

# Notice of Application for a Planning Permit



The land affected by the application is located at:	L6 PS718009 V11644 F015 12 Ravendene Court, Maryknoll VIC 3812
The application is for a permit to:	Buildings and works for a dwelling extension
A permit is required under the following clauses of the planning scheme:	
43.02-2	Construct a building or construct or carry out works
42.01-2	Construct a building or construct or carry out works

## APPLICATION DETAILS

The applicant for the permit is:	AD Drafting Services
Application number:	T250772

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.

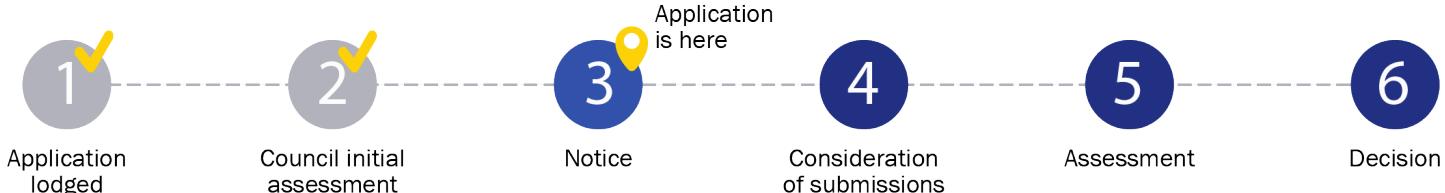
Documents can also be viewed on Council's website at [cardinia.vic.gov.au/advertisedplans](http://cardinia.vic.gov.au/advertisedplans) or by scanning the QR code.



## 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:	<b>06 March 2026</b>
--	----------------------

WHAT ARE MY OPTIONS?	An objection must:	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.
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.	<ul style="list-style-type: none"><li>be made to the Responsible Authority in writing;</li><li>include the reasons for the objection; and</li><li>state how the objector would be affected.</li></ul>	



### ADVERTISED MATERIAL

Planning Application: T250772  
Date Prepared: 18 February 2026

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Planning Enquiries  
 Phone: 1300 787 624  
 Web: [www.cardinia.vic.gov.au](http://www.cardinia.vic.gov.au)

**Office Use Only**

Application No.:

Date Lodged: / /

# Application for a Planning Permit

If you need help to complete this form, read **MORE INFORMATION** at the end of this form.

**⚠** Any material submitted with this application, including plans and personal information, will be made available for public viewing, including electronically, and copies may be made for interested parties for the purpose of enabling consideration and review as part of a planning process under the *Planning and Environment Act 1987*. If you have any questions, please contact Council's planning department.

**⚠** Questions marked with an asterisk (\*) must be completed.

**⚠** If the space provided on the form is insufficient, attach a separate sheet.

**i** Click for further information.

**Clear Form**

## The Land **i**

Address of the land. Complete the Street Address and one of the Formal Land Descriptions.

**Street Address \***

Unit No.:	St. No.: 12	St. Name: Ravendene Court
Suburb/Locality: Maryknoll		Postcode: 3812

**Formal Land Description \***

Complete either A or B.

**⚠** This information can be found on the certificate of title.

If this application relates to more than one address, attach a separate sheet setting out any additional property details.

A	Lot No.: 6	<input type="radio"/> Lodged Plan	<input type="radio"/> Title Plan	<input checked="" type="checkbox"/> Plan of Subdivision	No.: 718009E
OR					
B	Crown Allotment No.:		Section No.:		
Parish/Township Name:					

## The Proposal

**⚠** You must give full details of your proposal and attach the information required to assess the application. Insufficient or unclear information will delay your application.

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

Proposed extension to existing single storey home.

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**⚠** Provide additional information about the proposal, including: plans and elevations; any information required by the planning scheme, requested by Council or outlined in a Council planning permit checklist; and if required, a description of the likely effect of the proposal.

Cost \$300,000

**⚠** You may be required to verify this estimate.  
 Insert '0' if no development is proposed.

If the application is for land within **metropolitan Melbourne** (as defined in section 3 of the *Planning and Environment Act 1987*) and the estimated cost of the development exceeds \$1 million (adjusted annually by CPI) the Metropolitan Planning Levy **must** be paid to the State Revenue Office and a current levy certificate **must** be submitted with the application. Visit [www.sro.vic.gov.au](http://www.sro.vic.gov.au) for information.

**i** Estimated cost of any development for which the permit is required \*

## Existing Conditions

Describe how the land is used and developed now \*

For example, vacant, three dwellings, medical centre with two practitioners, licensed restaurant with 80 seats, grazing.

Existing Single Storey Residence.

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

## Title Information

Encumbrances on title \*

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

- Yes (If 'yes' contact Council for advice on how to proceed before continuing with this application.)
- No
- Not applicable (no such encumbrance applies).

 Provide a full, current copy of the title for each individual parcel of land forming the subject site. The title includes: the covering 'register search statement', the title diagram and the associated title documents, known as 'instruments', for example, restrictive covenants.

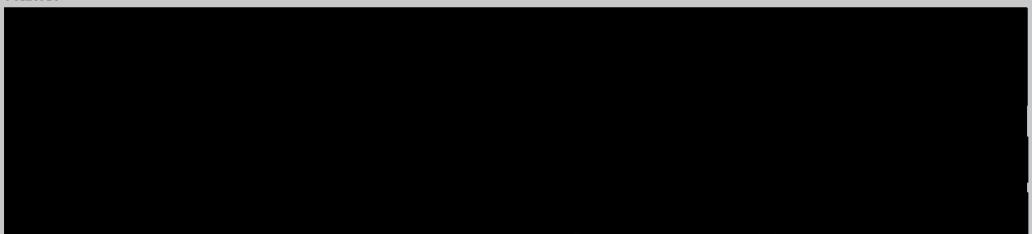
## Applicant and Owner Details

Provide details of the applicant and the owner of the land.

Applicant \*

The person who wants the permit.

Name:



Please provide at least one contact phone number \*

Contact information for applicant OR contact person below

Business phone:

Mobile phone:

Fax:

Where the preferred contact person for the application is different from the applicant, provide the details of that person.

Contact person's details\*

Same as applicant

Name:

Organisation (if applicable): AD Drafting Services

Postal Address:

If it is a P.O. Box, enter the details here:

Unit No.:

St. No.: 12

St. Name: Birdsong Rise

Suburb/Locality: Neerim South

State: VIC

Postcode: 3818

Owner \*

The person or organisation who owns the land

Where the owner is different from the applicant, provide the details of that person or organisation.



ADVERTISED MATERIAL

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Date Prepared: 18 February 2026

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Name:

Same as applicant

Title:

First Name:

Surname:

Organisation (if applicable):

Postal Address:

If it is a P.O. Box, enter the details here:

Unit No.:

St. No.:

St. Name:

Suburb/Locality:

State:

Postcode:

Owner's Signature (Optional):

Date:

day / month / year

## Declaration

This form must be signed by the applicant \*

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

I declare that I am the applicant; and that all the information in this application is true and correct; and the owner (if not myself) has been notified of the permit application.

Signature 

Date: 22/12/2025

day / month / year

## Need help with the Application?

General information about the planning process is available at [planning.vic.gov.au](http://planning.vic.gov.au)

Contact Council's planning department to discuss the specific requirements for this application and obtain a planning permit checklist. Insufficient or unclear information may delay your application.

**Has there been a pre-application meeting with a council planning officer?**

No  Yes

If 'Yes', with whom?: 

Date: 

day / month / year

## Checklist

Have you:

Filled in the form completely?

Paid or included the application fee?

**⚠** Most applications require a fee to be paid. Contact Council to determine the appropriate fee.

 Provided all necessary supporting information and documents?

A full, current copy of title information for each individual parcel of land forming the subject site.

A plan of existing conditions.

Plans showing the layout and details of the proposal.

Any information required by the planning scheme, requested by council or outlined in a council planning permit checklist.

If required, a description of the likely effect of the proposal (for example, traffic, noise, environmental impacts).

If applicable, a current Metropolitan Planning Levy certificate (a levy certificate expires 90 days after the day on which it is issued by the State Revenue Office and then cannot be used). Failure to comply means the application is void.

Completed the relevant council planning permit checklist?

Signed the declaration?

## Lodgement

**Lodge the completed and signed form, the fee and all documents with:**

Cardinia Shire Council  
PO Box 7  
Pakenham VIC 3810

In person: 20 Siding Avenue, Officer

### Contact information:

Telephone: 1300 787 624

Email: [mail@cardinia.vic.gov.au](mailto:mail@cardinia.vic.gov.au)

DX: 81006

**Deliver application in person, by post or by electronic lodgement.**

# MORE INFORMATION



## The Land

Planning permits relate to the use and development of the land. It is important that accurate, clear and concise details of the land are provided with the application.

### How is land identified?

Land is commonly identified by a street address, but sometimes this alone does not provide an accurate identification of the relevant parcel of land relating to an application. Make sure you also provide the formal land description - the lot and plan number or the crown, section and parish/township details (as applicable) for the subject site. This information is shown on the title.

See Example 1.

## The Proposal

### Why is it important to describe the proposal correctly?

The application requires a description of what you want to do with the land. You must describe how the land will be used or developed as a result of the proposal. It is important that you understand the reasons why you need a permit in order to suitably describe the proposal. By providing an accurate description of the proposal, you will avoid unnecessary delays associated with amending the description at a later date.

 Planning schemes use specific definitions for different types of use and development. Contact the Council planning office at an early stage in preparing your application to ensure that you use the appropriate terminology and provide the required details.

### How do planning schemes affect proposals?

A planning scheme sets out policies and requirements for the use, development and protection of land. There is a planning scheme for every municipality in Victoria. Development of land includes the construction of a building, carrying out works, subdividing land or buildings and displaying signs.

Proposals must comply with the planning scheme provisions in accordance with Clause 61.05 of the planning scheme. Provisions may relate to the State Planning Policy Framework, the Local Planning Policy Framework, zones, overlays, particular and general provisions. You can access the planning scheme by either contacting Council's planning department or by visiting Planning Schemes Online at [planning-schemes.delwp.vic.gov.au](http://planning-schemes.delwp.vic.gov.au)

 You can obtain a planning certificate to establish planning scheme details about your property. A planning certificate identifies the zones and overlays that apply to the land, but it does not identify all of the provisions of the planning scheme that may be relevant to your application. Planning certificates for land in metropolitan areas and most rural areas can be obtained by visiting [www.landata.vic.gov.au](http://www.landata.vic.gov.au). Contact your local Council to obtain a planning certificate in Central Goldfields, Corangamite, Macedon Ranges and Greater Geelong. You can also use the free Planning Property Report to obtain the same information.

See Example 2.

### Estimated cost of development

In most instances an application fee will be required. This fee must be paid when you lodge the application. The fee is set down by government regulations.

To help Council calculate the application fee, you must provide an accurate cost estimate of the proposed development. This cost does not include the costs of development that you could undertake without a permit or that are separate from the permit process. Development costs should be calculated at a normal industry rate for the type of construction you propose.

Council may ask you to justify your cost estimates. Costs are required solely to allow Council to calculate the permit application fee. Fees are exempt from GST.

 Costs for different types of development can be obtained from specialist publications such as Cordell Housing: Building Cost Guide or Rawlinsons: Australian Construction Handbook.

 Contact the Council to determine the appropriate fee. Go to [planning.vic.gov.au](http://planning.vic.gov.au) to view a summary of fees in the Planning and Environment (Fees) Regulations.

**Metropolitan Planning Levy** refer Division 5A of Part 4 of the *Planning and Environment Act 1987* (the Act). A planning permit application under section 47 or 96A of the Act for a development of land in metropolitan Melbourne as defined in section 3 of the Act may be a leivable application. If the cost of the development exceeds the threshold of \$1 million (adjusted annually by consumer price index) a levy certificate must be obtained from the State Revenue Office after payment of the levy. A valid levy certificate must be submitted to the responsible planning authority (usually council) with a leivable planning permit application. Refer to the State Revenue Office website at [www.sro.vic.gov.au](http://www.sro.vic.gov.au) for more information. A leivable application submitted without a levy certificate is void.

## Existing Conditions

### How should land be described?

You need to describe, in general terms, the way the land is used now, including the activities, buildings, structures and works that exist (e.g. single dwelling, 24 dwellings in a three-storey building, medical centre with three practitioners and 8 car parking spaces, vacant building, vacant land, grazing land, bush block).

Please attach to your application a plan of the existing conditions of the land. Check with the local Council for the quantity, scale and level of detail required. It is also helpful to include photographs of the existing conditions.

See Example 3.

## Title Information

### What is an encumbrance?

An 'encumbrance' is a formal obligation on the land, with the most common type being a 'mortgage'. Other common examples of encumbrances include:

 **Restrictive Covenants:** A 'restrictive covenant' is a written agreement between owners of land restricting the use or development of the land for the benefit of others, (eg. a limit of one dwelling or limits on types of building materials to be used).

**Section 173 Agreements:** A 'section 173 agreement' is a contract between an owner of the land and the Council which sets out limitations on the use or development of the land.

- Easements:** An 'easement' gives rights to other parties to use the land or provide for services or access on, under or above the surface of the land.
- Building Envelopes:** A 'building envelope' defines the development boundaries for the land.

Aside from mortgages, the above encumbrances can potentially limit or even prevent certain types of proposals.

### What documents should I check to find encumbrances?

Encumbrances are identified on the title (register search statement) under the header 'encumbrances, caveats and notices'. The actual details of an encumbrance are usually provided in a separate document (instrument) associated with the title. Sometimes encumbrances are also marked on the title diagram or plan, such as easements or building envelopes.

### What about caveats and notices?

A 'caveat' is a record of a claim from a party to an interest in the land. Caveats are not normally relevant to planning applications as they typically relate to a purchaser, mortgagee or chargee claim, but can sometimes include claims to a covenant or easement on the land. These types of caveats may affect your proposal.

Other less common types of obligations may also be specified on title in the form of 'notices'. These may have an effect on your proposal, such as a notice that the building on the land is listed on the Heritage Register.

### What happens if the proposal contravenes an encumbrance on title?

Encumbrances may affect or limit your proposal or prevent it from proceeding. Section 61(4) of the *Planning and Environment Act 1987* for example, prevents a Council from granting a permit if it would result in a breach of a registered restrictive covenant. If the proposal contravenes any encumbrance, contact the Council for advice on how to proceed.

You may be able to modify your proposal to respond to the issue. If not, separate procedures exist to change or remove the various types of encumbrances from the title. The procedures are generally quite involved and if the encumbrance relates to more than the subject property, the process will include notice to the affected party.

**⚠** You should seek advice from an appropriately qualified person, such as a solicitor, if you need to interpret the effect of an encumbrance or if you seek to amend or remove an encumbrance.

#### Why is title information required?

Title information confirms the location and dimensions of the land specified in the planning application and any obligations affecting what can be done on or with the land.

As well as describing the land, a full copy of the title will include a diagram or plan of the land and will identify any encumbrances, caveats and notices.

#### What is a 'full' copy of the title?

The title information accompanying your application must include a 'register search statement' and the title diagram, which together make up the title.

In addition, any relevant associated title documents, known as 'instruments', must also be provided to make up a full copy of the title.

Check the title to see if any of the types of encumbrances, such as a restrictive covenant, section 173 agreement, easement or building envelope, are listed. If so, you must submit a copy of the document (instrument) describing that encumbrance. Mortgages do not need to be provided with planning applications.

**⚠** Some titles have not yet been converted by Land Registry into an electronic register search statement format. In these earlier types of titles, the diagram and encumbrances are often detailed on the actual title, rather than in separate plans or instruments.

#### Why is 'current' title information required?

It is important that you attach a current copy of the title for each individual parcel of land forming the subject site. 'Current' title information accurately provides all relevant and up-to-date information.

Some councils require that title information must have been searched within a specified time frame. Contact the Council for advice on their requirements.

**⚠** Copies of title documents can be obtained from Land Registry: Level 10, 570 Bourke Street, Melbourne; 03 8636 2010; [www.landata.vic.gov.au](http://www.landata.vic.gov.au) – go direct to "titles & property certificates".

### Applicant and Owner Details

This section provides information about the permit applicant, the owner of the land and the person who should be contacted about any matters concerning the permit application.

The applicant is the person or organisation that wants the permit. The applicant can, but need not, be the contact person.

In order to avoid any confusion, the Council will communicate only with the person who is also responsible for providing further details. The contact may be a professional adviser (e.g. architect or planner) engaged to prepare or manage the application. To ensure prompt communications, contact details should be given.

Check with Council how they prefer to communicate with you about the application. If an email address is provided this may be the preferred method of communication between council and the applicant/contact.

The owner of the land is the person or organisation who owns the land at the time the application is made. Where a parcel of land has been sold and an application made prior to settlement, the owner's details should be identified as those of the vendor. The owner can, but need not, be the contact or the applicant.

See Example 4.

### Declaration

The declaration should be signed by the person who takes responsibility for the accuracy of all the information that is provided. This declaration is a signed statement that the information included with the application is true and correct at the time of lodgement.

The declaration can be signed by the applicant or owner. If the owner is not the applicant, the owner must either sign the application form or must be notified of the application which is acknowledged in the declaration.

**⚠** Obtaining or attempting to obtain a permit by wilfully making or causing any false representation or declaration, either orally or in writing, is an offence under the *Planning and Environment Act 1987* and could result in a fine and/or cancellation of the permit.

### Need help with the Application?

If you have attended a pre-application meeting with a Council planner, fill in the name of the planner and the date, so that the person can be consulted about the application once it has been lodged.

### Checklist

#### What additional information should you provide to support the proposal?

You should provide sufficient supporting material with the application to describe the proposal in enough detail for the Council to make a decision. It is important that copies of all plans and information submitted with the application are legible.

