

Form 2

NOTICE OF AN APPLICATION FOR PLANNING PERMIT

The land affected by the application is located at:	415 Lake Tyers Beach Road LAKE TYERS BEACH VIC 3909 Lot: 1 PS: 916897
The application is for a permit to:	Buildings and works to extend existing dwelling and outbuilding
A permit is required under the following clauses of the planning scheme:	
Planning Scheme Clause	Matter for which a permit is required
Clause 43.02-2	Total building footprint is greater than 300 sqm.
Clause 44.06-2	Building and works associated with dwelling
The applicant for the permit is:	Lake Tyers Beach Design
The application reference number is:	5.2026.152.1

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.



Planning Permit Application

s47 Planning and Environment Act 1987; r13 Planning and Environment Regulations 2015

Applicant Details:

Applicant name:	Ashley Carroll		
Business trading name (if applicable):	Lake Tyers Beach Design		
Email address:	ashley@ltbeachdesign.com		
Postal address:	27 Gully Road - LAKE TYERS BEACH - Vic		Postcode: 3909
Preferred Phone number:	0438 321 559	Secondary number:	

Owners Details: (if not the applicant)

Owner name:			
Business trading name (if applicable):			
Postal address:			Postcode:

Description of the Land:

Street number:	415	Street name:	Lake Tyers Beach Road
Town:	Lake Tyers Beach	Postcode	3909

AND/OR

Lot Number:	1	Plan Number:	PS 916897
Other Legal Description:			

Other legal description may be a Crown Allotment reference, Volume/Folio, or other title descriptor. If the proposal relates to multiple addresses/parcels, please attach a document with a list of the owner and land description details for each additional property.

Declaration in relation to Title Restrictions:

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?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Will the proposal result in a breach of a registered covenant restriction or agreement?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Existing conditions:

Describe how the land is currently used and developed:

Existing Single Dwelling and Outbuilding (Shed)



Planning Permit Application

s47 Planning and Environment Act 1987; r13 Planning and Environment Regulations 2015

Description of proposal:

Provide a brief description of your proposal:

Buildings and Works - Extensions to an Existing Dwelling and Shed (proposed Carport)

Estimated cost of development:	\$ 350,000
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Note: You may be required to verify this estimate

Has there been a pre-application meeting: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Officer name:
Your application reference number: 25012	

Application requirements and supporting documents

Required:

- Title to each property subject to the application (must have been generated within the past 30 days)
- Full copy of Covenants or Section 173 agreements if applicable, and details of beneficiaries if there is a proposal which would contravene, alter, or end a covenant or restriction.
- Supporting documents which are mandatory requirements of the Planning Scheme (e.g. – Native Vegetation Removal Report, Bushfire Management Statement, Geotechnical report/waiver)
- Plans as relevant to the proposal

Suggested, or subject to requirements of the scheme

- A report responding to the relevant application requirements and the policies and objectives of the East Gippsland Planning Scheme
- Supporting information/reports which are commonly considered with similar applications (e.g. – Land Capability Assessment, Bushfire Management Statement, Geotechnical report/waiver)

If you need more space or have more information, please attach with this form.

Payment of Application Fees

This application has an associated cost to be confirmed by a senior planning officer in accordance with the *Planning and Environment (Fees) Regulations 2016*. An invoice will be generated once the application has been assessed to confirm it is complete.

Invoice Recipient (Payer):	
Address	
	Postcode:
Email Address:	Phone Number:



Planning Permit Application

s47 Planning and Environment Act 1987; r13 Planning and Environment Regulations 2015

Privacy Statement

The East Gippsland Shire Council asks for details about you to make decisions on planning permit applications. The information you give to us on this form is used for your application and is required for Council to make its decision under the *Planning and Environment Act 1987*. Sometimes we may provide a copy of this application form to another person, but only if it is for a legitimate purpose that is related to the planning process, or we are allowed by law, or to protect people or property. If your information is put onto Council's website or provided to another person, Council will always try to make sure your privacy is protected in line with the *Privacy and Data Protection Act 2014*. For instance, if requested by another person, after deciding that it is requested for a legitimate purpose, Council will obtain an undertaking from the recipient confirming how they will use your personal information and that they will destroy it once used.

You may ask for more information about Council's Privacy Policy by contacting our Privacy Officer on 03 5153 9500 or e-mail feedback@egipps.vic.gov.au. You can gain access to information you provided to us through the *Freedom of Information Act 1982*, more information about FOI is available on Council's website.

Declarations:

I declare that I am the applicant and that all the information in this application is true and correct and the owner(s) (if not myself) has (have) been notified of the permit application. I confirm that I have authority to use the relevant documents. In the event that the giving of notice is required pursuant to Section 52 of the *Planning and Environment Act 1987*, I permit documents submitted as part of this application, including my full contact information, to be made available for public viewing on Council's website. In the event that the giving of notice is required pursuant to Section 52 of the *Planning and Environment Act 1987*, and I receive instructions to give notice to potentially affected parties, I confirm that I will destroy the instructions and personal information once the information is no longer necessary. I accept the East Gippsland Shire Council Privacy Statement.

Applicant signature: _____

Name: Ashley Carroll

Date: 01 / 04 / 2026

Contact Council



03 5153 9500



feedback@egipps.vic.gov.au



eastgippsland.vic.gov.au



PO Box 1618, Bairnsdale 3875

Customer Service Centres:

- **Bairnsdale:** 273 Main Street
- **Lakes Entrance:** 18 Mechanics Street
- **Mallacoota:** 70 Maurice Avenue
- **Omeo:** 179 Day Avenue
- **Orbost:** 1 Ruskin Street
- **Paynesville:** 55 Esplanade

REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958 Page 1 of 3

VOLUME 12534 FOLIO 682

Security no : 124133627441K
Produced 09/04/2026 09:49 AM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 916897Q.
PARENT TITLES :
Volume 09187 Folio 363 Volume 11255 Folio 739
Created by instrument PS916897Q 05/03/2024

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor

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 as to part Section 173 Planning and Environment Act 1987
AF562688E 03/01/2008

AGREEMENT as to part Section 173 Planning and Environment Act 1987
AH631973F 24/11/2010

DIAGRAM LOCATION

SEE PS916897Q 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: 415 LAKE TYERS BEACH ROAD LAKE TYERS BEACH VIC 3909

ADMINISTRATIVE NOTICES

NIL

eCT Control
Effective from

DOCUMENT END



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Document Type	Plan
Document Identification	PS916897Q
Number of Pages (excluding this cover sheet)	3
Document Assembled	22/05/2026 13:48

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PLAN OF SUBDIVISION	EDITION 1 PS 916897Q
LOCATION OF LAND PARISH: COLQUHOUN TOWNSHIP: - SECTION: B CROWN ALLOTMENT: 3 & 4 (PARTS) CROWN PORTION: - TITLE REFERENCE: Vol 9187 Fol 363 Vol 11255 Fol 739 LAST PLAN REFERENCE: Lot 4 on LP119433 Lot 1 on PS644508U POSTAL ADDRESS: 415 & 421 LAKE TYERS BEACH ROAD (at time of subdivision) LAKE TYERS BEACH, 3909 MGA2020 Co-ordinates (of approx. centre of land in plan) E 593 900 ZONE 55 N 5809 450	Council Name: East Gippsland Shire Council Council Reference Number: PS916897Q Planning Permit Reference: 445/2022/P SPEAR Reference Number: S219866J Certification This plan is certified under section 6 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has not been made Digitally signed by: Robert Pringle for East Gippsland Shire Council on 30/10/2023 Statement of Compliance issued: 31/10/2023

VESTING OF ROADS AND/OR RESERVES	NOTATIONS				
<table border="1"> <thead> <tr> <th>IDENTIFIER</th> <th>COUNCIL/BODY/PERSON</th> </tr> </thead> <tbody> <tr> <td>Nil.</td> <td>Nil.</td> </tr> </tbody> </table>	IDENTIFIER	COUNCIL/BODY/PERSON	Nil.	Nil.	Lot 2 consists of 2 parts Lot 2 is not subject to survey. The dimensions and area of lot 2 is by deduction from title. Waterway Notation: Lot 2 in this plan may abut Crown Land that may be subject to a Crown Licence to use.
IDENTIFIER	COUNCIL/BODY/PERSON				
Nil.	Nil.				
NOTATIONS					
DEPTH LIMITATION: Does not apply. SURVEY: This plan is/is not based on survey. STAGING: This is/is not a staged subdivision. Planning Permit No. 445/2022/P This survey has been connected to permanent marks No(s). 47, 146 & 175. In Proclaimed Survey Area No. /-					

EASEMENT INFORMATION

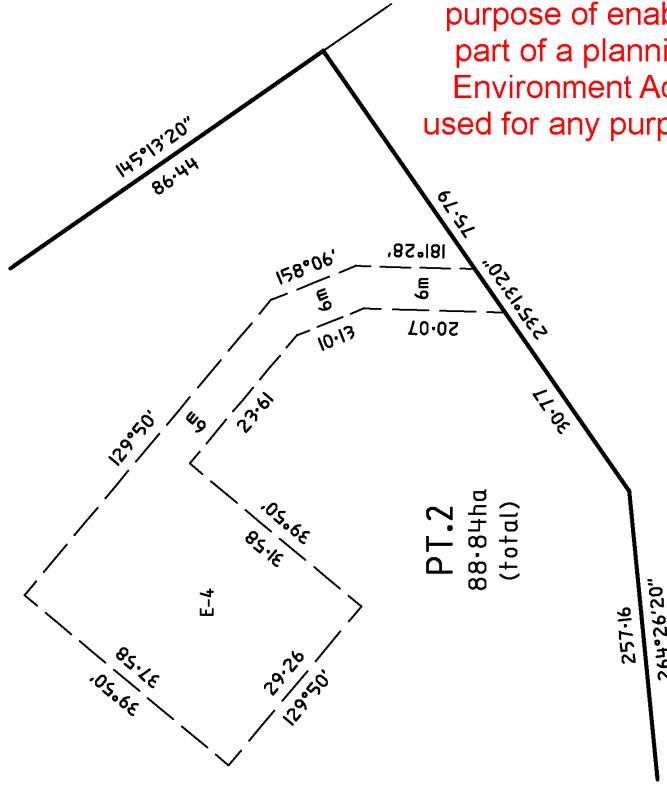
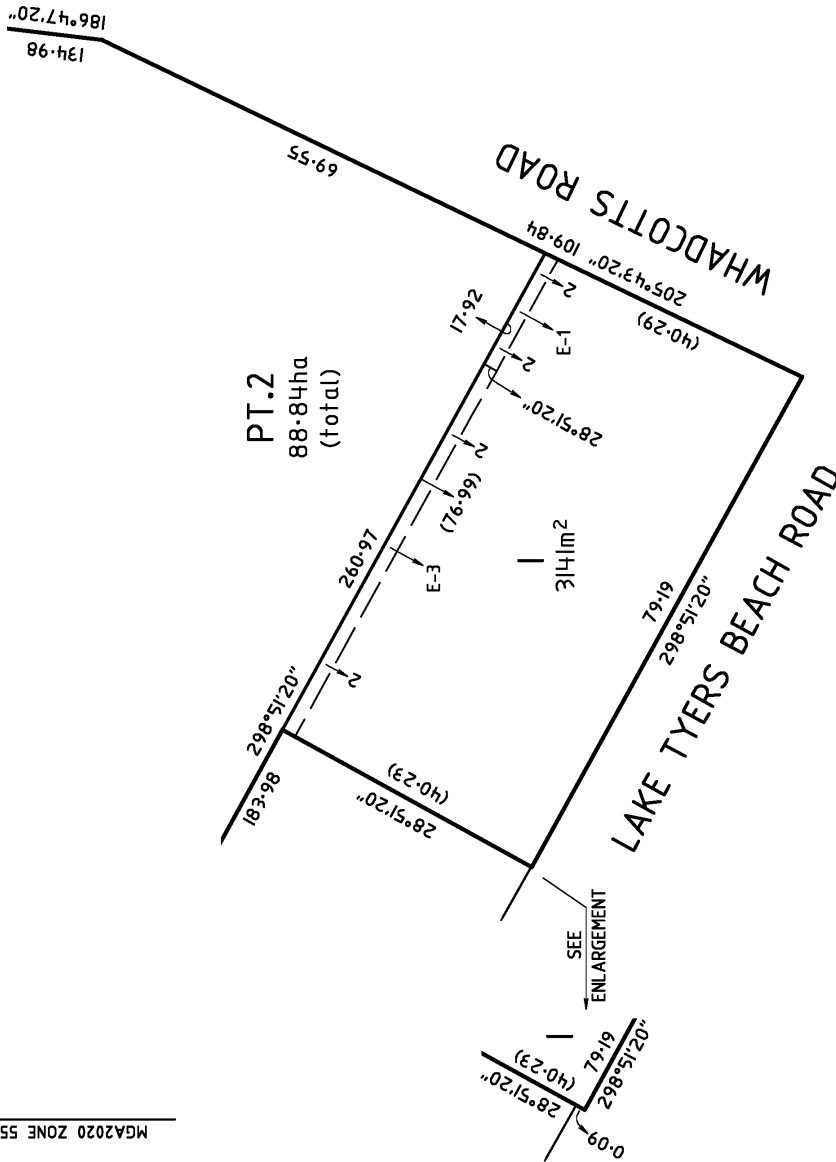
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	Drainage & Sewerage	2	C/E G 252038	C/T Vol 8312 Fol 128
E-2	Powerline	16	PS5100955 - Section 88 of the Electricity Industry Act 2000	TXU Electricity Pty Ltd
E-3	Drainage	2	LP119433	Lots in LP119433
E-4	Drainage	See diag.	PS603362D	East Gippsland Shire Council

 P:1300 853 157 M:0400 543 157 sks@oneplangroup.com.au www.oneplangroup.com.au GIPPSLAND - MELBOURNE	SURVEYORS FILE REF: 211826 PS-1	ORIGINAL SHEET SIZE: A3 SHEET 1 OF 3 SHEETS
	Digitally signed by: Scott Charles Kimm, Licensed Surveyor, Surveyor's Plan Version (1), 02/10/2023, SPEAR Ref: S219866J	Land Use Victoria Plan Registered 10:41 AM 05/03/2024 Assistant Registrar of Titles

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PS916897Q



SCALE 1:750
 LENGTHS ARE IN METRES
 7.5 0 7.5 15 22.5 30
 Digitally signed by: Scott Charles Kimm, Licensed Surveyor,
 Surveyor's Plan Version (1),
 02/10/2023, SPEAR Ref: S219866J

ORIGINAL SHEET SIZE: A3
 SHEET 3
 Digitally signed by:
 East Gippsland Shire Council,
 30/10/2023,
 SPEAR Ref: S219866J

OnePlan
 SURVEYING CONSULTANTS
 GIPPSLAND - MELBOURNE
 P:1300 853 157
 M:0400 543 157
 sks@oneplangroup.com.au
 www.oneplangroup.com.au



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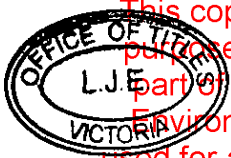
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03/01/2008 197
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PLANNING AND ENVIRONMENT REGULATIONS

Form 9.1

LODGED BY: ENGEL & PARTNERS PTY
109 MAIN STREET
BAIRNSDALE
CODE: 0392C

TITLES OFFICE USE ONLY

APPLICATION BY A RESPONSIBLE AUTHORITY under Section 181 Planning and Environment Act 1987 for ENTRY OF A MEMORANDUM OF AGREEMENT under Section 173 of the Act.

The Responsible Authority under the Planning Scheme having entered into an Agreement with the parties named for the land described requires that a memorandum of the Agreement be entered on the Certificate(s) of Title to the land referred to

LAND Part of Certificate of Title Volume 10850 Folio 405 and more particularly being lot 17 on the proposed plan of subdivision *no. 603362D*

Amended with Consent of Australian legal Practitioner for the Applicant

ADDRESS OF THE LAND 421 Lake Tyers Beach Road Lake Tyers Beach

LT 14/1/03

RESPONSIBLE AUTHORITY EAST GIPPSLAND SHIRE COUNCIL of 273 MAIN STREET BAIRNSDALE 3875

PLANNING SCHEME EAST GIPPSLAND PLANNING SCHEME

AGREEMENT DATE *3/12/07*

AGREEMENT WITH

Terence Michael Whelan & Adelaine Winifred Whelan

A copy of the Agreement is attached to this Application.

Signature for the Responsible Authority..... *[Signature]*.....

Name of Officer.. *AARON HOLLOW, MANAGER DEVELOPMENT*.....

Date..... *6/12/2007*.....

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EAST GIPPSLAND SHIRE COUNCIL

Council

And

**TERENCE MICHAEL WHELAN
AND ADELINE WINIFRED WHELAN**

the Owners

**Agreement under Section 173 of the Planning and Environment
Act 1987**

Subject Land: 421 Lake Tyers Beach Road Lake Tyers Beach

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Agreement under Section 173 Planning & Environment Act 1987

EAST GIPPSLAND SHIRE COUNCIL

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2. Section 173 Agreement

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5. Default by Owner

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Information Table

Name: TERENCE MICHAEL WHELAN and ADELINE WINIFRED WHELAN
(hereinafter called the **Owner**)

Notice details Lake Tyers Beach Road Lake Tyers Beach



Name EAST GIPPSLAND SHIRE COUNCIL
(hereinafter called the **Responsible Authority**)

Notice details 273 Main Street Bairnsdale

Background

- A The Owner is the registered proprietor of the Land.
- B The Land is subject to the Planning Scheme.
- C Under the Act, the Responsible Authority is responsible for the administration or enforcement of the Planning Scheme.
- D The Planning Permit 63/2006/P was issued by the Responsible Authority on 5th July 2006 and amended on 4th October 2007. The Planning Permit allows the Land at 421 Lake Tyers Beach Road Lake Tyers Beach, to be subdivided into seventeen (17) lots, vegetation removal and upgrade or road intersection in accordance with the Endorsed Plan. Condition 1 (b) of the Planning Permit requires the Owner to enter into an Agreement pursuant to Section 173 of the *Planning and Environment Act 1987*. The parties enter into this Agreement to give effect to this condition.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this Agreement:

Act means the *Planning & Environment Act 1987* (Vic);

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

Endorsed Plan 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. A copy of the Endorsed Plan is available for inspection at the Responsible Authority's offices during normal business hours upon giving the Responsible Authority reasonable notice.

Land means part of the land situated at 421 Lake Tyers Beach Road, Lake Tyers Beach being part of the land referred to in Certificate of Title Volume 10850 Folio 405 and more

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particularly being Lot 17 on the Endorsed Plan and any reference to the Land in this Agreement includes any lot created by the subdivision of the Land or any part of it.

Lot means Lot 17 on the Endorsed Plan.

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 Land or any part of it.

Notice means any notice, demand, consent, approval or communication under this Agreement.

Owner includes each person from time to time registered or entitled to be registered by the Registrar of Titles as proprietor of the Land or of any part of the Land and includes a Mortgagee-in-possession.

Party or Parties means the Owner and the Responsible Authority under this Agreement as appropriate.

Planning Permit means planning permit 63/2006/P issued by the Responsible Authority, as amended from time to time. A copy of the Planning Permit is available for inspection at the Responsible Authority's offices during normal business hours upon giving the Responsible Authority reasonable notice.

Planning Scheme means the East Gippsland Planning Scheme.

Revegetation Plan means the offset plan prepared by Crowther and Sadler Pty LTd dated 9th March 2007 which bears the endorsement stamp of the Responsible Authority. A copy of the Revegetation Plan is available for inspection at the Responsible Authority's office upon giving the Responsible Authority reasonable notice.

1.2 Interpretation

In this Agreement, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (d) a reference to a party is to a party to this Agreement, and a reference to a party to this Agreement includes the party's executors, administrators, successors and permitted assigns and substitutes whether under the Act or otherwise;
- (e) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (f) any Agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (g) any Agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally; and
- (h) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Agreement or any part of it.



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- (i) A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- (j) The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- (k) The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Land provided that if the 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.

1.3 Headings

Headings are for ease of reference only and do not affect interpretation.

2. Section 173 Agreement

2.1 Purpose

This Agreement is made under section 173 of the Act. In entering into it the parties intend to achieve or advance the objectives of planning in Victoria and the objectives of the Planning Scheme.

2.2 Burden of covenants

The Responsible Authority and the Owner intend that the burden of the Owner's covenants run with the Land.

3. Commencement

This Agreement comes into force on the date of this Agreement.

4. Owner's Covenants

4.1 Obligations

The Owner covenants and agrees:

- (a) Before the vegetation removal starts, the Revegetation Plan must include, but not be limited to, details of:
 - (i) the appropriate offsets to compensate for the loss of trees and native vegetation;
 - (ii) an agreed location showing where the offsets will be provided;
 - (iii) details of revegetation, including number of trees, shrubs and any other plants, species mix and density;
 - (iv) methods of managing and restoring the vegetation, such as fencing, weed control, enhancement planting and other habitat management actions;
 - (v) methods of permanent protection for the offsets;
 - (vi) persons responsible for implementing and monitoring the Revegetation Plan; and
 - (vii) the timeframes for implementing and monitoring the Revegetation Plan,



all to the satisfaction of the Responsible Authority,

4.2 Successors in title

The Owner must not sell, agree to sell, transfer, dispose of, assign, mortgage or otherwise deal with its interest in the whole or any part of the Land before this Agreement is registered on the title to the Land unless the Owner has first:

- (a) disclosed in writing to the party with whom the Owner proposes to deal with its interest, the existence and nature of this Agreement; and
- (b) entered into a deed with the Owner's successors, in a form satisfactory to the Responsible Authority, under which the Owner's successor will be bound by this Agreement including, without limitation, this clause 4.1.

4.3 Obligation to run with the Land

Each of the obligations of the Owner under this Agreement takes effect as a covenant which is annexed to and runs at law and in equity with the Land. Each of these obligations binds the Owner, its successors, assigns and transferees and each registered proprietor for the time being of the whole or of any part of the Land.

4.4 Registration

The Owner further covenants and agrees that:

- (a) the Owner will do all things necessary to give effect to this Agreement;
- (b) the Owner will consent to the Responsible Authority making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Land in accordance with section 181 of the Act and do all things necessary to enable the Responsible Authority to do so including signing any further Agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

4.5 Charge

Without limiting clause 4.3, the Owner charges in favour of the Responsible Authority all of the Owner's estate and interest in the Land with the due performance of each of the obligations imposed on the Owner under this Agreement.

4.6 Warranty

The Owner warrants that:

- (a) the Owner is the registered proprietor of the Land;
- (b) other than the party, if any, disclosed in writing by the Owner to the Responsible Authority before execution of this Agreement, no person except the Owner has any interest, either legal or equitable, in the Land; and
- (c) that it has obtained all necessary authorities and consents that are required or desirable for the Owner to enter into this Agreement.



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4.7 Trust

If the Owner is registered as the proprietor of the Land in its capacity as trustee of a trust, the Owner warrants that it is authorised to enter into this Agreement by the terms of the deed establishing the trust.

AF562688E

03/01/2008 \$97 173



5. Default by Owner

5.1 Responsible Authority may serve notice

If the Owner defaults or fails to perform any of its obligations under this Agreement, the Responsible Authority may, but is not obliged to, serve a Notice on the Owner specifying the default and requiring the Owner to remedy the default within 14 days after service of the Notice.

5.2 Responsible Authority may remedy default

If default is not remedied within 14 days after the Responsible Authority serves a notice under clause 5.1, the Responsible Authority may without notice to the Owner and without prejudice to any other right it may have, enter the Land and remedy the default.

5.3 Costs of remedying Owner's default

The costs incurred by the Responsible Authority in exercising its rights under clause 5.2:

- (a) must be paid by the Owner on demand; and
- (b) will be, and remain until paid, a charge on the Land.

A Certificate signed by the Chief Executive Officer of the Responsible Authority will be conclusive proof of the amount of the Responsible Authority's costs.

5.4 No limitation

Nothing in this clause 5 limits any of the rights of the Responsible Authority if the Owner breaches this Agreement.

6. Indemnity

The Owner indemnifies the Responsible Authority and will keep it indemnified against all costs and damages which the Responsible Authority may incur or become liable for in respect of any claim made arising from or in any way connected with this Agreement or any breach of it by the Owner.

7. Termination of Agreement

- (a) The parties agree that this Agreement will end pursuant to Section 177(1) of the Act at the expiration of 10 years from the date this Agreement comes into operation.
- (b) As soon as reasonably practicable after the Agreement has ended, Council will, at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183 (1) of the Act to cancel the recording of this Agreement on the register.

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8. Costs 8.1 Owner to pay

The Owner must pay the reasonable costs of the Responsible Authority including legal expenses of and incidental to the preparation and negotiation of this Agreement and its registration.

