

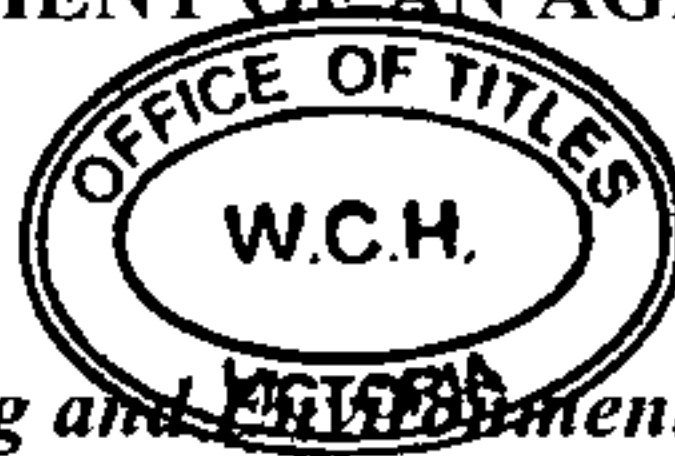
**AB437838W**



**FORM 15**

**Schedule 1 of the Planning and Environment Regulations**

**NOTIFICATION BY A RESPONSIBLE AUTHORITY OF  
AMENDMENT OF AN AGREEMENT**



s. 183

**Lodged at the Land Titles Office by:**

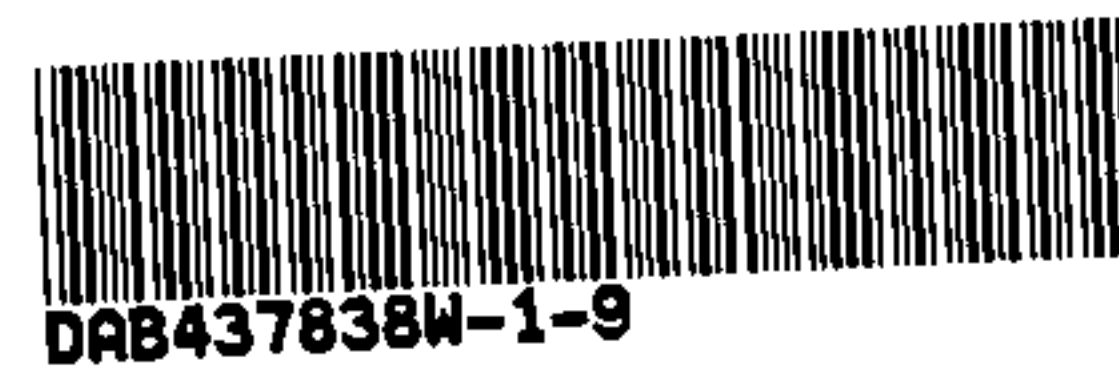
**Name:** BEST HOOPER

**Phone:** 9670-8951

**Address:** 563 Little Lonsdale Street, Melbourne

**Ref:** DSLG:9909.0823

**Customer Code:** 0485 U



The Authority notifies that the agreement has been amended and requires that the recording in the Register be altered accordingly.

**Land:** Certificate of Title:-

- Volume 6388 Folio ~~543~~ 593
- Volume 7292 Folio 273
- Volume 7302 Folio 355
- Volume 8079 Folio ~~94~~ 511
- Volume 8253 Folio 339
- Volume 8253 Folio 340
- Volume 10422 Folio 553

Now = 10687-719  
720 AND  
721

**Authority:** Surf Coast Shire Council of 25 Grossmans Road, Torquay

**Section and Act under which Agreement made:**

Section 178 *Planning and Environment Act 1987*

**RECORDED AGREEMENT NUMBER:** X409742 J

The Agreement has been amended in accordance with the terms of the Deed of Amendment to an Agreement, a copy of which is attached.

**Signature for the Authority:**

**Name of Officer:** MICHAEL ULBRICH

**Position Held:** ACTING CEO

**Dated:** 17/7/02

Handwritten initials and date: 23/11/02

DATED the

3rd

day of

July

2002

**SURFCOAST SHIRE COUNCIL**

- and -

**JOHN BRUCE ALLEN**

- and -

**JOHN BRUCE ALLEN as Executor of the  
ESTATE OF PATRICIA VALERIE ALLEN**



DAB437838W-2-7

---

**AGREEMENT**

---

**BEST HOOPER**  
Solicitors  
563 Little Lonsdale Street  
MELBOURNE

Ref: JDC:TLC:MF:99090823  
Tel: 9670 8951  
Fax: 9670 2954

**AB437838W**

24/07/2002 \$59

1834



THIS AGREEMENT is made the 3rd day of July 2002

BETWEEN:

**SURFCOAST SHIRE COUNCIL** of 25 Grossmans Road, Torquay in the State of Victoria ("the Responsible Authority") of the first part

- and -

**JOHN BRUCE ALLEN & JOHN BRUCE ALLEN** as Executor of the ESTATE OF **PATRICIA VALERIE ALLEN** care of Allen & Allen Solicitors, 20<sup>th</sup> Floor, 114 William Street, Melbourne in the State of Victoria ("the Owners") of the second part

WHEREAS:

- A. The Owners are the registered proprietors of the land comprised in Certificates of Title Volume 6388 Folio <sup>543</sup>~~593~~, Volume 7292 Folio 273, Volume 7302 Folio 355, Volume 8079 Folio <sup>911</sup>~~511~~, Volume 8253 Folio 339 and Volume 8253 Folio 340 and Volume 10422 Folio 553 ("the land").
- B. An Agreement pursuant to Section 173 of the *Planning and Environment Act 1987* ("the S. 173 Agreement") affects the land. A copy of the S. 173 Agreement forms Schedule 1.

C. Clause 4 of the S. 173 Agreement, states:-



**"4. SPECIFIC OBLIGATIONS OF THE OWNER**

*The Owner covenants and agrees that:*

- 4.1 *None of the lots created on the Plan of Subdivision of the land (any of such lots to be referred to in this Agreement as "the lot") shall be further subdivided.*



4.2 *Not more than one dwelling shall be constructed on the lot.*

4.3 *An area of the land with a minimum width of 10 metres along the Painkalac Creek shall be noted on any Plan of Subdivision of the land as public open space to vest upon registration of any Plan of Subdivision of the land in the Council.*

4.4 *A building envelope shall be created for the lot as follows:-*

(a) *A minimum setback of 40 metres from the boundary of the road reserve of the road known as Bambra Road.*

(b) *A building area of not greater than 500m<sup>2</sup>.*

4.5 *No building shall be constructed outside the building envelope.*

4.6 *The wall height of any building shall be a maximum of 3 metres above the natural ground level of the lot.*

4.7 *The maximum height of any building on the lot shall be 5 metres above the natural ground level of the lot.*

4.8 *No development shall commence on any of the lots unless the planting shown on the landscape plan endorsed to the permit ("the Endorsed Landscaping Plan") has been established for a period of at least two years prior to the commencement of any development.*

4.9 *The planting on the endorsed landscape plan shall be maintained to the satisfaction of the Council.*



4.10 *Save for the establishment of garden beds within a 10 metre radius of any buildings, no planting shall be undertaken on the lot other than in accordance with the endorsed landscaping plan without the written consent of the Council.*



DAB437838W-5-1

4.11 *No dogs shall be kept on the lot.*

4.12 *All storm-water runoff from any building and any hard surfaces on the lot shall be treated to the satisfaction of the Responsible Authority prior to discharge into Painkalac Creek."*

D. The Responsible Authority and the Owners agree to the variation of the S 173 Agreement contained on the Title by inserting an additional covenant in Clause 4 of the S.173 Agreement as follows:

*"4.13 The ongoing implementation of the Conservation Management Plan endorsed under Permit 97/7281 shall be undertaken in accordance with the requirements of the Plan."*

A copy of the Conservation Management Plan forms Schedule 2 to this Agreement.

E. In order to give effect to the agreement referred to in Recital D, the parties enter into this agreement which the parties agree constitutes an amendment to the S. 173 Agreement insofar as it affects the land, pursuant to Section 178 of the *Planning and Environment Act 1987* ("the Act").

F. The Responsible Authority is responsible under the Act for the administration and enforcement of the Surfcoast Shire Planning Scheme ("the Planning Scheme") in respect of the land.

**AB437838W**



24/07/2002 \$59

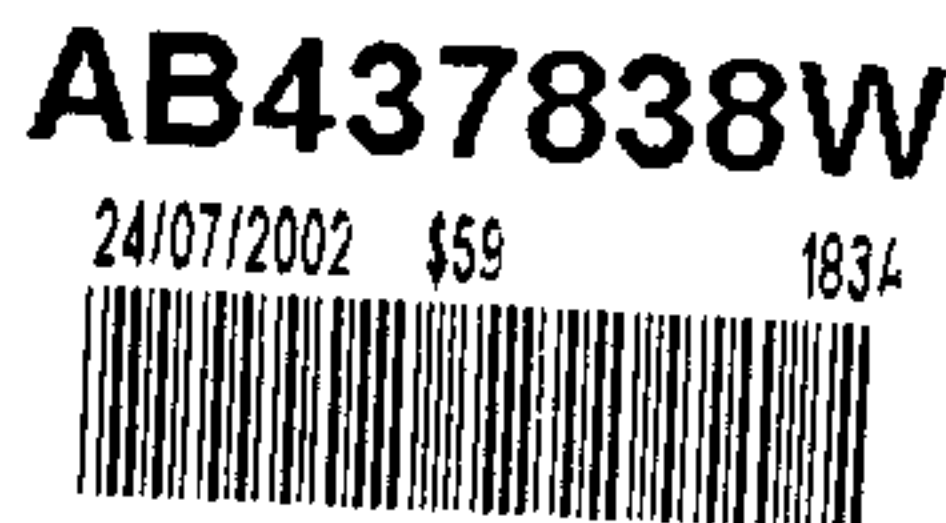
1834

**NOW IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:-**

Interpretation



- 1.1 Words importing the singular shall include the plural and words importing the masculine gender shall include the female and if applicable a corporation.
- 1.2 This Agreement shall be governed and construed in accordance with the laws for the time being of the State of Victoria.
- 1.3 Any notice shall be given or served by being delivered to any party at the address in the State or Territory shown in this Agreement for that party or at such other address as any party may nominate in writing to the other parties or by being posted to that address and if served by post shall be deemed to be duly served at the expiration of fourteen days after the time of posting unless in the meantime the letter is returned unclaimed.
- 1.4 Any notice to be given by any of the parties may be executed under common seal, by the attorney or attorneys of the party or by the manager, director, secretary or solicitor for the time being of the party.
- 1.5 In any case where one or more of the terms, conditions and provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect the remaining terms, conditions and provisions shall nevertheless remain in full force and effect.
- 1.6 Unless otherwise stated the terms and conditions of this Agreement shall be the whole of the terms and conditions between the parties hereto. Any additions or variation in such terms and conditions shall be of no effect unless in writing and attached to this Agreement.
- 1.7 Time shall be of the essence of this Agreement.



- 1.8 Headings in this Agreement are for convenience only and shall not affect the interpretation or construction hereof. All schedules and annexures to this Agreement are incorporated in and form part of this Agreement.
- 1.9 Any reference to any Act of Parliament shall be deemed to include any amendment, replacement or re-enactment of that Act for the time being in force and to include any by-laws, local laws, licenses, statutory instruments, rules and regulations, orders, notices and directions, consents or permission made under it and any condition attaching to it.
- 1.10 The Owners shall be deemed to include their successors assigns and transferees and the obligations imposed upon and assumed by the Owners shall also be binding on their successors transferees purchasers mortgagees and assigns as if each of them had separately executed this Agreement.
- 1.11 Without limiting the operation or effect which this Agreement otherwise has, the parties acknowledge that this Agreement is made pursuant to the provisions of Section 178 of the Act.

Commencement of Agreement



2. This Agreement shall come into force and effect immediately upon its execution by both parties.

Parties' agreement

3. The Responsible Authority and the Owners covenant and agree that by virtue of this Agreement a new paragraph 4.13 stated as follows, is included as the last item in clause 4 in the S. 173 Agreement:-



"4.13 *The ongoing implementation of the Conservation Management Plan endorsed under Permit 97/7281 shall be undertaken in accordance with the requirements of the Plan.*"

4. In the event of any inconsistency between this Agreement and any of the provisions of the S. 173 Agreement, the provisions of this Agreement prevail.

5.1 The Owners will do all things necessary, including signing any further agreements, undertakings, covenants and consents, approvals or other documents necessary for the purpose of ensuring that the Owners carry out the Owners' covenants under this Agreement and to enable the Responsible Authority to enforce the performance by the Owners of such covenants and undertakings.

5.2 The Owners will consent to the Responsible Authority making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the land in accordance with Section 181 of the Act and do all things necessary to enable the Responsible Authority to do so, including signing any further agreement, acknowledgment or documents or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that Section.

6. The Owners warrant and covenant that:-



(i) they are the registered proprietors of the land;

(ii) the subject land or any part of it is not subject to any rights obtained by adverse possession or subject to any easements, rights or encumbrances mentioned in Section 43 of the *Transfer of Land Act 1958*.

7. The Owners warrant and covenant that any mortgagee in respect of the land will provide its consent in writing to -





(a) the Owners entering into this Agreement;



(b) being bound by the terms of this Agreement should it become the mortgagee in possession of the land.

8. The Owners shall not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the land without first providing to their successors a copy of the executed Agreement.

9. The Owners shall forthwith on demand pay to the Responsible Authority the Responsible Authority's costs and expenses (as between solicitor and own client) of and incidental to this Agreement and of anything consequent thereon, relating thereto, pursuant thereto or in furtherance thereof (including, but without limiting the generality of the foregoing, anything done in anticipation or in the negotiation of this Agreement and the enforcement of any obligations imposed by the Owners herein). To the extent that any such costs and expenses constitute legal professional costs, the Responsible Authority may have them assessed by the Law Institute of Victoria Costs Service and, in the event, the parties shall be bound by the amount of such assessment with any fee for obtaining such assessment being borne equally by the Owners and the Responsible Authority.

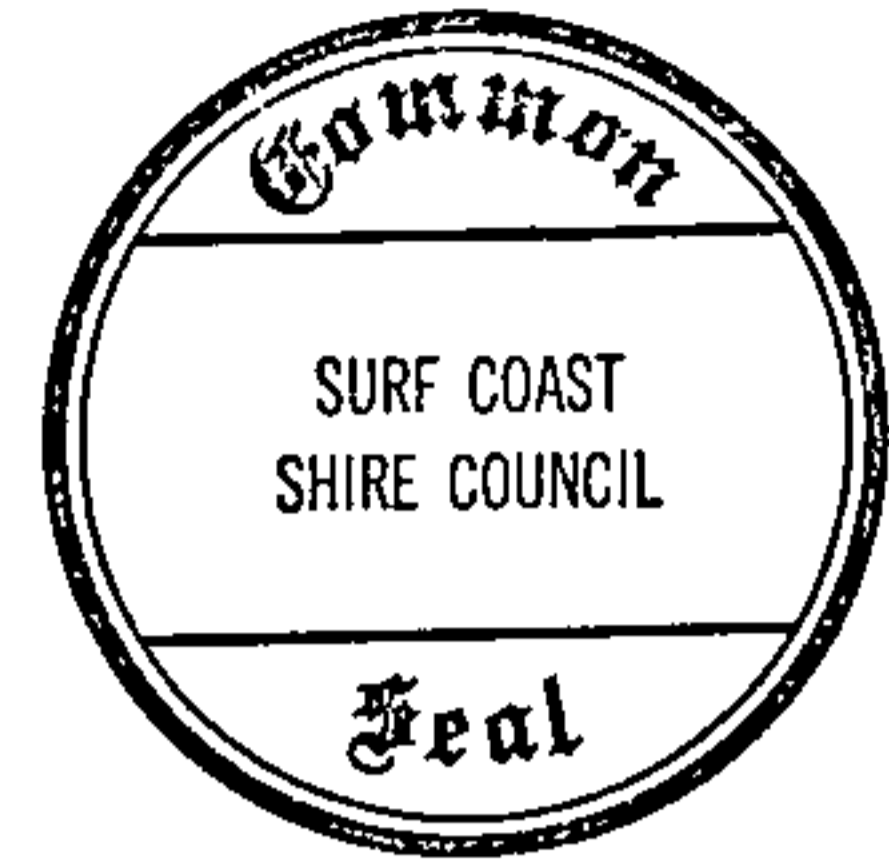
10. In the event of a dispute arising between the parties concerning any matter contained in this Agreement, the parties agree to submit the dispute to the determination of a person nominated by the President for the time being of the Law Institute of Victoria acting as an expert and not as an arbitrator whose decision shall be final and binding on the parties. Each party shall pay its own costs in relation to the determination of such dispute.

11. In all other respects the S. 173 Agreement is affirmed.



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

THE COMMON SEAL of )  
SURFCOAST SHIRE COUNCIL )  
is affixed hereto in the presence of: )



*[Signature]* ..... Councillor

*[Signature]* ..... Chief Executive Officer

SIGNED SEALED AND DELIVERED )  
by JOHN BRUCE ALLEN: )  
in the presence of: )

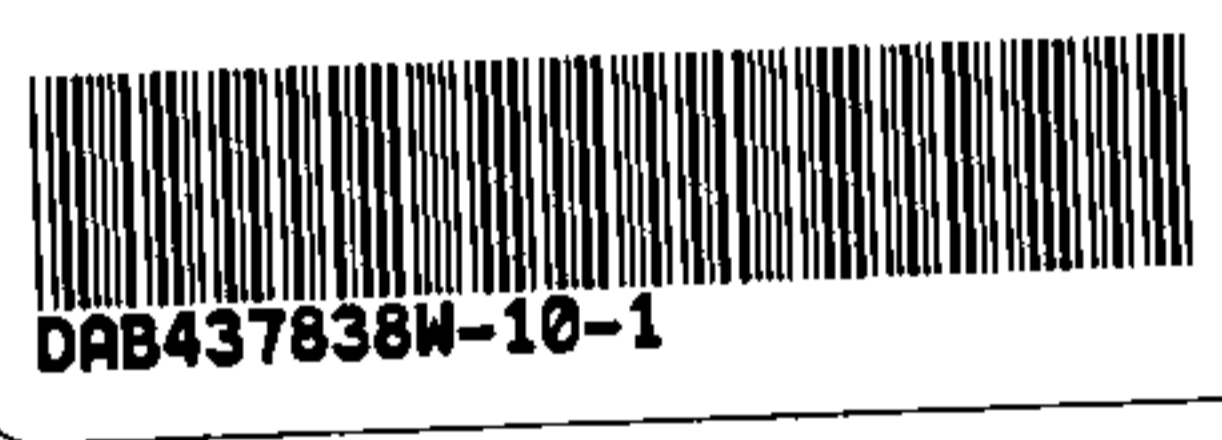
*J. B. Allen*

*[Signature]* ..... Witness

*Domonic Leary* ..... Full name

*563 Little Lane* ..... Usual address

*St Mells* .....



SIGNED by JOHN BRUCE ALLEN )  
as Executor of the Estate of )  
PATRICIA VALERIE ALLEN )  
in the presence of: )

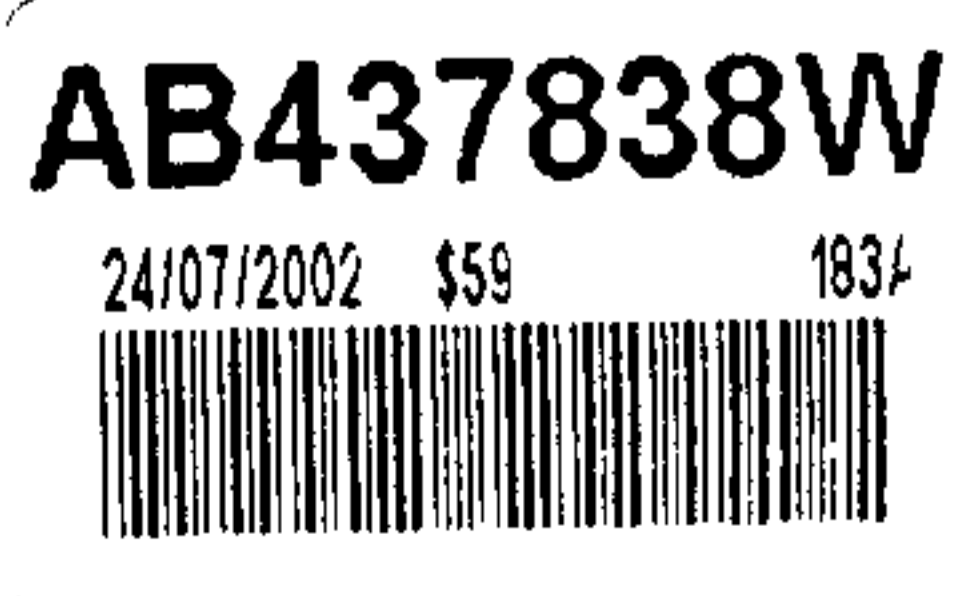
*J. B. Allen*

*[Signature]* ..... Witness

*563 Little Lane* ..... Full name

*St* ..... Usual address

*Melkum Road* .....



## SCHEDULE 1



DAB437838W-11-5



**SURF COAST SHIRE COUNCIL**

- and -

**MR JOHN BRUCE ALLEN and ESTATE of PATRICIA VALERIE ALLEN**

---

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

---



**Subject Land: 23-79 Bambra Road, Aireys Inlet**

**KLM Gerner Consulting Group**  
117 Church Street, Hawthorn Vic 3122  
Tel (03) 9819 3199 Fax (03) 9819 1390  
Ref 1363R7



**PLANNING AND ENVIRONMENT ACT 1987**

**SECTION 173 AGREEMENT**

**THIS AGREEMENT** is made on the \_\_\_\_\_ day of \_\_\_\_\_ 2000

**BETWEEN:**

**SURF COAST SHIRE COUNCIL** of 25 Grossmans Road, Torquay, in the State of Victoria (hereinafter called "the Council")

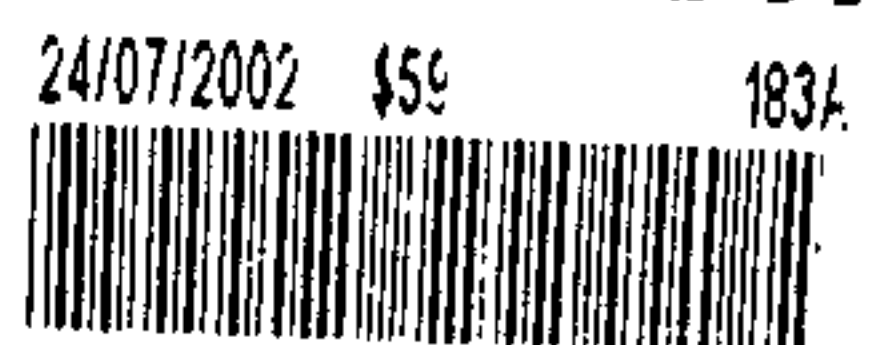
- and -

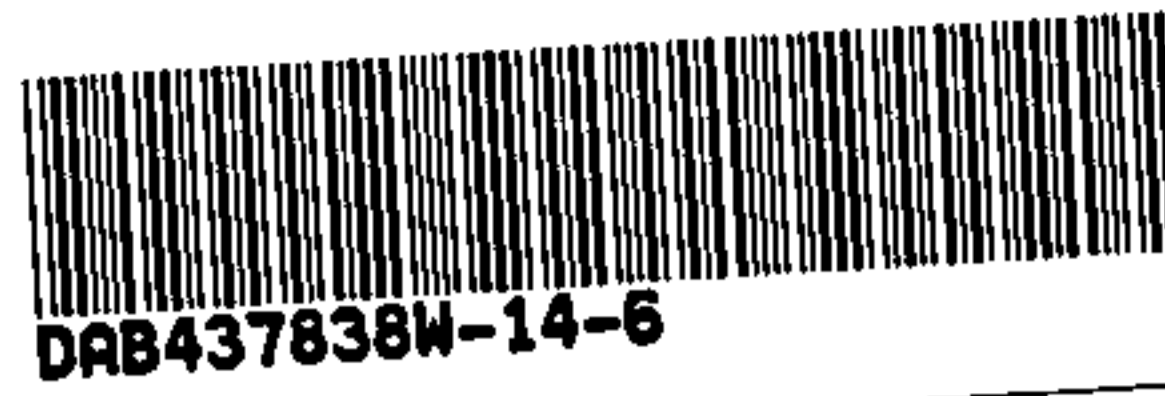
**JOHN BRUCE ALLEN and ESTATE OF PATRICA VALERIE ALLEN** c/o Allen & Allen Solicitors, 20<sup>th</sup> Floor, 114 William Street, Melbourne 3000 in the State of Victoria (hereinafter called "the Owner").

**WHEREAS:**

- A. The Owner is the owner and registered proprietor of the land more particularly described in Certificates of Title Volume 8079 Folio 911, Volume 7292 Folio 273, Volume 10422 Folio 553, Volume 6388 Folio 543, Volume 7302 Folio 355, Volume 8253 Folio 340, Volume 8253 Folio 339, ("the Land").
- B. The Land is situated within the boundaries of the Surf Coast Shire which administers the Surf Coast Planning Scheme (the Planning Scheme).
- C. Pursuant to the Planning and Environment Act ("the Act") the Council is the Responsible Authority for the administration and enforcement of the Planning Scheme.
- D. The Council has issued Permit No.97/7281 (the Permit).
- E. Condition 2 of the Permit requires the execution of an Agreement between the Responsible Authority and the Owner pursuant to Section 173 of the Act prior to the certification of any Plan of Subdivision for the land and prior to the commencement of any development on the Land.
- F. The Council 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 an Agreement made pursuant to Section 173 of the Act.

**AB437838W**





**NOW THIS AGREEMENT WITNESSETH AND THE PARTIES AGREE as follows:**

**1. DEFINITIONS**

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

- 1.1 "the Act" means the Planning and Environment Act 1987.
- 1.2 "the Council" means Surf Coast Shire Council.
- 1.3 "the 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 land or any relevant part of it.
- 1.4 "the Scheme" means the Surf Coast Planning Scheme or any amendment thereof or any Planning Scheme made by the Minister for Planning and Local Government in place thereof.
- 1.5 "the Land" means the whole of the land in Certificates of Title Volume 8079 Folio 911, Volume 7292 Folio 273, Volume 10422 Folio 553, Volume 6388 Folio 543, Volume 7302 Folio 355, Volume 8253 Folio 340, Volume 8253 Folio 339 situated at 23-79 Bambra Road, Aireys Inlet or any part of such land.
- 1.6 "the Permit" means permit No 997/7281 issued by the Council on March 24, 1999.

**2. INTERPRETATION**

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and the plural includes the singular.
- 2.2 A reference to gender includes a reference to each other gender.
- 2.3 A reference to person includes a reference to a firm, corporation or other corporate bodies and their successors.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and severally.
- 2.5 A reference to a statute shall include any statutes amending, consolidating or replacing same and any other regulations made under such statutes.

**AB437838W**

24/07/2002 \$59 1834



2.6 All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.

### 3. COMMENCEMENT OF AGREEMENT

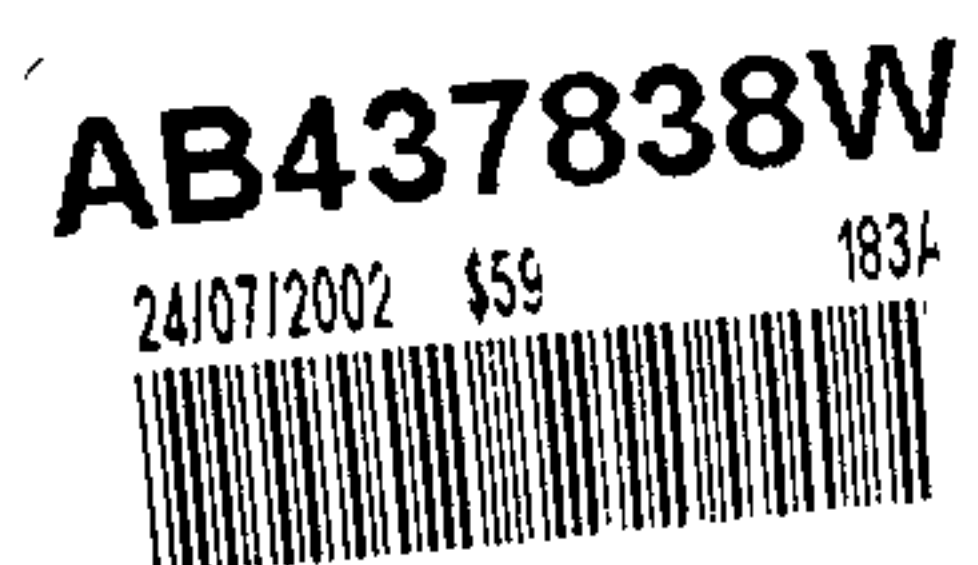
This Agreement shall commence on the date hereof.

### 4. SPECIFIC OBLIGATIONS OF THE OWNER



The Owner covenants and agrees that:

- 4.1 None of the lots created on the Plan of Subdivision of the land (any of such lots to be referred to in this Agreement as "the lot") shall be further subdivided.
- 4.2 Not more than one dwelling shall be constructed on the lot.
- 4.3 An area of the land with a minimum width of 10 metres along the Painkalac Creek shall be noted on any Plan of Subdivision of the land as public open space to vest upon registration of any Plan of Subdivision of the land in the Council.
- 4.4 A building envelope shall be created for the lot as follows:-
  - (a) A minimum setback of 40 metres from the boundary of the road reserve of the road known as Bambra Road.
  - (b) A building area of not greater than 500 m<sup>2</sup>.
- 4.5 No building shall be constructed outside the building envelope.
- 4.6 The wall height of any building shall be a maximum of 3 metres above the natural ground level of the lot.
- 4.7 The maximum height of any building on the lot shall be 5 metres above the natural ground level of the lot.
- 4.8 No development shall commence on any of the lots unless the planting shown on the landscape plan endorsed to the permit ("the Endorsed Landscaping Plan") has been established for a period of at least two years prior to the commencement of any development.
- 4.9 The planting on the endorsed landscape plan shall be maintained to the satisfaction of the Council.





- 4.10 Save for the establishment of garden beds within a 10 metre radius of any buildings, no planting shall be undertaken on the lot other than in accordance with the endorsed landscaping plan without the written consent of the Council.
- 4.11 No dogs shall be kept on the lot.
- 4.12 All storm-water runoff from any building and any hard surfaces on the lot shall be treated to the satisfaction of the Responsible Authority prior to discharge into Painkalac Creek.

**5. FURTHER OBLIGATIONS OF THE OWNER**

- 5.1 The Owner agrees to do all things necessary to enable the Council to enter a Memorandum of this Agreement on the Certificate of Title to the Land after the Approval Date in accordance with Section 181 of the Act.
- 5.2 The Owner shall bear the reasonable costs of and incidental to the making of this Agreement and the registration of a Memorandum of this Agreement at the Land Titles Office pursuant to Section 181 of the Act and any duties or fees payable in connection with either the Agreement or the registration of the Memorandum at the Land Titles Office.
- 5.3 The Owner covenants and agrees to bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns of the Land.

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

**THE COMMON SEAL of SURF COAST SHIRE COUNCIL**  
was hereunto affixed in the presence of:

..... Councillor

..... Chief Executive Officer

**SIGNED** by the said **JOHN BRUCE ALLEN** in the presence of:

..... Witness

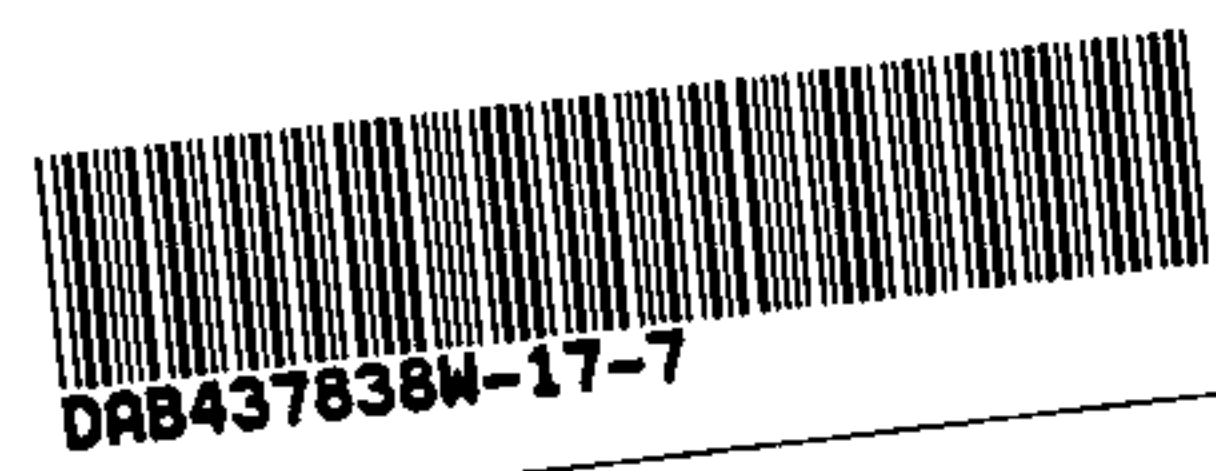
**SIGNED** by **JOHN BRUCE ALLEN** as Executor of the Estate of **PATRICIA VALERIE ALLEN** in the presence of:

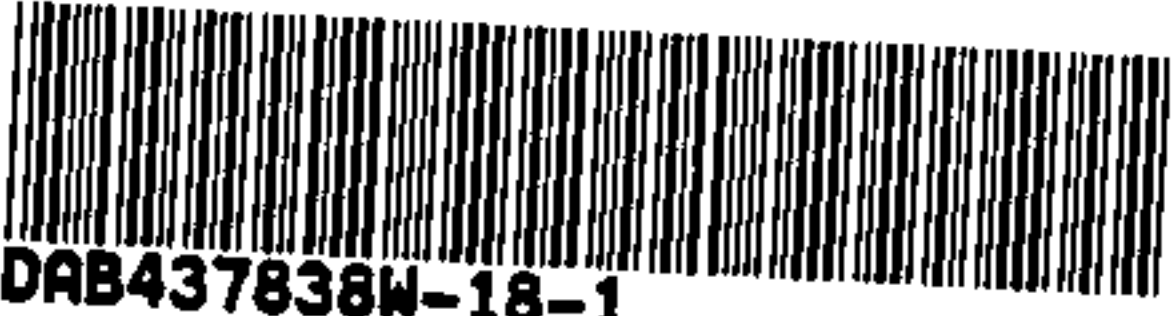
..... Witness



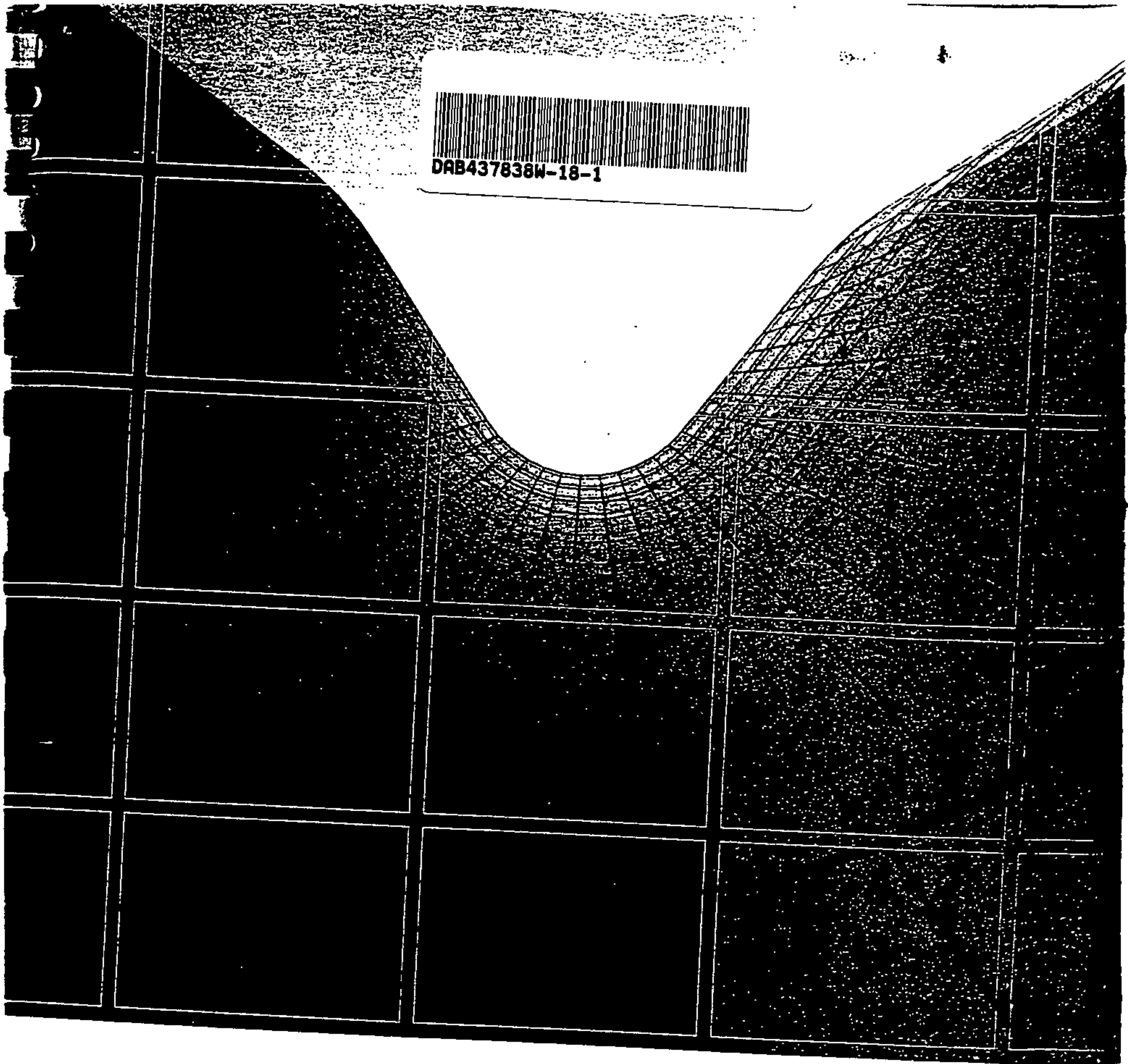


## SCHEDULE 2





DAB437838W-18-1



# Bambra Road Subdivision, Airleys Inlet

Conservation and Management Plan

Allen & Allen Barristers & Solicitors

February 2002

698213RP2

[www.erm.com](http://www.erm.com)

**AB437838W**

24/07/2002 \$59

183A



**FINAL REPORT**

**BAMBRA ROAD  
SUBDIVISION,  
AIREYS INLET**


*Conservation and  
Management Plan*



DAB437838W-19-4

February 2002

Reference: 698213 RPT2

For and on behalf of Environmental Resources Management Australia	
Approved by:	Allan Wyatt
Signed:	
Position:	Principal
Date	8 <sup>th</sup> February 2002

**AB437838W**

24/07/2002 \$59 1834



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PLANNING & ENVIRONMENT ACT 1987

**SURF COAST PLANNING SCHEME**  
 Amended Plan Endorsed  
 under Condition 12(1) of  
 Permit 9717281 dated 21/3/1999

Signed *[Signature]*

Date 13/3/02 For and on behalf of the  
 Council of the Surf Coast Shire

Sheet No. 1 of 9 sheets

## AB437838W

24/07/2002 \$56 1834





DAB437838W-21-3

Chapter 1

Amended Plan Endorsed  
 under Condition 11(a) of  
 Permit 1717281... dated 24.1.99  
 Signed .....  
 Date 3.13.92 For and on behalf of  
 Council of the Surf Coast S

# INTRODUCTION

Sheet No. 2 of 9 sheets

ERM were commissioned to prepare a management plan for areas of revegetation within a new rural residential area at Aireys Inlet. Management actions are required in order to ensure the ongoing success of the landscape.

## 1.1 THE LANDSCAPE PLAN AS PER CONDITION 11

The Figure below shows the drawing prepared as part of the Permit Application and amended to show three lots as approved (the amalgamation of lots 3 & 4 as per Condition 1 (a)) and amended planting areas as generally agreed by a Council Officer.

As shown on the plan above, the majority of new planting is adjacent to Bambra Road and along fencelines, separating the three allotments. This planting was in response to Condition 11 of the Permit, which stated:

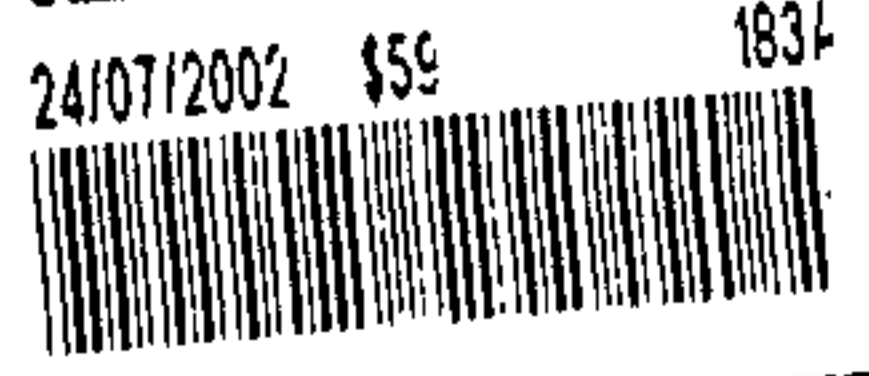
- a) *When specified vegetation reaches maturity it will:*
  - (i) *provide effective screening of buildings from the south of the subject land*
  - (ii) *provide substantially screened views of buildings from viewpoints on Bambra Road.*
- b) *Inclusion of a mix of native vegetation species including trees and shrubs which are native to the hill slopes to the east and west of the subject land.*
- c) *Planting of vegetation is to occur at densities and with a distribution reflecting native vegetation in the area.*

Planting, in accordance with the Town Planning application, was undertaken prior to October 1999. The planting was based on the plan prepared by ERM Mitchell McCotter (Drawing No. 698213 / LS2, August 1998).

In accordance with the permit (Condition 11(b)), species were planted that were indigenous to the hills to the east and west as well as other native species.

Species that were planted are listed below.

# AB437838W





DAB437838W-22-7

**Botanical Name**

- Eucalyptus radiata*
- E. cladocalyx*
- E. sideroxylon*
- E. tricarpa*
- E. viminalis*
- E. ovata*
- Acacia melanoxylon*
- A. verniciflua*
- Goodenia ovata*
- Poa labillardieri*

**Common Name**

- Narrow Leafed Pepper Gum
- Sugar Gum
- Red Ironbark
- Red Ironbark
- Manna Gum
- Swamp Gum
- Blackwood
- Varnish Wattle
- Hop Goodenia
- Tussock Grass

PLANNING & ENVIRONMENT

**SURF COAST PLANNING SCHEME**

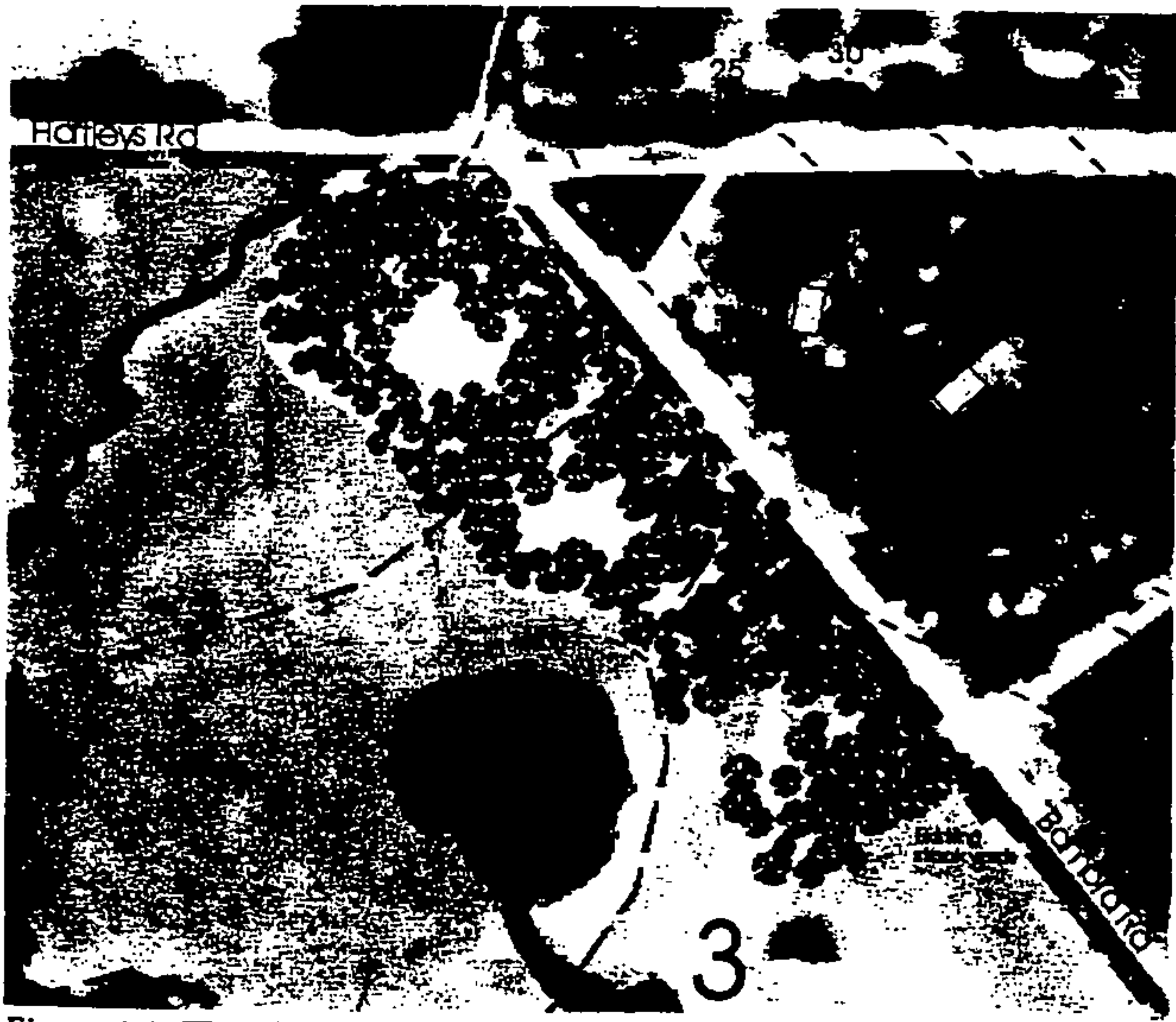
Amended Plan Endorsed  
under Condition 12 of

Permit 971.7281 dated 21.3.1999

Signed ..... *[Signature]* .....

Date 13/3/99 For and on behalf of the  
Council of the Surf Coast Shire

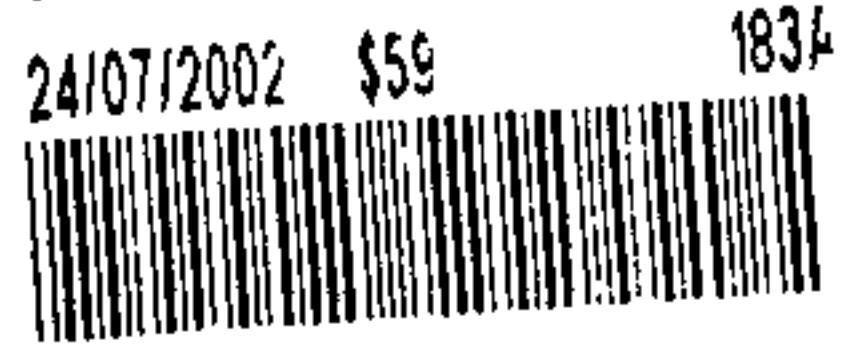
Sheet No. 3 of 9 sheets



**Figure 1.1 The planted vegetation**

Initially more than 600 trees and shrubs were planted along the boundaries between the allotments and along Bambra Road. This planting was subsequently approved by a Council Officer and will be maintained as part of the conservation plan.

**AB437838W**

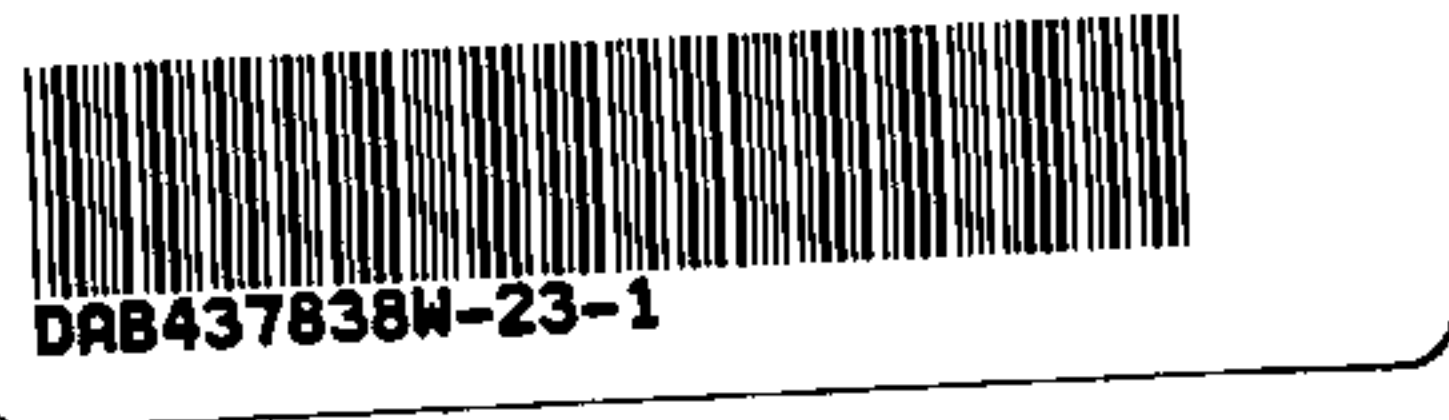


PLANNING & ENVIRONMENT	
SURF COAST PLANNING SCHEME	
Amended Plan Endorsed under Condition 12 of	
Permit 7172E1 dated 21.3.199	
Signed	<i>[Signature]</i>
For and on behalf of the Council of the Surf Coast Shire	
Date	13.3.92
Sheet No. 3 of 9 sheets	

Botanical Name	Common Name
<i>Eucalyptus radiata</i>	Narrow Leafed Pepper Gum
<i>E. cladocalyx</i>	Sugar Gum
<i>E. sideroxylon</i>	Red Ironbark
<i>E. tricarpa</i>	Red Ironbark
<i>E. viminalis</i>	Manna Gum
<i>E. ovata</i>	Swamp Gum
<i>Acacia melanoxylon</i>	Blackwood
<i>A. verniciflua</i>	Varnish Wattle
<i>Goodenia ovata</i>	Hop Goodenia
<i>Poa labillardieri</i>	Tussock Grass



**Figure 1.1 The planted vegetation**  
Initially more than 600 trees and shrubs were planted along the boundaries between the allotments and along Bambra Road. This planting was subsequently approved by a Council Officer and will be maintained as part of the conservation plan.



**SURF COAST PLANNING SCHEME**  
 Amended Plan Endorsed  
 under Condition 12 of  
 Permit 97172EJ dated 29/3/99  
 Signed .....  
 Date 3/3/02 For and on behalf  
 Council of the Surf Coast  
 Sheet No. 1 of 9 sheets

Chapter 2

# CONSERVATION MANAGEMENT PLAN

## 2.1 PERMIT CONDITIONS

Condition 12 of the Planning Permit states:

*A conservation management plan must be prepared to the satisfaction of the responsible authority for the protection of remnant native vegetation on the southern areas of the subject land. This plan will show:*

- a) *management proposals for areas of habitat value, being the existing mature trees and the ephemeral wetlands areas, which should be retained;*
- b) *retention of mature trees with suitable nesting hollows;*
- c) *protection of remnant trees and vegetation with sign posting and fencing by standard post and wire fencing; and*
- d) *retention of remnant roadside vegetation outside the eastern boundary of the subject site, along Bambra Road, wherever practicable.*

*Once approved, this plan shall become 'the endorsed conservation management plan' to this permit.*

This section of the report is to fulfil the requirements of the conservation and management plan.

## 2.2 MANAGEMENT OBJECTIVES

The overall management objectives are to:

- Provide protection for the planting that was undertaken on or before October 1999. Construction of buildings can commence in October 2001 (under the conditions of the permit, construction must wait two years after completion of the planting).
- Protect and maintain existing remnant trees and ephemeral wetlands along the western boundary of the site as well as fauna habitats associated with these







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areas, particularly in the older remnant Eucalypts on the property to enhance the conservation values of the site and adjoining Painkalac Creek

- Control and manage weeds and feral animals.
- Manage the threat of wildfires.

Ensure adequate and responsible management.

**2.3 ACTIONS UNDER THE MANAGEMENT PLAN**

- Preserve the existing remnant Eucalypts and wetlands along the western boundary.
- Contain services such as electricity and sewage to driveway alignments to reduce edge effects and the amount of machinery trampling, excessive run-off, disturbance and weed invasion.
- Construct temporary and permanent fences to minimise edge effects and unnecessary disturbance and protect conservation areas. Fencing will control human access, minimise soil compaction, tree root trampling and flattening of any regenerating areas and they will highlight the conservation value of the area by indicating areas warranting protection.
- Implement fire, weed and pest management and erosion and sediment control measures with minimal impact on threatened and significant species.
- Undertake an annual monitoring and evaluation program to assess achievement and management objectives.

PERMITS & ENVIRONMENT ACT 1988

**SURF COAST PLANNING SCHEME**  
 Amended Plan Endorsed  
 under Condition 112 of  
 Permit 9772E1 dated 24/3/02

Signed *[Signature]*

Date 3/3/02 For and on behalf  
 Council of the Surf Coast

Sheet No. 5 of 9 sheets

**2.3.1 Temporary fencing protection of planted areas and building envelope**

Temporary fences should surround the recently planted areas as well as the outer perimeter of the building envelope.

Temporary fencing (i.e. star picket and orange mesh fence) will prevent damage from uncontrolled or accidental access, or stockpiling during construction.

This will provide protection from machinery and ensure that bulldozers or vehicles do not cross into the planted areas. Temporary fences will be constructed with



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minimal impact and will be removed after planting has established and the construction work has been completed.

Erection of temporary fencing around perimeter of building envelope and access road needs to be constructed prior to commencement of and building and works.

### 2.3.2 Permanent fencing of wetlands and remnant vegetation

Permanent fencing shall follow the outer perimeter of any ephemeral wetlands and surround existing remnant vegetation. The proposed layout of permanent fencing is illustrated below.

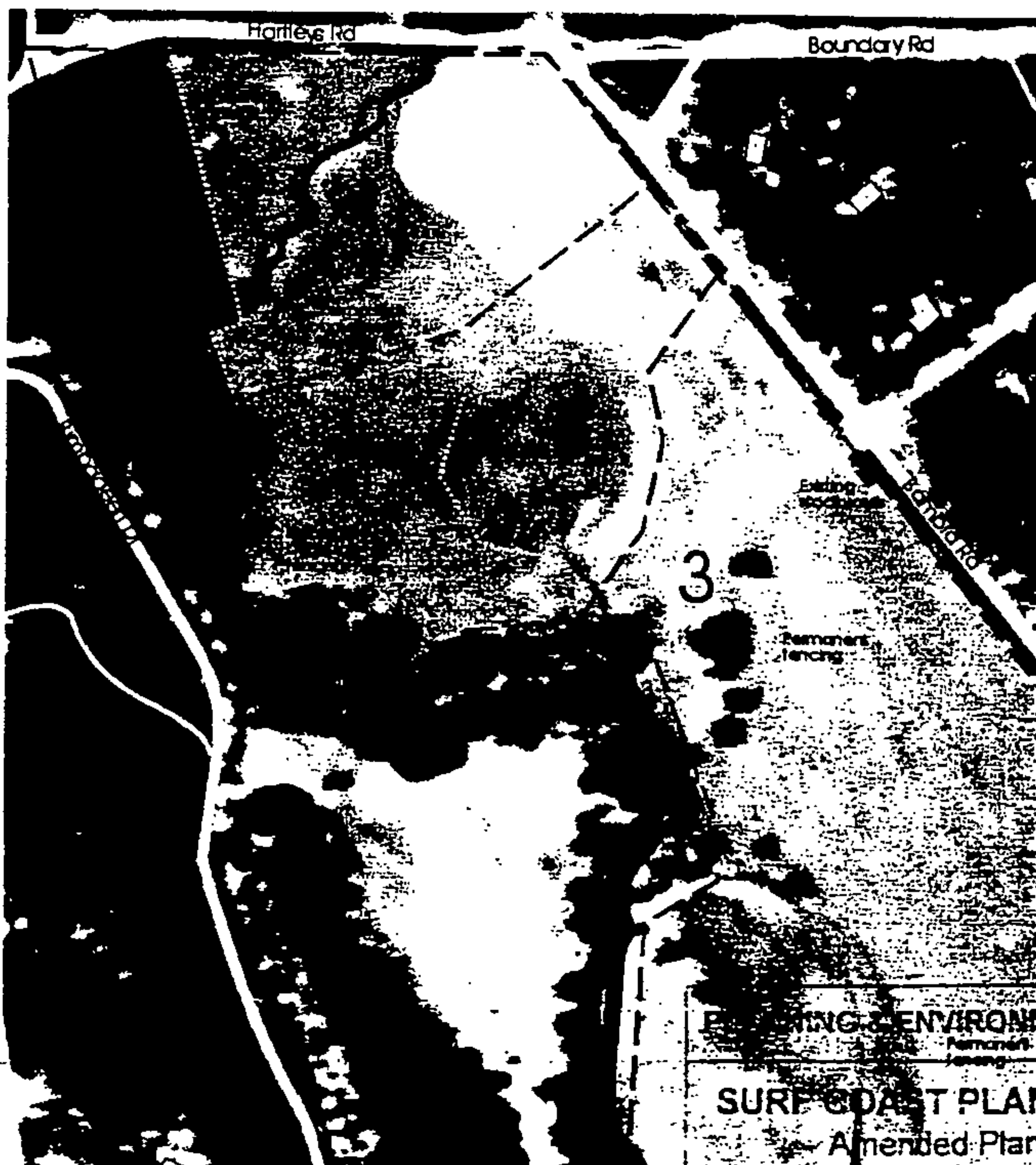


Figure 2.2 Permanent fencing

ENVIRONMENTAL RESOURCES MANAGEMENT ACT 1987

Permanent Fencing

**SURF COAST PLANNING SCHEME**

Amended Plan Endorsed under Condition 12.11 of

Permit 1777 E.L. dated 24.1.2009

Signed *[Signature]*

ENVIRONMENTAL RESOURCES MANAGEMENT AUSTRALIA

For and on behalf of the Council of the Surf Coast Shire

13.1.2002

b... of ... 9... sheets

**SURF COAST PLANNING SCHEME**

Amended Plan Endorsed  
under Condition 1.7.1 of

Permit 97/728.1 dated 24.3.1991

Signed *[Signature]*  
Date 13.3.02  
Council of the Surf Coast Shire

The black dotted lines illustrate the perimeter fencing, while the yellow dotted lines show the internal permanent post and wire fencing constructed around wetlands and areas of remnant vegetation.

All permanent fencing should be post and 5-strand wire with timber droppers to a standard approved by Surf Coast Shire.

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Erection of permanent fencing around conservation areas shall generally be in accordance with Figure 2.2 and is to occur before the commencement of any building and works.

**2.3.3 Soil**

There is to be no soil disturbance and / or stockpiling outside the building envelope without Council consent.

No soil shall be moved into the area unless the soil is certified as being free from Cinnamon Fungus (*Phytophthora cinnamomi*) or potentially invasive weed species.

**2.3.4 Fire Management**

Management of fire within the management plan area will aim to protect life and property as well as maintain biodiversity. Protection of adjacent houses from fire originating from the planted areas will be from fire buffers on individual lots.

Fire regimes will be identified in consultation with Parks Victoria and CFA and the measures will be undertaken in accordance with the *DNRE Code of Practice for Fire Management on Public Land* (DNRE, 1995) and with approved Fire Protection Plans.

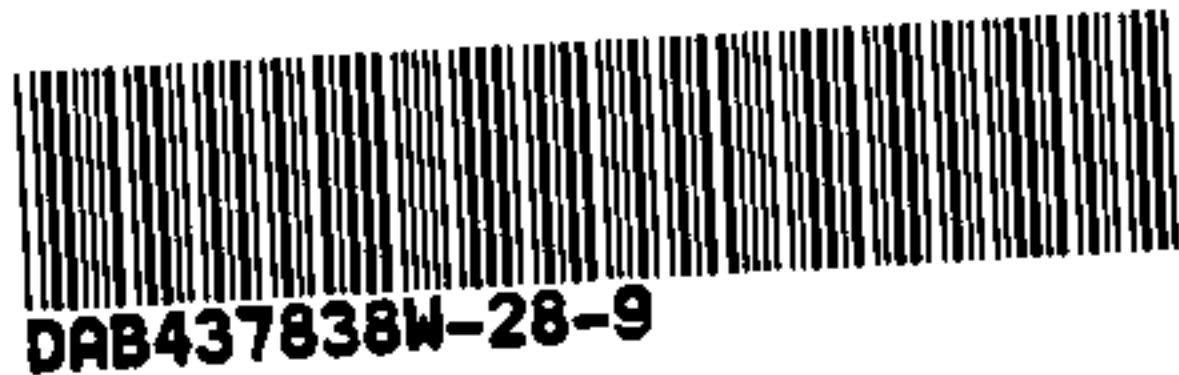
**2.3.5 Weed Management**

Management of environmental weeds within the management plan area will consist of initial assessment and weed removal, followed by ongoing monitoring and weed control, in liaison with DNRE and the Surf Coast Shire

An experienced weed control specialist will be contracted to undertake weed control for the area during and after construction if weed problems are identified within the conservation and planted areas.

Weed control will be done in a manner that minimises soil disturbance. Where herbicides are used, selective application is preferable to broad-area application and





**PLANNING & ENVIRONMENT ACT 1987**

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**SURF COAST PLANNING SCHEME**  
 Amended Plan Endorsed  
 under Condition 17 of  
 Permit 97/728 dated 24/3/1999

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 For and on behalf of the  
 Council of the Surf Coast Shire

Date 13/3/02

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the loss of non-target species needs to be balanced with the threat of incomplete control of weed populations.

**2.3.6 Pest Management**

Feral animals such as foxes, cats, rabbits and house mice are abundant along the coast. These species place pressure on native faunal populations through predation and competition for food and shelter. Control of these species will allow native fauna populations to re-establish.

Pest management will be undertaken within the Management Plan areas to the satisfaction of the Surf Coast Shire. Pest management programs are available from the Surf Coast Shire. Below is a rabbit control program prepared by DNRE and Surf Coast Shire.

**RABBIT CONTROL CALENDAR**

*This publication has been supported by the Victorian Government as part of the Rabbit Action Program. Rabbit control activities are most successful when neighbours work together. Contact your neighbours and ask them to join you in a coordinated rabbit control campaign of, poisoning, fumigating and destroying warrens. Remember, to rid yourself of rabbits permanently you need to rid your property of rabbit harbour. If you need any guidance, contact the Surf Coast Shire on 5261 0600. Good luck!*

**JANUARY:** Time to put those New Year resolutions into practice! Myxomatosis may be active in the rabbit population now. Time to start planning for an autumn poisoning program.

**FEBRUARY: PINDONE POISONING PROGRAM** Now is a good time to lay poisoned bait as there is less feed available, young rabbits are feeding outside the burrows, and rabbit numbers can be reduced prior to the breeding season.

**MARCH: PINDONE POISONING PROGRAM** Good time to lay poisoned bait. Begin planning for autumn spraying of rabbit harbour such as gorse, bracken, blackberries and.

**APRIL:** It is still a good time to lay poisoned bait. Good time to spray harbour. Begin planning for harbour removal works [chainsaw, tractor etc]. Start planning for fumigation, harbour removal and ripping campaign.

**MAY:** Good time to fumigate warrens, especially if poisoning is not practical on your property. Good time to commence harbour removal and ripping of warrens as



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**SURF COAST PLANNING SCHEME**

Amended Plan Endorsed  
under Condition 12/11 of

Permit 97...7261... dated 24.1.3.09

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For and on behalf of  
Date 13.1.2012 Council of the Surf Coast Shire

*fire restrictions are usually lifted by now and debris from harbour removal and fallen timber can be burnt.*

*JUNE: Time to fumigate, and destroy warrens, and to remove harbour.*

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*JULY: Undertake warren fumigation & ripping and harbour removal activities. Don't forget to burn or remove debris as it can become harbour for rabbits.*

*AUGUST: Continue with the fumigation and harbour removal as necessary. Time to plan for spraying of harbour in the Spring.*

*SEPTEMBER: Spray any live harbour such as gorse, and blackberries, etc. Begin planning for Spring poisoning campaign.*

*OCTOBER: Continue to spray harbour if necessary. Contact the local CFA for controlled burning of harbour.*

*NOVEMBER: PINDONE POISONING PROGRAM It is still a good time to spray harbour. Also good time to fumigate any warrens, especially those that may have re-opened despite all your hard work*

*DECEMBER: PINDONE POISONING PROGRAM Fumigation can still be done successfully this month. Harbour removal may be undertaken - burning of debris will need to be held off until autumn, after fire restrictions are lifted. After all your effort in rabbit control, celebrate and have a safe and happy Christmas season.*

*For further information contact: Surf Coast Shire 5261 0600 or DNRE 5226 4667*

**2.3.7 Monitoring and Evaluation**

Annual photographs are to be taken from specified locations and at a specified time of year to provide a record for assisting in evaluating the conservation management program.

This is to be followed up with an annual (or as otherwise agreed) inspection with an officer of the Surf Coast Shire and agreement made on future management actions to ensure the ongoing achievement of the management objectives.

**2.4 TIMING OF THE CONSERVATION MANAGEMENT PLAN**

The management of the conservation areas is an ongoing responsibility and is to be undertaken in liaison with DNRE and the Surf Coast Shire.