

## NOTICE OF AN APPLICATION FOR PLANNING PERMIT

The land affected by the application is located at:	142 J Tree Track CLUB TERRACE VIC 3889 Lot: 1 PS: 748246, Lot: 2 PS: 748246
The application is for a permit to:	Use and Development of Group Accommodation and Native Vegetation Removal
A permit is required under the following clauses of the planning scheme:	
Planning Scheme Clause	Matter for which a permit is required
35.07-1 (FZ)	Use of the land for group accommodation
35.07-4 (FZ)	Buildings and works associated with a group accommodation facility
44.06-2 (BMO)	Buildings and works associated with a group accommodation facility
The applicant for the permit is:	Crowther & Sadler Pty Ltd
The application reference number is:	5.2025.240.1

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

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

Any person who may be affected by the granting of the permit may object or make other submissions to the responsible authority.

**An objection must**

- ♦ be made to the Responsible Authority in writing,
- ♦ include the reasons for the objection, and
- ♦ state how the objector would be affected.

The responsible authority must make a copy of every objection available at its office for any person to inspect during office hours free of charge until the end of the period during which an application may be made for review of a decision on the application.

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

**April McDonald**

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**From:** Snapforms Notifications <no-reply@snapforms.com.au>  
**Sent:** Monday, 21 July 2025 9:00 AM  
**To:** Planning Unit Administration  
**Subject:** Planning Permit application  
**Attachments:** L - COT Vol11824 Fol039 (Lot 1 PS748246U).pdf; A - Site Plan (Version 1, 27-062025).pdf; Planning Report (V1, July 2025).pdf; B - Bushfire Management Plan (Version 2, 17-07-2025).pdf; C - Bushfire Hazard Site Assessment (Version 1, 27-06-2025).pdf; attachment\_errors.txt; Planning\_Permit\_Application\_2025-07-21T08-59-45\_26575126\_0.pdf

## Planning Permit Application

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

**Applicant name:** Crowther & Sadler Pty Ltd

**Business trading name:** Crowther & Sadler Pty Ltd

**Email address:** contact@crowthersadler.com.au

**Postal address :** PO Box 722, Bairnsdale Vic 3875

**Preferred phone number:** 0351525011

**Owner's name:**

**Owner's postal address:**

**Street number:** 142

**Street name:** J Tree Track

**Town:** Club Terrace

**Post code:** 3889

**Lot number:** 1

**Plan number:** PS748246U

**Other Legal Description:** Vol 11824 Fol 039

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

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

**Existing conditions :** Existing dwelling



**Description of proposal :** Use & Development of Group Accommodation within 100m of a Waterway and Removal of Native Vegetation

**Estimated cost of development:** \$300,000

**Has there been a pre-application meeting:** No

**Your reference number:** 20931

**Full copy of Title:** [L - COT Vol11824 Fol039 \(Lot 1 PS748246U\).pdf](#)

**Plans:** [A - Site Plan \(Version 1, 27-062025\).pdf](#)

**Planning report:** [Planning Report \(V1, July 2025\).pdf](#)

**ExtraFile:** 12

- 1. Supporting information/reports:** [B - Bushfire Management Plan \(Version 2, 17-07-2025\).pdf](#)
- 2. Supporting information/reports:** [C - Bushfire Hazard Site Assessment \(Version 1, 27-06-2025\).pdf](#)
- 4. Supporting information/reports:** [D - Plan of Vegetation Removal \(Version 1, 27-06-2025\).pdf](#)
- 3. Supporting information/reports:** [E - Native Vegetation Removal Report ID 319\\_20250625\\_N2Y.pdf](#)
- 5. Supporting information/reports:** [F - Report of Available Native Vegetation Credits ID 30547.pdf](#)
- 6. Supporting information /reports:** [G - Recreation Room Plan - Tom Hardy Design \(Rev A\).pdf](#)
- 7. Supporting information/reports:** [H - Cabin Plans \(Rev 0 26-06-2022\).pdf](#)
- 8. Supporting information/reports:** [I - Bushfire Management Statement - Fire Risk Consultants \(July 2023\).pdf](#)
- 9. Supporting information/reports:** [J - Bushfire Emergency Plan \(Version 1, 1-07-2025\).pdf](#)
- 10. Supporting information/reports:** [K - Land Capability Assessment Report - COB \(22-11-2024\).pdf](#)
- 11. Supporting information/reports:** [M - Planning Permit 205-2013-P \(amended 18-02-2016\).pdf](#)
- 12. Supporting information/reports:** [N - Background to the Bemm Bush Retreat Proposal.pdf](#)

**Invoice Payer:** Crowther & Sadler Pty Ltd

**Address for Invoice:** PO Box 722, Bairnsdale Vic 3875

**Invoice Email:** [contact@crowthersadler.com.au](mailto:contact@crowthersadler.com.au)

**Primary Phone Invoice:** 0351525011

**Declaration:** Yes

**Authority Check:** Yes

**Notice Contact Check:** Yes

**Notice check 2:** Yes

**Privacy Statement Acknowledge:** Yes

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

Page 1 of 1

VOLUME 11824 FOLIO 039

Security no : 124124805627N  
Produced 27/05/2025 01:34 PM

### LAND DESCRIPTION

Lot 1 on Plan of Subdivision 748246U.  
PARENT TITLE Volume 11542 Folio 426  
Created by instrument PS748246U 05/10/2016

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor

### ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT as to part Section 3A Victorian Conservation Trust Act 1972  
AY118106W 20/06/2024

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  
AJ827092G 31/07/2012

AGREEMENT Section 173 Planning and Environment Act 1987  
AL385164A 26/09/2014

### DIAGRAM LOCATION

SEE PS748246U 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: 142 J TREE TRACK CLUB TERRACE VIC 3889

### ADMINISTRATIVE NOTICES

NIL

eCT Control 16524X PRIOR LAW  
Effective from 06/09/2022

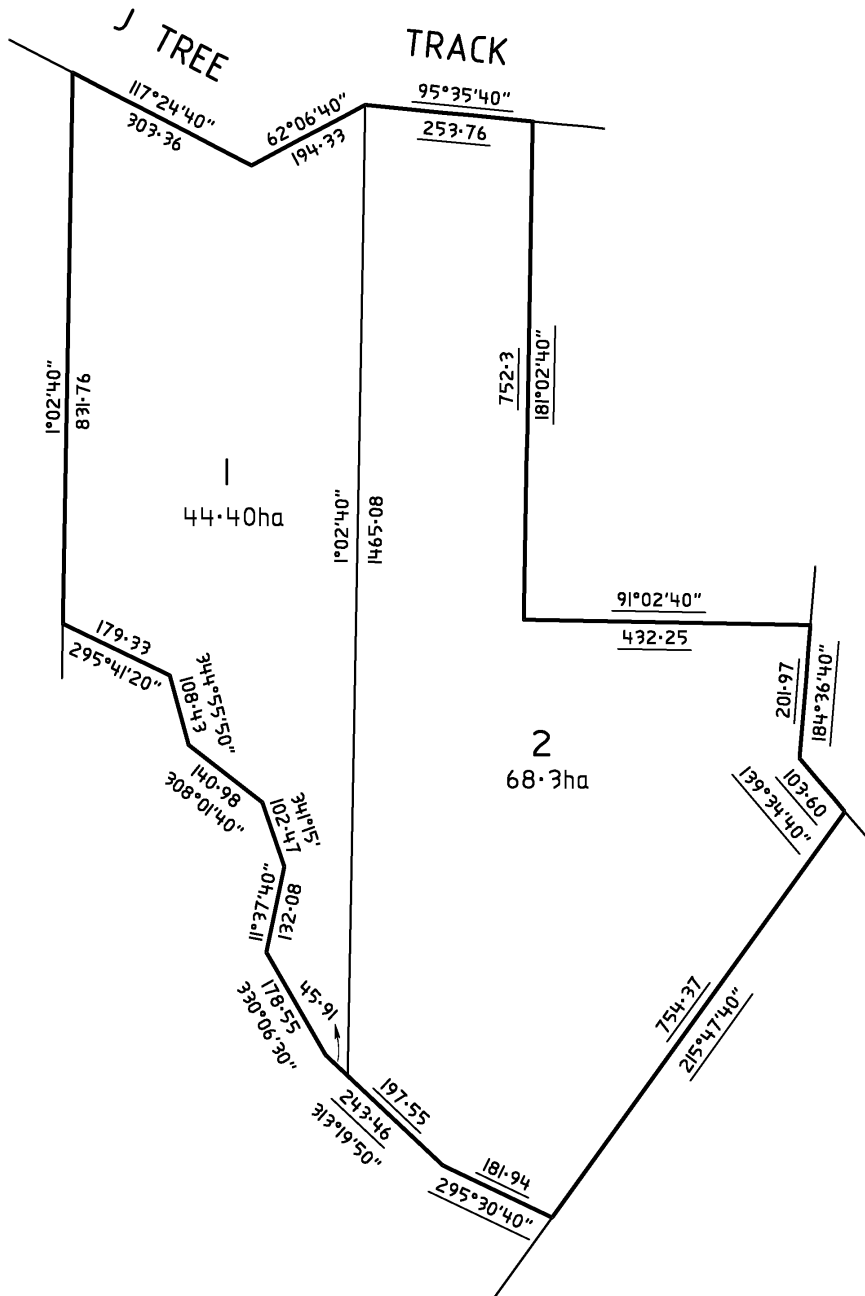
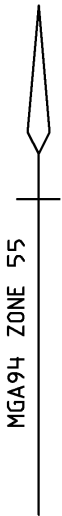
DOCUMENT END

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<b>PLAN OF SUBDIVISION</b>				
<b>LOCATION OF LAND</b>  <b>PARISH:</b> GOOLENGOOK <b>TOWNSHIP:</b> _____ <b>SECTION:</b> A <b>CROWN ALLOTMENT:</b> II (PART) <b>CROWN PORTION:</b> _____ <b>TITLE REFERENCE:</b> VOL II542 FOL 426  <b>LAST PLAN REFERENCE:</b> LOT A - PS721715L  <b>POSTAL ADDRESS:</b> 142 J TREE TRACK, (at time of subdivision) CLUB TERRACE 3889  <b>MGA CO-ORDINATES:</b> E: 667 385 <b>ZONE:</b> 55 (of approx centre of land in plan) N: 5841 690 <b>GDA 94</b>				Council Name: East Gippsland Shire Council  Council Reference Number: PS748246U Planning Permit Reference: 201/2013/P SPEAR Reference Number: S082529S  Certification  This plan is certified under section 6 of the Subdivision Act 1988  Public Open Space  A requirement for public open space under section 18 of the Subdivision Act 1988 Has not been made at Certification  Digitally signed by: Aaron David Hollow for East Gippsland Shire Council on 11/05/2016
<b>VESTING OF ROADS AND/OR RESERVES</b>		<b>NOTATIONS</b>		
IDENTIFIER	COUNCIL/BODY/PERSON			
NIL	NIL			
<b>NOTATIONS</b>				
<b>DEPTH LIMITATION</b> 15.24 METRES BELOW THE SURFACE  <b>SURVEY:</b> This plan is based on survey.  <b>STAGING:</b> This is not a staged subdivision. Planning Permit No. 205/2013/P  This survey has been connected to permanent marks No(s).  In Proclaimed Survey Area No.				
<b>EASEMENT INFORMATION</b>				
<b>LEGEND:</b> A - Appurtenant Easement    E - Encumbering Easement    R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	
<b>Crowther &amp; Sadler Pty. Ltd.</b> LICENSED SURVEYORS & TOWN PLANNERS 162 MACLEOD STREET, BAIRNSDALE, VIC., 3875 P. (03) 6162 5011 E. <a href="mailto:contact@crowthersadler.com.au">contact@crowthersadler.com.au</a>		<b>SURVEYORS FILE REF:</b> 16915  Digitally signed by: Paul Anthony Dwyer (Crowther & Sadler - Crowther & Sadler), Surveyor's Plan Version (1), 16/03/2016	<b>ORIGINAL SHEET SIZE:</b> A3 <b>SHEET 1 OF 2 SHEETS</b>  <b>PLAN REGISTERED</b> TIME: 3:06 PM DATE: 5 / 10 / 16 Assistant Registrar of Titles	

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PS 748246U



**Crowther & Sadler** Pty. Ltd.

LICENSED SURVEYORS & TOWN PLANNERS  
162 MACLEOD STREET, BAIRNSDALE, VIC., 3876  
P. (03) 6162 5011 E. [contact@crowthersadler.com.au](mailto:contact@crowthersadler.com.au)

SURVEYORS REF  
16915

SCALE  
1:8000

80 0 80 160 240 320  
LENGTHS ARE IN METRES

ORIGINAL SHEET  
SIZE: A3

SHEET 2

Digitally signed by: Paul Anthony Dwyer (Crowther & Sadler  
- Crowther & Sadler),  
Surveyor's Plan Version (1),  
16/03/2016

Digitally signed by:  
East Gippsland Shire Council,  
11/05/2016,  
SPEAR Ref: S082529S

Printed 21/08/2025

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**VICTORIA**

## APPLICATION FOR NOTIFICATION OF COVENANT

Lodged by:

Name: TRUST FOR NATURE (VICTORIA)

Phone: (03) 8631 5888

Address: LEVEL 5, 379 COLLINS ST MELBOURNE VIC 3000

Reference: GPN14366

Customer Code: 25283S

**TRUST FOR NATURE (VICTORIA)** of Level 5, 379 Collins Street, Melbourne established pursuant to the Victorian Conservation Trust Act 1972 **HEREBY APPLIES** pursuant to Section 3A (10) of the Act for entry of a Memorandum of the Covenant contained in the attached Instrument dated the **5 June 2024** which Instrument creates a Covenant pursuant to Section 3A of the said Act over the land marked hatched on the Plan being part of the land contained in Certificate of Title Volume 11824 Folio 039.

1. The Certifier has retained the evidence supporting this Registry Instrument or Document.
2. 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:

TRUST FOR NATURE (VICTORIA)

Signer Name:

Tarni Perkal

Signer Organisation:

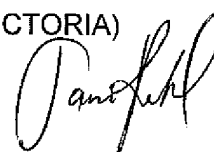
TRUST FOR NATURE (VICTORIA)

Signer Role:

Authorised signatory

Execution Date:

5 June 2024





# TRUST FOR NATURE

## Deed of Covenant for the Conservation of Land

Robert Michael Walter Richards  
Trust for Nature (Victoria)

Property Address: Lot 1 on Plan of Subdivision 748246U  
142 J Tree Track, Club Terrace VIC 3889

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**Note:** Owners are obliged under this Covenant to promptly notify the Trust of any change in ownership or another encumbrance relating to the Land or any lease or other interest in Land which the Owners grant to any other person.

[www.trustfornature.org.au](http://www.trustfornature.org.au)

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## Parties

**Robert Michael Walter Richards (Owner)** of 6 Fountaine Avenue, Malvern East VIC 3145

**Trust for Nature (Victoria) [ABN 60 292 993 543] (Trust)** of Level 5, 379 Collins Street, Melbourne VIC 3000

## Recitals

- A The Owner is the registered proprietor of the land described in Schedule 1 and desires to enter into a covenant with the Trust under section 3A of the Act and which runs with the Land empowering the Trust to enforce the covenant against the Owner.
- B The Trust and the Owner have agreed to enter into this Covenant, being satisfied that the Land possesses the appropriate characteristics and acknowledging that the Parties' aims and purposes are the conservation of the Land in accordance with the Covenant Objectives.
- C Covenant Objectives are the conservation of the Land for public scientific and public educational purposes including, as relevant to the Land its:
- (a) native plants and wildlife;
  - (b) natural interest or beauty;
  - (c) ecological significance;
  - (d) historical interest;
- D The Trust and the Owner recognise that the intent of this Covenant is to contribute to the National Reserve System, under the Protected Area criteria established by the International Union for Conservation of Nature (IUCN 2008).

## 1 Definitions

In this Covenant the following definitions apply:

**Act** means the *Victorian Conservation Trust Act 1972* (Vic).

**Covenant** means this document or any schedule or annexure to it.

**Covenant Management Plan** means the plan mutually agreed to and signed by the Owner and the Trust for the management of the Land, as amended from time to time and which forms part of this Covenant once signed.

**Covenant Objectives** means the aims and purposes of this Covenant as outlined in Recital C.

**Dwelling** means any habitable structure, including but not limited to a house, permanent caravan, dependent persons' unit or holiday accommodation.

**Exploration** means exploration for minerals and includes:

- (1) conducting geological, geophysical and geochemical surveys; and
- (2) drilling; and
- (3) taking samples for the purposes of chemical or other analysis; and
- (4) extracting minerals from the Land, other than for the purpose of producing them commercially; and
- (5) in relation to an exploration licence, anything else (except mining) that is specified in the licence.

**Land** means the land shown hatched on the plan attached at Schedule 1 being part of the land more particularly described in Certificate of Title Volume 11824 Folio 039 which has the purpose of conserving areas which are ecologically significant or areas of importance to the conservation of wildlife or native plants.

**Letter of Approval** means a letter signed by the Trust providing approval for the Owner to undertake specific activities on the Land otherwise prohibited under this Covenant.

**Licence** means an exploration licence, mining licence, a prospecting licence or a retention licence as set out in the *Minerals Resources (Sustainable Development) Act 1990*.

**Mining** means extracting minerals from the Land for the purpose of producing them commercially and includes processing and treating ore.

**Minister** means the Minister of the Crown administering the Act.

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

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

**Parties** means the parties to this Covenant.

**Permitted Defendable Space and Fire Protection Works** means vegetation permitted to be removed under the applicable planning scheme (as amended from time to time), whether

under a planning permit or exemption in the planning scheme, for bushfire protection purposes including for the creation of defensible space from an existing or new building or other fire protection works.

**Register** means the register of land kept under the *Transfer of Land Act 1958* (Vic).

**Registrar of Titles** means the person responsible for managing the Register.

**Subdivision** means the subdivision as defined with the *Subdivision Act 1988* (Vic) (or its successor) or any consolidation of land or boundary realignment.

**Trust** means Trust for Nature (Victoria) as established under section 2 of the Act.

## **2 Interpretation**

In the interpretation of this Covenant, the following provisions apply unless the context otherwise requires:

- 2.1 Headings are inserted for convenience only and do not affect the interpretation of this Covenant.
- 2.2 A reference in this Covenant to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- 2.3 A reference in this Covenant to any document or agreement is to that document or agreement as amended, novated, supplemented or replaced.
- 2.4 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this Covenant.
- 2.5 An expression importing a natural person includes any company, trust, partnership, joint venture, association, body corporate or governmental agency.
- 2.6 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- 2.7 A word which indicates the singular also indicates the plural, a word which indicates the plural also indicates the singular, and a reference to any gender also indicates the other genders.
- 2.8 A reference to the word 'include' or 'including' is to be interpreted without limitation.
- 2.9 Any schedules and attachments form part of this Covenant.

### **3 Deed of Covenant**

- 3.1 The Trust and the Owner agree without limiting or restricting their respective powers to enter into this Covenant and, insofar as it can be so treated, this Covenant is made pursuant to section 3A of the Act.

### **4 Registration**

- 4.1 The Owner consents to the Trust making application to the Registrar of Titles to make a recording of this Covenant in the Register on the Certificate of Title of the Land in accordance with section 3A(10) of the Act and do all things necessary to enable the Trust to do so including signing any further agreement, acknowledgement or document or procuring the consent to this Covenant of any Mortgagee or caveator to enable the recording to be made in the Register under that section.

### **5 Effect of Agreement**

- 5.1 This Covenant shall be deemed to come into force and effect from the date of execution of this Covenant and the benefit and burden of this Covenant shall be annexed to the Land.
- 5.2 The obligations of the Owner under this Covenant will take effect as separate and severable covenants which shall be annexed to and run at law and equity with the Land to bind the Owner and each successor, assignee or transferee of the Owner, the registered proprietor, the mortgagee in possession and the beneficial owner for the time being of the Land.

## 6 Owner Covenants

The Owner covenants at all times to observe and perform the following obligations and duties in relation to the Land:

### *General*

- 6.1 To use and manage the Land in a manner, which in the reasonable opinion of the Trust, is consistent with the Covenant Objectives.
- 6.2 Not to do any act or thing upon the Land, which in the reasonable opinion of the Trust, is prejudicial to its conservation or the Covenant Objectives.

### *Development and works*

- 6.3 In particular, on and with respect to the Land, the Owner must not permit, cause or allow to occur unless approved in accordance with clause 9:

- 6.3.1 the Subdivision of the Land;
- 6.3.2 the construction or placement of any structure or Dwelling on the Land save for non-habitable structures the location, type and size of which must be approved in writing by the Trust prior to construction and remain subject to the approval of the responsible authority.

In the event of the destruction or removal of a structure approved under this clause, any replacement structure may be constructed without approval from the Trust, provided it is located on the same site, will be used for the same purpose and is designed to have a similar footprint and size as the original.

- 6.3.3 the erection of any transmission lines or other services or works (unless required by law);
- 6.3.4 the construction of any dams; and
- 6.3.5 the erection or display of any notice, hoarding or advertising matter save for identification signs and interpretive signs.

### ***Use and management***

- 6.4 In particular, on and with respect to the Land, the Owner must not permit, cause or allow to occur, unless otherwise approved by the Trust in accordance with clause 9;
- 6.4.1 the removal or destruction of any local indigenous trees, plants or grasses, dead or alive, or the planting of any flora other than local indigenous flora;
  - 6.4.2 any act or omission which may adversely affect any local indigenous flora or any indigenous fauna or their related habitats;
  - 6.4.3 (unless required by law) any deterioration in the natural state or in the flow, supply, quantity or quality of any body of water;
  - 6.4.4 livestock to enter;
  - 6.4.5 the introduction of any non-indigenous fauna, or any cat, dog or other domestic animals;
  - 6.4.6 the removal, introduction or disturbance of any soil, rocks, or other minerals (which includes soil cultivation and earth-moving activities) save for revegetation activities;
  - 6.4.7 the operation of any trade, industry or business;
  - 6.4.8 the recreational use of trail bikes or any vehicles;
  - 6.4.9 the accumulation of rubbish or storage of any materials other than materials being used or intended to be used by the Owner on the Land;
  - 6.4.10 the removal of any timber including fallen timber;
  - 6.4.11 the establishment or spread of pest animals and pest plants which shall be controlled and, as far as possible, eliminated in accordance with section 20 of the *Catchment and Land Protection Act 1994* (Vic) (or its successor);
  - 6.4.12 the establishment or spread of high threat pest animals and plants identified by the Trust, which shall be controlled and, as far as possible, eliminated;
  - 6.4.13 the application of fertilizer; and
  - 6.4.14 any other activities not consistent with the Covenant Objectives.

***Mining and Exploration***

- 6.5 In relation to any minerals exploration or extraction activity or production of gas, petroleum or other substance proposed on or with respect to the Land, the Owner must:
- 6.5.1 not apply for a Licence;
  - 6.5.2 not permit any Mining or Exploration or production of gas, petroleum or other substance proposed, unless required by law;
  - 6.5.3 notify the Trust of any proposed Mining or Exploration or production of gas, petroleum or other substance proposed; and
  - 6.5.4 not consent to any Mining or Exploration or production of gas, petroleum or other substance proposed unless approved by the Trust in writing.



## **7 Further Covenants**

7.1 The Owner further covenants and agrees:

- 7.1.1 to make reasonable efforts to remove pests and weeds from the Land and to prevent their future invasion;
- 7.1.2 to make reasonable efforts, if necessary, to erect fences which allow free movement of indigenous fauna between adjacent grazing areas and the Land, and to maintain fences and gates in good stock proof order and condition;
- 7.1.3 to permit officers, agents or nominees of the Trust acting on behalf of the Trust provided prior notice of at least seven days has been given, to enter the Land in order to monitor and assess its condition, assess compliance with this deed or to prepare the Management Plan pursuant to clause 8.

### ***Lease or Licence***

7.2 The Owner further covenants and agrees upon resolving to lease or licence the Land or any portion of the Land to:

- 7.2.1 include within the lease or licence provided to any potential lessee or licensee of the Land a copy of this Covenant; and
- 7.2.2 in writing, procure the agreement of the tenant or licensee to perform and observe the duties and obligations as assumed by the Owner pursuant to this Covenant; and
- 7.2.3 promptly notify the Trust in writing of any lease or licence entered into for the Land or any portion of the Land.

### ***Sale***

7.3 The Owner further covenants and agrees upon entering into any contract to sell the Land or any portion of the Land to:

- 7.3.1 include within the contract provided to any potential purchaser of the Land a copy of this Covenant; and
- 7.3.2 promptly notify the Trust in writing that the Owner has entered into a contract to sell the Land or any portion of the Land.

### ***Other Interest***

7.4 The Owner further covenants and agrees before granting or entering into any other contract or disposing of or creating any other interest in the Land or any portion of the Land to:

- 7.4.1 include within the contract or provide to the person being granted an interest in the Land or any portion of the Land, a copy of this Covenant; and
- 7.4.2 in writing, procure the agreement of the person being granted an interest in the Land to perform and observe the duties and obligations as assumed by the Owner pursuant to this Covenant; and
- 7.4.3 promptly notify the Trust in writing that the Owner has granted an interest in the Land or any portion of the Land.

