

Application to Amend a Planning Application \$50/\$57A

	LS							
Planning Application No:	PLA	0/63	/22					
Address:	224	Ear	18	Rol !	lamai	ion St	Inr.	387
Section 2: PERMIT APPLI	CANT	Con		14	May M	VII VIA	7100	702
Name:								
Business:								
Postal Address:								
Telephone No. (H)								
Email Address:								
Section 3: OWNER DETA	ILS (If different	to the Applicar	nt)					
Name(s):								
Poetal Address								
Postal Address:						Postcode:		
Telephone No. (H)			(w)		(M)			
Email Address:								
Section 4: AMENDMENT	CATEGORY :	lease tick /						
Section 50 - Amenda			t reque	st of the applic	cant bef	ore notice		X
		19 N. 15 F. L.						
Section 57A – Amendment to the application after notice of application is given (please note, this will incur a fee)								
AMENDMENT DETAILS List	the changes be	eing applied fo	r and hia	hlight chanaes or	correspor	nding plans if a	policable A	copy of
ne plans must be submitted	with this applica	tion. If you need	d more s	pace, please atta	ich these d	etails separate	ly.	
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Change to Ac Farm ection 5: DEVELOPMENT	ricult equ cost	ipmer	nt,	tracto	y r	tc.	e s	
ection 5: DEVELOPMENT State the estimated tot	cost of the	proposed		tracto			e s	
	cost of the	proposed	Uno				e 5	

Section 6: DECLARATION This form must be signed.

I declare that I am the Applicant and all information given is true and correct.

Applicant signature:

Date: 17/11/22

PLEASE FORWARD THIS APPLICATION TO

E-mail:

planning@bawbawshire.vic.gov.au

Mail:

Planning Department, Baw Baw Shire Council

PO Box 304

Warragul VIC 3820

Phone:

5624 2411

In Person: Customer Service Centre: 33 Young Street Drouin

The personal information requested on this form is being collected to enable council to consider the permit application. Council will use this information for this purpose or one closely related and may disclose this information to third parties for the purpose of their consideration and review of the application.

These third parties generally include, but are not limited to:

- Transport Infrastructure Agencies such as VicRoads and VLine
- Energy/Utilities Providers
- Catchment Management Authorities and Water Corporations

The specific referral bodies will be dependent on factors such as the proposed activities and the location of the applicable property. Applicants are encouraged to familiarise themselves with potential referral bodies.

Any material submitted with this application, including plans and personal information, will be made available for public viewing, including electronically, and copies may be made for interested parties for the purpose of enabling consideration and review of the application as part of a planning process specified in the Planning and Environment Act 1987.

All information collected and held by Council is managed in accordance with Councils Privacy Policy which is available on our website. If you choose not to supply the requested information it may impair the ability of Council to consider your application or prevent Council from communicating with you in relation to your application.

If you have any concerns or require access to the information held by Council, please contact us on 5624

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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 09472 FOLIO 302

Security no: 124101216293T Produced 17/10/2022 11:55 AM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 140306. PARENT TITLE Volume 09083 Folio 222 Created by instrument LP140306 16/07/1982

REGISTERED PROPRIETOR

Estate Fee Simple

ENCUMBRANCES, CAVEATS AND NOTICES

DIAGRAM LOCATION

SEE LP140306 FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

ACTIVITI IN THE HAST 125 DATS

NIL

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

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

Street Address: "BRANSCOMBE" 224 EARLS ROAD YARRAGON SOUTH VIC 3823

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD Effective from 22/10/2016

DOCUMENT END

Delivered from the LANDATA® System by GlobalX Pty Ltd

VIC Address Search: 224 EARLS ROAD YARRAGON SOUTH

Order Details

Volume/Folio	o Address	Council Number	Land Description	Municipality Status
9472/302	"BRANSCOMBE", 224 EARLS ROAD, YARRAGON SOUTH 3823	1435	Lot 2 of Plan LP140306	BAW BAW OK

PRINTED ON 17/10/2022

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TRANSFER OF LAND Privacy Co The informa Section 45 Transfer of Land Act 1958 statutory au Lodged by: maintaining indexes in Name: National Australia Bank Limited #000 Phone: Address: MADE AVAILABLE/CHANGE CUITAROL Ref: Customer Code: Office Use Only The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed and subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer. Land: (volume and folio reference) Volume 9472 Folio 302 Estate and Interest: (e.g. ~all my estate in fee simple") All my estate in fee simple Consideration: \$395,000.00 Transferor: (full name) Transferee: (full name and address including postcode) 224 Earls Road, Yarragon South 3823 as Joint **Proprietors** Directing Party: (full name) nil Dated: STAMP DUTY USE ONLY "

Approval No. 20110410A

ORDER TO REGISTER

Please register and issue title to

Signed

Cust. Code

Consideration

FR- No. 1 3 37. TE



Page 1 of 1



Anstat Pty Ltd

THE BACK OF THIS FORM MUST NOT BE USED Land Registry, 570 Bourke Street, Melbourne 3000. Phone 03 8636 2010

27/2/06

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Planning and Environment Regulations 2005 No. 33

Form 18

Section 181

APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A RECORDING OF AN AGREEMENT

Planning and Environment Act 1987

•		
Name:		
Phone:		

Lodged at the Land Titles Office by:

Address:

2881A

The Authority having made an agreement referred to in Section 181(1) of the **Planning and Environment Act 1987** requires a recording to be made in the Register for the land.

Land: Lot 2 LP 140306 Moe Parish being the whole of the land more

particularly described in Certificate of Title Volume 9472 Folio 302.

Authority: Baw Baw Shire Council

Civic Place

WARRAGUL VIC 3820

Section and Act under which agreement made: Section 173 Agreement

Planning and Environment Act

1987

A copy of the Agreement is attached to this Application.

Signature for the Authority:

Position held:

Name of Officer:

Date: 1/03/2010

Document1 STP227 15/8/03

THIS AGREEMENT is made on the 29th day of

March

, 2010.

BETWEEN:

both of 224 Earls Road, Yarragon South, 3823 of the one part

AND

THE MAYOR AND COUNCILLORS AND CITIZENS OF THE BAW BAW SHIRE COUNCIL

of Civic Place, Warragul, 3820 of the other part.

AH158050U 14/04/2010 \$102.90 173

RECITALS:

- A. The Responsible Authority is responsible under the Act for the administration and enforcement of the Baw Baw Planning Scheme.
- B. The Owner is the registered proprietor of all that piece of land known as Lot 2 on LP140306 Moe Parish and being the whole of the land more particularly described in Certificate of Title Volume 9472 Folio 302 ("the subject land").
- C. The Owner has obtained Planning Permit No. PLA0452/09 issued pursuant to the Baw Baw Planning Scheme which allows the use and development of the subject land with a dwelling subject to a number of conditions including the following:-

Condition No. 4

Prior to the issuance of a Building Permit, the owner of the land must enter into an Agreement with the responsible authority pursuant to Section 173 of the Planning and Environment Act, 1987. The cost of the preparation, lodgement and registration and any subsequent removal of the Agreement shall be borne totally by the owner of the land. The Agreement must be registered on the Certificate of Title for the land. Evidence of the registration of the Agreement must be provided to the responsible authority prior to the commencement of any use, subdivision, buildings or works authorised by this permit.

The Agreement shall include the following details:-

- a) That the subject land shall not be further subdivided so as to create any additional lots.
- D. The Council and the Owner have agreed that without limiting or restricting their respective powers to enter into an Agreement to fulfil the requirements of **Condition No. 4** of Planning Permit No. PLA0452/09 and insofar as it can be so treated this Agreement is

made pursuant to Section 173 of the Planning and Environment Act, 1987 (the Act).

IT IS AGREED:

1. <u>DEFINITIONS</u>:

In this Agreement the terms and words set out in this clause shall have the following meanings unless otherwise indicated by the context:

- 1.1 "Owner" shall mean the person or persons 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.
- 1.2 "Permit" shall mean and include Planning Permit No. PLA0452/09 issued on the 8th February, 2010.

2. <u>INTERPRETATION</u>:

- 2.1 The singular includes the plural and the plural includes the singular.
- 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.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A reference to a statute shall include any statutes amending, consolidating or replacing same and any regulations made under such statutes.
- 2.6 All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.

SUCCESSORS IN TITLE:

- 3.1 Without limiting the operation or effect which this Agreement has, the Owner shall until such time as a memorandum of this Agreement is registered on the Title to the subject land ensure that its successors in title.
 - Give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 3.2 Execute under seal a deed agreeing to be bound by the terms of this Agreement and upon such execution this Agreement shall continue as if executed by such successors as well as by the parties to this Agreement as if the successor's name appeared in each clause in which the name of the Owner appears and in addition to the name of the Owner.



