



ATTACHMENTS

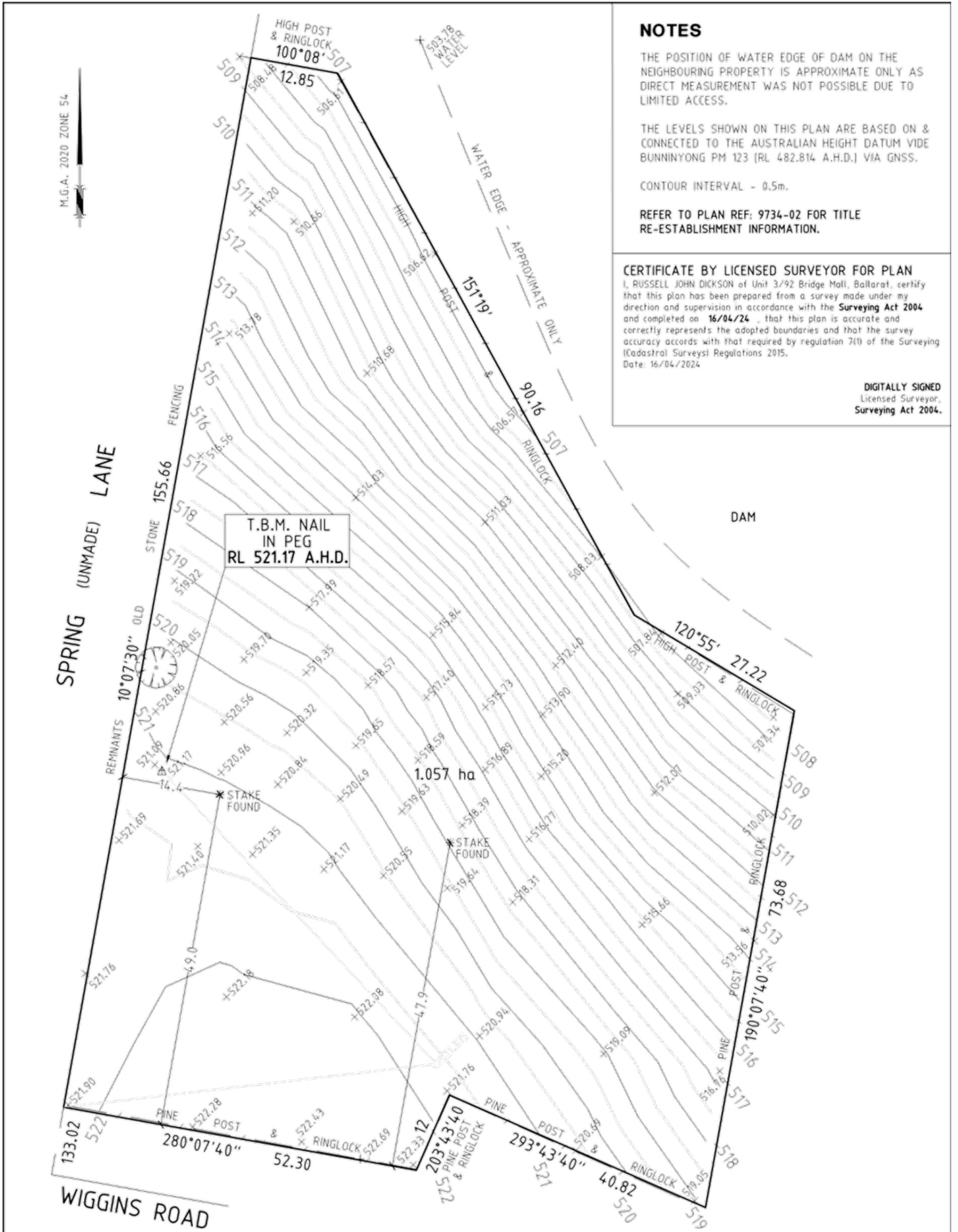
**Development Assessment Committee
Meeting**

Under Separate Cover

Wednesday, 11 December 2024

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NOTES

THE POSITION OF WATER EDGE OF DAM ON THE NEIGHBOURING PROPERTY IS APPROXIMATE ONLY AS DIRECT MEASUREMENT WAS NOT POSSIBLE DUE TO LIMITED ACCESS.

THE LEVELS SHOWN ON THIS PLAN ARE BASED ON & CONNECTED TO THE AUSTRALIAN HEIGHT DATUM VIDE BUNNINYONG PM 123 (RL 482.814 A.H.D.) VIA GNSS.

CONTOUR INTERVAL - 0.5m.

REFER TO PLAN REF: 9734-02 FOR TITLE RE-ESTABLISHMENT INFORMATION.

CERTIFICATE BY LICENSED SURVEYOR FOR PLAN
 I, RUSSELL JOHN DICKSON of Unit 3/92 Bridge Mall, Ballarat, certify that this plan has been prepared from a survey made under my direction and supervision in accordance with the **Surveying Act 2004** and completed on **16/04/24**, that this plan is accurate and correctly represents the adopted boundaries and that the survey accuracy accords with that required by regulation 7(1) of the Surveying (Cadastral Surveys) Regulations 2015.
 Date: 16/04/2024

DIGITALLY SIGNED
 Licensed Surveyor,
 Surveying Act 2004.



DICKSON HEARN PTY LTD
 A.C.N. 162 086 339
 3/92 BRIDGE MALL,
 BALLARAT, 3350.
 Phone (03) 5333 2225 Fax (03) 5333 3220
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PLAN OF SURVEY

**SPRING LANE
 SCOTSBURN**

C/T. VOL.10445 FOL.395

DRAWN BY	W.J.G.	DWG. No.
DATE	16/04/24	9734-01
CHECKED	D.J.H.	REVISION A
SCALE	1:500	SHEET SIZE A3
DATUM	A.H.D.	SHEET 1 OF 1

COLLINS DESIGN ENGINEERING PTY LTD

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 TEL: (03) 5334 2867
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 EMAIL: daryl@collinseng.com.au
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 B.V. ENVIRONMENTAL CONSULTANTS

DESCRIPTION: Site Plan

JOB No: 150324 DWG # 001

SITE: 2 SPRING LANE, SCOTTSBURN

CLIENT: DARYL COLLINS

DRAWN

REV.

DATE

COMMENTS

HC

A

25/03/24

FOR APPROVAL

SIGNED:

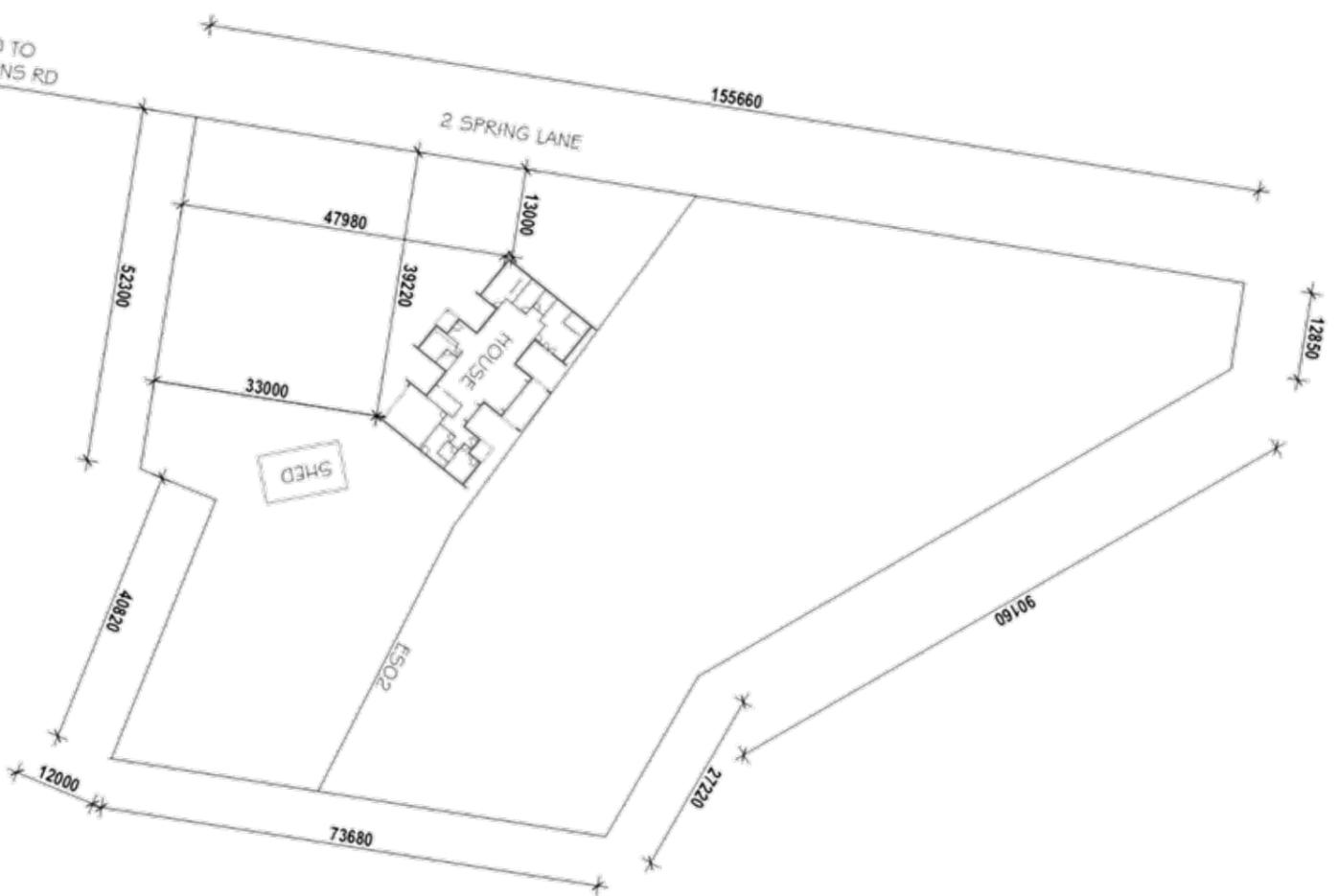
DARYL COLLINS

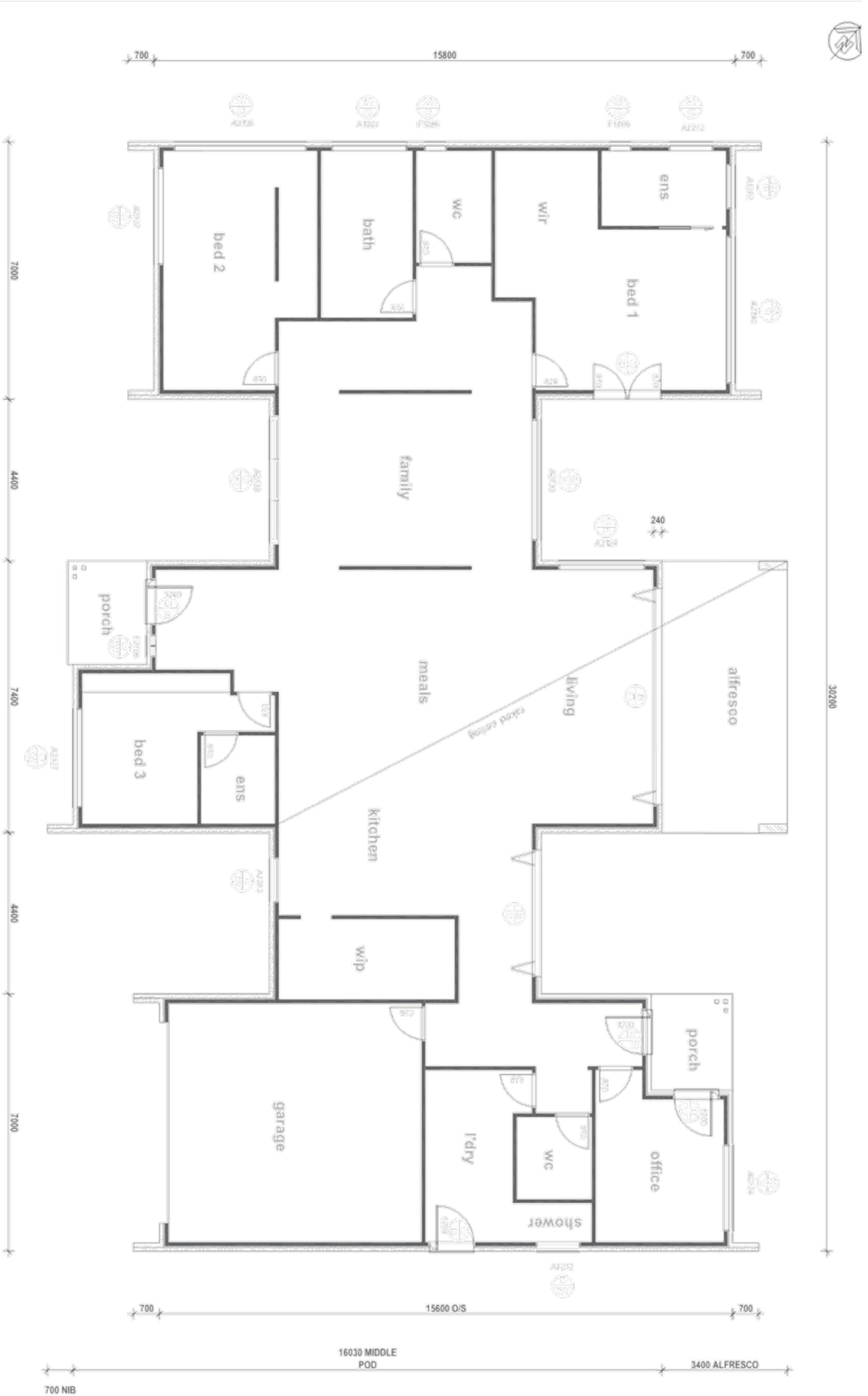


DATE:

04-04-24

CPENG REG No: 222092



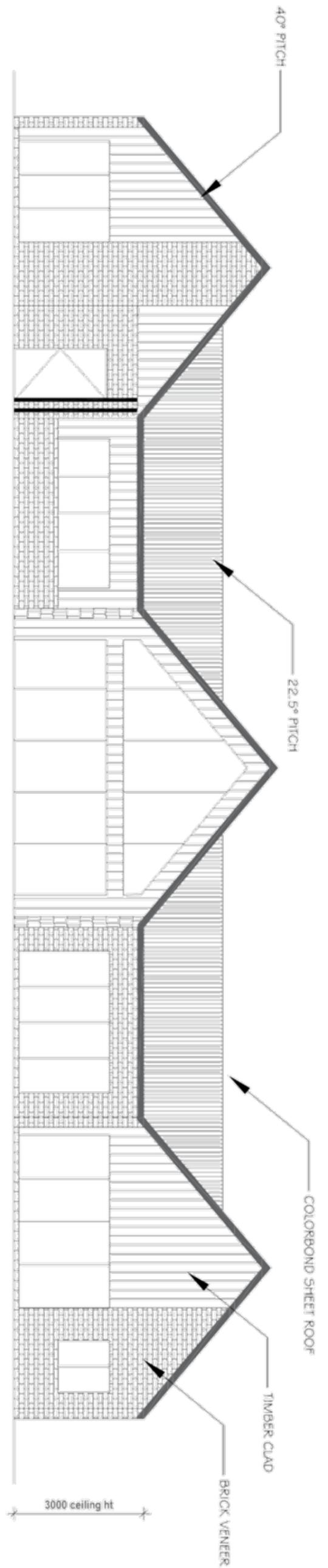


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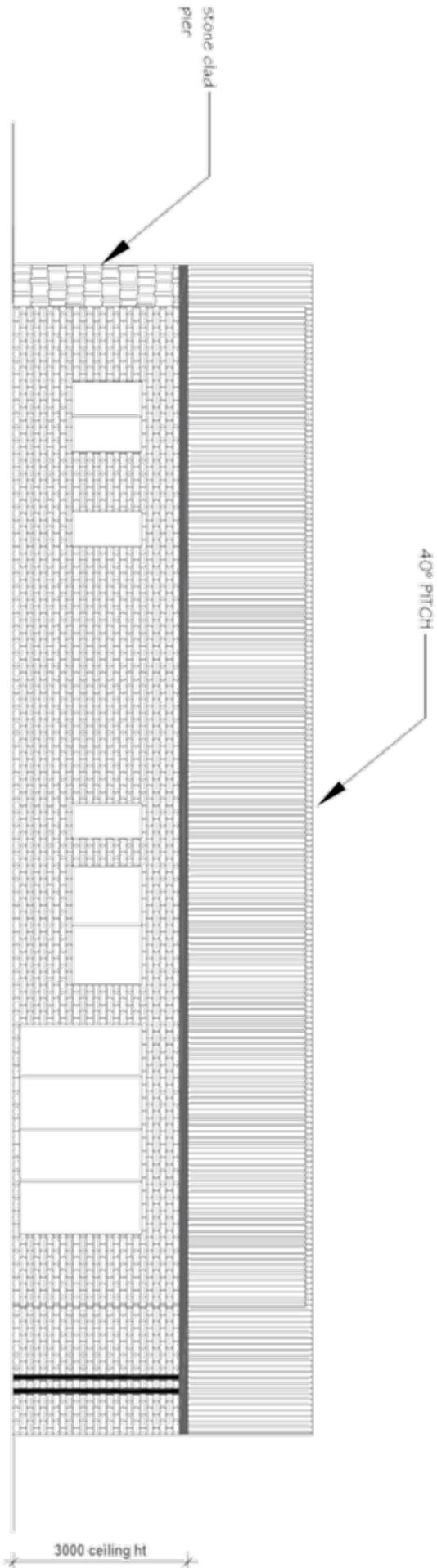
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 JOB NO: 150324
 DWG # 002
 SITE: 2 SPRING LANE, SCOTSBURN
 CLIENT: DARYL COLLINS

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HC	A	25/03/24	FOR APPROVAL

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 DATE: 04-04-24
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NORTH EAST ELEVATION



NORTH WEST ELEVATION

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DESCRIPTION: EXTERNAL ELEVATIONS

JOB No: 150324 DWG # 003

SITE: 2 SPRING LANE, SCOTTSBURN

CLIENT: DARYL COLLINS

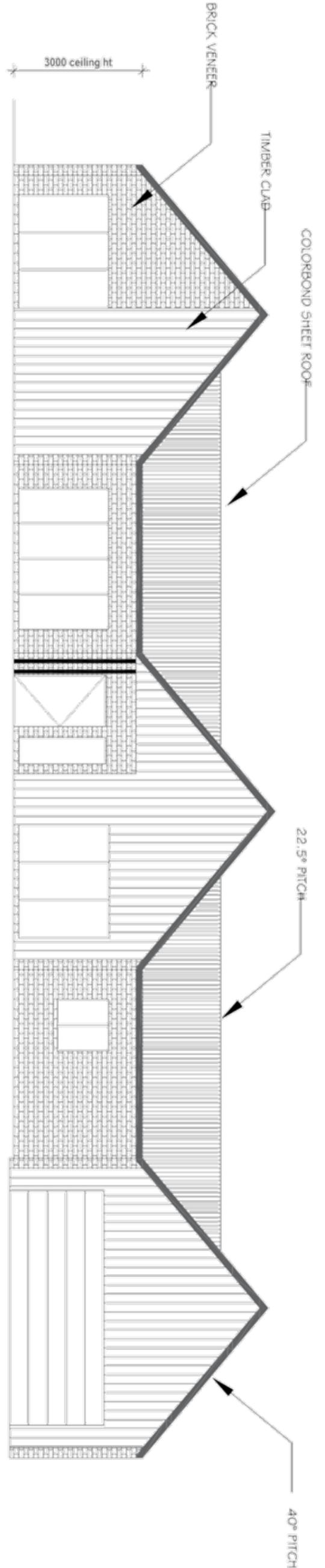
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HC	A	25/03/24	FOR APPROVAL

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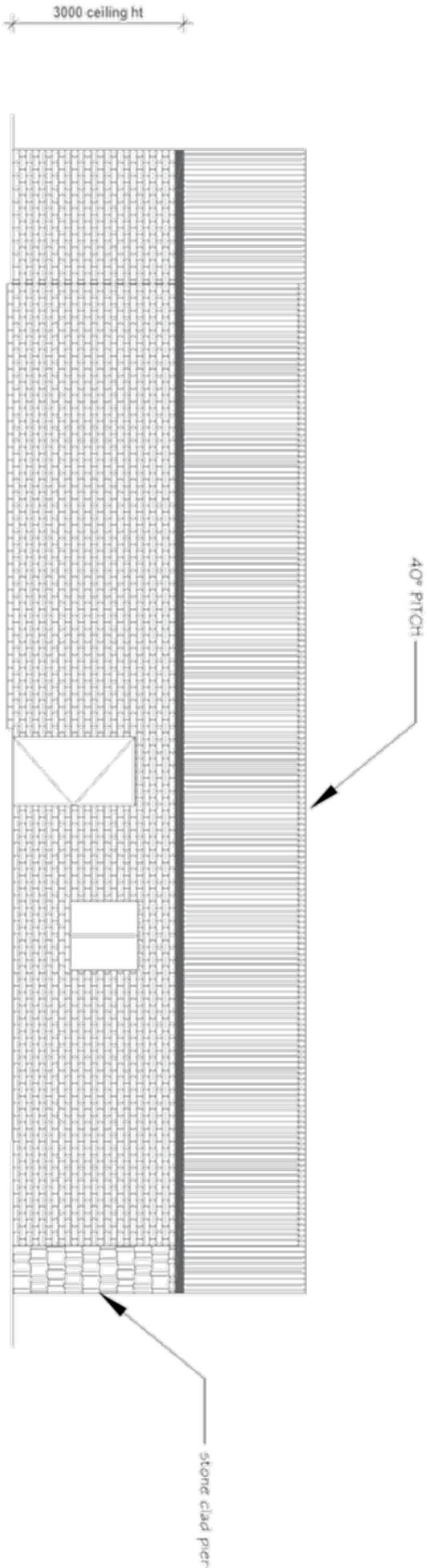
DARYL COLLINS

