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Form 2

# NOTICE OF AN APPLICATION FOR PLANNING PERMIT

| | |
|---|---|
| **The land affected by the application is located at:** | **18 Apollo Drive LAKES ENTRANCE VIC 3909**<br><br>**Lot: 40 PS: 916382** |
| **The application is for a permit to:** | **Buildings and Works (Dwelling)** |
| **A permit is required under the following clauses of the planning scheme:** | |
| **Planning Scheme Clause** | **Matter for which a permit is required** |
| 43.02-2 (DDO13) | Buildings and Works (Dwelling) |
| **The applicant for the permit is:** | **G D Wilson & M J Wilson** |
| **The application reference number is:** | **5.2026.318.1** |

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.

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**April McDonald**

**From:** Snapforms Notifications <no-reply@snapforms.com.au>
**Sent:** Monday, 14 September 2026 8:11 PM
**To:** Planning Unit Administration
**Subject:** Planning Permit application
**Attachments:** Plan subdivision.pdf; Land Title.pdf; Copy of s173 Agreement.pdf; Planning_Permit_Application_2026-09-14T20-11-10_37054427_0.pdf; RE: Planning Permit

**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:** Graeme Donald Wilson & Ma Rowena Wilson

**Email address:**

**Postal address :**

**Preferred phone number:**

**Secondary phone number:**

**Street number:** 18

**Street name:** Apollo Drive

**Town:** Lakes Entrance

**Post code:** 3909

**Lot number:** 40

**Plan number:** PS916382

**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?:** No

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

**Existing conditions :** Multiple lot subdivision

**Description of proposal :** Building of two storey residence.

**Estimated cost of development:** $589,000

**Has there been a pre-application meeting:** No

**Full copy of Title:** Land Title.pdf

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**Covenants agreements:** Copy of s173 Agreement.pdf

**Plans:** Plan subdivision.pdf

**Invoice Payer:**

**Address for Invoice**

**Invoice Email:**

**Primary Phone Invoice:**

**Invoice Secondary Phone:**

**Declaration:** Yes

**Authority Check:** Yes

**Notice Contact Check:** Yes

**Notice check 2:** Yes

**Privacy Statement Acknowledge:** Yes

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



VOLUME 12652 FOLIO 668

Security no : 124138578558L
Produced 14/09/2026 07:58 PM

## LAND DESCRIPTION

Lot 40 on Plan of Subdivision 916382B.
PARENT TITLE Volume 12559 Folio 608
Created by instrument PS916382B 16/01/2026

## REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors

## ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT BA207649J 13/03/2026
Expiry Date 31/12/2040

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
X813669E 15/10/2001

AGREEMENT Section 173 Planning and Environment Act 1987
AQ596985L 03/01/2018

AGREEMENT Section 173 Planning and Environment Act 1987
AV881561L 22/07/2022

## DIAGRAM LOCATION

SEE PS916382B 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: 18 APOLLO DRIVE LAKES ENTRANCE VIC 3909

## ADMINISTRATIVE NOTICES

NIL



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Page 4 of 84

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| Document Identification | **PS916382B** |
| Number of Pages (excluding this cover sheet) | **3** |
| Document Assembled | **14/09/2026 19:58** |

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# PLAN OF SUBDIVISION

EDITION 1 PS 916382B

## LOCATION OF LAND

**PARISH:** COLQUHOUN
**TOWNSHIP:** ———
**SECTION:** ———
**CROWN ALLOTMENT:** 27A & 30A (PARTS)
**CROWN PORTION:** ———
**TITLE REFERENCE:** VOL 12559 FOL 608

**LAST PLAN REFERENCE:** LOT A - PS910656W

**POSTAL ADDRESS:** 45 LAWSON DRIVE, LAKES ENTRANCE, 3909
**(at time of subdivision)**

**MGA2020 CO-ORDINATES:** E: 588 960 ZONE: 55
**(of approx centre of land in plan)** N: 5808 720

Council Name: East Gippsland Shire Council

Council Reference Number: PS916382B
Planning Permit Reference: 177/2011/P
SPEAR Reference Number: S212575P

**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 06/11/2024

**Statement of Compliance** issued: 24/12/2025

## VESTING OF ROADS AND/OR RESERVES

| IDENTIFIER | COUNCIL/BODY/PERSON |
|---|---|
| RI ROAD | EAST GIPPSLAND SHIRE COUNCIL |

## NOTATIONS

**DEPTH LIMITATION** DOES NOT APPLY

**SURVEY:**
This plan is based on survey.

**STAGING:**
This is not a staged subdivision.
Planning Permit No. 177/2011/P

This survey has been connected to permanent marks No(s). ———

In Proclaimed Survey Area No. NIL

## NOTATIONS

DIMENSIONS OF LOT A ARE NOT THE RESULT OF THIS SURVEY.
THE AREA OF LOT A IS BY DEDUCTION FROM TITLE.

LOTS 1 TO 39 & 47 TO 147 HAVE BEEN OMITTED FROM THIS PLAN
LOT A CONSISTS OF 2 PIECES

## 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, E-5 | POWERLINE | 16 | PS438857S - SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000 | TXU ELECTRICITY LTD |
| E-4, E-5, E-9 | SEWERAGE | SEE DIAG | PS910656W | EAST GIPPSLAND REGION WATER CORPORATION |
| E-6, E-7 | SEWERAGE | SEE DIAG. | THIS PLAN | EAST GIPPSLAND REGION WATER CORPORATION |
| E-6, E-8, E-9 | DRAINAGE | SEE DIAG. | THIS PLAN | EAST GIPPSLAND SHIRE COUNCIL |

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

SURVEYORS FILE REF: 20201

ORIGINAL SHEET SIZE: A3

SHEET 1 OF 3 SHEETS

Digitally signed by: Paul Anthony Dwyer, Licensed Surveyor, Surveyor's Plan Version (4), 17/10/2024, SPEAR Ref: S212575P

Land Use Victoria Plan Registered
11:52 AM
16/01/2026
Assistant Registrar of Titles

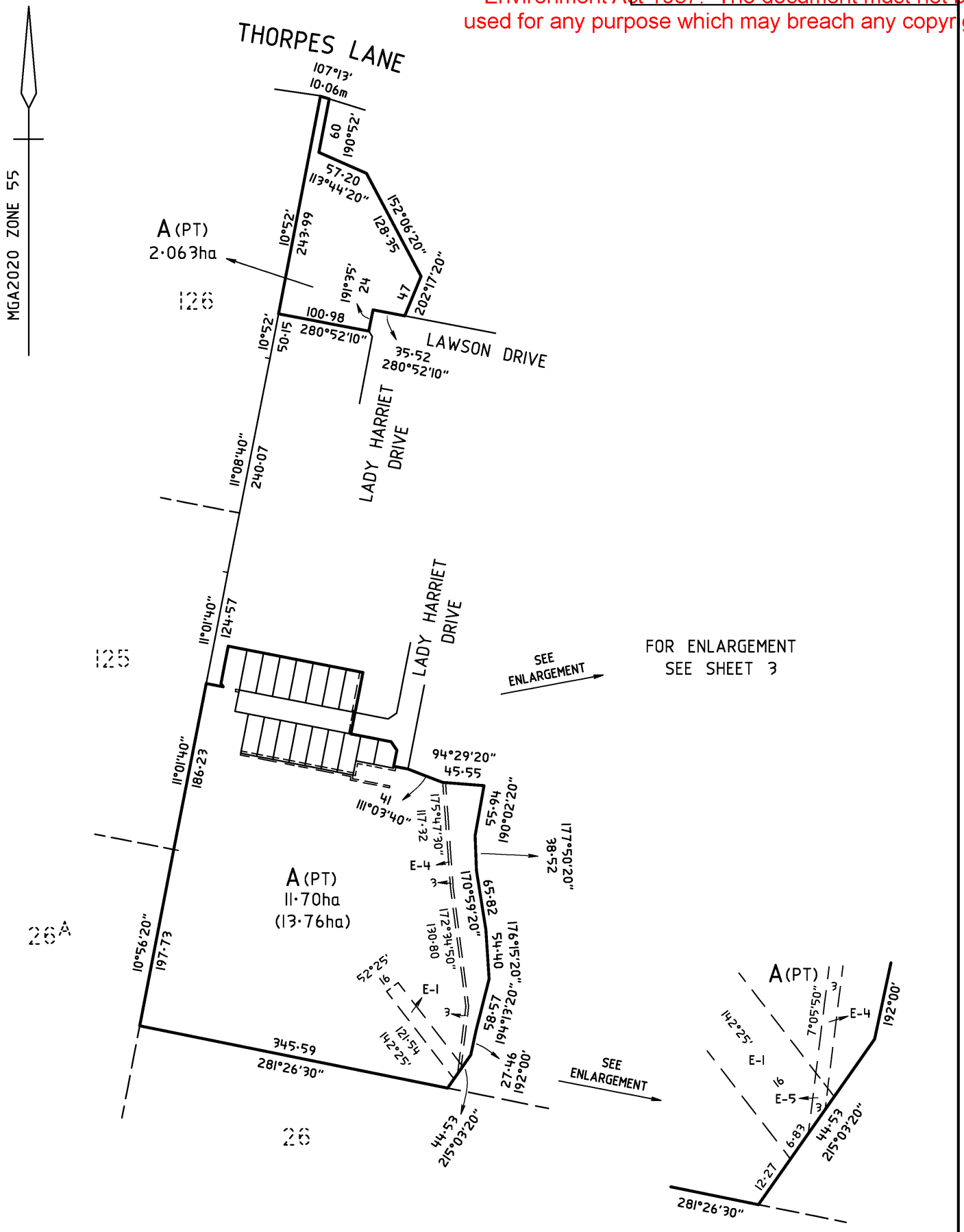
Amended by: Paul Anthony Dwyer, Licensed Surveyor 14/01/2026.

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PS 916382B




| | | | | | |
|---|---|---|---|---|---|
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| | Digitally signed by: Paul Anthony Dwyer, Licensed Surveyor, Surveyor's Plan Version (4), 17/10/2024, SPEAR Ref: S212575P | | | Digitally signed by: East Gippsland Shire Council, 06/11/2024, SPEAR Ref: S212575P | |

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PS 916382B




SHEET 3
ORIGINAL SHEET SIZE: A3
LENGTHS ARE IN METRES
SCALE 1:800
SURVEYORS REF 2020I

Digitally signed by: Paul Anthony Dwyer, Licensed Surveyor, Surveyor's Plan Version (4), 17/10/2024, SPEAR Ref: S212575P

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# Department of Transport and Planning

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| | | | |
|---|---|---|---|
| Status | Registered | Dealing Number | BA207649J |
| Date and Time Lodged | 13/03/2026 02:13:31 PM | | |

**Lodger Details**

| | |
|---|---|
| Lodger Code | 15940N |
| Name | COMMONWEALTH BANK OF AUSTRALIA |
| Address | |
| Lodger Box | |
| Phone | |
| Email | |
| Reference | |

## TRANSFER

**Jurisdiction** VICTORIA

**Privacy Collection Statement**
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**Land Title Reference**
12652/668

**Transferor(s)**

| | |
|---|---|
| Name | 54 THORPE'S RD PTY LTD |
| ACN | 648408459 |

**Estate and/or Interest being transferred**
Fee Simple

**Consideration**
$AUD 240000.00

**Transferee(s)**

| | |
|---|---|
| **Tenancy (inc. share)** | Joint Tenants |
| Given Name(s) | GRAEME DONALD |
| Family Name | WILSON |
| Address | |
| Street Number | 18 |
| Street Name | APOLLO |
| Street Type | DRIVE |



Reference :
Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
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## Electronic Instrument Statement

| | |
|---|---|
| Locality | LAKES ENTRANCE |
| State | VIC |
| Postcode | 3909 |

| | |
|---|---|
| Given Name(s) | MA ROWENA JIMENEZ |
| Family Name | WILSON |
| Address | |
| Street Number | 18 |
| Street Name | APOLLO |
| Street Type | DRIVE |
| Locality | LAKES ENTRANCE |
| State | VIC |
| Postcode | 3909 |

**Covenants**
The registered proprietors of the burdened land covenant with the registered proprietors of the benefited land as set out in the restrictive covenant with the intent that the burden of the restrictive covenant runs with and binds the burdened land and the benefit of the restrictive covenant is annexed to and runs with the benefited land.

| | |
|---|---|
| Burdened land | the Land |
| Benefited land | MCP: AA011251 |
| Restrictive covenant | MCP: AA011251 |
| Expiry Date | 31/12/2040 |

**Duty Transaction ID**
6540167

The transferor transfers to the transferee their estate and/or interest in the land specified for the consideration, subject to any restrictive covenant set out or referred to in this transfer.

**Execution**
1. The Certifier has taken reasonable steps to verify the identity of the transferor 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 | 54 THORPE'S RD PTY LTD |
| Signer Name | IMOGEN SARAH HUBBARD |
| Signer Organisation | WARREN GRAHAM AND MURPHY PTY LTD |
| Signer Role | LAW PRACTICE |
| Execution Date | 13 MARCH 2026 |



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## Electronic Instrument Statement

**Execution**

1. The Certifier has taken reasonable steps to verify the identity of the transferee 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 | GRAEME DONALD WILSON<br>MA ROWENA JIMENEZ WILSON |
| Signer Name | HAYLEY KATHRYN COATES |
| Signer Organisation | BJT LEGAL |
| Signer Role | AUSTRALIAN LEGAL PRACTITIONER |
| Execution Date | 13 MARCH 2026 |

**File Notes:**
NIL

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

Statement End.



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Email: advice.enquiries@servictoria.com.au
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| Document Assembled | **27/08/2025 09:03** |

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(1)

X813669E
151001 07/53 173 $63

**FORM 13**

**APPLICATION BY A RESPONSIBLE AUTHORITY F
MAKING OF A RECORDING OF AN AGREEMENT**

**PLANNING AND ENVIRONMENT ACT 1987**

Lodged at the Land Titles Office by:

| | |
|---|---|
| Name: | JOHN HIBBERT |
| Phone: | (03) 5155 2377 |
| Address: | P O Box 217 Lakes Entrance |
| Ref: Customer Code | 2717P |

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

Land: Certificate of Title Volume 10181 Folio 916.

Authority: East Gippsland Shire Council
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.

Signature of the Responsible Authority.....

Name of Officer JOHN TRAA (STATUTORY PLANNING CO-ORDINATOR)

Date 18th September 2001

DX813669E-1-9

16/10/01

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A0107005

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THIS AGREEMENT is made the 22nd day of August 2001

BETWEEN:

EAST GIPPSLAND SHIRE COUNCIL of 273 Main Street, Bairnsdale ("the Responsible Authority") of the first part

and

MERRANGBAUR HEIGHTS PTY LTD (A.C.N. 006 659 570) of 377 Esplanade, Lakes Entrance ("the Owner") of the second part

WHEREAS

A. The Owner is the registered proprietor of the land described in the First Schedule hereto ("the subject land") and have made Application to the Responsible Authority under the East Gippsland Planning Scheme ("the Scheme") for a Permit to subdivide the subject land into 9 lots.

B. The Responsible Authority has granted Planning Permit No. 00/00075/DS dated the 15th day of May 2000 ("the Permit") for a nine Lot subdivision of the subject land subject (inter alia) to a condition as follows:-

"The owner of the land must enter into an Agreement with the responsible authority in accordance with Section 173 of the Planning and Environment Act 1987 which will provide and covenant that:-

(a) The stormwater discharge from the whole of the catchment draining through the subdivision will be progressively extended by a piped underground drainage system constructed at the developers expense as future stages of the land are developed for residential use.

(b) The agreement may be ended wholly or in part or as to any part of the land by the responsible authority with the approval of the

DX813669E-2-6

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Minister or by agreement between the responsible authority and all persons who are bound by any covenant in the agreement.

The agreement will bind the applicant as the owner and shall run with the land so that all successors in title are also bound by the agreement. This agreement will be prepared at the applicant's cost and to the satisfaction of the responsible authority, and shall be registered on the title in accordance with Section 181 of the Planning and Environment Act 1987."

C. The Responsible Authority and the Owner have agreed that without restricting or limiting their respective powers to enter into this Agreement and insofar as it can be so treated this Agreement shall be treated as being an Agreement under Section 173(1) of the Planning and Environment Act 1987.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement unless inconsistent with the context or subject matter "Owner" shall mean the person or persons entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of the subject land or any part thereof.

2. The Owner with the intent that its covenant hereunder shall run with the land hereby covenant and agree that:-

   (i) It will comply with the conditions of the Permit;

   (ii) The stormwater discharge from the whole of the catchment draining through the subdivision will be progressively extended by a piped underground drainage system constructed at the developer's expense as future stages of the land are developed for residential use;

   (iii) This Agreement may be ended wholly or in part or as to any part of the land by the Responsible Authority with the approval of the Minister or

DX813669E-3-3

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by agreement between the Responsible Authority and all persons who are bound by any covenant in the Agreement;

(iv) This Agreement will bind the Owner as the owner and shall run with the land so that all successors in title are bound by the Agreement. This Agreement will be prepared at the Owner's cost and to the satisfaction of the responsible authority, and shall be registered on title in accordance with Section 181 of the Planning and Environment Act 1987.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

THE COMMON SEAL of the
EAST GIPPSLAND SHIRE COUNCIL
was affixed on the 12TH day
of JULY 2001
in the presence of:

.....Chief Executive Officer

M Bennett .....Witness

THE COMMON SEAL of MERRANGBAUR HEIGHTS PTY LTD (A.C.N. 006 659 570) was hereunto affixed in accordance with its Articles of Association in the presence of:

MERRANGBAUR HEIGHTS PROPRIETARY LIMITED A.C.N. 006 659 570 THE COMMON SEAL OF

| | |
|---|---|
| ..... | ..... |
| *(Signed)* | *(Signed)* |
| JOHN HIBBERT | WILLIAM LLOYD DANIEL |
| *(Print full name)* | *(Print full name)* |
| 35 STIRLING DRIVE, LAKES ENTRANCE | 116 CARPENTER ST, LAKES ENTRANCE |
| *(Usual Address)* | *(Usual address)* |
| SECRETARY | DIRECTOR |
| *(Office held)* | *(Office held)* |

DX813669E-4-1

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# SCHEDULE

Certificate of Title Volume 10181 Folio 916

## CONSENT

National Australia Bank Limited A.C.N. 004 044 937 as Mortgagee pursuant to Mortgage No. N245248C hereby Consents to the within Application.

Dated this 13th day of September, 2001

Executed on behalf of National Australia Bank Limited }
by its Attorney Anthony Norman Dean }
under Power of Attorney dated 28/2/91 (a certified }
copy of which is filed in Permanent Order Book 277 } .....
at Page 3) who states that he/she holds the office in } Manager
the Bank indicated under his/her signature in the } National Australia Bank Limited
presence of: }

DX813669E-5-8

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EAST GIPPSLAND SHIRE COUNCIL

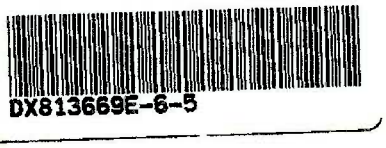
and

MERRANGBAUR HEIGHTS PTY LTD

---

# SECTION 173 AGREEMENT

---




JOHN HIBBERT
Solicitor
Shop 2, 271-279 Esplanade
Lakes Entrance 3909

Tel: 5155 2377
Ref: JH/LL
*Subdivision.S173merrang*

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

Section 181 Planning and Environment Act 1987
Form 18

Lodged by: East Gippsland Shire Council

Phone: (03) 5153 9500

Address: 273 Main Street BAIRNSDALE VIC 3875

Ref: Development Plan

Customer Code: 9861T

The Responsible Authority having made an agreement referred to in Section 181(1) of the *Planning and Environment Act 1978* requires a recording to be made in the Register.

---

**Land:** 54 Thorpes Lane Lakes Entrance
Volume: 11421 Folio: 197

---

**Responsible Authority:**
East Gippsland Shire Council
273 Main Street Bairnsdale VIC 3875

---

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

---

A copy of the Agreement is attached to this Application.

---

Signature for the Authority:

Name of Officer: AARON HOLLOW

Date: 11/12/2017

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Planology
Town Planning Law

# Agreement under section 173 of the Planning and Environment Act 1987

54 Thorpes Lane, Lakes Entrance



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## Information table

**Date of Agreement:** 5/12/2017

**Parties:**

| | |
|---|---|
| Name | East Gippsland Shire Council |
| Short form name | **Council** |
| Notice details | 273 Main Street, Bairnsdale, Vic, 3875 |

| | |
|---|---|
| Name | Merrangbaur Heights Pty Ltd |
| Short form name | **Owner** |
| Notice details | Eager and Partners, Shop 1, 271 Esplanade, Lakes Entrance, VIC, 3909 |

**Background:**

A Council is the responsible authority for the administration and enforcement of the Planning Scheme under the Act.

B The Land is subject to the Planning Scheme.

C The Owner is the registered proprietor of the Land.

D The Council resolution required as a condition of the approval of the Development Plan that the Owner enters into an agreement with Council to make certain development contributions.

E The Owner has agreed to make development contributions towards the provision of infrastructure within the vicinity of the Land.

F The Mortgagee has consented to the Owner entering into this Agreement.

G 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.



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# Agreed terms

## 1. Defined terms and interpretation

### 1.1 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.

**Cardno Report** means the report prepared by Cardno titled 'Access Assessment – Development East of Palmers Road – Lakes Entrance Norther Growth Area' dated 15 July 2016.

**Council Resolution** means the Council resolution on 7 February 2017 where Council resolved to approve a development plan for the Land subject to various conditions.

**Current Address** means:

(a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and

(b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Land.

**Demand Unit** means in the first instance each Lot intended to be used for a dwelling except that where a lot is, by its shape and area, intended to be used and developed for more than one dwelling, then it means each dwelling.

**Development Contribution** means the financial contribution payable by the Owner to Council as a contribution towards the cost of the Infrastructure Works, in an amount of $2,588.00 per Lot increased annually on a compound basis by the Adjustment Index from the date of this Agreement.

**Development Plan** means the development plan applying to the Land to be approved under clause 43.04-1 of the Planning Scheme.

**Adjustment Index** means:

(a) the Building Price Index, Melbourne as published in the latest edition of Rawlinsons Australian Construction Handbook or if this index is not available by reference to the Australian Bureau of Statistics (ABS) Producer Price Index, Output of General Construction Industry – Victoria publication series 6427.0 Tables 15 and 16 or if this index is not available to the nearest like index published by the ABS for Melbourne or Victoria; or

(b) the CPI (all groups) Melbourne,

whichever is the greater.



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**Infrastructure Works** means the four projects identified in Table 7-1 of the Cardno Report.

**Land** means the land situated at 54 Thorpes Lane, Lakes Entrance being the land described as Lot 2 on PS712500K and contained in certificate of title volume 11421 folio 197, and any reference to the Land in this Agreement includes a reference to any lot created by the subdivision of the Land or any part of it.

**Lot** means a lot created as part of the staged subdivision of the Land generally in accordance with the Development 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** 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 Land or any part of it and includes a Mortgagee-in-possession.

**Party** or **Parties** means the Owner and the Responsible Authority.

**Planning Scheme** means the East Gippsland Planning Scheme.

**Stage** means a stage of the subdivision of the Land, as shown in the Staging Plan.

**Stage 3** means the subdivision of the Stage 3 Land.

**Stage 4** means the subdivision of the Stage 4 Land.

**Stage 3 Land** means that part of the Land shown on the Staging Plan as stage 3 and any reference to the Stage 3 Land in this Agreement includes a reference to any lot created by the subdivision of the Stage 3 Land or any part of it.

**Stage 4 Land** means that part of the Land shown on the Staging Plan as stage 4 and any reference to the Stage 4 Land in this Agreement includes a reference to any lot created by the subdivision of the Stage 4 Land or any part of it.

**Staging Plan** means the staging shown on the plan titled 'Proposed Subdivision Plan' prepared by Watsons, Reference No. 35658A, Revision K.

**Traffic Assessment Impact Report** means a report commissioned by an independent traffic engineer to be selected by the Owner and approved in writing by Council. The Traffic Assessment Impact Report must:



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(a) review the traffic management conditions at the intersection of Thorpes Lane and Stirling Drive, Lakes Entrance; and

(b) recommend any works reasonably required to ensure that the intersection continues to operate with a high level of functionality.

**Tribunal** means the Victorian Civil and Administrative Tribunal, and any Tribunal or other person or body which supersedes it.

### 1.2 Interpretation

In this Agreement unless the context admits otherwise:

(a) The singular includes the plural and vice versa.

(b) A reference to a gender includes a reference to each other gender.

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

(d) If a Party consists of more than one person this Agreement binds them jointly and each of them severally.

(e) A word or expression used in this Agreement has its ordinary meaning unless that word or expression is defined in this Agreement. If a word or expression is not defined in this Agreement and it is defined in the Act or the Planning Scheme it has the meaning as defined in the Act or the Planning Scheme.

(f) 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.

(g) A reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Agreement, and a reference to this Agreement includes any schedule or annexure.

(h) A reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time.

(i) 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

(j) 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 same meaning as defined in the Act.

(k) The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.

(l) The headings in this Agreement may be used to interpret this Agreement.



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(ii) prior to the occupation of any building constructed on the Stage 3 Land, the Owner will pay to Council a Development Contribution for each dwelling and/or each occupancy constructed on the Stage 3 Land,

whichever occurs first.

(b) If clause 4.3(a)(i) applies, the Owner acknowledges and agrees that until a Development Contribution is paid in respect of each Demand Unit in Stage 3 in accordance with this clause, the Owner will not ask Council for a statement of compliance, and Council will not issue a statement of compliance, for Stage 3.

**4.4 Further Traffic Impact Assessment**

(a) The Owner covenants and agrees:

(i) to commission a Traffic Assessment Impact Report to the satisfaction of Council, at the Owner's expense, prior to a statement of compliance for the subdivision of Stage 3 or Stage 4, or the occupation of a building on the Stage 3 Land (whichever occurs first); and

(ii) to complete all remedial, upgrading or other works recommended in the Traffic Assessment Impact Report to the satisfaction of Council and within the timeframes recommended in the Traffic Assessment Impact Report or such earlier time as directed in writing by Council.

**4.5 Connector Roads**

(a) The Owner covenants and agrees that all roads within the Land which will provide a connection to the land to the west must have a minimum pavement width of 9.5 metres.

## 5. Further Obligations of the Owner

**5.1 Successors in title**

Until such time as a memorandum of this Agreement is recorded on the certificate of title of the Land, the Owner must not sell, agree to sell, transfer, dispose of, assign, mortgage or otherwise deal with its interests in the whole or any part of 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 successor binding the Owner's successor to the terms of this Agreement.

**5.2 Obligation to run with the Land**

(a) 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.



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## 2. Section 173 Agreement

### 2.1 Purpose

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

(a) give effect Council Resolution; and

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

### 2.2 Burden of covenants

The parties to this Agreement intend that the burden of the Owner's covenants run with the Land.

### 2.3 Reasons for agreement

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

(a) Council would not have approved the Development Plan to facilitate a residential subdivision of the Land without the Owner making the development contributions required under this Agreement; and

(b) the Owner has elected to enter into this Agreement in order to take the benefit of the Development Plan.

## 3. Commencement

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

## 4. Owner's Specific Obligations

### 4.1 Staging

(a) The Owner covenants and agrees that the Land will be subdivided and developed in accordance with the Staging Plan.

### 4.2 Development Contributions – except for the Stage 3 Land

(a) The Owner covenants and agrees that, except for the Stage 3 Land, prior to the issue of a statement of compliance for a Stage, the Owner will pay to Council a Development Contribution for each Demand Unit contained in that Stage.

(b) The Owner acknowledges and agrees that, except for the Stage 3 Land, until a Development Contribution is paid in respect of each Demand Unit in the relevant Stage and in accordance with this clause, the Owner will not ask Council for a statement of compliance, and Council will not issue a statement of compliance, for that Stage.

### 4.3 Development Contributions – Stage 3 Land

(a) The Owner covenants and agrees that:

(i) prior to the issue of a statement of compliance for the subdivision of the Stage 3 Land, the Owner will pay to Council a Development Contribution for each Demand Unit created by Stage 3; or



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(b) Each of these obligations binds the Owner, their successors, assigns and transferees and each registered proprietor for the time being of the whole or of any part of the Land.

**5.3 Agreement required**

The Parties agree that this Agreement will continue to be required until the Owner has complied with all of the Owner's obligations.

**5.4 Registration**

The Owner must do all things that are reasonably necessary to facilitate Council registering this Agreement under section 181 of the Act.

**5.5 Owner's Warranties**

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 Land which may be affected by this agreement

**5.6 Owner to pay costs of Responsible Authority**

The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) of and incidental to the preparation, negotiation, drafting, finalisation, engrossment, execution and registration of this Agreement.

## 6. General

**6.1 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.

**6.2 No fettering of Responsible Authority's powers**

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Land or relating to use or development of the Land, including approving the Development Plan.

**6.3 Counterparts**

This Agreement may be executed in any number of counterparts each of which when executed is taken to be an original and such counterparts together constitute one Agreement.

**6.4 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.

**6.5 Severability**

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

**6.6 Waiver**

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner



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does not amount to a waiver of any of Council's rights or remedies under this Agreement.

**6.7 Governing law**

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

**6.8 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:

(a) personally on the other Party;

(b) by leaving it at the other Party's Current Address; or

(c) by posting it by priority prepaid post addressed to the other Party at the other Party's Current Address.

## 7. GST

7.1 In this clause words that are defined in A New Tax System (Goods and Services Tax) Act 1999 have the same meaning as their definition in that Act.

7.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.

7.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 7.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

7.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 7.3.



