



# Application for a Planning Permit

## Section 1: LAND DETAILS

Unit Number:	Street Number:	Street Name:
Town:	Postcode:	

32 NEERIM EAST RD  
NEERIM SOTH 3831

**FORMAL LAND DESCRIPTION** (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 <input type="checkbox"/> Title Plan <input type="checkbox"/> Plan of Subdivision <input checked="" type="checkbox"/>
Plan Number:	836805T

### Option B:

Crown Allotment Number:	
Section Number:	
Parish/Township Name:	

## Section 2: PERMIT APPLICANT

Name:	PETER NOLAN
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:	

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## Section 4: DEVELOPMENT COST - Estimated Cost of development for which the permit is required

\$30,000	
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**Section 5: PROPOSAL** You must give full details of the proposal being applied for. Insufficient or unclear information will delay your application. **Advertised**

For what use, development or other matter do you require a permit?

**Development:**

<input type="checkbox"/> Advertising Signage	<input type="checkbox"/> Development of 2 or more dwellings Qty: <input type="text"/>
<input type="checkbox"/> Agricultural Outbuildings	<input type="checkbox"/> Mixed Use Development and Reduction of Carparking
<input type="checkbox"/> Buildings and Works and Reduction in Carparking	<input type="checkbox"/> Residential Outbuildings
<input type="checkbox"/> Commercial or Industrial Buildings and Works	<input type="checkbox"/> Single Dwelling
<input type="checkbox"/> Extension / Alteration to Dwelling	<input type="checkbox"/> Telecommunications

**Use:**

<input type="checkbox"/> Buildings and Works and Change of Use	<input type="checkbox"/> Home Based Business
<input type="checkbox"/> Change of Use	<input type="checkbox"/> Sale and Consumption of Liquor
<input type="checkbox"/> Change of Use and Single Dwelling	

**Subdivision:**

<input type="checkbox"/> Boundary Realignment	<input type="checkbox"/> 3 or more Lot Subdivision Qty: <input type="text"/>
<input type="checkbox"/> Variation/ Removal of Restriction	<input checked="" type="checkbox"/> Create an easement
<input checked="" type="checkbox"/> 2 Lot Subdivision	<input type="checkbox"/> 100 or more Lot Subdivision Qty: <input type="text"/>

**Subdivision / Vegetation Removal:**

<input type="checkbox"/> Native Vegetation Removal or Lopping	<input type="checkbox"/> Non Native Vegetation Removal or Lopping (ES04)
<input type="checkbox"/> Subdivision Qty: <input type="text"/>	<input type="checkbox"/> Alteration of access RDZ1

**Other:**

<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> Yes	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> No	<input type="checkbox"/> <input type="checkbox"/> Not Applicable (no such covenant, section 173 agreement or restriction applies)
---	--	---

Does the proposal breach, in any way, an encumbrance on title such as a restrictive covenant, Section 173 agreement or other obligation such as an easement or building envelope?

Yes  No  Not Applicable (no such covenant, section 173 agreement or restriction applies)

If yes, you should contact Council for advice as to how to proceed with the application.

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**FURTHER DETAILS OF PROPOSAL** (optional)

Subdivide an existing lot of 1,096m<sup>2</sup> to create one new vacant lot with street frontage of approximately 450m<sup>2</sup>; and, one rear lot (battle-axe style) of around 646m<sup>2</sup> containing a recently constructed 3BR dwelling with direct driveway access to Neelin East Rd.

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**Section 6: EXISTING CONDITIONS** Describe how the land is used and developed now.

Provide a plan of the existing conditions. Photos are also helpful.

**Advertised**

Land is a slightly undulating lot of 1,096m<sup>2</sup> with a recently constructed dwelling to the rear. New landscaping works have recently been completed and with the positioning of a sewer easement which effectively cuts the lot in 2, it is amenable to a 2 lot subdivision.

**Section 7: PRE-APPLICATION MEETING** Has there been a Pre-Application meeting with a Council Planning Officer?

No <input type="checkbox"/>		
Yes <input type="checkbox"/>	If yes, with whom?	
	Date of this meeting	

**Section 8: 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: 3/10/25
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 Signature:	Date:

**CHECK LIST** Please ensure you have included the following items with your application form. *Failure to provide all the information above may result in a delay in the processing of the application.*

- A fully completed and signed copy of this form.
- Most applications require a fee to be paid. *Please make payment at time of lodgement if submitting at Councils Customer Service Centre or submitting through our on-line portal. If emailing your application, a payment link will be sent to your nominated email once registered on the system.*  
Contact Council to determine the appropriate fee.
- Full and current copy of title and title plan (no older than 60 days) for each individual parcel of land forming the subject site. The title includes: the covering register search statement, the title plan and the associated title documents (known as instruments).
- Provided plans showing the layout and details of the proposal
- Provided any information required by the planning scheme, requested by Council
- Provided a description of the likely effect of the proposal (if required)
- Completed the declaration in Section 8
- Provided a contact phone number and e-mail address

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

Page 1 of 1

VOLUME 12628 FOLIO 638

Security no : 124130847077U  
Produced 17/12/2025 03:28 PM**LAND DESCRIPTION**

Lot 2 on Plan of Subdivision 836805T.  
PARENT TITLE Volume 09474 Folio 860  
Created by instrument PS836805T 15/08/2025

**REGISTERED PROPRIETOR**

Estate Fee Simple

**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  
AZ318159A 27/06/2025

**DIAGRAM LOCATION**

SEE PS836805T FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NUMBER	PLAN OF SUBDIVISION	STATUS	DATE
PS836805T (B)		Registered	15/08/2025

