Notice of Application for a Planning Permit

Cardinia

The land affected by the application is located at:	L2 PS540273 V11008 F703 Toomuc Valley Road, Pakenham VIC 3810
The application is for a permit to:	Use and Development of the Land for a Single Dwelling

A permit is required under the following clauses of the planning scheme:

35.04-1	Use of the land for a Dwelling
35.04-5	Construct a building or construct or carry out works associated with a use in a Dwelling
35.04-5	Construct a building within nominated setbacks
42.01-2	Construct a building or construct or carry out works

APPLICATION DETAILS

The applicant for the permit is:	Density Developments
Application number:	T250631

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 cardinia.vic.gov.au/advertisedplans 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:	16 December 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.

1 Application lodged — 2 Council initial assessment — 3 Notice (Application is here) — 4 Consideration of submissions — 5 Assessment — 6 Decision

Cardinia
ADVERTISED MATERIAL
Planning Application: T250631
Date Prepared: 27 November 2025
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Cardinia ePlanning

Application Summary

Portal Reference	A425948A

Basic Information

Proposed Use	Proposed single storey dwelling
Current Use	vacant land
Cost of Works	$750,000
Site Address	2-PS540273 TOONUIC VALLEY ROAD PAKENHAM 3810 Council Property Number: 5000002846

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?	Not Applicable, no such encumbrances apply.

Contacts

Type	Name	Address	Contact Details
Applicant	[redacted] Density Developments	2/945 Centre Road, Bentleigh East VIC 3165	W: 0431-798-818 E: info@densitydevelopments.com.au
Owner	[redacted]		
Preferred Contact	[redacted] Density Developments	2/945 Centre Road, Bentleigh East VIC 3165	W: 0431-798-818 E: info@densitydevelopments.com.au

Fees

Regulation	Fee Condition	Amount	Modifier	Payable
9 - Class 5	More than $500,000 but not more than $1,000,000	$1,580.10	100%	$1,580.10
		Total		**$1,580.10**

Documents Uploaded

Date	Type	Filename
15-10-2025	A Copy of Title	Title.pdf
15-10-2025	A Copy of Title	POS.pdf
15-10-2025	A Copy of Title	173 Agreement 1.pdf
15-10-2025	A Copy of Title	173 Agreement 2.pdf
15-10-2025	Site plans	2-PS540273 - TP (Issue A).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

Site User	[redacted] Density Developments	2/945 Centre Road, Bentleigh East VIC 3165	M: 0431-798-818 E: info@densitydevelopments.com.au
Submission Date	15 October 2025 - 10:21 AM		

Declaration

☑ By ticking this checkbox, I [redacted] declare that all the information in this application is true and correct; and the Applicant and/or Owner (if not myself) has been notified of the application.

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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

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

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

VOLUME 11008 FOLIO 703

Security no : 124128996025H
Produced 15/10/2025 10:16 AM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 540273A.
PARENT TITLES :
Volume 10853 Folio 464 to Volume 10853 Folio 465
Created by instrument PS540273A 17/05/2007

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
HOLBROOK FARM PTY LTD of TOOMUC VALLEY ROAD PAKENHAM VIC 3810
AY732960E 19/12/2024

ENCUMBRANCES, CAVEATS AND NOTICES

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

AGREEMENT Section 173 Planning and Environment Act 1987
AE419981S 19/06/2006

AGREEMENT Section 173 Planning and Environment Act 1987
AZ144045J 13/05/2025

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DIAGRAM LOCATION

SEE PS540273A FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: TOOMUC VALLEY ROAD PAKENHAM VIC 3810

ADMINISTRATIVE NOTICES

NIL

eCT Control 23448W PATHFINDER LAW
Effective from 19/12/2024

DOCUMENT END

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

VOLUME 05769 FOLIO 695

Security no : 124129585611D
Produced 04/11/2025 05:49 AM

LAND DESCRIPTION

Lot 1 on Title Plan 399157X (formerly known as part of Crown Allotment 48 Parish of Pakenham).
PARENT TITLE Volume 05763 Folio 461
Created by instrument 1472243 18/12/1931

REGISTERED PROPRIETOR

[redacted]

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE TP399157X FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 305 TOOMUC VALLEY ROAD PAKENHAM VIC 3810

ADMINISTRATIVE NOTICES

NIL

[redacted]

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Cardinia

Invoice

Applicant	[redacted]
Applicant Address	Density Developments 2/945 Centre Road, Bentleigh East VIC 3165
Owner Owner Address	[redacted]
Preferred Contact	[redacted]
Preferred Contact Address	Density Developments 2/945 Centre Road, Bentleigh East VIC 3165
Site Address	2-PS540273 TOOMUC VALLEY ROAD PAKENHAM 3810 Council Property Number: 5000002846
Portal Reference	A425948A
ReferenceNumber	T250631
InvoiceNumber	501697
InvoiceDate	15-Oct-2025
InvoicePayByDate	14-Nov-2025
Amount	$1,580.10

Regulation	Description	Amount	Modifier	Modified Amount
9 - Class 5	More than $500,000 but not more than $1,000,000	$1,580.10	100%	$1,580.10

Cardinia Shire Council
ABN: 32 210 906 807
20 Siding Avenue, Officer

PO Box 7
Pakenham 3810
(DX 81006)

Phone: 1300 787 624
Fax: (03) 5941 3784
Email: mail@cardinia.vic.gov.au
Web: www.cardinia.vic.gov.au

INVESTORS IN PEOPLE | Gold

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Document Type	**Plan**
Document Identification	**PS540273A**
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Document Assembled	**15/10/2025 10:16**

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PLAN OF SUBDIVISION

LTO use only
EDITION 2

Stage No. /

Plan Number
PS 540273 A

LOCATION OF LAND

Parish:	PAKENHAM
Township:	—
Section:	—
Crown Allotment:	199 (PT) & 200(PT)
Crown Portion:	—
LTO Base Record:	DCMB
Title Reference:	V. 10853 F. 464 V. 10853 F. 465
Last Plan Reference:	LOT 1 & 2 TP 851936 D
Postal Address: (at time of subdivision)	325 TODMUC VALLEY ROAD PAKENHAM 3810
MGA94 Co-ordinates (of approx. centre of land in plan)	E 364 900 N 5 788 800 Zone: 55

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME: CARDINIA SHIRE COUNCIL REF: S 06/016

1. This plan is certified under section 6 of the Subdivision Act 1988.
2. ~~This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / /~~
3. ~~This is a statement of compliance issued under section 21 of the Subdivision Act 1988.~~

OPEN SPACE

(i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made.

~~(ii) The requirement has been satisfied.~~

~~(iii) The requirement is to be satisfied in Stage ....~~

Council Delegate

~~Council Seal~~

Date 12 / 04 / 2006

~~Re-certified under section 11(7) of the Subdivision Act 1988~~

~~Council Delegate~~

~~Council Seal~~

~~Date / /~~

Vesting of Roads or Reserves

Identifier	Council / Body / Person
Nil	Nil

Notations

Depth Limitation: DOES NOT APPLY

Staging: This is not a staged subdivision
Planning Permit No. T050473

Survey

This plan is based on Survey

This survey has been connected to permanent marks no(s)124

In Proclaimed Survey Area No.

WATERWAY NOTATION:
LOT 2 IN THIS PLAN MAY ABUT CROWN LAND THAT MAY BE SUBJECT TO A CROWN LICENCE TO USE

AN APPURTENANT EASEMENT FOR THE PURPOSE OF CARRIAGEWAY HAS BEEN CREATED IN FAVOUR OF LOT 2 ON THIS PLAN BY AY893611E.

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Easement Information

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	Water Supply	See Plan	D214393	S.R.W.S.C.

LTO use only

Statement of Compliance/ Exemption Statement

Received ☑

DATE 16 / 05 / 07

LTO use only

PLAN REGISTERED

TIME 3:05 pm

DATE 17 / 05 / 07

Assistant Registrar of Titles

Sheet 1 of 2 sheets

NOBELIUS LAND SURVEYORS
P.O. BOX 461
PAKENHAM 3810
Ph 03 5941 4112
Fax 03 5941 7366
nls@nobelius.com.au

LICENSED SURVEYOR: R. P. NOBELIUS

SIGNATURE..... DATE 18 / 01 / 06

REF: 5050 VERSION A

DATE 12 / 04 / 2006

COUNCIL DELEGATE SIGNATURE

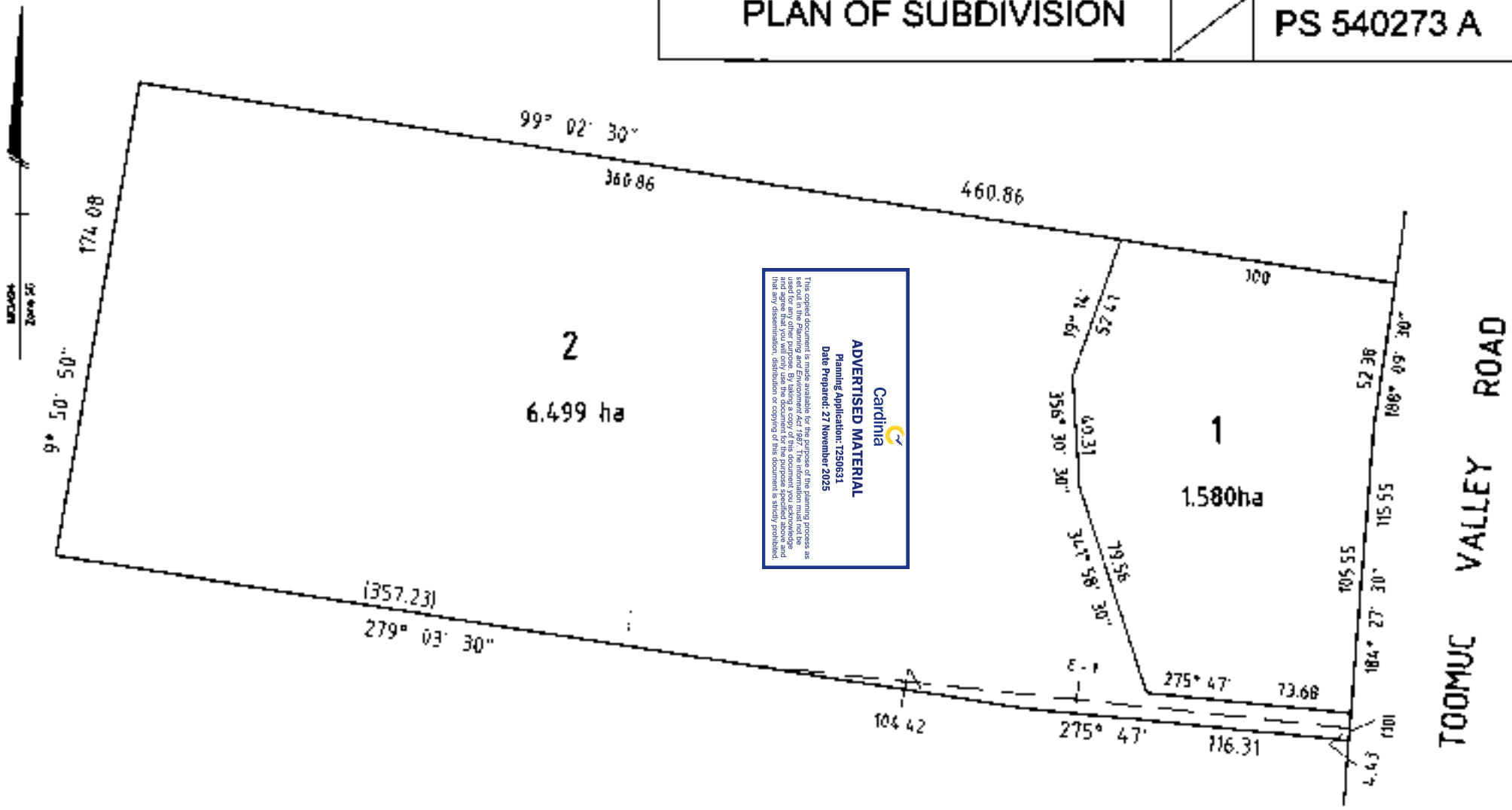
Original sheet size A3

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 540273 A



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NOBELIUS LAND SURVEYORS
P.O. BOX 461
PAKENHAM 3810
Ph. 03 5941 4112
Fax 03 5941 7289
nls@nobelius.com.au

ORIGINAL	
SCALE	SHEET SIZE
1 : 1500	A3

SCALE

15 0 30 60

LENGTHS ARE IN METRES

LICENSED SURVEYOR R. P. NOBELIUS

SIGNATURE..... DATE 18 / 01 / 06

REF: 5050 VERSION A

Sheet 2 of 2 sheets

DATE 12 / 04 / 2006

COUNCIL DELEGATE SIGNATURE

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MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

PS540273A

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.
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AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
		APPURTENANT EASEMENTS NOTATION ADDED	AY893611C	23/12/25	2	L.V.

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Department of Environment, Land, Water & Planning

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Status	Registered	Dealing Number	AZ144045J
Date and Time Lodged	13/05/2025 03:56:15 PM		

Lodger Details

Lodger Code	21884L
Name	SETTLE CONNECT PTY LTD
Address	
Lodger Box	
Phone	
Email	
Reference	Marcus Cardinia (110

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
11008/703

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
Postcode	3809

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Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Additional Details
Refer Image Instrument

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

Execution

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

Executed on behalf of	CARDINIA SHIRE COUNCIL
Signer Name	[redacted]
Signer Organisation	SETTLE CONNECT PTY LTD
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	13 MAY 2025

File Notes:
NIL

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

Statement End.

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Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

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Marcus Lane Group

Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: Lot 2 on PS540273A, Toomuc Valley Road, Pakenham, Victoria, 3810

Cardinia Shire Council

and

Melbourne Water Corporation

and

Holbrook Farm Pty Ltd ACN 678835142

AZ144045J

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7. Owner's Further Obligations 4
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AZ144045J

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Marcus Lane Group

AGREEMENT UNDER SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987

DATED 28 / 04 / 2005

PARTIES

Name	**Cardinia Shire Council**
Address	Civic Centre, 20 Siding Avenue, Officer, Victoria 3809
Short name	**Council**

Name	**Melbourne Water Corporation**
Address	990 La Trobe Street, Docklands, Victoria 3008
Short name	**Melbourne Water**

Name	**Holbrook Farm Pty Ltd ACN 678835142**
Address	RJ Ryan Partners 183 Rouse Street, Port Melbourne Vic
Short name	**Owner**

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Z144045J

BACKGROUND

A. Council is the responsible authority for the Planning Scheme under the provisions of the Act.

B. The Owner is or is entitled to be the registered proprietor of the Subject Land.

C. Council granted the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 11 of the Planning Permit. Condition 11 states:

> Prior to the development commencing, the owner of the Land must enter into an agreement pursuant to Section 173 of the *Planning and Environment Act 1987* with the Responsible Authority and Melbourne Water Corporation. All costs associated with the setting up of the agreement must be borne by the permit holder. The agreement must be registered on the title of the Land and must provide, to the satisfaction of the Responsible Authority and Melbourne Water, for:
>
> a. Prospective and future owners of the Land to be informed that the Land is subject to inundation.
>
> b. Identify the implementation of a Flood Risk Management Plan which has been approved by the Responsible Authority and Melbourne Water Corporation.
>
> c. The use of the bridge is only for the purpose of a 'stock crossing' and must not be used as an exit or egress point during a flood event.

D. The Parties enter into this Agreement to facilitate the requirements referred to in Recital C above.

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The Parties agree

1. DEFINITIONS

In this Agreement unless the context admits otherwise:

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

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

Bridge means the bridge shown in Figures 1-6 to 1-8 (inclusive) of the Flood Risk Management Plan.

Council means Cardinia Shire Council or its successor as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, officers, employees, servants, workers and contractors.

Current Address means:

a. for Council, the address shown on page three of this Agreement, or any other address listed on Council's website;

b. for Melbourne Water, the address shown on page three of this Agreement, or any other address listed on Melbourne Water's website; and

c. for the Owner, the address shown on page three of this Agreement, or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

Cardinia
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Planning Application: T250631
Date Prepared: 27 November 2025
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Current Email means:

a. for Council, mail@cardinia.vic.gov.au or any other email address listed on Council's website;

b. for Melbourne Water, DevConnect@melbournewater.com.au; and

c. for the Owner, any email address provided by the Owner to the other Parties for the express purpose of electronic communication regarding this Agreement.

Flood Assessment means the flood plan that has been prepared by Afflux Consulting dated December 2022.

Flood Risk Management Plan means the flood risk management plan that has been prepared by Afflux Consulting that forms Appendix F to the Flood Assessment, approved by Melbourne Water and Council, as extracted in Appendix A to this Agreement.

Melbourne Water means Melbourne Water Corporation (ABN 81 945 386 953) and includes its agents, officers, employees, servants, workers and contractors.

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

Owner's obligations include the Owner's specific obligations and the Owner's further obligations.

Party or **Parties** means the Parties to this Agreement.

Planning Permit means planning permit no. T200074, as amended from time to time, issued on 21 May 2021 allowing the buildings and works (bridge construction) and vegetation removal on the Subject Land in accordance with the Endorsed Plans.

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Planning Scheme means the Cardinia Planning Scheme and any other planning scheme applying to the Subject Land.

Subject Land means the land formally described as Lot 2 on PS540273, Toomuc Valley Road, Pakenham, Victoria being the land referred to in certificate of title volume 11008 folio 703 and any reference to the Subject Land includes all or any part of it, including any lot created by the subdivision of the Subject Land or any part of it.

Tribunal means the Victorian Civil and Administrative Tribunal or any successor tribunal, court, institution, or body.

2. INTERPRETATION

In this Agreement unless the context admits otherwise:

2.1 the singular includes the plural and vice versa;

2.2 a reference to a gender includes all genders;

2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;

2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;

2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;

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2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;

2.7 the Background forms part of this Agreement;

2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and

2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. PURPOSES OF AGREEMENT

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

3.1 give effect to condition 11 of the Planning Permit; and

3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

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4. REASONS FOR AGREEMENT

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

4.1 Council would not have granted the Planning Permit without imposing condition 11 requiring this Agreement; and

4.2 the Owner has elected to enter into this Agreement to take the benefit of the Planning Permit.

5. AGREEMENT REQUIRED

The Parties agree this Agreement will continue to be required unless the Agreement is ended under the Act.

6. OWNER'S SPECIFIC OBLIGATIONS

6.1 **Owner's acknowledgement**

The Owner covenants, agrees and acknowledges that the Owner must advise all prospective and future owners that the Subject Land is prone to inundation.

6.2 **Compliance with Flood Risk Management Plan**

The Owner covenants and agrees the Owner must implement all recommendations, actions and requirements in the Flood Risk Management Plan at all times.

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6.3 **Bridge**

The Owner covenants and agrees the Bridge is to be used for the purpose of a 'stock crossing' only, must not be used as an exit or egress point during a flood event and must be used in accordance with the Flood Risk Management Plan.

7. OWNER'S FURTHER OBLIGATIONS

7.1 **Notice and registration**

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

7.2 **Further actions**

The Owner:

7.2.1 must do all things necessary to give effect to this Agreement;

7.2.2 acknowledges and agrees to carry out its obligations under this Agreement at its own expense and to the satisfaction of Council;

7.2.3 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with section 181 of the Act; and

7.2.4 agree to do all things necessary to enable Council to do so, including:

(a) sign any further agreement, acknowledgment or document; and

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(b) obtain all necessary consents to enable the recording to be made.

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

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

7.3.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;

7.3.2 preparing, drafting, finalising and recording any amendment to this Agreement; and

7.3.3 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

7.4 **Time for determining satisfaction**

If Council makes a request for payment of a fee under clause 7.3 of this Agreement the Parties agree Council will not decide whether the Owner's obligations have been undertaken to Council's satisfaction, or whether to grant the consent sought, until payment has been made to Council in accordance with the request.

