

# Application to Amend Advertised a Planning Permit S72

This form is only for an application under Section 72 of the Planning and Environment Act 1987

Section 1: PERMIT DETAIL	<u>\$</u>
Planning Application No:	PLA313/22
Address:	52-54 Drouin Road, Longwarry
Section 2: PERMIT APPLIC	CANT
Name:	
Business:	Human Habitats
Postal Address:	
Telephone No. (H)	
Email Address:	
Section 3: OWNER DETA	ILS (If different to the Applicant)
Name(s):	
Postal Address:	
Telephone No. (H)	
Email Address:	
Section 4: LAND DETAILS	(Please complete either A or B – this information can be found on the Certificate of Title)
Option A:	
Lot No:	2
Type of Plan: Please tick 🗸	Lodge Plan □ Title Plan □ Plan of Subdivision ■
Plan Number:	809455X
Option B:	This document has been copied and
Crown Allotment	made available for the planning process
Number:	as set out in the Planning and Environment Act 1987
Section Number:	The information must not be used for any
Parish/Township Name	other purpose.
Section 5: AMENDMENT information will delay your ap proposed changes.  This application seeks to the seeks to	DETAILS You must give full details of the amendmen auding what get fond
What the permit allows	Plans endorsed Rungder the expermit 🗆

Current conditions of the permit	Other docume	ents endorsed un	der the permit L
Does the amendment proposal breach Title?	, in anyway, a registered covenar	t, Section 173 agree	ement or restriction on
□ Yes □ No ■ Not Applicate	ole (no such covenant, section 173	3 agreement or res	triction applies)
If yes, you should contact Council for ac	dvice as to how to proceed with the	ne application.	
Please provide details of the amenda plans, together with; any information required and if required, include a description of the lik	by the planning scheme, requested		<del>-</del>
- Remove one (1) dwelling on site	•		
- Introduce staging (3 stages) to t	he development		
Section 6: DEVELOPMENT COST			
State the estimated total cost of	Unchanged from initial applic	cation 🗏	
the proposed development,	Or		
including amendment.	Additional costs proposed th	rough this amend	dment \$
Does the amendment proposal intr creation of easement, parking redu If yes, an additional application fee	ction)	riggers? (eg:	□ Yes <b>■</b> No
Section 7: EXISTING CONDITIONS Provember original permit application. Photos are also	o helpful.		changed since the time of
Have the conditions of the land cho application?	inged since the time of the ori	ginal permit	□ Yes ■ No
If yes, please provide details of the	existing conditions:		
Section 8: DECLARATION This form mus	t be signed. Complete box A or B		
A. I declare that I am the Applicant and Owner of this land and that all		: Da	te:
information given is true and correct.		This document ha	as been copied and
B. I/We the Applicant declare that I/We have notified the owner about this application and that all information given is true and correct.	Applicant Sianature:	made available for as set out in the FAct 1987.	or the planning process Planning and Environment te: 112/2024 used for any
	,	acknowledge and only use the docu specified above a	stribution or copying of

CHECK LIST Please ensure you have included the following items with your application form. Failure to provide all the information

above	may res	ult in a delay in the processing of the application	!		
	Most a	completed and <b>signed</b> copy of this form.  oplications require a fee to be paid. <i>Please is</i> ils Customer Service Centre or submitting the		<u> </u>	•
		ent link will be sent to your nominated email	· ·	, , , , , , , , , , , , , , , , , , , ,	,
	Contac	ct Council to determine the appropriate fee	<u>•</u>		
	All nece	essary supporting information and docume	ents - Inclu	ding Endorsed Plans if applicable	
	Full and	d current copy of title (no older than 60 day	s) for each	n individual parcel of land forming	the subject site.
PLEAS	SE FOR	WARD THIS APPLICATION TO			
E-m	ail:	planning@bawbawshire.vic.gov.au	Mail:	Planning Department, Baw Baw PO Box 304	Shire Council
Phor	ne:	5624 2411		Warragul VIC 3820	
In Pe	erson:	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 prevents down of Council to consider your application or prevents down of the considering the co with you in relation to your application.

If you have any concerns or require access to the information herebyr Gounoil please contectous an 5624 2411

made available for the planning process as set out in the Planning and Environment Act 1987.

other purpose.

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# Application to Amendadvertised a Planning **Application S50/S57A**

Section 1: PERMIT DETAILS					
Planning Application No:	AMD0067/24				
Address:	50 Drouin Road, Longwarry				
Section 2: PERMIT APPLIC	CANT				
Name:					
Business:	Human Habitats				
Postal Address:					
Telephone No. (H)					
Email Address:					
Section 3: OWNER DETA	ILS (If different to the Applicant)	)			
Name(s):					
Postal Address:					
Telephone No. (H)					
Email Address:					
Section 4: AMENDMENT CATEGORY Please tick 🗸					
Section 50 – Amendment to the application at request of the applicant before notice					
Section 57A – Amendmer (please note, this will incu	nt to the application <b>after</b> no Ir a fee)	tice of application is	s given		
	the changes being applied for with this application. If you need	7 5 5	on corresponding plans if applicable. A copy of attach these details separately.		
Exit only arrangement	t from development to D	rouin Road durin	ng proposed stages 1 & 2. The full		
construction of the Dr	construction of the Drouin Road access will be in Stage 3.  This document has been copied and				
			made available for the planning process		
as set out in the Planning and Environr Act 1987.			Act 1987.		
Section 5: DEVELOPMENT	The information must not be used for any other purpose.				
State the estimated total	cost of the proposed	✓ Inchanged from	initial application		
development, including a	• •		By taking a copy of this document, you		
and a second sec	in ionamont.		acknowledge and agree that you will only use the document for the purpose		
Does the amendment proposal introduce any additional Permit Triggers?			specified above and that any		
If yes, an additional applic	cation fee may be required.		Page 4 of 50		
		Page 4 of 59			

# Section 6: DECLARATION This form must be signed. \*\*PLEASE COMPLETE EITHER box A or B

A	. I declare that I am the Applicant and Owner of this land and that all information given is true and correct.	Owner/ Applicant signature:	Date:	Advertised
В	. I/We the Applicant declare that I/We have notified the owner about this application and that all information given is true and correct.	Applicant Signature:	Date: 6/8/2025	

# 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

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If you have any concerns or require access to the information held by Council, please contact us on 5624 2411.

The information must not be used for any

other purpose.

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

Page 1 of 1

VOLUME 12249 FOLIO 564

Security no : 124120443228C Produced 06/12/2024 10:58 AM

### LAND DESCRIPTION

Lot 2 on Plan of Subdivision 809455X. PARENT TITLE Volume 03297 Folio 347 Created by instrument PS809455X 16/09/2020

# REGISTERED PROPRIETOR

Estate Fee Simple

ENCUMBRANCES, CAVEATS AND NOTICES

AGREEMENT Section 173 Planning and Environment Act 1987 AT356532R 22/06/2020

### DIAGRAM LOCATION

SEE PS809455X 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: 52 DROUIN ROAD LONGWARRY VIC 3816

# ADMINISTRATIVE NOTICES

NIL

eCT Control 22187E MASON PROPERTY LAW Effective from 02/12/2022

DOCUMENT END

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Page 1 of 1 Title 12249/564



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Document Type	Plan
Document Identification	PS809455X
Number of Pages	2
(excluding this cover sheet)	
Document Assembled	06/12/2024 10:58

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# PLAN OF SUBDIVISION

**EDITION 1** 

PS 809455

# LOCATION OF LAND

PARISH: Drouin West TOWNSHIP: Longwarry

SECTION: 11

**CROWN ALLOTMENT: 8** CROWN PORTION: ---

TITLE REFERENCE: Vol. 3297 Fol. 347

LAST PLAN REFERENCE: TP 352256 K

POSTAL ADDRESS: 50-54 Drouin Road, LONGWARRY 3816

(at time of subdivision)

MGA94 CO-ORDINATES: E: 392 790 ZONE: 55

(of approx centre of land in plan)

N: 5 781 350

**GDA 94** 

Council Name: Baw Baw Shire Council

Council Reference Number: PLA0103/17.01 Planning Permit Reference: PLA0103/17 SPEAR Reference Number: S118413V

### Certification

This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 02/07/2018

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has not been satisfied at Certification

Digitally signed by: Sarah Prime for Baw Baw Shire Council on 21/02/2019

Statement of Compliance issued: 10/08/2020

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied at Statement of Compliance

**NOTATIONS** 

# **VESTING OF ROADS AND/OR RESERVES**

**IDENTIFIER** COUNCIL/BODY/PERSON

Nil

Nil

# **NOTATIONS**

DEPTH LIMITATION: 15.24m BELOW THE SURFACE

SURVEY:

This plan is based on survey.

STAGING:

This is not a staged subdivision. Planning Permit No. PLA0103/17

This survey has been connected to permanent marks No(s). 353

In Proclaimed Survey Area No. ---

# **EASEMENT INFORMATION**

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easements and rights implied by Section 12(2) of the Subdivision Act 1988 apply to all of the land in this plan.

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	Sewerage	2	This Plan	South East Water Corporation
E-2	Sewerage	1.2	This Plan	Let 2 on This Plan  This document has been copied and made available for the planning process as set out in the Planning and Environment Act 1987.  The information must not be used for any other purpose.  By taking a copy of this document, you acknowledge and agree that you will only use the document for the purpose
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PAKENHAM 3810 Ph 03 5941 4112 mail@nobelius.com.au

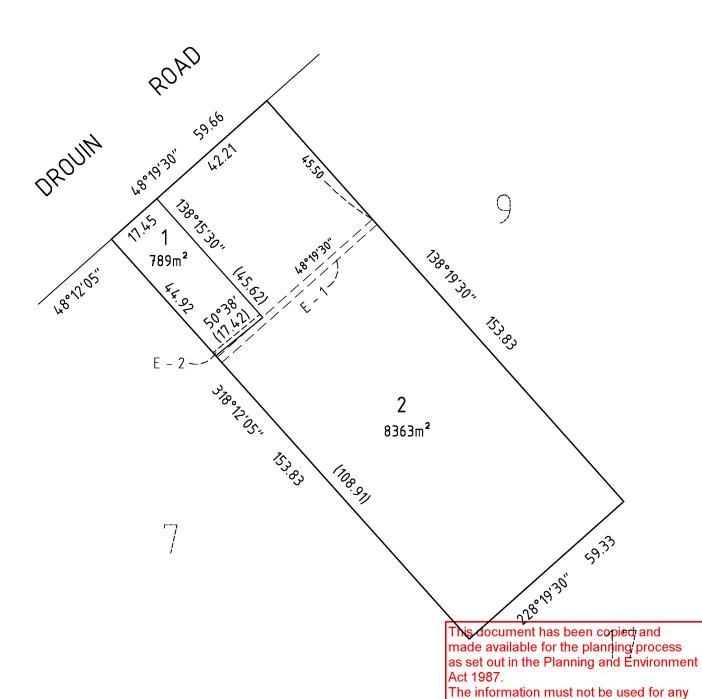
Digitally signed by: Timothy Deane Walker, Licensed Surveyor's Plan Version (Version D).

15/02/2019, SPEAR Ref: S118413V.

TIME: 11.10am DATE: 16/9/2020 A.R.T.

Page 8 of 59 A.K. I. Assistant Registrar of Titles

PS 809455 X



NOBELIUS LAND SURVEYORS

P.O. BOX 461 PAKENHAM 3810 Ph 03 5941 4112 mail@nobelius.com.au SCALE 1:750

Digitally signed by: Timothy Deane Walker, Licensed Surveyor, Surveyor's Plan Version (Version D), 15/02/2019, SPEAR Ref: S118413V

7.5 0 7.5 15 2

speciត្តិខ្ពស់ស្ត្រខ្ពស់ that any disseminឡូវីមិរក្សdistribution or copying of

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this document is strictly prohibited. Digitally signed by:

Baw Baw Shire Council, SPEAR Ref. S11841

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Produced 06/12/2024 10:58:08 AM

Status Registered **Dealing Number** AW330766J

02/12/2022 12:12:04 PM Date and Time Lodged

# **Lodger Details**

**Lodger Code** 

Name

Address

Lodger Box

Phone

Email

Reference

# **TRANSFER**

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.

# **Land Title Reference**

12249/564

# Transferor(s)

Given Name(s)

**Family Name** 

Given Name(s)

**Family Name** 

# Estate and/or Interest being transferred

Fee Simple

Consideration \$AUD 1600000.00

# Transferee(s)

Tenancy (inc. share)

Given Name(s) **Family Name** 

Address

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Page 10 of 59

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# Department of Environment, Land, Water & **Planning**

# **Electronic Instrument Statement**

Unit Type

**Unit Number** 

Street Number

Street Name

Street Type

Locality

State

Postcode

# **Duty Transaction ID**

5590151

The transferor transfers to the transferee their estate and/or interest in the land specified for the consideration, subject to any restrictive covenant set out or referred to in this transfer.

### Execution

- 1. The Certifier has taken reasonable steps to verify the identity of the transferee or his, her or its administrator or attorney.
- 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

Signer Name

Signer Organisation

Signer Role

**Execution Date** 

### Execution

- 1. The Certifier has taken reasonable steps to verify the identity of the transferor or his, her or its administrator or
- 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

Signer Name

Signer Organisation

Signer Role **Execution Date** 

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Act 1987. File Notes:

NIL

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Statement End.

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# Department of Environment, Land, Water & Planning

# **Electronic Instrument Statement**

Mortgage Form version 1.5

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Status Registered Dealing Number AW330767G

Date and Time Lodged 02/12/2022 12:12:04 PM

**Lodger Details** 

**Lodger Code** 

Name

Address

**Lodger Box** 

Phone

Email

Reference

# **MORTGAGE**

Jurisdiction

**VICTORIA** 

# **Privacy Collection Statement**

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# Estate and/or Interest being mortgaged

**FEE SIMPLE** 

# **Land Title Reference**

12249/564

# Mortgagor

Given Name(s)

**Family Name** 

# Mortgagee

Name

**ACN** 

Address

**Property Name** 

Floor Type

Floor Number

Street Number

Street Name

Street Type

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# Department of Environment, Land, Water & Planning

# **Electronic Instrument Statement**

Mortgage Form version 1.5

Locality

State

Postcode

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

# **Terms and Conditions of this Mortgage**

(a) Document Reference

AA3470

(b) Additional terms and conditions

This Mortgage is collateral with a Loan Agreement of even date and made between the Mortgagor and the Mortgagee to secure the principal sum of \$1,200,000.00 plus interest, costs and charges, and any additional further amounts which may be advanced to the Mortgagor under the Loan Agreement. The Loan Agreement does not contain provisions that affect the essential terms of this Mortgage Instrument.

# **Mortgagee Execution**

- 1. The Certifier has retained the evidence supporting this Registry Instrument or Document.
- The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.
- 3. The Certifier, or the Certifier is reasonably satisfied that the mortgagee it represents,:
  - (a) has taken reasonable steps to verify the identity of the mortgagor or his, her or its administrator or attorney; and (b) holds a mortgage granted by the mortgagor on the same terms as this Registry Instrument or Document.
- 4. The Certifier has taken reasonable steps to verify the identity of the mortgagee or his, her or its administrator or attornev.
- 5. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

Executed on behalf of Signer Name Signer Organisation Signer Role

**Execution Date** 

# **File Notes:**

NIL

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Statement End.

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Document Type	Instrument
Document Identification	AT356532R
Number of Pages	13
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Document Assembled	06/12/2024 10:58

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# Application by a responsible authority for the making of a recording of an agreement Section 181 Planning and Environment Act 1987

# **Privacy Collection Statement**

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Lodged by
Name:
Phone:
Address:
Reference:
Customer code:
The responsible 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.
Land:(volume and folio)
LOT 2 SHOWN ON THE PLAN ATTACHED AS ANNEXURE A TO TO THE ATTACHED AGREEMENT BEING PART OF THE LAND IN CERTIFICATE OF TITLE VOLUME 3297 FOLIO 347
Responsible authority:(full name and address, including postcode)
BAW BAW SHIRE COUNCIL OF CIVIC CENTRE 1 CIVIC PLACE WARRAGUL VICTORIA 3820
Section and act under which agreement is made:
SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987 (VIC)
A copy of the agreement is attached to this application:
YES
Signing:

This document has been copied and made available for the planning process as set out in the Planning and Environment Act 1987.

other purpose.

35271702A

**181PEA** 

Page 1 of 2

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# Application by a responsible authority for the making of a recording of an agreement Section 181 Planning and Environment Act 1987

# **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.

# Certifications

- 1. The Certifier has taken reasonable steps to verify the identity of the applicant.
- 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 legislation and any Prescribed Requirement.

Executed on behalf of

Signer Name

Signer Organisation

Signer Role

Signature

**Execution Date** 

12 June 2020

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35271702A

**181PEA** 

Page 2 of 2

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**BAW BAW SHIRE COUNCIL** 

and

HC

**AGREEMENT** MADE **PURSUANT** TO SECTION 173 OF THE **PLANNING** AND **ENVIRONMENT ACT 1987** 

Property: Crown Allotment 8, Section 11, Township of Longwarry, Parish of **Drouin West** 

Cother purpose.

Level 12, 469 La Trobe Street, Melbourne VIC 3000 PO Box 5146, Melbourne VIC 3001 DX 494 Melbourne T +61 3 9609 1555 F +61 3 9609 1600 info@rk.com.au russellkennedy.com.au

Liability limited by a scheme approved under Professional Standards Legislation.

Ref PZH 303526-00131

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THIS AGREEMENT is made on

28th April

2020

### **PARTIES**

**BAW BAW SHIRE COUNCIL** 1 of 1 Civic Place, Warragul, Victoria 3820 ("Council")

2

("Owner")

### **RECITALS**

- The Council is the responsible authority under the Act for the Scheme. Α
- The Owner is registered or is entitled to be registered as proprietor of the Land. В
- Condition 4 of the Permit provides as follows: C.
  - Prior to Statement of Compliance, 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 of the Agreement and any subsequent amendment, enforcement, removal or other dealing associated with 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 buildings or works authorised by this permit.

HC

The Agreement must include the following details:

- A minimum of 35% of Lot 2 must remain as garden area in accordance with a) the requirement of Clause 32.08-4 and as defined by Clause 73 of the Baw Baw Planning Scheme."
- This Agreement has been entered into in order to: D
  - comply with condition 4 of the Permit;
  - prohibit, restrict or regulate the use or development of the Land;
  - achieve and advance the objectives of planning in Victoria or the objectives of the Scheme in relation to the Land.
- This Agreement is made under Division 2 of Part 9 of the Act. E

# THE PARTIES AGREE THAT:

**DEFINITIONS** 1

In this Agreement:

- "Act" means the Planning and Environment Act 1987. 1.1
- 1.2 this Agreement.

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- 1.3 "Business Day" means Monday to Friday excluding public holidays in Victoria.
- 1.4 "Dwelling" has the same meaning as it has in the Scheme.
- 1.5 "Garden Area" has the same meaning as in the Scheme.
- 1.6 "Land" means the land described as Lot 2 being part of the land within the Scheme contained in certificate of title volume 3297 folio 347.
- 1.7 "Lot 2" means Lot 2 as shown on the Plan.
- 1.8 "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.
- 1.9 "Owner" means the person or persons who are registered or are entitled to be registered as proprietor of an estate in the Land or any part thereof, and includes a mortgagee in possession.
- 1.10 "Permit" means planning permit PLA0103/17 issued by Council on 18 December 2017 as amended from time to time, authorising a two (2) lot subdivision of Crown Allotment 8, Section 11, Township of Longwarry, Parish of Drouin West.
- 1.11 "Plan" means the plan attached as Annexure A to this Agreement.
- "Scheme" means the Baw Baw Planning Scheme or any other planning scheme 1.12 which applies to the Land from time to time.

