

NOTICE OF AN APPLICATION FOR PLANNING PERMIT

The land affected by the application is located at:	10 Harrys Lane EAGLE POINT VIC 3878 Lot: 15 PS: 528624
The application is for a permit to:	Two Lot Subdivision
A permit is required under the following clauses of the planning scheme:	
Planning Scheme Clause	Matter for which a permit is required
32.03-3	To subdivide land
43.02-3	To subdivide land
The applicant for the permit is:	Crowther & Sadler Pty Ltd
The application reference number is:	5.2025.343.1

You may look at the application and any documents that support the application free of charge at: <https://www.eastgippsland.vic.gov.au/building-and-development/advertised-planning-permit-applications>

You may also call 5153 9500 to arrange a time to look at the application and any documents that support the application at the office of the responsible authority, East Gippsland Shire. This can be done during office hours and is free of charge.

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

An objection must ♦ **be made to the Responsible Authority in writing,**
♦ **include the reasons for the objection, and**
♦ **state how the objector would be affected.**

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

The Responsible Authority will not decide on the application before:	Subject to the applicant giving notice
---	---

If you object, the Responsible Authority will tell you its decision.

April McDonald

From: Snapforms Notifications <no-reply@snapforms.com.au>
Sent: Tuesday, 21 October 2025 4:56 PM
To: Planning Unit Administration
Subject: Planning Permit application
Attachments: 21334 CoT Vol_11115_Fol_094.pdf; 21334 Prop V2.pdf; 21334 Report.pdf; 21334 Design Response V1.pdf; Planning_Permit_Application_2025-10-21T16-55-42_28486954_0.pdf

Planning Permit Application

A "Planning Permit Application" has been submitted via the East Gippsland Shire Council website, the details of this submission are shown below:

Applicant name: Crowther & Sadler Pty Ltd

Business trading name: Crowther & Sadler Pty Ltd

Email address: contact@crowthersadler.com.au

Postal address : PO Box 722 Bairnsdale 3875

Preferred phone number: 0351525011

Owner's name:

Street number: 10

Street name: Harrys Lane

Town: Eagle point

Post code: 3878

Lot number: 15

Plan number: PS528624R

Is there any encumbrance on the Title such as a restrictive covenant, section 173 agreement or other obligation such as an easement or building envelope?: Yes

Will the proposal result in a breach of a registered covenant restriction or agreement?: No

Existing conditions : Residential - dwelling

Description of proposal : Two lot subdivision

Estimated cost of development: 0

Has there been a pre-application meeting: No

ExtraFile: 1

Invoice Payer: Crowther & Sadler Pty Ltd

Address for Invoice: PO Box 722 Bairnsdale 3875

Invoice Email: contact@crowthersadler.com.au

Primary Phone Invoice: 0351525011

Declaration: Yes

Authority Check: Yes

Notice Contact Check: Yes

Notice check 2: Yes

Privacy Statement Acknowledge: Yes

Full copy of Title: [21334 CoT Vol_11115_FoL_094.pdf](#)

Plans: [21334 Prop V2.pdf](#)

Planning report: [21334 Report.pdf](#)

1. Supporting information/reports: [21334 Design Response V1.pdf](#)

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

Page 1 of 3

VOLUME 11115 FOLIO 094

Security no : 124128582082V
Produced 01/10/2025 03:29 PM

LAND DESCRIPTION

Lot 15 on Plan of Subdivision 528624R.
PARENT TITLE Volume 10911 Folio 110
Created by instrument PS528624R 22/01/2009

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors

ENCUMBRANCES, CAVEATS AND NOTICES

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

AGREEMENT Section 173 Planning and Environment Act 1987
AE042834F 06/12/2005

DIAGRAM LOCATION

SEE PS528624R FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: 10 HARRYS LANE EAGLE POINT VIC 3878

DOCUMENT END

ADVERTISED

PS528624R

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PLAN OF SUBDIVISION

STAGE No.

LTO USE ONLY

16/01/2009 11:56:20 PS

EDITION 1

LOCATION OF LAND

PARISH: BAIRNSDALE
TOWNSHIP: —
SECTION: A
CROWN ALLOTMENT: 39, 40, 41 & PARTS 42, 43 & 44
CROWN PORTION: —

TITLE REFERENCES: VOL 10911 FOL 110

LAST PLAN REFERENCE: LOT A ON PS 442895K

POSTAL ADDRESS: FORGE CREEK - EAGLE POINT RD,
(At time of subdivision) EAGLE POINT, 3878

AMG CO-ORDINATES: E 559 200
(Of approx. centre of land in plan) N 5805 400 ZONE: 55

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME: EAST GIPPSLAND SHIRE COUNCIL REF: 105 / 2004 / CAT

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

OPEN SPACE

(i) A requirement for public open space under Section 18 Subdivision Act 1988 has ~~has not~~ been made.

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

(iii) ~~The requirement is to be satisfied in stage~~

Council Delegate
Council seal

Date 10 / 05 / 2005

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

Council Delegate
Council seal

Date / /

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
R1 ROAD	EAST GIPPSLAND SHIRE COUNCIL
RESERVE No. 1	EAST GIPPSLAND SHIRE COUNCIL

NOTATIONS

STAGING This ~~is~~ / is not a staged subdivision
Planning Permit No 00/00089/DS

DEPTH LIMITATION DOES NOT APPLY

LOTS 1-8 (INCLUSIVE) HAVE BEEN OMITTED
FROM THIS PLAN

SURVEY: THIS PLAN IS / ~~IS NOT~~ BASED ON SURVEY

THIS SURVEY IS CONNECTED TO PERMANENT MARK No(s) 372 & 466

EASEMENT INFORMATION

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	WAY & DRAINAGE	SEE DIAG	PS 442895K	LAND IN PS 442895K
E-2	DRAINAGE	2	THIS PLAN	LOTS ON THIS PLAN AND EAST GIPPSLAND SHIRE COUNCIL
E-3	SEWERAGE	SEE DIAG	THIS PLAN	EAST GIPPSLAND REGION WATER AUTHORITY