7.5 **Interest for overdue money**

7.5.1 The Owner must pay to Council interest in accordance with section 120 of the *Local Government Act 2020* on any amount due under this Agreement that is not paid by the due date.

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7.5.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

7.6 **Melbourne Water's costs to be paid**

The Owner must pay immediately on demand the reasonable costs of Melbourne Water of and incidental to the preparation, execution and registration, and enforcement of this Agreement.

8. INDEMNITY

8.1 The Owner indemnifies the Council and Melbourne Water against all costs, expenses, losses or damages that it may sustain, incur, suffer or be or become liable for or in respect of any suit, action, proceeding, judgment or claim brought by any person arising from or referrable to this Agreement or any non-compliance with this Agreement.

8.2 The Owner covenants and agrees not to make any claim for damages or loss of any kind against the Council or Melbourne Water for any damage or injury caused to the Subject Land, assets, materials or any other property or to any person by reason of flooding of the Subject Land and will hold harmless and keep the Council and Melbourne Water indemnified against all actions, claims, demands, damages, expenses and/or costs by or at the instance of any person or body whatsoever for or by reason of any such damage or injury by reason of any such flooding except to the extent that such damage or injury is caused by the negligence of the Council or Melbourne Water.

9. AGREEMENT UNDER S 173 OF THE ACT

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

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10. OWNER'S WARRANTIES

10.1 The Owner warrants that without limiting the operation or effect which this Agreement has, it is the registered proprietor, or entitled to be so, of the Subject Land; and

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

11. OBLIGATIONS OF MELBOURNE WATER

Melbourne Water covenants and agrees to enforce this Agreement in accordance with its functions and obligations under the *Water Act 1989* (Vic) and the Act.

12. OBLIGATIONS RUN WITH THE SUBJECT LAND

The obligations of the Owner under this Agreement take effect as separate and several covenants which are annexed to the Subject Land and run at law and in equity with the Subject Land and every part thereof. If the Subject Land is subdivided, 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.

13. FURTHER ASSURANCE

Each party to this Agreement must promptly at its own cost do or cause to be done all things (including executing and if necessary, delivering all documents) that are desirable or reasonably necessary to give effect to this Agreement.

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14. PLANNING OBJECTIVES

The Parties acknowledge that the provisions of this Agreement are intended to achieve or advance the objectives of planning in Victoria and the objectives of the Planning Scheme.

15. SUCCESSORS IN TITLE

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

15.1 give effect to and do all acts and sign all documents which require those successors to give effect to this Agreement; and

15.2 enter into a deed agreeing to be bound by the terms of this Agreement.

16. GENERAL MATTERS

16.1 **Notices**

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

16.1.1 personally on the other Party;

16.1.2 by leaving it at the other Party's Current Address;

16.1.3 by posting it by priority prepaid post addressed to the other Party at the other Party's Current Address; or

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16.1.4 by email to the other Party's Current Email.

16.2 **Counterparts**

This Agreement may be executed in counterparts, all of which taken together constitute one document.

16.3 **No waiver**

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

16.4 **Disputes**

16.4.1 If there is a dispute between the Parties concerning the interpretation or implementation of this Agreement, that dispute must be referred to the Tribunal for resolution to the extent

16.4.2 If there is a dispute concerning any matter which is not referable to the Tribunal under the Act, that dispute must be referred for arbitration by an Arbitrator agreed upon in writing by the Parties, or, in the absence of such agreement the Chairman of the Victorian Chapter of the Institute of Arbitrators.

16.4.3 Where provision is made in this Agreement that any matter be done to the satisfaction of the Council or any of its officers and a dispute arises in relation to such provision, the dispute may be referred to the Tribunal in accordance with section 149(1)(b) of the Act.

16.4.4 The Parties shall each be entitled to legal representation for the purposes of any arbitration or referral referred to in clauses 16.4.2 and 16.4.3 of this Agreement. Unless the Arbitrator, Chairman, nominee or the Tribunal otherwise directs and each Party must bear its own costs.

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16.5 **Severability**

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

16.6 **No fettering of Council or Melbourne Water's powers**

The Parties acknowledge and agree that this Agreement does not fetter or restrict the power or discretion of the Council or Melbourne Water 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 Land or relating to any use or development of the Land.

16.7 **Inspection of documents**

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

16.8 **Governing law**

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

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17. ELECTRONIC EXECUTION

Each Party consents to the signing of this Agreement by electronic means. The Parties agree to be legally bound by this Agreement signed in this way.

Each Party reserves the right to sign this Agreement by electronic means, including by use of software or an online service for this purpose.

18. COMMENCEMENT OF AGREEMENT

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

19. AMENDMENT

19.1 The Agreement may be amended in accordance with Part 9 Division 2 of the Act.

19.2 If Council or the Owner seeks to amend this Agreement in accordance with section 178(b) of the Act, the Parties agree that Council must give notice of the proposal to amend this Agreement to Melbourne Water.

20. ENDING OF AGREEMENT

This Agreement may be ended by agreement between Council and all persons who are bound by any covenant in the agreement in accordance with section 177(2)(a) of the Act, or otherwise in accordance with the Act.

After this Agreement has ended, Council will, at the Owner's written request, apply to the Registrar of Titles under section 183(1) of the Act to cancel the record of this Agreement.

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SIGNING PAGE

Signed, sealed and delivered as a deed by the parties

[redacted]

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Marcus Lane Group

Signed sealed and delivered by **Melbourne Water Corporation** by its duly appointed attorney in the presence of:

[redacted]

the attorney has received no notice of revocation of the power of attorney.

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Marcus Lane Group

[redacted]

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Appendix A – Flood Risk Management Plan

Flood Risk Management Plan

Risk Factors

Risk factors to be considered in assessing flood risk include:

- Flood depth
- Flood velocity
- Flood hazard (depth-velocity criteria)
- Flood storage impacts
- Rate of rise and effective flood warning lead time
- Site egress and evacuation

Flooding Susceptibility & Evacuation Route

The flood results show significant flooding and high flood risk along the waterway and within the generally waterway corridor during the critical 1% and even the 10% flood event. The flood hazard is too high across the water way for either vehicular or pedestrian movement once in flood.

Initial evacuation over the bridge can be undertaken whilst the floodwater is below the bridge deck height. It is recommended that careful review of both the expected rainfall and flood depth markers be constantly reviewed throughout the day to ensure egress is made prior to floodwaters breaching the bridge (and Toomuc Valley Road).

If the bridge deck is found to be inundated (even minimally) at the time of exit, the alternative western access through lot 305 Toomuc Valley Road is to be used. In utilising this route, exit to Short Lane, Brown Road and Threwlis Road, would lead to a completely flood free and safe exit to the Princes Highway.

A further pedestrian access point is also available at the Aqueduct trail as shown as a last resort.

Refer Figure F-1 for a plan of this route and access.

Note: Once flood waters are receding, its important to inspect the bridge for damage that may have occurred during the flood event. Large trees, rocks and debris may have been dislodged upstream and transported to this point by flood waters. If you suspect damage to the bridge, do no cross the bridge in any way. It would be recommended egress and future access be via the alternative western access until an engineer or bridge designer has inspected the bridge for stability and safety.

It should also be noted that bridge decks can often be slippery following a flood as sediment often overlays the bridge deck forming a slick and slippery surface. Careful review of the deck by foot should be undertaken prior to a vehicle to appreciate the surface. The sediment may need to be broomed or cleaned off prior to exiting the site.

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Key Flood Levels and Actions

During an event a number of actions should be in place to minimise the risk to site occupants and people on site. These actions are aligned with levels and flow rates discussed in this report. The modelling discussed previously was used to inform this evacuation plan, along with likely visual indicators such as water depth markers.

Table 4-1: Flood Event Actions

Observation	Flood Level @ Waterway	Action and Timing	Description
Rainfall forecast for under 50mm in 12 hour period	Regular flows in waterway	Monitor weather reports and visually monitor flow depth marker on bridge. Check for debris and blockages under the bridge.	See Minor Preparatory Action List
Rainfall forecast 50mm in 12 hour period	Flows expected to rise in waterway but still be within the bank	Gate to be closed to prevent access ahead of expectant storm. If already within the site, monitor depth flow marker and consider leaving early.	See Major Preparatory Actions List
Rainfall forecast greater then 50mm in 12 hour period - underside of bridge with	Flows reach underside of bridge	Prepare for evacuation. Consider leaving early.	See Major Preparatory Actions List below
Monitor flows in waterway - almost overtopping bridge deck	Flows about to overtop the bridge deck and may be overtopping the bank	Evacuate site immediately.	Exit property over bridge if safe to Toomuc Valley road and leave site
Monitor flows in waterway – deck overtopped	Flows over bridge deck and surrounding area	Evacuate site via alternative western access through lot 305 Toomuc Valley Road. In utilising this route, exit to Short Lane, Brown Road and Threwlis Road to the Princes Highway.	Toomuc Valley Road may also be in flood and alternative evacuation route needed.
Monitor flood levels in waterway – flood lessening	Receding limb (flood levels receding)	Once the flooding on waterway has receded to within the banks, excavation over the bridge may be possible. Review bridge for any flood damage from floating	If damage is visible, do not drive or walk over bridge. Use alternative western access until the bridge has been assessed by a bridge engineer. If

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		debris/trees etc prior to exit.	damage isn't visible but expected, ensure cautionary use of the bridge and consider an engineers inspection.

Minor Preparatory Actions

- Move items to higher ground
- Prepare management for possible actions if forecast worsens
- Ensure egress is clear/ nothing blocking the bridge or alternative access
- Check for debris and blockages under the bridge, remove if safe to do so
- Notify people on site that evacuation may be required

Major Preparatory Actions

- Plan for evacuation
- Consider leaving early
- Prepare management actions for a major event

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1x Agreement

Planning and Environment Regulations 1998 No. 8

Form 13

AE419981S

19/06/2006 $92.30 173

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

PLANNING AND ENVIRONMENT ACT 1987

Lodged By : Duffy + Simon
Name:
Phone:
Address:
Ref:
Customer Code: 756P.

OFFICE OF TITLES B.M. VICTORIA

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

LAND: Certificate of Title Volume 10853 Folio 464
Certificate of Title Volume 10853 Folio 465

AUTHORITY OR COUNCIL: Cardinia Shire Council
Municipal Offices, Henty Way, Pakenham

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SECTION AND ACT UNDER WHICH AGREEMENT MADE:
Section 173 of the Planning and Environment Act

A copy of the agreement is attached to this application.

Date: the 2 day of June, 2006

[redacted]

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THIS AGREEMENT UNDER SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987 is made on the 2nd day of June 2006

BETWEEN

CARDINIA SHIRE COUNCIL
of Municipal Offices, Henty Way, Pakenham

("Council")

AND

[redacted]

("the Owner")

RECITALS

A. The Council is the Responsible Authority pursuant to the Act for the Planning Scheme.

B. The Owner is or is entitled to be the registered proprietor of the Subject Land.

C. On 30 August 2005 Council issued Planning Permit No. T050473 ("the Planning Permit") allowing the Subject Land to be subdivided into a two (2) lot boundary realignment generally in accordance with the approved plans. Condition 6 of the Planning Permit requires the Owner to enter into this Agreement to provide for the matter set out in that condition. A copy of the Planning Permit is attached to this Agreement and marked "A".

D. As at the date of this Agreement, the Subject Land is unencumbered.

E. The parties enter into this Agreement

(a) to give effect to the requirements of the Planning Permit; and

(b) to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

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THE PARTIES AGREE

1. **DEFINITIONS**

In this Agreement the words and expressions set out in this clause have the following meaning unless the context admits otherwise:

Act means the Planning and Environment Act 1987;

Agreement means this agreement and any agreement executed by the parties expressed to be supplemental to this Agreement;

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it;

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 of 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 Scheme means the Cardinia Planning Scheme and any other planning scheme that applies to the Subject Land;

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Subject Land means the land situated at 325 Toomuc Valley Road, Pakenham being the land referred to in Certificate of Title Volume 10853 Folio 464 and Certificate of Title Volume 10853 Folio 465 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

2. INTERPRETATIONS

In this Agreement unless the context admits otherwise.

2.1 The singular includes the plural and vice versa.

2.2 A reference to a gender includes a reference to each other gender.

2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.

2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.

2.5 A term used in the 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.

2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.

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2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.

2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, 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.

3. SPECIFIC OBLIGATIONS OF THE OWNERS

Further Subdivision

The Owner acknowledges and agrees to comply with the Cardinia Shire Council Planning Permit T050473 issued on 30 August 2005 as follows:

> "The permit holder must enter into a Section 173 Agreement with the Responsible Authority preventing any further subdivision of the land that creates additional lots for both lots. The form and content of the agreement must be to the satisfaction of the Responsible Authority, and all costs relating to the preparation and registration of the agreement on title must be met by the permit holder. Prior to the issue of a Statement of Compliance, the permit holder must provide a dealing number to the Responsible Authority to demonstrate that the agreement has been lodged with the Land Titles Office."

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4. FURTHER OBLIGATIONS OF THE OWNERS

4.1 Notice and Registration

The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

4.2 Further actions

The Owner further covenants and agrees that:

4.2.1 the Owner will do all things necessary to give effect to this Agreement;

4.2.2 the Owner will make application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title to the Subject Land in accordance with Section 181 of the Act and covenant to do all things necessary to enable the Agreement to be recorded, including procuring the consent to this Agreement of any Mortgagee or Caveator.

4.3 Council's costs to be paid

The Owner further covenants and agrees that 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.

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5. AGREEMENT UNDER SECTION 173 OF THE ACT

(a) Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a Deed pursuant to Section 173 of the Act.

(b) The owner further agrees to enter into this Section 173 Agreement with the Responsible Authority preventing any further subdivision on the land that creates additional lots for both lots. The form in consent of the agreement must be to the satisfaction of the Responsible Authority and all costs relating to the preparation and registration of the agreement on title must be met by the permit holders by the issue of a statement of compliance the permit holder must provide a dealing number to the responsible authority to demonstrate that the agreement has been lodged with the land titles office.

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6. OWNER'S WARRANTIES

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

7. SUCCESSORS IN TITLE

Without limiting the operation or effect that 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:

7.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and,

7.2 execute a deed agreeing to be bound by the terms of this Agreement.

8 GENERAL MATTERS

8.1 Notices

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

8.1.1 by delivering it personally to that party;

8.1.2 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

8.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

8.2 Service of Notice

A notice or other communication is deemed served:

8.2.1 if delivered, on the next following business day;

8.2.2 if posted, on the expiration of two business days after the date of posting; or

8.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

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8.3 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.

8.4 Severability

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

8.5 No Fettering of Council's Powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power of 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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9. **COMMENCEMENT OF AGREEMENT**

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

10. **ENDING OF AGREEMENT**

Upon the Owner complying with all conditions and obligations herein contained in this Agreement, the Owner may make application to the Council for the ending of the Agreement.

SIGNED, SEALED AND DELIVERED by the parties on the date set out at the commencement of this Agreement,

[redacted]

Name (printed)

SIGNED SEALED AND DELIVERED [redacted]
by the said [redacted]

In the presence of:

[redacted]

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1 x agreement

OFFICE OF TITLES
E.A.E.
VICTORIA

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27/10/2004 $560 173

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

Form 13

Section 181 **Planning and Environment Act 1987**

DAD203776G-1-4

Lodged at the Land Titles Office by:

Name:	MADDOCKS
Phone:	9288 0555
Address:	Level 7, 140 William Street, Melbourne, Victoria, 3000
Ref:	GOC:JSH:8022086
Customer Code:	1167E

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

Land: certificates of titles volume 4535 folio 909, volume 5300 folio 868, volume 5302 folio 258, volume 5323 folio 435, volume 5397 folio 319, volume 5413 folio 511, volume 5485 folio 907, volume 5495 folio 918, volume 10821 folio 843, volume 5496 folio 068, volume 5511 folio 022, volume 5518 folio 549, volume 5531 folio 107, volume 5536 folio 061, volume 5[illegible] folio 426, volume 5622 folio 378, volume 5675 folio 953, volume 5759 folio 785, volume 5764 folio 775, volume 6090 folio 812, volume 6201 folio 047, volume 6637 folio 285, volume 8101 folio 700, volume 8168 folio 043, volume 8190 folio 701, volume 10820 folio 809, volume 8196 folio 497, volume 8197 folio 625, volume 8206 folio 958, volume 8215 folio 920, volume 8225 folio 563, volume 8226 folio 482, volume 8227 folio 836, volume 8229 folio 840, volume 8234 folio 861, volume 8246 folio 721, volume 8248 folio 826, volume 8251 folio 187, volume 8251 folio 384, volume 8259 folio 827, volume 8264, folio 073, volume 8289 folio 616, volume 8310 folio 841 volume 8311 folio 461, volume 8317 folio 731, volume 8347 folio 735, volume 8349 folio 728, volume 8360 folio 360, volume 8758 folio 632, volume 9275 folio 287 and volume 9468 folio 086.

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Authority: Cardinia Shire Council of Municipal Offices, Henty Way, Pakenham 3810

Section and Act under which agreement made: Section 173 of the *Planning and Environment Act* 1987.

A copy of the agreement is attached to this

Signature for the Authority:

Name of officer:

Office held:

Date:

[redacted]

[redacted]

[5022086/JSH/M0338451:1]

Deed

MELBOURNE WATER
CORPORATION

CARDINIA SHIRE
COUNCIL

Cardinia
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Date Prepared: 27 November 2025

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SECTION 173 AGREEMENT (CONSOLIDATION)

Date: 14 October 2004

Parties:

MELBOURNE WATER CORPORATION of 100 Wellington Parade East Melbourne ("**MWC**")

CARDINIA SHIRE COUNCIL of Municipal Offices Henty Way Pakenham 3810 ("**Responsible Authority**")

Recitals:

A. The Responsible Authority is the responsible authority pursuant to the *Planning and Environment Act* 1987 (**Act**) for the Planning Scheme.

B. MWC is registered or entitled to be registered as the proprietor of the Subject Land.

C. The Responsible Authority, in its capacity as the planning authority for the Scheme, has prepared Amendment C33 to the Scheme ("Scheme Amendment") in relation to the Subject Land. Upon its commencement, the Scheme Amendment would have the effect of rezoning the Land from Public Use Zone to Rural Zone, Environmental Rural Zone, Rural Living Zone, Public Park and Recreation Zone, Public Conservation and Resource Zone, as applicable or such replacement zones as apply under the Scheme from time to time.

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D. MWC is required to enter into this Deed upon adoption of the Scheme Amendment by the Responsible Authority which requires the Owner of each Separate Parcel or Parcels of the Subject Land to consolidate each such Separate Parcel or Parcels with the Adjoining Land, and the Responsible Authority will not refer the Scheme Amendment to the Minister for Planning until after evidence is provided that confirms that the Deed has been registered pursuant to section 181(3) of the Act.

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E. MWC has requested that the Responsible Authority rezone the Separate Parcels.

F. The parties enter into this Deed:

(a) to give effect to the requirements of the Scheme Amendment; and

(b) to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

Operative provisions:

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21/10/2004 1560 113

1 Definitions and Interpretation

Definitions

1.1 The following words have these meanings in this deed unless the contrary intention appears:

Adjoining Land means any land adjoining a Separate Parcel or Parcel of which an Owner is registered or entitled to be registered as proprietor.

Deed means this deed and any agreement executed by the parties expressed to be supplemental to this deed.

Owner means the person or persons (other than MWC or the Responsible Authority) 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 of the Subject Land or any part of it and includes a Mortgagee-in-possession.

Rezone means the removal of the Public Use Zone from the land and inserting the applicable underlying zone and Rezoning has a corresponding meaning.

Scheme means the Cardinia Planning Scheme.

Separate Parcel or Parcels means the land contained in each of the folios of the register to the Land.

Subject Land means the land described in the folios of the register listed in the Appendix A and any reference to the Subject Land in this Deed includes any lot created by the subdivision of the Subject Land or any part of it.

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Interpretation

1.2 In this Deed unless the contrary intention appears:

(a) a reference in this deed to another instrument includes any variation or replacement of any of them; and

(b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments re-enactments or replacements of any of them occurring at any time before or after the date of this deed; and

(c) the singular includes the plural and vice versa; and

(d) **person** includes a firm, a body corporate, an unincorporated association or an Authority; and

(e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns; and

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(f) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally; and

(g) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally; and

(h) a reference to any thing (including, without limitation, any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually; and

(i) a reference to a ***clause*** or ***schedule*** is to a ***clause*** in or schedule to this deed.

(j) a reference to an ***item*** is to an ***item*** in the ***appendix*** to this deed; and

(k) if a period of time is specified to:

(i) start from a given day or the day of an act or event, is to be calculated inclusive of that day; or

(ii) be after a given day or the day or the day of an act or event is to be calculated exclusive of that day; or

(iii) be to or until a given day or the day of an act or event, it ends on the day before that day; and

(l) Headings are inserted for convenience and do not affect the interpretation of this deed.

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2 Acknowledgment and Agreement

2.1 MWC and the Responsible Authority acknowledge and agree that this Deed commences and comes into operation at the time the Scheme Amendment comes into operation.

2.2 The Owner acknowledges and agrees as follows:

(a) After the sale of a Separate Parcel or Parcels by MWC to an Owner, the Owner must consolidate the Certificate of Title to that Separate Parcel or Parcels with the Certificate of Title to the Adjoining Land ('Consolidation'), within 12 months of the transfer of that Separate Parcel by MWC.

(b) For better securing compliance with this Deed, the Owner must upon settlement of the sale of a Separate Parcel or Parcels lodge with the Responsible Authority either:

(i) a bank guarantee or other suitable security ("guarantee") to the satisfaction of the Chief Executive Officer of the Responsible Authority for $10,000; or

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(ii) a bond in the amount of $1,000 ("bond") to be held in trust by the Responsible Authority or its solicitors

as security for the due, prompt and proper observance and performance by the Owner of the Owner's obligations and liabilities pursuant to this clause 2.2. Subject to the obligations and liabilities of the Owner to which the guarantee or bond relates being completely satisfied or any deductions from such guarantee or bond being made by the Responsible Authority to fulfil the Owner's obligations and liabilities under this clause 2.2 or recover costs incurred by the Responsible Authority as a result of the non-compliance of the Owner with its obligations and liabilities under this clause 2.2, the Responsible Authority will return the guarantee or bond (as the case may be) to the Owner; or

(iii) procure the certification of the plan of the Consolidation under the Subdivision Act 1988 ("Sub Act"), and preparation of the application to register the plan of the Consolidation ("Application") under the Sub Act, including the consent of any registered or intended mortgagee in the form of an order to register endorsed on the Application.

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(c) After the sale of a Separate Parcel or Parcels, but prior to the Consolidation of that Separate Parcel or Parcels with the Adjoining Land, that Separate Parcel or Parcels and the Adjoining Land, both of which are owned by the Owner, shall be considered a single lot for the purpose of assessing the use and development of the Separate Parcel or Parcels under the Scheme; and

(d) A permit issued under the Scheme for any use and development of a Separate Parcel or Parcels must include a condition to the effect that the use or development allowed by the permit must not commence until the Consolidation of that Separate Parcel or Parcels with the Adjoining Land.

3 Planning and Environment Act 1987

Section 173

3.1 This deed is made under section 173 of the Act. MWC and the Responsible Authority acknowledge and agree that:

(a) The obligations imposed on MWC under this Deed are to take effect as covenants which are annexed to and run at law and in equity with the Subject Land and each Separate Parcel;

(b) This Deed binds MWC's successors in title, assigns, legal personal representatives and transferees, the registered proprietors for the time being of the Subject Land and each Separate Parcel; and

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(c) MWC shall be released of the obligations under this Deed upon registration of a transfer of land under the *Transfer of Land Act* 1958 of any part or parts of the Subject Land or a Separate Parcel.

(d) In the event that the Subject Land is subdivided, this Deed 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.

Section 181

3.2 MWC further covenants and agrees that:

(a) MWC will do all things necessary to give effect to this Deed;

(b) To register this Deed in accordance with Section 181 of the Planning and Environment Act 1987 on each Separate Parcel at the Titles Office as soon as practical after the execution of this Deed and provide evidence to the Responsible Authority of the registration of the Deed.

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(c) To do all things necessary to enable the Registrar of Titles to enter a memorandum of this Deed on the Certificate of Title to each Separate Parcel.

Section 183

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3.3 The applicable Separate Parcel or Parcels shall be released from the obligations of this Deed following completion of the applicable Consolidation at which time the Responsible Authority must provide the Owner upon request and at the Owner's cost with an application under the Planning and Environment Regulations (properly completed and executed) notifying the Registrar of Titles that the Separate Parcel or Parcels is released from the obligations of this Deed.

Notice and Registration

3.4 MWC further covenants and agrees that MWC will bring this Deed to the attention of all prospective purchasers, lessees, mortgagees, charges, transferees and assigns.

Costs

3.5 MWC shall upon request pay or reimburse the reasonable costs and expenses of the Responsible Authority incurred in respect of this Deed including the legal costs and costs under clause 3.2 up to a maximum amount of $6,000 (plus GST and disbursements).

Non Compliance

3.6 If the Owner has not complied with this Agreement within 21 days after service of a notice by the Responsible Authority specifying any non-compliance, do the following:

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(a) pay to the Responsible Authority on demand, the Responsible Authority's reasonable costs and expenses incurred as a result of the non-compliance;

(b) pay interest at the rate prescribed under the *Penalty Interest Rates Act* 1983 on all moneys outstanding under this Agreement until they are paid in full;

and the Owner agrees that any payments made for the purposes of this Agreement are appropriated first in payment of any interest and any unpaid costs and expenses of the Responsible Authority and then applied in repayment of the principal sum.

Other

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

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

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

3.10 It is acknowledged and agreed that this Deed does not fetter or restrict the power or discretion of the Responsible Authority 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.

EXECUTED as a deed

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27/12/2004 $55C 173

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Execution page

THE OFFICIAL SEAL of MELBOURNE)
WATER CORPORATION was affixed)

MELBOURNE WATER CORPORATION
The Official Seal

[redacted]

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Appendix A

List of folios of the register

Volume	Folio	Part	Reference	Volume	Folio	Part	Reference
4535	909			8196	497		
5300	868			8197	625		
5302	258			8206	958		
5323	435			8215	920		
5397	319			8225	563		
5413	511			8226	482		Land remaining in the Folio of the Register
5485	907			8227	836		
5495	918			8229	840		
10821	843			8234	861		
5496	068			8246	721		
5511	022			8248	826		
5518	549		Land remaining in the Folio of the Register	8251	187		
5531	107			8251	384		
5536	061			8259	827		
5557	312			8264	073		
5563	426			8289	616		
5622	378			8310	841		
5675	953			[illegible]	461		
5759	785			8[illegible]	731		
5764	775			8347	735		
6090	812			8349	728		Land remaining in the Folio of the Register
6201	047	Part	That part of Crown allotment 200 and the eastern portion of Crown allotment 199 contained in the folio of the Register	8360	360		
6637	285			8758	632		
8101	700		Land remaining in the Folio of the Register	9275	287		
8168	043			9468	086		
8190	701						
10820	809						

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(X agreement

OFFICE OF TITLES
E.A.E.
VICTORIA

AD203833W
27/10/2004 $110 173

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

Form 13

Section 181 **Planning and Environment Act 1987**

Lodged at the Land Titles Office by:

DAD203833W-1-5

Name:	MADDOCKS
Phone:	9288 0555
Address:	Level 7, 140 William Street, Melbourne, Victoria, 3000
Ref:	GOC:JSH:8022086
Customer Code:	1167E

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

Land: certificates of title volume 4305 folio 855, volume 6201 folio 047, volume 8758 folio 632, volume 10820 folio 808, volume 10821 folio 094, volume 10825 folio 242 and volume 10825 folio 243

Cardinia
ADVERTISED MATERIAL
Planning Application: T250631
Date Prepared: 27 November 2025
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Authority: Cardinia Shire Council of Municpal Offices, Henty Way, Pakenham 3810

Section and Act under which agreement made: Section 173 of the *Planning and Environment Act* 1987.

A copy of the agreement is attached to this application

[redacted]

Signature for the Authority:

Name of officer:

Office held:

Date:

[redacted]

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AD203833W
27/10/2004 $113 173

Deed

MELBOURNE WATER CORPORATION

CARDINIA SHIRE COUNCIL

DAD203833W-2-3

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SECTION 173 AGREEMENT (ENVIRONMENT)

Date: 14 Oct

Parties:

MELBOURNE WATER CORPORATION of 100 Wellington Parade East Melbourne ("**MWC**")

CARDINIA SHIRE COUNCIL of Municipal Offices Henty Way Pakenham 3810 ("**Responsible Authority**")

Recitals:

A. The Responsible Authority is the responsible authority pursuant to the *Planning and Environment Act* 1987 (**Act**) for the Planning Scheme.

B. MWC is registered or entitled to be registered as the proprietor of the Subject Land.

C. The Responsible Authority, in its capacity as the planning authority for the Scheme, has prepared Amendment C33 to the Scheme (**Scheme Amendment**) in relation to the Subject Land. Upon its commencement, the Scheme Amendment would have the effect of rezoning the Subject Land from Public Use Zone to Rural Zone, Environmental Rural Zone, Rural Living Zone, Public Park and Recreation Zone, Public Conservation and Resource Zone, as applicable or such replacement zones as apply under the Scheme from time to time.

D. MWC is required to enter into this Deed upon adoption of the Scheme Amendment by the Responsible Authority and the Responsible Authority will not refer the Scheme Amendment to the Minister for Planning until after evidence is provided that confirms that the Deed has been registered pursuant to section 181(3) of the Act.

E. The parties enter into this Deed.

(a) to give effect to the requirements of the Scheme Amendment; and

(b) to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

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AD203833W
27/10/2004 $0 13

Operative provisions:

1 Definitions and Interpretation

DAD203833W-3-1

Definitions

1.1 The following words have these meanings in this deed unless the contrary intention appears:

Deed means this deed and any agreement executed by the parties expressed to be supplemental to this deed

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Native Vegetation has the same meaning as defined in the Scheme.

Owner means the person or persons (other than MWC) 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 of the Subject Land or any part of it and includes a Mortgagee-in-possession;

Rezone means the removal of the Public Use Zone from the land and inserting the applicable underlying zone and Rezoning has a corresponding meaning.

Scheme means the Cardinia Planning Scheme.

Separate Parcel or Parcels means the land contained in each of the folios of the register to the Land

Weeds means all weeds included in the Port Phillip and Westernport Weed Action Plan.

Subject Land means the land described in the folios of the register listed in the Appendix A and any reference to the Subject Land in this Deed includes any lot created by the subdivision of the Subject land or any part of it.

Interpretation

1.2 In this Deed unless the contrary intention appears:

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(a) a reference in this deed to another instrument includes any variation or replacement of any of them; and

(b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments re-enactments or replacements of any of them occurring at any time before or after the date of this deed; and

(c) the singular includes the plural and vice versa; and

(d) **person** includes a firm, a body corporate, an unincorporated association or an Authority; and

(e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns; and

(f) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally; and

(g) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally; and

(h) a reference to any thing (including, without limitation, any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them

DRD203833W-4-0

AD203833W
27/10/2004 $110 ITS

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collectively, to any two or more of them collectively and to each of them individually; and

(i) a reference to a ***clause*** or ***schedule*** is to a ***clause*** in or schedule to this deed.

(j) a reference to an ***item*** is to an ***item*** in the ***appendix*** to this deed; and

(k) if a period of time is specified to:

(i) start from a given day or the day of an act or event, is to be calculated inclusive of that day; or

(ii) be after a given day or the day or the day of an act or event is to be calculated exclusive of that day, or

(iii) be to or until a given day or the day of an act or event, it ends on the day before that day; and

(l) Headings are inserted for convenience and do not affect the interpretation of this deed.

AD203833W-5-0

2 Acknowledgment and Agreement

2.1 MWC and the Responsible Authority acknowledge and agree that this Deed commences and comes into operation at the time the Scheme Amendment comes into operation.

The Owner acknowledges and agrees as follows:

Vegetation Removal

2.2 The Owner must ensure that no Native Vegetation on the Subject Land is lopped, destroyed, ringbarked or removed, and must not plant or allow to be planted on the Subject Land any trees other than Native Vegetation, without the prior written consent of the Responsible Authority

Weed Control

2.3 After sale of the Subject Land by MWC to a subsequent Owner, the Owner must exercise all reasonable endeavours to control Weeds on the Subject Land. This includes a requirement for the Owner to prepare and submit a weed management plan to the Responsible Authority for approval within six months after sale of the Subject Land, and for implementation of the weed management plan to occur within twelve months of approval from the Responsible Authority.

Grazing

2.4 The Owner must ensure that stock animals, including but not limited to horses, are not permitted or enabled to graze on any Native Vegetation on the Subject Land, and must ensure that any stock animals on the Subject Land are adequately fenced off from any Native Vegetation on the Subject Land, to the satisfaction of the Responsible Authority.

AD203833W
27/07/2004 $110 113

Building Envelope

2.5 The building construction area for each Separate Parcel shall be generally within the hatched area shown on the plan of that Separate Parcel attached to this Deed in Appendix B, or in an alternative location to the satisfaction of the Responsible Authority.

2.6 All buildings and works associated with a dwelling on each Separate Parcel including those associated with effluent treatment and disposal, but excluding service provisions such as electricity and gas supply, telecommunications and drainage and sewerage must be contained within the hatched area shown on the plan of that Separate Parcel attached to this Deed in Appendix B unless the prior written consent of the Responsible Authority is obtained.

3 Planning and Environment Act 1987

Section 173

3.1 This Deed is made under section 173 of the Act. MWC and the Responsible Authority acknowledge and agree that:

(a) the obligations imposed on MWC under this Deed are to take effect as covenants which are annexed to and run at law and in equity with the Land and each Separate Parcel;

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(b) this Deed binds MWC's successors in title, assigns, legal personal representatives and transferees, the registered proprietors for the time being of the Subject Land and each Separate Parcel; and

(c) MWC shall be released of the obligations under this Deed upon registration of a transfer of land under the Transfer of Land Act 1958 of any part or parts of the Subject Land.

(d) In the event that the Subject Land is subdivided, this Deed 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.

AD203833W-8-6

Section 181

3.2 MWC further covenants and agrees that:

(a) MWC will do all things necessary to give effect to this Deed;

(b) To register this Deed in accordance with Section 181 of the Act on each Separate Parcel or Parcels at the Titles Office as soon as practical after the execution of this Deed and provide evidence to the Council of the registration of the Deed.

(c) To do all things necessary to enable the Registrar of Titles to enter a memorandum of this Deed on the Certificate of Title to each Separate Parcel.

AD203833W
27/03/2004 $110 173

Notice and Registration

3.3 MWC further covenants and agrees that MWC will bring this Deed to the attention of all prospective purchasers, lessees, mortgagees, charges, transferees and assigns.

Costs

3.4 MWC and the Responsible Authority shall be responsible for their own costs (including, but not limited to legal costs) incurred in respect of this deed.

Non Compliance

3.5 If the Owner has not complied with this Agreement within 21 days after service of a notice by the Responsible Authority specifying any non-compliance, do the following:

(a) allow the Responsible Authority, its officers, employees, contractors or agents to enter the Subject Land and rectify the non-compliance;

(b) pay to the Responsible Authority on demand, the Responsible Authority's reasonable costs and expenses incurred as a result of the non-compliance;

(c) pay interest at the rate prescribed under the Penalty Interest Rates Act 1983 on all moneys outstanding under this Agreement until they are paid in full;

and the Owner agrees:

(d) to accept a certificate signed by the Quantity Surveyor (if appropriate) or otherwise the Chief Executive Officer of the Responsible Authority (or the nominee of the Chief Executive Officer) as prima facie evidence of the costs and expenses incurred by the Council in rectifying the Owner's non-compliance with this Agreement; and

(e) that any payments made for the purposes of this Agreement are appropriated first in payment of any interest and any unpaid costs and expenses of the Responsible Authority and then applied in repayment of the principal sum.

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AD203833W-7-4

Other

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

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

AD203833W
27/10/2004 $120 175

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

3.8 It is acknowledged and agreed that this Deed does not fetter or restrict the power or discretion of the Responsible Authority 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.

EXECUTED as a deed

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DRD203833W-B-2

AD203833W
27/10/2004 $10 173

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Execution page

THE OFFICIAL SEAL of MELBOURNE)
WATER CORPORATION was affixed)

MELBOURNE WATER CORPORATION
The Official Seal

[redacted]

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DAD203833W-9-1

AD203833W
27/10/2004 $110 173

Appendix A

List of folios of the register

Volume	Folio
4305	855
6201	047
8758	632
10820	808
10821	094
10825	242
10825	243

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27/05/2004 $110 175

Appendix B

Building construction areas

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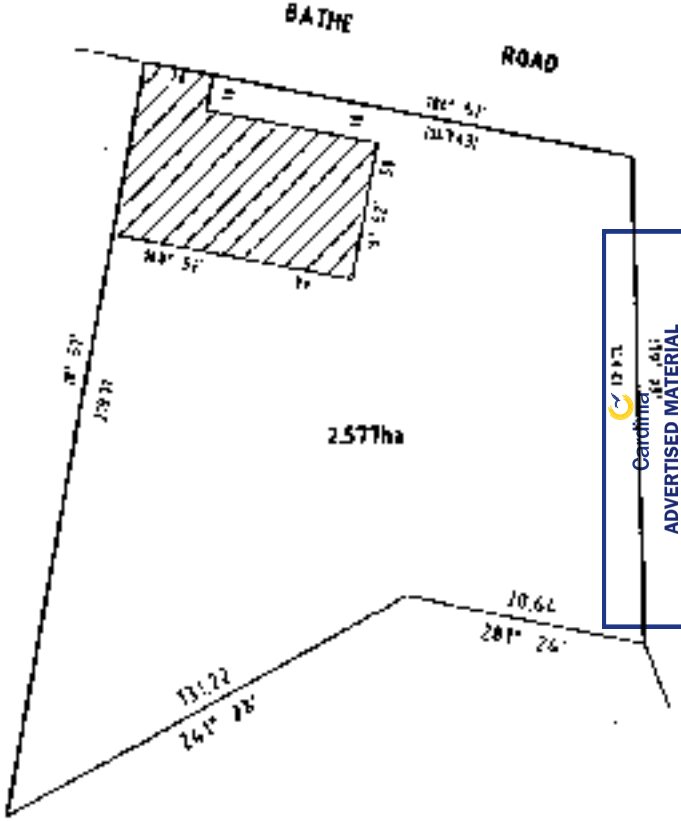
27/10/2004 $110 173



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AD20383W

DRD20383W-12-9

NOTATIONS

The area shown thus

denotes the area set aside for a building and waste envelope.

The area of the envelope is 3000m²

CERTIFICATION BY SURVEYOR

TO BE COMPLETED WHERE APPLICABLE
THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS NO(S) ____
IN PROCLAIMED SURVEY AREA NO. ____

THE LAND IN THE SURVEY IS SHOWN ENCLOSED BY CONTINUOUS THICK LINES

LAST PLAN REF: PS 500647 W LOT 1

PLAN

COUNTY OF MORNINGTON
PARISH OF PAKENHAM
CROWN ALLOTMENT 198 (Part)

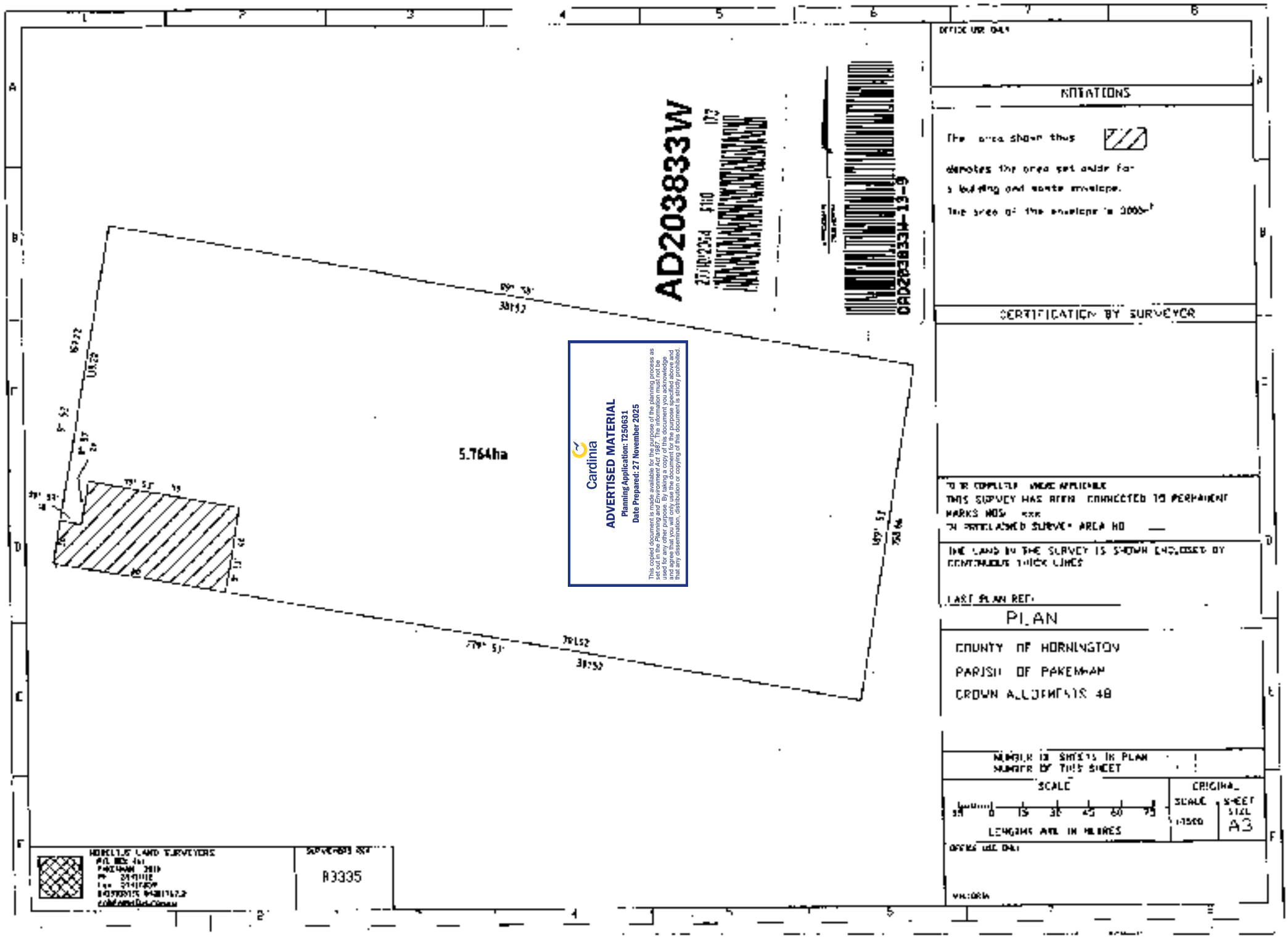
NUMBER OF SHEETS IN PLAN 1
NUMBER OF THIS SHEET 1

SCALE
LENGTHS ARE IN METRES

ORIGINAL
SCALE 1:500
SHEET SIZE A3

MUELLER LAND SURVEYORS

REFERENCE NO. 80035


AD203833W
5.764ha
Cardinia
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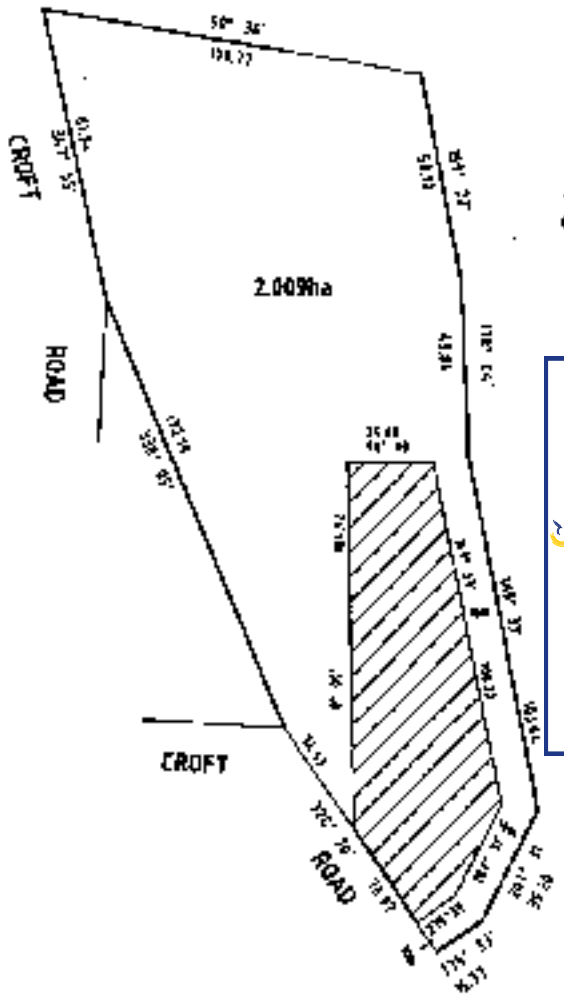
OFFICE USE ONLY
NOTATIONS
The area shown thus
denotes the area set aside for
a building and waste envelope.
The area of the envelope is 2000m²
CERTIFICATION BY SURVEYOR
TO BE COMPLETED WHERE APPLICABLE
THIS SURVEY HAS BEEN CONNECTED TO PERMANENT
MARKS NOS
IN PRECLASSED SURVEY AREA NO
THE LAND IN THE SURVEY IS SHOWN ENCLOSED BY
CONTINUOUS THICK LINES
LAST PLAN REF:
PLAN
COUNTY OF HORNSBY
PARISH OF PAKENHAM
CROWN ALLOTMENTS 48
NUMBER OF SHEETS IN PLAN
NUMBER OF THIS SHEET
SCALE
LENGTHS ARE IN METRES
ORIGINAL SCALE
SHEET SIZE
A3
OFFICE USE ONLY
VICTORIA
SURVEYOR REF
B3335



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NOTATIONS

The area shown thus ▨ denotes the area set aside for a building and waste envelope.

The area of the envelope is 4119m²

CERTIFICATION BY SURVEYOR

TO BE COMPLETED WHERE APPLICABLE
THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS NOS. ____
IN PROCLAIMED SURVEY AREA NO. ____

THE LAND IN THE SURVEY IS SHOWN ENCLOSED BY CONTINUOUS THICK LINES

LAST PLAN REF.

PLAN =

COUNTY OF MORNINGTON
PARISH OF NAR NAR GOON
CROWN ALLOTMENTS 134[1]

NUMBER OF SHEETS IN PLAN : 1
NUMBER OF THIS SHEET : 1

SCALE
15 0 15 30 45 60 75
LENGTHS ARE IN METRES

ORIGINAL SCALE 1:500
SHEET SIZE A3

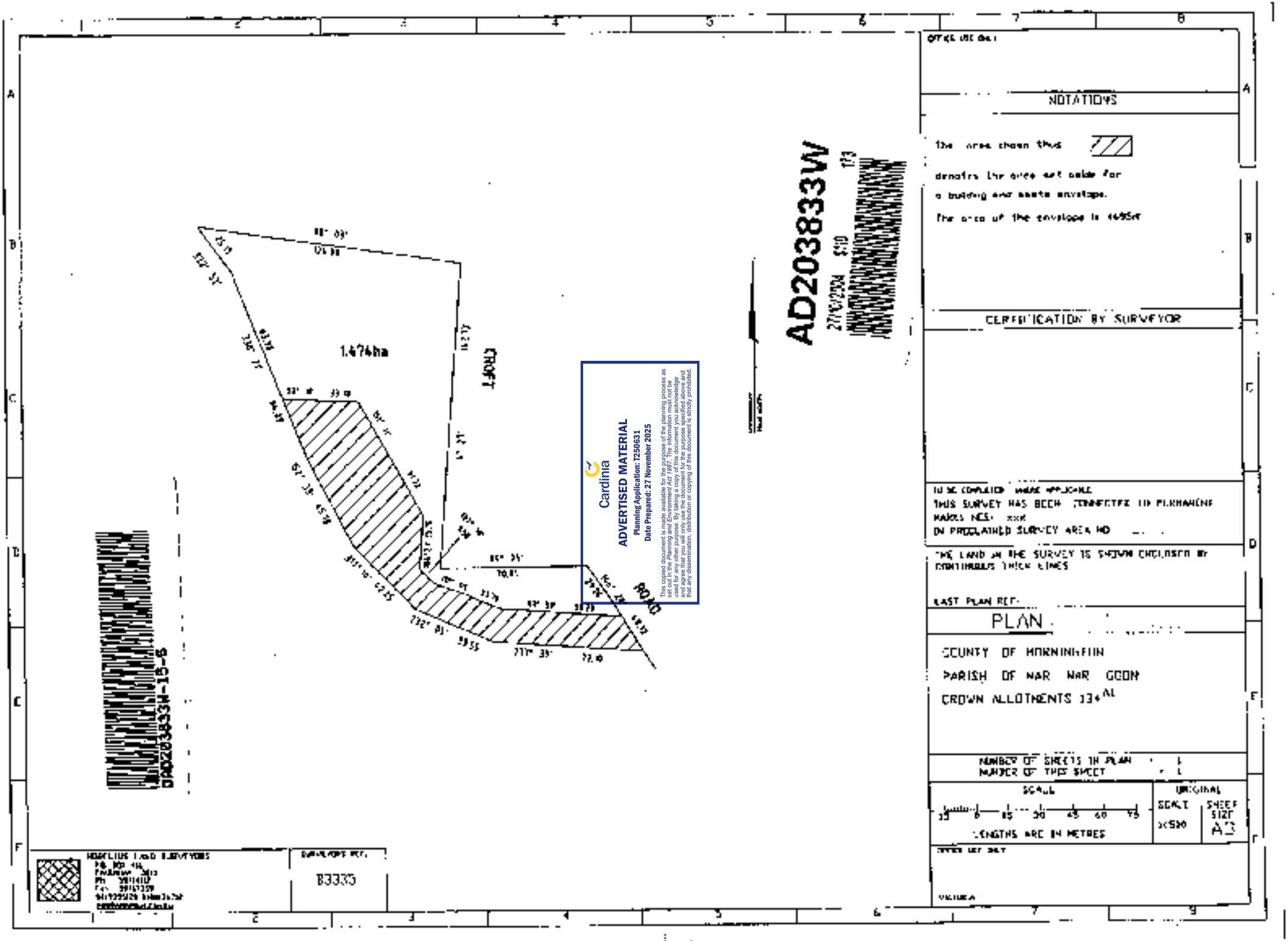
OFFICE USE ONLY

VERIFIED

MORTLOCK LAND SURVEYORS
PO BOX 181
PAKENHAM 3810
Ph 5941122
Fax 5941239
mail@mortlock.com.au

SURVEYORS REF. E3335

DRD203833W-14-2


1.474ha
CROFT
ROAD
AD203833W
NOTATIONS
CERTIFICATION BY SURVEYOR
PLAN
COUNTY OF MORNINGTON
PARISH OF WAR WAR GOON
CROWN ALLOTMENTS 13+AL
SCALE
LENGTHS ARE IN METRES
ORIGINAL
SCALE 1:500
SHEET SIZE A3
B3335
DA0203833W-15-6
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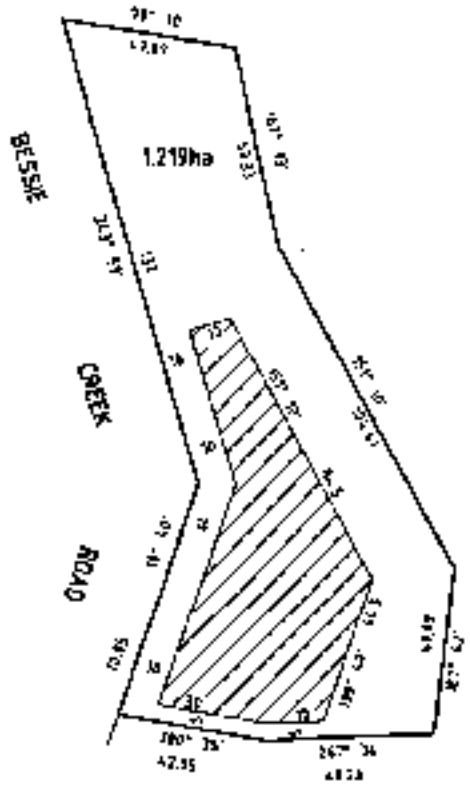

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DAD203833W-16-0

NOTATIONS

The area shown thus ▨ denotes the area set aside for a building and waste envelope

The area of the envelope is 3963m²

CERTIFICATION BY SURVEYOR

TO BE COMPLETED WHEN APPLICABLE
THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS NO(S) ____
IN PROCLAIMED SURVEY AREA NO. ____

THE LAND IN THIS SURVEY IS SHOWN ENCLOSED BY CONTINUOUS THICK LINES

LAST PLAN REF: PS 504639 A LOT 1

PLAN

COUNTY OF HORNSHOLTON
PARISH OF NAR NAR GOON
CROWN ALLOTMENTS 134B

NUMBER OF SHEETS IN PLAN 1
NUMBER OF THIS SHEET 1

15 0 15 30 45 60 75
SCALE
LENGTHS ARE IN METRES

ORIGINAL SCALE 1:500
SIZE A3

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MOKELKE LAND SURVEYORS
P.O. BOX 461
PAKENHAM 3810
PH 59641117
FAX 59471399
0419353129 0408136222
mokelkelandsurvey@bigpond.com

SURVEYOR REF
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TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

Lodged by: [redacted]
Name:
Phone: 98994922
Address:
Ref.:
Customer Code: 2892U

OFFICE OF TITLES J.D.H. VICTORIA

V031296K
091097 1149 45 320

MADE AVAILABLE / CHANGE CONTROL

Land Titles Office Use Only

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed and subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer.

Land: *(volume and folio reference)*

CERTIFICATE OF TITLE VOLUME 5769 FOLIO 695

Estate and Interest: *(e.g. "all my estate in fee simple")*

ALL OUR ESTATE IN FEE SIMPLE

DV031296K-1-1

Consideration:

$320,000.00

Transferor: *(full name)*

[redacted]

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Date Prepared: 27 November 2025

Transferee: *(full name and address including postcode)*

[redacted]

Directing Party: *(full name)*

Dated: 29th September 1997

[redacted]

T1

Please register and issue title to

Signed Cust. Code:

Original Transfer of Land
Stamped with: $15,400-00
Trn: 54952 09-OCT-1997
Stamp Duty Victoria, DMNO

OFFICE OF TITLES VICTORIA

MCP 17/10/97

THE BACK OF THIS FORM MUST NOT BE USED

LAB

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Natural Resources and Environment

AGRICULTURE • RESOURCES • CONSERVATION • LAND MANAGEMENT

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Planning Application: T250631
Date Prepared: 27 November 2025

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TITLE PLAN

EDITION 1

TP 883237B

LOCATION OF LAND

PARISH: PAKENHAM
TOWNSHIP:
SECTION:
CROWN ALLOTMENT: 230 (PT) & 195 (PT)
CROWN PORTION:
LAST PLAN REFERENCE:
DERIVED FROM: VOL 6201 FOL 047
DEPTH LIMITATION: NIL

NOTATIONS

WATERWAY NOTATION: LAND IN THIS PLAN MAY ABUT CROWN LAND THAT MAY BE SUBJECT TO A CROWN LICENCE TO USE

EASEMENT INFORMATION

E - ENCUMBERING EASEMENT, R - ENCUMBERING EASEMENT (ROAD), A - APPURTENANT EASEMENT

Easement Reference	Purpose / Authority	Width (Metres)	Origin	Land Benefited / Parties
-	-	-		-

THIS PLAN HAS BEEN PREPARED BY LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES

Checked by: HELEN LYMBOURNIS

Date: 4/05/06

Assistant Registrar of Titles

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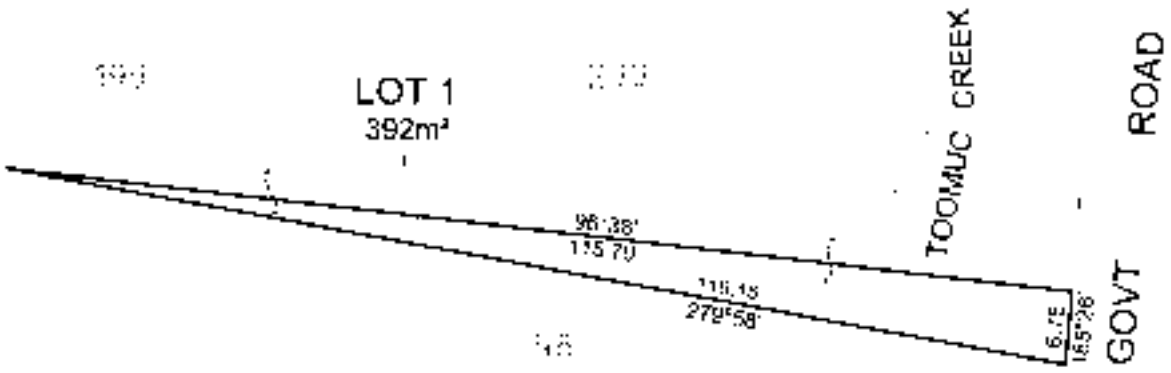

LENGTHS ARE IN METRES	SCALE —	DEALING / FILE No. PS542694N	DEALING CODE: PS
			SHEET 1 OF 1

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TITLE PLAN		EDITION 2	TP 399157X

Location of Land

Parish: PAKENHAM
Township:
Section:
Crown Allotment: 48(PT)
Crown Portion:

Last Plan Reference:
Derived From: VOL 5769 FOL 695
Depth Limitation: NIL

Notations

WATERWAY NOTATION: LAND IN THIS PLAN MAY ABUT CROWN LAND THAT MAY BE SUBJECT TO A CROWN LICENCE TO USE

ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN

Description of Land / Easement Information

All that piece of Land delineated and coloured red and blue on the map in the margin containing Twenty acres Two roods and Twenty-perches or thereabouts being part of Crown Allotment Forty-eight Parish of ------- Pakenham County of Mornington - Together with a right of carriage way over the --- road colored brown on the said map -

THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT
COMPILED: 12/04/2000
VERIFIED: BH

ENCUMBRANCES REFERRED TO

AS TO THE LAND SHOWN MARKED E-1 & E-3:
THE EASEMENT to State Rivers and Water Supply Commission created by Instrument No.931685 in the Register Book - - - - - - - - - - - - - -

TABLE OF PARCEL IDENTIFIERS

WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962

PARCEL 1 = CA 48 (PT)

E-2 & E-3: CARRIAGEWAY EASEMENT IN FAVOUR OF VOL. 11008 FOL. 703 CREATED BY AY893611E

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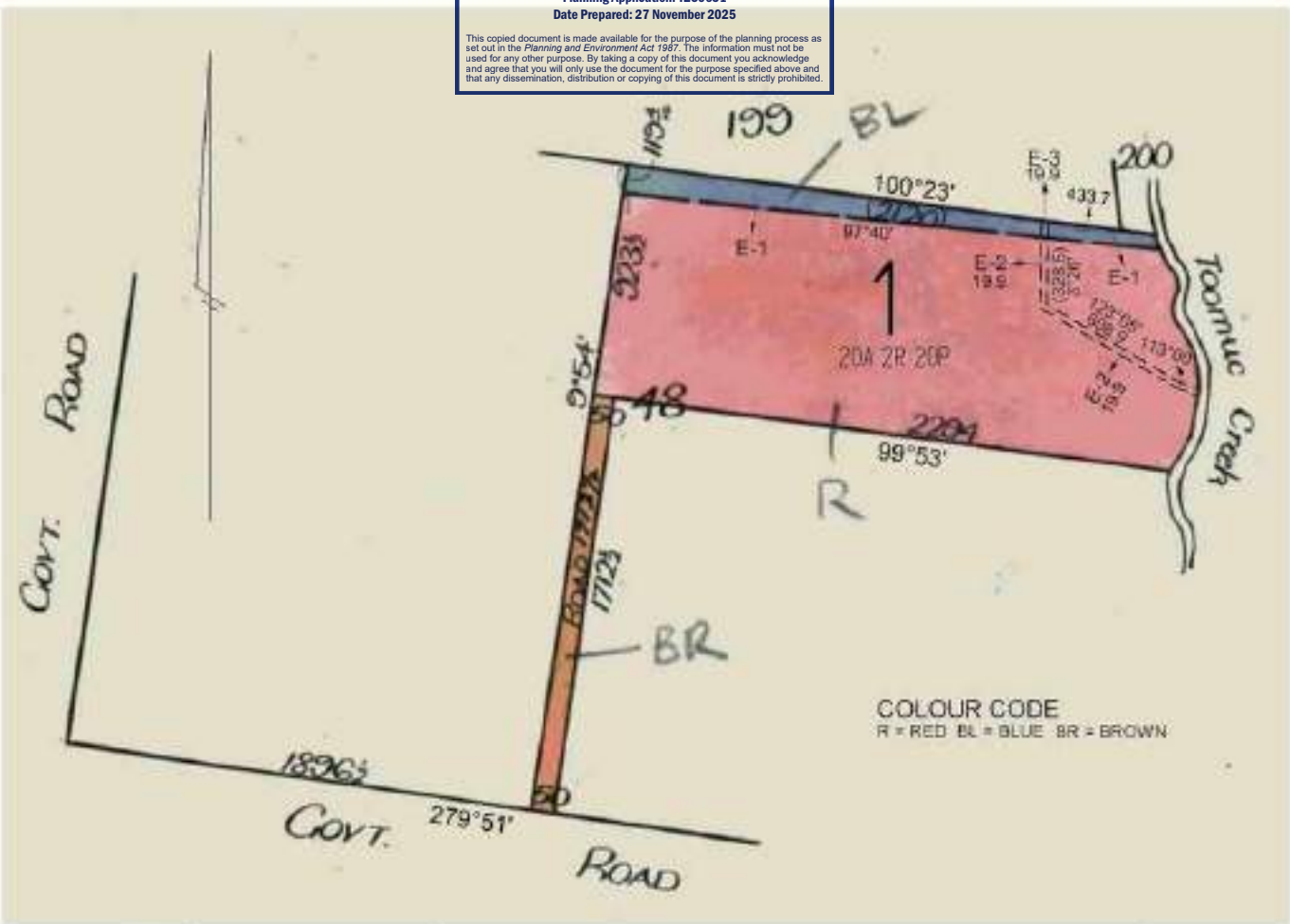

LENGTHS ARE IN LINKS:	Metres = 0.3048 x Feet Metres = 0.201168 x Links		Sheet 1 of 1 sheets

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

PLAN NUMBER

TP399157X

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
LAND HEREIN	E-2 & E-3	CREATION OF EASEMENT	AY893611E	23/12/25	2	L.V.

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Cardinia Shire Council

Request to amend a current planning permit application

Cardinia

This form is used to request an amendment to an application for a planning permit that has already been lodged with Council, but which has not yet been decided. This form can be used for amendments made before any notice of the application is given (pursuant to sections 50 / 50A of the *Planning and Environment Act 1987*) or after notice is given (section 57A of the Act).

PERMIT APPLICATION DETAILS

Application No.:	T250631
Address of the Land:	L2 PS540273 V11008 F703, Toomuc Valley Road, Pakenham VIC

APPLICANT DETAILS

Name:	[redacted]
Organisation:	Density Developments PTY LTD
Address:	U2 945 Centre Road, Bentleigh East
Phone:	0431798818
Email:	info@densitydevelopments.com.au

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AMENDMENT TYPE

Under which section of the Act is this amendment being made? (select one)	
Section 50 – Amendment to application at request of applicant **before** notice:	☐
Section 50A - Amendment to application at request of responsible authority **before** notice:	☑
Section 57A – Amendment to application **after** notice is given:	☐

AMENDMENT DETAILS

What is being amended? (select all that apply)		
What is being applied for ☐	Plans / other documents ☐	Applicant / owner details ☐
Land affected ☐	Other ☑	

Describe the changes. If you need more space, please attach a separate page.
Preamble amended to also include address Lot 1 TP399[redacted]y Road as this property is being used for access to the subject s[redacted] declare that the owner of both allotments has been notified of this application

Specify the estimated cost of any development for which the permit is required:		
Not applicable ☐	Unchanged ☑	New amount $

DECLARATION

I declare that all the information in this request is true and correct and the owner (if not myself) has been notified of this request to amend the application.

Name:	[redacted]
Signature:	[redacted]
Date:	24/11/25

LODGEMENT

Please submit this form, including all amended plans/documents, to mail@cardinia.vic.gov.au

You can also make amendments to your application via the Cardinia ePlanning Portal at https://eplanning.cardinia.vic.gov.au/

If you have any questions or need help to complete this form, please contact Council's Statutory Planning team on 1300 787 624.

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IMPORTANT INFORMATION

It is strongly recommended that before submitting this form, you discuss the proposed amendment with the Council planning officer processing the application.

Please give full details of the nature of the proposed amendments and clearly highlight any changes to plans (where applicable). If you do not provide sufficient details or a full description of all the amendments proposed, the application may be delayed.

No application fee for s50/s50A requests unless the amendment results in changes to the relevant class of permit fee or introduces new classes of permit fees. The fee for a s57A request is 40% of the relevant class of permit fee, plus any other fees if the amendment results in changes to the relevant class (or classes) of permit fee or introduces new classes of permit fees. Refer to the *Planning and Environment (Fees) Regulations 2016* for more information.

The amendment may result in a request for more under section 54 of the Act and/or the application requiring notification (or re-notification). The costs associated with notification must be covered by the applicant.

Council may refuse to amend the application if it considers that the amendment is so substantial that a new application for a permit should be made.

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

Land Capability Assessment

Report No: 21229

Location: Lot 2, 325 Toomuc Valley Road, PAKENHAM

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Client: Silverleaf Homes

Date: 12/11/2025

PO Box 233, Koo Wee Rup, VIC 3981
Phone: (03) 5997 1192 **Email:** admin@soiltestexpress.com.au

1. **Owner/ Developer:** Silverleaf Homes.

2. **Zoning:** Green Wedge Zone (GWZ1).

3. **Overlays:** Has overlays (ESO)(ESO1) on the entire property. (BMO) & (FO) on part of the property. The property is in a designated bush fire prone area and is in an area of aboriginal cultural heritage sensitivity.

4. **Allotment Size:** 64960 m2

5. **Anticipated Wastewater:** 750 Litres per Day.

6. **Number of Rooms Usable for Bedrooms:** 4 Bedrooms.
   5 people at 150L/D.

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PO Box 233, Koo Wee Rup, VIC 3981
Phone: (03) 5997 1192 **Email:** admin@soiltestexpress.com.au

7. Site Plan:

PO Box 233, Koo Wee Rup, VIC 3981
Phone: (03) 5997 1192 **Email:** admin@soiltestexpress.com.au

8. Published Soil Information:

The site is situated within a geological area of Devonian Upper, Metamorphic Horfels. The site investigation confirmed this.

9. Site Key Features:

Table 1: Site Assessment

	Feature	Description	Level of Constraint	Mitigation Measures
A	**Buffer Distances**	Can be met	Minor	Nil
B	**Climate**	High rainfall	Moderate	Yes
C	**Drainage**	Good	Minor	Nil
D	**Erosion & Landslip**	Low	Minor	Nil
E	**Exposure & Aspect**	Good Exposure	Minor	Nil
F	**Flooding**	Floodway Overlay	Moderate	Yes
G	**Groundwater**	Not encountered	Minor	Nil
H	**Imported Fill**	No	Minor	Nil
I	**Land Available for LAA**	Large lot	Minor	Nil
J	**Landform**	Slope	Minor	Nil
K	**Rock Outcrops**	Nil	Minor	Nil
L	**Feature**	NIL	Minor	Nil
M	**Run-on & Runoff**	Slope	Moderate	Yes
N	**Slope**	<10%	Minor	Nil
O	**Surface Waters**	Toomuc Creek	Moderate	Yes
P	**Vegetation**	Grass	Minor	Nil

B) Full water balance completed for Subsurface irrigation and wick trench and bed.
O) 100m setback from Toomuc Creek.
F) LAA has been placed outside (FO) Overlay
M/N) Divert runoff away from LAA, maintain vegetation down slope.

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Phone: (03) 5997 1192 **Email:** admin@soiltestexpress.com.au

10. Soil Survey and Analysis:

Table 2: Soil Assessment

	Feature	Assessment	Level of Constraint	Mitigation Measures
A	**Electrical Conductivity**	.06dSm^{-1}	Minor	Nil
B	**Emerson Aggregate Class**	2	Moderate	Yes
C	**pH**	5.73	Minor	Nil
D	**Rock Fragments**	<10%	Minor	Nil
E	**Soil Test Depth**	1.5m	Minor	Nil
F	**Soil Permeability & Design Loading Rates**	Cat 5	Minor	Nil
G	**Permanent Water table Depth**	<5m not encountered	Minor	Nil

B) Dispersive clays from 600mm. The application of Gypsum at a rate of 1kg per m^2 recommended, conservative rates applied.

- **Bore logs on page 9.**

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PO Box 233, Koo Wee Rup, VIC 3981
Phone: (03) 5997 1192 **Email:** admin@soiltestexpress.com.au

11. Water Balance:

Yearly Rainfall: 1008

Yearly Pan Evaporation: 1338

Daily water usage: 5 people at 150litres per day

Irrigation area sizing using Nominated Area Water Balance for Zero Storage

Site Address:	Lot 2/325 Toomuc Valley Road		
Date:		Assessor:	

INPUT DATA

Design Wastewater Flow	Q	750	L/day	Based on maximum potential occupancy and derived from Table 4 in the EPA Code of Practice (2013)
Design Irrigation Rate	DIR	3.0	mm/day	Based on soil texture class/permeability and derived from Table 9 in the EPA Code of Practice (2013)
Nominated Land Applicable Area	L	397	m^2	
Crop Factor	C	0.6-0.8	unitless	Estimates evapotranspiration as a fraction of pan evaporation; varies with season and crop type[1]
Rainfall Runoff Factor	RF	0.8	unitless	Proportion of rainfall that remains onsite and infiltrates, allowing for any runoff
Mean Monthly Rainfall Data	Beaconsfield upper 86261			Bold Station and number
Mean Monthly Pan Evaporation Data	Cranbourne Botanical 086079			Bold Station and number

Parameters	Symbol	Formula	Units	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Days in month	D		days	31	28	31	30	31	30	31	31	30	31	30	31	365
Rainfall	R		mm/month	69.8	69.8	70.2	80.7	69.2	69.2	60	67.1	67.1	68.2	67.8	76.7	1008.3
Evaporation	E		mm/month	160.3	160.8	134.4	87	60	51	60.8	71.3	94.3	124	141	170.5	1338.9
Crop Factor	C		unitless	0.80	0.80	0.70	0.70	0.60	0.60	0.60	0.60	0.70	0.80	0.80	0.80	
OUTPUTS																
Evapotranspiration	ET	ExC	mm/month	124	125	94	61	36	31	32	43	66	99	113	136	1011.20
Percolation	P	DIRxD	litre/month	93.0	84	93.0	90.0	93.0	90.0	93.0	93.0	90.0	93.0	90.0	93.0	1086.0
Outputs		ET+P	mm/month	217.0	209.44	187.1	151.0	129.0	121.0	125.0	136.0	156.0	192.2	203.0	229.0	2097.4
INPUTS																
Retained Rainfall	RR	RxRF	mm/month	55.84	48.64	56.16	64.56	71.36	76.8	75.4	77.68	78	78.56	73.44	61.36	696.8
Applied Effluent	W	(QxD)/L	mm/month	67.1	75.7	67.1	64.2	67.1	64.2	67.1	67.1	64.2	67.1	64.2	67.1	1086.3
Inputs		RR+W	mm/month	122.9	127.3	123.2	128.8	138.4	141.1	142.5	144.8	142.2	145.6	137.7	128.5	1783.1
STORAGE CALCULATION																
Storage remaining from previous month			mm/month	0.0	0.0	0.0	0.0	0.0	29.4	60.9	94.9	121.9	130.2	163.7	158.0	
Storage for the month	S	RR+W-ET+RI	litre/month	-169.2	-82.1	-43.8	-2.1	29.4	31.5	31.0	28.0	8.3	-28.8	-45.1	-78.0	
Cumulative Storage	CS		mm	0.0	0.0	0.0	0.0	29.4	60.9	94.9	123.0	130.2	163.7	158.0	0.0	
Maximum Storage for Nominated Area	A		mm	170.9												
	V	SxL	L	3417												
LAND AREA REQUIRED FOR ZERO STORAGE			m^2	128	131	179	261	461	452	415	406	289	369	174	148	

MINIMUM AREA REQUIRED FOR ZERO STORAGE: 452.0 m^2

Design Irrigation Rate	Subsurface Irrigation Area	Design Wastewater Discharge
3m	452m^2	750L/day

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12. System Location

Effluent Area:

13. Monitoring Operation and Maintenance:

- Have suitably trained and qualified contractor to service systems at the frequency required by council.
- Recommend use of AAA fixtures and appliances.
- Use cleaning products and toiletries suitable for septic systems.
- Maintain vegetation over effluent area.
- Keep livestock and vehicles off the effluent area to avoid compaction.

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14. Conclusion:

Soil Test Express can recommend the use of a secondary treated subsurface irrigation within the site. Subsurface irrigation should be installed 150mm into the good quality soil imported if needed. Trench systems not recommended due to dispersive clay.

Maintain all EPA setbacks and 100m from Toomuc Creek.
Vegetation must be maintained over LAA at all times.
A reserve area of similar size should be set aside if wick trench and bed is selected.
*Full water saving devices recommended.
*ESO an ESO applies to the whole property, secondary treatment recommended and a full water balance completed. Vegetation should be maintained between LAA and Toomuc Creek.
*FO- The LAA has been placed outside floodway overlay.
*Application of Gypsum at 1kg per m^2 to LAA recommended.

Note: Recommendations outlined in this report are subject to council approval.

[redacted]

SOIL TEST EXPRESS

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(03) 5997 1192
admin@soiltestexpress.com.au
PO Box 233, Koo Wee Rup, VIC 3981
Shop 1/ 23-25 Station St,
Koo Wee Rup, VIC 3981

GEOTECHNICAL LAND CAPABILITY ASSESSMENT LOGS

Site Location: Lot 2, 325 Toomuc Valley Road, PAKENHAM

Proposal: Residential Septic System

Report No: 21229

Client: Silverleaf Homes

Test Date: 12/11/2025

Topography of the land:

- *Uneven Surface* ☐
- *Essentially Level* ☐
- *Undulating Surface* ☐
- *Multiple Hills* ☐
- *Slight Slope* ☑
- *Moderate Slope* ☐
- *Steep Slope* ☐
- *Extreme Condition* ☐

Soil Drainage:

- *Good:* ☐ *Sandy*
- *Fair:* ☑ *to*
- *Poor:* ☐ Clay

Technicians Comments:

Slope Direction: Front

Trees ☐ *type:* *Size:*

Water ☐ *type:*

Existing Structures: ☐

Existing Structure Condition: *Good* ☐ *Fair* ☐ *Poor* ☐

Existing Structure Description:

Layer Description Borehole 1	Depth
Clayey Silt Fill. Grey Firm. Moist	100mm
Clayey Silt Grey Firm Moist	600mm
Silty Clay Grey/Brown/Orange/Red Stiff to Very Stiff Medium to High Plasticity Moist	1500mm
Borehole Terminated at 1.5m	

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Soil Technician: K.Thompson ***Auger Type:*** Mechanical

DENSITY DEVELOPMENTS
ABN: 65 681 925 379
www.densitydevelopments.com.au
info@densitydevelopments.com.au
0431 798 818

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Date: 26/11/2025

Cardinia Shire Council
20 Siding Avenue,
Officer, 3809

ATT: [redacted] Town Planning Department

Use and Development of Land for a Dwelling
Subject Site: Lot 2, 2-PS540273 Toomuc Valley Road, Pakenham
Adjoining Site: T250631 PA - Toomuc Valley Road, Pakenham
Date: 24/11/2025

This report has been prepared in support of an application to the Cardinia Shire Council for the use and development of the land for a dwelling at Lot 2, 2-PS540273 Toomuc Valley Road, Pakenham.

The land is located within the:

- Green Wedge Zone – Schedule 1 (GWZ1)
- Environmental Significance Overlay – Schedule 1 (ESO1)
- Bushfire Management Overlay (BMO) – part
- Floodway Overlay (FO) – part

The proposed dwelling is positioned entirely outside the BMO and FO, and no native vegetation removal is required.

The purpose of this report is to demonstrate:

1. The agricultural use of the land;
2. How the proposed dwelling meets the purposes of the Green Wedge Zone;
3. How the proposal complies with the mandatory requirements of Clause 35.05-2;
4. How the proposal appropriately responds to relevant overlays; and
5. That the site is suitable for a dwelling and associated infrastructure.

SITE DESCRIPTION

Subject Land

The subject site is a 6.496 ha rural property comprising open grassed areas and undulating topography. The land is devoid of buildings or services. The Land Capability Assessment (Site Report No. 21229) confirms:

- The property has good drainage,

- Minor to moderate constraints, and
- Sufficient area for on-site wastewater management.

(Setbacks from Toomuc Creek exceed 100m.)

Existing Use
The land is currently vacant. The owner occasionally allows cattle from his adjoining property to graze the subject site for pasture management and bushfire fuel reduction, but the site is not currently used as part of a commercial farming operation.

Surrounds
Surrounding land consists of rural residential and agricultural uses consistent with the Green Wedge. The locality contains a mixture of grazing, rural lifestyle properties, waterway corridors, and vegetated hill landscapes.

PROPOSED DEVELOPMENT

Proposed Dwelling
The proposal is for a single-storey dwelling on the subject site. The dwelling is sited:

- Outside the Bushfire Management Overlay
- Outside the Floodway Overlay
- In a location that avoids steep slopes and erosion-prone land

Access
Access to the dwelling will occur via the existing all-weather internal road on the adjoining property under the same ownership, secured via a carriageway easement. A new all-weather track will connect the dwelling to the easement boundary.
This access route is suitable for emergency vehicles and satisfies Clause 35.05-2.

Services
The site will be connected to:

- Tank water via x3 22kl rain water tanks, and
- Reticulated electricity

Wastewater will be treated on-site in accordance with the Land Capability Assessment (LCA), which recommends a secondary treatment system with subsurface irrigation.

AGRICULTURAL USE OF THE LAND
This section provides a comprehensive demonstration that the land will support an independent and credible agricultural operation.

Nature of Proposed Agriculture
The landowner intends to establish a standalone beef cattle grazing operation on Lot 2. This operation will include:

- Rotational grazing across multiple paddocks (10-12 cows on site)
- Pasture development and management
- Dedicated livestock handling, watering, and farm infrastructure

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Required Farming Infrastructure on the Subject Site
The following infrastructure will be located exclusively on Lot 2:

Fencing and Paddock Layout

- Division of the land into multiple rotational grazing paddocks
- New stock-proof boundary fencing
- Internal laneways for stock movement
- Secure gates and cattle loading points

Water Supply for Livestock
The subject land will tank water to supply:

- Stock troughs in each paddock
- A reticulated internal farm water network
- Automatic level valves ensuring animal welfare

Livestock Handling Facilities
To support a standalone operation, the following will be installed:

- Cattle yards
- Race and crush
- Loading ramp
- Veterinary and husbandry handling points

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Storage and Machinery
The operation will utilise:

- Hay storage areas
- Supplementary feed storage
- Potential future small implement shed
- Areas for machinery such as ATV/side-by-side, slasher, and tools

Pasture and Environmental Management

- Pasture seeding, fertilising and improvement
- Weed control (thistle, blackberry, ragwort)
- Fire-safe pasture management
- Soil treatment (LCA recommends gypsum)

Bushfire Mitigation
Cattle grazing is recognised as a valuable fuel reduction method.
Rotational grazing maintains low grass fuel loads around the dwelling envelope, supporting defendable space.

Agricultural Viability
With 6.496 ha of usable grazing land, Lot 2 supports:

- A sustainable stocking rate
- Adequate paddock rotation
- Effective pasture growth
- Independent herd management

The LCA confirms that drainage, soil conditions, and land area are suitable for agricultural production.

Why a Dwelling Is Necessary for Agriculture

A dwelling is required on this site because:

Livestock Monitoring
Cattle require:

- Daily welfare checks
- Monitoring water supply
- Prompt response to injuries or escapes

Security
Cattle are vulnerable to:

- Theft
- Predators
- Fence failure
- Storm/wind hazards

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Residence on-site provides immediate oversight.

Daily Land Management Tasks
Including:

- Rotational grazing
- Water trough management
- Fence and gate inspections
- Weed and pest control
- Fire preparedness

COMPLIANCE WITH CLAUSE 35.05-2

i. All-Weather Road Access
Access is via an existing all-weather farm road on the adjoining property, secured by easement.
This route accommodates CFA emergency vehicles.
Complies.

ii. On-Site Wastewater Treatment
The Land Capability Assessment states:

- Site is suitable for secondary treatment with subsurface irrigation
- Required irrigation area: 452 m^2
- System is located outside the Floodway Overlay
- All EPA setbacks can be met
- Toomuc Creek setback exceeds 100 m

Complies.

iii. Connection to Potable Water
The subject site will be connected to on site rain water tanks (x3 22kl tanks)
Complies.

iv. Electricity Supply
The site is within AusNet's service area and will be connected to reticulated electricity.
Complies.

OVERLAY RESPONSES

Environmental Significance Overlay – Schedule 1 (ESO1)
ESO1 seeks to protect:

- Landscape values
- Biodiversity
- Water quality
- Sensitive fauna and flora corridors

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The proposal meets ESO1 because:

- No native vegetation removal is required
- LAA is located outside floodways
- Pasture management and livestock grazing reduce erosion risk
- Waterway buffers (>100 m) are maintained
- Buildings use subdued materials

Floodway Overlay (FO)
The dwelling and wastewater area are entirely outside the FO.
There is no impact on:

- Flow paths
- Flood storage
- Drainage functions
- Waterway health

Bushfire Management Overlay (BMO)
The proposed dwelling is located outside the BMO and therefore:

- No bushfire construction measures are triggered
- No defendable space calculations are required
- Access provides safe egress
- Grazing reduces fuel loads naturally

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PLANNING SCHEME ASSESSMENT

Green Wedge Zone (GWZ1) Purpose Alignment
The proposal supports GWZ1 because it:

- Enables agriculture
- Conserves rural landscape values
- Prevents fragmentation of rural land
- Promotes sustainable land management
- Protects environmental values
- Maintains the rural character of Toomuc Valley Road
- Avoids urban encroachment

This report demonstrates that:

1. The subject site will support a viable, standalone cattle farming operation
2. The proposed dwelling is necessary to support this agricultural use.
3. All mandatory requirements of Clause 35.05-2 are fully satisfied.
4. The proposal responds appropriately to the site's environmental and landscape constraints.
5. The dwelling is located to avoid all overlays and environmental hazards.
6. Wastewater can be managed sustainably on-site.
7. The proposal aligns with the purposes of the Green Wedge Zone and the Cardinia Planning Scheme.

For the above reasons, we kindly request council support the proposal.

Kind Regards,
[redacted]
Director & Registered Building Designer
Density Developments

GENERAL NOTES

24009

INTELLECTUAL PROPERTY AND USE OF THIS DOCUMENT

- THIS DOCUMENT HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE CLIENT OF DENSITY DEVELOPMENTS FOR THE PURPOSE EXPRESSLY NOTIFIED TO THE DESIGNER. ANY OTHER PERSON WHO USES OR RELIES ON THESE PLANS WITHOUT THE DESIGNER'S WRITTEN CONSENT DOES SO AT THEIR OWN RISK AND NO RESPONSIBILITY IS ACCEPTED BY THE DESIGNER FOR SUCH USE AND/OR RELIANCE.
- THIS DOCUMENT IS TO BE READ IN CONJUNCTION WITH ALL DRAWINGS, DETAILS AND INFORMATION PROVIDED BY THE CONSULTANTS NAMED HEREIN, AND WITH ANY OTHER WRITTEN INSTRUCTIONS ISSUED IN THE COURSE OF THE CONTRACT.
- A BUILDING PERMIT IS REQUIRED PRIOR TO THE COMMENCEMENT OF THESE WORKS. THE RELEASE OF THIS DOCUMENT IS CONDITIONAL ON THE CLIENT OBTAINING THE REQUIRED BUILDING PERMIT.

MATERIALS AND TRADE PRACTICES

- ALL MATERIALS, CONSTRUCTION AND WORK PRACTICES SHALL COMPLY WITH BUT NOT BE LIMITED TO THE CURRENT ISSUE OF THE MOST UPTODATE BUILDING REGULATIONS FOR THE RELEVANT STAGE, NATIONAL CONSTRUCTION CODE 2022 BUILDING CODE OF AUSTRALIA VOL. 2 (HEREAFTER REFERRED TO AS BCA) AND ALL RELEVANT CURRENT AUSTRALIAN STANDARDS REFERRED TO THEREIN.
- WORK AND SITE MANAGEMENT PRACTICES SHALL COMPLY WITH ALL RELEVANT LAWS AND BY-LAWS.
- IF ANY PERFORMANCE SOLUTION IS PROPOSED, IT SHALL BE ASSESSED AND APPROVED BY THE RELEVANT BUILDING SURVEYOR/BUILDING CERTIFIER AS MEETING BCA PERFORMANCE REQUIREMENTS PRIOR TO IMPLEMENTATION OR INSTALLATION.
- INSTALLATION OF ALL SERVICES SHALL COMPLY WITH THE RESPECTIVE SUPPLY AUTHORITYS REQUIREMENTS.

VARIATIONS

- SHOULD ANY CONFLICT ARISE BETWEEN THESE PLANS AND BCA, AUSTRALIAN STANDARDS OR A MANUFACTURER'S INSTRUCTIONS, THIS DISCREPANCY SHALL BE REPORTED IMMEDIATELY TO THE DESIGNER, BEFORE ANY OTHER ACTION IS TAKEN.
- THE CLIENT AND/OR THE CLIENT"S BUILDER SHALL NOT MODIFY OR AMEND THE PLANS WITHOUT THE KNOWLEDGE AND CONSENT OF THE DESIGNER, EXCEPT WHERE THE RELEVANT BUILDING SURVEYOR/BUILDING CERTIFIER MAKES MINOR NECESSARY CHANGES TO FACILITATE THE BUILDING PERMIT APPLICATION, AND WHERE SUCH CHANGES ARE REPORTED BACK TO THE DESIGNER WITHIN 48 HOURS OF THEIR MAKING.
- THE APPROVAL BY THE DESIGNER OF A SUBSTITUTE MATERIAL, WORK PRACTICE OR THE LIKE IS NOT AN AUTHORISATION FOR ITS USE OR A CONTRACT VARIATION. ANY VARIATIONS AND/OR SUBSTITUTIONS TO MATERIALS OR WORK PRACTICES SHALL BE ACCEPTED BY ALL PARTIES TO THE BUILDING CONTRACT AND, WHERE APPLICABLE, THE RELEVANT BUILDING SURVEYOR/BUILDING CERTIFIER, PRIOR TO IMPLEMENTATION.

MEASUREMENTS

- FIGURED DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.
- SITE PLAN MEASUREMENTS ARE IN MILLIMETRES. ALL OTHER MEASUREMENTS ARE IN MILLIMETRES, UNLESS NOTED OTHERWISE.
- UNLESS NOTED OTHERWISE, DIMENSIONS ON FLOOR PLANS, SECTIONS AND EXTERNAL ELEVATIONS REPRESENT TIMBER FRAME AND STRUCTURAL MEMBERS, NOT FINISHED LININGS/CLADDING.
- WINDOW SIZES ARE NOMINAL ONLY. ACTUAL SIZE MAY VARY ACCORDING TO MANUFACTURER AND ON SITE FRAMING MEASUREMENTS.
- THE BUILDER AND SUBCONTRACTORS SHALL CHECK AND VERIFY ALL DIMENSIONS, SETBACKS, LEVELS, SPECIFICATIONS, AND ALL OTHER RELEVANT DOCUMENTATION PRIOR TO THE COMMENCEMENT OF ANY WORKS. REPORT ALL DISCREPANCIES TO THE DESIGNER FOR CLARIFICATION.

SITE PROTECTION DURING THE CONSTRUCTION PERIOD

- PROTECTIVE OUTRIGGERS, FENCES, AWNINGS, HOARDING, BARRICADES AND THE LIKE SHALL BE INSTALLED WHERE NECESSARY TO GUARD AGAINST DANGER TO LIFE OR PROPERTY OR WHEN REQUIRED BY THE RELEVANT BUILDING SURVEYOR AND/OR COUNCIL.
- WHERE REQUIRED BY COUNCIL, THE BUILDER SHALL CONSTRUCT A TEMPORARY CROSSING PLACED OVER THE FOOTPATH.
- A SITE MANAGEMENT PLAN SHALL BE IMPLEMENTED FROM THE COMMENCEMENT OF WORKS, TO CONTROL SEDIMENT RUN-OFF IN ACCORDANCE WITH RELEVANT STATE/COUNCIL GUIDELINES OR REGULATION. SILT FENCES SHALL BE PROVIDED TO THE LOW SIDE OF THE ALLOTMENT AND AROUND ALL SOIL STOCKPILES AND STORM WATER INLET PITS/SUMPS AND 'SILT STOP' FILTER BAGS OR EQUIVALENT SHALL BE PLACED OVER ALL STORM WATER ENTRY PITS. EROSION CONTROL FABRIC SHALL BE PLACED OVER GARDEN BEDS TO PREVENT SURFACE EROSION.
- DUST-CREATING MATERIAL SHALL BE KEPT SPRAYED WITH WATER SO AS TO PREVENT ANY NUISANCE FROM DUST.
- WASTE MATERIALS SHALL NOT BE PLACED IN ANY STREET, ROAD OR RIGHT OF WAY.
- EARTHWORKS (UNRETAINED) SHALL NOT EXCEED 2M.
- CUT AND FILL BATTERS SHALL COMPLY WITH BCA TABLE 3.2.1.

PROTECTION OF THE BUILDING FABRIC

- THE BUILDER SHALL TAKE ALL STEPS NECESSARY TO ENSURE THE STABILITY AND GENERAL WATER TIGHTNESS OF ALL NEW AND/OR EXISTING STRUCTURES DURING ALL WORKS.
- WINDOWS, DOORS AND SERVICE PENETRATIONS SHALL BE FLASHED ALL AROUND.
- ALL PLIABLE MEMBRANES SHALL BE INSTALLED TO COMPLY AND BE IN ACCORDANCE WITH BCA 10.8.1
- GUTTERS AND DRAINAGE SHALL BE SUPPLIED AND INSTALLED IN ACCORDANCE WITH AS3500.3.
- ANTI-PONDING DEVICES/BOARDS SHALL BE INSTALLED ACCORDING TO BCA 7.3.5.
- DAMPCOURSES WITH WEEPHOLES AND CAVITY FLASHINGS SHALL BE INSTALLED IN ACCORDANCE WITH AS4773.2.
- SURFACES AROUND THE PERIMETER OF A RESIDENTIAL SLAB SHALL FALL AWAY FROM THAT SLAB BY NOT LESS THAN 50MM OVER THE FIRST 1M. WHERE NOT STIPULATED IN THE GEOTECHNICAL REPORT, FREEBOARD SHALL BE NOT LESS THAN 50MM FROM AN IMPERMEABLE SURFACE OR 150MM FROM A PERMEABLE SURFACE.
- SUBFLOOR VENTS SHALL BE LOCATED >600MM FROM CORNERS AND BE INSTALLED BELOW BEARERS. SUCH VENTS SHALL PROVIDE A RATE PER 1000MM RUN OF EXTERNAL OR INTERNAL CROSS WALLS OF:
  - 7,500MM² CLEAR VENTILATION WHERE PARTICLE BOARD FLOORING IS USED; OR
  - 6,000MM² FOR OTHER SUBFLOOR TYPES.
- WHERE A BUILDING OTHER THAN DETACHED CLASS 10 IS LOCATED IN A TERMITE-PRONE AREA, THE BUILDING SHALL BE PROVIDED WITH A TERMITE MANAGEMENT SYSTEM COMPLIANT WITH AS3660.1 OR AS3660.2.
- BUILDING TIE-DOWNS SHALL BE APPROPRIATE FOR THE SITE WIND CLASSIFICATION AND PROVIDED IN ACCORDANCE WITH BCA 5.6.6.
- CORROSION PROTECTION SHALL BE SUITED TO THE SITE CONTEXT AND PROVIDED FOR BUILT-IN STRUCTURAL STEEL MEMBERS SUCH AS STEEL LINTELS, SHELF ANGLES, CONNECTORS, ACCESSORIES (OTHER THAN WALL TIES) IN ACCORDANCE WITH TABLE 4.1 OF AS4773.1 MASONRY IN SMALL BUILDINGS, PART 1: DESIGN.
- SHEET ROOFING SHALL BE PROTECTED FROM CORROSION IN A MANNER APPROPRIATE TO THE SITE CONTEXT, IN ACCORDANCE WITH BCA TABLE 7.2.2A.
- SINGLE LEAF MASONRY WALLS SHALL BE WEATHERPROOFED PER BCA 5.7.6.
- IN CLIMATE ZONES 6, 7 AND UNLESS EXCLUDED BY BCA 10.8.3(2) ROOFS SHALL BE PROVIDED WITH VENTILATION OPENINGS PER BCA 10.8.3.
- EXTERNAL WATERPROOFING FOR ON FLAT ROOFS, ROOF TERRACES, BALCONIES AND TERRACES AND OTHER SIMILAR HORIZONTAL SURFACES LOCATED ABOVE INTERNAL SPACES OF A BUILDING SHALL COMPLY WITH BCA H2D8.
- WATERPROOFING OF WET AREAS - BEING BATHROOMS, SHOWERS, SHOWER ROOMS, LAUNDRIES, SANITARY COMPARTMENTS AND THE LIKE - SHALL BE PROVIDED IN ACCORDANCE WITH BCA 10.2.
- BALCONY WATERPROOFING SHALL BE INSTALLED IN ACCORDANCE WITH AS4654.1 & AS4654.2.+

GLAZING

- GLAZED UNITS SHALL BE INSTALLED IN ACCORDANCE WITH BCA 8.3.2.
- FULLY FRAMED GLAZING INSTALLED IN THE PERIMETER OF BUILDINGS SHALL COMPLY WITH BCA 8.3.3.
- GLASS – INCLUDING, BUT NOT LIMITED TO, WINDOWS, DOORS, SCREENS, PANELS, SPLASHBACKS AND BARRIERS – SHALL COMPLY WITH BCA 3.3.3.
- GLAZING SUBJECT TO HUMAN IMPACT SHALL COMPLY WITH BCA 8.4.

FOOTINGS

- FOOTINGS SHALL NOT, UNDER ANY CIRCUMSTANCE, ENCROACH OVER TITLE BOUNDARIES OR EASEMENT LINES.
- ALL CONCRETE FOOTINGS SHALL BE FOUNDED AT A DEPTH TO A MINIMUM REQUIRED BEARING CAPACITY AND/OR IN ACCORDANCE WITH RECOMMENDATIONS CONTAINED IN SOIL REPORT (OR OTHERWISE AT ENGINEER'S DISCRETION).

STORMWATER AND SEWERS

- COVERS TO UNDERGROUND STORMWATER DRAINS SHALL BE NOT LESS THAN:
  - 100MM UNDER SOIL
  - 50MM UNDER PAVED OR CONCRETE AREAS
  - 100MM UNDER UNREINFORCED CONCRETE OR PAVED DRIVEWAYS
  - 75MM UNDER REINFORCED CONCRETE DRIVEWAYS
- THE BUILDER AND SUBCONTRACTOR SHALL ENSURE THAT ALL STORMWATER DRAINS, SEWER PIPES AND THE LIKE ARE LOCATED AT A SUFFICIENT DISTANCE FROM ANY BUILDINGS, FOOTING/ SLAB EDGE BEAMS SO AS TO PREVENT GENERAL MOISTURE PENETRATION, DAMPNESS, WEAKENING AND UNDERMINING OF ANY BUILDING AND ITS FOOTING SYSTEM.

SERVICES

- SOLAR COLLECTOR PANEL LOCATIONS ARE INDICATIVE ONLY. LOCATION AND SIZE ARE DEPENDENT ON MANUFACTURER'S/INSTALLER'S RECOMMENDATION.
- DUCTWORK FOR HEATING AND COOLING SYSTEMS SHALL COMPLY WITH AS4254 & AS/NZS 4859.1 IN ACCORDANCE WITH CLIMATE ZONE REQUIREMENTS SET DOWN IN BCA TABLE 3.

SAFETY OF BUILDING USERS

- WHERE STAIRS, RAMPS AND BALUSTRADES ARE TO BE CONSTRUCTED, THESE SHALL COMPLY WITH ALL PROVISIONS OF BCA 11.2.
- OTHER THAN SPIRAL STAIRS:
  - RISERS SHALL BE 190MM MAX AND 115MM MIN
  - GOINGS SHALL BE 355MM MAX AND 240MM MIN
  - 2R+G SHALL BE 700MM MAX AND 550MM MIN
  - THERE SHALL BE LESS THAN 125MM GAP BETWEEN OPEN TREADS.
- ALL TREADS, LANDINGS AND THE LIKE SHALL HAVE A SLIP RESISTANCE CLASSIFICATION OF P3 OR R10 FOR DRY SURFACE CONDITIONS AND P4 OR R11 FOR WET SURFACE CONDITIONS, OR A NOSING STRIP WITH A SLIP-RESISTANCE CLASSIFICATION OF P3 FOR DRY SURFACE CONDITIONS AND P4 FOR WET SURFACE CONDITIONS.
- BARRIERS SHALL BE PROVIDED WHERE IT IS POSSIBLE TO FALL 1M OR MORE FROM THE LEVEL OF THE TRAFFICABLE SURFACE TO THE SURFACE BENEATH. SUCH BARRIERS (OTHER THAN TENSIONED WIRE BARRIERS) SHALL BE:
  - 1000MM MIN ABOVE FINISHED STAIR LEVEL (FSL) OF BALCONIES, LANDINGS ETC; AND
  - 865MM MIN ABOVE FSL OF STAIR NOSING OR RAMP; AND
  - VERTICAL, WITH GAPS OF NO MORE THAN 125MM.
- WHERE THE FLOOR BELOW A BEDROOM WINDOW IS 2M OR MORE ABOVE THE SURFACE BENEATH, THE WINDOW SHALL COMPLY WITH BCA CLAUSE 11.3.7.
- WHERE THE FLOOR BELOW A WINDOW OTHER THAN IN A BEDROOM IS 4M OR MORE ABOVE THE SURFACE BENEATH, THE WINDOW SHALL COMPLY WITH BCA CLAUSE 11.3.8.
- WHERE A BEDROOM WINDOW IS 2M OR MORE ABOVE THE SURFACE BENEATH, OR IT IS POSSIBLE TO FALL 4M OR MORE FROM THE LEVEL OF ANY TRAFFICABLE SURFACE TO THE SURFACE BENEATH, ANY HORIZONTAL ELEMENT WITHIN A BARRIER BETWEEN 150MM AND 760MM ABOVE THE FLOOR SHALL NOT FACILITATE CLIMBING.
- HANDRAILS SHALL BE CONTINUOUS, WITH TOPS SET >865MM VERTICALLY ABOVE STAIR NOSING AND FLOOR SURFACE OF RAMPS.
- WIRE BARRIERS SHALL COMPLY WITH BCA 11.3.4 AND 11.3.6.
- A GLASS BARRIER OR WINDOW SERVING AS A BARRIER SHALL COMPLY WITH BCA H1D8.
- CLASS 1 BUILDINGS WITH AIR PERMEABILITY OF NOT MORE THAN 5 M³/HR.M² AT 50 PA SHALL BE PROVIDED WITH A MECHANICAL VENTILATION SYSTEM COMPLYING WITH H6V3.INWARD-OPENING SWING DOORS TO FULLY ENCLOSED SANITARY COMPARTMENTS SHALL COMPLY WITH BCA CLAUSE 10.4.2.
- ALL SHOWER WALLS AND WALLS ADJACENT TO TOILET SHALL BE BRACED WITH 12MM PLY FOR FUTURE GRAB RAILS OR SUPPLY NOGGINGS WITH A THICKNESS OF AT LEAST 25MM IN ACCORDANCE WITH RECOMMENDATIONS OF LIVEABLE HOUSING DESIGN GUIDELINES.
- FLOORING IN WET AREAS, LAUNDRY AND KITCHEN SHALL BE SLIP RESISTANT.
- DOOR HARDWARE SHALL BE INSTALLED 900MM – 1100MM ABOVE THE FINISHED FLOOR.
- THERE SHALL BE A LEVEL TRANSITION BETWEEN ABUTTING INTERNAL SURFACES (A MAXIMUM VERTICAL TOLERANCE OF 5MM BETWEEN ABUTTING SURFACES IS ALLOWABLE PROVIDED THE LIP IS ROUNDED OR BEVELLED).

TIMBER FRAMING

- STANDARD TIMBER ROOFING AND WALL FRAMING SHALL BE PROVIDED IN ACCORDANCE WITH AS1684 (RESIDENTIAL TIMBER-FRAMED CONSTRUCTION) AND ALL RELEVANT SUPPLEMENTS.

ELECTRICAL

- SMOKE DETECTORS SHALL BE FITTED WHERE NONE ARE PRESENT, OR WHERE EXISTING ARE NON-COMPLIANT WITH AS3786.
- NEW SMOKE DETECTORS SHALL BE INTERCONNECTED; MAINS-POWERED; AND LOCATED AND INSTALLED PER BCA 9.5.2 AND 9.5.4.
- LIGHT SWITCHES SHALL BE POSITIONED IN A CONSISTENT LOCATION 900MM – 1100MM ABOVE THE FINISHED FLOOR LEVEL; HORIZONTALLY ALIGNED WITH THE DOOR HANDLE AT THE ENTRANCE TO A ROOM.
- POWER POINTS SHALL NOT BE INSTALLED LOWER THAN 300MM ABOVE FINISHED FLOOR LEVEL.
- ALL ELECTRICAL PENETRATIONS SHALL BE SEALED USING MATERIAL APPROPRIATE TO THE RATING OF THE CABLE AND/OR DEVICE.
- ONLY STAMPED IC4-RATED DOWNLIGHTS SHALL BE INSTALLED AND INSULATION SHALL NOT BE PENETRATED FOR DOWNLIGHTS.
- DUCTWORK FOR EXHAUST FANS AND HEATING AND COOLING SYSTEMS SHALL COMPLY WITH AS4254 & AS/NZS 4859.1 IN ACCORDANCE WITH CLIMATE ZONE REQUIREMENTS SET DOWN IN BCA 13.7.4.
- EXHAUST FROM A BATHROOM, SANITARY COMPARTMENT OR LAUNDRY SHALL BE DISCHARGED DIRECTLY VIA AN INSULATED SHAFT OR R1 INSULATED DUCTING TO OUTDOOR AIR. MINIMUM FLOW RATES SHALL BE:
  - 40 L/S FOR KITCHEN & LAUNDRY
  - 25 L/S FOR BATHROOM OR SANITARY COMPARTMENT.
- AN EXHAUST SYSTEM THAT IS NOT RUN CONTINUOUSLY AND IS SERVING A BATHROOM OR SANITARY COMPARTMENT THAT IS NOT VENTILATED IN ACCORDANCE WITH BCA 10.8.2(A) SHALL BE INTERLOCKED WITH THE ROOM'S LIGHT SWITCH; AND INCLUDE A 10 MINUTE RUN-ON TIMER.
- EXHAUST FANS, RANGEHOODS AND THE LIKE SHALL BE INSTALLED WITH SELF-CLOSING DAMPERS.

BUILDING THERMAL PERFORMANCE

- WORKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STAMPED PLANS ENDORSED BY XXX, ACCREDITED THERMAL PERFORMANCE ASSESSOR DMNXXX, WITHOUT ALTERATION.
- INSULATION SHALL BE INSTALLED TIGHT AND CONTINUOUS, WITHOUT GAPS AND CRACKS, HARD UP AGAINST INTERNAL LININGS (INCLUDING SUBFLOOR). THERE SHALL BE NO AIR GAP BETWEEN AN INTERNAL LINING AND INSULATION. JUNCTIONS BETWEEN INTERNAL AND EXTERNAL WALLS SHALL BE INSULATED.
- INSULATION SHALL NOT BE CRUSHED OR COMPRESSED.
- BOX GUTTERS AND MANHOLE COVERS SHALL BE INSULATED TO THE SAME R-VALUE AS THE ROOF, USING INSULATION BATTS OR BLANKET OR CLOSED-CELL FOAM.
- DOWNLIGHTS SHALL BE STAMPED AS IC4 RATED, AIRTIGHT AND COVERED BY INSULATION.
- IN CLIMATE ZONES 6, 7 AND 8, A VAPOUR PERMEABLE LAYER SHALL BE INSTALLED PER MANUFACTURER'S INSTRUCTIONS IN ALL NEW EXTERNAL WALLS. THE MATERIAL SHALL BE OVERLAPPED AND FULLY TAPED ON THE EXTERNAL SIDE TO ENSURE A TIGHT SEAL. ALL PENETRATIONS IN THE MEMBRANE SHALL BE SEALED, ENSURING THAT THE MATERIAL COVERS GAPS BETWEEN STUDS AND DOORS AND WINDOW FRAMES. ANY FLASHING AROUND WINDOWS SHALL BE TAPED OVER THE BUILDING WRAP.
- WHERE A FOIL-BACKED MEMBRANE IS USED, TIMBER BATTENS SHALL BE USED TO MINIMISE THERMAL CONDUCTION.
- ALL TRADES SHALL BE INSTRUCTED TO REPLACE ANY INSULATION THEY HAVE REMOVED IN THE COURSE OF THEIR WORK AND TO TAPE ANY CUTS/PENETRATIONS IN BUILDING WRAP. ALL PENETRATIONS SHALL BE CAULKED USING A FIT-FOR-PURPOSE FLEXIBLE SEALANT.
- ALL REDUNDANT OPENINGS SUCH AS DECOMMISSIONED CHIMNEYS AND WALL VENTS SHALL BE SEALED OFF AT TOP AND BOTTOM, UNLESS AN UNFLUED GAS HEATER IS PRESENT.
- CAULKING PRODUCTS SHALL BE APPROPRIATE FOR THE INTENDED APPLICATION.
- BEFORE INSTALLING MOULDINGS, A FIT-FOR-PURPOSE, LONG-LASTING PROPRIETARY TAPE OR FLEXIBLE CAULKING PRODUCT SHALL BE USED TO SEAL JUNCTIONS OF:
  - PLASTERBOARD AND FLOOR
  - PLASTERBOARD AND TOP PLATE (FOR SQUARE SET CORNICES)
  - VERTICAL AND HORIZONTAL PLASTERBOARD
  - TOPS, BOTTOMS AND SIDES OF ARCHITRAVES AND PLASTERBOARD.
  - ALL EXHAUST FANS AND DUCTS, INCLUDING RANGEHOODS, SHALL BE FITTED WITH SELF-CLOSING MECHANISMS.
- EXTERNAL DOORS AND WINDOWS SHALL BE DRAUGHTPROOFED PER BCA 13.4.4 USING A DURABLE, FIT-FOR-PURPOSE SEAL.
- CAVITY SLIDER POCKETS SHALL BE SEALED BEFORE INSTALLATION, EITHER BY WRAPPING WITH VAPOUR PERMEABLE MEMBRANE, OR BY SCREWING PLASTER SECURELY TO THE FRAME AND APPLYING A SILICON BEAD.
- CONDITIONED CLASS 1 AND UNCONDITIONED CLASS 10A SPACES SHALL BE SEPARATED BY INSULATION. ANY OPENINGS BETWEEN SUCH SPACES SHALL BE WEATHER-STRIPPED.
- WINDOW SIZES NOMINATED ARE NOMINAL. ACTUAL SIZE MAY VARY MINIMALLY ACCORDING TO MANUFACTURER; HOWEVER, OPENING STYLES, OVERALL SIZE, U-VALUE AND SHGC VALUES ARE INBUILT INTO THE ENERGY RATING AND MAY NOT BE ALTERED WITHOUT THE EXPRESS APPROVAL OF THE PROJECT'S ENERGY RATER.

SITE CLASSIFICATION

SITE CLASSIFICATION AS CLASS:	CLASS
REFER TO SOIL REPORT NO:	NUMBER
BY:	COMPANY

WIND SPEED ASSESSMENT

WIND SPEED CATEGORY:	CLASS
REPORT NO:	NUMBER
BY:	COMPANY

BUSHFIRE ATTACK ASSESSMENT

BUSHFIRE ATTACK LEVEL:	CLASS
REPORT NO:	NUMBER
BY:	COMPANY

AUTHORITIES/CONSULTANTS

MUNICIPALITY NAME:	CARDINIA SHIRE COUNCIL
SEWAGE AUTHORITY:	SOUTH EAST WATER
CONSULTING STRUCTURAL ENGINEER:	TBC
GEOTECHNICAL ENGINEER	SOIL TEST EXPRESS
THERMAL PERFORMANCE ASSESSOR:	PASSIVENERGY

Cardinia

ADVERTISED MATERIAL

Planning Application: T250631

Date Prepared: 27 November 2025

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PROJECT ADDRESS:

2-PS540273
TOOMUC VALLEY ROAD,
PAKENHAM, 3810

CLIENTS

[redacted]

ISSUE	AMENDMENT
A	TOWN PLANNING
B	RFI RESPONSE

SHEET NO:	SCALE:
1 of 6	
DRAWN BY:	**CHECKED BY:**
NT	NT
ISSUE:	**DATE:**
B	26/11/25

DENSITY DEVELOPMENTS

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ABN: 65 681 925 379
REGISTERED BUILDING DESIGNER: NICK TZOVARAS
EMAIL: INFO@DENSITYDEVELOPMENTS.COM.AU
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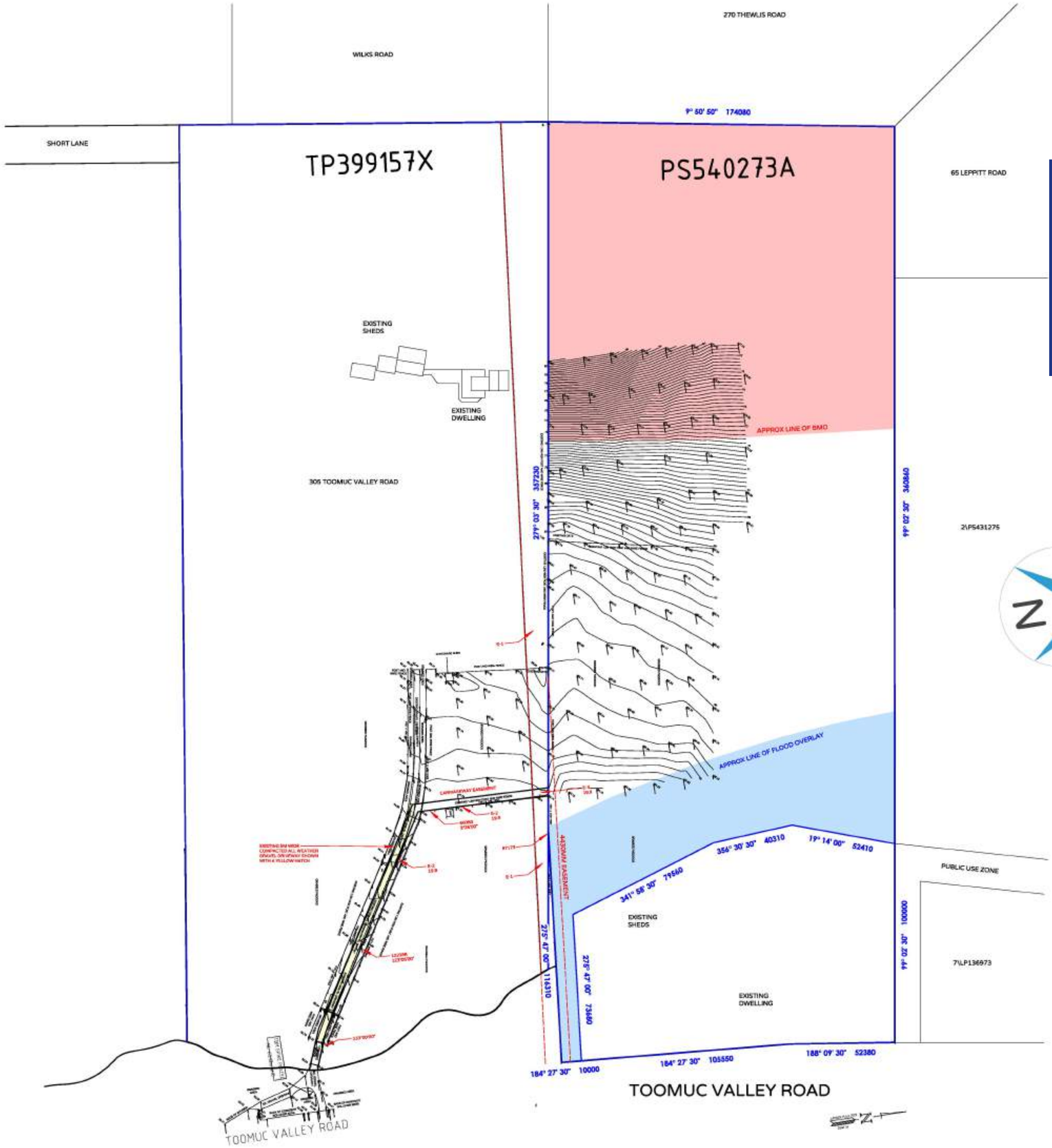
EXISTING SITE PLAN

24009



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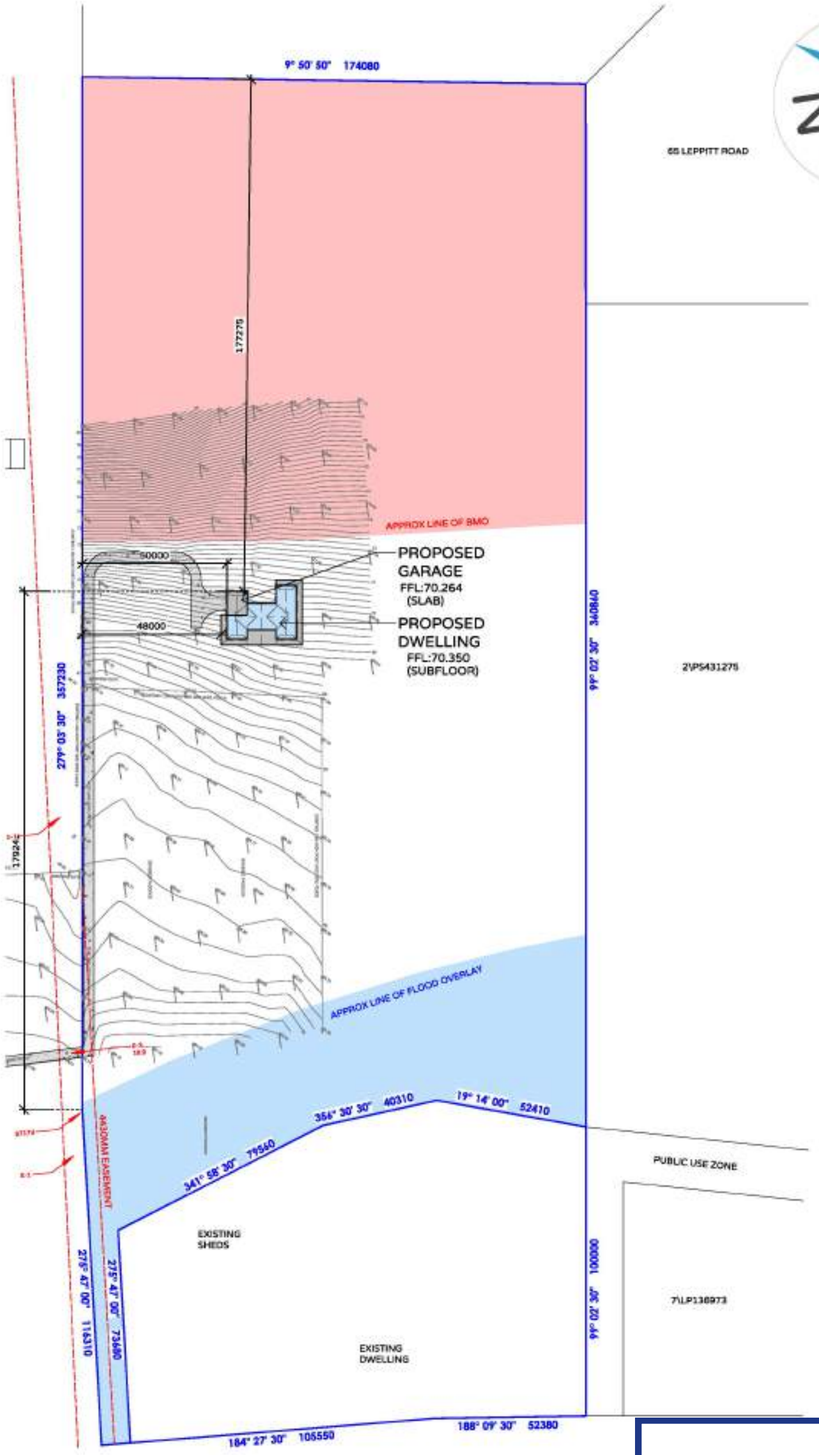
SITE AREA ANALYSIS

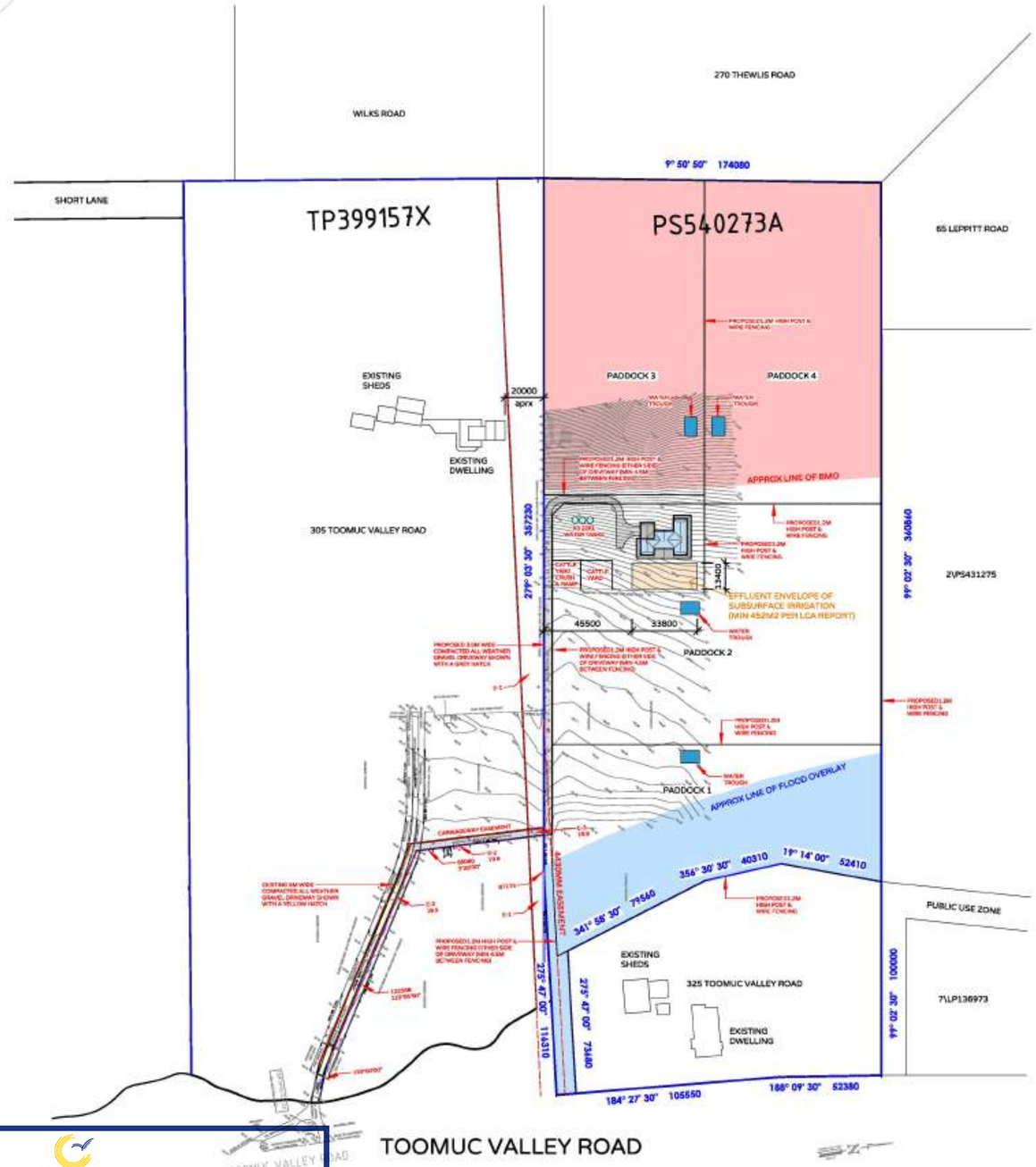
DESCRIPTION	SQUARE METERAGE	PERCENTAGE
<varies>	64494.83 m²	99.24%
NON-COMPLIANT GARDEN AREA	0.00 m²	0.00%
TOTAL PERMEABLE SPACE	64494.83 m²	99.24%
SITE COVERAGE	496.42 m²	0.76%
PAVED AREA	0.00 m²	0.00%
DRIVEWAY AREA	0.00 m²	0.00%
TOTAL HARD COVER	496.42 m²	0.76%
Area	0.00 m²	0.00%
	0.00 m²	0.00%
SITE AREA	64991.25 m²	100.00%

PROPOSED SITE & LOCALITY PLAN

24009



SITE PLAN
1 : 1500



LOCALITY PLAN
1 : 2000

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Area	0.00 m²	0.00%
	0.00 m²	0.00%
SITE AREA	64991.25 m²	100.00%

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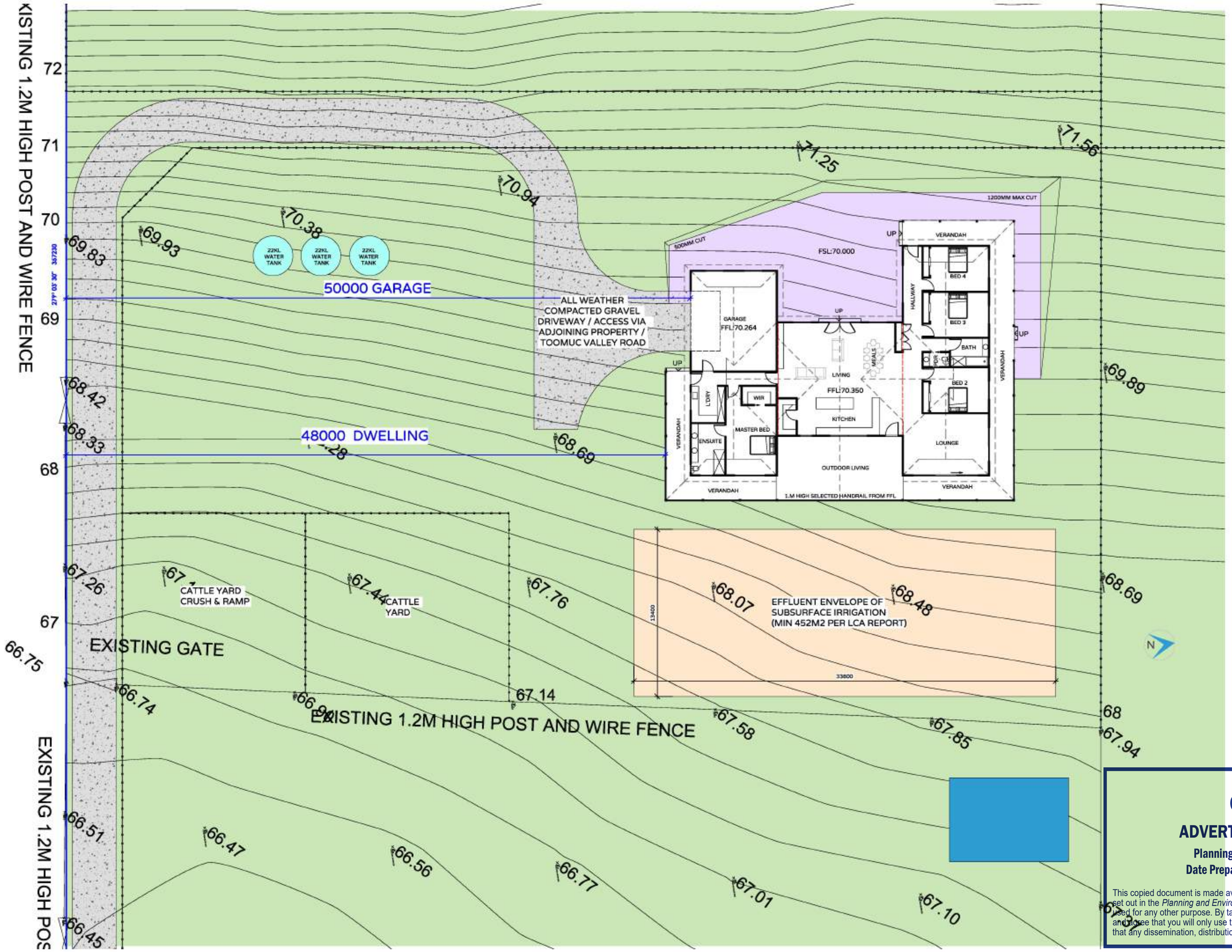
GROUND FLOOR SITE ANALYSIS PLAN

24009



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PROPOSED ELEVATIONS

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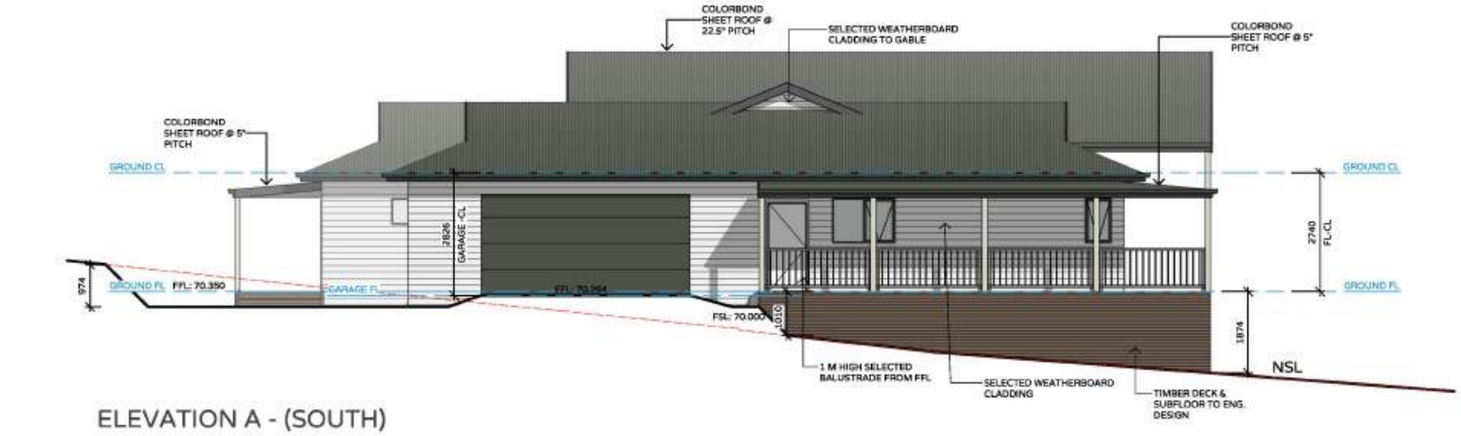
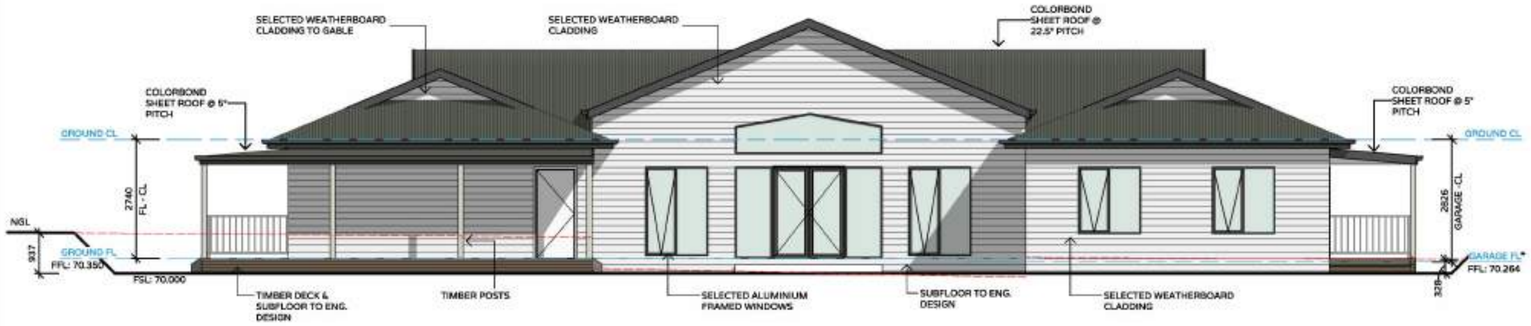
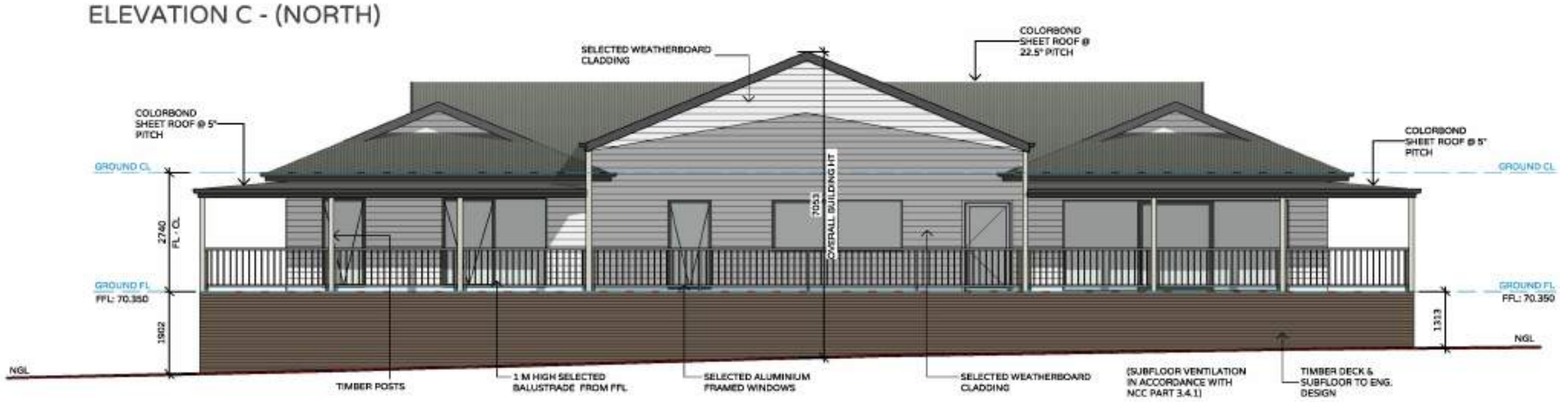


ELEVATION A - (SOUTH)



ELEVATION B - (WEST)

ELEVATION C - (NORTH)



ELEVATION D - (EAST)

MATERIALS & COLOURS SCHEDULE

ROOFING	COLORBOND CUSTOM ORB SHEET ROOF WOODLAND GREY OR SIMILAR
EXTERIOR WALLS	HORIZONTAL LINEA WEATHERBOARD WHITE OR SIMILAR
WINDOW & DOOR FRAMES	ALUMINIUM WOODLAND GREY OR SIMILAR
FASCIAS & GUTTERS	ALUMINIUM WOODLAND GREY OR SIMILAR
DECKING	TIMBER/ TIMER LOOK BROWN OR SIMILAR
GARAGE DOOR	ALUMINIUM WOODLAND GREY OR SIMILAR

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PROPOSED GROUND FLOOR

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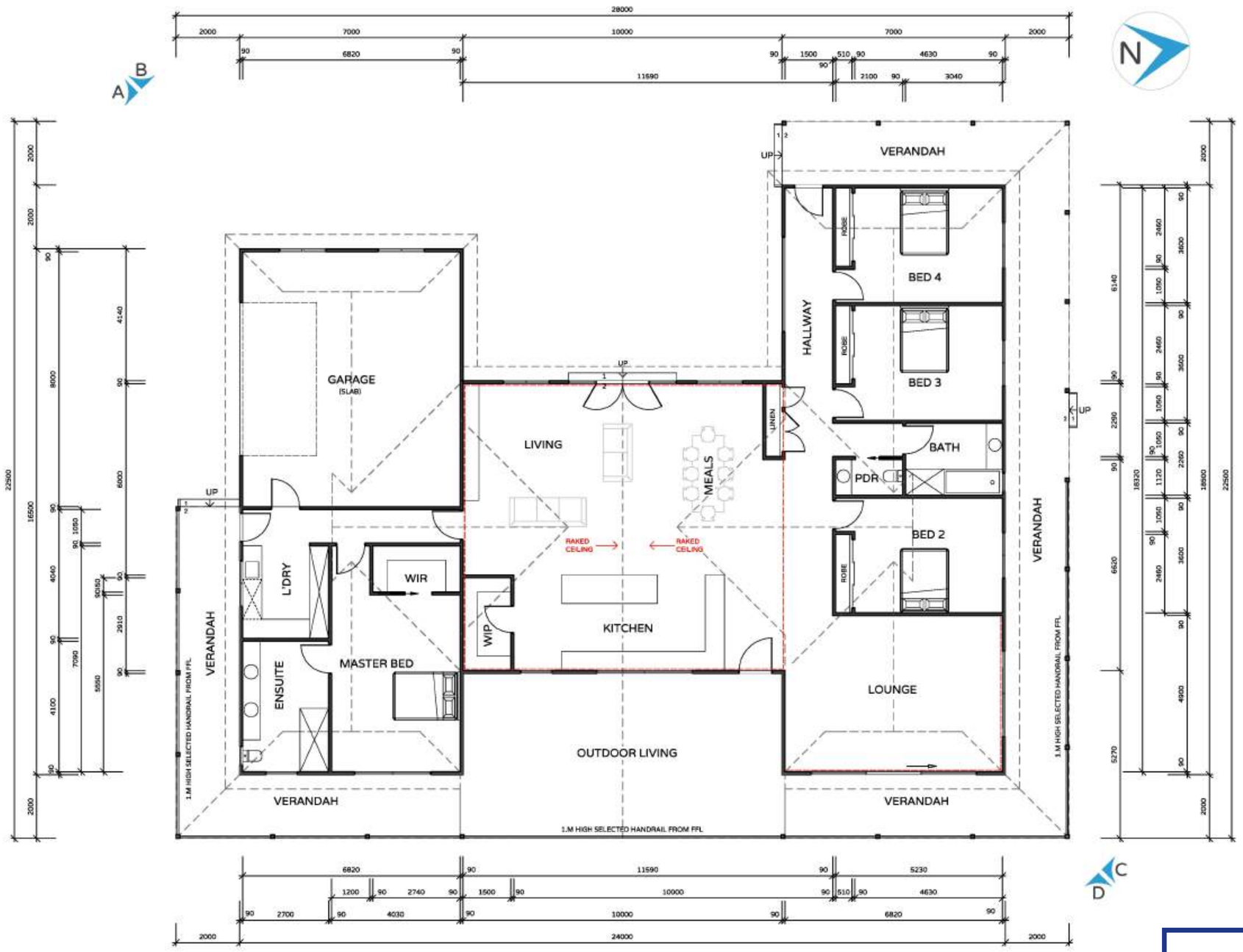

AREA TABLE

LOCATION	SQUARE METERS	BUILDING SQUARES
GROUND FLOOR	280.53 m^2	30.20
SUB TOTAL:	280.53 m^2	30.20
GARAGE	56.27 m^2	6.06
VERANDAH	107.46 m^2	11.57
OUTDOOR LIVING	52.16 m^2	5.61
TOTAL OTHER	215.89 m^2	23.24
TOTAL AREA	496.42 m^2	53.44

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