

Form 2

NOTICE OF AN APPLICATION FOR PLANNING PERMIT

The land affected by the application is located at:	16 Rowellan Drive EAGLE POINT 3878 Lot: 2 PS: 847910
The application is for a permit to:	Development of a dwelling.
The applicant for the permit is:	Colmac Homes
The application reference number is:	5.2024.307.1

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: Tuesday, 10 September 2024 10:06 AM
To: Planning Unit Administration
Subject: Planning Permit application
Attachments: Full Title.pdf; MCP AA8553.pdf; Preliminary 1 - WAGER (A2 Paper) .pdf; 16-Rowellan-Drive-Eagle-Point-(ID433772724)-Vicplan-Planning-Property-Report.pdf; 2024_155 - Lot 2 Rowellan Drv - Soil Report_BAL - 20240729.pdf

Planning Permit Application

A Planning Permit Application¹ has been submitted via the East Gippsland Shire Council website, the details of this submission are shown below:

Name: Alan Armstrong

Business trading name: Colmac Homes

Email address:

Postal address : PO BOX 509 SALE VIC 3850

Mobile phone number:

Work phone number: 51430399

Owner's name: Oliver and Kelly Wager

Owner's email address:

Owner's postal address:

Owner's mobile number:

Street number: 16

Street name: Rowellan Drive

Town: Eagle Point

Post code: 3878

Lot number: 2

Plan number: 847910

Plan type: Plan of subdivision

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Please upload a copy of plan: [Full Title.pdf](#)

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: DDO11 - Over 300m2

Existing conditions - Describe how the land is used and developed now: Vacant Land

Estimated cost of development. Note: You may be required to verify this estimate: 633500

Title (must have been generated within the past 30 days: [Full Title.pdf](#)

Covenants or Section 173 agreements: [MCP AA8553.pdf](#)

Site plan/floor - plan/elevations: [Preliminary 1 - WAGER \(A2 Paper\) .pdf](#)

Planning report: [16-Rowellan-Drive-Eagle-Point-\(ID433772724\)-Vicplan-Planning-Property-Report.pdf](#)

1. Supporting information/reports: [2024_155 - Lot 2 Rowellan Drv - Soil Report BAL - 20240729.pdf](#)

Who is the invoice to be made out to?: Colmac Homes Pty Ltd

Declaration: Yes

Privacy Statement: Yes

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

VOLUME 12400 FOLIO 479

Security no : 124117009650C
Produced 29/07/2024 04:07 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 847910K.
PARENT TITLE Volume 12358 Folio 104
Created by instrument PS847910K 07/09/2022

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
KELLY ELEANOR WAGER
OLIVER JAMES WAGER
AW998698V 30/06/2023

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT T389084K 02/11/1994

COVENANT AW166467H 17/10/2022
Expiry Date 31/12/2050

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
AU996004N 08/11/2021

DIAGRAM LOCATION

SEE PS847910K 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: 16 ROWELLAN DRIVE EAGLE POINT VIC 3878

ADMINISTRATIVE NOTICES

NIL

DOCUMENT END

Title 12400/479

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Page 4 of 53**



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The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

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Status	Registered	Dealing Number	AW998698V
Date and Time Lodged	30/06/2023 01:46:13 PM		

Lodger Details

Lodger Code
 Name
 Address
 Lodger Box
 Phone
 Email
 Reference

TRANSFER

Jurisdiction	VICTORIA
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Privacy Collection Statement

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Land Title Reference

12400/479

Transferor(s)

Given Name(s)	DAMIEN PATRICK
Family Name	FAIRHALL

Estate and/or Interest being transferred

Fee Simple

Consideration

\$AUD 305000.00

Transferee(s)

Tenancy (inc. share)	Joint Tenants
Given Name(s)	KELLY ELEANOR
Family Name	WAGER
Address	
Street Number	
Street Name	
Street Type	





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Electronic Instrument Statement

Locality
State
Postcode

Given Name(s) OLIVER JAMES
Family Name WAGER

Address
Street Number
Street Name
Street Type
Locality
State
Postcode

Duty Transaction ID
5737308

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

Execution

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

Executed on behalf of	DAMIEN PATRICK FAIRHALL
Signer Name	ALECIA JANE BASSETT
Signer Organisation	EASTCOAST CONVEYANCING
Signer Role	LICENSED CONVEYANCER
Execution Date	30 JUNE 2023

Execution

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

Executed on behalf of	KELLY ELEANOR WAGER OLIVER JAMES WAGER
Signer Name	ALECIA JANE BASSETT
Signer Organisation	EASTCOAST CONVEYANCING
Signer Role	LICENSED CONVEYANCER
Execution Date	30 JUNE 2023

File Notes:
NIL



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Statement End.



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Status	Registered	Dealing Number	AW166467H
Date and Time Lodged	17/10/2022 12:16:08 PM		

Lodger Details

Lodger Code
 Name
 Address
 Lodger Box
 Phone
 Email
 Reference

TRANSFER

Jurisdiction VICTORIA

Privacy Collection Statement

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Land Title Reference

12400/479

Transferor(s)

Name	ROWELLAN PARK PTY LTD
ACN	649171479

Estate and/or Interest being transferred

Fee Simple

Consideration

\$AUD 245000.00

Transferee(s)

Tenancy (inc. share)	Sole Proprietor
Given Name(s)	DAMIEN PATRICK
Family Name	FAIRHALL
Address	
Street Number	
Street Name	
Street Type	





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Locality
State
Postcode

Covenants

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

Burdened land	the Land
Benefited land	MCP: AA8553
Restrictive covenant	MCP: AA8553
Expiry Date	

Duty Transaction ID
5554409

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

Execution

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

Executed on behalf of	ROWELLAN PARK PTY LTD
Signer Name	ROHAN MICHAEL HUBBARD
Signer Organisation	WARREN GRAHAM AND MURPHY PTY LTD
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	17 OCTOBER 2022

Execution

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

Executed on behalf of	DAMIEN PATRICK FAIRHALL
Signer Name	ALECIA JANE BASSETT
Signer Organisation	EASTCOAST CONVEYANCING
Signer Role	LICENSED CONVEYANCER
Execution Date	17 OCTOBER 2022

File Notes:
NIL



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Status	Registered	Dealing Number	AU996004N
Date and Time Lodged	08/11/2021 03:37:41 PM		

Lodger Details

Lodger Code	20126M
Name	STEFANIE DONNA SUMMERS
Address	
Lodger Box	
Phone	
Email	
Reference	PLANOLOGY - 31 BOYD

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction VICTORIA

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Estate and/or Interest

FEE SIMPLE

Land Title Reference

10096/142

Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	EAST GIPPSLAND SHIRE COUNCIL
Address	
Street Number	
Street Name	
Street Type	
Locality	
State	
Postcode	

Additional Details

Reference :PLANOLOGY - 31 BOYD
Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

AU996004N Page 1 of 2

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Page 11 of 53





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Electronic Instrument Statement

Refer Image Instrument

The applicant requests the recording of this Instrument in the Register.

Execution

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

Executed on behalf of	EAST GIPPSLAND SHIRE COUNCIL
Signer Name	ERIC JAMES CABUANG
Signer Organisation	STEFANIE DONNA SUMMERS
Signer Role	CONVEYANCING PRACTICE
Execution Date	08 NOVEMBER 2021

File Notes:

NIL

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Statement End.





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Agreement under section 173 of the Planning and Environment Act 1987

31 Boyd Court, Eagle Point

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Table of Contents

1. Defined Terms 2

2. Interpretation 4

3. Section 173 Agreement 5

 3.1 Purposes 5

 3.2 Reasons for agreement 5

4. Agreement required..... 5

5. Owner's Specific Obligations 5

 5.1 Access 5

 5.2 Vegetation 5

 5.3 Subdivision..... 5

 5.4 No more than one dwelling 6

6. Further Obligations of the Owner 6

 6.1 Notice and Registration 6

 6.2 Further actions 6

 6.3 Council's Costs to be Paid 6

 6.4 Interest for overdue money 7

7. Agreement under section 173 of the Act..... 7

8. Owner's Warranties 7

9. Successors in Title 7

10. General..... 7

 10.1 Notices 7

 10.2 Service of Notice 8

 10.3 No Waiver 8

 10.4 Severability 8

 10.5 No fettering of Council's powers 8

 10.6 Inspection of documents 8

 10.7 Governing law 8

11. Commencement of Agreement..... 8

Information Table

Date of Agreement: 26 October 2021

Parties

Name	East Gippsland Shire Council
Short form name	Council
Notice details	273 Main Street, Bairnsdale, Victoria
Name	Trevor Andrew Bird
Short form name	Owner
Notice details	31 Boyd Court, Eagle Point, Victoria
Name	Karen Anne Bird
Short form name	Owner
Notice details	31 Boyd Court, Eagle Point, Victoria

Background

- A. Council is the responsible authority pursuant to the Act for the Planning Scheme.
- B. The Subject Land is subject to the Planning Scheme.
- C. The Owner is the registered proprietor of the Subject Land.
- D. Council has granted the Planning Permit authorising the 13 lot subdivision adjoining a road with the Road Zone – Category 1 under the Scheme. This Agreement is to give effect to condition 4 of the Planning Permit.
- E. The parties enter into this Agreement to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

Agreed Terms

1. Defined Terms

In this Agreement:

Act means the *Planning and Environment Act 1987*.

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

Current Address for Service

for Council means the address shown on page 2 of this Agreement, or any other address listed on Council's website; and

for the Owner means the address shown on page 2 of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

Current Email Address for Service

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

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

Dependent Persons Unit has the same meaning as in the Planning Scheme.

Dwelling has the same meaning as in the Planning Scheme but not include an outbuilding associated with a Dwelling or a Dependent Persons Unit.

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.

Existing Vegetation means any vegetation within 8 metres of the southern boundary of the Subject Land.

Lot means the land contained in a proposed lot shown on the Endorsed Plan.

Lots 1-12 means the land contained in lots 1 to 12 inclusive as shown on the Endorsed Plan and any reference to the Lots 1-12 in this Agreement includes a reference to any lot created by the subdivision of the Lots 1-12 or any part of it.

Lot 13 means the land contained in lot 13 as shown on the Endorsed Plan and any reference to the Lot 13 in this Agreement includes a reference to any lot created by the subdivision of the Lot 13 or any part of it.

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

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

Party or parties means the Owner and Council 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. 319/2019/P/A, as amended from time to time, issued by Council on 4 January 2021. A copy of the Planning Permit is available for inspection at Council offices during normal business hours upon giving Council reasonable notice.

Planning Scheme means the East Gippsland Planning Scheme.

Statement of Compliance means a statement of compliance issued by Council under the *Subdivision Act 1988*.

Subject Land means the land situated at 31 Boyd Court, Eagle Point being the land contained in certificate of title volume 10096 folio 142 and any reference to the Subject Land in this Agreement includes a reference to any lot created by the subdivision of the Subject Land or any part of it.

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 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 form 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.
- 2.9 Any reference to a clause, page, condition, attachment or term is a reference to a clause, page, conditions, attachment or term of this Agreement.

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3. Section 173 Agreement

3.1 Purposes

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

- 3.1.1 to prevent the further subdivision of Lots 1-12;
- 3.1.2 to ensure that the minimum lot size of any lot that might be created by the further subdivision of Lot 13 is not less than 4000 square metres;
- 3.1.3 give effect to the terms of the Planning Permit; and
- 3.1.4 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

3.2 Reasons for agreement

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

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

4. Agreement required

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

5. Owner's Specific Obligations

The Owner covenants and agrees that:

5.1 Access

- 5.1.1 a Lot must not have a direct vehicle access to or from Paynesville Road;

5.2 Vegetation

- 5.2.1 it must retain and maintain the Existing Vegetation to the satisfaction of Council;

5.3 Subdivision

- 5.3.1 regardless of any rights conferred by the Planning Scheme, Lots 1-12 must not be subdivided so as to create an additional Lot;

5.3.2 any lot created by any further subdivision of lot 3 must not have an area that is less than 4,000 square metres; and

5.4 No more than one dwelling

5.4.1 no more than one Dwelling may be constructed on each Lot.

6. Further Obligations of the Owner

6.1 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.

6.2 Further actions

The Owner:

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

6.2.2 consents to Council applying to the Registrar of Titles to record the Agreement on the Certificate of Title to the Subject Land in accordance with section 181 of the Act; and

6.2.3 agrees to do all things necessary to enable Council to do so, including:

- (a) signing any further agreement, acknowledgement or document; and
- (b) obtaining all necessary consents to enable the recording to be made.

6.3 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:

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

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

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

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6.4 Interest for overdue money

- 6.4.1 The Owner must pay to Council interest in accordance with section 120 of the *Local Government Act 2020* on any amount due under this Agreement that is not paid by the due date.
- 6.4.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

7. 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.

8. 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.

9. 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:

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

10. General

10.1 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:

- 10.1.1 personally on the other Party;
- 10.1.2 by leaving it at the Party's Current Address for Service;
- 10.1.3 by posting it by prepaid post addressed to that Party at the Party's Current Address for Service;
- 10.1.4 by facsimile to the Party's Current Number for Service; or
- 10.1.5 by email to the Party's Current Email Address for Service.