#### 2 COMMENCEMENT

W

This Agreement comes into force on the date it was made as set out above.

#### 3 **ENDING OR AMENDING**

#### 3.1 Ending or amending

This Agreement ends or is amended in accordance with the Act.

### 3.2 Cancellation or alteration of recording

As soon as reasonably practicable after this Agreement has ended or been amended, the Council must, at the request and at the cost of the Owner, apply to the Registrar of Titles under section 183 of the Act to cancel or alter the recording of this Agreement on the folio of the Register.

# **OWNER'S COVENANTS**

### 4.1 Garden Area requirements

less than 35% of the total area of Lot 2 in accordance with the the pirement process

#### 4.2 Successors in title

Until this Agreement is recorded on the folio of the Register which relates to the Land pursuant to section 181 of the Act, the pwnerkmyst ensure that the Cymen's you

The Owner covenants and agrees that Lot 2 Whitehave an Gat deep Areanthair is nhothed Clause 32.08-4 and as defined by Clause 73 of the Baw Baw Planning Schement Act 1987.

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successors in title give effect to and do all ads and sign all documents which will just only use the document for the purpose specified above and the transport of the specified above and the second specified above above and the second specified above dissemination, distribution or copying of this document is strictly prohibited.

Page 19 of 59

require those successors to give effect to this Agreement including requiring the successors in title to execute a deed agreeing to be bound by the terms of this Agreement. Until that deed is executed, the Owner, being a party to this Agreement, remains liable to perform all of the Owner's obligations contained in this Agreement.

# 4.3 Further assurance

The Owner must do all things necessary (including signing any further agreement, acknowledgment or document) to enable the Council to record this Agreement on the folio of the Register which relates to the Land.

# 4.4 Payment of Council's costs

The Owner agrees to pay on demand to the Council the Council's costs and expenses (including any legal fees incurred on a solicitor-client basis) of and incidental to the preparation, execution, recording and enforcement of this Agreement.

# 4.5 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 becomes mortgagee in possession of the Land.

# 4.6 Indemnity

40

The Owner covenants to indemnify and keep the Council, its officers, employees, agents, workmen and contractors indemnified from and against all costs, expenses, losses or damages which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgement or claim brought by any person arising from or referrable to this Agreement or any non-compliance with this Agreement.

# 4.7 Non-compliance

If the Owner has not complied with this Agreement within 14 days after the date of service on the Owner by the Council of a notice which specifies the Owner's failure to comply with any provision of this Agreement, the Owner covenants:

- 4.7.1 to allow the Council its officers, employees, contractors or agents to enter the Land and rectify the non-compliance;
- 4.7.2 to pay to the Council on demand, the Council's reasonable costs and expenses ("Costs") incurred as a result of the Owner's non-compliance;
- to pay interest at the rate of 2% above the rate prescribed under section 2 of the Penalty Interest Rates Act 1983 on an money which and are due and payable but remain they are paid in full; which are they are paid in full;
- 4.7.4 if requested to do so by the Council the Council a mortgage to secure Agreement,

  Act 1987.

  Act 1987.

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  Act 1987.

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HC

# and the Owner agrees:

- 4.7.5 to accept a certificate signed by the Chief Executive Officer of the Council (or any nominee of the Chief Executive Officer) as prima facie proof of the Costs incurred by the Council in rectifying the Owner's non-compliance with this Agreement:
- that any payments made for the purposes of this Agreement shall be 4.7.6 appropriated first in payment of any interest and any unpaid Costs of the Council and then applied in repayment of the principal sum;
- 4.7.7 that all Costs or other monies which are due and payable under this Agreement but which remain owing shall be a charge on the Land until they are paid in full; and
- 4.7.8 if the Owner executes a mortgage as required by clause 4.7.4, any breach of this Agreement is deemed to be a default under that mortgage.

### 4.8 Standard of works

The Owner covenants to comply with the requirements of this Agreement and to complete all works required by this Agreement as expeditiously as possible at its cost and to the satisfaction of the Council.

### 4.9 Covenants run with the Land

The Owner's obligations in this Agreement are intended to take effect as covenants which shall be annexed to and run at law and in equity with the Land and every part of it, and bind the Owner and its successors, assignees and transferees, the registered proprietor or proprietors for the time being of the Land and every part of the Land.

#### 4.10 Owner's warranty

The Owner warrants and covenants that:

- 4.10.1 the Owner is the registered proprietor (or is entitled to become the registered proprietor) of the Land and is also the beneficial owner of the Land:
- 4.10.2 the execution of this Agreement by the Owner complies with the Registrar's Requirements for Paper Conveyancing Transactions made under section 106A of the Transfer of Land Act 1958;
- 4.10.3 there are no mortgages, liens, charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land which have notisbeen undisclosed byerthe pushalnd searches of the folio of the Register derather diandforthetified riogherocess Council: as set out in the Planning and Environment
- Act 1987 4.10.4 no part of the Land is subject to land is subject t possession or subject to any easements or rights described or referred to in section 42 of the Transfer of Land Act 1958; and
- 4.10.5

until this Agreement is recorded on the folio of the Register which will relates to the Land the Owner and the Owner and agree that you will relates to the Land, the Owner will not sell transfer for the purpose assign, mortgage or otherwise part with possession of the Land or specific above and that any

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Page 21 of 59

5

any part of the Land without first disclosing to any intended purchaser, transferee, assignee or mortgagee the existence and nature of this Agreement.

# 5 GENERAL

# 5.1 No fettering of Council's powers

This Agreement does not fetter or restrict the Council's power or discretion in respect of any of the Council's decision making powers including but not limited to an ability to make decisions under the *Local Government Act 1989*, and the Act or to make or impose requirements or conditions in connection with any use or development of the Land or the granting of any planning permit, the approval or certification of any plans of subdivision or consolidation relating to the Land or the issue of a Statement of Compliance in connection with any such plans.

# 5.2 Time of the essence

Time is of the essence as regards all dates, periods of time and times specified in this Agreement.

# 5.3 Governing law and jurisdiction

This Agreement is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts and tribunals of Victoria and waives any right to object to proceedings being brought in those courts or tribunals.

# 5.4 Enforcement and severability

5.4.1 This Agreement shall operate as a contract between the parties and be enforceable as such in a Court of competent jurisdiction regardless of whether, for any reason, this Agreement were held to be unenforceable as an agreement pursuant to Division 2 of Part 9 of the Act.

14C

5.4.2 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.

# 6 NOTICES

# 6.1 Service of notice

A notice or other communication required or permitted, under this Agreement, to be served on a person must be in writing and may be served:

6.1.1 personally on the person;

This document has been copied and

by leaving it at the person's address servailed this Agreementing process as set out in the Planning and Environment

6.1.3 by posting it by prepaid post addressed to that person at the person's current address for service; or other purpose.

6.1.4 by facsimile to the person's current number notified to the other party.

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#### Time of service 6.2

A notice or other communication is deemed served:

- if served personally or left at the person's address, upon service; 6.2.1
- if posted within Australia to an Australian address, two Business Days 6.2.2 after posting:
- if served by facsimile, subject to the next clause, at the time indicated 6.2.3 on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile; and

if received after 5.00pm in the place of receipt or on a day which is 6.2.4 not a Business Day, at 9.00am on the next Business Day.

### INTERPRETATION 7

140

In this Agreement, unless the contrary intention appears:

- the singular includes the plural and vice versa; 7.1
- a reference to a document or instrument, including this Agreement, includes a 7.2 reference to that document or instrument as novated, altered or replaced from time to time:
- a reference to an individual or person includes a partnership, body corporate, 7.3 government authority or agency and vice versa;
- a reference to a party includes that party's executors, administrators, successors, 7.4 substitutes and permitted assigns;
- words importing one gender include other genders; 7.5
- other grammatical forms of defined words or expressions have corresponding 7.6 meanings;
- a covenant, undertaking, representation, warranty, indemnity or agreement made 7.7 or given by:
  - two or more parties; or 7.7.1
  - a party comprised of two or more persons, 7.7.2

is made or given and binds those parties or persons jointly and severally;

- a reference to a statute, code or other law includes regulations and other 7.8 instruments made under it and includes consolidations amendments, instruments made under it and includes available for the planning process re-enactments or replacements of any of the set out in the Planning and Environment
- 7.9 Agreement;
- if an act must be done on a specified day that is not a Business Day, the act must 7.10

a recital, schedule, annexure or description of the parties forms part of this a recital, schedule, annexure or description of the parties forms part of this information must not be used for any other purpose.

be done instead on the next Business Day acknowledge and agree that you will only use the document for the purpose specified above and that any dissemination, distribution or copying of this document is strictly prohibited.

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Witness ~

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- 7.11 if an act required to be done under this Agreement on a specified day is done after 5.00pm on that day in the time zone in which the act is performed, it is taken to be done on the following day;
- 7.12 a party that is a trustee is bound both personally and in its capacity as trustee;
- 7.13 a reference to an authority, institution, association or body ("original entity") that has ceased to exist or been reconstituted, renamed or replaced or whose powers or functions have been transferred to another entity, is a reference to the entity that most closely serves the purposes or objects of the original entity;
- 7.14 headings and the provision of a table of contents are for convenience only and do not affect the interpretation of this Agreement.

**EXECUTED** as a deed under Division 2 of Part 9 of the Act.

SIGNED SEALED AND DELIVERED on behalf of BAW BAW SHIRE COUNCIL by , Director Planning & Development pursuant to an Instrument of Delegation dated 12 December 2018, in the presence of:	}
Witness	. (co. 9 PM-c. do.
Witness name	<b></b>
SIGNED SEALED AND DELIVERED by in the presence of:	}

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SIGNED SEALED AND DELIVERED by in the presence of:

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# **ANNEXURE A**

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424 / 838 Collins Street Docklands VIC 3008 www.humanhabitats.com.au ABN 48 115 201 356 03 9909 2202

6 August 2025

Principal Statutory Planner Baw Baw Shire Council Submitted via email: planning@bawbawshire.vic.gov.au

Dear

# **SECTION 57A AMENDMENT APPLICATION**

**APPLICATION: AMD0067/24** 

**ADDRESS: 50 DROUIN ROAD, LONGWARRY** 

### 1 Introduction

Human Habitats continues to act on behalf of Duran Investments P/L (the permit applicant) in relation to the abovementioned planning permit amendment application for the land at 50 Drouin Road, Longwarry (the subject site). In response to CFA comments, and following discussions with Council, we wish to formally amend the application under Section 57A of the Planning and Environment Act 1987.

This application is supported by the following documents:

#	Document	Prepared by
1.	Cover Letter	Human Habitats dated 6 August 2025
2.	Application Form	-
3.	Concept Plan	Onemilegrid
4.	Traffic Letter	Onemilegrid dated 15 July 2025

Several meetings and email exchanges have taken place with Council regardings the council regardings and email exchanges have taken place with Council regardings the council regardings and email exchanges have taken place with Council regardings the council regardings and email exchanges have taken place with Council regardings the council regardings the council regardings and email exchanges have taken place with Council regardings the council regarding the council regardings the council regardings during which traffic and waste matters have been thoroughly discussed. Comed and waste matters have been thoroughly discussed. Comed and waste matters have been thoroughly discussed. support for the proposed amendment via email on 31 July 2025.

as set out in the Planning and Environment Act 1987.

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### 2 **Proposed Amendment**

This amendment seeks to introduce a temporary "exit only" arrangement from the development to Drouin Road during Stage's 1 and 2. Subsequently, the full-directional intersection is to be constructed as part of Stage 3.

Specifically, a 3.5-metre-wide single-lane access will be constructed during Stage 1 and used throughout Stages 1 and 2 as an interim measure, providing a direct exit route from the development to Drouin Road. This access will be restricted to vehicles only, with appropriate signage and line-marking to reinforce the exit-only function.

In addition, and as part of a separate agreement with Council relating to the permit application on the adjacent land (ref: PLA0281/23), dwellings at 60 Drouin Road will not be occupied until Stage 3 of the development at 50 Drouin Road is completed, which includes construction of the full Drouin Road intersection.

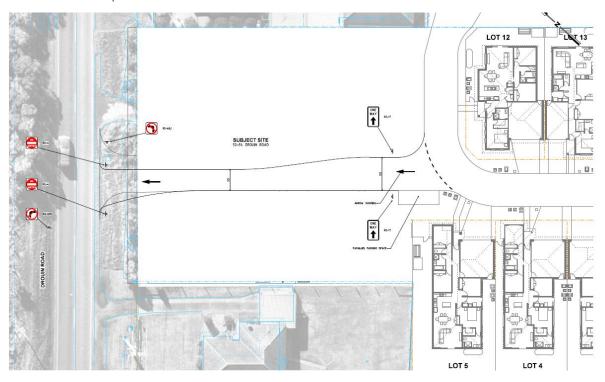


Figure 1 - Proposed Concept Plan prepared by Onemilegrid

### 2.1 Traffic and Waste

The proposed arrangement is expected to have minimal impact on the operation of Flame Street and Gaslight Street, with traffic volumes remaining well within the capacity of both roads. Waste will be managed via private collection, as directed by Council, with collection vehicles able to turn around on-site and exit the site in a forward direction.

Please refer to the enclosed Traffic Letter prepared by Onemilegrid for further details.

### 3 **Permit Conditions**

We have identified the below consequential amendments to the conditions of the identified the below consequential amendments to the conditions of the identified the below consequential amendments to the conditions of the identified the below consequential amendments to the conditions of the identified the below consequential amendments to the conditions of the identified the below consequential amendments to the conditions of the identified the below consequential amendments to the conditions of the identified were provided to Council in the Section 72 Amendment Application on 18th the ade available for the planning process

### 3.1 Condition 1

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Permit Condition 1 (and relevantly Condition 1g-iv) currently reads:

Prior to the commencement of development and certification of the average and the commencement of development, you satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority must be submitted to and approved by the Responsible Authority must be submitted to and approved by the Responsible Authority must be submitted to and approved by the Responsible Authority must be submitted to and approved by the Responsible Authority must be submitted to and approved by the Responsible Authority must be submitted to and approved by the Responsible Authority must be submitted to and approved by the Responsible Authority must be submitted to and approved by the Responsible Authority must be submitted to and approved by the Responsible Authority must be submitted to and approved by the Responsible Authority must be submitted to and approved by the Responsible Authority must be submitted to and approved by the Responsible Authority must be submitted to an approved by the Responsible Authority must be submitted to an approved by the Responsible Authority must be submitted to an approved by the Responsible Authority must be submitted to an approximate the Responsible Authority must be submitted to an approximate the Responsible Authority must be submitted to an approximate the Responsible Authority must be submitted to an approximate the Responsible Authority must be submitted to an approximate the Responsible Authority must be submitted to an approximate the Responsible Authority must be submitted to an approximate the Responsibility must be submitted to an approximate the Responsibility must be submitted to an approximate the Responsibility must be submitted to a subm Authority. When approved, the plans will be endorsed and will then don't weetthet department for the purpose

as set out in the Planning and Environment Act 1987.

The information must not be used for any other purpose.

specified above and that any dissemination, distribution or copying of this document is strictly prohibited.

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must be generally in accordance with the Plans prepared by Ronnie Whitton Design, Revision C, dated 20 October 2023, and submitted with the application, but modified to show:

Amendments to the plans arising as a result of: the Landscape Plan required in accordance with Condition 3;

the Head, Transport for Victoria in accordance with Conditions 39-48;

It is proposed to amend Condition 1 to allow for staging of the works, and to partition the required roadworks to Drouin Road in association with Stage 3 of the development. To facilitate this, the Condition is proposed to be amended as follows:

- Condition 1
  - Alter wording to 'Prior to commencement of development and certification of plans for Stage 1 and Stage 2...'
  - (g) Alter wording to delete 'iv. the Head, Transport for Victoria in accordance with Conditions 39-49'
- Introduce new condition (1h) that states 'Prior to the commencement of development and certification of plans of Stage 3, amended plans must be submitted to satisfaction of the Responsible Authority. When approved, the plans will be endorsed and will then form part of the permit. The plans must be modified to show amendments to the plans arising as a result of the Head, Transport for Victoria in accordance with Conditions 39-49.

### 3.2 **Proposed Conditions**

The proposed interim arrangement is to be addressed via suitably worded conditions to the Permit. Suggested conditions have previously been provided to Council, and are provided below:

- Prior to the commencement of development, amended Plans to the satisfaction of the Responsible Authority must be submitted to and approved by the Responsible Authority. Plans modified to show:
- A Staging Plan incorporating an exit only arrangement during Stage's 1 and 2, and construction of Drouin Road access during Stage 3
- Prior to the occupation of development within Stages 1 and 2, the proposed access to Drouin Road must be constructed and clearly signed and line-marked as an "exit-only" vehicle access point in accordance with the endorsed plans to the satisfaction of the Responsible Authority.
- As part of Stage 3, the permit holder must design and construct the Drouin Road intersection generally in accordance with the endorsed plans, to the satisfaction of the Responsible Authority and the Head, Transport for Victoria
- All necessary signage and line marking must be installed at the exit point to ensure compliance with the exitonly arrangement and to guide traffic safely, to the satisfaction of the Responsible Authority.
- The exit-only arrangement is approved as an interim measure. Upon completion of Stage 3 and construction of the full Drouin Road intersection, the access point is to be for full two-way access.

### 4 **Request for Waived Fee**

Following discussions with Council, we understand that consideration may be given to waiving the amendment process fee of \$581.36 (equivalent to 40% of the original application fee of \$1,453.453) as set out in the planning and Environment fee be waived, noting that the amendment solely introduces an interim access arrangement in response to CFA's referral. Importantly, the overall application scope, to introduce three development stages for any As such, we are of the view that the amendment does not warrant an additional feeting. formally amended as requested by Council.

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# 5 Conclusion

We trust the above and enclosed material will allow Council to undertake a thorough assessment of this amendment and progress the application expeditiously.

