

Kerry Stow

From: Snapforms Notifications <no-reply@snapforms.com.au>
Sent: Tuesday, 5 August 2025 1:47 PM
To: Planning Unit Administration
Subject: Application to Amend a Planning Permit received
Attachments: Title 12592_012.pdf; AW764256M & AX012960E.pdf; 1600534_ISSP_V20_11.07.2025.pdf; 1600534 - Application to amend planning permit 475.2020.P (August 2025).pdf; 1600534 - Email exchange with DoT confirming their consent to SoC for 9 lots in Stage 3.pdf; Amend_a_Planning_Permit_2025-08-05T13-46-35_26965558_0.pdf

Application to amend a Planning Permit

An "Application to amend a planning permit" has been submitted via the East Gippsland Shire Council website, the details of this submission are shown below:

Applicant name: Chris Curnow

Business trading name: Beveridge Williams

Email address:

Postal address : PO Box 47, Sale, Vic., 3850

Preferred phone number:

Secondary phone number:

Owner's name: Barry Wood

Owner's business trading name (if applicable): Woody Group Pty Ltd

Owner's postal address: Bairnsdale, VIC., 3875

Street number: 30

Street name: Clifton West Road

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

Planning Permit Amended: 475/2020/P

Original Estimate: 0

New cost development: 0

The application is to amend the existing planning permit by (select all that apply): Deleting or amending conditions, Changes to plans

Existing conditions : Land being developed for multi lot subdivision

Has there been a pre-application meeting: No

Your reference number: 1600534

Full copy of Title: [Title 12592_012.pdf](#)

Covenants agreements: [AW764256M & AX012960E.pdf](#)

Plans: [1600534 ISSP V20 11.07.2025.pdf](#)

Planning report: [1600534 - Application to amend planning permit 475.2020.P \(August 2025\).pdf](#)

ExtraFile: 1

1. Supporting information/reports: [1600534 - Email exchange with DoT confirming their consent to SoC for 9 lots in Stage 3.pdf](#)

Declaration: Yes

Authority Check: Yes

Notice Contact Check: Yes

Notice check 2: Yes

Privacy Statement Acknowledge: Yes

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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.

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

VOLUME 12592 FOLIO 012

Security no : 124126843108K
Produced 05/08/2025 01:29 PM

LAND DESCRIPTION

Lot S3A on Plan of Subdivision 905305H.
PARENT TITLES :
Volume 12512 Folio 506 to Volume 12512 Folio 507
Created by instrument PS905305H Stage 2 16/01/2025

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
WOODY GROUP PTY LTD
PS905305H Stage 2 16/01/2025

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: 2A HYLTON VISTA WY YUNG VIC 3875

ADMINISTRATIVE NOTICES

NIL

DOCUMENT END

Delivered from the LANDATA System by Dye & Durham Terrain Pty Ltd



Department of Environment, Land, Water & Planning

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Produced 05/08/2025 01:40:51 PM

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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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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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.

Imaged Document Cover Sheet

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Document Type	Instrument
Document Identification	AW764256M
Number of Pages (excluding this cover sheet)	13
Document Assembled	

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Template approved for use by AusNet
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 **WOODY GROUP PTY LTD**
 Short form name Owner
 Notice details 30 Clifton West Road, Wy Yung

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 favour 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, 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

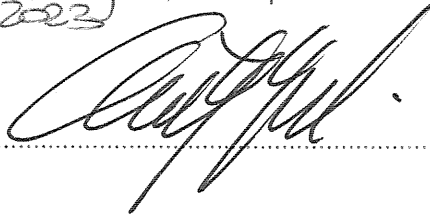
The Responsible Authority and AusNet Services shall consent to this Agreement ending and to the removal of the recording of the Agreement on the title to the Land provided for in clause 4.2(b) of this Agreement upon connection of electricity supply to the Land to the satisfaction of AusNet Services and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

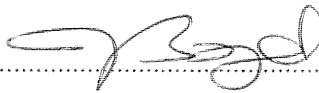
EXECUTED as an agreement under Division 2 of Part 9 of the Act and as a Deed between the parties

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

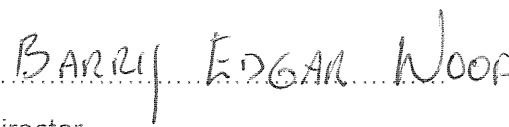
..... Witness

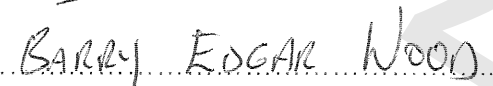
Date: 22/02/2023

For the Owner – if a company:

Executed as a deed by
WOODY GROUP PTY LTD
ABN 89 006 445 745]
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

For AusNet Services:

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

by:

Signature of Director

Name of Director

Date

Signature of Director / Company Secretary

Name of Director / Company Secretary

Date

[Handwritten signature]
ME

EVAN HOLLAND

06 FEBRUARY 2023

AW7642519

For AusNet Services:

SIGNED, SEALED and DELIVERED by)

AUSNET ELECTRICITY SERVICES PTY LTD)

by:



Signature of Director



Signature of Director / Company Secretary

Mark Ellul

Name of Director

EVAN HOLLAND

Name of Director / Company Secretary

9/2/2023

Date

09 FEBRUARY 2023

Date

Consent of the Mortgagee

NATIONAL AUSTRALIA BANK LTD being registered as the proprietor of Mortgage No. AN364052N (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

AW764256



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: Woody Group Pty Ltd

National Australia Bank Limited A.B.N. 12 004 044 937 as Mortgagee pursuant to Registered Mortgage number AN364052N hereby consents to the within Agreement.

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:

Emilie Daniel
.....
Attorney

Signature of Witness



Department of Environment, Land, Water & Planning

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Produced 05/08/2025 01:41:51 PM

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
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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



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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

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Statement End.