LTO USE ONLY

STATEMENT OF COMPLIANCE
/ EXEMPTION STATEMENT

RECEIVED



DATE 16/01/2009

LTO USE ONLY

PLAN REGISTERED

TIME 2:45 PM

DATE 22/01/2009

Christopher Nicholson
Assistant Registrar of Titles

SHEET 1 OF 2 SHEETS

Crowthor & Sadler Pty. Ltd.
LICENSED SURVEYORS & TOWN PLANNERS
162 MACLEOD STREET, BAIRNSDALE, VIC., 3875
TELEPHONE (03) 5162 5011

LICENSED SURVEYOR

MICHAEL JOSEPH SADLER

SIGNATURE

Michael Joseph Sadler

DATE 9 / 3 / 2005

REF 11212

VERSION 2

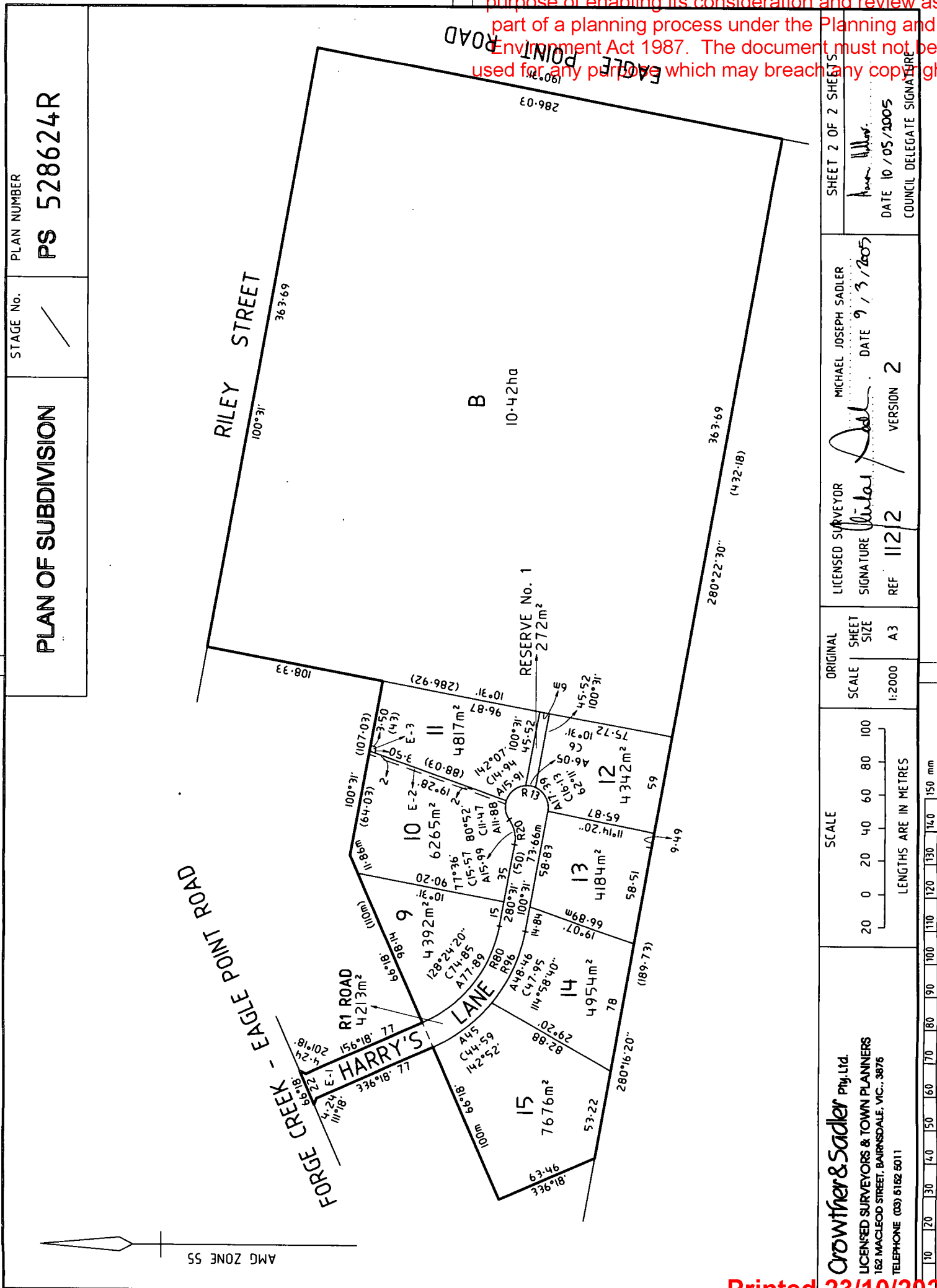
DATE 10 / 05 / 2005

COUNCIL DELEGATE SIGNATURE

ORIGINAL SIZE A4

Printed 23/10/2025

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
	PS 528624R	

Crowther & Sadler Pty Ltd. LICENSED SURVEYORS & TOWN PLANNERS 162 MACLEOD STREET, BAIRNSDALE, VIC., 3676 TELEPHONE (03) 5162 6011	SCALE 20 0 20 40 60 80 100 LENGTHS ARE IN METRES	ORIGINAL SCALE 1:2000	SHEET SIZE A3	LICENSED SURVEYOR SIGNATURE <i>Michael Joseph Sadler</i> DATE 9 / 3 / 2005 VERSION 2	SHEET 2 OF 2 SHEETS DATE 10 / 05 / 2005 COUNCIL DELEGATE SIGNATURE <i>John Wilson</i>
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AE042834F



14 agreement

FORM 18

Section 181

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

Planning and Environment Act 1987

Lodged by:

Name: Erik Olsen & Associates

Phone: 9595 0252

Address: 9/214 Bay Street, Brighton, 3186

Ref: EO Customer Code: 3561P

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

Land: Certificates of Title Volume 10911 Folios 102, 103, 104, 105, 106, 107, 108, 109 and 110.

Authority: East Gippsland Shire Council, 273 Main Street, Bairnsdale, 3875

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.