Yours sincerely

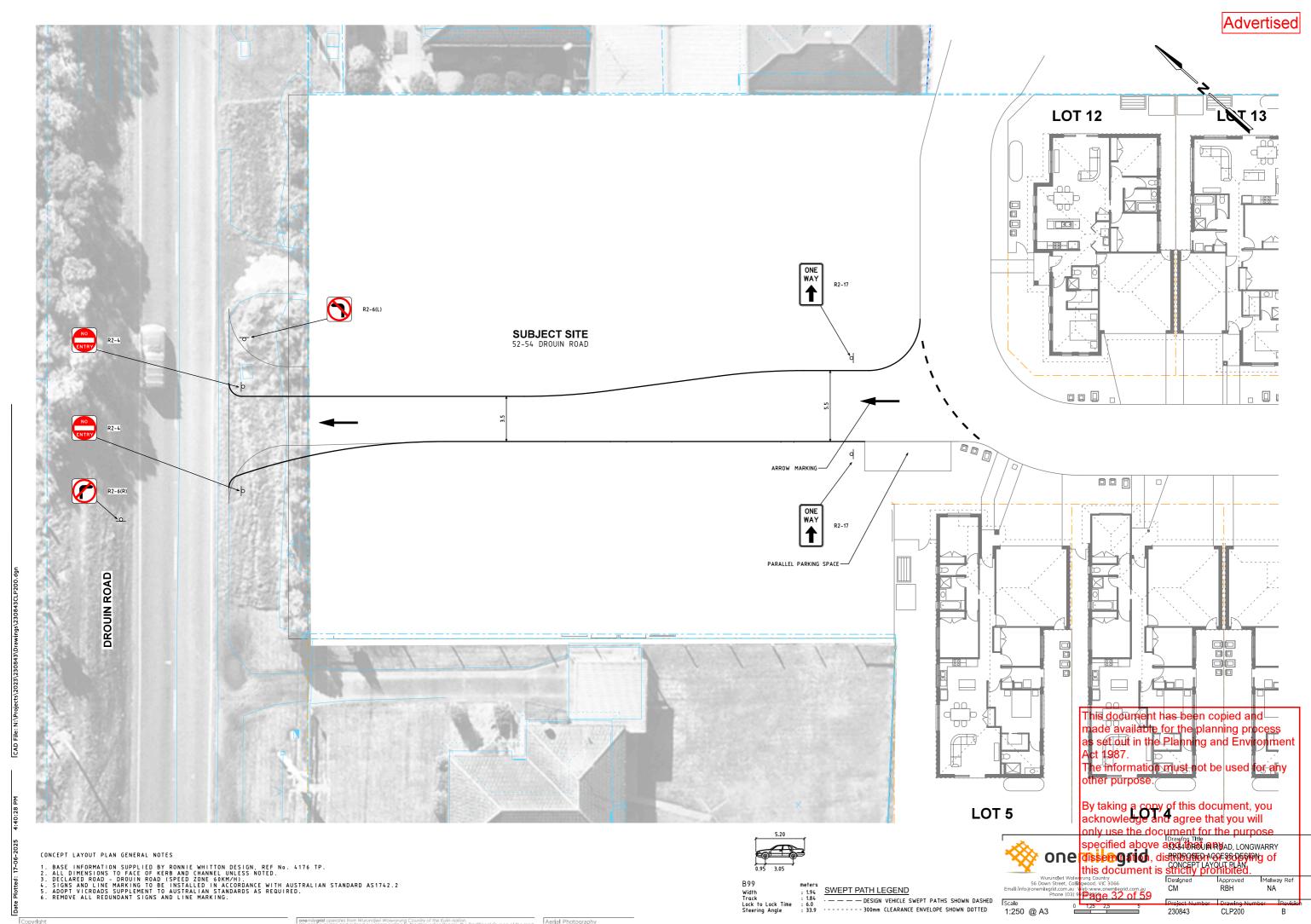
Town Planner

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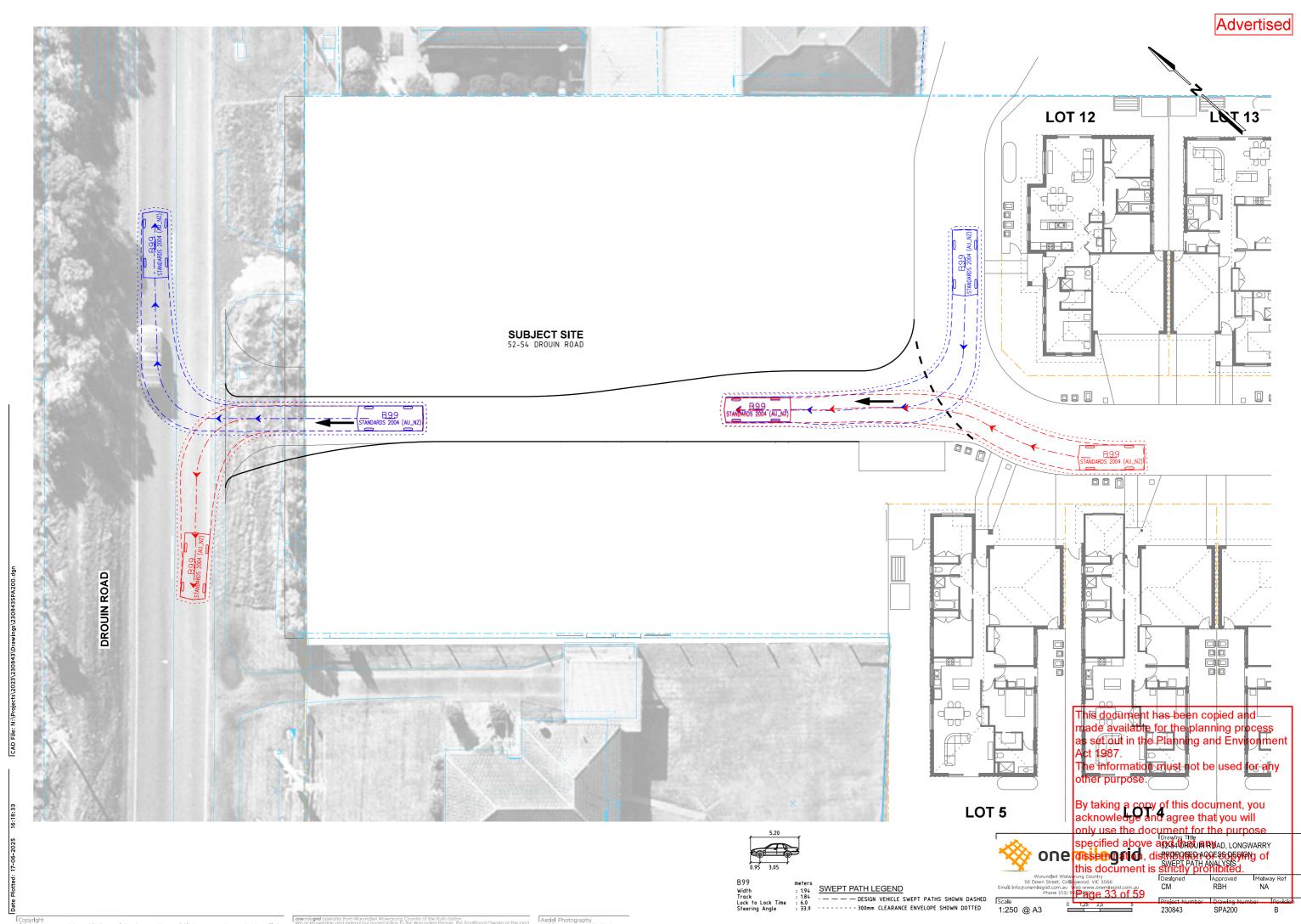
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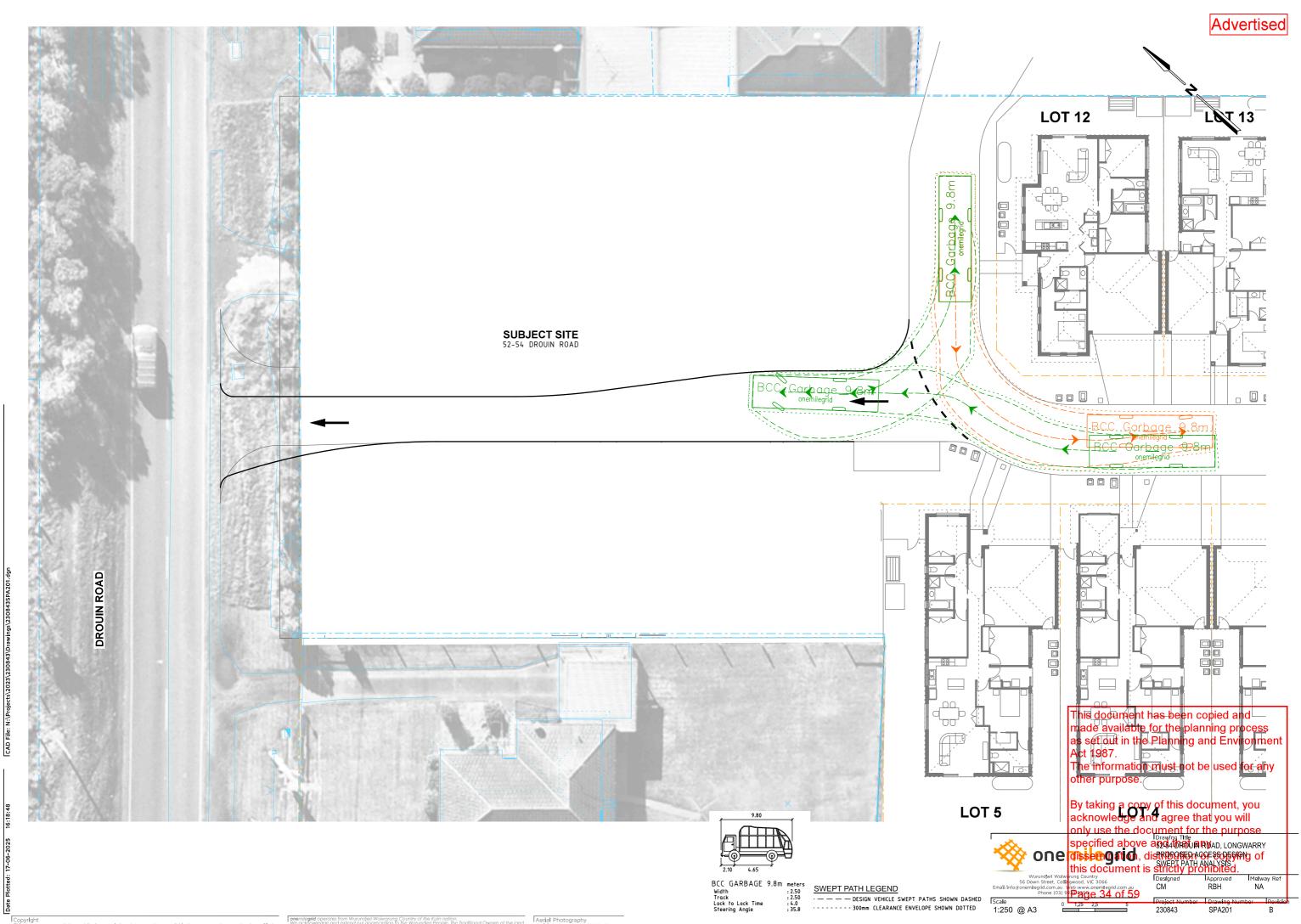
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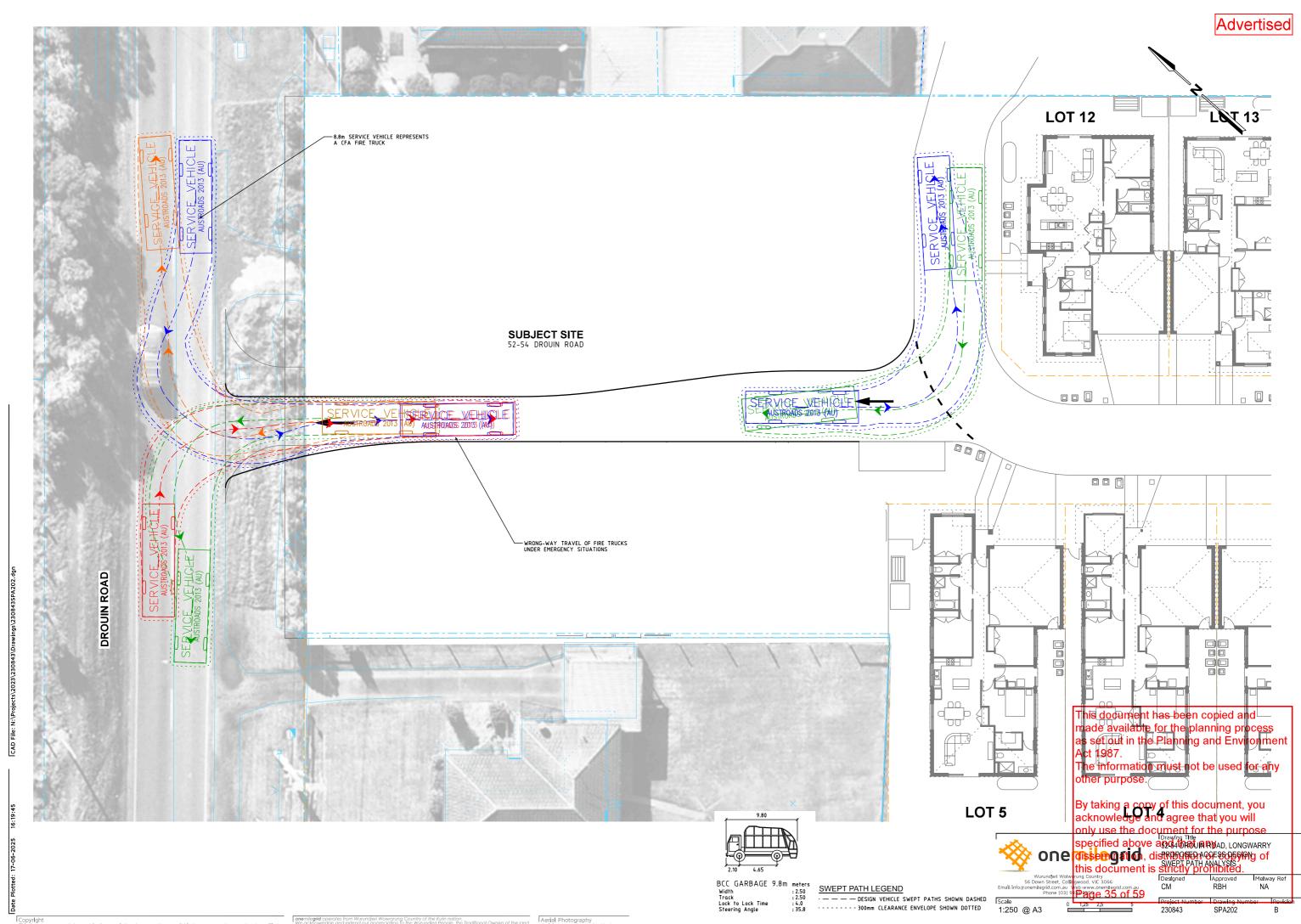
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15 July 2025

ABN: 79 168 115 679 Wurundjeri Woiworung Country 56 Down Street COLLINGWOOD, VIC 3066

www.onemilegrid.com.au

**Human Habitats** 

Via email:

Attention:

# 52-54 Drouin Road, Longwarry

Transport Impact Assessment

Dear

onemilegrid has previously undertaken a Transport Impact Assessment of the proposed residential development at 52-54 Drouin Road, Longwarry, as contained in our report dated 20 February 2025.

Following liaison and requests for further information, modifications to the site access is now proposed, specifically in relation Stages 1 and 2.

In order to provide a secondary outlet for residential traffic during Stages 1 and 2 (under both normal and emergency conditions), an additional egress only driveway is proposed to be provided during Stage 1 to connect directly to Drouin Road. This driveway will continue to provide egress only during Stage 2, and will be converted to fully directional during Stage 3. A concept plan for the proposed egress only driveway is attached.

It is noted that the proposed egress driveway has been discussed with and endorsed by Department of Transport and Planning (DTP).

In relation to traffic distribution, the addition of the proposed earess driveway is expected to result in a reduction in the volume of traffic utilising Flame and Gaslight Streets up to the completion of Stage 2. In this regard, the Transport Impact Assessment previously prepared by one milegrid provided a conservative assessment of the expected traffic impact on Flame and Gaslight Street, and the intersection of Flame Street with Drouin Road, by applying the full development traffic generation (including Stage 3, and the adjacent development at 60 Drouin Road) to Flame and Gasliaht Streets.

Practically, whilst all traffic entering the subject site will utilise Flame and Gaslight Streets, it is expected that only a very small proportion of exiting traffic (less than 5%) will utilise Flame and Gaslight Streets. This is due to the more direct nature of the direct exit to Drouin Road when compared to Flame and Gaslight Streets. Consequently, based on the traffic generation rates utilised previously, the following traffic volumes are anticipated to be generated by the subject site, onto both Flame Street (and Gaslight Street), or direct to Drouin Road, including both Stage 1 and 2 of the proposed development. Occupancy of the adjacent site at 60 Drouin Road is not to occur until full completion of Stage 3 works at 52-54 Drouin Road and the reference with additional teachers and made available for the planning process vehicle movements.

Table 1 Anticipated Traffic Generation – via Drouin Road / Flame Street intersection

Period	Access Route	Inbound	Outboundose.	Total
AM Peak	Drouin Road	0	_ 8	8
	Flame Street	4	By taking a copy of this document, you acknowledge and agree that you will	
PM Peak	Drouin Road	0	only use the document for the purpose	
	Flame Street	7	specified above and that any	
			dissemination, distribution or copying of this document is strictly prohibited.	
52-54 Drouin Road, Longwarry Transport Impact Assessment				Page 1

230843TIA002B-F.docx 15 July 2025

rage 1

as set out in the Planning and Environment



It is shown that no more than 8 vehicles per hour are expected to utilise the Flame and Gaslight Street route to access the site, assuming development and occupancy of Stages 1 and 2 at 52-54 Drouin Road.

This is considered to be a very low volume by traffic engineering standards, and is equivalent to approximately 1 vehicle movement every 7 minutes during peak periods. Outside of the peak hours, traffic volumes will obviously be considerably lower.

This traffic is expected to have a minimal impact on the operation of Flame Street and Gaslight Street, and traffic volumes on these streets are expected to remain will within the capacity of the road cross-section.

Furthermore, on development of Stage 3 of the subject site and of 60 Drouin Road, the fully directional access will be provided to Drouin Road, and traffic volumes will further reduce on Flame Street and Gaslight Street.

Considering the above, the proposed provision of an egress driveway direct to Drouin Road is expected to result in a reduction in traffic utilising Flame Street and Gaslight Street (when compared to the previous proposal), with only a very small amount of traffic anticipated to use Flame Street and Gaslight Street, which will remain well within the capacity of the existing road cross-sections.