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Document Identification	AX012960E
Number of Pages (excluding this cover sheet)	14
Document Assembled	

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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	Council
Notice details	273 Main Street, Bairnsdale, Victoria
Name	Woody Group Pty Ltd
Short form name	Owner
Notice details	345 Great Alpine Road, Lucknow, Victoria

Background

- A. Council is the responsible authority pursuant to the Act for the Planning Scheme.
- B. The Subject Land is subject to the Planning Scheme.
- C. The Owner is the registered proprietor of the Subject Land.
- D. 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 2 day of June, in the presence of:

[Signature]
.....
[Signature]
.....

Chief Executive

Witness



Executed by Woody Group Pty Ltd ACN 006 445
745 in accordance with s127(1) of the Corporations Act 2001:

[Signature]
.....
Sole Director

Print Name: BARRY EDGAR NOON

12/5/2023

Mortgagee's Consent

National Australia Bank Ltd as Mortgagee under Instrument of mortgage No. AN364052N 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

**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 Titles Volume 08384 Folio 152 and Volume 09565 Folio 215
Registered Proprietor/s: Woody Group Pty Ltd

National Australia Bank Limited A.B.N. 12 004 044 937 as Mortgagee pursuant to Registered Mortgage number AN364052N hereby consents to the within Agreement.

Dated this

26th day of May

2023

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:

)
)
)
)
)
) *Emilie Daniel*
)
) Attorney
)
)

[Signature]
.....
Signature of Witness

Chris Curnow

From: Stuart F Fenech (DTP)
Sent: Tuesday, 1 July 2025 9:06 AM
To: Chris Curnow
Cc: Greg E Stephens (DTP)
Subject: RE: [SEC=OFFICIAL] RE: Stage 3 of the Wy Yung Acres Estate at 30 Clifton West Road, Wy Yung

Hi Chris,

As a follow up, I have discussed this request with Greg Stephens and we are comfortable with the proposal to split stage 3, into 2 parts, A and B.

I have also advised Barry that Stage 3A, would be the final release that DTP will allow until the roadworks are completed at the intersection.

We await the amendment for the permit be referred.

Regards

Stuart Fenech

Team Leader Statutory Planning
Transport Strategy (Regional Transport Gippsland)
Department of Transport and Planning

120 Kay Street (P.O Box 158)
Traralgon VIC 3844

dtp.vic.gov.au



Department
of Transport
and Planning

I acknowledge the Traditional Aboriginal Owners of Country throughout Victoria and pay my respect to Elders past, present and emerging and to the ongoing living culture of Aboriginal people.

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From: Chris Curnow
Sent: Thursday, 12 June 2025 3:57 PM
To: Stuart F Fenech (DTP)
Cc: Greg E Stephens (DTP)
Subject: [EXTERNAL] RE: [SEC=OFFICIAL] RE: Stage 3 of the Wy Yung Acres Estate at 30 Clifton West Road, Wy Yung

Thanks Stuart.

I've passed your message on.

CHRIS CURNOW

Principal Town Planner

A 45 Macalister Street, Sale, VIC 3850

W beveridgewilliams.com.au



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Beveridge Williams acknowledges the Traditional Custodians of the land it works on and pays respect to their Elders, past and present

From: Stuart F Fenech (DTP)
Sent: Thursday, 12 June 2025 2:30 PM
To: Chris Curnow
Cc: Greg E Stephens (DTP)
Subject: [SEC=OFFICIAL] RE: Stage 3 of the Wy Yung Acres Estate at 30 Clifton West Road, Wy Yung

Hi Chris,

I will review this next week and have some further discussions with Greg and management. Whilst I appreciate the circumstance, we will need to consider this very critically as we approached both Barry and Crossco to ensure that this task would have progressed a lot quicker on a number of occasions after the agreement had been put in place..

Regards

Stuart Fenech
 Team Leader Statutory Planning
 Transport Strategy (Regional Transport Gippsland)
 Department of Transport and Planning

120 Kay Street (P.O Box 158)
 Traralgon VIC 3844

dtp.vic.gov.au



Department
of Transport
and Planning

I acknowledge the Traditional Aboriginal Owners of Country throughout Victoria and pay my respect to Elders past, present and emerging and to the ongoing living culture of Aboriginal people.

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From: Chris Curnow
Sent: Tuesday, 10 June 2025 2:04 PM
To: Stuart F Fenech (DTP)
Subject: [EXTERNAL] Stage 3 of the Wy Yung Acres Estate at 30 Clifton West Road, Wy Yung

Hi Stuart.

I hope this email finds you well.

Please see attached correspondence that we have prepared on behalf of Barry Wood from Woody Group Pty. Ltd. in relation to Stage 3 of the Wy Yung Acres Estate at 30 Clifton West Road, Wy Yung.

You can call either myself or Barry if you have any questions or comments prior to responding to this correspondence.



CHRIS CURNOW

Principal Town Planner

A 45 Macalister Street, Sale, VIC 3850

W beveridgewilliams.com.au

P



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LEGEND

Site boundary (approximate)

Internal Title boundary (approximate)

8

Site (approx)	149.148ha
Low Density Lots	118.590ha*
Roads	14.599ha*
Lot for farm access	0.148ha*
Electrical kiosk	0.020ha*
Reserve for Municipal Purposes	0.470ha
Waterway / Public Open Space / Wetland / Retarding Basin	14.900ha
Walkway / overland flow path	0.421ha
Net Developable Area (items shown with *)	133.357ha
Lot Yield	208 lots @ 1.6 lots per ha 5701m ² average lot size

Proposed Order of Staging

Stage	Number of lots
Stage 1	88
Stage 2	19
Stage 3A	9
Stage 3B	10
Stage 4	15
Stage 5	24
Stage 6	16
Stage 7	22
Stage 8	31
Stage 9	14
Stage 10	12
Total	208

Notes

- All dimensions and areas are subject to survey and final computations
- Title boundaries shown are approximate only and are subject to title re-establishment
- Wetland / Drainage areas are approximate only and subject to detailed engineering design
- Access/egress to the site is subject to Council approval
- This plan has yet to take into consideration native flora, native fauna or Aboriginal cultural heritage, which may require further investigation
- Lengths along arcs are arc distances



