

# NOTICE OF AN APPLICATION FOR PLANNING PERMIT

The land affected by the application is located at:	1 Hylton Vista WY YUNG VIC 3875 Lot: 1 PS: 905305
The application is for a permit to:	Use and Development of a Display Home, associated works for a carpark and earthworks
A permit is required under the following clauses of the planning scheme:	
Planning Scheme Clause	Matter for which a permit is required
32.02-1 (LDRZ)	Use of land for a Display Home.
32.03-4 (LDRZ)	Construct or carry out a building or works for a Display Home.
32.03-4 (LDRZ)	Construct or carry out a building or works for a carpark.
44.01-2 (EMO)	Construct a building or construct or carry out works.
The applicant for the permit is:	Stroud Homes East Gippsland
The application reference number is:	5.2025.197.1

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.

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

**April McDonald**

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**From:** Snapforms Notifications <no-reply@snapforms.com.au>  
**Sent:** Wednesday, 18 June 2025 11:12 AM  
**To:** Planning Unit Administration  
**Subject:** Planning Permit application  
**Attachments:** Planning\_Permit\_Application\_2025-06-18T11-11-34\_25959556\_0.pdf; Land Title.pdf; 173 Argreement AW764256M.pdf; 1 Hylton Vista, Wy Yung - Concepts 13.06.pdf; 1-Hylton-Vista-Wy-Yung-(ID453854725)-Vicplan-Planning-Property-Report (1).pdf; 173 Argreement AXO12960E.pdf; Plan of Subdivision.pdf; 1 Hylton Vista, Wy Yung - Concepts 3D 13.06.pdf

## Planning Permit Application

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

**Applicant name:** Terry Young

**Business trading name:** Stroud Homes East Gippsland

**Email address:** terry.young@stroudhomes.com

**Postal address :** 89 Main Street Bairnsdale

**Preferred phone number:**

**Secondary phone number:**

**Owner's name:**

**Owner's business trading name (if applicable):**

**Owner's postal address:**

**Street number:** 1

**Street name:** Hylton Vista

**Town:** Wy Yung

**Post code:** 3875

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

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

**Existing conditions :** Vacant Land

**Description of proposal :** Constructuion of a new dwelling and shed that will be used as a display home including carparks. Change of use from typical dwelling to display home for period of 2 to 4 years.

**Estimated cost of development:** 850000

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

**Full copy of Title:** [Land Title.pdf](#)

**Covenants agreements:** [173 Argreement AW764256M.pdf](#)

**Plans:** [1 Hylton Vista, Wy Yung - Concepts 13.06.pdf](#)

**Planning report:** [1-Hylton-Vista-Wy-Yung-\(ID453854725\)-Vicplan-Planning-Property-Report \(1\).pdf](#)

**ExtraFile:** 3

**1. Supporting information/reports:** [173 Argreement AXO12960E.pdf](#)

**2. Supporting information/reports:** [Plan of Subdivision.pdf](#)

**3. Supporting information/reports:** [1 Hylton Vista, Wy Yung - Concepts 3D 13.06.pdf](#)

**Invoice Payer:** Stroud Homes East Gippland

**Address for Invoice:** 89 Main Street Bairnsdale

**Invoice Email:**

**Primary Phone Invoice:**

**Invoice Secondary Phone:**

**Declaration:** Yes

**Authority Check:** Yes

**Notice Contact Check:** Yes

**Notice check 2:** Yes

**Privacy Statement Acknowledge:** Yes

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

Page 1 of 3

VOLUME 12512 FOLIO 470

Security no : 124125425304C  
Produced 18/06/2025 10:49 AM

### LAND DESCRIPTION

Lot 1 on Plan of Subdivision 905305H.

PARENT TITLES :

Volume 08384 Folio 152      Volume 09565 Folio 215

Created by instrument PS905305H 08/11/2023

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor

### ENCUMBRANCES, CAVEATS AND NOTICES

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AW764256M 26/04/2023

AGREEMENT Section 173 Planning and Environment Act 1987  
AX012960E 04/07/2023

### DIAGRAM LOCATION

SEE PS905305H 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: 1 HYLTON VISTA WY YUNG VIC 3875

### ADMINISTRATIVE NOTICES

NIL

eCT Control 22727X EAST GIPPSLAND CONVEYANCING  
Effective from 12/12/2023

DOCUMENT END



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Document Type	<b>Plan</b>
Document Identification	<b>PS905305H</b>
Number of Pages (excluding this cover sheet)	<b>10</b>
Document Assembled	<b>18/06/2025 10:49</b>

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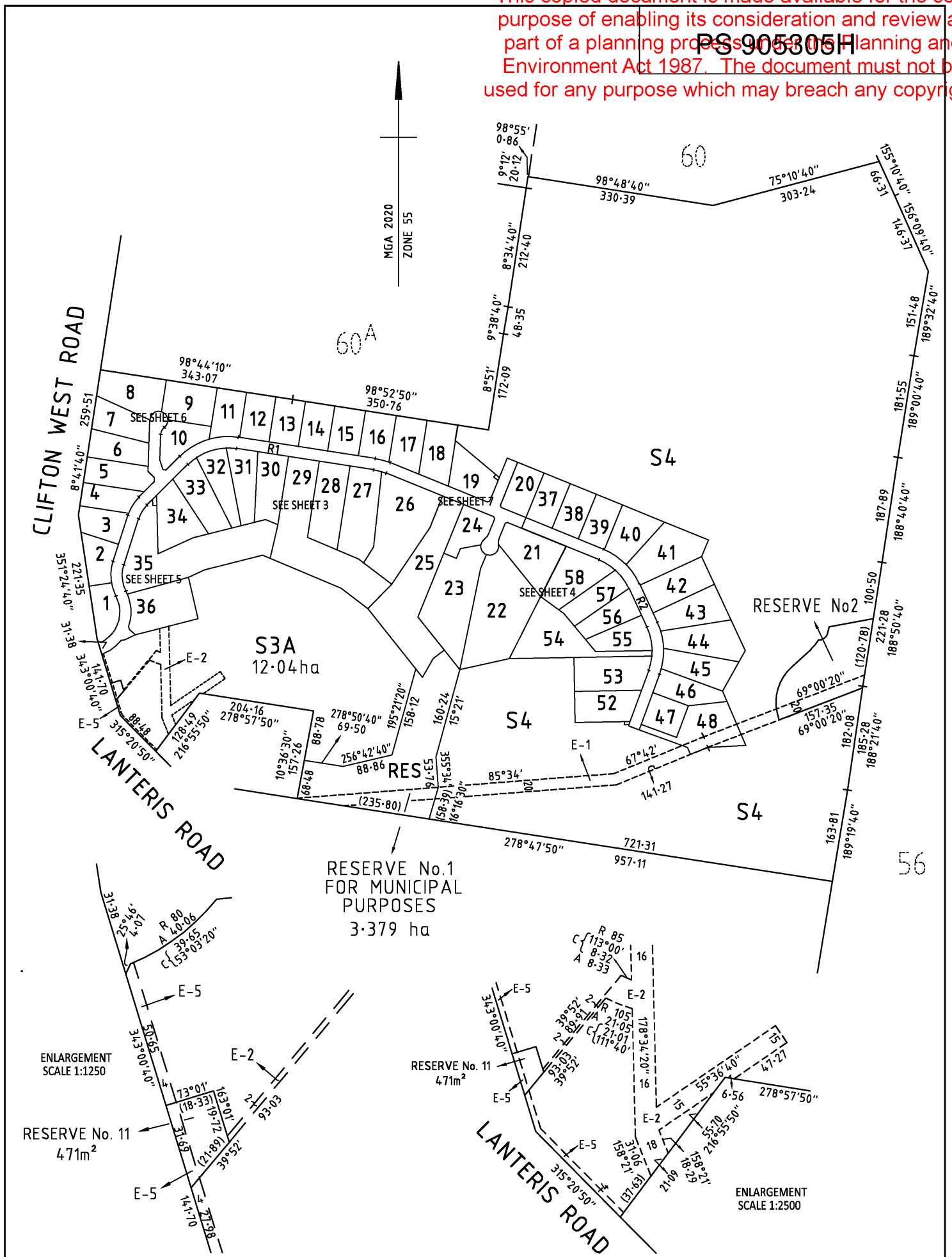
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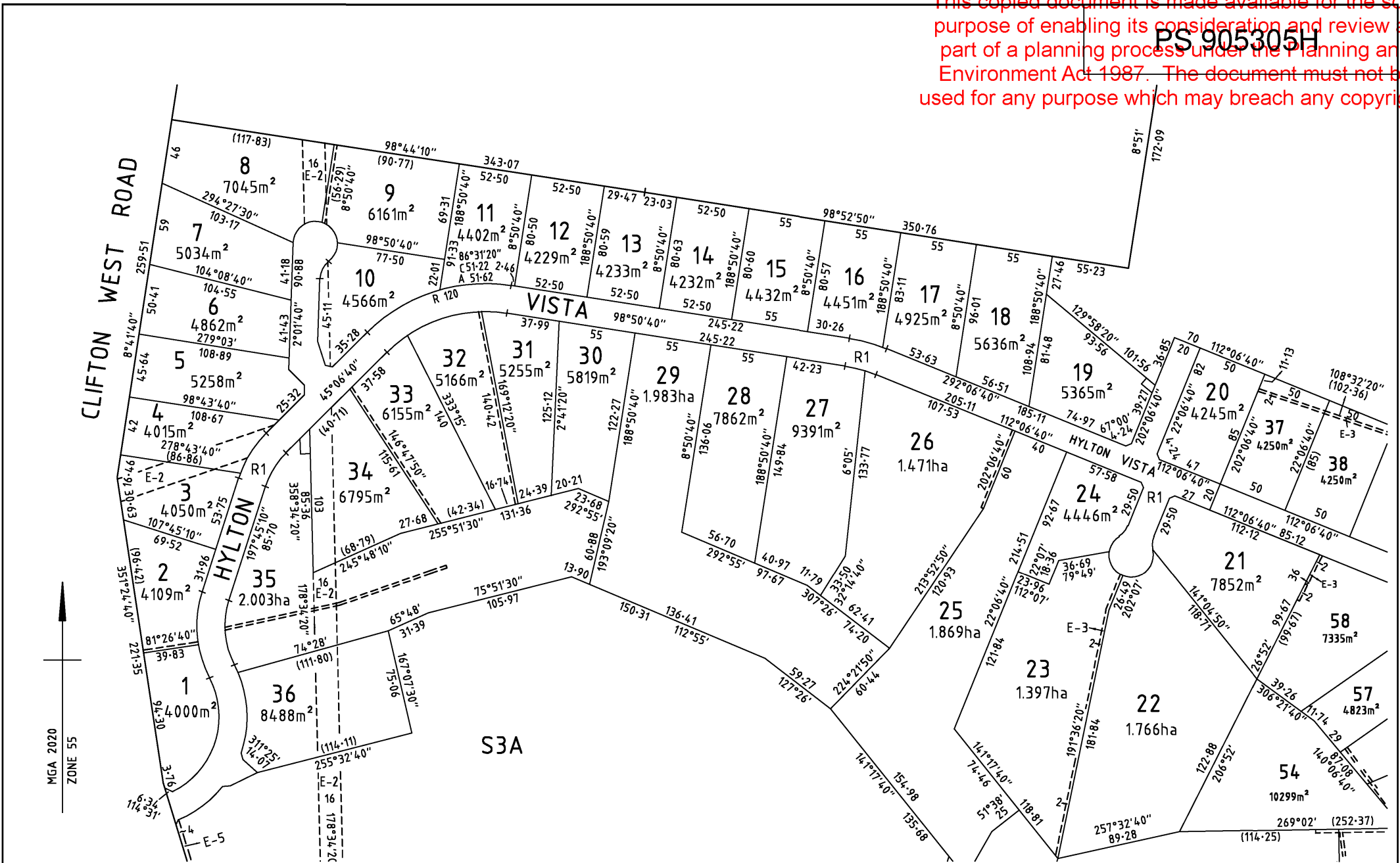
<h1>PLAN OF SUBDIVISION</h1>		<div style="display: flex; justify-content: space-around;"> <div>EDITION 2</div> <div>PS 905305H</div> </div>		
<b>LOCATION OF LAND</b>  <b>PARISH:</b> WY-YUNG  <b>CROWN ALLOTMENT:</b> 58 (Part), 59 AND 59A  <b>TITLE REFERENCE:</b> VOL 08384 FOL 152 (Pt) VOL 09565 FOL 215  <b>LAST PLAN REFERENCE:</b> TP 663976N (LOT 1) LP 146101U (LOT 2)  <b>POSTAL ADDRESS:</b> 30 CLIFTON WEST ROAD (at time of subdivision) WY YUNG, VIC. 3875  <b>MGA CO-ORDINATES:</b> E: 553 570 ZONE: 55 (of approx centre of land in plan) N: 5 817 960 GDA 2020		Council Name: East Gippsland Shire Council  Council Reference Number: PS905305H Planning Permit Reference: 475/2020/P SPEAR Reference Number: S199211C  <b>Certification</b>  This plan is certified under section 6 of the Subdivision Act 1988  Public Open Space  A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has not been satisfied at Certification  Digitally signed by: Robert Pringle for East Gippsland Shire Council on 13/10/2023  <b>Statement of Compliance</b> issued: 25/10/2023  Public Open Space  A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has been satisfied for: Stage 1 only at Statement of Compliance		
<b>VESTING OF ROADS AND/ OR RESERVES</b>		<b>NOTATIONS</b>		
IDENTIFIER	COUNCIL/ BODY/ PERSON			
ROAD R1	EAST GIPPSLAND SHIRE COUNCIL			
ROAD R2	EAST GIPPSLAND SHIRE COUNCIL			
RESERVE NO. 1	EAST GIPPSLAND SHIRE COUNCIL			
RESERVE NO. 2	EAST GIPPSLAND SHIRE COUNCIL			
RESERVE NO. 5	AUSNET ELECTRICITY SERVICES PTY. LTD.			
RESERVE NO. 6	AUSNET ELECTRICITY SERVICES PTY. LTD.			
RESERVE NO. 7	AUSNET ELECTRICITY SERVICES PTY. LTD.			
RESERVE NO. 11	EAST GIPPSLAND REGION WATER CORPORATION			
<b>NOTATIONS</b>				
DEPTH LIMITATION: CROWN ALLOTMENT 59A DEPTH LIMITATION 15.24m				
<b>SURVEY:</b> This plan is based on survey.				
<b>STAGING:</b> This is a staged subdivision. Planning Permit No. 475/2020/P  This survey has been connected to permanent marks No(s). 82, 147 and 148  In Proclaimed Survey Area No. -				
<b>EASEMENT INFORMATION</b>				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/ In Favour Of
E-1	GAS PIPELINE	20	AB560292C	DUKE EASTERN GAS PIPELINE PTY LTD DEI EASTERN GAS PIPELINE PTY LTD
E-2 & E-4	POWER LINE	SEE DIAG.	THIS PLAN - Sec. 88 OF THE ELECTRICITY INDUSTRY ACT 2000	AUSNET ELECTRICITY SERVICES PTY. LTD.
E-3 & E-4	DRAINAGE	2	THIS PLAN	LOTS IN PS905305H AND EAST GIPPSLAND SHIRE COUNCIL
E-5	PIPELINE OR ANCILLARY PURPOSES	4	THIS PLAN - Sec. 136 of the WATER ACT 1989	EAST GIPPSLAND REGION WATER CORPORATION
 <b>Beveridge Williams</b> development & environment consultants  Sale ph : 03 5144 3877  <a href="http://www.beveridgewilliams.com.au">www.beveridgewilliams.com.au</a>		SURVEYORS FILE REF: 1600534 S1  Digitally signed by: Simon Paul Whitford, Licensed Surveyor, Surveyor's Plan Version (10), 08/11/2023, SPEAR Ref: S199211C		ORIGINAL SHEET SIZE: A3  SHEET 1 OF 9
THIS IS A LAND USE VICTORIA COMPILED PLAN FOR DETAILS SEE MODIFICATION TABLE HEREIN				Printed 3/07/2025 Page 6 of 60