***Mortgagee consent***

- 7.5 Without limiting clause 4, the Owner further covenants and agrees that the Owner must obtain Mortgagee consent to the registration of this Covenant on the Certificate of Title to the Land and procure that the Mortgagee signs such documents and does such things as is otherwise necessary to give effect to that consent. The Owner indemnifies the Trust for any costs, loss, damage or expense arising from or in connection with any failure by the Owner to comply with this clause 7.5.

## **8 Covenant Management Plan**

- 8.1 The Covenant Management Plan must be prepared as soon as practicable after the execution of this Covenant by the Trust and the Owner.
- 8.2 The Covenant Management Plan may be varied or amended by mutual consent in writing of both Parties, unless otherwise agreed.
- 8.3 The Parties agree that if there is any inconsistency between the terms of this Covenant and the provisions of the Covenant Management Plan, then the terms of this Covenant shall prevail.
- 8.4 The Parties agree that once mutually agreed to and signed by both Parties, the Covenant Management Plan forms a part of this Covenant and is enforceable as if it were part of the Covenant.
- 8.5 If the Parties are unable to agree on the content and actions of the Covenant Management Plan then the dispute resolution process set out in clause 12 must be followed.
- 8.6 The Owner must do all things necessary to give effect to the terms of this Covenant and the Covenant Management Plan.
- 8.7 The Owner agrees to manage the Land pursuant to and in accordance with the terms of the Covenant Management Plan.

## **9 Letter of Approval**

- 9.1 The Parties agree that the Trust may provide prior written consent for the Owner to undertake any action not permitted under clause 6 on the following basis:
  - 9.1.1 the Owner must obtain the consent of the Trust prior to undertaking any actions or works;
  - 9.1.2 the consent must be in the form of a Letter of Approval issued by the Trust;
  - 9.1.3 the Trust may place conditions on the grant of consent which must be provided to the Owner in writing; and
  - 9.1.4 the consent will not be unreasonably withheld, provided that the Trust is satisfied that the proposal will not prejudice the Covenant Objectives.

## **10 Acknowledgements by the Trust**

- 10.1** The Trust acknowledges that compliance with clause 6 and the restrictions set out in this Covenant may be treated as waived to the extent necessary for:
- 10.1.1** responsible fire protection (including any Permitted Defendable Space and Fire Protection Works), weed and pest control;
  - 10.1.2** acts outside the control of the Owner, including but not limited to;
    - (i) war;
    - (ii) riot;
    - (iii) insurrection;
    - (iv) vandalism; and
    - (v) natural disaster.
  - 10.1.3** reasonable maintenance of fences, culverts, dams, bridges, watercourses, buildings, tracks, paths, roads and other services;
  - 10.1.4** any act required under any law, rule or regulation of any government or governmental agency, executive or administrative order or act of general or particular application; and
  - 10.1.5** the proper management of the Land as a protected environment for indigenous flora and fauna.

## **11 Default by the Owner**

**11.1** Where the Trust believes the Owner has breached or failed to comply with any term of this Covenant relating to the Land, the Trust may issue a notice in writing to the Owner ("Notice") that:

- 11.1.1** states the notice is a notice under this section;
- 11.1.2** specifies the nature of the breach;
- 11.1.3** requests rectification by a nominated date; and
- 11.1.4** specifies the actions required to remedy the non-compliance with the terms of this Covenant

**11.2** If after 30 days from the date of the Notice the Trust believes that there has been an inadequate response by the Owner to the Notice:

- 11.2.1** the Trust or its agents may enter the Land to undertake the necessary conservation work;
- 11.2.2** the Owner must, immediately upon receipt of costs from the Trust, reimburse the Trust for the costs incurred; and
- 11.2.3** the costs in clause 11.2.2 shall be capable of being recovered by the Trust in any court or competent jurisdiction as a civil debt recovered summarily.

**11.3** Where the Owner disputes the Notice or any work undertaken by the Trust under this clause, the dispute resolution provisions in clause 12 apply.

## 12 Dispute resolution

### *Meeting to attempt to resolve disputes*

- 12.1 If a dispute arises under this Covenant or concerning its subject matter, either Party may at any time give written notice to the other requesting that a meeting take place to seek to resolve the dispute. The nominated senior representatives of both Parties must meet within ten days of the notice and try to resolve the dispute in good faith.

Either Party may not unreasonably withdraw from attendance at the meeting.

### *Performance of obligations*

- 12.2 Despite the existence of a dispute, each Party must continue to perform its obligations under this Covenant.

### *Mediation*

- 12.3 If the Parties fail to resolve the dispute within 30 days of the meeting under clause 12.1, a mediator must be appointed by the Parties. If the Parties cannot agree on a mediator, the matter will be referred to a mediator chosen by the chairman of the Victorian Chapter of the Institute of Arbitrators and Mediators, Australia, or his or her nominee, for mediation.
- 12.4 Despite the provisions of clause 11 and clause 12 where the Trust determines that the circumstances require immediate action to prevent damage to the conservation of the Land in accordance with the Covenant Objectives, it may pursue any other remedies available to it at law and in equity.
- 12.5 The costs of the mediator and any associated costs, must be met equally between the Parties.

## **13 Miscellaneous**

### ***Entire agreement***

- 13.1 This Covenant contains everything the Parties have agreed in relation to the subject matter it deals with. No Party can rely on an earlier written document or anything said or done by or on behalf of another Party before this Covenant was executed.

### ***Governing law and jurisdiction***

- 13.2 This Covenant is governed by the law of Victoria. The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The Parties will not object to the exercise of jurisdiction by those courts on any basis.

### ***Severability***

- 13.3 Each provision of this Covenant is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction it is to be treated as being severed from this Covenant in the relevant jurisdiction, but the rest of this Covenant will not be affected. The legality, validity and enforceability of the provision in any other jurisdiction will not be affected.

### ***Variations***

- 13.4 Any variations to this Covenant must be done in accordance with the provisions of the Act.

### ***Waivers***

- 13.5 A waiver of any right, power or remedy under this Covenant must be in writing signed by the Party granting it. A waiver only affects the particular obligation or breach for which it is given. It is not an implied waiver of any other obligation or breach or an implied waiver of that obligation or breach on any other occasion.
- 13.6 The fact that a Party fails to do, or delays in doing, something the party is entitled to do under this Covenant does not amount to a waiver.

**Execution and date**

Executed as a deed.

Date: 5 June 2024

Signed, sealed and delivered by

Robert Michael Walter Richards



Signature of Owner

in the presence of:



Signature of witness

KAREN RICHARDS

Name of witness (print)



The common seal of Trust for Nature (Victoria)  
was hereunto affixed by the authority of the  
Trustees in the presence of:



*[Handwritten signature]*

Signature of Trustee

*[Handwritten signature]*

Signature of Chief Executive Officer/Trustee

*ANDREW DEAKIN BROOKES*

Name of Trustee (print)

*Connie Clarke*

Name of Chief Executive Officer/Trustee (print)

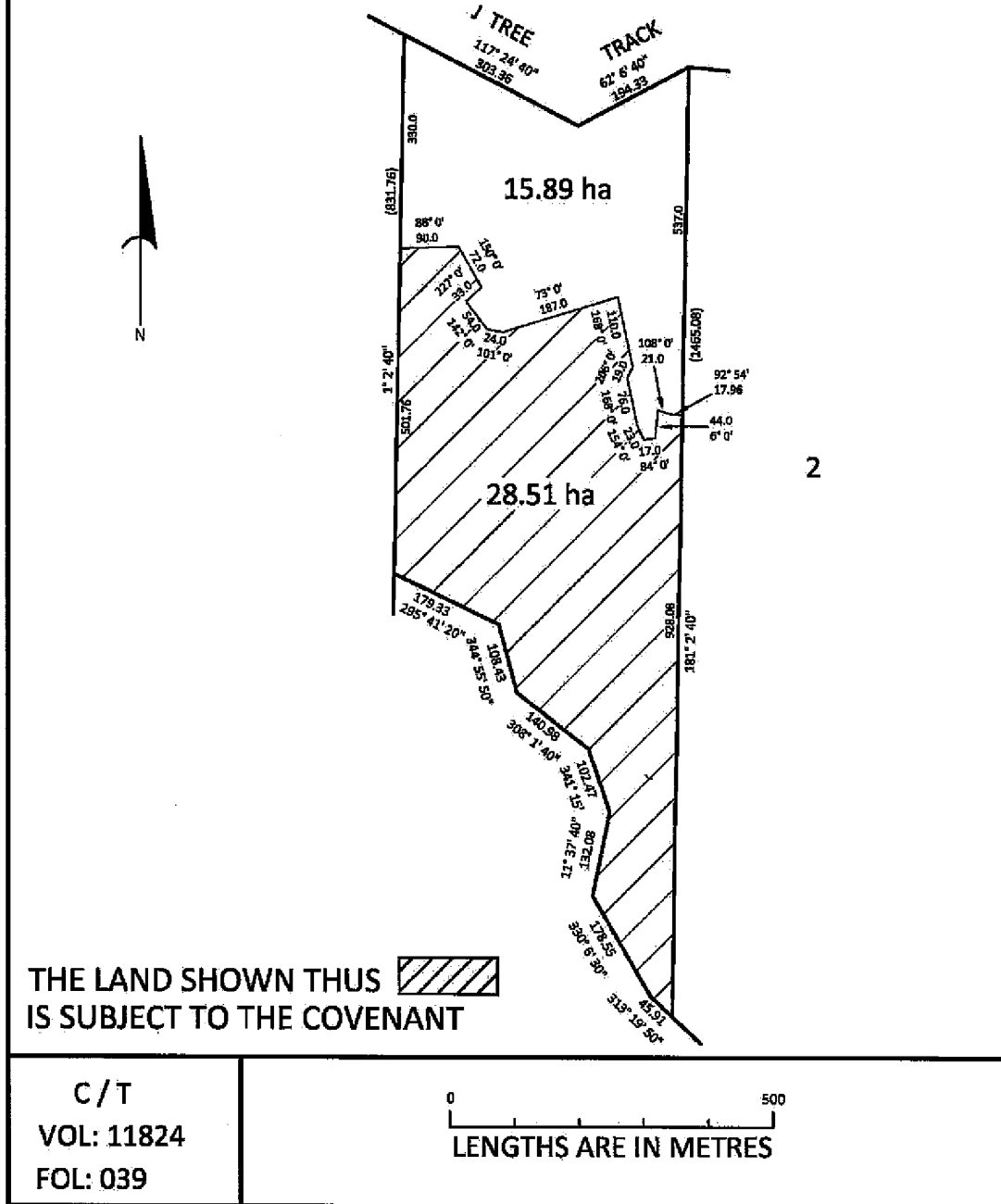
It is hereby certified that the approval of the Minister under sub-section 3A(8) of the Act has been  
obtained to this covenant (ref. schedule TNV *330-1894*).

*[Handwritten signature]*

Chief Executive Officer  
Trust for Nature (Victoria)

SCHEDULE 1: LAND

# PLAN FOR COVENANT PURPOSES LOT 1 ON PLAN OF SUBDIVISION 748246U



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DX 82203 Bairnsdale  
Code: 3556G

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

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

**LAND**

Certificate of Title Volume 11375 Folio 273

**ADDRESS OF THE LAND**

142 J Tree Track, Club Terrace, Victoria

**RESPONSIBLE AUTHORITY**

East Gippsland Shire Council

**PLANNING SCHEME**

East Gippsland

**AGREEMENT DATE** 17/9/2014 **AGREEMENT WITH**

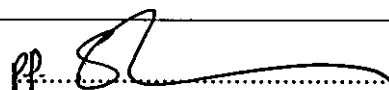
**Douglas John King and Wendy Louise King**

A copy of the Agreement is attached to this Application.

Signature for the Responsible Authority

Name of Officer

Date

PP.   
Aaron Hollow, Manager Amenities  
23/9/2014

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**AL385164A**



Date 17 10 2014

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

**Subject Land:**

**142 J Tree Track, Club Terrace, Vic 3889**

**East Gippsland Shire Council  
and**

**Douglas John King and  
Wendy Louise King**

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

Dated 17/09/2014

### Parties

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

Name	Douglas John King and Wendy Louise King
Address	371 Club Terrace Loop, Club Terrace, Victoria
Short name	Owner

### Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in conditions 5 and 6 of the Planning Permit.
- D. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee.
- E. The Parties enter into this Agreement:
  - E.1 to give effect to the Planning Permit; and
  - E.2 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

### The Parties agree

#### 1. Definitions

In this Agreement unless the context admits otherwise:

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

**Agreement** means this Agreement.

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**Building** has the same meaning as in the Act.

**Consent or Satisfaction Fee** means a fee payable by the Owner to Council for determining whether any one of the Owner's Obligations has been undertaken to Council's satisfaction, or deciding whether to give consent for anything this Agreement provides must not be done without Council's consent, and which is payable at the rate of:

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

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

**Defendable Space** means the area identified as 'inner zone' or 'outer zone' or the like in the plan entitled 'Bushfire Management Statement Plan version 3, surveyor's reference no. 15574' prepared by Crowther and Sadler Pty Ltd, dated 15 October 2013, as amended from time to time, and approved by Council in accordance with clause 44.06-2 of the Planning Scheme, or such other plan approved by Council or the Relevant Fire Authority.

**Dwelling** has the same meaning as in the Planning Scheme.

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

**Lot** means a lot created by a subdivision of the Subject Land whether in accordance with the Planning Permit or otherwise.

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

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

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

**Party or Parties** means the Parties to this Agreement.

**Planning Permit** means planning permit No. 205/2013/P, as amended from time to time, issued on 10 December 2013, authorising the subdivision of the Subject Land in accordance with plans endorsed by Council.

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

**Relevant Fire Authority** means the relevant fire authority for the Subject Land pursuant to the Planning Scheme.

**Subject Land** means the land situated at 142 J Tree Track, Club Terrace in the State of Victoria being the land referred to in Certificate of Title Volume 11375 Folio 273 and any reference to the Subject Land includes any Lot created by the subdivision of the Subject Land or any part of it.

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## 2. Interpretation

In this Agreement unless the context admits otherwise:

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

## 3. Owner's specific obligations

- 3.1 Notwithstanding anything in the Planning Scheme, the Owner agrees that:
  - 3.1.1 the Owner must maintain all vegetation on Lot 1 so as to maintain the Defendable Space in accordance with condition 9 of the Planning Permit;
  - 3.1.2 any Dwelling on Lot 1 must be provided with a static water source in accordance with all requirements of conditions 7 and 8 of the Planning Permit;
  - 3.1.3 due to bushfire risk, Lots 2 and 3 must not:
    - (a) be used for any accommodation or residential purpose;
    - (b) contain a Dwelling or any other form of residential Building.
  - 3.1.4 the Owner must carry out and maintain all bushfire prevention measures contained in:
    - (a) this Agreement; and
    - (b) the Planning Permit
 including but not limited to measures relating to:
    - (c) Defendable Space;



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- (d) water supply;
- (e) Subject Land access; and
- (f) restrictions on use and development of the Subject Land

at the full cost of the Owner and to the satisfaction of Council and the Relevant Fire Authority.

### 3.2 Expiry of Planning Permit

The Owner's obligations under clause 3.1 continue to apply:

- 3.2.1 regardless of any right conferred by the Planning Scheme;
- 3.2.2 regardless of any subdivision of the Subject Land; and
- 3.2.3 even if the Planning Permit expires, is cancelled or otherwise ceases to operate.

---

## 4. Owner's further obligations

### 4.1 Notice and registration

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

### 4.2 Further actions

The Owner:

- 4.2.1 must do all things necessary to give effect to this Agreement;
- 4.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title of the Subject Land in accordance with section 181 of the Act and do all things necessary to enable Council to do so including:
  - (a) signing any further agreement, acknowledgment or document; and
  - (b) obtaining all necessary consents to enable the recording to be made.

### 4.3 Fees

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

### 4.4 Council's costs to be paid

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

- 4.4.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- 4.4.2 preparing, drafting, finalising and recording any amendment to this Agreement; and
- 4.4.3 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.



#### 4.5 Time for giving consent

If Council makes a request for payment of any Consent or Satisfaction Fee under clause 4.3, the Parties agree that Council will not decide whether to grant the consent sought until payment has been made to Council in accordance with the request.

#### 4.6 Interest for overdue money

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

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

---

### 5. Agreement under section 173 of the Act

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

---

### 6. Owner's warranties

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

---

### 7. Successors in title

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

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

---

### 8. General matters

#### 8.1 Notices

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

- 8.1.1 personally on the person;
- 8.1.2 by leaving it at the person's current address for service;
- 8.1.3 by posting it by prepaid post addressed to that person at the person's current address for service;
- 8.1.4 by facsimile to the person's current number for service; or

AL385164A



8.1.5 by email to the person's current email address for service.

## **8.2 No waiver**

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

## **8.3 Severability**

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

## **8.4 No fettering of Council's powers**

This Agreement does not fetter or restrict Council's power or discretion to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certifying any plan which subdivides the Subject Land or relating to any use or development of the Subject Land.

## **8.5 Inspection of documents**

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

## **8.6 Governing law**

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

---

## **9. Commencement of Agreement**

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

---

## **10. Ending of Agreement**

10.1 This Agreement ends when the Owner has complied with all of the Owner's obligations under this Agreement.

10.2 As soon as reasonably practicable after the Agreement has ended, Council will, at the Owner's request and at the Owner's cost, apply to the Registrar of Titles under section 183(1) of the Act to cancel the recording of this Agreement.

**AL385164A**

26/09/2014

\$116.50

173



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## Signing Page

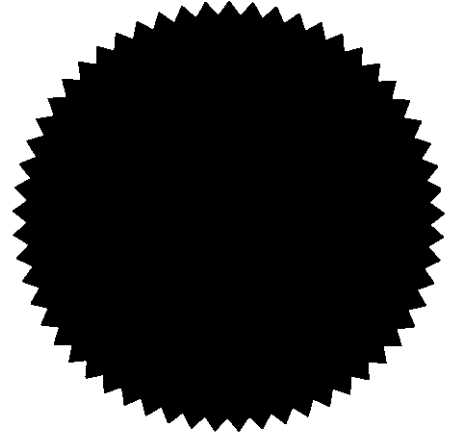
Signed, sealed and delivered as a deed by the Parties.

*[Signature]*

Signed sealed and delivered by the Chief Executive Officer on behalf of the **East Gippsland Shire Council** pursuant to the power delegated to that person by an Instrument of Delegation in the presence of:

*[Signature]*  
Witness

*[Signature]*  
Print name



Signed Sealed and Delivered by **DOUGLAS JOHN KING** in the presence of:

*[Signature]*

*[Signature]*  
Witness

*[Signature]*

Signed Sealed and Delivered by **WENDY LOUISE KING** in the presence of:

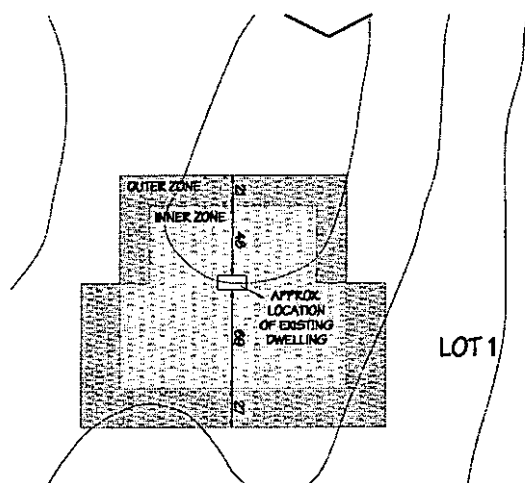
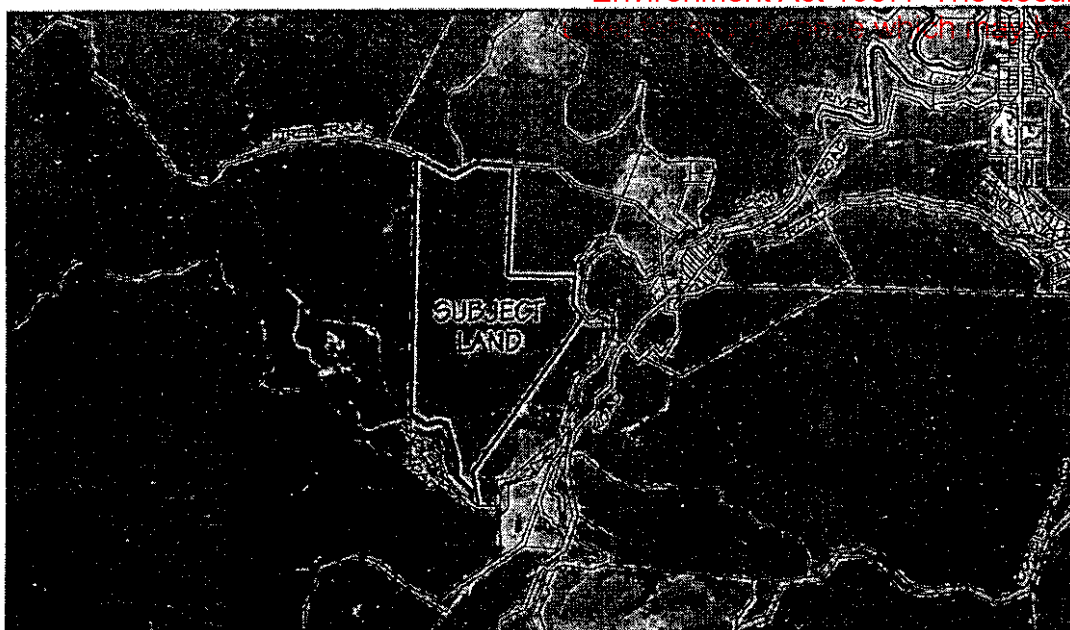
*[Signature]*  
Witness

## Mortgagee's Consent

National Australia Bank Ltd as Mortgagee under Instrument of mortgage No.AG632366G consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

*[Signature]*

## SITE LOCALITY PLAN



## MANAGEMENT OF DEFENDABLE SPACE

- FLAMMABLE OBJECTS SUCH AS PLANTS, MULCHES AND FENCES WILL NOT BE LOCATED
- CLOSE TO THE VULNERABLE PARTS OF THE BUILDING SUCH AS WINDOWS, DOOR AND EAVES.
- TREES WILL NOT OVERHANG THE ROOFLINE OF THE BUILDING, TOUCH WALLS OR OTHER ELEMENTS OF THE BUILDING.
- CONSISTENT WITH LONG STANDING OPEN PRACTICAL AREA GRASS AROUND THE DWELLING WILL BE KEPT SHORT (DOWN OR LESS), ALL LEAVED AND VEGETATION DEBRIS WILL BE REMOVED AT REGULAR INTERVALS.
- GRASS AND PLANTS GREATER THAN 1.8 METERS TALLER THAN PLANTS GREATER THAN 1.8 METERS WILL NOT BE PLACED DIRECTLY IN FRONT OF WINDOWS OR OTHER GLASS FEATURES.
- TREE CANOPY SEPARATION OF TWO METRES AND OVERALL CANOPY COVER OF NO MORE THAN 50% AT MATURITY WILL BE RETAINED AT ALL TIMES.

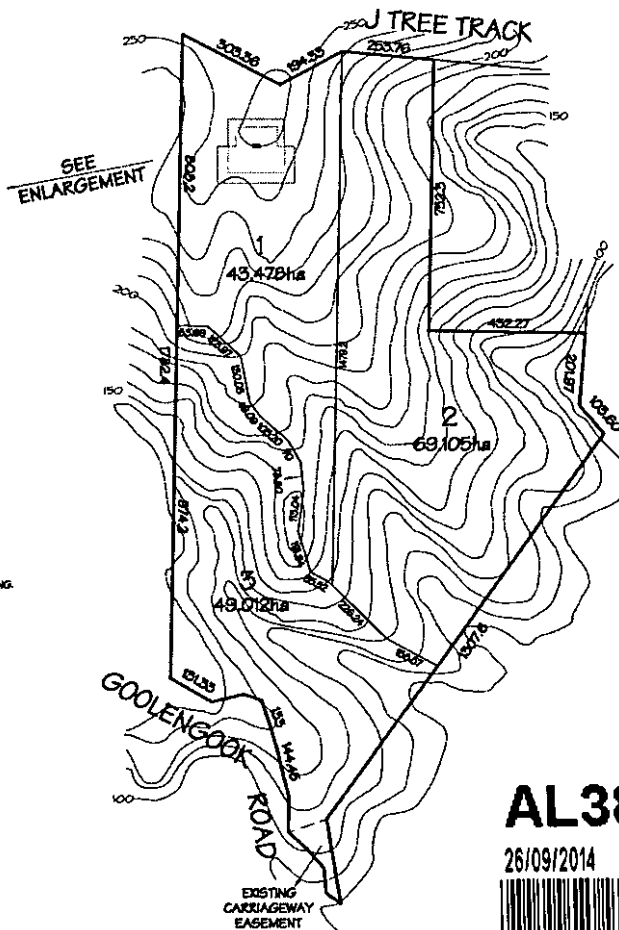
- THE GRASS SHALL BE MAINTAINED AT NO MORE THAN 100CM IN HEIGHT AND LEAF AND OTHER DEBRIS BE MOVED, SLASHED OR MULCHED.
- BRUSHES AND TREES SHALL NOT FORM A CONTINUOUS CANOPY.
- ANY TREE BRANCHES BELOW TWO METRES FROM GROUND LEVEL WILL BE REMOVED.
- TREE CANOPY COVER WILL BE NO MORE THAN 20% AT MATURITY WITH FEW BRUSHES IN THE UNDERSTOREY.
- BRUSHES WILL BE CONTAINED TO CLUMPS NO GREATER THAN 10M<sup>2</sup> WHICH ARE SEPARATED FROM EACH OTHER BY AT LEAST 10 METRES.

