

NOTICE OF AN APPLICATION FOR PLANNING PERMIT

The land affected by the application is located at:	75 Ellaswood Road ELLASWOOD 3875, 360 Hodges Estate Road ELLASWOOD 3875 Lot: 2 PS: 545177, Lot: 2 PS: 413108
The application is for a permit to:	Two Lot Subdivision (Boundary Re-alignment)
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
44.01-5 (EMO)	Subdivide land
The applicant for the permit is:	Spiire
The application reference number is:	5.2025.2.1

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.

Kerry Stow

From: Snapforms Notifications <no-reply@snapforms.com.au>
Sent: Monday, 6 January 2025 2:11 PM
To: Planning Unit Administration
Subject: Planning Permit application
Attachments: Volume_10934_Folio_810_VicPackageSearch_1736132606.pdf; Volume_10362_Folio_143_VicPackageSearch_1736132667.pdf; 20241128 211646SCPR-2a Site Context with Aerial Image & Proposed Subdivision Plan.pdf; Planning Report.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: Jack & Nicole Peterson c/o Martin Ireland

Email address:

Postal address : 16 Bridge Street BENDIGO VIC 3550

Mobile phone number: 0475354358

Street number: 75

Street name: Ellaswood Road

Town: Ellaswood

Post code: 3875

Has there been a pre-application meeting: No

Is there any encumbrance on the Title such as a restrictive covenant, section 173 agreement or other obligation such as an easement or building envelope?: No

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

Description of proposal - Describe the use, development or other matter which requires a permit: Boundary realignment

Existing conditions - Describe how the land is used and developed now: Rural residential area

Estimated cost of development. Note: You may be required to verify this estimate: 0

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Title (must have been generated within the past 30 days):

[Volume 10934 Folio 810 VicPackageSearch 1736132606.pdf](#)

[Volume 10362 Folio 143 VicPackageSearch 1736132667.pdf](#)

Site plan/floor - plan/elevations: [20241128 211646SCPR-2a Site Context with Aerial Image & Proposed Subdivision Plan.pdf](#)

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

Who is the invoice to be made out to?: Jack Peterson

Declaration: Yes

Privacy Statement: Yes

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

VOLUME 10934 FOLIO 810

Security no : 124121012757X
Produced 06/01/2025 02:02 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 545177T.
PARENT TITLE Volume 04378 Folio 524
Created by instrument PS545177T 04/04/2006

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
JACK LESLIE PETERSON
NICOLE KATHRYN PETERSON
AU547559W 07/07/2021

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
AE236314D 15/03/2006

DIAGRAM LOCATION

SEE PS545177T 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: 75 ELLASWOOD ROAD ELLASWOOD VIC 3875

ADMINISTRATIVE NOTICES

NIL

DOCUMENT END

PLAN OF SUBDIVISION

STAGE NO. 1 USE ONLY PLAN NUMBER
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EDITION PS 545177T
COUNCIL CERTIFICATION AND ENDORSEMENT

LOCATION OF LAND

PARISH: WY YUNG
 TOWNSHIP: —
 SECTION: —
 CROWN ALLOTMENT: 81
 CROWN PORTION: —

TITLE REFERENCES: VOL 4378 FOL 524

LAST PLAN REFERENCE: —

POSTAL ADDRESS: 225 FISCHERS ROAD,
 (At time of subdivision) WY YUNG 3875

MGA 94 CO-ORDINATES: E 550 255
 (Of approx. centre of land in plan) N 5818 250 **ZONE: 55**

COUNCIL NAME: EAST GIPPSLAND SHIRE COUNCIL REF: 219/2005/CRT.

1. This plan is certified under Section 6 of the Subdivision Act 1988.
- ~~2. This plan is certified under Section 11(7) of the Subdivision Act 1988. Date of original certification under Section 6 / /~~
3. This is a statement of compliance issued under Section 21 of the Subdivision Act 1988.

OPEN SPACE

- (i) A requirement for public open space under Section 18 Subdivision Act 1988 ~~has / has not been made.~~
- ~~(ii) The requirement has been satisfied.~~
- ~~(iii) The requirement is to be satisfied in stage~~
 Council Delegate
~~Council seat~~
 Date 3/02/06
~~Re-certified under Section 11(7) of the Subdivision Act 1988~~
~~Council Delegate~~
~~Council seat~~
 Date / /

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

NOTATIONS

STAGING This ~~is~~ / is not a staged subdivision
 Planning Permit No 524/2005/P

DEPTH LIMITATION 15.24 METRES BELOW THE SURFACE

DIMENSIONS SHOWN UNDERLINED ARE NOT AS A RESULT OF THIS SURVEY
 THE AREA OF LOT 2 IS BY DEDUCTION FROM TITLE

SURVEY: THIS PLAN IS / ~~IS NOT~~ BASED ON SURVEY
 THIS SURVEY IS CONNECTED TO PERMANENT MARK No(s)


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	POWERLINE	16	THIS PLAN - SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000	SPI ELECTRICITY PTY LTD

