



Application for Planning Permit for a Subdivision

Supplied by

Submitted Date

10/06/2025

Application Details

Application Type

Planning Permit for a Subdivision

Version 1

Applicant Reference Number

2400527

Responsible Authority Name

Baw Baw Shire Council

Responsible Authority Reference Number(s)

(Not Supplied)

SPEAR Reference Number

S250412V

Application Status

Submitted

Planning Permit Issue Date

NA

Planning Permit Expiry Date

NA

The Land

Primary Parcel

45 PARAMOUNT DRIVE, WARRAGUL VIC
3820

Lot 236/Plan PS903998

SPI 236\PS903998

CPN 35960

Zone: 32.08 General
Residential

Overlay: 45.06 Development
Plan Contributions

The Proposal

Plan Number

(Not Supplied)

Number of lots

6

Proposal Description

Six lot subdivision with common property

Estimated cost of the development for which a permit is required \$ 0

Existing Conditions

Existing Conditions Description

Vacant land

Title Information - Does the proposal breach an encumbrance on Title?

The proposal does not breach an encumbrance on title, such as a restrictive covenant, section 173 agreement or other obligation such as an easement or building envelope.

Applicant Contact

Applicant Contact

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Page 1 of 52

Applicant

Applicant

Owner

Owner

Declaration

Authorised by

Organisation

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Page 2 of 52



Application to Amend Advertised a Planning Application S50/S57A

Section 1: PERMIT DETAILS

Planning Application No:	PLA0100/25
Address:	45 Paramount Drive Warragul

Section 2: PERMIT APPLICANT

Name:
Business:
Postal Address:
Telephone No. (H)
Email Address:

Section 3: OWNER DETAILS (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	<input checked="" type="checkbox"/>
Section 57A – Amendment to the application after notice of application is given (please note, this will incur a fee)	<input type="checkbox"/>

AMENDMENT DETAILS List the changes being applied for and highlight changes on corresponding plans if applicable. A copy of the plans must be submitted with this application. If you need more space, please attach these details separately.

REMOVE STAGING AND CHANGE ACCESS ARRANGEMENTS FOR LOTS 1 & 2.

Section 5: DEVELOPMENT COST

State the estimated total cost of the proposed development, including amendment.	<input checked="" type="checkbox"/> Unchanged from initial application Or total cost \$
Does the amendment proposal introduce any additional Permit Triggers? (eg. creation of easement, parking reduction) If yes, an additional application fee may be required.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No By taking a copy of this document, you 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.

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
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.	A	Date: 28-07-2025

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	

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 Council's 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 2411.

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

Page 1 of 1

VOLUME 12531 FOLIO 201

Security no : 124125175438U
Produced 10/06/2025 10:02 AM

LAND DESCRIPTION

Lot 236 on Plan of Subdivision 903998G.
PARENT TITLE Volume 12359 Folio 327
Created by instrument PS903998G 14/02/2024

REGISTERED PROPRIETOR

ENCUMBRANCES, CAVEATS AND NOTICES

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987
AR245181G 16/07/2018

DIAGRAM LOCATION

SEE PS903998G 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: 45 PARAMOUNT DRIVE WARRAGUL VIC 3820

ADMINISTRATIVE NOTICES

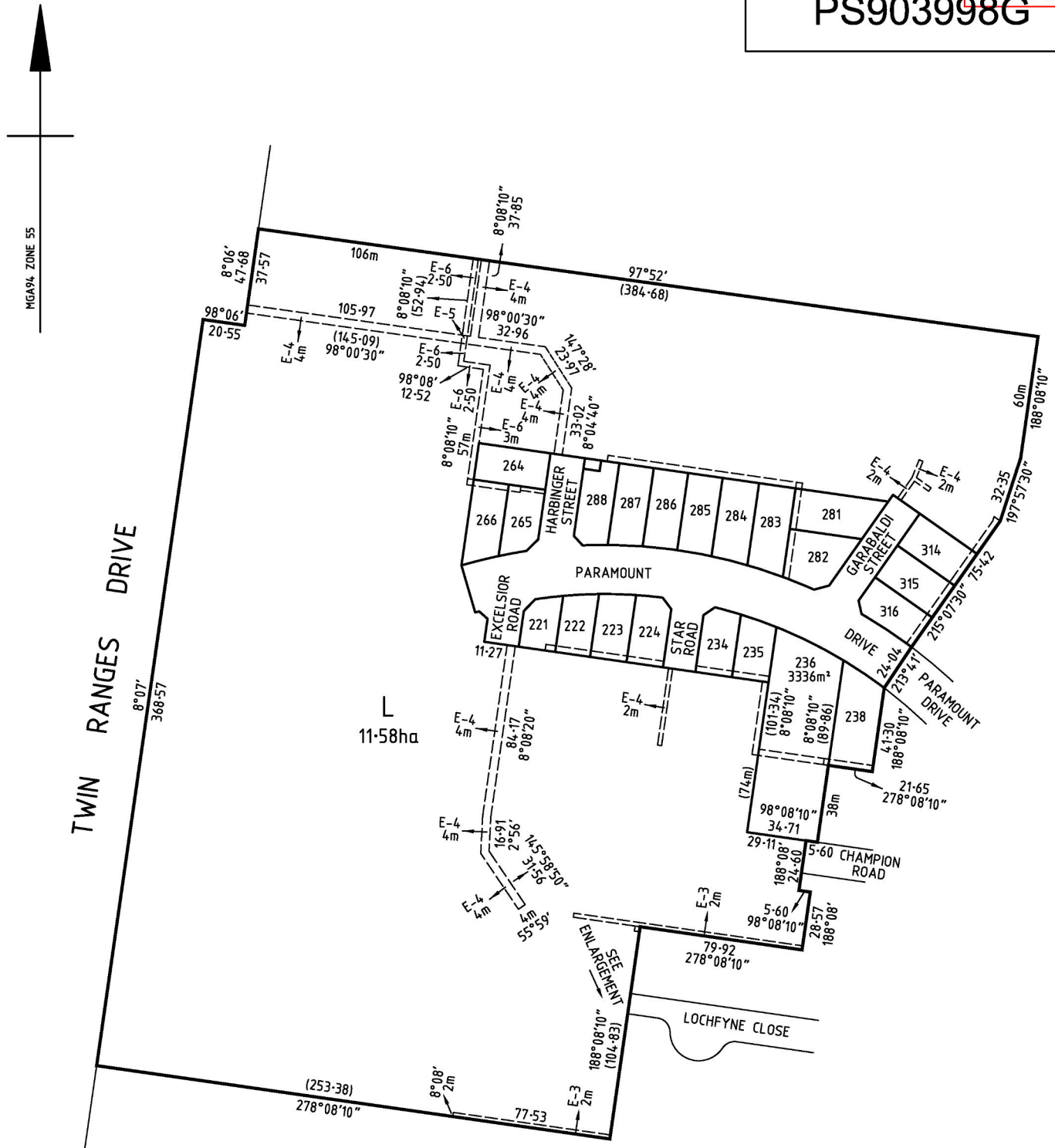
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Page 5 of 52

PLAN OF SUBDIVISION			EDITION 1	PS903998G <div>Advertised</div>
<div>LOCATION OF LAND</div> <div>PARISH: DROUIN EAST</div> <div>CROWN ALLOTMENT: 66B (PART)</div> <div>TITLE REFERENCE: VOL.12359 FOL.327</div> <div>LAST PLAN REFERENCE: PS826063U LOT K</div> <div>POSTAL ADDRESS: 245 COPELANDS ROAD (at time of subdivision) WARRAGUL 3820</div> <div>MGA CO-ORDINATES E: 408 540 ZONE: 55 (at approx centre of land in plan) N: 5777 520 GDA94</div>			<div>Council Name: Baw Baw Shire Council</div> <div>Council Reference Number: PSB0127/21 Planning Permit Reference: PSB0110/09 SPEAR Reference Number: S186574T</div> <div>Certification</div> <div>This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6 of the Subdivision Act 1988: 17/08/2022</div> <div>Public Open Space</div> <div>A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has not been satisfied at Certification</div> <div>Digitally signed by: Sarah Harrington for Baw Baw Shire Council on 10/10/2023</div> <div>Statement of Compliance issued: 08/02/2024</div> <div>Public Open Space</div> <div>A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has been made and the requirement has been satisfied at Statement of Compliance</div>	
VESTING OF ROADS AND/OR RESERVES			NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON		<div>LOTS 1 TO 220, 225 TO 233, 237, 239 TO 263, 267 TO 280 289 TO 313 HAVE BEEN OMITTED FROM THIS PLAN.</div> <div>OTHER PURPOSES OF THIS PLAN:</div> <div>REMOVAL OF EASEMENT E-3 FROM LOT K ON PS826063U</div> <div>GROUND(S) FOR REMOVAL OF EASEMENT</div> <div>BAW BAW SHIRE COUNCIL PLANNING PERMIT PSB0110/09</div> <div>REMOVAL OF EASEMENT E-9 ON PS826063U THAT LIES WITHIN ROAD R1 ON THIS PLAN.</div> <div>GROUND(S) FOR REMOVAL OF EASEMENT</div> <div>SCHEDULE 5 SECTION 14 OF THE ROAD MANAGEMENT ACT 2004.</div> <div>AREA OF LAND IN THE PLAN: 14.08ha No. OF LOTS & AREA: 22 LOTS - 1.701ha 1 BALANCE LOT - 11.58ha ROADS - 7978m² RESERVE - 4.2m²</div>	
ROAD R1 RESERVE No.1	BAW BAW SHIRE COUNCIL AUSNET ELECTRICITY SERVICES PTY LTD			
NOTATIONS				
DEPTH LIMITATION 15.24m BELOW THE SURFACE APPLIES				
<div>SURVEY: This plan is based on survey in PS819968K</div> <div>STAGING</div> <div>This is not a staged subdivision.</div> <div>Planning Permit No. PSB0110/09</div> <div>This survey has been connected to permanent marks No(s).</div> <div>In Proclaimed Survey Area No. ---</div>				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	PIPELINE OR ANCILLARY PURPOSES DRAINAGE	SEE DIAGRAM	PS833044J - SECTION 136 OF THE WATER ACT 1989 PS833044J	CENTRAL GIPPSLAND REGION WATER CORPORATION BAW BAW SHIRE COUNCIL
E-2	PIPELINE OR ANCILLARY PURPOSES		PS833044J - SECTION 136 OF THE WATER ACT 1989	CENTRAL GIPPSLAND REGION WATER CORPORATION
E-3	DRAINAGE		PS833044J	BAW BAW SHIRE COUNCIL
E-4	DRAINAGE		THIS PLAN	BAW BAW SHIRE COUNCIL
E-5	PIPELINE OR ANCILLARY PURPOSES DRAINAGE		THIS PLAN - SECTION 136 OF THE WATER ACT 1989 THIS PLAN	CENTRAL GIPPSLAND REGION WATER CORPORATION BAW BAW SHIRE COUNCIL
E-6	PIPELINE OR ANCILLARY PURPOSES		THIS PLAN - SECTION 136 OF THE WATER ACT 1989	CENTRAL GIPPSLAND REGION WATER CORPORATION
<div>Millar Merrigan</div> <div>Land Development Consultants</div> <div>M(03) 8720 9500 R (03) 5134 8611 www.millarmerrian.com.au survey@millarmerrian.com.au SAI GLOBAL Quality ISO 9001</div>			<div>SURVEYOR'S REF: 20556S12</div> <div>03/07/2023</div> <div>ORIGINAL SHEET SIZE: A3</div> <div>SHEET 1 OF 3</div> <div>By taking a copy of this document, you acknowledge and agree that you will only use the document for the purpose specified above and that any dissemination or distribution or copying of this document is strictly prohibited.</div> <div>Page 6 of 52</div>	



SEE SHEET 3 FOR
DETAILS NOT SHOWN HEREON

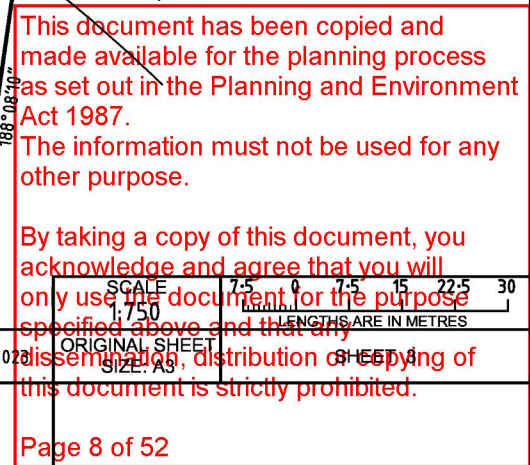
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2025 ORIGINAL SHEET SIZE: A3 SHEET 2

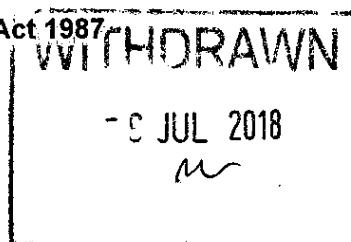
Page 7 of 52



Advertised

Application by a responsible authority for the making of a recording of an agreement

Section 181 Planning and Environment Act 1987



Lodged by

Name: HWL EBSWORTH LAWYERS

Phone: 03 8644 3421

Address: 26/530 COLLINS STREET, MELBOURNE VIC 3000

Reference: DV : 873132

Customer code: 0985X

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 1 ON PS 406542A WITHIN CERTIFICATE OF TITLE VOLUME ^{10340 116 E}~~10967~~ FOLIO ~~780~~
LOT 3 ON PS 406542A WITHIN CERTIFICATE OF TITLE VOLUME 10340 FOLIO 118
LOT 2 ON PS 547354M WITHIN CERTIFICATE OF TITLE VOLUME 10967 FOLIO 780

Responsible authority:(full name and address, including postcode)

BAW BAW SHIRE COUNCIL, 1 CIVIC PLACE, WARRAGUL VIC 3820

Section and act under which agreement is made:

SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987

A copy of the agreement is attached to this application:

YES

Signing:

35271702A

181PEA

Page 1 of 2

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: see www.delwp.vic.gov.au/property>Contact us

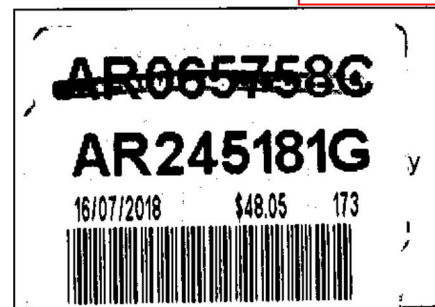
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Page 9 of 52

Advertised

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



Executed by

Signer Name

Signature



Execution Date

Full Name of Witness

Witness Signature

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Page 10 of 52

35271702A

181PEA

Page 2 of 2

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Deed of Agreement

**Under s173 of the
Planning and Environment Act 1987**

Baw Baw Shire Council

and

Paramount Springs Pty Ltd

245 Copelands Road, Warragul

MB:KS:873132

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Page 11 of 52

Advertised

Page i

Doc ID 532485673/v1



Table of contents

1.	Definitions and interpretation clauses	2
1.1	Definitions	2
1.2	Interpretation	7
2.	Owner's obligations	8
2.1	Payment of DCP Levies	8
2.2	DCP Payments and Credits	8
3.	Council's Obligations	9
4.	Land	9
5.	Infrastructure Projects	9
5.1	Construction of DCP Items in lieu of payment of DCP Levies	9
5.2	Construction of Infrastructure Project	10
5.3	Time for Completion of Infrastructure Works:	10
5.4	Obligation to complete Infrastructure Project once commenced	10
5.5	Agreed Project Cost of an Infrastructure Project	10_Toc507747120
5.6	Design and approval of Infrastructure Projects	10
5.7	Variation of Approved Plans	11
5.8	Construction of Infrastructure Projects	11
5.9	Certificate of Practical Completion	12
5.10	Procedure for Certificate of Practical Completion	12
5.11	Standard of Work	12
5.12	Obligations following Certificate of Practical Completion	12
5.13	Time for transfer or vesting of Infrastructure Project	12
5.14	Credit against DCP liability	13
5.15	Payment for Over Provision	13
6.	Transfer of Ownership of Infrastructure Project	13
6.1	Method of Transfer or Vesting	13
6.2	Conditions of Transfer or Vesting	13
6.3	Bank Guarantee or Bond	14

Deed of Agreement

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Page 12 of 52

AR065758C

Advertised

AR245181G

16/07/2018 \$48.05 173

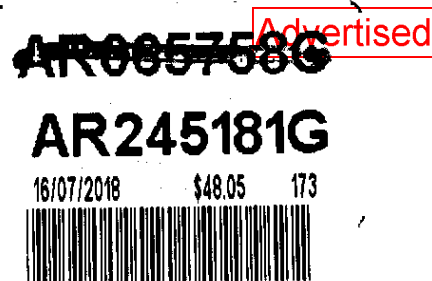


7.	Standard of Works	
8.	Council Access	14
9.	Indemnity	14
10.	Council acknowledgment	14
11.	Non-compliance	15
12.	Further obligations	15
12.1	Notice and registration	15
12.2	Giving effect to this Agreement	15
12.3	Recording by Registrar of Titles	16
12.4	Agreement not to be registered on subdivided Lots	16
12.5	Council's costs to be paid	16
13.	Agreement under Section 173 of the Act	16
13.1	Agreement under the Act	16
14.	Owner's warranties	16
14.1	Owner's warranties	16
15.	Successors in title	17
15.1	Successors in title	17
16.	Notices	17
16.1	Service	17
16.2	Time of service	17
17.	Alternative Dispute Resolution	18
17.1	Referral to VCAT	18
17.2	Section 149 of the Act	18
17.3	Legal Representation	18
18.	Miscellaneous	18
18.1	Commencement of Agreement	18
18.2	Default	18
18.3	Ending of Agreement	18

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18.4	Multiple lots	
18.5	Application to Registrar	19
18.6	No fettering of Council's powers	19
18.7	No waiver	19
18.8	Severability	19
18.9	Proper law	19
Schedule 1	Construction Procedure	20
Schedule 2	Infrastructure Projects	1

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16/07/2018 \$48.05 173



Deed of Agreement

Date 15 May 2018

Parties

Baw Baw Shire Council

of 1 Civic Place, Warragul, Victoria 3820

(Council)

(Owner)

Recitals

- A. Council is the Responsible Authority pursuant to the Act for the administration and enforcement of the Planning Scheme, which applies to the Subject Land.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land, which is the land over which this Agreement is intended to be registered.
- C. Council issued Planning Permit No. PSB0110/09.B dated 30 September 2013 (**Planning Permit**). The Planning Permit allows the amendment of a Multi Lot Subdivision, Removal of Easement and Native Vegetation and Associated Works.
- D. Condition(s) of the Planning Permit provide(s) that:

Prior to the issue of a Statement of Compliance, a development contribution levy must be paid to the Council in accordance with the schedule to the Development Contributions Plan Overlay in the Baw Baw Planning Scheme.

Council may, at its discretion, accept works or land in lieu or partially in lieu of a cash contribution provided such achieves in full or part the project identified in the Development Contributions Plan for this locality. The value of the works or land contribution

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16/07/2018 \$48.05 173



must be assessed by an independent val

Payment of the levy may be deferred at Council's discretion subject to the owner entering into an agreement pursuant to section 173 of the Planning and Environment Act, 1987 to pay the levy at an alternative date agreed with the council and subject to annual adjustment using the formula specified in the schedule to clause 45.06.

- E. The Subject Land is within the area affected by the DCP pursuant to the Planning Scheme, which requires the Owner to make certain contributions towards infrastructure. Council is the Collecting Agency and the Development Agency under the DCP.
- F. The Owner agrees to deliver Infrastructure Projects, or otherwise to pay DCP Levies to Council, in accordance with this Agreement.
- G. The Parties have agreed to enter into this Agreement:
 - (i) to give effect to the requirements of the Planning Permit; and
 - (ii) to achieve or advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

This deed witnesses that in consideration of, amongst other things, the mutual promises contained in this deed the parties agree as follows:

1. Definitions and interpretation clauses

1.1 Definitions

In this deed the following definitions apply:

Act means the *Planning and Environment Act 1987 (Vic)*

Agreed Project Cost means the cost of the Infrastructure Project identified in the relevant column of the table in Schedule 2 of this Agreement.

Agreement means this Deed of Agreement and any Agreement executed by

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AR245181G

16/07/2018

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173



the Parties expressed to be supplemental to

Allotment	means a DCS Lot developed for residential or commercial purposes.
Approved Plans	means the plans for an Infrastructure Project that are approved by Council pursuant to clause 5.6(b) of this Agreement on the basis of the Designs.
Bank Guarantee	means a bank guarantee or other form of security to the satisfaction of Council in the amount set out in clause 6.3 of this Agreement.
Building Permit	means a building permit under the <i>Building Act 1993</i> .
Business Day	means a day that is not a Saturday, Sunday or public holiday in Melbourne.
Certificate of Practical Completion	means a written certificate issued by Council in its capacity as the Development Agency for an Infrastructure Project stating that an Infrastructure Project or a specified stage of the Infrastructure Project has been completed to the satisfaction of Council.
Claim	means any claim, action, proceeding or demand made against the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
Collecting Agency	has the same meaning as in the Act.
Community Infrastructure Levy	has the same meaning as in the Act.
Construction Procedure	means the construction procedure contained in Schedule 1 to this Agreement.
Construction Supervision Fee	means a fee payable to Council by the Owner for the supervision of the Works which is payable in accordance with, and at the rate specified pursuant to, section 17(2) of the <i>Subdivision Act 1988</i> .

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Page 3

AR245181G

AR065758G

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16/07/2018 \$48.05 173

28/05/2018 \$31.60 173



Credit

means any credit that is attributable to the Owner's outstanding liability to pay contributions under the DCP as a result of the Owner paying DCP Levies, providing land or carrying out Works in lieu of contributions.

Credit Date

means the credit date specified in the relevant column in Schedule 2 of this Agreement.

Current Address

means:

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

Current Email

means:

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

DCS Lot

means a lot on a Plan of Subdivision to be developed for residential or commercial purposes and upon which a Development Contribution Levy is payable and excludes:

- (a) a Staged Lot;
- (b) a lot created to facilitate the installation of essential services;
- (c) a lot excised for the purposes of any works or installations required by the Responsible Authority or any other Authority;
- (d) a lot or any other portion of the Land excised as required by the Responsible Authority or any other authority for any public purposes, including but not limited to:
 - (i) a road;

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16/07/2018 \$48.05 173



- (ii) a reserve
- (iii) a public open space;
- (iv) any other purposes which will actually or effectively encumber the portion of the Land or lot excised so that its developable area is substantially reduced.

DCP Item	means an Infrastructure Project that is identified in the DCP.
DCP Levy	means the Development Infrastructure Contributions payable under the DCP.
Designs	means the detailed design and engineering plans and specifications for an Infrastructure Project that are submitted to Council pursuant to clause 5.6(a) of this Agreement.
Development	means the development of the Subject Land in accordance with the Planning Permit.
Development Agency	has the same meaning as in the Act.
Development Contributions Plan or DCP	means the Warragul Development Contributions Plan incorporated into the Planning Scheme.
Indexation	means a quarterly adjustment to an amount carried out in accordance with the method set out in the DCP or an adjustment to land value in accordance with the methodology specified in the DCP.
Infrastructure Project	means a project which may be delivered by the Owner under this Agreement, identified in the relevant column of the table in Schedule 2 of this Agreement.
Localised Infrastructure	means works, services or facilities necessitated by the subdivision or development of land including but not limited to provision of utility.

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Loss	means any loss, damage, cost, expense or liability incurred by the person concerned, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.
Maintenance Period	means 12 months from the day of issue of the Certificate of Practical Completion.
Milestone	means the Milestone for the Completion of the Infrastructure Project set out in the relevant column in Schedule 2.
Mortgagee	means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as mortgagee of the Subject Land or any part of it.
Over Provision	means any amount spent by a developer in the delivery of a DCP Item that exceeds the Agreed Project Cost for that item.
Owner	means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple in the Subject Land or any part of it and includes a Mortgagee-in-possession.
Party or Parties	means the Owner and Council under this Agreement as appropriate.
Plan Checking Fee	means a fee payable to Council by the Owner for the review and consideration of the Designs and which is payable in accordance with, and at the rate specified pursuant to, the <i>Subdivision Act 1988</i> .
Plan of Subdivision	means the plan or plans of subdivision that subdivide the Land into DCS Lots.
Planning Permit	means the planning permit referred to in Recital C of this Agreement.
Planning Scheme	means the Baw Baw Planning Scheme and any other Planning Scheme which applies to the Subject Land.
Public Infrastructure	means the Public Infrastructure Plan approved under the

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Plan	Planning Permit.
PSP	means the Warragul Precinct Structure Plan applying to the Subject Land.
Residential Lot	means a house lot or multi dwelling lot created by subdivision of the Subject Land which, in the opinion of Council, is of a size and dimension intended to be developed as a single dwelling or for multiple dwellings and where a Residential Lot is proposed for multiple dwellings, for the purpose of calculating the quantum of the Community Infrastructure Levy it shall be deemed that a Residential Lot comprises 1 dwelling.
Schedule	means a schedule to this Agreement.
Stage	is a reference to a stage of subdivision of the Subject Land.
Staged Lot	means a lot that will be further subdivided to create DCS Lots.
Statement of Compliance	means a Statement of Compliance under the <i>Subdivision Act 1988</i> .
Subject Land	<p>means Lot 1 on PS 406542A within Certificate of Title Volume 10340 Folio 116, Lot 3 on PS 406542A within Certificate of Title Volume 10340 Folio 118 and Lot 2 on PS 547354M within Certificate of Title Volume 10967 Folio 780</p> <p>Lot 2 on PS 547354M within Certificate of Title Volume 10967 Folio 780 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.</p>
VCAT	means the Victorian Civil and Administrative Tribunal.
Works	has the same meaning as in the Act.

1.2 Interpretation

- (a) In this document, unless the context otherwise requires:

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- (iii) A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
 - (iv) If a Party consists of more than one person this Agreement binds them jointly and each of them severally.
 - (v) A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
 - (vi) A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
 - (vii) The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
 - (viii) Headings are for guidance only and do not affect the interpretation of this Agreement.
- (b) The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- (i) bind the Owner, its successors, transferees and permitted assigns, the registered proprietor or proprietors for the time being of the Subject Land; and
 - (ii) if the Subject Land is subdivided further, this Agreement must be read and applied so that each subsequent Owner of a lot is only responsible for those covenants and obligations which relate to that Owner's lot.

2. Owner's obligations

2.1 Payment of DCP Levies

The Owner agrees that it has the obligation to pay DCP Levies in accordance with the DCP, subject to the terms of this Agreement including the Owner's entitlement to a Credit under the Agreement.

2.2 DCP Payments and Credits

Prior to the issue of the Statement of Compliance for the subdivision of the Subject Land or any Stage of it, the Owner must pay the relevant DCP Levies calculated in accordance with the DCP.

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16/07/2018 \$48.05 173



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- 2.3 In lieu of payment of the DCP Levy the Owner may request the Council in its capacity as Collecting Agency to allow the Owner to construct one or more DCP Items identified in Schedule 2.
- 2.4 If the Council, which may decide in its absolute discretion, agrees to allow the Owner to deliver the DCP Item, the Owner must deliver the Infrastructure Project in accordance with:
- (i) Clause 5 of this Agreement; and
 - (ii) the Construction Procedure.
- 2.5 If the Owner delivers a DCP Item, the Owner acknowledges that it will receive a Credit against DCP Levies to the extent of the Cost of the DCP Item identified in the DCP (as Indexed) until the Credit is fully utilised.
- 2.6 The Owner acknowledges that the timing of the payment of any funds as a reimbursement beyond the value of any Credits, in relation to any Infrastructure Project is subject to the availability of funds in the DCP or the public open space account, as appropriate.

3. Council's Obligations

Application of Infrastructure Project Payments

Council must apply the funds paid to it pursuant to this Agreement to works, services or facilities necessitated by the development and use approved by the Planning Permit and to implement the DCP.

4. Land

At the request of the Owner, Council may, at its absolute discretion, accept a transfer of land in lieu of the delivery of an Infrastructure Project pursuant to clause 2 of this Agreement.

5. Infrastructure Projects

5.1 Construction of DCP Items in lieu of payment of DCP Levies

At the request of the Owner, Council, at its absolute discretion, may accept Works in lieu of the payment of DCP Levies.