Please do not hesitate to contact the undersigned, should you wish to discuss the above. Yours sincerely

**Director - Senior Engineer** 

#### onemilegrid

m: d:

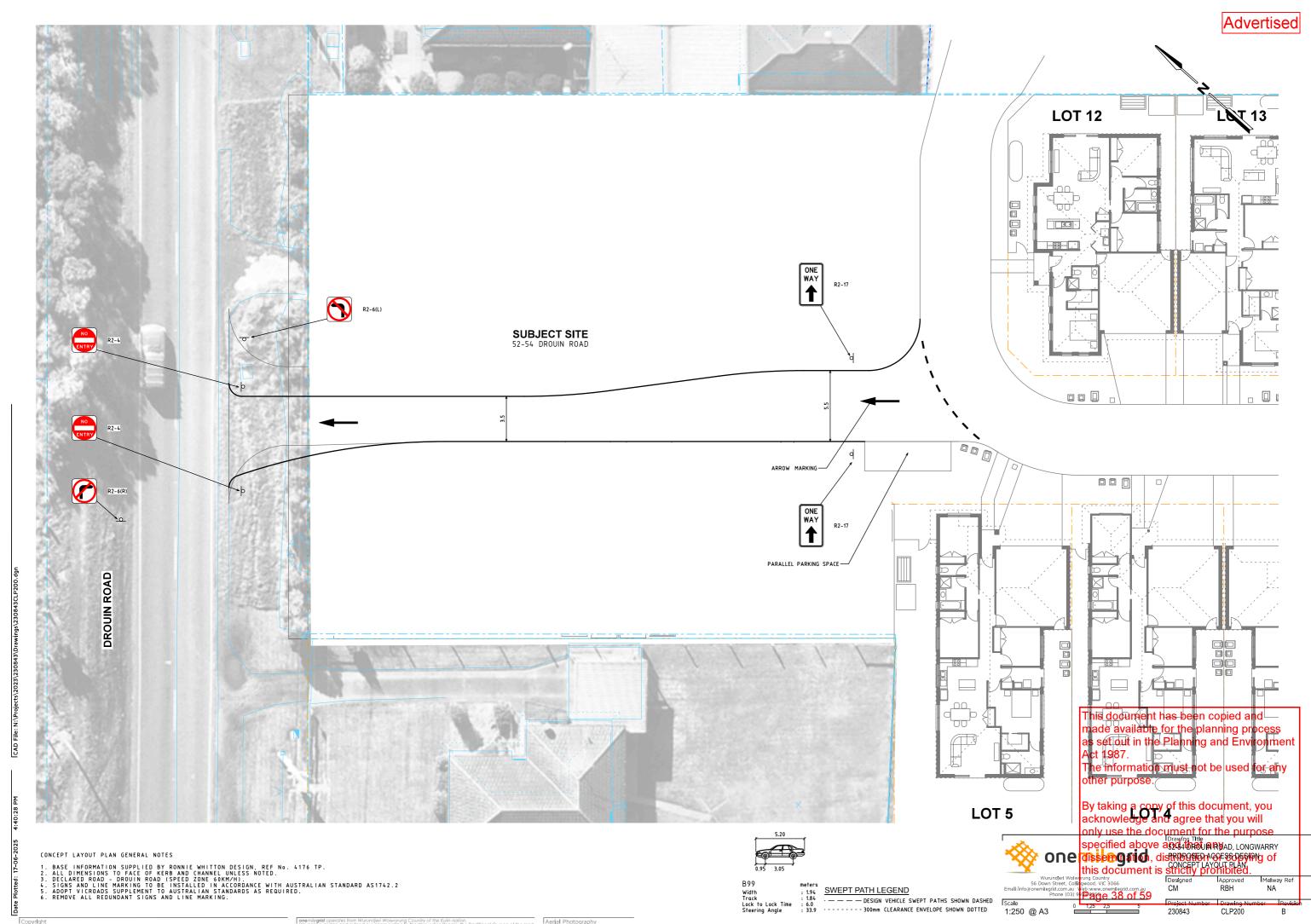
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Att: Concept Plan

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proposed unit development

# Unit Development 52-54 Drouin Road Longwarry

client

#### DRAWING SCHEDULE

# SHEET TITLE 01 —— SURVEY PLAN 02 —— DESIGN RESPONSE SITE PLAN 02A —— STAGING PLAN 03 —— GARDEN AREA PLAN 04 —— AREA ANALYSIS 05 —— UNITS 1 + 21 06 —— UNITS 2 + 20 07 —— UNITS 3 + 4 08 —— UNITS 5 + 20 09 —— UNITS 6 + 7 10 —— UNITS 10 + 11 12 —— UNITS 10 + 11 12 —— UNITS 12 + 13 13 —— UNITS 14 + 15 14 —— UNITS 16 + 17 15 —— UNITS 18 + 19 16 —— SITE ELEVATIONS 17 —— SHADOW DIAGRAM 9αm 18 —— SHADOW DIAGRAM 3pm

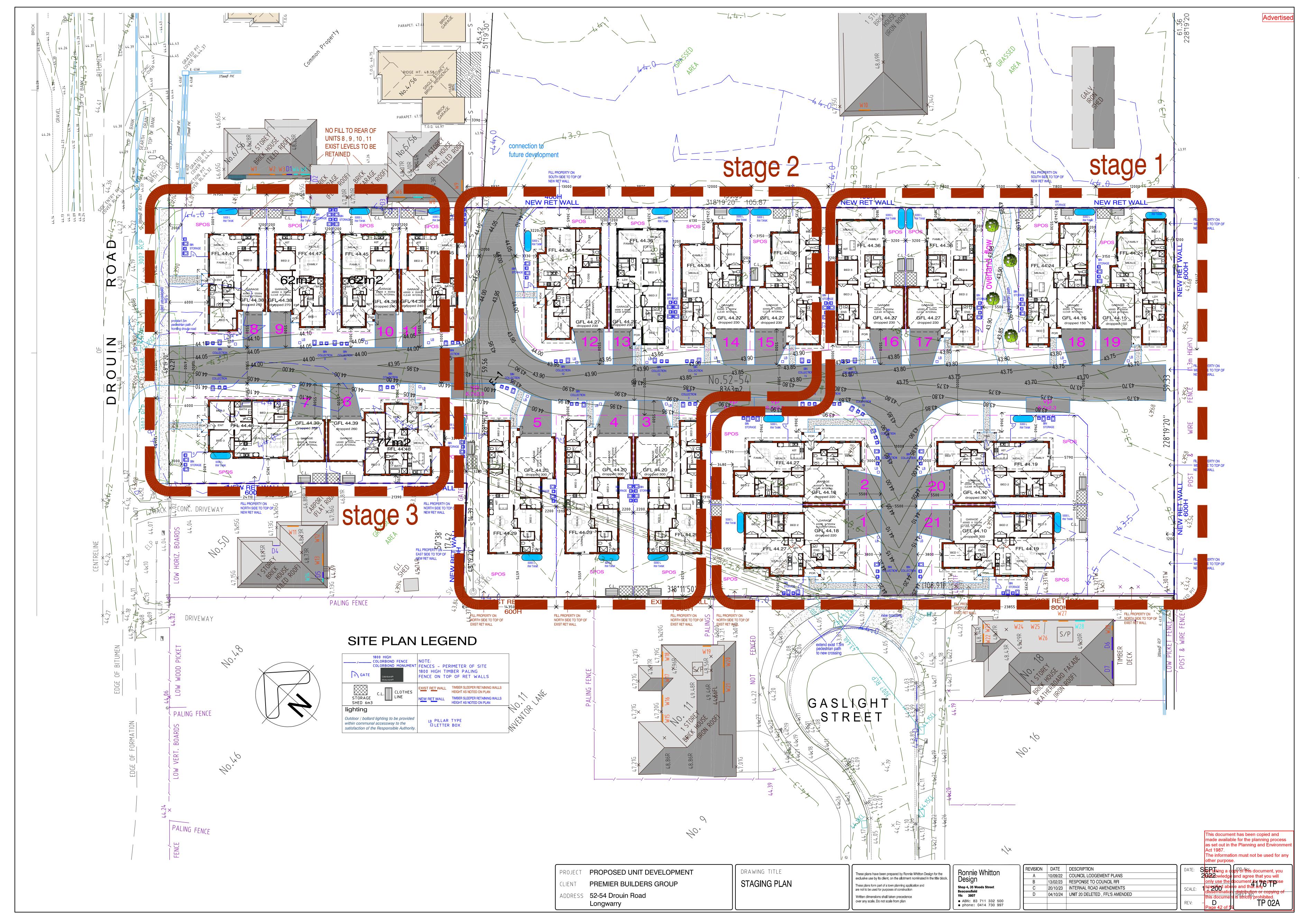
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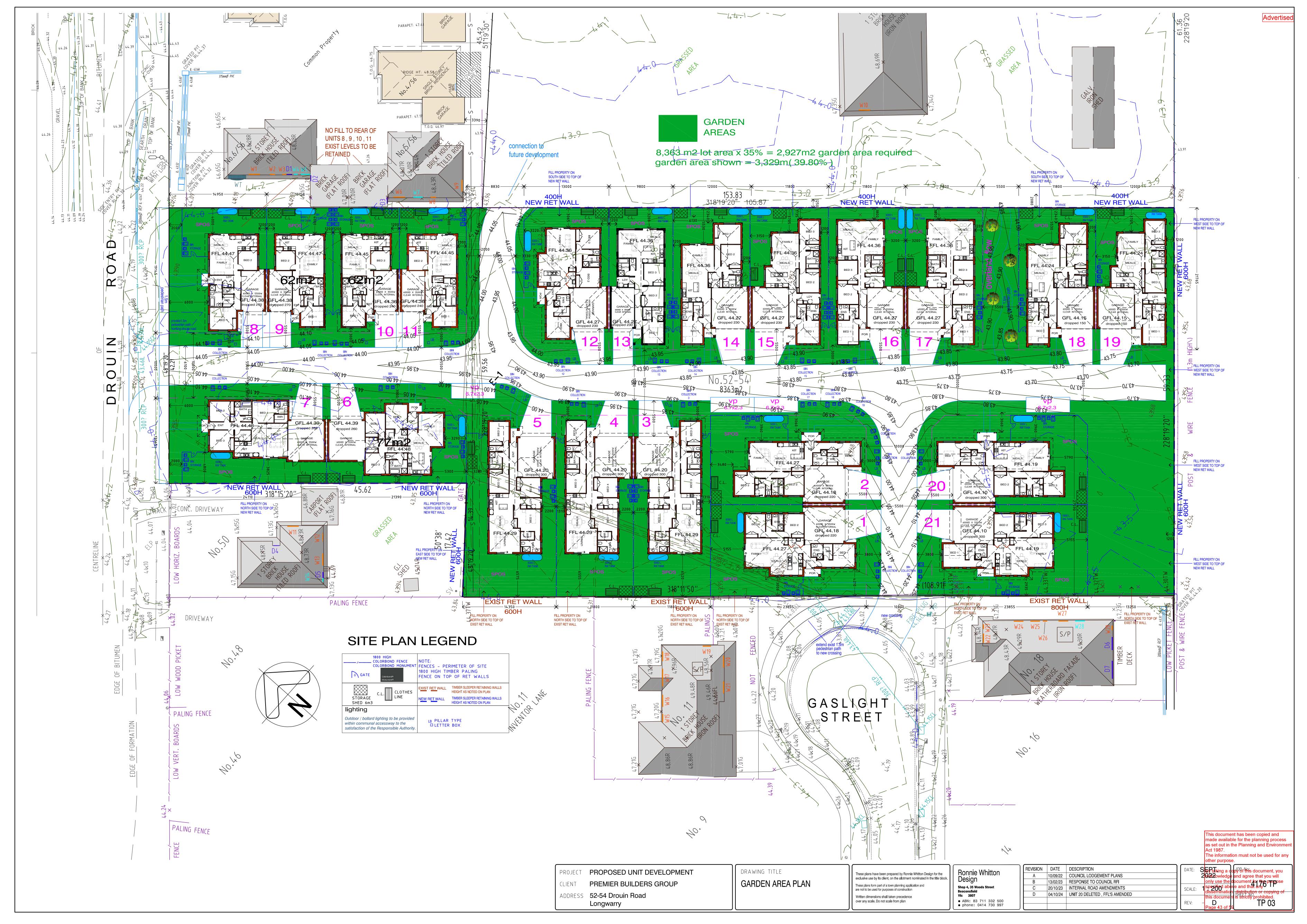
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# AREA ANALYSIS

UNIT LOT AREA NUMBER A + B COMBINED	RESIDENCE FLOOR AREA	GARAGE FLOOR AREA	PORCH AREA	TOTAL BUILDINGS AREA RESIDENCE , GARAGE , PORCHES	OUTDOOR PAVED AREAS	DRIVEWAY + ROAD AREAS	TOTAL HARD  SURFACE  COVERAGE	SECLUDED PRIVATE OPEN SPACE - SPOS MIN. 3m WIDE	PRIVATE OPEN SPACE - TOTAL
1	116.12m2	36.34m2	2.57m2	155.03m2			1	104m2	115 m 2
2	116.12m2	36.19m2	4.00m2	156.31m2			2	91m2	104m2
3	133.76m2	36.30m2	2.36m2	172.42m2			3	77m2	126m2
4	133.76m2	36.30m2	2.36m2	172.42m2			Z <sub>+</sub>	77m2	126m2
5	133.76m2	36.30m2	2.36m2	172.42m2			5	156m2	181m2
6	116.12m2	37.00m2	2.70m2	155.82m2			6	63m2	76m2
7	106.50m2	37.15m2	1.98m2	145.63m2			7	89m2	89m2
8	88.27m2	24.32m2	1.98m2	114.57m2			8	66m2	73m2
9	85.95m2	23.48m2	1.60m2	111.02m2			9	41m2	61m2
10	85.95m2	23.48m2	1.75m2	111.18m2			10	41m2	61m2
11	85.95m2	23.48m2	1.75m2	111.18 m 2			11	41m2	64m2
12	116.12m2	36.34m2	2.57m2	155.03m2			12	50m2	71m2
13	107.76m2	23.47m2	3.25m2	134.48m2			13	28m2	59m2
14	116.12m2	35.66m2	2.00m2	153.78m2			14	34m2	75m2
15	116.12m2	36.30m2	3.00m2	155.42m2			15	43m2	78m2
16	116.12m2	35.66m2	2.00m2	153.78m2			16	38m2	74m2
17	116.12m2	35.66m2	2.00m2	153.78m2			17	38m2	74m2
18	116.12m2	35.66m2	2.00m2	153.78m2			18	34m2	75m2
19	116.12m2	36.30m2	3.00m2	155.42m2			19	43m2	79m2
20	116.12m2	36.19m2	4.00m2	156.31m2			21	89m2	102m2
21	116.12m2	36.34m2	2.57m2	155.03m2			22	102m2	113m2
TOTALS 8,363m2				3,104.81m2 37.1% SITE COVERAGE	200m2	1,778m2	5,082.81m2 60.7% IMPERMEABLE		

PROJECT PROPOSED UNIT DEVELOPMENT

CLIENT PREMIER BUILDERS GROUP

ADDRESS 52-54 Drouin Road

Longwarry

DRAWING TITLE

GARDEN AREA PLAN

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Design

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Vic 3807

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• phone: 0414 730 997

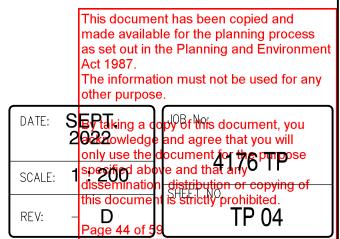
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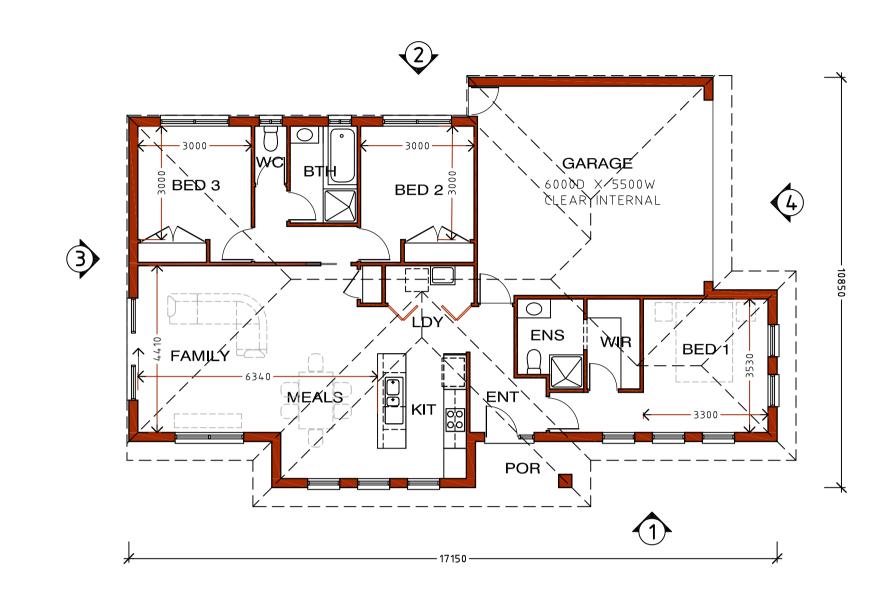


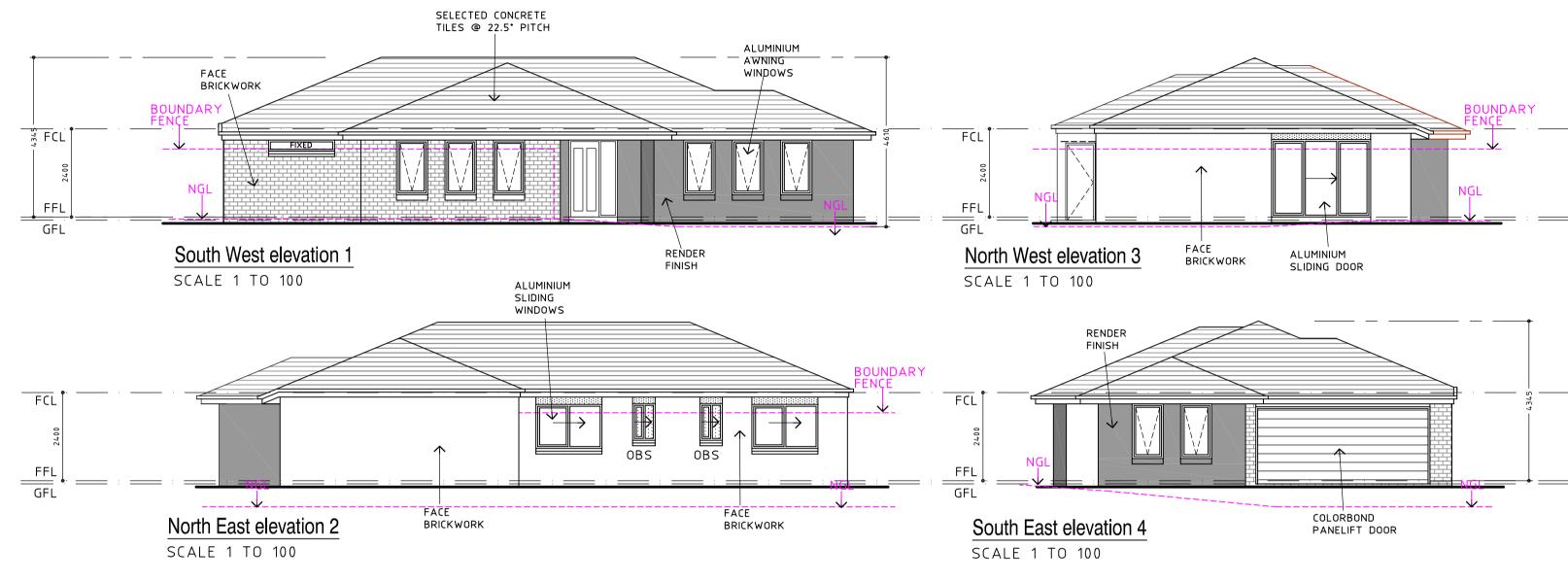


AREA ANALYSIS

RESIDENCE 116.12m2 - 12.50sq
GARAGE 36.34m2 - 3.91sq
PORCH 2.57m2 - 0.28sq

TOTAL AREA 155.03m2 - 16.69sq



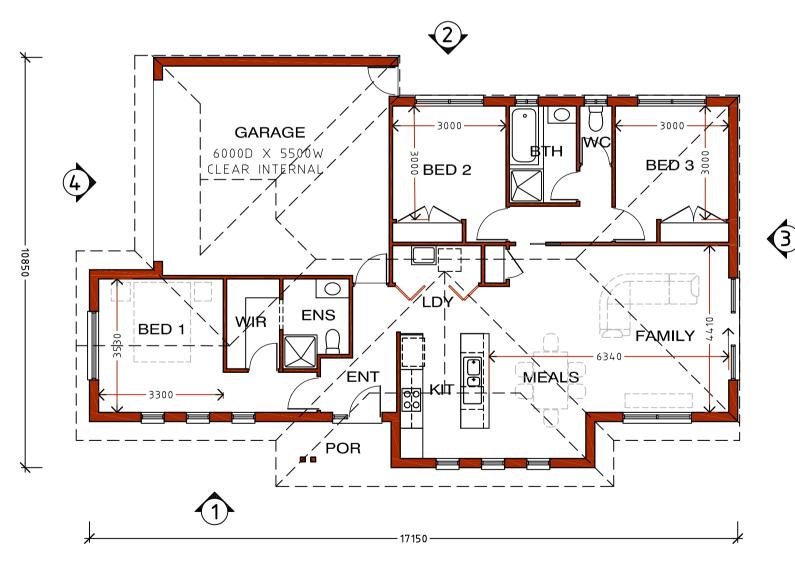


### unit 21

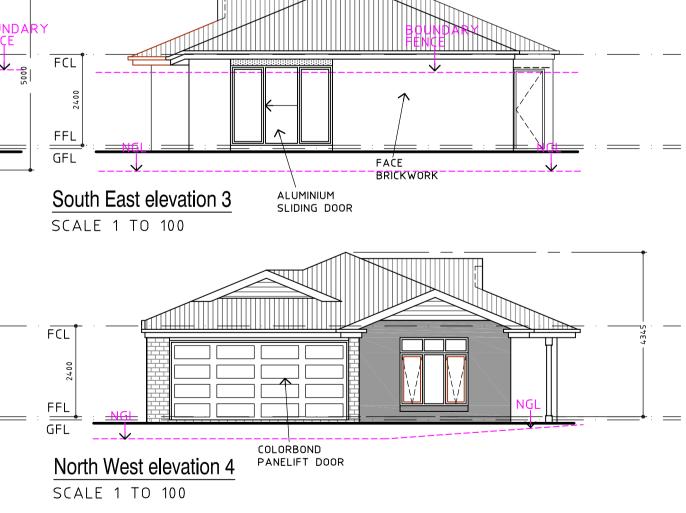
AREA ANALYSIS

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GARAGE 36.34m2 - 3.91sq
PORCH 2.57m2 - 0.28sq

