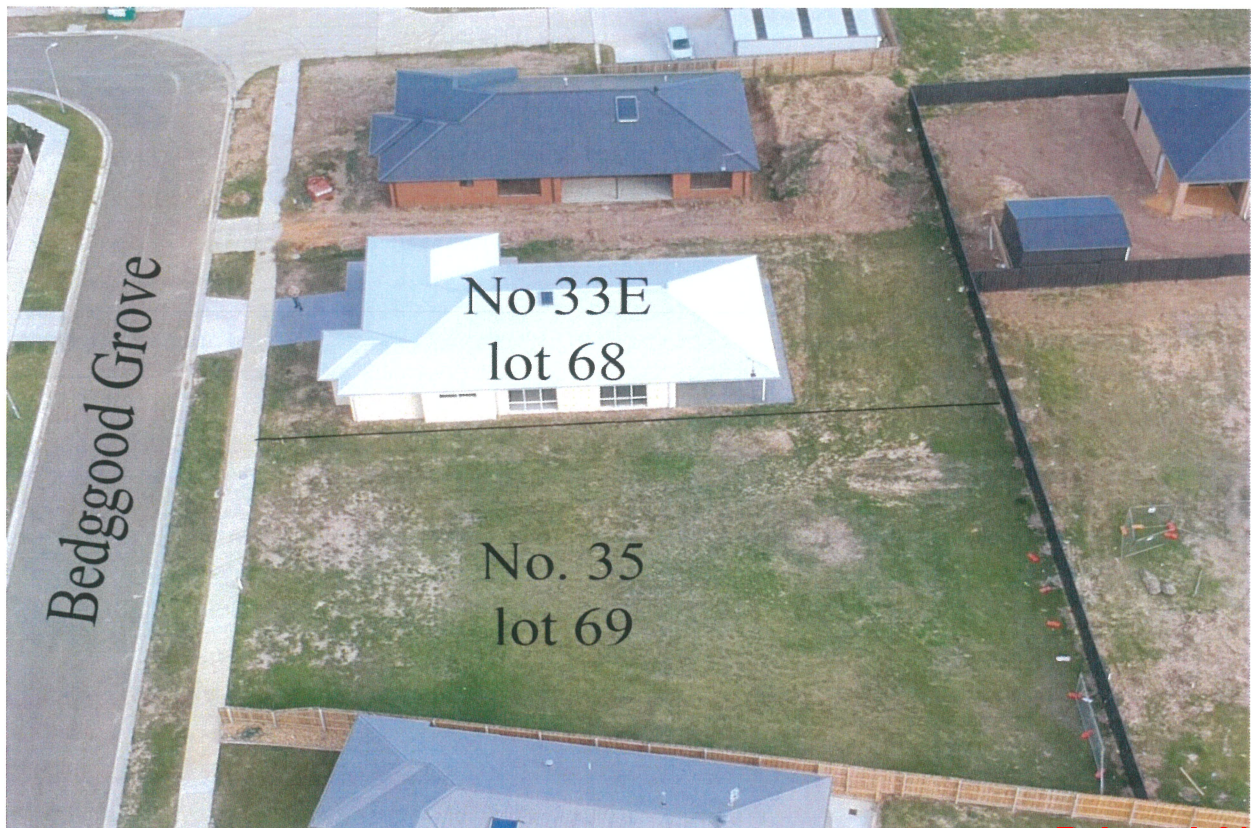
# Surveytech & ASSOCIATES

Surveying, Engineering, Planning and Development  
ABN 84 007 322 947  
35 Commercial Street  
Paynesville Vic 3950  
Ph. 03 56552615, Mob 0407 5733E28  
Email paul@surveytech.net.au

## Planning Report: 33E Bedggood Grove Paynesville: Boundary realignment And Shed construction

DOCUMENTS ENCLOSED ARE:

APPLICATION FORM, TITLE, PROPOSAL PLAN AND DETAILED PLANNING REPORT



## Contents

1.0 Introduction .....	
2.0 Property Information .....	
3.0 Proposal.....	
3.1 Site History .....	
3.2 Surrounding Area & Characteristics .....	
4.0 Zone	
5.0 Conclusion .....	
6.0 TITLE DOCUMENT.....	

## 1.0 Introduction

This report has been prepared on behalf of the owners of 33E Bedgood Grove Paynesville. The report will outline the proposal for the re alignment of the common boundary of 2 subject lots against the relevant State and Municipality planning legislative requirements.

This report should be read in conjunction with the submitted plans.