There may be specific application requirements set out in the planning scheme for the use or development you propose. The application should demonstrate how these have been addressed or met.

The checklist is to help ensure that you have:

- provided all the required information on the form
- included payment of the application fee
- attached all necessary supporting information and documents
- completed the relevant Council planning permit checklist
- signed the declaration on the last page of the application form

**⚠** The more complete the information you provide with your permit application, the sooner Council will be able to make a decision.

### Lodgement

The application must be lodged with the Council responsible for the planning scheme in which the land affected by the application is located. In some cases the Minister for Planning or another body is the responsible authority instead of Council. Ask the Council if in doubt.

Check with Council how they prefer to have the application lodged. For example, they may have an online lodgement system, prefer email or want an electronic and hard copy. Check also how many copies of plans and the size of plans that may be required.

Contact details are listed in the lodgement section on the last page of the form.

**⚠** Approval from other authorities: In addition to obtaining a planning permit, approvals or exemptions may be required from other authorities or Council departments. Depending on the nature of your proposal, these may include food or health registrations, building permits or approvals from water and other service authorities.



# EXAMPLES

## Example 1

### The Land i

Address of the land. Complete the Street Address and one of the Formal Land Descriptions.

**Street Address \***

St. No.:	26	St. Name:	Planmore Avenue
Suburb/Locality:	HAWTHORN		
A	<input type="radio"/> Lodged Plan	<input type="radio"/> Title Plan	<input checked="" type="radio"/> Plan of Subdivision
OR			
B			

**Formal Land Description \***

Complete either A or B.

**⚠** This information can be found on the certificate of title.

If this application relates to more than one address, attach a separate sheet setting out any additional property details.

## Example 2

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

*Construction of two, double-storey dwellings and construction of two new crossovers.*

Provide additional information about the proposal, including: plans and elevations; any information required by the planning scheme, requested by Council or outlined in a Council planning permit checklist; and if required, a description of the likely effect of the proposal.

## Example 3

### Existing Conditions i

**Describe how the land is used and developed now \***

For example, vacant, three dwellings, medical centre with two practitioners, licensed restaurant with 80 seats, grazing.

*Single dwelling.*

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

## Example 4

### Applicant and Owner Details i

Provide details of the applicant and the owner of the land.

**Applicant \***

The person who wants the permit.

Name:			
Title:	Mr	First Name:	Len
Organisation (if applicable):	Responsible Developers P/L		
Postal Address:	If it is a P.O. Box, enter the details here:		
Unit No.:	4	St. No.:	12
St. Name:	Ardour Lane		
Suburb/Locality:	Wucheproof	State:	Vic
Postcode:	3527		

*Please provide at least one contact phone number \**

**Contact information for applicant OR contact person below**

Business phone:	9123 4567	Email:	tcpl@bigpond.net.au
Mobile phone:	0412 345 678		
Fax:	9123 4567		

**Contact person's details\***

Same as applicant

Name:			
Title:	Mr	First Name:	Andrew
Organisation (if applicable):	Town Planning Consultants		
Postal Address:	If it is a P.O. Box, enter the details here:		
Unit No.:	St. No.:	St. Name:	PO Box 111
Suburb/Locality:	Parkdale		
State:	Vic	Postcode:	3194

**Owner \***

The person or organisation who owns the land

*Where the owner is different from the applicant, provide the details of that person or organisation.*

Name:			
Title:	First Name:	Surname:	Same as applicant <input type="checkbox"/>
Organisation (if applicable):			
Postal Address:	If it is a P.O. Box, enter the details here:		
Unit No.:	St. No.:	St. Name:	
Suburb/Locality:	State:	Postcode:	
Owner's Signature (Optional):		Date:	day / month / year



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Date Prepared: 18 February 2026

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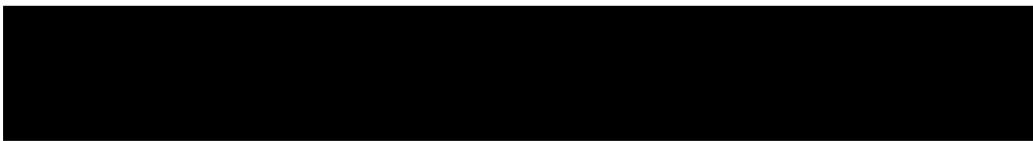
**REGISTER SEARCH STATEMENT (Title Search) Transfer of  
Land Act 1958**

Page 1 of 1

VOLUME 11644 FOLIO 015

Security no : 124130962540R  
Produced 22/12/2025 04:15 PM**LAND DESCRIPTION**

Lot 6 on Plan of Subdivision 718009E.  
PARENT TITLE Volume 11629 Folio 142  
Created by instrument PS718009E 01/04/2016

**REGISTERED PROPRIETOR****ENCUMBRANCES, CAVEATS AND NOTICES**

COVENANT PS718009E 01/04/2016

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  
AH662596K 09/12/2010

AGREEMENT Section 173 Planning and Environment Act 1987  
AK702968D 08/11/2013

AGREEMENT Section 173 Planning and Environment Act 1987  
AM601261U 02/03/2016

**DIAGRAM LOCATION**

SEE PS718009E FOR FURTHER DETAILS AND BOUNDARIES



**Cardinia**  
ADVERTISED MATERIAL  
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**ACTIVITY IN THE LAST 125 DAYS**

NIL

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

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

Street Address: 12 RAVENDENE COURT MARYKNOLL VIC 3812

DOCUMENT END

# Imaged Document Cover Sheet

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AK702968D

08/11/2013

\$113

173



maintaining publicly searchable  
registers and indexes.

**Application by a Responsible Authority for the making of a  
Recording of an Agreement**  
Section 181 Planning and Environment Act 1987

Lodged by:

Name: Duffy & Simon  
Phone: (03) 5945 5216  
Address: DX 81001 Pakenham  
Reference: EH:SW:12939 [REDACTED]  
Customer Code: 0756P

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

Land: (volume and folio)

Volume 9888 Folio 694 & Volume 8484 Folio 422

Responsible Authority: (full name and address including postcode)

Cardinia Shire Council of Henty Way, Pakenham, Victoria 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.

Date: 6 November 2013

Signature for Responsible Authority:



Name of Officer:

(full name)

General Manager, Planning and  
Development



---

# **Deed of Agreement**

## **Section 173 Agreement**

***Cardinia Shire Council***

**and**

**South East Water Corporation**  
**ABN 89 066 902 547**

**and**

[REDACTED]



**AK702968D**

08/11/2013 \$113 173



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## DEED OF AGREEMENT Section 173 Agreement

DATE 17/10/2013

Cardinia

### ADVERTISED MATERIAL

Planning Application: T250772

Date Prepared: 18 February 2024

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### PARTIES

Cardinia Shire Council of Henty Way, Pakenham (the "**Responsible Authority**");

**South East Water Corporation** ABN 89 066 902 547 of 20 Corporate Drive, Heatherton, Victoria, 3202 ("South East Water"); and

[REDACTED]

### RECITALS

- A. The Owner is the registered proprietor of an estate in fee simple of the land known as Lot 1 on Title Plan 142377T and being part of the land described in Certificate of Title Volume 9888 Folio 694 (the "**Land**").  
The Owner is the registered proprietor of an estate in fee simple of the land known as Lot 1 on Title Plan 334057T and being part of the land described in Certificate of Title Volume 8484 Folio 422 (the "**Land**").
- B. The Cardinia Shire Council is the Responsible Authority, under the *Planning and Environment Act 1987* (the "**Act**"), for the purposes of the Cardinia Planning Scheme (the "**Scheme**"). The Land is affected by the provisions of the Scheme.
- C. South East Water has a water supply district and a sewerage district established under the Water Act 1989; the land is included in South East Water's districts.
- D. The Responsible Authority issued a planning permit (permit no.T130008) to subdivide the Land into Two (2) allotments in accordance with plan of Subdivision no.716783W (the "**Permit**"). Pursuant to Condition 3 of the Permit, the Owner is required to enter into an agreement with South East Water for the provision of sewerage services to the Land and fulfil all requirements (in relation to the provision of sewerage infrastructure) to South East Water's satisfaction.
- E. The Responsible Authority, South East Water and the Owner have agreed to enter into this agreement pursuant to section 173 of the Act.

### OPERATIVE PROVISIONS

#### 1. DEFINITIONS AND INTERPRETATION

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##### Definitions



"**Act**" means the Planning and Environment Act 1987.

"**Agreement**" means this Deed of Agreement.

"**Chief Health Officer**" means the Chief Health Officer within the meaning of the Public Health and Wellbeing Act 2008 (Vic).

"**EPA**" means the Environment Protection Authority.

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"Land" has the meaning ascribed to it in Recital A.

"Laws" means Commonwealth, Victorian or local government legislation, regulations, by-laws and other sub-ordinate legislation, codes and policies (including the State Environment Protection Policy (Waters of Victoria)), judicial, administrative or regulatory decrees, judgments or orders from time to time including as amended or modified or re-enacted from time to time.

"Sewage" means sewage as defined in the Water Act 1989 (Vic).

"South East Water" means South East Water Corporation ABN 89 066 902 547 of 20 Corporate Drive, Heatherton, Victoria and includes any delegate or successor of South East Water.

"Transferee" means a person or company who takes transfer of or enters into a Contract of Sale to purchase the Land.

"Water Act" means the Water Act 1989 (Vic).

### General Interpretation

In this Agreement, unless the context otherwise requires:

- (a) a reference to any legislation or any legislative provision includes any statutory modification or re-enactment of, or legislative provisions substituted for, and any subordinate legislation issued under, that legislation or legislative provisions;
- (b) the singular includes the plural and vice versa;
- (c) a reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government, or vice versa;
- (d) a reference to any gender includes all genders;
- (e) a reference to a recital, clause, schedule, annexure or exhibit is to a recital, clause, schedule, annexure or exhibit of or to this Agreement;
- (f) a recital, schedule, annexure or a description of the parties forms part of this Agreement;
- (g) a reference to any Agreement or document is to that Agreement or document (and, where applicable, any of its provisions) as amended, innovated, supplemented, or replaced from time to time;
- (h) a reference to any party to this Agreement or any other document or arrangement includes that party's executors, administrators, substitutes, successors and permitted assigns; and
- (i) where an expression is defined, another part of the speech or grammatical form of that expression has a corresponding meaning.

### Headings

In this Agreement, headings are for convenience of reference only and do not affect interpretation.

## 2. CONFIRMATION OF RECITALS

Each of the parties to this Agreement confirms the recitals that relate to that party.

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### 3. EFFECT OF THE AGREEMENT AND REGISTRATION

#### 3.1 Agreement under Section 173 of the Act

The parties agree that without limiting or restricting the respective powers to enter into this Agreement and, in so far as it can be so treated, this Agreement is made pursuant to section 173 of the Act.

#### 3.2 Covenants to Run with the Land

The parties agree and declare that the obligations imposed on the Owner under this Agreement are intended to take effect as covenants which shall be annexed to and run at law and equity with the whole or any part of the Land and bind the Owner, its successors, transferees and permitted assigns, the registered proprietor or proprietors for the time being of the Land.

#### 3.3 Registration Memorandum

- (a) An application, pursuant to section 181 of the Act shall be made by the Responsible Authority to the Registrar of Titles for the entry of a memorandum of this Agreement upon the Certificate of Title to the Land.
- (b) The Owner shall do all things necessary to enable the application made by the Responsible Authority to be entered on the Certificate of Title to the Land, including signing any further agreement, acknowledgment or document.

### 4. COVENANTS

#### 4.1 Owner's Covenants

If a reticulated sewerage system is not provided to the Land, the Owner covenants and agrees with the Council and South East Water as follows:

- (a) It will at the written request of the Council, the Chief Health Officer or the EPA, upon 60 days notice, provide proof at the cost of the Owner, and to the satisfaction of the Council, Chief Health Officer or the EPA making the request, that:
  - (i) all sewage is being and will continue to be treated and retained within the Land without danger to public health, safety and the environment; and
  - (ii) any treatment systems meet and will continue to meet the relevant requirements of all Laws relating to such systems;
- (b) For the purpose of providing proof under clause 4.1(a), and without limiting any other form of proof that may be required, it will conduct such tests reasonably required by the Council, the Chief Health Officer or the EPA at the cost of the Owner;
- (c) It will at the written request of the Council, and at the Owner's cost:
  - (i) repair, replace or upgrade its treatment system; and
  - (ii) take any other steps required by the Council to ensure that:
    - (A) all sewage is being and will continue to be adequately treated and retained within the Land without danger to public health, safety or the environment; and



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Planning Application: T250772  
Date Prepared: 18 February 2026

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(B) any treatment system it uses meets and will continue to meet the requirements of Laws relating to such systems and the treatment of sewage from time to time;

- (d) Without limiting any powers of the Council under clause 4.1(c), if the Council is not satisfied that:
- (i) all sewage is being or will continue to be adequately treated and retained within the Land without danger to public health, safety or the environment; or
  - (ii) any treatment system used by the Owner meets and will continue to meet the requirements of all Laws relating to such systems and the treatment of sewage from time to time,

subject to clause 4.1(e), the Owner will at the written request of the Council, enter into an agreement with South East Water for the provision of reticulated sewerage services to the Land and fulfil all requirements of South East Water;

- (e) If South East Water provides, agrees to provide, or is legally required to provide reticulated sewerage services to the Land, whether pursuant to any agreement, or backlog or other program or scheme or otherwise, the Owner will pay the cost of extending and connecting the reticulated sewer and associated works to the Land, including pay the cost of any works, and pay the area contribution charge and other charges applicable from time to time.

#### **4.2 Council's and Owner's Agreements and Acknowledgments**

The Council and the Owner acknowledge and agree that:

- (a) South East Water shall not be required to enter into an agreement with the Owner for the provision of reticulated sewerage services to the Land except to the extent it is required to do so under the Water Act; and
- (b) Nothing in this Agreement shall limit the powers of South East Water under the Water Act, including Section 147 of that act.

#### **4.3 South East Water's Agreement**

Any payments required by South East Water under Sections 268 and 270 of the Water Act shall be assessed by South East Water in accordance with those respective provisions of that act.

### **5. OWNER'S INDEMNITY AND RELEASE**

The Owner agrees not to make any claim for damage or loss of any kind against the Responsible Authority or South East Water arising from or referable to the provision of sewerage services to the Land, this Agreement or any non-compliance with this Agreement. The Owner agrees to hold harmless and keep the Responsible Authority and South East Water indemnified for and against all actions, claims, liability, demands, damages, losses, expenses and/or costs by or at the instance of any person or body whatsoever and howsoever caused, including but without limiting, any claim in negligence or arising from personal injury, arising from or referable to the provision of sewerage services to the Land, this Agreement or any non-compliance with this Agreement.

### **6. OWNER'S WARRANTIES**

- (a) Without limiting the operation or effect of this Agreement, the Owner warrants



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ADVERTISED MATERIAL

Planning Application: T250772  
Date Prepared: 18 February 2012

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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 Land which may be affected by this Agreement.

- (b) The Owner covenants to obtain the consent by any mortgagee to be bound by the covenants in this Agreement if the mortgagee becomes a mortgagee in possession of the Land.
- (c) Without limiting the operation or effect of this Agreement, the Owner must ensure that until a Memorandum of this Agreement is registered on the Certificate of Title to this Land, the Owner will ensure that its' Transferees:
  - (i) give effect to, do all acts and sign all documents to give effect to this Agreement; and
  - (ii) execute a deed agreeing to be bound by this Agreement.

  
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## 7. OWNER'S OR TRANSFEREE'S DEFAULT

If the Owner or a Transferee fails to comply with the provisions of this Agreement or any requirement made under the provisions of this Agreement, the Responsible Authority or South East Water may serve a notice on the Owner or a Transferee (as the case may be) specifying the works, matters and things in respect of which the Owner or Transferee is in default. If the alleged default continues for 30 days after the service of such notice, the Responsible Authority or South East Water may by its officers, employees, agents and contractors enter the Land and ensure that the works, matters and things are carried out. The costs incurred by the Responsible Authority or South East Water in undertaking the works as a result of the Owner or Transferee's default will be payable by the Owner or the Transferee.

## 8. COSTS

The Owner will pay South East Water's and the Responsible Authority's reasonable costs and expenses in relation to the negotiation, preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until payable remain a debt due to the Responsible Authority and/or South East Water (as the case may be).

## 9. NO FETTERING OF THE RESPONSIBLE AUTHORITY'S POWERS

The parties acknowledge and agree that this Agreement 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 application to the Land or relating to any use or development of the Land.

## 10. NOTICES

Any notice under this Agreement may be served by delivering, either personally or by registered mail, to the Parties.

## 11. SEVERABILITY

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

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## 12. FURTHER ASSURANCE

Each party must promptly execute and deliver all documents and take all other actions necessary or desirable to effect, perfect or complete the transactions contemplated by the Agreement.

## 13. NO WAIVER

Any time or time indulgence granted by the Responsible Authority or South East Water to the Owner or any variation of the terms and conditions of this Agreement will not in any way amount to a waiver of any of the rights and remedies of the Responsible Entity or South East Water in relation to the terms of this Agreement.