Indicative Subdivision and Staging Plan

30 Clifton West Road, Wy Yung

Woody Group Pty Ltd



Beveridge Williams
development & environment consultants

Sale ph : 03 5144 3877
www.beveridgewilliams.com.au

Version	Date	Description
20	11.07.2025	Updated stage 3 boundary
19	27.08.2024	Plan updated

Drafted By: OX
Checked By: WEB
Drawing Ref: 1600534
Version No: 20
Date: 11.07.2025
Initial Issue: 11.07.2025
Scale (A1): N/A
(A3): 1:6000



Printed 30/06/2026
Page 40 of 56

PLANNING PERMIT

Permit No: 5.2020.475.2
 Planning Scheme: East Gippsland
 Responsible Authority: East Gippsland Shire

ADDRESS OF THE LAND:

30 Clifton West Road WY YUNG VIC 3875
 Lot: 2 LP: 146101, Lot: 2 TP: 663976, Lot: 1 TP: 843654, Lot: 2 TP: 843654, Lot: 1 TP: 663976, Lot: 3 TP: 843654, Lot: 4 TP: 843654, Lot: 5 TP: 843654

THE PERMIT ALLOWS:

Planning Scheme Clause no.	Description of what the permit allows, in accordance with the endorsed plans
32.03-3 (LDRZ)	Subdivide land.
44.01-2 (EMO)	Carry out works (roadworks).
44.01-5 (EMO)	Subdivide land.
52.17-1	Remove, destroy or lop native vegetation, including dead native vegetation.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Amended Plans

- Prior to certification of the plan of subdivision for the first stage, amended plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be generally in accordance with the plans submitted with the application titled *Indicative Subdivision and Staging Plan* prepared by Beveridge Williams, Reference No. 1600534, Version 17 dated 26 February 2021 and the *Indicative Building and Effluent Envelope Plan* prepared by Beveridge Williams, Reference No. 1600534, Version 13 dated 26 February 2021, but modified to show:
 - a revised staging plan for the subdivision in accordance with the recommendations contained in the Joint Expert Report prepared by Messrs Craigie and Noyce, VCAT Reference No. P11591/2021 dated 28/02/2022;
 - the South Basin to be completed in Stage 1, the East Basin to be completed in Stage 2 and the North & Northeast Basins to be completed in Stage 5; and
 - the south waterway within Stage 1, the Northern and part Northeast waterway within Stage 5 and balance of the Northeast waterway within Stages 6 & 7.

Layout Not Altered

- The subdivision; vegetation removal and works as shown on the endorsed plans must not be altered without the prior written consent of the Responsible Authority.

Formal Plan of Subdivision

- The formal plans of subdivision lodged for certification must be generally in accordance with the endorsed plans and must not be altered except to comply with any statutory requirements to the satisfaction of the Responsible Authority.

Staging

- The subdivision must proceed in the order of stages as shown on the endorsed plans unless otherwise agreed to in writing by the Responsible Authority.

Date Issued: 3 March 2022



Easements

5. All existing and proposed easements and sites for existing and required utility services and roads must be set aside in favour of the relevant authority for which the easement or site is to be created on the plan of subdivision submitted for certification under the *Subdivision Act 1988* to the satisfaction of the Responsible Authority.

Public Open Space Contribution

6. Before the issue of a Statement of Compliance, the applicant or owner must pay to the Council an amount equal to 4.7 percent of the site value of all the land in the subdivision, pursuant to Section 18 of the *Subdivision Act 1988*. This amount may be adjusted in accordance with Section 18 of the *Subdivision Act 1988*.

Public Open Space Landscape Plan

7. Prior to the certification of the plan of subdivision for the first stage, a Public Open Space Landscape Plan (POSLP) to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale. The plans must show:
 - a. A schedule of all proposed vegetation (trees, shrubs and ground covers) which includes botanical names, common names, mature size and total quantities of each plant.
 - b. Pot sizes and specific location of the plants to be planted.
 - c. A concrete footpath at least 2m wide through the pedestrian connections.
 - d. Public Park infrastructure such as BBQ's, shelters, drinking fountains, seats, children's playgrounds and picnic tables.
 - e. Fencing at the interface of proposed lots and the municipal reserve, waterway reserves and the pedestrian connections (such fencing must be of at least 50% and no taller than 1.5 metres).
 - f. Natural features that influence the landscape design.
 - g. Proposed irrigation methods.
 - h. The proposed design features such as paths, paving, lawn, finished surfaces and outdoor lighting (including in the reserves).
8. Before the issue of the statement of compliance for each stage, the landscaping and associated works identified in the POSLP for the respective stage, must be completed to the satisfaction of the Responsible Authority.

Streetscape Landscape Plan

9. Prior to the certification of the plan of subdivision for the first stage, a Streetscape Landscape Plan (SLP) to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be drawn to scale. The plans must show:
 - a. A schedule of all proposed vegetation (trees, shrubs and ground covers) which includes botanical names, common names, mature size and total quantities of each plant.
 - b. Pot sizes and specific location of the plants to be planted.
 - c. A minimum of 180 canopy trees with a minimum height on reaching maturity of 8 metres.
 - d. The proposed design features such as footpaths, paving, lawn, finished surfaces and outdoor lighting.
10. Before the issue of the statement of compliance for each stage, the landscaping and associated works identified in the SLP for the respective stage, must be completed to the satisfaction of the Responsible Authority.

Date Issued: 3 March 2022



Landscaping Maintenance

11. Once completed, the landscaping shown on the approved landscape plans (POS LP & SLP) must be maintained to the satisfaction of the Responsible Authority for 24 months from the practical completion of the landscaping undertaken in each stage. During this period, any dead, diseased or damaged plants or landscaped areas are to be repaired or replaced during the period of maintenance and must not be deferred until the completion of the maintenance period to the satisfaction of the Responsible Authority.

Waterway Management Plan

12. Prior to the certification of the plan of subdivision for the first stage, a Waterway Management Plan (WMP) for the waterways within the subdivision must be submitted to and be approved by the Responsible Authority in consultation with the East Gippsland Catchment Management Authority. The WMP must include but not be limited to addressing the following:
- (a) A landscape plan for re-vegetation of the waterway, drainage corridor and all water quality works, including a species list and proposed density of the plantings;
 - (b) The vegetation to be planted must be representative of the Ecological Vegetation Class (EVC) for the area;
 - (c) Selected species and planting densities that are will not increase the level of bushfire risk;
 - (d) An ongoing maintenance plan detailing the sequencing and periods of short, medium and long-term actions, including inspections, and the parties responsible for each action;
 - (e) Be prepared in accordance with the *East Gippsland Urban Waterway Guidelines* 2013; and
 - (f) Fencing and the on-going maintenance obligations for the owners of the following lots: Lot 121, Lot 122, Lot 123, Lot 125, Lot 126, Lot 129, Lot 129, Lot 135, Lot 136, Lot 217, Lot 222 and Lot 309;
 - (g) A two (2) year maintenance period shall be applied to all plantings within the waterways;

The WMP must be consistent with the requirements of Condition No. 78.

13. Before the issue of the statement of compliance for each stage, the works and plantings identified in the WMP and their respective stage, must be completed to the satisfaction of the Responsible Authority.

Waterway Management Plan – Section 173 Agreement

14. Before the issue of a statement of compliance for the first stage of the subdivision, the owner must enter into an agreement with the Responsible Authority under section 173 of the *Planning and Environment Act 1987* to provide for the following obligations in relation to Lot 121, Lot 122, Lot 123, Lot 125, Lot 126, Lot 129, Lot 129, Lot 135, Lot 136, Lot 217, Lot 222 and Lot 309:
- a. To undertake any fencing in accordance with the requirements of the WMP approved and endorsed pursuant to Condition 12; and

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- b. To undertake on-going maintenance of the land situated within the designated waterway buffer areas in accordance with the requirements of the WMP approved and endorsed pursuant to Condition No. 12.

The owner must pay the costs of the preparing, lodging and registering the agreement and any subsequent amendment, removal or other dealing associated with the agreement. The agreement must be registered on the certificate of title for the land.

Stormwater Management Strategy & Drainage Plans

15. Before any works associated with the subdivision start, a Storm Water Management Plan (SWMP) to the satisfaction of the Responsible Authority must be submitted to and be approved by the Responsible Authority. When approved, the SWMP will be endorsed to form part of the permit. The design and documentation for the drainage works must be prepared in accordance with standard engineering practice to provide for the collection, control and disposal of all stormwater runoff, and show:
- a. Drainage infrastructure including swale drains and culverts, piping/drains and pits;
 - b. Any modification to the terrain, such as filling and excavation;
 - c. Easements and legal points of discharge;
 - d. Methods of on-site detention, including the provision of sediment traps, wetlands, detention basins, rock beached outlets, drop structures, and other dispersive structures;
 - e. The drainage plans must be prepared in accordance with Water Sensitive Urban Design (WSUD) principles for 1% AEP and 20% AEP storm events and generally in accordance with the Storm Water Management Strategy prepared by Beveridge Williams, Reference No. 1600534 (Version F) dated 9/02/2022 subject to the inclusion of the recommendations contained in the Joint Expert Report (VCAT Reference No. P11591/2021) prepared by Messrs Craigie and Noyce dated 28/02/2022.
 - f. Prior to the approval of the Stormwater Management Plan (SWMP), a report reviewing the SWMP by Messrs Craigie and Noyce (or if one or both are unavailable, some other suitably qualified expert(s) to the satisfaction of the Responsible Authority) must be provided to the satisfaction of the Responsible Authority.
 - g. achieve best practice environmental management targets of 80% TSS, 45% TN and 45% TP to be met at all outfall locations as modelled in MUSIC;
 - h. all drainage assets being shown to be designed in accordance with Melbourne Water Design Guidelines and fully conform with ANCOLD Guidelines whilst addressing slope stability, erosion and geotechnical issues.
16. All drainage works and requirements must be undertaken and completed to the satisfaction of the Responsible Authority.

Stormwater On-Site Detention - Section 173 Agreement

17. Before the issue of a statement of compliance for the first stage, the owner must enter into an agreement with the Responsible Authority under section 173 of the *Planning and Environment Act 1987* to provide for the following:
- a. Any dwelling on each lot must install a rainwater tank having a minimum storage capacity of 10,000 litres with the overflow outlet situated at the top of the tank; and

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- b. The rainwater tank must collect rainwater runoff from the roof of the dwelling; and
- c. The rainwater tank must be used as the primary water source for flushing of toilets, laundry services and include an external tap for garden irrigation.

The owner must pay the costs of the preparing, lodging and registering the agreement and any subsequent amendment, removal or other dealing associated with the agreement. The agreement must be registered on the certificate of title for the land.

Wastewater Management – Section 173 Agreement

18. Before the issue of a statement of compliance for the first stage, the owner must enter into an agreement with the Responsible Authority under section 173 of the *Planning and Environment Act 1987* to provide for the following:
 - a. The wastewater for each dwelling on a lot must be treated and retained within the lot in accordance with the requirements in the Environment Protection Regulations under the *Environment Protection Act 2017* for an on-site wastewater management system.
 - b. That an approved secondary wastewater treatment system is installed to service each dwelling on a lot;
 - c. Prior to the issue of a building permit for a dwelling on any lot, the owner must engage a suitably qualified professional to prepare a site-specific land capability assessment to ensure that domestic wastewater can be adequately treated and disposed of within the lot pursuant to the requirements set out in the Code of Practice – On-site Wastewater Management, EPA Publication 891.4, July 2016 and AS/NZS 1547:2012 On-site Domestic Wastewater Management
 - d. Enter into a service contract with a service provider to have the wastewater system inspected and maintained in accordance with the relevant certificate of approval for the system, EPA Code of Practice and/or Australian Standard as applicable;
 - e. Following each service, provide a copy of the system maintenance report to the Councils Environmental Health Department;
 - f. Carryout any maintenance works considered necessary by either the service provider or the Environmental Health Department to ensure that the system is operating to a satisfactory standard; and
 - g. At all times maintain the approved drainage lines on the lot to enable the diversion of all surface waters clear of the effluent disposal field.

The owner must pay the costs of the preparing, lodging and registering the agreement and any subsequent amendment, removal or other dealing associated with the agreement. The agreement must be registered on the certificate of title for the land.

Construction Plans

19. Before any road works associated with the subdivision start, detailed construction plans to the satisfaction of the Responsible Authority must be submitted to and be approved by the Responsible Authority. When approved, the plans will then form part of the permit. The plans must be drawn to scale with dimensions and three copies must be provided. The plans must show:

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- a. Fully sealed pavement for all new roads, with a minimum width of 6.2 metres, with formed shoulders no less than 1.5 metres wide and swale drains on each side.
 - b. A concrete footpath on one side of all new roads at least 2 metres wide, throughout the entirety of subject site.
 - c. An intersection design for the Clifton West Road point of access including measures to avoid directing traffic down Lanteris Road.
 - d. An intersection design for Clifton West Road/Bullumwaal Road in accordance with VicRoads permit conditions.
 - e. Fully sealed pavement with a suitably gypsum stabilised subgrade, with a turning area with a minimum trafficable radius of ten metres at the end of each court bowl.
 - f. The internal access road and road reserve's longitudinal gradients must not exceed 10% without the approval of the Responsible Authority.
 - g. Verge areas with a width sufficient for the construction of drainage infrastructure and for pedestrian access.
 - h. Street lighting using LED technology.
 - i. Statutory signage and traffic control devices and line marking.
20. The documentation approved for any road works must include provision for the maintenance and repair of any damage to any existing road and drainage infrastructure for a twelve (12) month defects liability period to the satisfaction of the Responsible Authority.
 21. Before the issue of a statement of compliance for each stage, all works and requirements in each stage must be undertaken and completed to the satisfaction of the Responsible Authority.
 22. Before the issue of a statement of compliance for any stage, any part of the Council's existing infrastructure damaged as a result of work undertaken in association with the subdivision must be repaired and/or reinstated to the satisfaction of the Responsible Authority.

Erosion and Sediment Management

23. All roads, storage areas, stockpiles and vacant or grazed areas must be covered and maintained to avoid dust emissions and nuisance to the surrounding area to the satisfaction of the Responsible Authority.
24. All earthworks associated with the subdivision must be stabilised in accordance with standard engineering design and best practices to mitigate against erosion and failure to the satisfaction of the Responsible Authority.
25. All earthworks or retaining structures must not encroach across neighbouring property boundaries to the satisfaction of the Responsible Authority.
26. All earthworks works in this development are to be undertaken in accordance with, but not limited to; the recommendations of the Strata Geoscience and Environmental "*Erosion, Slope Stability and General Geotechnical Risk Assessment and Management Strategies*" Report 02449V8, dated 21/01/22 and also their "Soil and Water Management Plan" Report 03881.
27. During construction and maintenance activities, adequate steps must be taken to stop soil erosion and the movement of sediment off site and into drainage lines, watercourses and onto adjoining land to the satisfaction of the Responsible Authority. Methods include but are not limited to:
 - a. Control of on-site drainage by intercepting and redirecting run-off in a controlled manner to stabilised vegetated areas on site.

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- b. Installation of sediment control structures such as sediment basins, sediment fences and sediment traps when construction commences and maintaining them until the site is stabilised.
 - c. Re-vegetating all disturbed areas as quickly as possible or within 14 days after construction works are completed.
28. Cut batters must be no steeper than 1 in 1.5 and fill batters no steeper than 1 in 2 unless retained by structural means. When completed, all batters must have a layer of topsoil, 50mm minimum thickness, spread over them and sown with a suitable grass and clover mixture, or mulched and planted with ground cover plants to the satisfaction of the Responsible Authority.
 29. All drains shall be stabilised where slopes exceed 1.5% to prevent erosion of the drain and avoid excessive transportation of sediment.
 30. Prior to a statement of compliance being issued for the first stage in each catchment, all earthworks (including topsoil) to create the end-of-line sediment basins and wetland embankments/storage compartments, and outlet works including spillways must be completed to the satisfaction of the Responsible Authority.
 31. Prior to the issue of any statements of compliance for abutting stages in each of the catchments, all low flow waterway alignments between road crossings and end-of-line sediment basins/wetlands and all basins must be stabilised and re- vegetated to the satisfaction of the Responsible Authority.
 32. Prior to the issue of statement(s) of compliance for each stage or part thereof in each applicable catchment, all table drains, and outfalls are to be stabilised and re-vegetated at the same as roads are constructed (whether temporary gravel or final seal) to the satisfaction of the Responsible Authority.
 33. Prior to the issue of a statement of compliance for Stage 2, the sediment basin and wetland plantings must be completed for the South Basin in Stage 2, the East Basin within Stage 9 and the North and Northeast Basins within Stage 6 to the satisfaction of the Responsible Authority.
 34. A two (2) year maintenance period shall apply to all waterways, sediment basins and wetland plantings commencing from the date of the plantings being completed within each stage to be undertaken by a suitably qualified contractor to maintain the waterways, drainage assets and for the control of weeds on a monthly basis Authority to the satisfaction of the Responsible.
 35. (a). Bioretention basins are to be completed and planted out no longer than one (1) year into the two (2) year maintenance period and are to be handed over to Council in a fully functional state free from weed infestation to the satisfaction of the Responsible Authority.
 36. (b). Prior to hand over of the bioretention basins, hydraulic conductivity tests that match the MUSIC model assumptions must be undertaken and the results provided to the satisfaction of the Responsible Authority.

Construction Management Plan

37. Before any works associated with the subdivision start, a construction management plan to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. When approved, the plan will be endorsed and will then form part of the permit. The plan must include:
 - a. Location of any temporary construction works office and machinery storage area;
 - b. The construction works access way;

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- c. Details of construction days and hours;
- d. Vehicle and machinery exclusion zones;
- e. Location and management requirements of stockpiled soil;
- f. Measures and techniques to protect drainage lines and watercourses from sediment runoff from disturbed or under construction areas;
- g. Measures and methods to be employed to protect sites of conservation importance, native vegetation and areas of archaeological significance;
- h. Measures and techniques to manage dust control;
- i. A note that Dewatering of sedimentation/retention basins during construction is *prohibited* without the prior approval of the Responsible Authority;
- j. The location of a machinery and vehicle wash down area and requirements for the ongoing use of the of the machinery and vehicle wash down area by contractors;
- k. Location and management of litter storage areas, construction waste areas and chemical storage areas; and
- l. Methods of ensuring all contractors are informed of the requirements of the construction management plan and persons responsible for ensuring the construction management plan is adhered to.

All construction works and requirements of the construction management plan must be undertaken and completed in accordance with the endorsed construction management plan to the satisfaction of the Responsible Authority.

Vegetation Removal

- 38. No roadside vegetation is to be removed, lopped or cleared without written Council approval or until a separate planning permit has been issued by the Responsible Authority.
- 39. No vegetation is to be removed, lopped or cleared without the written approval of Council or until a separate planning permit has been issued by the Responsible Authority.

Cultural Heritage Management Plan

- 40. All works and activities must be undertaken in accordance with the approved Cultural Heritage Management Plan.

Telecommunications

- 41. The owner of the land must enter into an agreement with:
 - a. a telecommunications network or service provider for the provision of telecommunication services to each lot shown on the endorsed plan in accordance with the provider's requirements and relevant legislation at the time; and
 - b. a suitably qualified person for the provision of fibre ready telecommunication facilities to each lot shown on the endorsed plan in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Network will not be provided by optical fibre.
- 42. Before the issue of a Statement of Compliance for any stage of the subdivision under the *Subdivision Act 1988*, the owner of the land must provide written confirmation from:
 - a. a telecommunications network or service provider that all lots are connected to or are ready for connection to telecommunications services in accordance with the provider's requirements and relevant legislation at the time; and

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- b. a suitably qualified person that fibre ready telecommunication facilities have been provided in accordance with any industry specifications or any standards set by the Australian Communications and Media Authority, unless the applicant can demonstrate that the land is in an area where the National Broadband Network will not be provided by optical fibre.

Country Fire Authority

Subdivision Plan - Not Altered

43. The subdivision as shown on the endorsed plans must not be altered without the consent of CFA.

Hydrants

44. Prior to the issue of a Statement of Compliance under the *Subdivision Act 1988* the following requirements must be met to the satisfaction of the CFA:
 - a. Above or below ground operable hydrants must be provided. The maximum distance between these hydrants and the rear of all building envelopes (or in the absence of building envelopes, the rear of the lots) must be 90 metres and the hydrants must be no more than 120 metres apart. These distances must be measured around lot boundaries.
 - b. The hydrants must be identified with marker posts and road reflectors as applicable to the satisfaction of the Country Fire Authority.

Roads

45. Roads must be constructed to a standard so that they are accessible in all weather conditions and capable of accommodating a vehicle of 15 tonnes for the trafficable road width.
 - a. The average grade must be no more than 1 in 7 (14.4%) (8.1 degrees) with a maximum of no more than 1 in 5 (20%) (11.3 degrees) for no more than 50 meters. Dips must have no more than a 1 in 8 (12%) (7.1 degree) entry and exit angle;
 - b. Curves must have a minimum inner radius of 10 metres;
 - c. Have a minimum trafficable width of 3.5 metres and be clear of encroachments for at least 0.5 metres on each side and 4 metres above the access way; and
 - d. Roads more than 60m in length from the nearest intersection must have a turning circle with a minimum radius of 8m (including roll-over kerbs if they are provided) T or Y heads of dimensions specified by the CFA may be used as alternatives.

Department of Environment, Land, Water & Planning (DEWLP)

46. Before works start, the permit holder must advise all persons undertaking the vegetation removal or works on site of all relevant permit conditions and associated statutory requirements or approvals.
47. The Department of Environment Land Water and Planning native vegetation report (ID: 319-20201106-002, dated 6/11/2020) included with the application will be endorsed and form part of this permit.
48. Before works start, plans to the satisfaction of the responsible authority must be submitted to and approved by the responsible authority. When approved, the responsible authority will endorse the plans, which will then form part of this permit. The plans must include:

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- a. a detailed description of the measures to be implemented to protect the native vegetation to be retained during construction works, and the person/s responsible for implementation and compliance. These measures must include the erection of a native vegetation protection fence around all native vegetation to be retained on site, to the satisfaction of the responsible authority, including the tree protection zones of all native trees to be retained. All tree protection zones must comply with AS 4970-2009 Protection of Trees on Development Sites; and
 - b. an amended site plan, drawn to scale with dimensions and georeferences (such as VicGrid94 co-ordinates), that clearly shows:
 - i. the location and identification of the land affected by this permit, including standard parcel identifiers for freehold land;
 - ii. the location and area of all native vegetation present, including scattered trees, that are permitted to be removed under this permit; and
 - iii. all areas of native vegetation to be retained, including roadside native vegetation with tree protection zones extending onto the subject land.
49. Except with the written consent of the responsible authority, within the area of native vegetation to be retained and any tree or vegetation protection zone associated with the permitted use and/or development, the following is prohibited:
- a. Vehicular or pedestrian access
 - b. Trenching or soil excavation
 - c. Storage or dumping of any soils, materials, equipment, vehicles, machinery or waste products
 - d. Entry and exit pits for the provision of underground services
 - e. Any other actions or activities that may result in adverse impacts to retained native vegetation

Native Vegetation Permitted to be Removed, Destroyed or Lopped

50. The native vegetation permitted to be removed, destroyed or lopped under this permit is 0.031 hectares of native vegetation, which is comprised of:
- a. 1 scattered small tree.

Native Vegetation Offsets

51. To offset the removal of 0.0031 hectares of native vegetation, the permit holder must secure the following native vegetation offset in accordance with *Guidelines for the removal, destruction or lopping of native vegetation* (DELWP 2017):
- a. A general offset of 0.006 general habitat units:
 - i. Located within the East Gippsland Catchment Management boundary or East Gippsland municipal area
 - ii. With a minimum strategic biodiversity value of at least 0.320
52. Before the issue of a Statement of Compliance, evidence that the required offset for stage 7 of the subdivision has been secured must be provided to the satisfaction of the responsible authority. This evidence must be one or both of the following:

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- a. An established first party offset site including a security agreement signed by both parties, and a management plan detailing the 10-year management actions and ongoing management of the site; and/or
- b. Credit extracts (s) allocated to the permit from the Native Vegetation Credit Register.

Offset Evidence

53. A copy of the offset evidence will be endorsed by the responsible authority and form part of this permit. Within 30 days of endorsement of the offset evidence, a copy of the endorsed offset evidence must be provided to Planning & Approvals at the Department of Environment, Land, Water and Planning Traralgon regional office via gippsland.planning@delwp.vic.gov.au.

First Party Offset Reporting

54. Where the offset includes a first party offset, the permit holder must provide an annual offset site report to the responsible authority by the anniversary date of the execution of the offset security agreement, for a period of 10 consecutive years. After the tenth year, the landowner must provide a report at the reasonable request of a statutory authority.

Jemena Asset Management Pty Ltd

55. The subdivision and associated works is subject to the following conditions:

- a. Jemena requires a construction safety management study (SMS) to determine threats and controls. This will be required once civil contractors have been awarded the works;
- b. Jemena accepts the two road crossings, but will be subject to a review of detail designs by Jemena, these road crossings may require concrete protection slabbing and further integrity testing of the pipeline at the proponents expense;
- c. The location of effluent systems adjacent to the pipeline easement will be subject to a review of detail designs by Jemena, as excavation adjacent to the pipeline may have a detrimental effect, and discharge of the effluent systems over the easement is not allowed;
- d. The creation of wetlands and retarding basin on or near the easement may requires clarification;
- e. Access along easement (gates at fence lines) through the created allotments may require LCA consideration, additionally the style of fencing crossing the easement will need to be considered by Jemena, ideally wire stock fencing or similar Allotments, 212, 213, 214, 303, 304 and 305 will be subject to subject to Jemena approval of any services crossings, or driveway crossings of Jemena's easement. Additionally, Jemena will not approve any encroachment of Building envelopes over the easement, this includes and not limited to eave and pergola overhangs;
- f. Allotments, 212, 213, 214, 303, 304, 305 and 1003, cannot install any structures, this includes and not limited to, sheds, garages, chicken coops, swimming pools and spas over the gas pipeline easement;
- g. Jemena also reserves the right to limit the vegetation planting within the easement, the planting of large trees, bushes and orchards will not be allowed;
- h. During the construction of the subdivision the easement boundaries are to be clearly marked by flagging and or temporary fencing to ensure the safety of the gas pipeline from heavy machinery; and
- i. All subdivision works around the gas pipeline easement should refer to Jemena's GUIDELINE TO DESIGNING, CONSTRUCTING AND OPERATING AROUND EXISTING AS2885 NATURAL GAS PIPELINES GAS-960-GL-PL-001 (attached)

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Department of Transport

56. At the intersection of Clifton West Road and Bullumwaal Road, a right turn lane short CHR(s) and an Auxiliary left turn lane generally in accordance with the Austroads guidelines must be constructed.
57. At the intersection, a splitter island must be provided.
58. The intersection is to be provided with V3 roadway lighting to the satisfaction of the Department.
59. Prior to the statement of compliance of stage 1, a detailed functional layout in accordance with Eastern Regions Developer funded checklist must be submitted and approved by the Head, Transport for Victoria.
60. Prior to the certification of stage 2, detail design plans in accordance with Eastern Regions Developer funded checklist must be submitted and approved by the Head, Transport for Victoria.
61. Prior to the issue of a statement of compliance for stage 2, the intersection works at Clifton West Road and Bullumwaal Road must be completed at no cost and to the satisfaction of the Department.
62. Prior to works beginning in the road reserve, detail plans in accordance with Eastern Regions Developer funded checklist must be submitted and approved by the by the Head, Transport for Victoria.
63. Prior to intersection roadwork design plans being prepared, a pre-design meeting with the Department of Transport must be attended.
64. The subdivision must proceed in the order of stages as shown on the endorsed plan unless otherwise agreed in writing by the Responsible Authority and the Head, Transport for Victoria.
65. Prior to commencement of the development hereby approved a truck wheel-wash must be installed at the property boundary to enable all mud and other tyre borne debris from vehicles to be removed prior to exiting the land.
66. The truck wheel-wash must be maintained in good order during the construction phase of the development and may be removed at the end of the construction phase of the development with the prior approval of VicRoads.

AusNet Electricity Services

67. 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.
68. The applicant must enter in an agreement with Ausnet Electricity Services Pty Ltd for supply of electricity to each lot on the endorsed plan.
69. The applicant must enter into an agreement with Ausnet Electricity Services Pty Ltd for the rearrangement of the existing electricity supply system.
70. 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.

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71. The applicant must provide easements satisfactory to Ausnet Electricity Services Pty Ltd for the purpose of "Power Line" in the favour 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.
72. The applicant must obtain for the use of Ausnet Electricity Services Pty Ltd any other easement required to service the lots.
73. 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.
74. The applicant must set aside on the plan of subdivision Reserves for the use of Ausnet Electricity Services Pty Ltd for electric substations.
75. 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.
76. 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.
77. 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.
78. 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.

East Gippsland Catchment Management Authority

79. Prior to the commencement of any works related to the subdivision, a Waterway Management Plan must be endorsed in writing by the East Gippsland Catchment Management Authority. The Waterway Management Plan must provide for a significant improvement in the ecological health of all waterways on the subject land and must include:
 - a) Details of the existing environmental values;
 - b) Details of any initial stabilisation and vegetation works;
 - c) A landscape plan for revegetation of land within a 30-metre buffer of the waterway, drainage corridor and all water quality works, including a species list and proposed density of the plantings. The vegetation must be representative of the Ecological Vegetation Class for the site. The revegetation of land within the 30m buffer of the waterways should comply with the following requirements:
 - i. Channel/Lower Bank Zone - Mass tube stock planting (6/m²) and 800 GSM jutemat where required for stabilisation;

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- ii. Primary Buffer Zone – A minimum 10m wide planted continuous buffer zone is to be established to both sides of the waterway channel, wetland area or other conservation zone. The buffer zone is to be planted at 4/m2 to establish scattered trees, areas of shrubs and ground layer vegetation recreating the prevailing EVC. Existing trees and areas of existing natural vegetation are to be incorporated into the planted buffer zone where possible; and
 - iii. Secondary Buffer Zone Areas - outside the primary buffer zone/waterway channel/wetlands, but within 30m of the waterway, are also to be revegetated to form a secondary buffer and should focus on providing good ground cover with a density of 2 plants/m2 and with a scattered planting of overstorey trees.
- d) A maintenance plan detailing the sequencing and periods of short, medium and long-term actions and the parties responsible for each action.
80. Prior to the issue of a Statement of Compliance for the subdivision, the owner(s) shall enter into an Agreement with the responsible authority pursuant to Section 173 of the Planning and Environment Act 1987 ('the Act') and make application to the Registrar of Titles to have the Agreement registered on the title to the land under Section 181 of the Act. The owner(s) must pay all reasonable costs of the preparation, execution and registration of the Agreement. The Agreement will stipulate that:
- (a) A Waterway Management Plan to the satisfaction of the East Gippsland Catchment Management Authority applies to all lots in the plan of subdivision
 - (b) The current and future owner(s) of all lots in the plan of subdivision must always comply with all requirements of the Waterway Management Plan.

East Gippsland Water

- 81. Water reticulation infrastructure must be extended to service each Lot to East Gippsland Water's requirements, at the cost of the Applicant/Developer. Subject to East Gippsland Water's requirements being met, relevant infrastructure will then become Gifted Assets (refer Notes). Each Lot is to be separately serviced by the water reticulation system and able to be separately metered.
- 82. Arrangements for the design, construction, commissioning and acceptance of all Gifted Assets required by East Gippsland Water to extend water services to each lot require written approval by East Gippsland Water. Design drawings to be sent to developerworks@egwater.vic.gov.au after Certification Application has been made.
- 83. If the existing dwelling is retained, the current water meter (#96837) is to be relocated to within the boundaries of the relevant lot. If existing dwelling is removed, the current water meter is to be disconnected and returned to East Gippsland Water.
- 84. Provide easements on the plan of subdivision over newly created or existing infrastructure, as required by East Gippsland Water.
- 85. Payment of applicable Development Planning Charges by the Applicant/Developer to East Gippsland Water (refer Notes)
- 86. Any additional infrastructure required to adequately service the development would need to be provided by the developer at the developer's cost. The type and extent of additional

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infrastructure, if needed, is subject to detailed engineering design and approval by East Gippsland Water.

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Expiry of Permit

87. This permit will expire if one of the following circumstances applies:

- a. The plan of subdivision for Stage 1 is not certified within two (2) years of the issue date of this permit; or
- b. The plans of subdivision for all remaining stages are not certified within seven (7) years of the issue date of this permit; or
- c. A Statement of Compliance is not issued for each stage within five (5) years of the date of the plan of subdivision being certified.

In accordance with section 69 of the Planning and Environment Act 1987, an application may be submitted to the Responsible Authority for an extension of the periods referred to in this condition.

No reticulated gas connection - Subdivision

88. Any lot shown on the endorsed plan must not be connected to a reticulated gas service (within the meaning of clause 53.03 of the relevant planning scheme). This does not apply to:

- a lot that will not be used for, or include, a dwelling; or
- a lot that contains an existing dwelling or apartment; or
- a lot where a permit has been granted for a dwelling or apartment on the land in the lot.

This condition continues to have force and effect after a statement of compliance under the Subdivision Act 1988 has been issued and the subdivision authorised by this permit has been completed.

Notes

1. Before undertaking works within a Council road reserve, a non-utility – minor works consent of works within road reserve must be obtained from the *Roads and Traffic* unit of Council. Refer to the Infrastructure Design Manual (IDM) for crossover designs.
2. **East Gippsland Water notes**
 - (A) Subject to its written acceptance of the Gifted Assets, East Gippsland Water will become responsible for ownership and the ongoing maintenance and operation of the assets in perpetuity.
 - (B) Development Planning Charges apply where East Gippsland Water are involved in the developer's works (actual charge is based on the final cost of the works). Contact East Gippsland Water for further information on these fees.
3. **Department of Transport note**
Separate consent for works within the road reserve and the specifications of these works is required under the Road Management Act. For the purposes of this application the works will include provision of:
 - Right turn lane
 - Left turn lane
 - Roadway Lighting
 - Splitter island

Date Issued: 3 March 2022



THE PERMIT HAS BEEN AMENDED AS FOLLOWS:

Date of Amendment	Brief description of amendment	Name of responsible authority that approved the amendment	Section of the Act under which the permit has been amended
12 September 2025	• Inclusion of 'what the permit allows' table for best practice. • Amended subdivision and staging plan, Version 20, dated 11 July 2025. • Insertion of Condition 88 relating to no reticulated gas connection on subdivisions. • Amend Condition 6 for a 4.7% public open space contribution.	East Gippsland Shire	Section 74

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Signature for the Responsible Authority

Printed 30/06/2026
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