TOTAL AREA 155.03m2 - 16.69sq







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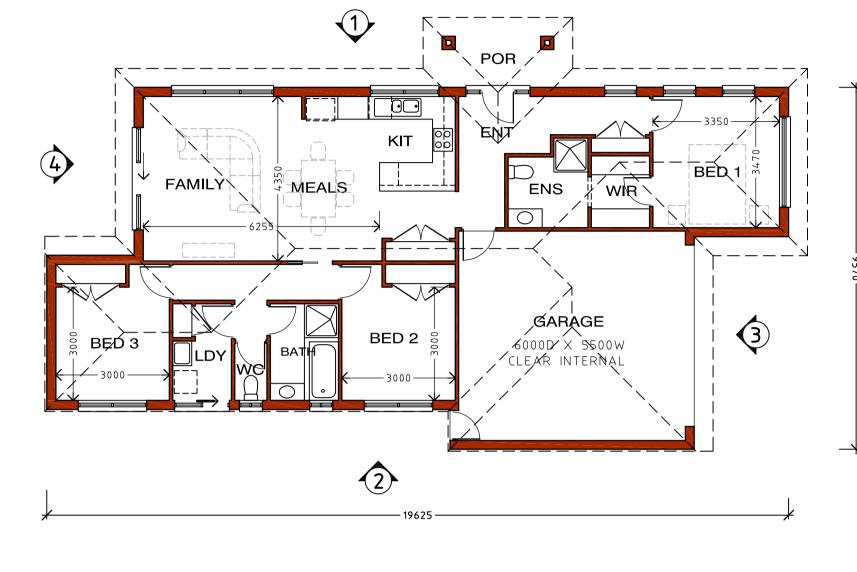
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AREA ANALYSIS

116.12m2 - 12.50sq RESIDENCE 36.19m2 - 3.89sq **GARAGE** PORCH 4.00m2 - 0.43sq

TOTAL AREA 156.31m2 - 16.82sq







SCALE 1 TO 100

## unit 20

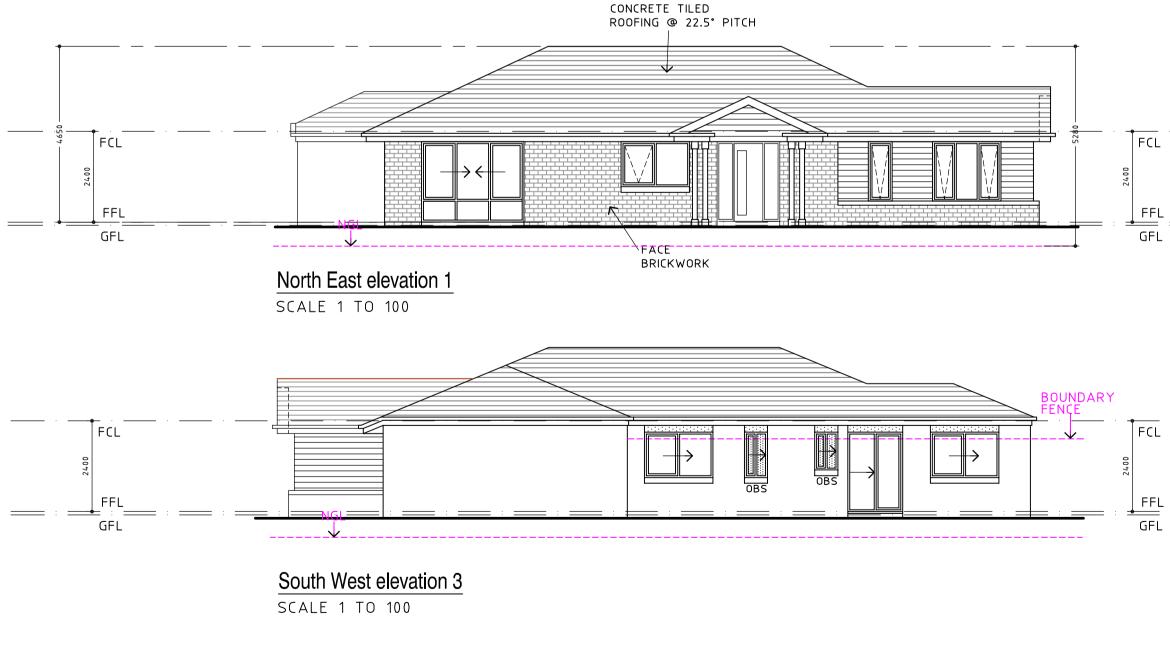
AREA ANALYSIS

TOTAL AREA

RESIDENCE GARAGE 116.12m2 - 12.50sq 36.19m2 - 3.89sq PORCH 4.00m2 - 0.43sq

156.31m2 - 16.82sq

--FAMILY MEALS 60000 × 5500W CLEAR INTERNAL





South East elevation 4 SCALE 1 TO 100

PROJECT PROPOSED UNIT DEVELOPMENT PREMIER BUILDERS GROUP CLIENT

ADDRESS **52-54 Drouin Road** Longwarry

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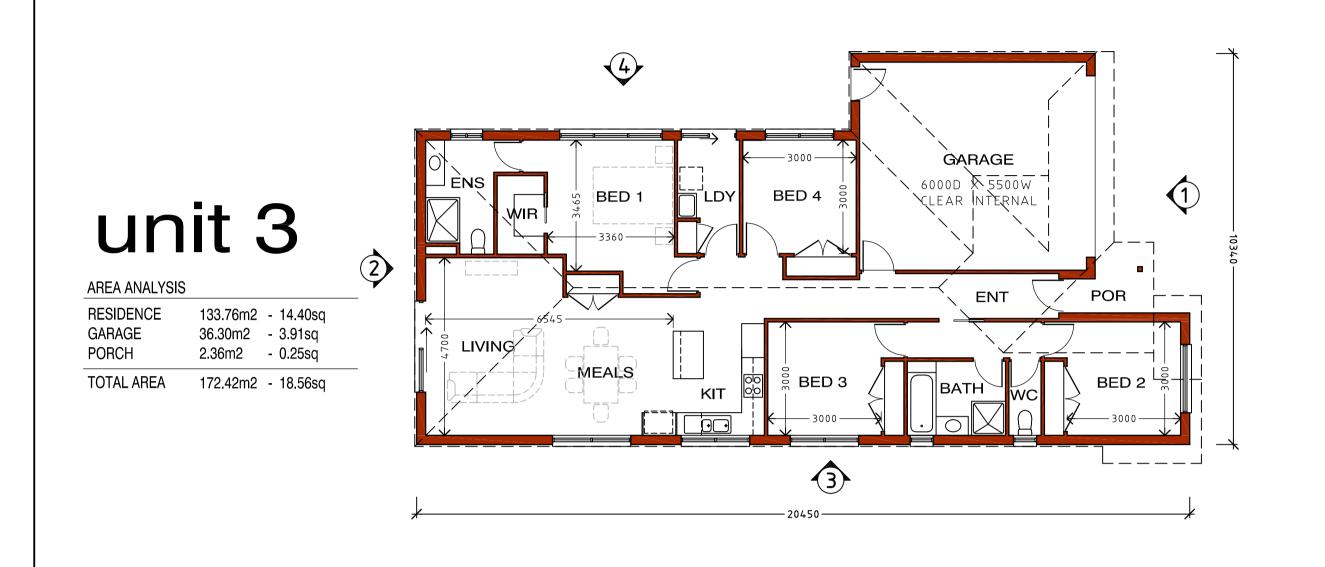
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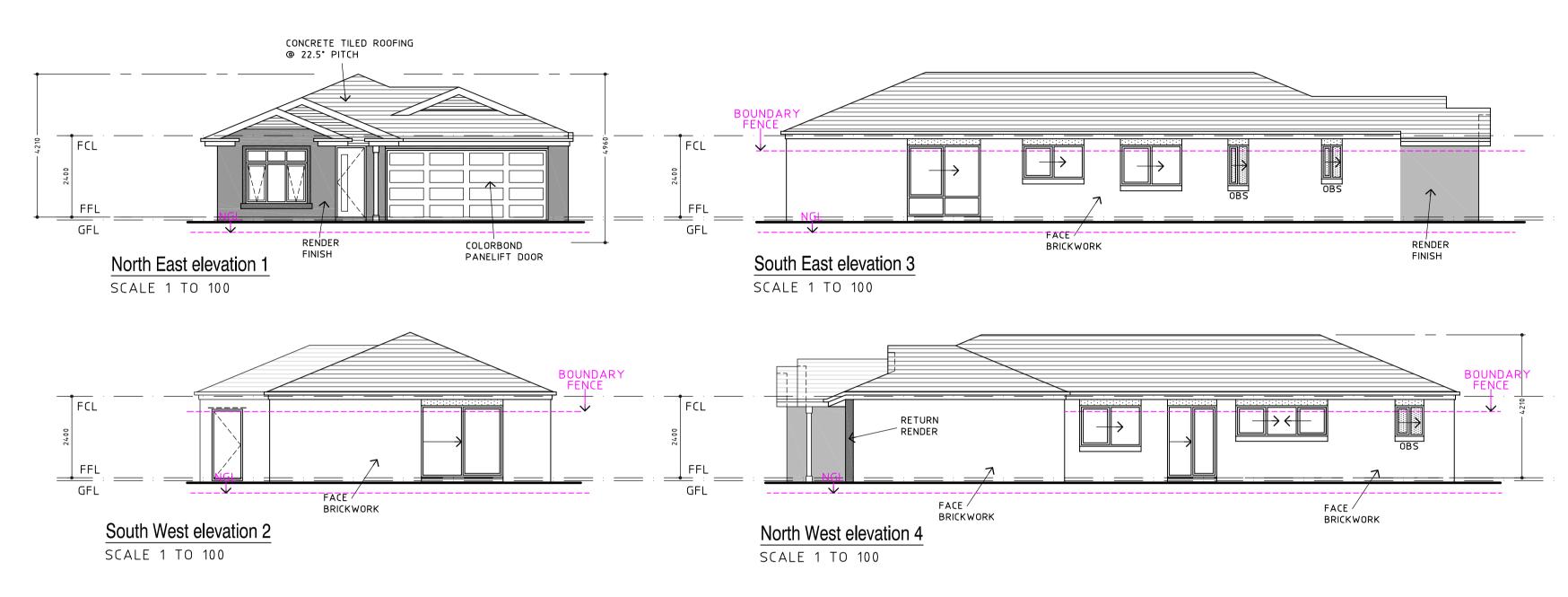
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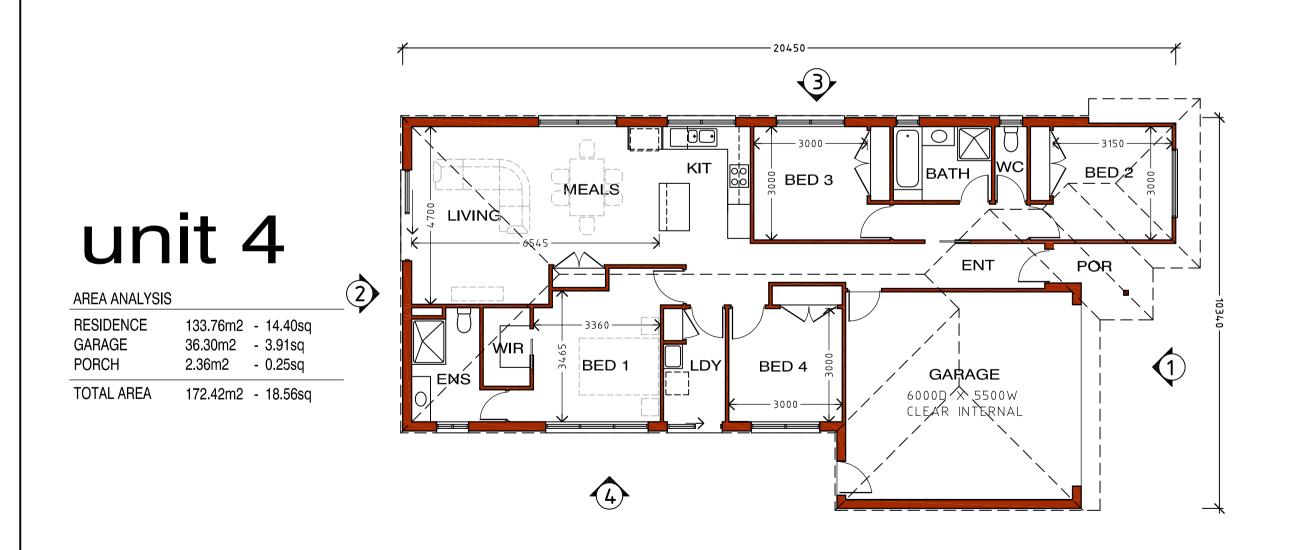
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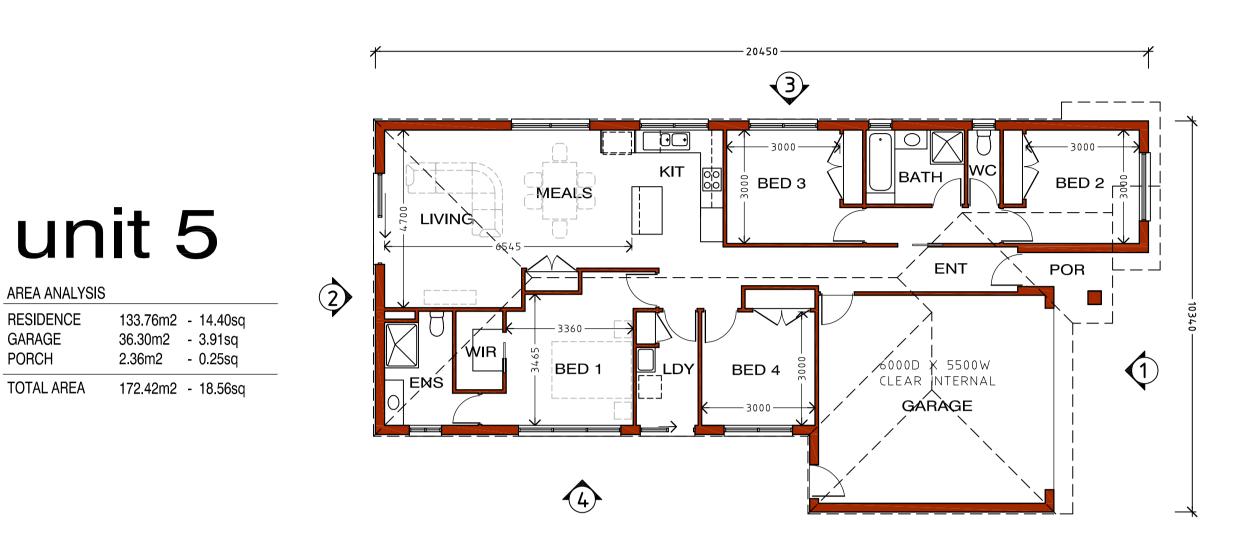
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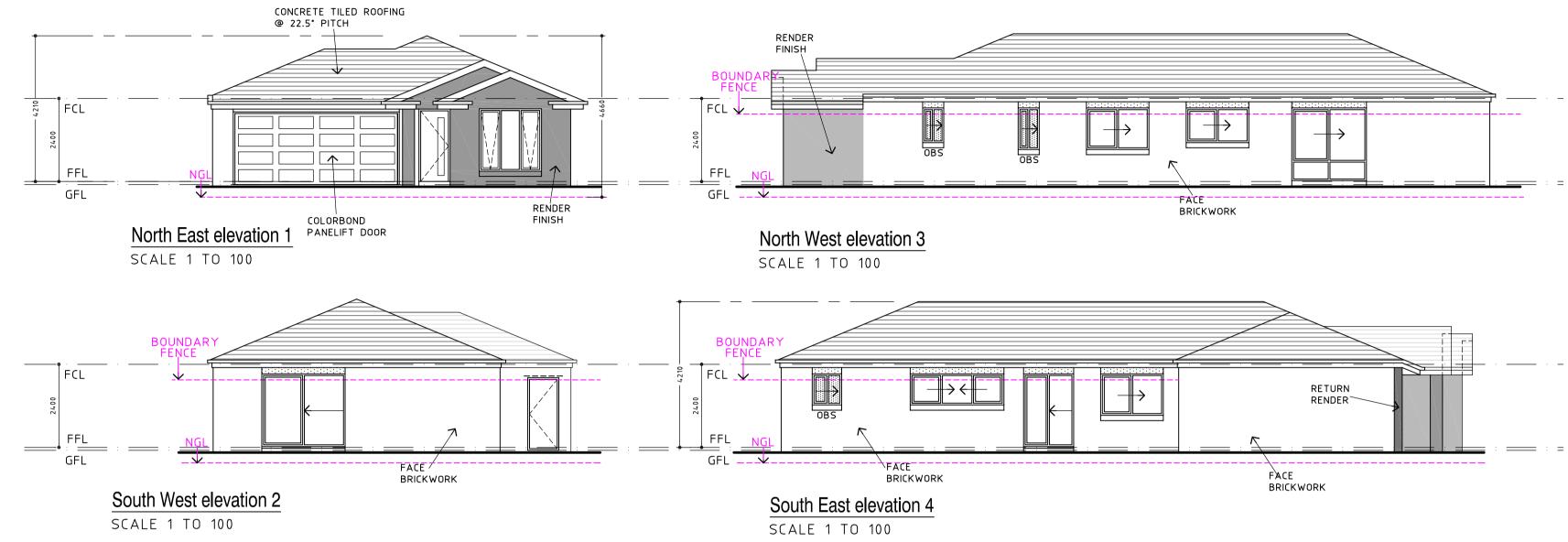
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AREA ANALYSIS

