

## NOTICE OF AN APPLICATION FOR PLANNING PERMIT

The land affected by the application is located at:	31 Mittons Road HILLSIDE VIC 3875, 80 Mittons Road HILLSIDE VIC 3875 Lot: 5 PS: 742817, Lot: 4 PS: 742817
The application is for a permit to:	Two Lot Subdivision (Restructure)
A permit is required under the following clauses of the planning scheme:	
Planning Scheme Clause	Matter for which a permit is required
35.03-3 (RLZ)	Subdivide land (restructure)
42.01-2 (ESO)	Subdivide land (restructure)
44.01-5 (EMO)	Subdivide land (restructure)
44.04-3 (LSIO)	Subdivide land (restructure)
The applicant for the permit is:	Crowther & Sadler Pty Ltd
The application reference number is:	5.2025.298.1

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

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

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

**An objection must**

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

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

The Responsible Authority will not decide on the application before:	Subject to the applicant giving notice
--	--

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

## **April McDonald**

**From:** Snapforms Notifications <no-reply@snapforms.com.au>  
**Sent:** Friday, 29 August 2025 11:23 AM  
**To:** Planning Unit Administration  
**Subject:** Planning Permit application  
**Attachments:** 21225 CoT Vol\_11821\_Fol\_812.pdf; 21225 CoT Vol\_11821\_Fol\_813.pdf; 21225 Prop V2.pdf; 21225 Report.pdf; GRA.pdf; Planning\_Permit\_Application\_2025-08-29T11-22-57\_27443471\_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:** 51 52 5011

**Street number:** 31 & 80

**Street name:** Mittons Road

**Town:** Hillside

**Post code:** 3875

**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 :** Agricultural - land management grazing and vegetable growing

**Description of proposal :** Two Lot Subdivision

**Estimated cost of development:** 0

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

**Full copy of Title:** [21225 CoT Vol\\_11821\\_Fol\\_812.pdf](#), [21225 CoT Vol\\_11821\\_Fol\\_813.pdf](#)

**Plans:** [21225 Prop V2.pdf](#)

**Planning report:** [21225 Report.pdf](#)

**ExtraFile:** 1

**1. Supporting information/reports:** [GRA.pdf](#)

**Invoice Payer:** Crowther & Sadler

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

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

**Primary Phone Invoice:** 51 52 5011

**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 3

VOLUME 11821 FOLIO 813

Security no : 124126545657C  
Produced 25/07/2025 12:34 PM

### LAND DESCRIPTION

Lot 5 on Plan of Subdivision 742817J.  
PARENT TITLE Volume 11623 Folio 339  
Created by instrument PS742817J 22/09/2016

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor

### ENCUMBRANCES, CAVEATS AND NOTICES

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AM230148G 06/10/2015

AGREEMENT Section 173 Planning and Environment Act 1987  
AN023491P 17/08/2016

### DIAGRAM LOCATION

SEE PS742817J 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: 31 MITTONS ROAD HILLSIDE (BAIRNSDALE) VIC 3875

### ADMINISTRATIVE NOTICES

NIL

eCT Control  
Effective from

DOCUMENT END



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# PLAN OF SUBDIVISION

## LOCATION OF LAND

**PARISH:** MOORMURNG  
**TOWNSHIP:** \_\_\_\_\_  
**SECTION:** B  
**CROWN ALLOTMENT:** 4 & PART OF 5  
**CROWN PORTION:** \_\_\_\_\_  
**TITLE REFERENCE:** VOL 11623 FOL 339

**LAST PLAN REFERENCE:** LOT B - PS727603Q

**POSTAL ADDRESS:** 80 MITTONS ROAD,  
**(at time of subdivision)** HILLSIDE 3875

**MGA CO-ORDINATES:** E: 550 065 **ZONE:** 55  
**(of approx centre of land in plan)** N: 5812 890 **GDA 94**

Council Name: East Gippsland Shire Council  
 Council Reference Number: PS742817J  
 Planning Permit Reference: 14/2016/P  
 SPEAR Reference Number: S085681T

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 17/08/2016

## VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

## NOTATIONS

### NOTATIONS

**DEPTH LIMITATION** 15 METRES BELOW THE SURFACE

#### SURVEY:

This plan is based on survey.

#### STAGING:

This is not a staged subdivision.  
 Planning Permit No. 14/2016/P

This survey has been connected to permanent marks No(s).

In Proclaimed Survey Area No.

## EASEMENT INFORMATION

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
		SEE SHEET 2		

**Crowther & Sadler** Pty. Ltd.

**LICENSED SURVEYORS & TOWN PLANNERS**  
 152 MACLEOD STREET, BAIRNSDALE, VIC., 3875  
 TELEPHONE (03) 5162 5011

**SURVEYORS FILE REF:** 16189

Digitally signed by: Michael Joseph Sadler (Crowther & Sadler - Crowther & Sadler),  
 Surveyor's Plan Version (4),  
 23/06/2016

**ORIGINAL SHEET**  
**SIZE:** A3

**SHEET 1 OF 5 SHEETS**

**PLAN REGISTERED**  
**TIME:** 4.02pm **DATE:** 22/09/2016  
**J. Beckingham**  
 Assistant Registrar of Titles

Printed 16/09/2025

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PS 742817J

## EASEMENT INFORMATION

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1, E-7, E-10	POWERLINE	SEE DIAG.	C/G VOL 9918 FOL 869	S.E.C.V.
E-2	DRAINAGE	SEE DIAG.	INST. C896358	C/T VOL 5349 FOL 677
E-2	WATER SUPPLY & DRAINAGE	SEE DIAG.	INST. C614442	C/T VOL 1203 FOL 125
E-4, E-6, E-12	POWERLINE	20	PS727603Q - SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000	AUSNET ELECTRICITY SERVICES PTY LTD
E-5, E-6	CARRIAGEWAY	SEE DIAG.	PS727603Q	LOT A ON PS727603Q
E-7, E-9, E-12, E-13, E-14	CARRIAGEWAY	SEE DIAG.	THIS PLAN	LOT 1 ON THIS PLAN
E-8, E-10, E-11	CARRIAGEWAY	SEE DIAG.	THIS PLAN	LOT 2 ON THIS PLAN
E-15	POWERLINE	2	THIS PLAN - SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000	AUSNET ELECTRICITY SERVICES PTY LTD

**Crowther & Sadler** Pty.Ltd.

LICENSED SURVEYORS & TOWN PLANNERS  
152 MACLEOD STREET, BAIRNSDALE, VIC., 3875  
TELEPHONE (03) 5152 5011

SURVEYORS REF  
16189

Digitally signed by: Michael Joseph Sadler (Crowther & Sadler - Crowther & Sadler),  
Surveyor's Plan Version (4),  
23/06/2016

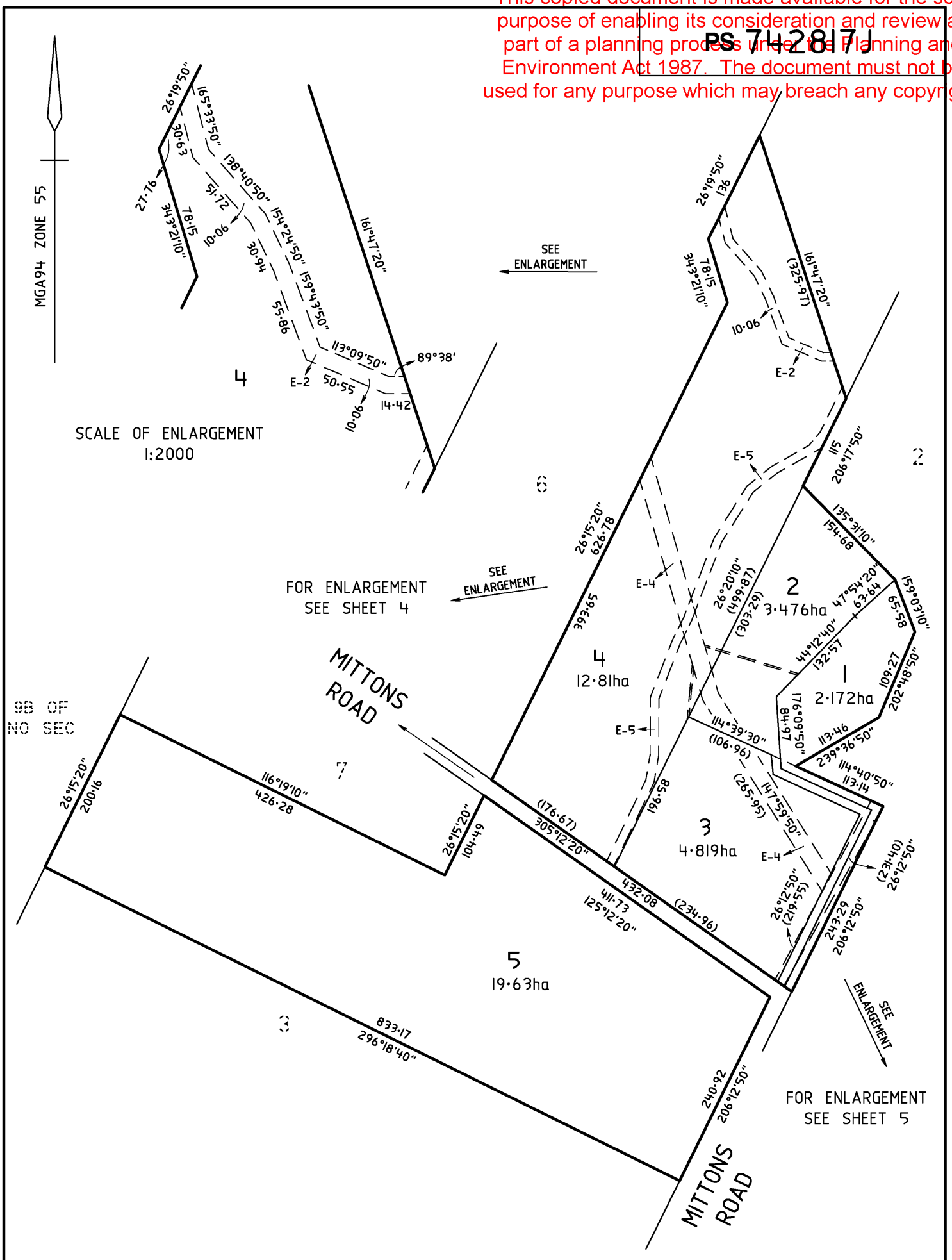
ORIGINAL SHEET  
SIZE: A3

SHEET 2

Digitally signed by:  
East Gippsland Shire Council,  
17/08/2016,  
SPEAR Ref: S08568

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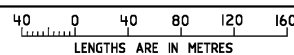


Crowthier & Sadler Pty. Ltd.