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5.2 Construction of Infrastructure Project

If the Owner elects to construct an Infrastructure Project pursuant to clause 5.1 of this Agreement, the Owner must construct the Infrastructure Project at its own cost:

- (a) in accordance with the Approved Plans;
- (b) prior to the earlier of:
 - (i) a date approved by Council in writing; and
 - (ii) the relevant Milestone;
- (c) in accordance with any relevant document endorsed under the Planning Permit from time to time; and
- (d) to the satisfaction of Council in its capacity as the Development Agency.

5.3 Time for Completion of Infrastructure Works:

If the Owner does not meet the specified Milestone for an Infrastructure Project, Council in its capacity as Responsible Authority may:

- (a) at its absolute discretion, in writing, extend the Milestone; or
- (b) refuse to issue a Statement of Compliance until the Infrastructure Project is completed to the satisfaction of Council in its capacity as Development Agency.

5.4 Obligation to complete Infrastructure Project once commenced

Once Works associated with an Infrastructure Project are commenced by the Owner, the Owner must complete the Infrastructure Project regardless of whether the total cost of completing the Infrastructure Project exceeds the Agreed Project Cost (excluding the cost of any variations sought by the Council for which the Council must meet the cost).

5.5 Agreed Project Cost of an Infrastructure Project

The Parties agree that the Agreed Project Cost of an Infrastructure Project is a fixed amount subject only to Indexation.

5.6 Design and approval of Infrastructure Projects

- (a) The Owner agrees that it must, at its own cost, prepare the Designs and submit them to Council, and any other relevant authorities as directed by Council, for approval.
- (b) Council must consider the Designs and either:
 - (i) approve the Designs and issue Approved Plans; or
 - (ii) if, in Council's opinion, the Designs are inadequate

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Page 10

AR245181G

16/07/2018 \$48.05 173



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- (A) refuse to issue Approved Plans; and
 - (B) identify, and advise the Owner, the aspects in which the Designs are inadequate and invite the Owner to submit further Designs.
- (c) If a Design contains all the alterations required by Council, Council cannot require any further alteration and must issue Approved Plans in respect of that Infrastructure Project.
- (d) Within 5 Business Days of a written request, the Owner must pay to Council the:
- (i) Plan Checking Fee; and
 - (ii) Construction Supervision Fee
- for the relevant Infrastructure Project .
- (e) The Owner must obtain all necessary permits and approvals for the Infrastructure Projects.
- (f) Prior to awarding any contract for the Infrastructure Projects, the Owner must submit to Council for approval:
- (i) a copy of the terms and conditions of the contract to be awarded; and
 - (ii) a copy of the proposed construction program.

5.7 Variation of Approved Plans

The Approved Plans must not be varied without the prior written consent of Council.

5.8 Construction of Infrastructure Projects

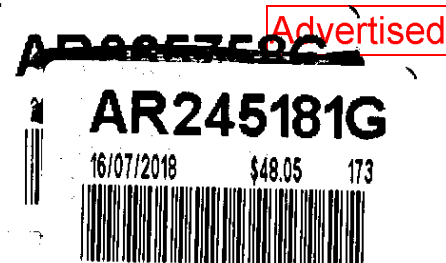
In carrying out the Infrastructure Project, the Owner acknowledges that:

- (a) the Owner is responsible for all design and construction risks in relation to the Infrastructure Project;
- (b) Council is released from liability to pay and will not be held responsible in respect of any costs beyond the Agreed Project Cost of the Infrastructure Project (other than as a result of any variations sought by the Council); and
- (c) the Owner must take any mitigation measures required under any document that is endorsed under any planning permit that applies to the Subject Land or any other land which contains an Infrastructure Project.

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Page 11



5.9 Certificate of Practical Completion

When an Infrastructure Project, or any stage of an Infrastructure Project, has been completed to the satisfaction of Council in accordance with this Agreement, Council must issue a Certificate of Practical Completion for that Infrastructure Project or stage thereof.

5.10 Procedure for Certificate of Practical Completion

Council must issue a Certificate of Practical Completion for an Infrastructure Project in accordance with the Construction Procedure.

5.11 Standard of Work

In addition to any other requirement in this Agreement, the Owner agrees that all Works for an Infrastructure Project must accord with the quality of work specified in Schedule 1.

5.12 Obligations following Certificate of Practical Completion

Following the issue of a Certificate of Practical Completion for an Infrastructure Project or stage thereof, the Owner:

- (a) must provide Council with a copy of any maintenance information, operational manual maintenance of the Infrastructure Project; 'as constructed' drawings, digital road and drainage information, CCTV results and other material which is reasonably required or requested by Council for the ongoing operation of the Infrastructure Project;
- (b) must provide Council with a copy of any certificate, consent or approval required by any authority for the carrying out, use or occupation of the Infrastructure Project; and
- (c) is responsible for the maintenance of the Infrastructure Project in good order, condition and repair to the satisfaction of Council until the later of:
 - (i) the end of the Maintenance Period;
 - (ii) the transfer of the land containing the Infrastructure Project; or
 - (iii) the transfer of the Infrastructure Project in accordance with clause 6.

5.13 Time for transfer or vesting of Infrastructure Project

If the Owner does not meet the Milestone for any Infrastructure Project, Council may:

- (a) refuse to issue a Statement of Compliance in respect of a Stage of the Development of the Subject Land until the Infrastructure Project has been transferred to or vested in Council; or
- (b) at its absolute discretion, in writing, extend the timeframe

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5.14 Credit against DCP liability

Upon the Credit Date the Owner will be entitled to a Credit equal to the relevant indexed Agreed Project Cost against its outstanding liability to pay contributions under the DCP in respect of the Subject Land.

Any unused Credit is to be indexed and may be used by the Owner in accordance with clause 2.6.

5.15 Payment for Over Provision

- (a) If the Owner incurs an Over Provision the Council may in its absolute discretion decide whether to provide a credit against DCP Levies or reimburse the Owner to the extent of the Over Provision.
- (b) Council will not credit or reimburse the Owner for any Over Provision unless:
 - (i) the Owner has notified the Council in advance of the potential for an Over Provision to occur in respect of any particular DCP Item; or
 - (ii) the Council has expressly approved a design or specification of the DCP Item which have resulted in the Over Provision.
- (c) The value of any over provision is subject to Indexation until the time at which the amount is paid to the Owner.

6. Transfer of Ownership of Infrastructure Project

6.1 Method of Transfer or Vesting

Subject to clause 6.2(a) the ownership of an Infrastructure Project must be transferred to Council:

- (a) if the Infrastructure Project constitutes land, upon the registration of a plan of subdivision or other instrument that designates a parcel of land as a reserve in favour of Council; or
- (b) if the Infrastructure Project is Localised Infrastructure, upon the issue of a Certificate of Practical Completion.

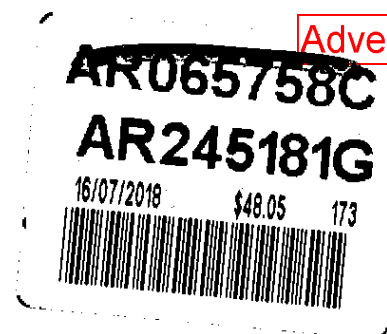
6.2 Conditions of Transfer or Vesting

The Owner must transfer to or vest in Council any Infrastructure Project

- (a) prior to or contemporaneous with the relevant Milestone,
- (b) free of all encumbrances, except as agreed by Council, and
- (c) in a condition that is to the satisfaction of Council.

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6.3 Bank Guarantee or Bond

The Owner agrees that:

- (a) prior to the issue of a Certificate of Practical Completion for an Infrastructure Project, the Owner must provide Council with a Bank Guarantee or cash bond in respect of that Infrastructure Project to the value of 5% of the Agreed Project Cost;
- (b) if the Owner fails to comply with a written direction from Council to undertake the maintenance of an Infrastructure Project, Council may at its absolute discretion use the Bank Guarantee to undertake any necessary maintenance; and
- (c) the Bank Guarantee or cash bond must be returned to the Owner after the Maintenance Period, less any amount applied to undertaking any necessary maintenance of the Infrastructure Project.

7. Standard of Works

Any Works that are undertaken by the Owner under this Agreement must be undertaken in accordance with the Construction Procedure to the satisfaction of Council.

8. Council Access

The Owner covenants to allow Council and its officers, employees, contractors or agents or any of them, to enter the Subject Land (at any reasonable time) to assess compliance with this Agreement.

9. Indemnity

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 referable to this Agreement or any non compliance with this Agreement.

10. Council acknowledgment

Council acknowledges that payment of an Agreed Project Cost under this Agreement in the delivery of an Infrastructure Project represents a discharge by the Owner of the obligation to pay contributions under the DCP or otherwise to the Council to the same value as the Agreed Project Cost.

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Page 14

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11. Non-compliance

Within 14 days of 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 must:

- (a) allow the Council its officers, employees, contractors or agents to enter the Subject Land and rectify the non-compliance;
- (b) pay to the Council within 7 Business Days of demand, the Council's reasonable costs and expenses incurred as a result of the Owner's non-compliance;
- (c) pay interest at the rate of 2% above the rate prescribed under section 2 of the *Penalty Interest Rates Act 1983* on all moneys which are due and payable but remain owing under this Agreement until they are paid in full;
- (d) if requested to do so by the Council, promptly execute in favour of the Council a mortgage to secure the Owner's obligations under this Agreement;
- (e) 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;

and the Owner agrees that:

- (f) any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and any unpaid Costs of the Council and then applied in repayment of the principal sum; and
- (g) all costs or other monies which are due and payable under this Agreement but which remain owing shall be a charge on the Subject Land until they are paid in full.

12. Further obligations

12.1 Notice and registration

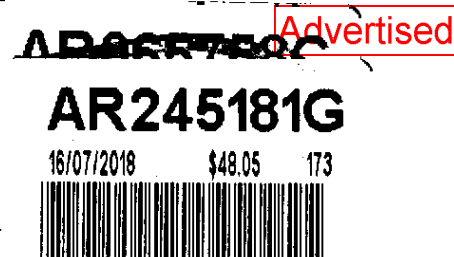
The Owner must bring this Agreement to the notice of all prospective purchasers, Mortgagees, lessees, charges, transferees and assigns of the Subject Land.

12.2 Giving effect to this Agreement

The Owner must do all things necessary to give effect to this Agreement, including executing any further documents and will comply with its obligations under this Agreement.

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12.3 Recording by Registrar of Titles

The Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with s181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgement or document or procuring the consent to this Agreement of any Mortgagee or caveator to enable the recording to be made in the Register under that section.

12.4 Agreement not to be registered on subdivided Lots

The Council agrees that this Agreement is not to be registered on individual Residential Lots or other DCS Lots produced for development as a result of the subdivision of the Subject Land. The Council agrees to sign any document necessary to ensure that the Agreement is not registered on Residential Lots or other DCS Lots and will bring this clause to the attention of officers at Land Registry.

12.5 Council's costs to be paid

The Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.

If in dispute, Council may have the costs assessed by the Law Institute of Victoria Costing Service and the parties will be bound by any assessment, and the cost of any assessment will be paid equally by the parties.

13. Agreement under Section 173 of the Act

13.1 Agreement under the Act

Council and the Owner agree without limiting or restricting their respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made pursuant to section 173 of the Act.

14. Owner's warranties

14.1 Owner's warranties

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person which has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

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15. Successors in title

15.1 Successors in title

Without limiting the operation or effect which this Agreement has, and subject to clause 12.4, the Owner must ensure that until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

- (a) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- (b) execute a deed agreeing to be bound by the terms of this Agreement.

16. Notices

16.1 Service

A notice or other communication required or permitted to be served by a Party on another Party must be in writing and may be served:

- (a) personally on the other Party;
- (b) by leaving it at the other Party's Current Address;
- (c) by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- (d) by email to the other Party's Current Email.

16.2 Time of service

A notice or other communication is deemed served:

- (a) if delivered, on the next following business day;
- (b) if posted, on the expiration of two business days after the date of posting;
- (c) if sent by facsimile, on the next following business day unless the receiving Party has requested retransmission before the end of that business day; or
- (d) if sent by email, at the time of receipt within the meaning of the *Electronic Transactions (Victoria) Act 2000*.

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17. Alternative Dispute Resolution

17.1 Referral to VCAT

In the event of any dispute between the parties concerning the interpretation or implementation of this Agreement, that dispute must be referred to VCAT for resolution to the extent permitted by the Act. In the event of a dispute concerning any matter which is not referable to the Tribunal pursuant to the Act, that matter will be referred for arbitration agreed upon in writing by the parties, or, in the absence of agreement, the Chairman of the Victorian Chapter of the Institute of Arbitrators, Australia, or his nominee, for arbitration.

17.2 Section 149 of the Act

Wherever provision is made in this Agreement that any matter be done to the satisfaction of the Council or any of its officers or any public authority and a dispute arises in relation to that matter, the dispute will be referred to VCAT in accordance with Section 149 of the Act.

17.3 Legal Representation

The parties will be entitled to legal representation for the purposes of any arbitration or referral referred to in clauses 17.1 and 17.2 and, unless the arbitrator, chairman, nominee or VCAT otherwise directs, each party will bear its own costs in relation to it.

18. Miscellaneous

18.1 Commencement of Agreement

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

18.2 Default

- (a) If the Owner fails to comply with the provisions of this Agreement, Council may serve a notice on the Owner specifying the works, matters and things in respect of which the Owner is in default.
- (b) If the alleged default continues for 30 days after the service of such notice, Council may, by its officers, employees, agents and contractors, enter the Subject Land and ensure that the works, matters and things are carried out.
- (c) The costs incurred by the Council in undertaking the works as a result of the Owner's default will be payable by the Owner.

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Page 18

AR245181G

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18.3 Ending of Agreement

This Agreement ends on the date that the Council issues a letter confirming that the Owner has complied with all of its obligations under this Agreement.

18.4 Multiple lots

If this Agreement relates to more than one lot and the Owner of that lot has complied with all of the obligations in relation to that lot, the Owner of that lot may request Council to end this Agreement in relation to that lot.

18.5 Application to Registrar

As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under s183(2) of the Act to cancel the recording of this Agreement on the register.

18.6 No fettering of Council's powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

18.7 No waiver

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

18.8 Severability

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.