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10.2 Service of Notice

A notice or other communication is deemed served:

10.2.1 if delivered, on the next following business day;

10.2.2 if posted, on the expiration of 7 business days after the date of posting;

10.2.3 if sent by email, the day on which it is sent.

10.3 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.

10.4 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.

10.5 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.

10.6 Inspection of documents

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

10.7 Governing law

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

11. Commencement of Agreement

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

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

The Common Seal of the East Gippsland Shire Council was hereunto affixed on the 26 day of October 2024 in the presence of:

.....
.....
.....

Chief Executive

Witness



Signed Sealed and Delivered by Trevor Andrew Bird in the presence of:

.....
Witness

)
)

Signed Sealed and Delivered by Karen Anne Bird in the presence of:

.....
Witness

)
)



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VICTORIAN LAND TITLES OFFICE

Transfer of Land Containing a Covenant and/or Easement

Section 45 Transfer of Land Act 1958

Lodged at the Land Titles Office by:

Name: WARREN GRAHAM & MURPHY

Phone: (051) 55 1286

Ref: JCH:mg Customer Code 1716W

021194 0920 45 T389084K

MADE AVAILABLE / CHANGE CONTROL

Land Titles Office Use Only

The Transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed-

- together with any easement created by this transfer;
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easement reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land (Title)

CERTIFICATE OF TITLE VOLUME 10096 FOLIO 142

Estate and Interest (e.g. "all my estate in fee simple")

ALL MY ESTATE IN FEE SIMPLE

Consideration

SEVENTY FIVE THOUSAND DOLLARS (\$75,000.00)

Transferor (Full name)

COLIN JOHN BOYD

Transferee (Full name and address for future notices including postcode)

RONALD WILLIAM CUTTRISS
of 34-48 Lake Bunga Beach Road, Lake Bunga 3909 as sole proprietor

Directing Party (Full name)

NIL

Creation and/or Reservation of Easement and/or Covenant

(see reverse)

Land Titles Office Use Only

T2



Licence No. 2926L

Stamp Duty

Trn 0707407
Ref 1090
Stamp Duty
166771815646177

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ORDER TO REGISTER

To the Registrar of Titles

Please register this dealing and upon completion issue the documents as follows :-

Signed.....

Firm's Name.....


Customer code.....

Creation and/or Reservation of Easement and/or Covenant (continuation if necessary)

Dated: 19/10/1994
Execution and Attestation

SIGNED by the said COLIN JOHN BOYD
in the presence of:

) 
)


..... Witness

SIGNED by the said RONALD WILLIAM
CUTTRISS in the presence of:

) RC
) X 
)


..... Witness

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Page 26 of 53

See Annexure Sheet marked.....

VICTORIAN LAND TITLES OFFICE


Annexure Sheet

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See notes on reverse

This is the annexure marked "A" referred to in instrument of Transfer dated 19.10.94 between C.J. BOYD and R.W. CUTTRISS

Signatures of parties

X  C.J. Boyd

RC X  R.W. Cuttriss

Panel Heading

And the Transferee with the intent that the benefit of this covenant shall until the 31st December 2012 be attached to and run at law and in equity with every Lot on Plan of Subdivision No. 319780S other than the Lot now transferred and that the burden of this covenant shall be annexed to and run at law and in equity with the land now transferred does for himself and his transferees, executors, administrators and assignees and as separate covenant with the Transferor and other the registered proprietor or proprietors for the time being of the land comprised in Plan of Subdivision No. 319780S or any part or parts of it (other than the lot(s) now transferred) that the Transferee shall not at any time erect or build or cause or suffer to be erected or built on the lot(s) now transferred or any part or parts of any one lot(s) more than one main building being a dwelling house and outbuildings relating to that dwelling house unless:-

- (i) the dwelling house shall be constructed of new material; and
- (ii) sixty (60%) per centum of the external walls (excluding windows) of the dwelling house shall be constructed of brick, brick veneer, stone or like material; and
- (iii) the roof of the dwelling house and the roof and walls of any out building shall be constructed of some material other than cement sheet or unpainted or exposed metal; and
- (iv) in respect of Lots 3 to 13 no dwelling house and any outbuilding shall be positioned on the land within a distance of 30 metres from the front of the land, or within a distance of 10 metres of any other boundaries of the land and in respect of Lots 1 and 2 no dwelling house any any outbuilding shall be positioned on the land within a distance of 15 metres from the front of the land, or within a distance of 5 metres of any other boundaries of the land.
- (v) no storage tank or tanks shall be mounted other than underground or at a level where the base of the tank shall be not higher than the floor level of the dwelling house unless such tank or tanks is screened from view from any roadway or reserve.

The Transferee further covenants:-

- (vi) not to erect or build or cause or suffer to be erected or built on any lot hereby sold or on any boundary or part thereof -
 - (a) any fence clad with sheet metal; or
 - (b) any paling fence any part of which shall be sited within 4.5 metres of any road reserve abutting the Lot; or
 - (c) any boundary fence which shall be constructed of other than with treated pine posts, steel droppers and wire;
- (vii) not to store or site nor to cause or permit to be stored or sited on the any lot any caravan or boat or any commercial motor vehicle or any tractor or farm equipment or any motor car, car body or parts within 12 metres of any road reserve abutting any the lot unless the same shall be housed in an outbuilding or screened from view from any roadway or reserve;

(continue on reverse)

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A1



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Continuation

(viii) use or permit to be used any lot(s) or any part thereof for the purpose of commercial breeding, or boarding of or training kennels for cats or dogs or for the purpose of keeping poultry, pigeons or pigs.

NOTES

- 1. If there is insufficient space to accommodate the required information in a panel, or on the reverse of the parent instrument insert the words "See Annexure A" (or as the case may be) and enter all the information on the annexure sheet under the appropriate panel heading.
- 2. If multiple copies of the instrument are lodged, original annexure sheets must be attached to each. Annexure sheet(s) attached to the original must be typed or legibly written in ink. The use of self correcting typewriter ribbon or correction fluid is prohibited. An annexure sheet(s) attached to the duplicate may be a copy of the original. The signature of all parties must be in ink on both the original and any copy.
- 3. The annexure sheet must be properly identified, signed by the parties to the instrument to which it is annexed and securely attached thereto.

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Number of Pages (excluding this cover sheet)	4
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<h1>PLAN OF SUBDIVISION</h1>	<h1>EDITION 1 PS 847910K</h1>
<p>LOCATION OF LAND</p> <p>PARISH: BAIRNSDALE</p> <p>TOWNSHIP: _____</p> <p>SECTION: A</p> <p>CROWN ALLOTMENT: 51, 52 & 53 (PARTS)</p> <p>CROWN PORTION: _____</p> <p>TITLE REFERENCE: VOL 12358 FOL 104</p> <p>LAST PLAN REFERENCE: LOT B - PS847909T</p> <p>POSTAL ADDRESS: BOYD COURT, (at time of subdivision) EAGLE POINT, 3878</p> <p>MGA2020 CO-ORDINATES: E: 559 070 ZONE: 55 (of approx centre of land in plan) N: 5805 140</p>	<p>Council Name: East Gippsland Shire Council Council Reference Number: PS847910K Planning Permit Reference: 319/2019/P SPEAR Permit Reference: S173019E</p> <p>Certification</p> <p>This plan is certified under section 6 of the Subdivision Act 1988</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 has not been made</p> <p>Digitally signed by: Robert Pringle for East Gippsland Shire Council on 01/03/2022</p> <p>Statement of Compliance issued: 31/08/2022</p>

VESTING OF ROADS AND/OR RESERVES	NOTATIONS				
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:20%;">IDENTIFIER</th> <th>COUNCIL/BODY/PERSON</th> </tr> <tr> <td style="text-align: center;">RI ROAD</td> <td style="text-align: center;">EAST GIPPSLAND SHIRE COUNCIL</td> </tr> </table>	IDENTIFIER	COUNCIL/BODY/PERSON	RI ROAD	EAST GIPPSLAND SHIRE COUNCIL	
IDENTIFIER	COUNCIL/BODY/PERSON				
RI ROAD	EAST GIPPSLAND SHIRE COUNCIL				
NOTATIONS					
DEPTH LIMITATION DOES NOT APPLY					
<p>SURVEY: This plan is based on survey.</p> <p>STAGING: This is not a staged subdivision. Planning Permit No. 319/2019/P</p> <p>This survey has been connected to permanent marks No(s). 374 & 485</p> <p>In Proclaimed Survey Area No. NIL</p>					

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	DRAINAGE	3	PS319780S	LAND IN PS319780S
E-2	DRAINAGE	2	THIS PLAN	EAST GIPPSLAND SHIRE COUNCIL

<p>Crowthier & Sadler Pty. Ltd.</p> <p>LICENSED SURVEYORS & TOWN PLANNERS 162 MACLEOD STREET, BAIRNSDALE, VIC., 3875 P. (03) 6162 6011 E. contact@crowthiersadler.com.au</p>	<p>SURVEYORS FILE REF: 19398</p> <p>Digitally signed by: Michael J Sadler, Licensed Surveyor, Surveyor's Plan Version (3), 17/12/2021, SPEAR Ref: S173019E</p>	<p>Printed 8/10/2024</p> <p>ORIGIN: A3 SHEET 1 OF 4 SHEETS</p> <p>PLAN RECEIVED</p> <p>TIME: 4:52PM DATE: 7/09/2022 B. HENLEY Assistant Registrar of Titles</p>
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PS 847910K

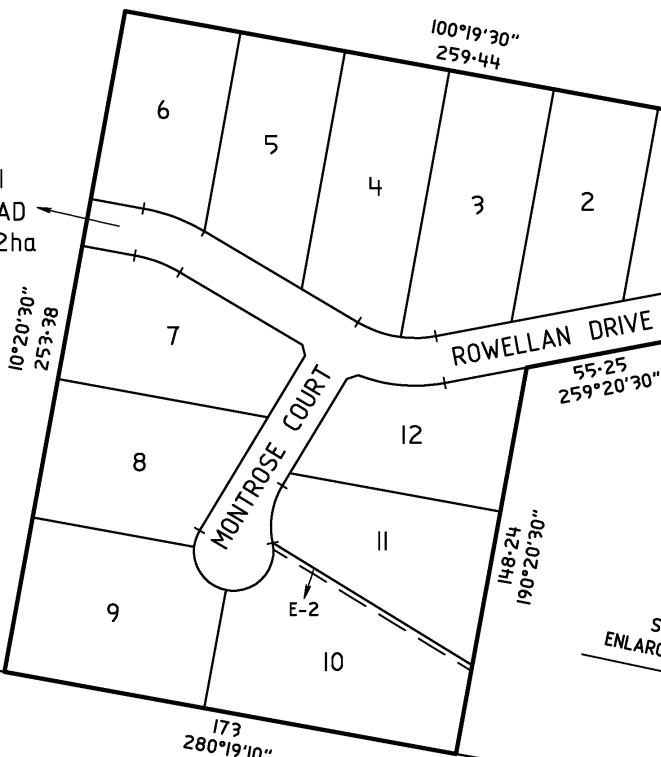
MGA2020 ZONE 55

FOR ENLARGEMENT
SEE SHEET 3

SEE
ENLARGEMENT

BOYD COURT

R1
ROAD
1.012ha



SEE
ENLARGEMENT

FOR ENLARGEMENT
SEE SHEET 4

PAYNESVILLE ROAD

Crowthorpe & Sadler Pty. Ltd.
 LICENSED SURVEYORS & TOWN PLANNERS
 162 MACLEOD STREET, BAIRNSDALE, VIC., 3875
 P. (03) 6162 6011 E. contact@crowthorpeandasadler.com.au