TOTAL AREA



PROJECT PROPOSED UNIT DEVELOPMENT PREMIER BUILDERS GROUP CLIENT ADDRESS **52-54 Drouin Road** 

Longwarry

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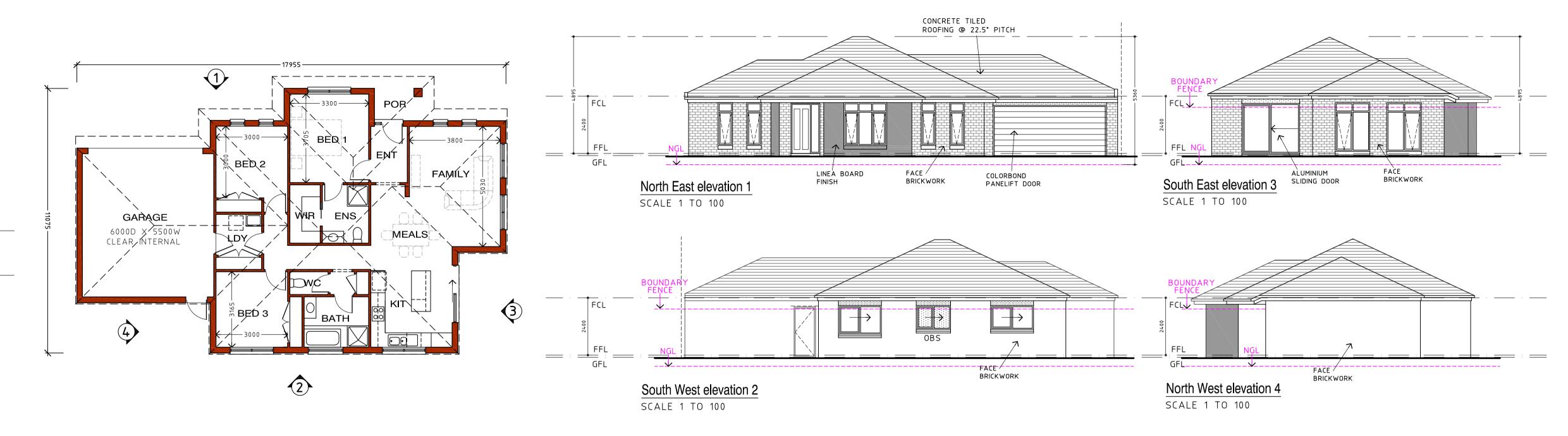
#### unit 6

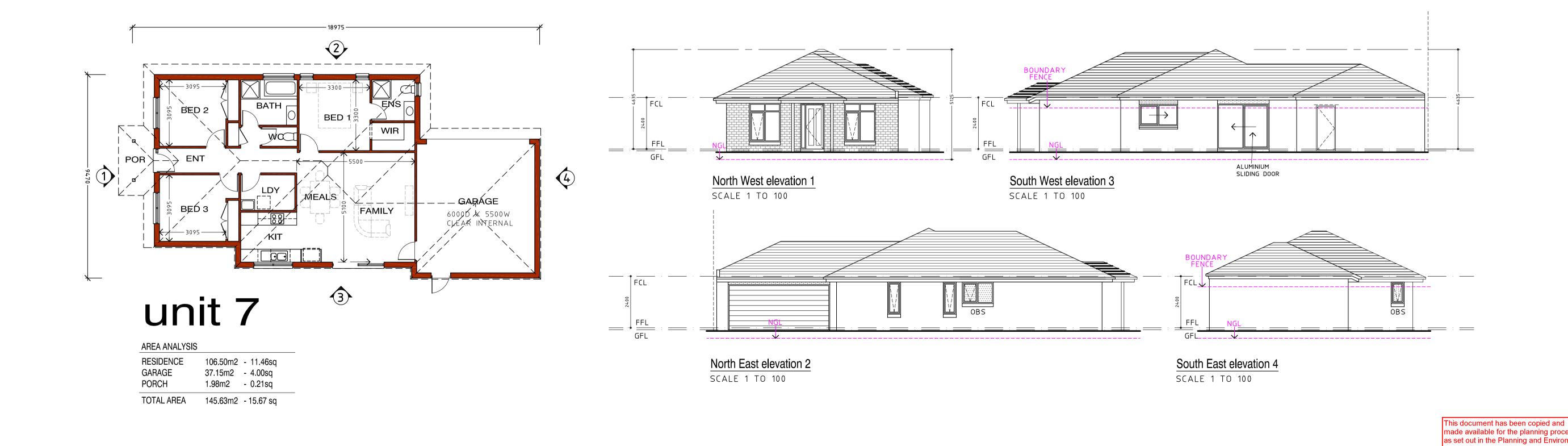
AREA ANALYSIS

RESIDENCE 116.12m2 - 12.50sq GARAGE 37.00m2 - 3.98sq PORCH 2.70m2 - 0.29sq

PORCH 2.70m2 - 0.29sq

TOTAL AREA 155.82m2 - 16.77sq





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UNITS 6 + 7

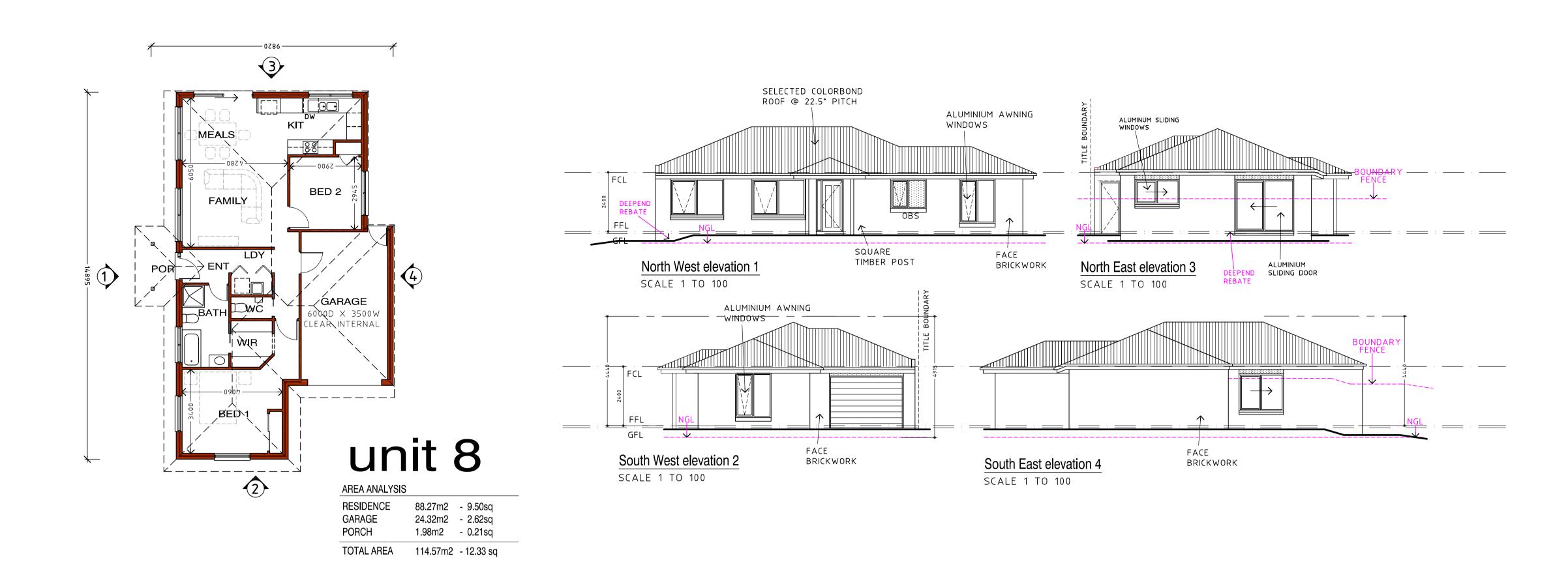
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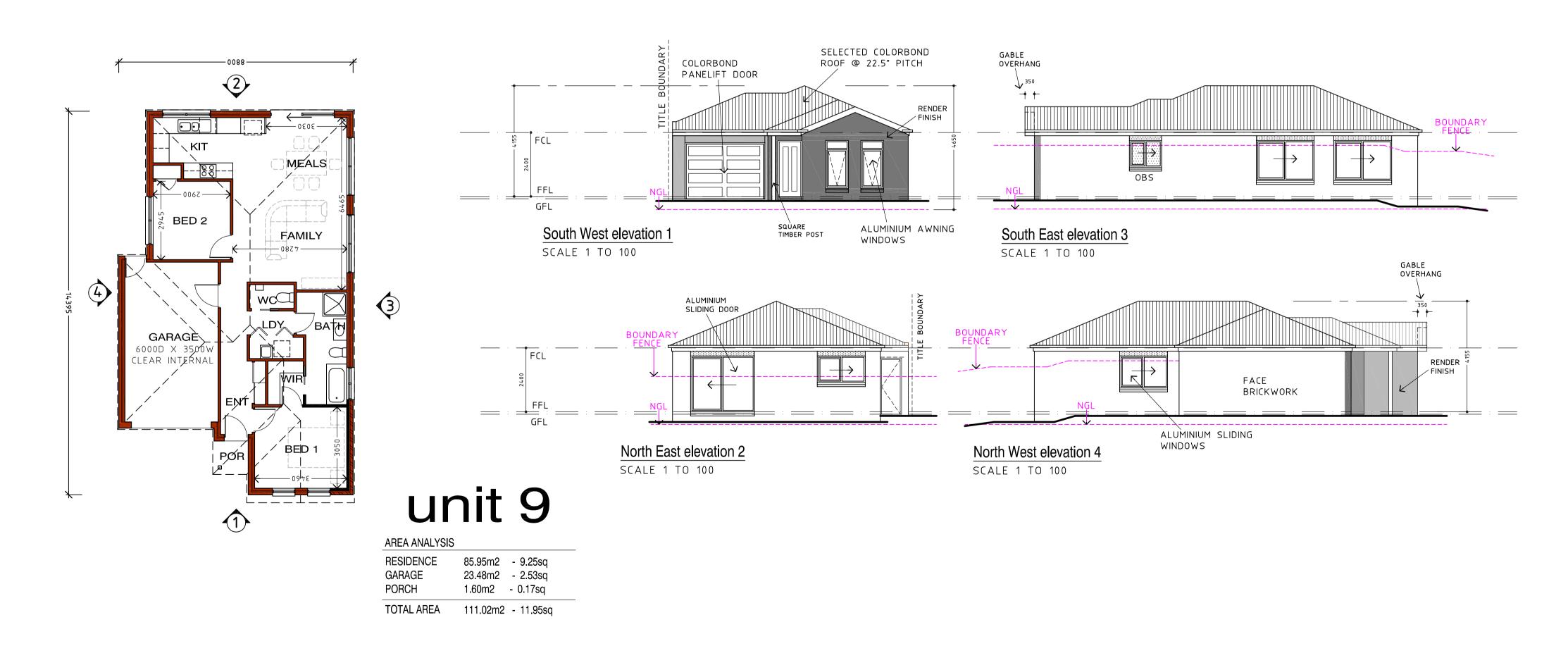
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ADDRESS **52-54 Drouin Road** 

Longwarry

PREMIER BUILDERS GROUP





PROJECT PROPOSED UNIT DEVELOPMENT
CLIENT PREMIER BUILDERS GROUP

ADDRESS FREMIER BUILDERS GROUP

Solution 

Solution

FLOOR PLANS UNITS 8 + 9

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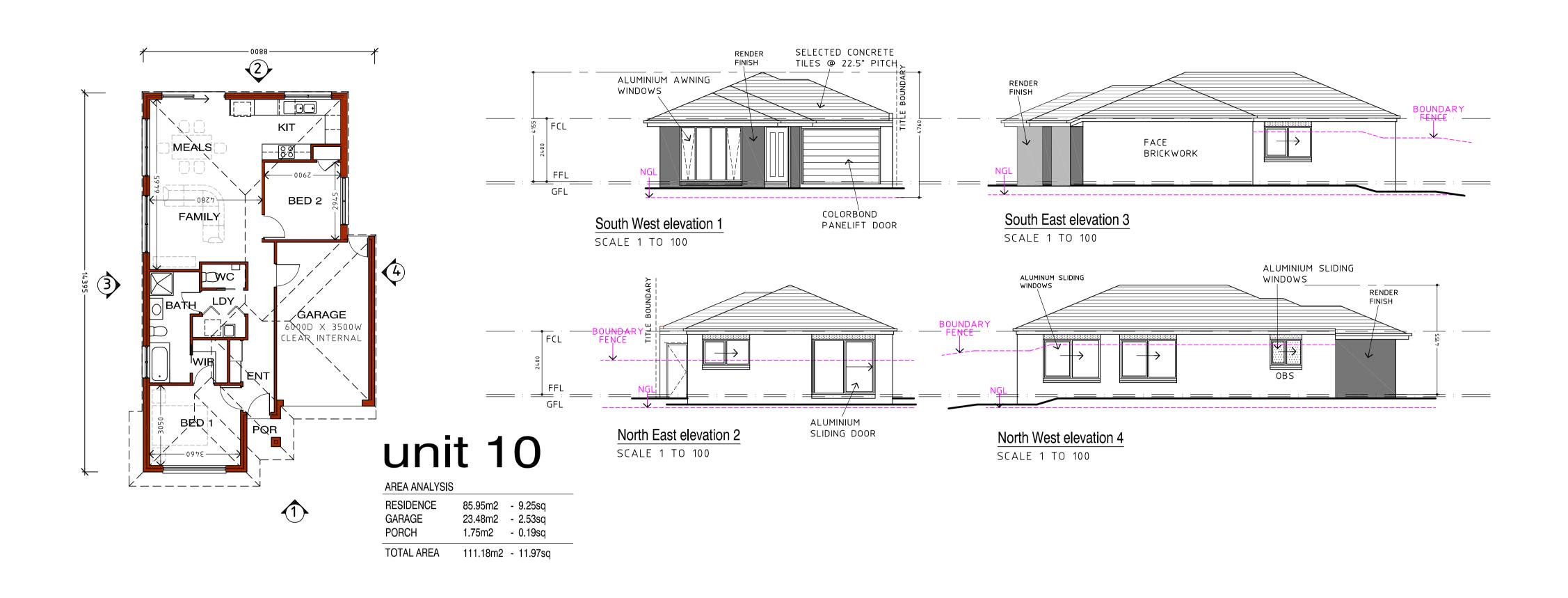
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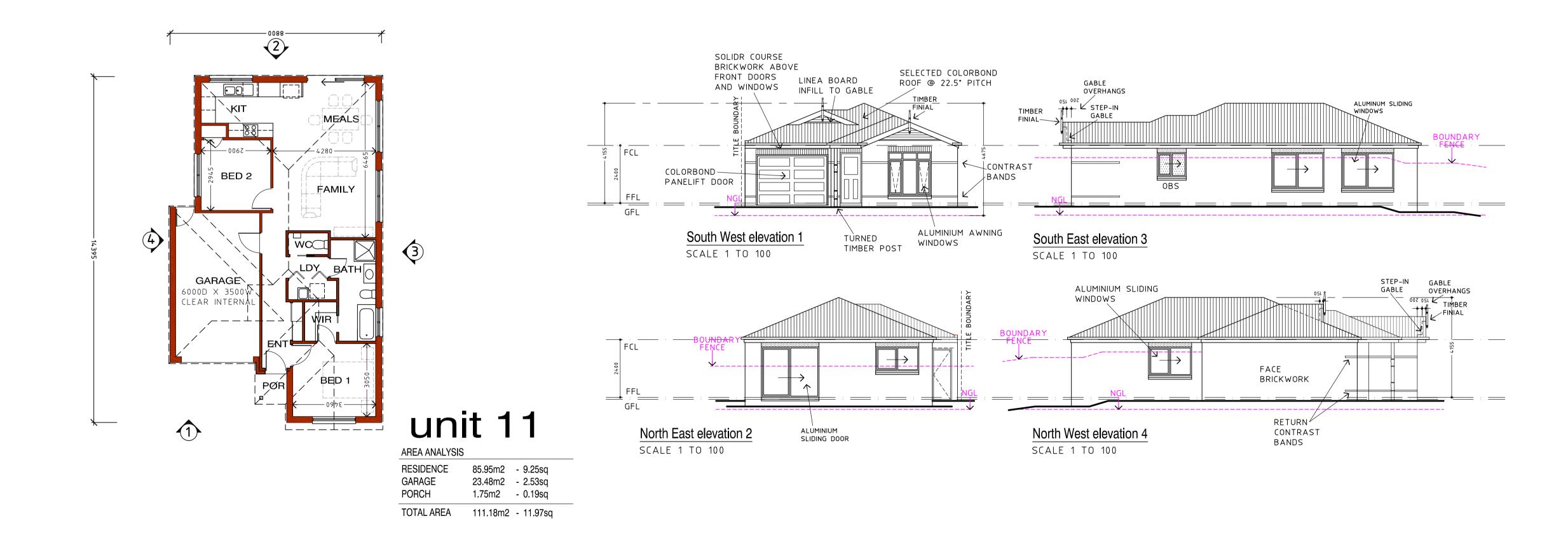
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ADDRESS 52-54 Drouin Road