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

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

Street Address: 32 NEERIM EAST ROAD NEERIM SOUTH VIC 3831

**ADMINISTRATIVE NOTICES**

NIL

eCT Control 19416K CASEY CONVEYANCING  
Effective from 15/08/2025

DOCUMENT END

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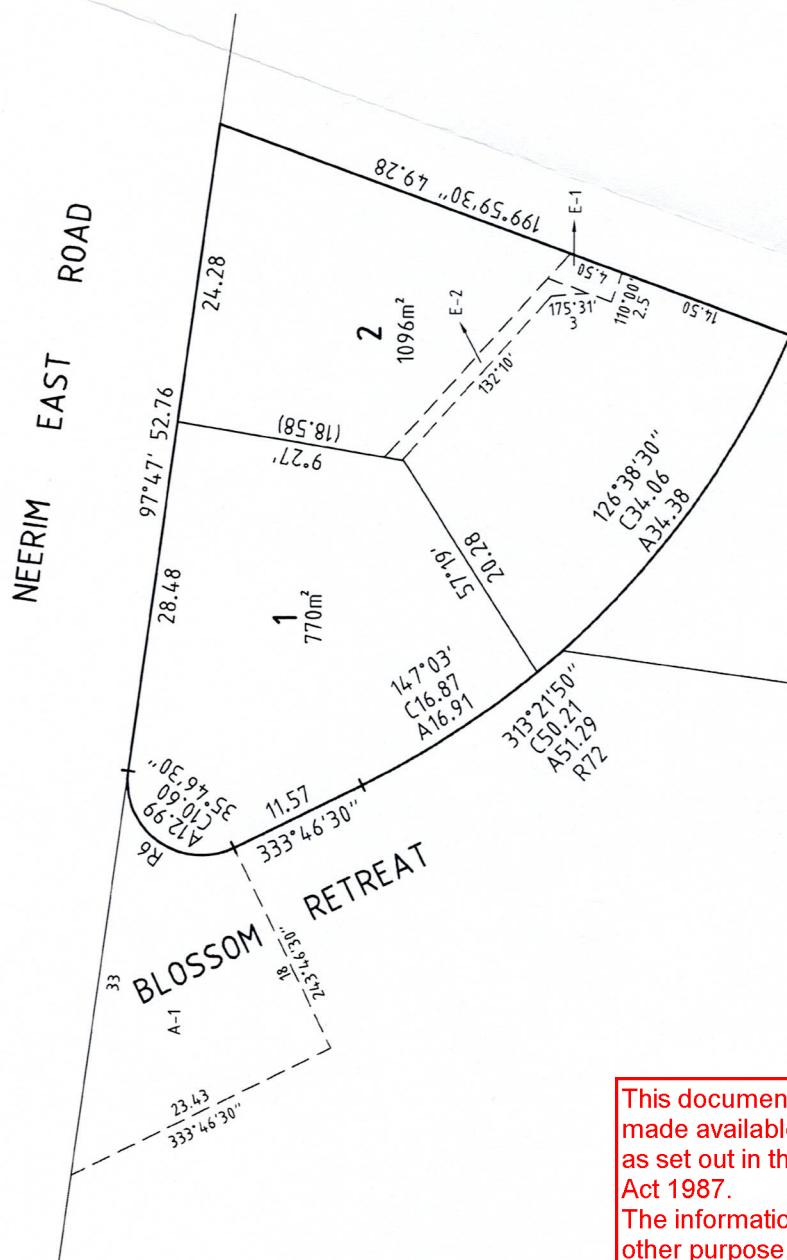
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Page 4 of 27

Page 1 of 1

PS 836805 T

M.G.A. 2020 ZONE 55



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**NEERIM PLANNING**  
A.C.N. 072 084 338  
685 GLENHURST SOUTH,  
DAULFIELD SOUTH, VIC 3822.  
Phone (03) 9523 9825 Fax (03) 9523 6926  
Email: neelb@netcom.au





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# Department of Environment, Land, Water & Planning

## Electronic Instrument Statement

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Status	Registered	Dealing Number	AZ318159A
Date and Time Lodged	27/06/2025 12:29:27 PM		

### Lodger Details

Lodger Code	19510T
Name	SJD LAW
Address	
Lodger Box	
Phone	
Email	
Reference	}

## APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
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### Privacy Collection Statement

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

### Estate and/or Interest

FEE SIMPLE

### Land Title Reference

9474/860

### Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173

Planning & Environment Act - section 173

### Applicant(s)

Name	BAW BAW SHIRE COUNCIL
Address	
Street Number	1
Street Name	CIVIC
Street Type	PLACE
Locality	WARRAGUL
State	VIC
Postcode	3820

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## Electronic Instrument Statement

### Refer Image Instrument

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

### Execution

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

Executed on behalf of	BAW BAW SHIRE COUNCIL
Signer Name	
Signer Organisation	SJD LAW PTY. LTD.
Signer Role	LAW PRACTICE
Execution Date	27 JUNE 2025

### File Notes:

NIL

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

Statement End.

