



Application for a Planning Permit Amendment

Lodgement Date: 24 January 2025

Application Number: AMD0003/25

Lodgement Method: Online

Original Permit PLA0297/18

Number:

• Original Permit Number only relates to Amendment Applications

 All information in this form was submitted by the Applicant at the time of Lodgement.

The Land

Property Address*

28 Saleyards Road TRAFALGAR VIC 3824

Land Legal Description*
Other Related Property

V 9758 F 322 Lot 2 PS 208293P Yarragon Parish

Other Related Land

The Proposal

Category* Commercial/industrial buildings and works

Proposal*

Use and Development of industrial buildings and reduction in car

parking

Estimated Cost* \$125000.00

Application Information

Pre-Application Meeting*

Yes

Existing Land Use*

Industry and Warehouse

Encumbrances on Title*

No

Applicant and Owner Details

Applicant Details*

Surname/Company:

First Name:

Postal Address:

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Mobile Phone:		Home Phone:	Advertised
Work Phone:		Email Address:	
Agent/Contact De	tails		
Surname/Company	:		
First Name:			
Postal Address:			
Mobile Phone:		Home Phone:	
Work Phone:		Email Address:	
Owner Details*			
Surname/Company		First Name:	

Attachment Details

Letter for Amendement_PLA0297-18 (DOC-25-6359) Lv5095-Pl 28 Saleyards Road Trafalgar Pl (DOC-25-6361) Executed Contract of Sale 28 Saleyards Road Trafalgar (DOC-25-6362) 00756230600062025012401380001 (DOC-25-6363) 00756230600142025012401380001 (DOC-25-6364) 00756230600012025012401380001 (DOC-25-6365)

Applicant Declaration

I understand and declare that:

- I am the Applicant;
- all information provided within this application is true and correct; and

the property/land owner (if not myself) has been notified of the application copied and

I agree to the declaration terms*

Yes

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The personal information requested on this form is being collected to en the consider the permit application. Council will use this information for this purpose or one closely related and may disclose this by taking a copy of this document, you information to third parties for the purpose of their consideration and review of the applification in the purpose of their consideration and review of the applification in the purpose of their consideration and review of the applification in the purpose of their consideration and review of the applification in the purpose of their consideration and review of the application in the purpose of their consideration and review of the application in t These third parties generally include, but are not limited to: Transport Infrastructure Agencies such as VicRoads and VLine



The specific referral bodies will be dependent on factors such as the proposed activities and the location of the applicable property. Applicants are encouraged to familiarise themselves with potential referral bodies.

Any material submitted with this application, including plans and personal information, will be made available for public viewing, including electronically, and copies may be made for interested parties for the purpose of enabling consideration and review of the application as part of a planning process specified in the Planning and Environment Act 1987.

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

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

Page 1 of 1

VOLUME 09758 FOLIO 322

Security no : 124121473060T Produced 24/01/2025 12:38 PM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 208293P. PARENT TITLE Volume 09702 Folio 877 Created by instrument LP208293P 15/07/1987

REGISTERED PROPRIETOR

ENCUMBRANCES, CAVEATS AND NOTICES

AGREEMENT Section 173 Planning and Environment Act 1987 AS773126K 03/12/2019

DIAGRAM LOCATION

SEE LP208293P FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER					STATUS	DATE
AY768086W	(E)	DISCHARGE	OF	MORTGAGE	Registered	10/01/2025
AY768087U	(E)	TRANSFER			Registered	10/01/2025
AY768088S	(E)	MORTGAGE			Registered	10/01/2025

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

Street Address: 28 SALEYARDS ROAD TRAFALGAR VIC 3824

ADMINISTRATIVE NOTICES

NIL

20381U COMMONWEALTH BANK OF AUSTRALIA eCT Control Effective from 10/01/2025

DOCUMENT END

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Title 9758/322



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Document Identification	LP208293P
Number of Pages	1
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Document Assembled	24/01/2025 12:38