- FEATURES WITH HIGH FLAMMABILITY SUCH AS DOORMATS AND FIREWOOD STACKS WILL NOT BE LOCATED NEAR THE DWELLING STRUCTURE.

**ACCESS**

A MINIMUM 12,000-GAL TANK (STATIC STORAGE) MUST BE PROVIDED FOR FIRE FIGHTING PURPOSES, IN AN ACCESSIBLE LOCATION, WITHIN 60 FT OF THE DWELLING. THE LOCATION OF THE TANK & CONNECTIONS MUST COMPLY WITH C.F.A. REQUIREMENTS.

PROPOSED DRIVEWAY TO HAVE A MINIMUM  
TRAFFICABLE WIDTH OF 3.0m & MUST BE CLEAR OF  
ENCROACHMENTS FOR A VERTICAL DISTANCE OF 4m



AMG ZONE SS

**AL385164A**

26/09/2014	\$116.50	173
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LOT 1 BAL. 12.5	NORTHERN ZONE	SOUTHERN ZONE
SLOPE	FLAT	6° DOWNSLOPE
VEG TYPE	FOREST	FOREST
INNER ZONE	48m	69m
OUTER ZONE	21m	27m

SCALE (SHEET SIZE A2)

1 : 10.000

SURVEYORS REF.

15574

VERSION 3 - DRAWN 15/10/2019

PARISH OF GOOLENGOOK  
SECTION A  
CROWN ALLOTMENT 10 & 11(PARTS)

C/T VOL 11375 FOL 273  
LOT 1 ON P5707815M

142 J TREE TRACK, CLUB TERRACE

**Crowther & Sadler Pty. Ltd.**  
**LICENSED SURVEYORS & TOWN PLANNERS**  
 182 MACLEOD STREET, BARNSDALE, VIC. 3676  
 TELEPHONE (033) 4182 8011 FAX (0333) 4182 8025

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Code: 3556G

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

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

**LAND**

Certificate of Title Volume 10956 Folio 441

**ADDRESS OF THE LAND**

371 Club Terrace Loop Road, Club Terrace, Vic, 3888

**RESPONSIBLE AUTHORITY**

East Gippsland Shire Council, 273 Main Street, Bairnsdale, Vic, 3875

**PLANNING SCHEME**

East Gippsland Planning Scheme

**AGREEMENT DATE**

21/06/2012

**AGREEMENT WITH**

DOUGLAS JOHN KING & WENDY LOUISE KING

A copy of the Agreement is attached to this Application.

Signature for the Responsible Authority

Name of Officer

Date

*[Signature]*  
Aaron Holloway, Manager Development  
25/07/2012

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**AJ827092G**

31/07/2012 11:03:173



Date **21/06/2012**

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

**Subject Land:**

**371 Club Terrace Loop Road, Club Terrace**

**East Gippsland Shire Council  
and**

**Douglas John King and  
Wendy Louise King**

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10.	Ending of Agreement .....	6



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

Dated        /        /



### Parties

Name	<b>East Gippsland Shire Council</b>
Address	273 Main Street, Bairnsdale, Victoria 3875
Short name	<b>Council</b>

Name	<b>Douglas John King and Wendy Louise King</b>
Address	Lot 2, 371 Club Terrace Loop Road, Club Terrace, Victoria 3888
Short name	<b>Owner</b>

### Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 4 of the Planning Permit.
- D. As at the date of this Agreement, the Subject Land is encumbered by Mortgage No. AG632366G in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.
- E. The Parties enter into this Agreement:
  - E.1 to give effect to the Planning Permit; and
  - E.2 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

### The Parties agree

#### 1. Definitions

In this Agreement unless the context admits otherwise:

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

AJ827092G



**Agreement** means 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.

**Lot** has the same meaning as in the Planning Scheme.

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

**Native Vegetation** has the same meaning as in the Planning Scheme.

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

**Party or Parties** means the Parties to this Agreement.

**Planning Permit** means planning permit No. 575/2011/P, as amended from time to time, issued on 11<sup>th</sup> January 2012, authorising the subdivision of the Subject Land in accordance with the endorsed plan.

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

**Subject Land** means the land situated at 371 Club Terrace Loop Road, Club Terrace being the land referred to in Certificate of Title Volume 10956 Folio 441 and any reference to the Subject Land includes any Lot created by the subdivision of the Subject Land or any part of it.

**Vehicle Access** means private vehicle access provided to the Subject Land from the forest road managed by the Department of Sustainability and Environment and known as Goolengook Road, Club Terrace.

---

## 2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;



- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

---

### 3. Owner's specific obligations

#### 3.1 Native Vegetation Removal

Except with the prior written consent of Council and the Department of Sustainability and Environment, the Owner must not remove Native Vegetation from the Subject Land:

- 3.1.1 for the purpose of constructing a boundary fence between Lots 1 and 2 on the Subject Land; or
- 3.1.2 for the purpose of creating a new vehicle access to Lot 1 of the Subject Land.

#### 3.2 Maintenance of Vehicle Access

The Owner must at all times maintain the Vehicle Access to the Subject Land, at the Owner's full cost, to the satisfaction of Council and the Department of Sustainability and Environment.

---

### 4. Owner's further obligations

#### 4.1 Notice and registration

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

#### 4.2 Further actions

The Owner:

- 4.2.1 must do all things necessary to give effect to this Agreement;
- 4.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title of the Subject Land in accordance with section 181 of the Act and do all things necessary to enable Council to do so, including:
- (a) sign any further agreement, acknowledgment or document; and
  - (b) obtain all necessary consents to enable the recording to be made.

#### 4.3 Council's costs to be paid

Prior to this Agreement being recorded on the Certificate of Title of the Subject Land, the Owner must pay to Council, Council's costs and expenses (including legal expenses) of preparing, drafting, finalising, signing, recording and enforcing this Agreement.

**AJ827092G**




---

**5. Agreement under section 173 of the Act**

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

---

**6. Owner's warranties**

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

---

**7. Successors in title**

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

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

---

**8. General matters**

**8.1 Notices**

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

- 8.1.1 personally on the person;
- 8.1.2 by leaving it at the person's current address for service;
- 8.1.3 by posting it by prepaid post addressed to that person at the person's current address for service;
- 8.1.4 by facsimile to the person's current number for service; or
- 8.1.5 by email to the person's current email address for service.

**8.2 No waiver**

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

**8.3 Severability**

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

**AJ827092G**



#### **8.4 No fettering of Council's powers**

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

#### **8.5 Inspection of documents**

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

#### **8.6 Governing law**

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

---

### **9. Commencement of Agreement**

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

---

### **10. Ending of Agreement**

- 10.1 This Agreement ends when the Owner has complied with all of the Owner's obligations under this Agreement.
- 10.2 After the Agreement has ended, Council will, at the Owner's written request and at the Owner's cost, apply to the Registrar of Titles under section 183(1) of the Act to cancel the record of this Agreement.

This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright.

AJ827092G

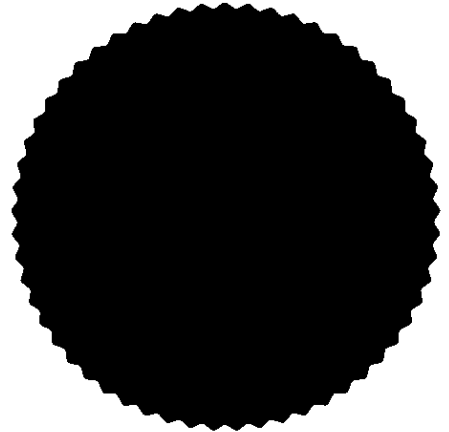
31/07/2012 11:30:30



## Signing Page

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

The Common Seal of the East Gippsland  
Shire Council was hereunto affixed on  
the 21<sup>st</sup> day of June 2012, in the  
presence of:



.....  
.....

Chief Executive

Witness

Signed Sealed and Delivered by DOUGLAS  
JOHN KING in the presence of:

) v .....  
.....

.....  
Witness

Signed Sealed and Delivered by WENDY  
LOUISE KING in the presence of:

) v .....  
.....

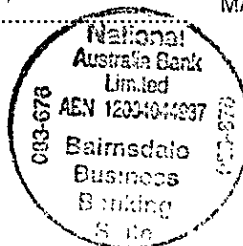
.....  
Witness

## Mortgagee's Consent

National Australia Bank Ltd as Mortgagee under Instrument of mortgage No. AG632366G consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

.....  
.....

MAL DALTON  
AGRIBUSINESS  
MANAGER



ADVERTISED

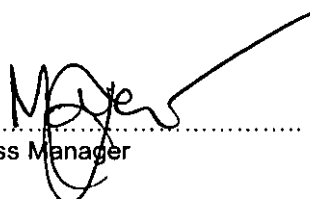
This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright.



To the Registrar of Titles,

Please register this Section 173 Agreement and upon completion return both Certificate of titles produced from Volume 10956 Folio 441 to National Australia Bank Limited.

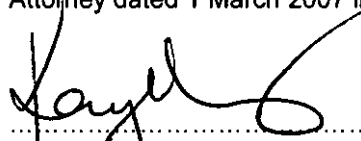
Signed on behalf of National Australia Bank Limited by:

  
.....  
Agribusiness Manager

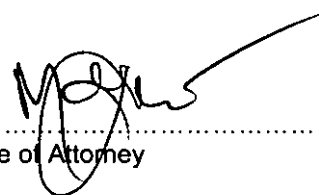
National Australia Bank Limited ABN 12 004 044 937 as Mortgagee pursuant to Mortgage No.AG632366G hereby consents to the within Application.

Dated this 29<sup>th</sup> day of MAY 2012

Executed on behalf of the National Australia Bank Limited by its Attorney Malcolm Leonard Dalton who holds the position of Level 3 Attorney under Power of Attorney dated 1 March 2007 in the presence of:

  
.....  
Signature of Witness

KAYE MAHONEY  
.....  
Name of Witness (please print)

  
.....  
Signature of Attorney



# CHRIS O'BRIEN & COMPANY PTY LTD

## CONSULTING CIVIL & STRUCTURAL ENGINEERS

Reference No: B24377

**Project No: 181124**

22/11/2024

CROWTHER & SADLER PTY LTD  
P.O. BOX 722  
BAIRNSDALE VIC 3875

Attn: Amie Ingwersen

Email:

Dear Amie,

**RE: PROPOSED GROUP ACCOMODATION  
142 J TREE TRACK, CLUB TERRACE. VIC**

### **WATER ENGINEER'S CERTIFICATION OF LAND CAPABILITY ASSESSMENT AND ON SITE SOIL INVESTIGATION FOR DOMESTIC EFFLUENT DISPOSAL SEPTIC TANK SYSTEM**

Further to our detailed inspection, at 11:30am on 26<sup>th</sup> November, 2024, of the above site this is to certify that Andrew John Powell, on behalf of Chris O'Brien & Company Pty Ltd, has prepared this report to document our Land Capability Assessment (LCA) and soil percolation test data together with recommendations for a specific location within the above allotment for on-site containment of domestic effluent disposal.

The purpose of this particular land capability assessment (LCA) is to investigate an area for a "Land Application Area" (LAA) for each of the proposed cabins. The owner has stated that all toilets in the proposal will be EPA approved composting toilets meaning only grey water is to be treated by each of the LAA's. The recommended location of the LAA's is shown on the site plan Appendix 1 attached to this report, however significant area exists at each cabin location and with consistent soils found on site gives greater flexibility in the final location of the LAA's.

An area, measuring approx. 20m x 10m has been allocated at the location of each cabin with the location being downslope of the proposed cabin. The areas selected allow for the slope in one direction to a maximum of about 2% with maximum falls in the other direction being about 8%. The buffer zones are clear of any ephemeral waters. The areas allocated for disposal field will not cause any detriment to the environment nor stormwater run-off quality within the precinct where the allotment is located.

3 soil investigation test pits were hand excavated with the location of these shown on the site plan. The soils in test pit 1 consist of a damp grey & dark grey fine sandy loam (FSL) topsoil containing coarse grass roots moderately dispersed, underlain by slightly damp fawn and orange sandy loam (SL) between 120 – 420mm depth below existing grassed surface, underlain slightly damp orange fawn fine sandy loam (FSL) to 650mm depth at termination of the test pit. The soils in test pit 2 consist of a damp grey & dark grey fine sandy loam (FSL) topsoil with some coarse grass roots moderately dispersed, underlain slightly damp fawn orange sandy loam (SL) between 120 – 350mm depth below existing grassed surface, underlain dry orange fawn fine sandy loam (FSL) to 600mm depth at termination of test pit. The soils in test pit 3 consist of a damp grey & dark grey fine sandy loam (FSL) topsoil with coarse grass roots moderately dispersed, underlain slightly damp grey sandy loam (SL) between 180 – 400mm depth, underlain by slightly damp grey & light grey fine sandy loam (FSL) to 600mm at termination of test pit.

All correspondence to:  
P.O. Box 18  
Traralgon Vic. 3844

13A Church Street  
Traralgon Vic. 3844

Telephone (03) 5174 9911  
Facsimile (03) 5174 0011

**Printed 21/08/2025**

**Page 50 of 132**



## DISCUSSION

For this particular site, should soil percolation testing have been undertaken we would expect the percolation rate to exceed 15mm/hr and be less than 500mm/hr. in this case absorption is largely by absorption through the upper soil strata and evapo-transpiration.

## PHOTOGRAPHY

Several colour photographs have been attached to the rear of this report to illustrate the subject allotment terrain and the recommended location of the areas for the "On-Site Domestic-Wastewater" disposal field for each of the cabins. In addition, three test pits was hand excavated to a maximum of 650mm depth, to investigate and illustrate the various soil horizons on the property. The test pits, together with the tailings of excavated material, were photographed and have been attached as well. It is obvious, by observation of the photographs, the soil type and the reasonable sloping terrain available for disposal, that standard absorption trenches can be used on this site for all of the cabins. There is a significant amount of fall from the proposed cabins down to the proposed LAA,s for a gravity system to work consistently on each of the cabins.

## DAILY FLOW & SEPTIC TANK CAPACITY

- It is proposed to construct 5 new cabins on the property. The new cabins are to have one (1) bedroom except 1 which will be 2 bedrooms. All cabins are to be fitted composting toilet meaning only greywater is to be considered for this proposal with the cabins also to have no laundry facilities. In calculating the daily load reference is made to EPA publication May 2024 : Guideline for onsite wastewater management. Table 4-2 makes reference to loading for greywater treatment with toilet & handbasin selected (shower to replace the toilet) giving a design flow rate of 60L per day per person. The daily load is calculated as follows.

=1 Bedroom cabin (2)60  
=120 L/day (Tank Water Supply)  
=2 Bedroom cabin (4)60  
=240 L/day (Tank Water Supply)

- Minimum septic tank capacity (C) in accordance with AS/NZS 1547:2012 Table J1

=1800 litres (Minimum Size Allowed)

## STANDARD ABSORPTION TRENCH DESIGN IN ACCORDANCE WITH AS/NZS 1547:2012 AND EPA PUBLICATION DATED MAY 2024

Reference is made to the Australian Standard code AS/NZS 1547:2012 "On site Domestic-wastewater Management" Appendix L Land Application Methods – Trenches, Beds and ETA/ETS Systems. Refer Table L1, whereby the soil examined on site may be classified as a Soil Category 2: Sandy loams (Massive), the Design Irrigation Rate (DIR) for primary treated effluent is approx. 15mm/day. Noteworthy is that the EPA Publication Dated May 2024 – Guideline for onsite wastewater management: Table 4-8: Soil Categories and Recommended Maximum Design Loading/Irrigation Rates (DLR/DIR) for "Land Application Systems" makes direct reference to Table L1 in AS/NZS 1547:2012 stating that values in table L1 are to be used for this design.

## LENGTH REQUIRED FOR STANDARD ABSORPTION BED SYSTEM

The appropriate absorption bed length for a trench system has been determined using formula from Appendix L, with the bed length  $L = Q / (DLR \times W)$ . A conservative DIR of 15.0 L/m<sup>2</sup>/day being adopted for the design. Based on a Q of 120L/day for a 1 bedroom cabin and 240L/day for a 2 bedroom cabin of wastewater generated from the proposed cabins supplied with tank water supply and adopting a trench width of 1000mm, the length of trench required is as follows:

For a 1 bedroom cabin provide **8m** of trench.

For a 2 bedroom cabin provide **16m** of trench.

## RESERVE AREA NOT REQUIRED

The allocation of a reserve area is not thought to be necessary on this site as if the system fails it can be simply dug up and replace either in the same area or nearby as sufficient area suitable for the LAA is available at the location of all cabins.

## PREPARATION OF THE SITE PRIOR TO COMMENCEMENT

The area upon which the standard absorption trench bed system is proposed for construction shall be protected from stormwater overland flow by establishing a shallow open earth vee-drain across the upstream side of the LAA (effluent disposal field) curtailing around the ends – if required.

## SUMMARY & CONDITIONS

It is our professional opinion the site is suitable for absorption trenches with the total length of 1000mm wide trench to be at least 8m for a one bedroom cabin and 16m for a two bedroom cabin which will be environmentally adequate and consistent with the above recommendations.

Based on the land capability assessment results, it is our opinion that the soil type and profile on this site are suitable for disposal of wastewater on site, using primary treatment only. 1000mm wide x 400mm depth trenches are to be used. Trenches should be at least 2m apart.

From the test results it can be seen that a one (1) bedroom cabin requires a disposal bed length of about 8m (minimum) for a standard absorption trench bed system and a two (2) bedroom cabin requires a disposal bed length of about 16m (minimum).

Siting of the proposed wastewater disposal field envelope shall be within or close to the area recommended. Refer to attached site plan. The following factors shall be considered when positioning the proposed wastewater disposal field.

- 1) Standard siting guidelines as per the requirements of the East Gippsland Shire Council (EGSC) guidelines.
- 2) At least 3.0m (subject to agreement between EGSC and COB & Co. prior to commencement) up-slope and 1.5m down-slope of any title boundary/road reserve or building for secondary treated effluent and 6.0m up-slope and 3.0m down-slope for primary treated effluent.

The following additional conditions shall be observed in addition to those set out by the local Council.

1. The system has been designed on a standard 1000mm wide x 400mm deep trench system. Trenches are to be installed at 3m maximum centres.
2. Gypsum is to be added to the bottom of trenches at a rate of 1kg/m<sup>2</sup>
3. The disposal field shall be sown with lawn grasses as soon as possible on completion of works. This will stabilize the soil and allow for the vegetation to take up the wastewater.
4. Only water from the septic tank is permitted to enter the disposal system. Stormwater run-off shall be prevented from entering the trench bed system area. We suggest an open earth vee-drain be constructed to 100mm depth along the high sides of this area or other approved method as approved by the Design Engineer.
5. Vehicles or heavy equipment shall not be permitted on the disposal field as damage to the disposal system may result.
6. Spikes, tent pegs, garden stakes etc. shall not be driven into the ground in the disposal field as damage to the disposal system may result.



7. An ongoing maintenance program shall be instigated to ensure that the disposal system is properly maintained and works effectively.

## CONCLUSION

Following the Land Capability Assessment on this site it is professional opinion for the proposed cabins on this site, the site is suitable for on-site wastewater disposal utilizing a standard absorption trench bed system which is highly unlikely to cause detriment to the environment.

Adequate maintenance and checking of the proposed system should be established as part of the Council Permit Application approvals process.

Yours faithfully,

**Andrew Powell Assoc.Dip (Civil)**  
**for CHRIS O'BRIEN & COMPANY PTY LTD**

**LAND CAPABILITY ASSESSMENT AND SOIL PERCOLATION TESTING**

Land Features	Land Capability Class Rating					Site Rating
	Very Good(1)	Good(2)	Fair(3)	Poor(4)	Very Poor(5)	

**General Characteristics**

Site Drainage	No visible signs of dampness	Moist soil, but no standing water in soil pit		Visible signs of dampness, such as moisture tolerant plants	Water ponding on surface	<b>1</b>
Runoff	None	Low	Moderate	High, need for diversionary structures	Very high, diversion not practical	<b>2</b>
Flood Levels	Never		<1 in 100	>1 in 100 and <1 in 20	<1 in 20	<b>1</b>
Proximity to watercourses	>60m				<60m	<b>1</b>
Slope%	0-2	2-8	8-12	12-20	>20	<b>3</b>
Landslip	No actual or potential failure		Low potential for failure	High potential for failure	Present or past failure	<b>1</b>
Groundwater (seasonal watertable depth(m))	>5	5-2.5	2.5-2.0	2.0-1.5	<1.5	<b>1</b>
Rock outcrop (% of land surface containing rocks >200mm)	0	<10%	10-20%	20-50%	>50%	<b>1</b>
Erosion potential	No erosion potential	Minor	Moderate	High	Severe erosion potential	<b>1</b>
Exposure	High sun and wind exposure		Moderate	Low sun and wind exposure		<b>1</b>
Landform	Hill crests, convex side slopes and plains		Concave sideslopes and footslopes		Floodplains and incised channels	<b>1</b>
Vegetation type	Turf or pasture				Dense forest with little undergrowth	<b>1</b>
Average Rainfall (mm/year)	<450	450-650	650-750	750-1000	>1000	<b>3</b>
Pan Evaporation (mm/yr)	<1500	1250-1500	1000-1250		<1000	<b>2</b>

**Soil profile characteristics**

Soil permeability category	2 and 3	4		5	1 and 6	<b>1</b>
Profile depth	>2m	1.5m-2m	1.5m-1m	1.0m-0.5m	<0.5m	<b>2</b>
Presence of mottling	None				Extensive	<b>1</b>

Coarse fragments (%)	<10	10-20	20-40	40-60	>60	2
pH	6-8		4.5-6		<4.5, >8	Not measured
Emerson aggregate	4, 6, 8	5	7	2, 3	1	1
Electrical conductivity (Ece)(Ds/m)	<0.3	0.3-0.8	0.8-2	2-4	>4	Not measured
Sodicity ESP%	<3		6-8	8-14	>14	3

### INSTALLATION CONDITIONS

All installations shall comply with the AS/NZS 1547:2012 the, EPA Code of Practice – Septic Tanks 1996, the Victorian Water Supply and Sewerage Plumbing Regulations 1986 and AS 3500 National Plumbing and Drainage Code.

No septic tank or sand filter shall be installed closer than 1.5m to the foundations of any house, building or the boundary of the allotment.

Inlets and outlets of the septic tank must be baffled to avoid disturbing the contents of the septic tank.

Inspection openings of the septic tank shall be brought up to and permanently marked at surface level. Inspection openings shall be fitted with childproof airtight covers which are capable of being readily removed and replaced by one adult. Access opening covers shall not be cemented or otherwise fixed in position so as to be incapable of being readily removed for inspection purposes.

