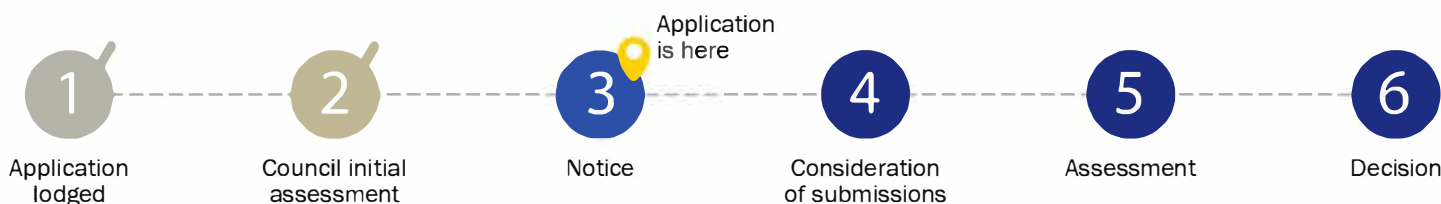


# Notice of Application for a Planning Permit

The land affected by the application is located at:	L6 PS718009 V11644 F015 12 Ravendene Court, Maryknoll VIC 3812
The application is for a permit to:	Removal of Native Vegetation
A permit is required under the following clauses of the planning scheme:	
42.01-2	Remove, destroy or lop vegetation
52.17-1	Remove, destroy or lop native vegetation
<b>APPLICATION DETAILS</b>	
The applicant for the permit is:	[REDACTED]
Application number:	T240575
You may look at the application and any documents that support the application at the office of the responsible authority: Cardinia Shire Council, 20 Siding Avenue, Officer 3809. This can be done during office hours and is free of charge. Documents can also be viewed on Council's website at <a href="http://cardinia.vic.gov.au/advertisedplans">cardinia.vic.gov.au/advertisedplans</a> or by scanning the QR code.	
<b>HOW CAN I MAKE A SUBMISSION?</b>	
This application has not been decided. You can still make a submission before a decision has been made. The Responsible Authority will not decide on the application before:	4 February 2025
<b>WHAT ARE MY OPTIONS?</b> Any person who may be affected by the granting of the permit may object or make other submissions to the responsible authority. If you object, the Responsible Authority will notify you of the decision when it is issued.	An objection must: <ul style="list-style-type: none"><li>• be made to the Responsible Authority in writing;</li><li>• include the reasons for the objection; and</li><li>• state how the objector would be affected.</li></ul> 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.



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## Application Summary

Portal Reference A424834G

## Basic Information

Proposed Use	Removal of vegetation
Current Use	Single dwelling
Cost of Works	\$9,900
Site Address	12 Ravendene Court Maryknoll 3812

## Covenant Disclaimer

Does the proposal breach, in any way, an encumbrance on title such as restrictive covenant, section 173 agreement or other obligation such as an easement or building envelope? **No such encumbrances are breached**

Note: During the application process you may be required to provide more information in relation to any encumbrances.

## Contacts

Type	Name	Address	Contact Details
Applicant			
Owner			
Preferred Contact			

## Fees

Regulation Fee Condition	Amount	Modifier	Payable
9 - Class 2 Not more than \$10, 000	\$220.50	100%	\$220.50
<b>Total</b>			<b>\$220.50</b>

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20 Siding Avenue, Officer, Victoria

**Council's Operations Centre (Depot)**  
Purton Road, Pakenham, Victoria

**Postal Address**  
Cardinia Shire Council  
P.O. Box 7, Pakenham VC, 3810

**Email:** mail@cardinia.vic.gov.au

Monday to Friday 8.30am–  
5pm  
**Phone:** 1300 787 624  
**After Hours:** 1300 787 624  
**Fax:** 03 5941 3784

## Documents Uploaded

Date	Type	Filename
03-11-2024	A Copy of Title	title search.pdf
03-11-2024	Additional Document	Arborist Report_12 Ravendene Circuit Maryknoll VIC 3812.pdf
03-11-2024	Site plans	site plan trees labled.pdf
03-11-2024	Encumbrance	SECTION 173 AH662596K.pdf
03-11-2024	Encumbrance	SECTION 173 AK702968D.pdf
03-11-2024	Encumbrance	SECTION 173 AM601261U.pdf
03-11-2024	A Copy of Title	Title copy of plan.pdf
03-11-2024	Additional Document	Arbor Express quote_12 Ravendene Circuit, Maryknoll VIC 3812.pdf
03-11-2024	Alteration statement	Written statement.docx

Remember it is against the law to provide false or misleading information, which could result in a heavy fine and cancellation of the permit

## Lodged By

Site User	[REDACTED]
Submission Date	03 November 2024 - 11:52:AM

## Declaration

By ticking this checkbox, I, [REDACTED] declare that all the information in this application is true and correct; and the Applicant and/or Owner (if not myself) has been notified of the application.



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20 Siding Avenue, Officer, Victoria

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Purton Road, Pakenham, Victoria

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Cardinia Shire Council  
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**Fax:** 03 5941 3784

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

Page 1 of 1

VOLUME 11644 FOLIO 015

Security no : 124119511268C  
Produced 01/11/2024 09:38 AM

**LAND DESCRIPTION**

Lot 6 on Plan of Subdivision 718009E.  
PARENT TITLE Volume 11629 Folio 142  
Created by instrument PS718009E 01/04/2016

**REGISTERED PROPRIETOR**

**ENCUMBRANCES, CAVEATS AND NOTICES**

COVENANT PS718009E 01/04/2016

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  
AH662596K 09/12/2010

AGREEMENT Section 173 Planning and Environment Act 1987  
AK702968D 08/11/2013

AGREEMENT Section 173 Planning and Environment Act 1987  
AM601261U 02/03/2016

**DIAGRAM LOCATION**

SEE PS718009E 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: 12 RAVENDENE COURT MARYKNOLL VIC 3812

DOCUMENT END

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Document Identification	<b>PS718009E</b>
Number of Pages (excluding this cover sheet)	<b>9</b>
Document Assembled	<b>01/11/2024 09:38</b>

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<h1>PLAN OF SUBDIVISION</h1>	LV USE ONLY <b>EDITION 1</b>	PLAN NUMBER <b>PS 718009E</b>
<p style="text-align: center;"><b>LOCATION OF LAND</b></p> <p>Parish: NAR NAR GOON</p> <p>Township: -</p> <p>Section: -</p> <p>Crown Allotment: 135 (PART)</p> <p>Crown Portion: -</p> <p>Title Reference: VOL 11629 FOL 142</p> <p>Last Plan Reference: LOT 2 ON PS 736378T</p> <p>Postal Address: 15 WHEELER ROAD, (at time of subdivision) MARYKNOLL 3812</p> <p>MGA94 Co-ordinates: E 376 915 Zone: 55 (of approx. centre of land in plan) N 5 788 700</p>	<p>Council Name: CARDINIA SHIRE COUNCIL</p> <div style="border: 1px solid red; padding: 5px; margin-top: 10px;"> <p style="color: red; font-size: small;">This copied document is made available for the purpose of the planning process as set out in the Planning and Environment Act 1987. The information must not be used for any other purpose. By taking a copy of this document you acknowledge and agree that you will only use the document for the purpose specified above and that any dissemination, distribution or copying of this document is strictly prohibited.</p> </div>	

<b>VESTING OF ROADS AND / OR RESERVES</b>	<b>NOTATIONS</b>	
<b>IDENTIFIER</b>	<b>COUNCIL / BODY / PERSON</b>	<p><b>Other Purposes of Plan:</b></p> <p>1. To remove the powerline easement shown as E-1 &amp; E-3 on PS 736378T and to remove part of the powerline easement shown as E-4 on PS 736378T</p> <p><b>Grounds for Removal:</b></p> <p>As directed in Cardinia Shire Council Planning Permit No. T130294</p> <p>2. Creation of Restriction (See Sheet 4)</p>
ROAD R1 RESERVE No.1 RESERVE No.2 RESERVE No.3	CARDINIA SHIRE COUNCIL CARDINIA SHIRE COUNCIL SPI ELECTRICITY PTY. LTD. SPI ELECTRICITY PTY. LTD.	
<b>NOTATIONS</b>		
<p>THIS IS A SPEAR PLAN.</p> <p><b>Depth Limitation:</b> 15.24 METRES BELOW THE SURFACE</p> <p><b>Staging:</b> This is not a staged subdivision. Planning Permit No. T130294</p> <p>Lot 15 has been omitted from this plan.</p> <p>* The easement described in Memorandum of Common Provisions No. MCP AA1107</p> <p><b>Survey:</b> This plan is based on survey. This survey has been connected to permanent marks no(s) In proclaimed Survey Area No. -</p>		

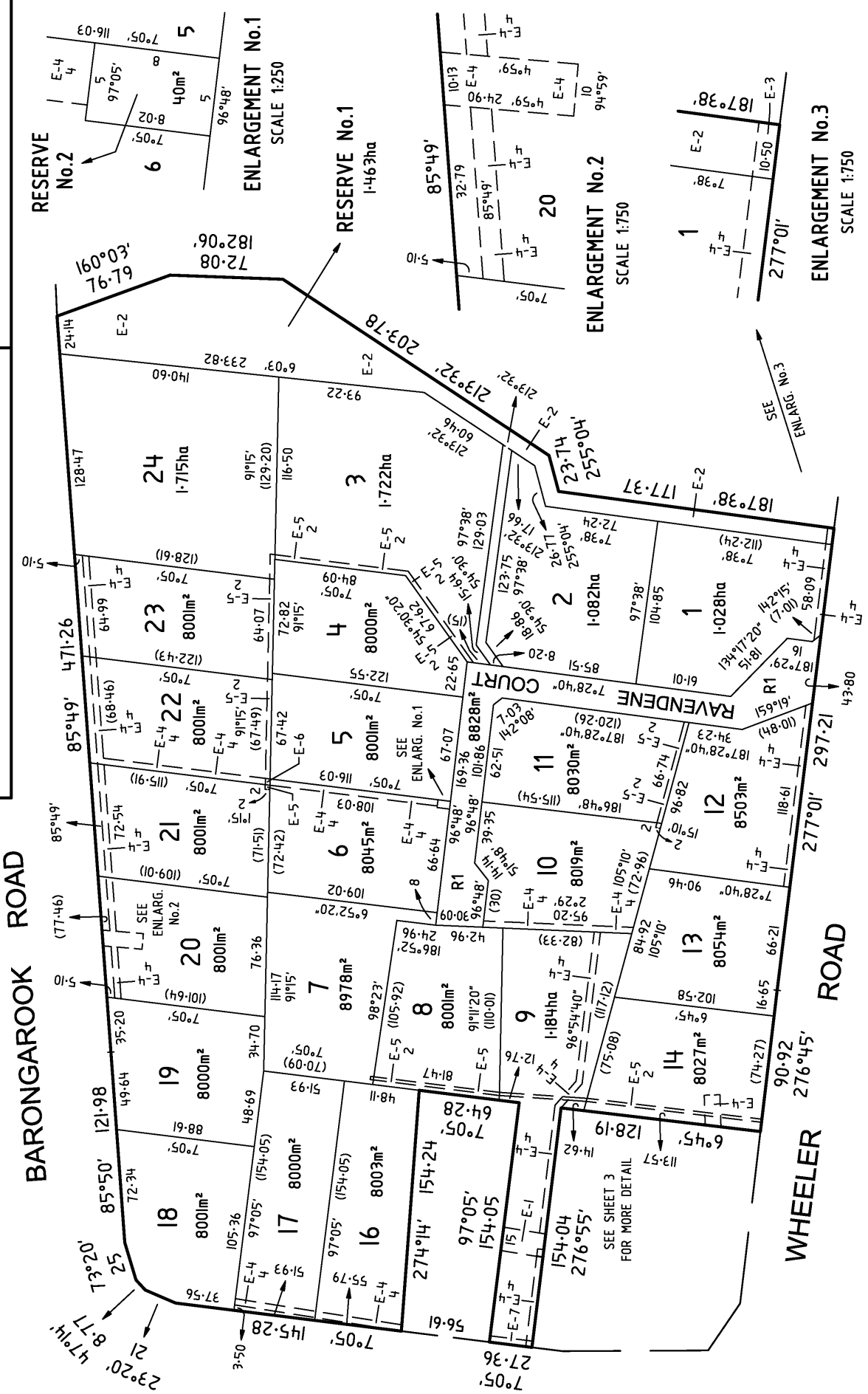
EASEMENT INFORMATION		
LEGEND: A - Appurtenant Easement	E - Encumbering Easement	R - Encumbering Easement (Road)

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour Of
E-1	POWERLINE PURPOSES	15	PS 716783W & SEC.88 OF THE ELECTRICITY INDUSTRY ACT 2000	SPI ELECTRICITY PTY. LTD.
E-2,E-3	* WETLAND, FLOODWAY & DRAINAGE	SEE DIAG.	PS 716783W	MELBOURNE WATER CORPORATION
E-3,E-4, E-6,E-8	POWERLINE PURPOSES	SEE DIAG.	THIS PLAN & SEC.88 OF THE ELECTRICITY INDUSTRY ACT 2000	SPI ELECTRICITY PTY. LTD.
E-5,E-6	DRAINAGE	SEE DIAG.	THIS PLAN	CARDINIA SHIRE COUNCIL
E-7,E-8	WATER SUPPLY	4	PS 736378T	SOUTH EAST WATER CORPORATION

<p><b>Nilsson, Noel &amp; Holmes (Surveyors) Pty. Ltd.</b></p> <p>A.C.N. 067 949 615</p> <p>Surveyors, Engineers &amp; Town Planners</p> <p>8A Codrington Street, Cranbourne 3977</p> <p>Phone (03) 5996 4133 Fax (03) 5996 6119</p> <p>Email: mail@nnhsurveyors.net.au</p>	<p>LICENSED SURVEYOR: STANLEY G. JEFFREYS</p> <p>DIGITALLY SIGNED</p> <p>REF: <b>2534</b></p>	<p>Sheet 1 of 8 sheets</p> <p>Original sheet size A3</p> <p>PLAN REGISTERED</p> <p>TIME: 13:47</p> <p>DATE: 01/04/16</p> <p>B.J.S.</p> <p>Assistant Registrar of Titles</p>	
		<p>DWG No. <b>2534S</b> VER <b>14</b> 16/03/2016</p>	
	<p>Signed by: Stanley George Jeffreys (Nilsson, Noel &amp; Holmes (Surveyors) Pty Ltd) Surveyor's Plan Version (14) SPEAR Ref: S038256M 16/03/2016, Amended: 31/03/2016.</p>		

PLAN NUMBER  
**PS 718009E**

**PLAN OF SUBDIVISION**



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SHEET 2  
CARDINIA SHIRE COUNCIL

LICENSED SURVEYOR: STANLEY G. JEFFREYS  
DIGITALLY SIGNED  
DWG No. 2534S VER 14 16/03/2016

LENGTHS ARE IN METRES  
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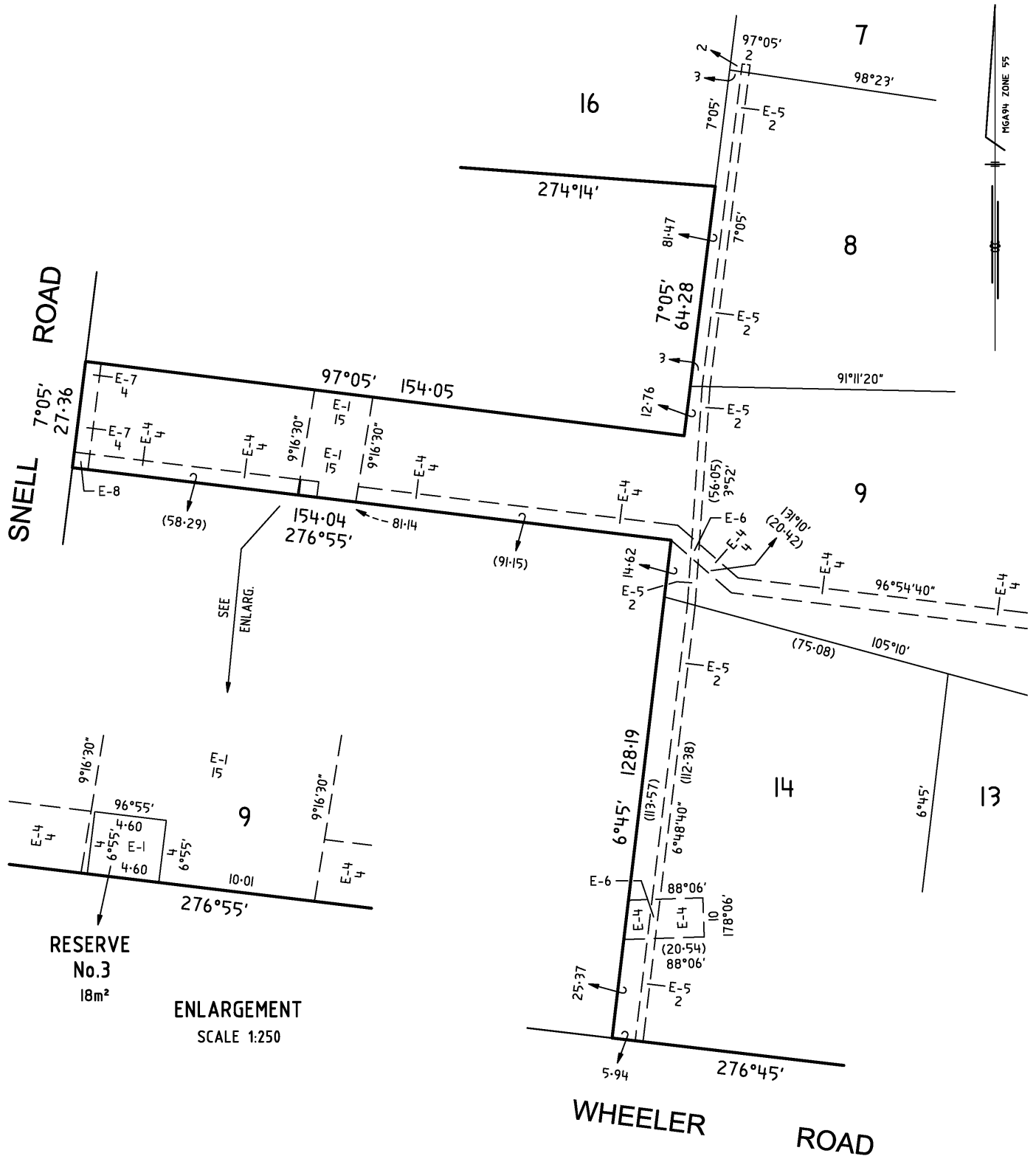
ORIGINAL  
SCALE SHEET SIZE  
1:2500 A3

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# PLAN OF SUBDIVISION

PLAN NUMBER  
**PS 718009E**



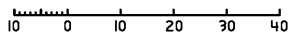
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ORIGINAL SCALE  
**1:1000**



LENGTHS ARE IN METRES

DWG No. **2534S** VER **14** 16/03/2016

SHEET 3

Original sheet size A3

CARDINIA SHIRE COUNCIL





**PLAN OF SUBDIVISION**PLAN NUMBER  
**PS 718009E****SUBDIVISION ACT 1988  
CREATION OF RESTRICTION**

Upon the registration of this plan the following restriction is to be created as directed in Planning Permit No. T130294.

**Description of the Restriction:**

The registered proprietor or proprietors for the time being of any burdened lot on this plan shall not:

1. Build, construct or erect any dwelling outside the building envelopes shown hatched thus  on Sheets 5 - 8 hereon.
2. Dispose of any effluent outside the area shown cross hatched thus  on Sheets 5 - 8 hereon.
3. Construct any building or works other than in accordance with the endorsed building design guidelines and fencing controls endorsed on 25/05/2015 and attached to Planning Permit No. T130294 issued by the Cardinia Shire Council. A copy of the building design guidelines can be obtained from admin@duffysimon.com.au.