LTO USE ONLY
 STATEMENT OF COMPLIANCE / EXEMPTION STATEMENT

RECEIVED
 DATE 20/03/06

LTO USE ONLY
 PLAN REGISTERED
 TIME 3:46 P.M.
 DATE 4/04/06

 Assistant Registrar of Titles

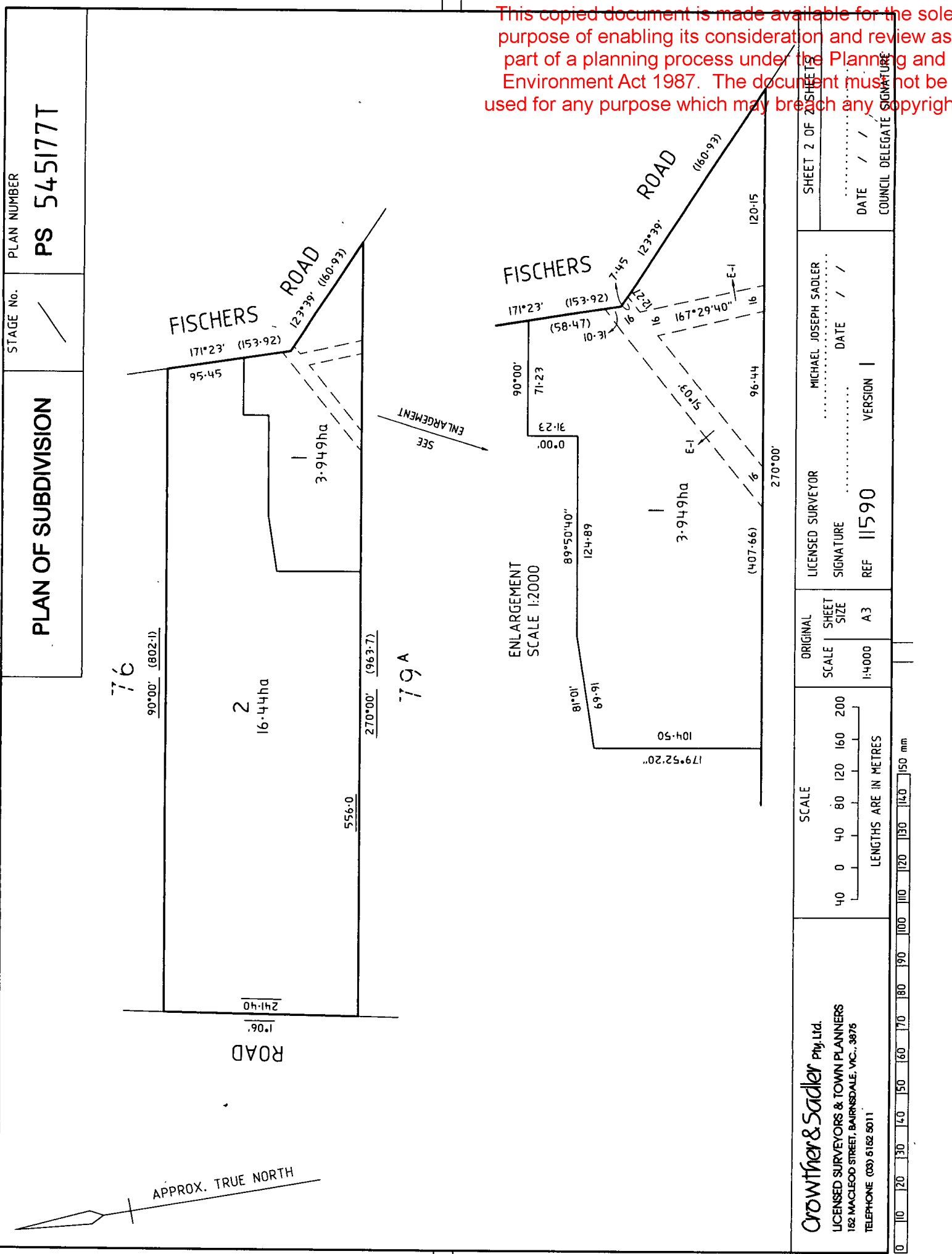
SHEET 1 OF 2 SHEETS

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

LICENSED SURVEYOR MICHAEL JOSEPH SADLER
 SIGNATURE DATE 29 / 11 / 05
 REF 11590 VERSION 1

DATE 3 / 02 / 06
 COUNCIL DELEGATE SIGNATURE

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PLAN NUMBER
PS 545177T

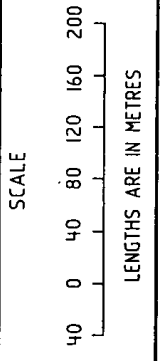
STAGE No. /

PLAN OF SUBDIVISION

SHEET 2 OF 2 SHEETS
DATE / /
COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR
SIGNATURE
REF **11590**
VERSION |
MICHAEL JOSEPH SADLER
DATE / /

ORIGINAL SCALE
SHEET SIZE
SCALE 1:4000
A3



Crowtcher & Sadler Pty. Ltd.
LICENSED SURVEYORS & TOWN PLANNERS
182 MACLEOD STREET, BAIRNSDALE, VIC., 3875
TELEPHONE (03) 6162 5011





AE236314D

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Section 181

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

Planning and Environment Act 1987

Lodged by:
Eastcoast Conveyancing
PO Box No 695
Bairnsdale 3875
Ph: 03 51521171
Customer Code: 549U

Privacy Collection Statement
The information from this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry

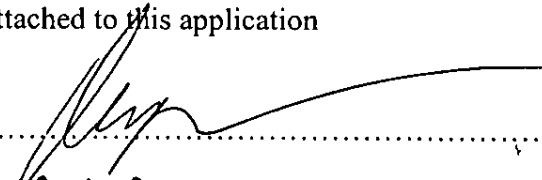
The Authority having made an agreement referred to in section 181 (1) of the Planning and Environment Act 1987 requires a recording to be made in the Register for the land.