DATE: 04-04-24

CPENG REG No: 222092



SOUTH WEST ELEVATION



SOUTH EAST ELEVATION

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B.V. ENVIRONMENTAL ARCHITECTURE

DESCRIPTION: EXTERNAL ELEVATIONS

JOB No: 150324 DWG # 004

SITE: 2 SPRING LANE, SCOTTSBURN

CLIENT: DARYL COLLINS

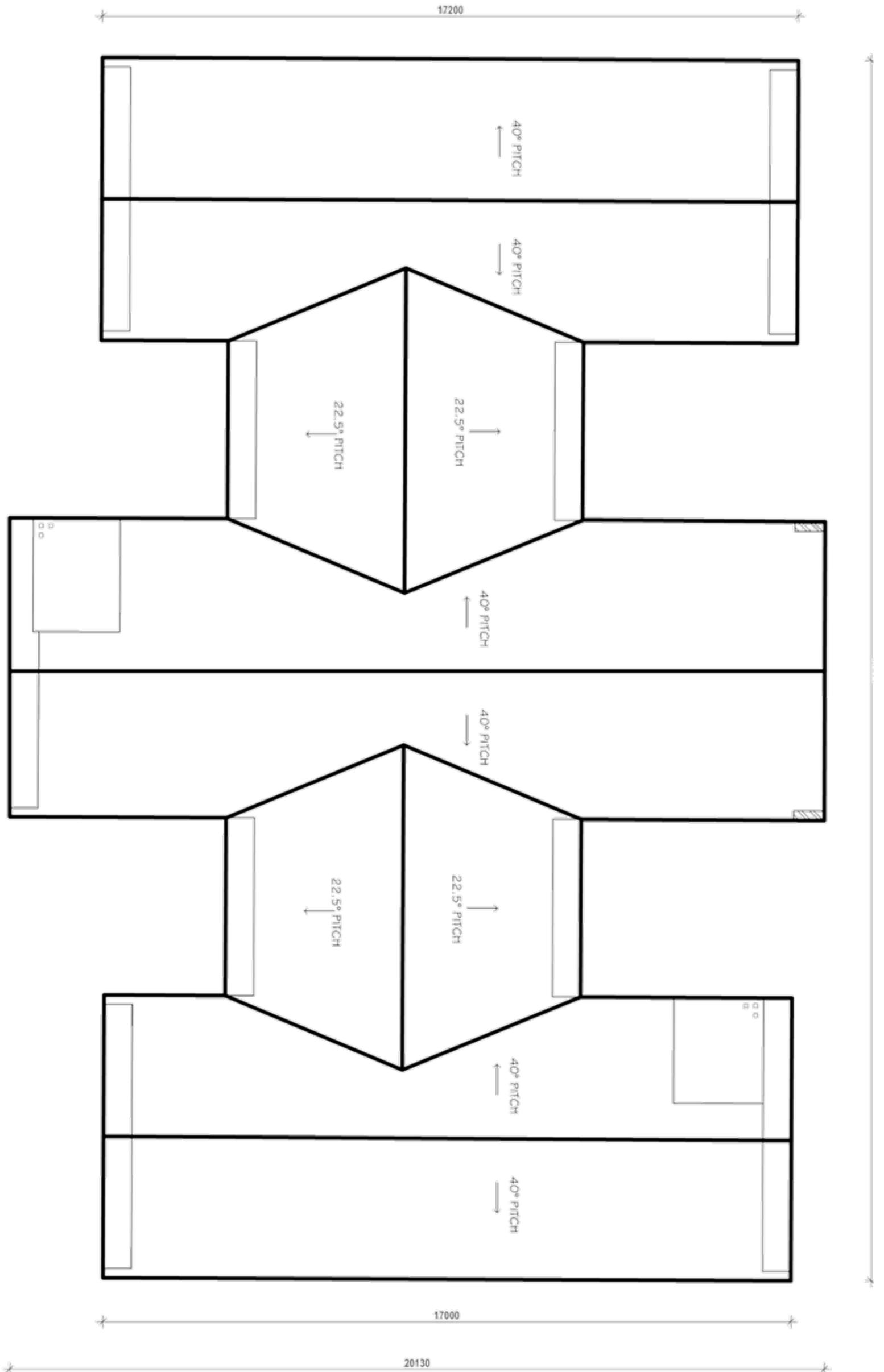
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DATE: 04-04-24

CPENG REG No: 222092



COLORBOND SHEET ROOF

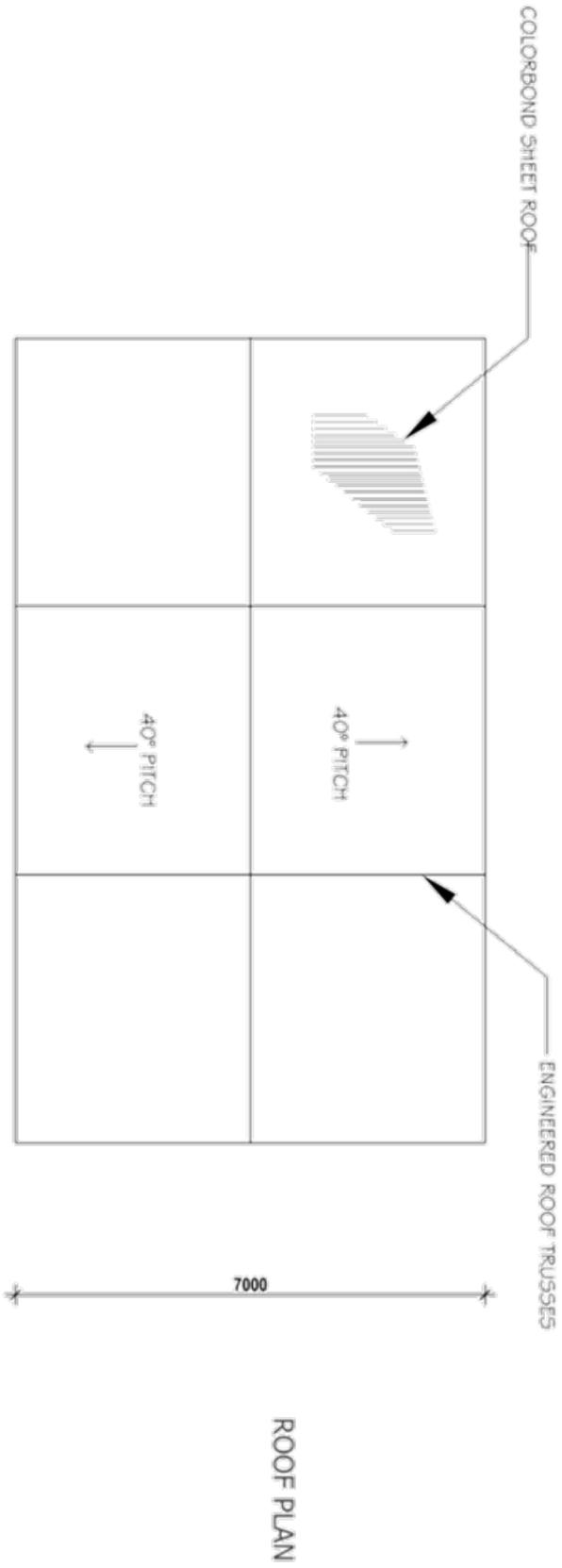
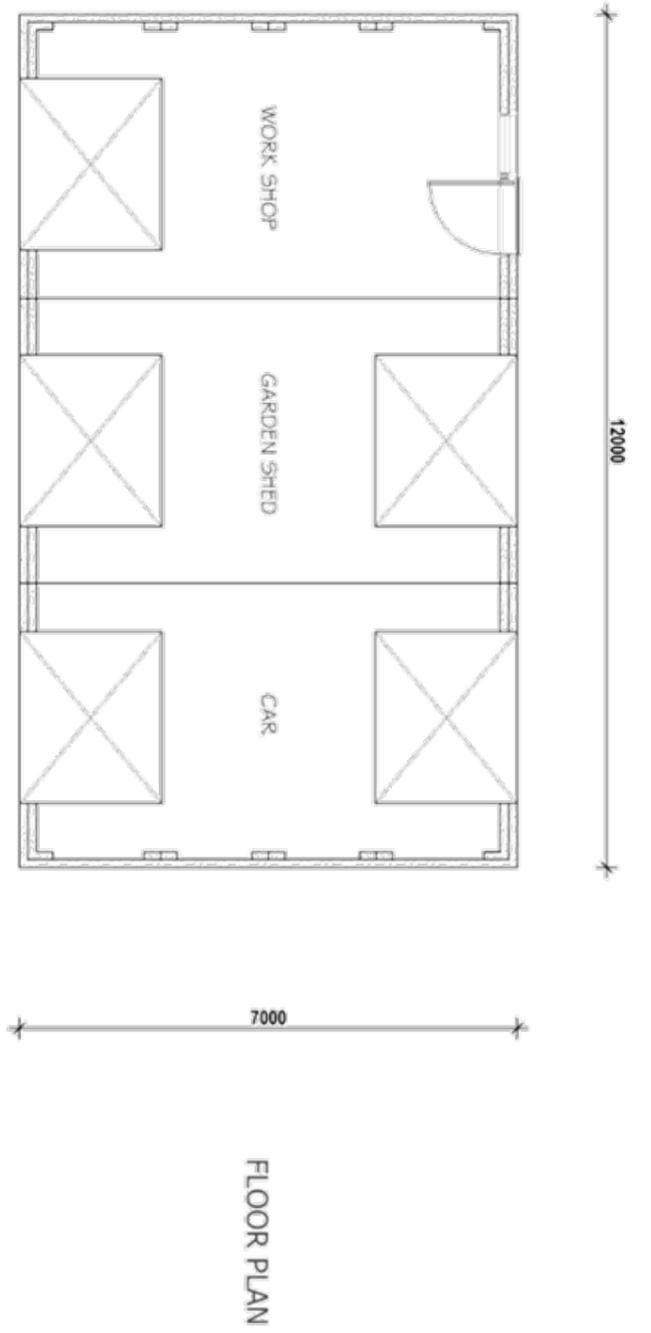
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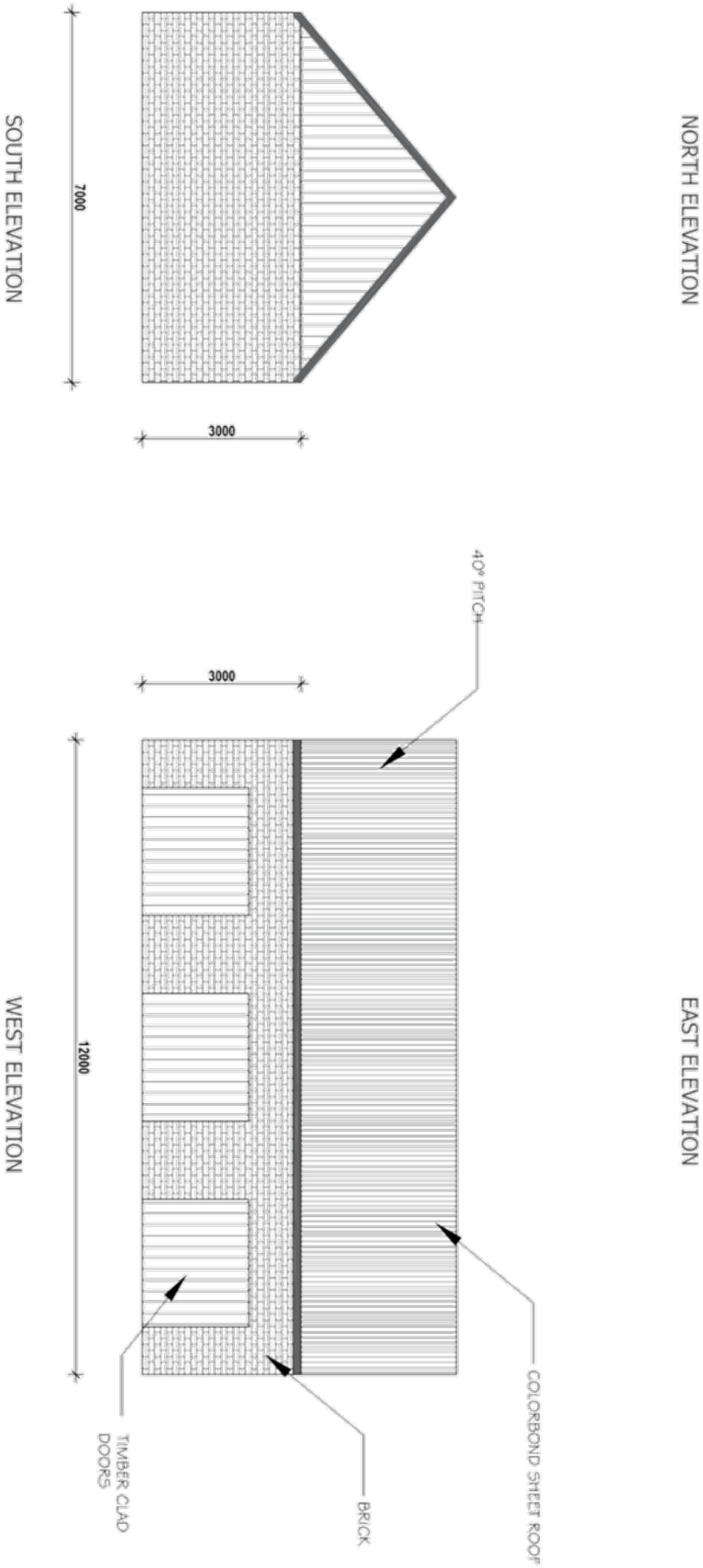
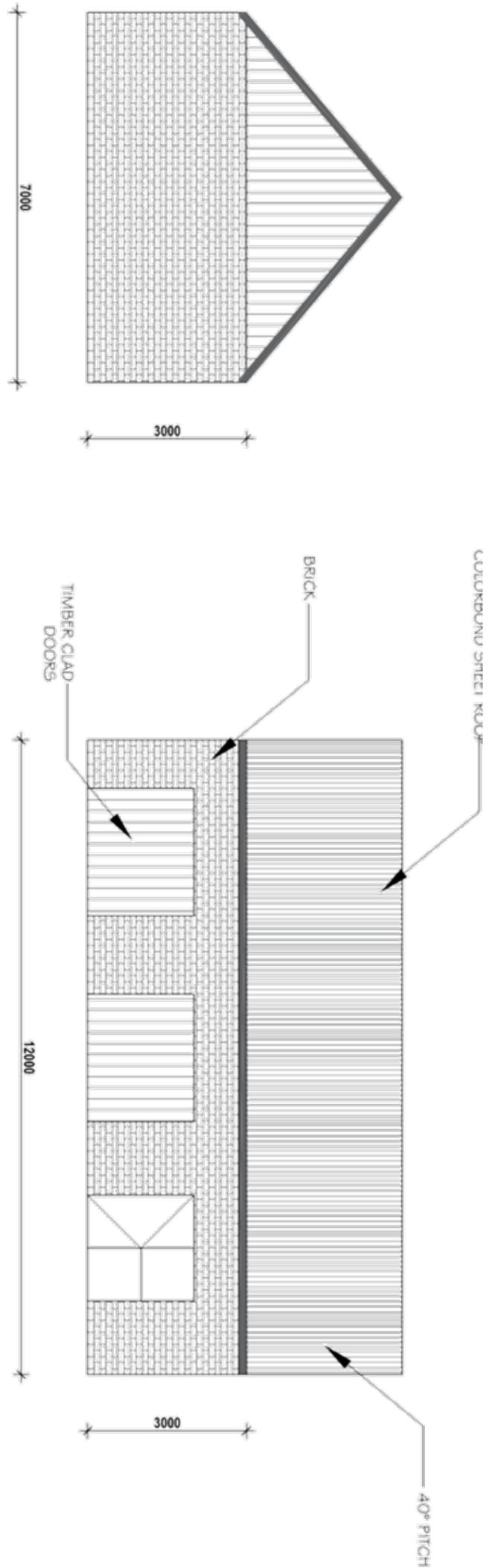
DESCRIPTION: ROOF LAYOUT
 JOB No: 150324 DWG # 005
 SITE: 2 SPRING LANE, SCOTSBURN
 CLIENT: DARYL COLLINS