The provisions of this clause will end upon the registration of this Agreement on the Title to the subject land pursuant to Clause 4.2 hereof.

4. COVENANTS OF OWNER

- 4.1 The Owner shall forthwith pay (on request) the Council's costs and expenses incidental to this Agreement and any amendment of this Agreement and anything done in connection with this Agreement including anything done in anticipation of this Agreement and the enforcement of any obligations imposed on the Owners excepting the cost of any unsuccessful enforcement action by Council.
- 4.2 Once this Agreement has been executed by both parties the Owner will make application for the registration of this Agreement at the Land Titles Office pursuant to Section 181 of the Act and consequently enter a memorandum of this Agreement on the Certificate of Title to the subject land and shall take all necessary steps to sign all documents reasonably required to enable such entry to take place and pay any duty or fees in connection with this.
- 4.3 The Owner covenants and agrees that:-

Prior to the issuance of a Building Permit, the owner of the land must enter into an Agreement with the responsible authority pursuant to Section 173 of the Planning and Environment Act, 1987. The cost of the preparation, lodgement and registration and any subsequent removal of the Agreement shall be borne totally by the owner of the land. The Agreement must be registered on the Certificate of Title for the land. Evidence of the registration of the Agreement must be provided to the responsible authority prior to the commencement of any use, subdivision, buildings or works authorised by this permit.

The Agreement shall include the following details:-

- That the subject land shall not be further subdivided so as to create any additional lots.
- 4.4 The Owner covenants and agrees that it will:
 - 4.4.1 Bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns of the subject land.
 - 4.4.2 Do all things necessary including the signing of any further documents necessary for the purpose of ensuring that it carries out its covenants, agreements and obligations under this Agreement and to enable the council to enforce the performance of the Owner of such covenants and undertakings.

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14/04/2010 \$102.90 173

AH158050U 14/04/2010 \$102.90 173

5. **GENERAL**:

5.1 Notices

- 5.1.1 A notice or other communication required or permitted to be served by a party on another party shall be in writing and may be served:
 - A) by delivering it personally to that party; and
 - B) by sending it by post, postage prepaid addressed.
- 5.1.2 A notice or other communication is deemed served, if delivered, upon delivery and, if posted on the expiration of two business days after the date of posting.

5.2 Further Assistance

Each of the parties to this Agreement shall respectively sign and execute all further documents and deeds and do all acts and things as the other parties shall reasonably require for completely effecting this agreement.

5.3 No Waiver

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

5.4 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 shall be severed and the other provisions of this Agreement shall remain operative.

5.5 Notification of Agreement

Prior to the sale or lease of any part of the land subject to this Agreement a copy of this Agreement shall be given by the Vendor, Transferor or Lessor to the Purchaser, Transferee or Lessee of that part of the land affected by the Agreement.

SIGNED BY
in the presence of:
SIGNED BY I ←,
in the presence of:
· · · · · · · · · · · · · · · · · · ·
THE COMMON SEAL of the Mayor Councillors
THE COMMON SEAL of the Mayor, Councillors) and Oitizens of the Baw Baw Shire Council was)
affixed in the presence of:-
diffixed fix the presented of.
Councillor
X
Councillor
Chief Executive Officer/Authorised Officer
Chief Executive Officer/Admonsed Officer
Cincad as habettato. D. D. Out. C. D.
Signed on behelf of Baw Baw Shire Council . / By
Pursuant to Instrument of Delegation
dated 24 July 2003 in the presence of -
Witness
By, Director