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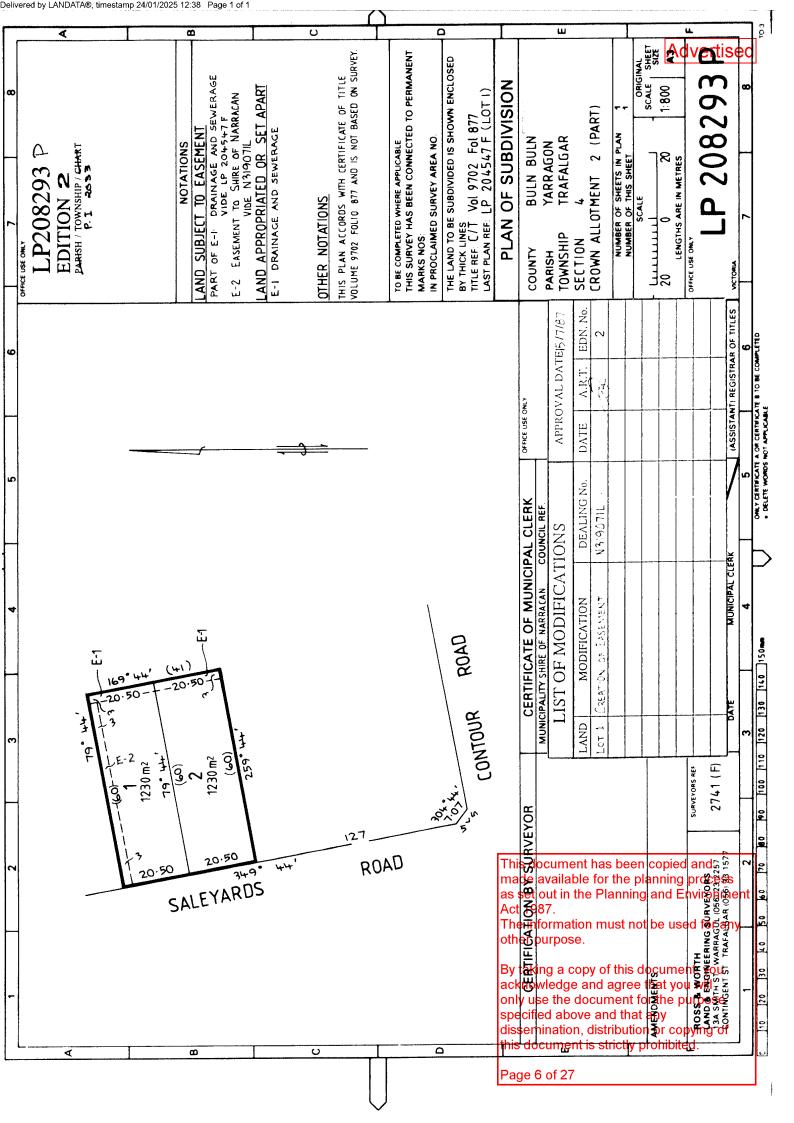
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Department of Environment, Land, Water & Planning

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Produced 24/01/2025 12:38:10 PM

Status Registered Dealing Number AS773126K

Date and Time Lodged 03/12/2019 04:42:40 PM

Lodger Details

Lodger Code

Name

Address

Lodger Box

Phone

Email

Reference

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction

VICTORIA

Privacy Collection Statement

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

Estate and/or Interest

FEE SIMPLE

Land Title Reference

9758/322

Instrument and/or legislation

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

Applicant(s)

Name BAW BAW SHIRE COUNCIL

Address

Street Name CIVIC
Street Type PLACE
Locality WARRAGUL

State VIC Postcode 3820

Additional Details
Refer Image Instrument

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Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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

Execution

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

Executed on behalf of Signer Name Signer Organisation Signer Role Execution Date

Fi	le	N	ote	25

NIL

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

Statement End.

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Agreement under section 173 of the Planning and Environment Act 1987

28 Saleyards Road, Trafalgar

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Information Table

Date of Agreement: 31st day of October

Parties

Name Baw Baw Shire Council

Short form name | Council

Notice details Civic Place, Warragul, Victoria

Name

Short form name | Owner

Notice details 28 Saleyards Road, Trafalgar, Victoria

Background

- A. Council is the responsible authority pursuant to the Act for the Planning Scheme.
- B. The Subject Land is subject to the Planning Scheme.
- C. The Owner is the registered proprietor of the Subject Land.
- D. Council has granted the Planning Permit authorising the use and development of the Subject Land. This Agreement is to give effect to condition 22 of the Planning Permit.
- E. The parties enter into this Agreement to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

Agreed Terms

Defined Terms

In this Agreement:

Act means the Planning and Environment Act 1987.

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

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Caretaker means a supervisor of the use of the building, operation or plant authorised by the Planning Permit.

Caretaker's House has the same meaning as in the Planning Scheme.

Current Address for Service

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

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

Current Email Address for Service

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

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

Current Number for Service

for Council means 03 5622 3654, or any other facsimile number listed on Council's website; and

for the Owner means any facsimile number provided by the Owner to Council for the express purpose of facsimile communication regarding this Agreement.

Dwelling has the same meaning as in the Planning Scheme.

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

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

Owner means the person or persons registered or entitled from time to time to be registered and by the Registrar of Titles as proprietor or proprietors of an estate in fee is imple of the Subject process Land or any part of the Subject Land and includes any Mortgageseinepossession lanning and Environment Act 1987.

Party or parties means the Owner and Council but does not include a parties means the Owner and Council but does not include a parties means the Owner and Council but does not include a parties means the Owner and Council but does not include a parties means the Owner and Council but does not include a parties means the Owner and Council but does not include a parties means the Owner and Council but does not include a partie of the owner and Council but does not include a partie of the owner and Council but does not include a partie of the owner and Council but does not include a partie of the owner and Council but does not include a partie of the owner and council but does not include a partie of the owner and council but does not include a partie of the owner and council but does not include a partie of the owner and council but does not include a partie of the owner and council but does not include a partie of the owner and council but does not include a partie of the owner and council but does not include a partie of the owner and council but does not include a partie of the owner and th transferred or otherwise disposed of all of their interests in the Subject Land.