Land **VOLUME 4378 FOLIO 524**

Authority **EAST GIPPSLAND SHIRE COUNCIL
273 MAIN STREET, BAIRNSDALE**

Section and Act under which agreement made: **Section 181(1) Planning & Environment Act 1987**

A copy of the agreement is attached to this application

Signature for the Authority.....

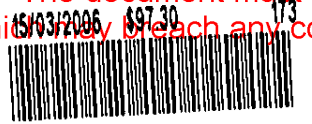
Name of Officer **RAY SMITH, ACTING MANAGER DEVELOPMENT**
(full name)

Date: **6/02/2006**

ADVERTISED

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AE236314D



EAST GIPPSLAND SHIRE COUNCIL

-and-

Dean Ian BACKMAN

Section 173 Agreement

PLANNING AND ENVIRONMENT ACT 1987

SECTION 173 AGREEMENT

THIS AGREEMENT is made the 1st day of February 2006

BETWEEN:

EAST GIPPSLAND SHIRE COUNCIL
of 273 Main Street, Bairnsdale in the State of Victoria

("Council")

-and-

Dean Ian BACKMAN
PO Box 85, Bairnsdale in the State of Victoria

("the Owner")

INSTRUCTION

- A. The Council is the Responsible Authority for the Planning Scheme under the Act.
- B. The Owner is the registered proprietor of CA 81, Parish of Wy Yung being the land contained in Certificate of Title Volume 4378 Folio 524 and located at 225 Fischers Road, Wy Yung .(the land)
- C. The Owner has obtained a Planning Permit from the Council to carry out a development of the land.
- D. As a condition of the Planning permit, the owner must enter into an agreement pursuant to Section 173 of the Act to be registered on the title which addresses the issues stated in the Planning permit

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15/03/2006 \$97.30 173



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IT IS AGREED:

1. DEFINITIONS

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise –

- 1.1 **"the Act"** means the Planning & Environment Act 1987.
- 1.2 **"this Agreement"** means this agreement and any agreement executed by the parties expressed to be supplemental to this Agreement.
- 1.3 **"the endorsed Plan"** means the plan, endorsed with the stamp of Council, that forms part of the Planning Permit.
- 1.4 **"Owner"** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject land or any part of it and includes a Mortgagee-in-possession.
- 1.5 **"Planning Permit"** means the Planning Permit referred to in recital C of this Agreement.
- 1.6 **"Planning Scheme"** means the East Gippsland Planning Scheme and any other planning scheme which applies to the subject land.
- 1.7 **"Subject Land"** means the land situated at **225 Fischers Road, Wy Yung** in the State of Victoria being the land referred to in certificate of Title Volume **4378 Folio 524** and any reference to the Subject Land in this Agreement will include a reference to any lot created by the subdivision of the Subject Land or any part of it.
- 1.8 **"Mortgage"** means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

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 a reference to each other gender.
- 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 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulations or Planning Scheme.
- 2.6 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.7 The Obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land PROVIDED THAT if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3. SPECIFIC OBLIGATIONS OF THE OWNER

The Owner covenants and agrees that –

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3.1 Development in accordance with Endorsed Plans

the Subject Land shall only be developed in accordance with the Endorsed Plans, and the notation thereon, of the Planning Permit or any subsequent amendment to the plan approved by Council.

3.2 No further subdivision of this site as to create any additional allotments

Councils Costs to be paid

the Owner must pay to the Council, the Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of the Agreement and until those costs are paid they will remain a debt of the Owner to the Council.

4. FURTHER OBLIGATIONS OF THE OWNER

The Owner further covenants and agrees that –

4.1 Notice and Registration

the Owner will bring this Agreement to the attention of all prospective purchasers, mortgages, transferees and assigns;

4.2 Further actions

4.2.1 the owner will do all things necessary, including signing any further agreements, undertakings, covenants and consents, approvals or other documents necessary for the purpose of ensuring that the Owner carries out the Owner's covenants under this Agreement and to enable the Council to enforce the performance by the Owner of such covenants and undertakings;

4.2.2 the Owner will consent to the Council making application to the Registrar of Titles to make a recording of this Agreement in the Registrar on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable the Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgage or caveator to enable the recording to be made in the Register under that Section;

4.3 Exemption

the Owner will exempt the Council, its employees, contractors and agents from and against all costs, expenses, losses or damages whatsoever which they or any of them may incur or suffer, or be or become liable for or in respect of any suit, action, proceeding, judgement or claim brought by any non-compliance thereof.

5. AGREEMENT UNDER SECTION 173 OF THE ACT

The Council and the Owner agree that without limiting or restricting their respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.

6. OWNERS WARRANTIES

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

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15/03/2015 \$97.20
 Printed 20/01/2025
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7. SUCCESSORS IN TITLE

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

- 7.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 7.2 execute 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 by delivering it personally;
- 8.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time: or
- 8.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party hand delivery or prepaid post.

8.2 A Notice or other communication is deemed served:

- 8.2.1 if delivered, on the next following business day;
- 8.2.2 if posted, on the expiration of two business days after the day of posting; or
- 8.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

8.3 No Waiver

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

8.4 Severability

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

8.5 No Fettering of the Council's Powers

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

9. COMMENCEMENT OF AGREEMENT

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

10. ENDING OF AGREEMENT

This Agreement may be ended by Agreement between Council and the Owner.