SURVEYORS REF
19398

SCALE
1:2000

0 20 40 60
 LENGTHS ARE IN METRES

ORIGINAL SITE PLAN
SIZE: A3

SHEET 2

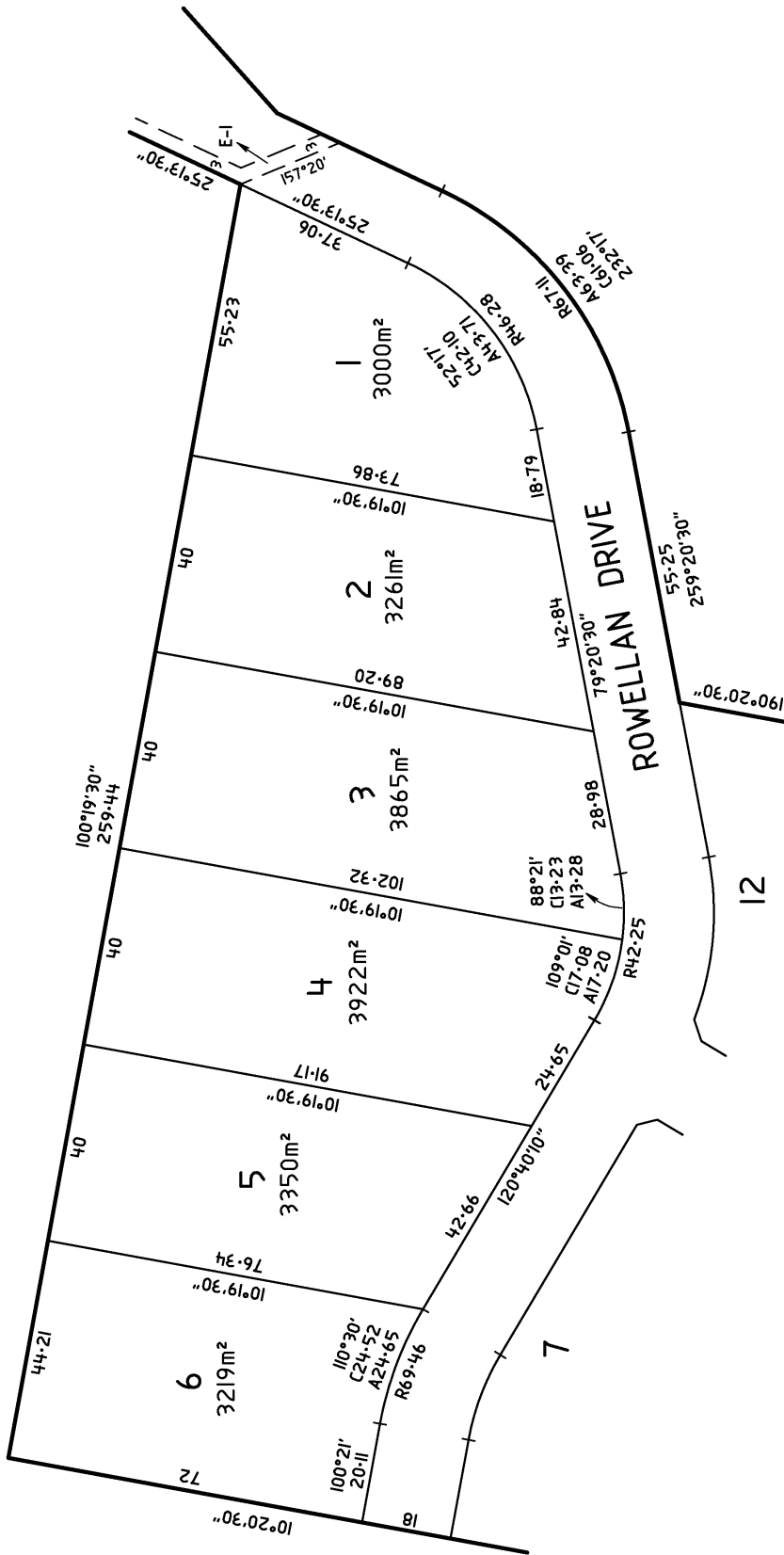
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 Surveyor's Plan Version (3),
 17/12/2021, SPEAR Ref: S173019E

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PS 847910K



SEE SHEET 4
FOR CONTINUATION

SURVEYORS REF 19 398	SCALE 1:1000	ID LENGTHS ARE IN METRES	ORIGINAL SHEET	SHEET 3
			SIZE: A3	

Digitally signed by: Michael J Sadler, Licensed Surveyor,
Surveyor's Plan Version (3),
17/12/2021, SPEAR Ref: S173019E

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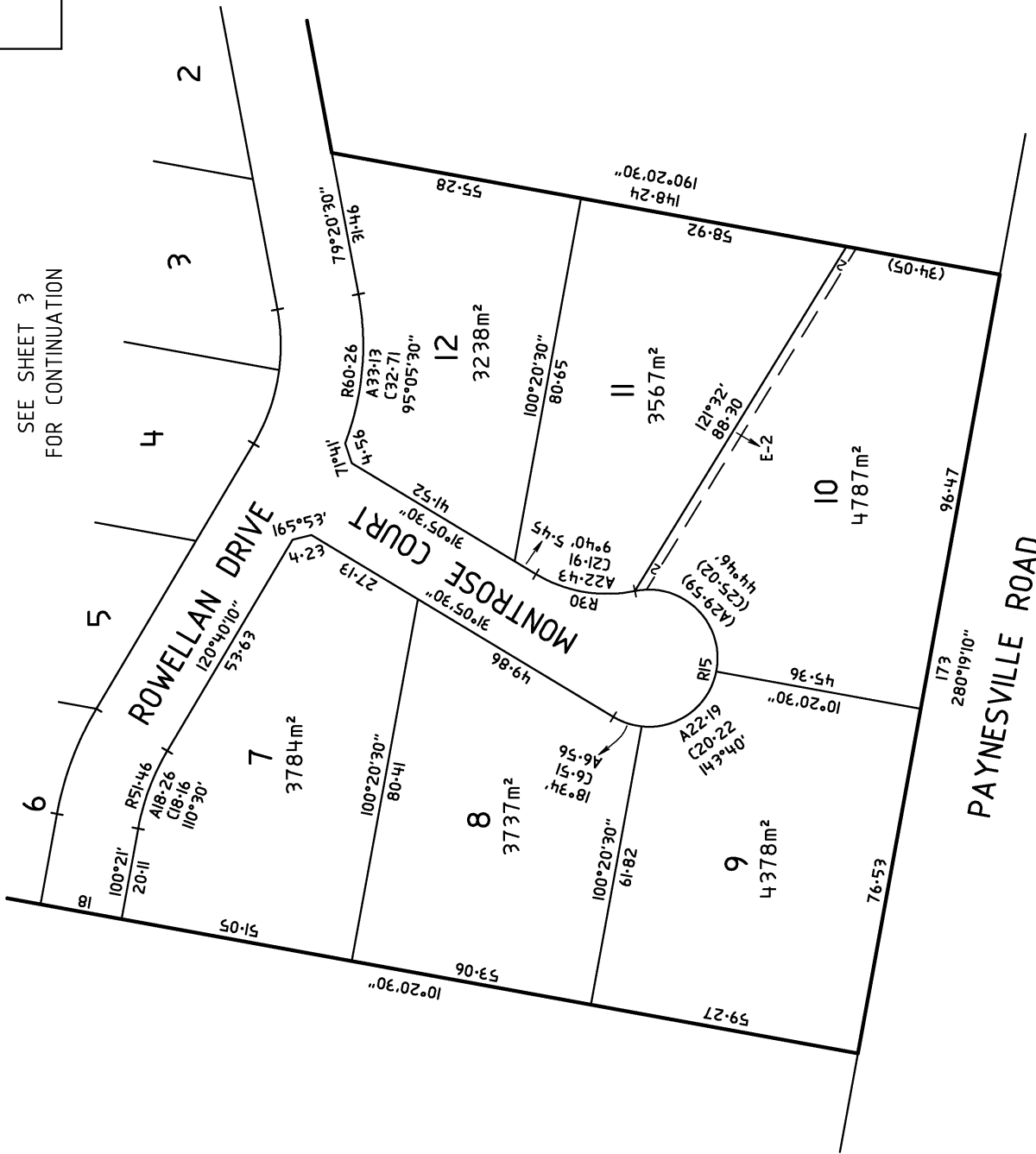
Amended by: Michael J Sadler, Licensed Surveyor 06/09/2022.

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PS 847910K

SEE SHEET 3 FOR CONTINUATION



MGA2020 ZONE 55

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 Surveyor's Plan Version (3),
 17/12/2021, SPEAR Ref: S173019E

SURVEYORS REF 19 398 SCALE 1:1000
 LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3

Digitally signed by:
 East Gippsland Shire Council,
 01/03/2022,
 SPEAR Ref: S173019E

SIMON ANDERSON CONSULTANTS

29th July 2024



SITE CLASSIFICATION AND SOIL REPORT

Colmac Homes

Lot 2 Rowellan Drive, Eagle Point

SITE CLASSIFICATION: M
IN ACCORDANCE WITH AS2870-2011
WIND CLASSIFICATION: N1
IN ACCORDANCE WITH AS4055-2012
BAL RATING: 12.5
IN ACCORDANCE WITH AS3959 Sec 2.2 (Method 1) Sep 2011



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JOB No 2024_155

Page 34 of 53

Lot 2 Rowellan Drive, Eagle Point

GENERAL

This Soil Investigation consists of the drilling of 2 bore holes on the proposed site area using an auger. Disturbed soil samples collected have been subject to visual examination and classification.

SITE DESCRIPTION

This allotment is vacant land with a well-established grass cover and large trees along the rear boundary. The site is generally flat with only a slight fall towards the south.

GEOLOGY

Quaternary Pleistocene Deposits consisting of Fluvial: gravel, sand, silts.

SITE CLASSIFICATION

Samples from bores show the classification of the site to be **MODERATELY REACTIVE CLASS (M)** in accordance with **AS 2870 - 2011 "RESIDENTIAL SLABS AND FOOTINGS"**.

NOTE: These classifications are based on limited bores and should conditions vary after site excavation classification should be reassessed.

RECOMMENDED FOUNDING MATERIAL (RFM) FOR FOOTINGS

Stiff, Natural, Orange Brown Silty Sandy Clay at approx. 200mm-300mm below existing surface. **Bearing Capacity 120kPa**

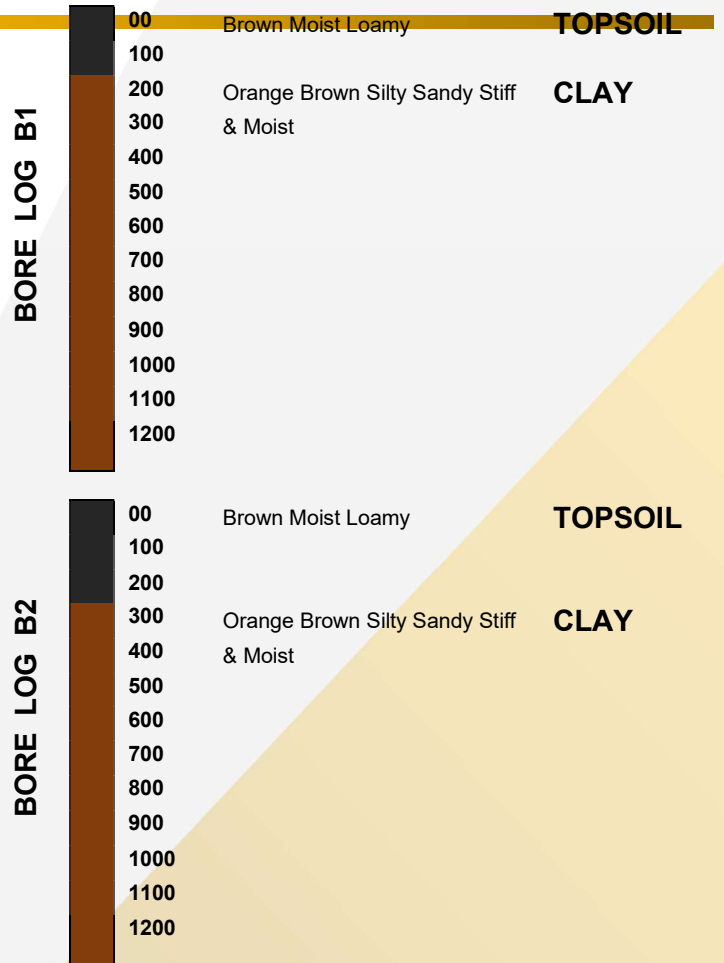
RECOMMENDATIONS

Moderately Reactive (M) Sites

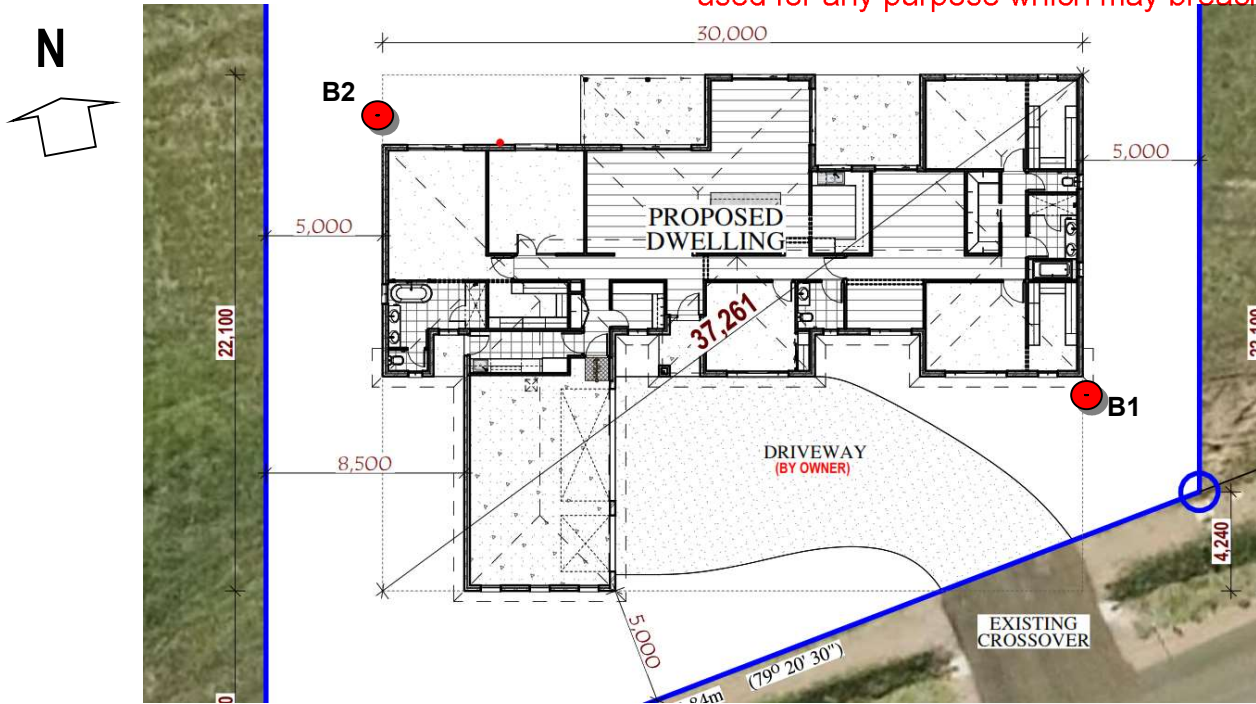
It is recommended that basic footing details be in accordance with Section 3 of AS 2870-2011 for soil **Class M** and that pad footings and concrete stumps be in accordance with AS 1684 – Residential Timber Framing Construction Manuals.