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

**The Common Seal** of the **East Gippsland Shire Council** was hereunto affixed on the 5th day of December, 2017 in the presence of:

Director

Print Name:

WILLIAM LLOYD DANIEL

~~Secretary~~ DIRECTOR

Print Name:

PETER MELVILLE ENGEL

**Executed** by **Merrangbaur Heights Pty Ltd ACN 006 659 570** in accordance with s127(1) of the *Corporations Act 2001*:

Director

Print Name:

~~Secretary~~ DIRECTOR

Print Name:

PETER MELVILLE ENGEL



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Planology
Town Planning Law

# Agreement under section 173 of the Planning and Environment Act 1987

54 Thorpes Lane, Lakes Entrance



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## Information table

**Date of Agreement:** 5/12/2017

**Parties:**

| | |
|---|---|
| Name | East Gippsland Shire Council |
| Short form name | **Council** |
| Notice details | 273 Main Street, Bairnsdale, Vic, 3875 |

| | |
|---|---|
| Name | Merrangbaur Heights Pty Ltd |
| Short form name | **Owner** |
| Notice details | Eager and Partners, Shop 1, 271 Esplanade, Lakes Entrance, VIC, 3909 |

**Background:**

A Council is the responsible authority for the administration and enforcement of the Planning Scheme under the Act.

B The Land is subject to the Planning Scheme.

C The Owner is the registered proprietor of the Land.

D The Council resolution required as a condition of the approval of the Development Plan that the Owner enters into an agreement with Council to make certain development contributions.

E The Owner has agreed to make development contributions towards the provision of infrastructure within the vicinity of the Land.

F The Mortgagee has consented to the Owner entering into this Agreement.

G 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.



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**Infrastructure Works** means the four projects identified in Table 7-1 of the Cardno Report.

**Land** means the land situated at 54 Thorpes Lane, Lakes Entrance being the land described as Lot 2 on PS712500K and contained in certificate of title volume 11421 folio 197, and any reference to the Land in this Agreement includes a reference to any lot created by the subdivision of the Land or any part of it.

**Lot** means a lot created as part of the staged subdivision of the Land generally in accordance with the Development 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** 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 Land or any part of it and includes a Mortgagee-in-possession.

**Party** or **Parties** means the Owner and the Responsible Authority.

**Planning Scheme** means the East Gippsland Planning Scheme.

**Stage** means a stage of the subdivision of the Land, as shown in the Staging Plan.

**Stage 3** means the subdivision of the Stage 3 Land.

**Stage 4** means the subdivision of the Stage 4 Land.

**Stage 3 Land** means that part of the Land shown on the Staging Plan as stage 3 and any reference to the Stage 3 Land in this Agreement includes a reference to any lot created by the subdivision of the Stage 3 Land or any part of it.

**Stage 4 Land** means that part of the Land shown on the Staging Plan as stage 4 and any reference to the Stage 4 Land in this Agreement includes a reference to any lot created by the subdivision of the Stage 4 Land or any part of it.

**Staging Plan** means the staging shown on the plan titled 'Proposed Subdivision Plan' prepared by Watsons, Reference No. 35658A, Revision K.

**Traffic Assessment Impact Report** means a report commissioned by an independent traffic engineer to be selected by the Owner and approved in writing by Council. The Traffic Assessment Impact Report must:



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(a) review the traffic management conditions at the intersection of Thorpes Lane and Stirling Drive, Lakes Entrance; and

(b) recommend any works reasonably required to ensure that the intersection continues to operate with a high level of functionality.

**Tribunal** means the Victorian Civil and Administrative Tribunal, and any Tribunal or other person or body which supersedes it.

### 1.2 Interpretation

In this Agreement unless the context admits otherwise:

(a) The singular includes the plural and vice versa.

(b) A reference to a gender includes a reference to each other gender.

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

(d) If a Party consists of more than one person this Agreement binds them jointly and each of them severally.

(e) A word or expression used in this Agreement has its ordinary meaning unless that word or expression is defined in this Agreement. If a word or expression is not defined in this Agreement and it is defined in the Act or the Planning Scheme it has the meaning as defined in the Act or the Planning Scheme.

(f) 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.

(g) A reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Agreement, and a reference to this Agreement includes any schedule or annexure.

(h) A reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time.

(i) 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

(j) 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 same meaning as defined in the Act.

(k) The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.

(l) The headings in this Agreement may be used to interpret this Agreement.



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## 2. Section 173 Agreement

### 2.1 Purpose

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

(a) give effect Council Resolution; and

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

### 2.2 Burden of covenants

The parties to this Agreement intend that the burden of the Owner's covenants run with the Land.

### 2.3 Reasons for agreement

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

(a) Council would not have approved the Development Plan to facilitate a residential subdivision of the Land without the Owner making the development contributions required under this Agreement; and

(b) the Owner has elected to enter into this Agreement in order to take the benefit of the Development Plan.

## 3. Commencement

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

## 4. Owner's Specific Obligations

### 4.1 Staging

(a) The Owner covenants and agrees that the Land will be subdivided and developed in accordance with the Staging Plan.

### 4.2 Development Contributions – except for the Stage 3 Land

(a) The Owner covenants and agrees that, except for the Stage 3 Land, prior to the issue of a statement of compliance for a Stage, the Owner will pay to Council a Development Contribution for each Demand Unit contained in that Stage.

(b) The Owner acknowledges and agrees that, except for the Stage 3 Land, until a Development Contribution is paid in respect of each Demand Unit in the relevant Stage and in accordance with this clause, the Owner will not ask Council for a statement of compliance, and Council will not issue a statement of compliance, for that Stage.

### 4.3 Development Contributions – Stage 3 Land

(a) The Owner covenants and agrees that:

(i) prior to the issue of a statement of compliance for the subdivision of the Stage 3 Land, the Owner will pay to Council a Development Contribution for each Demand Unit created by Stage 3; or



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(ii) prior to the occupation of any building constructed on the Stage 3 Land, the Owner will pay to Council a Development Contribution for each dwelling and/or each occupancy constructed on the Stage 3 Land,

whichever occurs first.

(b) If clause 4.3(a)(i) applies, the Owner acknowledges and agrees that until a Development Contribution is paid in respect of each Demand Unit in Stage 3 in accordance with this clause, the Owner will not ask Council for a statement of compliance, and Council will not issue a statement of compliance, for Stage 3.

**4.4 Further Traffic Impact Assessment**

(a) The Owner covenants and agrees:

(i) to commission a Traffic Assessment Impact Report to the satisfaction of Council, at the Owner's expense, prior to a statement of compliance for the subdivision of Stage 3 or Stage 4, or the occupation of a building on the Stage 3 Land (whichever occurs first); and

(ii) to complete all remedial, upgrading or other works recommended in the Traffic Assessment Impact Report to the satisfaction of Council and within the timeframes recommended in the Traffic Assessment Impact Report or such earlier time as directed in writing by Council.

**4.5 Connector Roads**

(a) The Owner covenants and agrees that all roads within the Land which will provide a connection to the land to the west must have a minimum pavement width of 9.5 metres.

## 5. Further Obligations of the Owner

**5.1 Successors in title**

Until such time as a memorandum of this Agreement is recorded on the certificate of title of the Land, the Owner must not sell, agree to sell, transfer, dispose of, assign, mortgage or otherwise deal with its interests in the whole or any part of 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 successor binding the Owner's successor to the terms of this Agreement.

**5.2 Obligation to run with the Land**

(a) 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.



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(b) Each of these obligations binds the Owner, their successors, assigns and transferees and each registered proprietor for the time being of the whole or of any part of the Land.

**5.3 Agreement required**

The Parties agree that this Agreement will continue to be required until the Owner has complied with all of the Owner's obligations.

**5.4 Registration**

The Owner must do all things that are reasonably necessary to facilitate Council registering this Agreement under section 181 of the Act.

**5.5 Owner's Warranties**

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 Land which may be affected by this agreement

**5.6 Owner to pay costs of Responsible Authority**

The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) of and incidental to the preparation, negotiation, drafting, finalisation, engrossment, execution and registration of this Agreement.

## 6. General

**6.1 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.

**6.2 No fettering of Responsible Authority's powers**

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Land or relating to use or development of the Land, including approving the Development Plan.

**6.3 Counterparts**

This Agreement may be executed in any number of counterparts each of which when executed is taken to be an original and such counterparts together constitute one Agreement.

**6.4 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.

**6.5 Severability**

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

**6.6 Waiver**

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner



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does not amount to a waiver of any of Council's rights or remedies under this Agreement.

**6.7 Governing law**

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

**6.8 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:

(a) personally on the other Party;

(b) by leaving it at the other Party's Current Address; or

(c) by posting it by priority prepaid post addressed to the other Party at the other Party's Current Address.

## 7. GST

7.1 In this clause words that are defined in A New Tax System (Goods and Services Tax) Act 1999 have the same meaning as their definition in that Act.

7.2 Except as otherwise provided by this clause, all consideration payable under this Agreement in relation to any supply is exclusive of GST.

7.3 If GST is payable in respect of any supply made by a supplier under this Agreement, subject to clause 7.4 the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time and in the same manner as the consideration for the supply is to be provided under this Agreement.

7.4 The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST payable under clause 7.3.



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

**The Common Seal** of the **East Gippsland Shire Council** was hereunto affixed on the 5th day of December, in the presence of:
2017

**Executed** by **Merrangbaur Heights Pty Ltd ACN 006 659 570** in accordance with s127(1) of the *Corporations Act 2001*:

Director

Print Name: WILLIAM LLOYD DANIEL

~~Secretary~~, DIRECTOR

Print Name: PETER MELVILLE ENGEL



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# Department of Environment, Land, Water & Planning

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**Lodger Details**

| | |
|---|---|
| Lodger Code | 21210T |
| Name | WARREN GRAHAM AND MURPHY PTY LTD |
| Address | |
| Lodger Box | |
| Phone | |
| Email | |
| Reference | RMH 1084021 54 THORP |

## 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**
11421/197

**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**

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# Department of Environment, Land, Water & Planning

## 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 | ROHAN MICHAEL HUBBARD |
| Signer Organisation | WARREN GRAHAM AND MURPHY PTY LTD |
| Signer Role | AUSTRALIAN LEGAL PRACTITIONER |
| Execution Date | 22 JULY 2022 |

**File Notes:**
NIL

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

Statement End.

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Date 20/07/2022

# Agreement under section 173 of the Planning and Environment Act 1987

**Subject Land: 54 Thorpes Lane, Lakes Entrance**

**East Gippsland Shire Council**
and

**54 Thorpe's Rd Pty Ltd Pty Ltd**
ACN 648 408 459

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# Agreement under section 173 of the Planning and Environment Act 1987

## Dated 20 / 07 / 2022

## Parties

| | |
|---|---|
| Name | **East Gippsland Shire Council** |
| Address | 273 Main Street, Bairnsdale, Victoria |
| Short name | **Council** |

| | |
|---|---|
| Name | **54 Thorpe's Rd Pty Ltd** ACN 648 408 459 |
| Address | 25 Gordon Street, Bairnsdale, Victoria |
| Short name | **Owner** |

## Background

A. Council is the responsible authority for the Planning Scheme.

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

C. Council has granted the Planning Permit authorising the subdivision of the Subject Land, removal of an easement and removal of native of vegetation. This Agreement is to give effect to conditions 6, 7, 8, 9, 10, 11, 12 and 37 of the Planning Permit.

D. Condition 7 of the Planning Permit was imposed under the requirements of clause 44.06-2 of the Planning Scheme.

E. 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.

**The Parties agree**

### 1. Definitions

In this Agreement unless the context admits otherwise:

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

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



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**BMO Lots** means Lots 4 to 10 (inclusive) and Lots 12 to 20 (inclusive), which are currently subject to the Bushfire Management Overlay under the Planning Scheme as shown on the plan attached hereto as Annexure B.

**Building** has the same meaning as in the Act.

**Bushfire Management Plan** means the Bushfire Management Plan prepared by Euca Planning, version 1.0 dated 17 September 2018 approved under condition 37 of the Planning Permit and attached hereto as Annexure A.

**CFA** means the Country Fire Authority.

**Consent Fee** means a fee payable by the Owner to Council for deciding whether to give consent for anything this Agreement provides must not be done without Council's consent, and which is payable at the rate of:

(a) $102 if paid within 12 months from the date that this Agreement commences; or

(b) $102 plus Indexation if paid at any time after 12 months from the date that this Agreement commences.

**CPI** means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

**Current Address** means:

(a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and

(b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

**Current Email** means:

(a) for Council, feedback@egipps.vic.gov.au, or any other email address listed on Council's website; and

(b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

**Defendable Space** has the same meaning as in the Planning Scheme.

**Defendable Space Lots** means Lots 1 to 5 (inclusive), Lot 38, Lot 39, Lots 91 to 105 (inclusive), a 40 metre width on the western portion of Lot A and the Reserve shown as part of Stage 7.

**Dwelling** has the same meaning as in the Planning Scheme.

**Drainage Management Plan** means the drainage management plan approved by Council under condition 14 of the Planning Permit from time to time. A copy of the Drainage Management Plan is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.



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**EAO Lots** means Lots 1 to 37 (inclusive), Lot 56 and Lot A, which are currently subject to the Environmental Audit Overlay under the Planning Scheme as shown on the plan attached hereto as Annexure C.

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

**Environmental Audit** means the statement of environmental audit dated 28 May 2010, as amended from time to time, prepared by Lane Piper in accordance with section 53X of the *Environment Protection Act 1970.*

**Indexation** means an annual adjustment to the Consent Fee carried out in accordance with CPI.

**Landscaping Plan** means the public open space reserve landscaping plan approved by Council under condition 22 of the Planning Permit from time to time. A copy of the Landscaping Plan is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

**Lot** means a lot on the Endorsed Plans.

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

**Owner's obligations** includes the Owner's specific obligations and the Owner's further obligations.

**Party or Parties** means the Parties to this Agreement 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. 177/2011/P, as amended from time to time, issued on 11 March 2020, authorising the subdivision of the Subject Land, removal of an easement and removal of native vegetation in accordance with plans endorsed by Council.

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

**Reserve Lots** means the Lots sharing a common boundary with a Reserve, being Lot 2, Lots 57 to 80 (inclusive), Lot 90 and Lot 91.

**Reserve** means a reserve on the Endorsed Plans.

**Rainwater Tank** means a rainwater tank having a minimum storage capacity of 2,000 litres.

**Stage** means a stage identified in the staging plan forming part of the Endorsed Plans.

**Subject Land** means the land situated at 54 Thorpes Lane, Lakes Entrance being the land referred to as certificate of title volume 11421 folio 197 and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

**Works** has the same meaning as in the Act.



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## 2. Interpretation

In this Agreement unless the context admits otherwise:

2.1 the singular includes the plural and vice versa;

2.2 a reference to a gender includes all genders;

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

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

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

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

2.7 the Background forms part of this Agreement;

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

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

## 3. Purposes of Agreement

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

3.1 give effect to the terms of the Planning Permit;

3.2 exempt future development on the BMO Lots from the need for a planning permit under clause 44.06-2 of the Planning Scheme;

3.3 ensure that fire safety measures specified by the CFA are implemented on the Subject Land;

3.4 give effect to the Planning Permit and the conditions that require bushfire mitigation measures to be implemented on the Subject Land; and

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

## 4. Reasons for Agreement

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

4.1 this Agreement is a requirement of clause 44.06-5 of the Planning Scheme;



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4.2 the CFA did not object to Council granting the Planning Permit subject to conditions being included requiring this Agreement;

4.3 Council would not have issued the Planning Permit without the conditions requiring this Agreement; and

4.4 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

## 5. Agreement required

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

## 6. Owner's specific obligations

The Owner covenants and agrees that:

### 6.1 EAO Lots

6.1.1 the Owner must implement and demonstrate compliance with the conditions of the Environmental Audit in relation to the EAO Lots:

(a) at all times;

(b) at the full cost of the Owner; and

(c) to the satisfaction of Council.

### 6.2 BMO Lots

6.2.1 this Agreement has been entered into in order to exempt future Buildings and Works undertaken for the purpose of a Dwelling on the BMO Lots from the need to obtain a planning permit under clause 44.06-2 of the Planning Scheme subject to such Buildings and Works complying with clause 6.2.2; and

6.2.2 if a Dwelling is constructed on a BMO Lot, the Owner must implement and comply with all provisions, requirements and recommendations of the Bushfire Management Plan:

(a) at all times;

(b) at the full cost of the Owner; and

(c) to the satisfaction of Council.

### 6.3 Reserve Lots

6.3.1 the Owner must ensure fencing between the Reserve Lots and a Reserve is:

(a) consistent with the fencing detail shown on the Landscaping Plan to the satisfaction of Council; and

(b) constructed and maintained at all times at the full cost of the Owner to the satisfaction of Council.



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**6.4 Defendable Space Lots**

6.4.1 the Defendable Space Lots must:

(a) be maintained as Defendable Space for the subdivision until such time as Defendable Space or development is established on adjacent land to allow for development of Dwellings on the Defendable Space Lots at a Bushfire Attack Level 12.5 to the satisfaction of Council; and

(b) form the final stage of the subdivision approved by the Planning Permit unless otherwise approved in writing by Council.

**6.5 Restriction on title**

the Owner must ensure that a restriction is recorded on the certificates of title for Lots 55 to 80 (inclusive) to create and maintain Defendable Space to achieve a Bushfire Attack Level 12.5, to the satisfaction of Council.

**6.6 Drainage Management Plan**

6.6.1 within 3 months of permanent drainage basins commencing operation in accordance with the Drainage Management Plan, the Owner must remove the temporary drainage basins and reinstate the Subject Land:

(a) at the full cost of the Owner; and

(b) to the satisfaction of Council.

**6.7 Rainwater Tank**

6.7.1 a Dwelling constructed on a Lot must include a Rainwater Tank at the full cost of the Owner to the satisfaction of Council; and

6.7.2 the Rainwater Tank must:

(a) collect the rainwater runoff from the roof of the Dwelling;

(b) be used as the primary water source for flushing of toilets and laundry services; and

(c) include an external tap for garden irrigation;

to the satisfaction of Council.

---

## 7. Owner's further obligations

**7.1 Notice and registration**

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

**7.2 Further actions**

The Owner:

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



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

7.2.3 agrees to do all things necessary to enable Council to do so, including:

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

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

**7.3 Fees**

The Owner must pay any Consent Fee to Council within 14 days after a written request for payment.

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

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

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

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

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

**7.5 Time for giving consent**

If Council makes a request for payment of any Consent Fee under clause 7.3, the Parties agree that Council will not decide whether to grant the consent sought until payment has been made to Council in accordance with the request.

**7.6 Interest for overdue money**

7.6.1 The Owner must pay to Council interest in accordance with section 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.

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

---

## 8. 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.

---

## 9. Owner's warranties

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.



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## 10. Successors in title

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

10.1 give effect to this Agreement; and

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

## 11. General matters

### 11.1 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:

11.1.1 personally on the other Party;

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

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

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

### 11.2 No waiver

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

### 11.3 Severability

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

### 11.4 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

### 11.5 Inspection of documents

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

### 11.6 Governing law

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



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## 12. 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.

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# Signing Page

**Signed, sealed and delivered** as a deed by the Parties.

**The Common Seal** of the **East Gippsland Shire Council** was hereunto affixed on the 20. day of July 2022 in the presence of:

..... Chief Executive

..... Witness

**Executed** by **54 Thorpe's Rd Pty Ltd** ACN 648 408 459 in accordance with s127(1) of the Corporations Act 2001:

.....

Director/Secretary
Print Name:
Adrian Frith

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## Annexure A – Bushfire Management Plan

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**GENERAL NOTES:**

- THE OWNER, BUILDER AND/OR SUB-CONTRACTORS SHALL VERIFY ALL DIMENSIONS, LEVELS, SETBACKS AND ANY SPECIFICATIONS PRIOR TO COMMENCING ANY WORKS OR ORDERING MATERIALS AND SHALL BE RESPONSIBLE FOR ENSURING THAT ALL BUILDING WORKS CONFORM TO THE BUILDING CODE OF AUSTRALIA, AUSTRALIAN STANDARDS CODES (CURRENT EDITIONS), BUILDING REGULATIONS, LOCAL BY-LAWS AND RESCODE REQUIREMENTS. REPORT ALL DISCREPANCIES TO THIS OFFICE FOR CLARIFICATION.
- THESE PLANS SHALL BE READ IN CONJUNCTION WITH ANY STRUCTURAL OR CIVIL ENGINEERING COMPUTATIONS AND DRAWINGS. THESE PLANS SHALL BE READ IN CONJUNCTION WITH THE SOIL REPORT. FOOTINGS ARE TO BE FOUNDED AT THE MINIMUM DEPTHS INDICATED IN THE SOIL REPORT. WHERE THE BUILDING (OTHER THAN A CLASS 10a) IS LOCATED IN A DESIGNATED TERMITE INFESTATION AREA THE BUILDING SHALL BE PROTECTED IN ACCORDANCE WITH THE RELEVANT AUSTRALIAN STANDARDS.
- LEVELS RELATING TO GROUND LEVELS ARE APPROXIMATE ONLY & ARE TO BE CHECKED & VERIFIED ON SITE BY THE BUILDER PRIOR TO COMMENCEMENT OF ANY BUILDING WORKS. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.
- SEWER OR SEPTIC SYSTEMS SHALL BE IN ACCORDANCE WITH THE RELEVANT AUTHORITY REQUIREMENTS.
- FOOTINGS ARE NOT TO ENCROACH OVER ANY TITLE BOUNDARIES AND/OR EASEMENT LINES.
- FOR BUILDINGS IN CLOSE PROXIMITY TO THE SEA ENSURE THAT ALL STEELWORK, BRICK CAVITY TIES, STEEL LINTELS ETC. THAT ARE EMBEDDED OR FIXED TO MASONRY BE PROTECTED IN ACCORDANCE WITH AS 3700-2018 (TABLE 2.2) HOT DIP GALVANIZED, STAINLESS STEEL OR CADMIUM COATED.
- BUILDING SETBACKS ARE FROM TITLE LINE (NOT FENCE LINE) REFER TITLE RE-ESTABLISHMENT PLAN FOR CORRECT OFF-SETS IN RELATION TO FENCE LINES.

- ALL WET AREAS ARE TO BE CONSTRUCTED AS REQUIRED AND WATERPROOFING PROVIDED AS SET OUT IN NCC 2025. WALL FINISHES SHALL BE IMPERVIOUS TO A HEIGHT OF 1800 mm ABOVE FLOOR LEVEL TO ANY SHOWER ENCLOSURES AND 150 mm ABOVE BATHS, BASINS, SINKS AND TROUGHS IF WITHIN 75 mm OF THE WALL.
- RISERS -190 mm MAXIMUM, 115 mm MINIMUM. GOING -355 mm MAXIMUM, 240 mm MINIMUM. RISERS AND TREADS ARE TO BE CONSTANT IN SIZE THROUGHOUT FLIGHT. PROVIDE NON-SLIP FINISH OR SUITABLE NON-SKID STRIP NEAR EDGE OF NOSING. ENSURE A MAXIMUM GAP BETWEEN RISERS IS NOT TO EXCEED 125 mm OR USE CLOSED RISERS. PROVIDE CONTINUOUS HAND RAILING 1000 mm MINIMUM HEIGHT. TO BALCONIES AND DECKS WHICH ARE 1000 mm OR GREATER ABOVE GROUND LEVEL.
HANDRAILS ARE TO BE A MINIMUM OF 865 mm ABOVE STAIR NOSING AND LANDINGS. MAXIMUM GAP BETWEEN BALUSTERS SHALL BE 125 mm
- -ALL FRAMELESS GLASS BALUSTRADES TO COMPLY AND BE INSTALLED IN ACCORDANCE WITH AS 1288-2021
- -STAIRS/STEPS - RISER 190MM MAX. TREADS 240MM MIN. LANDINGS SHALL BE PROVIDED TO DOORS WHERE STEP EXCEEDS 190MM OVER N.G.L. IF DOOR SWINGS OVER THE SAID STEP.
- -ALL HEATING APPLIANCE, ALL ASSOCIATED STRUCTURES AND ACCESSORIES HAVE BEEN TESTED AND PASSED THE TESTS REQUIRED BY, AND ARE TO BE INSTALLED IN ACCORDANCE WITH NCC 2025 AND AS/NZS 2918-2018

- ALL SMOKE ALARMS TO BE INTERCONNECTED, WITH BATTERY BACKUP AND INSTALLED IN ACCORDANCE WITH H3D6 SMOKE ALARMS AND EVACUATION LIGHTING
-PART 9.5.1 OF NCC 2025
-PART 9.5.2 OF NCC 2025
-PART 9.5.4 OF NCC 2025
- CONDENSATION MANAGEMENT AS PER CLAUSE 10.8.2 OF NCC 2025·
EXHAUST FROM A BATHROOM, SANITARY COMPARTMENT, OR LAUNDRY - MUST BE DISCHARGED DIRECTLY VIA A SHAFT OR DUCT TO OUTDOOR AIR; OR TO A ROOF SPACE THAT IS VENTILATED IN ACCORDANCE WITH 10.8.3 FLOW RATE OF EXHAUSTS IN ACCORDANCE WITH NCC 2025-10.8.2:
-25 l/s FOR A BATHROOM OR SANITARY COMPARTMENT
- 40 l/s FOR A LAUNDRY

- AS PER CLAUSE 10.8.1 OF NCC 2025 A APLIABLE BUILDING MEMBRANE IN EXTERNAL WALLS TO BE VAPOUR PERMEABLE, COMPLY WITH AS/NZS 4200.1 AND TO BE INSTALLED IN ACCORDANCE WITH AS 4200.2. AND MUST BE A VAPOUR PERMEABLE MEMBRANE FOR CLIMATE ZONES 6/7/8

-CONTRACTOR IS RESPONSIBLE FOR SETTING OUT AND CHECKING ALL LEVELS AND MEASUREMENTS ON SITE PRIOR TO COMMENCEMENT OF ANY WORK.
-ALL WORK IS SUBJECT TO INSPECTION AND APPROVAL OF RELEVANT BUILDING SURVEYOR.
-ALL WORK SHOWN TO BE CARRIED OUT IN GOOD WORKMAN LIKE MANNER IN ACCORDANCE WITH "NATIONAL CONSTRUCTION CODE -2025".
-NO RESPONSIBILITY IS TAKEN FOR WORK DONE AFTER ACCEPTANCE OF PLANS BY CLIENT.
-WORK SHOWN TO BE IN ACCORDANCE WITH SPECIFICATIONS/COMPUTATIONS SUPPLIED.

**SPECIFICATION NOTES:**
SITE & SOIL: REQUIRED FILL & COMPACTION TO BE IN ACCORDANCE WITH A.S.2870-2011. ALLOWABLE BEARING PRESSURE OF SOIL:
- UNDER STRIP OR PAD FOOTINGS - 100kPa
- UNDER SLAB OR BEAMS - 50kPa

SITE CUT AND FILL TO BE MINIMUM 1.2m FROM DWELLING BOUNDARY AND BATTERED AT NO MORE THAN 45°.SITE CUTS/FILLING WORKS NOT SUPPORTED BY RETAINING WALLS SHALL BE FINISHED WITH A BATTER OF 45 DEGREES AND AN AGRICULTURAL DRAIN AT THE BASE OR SPOON DRIAN AT THE END OF ANY FUTURE PAVING EXTERNAL. WALL FOOTINGS SHALL NOT BE FOUNDED AT GREATER DEPTHS THAN THE ADJOINING BUILDING FOOTINGS. STOP WORKS AND CONTACT THE OFFICE IMMEDIATELY IF THE ABOVE CANNOT BE ACHIEVED
LEVELS: LEVELS SHOWN ARE TO AN ARBITRARY DATUM AND ARE TO BE USED AS A GUIDE ONLY. OWNER/BUILDER TO CHECK AND VERIFY ON SITE PRIOR TO ANY WORK BEING CARRIED OUT. ALL LEVELS ON DRAWINGS ARE NOMINAL AND MAY ALTER DUE TO SITE CONDITIONS UP TO 50mm EITHER WAY.

BRICKWORK: PROVIDE WALL-TIES TO BRICKWORK AT MAXIMUM OF 600mm IN EACH DIRECTION AND WITHIN 300mm OF ANY ARTICULATION JOINTS. FOR PERPERATIONS AND BEDS JOINTS SPACING (REFER TO NCC PART 5.6) WEEPHOLES TO BE IN ACCORDANCE WITH AS 3700.
WALL LINTELS & SUPPORT STUDS: FOR ALL EXTERNAL PERIMETER LOAD-BEARING LINTELS AND THEIR SUPPORTING STUDS REFER TO THE ENGINEERS DETAILS AND DRAWINGS AND TO GENERAL SPECIFICATIONS. CARPENTERS ARE TO ALLOW 45mm DOOR STUD AT WALL JUNCTIONS.

ARTICULATION/CONTROL JOINT IN BRICKS TO BE IN ACCORDANCE WITH AS 3700-2018 'MASONRY STRUCTURES'.
ENGINEERS DOCUMENTATION REGARDING CONTROL JOINTS OVER-RIDES THESE DRAWINGS. PROVIDE ARTICULATION/CONTROL TO ALL INTERNAL CORNERS
INTERNAL DOORS: ALL INTERNAL DOORS ARE TO BE 2040mm HIGH UNLESS NOTED OTHERWISE ON THE PLAN.
WC DOORS: HINGED DOORS THAT OPEN INWARDS TOWARDS THE PAN BUT THE EDGE OF THE DOOR IS A MINIMUM OF 1200mm AWAY FROM THE PAN AT ITS NEAREST POINT, MUST HAVE DEMOUNTABLE HINGES TO ALLOW EASY REMOVAL OF THE DOOR FROM THE OUTSIDE THE WC COMPARTMENT.
GUTTERS AND DOWNPIPES: BOX GUTTERS MUST BE FLASHED AT THE GUTTER ROOF JUNCTION WITH NON COMBUSTIBLE MATERIAL. NO MATERIAL REQUIREMENTS FOR STANDARD GUTTERS & DOWNPIPES.
DP DENOTES 100x50 DOWNPIPES AT 12000 MAX CTRS. PROVIDE 100 DIAM SEWERGRADE S.W DRAIN UNDER SLAB AND DRIVEWAY
STORMWATER DRAIN:CONSTRUCT & DISCHARGE 90 DIA. P.V.C STORM WATER DRAIN TO LEGAL POINT OF DISCHARGE AS DIRECTED BY THE RELEVANT AUTHORITY. MIN FALL 1:100 PROVIDE INSPECTION OPENINGS AT 9000 MAX CTRS OR AT EVERY CHANGE OF DIRECTION.
GARDEN TAPS: POSITION OF THE FRONT GARDEN TAP & WATER METER IS BY WATER AUTHORITY, THE FULL COST OF RELOCATION IS AT THE OWNER'S EXPENSE.
FLOORING & FOOTINGS: FINISHED FLOOR LEVELS ARE NOMINAL ONLY AND SHOULD BE CONFIRMED PRIOR TO START OF WORK. READ IN ACCORDANCE WITH THE SOIL REPORT REQUIREMENTS. READ IN CONJUNCTION WITH THE ENGINEERS DETAILS FOR ALL FOOTING SIZE & DETAILS. PLEASE NOTE MINIMUM FOUNDING DEPTH TO BE DETERMINED AS "NOTED" IN THE SOIL REPORT.
- ALL CONCRETE TO HAVE A STRENGTH OF 20MPa
- ALL SLAB, BEAM & FOOTING CONCRETE REINFORCEMENT TO BE IN ACCORDANCE WITH RELEVANT AUSTRALIAN STANDARDS A.S.2870.1-2011
- LAPPING & SUPPORT OF REINFORCEMENT TO BE IN ACCORDANCE WITH RELEVANT AUSTRALIAN STANDARDS A.S.2870.1-2011
- POLYTHENE MEMBRANE TO BE LAPPED A MINIUMU OF 200mm AT JOINTS & SHALL BE TAPPED AROUND PIPES WHICH PENETRATE THE SLAB
- TOP SOIL CONTAINING ORGANIC MATTER SHALL BE REMOVED FROM THE SURROUNDING AREA.