AE236314D

15/03/2025 Printed 20/01/2025

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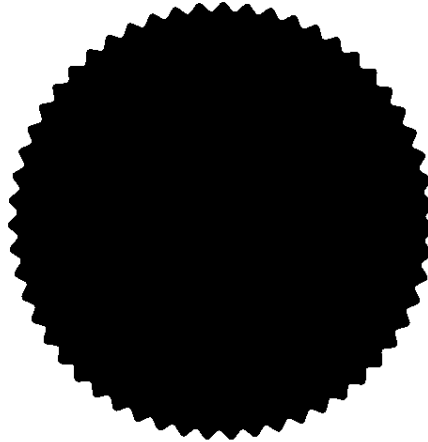


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EXECUTED by the parties on the date set out at the commencement of this Agreement.

The COMMON SEAL of the EAST GIPPSLAND SHIRE COUNCIL was affixed on behalf of Council by authority of the Chief Executive Officer on the 1st day of February 2006 in the presence of:



[Handwritten signature]
.....
P. Wiseman
.....

SIGNED SEALED AND DELIVERED by Dean Ian BACKMAN in the presence of:

DB
[Handwritten signature]
.....

[Handwritten signature]
.....
Witness

MORTGAGEE'S CONSENT

National Australia Bank as mortgagee of registered mortgage AD277107L 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.

[Handwritten signature]
.....

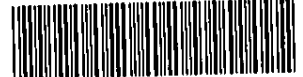
PETER CLARK
BUSINESS BANKING MANAGER
EMP # 543832



For and on behalf of the Mortgagee.

AE236314D

15/03/2006 \$97.30 173



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

VOLUME 10362 FOLIO 143

Security no : 124121012815K
Produced 06/01/2025 02:04 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 413108C.
PARENT TITLE Volume 09579 Folio 268
Created by instrument PS413108C 30/12/1997

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
JOHN WILLIAM REES
DIANA CAROLE BEGGS
AU020537W 05/02/2021

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.

DIAGRAM LOCATION

SEE PS413108C 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: 360 HODGES ESTATE ROAD ELLASWOOD VIC 3875

ADMINISTRATIVE NOTICES

NIL

DOCUMENT END

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PLAN OF SUBDIVISION	STAGE No. _____	LTO USE ONLY EDITION 1	PLAN NUMBER PS 413108 C
----------------------------	-----------------	----------------------------------	-----------------------------------

LOCATION OF LAND

PARISH: WY YUNG

TOWNSHIP: —

SECTION: —

CROWN ALLOTMENT: 79A (PART)

CROWN PORTION: —

LTO BASE RECORD:
TITLE REFERENCES: VOL 9579 FOL 268

LAST PLAN REFERENCE/S: LP 126911 LOT 4

POSTAL ADDRESS: 340 HODGES ESTATE ROAD,
(At time of subdivision) BAIRNSDALE, 3875

AMG Co-ordinates (of approx centre of land in plan) E 550 000 N 5817 700 ZONE: 55

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME: EAST GIPPSLAND SHIRE COUNCIL REF: 97/00207/PS

1. This plan is certified under Section 6 of the Subdivision Act 1988.

~~2. This plan is certified under Section 11(7) of the Subdivision Act 1988.
Date of original certification under Section 6. / /~~

~~3. This is a statement of compliance issued under Section 21 of the Subdivision Act 1988.~~

OPEN SPACE

(i) A requirement for public open space under Section 18 of the Subdivision Act 1988 ~~has~~/has not been made.

~~(ii) The requirement has been satisfied.~~

~~(iii) The requirement is to be satisfied in Stage~~

Council Delegate
~~Council Seal~~
Date 9 / 9 / 97

Re-certified under Section 11(7) of the Subdivision Act 1988.

Council Delegate
Council Seal
Date / /

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

NOTATIONS

STAGING This is/ is not a staged subdivision.
Planning permit No. 77-89-0087 & 97/00207/PS

DEPTH LIMITATION 15.24 METRES BELOW THE SURFACE

SURVEY THIS PLAN IS ~~AS NOT~~ BASED ON SURVEY
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
E - 1	POWER LINE	11	THIS PLAN - SECTION 44 OF THE ELECTRICITY INDUSTRY ACT 1993	EASTERN ENERGY LTD.

LTO USE ONLY


STATEMENT OF COMPLIANCE/
EXEMPTION STATEMENT

RECEIVED

DATE: 29 / 12 / 97

LTO USE ONLY

PLAN REGISTERED
TIME 2.50 PM
DATE 30 / 12 / 97



Assistant Registrar of Titles

SHEET 1 OF 2 SHEETS

Crowther & Sadler Pty Ltd
CONSULTING SURVEYORS
152 MACLEOD STREET, BAIRNSDALE, 3875
TELEPHONE (03) 5152 5011

