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NOTICE OF AN APPLICATION FOR PLANNING PERMITER. The document must not be used for any purpose which may breach any copyright.

	used for any purpose which may breach ar
The land affected by the	8 Yeerung Court MARLO 3888
application is located at:	Lot: 40 PS: 814895
The application is for a	Buildings and Works for a Dwelling and Outbuilding
permit to:	
A permit is required under the	ne following clauses of the planning scheme:
Planning Scheme Clause	Matter for which a permit is required
43.02-2 (DDO)	Construct a building or construct or carry out works
The applicant for the	East Gippsland Drafting & Design
permit is:	
The application reference	5.2025.5.1
number is:	

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

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	This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and
	Environment Act 1987. The document must not be
From:	Snapforms Notifications <#8adpfip@snapforms@com.advich may breach any copyright.
Sent:	Monday, 13 January 2025 11:13 AM
То:	Planning Unit Administration
Subject:	Planning Permit application
Attachments:	Copy of Plan PS814895N.PDF; Lutze Title docs bound.pdf; Electronic Instrument
	AS480079Y.PDF; 23003 Planning Issue.pdf; Lot-40-PS814895-(ID433076266)-
	Vicplan-Planning-Property-Report.pdf; Lutze - Soil Report.pdf

Planning Permit Application

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

Applicant name: Luke Bale

Business trading name: East Gippsland Drafting & Design

Email address: luke@egdd.com.au

Postal address

Mobile phone number:

Owner's name: Max Lutze

Owner's email address:

Owner's postal address: unknown

Owner's mobile number:

Owner's home number:

Owner's work number:

Street number: 8

Street name: Yeerung Court

Town: Marlo

Post code: 3888

Lot number: 40

Plan number: PS814895

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Parish/Township name: Marlo

Plan type: Plan of subdivision

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Please upload a copy of plan: Copy of Plan PS814895N.PDF

Has there been a pre-application meeting: No

Your reference number: 23003

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

Description of proposal - Describe the use, development or other matter which requires a permit: Single dwelling, detached bungalow & detached shed

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

Estimated cost of development. Note: You may be required to verify this estimate: 572,000.00

Title (must have been generated within the past 30 days: Lutze Title docs bound.pdf

Covenants or Section 173 agreements: Electronic Instrument AS480079Y.PDF

Site plan/floor - plan/elevations: 23003 Planning Issue.pdf

Planning report: Lot-40-PS814895-(ID433076266)-Vicplan-Planning-Property-Report.pdf

1. Supporting information/reports: Lutze - Soil Report.pdf

Who is the invoice to be made out to?: Owner - Max Lutze

Declaration: Yes

Privacy Statement: Yes

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REGISTER SEARCH STATEMENT (Title Search) Transfer of the document must not be used for any purpose which may breach any copyright.

VOLUME 12379 FOLIO 177

TORIA

Security no : 124121058183W Produced 08/01/2025 01:11 PM

LAND DESCRIPTION

Lot 40 on Plan of Subdivision 814895N. PARENT TITLE Volume 12171 Folio 626 Created by instrument PS814895N Stage 2 03/06/2022

REGISTERED PROPRIETOR

Estate Fee Simple Sole Proprietor MAXWELL JAMES LUTZE AV786506A 27/06/2022

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 AS480079Y 28/08/2019

DIAGRAM LOCATION

SEE PS814895N 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: 8 YEERUNG COURT MARLO VIC 3888

ADMINISTRATIVE NOTICES

NIL

eCT Control Effective from

DOCUMENT END



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Document Type	Plan
Document Identification	PS814895N
Number of Pages	6
(excluding this cover sheet)	
Document Assembled	08/01/2025 13:11

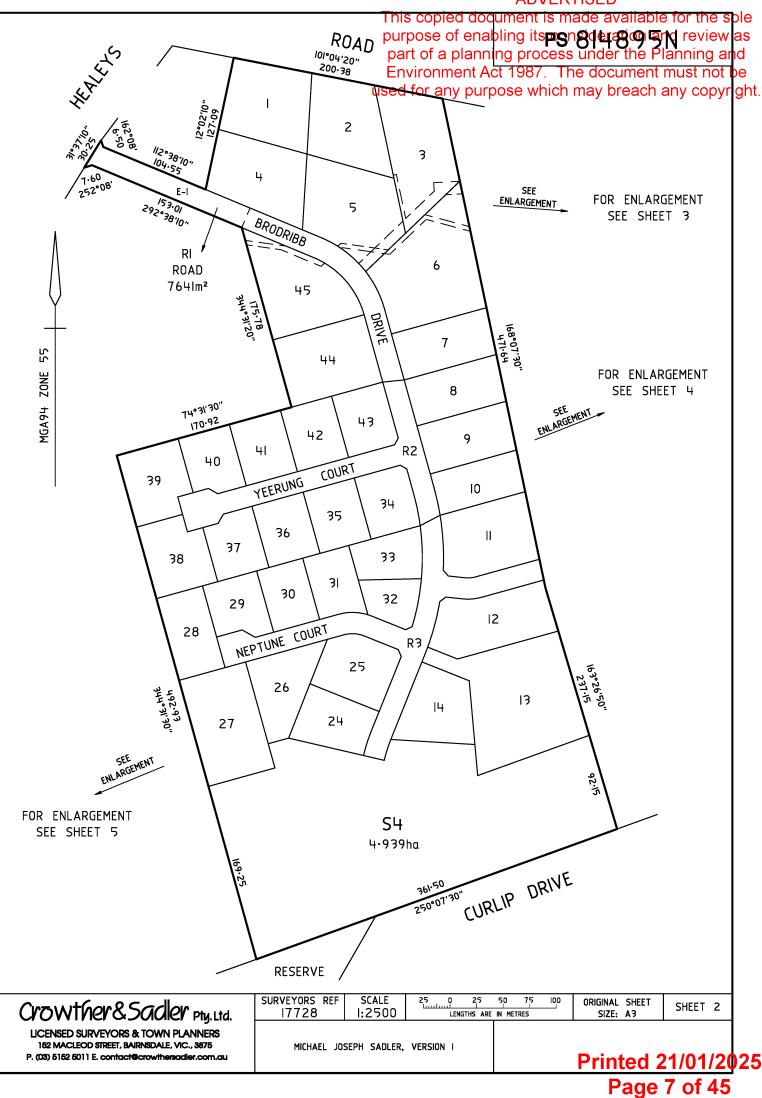
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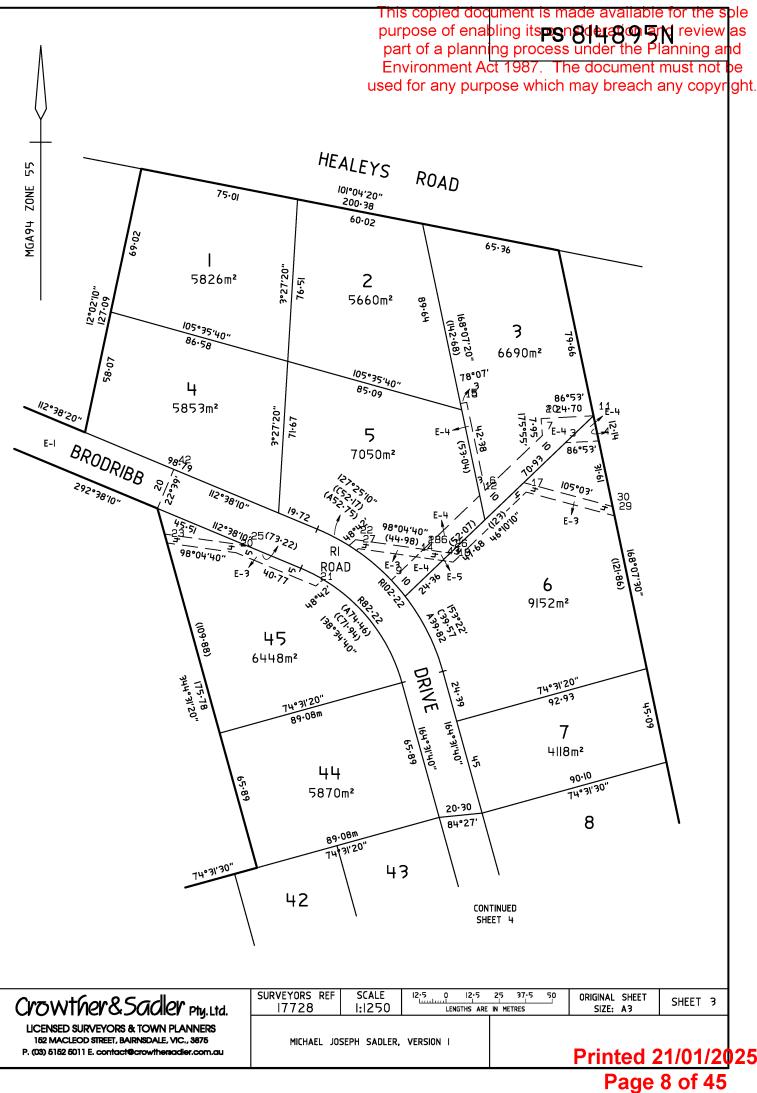
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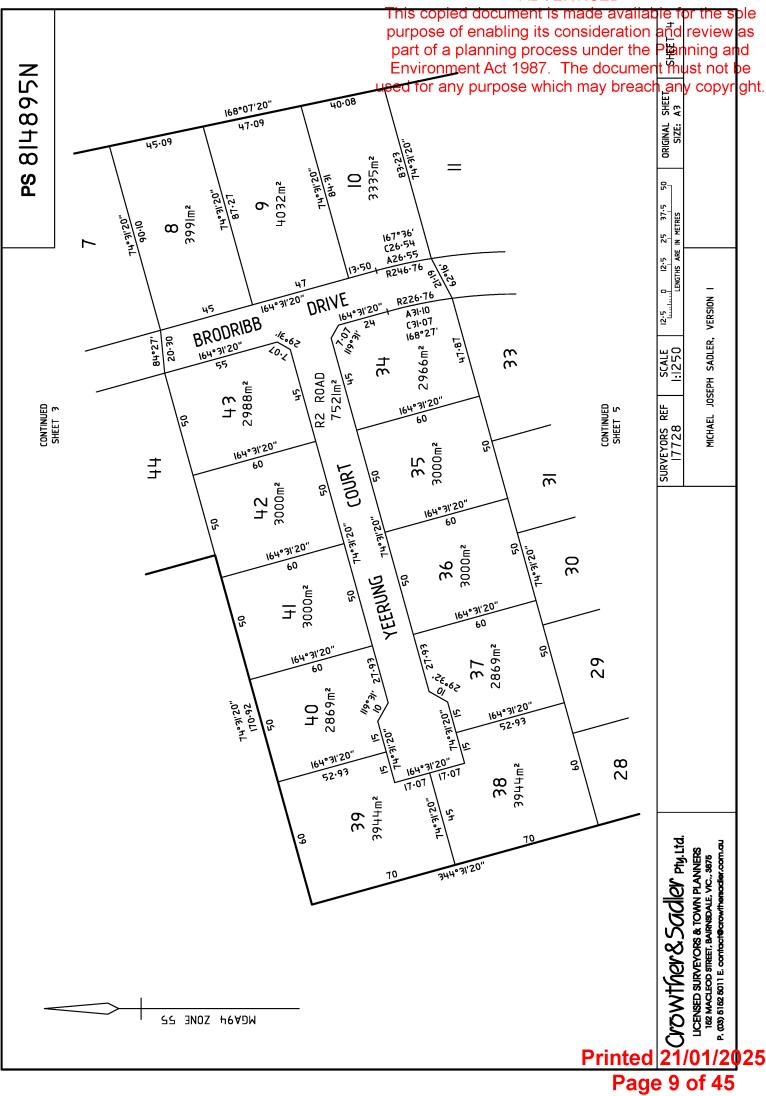
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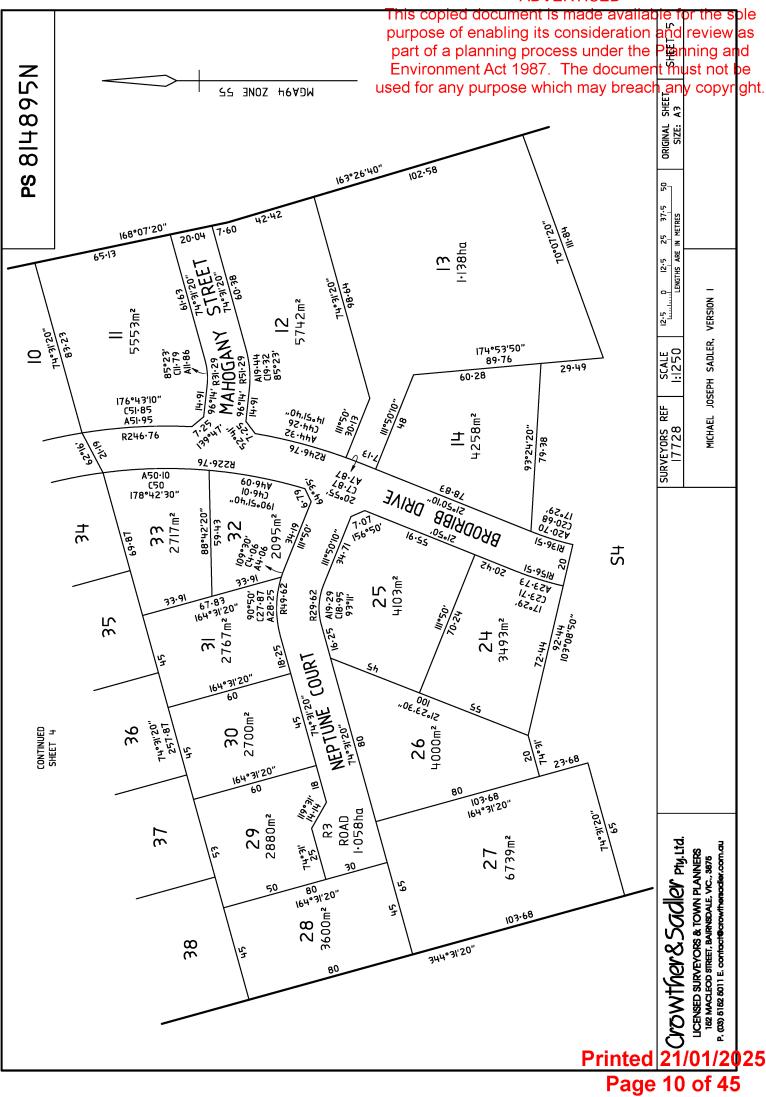
Printed 21/01/2025 Page 5 of 45