WIND CLASSIFICATION

N1 In accordance with AS – 4055



Note: Depths noted may vary if the site is cut and/or filled. All footings should penetrate the "Recommended Founding Material" by at least 100mm.



SITE PLAN

Not to scale

MAINTENANCE

Changes in subsoil moisture can cause expansion and contraction in varying degrees to clays. It is important that the Owner take steps to maintain relatively constant moisture conditions in the subsoil. The Owner should be made aware of the following:

On clay sites trees and shrubs can cause substantial drying of the subsoil and possible shrinkage of the clay. Droughts or long dry spells in conjunction with trees and shrubs can cause damage. The planting of trees and shrubs at reasonable distances from the building can reduce the risk of damage. Trees should be avoided on reactive clay sites.

Plumbing and drainage lines should be maintained in good order on the site and should leaks occur prompt repairs are necessary to avoid saturation of the foundations. Also garden watering, in particular by fixed irrigation systems should be controlled. Proper garden maintenance should produce year round uniform subsoil moisture.

SUBSOIL DRAINAGE

The installation of subsoil drainage systems on poorly drained reactive clays sites can stabilise moisture conditions.

CRACKING

Minor cracking of brickwork will occur in a significant number of buildings on reactive clay sites. Footing systems that completely protect a building from cracking under all circumstances is both impossible and would be uneconomical to design.

DETAILS

Various construction and architectural details can be adopted to reduce the effects of ground movement these are:

1. Articulation of brickwork.
2. Subsoil drainage.
3. Proper drainage of ground surface to avoid ponding of water against buildings.
4. Flexible plumbing connections.

EXCAVATIONS

Any excavations required parallel to the footing shall be kept at a suitable distance to avoid undermining of the footing. Service trenches shall be filled with compacted natural site material to prevent the soil moisture moving into the trench backfill.

NOTE

The owners attention is drawn to the "Foundation Maintenance and Footing Performance: A Homeowners Guide" by CSIRO publishing. Freecall 1800 645 051 or <http://www.publish.csiro.au/pid/7076.htm> to purchase.

Lot 2 Rowellan Drive, Eagle Point

BUSHFIRE ATTACK LEVEL (BAL)

Section 2.2 Simplified Procedure (Method 1)

2.2.3.2 Exclusions – Low threat vegetation and non-vegetated areas

The Bushfire attack level shall be classified BAL-LOW where the vegetation is one or a combination of any of the following:

- (a) Vegetation of any type that is more than 100 m from the site.
- (b) Single areas of vegetation less than 1 ha in area and not within 100m of other areas of vegetation being classified.
- (c) Multiple areas of vegetation less than 0.25 ha in area and not within 20 m of the site or each other.
- (d) Strips of vegetation less than 20 m in width regardless of length and not within 20 m of the site or each other, or other areas of vegetation being classified.
- (e) Non vegetated areas, including waterways, roads, footpaths, buildings and rocky outcrops.
- (f) Low threat vegetation, including managed grassland, maintained lawns, golf courses, maintained public reserves and parklands, botanical gardens, vineyards, orchards, cultivated ornamental gardens, commercial nurseries, nature strips and wind breaks.
- (g) Unmanaged grassland, except in Tasmania

The subject site falls into the above exclusions, therefor the site is determined to be BAL-LOW# and no further assessment is required.

Clause 2.2.2: FDI is 100 as taken from table 2.3 Vic (b).

Clause 2.2.3: Vegetation has been determined to be Type.....

Clause 2.2.4: The distance of the site from the classified vegetation is m.

Clause 2.2.5: The effective slope of the classified vegetation was determined using an inclinometer and is deg up/down.

Clause 2.2.6: BAL was determined using Table 2.4.2 (see attached)
BAL-..... is to be used to determine appropriate construction requirements.

**Clause 2.2.7: Determine appropriate construction requirements using Figure 1.1 (see pg 2).
Construction sections determined to be section 3 and 5.**

#Notes: Under bushfire regulations released on the 8 September 2011 all new houses and alterations/additions in bushfire prone areas must meet a minimum Bushfire Attack Level (BAL) of 12.5
The above BAL rating is based on condition of vegetation at time of assessment and is only valid if vegetation is maintained as such.



Simon Anderson BE (Civil)CPEng MIEAust No 930355
Professional Engineer Registration No.: PE0003214
Date 29th July 2024

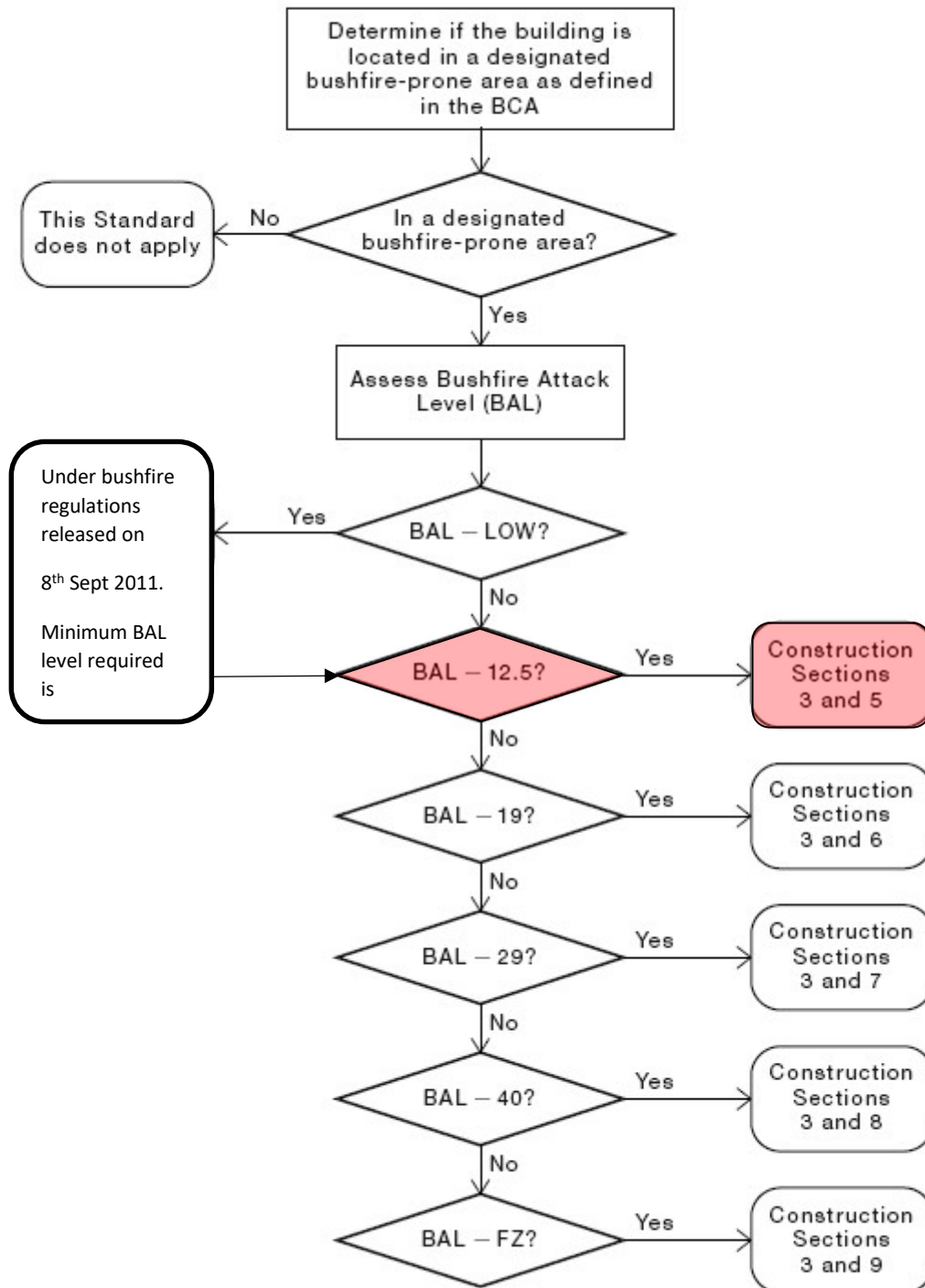


FIGURE 1.1 FLOW DIAGRAM SHOWING THE PROCESS FOR DETERMINING CONSTRUCTION REQUIREMENTS

**Memorandum of common provisions
Restrictive covenants in a transfer
Section 91A Transfer of Land Act 1958**

AA8553

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Lodged by	
Name:	Warren Graham & Murphy
Phone:	03 5152 2661
Address:	119 Main Street, Bairnsdale 3875
Reference:	RMH 1069721
Customer code:	21210T

This memorandum contains provisions which are intended for inclusion in transfers of land under the Transfer of Land Act 1958 to be subsequently lodged for registration.

Operative words including words to bind the burdened land and words of annexation must not be included.

Provisions to apply to the transfer:

Burdened land: The land hereby transferred

Benefited land: Lots 1 – 12 on Plan of Subdivision 847910K
The benefited land does not include the land being transferred.

Covenants: **Definitions (if any):**
Nil

Covenants:
The Transferees will not:

1. Erect, place, permit, licence or authorise or allow to remain on the said Lot more than one dwelling together with the usual outbuildings and such dwelling shall contain a floor area of not less than 150 square metres within the outer walls thereof (calculated by including the area of any carport or garage) and shall be built only of new materials (save for second hand bricks, mud bricks or rammed earth) and the roof of any dwelling or outbuildings thereon shall not be constructed of cement sheet nor of unpainted or exposed metal and the walls of any dwelling or outbuildings shall be painted so as not to permit any unpainted metal to be visible;
2. Erect, place, permit, licence or authorise on the said lot any outbuildings built with other than new materials of the same type as the main dwelling house or colour bonded material or zinalume;
3. No allotment on the development shall be occupied for residential purposes either temporarily or permanently until a Certificate of Occupancy is issued for the dwelling erected on the site unless temporary accommodation is required for the duration of the construction period of the dwelling no longer than twelve (12) months;
4. Use or permit to be used the said land or any part thereof for the purpose of the parking or storage of any

35392012A

V3

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

91ATLA
Page 1 of 2

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

motor vehicles, other than vehicles for regular domestic or business use.

- 5. Use or permit the use of the said land or any building thereon for the purpose of commercial breeding, boarding or training kennels for cats, dogs or to keep poultry in excess of twenty birds or for pig farming.
- 6. Use on the land or permit to be used on the land any unregistered motor bikes, unregistered motor vehicle or other unregistered motorised recreational vehicle.