ROOFING: ROOF STRUCTURE DESIGNED IN ACCORDANCE WITH WIND LOADING AS SPECIFIED IN THE TITLE PANEL.
- CEILING BATTENS TO BE 25mm *TOP HAT" SECTION.
- ROOFING MATERIAL AS NOTED ON ELEVATIONS & PLAN
- REFER TO BUILDING CONTRACTS FOR DOWNPIPE SPECIFICATIONS.
- VALLEYS ETC. COLORBOND ROOFS TO BE FULLY SARKED IN BUSHFIRE PRONE AREAS/REGIONAL AREAS (BELOW OR ABOVE THE ROOF BATTENS) COVERING THE ENTIRE ROOF INCLUDING THE RIDGE AND BE INSTALLED SO THAT THERE ARE NO GAPS AT FASCIAS, GUTTERS, VALLEYS ETC.
- DETACHED ROOFS : ROOF STRUCTURES AS PER DETAILS .
- (VERANDAHS ETC.) NO LINING REQUIRED.
- ROOF PENETRATIONS: SKYLIGHTS TO COMPLY WITH AS3959-2018. PRODUCT DETAILS AND PROOF OF COMPLIANCE TO BE PROVIDED IF SKYLIGHT REQUIRED. EMBER GUARDS WITH 2MM MAX APERTURE SIZE AND MADE OF CORROSION RESISTANT STEEL, BRONZE OR ALUMINIUM TO BE FITTED TO ROOF VENTILATORS AND VENT PIPES EXCLUDING GAS HEATER FLUE EVAPORATIVE COOLERS TO BE FITTED WITH BUTTERFLY CLOSERS AT OR NEAR THE CEILING.

WINDOWS & DOORS: ALL GLAZING SHALL CONFORM TO AS1288-2021. WINDOW SIZES SHOWN ARE NOMINAL DEPENDING ON THE WINDOW MANUFACTURERS CLOSEST STANDARD SPECIFICATIONS.
- ALL GLAZING IS TO BE IN ACCORDANCE WITH AS1288-2021. READ IN CONJUNCTION WITH THE WINDOW SCHEDULE & ELEVATIONS.
- ALL EXTERNAL DOORS ARE TO FITTED WITH WEATHER STRIPS.
- 'F' DENOTES FIXED GLAZING, 'D' DENOTES OPENABLE SASH.

NOTE: THESE HEIGHTS MAY VARY SLIGHTLY ACCORDING TO DIFFERENCES IN BRICK SIZES.
NOTE: ALL EXTERNAL WINDOWS & GLAZED DOORS TO BE ALUMINUM FRAMED UNLESS NOTED OTHERWISE.
NOTE: IF THE SHELF SPAN IS LONGER THAN 1200MM, SUPPORT BLADES MUST BE INSTALLED.
NOTE: ADDITIONAL NOGGING TO BE INSTALL TO SUPPORT THE KITCHEN RANGE HOODS.
- BACKFILL TO EXTERNAL DOORS NOT TO BE GREATER THAN 190MM IN ACCORDANCE WITH NCC 11.2.6 THRESHOLDS'
- PROVIDE 125MM RESTRICTION TO ALL OPENING WINDOWS IN BEDROOMS WHERE THE DIFFERENCE BETWEEN THE FLOOR LEVELS OF THE BEDROOM AND THE OUTSIDE FINISHED SURFACE LEVEL IS GREATER THAN 2.0M. IN ACCORDANCE WITH BCA.

ALL WINDOW HEAD HEIGHTS INDICATED ARE NOMINAL AND MAY VARY DUE TO VARIANCES IN BRICK SIZES.
WALLING: FOR STRUCTURAL DETAILS REFER TO BHP HOUSE WALL FRAMING DESIGN MANUAL. FOR ACTUAL CONFIGURATION & RACKING CAPACTIY OF EACH TYPE OF BRACEDPANEL REFER TO THE BHP HOUSE FRAMING MANUAL. WALL FRAMES DESIGNED AND CONSTRCUTED IN ACCORDANCE WITH WIND LOADINGS SPECIFIED IN THE TITLE PANEL.
LININGS: EAVES TO BE CONSTRUCTED WITH 4.5MM FC SHEET WITH PVC JOINERS. FASCIAS TO BE CONSTRUCTED WITH NON-COMBUSTIBLE STEEL. GABLES TO COMPLY WITH THE CONSTRUCTION OF EXTERNAL WALLS ABOVE.
HEATING AND COOLING: ALL HEATING & COOLING UNITS, SIZES, TYPES & LOCATIONS ARE TO BE CONFIRMED BETWEEN THE BUILDER & THE SUPPLIER. ALL HEATING & COOLING DUCTS & VENT LOCATIONS ARE TO BE CONFIRMED BY THE BUILDER PRIOR TO COMMENCEMENT OF BUILDING TO DETERMINE IF ANY ADDITIONAL RISER DUCTS ARE REQUIRED. ALL HEATING & COOLING POINTS LOCATIONS, MAY VARY FROM PLAN TO PLAN.
GEOTECHNICAL: THESE DRAWINGS ARE TO BE READ IN CONJUNCTION WITH A GEOTECHNICAL REPORT. IT IS THE BUILDERS'S RESPONSIBILITY TO OBTAIN SUCH REPORTS PRIOR TO COMMENCEMENT OF WORKS. FULL HEIGHT CONTROL JOINTS (FOOTING TO EAVES) AT 5m MAX CTRS UNLESS OTHERWISE STATED IN THE SOIL REPORT. REFER TO SOIL REPORT.
EXCAVATION: EXCAVATE FOOTINGS AND DRAINS AS SHOWN. KEEP EXCAVATIONS DRY AND BACKFILL WITH APPROVED MATERIALS FREE OF ANY BUILDING DEBRIS.
TERMITE TREATMENT TO COMPLY WITH A.S 3660.1-2014 SPECIFICATIONS
VEHICLE ACCESS DOORS: ROLLER & PANEL DOORS TO BE OF STEEL OR ALUMINIUM CONSTRUCTION. IF OTHER MATERIALS (TIMBER ETC) REFER TO AS3959-2018 SECTIONS 3 AND 5 & STATE WHAT WE ARE USING. ALL ROLLER & PANEL DOORS TO BE SEALED AROUND EDGES WITH NO GAP AROUND DOORS TO BE > 3mm.

LINTEL: BUILDER IS TO NOTE THAT LINTELS SELECTED BY THE ENGINEER ARE DESIGNED TO CARRY ONLY STANDARD TILE ROOFING & TRUSS LOADS WHERE ARE AT 600mm MAXIMUM CTRS. IF ANY GIRDER TRUSSES ARE LOCATED DIRECTLY ON ANY LINTELS. TRUSS MANUFACTURER AND / OR BUILDER IS TO REFER TO THE ENGINEER TO CONFIRM IF LINTEL & SUPPORTING STUDS ARE ADEQUATE. ENGINEER'S DRAWINGS TAKE PRECEDENCE OVER NOMINAL SIZES INDICATED ON THESE PLANS.
PROVIDE HEAVY DUTY HOOP IRON STRAP OVER EACH BEAM, 3 CLOUTS TO EACH SIDE OF BEAM AND 4 CLOUTS TO EACH SIDE OF POST. 'OR' HEAVY DUTY HOOP IRON STRAP TAKE DOWN MIN. 12 BRICK COURSES AND TRIPLE BEND INTO MORTAR BED 'ALTERNATIVELY' BRUNSWICK SALES' MFA20 ROOF STRAP ANCHORED 12 BRICK COURSE FROM TOP COURSE. ROOF STRAP OVER TOP BEAM WITH 2-2.5mm DIAx40 LONG GALVANISED CLOUTS IN ACCORDANCE WITH MANUFACTURE'S SPECIFICATIONS.
ALL STEEL AND MORTAR TO BE IN ACCORDANCE WITH SECTION 5 OF AS 3700-2011 DUE TO DWELLING BEING WITHIN 10KM OF A SURF COAST.

**NCC 2025 DESIGN GUIDELINES:**

A STEP FREE PATH OF TRAVEL FROM THE BOUNDARY TO THE FRONT OR ENTRANCE DOOR, WHICH CAN INCORPORATE EITHER AN ACCESS PATH OR RAMPS INCLUDING STEP RAMPS. BOTH MUST SATISFY MINIMUM WIDTH GRADIENT REQUIREMENTS. EXEMPTIONS APPLY WHERE THE SLOPE OF THE SITE EXCEEDS 1 IN 14, WHERE THE INSUFFICIENT SPACE BETWEEN THE FRONT BOUNDARY AND THE BUILDING (I.E. POTENTIALLY TOWNHOUSES ETC), AND WHERE THE HOUSE WOULD REQUIRE EXCESSIVE RAMPING TO ACHIEVE COMPLIANCE.

AS AN ALTERNATE TO PROVIDING A STEP FREE ACCESS PATH FROM THE BOUNDARY TO THE FRONT OR ENTRANCE DOOR, A DESIGN CAN USE AN ENTRANCE DOOR FROM A CONNECTING GARAGE OR CARPORT INTO THE DWELLING. THE DOOR IN THIS SITUATION WOULD STILL NEED TO BE STEP FREE AND PROVIDE A CLEAR OPENING OF THE DOOR OF 820MM. ADDITIONALLY THE GARAGE/CARPORT IN THIS SITUATION WOULD NEED TO BE A MINIMUM OF 3.2M WIDE AND 5.4M LONG. IN THIS SITUATION IT WOULD STILL MEAN THAT THE CONNECTING GARAGE/CARPORT SLAB WOULD NEED TO BE SET AT THE SAME FLOOR HEIGHT AS THE HOUSE FLOOR LEVEL OR SATISFY THE MAXIMUM THRESHOLD HEIGHTS FOR AN ENTRANCE DOOR

A STEP FREE LEVEL ENTRANCE INTO THE DWELLING THAT CAN INCORPORATE A STEP RAMP OR A THRESHOLD OF A MAXIMUM HEIGHT. A DOOR SILL CAN BE USED WITH RESTRICTIONS ON THE HEIGHT PROFILE. A LANDING IS ALSO REQUIRED AT THE ENTRANCE

A MINIMUM OF 820 MM CLEAR WIDTH OF OPENING FOR THE ENTRANCE DOOR AND DOORS TO HABITABLE ROOMS, SANITARY COMPARTMENT, AND LAUNDRY (WHERE LOCATED) ON THAT ENTRANCE LEVEL. THE OPENING MUST BE CLEAR OF THE DOOR LEAF AND DOOR STOPS OR REBATES, BUT THE DOOR HANDLE CAN ENCROACH.

LEVEL THRESHOLDS OR A MAXIMUM 5MM LIP TO INTERNAL DOORS THAT REQUIRE THE MINIMUM 820MM CLEAR WIDTH. INTERNAL DOOR THRESHOLDS CAN ALSO INCORPORATE A STEP RAMP.

MINIMUM 1M CLEAR WIDTH OF CORRIDORS CONNECTING DOORWAYS THAT REQUIRE THE MINIMUM CLEAR WIDTH OPENING. ITEMS SUCH AS SKIRTING BOARDS AND ARCHITRAVES AND LIGHT SWITCHES/GPOS CAN ENCROACH INTO THE CLEAR WIDTH

## LETTER BOX NOTE:

LETTERBOX TO BE SUPPLIED & INSTALLED BY CLIENT AFTER HANDOVER TO DEVELOPERS REQUIREMENTS

## NATIONAL BROADBAND NETWORK

ALL WIRING TO BE INSTALLED IN ACCORDANCE WITH NBN'S REQUIREMENTS AS OUTLINED IN NBN CO PREPARATION AND INSTALLED GUIDE FOR SDUS AND MDUS

## HEAT PUMP HOT WATER SYSTEM

PROVIDE AKQUA AK-270HPE1 HEAT PUMP WATER HEATER IN LIEU OF SOLAR HOT WATER SYSTEM. THIS SYSTEM IS TO BE INSTALLED IN ACCORDANCE WITH THE PLUMBING REGULATIONS 2018.

## INTERNAL ELEVATIONS WATERPROOFING NOTES:

WATERPROOFING OF WET AREAS, BATHROOMS, SHOWER,SHOWER ROOMS, LAUNDRIES, SANITARY COMPARTMENTS AND THE LIKE SHALL BE PROVIDED IN ACCORDANCE WITH AS 3740-2021. WATERPROOFING OF WET AREAS IN RESIDENTIAL BUILDINGS.
PROVIDE IMPERVIOUS FINISH TO WALLS ("HARDIES" 6mm THICK VILLABOARD OR FULLY COMPRESSED FIBRE CEMENT, CERAMIC TILE OR SIMILAR ) TO HEIGHT OF NOT LESS THAN 1800mm ABOVE THE LOWEST POINT OF THE SHOWER, AROUND A SHOWER & 300mm ABOVE THE RIM OF THE BATH, VANITY BASIN, TROUGH OR SINK REFER TO MANUFACTURE INSTRUCTION AND SPECIFICATIONS.
PROVIDE IMPERVIOUS FINISH TO FLOORS TO LAUNDRY, BATHROOM, ENSUITE, POWDER ROOM & WC. WET AREAS TO BE IMPERVIOUS TO THE WATER I.E. WALL SURFACES AND SUBSTRATES OF SHOWER ENCLOSURES, OR IF UNENCLOSED, WITHIN 1.5m HORIZONTALLY FROM THE FIXTURE/WALL CONNECTION OF SHOWER ROSE AND TO A HEIGHT OF 1.8m ABOVE THE FLOOR AND BEHIND THE BATH, BASIN, SINK ETC.
IF WITHIN 75mm OF A WALL TO A HEIGHT OF 150mm ABOVE THE FIXTURE.
- WATERPROOF MEMBRANE TO COMPLY WITH AS/NZS 4858 IN ACCORDANCE WITH AS 3740 2021
- INSTALL ALUMINUM WATER STOP TO ( LAUNDRY, BATHROOM, ENSUITE, POWDER ROOM & WC DOORWAY) WITH ANGLE TO BASE SEALED TO THE FLOOR AND THE UPSTAND Min 15mm ENSURING MIN DISTANCE OF 1500mm FROM THE WALL CONNECTION OF SHOWER ROSE.

A TOILET ON THE GROUND OR ENTRANCE LEVEL WITH MINIMUM WIDTH OF OPPOSING WALLS EITHER SIDE OF THE PAN AND 1.2M CLEAR SPACE TO DOOR SWING IN FRONT OF THE PAN. THE MINIMUM WIDTH MUST BE MEASURED BETWEEN WALL LININGS BUT SKIRTINGS AND ARCHITRAVES ETC. CAN ENCROACH

ONE SHOWER IN THE DWELLING THAT IS STEP FREE AND HOBLESS. THIS SHOWER DOES NOT HAVE TO BE LOCATED ON THE GROUND OR ENTRY LEVEL AND 'STEP FREE' FOR THE SHOWER MEANS, A MAXIMUM 5MM LIP OR REBATE AND A SHOWER SCREEN CAN STILL BE USED.

REINFORCING TO THE FRAMING SURROUNDING THE TOILET, SHOWER AND BATH, SUCH AS NOGGING OR SHEETING, TO ENABLE FUTURE INSTALLATION OF GRAB RAILS. THERE ARE CONCESSIONS WHERE THERE IS INSUFFICIENT SPACE IN THE ROOM, OR AN OPENING ENCROACHES THE AREA TO BE REINFORCED.

PERFORMANCE SOLUTION REQUIRED FOR THE REQUIRED STEP FREE ENTRY (FINISHED SLAB HEIGHT ADJACENT TO EXTERNAL SURFACE).

## NOTE

NO GAS TO THE PROPERTY

## RAINWATER TANK NOTE:

PROVIDE 2,000 LITRE COLORBOND SLIMLINE TANK WITH AQUASAVER INCLUDING FIT OFF CONNECTED TO 2 TOILETS, LAUNDRY AND INCLUDING SEALED SYSTEM.

| REV: | Date: | Description: | DR: | CHK: |
|---|---|---|---|---|
| A. | 29.07.26 | CD ISSUE | MT (KN) | |
| B. | 04.08.26 | AMENDMENTS | MT (KN) | |

NEWLIVING

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**HOUSE TYPE:** MONTEREY 359 (RHS)
**FACADE:** DAKOTA

**CLIENT NAME:**

**JOB ADDRESS:** LOT 40 APOLLO DRIVE, LAKES ENTRANCE VIC 3909
**JOB NUMBER:** 340672
**SHEET SIZE:** A3
**SHEET:** 00 of 26

## INTERNAL ELEVATIONS NOTES:

100MM SKIRTING TILES TO WET AREAS, INCL. WC. WALLS.
ALL INTERNAL DIMENSIONS & ELEVATIONS DRAWN TO FINISHED PLASTER FACE AND MAY VARY ON STE.
ALL TILING HEIGHTS SUBJECT TO TILE SELECTION, TO BE CONFIRMED ON SITE.
DESIGN AND THE POSITION OF DOOR AND DRAWER HANDLES IS INDICATIVE ONLY & USED TO REPRESENT HINGE-SIDE OF DOORS.
ALL INTERNAL DRAWINGS TO BE READ IN CONJUNCTION WITH COLOUR SELECTION IN CONTRACT.
NO SHOWER SOAP HOLDERS OR GLASS SHELVES TO BE INSTALLED IN SHOWER OTHER THAN SOAP DISHES WHICH ARE PART OF TILES. ALL WATER PROOFING WARRANTIES WILL BE VOID IF THE MEMBRANE HAS BEEN PENETRATED (IE: SCREWS, NAILS OR BOLTS).
THE BUILDER NOTIFIES THE OWNER THAT IF ANY ITEM IS SECURED TO THE WALLS OR FLOOR THROUGH THE TILES AND MEMBRANE, IT MAY CAUSE THE MEMBRANE TO FAIL AND THE BUILDER TAKES NO RESPONSIBILITY OF ANY LEAKS OR WATER DAMAGE

## WALL REINFORCEMENT

PROVISION FOR NOGGING OR SHEETING FOR FUTURE INSTALLATION OF GRAB RAILS TO THE TIMBER FRAMED WALLS SURROUNDING THE ACCESSIBLE W.C & HOBLESS SHOWER

SHERRIDON HOMES®
A HIGHER STANDARD

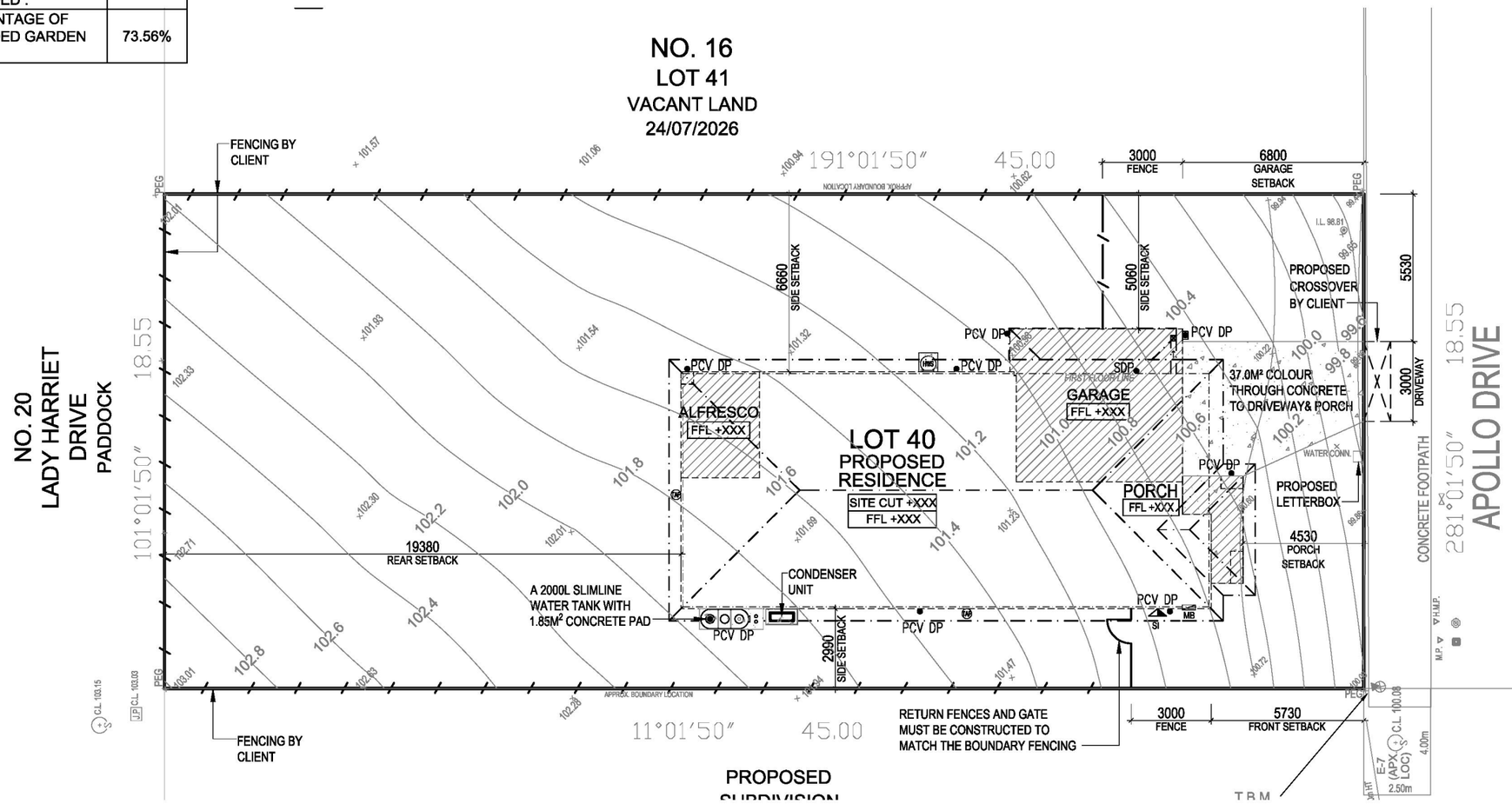
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| SITE COVERAGE ANALYSIS | |
|---|---|
| GROUND FLOOR BUILDING AREA: | 188.02m² |
| IMPERMEABILITY AREA | 32.75m² |
| LOT AREA: | 835.00m² |
| PERMEABILITY | 73.56% |
| SITE COVERAGE | 22.52% |
| REQUIRED GARDEN AREA : OVER 35% FOR LOTS 651sqm & ABOVE | 292.98m² |
| TOTAL GARDEN AREA PROVIDED : | 614.23m² |
| PERCENTAGE OF PROVIDED GARDEN AREA : | 73.56% |

## BUSHFIRE ASSESSMENT LOW

1. FIRE DANGER INDWX (FD1): 100
2. CLASSIFIED VEGITATION TYPE: LOW SHRUBLAND
3. DISTANCE FROM SITE TO CLASSIFIED VEGITATION: <100 METRES
4. EFFECTIVE SLOPE(S) UNDER THE CLASSIFIED VEGITATION TYPE: DOWNSLOPE <5°
5. BUSHFIRE ATTACK LEVEL: LOW
6. CONSTRUCTION REQUIREMENTS: THERE IS INSUFFICENT RISK TO WARRANT SPECIFIC CONSTRUCTION REQUIREMENTS




## SITE NOTES

SOIL CLASSIFICATION
CLASS "A"
AS PER SOIL REPORT PROVIDED BY ""
FILE NO: **000000** DATED: **00.00.00**
WIND RATING : XX
SITE CUT AND BATTER
- DWELLING & GARAGE: WAFFLE POD CONCRETE
- SLAB. DEEP SITE SCRAPE & FILL TO R.L. **00.00**
- SITE CUT GARAGE TO R.L. **00.00**
- FREEBOARD **000 MM**
- REBATE TO HOUSE **220 MM** *(REFER TO ENGINEERING DOCUMENTATION: )*
- STEP DOWN TO GARAGE **50 MM**
- STEP DOWN TO PORCH **220 MM**
- STEP DOWN TO ALFRESCO **135 MM**

SITE CUT AND FILL TO BE MINIMUM 1.2M FROM DWELLING BOUNDARY AND BATTERED AT NO MORE THAN 45°.SITE CUTS/FILLING WORKS NOT SUPPORTED BY RETAINING WALLS SHALL BE FINISHED WITH A BATTER OF 45 DEGREES AND AN AGRICULTURAL DRAIN AT THE BASE OR A SPOON DRAIN AT THE END OF ANY FUTURE PAVING
ALL SITE EXCAVATION BATTERS TO BE IN ACCORDANCE WITH THE H1D3 SITE PREPARATION & 3.2.1 UN-RETAINED BULK EARTHWORKS-SITE CUT & FILL NCC 2025 ALTERNATIVELY, TO BE IN ACCORDANCE WITH THE ENGINEER'S RECOMMENDATIONS
EXTERNAL WALL FOOTINGS SHALL NOT BE FOUNDED AT GREATER DEPTHS THAN THE ADJOINING BUILDING FOOTINGS. STOP WORKS AND CONTACT THE OFFICE IMMEDIATELY IF THE ABOVE CANNOT BE ACHIEVED

**REFER TO FINAL DRAINAGE PLANS FOR LOCATIONS OF AGRICULTURAL DRAINS AND SILT PITS**

## LEGEND

MB -METER BOX | -TREE | TAP -TAP | -STORM WATER PIT
GAS -GAS METER | HWS -HOT WATER SERVICE | SI -SOLAR INVERTER
-FENCE

## HEAT PUMP HOT WATER SYSTEM

PROVIDE AKQUA AK-270HPE1 HEAT PUMP WATER HEATER IN LIEU OF SOLAR HOT WATER SYSTEM. THIS SYSTEM IS TO BE INSTALLED IN ACCORDANCE WITH THE PLUMBING REGULATIONS 2018.

## EXHAUST FAN NOTE

EXHAUST FANS WILL BE INSTALLED IN ACCORDANCE WITH NCC 2025 10.6.2(a)

## FENCING NOTE:

ALL BOUNDARY FENCING TO BE SUPPLIED & INSTALLED BY CLIENT AFTER HANDOVER TO DEVELOPERS REQUIREMENTS. THE BUILDER IS NOT LIABLE FOR ANY ITEMS THE CLIENTS NEED TO COMPLETE TO CONFORM WITH THE DEVELOPERS RESTRICTIONS

## DRIVEWAY & PAVING NOTE:

DRIVEWAY, PATH & PORCH PAVING TO BE SUPPLIED & INSTALLED BY THE BUILDER TO DEVELOPERS REQUIREMENTS

## LETTER BOX NOTE:

LETTERBOX TO BE SUPPLIED & INSTALLED BY CLIENT AFTER HANDOVER TO DEVELOPERS REQUIREMENTS

## NATIONAL BROADBAND NETWORK

ALL WIRING TO BE INSTALLED IN ACCORDANCE WITH NBN'S REQUIREMENTS AS OUTLINED IN NBN CO PREPARATION AND INSTALLED GUIDE FOR SDUS AND MDUS

## NOTE

PROVIDE 3 PHASE POWER

## ALL LANDSCAPE NOTE:

ALL LANDSCAPING TO BE SUPPLIED & INSTALLED BY CLIENT AFTER HANDOVER TO DEVELOPERS REQUIREMENTS. THE BUILDER IS NOT LIABLE FOR ANY ITEMS THE CLIENTS NEED TO COMPLETE TO CONFORM WITH THE DEVELOPERS RESTRICTIONS

## NOTE

NO GAS TO THE PROPERTY

## RAINWATER TANK NOTE:

PROVIDE 2,000 LITRE COLORBOND SLIMLINE TANK WITH AQUASAVER INCLUDING FIT OFF CONNECTED TO 2 TOILETS, LAUNDRY AND INCLUDING SEALED SYSTEM.

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**W** sherridonhomes.com.au

**PLEASE READ CAREFULLY**

I / WE ACKNOWLEDGE THAT THESE PLANS ARE CORRECT & REFLECT ALL THE ITEMS REQUESTED IN OUR BUILDING CONTRACT WITH SHERRIDON HOMES PTY LTD . I'M ALSO AWARE THAT IF ANY FURTHER CHANGES ARE REQUIRED TO BE MADE A $1000.00 VARIATION FEE WILL OCCUR.
SIGNED ..... DATE: .....
SIGNED ..... DATE: .....
WITNESSED ..... DATE: .....