## EXECUTED AS A DEED

**SIGNED** by and on behalf and with  
[REDACTED] Cardinia Shire Council  
[REDACTED] General Manager Planning  
& Development, in the exercise of a power  
conferred by an Instrument of Delegation  
in the presence of:

.....  
Witness

**EXECUTED** by **SOUTH EAST WATER**  
**CORPORATION**, by being signed sealed  
and delivered in Victoria by its Attorney  
[REDACTED] holds  
the position of **LEGAL COUNSEL** under  
the Power of Attorney dated 1/07/2012 in

Cardinia

### ADVERTISED MATERIAL

Planning Application: T250772

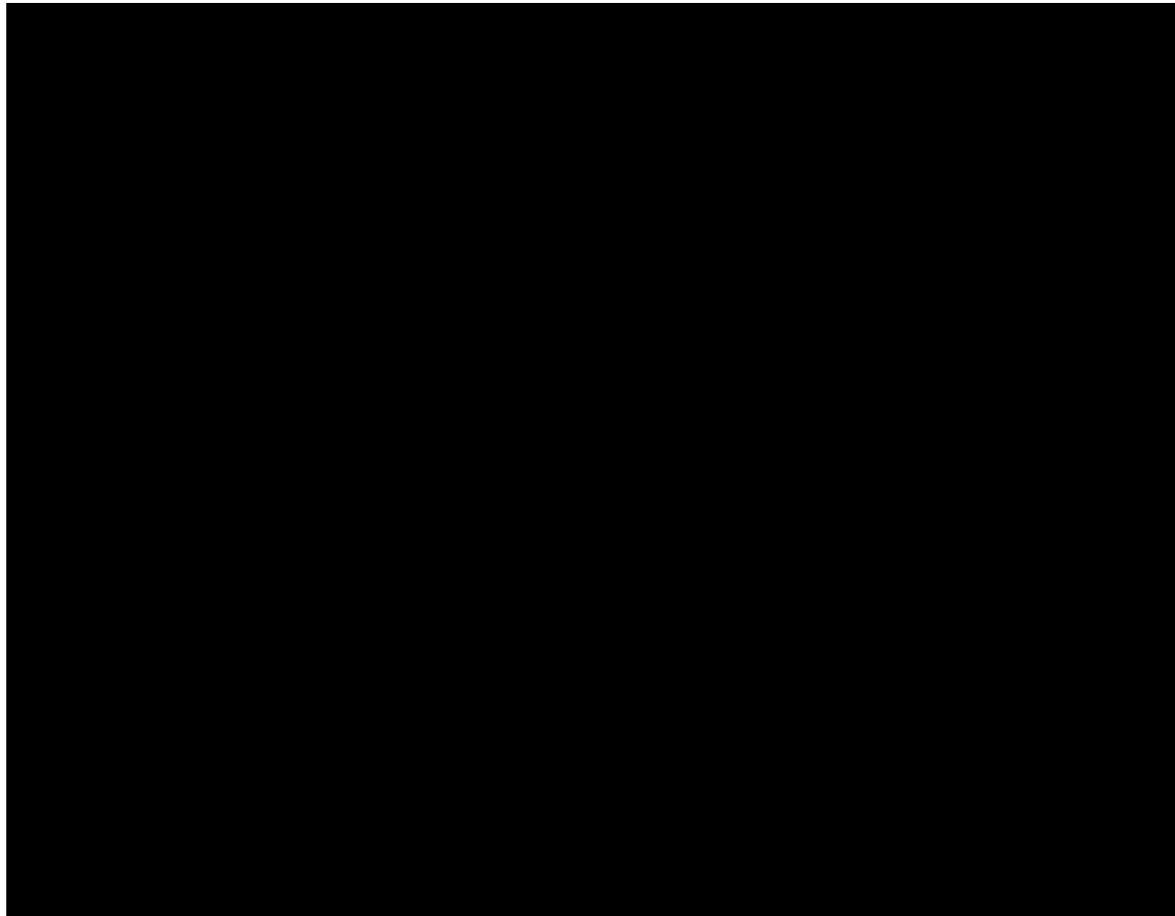
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maintaining publicly searchable registers and indexes.

# Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 Planning and Environment Act 1987

Lodged by:

Name: Falcone & Adams  
Phone: 03 5968 3666  
Address: DX 16001 Belgrave  
Reference: JSF:JP:109384  
Customer Code: 0784 J

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

Land: (*volume and folio*)

Volume 11629 Folio 142

Responsible Authority: (*full name and address including postcode*)

Cardinia Shire Council of 20 Siding Avenue, Officer, 3809

Section and Act under which agreement made:

Section 173 of the *Planning and Environment Act 1987*

A copy of the agreement is attached to

Date: 1-3-16

Signature for Responsible Authority:

Name of Officer:



## **PLANNING AND ENVIRONMENT ACT 1987**

### **SECTION 173 AGREEMENT**

between

**CARDINIA SHIRE COUNCIL**

 **Cardinia**  
**ADVERTISED MATERIAL**

Planning Application: T250772

Date Prepared: 18 February 2026

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and



in relation to

**SNELL ROAD AND WHEELER ROAD, MARYKNOLL**

**FALCONE & ADAMS**  
Lawyers  
323A Main Street  
Emerald, Victoria 3782

Ph: (03) 5968 3666  
Fax: (03) 5968 3060  
Ref: JSF:EP:109384

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THIS AGREEMENT is made the 1 day of March 2016 2015

BETWEEN:

**CARDINIA SHIRE COUNCIL**  
of 20 Siding Avenue, Officer, Victoria 3810

("the Responsible Authority")

AND

[REDACTED]

("the Owner")

**RECITALS:**

- A. The Owners are the registered proprietors of an estate in fee simple in land at Snell Road and Wheeler Road described as Lot 2 on Plan of Subdivision 736378T and being all of the land in Certificate of Title Volume 11629 Folio 142 ("the Subject Land").
- B. The Responsible Authority is responsible for the administration and enforcement of the Planning Scheme ("the Planning Scheme") pursuant to the provisions of the *Planning and Environment Act 1987* ("the Act").
- C. On 30 April 2014, the Responsible Authority issued Planning Permit Number T130294 ("the Planning Permit") allowing for a multi lot residential subdivision of the land, removal of native vegetation and removal and creation of easements generally in accordance with the Plan of Subdivision attached to the Agreement as Schedule One ("the Endorsed Plan").
- D. On 23 March 2015, the Responsible Authority issued Planning Permit Number T130294-1 to amend the Planning Permit ("the Amended Permit"). The Amended Permit included changes to the Planning Permit preamble, the deletion of condition 1f) and 2a) and b), and rewording to condition 2. In all other respects the Amended Permit contained the same provisions as the Planning Permit.
- E. Conditions 62 and 63 of the Planning Permit and the Amended Permit require the Owners to enter into this Agreement to provide for the matters set out in those conditions and the Bushfire Management Plan and to make an application to the Registrar to have the Agreement registered on the titles to the Subject Land.
- F. The Responsible Authority and the Owners have agreed that, without restricting or limiting their respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is an agreement entered into pursuant to Section 173 of the Act.



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- G. The Responsible Authority and the Owners have entered into this Agreement in order to achieve or advance the objectives of planning in Victoria or the objectives of the Planning Scheme.

**IT IS AGREED AS FOLLOWS:**

**Definitions**

1. In this Agreement unless inconsistent with the context or subject matter:
  - 1.1 "Act" means the *Planning and Environment Act 1987* (Vic);
  - 1.2 "Agreement" means this Agreement and any agreement executed by the parties expressed to be supplemental to this Agreement;
  - 1.3 "Amended Permit" means the amended planning permit referred to in Recital D;
  - 1.4 "AS3959-2009" means Australian Standard 3959-2009 "Construction of buildings in bushfire-prone areas";
  - 1.5 "BAL" or "Bushfire Attack Level" has the same meaning as in *Australian Standard AS3959 Construction of buildings in bushfire prone areas* (Standards Australia);
  - 1.6 "Building" has the same meaning as in the Act and includes dwellings, swimming pools, tennis courts and out-buildings;
  - 1.7 "Building Envelope" means any area delineated on the Endorsed Plan as a building envelope or the like;
  - 1.8 "Bushfire Management Plan" means the Bushfire Management Plan endorsed under the Amended Permit and attached to the Agreement as Schedule Two;
  - 1.9 "Business Day" means a day that is not a Saturday, Sunday or public holiday in Melbourne;
  - 1.10 "CFA" means the Country Fire Authority;
  - 1.11 "Defendable Space Envelope" means any area delineated on the Endorsed Plan or the Bushfire Management Plan as a defendable space envelope or the like, including the Inner Zone and the Outer Zone;



- 1.12 **“Endorsed Plan(s)”** means the plan endorsed with the stamp of the Responsible Authority from time to time as the plan which forms part of the Planning Permit and is attached to the Agreement as Schedule One;
- 1.13 **“Inner Zone”** means any area marked on the Endorsed Plan or the Bushfire Management Plan as the inner zone;
- 1.14 **“Lot”** or **“Lots”** means a lot created under the Planning Permit or any subsequent lot created on the Subject Land or any part of it, except common property;
- 1.15 **“Mortgagee”** means the person registered or entitled from time to time to be registered as Mortgagee of the Subject Land or any part of it;
- 1.16 **“Outer Zone”** means any area marked on the Endorsed Plan or Bushfire Management Plan as the outer zone;
- 1.17 **“Owner”** or **“Owners”** means the owner for the time being of the Subject Land and the person or persons entitled from time to time to be registered by the Registrar as the proprietor of an estate in fee simple in the Subject Land or any part thereof, and includes a Mortgagee in possession;
- 1.18 **“Party”** or **“Parties”** means the parties to this Agreement;
- 1.19 **“Permit BAL”** means the BAL stipulated by the Planning Permit;
- 1.20 **“Plan”** or **“Plan of Subdivision”** has the same meaning as the Endorsed Plan unless otherwise specified;
- 1.21 **“Planning Permit”** means the planning permit referred to in Recital C including the Plan and any amendments made by the Amended Permit;
- 1.22 **“Planning Scheme”** means the Cardinia Planning Scheme and any successor instrument or other planning scheme which applies to the Subject Land;
- 1.23 **“Registrar”** means the Registrar of Titles at Land Victoria;
- 1.24 **“Responsible Authority”** 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;



1.25 **"Subject Land"** means the land described in Recital A and any reference to the Subject Land includes any lots created by the subdivision of the Subject Land or any part of it.

### **Interpretation**

2. In this Agreement, unless inconsistent with the context or subject matter, or expressed otherwise:
  - 2.1 The singular includes the plural and the plural includes the singular;
  - 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, association or other entity and their 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 reference to a statute includes any statute amending, consolidating or replacing that statute and includes any subordinate instruments made under that statute;
  - 2.6 The Recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals;
  - 2.7 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; and
  - 2.8 Any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.



Cardinia

ADVERTISED MATERIAL

Date Prepared: 18 February 2026

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### **Purpose of this Agreement**

3. The Owners acknowledge and agree that the Responsible Authority has requested them to enter into this Agreement for the purposes of achieving the objectives of the Defendable Space Envelope and Permit BAL specified for each Lot including the management of vegetation, the provision of a static water supply and emergency vehicle access.

### **Owners Acknowledgements**

4. The Owners acknowledge and agree that:
  - 4.1 They may not vary the requirements of this Agreement through another planning permit;

- 4.2 Lot 9 is excluded from the exemption under clause 44.06.1 of the Cardinia Shire Council Planning Scheme;
- 4.3 Any dwelling or dependent person's unit constructed on any Lot must be located inside the Building Envelope for that Lot as designated on the Bushfire Management Plan;
- 4.4 Any dwelling or dependent person's unit constructed on any Lot must be to the Bushfire Attack Level specified on the Bushfire Management Plan and in accordance with the relevant sections of AS3959-2009;
- 4.5 All land shown as Inner Zone and Outer Zone on the Bushfire Management Plan must at all times, and regardless of whether a dwelling is located on the land, be maintained to the defendable space requirements of the Planning Permit;
- 4.6 Before the occupation of a dwelling starts on each Lot, a static water supply dedicated for fire-fighting purposes must be provided on the Lot which complies with the requirements of the Planning Permit;
- 4.7 Before the occupation of a dwelling starts on any Lot which has a land area of 1500 square metres or greater, emergency vehicle access to the static water supply dedicated for fire-fighting purposes must be provided on the Lot which complies with the requirements of the Planning Permit;
- 4.8 The bushfire protection measures, including those relating to construction standards (BAL), defendable space, water supply and access must be maintained to the satisfaction of the Responsible Authority on a continuing basis.

#### **Vegetation Management – Inner Zone Defendable Space**

5. To satisfy the defendable space requirements of the Planning Permit the Owners will maintain the area shown as Inner Zone on the Bushfire Management Plan endorsed under the Planning Permit to the following minimum requirements:
  - 5.1 Within 10 metres of a dwelling, flammable objects such as plants, mulches and fences must not be located close to vulnerable parts of the Building such as windows, decks and eaves;
  - 5.2 Plants greater than 10 centimetres in height at maturity must not be placed directly in front of a window or other glass feature;

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- 5.3 Trees must not overhang the roofline of the dwelling or touch the walls or other elements of the dwelling;
- 5.4 Grass must be no more than 5 centimetres in height and all leaves and vegetation debris must be removed at regular intervals;
- 5.5 Shrubs must not be planted under trees and must be separated from each other by at least 1.5 times their mature height;
- 5.6 Tree canopies must be separated by at least 2 metres with an overall tree canopy cover of no more than 15 per cent at maturity; and
- 5.7 There must be no tree branches below 2 metres from ground level.

### **Vegetation Management – Outer Zone Defendable Space**

6. To satisfy the defendable space requirements of the Planning Permit the Owners will maintain the area shown as Outer Zone on the Bushfire Management Plan endorsed under the Planning Permit to the following minimum requirements:
  - 6.1 Grass must be no more than 10 centimetres in height and all leaves and other debris must be mowed, slashed or mulched;
  - 6.2 Shrubs must be in clumps of no greater than 10 square metres, which are separated from each other by at least 10 metres;
  - 6.3 Shrubs and/or trees must not form a continuous canopy with unmanaged fuels;
  - 6.4 Trees may touch each other with an overall tree canopy cover of no more than 30 percent at maturity; and
  - 6.5 There must be no tree branches within 2 metres of ground level.

### **Building Envelopes and Defendable Space Envelopes to comply with BAL**

7. The Owners acknowledge and agree that the construction of any dwelling or dependent person's unit on each Lot in the subdivision must comply with the following Bushfire Attack Level (BAL) in accordance with the relevant sections to AS3959-2009:
  - 7.1 For Lots 1 and 2 – BAL-29;
  - 7.2 For Lots 3, 16 to 24 – BAL-19; and
  - 7.3 For Lots 4 to 8 and 10 to 14 – BAL-12.5.

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## Water Supply – Lots more than 1500 square metres

8. To satisfy the defendable space requirements of the Planning Permit the Owners acknowledge and agree that Lots in the subdivision with a land area of 1500 square metres must have a static water supply ("the water supply") that meets that following minimum specifications:
  - 8.1 The water supply must have minimum capacity of 10,000 litres and be maintained solely of fire fighting purposes;
  - 8.2 The water supply must be stored in an above ground water tank constructed of concrete, steel or corrugated iron;
  - 8.3 The water supply must be located within 60 metres of the outer edge of the Building (including any obstructions);
  - 8.4 The water supply outlet/s must be attached to the water tank and must face away from the Building if located less than 20 metres from the Building to enable access during emergencies;
  - 8.5 All pipe work between the water supply and the outlet/s must be a minimum of 64mm nominal bore;
  - 8.6 All fixed above-ground water pipelines and fittings must be of non-corrodible and non-combustible materials;
  - 8.7 The water supply must be located so that fire brigade vehicles are able to be positioned within 4 metres of the water supply outlet;
  - 8.8 The water supply must incorporate an additional 64 millimetre (minimum) gate or ball valve and 64 millimetre (fixed size), 3 threads per inch, male fitting to suit a CFA coupling;
  - 8.9 The water supply must incorporate a vortex inhibitor or additional water must be provided to ensure that the volume of water available is not restricted by a vortex (reference should be made to Section 5 of AS.2419 for requirements for vortex inhibitors);
  - 8.10 The water supply outlet must incorporate a ball or gate valve to provide access to the water by the resident of the dwelling;
  - 8.11 All below-ground water pipelines must be installed to at least the following depths:
    - 8.11.1 Areas subject to vehicle traffic: 300 millimetres;

Cardinia  
**ADVERTISED MATERIAL**  
 Planning Application: T250772  
 Date Prepared: 18 February 2026

This document is intended to be read in conjunction with the relevant planning application. It is not a formal planning document and does not have the force of law. It is intended to be used for the purpose specified above and the preparation and distribution of this document is strictly prohibited.

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02/03/2016 \$119.70 173  


- 8.11.2 Under dwellings or concrete slabs: 75 millimetres;
- 8.11.3 All other locations: 225 millimetres;
- 8.12 The water supply must be readily identifiable from the dwelling or appropriate signage must be provided which:
  - 8.12.1 has an arrow pointing to the location of the water supply;
  - 8.12.2 has dimensions of not less than 310 millimetres high and 400 millimetres long;
  - 8.12.3 is red in colour with a blue reflective marker attached;
  - 8.12.4 is labelled with a "W" that is not less than 15 centimetres high and 3 centimetres thick.

  
**Cardinia**  
**ADVERTISED MATERIAL**  
Planning Application: T250772  
Date Prepared: 18 February 2026

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### **Water Supply – Lots less than 1500 square metres**

- 9. To satisfy the defendable space requirements of the Planning Permit the Owners acknowledge and agree that Lots in the subdivision with a land area of 1500 square metres or less must have a static water supply ("the water supply") that meets that following minimum specifications:
  - 9.1 The water supply must have minimum capacity of 5,000 litres and be maintained solely of firefighting purposes for lots with an area between 500 square metres and 1500 square metres;
  - 9.2 The water supply must be stored in an above ground water tank constructed of concrete, steel or corrugated iron;
  - 9.3 All fixed above-ground water pipelines and fittings must be of non-corrodible and non-combustible materials; and
  - 9.4 The water supply outlet must incorporate a ball or gate valve to provide access to the water by the resident of the dwelling.

### **Emergency Vehicle Access - Lots more than 1500 square metres**

- 10. To satisfy the defendable space requirements of the Planning Permit the Owners acknowledge and agree that Lots in the subdivision with a land area of 1500 square metres or more must have Emergency Vehicle Access ("the Access") that will enable fire brigade vehicles to get within 4 metres of the water supply outlet and that the design of the Access (including gates, bridges and culverts) complies with the following minimum requirements:
  - 10.1 Curves in a driveway must have a minimum inner radius of 10 metres;

- 10.2 The average grade must be no more than 1 in 7 (14.4 percent) (8.1 degrees) with a maximum of no more than 1 in 5 (20 percent) (11.3 degrees) for no more than 50 metres;
- 10.3 Dips must have no more than a 1 in 8 (12.5 percent) (7.1 degrees) entry and exit angle;
- 10.4 Be designed, constructed and maintained for a load limit of at least 15 tonnes and be of all-weather construction;
- 10.5 Have a minimum trafficable width of 3.5 metres and be substantially clear of encroachments for at least 0.5 metres on each side;
- 10.6 Be clear of encroachments 4 metres vertically.

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#### Specific requirements for Lot 9 on the Plan

11. In relation to Lot 9 on the Plan, the Owners acknowledge and agree:
  - 11.1 that a static water supply must be provided for the existing dwelling in accordance with the requirements of clause 9 of this Agreement;
  - 11.2 that emergency vehicle access must be provided for the existing dwelling in accordance with clause 10 of this Agreement;
  - 11.3 that the exemption under clause 44.06-1 of the Cardinia Shire Council Planning Scheme does not apply.



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#### Notice and registration

12. The Owners agree that:
  - 12.1 they will not sell, transfer, dispose of, assign, mortgage, lease or otherwise part with possession of the Subject Land or any part of it without first bringing to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees, assigns and successors the existence and nature of this Agreement;
  - 12.2 they will do all that is necessary to enable the Responsible Authority to make an application to the Registrar to make a recording of this Agreement on the Certificate of Title to the Subject Land in accordance with Section 181 of the Act, including the signing of any further agreement, acknowledgment or other document;
  - 12.3 until such time as this Agreement is registered on the Certificate of Title to the Subject land, they shall ensure that successors in Title will give effect to this

Agreement, and do all acts and sign all documents which will require those successors to give effect to this Agreement, including executing a deed agreeing to be bound by the terms of this Agreement.

## Costs

13. The Owners agree that they are responsible for all reasonable costs relating to the preparation, execution and registration of this Agreement.

## **Owner's Warranties and Acknowledgements**

14. The Owners warrant that:

- 14.1 they are the registered proprietors of the Subject Land;
  - 14.2 there are no mortgages, liens, charges or other encumbrances affecting the Subject Land which are not disclosed by the usual searches;
  - 14.3 if the Subject Land is affected by a mortgage, the Mortgagee of the Subject Land consents to the Owner entering into this Agreement and the Agreement being registered on the Title to the Subject Land.

### No Waiver

15. Any time or other indulgence granted by the Responsible Authority to the Owners or any variation of the terms and conditions of this Agreement or any judgment or order obtained by the Responsible Authority against the Owners 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 Agreement.

## No Fettering of Powers of Responsible Authority

16. This Agreement does not fetter or restrict the Responsible Authority's power or discretion to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certifying any plan which subdivides the Subject Land or relating to any use or development of the Subject Land.

### **Severability**

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

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02/03/2016

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## Notices

18. 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:
  - 18.1 personally on the person;
  - 18.2 by leaving it at the person's current address for service;
  - 18.3 by posting it by prepaid post addressed to that person at the person's current address for service;
  - 18.4 by facsimile to the person's current number for service; or
  - 18.5 by email to the person's current email address for service.

## Inspection of documents

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

## Governing law

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

## Commencement of Agreement



21. This Agreement shall commence on the date recorded on this Agreement or if no date is specified, the date the Agreement was signed by or on behalf of whichever party was the last to sign.

## Ending of the Agreement

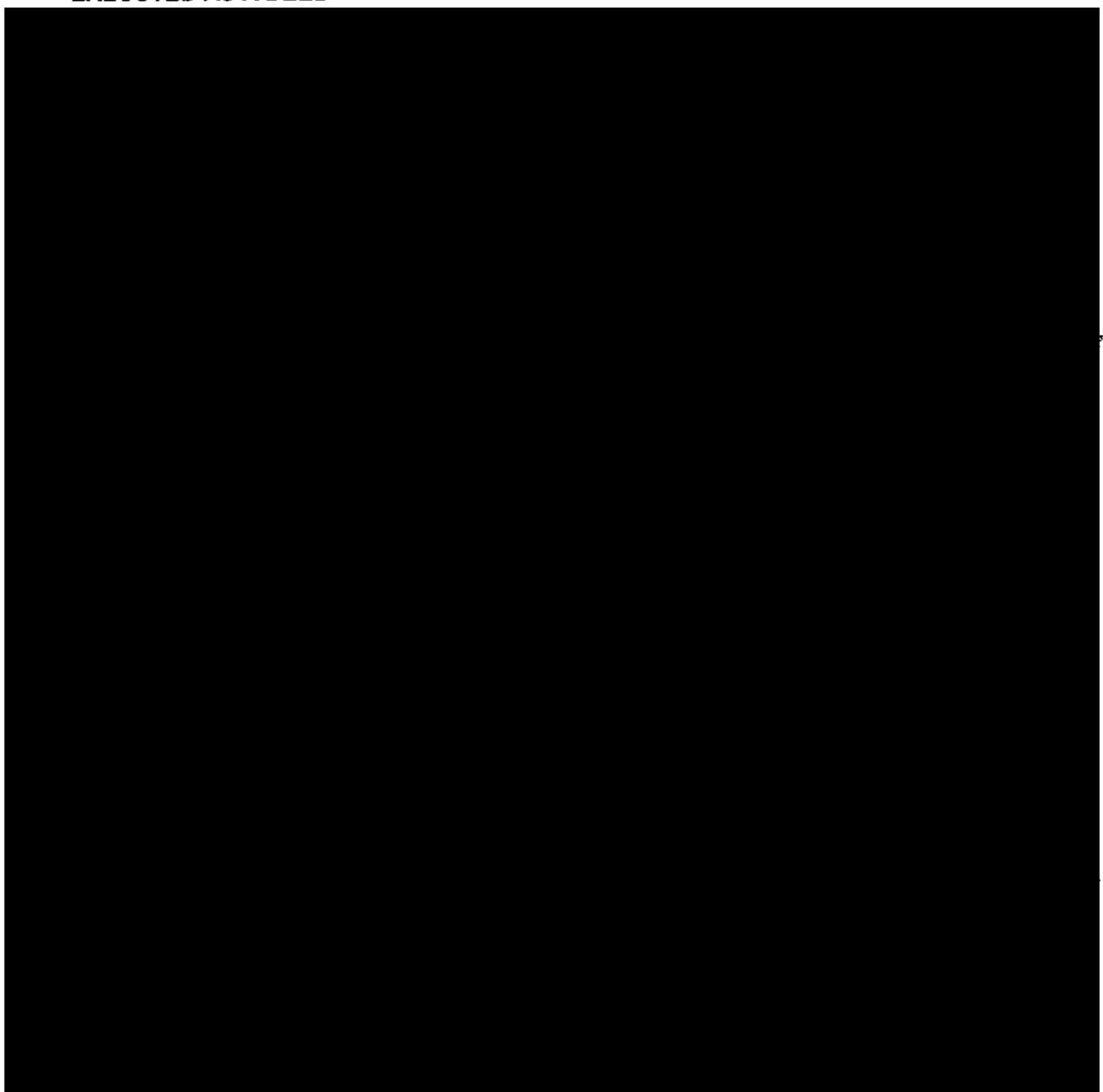
22. In the event that this Agreement ends, as soon as reasonably practicable thereafter, the Responsible Authority will, at the request and at the cost of the Owners, make application to the Registrar under section 183 of the Act to cancel the recording of this Agreement in relation to the Subject Land.

## Entire Agreement

23. This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.



**EXECUTED AS A DEED**

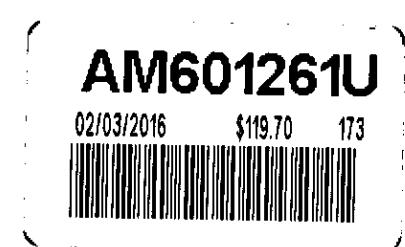


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**SCHEDULE ONE**  
**“Endorsed Plan”**



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APPROVED AMENDED PLAN  
PLANNING AND ENVIRONMENT ACT 1987  
CARDINIA PLANNING SCHEME  
PERMIT No.: T130294  
SHEET: 1 OF 1  
APPROVED BY: Samartha Zimble   
CARDINIA SHIRE COUNCIL  
DATE: Thursday, 14 May 2015

**DIAL BEFORE  
YOU DIG**

IMPORTANT NOTE

N.N.H. Ref. No. 2534

Sheet	1 of 1
Rev	22

APPOINTED FOR MR. PETER BARRY  
OF DESIGNING NEW CONSTRUCTIONS ON THE  
PREMISES, AND FOR ANY OTHER PURPOSE,  
WHICH MAY BE LOCATED BY FIELD SURVEY.

PERSONAL SERVICES MAY EXIST AND PRIOR TO EXCAVATION OR CONSTRUCTION ON THE SITE, THEY SHOULD BE CONTACTED FOR POSSIBLE UNDERGROUND SERVICES.

INTEGRAL PART OF THE PLAN

N.N.H. Ref. No. 2334  
Street 1 of 1

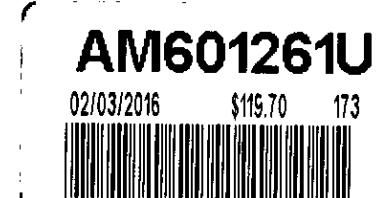
Rev 22 Drawing No. 25345

THERASOM (ENHANCED) AND THERACO (2001).

**Nilsson, Noel & Holmes (Surveyors) Pty Ltd**  
**Surveyors, Builders & Town Planners**  
A.C.N. 087 949 615  
8A Coddington Street, Crows Nest 2065  
Phone (03) 5996 4133 Fax (03) 5996 6119  
Email - [mobile@nilsson.com.au](mailto:mobile@nilsson.com.au)

Surveyed by:	LH	Datum:	AHD - MGA
Drawn:	JLB	Date:	09/10/2012
Checked:	LH	Scale:	1:1000
Approved by:	DJN	Met/Mwy Ref.:	-

**SCHEDULE TWO**  
**“Bushfire Management Plan”**



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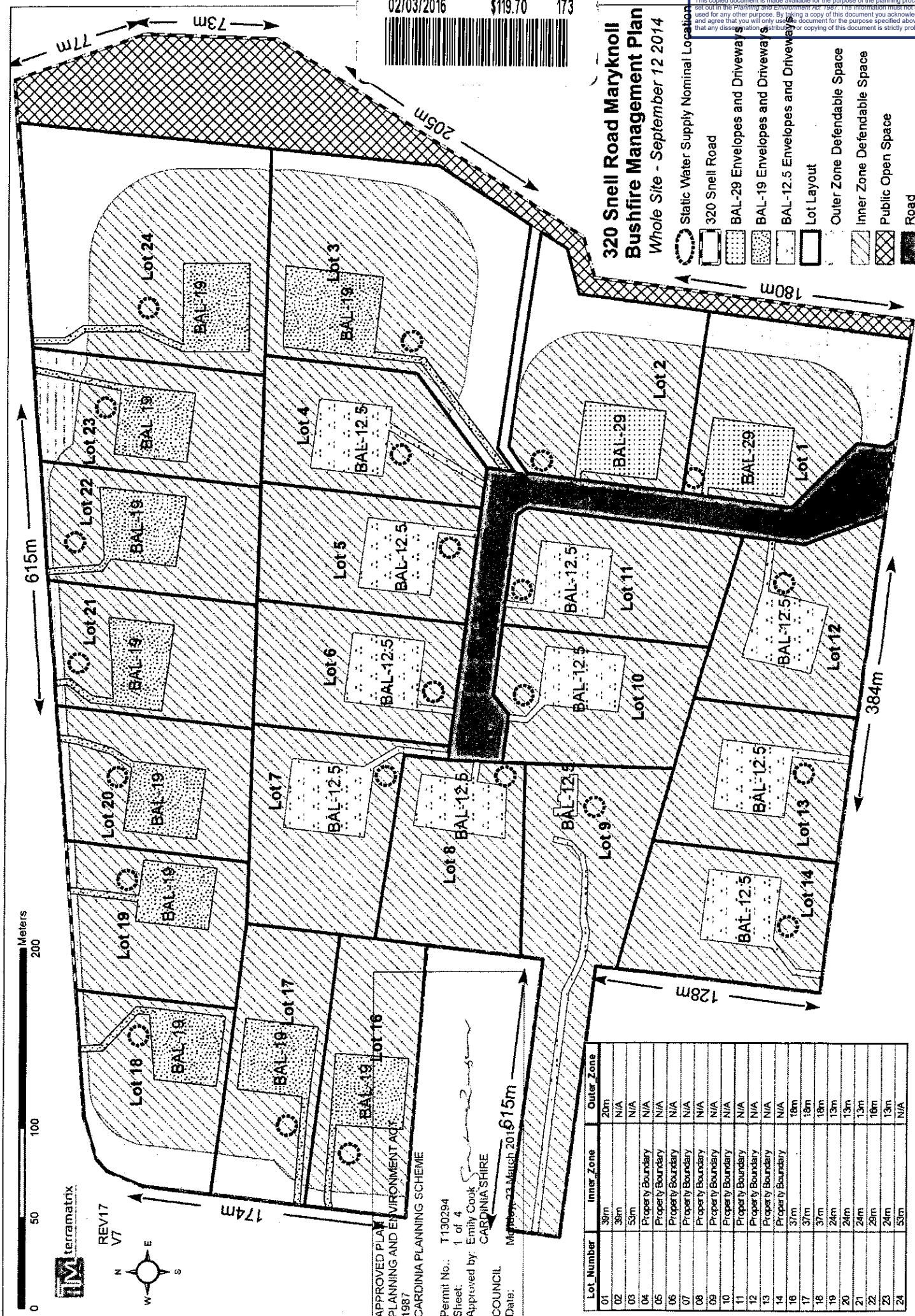
Cardinia

## ADVERTISED MATERIAL

Planning Application: T250772  
Date Prepared: 18 February 2022

Date Prepared: 18 February 2026

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**APPROVED PLAN  
PLANNING AND ENVIRONMENT ACT 1987  
CARDINIA PLANNING SCHEME**

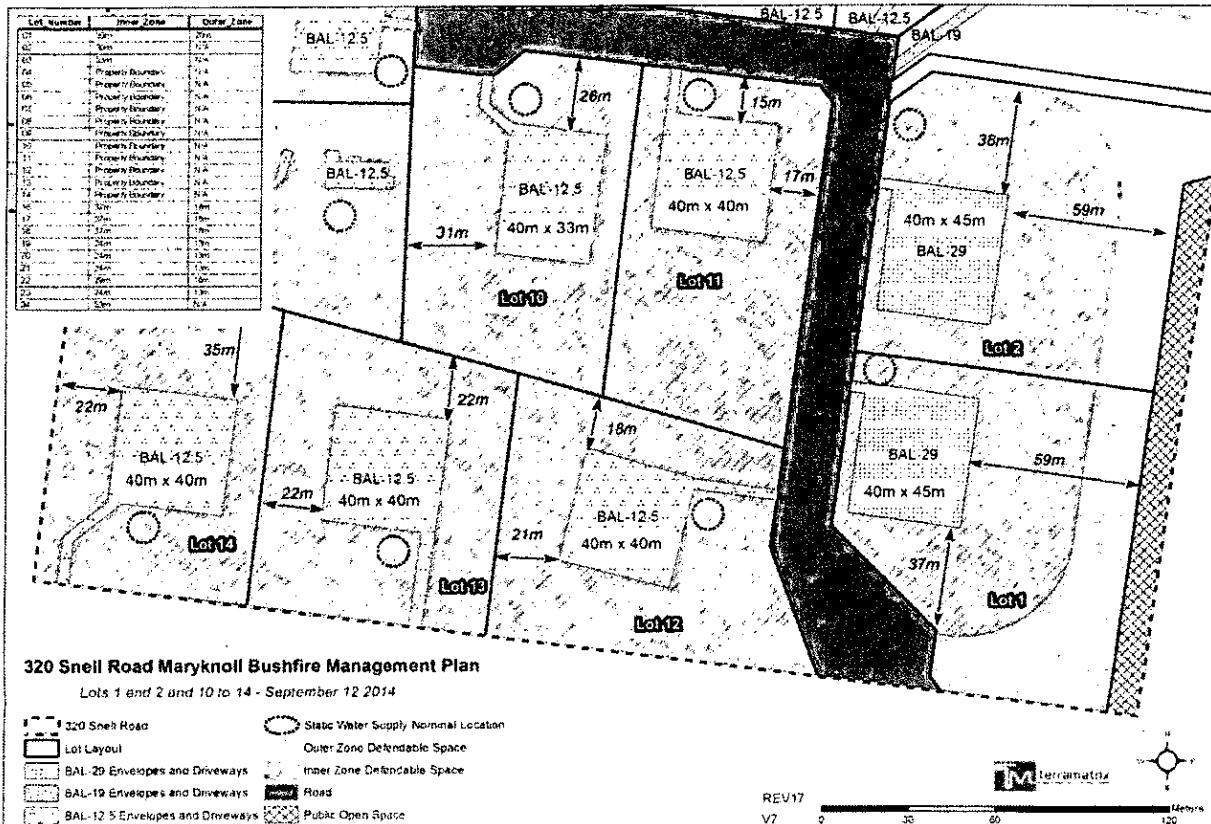
Permit No.: T130294

Sheet: 2 of 4

Approved by: Emily Cook   
CARDINIA SHIRE COUNCIL

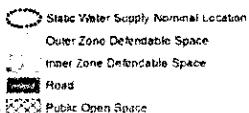
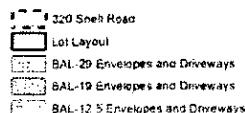
Date: Monday, 23 March 2015

Lot Number	Inner Zone	Outer Zone
01	50m	N/A
02	10m	1-2
03	10m	N/A
04	Project Boundary	N/A
05	Project Boundary	N/A
06	Project Boundary	N/A
07	Project Boundary	N/A
08	Project Boundary	N/A
09	Project Boundary	N/A
10	Project Boundary	N/A
11	Project Boundary	N/A
12	Project Boundary	N/A
13	Project Boundary	N/A
14	Project Boundary	N/A
15	Project Boundary	N/A
16	Project Boundary	N/A
17	Project Boundary	N/A
18	Project Boundary	N/A
19	Project Boundary	N/A
20	Project Boundary	N/A
21	Project Boundary	N/A
22	240m	1-30



320 Snell Road Maryknoll Bushfire Management Plan

Lots 1 and 2 and 10 to 14 - September 12 2014



REV17

17

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ADVERTISED MATERIAL

Planning Application: T250772

Date Prepared: 18 February 2026

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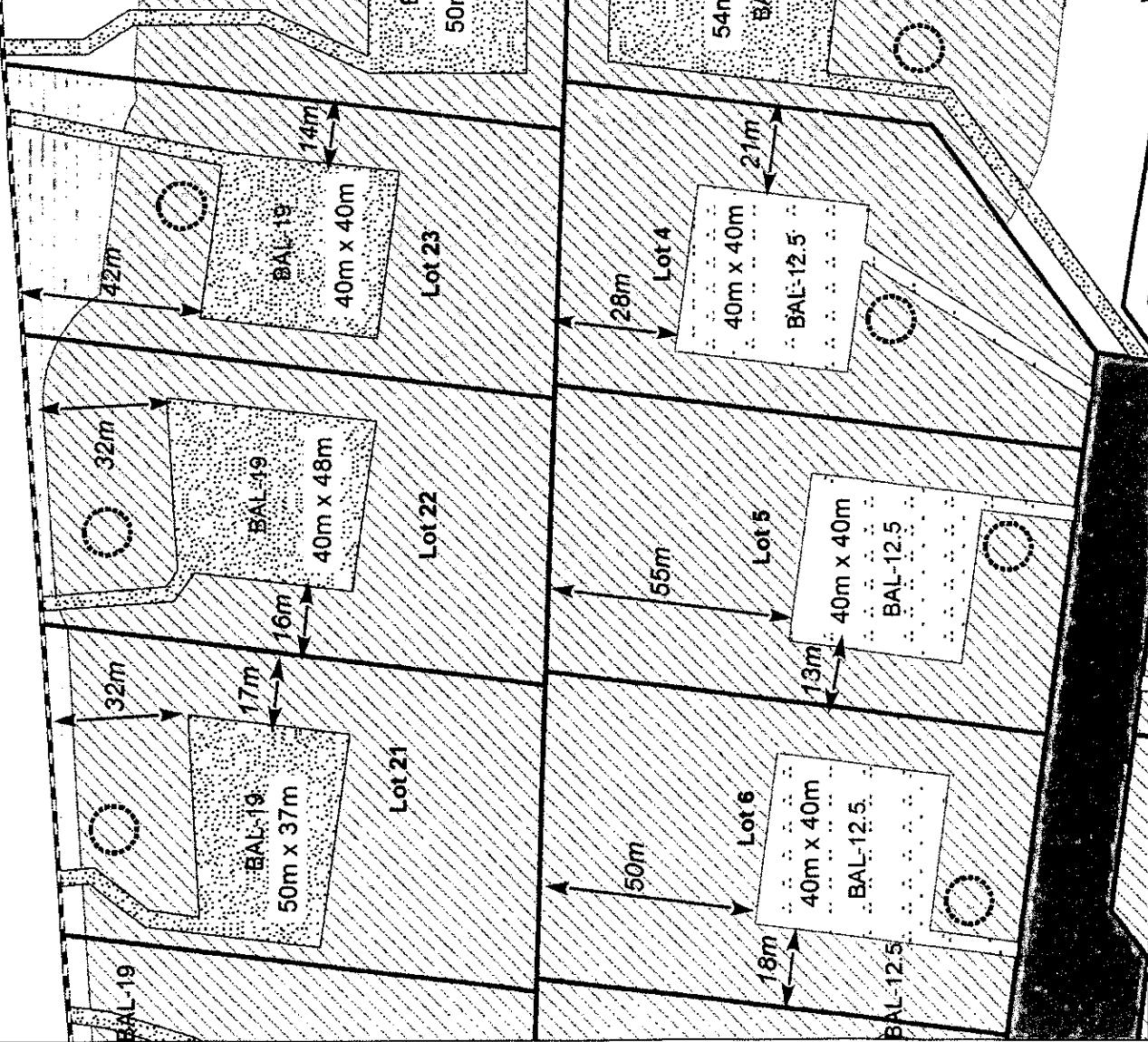
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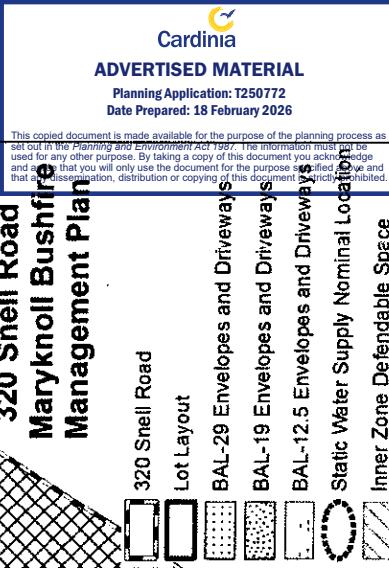


APPROVED PLAN  
PLANNING AND ENVIRONMENT ACT 1997  
CARDINIA PLANNING SCHEME

Permit No.: T130294  
Sheet: 3 of 4  
Approved by: Emily Cook  
CARDINIA SHIRE COUNCIL  
Date: 87m  
Monday, 23 March 2015

Cardinia  
ADVERTISED MATERIALPlanning Application: T250772  
Date Prepared: 18 February 2026

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Lots 3 to 6 and 21 to 24 - September 12 2014

0 30 60 120 Meters  
0 30 60 120 Metres  
N E S W  
REV17 V7

TM terramatrix



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## ADVERTISED MATERIAL

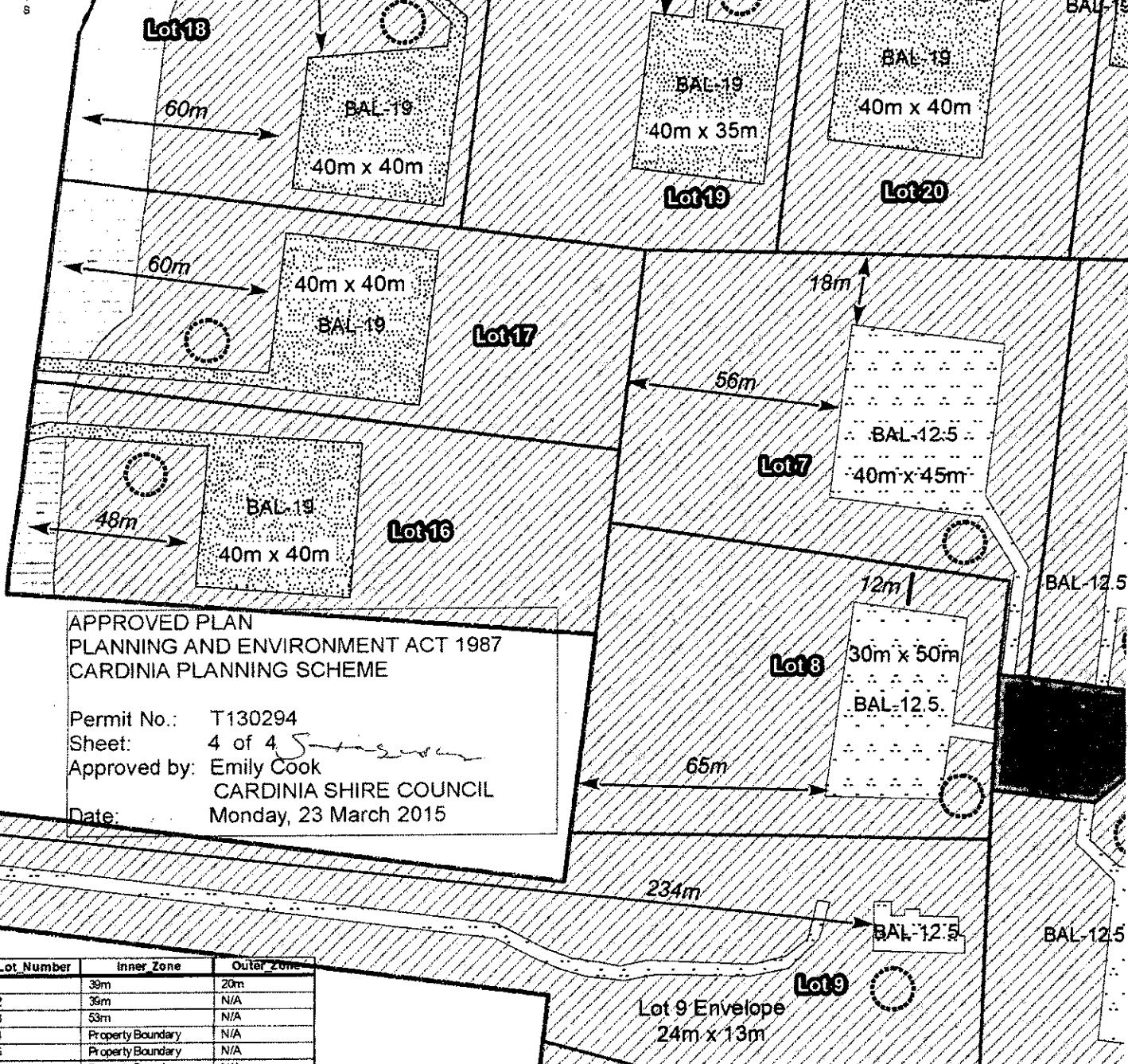
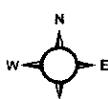
Planning Application: T250772

Date Prepared: 18 February 2026

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0 30 60 120 Meters

terramatrix



## 320 Snell Road Maryknoll Bushfire Management Plan

Lots 7 to 9 and 16 to 20 - September 12 2014

Lot Number	Inner Zone	Outer Zone
01	39m	20m
02	39m	N/A
03	53m	N/A
04	Property Boundary	N/A
05	Property Boundary	N/A
06	Property Boundary	N/A
07	Property Boundary	N/A
08	Property Boundary	N/A
09	Property Boundary	N/A
10	Property Boundary	N/A
11	Property Boundary	N/A
12	Property Boundary	N/A
13	Property Boundary	N/A
14	Property Boundary	N/A
16	37m	18m
17	37m	18m
18	37m	18m
19	24m	13m
20	24m	13m
21	24m	13m
22	29m	16m
23	24m	13m
24	53m	N/A

Static Water Supply Nominal Location



Inner Zone Defendable Space



Outer Zone Defendable Space



Lot Layout



Road

REV17

V7

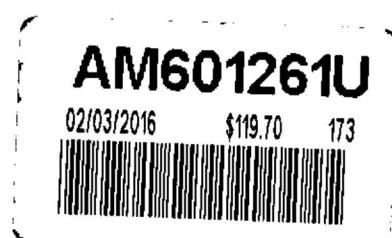
## **MORTGAGEE'S CONSENT**

[REDACTED] as Mortgagee of registered Mortgage AM386005H consents to the Owners entering into this Agreement and in the event that the Mortgagee becomes Mortgagee in possession, agrees to be bound by the covenants and conditions of this Agreement.

**EXECUTED** by the Mortgagee  
in the presence of 

)  
)

**Witness Address: An Australian Legal Practitioner  
within the meaning of the Legal Profession  
Uniform Law (Victoria)**



# Imaged Document Cover Sheet

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# Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 Planning and Environment Act 1987

AH662596K

09/12/2010 \$105.20

173



RECORDED AND INDEXED

Lodged by:

Name: Duffy & Simon  
Phone: 5945 5216  
Address: DX 81001 Pakenham  
Reference: EH:GV:1061973Barry  
Customer Code: 0756P

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

Land: (*volume and folio*)

Certificates of Title Volume 8484 Folio 422 Volume 9876 Folio 665 and Volume 9888 Folio 694

Responsible Authority: (*full name and address including postcode*)

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

Section and Act under which agreement made:

Section 173 of the *Planning & Environment Act 1987*

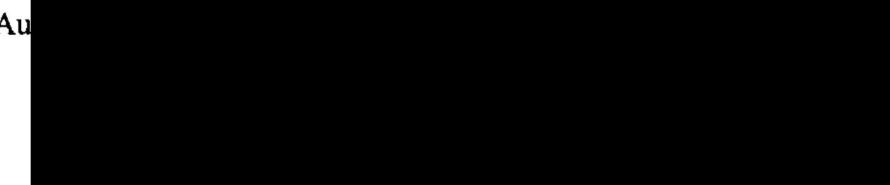
A copy of the agreement is attached to this Application.

Date: 8/12/10

D.

Signature for Responsible Authority

Name of Officer:



## ADVERTISED MATERIAL

Planning Application: T250772

Date Prepared: 18 February 2026

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KEEP

Date 3 / 12 / 2010

AH662596K

09/12/2010 \$105.20

173



## SECTION 173 AGREEMENT

CARDINIA SHIRE COUNCIL

and

[REDACTED]

and

[REDACTED]

and

[REDACTED]



THIS AGREEMENT UNDER SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987 is made on the 3<sup>rd</sup> day of DECEMBER, 2010

BETWEEN

**CARDINIA SHIRE COUNCIL**

of Municipal Offices, Henty Way, Pakenham, 3810

("Council")

AND

**AH662596K**

AND

09/12/2010 \$105.20

173



AND

("the Owners")

## RECITALS

- A. The Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owners are or are entitled to be the registered proprietors of the Subject Land.
- C. As at the date of this Agreement, the Subject Land is subject to registered mortgages to the Westpac Banking Corporation and the Commonwealth Bank of Australia.
- D. On the 16<sup>th</sup> February 2010 the Minister for Planning, Mr Justin Madden M.L.C., gave authorization (No A01386) by way of letter to the Cardinia Shire Council, as the Responsible Authority for the **Cardinia Planning Scheme**, to prepare and amendment to the Cardinia Planning Scheme in accordance with Section 8A(3) of the Planning & Environment Act 1987, subject to various conditions as set out in such letter, in respect to the lands known as 13 & 15 Wheeler Road, Maryknoll and 320 Snell Road, Maryknoll.
- E. One of such conditions was that the land owners of 13 & 15 Wheeler Road, Maryknoll and 320 Snell Road, Maryknoll enter into an agreement under Section 173 of the Planning & Environment Act 1987 agreeing to the removal of the broiler farm infrastructure situate on the subject land and the issue of a Certificate of Environment Audit for the site or appointment of an Environment Auditor to declare the land suitable for a sensitive use.

### ADVERTISED MATERIAL

Planning Application: T859772

Date issued: 10/01/2010

This document is a copy of the application for the use of planning processes set out in the Planning and Environment Act 1987. The information must not be used for any other purpose. By taking a copy of this document you acknowledge

you have read and understood the conditions of the application and the relevant planning scheme.

## 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;

**Broiler Farm Land** means the land situated at 320 Snell Road, Maryknoll and being the land referred to in Certificate of Title Volume 8484 Folio 422.

**Broiler Farm Infrastructure** means broiler sheds and ancillary infrastructure including feed silos, water tanks, hard stand areas ~~and eggs~~.

**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;

**Owners** 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 Owners 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;

**Subject Land** means the land situated at 320 Snell Road, Maryknoll and being the land referred to in Certificate of Title Volume 8484 Folio 422 (Fontana & Boyse), the land situated at 13 Wheeler Road, Maryknoll and being the land referred to in Certificate of Title Volume 9876 Folio 665 (Titcher) and the land situated 15 Wheeler Road, Maryknoll and being the land referred to in Certificate of Title Volume 9888 Folio 694 (Barry) 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.

**AH662596K**

09/12/2010 \$105.20

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## 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.  
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- 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.
- 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 Owners 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 Owners covenant and agree that in the event that the planning scheme is amended to allow the subdivision of the subject land, the Owners will not seek a statement of compliance for the subdivision under the *Subdivision Act 1988* until the broiler farm infrastructure has been removed from the broiler farm land and either a

certificate of environmental audit or statement of environmental audit declaring the site is suitable for residential use has been issued for the broiler farm land.

#### 4. FURTHER OBLIGATIONS OF THE OWNERS

##### 4.1 Notice and Registration

The Owners further covenant and agree that the Owners will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

##### 4.2 Further actions

The Owners further covenant and agree that:

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

4.2.2 the Owners 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 Owners further covenant and agree that the Owners 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 Owners.

Cardinia

ADVERTISED MATERIAL

Planning Application 1150122

Date Prepared: 18 February 2026

#### 5. AGREEMENT UNDER SECTION 173 OF THE ACT

(a) Council and the Owners 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 Owners further agree to enter into this Section 173 Agreement with the Responsible Authority. 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 Owners and the owners must provide a dealing number to the responsible authority to demonstrate that the agreement has been lodged with the land titles office.

#### 6. OWNER'S WARRANTIES

Without limiting the operation or effect which this Agreement has, the Owners warrant that apart from the Owners 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.

#### 7. SUCCESSORS IN TITLE

Without limiting the operation or effect that this Agreement has, the Owners 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.

**AH662596K**

09/12/2010 \$105.20

173



## 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.

### 8.3 No Waiver

Any time or other indulgence granted by Council to the Owners or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owners 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.

Planning and Environment Act 1987  
Planning Application 21/072  
Date Prepared: 16 February 2026

### 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.

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

**AH662596K**

09/12/2010 \$105.20

173



EH

6K

173



170.

**AH662596K**

09/12/2010 \$105.20

173



**ADVERTISED MATERIAL**

Planning Application: T250772

Date Prepared: 18 February 2026

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Document Type	<b>Plan</b>
Document Identification	<b>PS718009E</b>
Number of Pages (excluding this cover sheet)	<b>9</b>
Document Assembled	<b>22/12/2025 16:15</b>

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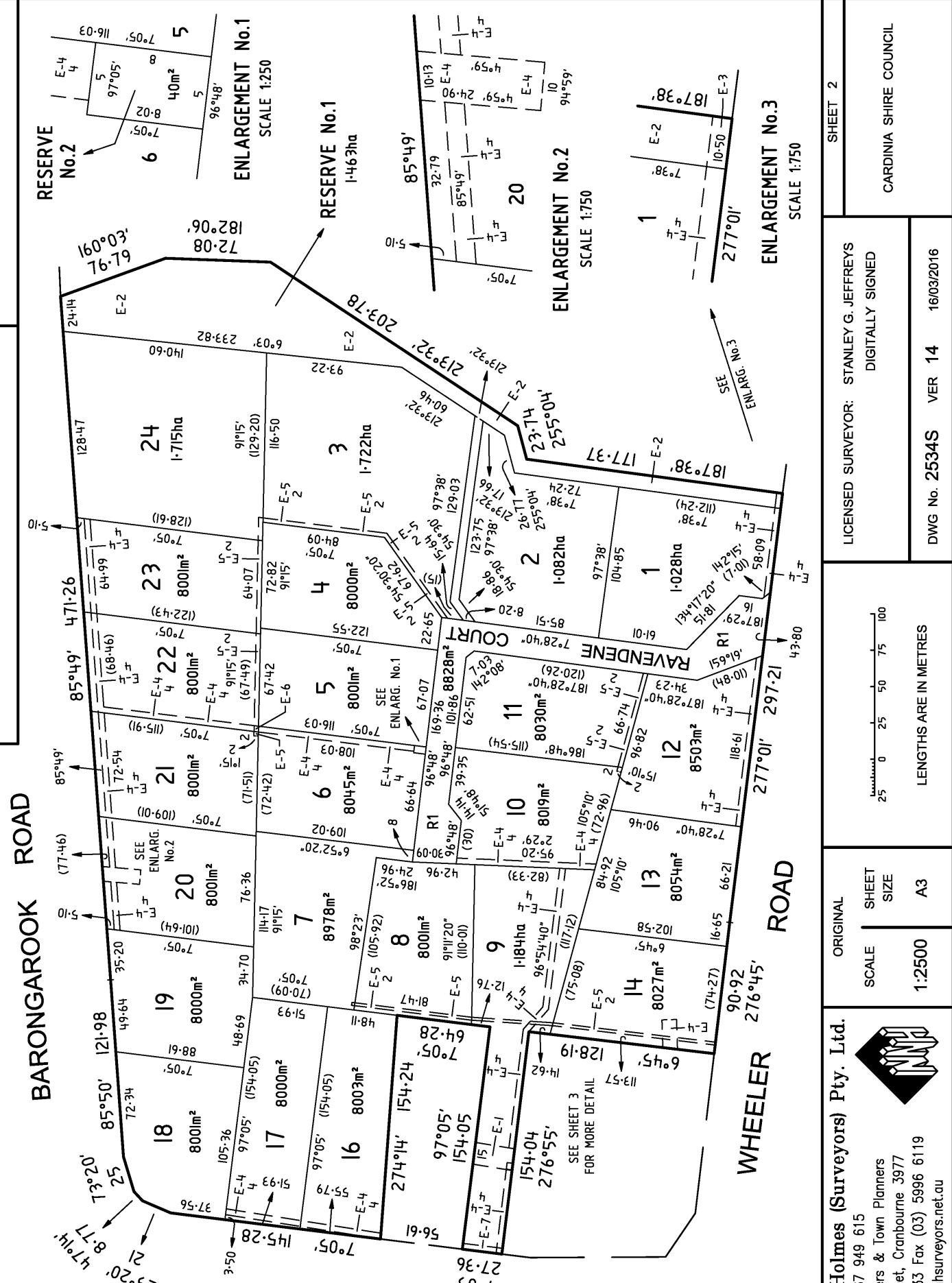
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<b>PLAN OF SUBDIVISION</b>		LV USE ONLY <b>EDITION 1</b>	PLAN NUMBER <b>PS 718009E</b>
<b>LOCATION OF LAND</b> Parish: NAR NAR GOON Township: - Section: - Crown Allotment: 135 (PART) Crown Portion: - Title Reference: VOL 11629 FOL 142 Last Plan Reference: LOT 2 ON PS 736378T Postal Address: 15 WHEELER ROAD, <small>(at time of subdivision)</small> MARYKNOLL 3812 MGA94 Co-ordinates: E 376 915 Zone: 55 <small>(of approx. centre of land in plan)</small> N 5 788 700		Council Name: CARDINIA SHIRE COUNCIL <div style="border: 1px solid black; padding: 10px; text-align: center;">   <b>ADVERTISED MATERIAL</b>            Planning Application: T250772            Date Prepared: 18 February 2026           <p style="font-size: small; margin-top: 5px;">This copied document is made available for the purpose of the planning process as set out in the Planning and Environment Act 1997. The information must not be used for any other purpose. By taking a copy of this document you acknowledge and agree that you will only use the document for the purpose specified above and that any dissemination, distribution or copying of this document is strictly prohibited.</p> </div>	
<b>VESTING OF ROADS AND / OR RESERVES</b>		<b>NOTATIONS</b>	
<b>IDENTIFIER</b>	<b>COUNCIL / BODY / PERSON</b>		
ROAD R1 RESERVE No.1 RESERVE No.2 RESERVE No.3	CARDINIA SHIRE COUNCIL CARDINIA SHIRE COUNCIL SPI ELECTRICITY PTY. LTD. SPI ELECTRICITY PTY. LTD.		
<b>NOTATIONS</b>			
THIS IS A SPEAR PLAN. <b>Depth Limitation:</b> 15.24 METRES BELOW THE SURFACE <b>Staging:</b> This is not a staged subdivision. <small>Planning Permit No. T130294</small> Lot 15 has been omitted from this plan. <small>* The easement described in Memorandum of Common Provisions No. MCP AA1107</small> <b>Survey:</b> This plan is based on survey. <small>This survey has been connected to permanent marks no(s)</small> <small>In proclaimed Survey Area No. -</small>			
<b>EASEMENT INFORMATION</b>			
LEGEND: A - Appurtenant Easement      E - Encumbering Easement      R - Encumbering Easement (Road)			
<b>Easement Reference</b>	<b>Purpose</b>	<b>Width (Metres)</b>	<b>Origin</b>
E-1	POWERLINE PURPOSES	15	PS 716783W & SEC.88 OF THE ELECTRICITY INDUSTRY ACT 2000
E-2,E-3	* WETLAND, FLOODWAY & DRAINAGE	SEE DIAG.	PS 716783W
E-3,E-4, E-6,E-8	POWERLINE PURPOSES	SEE DIAG.	THIS PLAN & SEC.88 OF THE ELECTRICITY INDUSTRY ACT 2000
E-5,E-6	DRAINAGE	SEE DIAG.	THIS PLAN
E-7,E-8	WATER SUPPLY	4	PS 736378T
<b>Nilsson, Noel &amp; Holmes (Surveyors) Pty. Ltd.</b> A.C.N. 067 949 615 Surveyors, Engineers & Town Planners 8A Codrington Street, Cranbourne 3977 Phone (03) 5996 4133 Fax (03) 5996 6119 Email: mail@nnhsurveyors.net.au		LICENSED SURVEYOR: STANLEY G. JEFFREYS DIGITALLY SIGNED REF: 2534 DWG No. 2534S   VER 14   16/03/2016	
		Sheet 1 of 8 sheets Original sheet size A3 <b>PLAN REGISTERED</b> TIME: 13:47 DATE: 01/04/16 B.J.S. Assistant Registrar of Titles	

## PLAN OF SUBDIVISION

PLAN NUMBER  
PS 718009E

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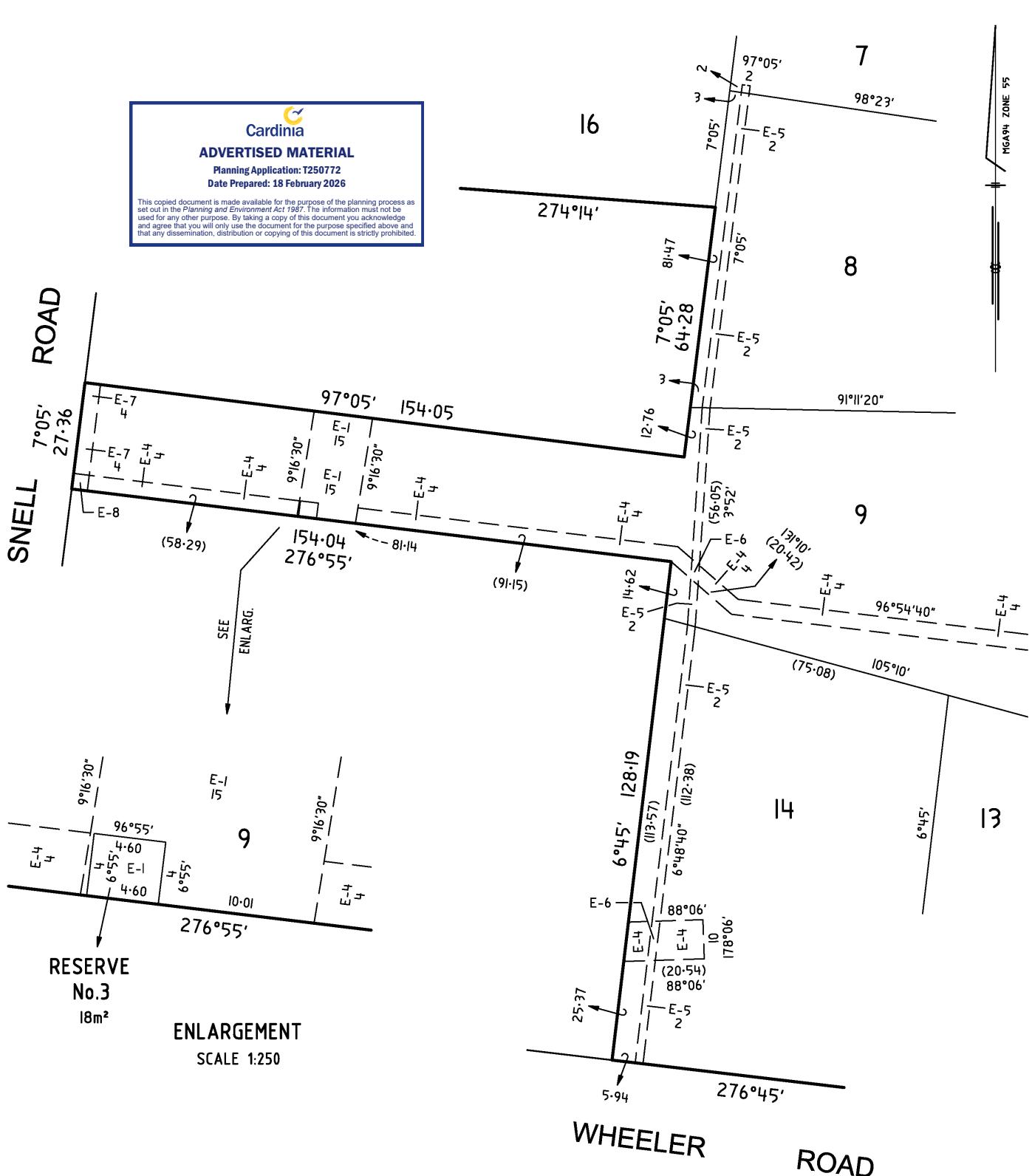
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Surveyors, Engineers & Town Planners  
8A Coddington Street, Cranbourne 3977  
Phone (03) 5996 4133 Fax (03) 5996 6119  
Email: mail@mnhsurveyors.net.au

LENGTHS ARE IN METRES  
25 0 25 50 75 100

DWG No. 2534S VER 14 16/03/2016

LICENSED SURVEYOR: STANLEY G. JEFFREYS DIGITALLY SIGNED	SHEET 2
CARDINIA SHIRE COUNCIL	

## PLAN OF SUBDIVISION

PLAN NUMBER  
PS 718009E

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Surveyors, Engineers & Town Planners  
8A Codrington Street, Cranbourne 3977  
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SHEET 3

Original sheet size A3

ORIGINAL  
SCALE  
1:1000

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LENGTHS ARE IN METRES

DWG No. 2534S VER 14 16/03/2016

CARDINIA SHIRE COUNCIL

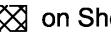
## PLAN OF SUBDIVISION

PLAN NUMBER  
PS 718009ESUBDIVISION ACT 1988  
CREATION OF RESTRICTION

Upon the registration of this plan the following restriction is to be created as directed in Planning Permit No. T130294.

## Description of the Restriction:

The registered proprietor or proprietors for the time being of any burdened lot on this plan shall not:

1. Build, construct or erect any dwelling outside the building envelopes shown hatched thus  on Sheets 5 - 8 hereon.
2. Dispose of any effluent outside the area shown cross hatched thus  on Sheets 5 - 8 hereon.
3. Construct any building or works other than in accordance with the endorsed building design guidelines and fencing controls endorsed on 25/05/2015 and attached to Planning Permit No. T130294 issued by the Cardinia Shire Council. A copy of the building design guidelines can be obtained from [admin@duffysimon.com.au](mailto:admin@duffysimon.com.au).

## TABLE OF LAND BURDENED AND LAND BENEFITED

BURDENED LOT No.	BENEFITING LOTS	BURDENED LOT No.	BENEFITING LOTS
1	2	13	9,10,12,14
2	1	14	9,13
3	4,24	16	7,8,17
4	3,5,23,24	17	7,8,16,18,19
5	4,6,23,22	18	7,17,19
6	5,7,21,22	19	7,17,18,20
7	6,8,16,17,19,20,21	20	7,19,21
8	7,9,10,16	21	6,7,20,22
10	9,11,12,13	22	5,6,21,23
11	10,12	23	4,5,22,24
12	10,11,13	24	3,4,23



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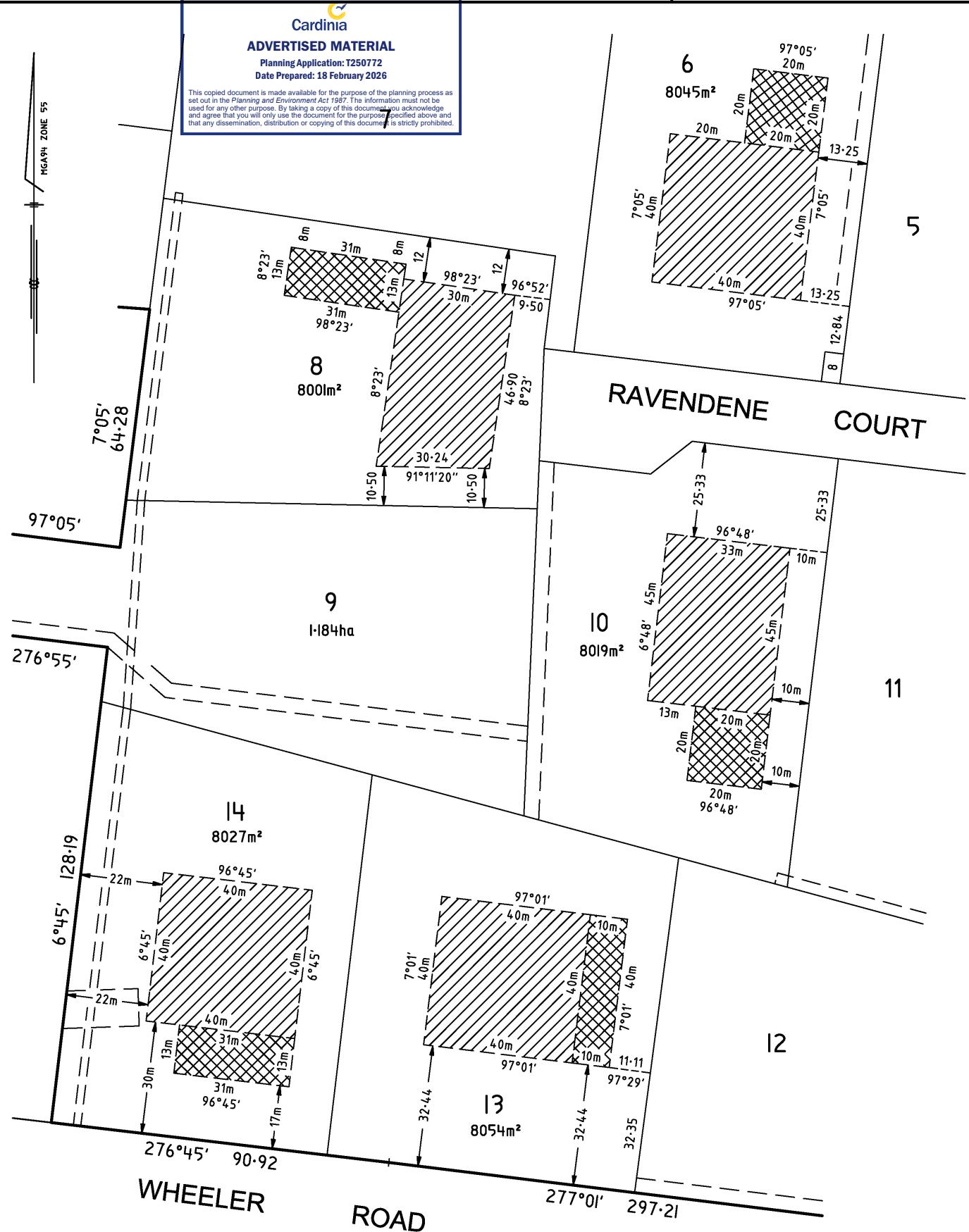
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DIGITALLY SIGNED  
ORIGINAL SCALE  
NTS  
LENGTHS ARE IN METRES  
DWG No. 2534S VER 14 16/03/2016