Food waste disposal units are not recommended for use with septic tank systems. **If used in household situation, a minimum extra allowance of 25% shall be made for additional sludge storage.**

**Spa baths over 200 litre capacity are not to be connected to the primary septic tank but must be taken into account for effluent disposal calculations.**

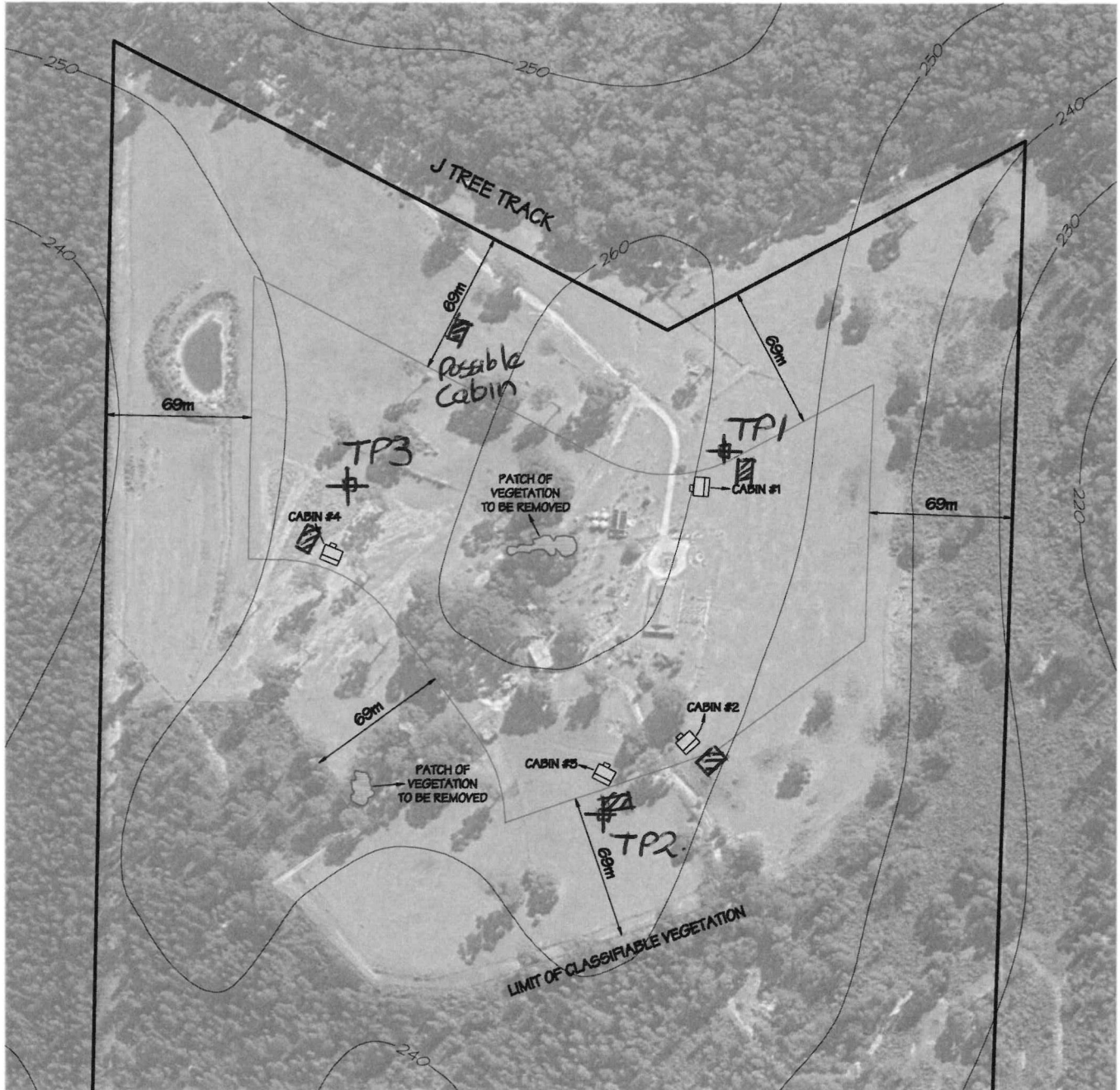


# SITE PLAN

PARISH OF GOOLENGOOK  
SECTION A  
CROWN ALLOTMENT 11 (PART)  
LOT 1 ON PS748246U

LEGEND  
# TP SITE SOUTHERN LOCATION  
Suggested LAA Location.

MGA2020 ZONE 55



**Crowther & Sadler** Pty. Ltd.

LICENSED SURVEYORS & TOWN PLANNERS  
152 MACLEOD STREET, BAIRNSDALE, VIC., 3875  
P. (03) 5162 5011 E. contact@crowthersadler.com.au

142 J TREE TRACK, CLUB TERRACE

SCALE (SHEET SIZE A3)

SURVEYORS REF.

1 : 2000

20931

VERSION 2 - DRAWN 31/10/2024

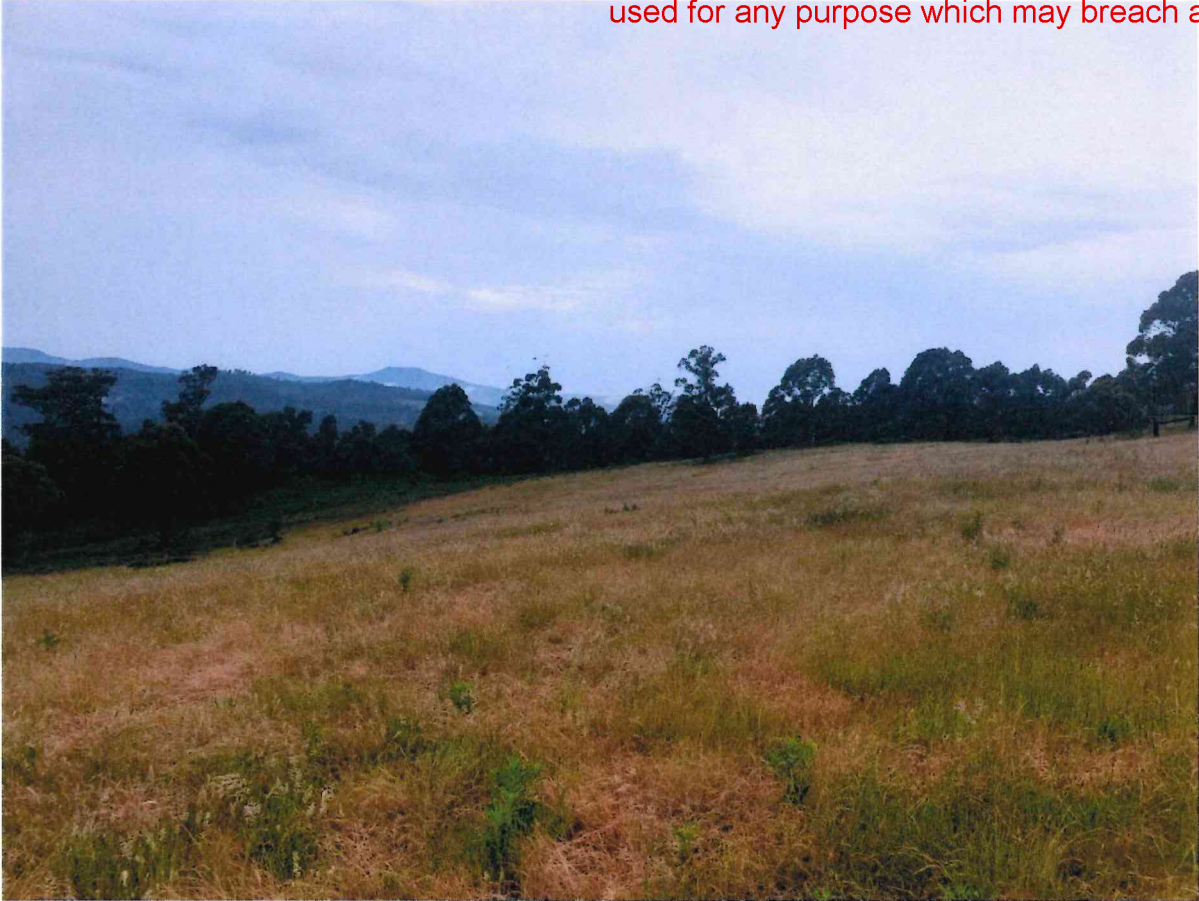
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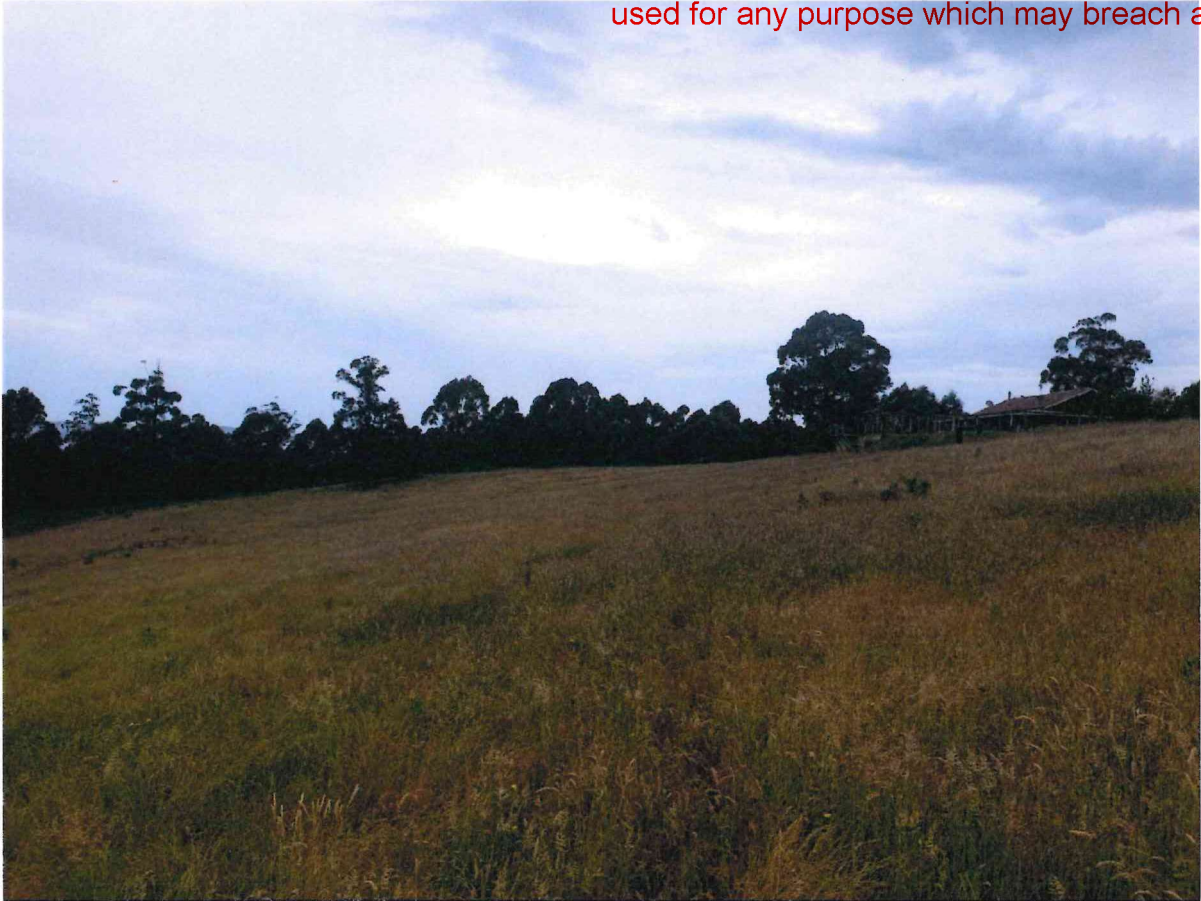
Photos below show the layout of the land.







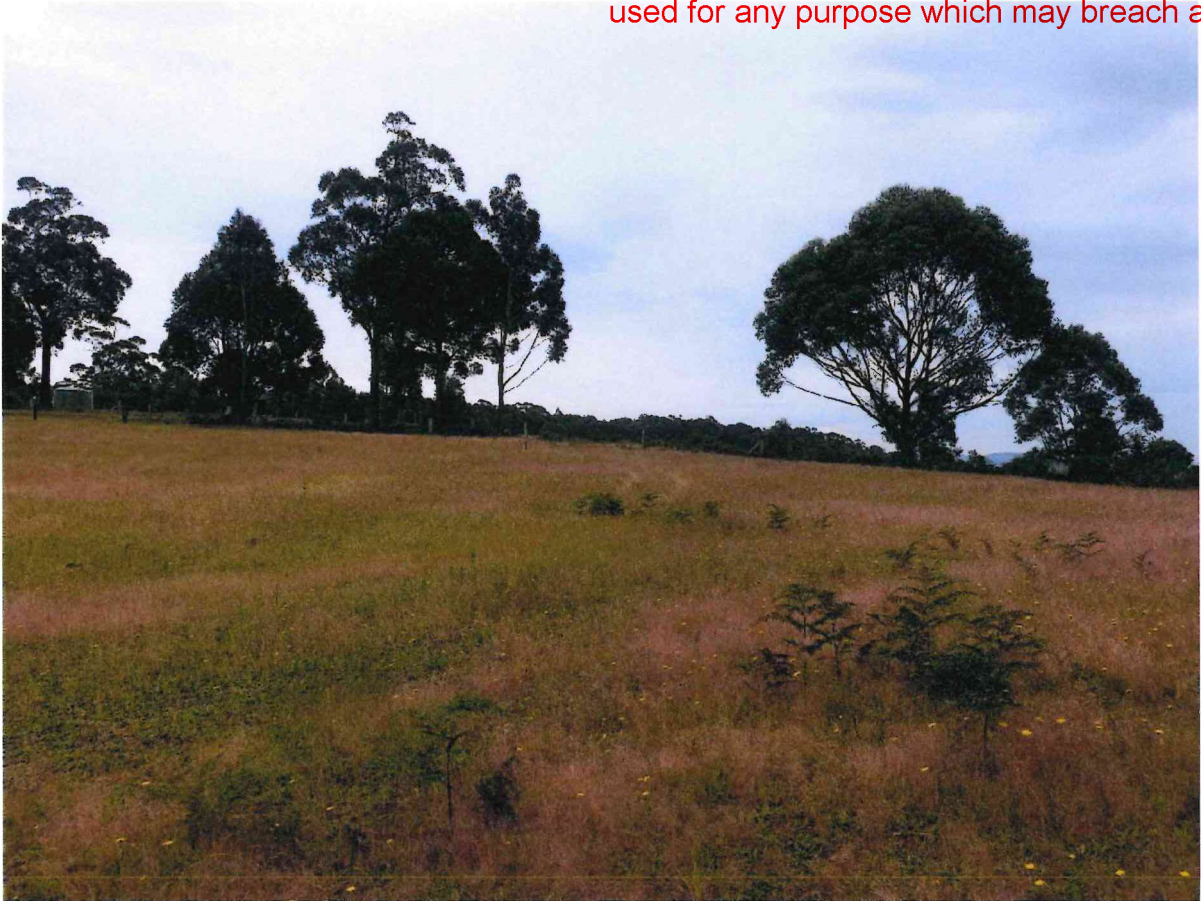












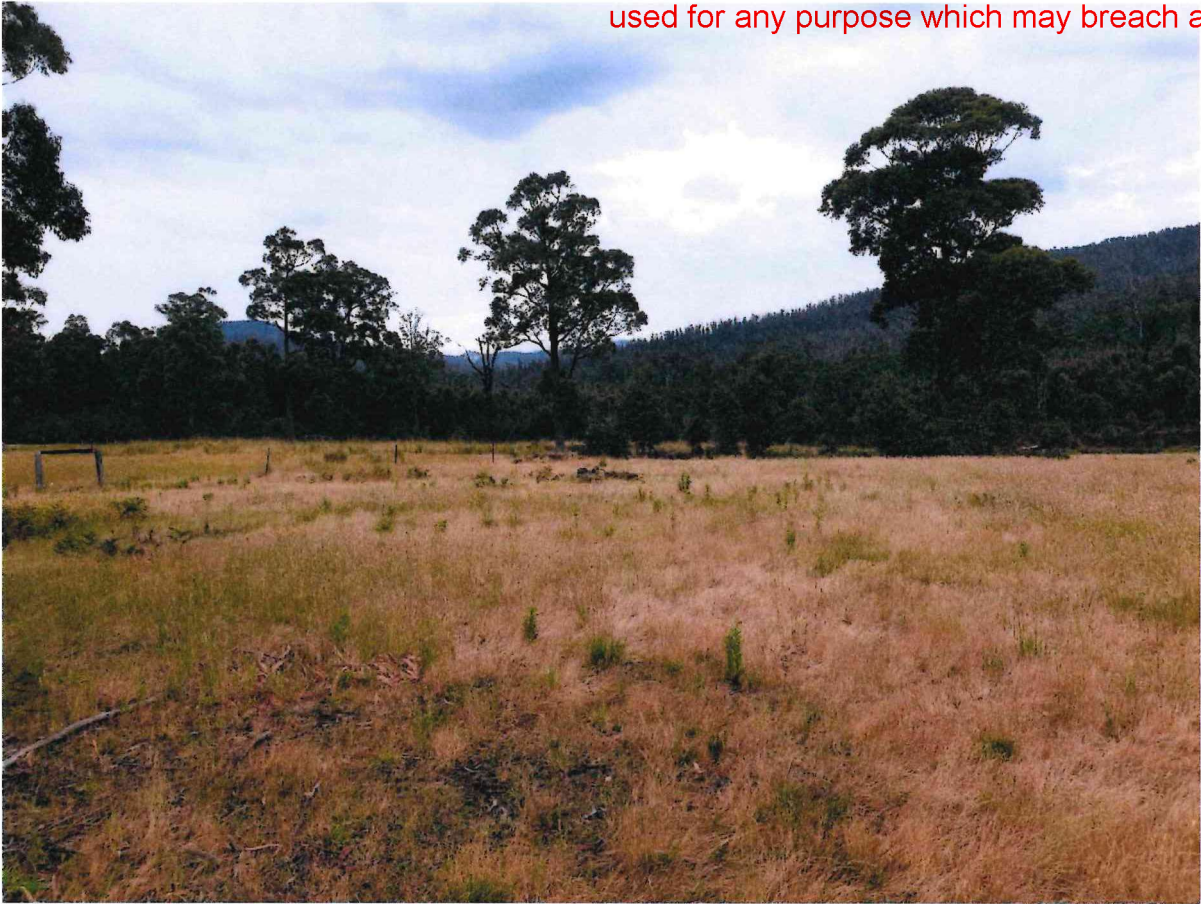


















Photos below show typical soils found on the site. used for any purpose which may breach any copyright.

















## Report of available native vegetation credits

This report lists native vegetation credits available to purchase through the Native Vegetation Credit Register.

This report is **not evidence** that an offset has been secured. An offset is only secured when the units have been purchased and allocated to a permit or other approval and an allocated credit extract is provided by the Native Vegetation Credit Register.

Date and time: 03/07/2025 12:21

Report ID: 30547

### What was searched for?

General offset

General habitat units	Strategic biodiversity value	Large trees	Vicinity (Catchment Management Authority or Municipal district)	
0.038	0.777	0	CMA	East Gippsland

### Details of available native vegetation credits on 03 July 2025 12:21

These sites meet your requirements for general offsets.

Credit Site ID	GHU	LT	CMA	LGA	Land owner	Trader	Fixed price	Broker(s)
BBA-2323	6.019	86	East Gippsland	East Gippsland Shire	Yes	Yes	No	Bio Offsets, Ethos, VegLink
BBA-2843	15.048	850	East Gippsland	East Gippsland Shire	Yes	Yes	No	VegLink
TFN-C1621	1.387	1	East Gippsland	East Gippsland Shire	Yes	Yes	No	TFN
VC_CFL-3720_01	1.876	244	East Gippsland	East Gippsland Shire	Yes	Yes	No	Contact NVOR
VC_CFL-3767_01	19.320	1562	East Gippsland	East Gippsland Shire	Yes	Yes	No	Ethos, VegLink
VC_CFL-3767_01	0.556	0	East Gippsland	East Gippsland Shire	Yes	Yes	Yes	VegLink

These sites meet your requirements using alternative arrangements for general offsets.

Credit Site ID	GHU	LT	CMA	LGA	Land owner	Trader	Fixed price	Broker(s)
----------------	-----	----	-----	-----	------------	--------	-------------	-----------

There are no sites listed in the Native Vegetation Credit Register that meet your offset requirements when applying the alternative arrangements as listed in section 11.2 of the Guidelines for the removal, destruction or lopping of native vegetation.

**These potential sites are not yet available, land owners may finalise them once a buyer is confirmed.**

Credit Site ID	GHU	LT	CMA	LGA	Land owner	Trader	Fixed price	Broker(s)
VC_CFL-3777_01	14.388	531	East Gippsland	East Gippsland Shire	Yes	Yes	No	Contact NVOR

LT - Large Trees

CMA - Catchment Management Authority

LGA - Municipal District or Local Government Authority

## Next steps

### If applying for approval to remove native vegetation

Attach this report to an application to remove native vegetation as evidence that your offset requirement is currently available.

### If you have approval to remove native vegetation

Below are the contact details for all brokers. Contact the broker(s) listed for the credit site(s) that meet your offset requirements. These are shown in the above tables. If more than one broker or site is listed, you should get more than one quote before deciding which offset to secure.

## Broker contact details

Broker Abbreviation	Broker Name	Phone	Email	Website
	Fully traded			
Abezco	Abzeco Pty. Ltd.	(03) 9431 5444	offsets@abzeco.com.au	www.abzeco.com.au
Baw Baw SC	Baw Baw Shire Council	(03) 5624 2411	bawbaw@bawbawshire.vic.gov.au	www.bawbawshire.vic.gov.au
Bio Offsets	Biodiversity Offsets Victoria	0452 161 013	info@offsetsvictoria.com.au	www.offsetsvictoria.com.au
Contact NVOR	Native Vegetation Offset Register	136 186	nativevegetation.offsetregister@deeca.vic.gov.au	www.environment.vic.gov.au/native-vegetation
Ecocentric	Ecocentric Environmental Consulting	0410 564 139	ecocentric@me.com	Not available
Ethos	Ethos NRM Pty Ltd	(03) 5153 0037	offsets@ethosnrm.com.au	www.ethosnrm.com.au
IDES	Indigenous Design Environmental Services Pty Ltd	(03) 9437 0555		www.idecological.com.au
Nillumbik SC	Nillumbik Shire Council	(03) 9433 3316	offsets@nillumbik.vic.gov.au	www.nillumbik.vic.gov.au
TFN	Trust for Nature	8631 5888	offsets@tfn.org.au	www.trustfornature.org.au
VegLink	Vegetation Link Pty Ltd	(03) 8578 4250 or 1300 834 546	offsets@vegetationlink.com.au	www.vegetationlink.com.au
Yarra Ranges SC	Yarra Ranges Shire Council	1300 368 333	biodiversityoffsets@yarraranges.vic.gov.au	www.yarraranges.vic.gov.au

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For more information contact the DEECA Customer Service Centre 136 186 or the Native Vegetation Credit Register at [nativevegetation.offsetregister@delwp.vic.gov.au](mailto:nativevegetation.offsetregister@delwp.vic.gov.au)

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# Native Vegetation Removal Report

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NVRR ID: 319\_20250625\_N2Y

This report provides information to support an application to remove, destroy or lop native vegetation in accordance with the [Guidelines for the removal, destruction or lopping of native vegetation](#) (the Guidelines). This report is **not an assessment by DEECA** of the proposed native vegetation removal. Offset requirements have been calculated using modelled condition scores.

## Report details

**Date created:** 25/06/2025

**Local Government Area:** EAST GIPPSLAND SHIRE

**Registered Aboriginal Party:**

**Coordinates:** 148.89221, -37.55244

**Address:** 142 J TREE TRACK CLUB TERRACE 3889

## Summary of native vegetation to be removed

Assessment pathway	Basic Assessment Pathway		
<b>Location category</b>	Location 1 The native vegetation extent map indicates that this area is not typically characterised as supporting native vegetation. It does not meet the criteria to be classified as Location Category 2 or 3. The removal of less than 0.5 hectares of native vegetation in this area will not require a Species Offset.		
<b>Total extent including past and proposed removal (ha)</b> <i>Includes endangered EVCs (ha): 0</i>	<b>0.028</b>	<i>Extent of past removal (ha)</i>	0
		<i>Extent of proposed removal - Patches (ha)</i>	0.028
		<i>Extent of proposed removal - Scattered Trees (ha)</i>	0.000
<b>No. Large Trees proposed to be removed</b>	<b>0</b>	<i>No. Large Patch Trees</i>	0
		<i>No. Large Scattered Trees</i>	0
<b>No. Small Scattered Trees</b>	0		

## Offset requirements if approval is granted

Any approval granted will include a condition to secure an offset, before the removal of native vegetation, that meets the following requirements:

General Offset amount <sup>1</sup>	0.038 General Habitat Units
Minimum strategic biodiversity value score <sup>2</sup>	0.777
Large Trees	0
Vicinity	East Gippsland CMA or EAST GIPPSLAND SHIRE LGA

NB: values within tables in this document may not add to the totals shown above due to rounding

The availability of third-party offset credits can be checked using the Native Vegetation Credit Register (NVCR) Search Tool - <https://nvcr.delwp.vic.gov.au>

1. The General Offset amount required is the sum of all General Habitat Units in Appendix 1.

2. Minimum strategic biodiversity value score is 80 per cent of the weighted average score across habitat zones where a General Offset is required.

## Application requirements

Applications to remove, destroy or lop native vegetation must include all the below information. If an appropriate response has not been provided the application is not complete.

### Application Requirement 1 - Native vegetation removal information

If the native vegetation removal is mapped correctly, the information presented in this Native Vegetation Removal Report addresses Application Requirement 1.

### Application Requirement 2 - Topographical and land information

This statement describes the topographical and land features in the vicinity of the proposed works, including the location and extent of any ridges, hilltops, wetlands and waterways, slopes of more than 20% gradient, low-lying areas, saline discharge areas or areas of erosion.

### Application Requirement 3 - Photographs of the native vegetation to be removed

Application Requirement 3 is not addressed in this Native Vegetation Removal Report. All applications must include recent, timestamped photos of each Patch, Large Patch Tree and Scattered Tree which has been mapped in this report.

### Application Requirement 4 - Past removal

If past removal has been considered correctly, the information presented in this Native Vegetation Removal Report addresses Application Requirement 4.

### Application Requirement 5 - Avoid and minimise statement

This statement describes what has been done to avoid and minimise impacts on native vegetation and associated biodiversity values.

### Application Requirement 6 - Property Vegetation Plan

This requirement only applies if an approved Property Vegetation Plan (PVP) applies to the property  
Does a PVP apply to the proposal?

### Application Requirement 7 - Defendable space statement

Where the removal of native vegetation is to create defendable space, this statement:

- Describes the bushfire threat; and



- Describes how other bushfire risk mitigation measures were considered to reduce the amount of native vegetation proposed for removal (this can also be part of the avoid and minimise statement).