LICENSED SURVEYOR (PRINT) MICHAEL JOSEPH SADLER

SIGNATURE DATE 1 / 8 / 97

REF **8390** VERSION |

DATE 9 / 9 / 97

COUNCIL DELEGATE SIGNATURE

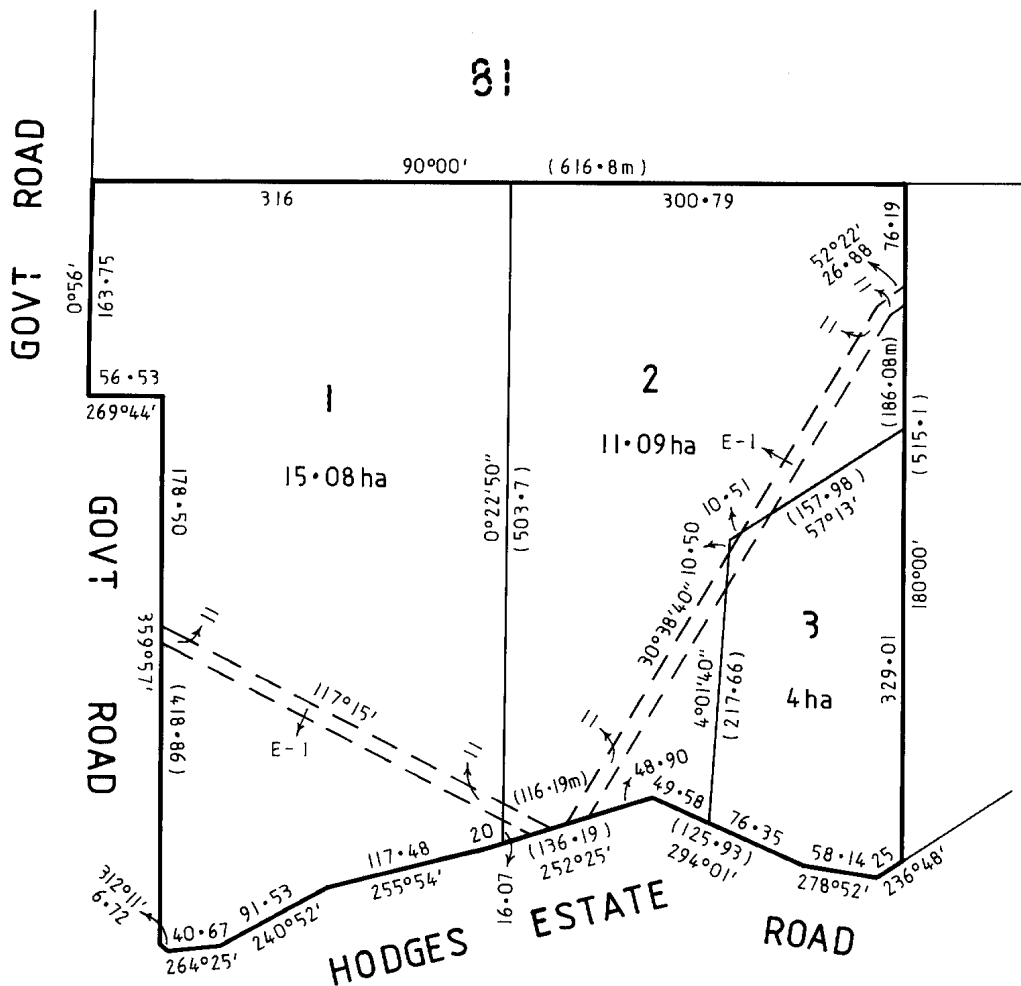
ORIGINAL SHEET SIZE A3

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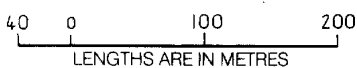
PLAN OF SUBDIVISION

STAGE NO. 1 PLAN NUMBER

PS 43108C



Crowther & Sadler Pty Ltd
 CONSULTING SURVEYORS
 152 MACLEOD STREET, BAIRNSDALE, 3875
 TELEPHONE (03) 5152 5011



ORIGINAL
 SCALE SHEET SIZE
 1:4,000 A3

LICENSED SURVEYOR (PRINT) MICHAEL JOSEPH SADLER
 SIGNATURE DATE 1 / 8 / 97
 REF 8390 VERSION 1

SHEET 2 OF 2 SHEETS

DATE 9 / 9 / 97

COUNCIL DELEGATE SIGNATURE

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spire

PLANNING REPORT

BOUNDARY REALIGNMENT – 75 ELLASWOOD
ROAD AND 360 HODGES ESTATE ROAD
ELLASWOOD
JANUARY 2025

1. INTRODUCTION AND EXPLANATION

This Planning Report has been prepared by Spiire in support of a planning permit application for the realignment of the boundary between two lots.

The purpose of the realignment is to facilitate the transfer of land *from* 75 Ellaswood Road *to* 360 Hodges Estate Road. The land to be transferred is desired by the owner of 360 Hodges Estate Road for the purpose of acquiring extra land in order to increase their agricultural activities (albeit on a hobby farm scale and in the form of grazing).

The owner of 360 Hodges Estate Road prefers to permanently acquire the land as opposed to leasing it as they intend to invest significant capital in the soils, sow grass seed and other associated grazing infrastructure. As you would expect, they are not prepared to invest the capital into land that they do not permanently own.

As a result, the proposed realignment would transfer land from one lot to another.

No buildings and works are proposed, no vegetation removal is proposed.

All of the land to be transferred is currently already used for the purpose of grazing animal production. As a result no new uses are proposed, or arise from the realignment of the boundary between these lots.

No new uses (including dwellings) are created 'as of right' as a result of this subdivision.