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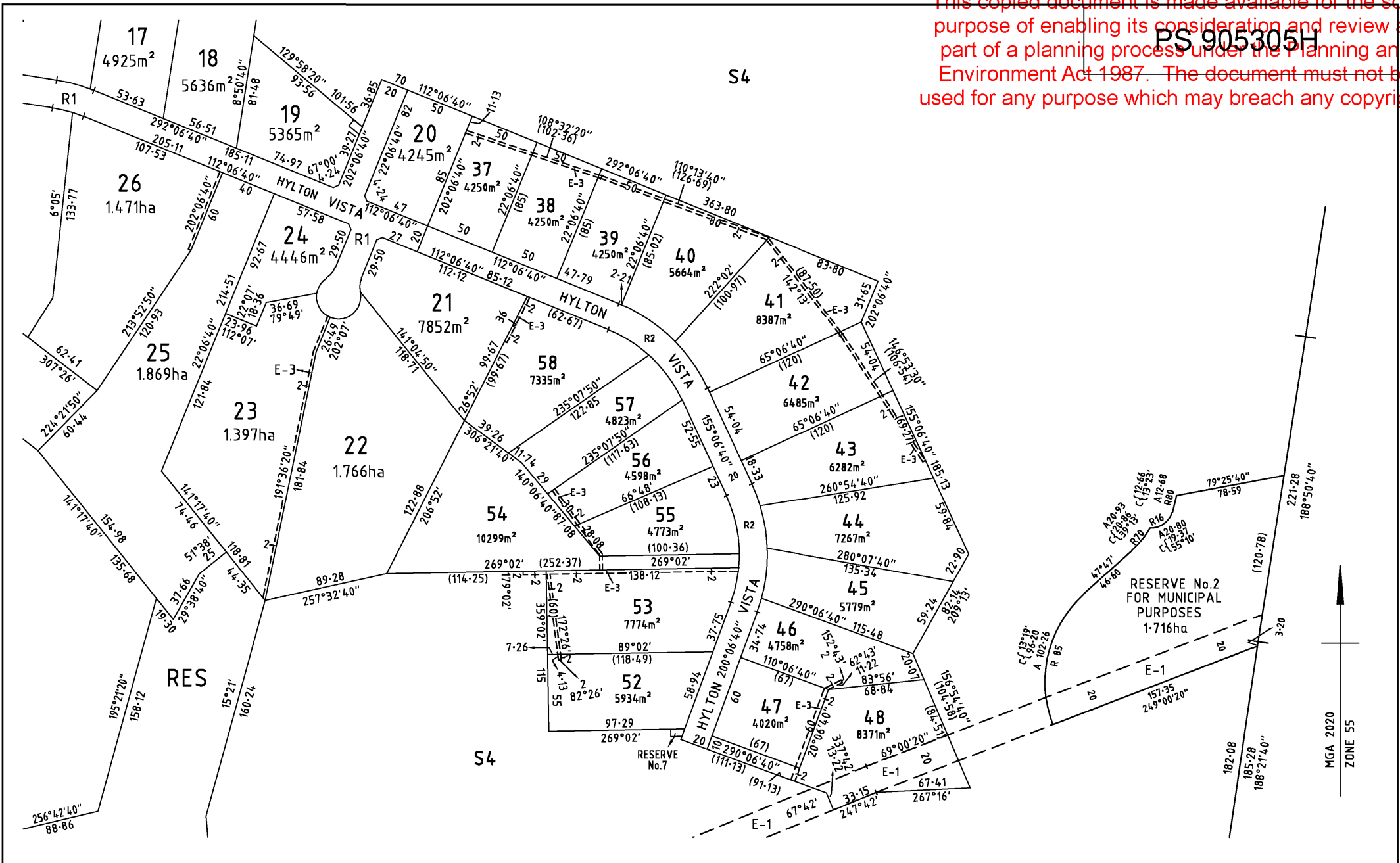


 <p><b>Beveridge Williams</b> development &amp; infrastructure consultants Sale ph : 03 5144 3877 www.beveridgewilliams.com.au</p>	<p>SURVEYORS REFERENCE</p> <p>1600534 COMPILED</p>	<p>SCALE 1 : 2500</p> <p>25 0 25 50 75 100 LENGTHS ARE IN METRES</p> <p>LICENSED SURVEYOR: SIMON WHITFORD VERSION 2</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 3</p>
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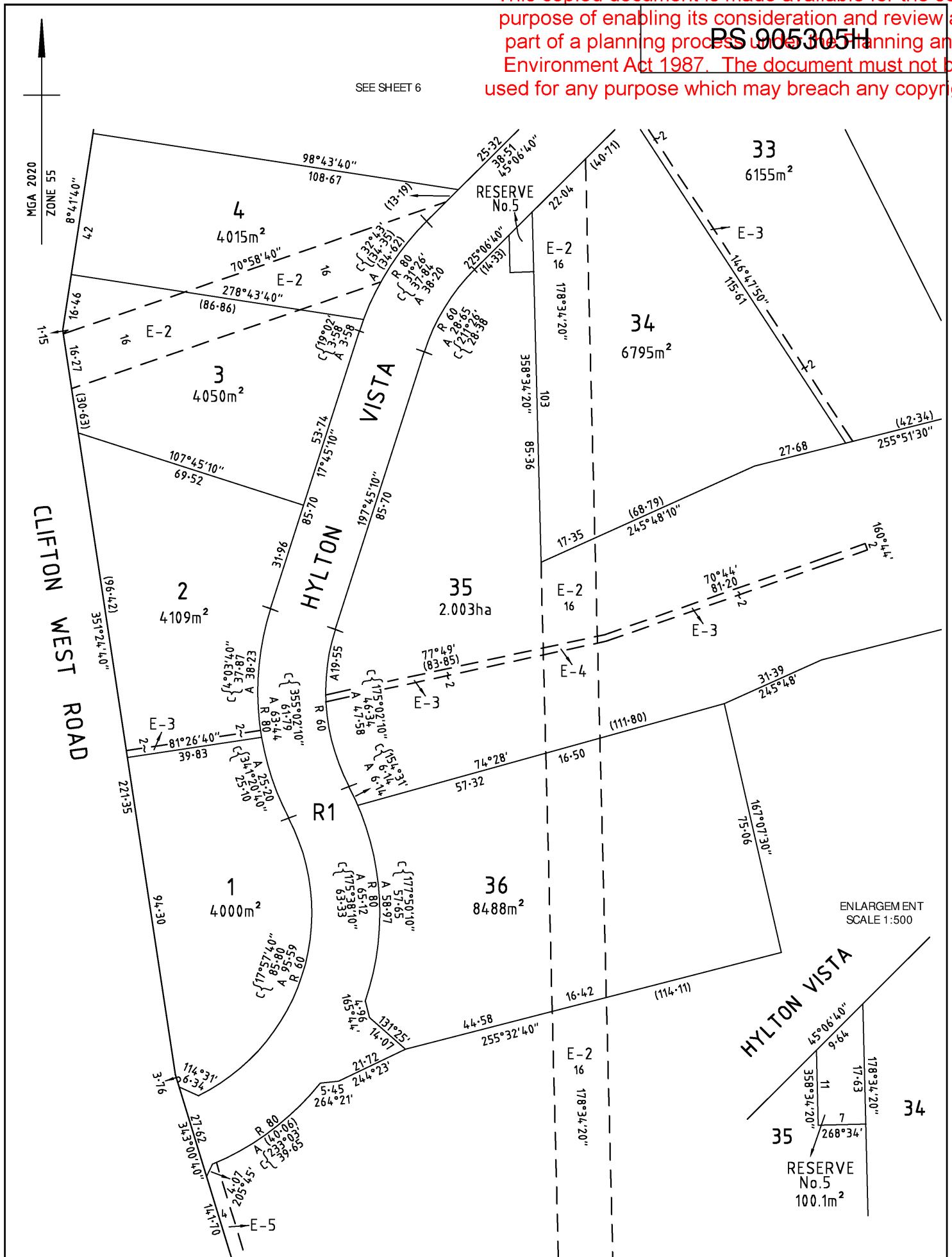
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VERSION 2

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SCALE 1:500



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SURVEYORS REF  
1600534

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SHEET 5

LICENSED SURVEYOR: SIMON WHITFORD  
VERSION 2

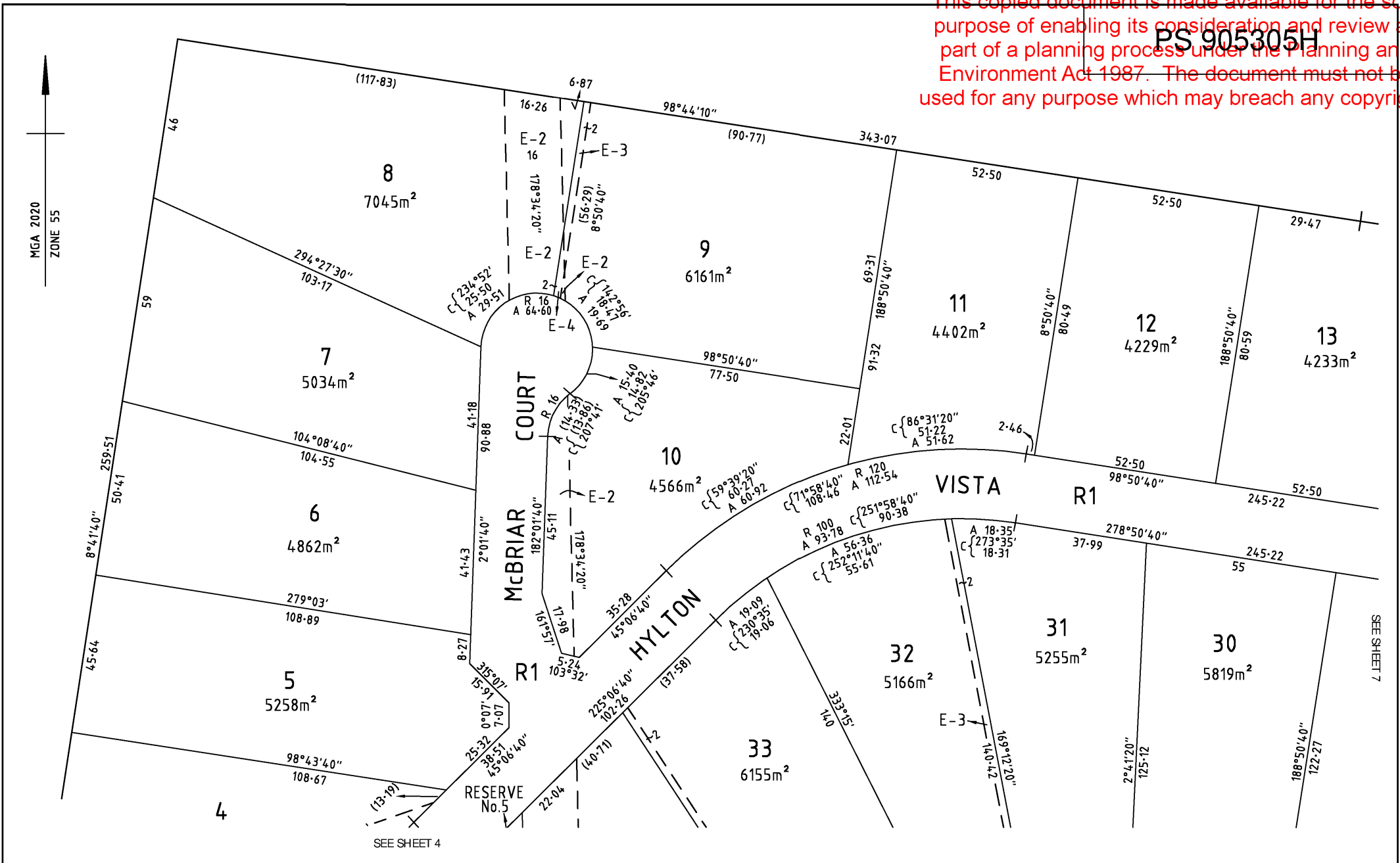
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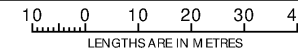
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SHEET 6