**LICENSED SURVEYORS & TOWN PLANNERS**  
152 MACLEOD STREET, BAIRNSDALE, VIC., 3875  
TELEPHONE (03) 5152 5011

SURVEYORS REF
16189

SCALE  
1:4000



ORIGINAL SHEET  
SIZE: A3

SHEET 3

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Surveyor's Plan Version (4),  
23/06/2016

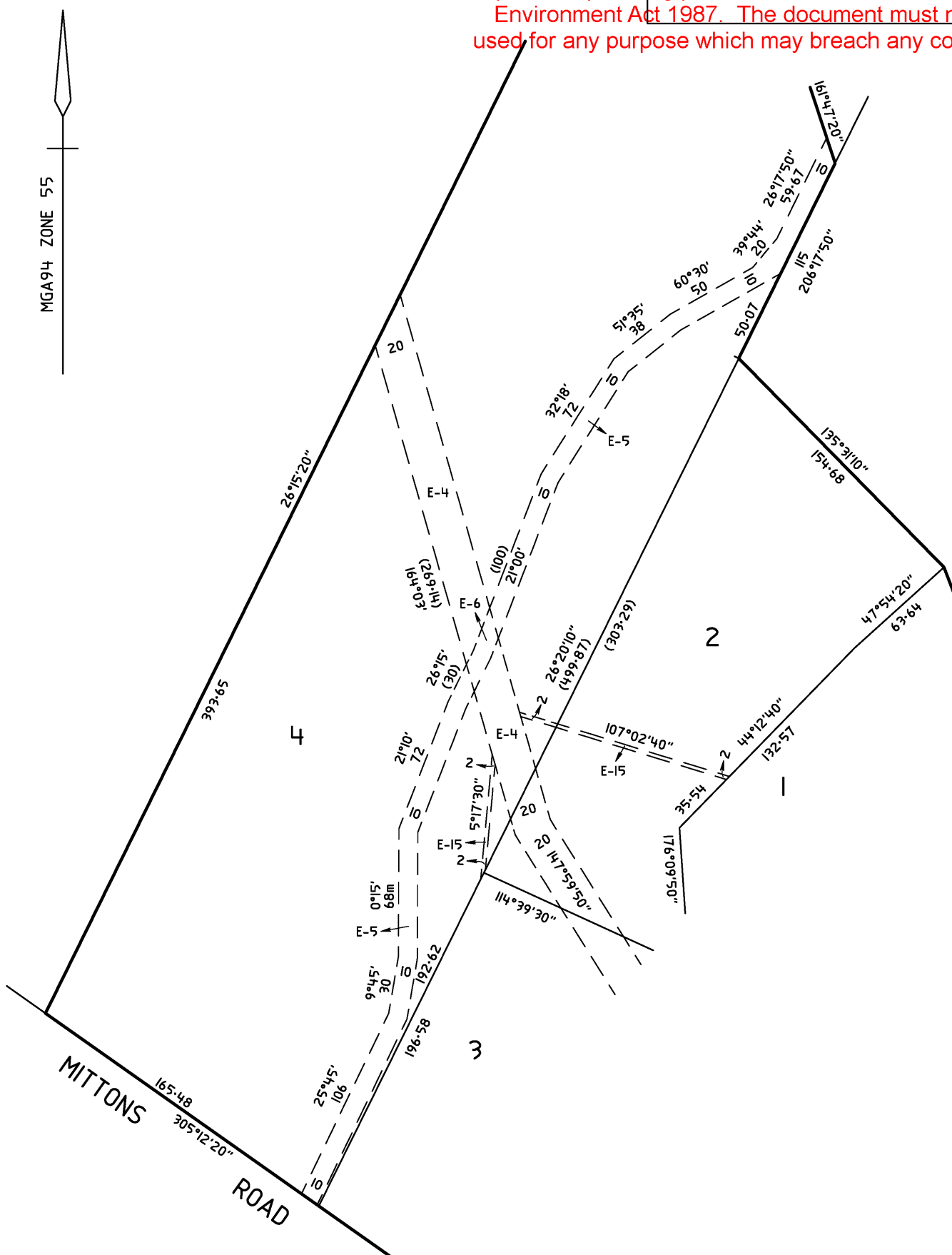
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17/08/2016,  
SPEAR Ref: S08568

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162 MACLEOD STREET, BAIRNSDALE, VIC., 3875  
TELEPHONE (03) 5162 5011

SURVEYORS REF  
16189

SCALE  
1:2000

20 0 20 40 60 80  
LENGTHS ARE IN METRES

ORIGINAL SHEET  
SIZE: A3

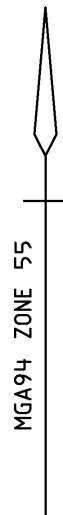
SHEET 4

Digitally signed by: Michael Joseph Sadler (Crowther & Sadler - Crowther & Sadler),  
Surveyor's Plan Version (4),  
23/06/2016

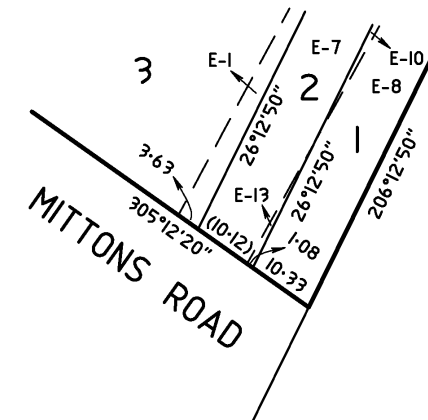
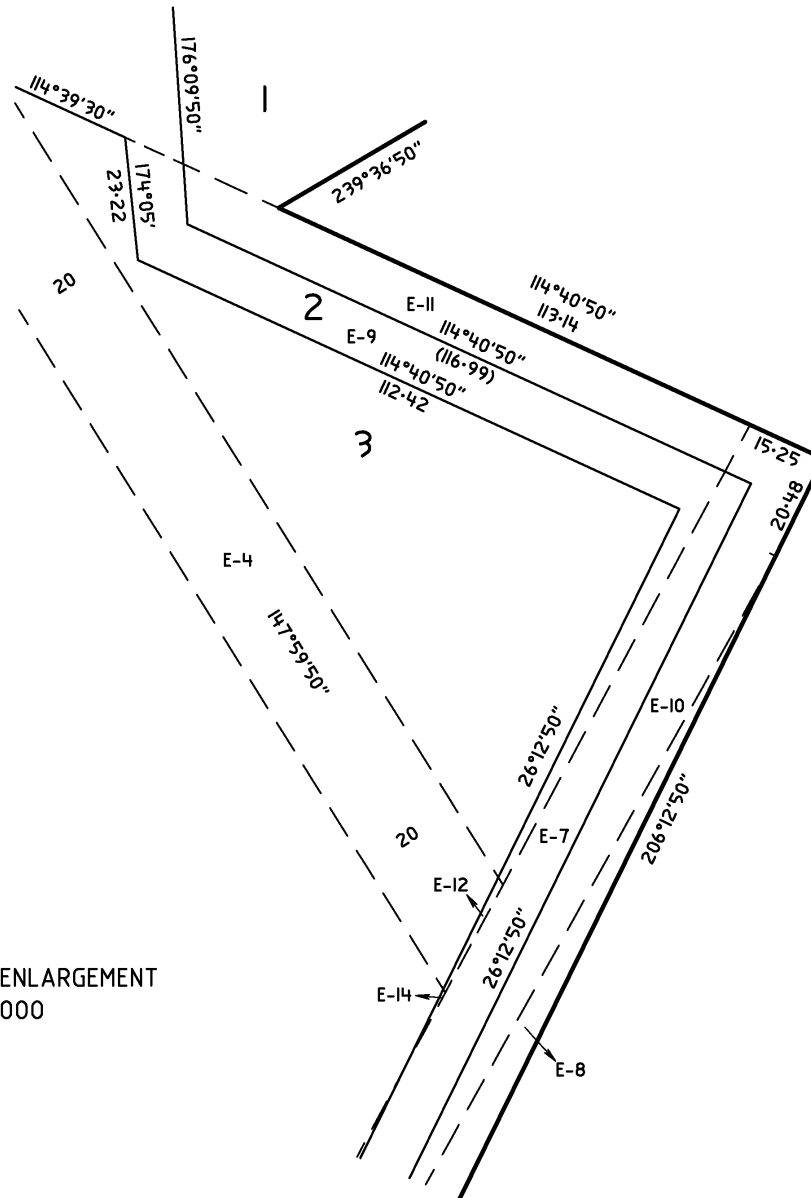
Digitally signed by:  
East Gippsland Shire Council,  
17/08/2016,  
SPEAR Ref: S08568

Printed 16/09/2025

PS 7428171



SCALE OF ENLARGEMENT  
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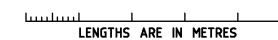


SCALE OF ENLARGEMENT  
1:800

**Crowther & Sadler Pty. Ltd.**  
LICENSED SURVEYORS & TOWN PLANNERS  
162 MACLEOD STREET, BAIRNSDALE, VIC., 3875  
TELEPHONE (03) 5162 5011

SURVEYORS REF  
16189

SCALE



ORIGINAL SHEET  
SIZE: A3

SHEET 5

Digitally signed by: Michael Joseph Sadler (Crowther & Sadler - Crowther & Sadler),  
Surveyor's Plan Version (4),  
23/06/2016

Digitally signed by:  
East Gippsland Shire Council,  
17/08/2016,  
SPEAR Ref: S085681

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AM230148G



registers and indexes.

# Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 **Planning and Environment Act 1987**

## Form 21

Lodged by:

Name: MADDOCKS  
Phone: 9258 3555  
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000  
Ref: KAL:LXE:A01C:6506589  
Customer Code: 1167E

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

Land: Volume 11350 Folio 652 and Volume 11350 Folio 653

Responsible Authority: East Gippsland Shire Council of 273 Main Street, Bairnsdale, Victoria

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


A copy of the agreement is attached to this application

Signature for the Authority:

Name of officer:

Position Held:

Date:

  
Sarah McLaughlin  
Senior Manager  
23/09/2015

22-9-15

ADVERTISED

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Maddocks

140 William Street  
Melbourne Victoria 3000 Australia

Telephone 61 3 9258 3555  
Facsimile 61 3 9258 3666

info@maddocks.com.au  
www.maddocks.com.au

DX 259 Melbourne

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

Subject Land: 80 Mittons Road, Hillside

East Gippsland Shire Council  
and

Riviera Farms Pty Ltd  
ACN 121 706 349

**AM230148G**

06/10/2015 \$119.70 173



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Maddocks

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

Dated 17/09/2015

### Parties

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

Name	Riviera Farms Pty Ltd ACN 121 706 349
Address	165 Settlement Road, Hillside, 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 condition 12 of the Planning Permit.

### The Parties agree

#### 1. Definitions

In this Agreement unless the context admits otherwise:

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

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

**Catchment Management Authority** means the East Gippsland Catchment Management Authority as established under the *Catchment and Land Protection Act 1994* and the *Water Act 1988*.

**Current Address** means:

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

**Current Email** means:

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

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

**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 A** means that part of the Subject Land that is identified and delineated on the Plan of Subdivision as 'Lot A' or 'A' or the like

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

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

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

**Plan of Subdivision** means an approved plan of subdivision which depicts the subdivision of the Subject Land as authorised by the Planning Permit.

**Planning Permit** means planning permit no. 117/2014/P, as amended from time to time, issued on 17 July 2014, authorising:

- (a) a 2 lot subdivision of; and
  - (b) the creation of a carriageway easement on,
- 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 80 Mittons Road, Hillside being the land referred to in certificates of title volume 11350 folio 652 and volume 11350 folio 653 and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

## 2. Interpretation

In this Agreement unless the context admits otherwise:

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

---

### 3. Purposes of Agreement

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

- 3.1 give effect to the Planning Permit; and
- 3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

---

### 4. Reasons for Agreement

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

- 4.1 Council would not have issued the Planning Permit without the condition requiring this Agreement; and
- 4.2 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

---

### 5. Agreement required

The Parties agree that this Agreement will continue to be required unless the Catchment Management Authority confirms in writing that it is no longer required.

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## 6. Owner's specific obligations

The Owner covenants and agrees that, except with the prior written consent of the Catchment Management Authority, the Owner must not:

6.1.1 build, construct or erect; or

6.1.2 cause or permit any other person to build, construct or erect,  
a Dwelling on Lot A.

## 7. Owner's further obligations

### 7.1 Notice and registration

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

### 7.2 Further actions

The Owner:

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

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

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

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

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

### 7.3 Council's costs to be paid

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

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

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

7.3.3 determining whether any of the Owner's obligations have been undertaken to Council's satisfaction; and

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

### 7.4 Time for determining satisfaction

If Council makes a request for payment of any costs or expenses under clause 7.3.3, the Parties agree that Council will not decide whether the Owner's obligation has been undertaken to Council's satisfaction, or whether to grant the consent sought, until payment has been made to Council in accordance with the request.

## 7.5 Interest for overdue money

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

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

## 7.6 Notification of compliance with Owner's obligations

The Owner must notify Council of its compliance with all of the Owner's obligations.

---

## 8. Agreement under s 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 s 173 of the Act.

---

## 9. Owner's warranties

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

---

## 10. Successors in title

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

10.1 give effect to this Agreement; and

10.2 enter into a deed agreeing to be bound by the terms of this Agreement.