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14/04/2010 \$102.90 173

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¥5	ONCE OF TITLE		
Mortgage of		· •	Approved Form M
Section 74 Transfer		Priva	AE315562T
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	Istralia Bank Limited 200Q Bank Limited ABN 12 004 044 937	statutory authors of maintaining	nd
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Ref:			
Customer Code:		Land Titles Office	Use Only
structure, fixture or impro created by dealings lodge owing and agrees as set or	 	he registered encumb	rances affecting the land and any
Land (Title or Crown Grant V Certificate of Title Volum			
Estate or Interest being me Estate in fee simple	ortgaged		
Mortgagor (full name)			
Mortgogoo			("Mortgagor")
	imited ABN 12 004 044 937		
500 Bourke Street Melbou	ime Victoria		("Bank")
Date of this Mortgage			······································
61310	06 .		
	in Home Mortgage Memorandum of Ordum") are incorporated in this Mortga		etained by the Registrar of Titles
The Mortgagor agrees wit	h the Bank as follows:		-
Mortgage is a reference annexure to this Mortgage	Mortgage" in this instrument of Mo to the Mortgage constituted by this e. Words defined in the Memorandum exure to this Mortgage. The Mortgagage prior to executing it.	instrument of Mortg have the same mean	age, the Memorandum and any ing when used in this instrument
The Mortgagor acknow for valuable consideration	ledges giving this Mortgage and incur received from the Bank.	ring obligations and g	giving rights under this Mortgage
Approval No. 4500312A	ORDER TO REGISTER		MP DUTY USE ONLY
\mathbf{M}	Please register and issue title to	8	39025884
OF THE PARTY OF TH	Signed Cust. Code	e:	

THE BACK OF THIS FORM MUST NOT BE USED

T1/4/56

MORTGAGOR EXECUTION AND ATTESTATION - MANDATORY

Individual/s

Signed Sealed and Delivered in Victoria by the Mortgagor in the presence of:

Signature of Witness	Signature of Mortgagor		
·- ·			
Signature of Witness	Signature of Mortgagor		
Signature of Witness	Signature of Mortgagor		
Signature of Witness	Signature of Mortgagor		
Companies Executing without using a Common Seal	•		
Executed by			
by being signed by:			
Signature	Simon		
Signature	Signature		
Full name (BLOCK LETTERS)	Full name (BLOCK LETTERS)		
	- United (Second BETTER)		
Address	Address		
Office held (Director, Secretary or Sole Director and Sole Company Secretary)	Office held (Director, Secretary or Sole Director and Sole Company Secretary)		
Companies Executing by using a Common Seal	•		
The Common Seal of			
was affixed in the presence of:			
Signature	Signature		
Signature	Signature		
Full name (BLOCK LETTERS)	Full name (BLOCK LETTERS)		
,			
Address	Address		
Office held (Director, Secretary or Sole Director and Sole Company Secretary)	Office held (Director, Secretary or Sole Director and Sole Company Secretary)		
MORTGAGEE - NO EXECUTION REQUIRED			

M page 2

Approval No. 4500312A



AE315562T
27/04/2006 \$46.20 74

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LP140306 EDITION 1

H.