Essentially, this application relates to re-drawing lines on a map. The subdivision alone will see no actual change to the land itself on the land. Future changes may occur once the land is transferred however any subsequent buildings or works that might trigger a permit will be sought at the appropriate time and consequently they do not form part of this application.

While at face value it might appear that Lot 2 has the potential for further subdivision, when having regard to the lot configuration of all adjoining land it is clear that there is no practical way to subdivide Lot 2. There is also the presence of an existing S173 agreement that will transfer to the subsequent titles and this will have the effect of prohibiting any possible further subdivision.

It is also noted that the S173 agreement does not prevent the grant of a permit for the realignment of boundaries – it simply prevents the creation of more than one lot out of the current lot.

For clarity – the use of land for two dwellings has already approved under planning permit 5.2022.360.1 which gave approval for *Use and Development of Land for Two Dwellings and Construction of an associated outbuilding and within an Erosion Management Overlay*

The subdivision plans for this application refer to approved dwellings (as in, approved by permit 5.2022.360.1). They are shown on the plans for context only. The planning permit is still live by virtue of the outbuilding having been constructed.

2. THE PROPOSAL

The permit application relates to:

- ▶ 75 Ellaswood Road Ellaswood (Lot 2 PS545177 – but from now on referred to as Lot 1).
- ▶ 360 Hodges Estate Road Ellaswood (Lot 2 PS413108 – but from now on referred to as Lot 2).

The proposal seeks to transfer approx. 8 hectares of land from Lot 2 PS545177 to Lot 2 PS413108.

Lot 1 is currently 16.4 hectares in area will be 8.44 hectares in area.

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Lot 2 is currently 11.2 hectares in area and will be 19.09 hectares in area.

Access is provided by a 17m wide neck between the properties, and while this looks slightly odd from a birds eye view perspective – the ‘on the ground’ outcome is both practical and legal.

A copy of the proposed plan of subdivision is shown below:

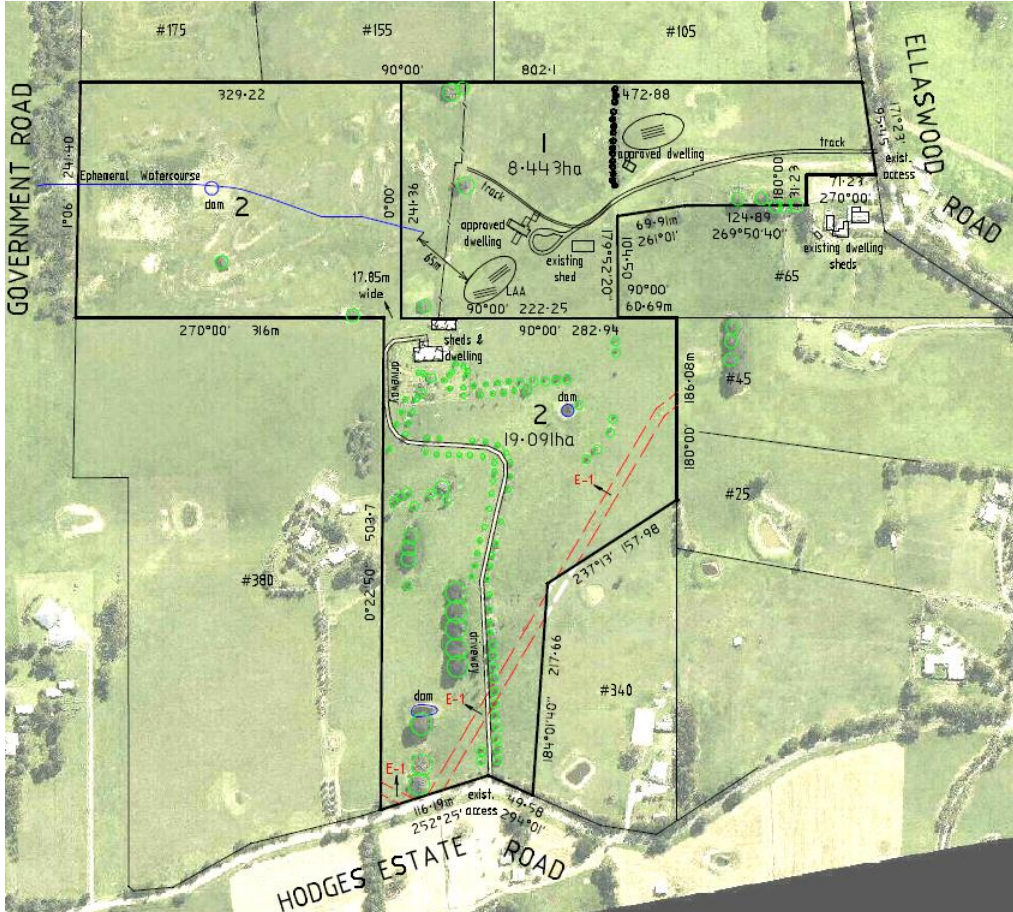


Fig. 1 – The proposed subdivision plan.

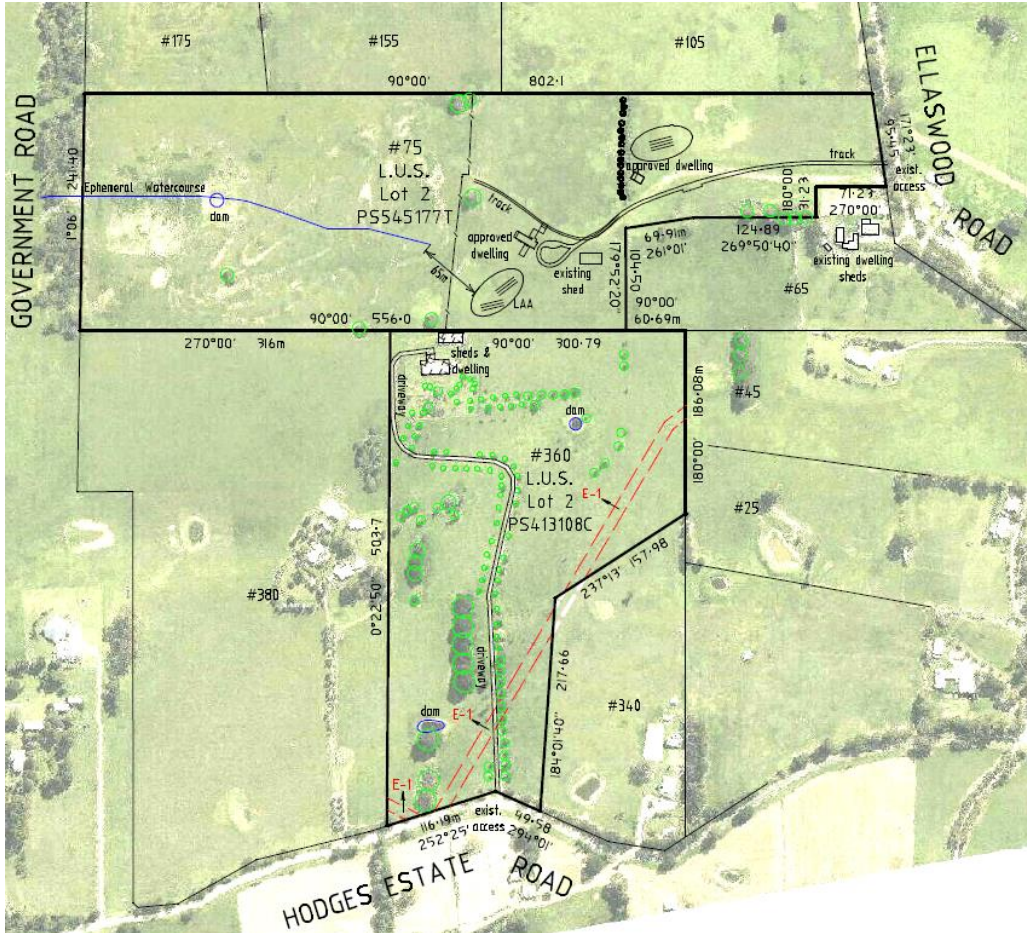


Fig. 2 – The current lot boundaries.

3. EAST GIPPSLAND PLANNING SCHEME

The following controls of the East Gippsland Planning Scheme (Scheme) apply to the land:

- ▶ Rural Living Zone – Scheule 3 (minimum lot size is 8 hectares)
- ▶ Erosion Management Overlay (only parts of the land)
- ▶ Vegetation Protection Overlay – Schedule 1 (only along the road frontages).

The subdivision triggers a permit by virtue of the following clauses of the Scheme:

- ▶ Clause 35.03-3 (RLZ) – A permit is required to subdivide land.
- ▶ Clause 44.01-5 (EMO) – A permit is required to subdivide land.

The proposal is permissible under the provisions of the zone as each lot meets the minimum lot requirements.

There is no permit trigger under the VPO as no vegetation is proposed to be removed.

In terms of application requirements, the EMO requires an application to be accompanied by a Geotechnical Risk Assessment. The EMO also says that the Responsible Authority may require one where appropriate. In this instance, the subdivision relates to lines on a map rather than any physical changes to the landscape. Not even minor works such an internal access track are proposed. As such,

we submit that a GRA would offer no real or practical information that would assist the Responsible Authority in making its decision. A GRA would be a purely box ticking document that can not provide any meaningful information. This subdivision proposes no change to the land itself – therefore the erosion risk is latently nil as a result of this subdivision. Subsequently we respectfully request that the need to provide a GRA be waived.

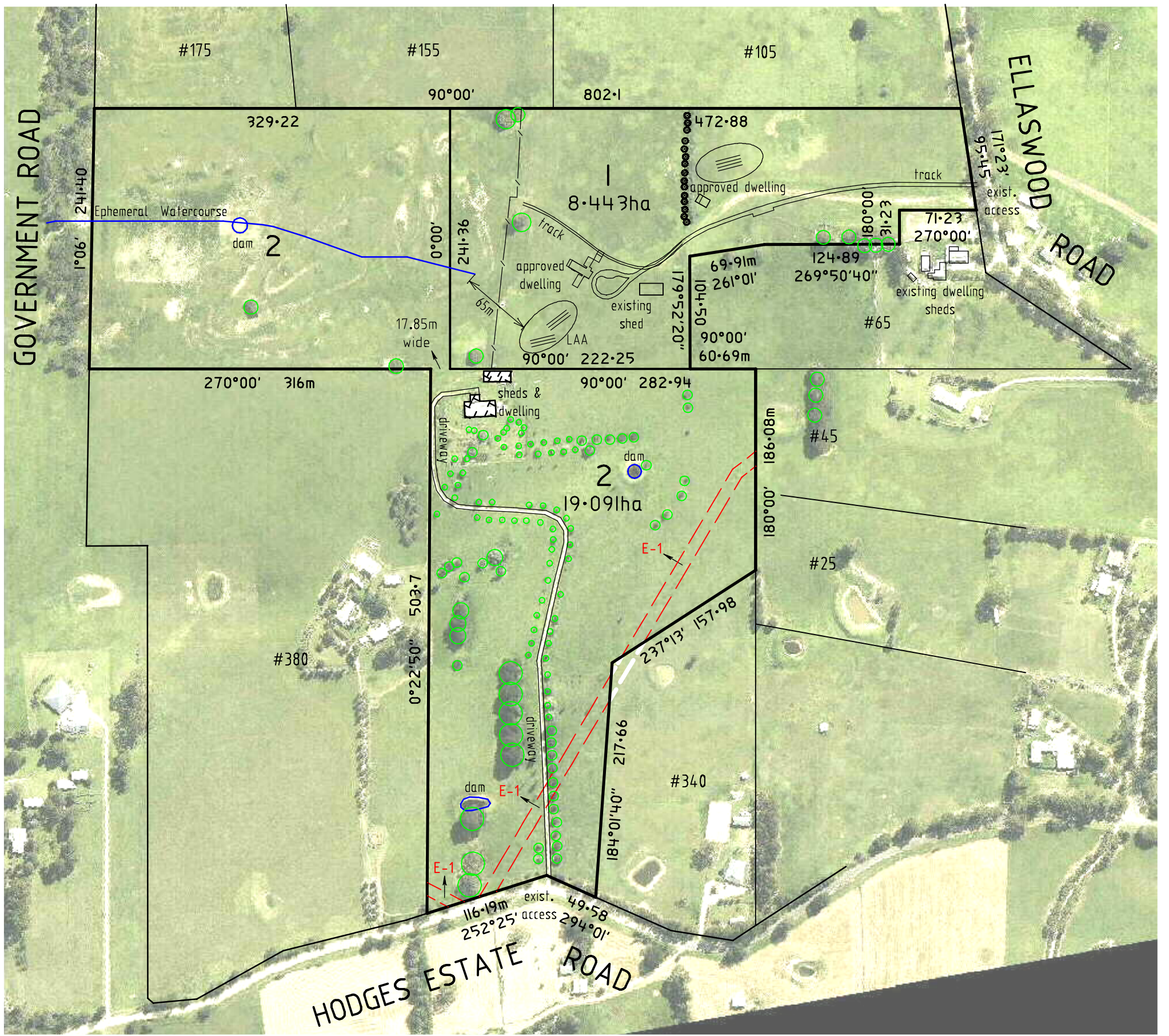
4. POLICY RESPONSE

The permit application is consistent with the Scheme for the following reasons:

- ▶ The subdivision facilitates an improvement in the efficiency and activation of the land as supported by Clause 02.03-4.
- ▶ The subdivision supports the broader East Gippsland economic and social wellbeing by enabling agricultural improvement and an increase in production (albeit at a hobby farm scale). This is supported by Clauses 02.03-6 and 14.01-1S.
- ▶ The subdivision results in a hobby farm of a rural residential scale to grow sustainably as supported by Clause 16.01-3S.
- ▶ The lot layout is generally in keeping with the pattern of land use in the area and does not disrupt the character of the area as supported by Clause 65.02.
- ▶ The subdivision will not create any potential for erosion risk as required by Clause 13.04-2L.

5. CONCLUSION

The proposal is a sound planning outcome that is supported by the Scheme. The boundary realignment is simple and straight forward in nature. It is respectfully requested that a permit be granted for the realignment of the boundaries between the two lots.



EASEMENT:
E-1: powerline easement 11m wide

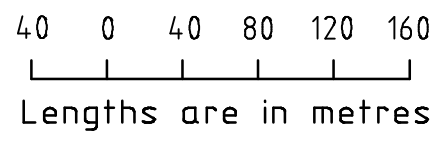
- This is not a Title survey.
- See Certificate of Title for Easement details.
- Only significant trees are shown on this plan.
- Whilst every effort has been made to locate all feature details within the surveyed area SK Spatial will not be held responsible for features hidden, obscured or under construction at the time of survey.
- No underground features have been located unless specifically shown.
- All data shown on this plan is an accurate representation of the subject site at the time of survey.
- Data on this plan may only be manipulated with permission from SK Spatial Pty Ltd.



Sheet 1 of 1

OnePlan
LAND DEVELOPMENT GROUP
LICENSED LAND SURVEYORS

P:1300 853 157
M:0400 543 157
sks@oneplangroup.com.au
www.oneplangroup.com.au
GIPPSLAND - MELBOURNE



Site Context Plan with aerial Image & Proposed Subdivision Plan

Notations
This is not a Title survey.
See Certificate of Title for Easement details.
Lot 2 on PS413108C: 11.09ha
Lot 2 on PS545177T: 16.44ha
Total site area: 27.53ha

Peterson
360 Hodges Estate Road &
75 Ellaswood Road, Ellaswood, 3875
East Gippsland Shire

Plan No.	Scale	Drawn
211646a SCPR-2	1:4000 - A3	28/11/2024

Parish of Wy Yung
Crown Allotments: 79A (part) & 81 (part)
Lot 2 on PS413108C & Lot 2 on PS545177T
Paracentroid (MGA2020) : E 550 210, N 5818 130