---

## 11. General matters

### 11.1 Notices

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

11.1.1 personally on the other Party;

11.1.2 by leaving it at the other Party's Current Address;

11.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or

11.1.4 by email to the other Party's Current Email.

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#### 11.2 Counterparts

This Agreement may be executed in counterparts, all of which taken together constitute one document.

#### 11.3 No waiver

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

#### 11.4 Severability

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

#### 11.5 No fettering of Council's powers

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

#### 11.6 Inspection of documents

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

#### 11.7 Governing law

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

---

### 12. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date Council executes this Agreement.

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## Signing Page

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

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:

*Colleen Smith* Colleen Smith  
Witness 17/09/15

*[Signature]*  
Print name

Signed sealed and delivered by Riviera Farms Pty Ltd in the presence of.

*[Signature]*  
Witness

)  
)  
)  
*[Signature]*

AM230148G

06/10/2015 \$119.70 173  


# Application by a Responsible Authority for the making of a Recording of an Agreement

AN023491P

Section 181 Planning and Environment Act 1987

Lodged by:

Name: Eastcoast Conveyancing  
Phone: (03)5152 1171  
Address: DX 82212 Bairnsdale Vic  
Reference: 15-2369  
Customer Code: 549U



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

Land: *(volume and folio)*

Volume 11623 Folio 339

Responsible Authority: *(full name and address including postcode)*

East Gippsland Shire Council of 273 Main Street Bairnsdale Victoria 3875

Section and Act under which agreement made:

Section 173 Planning & Environment Act 1987

A copy of the agreement is attached to this Application.

Date: 15/09/2016

Signature for Responsible Authority:

Name of Officer:

Paul Holden



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Lawyers  
140 William Street  
Melbourne Victoria 3000 Australia

Telephone 61 3 9258 3555  
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info@maddocks.com.au  
www.maddocks.com.au

DX 259 Melbourne

Date 29 / 07 / 2016

**Agreement under section 173  
of the Planning and Environment Act 1987**  
Subject Land: 80 Mittons Road, Hillside Victoria 3875

**East Gippsland Shire Council**  
and

**Riviera Farms Pty Ltd**  
**ACN 121 706 349**

**AN023491P**

17/08/2016 \$92.70 173



Interstate offices  
Canberra Sydney

Affiliated offices around the world through the  
Advocates network: [www.maddocks.com.au](http://www.maddocks.com.au)

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

Dated 29 / 07 / 2016

### Parties

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

Name	<b>Riviera Farms Pty Ltd ACN 121 706 349</b>
Address	27 Service Street, Bairnsdale, Victoria
Short name	<b>Owner</b>

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### 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.

### The Parties agree

#### 1. Definitions

In this Agreement unless the context admits otherwise:

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

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

**Current Address** means:

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

**Current Email** means:

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

**Lot** 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 and includes a mortgagee-in-possession.

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

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

**Planning Permit** means planning permit no.14/2016/P, as amended from time to time, issued on 10 March 2016, 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.

**Subject Land** means the land situated at 80 Mittons Road Hillside Victoria 3875 being the land referred to in certificate of title volume 11623 folio 339 and any reference to the Subject Land includes any Lot created by the subdivision of the Subject Land or any part of it.

## 2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes 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.

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### 3. Purposes of Agreement

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

- 3.1 give effect to the Planning Permit; and
- 3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

### 4. Reasons for Agreement

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

- 4.1 Council would not have issued the Planning Permit without the condition requiring this Agreement; and
- 4.2 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

### 5. Agreement required

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

### 6. Owner's specific obligations

Notwithstanding anything in the Planning Scheme, the Owner must not subdivide Lot 5 on the Subject Land in a way that creates any additional Lots.

### 7. Owner's further obligations

#### 7.1 Notice and registration

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

#### 7.2 Further actions

The Owner:

- 7.2.1 must do all things necessary to give effect to this Agreement;
- 7.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with section 181 of the Act; and
- 7.2.3 agree to do all things necessary to enable Council to do so, including:
  - (a) sign any further agreement, acknowledgment or document; and

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

### 7.3 Council's costs to be paid

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

- 7.3.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- 7.3.2 preparing, drafting, finalising and recording any amendment to this Agreement; and
- 7.3.3 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

### 7.4 Interest for overdue money

- 7.4.1 The Owner must pay to Council interest in accordance with section 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.
- 7.4.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

---

## 8. Agreement under section 173 of the Act

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

---

## 9. Owner's warranties

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

---

## 10. Successors in title

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

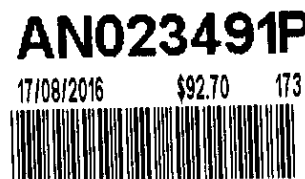
- 10.1 give effect to this Agreement; and
- 10.2 enter into a deed agreeing to be bound by the terms of this Agreement.

---

## 11. General matters

### 11.1 Notices

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



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

## **11.2 No waiver**

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

## **11.3 Severability**

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

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

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

## **11.5 Inspection of documents**

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

## **11.6 Governing law**

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

---

## **12. Commencement of Agreement**

This Agreement commences on the date specified on page one or if no date is specified on page one, the date Council executes this Agreement.

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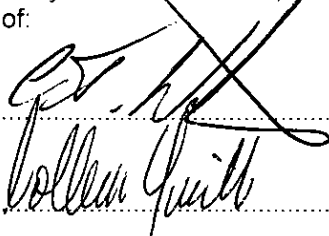


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## Signing Page

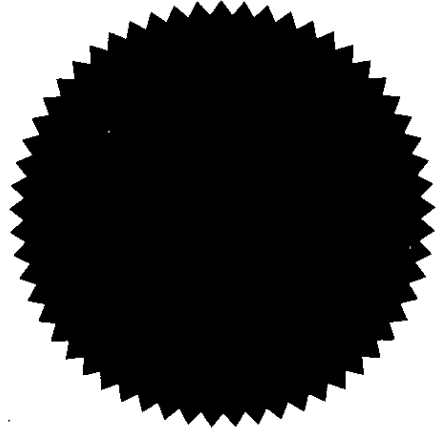
Signed, sealed and delivered as a deed by the Parties.

The Common Seal of the East Gippsland Shire Council was hereunto affixed on the 27<sup>TH</sup> day of July 2016, in the presence of:


  
.....  
.....

Chief Executive

Witness



Executed by Riviera Farms Pty Ltd ACN 121 706 349 in accordance with section 127(1) of the Corporations Act 2001 by being signed by authorised persons for the company:

  
.....  
Director

Nelson Bruce Cox.....  
Full name

12 Morrison Street Bairnsdale Vic 3875 .....  
Usual address

  
.....  
Director (or Company Secretary)

Malcolm Jeffrey Cox.....  
Full name

3 Allen Court Bairnsdale Vic 3875 .....  
Usual address

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

Page 1 of 3

VOLUME 11821 FOLIO 812

Security no : 124126546209C  
Produced 25/07/2025 12:42 PM

### LAND DESCRIPTION

Lot 4 on Plan of Subdivision 742817J.  
PARENT TITLE Volume 11623 Folio 339  
Created by instrument PS742817J 22/09/2016

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor

### ENCUMBRANCES, CAVEATS AND NOTICES

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AM230148G 06/10/2015

AGREEMENT Section 173 Planning and Environment Act 1987  
AN023491P 17/08/2016

### DIAGRAM LOCATION

SEE PS742817J 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: 80 MITTONS ROAD HILLSIDE (BAIRNSDALE) VIC 3875

### ADMINISTRATIVE NOTICES

NIL

eCT Control  
Effective from

DOCUMENT END

# PLAN OF SUBDIVISION

EDITION 1 PS 742817J  
Council Name: East Gippsland Shire Council  
Council Reference Number: PS742817J  
Planning Permit Reference: 14/2016/P  
SPEAR Reference Number: S085681T

## LOCATION OF LAND

**PARISH:** MOORMURNG  
**TOWNSHIP:** \_\_\_\_\_  
**SECTION:** B  
**CROWN ALLOTMENT:** 4 & PART OF 5  
**CROWN PORTION:** \_\_\_\_\_  
**TITLE REFERENCE:** VOL 11623 FOL 339  
  
**LAST PLAN REFERENCE:** LOT B - PS727603Q  
  
**POSTAL ADDRESS:** 80 MITTONS ROAD,  
(at time of subdivision) HILLSIDE 3875  
  
**MGA CO-ORDINATES:** E: 550 065 ZONE: 55  
(of approx centre of land in plan) N: 5812 890 GDA 94

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 17/08/2016

## VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

## NOTATIONS

### NOTATIONS

**DEPTH LIMITATION** 15 METRES BELOW THE SURFACE

**SURVEY:**  
This plan is based on survey.  
**STAGING:**  
This is not a staged subdivision.  
Planning Permit No. 14/2016/P  
This survey has been connected to permanent marks No(s).  
In Proclaimed Survey Area No.

## EASEMENT INFORMATION

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
		SEE SHEET 2		

**Crowther & Sadler** Pty. Ltd.  
LICENSED SURVEYORS & TOWN PLANNERS  
152 MACLEOD STREET, BAIRNSDALE, VIC., 3875  
TELEPHONE (03) 5162 5011

**SURVEYORS FILE REF:** 16189

Digitally signed by: Michael Joseph Sadler (Crowther & Sadler - Crowther & Sadler),  
Surveyor's Plan Version (4),  
23/06/2016

**ORIGINAL SHEET  
SIZE:** A3

**SHEET 1 OF 5 SHEETS**

**PLAN REGISTERED**  
TIME: 4.02pm DATE: 22/09/2016  
J. Beckingham  
Assistant Registrar of Titles

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PS 742817J

## EASEMENT INFORMATION

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1, E-7, E-10	POWERLINE	SEE DIAG.	C/G VOL 9918 FOL 869	S.E.C.V.
E-2	DRAINAGE	SEE DIAG.	INST. C896358	C/T VOL 5349 FOL 677
E-2	WATER SUPPLY & DRAINAGE	SEE DIAG.	INST. C614442	C/T VOL 1203 FOL 125
E-4, E-6, E-12	POWERLINE	20	PS727603Q - SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000	AUSNET ELECTRICITY SERVICES PTY LTD
E-5, E-6	CARRIAGEWAY	SEE DIAG.	PS727603Q	LOT A ON PS727603Q
E-7, E-9, E-12, E-13, E-14	CARRIAGEWAY	SEE DIAG.	THIS PLAN	LOT 1 ON THIS PLAN
E-8, E-10, E-11	CARRIAGEWAY	SEE DIAG.	THIS PLAN	LOT 2 ON THIS PLAN
E-15	POWERLINE	2	THIS PLAN - SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000	AUSNET ELECTRICITY SERVICES PTY LTD

**Crowther & Sadler** Pty.Ltd.

LICENSED SURVEYORS & TOWN PLANNERS  
152 MACLEOD STREET, BAIRNSDALE, VIC., 3875  
TELEPHONE (03) 5152 5011

SURVEYORS REF  
16189

Digitally signed by: Michael Joseph Sadler (Crowther & Sadler - Crowther & Sadler),  
Surveyor's Plan Version (4),  
23/06/2016

ORIGINAL SHEET  
SIZE: A3

SHEET 2

Digitally signed by:  
East Gippsland Shire Council,  
17/08/2016,  
SPEAR Ref: S08568