This statement is not required if, If the proposed defensible space is within the Bushfire Management Overlay (BMO), and in accordance with the 'Exemption to create defensible space for a dwelling under Clause 44.06 of local planning schemes' in Clause 52.12-5.

### **Application Requirement 8 - Native Vegetation Precinct Plan**

This requirement is only applicable if you are removing native vegetation from within an area covered by Native Vegetation Precinct Plan (NVPP), and the proposed removal is not identified as 'to be removed' within the NVPP.

Does an NVPP apply to the proposal?

### **Application Requirement 9 - Offset statement**

This statement demonstrates that an offset is available and describes how the required offset will be secured. The Applicant's Guide provides information relating to this requirement.

## Next steps

Applications to remove, destroy or lop native vegetation must address all the application requirements specified in the Guidelines. If you wish to remove the mapped native vegetation you are required to apply for approval from the responsible authority (e.g. local Council). This Native vegetation removal report must be submitted with your application and meets most of the application requirements. The following requirements need to be addressed, as applicable.

### **Application Requirement 3 - Photographs of the native vegetation to be removed**

Recent, dated photographs of the native vegetation to be removed **must be provided** with the application. All photographs must be clear, show whether the vegetation is a Patch of native vegetation, Patch Tree or Scattered Tree, and identify any Large Trees. If the area of native vegetation to be removed is large, provide photos that are indicative of the native vegetation.

Ensure photographs are attached to the application. If appropriate photographs have not been provided the application is not complete.

### **Application Requirement 6 - Property Vegetation Plan**

If a PVP is applicable, it must be provided with the application.

## Appendix 1: Description of native vegetation to be removed

General Habitat Units for each zone (Patch, Scattered Tree or Patch Tree) are calculated by the following equation in accordance with the Guidelines

**General Habitat Units = extent without overlap x condition score x general landscape factor x 1.5, where the general landscape factor = 0.5 + (strategic biodiversity value score/2)**

The General Offset amount required is the sum of all General Habitat Units per zone.

### Native vegetation to be removed

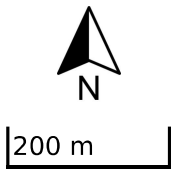
Information provided by or on behalf of the applicant			Information calculated by NVR Map							
Zone	Type	DBH (cm)	EVC code (modelled)	Bioregional conservation status	Large Tree(s)	Condition score (modelled)	Polygon extent (ha)	Extent without overlap (ha)	SBV score	General Habitat Units
1	Patch	-	EGL_0016	Least Concern	-	0.900	0.016	0.016	0.980	0.021
2	Patch	-	EGL_0016	Least Concern	-	0.890	0.013	0.013	0.960	0.017

# Appendix 2: Images of mapped native vegetation

## 1. Property in context



- Proposed Removal
- Property Boundaries

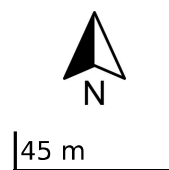




## 2. Aerial photograph showing mapped native vegetation



Proposed Removal



### 3. Location Risk Map



Proposed Removal

Location 1

Location 2

Location 3

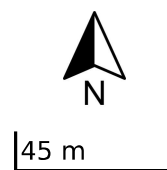
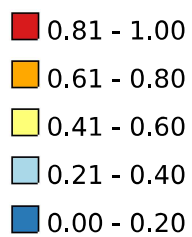


45 m

#### 4. Strategic Biodiversity Value Score Map



Proposed Removal



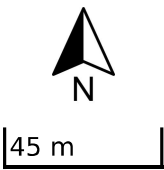


5. Condition Score Map



Proposed Removal

- 0.81 - 1.00
- 0.61 - 0.80
- 0.41 - 0.60
- 0.21 - 0.40
- 0.00 - 0.20





## 6. Endangered EVCs

Not Applicable

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## **Bushfire Management Statement and 13.02-1S Assessment**

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**142 J Tree Track, Club  
Terrace.**

**July 2023**



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*Where the term “**Bushfire prevention and mitigation related activities**” (or words to that effect) are used, this is to be defined as the clearance of vegetation in accordance with the Victorian State Government guidelines, including clearing and maintenance of existing fire breaks and/or fire access for fire fighters under electricity pylons and properties that have been constructed to Australian Standard AS3959 and/or the National Construction Code.*

## Introduction

This report has been developed to meet the requirements of the Bushfire Management Overlay as outlined within the Victorian Planning Provisions. The site located at 142 J Tree Track, Club Terrace is within the Bushfire Management Overlay. This report outlines the required treatments to enable compliance with the Bushfire Management Overlay.

The proposal is to construct two cabins near an existing dwelling on the property.

The report has been developed following extensive assessment of the landscape and local bushfire risk along with access, egress and topography.

The report addresses the following provisions of the Victorian Planning Scheme:

**Clause 13.02-1S** – Bushfire Planning

**Clause 44.06-3** – Bushfire Hazard Site Assessment, Bushfire Hazard Landscape Assessment and Bushfire Management Statement.

To ensure sufficient information is provided to both CFA and Council to enable a detailed understanding of bushfire risk, a Pathway 2 report has been developed along with a Clause 13.02-1S assessment. This report only addresses those parts of the Victorian Planning Provisions that relate to Bushfire.

## Application Details

<b>Municipality:</b>	East Gippsland
<b>Title Description:</b>	Lot 1 PS748246
<b>Overlays:</b>	Bushfire Management Overlay (BMO), Erosion Management Overlay (EMO)
<b>Zoning:</b>	Farming Zone (FZ)

## Site Description

<b>Existing use and siting of buildings and works on and near the land:</b>	<p>The property is located to the west of the Club Terrace township. It is made up of two parcels with the total property size being 108.79 hectares. Apart from the location surrounding the dwelling and the location for the cabins, the property is vegetated.</p> <p>Surrounding the property are large areas of Public Land. There are other private properties in the surrounding landscape but due to the size of these, they are spread out.</p>
<b>Existing access arrangements:</b>	The property is accessible from J Tree Track. The main access and egress option is to travel to Princes Highway and away from the bushfire.
<b>Location of nearest fire hydrant:</b>	There are no street fire hydrants in the local area.



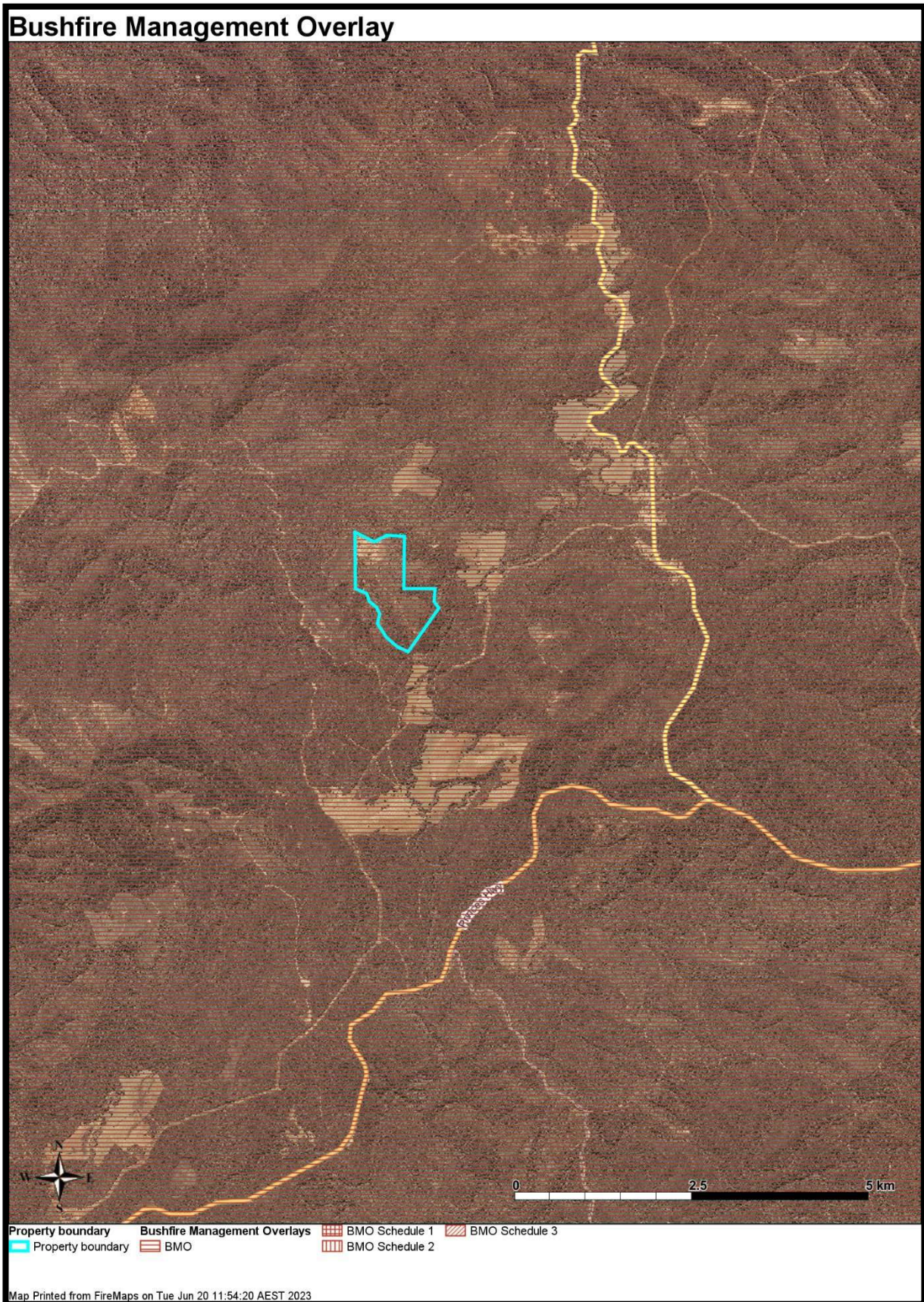


Figure 1 - Overview of the site with the BMO shaded (site boundary shown in blue outline)



### Access and egress

The site is accessible from J Tree Track which connects to Princes Highway. The drive along J Tree Track, Goolengook Road and Club Terrace Loop Road between the property and Princes Highway will take approximately 15 – 20 minutes.

At the intersection of Club Terrace Loop Road and Princes Highway, two options are available to travel either east to Cann River or west to Orbost. This will be influenced by the location of a bushfire in the surrounding landscape. If leaving early before a bushfire starts, travel to the east is the likely safest option to Orbost and then on to Bairnsdale if required.

Travel in any direction for long periods is through forested vegetation and is why the need to leave early is the safest option for any development within this part of Victoria. In recent years the provision of additional roadside vegetation has been implemented that improves the level of safety travelling along the roads, but this will be insufficient to allow people to traverse the roads during bushfires.

Due to the available egress and access options, leaving early before a bushfire starts would be the safest option.

### Topography

The topography on and surrounding the property consists of a variety of slopes. The existing dwelling is on the elevated section of the property. The slope mainly runs down to the Bemm River waterway to the south east.

The topography in the surrounding landscape consists of numerous ridgelines, valleys and gullies that are all vegetated. The landscape is conducive to large and uncontrollable bushfires that will be influenced by the topography. This will result in long distance spotting and elevated bushfire intensities.

### Vegetation

The property is cleared and maintained at the northern end with the remaining areas of the property vegetated. Whilst the vegetation still shows sign of modification due to recent bushfire activity, the regrowth is supporting a return to a forested landscape.

The forested vegetation on the property is very similar to the surrounding landscape with extensive areas within private and public ownership. To the north this extends for more than 50 kilometres.

The presence of other private properties within the Club Terrace area is not sufficient to influence bushfire behaviour.

### Bushfire risk in southeast Australia

The southeast of Australia is one of the most fire prone areas in the world.

The rate a bushfire can spread is a direct result of the weather, fuel hazard (including dryness, quantity and arrangement) and the topography in which the fire is burning. Bushfire fuel is the only one of these three factors that it is possible to modify.

Extreme fire conditions can occur in south-eastern Australia when dry winters and springs are followed by summers where bushfire fuels become very dry.

When these conditions combine, fires can be expected to move quickly under the influence of strong, gusty north westerly winds. These fires can then move rapidly in a different direction when the subsequent south-westerly wind change arrives. Fires that start under these conditions can reach a very high intensity, even in areas of relatively low fuel loads and can be difficult to control until the weather conditions abate.

The height of a bushfire's intensity is directly linked to its destructiveness and the more difficult it is to control. As the intensity increases so does the difficulty of containment and effective suppression. Very high intensity fires with flame heights greater than 10 metres are generally uncontrollable.

Bushfire intensity is a function of the heat content of the fuel, the quantity of fuel and the rate of spread of the bushfire. The heat content of vegetation fuels is roughly constant. It has been found that the quantity and distribution of fine fuels are the main factor influencing bushfire behaviour. Larger fuels burning during a bushfire do not contribute significantly to the spread of a bushfire.

Fine fuels available to a bushfire are fuels such as grass, leaves, dead pine needles and twigs that ignite readily and are consumed rapidly when dry. They are often defined as those dead fuels less than 6mm in thickness. Fine fuel load (measured in tonnes per hectare) has therefore been used as a convenient measure of the underlying bushfire hazard in areas dominated by woody vegetation. The fine fuel load at any given time is a balance between the rate of fuel build up, and factors that remove fuel such as litter decomposition and fire. In the absence of fire, fuel loads in forests and woodlands with a shrubby or heathy understorey build up to a quasi-equilibrium state where the rate of fuel production equals the rate of decomposition. The maximum levels vary for different vegetation types and for the same vegetation types in different locations.

It has been found that fuel structure is possibly more important than the total fine fuel load in determining bushfire behaviour. Fuels in forests, woodlands and shrublands can be categorised into four layers with differing effects on fire behaviour (Hines, et al., 2010). These layers are:

Surface fine fuels: leaves, bark, small twigs and other fine fuel lying on the ground. These fuels provide the horizontal continuity that allows a bushfire to spread

Near surface fine fuels: grasses, low shrubs, bracken etc. up to about .5 m above the ground surface. Fuels in this layer will burn when the surface fuel layer burns and will increase bushfire intensity

Elevated fuels: larger shrubs and small saplings with most of the fuel closer to the top of this layer and a clear gap between them and the surface fuels. These interact with the two-layer fuel layers to further increase bushfire intensity. They also contribute to the vertical continuity of fire that allows fire to 'climb' into the tree canopy

Bark fuels: flammable bark on trees, saplings and large bushes from ground level to the canopy. Loose fibrous bark on string-bark eucalypts, and candle bark on some gums can generate large amounts of burning embers which can start spot fires ahead of the main fire front.

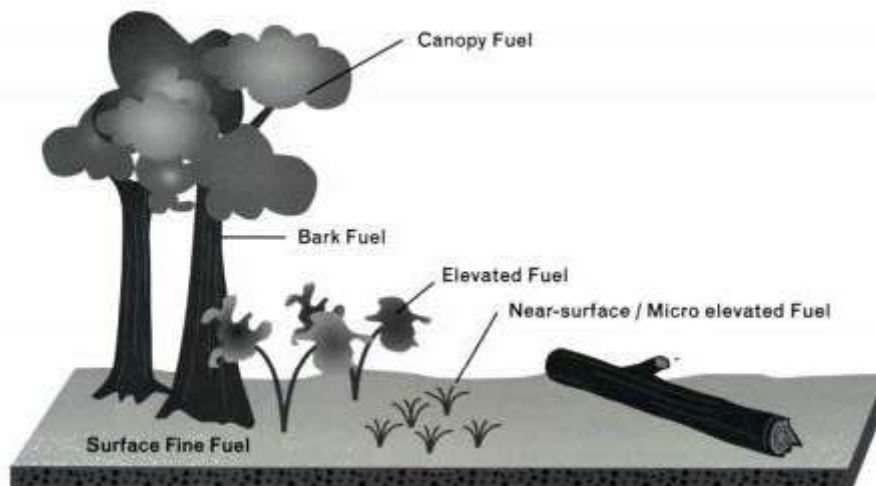


Figure 2 - Overview of fuel structure that affects bushfire behaviour

## Bushfire Hazard Landscape Assessment

The Bushfire Hazard Landscape Assessment is completed to provide an assessment of the bushfire hazard more than 150 metres away from the subject site. This assessment considers all available information to determine the effects of a bushfire from more than 150m from the site.

For this assessment, the landscape risk has been assessed at one kilometre and 10 kilometres.

## Fire History

The available records demonstrate that bushfires have occurred in the past in the surrounding landscape and has impacted on this property during the 2019/20 bushfire season. The existing dwelling survived the bushfire and was not attended during the event.

Due to the property's location, major bushfires have threatened the surrounding area on a number of occasions in the last 20 – 30 years. This is likely to continue into the future. Large bushfires that are able to develop within the Public Land areas, due to the inaccessibility of large areas of the terrain, can burn uncontrollably for day if not weeks.

Due to the surrounding vegetation, there is the potential for bushfires to occur in the future if the conditions are elevated.

Figure 3 shows the bushfire history according to DEECA records.



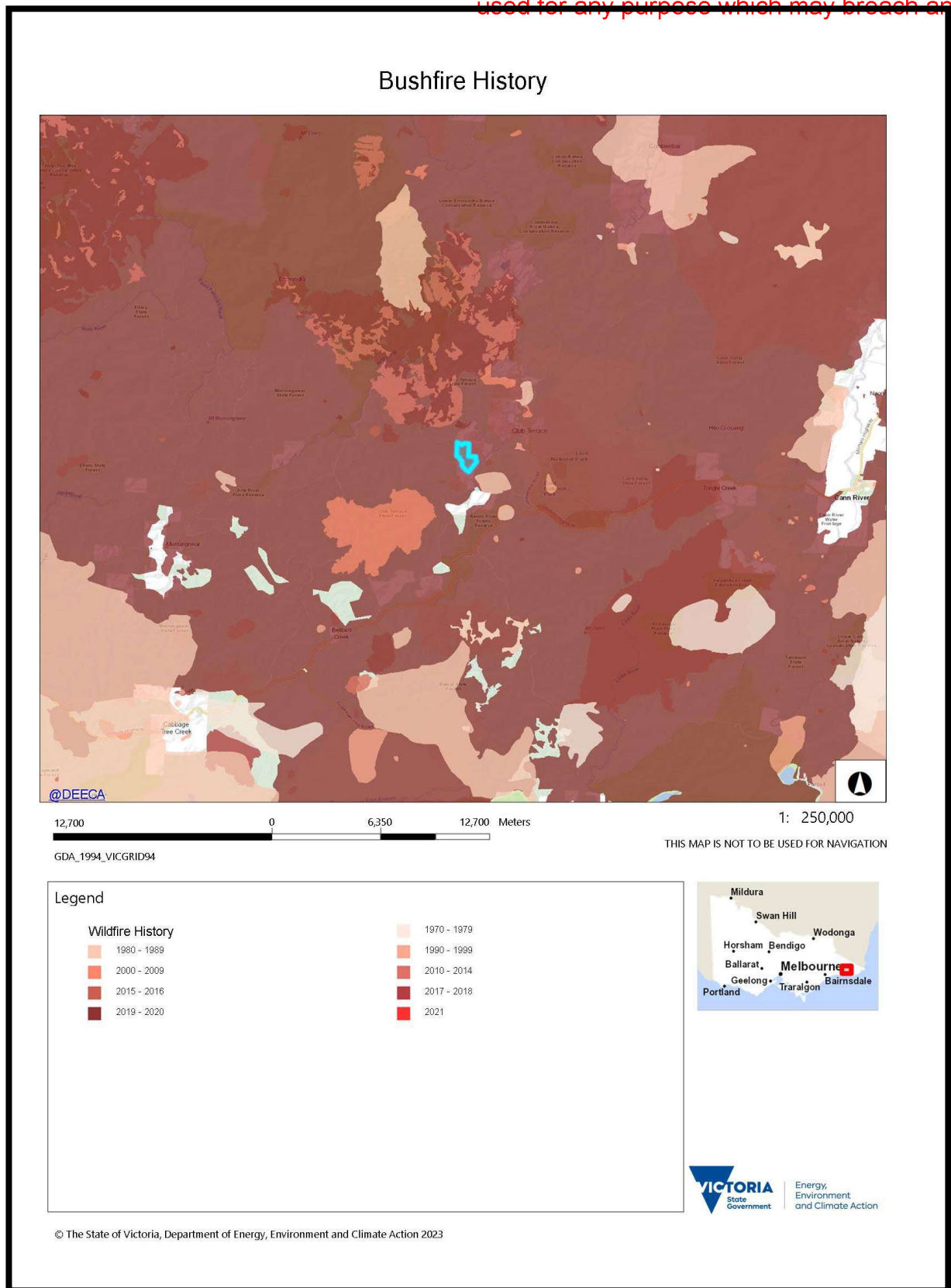


Figure 3 - Bushfire History with the property identified. The shapes represent multiple bushfire events

### Likely Bushfire Scenarios

Figures 4 and 5 indicate the likely scenarios from a bushfire in the surrounding area and how they may impact on the proposed building. This assessment considers all aspects however history shows us that bushfires would be likely to impact on the property from a north westerly direction and then subsequently from a south westerly direction after the wind change. These two fire scenarios cause the greatest amount of damage, including loss of life, in south-eastern Australia during bushfire events.

The following table describes the scenarios that may impact on the building:

*Table 1 - Bushfire scenarios*

Scenario reference	Description
<b>Scenario A</b>	<p>Figure 4 and 5 outlines the potential for a bushfire to approach the property under a north westerly wind influence. The dominant vegetation immediately to the north is forests that are mostly within Public Land Reserves and some private properties.</p> <p>The location of the new cabins is within the cleared areas and is on a slope that runs south east down to Bemm River. They will be shielded from a bushfire approaching from the north west as they are within a cleared area and situated below the ridgeline.</p> <p>Bushfires may spot into the vegetation to the south of the Cabins, but the provided separation distances will reduce the bushfire attack onto the structures.</p> <p>Within this type of landscape, bushfires usually come with a period of notice that enables the site occupants to leave early. Due to the remoteness of the area, most bushfires are caused by lightning strikes.</p>
<b>Scenario B</b>	<p>To the southwest of the property, the landscape is also dominated by forested areas that are mostly within Public Land Reserves with some smaller areas within private properties. The vegetation is continuous with some landscape features. These features include Princes Highway and Bemm River Road. However, due to the vegetation continuity, these will unlikely be effective under elevated fire danger conditions.</p> <p>The likely bushfire behaviour will be similar to Scenario A where the surrounding forested area, topography and landscape conditions will support bushfires to be erratic and uncontrollable.</p> <p>Within the immediate landscape, the cleared areas surrounding the proposed Cabins and the existing dwelling will reduce bushfire behaviour as it impacts on the structures.</p>

In summary, both scenarios are possible with ember attack and low levels of radiant heat from fires starting on the property.

## Landscape type

The determination of the landscape type enables the consideration of other treatments depending on the level of risk. These treatments may include additional construction requirements, vegetation management or other solutions. Note that whilst the determination of a landscape risk level is part of this analysis, the determination of the need for additional treatments will be considered as part of further assessments within this report.

Table 2 -Bushfire landscape assessment

Landscape risk descriptors	
Type 1	<p>There is little vegetation beyond 150 metres of the site (except grasslands and low threat vegetation).</p> <ul style="list-style-type: none"> <li>• Extreme bushfire behaviour is not possible.</li> <li>• The type and extent of vegetation is unlikely to result in neighbourhood-scale destruction of property.</li> <li>• Immediate access is available to a place that provides shelter from bushfire.</li> </ul>
Type 2	<p>The type and extent of vegetation located more than 150 metres from the site may result in neighbourhood-scale destruction as it interacts with the bushfire hazard on and close to a site.</p> <ul style="list-style-type: none"> <li>• Bushfire can only approach from one aspect and the site is located in a suburban, township or urban area managed in a minimum fuel condition.</li> <li>• Access is readily available to a place that provides shelter from bushfire. This will often be the surrounding developed area.</li> </ul>
Type 3	<p>The type and extent of vegetation located more than 150 metres from the site may result in neighbourhood-scale destruction as it interacts with the bushfire hazard on and close to a site.</p> <ul style="list-style-type: none"> <li>• Bushfire can approach from more than one aspect.</li> <li>• The site is located in an area that is not managed in a minimum fuel condition.</li> <li>• Access to an appropriate place that provides shelter from bushfire is not certain</li> </ul>
Type 4	<p>The broader landscape presents an extreme risk.</p> <ul style="list-style-type: none"> <li>• Fires have hours or days to grow and develop before impacting.</li> <li>• Evacuation options are limited or not available.</li> </ul>

In accordance with the Technical Guide, the landscape has been assessed as Type 4. Bushfires have the potential to develop for hours or days in the surrounding landscape before impacting on the property.



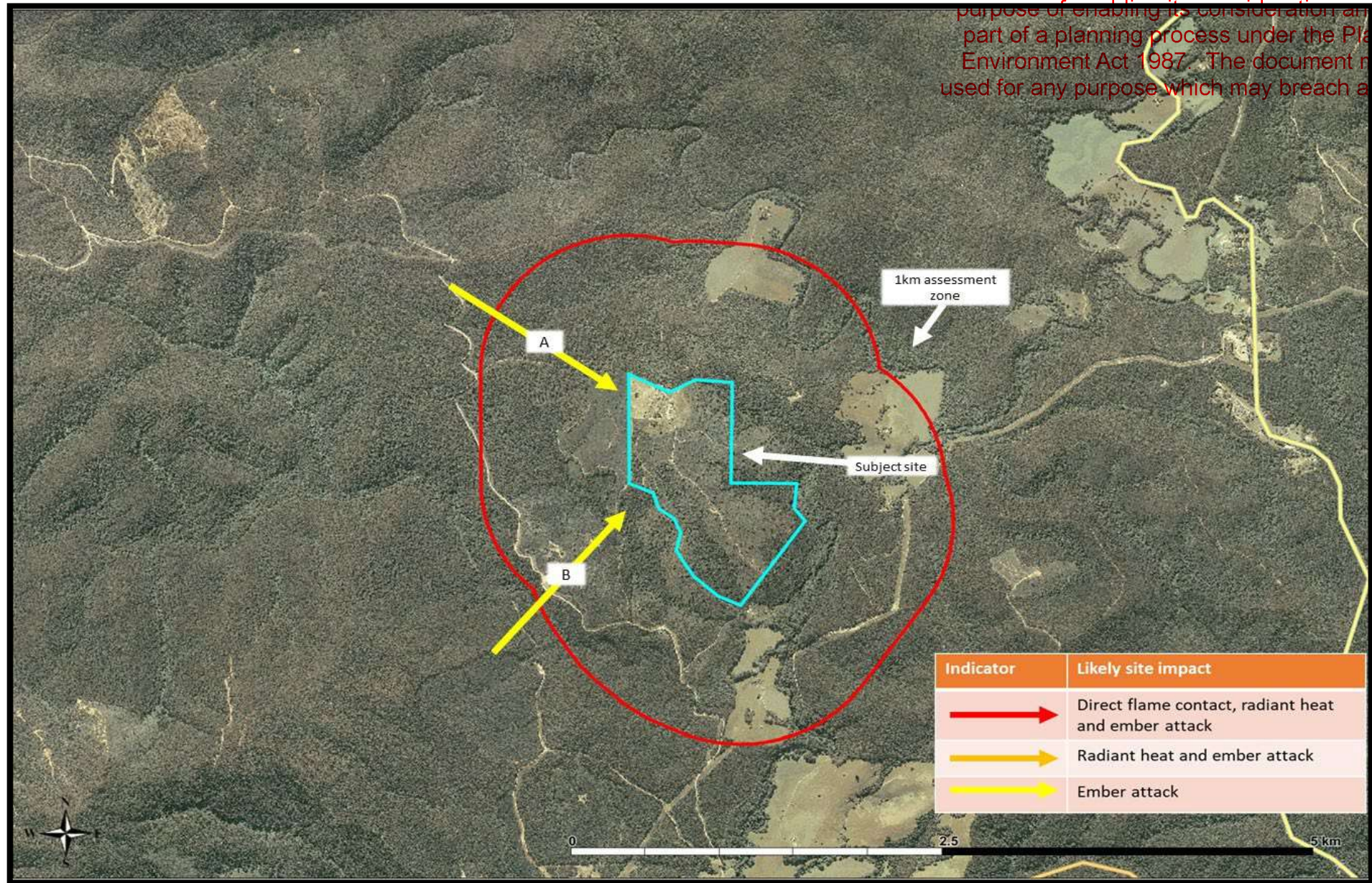


Figure 4 - Aerial photo showing site and identified bushfire attack scenarios (1 kilometre)



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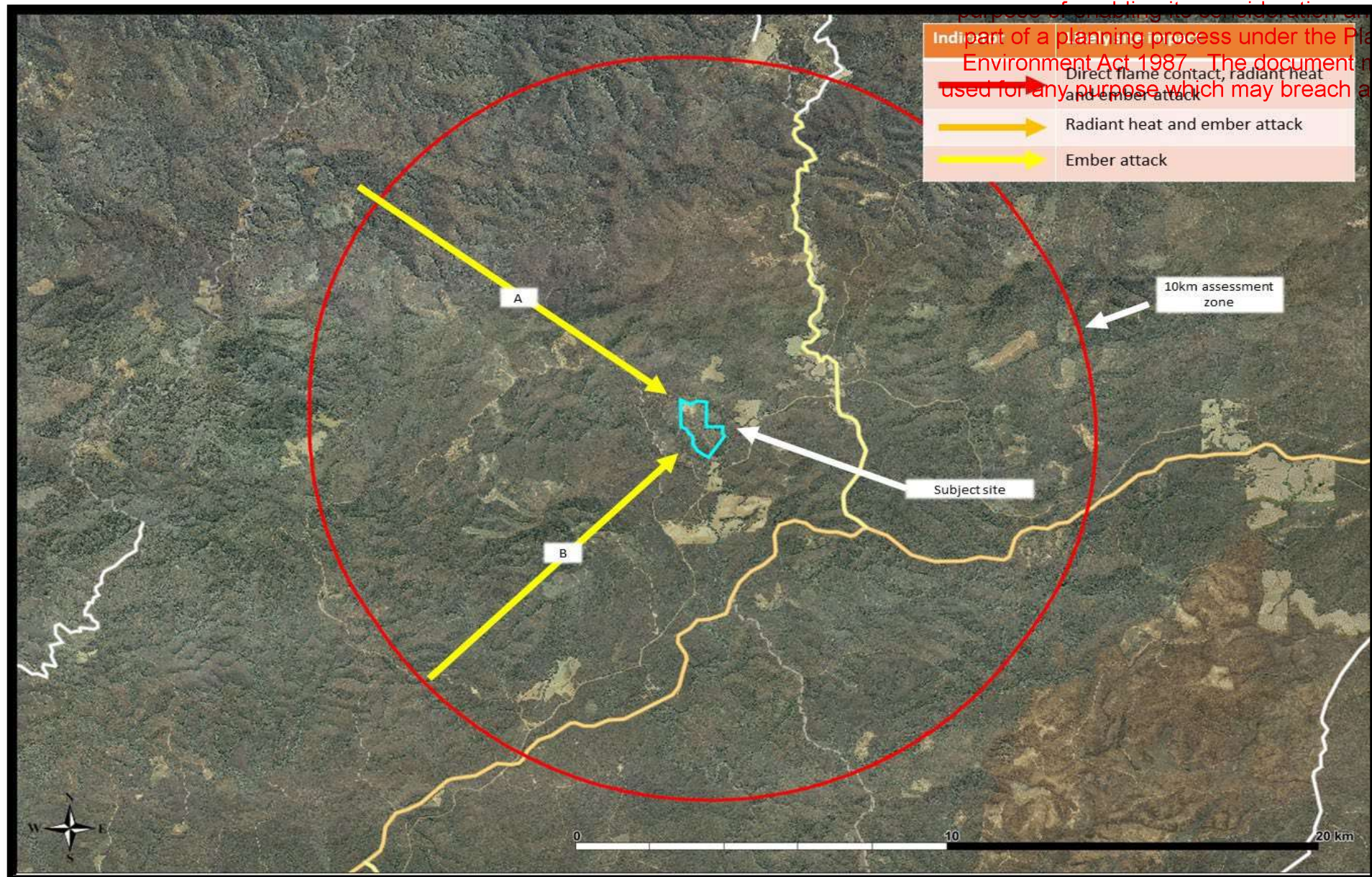


Figure 5 - Aerial photo showing landscape 10 km from site and potential bushfire scenarios



## Clause 13.02 assessment

Clause 13.02 of the Planning Scheme outlines its objective as:

*To strengthen the resilience of settlements and communities to bushfire through risk-based planning that prioritises the protection of human life.*

The analysis against Clause 13.02 is reliant on the information contained within the Bushfire Hazard Landscape Assessment.

The following strategies from Clause 13.02-1S are aimed at ensuring a focus on the protection of life is achieved:

*Table 3 - Clause 13.02 strategy assessment*

Strategy	Response
<b>1</b>	<p>Prioritising the protection of human life over all other policy considerations.</p> <p>Compliance with the Bushfire Management Overlay has ensured that the prioritisation of human life is achieved. For this development, a solution is proposed that achieves the BMO requirements.</p> <p>The design solution includes:</p> <ul style="list-style-type: none"> <li>• The new buildings will be constructed to BAL 29.</li> <li>• Defendable space of 53 metres (BAL19) is provided to each Cabin.</li> <li>• Defendable space will be provided on the property.</li> <li>• Static water supply will be provided at each Cabin.</li> <li>• The access track will be located at least 30 metres from the forest vegetation.</li> <li>• Effective access for firefighters is provided.</li> <li>• A Bushfire Emergency Plan will be established that outlines the requirement to vacate the Cabins on days forecast to be catastrophic.</li> </ul>
<b>2</b>	<p>Directing population growth and development to low risk locations and ensuring the availability of, and safe access to, areas where human life can be better protected from the effects of bushfire.</p> <p>The new buildings are located within an area that is already cleared. The existing dwelling does not have any defendable space requirement to it being constructed prior to the planning controls being introduced. This development will introduce extensive areas of defendable space that will improve the existing situation.</p>
<b>3</b>	<p>Reducing the vulnerability of communities to bushfire through the consideration of bushfire risk in decision making at all stages of the planning process.</p> <p>This report addresses the Bushfire Management Overlay and has considered the bushfire risk and identified treatments based on this risk.</p>

## Bushfire Hazard Site Assessment

The bushfire hazard within 150 metres is outlined within Figure 6 and Table 4.

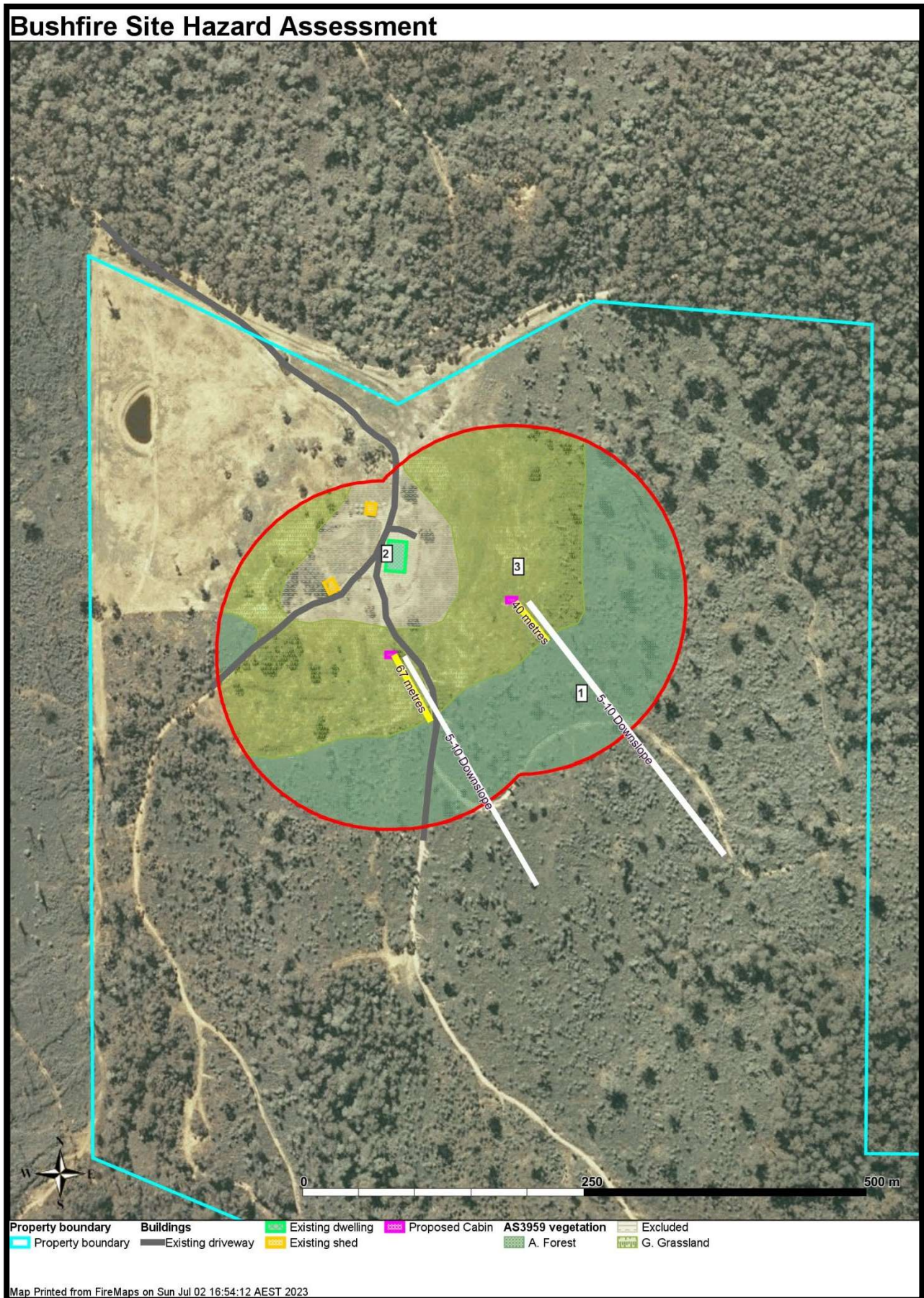


Figure 6 - Bushfire Site Hazard Assessment



Table 4 - Bushfire Site Hazard Assessment vegetation assessment

Plot	Vegetation classification	Slope	Separation distance
1	Class A - Forest	5-10 Downslope	40 metres
2	Excluded	N/A	N/A
3	Class G - Grassland	5-10 Downslope	0 metres

*\*The 150 metre assessment area has been measured from the dwelling.*

The assessment of vegetation has identified three plots within the 150 metre assessment area outlined in Figure 6.

## Bushfire Management Statement

### 53.02-4.1 Landscape, siting and design objectives

- **Development is appropriate having regard to the nature of the bushfire risk arising from the surrounding landscape.**
- **Development is sited to minimise the risk from bushfire.**
- **Development is sited to provide safe access for vehicles, including emergency vehicles.**
- **Building design minimises vulnerability to bushfire attack.**

#### Approved Measure (AM) 2.1 – Landscape

##### Requirement

**The bushfire risk to the development from the landscape beyond the site can be mitigated to an acceptable level.**

The bushfire risk to the development is elevated and is demonstrated through the history, topography and vegetation analysis. The design solution has increased the required defendable space and the construction level in recognition of this elevated risk level.

The most effective risk reduction treatment is the development of a Bushfire Emergency Plan (BEP) that will include as a minimum the need to close the Cabins and require the occupants to leave the site when days are forecast to be a catastrophic Fire Danger Rating. The BEP will also outline what is required to occur when bushfires are burning in the surrounding landscape.

This BMS includes an assessment against Clause 13.02 which has identified the bushfire risk and acknowledges that the risk can be managed through the provision of suitable defendable space, static water supply, Bushfire Emergency Plan and construction requirements.

The design solution including construction to BAL29 and defendable space of 53 metres (BAL19) will be sufficient to offset the bushfire risk.

The landscape bushfire risk has been classified as Type 4<sup>1</sup>.

<b>Has Approved Measure (AM) 2.1 been fully met?</b>	<b>Yes</b> ✓	<b>No</b> <input type="checkbox"/>
--	--------------	------------------------------------

#### Approved measure (AM) 2.2 – Siting

##### Requirement

**A building is sited to ensure the site best achieves the following:**

- **The maximum separation distance between the building and bushfire hazard**

The cabins are being constructed in locations that provide a level of isolation from the existing dwelling and each other and to enable the provision of defendable space within the existing cleared areas.

<sup>1</sup>[https://www.planning.vic.gov.au/\\_data/assets/pdf\\_file/0029/107669/Technical-Guide-Planning-Permit-Applications-Bushfire-Management-Overlay.pdf](https://www.planning.vic.gov.au/_data/assets/pdf_file/0029/107669/Technical-Guide-Planning-Permit-Applications-Bushfire-Management-Overlay.pdf)

The design solution also includes an elevated defensible space requirement and a BEP that requires the Cabins to be vacated when the fire danger rating is forecast to be catastrophic.

- **The building is in close proximity to a public road**

The cabins are accessible from J Tree Track. Access tracks are provided to enable the occupants to travel to the dwelling and then determine the most effective travel away from the site. The location of the cabins away from the public road reduces the radiant heat impact from the forested vegetation to the north of J Tree Track.

- **Access can be provided to the building for emergency service vehicles**

Emergency service vehicles can access the building. The access provisions outlined within the Bushfire Management Overlay can be achieved.

### **Any other comments**

The landscape risk has been assessed and compliance with the Bushfire Management Overlay and the location of the cabins along with the BEP requirement is deemed to be sufficient to manage the risk.

**Has Approved Measure (AM) 2.2 been fully met?** Yes ☒ No ☐

### **Approved Measure (AM) 2.3 – Building design**

#### **Requirement**

**A building is designed to be responsive to the landscape risk and reduce the impact of bushfire on the building.**

The cabins have been designed with a simple profile to limit the potential areas for embers to land and impact on the buildings. The external façade of the building (Colourbond) will achieve greater than BAL29 requirements. The building will be constructed to a minimum of **BAL 29**.

**Has Approved Measure (AM) 2.3 been fully met?** Yes ☒ No ☐

### **53.02-4.2 – Defendable Space and Construction Objectives**

- **Defendable space and building construction mitigate the effect of flame contact, radiant heat and embers on the building.**

### **Approved Measure (AM) 3.1 – Bushfire Construction and Defendable Space**

**A building used for a dwelling (including an extension or alteration to a dwelling), a dependent person's unit, industry, office or retail premises is provided with defendable space in accordance with:**

- **Table 2 Columns A, B, C and Table 6 to Clause 53.02-5 wholly within the title boundaries of the land**

**The building is constructed to the bushfire attack level that corresponds to the bushfire attack level that corresponds to the defendable space provided in accordance with Table 2 to Clause 53.02-5.**

The defendable space distance required for the building is 39 metres from the forest vegetation. Due to the landscape risk, the defendable space has been increased to 53 metres (BAL19). The cabins will be constructed to BAL29 to

provide additional protection. Defendable space will be provided as outlined in the Bushfire Management Plan and in accordance with Table 6 (below). Refer to the Bushfire Management Plan (Appendix 2) for further details.

### **Table 6 of Clause 53.02-5 – Vegetation management requirements**

Defendable space for a distance of 53 metres around the proposed buildings (or to the property boundary, whichever is the lesser distance) must be provided where vegetation (and other flammable materials) will be modified and managed in accordance with the following requirements:

1. Grass must be short cropped and maintained during the declared fire danger period.
2. All leaves and vegetation debris must be removed at regular intervals during the declared fire danger period.
3. Within 10 metres of a building, flammable objects must not be located close to the vulnerable parts of the building.
4. Plants greater than 10 centimetres in height must not be placed within 3 metres of a window or glass feature of the building.
5. Shrubs must not be located under the canopy of trees.
6. Individual and clumps of shrubs must not exceed 5 square metres in area and must be separated by at least 5 metres.
7. Trees must not overhang or touch any elements of the building.
8. The canopy of trees must be separated by at least 5 metres.
9. There must be a clearance of at least 2 metres between the lowest tree branches and ground level.

### **A building is constructed to the bushfire attack level:**

That corresponds to the defendable space provided in accordance with Table 2 to Clause 53.02-5. The building will be constructed to **BAL 29**.

### **Any other comments?**

The cabins will only be occupied when the fire danger is forecast to be less than catastrophic. Therefore, it is likely that the fire danger will be less than the design inputs (FDI100) when the bushfire approaches. The BEP will also outline the considerations required to be followed if a bushfire is threatening the property under less fire danger conditions. This may still see the occupants leaving the property and travelling to a safer location.

<b>Has Approved Measure (AM) 3.1 been fully met?</b>	<b>Yes</b> ✓	<b>No</b> <input type="checkbox"/>
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### **53.02-4.3 – Water Supply and Access Objectives**

- The allotment is serviced by the installation of ground ball street hydrants.
- Vehicle access is designed and constructed to enhance safety in the event of a bushfire.

### **Approved Measure AM 4.1 – Water Supply and Access**

#### **Water Supply Requirement**

The buildings are provided with a static water supply for firefighting and property protection purposes as specified in Table 4 to Clause 53.02-5.

The water supply may be in the same tank as other water supplies provided that a separate outlet is reserved for firefighting water supplies.



Lot Size (m <sup>2</sup> )	Hydrant Available	Capacity (litres)	Fire Authority Fittings & Access Required	Select Response
Less than 500	Not Applicable	2,500	No	<input type="checkbox"/>
500 – 1000*	Yes	5,000	No	<input type="checkbox"/>
500 – 1000	No	10,000	Yes	<input type="checkbox"/>
1001 and above	Not Applicable	10,000	Yes	<input checked="" type="checkbox"/>

Note: a hydrant is available if it is located within 120 metres of the rear of the building

Note: Fittings must be in accordance with the published requirements of the relevant fire authority

<b>Confirm Static Water Supply meets the following requirements</b>	<p>Unless otherwise agreed in writing by the relevant fire authority, the water supply must:</p> <ul style="list-style-type: none"> <li>• Be stored in an above ground water tank constructed of concrete or metal.</li> <li>• Have all fixed above-ground water pipes and fittings required for firefighting purposes made of corrosive resistant metal.</li> <li>• Include a separate outlet for occupant use.</li> </ul> <p>Where a 10,000 litre water supply is required, fire authority fittings and access must be provided as follows:</p> <ul style="list-style-type: none"> <li>• Be readily identifiable from the building or appropriate identification signs to the satisfaction of the relevant fire authority.</li> <li>• Be located within 60 metres of the outer edge of the approved building.</li> <li>• The outlet/s of the water tank must be within 4 metres of the accessway and unobstructed.</li> <li>• Incorporate a separate ball or gate valve (British Standard Pipe (BSP 65 millimetre) and coupling. (64 millimetre CFA 3 thread per inch male fitting).</li> <li>• Any pipework and fittings must be a minimum of 65 millimetres (excluding the CFA coupling).</li> </ul>
---	--

#### Additional Information:

The cabins will be provided with a minimum of 10,000 litre static water supply each. This will be in addition to water supplies required for domestic use. The location of the tanks ensures firefighters can access the water supply.

**Has Approved Measure AM 4.1 (Water Supply) been fully met?**

Yes ☒ No ☐

### Access Requirement

Vehicle access is designed and constructed as specified in Table 5 to Clause 53.02-5.

Column A	Column B
<b>Length of access is less than 30 metres</b>	<input type="checkbox"/> There are no design and construction requirements if fire authority access to water supply is not required under AM 1.3
<b>Length of access is less than 30 metres</b>	✓ Where fire authority access to the water supply is required under AM1.3 fire authority vehicles must be able to get within 4 metres of the water supply outlet
<b>Length of access is greater than 30 metres</b>	<p>The following design and construction requirements apply:</p> <ul style="list-style-type: none"> <li>✓ All weather construction</li> <li>✓ A load limit of at least 15 tonnes</li> <li>✓ Provide a minimum trafficable width of 3.5 metres</li> <li>✓ Be clear of encroachments for at least 0.5 metres on each side and at least 4 metres vertically</li> <li>✓ Curves must have a minimum inner radius of 10 metres</li> <li>✓ The average grade must be no more than 1 in 7 (14.4%) (8.1°) with a maximum grade of no more than 1 in 5 (20%) (11.3°) for no more than 50 metres</li> <li>✓ Dips must have no more than a 1 in 8 (12.5 per cent) (7.1 degrees) entry and exit angle</li> </ul>
<b>Length of access is greater than 100 metres</b>	<p>A turning area for fire fighting vehicles must be provided close to the building by one of the following:</p> <ul style="list-style-type: none"> <li>✓ A turning circle with a minimum radius of eight metres</li> <li>✓ A driveway encircling the dwelling</li> <li>✓ The provision of other vehicle turning heads such as a T head or Y Head – which meet the specification of Austroad Design for an 8.8 metre service vehicle.</li> </ul>
<b>Length of access is greater than 200 metres</b>	<ul style="list-style-type: none"> <li>✓ Passing bays must be provided at least every 200 metres.</li> <li>✓ Passing bays must be a minimum of 20 metres long with a minimum trafficable width of 6 metres.</li> </ul>

### Additional Information:

The building is provided with effective access to the water supply and the property. The access provisions have been measured to the location of the static water supply.

**Has Approved Measure AM 4.1 (Access) been fully met?**

Yes ☒ No ☐

## Conclusion

The construction of the new building on this site can be achieved safely and in accordance with the Bushfire Management Overlay.

Due to the location of the building, the likely bushfire impact will be through embers landing on and around the property and low levels of radiant heat from small fires starting around the building and the forested areas.

The outcome of the landscape assessment has identified the bushfire risk to the property and demonstrates how this can be managed. It is acknowledged that the landscape risk is elevated, and the report outlines how this can be managed.

The design solution including water supply, emergency vehicle access, increased construction requirements, a Bushfire Emergency Plan and defendable space will ensure this design achieves the requirements of the Bushfire Management Overlay and Clause 13.02 of the Planning Scheme.

## Appendix 1 – Bushfire Management Statement

### Construction Standard

The buildings will be designed and constructed to a minimum Bushfire Attack Level of **BAL 29**.

### Defendable Space

Defendable space for a distance of **53 metres** around the proposed buildings (or to the property boundary, whichever is the lesser distance) must be provided where vegetation (and other flammable materials) will be modified and managed in accordance with the following requirements:

- Grass must be short cropped and maintained during the declared fire danger period.
- All leaves and vegetation debris must be removed at regular intervals during the declared fire danger period.
- Within 10 metres of a building, flammable objects must not be located close to the vulnerable parts of the building.
- Plants greater than 10 centimetres in height must not be placed within 3m of a window or glass feature of the building.
- Shrubs must not be located under the canopy of trees.
- Individual and clumps of shrubs must not exceed 5 sq. metres in area and must be separated by at least 5 metres.
- Trees must not overhang or touch any elements of the building.
- The canopy of trees must be separated by at least 5 metres.
- There must be a clearance of at least 2 metres between the lowest tree branches and ground level.

### Water Supply

Unless otherwise agreed in writing by the relevant fire authority, the water supply must:

- Be stored in an above ground water tank constructed of concrete or metal.
- Have all fixed above-ground water pipes and fittings required for firefighting purposes made of corrosive resistant metal.
- Include a separate outlet for occupant use.

Each building will be provided with a 10,000 litre water supply. The fire authority fittings and access must be provided as follows:

- Be readily identifiable from the building or appropriate identification signs to the satisfaction of the relevant fire authority.
- Be located within 60 metres of the outer edge of the approved building.
- The outlet/s of the water tank must be within 4 metres of the accessway and unobstructed.
- Incorporate a separate ball or gate valve (British Standard Pipe (BSP 65 millimetre) and coupling.
- (64 millimetre CFA 3 thread per inch male fitting).
- Any pipework and fittings must be a minimum of 65 millimetres (excluding the CFA coupling).



## Access

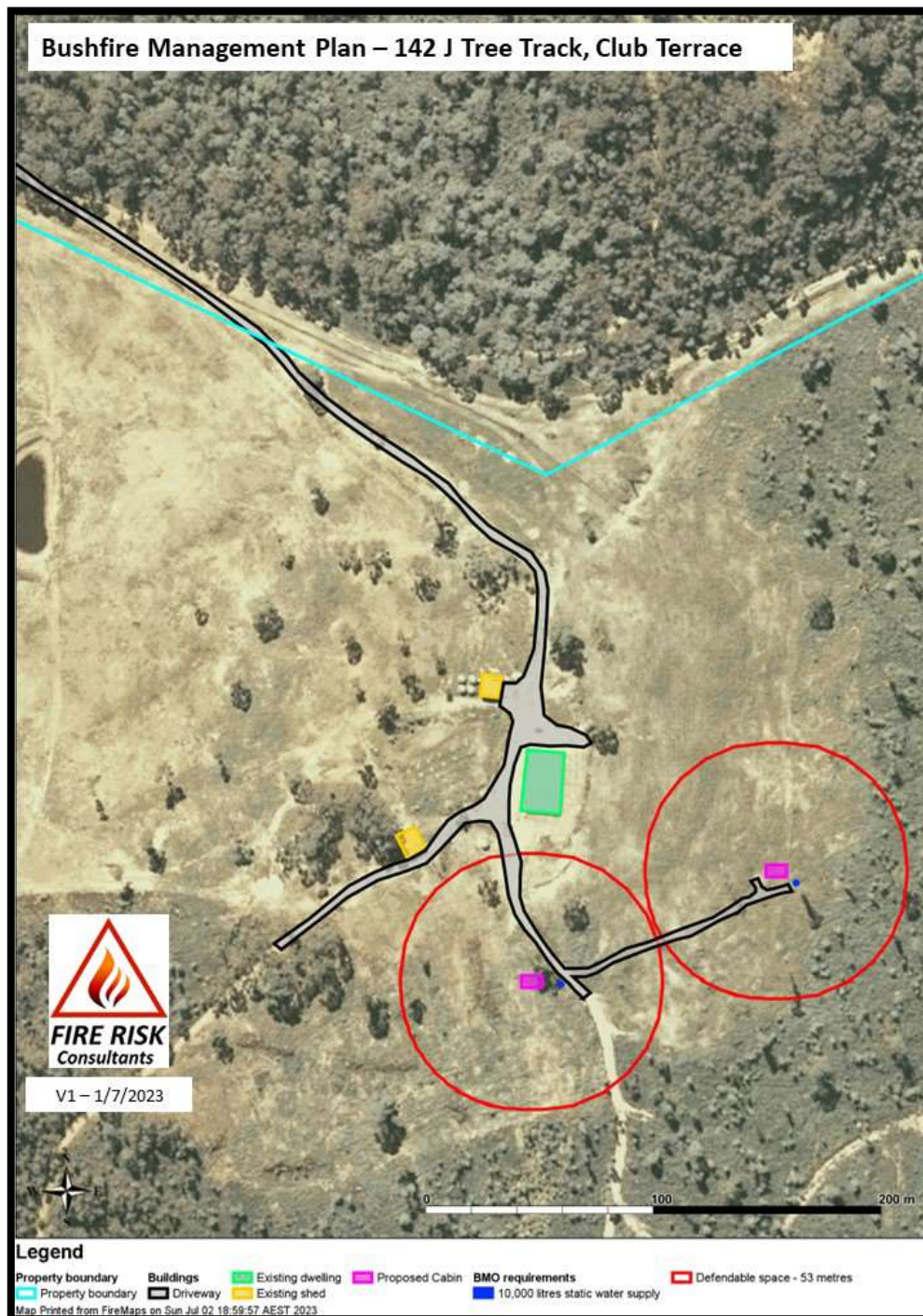
The following design and construction requirements apply:

- All weather construction
- A load limit of at least 15 tonnes
- Provide a minimum trafficable width of 3.5 metres
- Be clear of encroachments for at least 0.5 metres on each side and at least 4 metres vertically
- Curves must have a minimum inner radius of 10 metres
- The average grade must be no more than 1 in 7 (14.4%) (8.1°) with a maximum grade of no more than 1 in 5 (20%) (11.3°) for no more than 50 metres
- Dips must have no more than a 1 in 8 (12.5 per cent) (7.1 degrees) entry and exit angle
- A turning area for fire fighting vehicles must be provided close to the building by one of the following:
  - A turning circle with a minimum radius of eight metres
  - A driveway encircling the dwelling
  - The provision of other vehicle turning heads such as a T head or Y Head – which meet the specification of Austroad Design for an 8.8 metre service vehicle.
- Passing bays must be provided at least every 200 metres.
- Passing bays must be a minimum of 20 metres long with a minimum trafficable width of 6 metres.

## Bushfire Emergency Plan

Prior to the cabins being utilised, a Bushfire Emergency Plan must be developed to the satisfaction of CFA and include the following as a minimum:

- Be developed as per AS3745 and CFA guidelines.
- Require the cabin occupants to leave the property prior to 10am on the morning of a day where the fire danger has been forecast to be catastrophic.
- Outline response procedures for actions to be taken when there are bushfires in the surrounding landscape.



#### Construction standard

The new building will be designed and constructed to a minimum Bushfire Attack Level of BAL 29.

#### Defendable Space

Defendable space for a distance of 53 metres from the property boundary (or the nearest road, whichever is the lesser distance) must be provided where vegetation (and other flammable materials) will be modified and managed in accordance with the following requirements:

- Grass must be short cropped and maintained during the declared fire danger period.
- All leaves and vegetation debris must be removed at regular intervals during the declared fire danger period.
- Within 10 metres of a building, flammable objects must not be located close to the vulnerable parts of the building.
- Plants greater than 10 centimetres in height must not be placed within 3m of a window or glass feature of the building.
- Shrubs must not be located under the canopy of trees.
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- There must be a clearance of at least 2 metres between the lowest tree branches and ground level.

#### Water Supply

Unless otherwise agreed in writing by the relevant fire authority, the water supply must:

- Be stored in an above ground water tank constructed of concrete or metal.
- Have all fixed above-ground water pipes and fittings required for firefighting purposes made of corrosive resistant metal.
- Include a separate outlet for occupant use.

Each building will be provided with a 10,000 litre water supply. The fire authority fittings and access must be provided as follows:

- Be readily identifiable from the building or appropriate identification signs to the satisfaction of the relevant fire authority.
- Be located within 60 metres of the outer edge of the approved building.
- The outlet/s of the water tank must be within 4 metres of the accessway and unobstructed.
- Incorporate a separate ball or gate valve (British Standard Pipe (BSP 65 millimetre) and coupling (64 millimetre CFA 3 thread per inch male fitting).
- Any pipework and fittings must be a minimum of 65 millimetres (excluding the CFA coupling).

#### Access

The following design and construction requirements apply:

- All weather construction
- A load limit of at least 15 tonnes
- Provide a minimum trafficable width of 3.5 metres
- Be clear of encroachments for at least 0.5 metres on each side and at least 4 metres vertically
- Curves must have a minimum inner radius of 10 metres
- The average grade must be no more than 1 in 7 (14.4%) (8.1°) with a maximum grade of no more than 1 in 5 (20%) (11.3°) for no more than 50 metres
- Dips must have no more than a 1 in 8 (12.5 per cent) (7.1 degrees) entry and exit angle
- A turning area for fire fighting vehicles must be provided close to the building by one of the following:
  - A turning circle with a minimum radius of eight metres
  - A driveway encircling the dwelling
  - The provision of other vehicle turning heads such as a T head or Y Head – which meet the specification of Austroad Design for an 8.8 metre service vehicle.
- Passing bays must be provided at least every 200 metres.
- Passing bays must be a minimum of 20 metres long with a minimum trafficable width of 6 metres.

#### Bushfire Emergency Plan

Prior to the cabins being utilised, a Bushfire Emergency Plan must be developed to the satisfaction of CFA and include the following as a minimum:

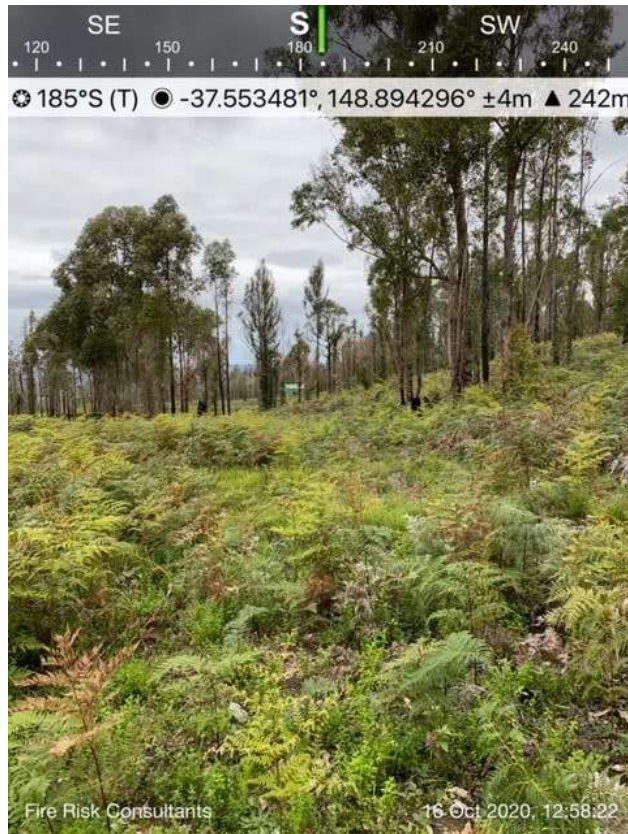
- Be developed as per AS3745 and CFA guidelines.
- Require the cabin occupants to leave the property prior to 10am on the morning of a day where the fire danger has been forecast to be catastrophic.
- Outline response procedures for actions to be taken when there are bushfires in the surrounding landscape.



## Appendix 2 – Photos

1

Typical vegetation on the property. The non treed areas are normally maintained as grassland.





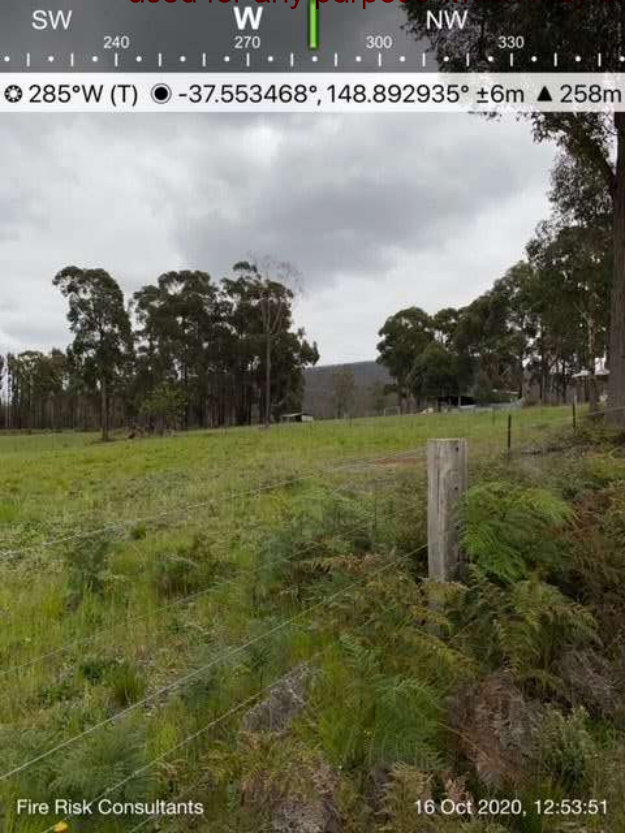

2

Forest tree line in the distance.





<p>3</p> <p>Typical vegetation on the property. The non treed areas are normally maintained as grassland.</p>	 <p>Fire Risk Consultants 16 Oct 2020, 12:58:11</p>
<p>4</p> <p>Existing access track and the dwelling in the distance.</p>	 <p>Fire Risk Consultants 16 Oct 2020, 12:53:56</p>

<p>5</p> <p>Existing cleared areas on the property.</p>	
<p>6</p> <p>Existing cleared areas on the property.</p>	

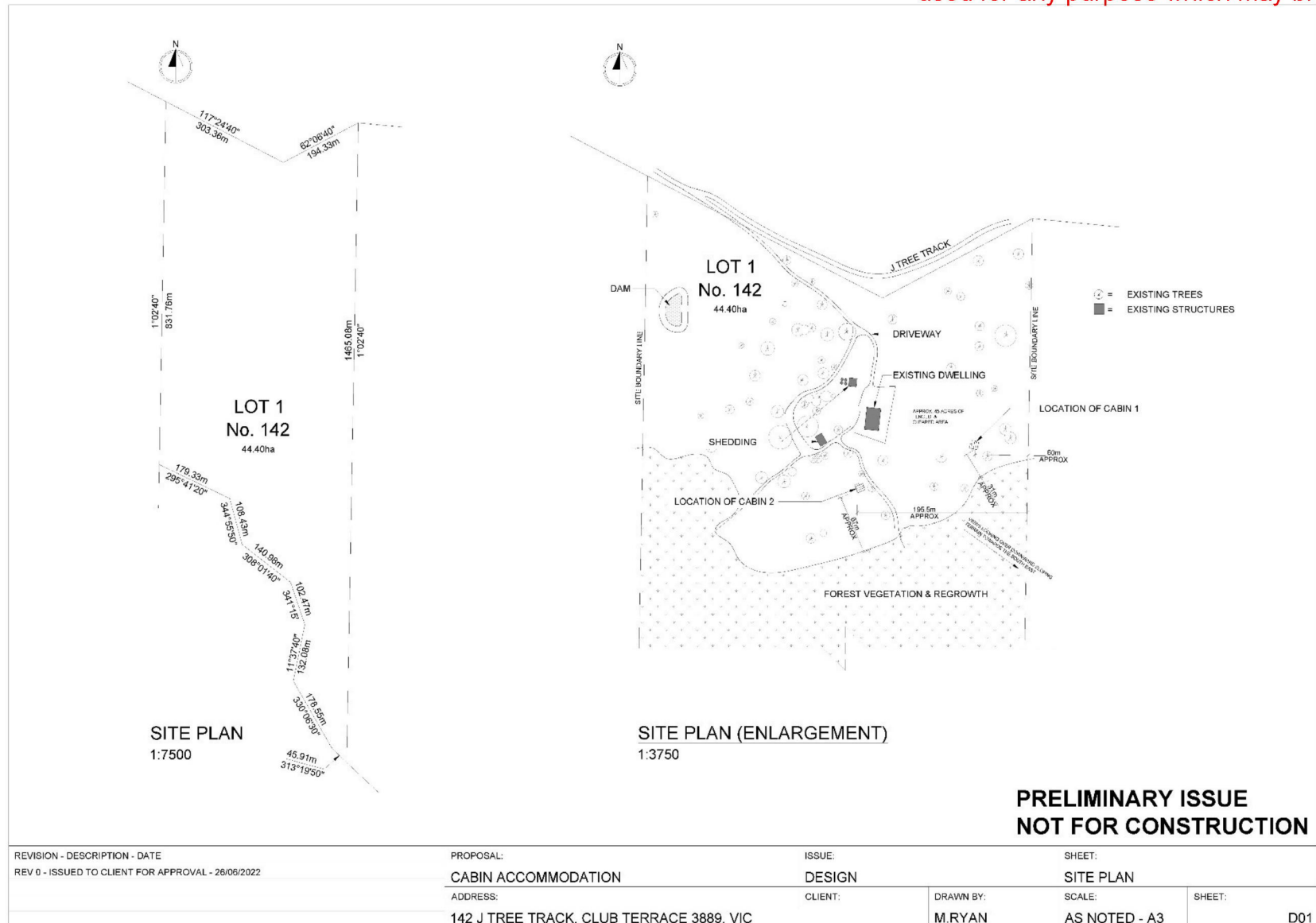


<p>7</p> <p>Existing cleared areas on the property.</p>	
<p>8</p> <p>Typical vegetation on the property.</p>	



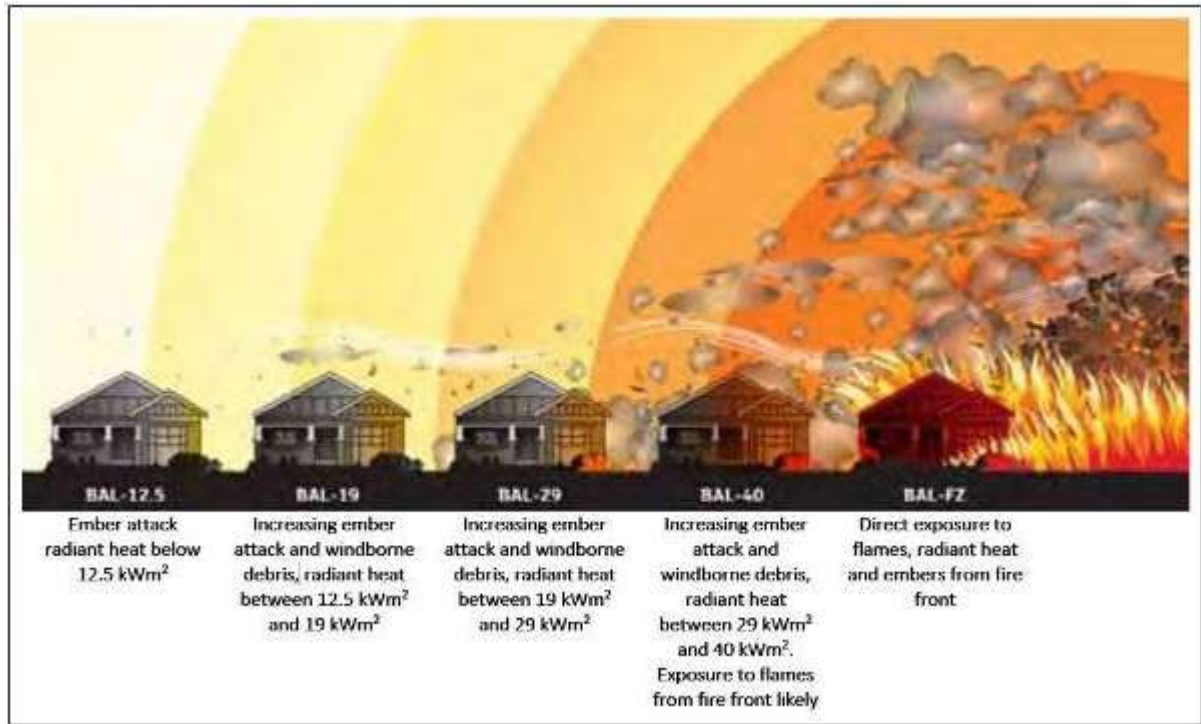
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## Appendix 3 – Provided Plans



## Appendix 4 – BAL levels explained

The following diagram outlines the type of bushfire attack method that may impact on the building. This then indicates the relevant BAL construction level as determined by the Bushfire Management Overlay.



## Appendix 5 – References

1. Francis Hines, Kevin G Tolhurst, Andrew AG Wilson and Gregory J McCarthy 2010, *Overall Fuel Hazard Guide* 4<sup>th</sup> Edition, Department of Sustainability and Environment, 44 pp
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BUSHFIRE EMERGENCY PLAN  
142 J TREE CREEK, CLUB TERRACE

## Bushfire Emergency Plan

142 J Tree Track, Club  
Terrace

February 2025

## Distribution

A copy of the plan has been distributed to:

Name	Position Title	Organisation name	Email address
	Property Owners	Owners	

## Version control

Version	Prepared by	Endorsed by
2024	Graeme Taylor & Mark Potter Fire Risk Consultants Pty Ltd <a href="mailto:mark@fireriskconsultants.com.au">mark@fireriskconsultants.com.au</a>	
V2 (Feb 2025)	Edited by	Graeme Taylor & Mark Potter Fire Risk Consultants Pty Ltd <a href="mailto:mark@fireriskconsultants.com.au">mark@fireriskconsultants.com.au</a>

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# 1 Bushfire Emergency Plan

This Bushfire Emergency Plan (BEP) is aimed at documenting the organisational arrangements, systems, strategies and procedures relating to the response and management of bushfires.

This plan is authorised by the Emergency Planning Committee (EPC).

The plan is focussed on addressing the risk from a bushfire. In summary it provides procedures to be enacted in the event elevated fire danger is forecast or experienced.

It is the responsibility of site management to ensure the BEP is regularly reviewed, exercised and updated as a minimum, annually.

The BEP is a sub plan of the site's Emergency Management Plan.

## 1.1 Plan Review

This plan will be reviewed annually and updated as required. The version control table will be completed annually to demonstrate currency.

All reviews will be completed by the 1<sup>st</sup> of October each year.

The review team will consist of the Emergency Control Organisation representatives. The review process should include the review of any incidents or near misses that may have occurred in the previous 12 months. Learnings should be incorporated into the plan.

## 1.2 Responsible Person

The responsible person for the development, maintenance and exercising of this BEP is Rob Richards.

The responsible person is also accountable for ensuring the Emergency Planning Committee meets annually and reviews this plan.

Important contact numbers for the Site include:

Emergencies	000
Vic Emergency Hotline	1800 226 226
Burn off notification	1800 668 511
Police – non emergency	131 444
CFA – District 11 (Bairnsdale)	(03) 5153 7400
Orbost Regional Health	(03) 5154 6666
Ausnet Services (electricity)	1300 360 795
Ausnet Services (gas)	1300 360 795
CFA – Facebook account	<a href="https://www.facebook.com/cfavic">https://www.facebook.com/cfavic</a>
Emergency Vic App	Available from the App Store
Emergency Management Victoria	<a href="https://www.facebook.com/vicemergency">https://www.facebook.com/vicemergency</a>

## 2 Site Overview

<b>Site name</b>	Bemm Bush Retreat
<b>Site address</b>	142, 135 J Tree Track, Club Terrace
<b>Site description</b>	The property is located to the north of Club Terrace and is surrounded by forested vegetation. The site contains cabins and associated infrastructure. There is a dwelling on the property that is utilised by site management and guests
<b>Key contact person</b>	
<b>After hours contacts</b>	
<b>Number of persons</b>	<p><b>Staff</b> Staff will be available at short notice in the event of an emergency. There will be a staff member on the property when the cabins or house are occupied.</p> <p><b>Visitors</b> The number of visitors can fluctuate with a maximum number of 18 people at any time. Access is managed via the booking system managed by the property owners.</p>
<b>Neighbouring sites</b>	The property is surrounded by forested areas and other large acreage properties.
<b>Bushfire risk assessment/ hazards</b>	<p>The following bushfire related hazards have been identified:</p> <ul style="list-style-type: none"> <li>• Bushfire burning from the north through the Public and private land. Bushfires have the potential to start some distance from the site and travel unimpeded towards the property.</li> <li>• A bushfire burning under a south westerly wind influence through forested areas.</li> <li>• Embers landing on the property.</li> <li>• A bushfire that starts in the immediate surrounding area and threatens the property in a short period of time.</li> </ul> <p>The likely bushfire impact is through embers landing on or around the property and starting new fires. The defendable space and the existing cleared areas on the property may provide a level of safety under lower fire danger conditions.</p>
<b>Fire safety installations</b>	<ul style="list-style-type: none"> <li>• 7 x 10,000 litre tanks of firefighting water are located across the site.</li> <li>• Defendable space around the Cabins, Games Room shed (Refuge site) and house.</li> </ul>
<b>Fire Danger Rating District</b>	East Gippsland
<b>Emergency Management Planning overview</b>	<ul style="list-style-type: none"> <li>• The site will be closed on fire danger days forecast to be Catastrophic.</li> <li>• Early evacuation is the preferred option, ahead of a significant fire weather day or if a fire is reported in the landscape north or south west of the property.</li> <li>• If evacuation is not possible, all guests, staff and management will gather in the steel BAL 29 rated Games Room located 30m north west of the house</li> </ul>
<b>Emergency Control Point location</b>	All emergencies will be managed from the main dwelling. The Chief Warden will be in this location.

### 3 State bushfire arrangements

Within Victoria, there are bushfire management arrangements in place to support the community to respond effectively. There are a number of terms utilised when informing the community of the potential or current bushfire risk. These can be classified as:

Term	Description
<b>Fire Danger Ratings</b>	Fire Danger Ratings provides an indication of how bad a bushfire would be if one started. For up to date Fire Danger Rating predictions visit <a href="https://www.cfa.vic.gov.au/warnings-restrictions/total-fire-bans-and-ratings">https://www.cfa.vic.gov.au/warnings-restrictions/total-fire-bans-and-ratings</a> .  Figure 1 outlines the fire danger ratings within Victoria.  Current Fire Danger Ratings can be accessed at <a href="http://www.bom.gov.au/vic/forecasts/fire-danger-ratings.shtml">http://www.bom.gov.au/vic/forecasts/fire-danger-ratings.shtml</a> .
<b>Total Fire Bans</b>	A Total Fire Ban is declared by CFA on days when fires are likely to spread rapidly and could be difficult to control. There are restrictions on days of Total Fire Ban to prevent fires from starting. Information on the status of a Total Fire Ban can be found at <a href="https://www.cfa.vic.gov.au/warnings-restrictions/total-fire-bans-and-ratings">https://www.cfa.vic.gov.au/warnings-restrictions/total-fire-bans-and-ratings</a> .
<b>Warnings</b>	Warnings provide information on a fire that has started and suggests things to do. For up to date warnings visit <a href="http://emergency.vic.gov.au/respond/">http://emergency.vic.gov.au/respond/</a> .

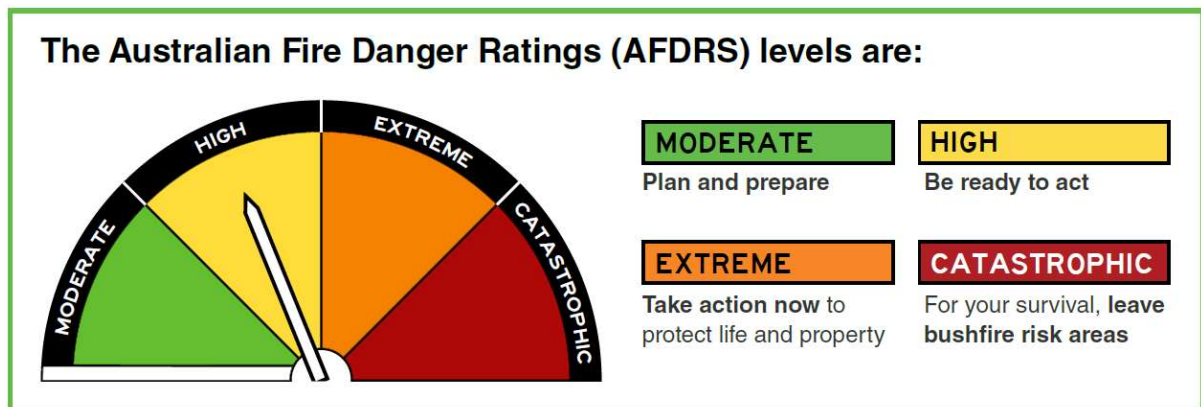


Figure 1 - Fire Danger Ratings within Victoria

### 4 Bushfire Emergency Control Organisation (ECO)

Any emergency requires effective management to ensure the priority is the safety of the staff and visitors. To ensure that the Site can manage emergencies, an ECO is required.

An ECO consists of certain roles to ensure that clear lines of communication are available and that there is a single person leading the response to the emergency.

ECO members have roles before, during and after emergencies and are required to ensure the Chief Warden is informed of the completion or non-completion of each of these tasks.

Based on the type of site and the bushfire risk present, the following ECO structure has been established.



## 4.1 Roles

The Emergency Control Organisation (ECO) structure is based on the level of bushfire risk and the complexity of the site. At all times when the fire danger is forecast for High and above, an Emergency Control Organisation will be established. If the forecast is for Very High or above, the following positions will be appointed and will remain on site during the elevated fire danger and when the site is operating.

Only one person will be appointed as the Chief Warden at any one time.

As the site will be occupied by people who have their own transport, the responsibilities for the Emergency Control Organisation will be mainly providing direction and ensuring that people leave in an orderly manner.

Title	Names	Contact number
<b>Chief Warden</b>	Rob Richards	0428 952 720
<b>Warden</b>	TBA	

It is the responsibility of the Chief Warden to ensure that those people appointed to the above roles are aware of their responsibilities and are available to assist with the management of and response to an emergency. The Chief Warden will also ensure that at least one other person has been inducted into the Chief Warden role.

### 4.1.1 Pre emergency role

Title	Role
<b>Chief Warden</b>	<ul style="list-style-type: none"> <li>Maintain a list of trained Wardens.</li> <li>Conduct induction training for new ECO members so that they are aware of their responsibilities under this plan.</li> <li>Conduct regular exercises.</li> <li>Ensure the Wardens have appropriate identification available.</li> <li>When the fire danger rating is forecast as Very High, Extreme or Catastrophic, ensure all ECO members are aware of their responsibilities. This will be achieved through a brief morning meeting to discuss likely scenarios over the coming 24 hrs.</li> <li>Maintain the Vic Emergency App on their mobile phone and ensure it is set to receive alerts of fires in the local area.</li> <li>Ensure regular contact is made with the local CFA Brigade if there is concern of a bushfire.</li> </ul>
<b>Warden</b>	<ul style="list-style-type: none"> <li>Carry out safety assessments including but not limited to: <ul style="list-style-type: none"> <li>Ensuring rubbish is regularly removed from around the property.</li> <li>Maintaining vegetation around the sites.</li> <li>Ensuring egress routes from the property are maintained.</li> <li>Firefighting equipment is accessible.</li> </ul> </li> <li>Regularly check in with the Chief Warden to gather information on the status of bushfires surrounding the facility.</li> <li>Maintain awareness of increased wind, temperature and/or smoke that may increase the bushfire risk.</li> <li>If a bushfire or plume of smoke is witnessed, immediately notify the Chief Warden.</li> <li>Ensure the Vic Emergency App is installed on their mobile phone and notifications are activated.</li> </ul>

### 4.1.2 Emergency role

Title	Role
<b>Chief Warden</b>	<ul style="list-style-type: none"> <li>Respond and take control.</li> <li>Ascertain the nature of the bushfire emergency and implement appropriate action.</li> <li>Ensure that the emergency services are notified.</li> </ul>

BUSHFIRE EMERGENCY PLAN  
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	<ul style="list-style-type: none"> <li>• Ensure that the Warden is aware of the bushfire emergency.</li> <li>• Determine if the response is to evacuate or shelter in place. Initiate relevant response procedure (see Appendices 3 and 4).</li> <li>• Ensure the warden and visitors are kept fully informed and aware of the emergency.</li> <li>• Ensure the emergency services are aware of the address of the facility, the number of occupants, if shelter in place or evacuation is occurring and any other relevant information.</li> <li>• Brief emergency services personnel upon arrival.</li> <li>• If shelter in place is being undertaken, ensure the Warden is providing appropriate support.</li> </ul>
<b>Warden</b>	<ul style="list-style-type: none"> <li>• Upon being notified of the bushfire emergency, immediately report to the Chief Warden in person or via phone to receive direction.</li> <li>• When notified by the Chief Warden, commence implementing the procedures as they relate to either shelter in place or evacuation.</li> <li>• Upon completion of allocated tasks, inform the Chief Warden.</li> <li>• Maintain control of the area and keep visitors informed of the bushfire emergency.</li> <li>• Ensure the orderly flow of people whilst either evacuating or sheltering in place.</li> <li>• In the event of an evacuation, ensure the vehicles are leaving the site safely.</li> <li>• Ensure that anyone who does not have their own transport is being supported.</li> <li>• Monitor and provide assistance if required.</li> </ul>

#### 4.1.3 Post emergency

Title	Role
<b>Chief Warden</b>	<ul style="list-style-type: none"> <li>• When the emergency has been declared safe by the emergency services, inform the ECO members as required.</li> <li>• If shelter in place was undertaken, facilitate the orderly evacuation of the site. Ensure liaison with emergency services has occurred to advise the safest route from the facility.</li> <li>• If possible, organise a debrief with the ECO members and where appropriate with emergency service organisation representative/s.</li> </ul>
<b>Warden</b>	<ul style="list-style-type: none"> <li>• Seek direction from the Chief Warden.</li> <li>• In the event of shelter in place occurring, support the orderly departure from the facility.</li> <li>• Monitor and provide support if required.</li> <li>• If possible, participate in any post emergency debrief actions.</li> </ul>

## 5 Potential bushfire scenarios

The following bushfire scenarios have been identified. These scenarios are generic in nature and all events that occur within proximity to the facility should be individually assessed as to their potential to impact on the site.

The Chief Warden should have a basic understanding of bushfire awareness to enable the initial assessment of any particular event and ensure that early engagement with arriving emergency services occurs immediately.

Type	Description
Bushfire burning from the south west.	<p>To the southwest of the property, the landscape is a mix of mainly forested areas associated with mainly private and public properties. The likely impact from a bushfire burning under a south westerly wind influence is from embers landing on or near the property and starting new fires providing the defensible space is maintained.</p> <p>A bushfire to the south west of the property will likely impact on the ability to leave the area via J Tree Track and the Club Terrace Loop Road to the Princess Hwy..</p>

A bushfire burning under a north westerly wind influence.	<p>The dominant vegetation to the north of the property for some distance is forests. Bushfires can burn for many days if not weeks prior to approaching this site. Site management will have the opportunity to close the site if a bushfire is burning to the north of the site.</p> <p>The likely impact on this location will be from embers. It would be expected that due to the type of landscape, the type of bushfire behaviour under elevated fire danger conditions would be extreme.</p> <p>If a bushfire was burning to the north west, it is likely there is time to leave the property and travel towards Orbost or Cann River via the Princess Hwy.</p>
Embers landing on the property.	A bushfire burning in the surrounding landscape has the potential to generate embers that can land at the property. If burning embers are landing at the property, it is likely too late to evacuate as the vegetation in the surrounding areas may have already started burning and creating unsafe conditions.

## 6 Bushfire prevention

Bushfire prevention is a key factor in both reducing the potential for bushfires to ignite on the site and to reduce the impact of a bushfire.

Prevention treatments must be managed prior to and during the Fire Danger Period (FDP) as a minimum. The site is encouraged to commence implementing treatments following their own analysis of the bushfire risk that may include the forecast bushfire conditions.

Period	Prevention tasks
Pre Fire Danger Period	<p>As per the BMP, maintain the defendable space in accordance with the following:</p> <ul style="list-style-type: none"> <li>Grass (lawns around house, sheds and Games Room and paddocks) must be short cropped and maintained during the declared fire danger period.</li> <li>All leaves and vegetation debris must be removed at regular intervals during the declared fire danger period.</li> <li>Within 10 metres of a building, flammable objects must not be located close to the vulnerable parts of the building.</li> <li>Plants greater than 10 centimetres in height must not be placed within 3 metres of a window or glass feature of the building.</li> <li>Shrubs must not be located under the canopy of trees.</li> <li>Individual and clumps of shrubs are not permitted.</li> <li>Trees must not overhang or touch any elements of the building.</li> <li>The canopy of trees must be separated by at least 5 metres.</li> <li>There must be a clearance of at least 2 metres between the lowest tree branches and ground level.</li> </ul> <p>If garden beds are installed, where possible, use a non-combustible product on the garden beds instead of mulch.</p> <p>Undertake an assessment of the vegetation quantities on the surrounding properties and if vegetation maintenance is not occurring, notify the Municipal Fire Prevention Officer at East Gippsland Shire Council.</p> <p>Ensure vehicles are not able to park in areas where vegetation can touch hot exhausts.</p>

## Bushfire preparedness

It is important on days of elevated fire danger that preparedness activities increase depending on the risk level.

Appendix 2 outlines the preparedness activities required to be implemented in the lead up to elevated fire risk periods.



## 6.1 Equipment

The site has the following equipment available that is to be maintained and regularly tested during the fire danger period:

- Static water supply for firefighting use
- Single axil trailer with 1000 litre slip on unit and Honda/Davey engine/pump with 20 m fire hose
- 2,200 litre overhead tank (filled via 40mm underground poly pipe from two 5,000 gallon poly tanks) with 80mm hose for rapid filling of 1000 litre slip on unit
- House roof fixed sprinklers supplied by 40mm underground poly pipe from two 5,000 gallon tanks

## 7 Training

The following training should be undertaken on a regular basis or as required:

- Demonstration of use of fire fighting equipment as listed above for the property manager and employees
- During the fire danger period, site users are to be provided access to the emergency procedures. If the site operators are aware of elevated fire danger in the coming days, they should notify the occupants of this.
- Site management are to understand basic bushfire awareness knowledge with particular focus on how bushfires are influenced by weather and how they may impact on the site.

## 8 Bushfire response procedures

In the event of a bushfire, ensure the actions set out in Appendices 3 and 4 are implemented. It is critical that 'primacy of life' is the main focus during any response to a bushfire. If in doubt, always choose the conservative approach that improves the life safety of the staff and visitors.

There are two key response strategies available to the ECO during a bushfire. They are:

### 8.1 Shelter in Place

The shelter in place option is located at the steel clad Games Room (BAL 29 rated). Site management will then inform the occupants of any further relocations. It should be noted that due to the location, the conditions will become smoky, and embers will be landing around the property.

### 8.2 Evacuation

Evacuation is the preferred option providing the ability to safely drive initially to Orbost or Cann River. Site management should familiarise themselves with the location of the bushfire and provide guidance to the occupants in the selection of the safest travel route from the area.

Leaving early is critical to ensuring occupants are not on the property or in the areas where the risk is increased when the bushfire danger becomes elevated.

### 8.3 Decision making information

The following points are to assist the determination of the most effective action during an emergency:

- The location of the bushfire will influence the decision to evacuate.
- A bushfire that is close to the driving route or potentially impacting, will mean that leaving early is the best option.
- An evacuation response is likely to be safe if fires are to the north of the property and not impacting on the forested areas to the north.

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- If a bushfire is burning to the south west of the property, the evacuation of the site will need to be planned with multiple escape routes. This would be via a track to the neighbouring property to Club Terrace and then to the Princess Highway and Cann River.
- Attempts should be made to engage with firefighters to determine when it is likely to be safe to evacuate occupants during an emergency.

## 8.4 When to return information

Due to the variability of the bushfire risk, it is not possible to clearly define a trigger for when staff and guests can return to the site. The following information is provided to assist with making a safe decision:

- Are there any bushfires in the landscape surrounding the property?
- Have the weather conditions, in particular the wind strength, reduced?
- Are the roads leading to the site open?
- Has the temperature reduced following the wind change?
- Has there been any rainfall or predicted rainfall following the wind change?
- Have any neighbours been contacted to gain further information?
- Who is safe to return – just the manger and staff or manager, staff and guests?

## Appendix 1 – Equipment checklist

Position	Equipment	Yes/No
Chief Warden	Torch	
	Reflective vest	
	Notepad and pen	
	Mobile phone	
	Warden contact list	
Warden	Torch	
	Reflective vest	
	Mobile phone	
	Contact list	
	Evacuation bag	




## Appendix 2 – Bushfire preparedness actions

	HIGH	EXTREME	CATASTROPHIC
Before the day	<p>Ensure all equipment is tested and in place.</p> <p>Ensure the vegetation on the property is maintained.</p> <p>Ensure all ECO members are aware of the fire danger and are familiar with the Bushfire Emergency Plan.</p>	<p>Ensure all equipment is tested and in place.</p> <p>Ensure the vegetation on the property is maintained.</p> <p>Ensure all ECO members are aware of the fire danger and are familiar with the Bushfire Emergency Plan.</p>	<p>Close the site and ensure the gate is locked to prevent people from accessing the site preferably the night before or by 6am on the day at the latest.</p> <p>Contact any customers to advise them that the site is closed.</p> <p>Owners to vacate the premises until the fire danger has reduced.</p>
On the day	<p>Monitor the Emergency Vic App regularly and local radio.</p> <p>All ECO members to be aware of the fire danger and to report any fires to the Chief Warden.</p> <p>If a Total Fire Ban has been declared, ensure no fires are lit in the open or allowed to continue to burn.</p>	<p>Monitor the Emergency Vic App regularly and local radio</p> <p>Ensure the site is closed.</p> <p>Only site critical staff (owners) to remain on the property.</p>	<p>Ensure the site is closed and secure by 6am.</p> <p>Owners to vacate the premises until the fire danger has reduced.</p>

## Appendix 3 – Bushfire response actions

	HIGH	EXTREME	CATASTROPHIC
A fire starts within 1 km of the site.	<p>Call 000 to report the fire.</p> <p>Ensure the Chief Warden and Warden are aware of the fire.</p> <p>Chief Warden to position the Warden to see if smoke or flames can be seen.</p> <p>If the fire is upwind of the facility, consider the shelter in place option.</p> <p>If the site is impacted by bushfire, ensure all occupants are at the shelter in place facility.</p> <p>If a bushfire is not upwind of the facility and the roads are open, advise all occupants to leave the facility immediately.</p>	<p>Call 000 to report the fire.</p> <p>Ensure the Chief Warden and Warden are aware of the fire.</p> <p>Chief Warden to position the Warden to see if smoke or flames can be seen.</p> <p>If the fire is upwind of the facility, consider the shelter in place option.</p> <p>If the site is impacted by bushfire, ensure all occupants are at the shelter in place facility.</p> <p>If a bushfire is not upwind of the facility and the roads are open, advise all occupants to leave the facility immediately.</p>	Site closed.
A fire starts between 1 km and 10 km of the site	<p>Call 000 to report the fire.</p> <p>Ensure the Chief Warden and Warden are aware of the fire.</p> <p>Chief Warden to position the Warden to see if smoke or flames can be seen.</p> <p>If the fire is upwind of the facility and it safe to do so, advise all occupants to leave the property.</p> <p>If a bushfire is not upwind of the facility and the roads are open, advise all occupants to leave the facility immediately.</p>	<p>Call 000 to report the fire.</p> <p>Ensure the Chief Warden and Warden are aware of the fire.</p> <p>Chief Warden to position the Warden to see if smoke or flames can be seen.</p> <p>If the fire is upwind of the facility and it safe to do so, advise all occupants to leave the property.</p> <p>If a bushfire is not upwind of the facility and the roads are open, advise all occupants to leave the facility immediately.</p>	Site closed.

## Appendix 4 – Response Procedures

Bushfire	
<b>Actions and Considerations</b> <ul style="list-style-type: none"> <li>• Remain calm.</li> <li>• Call 000 and report the fire.</li> <li>• If substantial fire or smoke present in area, consider evacuating to another location away from the fire and smoke.</li> <li>• If remaining in the shelter in place, ensure all people present have access to water.</li> <li>• If safe to do so:             <ul style="list-style-type: none"> <li>○ Turn off electrical equipment</li> <li>○ Close doors and windows.</li> </ul> </li> </ul>	
<b>Communications</b> <ul style="list-style-type: none"> <li>• Call 000 immediately to report the fire and provide the requested information, do not assume that someone else may have.</li> <li>• The Chief Warden is to immediately notify all ECO members of a fire.</li> <li>• The primary communication method is through the use of mobile phones and private channel radios.</li> </ul>	
<b>Control and coordination</b> <ul style="list-style-type: none"> <li>• The Emergency Control Point for the Chief Warden to respond to in the event of an external fire is the main dwelling.</li> <li>• Prior to the arrival of emergency responders, decide if visitors should remain on the property or evacuate.</li> <li>• In the event of a fire external to the site, the Chief Warden will liaise with emergency responders to ensure an informed decision is made.</li> </ul>	
<b>Response procedures</b> <p><b>ECO members:</b></p> <ul style="list-style-type: none"> <li>• Raise the alarm – use a phone to contact 000.</li> <li>• Remove any persons in immediate danger.</li> <li>• If significant fire or smoke present, monitor the health and wellbeing of the staff and visitors.</li> <li>• Inform the Chief Warden of the emergency.</li> <li>• Follow the Chief Warden's instructions.</li> </ul>	
<p><b>Chief Warden:</b></p> <ul style="list-style-type: none"> <li>• As soon as possible – proceed to Emergency Control Point.</li> <li>• Assess situation or information provided by ECO members to determine course of action.</li> <li>• Communicate to all visitors the emergency and to await further instructions.</li> <li>• Consider evacuation options if the site is under threat.</li> <li>• Coordinate site evacuation – as appropriate.</li> <li>• Confirm emergency services are attending site – Dial 000. Notify emergency services if you are sheltering in place or evacuating.</li> <li>• Confirm all persons on site accounted for – advise emergency services of any unaccounted persons.</li> <li>• Regularly communicate to those on the property about the threat and the planned actions.</li> <li>• Communicate incident safe upon advice of Incident Controller (Emergency Services).</li> <li>• Reinstate all facilities and any equipment used to operational readiness.</li> <li>• Organise and participate in a debrief.</li> </ul>	
<b>Evacuation</b> <p>If the need to evacuate arises either due to a dangerous situation or you are directed to by the Chief Warden or emergency services:</p> <ul style="list-style-type: none"> <li>• Do not self-evacuate, ensure all directions issued by the Chief Warden are followed.</li> <li>• Move safely to the shelter in place area or other area specified by the Chief Warden or emergency services.</li> <li>• Notify the Warden or Chief Warden once you have arrived at the shelter in place area.</li> <li>• Assist other people if required and safe to do so.</li> <li>• Remain at the assembly area until the Chief Warden provides the all-clear to leave.</li> </ul>	



### Disclaimer and Information Statement

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*Where the term “**Bushfire prevention and mitigation related activities**” (or words to that effect) are used, this is to be defined as the clearance of vegetation in accordance with the Victorian State Government guidelines, including clearing and maintenance of existing fire breaks and/or fire access for fire fighters under electricity pylons and properties that have been constructed to Australian Standard AS3959 and/or the National Construction Code.*

## Background to the Bemm Bush Retreat proposal

has a science degree from New England University graduating in 1990 and has spent 40 years in the environmental sector including 20 years working in the outback of far western NSW as an ecologist, educator and researcher where he developed bush comfort and survival skills.

In 2010, after completing studies in conducting Systematic Review of evidence at Bangor University in the UK, instigated the creation of the first Australian centre of the Collaboration for Environmental Evidence (CEE) - the Australian Centre for Evidence Informed Policy and Practice ([www.ceip.org.au](http://www.ceip.org.au)) and became a Trustee Board member of the UK based, international network – the Collaboration for Environmental Evidence (CEE).

In 2013 founded Evidentiary Pty Ltd ([www.evidentiary.com.au](http://www.evidentiary.com.au)), a company that specialises in the use of evidence-based approaches to manage risk in environmental, agricultural and sustainability-based decision making. Evidentiary has provided evidence-based reviews and training for numerous local, State and Federal Government organisations, private organisations and NFPs to assist in forming policies and programs in relevant areas, most recently providing specialist evidence-based expertise for the development of the 2023 Scientific Consensus Statement, a report that is fundamental to the UNESCO status listing of the Great Barrier Reef.

has held an Honorary Appointment as a Professional Associate of the University of Canberra and is a Teaching Associate at Melbourne's Monash University where he has lectured Masters of Environment and Sustainability students since 2017.

From 2015 – 2019 and his team and Monash University researched the global evidence base of studies relating to the mental health and wellbeing benefits associated with being in nature. The findings from this research were so significant that felt compelled to put these into action resulting in the launch of his company's flagship program "*It's Naturally You*" ([www.itsnaturallyyou.com.au](http://www.itsnaturallyyou.com.au)) in 2020.

*It's Naturally You* runs tailored nature-based programs around Melbourne for schools, families, corporate groups, new Australians and seniors (including for Aged Care). Our programs are structured to meet individual and group needs and designed to achieve specific mental wellbeing needs including reduced stress and anxiety, improved mood and self-esteem and confidence.

It is intended that the *Its Naturally You* business operations at J Tree Track (Bemm Bush Retreat) will be used to host small groups (12 to 15 guests at a time) in longer, more immersive nature based experiences using the diversity in the natural landscape to meet individual and group needs. Guest may enjoy a structured program or self-managed activities during their stay. Part of the Bemm Bush Retreat Business Plan to attract research funding and/or organisation(s) to be able to conduct research on the variables that influence the physical and mental wellbeing benefits of nature connection. This is already occurring in several other countries in the world.

It is the goal to make Bemm Bush Retreat a tourist destination for Australian and international guests offering a unique fully off-grid nature-based experience highlighting some of the unique natural landscapes of Gippsland and a leading research and education facility for the human wellbeing benefits of nature connection.