

NOTICE OF AN APPLICATION FOR PLANNING PERMIT

The land affected by the application is located at:	10 Conran Court MARLO VIC 3888 Lot: 2 PS: 916895
The application is for a permit to:	Development of a Dwelling and Outbuildings
A permit is required under the following clauses of the planning scheme:	
Planning Scheme Clause	Matter for which a permit is required
43.02-2 (DDO)	Construct a building or construct or carry out works
The applicant for the permit is:	Development Solutions Victoria Pty Ltd
The application reference number is:	5.2025.358.1

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

You may also call 5153 9500 to arrange a time to look at the application and any documents that support the application at the office of the responsible authority, East Gippsland Shire. This can be done during office hours and is free of charge.

Any person who may be affected by the granting of the permit may object or make other submissions to the responsible authority.

An objection must

- ◆ **be made to the Responsible Authority in writing,**
- ◆ **include the reasons for the objection, and**
- ◆ **state how the objector would be affected.**

The responsible authority must make a copy of every objection available at its office for any person to inspect during office hours free of charge until the end of the period during which an application may be made for review of a decision on the application.

The Responsible Authority will not decide on the application before:	Subject to the applicant giving notice
---	---

If you object, the Responsible Authority will tell you its decision.

April McDonald

From: Snapforms Notifications <no-reply@snapforms.com.au>
Sent: Friday, 31 October 2025 8:51 AM
To: Planning Unit Administration
Subject: Planning Permit application
Attachments: 25103 Planning Submission.pdf; 25103 Letter to Council.pdf; APPENDIX A Copy of Title.PDF; APPENDIX A Plan of Subdivision.PDF; APPENDIX A AX152955N S173 Agreement.PDF; APPENDIX B Development Plans.pdf; Planning_Permit_Application_2025-10-31T08-51-16_28657656_0.pdf

Planning Permit Application

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

Business trading name: Development Solutions Pty Ltd

Email address: admin@devsolvic.com.au

Postal address : 48 Bailey Street, Bairnsdale

Preferred phone number: 0351524858

Owner's name:

Owner's business trading name (if applicable):

Owner's postal address:

Street number: 10

Street name: Conran Court

Town: Marlo

Post code: 3888

Lot number: 2

Plan number: 916895U

Other Legal Description: Vol 12572 Fol 848

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

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

Existing conditions : Vacant

Description of proposal : Development of a Dwelling, Studio & Outbuilding

Estimated cost of development: \$650,000

Has there been a pre-application meeting: No

Your reference number: 25103

ExtraFile: 1

Invoice Payer: Development Solutions Victoria

Address for Invoice: 48 Bailey Street, Bairnsdale

Invoice Email: admin@devsolvic.com.au

Primary Phone Invoice: 0351524858

Declaration: Yes

Authority Check: Yes

Notice Contact Check: Yes

Notice check 2: Yes

Privacy Statement Acknowledge: Yes

Planning report: [25103 Planning Submission.pdf](#)

1. Supporting information/reports: [25103 Letter to Council.pdf](#)

Full copy of Title: [APPENDIX A Copy of Title.PDF](#), [APPENDIX A Plan of Subdivision.PDF](#)

Covenants agreements: [APPENDIX A AX152955N S173 Agreement.PDF](#)

Plans: [APPENDIX B Development Plans.pdf](#)

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

Page 1 of 3

VOLUME 12572 FOLIO 848

Security no : 124129456825N

Produced 29/10/2025 03:10 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 916895U.
PARENT TITLE Volume 10904 Folio 216
Created by instrument PS916895U 18/09/2024

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors

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
AX152955N 15/08/2023

DIAGRAM LOCATION

SEE PS916895U FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		DISCHARGE OF MORTGAGE	STATUS	DATE
(E)			Registered	29/08/2025
AZ540067P	(E)	TRANSFER	Registered	29/08/2025

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: 10 CONRAN COURT MARLO VIC 3888

ADMINISTRATIVE NOTICES

NIL

eCT Control 14943M WARDS BARRISTERS AND SOLICITORS PTY LTD
Effective from 29/08/2025

DOCUMENT END

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Document Type	Plan
Document Identification	PS916895U
Number of Pages (excluding this cover sheet)	2
Document Assembled	29/10/2025 15:09

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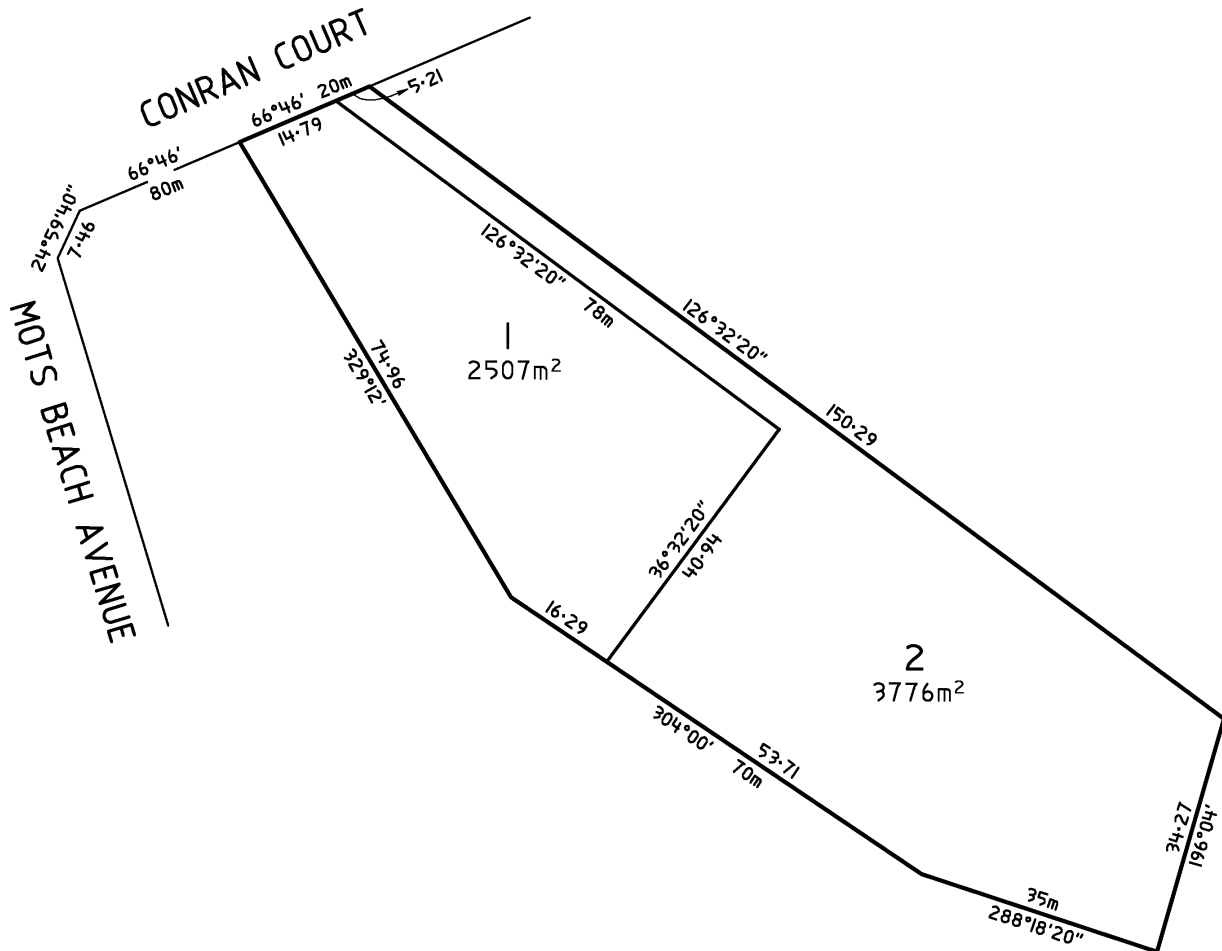
PLAN OF SUBDIVISION				
LOCATION OF LAND				
PARISH:		ORBOST EAST		
SECTION:		C		
CROWN ALLOTMENT:		48A (PART)		
TITLE REFERENCE:		Vol 10904 Fol 216		
LAST PLAN REFERENCE:		Lot 69 on PS529312G		
POSTAL ADDRESS: (at time of subdivision)		10 CONRAN COURT MARLO, 3888		
MGA2020 Co-ordinates (of approx. centre of land in plan)		E 636 530 ZONE 55 N 5816 220		
VESTING OF ROADS AND/OR RESERVES				
IDENTIFIER		COUNCIL/BODY/PERSON		
Nil.		Nil.		
NOTATIONS				
DEPTH LIMITATION: 15 metres below the surface				
SURVEY: This plan is/is not based on survey.				
STAGING: This is/is not a staged subdivision. Planning Permit No. 276/2022/P				
This survey has been connected to permanent marks No(s). 5, 25, 68 & 70				
In Proclaimed Survey Area No. /-				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
Nil.				
OnePlan LAND DEVELOPMENT GROUP SURVEYING CONSULTANTS P:1300 853 157 M:0400 543 157 sks@oneplangroup.com.au www.oneplangroup.com.au GIPPSLAND - MELBOURNE				SURVEYORS FILE REF: 211559PS-2 Digitally signed by: Scott Charles Kimm, Licensed Surveyor, Surveyor's Plan Version (2), 12/07/2023, SPEAR Ref: S211010J
ORIGINAL SHEET SIZE: A3		SHEET 1 OF 2 SHEETS		
Land Use Victoria Plan Registered 09:51 AM 18/09/2024 Assistant Registrar of Titles		Printed 18/11/2025		

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PS 916895U

MEGA2020 ZONE 55



OnePlan
LAND DEVELOPMENT GROUP
SURVEYING CONSULTANTS

P:1300 853 157
M:0400 543 157
sks@oneplangroup.com.au
www.oneplangroup.com.au
GIPPSLAND - MELBOURNE

SCALE
1:750

7.5 0 7.5 15 22.5 30
LENGTHS ARE IN METRES

Digitally signed by: Scott Charles Kimm, Licensed Surveyor,
Surveyor's Plan Version (2),
12/07/2023, SPEAR Ref: S211010J

ORIGINAL SHEET
SIZE: A3

SHEET 2

Digitally signed by:
East Gippsland Shire Council,
12/07/2023,
SPEAR Ref: S211010J



Department of Environment, Land, Water & Planning

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

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Status	Registered	Dealing Number	AX152955N
Date and Time Lodged	15/08/2023 01:04:34 PM		

Lodger Details

Lodger Code	20726L
Name	HIBBERT & HODGES LAWYERS
Address	
Lodger Box	
Phone	
Email	
Reference	2318703 Young s173

APPLICATION TO RECORD AN INSTRUMENT

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

Privacy Collection Statement

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

Estate and/or Interest

FEE SIMPLE

Land Title Reference

10904/216

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

Additional Details



Department of Environment, Land, Water & Planning

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Electronic Instrument Statement

Refer Image Instrument

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

Execution

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

Executed on behalf of	EAST GIPPSLAND SHIRE COUNCIL
Signer Name	GLENN ROBERT HODGES
Signer Organisation	GLENN HODGES
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	15 AUGUST 2023

File Notes:

NIL

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

Statement End.

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EAST GIPPSLAND SHIRE COUNCIL

AND

ELISE MICHELLE YOUNG

AND

BRADDLEY JAMES YOUNG

**PLANNING AND ENVIRONMENT ACT 1987
SECTION 173 AGREEMENT**

Hibbert & Hodges Lawyers

2 Gray Street, Lakes Entrance VIC 3909
PO Box 217, Lakes Entrance VIC 3909
DX 90904 Lakes Entrance
Phone: (03) 5155 2377
Email: info@hhlawyers.com.au
Ref: GH:gs: 22/18703

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This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright.

THIS AGREEMENT dated 31st day of July 2023

BETWEEN East Gippsland Shire Council of 273 Main Street Bairnsdale, Vic 3875.

(Responsible authority)

AND Elise Michelle Young and Braddley James Young and both of 18 Conran Street, Marlo Vic 3888.

(Owners)

RECITALS

- A. The Owners are registered by the Registrar of Titles as the proprietors of an estate in fee simple in the land at 10 Conran Court, Marlo being lot 69 on plan of subdivision 529312G and more particularly described in certificate of title volume 10904 folio 216 (subject land).
- B. The responsible authority is responsible for the administration and enforcement of the East Gippsland planning scheme (planning scheme) pursuant to the provisions of the Planning and Environment Act 1987 (the Act).
- C. The responsible authority has granted permission to the Owners to build over an easement situated on the subject land, subject to the terms of this agreement.
- D. The responsible authority and the owners have agreed that, without restricting or limiting their respective powers to enter into this agreement, and insofar as it can be so treated, this agreement is an agreement entered into pursuant to section 173 of the Act.
- E. As at the date of this agreement, the subject land is encumbered by mortgage number AT715485Y in favour of the Mortgagee.
- F. The responsible authority and the owners have entered into this agreement in order to achieve or advance the objectives of planning in Victoria or the objectives of the planning scheme.

OPERATIVE PART

1. Interpretation

This agreement is governed by the laws of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of that State.

In the interpretation of this agreement:

- (a) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;

- (b) Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, words denoting one gender include all genders and references to documents or agreements also mean those documents or agreements as changed, novated or replaced;
- (c) Grammatical forms of defined words or phrases have corresponding meanings;
- (d) Parties must perform their obligations on the dates and times fixed by reference to the capital city of Victoria;
- (e) Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
- (f) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;
- (g) References to a party are intended to bind their heirs, executors, administrators, successors and assigns; and
- (h) Obligations under this agreement affecting more than one party bind them jointly and each of them severally.

2. Definitions

In this agreement unless inconsistent with the context or subject matter:

- (a) Act means the Planning and Environment Act 1987;
- (b) Agreement means this agreement and any agreement executed by the parties varying or expressed to be supplemental to this agreement;
- (c) BMP means the Bushfire Management Plan prepared by Euca Planning Version 1 dated 13 May 2022 and attached to this Agreement;
- (d) Subject land means the land at 10 Conran Court, Marlo being the land contained in certificate of title volume 10904 folio 216 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;
- (e) Owner means the owner for the time being of the land and the person or persons entitled from time to time to be registered by the Registrar of Titles as the proprietor of an estate in fee simple in the land or any part thereof, and includes a mortgagee in possession;
- (f) Planning permit means Planning Permit Number 276/2022/P granted by the Responsible Authority as amended from time-to-time, allowing the two lot subdivision and presumed loss of native vegetation in accordance with the endorsed plans
- (g) Planning scheme means the East Gippsland planning scheme and any successor instrument or other planning scheme which applies to the subject land;

- (h) Responsible authority means East Gippsland Shire Council or its successor as the authority responsible for administering and enforcing the planning scheme and includes its agents, officers, employees, servants, workers and contractors; and
- (i) Tribunal means the Victorian Civil and Administrative Tribunal or any successor tribunal, court, institution or body.
- (j) Mortgagee means the 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, and includes a mortgagee in possession. The property at 10 Conran Court, Marlo is encumbered by mortgage number AT715485Y in favour of the Commonwealth Bank of Australia.

3. Section 173 Agreement

The Parties acknowledge and agree that:

- (a) The purposes of this Agreement are to:
 - (i) give effect to the terms of the Planning Permit; and
 - (ii) achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.
- (b) The parties to this Agreement intend that the burden of the Owners Covenants run with the land.
- (c) The parties acknowledge and agree that this Agreement has been entered into for the following reasons:
 - (i) Council would not have issued this permit without the condition requiring this Agreement, and
 - (ii) the Owner has elected to enter into this Agreement in order to take the benefit of the permits.
 - (iii) For the purpose of an exemption from a planning permit under Clause 44.06-2 of the Planning Scheme.
 - (iv) To incorporate the plan prepared in accordance with Clause 53.02-4.4 of the Planning Scheme and approved under this permit.
- (b) This Agreement has been entered into for the following reasons:
 - (i) the Responsible Authority would not have approved the Planning Permit to facilitate the subdivision of the Subject Land without the Owner entering into this Agreement; and
 - (ii) the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

4. Further obligations of the owner

The owner further covenants that:

- (a) This Agreement has been prepared for the purpose of an exemption from a Planning Permit under clause 44.06-2 of the East Gippsland Shire Planning Scheme.
- (b) If a dwelling is constructed on the Subject Land without a Planning Permit then the bushfire mitigation measures set out in the Bushfire Management Plan must be implemented and maintained to the satisfaction of the Responsible Authority on a continuing basis.
- (c) The Bushfire Management Plan (BMP) must not be altered unless agreed to in writing by the Country Fire Authority and the Responsible Authority.

5. Owner's warranties and acknowledgements

- (a) The owner warrants that:
 - (i) It is the registered proprietor, or entitled to be so, of the subject land;
 - (ii) There are no mortgages, liens, charges or other encumbrances affecting the subject land which are not disclosed by the usual searches; and
 - (iii) If the subject land is affected by a mortgage, the mortgagee of the subject land consents to the owner entering into this agreement and the agreement being registered on the title to the subject land.
- (b) 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 subject 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 subject land.

6. 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.

7. Default

If the owner defaults or fails to perform any of its obligations under this agreement the responsible authority may, without prejudice to any other remedies, rectify and remedy such default and the cost of doing so shall be borne by the owner. The owner hereby consents to the responsible authority registering a caveat on the certificate of title to the subject land in respect of any such costs, and acknowledges that any such costs shall be capable of being recovered by the responsible authority in any court of competent jurisdiction as a civil debt recoverable.

8. No waiver

Any time or other indulgence granted by the responsible authority to the owner or any variation of the terms and conditions of this agreement or any judgment or order obtained by the responsible authority against the owner will not in any way amount to a waiver of any of the rights or remedies of the responsible authority in relation to the terms of this agreement.

9. No fettering of powers of responsible authority

The owner expressly acknowledges and agrees that nothing in this agreement nor the performance by the owner of any of its obligations under this agreement does or will restrain, limit or otherwise fetter the exercise by the responsible authority of the powers, duties and discretions that the responsible authority 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.

10. Entire agreement

This 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.

11. 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.

12. 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 12(a) or (b) of this agreement unless the tribunal or arbitrator otherwise directs, and each party must bear its own costs.

13. Commencement of agreement

Unless otherwise provided in this agreement, this agreement shall commence on the date of this agreement.

14. Mortgagee to be bound

The owner covenants to obtain the consent of any Mortgagee to be bound by the covenants in this Agreement if the Mortgagee become mortgagee in possession of the subject land.

AX152955N

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Execution page

SIGNED AS AN AGREEMENT

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

.....

Witness

Clint Voss

Print name of Witness

SIGNED BY Elise Michelle Young in the presence of:

Elise Young

Signature

Clint Voss

Print name of witness

SIGNED BY Braddley James Young in the presence of:

Braddley Young

Signature

Clint Voss

Print name of witness

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

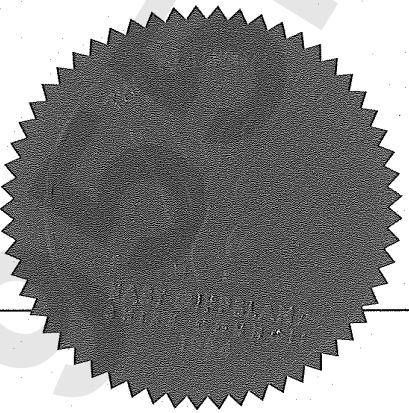
[Signature]

Witness *[Signature]*

Jennifer Boyd

Print name of Witness

31 July 2023



MORTGAGEE CONSENT

Commonwealth Bank of Australia under instruments of mortgage number AT715485Y dated 18 December 2020, which encumbers the subject land consents to the owners entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement.

Signed for and on behalf of the Commonwealth Bank of Australia by

pursuant to power of attorney dated _____
in the presence of:

Witness

SIGNED, SEALED AND DELIVERED in Sydney for and on behalf of the COMMONWEALTH BANK of AUSTRALIA by its Attorney *[Signature]*

Aaron Narayan

under Power dated 11 December 2000 a certified copy of which is filed in Permanent Order Book No. 277 at Page 016 who certifies that he/she is

SENIOR CONVEYANCING OFFICER
Sydney of COMMONWEALTH BANK OF AUSTRALIA
in the presence of: *[Signature]*

Devonna Gonsalves



OCT
20
25

APPLICATION FOR PLANNING PERMIT

**DEVELOPMENT OF A
DWELLING, STUDIO AND OUTBUILDING**

10 CONRAN COURT, MARLO

REF: 25103

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APPENDIX

- A Copy of Title and Plan of Subdivision
- B Proposed Development Plans

DOCUMENT REVISION

1	Draft Report	DAC	30/10/2025
2	Final Report	CMC	30/10/2025

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1. INTRODUCTION

Development Solutions Victoria Pty Ltd act on behalf of the applicant for this planning permit application for the development of a dwelling, studio and outbuilding at 10 Conran Court, Marlo.

This submission and supporting documentation provide details of the subject site, relevant planning controls and policies and delivers an assessment against the provisions of the East Gippsland Planning Scheme.

A planning permit is required under the provisions of the Design and Development Overlay for the dwelling, studio and outbuilding.

The proposed development is intended for residential purposes and will provide for well-designed high quality dwelling within an existing low density residential area of Marlo.

The proposal is consistent with the objectives of the East Gippsland Planning Scheme, is an appropriate development in this location and will result in a positive planning outcome.

Address	10 Conran Court, Marlo
Site Description	Lot 2 on Plan of Subdivision 916895U
Title Particulars	Vol 12572 Fol 848
Site Area	3,776m ²
Proposal	Development of a Dwelling, Studio and Outbuilding
Planning Scheme	East Gippsland Planning Scheme
Zone	Low Density Residential Zone
Overlays	Bushfire Management Overlay Design and Development Overlay – Schedule 11
Aboriginal Cultural Heritage	Not identified as an area of Cultural Heritage Sensitivity
Permit Triggers	Clause 43.02-2 Design and Development Overlay - Buildings and Works
Notice	No exemptions available
Referrals	No referrals required
Work Authority Licence	Not Applicable
Planning Scheme requirements	Municipal Planning Strategy – Clause 02 Settlement – Coastal settlements – Clause 02.03-1 Environmental and landscape values – Clause 02.03-2 Environmental risks and amenity – Clause 02.03-3 Built environment and heritage – Clause 02.03-5 Planning Policy Framework – Clause 10 Settlement – Clause 11 Environmental and landscape values – Clause 12 Environmental risks and amenity – Clause 13 Built environment and heritage – Clause 15 Housing – Clause 16 Design and Development Overlay – Clause 43.02 Decision guidelines – Clause 65

2. SITE CONTEXT

Site

The subject site is located at 10 Conran Court, Marlo. A copy of the Title and Plan of Subdivision is contained in **Appendix A**. The title is affected by a Section 173 Agreement registered as AX152955N.

AX152955N

This agreement provides an exemption from a planning permit requirement under Clause 44.06-2 of the East Gippsland Planning Scheme.

The site is battle axe in shape with a total area of approximately 3,776m² and is currently vacant land.

The site is relatively flat in nature and does not contain any vegetation. Details of the site are depicted in the photographs provided below.

Formal access to the subject site is existing along the northwestern boundary via a concrete crossover directly from Conran Court. Conran Court is a bitumen sealed road with rollover kerb and channel traversing in a northeast to southwest direction.

The subject site in relation to Marlo as well as the surrounding land, is shown in the locality plans in **Figure 1** and **Figure 2**.



Figure 1 – Locality Plan – 10 Conran Court, Marlo (source: mapshare.vic.gov.au)

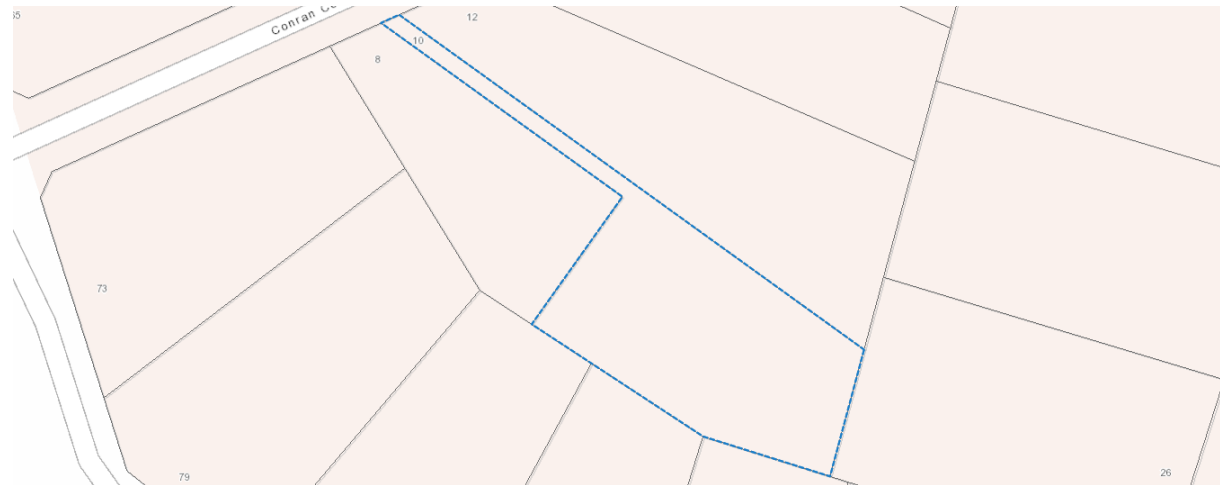


Figure 2 – Locality Plan – 10 Conran Court, Marlo (source: mapshare.vic.gov.au)

Surrounds

The land in this locality is a combination of low density residential and public land.

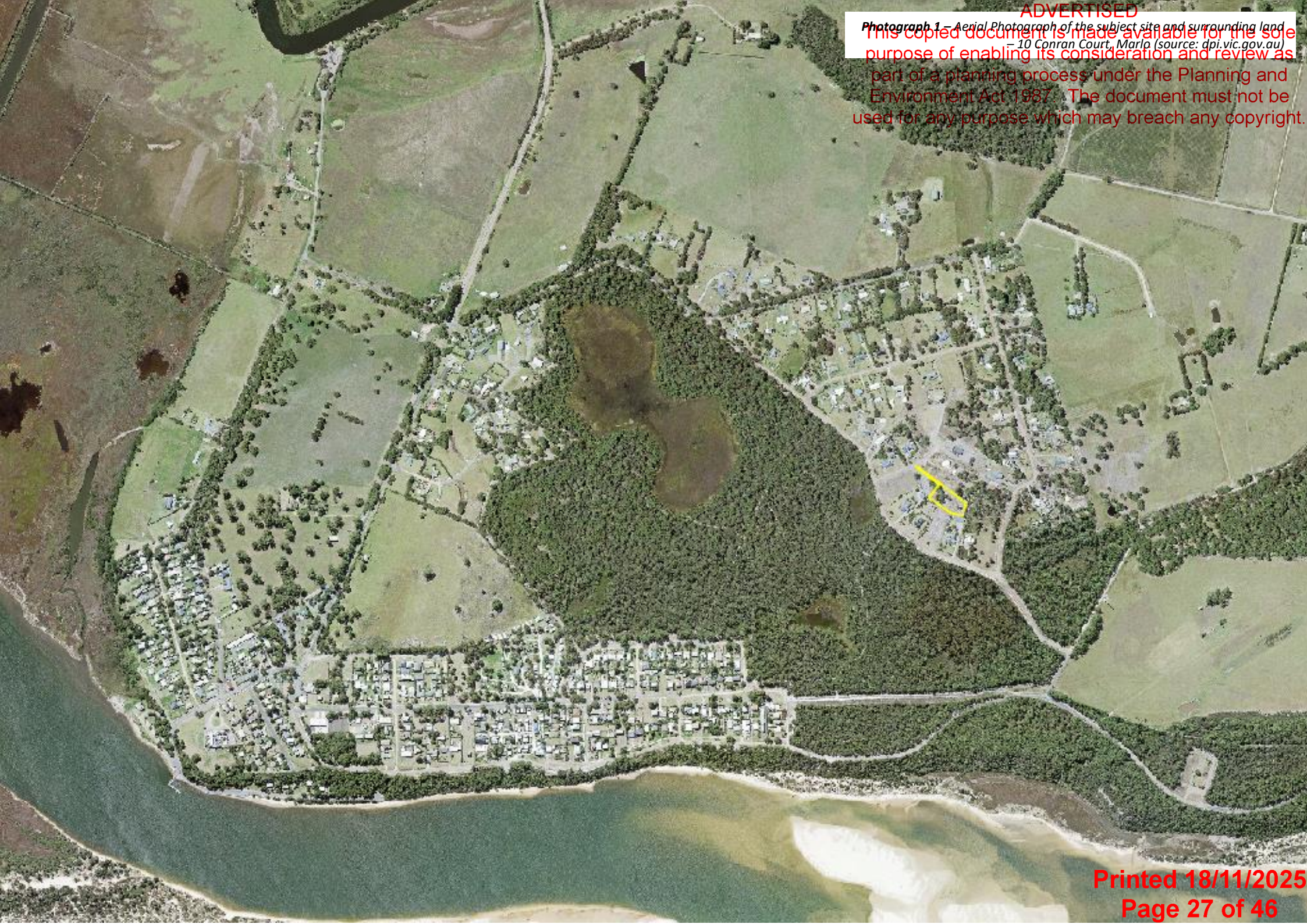
Adjoining the northern boundary of the subject site is an existing dwelling and associated facilities. Adjoining the eastern and southern boundaries is existing residential development. Adjoining the western boundary is vacant land and adjoining the northwestern boundary is Conran Court. Further east of the subject site is William Hunter Conservation and Flora Reserve.

The subject site is located approximately 16.7 kilometres southeast of the central business district of Orbost.

Marlo is a small seaside holiday village located south of Orbost in the eastern area of the East Gippsland Shire. Marlo has limited community and commercial facilities and services; however, a larger suite of services is available in Orbost and further afield to Lakes Entrance and Bairnsdale.

The subject site in relation to Marlo is shown in the aerial photograph below.





ADVERTISED
Photograph 1 – Aerial Photograph of the subject site and surrounding land
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purpose of enabling its consideration and review as
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Environment Act 1987. The document must not be
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Photograph 2 – Subject site at 10 Conran Court, Marlo showing existing access.



Photograph 4 – Subject site facing north.



Photograph 6 – Subject site facing south.



Photograph 3 – Subject site facing east along the northern boundary being the access.



Photograph 5 – Subject site facing northeast along the southern boundary.



Photograph 7 – Subject site facing west along the eastern boundary.



Photograph 8 – Neighbouring property adjoining the northern boundary at 12 Conran Court, Marlo.



Photograph 10 – Conran Court facing northeast.



Photograph 9 – Neighbouring property adjoining the southern boundary at 10 Conran Court, Marlo.



Photograph 11 – Conran Court facing southwest.

3. THE PROPOSAL

This application seeks approval for development of a dwelling, studio and outbuilding under the provisions of the Design and Development Overlay. The proposed development plans are contained in **Appendix B**.

Dwelling

The proposed dwelling will be located in the southern portion of the site with a setback of 18.1 metres to the northern boundary, 9 metres to the southern boundary, 23.2 metres to the western boundary, 17.6 metres to the proposed outbuilding and approximately 3.5 metres from the proposed studio.

The proposed dwelling will have a total building footprint of 200.34m² and will be single storey. The overall height of the proposed dwelling will be 4.4 metres.



Figure 3 – Dwelling North Elevation – TDH Design

Studio

The proposed studio will be located along the southern boundary approximately 3.5 metres south of the proposed dwelling, 1.5 metres

from the southern boundary and 20 metres from the western boundary.

The proposed studio will have a total building footprint of approximately 24m² and will have an overall height all 3.7 metres.

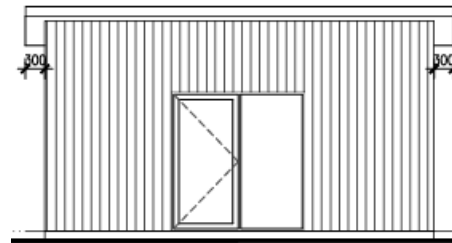


Figure 4 – Studio North Elevation – TDH Design

Outbuilding

The proposed outbuilding will be located in the southeastern corner of the subject site with a setback of 2 metres from the eastern boundary, 1.5 metres from the southern boundary and 17.6 metres from the proposed dwelling.

The proposed outbuilding will include 3 closed bays and a carport. The building will have a total building footprint of 144m² being 18 metres long and 8 metres wide. The overall height of the proposed outbuilding will 4.4 metres.

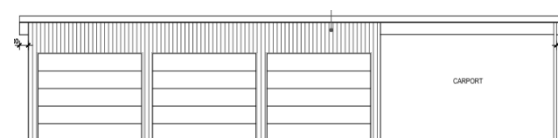


Figure 5 – Outbuilding North Elevation – TDH Design

The finished materials and colours of the dwelling, studio and outbuilding will include vertical metal sheeting for the walls in the Colorbond colour Surfemist and the roof areas will be finished with Colorbond metal roof sheeting in Colorbond Surfemist. A visual description of the proposed colour is provided below.

Surfemist *

The proposed dwelling will be used for residential purposes. The studio and outbuilding are ancillary to the dwelling.

Vehicle access to the site is existing via a concrete crossover along the northwestern boundary directly from Conran Court.

The proposal will be connected to all available services and infrastructure including electricity, telecommunications, reticulated water, sewerage and the existing road network. An alternative water supply will be provided via a rainwater tank.

Drainage from the proposed dwelling, studio and outbuilding will be directed to the proposed water tanks in the first instance with overflow directed to the legal point of discharge to the satisfaction of the responsible authority.

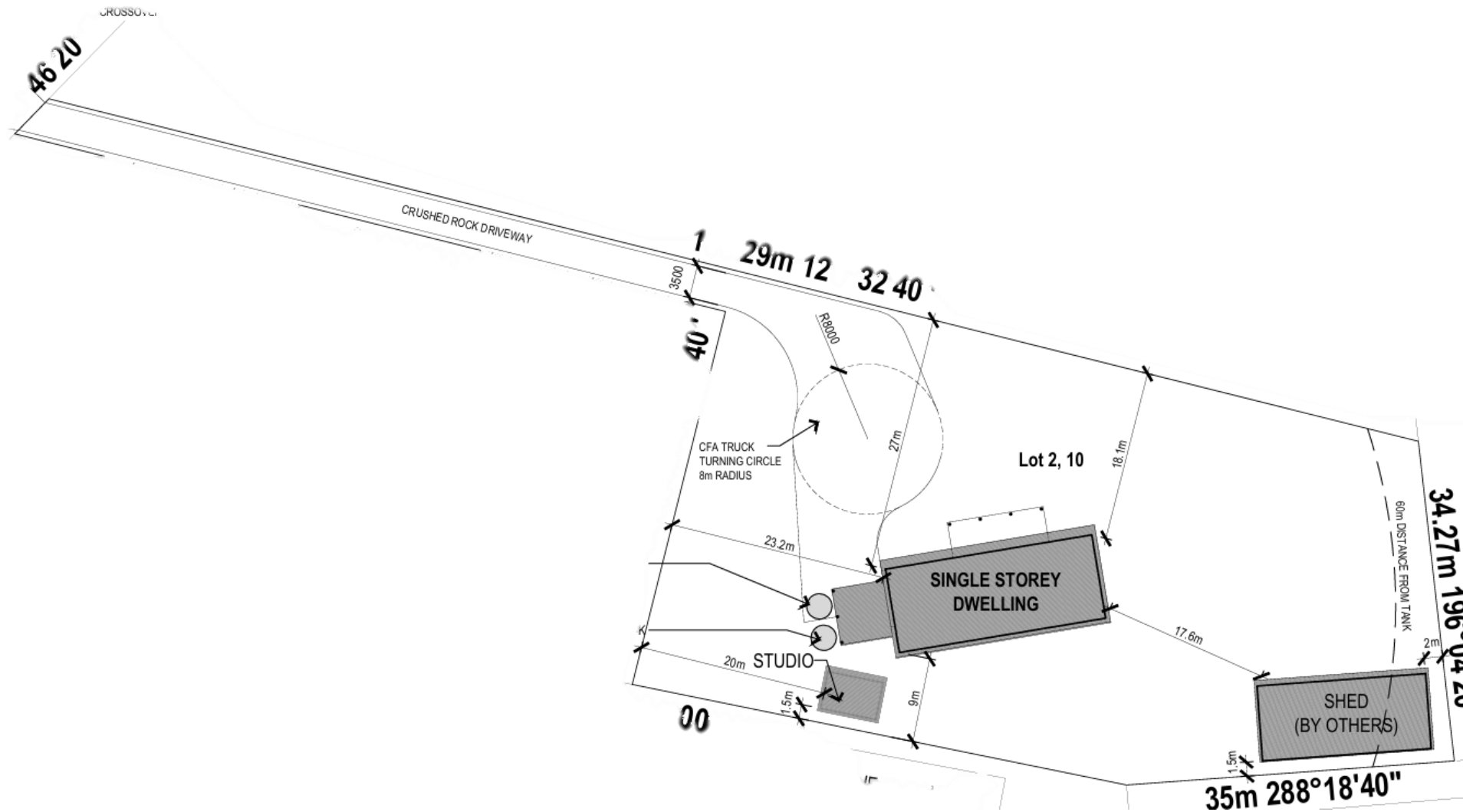


Figure 6 – Site Plan – TDH Design

4. ZONES AND OVERLAYS

Low Density Residential Zone

The purpose of the Low Density Residential Zone is:

- To implement the Municipal Planning Strategy and the Planning Policy Framework.
- To provide for low-density residential development on lots which, in the absence of reticulated sewerage, can treat and retain all wastewater.

An extract of the Low Density Residential Zone Map is provided in **Figure 7**.

Clause 32.03 provides a permit is not required for the use and development of a dwelling as the dwelling will be the only dwelling on the lot and can meet the requirements of Clause 32.03-2.

The proposed studio and outbuilding are ancillary to the proposed dwelling and as such no permit is required under the provisions of the Low Density Residential Zone or schedule. This is not addressed further.

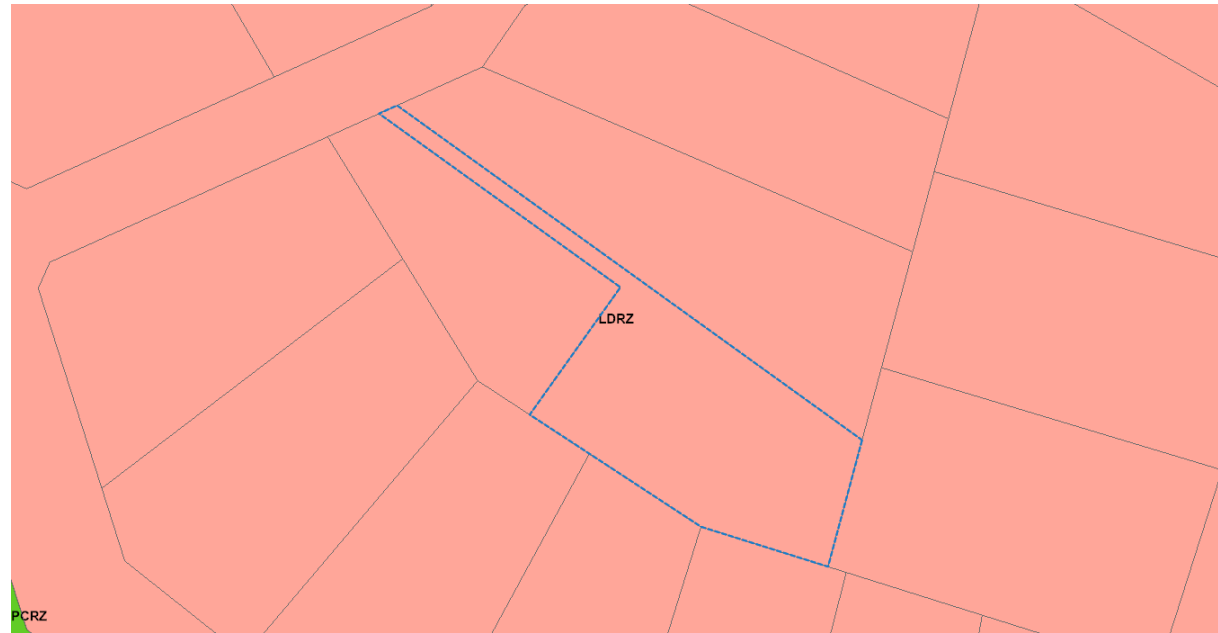


Figure 7 – Zoning Map – (source - mapshare.vic.gov.au)

Bushfire Management Overlay

The purpose of the Bushfire Management Overlay is:

- *To implement the Municipal Planning Strategy and the Planning Policy Framework.*
- *To ensure that the development of land prioritises the protection of human life and strengthens community resilience to bushfire.*
- *To identify areas where the bushfire hazard warrants bushfire protection measures to be implemented.*
- *To ensure development is only permitted where the risk to life and property from bushfire can be reduced to an acceptable level.*

An extract of the Bushfire Management Overlay Map is provided in **Figure 8**.

Clause 44.06-2 provides a permit is required for the development of a dwelling, studio and outbuilding. This does not apply to a building or works consistent with an agreement under Section 173 of the Act prepared in accordance with a condition of permit issued under the requirements of Clause 44.06-5.

The proposal is consistent with the requirements set out in Section 173 Agreement registered on title as AX152955N and as such a permit is not required for the proposed development under the provisions of the Bushfire Management Overlay. This is not addressed further.

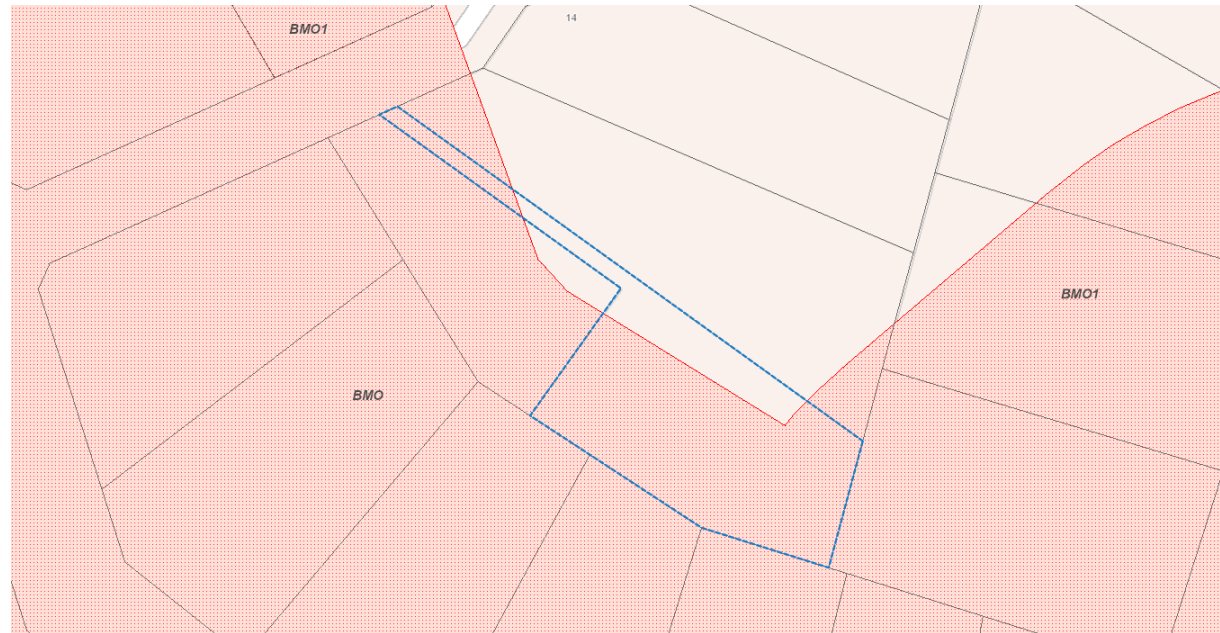


Figure 8 – Bushfire Management Overlay – (source - mapshare.vic.gov.au)

Design and Development Overlay – Schedule 11

The purpose of the Design and Development Overlay is:

- To implement the Municipal Planning Strategy and the Planning Policy Framework.
- To identify areas which are affected by specific requirements relating to the design and built form of new development.

An extract of the Design and Development Overlay Map is provided in **Figure 9**.

Clause 43.02-2 provides a permit is required to construct a building or construct or carry out works, this does not apply if a schedule to this overlay specifically states that a permit is not required.

The schedule provides a permit is required for the proposed development as the total building footprint proposed on the site will exceed 300m². As such the relevant decision guidelines are addressed in Section 5 of this submission.

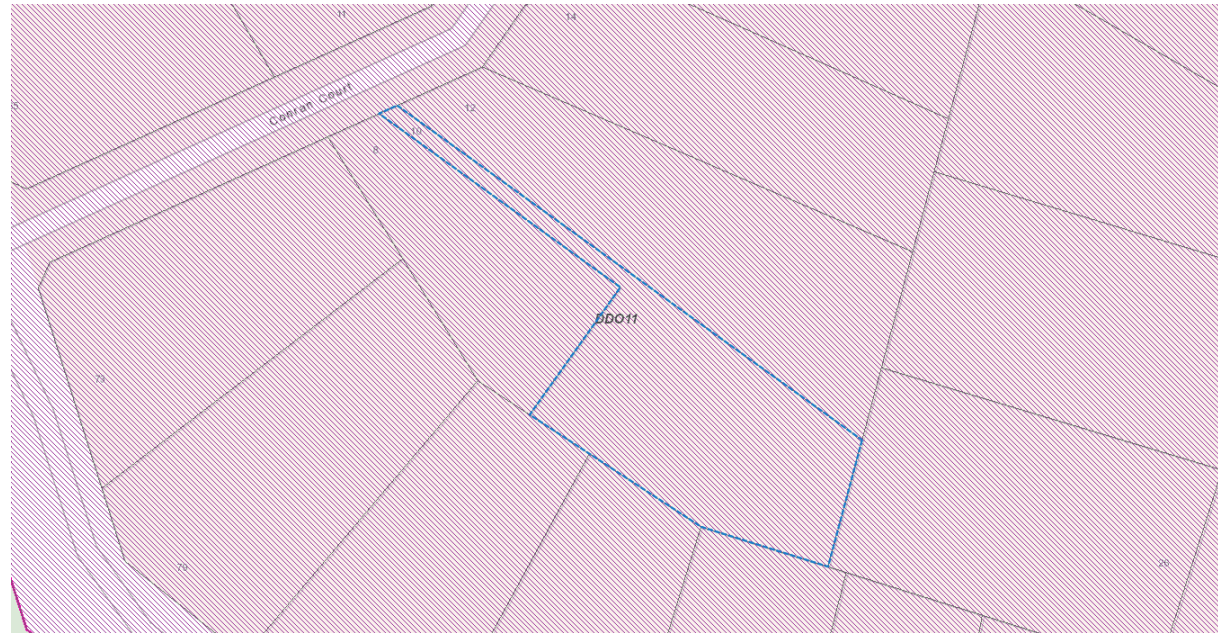


Figure 9 – Design and Development Overlay – (source - mapshare.vic.gov.au)

Design and Development Overlay – Schedule 11 continued:

Schedule 11 to the Design and Development Overlay relates to Residential Development in Coastal Settlements and contains the following design objectives:

- To protect and manage the township character of coastal settlements.
- To ensure that the height and visual bulk of new development is compatible with the coastal neighbourhood setting.
- To ensure that new development is designed to minimise visual impacts on the natural landscape.
- To ensure that new development is visually and physically integrated with the site and surrounding landscape.
- To ensure that new development is sited and designed to be visually unobtrusive through and above the surrounding tree canopy when viewed from nearby streets, lakes, coastal areas, or other distant viewpoints.
- To protect the vegetated character of the landscape, particularly where it is a

dominant visual and environmental feature.

- *To ensure that the scale and character of existing development in areas fronting Marine Parade in Marlo and on the lake frontage at Newlands Arm is preserved and that any new development should be consistent with the prevailing development form and height to retain the existing character and view corridors.*
- *To ensure that the subdivision of land within the Newlands Arm Estate is consistent with the Newlands Arm Estate Restructure Plan, Version 7 (March 2017).*

Aboriginal Cultural Heritage

Under the provisions of the *Aboriginal Heritage Act 2006* the subject site is not recognised as being within an area of Aboriginal Cultural Heritage Sensitivity and as such a Cultural Heritage Management Plan is not required.

5. PLANNING ASSESSMENT

This proposal has been assessed against the objectives and standards of applicable clauses of the East Gippsland Planning Scheme and it is considered that the proposed development is appropriate for the following reasons:

- The proposal meets the objectives of the Municipal Planning Strategy at **Clause 02** and the Planning Policy Framework at **Clause 10** providing for a dwelling, studio and outbuilding that can be respectful of the existing and surrounding development and the environment.
- The proposal will contribute to a high standard of environmental sustainability, urban design and amenity by designing the proposal to meet the constraints of the land reducing any potential negative environmental implications as sought to achieve by the relevant clauses including **Clause 02.03** and **Clause 11**.
- **Clause 02.03-1** identifies Marlo as a coastal settlement. Marlo is identified as a seaside holiday town looking out towards the river and ocean. The subject site is connected to all available services and infrastructure including reticulated water, sewerage, electricity, telecommunications and a good quality road network. There is a Section 173 Agreement registered on the title as

AX152955N that provides an exemption from a planning permit under the Bushfire Management Overlay provided all requirements are met in the endorsed bushfire management plan. All requirements have been incorporated into the proposal to ensure compliance with the agreement.

- The proposal is consistent with the decision guidelines of the Design and Development Overlay at **Clause 43.02-6** which seeks to identify areas which are affected by specific requirements relating to the design and built form of new development.
- The total building footprint of the proposed dwelling, studio and outbuilding will exceed 300m² triggering a planning permit under the provisions of the Design and Development Overlay.
- The proposal will be an appropriate development that will be used for residential purposes. The proposed dwelling, studio and outbuilding will be located in the southern portion of the site and will have appropriate setbacks from all boundaries.
- The proposed development is unlikely to be visible from the water particularly given the topography of the area and existing surrounding vegetation.

The proposed colour of the dwelling, studio and outbuilding has been selected to ensure the development is not visually obtrusive and will be well integrated with the surrounding development and landscape. The proposed colour being Colorbond Surfmist is low reflective and muted in toning. A visual indication of the colour is provided in Section 3 of this submission.

- The surrounding area contains dwellings and associated buildings of various styles and heights.
- **Schedule 11** refers to residential development in coastal settlements. The proposed development is considered to be consistent with the character of the area.
- The roof form of the proposed development will be below the prevailing tree canopy. No vegetation is required to be removed and no additional planting is proposed, particularly given the elevated bushfire hazards associated with the subject site. No earthworks are required for the proposed development that will exceed 1 metre in depth.
- This submission has addressed the decision guidelines of **Clause 65**, and the proposed development of a dwelling, studio and outbuilding supports orderly planning of the area whilst taking into consideration the

potential effect on the environment, human health and the amenity of the area.

- The proposal is unlikely to generate any negative impact on the existing road network.
- The site is identified as being susceptible to bushfire hazards however, the hazards can be reduced to an acceptable level.
- There are no factors of this proposal that are likely to cause or contribute to land degradation, salinity or reduce water quality.

6. CONCLUSION

This submission is in support of a planning permit application for the development of a dwelling, studio and outbuilding at 10 Conran Court, Marlo.

The relevant provisions of the East Gippsland Planning Scheme have been addressed and it has been ascertained that the proposed development is appropriate in this location. It is requested that the proposal be supported for the following reasons:

- The proposal is consistent with the objectives and strategies outlined in the Municipal Planning Strategy and the Planning Policy Framework.
- The proposal is consistent with the objectives of the Design and Development Overlay.
- The risks associated with bushfire can be reduced to an acceptable level.
- The design and colour of the dwelling, studio and outbuilding are complementary to the existing surrounding development and consistent with the character of the area.

It is requested that a planning permit be granted for this development.

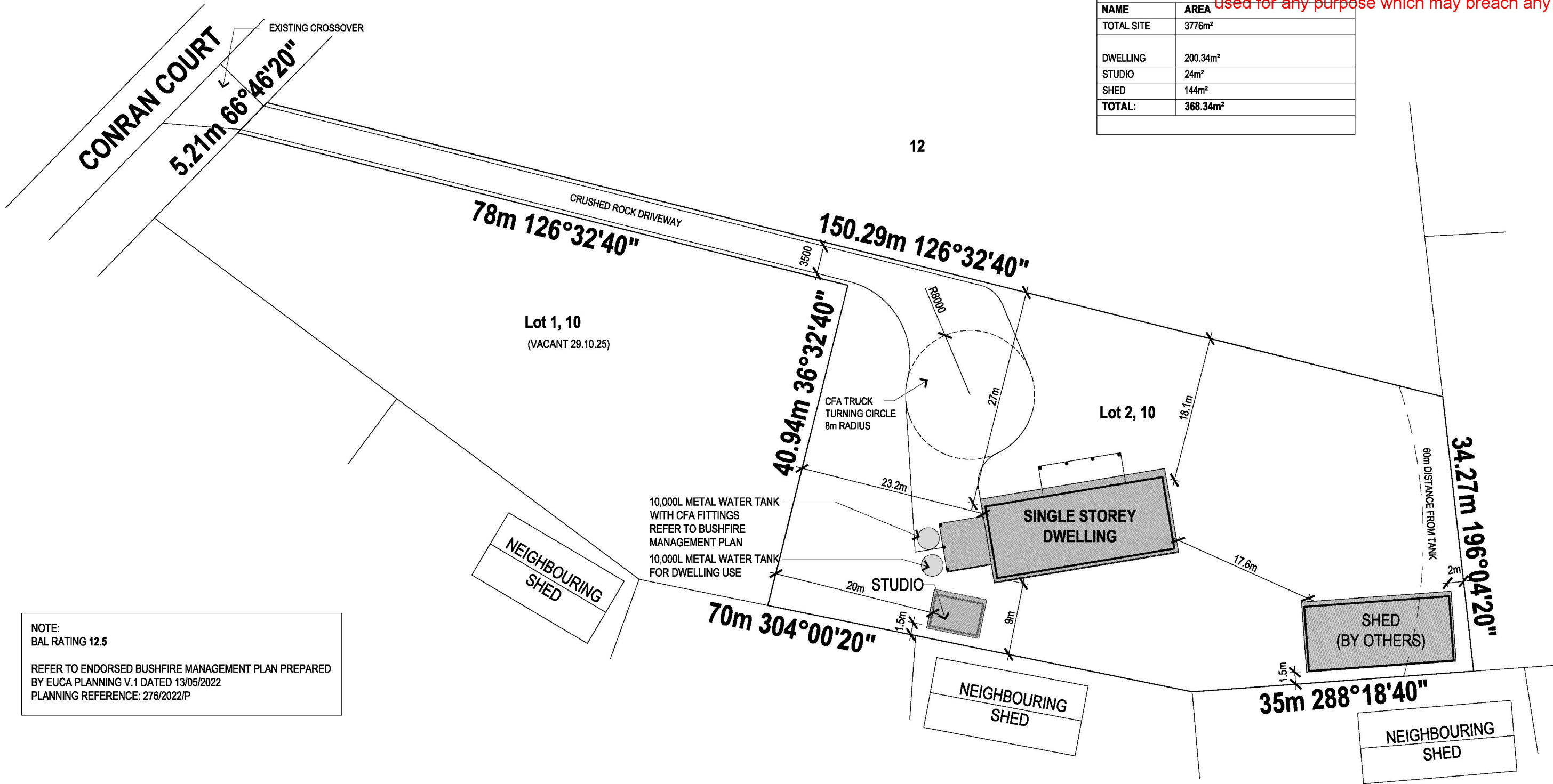
Development Solutions Victoria

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AREA SCHEDULE	
NAME	AREA
TOTAL SITE	3776m²
DWELLING	200.34m²
STUDIO	24m²
SHED	144m²
TOTAL:	368.34m²



NOTE:
BAL RATING 12.5

REFER TO ENDORSED BUSHFIRE MANAGEMENT PLAN PREPARED BY EUCA PLANNING V.1 DATED 13/05/2022
PLANNING REFERENCE: 276/2022/P

GF SITE PLAN
SCALE 1:500

TOWN PLANNING

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DESIGN	A	TOWN PLANNING	28.10.25

PROJECT:
NEW DWELLING, DETACHED SHED & STUDIO

PROJECT ADDRESS:
**10 CONRAN COURT, MARLO
3888 VIC**

CLIENT:
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JOB NUMBER:
BQAKH_003

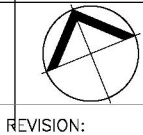
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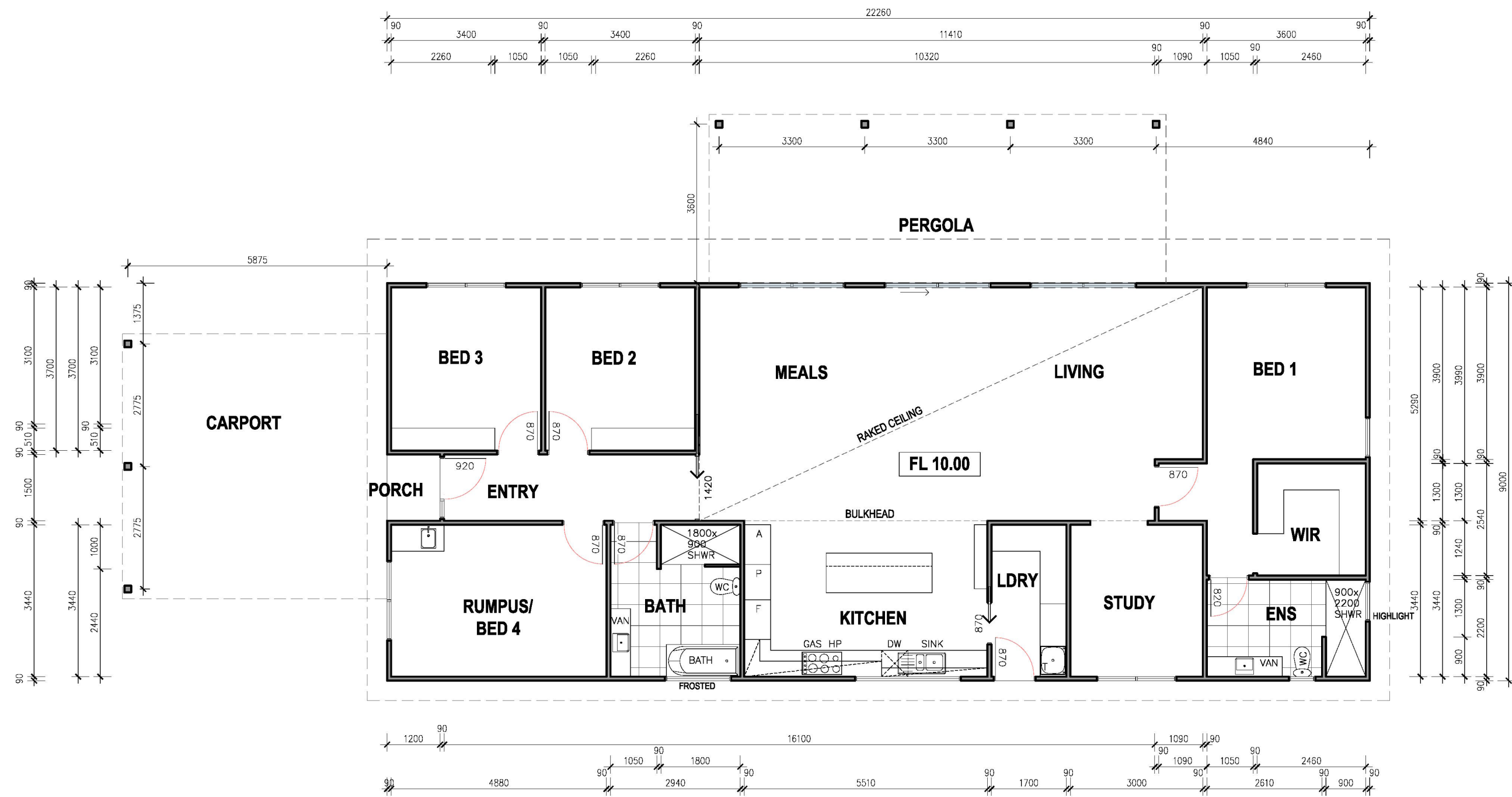
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PLANNING REFERENCE: 276/2022/P

GF GROUND FLOOR PLAN

SCALE 1:100

TOWN PLANNING



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10 CONRAN COURT, MARLO 3888 VIC

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JOB NUMBER:
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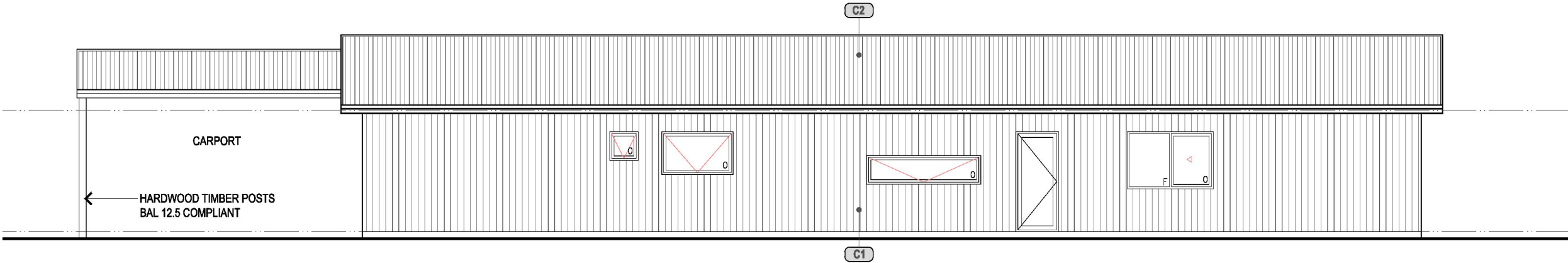
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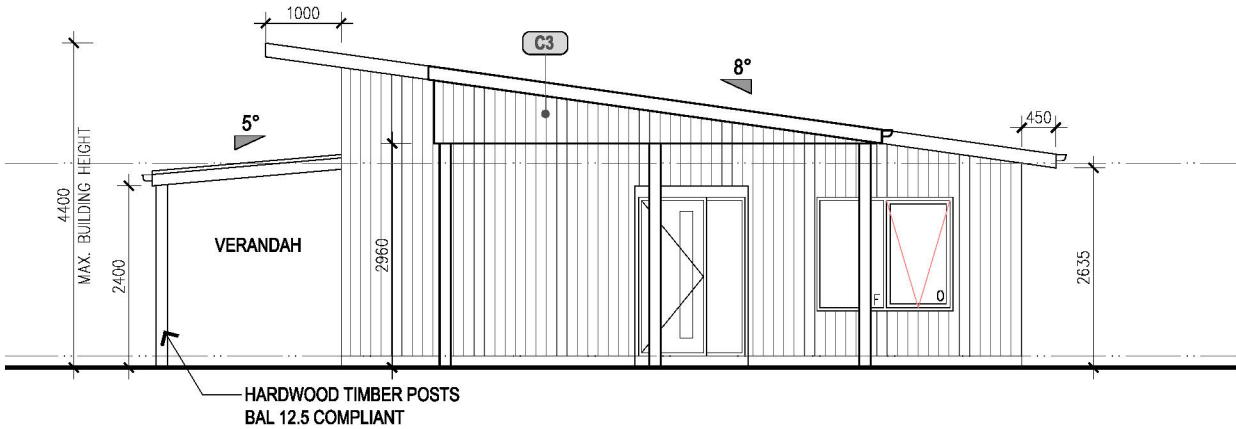
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SE SOUTH ELEVATION
SCALE 1:100



WE WEST ELEVATION
SCALE 1:100

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C2	ROOFING MATERIAL CORRUGATED SHEET METAL COLOUR: SURFMIST
C3	GUTTERS/FASCIA COLOUR: SURFMIST

NOTE:
BAL RATING 12.5

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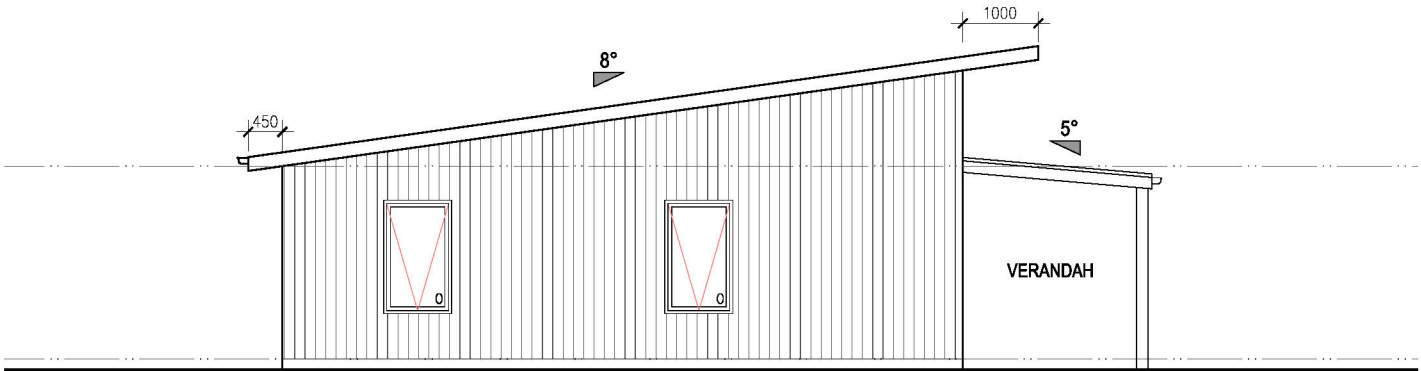
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EE EAST ELEVATION
SCALE 1:100

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NOTE:
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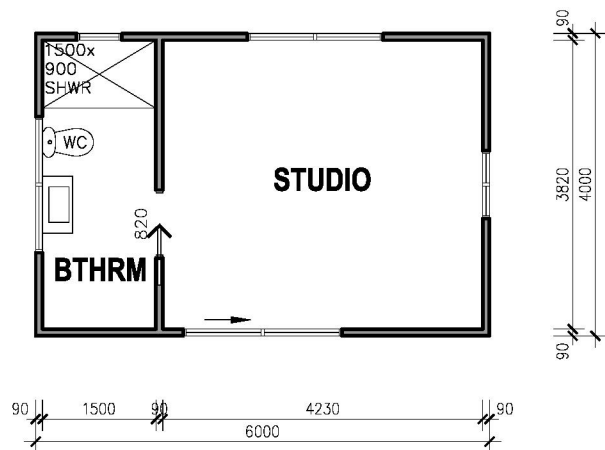
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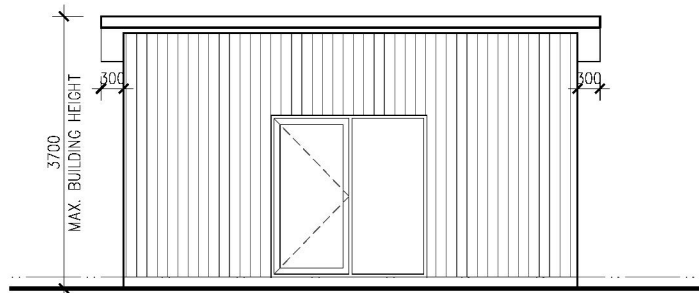
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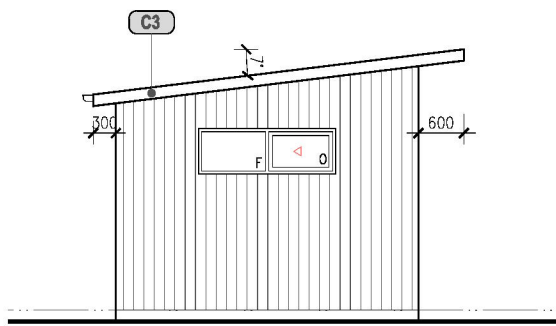
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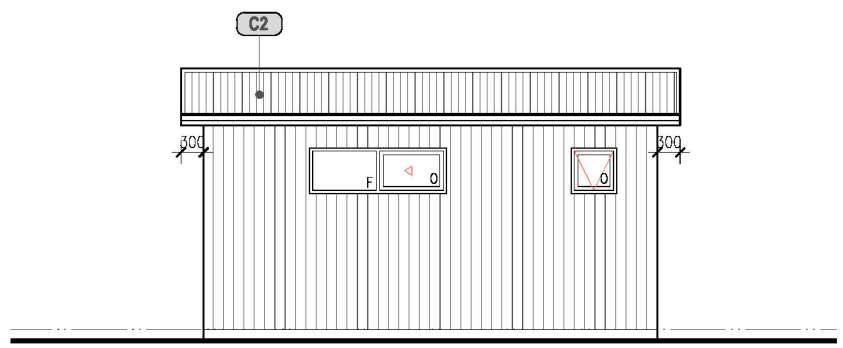


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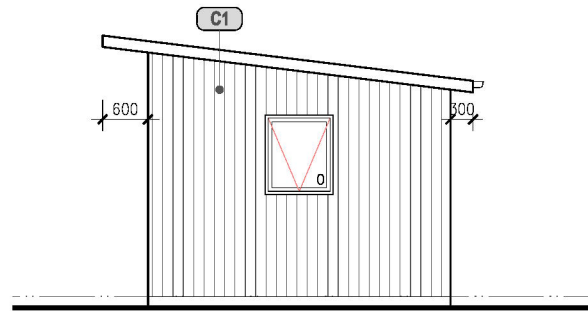


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SCALE 1:100

NOTE:
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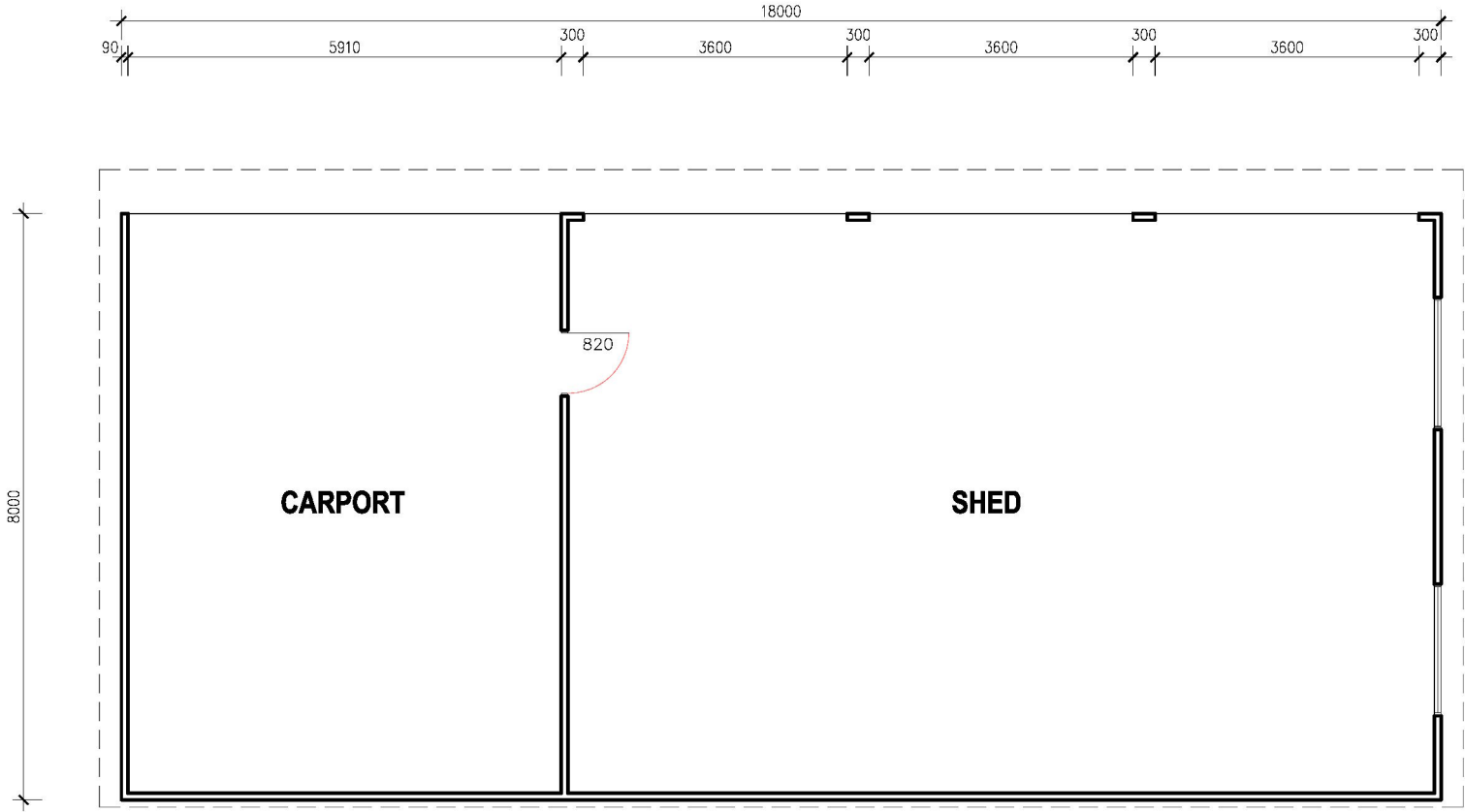
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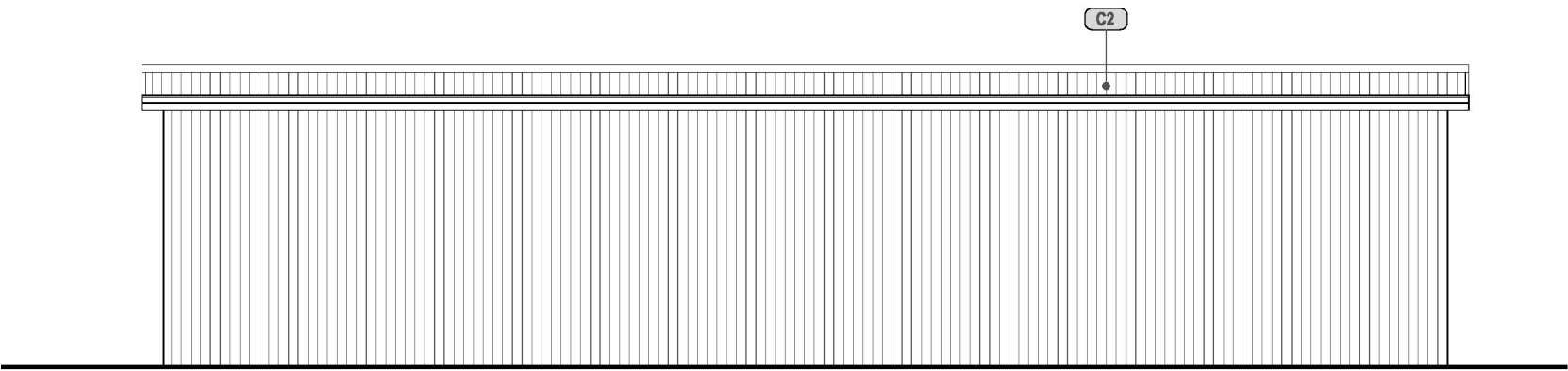
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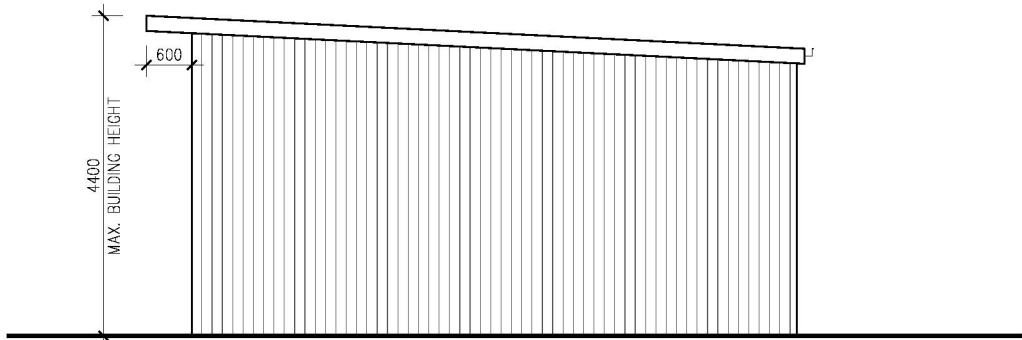
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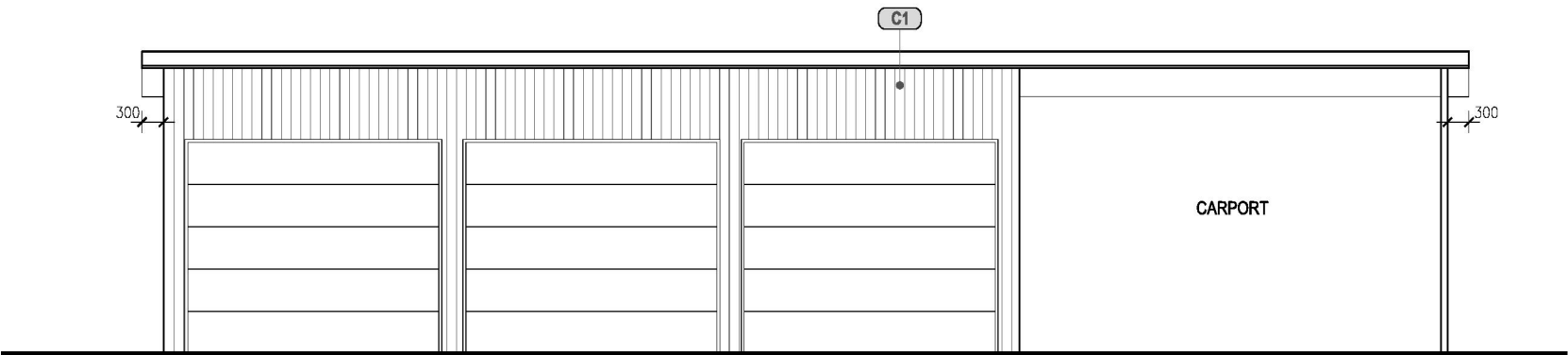
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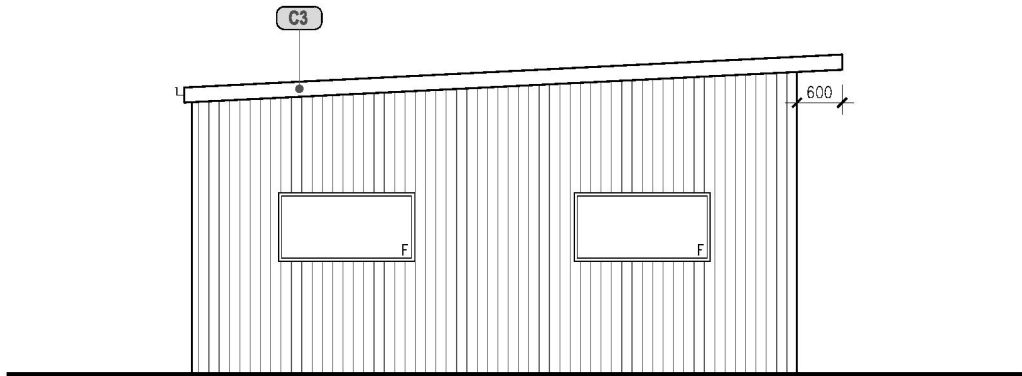
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NORTH ELEVATION

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EAST ELEVATION

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