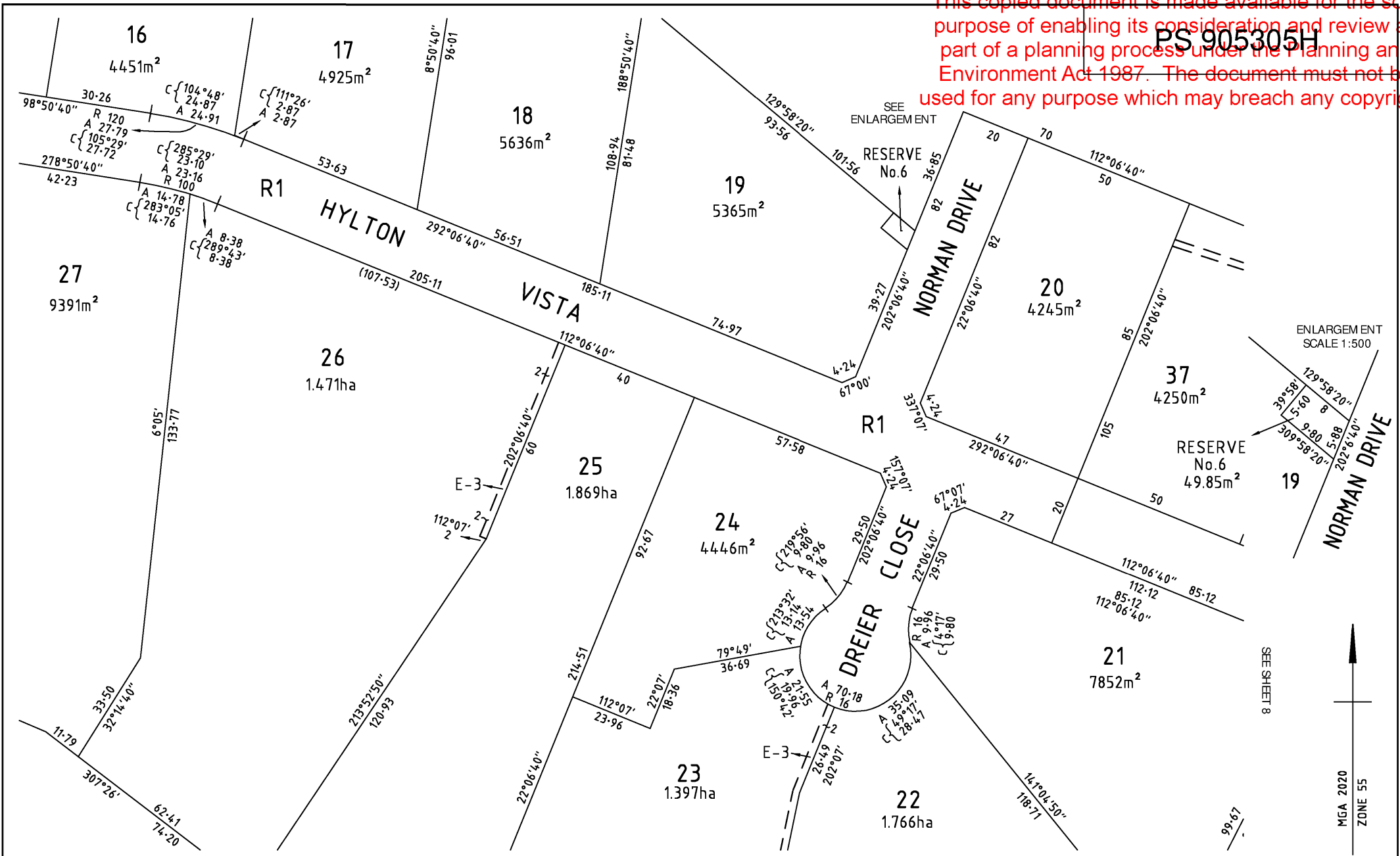
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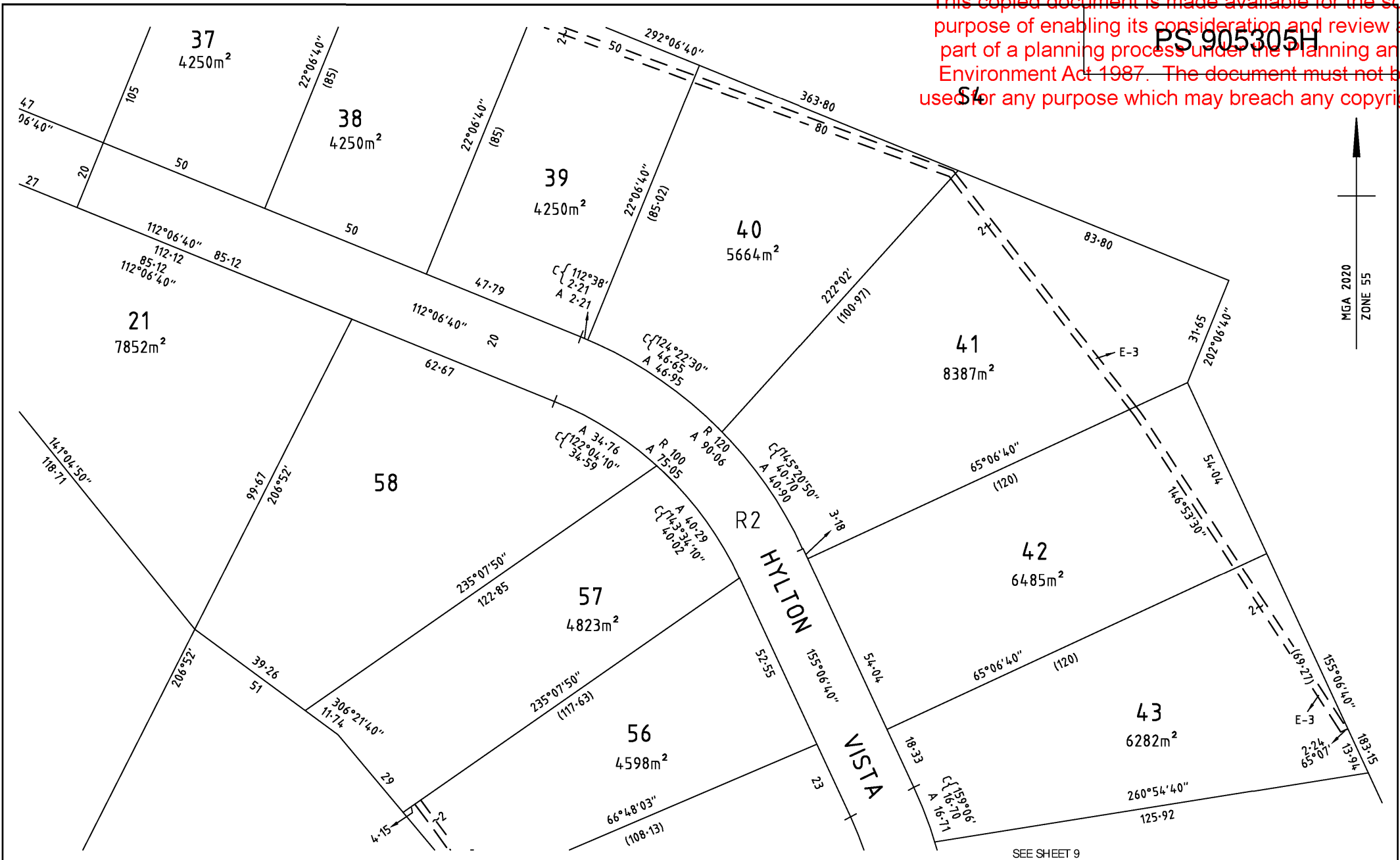
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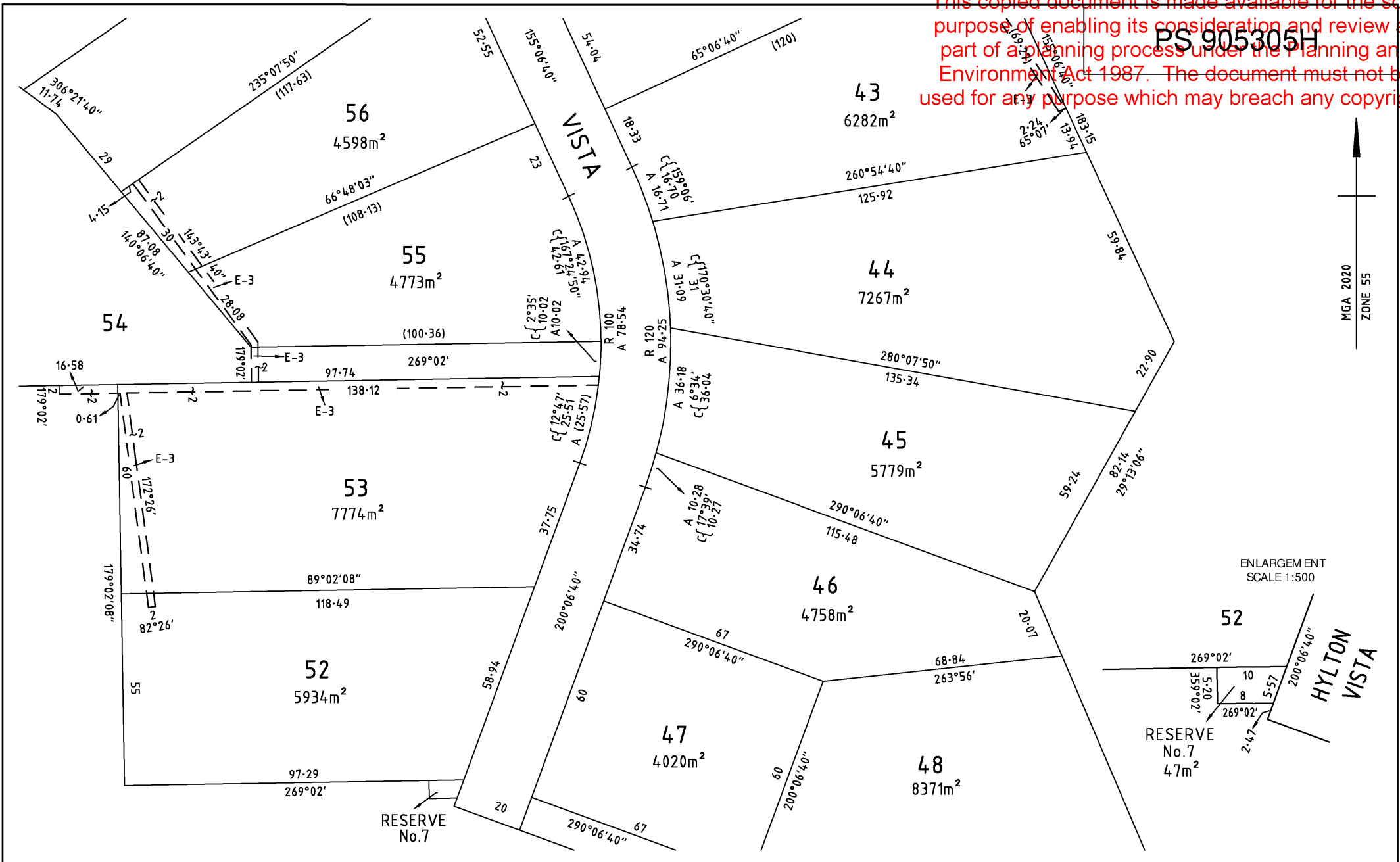
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## MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

MASTER PLAN (STAGE 1) REGISTERED DATE 08/11/2023 TIME 1:12 pm

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.  
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[illegible]

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Produced 18/06/2025 10:49:06 AM

Status	Registered	Dealing Number	AW764256M
Date and Time Lodged	26/04/2023 01:52:06 PM		

### Lodger Details

Lodger Code	20126M
Name	STEFANIE DONNA SUMMERS
Address	
Lodger Box	
Phone	
Email	
Reference	173 Agreement - 30 C

## APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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### Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

### Estate and/or Interest

FEE SIMPLE

### Land Title Reference

8384/152  
9565/215

### Instrument and/or legislation

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

### Applicant(s)

Name	EAST GIPPSLAND SHIRE COUNCIL
Address	
Street Number	273
Street Name	MAIN
Street Type	STREET
Locality	BAIRNSDALE
State	VIC
Postcode	3875



# Department of Environment, Land, Water & Planning

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## Electronic Instrument Statement

### Additional Details

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 law and any Prescribed Requirement.

Executed on behalf of	EAST GIPPSLAND SHIRE COUNCIL
Signer Name	STEFANIE SUMMERS
Signer Organisation	STEFANIE DONNA SUMMERS
Signer Role	CONVEYANCING PRACTICE
Execution Date	26 APRIL 2023

### File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.

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Document Identification	<b>AW764256M</b>
Number of Pages (excluding this cover sheet)	<b>13</b>
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Electricity Services for issue to the customer  
to seek Council endorsement

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

30 Clifton West Road WY YUNG VIC 3875



## Information table

**Date of Agreement:** 22/02/2023

### Parties:

Name EAST GIPPSLAND SHIRE COUNCIL  
Short form name Responsible Authority  
Notice details P.O Box 1618 Bairnsdale  
3875

Name  
Short form name  
Notice details

Name AUSNET ELECTRICITY SERVICES PTY (ABN 91 064 651 118) (of  
Level 31, 2 Southbank Boulevard, Southbank 3006  
Short form name AusNet Services  
Notice details Property Manager, Level 31, 2 Southbank Boulevard, Southbank, Vic,  
3006

### Background:

- A The Responsible Authority is the responsible authority for the administration and enforcement of the Planning Scheme pursuant to the Act.
- B The Land is subject to the Permit.
- C The Owner is the registered proprietor or is entitled to be registered as the proprietor of the Land.
- D The Responsible Authority on 3 March, 2022 issued the Permit which allows a multi-lot subdivision of land in accordance with the Endorsed Plans.
- E AusNet Services is a referral authority for the purposes of the Permit.
- F Conditions 66 to 77 of the Permit provides that the Owner must:
  - 66. The Plan of Subdivision submitted for certification must be referred to Ausnet Electricity Services Pty Ltd in accordance with Section 8 of the Subdivision Act 1988.
  - 67. The applicant must enter in an agreement with Ausnet Electricity Services Pty Ltd for supply of electricity to each lot on the endorsed plan.
  - 68. The applicant must enter into an agreement with Ausnet Electricity Services Pty Ltd for the rearrangement of the existing electricity supply system.
  - 69. The applicant must enter into an agreement with Ausnet Electricity Services Pty Ltd rearrangement of the points of supply to any existing installations affected by any private electric power line which would cross a boundary created by the subdivision, or by such means as may be agreed by Ausnet Electricity Services Pty Ltd.
  - 70. The applicant must provide easements satisfactory to Ausnet Electricity Services



Pty Ltd for the purpose of "Power Line" in the favor of "Ausnet Electricity Services Pty Ltd" pursuant to Section 88 of the Electricity Industry Act 2000 where easements have not been otherwise provided for all existing Ausnet Electricity Services Pty Ltd electric power lines and for any new power lines required to service the lots on the endorsed plan and/or abutting land.