Planning Permit means planning permit no. PLA0297/18, as appending a copy of this document, you appending the trial you will issued on 18 April 2019, authorising the use and developme of the Swale that the purpose Caretaker's House and Industrial Building (Motor Vehicle Repairs) find a breduction in atany

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parking. A copy of the Planning Permit is available for inspection at Council offices during normal business hours upon giving Council reasonable notice.

Planning Scheme means the Baw Baw Planning Scheme.

Statement of Compliance means a statement of compliance issued by Council under the Subdivision Act 1988.

Subject Land means the land situated at 28 Saleyards Road, Trafalgar being the land described as Lot 2 on Plan of Subdivision 208293P and contained in certificate of title volume 9758 folio 322 any reference to the Subject Land in this Agreement includes a reference to any lot created by the subdivision of the Subject Land or any part of it.

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

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 The singular includes the plural and vice versa.
- A reference to a gender includes a reference to each other gender. 2.2
- 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.
- A term used in this Agreement has its ordinary meaning unless that term is defined 2.5 in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- 2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.7 The introductory clauses to this Agreement form part of this Agreement.
- The Owner's obligations take effect as separate and several covenants which are 2.8 annexed to and run at law and equity with the Subject Land.
- Any reference to a clause, page, condition, attachment of the left the reference to a clause, page, condition, attachment of the left the reference to a clause, page, condition, attachment of the reference to a clause, page, condition, attachment of the reference to a clause, page, condition, attachment of the reference to a clause, page, condition, attachment of the reference to a clause, page, condition, attachment of the reference to a clause, page, condition, attachment of the reference to a clause, page, condition, attachment of the reference to a clause, page, condition, attachment of the reference to a clause, page, condition, attachment of the reference to a clause, page, condition, attachment of the reference to a clause, page, condition, attachment of the reference to a clause, and the reference to a clause of the reference to a clause 2.9

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3. Section 173 Agreement

3.1 Purpose

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

- 3.1.1 give effect to the terms of the Planning Permit; and
- 3.1.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

3.2 Reasons for agreement

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

- 3.2.1 Council would not have approved the Planning Permit without the condition requiring this Agreement; and
- 3.2.2 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

4. Commencement

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

5. Owner's Specific Obligations

5.1 Caretaker's House

The Owner agrees that, except with the prior written consent of Council:

- 5.1.1 the dwelling on the Subject Land must only be used for a Caretaker's House for occupation by a Caretaker; and
- 5.1.2 use of the Subject Land for a Caretaker's House must be limited to the land shown within the lines delineated in red on the Endorsed Plan.

5.2 Planning Scheme

If the Planning Scheme is amended to allow the use of the Subject Land for a Dwelling, the obligations at clause 5.1 of this Agreement will no longer apply copied and provided the use of the Subject Land for a Dwelling does not require the planning process permit or in the case that a planning permit is required under ithen a Cheme in the annual Environment requisite permit has been obtained.

Act 1987.

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6. **Further Obligations of the Owner**

6.1 Notice and Registration

The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees. transferees and assigns.

6.2 **Further actions**

The Owner further covenants and agrees that:

- 6.2.1 the Owner will do all things necessary to give effect to this Agreement;
- 6.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

Council's Costs to be Paid 6.3

The Owner further covenants and agrees that the Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of an 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 Owner.

7. **Owner's Warranties**

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

8. Successors in Title

Without limiting the operation or effect that this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the

Subject Land, successors in title shall be required to:

give effect to and do all acts and sign all documents which will require those 8.1 successors to give effect to this Agreement; and

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

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9. General

9.1 **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:

- 9.1.1 personally on the other Party;
- by leaving it at the Party's Current Address for Service; 9.1.2
- by posting it by prepaid post addressed to that Party at the Party's 9.1.3 Current Address for Service;
- by facsimile to the Party's Current Number for Service; or 9.1.4
- by email to the Party's Current Email Address for Service. 9.1.5

9.2 Service of Notice

A notice or other communication is deemed served:

- 9.2.1 if delivered, on the next following business day;
- 9.2.2 if posted, on the expiration of 7 business days after the date of posting;
- 9.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day; or
- 9.2.4 if sent by email, the day on which it is sent.

9.3 No Waiver

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

9.4 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 this document has been copied and void then it must be severed and the other provisions of this Agreement will remain process operative. as set out in the Planning and Environment Act 1987.

9.5 No fettering of Responsible Authority's powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision of his document, you conditions in connection with the granting of any planning approved or certification purpose

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of any plans of subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

9.6 Governing law

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

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SIGNED, SEALED AND DELIVERED as an agreement Deed between the Parties.	under Division 2 o	f Part 9 of the Act and as a
SIGNED SEALED AND DELIVERED on behalf of)	
BAW BAW SHIRE COUNCIL by,)	
Director Planning & Development pursuant to an)	
instrument of delegation dated 12 December 2018, in the presence of:)	
Witness		
Signed Sealed and Delivered by in the presence of:		
Witness		

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Shop 6, 1/F Moore Street Moe P.O. Box 585, Moe Email admin@lvdrafting.com.au

Ph: 03 51262431 Web: lvdrafting.com.au DP-AD 20258

15th January 2025 (Amended 13th March)

Statutory planning **Baw Baw Shire Council**

RE: PLA0297/18

Use and Development of a Caretaker's House and Industrial Building (Motor Vehicle Repairs) and Reduction in Car Parking

Dear planning team

We are required to apply for an amendment to a planning permit for the above application.

The planning permit for the above project was issued on 18 April 2019, and a building permit was granted on 28 January 2021. Construction has commenced, with both buildings currently completed pending site works. The property has since been sold to a new owner prior to site works being completed.

The new owner now proposes the following changes to the approved plans:

1. Modifications to the larger front shed:

- Construction of a small internal office and amenities to support the future tenant's business operations.
- Installation of a glass sliding door on the front elevation.
- o Addition of a roller door to the front elevation.
- Relocation of the PA (personal access) doors.

2. Change of use for the residence:

The building will no longer be fitted out as a remarked will instead be repurposed as a workshop/storage shed, increasing the medical medical for any

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The proposed usage for the leasable building has not been altered – it will still be used for Motor Vehicle Repairs.

Proposed hours of operation will remain in line with what has previously been permitted by council – Monday to Saturday 8:30 am to 5:00 pm.

The original permit issued in 2019 approved a waiver of 9 car parks. With the new alteration of use (rear building to be used for storage / warehouse rather than a residence), the requirement for car parking spaces has changed. New car parking calculation as below:

3 x car parks required per 100m2 of leasable area

Leasable area: 498m2

Car parks required = 14 Car Parks

Total car parks provided on site = 6 car parks

Waiver of 8 car parks is required (one less than the original approved waiver).

A landscaping plan and details have been added to the drawing set as requested by council on 20th February 2025.

Please refer to the attached amended plan set for further details on the proposed changes.

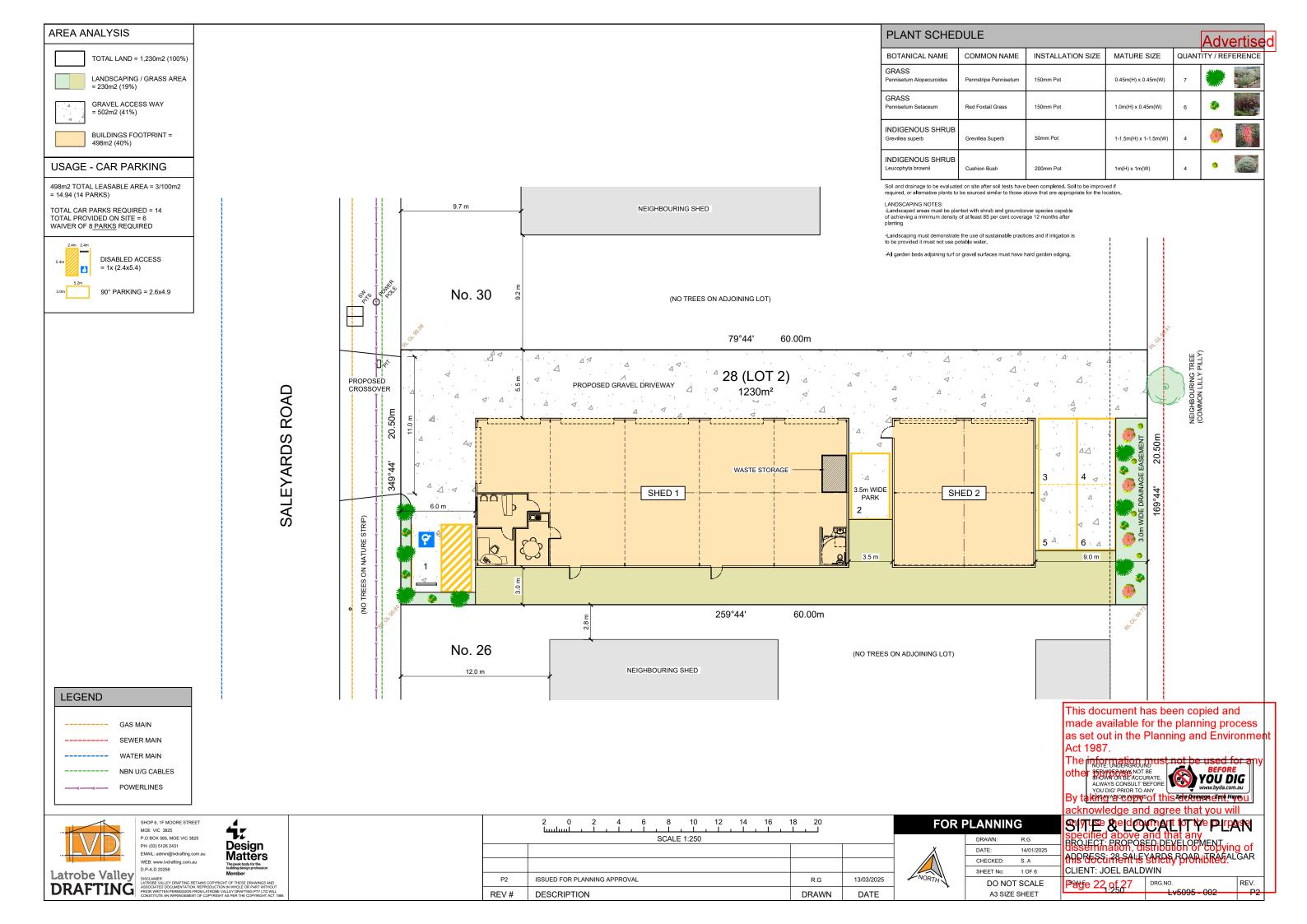
If you require any further information please don't hesitate to call or email.

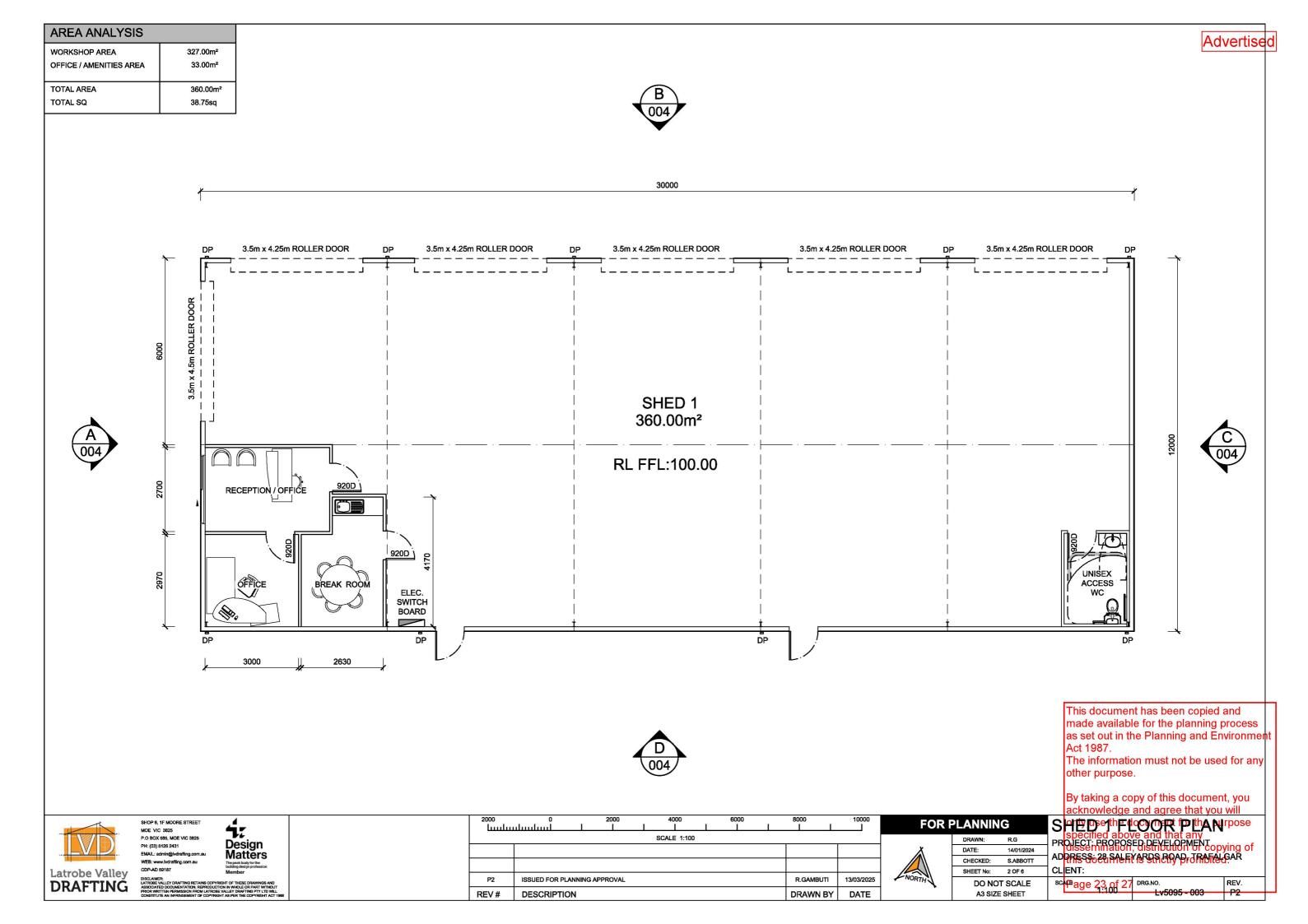
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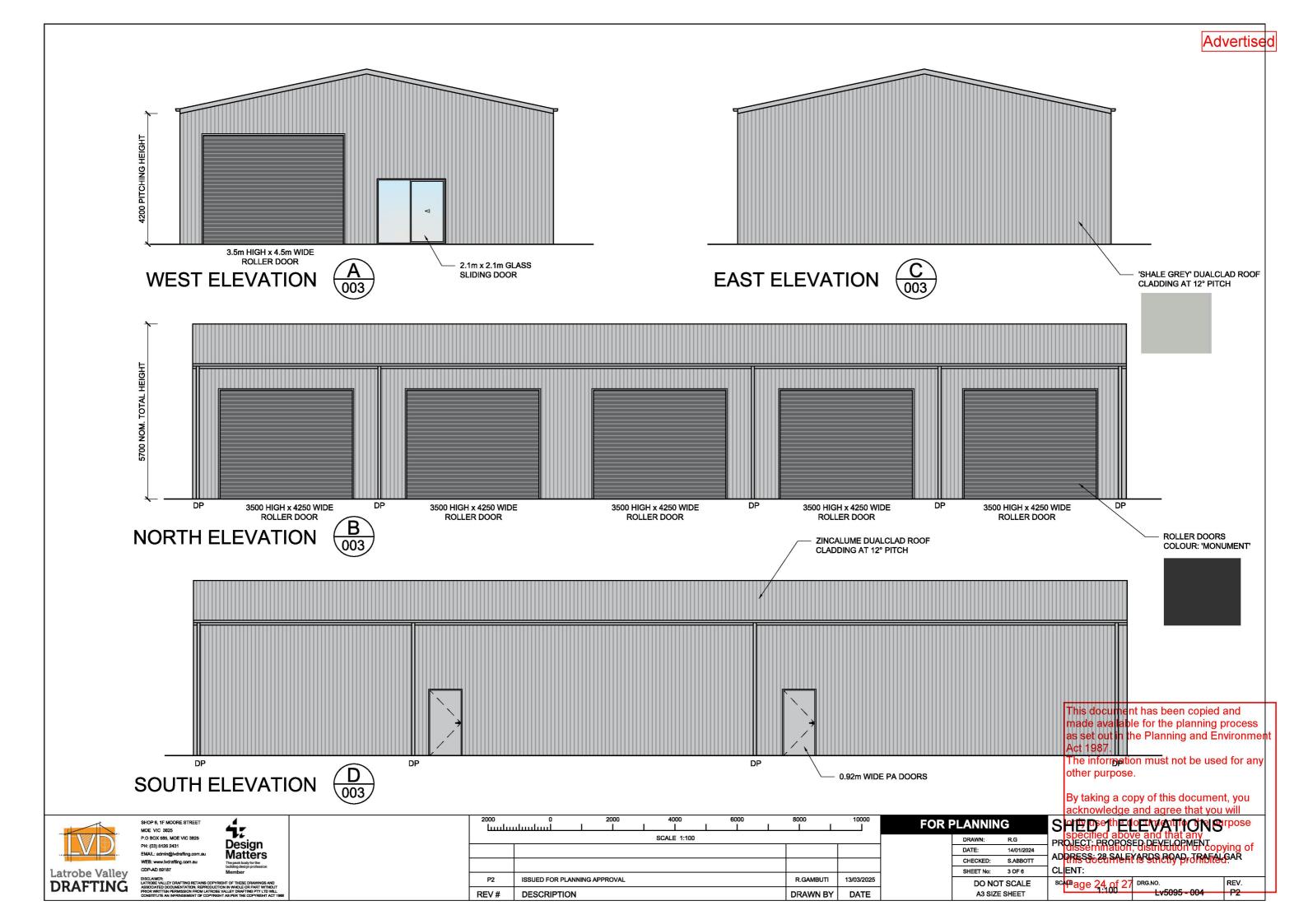
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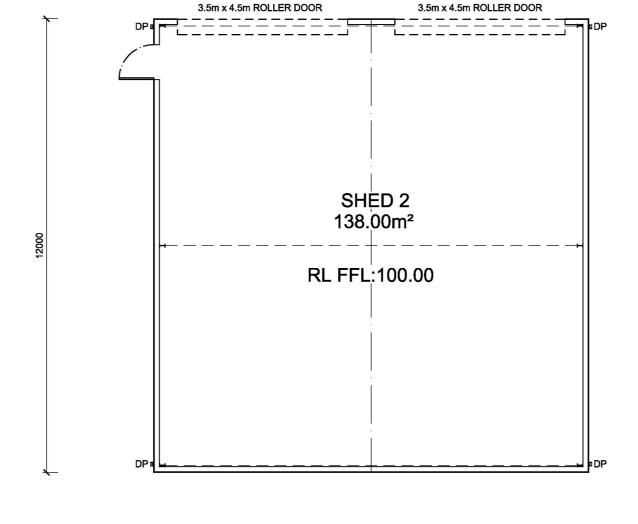