Signature for the Authority: Aaron Hollow

Name of Officer: AARON HOLLOW, MANAGER DEVELOPMENT

Date: 1 DECEMBER 2005

6 DEC 2005

ADVERTISED

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D.J. HOSKIN

AND

EAST GIPPSLAND SHIRE COUNCIL

SECTION 173 AGREEMENT

Erik Olsen & Associates
Solicitors
9/214 Bay Street,
BRIGHTON, 3186

TEL: 9595 0252
FAX: 9596 2538



Section 173 Agreement

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THIS AGREEMENT is made 15 day of November 2005

BETWEEN:

DAVID JOHN HOSKIN of 13 Buckland Avenue, Newtown in the State of Victoria
("the Owner")

AND

EAST GIPPSLAND SHIRE COUNCIL of 273 Main Street, Bairnsdale in the said State.
("the Council")

INTRODUCTION:

- A. The Owner is the registered proprietor of the subject land.
- B. The Council is the Responsible Authority pursuant to the Act for the Scheme.
- C. The Council and the Owner have agreed that without limiting or restricting their respective powers to enter into this Agreement and insofar as it can be so treated, this Agreement is made pursuant to section 173 of the Act.
- D. The parties enter into this Agreement:
 - (a) to give effect to the intentions of the Council in relation to the use and development of the subject land as herein provided
 - (b) to achieve and advance the objectives of planning in Victoria and the objectives of the Scheme in respect of the subject land.

IT IS AGREED:

1. DEFINITIONS

In this Agreement the terms and words set out in this clause shall have the following meanings unless otherwise indicated by the context:

- 1.1 "the Act" means the Planning and Environment Act 1987.
- 1.2 "the Agreement" or "this Agreement" means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement.
- 1.3 "approved" means approved by the Council.
- 1.4 "development" includes subdivision.
- 1.5 "Lots" means each of lots one to eight plus lot A on Plan of Subdivision 442895K and lots nine to fifteen plus lot B on Plan of Subdivision 528624R and being the land described in Certificates of Title Volume 10911 4045 Folios 879, 102, 103, 104, 105, 106, 107, 108, 109 and 110.
- 1.6 "Owner" means the person or persons entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple in the subject land or any part of it.

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- 1.7 "planning approval" shall mean and include any planning permit issued in accordance with the Act.
- 1.8 "the Scheme" means East Gippsland Planning Scheme.
- 1.9 "the Subdivision Plan" means PS442895K and PS528624R.
- 1.10 "the land" means the land described in Certificate of Title Volume 4045 Folio 879.

2. INTERPRETATION

All provisions of this Agreement are to be interpreted in the following manner unless otherwise indicated by the context:

- 2.1 Undefined terms or words shall have the meanings given in the Act or the Scheme.
- 2.2 The singular includes the plural and the plural includes the singular.
- 2.3 A reference to a gender includes a reference to each other gender.
- 2.4 A reference to a person includes a reference to a firm, corporation or other corporate body.
- 2.5 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.6 A reference to a 'planning scheme' of 'the Scheme' shall include any amendment, consolidation, or replacement of such scheme and any document incorporated by reference into such scheme.
- 2.7 A reference to a statute shall include any statutes amending, consolidating or replacing same and any regulations made under such statutes.
- 2.8 Where in this agreement the Council may exercise any power, duty or function, that power may be exercised on behalf of the Council by an authorised or delegated officer.
- 2.9 All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.

3. AGREEMENT UNDER SECTION 173 OF THE ACT

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

4. EFFECT OF AGREEMENT

- 4.1 This Agreement shall be deemed to come into force and effect from the date of this Agreement.



4.2 The obligations of the Owner under this Agreement being obligations to be performed by the Owner as conditions subject to which the subject land may be used or developed for specified purposes and being intended to achieve or advance the objectives of the Scheme, will take effect as separate and several covenants which shall be annexed to and run at law and equity with the subject land to bind the Owner and each successor, assign or transferee of the Owner including the registered proprietor, the mortgagee in possession and the beneficial owner for the time being of the subject land.

5. OWNER'S WARRANTIES

Without limiting the operation or effect which this agreement has, the Owner warrants that:

- 5.1 apart from the parties referred to in this Agreement, or other persons disclosed in writing to the Council prior to the signing of this Agreement, no other person has any interest either legal or equitable in the subject land which may be affected by this Agreement or by development or use of the subject land pursuant to the Scheme or any permit or approval plan under the Scheme.
- 5.2 the Owner has obtained all necessary authorities and consents to bind all other persons who have any interest either legal or equitable in the subject land.

6. SUCCESSORS IN TITLE

Without limiting the operation or effect which this Agreement has, the Owner shall ensure that, until this Agreement is recorded on the folio of the register which relates to the subject land, the Owner's successors in title will:

- 6.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement: and
- 6.2 execute under seal and deed agreeing to be bound by the terms of this Agreement.

7. COVENANTS OF OWNER

The Owner covenants and agrees that:

Buildings & Driveways

- 7.1 Any building constructed on lots will be set back at least the following distances from the boundary:
 - 10 metres from the road frontage

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- 5 metres from any other boundary

7.2 The access driveway to the lots will be constructed to the satisfaction of the responsible authority, and in any case will be not less than a gravel paved driveway and piped drainage with concrete endwalls in the table drain or swale drain.

7.3 The access driveway to any lot with frontage to Bairnsdale-Forge Creek Eagle Point Road, will be located so as to minimise the clearing of trees on the road reserve.

Notice

7.4 it will bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns:

Compliance

7.5 it will carry out and comply with the requirements of all statutory authorities in relation to the development of the subject land and comply with all statutes, regulations, local laws and planning controls in relation to the subject land;

7.6 it will take all necessary steps to comply with the obligations of each and every clause in this Agreement;

Registration

7.7 it consents to the Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the folio of the Register which relates to the subject land in accordance with section 181 of the Act and do all things necessary to enable the Council to do so including signing any further agreement, acknowledgement or document or procuring the consent of this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section;

Mortgagee to be Bound

7.8 obtain the consent of any mortgagee to be bound by the covenants in



this Agreement if the mortgagee becomes mortgagee in possession of the subject land;

Council's Costs to be Paid

7.9 it will forthwith pay on demand to the Council:

7.9.1 the Council's reasonable costs, disbursements and expenses (including legal expenses and surveyor's fees) of and incidental to:

7.9.2 the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement;

which costs, disbursements and expenses (until paid) are and shall remain a charge on the subject land;

Indemnity

7.10 it will indemnify and keep indemnified the Council, its officers, employees, agents, workmen and contractors from and against all costs, expenses, losses or damages whatsoever which they or any of them may sustain incur or suffer or be or become liable for or in respect of any suit action proceeding judgement or claim brought by any person whatsoever arising from or referable to this Agreement or any non-compliance with this Agreement;

8. POWER OF ATTORNEY

8.1 The Owner hereby appoints the Council, and any persons deriving title under the Council, the Attorney of the Owner for the purposes of carrying out the Owner's obligations pursuant to this Agreement if the Owner fails to do so.

8.2 The Council may not execute any documents under the Power of Attorney referred to in this Agreement unless the Owner has failed to comply with this Agreement within 14 days after the date of service by Council of a notice specifying such non-compliance.

9. NOTICES

9.1 Service of Notice



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

9.1.1 personally to the party: or

9.1.2 by sending it by pre-paid post, addressed to that party at the address for service specified in this document or subsequently notified to each party;
or

9.1.3 by facsimile to the person's number for service specified in this document or subsequently notified to each party.

9.2 Time of Service

A notice or other communication is deemed served:

9.2.1 if served personally, upon service:

9.2.2 if posted within Australia to an Australian address, two business days after posting and in any other case, seven business days after posting;
or

9.2.3 if served by facsimile, at the time indicated on the transmission report produced by the sender's facsimile machine indicating that the facsimile was sent in its entirety to the addressee's facsimile;

9.2.4 if received after 6 p.m. in the place of receipt or on a day which is not a business day, at 9.00 a.m. on the next business day.

10. GENERAL

10.1 Further Assurance

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

10.2 No Waiver

Any time or other indulgence granted by the Council to the Owner or any

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06/12/2005 \$132.30 173



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

10.3 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 shall be served and the other provisions of this Agreement shall remain operative.

10.4 No Fettering of Council's Powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of the Council to make or impose requirements or conditions in connection with any use or development of the subject land or the granting of any planning approval, the approval or certification of any plans of subdivision or consolidation applicable to the subject land or the issue of a Statement of Compliance in connection with any such plans.

11. ENDING OF AGREEMENT

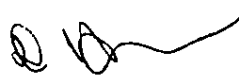
The agreement may be ended wholly or in part of as to any part of the land by the responsible authority with the approval of the Minister or by agreement between the responsible authority and all persons who are bound by any covenant in the agreement.

EXECUTED by the parties on the date set out at the commencement of this Agreement.

SIGNED SEALED AND DELIVERED)

by the said DAVID JOHN HOSKIN)

in the presence of:)

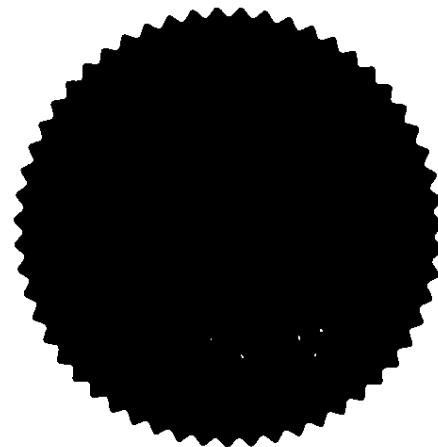



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THE COMMON SEAL of EAST)
GIPPSLAND SHIRE COUNCIL was)
affixed on behalf of Council by)
authority of the Chief Executive)
Officer on the 15TH day of ~~NOVEMBER~~)
2005 in exercise of the power)
delegated under Administration)
Procedures (use of Common Seal))
Local Law in the presence of:)



.....
Chief Executive Officer
.....

Witness



CONSENT

ST. GEORGE BANK LTD ACN 055 513 070 as mortgagee (Mortgage AB420076S) of the land hereby consents to the within Section 173 Agreement.

St. George Bank Limited ABN 92 055 513 070, which certifies that it is entitled to be registered as proprietor of mortgage no. AB420076S, hereby consents to the within Application for Section 173 Agreement.

Dated the 17th day of October 2005

Executed by St. George Bank Limited
by its Attorneys
Paul Sawczenko
and
Susan Marion Cabot
who certify that they are **Branch Securities Manager**
and **Credit Analyst**
pursuant to Power of Attorney dated 2nd October
1997, a certified copy of which is filed in
Permanent Order Book 277 at Page 13 Item 3
in the presence of:
Rian Leslie London

)
)
) *Susan Marion Cabot*
)
) *Paul Sawczenko*
)
)
)
)
)
) *Rian Leslie London*
)

Planning Report

Two Lot Subdivision
10 Harrys Lane, Eagle Point

Our reference – 21334

October 2025



FS 520900



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	Application Form	
	Proposed Subdivision Plan (Version 2)	
	Design Response (Version 1)	
	Copy of Title (Lot 15 on PS528624)	

Note: Applicable Planning Application fee is \$1,496.10

1. Introduction

This Planning Report is prepared in support of a proposed two lot subdivision at 10 Harrys Lane, Eagle Point. The Report addresses the provisions of the Low Density Residential Zone and Design and Development Overlay 11 as contained within the East Gippsland Planning Scheme.



Aerial image of the subject land and surrounds (Source: Google Earth)

2. Subject Land & Surrounding Context

The subject land is 10 Harrys Lane, Eagle Point and formally described as Formally known as Lot 15 on PS528624. The subject land is an irregular shape having an area of 7,676 square metres. The property has a frontage to Harrys Lane of 45 metres and an depth of approximately 110 metres.

The subject land is developed with a double storey dwelling in the north east of the property. A large outbuilding is located behind the dwelling approximate within the eastern part of the land, setback approximately 10 metres from the south-east side boundary. Vehicle access to the property is obtained near the north-east corner of the site.

The property appears relatively flat with a modest fall from the north-west to the south-east across the lot. Screen planting has been established adjacent to the north-west and south-west boundaries.