## 2.0 Property Information

<b>Property address</b>	33E Bedgood Grove Paynesville Vic, 3953
<b>Lot number and Plan of Subdivision number</b>	Lot 68, No.33E,, PS 840653R title documents enclosed Lot 69, No.35, PS 840653R
<b>Zone</b>	General Residential Zone 32.08
<b>Overlay/s</b>	N/A
<b>Planning Permit Trigger</b>	Clause 32.08 – 3 (Subdivision)
<b>Relevant Planning Policy Clauses</b>	- - 65.02 Approval of an application to Subdivide land

## 3.0 Proposal

The owners of 33E Bedgood Grove Paynesville are applying for the proposed RE ALIGNMENT of the above allotments as per the requirements stipulated within General Residential Zone of the East Gippsland Shire Planning Scheme.

The re alignment will allow extra area for Lot 68, No.33E, for a shed to be built while Lot 68, No.35, will be ready for a new dwelling.

The applicant is proposing to maintain two (2) lots in total but re structure as following:

### Lot 68, No.33E,:

The current Lot 68, No.33E, has area of 804m<sup>2</sup> and the proposed area after restructure of lot one is 1148 m<sup>2</sup>. APPROXIMATELY

Access will be via the existing roll over kerbing to each lot in Bedgood Grove Paynesville. The Lot 68, No.33E, has an existing dwelling and requires a shed to be built. See proposal plan.

The current Lot 69, No.35, has area of 942m<sup>2</sup> and the proposed area after restructure of Lot 68, No.35, is **558** m<sup>2</sup>. APPROXIMATELY

This is a vacant lot ready for a new dwelling

VACANT LOT  
No 35

HOUSE  
No 33F

recent  
brick dwelling  
No 31

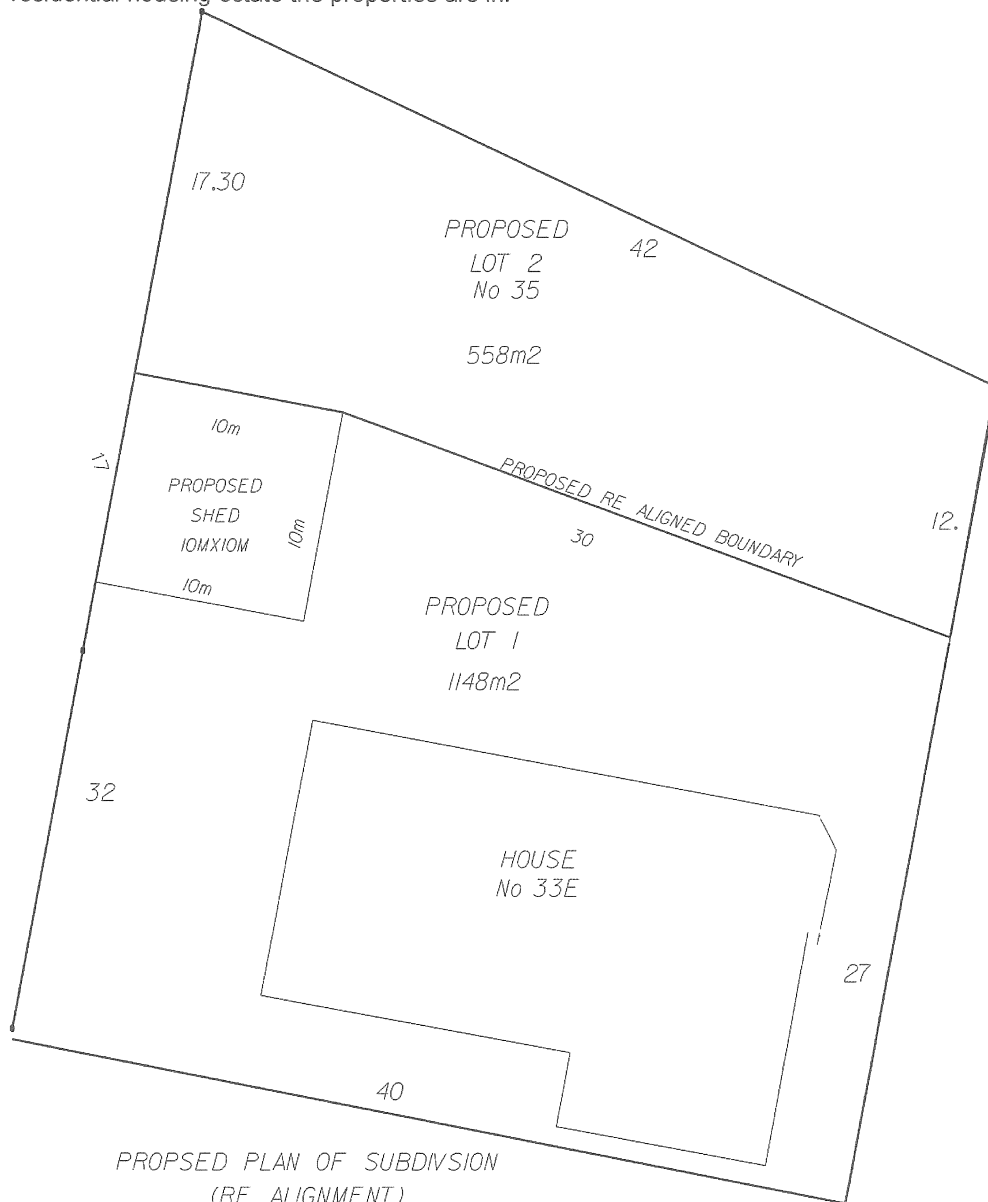
33F & 35 BFDGOOD CR  
PAYNEVILLE  
FEATURE PLAN

## EXISTING FEATURES PLAN



### 3.1 Site history

The purpose of the realignment is to change the lot sizes to cater for a shed on Lot 68, No.33E, and Lot 69, No.35,, although currently vacant, is for residential use. Lot 68, No.33E, has a recent brick dwelling and the Lot 69, No.35, will have a dwelling in the future. The two lots,of course, are in context with the purpose of the residential housing estate the properties are in.



PROPOSED PLAN OF SUBDIVISION  
(RE ALIGNMENT)  
33E BEDGGOOD GROVE  
PAYNESVILLE  
all dimensions are approximate

#### Proposed plan of subdivision (re alignment)

### 3.2 Surrounding Area & Characteristics

The subject site is located at 33E Bedggood Grove Paynesville, a residential Street in close proximity to the commercial area and the activity centre of Paynesville. The immediate neighbourhood comprises primarily of single storey dwellings of recent construction on allotment of various sizes.

The neighborhood character of 33E Bedggood Grove Paynesville is a of single storey dwellings with immature street trees and new infrastructure along the road reserves within the estate. The subject site has no street tree. The residential character of the street is typical high density new housing estate.



The residential allotment sizes in new housing estates Paynesville vary due to the development of dwellings, sheds and subdivisions (General Residential Zone). Establishing a precedent of varying allotment sizes and density in the direct vicinity of the subject site.

The subject site is also in close proximity to a variety of amenities including but not limited to (approximate distances):

- **Education:**
  - Uniting kinder (1.8km)
  - East Gippslandstate School (500 m)
  - Paynesville primary College (1 km)
  - Commercial Street shops (1km)
- **Public Open Spaces:**
  - Paynesville Recreation Reserve (100m)
  - Bowling club (700 m)
- **Public Transport:** Paynesville bus service (1 km).
- **Shopping centre/Retail Centre:** Paynesville Central Business District (1 km).
- **Key Road Infrastructure:** Paynesville Road Highway (2 km).

## 4.0 Zone

---

The subject site is situated within the General Residential Zone (schedule 1) of the East Gippsland Shire Council Planning Scheme.

The proposal is already in a zone applicable for the use and Clause 65.02 well explains the appropriate use, infrastructure, subdivision pattern etc etc. and importantly the proposal satisfies every component of general residential zone because the lots, houses and estate is existing and is relatively new.

As each additional lot restructured as part of this proposed subdivision is over 400m<sup>2</sup>, no garden area has been provided as part of this application.

In general, the planning policy framework, overlays, strategies, subdivision design, land supply, neighborhood character, is not necessarily relevant to this proposal as it all has been done resulting in the existing estate and dwellings in use today. We ask Council to consider this and allow the planning justification for this application to be exempt from detailing in this report.

## 5.0 Conclusion

---

The proposal is to re align common boundary of the two lots and construct a shed on No. 33E with No 35 being ready for a new residence.

It is considered that the proposal is consistent with the overriding objectives of the East Gippsland Planning Scheme as assessed as part of this planning report. With the proposed boundary realignment promoting development in an identified growth area of the Shire.

The proposal is consistent with the objectives and strategies as established in clause 32.08 for the district of Paynesville. The proposed subdivision will allow for the further development of residential land within the towns district boundaries.

The lots are favorable for subdivision with both created lots having direct street access to 33E Bedgood Grove Paynesville.

The lot sizes are consistent with the established precedent of development in this estate in Paynesville.

The shape of the re aligned lots is consistent with lots around the estate and applicable to the purposes of the lots and maintain the neighbourhood character of dwellings with street frontages facing 33E Bedgood Grove Paynesville, through the retention of the existing dwelling.

Lastly, the proposed subdivision is consistent with the established precedent of lot sizes within the surrounding area and is deemed appropriate for the subject site.

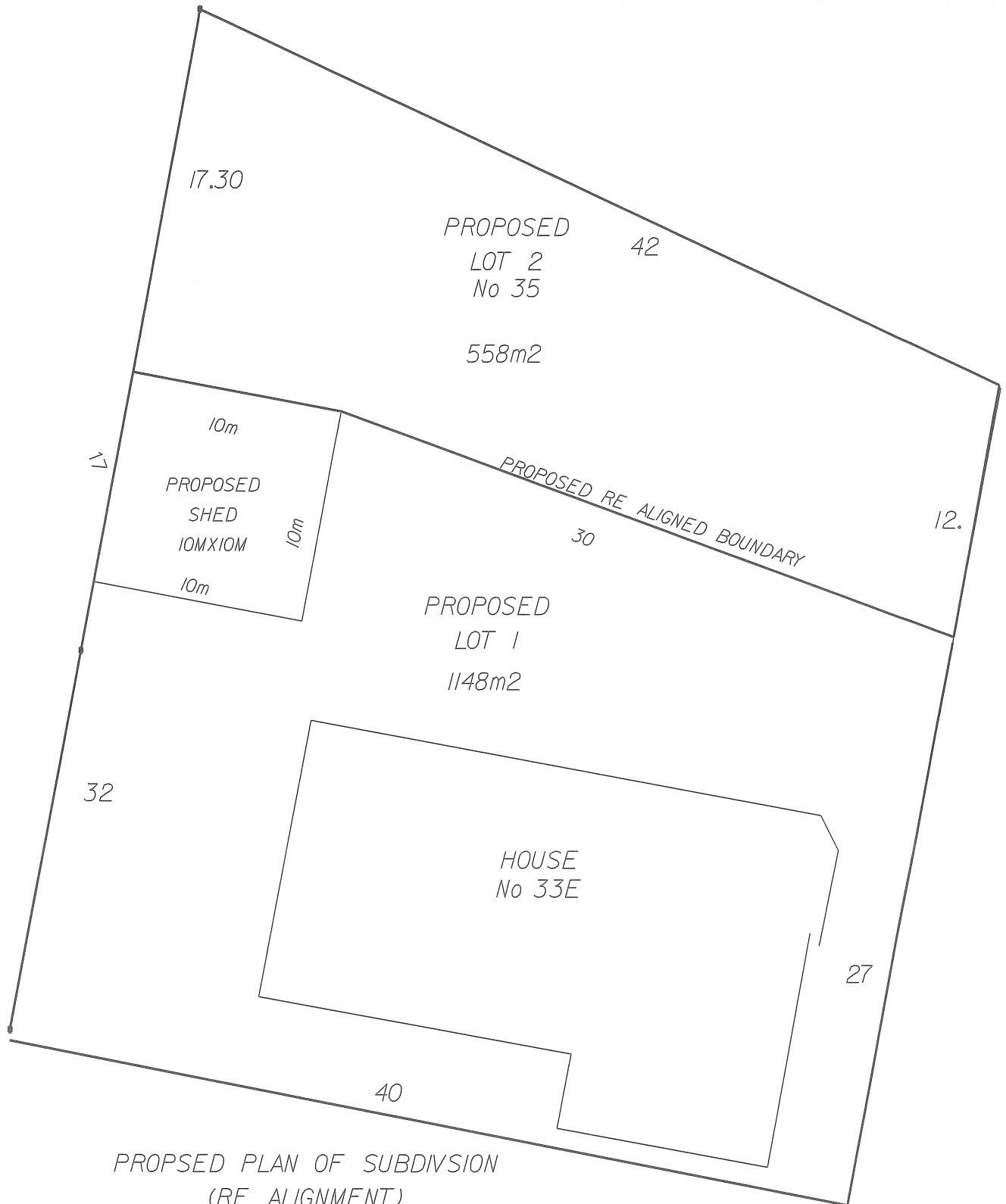
## 6.0

TITLE DOCUMENT.









PROPOSED PLAN OF SUBDIVISION  
(RE ALIGNMENT)  
33E BEDGGOOD GROVE  
PAYNESVILLE  
all dimensions are approximate