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TOWNSHIP:						Certification	I		
SECTION:			с					ion 6 of the Subdivision	Act 1988
CROWN ALL	OTMEN	Γ:	48 ^A (PART)						
CROWN POP	RTION:					Public Open			
TITLE REFER	RENCE:		VOL. 11971 FOL. 149			has not been	made		the Subdivision Act 1988
LAST PLAN F	REFERE	NCE:	LOT A - PS802725	Н			f Compliance iss		Shire Council on 25/01/2018
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									Page 6 of 45









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MASTER PLAN (STAGE 1) REGISTERED DATE 05/12/2019 TIME 5:39 pm WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED. NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER. ASSISTANT REGISTRAR OF TITLES LAND/PARCEL AFFECTED LAND/PARCEL DEALING EDITION MODIFICATION IDENTIFIER CREATED DATE NUMBER NUMBER LOTS 8-10, 34-43, LOT S2 PS814895N/S2 STAGE PLAN 03/06/22 2 RH S3, ROAD R2 LOTS 11-14, 24-33, LOT S3 STAGE PLAN PS814895N/S3 28/7/23 3 A.R.T. LOT S4 & ROAD R3

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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.

Produced 08/01/2025 01:11:30 PM

Status Date and Time Lodged	Registered 28/08/2019 02:24:59 PM	Dealing Number	AS480079Y
Lodger Details			
Lodger Code	17223H		
Name	MADDOCKS		
Address			
Lodger Box			
Phone			
Email			
Reference	MYM:S173LC 7687576		

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

11971/147 11971/148 11971/149

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	ROAD
Locality	BAIRNSDALE
State	VIC

AS480079Y Page 1 of 2



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Department of Environment, Landing Vater & der the Planning and Environment Act 1987. The document must not be

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Electronic Instrument Statement

Planning

Postcode 3875

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.
- 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 Signer Name Signer Organisation

Signer Role

Execution Date

EAST GIPPSLAND SHIRE COUNCIL MARIA MARSHALL PARTNERS OF MADDOCKS AUSTRALIAN LEGAL PRACTITIONER 28 AUGUST 2019

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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Date 21 10812019

Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: 156 Healeys Road, Mario

East Gippsland Shire Council

and

Marlo Plumbing Pty Ltd ACN 006 472 662

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Agreement u Environment		3 of the Planning and	
Dated 21 /	08/2019		×
Parties			-
Name Address Short name	East Gippsland Shire Cou 273 Main Street, Bairnsdale Council		
Name Address	Marlo Plumbing Pty Ltd A	CN 006 472 662	
Short name	Owner		
Background			-

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 17 of the Planning Permit.
- D. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of National Australia Bank. The Mortgagee consents to the Owner entering into this Agreement.

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the Planning and Environment Act 1987.

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

Building has the same meaning as in the Act.

Bushfire Management Plan means the plan endorsed with the stamp of Council titled 'Bushfire Hazard Site Assessment Version 3', dated 26 October 2015, prepared by Crowther and Sadler in accordance with Clause 54.47-2.4 and included as Attachment 1 of this Agreement, or such other plan approved by Council from time to time.

page 1

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CPI means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

Current Address means:

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

Current Email means:

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

Endorsed Plan means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit.

Indexation means an annual adjustment to the Satisfaction Fee carried out in accordance with CPI.

Lot means a lot created by a subdivision of the Subject Land whether in accordance with the Planning Permit or otherwise.

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

Party or Parties means the Parties to this Agreement.

Planning Permit means planning permit no. 116/2017/P as amended from time to time, issued on 4 August 2017, authorising the subdivision of the Subject Land into two lots and removal of native vegetation in accordance with the Endorsed Plan.

Planning Scheme means the East Gippsland Planning Scheme and any other planning scheme that applies to the Subject Land.

Satisfaction Fee means a fee payable by the Owner to Council for determining whether any one of the Owner's obligations has been undertaken to Council's satisfaction, or for deciding whether to give consent for anything this Agreement provides must not be done without Council's consent, and which is payable at the rate of:

- (e) \$317.90 if paid within 12 months from the date that this Agreement commences; or
- (f) \$317.90 plus Indexation if paid at any time after 12 months from the date that this Agreement commences.

Subject Land means the land situated at 156 Healeys Road, Marlo being the land referred to in certificate of title volume 11971 folio 147, 148, 149 and any reference to the Subject Land includes any Lot created by the subdivision of the Subject Land or any part of it.

page 2

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2.	Interpretation	
	In this Agreement unless the context admis oth	erwise:
2.1	the singular includes the plural and vice versa;	
2.2	a reference to a gender includes all genders;	
2.3	a reference to a person includes a reference to and that person's successors in law;	a firm, corporation or other corporate body
2.4	any agreement, representation, warranty or inde 2 or more persons are included in the same defi	emnity by 2 or more persons (including where ned term) binds them jointly and severally;
2.5	a term used has its ordinary meaning unless that is not defined in this Agreement and it is defined the Act;	at term is defined in this Agreement. If a term I in the Act, it has the meaning as defined in
2.6	a reference to an Act, regulation or the Planning amendment amending, consolidating or replacir	Scheme includes any Act, regulation or ig the Act, regulation or Planning Scheme;
2.7	the Background forms part of this Agreement;	
2.8	the Owner's obligations take effect as separate and run at law and equity with the Subject Land	and several covenants which are annexed to and
2.9	any reference to a clause, page, condition, attac page, condition, attachment or term of this Agre	chment or term is a reference to a clause, ement.
3.	Purpose of Agreement	
	The Parties acknowledge and agree that the put	poses of this Agreement are to:
3.1	Give effect to the Planning Permit;	
3.2	Achieve and advance the objectives of planning Scheme in respect to the Subject Land; and	in Victoria and the objectives of the Planning
3.3	Ensure development is only permitted where the be reduced to an acceptable level.	e risk to life and property from bushfire can
4.	Reasons for Agreement	
	The Parties acknowledge and agree the Council following reasons:	has entered into this Agreement for the
		, page 3

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- Council would not have issued the Planning Permit without the condition requiring this Agreement;
- 4.2 the agreement has been prepared for the purpose of an exemption from a planning permit pursuant to Clause 44.06-1 of the Scheme; and
- 4.3 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

5. Owner's specific obligations

The Owner covenants and agrees that if a Dwelling is constructed on a Lot without the need for a planning permit, the Owner must:

5.1 only construct the dwelling in accordance with the Bushfire Management Plan, and

5.2 maintain the dwelling and Lot in accordance with the Bushfire Management Plan,

to the satisfaction of Council.