Image of the northern part of the subject land looking south-west from Harrys Lane

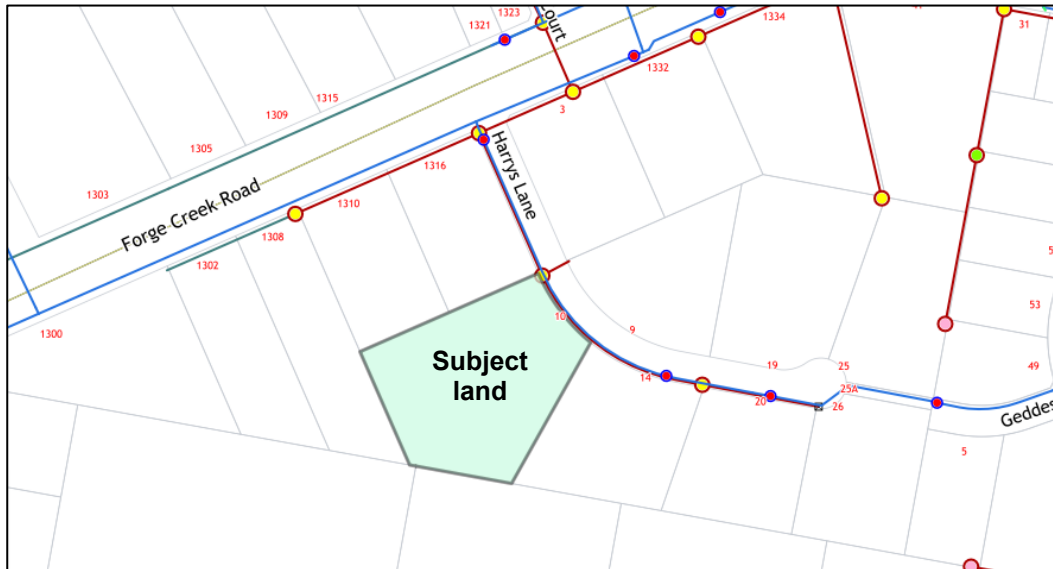


Image of the southern part of the subject land looking south-west from Harrys Lane



Image of the southern part of the subject land

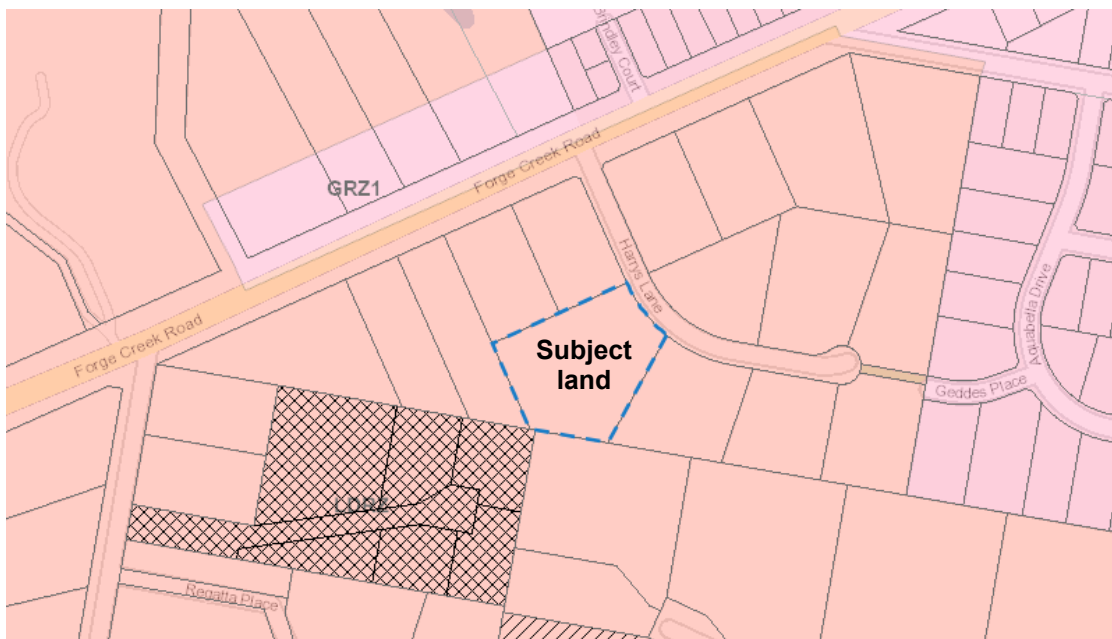
The subject land as well as numerous other properties in the area are connected to reticulated water, sewerage, electricity and telecommunications.



Reticulated sewerage mapping showing the subject land is connected to reticulated sewerage (Source: EGW)

Harrys Lane is an established residential precinct located between Forge Creek Road to the west and Woodman Road to the north. This precinct is contained within the Low density Residential Zone having an irregular subdivision pattern comprising a variety of lot sizes and shapes. Properties in Harrys land and surrounding the subject land are in the range of 4000m² - 6,500m².

The area sees lots of various sizes and shapes generally developed with large dwellings and associated outbuildings, with dwellings often located centrally on allotments and setback from street frontages.



Zone mapping of the precinct demonstrating a range of lot (Source: VicPlan)

Dwellings developed on properties are usually single storey dwellings, incorporate pitched roofs, have articulated facades, larger opening sizes and are often constructed from more heavier weight materials such as brick and masonry.

Properties are serviced with large driveways leading to dwelling garages and outbuildings and providing large turnaround areas. Driveways are generally developed with gravel surfaces and front fencing if any are of an open style.

Most properties within the precinct have well established landscaped gardens containing a mix of native and exotic vegetation species and large areas of grassed/lawn areas.



*Aerial image of the subject land showing property development within the precinct
(Source: VicPlan)*

Unlike many other Low Density Residential Zoned areas of the Shire properties are well serviced with the provision of asphalt constructed roads with table drains. The precinct enjoys a full range of utility services being reticulated electricity, water, telecommunications and importantly sewerage.