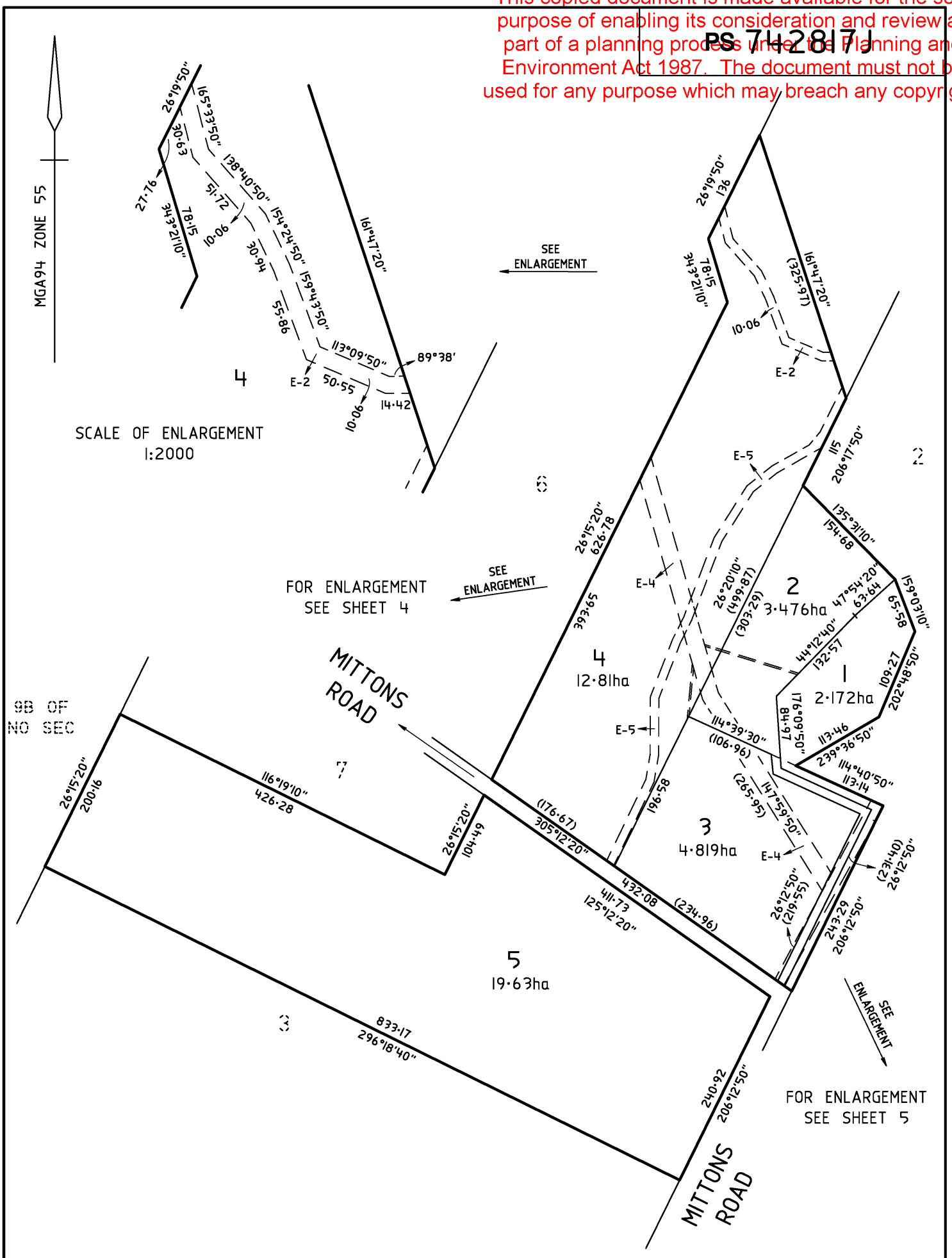
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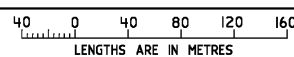


Crowthier & Sadler Pty. Ltd.

**LICENSED SURVEYORS & TOWN PLANNERS**  
152 MACLEOD STREET, BAIRNSDALE, VIC., 3875  
TELEPHONE (03) 5152 5011

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SCALE  
1:4000



ORIGINAL SHEET  
SIZE: A3

SHEET 3

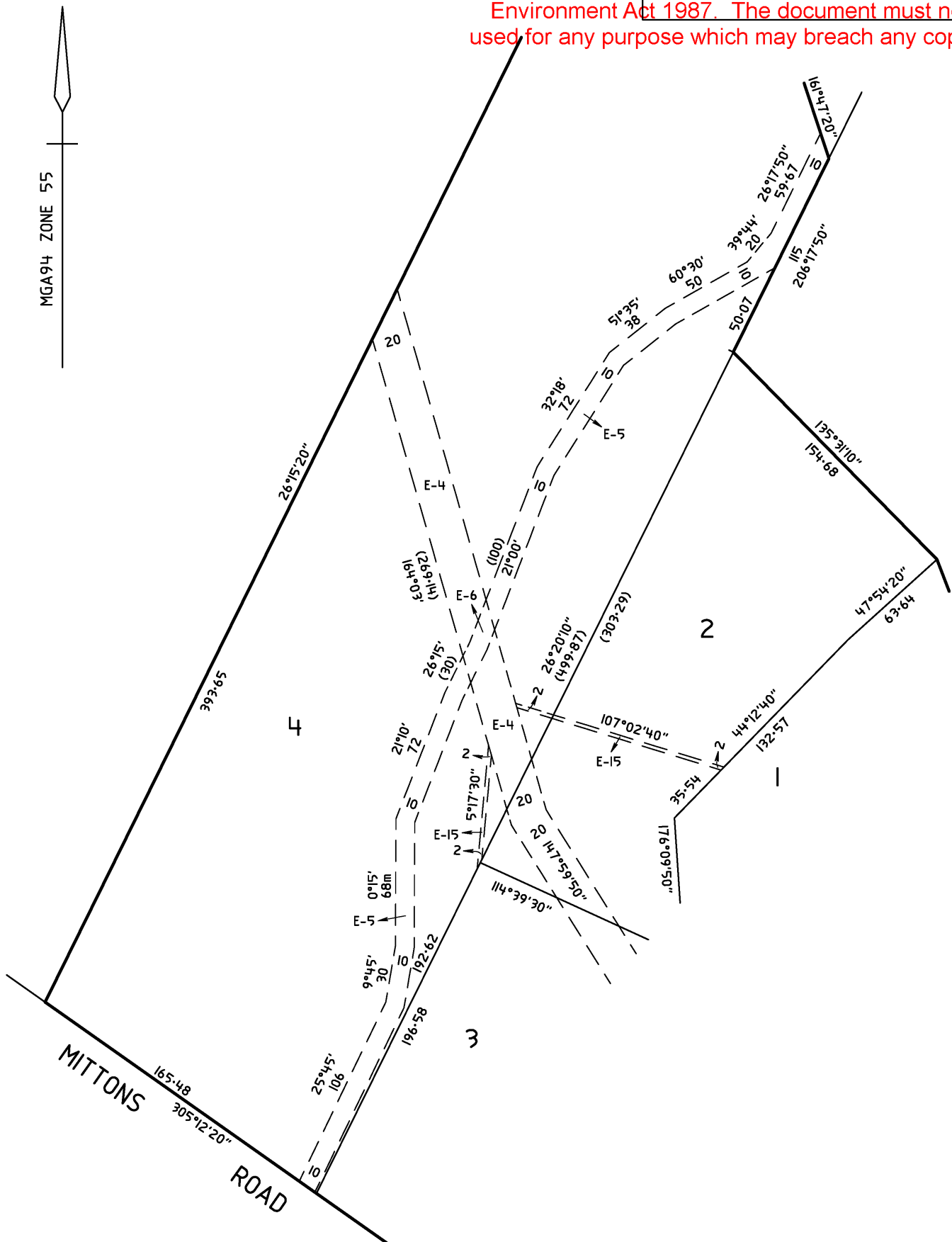
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Surveyor's Plan Version (4),  
23/06/2016

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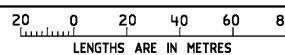


Crowther & Sadler Pty. Ltd.

**LICENSED SURVEYORS & TOWN PLANNERS**  
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TELEPHONE (03) 5152 5011

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SCALE  
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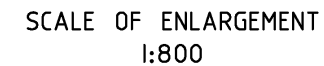
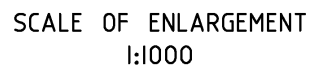
SHEET 4

Digitally signed by: Michael Joseph Sadler (Crowther & Sadler - Crowther & Sadler),  
Surveyor's Plan Version (4),  
23/06/2016

Digitally signed by:  
East Gippsland Shire Council,  
17/08/2016,  
SPEAR Ref: S08568

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AM230148G



registers and indexes.

# Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 **Planning and Environment Act 1987**

## Form 21

Lodged by:

Name: MADDOCKS  
Phone: 9258 3555  
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000  
Ref: KAL:LXE:A01C:6506589  
Customer Code: 1167E

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

Land: Volume 11350 Folio 652 and Volume 11350 Folio 653

Responsible Authority: East Gippsland Shire Council of 273 Main Street, Bairnsdale, Victoria

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


A copy of the agreement is attached to this application

Signature for the Authority:

Name of officer:

Position Held:

Date:

  
Sarah McLaughlin  
Senior Manager  
23/09/2015

22-9-15

ADVISED

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Maddocks

140 William Street  
Melbourne Victoria 3000 Australia

Telephone 61 3 9258 3555  
Facsimile 61 3 9258 3666

info@maddocks.com.au  
www.maddocks.com.au

DX 259 Melbourne

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

Subject Land: 80 Mittons Road, Hillside

East Gippsland Shire Council  
and

Riviera Farms Pty Ltd  
ACN 121 706 349

**AM230148G**

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

Dated 17/09/2015

### Parties

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

Name	Riviera Farms Pty Ltd ACN 121 706 349
Address	165 Settlement Road, Hillside, 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 condition 12 of the Planning Permit.

### The Parties agree

#### 1. Definitions

In this Agreement unless the context admits otherwise:

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

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

**Catchment Management Authority** means the East Gippsland Catchment Management Authority as established under the *Catchment and Land Protection Act 1994* and the *Water Act 1988*.

**Current Address** means:

**AM230148G**

06/10/2015 \$119.70 173



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

**Current Email** means:

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

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

**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 A** means that part of the Subject Land that is identified and delineated on the Plan of Subdivision as 'Lot A' or 'A' or the like

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

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

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

**Plan of Subdivision** means an approved plan of subdivision which depicts the subdivision of the Subject Land as authorised by the Planning Permit.

**Planning Permit** means planning permit no. 117/2014/P, as amended from time to time, issued on 17 July 2014, authorising:

- (a) a 2 lot subdivision of; and
  - (b) the creation of a carriageway easement on,
- 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 80 Mittons Road, Hillside being the land referred to in certificates of title volume 11350 folio 652 and volume 11350 folio 653 and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

## 2. Interpretation

In this Agreement unless the context admits otherwise:

**AM230148G**

06/10/2015 \$119.70 173



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

---

### 3. Purposes of Agreement

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

- 3.1 give effect to the Planning Permit; and
- 3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

---

### 4. Reasons for Agreement

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

- 4.1 Council would not have issued the Planning Permit without the condition requiring this Agreement; and
- 4.2 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

---

### 5. Agreement required

The Parties agree that this Agreement will continue to be required unless the Catchment Management Authority confirms in writing that it is no longer required.

**AM230148G**

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## 6. Owner's specific obligations

The Owner covenants and agrees that, except with the prior written consent of the Catchment Management Authority, the Owner must not:

6.1.1 build, construct or erect; or

6.1.2 cause or permit any other person to build, construct or erect,

a Dwelling on Lot A.

## 7. Owner's further obligations

### 7.1 Notice and registration

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

### 7.2 Further actions

The Owner:

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

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

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

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

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

### 7.3 Council's costs to be paid

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

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

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

7.3.3 determining whether any of the Owner's obligations have been undertaken to Council's satisfaction; and

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

### 7.4 Time for determining satisfaction

If Council makes a request for payment of any costs or expenses under clause 7.3.3, the Parties agree that Council will not decide whether the Owner's obligation has been undertaken to Council's satisfaction, or whether to grant the consent sought, until payment has been made to Council in accordance with the request.

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## **7.5 Interest for overdue money**

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

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

## **7.6 Notification of compliance with Owner's obligations**

The Owner must notify Council of its compliance with all of the Owner's obligations.

---

## **8. Agreement under s 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 s 173 of the Act.

---

## **9. Owner's warranties**

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

---

## **10. Successors in title**

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

10.1 give effect to this Agreement; and

10.2 enter into a deed agreeing to be bound by the terms of this Agreement.