**SHEET TITLE:** SITE PLAN
**SCALE:** 1:200
**SHEET SIZE:** A3
**SHEET:** 01 of 26

**HOUSE TYPE:** MONTEREY 359 (RHS)
**FACADE:** DAKOTA

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**CLIENT NAME:**
**JOB ADDRESS:** LOT 40 APOLLO DRIVE, LAKES ENTRANCE VIC 3909
**D.B. No:**
**B.C. No:** 340672

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Page 58 of 84

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## EXHAUST FAN NOTE

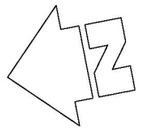
EXHAUST FANS WILL BE INSTALLED IN ACCORDANCE WITH NCC 2025 10.6.2(a)

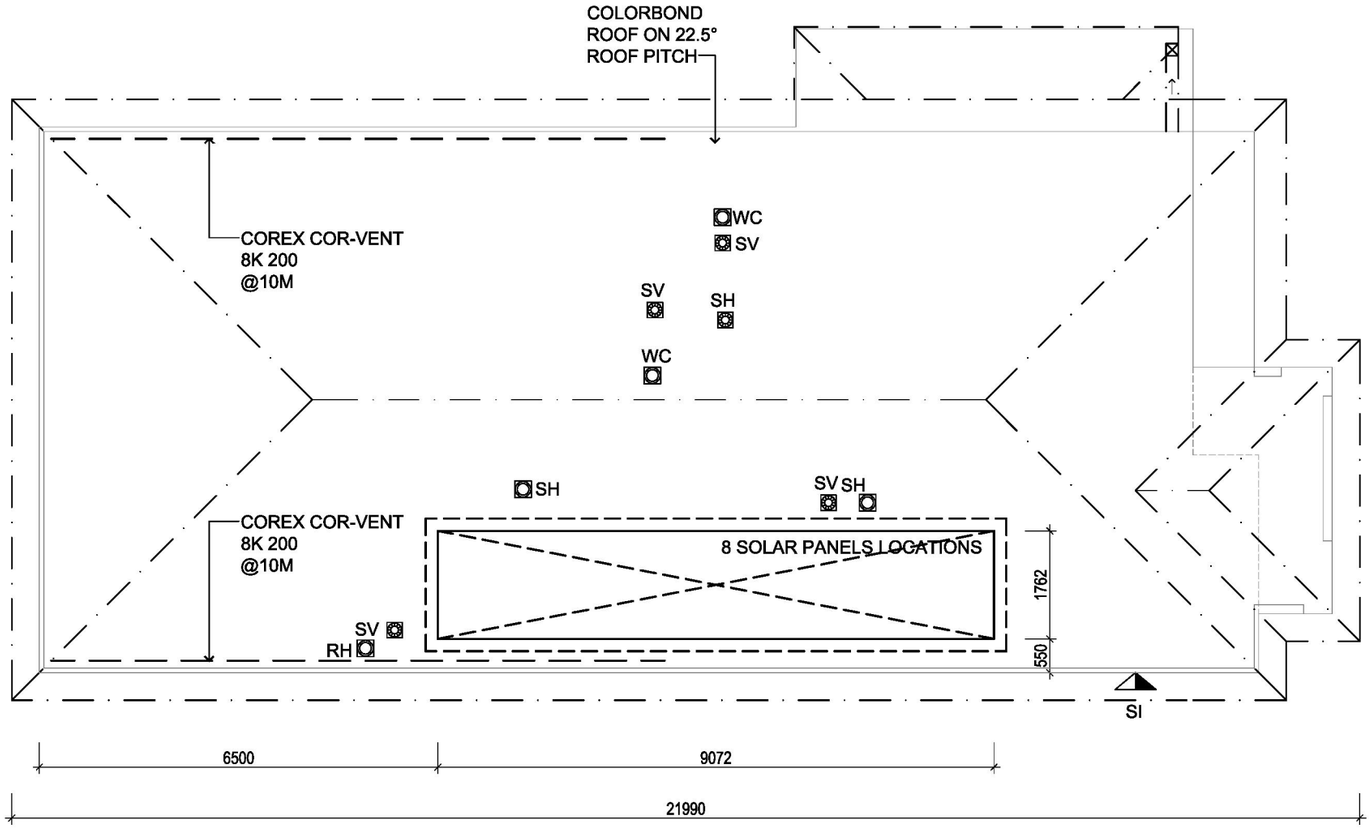
## NOTE

ROOF VENTILATION TO BE APPLIED ON ALL NCC 2025 HOMES.

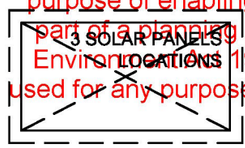
## NOTE

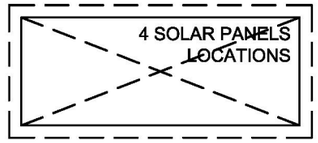
SOLAR PANEL LOCATION AND QUANTITY IS SUBJECT TO INSTALLER,
IF SOLAR BATTERIES OR INVERTER ARE REQUESTED TO BE RELOCATED ON SITE
THIS WILL BE DISCUSSED VIA VARIATION.

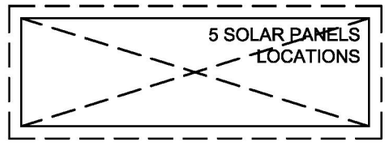


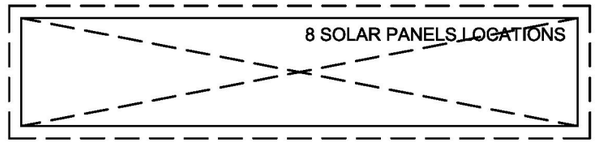



## SOLAR PANEL EXCLUSION ZONE




## NCC 2025 CONDENSATION MANAGEMENT 10.8.3

**VENTILATION REQUIREMENTS**
ROOF PITCH: ≥ 15 DEGREES =
7,000mm²/m AT EAVES
5,000mm²/m AT RIDGE

ROOF PITCH: 10 - 14.9 DEGREES =
25,000mm²/m AT EAVES
5,000mm²/m AT RIDGE

ROOF PITCH: 10 DEGREES =
25,000mm²/m AT EACH END

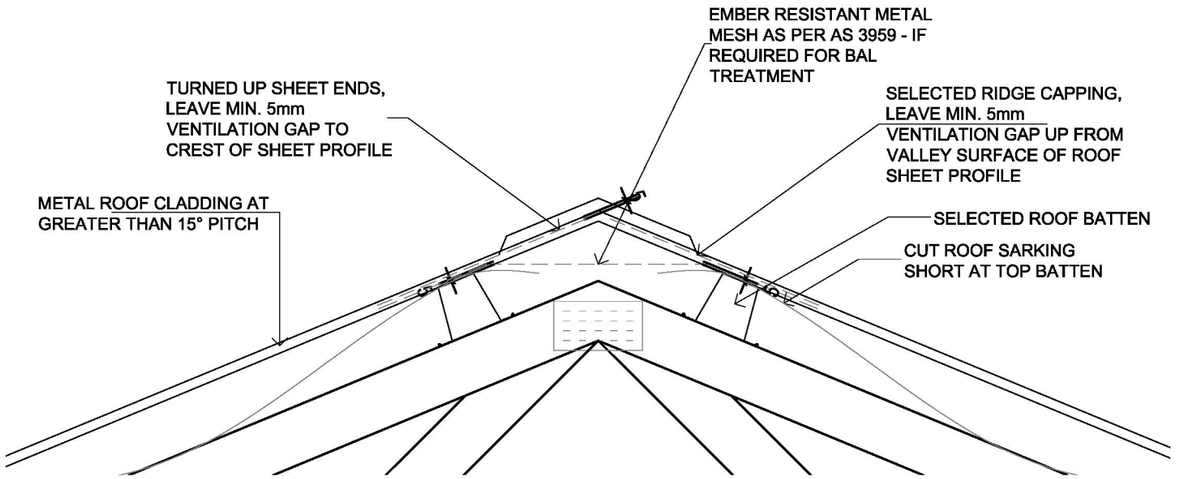
**ROOF TYPES & VENT PRODUCT**
**LOW LEVEL (EAVE)**
- TILED ROOF (UNSARKED) - N/A
- COLORBOND (UNSARKED) - N/A
- TILED ROOF (SARKED) - OVER FASCIA VENT G1200N
- COLORBOND (SARKED) - COR-VENT 8K 200

**HIGH LEVEL (MAX. 900MM FROM RIDGE)**
- TILED ROOF (UNSARKED) - N/A
- COLORBOND (UNSARKED) - N/A
- TILED ROOF (SARKED) - BRADFORD WINDMASTER
- COLORBOND (SARKED) - BRADFORD WINDMASTER

**BUSHFIRE ZONES (BAL)**
BUSHFIRE ZONES TO USE BAL RATED PRODUCTS.
BAL RATED PRODUCT VALUES DO NOT DIFFER

## LEGEND

| | |
|---|---|
| SH | -SHOWER EXHAUST VENT |
| RH | -RANGEHOOD VENT |
| WC | -W.C. EXHAUST VENT |
| LD | -LAUNDRY EXHAUST VENT |
| SV | -SEWER VENT |
| | -WHIRLYBIRD |
| | -EVAPORATIVE COOLER |
| | -SKYLIGHT |
| | -SOLAR PANELS |
| | -SOLAR INVERTER |




## NCC 2025 CONDENSATION MANAGEMENT 10.8.3

**LOW LEVEL VENTILATION**

| | | | | | |
|---|---|---|---|---|---|
| COREX COR-VENT 8K 200 | | 8050mm²/m | | | |
| VENT SYSTEMS OVER FASCIA VENT G1200N | | 11000mm²/m | | | |
| | Roof Length (m) | Air flow (mm²/lm) | Total Air Flow (mm²) | Vent Product (mm²/lm) | Vent Product total lm required |
| LOW LEVEL VENT CALC | 21.99 | 7000 | 153930.000000 | 8050 | 20 |

**HIGH LEVEL VENT**

| | | | | | |
|---|---|---|---|---|---|
| MESH | | 13500 mm | | | |
| | Roof Length | Air flow (mm²/lm) | Total Air Flow (mm²) | Vent Product (mm²) | Number of Vents required ** |
| High Level Vent Calc. | 21.99 | 5000 | 109950.00 | 13500 | 8144.44 |

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SIGNED ..... DATE: .....
SIGNED ..... DATE: .....
WITNESSED ..... DATE: .....

**SHEET TITLE:** ROOF PENETRATION
**SCALE:** 1:100
**SHEET SIZE:** A3
**SHEET:** 02 of 26

**HOUSE TYPE:** MONTEREY 359 (RHS)
**FACADE:** DAKOTA

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**CLIENT NAME:**
**JOB ADDRESS:** LOT 40 APOLLO DRIVE, LAKES ENTRANCE VIC 3909
**D.B. No:**
**B.C. No:** 340672

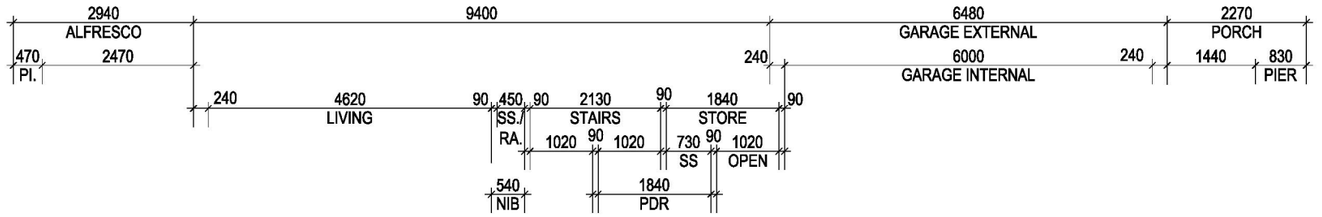
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## AREA SCHEDULE

| | | |
|---|---|---|
| GROUND FL: | 133.72m² | 14.39sq |
| FIRST FL: | 172.72m² | 18.59sq |
| GARAGE: | 36.22m² | 3.90sq |
| PORCH: | 6.35m² | 0.68sq |
| ALFRESCO: | 11.73m² | 1.26sq |
| BALCONY: | 4.59m² | 0.49sq |
| TOTAL: | 365.33m² | 39.33sq |




## GENERAL NOTES

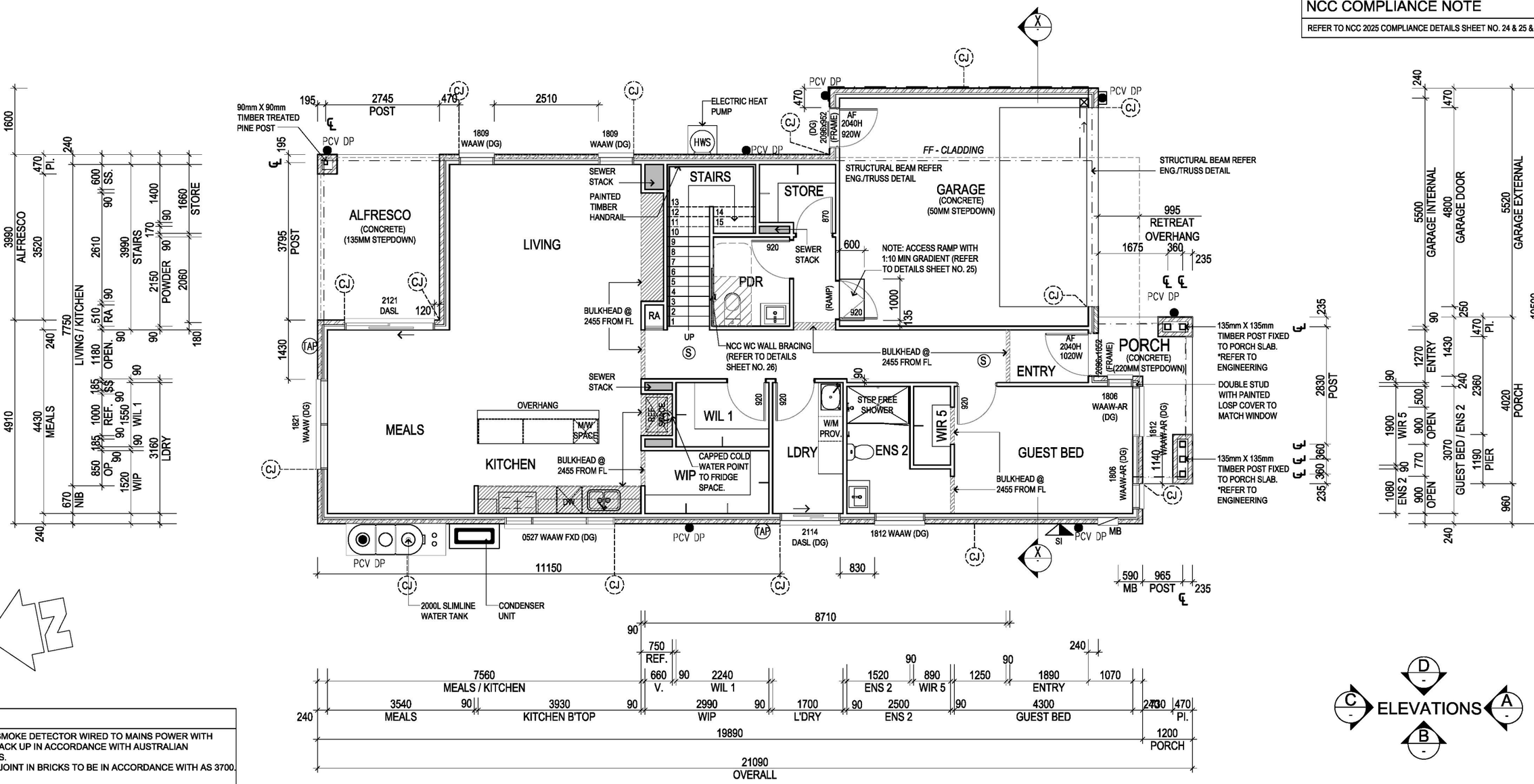
- SOLID HATCHED VOID INDICATE THEY CANNOT BE REMOVED, RELOCATED OR ALTERED. FLOOR JOISTS AND TRUSSES TO BE CLEAR OF VOIDS.
- INDICATES BALUSTRADES TO STAIRS.
- ALL DIMENSIONS ARE TO STUD FRAME, PLASTER AND PLASTERBOARDS NOT CONSIDERED.
- ALL WINDOWS AND EXTERNAL DOORS ARE INDICATED AS NOMINAL SIZES REFER TO MANUFACTURES SCHEDULE FOR ACTUAL SIZING TOUGHEN GLAZING TO ENSUITE AND BATHROOM.

## EXHAUST FAN NOTE

EXHAUST FANS WILL BE INSTALLED IN ACCORDANCE WITH NCC 2025 10.6.2(a)

## NCC COMPLIANCE NOTE

REFER TO NCC 2025 COMPLIANCE DETAILS SHEET NO. 24 & 25 & 26




## LEGEND

- (S) -PROVIDE SMOKE DETECTOR WIRED TO MAINS POWER WITH BATTERY BACK UP IN ACCORDANCE WITH AUSTRALIAN STANDARDS.
- (CJ) -CONTROL JOINT IN BRICKS TO BE IN ACCORDANCE WITH AS 3700.
- (HWS) -HOT WATER SERVICE
- MB -METER BOX
- GAS -GAS METER
- SI -SOLAR INVERTER




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SIGNED ..... DATE: .....
SIGNED ..... DATE: .....
WITNESSED ..... DATE: .....

**SHEET TITLE:** GROUND FLOOR PLAN
**SCALE:** 1:100
**SHEET SIZE:** A3
**SHEET:** 03 of 26

**HOUSE TYPE:** MONTEREY 359 (RHS)
**FACADE:** DAKOTA

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**CLIENT NAME**
**JOB ADDRESS:** LOT 40 APOLLO DRIVE, LAKES ENTRANCE VIC 3909
**D.B. No:**
**B.C. No:** 340672

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| AREA SCHEDULE | | |
|---|---|---|
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| BALCONY: | 4.59m² | 0.49sq |
| TOTAL: | 365.33m² | 39.33sq |

## GENERAL NOTES

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- INDICATES BALUSTRADES TO STAIRS.
- ALL DIMENSIONS ARE TO STUD FRAME, PLASTER AND CERAMIC TILES NOT CONSIDERED.
- ALL WINDOWS AND EXTERNAL DOORS ARE INDICATED AS NOMINAL SIZES REFER TO MANUFACTURES SCHEDULE FOR ACTUAL SIZING TOUGHEN GLAZING TO ENSUITE AND BATHROOM.

## EXHAUST FAN NOTE

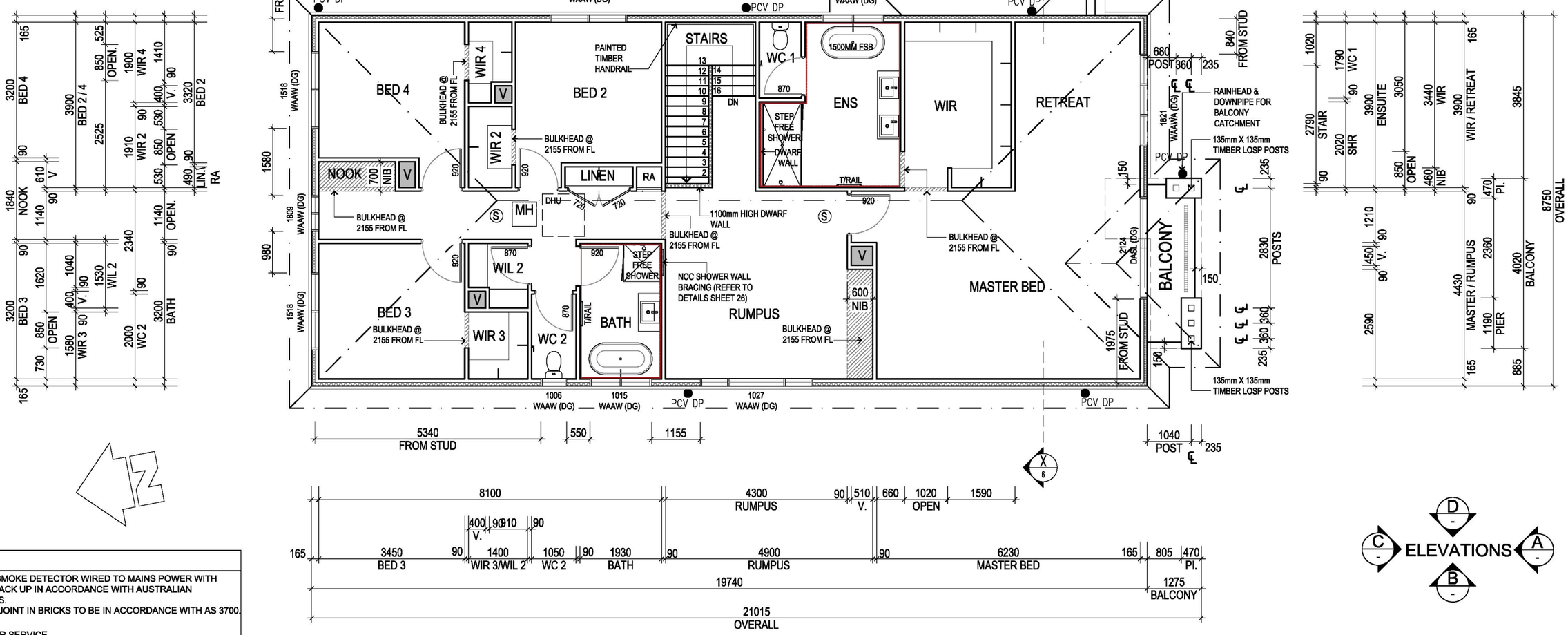
EXHAUST FANS WILL BE INSTALLED IN ACCORDANCE WITH NCC 2025 10.6.2(a)

## NCC COMPLIANCE NOTE

REFER TO NCC 2025 COMPLIANCE DETAILS SHEET NO. 24 & 25 & 26

## NOTE

PROVIDE FLOOR TO CEILING WALL TILES TO BATH AND ENS




## LEGEND

- (S) -PROVIDE SMOKE DETECTOR WIRED TO MAINS POWER WITH BATTERY BACK UP IN ACCORDANCE WITH AUSTRALIAN STANDARDS.
- (CJ) -CONTROL JOINT IN BRICKS TO BE IN ACCORDANCE WITH AS 3700.
- (HWS) -HOT WATER SERVICE
- MB -METER BOX
- GAS -GAS METER
- SI -SOLAR INVERTER

ELEVATIONS: D, C, A, B

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SIGNED ..... DATE: .....
SIGNED ..... DATE: .....
WITNESSED ..... DATE: .....

**SHEET TITLE:** FIRST FLOOR PLAN
**SCALE:** 1:100
**SHEET SIZE:** A3
**SHEET:** 04 of 26

**HOUSE TYPE:** MONTEREY 359 (RHS)
**FACADE:** DAKOTA

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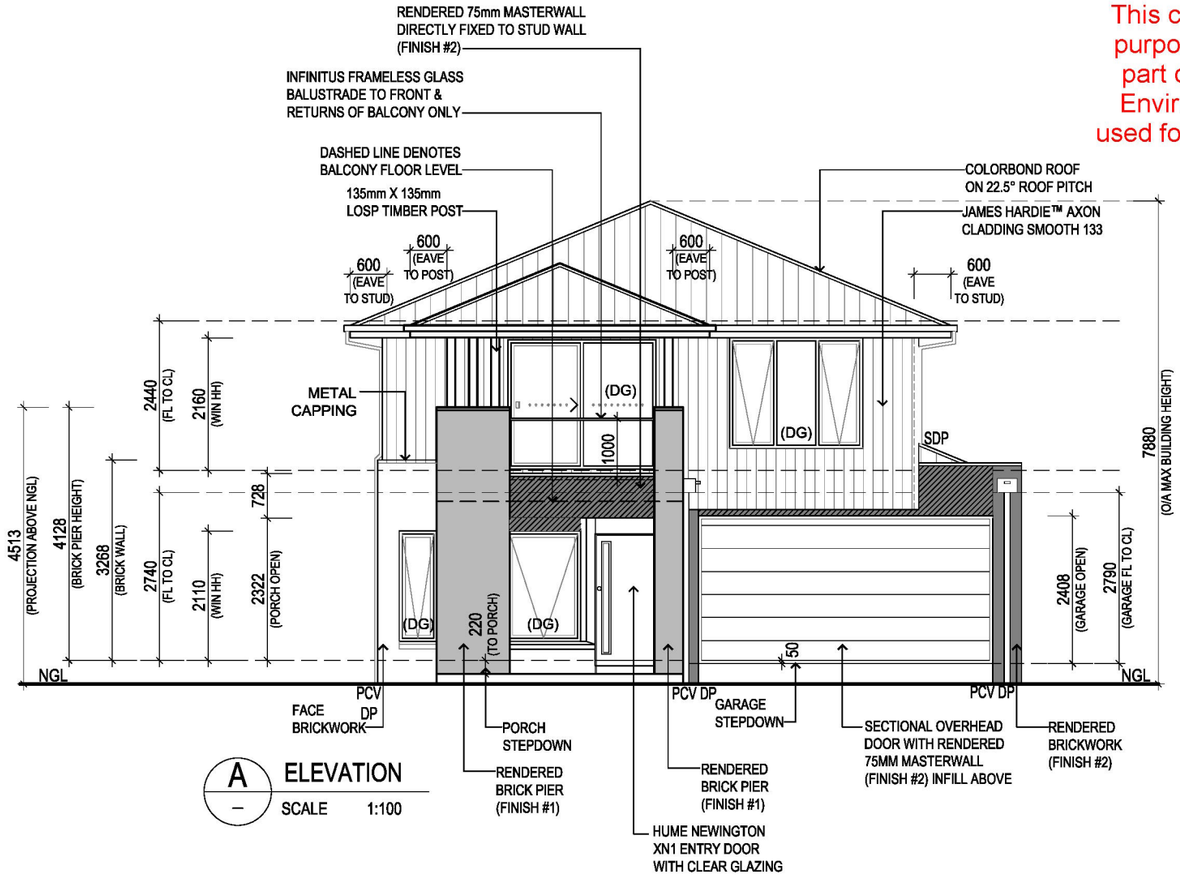
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## LIGHT / VENTILATION CALCULATION

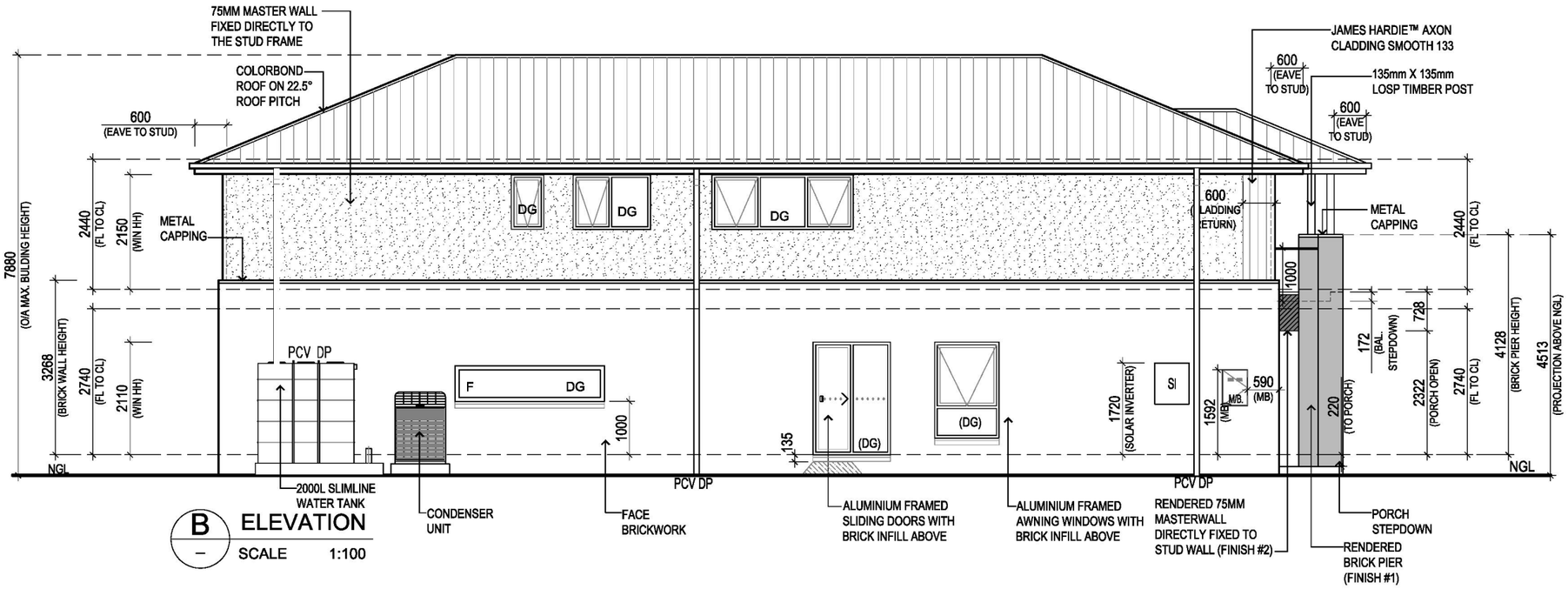
| ROOM | AREA (M²) | LIGHT (minimum 10%) | | VENTILATION (minimum 5%) | |
|---|---|---|---|---|---|
| | | REQUIRED (m²) | PROVIDED (m²) | REQUIRED (m²) | PROVIDED (m²) |
| MASTER | 28.33 | 2.83 | 4.64 | 1.42 | 1.97 |
| BED 2 | 12.08 | 1.21 | 2.44 | 0.60 | 1.26 |
| BED 3 | 11.04 | 1.10 | 2.44 | 0.55 | 1.26 |
| BED 4 | 11.80 | 1.18 | 2.44 | 0.59 | 1.26 |
| GUEST BED | 13.20 | 1.32 | 3.24 | 0.66 | 3.88 |

## FACADE MATERIALS RATIO TABLE

| MATERIAL TYPE | AREA (M²) | PERCENTAGE |
|---|---|---|
| FACADE AREA EXCLUDING DOORS & WINDOWS | 26.20 | 100.00% |
| RENDERED COLOUR #1 | 7.12 | 27.18% |
| RENDERED COLOUR #2 | 5.58 | 21.30% |
| JAMES HARDIE AXON CLADDING | 10.15 | 38.74% |
| FACE BRICKWORK | 3.35 | 12.79% |




A – ELEVATION
SCALE 1:100




B – ELEVATION
SCALE 1:100

### GENERAL NOTES

- WINDOW HEAD HEIGHTS INDICATED ARE NOMINAL AND MAY VARY DUE TO VARIANCES IN BRICK SIZES.
- BACKFILL TO EXTERNAL DOORS NOT TO BE GREATER THAN 190MM IN ACCORDANCE WITH NCC 2025 11.2.6 THRESHOLDS.
- DIMENSIONS RELATING TO FL & CL REFER TO OVERALL TOP & BOTTOM PLATE DIMENSIONS, NOT ACTUAL CEILING HEIGHTS.

