# Notice of Application for a Planning Permit



The land affected by the application is located at:		L222 PS902144 V12580 F640 3 Kookaburra Rise, Pakenham VIC 3810		
The application is for a permit to:		Buildings and works (Construction of a Dwelling and a Fence)		
A permit is required under the follow		wing clauses of the planning scheme:		
42.01-2	Construct a fence			
42.01-2	Construct a building or construct or carry out works			
	APPLICATION DETAILS			
The applicant for the permit is:		Beveridge Williams and Co Pty Ltd c/- Beachwood Homes Pty Ltd		
Application number:		T250171		

You may look at the application and any documents that support the application at the office of the Responsible Authority:

Cardinia Shire Council, 20 Siding Avenue, Officer 3809.

This can be done during office hours and is free of charge.

Documents can also be viewed on Council's website at <a href="mailto:cardinia.vic.gov.au/advertisedplans">cardinia.vic.gov.au/advertisedplans</a> or by scanning the QR code.



#### **HOW CAN I MAKE A SUBMISSION?**

This application has not been decided. You can still make a submission before a decision has been made. The Responsible Authority will not decide on the application before:

#### 9 July 2025

#### WHAT ARE MY OPTIONS?

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

If you object, the Responsible Authority will notify you of the decision when it is issued. An objection must:

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

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



Application

lodged

Council initial assessment

Application is here



5

6

Notice

Consideration of submissions

Assessment

Decision

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## **ePlanning**

#### **Application Summary**

A12545R7		
	A12545R7	

#### **Basic Information**

Proposed Use	Construction of a dwelling and boundary fence under ESO4	
Current Use	vacant site	
Cost of Works	\$395,000	
Site Address	3 Kookaburra Rise Pakenham 3810	

#### **Covenant Disclaimer**

Does the proposal breach, in any way, an encumbrance on title such as restrictive covenant, section 173 agreement or other obligation such as an easement or building envelope?	No such encumbrances are breached	
☐ Note: During the application process you may be required to provide more information in relation to any encumbrances.		

#### **Contacts**



#### **Fees**

Regulatio	n Fee Condition	Amount	Modifier	Payable
9 - Class 4	More than \$100,000 but not more than \$500,000	\$1,420.70	100%	\$1,420.70

Total \$1,420.70



Civic Centre 20 Siding Avenue, Officer, Victoria

Council's Operations Centre (Depot) Purton Road, Pakenham, Victoria Postal Address Cardinia Shire Council P.O. Box 7, Pakenham VIC, 3810

Email: mail@cardinia.vic.gov.au

Monday to Friday 8.30am-

5pm

Phone: 1300 787 624 After Hours: 1300 787 624 Fax: 03 5941 3784 This copied document is made available for the purpose of the planning process as set out in the Planning and Environment Act 1987. The information must not be used for any other purpose. By taking a copy of this document you acknowledge antisagreiethabyonnerill isnlyause aberidoterfoeth couhsoserposesplenified abovesand that any disservious in the list abovesand that any disservious in the list aboves and that any disservious in the list above and the lis used for any other purpose. By taking a copy of this document you acknowledge and agree that you will only use the document for the purpose specified above and that any

#### **Documents Uploaded**

Date	Туре	dissemination, distribution or copying of this document is strictly prohibited.  Filename
20-03-2025	A Copy of Title	Title Documents.pdf
20-03-2025	Site plans	Plans and elevations.pdf
20-03-2025	Overlay Requirements	Planning Report. Final V1.pdf
20-03-2025	Additional Document	Material schedule.pdf
20-03-2025	Additional Document	Landscape Plan.pdf
20-03-2025	Additional Document	Feature and level survey.pdf
20-03-2025	Additional Document	Approved Design Assessment Letter and Plans.pdf

☐ Remember it is against the law to provide false or misleading information, which could result in a heavy fine and cancellation of the permit

#### **Lodged By**





20 Siding Avenue, Officer, Victoria

**Council's Operations Centre** (Depot) Purton Road, Pakenham, Victoria **Postal Address** Cardinia Shire Council P.O. Box 7, Pakenham VIC, 3810

Email: mail@cardinia.vic.gov.au

Monday to Friday 8.30amå€"5pm Phone: 1300 787 624 After Hours: 1300 787 624 Fax: 03 5941 3784



Fax: 03 5941 3784

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

VOLUME 12580 FOLIO 640 Security no : 124122512905B

Produced 04/03/2025 08:23 AM

#### LAND DESCRIPTION

Lot 222 on Plan of Subdivision 902144W.

PARENT TITLES:

Volume 12330 Folio 800 Volume 12580 Folio 422

Created by instrument PS902144W 01/11/2024

#### REGISTERED PROPRIETOR

Esta

Joir

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY603170H 15/11/2024 WESTPAC BANKING CORPORATION

COVENANT PS902144W 01/11/2024

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 AX385769J 25/10/2023

DIAGRAM LOCATION

SEE PS902144W FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER			STATUS	DATE
PS902144W	(B)	PLAN OF SUBDIVISION	Registered	01/11/2024
AY603168T	(E)	DISCHARGE OF MORTGAGE	Registered	15/11/2024
AY603169R	(E)	TRANSFER	Registered	15/11/2024
AY603170H	(E)	MORTGAGE	Registered	15/11/2024

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

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

Street Address: 3 KOOKABURRA RISE PAKENHAM VIC 3810

ADMINISTRATIVE NOTICES

NIL

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eCT Control 16320Q WESTPAC BANKING CORPORATION

Effective from 15/11/2024

DOCUMENT END

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HISTORICAL SEARCH STATEMENT document is manadialles the interpolation planning process

Page 1 of 2

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Volume 12580 Folio 640

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Folio Creation: Created as a computer folio

Parent titles :

Volume 12330 Folio 800 Volume 12580 Folio 422

#### RECORD OF HISTORICAL DEALINGS

Date Lodged for Date Recorded Dealing Imaged Dealing Type and

Details Registration on Register

#### RECORD OF VOTS DEALINGS

Date Lodged for Date Recorded Dealing Imaged

Registration on Register

15/11/2024 15/11/2024 AY603168T (E) N

DISCHARGE OF MORTGAGE

AFFECTED ENCUMBRANCE(S) AND REMOVED MORTGAGE(S)

MORTGAGE AW944856J

AV603169P

MORTGAGE AY603170H 15/11/2024 WESTPAC BANKING CORPORATION

STATEMENT END

#### VOTS Snapshot

VOLUME 12580 FOLIO 640 124119513672N Produced 01/11/2024 10:25 AM

Title 12580/640 Page 1 of 2



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#### HISTORICAL SEARCH STATEMENT document is managinalise the planning process

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Lot 222 on Plan of Subdivision 902144W.

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Estate Fee Simple Sole Proprietor

REGISTERED PROPRIETOR

BNG (PAKENHAM) PTY LTD of SUITE 501 991 WHITEHORSE ROAD BOX HILL VIC 3128 PS902144W 01/11/2024

#### ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT PS902144W 01/11/2024

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AGREEMENT Section 173 Planning and Environment Act 1987 AX385769J 25/10/2023

#### DIAGRAM LOCATION

SEE PS902144W FOR FURTHER DETAILS AND BOUNDARIES

Title 12580/640 Page 2 of 2

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#### FINAL SEARCH STATEMENT

Land Use Victoria

Security No: 124122512912U Volume 12580 Folio 640

Produced 04/03/2025 08:23 AM

#### ACTIVITY IN THE LAST 125 DAYS

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NUMBER			STATUS	DATE
PS902144W	(B)	PLAN OF SUBDIVISION	Registered	01/11/2024
AY603168T	(E)	DISCHARGE OF MORTGAGE	Registered	15/11/2024
AY603169R	(E)	TRANSFER	Registered	15/11/2024
AY603170H	(E)	MORTGAGE	Registered	15/11/2024

ADMINISTRATIVE NOTICES
-----NIL

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eCT Control  $16320\,\mathrm{Q}$  WESTPAC BANKING CORPORATION Effective from 15/11/2024

STATEMENT END

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Produced 04/03/2025 08:23:44 AM

Status Registered Dealing Number AY603168T

Date and Time Lodged 15/11/2024 05:22:04 PM

**Lodger Details** 

Lodger Code 16320Q

Name WESTPAC BANKING CORPORATION

Address Lodger Box Phone Email Reference

#### DISCHARGE OF MORTGAGE OR CHARGE

Jurisdiction VICTORIA

#### **Privacy Collection Statement**

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

**Land Title Reference** 

12580/640

Mortgagee or Annuitant

Name

ACN

Mortgage or Charge Number

AW944856J

The mortgagee or annuitant discharges the land described from the moneys or annuity secured by the mortgage(s) or charge(s) specified.





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#### Execution

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

Executed on behalf of
Signer Name
Signer Organisation
Signer Role
Execution Date

File Notes:

NIL

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Statement End.





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Produced 04/03/2025 08:23:42 AM

Status Registered **Dealing Number** AY603169R

15/11/2024 05:22:04 PM Date and Time Lodged

**Lodger Details** 

Lodger Code 16320Q

Name WESTPAC BANKING CORPORATION

Address Lodger Box Phone Email Reference

#### TRANSFER

Jurisdiction VICTORIA

#### **Privacy Collection Statement**

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**Land Title Reference** 

12580/640

Transferor(s)

BNG (PAKENHAM) PTY LTD Name

ACN 640125686

Estate and/or Interest being transferred

Fee Simple

Consideration

\$AUD 420000.00

#### Transferee(s)

Tenancy (inc. share)

Given Name(s)

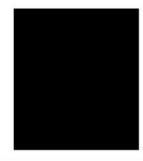
**Family Name** 

Address

Street Number

Street Name

Street Type









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Locality State

Postcode

Given Name(s)

Family Name

Address

Street Number Street Name

Street Type

Locality

State Postcode

**Duty Transaction ID** 6131612

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

#### Execution

- The Certifier has taken reasonable steps to verify the identity of the transferor or his, her or its administrator or attorney.
- The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrumen compliant with relevant law and any Prescribed Requirement.

> Executed on behalf of Signer Name

Signer Organisation

Signer Role

**Execution Date** 





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#### Execution

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

Executed on behalf of

Signer Name

Signer Organisation

Signer Role

Execution Date

File Notes:

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Produced 04/03/2025 08:23:42 AM

Status Registered Dealing Number AY603170H

Date and Time Lodged 15/11/2024 05:22:04 PM

**Lodger Details** 

Lodger Code 16320Q

Name WESTPAC BANKING CORPORATION

Address Lodger Box Phone Email

Reference PBWP SUB344820241781

MORTGAGE

Jurisdiction VICTORIA

**Privacy Collection Statement** 

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Estate and/or Interest being mortgaged

**FEE SIMPLE** 

**Land Title Reference** 

12580/640

Mortgagor

Given Name(s) Family Name

Given Name(s) Family Name

Mortgagee

Name WESTPAC BANKING CORPORATION

ACN 007457141 Australian Credit Licence 233714

Address

Street Number 25

Street Name PIERSON

VICTORIA State Government



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Street Type STREET
Locality LOCKLEYS

State SA Postcode 5032

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

#### Terms and Conditions of this Mortgage

(a) Document Reference AA6054
(b) Additional terms and conditions NIL

#### Mortgagee Execution

- 1. The Certifier has retained the evidence supporting this Registry Instrument or Document.
- The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.
- 3. The Certifier, or the Certifier is reasonably satisfied that the mortgagee it represents,:
  - (a) has taken reasonable steps to verify the identity of the mortgagor or his, her or its administrator or attorney; and

(b) holds a mortgage granted by the mortgagor on the same terms as this Registry Instrument or Document.

Executed on behalf of

Signer Name
Signer Organisation

Signer Role
Execution Date

**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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### Memorandum of common provisions Section 91A Transfer of Land Act 1958

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Lodged by	
Name:	King & Wood Mallesons
Phone:	+ 61 3 9643 4000
Address:	Level 50, 600 Bourke Street, Melbourne VIC 3000
Reference:	603-0024201
Customer code:	1177B

This memorandum contains provisions which are intended for inclusion in instruments and plans to be subsequently lodged for registration.

Provisions:

## Mortgage Terms

#### Mortgage Terms

- 1 Your obligations
  - a. What you must pay

You must pay us all money that you owe us now or in the future under this mortgage or a secured arrangement. A secured arrangement is any arrangement which you have agreed is secured by this mortgage (for example, a home loan or a guarantee).

You mortgage the property to us to secure payment of these amounts.

We will discharge this mortgage at your request when you have paid all of the amounts secured by this mortgage.

#### b. What you confirm

You confirm that each of these statements is true and must tell us if this changes at any time:

you own the property or will upon settlement;

- having made reasonable enquiries, to the best of your knowledge no one else has any interest in or rights over the property, except:
  - as set out on the Mortgage Form or noted on the titles register; and
  - leases which you have told us about in writing;
- you do not own the property as trustee (unless you have told us in writing);
- having made reasonable enquires, to the best of your knowledge there is nothing on or relating to the property which might lead to a claim against you or us;
- all information you have given us in connection with this mortgage and any secured arrangement is complete, correct and not misleading;

35271702A V3

- 1. The provisions are to be numbered consecutively from number 1.
- 2. Further pages may be added but each page should be consecutively numbered.
- 3. To be used for the inclusion of provisions in instruments and plans.

#### 91ATLA

Page 1 of 7

#### THE BACK OF THIS FORM MUST NOT BE USED

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

12/03/2020



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.

- you haven't withheld any information that we reasonably consider would have caused us not to enter into this mortgage or any secured arrangement;
- there is no default (see the Default section).

#### Additional confirmation if you are a corporation

If you are a corporation, you also confirm that each of these statements is true and must tell us if this changes at any time:

- you will be able to satisfy your obligations to us under this mortgage;
- entering into and complying with this mortgage will not result in you breaching any law or obligation you have to any other person or your constituent documents;
- you are not a subsidiary of, nor controlled by, a listed company within the meaning of the Corporations Act 2001 (Cth);
- you will obtain a commercial benefit from entering into this mortgage; and
- your obligations under this mortgage are enforceable according to its terms (and you have not claimed they are not).

#### Additional confirmations if this is a mortgage of a lease

If all or part of the property is a lease, you also confirm that each of these statements is true and must tell us if this changes at any time:

having made reasonable enquires, to the best of your knowledge each other party to the lease has complied with its obligations under the lease and they don't have any right, without your consent, to:

- vary the lease or bring it to an end;
- refuse to comply with any of their obligations under the lease;
- you've obtained the written consent of the landlord and any other relevant person to the granting of, and exercise of, our rights in connection with, this mortgage, any sub-lease, licences and other arrangements in connection with the lease;
- you've complied with the requirements, if any, in any consent you've obtained; and
- you've told us about any occupants of the land and the terms of occupancy.

#### e. Your other obligations

#### Secured arrangements

You must comply with each secured arrangement.

#### Protect the security

You must do whatever we reasonably ask to:

- maintain and protect:
  - the property and its value;
  - your title to the property; and
  - our interest in the property.

#### Maintenance work

#### You must:

- maintain and protect the property and its value; and
- tell us if the property is defective or damaged in a way that could affect the value of the property.

#### <u>Building work</u>

#### You must:

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91ATLA

AA6054 12/03/2020 \$98.50 VCI

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- get our consent and all necessary approvals from authorities before you carry out or permit any building work;
- ensure that any building work complies with the law, including requirements of authorities, easements and covenants which affect any building work; and
- ensure that all building work is done competently.

#### **Expenses**

You must pay all expenses relating to the property, including rates, taxes and any amounts payable to a body corporate.

#### <u>Law</u>

#### You must:

- comply with the law with respect to the property and ensure everything done on the property complies with the law;
- if the property is strata title, unit title, group title or similar, comply with any by-laws, rules or articles that apply to the property; and
- make sure there is nothing on or relating to the property which might lead to a claim against you or us.

#### Selling, renting or mortgaging the property

You must get our consent before you allow any interest in the property or this mortgage to arise or be varied. For example, you must contact us to get our consent before you sell, rent or mortgage the property.

#### Other securities

- If we consent to another security over the property, we may require you to get an agreement acceptable to us regarding the priority between this mortgage and the other security.
- You must ensure that the amount secured under any other security over the property is not increased without our consent.

 You must comply with any obligation in connection with any other security over the property.

#### Leases

#### You must:

- enforce any lease or other right or agreement relating to all or part of the property;
- use reasonable efforts to ensure the lessee or other party complies with their obligations; and
- not end or change any such lease, right or agreement or waive any term in it.

If all or part of the property is a lease, you must not:

- do anything that would bring the lease to an end or allow someone else to bring it to an end; and
- allow the lease to expire without renewing it.

#### <u>Insurance</u>

#### You must maintain:

- insurance over the property and any building work against fire and other usual risks for an amount at least equal to their full replacement cost;
- public liability insurance covering the property and any building work; and
- any other insurance we reasonably require in connection with the property.

You must do your best to ensure that nothing happens that could allow an insurer to refuse a claim and tell us if anything could allow an insurer to do this.

#### Each insurance policy must:

note our interest as mortgagee;

#### 91ATLA

Page 3 of 7

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Section 91A Transfer of Land Act 1958

12/03/2020

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- be on terms and for an amount satisfactory to us acting reasonably; and
- be with an insurer we approve, acting reasonably.

You must produce evidence satisfactory to us of current insurance cover whenever we ask for it.

#### Insurance claims

You must tell us if you make an insurance claim or all or part of an insurance claim is refused.

We can take over your rights to make, pursue or settle an insurance claim. We will tell you before we do so. We can exercise those rights in any reasonable way we choose.

You will hold any proceeds of an insurance claim. on trust for our benefit.

Unless the law requires otherwise, we may apply or direct the proceeds:

- towards payment of the amounts secured by this mortgage (even if it is not yet due for payment);
- towards restoring the property; or
- into an account from which you can apply them towards restoring the property.

#### Documents of title

You must give us custody of all documents of title relating to the property.

#### <u>Information</u>

You must promptly give us any information and documents we reasonably request.

#### **Our Powers**

#### General powers

We may do any of the following at any time:

enter and inspect the property. We will give you reasonable notice unless there is an emergency. You must help us to

- gain entry, including by getting any consent necessary;
- anything which you should have done under this mortgage but have either not done or in our reasonable opinion have not done properly. If we do so, you must pay our reasonable expenses;
- debit your account with amounts you owe;
- complete this mortgage and fill in any blanks: or
- notify anyone of this mortgage.

#### Default

#### When are you in default?

You will be in default if:

- you fail to pay us an amount when it is due under this mortgage;
- you or a guarantor become bankrupt or insolvent or enter into any arrangement with any creditors;
- you don't comply with the law and in our opinion it has a material impact on your obligations under this mortgage or a secured arrangement; or
- you or a guarantor engage in conduct that is misleading in an important way in relation to this mortgage or a secured arrangement;
- you use a loan provided under a secured arrangement for an unapproved purpose;
- you or a guarantor do not maintain the insurance we require;
- you or a guarantor deal with, or attempt to deal with, any secured property in breach of this mortgage.

What can happen if you are in default?

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Page 4 of 7

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If you are in default we may send you a default notice giving you 31 days to remedy the default.

- you do not comply with a default notice;
- we are not required by law to give you a default notice

#### then we may:

- require you to pay us all amounts secured by this mortgage immediately;
- take possession of the property. We can remove personal possessions and other things on the property and store them at your risk. If you do not reclaim them within a reasonable time, we may dispose of them and pay any proceeds into your account, or the account of their owner;
- collect as your agent any rent and other amounts owing to you in respect of the property. If we want to collect them you must direct your tenants to pay the rent or other amounts to us;
- do anything an owner or receiver of the property could do, including improving, selling or leasing it; and
- appoint a receiver to do any of those things and anything else the law allows a receiver to do.

You must pay us all amounts which we reasonably spend or incur in relation to:

- entering into this mortgage;
- administering this mortgage;
- enforcing this mortgage; or
- protecting or maintaining the property after breach occurs.

Despite anything in any secured arrangement, if you are in default, we need not make a loan or

provide any other form of finance secured by this mortgage.

#### Receivers

If we appoint a receiver, the receiver is your agent unless we notify you that the receiver is to act as our agent. You are solely responsible for anything done, or not done, by a receiver and for the receiver's pay and costs. We may set a receiver's pay, remove a receiver and appoint a new or additional receiver, as we choose.

#### Power of attorney

You appoint us or any of our representatives and each receiver as your attorney to do any of the things set out in the What can happen if you are in default? section. You cannot revoke this appointment.

#### Disposal of the secured property is final

You agree that if we or a receiver sell or otherwise dispose of the property:

- you won't challenge the acquirer's right to acquire the property for any reason. and you won't seek to reclaim the property; and
- the person who acquires the property need not check whether we or the receiver had the right to dispose of the property or whether we or the receiver exercise that right properly.

#### What can happen on bankruptcy

On your bankruptcy a court may set aside this mortgage. Also, on your bankruptcy or the bankruptcy of any other party to a secured arrangement, the court or the trustee may require us to pay money.

You agree that you will:

- do anything we ask to restore the mortgage if it is set aside; and
- pay us any amounts that we are required to pay.

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Page 5 of 7

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#### g. Use of money

We will apply any money received from you under this mortgage towards the amounts secured by this mortgage, unless we are obliged to pay the money to someone with a prior claim to it.

If, when we receive the money, any part of the amounts secured by this mortgage is not then due for payment, we may retain an amount equal to that part. We must hold it in an interest bearing account and use it (and any net interest after tax) to pay the amount when it becomes due for payment.

#### h. Set off / Deduction

If you have any money in any account with us we can (but do not need to) use that money to pay the amounts secured by this mortgage.

You cannot deduct any amount you claim is owed to you (by us or anyone else) from the amounts secured by this mortgage.

#### i. Exercising our rights

We can exercise all the other rights and powers we have under law even if they overlap with those in this mortgage. If we do not do so as soon as we are able to, we may do so later and may do so more than once.

#### j. Transfer

You may not assign, novate or transfer your rights under this mortgage or any secured arrangement.

We can assign, novate or transfer this mortgage, the debts it secures, and any secured arrangement to someone else.

You agree to us giving information to that person about you, your mortgage, the property and any secured arrangement.

#### k. Delegation of powers

We may delegate some or all of our powers to someone else. If we do so, then anything done by our delegate will take effect as if it had been done by us.

#### 3 General information

#### a. Notices

A notice or demand under this mortgage will be served on you if:

- it is served personally;
- it is left at the property or your last address known to us; or
- it is sent by mail to the property or your last address known to us and will be regarded as having been delivered in the ordinary course of post, even if it never arrives.

We may serve court documents in the same way.

#### b. Governing law and jurisdiction

Any court cases involving this mortgage can be held in a court of any state or territory of Australia.

The law of the place where the property is located applies to this mortgage.

#### c. Banking Code of Practice

The Australian Banking Association's banking code of practice as updated, and adopted by us, from time to time (Banking Code) sets out the standards of practice and service in the Australian banking industry for individuals and small business customers, and their guarantors who are individuals.

The relevant provisions of the Banking Code apply to the banking services referred to in this document. This means that we will comply with the Banking Code, where it applies to the banking services provided to you.

You can view a copy of the Banking Code on our website or ask us for a hard copy in branch or over the phone.

#### d. Provisions prohibited by law

If any part of a term of this mortgage:

- is unenforceable at law;
- doesn't comply with a law; or
- imposes an obligation or confers a right, power or remedy prohibited by law,

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Page 6 of 7

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that part of the term is omitted or varied to the extent necessary to comply with that law.

#### e. Further steps

You must do anything which we ask and reasonably consider necessary to:

- ensure that this mortgage is enforceable, perfected and otherwise effective;
- ensure this mortgage has the priority we require:
- enable us to register the power of attorney (see the Power of attorney section); or
- verify your identity or the identity of any person who signs this mortgage on your behalf.

#### f. Counterparts

This mortgage may consist of a number of copies, each signed or accepted by one or more parties to it. If so, the signed or accepted copies are treated as making up a single document.

#### 4 Trustee

If you give this mortgage as trustee of any trust, you confirm that this mortgage is for the benefit of the trust, you have authority to grant this mortgage, you have the right to be fully indemnified out of trust assets for obligations incurred under this mortgage and that the trust assets are sufficient to cover your financial obligations under this mortgage when they are due (taking into account all other trust liabilities).

#### 5 Definitions

Below is an explanation of some of the words we use in this mortgage.

**Building work**: building work, excavation or earthworks on the property, work demolishing, removing or altering any part of the property, or any building or development work required by an authority in connection with the property.

**Property**: All the property mortgaged by this mortgage, including:

- the land or lease of land referred to on the Mortgage Form (or if the relevant blank has not yet been filled in, the land or lease described in a secured arrangement);
- the house or unit and all other buildings and improvements on the land; and
- all rights attaching to the land or lease.

Where this mortgage is of a lease of land, it includes the land which is the subject of the lease, and the house or unit and other buildings and improvements on the land.

Receiver: any receiver or receiver and manager.

Westpac / we / us / our: Westpac Banking Corporation (ABN 33 007 457 141, AFSL and Australian credit licence 233714).

**You**: The person or entity described as a mortgagor on the Mortgage Form. If there is more than one, it includes any one or more of you.

Where there is more than one of you, each of you is individually liable for any amount owing under this mortgage. Your liability will continue even if one or more of the other mortgagors is no longer liable.

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

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Status Registered Dealing Number AX385769J

Date and Time Lodged 25/10/2023 12:57:26 PM

**Lodger Details** 

Lodger Code 21884L

Name SETTLE CONNECT PTY LTD

Address Lodger Box Phone Email

Reference Cardinia (12330/801

#### **APPLICATION TO RECORD AN INSTRUMENT**

Jurisdiction VICTORIA

#### **Privacy Collection Statement**

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

#### **Estate and/or Interest**

FEE SIMPLE

#### **Land Title Reference**

12330/800

12330/801

#### Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173 Planning & Environment Act - section 173

Applicant(s)

Name CARDINIA SHIRE COUNCIL

Address

Property Name CARDINIA SHIRE OFFICE

Street Number 20
Street Name SIDING
Street Type AVENUE
Locality OFFICER

State VIC





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Postcode 3809

#### **Additional Details**

Refer Image Instrument

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

#### Execution

- The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
- The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- 3. The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.

> Executed on behalf of Signer Name Signer Organisation

Signer Role

**Execution Date** 

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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AW/YFRS

## **Deed of Agreement**

## Under s173 of the Planning and Environment Act 1987

Cardinia Shire Council

and

BNG (Pakenham) Pty Ltd (ACN 640125686)

Ref: DV:NB:1050250

Doc ID 1115801193/v1

Level 8,447 Collins Street, Melbourne VIC 3000 Australia PO Box 3, Collins Street West VIC 8007 Australia DX 564 Melbourne Telephone +613 8644 3500 Facsimile 1300 365 323 (Australia) +613 9034 3257 (International) hwlebsworth.com.au



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Date 06/10/2023

**Parties** 

#### Cardinia Shire Council

of 20 Siding Avenue, Officer 3809

(Council)

#### BNG (PAKENHAM) PTY LTD (ACN 640125686)

of Level 5, 991 Whitehorse Road, Box Hill VIC 3128

(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. On 19 December 2017 Council issued Planning Permit No. T160690 (Planning Permit), which allows for the subdivision of the Subject Land, associated works, fencing, removal of native vegetation and altering access to a road in a Road Zone Category 1, generally in accordance with the approved plans.
- D. On 9 June 2021 Council amended the Planning Permit (T160690-2) (Amended Planning Permit).
- E. Condition 41 of the Amended Planning Permit provides that:

Prior to the issuing of a Statement of Compliance for each stage, the owner must enter into an agreement pursuant to Section 173 of the Planning and Environment Act 1987 to provide for the following:

- A plan of subdivision to show the location and dimensions of the plantation reserve as well as the building envelopes.
- b) A requirement that each land owner must maintain the

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- c) A requirement that any fencing within the plantation reserve must be wire or similar material to the satisfaction of the Responsible Authority.
- d) A requirement that each lot affected by the plantation reserve must comply with the relevant Building Design Guidelines registered on title.
- F. The Parties have agreed to enter into this Agreement:
  - (a) to give effect to the requirements of the Amended Planning Permit;
  - (b) that the Building Envelopes referred to in this Agreement relate only to the building envelopes for the lots abutting the plantation reserve on the eastern boundary of the Subject Land; and
  - (c) to achieve and 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, among 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).

**Agreement** means this Deed of Agreement and any Agreement executed by the Parties expressed to be supplemental to this Agreement.

Building Design means the Building Design Guidelines required by conditions 6 and 7 of the Planning Permit.

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Building

**Envelopes** reserve on the eastern boundary of the Subject Land.

**Building Envelope** 

Plan

means the plan showing the location and dimensions of the

Building Envelopes attached at Schedule 1.

**Business Day** means a day that is not a Saturday, Sunday or public holiday in

Melbourne.

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.

Council means Cardinia Shire Council in its capacity as responsible

authority.

means the buildings and works authorised under the Planning **Development** 

Permit.

**Endorsed Plans** means the plans and/or other documents that are endorsed

pursuant to the Planning Permit from time to time.

means any loss, damage, cost, expense or liability incurred by Loss

the person concerned, however it arises and whether it is present

or future, fixed or unascertained, actual or contingent.

**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.

**Planning Permit** means Planning Permit No. T160690 issued by Council on 19

> December 2017 referred to in Background C of this Agreement, and as amended from time to time (currently T160690-2 issued

on 9 June 2021) and including any Endorsed Plans.



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**Plantation** Reserve

means the area marked 'plantation reserve' forming part of the Subject Land as detailed in the Building Envelope Plan.

**Subject Land** 

means Volume 12330 Folio 801 (Lot 3 on Plan of Subdivision 6710) and Volume 12330 Folio 800 (Lot 2 on Plan of Subdivision 86652). 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.

**VCAT** means the Victorian Civil and Administrative Tribunal.

**Vegetation Plan** means the vegetation plan attached at Schedule 2..

#### 1.2 Interpretation

- (a) In this document, unless the context otherwise requires:
  - (i) The singular includes the plural and vice versa.
  - (ii) A reference to a gender includes a reference to each other gender.
  - A reference to a person includes a reference to a firm, corporation or (iii) 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.
  - 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.
  - A reference to an Act, Regulation or the Planning Scheme includes any (vi) 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.

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- (b) The obligations of the Counter under this Acte the troops as set out in the Planning and Environment Act 1987. The information must not be and several covernants which are samples of the Subject transport and 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.
  - 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 Plans showing the location of the Plantation Reserve and the Building Envelopes

The Owner covenants and agrees that the Building Envelope Plan shows the location and dimensions of the Plantation Reserve, as well as, the relevant Building Envelopes.

#### 2.2 Maintenance of the Plantation Reserve

The Owner covenants and agrees that it will maintain the plantation reserve:

- (a) in perpetuity;
- (b) at the its own cost; and
- (c) in accordance with the Vegetation Plan.

#### 2.3 Fencing within the Plantation Reserve

The Owner covenants and agrees to construct all fencing within the Plantation Reserve of wire or similar material to the satisfaction of the Responsible Authority.

#### 2.4 Building Design Guidelines

The Owner covenants and agrees that the construction of buildings on each lot affected by the Plantation Reserve must comply with the Building Design Guidelines.

### 3. Further obligations

#### 3.1 **Notice and registration**

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

Deed of Agreement

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Giving effect to the planning process as set out in the Planning and Environment Act 1987. The information must not be used for any other purpose. By taking a copy of this document you acknowledge The Owner will do all thing any coessary to give effect to this Agreement being the and that any executing any further documents and the covering of this to unright the covering the covering and the c

#### 3.3 Recording by Registrar of Titles

Agreement.

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.

#### 3.4 Council's costs to be paid

- (a) 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.
- (b) 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.

#### 3.5 Mortgagee to be Bound

The Owner covenants to obtain the consent of any Mortgagee to be bound by the covenants in this Agreement if the Mortgagee becomes Mortgagee in possession of the Subject Land.

#### 3.6 Covenants run with the Subject Land

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

### Agreement under Section 173 of 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.

Deed of Agreement

Page 6

Doc ID 1115801193/v1



5. Owner's wa This copied document is made available for the purpose of the planning process as set out in the Planning and Environment Act 1987. The information must not be used for any other purpose. By taking a copy of this document you acknowledge and agree that you will only use the document for the purpose specified above and that any Without limiting the operation outeffect which this Agreement has stheir 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.

#### 6. Successors in title

#### 6.1 Successors in title

Without limiting the operation or effect which this Agreement has, 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.

#### 7. Notices

#### 7.1 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) by delivering it personally to that Party;
- (b) by sending it by prepaid post addressed to that Party at the address set out in this Agreement or subsequently notified to each Party from time to time; or
- (c) by sending it by electronic mail to that Party using the email address set out in this Agreement or subsequently notified to each Party from time to time.

#### 7.2 Time of service

A notice or other communication is deemed served:

- (a) if delivered, on the following business day;
- (b) if posted, on the expiration of two business days after the date of posting; or
- (c) if emailed, when the electronic communication becomes capable of being retrieved by the addressee at an electronic address designated by the addressee.

Deed of Agreement



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8.1

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

#### 8.2 **Default**

- If the Owner fails to comply with the provisions of this Agreement, Council may (a) 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.
- The costs incurred by the Council in undertaking the works as a result of the (c) Owner's default will be payable by the Owner.

#### 8.3 **Ending of Agreement**

This Agreement ends:

- on the date that the Council confirms in writing that this Agreement can be (a)
- otherwise in accordance with the Act. (b)

#### 8.4 **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.

#### 8.5 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.

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8.6 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.

Deed of Agreement Page 8



8.7 **Severability** 

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- (a) If a cour narbitratorattribunal coryother competent authority determines that cand that any word, priviled the described and the other provisions of this Agreement will remain operative.
- (b) Clause 8.7(a) will not apply if to do so will materially affect the commercial arrangement formed by this Agreement.

#### 8.8 Proper law

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

#### 8.9 Counterparts

This Agreement may be executed in counterparts, and is binding on the parties upon the counterparts being exchanged. A copy of the original executed counterpart sent by email is to be treated as an original counterpart for all intents and purposes.

Deed of Agreement Page 9



#### Schedule

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#### Mortgagee's Consent

Daiwa Capital Markets Australia Ltd as Mortgagee of registered Mortgage No AW944856J consents to the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this Agreement as if it were the Owner of the Subject Land.



Deed of Agreement Page 10



Executed as a distribution of the content of the co



Deed of Agreement Page 11



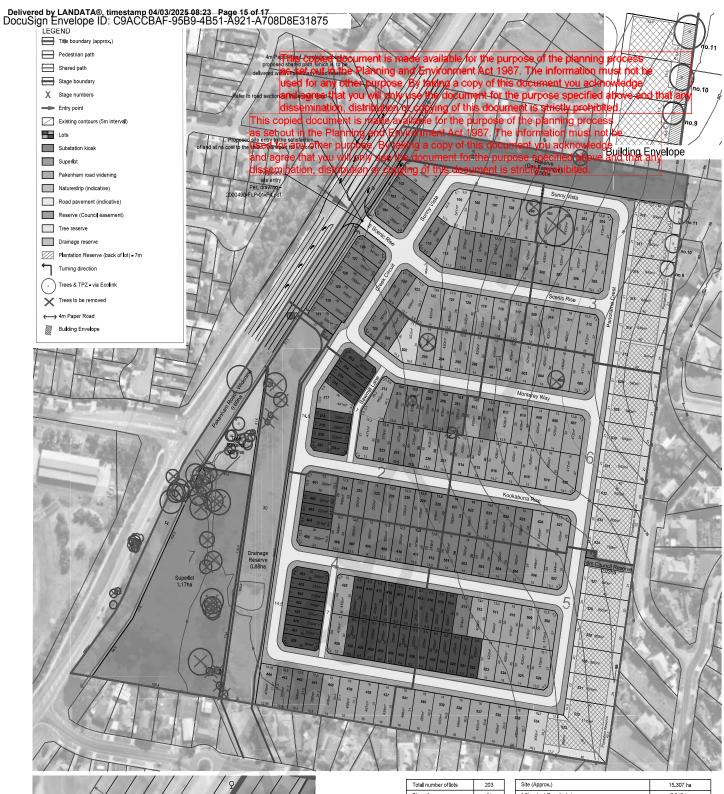
Schedule 1

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**Building Envelope Plan** 



Deed of Agreement Page 12





# Pakenham Road - Cross Section

- tes:
  This plan is subject to Council approval.
  All dimensions and areas are subject to survey and final computations.
  The drainage reserve shown has been preliminarly sized for the treatment and detention of stormwater to Council requirements. The layout and area required will be subject to engineering detail design and Council approval.
  All roads are 16m local access level 1 urbess noted otherwise
  Road pawement is indicative only and subject to detailed engineering design.
  Arc dimensions shown are length of arc (not chord)

Total number of lots	203
Stage 1	31
Stage 2	34
Stage 3	18
Stage 4	44
Stage 5	41
Stage 6	34
Stage 7*	1
	-

\* Stage includes 1 Superlot

Lot Schedule by Area				
Lot Size	Number of Lots	%		
0-299m2	42	20.8		
300-399m2	56	27.7		
400-499m2	81	40.1		
500-599m2	3	1.5		
600-699m2	0	0.0		
700m2+	20	9.9		
Total	202	100		

<sup>\*</sup> Table does not include superlot

Site (Approx.)		15.307 ha	
* Standard Density Lots		7.515 ha	
* Medium Density Lots	Density Lots 1.021 ha		
* Superiot		1.168 ha	
* Kiosk		0,009 ha	
* Tree Reserve		0.165 ha	
* Non-Arterial Roads	3,274 ha		
Arterial Roads (Pakenham road widening)		0.693 ha	
Reserve (Council Easement)		0.580 ha	
Drainage Reserve		0.884 ha	
Net Developable Area		13.150 ha	
Lot Yield 160 lots (Standard Density) 470m² average		ge lot size	

Lot Yield	160 lots		
(Standard Density)	470m² average lot size		
Lot Yield	42 lots		
(Medium Density)	243m² average lot size		
** Lot Yield	202 lots @ 16.9 lots per ha		
(Overall)	423m² average lot size		
Superlot	1		
Total Number of Lots (Inc. 1 superiot)		203	

<sup>\*</sup> Indicates inclusion in NDA

	_						
20	0	20	40	60	80	100	120



Subdivision Plan

110 Pakenham Road, Pakenham

BNG Group

	MENDED PLAN ID ENVIRONMENT ACT 1987
	ANNING SCHEME
PERMIT No.:	T160690-2

PERMIT NO.	100090-7
SHEET	1 OF 1
APPROVED I	BY: Dean Haeusler
	CARDINIA SHIRE COUNCIL
DATE Mand	n 10 Oatobox 2022

Ī	12	27-18-2021	Pakenham road layout	KT	KT	Date: 01.09.2022
	13	02.13.2021	Added building envelopes	KT	кт	Version No:
	14	07.12.2021	Updated road and staging boundary	KT	KT	16 🥤
	15	21,07,2022	Updated steging boundary	KT	KT	Job No: 2000490
	16	01,09,2022	Updated lot numbers, building envelope and tables	OX	KT	Scale (A1): 1:1
	Version	Date	Description	Drafted	Approved	(A3): 1:2

KT	Scale (A1):	1:1000	
Approved	(A3):	1:2000	

Ν



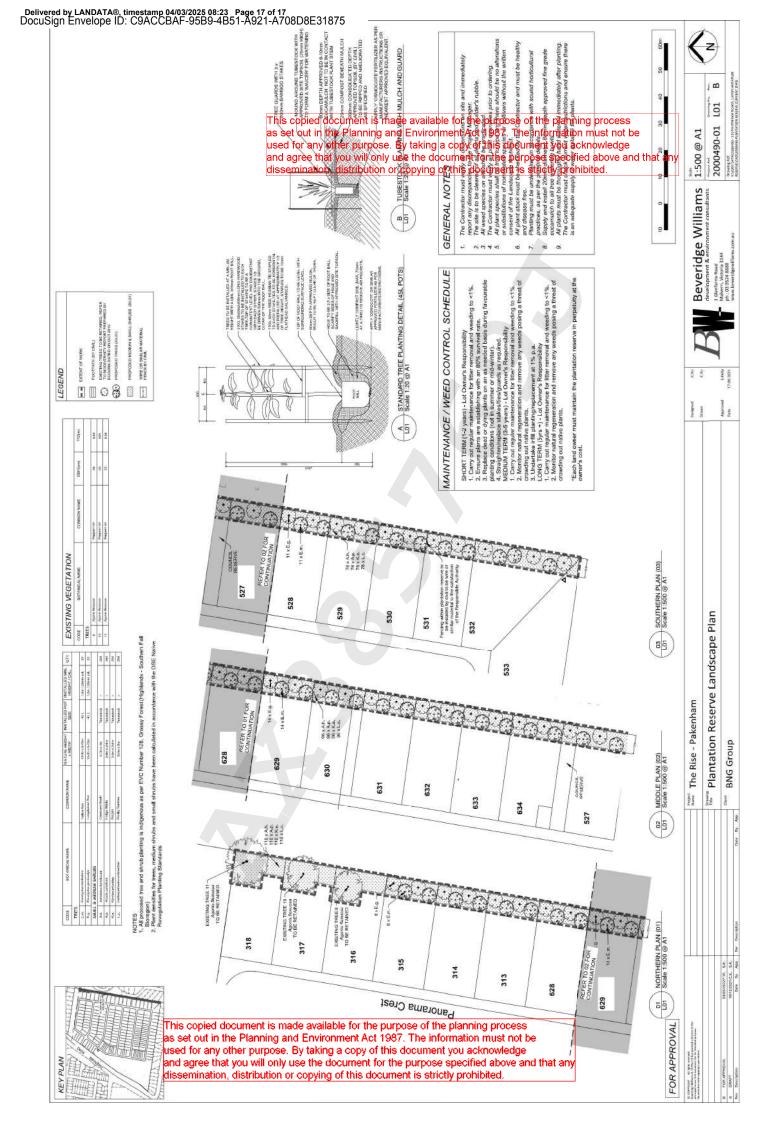
# Schedule 2

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# **Vegetation Plan**



Deed of Agreement Page 13



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PLAN OF SUBDIVISION

EDITION 1

PS902144W

LOCATION OF LAND

This copied document is ma of the planning pr de available for the purpose

used for any other purpose ydakingnarooppaofitaishdocument you acknowledge e the document for the purpose specified above and that any Council Belgieses Number 52's 147 ictly prohibited. Panning Permit Regence: 11:6657 ictly prohibited. and agree that you will only

SPEAR Reference Number: S182118A

NAR NAR GOOdissemination, distribution of PARISH:

TOWNSHIP: **PAKENHAM** 

SECTION:

CROWN ALLOTMENT: 32(PT), 33(PT) & 34(PT)

TITLE REFERENCE: VOL. 12580 FOL. 422

VOL. 12330 **FOL. 800** 

LAST PLAN REFERENCE: PS848743W (LOT A)

LP86652 (LOT 2)

POSTAL ADDRESS: **14 SUNNY VISTA** (at time of subdivision) PAKENHAM ROAD

**PAKENHAM 3810** 

MGA CO-ORDINATES: E: 366 200 (of approx centre of land

in plan)

ZONE: 55 N: 5 786 450 **GDA 2020**  Certification

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: 16/08/2023

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

Digitally signed by: Sonia Higgins for Cardinia Shire Council on 27/06/2024

Statement of Compliance issued: 28/10/2024

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 been satisfied at Statement of Compliance

VESTING O	F ROADS AND/OR RESERVES	NOTATIONS
IDENTIFIER	COUNCIL/BODY/PERSON	LOTS 1 TO 200 (BOTH INCLUSIVE) HAVE BEEN OMITTED FROM THIS PLAN.
ROAD R1	CARDINIA SHIRE COUNCIL	LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE RESTRICTIONS. FOR DETAILS OF RESTRICTIONS INCLUDING BURDENED LOTS & BENEFITING LOTS, SEE CREATION OF RESTRICTIONS ON SHEET 5  OTHER PURPOSE OF PLAN: TO REMOVE THAT PART OF THE SEWERAGE EASEMENT CREATED AS E-3 ON PS848743W CONTAINED WITHIN MONTEREY WAY ON THIS PLAN.
10	NOTATIONS	GROUNDS FOR REMOVAL OF EASEMENT:

**DEPTH LIMITATION: DOES NOT APPLY** 

This is a SPEAR plan.

Estate: The Rise - Pakenham Phase No.: 02 No. of Lots: 34 + Lot B

PHASE AREA: 1.772ha

STAGING:

This is not a staged subdivision. Planning Permit No. T160690

SURVEY:

287, 295, 319, 320, 354, 355, 363, 674, 675

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(SECTION 6(1)K SUBDIVISION ACT 1988)

WARNING: The restrictive covenant(s)/restriction(s) in this plan may have been varied or removed. For current information, please refer to the relevant folio(s) of the Register, noting section 88(3) of the Transfer of Land Act 1958

# **EASEMENT INFORMATION**

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

SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO LOTS 213 TO 216 (BOTH INCLUSIVE) AND 218 TO 221 (BOTH INCLUSIVE) IN THIS PLAN.

Easement Reference	Purpose	Width (Metres)	Origin	Land Ben	nefited/In Favour Of	
E-1, E-4 PIPELINE E-2 DRAINAGE		24.38	INST. D613929	VICTORIA PIP	PELINES COMMISSION	
		SEE DIAG PS848743W		CARDINI	CARDINIA SHIRE COUNCIL	
E-2, E-3	SEWERAGE SEE DIAG P	PS848743W	SOUTH EAST \	SOUTH EAST WATER CORPORATION		
E-7, E-5	SEWERAGE	SEE DIAG	THIS PLAN	SOUTH EAST V	WATER CORPORATION	
E-7, E-6	DRAINAGE	SEE DIAG	THIS PLAN	CARDINI	A SHIRE COUNCIL	
E-4	SUPPLY OF WATER (THROUGH UNDERGROUND PIPES)	6	PS848743W	SOUTH EAST V	WATER CORPORATION	
	Beveridge Williams	SURVEYORS FILE R	EF: 2000490/02 2000490-02-PS-V6.DWG	ORIGINAL SHEET SIZE: A3	SHEET 1 OF 5	



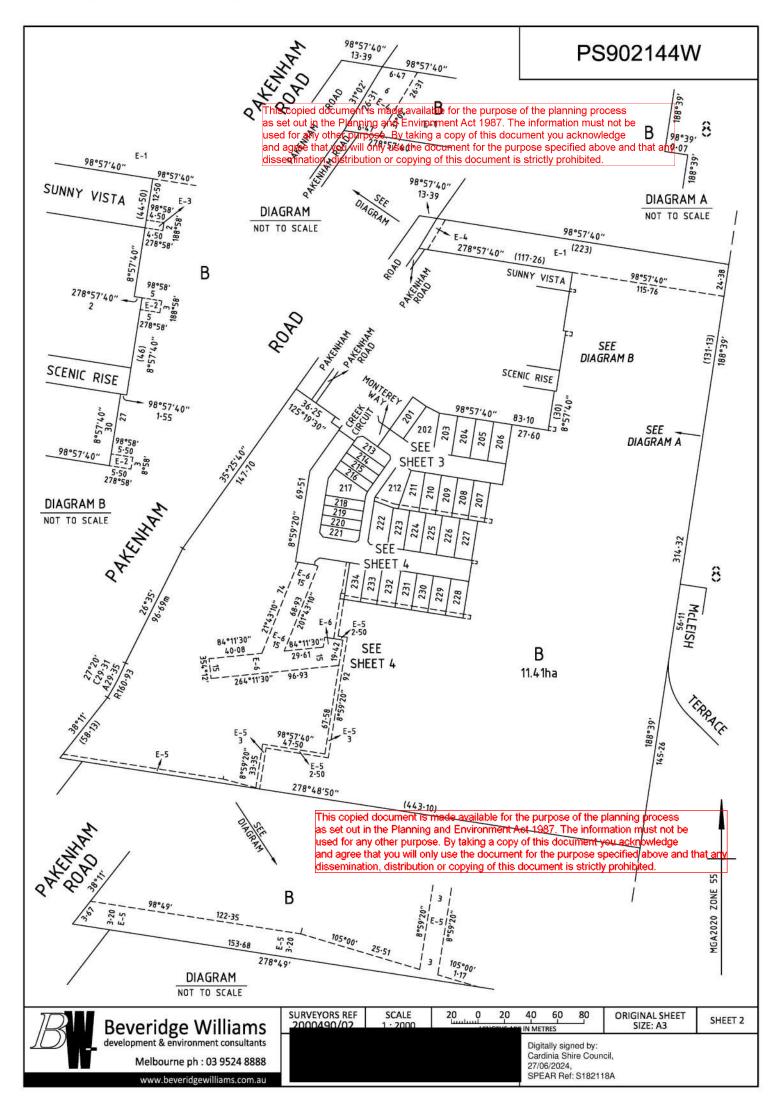
Assistant Registrar of Titles

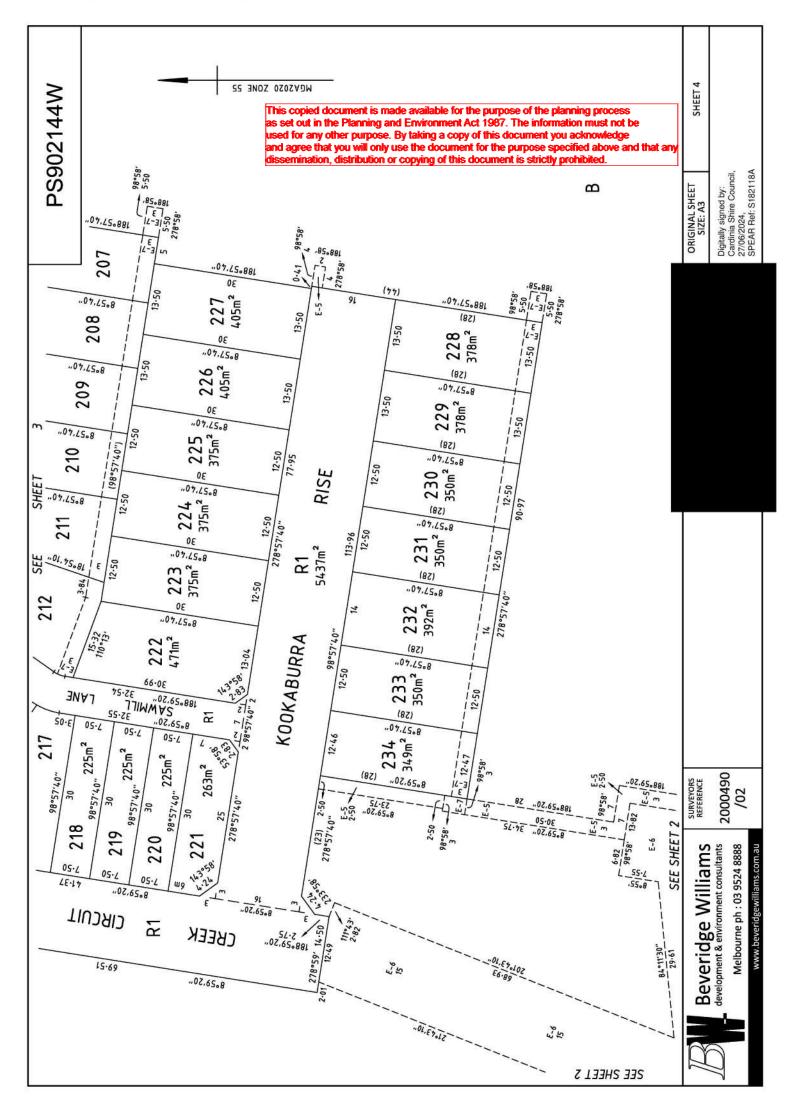
10:25 AM

01/11/2024

Land Use Victoria Plan Registered

www.beveridgewilliams.com.au





# SUBDIVISION ACT 1988

# CREATION OF RESTRICTION 'A'

PS902144W

THE REGISTERED PROPRIETORS OF THE BURDENED LANG COVERN DOWN HE RESISTED BROKENED BROKEN OF THE BURDENED LANG COVERN DOWN HE RESTRICTION WITH THE INTENT THAT THE BURDEN OF THE RESTRICTION IS ANNEXED TO AND

RUNS WITH THE BENEFITED LAND.

LAND TO BENEFIT & TO BE BURDENED:

BURDENED LAND: LOTS 201 TO 234 (BOTH INCLUSIVE)

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BENEFITING LAND: LOTS 201 TO 234 (BOTH INCLUSIVE)

## **DESCRIPTION OF RESTRICTION:**

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THE PLAN OF SUBDIVISION SHALL NOT:

(1) CONSTRUCT OR ALLOW TO BE CONSTRUCTED ANY BUILDING OR STRUCTURE OTHER THAN A BUILDING OR STRUCTURE THAT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE RISE (PAKENHAM) ESTATE DESIGN GUIDELINES AS AMENDED FROM TIME TO TIME.

A COPY OF THE DESIGN GUIDELINES AND BUILDING ENVELOPE PLAN IS AVAILABLE at http://www.beveridgewilliams.com.au/design-application/

- (2) CONSTRUCT OR ALLOW TO BE CONSTRUCTED ANY BUILDING OR STRUCTURE ON THE LOT PRIOR TO:
  - COPIES OF BUILDING PLANS, ELEVATION, ROOF PLANS, SITE PLANS (INCORPORATING SETBACKS FROM ALL BOUNDARIES, EXISTING CONTOURS, PROPOSED FINISHED FLOOR LEVELS AND SITE LEVELS, ALL PROPOSED DRIVEWAYS AND PATHS, DETAILS OF FENCES AND OUTBUILDINGS AND LANDSCAPING) AND SCHEDULES OF EXTERNAL COLOURS AND MATERIALS HAVE BEEN SUBMITTED VIA THE DESIGN PORTAL AT THE ABOVE ADDRESS OR SUCH OTHER ENTITY AS MAY BE NOMINATED BY THE DESIGN ASSESSMENT PANEL FROM TIME TO TIME;
  - THE DESIGN ASSESSMENT PANEL OR SUCH OTHER ENTITY AS MAY BE NOMINATED BY THE DESIGN ASSESSMENT PANEL FROM TIME TO TIME HAVE GIVEN ITS WRITTEN APPROVAL TO THE PLANS PRIOR TO THE COMMENCEMENT OF WORKS.

# VARIATION:

ANY VARIATION TO CONDITIONS 1 AND 2 OF RESTRICTION 'A' WILL REQUIRE THE CONSENT OF THE DESIGN ASSESSMENT PANEL.

THIS RESTRICTION CEASES TO HAVE EFFECT FOLLOWING AFTER EITHER;

- THE ISSUE OF AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 (OR SIMILAR) IN RESPECT OF A BUILDING ON EVERY RESIDENTIAL LOT ON THIS PLAN.
- (ii) 31 DECEMBER 2039.

# CREATION OF RESTRICTION 'B'

THE REGISTERED PROPRIETORS OF THE BURDENED LAND COVENANT WITH THE REGISTERED PROPRIETORS OF THE BENEFITED LAND AS SET OUT IN THE RESTRICTION WITH THE INTENT THAT THE BURDEN OF THE RESTRICTION RUNS WITH AND BINDS THE BURDENED LAND AND THE BENEFIT OF THE RESTRICTION IS ANNEXED TO AND RUNS WITH THE BENEFITED LAND.

# LAND TO BENEFIT & TO BE BURDENED:

BURDENED LAND: LOTS 201 TO 234 (BOTH INCLUSIVE) BENEFITING LAND: LOTS 201 TO 234 (BOTH INCLUSIVE)

# DESCRIPTION OF RESTRICTION:

THE REGISTERED PROPRIETOR OR PROPRIETORS FOR THE TIME BEING OF ANY BURDENED LOT ON THE PLAN OF SUBDIVISION SHALL NOT:

CONSTRUCT OR ALLOW TO BE CONSTRUCTED ANY BUILDING OR STRUCTURE WITH PARTY WALLS UNLESS THE PARTY WALLS ARE CONSTRUCTED SIMULTANEOUSLY WITH THE ABUTTING LOTS

THIS RESTRICTION CEASES TO HAVE EFFECT FOLLOWING AFTER EITHER;

- (i) THE ISSUE OF AN OCCUPANCY PERMIT UNDER THE BUILDING ACT 1993 (OR SIMILAR) IN RESPECT OF A BUILDING ON EVERY RESIDENTIAL LOT ON THIS PLAN.
- (ii) 31 DECEMBER 2039.



**ORIGINAL SHEET** SIZE: A3

SHEET 5



Page: 2

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Beachwood Homes
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Surveying

Issued: 20/03/2025sed for any other purpose. By taking a copy of this document you acknowledge

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Traffic & Transport Engineering

**Environmental Consulting** Prepared by: JG

Water Resource Engineering Checked by: ΑB Strata Certification (NSW)

**Town Planning** Project Manager: AB**Urban Design** 

Landscape Architecture Project Number: 2500763 Project Management

# **Revision Table**

REV	DESCRIPTION	DATE	AUTHORISED
1	Planning Application	19/03/2025	АВ

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# Contents

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1.	INTRODUCTION	Used for any other purpose. By taking a copy of this document you acknowledge and agree that you will only use the document for the purpose specified above and that any discription or copying of this document is strictly prohibited.	4
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3.	PROPOSAL		7
4.	PLANNING CONTROLS		7
5.	CONCLUSION		11

# 1. INTRODUCTION

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Beveridge Williams is pleased to submitchis application as behalf of the land when at 3 Kackaburge Place, Pakenham (Lot 222, PS902144W). The application is supplied by the land when the supplication of the Environmental Significance Overlay, Schedule 5 (Pakenham North Ridge).

The land is also in a General Residential Zone, Schedule 1 and subject to the Developer Contributions Plan Overlay, Schedule 1. However, neither of these controls trigger the need for a planning permit.

The site is a newly created vacant parcel within Stage 2 of The Rise Estate (previously known as 110 Pakenham Road, Pakenham). The subdivision of the land has been subject to a thorough assessment process which commenced in 2017 with the granting of a permit. Titles in Stage 1 and Stage 2 have recently been released. Stage 3 and Stage 4 are under construction, and Stage 5 and Stage 6 are expected to commence construction soon.

This report concludes that the dwelling design is consistent with the ambitions of the Environmental Significance Overlay, Schedule 5 (Pakenham North Ridge), noting most objectives under the overlay have already been resolved through the subdivision.

# 2. THE SITE AND SURROUNDS

Planning Permit T160690 was issued on 19 December 2017 for:

Staged subdivision of the land, associated works, fencing, removal of native vegetation and altering access to a road in a Road Zone Category 1, generally in accordance with the approved plans at 110 Pakenham Road, Pakenham.

The permit's approval followed the consideration of a number of detailed specialist reports, including:

- A Highest and Best Use Assessment (Essential Economics, May 2016)
- A Biodiversity Assessment (Ecolink, October 2016) with a separate detail flora and fauna surveyed conducted.
- An Arborist Report (Bluegum, July 2016)
- A Drainage Strategy and Slope Analysis (Taylors, July 2016)
- Geotechnical Reports (Atma Environmental, February 2017 and A.S. James Pty Ltd, March 2018)
- A Traffic Engineering Assessment (Traffix Group, October 2016).
- A CHMP (No. 14643)

The subdivision has proceeded, subject to some relatively minor revisions to the original masterplan, via the planning process and Council's approval of Functional Layout Plans and Detailed Engineering Drawing.

The current approved masterplan (Version 21, approved 19 November 2024) shows 6 stages and a total of 203 lots. Stages 1 and 2 were recently finished providing for 65 residential lots that vary in size between 225sqm and 550sqm over the lower slopes of the estate.

To facilitate the completion of Stages 1 and 2, the following actions under the subdivision permit have occurred:

- A Section 173 Agreement has been registered on the parent title, introducing building envelopes and landscape requirements on elevated lots in Stages 3, 5 and 6 (Condition 41).
- Vegetation offsets have been secured (Condition 37),
- Developer contributions have been paid (Condition 27),
- Open space contributions have been paid (Condition26)
- Dwelling Design Guidelines and building envelopes have been approved by Council (Condition 6), and implemented via a restriction on title. Except for the small lots below 300sq, new lots in Stage 1 and Stage 2 are subject to building envelopes.
- The intersection at the entrance to the estate off Pakenham Road has been constructed.
- The land has been cleared of vegetation, re-graded, with retaining walls and fences constructed within Stage 1 and Stage 2. Roads, footpaths and services are in place.



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it is copied focument is made available, each purpose in the branning process of the output the Pleaning and Environment Act 1987, the automation in califord of the year of the year of the year of the purpose. By talking a copy of this document you acknowledge and arree that you will only dose the document to the purpose specified above and traceau dissemination, distribution or copying of this document is strictly prohibited.

Figure 1 - The Estate under construction, 1/1/2024



Figure 2 – The Rise Estate, February 2025 (the red star shows the location of 3 Kookaburra Rise)

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dissemination, distribution or copying of this document is strictly prohibited.

The site is located on the northeast corner of the intersection of Kookaburra Rise and Sawmill Lane. The lot is 471 sqm in area, with a frontage to Kookaburra Rise and Sawmill Lane. The lot is 471 sqm in area, with a frontage to Kookaburra Rise and Sawmill Lane. The lot is 471 sqm in area, with a frontage to Kookaburra Rise Phintel Activities Sawmill Lane. The lot is 471 sqm in area, with a frontage to Kookaburra Rise Phintel Activities Sawmill Lane. The lot is 471 sqm in area, with a frontage to Kookaburra Rise Phintel Activities Sawmill Lane. The lot is 471 sqm in area, with a frontage to Kookaburra Rise and Sawmill Lane. The lot is 471 sqm in area, with a frontage to Kookaburra Rise and Sawmill Lane. The lot is 471 sqm in area, with a frontage to Kookaburra Rise and Sawmill Lane. The lot is 471 sqm in area, with a frontage to Kookaburra Rise and Sawmill Lane. The lot is 471 sqm in area, with a frontage to Kookaburra Rise and Sawmill Lane. The lot is 471 sqm in area, with a frontage to Kookaburra Rise and Sawmill Lane. The lot is 471 sqm in area, with a frontage to Kookaburra Rise and Sawmill Lane. The lot is 471 sqm in area, with a frontage to Kookaburra Rise and Sawmill Lane. The lot is 471 sqm in area, with a frontage to Kookaburra Rise and Sawmill Lane. The lot is 471 sqm in area, with a frontage to Kookaburra Rise and Sawmill Lane. The lot is 471 sqm in area, with a frontage to Kookaburra Rise and Sawmill Lane. The lot is 471 sqm in area, with a frontage to Kookaburra Rise and Rise a

The site survey shows the land falls gently front Rt 19 and help blast be for controlled the surveyse specifical bow and the real problems. The site to RL10 at the front of the site (Kookaburra Rise). The concreate sleeper retaining wall has a maximum height of 1m in the northeast corner of the stie and steps lower to zero half way across the back boundary. There is also a low stacked stone retaining wall along the site's western boundary with Sawmill Lane (see Figure 3).



Figure 3 – Photo of site (the red line is the approximate site boundary).

Covenant PS202144W requires development of dwellings in accordance with The Riase (Pakenham) Estate Design Guidelines. The building envelope which forms park of this restriction on Lot 222 shows any building must have a 4m setback from Kookaburra Rise, a 2m setback from Sawmill Lane and a 1m setback from the rear (northern) boundary.



Figure 4 - Building Envelopes

Page: 7

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The lots surrounding the site vary in size and are also vacant. The rectangular lot to the east is 350sqm and lot to the north is 495sqm. Lots on the western side to be a size of the planning process of the planning process.

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3. PROPOSAL

It is proposed to construct a double-storey dwelling on the land. The dwelling is setback 5.2m from Kookaburra Rise, 2.5m from Sawmill Lane and 8.1m from the rear boundary. A garage is constructed to the eastern boundary.

The dwelling has a brick façade and a Colorbond pitched gable roof. It offers living areas and a guest's bedroom at ground level and 5 bedrooms and a rumpus room at first floor. The dwelling is 7.9m high.

The dwelling is shown on Beachwood Homes plans Ref:11576, Issue E, dated 17/03/2025.

# 4. PLANNING CONTROLS

The land is subject to the **General Residential Zone**, **Schedule 1**. A planning permit is not required under this control as the lot area exceeds 300sqm.

The land is subject to **Development Contribution Plan Overlay, Schedule 1**. A development contribution has been paid pursuant to Planning Permit T160690 when the land was subdivided. There are no permit triggers or requirements associated with constructing a single dwelling.

The land is within the **Environmental Significance Overlay, Schedule 4 (ESO4)** which applies to Pakenham North Ridge. Planning permission is required under this overlay to subdivide land, remove vegetation, <u>construct a building or construct</u> or carry out works, and construct a fence.

This application seeks the construction of a dwelling and boundary fencing. We note planning permission has already been granted for both subdivision of the land and the removal of vegetation. In each of these instances, the ESO4 was considered.

ESO4 covers the whole of the parent title (110 Pakenham Road), and land to the north (see Figure 5).



Figure 5 - The extent of ESO4

The Purpose of the ESO is:

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To ensure that development 45cd or partitle with the control of th

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Figure 6 - The 'Pakenham North Ridge' prior to subdivision occurring (in 2015)

Schedule 4 outlines the following Statement of Significance:

The Pakenham ridge has regional significance for biodiversity. It makes a substantial contribution to biodiversity in the Gippsland Plain Bioregion as well as the Pakenham area. The area has remnants of Grassy Forest, an ecosystem that is vulnerable in the area. The Cobra Greenhood Orchid (Pterostylis grandiflora) which is of state significance, and the Green Scentbark (Eucalytptus fulgens) which is of state/national significance, are found in the area.

The area is characterised by a geology of Devonian Granitic and Silurian Sediment origin, moderate to steep slopes, and areas of remnant vegetation. These characteristics contribute to environmental values including landscape quality, water quality, and habitat of botanical and zoological significance. These characteristics are also a significant factor contributing to environmental hazards such as erosion, salinity and fire risk, and susceptibility to visual intrusion from buildings and works.

The Environmental Objectives to be met under the Overlay are:

- To protect and enhance the significant environmental and landscape values of the Pakenham North
- To ensure that the siting and design of buildings and works does not adversely impact on environmental and landscape values including the ridge landform, the diverse and interesting landscape, the natural skyline of ridge areas, areas of remnant vegetation, and habitat of botanical and zoological significance.
- To ensure that the siting and design of buildings and works responds to environmental and landscape values, and addresses environmental hazards of erosion, salinity and fire.
- To maintain, manage and promote replanting of native vegetation as an important element of the Pakenham North ridge landscape and natural systems.
- To ensure long term protection of areas of high conservation value and promote the protection and enhancement of wildlife habitat and corridors.

The ecology and biodiversity of the Pakenham North ridge was considered as part of the subdivision approval. Permission was granted to remove most of the vegetation from the parent title. The land has since been graded and reformed to provide roads, services and flat ground for dwelling construction using retaining walls and fill in accordance with geotechnical assessments provided with the application and through the assessment of detailed engineering plans. Matters such as water runoff, erosion and bushfire risk were also considered pursuant to the subdivision and resolved through construction of the estate.

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Some land within The Rise Estate is steep and elevated above the valley floor. Building envelopes and a finiscopied document is made available for the purpose of the planning process plantation reserve are implemented the process that the purpose of the purpose of the purpose of the planning process that the purpose of the purpose of the planning process that the purpose of the

The subject site is located on modified and relatively flat land at the bottom of the hillside. What remains as relevant considerations for a new dwelling and fence under the control is limited given the main objective of protecting the biodiversity is not a factor for individual lots that have be graded and regraded.

In response to the other considerations, the proposed dwelling scales, through its height and massing, in a manner that it will not impact the ridge or skyline. In time, the dwelling will be viewed with a roof profile that is slightly higher than built form to the west (dwellings constructed at a lower elevation) and slightly lower than built form to the east (dwellings constructed at a higher elevation). Eventually, the dwelling will represent just one roof profile in a sea of other roofs that step-up the hillside. This stepping up of built-form is most evident to the north of the site in the neighbouring estate where more construction activity has occurred (see Figure 7).



Figure 7 – Dwellings stepping-up the hillside in Serene Court.

The proposed construction materials, being brick with a dark Colorbond roof, are non-reflective and complement the natural landscape as well as building already constructed within the ESO4 area.

The proposed dwelling, shown in the location of the red star in Figure 8, will not impact on views of native vegetation, any natural landforms or the ridge.



Figure 8 – The Rise Estate under construction (Google Streetview)

The relatively low site coverage of the proposed dwelling (at 40%) provides appropriate space for landscaping to enhance the landscaped character of the area.

Lastly, the proposed lapped and capped timber paling fences along the side and rear boundaries accords with the requirements of The Rise (Pakenham) Estate Design Guidelines.

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The following table is a consideration of the ESO objectives:
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# **Objectives of ESO4**

To protect and enhance the signification in the sig and landscape values of the Pakenham North ridge. achieved this outcome when the permit was granted.

To ensure that the siting and design of buildings and works does not adversely impact on environmental and landscape values including the ridge landform, the diverse and interesting landscape, the natural skyline of ridge areas, areas of remnant vegetation, and habitat of botanical and zoological significance.

The siting and design of the dwelling will have no adverse impact on the environmental or landscape value of the surrounds. The subdivision has achieved vacant lots that step-up the hillside to manage the slope and potential for visual impacts. The site is close to the bottom of the hillside. The dwelling will have no impact on the ridge or the natural landform either in the short-term, or when surrounded by other new dwellings.

The proposed dwelling will not impact remnant vegetation or habitat as the land has been cleared and re-graded.

To ensure that the siting and design of buildings and works responds to environmental and landscape values, and addresses environmental hazards of erosion, salinity and fire.

The siting and design of the dwelling responds to environmental 'hazards'.

The tiering of the land through the subdivision using retaining walls and fill was proposed to accommodate traditional 'slab' construction of dwellings accordance with geotechnical reports provided.

The subdivision was designed with underground drainage solutions to avoid erosion.

The site is not in a bushfire prone area or subject to policy consideration in Clause 13.02 of the Cardinia Planning Scheme. The subdivision was designed with a road layout providing appropriate fire vehicle access and hydrants.

To maintain, manage and promote replanting of native vegetation as an important element of the Pakenham North ridge landscape and natural systems.

The low site coverage provides appropriate scope for landscaping that responds to the Pakenham North ridge landscape.

To ensure long term protection of areas of high conservation value and promote the protection and enhancement of wildlife habitat and corridors.

The site is not within an area of high conservation value and does not form part of a wildlife habitat or corridor.

The objectives and decision guidelines of ESO4 do not require general consideration of neighborhood character beyond the environmental objectives outlined in the Overlay. However, Council can take comfort that the proposed dwelling has been considered against The Rise Estate Design Guidelines that Council required through the planning permit for subdivision and the proposed dwelling has achieved compliance (refer to Design Assessment Panel plans dated 18/3/2025).

Further, the proposed dwelling is setback from Kookaburra Rise and appropriately located within the building envelope. The slab (FFL) is constructed at a mid-point which avoids any unnecessary earthworks other than a modest batter slope at the front and rear of the building and a low retaining wall along the eastern boundary.

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The dwelling's garage is proposed on the correct side of the dwelling to utilize the constructed vehicle crossing and is setback behind the dwelling's front factorial in the purpose of the planning process restauction.

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The objectives and decision guidelines of ESO4 do not require general consideration of amenity impacts. This will be considered by the relevant building surveyor.

The Planning Policy Framework has been considered in respect to the permit trigger, but no policy is considered to help aid the application of discretion provided through ESO4. Decision Guidelines at Clause 65.01 have also been considered in relation to the discretion provided through ESO4.

The proposal therefore accords with the ESO4 objectives and decision guidelines. The development is compatible with identified environmental values as required by the Environmental Significance Overlay.

# 5. CONCLUSION

The site does not exhibit the biodiversity that is sought to be protected and enhanced under ESO4. Consideration has been given to the broader landscape impacts of the proposed development. However, the building is not contemptable in terms of it scale and massing, nor its construction materials, where it will negatively impact and cause harm to the hillside topography or ridgeline east of the site. Therefore, a planning permit should be granted under the ESO4.





17 April 2025

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Beveridge Williams and Co Pty Ltd c/- Beachwood Homes Pty Ltd 1 Glenferrie Road Malvern VIC 3144

Dear Applicant,

T250171 PA Application No.: Property No.: 5000036759

L222 PS902144 V12580 F640, 3 Kookaburra Rise, Pakenham VIC 3810 Address:

Proposal: Buildings and works (Construction of a Dwelling and a Fence)

I refer to the above application for a planning permit and wish to advise that under section 54 of the Planning and Environment Act 1987, more information is required before Council can consider your application.

This letter also outlines preliminary concerns and comments relating to the application and should be read carefully.

# FURTHER INFORMATION REQUIRED:

Amended site plan showing:

# Sheet 2 & 3

- 1.1 Contours of the land to Australian Height Datum (AHD).
- 1.2 Finished floor levels (FFL) to AHD.

N/A

1.3 Location, materiality and height of front fencing above Natural Ground Level (NGL) (if applicable) to AHD.

# All shown on Sheet 2

- 1.4 Location of proposed site fill in a different colour/legend than 'extent of excavation'.
- 1.5 Location of existing and proposed retaining walls shown in two different colours.
- 1.6 Dimensions of the existing crossover.
- 1.7 Location and appropriate protection fencing of the existing street tree to the front of subject site, along with tree protection notes.
- Amended elevation plans showing:

- Sheet 11 & 12 2.1 Cardinal direction of all elevation plans (e.g., north elevation, south elevation etc.).
  - 2.2 NGL to AHD clearly shown with a dotted/dashed line for all elevation plans.
  - 2.3 FFL to AHD shown with a dotted/dashed line for all elevation plans.
  - 2.4 Dimensions of proposed cut and/or fill, clearly delineated on the plans.

the length and height are

Sheet 12, but 2.5 Dimensions of proposed retaining walls.

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Sheet 3a

schedule

2.6 Dimensions of existing retaining walls along northern boundary.

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used for any other purpose. By taking a copy of this document you acknowledge See material 2.8 A detailed external colou ക്രപ്പ് ആഷ്ട്രസ്ത്രി ട്രൂപ്പ് പ്രാവേശന്റെ ഉടുപ്പ് വേശന്റെ വേശന് വേശന്റെ വേശന

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Amended landscape plan showing:

Sheet 2 & 3

3.1 Location and appropriate protection fencing of the existing street tree to the front of subject site, along with tree protection notes.

Landscape Plan

- 3.2 Details of surface finishes of pathways and driveways.
- 3.3 Proposed landscaping for side and rear of the subject site.
- 3.4 A planting schedule of all proposed trees, shrubs and ground covers, including botanical names, common names, pot sizes, sizes at maturity, and quantities of each plant.
- 3.5 A minimum of two (2) medium sized canopy trees capable of reaching a height of 8 metres and width of 6 metres at maturity (1.5m high at the time of planting) within the property boundaries.
- 3.6 Proposed landscaping within the corner splay or area must be of maximum 600mm in height at maturity.
- 4. A separate fully dimensioned fencing elevation plan drawn to a stated scale, clearly showing:

Sheet 3a

- 4.1 Location, materiality and height of all proposed fencing on the subject site.
- 4.2 Any fencing proposed to be constructed on top of the (existing and/or proposed) retaining walls on the site, including dimensions measured from NGL and FFL.

# PRELIMINARY ASSESSMENT COMMENTS:

A preliminary assessment of the application has been undertaken and the following comments are provided for your consideration:

- 1. It is highly encouraged to increase the internal room dimensions of Bedroom 2 and 3 to a minimum width and depth of 3 metres to provide functional areas that meet the needs of residents.
- 2. If any outbuildings are proposed, it is encouraged that the application and documents are amended to include their location and details on all relevant plans. Alternatively, separate planning permission will need to be applied for.
- 3. Please note, this application will be internally referred to relevant departments. If a referral response identifies any concerns with the proposal or that further information is required, you will be advised in due course.
- 4. Please note, a subsequent review will be conducted once all information is submitted which may raise additional further information items.

It is recommended that the application be revised to address these comments, and/or include a written response to them. Revising the application at this stage is likely to result in the application process being more efficient and may mitigate future concerns from relevant parties.

If the application is not revised accordingly, it will be processed in its current form and may be subject to future changes through conditions of any planning permit, or may be recommended for refusal.

# **NEXT STEPS:**

Please submit all requested information by 16 June 2025.

If the required information is not provided within this timeframe your application will lapse. If you allow

Cardinia Shire Council PO Roy 7 Phone: 1300 787 624



this application to lapse, you will need to submit a new application and provide the applicable documents and fees.

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Should you need more time to previde the information, a kneed est stide to be submitted who writing to Council for consideration. Council has the right to refuse the request, however you have the right of appeal against this decision.

Please be advised that Council is unable to process your application any further until the above

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# **Beveridge Williams**

Our Ref: 2000490 18 March 2025

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1 Glenferrie Road PO Box 61 Malvern VIC 3144 Tel: (03) 9524 8888

ACN 006 197 235 ABN 38 006 197 235

beveridaewilliams.com.au

RE: Lot 222 Kookaburra Rise, Pakenham THE RISE DESIGN ASSESSMENT PANEL APPROVAL

Thank you for submitting your development plans to The Rise Design Assessment Panel for consideration. A review of your development plans indicates they are compliant with The Rise Design Guidelines and generally in line with restrictions on your plan of subdivision for the Estate. Any changes to material or design of the dwelling require the submission of amended plans for approval. You can only construct from the most recently approved plans.

It should be noted this approval relates only to the matters required under the terms of the Covenant which is concerned essentially with the appearance and siting of buildings. No detailed examination has been made of the construction specifications and no consideration has been made regarding whether the proposal complies with the requirements of the Standard Building By-laws nor any other statute.

You are reminded that approval from the Design Assessment Panel does not constitute or imply building approval and separate application is to be made to a private building surveyor prior to the commencement of development.

Please find attached an endorsed copy of your plans for your records. Please refer to any other conditions marked-up on the plans and ensure they are suitably addressed.

# Please note:

- All lots require a planning permit under the ESO placed on the overall Estate. An application must be approved by council before construction commences. The Building envelopes are to be used as a guide only, the planning permit will override all siting recommendations by the DAP team.
- Mandated endorsed building envelopes are applicable for lots 313-318, 527-533, 628-
- Any lot under 300m2 in size, requires a planning permit for being under 300m2 in addition to the ESO planning permit.

ices or further information, please contact Andrea Boully on 0407 050 624

Recycled Water (purple taps) in the estate therefore, other water saving requirements are to be met as per the current building regulations.

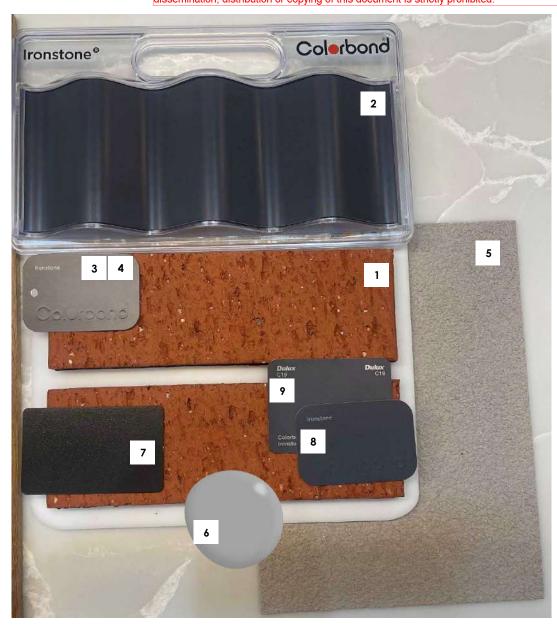
Should you have any queries, please contact the undersigned on 9524 8888 or via email new submissions, re-submissions, amendment submissions use www.portal.beveridgewilliams.com.au

Kind Regards,



Job No: 11576

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1. Brick Austral: Access Ruby

2. Roof Tile Colorbond: Ironstone

3. Gutter/Fascia Colorbond: Ironstone

4. Downpipes/ Meter box Colorbond: Ironstone

5. Render #1 Dulux: Flooded Gum \$N4H3

6. Mouldings/Parapet Dulux: Flooded Gum SN4H3

7. Window Frames Textura: Monument

8. Garage Door Eco Garage Doors: Ironstone

9. Front Door Dulux: Ironstone C19

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# **DESIGN ASSESSMENT PANEL**

PLAN APPROVAL DATE: 18.03.2025

**REVIEWED BY: Belinda Blythe** 





# **Colour Selection**

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# **DESIGN ASSESSMENT PANEL**

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Metal Roof			Manufacturer	Colorbond	Range	[N/A]	Colour	Ironstone
Whirlybird					Manufacturer	Colorbond	Colour	Ironstone
Roof Cowl Colour							Colour	Basalt
Gutters			Manufacturer	Colorbond	Profile	Quad	Colour	Ironstone
Fascia			Manufacturer	Colorbond	Profile	Square	Colour	Ironstone
Downpipes			Manufacturer	Colorbond	Profile	Rectangular	Colour	Ironstone
Meterbox					Manufacturer	Colorbond	Colour	Ironstone
Windows & Sliding Doors			Manufacturer	Bradnams	Material	Aluminium	Colour	Textura Monument
Window Hardware			Manufacturer	Bradnams	Category	Standard	Colour	Black
Door Hardware			Manufacturer	Bradnams	Category	Standard	Colour	Black
Glazing (Wet Areas) #1			Manufacturer	Bradnams	Category	Clear	Colour	Wet Areas
Flyscreens			Manufacturer	Bradnams	Туре	Fibreglass Mesh	Colour	Matching Window Selection
Balcony Handrail & Surround	I .		Manufacturer	[N/A]	Туре	Stainless Steel	Colour	Stainless Steel

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External Paint								
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								Elev B/A Corner Pier
Feature Mouldings Area #1	Туре	Rendered Mouldings	Location	Facade	Finish	Paint 1		Flooded Gum SN4H3
Feature Mouldings Area #2	Туре	[N/A]	Location	N/A	Finish	[N/A]		
Feature Mouldings Area #3	Туре	[N/A]	Location	N/A	Finish	[N/A]		
Eaves					Manufacturer	Dulux	Colour	Builders White
Front Entry Door	Manufacturer	Dulux	Туре	Paint 1	Colour	Ironstone C19	LRV Level	10% Note: Warranty Voided
Front Entry Door Frame	Manufacturer	Dulux	Туре	Paint 1	Colour	Ironstone C19	LRV Level	10% Note: Warranty Voided
Garage Door (Rear Access)	Manufacturer	Dulux	Туре	Paint 1	Colour	Ironstone C19	LRV Level	10% Note: Warranty Voided

# **DESIGN ASSESSMENT PANEL**

PLAN APPROVAL DATE: 18.03.2025

**REVIEWED BY: Belinda Blythe** 

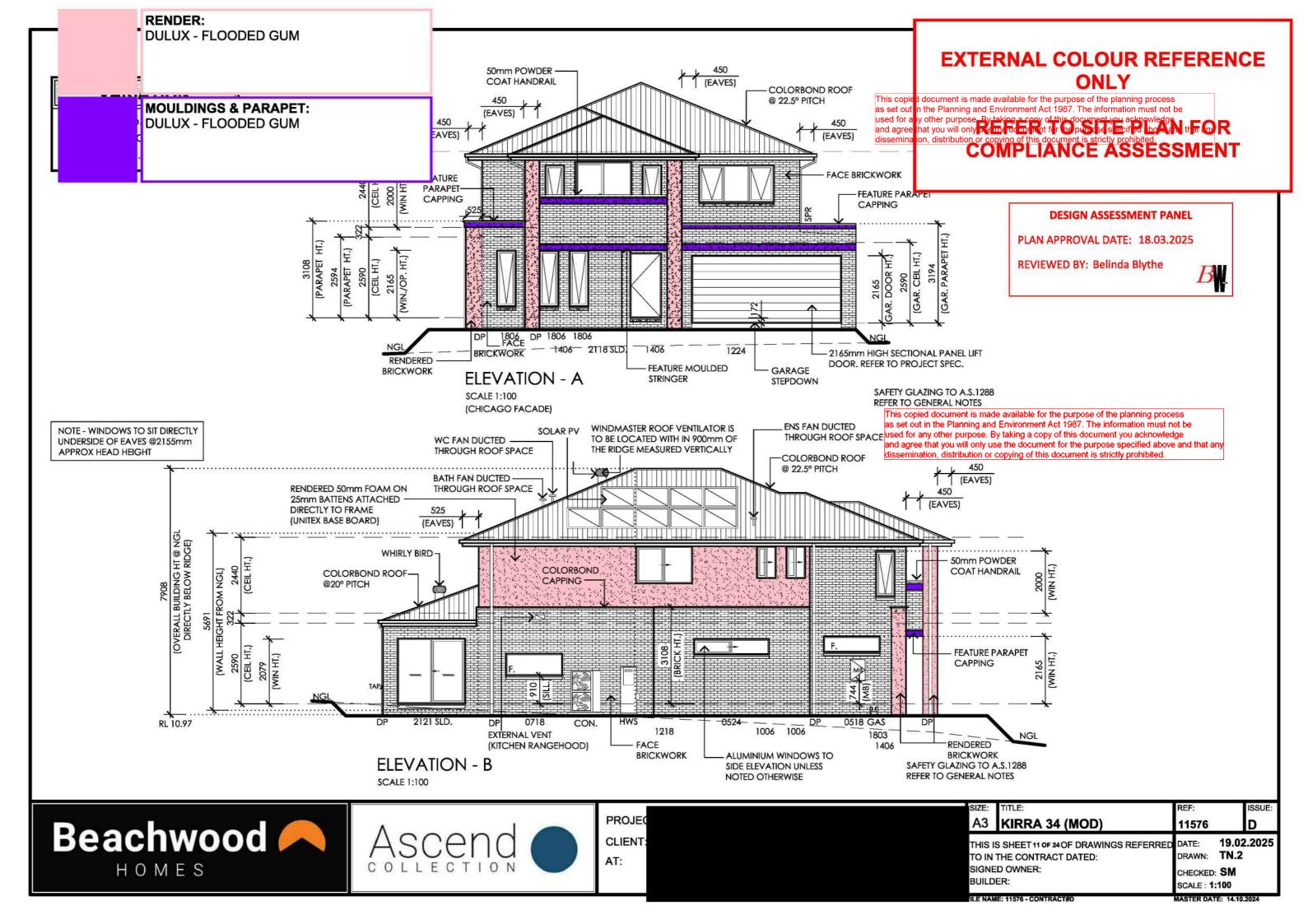


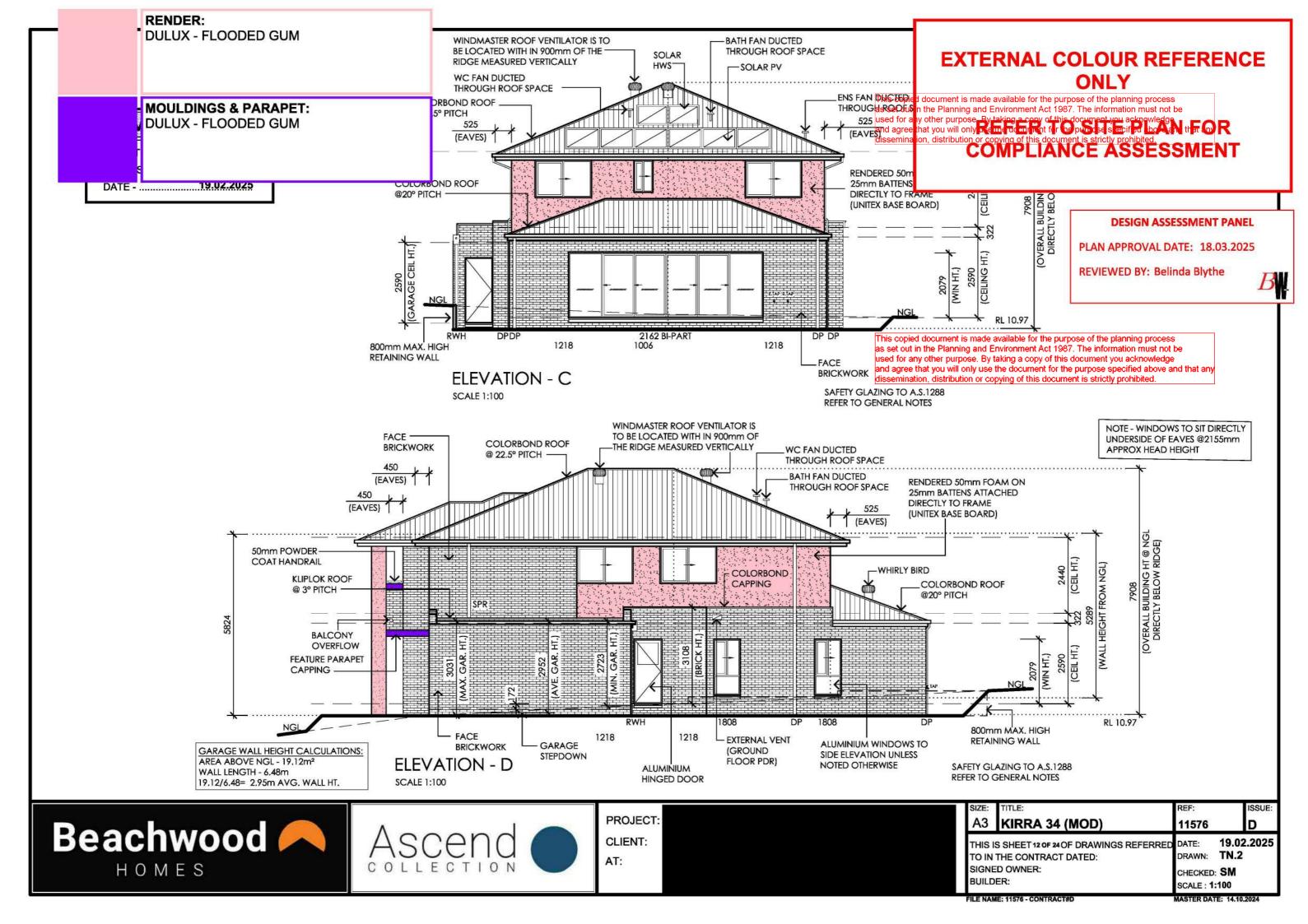
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Front Entry Door	Manufacturer	Corinthian	Range	Madison	Model	PMAD 101 920mm wide	Colours	Refer to External Paint Colours		
Front Entry Door Frame			Manufacturer	Corinthian	Туре	Timber Frame	Colour	Refer to External Paint Colours		
Front Door Glazing					Manufacturer	Corinthian	Туре	Clear Glazing		
Front Entry Door Handle	Manufacturer	Gainsborough	Range	Aurora	Туре	8951AUR Trilock	Finish	Matte Black		
Garage Internal Door			Manufacturer	Corinthian	Range	Flush Panel	Туре	Redicote Flush Panel (Internal Door)		
Garage Internal Door Handle	Manufacturer	Gainsborough	Range	TradePro	Туре	Colton Entrance Key-in-Knob Set - 1440PROCOLPS	Finish	Polished Stainless Stee		
Garage External Door	Manufacturer	Corinthian	Range	Flush Panel	Model	External Flush Panelled Door	Colours	Refer to External Paint Colours		
Garage External Door Handle	Manufacturer	Gainsborough	Range	TradePro	Туре	Colton Entrance Key-in-Knob Set - 1440PROCOLPS	Finish	Polished Stainless Stee		
Laundry Door			Manufacturer	Corinthian	Туре	Backdoor No.7	Colour	Ironstone C19		
Laundry Door Handle	Manufacturer	Gainsborough	Range	TradePro	Туре	Colton Entrance Key-in-Knob Set - 1440PROCOLPS	Finish	Polished Stainless Stee		
Internal Selections										
Internal Plaster & Woodwork										
Cornice			Manufacturer	Gyprock	Туре	Cove 75mm	Location	Throughout		
Skirting			Manufacturer	Corinthian	Туре	Single Bevelled	Size	67mm x 15mm		
Architraves			Manufacturer	Corinthian	Туре	Single Bevelled	Size	67mm x 15mm Note: P35 Join to Staircase		
Internal Doors			Manufacturer	Corinthian	Range	Flush Panel	Туре	Redicote Flush Panel (Internal Door)		

DESIGN ASSESSMENT PANEL





# SAWMILL LANE 6930 1.8m MAX. HIGH PROPOSED FENCE (F/R)\*\*\*\* \*\*\*\*\*\*\*\*\*\* 1.8m MAX, HIGH PROPOSED PROPOSED FENCE RETAINING WALL **DESIGN ASSESSMENT PANEL**

NOTE - OPTICOMM PROVISIONS INSTALLED TO DWELLING READY FOR CONNECTION

**KOOKABURRA RISE** 

.4kW SOLAR PV SYSTEM 15 PANELS - (NUMBER OF PANELS INDICATIVE ONLY -FINAL NUMBER OF PANELS AT SUPPLIER DISCRETION)

# LANDSCAPING NOTES:

PLANT SELECTION SHOULD MINIMISE THE NEED FOR GARDEN WATERING. GARDEN BEDS TO BE MULCHED TO CONSERVE WATER, PREVENTING EVAPORATION

NATURE STRIP TO BE ESTABLISHED IN TURF ONLY.

OTHER PLANT RECOMMENDATIONS CAN BE OBTAINED FROM CARDINIA COUNCIL

# DRIVEWAY:

PROPOSED DRIVEWAY BY CLIENT AFTER HANDOVER:

MUST BE OF NEUTRAL TONE AND COMPLIMENT THE DWELLING EXTERNAL PALETTE. PLAING CONCRETE IS NOT PERMITTED.

CONSTRUCTED FROM LAPPED TIMBER PALINGS WITH TIMBER CAPPING, EXPOSED TIMBER POSTS TO A HEIGHT OF 1.8m SETBACK MINIMUM 1.5m FROM FRONT BUILDING LINE OR 1m BEHIND NEIGHBOURING DWELLING. RETURN FENCING:

CONSTRUCTED FROM STAINED HARDWOOD WITH HORIZONTAL SLATING EXTENDING FROM BOUNDARY TO THE DWELLING AT THE ABOVE MENTIONED SETBACKS.

**CORNER LOT FENCING:** CONSTRUCTED FROM TIMBER PALINGS WITH TIMBER CAPPING, EXPOSED TIMBER POSTS TO A HEIGHT OF 1.8m LIMITED TO A MAXIMUM OF 70% OF THE ALLOTMENT LENGTH.

# LOT 222, NO. 3 KOOKABURRA RISE, PAKENHAM

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# FRONT LANDSCAPING SCHEDULE

SIDE & REAR FENCING - See notes below **RETURN FENCING - See notes below** 



DRIVEWAY & PORCH/PATH: Charcoal Stipple Finish Colour-Through Concrete



LETTERBOX:

Pillar Style to complement the dwelling



MATURE CANOPY TREE:

Magnolia - Little Gem (3-4m in height)



PLANTING SCHEDULE:

Large Shrub - 300mm pot size - Correa Alba Medium Shrub - 200mm pot size - Dillwynia Sericea



PLANTING SCHEDULE:

\* Small Shrub - 150mm pot size - Acacia Cognata "Lime Light"



PLANTING SCHEDULE:

Blue Fescue Grass - Festuca Glauca



STEPPING STONE IN GRAVEL

LANDSCAPE PLAN IS NOT TO SCALE. CONCEPTUAL PLAN ONLY. SCALED ITEMS SHOWN ON REV #D DRAWINGS SITE PLAN & ELEVATIONS

ISSUE:

Beachwood 🦰 HOMES



PLAN APPROVAL DATE: 18.03.2025

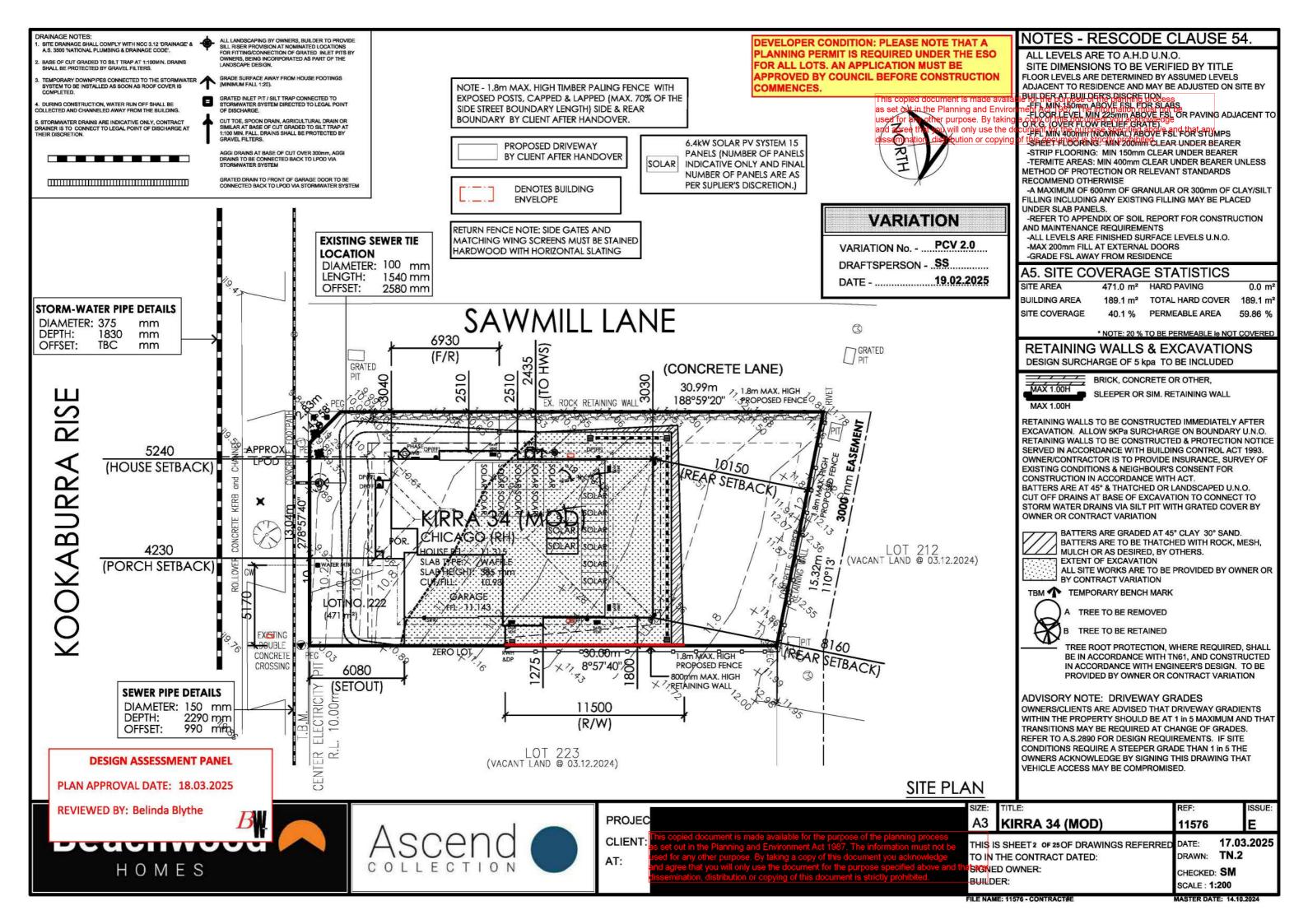
REVIEWED BY: Belinda Blythe

PROJECT: CLIENT: AT:



REF: A3 KIRRA 34 MOD) 11576 06.02.2025 THIS IS SHEET 1 OF 1 OF DRAWINGS REFERRED DATE: TN.2 TO IN THE CONTRACT DATED: DRAWN: CHECKED: SM SCALE: 1:200

FILE NAME: 11576 - CONTRACT#D



# **JOKABURRA**

PLAN APPROVAL DATE: 18.03.2025

HOMES

Beachwood 🦰

**REVIEWED BY: Belinda Blythe** 

**VARIATION** 

VARIATION No. -

DATE - ....

DRAFTSPERSON - . SS

PCV 2.0

19.02.2025

NOTE - 1.8m MAX. HIGH TIMBER PALING FENCE WITH EXPOSED POSTS, CAPPED & LAPPED (MAX. 70% OF THE SIDE STREET BOUNDARY LENGTH) SIDE & REAR BOUNDARY BY CLIENT AFTER HANDOVER.

PROPOSED DRIVEWAY BY CLIENT AFTER HANDOVER

DENOTES BUILDING **ENVELOPE** 

RETURN FENCE NOTE: SIDE GATES AND

MATCHING WING SCREENS MUST BE STAINED

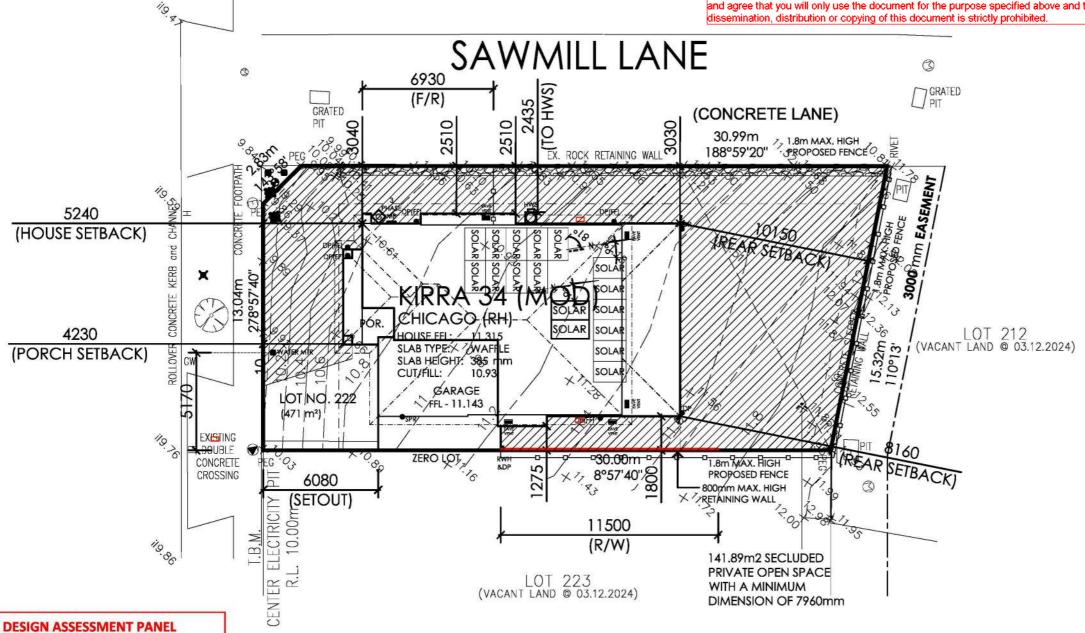
ARDWOOD WITH HORIZONTAL SLATING

6.4kW SOLAR PV SYSTEM 15 PANELS (NUMBER OF PANELS INDICATIVE ONLY AND FINAL NUMBER OF PANELS ARE AS PER SUPLIER'S DISCRETION.)

GARDEN AREA = 255m2 (54.14%)

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# NOTES - RESCODE CLAUSE 54

# ALL LEVELS ARE TO A.H.D U.N.O.

SITE DIMENSIONS TO BE VERIFIED BY TITLE FLOOR LEVELS ARE DETERMINED BY ASSUMED LEVELS ADJACENT TO RESIDENCE AND MAY BE ADJUSTED ON SITE BY BUILDER AT BUILDER'S DISCRETION,

-EFL MIN 150mm ABOVE FSL FOR SLABS

FLOOR LEVEL WIN 225 MIN ABOVE FSLOR PAVING ADJACENT TO FFL Min 4000 THE (NOMINALLY ABOVE FSL FOR STUMPS

SAEET FLOOR NOT CHANGE SHORE -STRIP FLOORING: MIN 150mm CLEAR UNDER BEARER -TERMITE AREAS: MIN 400mm CLEAR UNDER BEARER UNLESS METHOD OF PROTECTION OR RELEVANT STANDARDS RECOMMEND OTHERWISE

-A MAXIMUM OF 600mm OF GRANULAR OR 300mm OF CLAY/SILT FILLING INCLUDING ANY EXISTING FILLING MAY BE PLACED UNDER SLAB PANELS.

-REFER TO APPENDIX OF SOIL REPORT FOR CONSTRUCTION AND MAINTENANCE REQUIREMENTS

-ALL LEVELS ARE FINISHED SURFACE LEVELS U.N.O. -MAX 200mm FILL AT EXTERNAL DOORS -GRADE FSL AWAY FROM RESIDENCE

# A5. SITE COVERAGE STATISTICS

471.0 m<sup>2</sup> HARD PAVING BUILDING AREA TOTAL HARD COVER 188.4 m SITE COVERAGE PERMEABLE AREA 60.00 %

\* NOTE: 20 % TO BE PERMEABLE ie NOT COVERE

# **RETAINING WALLS & EXCAVATIONS**

DESIGN SURCHARGE OF 5 kpa TO BE INCLUDED

MAX 1.00H

BRICK, CONCRETE OR OTHER,

SLEEPER OR SIM. RETAINING WALL

RETAINING WALLS TO BE CONSTRUCTED IMMEDIATELY AFTER EXCAVATION. ALLOW 5KPa SURCHARGE ON BOUNDARY U.N.O. RETAINING WALLS TO BE CONSTRUCTED & PROTECTION NOTICE SERVED IN ACCORDANCE WITH BUILDING CONTROL ACT 1993. OWNER/CONTRACTOR IS TO PROVIDE INSURANCE, SURVEY OF EXISTING CONDITIONS & NEIGHBOUR'S CONSENT FOR CONSTRUCTION IN ACCORDANCE WITH ACT. BATTERS ARE AT 45° & THATCHED OR LANDSCAPED U.N.O.

CUT OFF DRAINS AT BASE OF EXCAVATION TO CONNECT TO STORM WATER DRAINS VIA SILT PIT WITH GRATED COVER BY OWNER OR CONTRACT VARIATION

BATTERS ARE GRADED AT 45° CLAY 30° SAND. BATTERS ARE TO BE THATCHED WITH ROCK, MESH, MULCH OR AS DESIRED, BY OTHERS. EXTENT OF EXCAVATION ALL SITE WORKS ARE TO BE PROVIDED BY OWNER OR

BY CONTRACT VARIATION TBM TEMPORARY BENCH MARK

TREE TO BE REMOVED TREE TO BE RETAINED

> TREE ROOT PROTECTION, WHERE REQUIRED, SHALL BE IN ACCORDANCE WITH TN61, AND CONSTRUCTED IN ACCORDANCE WITH ENGINEER'S DESIGN. TO BE PROVIDED BY OWNER OR CONTRACT VARIATION

ADVISORY NOTE: DRIVEWAY GRADES OWNERS/CLIENTS ARE ADVISED THAT DRIVEWAY GRADIENTS WITHIN THE PROPERTY SHOULD BE AT 1 in 5 MAXIMUM AND THAT TRANSITIONS MAY BE REQUIRED AT CHANGE OF GRADES. REFER TO A.S.2890 FOR DESIGN REQUIREMENTS. IF SITE CONDITIONS REQUIRE A STEEPER GRADE THAN 1 in 5 THE OWNERS ACKNOWLEDGE BY SIGNING THIS DRAWING THAT VEHICLE ACCESS MAY BE COMPROMISED.

**GARDEN AREA** 

SIZE:

**PROJECT** CLIENT: AT:

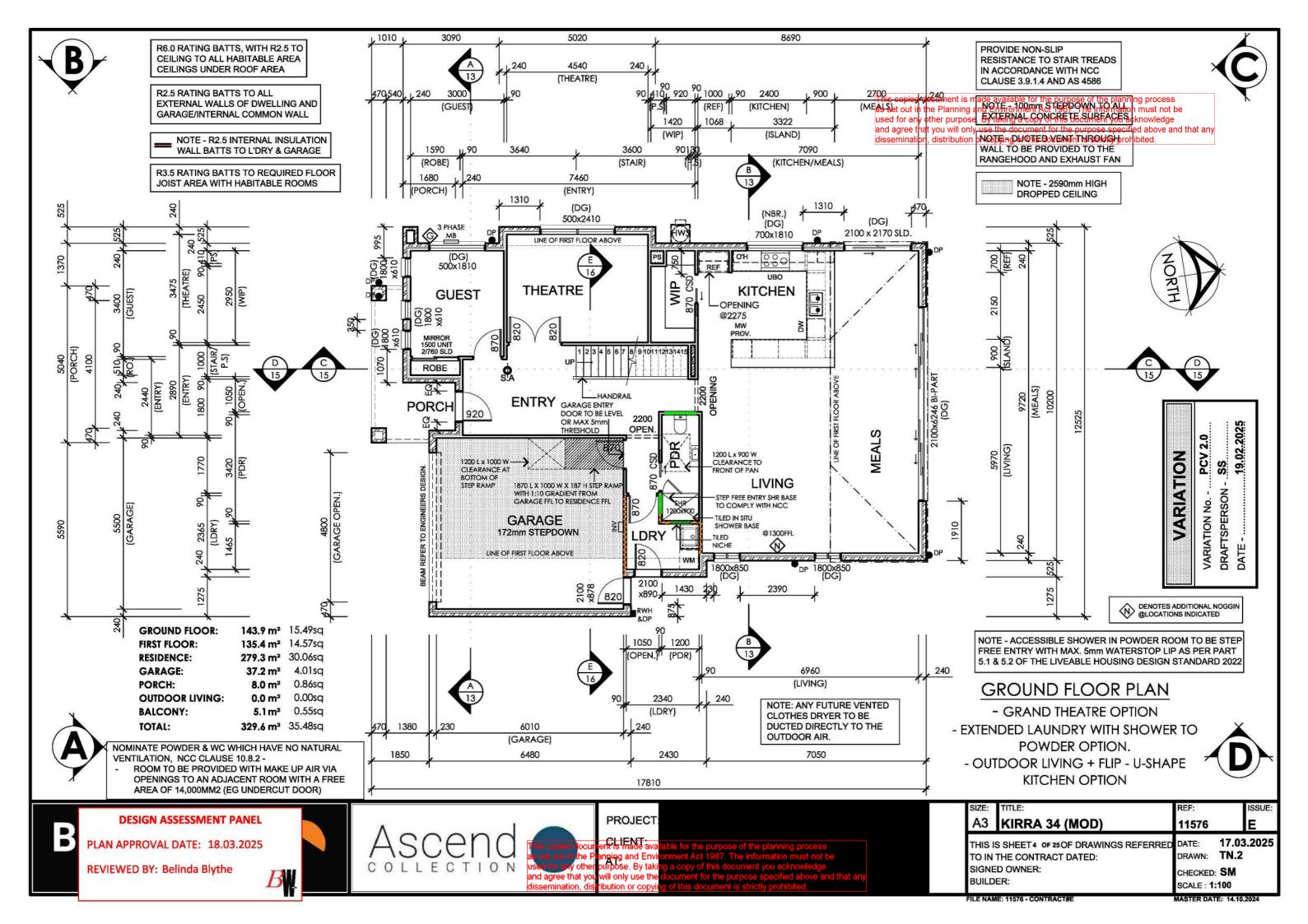
KIRRA 34 (MOD) 11576 THIS IS SHEET 3 OF 25 OF DRAWINGS REFERRED DATE: DRAWN: TN.2 TO IN THE CONTRACT DATED: SIGNED OWNER: CHECKED: SM BUILDER:

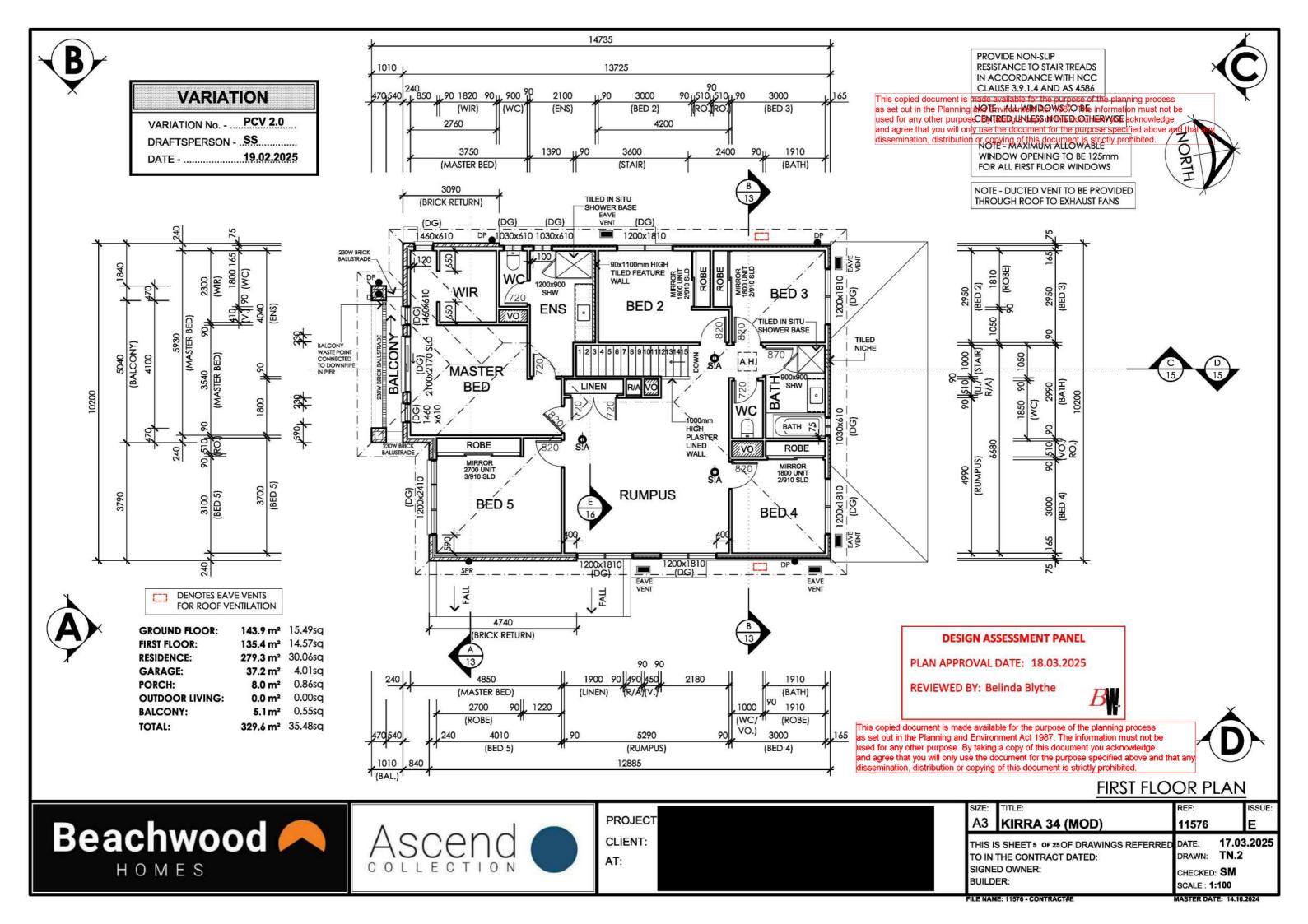
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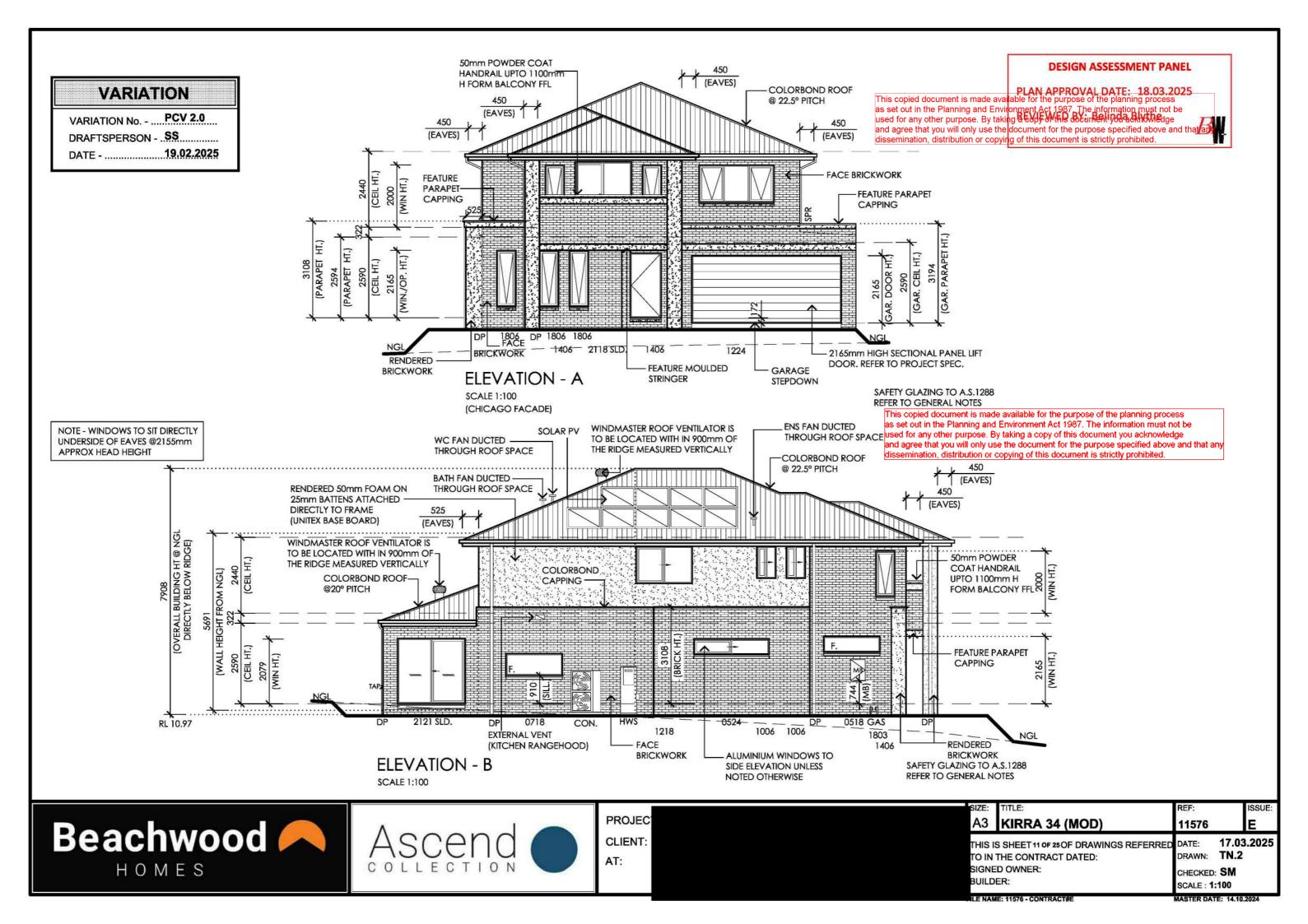
SCALE: 1:200

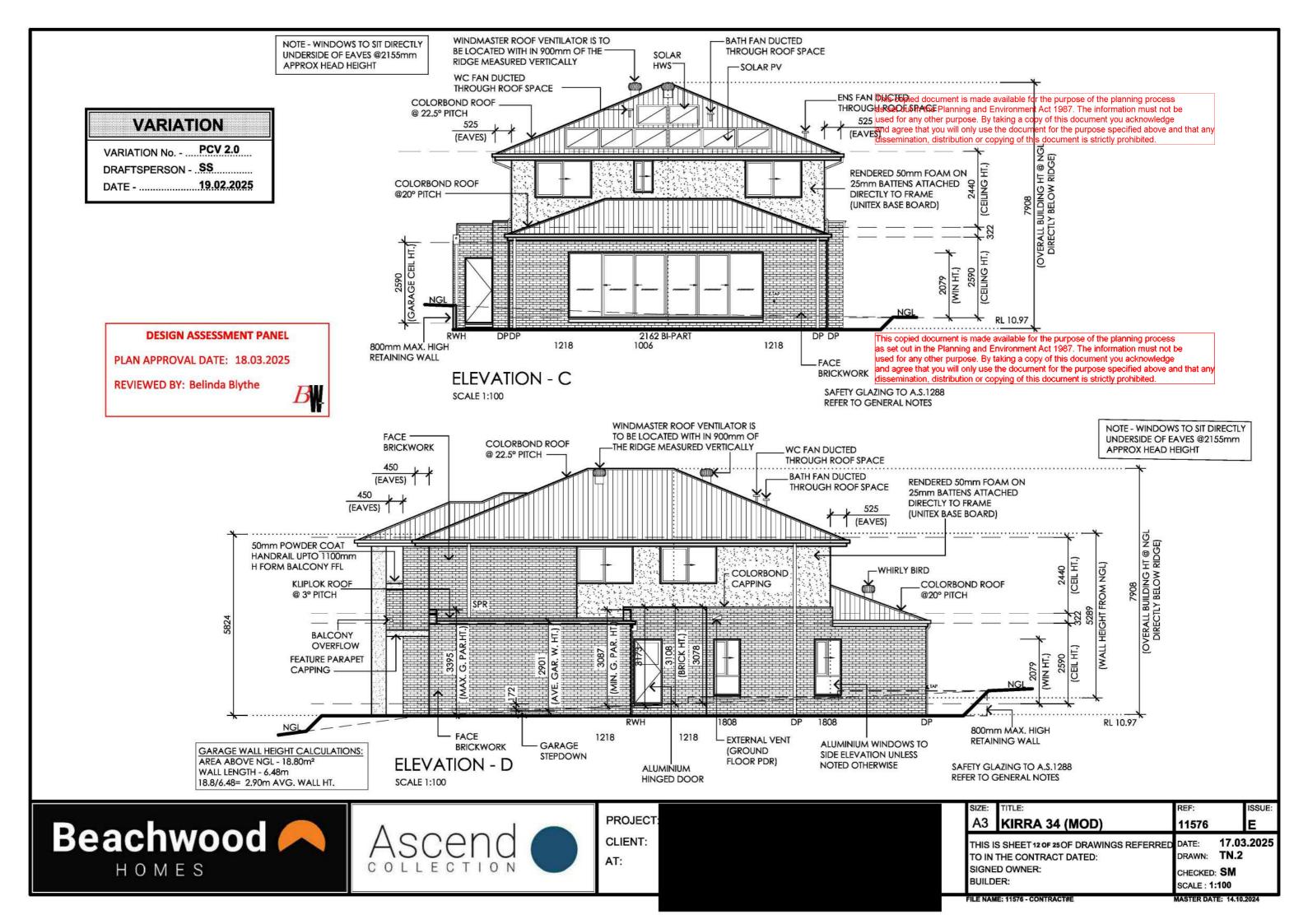
ISSUE:

17.03.2025









Buratt-Taylor

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SITE ASSESSMENT

E: info@buratt-taylor.com.au W: www.buratt-taylor.com.au

Date : 3/12/2024 Job Number : 100506

Site : LOT 222 (NO.3) KOOKABURRA RISE PAKENHAM

Municipality : Cardinia Mel. Ref : 317 C3

Is re-establishment survey required? No

Subdivision : Recent
Existing Pegs : Yes
Site levels : Settled
Any trees on site : No

Services : Completed

Gas : Check Availability

Sewer : Yes

Electricity : Underground

Water : Yes Tapping : No

Watermain :

Discharge Point : Yes Front
Surrounding development : None
Neighbouring blocks have trees : No

Road : Built
Type : Bitumen

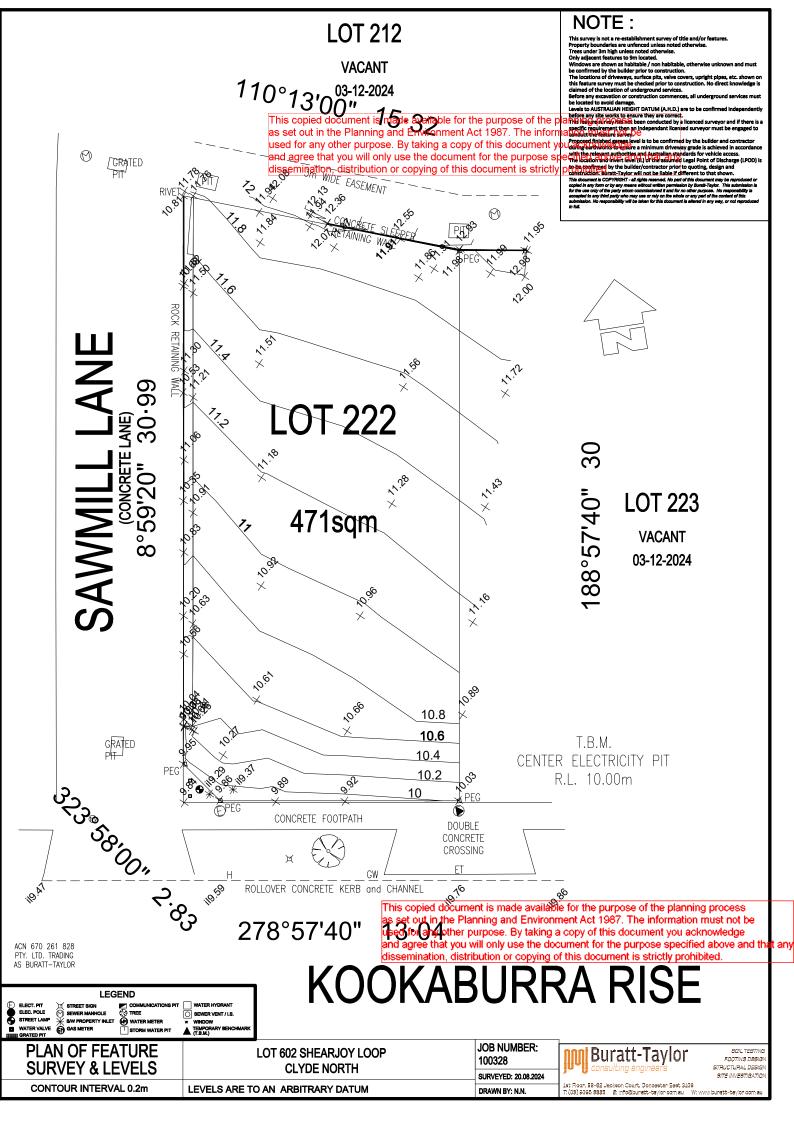
Footpath : Yes Condition : ok

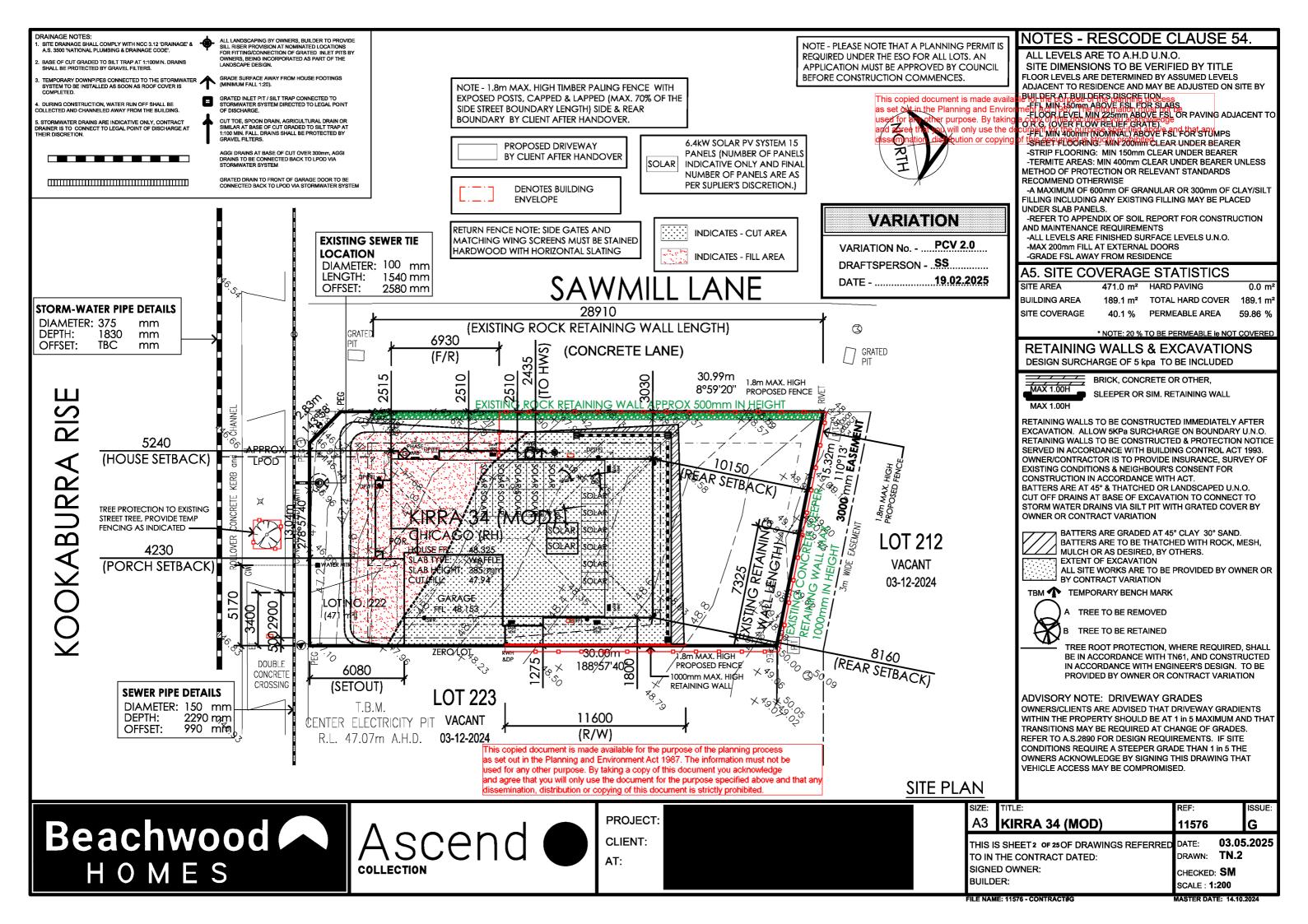
Kerb and channel : Yes Crossing Provision : Yes

### Comments:

### Note:

The information described above is based on a visual assessment and must be used as a guide only. Before drafting, quoting and construction, the builder is to confirm that all site features described above are true and correct. Property service information must be obtained from the relevant authorities. Buratt-Taylor will not be liable for any discrepancy. Discrepancies must be referred to this office prior to quoting and construction.





# URR. **JOKAB**

NOTE - 1.8m MAX. HIGH TIMBER PALING FENCE WITH EXPOSED POSTS, CAPPED & LAPPED (MAX. 70% OF THE SIDE STREET BOUNDARY LENGTH) SIDE & REAR BOUNDARY BY CLIENT AFTER HANDOVER.



### VARIATION

**PCV 2.0 VARIATION No. -**19.02.2025 DATE - ......

PROPOSED DRIVEWAY BY CLIENT AFTER HANDOVER

**DENOTES BUILDING ENVELOPE** 

PANELS (NUMBER OF PANELS INDICATIVE ONLY AND FINAL NUMBER OF PANELS ARE AS PER SUPLIER'S DISCRETION.)

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6.4kW SOLAR PV SYSTEM 15

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RETURN FENCE NOTE: SIDE GATES AND MATCHING WING SCREENS MUST BE STAINED HARDWOOD WITH HORIZONTAL SLATING

UNDER SLAB PANELS. -REFER TO APPENDIX OF SOIL REPORT FOR CONSTRUCTION AND MAINTENANCE REQUIREMENTS

RECOMMEND OTHERWISE

-ALL LEVELS ARE FINISHED SURFACE LEVELS U.N.O. -MAX 200mm FILL AT EXTERNAL DOORS -GRADE FSL AWAY FROM RESIDENCE

**NOTES - RESCODE CLAUSE 54** 

SITE DIMENSIONS TO BE VERIFIED BY TITLE

FLOOR LEVELS ARE DETERMINED BY ASSUMED LEVELS

TPPLIMIN TO ONLY NO MINALITY ABOVE POLY THE STUMPS
USACET PLOCKING IN MY 200 MIN CLEAR UNDER BEARER

-STRIP FLOORING: MIN 150mm CLEAR UNDER BEARER

METHOD OF PROTECTION OR RELEVANT STANDARDS

ADJACENT TO RESIDENCE AND MAY BE ADJUSTED ON SITE BY

FLOOR LEVEL MIN 225mm ABOVE FSL OR PAVING ADJACENT TO

-TERMITE AREAS: MIN 400mm CLEAR UNDER BEARER UNLESS

-A MAXIMUM OF 600mm OF GRANULAR OR 300mm OF CLAY/SILT

FILLING INCLUDING ANY EXISTING FILLING MAY BE PLACED

ALL LEVELS ARE TO A.H.D U.N.O.

-FFL MIN 150mm ABOVE FSL FOR SLABS

BUILDER AT BUILDER'S DISCRETION,

O.R.G. (OVER FLOW RELIEF GRATE).

### A5. SITE COVERAGE STATISTICS

471.0 m<sup>2</sup> HARD PAVING BUILDING AREA TOTAL HARD COVER 188.4 m<sup>2</sup> SITE COVERAGE PERMEABLE AREA 60.00 %

\* NOTE: 20 % TO BE PERMEABLE IE NOT COVERED

## **RETAINING WALLS & EXCAVATIONS**

DESIGN SURCHARGE OF 5 kpa TO BE INCLUDED

MAX 1.00H

BRICK, CONCRETE OR OTHER,

SLEEPER OR SIM. RETAINING WALL

RETAINING WALLS TO BE CONSTRUCTED IMMEDIATELY AFTER EXCAVATION. ALLOW 5KPa SURCHARGE ON BOUNDARY U.N.O. RETAINING WALLS TO BE CONSTRUCTED & PROTECTION NOTICE SERVED IN ACCORDANCE WITH BUILDING CONTROL ACT 1993. OWNER/CONTRACTOR IS TO PROVIDE INSURANCE, SURVEY OF **EXISTING CONDITIONS & NEIGHBOUR'S CONSENT FOR** CONSTRUCTION IN ACCORDANCE WITH ACT.

BATTERS ARE AT 45° & THATCHED OR LANDSCAPED U.N.O. CUT OFF DRAINS AT BASE OF EXCAVATION TO CONNECT TO STORM WATER DRAINS VIA SILT PIT WITH GRATED COVER BY OWNER OR CONTRACT VARIATION

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BY CONTRACT VARIATION TBM TEMPORARY BENCH MARK

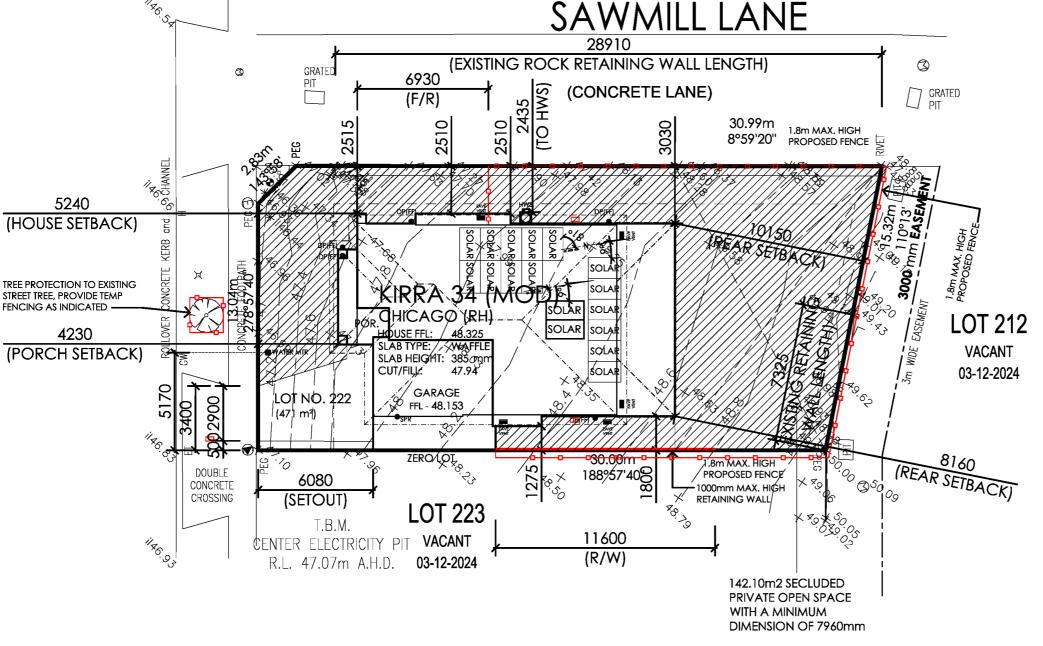
TREE TO BE REMOVED

TREE TO BE RETAINED

TREE ROOT PROTECTION, WHERE REQUIRED, SHALL BE IN ACCORDANCE WITH TN61, AND CONSTRUCTED IN ACCORDANCE WITH ENGINEER'S DESIGN. TO BE PROVIDED BY OWNER OR CONTRACT VARIATION

ADVISORY NOTE: DRIVEWAY GRADES OWNERS/CLIENTS ARE ADVISED THAT DRIVEWAY GRADIENTS WITHIN THE PROPERTY SHOULD BE AT 1 in 5 MAXIMUM AND THAT TRANSITIONS MAY BE REQUIRED AT CHANGE OF GRADES. REFER TO A.S.2890 FOR DESIGN REQUIREMENTS. IF SITE CONDITIONS REQUIRE A STEEPER GRADE THAN 1 in 5 THE OWNERS ACKNOWLEDGE BY SIGNING THIS DRAWING THAT VEHICLE ACCESS MAY BE COMPROMISED.

**GARDEN AREA** 



Beachwood Ascend HOMES

PROJE CLIENT PAKENHAM

A3 KIRRA 34 (MOD) THIS IS SHEET 3 OF 25 OF DRAWINGS REFERRED TO IN THE CONTRACT DATED: SIGNED OWNER:

SIZE:

11576

03.05.2025 DATE: TN.2 DRAWN:

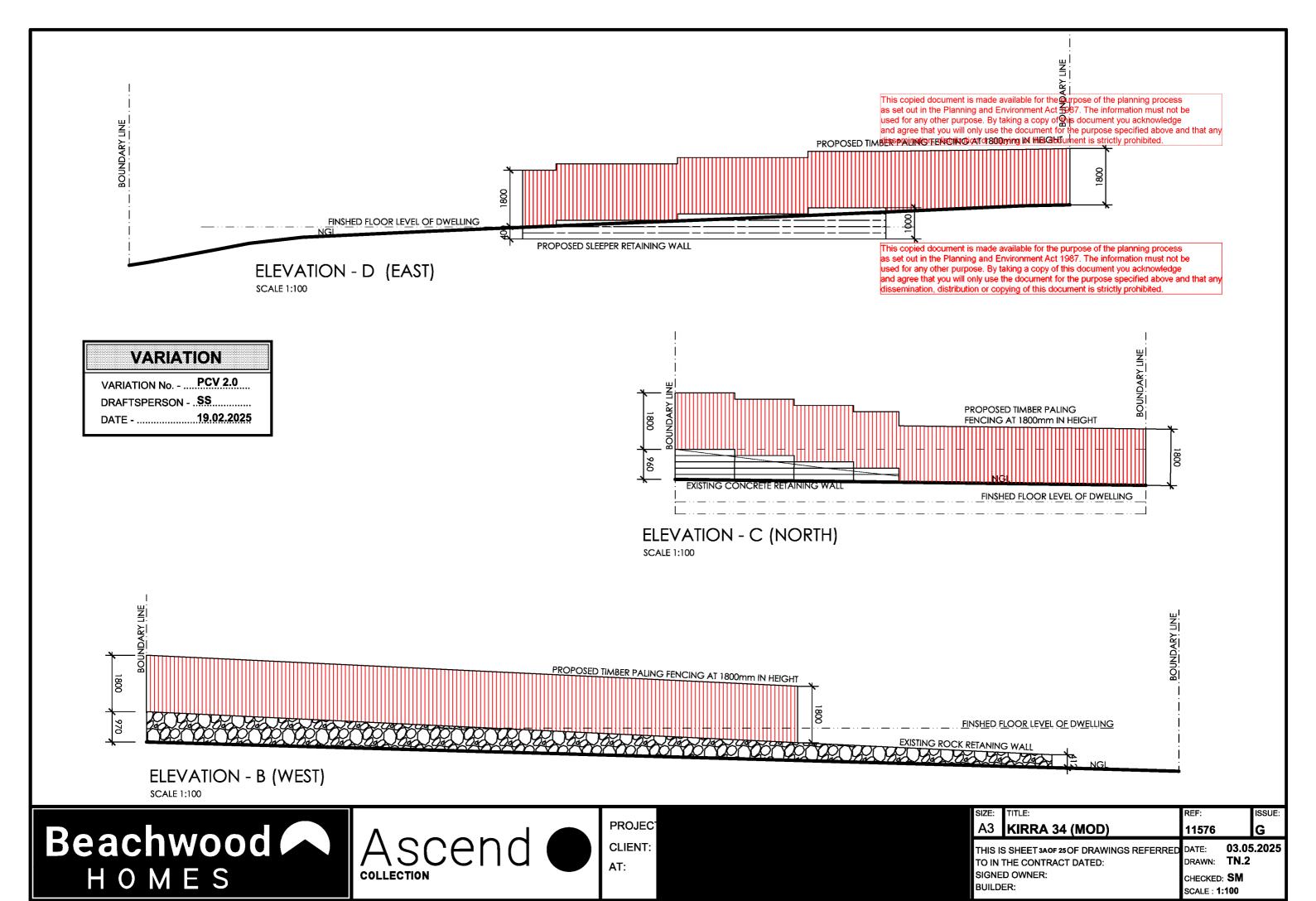
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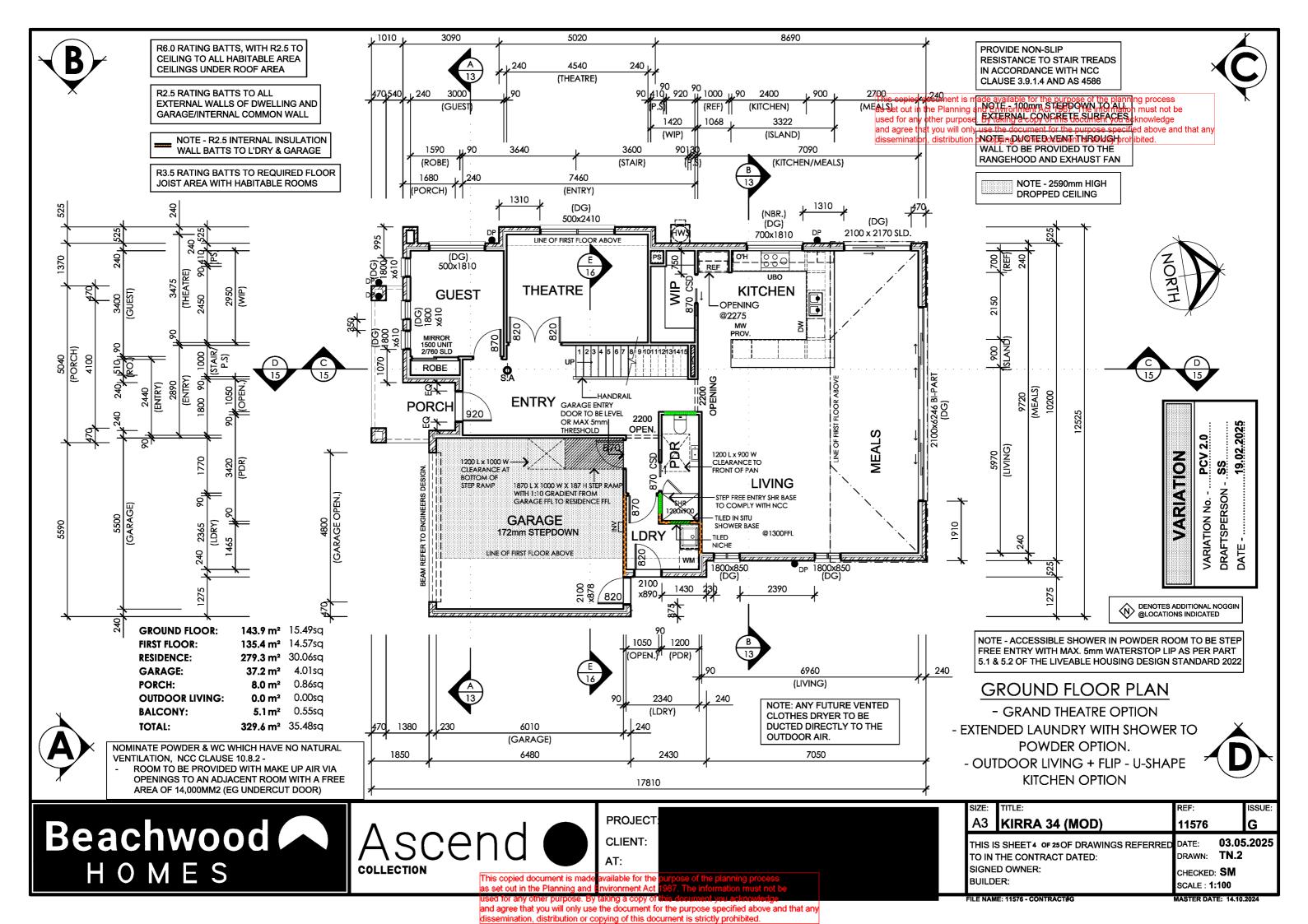
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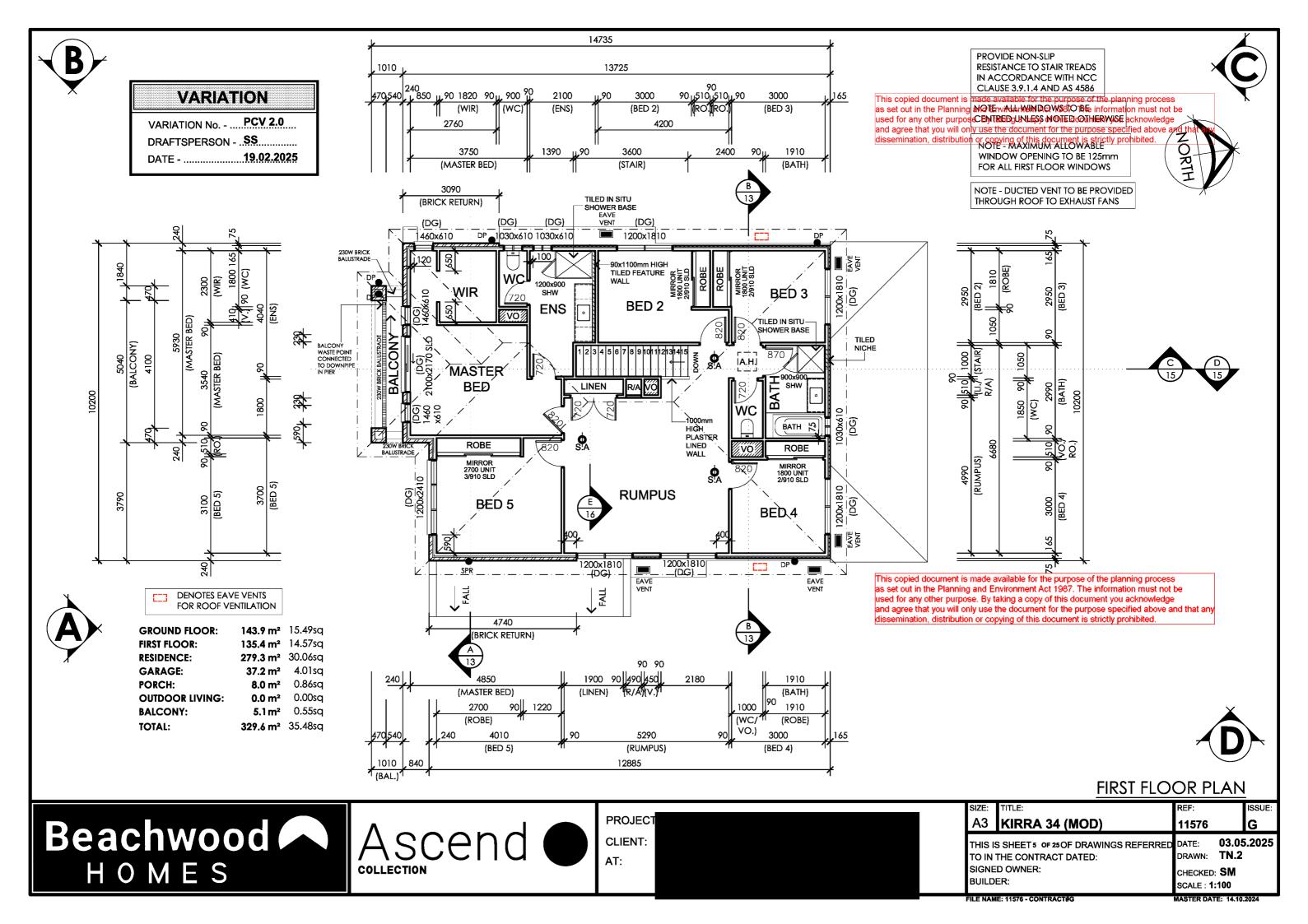
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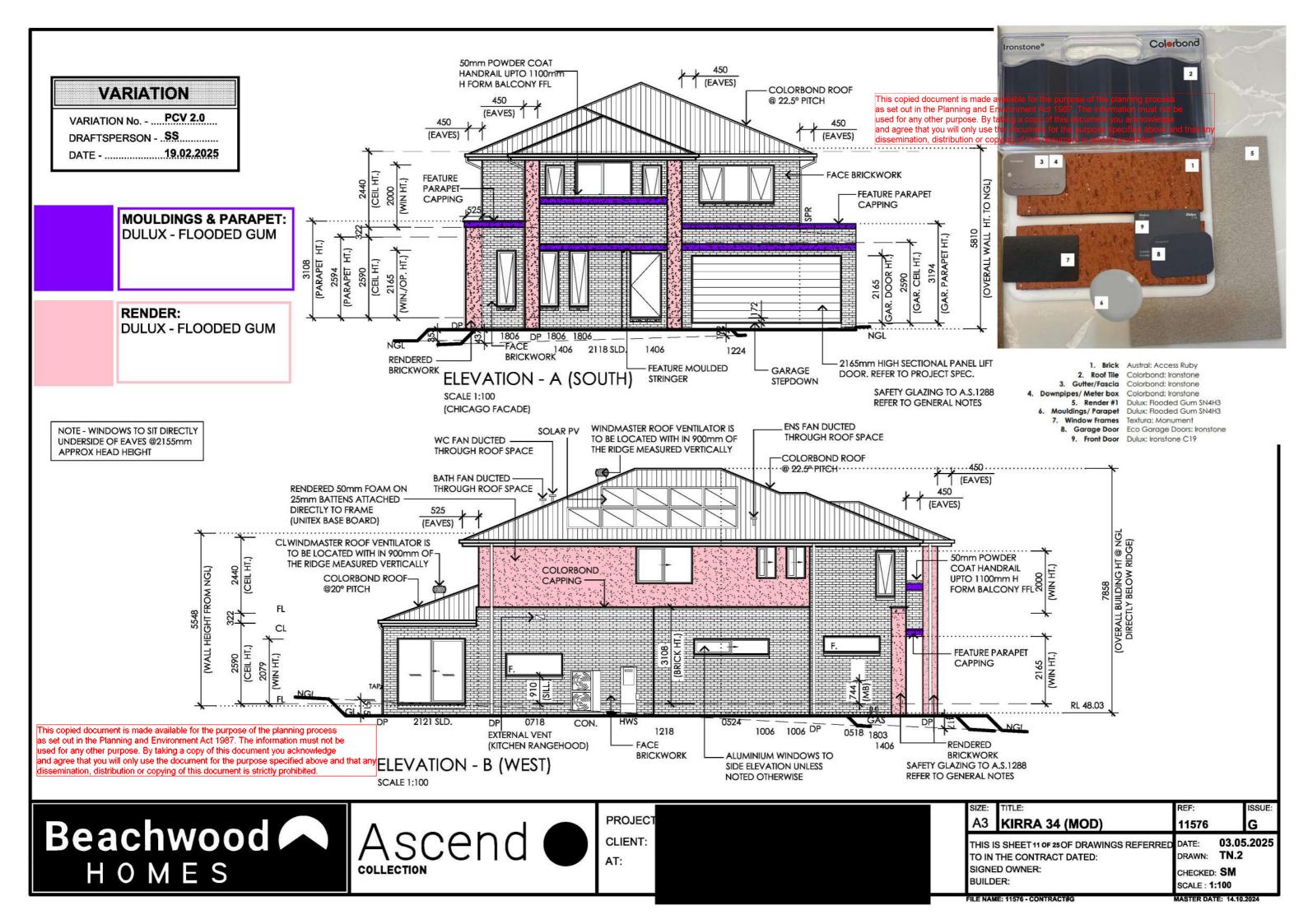
FILE NAME: 11576 - CONTRACT#G

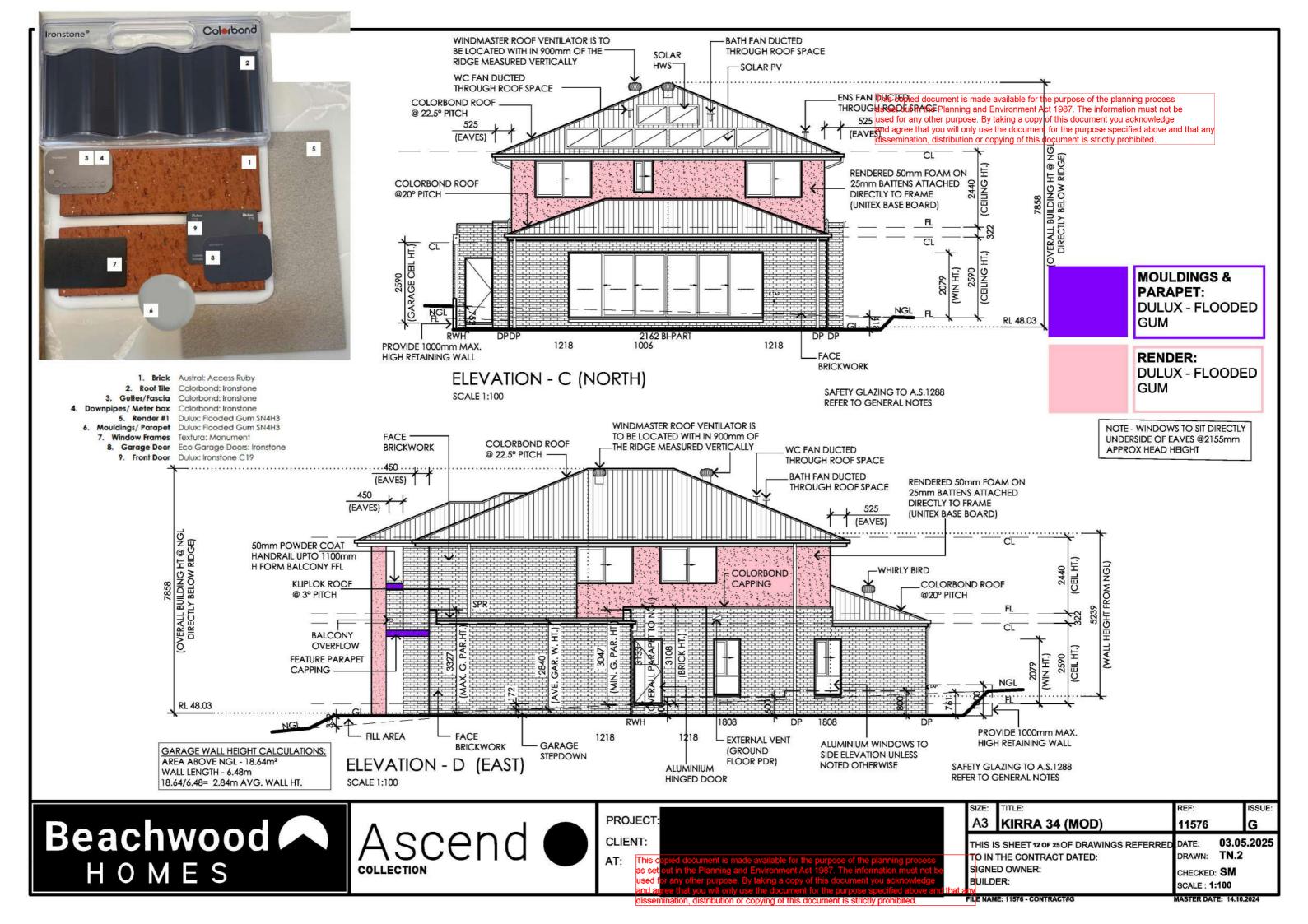
BUILDER:









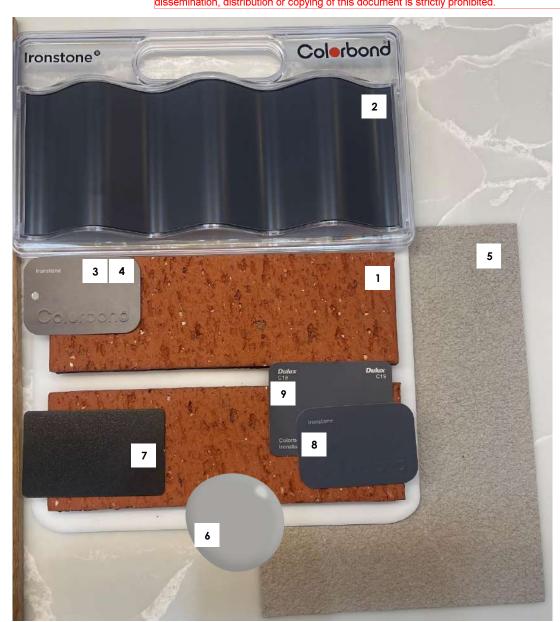




Job No: 11576

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1. Brick Austral: Access Ruby

2. Roof Tile Colorbond: Ironstone

3. Gutter/Fascia Colorbond: Ironstone

4. Downpipes/ Meter box Colorbond: Ironstone

5. Render #1 Dulux: Flooded Gum \$N4H3

6. Mouldings/Parapet Dulux: Flooded Gum SN4H3

7. Window Frames Textura: Monument

8. Garage Door Eco Garage Doors: Ironstone

9. Front Door Dulux: Ironstone C19

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# SAWMILL LANE 1.8m MAX. HIGH PROPOSED FENCE (F/R)00000000000000000000 PALING FENCE - By client 80 KOOKABURRA RISI I.8m MAX. HIGH PROPOSED PROPOSED FENCE RETAINING WALL All vegetation within the required corner splay is height shown as Blue Fescue Grass and/or Carex 'Blue Sedge' and will not exceed 600mm in height

NOTE - OPTICOMM PROVISIONS INSTALLED TO DWELLING READY FOR CONNECTION

.4kW SOLAR PV SYSTEM 15 PANELS - (NUMBER OF PANELS INDICATIVE ONLY -FINAL NUMBER OF PANELS AT SUPPLIER DISCRETION)

### LANDSCAPING NOTES:

PLANT SELECTION SHOULD MINIMISE THE NEED FOR GARDEN WATERING. GARDEN BEDS TO BE MULCHED TO CONSERVE WATER, PREVENTING EVAPORATION & REDUCING RUN-OFF

NATURE STRIP TO BE ESTABLISHED IN TURF ONLY.

OTHER PLANT RECOMMENDATIONS CAN BE OBTAINED FROM CARDINIA COUNCIL

### DRIVEWAY:

LENGTH.

PROPOSED DRIVEWAY BY CLIENT AFTER HANDOVER:

MUST BE OF NEUTRAL TONE AND COMPLIMENT THE DWELLING EXTERNAL PALETTE. PLAING CONCRETE IS NOT PERMITTED.

CONSTRUCTED FROM LAPPED TIMBER PALINGS WITH TIMBER CAPPING, EXPOSED TIMBER POSTS TO A HEIGHT OF 1.8m SETBACK MINIMUM 1.5m FROM FRONT BUILDING LINE OR 1m BEHIND NEIGHBOURING DWELLING. RETURN FENCING:

CONSTRUCTED FROM STAINED HARDWOOD WITH HORIZONTAL SLATING EXTENDING FROM BOUNDARY TO THE DWELLING AT THE ABOVE MENTIONED SETBACKS.

**CORNER LOT FENCING:** CONSTRUCTED FROM TIMBER PALINGS WITH TIMBER CAPPING, EXPOSED TIMBER POSTS TO A HEIGHT OF 1.8m LIMITED TO A MAXIMUM OF 70% OF THE ALLOTMENT

### Tree Protection Fence Notes:

Tree protection fencing will be installed at a 2m radius around the naturestrip tree to be retained, or to the adjacent footpath/road boundary where they are within 2m radius. Fencing will be installed before the commencement of any construction activities and secured for the life of the construction. TPZ fencing will consist of chain mesh fencing of a minimum of 1.8m in height connected by temporary concrete footings. Warning signs will be erected at regular intervals along the entire length of any TPZ fencing.

The following are prohibited from taking place within any TPZ (adapted from AS 4970-2009):

- built structures or hard landscape features (i.e. paving, retaining walls)
- materials storage (i.e. equipment, fuel, building waste or rubble)
- · soil disturbance (i.e. stripping or grade changes)
- · excavation works including soil cultivation (specifically surface-dug trenches for underground utilities)
- placement of fill
- · preparation of chemicals, including preparation of cement products
- · pedestrian or vehicular access (i.e. pathways)

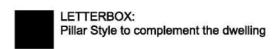
# LOT 222, NO. 3 KOOKABURRA RISE, PAKENHAM

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### FRONT LANDSCAPING SCHEDULE









### MATURE CANOPY TREE:

\* Magnolia - Little Gem - 400mm pot size (4-6m in height & 2-3m in width at maturity - front yard) \* Eucalyptus Leucoxylon Rosea - Red Flowering Dwarf Yellow Gum - 800mm pot size (12-15m in height and 7m in width at maturity - rear yard x 2)



### PLANTING SCHEDULE:

Large Shrub - 300mm pot size - Correa Alba - 25 plants Medium Shrub - 200mm pot size - Dillwynia Sericea - 11 plants



### PLANTING SCHEDULE:

\* Small Shrub - 150mm pot size - Acacia Cognata "Lime Light" - 15 plants



### PLANTING SCHEDULE:

\* Blue Fescue Grass - Festuca Glauca - max. 50mm height -17 plants

' Carex 'Blue Sedge' - Carex Flacca Glauca - max. 30mm height - 13 plants







LANDSCAPE PLAN IS NOT TO SCALE. CONCEPTUAL PLAN ONLY. SCALED ITEMS SHOWN ON REV #G DRAWINGS SITE PLAN & ELEVATIONS

Beachwood / HOMES



PROJECT: CLIENT: AT:

ISSUE: REF: A3 KIRRA 34 MOD) 11576 06.02.2025 THIS IS SHEET 1 OF 1 OF DRAWINGS REFERRED DATE: TN.2 TO IN THE CONTRACT DATED: DRAWN: SIGNED OWNER: CHECKED: SM BUILDER: SCALE: 1:200

FILE NAME: 11576 - CONTRACT#D MASTER DATE: 14.10.202