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AZ318159A Page 2 of 2

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Document Identification	<b>AZ318159A</b>
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Date 26 / 06 / 2025

Agreement under section 173  
of the Planning and Environment Act 1987

**Subject Land: 27 Blossom Retreat, Neerim South VIC 3831**

**BAW BAW SHIRE COUNCIL**

and

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## Contents

1.	<b>Definitions .....</b>	2
2.	<b>Interpretation.....</b>	3
3.	<b>Purpose of Agreement.....</b>	4
4.	<b>Reasons for Agreement.....</b>	4
5.	<b>Agreement required.....</b>	5
6.	<b>Owner's specific obligations .....</b>	5
6.1	Compliance with Planning Permit condition .....	5
6.2	No further Buildings or Works .....	5
6.3	Stormwater Detention Tanks.....	5
6.4	Continuing obligation.....	6
7.	<b>Owner's further obligations .....</b>	6
7.1	Notice and registration .....	6
7.2	Further actions .....	6
7.3	Fees .....	6
7.4	Council's costs to be paid .....	6
7.5	Time for determining satisfaction.....	6
7.6	Interest for overdue moneys.....	7
7.7	Notification of compliance with Owner's obligations .....	7
8.	<b>Agreement under section 173 of the Act.....</b>	7
9.	<b>Owner's warranties.....</b>	7
10.	<b>Successors in title.....</b>	7
11.	<b>General matters .....</b>	7
11.1	Notices .....	7
11.2	No waiver .....	8
11.3	Severability .....	8
11.4	No fettering of Council's powers .....	8
11.5	Inspection of documents .....	8
11.6	Governing law .....	8
12.	<b>Commencement of Agreement .....</b>	8
13.	<b>Ending of Agreement .....</b>	Error! Bookmark not defined.

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## Agreement under section 173 of the Planning and Environment Act 1987

**Dated** / /

### Parties

Name	<b>Baw Baw Shire Council</b>
Address	1 Civic Place, Warragul VIC 3820
Short name	<b>Council</b>
Name	
Address	
Short name	<b>Owner</b>

### Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council issued the Planning Permit requiring, as a condition of the development of the Subject Land, the installation of a Stormwater System.
- D. The Owner has, and will, comply with Condition 14 of the Planning Permit by the time contemplated by the condition of the Planning Permit.
- E. The Parties are entering into this Agreement to secure the future compliance with Condition 14 of the Planning Permit and to put in place other measures to address the non-compliance.
- F. As at the date of this Agreement, the Subject Land is not encumbered by a mortgage.
- G. As at the date of this Agreement, the Subject Land is not encumbered by a caveat.

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## The Parties agree

---

### 1. Definitions

In this Agreement unless the context admits otherwise:

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

**Agreement** means this Agreement and includes this Agreement as amended from time to time.

**Building** has the same meaning as in the Act.

#### Current Address for Service

for Council means the address shown on page 1 of this Agreement, or any other principal office address listed on Council's website; and

for the Owner means the address shown on page 1 of this Agreement or any other address provided by the Owner to Council for any purpose or purposes relating to the Subject Land.

#### Current Email Address for Service

for Council means [planning@bawbaw.vic.gov.au](mailto:planning@bawbaw.vic.gov.au), or any other email address listed on Council's website; and

for the Owner means any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

**Endorsed Plan** means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit, as amended from time to time.

**Indexation** means an annual adjustment to the Satisfaction Fee carried out in accordance with CPI.

**Mortgagee** means the person registered or entitled from time to time to be registered as mortgagee of the Subject Land or any part of it.

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**Owner** means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land or any part of it and includes a mortgagee-in-possession.

**Owner's obligations** includes the Owner's specific obligations and the Owner's further obligations.

**Party or Parties** means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

**Planning Permit** means planning permit No. PLA0266/19 and AMD0055/24, as amended from time to time, issued on 18 May 2020 and the amendment issued on 9 January 2025.

**Planning Scheme** means the Baw Baw Planning Scheme and any other planning scheme that applies to the Subject Land.

**Stormwater Detention Plans** means the plans, design and specifications for the Stormwater Detention Tanks.

**Stormwater Detention Tanks** means on-site rainwater tanks designed and installed to collect, and detain prior to off-site discharge, all stormwater runoff from the roofs of all Buildings on the Subject Land.

**Stormwater System** means all aspects of the measures required by condition 14 of the Planning Permit to manage stormwater, drainage and runoff from the Subject Land.

**Subject Land** means the land situated at 27 Blossom Retreat, Neerim South VIC 3831 being the land referred to in Certificate of Title Volume 09474 Folio 860 Lot 1 LP 137995 Neerim Parish and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

**Works** has the same meaning as in the Act.

---

## 2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;

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- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

---

### **3. Purpose of Agreement**

The Parties acknowledge and agree that the purposes of this Agreement are to:

- 3.1 restrict and regulate the development of the Subject Land;
- 3.2 give effect to conditions, subject to which the Subject Land can be developed in accordance with the Planning Permit; and
- 3.3 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

---

### **4. Reasons for Agreement**

The Parties acknowledge and agree that this Agreement has been entered into for the following reasons:

- 4.1 Council would not have issued the Planning Permit without the condition requiring the installation of the Stormwater System;
- 4.2 the Owner is under a continuing obligation to comply with the condition requiring the installation of the Stormwater System;
- 4.3 Council has agreed to not to take any action in relation to the non-compliance with the requirement to enter install the Stormwater System, provided:
  - 4.3.1 Buildings and Works, other than those authorised by the Planning Permit, are not constructed or carried out on the Subject Land;
  - 4.3.2 Stormwater Detention Tanks are installed in lieu of the Stormwater System before the occupation of any Buildings on the Subject Land; and
  - 4.3.3 these conditions are secured by this Agreement; and
- 4.4 the Owner has elected to enter into this Agreement in order to:
  - 4.4.1 take the benefit of the Planning Permit; and
  - 4.4.2 defer the requirement to install the Stormwater System.

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## 5. Agreement required

The Parties agree that this Agreement will continue to be required until the Owner has complied with all of the Owner's obligations under this Agreement.

## 6. Owner's specific obligations

The Owner covenants and agrees that:

- a. A storm water detention and treatment system must be installed prior to connecting to council's stormwater drainage system;
- b. The owner will maintain and not modify the on-site storm water detention and treatment system without prior Council written approval, and will allow the system to be inspected by a duly appointed officer of the Council at mutually agreed times;
- c. The capacity of the on-site stormwater detention and treatment system cannot be reduced and must be maintained to Council's satisfaction; and
- d. The owner will pay for all the costs associated with the operation, maintenance and Council inspection of the on-site storm water detention and treatment system.