### MATERIAL FINISH LEGEND:

- FACE BRICKWORK
- RENDERED BRICKWORK (FINISH #1)
- RENDERED BRICKWORK (FINISH #2)
- RENDERED MASTERWALL (FINISH #2)
- JAMES HARDIE AXON CLADDING
- 75mm MASTER WALL

### NOTE

ALUMINIUM FRAMED AWNING WINDOWS TO FRONT FACADE ONLY (UNLESS NOTED OTHERWISE)

ALUMINIUM FRAMED SLIDING WINDOWS TO SIDE AND REAR ELEVATIONS (UNLESS NOTED OTHERWISE)

### NOTE

600mm EAVES FROM OUTSIDE OF FRAME TO FRONT FACADE ONLY. 2110mm WINDOW HEAD HT. TO SIDE AND REAR (UNLESS NOTED OTHERWISE)

### NOTE

GRADE SOIL UP TO EXTERNAL DOORWAY, BACKFILL TO EXTERNAL DOORS NOT TO BE GREATER THAN 190mm IN ACCORDANCE WITH NCC 11.2.6 THRESHOLDS.

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SIGNED ..... DATE: .....
SIGNED ..... DATE: .....
WITNESSED ..... DATE: .....

**SHEET TITLE:** ELEVATIONS 1
**SCALE:** 1:100
**SHEET SIZE:** A3
**SHEET:** 05 of 26

**HOUSE TYPE:** MONTEREY 359 (RHS)
**FACADE:** DAKOTA

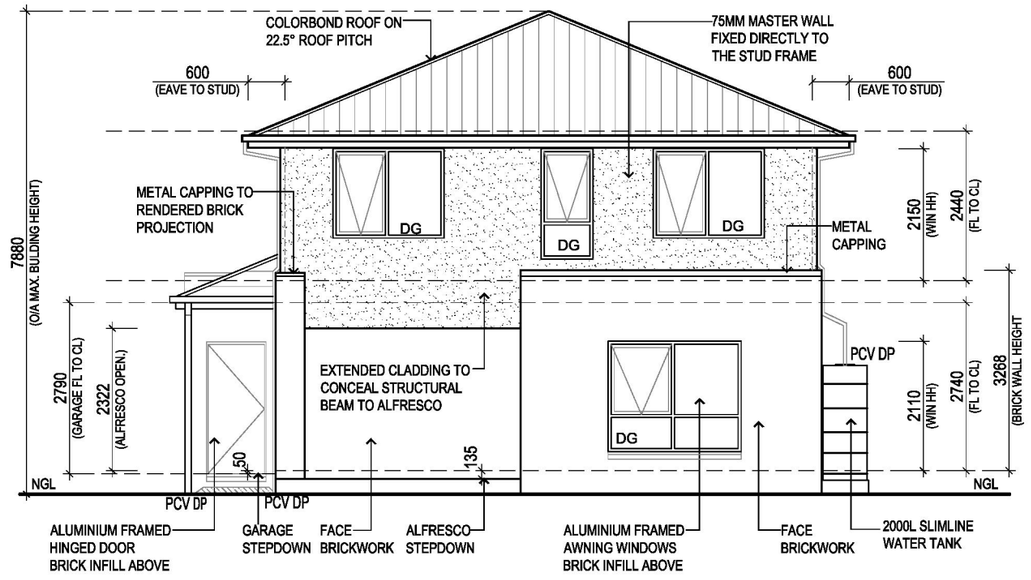
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**CLIENT NAME:**
**JOB ADDRESS:** LOT 40 APOLLO DRIVE, LAKES ENTRANCE VIC 3909
**D.B. No:**
**B.C. No:** 340672

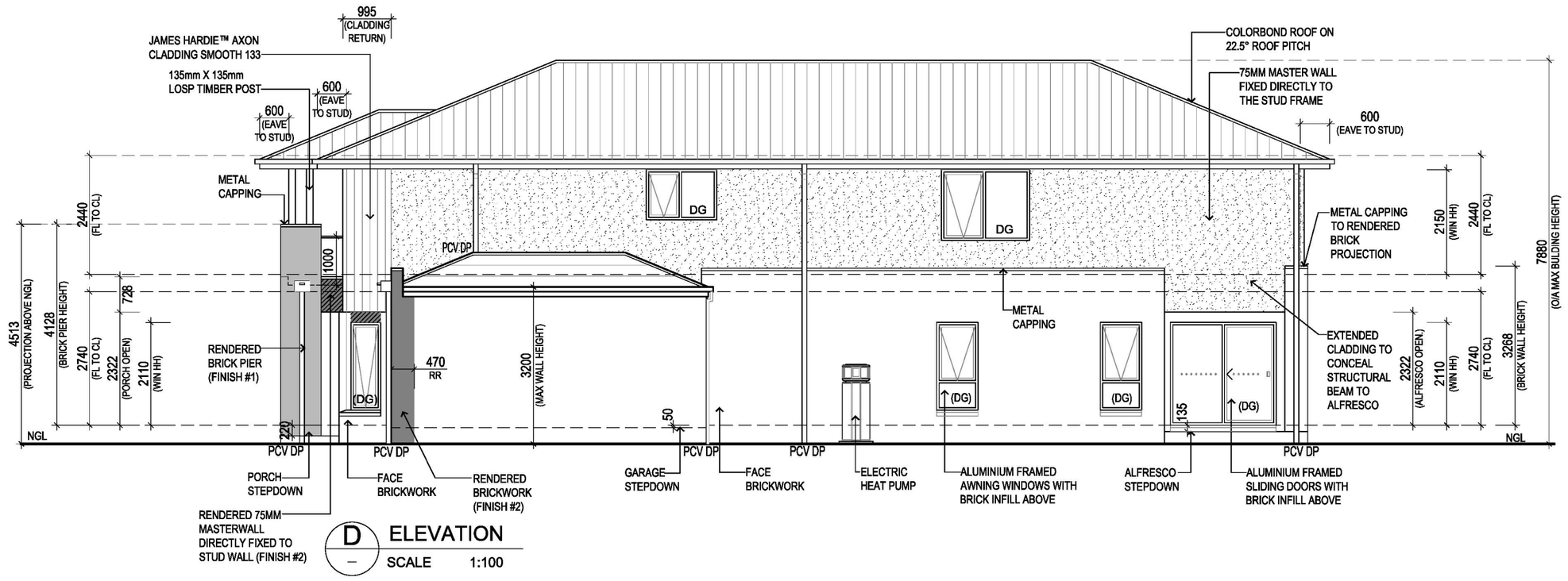
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C — ELEVATION
SCALE 1:100




D — ELEVATION
SCALE 1:100

## GENERAL NOTES

- WINDOW HEAD HEIGHTS INDICATED ARE NOMINAL AND MAY VARY DUE TO VARIANCES IN BRICK SIZES.
- BACKFILL TO EXTERNAL DOORS NOT TO BE GREATER THAN 190MM IN ACCORDANCE WITH NCC 2025 11.2.6 THRESHOLDS.
- DIMENSIONS RELATING TO FL & CL REFER TO OVERALL TOP & BOTTOM PLATE DIMENSIONS, NOT ACTUAL CEILING HEIGHTS.

## MATERIAL FINISH LEGEND:

- FACE BRICKWORK
- RENDERED BRICKWORK (FINISH #1)
- RENDERED BRICKWORK (FINISH #2)
- RENDERED MASTERWALL (FINISH #2)
- JAMES HARDIE AXON CLADDING
- 75mm MASTER WALL

## NOTE

GRADE SOIL UP TO EXTERNAL DOORWAY, BACKFILL TO EXTERNAL DOORS NOT TO BE GREATER THAN 190mm IN ACCORDANCE WITH NCC 11.2.6 THRESHOLDS.

SHERRIDON HOMES® A HIGHER STANDARD
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**W** sherridonhomes.com.au

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SIGNED ..... DATE: .....
WITNESSED ..... DATE: .....

**SHEET TITLE:** ELEVATIONS 2
**SCALE:** 1:100
**SHEET SIZE:** A3
**SHEET:** 06 of 26

**HOUSE TYPE:** MONTEREY 359 (RHS)
**FACADE:** DAKOTA

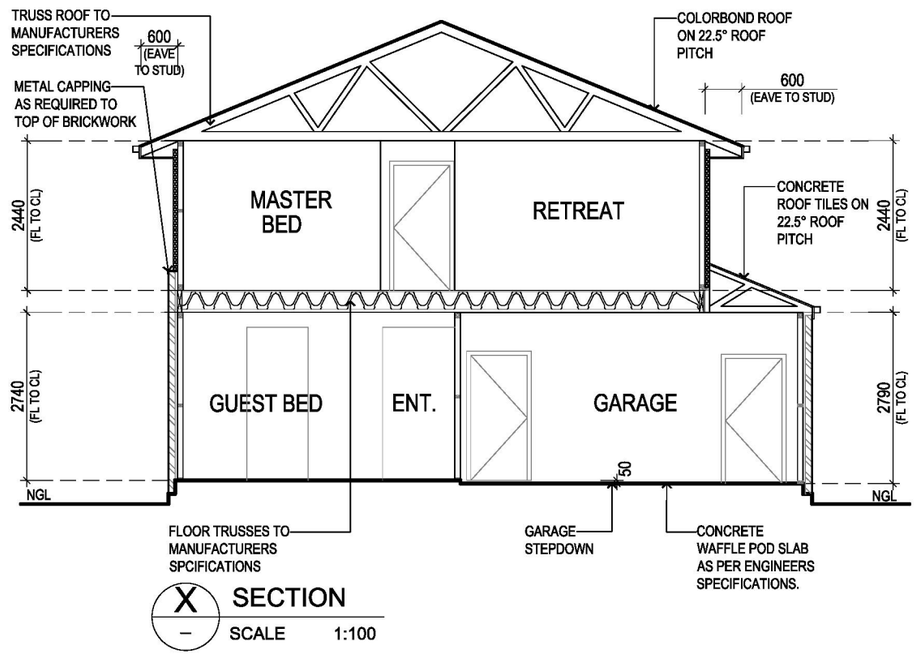
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**JOB ADDRESS:** LOT 40 APOLLO DRIVE, LAKES ENTRANCE VIC 3909
**D.B. No:**
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X – SECTION
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SIGNED ..... DATE: .....
WITNESSED ..... DATE: .....

**SHEET TITLE:** SECTION
**SCALE:** 1:100
**SHEET SIZE:** A3
**SHEET:** 07 of 26

**HOUSE TYPE:** MONTEREY 359 (RHS)
**FACADE:** DAKOTA

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## GENERAL NOTES

- NOTE: SMOKE ALARMS SHOWN ON PLANS ARE TO BE INTERCONNECTED, WITH BATTERY BACKUP AND INSTALLED IN ACCORDANCE WITH H3D6 SMOKE ALARMS AND EVACUATION LIGHTING.
  - PART 9.5.1 OF NCC 2025
  - PART 9.5.2 OF NCC 2025
  - PART 9.5.4 OF NCC 2025
- PROVIDE LIGHT, GAS POINT & SPP IN ROOF SPACE FOR DUCTED HEATING
- SWITCH FOR ROOF SPACE LIGHT TO BE WITHIN 900MM OF MANHOLE
- WHERE POSSIBLE LIGHT POINTS IN ROOF SPACE SHALL NOT BE CLOSER THAN 1800MM ABOVE PLATFORM
- OPTIONAL: EXTERNAL WEATHERPROOF POWER SUPPLY FOR REVERSE CYCLE COOLING UNITS SHOULD BE ON AN ISOLATED SWITCH.

## LEGEND

- (S) -PROVIDE SMOKE DETECTOR WIRED TO MAINS POWER WITH BATTERY BACK UP IN ACCORDANCE WITH AUSTRALIAN STANDARDS.
- (CJ) -CONTROL JOINT IN BRICKS TO BE IN ACCORDANCE WITH AS 3700.
- (HWS) -HOT WATER SERVICE
- MB -METER BOX
- GAS -GAS METER
- SI -SOLAR INVERTER

## GLASS & GLAZING NOTES

ALL EXTERNAL WINDOWS AND DOOR ARE TO BE DESIGNED AND TESTED IN ACCORDANCE WITH AS 2047, INCLUDING PROVISIONS FOR SUBSILLS AND FLASHING IN ANY PROPRIETARY SYSTEMS OFFERED FOR THIS PRODUCT
ALL GLAZING SHALL BE IN ACCORDANCE WITH AS 1288-2021 WHEREIN GLAZING WITHIN 500MM OF THE FLOOR LEVEL SHALL BE 5MM THICKENED ANNEALED, GLAZED DOORS ASSOCIATED SIDE PANELS SHALL BE 5.38MM LAMINATED SAFETY GLASS AND BATHROOM WINDOWS WITHIN 1.5M OF THE BATH FOR 500MM FROM THE SHOWER ENCLOSURE SHALL BE 3MM TOUGHENED SAFETY GLASS

## OPTION 2 NBN - BASIC KIT WITH ENCLOSURE

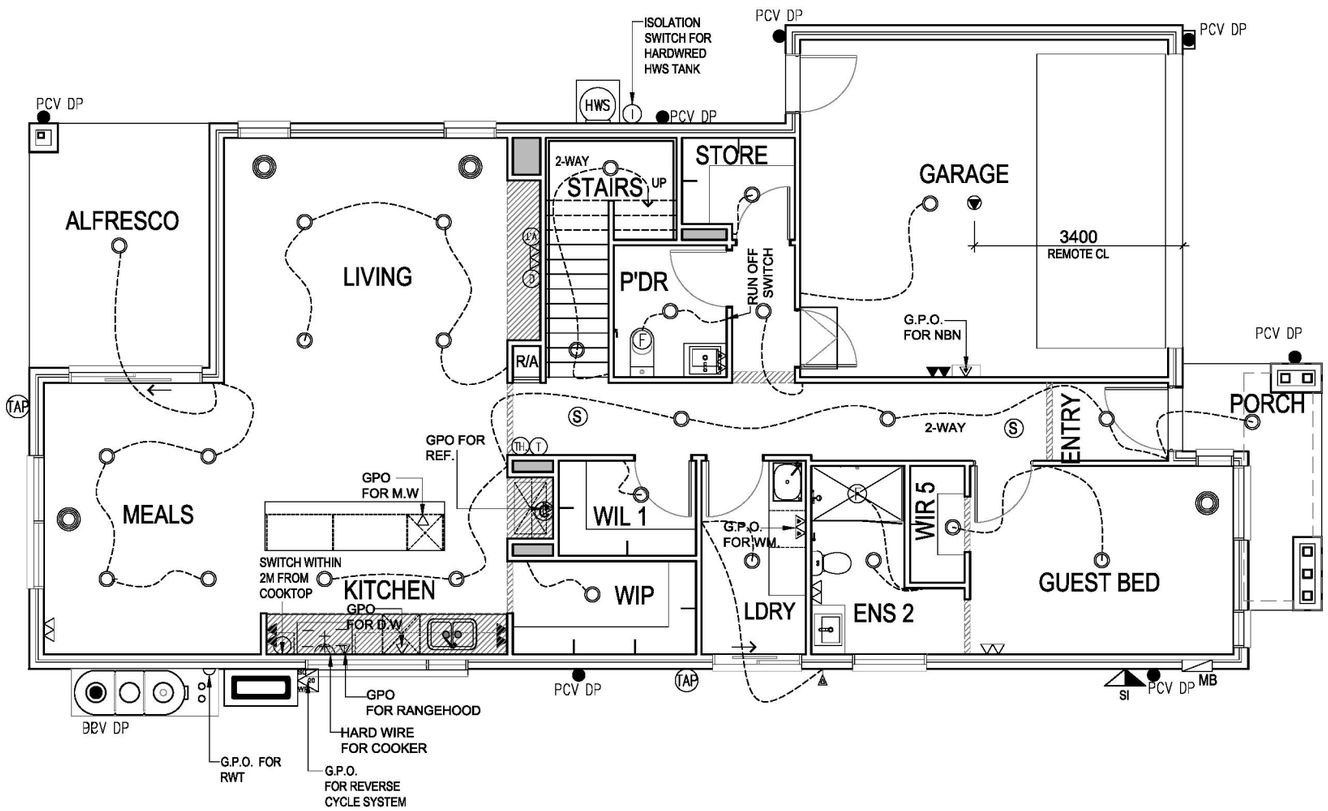
1 OF - 600 SERIES HOME HUB
2 OF - CABLED TELEPHONE POINTS
1 OF - DATA POINT
1 OF - 32 CONDUIT FROM MDF TO HUB LOCATION
1 OF - 1 X DRAW CABLE (CAT 5E) TO PROVIDE CONNECTION

## EXHAUST FAN NOTE

EXHAUST FANS WILL BE INSTALLED IN ACCORDANCE WITH NCC 2025 10.6.2(a)

## NOTE

PROVIDE 3 PHASE POWER.




| PROVISION OF ARTIFICIAL LIGHTING IN ACCORDANCE WITH NCC 2022 13.7.6 | | | | |
|---|---|---|---|---|
| AREA | AREA (M2) | No OF LIGHTS (10W) | TOTAL PROPOSED WATTAGE (W) | WATTS PER M2 |
| GF.DWELLING | 133.72 | 24 | 240 | 1.79 |
| FF.DWELLING | 172.72 | 31 | 310 | 1.79 |
| GARAGE | 36.22 | 1 | 10 | 0.28 |
| PORCH | 6.35 | 1 | 10 | 1.57 |
| BALCONY | 4.59 | 1 | 10 | 2.18 |
| ALFRESCO | 11.73 | 1 | 10 | 0.85 |

## ELECTRICAL LEGEND:

| | |
|---|---|
| | - CEILING FAN (WITH LIGHT - LED) |
| | - CEILING FAN (NO LIGHT) |
| | - BATTEN HOLDER INTERNAL |
| | - BATTEN HOLDER EXTERNAL |
| | - LED DOWNLIGHT |
| | - LED DOWNLIGHT UPGRADE |
| | - INT. WALL MOUNTED BATTEN HOLDER 1800H |
| | - EXT. WALL MOUNTED BATTEN HOLDER 1800H |
| | - INT. FLUSH MOUNT STAIR LIGHT 300H |
| | - WALL MOUNTED FLOODLIGHT |
| | - WALL MOUNTED DBL FLOODLIGHT WITH SENSOR |
| P | - BATTEN HOLDER INTERNAL: FEATURE PENDANT |
| | - SINGLE POWERPOINT 300mm HIGH |
| | - DOUBLE POWERPOINT 300mm HIGH |
| | - SINGLE POWERPOINT 1100mm HIGH |
| | - DOUBLE POWERPOINT 1100mm HIGH |
| | - SINGLE POWERPOINT 1500mm HIGH |
| | - DOUBLE POWERPOINT 1500mm HIGH |
| | - HARD WIRED GPO |
| | - SINGLE POWERPOINT 1800mm HIGH |
| | - GARAGE DOOR REMOTE GPO |
| F | - EXHAUST FAN |
| S | - SMOKE DETECTOR (HARD WIRED) |
| | - DOUBLE EXTERNAL GPO |
| TV | - TV POINT |
| T | - TELEPHONE POINT |
| D | - DATA POINT |
| MB | - METER BOX |
| GAS | - GAS METER |
| HWS | - HOT WATER SERVICE |
| | - 600L DOUBLE FLUROESCENT LIGHT |
| | - IXL TASTIC 2 GLOBE |
| | - IXL TASTIC 4 GLOBE |
| | - EVAPORATIVE COOLER OUTLET (APPROX) |
| | - REVERSE CYCLE FOR HEATING/COOLING OUTLET |
| TH | - THERMOSTAT |
| DB | - VIDEO INTERCOM EXTERNAL SCREEN LOCATION |
| M | - VIDEO INTERCOM INTERNAL SCREEN LOCATION |
| I | - ISOLATION SWITCH |
| MH | - MANHOLE LOCATION |
| SI | - SOLAR INVERTER |
| SP | - SPEAKERS |
| A | - ALARM UNIT |
| S | - ALARM SENSOR |
| | - 3 PHASE WEATHERPROOF 20A EXTERNAL ISOLATOR |

## ELECTRICAL LOCATIONS

PLEASE NOTE:
ADAPTO PLANS TAKE PRECEDENCE OVER STANDARD ELECTRICAL LAYOUT

## ARTIFICAL LIGHTING NOTES

PROVISION OF ARTIFICIAL LIGHTING IN ACCORDANCE WITH NCC 2025 PART 13.7.6
THE LAMP POWER DENSITY OR ILLUMINATION POWER DENSITY OF ARTIFICIAL LIGHTING EXCLUDING HEATERS THAT EMIT LIGHT MUST NOT EXCEED
-DWELLING- 5W/M2
-VERANDAH, BALCONY, PORCH - 4W/M2
-GARAGE - 3W/M2
WHERE ILLUMINATION POWER DENSITY IS USED IT MAY BE INCREASED BY DIVIDING IT BY THE ILLUMINATION POWER DENSITY ADJUSTMENT FACTOR IN TABLE 13.7.6.6 WHERE APPLICABLE

ARTIFICIAL LIGHT AROUND THE PERIMETER OF A BUILDING MUST
- BE CONTROLLED BY A DAYLIGHT SENSOR OR
- HAVE AN AVERAGE LIGHT SOURCE EFFICACY OF LESS THAN 40 LUMENS/W

ALL SMOKE DETECTORS ARE TO BE INTERCONNECTED

ALL DOWNLIGHTS ARE TO BE NON VENTED AND SEALED

ALL CEILING PENETRATIONS ARE **INDICATIVE ONLY** FINAL LOCATION MAY CHANGE DUE TO STRUCTURAL COMPONENTS OR HEATING LAYOUTS AS ADVISED BY THE MANUFACTURER

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SIGNED ..... DATE: .....
SIGNED ..... DATE: .....
WITNESSED ..... DATE: .....

**SHEET TITLE:** ELECTRICAL GROUND FLOOR PLAN
**SCALE:** 1:100
**SHEET SIZE:** A3
**SHEET:** 08 of 26

**HOUSE TYPE:** MONTEREY 359 (RHS)
**FACADE:** DAKOTA

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**CLIENT NA**
**JOB ADDRESS:** LOT 40 APOLLO DRIVE, LAKES ENTRANCE VIC 3909
**D.B. No:**
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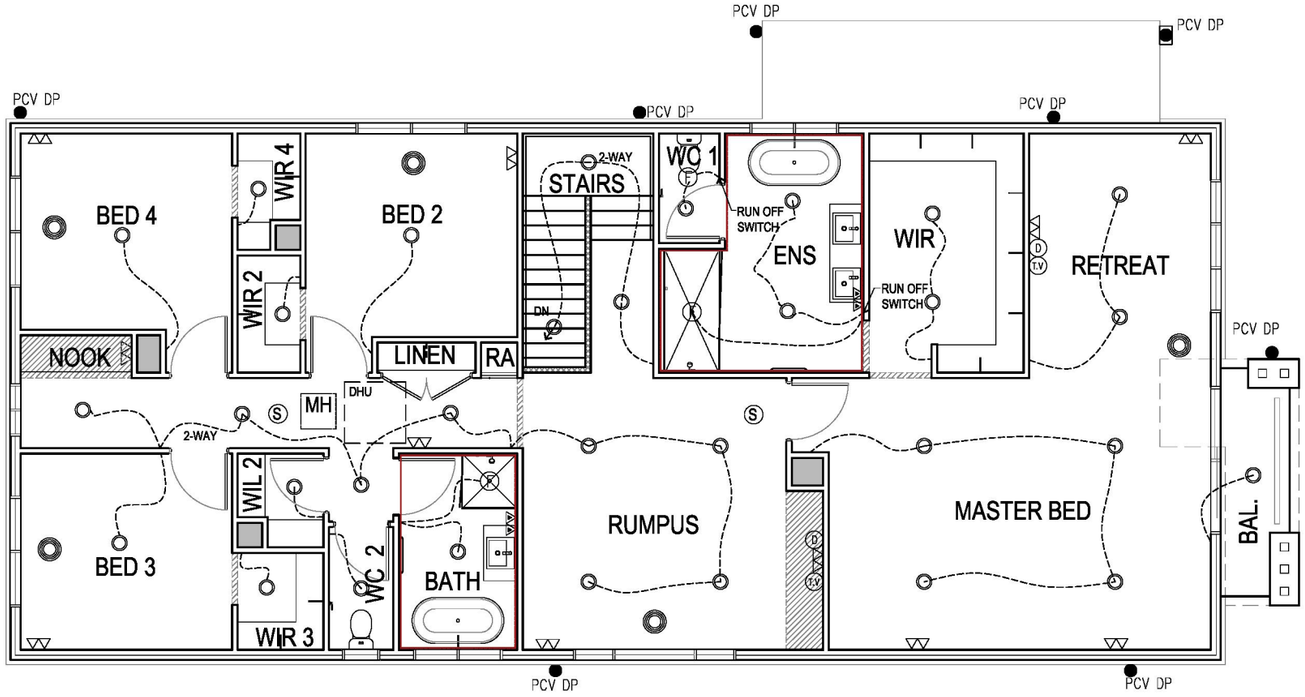
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SIGNED ..... DATE: .....
SIGNED ..... DATE: .....
WITNESSED ..... DATE: .....

**SHEET TITLE:** ELECTRICAL FIRST FLOOR PLAN
**SCALE:** 1:100
**SHEET SIZE:** A3
**SHEET:** 09 of 26

**HOUSE TYPE:** MONTEREY 359 (RHS)
**FACADE:** DAKOTA

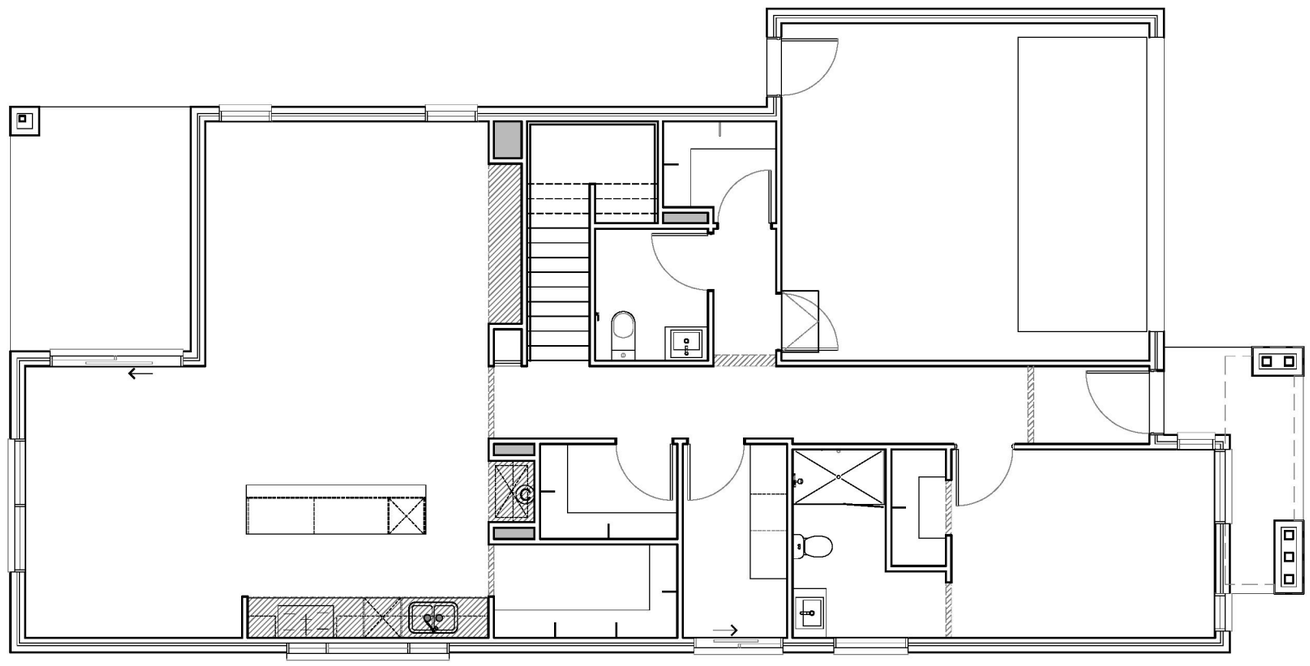
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**D.B. No:**
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SIGNED ..... DATE: .....
SIGNED ..... DATE: .....
WITNESSED ..... DATE: .....

**SHEET TITLE:** ELECTRICAL GROUND FLOOR PLAN (empty)
**SCALE:** 1:100
**SHEET SIZE:** A3
**SHEET:** 10 of 26

**HOUSE TYPE:** MONTEREY 359 (RHS)
**FACADE:** DAKOTA

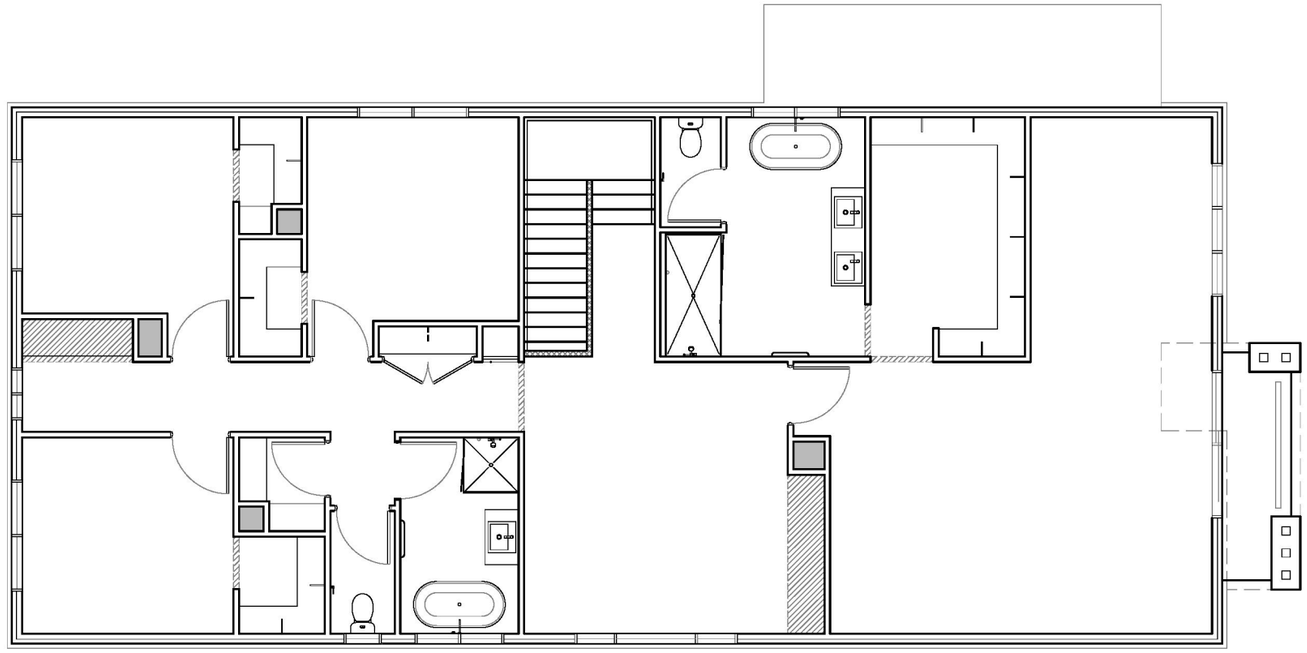
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Page 67 of 84

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SIGNED ..... DATE: .....
WITNESSED ..... DATE: .....

**SHEET TITLE:** ELECTRICAL FIRST FLOOR PLAN (empty)
**SCALE:** 1:100
**SHEET SIZE:** A3
**SHEET:** 11 of 26

**HOUSE TYPE:** MONTEREY 359 (RHS)
**FACADE:** DAKOTA

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**CLIENT NAME:**
**JOB ADDRESS:** LOT 40 APOLLO DRIVE, LAKES ENTRANCE VIC 3909
**D.B. No:**
**B.C. No:** 340672

Printed 20/10/2026
Page 68 of 84

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## FLOORING SCHEDULE

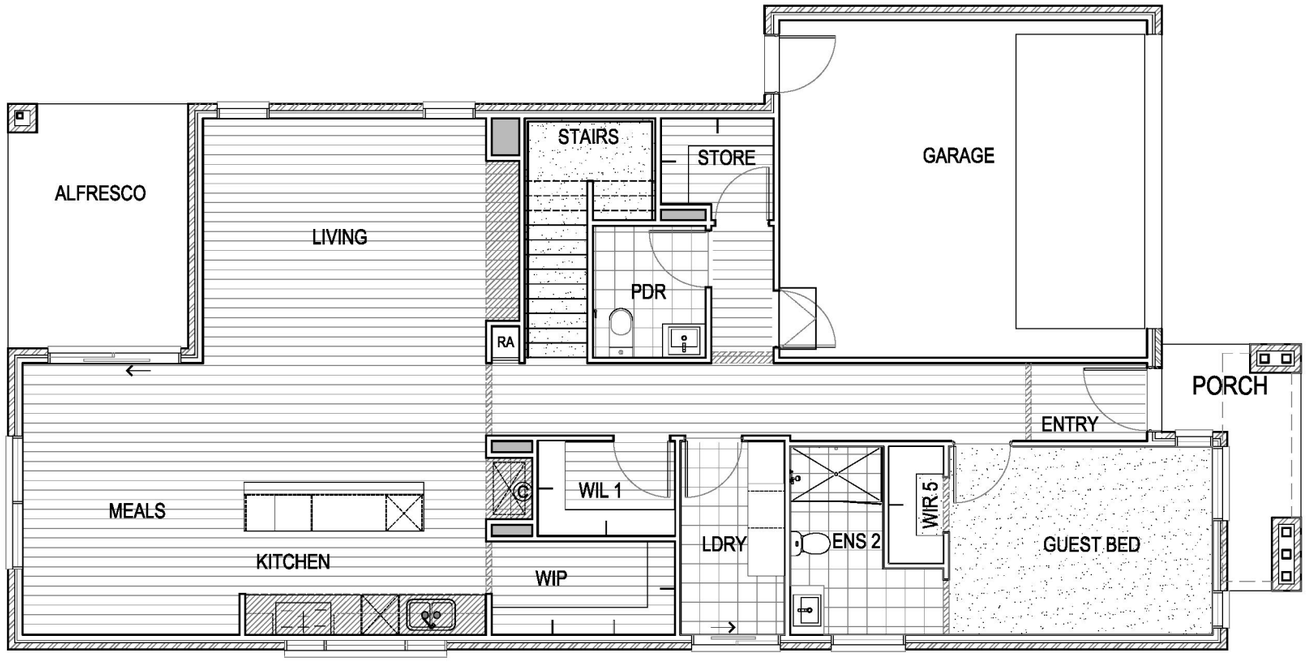
| | | | |
|---|---|---|---|
| GROUND FL: | CARPET: | 20.80m² | 2.24sq |
| | TILES: | 13.48m² | 1.45sq |
| | LAMINATE: | 76.66m² | 8.25sq |
| FIRST FL: | CARPET: | 135.26m² | 14.56sq |
| | TILES: | 20.88m² | 2.25sq |
| TOTAL: | | 267.08m² | 28.75sq |

FLOORING LEGEND

CARPET

TILES

LAMINATE




SHERRIDON HOMES® A HIGHER STANDARD
NEWLIVING
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CDB-U 50039
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SIGNED ..... DATE: .....
SIGNED ..... DATE: .....
WITNESSED ..... DATE: .....

**SHEET TITLE:** GF FLOOR COVERING PLAN
**SCALE:** 1:100
**SHEET SIZE:** A3
**SHEET:** 12 of 26

**HOUSE TYPE:** MONTEREY 359 (RHS)
**FACADE:** DAKOTA

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**D.B. No:**
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## FLOORING SCHEDULE

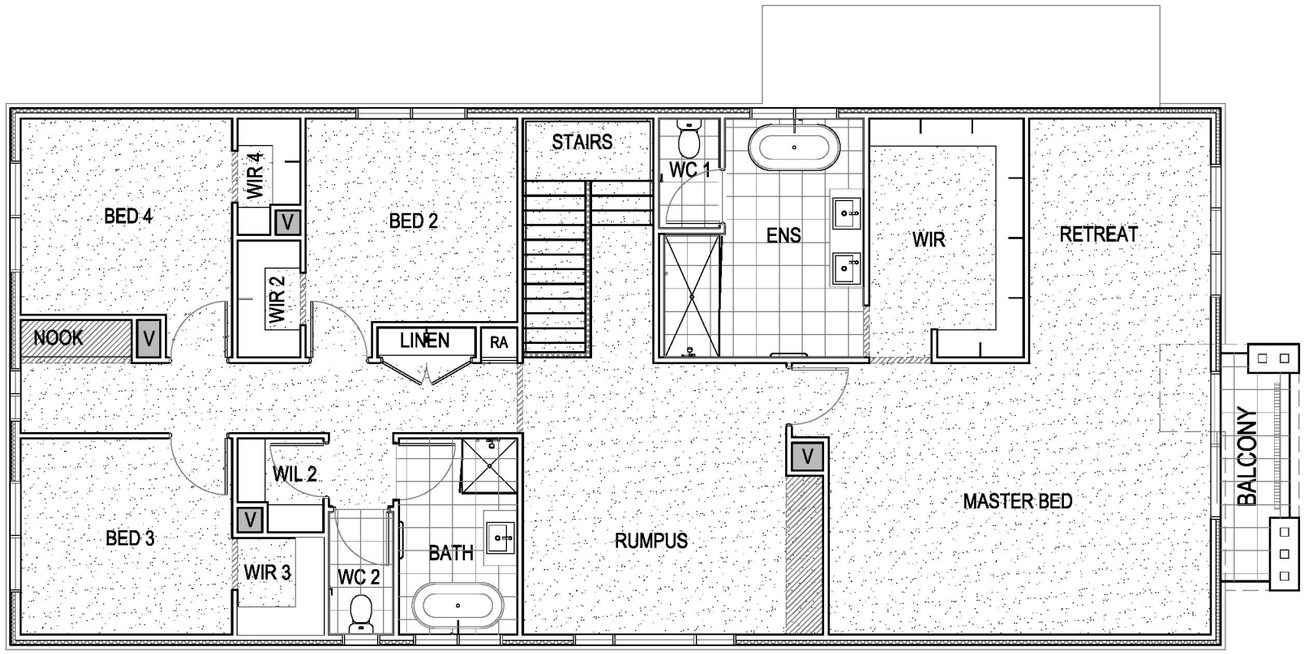
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|---|---|---|---|
| GROUND FL: | CARPET: | 20.80m² | 2.24sq |
| | TILES: | 13.48m² | 1.45sq |
| | LAMINATE: | 76.66m² | 8.25sq |
| FIRST FL: | CARPET: | 135.26m² | 14.56sq |
| | TILES: | 20.88m² | 2.25sq |
| TOTAL: | | 267.08m² | 28.75sq |

FLOORING LEGEND

CARPET

TILES

LAMINATE




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SIGNED ..... DATE: .....
SIGNED ..... DATE: .....
WITNESSED ..... DATE: .....

**SHEET TITLE:** FF FLOOR COVERING PLAN
**SCALE:** 1:100
**SHEET SIZE:** A3
**SHEET:** 13 of 26

**HOUSE TYPE:** MONTEREY 359 (RHS)
**FACADE:** DAKOTA

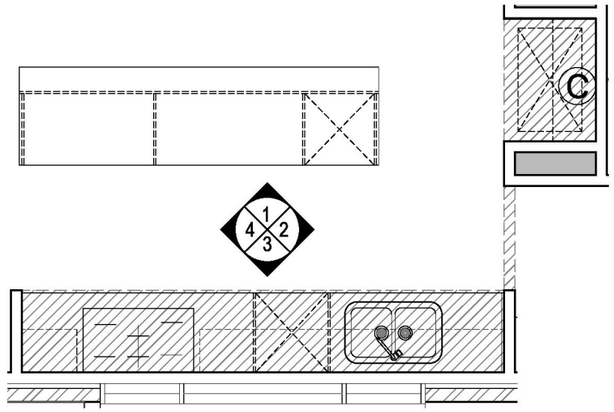
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**D.B. No:**
**B.C. No:** 340672

Printed 20/10/2026

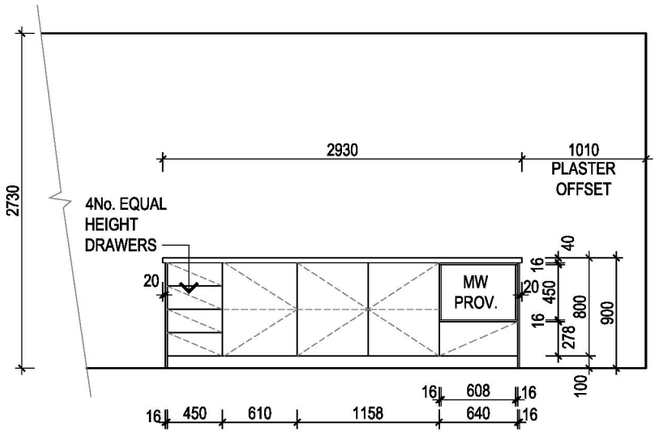
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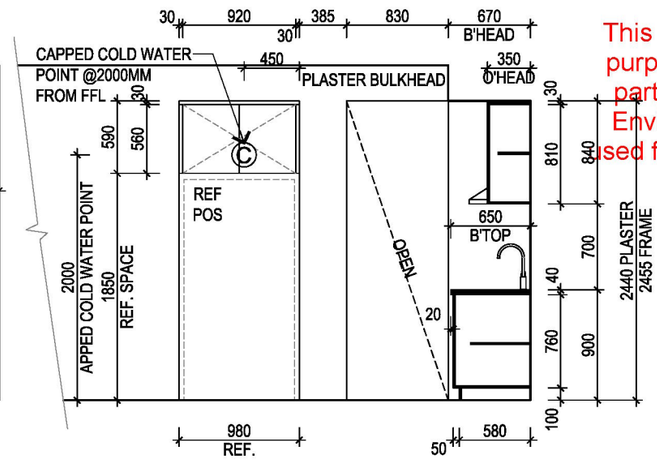



# KITCHEN

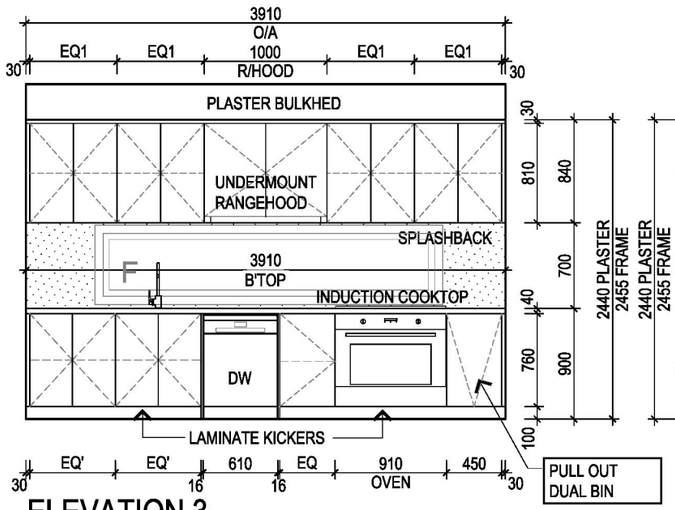
SCALE 1:50



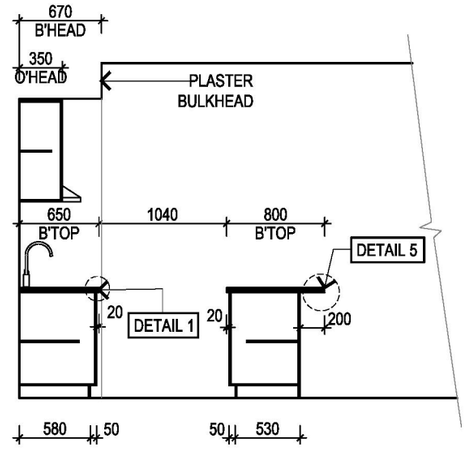

## ELEVATION 1



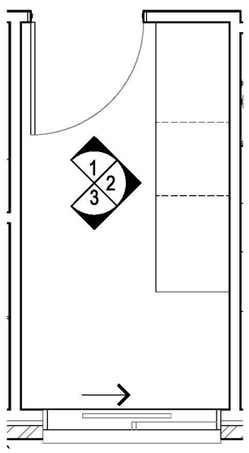

## ELEVATION 2




## ELEVATION 3

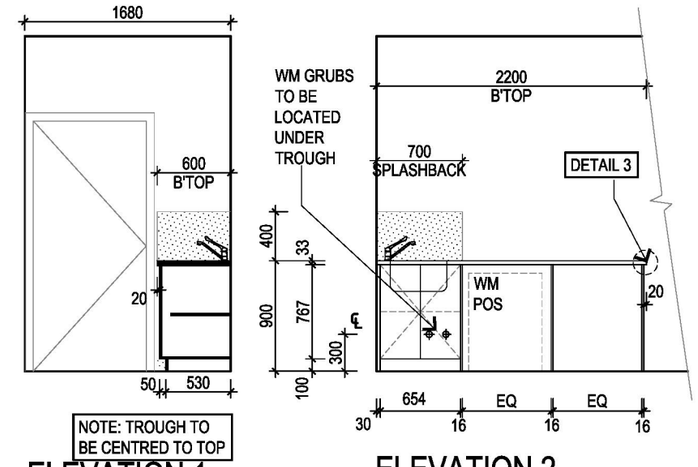



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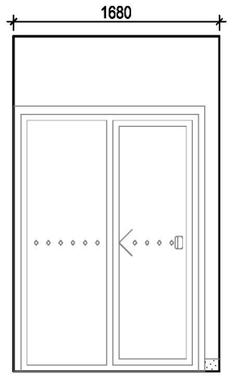

# L'DRY

SCALE 1:50




## ELEVATION 1

## ELEVATION 2




## ELEVATION 3

## KITCHEN BENCHTOP DETAILS

**40mm** CAESAR STONE BENCHTOP
**20mm** BENCHTOP OVERHANG **(EXCLUDING STOOL SPACE)**
**NO** SHADOWLINE
**16mm** LAMINATE END PANELS **(EXCLUDING ISLAND BENCH OVERHANG)**

## LAUNDRY BENCHTOP DETAILS

**33mm** LAMINATE BENCHTOP
**20mm** BENCHTOP OVERHANG
**NO** SHADOWLINE
**16mm** LAMINATE END PANELS

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SIGNED ..... DATE: .....
SIGNED ..... DATE: .....
WITNESSED ..... DATE: .....

**SHEET TITLE:** INTERNAL ELEVATIONS 01
**SCALE:** 1:50
**SHEET SIZE:** A3
**SHEET:** 14 of 26

**HOUSE TYPE:** MONTEREY 359 (RHS)
**FACADE:** DAKOTA

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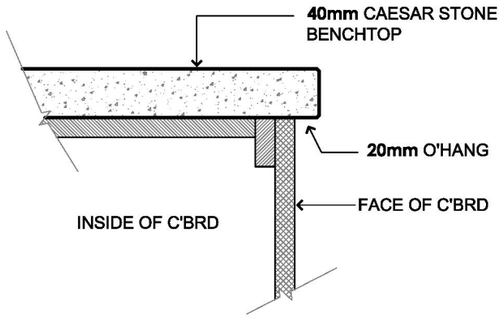
**CLIENT NAME:**
**JOB ADDRESS:** LOT 40 APOLLO DRIVE, LAKES ENTRANCE VIC 3909
**D.B. No:**
**B.C. No:** 340672

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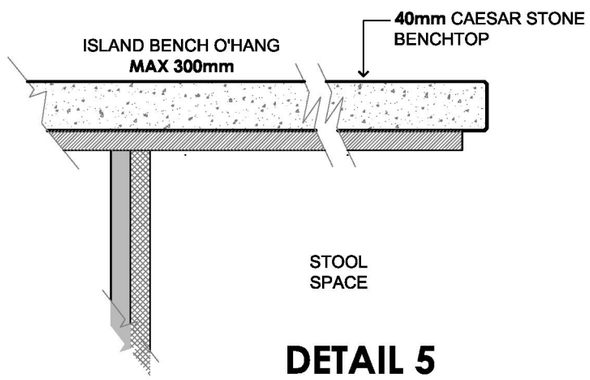
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## KITCHEN

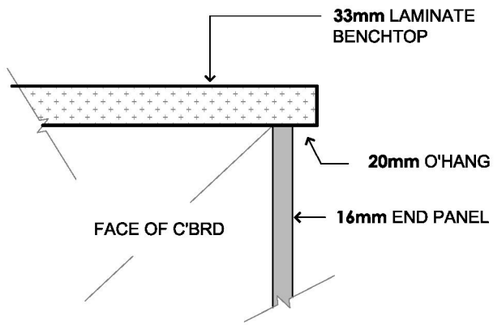



**DETAIL 1**



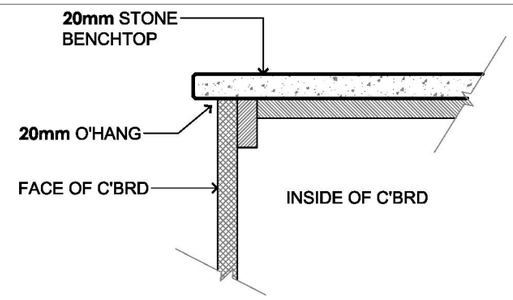

**DETAIL 5**

## LAUNDRY



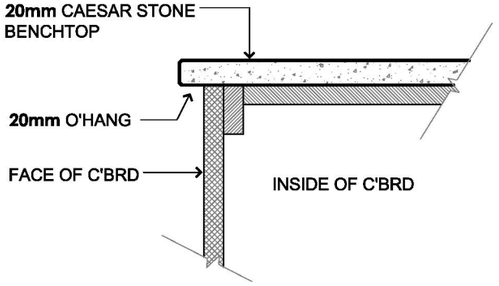

**DETAIL 3**

## ENS 2



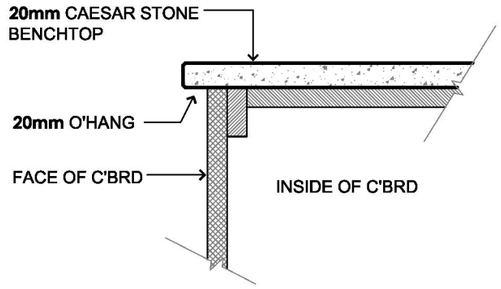

**DETAIL 1**

## ENSUITE



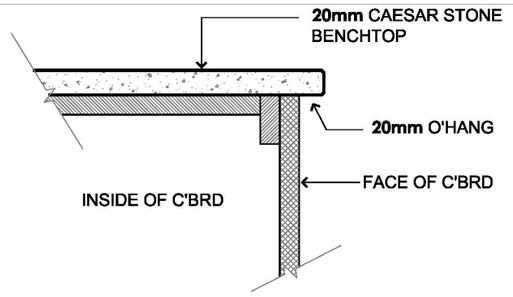

**DETAIL 1**

## PDR




**DETAIL 1**

## BATH




**DETAIL 1**

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SIGNED ..... DATE: .....
SIGNED ..... DATE: .....
WITNESSED ..... DATE: .....

**SHEET TITLE:** BENCHTOP DETAILS
**SCALE:** 1:5
**SHEET SIZE:** A3
**SHEET:** 15 of 26

**HOUSE TYPE:** MONTEREY 359 (RHS)
**FACADE:** DAKOTA

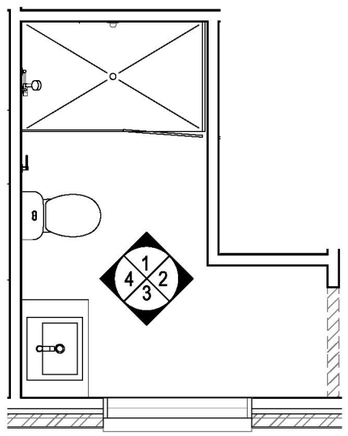
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**CLIENT NAME**
**JOB ADDRESS:** LOT 40 APOLLO DRIVE, LAKES ENTRANCE VIC 3909
**D.B. No:**
**B.C. No:** 340672

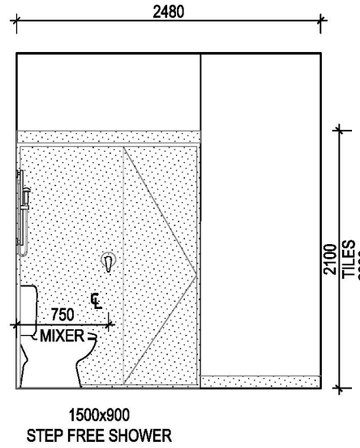
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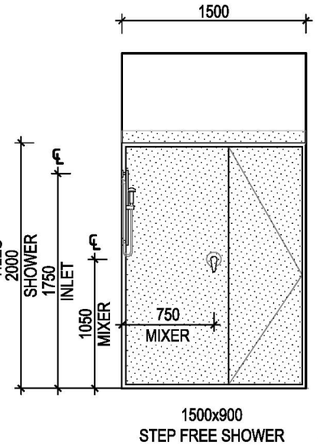



ENS 2
SCALE 1:50



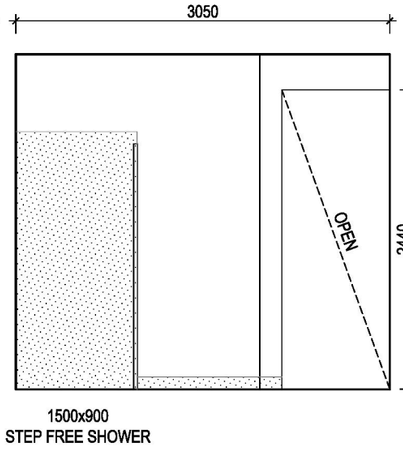

1500x900
STEP FREE SHOWER

ELEVATION 1



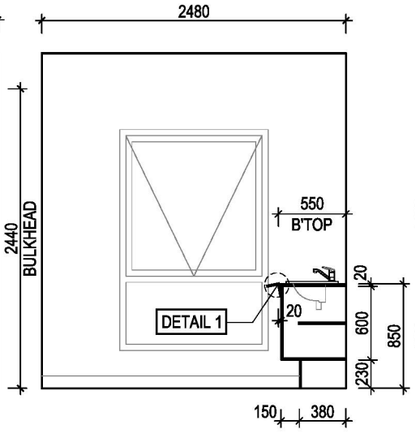

1500x900
STEP FREE SHOWER

ELEVATION 1'

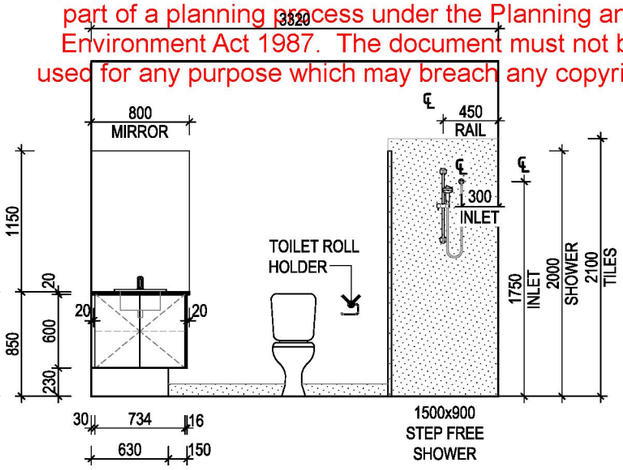



1500x900
STEP FREE SHOWER

ELEV. 2




ELEVATION 3




1500x900
STEP FREE SHOWER

ELEVATION 4




WIR 5
SCALE 1:50




ELEVATION 1 ELEV. 2 ELEV. 3 ELEV. 4

## ENSUITE 2 BENCHTOP DETAILS

**20mm** STONE BENCHTOP
**20mm** BENCHTOP OVERHANG
**NO** SHADOWLINE

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SIGNED ..... DATE: .....
SIGNED ..... DATE: .....
WITNESSED ..... DATE: .....

**SHEET TITLE:** INTERNAL ELEVATIONS 02
**SCALE:** 1:50
**SHEET SIZE:** A3
**SHEET:** 16 of 26

**HOUSE TYPE:** MONTEREY 359 (RHS)
**FACADE:** DAKOTA

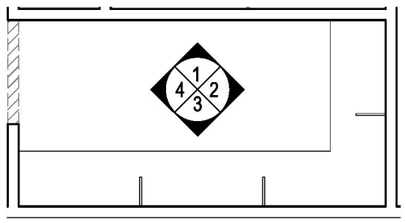
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**JOB ADDRESS:** LOT 40 APOLLO DRIVE, LAKES ENTRANCE VIC 3909
**D.B. No:**
**B.C. No:** 340672

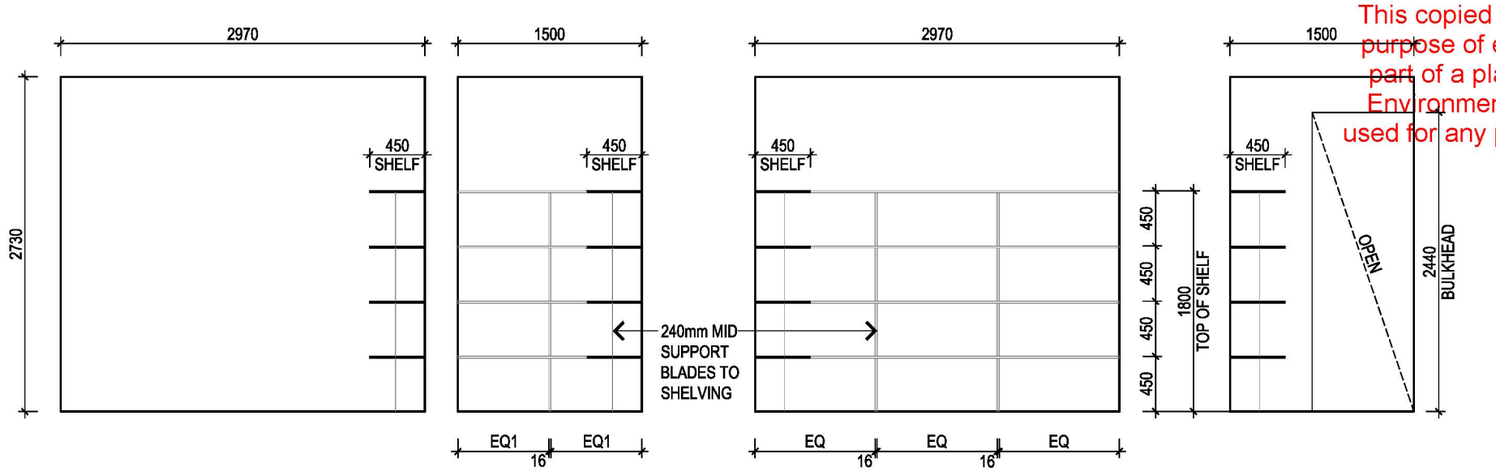
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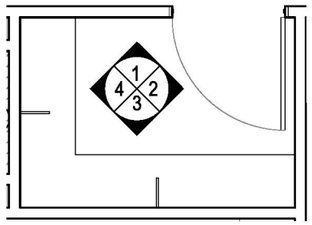
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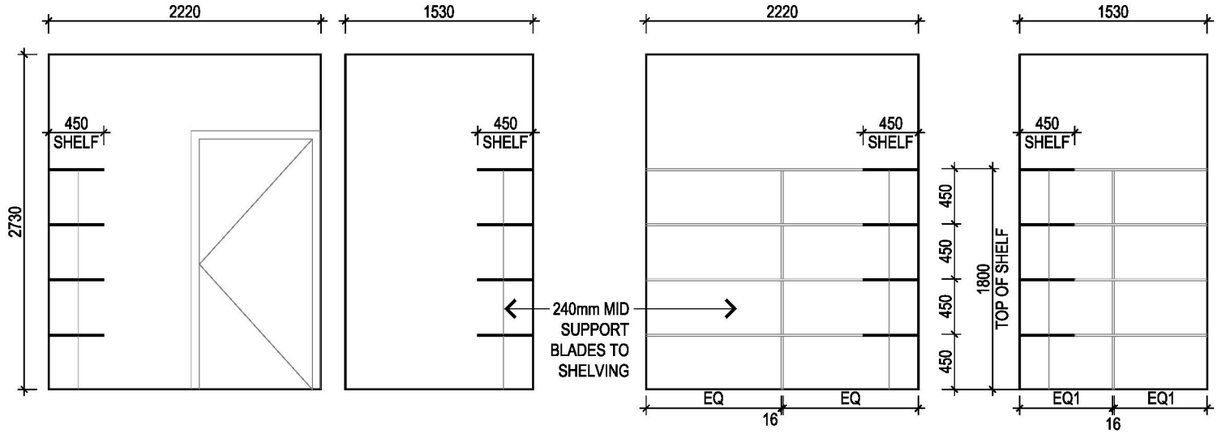

## WIP
SCALE 1:50



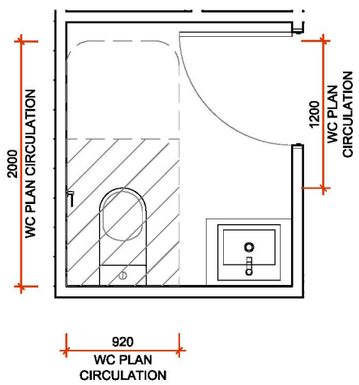

ELEVATION 1 | ELEV. 2 | ELEVATION 3 | ELEV. 4



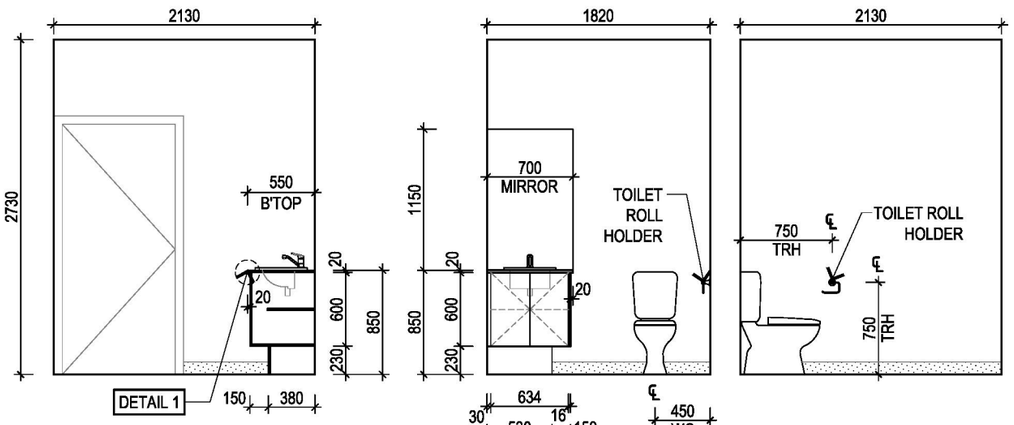

## WIL 1
SCALE 1:50




ELEVATION 1 | ELEV. 2 | ELEVATION 3 | ELEV. 4




## PDR
SCALE 1:50




ELEVATION 2 | ELEVATION 3 | ELEVATION 4

## POWDER BENCHTOP DETAILS

**20mm** CAESAR STONE BENCHTOP
**20mm** BENCHTOP OVERHANG
**NO** SHADOWLINE

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SIGNED ..... DATE: .....
SIGNED ..... DATE: .....
WITNESSED ..... DATE: .....

**SHEET TITLE:** INTERNAL ELEVATIONS 02
**SCALE:** 1:50
**SHEET SIZE:** A3
**SHEET:** 16 of 26

**HOUSE TYPE:** MONTEREY 359 (RHS)
**FACADE:** DAKOTA

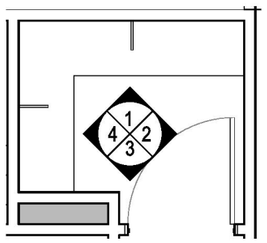
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**D.B. No:**
**B.C. No:** 340672

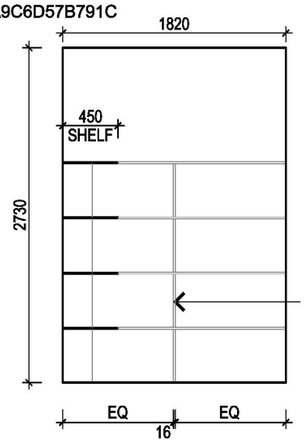
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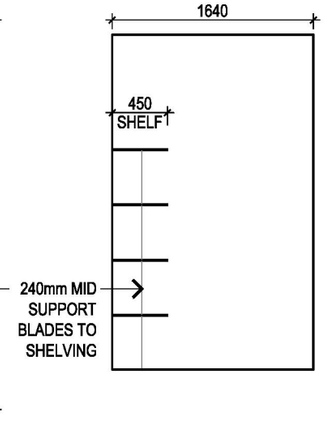
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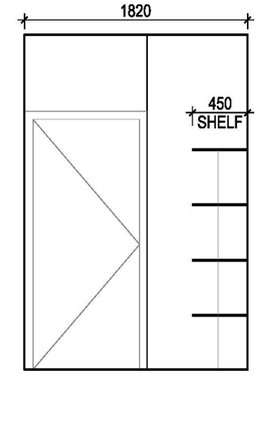

STORE
SCALE 1:50



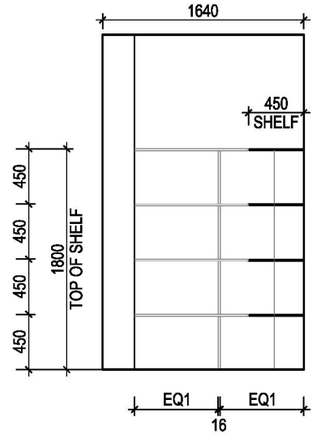

ELEVATION 1




ELEVATION 2




ELEVATION 3




ELEVATION 4

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A HIGHER STANDARD
NEWLIVING

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**W** sherridonhomes.com.au

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SIGNED ..... DATE: .....
WITNESSED ..... DATE: .....

**SHEET TITLE:** INTERNAL ELEVATIONS 03
**SCALE:** 1:50
**SHEET SIZE:** A3
**SHEET:** 17 of 26

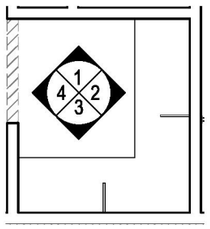
**HOUSE TYPE:** MONTEREY 359 (RHS)
**FACADE:** DAKOTA

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**CLIENT NAME**
**JOB ADDRESS:** LOT 40 APOLLO DRIVE, LAKES ENTRANCE VIC 3909
**D.B. No:**
**B.C. No:** 340672

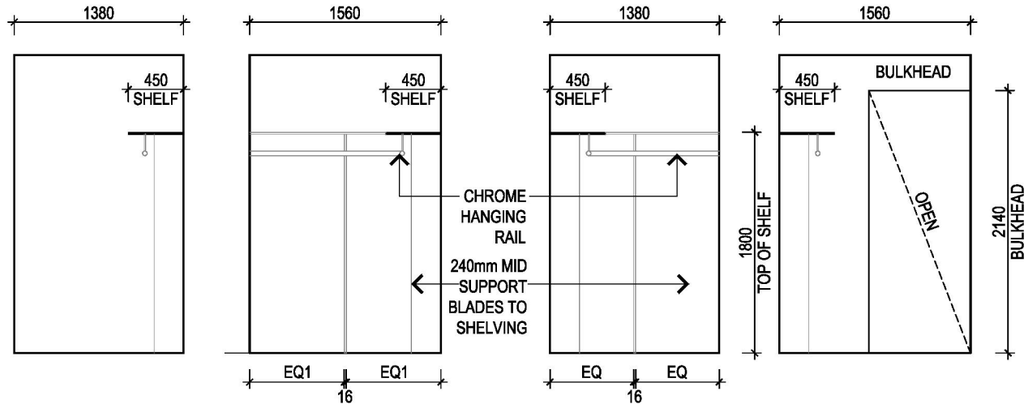
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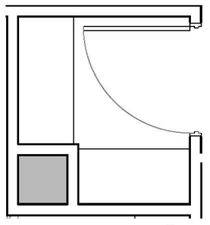



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SCALE 1:50



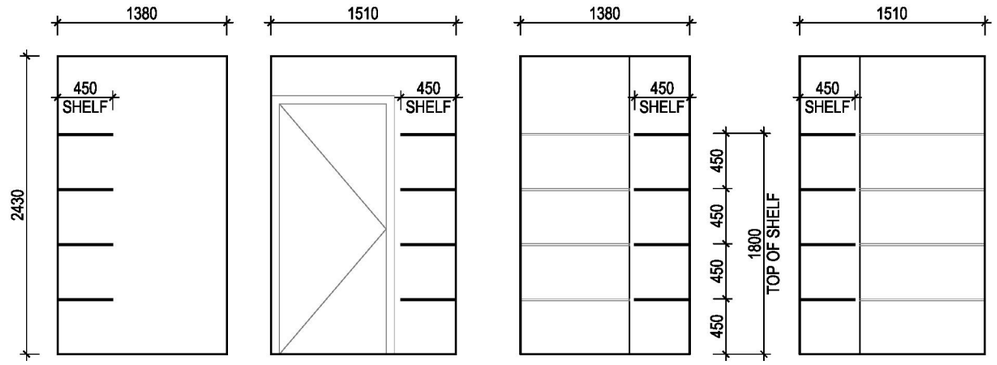

ELEVATION 3 ELEVATION 2 ELEVATION 1 ELEVATION 4



## WIL 2

SCALE 1:50




ELEVATION 1 ELEVATION 2 ELEVATION 3 ELEVATION 4

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SIGNED ..... DATE: .....
WITNESSED ..... DATE: .....

**SHEET TITLE:** INTERNAL ELEVATIONS 04
**SCALE:** 1:50
**SHEET SIZE:** A3
**SHEET:** 18 of 26

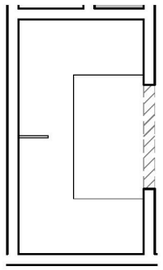
**HOUSE TYPE:** MONTEREY 359 (RHS)
**FACADE:** DAKOTA

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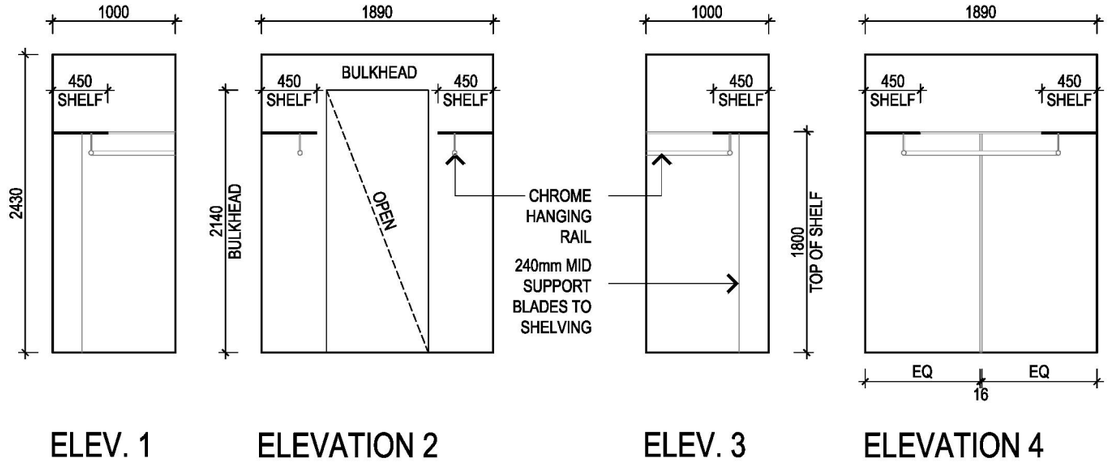
**CLIENT NAME**
**JOB ADDRESS:** LOT 40 APOLLO DRIVE, LAKES ENTRANCE VIC 3909
**D.B. No:**
**B.C. No:** 340672

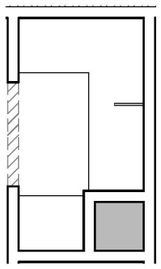
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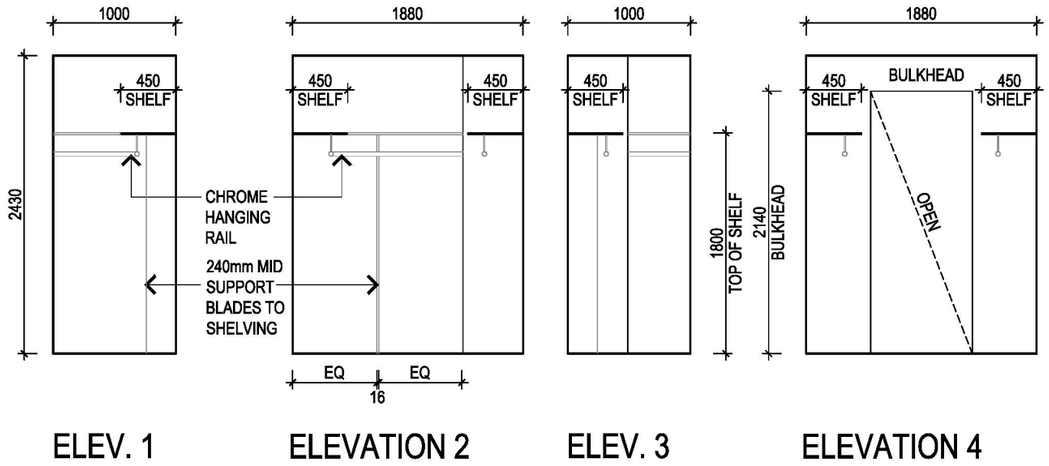


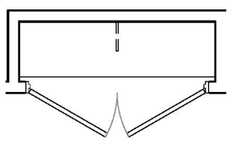
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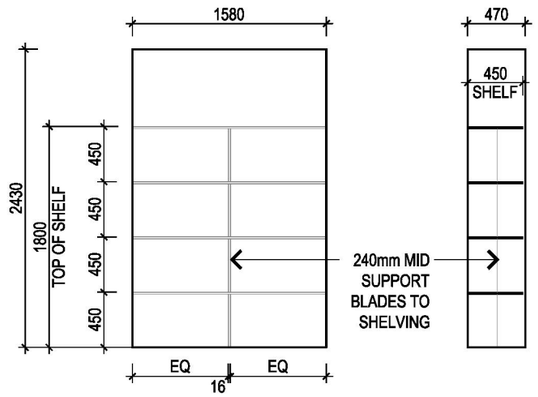



## WIR 4
SCALE 1:50



## LINEN
SCALE 1:50




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SIGNED ..... DATE: .....
WITNESSED ..... DATE: .....

**SHEET TITLE:** INTERNAL ELEVATIONS 05
**SCALE:** 1:50
**SHEET SIZE:** A3
**SHEET:** 19 of 26

**HOUSE TYPE:** MONTEREY 359 (RHS)
**FACADE:** DAKOTA

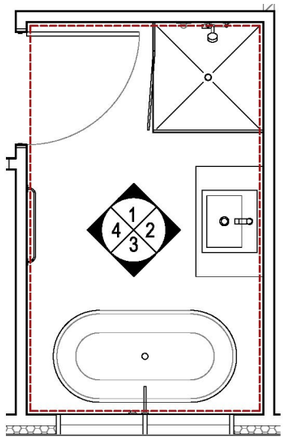
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**CLIENT NAM**
**JOB ADDRESS:** LOT 40 APOLLO DRIVE, LAKES ENTRANCE VIC 3909
**D.B. No:**
**B.C. No:** 340672

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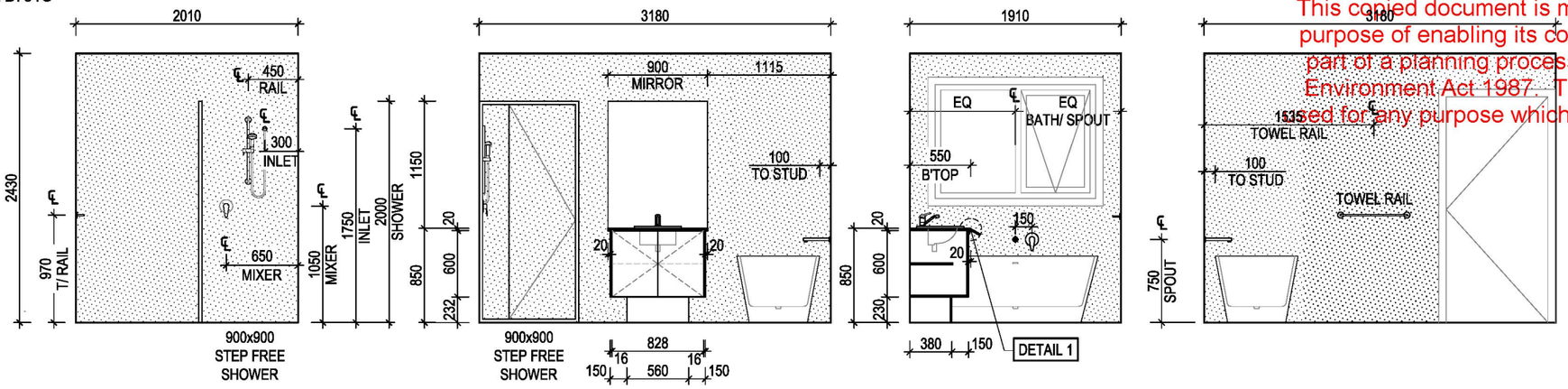
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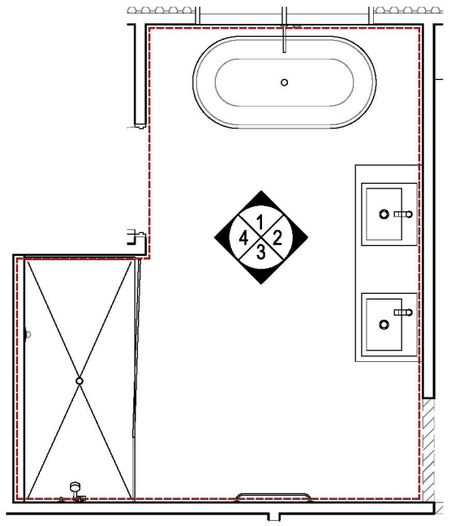



# BATH

SCALE 1:50

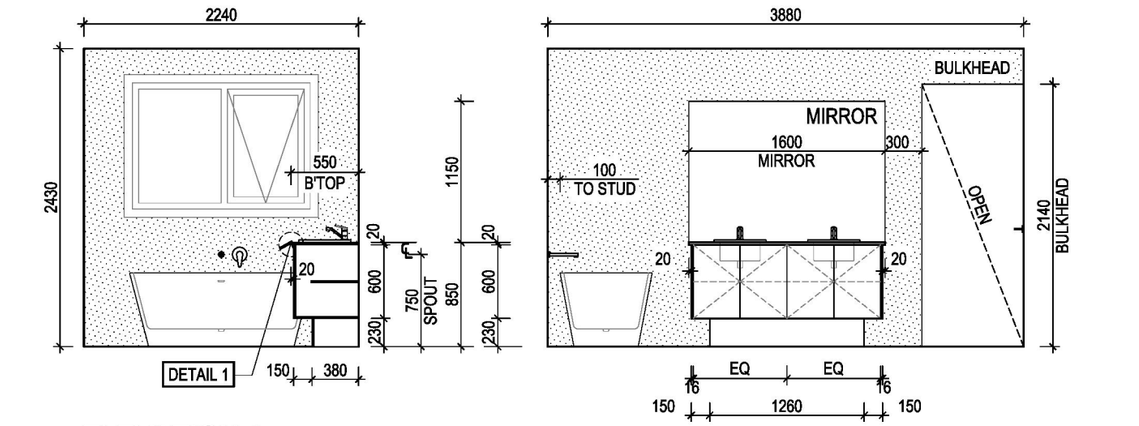



ELEVATION 1 | ELEVATION 2 | ELEVATION 3 | ELEVATION 4

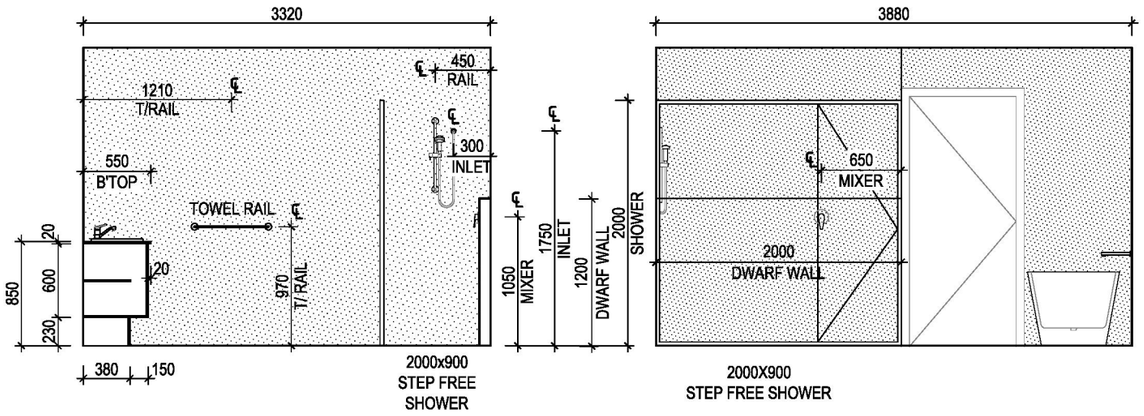



# ENS

SCALE 1:50




ELEVATION 1 | ELEVATION 2




ELEVATION 3 | ELEVATION 4

| NOTE |
|---|
| PROVIDE FLOOR TO CEILING WALL TILES TO BATH & ENS |

## BATHROOM BENCHTOP DETAILS

**20mm** CAESAR STONE BENCHTOP
**20mm** BENCHTOP OVERHANG
**NO** SHADOWLINE

## ENSUITE BENCHTOP DETAILS

**20mm** CAESAR STONE BENCHTOP
**20mm** BENCHTOP OVERHANG
**NO** SHADOWLINE

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Derrimut VIC 3026
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SIGNED ..... DATE: .....
SIGNED ..... DATE: .....
WITNESSED ..... DATE: .....

**SHEET TITLE:** INTERNAL ELEVATIONS 06
**SCALE:** 1:50
**SHEET SIZE:** A3
**SHEET:** 20 of 26

**HOUSE TYPE:** MONTEREY 359 (RHS)
**FACADE:** DAKOTA

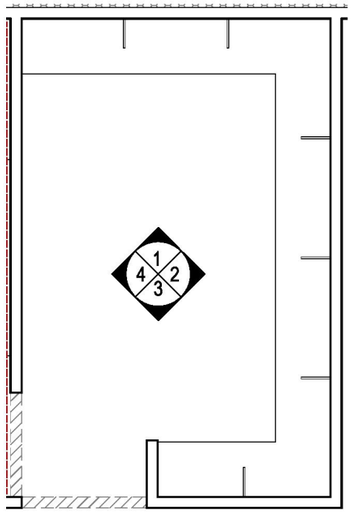
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**CLIENT NAME:** !
**JOB ADDRESS:** LOT 40 APOLLO DRIVE, LAKES ENTRANCE VIC 3909
**D.B. No:**
**B.C. No:** 340672

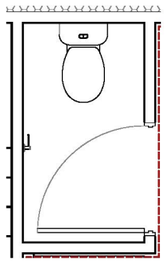
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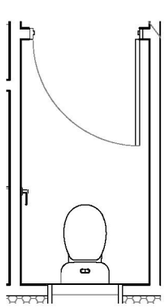
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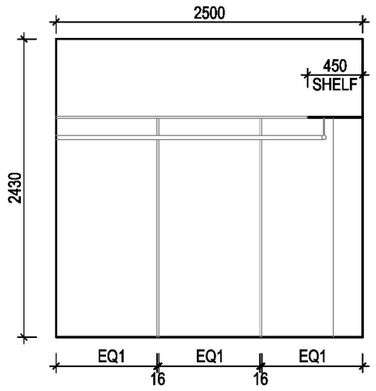

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SCALE 1:50



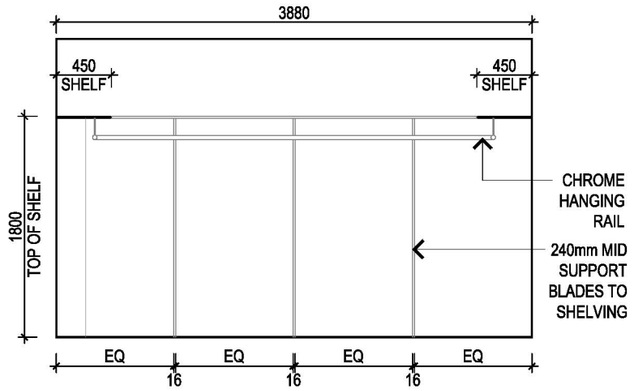
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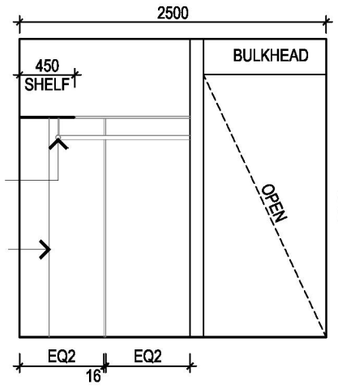
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SCALE 1:50



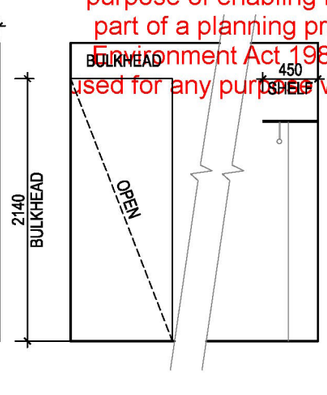

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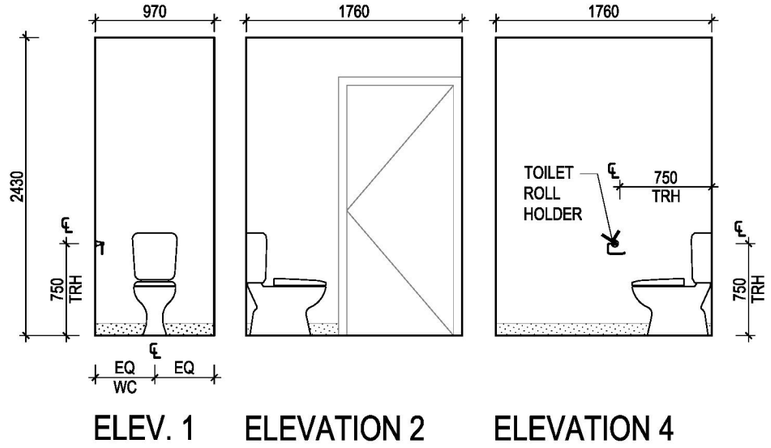

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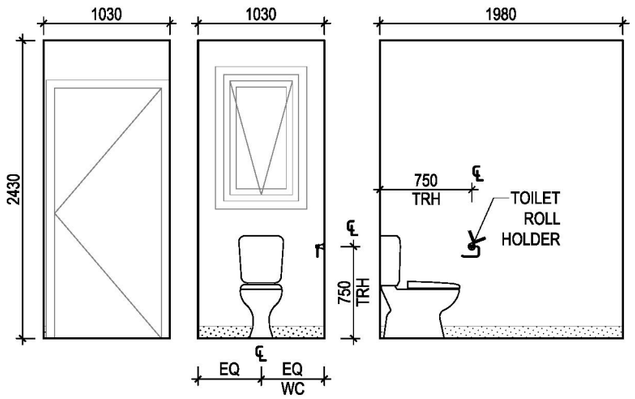

## ELEVATION 3




## ELEVATION 4




## ELEV. 1 ELEVATION 2 ELEVATION 4




## ELEV. 1 ELEV. 3 ELEVATION 4

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SIGNED ..... DATE: .....
WITNESSED ..... DATE: .....

**SHEET TITLE:** INTERNAL ELEVATIONS 07
**SCALE:** 1:50
**SHEET SIZE:** A3
**SHEET:** 21 of 26

**HOUSE TYPE:** MONTEREY 359 (RHS)
**FACADE:** DAKOTA

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**JOB ADDRESS:** LOT 40 APOLLO DRIVE, LAKES ENTRANCE VIC 3909
**D.B. No:**
**B.C. No:** 340672

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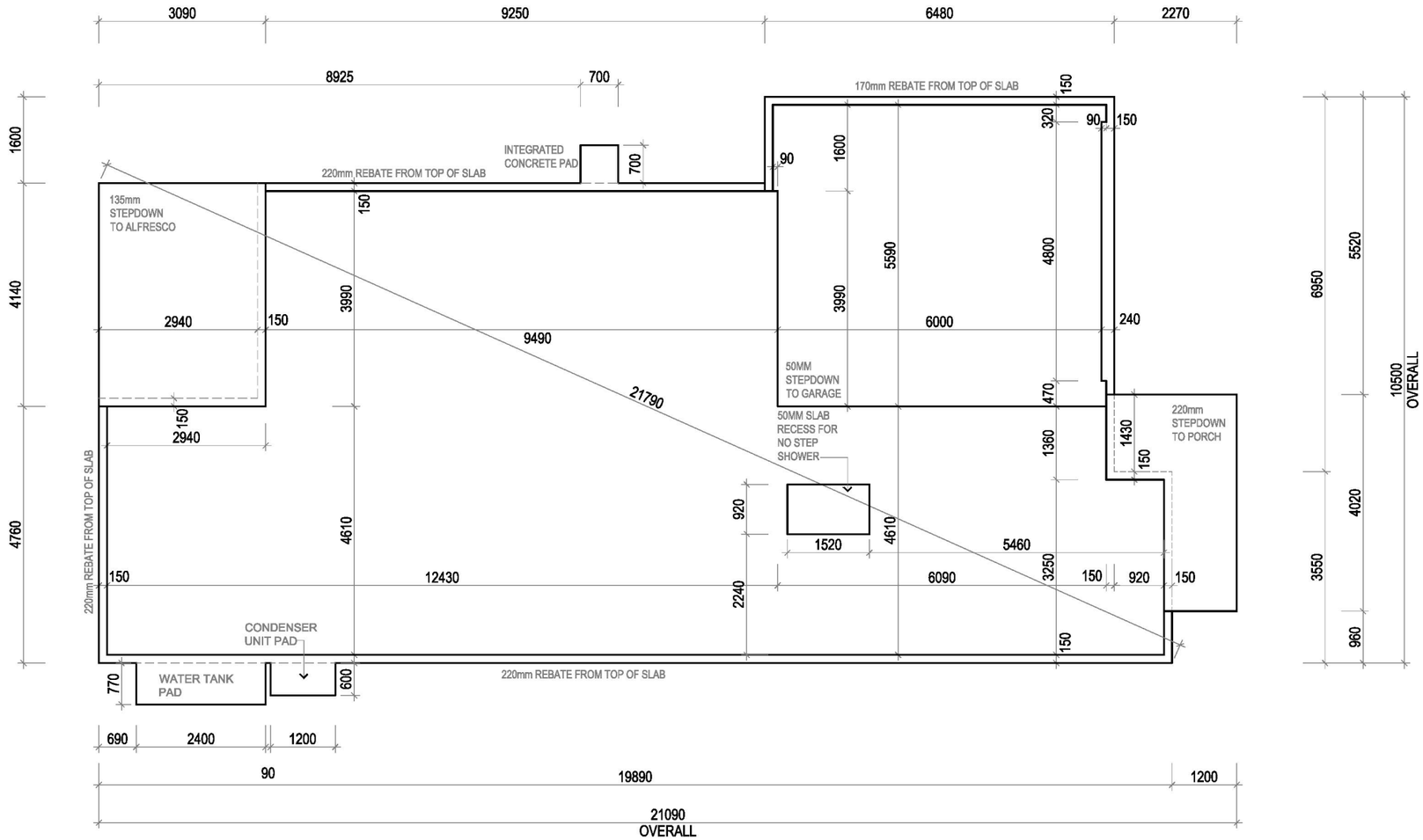
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REFER TO GENERAL NOTES FOR SLAB PENETRATIONS. REFER TO STRUCTURAL ENGINEERING PLANS FOR CONCRETE SLAB CONSTRUCTION.
SLAB TO BE DESIGNED BASED ON SOIL CLASSIFICATION AS PER AS2870

**PORCH NOTES:**

NO WEEP HOLES REQUIRED TO PORCH




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SIGNED ..... DATE: .....
SIGNED ..... DATE: .....
WITNESSED ..... DATE: .....

**SHEET TITLE:** SLAB PLAN
**SCALE:** 1:100
**SHEET SIZE:** A3
**SHEET:** 22 of 26

**HOUSE TYPE:** MONTEREY 359 (RHS)
**FACADE:** DAKOTA

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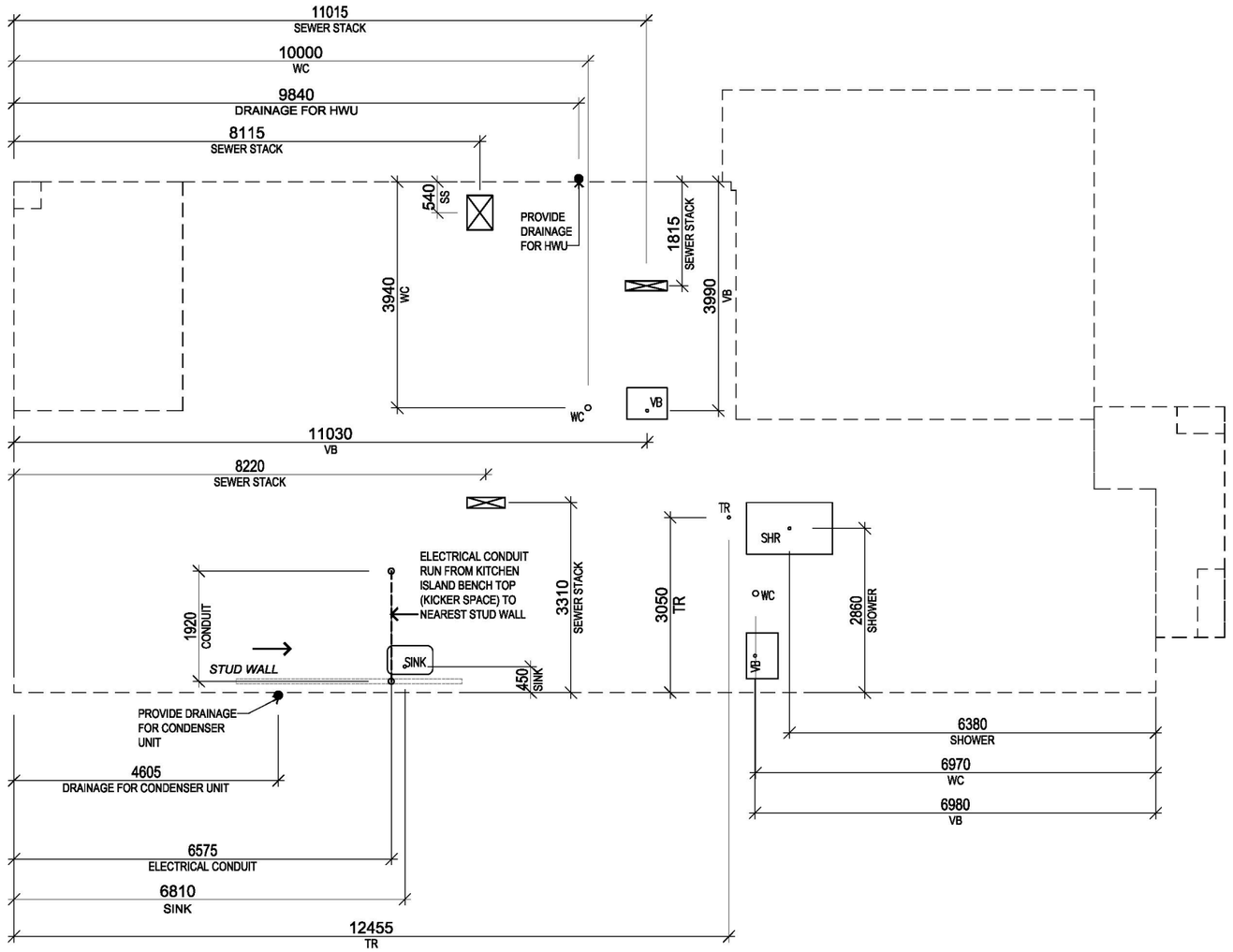
**CLIENT NAME**
**JOB ADDRESS:** LOT 40 APOLLO DRIVE, LAKES ENTRANCE VIC 3909
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SIGNED ..... DATE: .....
WITNESSED ..... DATE: .....

**SHEET TITLE:** HYDROLIC PLAN
**SCALE:** 1:100
**SHEET SIZE:** A3
**SHEET:** 23 of 26

**HOUSE TYPE:** MONTEREY 359 (RHS)
**FACADE:** DAKOTA

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**CLIENT NAME**
**JOB ADDRESS:** LOT 40 APOLLO DRIVE, LAKES ENTRANCE VIC 3909
**D.B. No:**
**B.C. No:** 340672

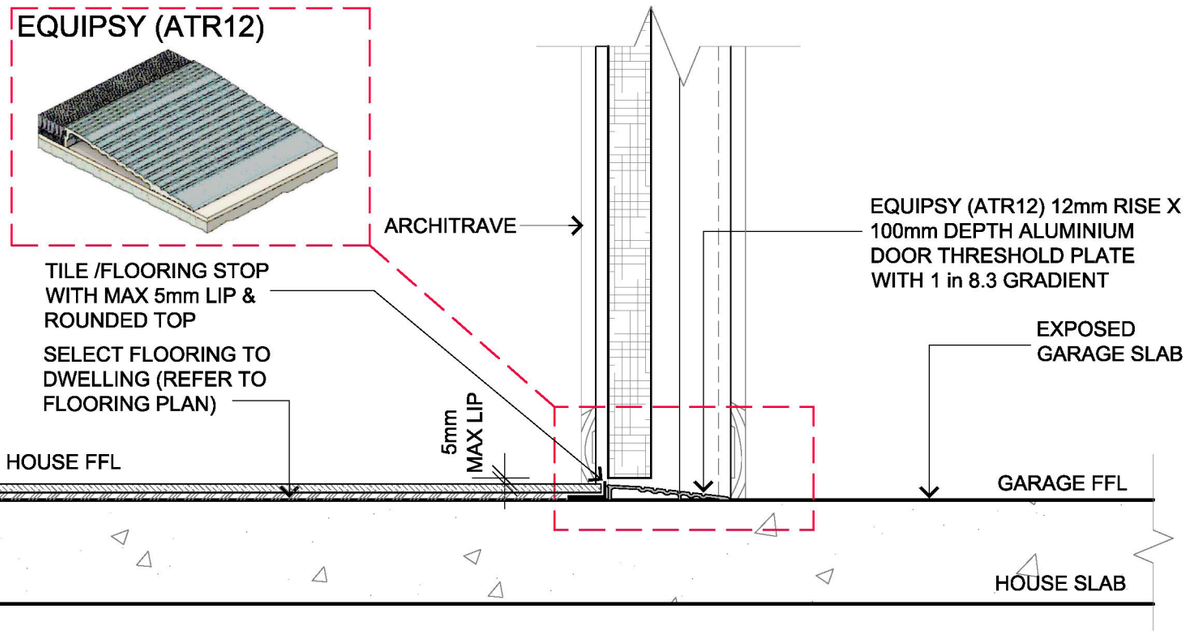
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# NCC 2025 LIVABLE HOUSING DETAILS

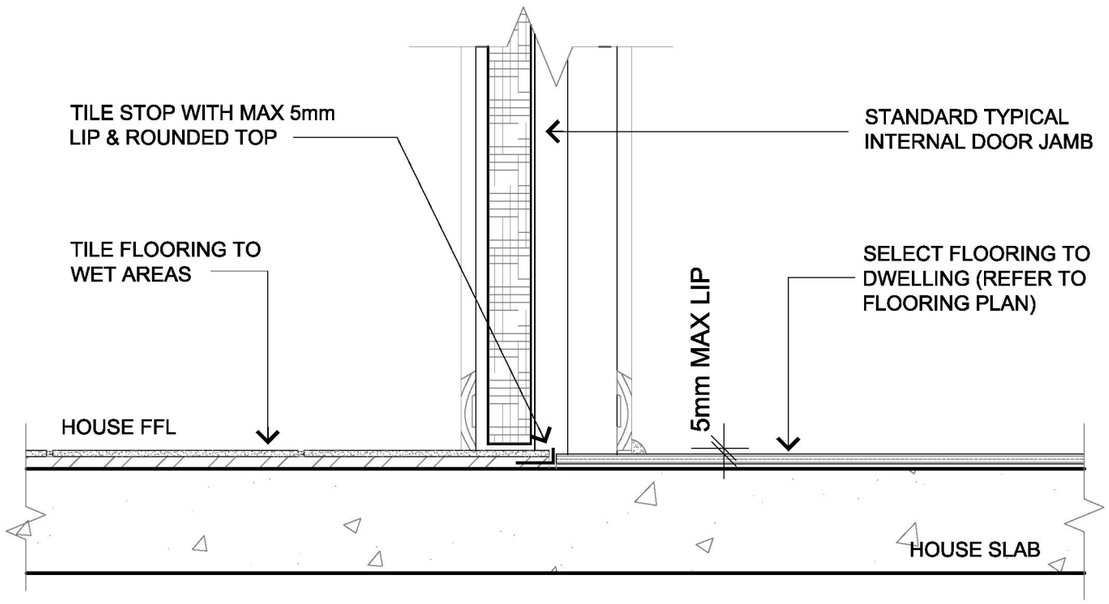
DETAILS ARE GENERIC, PLEASE REFER TO FLOOR PLAN

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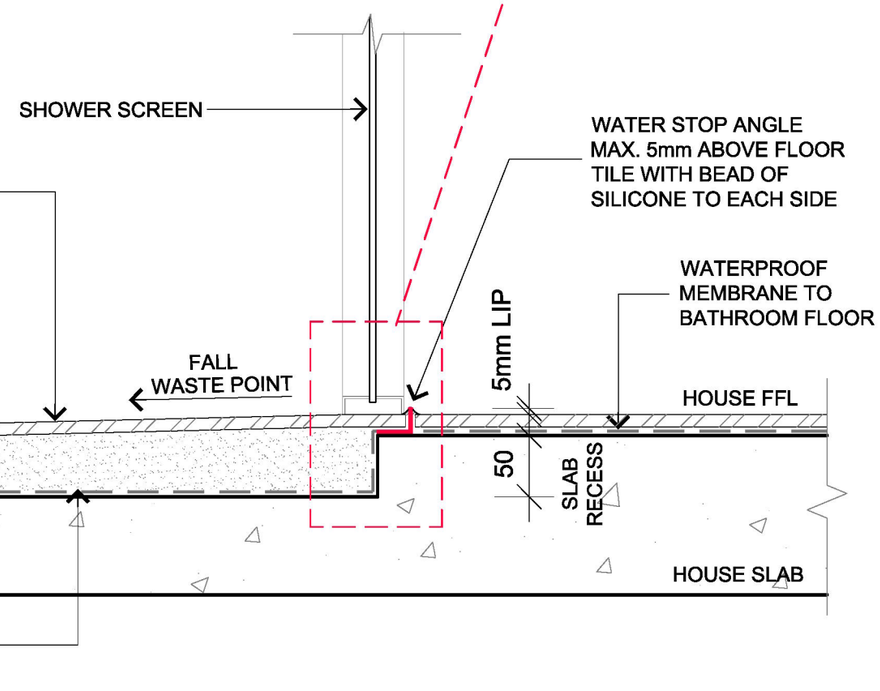

## GARAGE / HOUSE STEP FREE THRESHOLD DETAIL

SCALE 1:5




## INTERNAL STEP FREE THRESHOLD DETAIL

SCALE 1:5




## STEP FREE SHOWER RECESS DETAIL

SCALE 1:5

SHERRIDON HOMES
A HIGHER STANDARD
NEWLIVING

56 Barclay Road,
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CDB-U 50039
P +613 8390 5000
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W sherridonhomes.com.au

**PLEASE READ CAREFULLY**

I / WE ACKNOWLEDGE THAT THESE PLANS ARE CORRECT & REFLECT ALL THE ITEMS REQUESTED IN OUR BUILDING CONTRACT WITH SHERRIDON HOMES PTY LTD . I'M ALSO AWARE THAT IF ANY FURTHER CHANGES ARE REQUIRED TO BE MADE A $1000.00 VARIATION FEE WILL OCCUR.

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SIGNED ..... DATE: .....
WITNESSED ..... DATE: .....

**SHEET TITLE:** NCC DETAILS
**SCALE:** 1:10
**SHEET SIZE:** A3
**SHEET:** 24 of 26

**HOUSE TYPE:** MONTEREY 359 (RHS)
**FACADE:** DAKOTA

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**CLIENT NAME:**
**JOB ADDRESS:** LOT 40 APOLLO DRIVE, LAKES ENTRANCE VIC 3909
**D.B. No:**
**B.C. No:** 340672

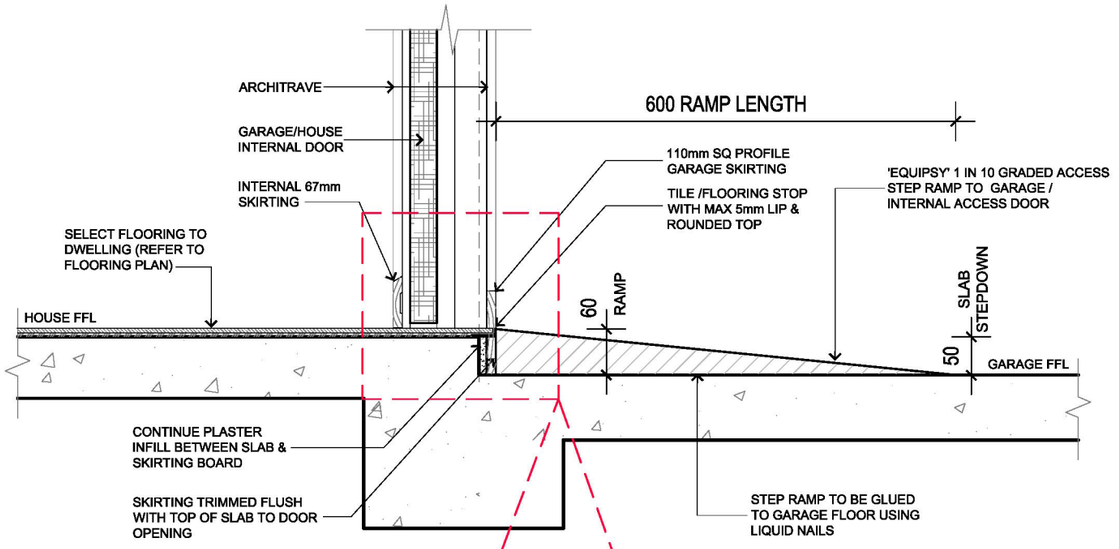
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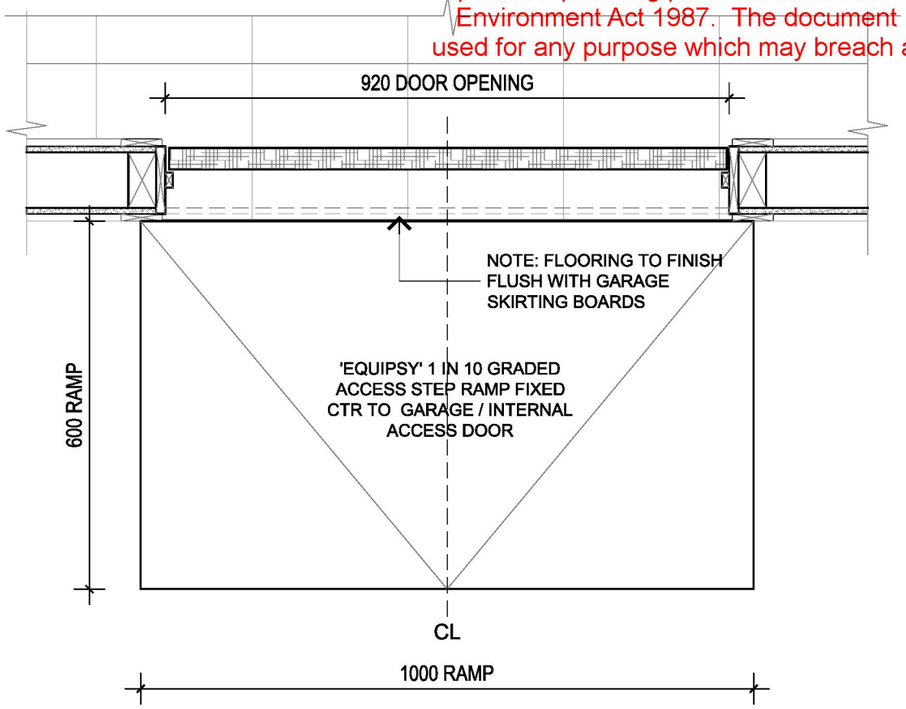
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# NCC 2025 LIVABLE HOUSING DETAILS

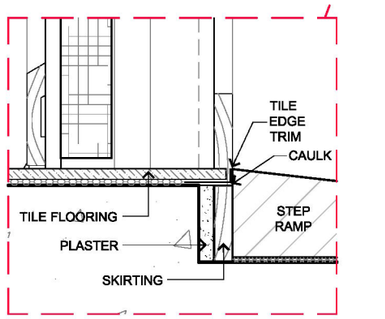
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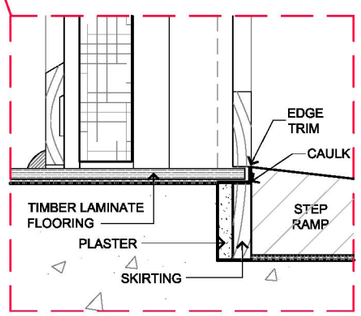

INT ACCESS GARAGE/HOUSE DOOR DETAIL - SECTION
SCALE N.T.S



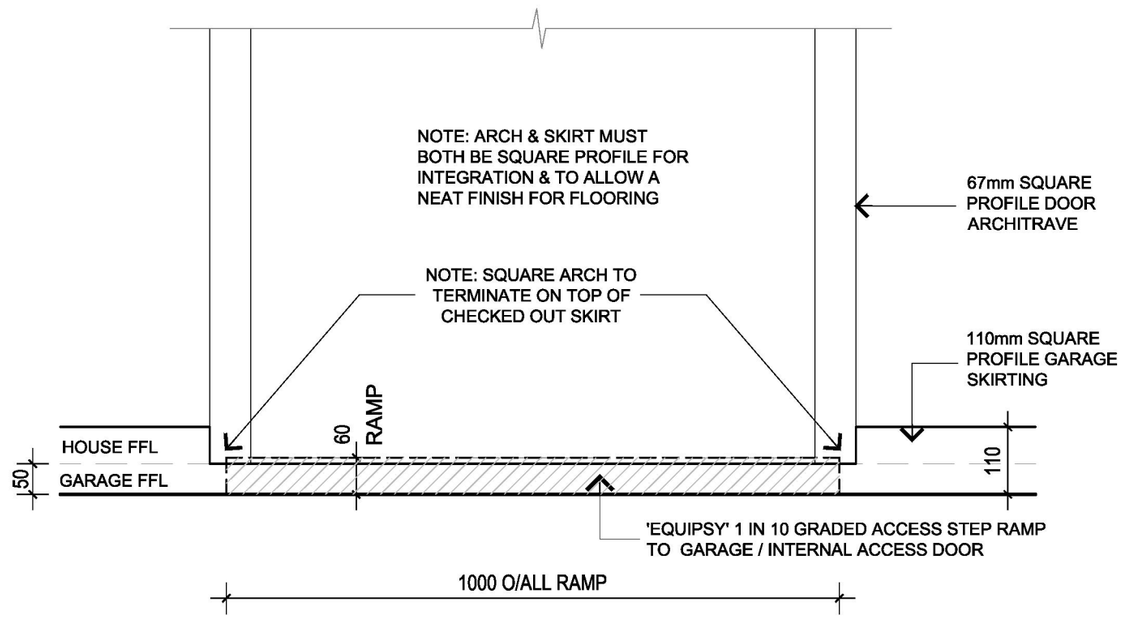

INT ACCESS GARAGE/HOUSE DOOR DETAIL - PLAN VIEW
SCALE 1:10




TILE FLOOR DETAIL
SCALE N.T.S




TIMBER FLOOR DETAIL
SCALE N.T.S




INT ACCESS GARAGE/HOUSE DOOR DETAIL - ELEVATION VIEW
SCALE 1:10

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**SHEET TITLE:** NCC DETAILS
**SCALE:** 1:5
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**SHEET:** 25 of 26

**HOUSE TYPE:** MONTEREY 359 (RHS)
**FACADE:** DAKOTA

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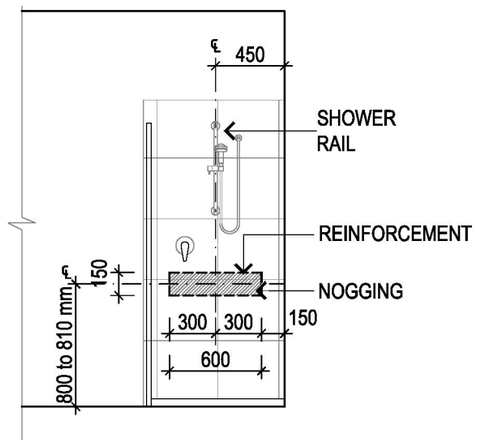
# NCC 2025 LIVABLE HOUSING DETAILS

DETAILS ARE GENERIC, PLEASE REFER TO FLOOR PLAN

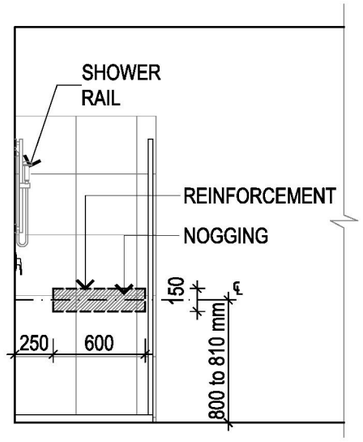
## SHOWER

**NOTE:** TAPS, BATH NICHES, SOAP HOLDERS AND THE LIKE MAY BE LOCATED WITHIN THE POSITIONS DESIGNATED FOR WALL REINFORCING

LOCATION OF NOGGINGS FOR SHOWER WALLS




SHOWER WALL A

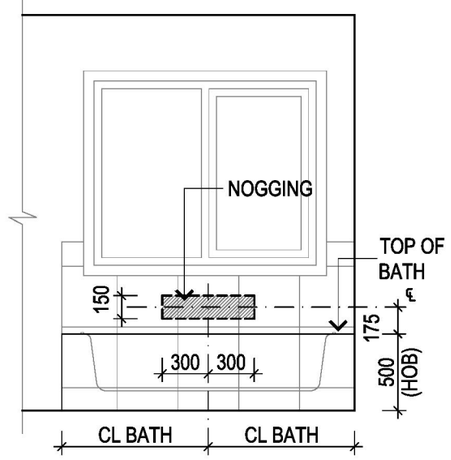



SHOWER WALL B

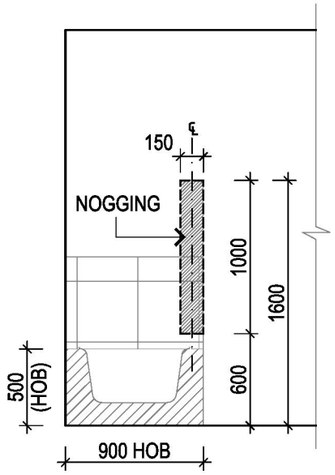
## BATH (HOB ONLY)

**NOTE:** TAPS, BATH NICHES, SOAP HOLDERS AND THE LIKE MAY BE LOCATED WITHIN THE POSITIONS DESIGNATED FOR WALL REINFORCING

LOCATION OF NOGGINGS FOR WALLS AROUND A BATH IN HOB

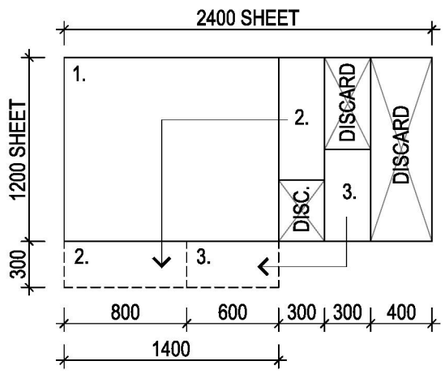



BATH HOB WALL A

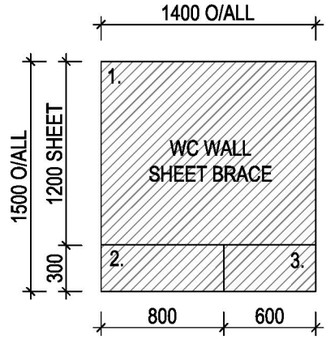



BATH HOB WALL B

## W.C

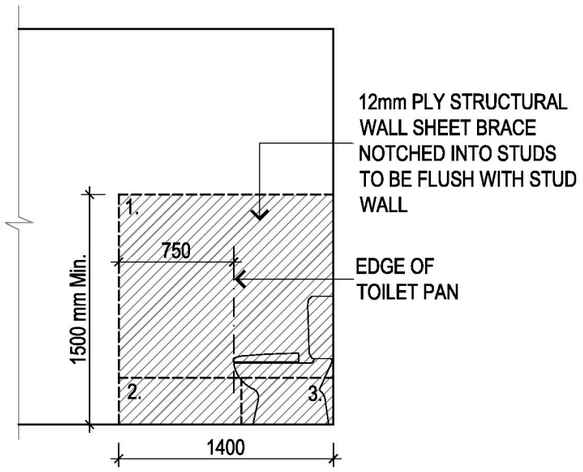



FULL SHEET CUTTING GUIDE



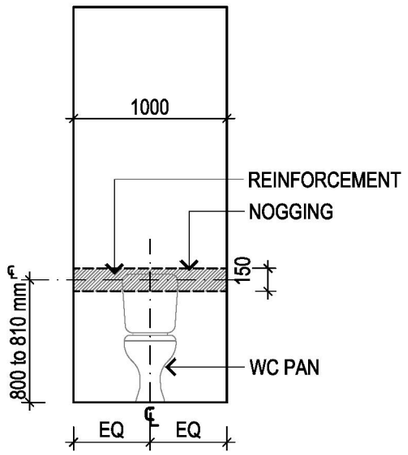

REQUIRED SHEETING CONFIGURATION

EXTENT OF SHEETING FOR WALL ADJACENT TO A TOILET PAN




WC WALL A

LOCATION OF NOGGINGS FOR A WALL BEHIND TOILET




WC WALL B

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W sherridonhomes.com.au

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**SHEET:** 26 of 26

**HOUSE TYPE:** MONTEREY 359 (RHS)
**FACADE:** DAKOTA

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