Expiry: 31/12/2050



PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 31 January 2024 12:39 PM

PROPERTY DETAILS

Address: **16 ROWELLAN DRIVE EAGLE POINT 3878**
 Lot and Plan Number: **Lot 2 PS847910**
 Standard Parcel Identifier (SPI): **2\PS847910**
 Local Government Area (Council): **EAST GIPPSLAND**
 Council Property Number: **101415**
 Planning Scheme: **East Gippsland**
 Directory Reference: **Vicroads 84 C8**

www.eastgippsland.vic.gov.au

[Planning Scheme - East Gippsland](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
 Urban Water Corporation: **East Gippsland Water**
 Melbourne Water: **Outside drainage boundary**
 Power Distributor: **AUSNET**

STATE ELECTORATES

Legislative Council: **EASTERN VICTORIA**
 Legislative Assembly: **GIPPSLAND EAST**

OTHER

Registered Aboriginal Party: **Gunaikurnai Land and Waters Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[LOW DENSITY RESIDENTIAL ZONE \(LDRZ\)](#)
[SCHEDULE TO THE LOW DENSITY RESIDENTIAL ZONE \(LDRZ\)](#)



LDRZ - Low Density Residential

Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

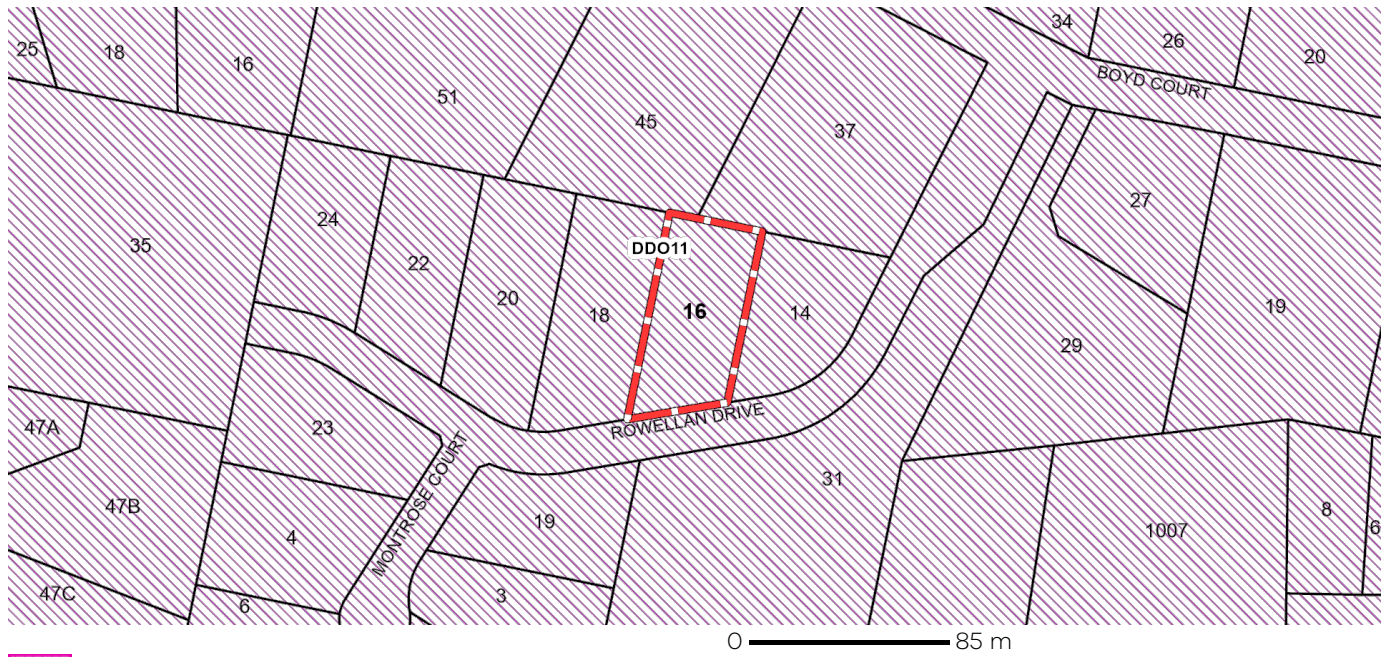


PLANNING PROPERTY REPORT

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 11 (DDO11)



DDO - Design and Development Overlay

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

EROSION MANAGEMENT OVERLAY (EMO)

VEGETATION PROTECTION OVERLAY (VPO)



EMO - Erosion Management Overlay

VPO - Vegetation Protection Overlay

Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

PLANNING PROPERTY REPORT

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Further Planning Information

Planning scheme data last updated on 7 December 2023.

A **planning scheme** sets out policies and requirements for the use, development and protection of land.

This report provides information about the zone and overlay provisions that apply to the selected land.

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council

or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**.

It does not include information about exhibited planning scheme amendments, or zonings that may affect the land.

To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

For details of surrounding properties, use this service to get the Reports for properties of interest.

To view planning zones, overlay and heritage information in an interactive format visit

<https://mapshare.maps.vic.gov.au/vicplan>

For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

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Page 43 of 53



PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

This property is in a designated bushfire prone area. Special bushfire construction requirements apply to the part of the property mapped as a designated bushfire prone area (BPA). Planning provisions may apply.

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated Bushfire Prone Areas

Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

Designated BPA maps can be viewed on VicPlan at <https://mapshare.vic.gov.au/vicplan/> or at the relevant local council.

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

Information for lot owners building in the BPA is available at <https://www.planning.vic.gov.au>.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>. Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>. For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>.

Native Vegetation

Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local planning scheme. For more information see [Native Vegetation \(Clause 52.17\)](#) with local variations in [Native Vegetation \(Clause 52.17\) Schedule](#)

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](http://Native%20vegetation%20(environment.vic.gov.au)) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit [NatureKit \(environment.vic.gov.au\)](http://NatureKit%20(environment.vic.gov.au))

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PROPOSED RESIDENCE FOR
MR. OLIVER & MRS. KELLY WAGER
LOT 2 ROWELLAN DRIVE EAGLE POINT

JUBILEE 310

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COLMAC HOMES

"Our Family Business, Building your Family Home"

-Photo rendering is for illustrative purposes only,
 Refer to sales consultant for inclusions list

CLIENT INITIALS:

BUILDER INITIALS:

DATE:

PHONE: (03) 5143 0399 FAX: (03) 5143 0933
 No.3-5 (LOT 13) NORTHLAND DRIVE, SALE 3850
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 www.colmachomes.com.au

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PROPOSED RESIDENCE FOR
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 LOT 2 ROWELLAN DRIVE
 EAGLE POINT

COLMAC HOMES
 "Our Family Business, Building your Family Home"
 DB-U 22425

JUBILEE 310

1. DWELLING:	309.18 m ²	33.28 sq
2. GARAGE:	61.04 m ²	6.57 sq
3. ALFRESCO:	15.99 m ²	1.72 sq
4. PORCH:	3.97 m ²	0.43 sq
5. SIDE PORCH:	2.38 m ²	0.26 sq
6. TOTAL:	392.55 m ²	42.25 sq
#. LOT SIZE:	- 3,261m ²	

LEGEND

DP	DENOTES COLORBOND DOWNPIPE LOCATION
DP	DENOTES 1000 PVC DOWNPIPE LOCATION
(90)	DENOTES SINGLE GLAZED WINDOWS & DOORS
(100)	DENOTES DOUBLE GLAZED WINDOWS & DOORS
	DENOTES REINFORCEMENT TO SELECTED WC, BATH & SHOWER WALLS TO COMPLY WITH NCC 4.2. REFER TO INTERNAL ELEVATIONS FOR REINFORCEMENT DETAILS
	DENOTES WC CIRCULATION SPACE (1200L x 900W) CIRCULATION SPACE TO COMPLY WITH NCC 4.2

CLIENT INITIALS:
 BUILDER INITIALS:
 DATE:

SITE PLAN

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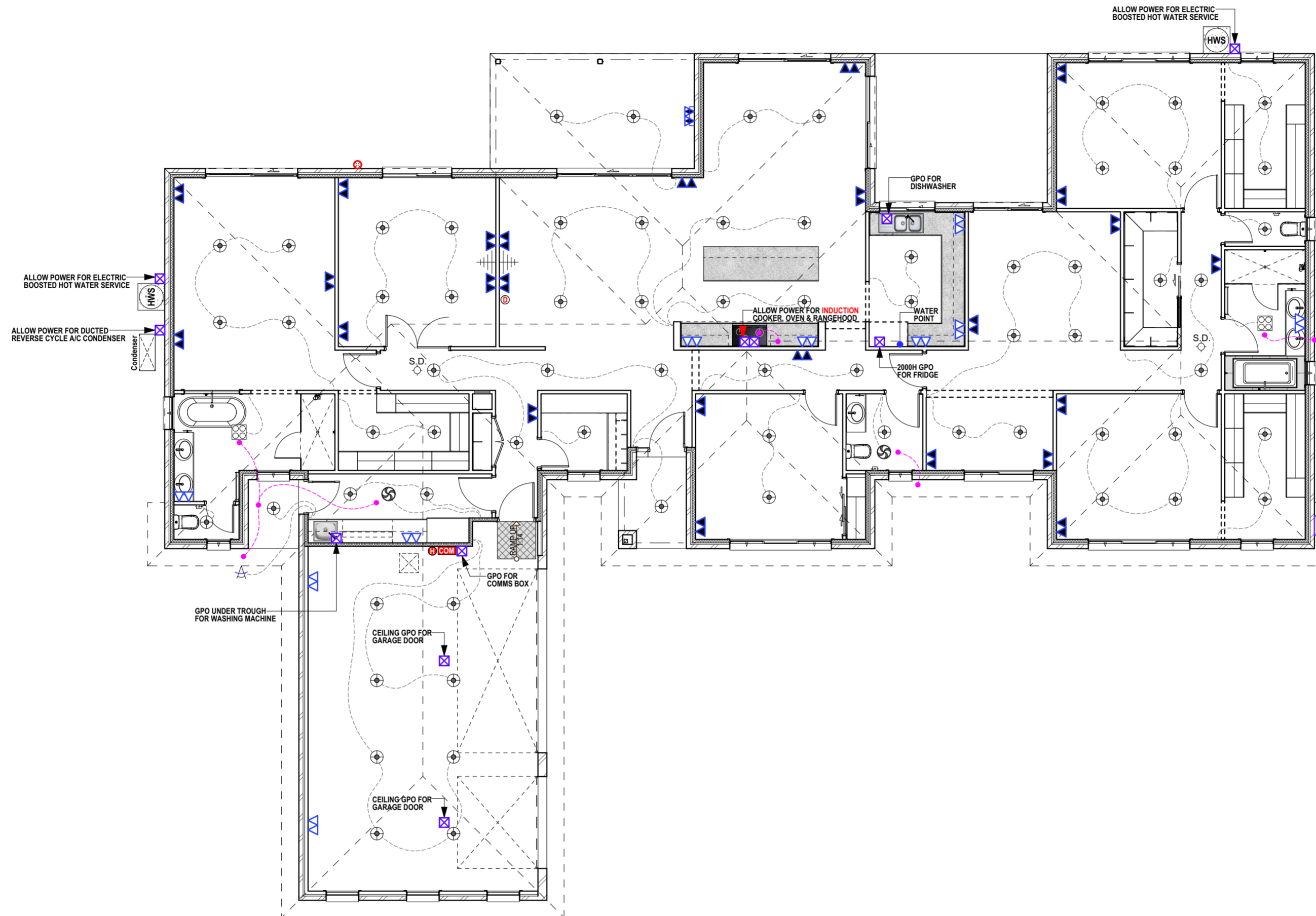
SCALE: 1:300 AT A2	DATE: 6/08/24	JOB No.: WAGE-PDO 1	SHEET: 1
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DRAWN:
J.R.P.

SINGLE PHASE POWER
 PLEASE REFER TO COLOUR SELECTION DOCUMENTS FOR ELECTRICAL SPECS.
ELECTRICAL LEGEND

DESCRIPTION	SYMBOL	QTY.
DOUBLE GPO - 300 HIGH	▲▲	25
DOUBLE GPO - 1100 HIGH	▲▲	10
EXTERNAL GPO - 1100 HIGH	▲▲	1
DOUBLE GPO - OTHER	⊠	11
SAL 9W LED DOWNLIGHT (92mm CUT OUT)	⊕	69
4 GLOBE MARTEC HEAT / FAN	⊗	2
SINGLE PARA FLOOD LIGHT	⊗	1
SMOKE DETECTOR (300mm min CLEARANCE OFF WALLS)	S.D.	2
EXHAUST FAN (SEALED)	⊗	2
EXHAUST DUCT (VENT TO NEAREST RIDGE LINE OR EAVE)	—	5
TV POINT	⊕	2
DATA POINT (RETURNS TO HOME POINT)	⊕	1
HOME DATA POINT	⊕	1
COMMUNICATION BOX	COM	1
METER BOX	METER BOX	1
HOT WATER SERVICE (ELECTRIC)	HWS	2

NOTE: THIS PLAN MAY DIFFER DUE TO LEGISLATION & STRUCTURAL OBSTRUCTIONS ETC.