3. The Application & Proposal

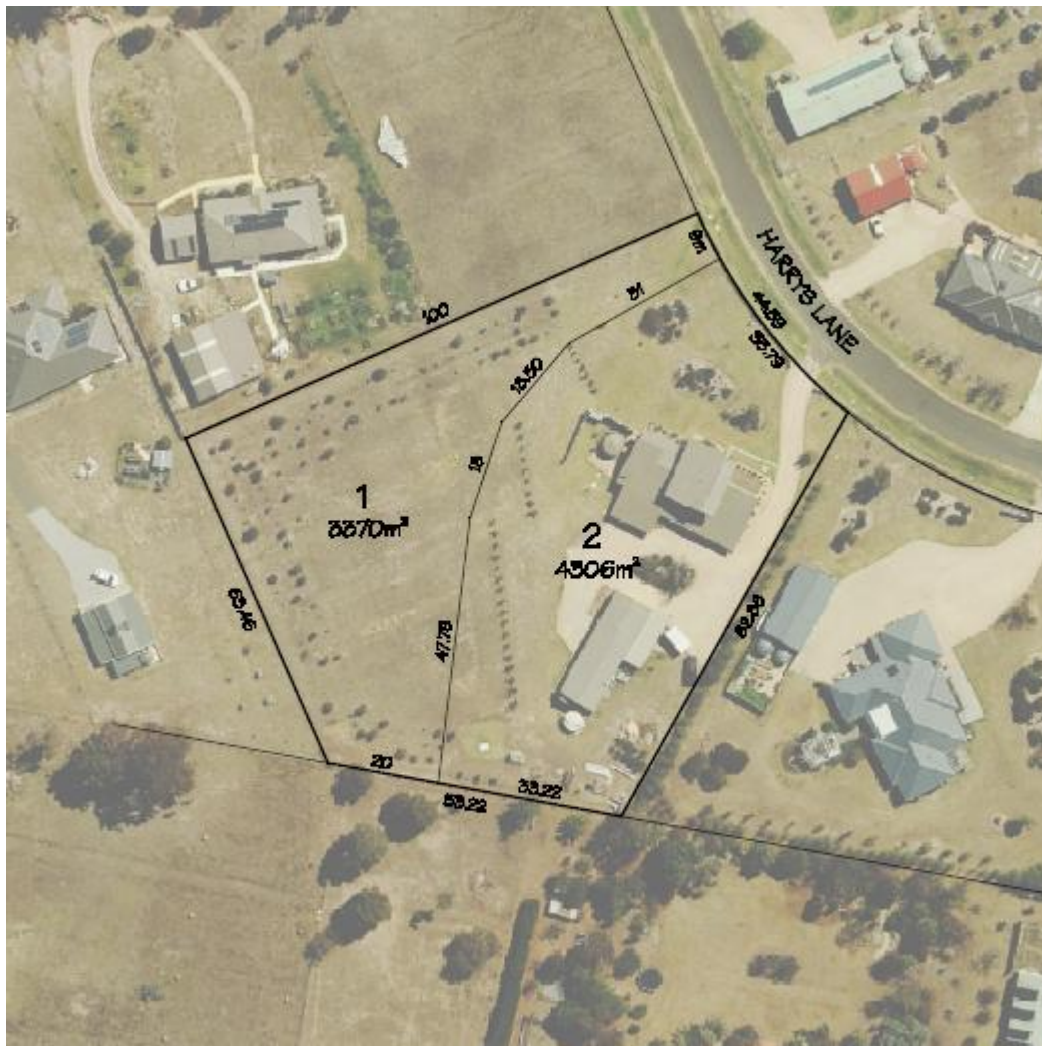
The application seeks approval to subdivide that subject land into two lots.

Proposed Lot 1 will have a frontage to Harrys lane at the north west corner that will provide connection to services and vehicle access from Harrys Lane. Lot 1 takes up much of the north side and rear of the property resulting in an area of 3370 square metres.

Lot 2 will contain the existing dwelling and outbuilding and will have an area of 4306 square metres.

The proposed subdivision has been designed to take advantage of the properties connection to reticulated sewerage which allows lots to be created between 2,000 and 4,000 square metres.

Proposed Lot 2 will be of sufficient size to allow for a dwelling to be constructed with spacing between built form maintaining the neighbourhood character of the low density residential area.



Proposed plan of subdivision

Planning approval is required pursuant to the following Clauses of the East Gippsland Planning Scheme:

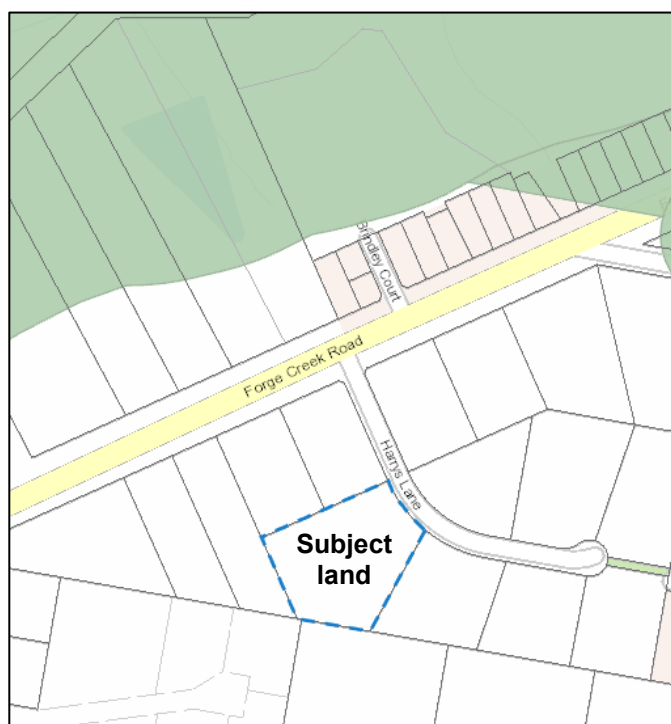
Planning Scheme Clause	Matter for which a Permit is required
Clause 32.03-3 Low Density Residential Zone	Subdivide land
Clause 43.02-3 Design and Development Overlay 11	Subdivide land

The application does not require referral to any authorities in accordance with Section 55 of the *Planning and Environment 1987*.

4. Cultural Heritage

Pursuant to Regulation 7 of the *Aboriginal Heritage Regulations 2018*, a CHMP is required for an activity if:

- (a) *all or part of the activity area for the activity is in an area of cultural heritage sensitivity; and*
- (b) *all or part of the activity is a high impact activity*



Extract from Cultural Heritage Sensitivity mapping, with sensitive areas shown in green (Source: VicPlan)

The subject land is not within an area of cultural heritage sensitivity and a two lot subdivision is not considered a high impact activity and as such a CHMP is not required for the proposed development.

5. Planning Policy

5.1 Planning Policy Framework

Positive planning policy support for the proposed subdivision is contained within Clause 11.01-1S Settlement. The proposed subdivision within the settlement boundary of Eagle Point, will capitalise on opportunity for infill redevelopment, provides for population growth, assists to limit urban sprawl and directs growth into an existing settlement.

Located between Paynesville and Bairnsdale, the further growth of Eagle Point is supported given its close proximity to other larger regional towns (Clause 11.01-1R Settlement – Gippsland).

Clause 11.01-1L-01 East Gippsland settlements supports the proposed subdivision as infill development within existing towns is encouraged, consolidation of township areas is preferred opposed to dispersed development and both lots will be connected to reticulated sewerage.

The proposed subdivision is consistent with the Eagle Point Framework Plan providing for infill subdivision within the Low Density Residential Zoned area of the town as supported by Clause 11.03-4L-12 Eagle Point.

The subject land substantially elevated (28m AHD) some distance from the Lake King foreshore and therefore is not vulnerable to coastal inundation and erosion (Clause 13.01-2S Coastal inundation and erosion).

Consistent with Clause 15.01-3 Subdivision design the proposal will create a large vacant allotment ensuring future building spacing within the area will be maintained, provides a vacant lot to suit a variety of dwellings, maintains the garden character of the area and provides for a lot that can be developed with a future energy efficient dwelling.

Consistent with Clause 16.01-1S Housing supply the proposed subdivision will play a role in East Gippsland providing for an additional 11,000 homes and increases the proportion of housing within an existing urban area reducing reliance in greenfield areas.

Development of an additional vehicle crossing will not detract from the neighbourhood character of the area as sought within Clause 18.02-4S and 18.02-4L-01 Roads.

The subject land benefits from reticulated sewerage, water, electricity and telecommunications as encouraged within Clauses 19.03-2S and 19.03-2L Infrastructure design and construction.

5.2 Municipal Planning Strategy

Clause 02.03-1 Settlement and housing – coastal settlements advises that Eagle Point is a small consolidated town distinct from Paynesville. The proposed subdivision will forward the relevant Council strategic direction for coastal settlements which seeks to provide significant expansion of existing areas in Eagle Point.

Environmental and landscape values within Clause 02.03-2 are respected by the proposal as no remanent native vegetation on the subject land requires removal and no waterways will be disrupted by future development on the vacant lot created.

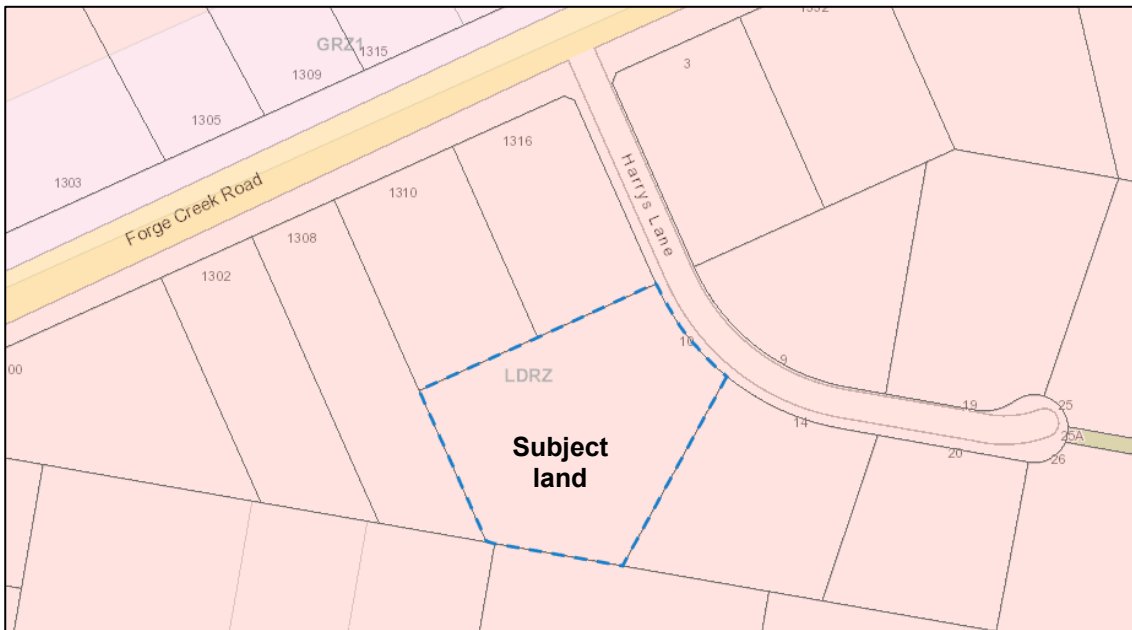
Being located within a modified environment the site is well positioned for further development as the property is not identified within a high risk bushfire area nor is it within an area subject to flooding consistent with Clause 02.03-3 Environmental risks and amenity.

The natural beauty of the area is able to be maintained by a sensitively designed dwelling below the prevailing canopies, maintaining landscaping on site and providing for meaningful setbacks from adjoining built form as encouraged by the lot layout (Clause 02.03-5 Built environment and heritage).

6. Planning Elements

6.1 Low Density Residential Zone

The subject land is contained within Low Density Residential Zone in accordance with the East Gippsland Planning Scheme.



Planning scheme zone mapping (Source: VicPlan)

The purposes of the Low Density Residential Zone are met by the proposed subdivision as positive planning policy support is contained within the Planning Policy Framework and Municipal Planning Strategy and provides a vacant lot for residential development connected to reticulated sewerage.

Pursuant to Clause 32.03-3 Subdivision each lot to be created must be a minimum of 0.2 hectares if connected to reticulated sewerage.

Clause 32.03-5 requires a report to be submitted with the application that advises of particular requirements:

- The subject land is connected to reticulated sewerage and will be connected to each lot avoiding risks to human health and the environment.
- A design response accompanies the application which demonstrates that the vacant allotment is able to contain a building envelope and driveway. The design response also shows existing vegetation on the property.
- Existing use and development of adjoining and nearby land is for the purposes of residential use. The creation of an additional residential lot and will sit comfortably within the surrounding context of the area.
- The subdivision can not be staged.