---

## **11. General matters**

### **11.1 Notices**

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

11.1.1 personally on the other Party;

11.1.2 by leaving it at the other Party's Current Address;

11.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or

11.1.4 by email to the other Party's Current Email.

**AM230148G**



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#### 11.2 Counterparts

This Agreement may be executed in counterparts, all of which taken together constitute one document.

#### 11.3 No waiver

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

#### 11.4 Severability

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

#### 11.5 No fettering of Council's powers

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

#### 11.6 Inspection of documents

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

#### 11.7 Governing law

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

---

### 12. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date Council executes this Agreement.

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## Signing Page

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

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:

*Colleen Smith* Colleen Smith  
Witness 17/09/15

*[Signature]*  
Print name

Signed sealed and delivered by Riviera Farms Pty Ltd in the presence of.

*[Signature]*  
Witness

*[Signature]*

AM230148G

06/10/2015 \$119.70 173  




# Application by a Responsible Authority for the making of a Recording of an Agreement

AN023491P

Section 181 Planning and Environment Act 1987

## Lodged by:

Name: Eastcoast Conveyancing  
Phone: (03)5152 1171  
Address: DX 82212 Bairnsdale Vic  
Reference: 15-2369  
Customer Code: 549U



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

Land: *(volume and folio)*

Volume 11623 Folio 339

Responsible Authority: *(full name and address including postcode)*

East Gippsland Shire Council of 273 Main Street Bairnsdale Victoria 3875

Section and Act under which agreement made:

Section 173 Planning & Environment Act 1987

A copy of the agreement is attached to this Application.

Date: 15/09/2016

Signature for Responsible Authority:

Name of Officer:

Paul Holden

ADVERTISED

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Lawyers  
140 William Street  
Melbourne Victoria 3000 Australia

Telephone 61 3 9258 3555  
Facsimile 61 3 9258 3666

info@maddocks.com.au  
www.maddocks.com.au

DX 259 Melbourne

Date 29 / 07 / 2016

**Agreement under section 173  
of the Planning and Environment Act 1987**  
Subject Land: 80 Mittons Road, Hillside Victoria 3875

**East Gippsland Shire Council**  
and

**Riviera Farms Pty Ltd**  
**ACN 121 706 349**

**AN023491P**

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Interstate offices  
Canberra Sydney

Affiliated offices around the world through the  
Advocacy network: [www.maddocks.com.au](http://www.maddocks.com.au)

Printed 16/09/2025

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

Dated 29 / 07 / 2016

### Parties

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

Name	<b>Riviera Farms Pty Ltd ACN 121 706 349</b>
Address	27 Service Street, Bairnsdale, Victoria
Short name	<b>Owner</b>

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### 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.

### The Parties agree

#### 1. Definitions

In this Agreement unless the context admits otherwise:

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

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

**Current Address** means:

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

**Current Email** means:

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

**Lot** 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 and includes a mortgagee-in-possession.

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

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

**Planning Permit** means planning permit no.14/2016/P, as amended from time to time, issued on 10 March 2016, 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.

**Subject Land** means the land situated at 80 Mittons Road Hillside Victoria 3875 being the land referred to in certificate of title volume 11623 folio 339 and any reference to the Subject Land includes any Lot created by the subdivision of the Subject Land or any part of it.

## 2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes 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.

AN023491P



---

### 3. Purposes of Agreement

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

- 3.1 give effect to the Planning Permit; and
- 3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

---

### 4. Reasons for Agreement

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

- 4.1 Council would not have issued the Planning Permit without the condition requiring this Agreement; and
- 4.2 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

---

### 5. Agreement required

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

---

### 6. Owner's specific obligations

Notwithstanding anything in the Planning Scheme, the Owner must not subdivide Lot 5 on the Subject Land in a way that creates any additional Lots.

---

### 7. Owner's further obligations

#### 7.1 Notice and registration

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

#### 7.2 Further actions

The Owner:

- 7.2.1 must do all things necessary to give effect to this Agreement;
- 7.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with section 181 of the Act; and
- 7.2.3 agree to do all things necessary to enable Council to do so, including:
  - (a) sign any further agreement, acknowledgment or document; and

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

### 7.3 Council's costs to be paid

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

- 7.3.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- 7.3.2 preparing, drafting, finalising and recording any amendment to this Agreement; and
- 7.3.3 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

### 7.4 Interest for overdue money

- 7.4.1 The Owner must pay to Council interest in accordance with section 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.
- 7.4.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

---

## 8. Agreement under section 173 of the Act

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

---

## 9. Owner's warranties

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

---

## 10. Successors in title

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

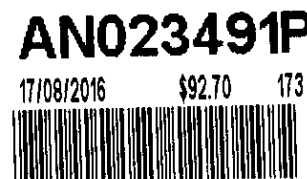
- 10.1 give effect to this Agreement; and
- 10.2 enter into a deed agreeing to be bound by the terms of this Agreement.

---

## 11. General matters

### 11.1 Notices

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



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

## **11.2 No waiver**

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

## **11.3 Severability**

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

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

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

## **11.5 Inspection of documents**

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

## **11.6 Governing law**

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

---

## **12. Commencement of Agreement**

This Agreement commences on the date specified on page one or if no date is specified on page one, the date Council executes this Agreement.



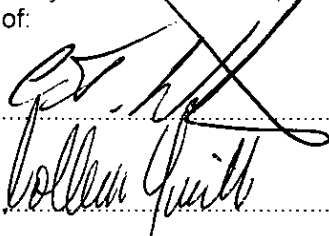


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## Signing Page

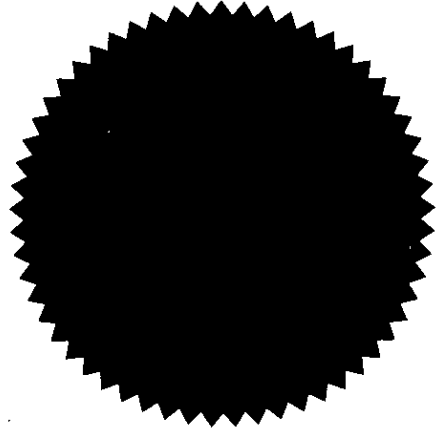
Signed, sealed and delivered as a deed by the Parties.

The Common Seal of the East Gippsland Shire Council was hereunto affixed on the 27<sup>TH</sup> day of July 2016, in the presence of:


  
.....  
.....

Chief Executive

Witness




Executed by Riviera Farms Pty Ltd ACN 121 706 349 in accordance with section 127(1) of the Corporations Act 2001 by being signed by authorised persons for the company:

  
.....  
Director

Nelson Bruce Cox.....  
Full name

12 Morrison Street Bairnsdale Vic 3875 .....  
Usual address

  
.....  
Director (or Company Secretary)

Malcolm Jeffrey Cox.....  
Full name

3 Allen Court Bairnsdale Vic 3875 .....  
Usual address

**AN023491P**

17/08/2016 \$92.70 173



# CHRIS O'BRIEN & COMPANY PTY LTD

## CONSULTING CIVIL & STRUCTURAL ENGINEERS

Reference No: B25252

**Project No: 210725**

24/07/2025

Crowther & Sadler Pty Ltd  
P.O Box 722  
BAIRNSDALE Vic 3875

Attn: Aaron Hollow

Email:

Dear Aaron,

**RE: Proposed 2 Lot Subdivision  
31 Mittons Road, Hillside.**

Chris O'Brien & Company Pty Ltd have been engaged by Aaron Hollow of Crowther & Sadler Pty Ltd to determine whether or not a full Geotechnical risk assessment report is required for a proposed 2 lot subdivision at 31 Mittons Road, Hillside 3875. An erosion management overlay exists over the property.

The purpose of this letter is to determine if the works to be carried out on this site will be a risk to the surrounding environment and is to be used in the planning application process only. This letter is not a soil classification report and shall not be used for this purpose.

Information contained in this letter is from a visual inspection of the site and based on information supplied to Chris O'Brien & Company Pty Ltd on the work to be completed on the site.

The site was inspected by Andrew Powell on the 24<sup>th</sup> July 2025.

Mittons Road is located just outside the Bairnsdale township close to the north west edge, with 31 Mittons Lane having frontage to on both the eastern and northern boundaries. Access to the property is from the northern boundary with a fully constructed access in place. The allotment has minimal vegetation but has a good cover of grass with the land currently used for cattle grazing. Inspection of the land showed no signs of any naturally occurring erosion. The land falls mostly to the west with a large dam located near the centre of the property. No buildings currently exist on the property with services to the site available from existing services along the eastern boundary in Mittons Lane. Photos of our findings are attached to this report.

For the creation of the proposed subdivision it will require a new crossover to be formed, this will be on the eastern side near the south corner of the property with a connection to all existing services to also be provided. For any proposed buildings sewer will be via an onsite wastewater management system. For the construction of the proposed crossover

**Crowther & Sadler Pty Ltd**

Proposed 2 Lot Subdivision at 31 Mittons Lane, Hillside.

Project No. 210725

Page 2 of 9

some minor earthworks will be required along with the placement and compaction of all materials required. A culvert will also be required at the junction with the existing open drain. For the provision of services to each allotment some minor trenching work will be required. During any of the above works protection barriers such as silt fences are to be placed so as to protect all down stream assets from any silt run-off. Provided this is done we expect no environmental risks from the work to be done.

Storm water created from the proposed subdivision will need to limit run-off to pre-development flows. Stormwater from any proposed buildings will need to be directed to the legal point of discharge via on-site detention system such as a water tank. Outlets to any water tank or any surface outlets must be treated with approved rock beaching. Provided this is done, no environmental risks are expected from this source.

We therefore suggest that a full geotechnical risk assessment report is not required for this development. As long as precautions and conditions as stated above are strictly adhered to, we anticipate no environmental risks on this site with the work to be undertaken.

Should you need to clarify anything, please contact the Andrew Powell

Yours faithfully,

**Andrew Powell Assoc.Dip (Civil)**

**for CHRIS O'BRIEN & COMPANY PTY LTD**



Photos below show existing access and proposed access location.













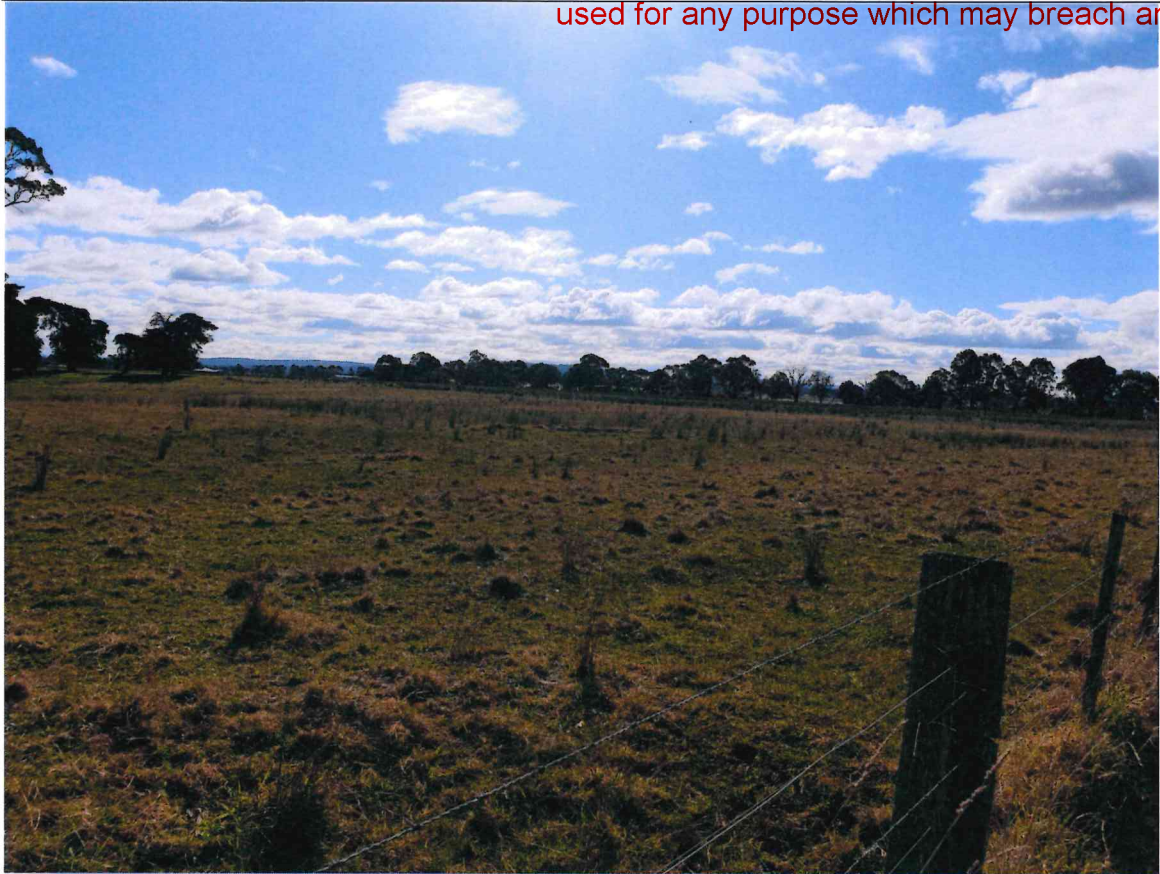




Photos below show typical land formation.