6. Owner's further obligations

6.1 Notice and registration

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

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 this Agreement on the certificate of title of the Subject Land in accordance with section 181 of the Act; and do all things necessary to enable the Council to do so, including:
 - (a) sign any further agreement, acknowledgment or document; and
 - (b) obtain 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 determining whether any of the Owner's obligations have been undertaken to Council's satisfaction; and.
- 6.3.4 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

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6.4 Fees

The Owner must pay any Satisfaction Fee to Council within 14 days after a written request for payment.

6.5 Time for determining satisfaction

If Council makes a request for payment of:

6.5.1 a fee under clause 6.4.; or

any costs or expenses under clauses 6.3.3

the Parties agree that Council will not decide whether the Owner's obligation has been undertaken to Council's satisfaction, or whether to grant the consent sought until payment has been made to Council in accordance with the request.

6.6 Interest for overdue money

- 6.6.1 The Owner must pay to Council Interest in accordance with section 227A of the Local Government Act 1989 on any amount due under this Agreement that is not paid by the due date.
- 6.6.2 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

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

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

9.1 give effect to this Agreement; and

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

page 5

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10. General matters

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 other Party's Current Address;
- 10.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- 10.1.4 by email to the other Party's Current Email.

10.2 No waiver

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

10.3 Severability

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

10.4 No fettering of Council's powers

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

10.5 Inspection of documents

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

10.6 Governing law

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

page 6

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21.8.19

page 7

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Signing Page

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

Signed sealed and delivered by the Chief Executive Officer on behalf of the East Gippsland Shire Council pursuant to the power delegated to that person by an Instrument of Delegation in the presence of:

..... Witness

Print Name

Executed by Marlo Plumbing Pty Ltd ACN in accordance with \$127(1) of the Corporations Act 2001:

DARYL MARTIN PATTERSON

Chief Executive

Signature of Sole Director and Sole Company Secretary

Print full name

Mortgagee's Consent

National Australia Bank Ltd as Mortgagee under instrument of mortgage no. W172451C consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-inpossession, agrees to be bound by the covenants and conditions of this Agreement.

REFER TO LETTER FROM THE NAB

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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 11971 Folio 149 Registered Proprietor/s: Marlo Plumbing Pty Ltd

National Australia Bank Limited A.B.N. 12 004 044 937 as Mortgagee pursuant to Registered Mortgage numbers W172451C hereby consents to the within Agreement.

Dated this

22nd day of July

2019

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

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:

Signature of Witness

Australi I Limi IN 1200 Inney mall Bi	onal a-Bank ted 4044937 usiness	683	
Con	nect		

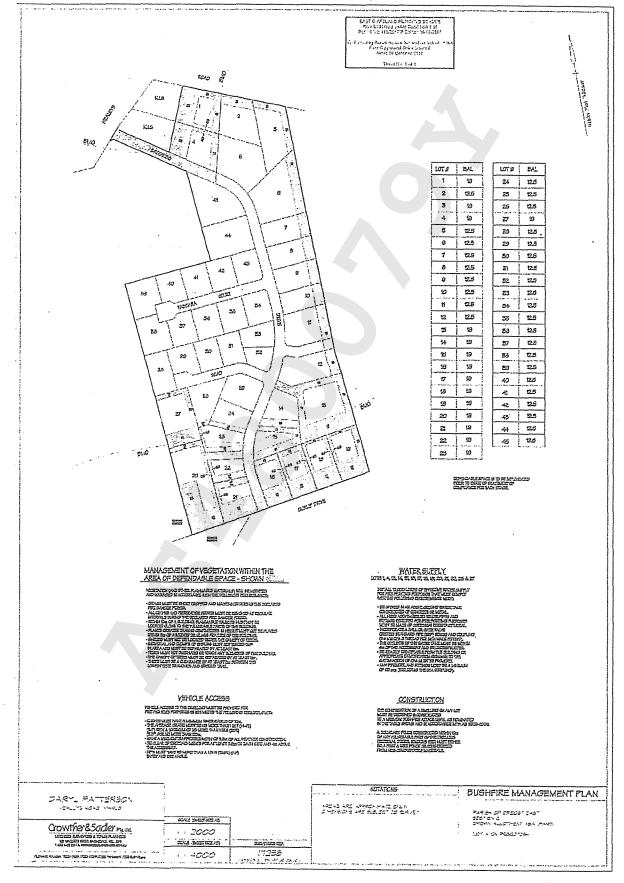
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Electronic Instrument Statement

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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.

Produced 08/01/2025 01:11:30 PM

Status Date and Time Lodged	Registered 27/06/2022 02:16:07 PM	Dealing Number	AV786506A
Lodger Details			
Lodger Code			
Name			
Address			
Lodger Box			
Phone			
Email			
Reference			
	TRANSFER		
Jurisdiction	VICTORIA		
searchable registers and inc Land Title Reference 12379/177			
Transferor(s)			
Name	MARLO PLUMBING PTY LTD		
ACN	006472662		
Estate and/or Interest bein Fee Simple	ng transferred		
Consideration \$AUD 160000.00			
Transferee(s)			
Tenancy (inc. share)	Sole Proprietor		
Given Name(s)	MAXWELL JAMES		
Family Name	LUTZE		
Address			
Street Number	8		
Street Name	YEERUNG		
Street Type	COURT		
		AV786506A Page 1 of 2	

Reference : Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008 Locked bag 20005, Melbourne 3001, DX 210189 ABN 86 627 986 396 AV786506A Page 1 of 2

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Electronic Instrument Statement

Duty Transaction ID 5465633

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	MARLO PLUMBING PTY LTD
Signer Name	PETER MILTON MURPHY
Signer Organisation	WARREN GRAHAM AND
	MURPHY PTY LTD
Signer Role	AUSTRALIAN LEGAL
	PRACTITIONER
Execution Date	27 JUNE 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.

a Notas:		
	Execution Date	27 JUNE 2022
	Signer Role	AUSTRALIAN LEGAL PRACTITIONER
	Signer Organisation	GLENN HODGES
	Signer Name	GLENN ROBERT HODGES
	Executed on behalf of	MAXWELL JAMES LUTZE

File Notes: NIL

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Statement End.





Electronic Instrument Statement

Mortgage Form version 1.5

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Produced 08/01/2025 01:11:30 PM

Status Date and Time Lodged	Registered 27/06/2022 02:16:07 PM	Dealing Number	AV786507X
-	27/06/2022 02:16:07 PM		
Lodger Details			
Lodger Code			
Name			
Address			
Lodger Box			
Phone			
Email			
Reference	90906672907-soli		
	MORTGAGE	E	
Jurisdiction	VICTORIA		
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Electronic Instrument Statement

Mortgage Form version 1.5

STREET
SYDNEY
NSW
2000

The mortgagor mortgages the estate and/or interest in land specified in this mortgage to the mortgagee as security for the debt or liability described in the terms and conditions set out or referred to in this mortgage, and covenants with the mortgagee to comply with those terms and conditions.

Terms and Conditions of this Mortgage

(a) Document Reference

AA4944

(b) Additional terms and conditions

You (the mortgagor) agree with us (the mortgagee) as follows: 1. The provisions in the document referred to in (a) above, as varied if shown below (Memorandum) are incorporated in this mortgage. 2. A reference to "this mortgage" in this mortgage form or the Memorandum is a reference to the mortgage constituted by this mortgage form and the Memorandum. 3. You acknowledge that you received and read a copy of this mortgage form and the Memorandum before signing this mortgage. 4. You acknowledge giving this mortgage and incurring obligations and giving rights under it in return for the things we do when we enter into a Secured Agreement. 5. You agree to comply with the provisions of the Memorandum. 6. If this mortgage is a mortgage of a registered lease, the Memorandum is varied as follows: By adding at the end of Clause A3.1(h): (iv) you have not transferred your interest as lessee of The Property; and (v) you have told us if you have a sub-tenant in The Property.

Mortgagee Execution

1. The Certifier, or the Certifier is reasonably satisfied that the mortgagee it represents,:

(a) has taken reasonable steps to verify the identity of the mortgagor or his, her or its administrator or attorney; and (b) holds a mortgage granted by the mortgagor on the same terms as this Registry Instrument or Document.

- 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.
- 3. The Certifier has retained the evidence supporting this Registry Instrument or Document.

Executed on behalf of

	AUSTRALIA
Signer Name	TIANA LEUNG
Signer Organisation	
	AUSTRALIA
Signer Role	AUTHORISED SIGNATORY
Execution Date	23 JUNE 2022

File Notes: NIL

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Statement End.



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SITE CLASSIFICATION REPORT – NEW RESIDENCE

8 YEERUNG COURT - MARLO JOB NUMBER- 236902 DATE:

DATE: 28 OCTOBER 2023

GENERAL

This Soil Investigation consists of the drilling of two boreholes on the proposed site area using a hand auger. Disturbed soil samples collected have been subjected to visual examination and classification. The Borelogs, showing soil profiles are recorded on page SR2 as attached and forming part of this report. Bore locations are shown on site plan page SR3.

SITE DESCRIPTION

The property owners wish to construct a new dwelling on the allotment that is located at No. 8 Yeerung Court at Marlo, where a subdivision of what was formerly grazing land has been completed in several stages.

The subject allotment is situated on the right (north) side of Yeerung Court about 150 metres west of Brodribb Drive, which has been constructed with formed table drains and a bituminous surface. The lot is 2869 square metres in area and is almost rectangular in shape with a 50 metre frontage to Yeerung Court. Plots of recently planted shrubs exist at the front and the rear. The location of the new residence has been defined by the landscaping works, and will be positioned near the middle with a setback of about 15 metres from the Yeerung Court frontage.

The land slopes gently towards the south and towards Yeerung Court. The allotment is vacant but has a constructed vehicular access near the south east corner. The soils encountered generally consist of black sandy topsoil and grey to light grey fine sands to 600 - 800 mm in depth, overlying dark brown/tan partly cemented sands at greater depth. The lot has a maintained cover of pasture grasses and kikuyu. The neighbouring land to the north contains the previous subdivision stage, while the lots to the east and west each contain a new residence.

DRAINAGE

The building site is located on uniformly sloping land and appears to be adequately drained at surface level towards the table drain in the street. However, a perched water table is possible above the relatively impermeable cemented sands encountered, so the installation of subsurface drainage may be beneficial. The subdivision is serviced with a low pressure pumped sewerage system, and a reticulated water supply is available. The average annual rainfall for the site is 800 mm with this being generally well distributed throughout the year.

GEOLOGY

The Mallacoota Geological Map No.854 Zone 8 describes the area as Quaternary Pleistocene age, consisting of coastal terraces of marine and windblown sands. The samples taken confirm this description.

SITE CLASSIFICATION

Samples from bores show that the classification of the site to be **SLIGHTLY REACTIVE (S)** 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 then the classification should be reassessed.

RECOMMENDATIONS - SLIGHTLY REACTIVE (S) SITES

It is recommended that basic footing details be in accordance with Section 3 of AS 2870.1 -2011 "RESIDENTIAL SLABS AND FOOTINGS" for soil Class S and that pad footings and concrete stumps be in accordance with AS 1684 – Residential Timber Framing Construction Manuals.

It is also recommended that a sub-surface drainage system is installed along the north side of the new residence and at the toe of any site excavation, so as to intercept seepage from higher land.

FOUNDING DEPTHS FOR FOOTINGS

STRIP FOOTINGS500 mmEDGE BEAMS300 mmPADS500 mm (minimum)

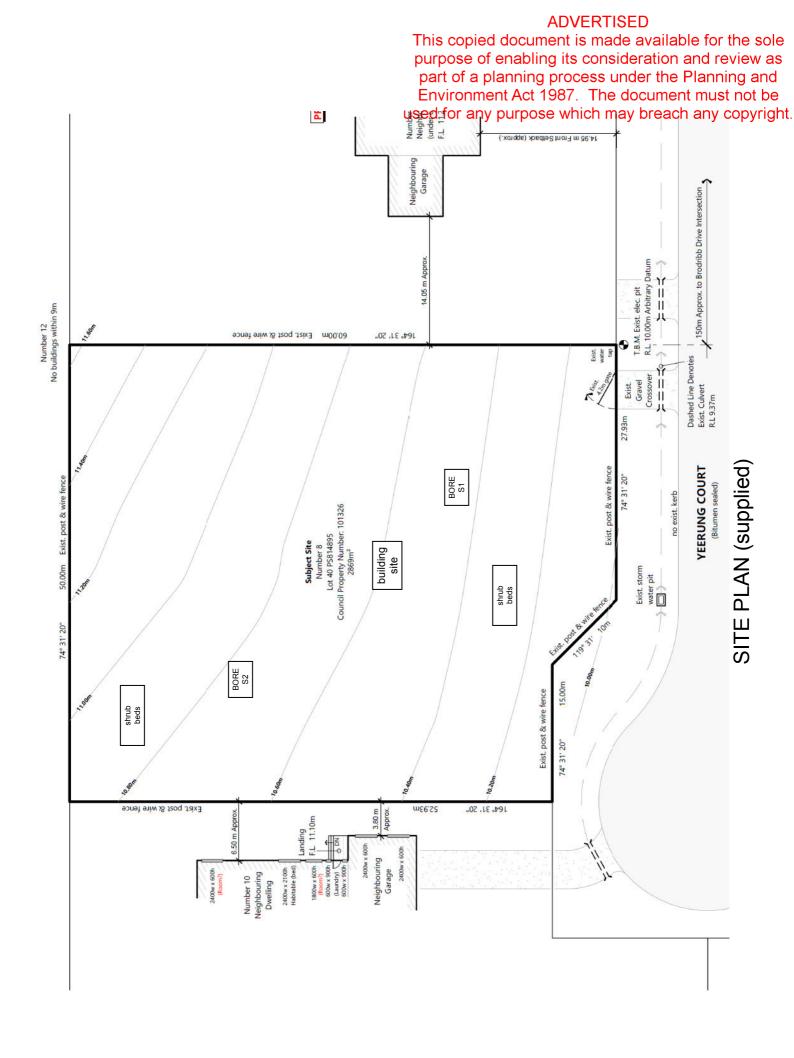
BEARING CAPACITIES

Generally the grey sands at 500 mm depth will have a Bearing Capacity of 100 KPa.

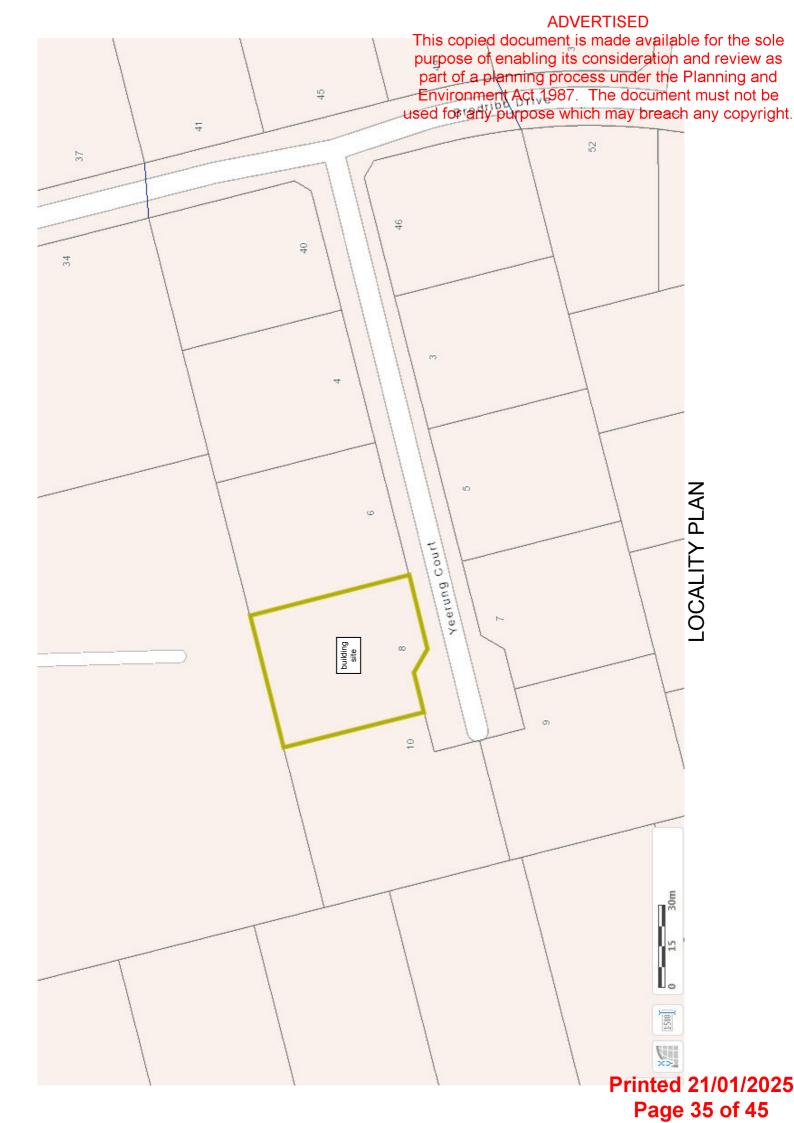
Printed 21/01/2025 Page 32 of 45

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	STREE	TER CI	VIL ENGINEERING SERVICES	Pty Ltd
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			Correspondence : P.O.Box 126, Bruthe	_
	etercivil@bigp			Tel: (03) 5157 5362
Client:		Lutze	Job No:	236902
Job: new residence				28-Oct-23
	erung Court -		_	Neil Streeter
Lo	ot 40 PS8148			Neil Streeter
		LOC	G OF HAND AUGER BORES	
BORE No.	DEPTH		DESCRIPTION	REMARKS
S1	0		black sandy loam topsoil; damp	
	200		grey fine silty sand; moist; loose and	
			becoming firm with depth	
	600		dark brown/tan fine sand, containing lumps	
			of brown cemented sand;	
			damp; dense	
	800		grey partly cemented sand; damp; dense	
				too dense to dig with a
	900		end of bore	hand auger
S2	0		black sandy loam topsoil; damp	
	200		dark grey fine silty sand; damp; loose and	
			becoming firm with depth	
	500		light grey fine sand; moist; firm	
	800		dark brown/tan fine sand, containing lumps	
			of brown cemented sand;	
			damp; dense	
				too dense to dig with a
	1000		end of bore	hand auger



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Pty. Ltd.-

Consulting Civil Engineer (A.C.N. 072 946 760)

81 – 101 Brooks Road Bruthen e-mail: streetercivil@bigpond.com P O Box 126 Bruthen VIC 3885 Tel. 5157 5362

Important Notes

- 1. The previous conclusions are based on limited bores and should conditions on site vary from the bore descriptions variation in footing sizes and depths may be necessary. It is recommended any variations be reported to the engineer.
- 2. Clays expand and contract because of moisture changes and even relatively stable clays will move appreciably if subject to extreme moisture conditions on the site. The builder is to make the owner aware of the following:
 - Leaking plumbing or blocked drains should be repaired promptly. Garden watering; especially by sprinklers should be controlled to avoid saturation of foundations. Proper garden maintenance should produce year round uniform moisture conditions.
 - Trees and shrubs can cause substantial drying of the soil and associated shrinkage of the clay. This effect is most likely to result in damage when added to the drying from a drought or long dry spell. This problem can be avoided by plating trees at substantial distances from the house. For complete protection against damage, trees should be avoided on reactive clay sites.
- 3. Some minor cracking, whilst undesirable, will occur in a significant proportion of houses on reactive clays. It is impossible to design a footing system that will completely protect a house under all circumstances.
- 4. Various construction and architectural details can be adopted to reduce the effect of movement.
 - articulation of brickwork
 - Flexible plumbing connection
 - Surface drainage of allotments to avoid water ponding against or near footings.
 - Subsoil drainage (refer to site plan page SR-3 and specification sheet page SR-1)
- 5. Any excavations required parallel to the footings should be kept at a suitable distance from the footings to prevent undermining. Service trenches should be filled with natural site clay in order to prevent rapid movement of soil moisture into the backfill.
- 6. All foundations and site works should be inspected by a competent person to ensure that subsurface conditions and site preparation procedures are in accordance with those outlined in the report. If any doubt exists then this office should be contacted immediately for further advice. We take no responsibility for any consequences arising from footing excavations either shallower or deepened beyond our recommended founding depths without our prior approval.
- 7. The use of standard footings as presented in AS2870-2011 is only applicable to building works with a loading and a construction style similar that of a residential dwelling as described in section 3.1 of AS2870-2011.

Page SR4

PLANNING PROPERTY REPORT

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From www.planning.vic.gov.au at 02 August 2023 07:18 AM

PROPERTY DETAILS

Lot and Plan Number:	Lot 40 PS814895		
Address:	8 YEERUNG COURT MA	RLO 3888	
Standard Parcel Identifier (SPI):	40\PS814895		
Local Government Area (Council):	EAST GIPPSLAND		www.eastgippsland.vic.gov.au
Council Property Number:	101326		
Planning Scheme:	East Gippsland		Planning Scheme - East Gippsland
Directory Reference:	Vicroads 684 F2		
UTILITIES		STATE ELECTORATES	
Rural Water Corporation: Souther	rn Rural Water	Legislative Council:	EASTERN VICTORIA
Urban Water Corporation: East Gip	opsland Water	Legislative Assembly:	GIPPSLAND EAST

OTHER

Outside drainage boundary

AUSNET

Registered Aboriginal Party: None

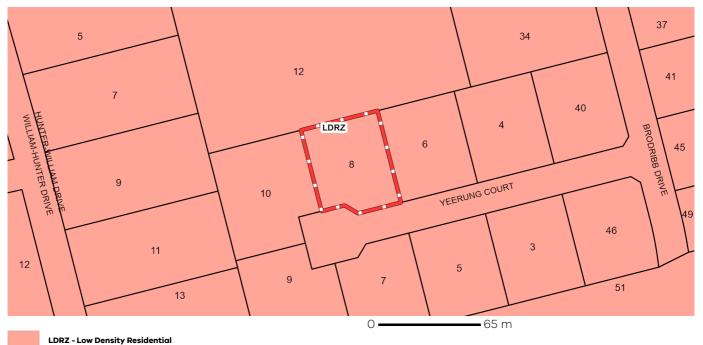
View location in VicPlan

Melbourne Water:

Power Distributor:

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.

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PLANNING PROPERTY REPORT

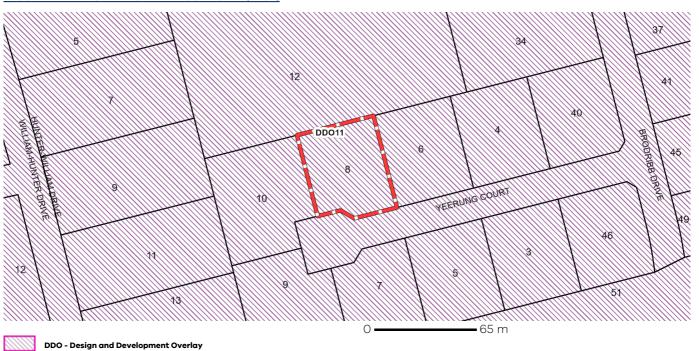
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Planning Overlay

DESIGN AND DEVELOPMENT OVERLAY (DDO) DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 11 (DDO11)



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

Further Planning Information

Planning scheme data last updated on 26 July 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 abut 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 <u>https://www.planning.vic.gov.au</u>

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Designated Bushfire Prone Areas

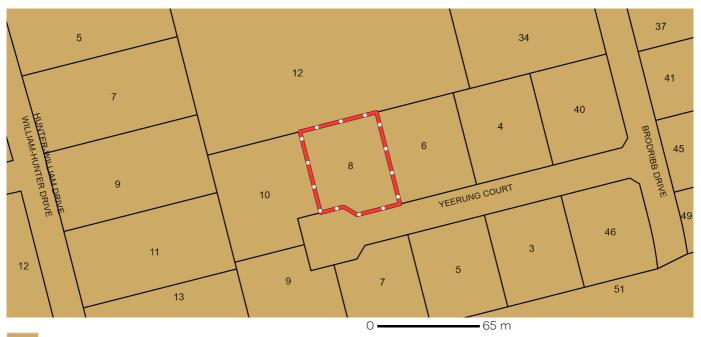
right.

Page 39 of 45

This parcel 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 <u>https://www.planning.vic.gov.au</u>.

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

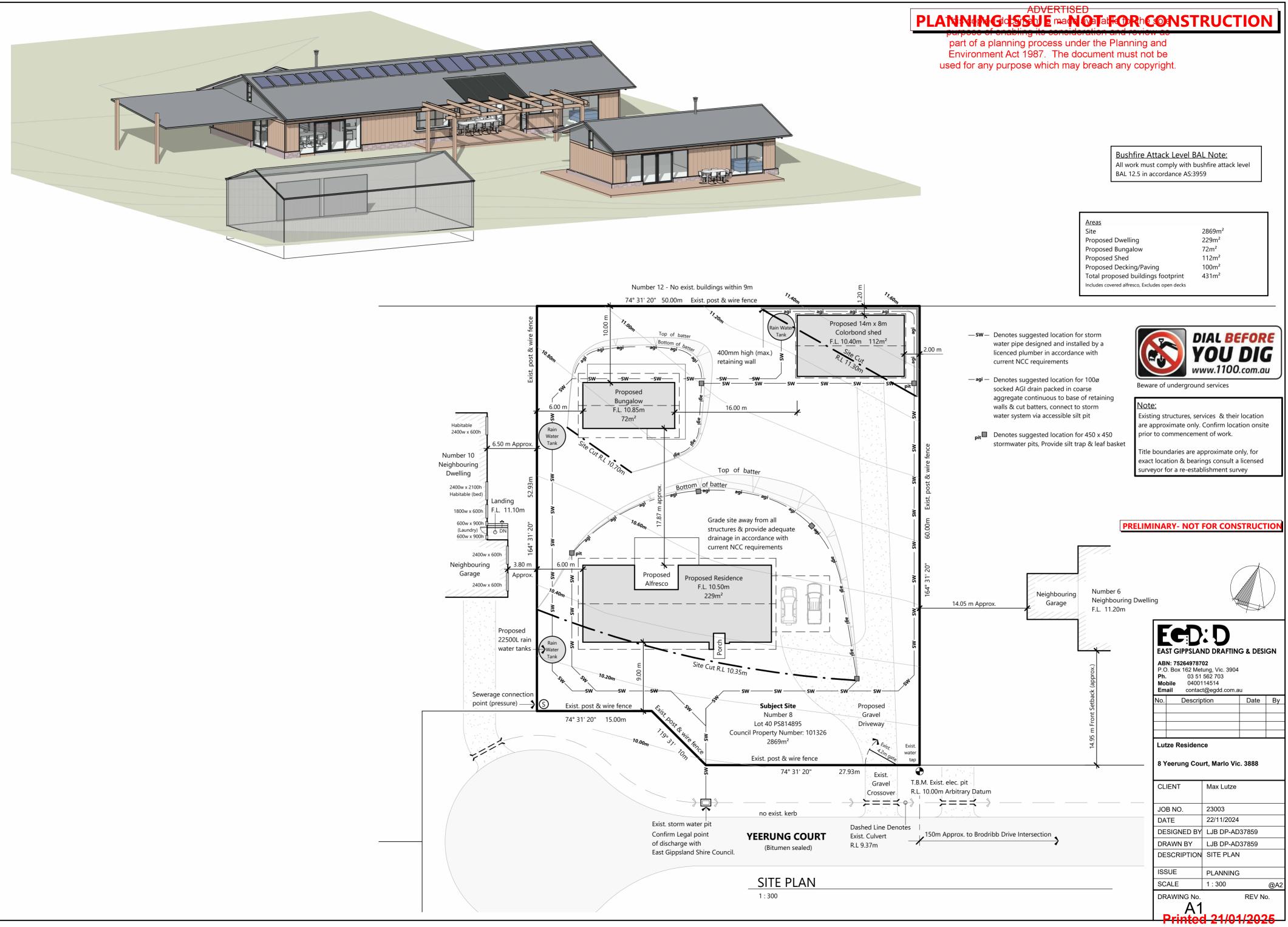
Native plants that are indigenous to the region and important for biodiversity might be present on this property. This could include trees, shrubs, herbs, grasses or aquatic plants. There are a range of regulations that may apply including need to obtain a planning permit under Clause 52.17 of the local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

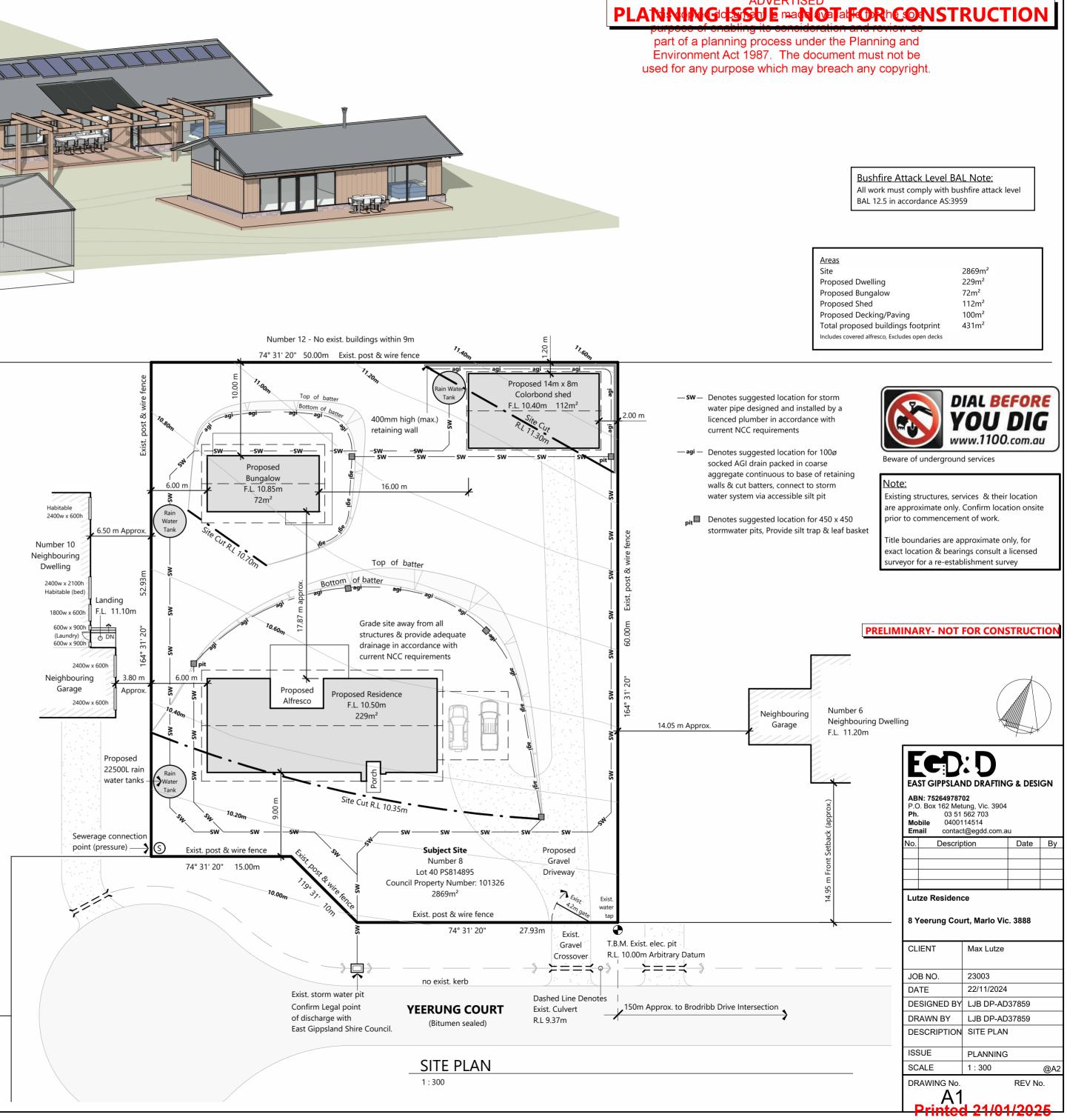
To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system https://nvim.delwp.vic.gov.au/and Native vegetation (environment.vic.gov.au) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit NatureKit (environment.vic.gov.au)

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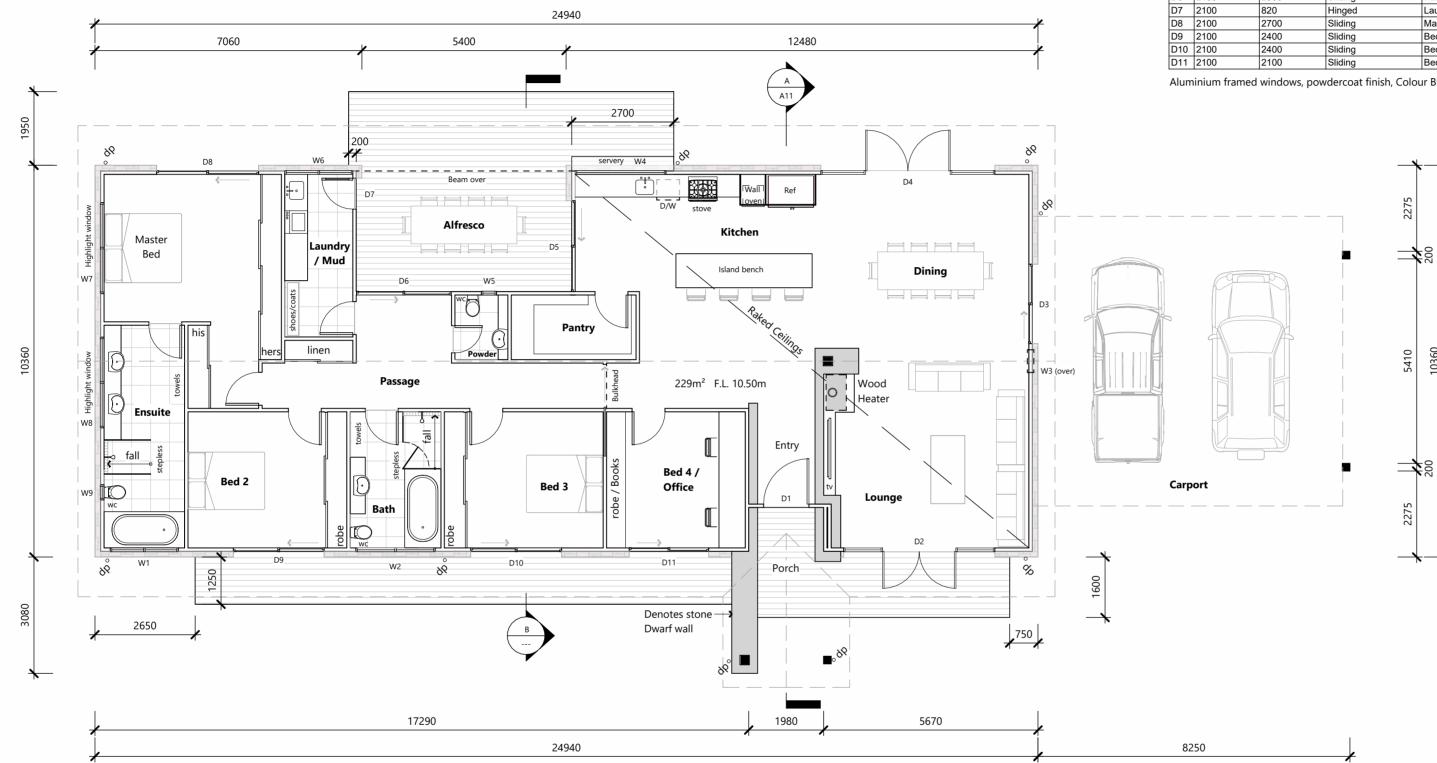


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PLANNING ISSUE - NOT FOR CONSTRUCTION

Timber Framing Note: All timber framing, lintels, bracing and hold-down details shall comply with AS1684 - 2010 residential timber-framed construction manuals.

Bushfire Attack Level BAL Note: All work must comply with bushfire attack level BAL 12.5 in accordance AS:3959



PROPOSED FLOOR PLAN 1:100



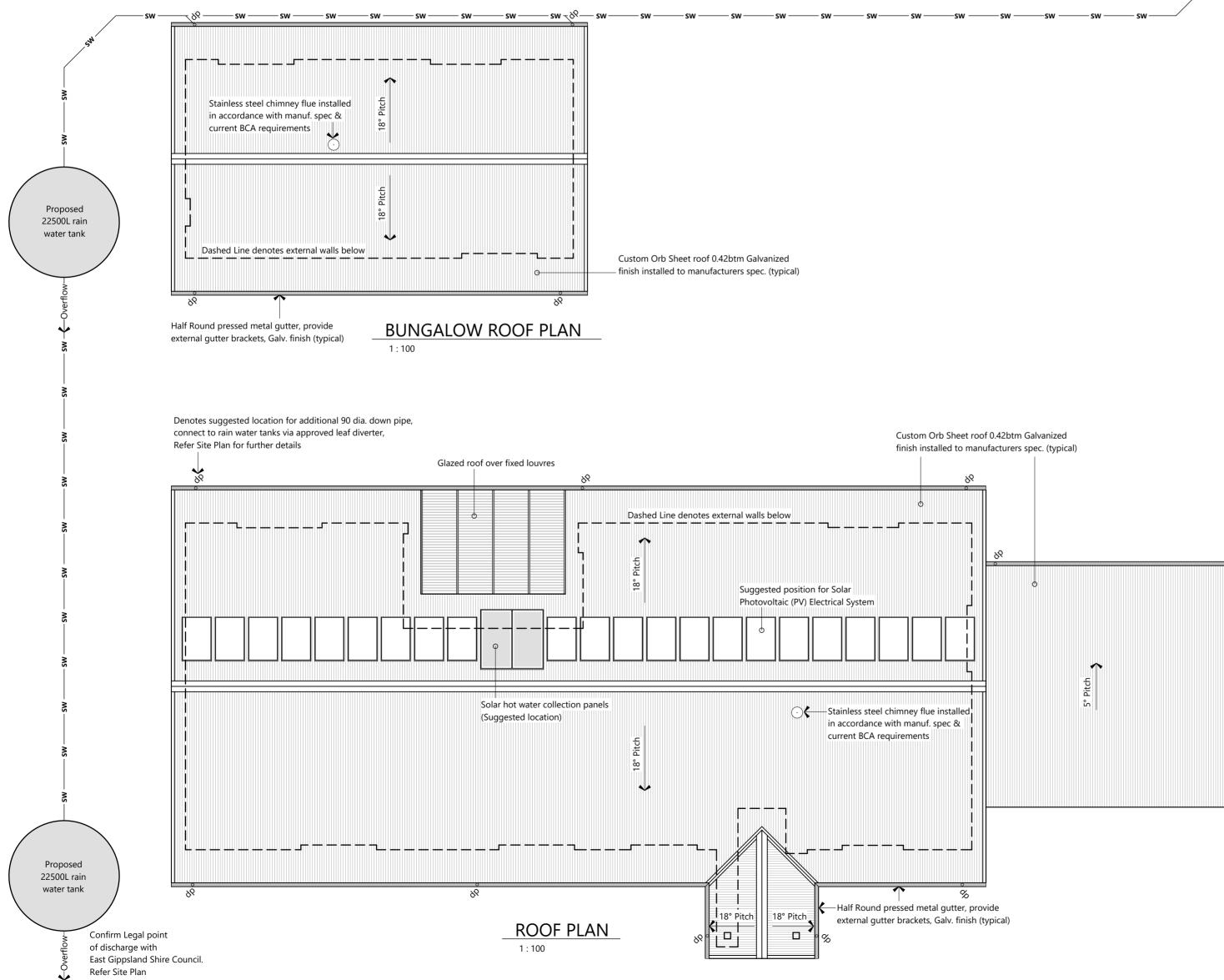
					AE	VERTIS	SED				
	This @@@Rt&WUND@WtSCHERUHEvailable for the sole										
	purpose of enabling its consideration and review as										
N⁰	Opening Height	Opening Width	Operation type	Bescription Plescription Plescription	anning pr	D <mark>CESS</mark> U	yder the	SHann		Lintel	Notes
W1	1200	1800	Sliding	Ensuitenvironme	istu fact 198	7. The	docume	nt mus	t not be		
W2	1200	2100	Sliding	Based for any	BruthDOSE V	vhich ma	av bread	h anv	copyriaht.		
W3	1200	600	Single Hung	Lounge	East		.,				
W4	1200	2400	Bi-fold	Kitchen	North						
W5	1200	400	Single Hung	Powder	North						
W6	900	1800	Sliding	Laundry	North						
W7	600	2400	Awning	Master Bed	West						
W8	300	2400	Awning	Ensuite	West						
W9	600	400	Awning	Ensuite	West						
D1	2400	1200	Hinged	Entry	South						
D2	2100	4000	Hinged	Lounge	South						
D3	2100	2100	Sliding	Dining	East						
D4	2100	4600	Hinged	Dining	North						
D5	2100	2400	Sliding	Kitchen	West						
D6	2100	2500	Sliding	Passage	North						
D7	2100	820	Hinged	Laundry	East						
D8	2100	2700	Sliding	Master Bed	North						
D9	2100	2400	Sliding	Bed 2	South						
D10	2100	2400	Sliding	Bed 3	South						
D11	2100	2100	Sliding	Bed 4	South						

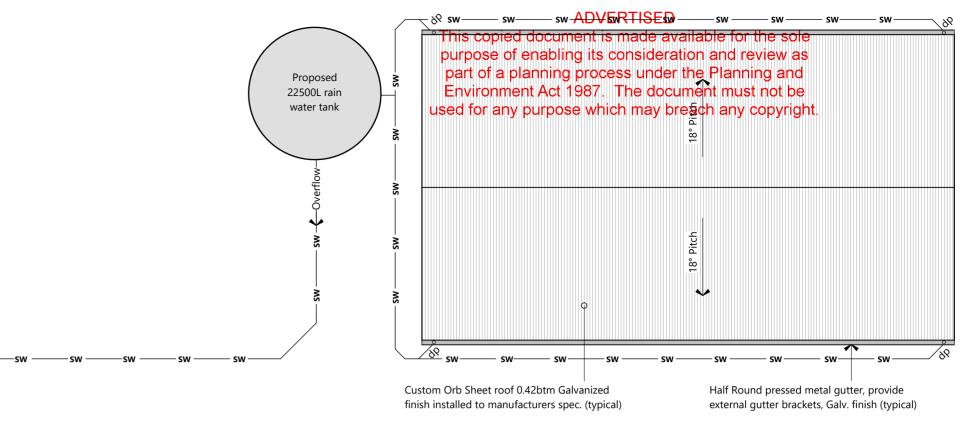
Aluminium framed windows, powdercoat finish, Colour Black



ECE:D:D EAST GIPPSLAND DRAFTING & DESIGN ABN: 75264978702 P.O. Box 162 Metung, Vic. 3904 Ph. 03 51 562 703 Mobile 0400114514 Email contact@egdd.com.au								
No. Descrip	otion	Date	Ву					
Lutze Residence 8 Yeerung Cou		:. 3888						
CLIENT	Max Lutze							
JOB NO.	23003							
DATE	22/11/2024							
DESIGNED BY	LJB DP-AD	37859						
DRAWN BY	LJB DP-AD	37859						
DESCRIPTION	PROPOSE PLAN	D FLOOF	2					
ISSUE	PLANNING							
SCALE	SCALE 1 : 100 @A2							
DRAWING No. REV No. A2 Printed 21/01/2025								

PLANNING ISSUE - NOT FOR CONSTRUCTION







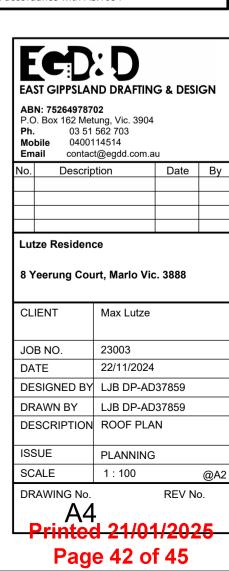
Bushfire Attack Level BAL Note: All work must comply with bushfire attack level BAL 12.5 in accordance AS:3959

Timber Framing Note:

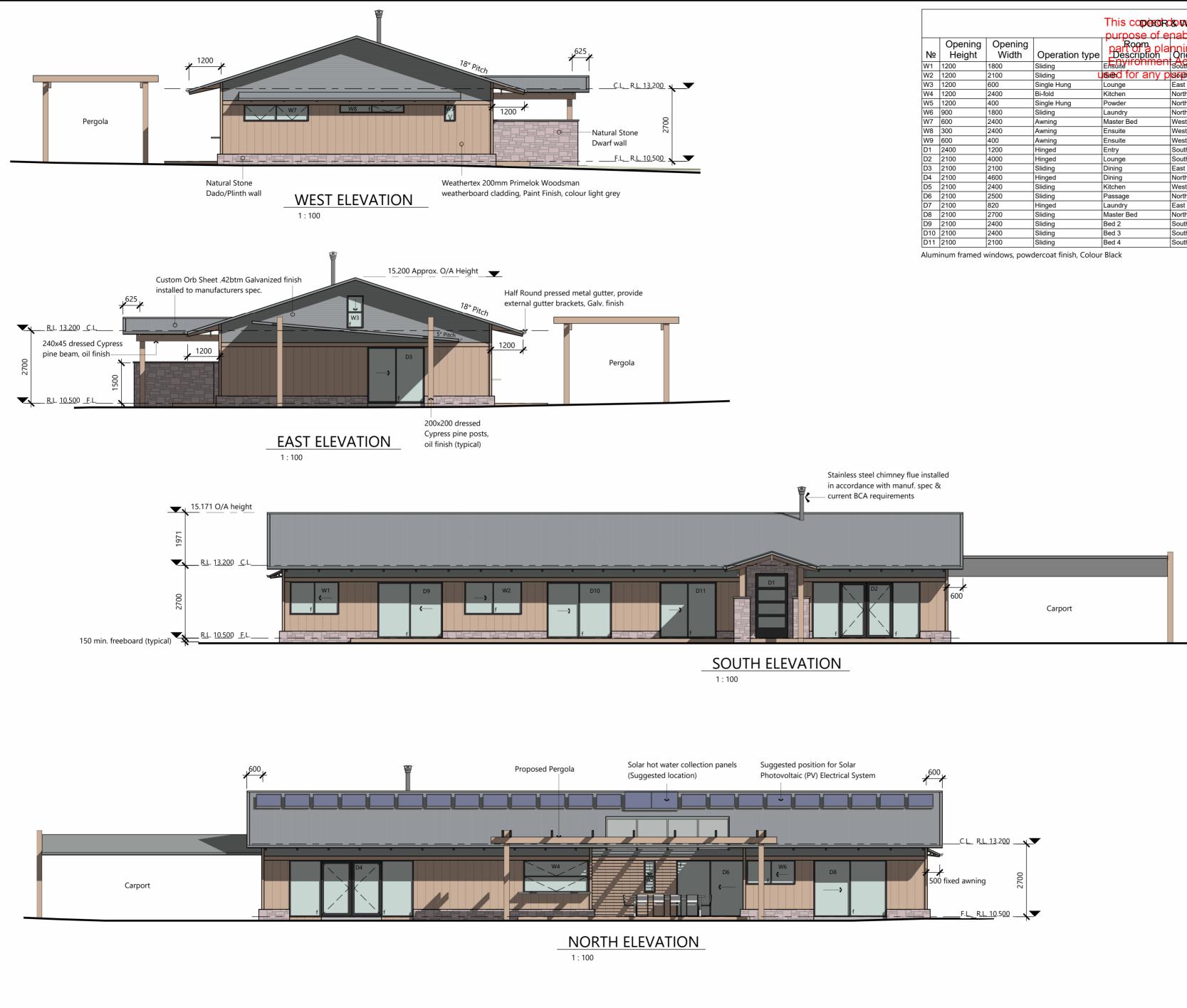
All timber framing, lintels, bracing and hold-down details shall comply with AS1684 - 2010 residential timber-framed construction manuals.