### Continuing obligation

The Owner's obligations under this Agreement apply:

- 6.1.1 regardless of any right conferred by the Planning Scheme;
- 6.1.2 regardless of any subdivision of the Subject Land; and
- 6.1.3 even if the Planning Permit expires, is cancelled or otherwise ceases to operate.

## 7. Owner's further obligations

### 7.1 Notice and registration

The Owner must bring this Agreement to the attention of all prospective occupiers, purchasers, lessees, licensees, mortgagees, chargees, transferees and assigns.

### 7.2 Further actions

The Owner:

- 7.2.1 must do all things necessary to give effect to this Agreement;
- 7.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title of the Subject Land in accordance with section 181 of the Act and

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7.2.3 agrees to do all things necessary to enable Council to do so, including:

- (a) sign any further agreement, acknowledgment or document; and
- (b) obtain all necessary consents to enable the recording to be made.

**7.3 Fees**

Within 14 days of a written request for payment, the Owner must pay to Council, any application fee.

**7.4 Council's costs to be paid**

Within 14 days of a written request for payment, the Owner must pay to Council, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

- 7.4.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- 7.4.2 preparing, drafting, finalising and recording any amendment to this Agreement;
- 7.4.3 determining whether any of the Owner's obligations have been undertaken to Council's satisfaction; and
- 7.4.4 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

**7.5 Time for determining satisfaction**

If Council makes a request for payment of:

- 7.5.1 a fee under clause 7.3; or
- 7.5.2 any costs or expenses under clause 7.4.3,

the Parties agree that Council will not decide whether the Owner's obligation has been undertaken to Council's satisfaction until payment has been made to Council in accordance with the request.

**7.6 Interest for overdue moneys**

Any amount due under this Agreement but unpaid by the due date incurs interest at the rate prescribed under section 227A of the *Local Government Act 1989* and any payment made shall be first directed to payment of interest and then the principal amount owing.

**7.7 Notification of compliance with Owner's obligations**

The Owner must notify Council of its compliance with all of the Owner's obligations under the *Planning and Environment Act 1987*.

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## 8. Agreement under section 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with section 173 of the Act.

---

## 9. Owner's warranties

The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

---

## 10. Successors in title

Until such time as a memorandum of this Agreement is recorded on the Certificate of Title of the Subject Land, the Owner must require successors in title to:

- 10.1 give effect to this Agreement; and
- 10.2 enter into a deed agreeing to be bound by the terms of this Agreement.

---

## 11. General matters

### 11.1 Notices

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

- 11.1.1 personally on the other Party;
- 11.1.2 by leaving it at the Party's Current Address for Service;
- 11.1.3 by posting it by prepaid post addressed to that Party at the Party's Current Address for Service;
- 11.1.4 by facsimile to the Party's Current Number for Service; or
- 11.1.5 by email to the Party's Current Email Address for Service.

### 11.2 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

### 11.3 Severability

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If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

**11.4 No fettering of Council's powers**

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

**11.5 Inspection of documents**

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

**11.6 Governing law**

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

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**12. Commencement of Agreement**

This Agreement commences on the date specified on page one or if no date is specified on page one, the date Council executes the Agreement.

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## Signing Page

Signed, sealed and delivered as a deed by the Parties.

**SIGNED, SEALED AND DELIVERED** )  
by and on behalf of **Baw Baw Shire** )  
**Council** by , Director )  
Planning and Development, pursuant to )  
the Instrument of Delegation dated 28 )  
May 2025 in the presence of: )

\_\_\_\_\_  
Signature of Director Planning and Development

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name

ED  
**SIGNED SEALED AND DELIVERED** by )  
by )  
in the presence of: )

.....  
Signature of Witness

.....  
Signature of Owner

.....  
Name of Witness (Print)