## Planning Report

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Two Lot Subdivision (Boundary Realignment)  
31 & 80 Mittons Road, Hillside

Our reference – 21225

August 2025



FS 520900



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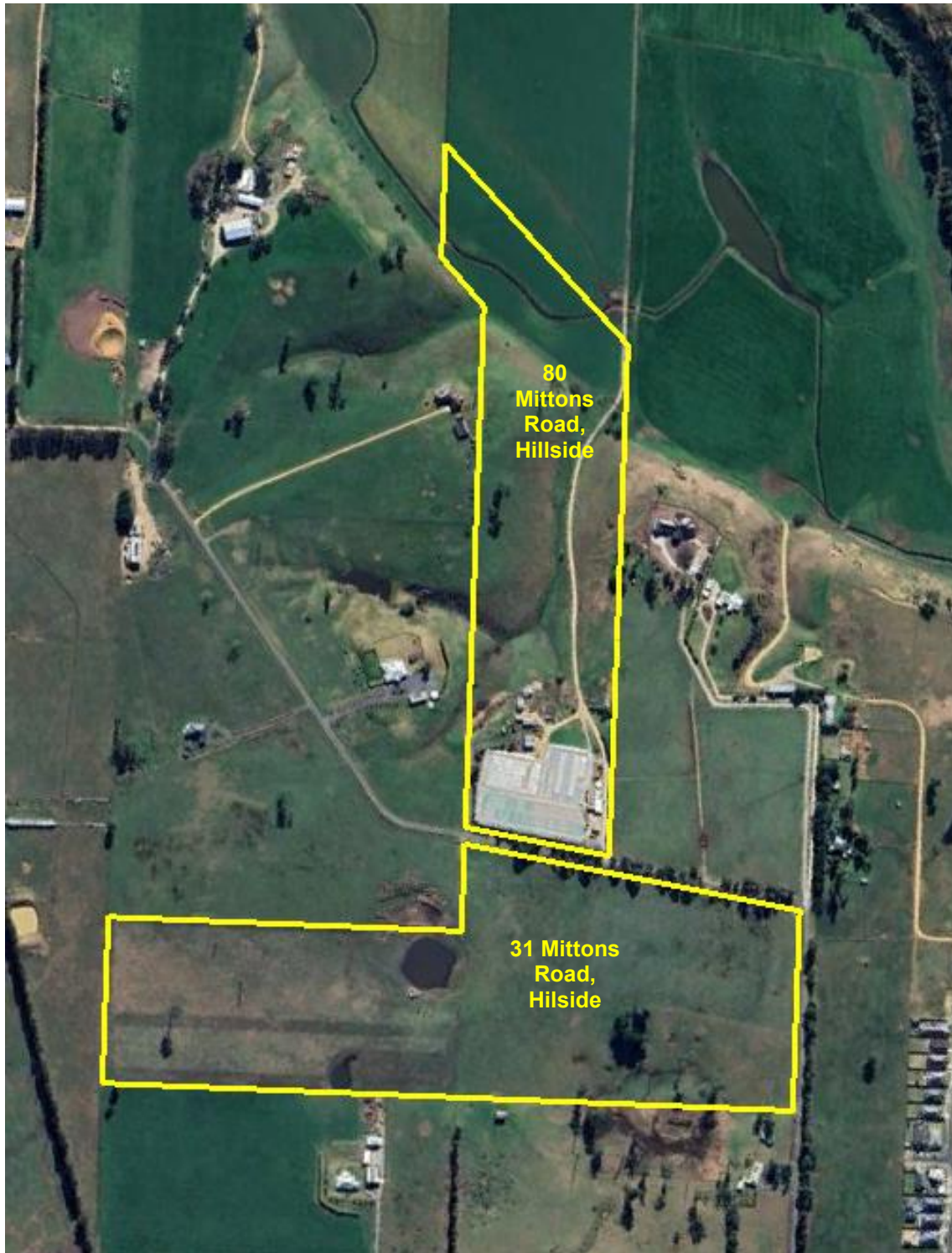
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	Application Form	
	Proposed Subdivision Plan (Version 2)	
	Geotechnical Risk Assessment Waiver ( <i>Chris O'Brien &amp; Company</i> )	
	Copy of Title (Lots 4 and 5 on PS742817)	

*Note: Applicable Planning Application fee is \$1,496.10*



## 1. Introduction

This Planning Report is prepared in support of a proposed two lot subdivision (boundary realignment) at 31 and 80 Mittons Road, Hillside. The Report addresses the provisions of the Rural Living Zone 3, Environmental Significance Overlay 2, Erosion Management Overlay and Land Subject to Inundation Overlay as contained within the East Gippsland Planning Scheme.



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



## 2. Subject Land & Surrounding Context

The subject land is formed by two properties being 31 Mittons Road, Hillside (formally known as Lot 5 on PS742817) and 80 Mittons Road, Hillside (formally known as Lot 4 on PS742817).

The property at 31 Mittons Road is 19.628 hectares in area, it is currently used for land management grazing purposes, is devoid of development, the landform is relatively flat, contains a stock dam and has existing vehicle access from the northern part of Mittons Road.



*Image of 31 Mittons Road looking west from Mittons Road (Source: Google Earth)*



*Image of the existing access to 31 Mittons Road looking south*

80 Mittons Road is 12.81 hectares and is developed for the purposes of vegetable propagation and plant nursery associated with a local vegetable grower in a covered facility close to Mittons Road.



*Image of the vegetable propagation facility at 80 Mittons Road looking north from Mittons Road (Source: Google Earth)*





*Aerial image of the vegetable propagation facility at 80 Mittons Road  
(Source: Google Earth)*

There are a number of associated sheds within the southern part of the property and vehicle access is obtained from Mittons Road with a driveway running along the eastern part of the property.

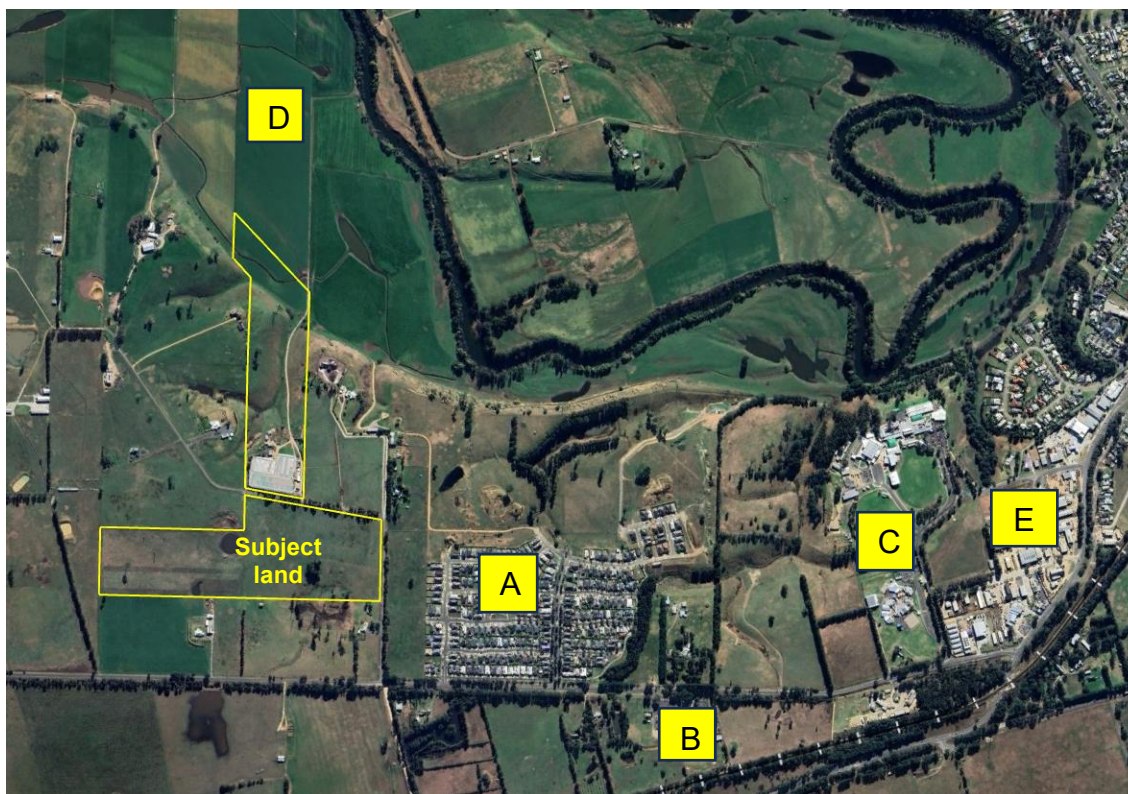
A carriageway easement runs along the eastern side of the property, in which the driveway has been developed and provides access to adjoining cropping properties to the north.





*Existing access to 80 Mittons Road and shedding looking north from Mittons Road*

The subject land is located on the western edge of the Bairnsdale township within a Rural Living Zone precinct with numerous properties generally developed with dwellings and associated shedding.