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 EAGLE POINT

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DB-U 22425

JUBILEE 310

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#. LOT SIZE:	- 3,261m ²	

LEGEND

— DP	DENOTES COLORBOND DOWNPIPE LOCATION
⊕ DP	DENOTES 1000 PVC DOWNPIPE LOCATION
(*) SG	DENOTES SINGLE GLAZED WINDOWS & DOORS
(**G)	DENOTES DOUBLE GLAZED WINDOWS & DOORS
⊗	DENOTES REINFORCEMENT TO SELECTED WALLS & SHOWER WALLS TO COMPLY WITH NCC #2. REFER TO INTERNAL ELEVATIONS FOR REINFORCEMENT DETAILS
⊗	DENOTES WC CIRCULATION SPACE (1200L x 900W) CIRCULATION SPACE TO COMPLY WITH NCC #2

CLIENT INITIALS:

BUILDER INITIALS:

DATE:

ELECTRICAL LAYOUT

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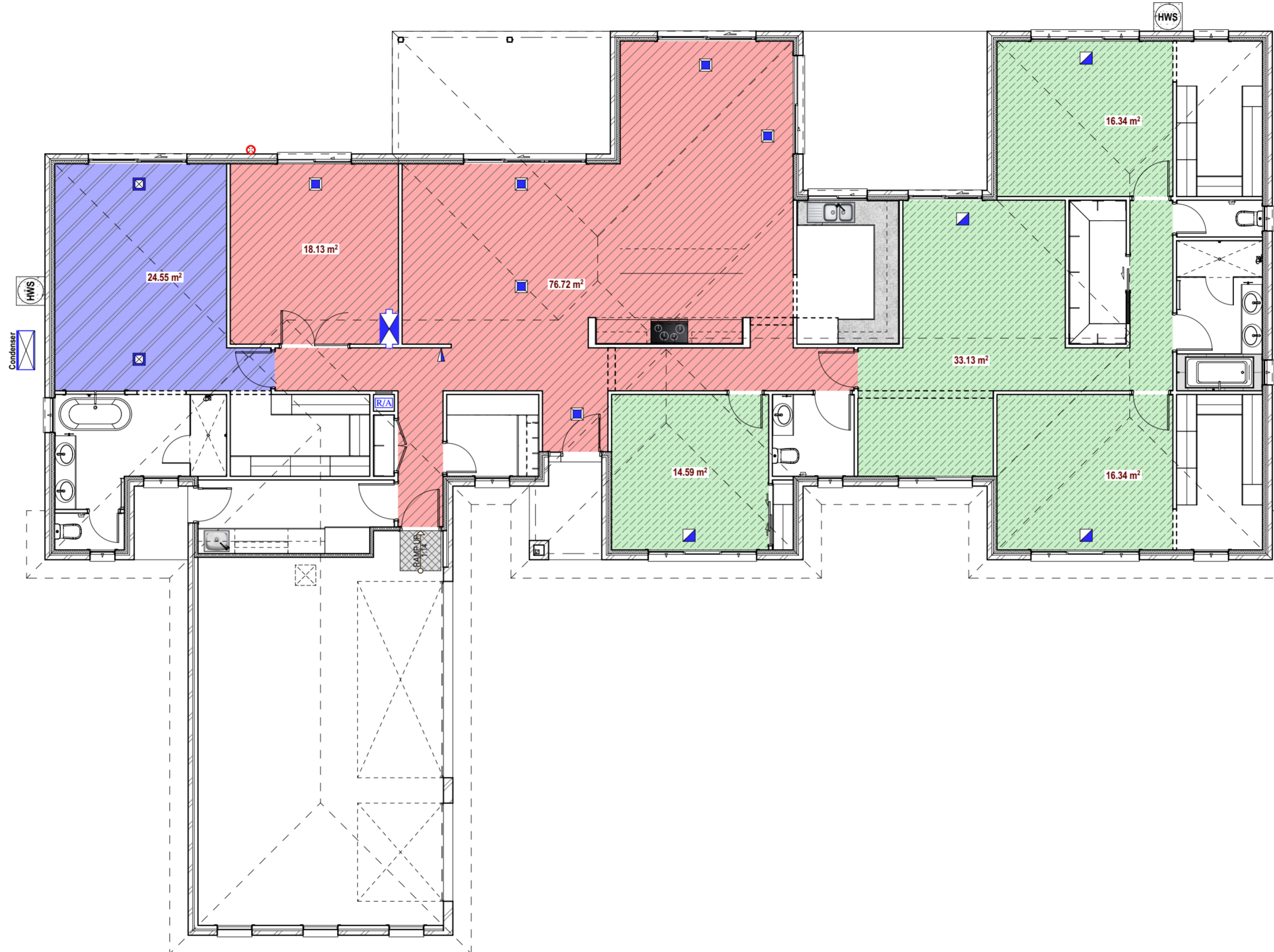
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DRAWN:
 J.R.P.

SINGLE PHASE POWER
LEGEND

DESCRIPTION	SYMBOL	QTY.
REVERSE CYCLE DUCTED UNIT (RINNAI 17KW)		1
DUCT OUTLETS (COMMON ZONE)		6
DUCT OUTLETS (ZONE 1)		2
DUCT OUTLETS (ZONE 2)		4
RETURN AIR (1200H x 400W GRILL)		1
CENTRAL CONTROL (1500 H OFF FLOOR)		1
REF. COOLING CONDENSER		1

NOTE: THIS PLAN MAY DIFFER DUE TO LEGISLATION & STRUCTURAL OBSTRUCTIONS ETC.



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 LOT 2 ROWELLAN DRIVE
 EAGLE POINT

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LEGEND

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	DENOTES WC CIRCULATION SPACE (1200L x 900W) CIRCULATION SPACE TO COMPLY WITH NCC 4.2

CLIENT INITIALS:

BUILDER INITIALS:

DATE:

HEATING & COOLING

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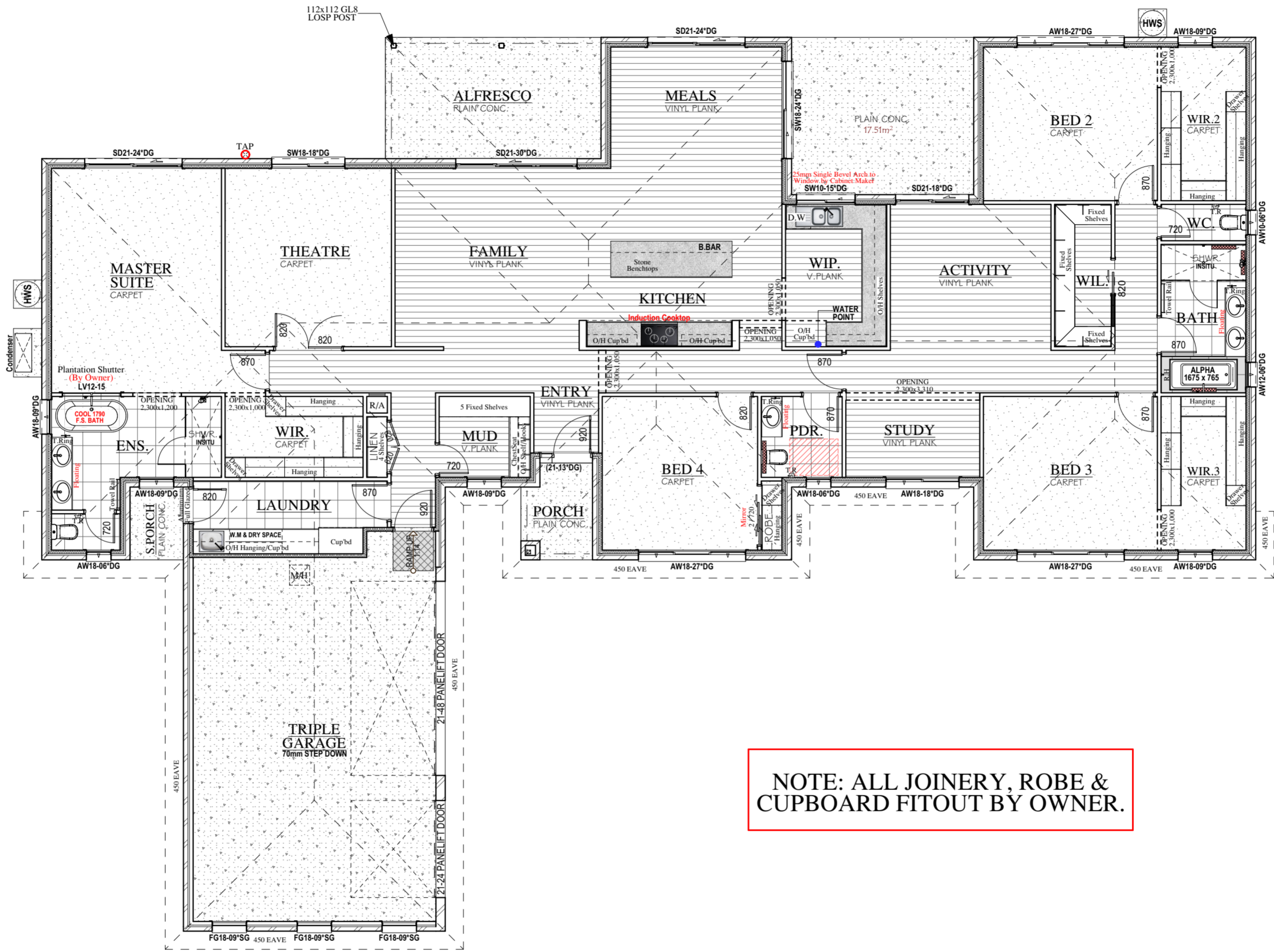
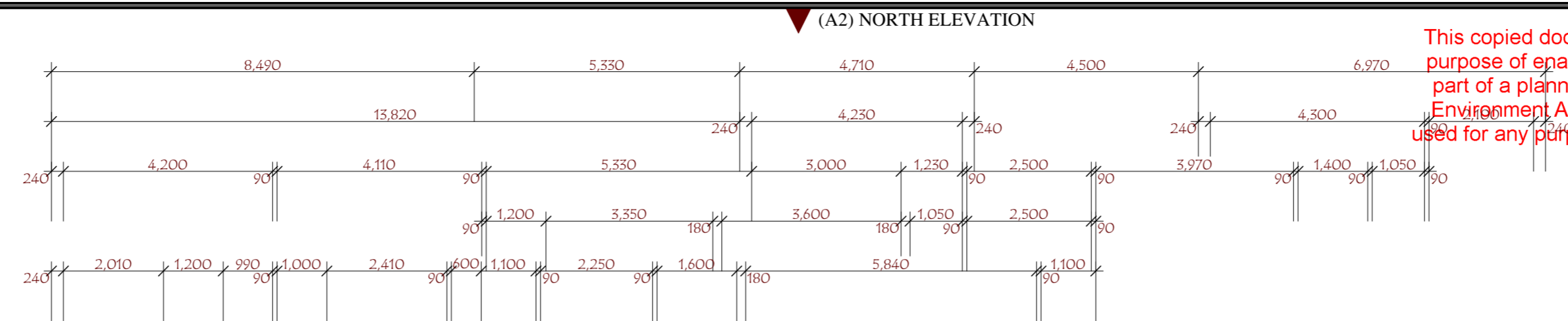
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DRAWN:
 J.R.P.

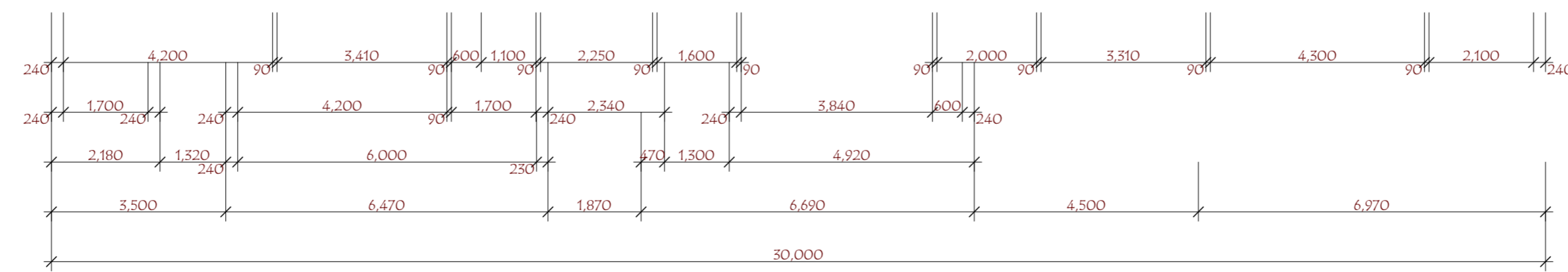
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(A2) WEST ELEVATION

(A2) EAST ELEVATION



NOTE: ALL JOINERY, ROBE & CUPBOARD FITOUT BY OWNER.