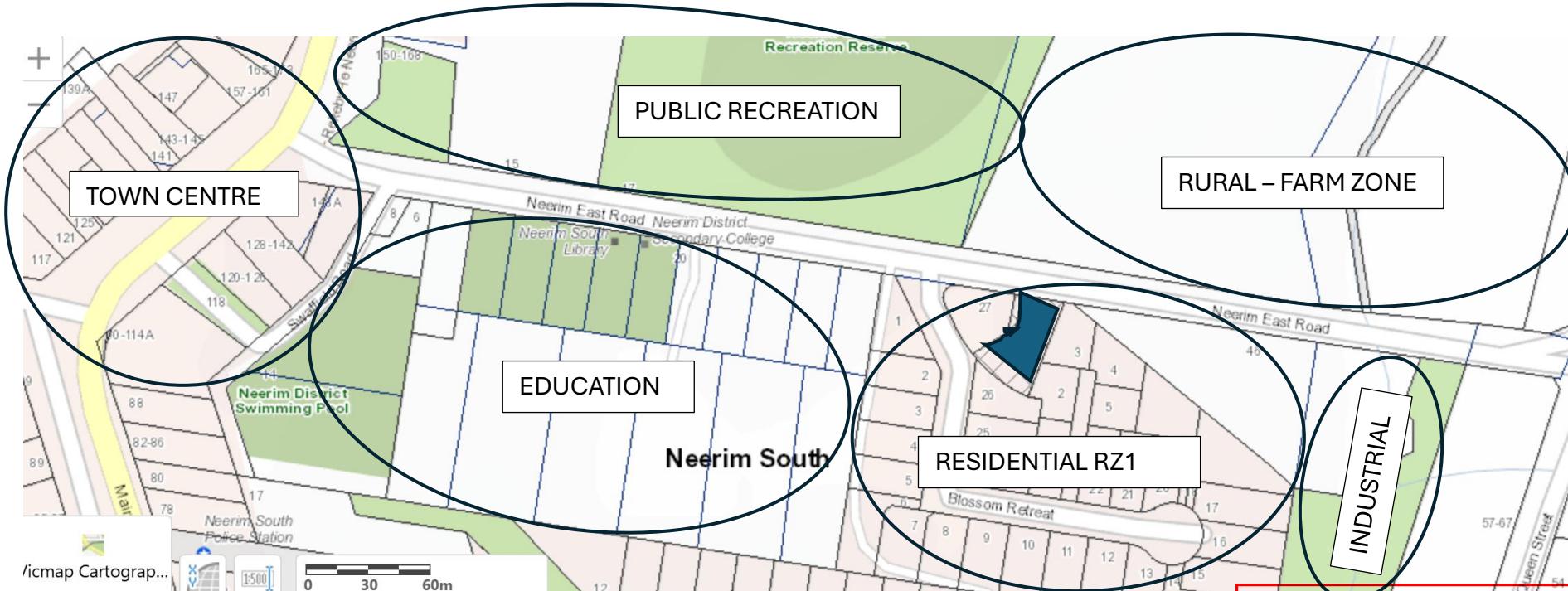
Date: 23/06/25

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**APPLICATION: PLA0195/25 – 32 Neerim East Road, NEERIM SOUTH VIC 3831**  
**V 12628 F 638 LOT 2 PS 836805T Neerim Parish**



**DESIGN RESPONSE – Proposed Subdivision (Blue) in context with the surrounding area.**

- The proposed subdivision derives from the fact that it is contained within an immediate area of other recent residential subdivision of the surrounding average lot size, presenting opportunity for affordable new accommodation in a well serviced local community.
- The proposed subdivision is surrounded by zoning for: Residential but also - Industrial, Education, Public Recreation, Farm Land and Town Centre.
- The Local Planning Policy for Neerim South (Cl. 21.04-8) seeks development that will ensure residential occupancy achieves a minimum of 8.5 dwellings/ha by providing for increased densities in areas where development can take advantage of community infrastructure and services. This site is ideally located to meet and even exceed the MSS targets by utilising the site and context features available at this location.
- A response to meeting the objectives of Clause 56 have been provided in the application.

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<b>PROPOSED 2-LOT SUBDIVISION at 32 NEERIM EAST ROAD, NEERIM SOUTH</b>	
<b>Subdivision site and context description</b>	
<p>The proposed new vacant lot will technically be an “irregular quadrilateral” having an area of ~450 sq meters with a road frontage of 20.8 meters. A proposed new crossover of 4 meters width will provide direct access to the lot from Neerim East Road.</p> <p>The majority of the lot is level with an elevation of around 223m AHD with a roadside frontage stepping down to an average level of 222m AHD. The lot will be serviced with power from a nearby pole. A footpath of 1.2 meters width within the road reserve of average 5.5 meters width, traverses the full road frontage. The balance of road reserve is planted with grass.</p> <p>Lot drainage is effected by internal drains and a large grated collector pit located approximately where the crossover is proposed. A junction pit is located within the road reserve with a 150mm dia pipe connected to the council drain under the footpath.</p> <p>A water supply easement runs along the east boundary and contains the water pipe for the rear lot. Drainage easements provide for infrastructure supporting the neighbouring property of 27 Blossom Retreat which was a part of the original larger allotment.</p> <p>The new lot derives from an original lot of some 1,096sq meters. A rear Lot (2) intended to be created will be ~650 sq meters containing a recently constructed 3-bedroom dwelling of around 155 sq meters inclusive of an east facing covered deck. Certificate of occupancy for this dwelling was issued on 11<sup>th</sup> Nov 2024.</p> <p>Neighbouring properties on both sides of the new lot are typical urban residences. Directly in front of the new lot (across Neerim east Road to the north, and elevated about 3 meters higher than the road) is a farm principally utilised for cattle grazing.</p>	
<b>Subdivision design response</b>	
<p>The benched land-form here responds to the typically undulating nature of the geography in this district. The lot is quite close the town centre (~300 meters), is opposite to the main sporting complex of Neerim South, is a near neighbour to the Secondary College and is handy to both the Primary School and Kindergarten.</p> <p>Being so close to the town centre this subdivision <b>responds to the Neighbourhood Character</b> (as derived from the LPPF, MSS and SMP) in the following manner:</p> <ol style="list-style-type: none"> <li>1. It locates new affordable accommodation close to an activity centre and within walking distance of many community services thereby reducing the need for small families to seek accommodation distant from the support infrastructure they require;</li> <li>2. It is a small site and can accommodate the level of development consistent with the need for affordable housing without degrading the semi-rural living amenity of the location;</li> <li>3. The development may help encourage others to get behind the Council's Policy copied and made available for the planning process as set out in the Planning and Environment Act 1987.</li> </ol> <p>The information must not be used for any other purpose.</p>	
<p><b>Standard C1 – Strategic implementation objective</b></p> <ul style="list-style-type: none"> <li>• The subdivision implements and contributes in a small way to achieving the State, Regional and Local policies to increase housing supply in an area where suitable infrastructure already exists and where people in need of social and/or supported accommodation can be located close to all services that they would require.</li> </ul> <p>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.</p>	

Standard C2 – Compact and walkable neighbourhood	
NA	
Standard C3 – Activity centre objective	
NA	
Standard C4 – Planning for community facilities	
NA	
Standard C5 – Built environment objective	
NA	
<b>Standard C6 – Neighbourhood character objective</b>	
<ul style="list-style-type: none"> <li>• The is no definable neighbourhood character at this location and argument is presented which establishes the site to have a preferred neighbourhood character;</li> <li>• The provision of two additional dwellings close to the town centre, schools and recreation facilities, greatly contributes to the viability of the township and offers great amenity for occupants.</li> <li>• The site has been built will unique features and suitable new vegetation has been planted.</li> </ul>	
<b>Standard C7 – Lot diversity and distribution</b>	
<ul style="list-style-type: none"> <li>• The initial lot area of 1,096m<sup>2</sup> will be split into two lots. The reduced Lot 2 will be ~646m<sup>2</sup> and proposed new Lot 3 will be ~450m<sup>2</sup>.</li> </ul>	
<b>Standard C8 – Lot area and building envelopes</b>	
<ul style="list-style-type: none"> <li>• A building envelope is provided measuring around 45% of the lot area (~200m<sup>2</sup>) and is based around a “concept home” design which could/may later be constructed. The location is also ideally suited to the development of short to medium term motel-style accommodation, however this application is to create an empty lot; it is not a development with subdivision application.</li> </ul>	
<b>Standard C9 – Solar orientation of lots</b>	
<ul style="list-style-type: none"> <li>• Both lots have excellent unimpeded direct northerly orientation with suitably large window areas allowing great winter solar access to living rooms.</li> </ul>	
<b>Standard C10 – Street orientation</b>	
<ul style="list-style-type: none"> <li>• Both lots in the 2-lot subdivision front a road road to the town centre.</li> </ul>	
Standard C11 – Common area	
NA	
Standard C12 – Integrated urban landscape	
NA	
Standard C13 – Public open space	
NA	
Standard C14 – Integrated mobility	
NA	
Standard C15 – Walking/cycling	
NA	
Standard C16 – Public transport	
NA	
Standard C17 – Neighbourhood street networks	
NA	
Standard C18 – Walking and cycling 2	
NA	
Standard C19 – Public transport 2	
NA	
Standard C20 – Neighbourhood street networks 2	
NA	

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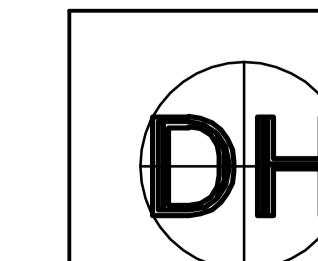
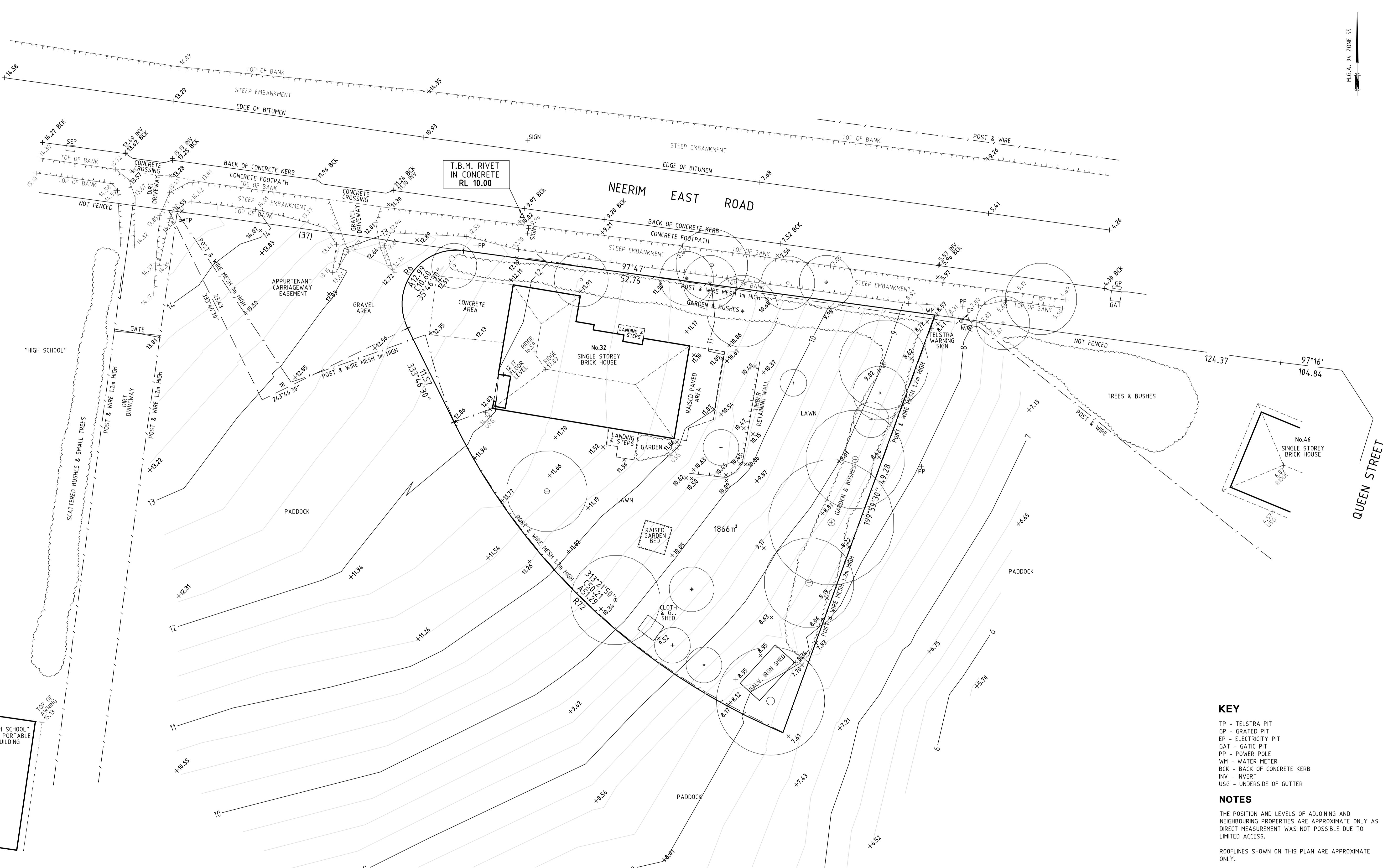
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<b>Standard C21 – Lot access</b>
<ul style="list-style-type: none"> <li>• A new 4 meters wide crossover will be constructed to provide direct access to Neerim East Road.</li> </ul>
<b>Standard C22 – Drinking water</b>
<ul style="list-style-type: none"> <li>• Gippsland water will provide a new water service to the lot. The current GW water mains which supplies the rear house, is located in the road reserve in front of this site.</li> </ul>
<b>Standard C23 – Water re-use</b>
<ul style="list-style-type: none"> <li>• Stormwater re-use is to be provided for any new dwelling.</li> </ul>
<b>Standard C24 – Wastewater management</b>
<ul style="list-style-type: none"> <li>• A sewer mains connection point has been installed as part of the earlier subdivision. It only requires new site sewer mains to be hooked-up.</li> </ul>
<b>Standard C25 – Stormwater management</b>
<ul style="list-style-type: none"> <li>• The site will be covered by a Section 173 Agreement on Title covering stormwater detention and water treatment infrastructure required as part of the initial lot subdivision. For a new building constructed on this lot, additional stormwater tanks will be mandated for water re-use and additional detention. No new stormwater drain connection to Council drain will be required.</li> </ul>
<b>Standard C26 – Site management (during constructions)</b>
<ul style="list-style-type: none"> <li>• All subdivision major construction works (save for connecting power and water) have effectively been completed. The site condition, as is at the time of this application, has variously been endorsed by Council.</li> </ul>
<b>Standard C27 – Shared trenching</b>
<ul style="list-style-type: none"> <li>• Where possible services will be run in shared trenching.</li> </ul>
<b>Standard C28 – Electricity and telecommunications</b>
<ul style="list-style-type: none"> <li>• Electricity will be supplied to the site from a power pole 4 meters from the lot boundary.</li> <li>• The site has formal exemption from NBN not to install pit and piping as the site will be able to access fixed wireless NBN.</li> </ul>
<b>Standard C29 – Fire hydrants</b>
<ul style="list-style-type: none"> <li>• Fire hydrants are within 100m from the site.</li> </ul>
<b>Standard C30 – Public lighting</b>
NA