PLAN OF SUBDIVISION OF

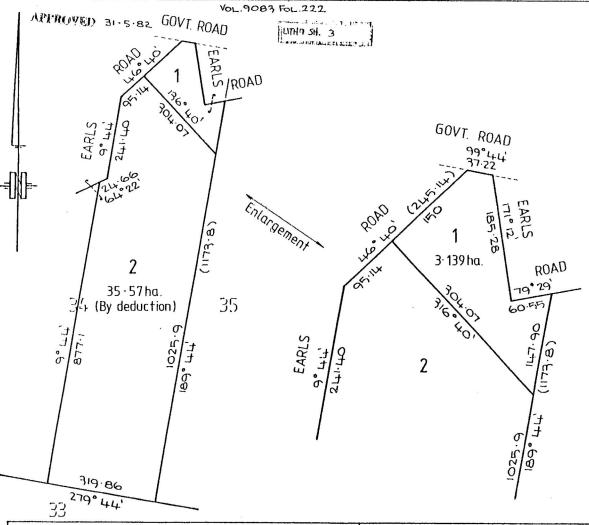
PART OF CROWN ALLOTMENT 34

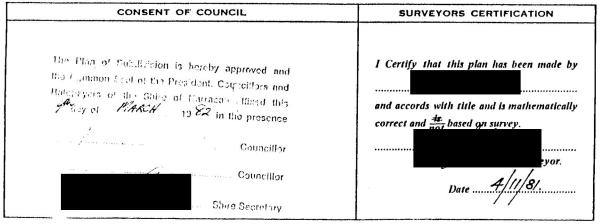
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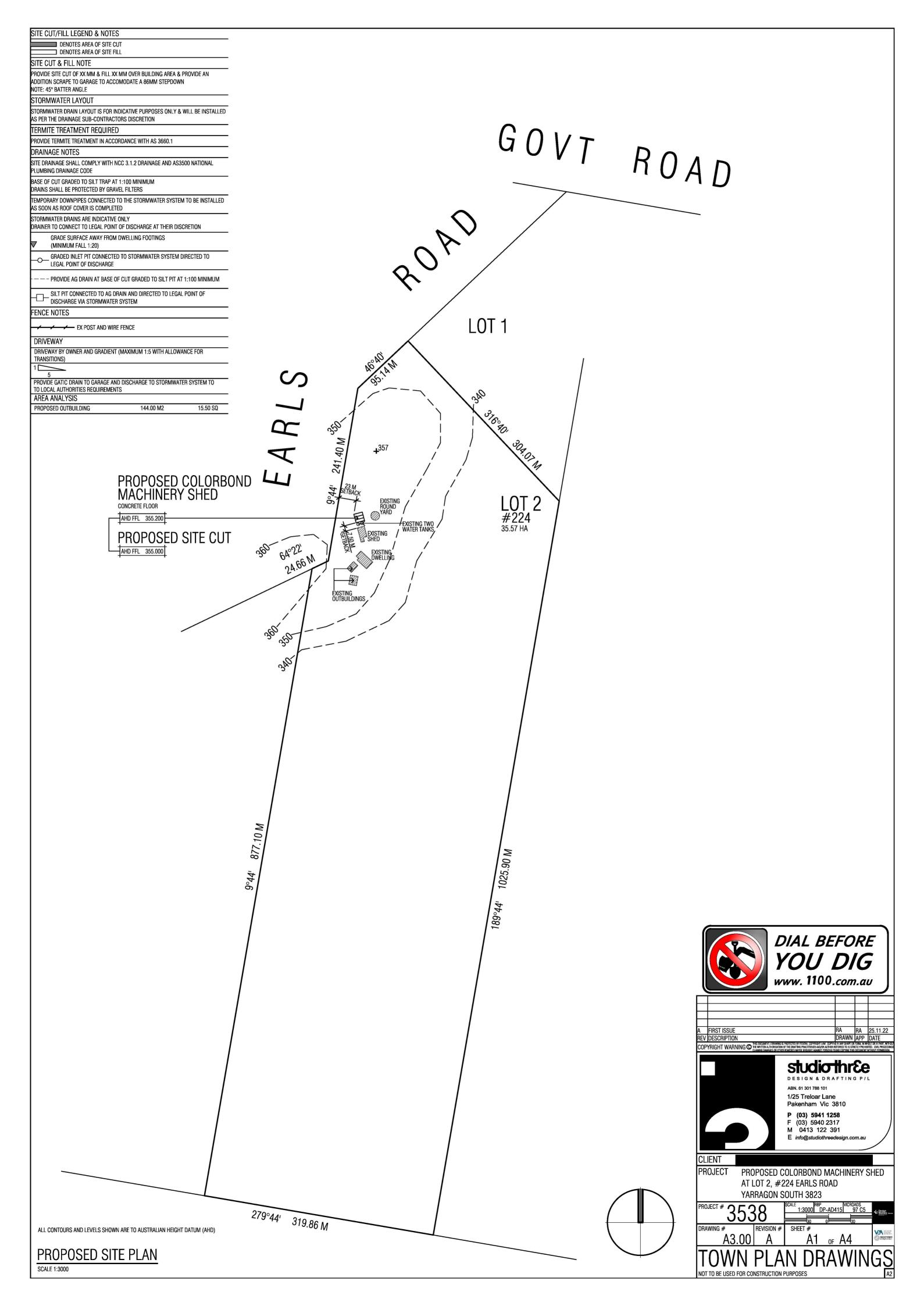
COUNTY OF BULN BULN

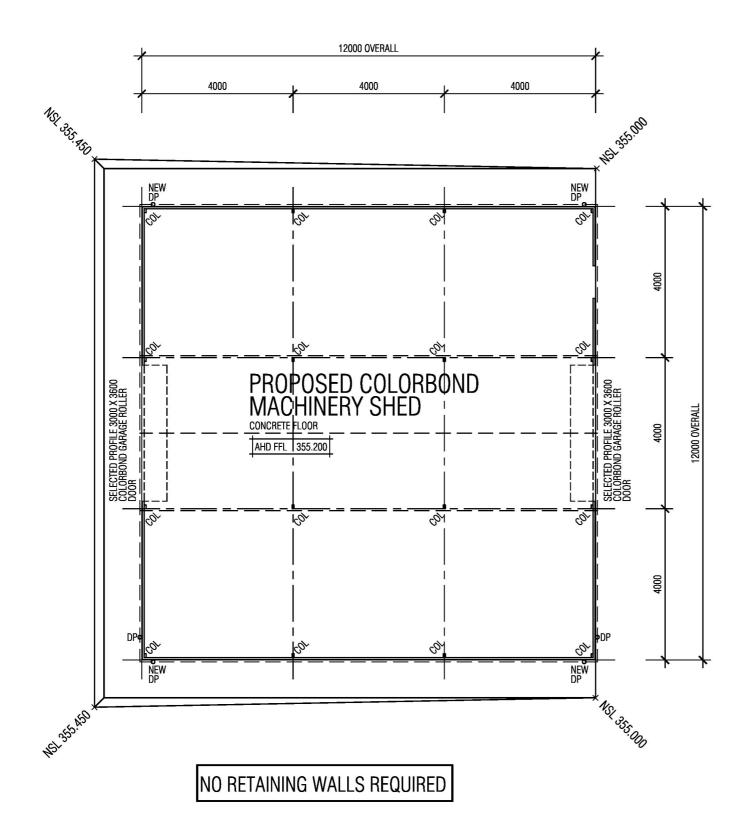
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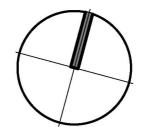




A FIRST ISSUE

REV DESCRIPTION

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YARRAGON SOUTH 3823

PROJECT # 3538

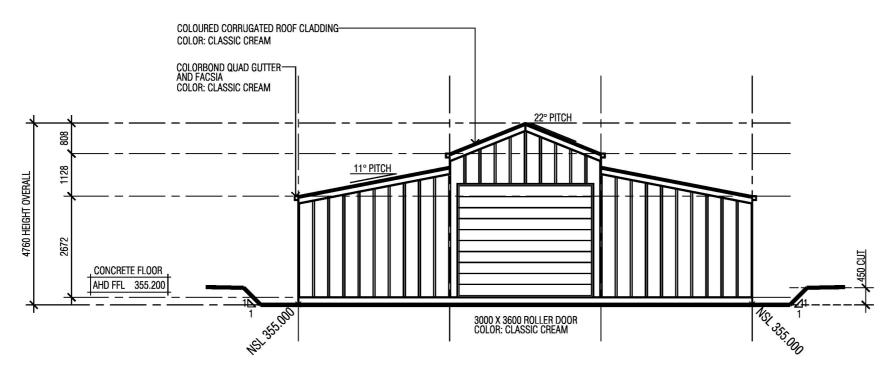
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OWN PLAN DRAWING

PROPOSED GROUND FLOOR PLAN

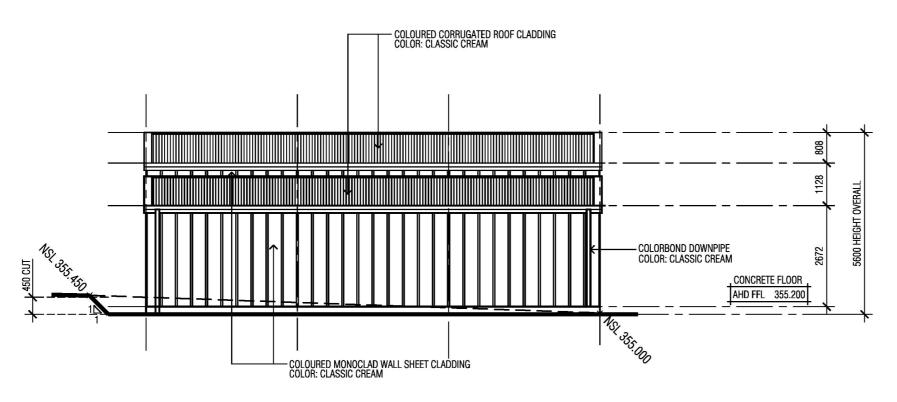
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PROPOSED EAST ELEVATION

SCALE 1:100

NOTE: THE PROPOSED USE OF THE BUILDING TO STORE A TRACTOR, MOTORBIKE, FARM VEHICLE, FARM TOOLS NOT TO BE USED FOR ANY COMMERCIAL OR BUSINESS ACTIVITY