Longwarry

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#### unit 12

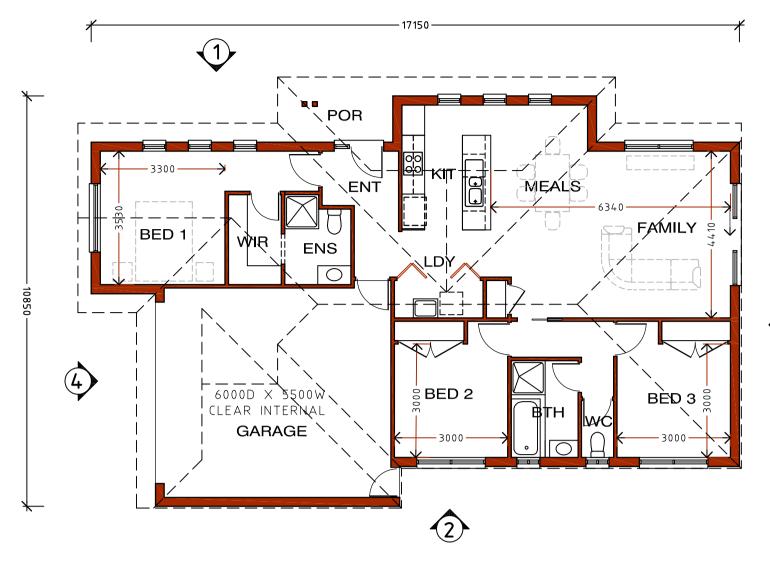
AREA ANALYSIS

 RESIDENCE
 116.12m2
 - 12.50sq

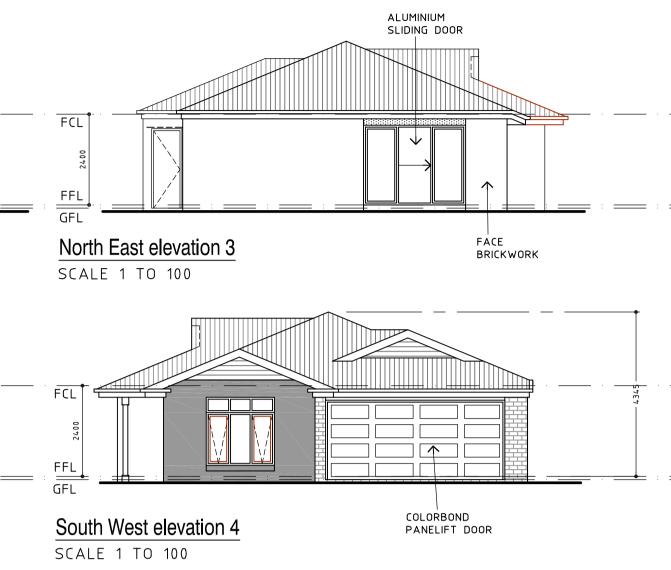
 GARAGE
 36.34m2
 - 3.91sq

 PORCH
 2.57m2
 - 0.28sq

TOTAL AREA 155.03m2 - 16.69sq



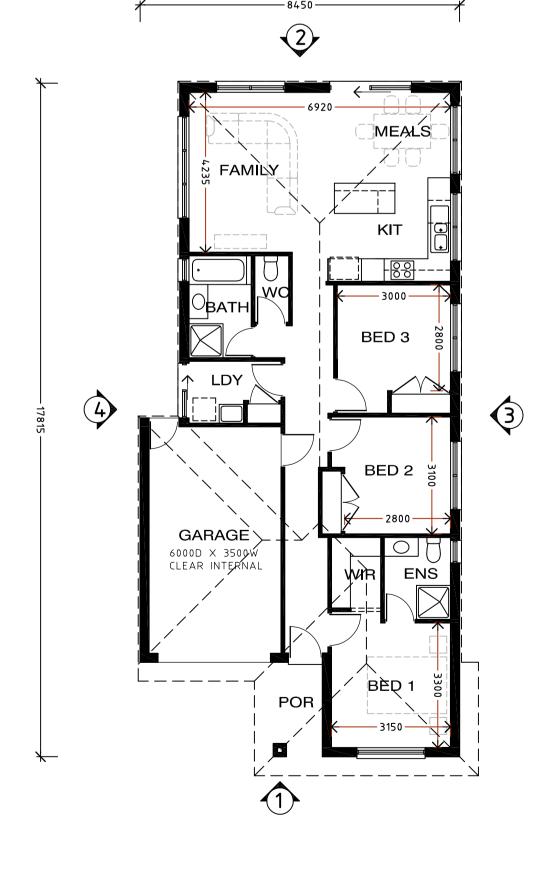


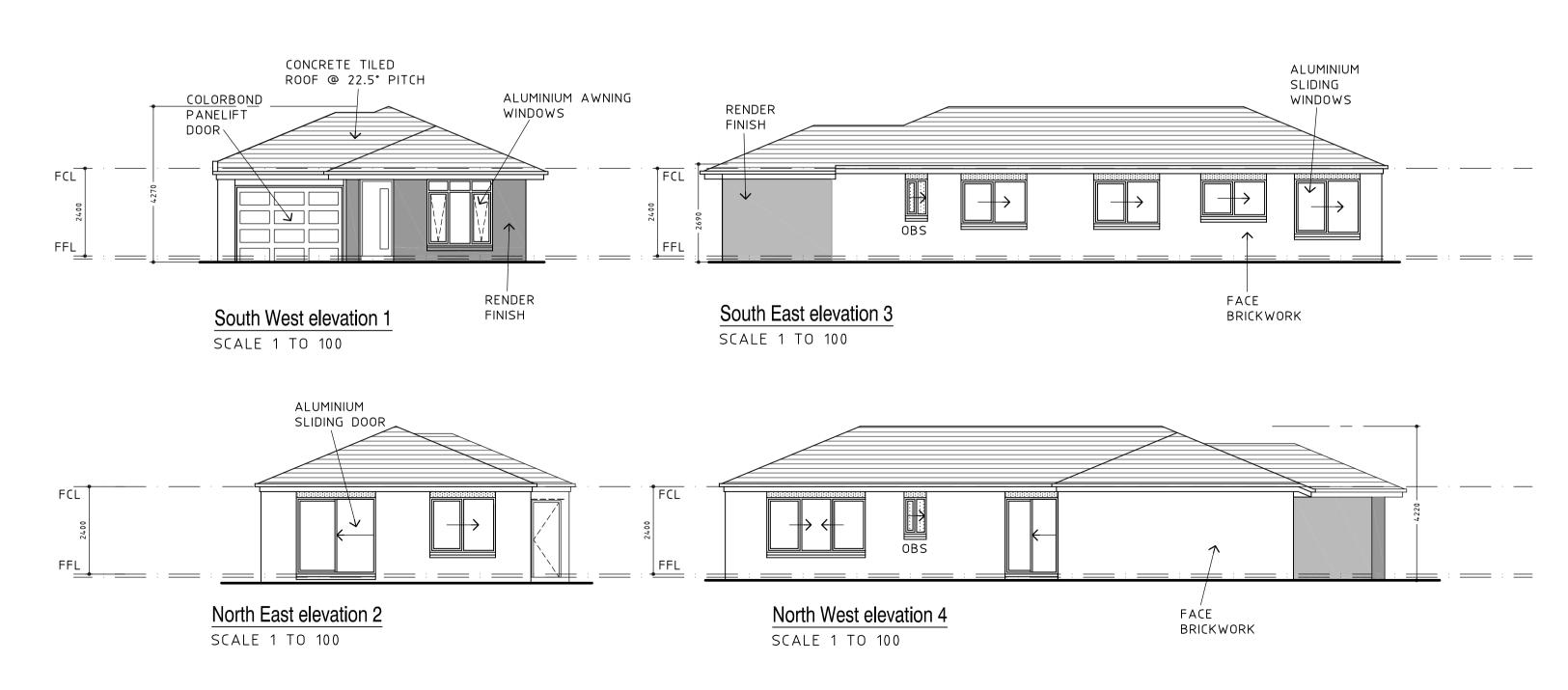


### unit 13

AREA ANALYSIS

RESIDENCE 105.71m2 - 11.38sq GARAGE 23.47m2 - 2.53sq PORCH 3.25m2 - 0.35sq TOTAL AREA 132.43m2 - 14.26sq





PROJECT PROPOSED UNIT DEVELOPMENT
CLIENT PREMIER BUILDERS GROUP

ADDRESS **52-54 Drouin Road Longwarry** 

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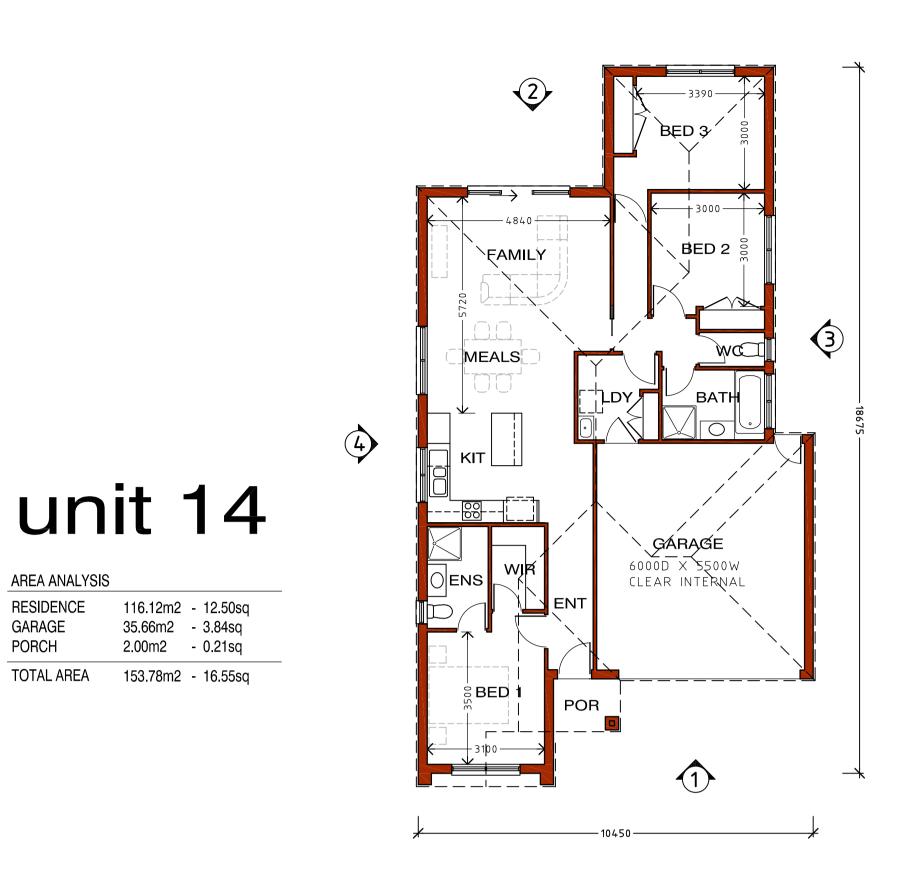
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GARAGE

unit 15

116.12m2 - 12.50sq

36.30m2 - 3.91sq

3.00m2 - 0.32sq

155.42m2 - 16.73sq

AREA ANALYSIS

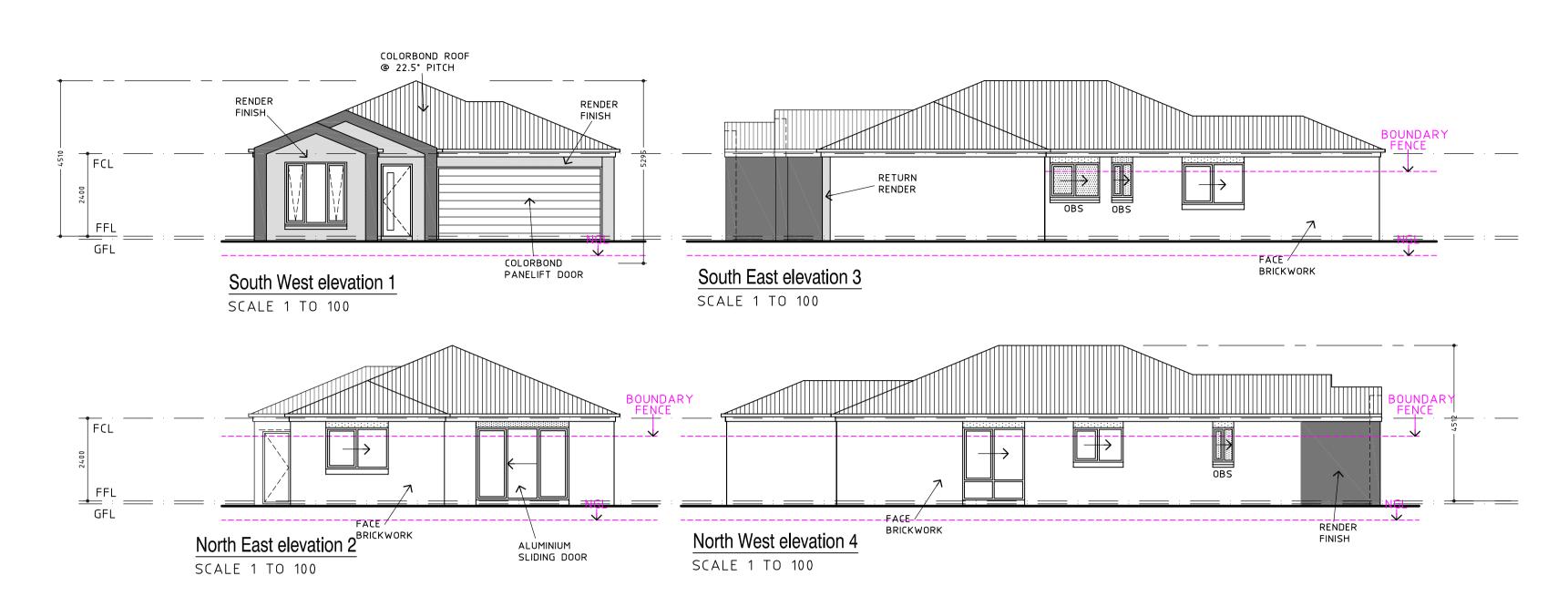
RESIDENCE

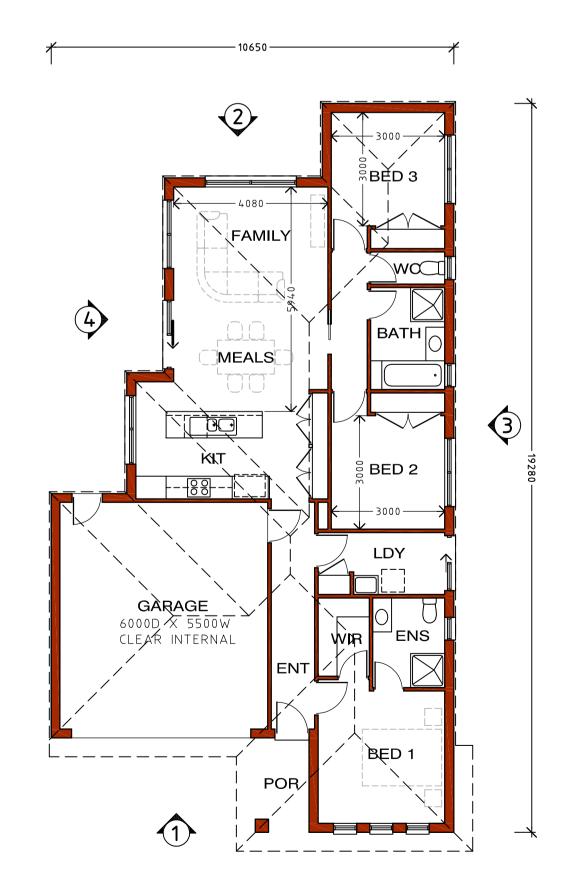
TOTAL AREA

**GARAGE** 

PORCH

PORCH







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ADDRESS **52-54 Drouin Road** Longwarry

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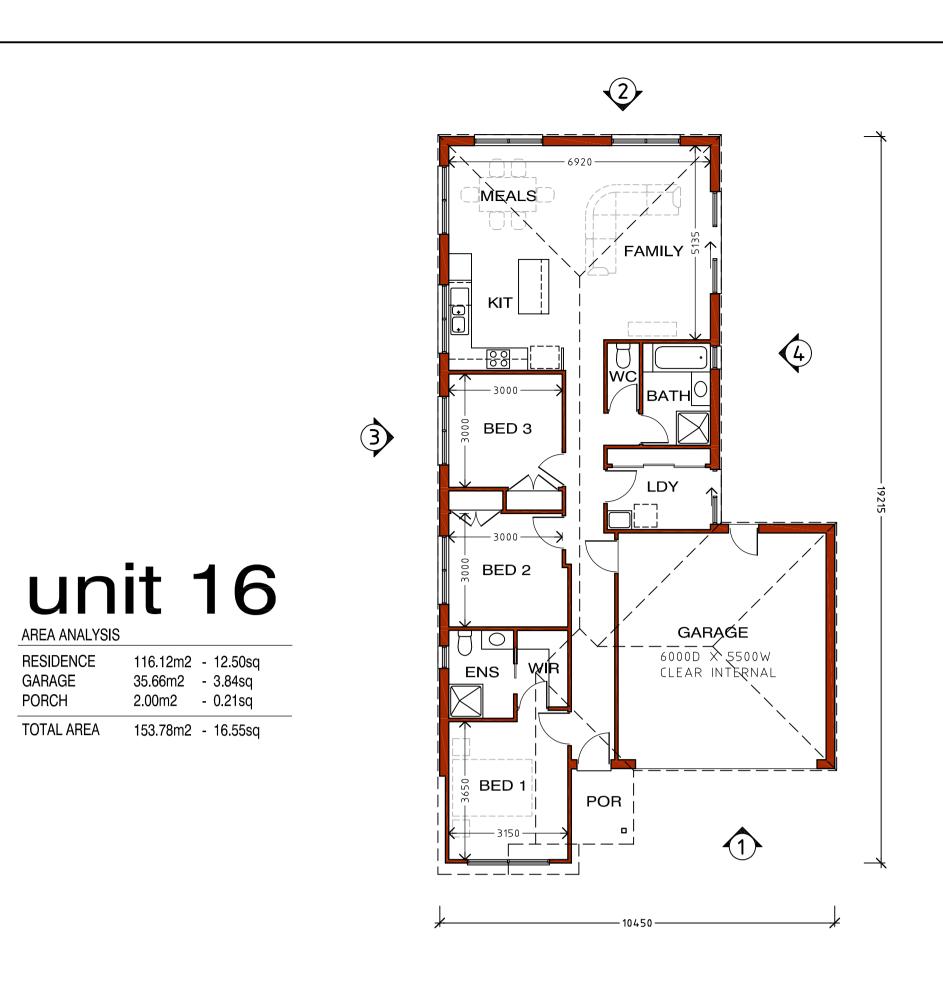
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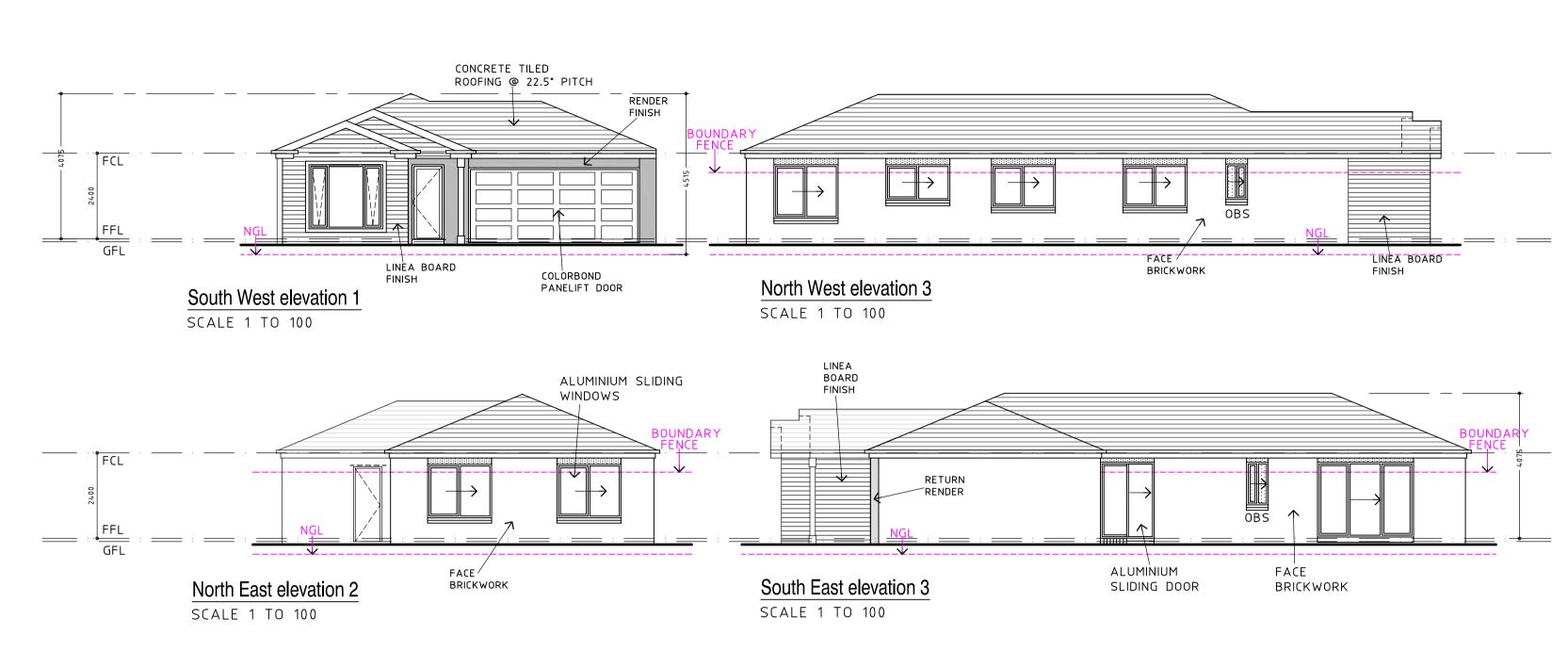
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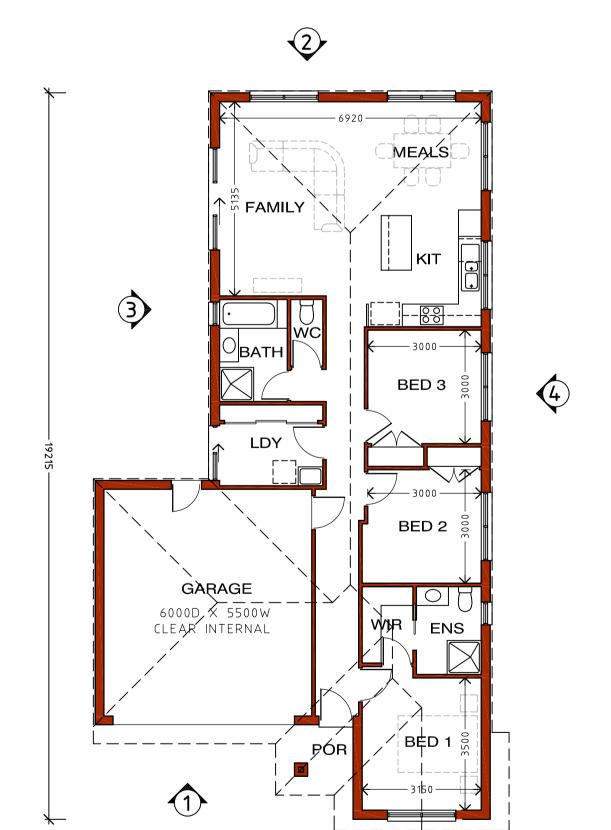
Ronnie Whitton Design Shop 4, 35 Woods Street Beaconsfield VIc 3807 ◆ ABN: 83 711 332 500◆ phone: 0414 730 997 REVISION DATE DESCRIPTION 10/09/22 COUNCIL LODGEMENT PLANS 13/02/23 RESPONSE TO COUNCIL RFI C 20/10/23 INTERNAL ROAD AMENDMENTS D 04/10/24 UNIT 20 DELETED , FFL'S AMENDED

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unit 17

116.12m2 - 12.50sq

35.66m2 - 3.84sq

2.00m2 - 0.21sq

153.78m2 - 16.55sq

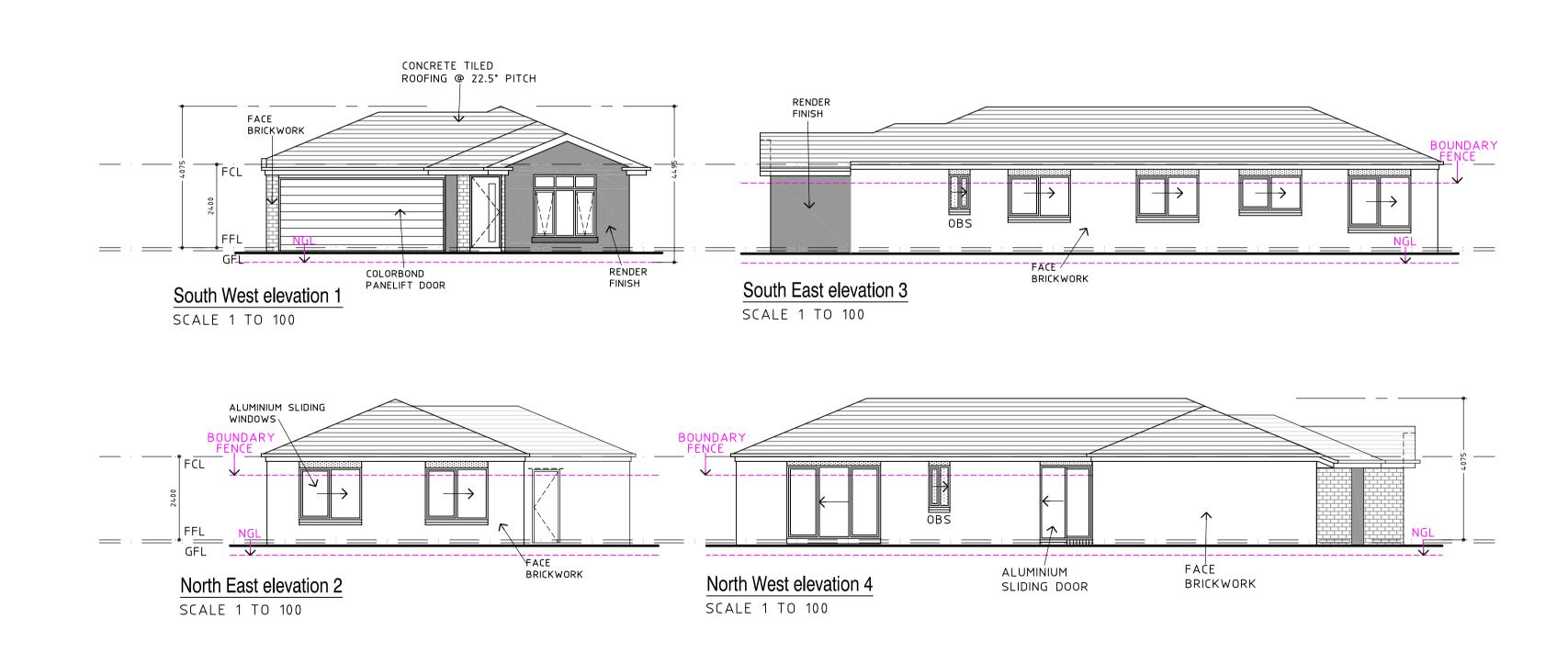
AREA ANALYSIS

RESIDENCE

TOTAL AREA

GARAGE

PORCH



PROJECT PROPOSED UNIT DEVELOPMENT

CLIENT PREMIER BUILDERS GROUP

ADDRESS **52-54 Drouin Road Longwarry** 

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Design
Shop 4, 35 Woods Street
Beaconsfield
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• ABN: 83 711 332 500
• phone: 0414 730 997

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B 13/02/23 RESPONSE TO COUNCIL RFI

C 20/10/23 INTERNAL ROAD AMENDMENTS

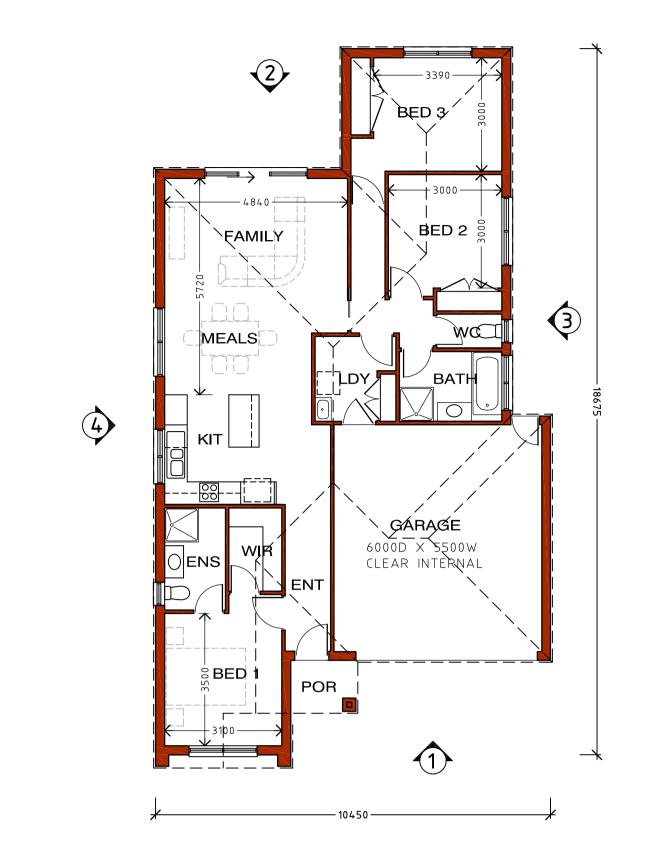
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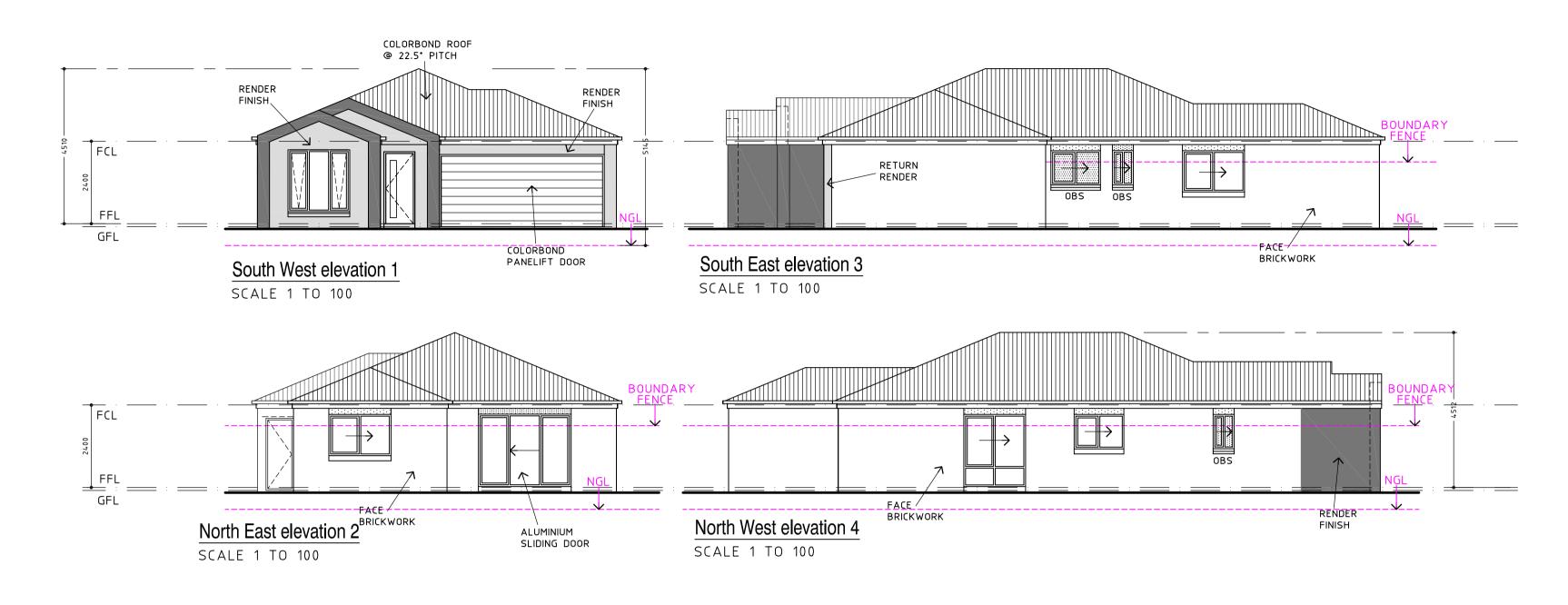
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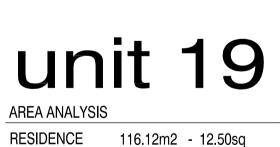
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unit 18

TOTAL AREA 153.78m2 - 16.55sq

116.12m2 - 12.50sq

35.66m2 - 3.84sq 2.00m2 - 0.21sq

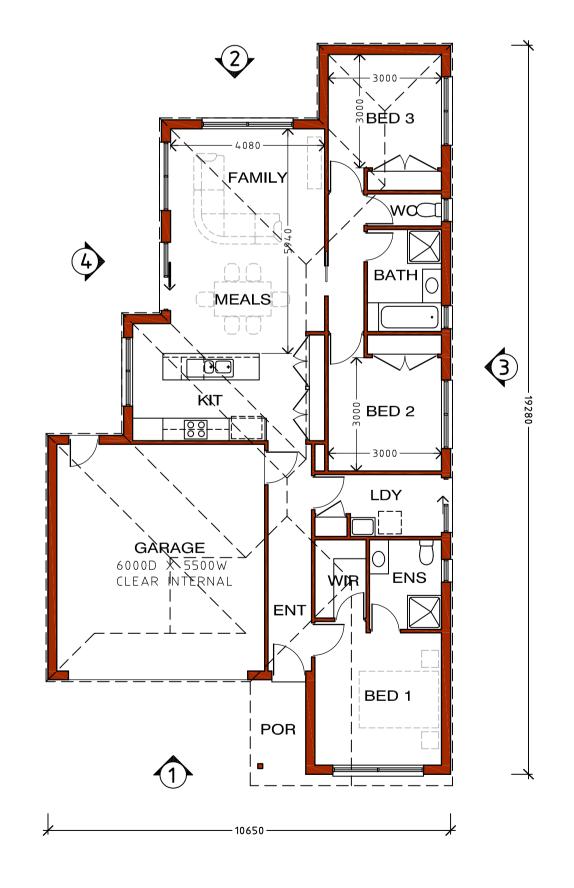
AREA ANALYSIS

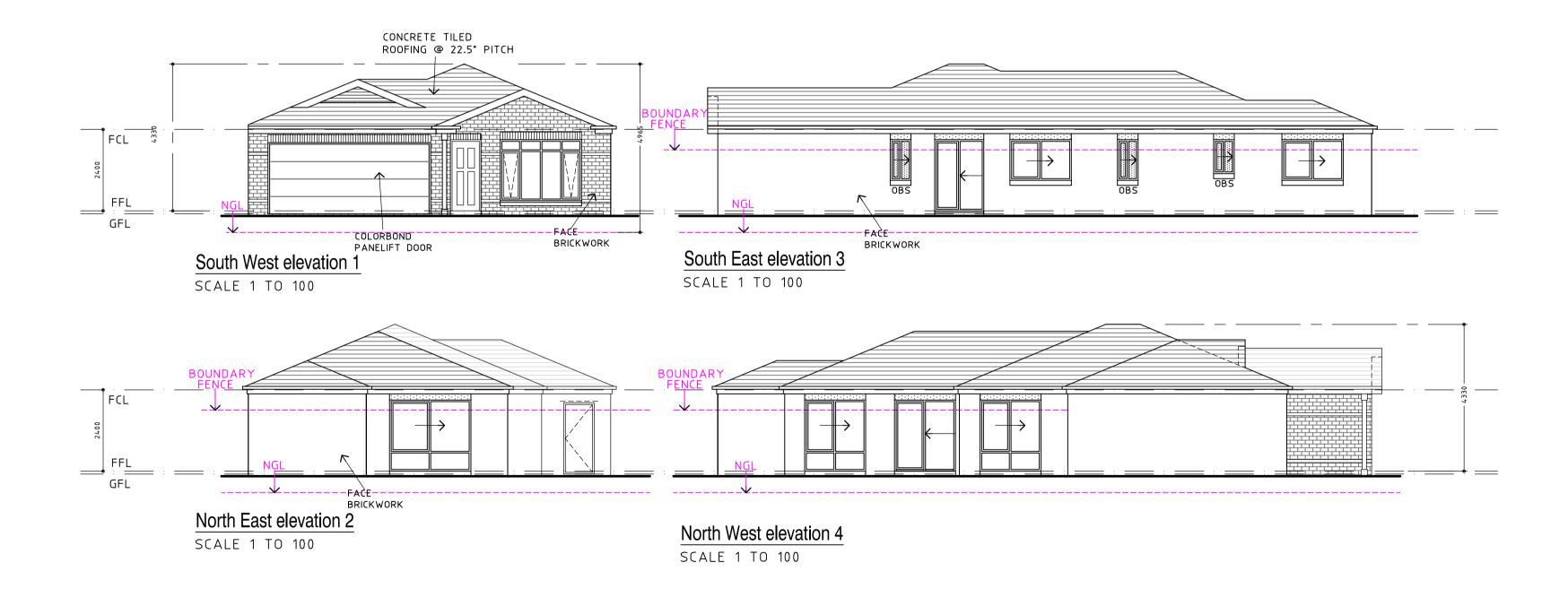
RESIDENCE

AREA ANALYSIS

RESIDENCE 116.12m2 - 12.50sq
GARAGE 36.30m2 - 3.91sq
PORCH 3.00m2 - 0.32sq

TOTAL AREA 155.42m2 - 16.73sq





PROJECT PROPOSED UNIT DEVELOPMENT
CLIENT PREMIER BUILDERS GROUP

ADDRESS **52-54 Drouin Road Longwarry** 

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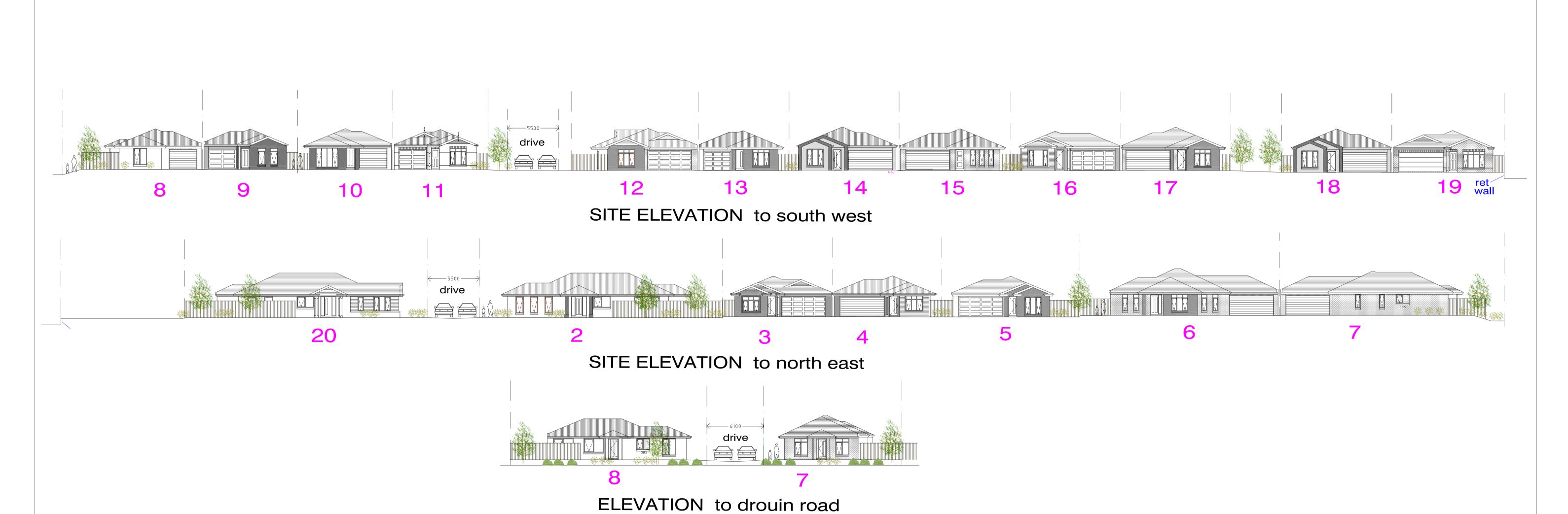
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PLANS

PLANS

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PROJECT PROPOSED UNIT DEVELOPMENT

CLIENT PREMIER BUILDERS GROUP

ADDRESS 52-54 Drouin Road

Longwarry

STREET ELEVATIONS

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REV:





