

Form 3

NOTICE OF AN APPLICATION FOR AN AMENDMENT TO A PLANNING PERMIT

The land affected by the application is located at:	310 Lake Victoria Road EAGLE POINT 3878 Lot: 2 LP: 542284, Lot: 2 PS: 636920
The application is to amend permit number 5.2019.5.1 by:	<ul style="list-style-type: none"> • <i>Change to the endorsed plans to remove detached dwelling.</i> • <i>Convert component of shed to a dwelling</i> • <i>Alter setbacks of development</i> • <i>Deletion of Condition 2 of approved permit</i>
The application reference number is:	5.2019.5.2
The applicant for the amendment to the permit is:	Crowther & Sadler Pty Ltd

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.

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

Page 1 of 1

VOLUME 11352 FOLIO 091

Security no : 124112998061Y
Produced 28/02/2024 08:34 AM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 636920J.
PARENT TITLES :
Volume 10959 Folio 032 to Volume 10959 Folio 033
Created by instrument PS636920J 14/05/2012

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
THOMAS PETER WOOLVEN
AS969253L 07/02/2020

ENCUMBRANCES, CAVEATS AND NOTICES

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

AGREEMENT Section 173 Planning and Environment Act 1987
AE639373P 02/10/2006

AGREEMENT Section 173 Planning and Environment Act 1987
AJ502534N 21/02/2012

DIAGRAM LOCATION

SEE PS636920J 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: 310 LAKE VICTORIA ROAD EAGLE POINT VIC 3878

ADMINISTRATIVE NOTICES

NIL

DOCUMENT END

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PS636920J

09/05/2012 17:31:30 PS

PLAN OF SUBDIVISION

STAGE No.

LR USE ONLY

EDITION 1

LOCATION OF LAND

PARISH: BAIRNSDALE
TOWNSHIP: —
SECTION: —
CROWN ALLOTMENT: 173B (PART)
CROWN PORTION: —

TITLE REFERENCES: VOL 10959 FOL 032
VOL 10959 FOL 033

LAST PLAN REFERENCE: LOTS 1 & 2 - PS542284J

POSTAL ADDRESS: 300 & 310 LAKE VICTORIA ROAD,
(At time of subdivision) EAGLE POINT, 3880

MGA 94 CO-ORDINATES: E 558 160
(Of approx. centre of land in plan) N 5802 600 ZONE: 55

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME: EAST GIPPSLAND SHIRE COUNCIL REF: 83/2010/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 *[Signature]*
~~Council seat~~
Date 10 / 09 / 2010
~~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 280/2010/P

DEPTH LIMITATION DOES NOT APPLY

WATERWAY NOTATION:
LOT 1 IN THIS PLAN MAY ABUT CROWN LAND THAT MAY BE
SUBJECT TO A CROWN LICENCE TO USE

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	14	PS542284J - SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000	SPI ELECTRICITY PTY LTD

LR USE ONLY

STATEMENT OF COMPLIANCE / EXEMPTION STATEMENT

RECEIVED ☒

DATE 9 / 05 / 2012

LR USE ONLY

PLAN REGISTERED

TIME 12:02pm

DATE 14 / 05 / 2012

SN
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 *[Signature]*

DATE 22 / 6 / 2010

REF 13938

VERSION 3

DATE 20 / 09 / 2010

COUNCIL DELEGATE SIGNATURE *[Signature]*

ORIGINAL FILE SIZE 115

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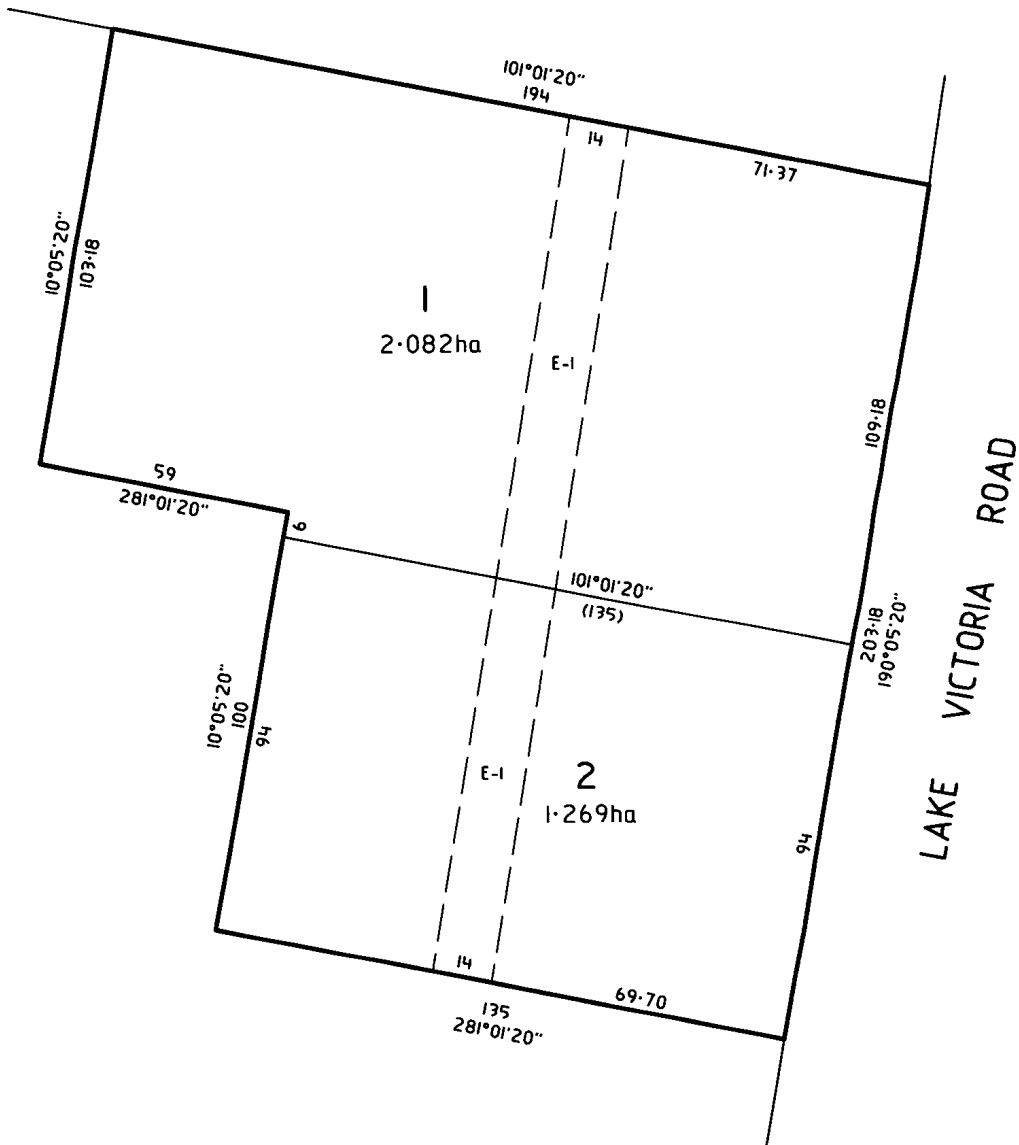
PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 6369201

MGA94 ZONE 55



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

ORIGINAL
 SHEET SIZE A3
 SCALE 1:1250
 SCALE 12.5 0 12.5 25 37.5 50
 LENGTHS ARE IN METRES

LICENSED SURVEYOR
 SIGNATURE *[Signature]*
 REF 13938
 MICHAEL JOSEPH SADLER
 DATE 22/6/2010
 VERSION 3

SHEET 2 OF 2 SHEETS

[Signature]
 DATE 20/09/2010
 COUNTY OF TOWN SIGNATURE

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AE639373P



LODGED BY Warren, Graham & Murphy,
CODE 1716W VICTORIA

Titles Office Use Only

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

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

LAND	Certificate of Title Volume 10959 Folios. 032, 033 & 034
ADDRESS OF LAND	Lake Victoria Road, Forge Creek
RESPONSIBLE AUTHORITY	East Gippsland Shire Council
PLANNING SCHEME	East Gippsland Planning Scheme
AGREEMENT DATE AGREEMENT WITH	

A copy of the Agreement is attached to this Application

Signature of the Responsible Authority

[Signature]

Name of Officer

AARON HOLLOWAY, MANAGER DEVELOPMENT

Date

29/06/2006

KL 02/10/06

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PLANNING AND ENVIRONMENT ACT 1987

SECTION 173 AGREEMENT

THIS AGREEMENT is made the day of 2006
BETWEEN

EAST GIPPSLAND SHIRE COUNCIL
273 Main Street, Bairnsdale

("Council")

- and -

TREVOR JOHN ROBINSON

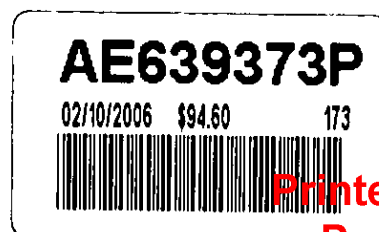
("the Owner")

WHEREAS

- A. The Owner is the registered proprietor of all that piece of land being the whole of the land described in Certificate(s) of Title Volume ~~10939~~ Folios ~~032, 033 & 034~~
- B. The Owner has made application to the Council for a Planning Permit.
- C. The Council has issued Planning Permit Number 735/2004/P subject to certain conditions, one of which is that the parties enter into an agreement pursuant to Section 173 of the Planning and Environment Act.