Roof Bracing Note:

Roof bracing & hold down details in accordance with AS:1684







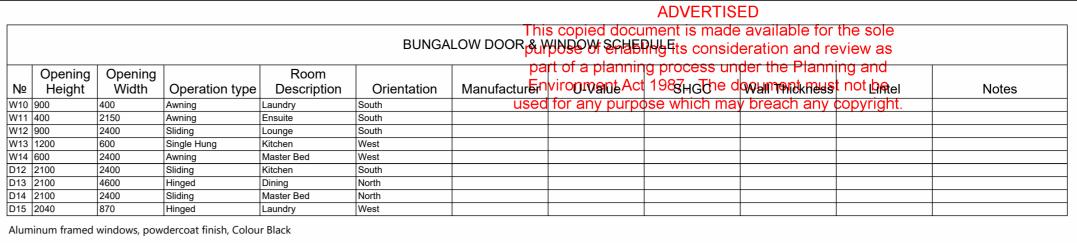
	ADVERTISED										
	This copies to winter othis on the sole										
	purpose of enabling its consideration and review as										
N⁰	Opening Height	Opening Width	Operation type	part of a pla Description Ensuite	nning proc	Cess und Manuf.	ler the U-Value	Plannir SHGÇ	g and Thickness	Lintel	Notes
W1	1200	1800	Sliding	Ensuite	South 1907	. The u	Jeumen	t must	not be		
W2	1200	2100	Sliding	ised for any p	uspose wh	iich may	[,] breach		pyright.		
W3	1200	600	Single Hung	Lounge	East						
W4	1200	2400	Bi-fold	Kitchen	North						
W5	1200	400	Single Hung	Powder	North						
W6	900	1800	Sliding	Laundry	North						
W7	600	2400	Awning	Master Bed	West						
W8	300	2400	Awning	Ensuite	West						
W9	600	400	Awning	Ensuite	West						
D1	2400	1200	Hinged	Entry	South						
D2	2100	4000	Hinged	Lounge	South						
D3	2100	2100	Sliding	Dining	East						
D4	2100	4600	Hinged	Dining	North						
D5	2100	2400	Sliding	Kitchen	West						
D6	2100	2500	Sliding	Passage	North						
D7	2100	820	Hinged	Laundry	East						
D8	2100	2700	Sliding	Master Bed	North						
D9	2100	2400	Sliding	Bed 2	South						
D10	2100	2400	Sliding	Bed 3	South						
D11	2100	2100	Sliding	Bed 4	South						

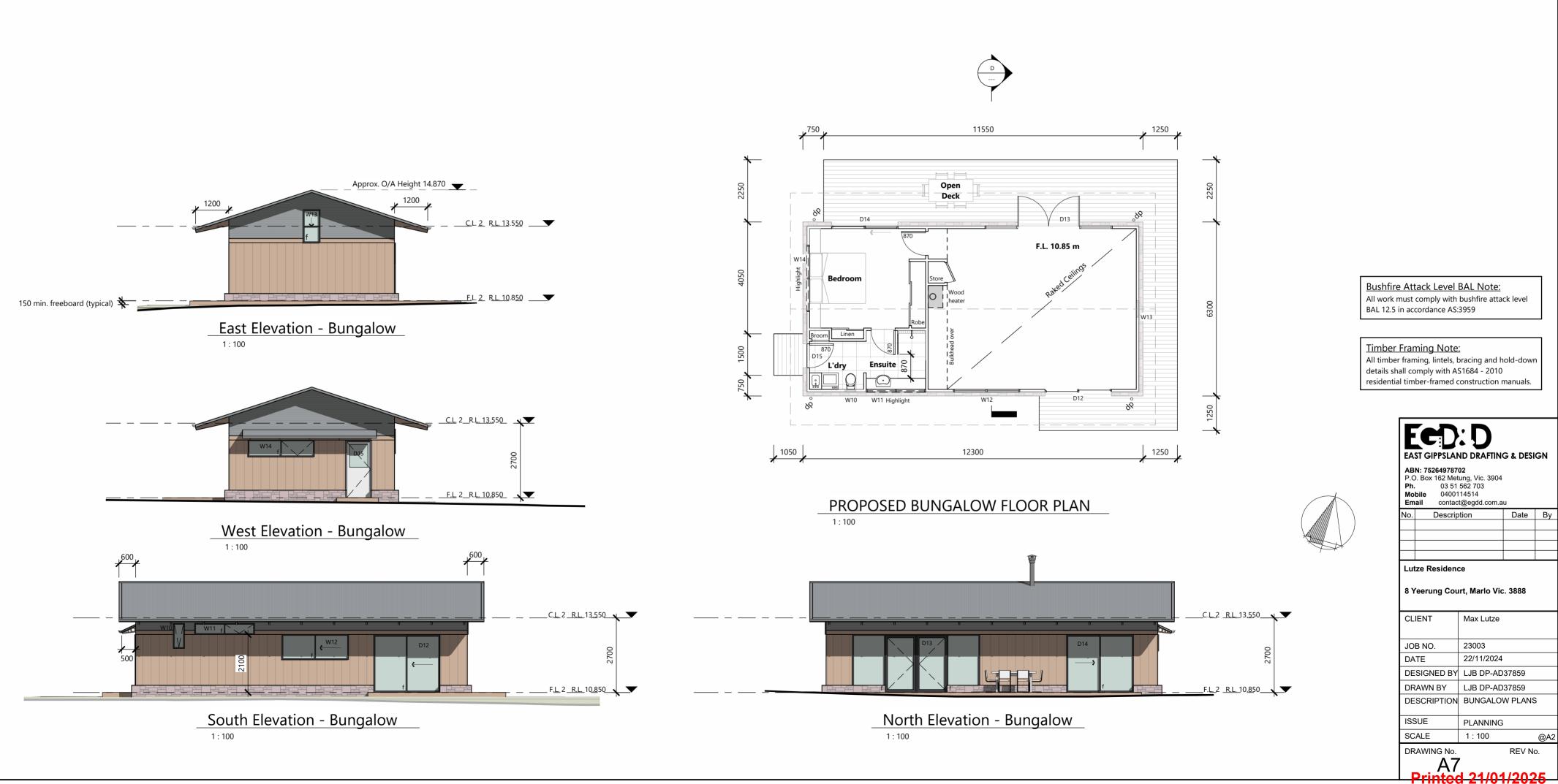
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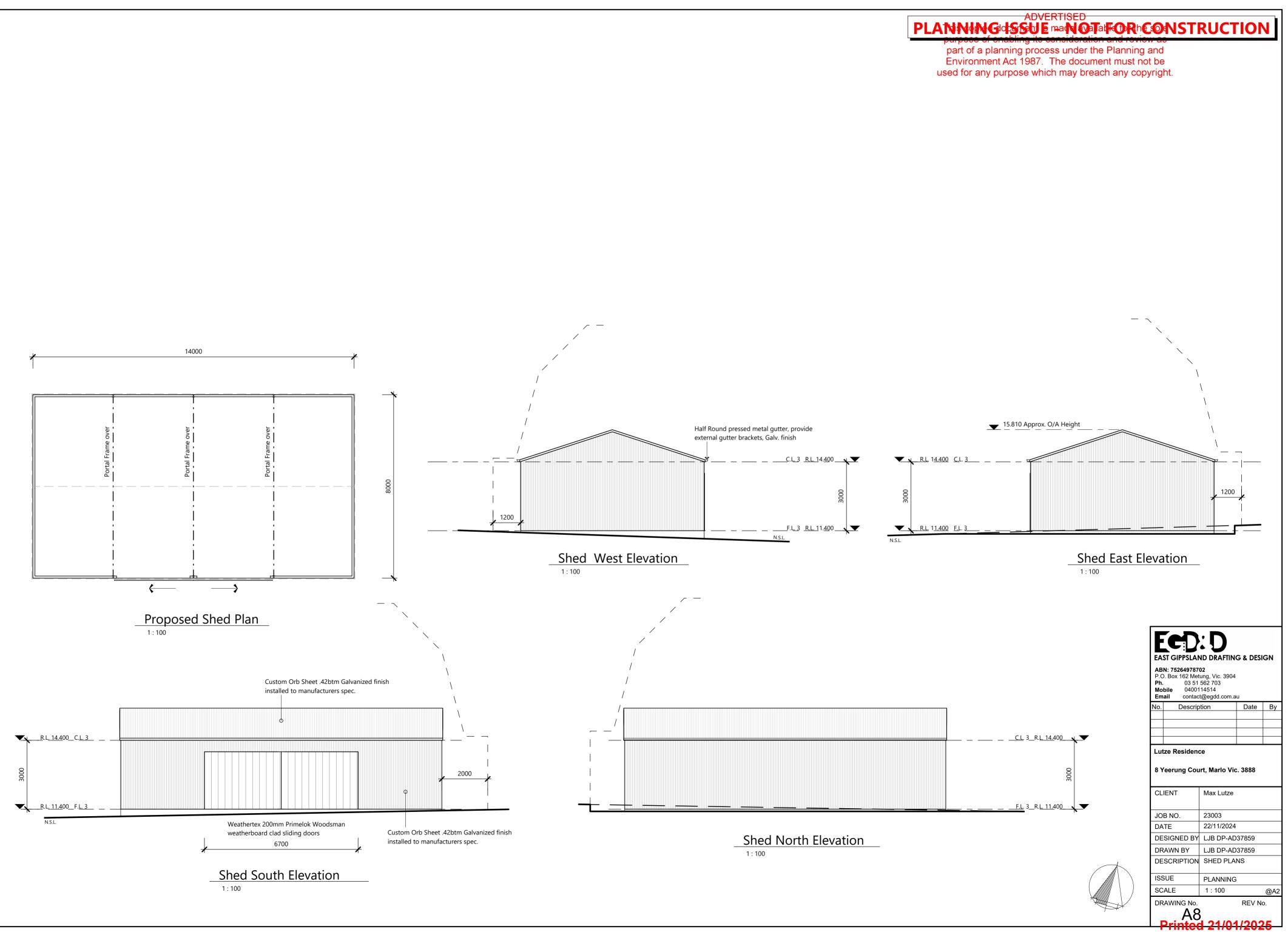
ECED: D EAST GIPPSLAND DRAFTING & DESIGN ABN: 75264978702 P.O. Box 162 Metung, Vic. 3904 Ph. 03 51 562 703 Mobile 0400114514 Email contact@egdd.com.au			
No. Description		Date	By
Lutze Residence 8 Yeerung Court, Marlo Vic. 3888			
CLIENT	Max Lutze		
JOB NO.	23003		
DATE	22/11/2024		
DESIGNED BY	LJB DP-AD37859		
DRAWN BY	LJB DP-AD37859		
DESCRIPTION	ELEVATIONS		
ISSUE	PLANNING		
SCALE	1 : 100		@A2
DRAWING NO. REV NO. A5 Printed 21/01/2025			
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