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 EAGLE POINT

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(A2) SOUTH ELEVATION

JUBILEE 310

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CLIENT INITIALS:
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 DATE:

FLOOR PLAN

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NORTH ELEVATION



EAST ELEVATION



SOUTH ELEVATION



WEST ELEVATION

PROPOSED RESIDENCE FOR
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 LOT 2 ROWELLAN DRIVE
 EAGLE POINT



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*****	DENOTES WC CIRCULATION SPACE (1200L x 900W) CIRCULATION SPACE TO COMPLY WITH NCC 4.2

CLIENT INITIALS: _____
 BUILDER INITIALS: _____
 DATE: _____

ELEVATIONS

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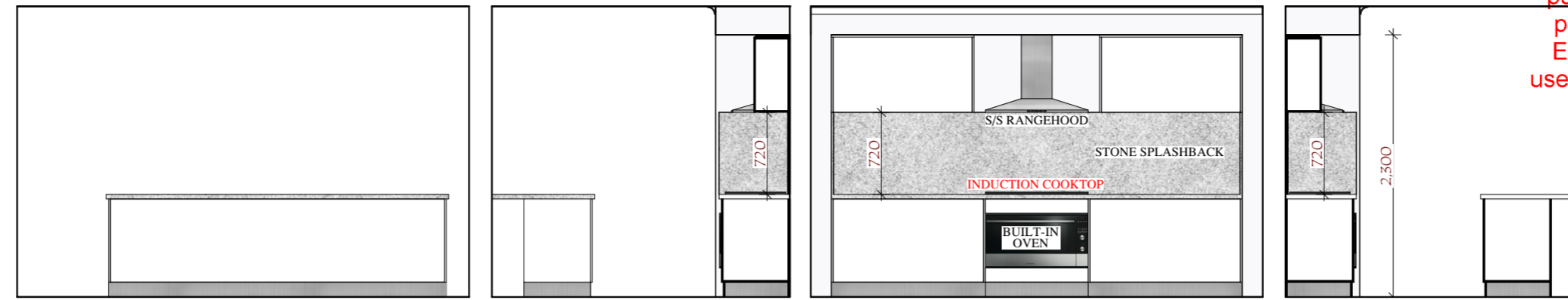
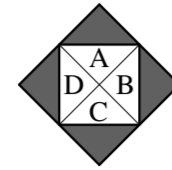
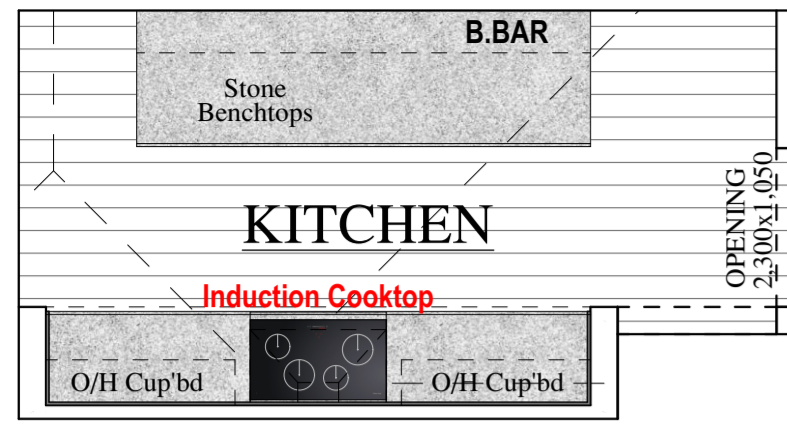
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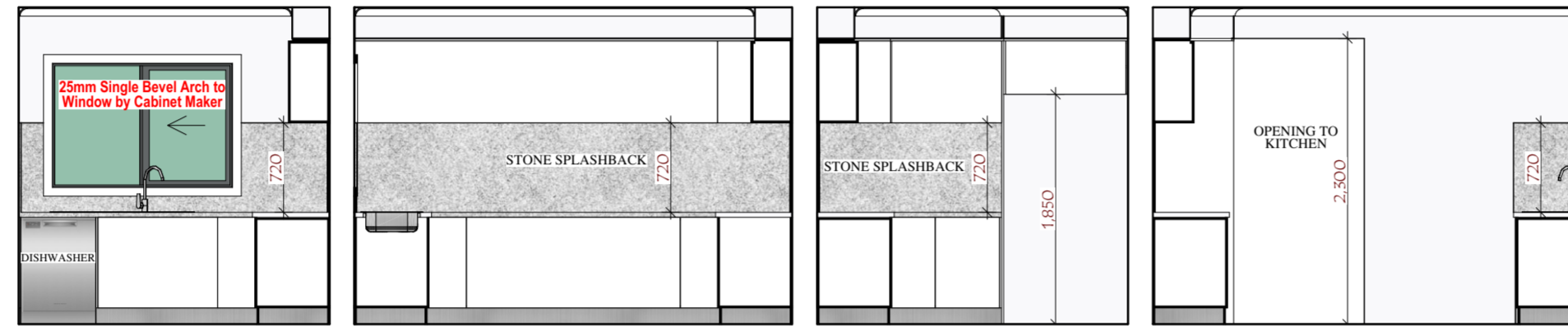
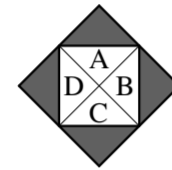
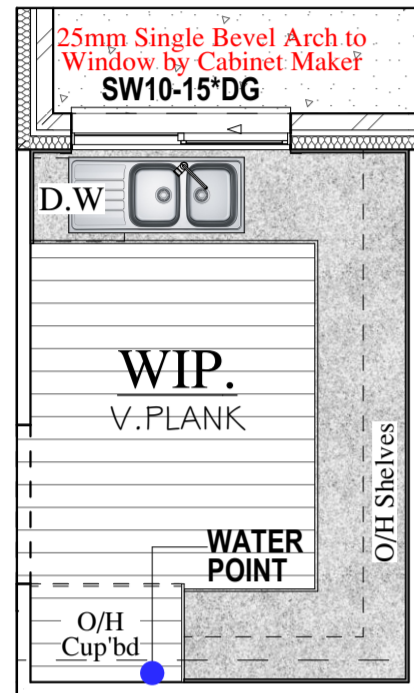
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DRAWN:
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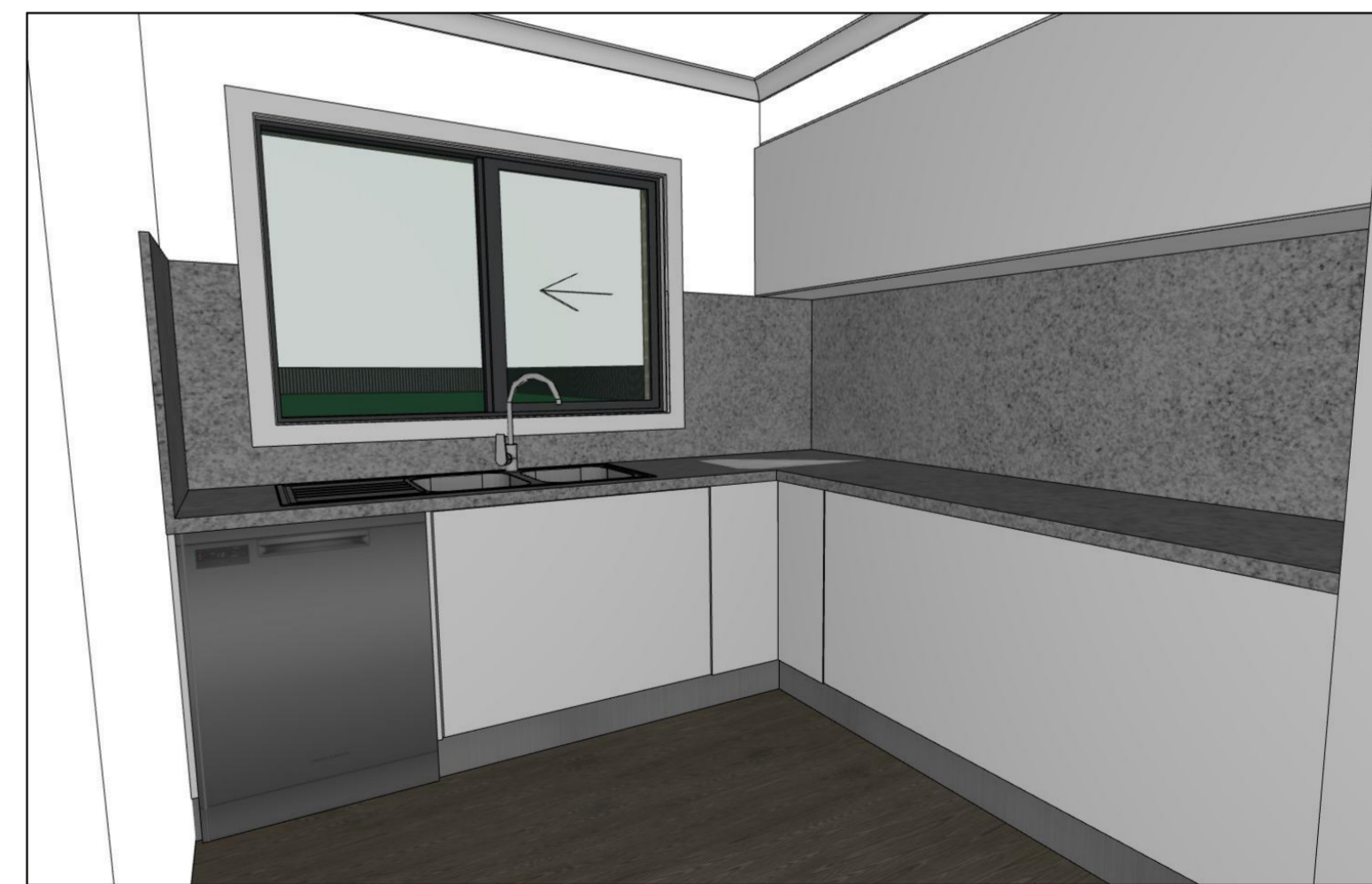


A B C D



A B C D

NOTE: ALL JOINERY, ROBE & CUPBOARD FITOUT BY OWNER.



NOTE: ALL TILES & CABINETRY DIMENSIONS, SIZE, PANELS & JOINERY ARE APPROX. MAY ALTER ON-SITE DURING CONSTRUCTION AFTER CABINETRY FINAL MEASURE

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LEGEND

- DP DENOTES COLORBOND DOWNPIPE LOCATION
- DP DENOTES 1000 PVC DOWNPIPE LOCATION
- (S0) DENOTES SINGLE GLAZED WINDOWS & DOORS
- (D0) DENOTES DOUBLE GLAZED WINDOWS & DOORS
- ***** DENOTES REINFORCEMENT TO SELECTED W.C. & SHOWER WALLS TO COMPLY WITH NCC #2. REFER TO INTERNAL ELEVATIONS FOR REINFORCEMENT DETAILS
- Denotes W.C. CIRCULATION SPACE (1200L x 900W) CIRCULATION SPACE TO COMPLY WITH NCC #2

CLIENT INITIALS:
 BUILDER INITIALS:
 DATE:

JOINERY DETAILS

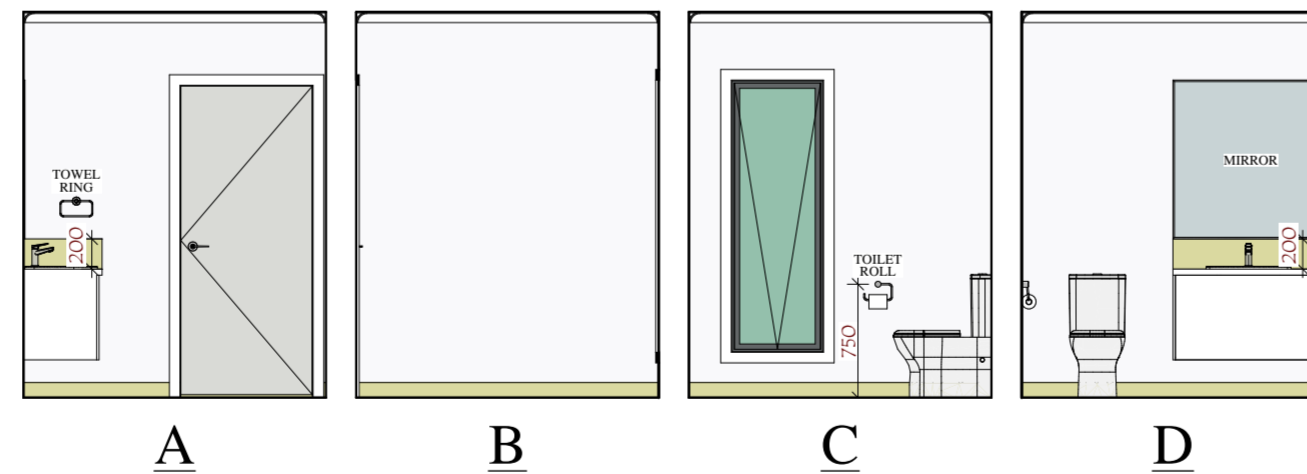
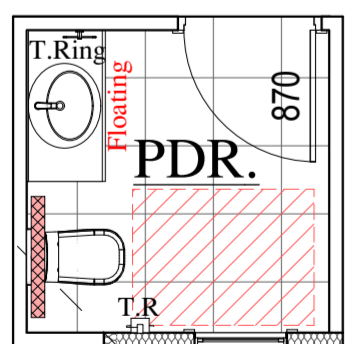
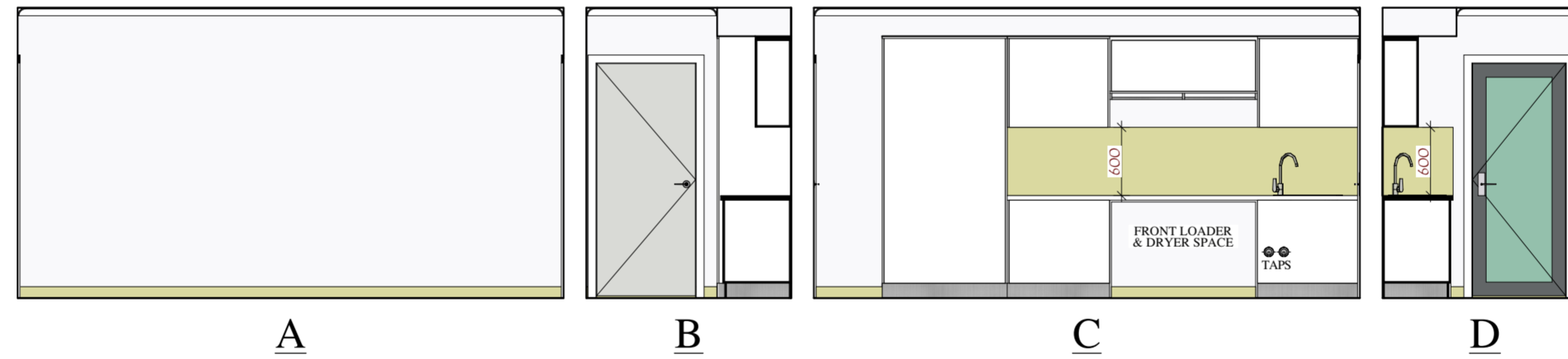
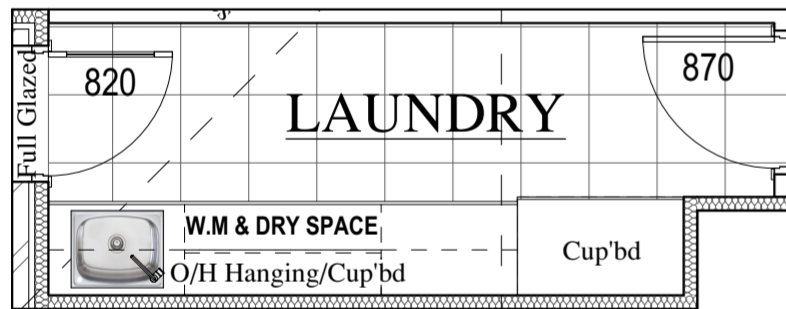
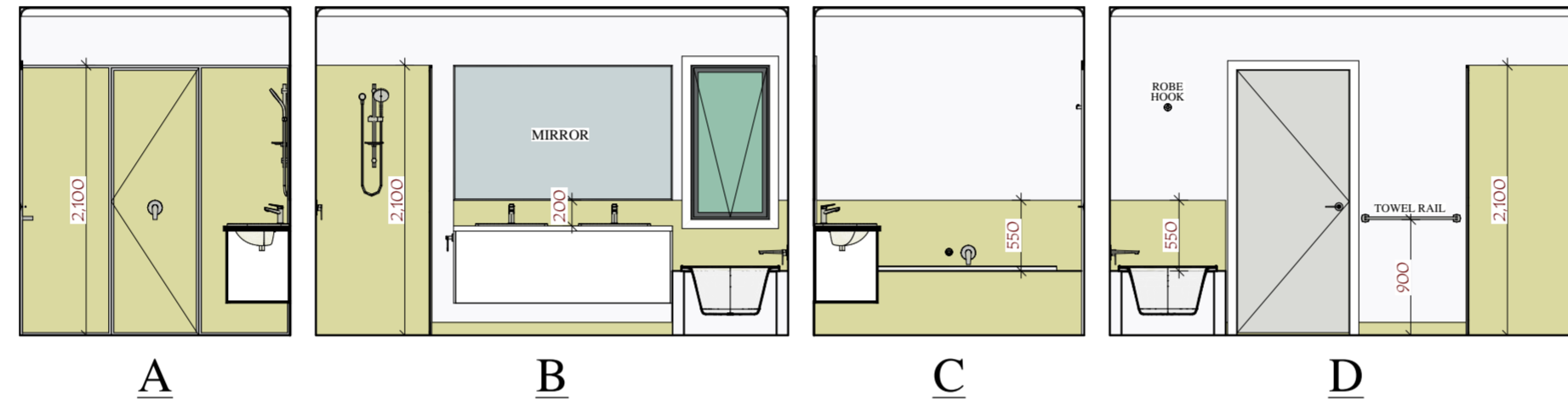
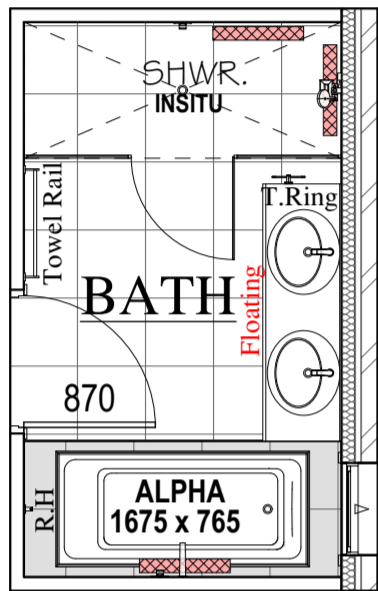
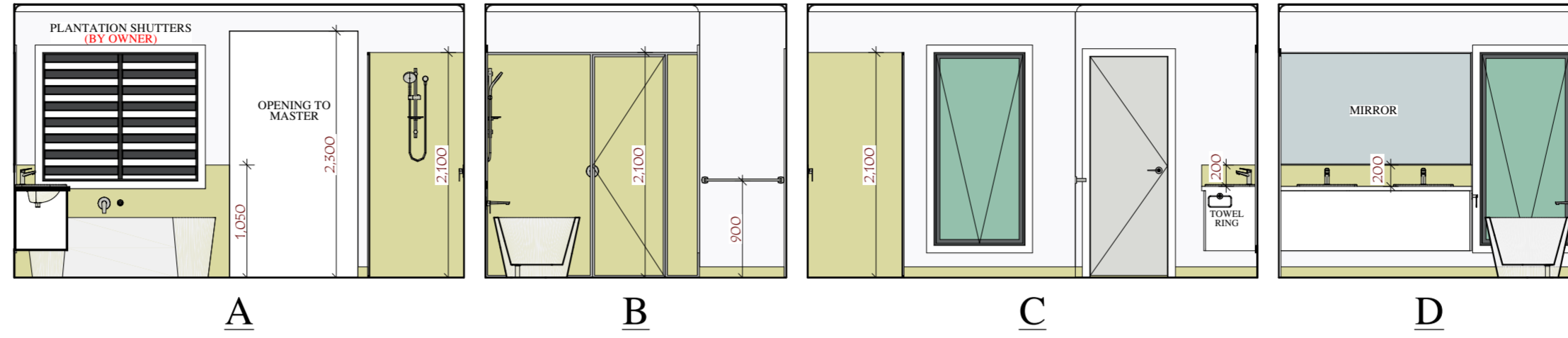
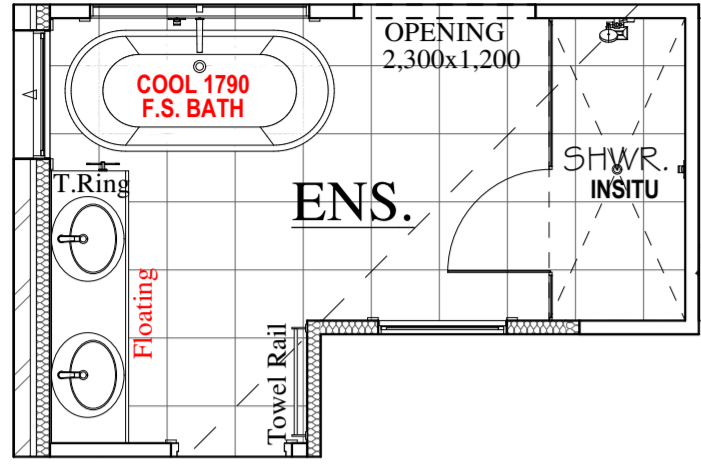
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SCALE: 1:100 AT A2 DATE: 6/08/24 JOB No.: WAGE-PDO 1 SHEET: 9

DRAWN: J.R.P.
 SHEET: 9



NOTE: ALL JOINERY, ROBE & CUPBOARD FITOUT BY OWNER.

NOTE: ALL TILES & CABINERY DIMENSIONS, SIZE, PANELS & JOINERY ARE APPROX. MAY ALTER ON-SITE DURING CONSTRUCTION AFTER CABINERY FINAL MEASURE

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CLIENT INITIALS:
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JOINERY DETAILS

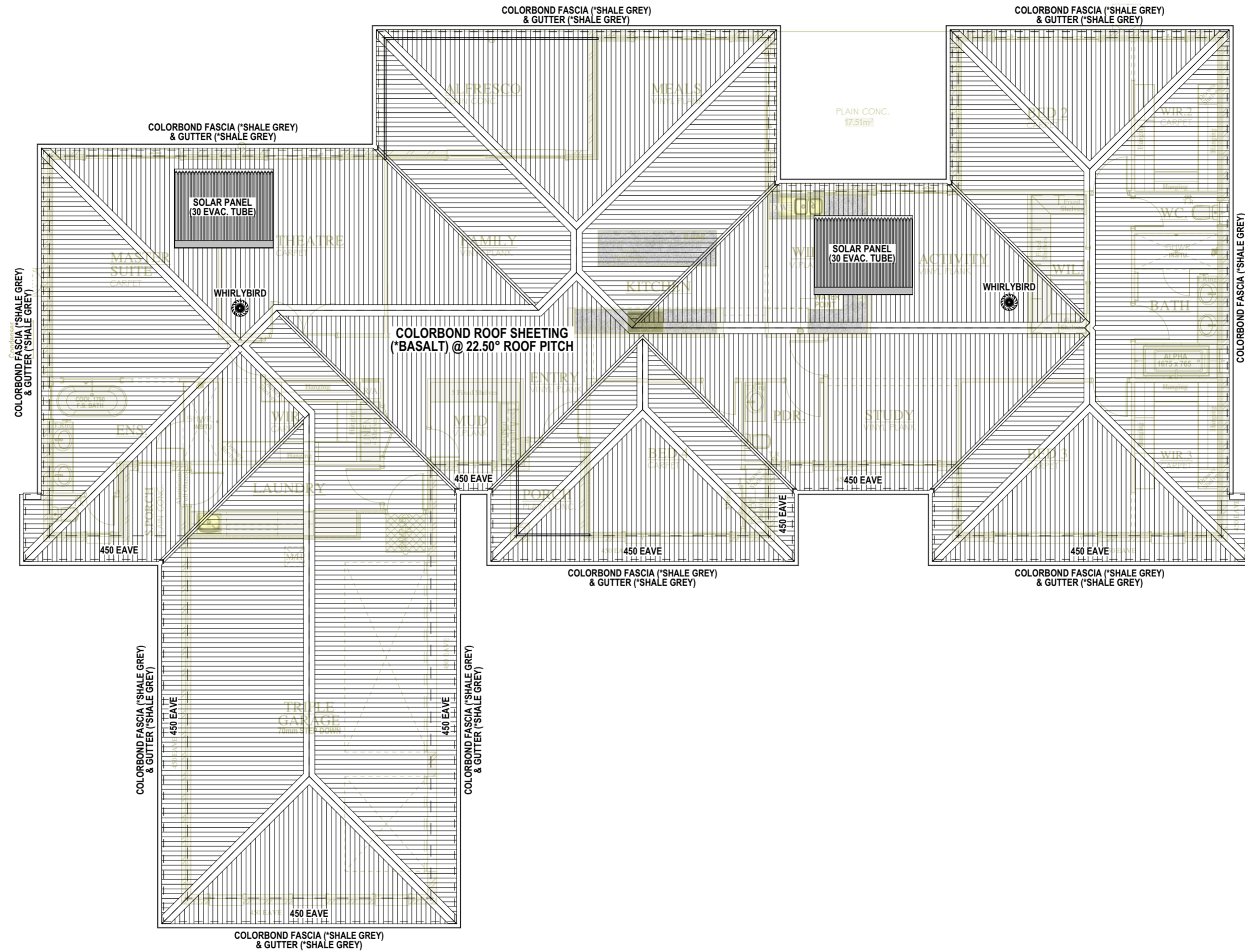
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 (03) 5143 0399 FAX: (03) 5143 0933
 (LOT 13) NORTHLAND DRIVE, SALE 3850
 www.colmachomes.com.au

SCALE: 1:50 AT A2	DATE: 6/08/24	JOB No.: WAGE-PDO 1	SHEET: 10
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DRAWN:
J.R.P.

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(A2) WEST ELEVATION

(A2) EAST ELEVATION

PROPOSED RESIDENCE FOR
MR. OLIVER & MRS. KELLY WAGER
LOT 2 ROWELLAN DRIVE
EAGLE POINT

COLMAC HOMES
"Our Family Business, Building your Family Home"

DB-U 22425

JUBILEE 310

1. DWELLING:	309.18 m ²	33.28 sq
2. GARAGE:	61.04 m ²	6.57 sq
3. ALFRESCO:	15.99 m ²	1.72 sq
4. PORCH:	3.97 m ²	0.43 sq
5. SIDE PORCH:	2.38 m ²	0.26 sq
6. TOTAL:	392.55 m ²	42.25 sq
#. LOT SIZE:	- 3,261m ²	

LEGEND

- DP DENOTES COLORBOND DOWNPIPE LOCATION
- DP DENOTES 1000 PVC DOWNPIPE LOCATION
- (S0) DENOTES SINGLE GLAZED WINDOWS & DOORS
- (D0) DENOTES DOUBLE GLAZED WINDOWS & DOORS
- ***** DENOTES REINFORCEMENT TO SELECTED WC, BATH & SHOWER WALLS TO COMPLY WITH NCC 4.2. REFER TO INTERNAL ELEVATIONS FOR REINFORCEMENT DETAILS
- Denotes WC CIRCULATION SPACE (1200L x 900W) CIRCULATION SPACE TO COMPLY WITH NCC 4.2

CLIENT INITIALS:
BUILDER INITIALS:
DATE:

ROOF PLAN

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Page 53 of 55

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SCALE: 1:100 AT A2	DATE: 6/08/24	JOB No.: WAGE-PDO1	SHEET: 12
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