AREA ANALYSIS	
WORKSHOP AREA	138.00m²
TOTAL AREA	138.00m²
TOTAL SQ	14.85sq











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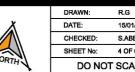
Latrobe Valley **DRAFTING**

SHOP 6, 1F MOORE STREET MOE VIC 3825 P.O BOX 585, MOE VIC 3825

PH: (03) 5126 2431

Design Matters

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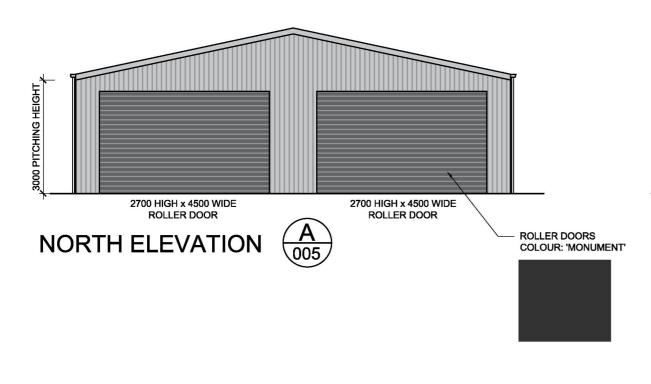
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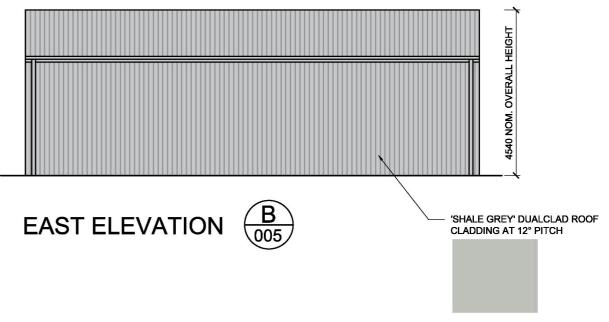
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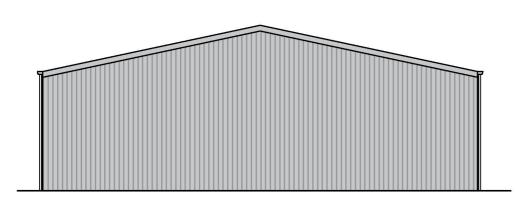
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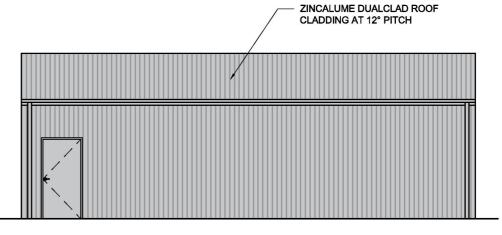








SOUTH ELEVATION $\begin{pmatrix} C \\ 005 \end{pmatrix}$



WEST ELEVATION



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MOE VIC 3825 Design PH: (03) 5126 2431 Matters

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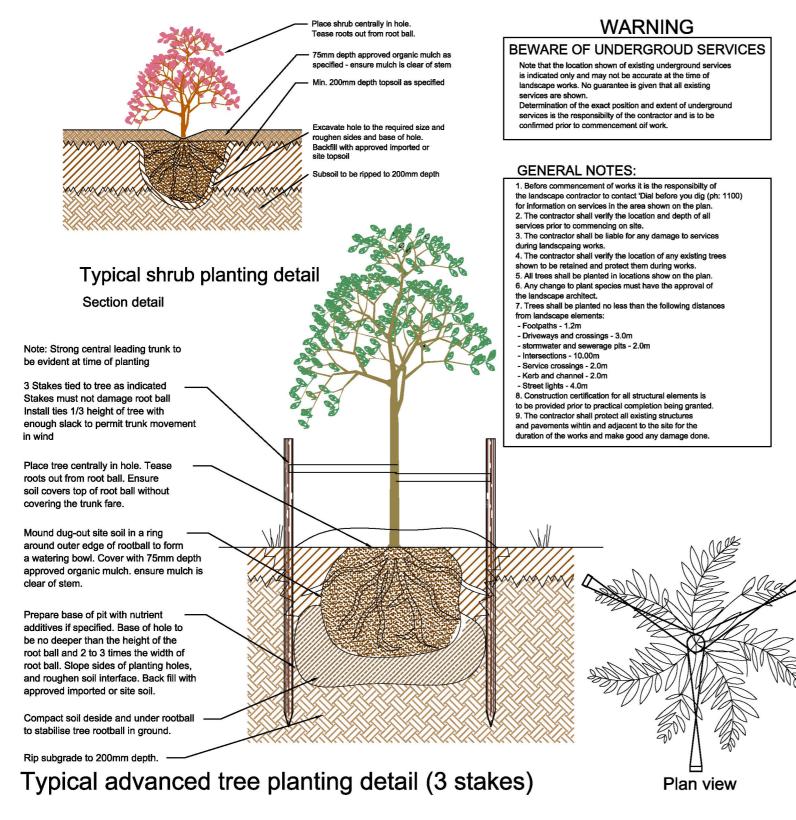
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Lv5095 - 006



LANDSCAPE SPECIFICATION

Plant material:

Plant shall have large healthy root systems, wiht no evidence of root curl, restriction or damage. Be vigorous, well established, free from disease and pests, of good form consistent with the species or variety, and are hardened off, not soil or forced, and suitable for planting in the natural climatic conditions prevailing at the site. Trees shall be multi-stemmed and have a single leading shoot.

Plant installation:

Refer to tree and shrub planting details for planting method. Plant plants in locations indicated on the plan. Where planting locations are not shown arrange planting in a grid pattern at the spacing noted in the planting schedule.

Soil improvement

Subsoil is to be tested to determine ameliorants to be added if required to promote vigorous and healthy growth of planted material.

Imported topsoil material

Supply and install imported topsoil to all garden beds. Soil is to comply with the following. Total Salts: less than 1000ppm Drainage rate: 50-100 mm/hr

Organic matter: 5-20% (preference for composted materials)

Nutrient levels

- Phosphate
- . Postassium
- . Calcium
- . Magnesium
- . C.E.C. . Sodium % C.E.C.

Bulk Density

Moisture %

Free from:

- . Perennial weeds, their roots, bulbs and rhizomes; . Extraneous materials including bricks, glass, concrete or any other material deleterious to plant growth or the installation operators;
- Rocks and stone greater than 5mm in diameter, and than 3% stone by dry weight;
- . Heavy metal contaminants as specified for EPAV (1991) clean fill requirements:
- Organic material greater than 20mm in length.
- Composted materials are preferred: Any imported topsoil samples shall be submitted for
- approval by the Superintendent 14 days prior to delivery
- Topsoil raised to the standard of the appropriate type by the use of additives may be used subject to compliance with the relevant test criteria;

Mulch material

Mulch shall be applied to all garden beds and around all planted trees within scope of works. Use mulch, whihe is free of deleterious and extraneous matter such as soil, weeds and sticks.

Soil installation

Place 200mm topsoil on the prepared subsoil. Spread and grade evenly, making the necessary allowances so that the required finished levels and contours may be achieved after light compaction.

Grassed areas shall be finished flush with adjacent hard surfaces such as kerbs, paths and mowing strips. Finished level of topsoil is at least 125mm below weepholes in buildings to allow for 75mm mulch cover and 50mm clearance of plants.

Prevent excess compaction caused by constructional plant. Compact lightly with a roller weighing between 200-220kg per metre length. Compact uniformly in 150mm lavers. Avoid differential subsidence and produce a finished topsoil surface whihe is at design levels; smooth and free from stones or lumps of soil; grade to drain feely, without ponding, to catchment points; graded evenly into adjoining ground surfaces; and ready for planting. Dispose of surplus topsoil as directed by the superintedent.

Mulch installation

Mulch to be Organic Mulch from composted green waste. Place mulch to the required depth, refer to landscape plan, generally 75mm, clear of plant stems, and rake to an even surface fluch with the surrrounding finished levels. Requirement: Spread and roll mulch so that after settling. or after rolling it is smooth and evenly graded between design surface levels; flush with adjacent finish levels; of the required depths; and sloped towards the base of plant stems in plantation beds, but not conact with stem. Place mulch in mass planted areas after the preparation of the planting bed but before planting and all other work. In smaller areas, place after the preparation of the planting bed, planting and all other work. Where mulching is done before planting, avoid mixing of mulch and soils no mulch is to be buried, or soil left on top of the mulch.

Grassing:

Install lawn where nominated on the drawings to repair damage to the existing lawn nature strips. Finish and level soil surface as specified. Seed mix to be a general non-irrigated parkland and nature strip blend, comprising of the following species (or other approved by council)

- 60% dwarf tall fescue-drought tolerant cultivars
- 20% perennial rye-drought tolerant cultivars
- 10% sheep's fescue
- . 10% hard fescue

Irrigation:

An in-ground irrigation system is to be supplied to all landscaped areas

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Design Matters

ISSUED FOR PLANNING APPROVAL R.GAMBUTI 13/03/2025 DESCRIPTION DRAWN BY DATE

FOR PLANNING DRAWN: DATE: CHECKED: S.ABBOTT SHEET No: 6 OF 6 DO NOT SCALE A3 SIZE SHEET

LANDS CAPING DETAILS

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