18.9 Proper law

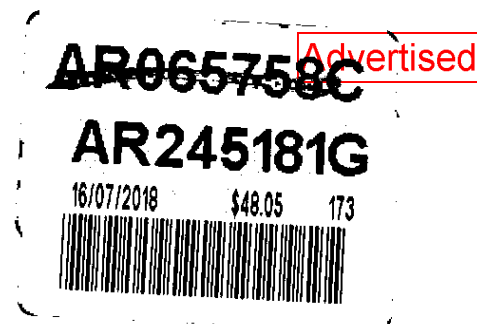
This Agreement is governed by and the Owner submits to the laws of the State of Victoria.

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Page 19



Schedule 1 Construction Procedure

Procedure for issue of Certificate of Practical Completion

1. Upon the completion of the Infrastructure Project the Owner must notify Council or any other relevant authority.
2. Within 10 Business Days of receiving notice of the completion of an Infrastructure Project from the Owner, Council or any other relevant authority must inspect the Infrastructure Project and determine whether to issue the Certificate of Practical Completion.
3. If Council is not satisfied with Infrastructure Project, Council may refuse to issue a Certificate of Practical Completion provided Council identifies:
 - (a) in what manner or respect the Infrastructure Project is not satisfactorily completed; and
 - (b) what must be done to satisfactorily complete the Infrastructure Project.
4. Council may, notwithstanding the detection of a minor non-compliance, determine to issue a Certificate of Practical Completion if Council is satisfied that the proper completion of the outstanding matter can be secured by the payment of a financial amount to Council or the provision of some other security for the proper completion of the outstanding matter.

Access

5. Before accessing land owned by Council or a third party for the purpose of constructing any Infrastructure Project or undertaking any maintenance or repair of defects in respect of any Infrastructure project in accordance with this Agreement, the Owner must satisfy Council that the Owner has:
 - (a) the consent of the owner of land to access such land; and
 - (b) it has satisfied any condition of such consent.
6. The Owner is required to put in place and then maintain all proper occupational health and safety plans as may be required under any law.
7. Subject to the Owner satisfying any conditions of consent to access land owned by Council, Council will provide all reasonable access as may be required to its land in order to enable an Infrastructure Project to be completed, maintained or repaired in accordance with the Approved Plans.

Quality of Work

8. Apart from any other requirement contained in the Agreement, all work must:
 - (a) accord with the Approved Plans unless otherwise approved in writing by Council;

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- (b) use good quality materials, which are suitable for the purpose for which they are required and not use asbestos;
- (c) be carried out in a proper and workmanlike manner;
- (d) be fit and structurally sound fit for purpose and suitable for its intended use;
- (e) not encroach on land other than the land shown in any plans or specifications approved by Council;
- (f) comprise best industry practice;
- (g) unless otherwise authorised comply with any relevant current Australian Standard; and
- (h) accord with a construction management plan to be prepared to the satisfaction of Council.

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Page 21

Schedule 2 Infrastructure Projects

DCP Project Reference Number	Infrastructure Project Description	Extent of project	Milestone for the completion of the Infrastructure Project	Agreed project cost	Funding source	Timing for Application of Credit (Credit date)	Timing of payments once credits exhausted.
DR-02	Pipework X2-X1	228m of 900mm RCP	Prior to the issue of a statement of Compliance for the relevant stage unless otherwise agreed with Council. Length of pipe to be certified by surveyor at each stage in accordance with staging plan.	The amount specified in and indexed in accordance with the DCP.	Development Contributions Plan Credit	Upon issue of a satisfactory claim by owner for the Agreed Project Value and the Issue of a Certificate of Practical Completion for the Infrastructure Project	Subject to availability of Development Contributions funds
DR-02	Pipework Y2-Y1 Y3-Y1	As described under Local Transport projects (Item 2.2.2 Table 4) of the Drouin Development Contributions Plan and Appendix B	Prior to the issue of a statement of Compliance for the relevant stage unless otherwise agreed with Council and in accordance with staging plan.	The amount specified in and indexed in accordance with the DCP plus an agreed amount with Council due to required upgrade of pipe Y3-Y1.	Development Contributions Plan Credit	Upon issue of a satisfactory claim by owner for the Agreed Project Value and the Issue of a Certificate of Practical Completion for the Infrastructure Project	Payment from DCP fund to be limited to quarantined funds collected from previous stages. Any balance

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Page 36 of 52

Executed as a deed



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 **GARDEN AREA**
LOT 3: 35% LOT 5: 38%
LOT 4: 26% LOT 6: 28%

 **BUILDING ENVELOPE**

Buildings envelopes are located 4m from Paramount Drive
2m from common property boundaries & 1m from all other
all other boundaries unless otherwise shown.

CREATION OF RESTRICTION

Upon registration of this plan the following
restriction is to be created:

Land to benefit: LOTS 3, 4, 5 & 6 ON THIS PLAN

Land to be burdened: LOTS 3, 4, 5 & 6 ON THIS PLAN

Description of Restriction No 1: All buildings and wastewater
treatment and disposal areas cannot be located outside the building
envelope without the prior written consent of the responsible authority

NOTE:

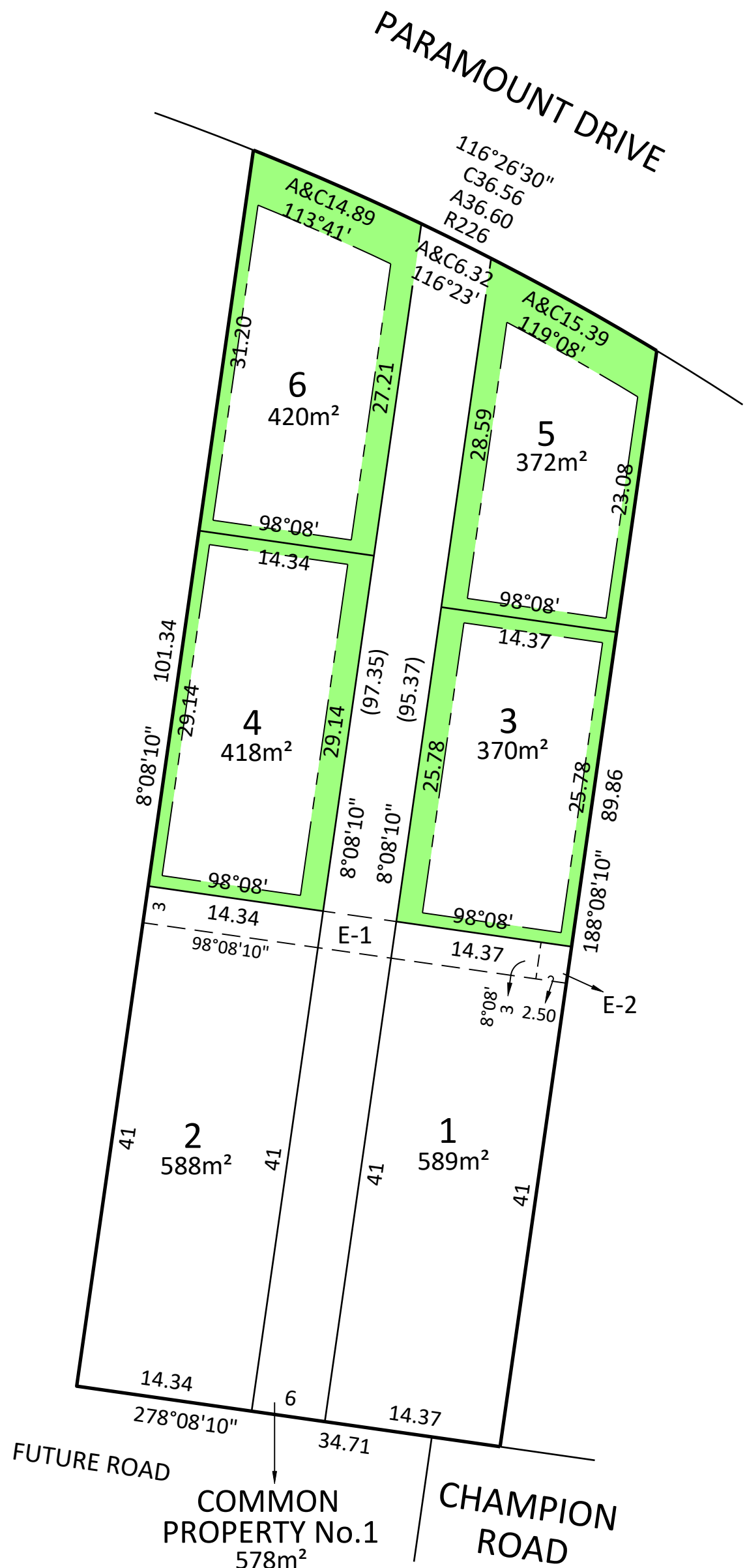
ALL DIMENSIONS ARE APPROXIMATE AND
SUBJECT TO FINAL SURVEY.

E-1 & E-2 DENOTE DRAINAGE AND WATER EASEMENTS

PLAN OF PROPOSED SUBDIVISION

Lot 236 on PS903998G

45 Paramount Drive Warragul 3820



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www.beveridgewilliams.com.au
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Town Planning Report

6 Lot Subdivision

45 Paramount Drive, Warragul

Client

Issued
22-11-2024



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BW

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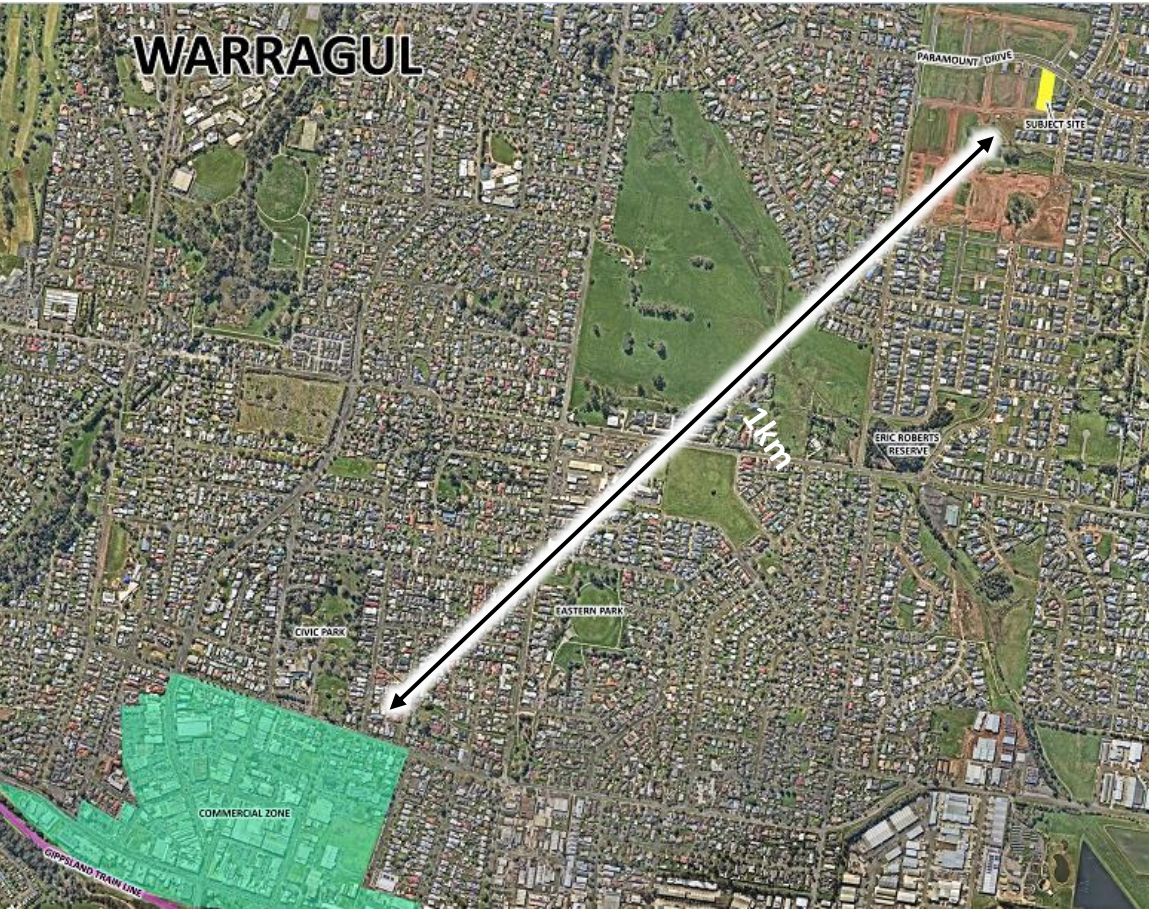
Beveridge Williams

Page 39 of 52

SUBJECT SITE

Address:	45 Paramount Drive, Warragul
Lot Details:	Lot 236 on Plan of Subdivision 903998
Title Particulars:	Volume: 12531, Folio: 201
Title Restrictions:	None
Area, shape, services topography:	3,335m ² formed in a trapezoid shape The site falls to the west at a slope of approximately 6 %
Cultural Heritage:	None
Strategy Plan:	Existing Residential
Zoning:	General Residential (Schedule 1)
Overlays:	Development Contribution Plan Overlay (Schedule 1 – Area 10A and Schedule 2)
Improvements:	<p>The land is vacant.</p> <p>The land abuts Paramount Drive on its northern boundary for a distance of 15.24 metres and the future Champion Road to the south for a distance of 34.71, noting that 5.61 metres of this is currently vested as road and the balance is under construction/to be vested.</p> <p>The land has a depth of 89.86 metres on the eastern boundary and 101.34 metres on the western boundary.</p> <p>The land has no formal crossover and has two street trees within the road reserve directly fronting the site in Paramount Drive and one currently within the abutting 5.61 metre vested length of Champion Road reserve. There is a pedestrian crossing located within the Paramount Drive road reserve in the north-western area of the site's frontage to this road.</p> <p>The frontage to Paramount Drive is unfenced, as is the frontage to the future Champion Road.</p> <p>The eastern and western boundaries of the land are currently mostly unfenced as most of the abutting land remains undeveloped. The exception to this, is the southern part of the eastern boundary which is fenced with timber 1.8m high palings at the rear boundary of two abutting lots.</p> <p>The land contains no trees or shrubs and consists entirely of mown grass.</p>

AERIAL PHOTOGRAPH OF THE SUBJECT SITE (OUTLINED YELLOW) & SURROUNDS



Advertised



Figure 1 Locality Plan – Source: neamap.com.com

DCPO AREA MAP

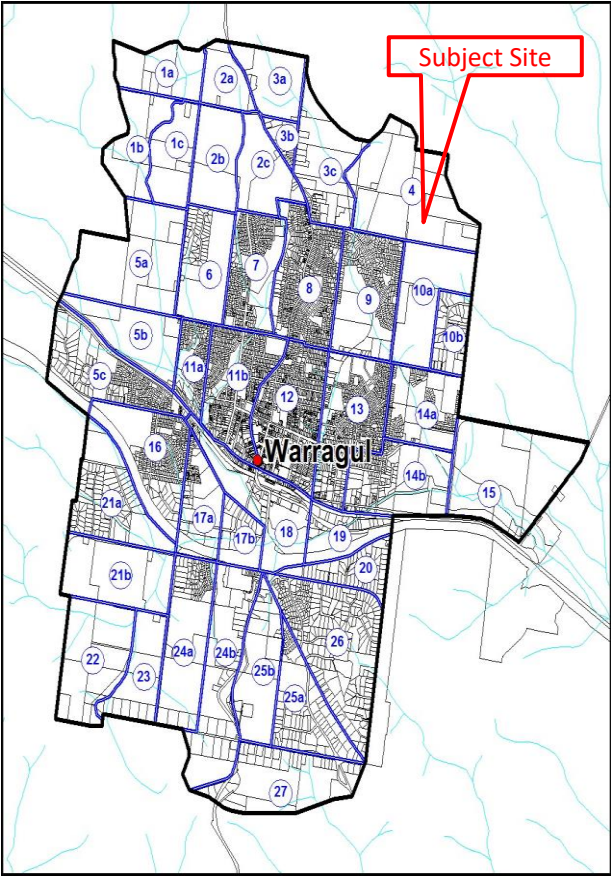


Figure 2 DCP Warragul - Source : www.planning.vic.gov.au

ZONING MAP



Figure 3 Zoning Map Source: mapshare.vic.gov.au

OVERLAY MAP

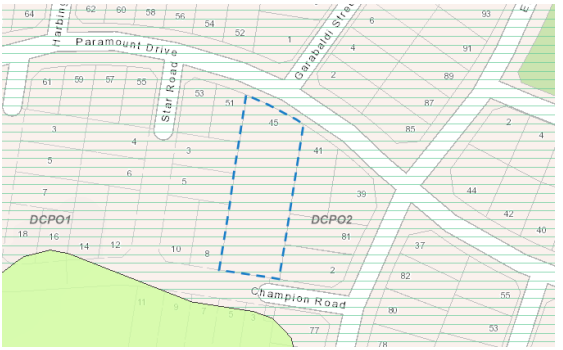


Figure 4 Overlay Map Source: mapshare.vic.gov.au

WARRAGUL FRAMEWORK PLAN

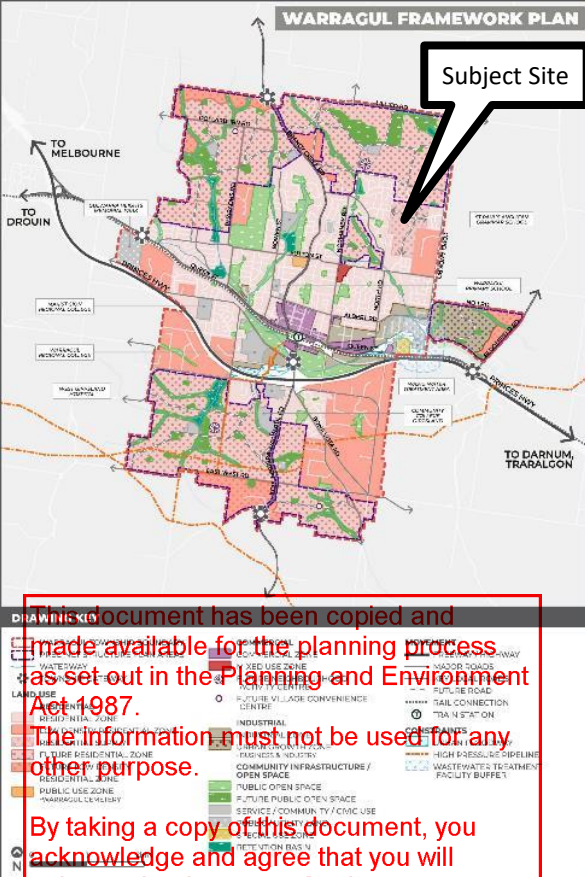
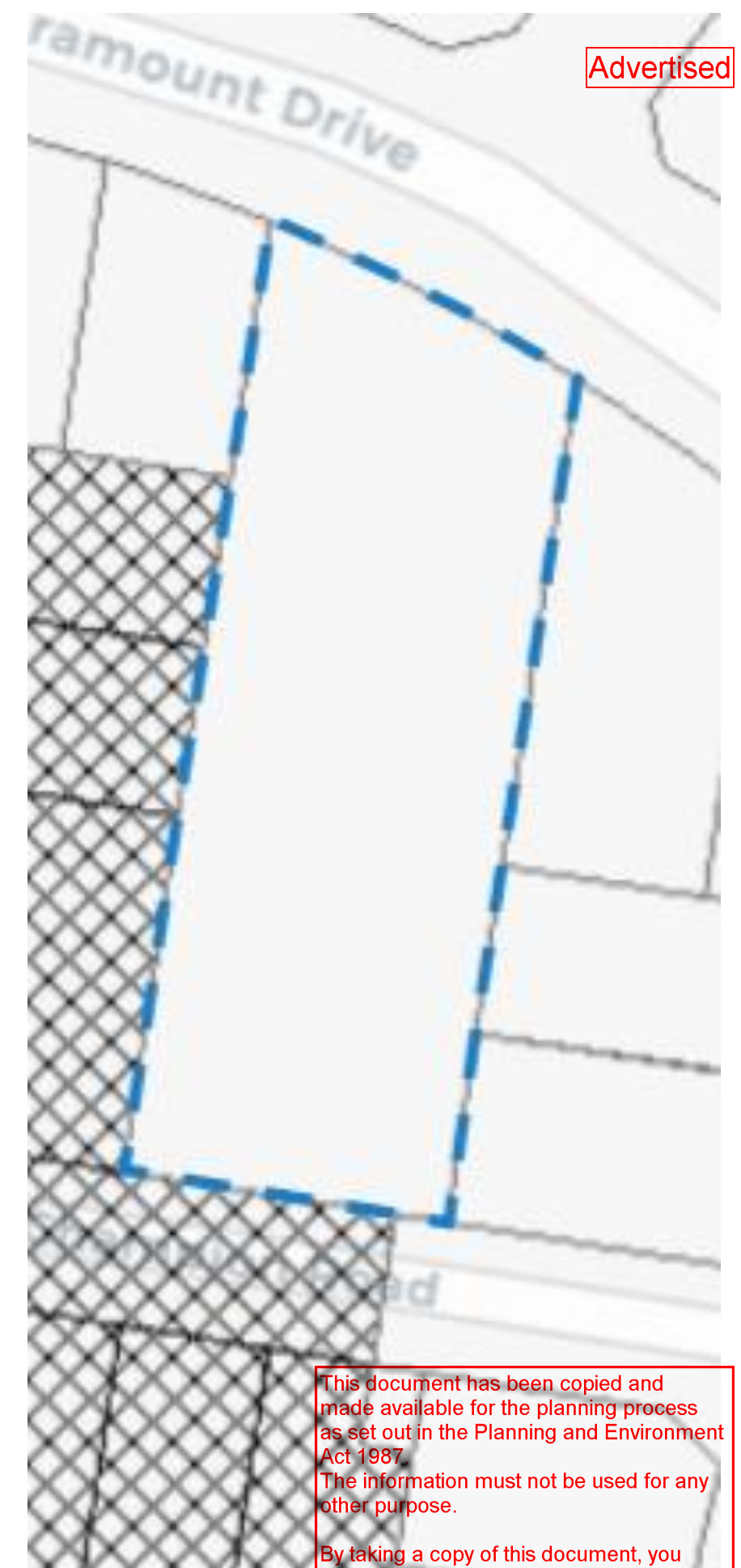
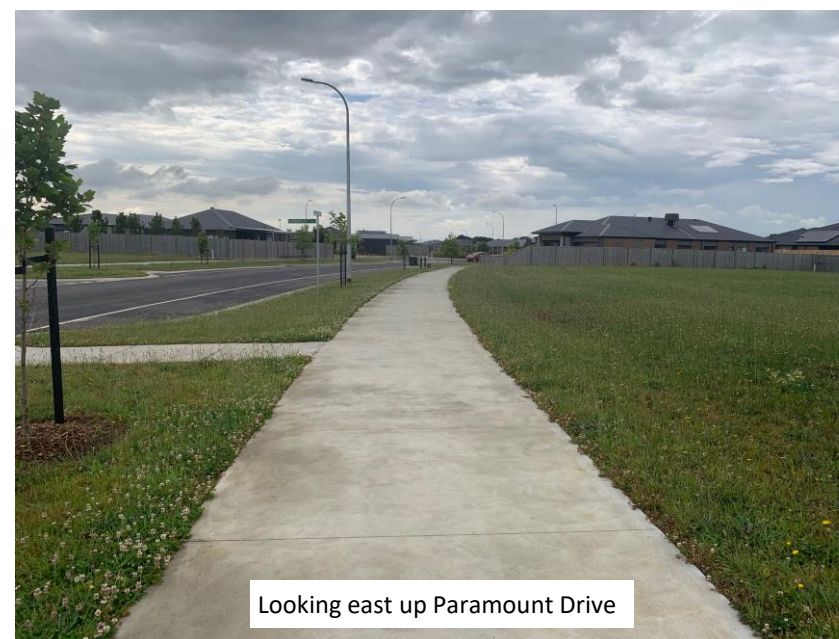
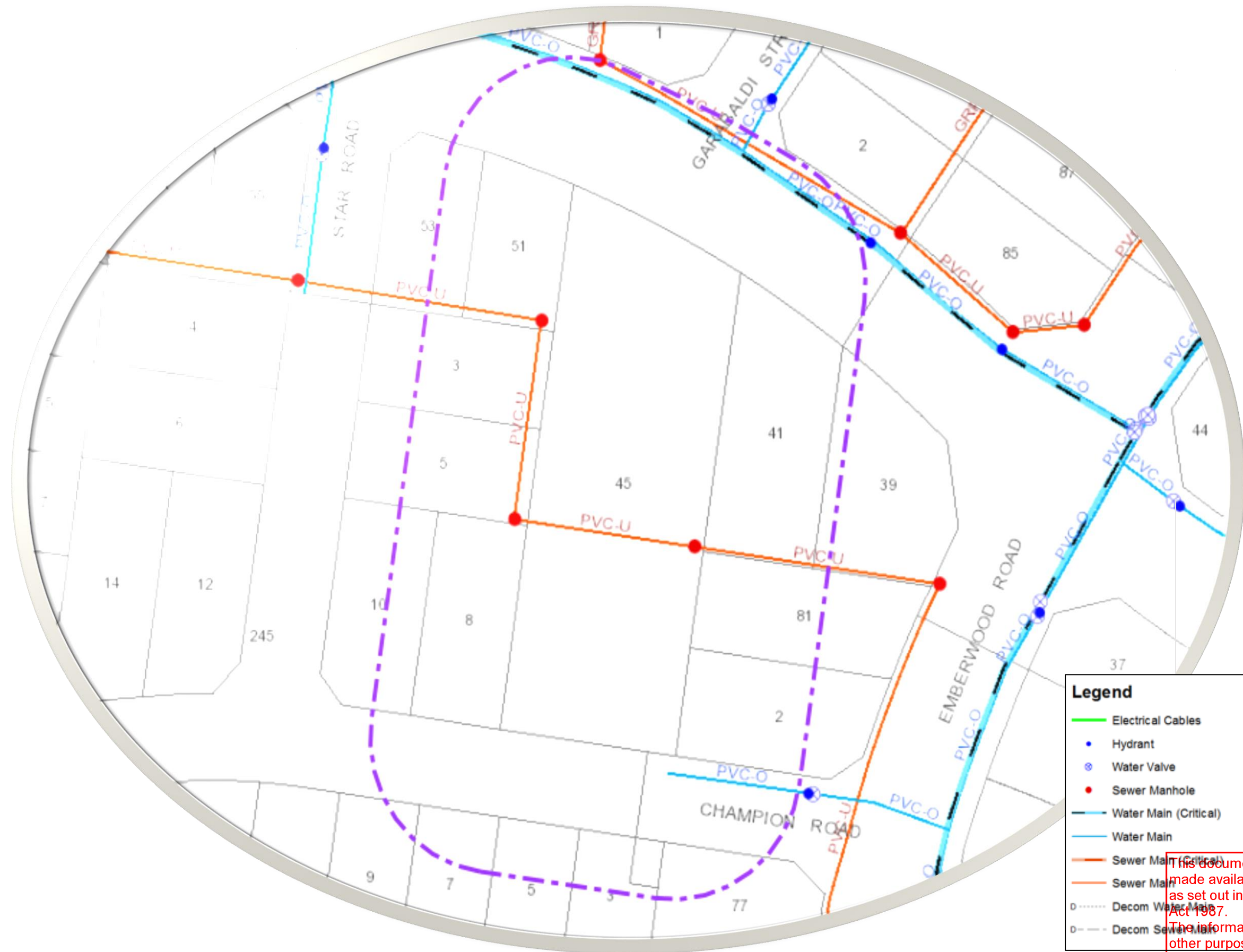


Figure 5 Warragul Framework Plan Source : www.planning.vic.gov.au



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Legend

- Electrical Cables
- Hydrant
- ⊗ Water Valve
- Sewer Manhole
- Water Main (Critical)
- Water Main
- Sewer Main (Critical)
- Sewer Main
- - - Decom Water Main
- - - Decom Sewer Main

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Figure 8 Sewer and water Source: dbyd.com

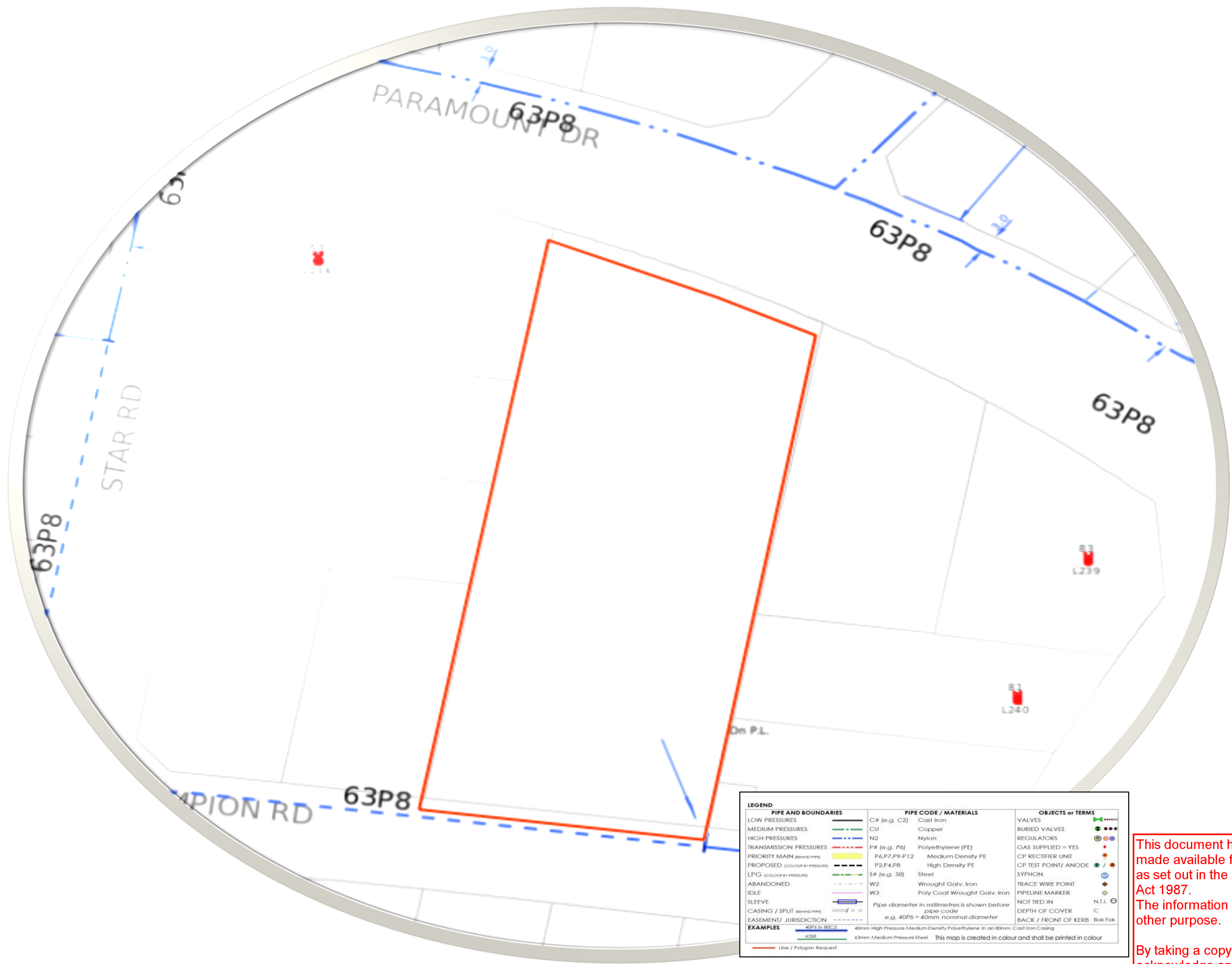


Figure 9 Gas assets: Source: dbyd.com

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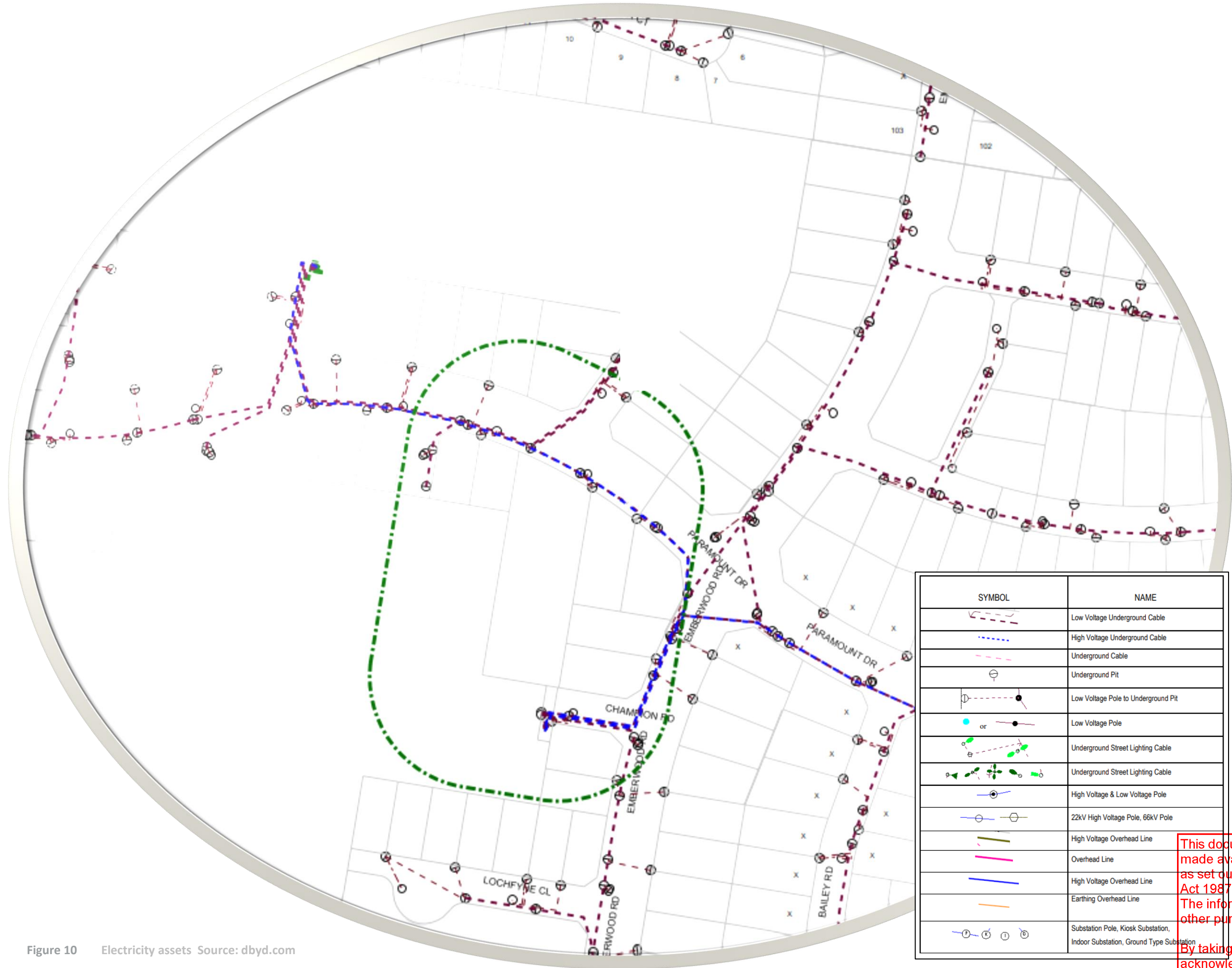


Figure 10 Electricity assets Source: dbyd.com

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ADJOINING LAND

The subject site abuts:

- 1
- '41 Paramount Drive' for the full extent of its 55.75 metre long southern boundary. This property has an area of approximately 1,014m² formed in a rectangular shape and is more formally referred to as Lot 238 PS903998G. It is a vacant lot.
- 2
- '81 Emberwood Road' to the east. This property has an area of approximately 757m² formed in a rectangular shape and is more formally referred to as Lot 240 PS833044. The land is developed with a single storey dwelling set back roughly 10.5 metres from the shared boundary with the subject land and which abuts its southern boundary and has a setback of roughly 2.5 metres on its northern boundary.
- 3
- '2 Champion Road' to the east for a distance of 18 metres. This property has an area of approximately 537m² formed in a rectangular shape and is more formally referred to as Lot 241 PS833044. The land is developed with a single storey dwelling set back roughly 5.5 metres from the shared boundary with the subject land and which has a small shed fully abutting the shared boundary within this 5.5m setback.
- 4
- '51 Paramount Drive' on its western side for a distance of 27.34 metres. This property has an area of approximately 529m² formed in a trapezoid shape and is more formally referred to as Lot 235 PS903998G.
- 5
- Abutting to the west is future Lot 244 on P903998 which will be known as '3 Star Road'. This is currently described as 'superlot K' on PS826063. This lot is under construction and will have a rear abuttal to the subject land of approximately 18 metres.
- 6
- Also having an abuttal to the west boundary is future Lot 246 on PS903998 that will be known as '5 Star Road'. This is currently described as 'superlot K' on PS826063. This land is under construction and will have a rear abuttal to the subject land of approximately 18 metres.
- 7
- Also having an abuttal to the west boundary is future Lot 244 on PS903998 that will be known as '8 Champion Road'. This is currently described as 'superlot K' PS826063. This land is under construction and will have a side abuttal to the subject land of 38 metres.

PLAN OF THE SUBJECT SITE (OUTLINED BLACK) WITH THE ABUTTING AND NEARBY LAND REFERENCED

Advertised



Figure 11 Surrounding land Source: mapshare.vic.gov.au

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COMMERCIAL & COMMUNITY FACILITIES WITHIN 1KM OF SUBJECT LAND

Advertised

1. Coventry Drive Playground

Coventry Drive playground is a neighbourhood park roughly 6,900m2 in area. It contains formal play equipment and a small soccer/sporting pitch.

2. Dallas Park

Dallas Park is a larger park close to 1 hectare in area. The park includes walking paths and picnic facilities. It includes several large shade trees.

3. Decker Park

Decker Park is a neighbourhood park with an area of roughly 2,000m². The park includes play equipment and mown lawn areas.

4. Wetland

There are a series of small wetlands within the area including this and wetlands/linear reserves around waterways to the east and south. Whilst primarily for treatment, these spaces include walking paths for passive recreation.

5. St Angela of the Cross Primary School

St Angela's Primary School is a small Catholic School offering Prep to Grade 6 education services.

6. Small park

This is a small 1,070m2 neighbourhood park offering only seating and mown grass areas.

7. Eric Roberts Reserve

Eric Walters Reserve is 3.5 hectares in area and contains vegetated areas, paths and play equipment.

8. Warragul Storage

Warragul Storage is a commercial storage facility that provides for caravan, boat and trailer storage.

9. Favorite Hydroponic Tomato Farm

Flavorite is a well-established hydroponic tomato farm which also produces blueberries, capsicums, eggplants and cucumbers.

PLAN OF THE SUBJECT SITE (MARKED WITH BLACK OUTLINE) WITH 500m, & 1km RADII SHOWN AND KEY FACILITIES NUMBERED

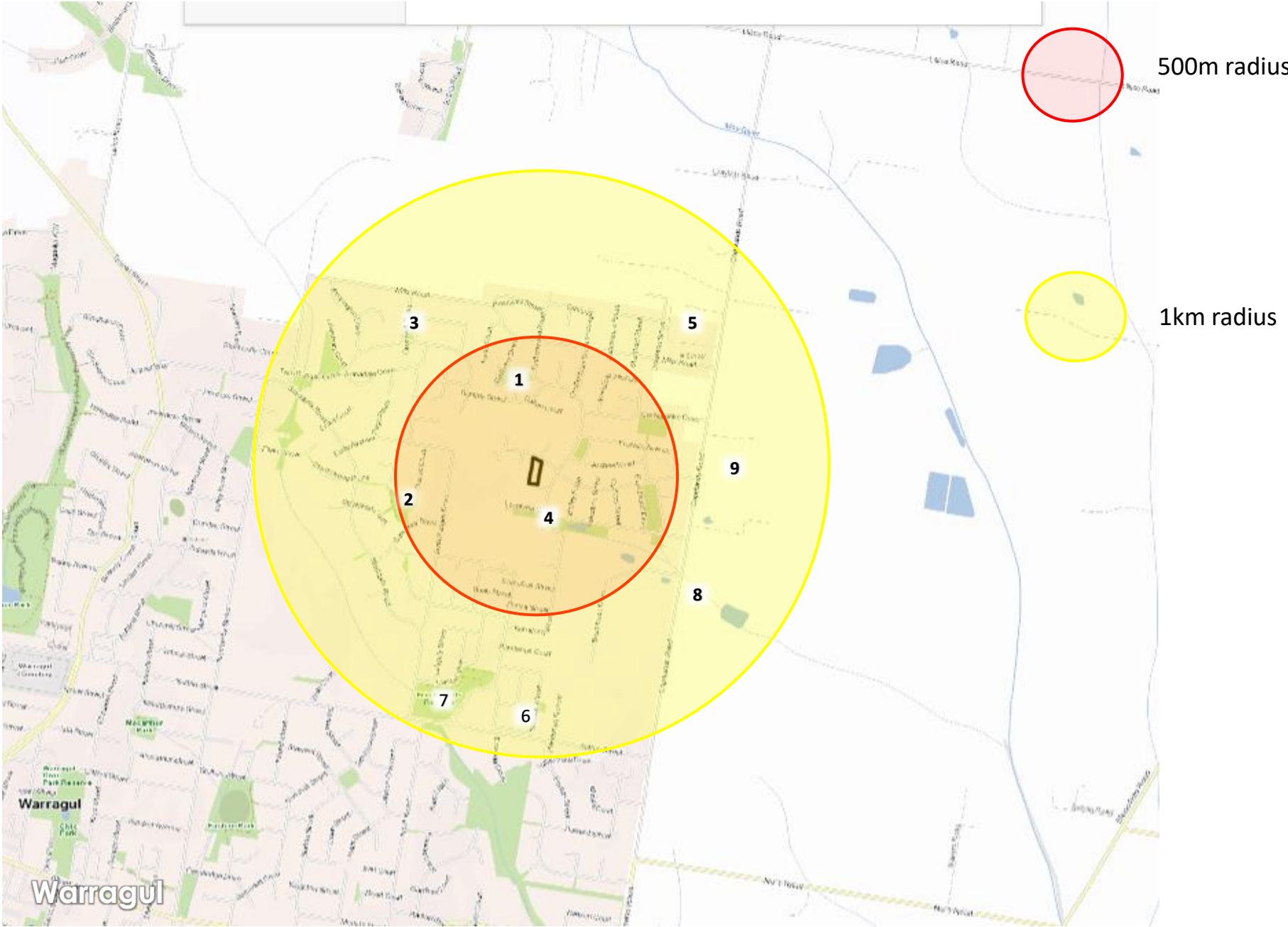


Figure 12 Facilities and Services Source: nearmap.com

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The Proposal

It is proposed to subdivide the land into 6 lots with common property as a staged subdivision.

Lot 1

Proposed Lot 1 will be 589m² in area. It will be accessed from Champion Street. The lot will have a width of 14.34 metres and a depth of 41 metres.

Lot 2

Proposed Lot 2 will be 588m² in area. The lot will be accessed from Champion Road. The lot will have a width of 14.34 metres and a depth of 41 metres.

Lot 3

Proposed Lot 3 will be 370m². The lot will have a width of 14.34 metres and a depth of 25.78 metres. The lot will be accessed from the common property.

The lot will contain a building envelope that exceeds the minimum 10 metre x 15 metre requirement and allows for garden area exceeding 25% of the lot.

Lot 4

Proposed Lot 4 will be 418m² and vacant. The lot will be accessed the common property. The lot will have a width of 14.34 metres and a depth of 29.14 metres.

The lot will contain a building envelope that exceeds the minimum 10 metre x 15 metre requirement and allows for garden area exceeding 25% of the lot.

Lot 5

Proposed Lot 5 will be 372m² and vacant. The lot will have a width of 14.34 metres and a depth of 28.59 on the western boundary and 23.08 metres on the eastern boundary.

The lot will be accessed from a new crossover onto Paramount Drive. The lot will contain a building envelope that exceeds the minimum 10 metre x 15 metre requirement and allows for garden area exceeding 25% of the lot.

Lot 6

Proposed Lot 2 will be 420m² and vacant. The lot will have a width of 14.34 metres and a depth of 27.21 metres on the eastern boundary and 31.20 metres on the western boundary.

The lot will be accessed from the common property driveway so as to avoid conflict with the pedestrian crossing within the street frontage.

The lot will accommodate a building envelope that exceeds the minimum 10 metre x 15 metre requirement and allows for garden area exceeding 25% of the lot.

Existing fencing on the southern section of the eastern boundary will be maintained.

All lots achieve solar accessibility requirements set out in the Scheme. The long axis of each lot is within the tolerance acceptance by the standards.

All lots will be connected to a full suite of reticulated services.

No vegetation is required to be removed to facilitate the proposal.

Common Property

The common property is 578m² in area and 6 metres in width. It provides for common services where required and access to Lots 3, 4 and 6.

Staging

Stage 1 will comprise of Lot 5 and the balance of the land as a superlot.

Stage 2 will comprise of Lot 1, with Lots 2, 3, 4, 6 and the common property as the balance lot.

Stage 3 will comprise of the development of Lots 2, 3, 4, 6 and the common property. This stage is unable to be developed until Champion Road is constructed and vested as road at its frontage.

PROPOSED PLAN OF SUBDIVISION

Advertised

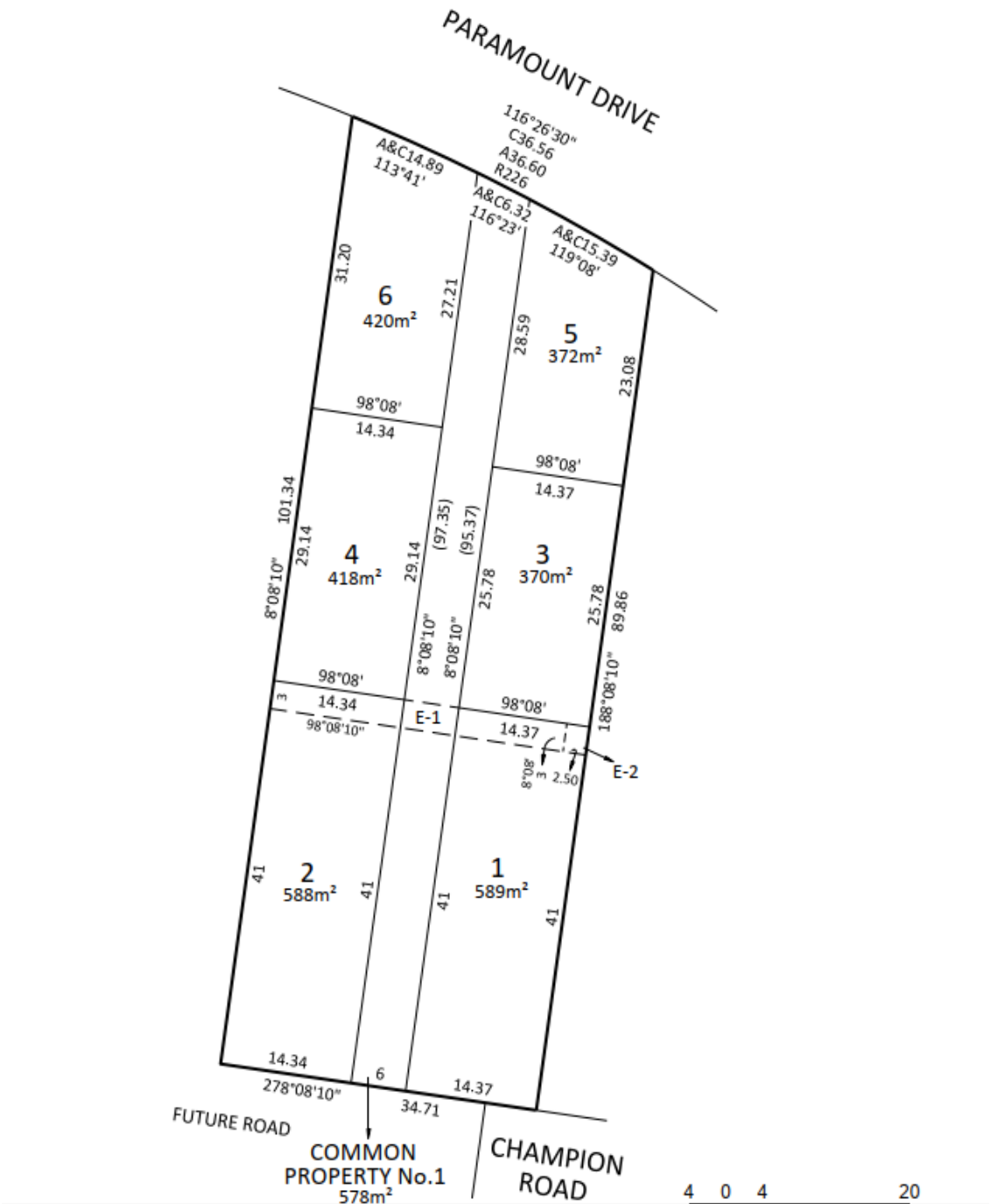


Figure 13 Proposed plan of subdivision

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Zoning

The site is located in the General Residential Zone (Schedule 1) – **Clause 32.08**.



Figure 14: Zoning Map Source: mapshare.vic.gov.au

The purpose of this zone is:

- To implement the Municipal Planning Strategy and the Planning Policy Framework
- To encourage development that respects the neighbourhood character of the area.
- To encourage a diversity of housing types and housing growth particularly in locations offering good access to services and transport.
- To allow educational, recreational, religious, community and a limited range of other non-residential uses to serve local community needs in appropriate locations.

Under **Clause 32.08**, a permit is required to subdivide land under the Zone.

Overlays

The site is located in the Development Contributions Plan Overlay – **Clause 45.06**.

The purpose of the overlay is to:

- To implement the Municipal Planning Strategy and the Planning Policy Framework.
- To identify areas which require the preparation of a development contributions plan for the purpose of levying contributions for the provision of works, services and facilities before development can commence.

Schedule 1 applies to the Baw Baw Shire Development Contributions Plan.

No permit is required under this overlay, however a levy will be required before commencement of buildings and works and prior to release of Statement of compliance for each lot.

Other Provisions

Clause 52.06 Car Parking

Clause 56 Residential Subdivision

Clause 65 Decision Guidelines

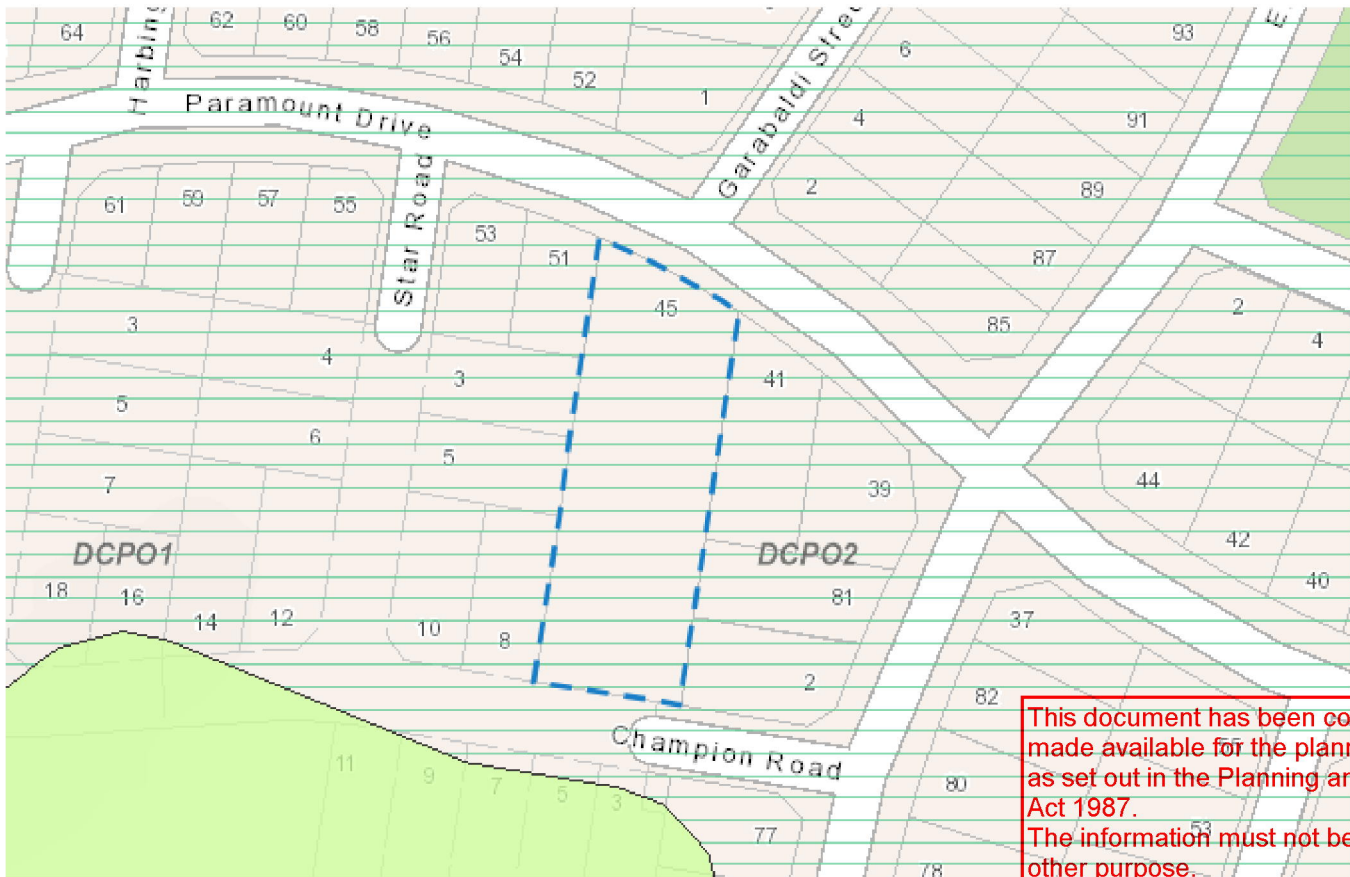


Figure 15: Overlay Map source: mapshare.vic.gov.au

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Planning Assessment

The site is subject to the provisions of the Baw Baw Planning Scheme. It is located in the General Residential Zone – Schedule 1 (GRZ1) and is affected by the Development Contributions Plan overlay.

The following sections provide an assessment of the proposal against the relevant provisions of the Baw Baw Planning Scheme.

Planning Policy Framework

The proposal responds positively to the provisions of the Planning Policy Framework.

Clause 11.01-1S Settlement and **Clause 11.01-1R Settlement – Gippsland** seek to focus both investment and growth in regional and specifically refers to Warragul as being within the regional growth corridor. It states that settlement boundaries need to be reinforced to limit urban sprawl, develop compact urban areas and maximise accessibility to facilities and services. The planning of settlements is to be guided by the relevant regional growth plan and structure plan and opportunities for urban renewal and infill development should be promoted and capitalised on. The proposal is consistent with these objectives and strategies, as it will facilitate a residential infill development within a town that can accommodate growth and will maximise the use of existing infrastructure and community facilities.

Clause 15.01-2S Building design, 15.01-3S Subdivision design and **Clause 15.01-5S Neighbourhood character** seek to create urban environments that respond to their site context in terms of character, natural features and surrounding landscape. The proposal will facilitate new housing opportunities, building development and associated landscape design works. This is expected to enhance the amenity and liveability of the site and surrounding area. The layout achieves lots with a highly liveable environment for the future occupants. The location of the development, within a PSP area where social infrastructure and connectivity for community ty services is planned.

Clause 15.02-1S Energy and resource efficiency seeks to encourage land use and development that is energy and resource efficient and minimises greenhouse gas emissions. It states that consolidation of urban development will be promoted and supported by low energy forms of transport such as walking and cycling. The proposal represents more intensive residential development of the site, that is conveniently located with ready access to bus service 'Route 85 PTV' at the end of Mills Road, which provides a non private motor vehicle means to get into Warragul and the railway system.