SHEET 4

Original sheet size A3

CARDINIA SHIRE COUNCIL

## PLAN OF SUBDIVISION

PLAN NUMBER  
PS 718009E

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SHEET 5

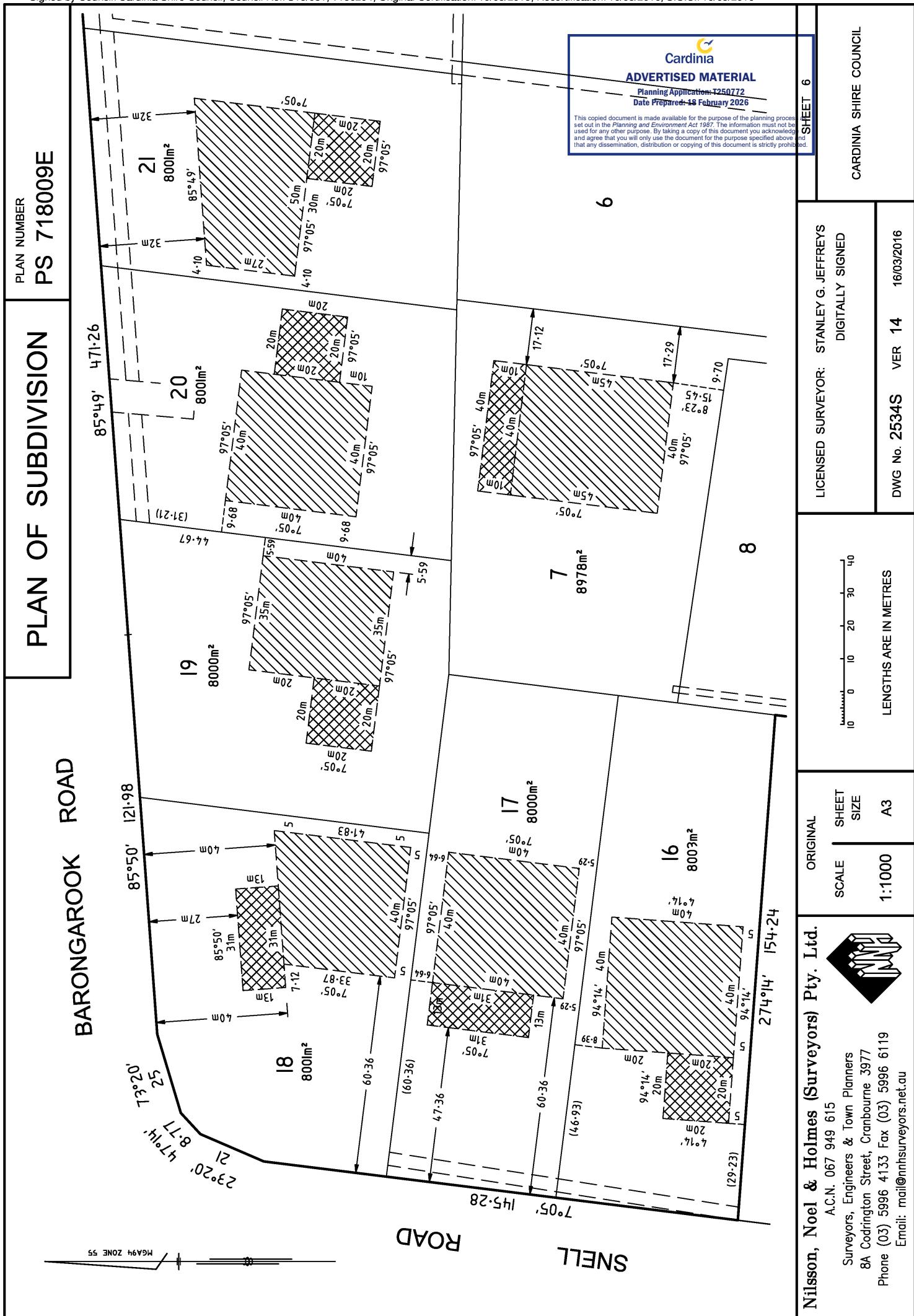
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SCALE  
1:1000

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LENGTHS ARE IN METRES

DWG No. 2534S VER 14 16/03/2016

CARDINIA SHIRE COUNCIL



## PLAN OF SUBDIVISION

PLAN NUMBER  
PS 718009E

Cardinia

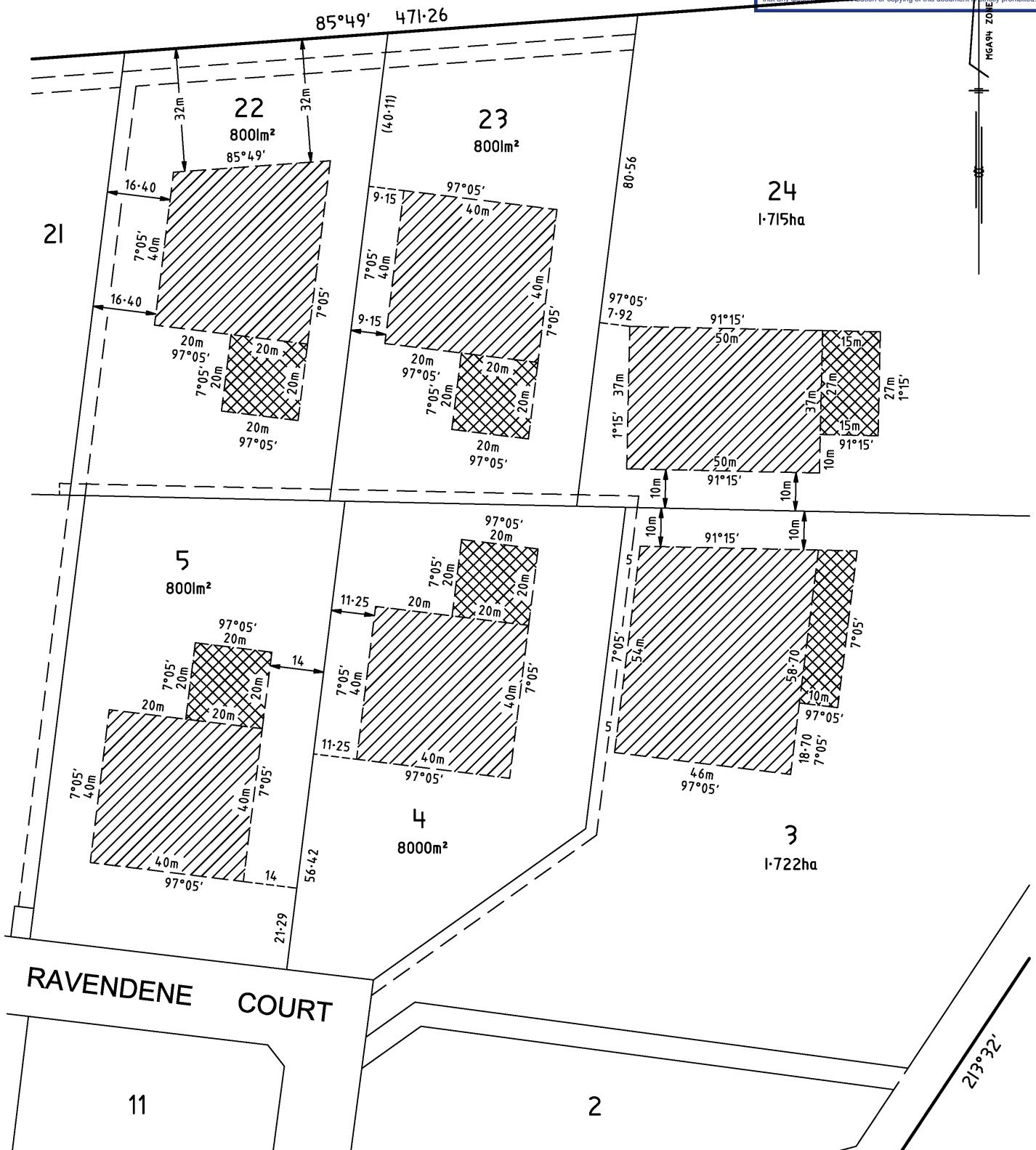
## ADVERTISED MATERIAL

Planning Application: T250772

Date Prepared: 18 February 2026

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## BARONGAROOK ROAD



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Surveyors, Engineers & Town Planners  
8A Codrington Street, Cranbourne 3977  
Phone (03) 5996 4133 Fax (03) 5996 6119  
Email: mail@nnhsurveyors.net.au



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DIGITALLY SIGNED

SHEET 7

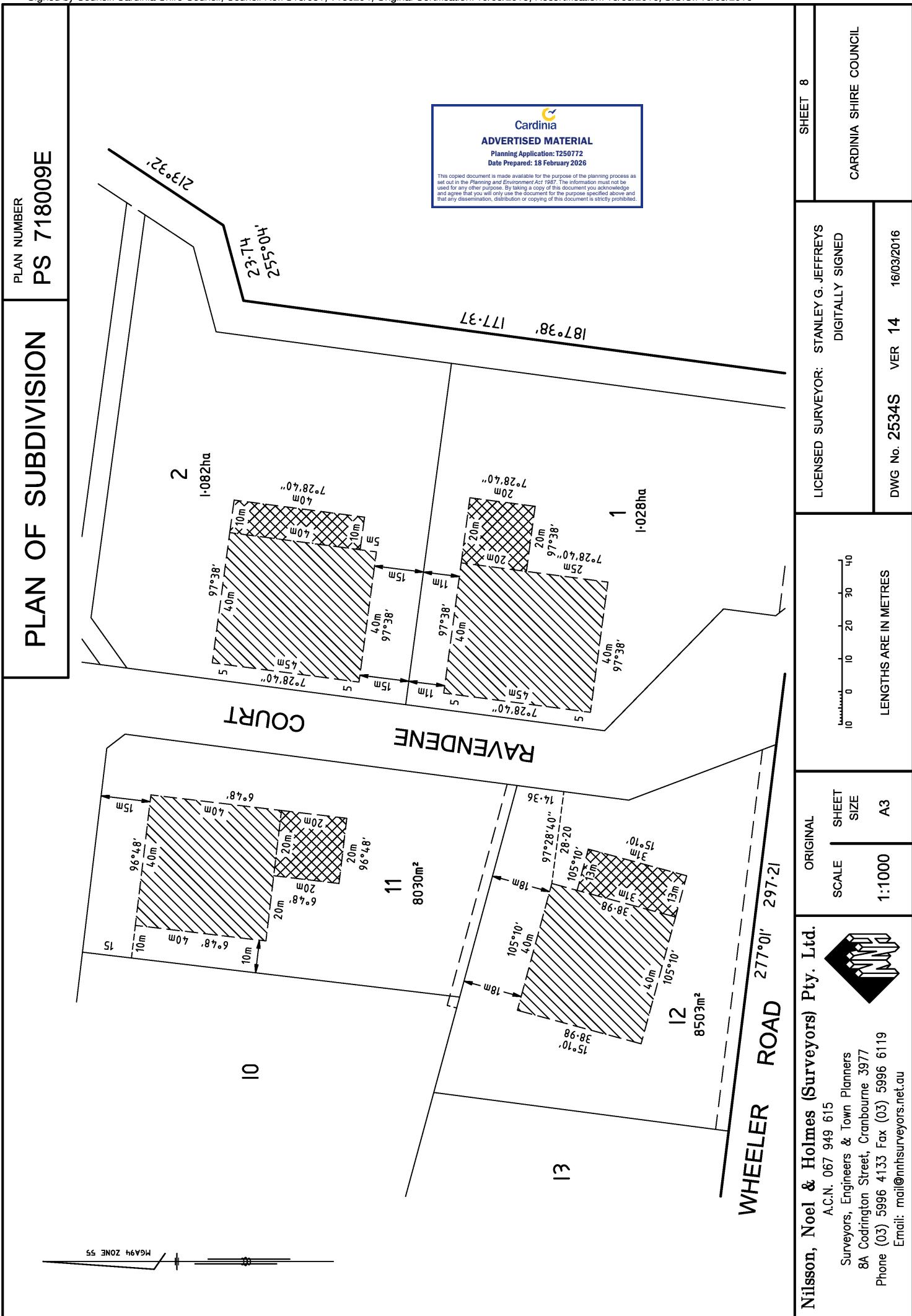
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SCALE  
1:1000

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LENGTHS ARE IN METRES

DWG No. 2534S VER 14 16/03/2016

CARDINIA SHIRE COUNCIL



**Plan of Subdivision PS718009E**  
**Certifying a New Version of an Existing Plan**  
**concurrently with Statement of Compliance (Form 12)**

**SUBDIVISION (PROCEDURES) REGULATIONS 2011**

SPEAR Reference Number: S038256M

Plan Number: PS718009E

Responsible Authority Name: Cardinia Shire Council

Responsible Authority Reference Number 1: S13/081

Responsible Authority Reference Number 2: T130294

Surveyor's Plan Version: 14

**Certification**

This plan is certified under section 11 (7) of the Subdivision Act 1988

Date of original certification under section 6: 19/05/2015

Date of previous recertifications under Section 11(7): 25/02/2016

**Statement of Compliance**

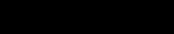
This is a statement of compliance issued under section 21 of the Subdivision Act 1988

**Public Open Space**

A requirement for public open space under section 18 of the Subdivision Act 1988

Has been made and the requirement has been satisfied at Certification

Digitally signed by Council Delegate



Cardinia Shire Council

Organisation:

Date: 16/03/2016



are all distances to landmarks, boundaries, waterways, buildings etc. are clearly marked.

Cardinia  
ADVERTISED MATERIAL  
Planning Application: T250772  
Date Prepared: 18 February 2026

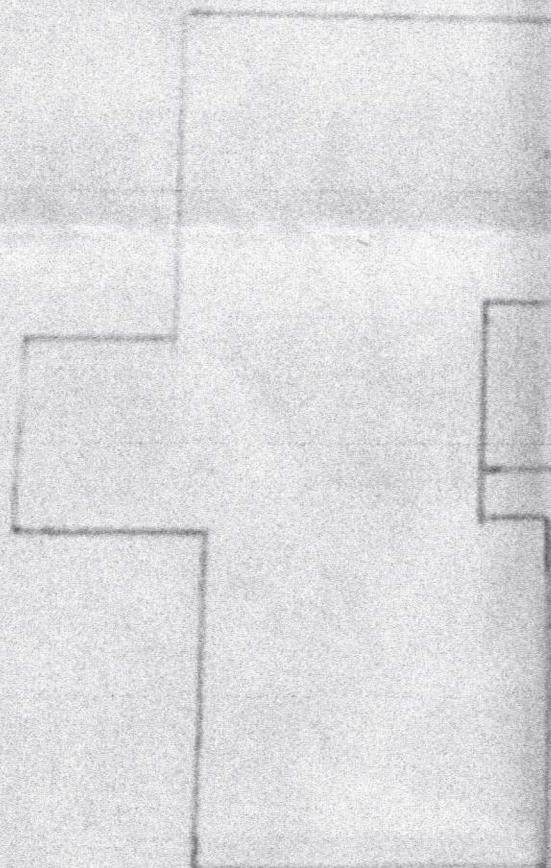
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**WINA SHIRE COUNCIL  
PLAN APPROVED**

Officer \_\_\_\_\_

2/4/14

Environmental Health Unit



40m Subsoil  
Absorption Driv  
ing 80mm side

320m  
Septic Tank  
(concrete)  
ADD 2  
ADDITIONAL  
30m LINES  
For New  
EXTENSION.

1-6-1



VICTORIAN  
BUILDING  
AUTHORITY

# Compliance Certificate

221ZH BUILDING ACT 1993

Certifier's Name

INSTALLATION ADDRESS

Consumer's Name

Number/Lot/Street

Town/Suburb

Consumer Phone

03 226 177

Compliance Cert. No.

11947941

Compliance Cert. P/N

0252

Other: (e.g. consent to connect, rainwater harvesting, etc.)

Address: (e.g. 123 Main Street, Melbourne, VIC 3000, Australia)

Phone: (e.g. 03 123 4567)

Fax: (e.g. 03 123 4567)

## DATE OF COMPLETION OF PLUMBING WORK

19-04-17

## BELLOW GROUND SANITARY DRAINS

Please tick this box to confirm you have lodged an 'all-risk' property drainage plan with the relevant Water Agency before a drainage plan is required by that agency. Section 221ZD (Building Act 1993). Where a 'Consent to Connect' (also underground sanitary drainage or install recycled water reuse) plan is required to be sought from a Water Agency, please provide the consent number below.

## WATER AGENCY 'CONSENT TO CONNECT' NO.

## VALUE OF PLUMBING WORK

Please tick the box that represents the appropriate value of plumbing work, (include the cost of materials and appliances regardless of whether they were purchased from you or not) - rule a line through the others.

Less than \$750

— \$1000 - \$4999

—

\$750 - \$2000

— Above \$2000

✓

Tick to identify the type of work completed:

DOMESTIC

✓ NON-DOMESTIC

## INSTALLATION DATA

Circle appropriate number/s and insert any installation appliance/feature details in the Installation Details section:

ROOF PLUMBING (incl. above ground stormwater drain)

SANITARY PLUMBING

SEPTIC TANK INSTALLATION

DRAINAGE (below ground sewer)

DRAINAGE (below ground stormwater)

COLD WATER PLUMBING

HOT WATER PLUMBING

MECHANICAL SERVICES (includes duct fitting)

BACKFLOW PREVENTION (medium & high risk only)

RESIDENTIAL & DOMESTIC FIRE SPRINKLER SYSTEMS

GREY OR RECYCLED WATER

GASFITTING (natural gas type A installation)

GASFITTING (LPG type A installation)

GASFITTING (other types of gases)

FIRE PROTECTION

IRRIGATION

REFRIGERATED AIR-CONDITIONING

SOLAR INSTALLATION

RAINWATER TANK INSTALLATION

## INSTALLATION DETAILS (e.g. scope of work undertaken, appliance name, appliance type, serial number, etc.)



### ADVERTISED MATERIAL

Planning Application: T250772

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Supply, install and connect 3200L  
all waste concrete septic tank. Supply  
install and connect sub soil absorption  
drains. Inspected by [REDACTED] for  
Cardinia Shire Council

I certify that the above plumbing work complies in all respects with the plumbing laws as defined in Part 12A of the Building Act 1993.

Please tick as appropriate:

The plumbing work was carried out by me or under my supervision.

I have inspected and tested the work carried out by another licensed practitioner. Any necessary further work was carried out by me or under my supervision.

Certifier's Signature

Date

✓ 20-04-17

Holder A responsible for the work, including its commission, in accordance with the Building Act.

**IMPORTANT NOTE TO PRACTITIONERS** This certificate must be given to the owner/consumer (or if issued to a building practitioner or person other than the owner/consumer, then that person must give it to the consumer) within five days of issue.

**IMPORTANT NOTE TO CONSUMERS** Information in this Certificate has been given to the Victorian Building Authority (VBA) in accordance with the Building Act 1993. The information also assists the VBA for its statutory functions to monitor and enforce compliance under the Act and for statistical purposes in a way that does not identify consumers. At [www.vba.vic.gov.au](http://www.vba.vic.gov.au) you may view the details of this Certificate by using the Certificate Number and P/N Number in the top right corner of this Certificate, and also view the VBA's Privacy Policy. All work subject to a Compliance Certificate carries insurance to protect the owner/consumer against defective work by a plumbing practitioner. You should retain



DESIGN GUST WIND SPEED / WIND  
CLASSIFICATION - N3

Bushfire Area Construction Measures - (BAL - 12.5)

NOTES

90MM UPVC STORMWATER DRAIN CONNECTED TO LEGAL POINT OF DISCHARGE TO DIRECTION OF LOCAL AUTHORITY. BUILDER TO CONFIRM DISCHARGE POINT PRIOR TO CONSTRUCTION.

ALL WASTEWATER TO BE CONNECTED TO LEGAL POINT OF DISCHARGE TO DIRECTION OF LOCAL AUTHORITY.

H - INDICATES HABITABLE ROOM WINDOW

THE SITE CUT INDICATED IS APPROXIMATE ONLY. THE BUILDER SHALL ASSESS AND ADJUST THE CUTS AS NECESSARY TO ACCOMODATE CONSTRUCTION VARIABLES SUCH AS:

- SITE DRAINAGE
- SLAB FORMING/BOXING SYSTEM
- TERMITE TREATMENT/CONTROL SYSTEM
- PROPOSED LANDSCAPE FEATURES INCLUDING FINISHED LEVELS, BACKFILLING, PAVEMENT DEPTHS, CROSS FALLS FOR DRAINAGE ETC...

SITE CUTS SHOULD ALLOW FOR 100mm TOP SOIL BACK FILL TO LANDSCAPE AREAS UNLESS NOTED OTHERWISE. HOWEVER, CUTS ARE TO BE MINIMISED TO LIMIT THE NEED FOR EXCESSIVE BACKFILL.

ON SITES WHERE LANDSCAPED AREAS REQUIRE IN EXCESS OF 100mm BACK FILL CLEAN EXCAVATED MATERIAL MAY BE USED IN 150mm COMPACTED LAYERS TO WITHIN 100mm OF F.G.L

BACKFILL UNDER SLABS SHALL BE TO ENGINEER DESIGN/DETAILS.

ALL SITE CUTS ARE TO HAVE CROSS FALL TO PROVIDE POSITIVE DRAINAGE. THE TOE OF EVERY CUT BATTER TO BE PROVIDED WITH 90mm UPVC SLOTTED AGGI DRAIN CONNECTED TO STORMWATER SYSTEM VIA A SLIT PIT.

DENOTES AREA OF SITE CUT

DENOTES AREA OF SITE FILL

SITE AREAS

SITE AREA: 8045m<sup>2</sup>  
SITE COVERAGE: 5.3%  
PERMEABILITY: 94.7%  
GARDEN AREA: 94.7%



ADVERTISED MATERIAL

Planning Application: T250772  
Date Prepared: 18 February 2026

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RAVENDENE COURT

SURVEY BY:



\* LEVELS SHOWN ON THIS PLAN ARE TO AN ARBITRARY DATUM

SITE PLAN

## WINDOW & DOOR NOTES

NOTE: ALL ALUMINIUM WINDOW FRAMES TO BE ALUMINIUM IMPROVED.  
REFER TO ENERGY RATING FOR U-VALUE AND SHGC FOR ALL WINDOWS.  
SAFETY GLASS WHERE WINDOW IS WITHIN 2m OF SHR / BATH BASE.  
OPENABLE PORTION OF THE UPPER FLOOR BEDROOM WINDOWS MUST  
BE FITTED WITH SECURE FITTINGS TO RESTRICT OPENINGS TO MAXIMUM  
125mm AND RESIST AN OUTWARD FORCE OF 250N.

TA - TIMBER AWNING  
TF - TIMBER FIXED  
AA - ALUMINIUM AWNING  
ASD - ALUMINIUM SLIDING DOOR  
HG - HALF GLAZED DOOR  
FG - FULL GLAZED DOOR  
(SG) - SINGLE GLAZED  
(DG) - DOUBLE GLAZED  
(OG) - OBSCURE GLAZED  
(S) - SAFETY GLASS (GRADE A)

## FLOOR AREAS

EXISTING RESIDENCE	311.00 m <sup>2</sup>	33.48 sq
PROPOSED EXTENSION	97.84 m <sup>2</sup>	10.53 sq
DECKING	17.70 m <sup>2</sup>	1.91 sq
	0.00 m <sup>2</sup>	0.00 sq
	0 m <sup>2</sup>	0.00 sq
<b>GRAND TOTAL:</b>	<b>426.54 m<sup>2</sup></b>	<b>45.91 sq</b>



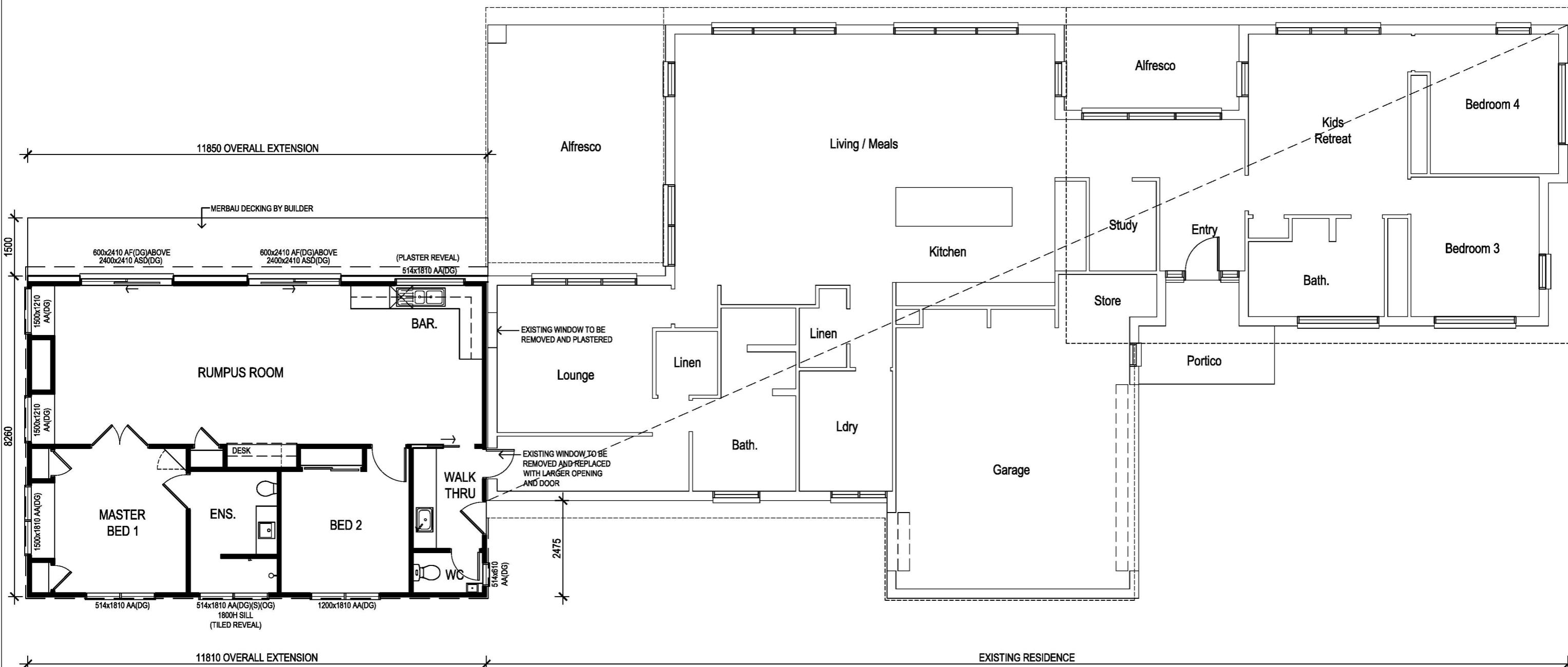
Cardinia

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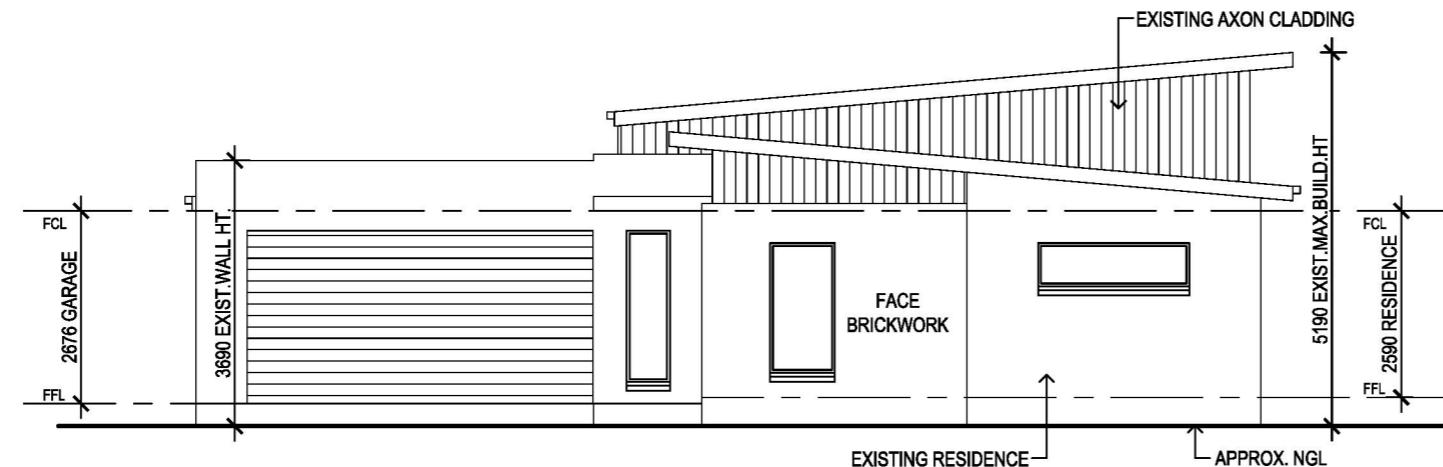
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Date Prepared: 18 February 2026

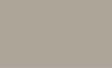
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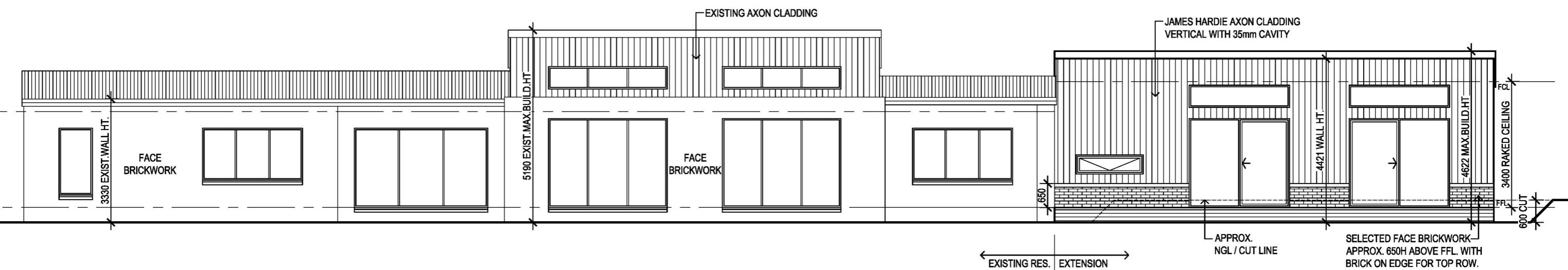


## EXISTING & PROPOSED FLOOR PLAN



**SOUTH ELEVATION**

MATERIALS & COLOUR SCHEDULE	
COLORBOND ROOF - DUNE	
GUTTER - DUNE	
FASCIA - DUNE	
AXON CLADDING - DUNE	
BRICKS - BROWN	
ALL COLORS ARE TO MATCH THE EXISTING.	



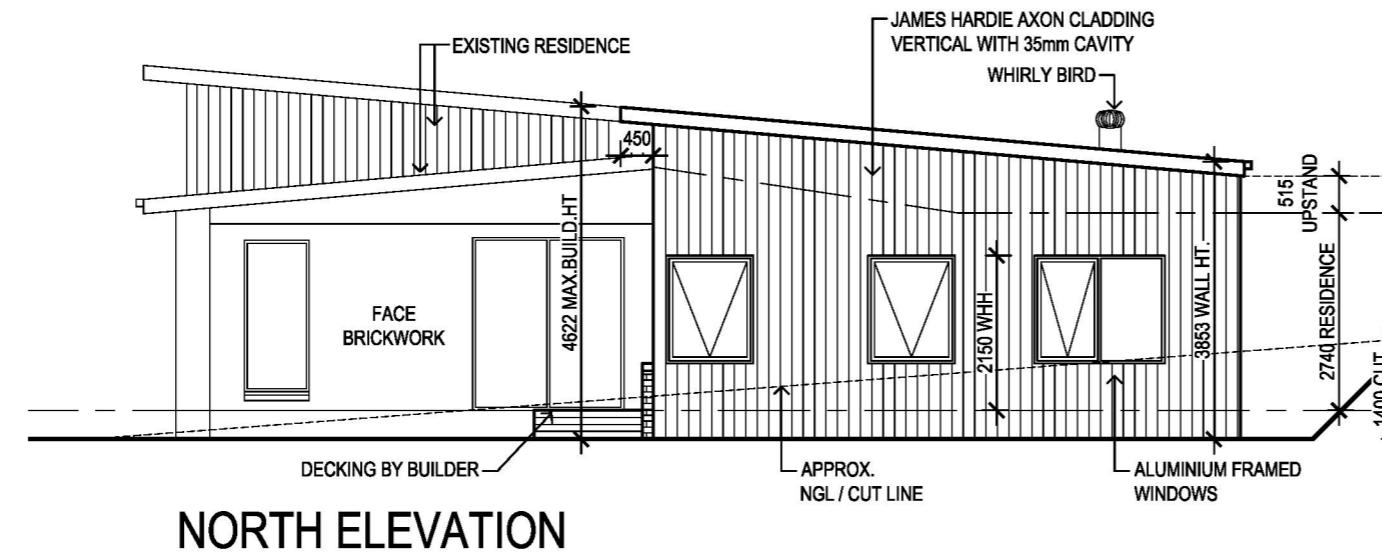
**EAST ELEVATION**



**ADVERTISED MATERIAL**

Planning Application: T250772  
Date Prepared: 18 February 2026

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MATERIALS & COLOUR SCHEDULE	
COLORBOND ROOF - DUNE	
GUTTER - DUNE	
FASCIA - DUNE	
AXON CLADDING - DUNE	
BRICKS - BROWN	
ALL COLORS ARE TO MATCH THE EXISTING.	