71. The applicant must obtain for the use of Ausnet Electricity Services Pty Ltd any other easement required to service the lots.
72. The applicant must adjust the position of any existing Ausnet Electricity Services Pty Ltd easement to accord with the position of the electricity line(s) as determined by survey.
73. The applicant must set aside on the plan of subdivision Reserves for the use of Ausnet Electricity Services Pty Ltd for electric substations.
74. The applicant must provide survey plans for any electric substations required by Ausnet Electricity Services Pty Ltd and for associated power lines and cables and executes leases for a period of 30 years, at a nominal rental with a right to extend the lease for a further 30 years. Ausnet Electricity Services Pty Ltd requires that such leases are to be noted on the title by way of a caveat or a notification under Section 88 (2) of the Transfer of Land Act prior to the registration of the plan of Subdivision
75. The applicant must provide to Ausnet Electricity Services Pty Ltd a copy of the plan of subdivision submitted for certification that shows any amendments that have been required.
76. The applicant must agree to provide alternative electricity supply to lot owners and/or each lot until such time as permanent supply is available to the development by Ausnet Electricity Services Pty Ltd. Individual generators must be provided at each supply point. The generator for temporary supply must be installed in such a manner as to comply with the Electricity Safety Act 1998.
77. The applicant must ensure that all necessary auditing is completed to the satisfaction of Ausnet Electricity Services Pty Ltd to allow the new network assets to be safely connected to the distribution network.

G The Responsible Authority, AusNet Services and the Owner have agreed that, without restricting or limiting their respective power to enter into this Agreement, and insofar as it can be treated, this Agreement is an agreement entered into pursuant to section 173 of the Act for the purpose of satisfying Conditions 66 to 77 of the Permit.

H The Responsible Authority, AusNet Services and the Owner have entered into this Agreement in order to achieve or advance the objectives of planning in Victoria or the objectives of the Planning Scheme.

## Agreed terms

### 1. Defined terms and interpretation

#### 1.1 Defined terms

In this Agreement:

"**Act**" means the *Planning and Environment Act 1987* (Vic).

**“Agreement”** means this Agreement and any agreement executed by the parties varying or expressed to be supplemental to this Agreement.

**“AusNet Services”** means AusNet Electricity Services Pty Ltd and each of its agents, officers, employees, servants, workers, contractors and related bodies corporate.

**“Connection Agreement”** means agreement number 75081982 entered into between AusNet Services and the Owner dated 17 November, 2022

**“Endorsed Plans”** means the plan or plans approved by the Responsible Authority pursuant to the Permit, as amended from time to time.

**“Land”** means the land situate at 30 Clifton West Rd, Wy Yung VIC 3875 and being the land comprised in Certificate of Title Vol 08384 Fol 152 and Vol 09565 Fol 215, which are also known as Lots 1 & 2 on Title Plan Number 663976N and Lot 2 on Lodged Plan Number 146101U.

Any reference to the Land in this Agreement will include a reference to any lot created by the subdivision of the Land or any part of it.

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

**“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 Land or any part of it, and includes a Mortgagee-in-possession.

**“Party”** or **“Parties”** means the Owner, AusNet Services and the Responsible Authority.

**“Permit”** means planning permit number 475/2020/P, as amended from time to time, issued to the Owner on 3 March 2022 by the Responsible Authority.

**“Planning Scheme”** means the East Gippsland Planning Scheme.

**“Responsible Authority”** means the East Gippsland Shire Council as the Responsible Authority for the Planning Scheme and any subsequent person or body which is the Responsible Authority for the Planning Scheme.

**“Tribunal”** means the Victorian Civil and Administrative Tribunal, and any Tribunal or other person or body which supersedes it.

## 1.2 Interpretation

In this Agreement, except where the context otherwise requires:

- (a) The singular includes the plural and vice versa.
- (b) A reference to a gender includes a reference to each other gender.

- (c) A reference to a person includes a reference to a firm or corporation or other corporate body and that person's successors in law.
- (d) If a Party consists of more than one person this Agreement binds them jointly and each of them severally.
- (e) 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.
- (f) A reference to an information table, a clause, paragraph, schedule or annexure is to the information table, a clause or paragraph of, or schedule or annexure to, this Agreement, and a reference to this Agreement includes the information table and any schedule or annexure.
- (g) A reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time.
- (h) A rule of construction does not apply to the disadvantage of a Party because the Party was responsible for the preparation of this Agreement or any part of it.
- (i) 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 same meaning as defined in the Act.

### 1.3 Headings

Headings are for ease of reference only and do not affect interpretation.

## 2. Section 173 Agreement

### 2.1 Purpose

This Agreement is made under section 173 of the Act. In entering into the Agreement, the parties intend to give effect to the Permit and achieve or advance the objectives of planning in Victoria and the objectives of the Planning Scheme.

### 2.2 Burden of covenants

The parties to this Agreement intend that the burden of the Owner's covenants run with the Land.

### 2.3 Reasons for Agreement

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

- (a) AusNet Services would not have consented to the issue of Statement of Compliance without requiring this Agreement; and
- (b) the Owner has elected to enter into this Agreement in order to take the benefit of the Permit.

## 3. Commencement

This Agreement comes into force on the date of this Agreement.



## 4. Owner's Covenants

### 4.1 Obligations

The Owner covenants with AusNet Services and the Responsible Authority that prior to any sale of the Land or any part of the Land, it will advise any prospective purchaser/s in writing:

- (a) that there is currently no electricity supply to the Land; and
- (b) the Owner has negotiated for AusNet Services to connect a permanent electricity supply to each lot within Plan of Subdivision 905305H/S1 (the **Subdivision**) in accordance with the terms of the Connection Agreement. Due to existing electrical network constraints, a permanent electricity supply to the Subdivision will not be available until the network constraints have been addressed by AusNet Services, which is anticipated to occur by about late December 2023. However, the Owner acknowledges that AusNet Services cannot give any form of representation, guarantee or other assurance that the network constraints will be resolved by this time. Once the network constraints have been resolved, the Owner will need to energise the estate to the network in a timely manner and in accordance with the terms of the Connection Agreement.

### 4.2 Further Obligations

The Owner further covenants that:

- (a) The Owner will 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.
- (b) The Owner will do all that is necessary to enable the Responsible Authority to make an application to the Registrar of Titles to make a recording of this Agreement on the title to the Land in accordance with Section 181 of the Act, including the signing of any further agreement, acknowledgement or other document.
- (c) The Owner shall immediately on demand pay the reasonable legal costs and fees incurred and incidental to the preparation and execution of this Agreement and the registration of this Agreement pursuant to Section 181 of the Act, together with all costs of enforcing this Agreement if deemed necessary by the Responsible Authority or AusNet Services, as the case may be. The Owner agrees that any such costs are and remain a charge on the Land until paid, and consents to the Responsible Authority or AusNet Services, as the case may be, registering a caveat on the title to the Land in respect of any such costs and acknowledges that any such costs shall be capable of being recovered by the Responsible Authority or AusNet Services, as the case may be, in any court of competent jurisdiction as a civil debt recoverable.
- (d) That until such time as this Agreement is registered on the title to the Land, the Owner shall ensure that successors in title will give effect to this Agreement, and do all acts and sign all documents which will require those successors to give effect to this Agreement, including executing a deed agreeing to be bound by the terms of this Agreement.

- (e) The Owner agrees to indemnify and keep indemnified the Responsible Authority and AusNet Services from and against all costs, expenses, losses or damages that they may sustain, incur, suffer or become liable for or in respect of any suit, action, proceeding, judgement or claim brought by any person arising from or referable to this Agreement and/or any non-compliance with this Agreement.
- (f) The Owner agrees to allow the Responsible Authority and AusNet Services to enter the Land at any reasonable time to assess compliance with this Agreement.

#### 4.3 Owner's Warranties and Acknowledgements

The Owner warrants that:

- (a) it is the registered proprietor (or entitled to be so) of the Land;
- (b) there are no mortgages, liens, charges or other encumbrances affecting the Land which are not disclosed by the usual searches; and
- (c) if the Land is affected by a mortgage, the Mortgagee of the Land consents to the Owner entering into this Agreement and the Agreement being registered on the title to the Land.

The Owner acknowledges that any obligations imposed on the Owner under this Agreement take effect as separate and several covenants which are annexed to the Land and run at law and in equity with the Land and every part thereof and bind the Owner, its successors, assigns and transferees, and the registered proprietor for the time being of the whole or any part of the Land.

#### 4.4 Further assurance

The Parties to this Agreement must do or cause to be done all things that are reasonably necessary to give effect to this Agreement.

### 5. General

#### 5.1 Default

If the Owner defaults or fails to perform any of its obligations under this Agreement the Responsible Authority or AusNet Services may, as the case may be, without prejudice to any other remedies, rectify and remedy such default and the costs of doing so shall be borne by the Owner. The Owner hereby consents to the Responsible Authority or AusNet Services registering a caveat on the title to the Land in respect of any such costs, and acknowledges that any such costs shall be capable of being recovered by the Responsible Authority or AusNet Services in any court of competent jurisdiction as a civil debt recoverable.

#### 5.2 No waiver

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

**5.3 No Fettering of Powers of Responsible Authority or AusNet Services**

The Owner expressly acknowledges and agrees that nothing in this Agreement nor the performance by the Owner or any of its obligations under this Agreement does or will restrain, limit, or otherwise fetter the exercise by the Responsible Authority or AusNet Services of the powers, duties and discretions that the Responsible Authority or AusNet Services has or may have (as planning authority, responsible authority or otherwise) under the Act or under the Planning Scheme to consider, approve, amend or to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification relating to any use or development, or in relation to the commencement or initiation of any enforcement action or proceeding whatsoever.

**5.4 Entire Agreement**

The Agreement constitutes the entire agreement between the Parties in connection with its subject matter and supersedes all previous agreements or understandings between the Parties in connection with its subject matter.

**5.5 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 shall be severed and the other provisions of this Agreement shall remain operative and be of full force and effect.

**5.6 Disputes**

- (a) If there is a dispute between the parties concerning the interpretation or implementation of this Agreement, that dispute must be referred to the Tribunal for resolution to the extent permitted by the Act.
- (b) If there is a dispute concerning any matter which is not referable to the Tribunal under the Act, that dispute must be referred for arbitration by an Arbitrator agreed upon in writing by the parties, or, in the absence of such agreement the Chair of the Victorian Chapter of the Institute of Arbitrators Australia or his or her nominee, for arbitration.
- (c) The parties shall each be entitled to legal representation for the purposes of any proceedings or arbitration referred to clause 5.6(a) or 5.6(b) of this Agreement unless the Tribunal or arbitrator otherwise directs, and each Party must bear its own costs.

**5.7 End of Agreement**

The Responsible Authority and AusNet Services shall consent to this Agreement ending and to the removal of the recording of the Agreement on the title to the Land provided for in clause 4.2(b) of this Agreement upon connection of electricity supply to the Land to the satisfaction of AusNet Services and the Responsible Authority.



EXECUTED as an agreement under Division 2 of Part 9 of the Act and as a Deed between the parties

For the Responsible Authority:

The Common Seal of the East Gippsland Shire Council was hereunto affixed on the 22 day of February 2023 in the presence of:



.....

..... Chief Executive

.....

..... Witness

Date: 22/02/2023

For the Owner – if a company:

Executed as a deed by

)  
)  
)  
)

in accordance with section 127(1) of the Corporations Act 2001 (Cth):

.....  
Director/Company Secretary

.....  
Director

.....  
Name of Director/Company Secretary (Print)

.....  
Name of Director (Print)

Date: 5/12/2022

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For AusNet Services:

SIGNED, SEALED and DELIVERED by )  
AUSNET ELECTRICITY SERVICES PTY LTD )

by:

\_\_\_\_\_  
Signature of Director

\_\_\_\_\_  
Signature of Director / Company Secretary

\_\_\_\_\_  
Name of Director

EVAN HOLLAND  
\_\_\_\_\_  
Name of Director / Company Secretary

\_\_\_\_\_  
Date

06 FEBRUARY 2023  
\_\_\_\_\_  
Date



**For AusNet Services:**

**SIGNED, SEALED and DELIVERED by** \_\_\_\_\_ )  
**AUSNET ELECTRICITY SERVICES PTY LTD** )

by:

\_\_\_\_\_  
 Signature of Director

Mark Ellul  
 Name of Director

9/2/2023  
 Date

\_\_\_\_\_  
 Signature of Director / Company Secretary

EVAN HOLLAND  
 Name of Director / Company Secretary

09 FEBRUARY 2023  
 Date

### Consent of the Mortgagee

NATIONAL AUSTRALIA BANK LTD being registered as the proprietor of Mortgage No. (the "Mortgagee) consents to this 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.

Dated this 22 day of DECEMBER 2022

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**Registrar of Titles**  
Land Titles Office  
2 Lonsdale Street  
MELBOURNE

**APPLICATION TO REGISTER AN AGREEMENT UNDER SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987**

**Certificate of Title Volume 08384 Folio 152 and Volume 09565 Folio 215**  
**Registered Proprietor:**

National Australia Bank Limited A.B.N. 12 004 044 937 as Mortgagee pursuant to Registered Mortgage number the within Agreement. hereby consents to

Dated this 22nd day of December 2022

**EXECUTED** by **NATIONAL AUSTRALIA BANK LIMITED** by being signed sealed and delivered in Victoria by its Attorney Emilie Daniel

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 No 025 Item 35) in the presence of:

)  
)  
)  
)  
)  
) .....  
) Attorney  
)  
)

.....  
Signature of Witness



# Department of Environment, Land, Water & Planning

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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	AX012960E
Date and Time Lodged	04/07/2023 04:28:31 PM		

### Lodger Details

Lodger Code	20126M
Name	STEFANIE DONNA SUMMERS
Address	
Lodger Box	
Phone	
Email	
Reference	planology - 30 clift

## APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
--------------	----------

### Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

### Estate and/or Interest

FEE SIMPLE

### Land Title Reference

8384/152  
9565/215

### Instrument and/or legislation

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

### Applicant(s)

Name	EAST GIPPSLAND SHIRE COUNCIL
Address	
Street Number	273
Street Name	MAIN
Street Type	STREET
Locality	BAIRNSDALE
State	VIC
Postcode	3875



# Department of Environment, Land, Water & Planning

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## Electronic Instrument Statement

### Additional Details

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 law and any Prescribed Requirement.

Executed on behalf of	EAST GIPPSLAND SHIRE COUNCIL
Signer Name	STEFANIE SUMMERS
Signer Organisation	STEFANIE DONNA SUMMERS
Signer Role	CONVEYANCING PRACTICE
Execution Date	04 JULY 2023

### File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.

# Imaged Document Cover Sheet

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

30 Clifton West Road, Wy Yung

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## Information Table

**Date of Agreement:** 2 June 2023

## Parties

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

## 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. The Tribunal has granted the Planning Permit authorising a multi-lot subdivision, roadworks and removal of vegetation on the Subject Land. This Agreement is to give effect to conditions 14, 17, 18 and 79 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.

**Australian Standard** means 'Australian Standard AS/NZS 1547: On-site Domestic Wastewater Management', as amended or replaced from time to time.

**Buffer Areas** means those areas identified on the Endorsed Plan as '30m waterway buffer' or the like.

**Building Act** means the *Building Act 1993*.

**Building Permit** means a building permit issued under the Building Act or any regulations or code made under the Building Act.

**Code of Practice** means the 'Code of practice - onsite wastewater management', Publication 891.4 dated July 2016 and prepared by the Environment Protection Authority Victoria, as amended or replaced from time to time.

**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.

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

**East Gippsland CMA** means the East Gippsland Catchment Management Authority.

**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.

**EP Regulations** means the *Environment Protection Regulations 2021*, being the regulations made under the *Environment Protection Act 2017*.

**Land Capability Assessment** means a site specific land capability assessment prepared by a suitably qualified professional.

**Lot** means a lot on the Endorsed Plan.

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**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.

**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. 475/2020/P, issued by Council on 3 March 2022, as amended from time to time. 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.

**Rainwater Tank** means a rainwater tank having a minimum storage of 10,000 litres.

**Service Contract** means a service contract with a service provider to inspect and maintain the Wastewater Treatment System in accordance with the relevant certificate of approval for the Wastewater Treatment System, the Code of Practice and the Australian Standard.

**Subject Land** means the land situated at 30 Clifton West Road, Wy Yung being the land contained in certificates of title volume 8384 folio 152 and volume 9565 folio 215 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.

**Tribunal** means the Victorian Civil and Administrative Tribunal, and any tribunal or other person or body which supersedes it.

**Wastewater** means water carrying wastes and includes:

- Blackwater – toilet waste (water flush, incineration, dry composting systems);
- Greywater – water from the shower, bath, basins, washing machine, laundry trough and kitchen (also called sullage);
- Sewage – wastewater which includes both greywater and blackwater;
- Yellow water – urine with or without flush water; and or
- Brown water – sewage without urine.

**Wastewater Treatment System** means a secondary wastewater treatment system installed on the Subject Land.

**Waterway Management Plan** means a waterway management plan for the Subject Land prepared to the satisfaction of Council and the East Gippsland CMA and approved by Council in accordance with condition 12 of the Planning Permit and the East Gippsland CMA in accordance with condition 79 of the Planning Permit.

**WMP Lot** means the Lots identified on the Endorsed Plan as Lots 21-23 (inclusive), Lots 25-26 (inclusive), Lot 29, Lots 35-36 (inclusive), Lot 53, Lot 58 and Lot 67.

## 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.

## 3. Section 173 Agreement

### 3.1 Purposes

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

- 3.1.1 give effect to the terms of the Planning Permit; and
- 3.1.2 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 the Tribunal would not have approved the Planning Permit without the conditions requiring this Agreement;
- 3.2.2 the East Gippsland CMA would not have consented to the grant of the Planning Permit without the condition requiring this Agreement; and
- 3.2.3 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 agrees that:

### **5.1 Waterway Management Plan**

- 5.1.1 the provisions, requirements and recommendations of the Waterway Management Plan must be implemented on all Lots at all times;
- 5.1.2 any fencing on the WMP Lots must be undertaken in accordance with the Waterway Management Plan; and
- 5.1.3 the Buffer Areas on the WMP Lots must be maintained in accordance with the Waterway Management Plan;

all at the full cost of the Owner to the satisfaction of Council;

### **5.2 Rainwater Tank**

- 5.2.1 before a Dwelling on a Lot is occupied, a Rainwater Tank must be installed on that Lot with the overflow outlet situated at the top of the Rainwater Tank;
- 5.2.2 the Rainwater Tank must collect rainwater runoff from the roof of the Dwelling; and
- 5.2.3 the Rainwater Tank must be used as the primary water source for flushing of toilets and laundry services and include an external tap for garden irrigation;

all at the full cost of the Owner to the satisfaction of Council;



### **5.3 Wastewater Management**

- 5.3.1 before a Building Permit is issued for the construction of a Dwelling on a Lot, a Land Capability Assessment must be:
- (a) prepared to demonstrate that Wastewater can be adequately treated and disposed of within the Lot in accordance with the Code of Practice; and
  - (b) submitted to and approved by Council;
- 5.3.2 all Wastewater emanating from any Dwelling on a Lot must be treated and retained within the Lot in accordance with the EP Regulations;
- 5.3.3 before a Dwelling on a Lot is occupied, a Wastewater Treatment System in accordance with the Land Capability Assessment approved under clause 5.3.1 must be installed on the Subject Land to service that Dwelling;
- 5.3.4 the Owner must:
- (a) enter into a Service Contract before a Dwelling on a Lot is occupied; and
  - (b) maintain the Service Contract or a similar contract for as long as the Dwelling is occupied;
- 5.3.5 within 28 days after each inspection of the Wastewater Treatment System carried out in accordance with the Service Contract pursuant to clause 5.3.4, the Owner must submit the system maintenance report to Council;
- 5.3.6 any maintenance works to the Wastewater Treatment System required by either the service provider or Council must be carried out within any timeframe specified by Council or as soon as practical after receiving the system maintenance report; and
- 5.3.7 the approved drainage lines on the Subject Land must be maintained at all times to enable the diversion of all surface waters clear of the effluent disposal field;

all at the full cost of the Owner and to the satisfaction of Council.

## **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.

## 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.

### 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 facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day; or
- 10.2.4 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.

**10.8 Electronic execution**

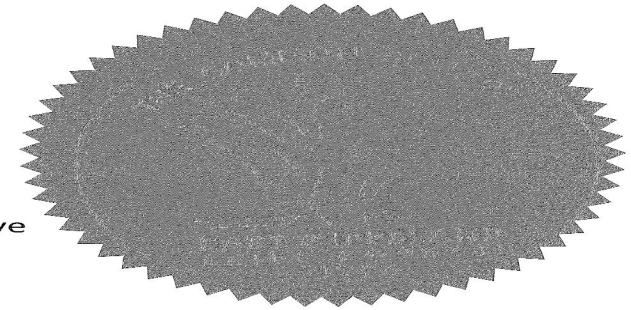
Each party consents to the signing of this Agreement by electronic means. The parties agree to be legally bound by this Agreement signed in this way.

**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.

**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 12 day of June, in the presence of: 2022



.....

..

Chief Executive

.....

.....

Witness

Executed by  
in accordance with s127(1) of the Corporations Act 2001:

.....  
Sole Director  
Print Name:

12/5/2023

### Mortgagee's Consent

National Australia Bank Ltd as Mortgagee under Instrument of mortgage No. \_\_\_\_\_ 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.

.....  
For and on behalf of the Mortgagee

AX012960



Printed 3/07/2025  
Page 48 of 60

# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 18 June 2025 10:34 AM

## PROPERTY DETAILS

Address: **1 HYLTON VISTA WY YUNG 3875**  
 Lot and Plan Number: **Lot 1 PS905305**  
 Standard Parcel Identifier (SPI): **1\PS905305**  
 Local Government Area (Council): **EAST GIPPSLAND**  
 Council Property Number: **200361**  
 Planning Scheme: **East Gippsland**  
 Directory Reference: **Vicroads 84 B6**

[www.eastgippsland.vic.gov.au](http://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

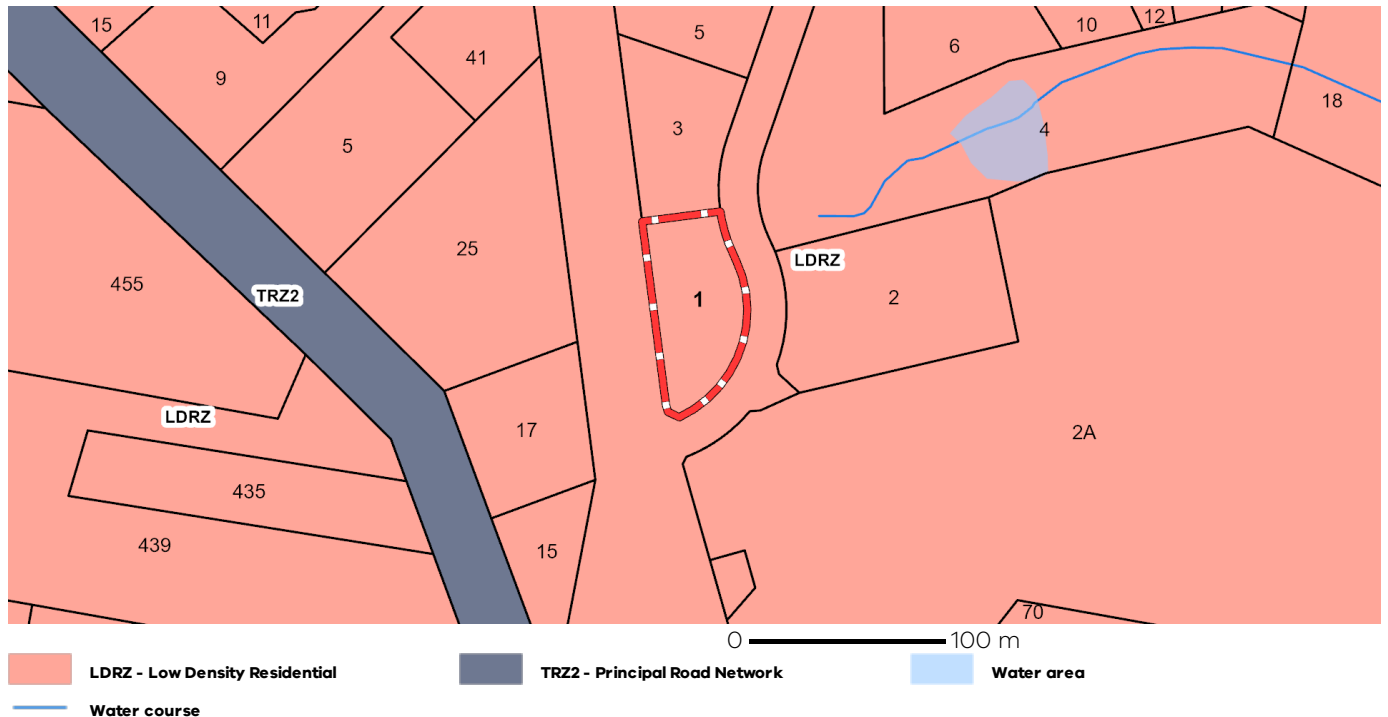
Registered Aboriginal Party: **Gunaikurnai Land and Waters  
 Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

[LOW DENSITY RESIDENTIAL ZONE \(LDRZ\)](#)

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



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



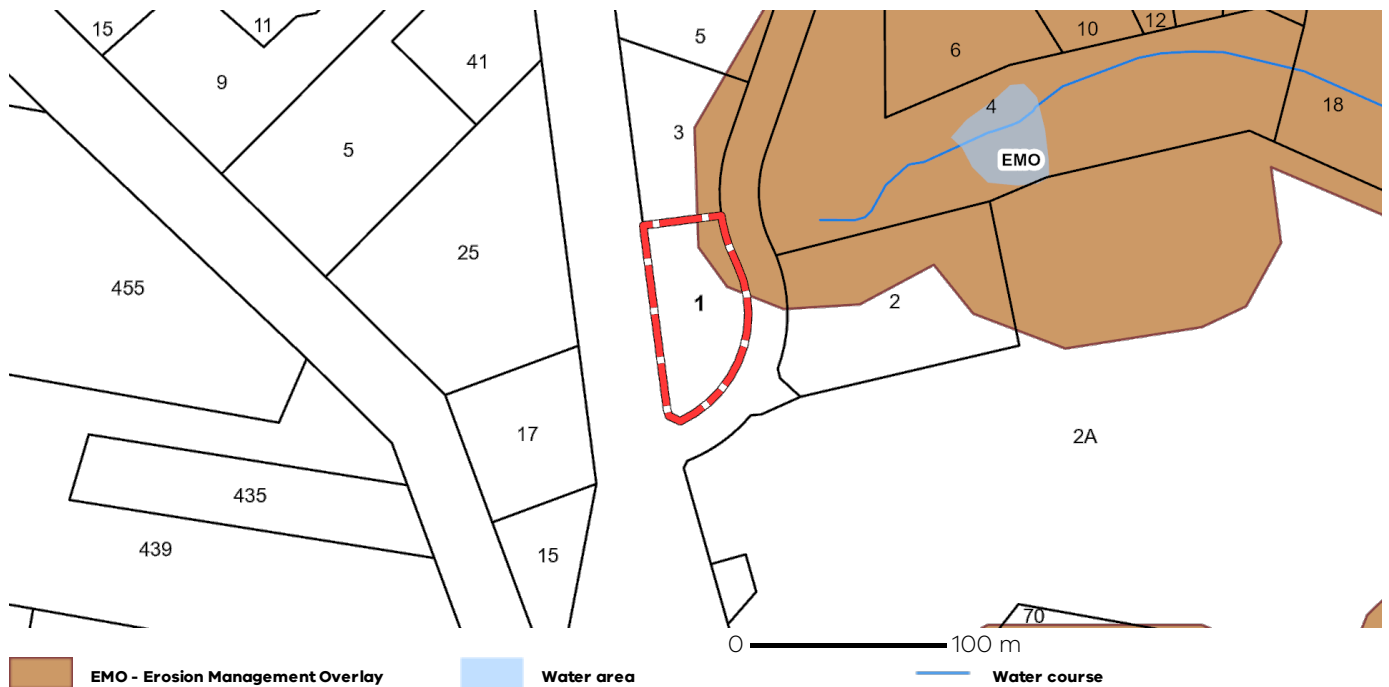
# PLANNING PROPERTY REPORT

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## Planning Overlays

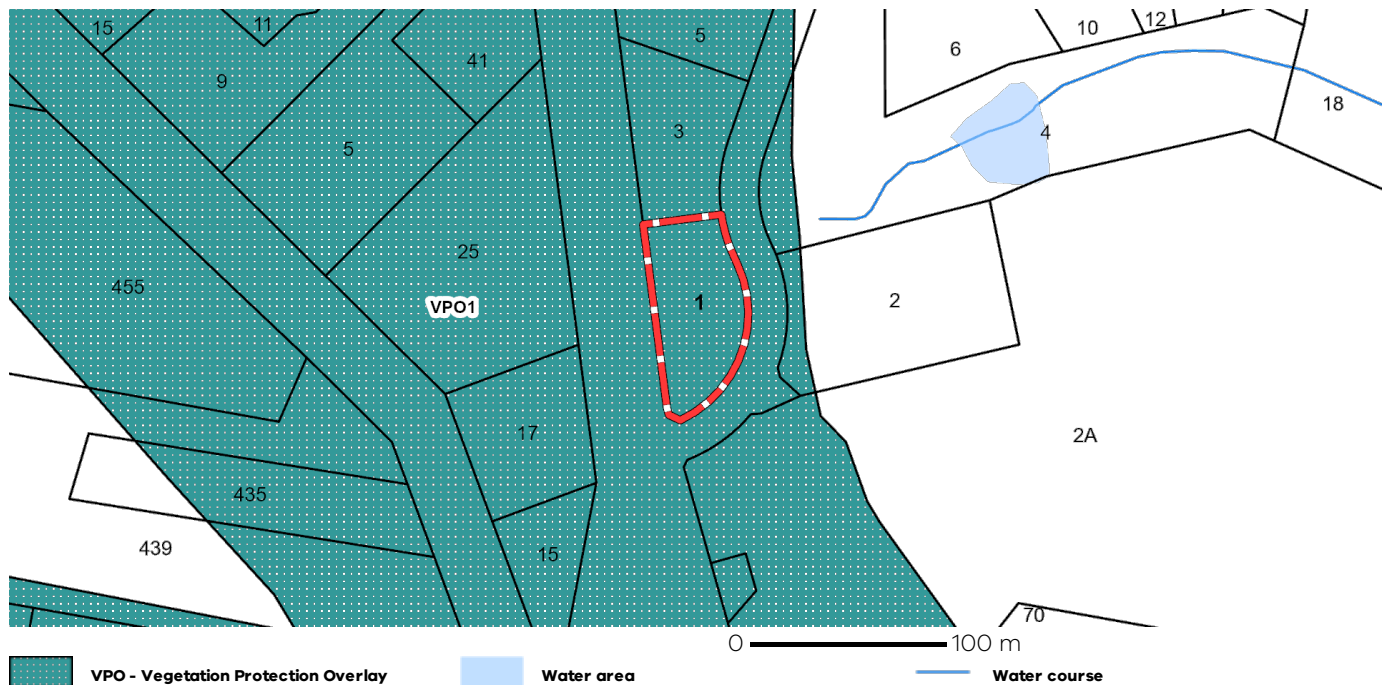
### EROSION MANAGEMENT OVERLAY (EMO)

### EROSION MANAGEMENT OVERLAY SCHEDULE (EMO)



### VEGETATION PROTECTION OVERLAY (VPO)

### VEGETATION PROTECTION OVERLAY - SCHEDULE 1 (VPO1)





# PLANNING PROPERTY REPORT

## Further Planning Information

Planning scheme data last updated on .

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>

# PLANNING PROPERTY REPORT

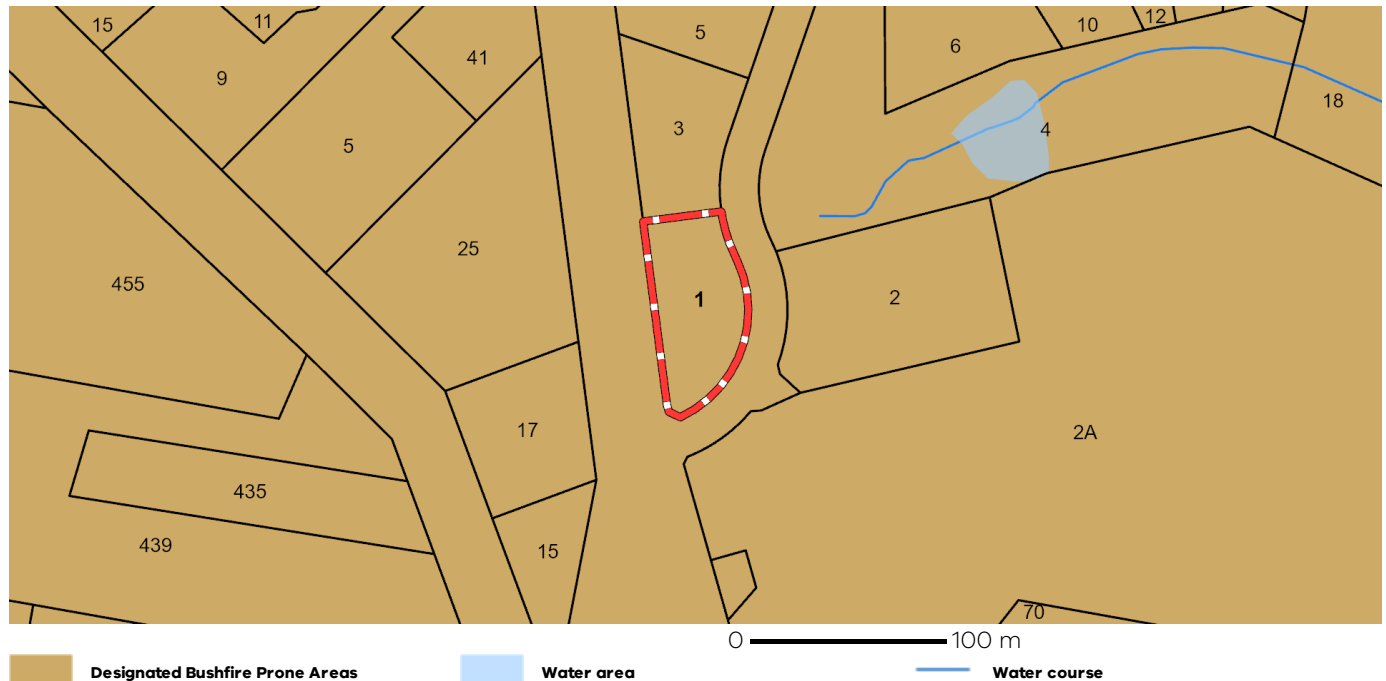
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## Designated Bushfire Prone Areas

**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 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 \(environment.vic.gov.au\)](https://nativevegetation.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 \(environment.vic.gov.au\)](https://naturekit.environment.vic.gov.au/)



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Rev.	Description	Date

Stroud Homes EG  
1 Hylton Vista, Wy Yung

Drawn by SPP Date

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A100



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# GENERAL NOTES

- \* All materials and work practices shall comply with, but not limited to the Building Regulations 2018, National Construction Code Series 2019 Building Code of Australia Vol 2-Amendment and all relevant current Australian Standards (as amended) referred to therein.
- \* Unless otherwise specified, the term BCA shall refer to National Construction Code Series 2019 Building Code of Australia Volume 2.
- \* All materials and construction practice shall meet the Performance Requirements of the BCA. Where a performance solution is proposed then, prior to implementation or installation, it first must be assessed and approved by the Relevant Building Surveyor as meeting the Performance Requirements of the BCA.
- \* Glazing, including safety glazing, shall be installed to a size, type and thickness so as to comply with:
  - BCA Part 3.6 for Class 1 and 10 Buildings within a design wind speed of not more than N3; and
  - BCA Vol 1 Part B1.4 for Class 2 and 9 Buildings.
- \* Waterproofing of wet areas, being bathrooms, showers, shower rooms, laundries, sanitary compartments and the like shall be provided in accordance with AS 3740-2010: Waterproofing of Domestic Wet Areas.
- \* These Drawings shall be read in conjunction with any House Energy Rating (HERS) report and shall be constructed in accordance with the stamped plans endorsed by the accredited Thermal Performance Assessor without alteration.
- \* Step sizes (other than for spiral stairs) to be:
  - Risers (R) 190mm maximum and 115mm minimum
  - Going (G) 355mm maximum and 240mm minimum
  - 2R + 1G = 700mm maximum and 550mm minimum
  - with less than 125mm gap between open treads.
- \* All treads, landings and the like to have a slip-resistance classification of P3 or R10 for dry surface conditions and P4 or R11 for wet surface conditions, or a nosing strip with a slip-resistance classification of P3 for dry surface conditions and P4 for wet surface conditions.
- \* Provide barriers where change in level exceeds 1000mm above the surface beneath landings, ramps and/or treads. Barriers (other than tensioned wire barriers) to be:
  - 1000mm min. above finished surface level of balconies, landings or the like, and
  - 865mm min. above finished surface level of stair nosing or ramp, and
  - vertical with less than 125mm gap between, and
  - any horizontal element within the barrier between 150mm and 760mm above the floor must not facilitate climbing where changes in level exceeds 4000mm above the surface beneath landings, ramps and/or treads.
- \* Wire barrier construction to comply with NCC 2019 BCA Part 3.9.2.3 for Class 1 and 10 Buildings and NCC 2019 BCA Volume 1 Part D2.16 for other Classes of Buildings.
- \* Top of hand rails to be minimum 865mm vertically above stair nosing and floor surface of ramps.
- \* Window sizes nominated are nominal only. Actual size may vary according to manufacturer. Windows to be flashed all around. Where the building (excludes a detached Class 10) is located in a termite prone area the building is to be provided with a termite management system.
- \* Concrete stumps:
  - up to 1400mm long to be 100mm x 100mm (1 No. H.D. Wire)
  - 1401mm to 1800mm long to be 100mm x 100mm (2 No. H.D. Wires)
  - 1801mm to 3000mm long to be 125mm x 125mm (2 No. H.D. Wires)
  - 100mm x 100mm stumps exceeding 1200mm above ground level to be braced where no perimeter base brickwork provided.
- \* Buildings in marine or other exposure environments shall have masonry units, mortar and all built in components and the like complying with the durability requirements of Table 4.1 of AS 4773.1-2010 'Masonry in small buildings' Part 1: Design.
- \* All stormwater to be taken to the legal point of discharge to the Relevant Authorities approval.
- \* These drawings shall be read in conjunction with all relevant structural and all other consultants' drawings/ details and with any other written instructions issued in the course of the contract.
- \* Site plan measurements in metres - all other measurements in millimetres unless noted otherwise.
- \* Figured dimensions take precedence over scaled dimensions.
- \* The Builder shall take all steps necessary to ensure the stability and general water tightness of all new and/or existing structures during all works.
- \* The Builder and Subcontractors shall check and verify all dimensions, setbacks, levels and specifications and all other relevant documentation prior to the commencement of any works. Report all discrepancies to this office for clarification.
- \* Installation of all services shall comply with the respective supply authority requirements.
- \* The Builder and Subcontractor shall ensure that all stormwater drains, sewer pipes and the like are located at a sufficient distance from any buildings footing and/ or slab edge beams so as to prevent general moisture penetration, dampness, weakening and undermining of any building and its footing system.
- \* These plans have been prepared for the exclusive use by the Client of Stroud Homes East Gippsland (The Designer) for the purpose expressly notified to the Designer. Any other person who uses or relies on these plans without the Designer's written consent does so at their own risk and no responsibility is accepted by the Designer for such use and/or reliance.
- \* A building Permit is required prior to the commencement of these works. The release of these documents is conditional to the Owner obtaining the required Building Permit.
- \* The Client and/or the Client's Builder shall not modify or amend the plans without the knowledge and consent of Buildingdesigned except where a Registered Building Surveyor makes minor necessary changes to facilitate the Building Permit application and that such changes are promptly reported back to Buildingdesigned.
- \* The approval by this office of a substitute material, work practice, variation or the like is not an authorisation for its use or a contract variation. All variations must be accepted by all parties to the agreement and where applicable the Relevant Building Surveyor prior to implementing any variation.

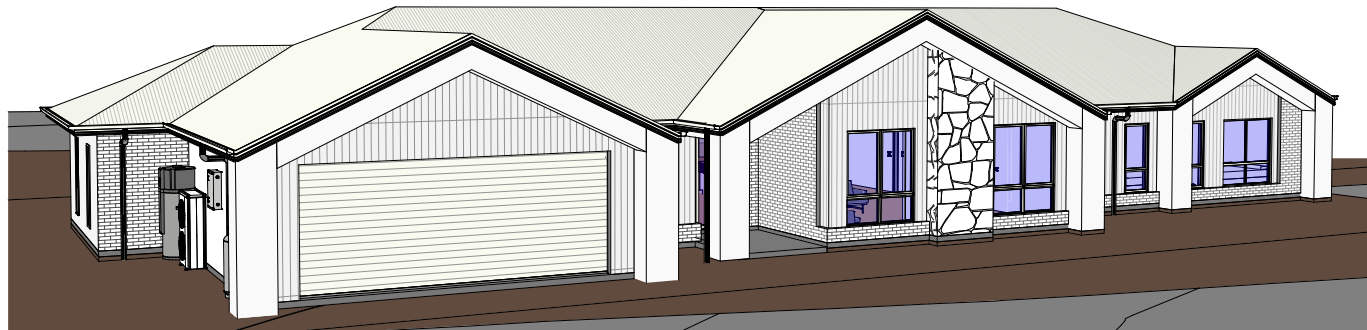
## STORMWATER

100mm DIA. Class 6 UPVC stormwater line laid to a minimum grade of 1:100 and connected to the legal point of stormwater discharge. Provide inspection openings at 9000mm C/C and at each change of direction. The cover to underground stormwater drains shall be not less than

- 100mm under soil
- 50mm under paved or concrete areas
- 100mm under unreinforced concrete or paved driveways
- 75mm under reinforced concrete driveways

## SITE ENVIRONMENT DESIGN INFORMATION

Site Bushfire Attack Assessment (simplified method)  
Reference document 'AS 3959-2009 construction of buildings in bush fire prone areas'  
Determination of Bushfire Attack Level (BAL): 12.5  
Site Classification  
Site classification as Class: S  
Refer to soil report Job No: 458572  
By: Simon Anderson Consulting  
Design Gust Wind Speed / Wind Classification  
Building tie-downs to be provided in accordance with AS1684-2010 for an assumed design gust wind speed / wind classification of N2 (subject to confirmation on site by Relevant Building Surveyor at first inspection) refer to AS1684 for construction requirements.  
Climate Zone  
Climate zone for thermal design / thermal performance assessment : Zone 6  
Corrosion protection of built-in structural members  
Provide corrosion protection of built-in structural steel members such as steel lintels, shelf angles, connectors, accessories (other than wall ties) in accordance with Table 4.1 of AS4773.1-2010 Masonry in Small Buildings, Part 1: Design suitable for an Environment Classification of LOW  
Corrosion protection for sheet roofing  
Provide corrosion protection for sheet roofing in accordance with BCA Table 3.5.1.1a suitable for an Environment Classification of LOW



# ENGINEER & BUILDER ADVICE

THESE DRAWINGS ARE TO BE READ IN CONJUNCTION WITH THE PROJECT SPECIFICATIONS, ENGINEERS DESIGNS, COMPUTATIONS AND GEOTECHNICAL REPORTS. WRITTEN SPECIFICATION TAKE PRECEDENCE OVER THESE DRAWINGS.

LOCAL AUTHORITIES TO ADVISE REQUIREMENTS FOR

- LOCATION OF LPOD
- SEWER POINT LOCATION
- AUTHORITIES ASSET LOCATIONS
- SNOW LOAD REQUIREMENTS
- FLOOD INUNDATION
- BUSHFIRE PROTECTION
- TERMITE TREATMENT
- WIND SPEED

CALL 1100 DIAL BEFORE YOU DIG

LOCAL COUNCIL: EAST GIPPSLAND COUNCIL  
WATER AUTHORITY: EAST GIPPSLAND WATER  
BUILDING SURVEYOR: EAST GIPPSLAND BUILDING PERMITS  
ENGINEER: SIMON ANDERSON CONSULTANTS  
TPA: ELITE ENERGY ASSESMENT

## Sheet List

Sheet Number	Sheet Name	Current Revision
A101	Cover Sheet	A
A104	Site Plan	A
A105	Floor Plan	A
A106	Elevations	A
A107	Elevations	A
A108	Building Sections	A
A109	Roof Plan	A



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Rev.	Description	Date
A	Planning	02.07.25

Stroud Homes EG  
1 Hylton Vista, Wy Yung

Drawn by

SPP

Date

02.07.2025

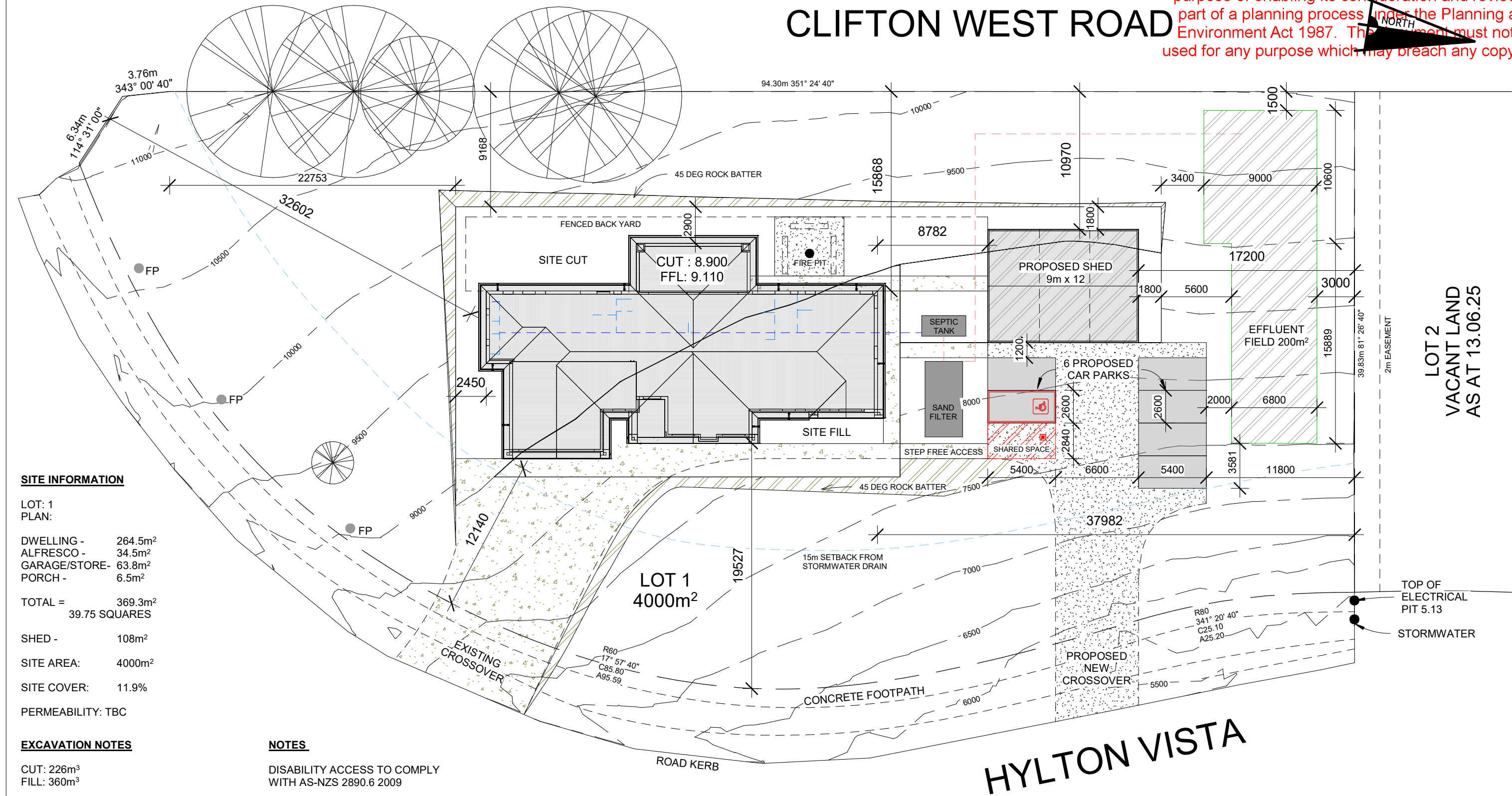
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Cover Sheet

A101

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# CLIFTON WEST ROAD



## SITE INFORMATION

LOT: 1  
PLAN:

DWELLING - 264.5m<sup>2</sup>  
ALFRESCO - 34.5m<sup>2</sup>  
GARAGE/STORE- 63.8m<sup>2</sup>  
PORCH - 6.5m<sup>2</sup>

TOTAL = 369.3m<sup>2</sup>  
39.75 SQUARES

SHED - 108m<sup>2</sup>

SITE AREA: 4000m<sup>2</sup>

SITE COVER: 11.9%

PERMEABILITY: TBC

## EXCAVATION NOTES

CUT: 226m<sup>3</sup>  
FILL: 360m<sup>3</sup>

EXCAVATE ON RL 8.900  
AND SPREAD FILL OVER REMAINING  
BUILDING AREA TO LEVEL.

EXCAVATIONS TO START MIN 1500mm  
FROM EDGE OF BUILDING AND TO  
BE BATTERED BACK AT 45 DEG MIN.

## NOTES

DISABILITY ACCESS TO COMPLY  
WITH AS-NZS 2890.6 2009

STORMWATER TO LEGAL POINT  
OF DISCHARGE.



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A	Planning	02.07.25

Stroud Homes EG 1 Hylton Vista, Wy Yung		
Drawn by	SPP	Date

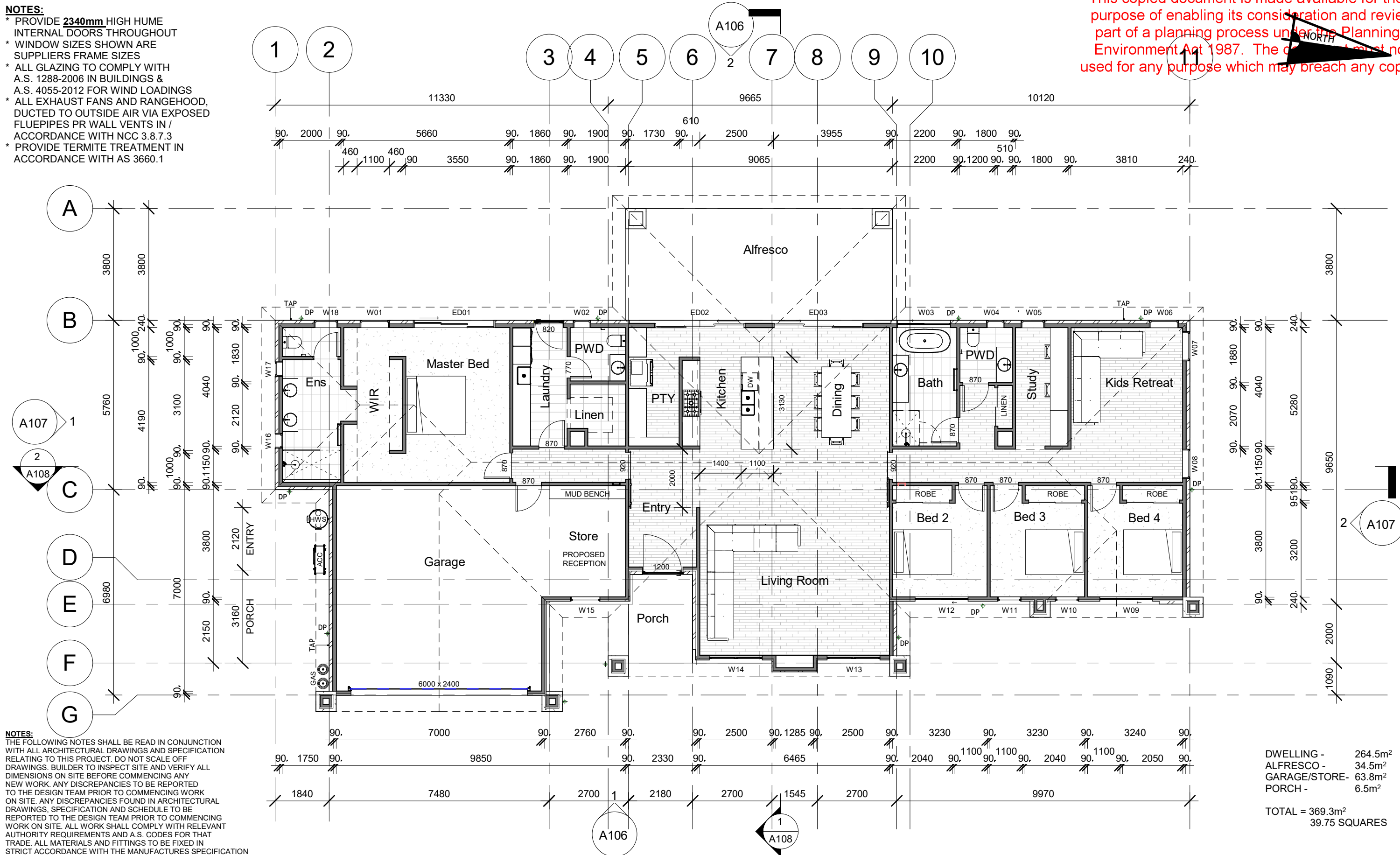
WIND CLASSIFICATION	SLAB CLASSIFICATION	BUSHFIRE ATTACK LEVEL
N2	S	12.5
Site Plan A104		
02.07.2025	Scale at A3	1 : 300



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**NOTES:**

- \* PROVIDE **2340mm** HIGH HUME INTERNAL DOORS THROUGHOUT
- \* WINDOW SIZES SHOWN ARE SUPPLIERS FRAME SIZES
- \* ALL GLAZING TO COMPLY WITH A.S. 1288-2006 IN BUILDINGS & A.S. 4055-2012 FOR WIND LOADINGS
- \* ALL EXHAUST FANS AND RANGEHOOD, DUCTED TO OUTSIDE AIR VIA EXPOSED FLUEPIPES PR WALL VENTS IN / ACCORDANCE WITH NCC 3.8.7.3
- \* PROVIDE TERMITE TREATMENT IN ACCORDANCE WITH AS 3660.1



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A	Planning	02.07.25

## Stroud Homes EG

### 1 Hylton Vista, Wy Yung

Drawn by

SPP

Date

02.07.2025

Scale at A3

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Floor Plan

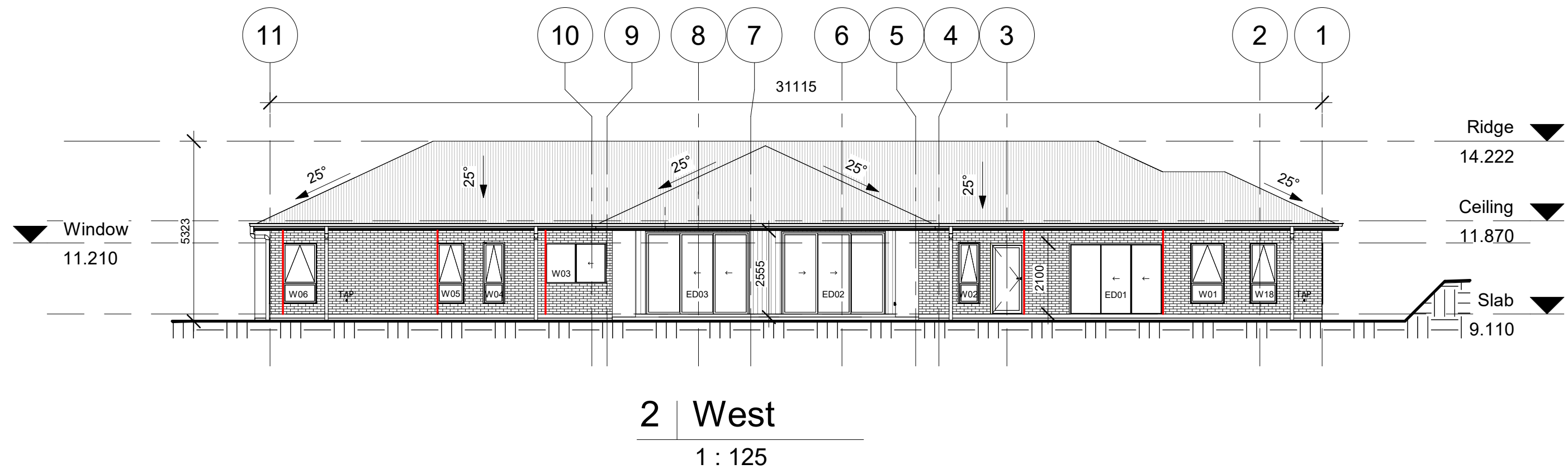
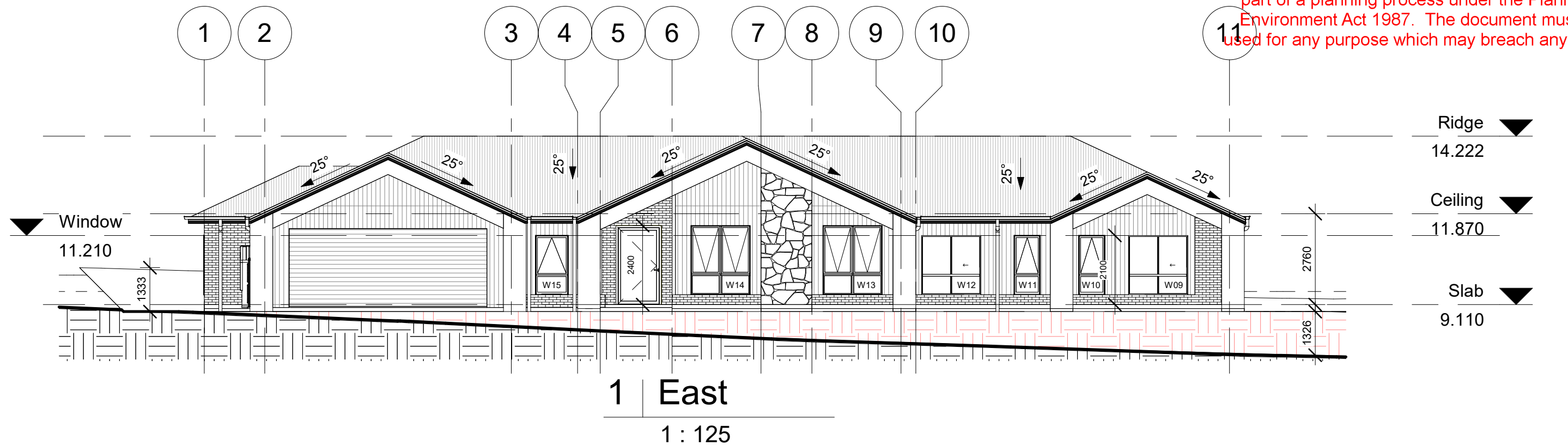
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Stroud Homes EG  
1 Hylton Vista, Wy Yung

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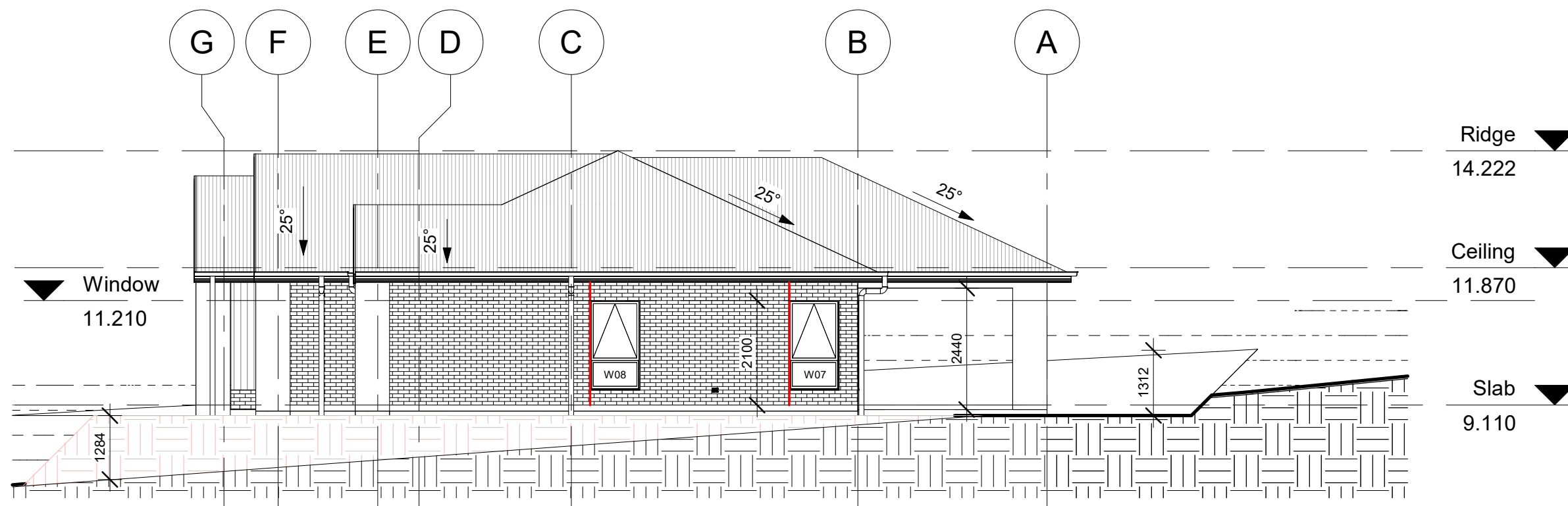
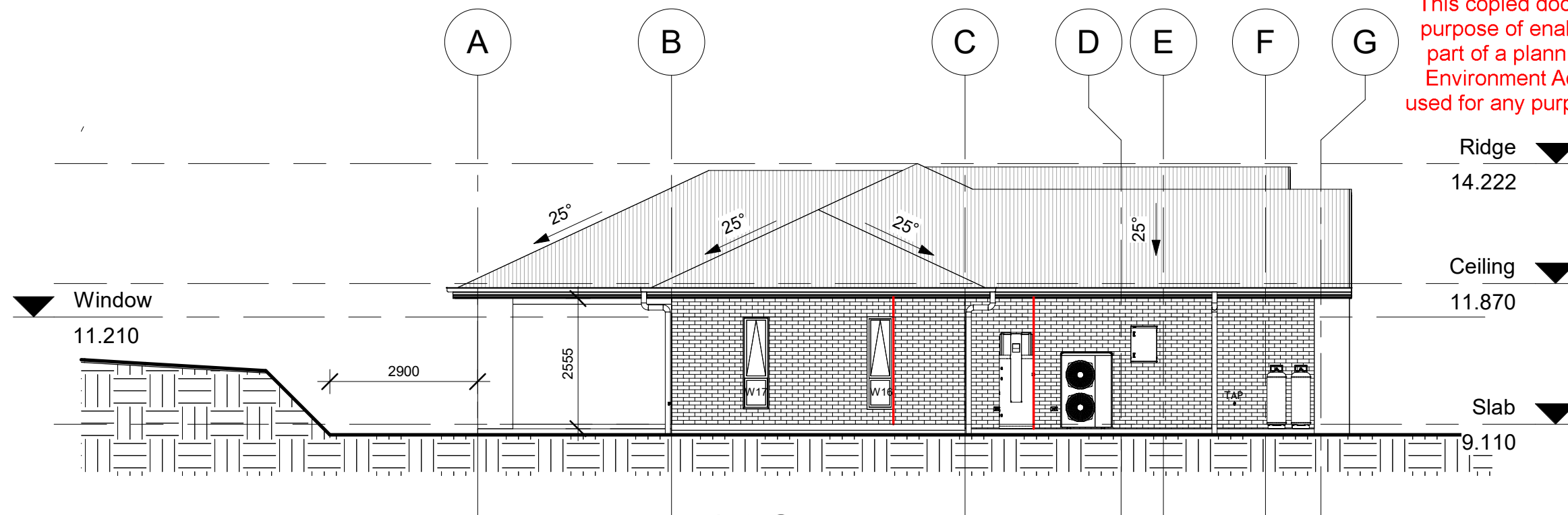
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Elevations

A106



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Stroud Homes EG  
1 Hylton Vista, Wy Yung

Drawn by

Author

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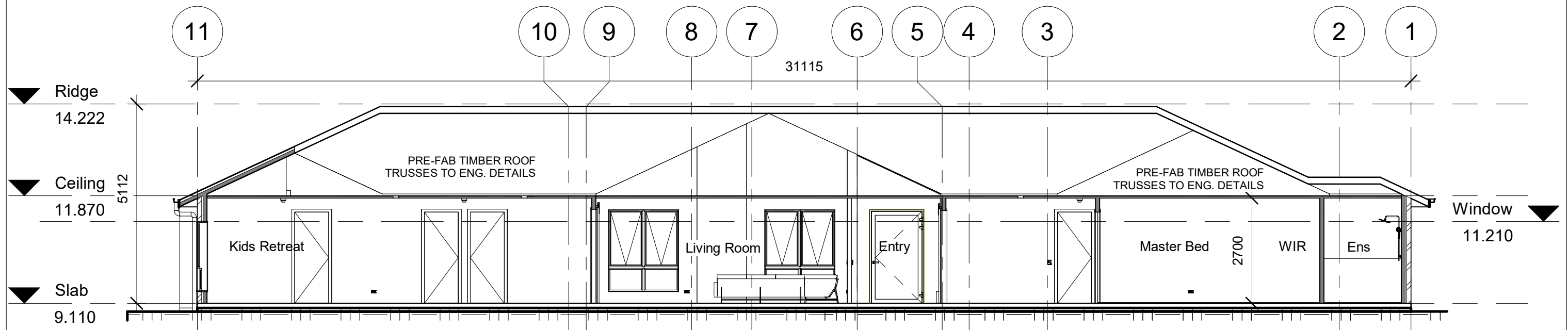
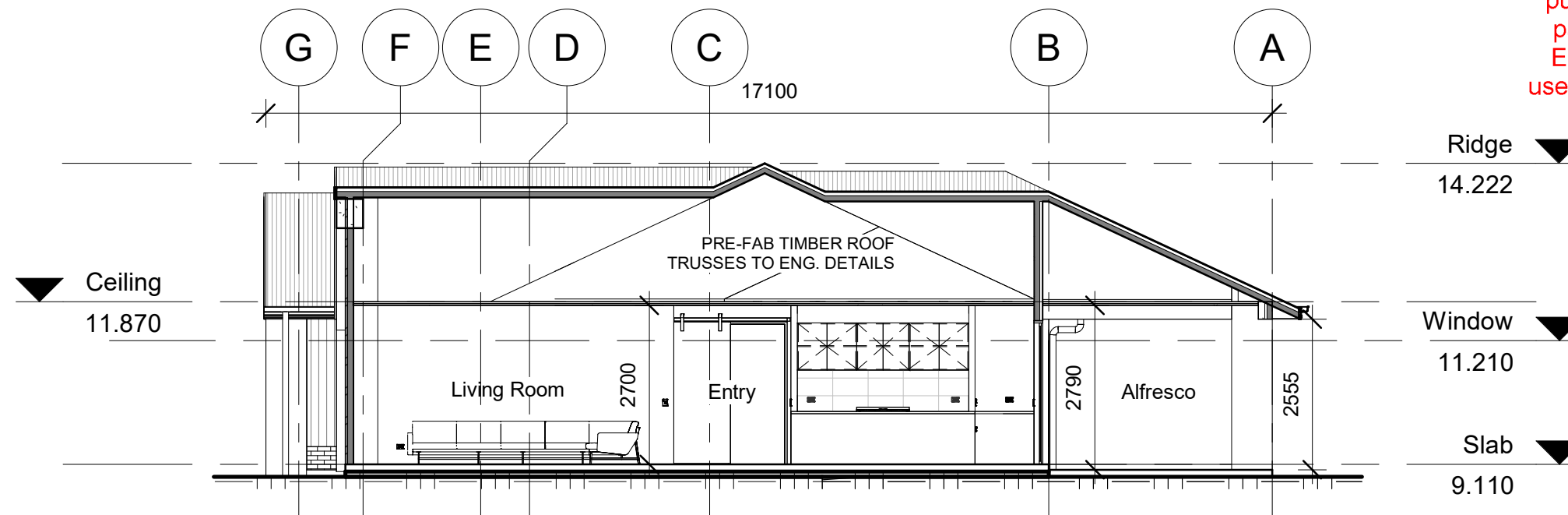
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Elevations

A107



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Stroud Homes EG  
1 Hylton Vista, Wy Yung

Building Sections

A108

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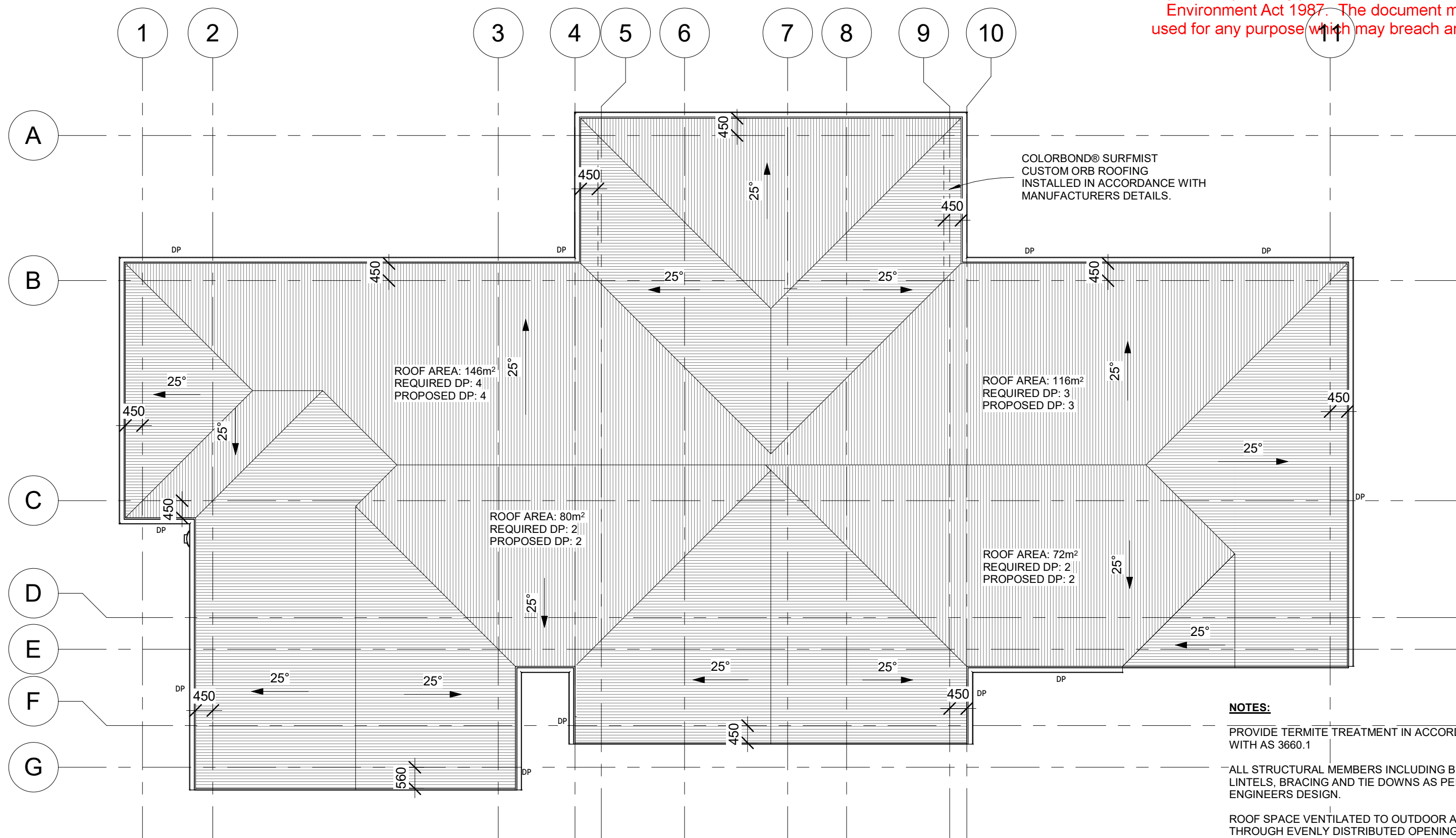
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Rev.	Description	Date
A	Planning	02.07.25

## Stroud Homes EG 1 Hylton Vista, Wy Yung

Drawn by

SPP

Date

02.07.2025

Scale at A3

1 : 100

## Roof Plan

A109