**TABLE OF LAND BURDENED AND LAND BENEFITED**

BURDENED LOT No.	BENEFITING LOTS	BURDENED LOT No.	BENEFITING LOTS
1	2	13	9,10,12,14
2	1	14	9,13
3	4,24	16	7,8,17
4	3,5,23,24	17	7,8,16,18,19
5	4,6,23,22	18	7,17,19
6	5,7,21,22	19	7,17,18,20
7	6,8,16,17,19,20,21	20	7,19,21
8	7,9,10,16	21	6,7,20,22
10	9,11,12,13	22	5,6,21,23
11	10,12	23	4,5,22,24
12	10,11,13	24	3,4,23

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Email: mail@nnhsurveyors.net.au

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DIGITALLY SIGNEDORIGINAL  
SCALE

NTS

LENGTHS ARE IN METRES

DWG No. 2534S VER 14 16/03/2016

SHEET 4

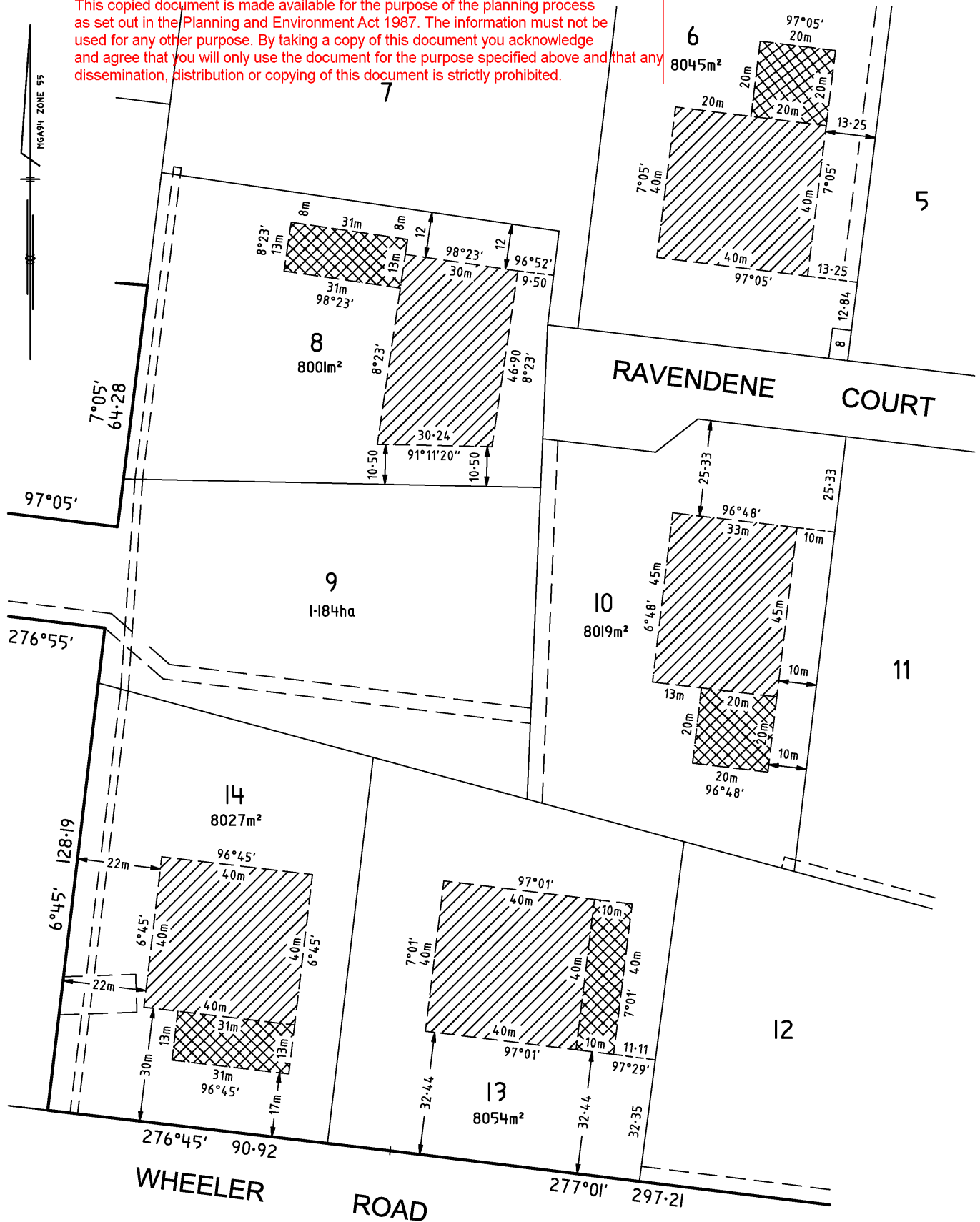
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# PLAN OF SUBDIVISION

PLAN NUMBER  
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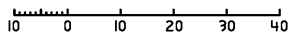
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 SCALE

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SHEET 5

Original sheet size A3

CARDINIA SHIRE COUNCIL

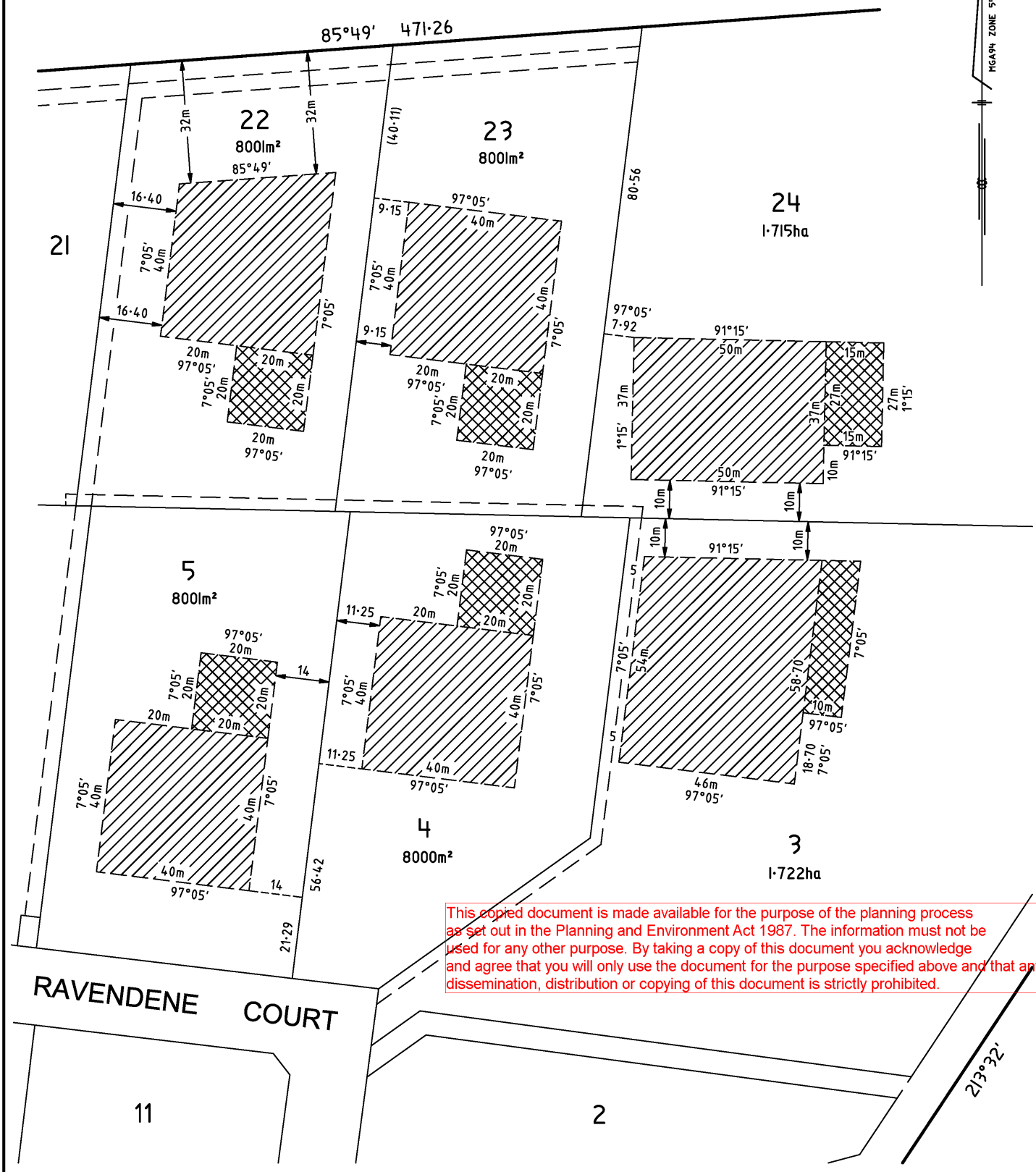


# PLAN OF SUBDIVISION

PLAN NUMBER  
**PS 718009E**

## BARONGAROOK ROAD

MGASH ZONE 55



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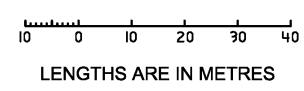
## RAVENDENE COURT

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DWG No. **2534S** VER **14** 16/03/2016

SHEET 7  
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CARDINIA SHIRE COUNCIL

PLAN OF SUBDIVISION  
 PLAN NUMBER  
**PS 718009E**



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		<p>LENGTHS ARE IN METRES</p> <p>0 10 20 30 40</p>	<p>DWG No. 2534S                  VER 14</p>	<p>16/03/2016</p>	

## Plan of Subdivision PS718009E

### Certifying a New Version of an Existing Plan concurrently with Statement of Compliance (Form 12)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S038256M

Plan Number: PS718009E

Responsible Authority Name: Cardinia Shire Council

Responsible Authority Reference Number 1: S13/081

Responsible Authority Reference Number 2: T130294

Surveyor's Plan Version: 14

#### Certification

This plan is certified under section 11 (7) of the Subdivision Act 1988

Date of original certification under section 6: 19/05/2015

Date of previous recertifications under Section 11(7): 25/02/2016

#### Statement of Compliance

This is a statement of compliance issued under section 21 of the Subdivision Act 1988

#### Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

Has been made and the requirement has been satisfied at Certification

Digitally signed by Council Delegate: Penny Carney

Organisation: Cardinia Shire Council

Date: 16/03/2016

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Document Assembled	<b>03/11/2024 11:22</b>

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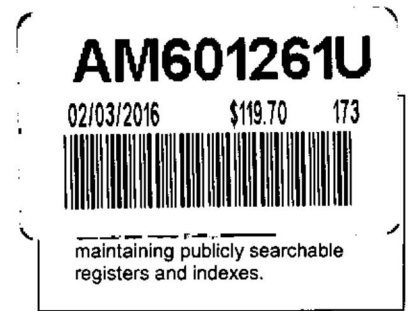
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# Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 Planning and Environment Act 1987



Lodged by:

Name: Falcone & Adams  
Phone: 03 5968 3666  
Address: DX 16001 Belgrave  
Reference: JSF:JP:109384  
Customer Code: 0784 J

The Responsible 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.

Land: *(volume and folio)*

Volume 11629 Folio 142

Responsible Authority: *(full name and address including postcode)*

Cardinia Shire Council of 20 Siding Avenue, Officer, 3809

Section and Act under which agreement made:

Section 173 of the *Planning and Environment Act 1987*

A copy of the agreement is attached to

Date: 1-3-16

Signature for Responsible Authority:

Name of Officer:

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## **PLANNING AND ENVIRONMENT ACT 1987**

### **SECTION 173 AGREEMENT**

between

**CARDINIA SHIRE COUNCIL**

and



in relation to

**SNELL ROAD AND WHEELER ROAD, MARYKNOLL**

**FALCONE & ADAMS  
Lawyers  
323A Main Street  
Emerald, Victoria 3782**

**Ph: (03) 5968 3666  
Fax: (03) 5968 3060  
Ref: JSF:EP:109384**



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**THIS AGREEMENT** is made the 1 day of March 2016 ~~2015~~

**BETWEEN:**

**CARDINIA SHIRE COUNCIL**  
of 20 Siding Avenue, Officer, Victoria 3810 (“the Responsible Authority”)

**AND**



(“the Owner”)

**RECITALS:**

- A. The Owners are the registered proprietors of an estate in fee simple in land at Snell Road and Wheeler Road described as Lot 2 on Plan of Subdivision 736378T and being all of the land in Certificate of Title Volume 11629 Folio 142 (“the Subject Land”).
- B. The Responsible Authority is responsible for the administration and enforcement of the Planning Scheme (“the Planning Scheme”) pursuant to the provisions of the *Planning and Environment Act 1987* (“the Act”).
- C. On 30 April 2014, the Responsible Authority issued Planning Permit Number T130294 (“the Planning Permit”) allowing for a multi lot residential subdivision of the land, removal of native vegetation and removal and creation of easements generally in accordance with the Plan of Subdivision attached to the Agreement as Schedule One (“the Endorsed Plan”).
- D. On 23 March 2015, the Responsible Authority issued Planning Permit Number T130294-1 to amend the Planning Permit (“the Amended Permit”). The Amended Permit included changes to the Planning Permit preamble, the deletion of condition 1f) and 2a) and b), and rewording to condition 2. In all other respects the Amended Permit contained the same provisions as the Planning Permit.
- E. Conditions 62 and 63 of the Planning Permit and the Amended Permit require the Owners to enter into this Agreement to provide for the matters set out in those conditions and the Bushfire Management Plan and to make an application to the Registrar to have the Agreement registered on the titles to the Subject Land.
- F. The Responsible Authority and the Owners 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 is an agreement entered into pursuant to Section 173 of the Act.

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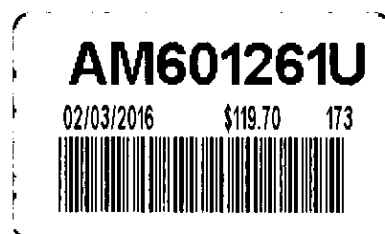
G. The Responsible Authority and the Owners have entered into this Agreement in order to achieve or advance the objectives of planning in Victoria or the objectives of the Planning Scheme.

**IT IS AGREED AS FOLLOWS:**

**Definitions**

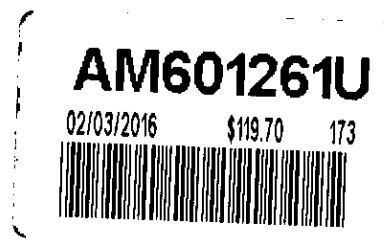
1. In this Agreement unless inconsistent with the context or subject matter:
  - 1.1 “**Act**” means the *Planning and Environment Act 1987* (Vic);
  - 1.2 “**Agreement**” means this Agreement and any agreement executed by the parties expressed to be supplemental to this Agreement;
  - 1.3 “**Amended Permit**” means the amended planning permit referred to in Recital D;
  - 1.4 “**AS3959-2009**” means Australian Standard 3959-2009 “Construction of buildings in bushfire-prone areas”;
  - 1.5 “**BAL**” or “**Bushfire Attack Level**” has the same meaning as in *Australian Standard AS3959 Construction of buildings in bushfire prone areas* (Standards Australia);
  - 1.6 “**Building**” has the same meaning as in the Act and includes dwellings, swimming pools, tennis courts and out-buildings;
  - 1.7 “**Building Envelope**” means any area delineated on the Endorsed Plan as a building envelope or the like;
  - 1.8 “**Bushfire Management Plan**” means the Bushfire Management Plan endorsed under the Amended Permit and attached to the Agreement as Schedule Two;
  - 1.9 “**Business Day**” means a day that is not a Saturday, Sunday or public holiday in Melbourne;
  - 1.10 “**CFA**” means the Country Fire Authority;
  - 1.11 “**Defendable Space Envelope**” means any area delineated on the Endorsed Plan or the Bushfire Management Plan as a defendable space envelope or the like, including the Inner Zone and the Outer Zone;

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- 1.12 **“Endorsed Plan(s)”** means the plan endorsed with the stamp of the Responsible Authority from time to time as the plan which forms part of the Planning Permit and is attached to the Agreement as Schedule One;
- 1.13 **“Inner Zone”** means any area marked on the Endorsed Plan or the Bushfire Management Plan as the inner zone;
- 1.14 **“Lot”** or **“Lots”** means a lot created under the Planning Permit or any subsequent lot created on the Subject Land or any part of it, except common property;
- 1.15 **“Mortgagee”** means the person registered or entitled from time to time to be registered as Mortgagee of the Subject Land or any part of it;
- 1.16 **“Outer Zone”** means any area marked on the Endorsed Plan or Bushfire Management Plan as the outer zone;
- 1.17 **“Owner”** or **“Owners”** means the owner for the time being of the Subject Land and the person or persons entitled from time to time to be registered by the Registrar as the proprietor of an estate in fee simple in the Subject Land or any part thereof, and includes a Mortgagee in possession;
- 1.18 **“Party”** or **“Parties”** means the parties to this Agreement;
- 1.19 **“Permit BAL”** means the BAL stipulated by the Planning Permit;
- 1.20 **“Plan”** or **“Plan of Subdivision”** has the same meaning as the Endorsed Plan unless otherwise specified;
- 1.21 **“Planning Permit”** means the planning permit referred to in Recital C including the Plan and any amendments made by the Amended Permit;
- 1.22 **“Planning Scheme”** means the Cardinia Planning Scheme and any successor instrument or other planning scheme which applies to the Subject Land;
- 1.23 **“Registrar”** means the Registrar of Titles at Land Victoria;
- 1.24 **“Responsible Authority”** means Cardinia Shire Council or its successor as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, officers, employees, servants, workers and contractors;



1.25 "Subject Land" means the land described in Recital A and any reference to the Subject Land includes any lots created by the subdivision of the Subject Land or any part of it.

**Interpretation**

2. In this Agreement, unless inconsistent with the context or subject matter, or expressed otherwise:

2.1 The singular includes the plural and the plural includes the singular;

2.2 A reference to a gender includes a reference to each other gender;

2.3 A reference to a person includes a reference to a firm, corporation, association or other entity and their successors in law;

2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally;

2.5 A reference to a statute includes any statute amending, consolidating or replacing that statute and includes any subordinate instruments made under that statute;

2.6 The Recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals;

2.7 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; and

2.8 Any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

**Purpose of this Agreement**

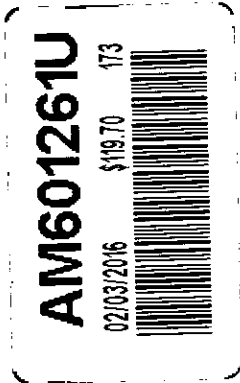
3. The Owners acknowledge and agree that the Responsible Authority has requested them to enter into this Agreement for the purposes of achieving the objectives of the Defendable Space Envelope and Permit BAL specified for each Lot including the management of vegetation, the provision of a static water supply and emergency vehicle access.

**Owners Acknowledgements**

4. The Owners acknowledge and agree that:

4.1 They may not vary the requirements of this Agreement through another planning permit;

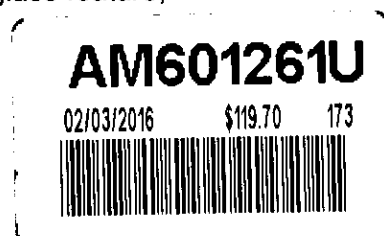
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- 4.2 Lot 9 is excluded from the exemption under clause 44.06.1 of the Cardinia Shire Council Planning Scheme;
- 4.3 Any dwelling or dependent person's unit constructed on any Lot must be located inside the Building Envelope for that Lot as designated on the Bushfire Management Plan;
- 4.4 Any dwelling or dependent person's unit constructed on any Lot must be to the Bushfire Attack Level specified on the Bushfire Management Plan and in accordance with the relevant sections of AS3959-2009;
- 4.5 All land shown as Inner Zone and Outer Zone on the Bushfire Management Plan must at all times, and regardless of whether a dwelling is located on the land, be maintained to the defendable space requirements of the Planning Permit;
- 4.6 Before the occupation of a dwelling starts on each Lot, a static water supply dedicated for fire-fighting purposes must be provided on the Lot which complies with the requirements of the Planning Permit;
- 4.7 Before the occupation of a dwelling starts on any Lot which has a land area of 1500 square metres or greater, emergency vehicle access to the static water dedicated for fire-fighting purposes must be provided on the Lot which complies with the requirements of the Planning Permit;
- 4.8 The bushfire protection measures, including those relating to construction standards (BAL), defendable space, water supply and access must be maintained to the satisfaction of the Responsible Authority on a continuing basis.

#### **Vegetation Management – Inner Zone Defendable Space**

5. To satisfy the defendable space requirements of the Planning Permit the Owners will maintain the area shown as Inner Zone on the Bushfire Management Plan endorsed under the Planning Permit to the following minimum requirements:
  - 5.1 Within 10 metres of a dwelling, flammable objects such as plants, mulches and fences must not be located close to vulnerable parts of the Building such as windows, decks and eaves;
  - 5.2 Plants greater than 10 centimetres in height at maturity must not be placed directly in front of a window or other glass feature;



- 5.3 Trees must not overhang the roofline of the dwelling or touch the walls or other elements of the dwelling;
- 5.4 Grass must be no more than 5 centimetres in height and all leaves and vegetation debris must be removed at regular intervals;
- 5.5 Shrubs must not be planted under trees and must be separated from each other by at least 1.5 times their mature height;
- 5.6 Tree canopies must be separated by at least 2 metres with an overall tree canopy cover of no more than 15 per cent at maturity; and
- 5.7 There must be no tree branches below 2 metres from ground level.

### **Vegetation Management – Outer Zone Defendable Space**

6. To satisfy the defendable space requirements of the Planning Permit the Owners will maintain the area shown as Outer Zone on the Bushfire Management Plan endorsed under the Planning Permit to the following minimum requirements:
  - 6.1 Grass must be no more than 10 centimetres in height and all leaves and other debris must be mowed, slashed or mulched;
  - 6.2 Shrubs must be in clumps of no greater than 10 square metres, which are separated from each other by at least 10 metres;
  - 6.3 Shrubs and/or trees must not form a continuous canopy with unmanaged fuels;
  - 6.4 Trees may touch each other with an overall tree canopy cover of no more than 30 percent at maturity; and
  - 6.5 There must be no tree branches within 2 metres of ground level.

### **Building Envelopes and Defendable Space Envelopes to comply with BAL**

7. The Owners acknowledge and agree that the construction of any dwelling or dependent person's unit on each Lot in the subdivision must comply with the following Bushfire Attack Level (BAL) in accordance with the relevant sections to AS3959-2009:
  - 7.1 For Lots 1 and 2 – BAL-29;
  - 7.2 For Lots 3, 16 to 24 – BAL-19; and
  - 7.3 For Lots 4 to 8 and 10 to 14 – BAL-12.5.





### **Water Supply – Lots more than 1500 square metres**

8. To satisfy the defensible space requirements of the Planning Permit the Owners acknowledge and agree that Lots in the subdivision with a land area of 1500 square metres must have a static water supply (“the water supply”) that meets that following minimum specifications:

8.1 The water supply must have minimum capacity of 10,000 litres and be maintained solely of fire fighting purposes;

8.2 The water supply must be stored in an above ground water tank constructed of concrete, steel or corrugated iron;

8.3 The water supply must be located within 60 metres of the outer edge of the Building (including any obstructions);

8.4 The water supply outlet/s must be attached to the water tank and must face away from the Building if located less than 20 metres from the Building to enable access during emergencies;

8.5 All pipe work between the water supply and the outlet/s must be a minimum of 64mm nominal bore;

8.6 All fixed above-ground water pipelines and fittings must be of non-corrodible and non-combustible materials;

8.7 The water supply must be located so that fire brigade vehicles are able to be positioned within 4 metres of the water supply outlet;

8.8 The water supply must incorporate an additional 64 millimetre (minimum) gate or ball valve and 64 millimetre (fixed size), 3 threads per inch, male fitting to suit a CFA coupling;

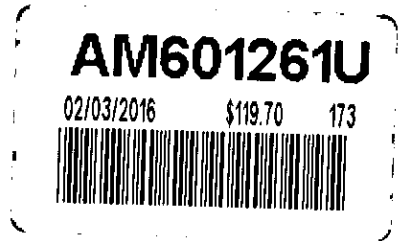
8.9 The water supply must incorporate a vortex inhibitor or additional water must be provided to ensure that the volume of water available is not restricted by a vortex (reference should be made to Section 5 of AS.2419 for requirements for vortex inhibitors);

8.10 The water supply outlet must incorporate a ball or gate valve to provide access to the water by the resident of the dwelling;

8.11 All below-ground water pipelines must be installed to at least the following depths:

8.11.1 Areas subject to vehicle traffic: 300 millimetres;





- 8.11.2 Under dwellings or concrete slabs: 75 millimetres;
- 8.11.3 All other locations: 225 millimetres;
- 8.12 The water supply must be readily identifiable from the dwelling or appropriate signage must be provided which:
  - 8.12.1 has an arrow pointing to the location of the water supply;
  - 8.12.2 has dimensions of not less than 310 millimetres high and 400 millimetres long;
  - 8.12.3 is red in colour with a blue reflective marker attached;
  - 8.12.4 is labelled with a "W" that is not less than 15 centimetres high and 3 centimetres thick.

**Water Supply – Lots less than 1500 square metres**

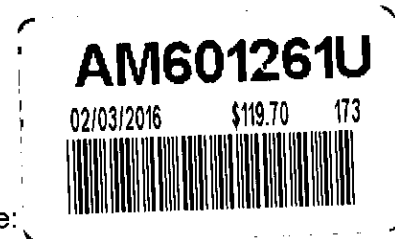
- 9. To satisfy the defensible space requirements of the Planning Permit the Owners acknowledge and agree that Lots in the subdivision with a land area of 1500 square metres or less must have a static water supply ("the water supply") that meets that following minimum specifications:
  - 9.1 The water supply must have minimum capacity of 5,000 litres and be maintained solely for firefighting purposes for lots with an area between 500 square metres and 1500 square metres;
  - 9.2 The water supply must be stored in an above ground water tank constructed of concrete, steel or corrugated iron;
  - 9.3 All fixed above-ground water pipelines and fittings must be of non-corrodible and non-combustible materials; and
  - 9.4 The water supply outlet must incorporate a ball or gate valve to provide access to the water by the resident of the dwelling.

**Emergency Vehicle Access - Lots more than 1500 square metres**

- 10. To satisfy the defensible space requirements of the Planning Permit the Owners acknowledge and agree that Lots in the subdivision with a land area of 1500 square metres or more must have Emergency Vehicle Access ("the Access") that will enable fire brigade vehicles to get within 4 metres of the water supply outlet and that the design of the Access (including gates, bridges and culverts) complies with the following minimum requirements:
  - 10.1 Curves in a driveway must have a minimum inner radius of 10 metres;

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- 10.2 The average grade must be no more than 1 in 7 (14.4 percent) (8.1 degrees) with a maximum of no more than 1 in 5 (20 percent) (11.3 degrees) for no more than 50 metres;
- 10.3 Dips must have no more than a 1 in 8 (12.5 percent) (7.1 degrees) entry and exit angle;
- 10.4 Be designed, constructed and maintained for a load limit of at least 15 tonnes and be of all-weather construction;
- 10.5 Have a minimum trafficable width of 3.5 metres and be substantially clear of encroachments for at least 0.5 metres on each side;
- 10.6 Be clear of encroachments 4 metres vertically.



### **Specific requirements for Lot 9 on the Plan**

11. In relation to Lot 9 on the Plan, the Owners acknowledge and agree:
  - 11.1 that a static water supply must be provided for the existing dwelling in accordance with the requirements of clause 9 of this Agreement;
  - 11.2 that emergency vehicle access must be provided for the existing dwelling in accordance with clause 10 of this Agreement;
  - 11.3 that the exemption under clause 44.06-1 of the Cardinia Shire Council Planning Scheme does not apply.

### **Notice and registration**

12. The Owners agree that:
  - 12.1 they will not sell, transfer, dispose of, assign, mortgage, lease or otherwise part with possession of the Subject Land or any part of it without first bringing to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees, assigns and successors the existence and nature of this Agreement;
  - 12.2 they will do all that is necessary to enable the Responsible Authority to make an application to the Registrar to make a recording of this Agreement on the Certificate of Title to the Subject Land in accordance with Section 181 of the Act, including the signing of any further agreement, acknowledgment or other document;
  - 12.3 until such time as this Agreement is registered on the Certificate of Title to the Subject land, they shall ensure that successors in Title will give effect to this

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Agreement, and do all acts and sign all documents which will require those successors to give effect to this Agreement, including executing a deed agreeing to be bound by the terms of this Agreement.

### **Costs**

13. The Owners agree that they are responsible for all reasonable costs relating to the preparation, execution and registration of this Agreement.

### **Owner's Warranties and Acknowledgements**

14. The Owners warrant that:
- 14.1 they are the registered proprietors of the Subject Land;
  - 14.2 there are no mortgages, liens, charges or other encumbrances affecting the Subject Land which are not disclosed by the usual searches;
  - 14.3 if the Subject Land is affected by a mortgage, the Mortgagee of the Subject Land consents to the Owner entering into this Agreement and the Agreement being registered on the Title to the Subject Land.

### **No Waiver**

15. Any time or other indulgence granted by the Responsible Authority to the Owners or any variation of the terms and conditions of this Agreement or any judgment or order obtained by the Responsible Authority against the Owners will not in any way amount to a waiver of any of the rights or remedies of the Responsible Authority in relation to the terms of this Agreement.

### **No Fettering of Powers of Responsible Authority**

16. This Agreement does not fetter or restrict the Responsible Authority's power or discretion to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certifying any plan which subdivides the Subject Land or relating to any use or development of the Subject Land.

### **Severability**

17. If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it shall be severed and the other provisions of this Agreement shall remain operative and be of full force and effect.



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## Notices

18. 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:
- 18.1 personally on the person;
  - 18.2 by leaving it at the person's current address for service;
  - 18.3 by posting it by prepaid post addressed to that person at the person's current address for service;
  - 18.4 by facsimile to the person's current number for service; or
  - 18.5 by email to the person's current email address for service.

## Inspection of documents

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

## Governing law

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

## Commencement of Agreement

21. This Agreement shall commence on the date recorded on this Agreement or if no date is specified, the date the Agreement was signed by or on behalf of whichever party was the last to sign.

## Ending of the Agreement

22. In the event that this Agreement ends, as soon as reasonably practicable thereafter, the Responsible Authority will, at the request and at the cost of the Owners, make application to the Registrar under section 183 of the Act to cancel the recording of this Agreement in relation to the Subject Land.

## Entire Agreement

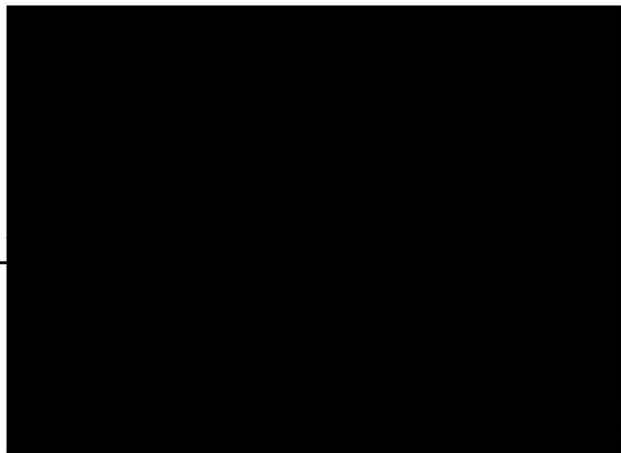
23. This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.



**EXECUTED AS A DEED**

**SIGNED** by and on behalf, and with the authority of the **CARDINIA SHIRE COUNCIL** by [REDACTED] Manager Development Services in the exercise of power conferred by an Instrument of Delegation dated 24 January 2011 in the presence of:

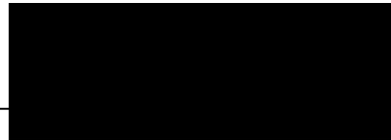
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Witness

**SIGNED, SEALED & DELIVERED** by [REDACTED] in the presence of

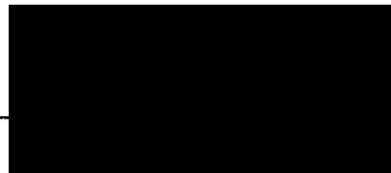
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Witness

**SIGNED, SEALED & DELIVERED** by [REDACTED] by being signed by her Attorney [REDACTED] pursuant to Enduring Power of Attorney dated 18 May 2012 in the presence of

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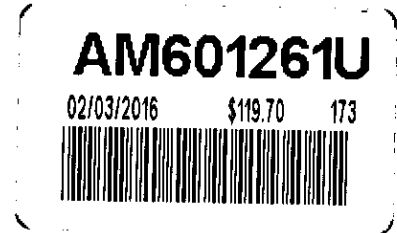


Witness



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**SCHEDULE ONE  
“Endorsed Plan”**

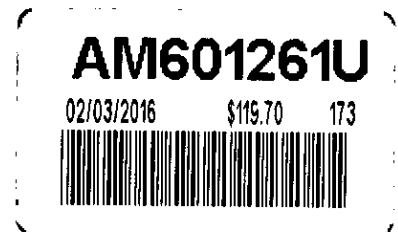


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## SCHEDULE TWO “Bushfire Management Plan”

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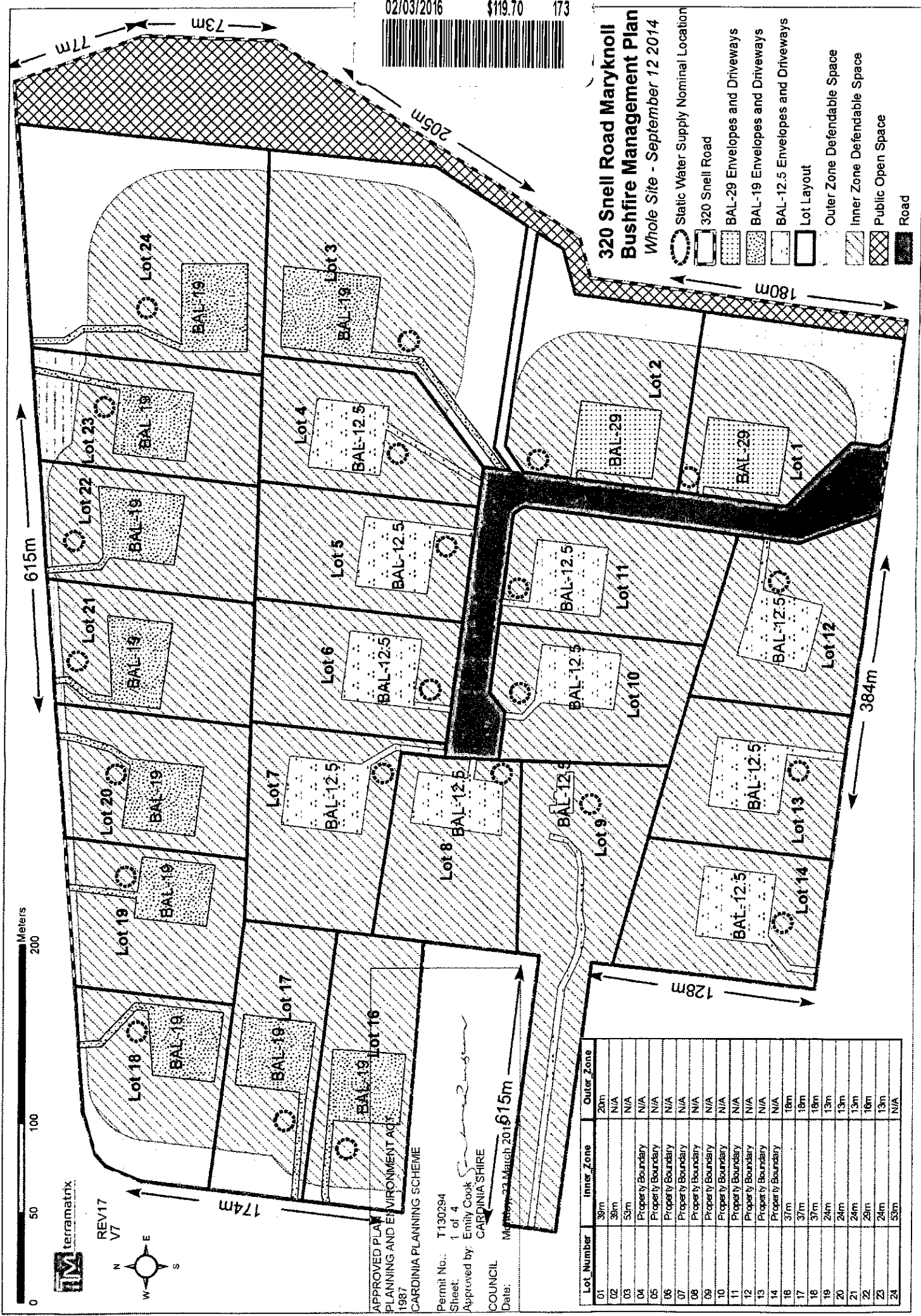
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**320 Snell Road Maryknoll  
Bushfire Management Plan**  
Whole Site - September 12 2014

- Static Water Supply Nominal Location
- 320 Snell Road
- BAL-29 Envelopes and Driveways
- BAL-19 Envelopes and Driveways
- BAL-12.5 Envelopes and Driveways
- Lot Layout
- Outer Zone Defendable Space
- Inner Zone Defendable Space
- Public Open Space
- Road



Lot Number	Inner Zone	Outer Zone
01	38m	20m
02	38m	N/A
03	53m	N/A
04	Property Boundary	N/A
05	Property Boundary	N/A
06	Property Boundary	N/A
07	Property Boundary	N/A
08	Property Boundary	N/A
09	Property Boundary	N/A
10	Property Boundary	N/A
11	Property Boundary	N/A
12	Property Boundary	N/A
13	Property Boundary	N/A
14	Property Boundary	N/A
16	Property Boundary	18m
17	37m	18m
18	37m	18m
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21	24m	13m
22	29m	16m
23	24m	13m
24	53m	N/A



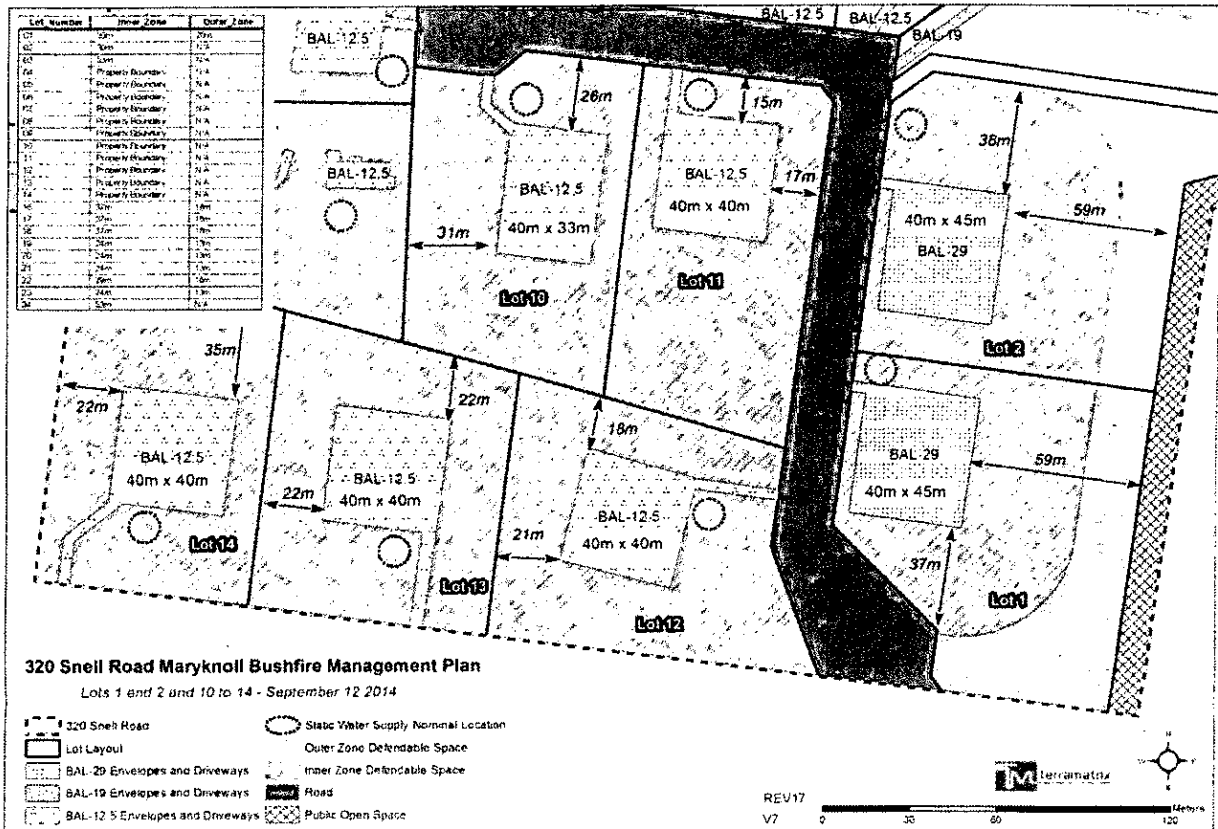
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APPROVED PLAN  
PLANNING AND ENVIRONMENT ACT  
1987  
CARDINIA PLANNING SCHEME

Permit No.: T130294  
Sheet: 1 of 4  
Entity Cook  
Approved by: CARDINIA SHIRE  
COUNCIL  
Date: 02 March 2016

**APPROVED PLAN  
PLANNING AND ENVIRONMENT ACT 1987  
CARDINIA PLANNING SCHEME**

Permit No.: T130294  
 Sheet: 2 of 4  
 Approved by: *Emily Cook*  
 CARDINIA SHIRE COUNCIL  
 Date: Monday, 23 March 2015



**AM601261U**  
 02/03/2016 \$119.70 173

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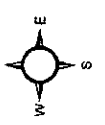
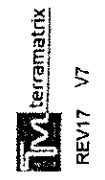
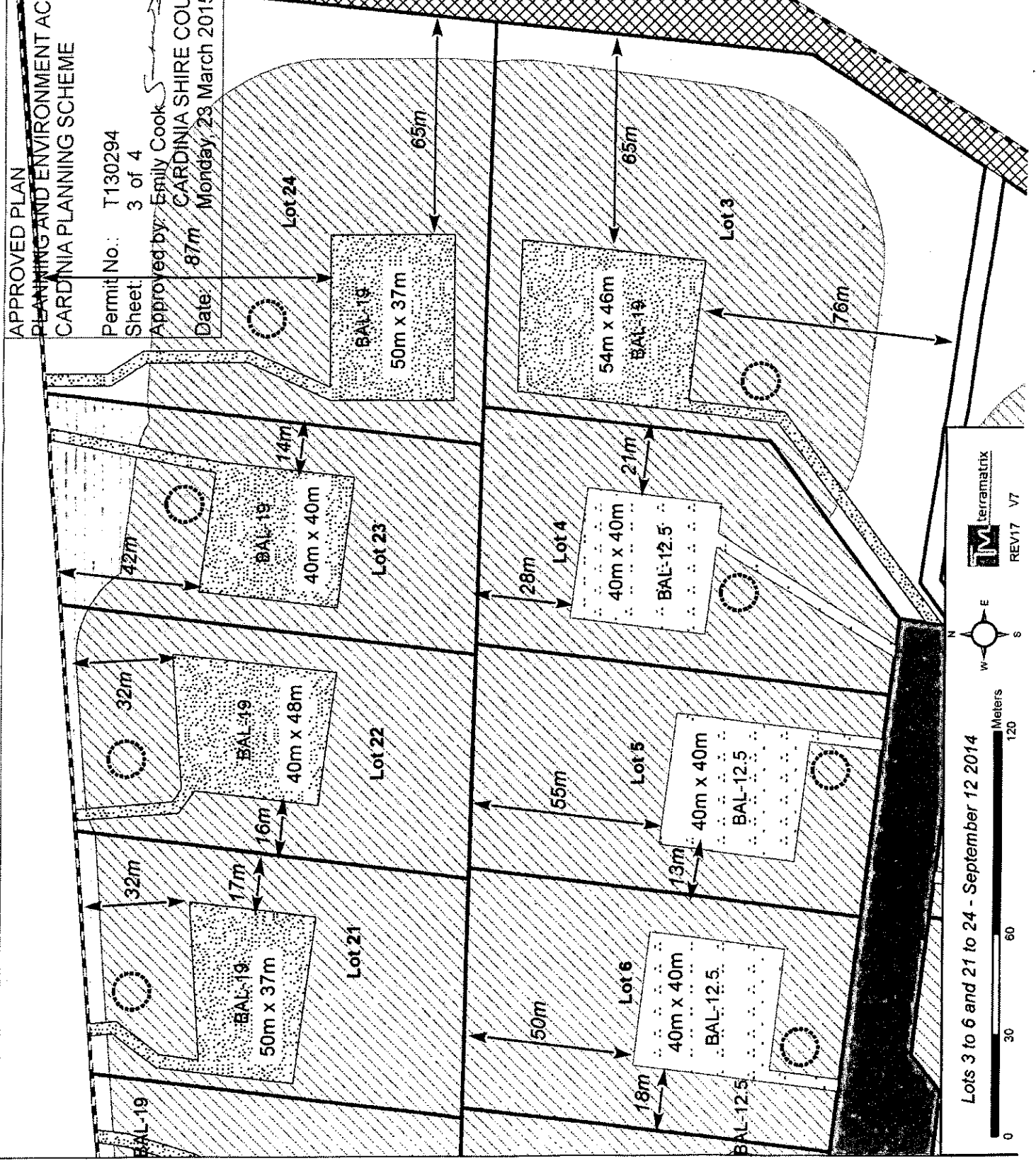
APPROVED PLAN  
PLANNING AND ENVIRONMENT ACT  
CARDINIA PLANNING SCHEME

Permit No.: T130294  
Sheet: 3 of 4  
Approved by: Emily Cook  
CARDINIA SHIRE COUNCIL  
Date: 87m Monday 23 March 2015

Lot Number	Inner Zone	Outer Zone
01	36m	20m
02	36m	N/A
03	53m	N/A
04	Property Boundary	N/A
05	Property Boundary	N/A
06	Property Boundary	N/A
07	Property Boundary	N/A
08	Property Boundary	N/A
09	Property Boundary	N/A
10	Property Boundary	N/A
11	Property Boundary	N/A
12	Property Boundary	N/A
13	Property Boundary	N/A
14	Property Boundary	N/A
16	37m	18m
17	37m	18m
18	37m	18m
19	24m	13m
20	24m	13m
21	24m	13m
22	24m	13m
23	24m	13m
24	53m	N/A

**320 Snell Road  
Maryknoll Bushfire  
Management Plan**

- 320 Snell Road
- Lot Layout
- BAL-29 Envelopes and Driveways
- BAL-19 Envelopes and Driveways
- BAL-12.5 Envelopes and Driveways
- Static Water Supply Nominal Location
- Inner Zone Defendable Space
- Outer Zone Defendable Space
- Road
- Public Open Space



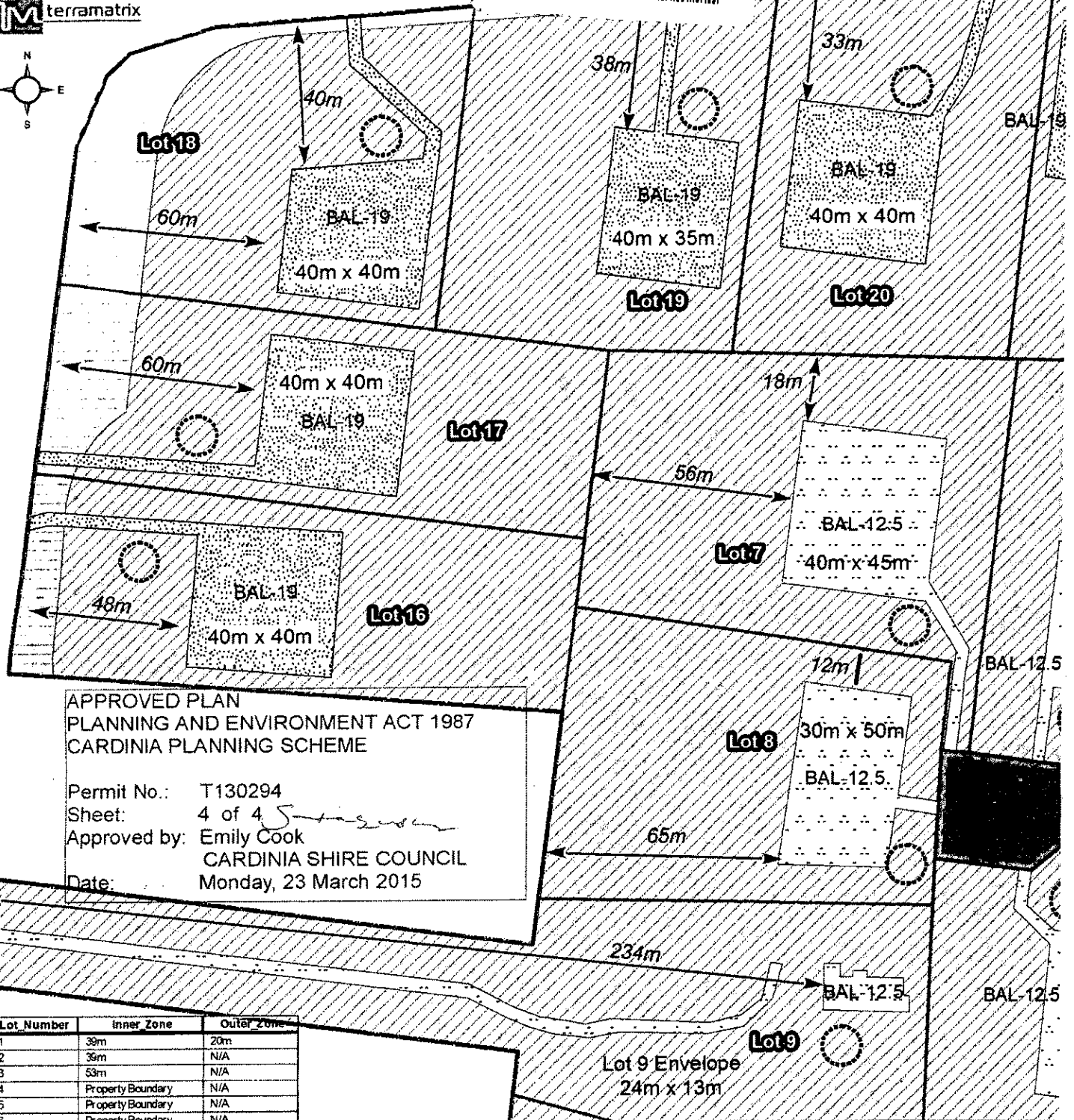
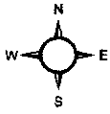
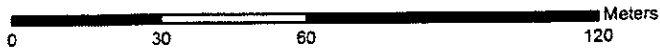
Lots 3 to 6 and 21 to 24 - September 12 2014

Meters

0 30 60 120

AM601261U

02/03/2016 \$119.70 173



APPROVED PLAN  
 PLANNING AND ENVIRONMENT ACT 1987  
 CARDINIA PLANNING SCHEME

Permit No.: T130294  
 Sheet: 4 of 4  
 Approved by: Emily Cook  
 CARDINIA SHIRE COUNCIL  
 Date: Monday, 23 March 2015

Lot Number	Inner Zone	Outer Zone
01	39m	20m
02	39m	N/A
03	53m	N/A
04	Property Boundary	N/A
05	Property Boundary	N/A
06	Property Boundary	N/A
07	Property Boundary	N/A
08	Property Boundary	N/A
09	Property Boundary	N/A
10	Property Boundary	N/A
11	Property Boundary	N/A
12	Property Boundary	N/A
13	Property Boundary	N/A
14	Property Boundary	N/A
16	37m	18m
17	37m	18m
18	37m	18m
19	24m	13m
20	24m	13m
21	24m	13m
22	29m	16m
23	24m	13m
24	53m	N/A

**320 Snell Road Maryknoll Bushfire Management Plan**

Lots 7 to 9 and 16 to 20 - September 12 2014

- Static Water Supply Nominal Location
- Inner Zone Defendable Space
- 320 Snell Road
- BAL-29 Envelopes and Driveways
- BAL-19 Envelopes and Driveways
- BAL-12.5 Envelopes and Driveways
- Outer Zone Defendable Space
- Lot Layout
- Road

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## MORTGAGEE'S CONSENT

[REDACTED] as Mortgagee of registered Mortgage AM386005H consents to the Owners entering into this Agreement and in the event that the Mortgagee becomes Mortgagee in possession, agrees to be bound by the covenants and conditions of this Agreement.

EXECUTED by the Mortgagee  
in the presence of [REDACTED]  
[REDACTED]  
\_\_\_\_\_  
Witness

) [REDACTED]  
) [REDACTED]  
R [REDACTED]

Witness Name: [REDACTED]  
Witness Address: [REDACTED]



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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



Lodged by:

Name: Duffy & Simon  
Phone: 5945 5216  
Address: DX 81001 Pakenham  
Reference: EH:GV:1061973Barry  
Customer Code: 0756P

The Responsible 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.

Land: *(volume and folio)*

Certificates of Title Volume 8484 Folio 422 Volume 9876 Folio 665 and Volume 9888 Folio 694

Responsible Authority: *(full name and address including postcode)*

Cardinia Shire Council of Municipal Offices, Henty Way, Pakenham 3810

Section and Act under which agreement made:

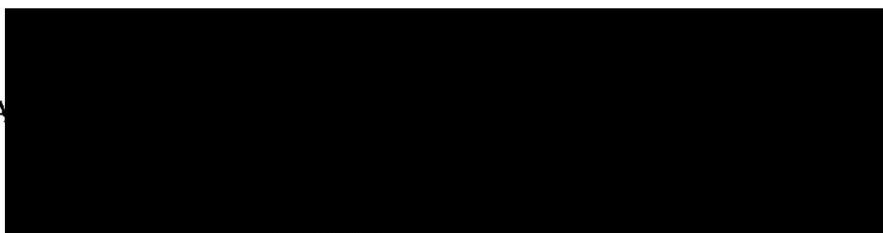
Section 173 of the *Planning & Environment Act 1987*

A copy of the agreement is attached to this Application.

Date: 8/12/10

Signature for Responsible Authority

Name of Officer:



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KEEP

Date 3 / 12 / 2010

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**SECTION 173 AGREEMENT**

**CARDINIA SHIRE COUNCIL**

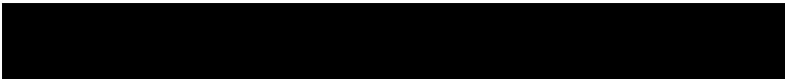
and



and



and



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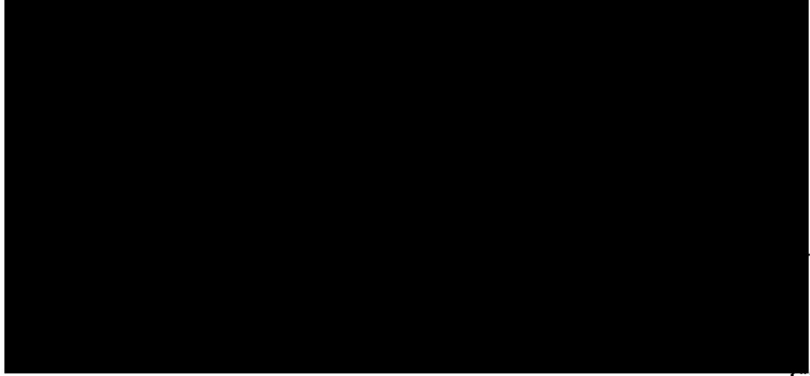
THIS AGREEMENT UNDER SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987 is made on the 3<sup>rd</sup> day of DECEMBER, 2010

BETWEEN

CARDINIA SHIRE COUNCIL  
of Municipal Offices, Henty Way, Pakenham, 3810

("Council")

AND



AND

AND



(the Owners")

**RECITALS**

- A. The Council is the Responsible Authority pursuant to the Act for the Planning Scheme.
- B. The Owners are or are entitled to be the registered proprietors of the Subject Land.
- C. As at the date of this Agreement, the Subject Land is subject to registered mortgages to the Westpac Banking Corporation and Commonwealth Bank of Australia.
- D. On the 16<sup>th</sup> February 2010 the Minister for Planning, [REDACTED] M.L.C., gave authorization (No A01386) by way of letter to the Cardinia Shire Council, as the Responsible Authority for the Cardinia Planning Scheme, to prepare and amendment to the Cardinia Planning Scheme in accordance with Section 8A(3) of the Planning & Environment Act 1987, subject to various conditions as set out in such letter, in respect to the lands known as 13 & 15 Wheeler Road, Maryknoll and 320 Snell Road, Maryknoll.
- E. One of such conditions was that the land owners of 13 & 15 Wheeler Road, Maryknoll and 320 Snell Road, Maryknoll enter into an agreement under Section 173 of the Planning & Environment Act 1987 agreeing to the removal of the broiler farm infrastructure situate on the subject land and the issue of a Certificate of Environment Audit for the site or appointment of an Environment Auditor to declare the land suitable for a sensitive use.

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**THE PARTIES AGREE**

**1. DEFINITIONS**

In this Agreement the words and expressions set out in this clause have the following meaning unless the context admits otherwise:

- Act** means the Planning and Environment Act 1987;
- Agreement** means this agreement and any agreement executed by the parties expressed to be supplemental to this Agreement;
- Broiler Farm Land** means the land situated at 320 Snell Road, Maryknoll and being the land referred to in Certificate of Title Volume 8484 Folio 422.

**Broiler Farm Infrastructure** means broiler sheds and ancillary infrastructure including feed silos, water tanks, hard stand areas ~~and eggs~~.

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

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

**Party or parties** means the Owners and Council under this Agreement as appropriate;

**Planning Scheme** means the Cardinia Planning Scheme and any other planning scheme that applies to the Subject Land;

**Subject Land** means the land situated at 320 Snell Road, Maryknoll and being the land referred to in Certificate of Title Volume 8484 Folio 422 (Fontana & Boyse), the land situated at 13 Wheeler Road, Maryknoll and being the land referred to in Certificate of Title Volume 9876 Folio 665 (Titcher) and the land situate 15 Wheeler Road, Maryknoll and being the land referred to in Certificate of Title Volume 9888 Folio 694 (Barry) and any reference to the Subject Land in this Agreement includes any lot created by the subdivision of the Subject Land or any part of it.

**2. INTERPRETATIONS**

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A term used in the Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 The obligations of the Owners under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent Owner of a lot is only responsible for those covenants and obligations which relate to that Owner's lot.

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**3. SPECIFIC OBLIGATIONS OF THE OWNERS**

**Further Subdivision**

The Owners covenant and agree that in the event that the planning scheme is amended to allow the subdivision of the subject land, the Owners will not seek a statement of compliance for the subdivision under the *Subdivision Act* 1988 until the broiler farm infrastructure has been removed from the broiler farm land and either a

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certificate of environmental audit or statement of environmental audit declaring the site is suitable for residential use has been issued for the broiler farm land.

#### 4. FURTHER OBLIGATIONS OF THE OWNERS

##### 4.1 Notice and Registration

The Owners further covenant and agree that the Owners will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

##### 4.2 Further actions

The Owners further covenant and agree that:

4.2.1 the Owners will do all things necessary to give effect to this Agreement;

4.2.2 the Owners will make application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title to the Subject Land in accordance with Section 181 of the Act and covenant to do all things necessary to enable the Agreement to be recorded, including procuring the consent to this Agreement of any Mortgagee or Caveator.

##### 4.3 Council's costs to be paid

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

#### 5. AGREEMENT UNDER SECTION 173 OF THE ACT

(a) Council and the Owners agree that without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a Deed pursuant to Section 173 of the Act.

(b) The Owners further agree to enter into this Section 173 Agreement with the Responsible Authority. The agreement must be to the satisfaction of the Responsible Authority and all costs relating to the preparation and registration of the agreement on title must be met by the Owners and the owners must provide a dealing number to the responsible authority to demonstrate that the agreement has been lodged with the land titles office.

#### 6. OWNER'S WARRANTIES

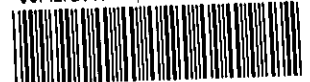
Without limiting the operation or effect which this Agreement has, the Owners warrant that apart from the Owners and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

#### 7. SUCCESSORS IN TITLE

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

7.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and.

7.2 execute a deed agreeing to be bound by the terms of this Agreement.



## 8. GENERAL MATTERS

### 8.1 Notices

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

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

### 8.2 Service of Notice

A notice or other communication is deemed served:

- 8.2.1 if delivered, on the next following business day;
- 8.2.2 if posted, on the expiration of two business days after the date of posting; or
- 8.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

### 8.3 No Waiver

Any time or other indulgence granted by Council to the Owners or any variation of the terms and conditions of this Agreement or any judgment or order obtained by Council against the Owners will not in any way amount to a waiver of any of the rights or remedies of Council in relation to the terms of this Agreement.

### 8.4 Severability

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement will remain operative.

### 8.5 No Fettering of Council's Powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power of discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

## 9. COMMENCEMENT OF AGREEMENT

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

## 10. ENDING OF AGREEMENT

Upon the Owners complying with all conditions and obligations herein contained in this Agreement, the Owners may make application to the Council for the ending of the Agreement.

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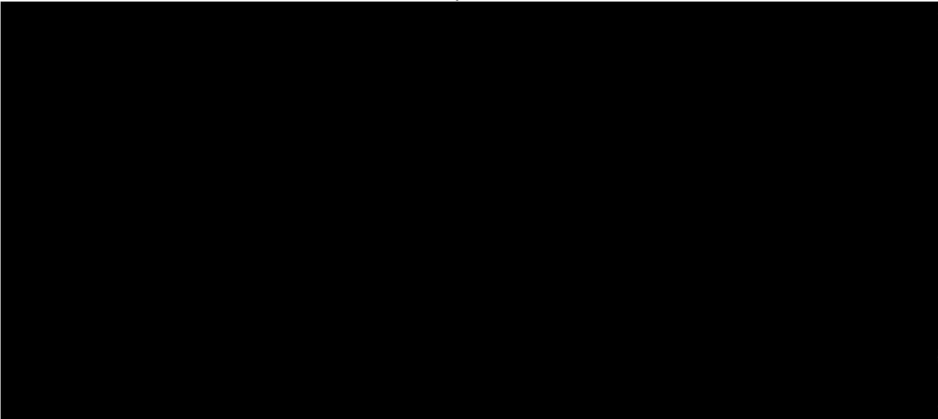
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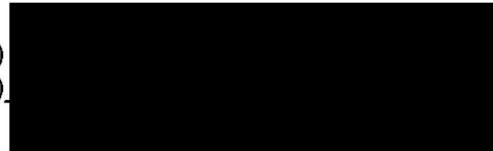


AH662596K  
09/12/2010 \$105.20 173  


X  
\_\_\_\_\_  
Witness

**SIGNED SEALED AND DELIVERED**

by the said [redacted]  
in the pres [redacted]



X  
\_\_\_\_\_  
Witness

**SIGNED SEALED AND DELIVERED**

by the said [redacted]  
in the pres [redacted]



X  
\_\_\_\_\_  
Witness

**SIGNED SEALED AND DELIVERED**

by the said [redacted]  
in the presence of:



\_\_\_\_\_  
Witness

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1270.

**SIGNED SEALED AND DELIVERED**

by the said [redacted]  
in the presence of:

)  
)  
[redacted]

[redacted]

Witness

**SIGNED SEALED AND DELIVERED**

by the said [redacted]  
in the presence of:

)  
)  
[redacted]

[redacted]  
Witness

**SIGNED SEALED AND DELIVERED**

by the said [redacted]  
in the presence of:

[redacted]

[redacted]  
Witness

**AH662596K**

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[barcode]

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**AK702968D**



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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

Lodged by:

Name: Duffy & Simon  
Phone: (03) 5945 5216  
Address: DX 81001 Pakenham  
Reference: EH:SW:129390Barry  
Customer Code: 0756P

The Responsible 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.

Land: (volume and folio)

Volume 9888 Folio 694 & Volume 8484 Folio 422

Responsible Authority: (full name and address including postcode)

Cardinia Shire Council of Henty Way, Pakenham, Victoria 3810

Section and Act under which agreement made:

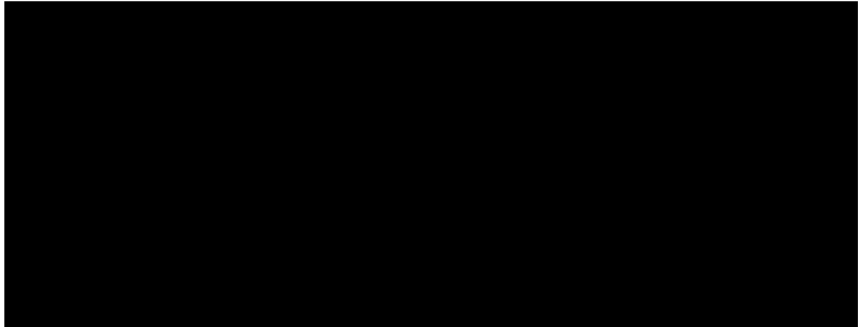
Section 173 of the Planning and Environment Act 1987

A copy of the agreement is attached to this Application.

Date: 6 November 2013

Signature for Responsible Authority:

Name of Officer:



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# Deed of Agreement

## Section 173 Agreement

***Cardinia Shire Council***

**and**

**South East Water Corporation  
ABN 89 066 902 547**

**and**



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**AK702968D**



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**DEED OF AGREEMENT  
Section 173 Agreement**

**DATE** 17/10/2013

**PARTIES**

Cardinia Shire Council of Henty Way, Pakenham (the "**Responsible Authority**");

**South East Water Corporation** ABN 89 066 902 547 of 20 Corporate Drive, Heatherton, Victoria, 3202 ("**South East Water**"); and



**RECITALS**

- A. The Owner is the registered proprietor of an estate in fee simple of the land known as Lot 1 on Title Plan 142377T and being part of the land described in Certificate of Title Volume 9888 Folio 694 (the "**Land**").  
  
The Owner is the registered proprietor of an estate in fee simple of the land known as Lot 1 on Title Plan 334057T and being part of the land described in Certificate of Title Volume 8484 Folio 422 (the "**Land**").
- B. The Cardinia Shire Council is the Responsible Authority, under the *Planning and Environment Act 1987* (the "**Act**"), for the purposes of the Cardinia Planning Scheme (the "**Scheme**"). The Land is affected by the provisions of the Scheme.
- C. South East Water has a water supply district and a sewerage district established under the Water Act 1989; the land is included in South East Water's districts.
- D. The Responsible Authority issued a planning permit (permit no.T130008) to subdivide the Land into Two (2) allotments in accordance with plan of Subdivision no.716783W (the "**Permit**"). Pursuant to Condition 3 of the Permit, the Owner is required to enter into an agreement with South East Water for the provision of sewerage services to the Land and fulfil all requirements (in relation to the provision of sewerage infrastructure) to South East Water's satisfaction.
- E. The Responsible Authority, South East Water and the Owner have agreed to enter into this agreement pursuant to section 173 of the Act.

**OPERATIVE PROVISIONS**

**1. DEFINITIONS AND INTERPRETATION**

**Definitions**

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

"**Agreement**" means this Deed of Agreement.

"**Chief Health Officer**" means the Chief Health Officer within the meaning of the Public Health and Wellbeing Act 2008 (Vic).

"**EPA**" means the Environment Protection Authority.

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**"Land"** has the meaning ascribed to it in Recital A.

**"Laws"** means Commonwealth, Victorian or local government legislation, regulations, by-laws and other sub-ordinate legislation, codes and policies (including the State Environment Protection Policy (Waters of Victoria)), judicial, administrative or regulatory decrees, judgments or orders from time to time including as amended or modified or re-enacted from time to time.

**"Sewage"** means sewage as defined in the Water Act 1989 (Vic).

**"South East Water"** means South East Water Corporation ABN 89 066 902 547 of 20 Corporate Drive, Heatherton, Victoria and includes any delegate or successor of South East Water.

**"Transferee"** means a person or company who takes transfer of or enters into a Contract of Sale to purchase the Land.

**"Water Act"** means the Water Act 1989 (Vic).

### **General Interpretation**

In this Agreement, unless the context otherwise requires:

- (a) a reference to any legislation or any legislative provision includes any statutory modification or re-enactment of, or legislative provisions substituted for, and any subordinate legislation issued under, that legislation or legislative provisions;
- (b) the singular includes the plural and vice versa;
- (c) a reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government, or vice versa;
- (d) a reference to any gender includes all genders;
- (e) a reference to a recital, clause, schedule, annexure or exhibit is to a recital, clause, schedule, annexure or exhibit of or to this Agreement;
- (f) a recital, schedule, annexure or a description of the parties forms part of this Agreement;
- (g) a reference to any Agreement or document is to that Agreement or document (and, where applicable, any of its provisions) as amended, innovated, supplemented, or replaced from time to time;
- (h) a reference to any party to this Agreement or any other document or arrangement includes that party's executors, administrators, substitutes, successors and permitted assigns; and
- (i) where an expression is defined, another part of the speech or grammatical form of that expression has a corresponding meaning.

### **Headings**

In this Agreement, headings are for convenience of reference only and do not affect interpretation.

## **2. CONFIRMATION OF RECITALS**

Each of the parties to this Agreement confirms the recitals that relate to that party.

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**3. EFFECT OF THE AGREEMENT AND REGISTRATION**

**3.1 Agreement under Section 173 of the Act**

The parties agree that without limiting or restricting the respective powers to enter into this Agreement and, in so far as it can be so treated, this Agreement is made pursuant to section 173 of the Act.

**3.2 Covenants to Run with the Land**

The parties agree and declare that the obligations imposed on the Owner under this Agreement are intended to take effect as covenants which shall be annexed to and run at law and equity with the whole or any part of the Land and bind the Owner, its successors, transferees and permitted assigns, the registered proprietor or proprietors for the time being of the Land.

**3.3 Registration Memorandum**

- (a) An application, pursuant to section 181 of the Act shall be made by the Responsible Authority to the Registrar of Titles for the entry of a memorandum of this Agreement upon the Certificate of Title to the Land.
- (b) The Owner shall do all things necessary to enable the application made by the Responsible Authority to be entered on the Certificate of Title to the Land, including signing any further agreement, acknowledgment or document.

**4. COVENANTS**

**4.1 Owner's Covenants**

If a reticulated sewerage system is not provided to the Land, the Owner covenants and agrees with the Council and South East Water as follows:

- (a) It will at the written request of the Council, the Chief Health Officer or the EPA, upon 60 days notice, provide proof at the cost of the Owner, and to the satisfaction of the Council, Chief Health Officer or the EPA making the request, that:
  - (i) all sewage is being and will continue to be treated and retained within the Land without danger to public health, safety and the environment; and
  - (ii) any treatment systems meet and will continue to meet the relevant requirements of all Laws relating to such systems;
- (b) For the purpose of providing proof under clause 4.1(a), and without limiting any other form of proof that may be required, it will conduct such tests reasonably required by the Council, the Chief Health Officer or the EPA at the cost of the Owner;
- (c) It will at the written request of the Council, and at the Owner's cost:
  - (i) repair, replace or upgrade its treatment system; and
  - (ii) take any other steps required by the Council to ensure that:
    - (A) all sewage is being and will continue to be adequately treated and retained within the Land without danger to public health, safety or the environment; and

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- (B) any treatment system it uses meets and will continue to meet the requirements of Laws relating to such systems and the treatment of sewage from time to time;
- (d) Without limiting any powers of the Council under clause 4.1(c), if the Council is not satisfied that:
  - (i) all sewage is being or will continue to be adequately treated and retained within the Land without danger to public health, safety or the environment; or
  - (ii) any treatment system used by the Owner meets and will continue to meet the requirements of all Laws relating to such systems and the treatment of sewage from time to time,

subject to clause 4.1(e), the Owner will at the written request of the Council, enter into an agreement with South East Water for the provision of reticulated sewerage services to the Land and fulfil all requirements of South East Water;

- (e) If South East Water provides, agrees to provide, or is legally required to provide reticulated sewerage services to the Land, whether pursuant to any agreement, or backlog or other program or scheme or otherwise, the Owner will pay the cost of extending and connecting the reticulated sewer and associated works to the Land, including pay the cost of any works, and pay the area contribution charge and other charges applicable from time to time.



**4.2 Council's and Owner's Agreements and Acknowledgments**

The Council and the Owner acknowledge and agree that:

- (a) South East Water shall not be required to enter into an agreement with the Owner for the provision of reticulated sewerage services to the Land except to the extent it is required to do so under the Water Act; and
- (b) Nothing in this Agreement shall limit the powers of South East Water under the Water Act, including Section 147 of that act.

**4.3 South East Water's Agreement**

Any payments required by South East Water under Sections 268 and 270 of the Water Act shall be assessed by South East Water in accordance with those respective provisions of that act.

**5. OWNER'S INDEMNITY AND RELEASE**

The Owner agrees not to make any claim for damage or loss of any kind against the Responsible Authority or South East Water arising from or referable to the provision of sewerage services to the Land, this Agreement or any non-compliance with this Agreement. The Owner agrees to hold harmless and keep the Responsible Authority and South East Water indemnified for and against all actions, claims, liability, demands, damages, losses, expenses and/or costs by or at the instance of any person or body whatsoever and howsoever caused, including but without limiting, any claim in negligence or arising from personal injury, arising from or referable to the provision of sewerage services to the Land, this Agreement or any non-compliance with this Agreement.

**6. OWNER'S WARRANTIES**

- (a) Without limiting the operation or effect of this Agreement, the Owner warrants

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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.

- (b) The Owner covenants to obtain the consent by any mortgagee to be bound by the covenants in this Agreement if the mortgagee becomes a mortgagee in possession of the Land.
- (c) Without limiting the operation or effect of this Agreement, the Owner must ensure that until a Memorandum of this Agreement is registered on the Certificate of Title to this Land, the Owner will ensure that its' Transferees:
  - (i) give effect to, do all acts and sign all documents to give effect to this Agreement; and
  - (ii) execute a deed agreeing to be bound by this Agreement.

**7. OWNER'S OR TRANSFEREE'S DEFAULT**

If the Owner or a Transferee fails to comply with the provisions of this Agreement or any requirement made under the provisions of this Agreement, the Responsible Authority or South East Water may serve a notice on the Owner or a Transferee (as the case may be) specifying the works, matters and things in respect of which the Owner or Transferee is in default. If the alleged default continues for 30 days after the service of such notice, the Responsible Authority or South East Water may by its officers, employees, agents and contractors enter the Land and ensure that the works, matters and things are carried out. The costs incurred by the Responsible Authority or South East Water in undertaking the works as a result of the Owner or Transferee's default will be payable by the Owner or the Transferee.

**8. COSTS**

The Owner will pay South East Water's and the Responsible Authority's reasonable costs and expenses in relation to the negotiation, preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement which are and until payable remain a debt due to the Responsible Authority and/or South East Water (as the case may be).

**9. NO FETTERING OF THE RESPONSIBLE AUTHORITY'S POWERS**

The parties acknowledge and agree that this Agreement does not fetter or restrict the power or discretion of the Responsible Authority to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision application to the Land or relating to any use or development of the Land.

**10. NOTICES**

Any notice under this Agreement may be served by delivering, either personally or by registered mail, to the Parties.

**11. SEVERABILITY**

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, paragraph or clause of this Agreement is unenforceable, legal or void then it must be severed and the other provisions of this Agreement remain operational.



**12. FURTHER ASSURANCE**

Each party must promptly execute and deliver all documents and take all other actions necessary or desirable to effect, perfect or complete the transactions contemplated by the Agreement.

**13. NO WAIVER**

Any time or time indulgence granted by the Responsible Authority or South East Water to the Owner or any variation of the terms and conditions of this Agreement will not in any way amount to a waiver of any of the rights and remedies of the Responsible Entity or South East Water in relation to the terms of this Agreement.

**EXECUTED AS A DEED**

SIGNED by and on behalf and with )  
the authority of the **Cardinia Shire Council** )  
by [REDACTED] ON, General Manager Planning )  
& Development, in the exercise of a power )  
conferred by an Instrument of Delegation )  
in the presence of: )



[REDACTED]  
.....  
Witness

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**EXECUTED by SOUTH EAST WATER CORPORATION**, by being signed sealed and delivered in Victoria by its Attorney [REDACTED] who holds the position of LEGAL COUNSEL under the Power of Attorney dated 1/07/2012 in the presence of:

[REDACTED]  
.....  
Witn  
.....  
Nam



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**SIGNED SEALED AND DELIVERED** by

[Redacted]

[Redacted]

[Redacted]

Witness

Owner

Name (print)

**SIGNED SEALED AND DELIVERED** by

[Redacted]

[Redacted]

[Redacted]

Witness

Name (print)

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A written statement detailing all the amendments to current structure which are being sought

I am applying for a Planning Permit to remove 2 trees from the property. Please find attached an Arborist Report detailing the safety risk of the trees.

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Arbor Express Vic Pty Ltd  
38/11-21 Marne Street South Yarra VIC 3141  
0466 586 842, info@arbor-express.com.au  
ABN: 57 680 180 965

Dear [REDACTED]

Thank you for the opportunity to provide a quote for the tree work at 12 Ravendene Circuit, Maryknoll VIC 3812. Please refer to the quote below.

Activity	Description	Cost
Tree Removal	<ul style="list-style-type: none"><li>Removal of trees 1 and 2.</li><li>All green waste to be processed on site, removed and disposed of responsibly. Site will be left clean and tidy.</li><li>All tree works are carried out to meet Australian Standards (AS4373-2007 <i>pruning of amenity trees</i>)</li><li>All Arbor Express staff will be fully qualified for their respective duties, with site-specific hazard assessments conducted prior to any work. Additionally, all relevant Work Health and Safety (WHS) policies will be strictly followed at all times.</li></ul>	\$9,000
		GST \$900
		<b>Total Incl GST \$9,900</b>

Please feel free to contact our operations manager, [REDACTED] if you would like more information or to discuss your specific needs.

\*Quotes are valid for 90 days.

Payment is due with 14 days from delivery of services.

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## Work to be Undertaken

Photo 1: Tree 1



Photo 2:



Photo 3:



Photo 4:



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Photo 5:



Photo 6:



Photo 7: Tree 2



Photo 8:



## General Terms & Conditions

All pruning is performed following the guidelines set by the Australian Standard (AS4373-2007) for *Pruning of Amenity Trees*. The on-site climbing arborist will assess and decide the appropriate pruning percentage of the canopy (such as 10%, 15%, or 20%) and identify suitable cut points, considering the relevant standards and local council requirements. Maintaining the tree's safety and structural balance is a top priority.

Deadwooding entails removing dead branches larger than 25mm in diameter that could potentially threaten people or property. This process covers any deadwood that can be safely accessed by climbing, except when an Elevated Work Platform (EWP) is explicitly needed.

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# 12 Ravendene Circuit Maryknoll VIC 3812

## Arboriculture Assessment & Report

Prepared for



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## Document Tracking

<b>Project Name</b>	12 Ravendene Circuit Maryknoll VIC 3812 Arboriculture Assessment & Report
<b>Project Number</b>	AAR16/09/2024
<b>Prepared by</b>	██████████ AQF Level 5 Arborist
<b>Reviewed by</b>	██████████ – AQF Level 5 Arborist and Walter Chan – AQF Level 5 Arborist
<b>Status</b>	Final
<b>Version</b>	v2
<b>Last saved on</b>	13/10/2024

This report should be cited as 'Arbor Express 12 Ravendene Circuit Maryknoll VIC 3812 Arboriculture Assessment & Report prepared for ██████████'

## ACKNOWLEDGEMENTS

This document has been prepared by Arbor Express Pty Ltd with support from Gabe Fekete

### *Disclaimer*

*I do not assume responsibility for liability associated with the tree on/or adjacent to this project site, the future demise and/or any damage which may result therefrom. They take care to obtain all information from reliable sources. All data has been verified insofar as possible; however, the consultant can neither guarantee nor be responsible for the accuracy of information provided by others. I cannot be held responsible for any consequences as result of work carried out outside specifications, not in compliance with Australian Standards or by inappropriately qualified staff. If further investigations such as, aerial, drill and root tests are recommended, the report shall not be considered final until all investigations have been completed as further defects may be found. I have made every effort to accurately identify the current tree health and hazards. Results may or may not correlate to actual tree structural integrity. There are many factors that may contribute to limb or total tree failure, not all these symptoms are visible. There can be hidden defects that may result in a failure even though it would seem that other, more obvious defects would be the likely cause of failure. All standing trees have an element of unpredictable risk. The inspection was limited to a visual ground examination of the tree, without aerial inspections and below ground excavations. The assessments are limited and do not include specialized analysis. No internal diagnostics, aerial inspection and pathology test were conducted. Sketches, diagrams, graphs and photographs in this report, being intended as visual aids, are not necessarily to scale.*

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## Abbreviations

Abbreviation	Description
AE	Arbor Express
AIA	Arboricultural Impact Assessment
AQF	Australian Qualifications Framework
AS	Australian Standards
C	Canopy
DAB	Diameter Above Buttress
DBH	Diameter at Breast Height
H	Height
m	Metre
mm	Millimetre
NDE	Non-Destructive Excavation
NO	Number
NSW	New South Wales
SRZ	Structural Root Zone
TPP	Tree Protection Plan
TPZ	Tree Protection Zone
VTA	Visual Tree Assessment

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## 1. Introduction

### Overview

- [REDACTED] commissioned an Arboricultural Assessment and Report on the trees at 12 Ravendene Circuit Maryknoll VIC 3812.
- The report will provide an overview of the tree dimensions, health, structure, Safe Useful Life Expectancy (SULE), provide a risk assessment, tree retention value, recommend appropriate tree pruning, removal works and provide general advice for managing the trees to maintain an appropriate level of risk in the landscape.
- The site visit was undertaken on 16 September 2024.
- The key aspects of the report will include:
  - Assess the risk that the trees present in the landscape.
  - Provide an assessment of the health and structure of the trees.
  - Identify and record the dimensions of the trees within the site.
  - Recommend appropriate pruning/removal work in accordance with Australian Standards AS 4373-2007 Pruning of amenity trees.
  - Provide specific recommendations for managing the trees to maintain health and structure and ensure long-term viability with an acceptable level of risk.

### Scope

- Tree management measures are regulated by the Cardinia Shire Council.
- 2 trees at 12 Ravendene Circuit Maryknoll VIC 3812 were assessed.
- The inspection does not include below ground root excavation, expert laboratory analyses, internal diagnostic testing, inaccessible trunk locations and aerial inspections. No pathology tests or soil analyses were conducted. Sketches, diagrams, graphs, and photographs in this report, being intended as visual aids, are not necessarily to scale.
- The owner or manager of this Property has not provided other documentation relating to the trees. Apart from post-site research and comparisons of similar sites, our observations are the only details analysed.

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## 2. Method

### Visual Tree Assessment

The subject trees were assessed in accordance with a stage one visual tree assessment (VTA) as formulated by Mattheck and Breloer (1994)<sup>1</sup>, and practices consistent with modern arboriculture.

During the assessment the following information was collected or identified:

- Tree species – botanical and common name.
- Approximate Height and Canopy.
- Trunk Diameter – measured at 1.4 metres from ground level.
- Health and vigour; using foliage size, colour, extension growth, presence of disease or pest infestation, canopy density, presence of deadwood, dieback and epicormic growth as indicators.
- Condition using visible evidence of structural defects, instability, evidence of previous pruning and physical damage as indicators.
- Suitability of the tree to the site and its existing location, in consideration of damage or potential damage to services or structures, available space for future development and nuisance issues.
- Safe Useful Life Expectancy (SULE)
- Retention Value Rating

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<sup>1</sup> VTA is an internationally recognised practice in the visual assessment of trees as formulated by Mattheck & Breloer (1994). Principle explanations and illustrations are contained within the publication, Field Guide for Visual Tree Assessment by Mattheck, C., and Breloer, H. Arboricultural Journal, Vol 18 pp 1-23 (1994).

### 3. Tree Schedule

Tree #	Botanical Name (Common Name)	Height (m)	Canopy (m)	DBH (mm)	DAB (mm)	TPZ SRZ (m)	SULE	Retention Value
1	<i>Eucalyptus baxteri</i> (Brown Stringybark)	14.90	11	968	1,245	11.62 3.63	3B	Low
2	<i>Eucalyptus baxteri</i> (Brown Stringybark)	17.40	14	1,209	1,280	14.51 3.67	3B	Low

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## 4. Site Photos

Photo 1: Tree 1



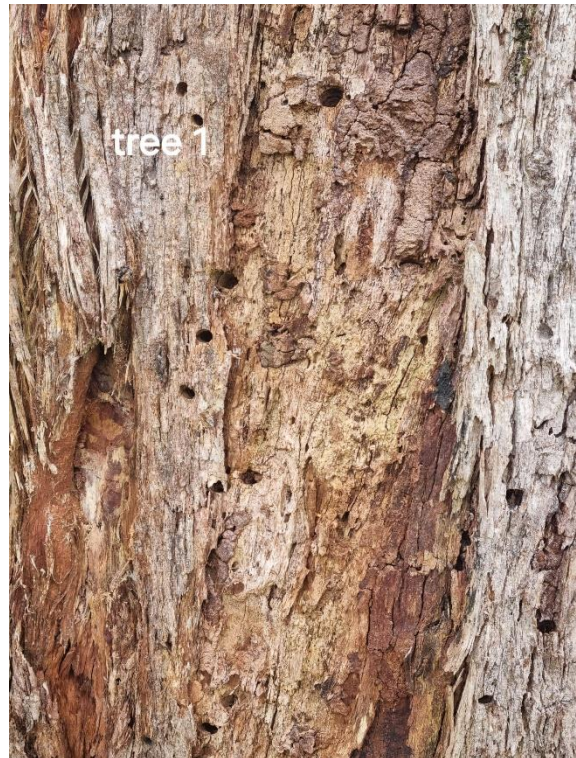
Photo 2:



Photo 3:



Photo 4:



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Photo 5:



Photo 6:

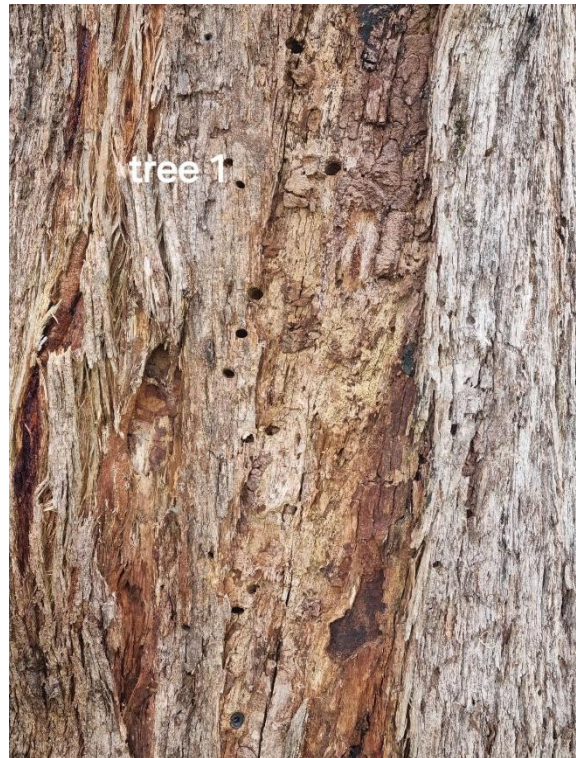
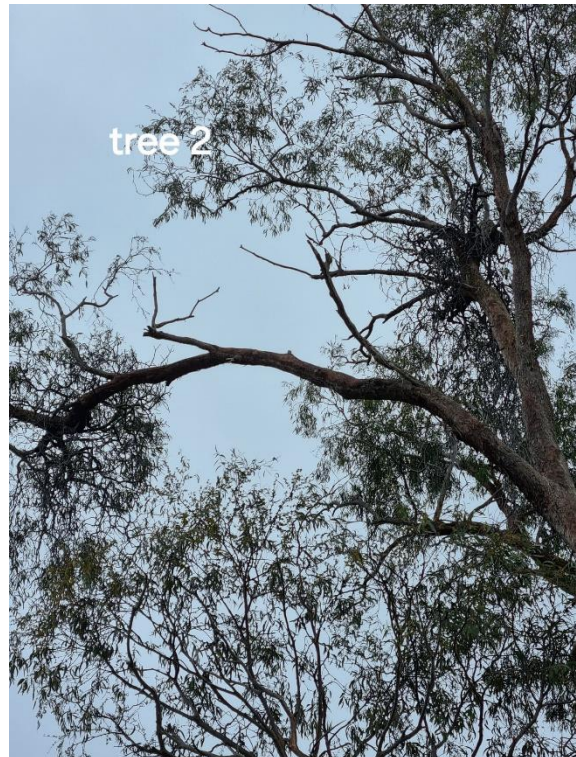


Photo 7: Tree 2



Photo 8:



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Photo 9:



Photo 10:



Photo 11:



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## 5. Risk Rating

A risk assessment using a Tree Risk Assessment Qualification (TRAQ), has been conducted utilising the method outlined in Annexure D Tree Risk Assessment Method.

- Risk rating associated with trees is considered 'Extreme'.
- Risk rating associated with tree is considered 'High'
- Risk rating associated with trees is considered 'Moderate'
- Risk rating associated with trees is considered 'Low'.

### Target Assessment

Target #	Target Description	Target protection	Target zone			Occupancy	Practical to remove target?	Restriction practical?
			Target within dripline	Target within 1 x Ht.	Target within 1.5 x Ht.			
1	Residents	Yes	Yes	Yes	Yes	Frequent	No	No
2	Property	No	No	Yes	Yes	Constant	No	No

For the purpose of this report, a risk categorization was undertaken for a failure scenario against different target frequencies, size, occupancies, and consequence. The highest Risk rating has been included in the table below.

Tree #	Target #	Tree part	Condition of concern	Part size (mm)	Likelihood			Consequences	Risk rating (Matrix 2)
					Failure	Impact	Failure & impact (Matrix 1)		
1	1	Limbs Stem	Dead limbs, limbs, Stem	50mm-968mm	Probable	Medium	Somewhat likely	Significant	High
2	2	Limbs	Dead limbs	50mm-300mm	Probable	High	Very likely	Significant	High
3									
4									
5									

### Risk Methodology Overview

The risk assessment method has the following components:

- Size of part likely to fail – attributed to the branch or trunk that is most likely to fail and cause the most damage under normal conditions over the next 12 months.
- Likelihood of failure – attributed to the tree part that is most likely to fail under normal conditions within the next 12 months.
- Likelihood of impact – attributed to the chance of object that is most likely to be hit / injured / damaged in the event of tree part failure.
- Consequences – attributed to the results of the object if the event of tree part failure happens.

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According to ISA's risk categorisation, 'likelihood of failure and impact' can be selected from a Likelihood Matrix – Likelihood of Failure x Likelihood of Impact, using the Likelihood Matrix table (Matrix 1).

According to ISA's risk categorisation, the risk rating of a specific tree part to a specified target can be selected from the Risk Rating Matrix – Likelihood of Failure and Impact x Consequence of Failure, by using the Risk Rating Matrix table (Matrix 2).

Matrix 1. Likelihood matrix

Likelihood of Failure	Likelihood of Impact			
	Very low	Low	Medium	High
<b>Imminent</b>	Unlikely	Somewhat likely	Likely	Very likely
<b>Probable</b>	Unlikely	Unlikely	Somewhat likely	Likely
<b>Possible</b>	Unlikely	Unlikely	Unlikely	Somewhat likely
<b>Improbable</b>	Unlikely	Unlikely	Unlikely	Unlikely

Matrix 2. Risk rating matrix

Likelihood of Failure & Impact	Likelihood of Impact			
	Negligible	Minor	Significant	Severe
<b>Very likely</b>	Low	Moderate	High	Extreme
<b>Likely</b>	Low	Moderate	High	High
<b>Somewhat likely</b>	Low	Low	Moderate	Moderate
<b>Unlikely</b>	Low	Low	Low	Low

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## 6. Recommendations

I have been asked to assess the trees at 12 Ravendene Circuit Maryknoll VIC 3812. A total of 2 trees have been assessed as part of the survey.

Tree number 1 has a large dead limb {photos 2+3}, and a large wound on a limb in the upper canopy [ photo 1]. The stem of the tree has decay present and shows the presence of insect/borer damage [ photos 4,5,6]. The tree has poor form and appears to be declining in health, as evidenced by the presence of dead limbs, decay and insect damage. Given the above I recommend the removal of the tree due to the possibility of limb failures impacting people or property in the surrounding area.

Tree number 2 has a large dead limb [ photo 10] and is host to 4 mistletoe infestations. Although mistletoe assists with biodiversity, it can be sign of a tree under stress and in decline, as evidenced by the presence of dead wood. Additionally, we have been advised by the owner that the tree has a history of limb failures. Given the above I recommend the removal of the tree due to the possibility of limb failures impacting people or property in the surrounding area.

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## Appendix A: Glossary of Terms

**Abiotic** - Pertaining to non-living agents, e.g. environmental factors.

**Anchorage** - The system whereby a tree is fixed within the soil, involving cohesion between roots and soil and the development of a branched system of roots which withstands wind and gravitational forces transmitted from the aerial parts of the tree.

**Branch:**

- Primary. A first order branch arising from a stem.
- Lateral. A second order branch, subordinate to a primary branch or stem and bearing sub-lateral branches.
- Sub-lateral. A third order branch, subordinate to a lateral or primary branch, or stem and usually bearing only twigs.

**Branch collar** - A visible swelling formed at the base of a branch whose diameter growth has been disproportionately slow compared to that of the parent stem; a term sometimes applied also to the pattern of growth of the cells of the parent stem around the branch base.

**Cambium** - Layer of dividing cells producing xylem (woody) tissue internally and phloem (bark) tissue externally.

**Canker** - A persistent lesion formed by the death of bark and cambium due to colonisation by fungi or bacteria.

**Compartmentalisation** - The confinement of disease, decay or other dysfunction within an anatomically discrete region of plant tissue, due to passive and/or active defences operating at the boundaries of the affected region.

**Condition** - An indication of the physiological condition of the tree. Where the term 'condition' is used in a report, it should not be taken as an indication of the stability of the tree.

**Crown/Canopy** - The main foliage bearing section of the tree.

**Crown lifting** - The removal of limbs and small branches to a specified height above ground level.

**Crown reduction/shaping** - A specified reduction in crown size whilst preserving, as far as possible, the natural tree shape.

**DAB (Diameter Above Buttress)** - Trunk diameter measured above the root buttress.

**Defect** - In relation to tree hazards, any feature of a tree which detracts from the uniform distribution of mechanical stress, or which makes the tree mechanically unsuited to its environment.

**Dieback** - The death of parts of a woody plant, starting at shoot-tips or root-tips.

**Disease** - A malfunction in or destruction of tissues within a living organism, usually excluding mechanical damage; in trees, usually caused by pathogenic micro-organisms.

**DBH (Diameter at Breast Height)** - Stem diameter measured at a height of 1.4 metres or the nearest measurable point. Where measurement at a height of 1.4 metres is not possible, another height may be specified.

**Deadwood** - Branch or stem wood bearing no live tissues. Retention of deadwood provides valuable habitat for a wide range of species and seldom represents a threat to the health of the tree. Removal of deadwood can result in the ingress of decay to otherwise sound tissues and climbing operations to access deadwood can cause significant damage to a tree. Removal of deadwood is generally recommended only where it represents an unacceptable level of hazard.

**Epicormic shoot** - A shoot having developed from a dormant or adventitious bud and not having developed from a first year shoot.

**Heartwood/false-heartwood** - The dead central wood that has become dysfunctional as part of the aging processes and being distinct from the sapwood.

**Included bark (ingrown bark)** - Bark of adjacent parts of a tree (usually forks, acutely joined branches or basal flutes) which is in face-to-face contact.

**Lions tailing** - A term applied to a branch of a tree that has few if any side-branches except at its end and is thus liable to snap due to end-loading.

**Occlusion** - The process whereby a wound is progressively closed by the formation of new wood and bark around it.

**Pruning** - The removal or cutting back of twigs or branches, sometimes applied to twigs or small branches only, but often used to describe most activities involving the cutting of trees or shrubs.

**Reactive Growth/Reaction Wood** - Production of woody tissue in response to altered mechanical loading; often in response to internal defect or decay and associated strength loss (cf. adaptive growth).

**Ring-barking** - The removal of a ring of bark and phloem around the circumference of a stem or branch, normally resulting in an inability to transport photosynthetic assimilates below the area of damage. Almost inevitably results in the eventual death of the affected stem or branch above the damage.

**Stress** - In plant physiology, a condition under which one or more physiological functions are not operating within their optimum range, for example due to lack of water, inadequate nutrition or extremes of temperature.

**SRZ (Structural Root Zone)** - The area around the base of the tree required for the tree's stability in the ground.

**Topping** - In arboriculture, the removal of the crown of a tree, or of a major proportion of it.

**TPZ (Tree Protection Zone)** - A specified area above and below ground and at a given distance from the trunk set aside for the protection of a tree's roots and crown to provide for the viability and stability of a tree to be retained where it is potentially subject to damage by development.

**Veteran tree** - Tree that, by recognised criteria, shows features of biological, cultural or aesthetic value that are characteristic of, but not exclusive to, individuals surviving beyond the typical age range for the species concerned. These characteristics might typically include a large girth, signs of crown retrenchment and hollowing of the stem.

**Vigour** - The expression of carbohydrate expenditure to growth (in trees).

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## Appendix B: Retention Value

Evaluating Sustainability and Landscape Significance to Determine Retention Value	
Retention Value	Criteria and Categories
<b>Very High</b>	Tree of exceptional quality in good condition. A prominent landscape feature and/or of historic, cultural, ecological or other significance. Has the potential to be a medium to long-term landscape component were managed appropriately. All efforts should be made to retain the tree and protect from construction impact.
<b>High</b>	Tree of high quality in good to fair condition. Generally, a prominent landscape feature. Has the potential to be a medium to long-term landscape component where managed appropriately. All efforts should be made to retain the tree and protect from construction impact.
<b>Medium</b>	Tree of moderate quality in fair condition. Generally, a modest landscape feature. May have a health or structural issue that can be resolved with Arboricultural input or may refer to a medium to small tree in good condition. Has the potential to be a medium to long-term landscape component where managed appropriately. Where practical, design modifications should be considered in order to retain and protect form construction impact.
<b>Low</b>	Either: tree of low quality in poor condition. Generally, provides little amenity value. Unlikely to be a long- or medium-term landscape component. The tree may be considered a weed species, structurally unsound, dead/dying/diseased, nearing the end of its ULE or may not be suitable for the site. Or; small tree of good or fair condition which is easily replaced in the landscape through planting of advanced stock.
<b>Third Party Ownership</b>	The tree is located outside of the subject site and is owned by a third party. It may be owned by a private entity (residential) or public body (council). Third party owned trees must be retained and protected from constructed impact, unless a mutually acceptable outcome is negotiated with the tree owner and relevant authorities.

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## Appendix C: Safe Useful Life Expectancy (SULE)

	1 LONG SULE	2 MEDIUM SULE	3 SHORT SULE	4 REMOVALS	5 MOVED OR REPLACED
	Long: appeared to be retainable at the time of assessment for over 40 years with an acceptable degree of risk, assuming reasonable maintenance.	Medium: appeared to be retainable at the time of assessment for 15 to 40 years with an acceptable degree of risk, assuming reasonable maintenance.	Short: appeared to be retainable at the time of assessment for 5 to 15 years with an acceptable degree of risk, assuming reasonable maintenance.	Removal: trees which should be removed within the next 5 years.	Moved or Replaced: Trees which can be readily moved or replaced.
<b>A</b>	Structurally sound trees located in positions that can accommodate future growth.	Trees that may only live between 15 and 40 more years.	Trees that may only live between 5 and 15 more years.	Dead, dying, suppressed or declining trees through disease or inhospitable conditions.	Small trees less than 5 metres (m) in height.
<b>B</b>	Trees that could be made suitable for long-term retention by remedial tree care.	Trees that may live for more than 40 years but would be removed for safety or nuisance reasons.	Trees that may live for more than 15 years but would be removed for safety or nuisance reasons.	Dangerous trees through damage, structural defect, instability or recent toss of adjacent trees.	Young trees less than 15 years old but over 5m in height.
<b>C</b>	Trees of special significance for historical, commemorative or rarity reasons that would warrant extraordinary efforts to secure their long term retention.	Trees that may live for more than 40 years but should be removed to prevent interference with more suitable individuals or to provide space for new planting.	Trees that may live for more than 15 years but should be removed to prevent interference with more suitable individuals or to provide space for new planting.	Dangerous trees through structural defects including cavities, decay, included bark, wounds or poor form.	Trees that have been regularly pruned to artificially control growth'.
<b>D</b>		Trees that could be made suitable for retention in the medium term by remedial tree care.	Trees that require substantial remedial tree care and are only suitable for retention in the short term.	Damaged trees that are clearly not safe to retain.	
<b>E</b>				Trees that may live for more than 5 years but should be removed to prevent interference with more suitable individuals or to	

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	1 LONG SULE	2 MEDIUM SULE	3 SHORT SULE	4 REMOVALS	5 MOVED OR REPLACED
				provide space for new planting.	
<b>F</b>				Trees that are damaging or may cause damage to existing structures within 5 years.	
<b>G</b>				Trees that will become dangerous after removal of other trees for the reasons given in A) to F).	

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## Annexure D: Tree Risk Assessment Method – Tree Risk Assessment Qualification (TRAQ)

The Target Assessment chart is used to list target(s)—people, property, or activities that could be injured, damaged, or disrupted by a tree failure—within the striking distance (target zone) of the tree part concerned. Four lines are provided; additional targets can be listed on a separate form. Target information will correspond with the Risk Categorization chart on the back of the form.

**Target number**—many trees have multiple targets within the target zone; the target number is provided to list individual targets and to facilitate inclusion of this number in the Risk Categorization chart so that the target description does not need to be rewritten.

**Target description**—brief description such as “people near tree,” “house,” “play area,” or “high-traffic street.” Location of the target can be noted by checking one of the distance boxes under Target zone.

**Target protection**—note any significant factors that could protect the target because this may affect the likelihood of impact and/or the consequences of failure.

**Target zone**—identify where the targets are in relation to the tree or tree part:

**Within drip line**—target is underneath the canopy of the tree.

**Within 1 × Ht**—target is within striking distance if the trunk or root system of the tree fails (1 times the height of the tree).

**Within 1.5 × Ht**—target is within striking distance if the trunk or root system of the tree fails and there are dead or brittle branches that could shatter and fly from the failed tree.

**Occupancy rate**—an estimated amount of time the target is within the target zone. Use corresponding numbered codes (1–4):

1. **Rare**—the target zone is not commonly used by people or other mobile/movable targets.
2. **Occasional**—the target zone is occupied by people or other targets infrequently or irregularly.
3. **Frequent**—the target zone is occupied for a large portion of the day or week.
4. **Constant**—a target is present at nearly all times, 24 hours a day, 7 days a week.

**Practical to move target?**—check box if it is practical to move the target out of the target zone if mitigation is required.

**Restriction practical?**—check box if it is practical to restrict access to the target zone.

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We use the risk categorization methodologies presented in ISA's Best Management Practices: Tree Risk Assessment. The chart provided on the form is a tool to tie the data collected on the front of the form to the risk categorization process. You can rate the risk for up to four different conditions that may be found in the tree being assessed. Additional ratings may be made on an additional form. If there is only one condition of concern, only one line needs to be completed.

**Tree number**—specify tree number from the previous page of this report.

**Target (Target number or description)**—specify target number or a brief description from the previous page of this report.

**Tree part**—specify the branch, trunk, or root of concern. For example, Condition Number 1 may be the broken branch over the house, and Condition Number 2 may be a branch over the driveway. The entries in the Tree part column would both be “branch.” Other options for this column include “trunk” and “roots.”

**Condition(s) of concern**—identify the concern(s) with the tree part listed. An example would be “large, dead branch over the house.”

Tree risk has two components: (1) the likelihood of a tree failure striking a target, which is divided into the likelihood of failure and the likelihood of impact, and (2) the consequences of failure. Use your best judgment and the data available to assess the likelihood of failure (improbable, possible, probable, imminent) and the likelihood of impact (very low, low, medium, high). After these two decisions are made, use Matrix 1 (likelihood matrix) to determine the likelihood of failure and impact category (unlikely, somewhat likely, likely, very likely) based on your assessment.

The likelihood of failure can be categorized using the following guidelines:

**Improbable**—the tree or tree part is not likely to fail during normal weather conditions and may not fail in extreme weather conditions within the specified time frame.

**Possible**—failure may be expected in extreme weather conditions, but it is unlikely during normal weather conditions within the specified time frame.

**Probable**—failure may be expected under normal weather conditions within the specified time frame.

**Imminent**—failure has started or is most likely to occur in the near future, even if there is no significant wind or increased load. This is an infrequent occurrence for a risk assessor to encounter, and it may require immediate action to protect people from harm. The imminent category overrides the stated time frame.

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The likelihood of impacting a target can be categorized using the following guidelines:

**Very low**—the chance of the failed tree or tree part impacting the specified target is remote. Likelihood of impact could be very low if the target is outside the anticipated target zone or if occupancy rates are rare. Another example of very low likelihood of impact is people in an occasionally used area with protection against being struck by the tree failure due to the presence of other trees or structures between the tree being assessed and the targets.

**Low**—there is a slight chance that the failed tree or tree part will impact the target. This is the case for people in an occasionally used area with no protection factors and no predictable direction of fall, a frequently used area that is partially protected, or a constant target that is well protected from the assessed tree. Examples are vehicles on an occasionally used service road next to the assessed tree, or a frequently used street that has a large tree providing protection between vehicles on the street and the assessed tree.

**Medium**—the failed tree or tree part could impact the target, but is not expected to do so. This is the case for people in a frequently used area when the direction of fall may or may not be toward the target. An example of a medium likelihood of impacting people could be passengers in a car traveling on an arterial street (frequent occupancy) next to the assessed tree with a large, dead branch over the street.

**High**—the failed tree or tree part is likely to impact the target. This is the case when there is a constant target with no protection factors, and the direction of fall is toward the target.

Matrix 1 (likelihood matrix) is used to determine the combined likelihood of failure and impact in a given time frame. The resulting terms (unlikely, somewhat likely, likely, very likely) are defined by their use within the matrix and are used to represent this combination of occurrences in Matrix 2 (risk rating matrix). In the Consequences section, one category should be selected (negligible, minor, significant, severe).

Consequences of failure are estimated based on the amount of harm or damage that will be done to a target. The consequences depend on the part size, fall characteristics, fall distance, and any factors that may protect the risk target from harm. The significance of target values—both monetary and otherwise—are subjective and relative to the client.

The consequences of failure can be categorized using the following guidelines:

**Negligible**—no personal injury, low-value property damage, or disruptions that can be replaced or repaired.

**Minor**—minor personal injury, low-to-moderate value property damage, or small disruption of activities.

**Significant**—substantial personal injury, moderate- to high-value property damage, or considerable disruption of activities.

**Severe**—serious personal injury or death, high-value property damage, or major disruption of important activities.

Risk rating—the risk rating of the individual part for a specified target. The risk rating is categorized using Matrix 2. Risk rating terms are low, moderate, high, and extreme.

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### Locations

- Sydney
- NSW South Coast (Wollongong to Bega)
- NSW Central Coast (Gosford to Newcastle)
- Southern Highlands
- Blue Mountains
- Canberra and Queanbeyan
- Regional NSW

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### Services

- Arborist Reports for Developments
- Tree Root Mapping
- Project Arborist
- Tree Health and Safety Assessments
- Tree Structural Testing (Resistograph)
- Flora & Fauna Assessments and Project Ecologist
- Vegetation Management Plans

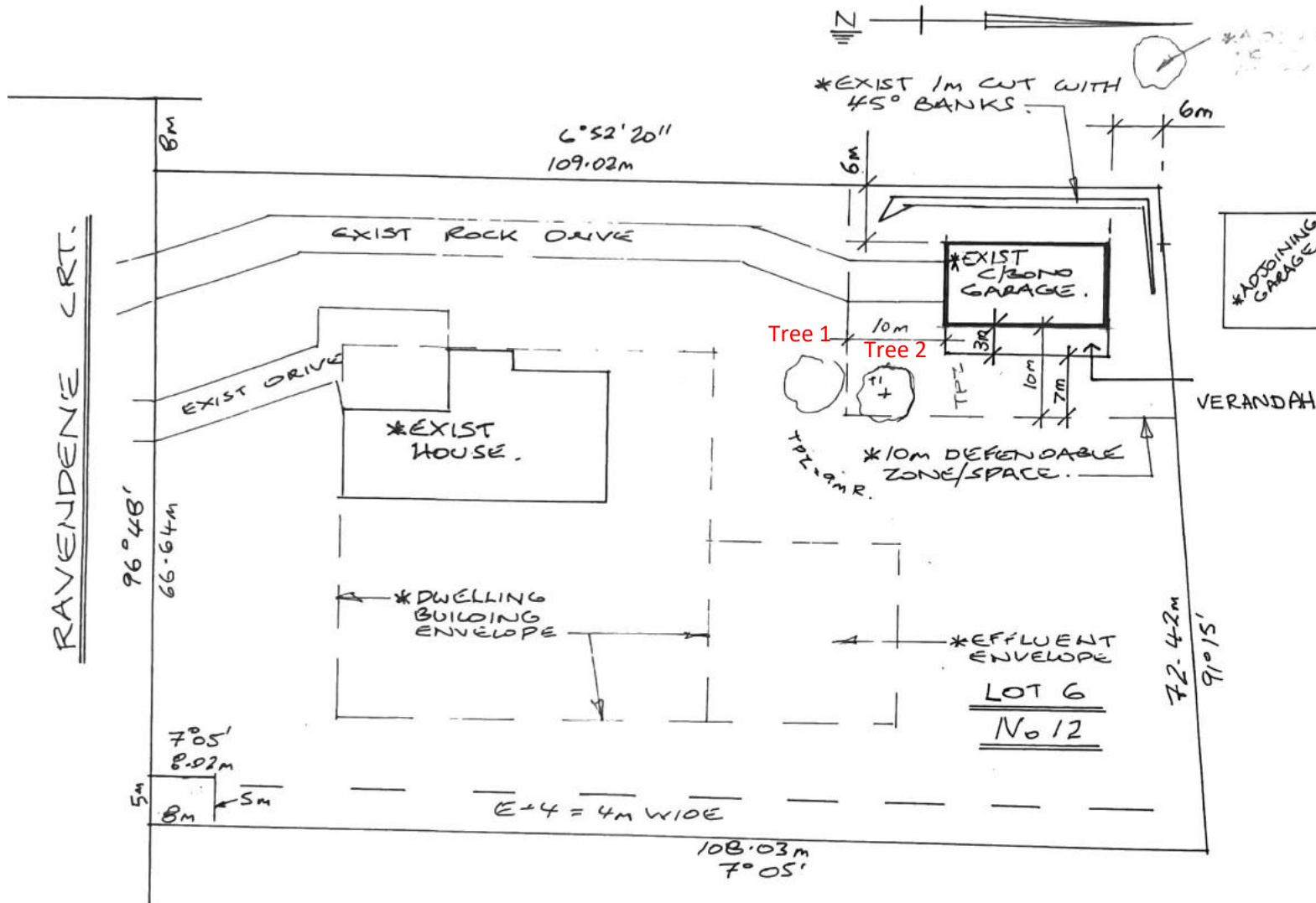
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### Contact Us

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SITE PLAN SCALE 1:500.

Tree 1 and Tree 2 are proposed to be removed

# Receipt

Receipt No	EPLAN008710
Amount Paid	\$220.50
Transaction Status	Processing
Transaction Date	3/11/2024 11:52:58 AM
Reference 1	T25022989
Reference 2	T240575
Reference 3	A424834G

Applicant  
 Applicant Address  
  
 Owner  
 Owner Address  
  
 Preferred Contact  
 Preferred Contact Address  
  
 Site Address  
  
 Portal Reference  
 ReferenceNumber  
  
 InvoiceNumber  
 InvoiceDate  
 InvoicePayByDate



Regulation	Description	Amount	Modifier	Modified Amount
9 - Class 2	Not more than \$10,000	\$220.50	100%	\$220.50
<b>Total Amount</b>				<b>\$220.50</b>

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## Native Vegetation Assessment

12 Ravendene Circuit Maryknoll

December 2024

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<b>Report:</b>	Native Vegetation Assessment - 12 Ravendene Circuit Maryknoll - December 2024	
<b>Job no:</b>	24087	
<b>Prepared for:</b>	[REDACTED] c/o SD Planning	
<b>Author:</b>	[REDACTED]	
<b>Contact:</b>	[REDACTED]	
<b>Date:</b>	31 December 2024	

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# 1 Introduction

This Native Vegetation Assessment Report is for the purpose of proposed removal of 2 trees at 12 Ravendene Circuit Maryknoll. The report addresses items 2 and 3 of a Request for Further Information (RFI) by Cardinia Shire Council in a letter dated 29 November 2024.

Due to the land being greater than 0.4 hectares and removal of local native trees are proposed, the application must comply with native vegetation regulations outlined in Clause 52.17 of the Cardinia Planning Scheme and the incorporated 'Guidelines for the removal, destruction or lopping of native vegetation (DELWP 2017) (referred to herein as the 'Native Vegetation Guidelines').

## 1.1 Background and Context

The subject site and the proposal tree removal is illustrated on Map 1 on the following page.

Historical aerial photography indicates that the existing dwelling has persisted for at least 7 years. The shed to the rear of the property is a more recent addition which has been constructed sometime between January and September of 2023.

Arbor Express has provided an Arboriculture Assessment of the 2 trees proposed for removal (report dated 13 October 2024).

The property is under an Environmental Significance Overlay (Schedule 1) and the land is in the Low Density Residential Zone – Schedule 1 (LDRZ1).

**Section 2** of this report outlines the results of the native vegetation assessment.

**Section 3** provides implications of the proposed tree removal in accordance with Clause 52.17 and the incorporated *Native Vegetation Guidelines*.





**Appendix 1** provides the Native Vegetation Removal Report (NVRR) from the Department of Energy, Environment, and Climate Action (DEECA).

**Appendix 2** provides a list of available native vegetation credits.

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**Map 1 - Subject Site and Proposed Tree Removal**

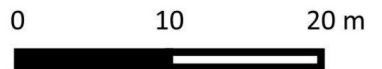
12 Raverdene Circuit Maryknoll

-  Trees Proposed for Removal
-  Tree Protection Zones (AS-3959)
-  Title Boundary
-  Parcel

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Date: 23 December 2024  
Create: [REDACTED]  
Map Program: QGIS 3.34

Scale (A3)  
1:500



## 2 Native Vegetation Assessment

No site inspection has been undertaken to inform this report, however, the author is satisfied that the information and photos in the arborist report is sufficient to determine the type and extent of native vegetation removal.

GIS software (QGIS 3.34) and geo-referenced aerial photography was used to accurately plot tree locations as indicated in Map 1.

### 2.1 Assessment Criteria

Native vegetation is assessed in accordance with the *Native Vegetation Guidelines* (DELWP 2017), which defines native vegetation in two categories:

#### Native vegetation patch

A patch of native vegetation is either:

- an area of vegetation where at least 25 per cent of the total perennial understory plant cover is native
- any area with three or more native canopy trees where the drip line of each tree touches the drip line of at least one other tree, forming a continuous canopy, or
- any mapped wetland included in the current wetlands map, available in DELWP systems and tools.

#### Scattered tree

A scattered tree is a native canopy tree that does not form part of a Native Vegetation Patch.

Note: A canopy tree is a mature tree that is greater than three metres in height and is normally found in the upper layer of a vegetation type.

Vegetation that is neither a native vegetation patch nor a scattered tree is not applicable to the *Native Vegetation Guidelines* e.g. introduced pasture, planted woodlots and cultivated gardens.

#### Ecological Vegetation Classes

An Ecological Vegetation Class (EVC) is a native vegetation type classified based on its floristic, life form, environmental and ecological characteristics (DEPI 2013). The benchmark for an EVC describes the attributes of the vegetation type in its mature natural state, which reflects pre-settlement conditions.

Modelled pre-1750 EVCs produced by DEECA and accessible via [Nature Kit Online](#), indicate that Damp Heathy Woodland (EVC 793) once occurred on the property. Canopy species on the property are

consistent with this EVC although there is virtually no understorey present to assist with attributing the appropriate EVC.

## Site Condition Assessments

Site condition assessments are a key measure of native vegetation impact assessments and offset requirements. A site condition assessment can be attained by applying one of two methods below:

- The modelled site condition score using the NVIM online tool (not applied in this application)
- A Habitat Hectare assessment undertaken by an accredited Native Vegetation Assessor

Given that native vegetation is limited to 2 scattered trees, application of the modelled condition score has been applied in this instance.

## Large Tree Benchmark

The Large Tree benchmark for Damp Heathy Woodland is 60cm when measured at breast height (1.3m above the ground).

Impact to large trees is a key consideration of the *Native Vegetation Guidelines*. Large trees are accounted for either within a modelled site condition score or through onsite habitat hectare assessment.

## 2.2 Site Condition Assessment

Native Vegetation in the assessment area is essentially limited to canopy trees without native understorey. Photographic images indicate that the site is dominated by introduced pasture and the shrub layer is absent.

### Scattered Tree Assessment

No areas met the criteria of a native vegetation patch and therefore canopy species are assessed as 'scattered trees' as outlined in table 1.

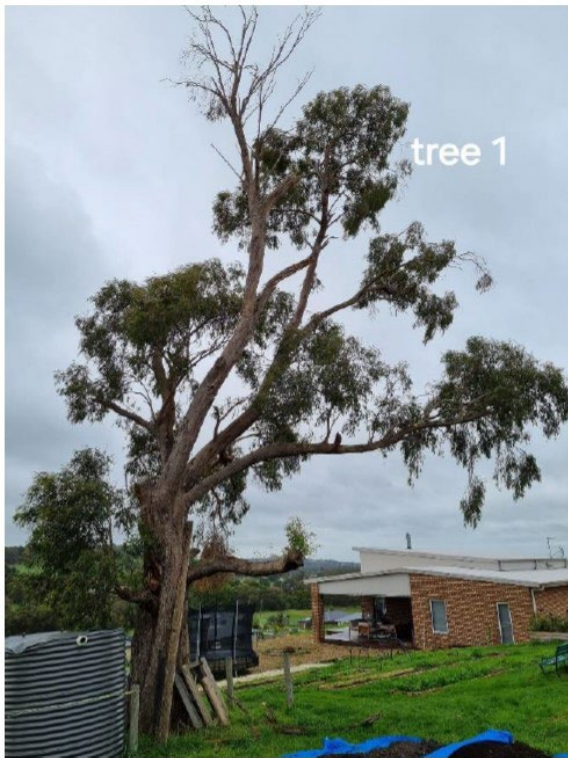
**Table 1.** Scattered trees proposed for removal

**DBH** – Diameter at Breast Height **TPZ** – Tree Protection Zone

No	Species	DBH (cm)	TPZ (m)	Spread (m)	Size Class	Category
1	Eucalyptus baxteri	97		11	Large	Scattered Tree
2	Eucalyptus baxteri	120		14	Large	Scattered Tree

**Note:** information on trunk diameter, species, canopy spread, condition and photos below have been provided by Arbor Express.

## Photos of Proposed Tree Removal (taken on 16 September 2024)



**Figure 1.** Tree 1 lies between the dwelling and the water tank (Photo: Arbor Express)



**Figure 2.** Tree 2 occurs in the vicinity of the shed (Photo: Arbor Express)

## Tree Habitat Assessment

This Section addresses item 2B of the Council RFI dated 29 November 2024.

The RFI and Schedule 1 of the Environmental Significance Overlay requires consideration of hollow bearing trees that are potentially suitable for native birds and arboreal mammals. Both trees on the site are at an age where hollow formation is common. Photographic images of the trees provided in the arborist report indicates that both trees have small hollows and fissures that may be suitable for small hollow dependant species such as Microbats and Sugar Gliders. There appears to be no evidence of larger hollows suitable for species known to occur locally e.g. Crimson Rosella, Yellow-tailed Black-Cockatoo, Australian King-Parrot and the Owlet-nightjar.

Although trees of this size are typically significant habitat features within areas of remnant forest and woodlands, the habitat values of the site trees are limited due to their isolation from other trees or areas of connecting vegetation that otherwise provide essential habitat corridors for foraging and shelter. Given the lack of habitat connectivity, most arboreal mammals are unlikely to utilise hollows within these trees. Although the trees may be used for occasional foraging and perching by a range of bird species, it is less likely to be a permanent nesting habitat given the surrounding areas of core habitat within the surrounding creek reserves and forested private lands in the vicinity of Barongarook Road and Marrakilla Road.

Figure 3 on the following page illustrates the surrounding forested landscape and the lack of connectivity to the subject site.



Figure 3. Subject Site and Surrounding Landscape

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### 3 Implications of the Native Vegetation Removal Guidelines

Clause 52.17 is the principal clause under the Cardinia Planning Scheme that regulates native vegetation protection and permitted removal. The *Guidelines for the removal, destruction or lopping of native vegetation* (DELWP 2017) (referred to as the *Native Vegetation Guidelines*) is the primary reference document under this clause. Native Vegetation is regulated under all Victorian Planning Schemes and is defined in Clause 72 as:

‘Plants that are indigenous to Victoria, including trees shrubs, herbs and grasses’.

Clause 52.17 regulates clearing of native vegetation by achieving no net loss to Victoria’s biodiversity. This is achieved through the following approaches:

- Avoid the removal, destruction or lopping of native vegetation.
- Minimise impacts from the removal, destruction or lopping of native vegetation that cannot be avoided.
- Provide an offset to compensate for the biodiversity impact if a permit is granted to remove, destroy or lop native vegetation.
- To manage the removal, destruction or lopping of native vegetation to minimise land and water degradation.

#### 3.1 Native Vegetation Impact

Impact to native vegetation is limited to 2 Large ‘scattered trees’ based on each tree exceeding the 70cm diameter benchmark.

#### Past Native Vegetation Removal

The Native Vegetation Guidelines considers past removal for development applications where:

- native vegetation was removed in the five year period before the permit application is lodged
- this includes approved native vegetation removal on the same property or on contiguous land in the same ownership as the applicant or,
- native vegetation removal without the required approvals.

There appears to be no records of native vegetation removal in the last 5 years within the subject site. Review of aerial photography courtesy of MetroMap indicates no other trees have persisted on the land since April 2019 and therefore it is safe to assume that no native vegetation was removed in the last 5 years given the highly modified conditions at ground level.

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## Application Category

The assessment category of an application is determined by its extent and location in accordance with table 2.

The location category is a biodiversity mapping unit that has been determined across Victoria and is represented in three categories:

**Location 3** – includes locations where the removal of less than 0.5 hectares of native vegetation could have a significant impact on habitat for a rare or threatened species.

**Location 2** – includes locations that are mapped as endangered EVCs and/or sensitive wetlands and coastal areas are not included in Location 3

**Location 1** – includes all remaining locations in Victoria.

**Table 2.** Determining the assessment Category

Extent of Native Vegetation	Location Category		
	Location 1	Location 2	Location 3
Less than 0.5 hectares and not including any large trees	Basic	Intermediate	Detailed
Less than 0.5 hectares include one or more large trees	<u>Intermediate</u>	Intermediate	Detailed
0.5 hectares or more	Detailed	Detailed	Detailed

**Source:** Table 3, *Guidelines for the removal, destruction or lopping of native vegetation* (DEPI 2017)

The impact area is within Location 1 and with an impact area of less than 0.5 hectares and 2 large trees proposed for removal, the application follows the 'intermediate' assessment pathway.

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## 3.2 Biodiversity Impact and Offset Requirements

The proposed impact is due to safety concerns which has been verified by the consulting arborist. Hazardous trees may be considered exempt from offset requirements if it meets the criteria of a 'hazardous tree permit' which is sometimes facilitated by Council Authorities.

In the event that Council deems an offset to be appropriate, the following requirements apply :

<b>Extent of removal</b>	0.099 hectares <sup>1</sup>
<b>Offset Amount</b>	0.018 general habitat units
<b>Vicinity</b>	Port Phillip and Western Port Region or Cardinia Shire Council Area
<b>Minimum SBV Score</b>	0.19
<b>Large Trees</b>	2

The above offset requirements were verified though uploading spatial data into the DEECA Native Vegetation Removal Tool online <https://mapshare.vic.gov.au/nvr/removal>. This system generates a Native Vegetation Removal (NVR) Report which is provided in Appendix 1.

### Offset Strategy

A native vegetation offset works on the principle of providing an ecological gain equivalent to the value of native vegetation loss. There are two ways in which an offset can be secured:

- Through legal protection of areas of native vegetation, including conservation management actions and forfeit of rights to the use the land for personal gain (e.g. grazing and firewood collection) or,
- Purchase of a third-party native vegetation offset. This is typically purchased through an accredited broker trading under the State's Native Vegetation Credit Register

Given the small offset required and no suitable areas available on the subject site, a third party offset is recommended and several credits are available as shown in Appendix 2.

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<sup>1</sup> The loss of native vegetation in hectares includes the following:

- A default area calculation of 0.071 hectares for a large tree (effectively a 15 metre radius)
- Where there are overlaps of tree canopies, the area is dissolved

### 3.3 Avoid and Minimise Statement

This Section addresses item 2A of the Council RFI dated 29 November 2024.

An avoid and minimise statement is provided below to demonstrate how the application has reduced impacts on biodiversity and other values of native vegetation.

#### Strategic Level Planning<sup>2</sup>

Strategic Level Planning was considered in this assessment with references to:

- VicPlan Online [Vicplan \(mapshare.vic.gov.au\)](http://mapshare.vic.gov.au) which maintains records on planning scheme amendments or changes to zones or overlays (dating back to July 2017)
- Native Vegetation Precinct Plans relevant to the municipality (Schedules to clause 52.16)
- Sites under the Melbourne Strategic Assessment Levy Area

Based on these sources, no information is available that pertains to Strategic Level Planning initiatives that have affected the subject site.

#### Site Level Planning<sup>3</sup>

In response to items 2Ai-ii of the RFI, there is no opportunity to avoid or minimise the removal of the 2 trees without undermining the purpose of this proposal.

Considerations under Site Level Planning include:

- The proposed removal of 2 large trees is for safety purposes. The shed, dwelling and other outbuildings are within the 'fall zone' of these trees
- The landholder has engaged a suitably qualified arborist to inspect the condition of the trees. The arborist has advised that these trees are not suitable for retention given the residential setting based on the following observations:

**Tree 1.** A large dead limb is present and a large wound occurs on a limb in the upper canopy. The stem of the tree has decay present and shows the presence of insect/borer damage. The tree has poor form and appears to be declining in health. Removal of the tree is recommended due to the possibility of limb failures impacting people or property in the surrounding area.

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<sup>2</sup> Strategic level planning is any regional or landscape scale planning process that the site has been subject to that avoided and minimised impacts on native vegetation across a region or landscape

<sup>3</sup> Site level planning refers to how the proposed use or development has been sited or designed to avoid and minimise impacts on native vegetation

**Tree 2.** A large dead limb is host to 4 mistletoe infestations which often a sign of a tree under stress and in decline. The landowner has also advised that the tree has a history of limb failures. Removal is recommended due to the possibility of further limb failures impacting people or buildings.

According to the Arborist, both trees have a high risk rating according to the Tree Risk Assessment Qualification (TRAQ).

In response to items 2Aiii of the RFI (i.e. appropriately replace and/ or compensate the loss of vegetation), no suitable areas are available on the subject site to offset<sup>4</sup> the vegetation loss given the residential setting and therefore, a third-party offset is considered to be the appropriate means to compensate the loss of vegetation. In the event that Council deems that a third-party offset is not appropriate due to valid safety concerns, replacement planting of similar indigenous canopy species on a 2:1 ratio may be considered an appropriate compensation.

In response to items 2C of the RFI (i.e. management recommendations to improve tree health and longevity), there appears to be no opportunity to avoid or minimise the removal of the 2 trees without undermining the purpose of this proposal, unless the arborist is prepared to consider remedial pruning. However, it appears that complete removal is necessary for at least one tree (Tree 1) given the evident trunk decay.

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<sup>4</sup> In this context, 'offset' is in the context of the Native Vegetation Guidelines, rather than offsetting through replacement planting.

## 4 Conclusion

Removal of 2 large trees is on the basis of safety concern and this concern is supported by a Tree Risk Assessment using the TRAQ assessment method.

In the event that Council deems an offset to be appropriate, the following requirements apply:

<b>Extent of removal</b>	0.099 hectares
<b>Offset Amount</b>	0.018 general habitat units
<b>Vicinity</b>	Port Phillip and Western Port Region or Cardinia Shire Council Area
<b>Minimum SBV Score</b>	0.19
<b>Large Trees</b>	2

A search for general habitat units through DEECA revealed several third party offset sites that are available for purchase. A list of these sites is included in Appendix 2.

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## 5 References

DELWP (2017) Guidelines for the removal, destruction or lopping of native vegetation (the Department of Environment, Land, Water and Planning, December 2017)

DELWP (2017b) Assessors Handbook – Applications to remove, destroy or lop native vegetation (the Department of Environment, Land, Water and Planning, December 2017)

DELWP (2017c) Nature Kit Online. the Department of Environment, Land, Water and Planning, December 2017. <http://maps.biodiversity.vic.gov.au/viewer/?viewer=NatureKit>

DELWP (2017d) Native Vegetation Gain Scoring Manual the Department of Environment, Land, Water and Planning, December 2017)

DEPI (2014b) Ecological Vegetation Class (EVC) Benchmarks for each Bioregion. Department of Environment and Primary Industries, Government of Victoria. Accessed via: <http://www.dse.vic.gov.au/conservation-and-environment/native-vegetation-groups-for-victoria/ecological-vegetation-class-evc-benchmarks-by-bioregion>

DSE (2009) Vegetation Quality Assessment Manual–Guidelines for applying the habitat hectares scoring method. Version 1.3. Victorian Government Department of Sustainability and Environment, Melbourne.

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## Appendix 1. DEECA Native Vegetation Removal Report

The Native Vegetation Removal Report (NVRR) on the overleaf was generated using spatial data into the DEECA NVR Map to determine impact and offset requirements in accordance with the Guidelines for the removal, destruction or lopping of native vegetation (DELWP 2017).

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# Native Vegetation Removal Report

NVRR ID: 311\_20241223\_26Y

This report provides information to support an application to remove, destroy or lop native vegetation in accordance with the [Guidelines for the removal, destruction or lopping of native vegetation](#) (the Guidelines). This report is **not an assessment by DEECA** of the proposed native vegetation removal. Offset requirements have been calculated using modelled condition scores.

## Report details

**Date created:** 23/12/2024

**Local Government Area:** CARDINIA SHIRE

**Registered Aboriginal Party:** Bunurong

**Coordinates:** 145.59680, -38.04035

**Address:** 12 RAVENDENE COURT MARYKNOLL 3812

## Summary of native vegetation to be removed

Assessment pathway	Intermediate Assessment Pathway		
<b>Location category</b>	Location 1 The native vegetation extent map indicates that this area is not typically characterised as supporting native vegetation. It does not meet the criteria to be classified as Location Category 2 or 3. The removal of less than 0.5 hectares of native vegetation in this area will not require a Species Offset.		
<b>Total extent including past and proposed removal (ha)</b> <i>Includes endangered EVCs (ha): 0</i>	<b>0.099</b>	<i>Extent of past removal (ha)</i>	<i>0</i>
		<i>Extent of proposed removal - Patches (ha)</i>	<i>0.000</i>
		<i>Extent of proposed removal - Scattered Trees (ha)</i>	<i>0.099</i>
<b>No. Large Trees proposed to be removed</b>	<b>2</b>	<i>No. Large Patch Trees</i>	<i>0</i>
		<i>No. Large Scattered Trees</i>	<i>2</i>
<b>No. Small Scattered Trees</b>	<b>0</b>		

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# Report of available native vegetation credits

This report lists native vegetation credits available to purchase through the Native Vegetation Credit Register.

This report is **not evidence** that an offset has been secured. An offset is only secured when the units have been purchased and allocated to a permit or other approval and an allocated credit extract is provided by the Native Vegetation Credit Register.

Date and time: 23/12/2024 09:36

Report ID: 27861

## What was searched for?

### General offset

General habitat units	Strategic biodiversity value	Large trees	Vicinity (Catchment Management Authority or Municipal district)	
0.018	0.19	2	CMA	Melbourne Water
			or LGA	Cardinia Shire

## Details of available native vegetation credits on 23 December 2024 09:36

### These sites meet your requirements for general offsets.

Credit Site ID	GHU	LT	CMA	LGA	Land owner	Trader	Fixed price	Broker(s)
BBA-0277	1.272	439	Melbourne Water	Mornington Peninsula Shire	No	Yes	No	Abezco, Ethos, VegLink
BBA-0670	13.726	72	Melbourne Water	Cardinia Shire	No	Yes	No	Abezco, VegLink
BBA-0677	5.436	1411	Melbourne Water	Whittlesea City	No	Yes	No	Abezco, VegLink
BBA-0678	41.186	2560	Melbourne Water	Nillumbik Shire	No	Yes	No	Abezco, VegLink
BBA-0678_02	0.562	58	Melbourne Water	Nillumbik Shire	No	Yes	No	Abezco, VegLink
BBA-0931	0.020	2	Melbourne Water	Moorabool Shire	Yes	Yes	No	Bio Offsets
BBA-2870	2.544	431	Melbourne Water	Yarra Ranges Shire	Yes	Yes	No	VegLink
BBA-2871	14.124	1632	Melbourne Water	Yarra Ranges Shire	Yes	Yes	No	VegLink
TFN-C1664	0.026	17	Melbourne Water	Yarra Ranges Shire	Yes	Yes	Yes	Yarra Ranges SC
VC_CFL-0838_01	0.184	648	Melbourne Water	Yarra Ranges Shire	Yes	Yes	No	VegLink
VC_CFL-3016_01	0.030	19	Melbourne Water	Yarra Ranges Shire	Yes	Yes	No	VegLink
VC_CFL-3687_01	0.278	61	Melbourne Water	Baw Baw Shire	Yes	Yes	No	Baw Baw SC
VC_CFL-3708_01	0.192	487	Melbourne Water	Yarra Ranges Shire	Yes	Yes	No	VegLink

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VC_CFL-3709_01	0.121	336	Melbourne Water	Yarra Ranges Shire	Yes	Yes	No	VegLink
VC_CFL-3710_01	6.238	322	Melbourne Water	Yarra Ranges Shire	Yes	Yes	No	VegLink
VC_CFL-3740_01	0.021	42	Melbourne Water	Cardinia Shire, Yarra Ranges Shire	Yes	Yes	No	Bio Offsets
VC_CFL-3740_01	0.063	15	Melbourne Water	Yarra Ranges Shire	Yes	Yes	No	Bio Offsets
VC_CFL-3744_01	1.164	349	Melbourne Water	Macedon Ranges Shire	Yes	Yes	No	VegLink
VC_CFL-3762_01	0.046	76	Melbourne Water	Moorabool Shire	Yes	Yes	No	VegLink
VC_CFL-3805_01	3.289	802	Melbourne Water	Yarra Ranges Shire	Yes	Yes	No	VegLink

### These sites meet your requirements using alternative arrangements for general offsets.

Credit Site ID	GHU	LT	CMA	LGA	Land owner	Trader	Fixed price	Broker(s)
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There are no sites listed in the Native Vegetation Credit Register that meet your offset requirements when applying the alternative arrangements as listed in section 11.2 of the Guidelines for the removal, destruction or lopping of native vegetation.

### These potential sites are not yet available, land owners may finalise them once a buyer is confirmed.

Credit Site ID	GHU	LT	CMA	LGA	Land owner	Trader	Fixed price	Broker(s)
VC_CFL-3746_01	4.962	563	Melbourne Water	Macedon Ranges Shire	Yes	Yes	No	VegLink
VC_CFL-3792_01	14.025	1235	Melbourne Water	Macedon Ranges Shire	Yes	Yes	No	VegLink

LT - Large Trees

CMA - Catchment Management Authority

LGA - Municipal District or Local Government Authority

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## Next steps

### If applying for approval to remove native vegetation

Attach this report to an application to remove native vegetation as evidence that your offset requirement is currently available.

### If you have approval to remove native vegetation

Below are the contact details for all brokers. Contact the broker(s) listed for the credit site(s) that meet your offset requirements. These are shown in the above tables. If more than one broker or site is listed, you should get more than one quote before deciding which offset to secure.

## Broker contact details

Broker Abbreviation	Broker Name	Phone	Email	Website
	Fully traded			
Abezco	Abzeco Pty. Ltd.	(03) 9431 5444	offsets@abzeco.com.au	www.abzeco.com.au
Baw Baw SC	Baw Baw Shire Council	(03) 5624 2411	bawbaw@bawbawshire.vic.gov.au	www.bawbawshire.vic.gov.au
Bio Offsets	Biodiversity Offsets Victoria	0452 161 013	info@offsetsvictoria.com.au	www.offsetsvictoria.com.au
Contact NVOR	Native Vegetation Offset Register	136 186	nativevegetation.offsetregister@deeca.vic.gov.au	www.environment.vic.gov.au/native-vegetation
Ecocentric	Ecocentric Environmental Consulting	0410 564 139	ecocentric@me.com	Not available
Ethos	Ethos NRM Pty Ltd	(03) 5153 0037	offsets@ethosnrm.com.au	www.ethosnrm.com.au
Nillumbik SC	Nillumbik Shire Council	(03) 9433 3316	offsets@nillumbik.vic.gov.au	www.nillumbik.vic.gov.au
TFN	Trust for Nature	8631 5888	offsets@tfn.org.au	www.trustfornature.org.au
VegLink	Vegetation Link Pty Ltd	(03) 8578 4250 or 1300 834 546	offsets@vegetationlink.com.au	www.vegetationlink.com.au
Yarra Ranges SC	Yarra Ranges Shire Council	1300 368 333	biodiversityoffsets@yarraranges.vic.gov.au	www.yarraranges.vic.gov.au

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For more information contact the DEECA Customer Service Centre 136 186 or the Native Vegetation Credit Register at [nativevegetation.offsetregister@delwp.vic.gov.au](mailto:nativevegetation.offsetregister@delwp.vic.gov.au)

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This publication may be of assistance to you but the State of Victoria and its employees do not guarantee that the publication is without flaw of any kind or is wholly appropriate for your particular purposes and therefore disclaims all liability for any error, loss or other consequence which may arise from you relying on any information in this publication.

Obtaining this publication does not guarantee that the credits shown will be available in the Native Vegetation Credit Register either now or at a later time when a purchase of native vegetation credits is planned.

Notwithstanding anything else contained in this publication, you must ensure that you comply with all relevant laws, legislation, awards or orders and that you obtain and comply with all permits, approvals and the like that affect, are applicable or are necessary to undertake any action to remove, lop or destroy or otherwise deal with any native vegetation or that apply to matters within the scope of Clauses 52.16 or 52.17 of the Victoria Planning Provisions and Victorian planning schemes

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## Offset requirements if approval is granted

Any approval granted will include a condition to secure an offset, before the removal of native vegetation, that meets the following requirements:

General Offset amount <sup>1</sup>	0.018 General Habitat Units
Minimum strategic biodiversity value score <sup>2</sup>	0.19
Large Trees	2
Vicinity	Melbourne Water CMA or CARDINIA SHIRE LGA

NB: values within tables in this document may not add to the totals shown above due to rounding

The availability of third-party offset credits can be checked using the Native Vegetation Credit Register (NVCR) Search Tool - <https://nvcr.delwp.vic.gov.au>

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1. The General Offset amount required is the sum of all General Habitat Units in Appendix 1.

2. Minimum strategic biodiversity value score is 80 per cent of the weighted average score across habitat zones where a General Offset is required.



## Application requirements

Applications to remove, destroy or lop native vegetation must include all the below information. If an appropriate response has not been provided the application is not complete.

### Application Requirement 1 - Native vegetation removal information

If the native vegetation removal is mapped correctly, the information presented in this Native Vegetation Removal Report addresses Application Requirement 1.

### Application Requirement 2 - Topographical and land information

This statement describes the topographical and land features in the vicinity of the proposed works, including the location and extent of any ridges, hilltops, wetlands and waterways, slopes of more than 20% gradient, low-lying areas, saline discharge areas or areas of erosion.

### Application Requirement 3 - Photographs of the native vegetation to be removed

Application Requirement 3 is not addressed in this Native Vegetation Removal Report. All applications must include recent, timestamped photos of each Patch, Large Patch Tree and Scattered Tree which has been mapped in this report.

### Application Requirement 4 - Past removal

If past removal has been considered correctly, the information presented in this Native Vegetation Removal Report addresses Application Requirement 4.

### Application Requirement 5 - Avoid and minimise statement

This statement describes what has been done to avoid and minimise impacts on native vegetation and associated biodiversity values.

### Application Requirement 6 - Property Vegetation Plan


This requirement only applies if an approved Property Vegetation Plan (PVP) applies to the property  
Does a PVP apply to the proposal?

### Application Requirement 7 - Defendable space statement

Where the removal of native vegetation is to create defendable space, this statement:

- Describes the bushfire threat; and

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- 
- Describes how other bushfire risk mitigation measures were considered to reduce the amount of native vegetation proposed for removal (this can also be part of the avoid and minimise statement).

This statement is not required if, If the proposed defensible space is within the Bushfire Management Overlay (BMO), and in accordance with the 'Exemption to create defensible space for a dwelling under Clause 44.06 of local planning schemes' in Clause 52.12-5.

### **Application Requirement 8 - Native Vegetation Precinct Plan**

This requirement is only applicable if you are removing native vegetation from within an area covered by Native Vegetation Precinct Plan (NVPP), and the proposed removal is not identified as 'to be removed' within the NVPP.

Does an NVPP apply to the proposal?

### **Application Requirement 9 - Offset statement**

This statement demonstrates that an offset is available and describes how the required offset will be secured. The Applicant's Guide provides information relating to this requirement.

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## Next steps

Applications to remove, destroy or lop native vegetation must address all the application requirements specified in the Guidelines. If you wish to remove the mapped native vegetation you are required to apply for approval from the responsible authority (e.g. local Council). This Native vegetation removal report must be submitted with your application and meets most of the application requirements. The following requirements need to be addressed, as applicable.

### **Application Requirement 3 - Photographs of the native vegetation to be removed**

Recent, dated photographs of the native vegetation to be removed **must be provided** with the application. All photographs must be clear, show whether the vegetation is a Patch of native vegetation, Patch Tree or Scattered Tree, and identify any Large Trees. If the area of native vegetation to be removed is large, provide photos that are indicative of the native vegetation.

Ensure photographs are attached to the application. If appropriate photographs have not been provided the application is not complete.

### **Application Requirement 6 - Property Vegetation Plan**

If a PVP is applicable, it must be provided with the application.

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## Appendix 1: Description of native vegetation to be removed

General Habitat Units for each zone (Patch, Scattered Tree or Patch Tree) are calculated by the following equation in accordance with the Guidelines

**General Habitat Units = extent without overlap x condition score x general landscape factor x 1.5, where the general landscape factor = 0.5 + (strategic biodiversity value score/2)**

The General Offset amount required is the sum of all General Habitat Units per zone.

### Native vegetation to be removed

Information provided by or on behalf of the applicant			Information calculated by NVR Map							
Zone	Type	DBH (cm)	EVC code (modelled)	Bioregional conservation status	Large Tree(s)	Condition score (modelled)	Polygon extent (ha)	Extent without overlap (ha)	SBV score	General Habitat Units
A	Scattered Tree	120	HSF_0793	Depleted	1	0.200	0.070	0.049	0.276	0.009
B	Scattered Tree	97	HSF_0793	Depleted	1	0.200	0.070	0.049	0.200	0.009



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# Appendix 2: Images of mapped native vegetation

## 1. Property in context



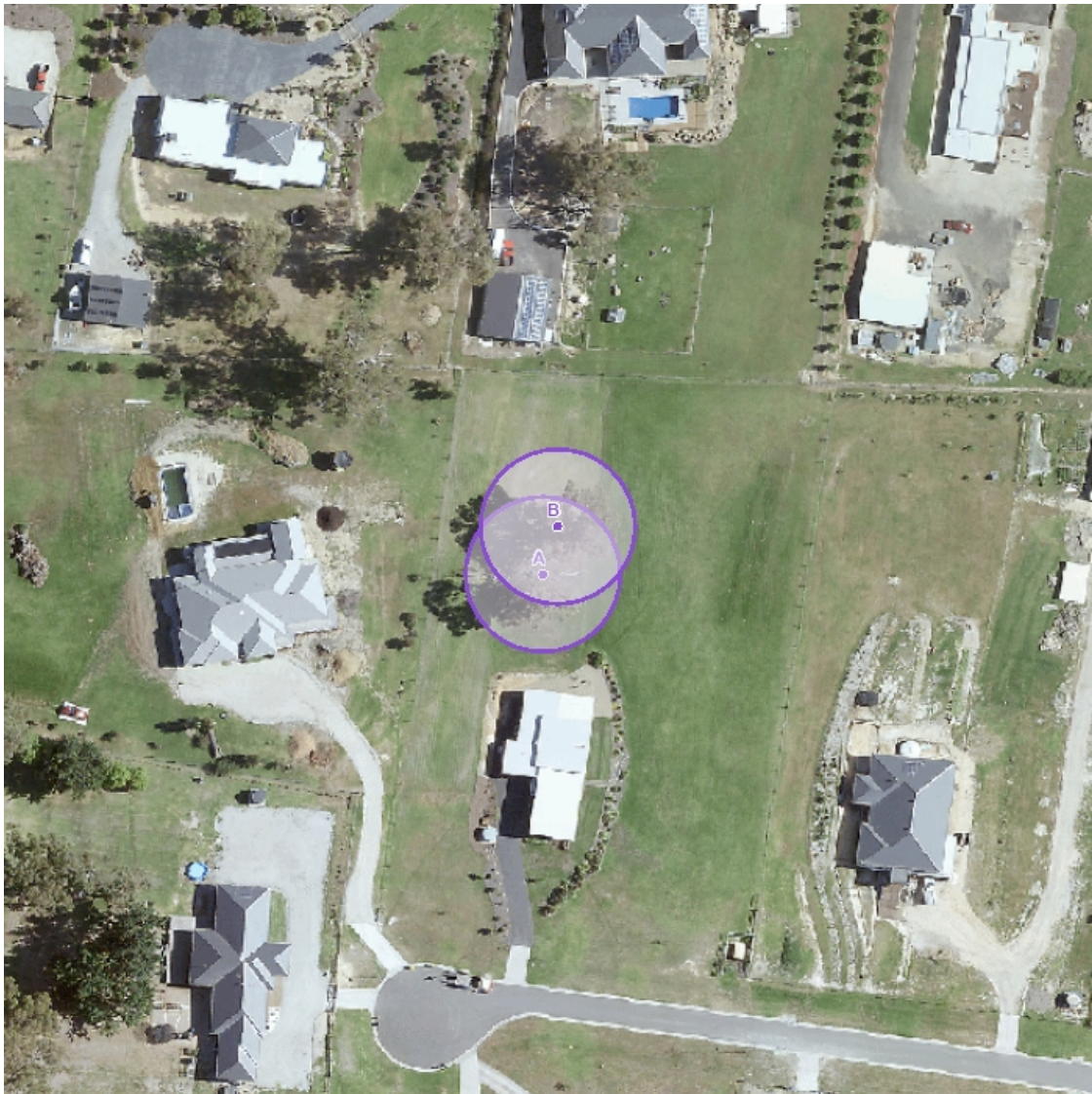
-  Proposed Removal
-  Property Boundaries



200 m

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## 2. Aerial photograph showing mapped native vegetation



□ Proposed Removal



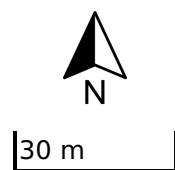
30 m

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### 3. Location Risk Map



- Proposed Removal
- Location 1
- Location 2
- Location 3

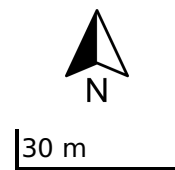


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#### 4. Strategic Biodiversity Value Score Map

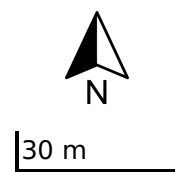
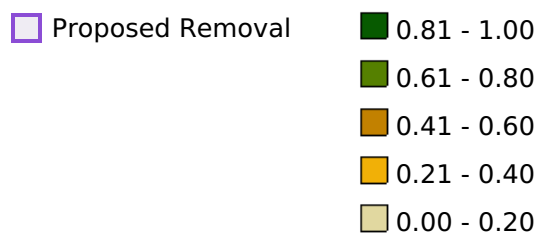
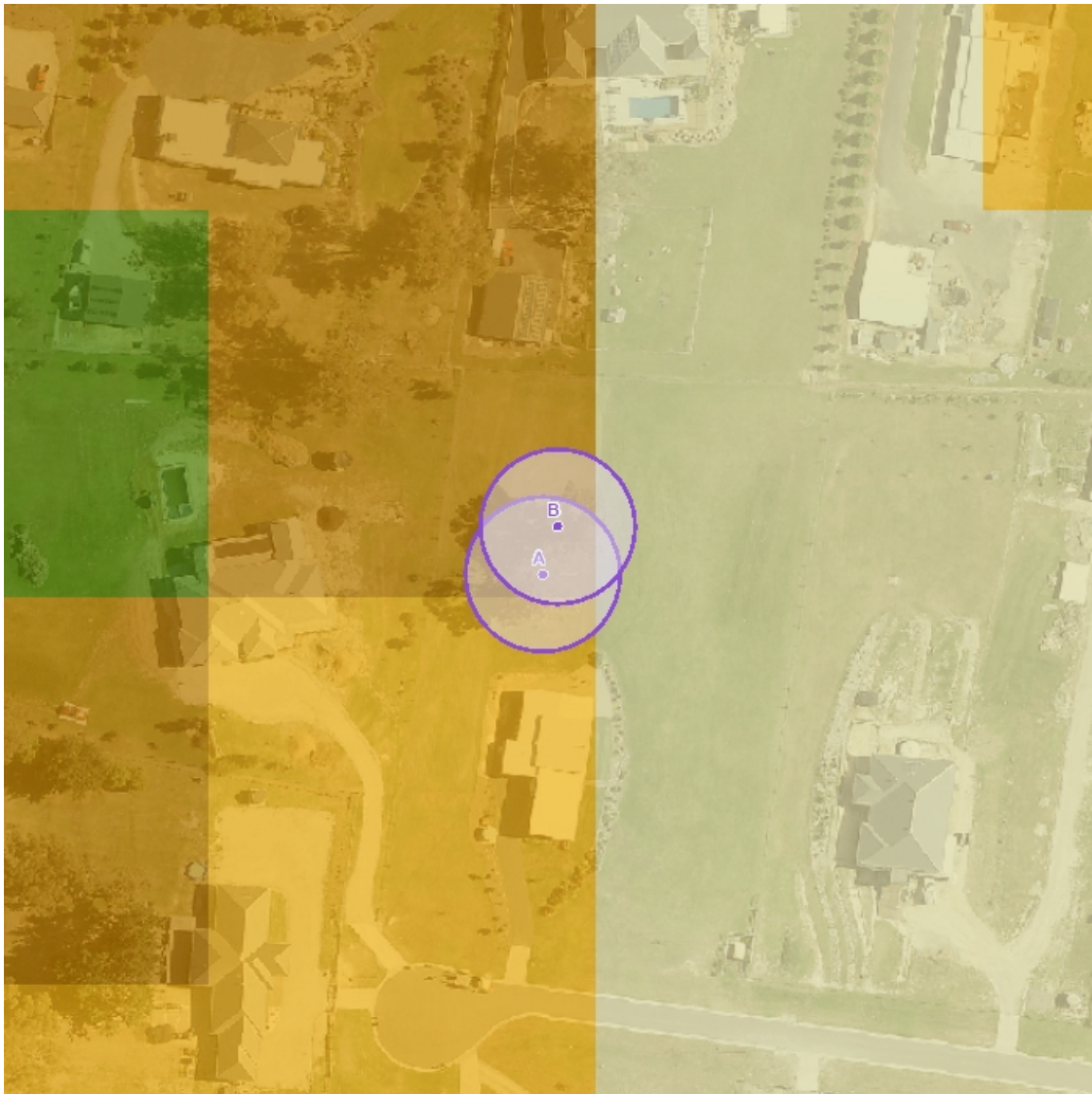


- Proposed Removal
- 0.81 - 1.00
- 0.61 - 0.80
- 0.41 - 0.60
- 0.21 - 0.40
- 0.00 - 0.20



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## 5. Condition Score Map



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## 6. Endangered EVCs

Not Applicable

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## Appendix 2. Available Native Vegetation Credits

The report on the overleaf lists native vegetation credits available to purchase through the Native Vegetation Credit Register based on the minimum offset requirements for the proposed development.

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