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CAULFIELD SOUTH, 3162.  
Phone (03) 9523 9155 Fax (03) 9523 6926  
Email: melb@dicksonhearn.com.au

DATE	REV'No	COMMENTS
5/12/18	A	FIELDWORK

**PLAN OF SURVEY**  
32 NEERIM EAST ROAD  
NEERIM SOUTH  
C/T. VOL.9474 FOL.860

DRAWN BY	C.D.D.	REF ID
DATE	05/12/18	7754-01
CHECKED	D.A.M.	REPRODUCTION
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DATUM	ARB.	By signing this document, you acknowledge and agree that you will only use the document for the purpose for which it was intended and that any dissemination, distribution or copying of this document is strictly prohibited.

## PLAN OF SUBDIVISION

EDITION 1

PS 935794 T

Advertised

## LOCATION OF LAND

PARISH: NEERIM

TOWNSHIP:

SECTION:

CROWN ALLOTMENT: 83 (PART)

CROWN PORTION:

TITLE REFERENCE: v.12628 f.638

LAST PLAN REFERENCE: LOT 2 PS 836805T

POSTAL ADDRESS: 32 NEERIM EAST ROAD,  
(at time of subdivision) NEERIM SOUTH, 3831.MGA 2020 CO-ORDINATES: E: 408 605 ZONE: 55  
(of approx centre of land N: 5 791 750  
in plan)

## VESTING OF ROADS AND/OR RESERVES

## NOTATIONS

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

## NOTATIONS

DEPTH LIMITATION:  
Does not apply.SURVEY:  
This plan is/is not based on survey.STAGING:  
This is/is not a staged subdivision.  
Planning Permit No.

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

In Proclaimed Survey Area No.

## EASEMENT INFORMATION

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

Section 12(2) of the Subdivision Act 1988 applies to all the land in this plan.

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	PIPELINE OR ANCILLARY PURPOSES	2.50	PS 836805T (SECTION 136 OF WATER ACT 1989)	CENTRAL GIPPSLAND REGION CORPORATION
E-2 & E-3	SEWERAGE	1.20	PS 836805T	LOT 1 ON PS 836805T
E-3 & E-4	DRAINAGE	SEE PLAN	THIS PLAN	LOT 1 ON PS 836805T
E-5	PIPELINE OR ANCILLARY PURPOSES	1.20	THIS PLAN	CENTRAL GIPPSLAND REGION CORPORATION

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SURVEYORS FILE REF: 7754/B

PETER ANDREW DENNIS

VERSION 01

M.G.A. 2020 ZONE 55

NEERIM EAST ROAD

**BLOSSOM RETREAT**

**Parcel 1** (639m<sup>2</sup>)

- Dimensions: 28.48' (N), 18.58' (E), 10.18' (S), 9.27' (W)
- Area: 639m<sup>2</sup>
- Survey Points: E-3, E-4, E-2, E-1, E-5
- Angles: 57°19', 132°10', 175°31', 110°00'
- Distances: 20.28', 151°15' 2.36', 16.69', 3.51'
- Coordinates: 126°38'30", C.34.06 A.34.38, R.72

**Parcel 2** (457m<sup>2</sup>)

- Dimensions: 24.28' (N), 18.30' (E), 10.18' (S), 9.27' (W)
- Area: 457m<sup>2</sup>
- Survey Points: E-4, E-2, E-1, E-5
- Angles: 97°47', 132°10', 175°31', 110°00'
- Distances: 24.28', 151°15' 2.36', 16.69', 3.51'
- Coordinates: 97°47' 24.28, (20.77), 169°59'30" 49.28, E-5, 30.28

**Other Labels:** R.6, 35°46'0", C.12.60, A.12.90, 333°46'30", 11.51, 147°03', C.16.87, A.16.91, (19), 4.50, 2.50, 3.51, SEE ENLARGEMENT, (19), R.72

ENLARGEMENT  
NOT TO SCALE

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VERSION 01

## CREATION OF RESTRICTION

LAND TO BE BURDENED : LOT 2 ON THIS PLAN.

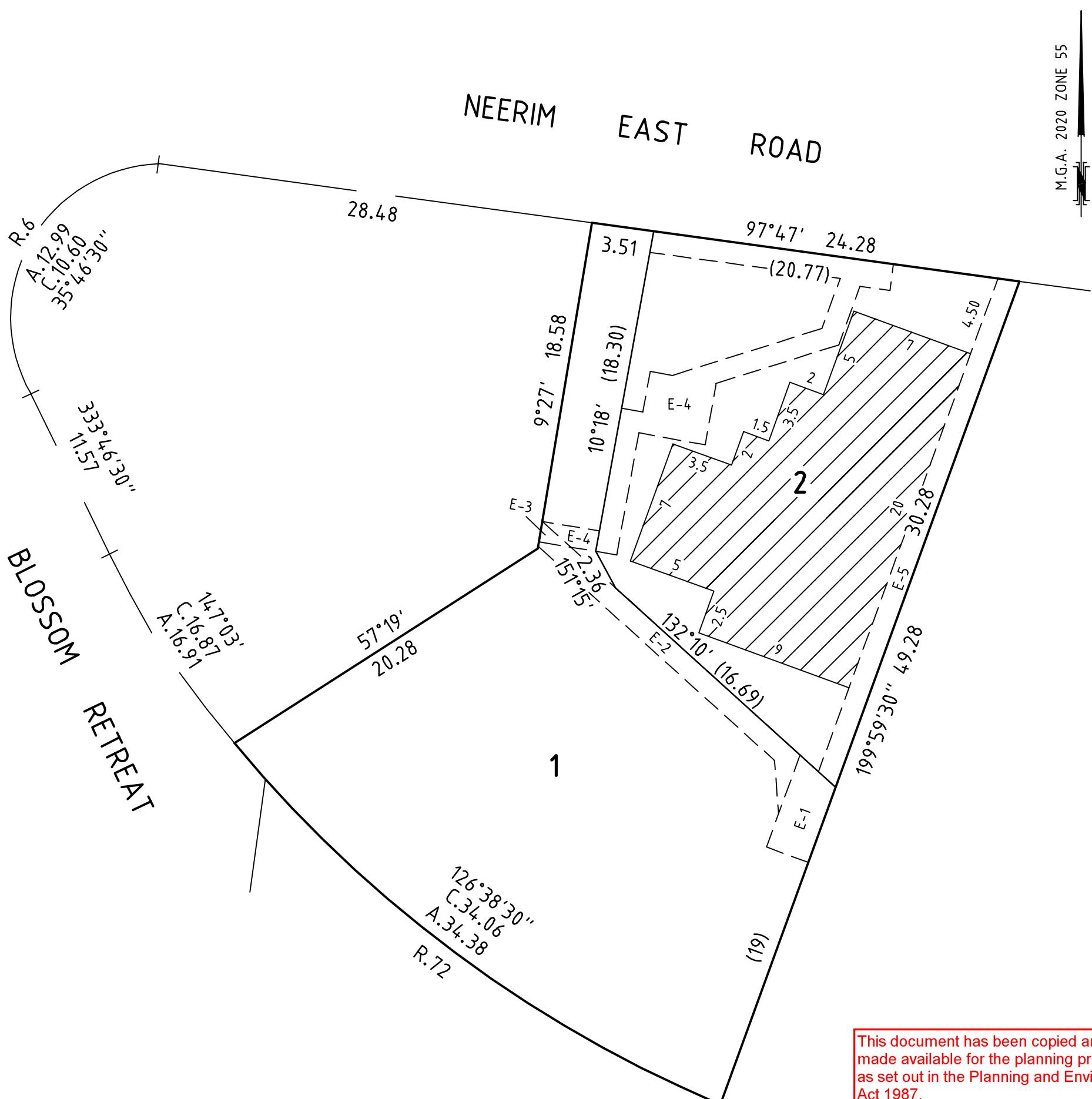
LAND TO BENEFIT : LOT 1 ON THIS PLAN.

CREATION OF RESTRICTION : UPON REGISTRATION OF THIS PLAN, THE FOLLOWING RESTRICTION IS CREATED.

DESCRIPTION OF RESTRICTION : NO BUILDING SHALL BE CONSTRUCTED OUTSIDE OF THE PRESCRIBED BUILDING ENVELOPE, UNLESS WITH THE PRIOR WRITTEN CONSENT OF THE RESPONSIBLE AUTHORITY.

DEFINITION : "BUILDING" - ANY STRUCTURE EXCEPT A FENCE.

VARIATIONS : VARIATION OF THIS REQUIREMENT WILL REQUIRE APPROVAL FROM THE RESPONSIBLE AUTHORITY.



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