NOW THIS AGREEMENT WITNESSETH:

- 1. The parties confirm the recitals to this agreement.
- 2. This agreement is made pursuant to Section 173 of the Planning & Environment Act.
- 3. The Owner covenants:-
 - (a) Lot 3 on the approved plan of subdivision as part of planning permit 735/2004/P must not be further subdivided so as create any additional lots.
 - (b) Any building development on either of lots 1 or 2 on the approved plan of subdivision must be within the approved building envelope.



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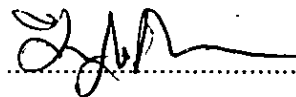
4. The Owner must not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the land or any part of it without first disclosing to its successors the existence and nature of this agreement.
5. The parties acknowledge and agree that the covenants and agreements entered into by the Owner in this agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the land and which shall bind the Owner, his successors, assignees and transferees, the registered proprietors for the time being of the land and every part thereof.

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

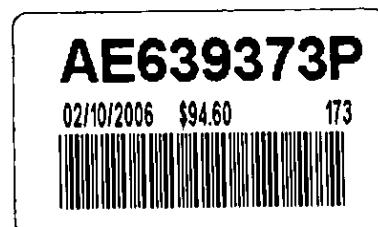
The **COMMON SEAL** of **EAST GIPPSLAND**
SHIRE COUNCIL was affixed on behalf of)
Council by authority of the Chief Executive)
Officer on the 29th day of June)
2006, 2000 in exercise of the power delegated)
under Administrative Procedures (Use of)
Common Seal) Local Law in the presence of)



SIGNED by the said TREVOR JOHN)
ROBINSON in the presence of)



J. T. (witness)



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EAST GIPPSLAND SHIRE COUNCIL

- and -

TREVOR JOHN ROBINSON

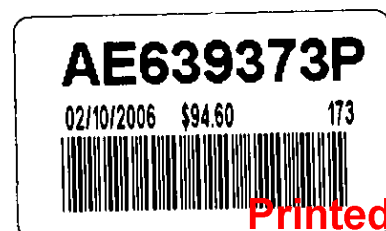
AGREEMENT UNDER SECTION 173
OF THE PLANNING AND ENVIRONMENT
ACT 1987

WARREN GRAHAM & MURPHY,
Solicitors,
119 Main Street,
BAIRNSDALE VIC 3875

REF: GRA:sk robinson.s173.doc)

TEL: (03) 51522 661

D.X.: 82201, Bairnsdale



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Section 181

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

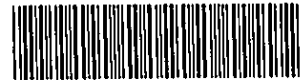
Planning & Environment Act 1987

Privacy Collection Statement

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AJ502534N

21/02/2012 \$107.50 173



Lodged by:

Name: WARREN GRAHAM & MURPHY
Phone: (03) 5152-2661
Address: 119 Main Street, Bairnsdale
Ref: PJC:jl:109210
Customer Code: 1716W

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: Certificates of Title Volume 10959 Folio 033 and Volume 10959 Folio 032

Authority: East Gippsland Shire Council, Corporate Centre, 273 Main Street, Bairnsdale, 3875

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

A copy of the Agreement is attached to this Application.

Signature for the Authority:

Name of Officer:

Aaron Hollow, Manager Development
(full name)

Date:

20/02/2012

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Date 20 / 02 / 2012

**Agreement under Section 173
of the Planning and Environment Act 1987**
Subject Land: 300 & 310 Lake Victoria Road, Eagle Point

East Gippsland Shire Council
and

Heath Benjamin Taylor, Elizabeth Margaret Taylor,
David Robert Dixon and Anna Christine Dixon,

AJ502534N

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21/02/2012 \$107.50 173

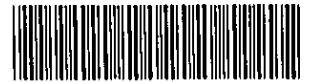


Agreement under Section 173 of the Planning and Environment Act 1987

DATE 20 / 02 / 2012

AJ502534N

21/02/2012 \$107.50 173



BETWEEN

EAST GIPPSLAND SHIRE COUNCIL
of Corporate Centre, 273 Main Street, Bairnsdale

(Council)

AND

HEATH BENJAMIN TAYLOR and ELIZABETH MARGARET TAYLOR
of 350 Lake Victoria Road, Eagle Point 3878
as to the land currently contained in Certificate of Title Volume 10959 Folio 033
and

DAVID ROBERT DIXON and ANNA CHRISTINE DIXON
of 22 Fahey Crescent, Yallambie 3085
as to the land currently contained in Certificate of Title Volume 10959 Folio 032

(Owner)

RECITALS

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. On 2 July 2010 Council issued Planning Permit No. 280/2010/P (**Planning Permit**) allowing the Subject Land to be subdivided into two lots in accordance with the Endorsed Plans. Condition 3 of the Planning Permit requires the Owner to enter into this Agreement to provide for the matters set out in that condition. A copy of the Planning Permit is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.
- D. Condition 3 of the Planning Permit provides that:

"Before the issue of the statement of compliance the owner of the land must enter into an agreement with the responsible authority in accordance with Section 173 of the Planning & Environment Act 1987, which will provide that the lots created by planning permit 280/2010/P may not be further subdivided so as to increase the number of lots.

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

- E. As at the date of this Agreement, the Subject Land is encumbered by Mortgage No. AG605011A in favour of the Mortgagee, Westpac Banking Corporation (as to Certificate of Title Volume 10959 Folio 032) and Mortgage No. AE677705A in favour of the Mortgagee, National Australia Bank (as to Certificate of Title Volume 10959 Folio 033). The

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Mortgagees have consented to the Owner entering into this agreement with respect to the Subject Land.

F. The parties enter into this Agreement:

F.1 to give effect to the requirements of the Planning Permit; and

F.2 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

THE PARTIES AGREE

1. DEFINITIONS

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

Act means the *Planning and Environment Act 1987*.

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

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

lot means a lot on the Endorsed Plan.

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

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

party or parties means the Owner and Council under this Agreement as appropriate.

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 300 & 310 Lake Victoria Road, Eagle Point being the land referred to in Certificates of Title Volume 10959 Folio 033 and Volume 10959 Folio 032 and any reference to the Subject Land in this Agreement 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 a reference to each other gender.

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- 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 term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 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 agrees that once the subdivision authorised by the Planning Permit is registered, the Subject Land may not be further subdivided in any way so as to create an additional lot.

4. FURTHER OBLIGATIONS OF THE OWNER

4.1 Notice and Registration

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

4.2 Further actions

The Owner further covenants and agrees that:

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

4.3 Council's Costs to be Paid

The Owner further covenants and agrees that the Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, review, finalisation, engrossment, execution,



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registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.

5. AGREEMENT UNDER SECTION 173 OF THE ACT

Council and the Owner agree that 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 pursuant to Section 173 of the Act, and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Subject Land may be used and developed pursuant to the Planning Permit.

6. OWNER'S WARRANTIES

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

7. SUCCESSORS IN TITLE

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

- 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 to that party;
- 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 to 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 by hand delivery or prepaid post.

8.2 Service of Notice

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 7 business days after the date of posting; or



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

8.4 Severability

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

8.5 No Fettering of Council's Powers

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

9. COMMENCEMENT OF AGREEMENT

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

SIGNED, SEALED AND DELIVERED as a Deed by the parties on the date set out at the commencement of this Agreement.

The Common Seal of the East Gippsland Shire Council was hereunto affixed on the 20th day of February 2012 in the presence of:

.....
.....

Chief Executive

.....
.....