Clause 16.01-1S Housing Supply and **Clause 16.01-2S Housing Affordability** seek to facilitate well-located, diverse and affordable housing opportunities and increase the supply of housing on under-utilised residential land. The proposal achieves this outcome by facilitating the infill development of a growth area with planned parks, schools and infrastructure appropriate for higher density residential purposes.

In the strategic context and directions of the Baw Baw Planning Scheme, Warragul is recognised as is one of the two largest in the Baw Baw Shire, having a vital function for the provision of urban land and key services for the broader Baw Baw municipality.

Advised

The proposal is consistent with the directions within the Municipal Planning Strategic for the Warragul township by:

- Providing for residential opportunity in Warragul, where the expected majority of future growth will occur within Baw Baw as envisaged at **Clause 02.02 and 02.03-1**; and,
- Being consistent with **Clause 11.01-1I-02 Main Towns – High Growth**, where the policy seeks to provide population growth within the township boundary of Warragul consistent with the Warragul Framework Plan.

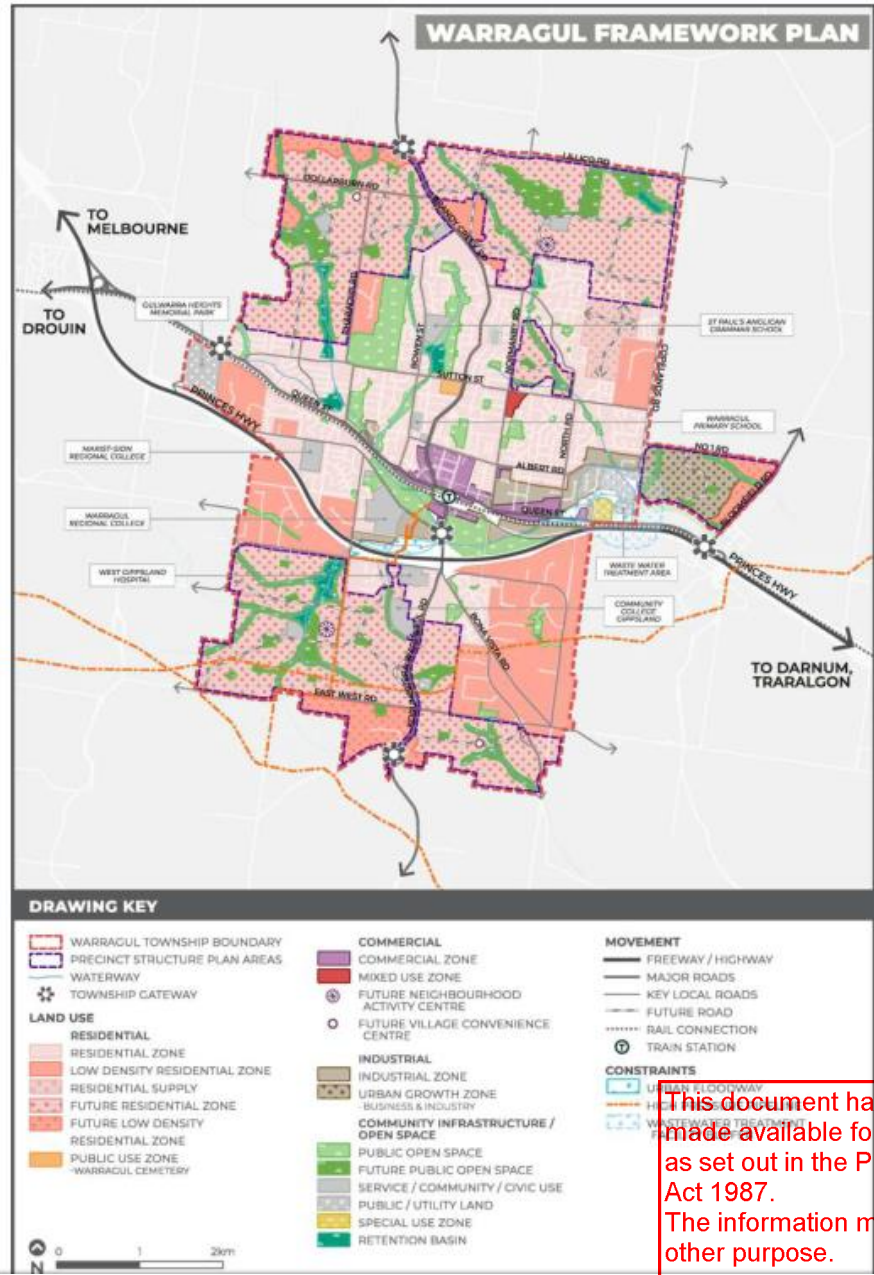


Figure 16: Clause 11.01-1L-02 Warragul Framework Plan – Baw Baw Planning Scheme

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Standard	Is the standard met?
Clause 56.03-5 Neighbourhood character objective	Yes. The proposed subdivision is consistent with the lot pattern in the Copelands and Chesterfields estates, in particular the lot sizes and dimensions that dominate these estates. Whilst there is little development that includes Common property, the proposal will provide for built form that is consistent with the pattern and spacing of housing in these areas. Lot depths are generally in excess of 30 metres and the layout maintains the spacing of crossovers onto Paramount Drive.
Clause 56.03-4 Built environment objective	See above. The proposed vacant lots have appropriate area and dimensions that support building envelopes that will allow for built form that conforms to the domestic scale of dwellings in the area and the pattern of separation of dwellings created by setbacks of these dwellings from side boundaries.
Clause 56.04-1 Lot diversity and distribution	The proposal supports a variation of housing type and density which is supported by the PPF at Clause 16.01-1S and Clause 11.01-1L-01 . The development is within the Warragul PSP which creates neighbourhoods that are walking distance from shopping facilities, parks and local schools. Hence, it is considered an appropriate location for an increase in residential lot supply.
Clause 56.04-2 Lot area and building envelopes objective	Lots 1 & 2 are both over 500m². Lots 3-6 all have areas between 300m² - 500m² and can accommodate a building envelope that meets the 10 metre x 15 metre minimum requirement.
Clause 56.04-3 Solar orientation of lots objective	The proposal is comprised of lots that gain excellent solar access and have few constraints for achieving a design that will allow good solar access to future dwellings. The proposal has the long axis of the lots all within the range north 20 degrees west to north 30 degrees east as displayed in the figure opposite.
Clause 56.04-4 Street orientation objective	The development has two lots fronting Paramount Street and two lots fronting Champion Road, all of which offer wide frontages to these streets and appropriate passive surveillance. No lots have rear fences to roads or parkland. There are no "arterial roads" adjacent to the proposed lots and consequently the subdivision does not create lots with boundaries to these roads.

Standard	Is the standard met?
Clause 56.04-5 Common area objectives	The common property is arranged in a clear linear manner that is practically maintained as an access place.
Clause 56.05-1 Integrated urban landscape objectives	The proposal has no impact to street planting as the proposed common property access is sited away from street trees have been planted in Paramount Drive. The proposed crossovers for Lots 5, 1 and 2 are all clear of any street trees. The depth of the lots fronting Paramount and Champion Roads allows for sufficient front yard landscape planting within a 4 metre setback, in accordance with prevailing character of the area.
Clause 56.05-2 Public open space provision objectives	No public open space provided for the subdivision. This contribution has been made on the original subdivision of the land.
Clause 56.06-2 Walking and cycling network objectives	As an infill development site in a new estate, sufficient provision exists for walking and cycling facilities within the street network to meet the standard.
Clause 56.06-4 Neighbourhood street network objective	The proposal does not create any new streets, courts or connections that would require the detail requested by this provision.
Clause 56.06-6 Public transport network detail objective	There is limited public transport in Warragul aside from a bus service located on Copelands Road/Mills Road east of the site. The proposal does not create any road that requires changes to the design of a bus capable road, bus stops etc., or connectivity to these facilities.
Clause 56.06-7 Neighbourhood street network detail objective	The proposal does not create any new streets, courts or connections that would require the detail requested by this provision.
Clause 56.06-8 Lot access objective	Each lot is provided with appropriate and logical access. Lots 1, 2 and 6 will require crossovers, which will be from their respective street frontages and constructed by the future lot owner so that they can conform to a location that is practical to the design of a dwelling. Indicative locations have been shown on the plans to demonstrate that the lots can accommodate a crossover. The remainder of the lots can be accessed from the common property.
Clause 56.07-1 Drinking Water Supply	Yes, a reticulated water supply is available to all lots and the governing authority is Gippsland Water as demonstrated in figure 8.
Clause 56.07-2 Used and recycled water	Not applicable, as a reused and recycled water supply is not available in Warragul.

Standard	Is the standard met?
Clause 56.07-3 Waste water	The subdivision will be connected to reticulated sewer managed by Gippsland Water. Sewer is available in Paramount Drive as demonstrated in figure 8.
Clause 56.07-4 Urban run-off management	Each lot will be drained to the legal point of discharge in accordance with Baw Baw Shire Council's requirements to ensure that there is no detriment to adjoining land. It is noted that treatment and detention for stormwater has been provided for in the ultimate drainage asset delivery set out in the PSP which has now been delivered for his catchment.

DESIGN RESPONSE PLAN



The effect on the amenity of the area:

The proposed development is consistent with lot size and density of the Copelands Estate. Therefore, the increase in lots is consistent with expectations for development, traffic movements and residential amenity for the area.

Advertised

The proximity of the land to any public land.

The subject site abuts Paramount Drive and the future Champion Street, including a small section of Champion Street already vested in Council. There is no other public land impacted by the proposal. The development responds appropriate to the street network as demonstrated in the Clause 56 assessment both in terms of visual surveillance and interruption to the street by crossover design.

Factors likely to cause or contribute to land degradation, salinity or reduce water quality

The development will be drained to the existing drainage system in Champion Street noting that this forms part of the ultimate drainage system that has been developed in accordance with the PSP and sized to cater for the ultimate development of this PSP area.

Whether the proposed development is designed to maintain or improve the quality of stormwater within and exiting the site.

The site naturally falls at a 4% slope to Champion Street and currently drains to this street. In accordance with the previous submissions, the drainage system for this area of the PSP has been designed and constructed to accommodate the ultimate developed state of this area and is appropriate for the proposal.

The extent and character of native vegetation and the likelihood of its destruction.

The subject site does not accommodate any vegetation.

Whether native vegetation is to be or can be protected, planted or allowed to regenerate.

As above.

The degree of flood, erosion or fire hazard associated with the location of the land and the use, development or management of the land so as to minimise any such hazard.

The land is not recognised as being susceptible to flood, fire or erosion.

The adequacy of loading and unloading facilities and any associated amenity, traffic flow and road safety impacts.

Each proposed lot has ample room to accommodate loading and unloading associated with residential uses on the site.

The impact the use or development will have on the current and future development and operation of the transport system.

The proposed subdivision will require 1 new crossover for Lot 6 to Paramount Drive, a crossover for the common property on Paramount Drive, two crossovers for Lots 1 & 2 onto Champion Drive and a crossover for common property onto Champion Drive. This is consistent with the construction standards of the road and expectations for vehicle accesses onto these roads. The design has accounted for the pedestrian crossing located to the north-west of the site and avoided an individual crossover to Lot 5 to avoid this conflict.

The suitability of the land for subdivision

The subject site is zoned General Residential, has connections to all reticulated services and is a large underdeveloped site in close proximity to social infrastructure . It is considered that the land is suitable for subdivision.

The existing use and possible future development of the land and nearby land.

The only option for redevelopment of land in vicinity of the site, is typically in the form of infill housing such as proposed in this application.

The availability of subdivided land in the locality, and the need for the creation of further lots.

Anecdotal evidence from local agents suggests that there is a shortfall of vacant residential land In Warragul.

The effect of development on the use or development of other land which has a common means of drainage.

The drainage of the land will go to Champion Street and does not rely on common drainage infrastructure on abutting lots or drainage easements on nearby lots.

The subdivision pattern having regard to the physical characteristics of the land including existing vegetation.

The area is generally devoid of any vegetation and is generally flat land with few characteristics that require specific design response.

The density of the proposed development.

The proposed development provides 6 lots with an average area of 555m². This density is appropriate given prevailing character of the area for housing set in the Warragul PSP which is 12 dwellings/ha.

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The area and dimensions of each lot in the subdivision.

The area and dimension of each lot in the subdivision can be seen on the proposed plan of subdivision at *Figure 13*.

Advertised

The layout of roads having regard to their function and relationship to existing roads.

The proposal does not involve construction of new public roads. The common property driveway will act as an access place and is a ‘through road’ which avoids the need for any reverse movements of vehicles onto the road network.

The movement of pedestrians and vehicles throughout the subdivision and the ease of access to all lots.

The proposed development doesn't include any public thoroughfares. Only private common property is proposed. The lots are readily accessed by the common property and/ or crossovers onto their respective streets.

The provision and location of reserves for public open space and other community facilities.

The development does not include an area of public open space. There is no requirement for open space given the proximity of high quality parkland in the area. The proposal is also exempt from requiring a 5% POS contribution, as this has been previously provided as noted on the existing Plan of Subdivision:

Public Open Space

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

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The staging of the subdivision.

The proposed subdivision is staged as shown on the proposed plan and set out in the proposal section of this report. It reflects a logical response to infrastructure availability and limited liability to common property owners.

The design and siting of buildings having regard to safety and the risk of spread of fire.

The lots are provided with sufficient land area to accommodate future buildings with setbacks from boundaries to reduce the likelihood of spread of fire.

The provision of off-street parking.

Each lot has sufficient land area to accommodate car parking within its respective boundary.

The provision and location of common property.

Common property services Lots 3-5 as shown on the proposed plan.

The functions of any body corporate.

The Owners Corporation functions apply to access and servicing.

The availability and provision of utility services, including water, sewerage, drainage, electricity and gas.

As shown previously, the land enjoys access to a full suite of reticulated services which has been recently constructed as part of the Copelands Estate.

If the land is not sewered and no provision has been made for the land to be sewered, the capacity of the land to treat and retain all sewage and sullage within the boundaries of each lot.

The land has access to reticulated sewer.

Whether, in relation to subdivision plans, native vegetation can be protected through subdivision and siting of open space areas.

As discussed previously, there is no native vegetation on the property.

The impact the development will have on the current and future development and operation of the transport system.

The proposed subdivision will add approximately 60 more vehicle movements. These additional movement are consistent with the density of subdivision and construction standard of Paramount Drive and Champion Street.

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