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

A – Shannon Waters Residential Growth Front

B – Church and school

C – St Marys and Neagle College

D – Mitchell River Flats

E – Industrial area

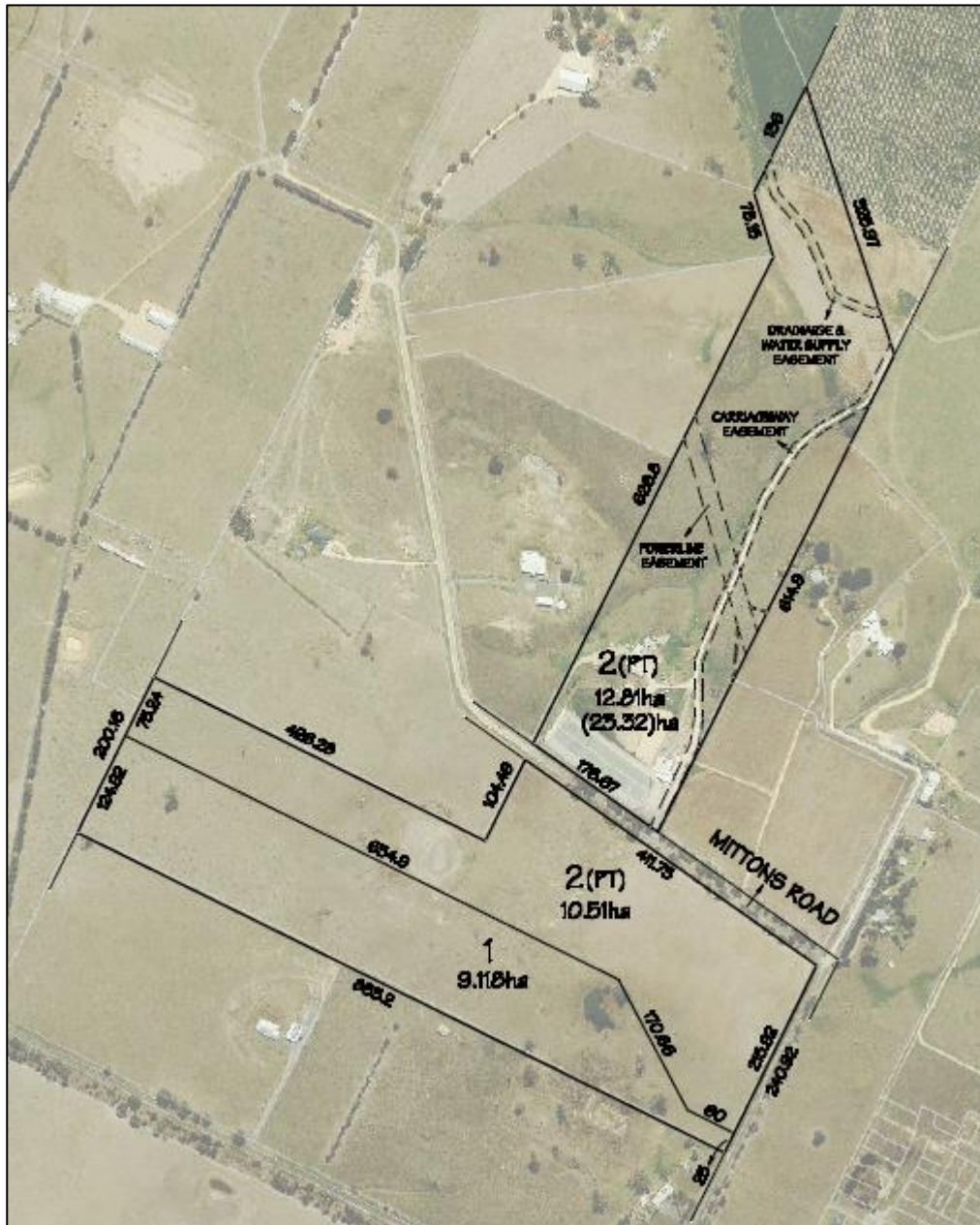


### 3. The Application & Proposal

It is proposed to subdivide the subject land into two lots via a boundary realignment.

The purpose of the subdivision is to secure land for the northern property (80 Mittons Road) to allow for business growth options into the future and to own the buffer to farming infrastructure.

It is proposed to create lot 1 consisting of 9.118 hectares to the south of the subject land and lot 2 of 23.32 hectares comprising of two parts being 10.51 hectares to the south of Mittons Road and 12.81 hectares to the north of Mittons Road.



*Proposed plan of subdivision*

The proposed boundary realignment will result in no change to conditions north of Mittons Road which includes areas identified as subject to erosion, inundation, a waterway and Environmental Significance Overlay.

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

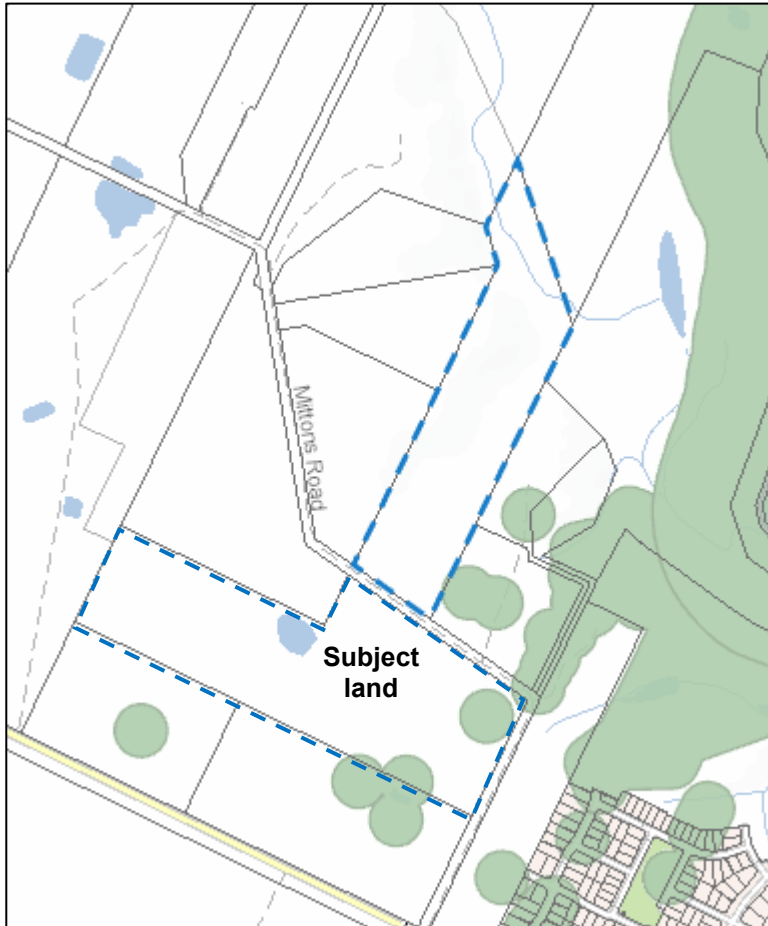
Planning Scheme Clause	Matter for which a Permit is required
35.03-3 Rural Living Zone	Subdivide land
42.01-2 Environmental Significance Overlay	Subdivide land
44.01-5 Erosion Management Overlay	Subdivide land
44.04-3 Land Subject to Inundation Overlay	Subdivide land

The application is required to be referred to the relevant floodplain management authority in accordance with Section 55 of the *Planning and Environment Act 1987*.

#### 4. Cultural Heritage

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

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



*Extract from Cultural Heritage Sensitivity mapping,  
showing culturally sensitivity areas in dark green (Source: VicPlan)*

The subject land is partly within an area of cultural heritage sensitivity however, a two lot subdivision is not considered a high impact activity. As such, there is no mandatory requirement to provide a CHMP with the application.

## 5. Planning Policy

### 5.1 Planning Policy Framework

The northern part of the subject land is used for commercial farming purposes and the proposed boundary realignment is to provide for future development requirements for the farming enterprise if needed. The proposed subdivision will assist to provide additional land to an established farming operation which may lead to additional agricultural production as encouraged within Clause 14.01-1S Protection of agricultural land.

The northern part of the property is identified as containing high quality soils, the proposed subdivision will not fragment this area of the property as sought within Clause 14.01-1L-02.

A designated waterway is located within the far northern part of the subject land. The proposed boundary realignment will maintain the waterway within proposed lot 2 allowing the waterway to continue to be maintained by a single landowner. It is noted that the waterway forms a drainage and water supply easement in favour of the neighbouring property, rather than a natural watercourse.

Part of the northern area of the subject land is located within the Land Subject to Inundation Overlay, which is the part of the land that forms the Mitchell River floodplain below the escarpment. The proposed subdivision will not increase the risk to people and property from that which already exists, the subdivision will not disrupt the natural carrying capacity of the floodplain or reduce flood storage as sought within Clause 13.03-1S Floodplain management.

Clause 13.04-2S and 13.04-2L Erosion seeks to protect areas prone to erosion. The boundary realignment proposes to create an allotment outside of the erosion management overlay mapping and no environmental concerns with respect to erosion will arise from the proposed subdivision.

As identified within Clause 17.01-1S Diversified economy the proposed boundary realignment provides an opportunity for the northern farming enterprise to own a buffer around its significant infrastructure and in turn supports the rural economy to grow.

## 5.2 Municipal Planning Strategy

The proposed boundary realignment will maintain the existing landscape values and avoids impacts to native vegetation maintaining the environmental qualities of the area. The existing waterway to the north of the subject land will remain unaffected by the proposal as sought within Clause 02.03-2 Environmental and landscape values.

The proposed boundary realignment will create a subdivision boundary outside of the Erosion Management Overlay and will not result in detrimental erosion impacts. The proposed subdivision will not increase the current risk to life and property from flooding, floodplain capacity will not be reduced and flood flows will not be redirected consistent with Clause 02.03-3 Environmental risks and amenity.

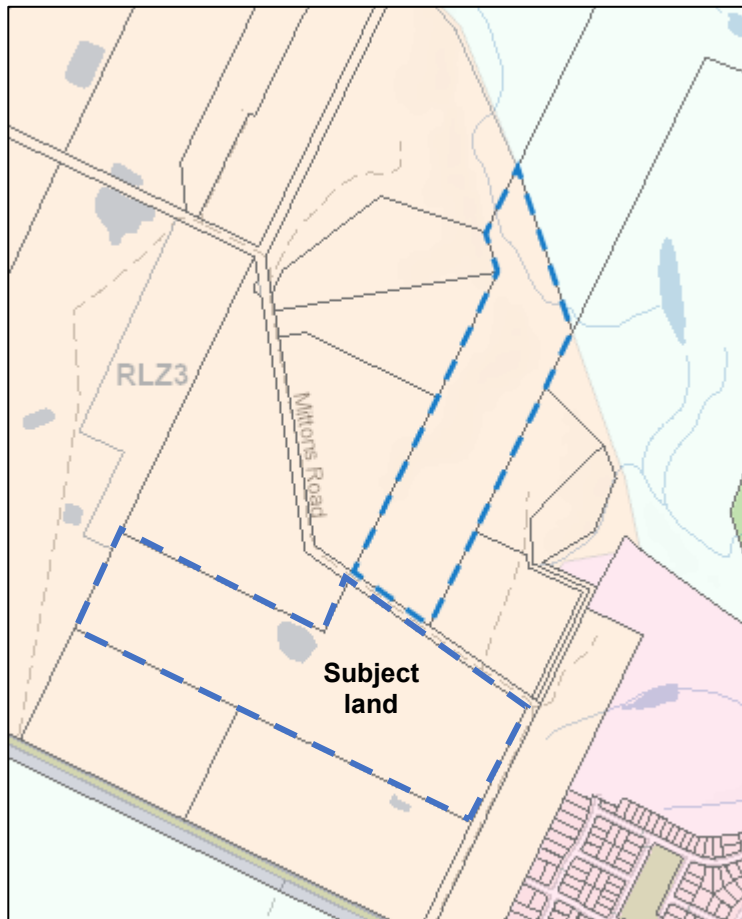
The proposal will provide the commercial agricultural enterprise the option of future growth and allows the business to own a buffer adjoining significant agricultural infrastructure as encouraged by Clause 02.03-4 Natural resource management.

The proposed boundary realignment will assist to strengthen and protect the agricultural use being undertaken on 80 Mittons Road and in turn will assist to maintain the agricultural sector of the local economy consistent with Clause 02.03-6 Economic development.

## 6. Planning Elements

### 6.1 Rural Living Zone 3

The subject land is zoned Rural Living Zone 3 in accordance with the East Gippsland Planning Scheme.



*Planning scheme zone mapping (Source: VicPlan)*

The relevant purposes of the zone are met by the proposed boundary realignment, as the subdivision will maintain the agricultural use undertaken on the subject land which is not adversely affecting the amenity of surrounding land uses. Furthermore, natural resources and biodiversity of the area will remain unaffected.

In accordance with Clause 35.03-3 Subdivision each lot to be created must at least be the area specified in the schedule of the zone. The minimum subdivision area within schedule 3 is 8 hectares which the proposed subdivision will achieve and provides the ability for a dwelling to be developed on lot 1 as of right.



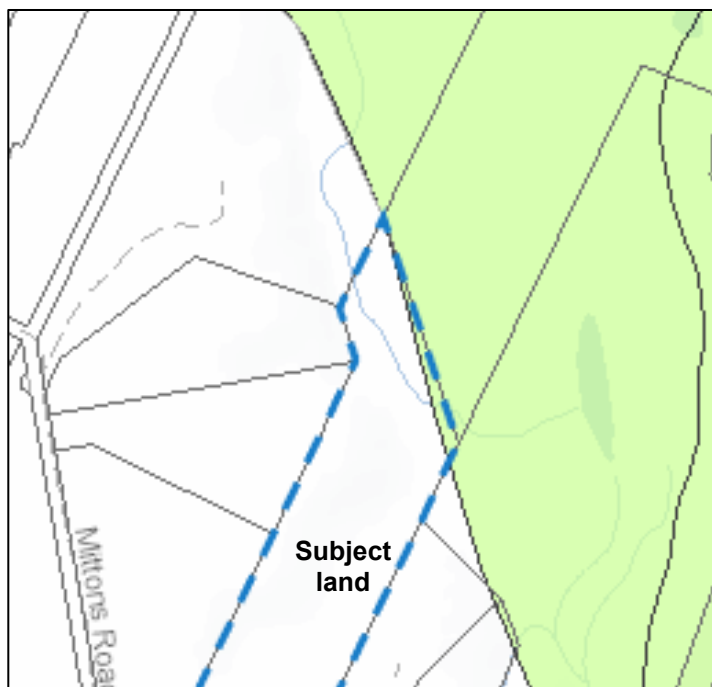
## Decision Guidelines

The proposed subdivision positively addresses the relevant decision guidelines:

- Planning policy support for the proposal is contained within the State Planning Policy Framework and Municipal Planning Strategy.
- No detrimental impacts will result having regard to the Regional Catchment Strategy.
- No use or development above that which exists at present on the subject land is proposed.
- Site capacity to sustain the agricultural use is proven.
- The proposed subdivision will provide a buffer to existing farming infrastructure and allows the option for the agricultural enterprise to expand if required.
- No detrimental impacts to soil and water quality will arise from the proposed subdivision.
- There is no need to remove native vegetation to facilitate the subdivision.

## **6.2 Environmental Significance Overlay 2**

A small area to the north of the subject land is contained within the Environmental Significance Overlay 2.

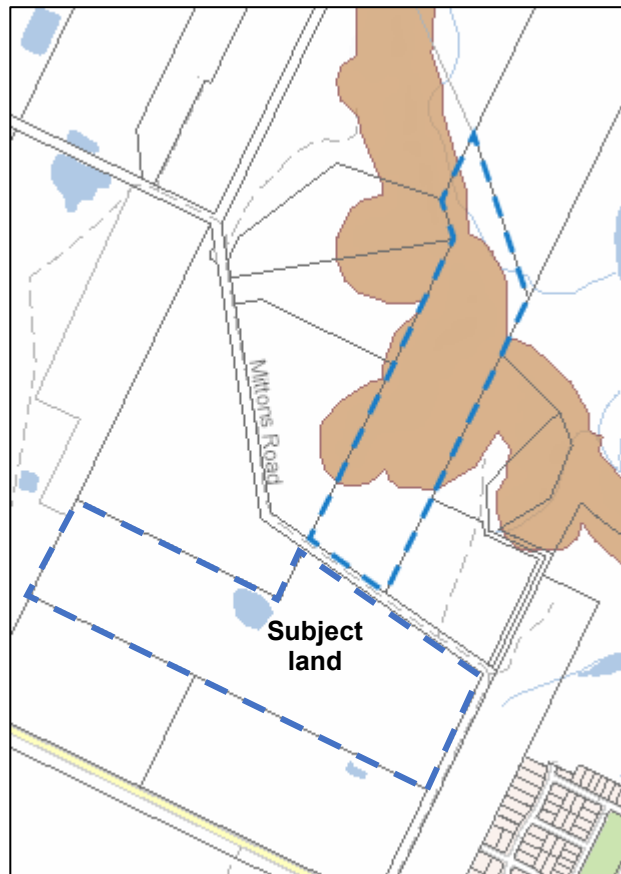


*Extract of the overlay mapping (Source: VicPlan)*

Schedule 2 to the Overlay relates to High Quality Agricultural Land. The proposed boundary realignment meets the environmental objectives and decision guidelines of the overlay as the boundary realignment will have no adverse impact on soil quality or structure.

### 6.3 Erosion Management Overlay

Parts of the northern area of the property are subject to the Erosion Management Overlay.

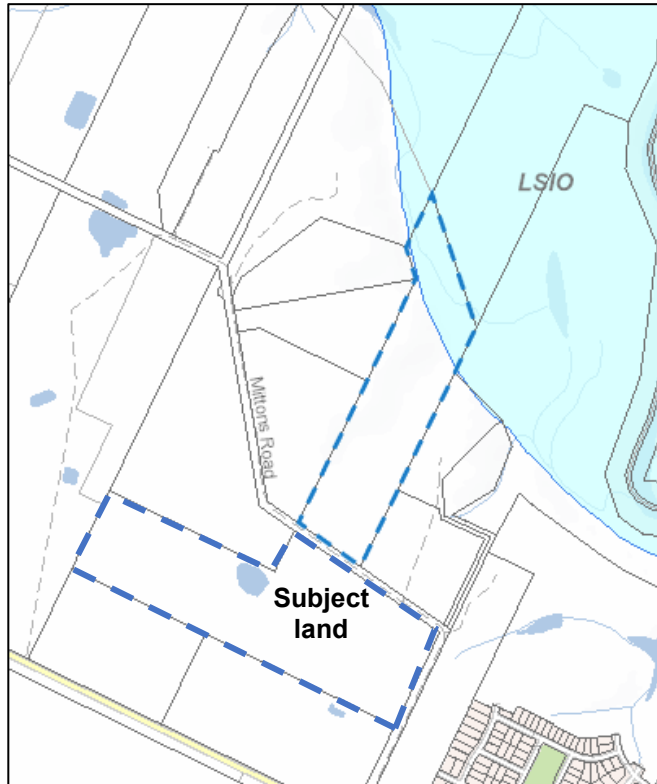


*Planning scheme overlay mapping (Source: VicPlan)*

The proposed boundary realignment will create an allotment outside of the mapped Erosion Management Overlay area reducing any potential of geotechnical risk. The application is supported with a geotechnical risk assessment waiver by an experienced geotechnical practitioner advising that the subdivision will have no detrimental erosion implications.

## 6.4 Land Subject to Inundation Overlay

Part of the subject land is contained within the Land Subject to Inundation Overlay.



Planning scheme overlay mapping (Source: VicPlan)

The proposed subdivision positively addresses the purposes of the overlay, free passage and temporary storage of floodwaters will be unaffected, the potential risk to life and property is not exacerbated and water quality will be maintained.

### Decision Guidelines

The proposed boundary realignment positively forwards the decision guidelines:

- The existing use and development of the land will not alter.
- The substantial existing farming infrastructure will remain on flood-free land.
- Proposed lot 1 is well outside of the Land Subject to Inundation Overlay and is located on a high escarpment, well above the Mitchell River floodplain.
- The potential risk to life and property is not exacerbated above that which currently exists.
- Flood warnings have significantly improved and allows the area of the property liable to flooding to be evacuated prior to a flood event.

- No redirecting or obstructing of floodwater will take place as a result of the subdivision.
- River health will remain unaffected as a result of the proposal.

## 7. Conclusion

The proposed two lot subdivision (boundary realignment) at 31 and 80 Mittons Road, Hillside is considered to accord with all relevant provisions of the Rural Living Zone 3, Environmental Significance Overlay 2, Erosion Management Overlay and Land Subject to Inundation Overlay of the East Gippsland Planning Scheme. The proposal is consistent with the Planning Policy Framework and Municipal Planning Strategy and appropriately responds to existing development on the land and positively addresses the site constraints.

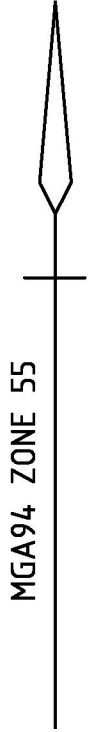
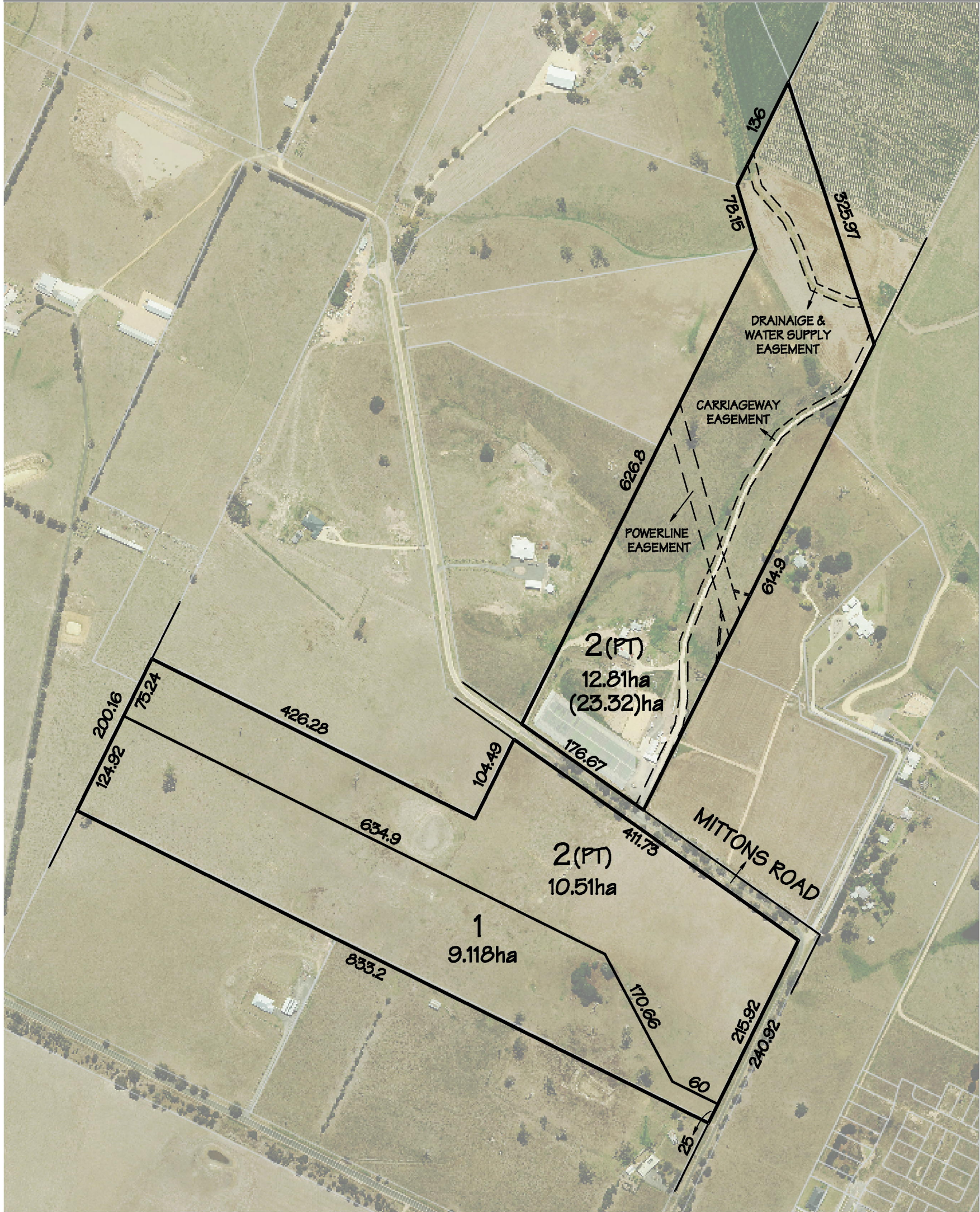
For these reasons we respectfully request that Council consider the merits of the application favourably and resolve to issue a Planning Permit.



PROPOSED SUBDIVISION

PARISH OF MOORMUNG  
SECTION B  
CROWN ALLOTMENT 4 & PART OF 5

LOTS 4 & 5 - P5742817J



31 MITTONS ROAD, HILLSIDE		NOTATIONS	
<div>Crowther &amp; Sadler Pty. Ltd.</div> <div>LICENSED SURVEYORS &amp; TOWN PLANNERS</div> <div>152 MACLEOD STREET, BAIRNSDALE, VIC., 3875</div> <div>P. (03) 5162 5011 E. contact@crowthersadler.com.au</div>		AREAS ARE APPROXIMATE ONLY DIMENSIONS ARE SUBJECT TO SURVEY	
		SCALE (SHEET SIZE A3)	SURVEYORS REF.
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