8.2 Dispute resolution

If a dispute arises between the parties about the costs that the Owner must pay under clause 8, the parties must refer the dispute to an expert appointed by the President for the time being of the Law Institute of Victoria or by the President's nominee. The expert must determine the dispute, and the parties:

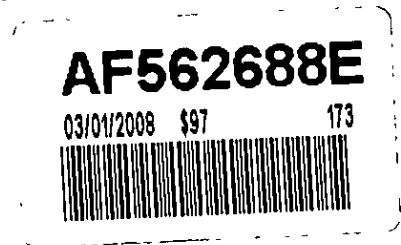
- (a) must sign any consent, appointment or authority required by the expert to give effect to the expert's appointment;
- (b) will be bound by the determination of the expert: and
- (c) must bear the expert's costs and expenses equally between them.

9. Notices and other communications

9.1 Service of notices

A Notice must be:

- (a) in writing and signed by a person duly authorised by the sender; and
- (b) hand delivered or sent by prepaid post or facsimile to the recipient's address for Notices specified in the Information table, as varied by any Notice given by the recipient to the sender.



9.2 Effective on receipt

A Notice given in accordance with clause 9 takes effect when taken to be received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by prepaid post, on the second business day after the date of posting;
- (c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice, but if the delivery, receipt or transmission is not on a business day or is after 5.00pm on a business day, the Notice is taken to be received at 9.00am on the next business day.

10 General

10.1 Acknowledgement

The parties acknowledge that this Agreement does not fetter the future exercise of any statutory discretion by the Responsible Authority, and the provisions of this Agreement must be read accordingly.

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10.2 Counterparts

This Agreement may be executed in counterparts. All executed counterparts constitute one document.

10.3 Entire Agreement

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.

10.4 Further action

Each party must do, at the Owner's expense, everything reasonably necessary (including executing documents) to give full effect to this Agreement.

10.5 Severability

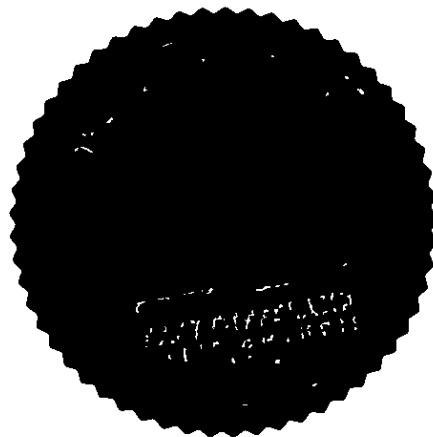
If a Court, arbitrator, tribunal or other competent authority determines that a term or part of a term of this Agreement is illegal or unenforceable then it must be severed from this Agreement and the remaining terms or parts of the term of this Agreement continue in force.

10.6 Waiver

A party does not waive a right, power or remedy if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

EXECUTED as an Agreement

THE COMMON SEAL of the East Gippsland Shire)
Council was hereunto affixed on the 3rd day)
of December 2007 in the presence of:)






Chief Executive



Witness

SIGNED by the said TERENCE MICHAEL)



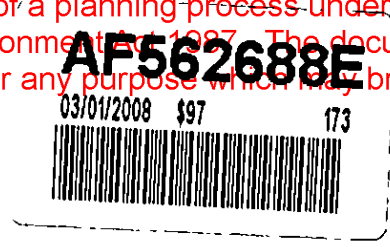
WHELAN in the presence of:)



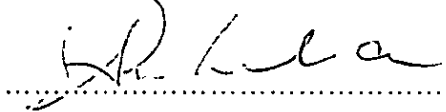
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.....
Witness



SIGNED by the said ADELINE WINIFRED

) 
)
)

WHELAN in the presence of:

.....
Witness

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AF562688E



EAST GIPPSLAND SHIRE COUNCIL

Council

- and -

T.M. & A.W WHELAN

Owners

**AGREEMENT UNDER SECTION 173 OF
THE PLANNING AND ENVIRONMENT
ACT 1987**

ENGEL & PARTNERS PTY

Legal Practitioners

109 Main Street

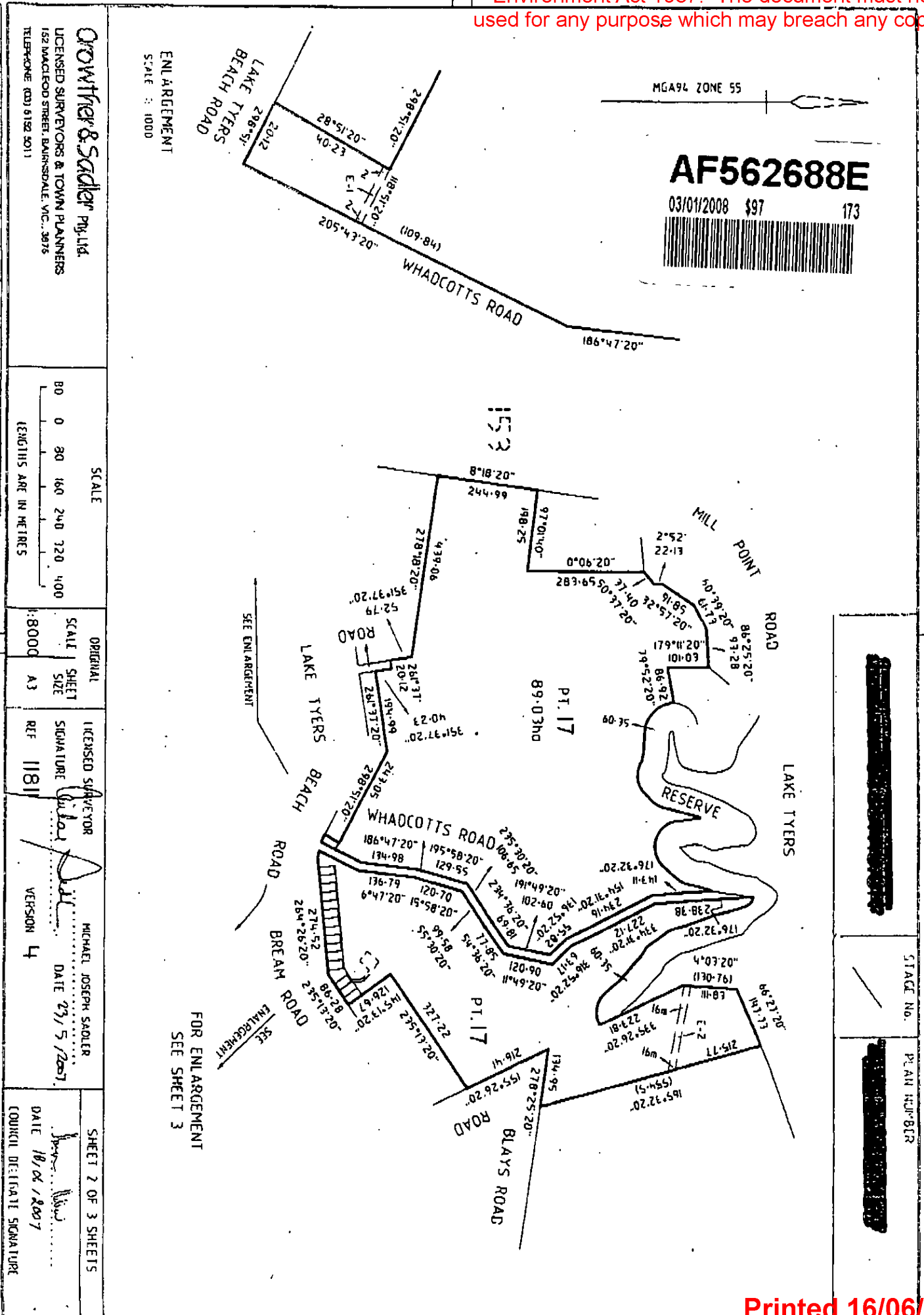
Bairnsdale Victoria 3875

Tel: 5152 6177

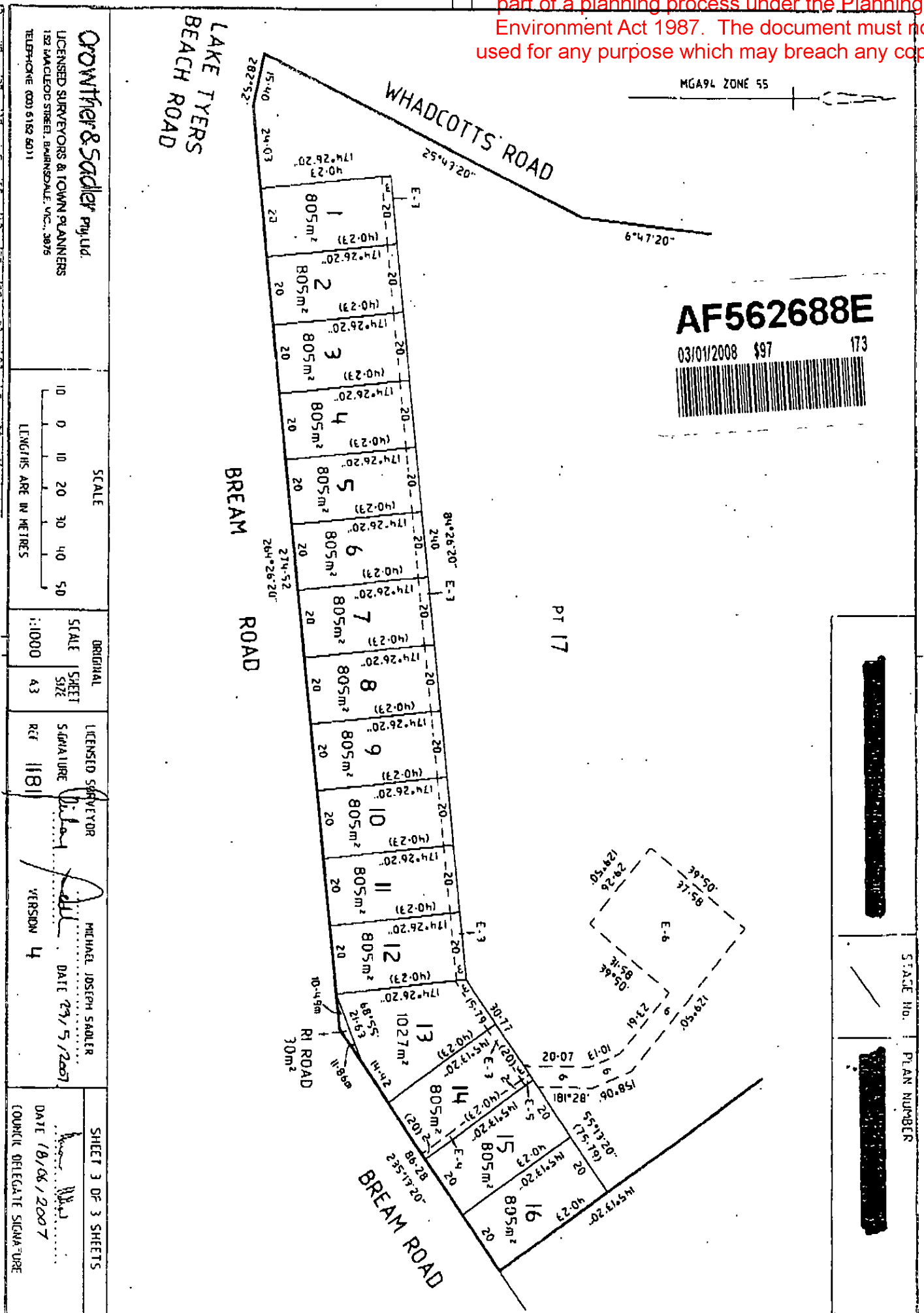
Fax: 5152 1260

Ref: P. Engel

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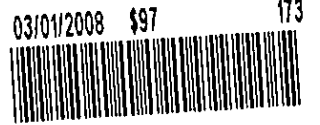
LAKE TYERS BEACH ROAD

WHADCOTTS ROAD

BREAM ROAD

BREAM ROAD

AF562688E



PT 17

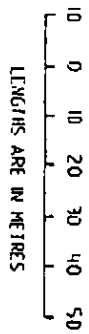
STATE No.

PLAN NUMBER

Crowther & Sadler Pty Ltd.

LICENSED SURVEYORS & TOWN PLANNERS
182 MACLEOD STREET, BAINBRIDGE, VIC., 3075
TELEPHONE (03) 5152 8011

SCALE



ORIGINAL

SCALE 1:1000

SHEET SIZE 43

LICENSED SURVEYOR

SIGNATURE [Signature]

REF 1181

MICHAEL JOSEPH SADLER

DATE 29/5/2007

VERSION 4

SHEET 3 OF 3 SHEETS

DATE 18/06/2007
COUNCIL DELEGATE SIGNATURE



Imaged Document Cover Sheet

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AH631973F



Victorian Land Registry.

**Application by a Responsible Authority
for the making of a recording of an
agreement**

Section 181(1) Planning & Environment Act 1987

Lodged by:

Name: Hibbert & Hodges

Phone: 5155 2377

Address: DX 90904 Lake Entrance
(P O Box 217 Lakes Entrance 3909)

Ref: 10 09243

Customer Code 12948M

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:

Volume 11049 Folio 802 and Volume 11049 Folio 818

Authority:

East Gippsland Shire Council of 273 Main Street, Bairnsdale, 3875

Section and Act under which agreement made:

Section 173 Planning & Environment Act 1987

A copy of the agreement is attached to this application.

Signed for the Authority:

Aaron Hollow

Name of Officer:

AARON HOLLOW, MANAGER DEVELOPMENT

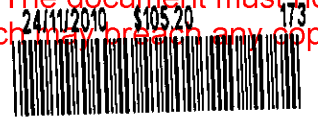
Date: 15/11/2010.

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HC/EP

AH631973F



Date 10 / 11 /2010

**Agreement under Section 173
of the Planning and Environment Act 1987**
Subject Land: Lake Tyers Beach Road, Lake Tyers Beach

East Gippsland Shire Council
and

TERENCE MICHAEL WHELAN and ADELINE WINIFRED WHELAN
and CHRISTOPHER JAMES RYKERS and ALISON LEANNE RYKERS

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Agreement under Section 173 of the Planning and Environment Act 1987

DATE 10 / 11 / 2010

AH631973F

24/11/2010 \$105.20 173



BETWEEN

EAST GIPPSLAND SHIRE COUNCIL
of Corporate Centre, 273 Main Street, Bairnsdale

(Council)

AND

TERENCE MICHAEL WHELAN and ADELINE WINIFRED WHELAN
both of 421 Lake Tyers Beach Road, Lake Tyers Beach
and **CHRISTOPHER JAMES RYKERS and ALISON LEANNE RYKERS**
both of 427 Lake Tyers Beach Road, Lake Tyers Beach

(Owner)

RECITALS

- A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. On 27 May, 2010 Council issued Planning Permit No. 218/2010/P (**Planning Permit**) allowing the Subject Land to be subdivided into 2 lots in accordance with the Endorsed Plan. Condition 4 of the Planning Permit requires the Owner to enter into this Agreement to provide for the matters set out in that condition. A copy of the Planning Permit is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

- D. Condition 4 of the Planning Permit provides that:

Before the issue of the Statement of Compliance owner of the land must enter into an agreement with the responsible authority in accordance with Section 173 of the Planning & Environment Act 1987, which will provide that the lots created by planning permit 218/2010/P must not be further subdivided to create additional lots.

This agreement must be prepared by the owner. The cost of the preparation, review and registration on the title of the agreement in accordance with Section 181 of the Planning & Environment Act 1987 to the satisfaction of the responsible authority must be borne by the owner of the land.

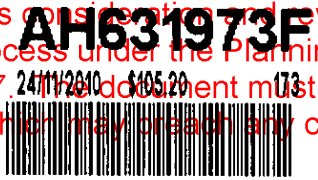
- E. As at the date of this Agreement, the Subject Land is not encumbered by a Mortgage.

- F. The parties enter into this Agreement:

F.1 to give effect to the requirements of the Planning Permit; and

F.2 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

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THE PARTIES AGREE

1. DEFINITIONS

In this Agreement the words and expressions set out in this clause have the following meanings 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.

Endorsed Plan means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit. A copy of the Endorsed Plan is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

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

Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession.

party or parties means the Owner and Council under this Agreement as appropriate.

Planning Scheme means the East Gippsland Planning Scheme and any other planning scheme that applies to the Subject Land.

Subject Land means the land situated at Lake Tyers Beach Road, Lake Tyers Beach being the land referred to in Certificates of Title Volume 11049 Folios 802 and 818 and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

2. INTERPRETATION

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.

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- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3. SPECIFIC OBLIGATIONS OF THE OWNER

The Owner agrees that once the subdivision authorised by the Planning Permit is registered, the Subject Land may not be further subdivided in any way so as to create an additional lot.

4. FURTHER OBLIGATIONS OF THE OWNER

4.1 Notice and Registration

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

4.2 Further actions

The Owner further covenants and agrees that:

- 4.2.1 the Owner will do all things necessary to give effect to this Agreement;
- 4.2.2 the Owner will make application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary for this to be done including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

4.3 Council's Costs to be Paid

The Owner further covenants and agrees that the Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, review, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.

5. AGREEMENT UNDER SECTION 173 OF THE ACT

Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a Deed pursuant to Section 173 of the Act, and the obligations of the Owner under this Agreement are obligations to be performed by the Owner as conditions subject to which the Subject Land may be used and developed pursuant to the Planning Permit.

AH631973F

24/11/2010 \$105.20 173



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6. OWNER'S WARRANTIES

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

7. SUCCESSORS IN TITLE

Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Subject Land, successors in title shall be required to:

- 7.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 7.2 execute a deed agreeing to be bound by the terms of this Agreement.

8. GENERAL MATTERS

8.1 Notices

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

- 8.1.1 by delivering it personally to that party;
- 8.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or
- 8.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

8.2 Service of Notice

A notice or other communication is deemed served:

- 8.2.1 if delivered, on the next following business day;
- 8.2.2 if posted, on the expiration of 7 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 Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owner will not in any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.

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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 or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

9. COMMENCEMENT OF AGREEMENT

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

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

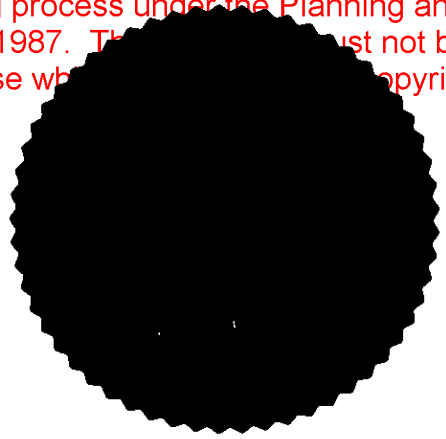
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24/11/2010 \$105.20 173



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The Common Seal of the East Gippsland Shire Council was hereunto affixed on the 10th day of November 2010 in the presence of:



[Handwritten Signature]
.....

Chief Executive

Weldhizer
.....

Witness

SIGNED SEALED AND DELIVERED by the)
said TERENCE MICHAEL WHELAN in the)
presence of:)

[Handwritten Signature]
.....
Terence Michael Whelan

[Handwritten Signature]
..... (witness)

SIGNED SEALED AND DELIVERED by the)
said ADELINE WINIFRED WHELAN in the)
presence of:)

[Handwritten Signature]
.....
Adeline Winifred Whelan

[Handwritten Signature]
..... (witness)

SIGNED SEALED AND DELIVERED by the)
said CHRISTOPHER JAMES RYKERS in)
the presence of:)

[Handwritten Signature]
.....
Christopher James Rykers

[Handwritten Signature]
..... (witness)

SIGNED SEALED AND DELIVERED by the)
said ALISON LEANNE RYKERS in the)
presence of:)

[Handwritten Signature]
.....
Alison Leanne Rykers

[Handwritten Signature]
..... (witness)

AH631973F

24/11/2010 \$105.20 173



415 Lake Tyers Beach Road – LAKE TYERS BEACH.
Proposed Extensions to an Existing Dwelling.

Planning Application Proposal:

Buildings & Works - Proposed Additions to an existing Dwelling & Carport/Shed

Property Details: 415 Lake Tyers Beach Road - LAKE TYERS BEACH (Lot 1 PS 916897)

Planning Report -

Zone: LDRZ – Low Density Residential Zone. 32.03

32.03 'Low Density Residential Zone' LDRZ & Schedule to the 'Low Density Residential Zone'

32.03-1 Table Of Uses

Section 1 – Permit Not Required.

Dwelling – Must be the only dwelling on the lot
Must meet the requirements of Clause 32.03-2.

The proposal for works to an Existing Single Dwelling on an allotment is a Section 1 use not requiring a permit.

The Proposal/Allotment satisfies the requirement's listed under –

32.03-2 'Use for one or two dwellings or a small second dwelling'

- A Waste Water Treatment System exists within the site for use with the Existing Dwelling. A Land capability assessment is being obtained and upgrades required are to be completed in accordance with Authorities requirements/Approval. The existing/proposed extended field has been located on the site plan.
- Town Water supply is currently available to the allotment; part the development also would include large rainwater storage tank suitable for use with the Dwelling, as well as for dedicated Firefighting purposes.
- Electricity supply is available to the allotment and is currently connected to the Existing Dwelling and Outbuilding/Shed. Any works would be in accordance with Authorities requirements.

32.03-3 Subdivision – Not Applicable

32.03-4 Buildings and works

The proposal is a Section 1 use – Not applicable.

415 Lake Tyers Beach Road – LAKE TYERS BEACH,
Proposed Extensions to an Existing Dwelling.

Overlays: 'BMO – Applicable (The Proposed works to the Existing Dwelling exceed the scheduled 50% Gross floor area of the existing Dwelling)

'ESO 1-54' – Environmental Significance Overlay - Not Applicable
(Exemption for an Existing Dwelling)

'VPO' – Vegetation Protection Overlay – Not within the mapped area.

Cultural Heritage Sensitivity - Not Applicable
(An Exemption exists for a Single Dwelling)

'DDO' Schedule 11 – Design & Development Overlay – Refer to Response Below

In response to the Design Development Overlay (DDO11) for Proposed Buildings and Works, a Single Dwelling at the above mentioned address.

Schedule 11 to The Design And Development Overlay

1.0 Design Objectives –

It is believed that the proposed Extensions to the existing Single Dwelling address criteria within the Design Objectives outlined.

The Proposed works have been designed to make effective use of the site and Existing Buildings within the site. The extensions provide an extended Entry Area to allow direct access from a Proposed Carport area via a ramp to the Existing Dwelling.

Further works include an extended Living Space with Covered Outdoor area and a Master bedroom extending North towards the rear of the allotment to take advantage of the Northerly aspect and rural views available.

The existing Roofline has been extended in keeping with the Existing Roof providing a Raked gable Area off the Living Space for a Covered area to access to natural light and views available.

The Extended areas with roof heights below the Existing Roof ridge line will ensure visual bulk is avoided when viewed from the adjacent Lake Tyers Beach roadway. Expansive use of glass on the North elevation and an open raked ceiling area will provide a modern open living space with access to the Covered outdoor area.

The Existing Dwelling is positioned central to the site and is screened by surrounding vegetation and an existing high front fence. The Proposed Extended Dwelling areas inline with the Existing Dwelling and positioned at the rear of the home ensures the Proposed Extended areas will not further impact the roadway or surrounding areas. Colours for the Dwelling would light natural tones and combine use of natural timber to further integrate with the site. (Note – Fire resistant materials are required)

415 Lake Tyers Beach Road – LAKE TYERS BEACH
Proposed Extensions to an Existing Dwelling

The Dwellings extended Living Space, Outdoor areas and Master bedroom have been sited at the rear of the Dwelling to gain access to northern natural light and views away from the Lake Tyers Beach roadway and pedestrian path.

A low-pitched roof inline with the Existing Shed has been used for the Proposed open Carport space to provide a transparent area adjacent the proposed Entry. The Open carport will also further reduce scale of the Dwelling.

The Existing Dwelling and Proposed Extended areas are positioned central to the site and will be well below the Existing tree canopy. The proposed extended areas designed ad single level will again reduce visual bulk and create a consistent building height for the streetscape.

2.0 Permit Requirement –

Lake Tyers Beach –

- Permit is required to construct a building greater than 7.5m from Natural Surface.
- Permit required for Building works with a Footprint exceeding 300sqm.
- Permit required on a part of an allotment greater than 15% Gradient.

Building Height - Permit required to construct a building exceeding 7.5m within the Lake Tyers Area.

Not Applicable - The maximum Building height for the Proposed Dwelling is approx. 5.7m from Natural Surface.

Total Building Footprint – Permit required for Building works with a Footprint exceeding 300sqm.

The Total building Footprint of the Dwelling including Decks, Outdoor area & Shed totals 514.2 sqm.

Slope Of Land – Permit required for Building works on a site Greater Than 15 per cent

The Allotment is relatively flat, and is less than the scheduled 15% gradient

3.0 Subdivision –

Not Applicable

4.0 Application requirements –

Refer to attached Floor Plans & Elevations for dimensions ect.

There is no vegetation required to be removed.

Colours and material selection are located on the drawings associated with the elevations.

Existing gardens and trees would remain. Additional planting would include use of native shrubs and grasses. (note defendable space requirements are applicable to the site)

415 Lake Tyers Beach Road – LAKE TYERS BEACH.
Proposed Extensions to an Existing Dwelling.

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Photo Above - Photo from the Lake Tyers Beach Roadway looking North-East onto the Existing Dwelling.



Photo Above - Photo from the Lake Tyers Beach Roadway looking West onto the Proposed Building Site.

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415 Lake Tyers Beach Road – LAKE TYERS BEACH
Proposed Extensions to an Existing Dwelling



Photo Above - Photo viewed from the driveway area onto the Existing Dwelling and Proposed Carport location..



Photo Above - Photo viewed from Whadcoats road looking South onto the Rear property boundary and Existing Dwelling to be extended.

415 Lake Tyers Beach Road – LAKE TYERS BEACH.
Proposed Extensions to an Existing Dwelling.

5.0 Decision Guidelines –

It is believed that the Design Objectives of the Overlay have been met by using mixed building forms including open decks and a covered area, expansive glass and lightweight claddings to provide a coastal style of architecture sympathetic to the rural aspect adjacent the rear boundary. The positioning of extended areas majority beyond the Existing Dwelling will avoid visual impact to the street and adjacent allotments.

Zincalume Roof sheeting is proposed suitable for the rural area adjacent the rear boundary and matches the Existing Dwelling. The building is not visible from the coastline or lower Mill point Waterway. Natural colours selected will nestle into the site and existing surrounding vegetation..

The site located setback from the Coastline and lake Tyers Waterway located within a vegetated area will ensure glare/reflectivity are not of concern.

Vegetation is not proposed to be affected by the extension of the existing dwelling or carport area.

Planting of Native vegetation & landscape works would form part of the proposal, once the footprint is established leaving remaining areas for planting & landscaping.

The gradual increase of building height from the rear boundary with a low open deck leading onto the Covered Outdoor area will create staggered built form and ensure the building sits well below the existing tree canopy when viewed from rear paddock area or adjacent Lake Tyers beach roadway. The Rear living space & outdoor area provides open Living/Outdoor space taking advantage of the rural outlook.

The Proposed Carport area will ensure vehicular storage is maintained and will mostly be undetectable from the street beyond the existing high front screen fence.

Kind Regards,

Ashley Carroll
Lake Tyers Beach Design.

0 4 3 8 3 2 1 5 5 9

Bushfire Management Statement

PATHWAY 1 APPLICATION (Clause 53.02-3)

Note: This template **can only be used** for an application to construct a single dwelling or carry out works associated with a single dwelling in the Bushfire Management Overlay and which meets **all of the following requirements:**

- The land is zoned Neighbourhood Residential Zone, General Residential Zone, Residential Growth Zone, Urban Growth Zone, Low Density Residential Zone, Township Zone or Rural Living Zone
- There is only one dwelling on the lot
- The application meets all of the approved measure contained in Clause 53.02-3

Property Address: 415 Lake Tyers Beach Road – LAKE TYERS BEACH

Applicant/Owner Name:

Date: 30/03/2026

Prepared by:

Name: Lake Tyers Beach Design

Address: 27 Gully Road – Lake Tyers Beach – Vic 3909

Telephone: 0438 321 599

Email: ashley@ltbeachdesign.com

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Introduction

This Bushfire Management Statement has been prepared in response to the requirements of Clause 44.06 – Bushfire Management Overlay, and in accordance with the application requirements of Clause 53.02 – Bushfire Planning.

The statement contains two components:

1. A **bushfire hazard site assessment** including a plan that describes the bushfire hazard within 150 metres of the proposed development. The description of the hazard must be prepared in accordance with Section 2.2.3 to 2.2.5 of AS3959:2009 Construction of buildings in bushfire prone areas (Standards Australia) excluding paragraph (a) of Section 2.2.3.2. Photographs or other techniques may be used to assist in describing the bushfire hazard.
2. A **bushfire management statement** describing how the proposed development responds to the requirements of Clause 44.06 and 53.02-3.

Application Details

Municipality:	EGshire
Title description:	Lot 1 PS 916897
Overlays:	BMO, DDO11 (ESO & VPO not applicable)
Zoning:	Low Density Residential Zone

Site Description

Site shape:	Rectangular
Site Dimensions:	83 x 40m Approx
Site Area:	3352 Sqm.
Existing use and siting of buildings and works on and near the land:	Existing Single Dwelling & Associated Shed
Existing vehicle arrangements:	Existing Gravel Driveway off Lake Tyers Beach road – less than 30m
Location of nearest fire hydrant:	Adjacent Front Boundary – 1m offset
Any other features of the site relevant to bushfire considerations:	Scrub classifiable vegetation opposite the Lake Tyers Beach roadway is the fire threat.

Bushfire Hazard Assessment

Classify the vegetation within 150 metres of the proposed development in accordance with AS3959:2009 Construction of buildings in bushfire prone areas

	Direction (Aspect)			
	Northern	Southern	Eastern	Western
Vegetation (within 150 metres of proposed building / works)	Excludable / Low Threat <input type="checkbox"/>	Excludable / Low Threat <input type="checkbox"/>	Excludable / Low Threat <input checked="" type="checkbox"/>	Excludable / Low Threat <input checked="" type="checkbox"/>
	Modified <input type="checkbox"/>	Modified <input type="checkbox"/>	Modified <input type="checkbox"/>	Modified <input type="checkbox"/>
	Forest <input type="checkbox"/>	Forest <input type="checkbox"/>	Forest <input type="checkbox"/>	Forest <input type="checkbox"/>
	Woodland <input type="checkbox"/>	Woodland <input type="checkbox"/>	Woodland <input type="checkbox"/>	Woodland <input type="checkbox"/>
	Scrub (tall) <input type="checkbox"/>	Scrub (tall) <input checked="" type="checkbox"/>	Scrub (tall) <input type="checkbox"/>	Scrub (tall) <input type="checkbox"/>
	Shrubland (short) <input type="checkbox"/>	Shrubland (short) <input type="checkbox"/>	Shrubland (short) <input type="checkbox"/>	Shrubland (short) <input type="checkbox"/>
	Mallee <input type="checkbox"/>	Mallee <input type="checkbox"/>	Mallee <input type="checkbox"/>	Mallee <input type="checkbox"/>
	Rainforest <input type="checkbox"/>	Rainforest <input type="checkbox"/>	Rainforest <input type="checkbox"/>	Rainforest <input type="checkbox"/>
Grassland <input checked="" type="checkbox"/>	Grassland <input type="checkbox"/>	Grassland <input type="checkbox"/>	Grassland <input type="checkbox"/>	
Effective Slope (under the classifiable vegetation within 150 metres)	Upslope / Flat <input type="checkbox"/>	Upslope / Flat <input checked="" type="checkbox"/>	Upslope / Flat <input checked="" type="checkbox"/>	Upslope / Flat <input type="checkbox"/>
	DOWNSLOPE	DOWNSLOPE	DOWNSLOPE	DOWNSLOPE
	>0 to 5 ° <input checked="" type="checkbox"/>	>0 to 5 ° <input type="checkbox"/>	>0 to 5 ° <input type="checkbox"/>	>0 to 5 ° <input checked="" type="checkbox"/>
	>5 to 10° <input type="checkbox"/>	>5 to 10° <input type="checkbox"/>	>5 to 10° <input type="checkbox"/>	>5 to 10° <input type="checkbox"/>
	>10° to 15° <input type="checkbox"/>	>10° to 15° <input type="checkbox"/>	>10° to 15° <input type="checkbox"/>	>10° to 15° <input type="checkbox"/>
	>15 to 20° <input type="checkbox"/>	>15 to 20° <input type="checkbox"/>	>15 to 20° <input type="checkbox"/>	>15 to 20° <input type="checkbox"/>
>20° <input type="checkbox"/>	>20° <input type="checkbox"/>	>20° <input type="checkbox"/>	>20° <input type="checkbox"/>	
Distance (m) to Classifiable Vegetation	7.2m	28.5m	N/A	N/A

A scaled plan that shows the following is required:

- 150 metre assessment around the location of proposed buildings and around reasonable siting options for proposed buildings (if they are available)
- Property boundaries
- Orientation
- Contours
- Classifiable vegetation within the assessment area
- Excludable vegetation within the assessment area
- Distance between the classifiable vegetation and the proposed buildings
- Slope under the classifiable vegetation (slope is based on the slope under the classifiable vegetation and not the slope between the vegetation and the building)

Bushfire Site Hazard Plan

Refer to Attached Site Plan

53.02-3 Dwellings in Existing Settlements – Bushfire Protection Objective

To specify bushfire design and construction measures for a single dwelling or alteration and extension to an existing dwelling that reduces the risk to life and property to an acceptable level.

Approved Measure (AM) 1.1 - Siting

Requirement

A building is sited to ensure the site best achieves the following:

- **The maximum separation distance between the building and the bushfire hazard**

Extensions to the Existing Dwelling have been setback from the Southern & Northern fire threats. Setbacks are constrained by the existing home on a rectangular allotment.

- **The building is in close proximity to a public road**

Yes – Within 6m

- **Access can be provided to the building for emergency service vehicles**

Yes via an existing Driveway off Lake Tyers beach road – less than 30m

Any other comments

Siting is constrained by the location of the Existing Dwelling on the lot established prior to the implementation of the BMO. Modified Vegetaion is applied for the 'Grassland' area adjacent the rear boundary. This area has been modified with trees removed and is grazed/maintained.

Has Approved Measure (AM) 1.1 been fully met? Yes No


Approved Measure (AM) 1.2 – Bushfire Construction and Defendable Space

Requirement:

A building provides the defendable space in accordance with Table 1 Columns A, B, C, D or E and Table 6 to Clause 53.02-5. Adjoining land may be included as defendable space where there is reasonable assurance that the land will remain or continue to be managed in that condition as part of the defendable space.

The building will be provided with defendable space in accordance with [Modified Vegetation](#). The defendable space distance required is [50m or to the property boundary metres](#).

Table 6 of Clause 53.02-5 - Vegetation management requirement:

Vegetation must to be managed to the following standard	CONFIRM ACCEPTANCE
<ul style="list-style-type: none"> • Grass must be short cropped and maintained during the declared fire danger period. • All leaves and vegetation debris must be removed at regular intervals during the declared fire danger period. • Within 10 metres of a building, flammable objects must not be located close to the vulnerable parts of the building. • Plants greater than 10 centimetres in height must not be placed within 3m of a window or glass feature of the building. • Shrubs must not be located under the canopy of trees. • Individual and clumps of shrubs must not exceed 5 sq. metres in area and must be separated by at least 5 metres. • Trees must not overhang or touch any elements of the building. • The canopy of trees must be separated by at least 5 metres. • There must be a clearance of at least 2 metres between the lowest tree branches and ground level. 	

Is the defendable space wholly contained within the boundaries of your property?

Yes No if no, provide an explanation

[Modified Vegetation for 'All Slopes'](#) has been adopted requiring [Defendable space for 50m or to the Property boundary](#). The rear ['Grassland'](#) area has been modified with trees removed and is maintained by the owner.

A building is constructed to the bushfire attack level:

- That corresponds to the defendable space provided in accordance with Table 1 to Clause 53.02-5. The building will be constructed to **BAL 29**

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- The next lower bushfire attack level that corresponds to the defensible space provided in accordance with Table 1 to Clause 53.02-5. The building will be constructed to **Select the BAL Rating** where all of the following will apply:
 - A private bushfire shelter (a Class 10c building within the meaning of the Building regulations 2006) is constructed on the same land as the dwelling.
 - A minimum bushfire attack level of BAL 12.5 is provided in all circumstances.

BAL 29 will be adopted. Defensible space is available from the Scrub using the road reserve area. Defensible space will be provided to the Property boundary as per 'Modified' vegetation.

Any other comments

Note 3 for 'All Slopes' has been adopted using BAL29 construction level and maintaining defensible space to the Property boundaries. It is believed the rear farm area has been modified with trees removed and is maintained adjacent the rear boundary.

Has Approved Measure (AM) 1.2 been fully met? Yes No

Approved Measure (AM) 1.3 – Water Supply and Access

Water Supply Requirement

The building is provided with a static water supply for fire fighting and property protection purposes as specified in Table 4 to Clause 53.02-5.

The water supply may be in the same tank as other water supplies provided that a separate outlet is reserved for fire fighting water supplies

Lot Size (m ²)	Hydrant Available	Capacity (litres)	Fire Authority Fittings & Access Required	Select Response
Less than 500	Not Applicable	2,500	No	<input type="checkbox"/>
500 – 1000	Yes	5,000	No	<input type="checkbox"/>
500 – 1000	No	10,000	Yes	<input type="checkbox"/>
1001 and above	Not Applicable	10,000	Yes	<input checked="" type="checkbox"/>

Note: a hydrant is available if it is located within 120 metres of the rear of the building

Confirm Static Water Supply meets the following requirements	<ul style="list-style-type: none"> ✓ Is stored in an above ground water tank constructed of concrete or metal ✓ All fixed above ground water pipes and fittings for fire fighting purposes must be made of corrosive resistant metal. ✓ Include a separate outlet for occupant use <p>The following additional requirements apply when 10,000 litres of static water is required:</p> <ul style="list-style-type: none"> ✓ Be readily identifiable from the building or appropriate identification signage to the satisfaction of the relevant fire authority must be provided. ✓ Be located within 60 metres of the outer edge of the approved building ✓ The outlet/s of the water tank must be within 4 metres of the accessway and unobstructed ✓ Incorporate a ball or gate valve (British Standard Pipe (BSP 65mm) and coupling (64mm CFA 3 thread per inch male fitting) ✓ Any pipework and fittings must be a minimum of 65mm (excluding the CFA coupling)
---	---

Additional Information:

A Fire Hydrant is available adjacent the front boundary

Has Approved Measure (AM) 1.3 (Water Supply) been fully met?	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
---	---	-----------------------------

Access Requirement

Vehicle access is designed and constructed as specified in Table 5 to Clause 52.02-5

Column A	Column B
Length of access is less than 30 metres	<input checked="" type="checkbox"/> There are no design and construction requirements if fire authority access to water supply is not required under AM 1.3
Length of access is less than 30 metres	<input type="checkbox"/> Where fire authority access to the water supply is required under AM1.3 fire authority vehicles must be able to get within 4 metres of the water supply outlet The Rainwater Tank will be located within 4m of the existing Driveway.
Length of access is greater than 30 metres	The following design and construction requirements apply: <ul style="list-style-type: none"> <input type="checkbox"/> All weather construction <input type="checkbox"/> A load limit of at least 15 tonnes <input type="checkbox"/> Provide a minimum trafficable width of 3.5 metres <input type="checkbox"/> Be clear of encroachments for at least 0.5 metres on each side and at least 4 metres vertically <input type="checkbox"/> Curves must have a minimum inner radius of 10 metres <input type="checkbox"/> The average grade must be no more than 1 in 7 (14.4%)(8.1°) with a maximum grade of no more than 1 in 5 (20%)(11.3°) for no more than 50 metres <input type="checkbox"/> Dips must have no more than a 1 in 8 (12.5 per cent) (7.1 degrees) entry and exit angle

<p>Length of access is greater than 100 metres</p>	<p>A turning area for fire fighting vehicles must be provided close to the building by one of the following:</p> <ul style="list-style-type: none"> <input type="checkbox"/> A turning circle with a minimum radius of eight metres <input type="checkbox"/> A driveway encircling the dwelling <input type="checkbox"/> The provision of other vehicle turning heads such as a T head or Y Head – which meet the specification of Austroad Design for an 8.8 metre service vehicle.
<p>Length of access is greater than 200 metres</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Passing bays must be provided at least every 200 metres. <input type="checkbox"/> Passing bays must be a minimum of 20 metres long with a minimum trafficable width of six metres.

Additional Information:

Refer to the Site plan for Tank location. A hydrant is also available adjacent the Site.

<p>Has Approved Measure (AM) 1.3 (Access) been fully met?</p>	<p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>
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Attachment 1 – Site Photos

Refer to attached Planning report for photo's of the site and surrounding vegetation types.

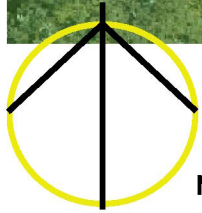
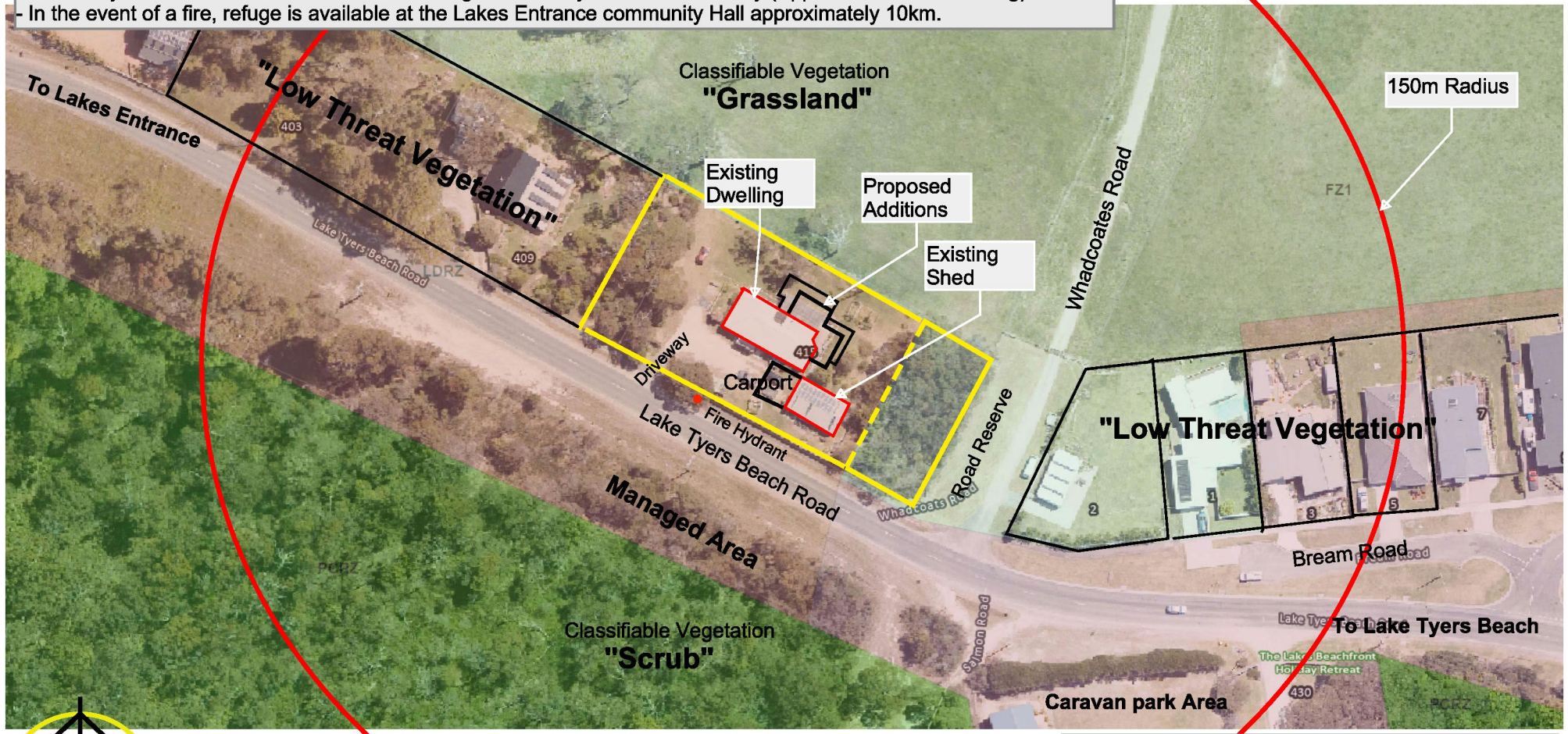
Vegetation Assessment - 415 Lake Tyers Beach road - LAKE TYERS BEACH

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Notes -

- The Site is located within a Low Density Residential Zone
- In Accordance with AS 3959 the Residence location is deemed to be BAL29.
- The Threat Vegetation is Deemed to be 'Scrub' located approx 28.5m from the Carport/Dwelling at the closest point.
- The Proposed works will be constructed to a BAL29 level.
- Defendable Space is available within the Site, Surrounding 'Low threat Vegetation' and Managed road reserve areas.
- The Lake Tyers beach roadway is a sealed road that provides safe evacuation away from the threat adjacent the subject site
- A Fire Hydrant is located South of the site along the Lake Tyers Beach roadway (Approx 15m from Dwelling)
- In the event of a fire, refuge is available at the Lakes Entrance community Hall approximately 10km.



North Point

BUSHFIRE HAZARD PLAN.

Lake Tyers Beach road
LAKE TYERS BEACH.

415 Lake Tyers Beach Road – LAKE TYERS BEACH
Proposed Extensions to an Existing Dwelling.

13.02-1S Bushfire Planning -

The property 415 Lake Tyers Beach road is located within a mapped 'Bushfire Prone Area'

Objective –

To strengthen the resilience of settlements and communities to bushfire through risk-based planning that prioritises the protection of human life.

It is believed that the proposal to extend an existing Dwelling within the LDRZone allotment with the associated Designated Bushfire Prone Area mapped addresses criteria within strategies outlined to ensure protection of life is maintained for the occupants. An existing use for accommodation has been established for the site.

Strategies –

It is believed that the Proposal to extend an Existing Single Dwelling within a Designated Bushfire Prone Area will not further impact safety to human life for the occupants. As part the proposal improvements for Fire Safety will be included to ensure risk to human life is reduced for the Existing Dwelling.

The Proposal does not include subdivision to create additional allotment/dwellings within the mapped area.

The allotment is mapped within the BMO 'Bushfire Management Overlay' area. A pathway 1 assessment for use in a 'Low Density Residential allotment' to address Approved measures within 53.02-3 has been provided to satisfy items including (See previous application items provided.)

- Siting
- Bushfire Construction and Defendable Space requirements
- Water Supply and Access requirements.

Within this assessment and the Proposal Design the strategies for 13.02 – 1S Bushfire Planning have been considered and include

- A Bushfire Hazard Site Assessment to describe the Bushfire hazard within 150m radius
And
- A Bushfire Management Statement outlining how the proposal responds to this

Beyond these items consideration for landscape within and beyond 20km has been undertaken, with thought given to appropriate escape/evacuation routes available to nearby townships and the available response time for the occupants to be able to safely evacuate.

The application including addressing the 'BMO' 44.06 also ensures consultation with the relevant fire authority through referral.

415 Lake Tyers Beach Road – LAKE TYERS BEACH.
Proposed Extensions to an Existing Dwelling.

Tree Schedule - Refer to Site plan for Tree Numbers and Sizes.



Tree 1 – Coastal Grey Box

Rear fenceline

415 Lake Tyers Beach Road



Tree 2 – Ghost Gum

Tree 3 – Ghost Gum

Proposed Building Site Beyond

Dead Gum Tree

415 Lake Tyers Beach Road

415 Lake Tyers Beach Road – LAKE TYERS BEACH
Proposed Extensions to an Existing Dwelling

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Tree 5 – Iron Bark

Tree 4 – Coastal Grey Box



Tree 6 – Ghost Gum

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415 Lake Tyers Beach Road – LAKE TYERS BEACH.
Proposed Extensions to an Existing Dwelling.

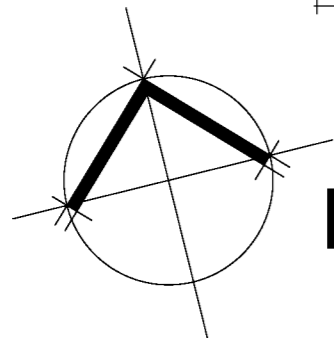
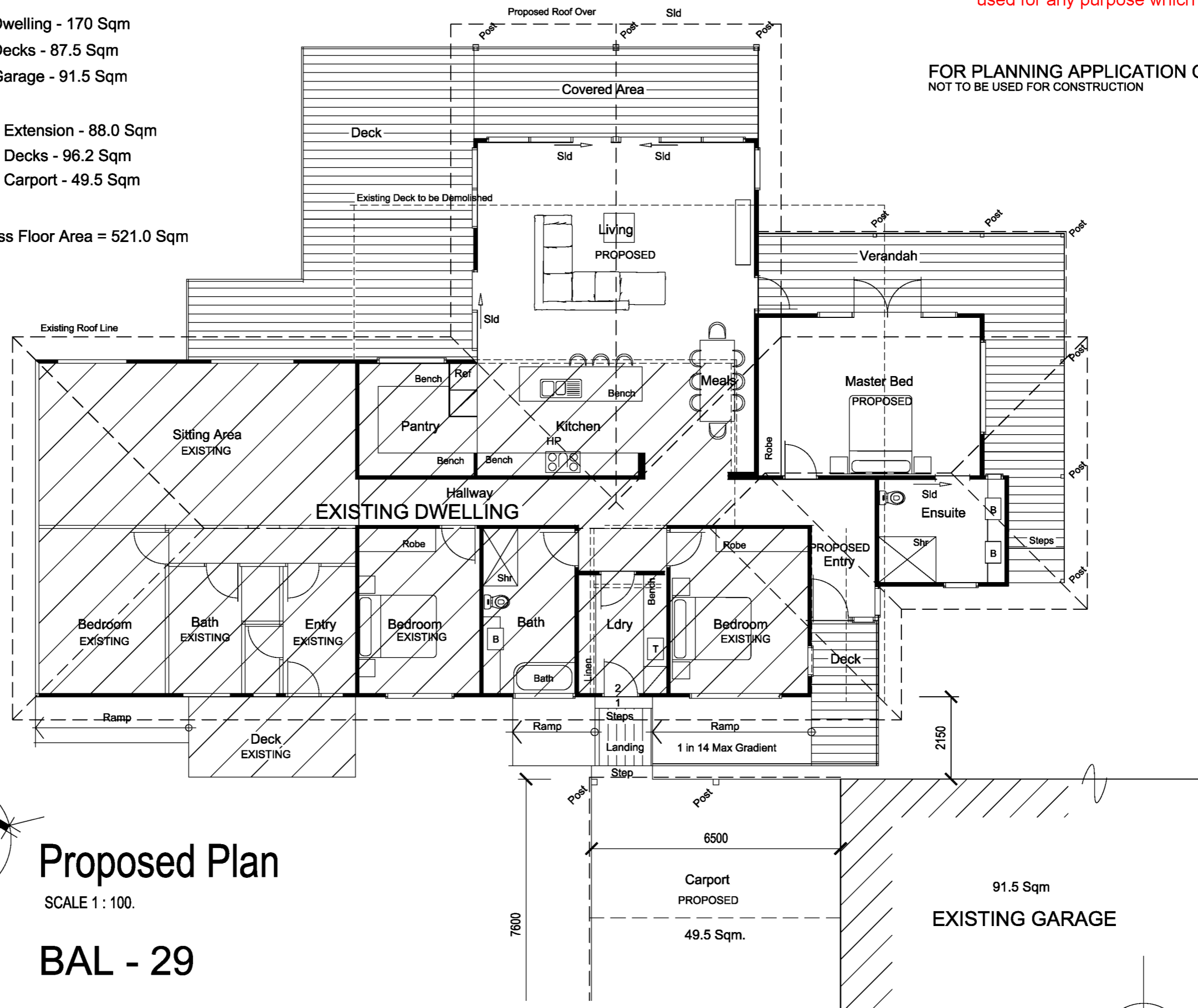


Existing Dwelling - 170 Sqm
Existing Decks - 87.5 Sqm
Existing Garage - 91.5 Sqm

Proposed Extension - 88.0 Sqm
Proposed Decks - 96.2 Sqm
Proposed Carport - 49.5 Sqm

Total Gross Floor Area = 521.0 Sqm

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Proposed Plan

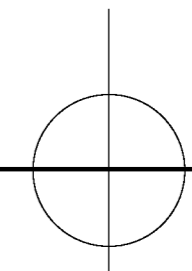
SCALE 1 : 100.

BAL - 29

- Lake Tyers Beach road - LTBeach

L a k e T y e r s B e a c h

D e s i g n .
Ph: 0 4 3 8 3 2 1 5 5 9



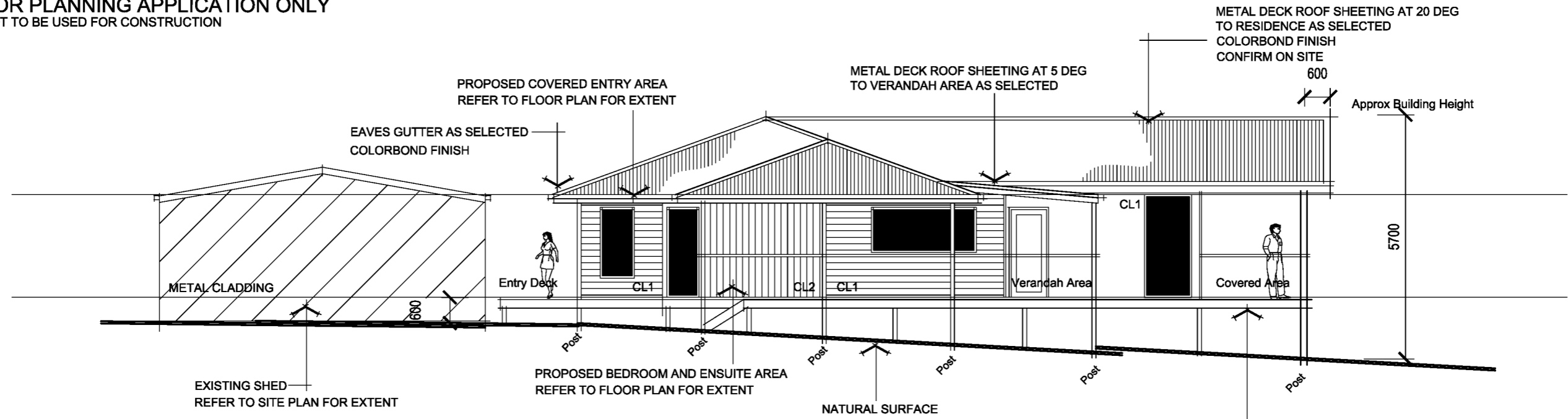
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Job No: 25012

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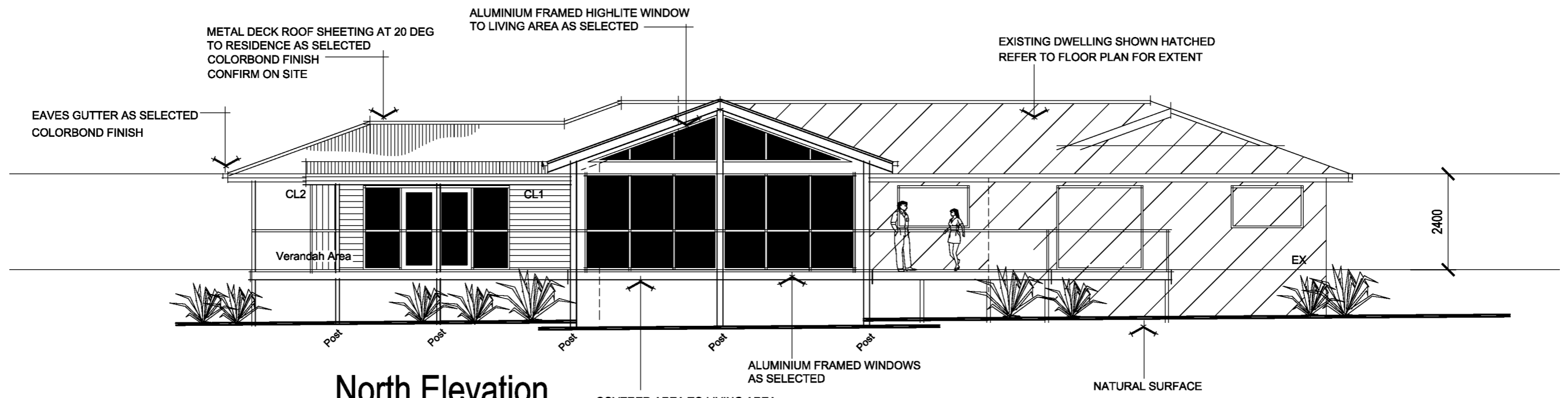
Page 59 of 63

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East Elevation.

SCALE 1 : 100.



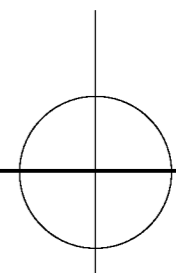
North Elevation.

SCALE 1 : 100.

- Lake Tyers Beach road - LTBeach

L a k e T y e r s B e a c h

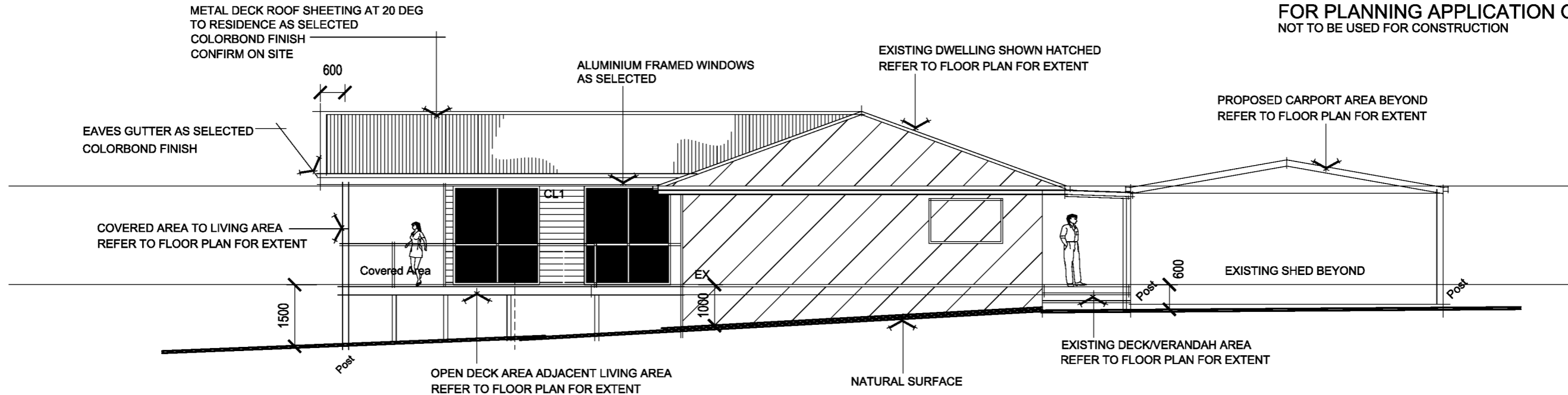
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tp 1. **2**

Job No: 25012

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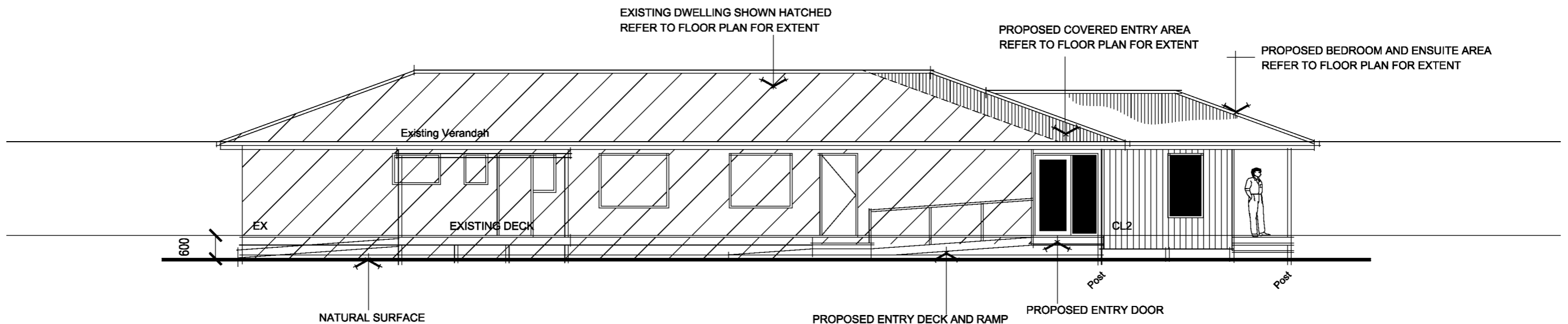


West Elevation.

SCALE 1 : 100.

CLADDING TYPES

- CL1 DENOTES JAMES HARDIE 'LINEA' WEATHERBOARDS PAINTED FINISH
- CL2 DENOTES JAMES HARDIE 'AXOM' SHEETING PAINTED FINISH
- EX DENOTES EXISTING HARDIE PLANK CLADDING



South Elevation.

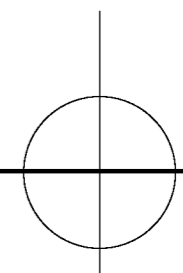
SCALE 1 : 100.

Note - Proposed Carport Not Shown for Clarity

- Lake Tyers Beach road - LTBeach

L a k e T y e r s B e a c h

D e s i g n .
Ph: 0 4 3 8 3 2 1 5 5 9



tp 1. **3**

Job No: 25012

Printed 16/06/2026

Page 61 of 63

Project No - 25012 Drawing No. tp1.4
Date - 25 / 03 / 26
415 Lake Tyers Beach Road - LAKE TYERS BEACH.

Construction Standard -

Building will be designed and constructed to a minimum Bushfire Attack Level of BAL - 29

Defendable Space -

Defendable space is the property boundary where vegetation (and other flammable materials) will be modified and managed in accordance with the following requirements -

- Grasses must be short cropped and maintained during the declared danger period.
- All leaves and vegetation debris must be removed at regular intervals during the declared danger period.
- Within 10 meters of a building, flammable objects must not be located close to the vulnerable parts of the building.
- Plants greater than 10 centimeters in height must not be placed within 3m of a window or glass feature of the building.
- Shrubs must not be located under the canopy of trees.
- Individual and clumps of shrubs must not exceed 5 sqm. In area and must be separated by at least 5 meters.
- Trees must not overhang or touch any elements of the building.
- The canopy of trees must be separated by at least 5m.
- There must be a clearance of at least 2m between the lowest tree branches and ground level.

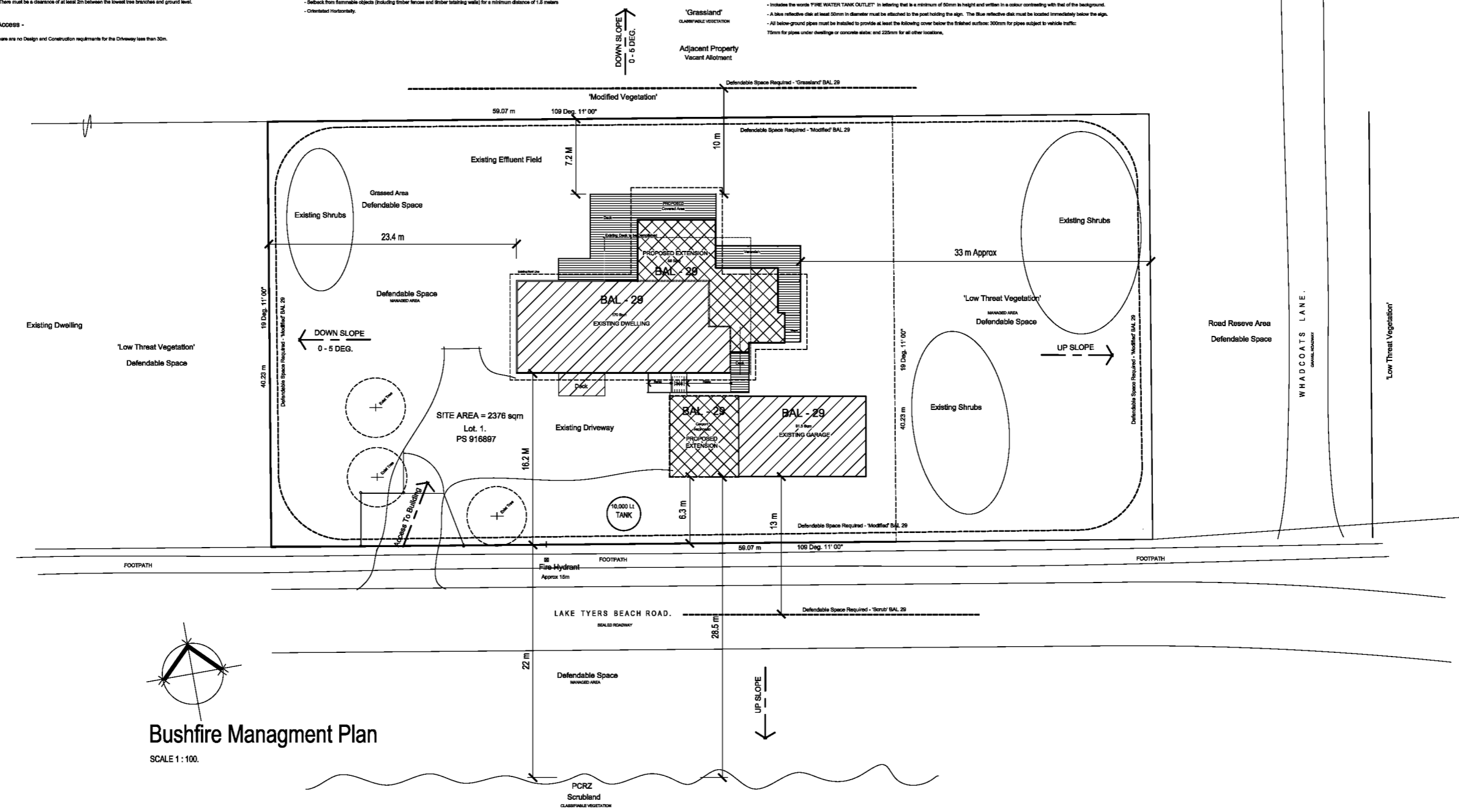
Access -

- There are no Design and Construction requirements for the Driveway less than 30m.

Water Supply - (with remote outlet)

- A 10,000 Litre water tank available on site for the fighting purposes meeting the following requirements -
- The location of the remote outlet must be within 4m of the driveway (or other suitable hardstand)
- The static water supply must be stored in an above ground tank constructed of concrete or metal.
- The static water supply must include a separate outlet for private use of the owner/occupier of the land that incorporates a ball or gate valve.
- The tank must be located to ensure gravity feed from the water tank supply to the remote outlet.
- All water pipes and fittings including the tank outlet to the remote outlet stand pipe must be a minimum pipe size of 80 millimetres (Class A Copper or Class 12 PVC) or 90mm PN 12.5 HDPE.
- The static water supply must be provided with a separate outlet for the CFA (CFA outlet) that includes a 54mm CFA 3 thread per inch male coupling.
- A 60 mm British Standard Pipe (BSP) ball or gate valve must be provided at the CFA outlet to control the flow of water to the CFA coupling.
- Any other valves between the CFA outlet and the tank must be located in the open position.
- The CFA outlet must be:
 - Easily accessible by a fire-fighter in the event of a bushfire.
 - Clear of all vegetation for a distance of 1.5 meters.
 - Setback from flammable objects (including timber fences and timber retaining walls) for a minimum distance of 1.5 meters.
 - Orientated horizontally.

- The centreline of the CFA outlet must be:
 - A minimum of 300mm and maximum 600mm in height above the finished ground level.
 - Located below the level of the outlet on the tank.
- The riser for the CFA outlet must be supported by a galvanneal steel post of at least 50mm x 50mm or equivalent which is embedded in the ground to a depth of at least 450mm.
- The CFA outlet must be easily identifiable from dwelling or signage must be provided that meets the following requirements:
 - Has an arrow pointing to the location of the fire authority outlet.
 - Has dimensions of not less than 910mm High and 400mm long.
 - Is red in colour, with a blue reflective marker attached.
 - Is labelled with a 'W' that is not less than 150mm high and 50mm thick.
- The CFA outlet must include a face-resistant or engraved sign that:
 - Is fixed to the post supporting the fire authority outlet riser.
 - Has a minimum height of at least 1m from the ground surface level.
 - Includes the words 'FIRE WATER TANK OUTLET' in lettering that is a minimum of 50mm in height and written in a colour contrasting with that of the background.
 - A blue reflective disk at least 50mm in diameter must be attached to the post holding the sign. The blue reflective disk must be located immediately below the sign.
 - All below-ground pipes must be installed to provide at least the following cover below the finished surface: 300mm for pipes subject to vehicle traffic; 150mm for pipes under dwellings or concrete slabs; and 225mm for all other locations.

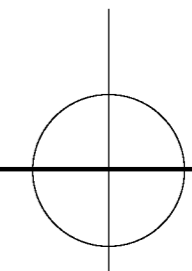


Bushfire Management Plan
SCALE 1: 100.

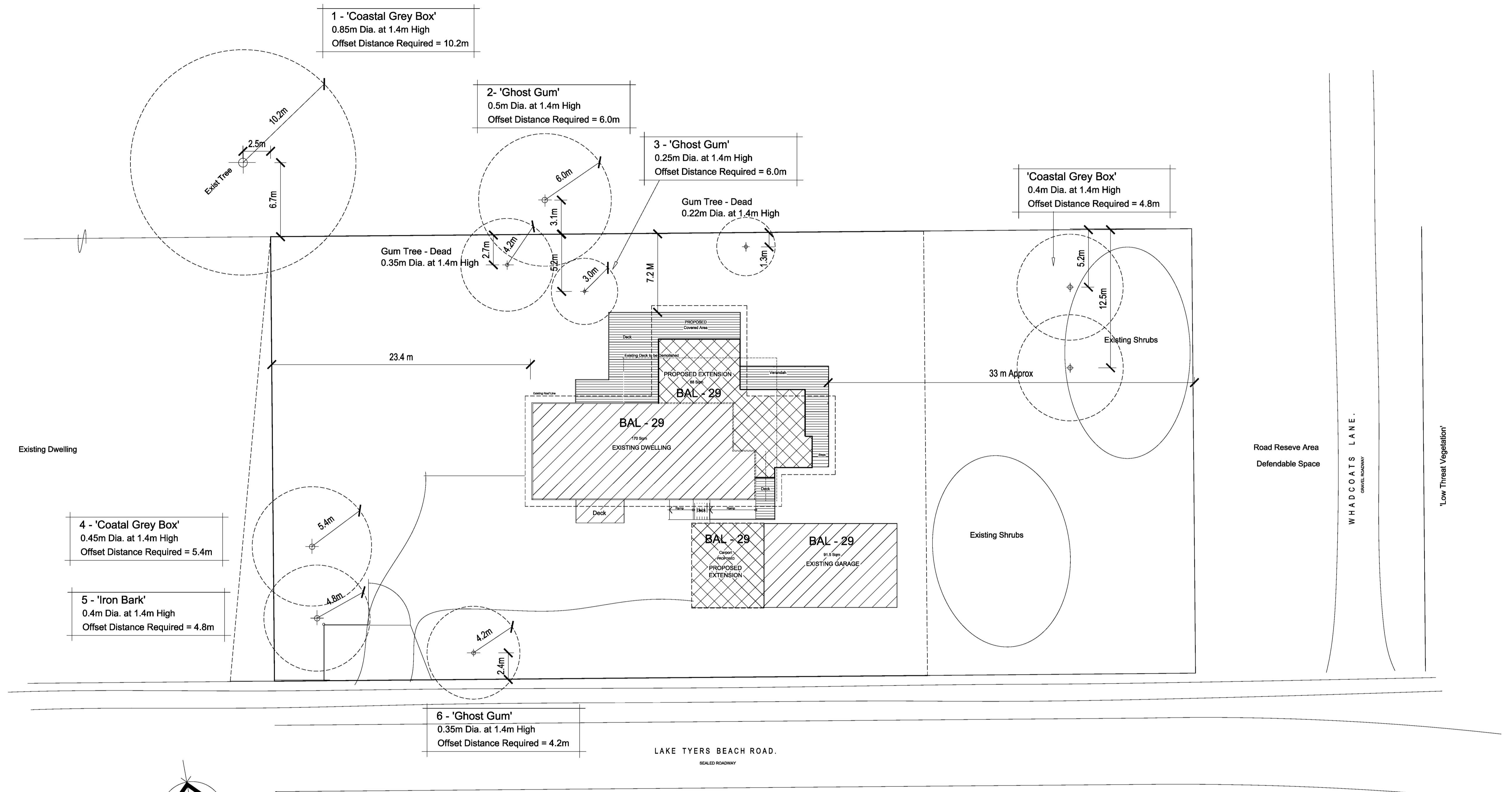
- Lake Tyers Beach road - LTBeach

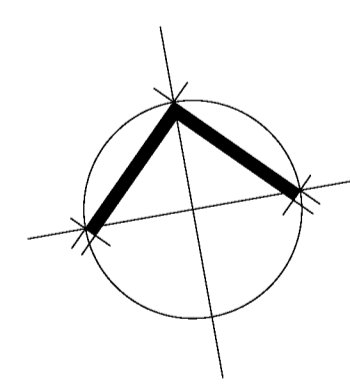
L a k e T y e r s B e a c h

D e s i g n .
Ph: 0 4 3 8 3 2 1 5 5 9



tp 1. **4**
Job No: 25012



 **Site Vegetation Plan**
 SCALE 1 : 100.

- Lake Tyers Beach road - LTBeach