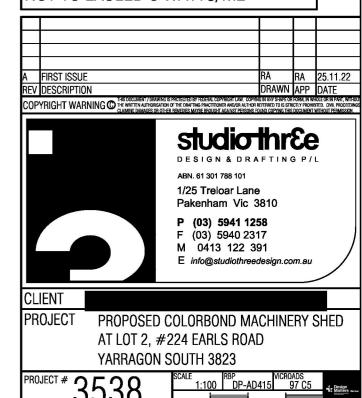
PROPOSED SOUTH ELEVATION

CALE 1:100

PROPOSED ELEVATIONS

SCALE 1:100

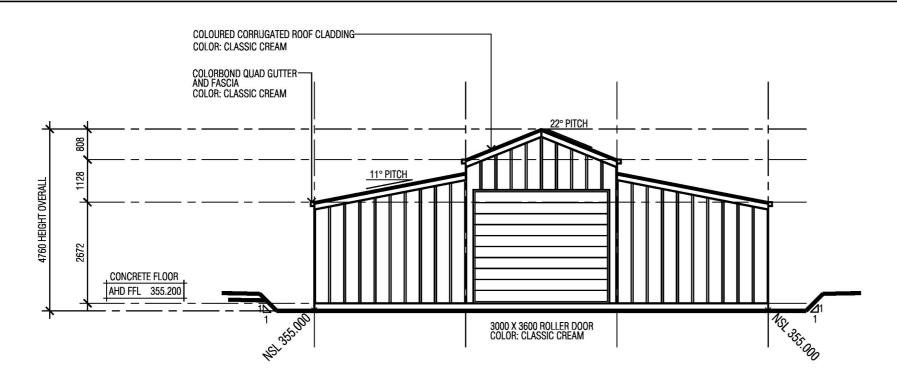
ARTIFICIAL LIGHTING IN ACCORDANCE WITH BCA PART 3.12.5.5 NOT TO EXCEED 3 WATTS/M2



REVISION #

SHEET #

DRAWING #

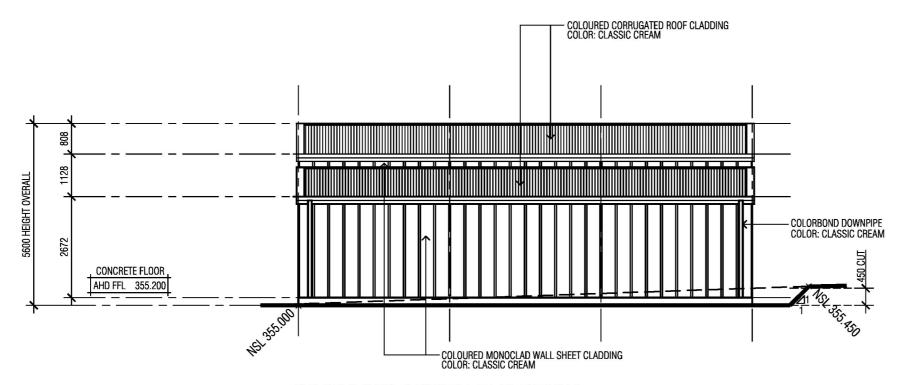


PROPOSED WEST ELEVATION

SCALE 1:100

NOTE:

THE PROPOSED USE OF THE BUILDING TO STORE A TRACTOR, MOTORBIKE, FARM VEHICLE, FARM TOOLS NOT TO BE USED FOR ANY COMMERCIAL OR BUSINESS ACTIVITY



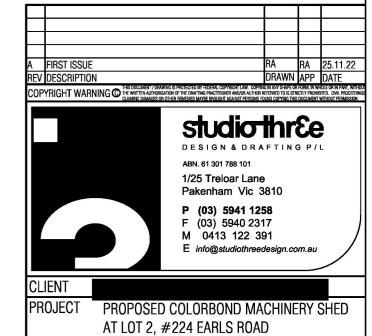
PROPOSED NORTH ELEVATION

CALE 1:100

PROPOSED ELEVATIONS

SCALE 1:100

ARTIFICIAL LIGHTING IN ACCORDANCE WITH BCA PART 3.12.5.5 NOT TO EXCEED 3 WATTS/M2



YARRAGON SOUTH 3823

SHEET #

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1:100 DP-AD415 97 C5