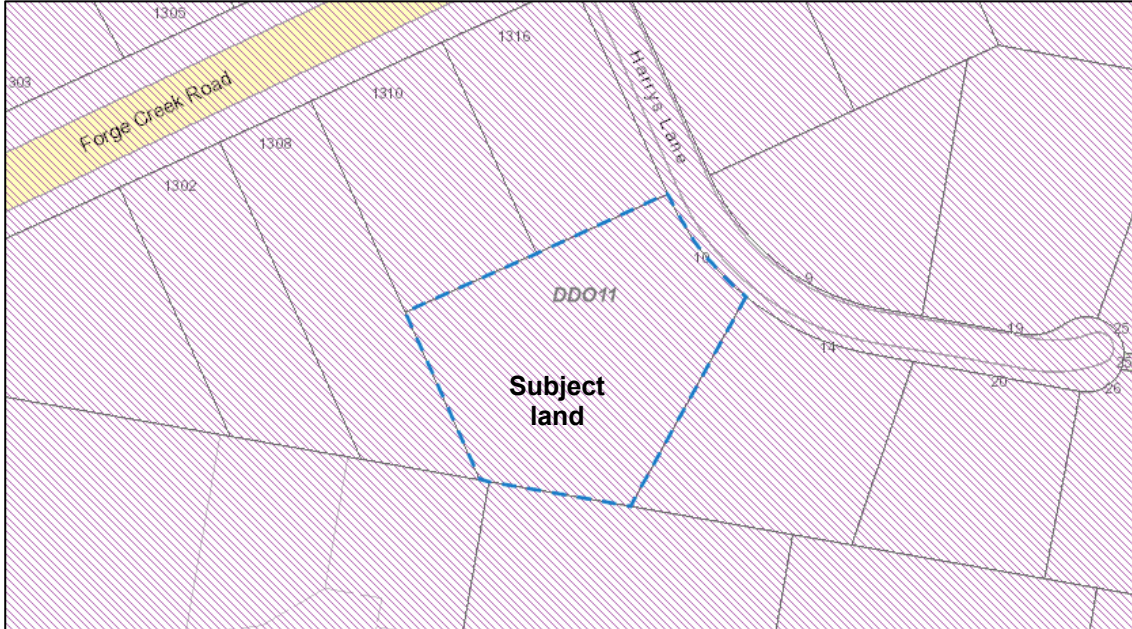
Decision Guidelines

A review of the decision guidelines has been undertaken and the following comments are provided:

- Strong planning policy support for the proposed subdivision is contained within the Planning Policy Framework and Municipal Planning Strategy. The subdivision will make the most efficient use of the land and realises the communities financial contributions to urban infrastructure. No detrimental environmental values will be impacted and environmental risks are low.
- The subdivision will maintain the vegetated character of the area with the majority of existing vegetation planted around the property boundaries able to be kept.
- All utility services are available to both lots including sewerage, water, drainage, electricity and telecommunications.
- The vacant lot to be created has the ability to have the future dwelling connected to rainwater tanks for reuse on the property and reduce the use of drinking water.
- The land is already connected to drainage which is released to swale drain in the road verge.

6.2 Design and Development Overlay 11

The site is subject to the Design and Development Overlay 11.



Planning scheme overlay mapping (Source: VicPlan)

Schedule 11 to the Overlay is Residential Development in Coastal Settlements

It is considered that the design objectives of schedule 11 are positively addressed:

- The township character of the Low Density Residential Zoned areas of Eagle Point sees larger dwellings and outbuildings located within generally landscaped garden settings, generous setbacks between built form, larger driveways with often dual access and lots ranging in size, dimensions and areas. The proposed subdivision will allow these neighbourhood elements to be achieved with the creation of two larger allotments, that will enable the spacing of buildings and allowing for landscaping opportunities.
- Development of the proposed lots within a flatter terrain with significant property perimeter planting will allow a future house on the vacant allotment to minimise visual impacts and integrate with the surrounding landscape.
- Mature vegetation within the Boyd Court and Lake Victoria Road precincts will allow a new dwelling on the proposed vacant lot to be designed to be visually unobtrusive and below the prevailing mature tree canopy.

A review of the decision guidelines of schedule 11 has been undertaken and the following comments are offered:

- Vegetation removal associated with the proposed subdivision has been avoided where possible so as to maintain the landscaped character of the area.
- The size of both proposed lots are generous providing an opportunity for future landscaping.
- No detrimental environmental impacts will result from the subdivision.
- The Harry Lane precinct is linked in with the residential estate to the east with a grassed pedestrian corridor. As this link exists there is no need for this two lot subdivision to contribute to pedestrian walkways.
- No drainage, wetland areas and existing remanent natural vegetation are present on the site.
- No wildlife corridors are present on the property that the proposed subdivision would disrupt.
- Being within an elevated part of the township and well setback from the Lake foreshore results in the subject land being unlikely to be impacted by future coastal processes.

7. Conclusion

The proposed two lot subdivision at 10 Harrys Lane, Eagle Point is considered to accord with all relevant provisions of the Low Density Residential Zone and Design and Development Overlay 11 of the East Gippsland Planning Scheme. The proposal is consistent with the Planning Policy Framework and Municipal Planning Strategy and it has been designed to complement the adjoining properties and the local character of the area.

For these reasons we respectfully request that Council consider the merits of the application favourably and resolve to issue a Planning Permit.

DESIGN RESPONSE PLAN

PARISH OF BAIRNSDALE
SECTION A
CROWN ALLOTMENTS 43 & 44 (PARTS)

LOT 15 ON PS528624

MGA2020 ZONE 55



10 HARRYS LANE, EAGLE POINT

Crowther & Sadler Pty. Ltd.

LICENSED SURVEYORS & TOWN PLANNERS
152 MACLEOD STREET, BAIRNSDALE, VIC., 3875
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FILENAME: Y:\21000-21999\21300-21399\21334 Thornton\21334 Design Response V1.pro

NOTATIONS

AREAS ARE APPROXIMATE ONLY
DIMENSIONS ARE SUBJECT TO SURVEY

SCALE (SHEET SIZE A3)

1 : 800

SURVEYORS REF.

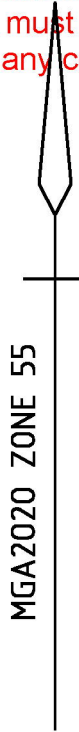
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VERSION 1 - DRAWN 02/10/2025

PROPOSED SUBDIVISION

PARISH OF BAIRNSDALE
SECTION A
CROWN ALLOTMENTS 43 & 44 (PARTS)

LOT 15 ON PS528624



MGA2020 ZONE 55



10 HARRYS LANE, EAGLE POINT

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NOTATIONS	
AREAS ARE APPROXIMATE ONLY DIMENSIONS ARE SUBJECT TO SURVEY	
SCALE (SHEET SIZE A3)	SURVEYORS REF.
1 : 800	21334 VERSION 2 - DRAWN 30/09/2025