Witness

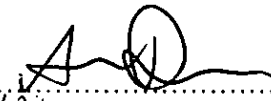


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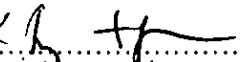
Signed by the said Heath Benjamin Taylor in the presence of:

X 
Witness

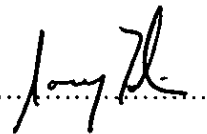
X 
Heath

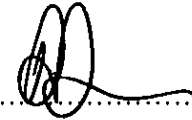
Signed by the said Elizabeth Margaret Taylor in the presence of:

X 
Witness

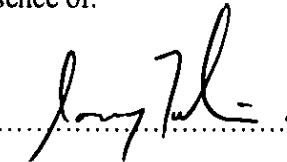
X 
Elizabeth

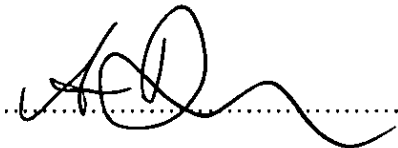
Signed by the said David Robert Dixon in the presence of:


Witness


David

Signed by the said ~~Christine~~ ^{Anna} Dixon in the presence of:


Witness


Anna

AJ502534N

21/02/2012 \$107.50 173



ADVERTISED

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Mortgagee's Consent

National Australia Bank as Mortgagee of registered mortgage No. AE677705A 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.

Executed by National Australia Bank Limited by its Attorney PING HUANG who holds the position of Level 3 Attorney under Power of Attorney dated 1/3/2007 (a certified copy of which is filed in Permanent Order Book No 277 Page 025 Item number 35) in the presence of:

Witness

PAUL MURFITT

Full Name

ACTION

AJ502534N



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Mortgagee's Consent

Westpac Banking Corporation as Mortgagee of registered mortgage No. AG605011A 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.

Please register and hand Certificate of Title/s to issue to Scott Ashwood Pty Ltd. Cust Code 1557Q

Signed [Signature]

Westpac Banking Corporation
ABN 33 007 457 141 the
Mortgagee under Mortgage
No. AG605011A HEREBY
CONSENTS to the within APPLICATION
Dated this 7th day of DECEMBER 2011
Westpac Banking Corporation
By its Attorney [Signature] Elizabeth Ann
General Power of Attorney dated 17 January 2001 filed in the
Permanent Order Book No. 277
at page 016.
in the presence of [Signature]
Signature of Witness [Signature]
Name of Witness (BLOCK LETTERS) [Signature]

AJ502534N
21/02/2012 \$107.50 173


Our ref: 20774

28 February 2024

Mr. Robert Pringle
Statutory Planning Coordinator
East Gippsland Shire Council
Via email: planning@egipps.vic.gov.au

Dear Robert,

**Re: Application to Amend Planning Permit 5/2019/P
310 Lake Victoria Road, Eagle Point**

We respectfully seek the amendment of Planning Permit 5/2019/P which approved the use and development of a dwelling at the abovementioned address. The application seeks to replace the endorsed plans and delete condition 2 of the permit.

Formally known as Lot 2 on PS 636920 or more commonly known as 310 Lake Victoria Road, Eagle Point the subject land is zoned Farming Zone 1. The property is subject to the Erosion Management Overlay, and partly affected by the Bushfire Management Overlay, Environmental Significance Overlay 1-43 and Vegetation Protection Overlay 1.



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



FS 520900



History

Planning Permit 5/2019/P was issued on 7 February 2019 approving the use and development of a dwelling on the subject land.



Extract from Endorsed Site Plan (7 February 2019)

The development of the land has commenced in part through the erection of a shed. The existing shed is constructed from Colorbond Monument Metal cladding with a cement floor. A Certificate of Final Inspection was issued by East Gippsland Building Permits for the shed on 12 August 2019.



Existing shed viewed from the east



Existing shed viewed from the south-east



Existing shed viewed from the south

Since the erection of the shed, the ownership of the land has changed. On 14 June 2023 an extension of time was issued by Council, meaning the Planning Permit will now expire on 7 February 2027 if the development is not completed.

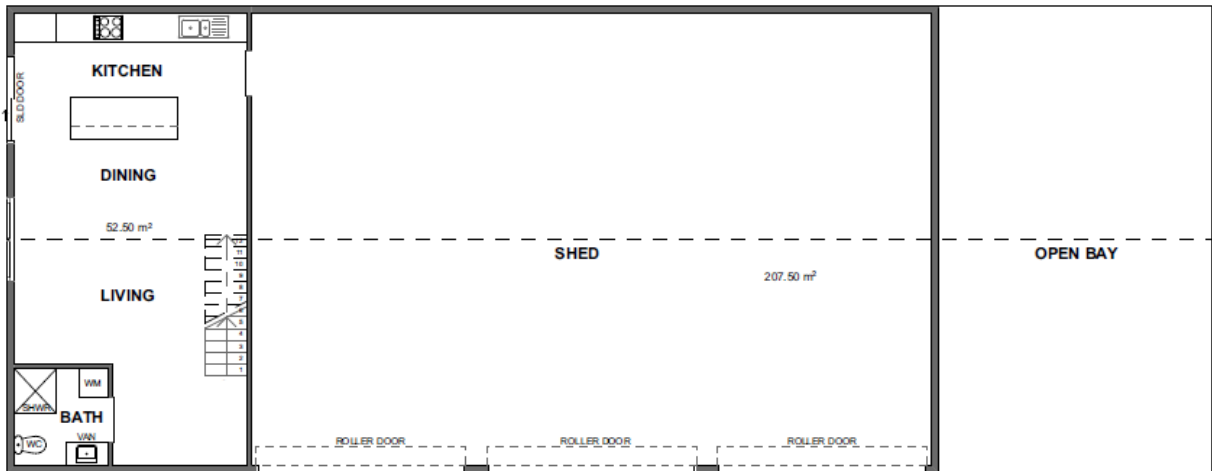
Proposal

The landowner has determined that rising construction costs prevent the proposed dwelling from being built at this stage. It is sought to convert part of the existing shed for use as a dwelling, with the majority of the structure to be retained for use as a shed.

Plans prepared by Tom Hardy Designs accompany this submission, detailing how the southernmost component of the existing shed is proposed to be converted to a dwelling.

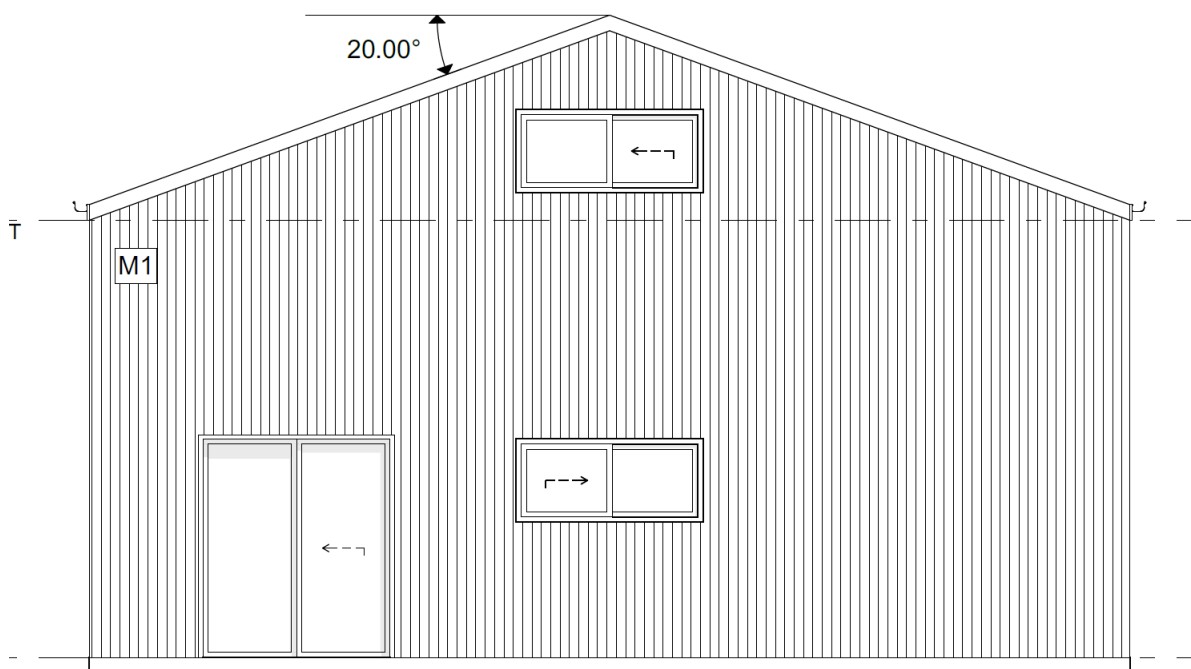
This will be achieved through the introduction of a loft bedroom at an upper level, and an open space kitchen, dining and living area at ground floor. A small bathroom is proposed to be installed in the south-eastern corner of the building footprint. The proposed dwelling will have a total floor area of 105m² across the two levels.

The balance of the shed, including three bays accessed via rollerdoors in the eastern elevation, and the open bay in the northernmost part of the shed footprint, will be retained without change.



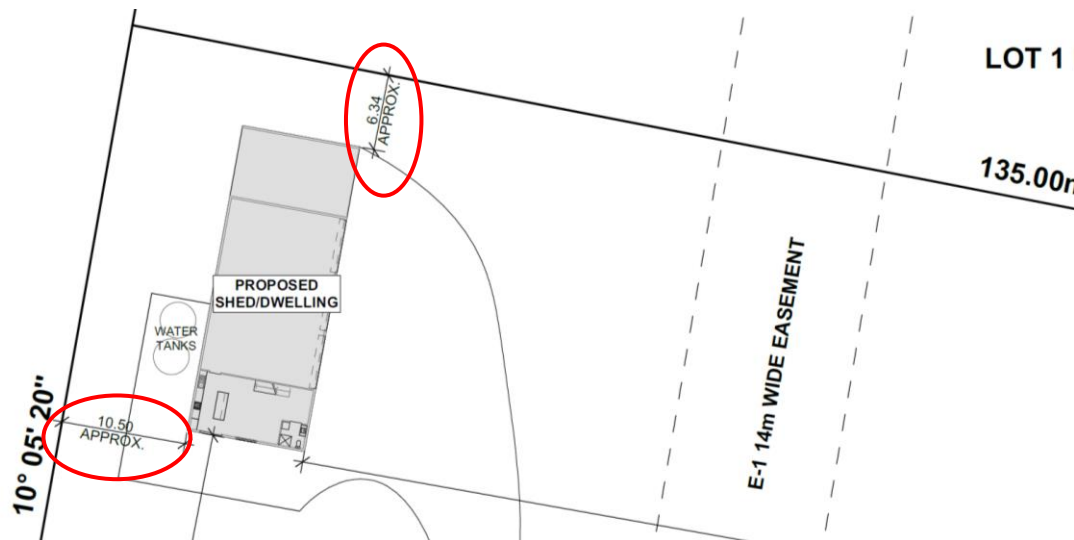
Ground Floor plan (Source: Tom Hardy Designs)

No additional openings are proposed within the exterior of the existing structure, with the proposed dwelling reliant on existing windows and openings within the southern elevation for solar access and ventilation.



Existing southern elevation (Source: Tom Hardy Designs)

In preparing plans to document the proposed conversion, it has become apparent that the existing shed has been sited in a slightly different location to that shown on the endorsed plans. Whilst the endorsed plans showed a 10m setback to both the northern and western boundaries, the shed has instead been constructed with a 6.34m setback from the northern boundary, and a 10.5m setback from the western boundary.



Extract from Site Plan (Source: Tom Hardy Designs)

The triggers for Planning approval associated with the subject Application have not changed from the original approval, summarised as follows:

Planning Scheme Clause No.	Description of what is Proposed
35.07-1 Farming Zone	Use of the land for a dwelling
35.07-4 Farming Zone	Buildings and works associated with a Section 2 use
44.06-2 Bushfire Management Overlay	Buildings and works associated with accommodation

Whilst the land is included within the Erosion Management Overlay, approval is not required given earthworks to establish the existing shed did not exceed one metre. Similarly

Part of the land is within the Environmental Significance Overlay 1–43 and Vegetation Protection Overlay 1. Consideration of these Overlay provisions is not required as the existing shed is located outside of the affected area, and access to the subject site exists with no need for vegetation removal.

Referral of the application pursuant to Section 55 of the *Planning and Environment Act 1987* is required to be made to the relevant fire authority (CFA).

Cultural Heritage

As was the case for the original Application, the subject Application does not require a Cultural Heritage Management Plan (CHMP) under the *Aboriginal Heritage Act 2006*. The use and development of a single dwelling is not a high impact activity as defined by the *Aboriginal Heritage Regulations 2018*.

Planning Policy

In short Council has already determined that the subject land is capable of being used and developed for the purposes of a dwelling and the proposed shed was considered to be consistent with the rural landscape character of the area.

Council's former local planning policy framework has recently been converted to the Municipal Planning Strategy however, a significant amount of the content of the Municipal Planning Strategy reflects that of the past policy. Council determined by issuing the permit that local policy would be achieved.

Farming Zone 1

The conversion of part of the existing shed to incorporate a small dwelling will continue to meet the requirements of Clause 35.07-2 of the Farming Zone relating to the *Use of the land as a dwelling*. Access to the land is obtained from Lake Victoria Road which is an all-weather road with dimensions adequate to accommodate emergency vehicles.

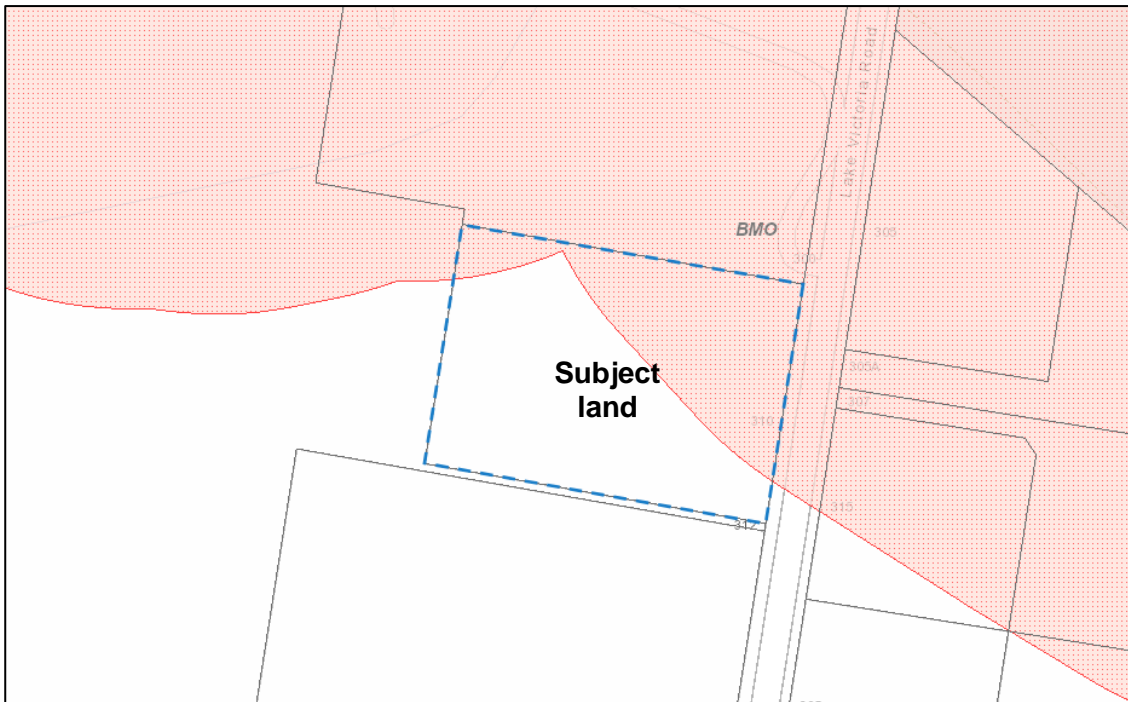
Given the absence of reticulated sewerage in the locality, Planning Permit 5/2019/P was supported by a land capability assessment that advised the property was capable of managing wastewater on site. The property remains capable of being connected to reticulated potable water and electricity.

The subject application remains consistent with the decision guidelines of the zone:

- The development of a dwelling and shed will not result in a loss or fragmentation of productive agricultural land.
- The land to the west of the property is set aside as a Water Reserve providing opportunity for restricted agricultural activities, whilst the land to the south at 21.53ha is limited to a small grazing lot which will not adversely impact the owners / occupants of the proposed dwelling.
- Surrounding properties have very limited opportunities for expansion of agricultural activities due to the surrounding water reserve.
- With the zoning on the eastern side of Lake Victoria Road being Low Density Residential Zone, there are a number of established dwellings which do not appear to have agricultural activities occurring on the land. The proposed dwelling will not lead to an increase in the proliferation of dwellings in the area.
- The proposed dwelling has the ability to treat and dispose of wastewater on site and clear of any designated waterways.

Bushfire Management Plan

Part of the property is subject to the Bushfire Management Overlay.



Planning scheme overlay mapping (Source: Vic Plan)

Part of the subject land and a number of surrounding properties to the north, north-west and east are affected by the Bushfire Management Overlay. The Overlay will directly affect the shed and proposed dwelling sited on the subject land.

Grazing activities surrounding the subject land mean the predominant surrounding vegetation is of *Low Threat* or *Grassland* classification, with the exception of a narrow corridor of *Scrub* vegetation approximately 50 metres to the north of the site. A larger corridor of *Woodland* vegetation adjoining Forge Creek is situated further north.

The characteristics of the proposed dwelling location includes modest downslopes to the north, east and north-west, and upslopes to the south and east.

The subject application is supported by an updated Bushfire Hazard Site Assessment, Bushfire Management Plan and Bushfire Management Statement for the proposed dwelling.

Bushfire Management Statement

Response to Objectives and Standards to Clause 53.02

CLAUSE 53.02-4.1 LANDSCAPE, SITING & DESIGN OBJECTIVES

Objective

Development is appropriate having regard to the nature of the bushfire risk arising from the surrounding landscape.

Development is sited to minimise the risk from bushfire.

Development is sited to provide safe access for vehicles, including emergency vehicles.

Building design minimises vulnerability to bushfire attack.

Approved Measures

AM 2.1

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

Response:

There is risk of fire from the north-west with the potential for fire runs through the Crown Land and grass fires in the intervening landscape. The site is located within a Broader Landscape Type 2 with the possibility for fire to approach from one direction (north) with vegetation surrounding the property managed to a low fuel condition.

The dwelling site is located with generous separation more than 100m from Crown land Woodland to the north of the property. The separation distances from the proposed dwelling in open grazing land is considered to reduce the impact of the bushfire hazard to the dwelling site from the wider landscape conditions.

Alternative egress routes are available north and south from the property offering safe places to shelter including the townships of Newlands Arm, Paynesville and Bairnsdale.

AM 2.2

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

- The maximum separation distance between the building and the bushfire hazard.
- The building is in close proximity to a public road.
- Access can be provided to the building for emergency service vehicles.

Response:

The proposed dwelling is sited in an appropriate location allowing for a setback ranging from 65m-175m from Woodland vegetation to the north and north-west. To the west, east and south is managed grazing land which represents a lower bushfire risk. Northern vegetation on the adjoining property close to the dwelling site is a higher bushfire risk however that within immediate proximity of the dwelling is well managed to a low fuel condition. The vegetation type interspersed with waterways and Forge Creek assists to reduce the risk of long fire runs with maintained areas of grass managed to a low threat condition separating the scrub vegetation and the dwelling site.



Image of the northern property maintained as low threat grassland.



Image of the northern property maintained as low threat grassland.

Access from Lake Victoria Road is established via a driveway exceeding 30m in length. This existing provision is considered appropriate as the driveway traverses through cleared land and provides a turning area for fire fighting vehicles close to the building, consistent with Table 5 to Clause 53.02-5. Lake Victoria Road is a good quality sealed road and suitable for emergency vehicles.

AM 2.3

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

Response:

The existing structure is on a concrete slab with metal wall and roof cladding. The selection of external materials are all non-combustible and resilient to higher levels of radiant heat and embers. The generous separation distance of the dwelling from the bushfire hazard minimises the exposure of the dwelling to radiant heat.

The area earmarked for conversion is located in the southern part of the existing building footprint, maximising separation from the bushfire hazard within the assessment area. The open bay constructed on a concrete slab with a metal northern wall provides additional protection for the dwelling.



Image of the northern open bay of the existing shed

CLAUSE 53.02-4.2 DEFENDABLE SPACE & CONSTRUCTION OBJECTIVES

Objective

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

Approved Measures

AM 3.1

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

- Table 2 Columns A, B or C and Table 6 to Clause 53.02-5 wholly within the title boundaries of the land; or
- If there are significant siting constraints, Table 2 Column D and Table 6 to Clause 53.02-5.

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

Response:

Vegetation surrounding the dwelling site is limited to pastoral grasses and low threat vegetation with the dwelling more than 45m from other classifiable vegetation (Scrub). Downslope >0-5° is to the east, downslope is to the north >5-10° and upslope to the south and west.

Separation from the dwelling and the bushfire hazard can be maximised to the distance prescribed by Column C in Table 2 to Clause 53.02-5 to the east, south and west, with areas of defendable space contained within the property boundaries. The existing nature of the building proves a constraint to providing the full extent of defendable space to the north within the property boundary. The separation distance to the low threat vegetation to the north is to the property boundary in accordance with Table 2 to Clause 53.02-5.

Appropriate separation from the bushfire hazard will be achieved by a combination of defendable space to the northern property boundary, and reliance upon the ongoing maintenance of grassland vegetation on the adjoining property in a low fuel condition. Further separation is achieved by virtue of the fact that the dwelling component of the existing building is setback approximately 20.75m from the northern wall of the existing structure.

The construction standard for the dwelling has been nominated at BAL-29 consistent with the separation distance prescribed in Column C in Table 2.

AM 3.2

A building used for accommodation (other than a dwelling or dependent person's unit), a childcare centre, an education centre, a hospital, leisure and recreation or a place of assembly is:

- Provided with defendable space in accordance with Table 3 and Table 6 to Clause 53.02-5 wholly within the title boundaries of the land.
- Constructed to a bushfire attack level of BAL12.5.

Response:

N/A The proposal meets the requirements of AM 3.1.

CLAUSE 53.02-4.3 WATER SUPPLY & ACCESS OBJECTIVES

Clause 53.02-4.3 Objective

A static water supply is provided to assist in protecting property.

Vehicle access is designed and constructed to enhance safety in the event of a bushfire.

Approved Measures**AM 4.1**

A building used for a dwelling (including an extension or alteration to a dwelling), a dependant person's unit, industry, office or retail premises is provided with:

- A static water supply for fire fighting and property protection purposes specified in Table 4 to Clause 53.02-5.
- Vehicle access that is designed and constructed as specified in Table 5 to Clause 53.02-5.

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

Response:

Table 4 to Clause 53.02-5 prescribes a static water supply of 10,000 litres to be provided on site for firefighting purposes together with the appropriate fittings and access for CFA vehicles. The water supply will need to be provided prior to occupancy of the dwelling as prescribed within the Bushfire Management Plan.

The Bushfire Management Plan also prescribes the necessary access requirements for the driveway consistent with Table 5 to Clause 53.02-5 given it is greater than 30 metres in length.

It is considered that the combination of construction to BAL-29 standard, provision of defendable space, static water supply for firefighting and excellent access to the dwelling results in the risk from a bush fire event being reduced to an acceptable level.

Deletion of Condition 2

Condition 2 of Planning Permit 5/2019/P calls for an amended bushfire management plan. Given the subject application seeks to introduce amended plans including an amended bushfire management plan, the deletion of condition 2 of the permit is considered to be a reasonable and logical request.

Conclusion

The proposed application to amend a permit for the use and development of a dwelling at 310 Lake Victoria Road, Eagle Point is considered to accord with all relevant provisions of the Farming Zone 1 and Bushfire Management Overlay of the East Gippsland Planning Scheme. The proposal is consistent with Planning Policy Framework and Municipal Planning Strategy and has been designed to reduce the threat from bushfire to an acceptable level.

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

Regards,



KATE YOUNG
Director & Town Planner

*Encl. Application to Amend a Planning Permit Form
Site, Floor and Elevation Plans
Bushfire Hazard Site Assessment
Bushfire Management Statement
Copy of Title*

BUSHFIRE HAZARD
SITE ASSESSMENT

PARISH OF BAIRNSDALE
CROWN ALLOTMENT 173B (PART)

C/T VOL 11352 FOL 091
LOT 2 ON PS636920J

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MGA94 ZONE 55



BAL 29	NORTH	EAST	SOUTH	WEST
SLOPE	DOWNSLOPE >5-10°	DOWNSLOPE >0-5°	UPSLOPE	UPSLOPE
VEG TYPE	WOODLAND	GRASSLAND	GRASSLAND	GRASSLAND
DEFENDABLE SPACE	26m	10m	9m	9m

*SEPERATION DISTANCES DERIVED FROM
TABLE 2 COLUMN C CLAUSE 53.02-5

Crowtner & Sadler Pty. Ltd.

LICENSED SURVEYORS & TOWN PLANNERS
152 MACLEOD STREET, BAIRNSDALE, VIC., 3875
P. (03) 5152 5011 E. contact@crowthersadler.com.au

Y:\20000-20999\20700- 20799\20774 Woolven\20774 BHSA V1.pro

TOM WOOLVEN
310 LAKE VICTORIA ROAD, EAGLE POINT

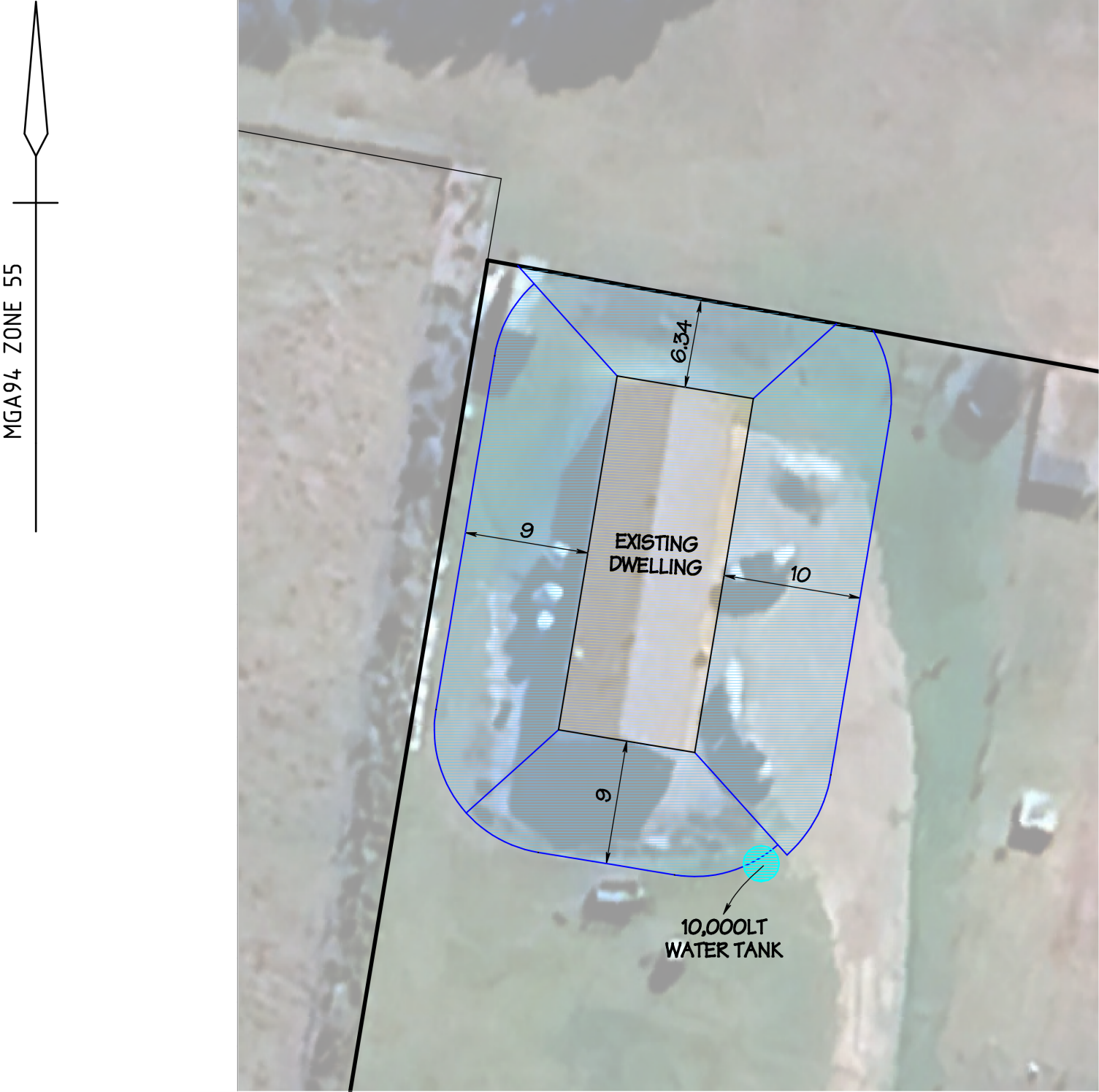
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SURVEYORS REF.

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VERSION 1 - DRAWN 26/02/2024



MANAGEMENT OF VEGETATION WITHIN THE AREA OF DEFENDABLE SPACE - SHOWN

VEGETATION (AND OTHER FLAMMABLE MATERIALS) WILL BE MODIFIED AND MANAGED IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS;

- GRASS MUST BE SHORT CROPPED AND MAINTAINED DURING THE DECLARED FIRE DANGER PERIOD.
- ALL LEAVES AND VEGETATION DEBRIS MUST BE REMOVED AT REGULAR INTERVALS DURING THE DECLARED FIRE DANGER PERIOD.
- WITHIN 10m OF A BUILDING, FLAMMABLE OBJECTS MUST NOT BE LOCATED CLOSE TO THE VULNERABLE PARTS OF THE BUILDING.
- PLANTS GREATER THAN 10 CENTIMETRES IN HEIGHT MUST NOT BE PLACED WITHIN 3m OF A WINDOW OR GLASS FEATURE OF THE BUILDING.
- SHRUBS MUST NOT BE LOCATED UNDER THE CANOPY OF TREES.
- INDIVIDUAL AND CLUMPS OF SHRUBS MUST NOT EXCEED 5m² IN AREA AND MUST BE SEPARATED BY AT LEAST 5m.
- TREES MUST NOT OVERHANG OR TOUCH ANY ELEMENTS OF THE BUILDING.
- THE CANOPY OF TREES MUST BE SEPARATED BY AT LEAST 5m.
- THERE MUST BE A CLEARANCE OF AT LEAST 2m BETWEEN THE LOWEST TREE BRANCHES AND GROUND LEVEL.

VEHICLE ACCESS

VEHICLE ACCESS TO THE DWELLING MUST BE PROVIDED FOR FIRE FIGHTING PURPOSES WHICH MEETS THE FOLLOWING REQUIREMENTS;

- CURVES MUST HAVE A MINIMUM INNER RADIUS OF 10m.
- THE AVERAGE GRADE MUST BE NO MORE THAN 1 IN 7 (14.4%) (8.1°) WITH A MAXIMUM OF NO MORE THAN 1 IN 5 (20%) (11.3°) FOR NO MORE THAN 50m.
- HAVE A MINIMUM TRAFFICABLE WIDTH OF 3.5m OF ALL WEATHER CONSTRUCTION.
- BE CLEAR OF ENCROACHMENTS FOR AT LEAST 0.5m ON EACH SIDE AND 4m ABOVE THE ACCESSWAY.
- DIPS MUST HAVE NO MORE THAN A 1 IN 8 (12.5%) (7.1°) ENTRY AND EXIT ANGLE.
- INCORPORATE A TURNING AREA FOR FIRE FIGHTING VEHICLES CLOSE TO THE BUILDING

WATER SUPPLY

INSTALL 10,000 LITRES OF EFFECTIVE WATER SUPPLY FOR FIRE FIGHTING PURPOSES THAT MUST COMPLY WITH THE FOLLOWING REQUIREMENTS MUST;

- BE STORED IN AN ABOVE GROUND WATER TANK CONSTRUCTED OF CONCRETE OR METAL.
- ALL FIXED ABOVE-GROUND WATER PIPES AND FITTINGS REQUIRED FOR FIRE FIGHTING PURPOSES MUST BE MADE OF CORROSIVE RESISTANT METAL.
- INCORPORATE A BALL OR GATE VALVE (BRITISH STANDARD PIPE (BSP) 65mm) AND COUPLING (64 MM CFA 3 THREAD PER INCH MALE FITTING).
- THE OUTLET/S OF THE WATER TANK MUST BE WITHIN 4m OF THE ACCESSWAY AND BE UNOBSTRUCTED.
- BE READILY IDENTIFIABLE FROM THE BUILDING OR APPROPRIATE IDENTIFICATION SIGNAGE TO THE SATISFACTION OF CFA MUST BE PROVIDED.
- ANY PIPEWORK AND FITTINGS MUST BE A MINIMUM OF 65 mm (EXCLUDING THE CFA COUPLING).

CONSTRUCTION

THE DWELLING MUST BE DESIGNED & CONSTRUCTED TO A MINIMUM BUSHFIRE ATTACK LEVEL BAL-29 IN ACCORDANCE WITH AS 3959-2009

TOM WOOLVEN
310 LAKE VICTORIA ROAD, EAGLE POINT

Crowther & Sadler Pty.Ltd.
LICENSED SURVEYORS & TOWN PLANNERS
152 MACLEOD STREET, BAIRNSDALE, VIC., 3875
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BUSHFIRE MANAGEMENT PLAN

PARISH OF BAIRNSDALE
CROWN ALLOTMENT 173B (PART)

C/T VOL 11352 FOL 091
LOT 2 ON PS636920J

PLAN REF.

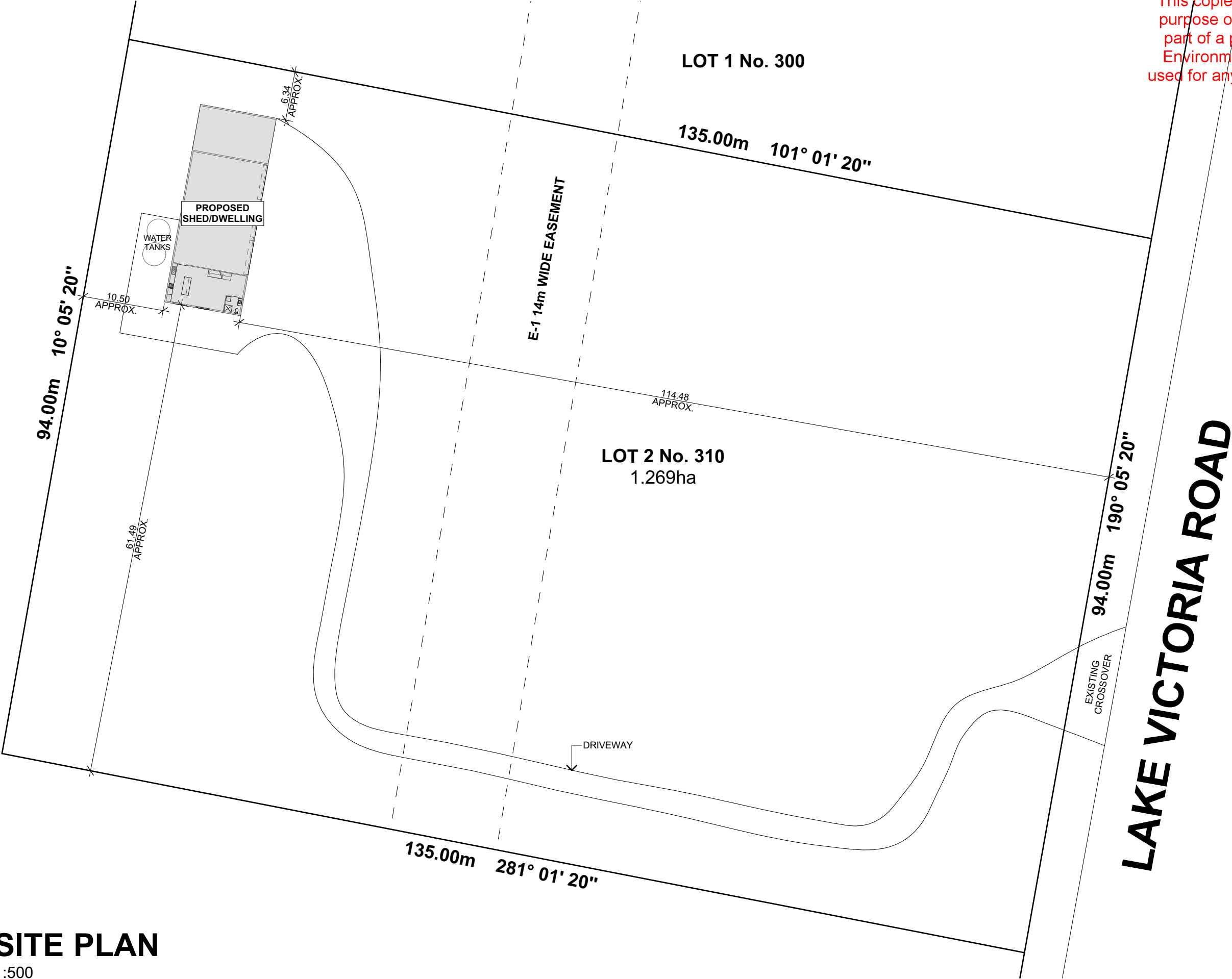
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PROPOSED BUILDING AREA SCHEDULE

GROUND FLOOR LIVING:	52.50m ²
UPPER FLOOR LIVING:	52.50m ²
SHED:	207.50m ²
TOTAL	312.50m ²

PROPOSED LAND AREA SCHEDULE

SITE AREA	12690m ²
BUILDING FOOTPRINT COVERAGE	260.00m ² 2.05% (OF SITE AREA)
TOTAL PERMEABLE SURFACES	12430m ² 97.95% (OF SITE AREA)

SITE PLAN

1:500

TOWN PLANNING

ISSUE:	REVISION:	AMENDMENT:	DATE:



PROJECT:
PROPOSED SHED

PROJECT ADDRESS:
**310 LAKE VICTORIA ROAD,
EAGLE POINT**

CLIENT:
T. WOOLVEN

JOB NUMBER:
000-24

DRAWING TITLE:
SITE PLAN

SCALE: AS SHOWN

SHEET: A3

DRAWN: JH CHECKED: TH

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TP01

ISSUE:
PLANNING

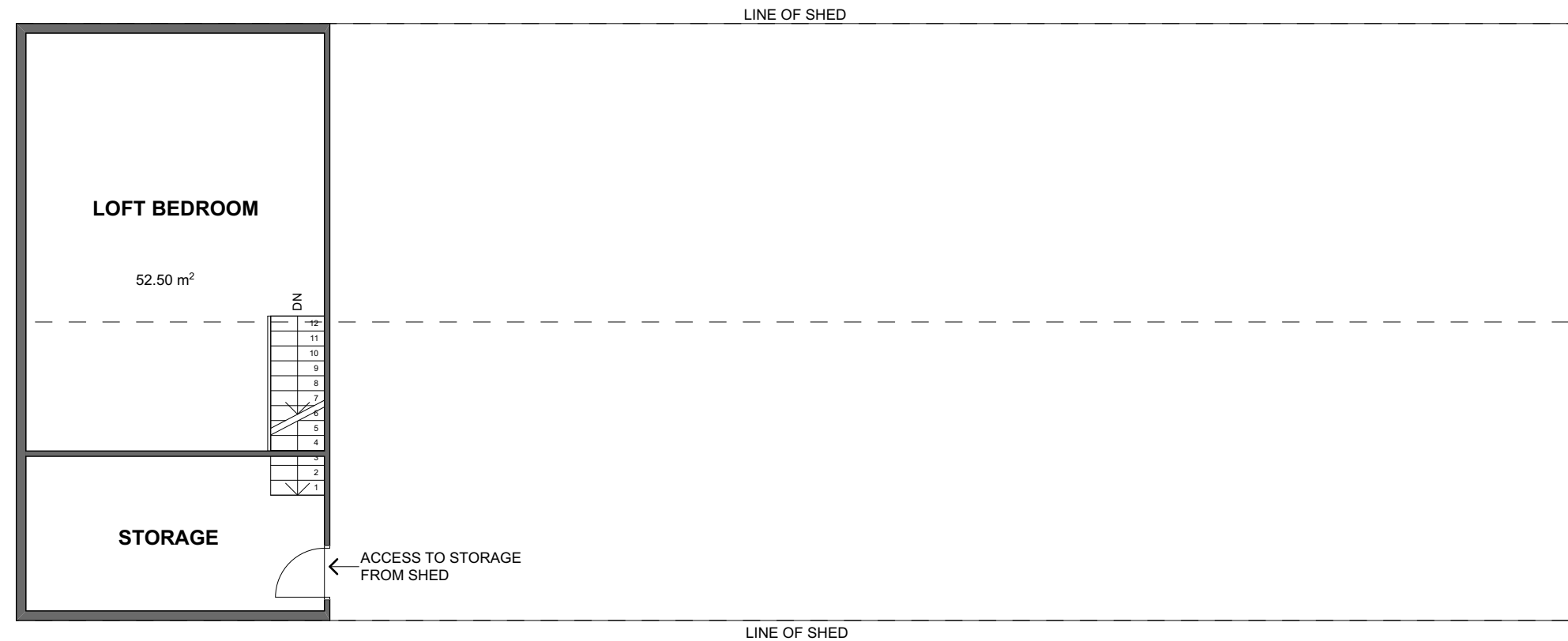


REVISION:
A



GROUND FLOOR PLAN

1:100



UPPER FLOOR PLAN

1:100

TOWN PLANNING

ISSUE:	REVISION:	AMENDMENT:	DATE:



PROJECT:
PROPOSED SHED

PROJECT ADDRESS:
**310 LAKE VICTORIA ROAD,
EAGLE POINT**

CLIENT:
T. WOOLVEN

JOB NUMBER:
000-24

DRAWING TITLE:
GROUND FLOOR PLAN

SCALE: AS SHOWN
SHEET: A3
DRAWN: JH CHECKED: TH

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PLANNING

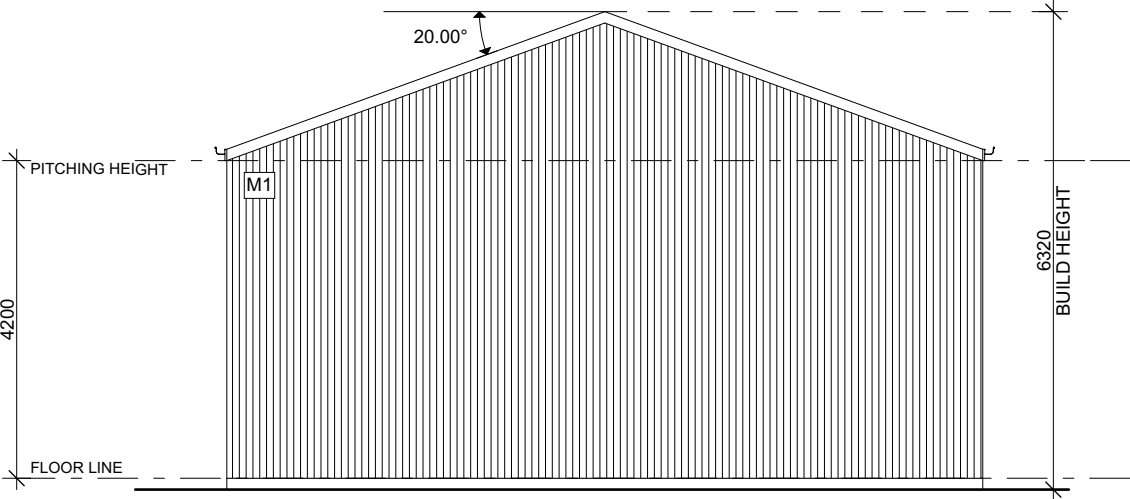
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Page 35 of 37

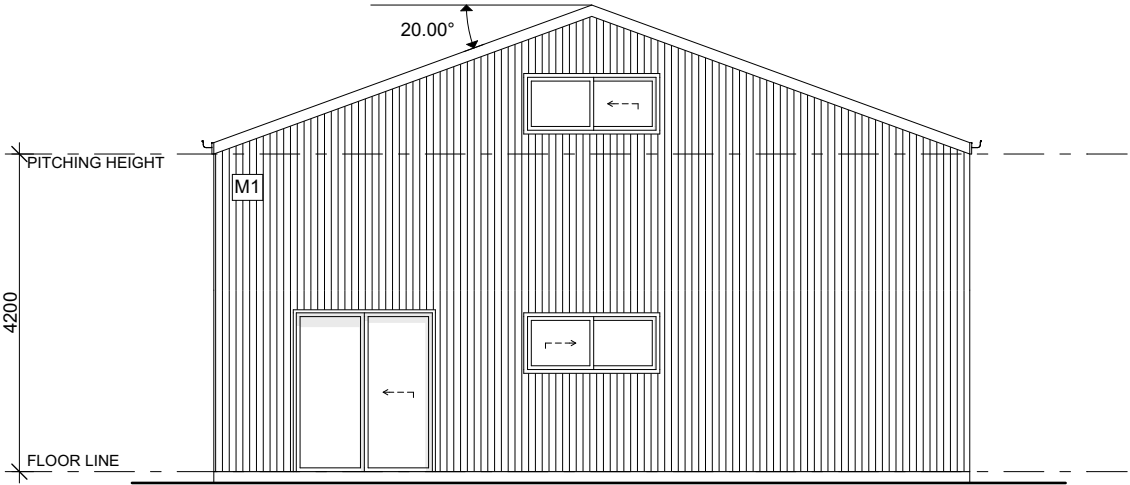
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MATERIALS AND COLOUR SCHEDULE

REFERENCE	FINISH	SIZE / DETAILS
M1	COLORBOND MONUMENT	METAL CORRUGATED WALL CLADDING
M2	COLORBOND MONUMENT	METAL CORRUGATED ROOFING
	COLORBOND MONUMENT	GUTTERS, FASCIAAND FLASHINGS
	COLORBOND MONUMENT	WINDOW FRAMES

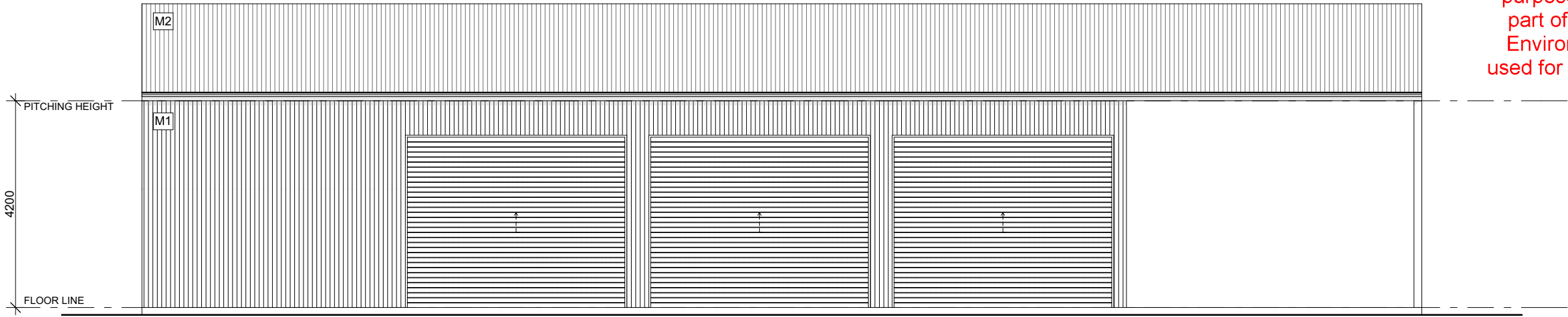


NORTH ELEVATION
1:100







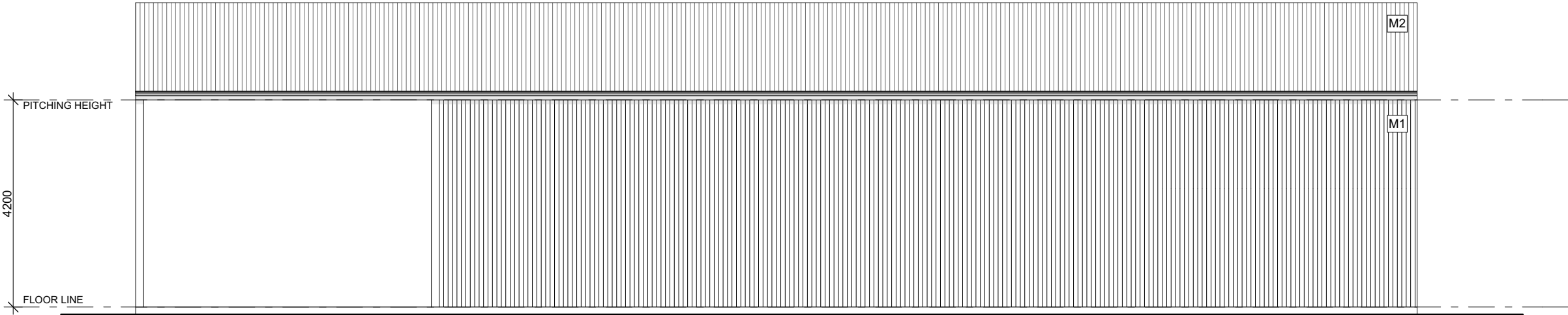
SOUTH ELEVATION
1:100

TOWN PLANNING



EAST ELEVATION
1:100

MATERIALS AND COLOUR SCHEDULE		
REFERENCE	FINISH	SIZE / DETAILS
M1 	COLORBOND MONUMENT	METAL CORRUGATED WALL CLADDING
M2 	COLORBOND MONUMENT	METAL CORRUGATED ROOFING
	COLORBOND MONUMENT	GUTTERS, FASCIAAND FLASHINGS
	COLORBOND MONUMENT	WINDOW FRAMES



WEST ELEVATION
1:100

TOWN PLANNING