DRAWN	REV.	DATE	COMMENTS
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 DATE: 04-04-24
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COLLINS DESIGN ENGINEERING PTY LTD		DESCRIPTION: SHED PLAN VIEW		DRAWN		REV.		DATE		COMMENTS	
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TEL: (03) 5334 2867 TEL: 0407 342 867 EMAIL: daryl@collinseng.com.au WEB: www.collinseng.com.au B.V. DRIVE ENMU - BAITADAT-UMECT		SITE: 2 SPRING LANE, SCOTSBURN CLIENT: DARYL COLLINS		DWG # 006							
				SIGNED:		DATE:					
				DARYL COLLINS		04-04-24					
											
				CPENG REG No. 222092							



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 B.V. DRIVE ENRIE, BAIT LABAT STREET

DESCRIPTION: SHED ELEVATIONS
 JOB NO: 150324
 SITE: 2 SPRING LANE, SCOTSBURN
 CLIENT: DARYL COLLINS
 DWG # 007

DRAWN	REV.	DATE	COMMENTS
HC	A	25/03/24	FOR APPROVAL

SIGNED: DARYL COLLINS
 DATE: 04-04-24
 CPENG REG No. 222092

LAND MANAGEMENT PLAN



Property Details:

Address: 2 Spring Lane, Scotsburn VIC 3352

Title Reference: Lot 2 PS422149

Total Area: 1.06 Ha

Permit Applicant Details:

Name: Terry-Lee Collins (Terry)

Postal Address: PO Box 500W, BALLARAT WEST VIC 3350

Phone: 0419 342 182

Email: admin@collinseng.com.au

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1. Existing and proposed land uses

The land is currently vacant and has not been used for farming purposes for many years, except for the occasional grazing of sheep to keep the grass levels down.

The land was subdivided from an adjacent residential property in 1999 and it is approximately 1 hectare in size. Just over half of the property is on a steep incline sloping towards Back Lake (see photo on the cover page). Most of the sloped portion of the land is covered under an Environmental Significance Overlay (ES02).

Surrounding neighbourhood

The immediate neighbouring properties, whilst also zoned farming, would be more aptly be described as rural living.

The closest residences, 10 Spring Lane and 284 Wiggins Road, are similar size allotments to 2 Spring Lane and the owners keep a small number of animals such as horses, dogs, and chickens.

The property to the east, 264 Wiggins Road, is larger and includes Back Lake and extensive gardens near its boundaries with 2 Spring Lane.

The property at 330 Wiggins Road has a 99 metre boundary on Springs Lane, but the residence is hundreds of metres away, on the corner of Wiggins Road and Yendon No 2 Road. This property has not been included in the definition of "immediate neighbouring properties" mentioned throughout.

Proposed land use

Given the small size of the land, the significant slope, and proximity to Back Lake, this property is not able to be a sustainable, standalone farming enterprise. Therefore, the proposed land use is to build a residence and outbuildings to enable the applicant to reside at 2 Spring Lane, with the establishment of raised vegetable gardens, fruit trees and landscaping.

Some of the remaining land and lane may be lightly stocked and grazed by sheep on the lower sloped section of the block subject to suitable conditions on a seasonal basis to assist with keeping the grass levels manageable.

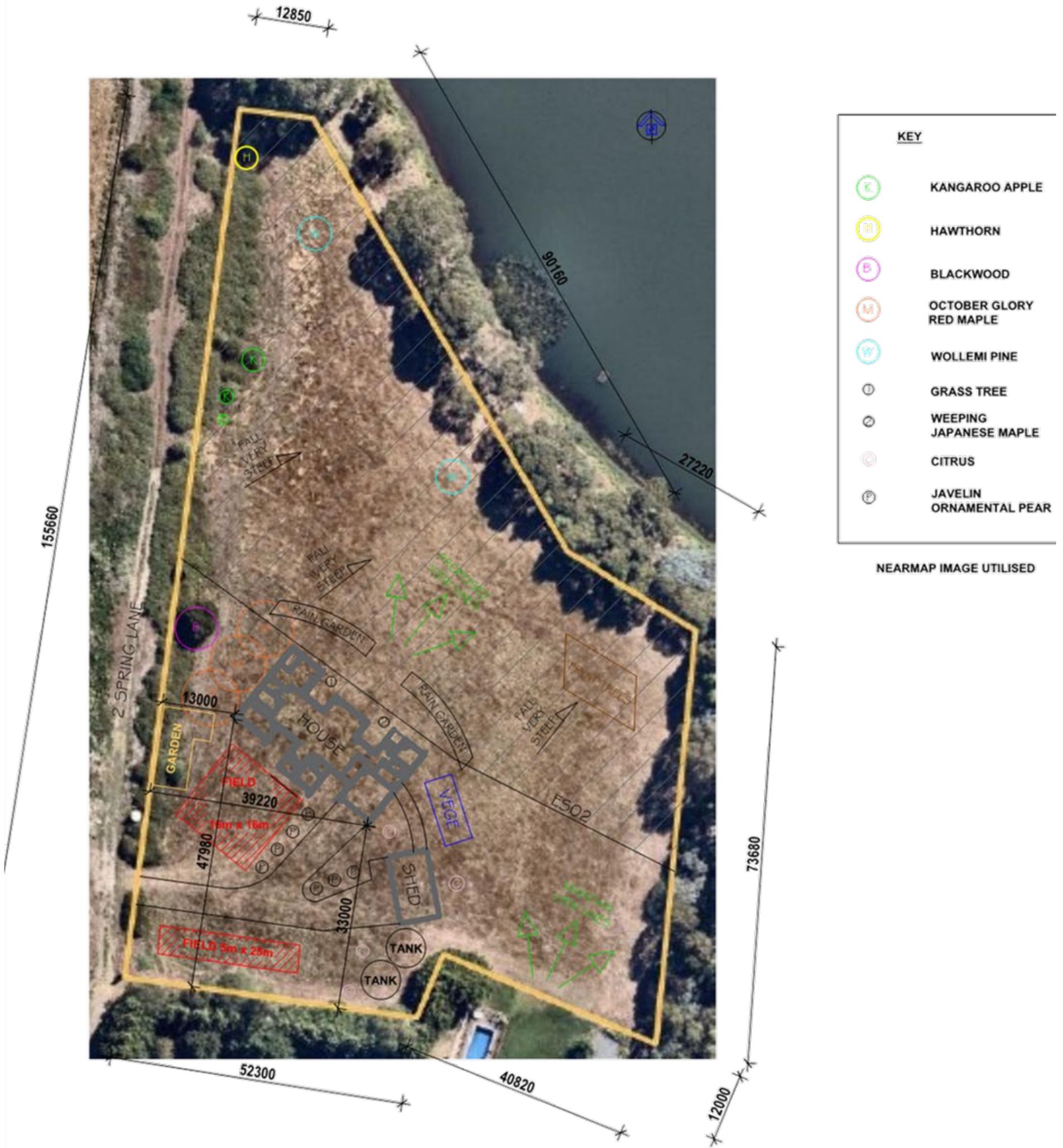
The proposed land use would be consistent with that of the immediate neighbouring properties.

2. Site plan

Existing site plan



Proposed site plan

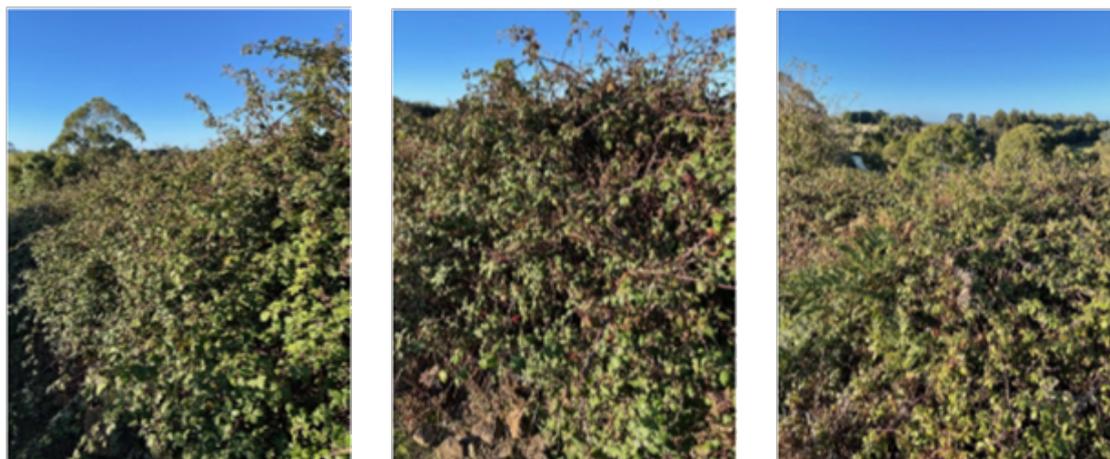


3. Pest and plant management

The most significant issue in relation to the land is the need for weed management, particularly the blackberries that border Spring Lane.

Blackberries

The blackberry bushes have taken over both sides of the lane that runs the full length of the west border. They run along about 90% of the 155 metre boundary and there is currently no management of the problem. Purchase of the block at 2 Spring Lane comes with a grazing licence (No: 0508978 – Refer to Appendix A) that covers the entire section of the lane parallel with 2 Spring Lane and extends to the edge of the Back Creek Dam which is to the north of the lane.



We plan to work with the Department of Energy, Environment and Climate Action (DEECA) with regard to the removal of the blackberries, obstructions, fire hazards and other noxious weeds on the section of the road reserve covered by the licence. The blackberries are very thick, over 13 metres wide in some sections.

With appropriate treatment as outlined in the “Best Practice Blackberry Control” document produced by the Victorian Blackberry Taskforce (refer to Appendix B), we would like to have a lot of the blackberries eliminated in the first year. Due to the magnitude of the problem, total elimination will take some time. Continual monitoring will be required to prevent regrowth and spreading.

Maintenance of the blackberry problem should also be beneficial in the quest for pest control (rabbits/foxes).

Other weeds identified

The prevalent weeds identified are: -

- 1) Capeweed
- 2) Serrated tussock
- 3) Dandelions
- 4) Milk Thistle
- 5) Black nightshade
- 6) Mullein
- 7) Docks
- 8) Buchan Weed
- 9) Bracken



Most of the weeds are within 20 metres of the lane, near the blackberry bushes, and often in very concentrated areas.

Over the course of the build, we will look to eliminate as much of the problem as possible by the application of herbicide. This process will also need to be continually monitored.

Trees and shrubs on the land

There are not many trees or shrubs on the land, and all are very close to the west boundary on the west of the block. They are: -

- 1) A mature Blackwood close to the west boundary, about 65 metres from the southwest corner of the block.
- 2) A mature Hawthorn on the west boundary, near the northwest corner of the block.
- 3) Four Kangaroo Apple shrubs of various sizes, one 26 metres south of the Blackwood and the others about 40 metres north of the Blackwood.

There are no plans to remove the trees or shrubs.

(All trees, shrub and weed photographs included in this section were taken on site.)



Management plan

Year	Action	When	Who	How	Completed
1	Remove Blackberries	Autumn	Landowner/ Contractor	Herbicide/slash	Over time
1	Remove Other Weeds	During Build	Landowner	Herbicide	
1	Plant Native Trees	Spring	Landowner		Spring
1	Build and Plant Rain Gardens	During Build	Landowner		
1	Plant Other Trees/Garden Beds	Spring (after build)	Landowner		Spring
1	Plant Fruit Trees	Spring	Landowner		Spring
1	Review Management Plan Actions	End of Year 1	Landowner		End of Year 1
2	Monitor Blackberry for regrowth	Spring	Landowner	Visual Inspection	Annually
2	Monitor/Control Other Weeds	As required	Landowner	Visual Inspection/ Herbicide	Annually
2	Maintain/Prune Revegetation	As required	Landowner	Visual Inspection	Annually

4. Revegetation and proposed landscaping plan to improve the natural environment

Excluding the weeds, the land is vacant with only two trees and four native plants near the west boundary. The remaining land is covered with grasses for grazing purposes. The existing trees and shrubs will be retained.

We propose to supplement the natural environment by planting predominantly Australian native trees and plants and establishing a well-maintained lawn. Two raingardens will be built that will house native plants to purify the runoff. Also, porous driveways and paving will be utilized to minimize stormwater runoff.

An introduced deciduous species of tree will be strategically placed for energy efficiency purposes along the west wall. Also, two small feature trees will be planted in front of the northeast side of the house.

We would like to rebuild the basalt drystone fence along the west boundary which is currently dilapidated and covered by blackberries.

In addition, we will be planting approximately 4 stone fruit trees and a similar number of citrus trees to add to the produce yielded from the raised vegetable gardens.

Positioning of the trees and gardens can be seen on page 3. As there are already very large native trees along the boundary fence line facing Back Lake on the neighbouring property, large trees will only be planted in areas where there are gaps in the coverage on the lower section of the slope.

Some gardens containing native plants such as acacias and bottlebrushes will be established on the lower/middle sections of the slope in the future, but they are not the main priority at this stage. We would like to assess the upward and downward views after the raingardens are established before deciding on positioning.

Grass on the slope will either be mowed or grazed by sheep.

Revegetation list

1) Raingardens

Raingardens are unique habitats designed to mimic natural waterways, slowing down and cleaning stormwater runoff. They help filter out pollutants from the runoff and provide food and shelter for butterflies and birds. The rain gardens will be designed to follow the contour of the land.

Planting list

Rain garden	Qty	Common name	Botanical Name	Mature Height	Native (Y/N)
L 1	4	Basket grass	Lomandra longifolia	1 m	Y
PA 1	8	Fountain grass	Pennisetum alopecuroides Nafray	60 cm	Y
L 2	8	Tropic belle	Lomandra hystrix tropic belle	1 m	Y
LT	6	Lily turf	Liriope muscari Isabella	30 cm	N
WF 1	4	Native rosemary	Westringia fruticosa Mundi	50 cm	Y
GL	2	Gynea lily	Doryanthes excelsa	4 m	Y
HM	2	Thyme honey myrtle	Melaleuca thymifolia	1.5 m	Y
L 3	4	Slender mat rush	Lomandra hystrix tropic cascade	80 cm	Y
PA 2	4	Cream lea	Pennisetum Alopecuroides	1.2 m	Y
WF 2	2	Coastal rosemary	Westringia fruticosa greybox	45 cm	Y
IH	4	Indian hawthorn	Rhaphiolepis indica cosmic pink	1 m	N
KP 1	6	Ruby velvet kangaroo paw	Anigozanthos hybrida ruby velvet	0.8 m	Y
KP 2	6	Amber velvet kangaroo paw	Anigozanthos hybrida amber velvet	1 m	Y
CD	6	Cut leaf daisy	Brachyscome multifida	60 cm	Y
IP	6	Inland Pigface	Carpobrotus modestus	30 cm	Y
MD	6	Common nardoo	Marsilea drummondii	30 cm	Y



Tropic belle



Fountain grass



Native rosemary

**Common nardoo****Thyme honey myrtle****Indian hawthorn****2) Garden**

The garden along the west boundary will have a theme of maroon / red colour foliage blending into and becoming green foliage: autumn progressing into spring. See the proposed site plan on page 3 for the location.

