

NOTICE OF AN APPLICATION FOR PLANNING PERMIT

The land affected by the application is located at:	5 Mawson Street ORBOST VIC 3888 Lot: 2 PS: 918819
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
32.08-3	To Subdivide Land
The applicant for the permit is:	Nilsson, Noel & Holmes (Surveyors) Pty Ltd
The application reference number is:	5.2026.197.1

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: Friday, 26 June 2026 11:51 AM
To: Planning Unit Administration
Subject: Planning Permit application
Attachments: 26-021 - Title package.pdf; 26-021S - VER01.pdf; Planning_Permit_Application_2026-06-26T11-50-48_34967731_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: Nilsson, Noel & Holmes (Surveyors) Pty Ltd

Email address: mail@nnhsurveyors.net.au

Postal address : 8a Codrington Street Cranbourne

Preferred phone number: 0359964133

Owner's name:

Owner's business trading name (if applicable):

Owner's postal address:

Street number: 5

Street name: Mawson Street

Town: Orbost

Post code: 3888

Lot number: 2

Plan number: PS918819B

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 : Currently vacant land.

Description of proposal : Two lot land subdivision. Will be accompanied by a Clause 56 application.

Estimated cost of development: 0

Has there been a pre-application meeting: No

Full copy of Title: [26-021 - Title package.pdf](#)

Plans: [26-021S - VER01.pdf](#)

Invoice Payer: Nilsson, Noel & Holmes (Surveyors) Pty Ltd

Address for Invoice: 8a Codrington Street Cranbourne

Invoice Email: mail@nnhsurveyors.net.au

Primary Phone Invoice: 0359964133

Declaration: Yes

Authority Check: Yes

Notice Contact Check: Yes

Notice check 2: Yes

Privacy Statement Acknowledge: Yes



Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

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

Page 1 of 3

VOLUME 12564 FOLIO 921

Security no : 124134536449H

Produced 11/05/2026 04:51 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 918819B.
PARENT TITLE Volume 05106 Folio 191
Created by instrument PS918819B 02/08/2024

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 Section 173 Planning and Environment Act 1987
AX762204K 26/02/2024

AGREEMENT Section 173 Planning and Environment Act 1987
AY207379N 15/07/2024

DIAGRAM LOCATION

SEE PS918819B FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	STATUS	DATE
BA187471F (E) TRANSFER	Registered	06/03/2026

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

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

Street Address: 4 DAVID STREET ORBOST VIC 3888

ADMINISTRATIVE NOTICES

NIL

eCT Control REGISTRAR OF TITLES
Effective from 06/03/2026

DOCUMENT END

Imaged Document Cover Sheet

ADVERTISED
This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright.

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	PS918819B
Number of Pages (excluding this cover sheet)	2
Document Assembled	11/05/2026 16:51

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright.

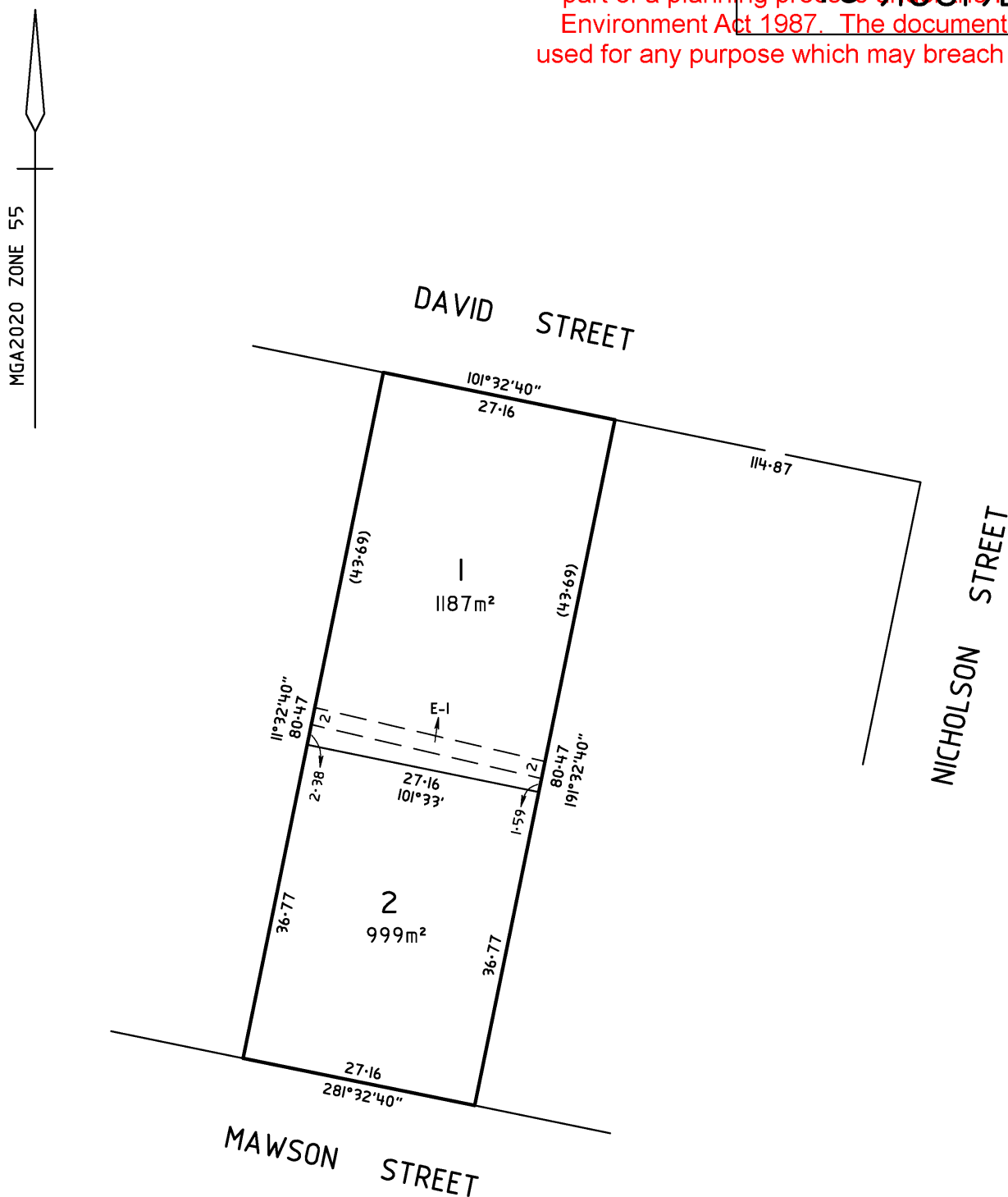
PLAN OF SUBDIVISION				EDITION 1 PS 918819B	
LOCATION OF LAND PARISH: ORBOST TOWNSHIP: _____ SECTION: B CROWN ALLOTMENT: 7 B (PART) CROWN PORTION: _____ TITLE REFERENCE: VOL 5106 FOL 191 LAST PLAN REFERENCE: LOT 38 - LP7027 SECTION C POSTAL ADDRESS: 4 DAVID STREET, (at time of subdivision) ORBOST, 3888 MGA2020 CO-ORDINATES: E: 628 440 ZONE: 55 (of approx centre of land in plan) N: 5827 320				Council Name: East Gippsland Shire Council Council Reference Number: PS918819B Planning Permit Reference: 88/2023/P SPEAR Reference Number: S216551B 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 24/08/2023 Statement of Compliance issued: 12/07/2024	
VESTING OF ROADS AND/OR RESERVES				NOTATIONS	
IDENTIFIER		COUNCIL/BODY/PERSON			
NIL		NIL			
NOTATIONS					
DEPTH LIMITATION DOES NOT APPLY					
SURVEY: This plan is based on survey. STAGING: This is not a staged subdivision. Planning Permit No. 88/2023/P This survey has been connected to permanent marks No(s). 1 & 36 In Proclaimed Survey Area No. NIL					
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	SEWERAGE	2	THIS PLAN	EAST GIPPSLAND REGION WATER CORPORATION	
Crowthier & Sadler Pty. Ltd. LICENSED SURVEYORS & TOWN PLANNERS 162 MACLEOD STREET, BAIRNSDALE, VIC., 3875 P. (03) 6162 6011 E. contact@rowthierandsadler.com.au		SURVEYORS FILE REF: 20445 Digitally signed by: Paul Anthony Dwyer, Licensed Surveyor, Surveyor's Plan Version (1), 26/07/2023, SPEAR Ref: S216551B		ORIGINAL SHEET SIZE: A3 SHEET 1 OF 2 SHEETS	PLAN REGISTERED TIME: 3:18 PM DATE: 2/08/2024 R.D. Assistant Registrar of Titles

Printed 2/09/2026

ADVERTISED

This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright.

PS 9|88|9E

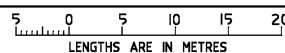


Crowther & Sadler Pty. Ltd.

LICENSED SURVEYORS & TOWN PLANNERS
152 MACLEOD STREET, BAIRNSDALE, VIC., 3875
P. (03) 5152 5011 E. contact@crowthersadler.com.au

SURVEYORS REF
20445

SCALE
1:500



ORIGINAL SHEET
SIZE: A3

SHEET 2

Digitally signed by: Paul Anthony Dwyer, Licensed Surveyor,
Surveyor's Plan Version (1),
26/07/2023, SPEAR Ref: S216551B

Digitally signed by:
East Gippsland Shire Council,
24/08/2023,
SPEAR Ref: S216551B

Printed 2/09/2026

Page 7 of 32



Department of Transport and Planning

ADVERTISED
This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1967. The document must not be used for any purpose which may breach any copyright.

Electronic Instrument Statement

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

Produced 26/05/2026 12:06:17 PM

Status	Registered	Dealing Number	AY207379N
Date and Time Lodged	15/07/2024 04:44:16 PM		

Lodger Details

Lodger Code	20126M
Name	STEFANIE DONNA SUMMERS
Address	
Lodger Box	
Phone	
Email	
Reference	Section 173 Agreemen

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
--------------	----------

Privacy Collection Statement

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

Estate and/or Interest

FEE SIMPLE

Land Title Reference

5106/191

Instrument and/or legislation

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

Applicant(s)

Name	EAST GIPPSLAND SHIRE COUNCIL
Address	
Street Number	273
Street Name	MAIN
Street Type	STREET
Locality	BAIRNSDALE
State	VIC
Postcode	3875

Additional Details



Department of Transport and Planning

ADVERTISED

This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright.

Electronic Instrument Statement

Refer Image Instrument

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

Execution

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

Executed on behalf of	EAST GIPPSLAND SHIRE COUNCIL
Signer Name	BEAU JESSE SUMMERS
Signer Organisation	STEFANIE DONNA SUMMERS
Signer Role	CONVEYANCING PRACTICE
Execution Date	15 JULY 2024

File Notes:

NIL

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

Statement End.

Imaged Document Cover Sheet

ADVERTISED
This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright.

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Instrument
Document Identification	AY207379N
Number of Pages (excluding this cover sheet)	11
Document Assembled	26/05/2026 12:06

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.



Agreement under section 173 of the Planning and Environment Act 1987

4 David Street, Orbost

AY207379

Table of Contents

1.	Defined Terms	3
2.	Interpretation	4
3.	Section 173 Agreement	5
3.1	Purposes of Agreement	5
3.2	Reasons for Agreement	5
4.	Agreement required	5
5.	Owner's Specific Obligations	5
5.1	Public Open Space Contribution	5
5.2	Avoidance of doubt	5
6.	Further Obligations of the Owner	6
6.1	Notice and Registration	6
6.2	Further actions	6
6.3	Council's Costs to be Paid	6
6.4	Interest for overdue money	6
7.	Agreement under section 173 of the Act	7
8.	Owner's Warranties	7
9.	Successors in Title	7
10.	General	7
10.1	Notices	7
10.2	Service of Notice	7
10.3	No Waiver	8
10.4	Severability	8
10.5	No fettering of Council's powers	8
10.6	Inspection of documents	8
10.7	Governing law	8
10.8	Electronic execution	8
11.	Commencement of Agreement	9
12.	Ending of Agreement	9

Information Table

Date of Agreement: 9/7/2024

Parties

Name	East Gippsland Shire Council
Short form name	Council
Notice details	273 Main Street, Bairnsdale, Victoria
Name	Stephen Francis Emmett
Short form name	Owner
Notice details	14 Lakeside Avenue, Mount Beauty, Victoria
Name	Linda Joyce Chalmers
Short form name	Owner
Notice details	4 David Street, Orbost, Victoria

Background

- A. Council is the responsible authority pursuant to the Act for the Planning Scheme.
- B. The Subject Land is subject to the Planning Scheme.
- C. The Owner is the registered proprietor of the Subject Land.
- D. Council has granted the Planning Permit authorising the subdivision of the Subject Land. Condition 6 requires the Owner to pay a contribution to Council under section 18 of the Subdivision Act.
- E. This Agreement is to give effect to the terms and conditions on which the Public Open Space Contribution is payable.
- F. The parties enter into this Agreement to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

Agreed Terms

1. Defined Terms

In this Agreement:

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.

Current Address for Service

for Council means the address shown on page 2 of this Agreement, or any other address listed on Council's website; and

for the Owner means the address shown on page 2 of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

Current Email Address for Service

for Council means feedback@egipps.vic.gov.au, or any other principal office email address listed on Council's website; and

for the Owner means any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement or any other email address provided by the Owner to Council for any purpose relating to the Subject Land.

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.

Lot has the same meaning as in the *Subdivision Act 1988*.

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

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 the Subject Land and includes any Mortgagee-in-possession.

Party or parties means the Owner and Council but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

Planning Permit means planning permit no. 88/2023/P, issued by Council on 31 May 2023, as amended from time to time. A copy of the Planning Permit is available for inspection at Council offices during normal business hours upon giving Council reasonable notice.

Planning Scheme means the East Gippsland Planning Scheme.

Proposed Lots mean lot 1 and lot 2 on the Endorsed Plan.

Public Open Space Contribution means the contribution required under condition 6 of the Planning Permit, which is payable by the Owner to Council for the purposes of public open space, in an amount equal to 5% of the site value, as valued in accordance with the Subdivision Act within 12 months of the amount being paid to Council.

Statement of Compliance means a statement of compliance issued by Council under the Subdivision Act.

Subdivision Act means the *Subdivision Act 1988*.

Subject Land means the land situated at 4 David Street, Orbost being the land contained in certificate of title volume 5106 folio 191 and any reference to the Subject Land in this Agreement includes a reference to 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.
- 2.7 The introductory clauses to this Agreement form part of this Agreement.
- 2.8 The Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land.
- 2.9 Any reference to a clause, page, condition, attachment or term is a reference to a clause, page, conditions, attachment or term of this Agreement.

3. Section 173 Agreement

3.1 Purposes of Agreement

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

- 3.1.1 give effect to the terms of the Planning Permit;
- 3.1.2 defer the timing of the Public Open Space Contribution payable under condition 6 of the Planning Permit; and
- 3.1.3 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

3.2 Reasons for Agreement

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

- 3.2.1 Council would not have approved the Planning Permit without the condition requiring the Public Open Space Contribution;
- 3.2.2 Council would not have issued a Statement of Compliance for the subdivision approved under the Planning Permit without this Agreement securing the Public Open Space Contribution with respect to the Proposed Lots;
- 3.2.3 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

4. Agreement required

The Parties agree that this Agreement will continue to be required unless Council confirms in writing that it is no longer required.

5. Owner's Specific Obligations

5.1 Public Open Space Contribution

The Owner agrees that, if a Proposed Lot is further subdivided to create an additional Lot, the Owner must pay the Public Open Space Contribution with respect to the whole of that Proposed Lot before a Statement of Compliance is issued for the further subdivision.

5.2 Avoidance of doubt

For the avoidance of doubt, if only one of the Proposed Lots is further subdivided, the obligation under clause 5.1 will continue to apply to the other Proposed Lot until it is further subdivided.

6. Further Obligations of the Owner

6.1 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.

6.2 Further actions

The Owner:

- 6.2.1 must do all things necessary to give effect to this Agreement;
- 6.2.2 consents to Council applying to the Registrar of Titles to record the Agreement on the Certificate of Title to the Subject Land in accordance with section 181 of the Act; and
- 6.2.3 agrees to do all things necessary to enable Council to do so, including:
 - (a) signing any further agreement, acknowledgement or document; and
 - (b) obtaining all necessary consents to enable the recording to be made.

6.3 Council's Costs to be Paid

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

- 6.3.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- 6.3.2 preparing, drafting, finalising and recording any amendment to this Agreement; and
- 6.3.3 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

6.4 Interest for overdue money

- 6.4.1 The Owner must pay to Council interest in accordance with section 120 of the *Local Government Act 2020* on any amount due under this Agreement that is not paid by the due date.
- 6.4.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

7. Agreement under section 173 of the Act

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

8. 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.

9. 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:

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

10. General

10.1 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:

- 10.1.1 personally on the other Party;
- 10.1.2 by leaving it at the Party's Current Address for Service;
- 10.1.3 by posting it by prepaid post addressed to that Party at the Party's Current Address for Service;
- 10.1.4 by facsimile to the Party's Current Number for Service; or
- 10.1.5 by email to the Party's Current Email Address for Service.

10.2 Service of Notice

A notice or other communication is deemed served:

- 10.2.1 if delivered, on the next following business day;
- 10.2.2 if posted, on the expiration of 7 business days after the date of posting;

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

10.2.4 if sent by email, the day on which it is sent.

10.3 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.

10.4 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.

10.5 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.

10.6 Inspection of documents

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

10.7 Governing law

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

10.8 Electronic execution

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

11. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date the Planning Permit was issued.

12. Ending of Agreement

If a Proposed Lot is subdivided, this Agreement ends in relation to a particular Lot where the owner of that particular Lot has complied with all the obligations relating to that particular Lot imposed on it under this Agreement.

SIGNED, SEALED AND DELIVERED as an agreement under Division 2 of Part 9 of the Act and as a Deed between the Parties.

SIGNED BY EAST GIPPSLAND SHIRE COUNCIL by its authorised officer in the presence of



Signature of witness

Michelle Van Aarde

Print name of witness



Signature of authorised officer

Name: Alba Elling

Authority: Acting General Manager
Place and Community

Signed Sealed and Delivered by Stephen Francis Emmett in the presence of:

)
)


Stephen Francis Emmett



Witness

Print Name: Helen Mary Chalmers

Signed Sealed and Delivered by Linda Joyce Chalmers in the presence of:

)
)


Linda Joyce Chalmers



Witness

Print Name: Helen Mary Chalmers



Department of Transport and Planning

ADVERTISED
This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1967. The document must not be used for any purpose which may breach any copyright.

Electronic Instrument Statement

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

Produced 26/05/2026 12:06:17 PM

Status	Registered	Dealing Number	AX762204K
Date and Time Lodged	26/02/2024 09:04:10 AM		

Lodger Details

Lodger Code	18640K
Name	NEVIN LENNE & GROSS
Address	
Lodger Box	
Phone	
Email	
Reference	HMC:70821 Emmett (Lo

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
--------------	----------

Privacy Collection Statement

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

Estate and/or Interest

FEE SIMPLE

Land Title Reference

5106/191

Instrument and/or legislation

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

Applicant(s)

Name	EAST GIPPSLAND SHIRE COUNCIL
Address	
Street Number	273
Street Name	MAIN
Street Type	STREET
Locality	BAIRNSDALE
State	VIC
Postcode	3875

Additional Details



Department of Transport and Planning

ADVERTISED

This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright.

Electronic Instrument Statement

Refer Image Instrument

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

Execution

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

Executed on behalf of	EAST GIPPSLAND SHIRE COUNCIL
Signer Name	HELEN COLLINS
Signer Organisation	NLG SOLICITORS PTY. LTD.
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	26 FEBRUARY 2024

File Notes:

NIL

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

Statement End.

Imaged Document Cover Sheet

ADVERTISED
This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright.

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Instrument
Document Identification	AX762204K
Number of Pages (excluding this cover sheet)	6
Document Assembled	26/05/2026 12:06

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

ADVERTISED

This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright.

DATED 11 September

2023

EAST GIPPSLAND SHIRE
("the Council")

-and-

LINDA JOYCE CHALMERS and STEPHEN FRANCIS EMMETT
("the Owners")

SECTION 173 AGREEMENT

Nevin Lenne Gross
Solicitors
57 Clyde Street,
MYRTLEFORD VIC 3737

Telephone: 03 5752 1255

Facsimile: 03 5752 1463

Reference: 70821

This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright.

THIS AGREEMENT is made the 11th day of September 2023

BETWEEN

EAST GIPPSLAND SHIRE of 273 Main Street, BAIRNSDALE VIC 3875 ("the Council")

and

LINDA JOYCE CHALMERS and STEPHEN FRANCIS EMMETT of 4 DAVID STREET, ORBOST VIC 3888 ("The Owners")

INTRODUCTION

- A. The Owners are the registered proprietors of the land.
- B. The Council is the Responsible Authority pursuant to the Act for the Scheme.
- C. On the 31st day of May 2023 the Council granted Planning Permit No. 88/2023/P permitting subdivision of the land ("the Permit").
- D. The Permit is conditional on the Owners entering into an Agreement under s 173 of the Act with the Council to provide for the matters referred to therein.
- E. On registration of this Agreement, with the Titles Office, pursuant to s 181 of the Act, certification of the plan of subdivision will be issued by the Council.

IT IS AGREED

1. DEFINITIONS

- 1.1 In this Agreement, unless the context clearly indicated or requires to the contrary, the following words and expressions have the following meanings:

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

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

"the Council" means the East Gippsland Shire.

"the Owner" means Linda Joyce Chalmers and Stephen Francis Emmett and any person or persons entitled from time to time to be or who are registered by the Registrar of Titles as a proprietor or proprietors of an estate in fee simple of the land or any part of it.

"the land" means Lot 38 Section C on Plan of Subdivision 007027 being the whole of the land comprised in Certificate of Title Volume 05106 Folio 191. The land is situated at 4 David Street, Orbost VIC 3888.

"the Scheme" means the East Gippsland Planning Scheme and all parts of that Scheme as it may be amended from time to time.

2. INTERPRETATION

- 2.1 The singular includes the plural and the plural includes the singular.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and their successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A reference to a Planning Scheme shall include any amendment consolidation or replacement of such scheme.
- 2.6 A reference to a statute shall include any statutes amending, consolidating or replacing same and any regulations made under such statutes.
- 2.7 All headings are for ease of reference only and not be taken into account in the construction or interpretation of this Agreement.
- 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 officer.
- 2.9 The introductory clauses to this Agreement are and will be deemed to form part 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 s 173 of the Act.

4. EFFECT OF AGREEMENT

- 4.1 This Agreement shall come into force and effect on the date hereof.
- 4.2 Upon registration by the Registrar of Titles pursuant to s 181 of the Act the burden of the covenants in the Agreement runs at law and equity with the land, and the Responsible Authority may, in addition to any other means of enforcement, enforce such covenants in accordance with s 182 of the Act.
- 4.3 The obligations of the Owner under this Agreement being obligations to be performed by the Owner has conditions on which the land may be used or developed for specified purposes and being developed for specified purposes, and being intended to achieve or advance the objectives of the scheme, will take effect as separate and severable covenants which shall be annexed to and run at law and equity with the land to bind the owner and each successor, assignee or transferee of the Owner, the registered proprietor or proprietors for the time being of the land and every part of the land.
- 4.4 The owner covenants and agrees with the Council that the Owner will take all necessary steps to comply with the obligations of each and every clause in this Agreement;

5. COVENANTS OF THE OWNER

The Owner covenants, acknowledges and agrees:

- 5.1 Any dwelling on Lot 2 must include a rainwater tank having a minimum storage capacity of 2,000 litres; and
- 5.2 The rainwater tank must collect rainwater runoff from the roof of the dwelling; and
- 5.3 The rainwater tank must be used as the primary water source for flushing of toilets, laundry services and also include an external tap for garden irrigation.

6. OWNER'S WARRANTIES

Without limiting the operation or effect which this Agreement has, the Owner warrants and covenants that:

- 6.1 the Owner is entitled to be the registered proprietor of the land and the beneficial Owner thereof;
- 6.2 there will be no mortgages liens charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the land not disclosed by the usual searches or notified to the Council;
- 6.3 the Owner shall not sell transfer dispose of or assign mortgage or part with the possession of the land or any part thereof without first disclosing to any intended purchaser transferee assignee or mortgagee the existence and nature of this Agreement;
- 6.4 if the Owner is registered as the proprietor of the land as trustee of any trust, the Owner, for the purposes of this Agreement, shall be deemed to include each beneficiary of the relevant trust and the Owner in executing this Agreement does so intending to assume both personal liability and to bind the trust for which it acts as trustee. The Owner warrants that it is authorised to enter into this Agreement by the terms of the Trust Deed.

7. SUCCESSORS IN TITLE

Without limiting the operation or effect which this Agreement has, the Owner shall until such time as a memorandum of this Agreement is registered on the titles to the land ensure that the Owner's successors in title:

- 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 under seal a deed agreeing to be bound by the terms of this Agreement and upon such execution this Agreement shall continue as if executed by such successors as well as by the parties to this Agreement as if the successor's name appeared in each clause in which the name of the Owner appears and in addition to the name of the Owner.

8. COSTS

- 8.1 The owner shall forthwith pay on demand to the Council its costs of and in connection with this Agreement.

9. OWNER'S ACKNOWLEDGMENT

The owner expressly acknowledges and agrees that nothing in this Agreement nor the performance by the Owner of any of its obligations under this Agreement does or will restrain, limit or otherwise fetter the exercise by the Council of the power, duties and discretions that the Council has or may have (as Planning authority, responsible authority or otherwise) under the Act or under the Scheme to consider, approve, amend or to require further information in respect of:

- 9.1 any plans submitted by the Owner to the Council for approval;
- 9.2 any new or additional application made by the Owner for amendment to the Scheme or in respect of the land;
- 9.3 any application made by the Owner to the Council for the grant of a permit or for consent or approval for the carrying out of any development use on the land for which a permit or approval or consent is required; or
- 9.4 any application to amend the permit or the endorsed plans.

10. DISPUTE RESOLUTION

Where provisions of this Agreement relate to works, development or use of the land, such works development or use shall be carried out to the satisfaction of or with the approval of the Council and any dispute as to compliance may be referred by either party to the Victorian Civil and Administrative Appeals Tribunal under s 149A of the Act.

11. GENERAL

11.1 Notices

- 11.1 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:

- 11.1.1 by delivering it personally to that party;
- 11.1.2 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
- 11.1.3 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.

- 11.2 A notice or other communication is deemed served:

- 11.2.1 if delivered, on the next following business day;
- 11.2.2 if posted, on the expiration of two business days after the date of posting; or

This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright.

11.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmissions before the end of that business day then on the following business day after such request.

12. PROPER LAW

The proper law of this Agreement is the law of the State of Victoria and insofar as is appropriate the law of the Commonwealth of Australia.

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

The Common Seal of the East Gippsland
Shire Council was hereunto affixed on
the 11th day of September 2023

in the presence of:


Chief Executive


Witness



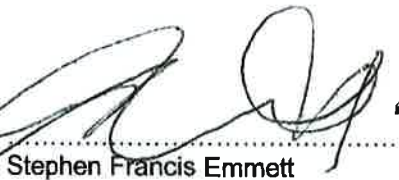
SIGNED SEALED AND DELIVERED
by the said LINDA JOYCE CHALMERS
in the presence of:


Linda Joyce Chalmers


Witness

STEPHEN BERTRAM

SIGNED SEALED AND DELIVERED
by the said STEPHEN FRANCIS EMMETT
in the presence of:


Stephen Francis Emmett


Witness

STEPHEN BERTRAM

PLAN OF SUBDIVISION				EDITION 1		PLAN NUMBER PS 937141G	
LOCATION OF LAND Parish: ORBOST Township: - Section: B Crown Allotment: 7B (PART) Crown Portion: - Title Reference: VOL 12564 FOL 921 Last Plan Reference: LOT 2 ON PS 918819B Postal Address: 5 MAWSON STREET (at time of subdivision) ORBOST, 3888 MGA2020 Co-ordinates: E 628 430 Zone: 55 (of approx. centre of land in plan) N 5 827 300				Council Name: EAST GIPPSLAND SHIRE COUNCIL			
VESTING OF ROADS AND / OR RESERVES				NOTATIONS			
IDENTIFIER		COUNCIL / BODY / PERSON					
NIL		NIL					
NOTATIONS							
Depth Limitation: DOES NOT APPLY Staging: This is not a staged subdivision. Planning Permit No. Survey: This plan is based on survey. This survey has been connected to permanent marks no(s) In proclaimed Survey Area No.				<u>WARNING</u> 1. THIS IS A PHOTOCOPY OF AN UNREGISTERED PLAN. AS ALTERATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE REQUIRED BY OTHERS PRIOR TO CERTIFICATION AND REGISTRATION, NILSSON, NOEL & HOLMES (SURVEYORS) PTY LTD CAN ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE HOWSOEVER ARISING, TO ANY PERSON OR CORPORATION WHO MAY RELY ON THIS PLAN FOR ANY PURPOSE. 2. THE DIMENSIONS SHOWN HEREON ARE SUBJECT TO FINAL SURVEY.			
EASEMENT INFORMATION							
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)							
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour Of			
Nilsson, Noel & Holmes (Surveyors) Pty. Ltd. A.C.N. 067 949 615 Surveyors, Engineers & Town Planners 8A Codrington Street, Cranbourne 3977 Phone (03) 5996 4133 Email: mail@nnhsurveyors.net.au		REF: 26-021 DWG No. 26-021S 22/05/2026 LICENSED SURVEYOR: JONATHAN N. CROSS VER 01		ORIGINAL SHEET SIZE: A3	Sheet 1 of 2 sheets		

This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright.

PLAN NUMBER

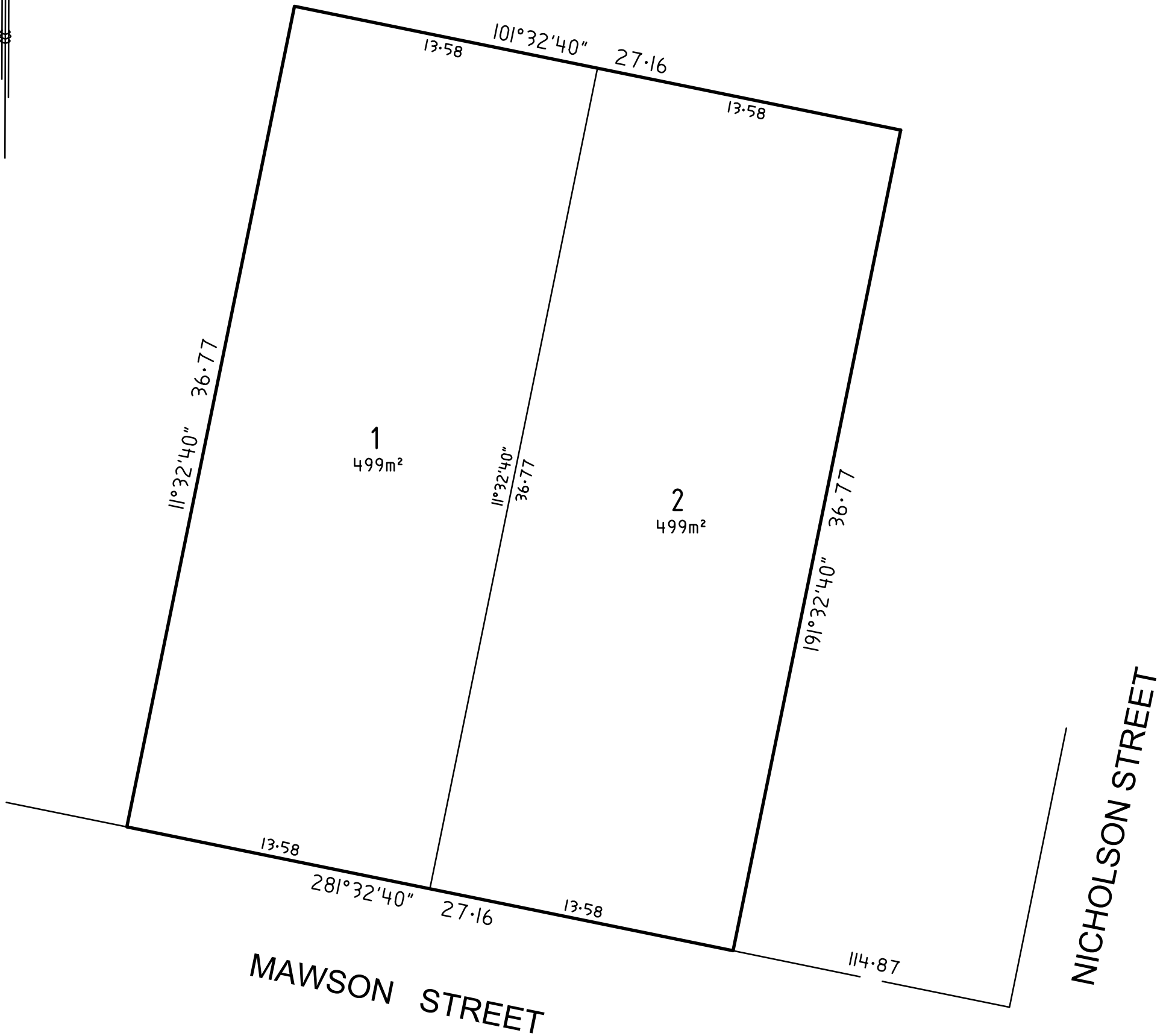
PS 937141G

PLAN OF SUBDIVISION

WARNING

1. THIS IS A PHOTOCOPY OF AN UNREGISTERED PLAN. AS ALTERATIONS BEYOND THE CONTROL OF THE SURVEYOR MAY BE REQUIRED BY OTHERS PRIOR TO CERTIFICATION AND REGISTRATION, NILSSON, NOEL & HOLMES (SURVEYORS) PTY LTD CAN ACCEPT NO LIABILITY FOR ANY LOSS OR DAMAGE HOWSOEVER ARISING, TO ANY PERSON OR CORPORATION WHO MAY RELY ON THIS PLAN FOR ANY PURPOSE.
2. THE DIMENSIONS SHOWN HEREON ARE SUBJECT TO FINAL SURVEY.

MGA2020 ZONE 55



Nilsson, Noel & Holmes (Surveyors) Pty. Ltd.

A.C.N. 067 949 615

Surveyors, Engineers & Town Planners

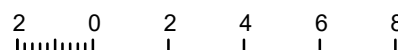
8A Codrington Street, Cranbourne 3977

Phone (03) 5996 4133

Email: mail@nnhsurveyors.net.au



SCALE
1:200



LENGTHS ARE IN METRES

LICENSED SURVEYOR:

JONATHAN N. CROSS

VER 01

REF: 26-021 DWG No. 26-021S 22/05/2026

ORIGINAL SHEET
SIZE: A3

SHEET 2