Planting List

Garden	Qty	Common name	Botanical Name	Mature Height	Native (Y/N)
E 1	1	Vintage red	Eucalyptus cladocalyx 'EUC78'	5 m	Y
SN	1	Starry night tea tree	Leptospermum obavatum	2 m	Y
BI	2	Breynia ironstone	Breynia cernua	2 m	Y
PH	2	Purple hob bush	Dodonaea viscosa purpurea	1-3 m	Y
KP3	3	Lilac kangaroo paw	Angozanthos hybrida landscape lilac	2 m	Y
KP4	2	Carnivale kangaroo paw	Anigozanthos hybrida celebrations carnival	50 cm	Y
CB	3	Purple creeping boobialla	Myoporum purpurea	15-30 cm	Y
GB	4	Gastrolobium brown butterfly	Gastrolobium praemorsum	50 cm	Y
E 2	2	Eucalyptus baby blue (Shrub form)	Eucalyptus pulverulenta Baby Blue	3 m	Y
WF 3	2	Coastal rosemary	Westringia fruticosa smokey	1.2 m	Y
KP 5	3	Yellow gem kangaroo paw	Anigozanthos flavidus pulcherimus Yellow Gem	1.5 m	Y

Garden	Qty	Common name	Botanical Name	Mature Height	Native (Y/N)
KP 6	2	Bush elegance kangaroo paw	Angoanthos hybrida Bush Elegance	45 cm	Y
YB	2	Yellow buttons	Chrysocephalum apiculatum	40-60 cm	Y
GW	3	Glow wattle	Acacia lasiocarpa prostrate	30 cm	Y
KC	2	Tar bush	Eremophila glabra Kalbarri carpet	15-30 cm	Y



Glow wattle



Kangaroo paw bush elegance



Vintage red



Eucalyptus baby blue



Breyntia ironstone

3) Other trees

Refer to the proposed site plan on page 3.

Trees	Qty	Common name	Botanical Name	Mature Height	Native (Y/N)
W	2	Wollemi pine	<i>Wollemia nobilis</i>	20-40 m	Y
1	1	Grass tree (Balga)	<i>Xanthorrhoea preissii</i>	3.5 m ⁽¹⁾	Y
2	1	Weeping Japanese maple	<i>Acer palmatum dissectum</i>	1.8 m	N
M	3	October glory red maple	<i>Acer rubrum</i>	12 m	N
P	7	Javelin ornamental pear	<i>Pyrus calleryana</i>	10 m	N
C	4	Citrus trees	various	various	N
S	4	Stone fruit trees	various	various	N

(1) Grass trees grow very slowly, approximately 2 centimetres per year. We will be purchasing one about 1.5 metres tall, so the height shown would be after 100 years. Some species have been known to live up to 600 years.



Wollemi Pine



Grass tree

5. Soil and site classification

Site classification

Refer to the site classification report prepared by Provincial Geotechnical Pty. Ltd.

Site Class – Class M (Moderately Reactive Clay)

Description – May experience moderate ground movement as a result of soil conditions and moisture changes. Ground surface can move vertically between 20 mm and 40mm between wet and dry conditions.

No filling was found on the site.

This classification is seen 30 – 35% of the time. It means house slabs can easily be designed for this type of soil.

6. Water management

Water supply

There is no town water supply connected to the property.

Tanks will be used to collect water from guttering on the house and the shed. Tank capacity will be at least 110,000 litres.

The mean average annual rainfall at the property, as per land capability report, is 778.5 millilitres. The rainwater collected from the guttering of the roof area of the proposed dwelling and shed would be approximately 513,810 litres annually.

Porous driveways and paving will be utilized to minimize stormwater runoff and provide benefits for nearby plants and trees. In addition, the overflow from the water storage tanks will pass through raingardens before exiting to the legal point of discharge which is likely to be the table drain running along the lane.

The required fire supply will be via the domestic supply.

Existing waterways

There are no watercourses within the property boundaries. Back Lake and Back Creek Dam, which have been mentioned, in this report are outside the boundary of 2 Spring Lane.

7. Fire safety and defensible space

Refer to the bushfire attack level report prepared by Provincial Geotechnical Pty. Ltd.

This property is not within a Bushfire Management Overlay.

Bushfire attack level (BAL) for this site is BAL – 12.5. Accordingly, the risk is primarily from potential embers during a fire and considered low.

Defendable space

All grass, including lawns and pasture grass will be mowed and or slashed, not only during the declared fire danger period, but all year round. Leaves and vegetation debris will be removed regularly during the declared fire danger period.

Any trees to be planted on the upward slope will be from natives that are considered fire retardant or fire resistant. Also, the fruit trees planted on the slope will be citrus or stone fruit which are excellent in a fire prone area.

Any trees near the house and shed will be maintained to ensure they are not close enough to be a bushfire threat. All small shrubs around the dwelling and shed in garden beds will be maintained and kept to recommended sizes.

Fire safety

Although this property is not within a Bushfire Management Overlay, fire safety will still be a priority. Water will always be available in the water tanks on site and available for firefighting as required.

Access to the adjacent waterways, Back Lake and Back Creek Dam will be maintained to ensure vehicle access is possible.

8. Mitigation of any potential adverse effects of the land use to adjacent land

Effects for neighbouring properties

284 Wiggins Road

Currently, the residents of 284 Wiggins Road have this unsightly view of the blackberries, weeds and obstructions along the licenced section of Spring Lane.

After the removal of the blackberries and removal of the debris in the lane,



their outlook and enjoyment of walking or riding down the lane will be greatly improved.

After the house is built, strategic planting of trees along the west boundary will be utilized in the unlikely event of the residence at 284 Wiggins Road being visible from the windows of the proposed residence.

10 Spring Lane

Care will be taken to minimize any impact on the views toward Back Lake for the residents of 10 Spring Lane. There are no plans to build or plant sizeable vegetation on the higher section of the land in front of their property. Any planting of vegetation in the lower section of the slope is unlikely to be seen from their property.

Maintenance of the grassed sections of the upper section of the property will be an advantage for these residents, as will the eradication of the blackberries and removal of debris in the licenced section of Spring Lane. .

Finally, as the proposed dwelling is to be off grid, there will be no requirement utilize the electricity supply easement on the east side of their property, which would have been the case if reticulated power was required.

264 Wiggins Road

The views of the residents of 264 Wiggins Road will be unimpacted by the proposed development of the property. Also, the residence at 264 Wiggins Road and associated outbuildings cannot be seen from 2 Spring Lane.

In addition, appropriate wastewater management, as prescribed in the land capability assessment, together with strategic positioning of the septic irrigation system and utilization of raingardens will ensure there are no adverse effects for the nearby waterway (Back Lake).

Effects for other nearby residents

In addition to the impacts already outlined for individual neighbouring properties, all nearby residents will benefit from the reduction of the fire hazards, the removal of the shelter provided by the blackberries for established pest animals in the area and the removal of the other piles of miscellaneous debris on the licenced section of the lane.

Effects on Adjacent Land

The land use outlined for 2 Spring Lane will improve the environment of the adjacent land.

Control of the weeds which are currently unmanaged and unmaintained, maintenance of grass and removal of fire hazards will provide benefits for the adjacent land and improve the general appearance of the area.

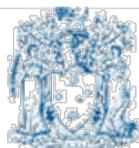
Appropriate wastewater management will ensure there are no adverse impacts for Back Lake and the Back Creek Dam which is on Crown Land at the end of the Lane.

This plan was prepared by the applicant and reviewed by Neil Haydon (Town Planner).

**Terry Collins**

Date 23 April 2024

**Neil Haydon**Date 23 April 2024



Department of Energy, Environment and Climate Action

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15 Hume and Hovell Road
Seymour Vic 3660
Telephone: 03 8624 3004
www.delwp.vic.gov.au

Our Ref: 0508978

8 March 2024

Mulcahy & Co
Email sia.meek@mulcahy.com.au

Dear Sir/Madam

RE: COPY OF LICENCE NO. 0508978

Please find enclosed copy of licence document as requested.

Should you have any queries regarding this matter please contact
transactioncentre@delwp.vic.gov.au.

Yours sincerely,

Transaction Centre

Transaction Centre

OFFICIAL



Department of Energy, Environment and Climate Action

ABN 90 719 052 204

AGRICULTURAL LICENCE

LAND ACT 1958

Section 130

THIS LICENCE is granted by the Licensor to the Licensee and commences on the date set out in the Schedule.

In consideration of the payment of the licence fee and the conditions contained in this Licence, the Licensor or a person authorised by the Licensor, at the request of the Licensee **HEREBY AUTHORISES** the Licensee to use the Crown land described in the Schedule for the specified purposes set out in the Schedule.

This Licence is subject to the provisions of the *Land Act 1958* and Regulations thereunder, the licence conditions attached and any Statutory and other Special Conditions set out in the Schedule.

V. Jones

.....
Signature of Licensor or Authorised person

**Project Manager
Land and Built Environment**

The Licensee hereby agrees that payment of the Licence Fee, shown in Item 7 of the Schedule, by the Licensee shall constitute acceptance by the Licensee of this Licence and shall constitute an undertaking by the Licensee that the Licensee shall comply with the terms and conditions of this Licence.

NOTE:

- | | |
|----------|---|
| 1 | <i>This licence is not valid until payment of the Licence Fee shown in Item 7 of the Schedule is received by the Department of Energy, Environment and Climate Action.</i> |
| 2 | <i>This Licence is an important document and should be stored in a secure and safe place. It will be needed if you sell your property. In the event of loss, a replacement fee may be charged.</i> |

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LICENCE SCHEDULE

- 1. Licence No.** 0508978
- 2. Licensor** Minister for Environment
- 3. Licensee** DAISY-JANE SEERY
MATTHEW JOHN TODD
- 4. Address** 16 CORVARA DRIVE, WINTER VALLEY, VICTORIA, 3358, Australia
- 5. Commencement Date** 01 October 1994
- 6. Term** 99 Years
- 7. Licensee Fee** \$100.80
- 8. Payable** 99 Year
- 9. Licensed Land All that land being:**
MUNICIPALITY OF MOORABOOL
UNUSED ROAD WEST OF LOT 2 OF PS422149 AND PORTION OF UNUSED ROAD WEST OF LOT 2 ON
PS637485
PARISH OF BUNINYONG
AS INDICATED ON ATTACHED PLAN/S.
- 10. Area (Ha)** 0.70
- 11. Powers under which land is granted** Land Act 1958, Sec 130/133
- 12. Specified Purpose** GRAZING
- 13. Department Address** 8 NICHOLSON STREET, EAST MELBOURNE, Victoria, 3001, Australia
- 14. Statutory and other Conditions**
THE LICENSEE MUST IF DIRECTED TO DO SO IN WRITING BY THE LICENSOR MAINTAIN SUITABLE
UNLOCKED SWING GATES, CATTLE PITS, RAMPS OR OTHER SUITABLE MEANS OF PASSAGE IN ANY
FENCE ACROSS THE LICENSED LAND.
- 15. Special Conditions**

Tenure 0508978



Legend

<ul style="list-style-type: none"> Township Parish Parcel Crown Parcel <ul style="list-style-type: none"> Crown Land Government Road Plan Noting Applly <ul style="list-style-type: none"> Temporary Applly Rights Boundary and Range Sources 	Linear Tenure <ul style="list-style-type: none"> Other Pipelines Industrial Commercial Sources Recreation Amusement Sources Occupancy Sources Radio, TV, Telecom, etc Sources Emergency Services Use Sources Water Supply Sources Miscellaneous General Sources Easements Pipe Conduits 	<ul style="list-style-type: none"> Lease General Licence Delegated Lease Delegated Licence Grazing Licence Riparian Management Licence Water Frontage Licence Unused Road Licence Delegated Management Reserve Direct Management Reserve 	Government Road <ul style="list-style-type: none"> Government Road Dual Status Government Road
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1:1,250

Overview Map

**Land and Built Environment
Grampians
Dept of Energy, Environment & Climate Action**

Disclaimer: This map is a snapshot generated from Victorian Government data. This material may be of assistance to you but the State of Victoria does not guarantee that the publication is without flaw of any kind or is fitly appropriate for your particular purposes and therefore disclaims all liability for error, loss or damage which may arise from reliance upon it. All persons accessing this information should make appropriate enquiries as to the currency of the data.

LICENCE CONDITIONS

1 **Grant**

The rights conferred by this Licence are non-exclusive, do not create or confer upon the Licensee any tenancy or any estate or interest in or over the licensed land or any part of it, and do not comprise or include any rights other than those granted or to which the Licensee is otherwise entitled by law.

2 **Licensee's Obligations (Positive)**

The Licensee Hereby Covenants with the Licensor that during the term the Licensee will: -

2.1 **Licence fee**

Duly and punctually pay or cause to be paid the licence fee to the Licensor at the payment address advised by the Licensor from time to time on the days and in the manner provided in Item 8 of the Schedule without demand, deduction, set-off or abatement.

2.2 **Rates and Taxes**

2.2.1 Duly and punctually pay as and when they respectively fall due all rates and taxes on the licensed land.

2.2.2 If requested to do so by the Licensor, produce receipts to the Licensor evidencing payment of the rates and taxes.

2.2.3 Duly and punctually pay to the Licensor at the same time and in the same manner as the licence fee is payable to the Licensor (or as otherwise notified to the Licensee by the Licensor) under clause 2.1 above the amount of any GST payable on or in relation to this licence and/or the rent payable thereunder or that becomes payable by the Licensor during the period covered by the fee.

2.3 **Indemnity**

Indemnify the Crown in respect of any claim or liability for property damage and/or injury or death of any person which arises directly or indirectly out of negligence, tort, contract, or breach of a statutory duty by the Licensee or any associated party consequential to the use or occupation of the licensed land, including, but without restricting the generality of the foregoing, the pollution or contamination of land or water, and any costs, charges and expenses incurred in connection therewith.

2.4 **Maintenance**

2.4.1 Throughout the term keep the licensed land in good order and condition and the improvements (if any) on it in good order and condition having regard to their condition at the commencement date or, if constructed or added to the licensed land after the commencement date, at the date of such construction or addition as the case may be and in particular but without restricting the generality of the foregoing will: -

2.4.1.1 Keep the licensed land free of pest animals and weeds;

2.4.1.2 Remedy every default of which notice is given by the Licensor to the Licensee within a reasonable time specified in the notice but in any event the time specified in the notice will not be less than 14 days.

2.5 **Fire Protection Works**

Undertake all fire protection works on the licensed land required by law to the satisfaction of the Licensor and the responsible fire Authority

2.6 **Condition at Termination**

On expiry or prior determination of this Licence return the licensed land to the Licensor in good order and condition and otherwise in accordance with the Licensee's obligations.

2.7 **Notice of Defects and other matters**

2.7.1 Give the Licensor prompt notice in writing of any accident to or defect in the licensed land and of any circumstances likely to cause any damage risk or hazard to the licensed land or any person on it;

2.7.2 Give to the Licensor within 7 days of its receipt by the Licensee a true copy of every notice, proposal or order given, issued or made in respect of the licensed land and full details of the circumstances of it;

2.7.3 Without delay take all necessary steps to comply with any notice, proposal or order referred to in paragraph 2.7.2 with which the Licensee is required to comply; and

2.7.4 At the request of the Licensor make or join with the Licensor in making such objections or representations against or in respect of any notice, proposal or order referred to in paragraph 2.7.2 as the Licensor deems expedient.

2.8 **Compliance with Law**

Comply at the Licensee's cost with the provisions of all statutes, regulations, local laws and by-laws relating to the licensed land and all lawful orders or direction made under them;

2.9 Compliance with Directions

2.9.1 At the Licensee's cost forthwith comply with any written direction given by the Secretary during the term as to the: -

- 2.9.1.1** grazing or management of the licensed land (including fencing), or the number and type of stock which may be depastured on the licensed land;
- 2.9.1.2** frequency, timing and method of cultivation;
- 2.9.1.3** water supply and other improvements;
- 2.9.1.4** reclamation of eroded areas and land degradation; or
- 2.9.1.5** retention or clearance of native vegetation.

2.10 Arrears and Interest

2.10.1 Pay to the Licensor: -

- 2.10.1.1** on any moneys payable by the Licensee to the Licensor and outstanding for thirty (30) days or on any judgment for the Licensor in an action arising under the Licence, interest at the penalty rate of interest for the time being made payable under the *Penalty Interest Rates Act 1983* computed from the date the moneys or judgment became payable until all moneys (including interest on them) are paid in full;
- 2.10.1.2** on demand all the Licensor's legal costs and disbursements payable in respect of or in connection with any assignment of this Licence or under-licensing of the licensed land, any surrender of this Licence, the giving of any consent by the Licensor or any failure by the Licensee to perform and observe this Licence, or any deed or other document executed in connection with this Licence.

2.11 Further Conditions

Comply with the Statutory and other Conditions contained in Item 13 of the Schedule and with the Special Conditions contained in Item 14 of the Schedule.

3 Licensee's Obligations (Negative)

The Licensee Hereby Covenants with the Licensor that during the term the Licensee will not -

3.1 Use of Licensed land

Use the licensed land for any purpose other than the specified purpose referred to in Item 12 of the Schedule or any additional purpose specified in Item 14 of the Schedule without first obtaining the Licensor's written consent which can be given or withheld at the absolute discretion of the Licensor or be given subject to conditions.

3.2 Allow rubbish

Permit any rubbish to accumulate in or about the licensed land.

3.3 Hazardous Chemicals

Keep any hazardous chemical on the licensed land without the Licensor's written consent which can be given or withheld at the absolute discretion of the Licensor or be given subject to conditions.

3.4 Burning

Undertake any burning of vegetation or any other matter on the licensed land without first obtaining any necessary permit and the written approval of the Licensor which can be given or withheld at the absolute discretion of the Licensor or be given subject to conditions PROVIDED HOWEVER that the consent of the Licensor is not required for the burning of crop stubble.

3.5 Assignment

Without first obtaining the written consent of the Licensor assign, under-license, mortgage, or charge this Licence or part with or share possession of the licensed land or any part of it.

3.6 Licensor's Entry

3.6.1 Prevent, attempt to prevent or in any other way hinder, obstruct or permit the hindrance or obstruction of the Licensor or the Licensor's employee or agent at any time from entering and remaining on the licensed land either with or without motor vehicles or other equipment for any purpose and in particular, but without restricting the generality of the foregoing, for any of the following purposes:-

- 3.6.1.1** retaking or attempting to retake possession of the licensed land;
- 3.6.1.2** inspection; or
- 3.6.1.3** any other lawful purpose.

3.7 Void insurance

Do or allow anything to be done which might result in any insurance's relating to the licensed land becoming void or voidable or which might increase the premium on any insurance.

3.8 Cultivation and Use of Licensed land

3.8.1 Without the Licensor's prior written approval, which can be given or withheld at the absolute discretion of the Licensor or be given subject to conditions, :-

- 3.8.1.1** fell, ringbark, injure, destroy or remove any living or dead vegetation (except weeds) or fallen timber on the licensed land;
- 3.8.1.2** plough, cultivate, work, break up or remove soil or construct any earthworks on the licensed land;
- 3.8.1.3** plant any vegetation, seed or crop on the licensed land; or
- 3.8.1.4** apply fertilizer to the licensed land.

3.9 Erection of Improvements

Erect or permit the erection of any improvement on the licensed land without the Licensor's prior written approval, which can be given or withheld at the absolute discretion of the Licensor or be given subject to conditions.

4 General Conditions

4.1 Termination upon Default

If the Licensor is satisfied, after giving the Licensee a reasonable opportunity to be heard, that the licensee has failed to comply with any terms or conditions of the licence, the Licensor may, by notice published in the Government Gazette, declare that the licence is cancelled, and upon cancellation the licensee will not be entitled to any compensation whatsoever.

4.2 Termination without Default

4.2.1 In addition to and not in substitution for the power to cancel this Licence under clause 4.1, the Licensor may by giving to the Licensee three months' written notice to that effect cancel this Licence upon a date to be specified in that notice notwithstanding that there has been no breach by the Licensee of any term or condition of this Licence.

4.2.2 If the licence is terminated under this clause the Licensee is entitled to receive and will be paid by the Licensor a refund of an amount of the licence fee paid.

4.2.3 The amount of refund will be determined by the Licensor on a pro rata basis, taking into account any period of the licence remaining at the date of cancellation.

4.2.4 Except as provided in sub clause 4.2.2 above no compensation is payable in respect of the cancellation of the licence.

4.3 Licensee's Improvements

4.3.1 The Licensee's improvements shall remain the property of the Licensee.

4.3.2 On the cancellation or expiration of the Licence the Licensee must, within a period of time specified by the Secretary, remove all Licensee's improvements from the licensed land and forthwith make good all damage caused to the licensed land by the affixing, retention or removal of Licensee's improvements to the satisfaction of the Secretary.

4.4 Secretary may remove and dispose of property

If the Licence expires, or is cancelled under clauses 4.1 or 4.2, the Secretary may at the end of the period of time specified under Clause 4.3.2 remove the Licensee's chattels and improvements and store them at the Licensee's expense without being liable to the Licensee for trespass, detinue, conversion or negligence. After storing them for at least one month, the Secretary may sell or dispose of them by auction, private sale, gift, distribution or otherwise and apply the net proceeds towards the payment of any moneys owed by the Licensee to the Licensor.

4.5 Licensor's/Secretary's Agents

Every act or thing to be done, decision to be made or document to be signed pursuant to this Licence by the Licensor or the Secretary and not required by law to be done, made or signed by the Licensor or the Secretary personally may be done made or signed by any person to whom such power has been delegated by the Licensor or the Secretary.

4.6 Notices

Any notice consent or demand or other communication to be served on or given to the Licensee by the Licensor under this Licence shall be deemed to have been duly served or given if it is in writing signed by the Licensor and delivered or sent by pre paid post to the Licensee's address set out in Item 4 of the Schedule or to the latest address stated by the Licensee in any written communication with the Licensor.

4.7 Review of Licence fee

The licence fee, unless it has been paid in full for the term, will be reviewed by the Licensor every three years from 1st October 1997, and the reviewed fee shall commence on the day following the date fixed for each such review.

4.8 Debt recovery

All moneys payable by the Licensee to the Licensor under this Licence are recoverable from the Licensee as liquidated debts payable on demand.

5 Definitions

Unless inconsistent with the context or subject matter each word or phrase defined in this clause has the same meaning when used elsewhere in the licence.

"commencement date" means the date described in Item 5 of the Schedule and is the first day of the term;

"Crown" means the Crown in right of the State of Victoria and includes the Secretary and each employee and agent of the Crown or the Secretary;

"GST" means a goods and services tax within the meaning of the *A New Tax System (Goods and Services Tax) Act 1999*.

"Department" means the Department of Energy, Environment and Climate Action or its successor in law;

"flora" has the same meaning as in the *Flora and Fauna Guarantee Act 1988*;

"hazardous chemical" includes gas, inflammable liquid, explosive substance, pesticide, herbicide, fertiliser and other chemicals;

"improvement" includes building, dam, levee, channel, sign, permanent fence, or other structure and any addition to an existing improvement;

"licensed land" means the land described in Item 9 of the Schedule;

"Licence fee" means the licence fee described in Item 7 of the Schedule as varied during the term;

"Licensee" means the person named in Item 3 of the Schedule and includes the permitted assigns and successors in law to a Licensee;

"Licensee's Improvements" includes growing crop, building, structure, sign, fence and any other structural improvement including dam, levee, channel or any other earthworks but does not include any such improvement shown in Item 14 of the Schedule as being or becoming the property of the Licensor;

"Licensor" means the Minister of the Crown for the time being administering Division 8 of Part 1 of the *Land Act 1958* or such other Minister of the Crown or Government Authority to whom responsibility for this Licence may at any time be given;

"person" includes a body corporate as well as an individual;

"pest animals" has the same meaning as in the *Catchment and Land Protection Act 1994*;

"rates and taxes" means all existing and future rates (including excess water rates and any special rates or levies) taxes, charges, tariffs, assessments, impositions and outgoings whatsoever now or at any time imposed, charged or assessed on or against the licensed land or the Licensor or the Licensee or payable by the owner or occupier of the licensed land;

"schedule" means the schedule to this Licence;

"Secretary" means The Secretary to the Department of Energy, Environment and Climate Action, the body corporate established under the *Conservation, Forests and Lands Act 1987*;

"sign" includes names, advertisements and notices;

"soil" includes gravel, stone, salt, guano, shell, sand, loam and brick earth;

"term" means the period of time set out in Item 6 of the Schedule, as and from the commencement date;

"weeds" include noxious weeds within the meaning of the *Catchment and Land Protection Act 1994*, and prescribed flora within the meaning of the *Flora and Fauna Guarantee Act 1988*;

"writing" includes typewriting, printing, photography, lithography and other modes of representing or reproducing words in a visible form and "written" has a corresponding meaning.

6 Interpretations

6.1 A reference importing the singular includes the plural and vice versa.

6.2 The index and headings are included for ease of reference and do not alter the interpretation of this Licence.

6.3 If any day appointed or specified by this Licence falls on a Saturday, Sunday or a day appointed under the *Public Holidays Act 1993* as a holiday for the whole day the day so appointed or specified is deemed to be the first day succeeding the day appointed or specified which is not a Saturday, Sunday or day appointed as a holiday.

6.4 References to an Act of Parliament or a section or schedule of it shall be read as if the words "or any statutory modification or re-enactment thereof or substitution therefor" were added to the reference.

6.5 If the Licensee comprises more than one person, the covenants and agreements contained in this Licence shall be construed as having been entered into by, and are binding, both jointly and severally on all and each of the persons who constitute the Licensee.

6.6 References to clauses, sub-clauses and Items are references to clauses, sub-clauses and Items of this Licence respectively.

APPENDIX B



Best Practice Blackberry Control

Options for Blackberry Control - Chemical/ Physical

Before deciding on control methods, a blackberry management plan should be developed. For more information, refer to the Weeds of National Significance Blackberry Control Manual.

<http://www.vicblackberrytaskforce.com.au/publications/blackberry-control-manual-complete.pdf>

Chemical

- The optimal time to spray blackberry is when the plant is actively growing. Flowering through to fruiting. **Note: Spraying blackberry before berry drop will go a long way in stopping the spread and growth. (Requirements under the CALP ACT 1994)**
- Do not spray blackberry when conditions are too hot (i.e. over 30 degrees)
- When mixing chemicals , the quality of water is important. PH , water hardness and dirty water can effect certain chemicals effectiveness.
- Choose the appropriate chemical for your particular situation. (i.e. Environmentally sensitive area, large infestation or small infestation)
 - Environmentally sensitive areas-glyphosate product without surfactant- 'Round-up Biactive (Will need follow up applications -low level of control). Is not selective so will kill other plants which may be providing ground cover and preventing erosion.
 - Small infestations (plants less than 2 years old) – Triclopyr picloram
 - Large infestations (plants older than two years) –Metsulfuron-methyl or Ticlopyr picloram.
 - For application techniques- refer to the blackberry manual and your chemical supplier. Always follow the product label.

Physical (Slashing, Mulching, Hand removal)

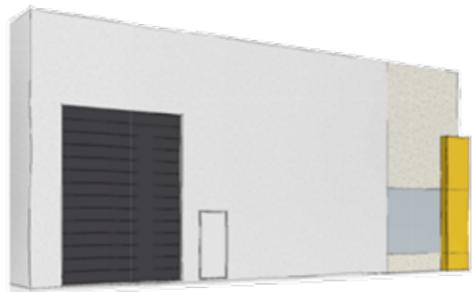
- Using Physical control options in conjunction with your chemical program can enhance results by reducing biomass, improving access and saving money. (After any physical control, such as slashing, you should wait for at least 50cm regrowth before applying chemical)
- For any land managers using a physical control option as a stand-alone measure, for instance organic farmers , reducing the growth and spread of blackberry is harder to achieve. Regular slashing of blackberry , (monthly or fortnightly) will deplete the plants energy resources in the extensive root system, thereby weakening the plant. But If you perform this practice irregularly, you will create a stronger root system. And secondly, for this technique to be successful , blackberry must be actively growing. (Nov-March/April)



A PERSPECTIVE VIEW A



B PERSPECTIVE VIEW B



C PERSPECTIVE VIEW C



DESIGN RESPONSE PLAN

DraftComps Services

Drawn: Author:

PROPOSED WAREHOUSE

17/24 PAR Commercial DPA 1.04

SHEET NO. A.1 TDA1

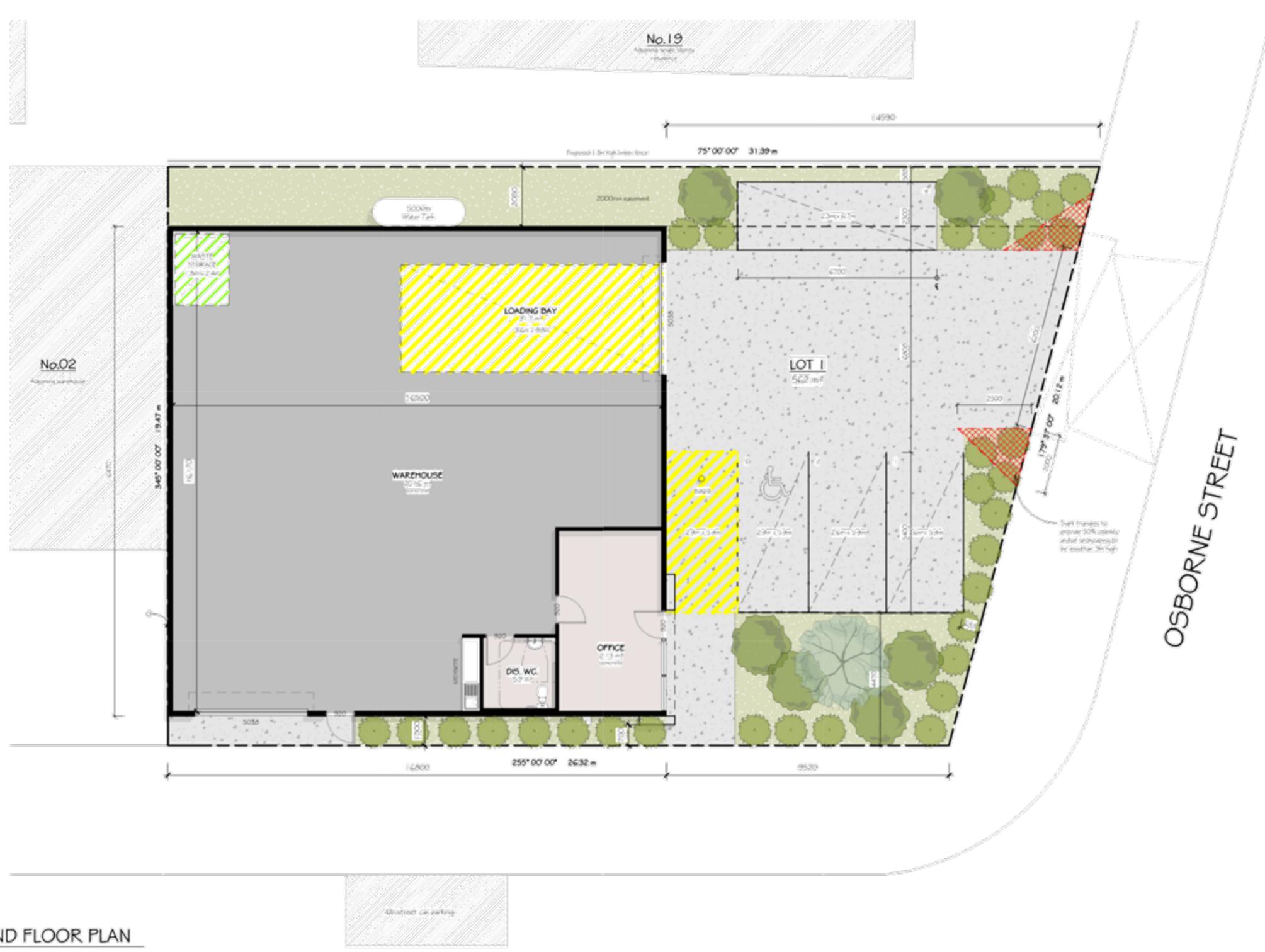


CARPARKING AREAS WAREHOUSE No.1	
TOTAL FLOOR AREAS	2402.00m ²
CARPARKING THE WAREHOUSE	0
CARPARKING RATE	1.75
CARPARKING MEASURE	1.00 per cent
CARPARKING REQUIRED	5 Spaces

AREA SCHEDULE		
Type	Area	Quantity
WAREHOUSE	2402.00	0.00
LOADING BAY	307.00	0.00
EXIST. AREA	32.00	0.00
Grand total	2741.00	0.00

SITE AREAS	
Site area	562.00m ²
Building area	2767.00m ²
Coverage	49.23%
Permeability	20.00%

LANDSCAPING	
Area of landscape	1124.00m ²
Percentage	20.00%



1 GROUND FLOOR PLAN
1:100

MCPHERSON STREET

 Draft Comps Services ARCHITECTURAL DRAFTING & ENGINEERING SOLUTIONS	DRAWN	SJ	PROPOSED: WAREHOUSE	SHEET SIZE:	SHEET NO:
	CHECKED	Ted Lord	ISSUE DATE: 20 June, 2024	A2	TP03
FOR: DNS Commercial Pty Ltd				JOB NO:	REVISION:

