

**SPECIAL CONDITIONS**

The headings appearing in these special conditions are for convenience only and are not part of the text..

**Acknowledgements by Purchaser**

- 1. The Purchaser acknowledges that:
  - 1.1 that the Vendor has no control over the siting or location of service pits, service markers, man-holes, crossovers, telephone or electricity poles, and the Purchaser will not raise any objection or seek any compensation from the Vendor in respect of any such siting or location.
  - 1.2 that the Vendor discloses to the Purchaser the following details of works affecting the natural surface level of the property, or any land abutting the property, being the only works which to the Vendor's knowledge have been carried out on the property or abutting land or at the date of this Contract are being carried out or are proposed to be carried out :-  
The Land will be graded and filled.

**No Warranty made by Vendor or Agent**

- 2. The Purchaser acknowledges that the Vendor's Agent has acted only as Agent of the Vendor and no information representation or warranty of the Vendor or his Agent was made with the intention or knowledge that it would be relied upon and that no such information representation or warranty has in fact been relied upon and it is further agreed that this Contract of Sale and the original Vendor's Statement (a copy of which is included in this Contract of Sale) are the sole and full repository of the agreement between the Vendor, his Agent and the Purchaser.

**Guarantee**

- 3. In the event that the Purchaser hereunder is a Corporation the Director/s who execute this Contract for and on behalf of the Purchaser shall also execute the following guarantee:-

I/We,  
 of  
 in the State of Victoria IN CONSIDERATION of the Vendor entering  
 into the within Contract  
 with

(hereinafter called "the Purchaser")  
 HEREBY GUARANTEE the due performance and observance by the Purchaser of the terms and conditions herein contained and I acknowledge that my liability is an unconditional continuing liability until all the said terms and conditions are duly performed by the Purchaser and that this guarantee binds my personal representatives and shall not be affected by any time or indulgence the Vendor may extend to the Purchaser.

SIGNED by the said )  
 )  
 in the presence of: )

**Unregistered Plan**

4. If the property sold is a lot on an unregistered Plan of subdivision, the following conditions shall also apply:
- 4.1 In this contract, "Plan" means Plan of Subdivision No. PS644708L, a copy of which is annexed to the Vendors Statement.
- 4.2 This Contract is conditional upon the Plan being registered by the Registrar of Titles pursuant to the provisions of the Subdivision Act 1988 within eighteen months from the date of this Contract.
- 4.3 The Vendor will use all reasonable endeavours to cause the Plan to be registered, provided that the Purchaser must at the purchaser's expense provide all necessary consents of the Purchaser to enable registration of the plan.
- 4.4 The Vendor reserves the right to make such alterations to the Plan as may be required to enable certification and registration of the plan. The Purchaser must not make any objection or requisition or claim any compensation in respect of any minor excess or minor deficiency whether in area, boundaries, measurements, occupation or otherwise on the basis that the Plan as registered by the Registrar of Titles does not agree in measurement or otherwise with the copy of the Plan attached to the Vendors Statement or the Land as inspected by the Purchaser.
- 4.5 If the Plan is not registered by the Registrar of Titles within eighteen months after the day of sale, either party may at any time after the expiration of such period of eighteen months but before the Plan is registered avoid this Contract by notice in writing to the other party. The deposit must be immediately refunded to the Purchaser if the Contract is ended pursuant to this special condition but the Purchaser is not entitled to any compensation from the Vendor in respect of any costs fees or other expenses incurred by the Purchaser in relation to or arising out of this Contract.
- 4.6 Until the Plan has been registered and volume and folio references allocated for the property, the Purchaser must not lodge, permit or cause to be lodged in the Land Titles Office any Caveat on behalf of the Purchaser in respect of the Purchaser's interest in the property. The Purchaser agrees to indemnify and keep indemnified the Vendor from and against all loss and damage which the Vendor may suffer or incur in consequence of any breach by the Purchaser of this special condition.
- 4.7 Section 10(1) of the Sale of Land Act 1962 does not apply in respect of the final location of any easement shown on the Plan and subject to the provisions of that Act the Vendor may vary the final location of any easement shown on the Plan.
- 4.8 Without limiting the generality of any other provision of this Contract, the Purchaser must accept as identical with the Land described in the particulars of sale:
- 4.8.1 the Lot bearing the same number on the Plan when registered as the number set out in the particulars of sale; or
- 4.8.2 if the Lot shall at any time prior to registration be renumbered, the Lot on the Plan as registered which shall occupy the same or approximately the same position on the Plan as the Lot described in the particulars of sale;
- and the Purchaser must not make any requisition or objection or claim any compensation in respect of any of the foregoing matters.

#### **Definitions**

5. It is hereby agreed that words defined in the Subdivision Act 1988 shall wherever used in this Contract have the meaning subscribed to them in that Act and that the words "the Act" shall mean the

Subdivision Act 1988. Words importing the masculine shall include the feminine and words importing the singular shall include the plural and vice versa and where more persons than one are included in the term "Purchaser" their covenants hereunder shall be joint as well as several.

### **Fencing**

6. The Parties agree and acknowledge that should the Purchaser require the Vendor to construct or join in or contribute to the construction of a dividing fence between the Land hereby sold and any adjoining land owned by the Vendor, then the proportion in respect of which the Vendor shall be liable for in respect of such dividing fence is agreed upon as being One Dollar (\$1.00) and it is further agreed and acknowledged that this special condition shall not merge on the completion of this Contract.

### **Land Tax and Apportionment of Outgoings**

- 7.1 Unless and until a separate assessment of rates taxes and charges is issued in respect of all the lots on the plan, all adjustments between the parties shall be made on the basis that each lot is liable to that proportion of any such rates taxes or outgoings levied or assessed against all the land in the plan which the area of each lot bears to the total number of lots (23) contained in the plan.
- 7.2 No monies shall be withheld from the Vendor from the purchase monies payable under this Contract on account of any rates or State Land Tax which may be or may after the date of this Contract become charges on the land.
- 7.3 The Vendor acknowledges that it may be liable for payment of any rates and State Land Tax chargeable upon the land to the date upon which the Purchaser becomes entitled to possession and shall indemnify and keep the Purchaser indemnified in respect of any such rates or State Land Tax charged upon the property to that date. This indemnity shall be a continuing indemnity and shall not merge upon a transfer of the property.
- 7.4 The Purchaser acknowledges and agrees that :
  - 7.4.1 if the Purchaser is in breach of this Contract by not completing this Contract on the date set out in this Contract; and
  - 7.4.2 if, as a result of the Purchaser's breach, completion of this Contract takes place on a date that is after 31 December in the year that completion of this Contract was due to take place; then
  - 7.4.3 the Purchaser's breach will result in an increase of the Vendor's State Land Tax assessment for the year following the year that completion of this Contract was due to take place as a result of the property continuing to be included in the Vendor's total landholdings in the State of Victoria; and
  - 7.4.4 the additional State Land Tax that the Vendor will incur in accordance with this special condition is a reasonable foreseeable loss incurred by the Vendor which was a direct result of the Purchaser's breach of this Contract in respect of

11. Not to allow any antennas, air conditioning units, satellite dishes or radio aerials to be installed or allowed on the Land unless they are located at the rear of any roof structure and are no higher than the highest point of the roof of the dwelling house and further will not install any radio or similar mast on the Land.
12. Not to use or suffer to have used or permit the said land to be used for the carrying out of any noxious or offensive trade within the meaning of the Health Act 1958 (as amended) or for the keeping or maintenance of:
  - (a) Greyhounds; or
  - (b) Pigs; or
  - (c) Pigeons or Pigeon lofts; or
  - (d) Dog boarding kennels; or
  - (e) Cat boarding kennels; or
  - (f) Poultry.

AND IT IS HEREBY AGREED that the benefit of the foregoing covenant shall be attached to and run at law and in equity with the Land comprised in the Plan of Subdivision other than the Land hereby transferred and that the burden thereof shall be annexed to and run at law and in equity with the said lot hereby transferred and the same shall be noted and appear on every future Certificate of Title for the said lot and every part as an encumbrance affecting the same save and except for the provisions of Clauses 1(a) to (l), 2(a) to (d), 3, 5, 6, 12 and 13 which shall cease to apply or affect the burdened land as from the 1 January 2019.

#### **Soil Test**

15. This contract is subject to and conditional upon the Purchasers obtaining a soil test to their satisfaction within fourteen (14) days of written notification from the Vendor to the Purchasers solicitor that there is access to the land for testing purposes.

If the Purchasers have not received a satisfactory soil test within the 14 days from written notification that there is access to the land, they may end the contract but only if they:

- (a) have done everything reasonably possible to obtain a soil test; and
- (b) serve written notice ending the Contract on the Vendor on or before two business days after the date of the written notification that there is access to the land; and
- (c) are not in default under any condition of this Contract when the notice is given.

13. The provisions of this Contract capable of having effect after the settlement date do not merge on transfer of the property and continue to have full force and effect.

#### **Restrictive Covenant**

14. The Purchaser will include in the Transfer of Land a Covenant as follows :-

And the said Transferee for himself, his respective heirs, executors, administrators and transferees the registered proprietor or proprietors for the time being of the said land hereby transferred and of each and every part thereof do hereby covenant with the Transferor and others the registered proprietor or proprietors for the time being of the Land comprised in Plan of Subdivision PS644708L excluding Lot 429 and each and every part thereof (other than the Land hereby transferred) as follows:

1. Not to construct or allow to be constructed on the Land any building:
  - (a) other than one only single storey or two storey private dwelling house with the usual outbuildings with a minimum dwelling house size (excluding integrated garage) of 140 square metres (15.1 squares) but excluding lots with an area of less than 460 square metres;
  - (b) unless the exterior walls of the building are constructed of new materials being exposed brick, brick veneer or render, timber or manufactured timber-look products or corrugated iron cladding provided that if timber, manufactured timber look products or corrugated iron cladding are used, they shall not cover an area of more than 50% of the external walls of the dwelling;
  - (c) unless any dwelling is constructed not less than 4 metres from the front boundary of the Land and 1 metre from the side boundaries (excepting any entry porch, veranda, balcony and pergola) but excluding lots with an area of 460 square metres or less;
  - (d) unless on corner lots any dwelling is constructed not less than 4 metres from the front boundary of the Land and 1 metre from the side boundary (excepting any entry porch, veranda, balcony and pergola) and not less than 2 metres from the side boundary having a street frontage;
  - (e) unless any dwelling constructed on the Land has eaves with a minimum width of 200 millimetres for the entire perimeter of the dwelling, or unless the dwelling has parapet walls around the entire perimeter of the dwelling, or a combination of eaves and parapets around the entire perimeter of the dwelling but excluding lots with an area of less than 460 square metres;
  - (f) unless the garage is constructed at least 450 millimetres behind the front building line of the dwelling house excluding any entry porch, veranda, balcony or pergola but excluding lots with an area of less than 460 square metres;
  - (g) unless on corner lots where both street frontages must be addressed in the design of the dwelling house;
  - (h) unless all plumbing pipes, apart from stormwater pipes, are installed in the internal walls of any building;

- (i) any outbuilding that does not match the style of the dwelling. Garden sheds shall not be constructed of any materials other than colourbond, timber, brick or render;
  - (j) that the roof of any building will not be of materials other than roof tiles, colourbond roofing material or shingles;
  - (k) unless the floor of any veranda shall be constructed of timber, concrete, brick or paving stones;
  - (l) unless the stumps to any veranda shall not be left in an exposed state;
  - (m) unless the building of the dwelling house is completed not more than twelve months after the date of the issue of a building permit and landscaping of the area in front of the building line is completed within six months of the issue of the Occupancy Permit;
2. Not to construct or allow to be constructed on the Land any fence:
- (a) unless the material used in construction of any fence is colourbond fencing in Riversand colour and is to a height not more than 1.8 metres;
  - (b) for front boundaries no fence will be permitted;
  - (c) for side boundaries unless the fence is raked to a height of not more than 1200 millimetres from 1 metre behind the front building line of the dwelling to the front boundary line.
3. Not to permit or allow the naturestrip to become unkempt or untidy.
4. No driveway or pedestrian pathway will be covered in materials other than brick, concrete or other similar sealed material and will be completed prior to the occupation of the dwelling.
5. No prefabricated dwelling house shall be erected on the Land or any part of it and no constructed house or partly constructed house may be moved onto the Land.
6. Not to use or suffer to have used or permit the said land to be used for the following purposes:
- (a) panel beating;
  - (b) motor vehicle repairs.
7. Not to permit or allow the Land hereby transferred to become or remain in an unsightly, untidy, unclean or unwholesome condition or appearance or be used in any manner which constitutes an annoyance, nuisance or disturbance to the registered proprietor or proprietors and occupiers for the time being of the Land comprised in the Plan.
8. Not to further subdivide the Land hereby transferred.
9. Not to park or allow to be parked any vehicles, including cars, trucks, motor bikes, boats, trailers, buses, caravans and recreational vehicles on any nature strip or front yard.
10. Not to allow any water tanks installed on the Land to be located in front of the front building line of the dwelling and to ensure that any water tank is screened so as not to be visible from the street.
11. Not to allow any antennas, air conditioning units, satellite dishes or radio aerials to be installed or allowed on the Land unless they

are located at the rear of any roof structure and are no higher than the highest point of the roof of the dwelling house and further will not install any radio or similar mast on the Land.

12. Not to use or suffer to have used or permit the said land to be used for the carrying out of any noxious or offensive trade within the meaning of the Health Act 1958 (as amended) or for the keeping or maintenance of:

- (a) Greyhounds; or
- (b) Pigs; or
- (c) Pigeons or Pigeon lofts; or
- (d) Dog boarding kennels; or
- (e) Cat boarding kennels; or
- (f) Poultry.

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- (c) are not in default under any condition of this Contract when the notice is given.

City of Ballarat

PO Box 655  
Ballarat Vic 3353  
AUSTRALIA

Telephone: 03 5320 5500  
Facsimile: 03 5333 4061



CITY OF  
BALLARAT

Mr. Richard Howell  
Integra Land Pty Ltd  
PO Box 21  
WENDOUREE VIC 3355

Date: 28 November, 1996

Our Ref:

Your Ref:

Enquiries: 5320 5697

Writer's  
Direct Fax:

Dear Richard

**DEVELOPMENT PLAN OVERLAY SCHEDULE 7  
CUTHBERTS ROAD, ALFREDTON  
AMENDMENT TO APPROVED PLAN**

Council has resolved to approve the amended Development Plan as submitted earlier this year. The approved development plan is now referenced as drawing CH00-DP01 rev. TP1, being Development Plan 02.

Should you have any queries in relation to these plans please contact me at your convenience on ☎ 5320 5697.

Yours sincerely

Andrew Bishop  
Team Leader – Statutory Planning

Enc.



# Request to Amend an Endorsed Development Plan (D.P.O. No.7 – Cuthberts Road, Alfredton)



## Delegated Officers Report

### APPLICATION & SITE DETAILS:

Responsible Officer: Andrew Bishop

<b>Planning Permit Application No:</b>	Related to PLP/2009/530 PLP/2009/535 PLP/2008/279/A Referenced as drawing CH00-DP01 rev. TP1, being Development Plan 02 with drawing 1030-UD-112 issue A9 being the existing Development Plan and endorsed as the Development Plan on 30/04/2008.
<b>Address/Title Details:</b>	Corner Cuthberts Road and Dyson Drive, Alfredton.
<b>Proposal:</b>	Amended Development Plan was lodged with Council on 26 March 2010.  The amendments sought are: <ul style="list-style-type: none"> <li>• Addition of a park east of the central linear open space to accord with the CHMP to include the scar tree within the reserve.</li> <li>• Addition of further terrace lots in four locations along the eastern side of the lineal open space.</li> <li>• Removal of the proposed drainage/open space reserve adjacent to stage 7</li> <li>• Additional reserve on the eastern end of stage 7 to provide for linkages and services following detailed design engineering.</li> <li>• Additional reserve on the western end of stage 7, as required by Central Highlands Water, for a sewer pump station.</li> </ul>
<b>Date Received:</b>	26 March 2010
<b>Date Report Prepared:</b>	21 May 2010

### Internal Referral comments:-

The amended plans were not referred to any Council departments as the changes are minor in nature or are consistent with detailed design plans already approved by Council officers.

### Discussion:-

The scheme does not make provision for notification of amended development plans. Clause 43.04-2 specifically exempts such plans from the notification and associated third party appeal right provisions of the

Act. The original Development Plan was circulated for comment, and comments were received from some residents north of Cuthberts Road, in relation to access points from the development onto Cuthberts Road. These access points are not changed in this amended Development Plan.

Clause 43.04-3 states that the development plan may be amended to the satisfaction of the Responsible Authority.

Prior to the formal submission of the amended plan, Council Officers met with representatives of Integra. The intent and objective of these discussions were to ensure the changes sought to the Development Plan are consistent with the specific requirements of DPO7. In particular, that the development plan achieves the requirements under Section 3.0 dot point 3 of the schedule which requires:

*Indicative land uses, including the location of public open space, and higher density development adjacent to any future activity centre.*

The first part of this amendment seeks to correct an anomaly that exists between the approved development plan and the cultural heritage management plan that has been approved since the development plan was approved. The protection of the registered scar tree is required by including the tree and its surrounds into the open space reserve.

The inclusion of four additional medium density development sites adjacent to the lineal open space reserve provides increase density in an appropriate location that faces the open space and is adjacent to other medium density sites within the approved development plan.

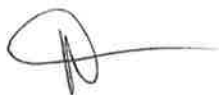
The other proposed changes have been brought about principally to accommodate infrastructure following detailed engineering design and do not impact on the overall layout of the development.

The staging plan was submitted with the approved development plan but does not appear to have been endorsed at that time. However, it is proposed to endorse it with the current amendment.

## **CONCLUSION:**

The amended proposal is considered to accord with the purpose and the relevant decision guidelines of the Ballarat Planning Scheme, including Clause 43.04, the associated schedule to DPO7, and Clause 65 of the General Provisions as they accord with and meet the relative requirements in each section.

That drawing referenced as CH00-DP01 rev. TP1, being Development Plan 02 be endorsed and that the staging plan drawing 1030-UD-113 issue A3 is also endorsed.











24.5.2010

Veronica Schully



**LEGEND**

-  Residential Housing
-  Medium Density Housing (<300sqm)
-  Drainage and Open Space Reserve
-  Indicative Road Network
-  Title Boundary
-  Indicative creek
-  Potential Commercial Centre
-  Future intersection treatment (possible roundabout)

**Notes:**

- Linkages to existing road, bicycle and pedestrian infrastructure to be supplied to the satisfaction of Council.

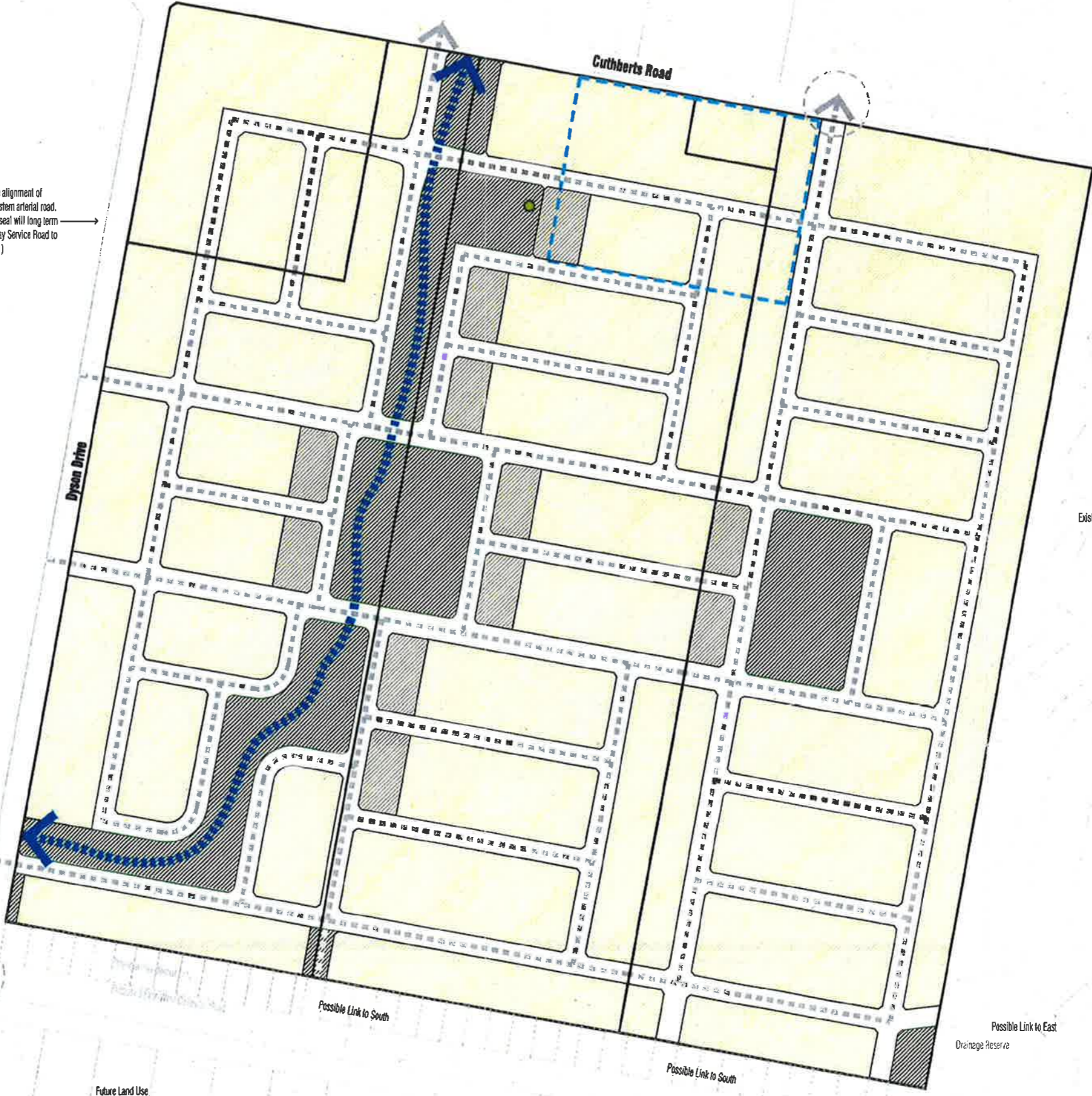
Indicative alignment of future western arterial road. (Existing seal will long term be one way Service Road to the south)

Existing Farming Zone  
Future Residential (B.W.L.S.P.)



Farming Zone (B.W.L.S.P.)

Future Land Use (Subject to Further Investigation)



plan superseded

**development plan 02**  
the chase, cuthberts road, alfreton





(drawn)	RMH	approved	PMC
scale	1:4000	date	17.03.10
drawing	CH00-0P02	rev	T1



**LEGEND**

- Indicative Residential Area
- Indicative Medium Density Area
- Indicative Drainage and Open Space Reserve
- ▬▬▬ Indicative Road Network
- Tile Boundary
- ▬▬▬ Indicative creek
- Potential Commercial Centre
- ▬▬▬ Potential Medium Density Site
- Future intersection treatment (possible roundabout)

**Notes:**

- Linkages to existing road, bicycle and pedestrian infrastructure to be supplied to the satisfaction of Council.
- The section of the north-south collector road abutting the proposed activity centre site shall be constructed prior to the commencement of the use of the activity centre complex.
- Drainage reserves may be required on any portion of the land within the scope of the plan to allow for stormwater treatment and detention.
- It is required that rainwater tanks should be connected to the laundry of dwellings to achieve Council's sustainability objective of reducing reliance on potable water.

Existing Farming Zone  
Future Residential  
(B.W.L.S.P.)

*Handwritten signature and date: 30/4/08*

Farming Zone  
(B.W.L.S.P.)

Indicative alignment of future western arterial road. (Existing seal will long term be one way Service Road to the south.)



Future Land Use  
(Subject to Further Investigation)

**development plan**

cuthberts road, alfredton



Designed: T. Buswell  
Approved: N. Grylewicz  
Signed: N. Grylewicz  
Scale: 1:4000  
Issue: A3  
Date: 10/04/08  
Drawing No.: 1000-UD-112



**LEGEND**

-  Indicative Residential Area
-  Indicative Medium Density Area
-  Indicative Drainage and Open Space Reserve
-  Title Boundary
-  Indicative creek
-  Potential Commercial Centre
-  Potential Medium Density Site

**STAGING PLAN**

- Staging of the development may not necessarily coincide with alphabetic order of precinct
- Construction sequencing will be driven by infrastructure requirements, sales and market research

Plan Superseded

Existing Farming Zone  
Future Residential  
(B.W.L.S.P.)



Farming Zone  
(B.W.L.S.P.)

Future Land Use  
(Subject to Further Investigation)



**development plan - staging**

Cuthberts road, allretion



Designed: T.Buscill  
Approved: N.Grylls  
Signature:  
Scale: 1:4000  
Issue: AS  
Date: 10-04-08  
Drawing No.: 1000-UD-113

City of Ballarat

PO Box 655  
Ballarat Vic 3353  
AUSTRALIA

Telephone: 03 5320 5500  
Facsimile: 03 5332 8122

AUSDOC DX 35030  
Ballarat Victoria



CITY OF  
**BALLARAT**

Date: 30 April, 2008  
Our Ref: C103 Cuthberts Road, Alfredton  
Your Ref: ALF-1030-0007  
Enquiries: Damien Drew  
53205857  
Writer's  
Direct Fax: 5333 4117

Mr Nick Grylewicz  
Development Manager  
Roadcon Group  
PO Box 21  
WENDOUREE VIC 3355

Dear Nick,

**BALLARAT PLANNING SCHEME  
AMENDMENT C103, CUTHBERTS ROAD, ALFREDTON  
DEVELOPMENT PLAN**

As you are aware, Council considered the submissions received to the Development Plan prepared in response to Amendment C103, at its meeting on 12 March, 2008.

Council resolved to support the Development Plan pending the approval and gazettal of the amendment. Amendment C103 has been approved by the Minister for Planning and was gazetted on Thursday 24 April, 2008.

The Development Plan, Drawing No.: 1030-UD-112 dated 10-04-08 and the revised Landscape Master Plan have now been approved and a copy of each plan is enclosed for your records.

I advise that detailed landscape plans, further discussions and agreements regarding street tree planting, the retention of the Scar tree, etc, will be required for each stage of the subdivision. These plans should be provided in accordance with Council's standard planning permit conditions for landscape plans.

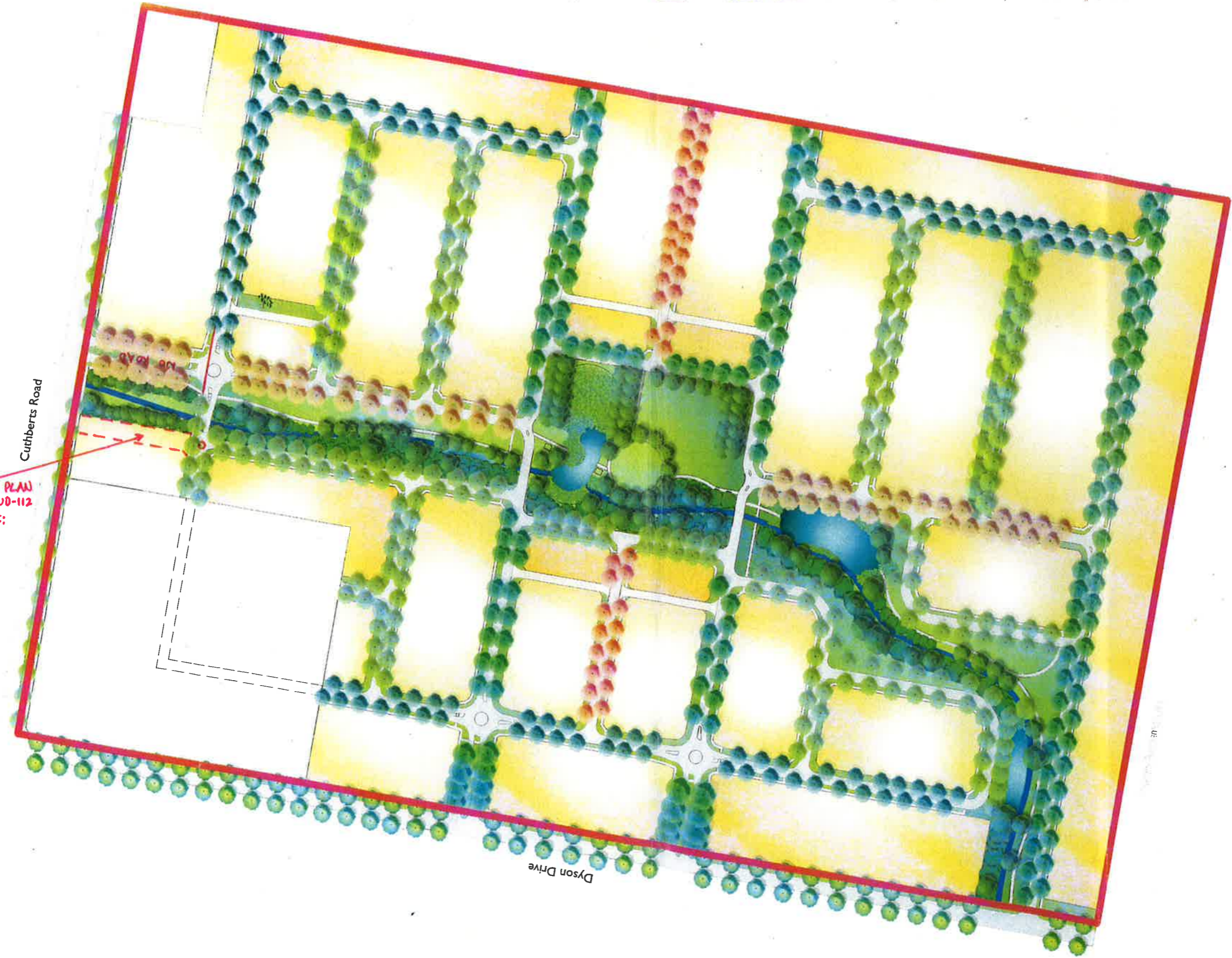
If you have any further queries, please contact Damien Drew on telephone 5320 5857 or by email [damiendrew@ballarat.vic.gov.au](mailto:damiendrew@ballarat.vic.gov.au).

Yours sincerely,

Anthony Schinck  
Chief Executive Officer



SEE DEVELOPMENT PLAN  
DRAWING No.: 1030-UD-112  
dated 10-04-08 RE:  
ROAD LOCATION



**Legend**

Open Space Planting



Retained Trees



Proposed Trees



Proposed Grass

Wetland/ waterway

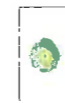


Wetland Planting



Shrubs

Street Planting



Spotted Gum  
(*Corymbia maculata*)



Callery Pear  
(*Pyrus calleryana*)



Plane Tree  
(*Platanus orientalis*)



Yellow Gum  
(*Eucalyptus leucosylon*)



Chinese Elm  
(*Ulmus parvifolia*)



Iron Bark  
(*Eucalyptus sideroxylon*)



Yellow Box  
(*Eucalyptus mellibodora*)



fitzgerald  
frisby  
landscape  
architecture  
level 1/11 Yarra Street  
Melbourne VIC 3000  
Australia  
www.fitzgerald.com.au

client:  
Roadcon Group  
project:  
The Chase  
address:  
Cuthberts Rd, Alfredton  
drawing name:  
Landscape Masterplan  
drawing number:  
0006-002-L1000  
status:  
issued  
planning approval  
not for construction

Handwritten signature and date: 28/4/08

revision  
TP2  
scale (A1)  
1:500

scale (A3)  
1:500  
date:  
03.03.2008  
DW  
APP  
PPE



**LEGEND**

- Indicative Residential Area
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30/4/08

**APPROVED  
DEVELOPMENT  
PLAN**

**DPO**

Farming Zone  
(B.W.L.S.P.)

Future Land Use  
(Subject to Further Investigation)



**development plan**

cuthberts road, alfredton



Designed: T.Bursill  
Approved: N.Czajewicz  
Signature:  
Scale: 1:4000  
Issue: AG  
Date: 10-04-08  
Drawing No.: 1030-UP-112





Tuesday, September 13, 2011

Hamish Lampp  
Manager Statutory Planning  
City of Ballarat  
PO Box 655  
**BALLARAT VIC 3350**

Dear Hamish,

**Re:** *Application to amend Development Plan*  
**For:** *199 Cuthberts Road "The Chase" Alfredton*

Further to our discussions and a meeting with Leanne Wilson on September 9<sup>th</sup> 2011, I wish to lodge an application to amend the Development Plan for 199 Cuthberts Road "The Chase" Alfredton.

Three copies of the amended Development Plan are attached for your consideration.

*Background*

The former 'house site' was always considered an appropriate medium density site by the developers of the land (Integra) however this site was not originally purchased by Integra, and therefore not considered in detail by the Development Plan at that time. At that point in time (circa: 2006) the land owner, Adele Waldron, intended to remain in the dwelling after the completion of the subdivision. Upon the announcement of the development of the land further west and the inclusion of an arterial road, Ms. Waldron decided to sell the land to Integra for development.

The Macneil Group has now entered into a contract to purchase 199 Cuthberts Road Alfredton. The site is located on the North West corner of the land being developed by the Integra Group as "The Chase".

The land was subdivided during the process of the overall subdivision ('The Chase') and is now Lot 429 on LP644708L (Volume 11292 Folio 318). The land has an area of 6830m<sup>2</sup> and contains a brick veneer dwelling that was owned and occupied by the original land owner. It is proposed that this dwelling will be demolished as part of any future development.

An application by Integra to develop the land as residential allotments (PLP2011/354) has been cancelled at the request of Council due to the issues primarily relating to the proximity of the land to the Cuthberts/Dysons Rd roundabout and the proposed Ring Road alignment. Council considers that a traditional lot layout style of development and the resultant traffic access issues would not be supported by Council.

From our discussions with Council Officers, It has been suggested that a medium density solution would be appropriate for the site which would address the access issues and allow for an increased density. In order to submit an application for the further development of Lot 429, an amendment to the Approved Development Plan is required.

### Supporting Information

The amendment of the Development Plan to include Lot 429 as a Medium Density Site is considered complimentary to the existing and proposed neighborhood character and a good planning outcome for the following reasons:

- The Cuthberts Rd and Dysons Road Intersection is now a major intersection that forms part of the Ballarat West Growth Plan. The Precinct Structure Plan (PSP) has been approved by the Council and State Government for development. This plan was prepared in close collaboration with Council.
- This PSP plan proposes development along the western side of Dyson Drive and along the continuation of Cuthberts Road in the westerly direction. The key and driving force behind the development of the Precinct Structure Plan was to increase densities over and above 15 dwellings per hectare. This new increased density will establish a new neighborhood character for the Cuthbert's Road and Dyson Drive area, resulting in smaller allotments serviced by major transport and pedestrian routes.
- The PSP provides for a new truncated Ring Road which will become a major arterial road. Increased densities along this road alignment are supported within the Ballarat West Structure Plan due to increased transport opportunities and pedestrian linkages.
- Cuthberts Rd and Dyson Drive will be a major intersection within the PSP, this intersection can and will support higher densities.

- Higher Density development has been incorporated into the Chase development in partnership with the developer with outstanding results. These developments have been well accepted by the market and provide a lower price point to traditional housing.
- A higher density development will enable a design that reduces vehicle access points onto Cuthberts Rd and Dyson Drive.
- The market is demanding smaller and more affordable allotments.
- The development of a medium density outcome will allow for an alteration to the road reserve to be acquired by Council.
- The nature and character of the Cuthbert's Rd and Dyson Drive areas is not yet fully developed. The proposed amendment of the Development Plan is consistent with State and Local Government Policy, Ballarat West Local Structure Plan and the future development of Lucas.
- The directly adjoining owners of allotments within Stage 19 and 20 of the Chase have knowledge of the future development of Lot 429; this is recognized within the Special Conditions relating to the contract of sale of these allotments. Copies of the Special Conditions are attached.

I trust this amended Development Plan accords with our previous discussions and your requirements. Please do not hesitate to contact me should you require any further qualification.

Yours Faithfully



**Paul McCuskey**  
Director  
Macneil Group

c/- Leanne Wilson Statutory Planner City of Ballarat  
Richard Howell Operations Manager Integra Group

**SPECIAL CONDITIONS**

The headings appearing in these special conditions are for convenience only and are not part of the text..

**Acknowledgements by Purchaser**

- 1. The Purchaser acknowledges that:
  - 1.1 that the Vendor has no control over the siting or location of service pits, service markers, man-holes, crossovers, telephone or electricity poles, and the Purchaser will not raise any objection or seek any compensation from the Vendor in respect of any such siting or location.
  - 1.2 that the Vendor discloses to the Purchaser the following details of works affecting the natural surface level of the property, or any land abutting the property, being the only works which to the Vendor's knowledge have been carried out on the property or abutting land or at the date of this Contract are being carried out or are proposed to be carried out :-  
The Land will be graded and filled.

**No Warranty made by Vendor or Agent**

- 2. The Purchaser acknowledges that the Vendor's Agent has acted only as Agent of the Vendor and no information representation or warranty of the Vendor or his Agent was made with the intention or knowledge that it would be relied upon and that no such information representation or warranty has in fact been relied upon and it is further agreed that this Contract of Sale and the original Vendor's Statement (a copy of which is included in this Contract of Sale) are the sole and full repository of the agreement between the Vendor, his Agent and the Purchaser.

**Guarantee**

- 3. In the event that the Purchaser hereunder is a Corporation the Director/s who execute this Contract for and on behalf of the Purchaser shall also execute the following guarantee:-

I/We,  
of  
in the State of Victoria IN CONSIDERATION of the Vendor entering  
into the within Contract  
with

(hereinafter called "the Purchaser")  
HEREBY GUARANTEE the due performance and observance by the Purchaser of the terms and conditions herein contained and I acknowledge that my liability is an unconditional continuing liability until all the said terms and conditions are duly performed by the Purchaser and that this guarantee binds my personal representatives and shall not be affected by any time or indulgence the Vendor may extend to the Purchaser.

SIGNED by the said )  
) )  
in the presence of: )

**Unregistered Plan**

4. If the property sold is a lot on an unregistered Plan of subdivision, the following conditions shall also apply:
- 4.1 In this contract, "Plan" means Plan of Subdivision No. PS642365B, a copy of which is annexed to the Vendors Statement.
- 4.2 This Contract is conditional upon the Plan being registered by the Registrar of Titles pursuant to the provisions of the Subdivision Act 1988 within eighteen months from the date of this Contract.
- 4.3 The Vendor will use all reasonable endeavours to cause the Plan to be registered, provided that the Purchaser must at the purchaser's expense provide all necessary consents of the Purchaser to enable registration of the plan.
- 4.4 The Vendor reserves the right to make such alterations to the Plan as may be required to enable certification and registration of the plan. The Purchaser must not make any objection or requisition or claim any compensation in respect of any minor excess or minor deficiency whether in area, boundaries, measurements, occupation or otherwise on the basis that the Plan as registered by the Registrar of Titles does not agree in measurement or otherwise with the copy of the Plan attached to the Vendors Statement or the Land as inspected by the Purchaser.
- 4.5 If the Plan is not registered by the Registrar of Titles within eighteen months after the day of sale, either party may at any time after the expiration of such period of eighteen months but before the Plan is registered avoid this Contract by notice in writing to the other party. The deposit must be immediately refunded to the Purchaser if the Contract is ended pursuant to this special condition but the Purchaser is not entitled to any compensation from the Vendor in respect of any costs fees or other expenses incurred by the Purchaser in relation to or arising out of this Contract.
- 4.6 Until the Plan has been registered and volume and folio references allocated for the property, the Purchaser must not lodge, permit or cause to be lodged in the Land Titles Office any Caveat on behalf of the Purchaser in respect of the Purchaser's interest in the property. The Purchaser agrees to indemnify and keep indemnified the Vendor from and against all loss and damage which the Vendor may suffer or incur in consequence of any breach by the Purchaser of this special condition.
- 4.7 Section 10(1) of the Sale of Land Act 1962 does not apply in respect of the final location of any easement shown on the Plan and subject to the provisions of that Act the Vendor may vary the final location of any easement shown on the Plan.
- 4.8 Without limiting the generality of any other provision of this Contract, the Purchaser must accept as identical with the Land described in the particulars of sale:
- 4.8.1 the Lot bearing the same number on the Plan when registered as the number set out in the particulars of sale; or
- 4.8.2 if the Lot shall at any time prior to registration be renumbered, the Lot on the Plan as registered which shall occupy the same or approximately the same position on the Plan as the Lot described in the particulars of sale;
- and the Purchaser must not make any requisition or objection or claim any compensation in respect of any of the foregoing matters.

#### **Definitions**

5. It is hereby agreed that words defined in the Subdivision Act 1988 shall wherever used in this Contract have the meaning subscribed to them in that Act and that the words "the Act" shall mean the

Subdivision Act 1988. Words importing the masculine shall include the feminine and words importing the singular shall include the plural and vice versa and where more persons than one are included in the term "Purchaser" their covenants hereunder shall be joint as well as several.

### **Fencing**

6. The Parties agree and acknowledge that should the Purchaser require the Vendor to construct or join in or contribute to the construction of a dividing fence between the Land hereby sold and any adjoining land owned by the Vendor, then the proportion in respect of which the Vendor shall be liable for in respect of such dividing fence is agreed upon as being One Dollar (\$1.00) and it is further agreed and acknowledged that this special condition shall not merge on the completion of this Contract.

### **Land Tax and Apportionment of Outgoings**

- 7.1 Unless and until a separate assessment of rates taxes and charges is issued in respect of all the lots on the plan, all adjustments between the parties shall be made on the basis that each lot is liable to that proportion of any such rates taxes or outgoings levied or assessed against all the land in the plan which the area of each lot bears to the total number of lots (23) contained in the plan.
- 7.2 No monies shall be withheld from the Vendor from the purchase monies payable under this Contract on account of any rates or State Land Tax which may be or may after the date of this Contract become charges on the land.
- 7.3 The Vendor acknowledges that it may be liable for payment of any rates and State Land Tax chargeable upon the land to the date upon which the Purchaser becomes entitled to possession and shall indemnify and keep the Purchaser indemnified in respect of any such rates or State Land Tax charged upon the property to that date. This indemnity shall be a continuing indemnity and shall not merge upon a transfer of the property.
- 7.4 The Purchaser acknowledges and agrees that :
  - 7.4.1 if the Purchaser is in breach of this Contract by not completing this Contract on the date set out in this Contract; and
  - 7.4.2 if, as a result of the Purchaser's breach, completion of this Contract takes place on a date that is after 31 December in the year that completion of this Contract was due to take place; then
  - 7.4.3 the Purchaser's breach will result in an increase of the Vendor's State Land Tax assessment for the year following the year that completion of this Contract was due to take place as a result of the property continuing to be included in the Vendor's total landholdings in the State of Victoria; and
  - 7.4.4 the additional State Land Tax that the Vendor will incur in accordance with this special condition is a reasonable foreseeable loss incurred by the Vendor which was a direct result of the Purchaser's breach of this Contract in respect of

which the Vendor is entitled to compensation from the Purchaser.

- 7.4.5 If Special Condition 7.4 applies to this Contract, then on the settlement date the Purchaser must, in addition to the balance of the price payable to the Vendor under this Contract, pay to the Vendor on account of the additional State Land Tax being incurred by the Vendor an amount equal to 3.5% of the purchase price of the property.

#### **Debenture Charge**

8. The Purchaser acknowledges that it will accept a letter of comfort from any Chargee who holds a charge over the assets of the Vendor in addition to a registered Mortgage over the Certificate of Title for the Lot and that the Purchaser will not require the Vendor to produce a Form 312 at settlement in respect of that charge.

#### **Foreign Acquisitions and Takeovers Act 1975**

9. The Purchaser warrants and declares that he/she/it are not a foreign person as defined in Section 5 of the Foreign Acquisitions and Takeovers Act 1975 (as amended) or a foreign person as defined in Section 21A of that Act or a person to whom Section 26 of that Act applies.

#### **Builder's Waste and Fencing of Construction Site**

10. During the construction period for any dwelling to be constructed on the Land hereby sold, the Purchaser shall ensure:
- 10.1 that there is a waste container for the Builder's waste;
  - 10.2 that a fence is constructed around the perimeter of the land until such time as constructions works are complete; and
  - 10.3 that the builder and/or any of its subcontractors will only gain access to the land through the designated entrance point for the lot and will not gain access to the lot over any other adjoining lot.

#### **Duplicate Certificate of Title**

11. If on the settlement date the duplicate Certificate of Title to the property has not issued to the Vendor by the Titles Office, the Purchaser must accept an order from the controlling party of the Title (which order shall be endorsed on the instrument of Transfer) directing the Registrar to register the instrument of Transfer, and upon registration, to issue the duplicate Certificate of Title to the party lodging the Transfer.

#### **No Objection**

12. The Purchaser hereby undertakes that he shall neither personally or by any consultant or third party object to nor support directly nor indirectly the lodgement nor prosecution of any objection to the Ballarat City Council, VCAT or any other proper authority if the Vendor chooses at its discretion to lodge an application to further develop the adjoining Lot 429 on Plan of Subdivision No. PS644708L.

#### **No Merger**

13. The provisions of this Contract capable of having effect after the settlement date do not merge on transfer of the property and continue to have full force and effect.

### **Restrictive Covenant**

14. The Purchaser will include in the Transfer of Land a Covenant as follows :-

And the said Transferee for himself, his respective heirs, executors, administrators and transferees the registered proprietor or proprietors for the time being of the said land hereby transferred and of each and every part thereof do hereby covenant with the Transferor and others the registered proprietor or proprietors for the time being of the Land comprised in Plan of Subdivision PS642365B and each and every part thereof (other than the Land hereby transferred) as follows:









1. Not to construct or allow to be constructed on the Land any building:
  - (a) other than one only single storey or two storey private dwelling house with the usual outbuildings with a minimum dwelling house size (excluding integrated garage) of 140 square metres (15.1 squares) but excluding lots with an area of less than 460 square metres;
  - (b) unless the exterior walls of the building are constructed of new materials being exposed brick, brick veneer or render, timber or manufactured timber-look products or corrugated iron cladding provided that if timber, manufactured timber look products or corrugated iron cladding are used, they shall not cover an area of more than 50% of the external walls of the dwelling;
  - (c) unless any dwelling is constructed not less than 4 metres from the front boundary of the Land and 1 metre from the side boundaries (excepting any entry porch, veranda, balcony and pergola) but excluding lots with an area of 460 square metres or less;
  - (d) unless on corner lots any dwelling is constructed not less than 4 metres from the front boundary of the Land and 1 metre from the side boundary (excepting any entry porch, veranda, balcony and pergola) and not less than 2 metres from the side boundary having a street frontage;
  - (e) unless any dwelling constructed on the Land has eaves with a minimum width of 200 millimetres for the entire perimeter of the dwelling, or unless the dwelling has parapet walls around the entire perimeter of the dwelling, or a combination of eaves and parapets around the entire perimeter of the dwelling but excluding lots with an area of less than 460 square metres;
  - (f) unless the garage is constructed at least 450 millimetres behind the front building line of the dwelling house excluding any entry porch, veranda, balcony or pergola but excluding lots with an area of less than 460 square metres;
  - (g) unless on corner lots where both street frontages must be addressed in the design of the dwelling house;
  - (h) unless all plumbing pipes, apart from stormwater pipes, are installed in the internal walls of any building;



- (i) any outbuilding that does not match the style of the dwelling. Garden sheds shall not be constructed of any materials other than colourbond, timber, brick or render;
  - (j) that the roof of any building will not be of materials other than roof tiles, colourbond roofing material or shingles;
  - (k) unless the floor of any veranda shall be constructed of timber, concrete, brick or paving stones;
  - (l) unless the stumps to any veranda shall not be left in an exposed state;
  - (m) unless the building of the dwelling house is completed not more than twelve months after the date of the issue of a building permit and landscaping of the area in front of the building line is completed within six months of the issue of the Occupancy Permit;
2. Not to construct or allow to be constructed on the Land any fence:
- (a) unless the material used in construction of any fence is colourbond fencing in Riversand colour and is to a height not more than 1.8 metres;
  - (b) for front boundaries no fence will be permitted;
  - (c) for side boundaries unless the fence is raked to a height of not more than 1200 millimetres from 1 metre behind the front building line of the dwelling to the front boundary line;
3. Not to permit or allow the naturestrip to become unkempt or untidy.
4. No driveway or pedestrian pathway will be covered in materials other than brick, concrete or other similar sealed material and will be completed prior to the occupation of the dwelling.
5. No prefabricated dwelling house shall be erected on the Land or any part of it and no constructed house or partly constructed house may be moved onto the Land.
6. Not to use or suffer to have used or permit the said land to be used for the following purposes:
- (a) panel beating;
  - (b) motor vehicle repairs.
7. Not to permit or allow the Land hereby transferred to become or remain in an unsightly, untidy, unclean or unwholesome condition or appearance or be used in any manner which constitutes an annoyance, nuisance or disturbance to the registered proprietor or proprietors and occupiers for the time being of the Land comprised in the Plan.
8. Not to further subdivide the Land hereby transferred.
9. Not to park or allow to be parked any vehicles, including cars, trucks, motor bikes, boats, trailers, buses, caravans and recreational vehicles on any nature strip or front yard.
10. Not to allow any water tanks installed on the Land to be located in front of the front building line of the dwelling and to ensure that any water tank is screened so as not to be visible from the street.




**LEGEND**

-  Residential Housing
-  Medium Density Housing (<300sqm)
-  Drainage and Open Space Reserve
-  Indicative Road Network
-  Title Boundary
-  Indicative creek
-  Potential Commercial Centre
-  Future intersection treatment (possible roundabout)

**Notes:**

- Linkages to existing road, bicycle and pedestrian infrastructure to be supplied to the satisfaction of Council.

Planning and Environment Act 1987  
**BALLARAT PLANNING SCHEME**  
 This document is endorsed as forming part of the Planning Scheme  
 Planning Permit No **DPO7**  
 Signed   
 Authorised Officer for and on behalf of the  
**BALLARAT CITY COUNCIL**  
 Date **13/12/2011**  
 pg 1 of 2

Indicative alignment of future western arterial road. (Existing seal will long term be one way Service Road to the south.)

Existing Farming Zone  
 Future Residential (B.W.L.S.P.)

Farming Zone (B.W.L.S.P.)

Future Land Use (Subject to Further Investigation)



**development plan 03**  
 the chase, cuthberts road, alfredton



drawn	RMH	approved	PMC
scale	1:4000	date	12.08.11
drawing	CH00-DPO3	rev	TP1



DRAWING NOTES  
 VERIFY ALL DIMENSIONS PRIOR TO ORDERING OR SHOP FABRICATION  
 ALL WORKS AND MATERIALS ARE TO COMPLY WITH THE BCA AND AUSTRALIAN STANDARDS

ISSUE	DATE	AMENDMENT
#01	08/11/2011	CHECKED AND ISSUED FOR TOWN PLANNING (LJ)

DEVELOPMENT ANALYSIS

	LOT SIZE (m2)	BUILDING AREA (m2)	LIVING AREA (m2)	BEDROOMS	GARAGE
TH01	248.20 m2	116.92m2	92.85m2	2	1
TH02	243.40 m2	116.92m2	92.85m2	2	1 + 1 space
TH03	222.32 m2	114.69m2	87.97m2	2	1
TH04	215.26 m2	114.69m2	87.97m2	2	1
TH05	215.74 m2	114.69m2	87.97m2	2	1
TH06	222.32 m2	114.69m2	87.97m2	2	1
TH07	263.25 m2	116.92m2	92.85m2	2	1 + 1 space
TH08	222.32 m2	114.69m2	87.97m2	2	1
TH09	227.09 m2	114.69m2	87.97m2	2	1
TH10	217.24 m2	114.69m2	87.97m2	2	1
TH11	217.24 m2	114.69m2	87.97m2	2	1
TH12	235.19 m2	118.22m2	89.27m2	2	1
TH13	216.36m2	114.69m2	87.97m2	2	1
TH14	280.50m2	163.47m2	123.00m2	4	2
TH15	278.89m2	163.47m2	123.00m2	4	2
TH16	252.17m2	164.36m2	123.53m2	4	2
TH17	212.67m2	152.65m2	112.18m2	3	2
TH18	251.85m2	162.74m2	122.00m2	4	2
TH19	240.53m2	123.16m2	95.64m2	2	1
TH20	195.77m2	126.92m2	96.68m2	2	1
TH21	212.67m2	152.97m2	112.23m2	3	2
TH22	212.67m2	152.57m2	112.10m2	3	2
TH23	212.67m2	152.57m2	112.10m2	3	2
TH24	285.12m2	163.47m2	123.00m2	4	2



Planning and Environment Act 1987  
 BALLARAT PLANNING SCHEME  
 This document is endorsed as forming part

Planning Scheme No. DPO7

Signed *[Signature]*  
 Authorised Officer for and on behalf of the  
 BALLARAT CITY COUNCIL

Date 13/12/2011

pg 2 of 2

CHASE ESTATE  
 STAGE 19

CHASE ESTATE  
 STAGE 20



DEVELOPMENT SITE ANALYSIS

SCALE 1:500 (A3)



T 5332 3397  
 Level 1 / 214 Main Street Ballarat  
 PO BOX 627 Ballarat Victoria 3353  
 www.projectnow.net.au

DEVELOPMENT SITE ANALYSIS  
 CORNER DYSON DRIVE & CUTHBERTS ROAD, CHASE ESTATE ALFREDTON

PREPARED FOR MACNEIL GROUP PTY LTD, PO BOX 323 WENDOUREE 3355

PROJECT NUMBER:	2011-081	DRAWING NUMBER:	TP-02
DATE:	NOVEMBER 2011	ISSUED:	FOR APPROVAL
DRAWN BY:	J.HOPGOOD	SHEET:	3 OF 07
CHECKED BY:	L.JENNINGS	SCALE:	1:500 @ A3

REGISTERED BUILDING PRACTITIONER - LUKE JENNINGS DP-AD 30593

# Request to Amend an Endorsed Development Plan Overlay (DPO7 - Cuthberts Rd Alfredton)



CITY OF BALLARAT

## Delegated Officers Report

### APPLICATION DETAILS

Responsible Officer: Jade Erwin

<b>Permit No:</b>	Related to PLP/2009/530, PLP/2009/535, PLP/2008/279/A, Referenced as drawing CH00-DP03 rev TP1
<b>Applicant:</b>	Macneil Group
<b>Address:</b>	Corner Cuthberts Road and Dyson Drive, Alfredton
<b>Proposal:</b>	Request to amend an Endorsed Development Plan (DPO7 – Cuthberts Road, Alfredton)
<b>Zoning:</b>	Residential 1 Zone
<b>Overlays:</b>	Development Plan Overlay (DPO7)
<b>Date Received:</b>	13-Sep-2011
<b>Date of Report:</b>	28-Sep-2011
<b>Covenant or S173:</b>	N/A
<b>CHMP required:</b>	N/A
<b>Recommendation</b>	Approve amended Development Plan

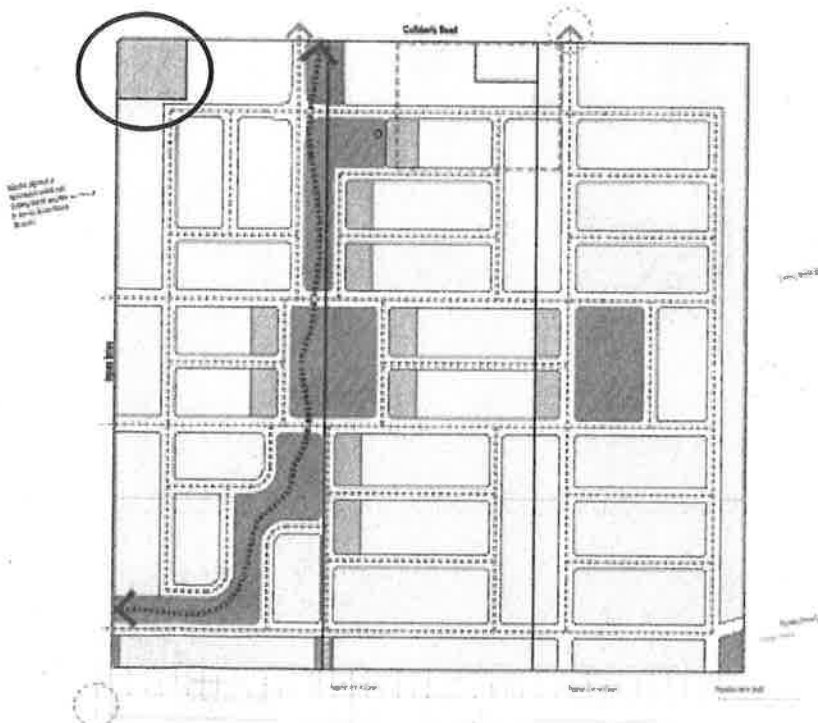
### PROPOSAL

The proposal seeks to amend Development Plan 2 associated with the Development Plan Overlay – Schedule 7 (DPO7) (Chase Estate).

The amendments sought are:

- Addition of a medium density housing site in the northwest corner of the site (approx 6830 square metre area).

Refer to plan below:





City of Ballarat

PO Box 655  
Ballarat Vic 3353  
AUSTRALIA

Telephone: 03 5320 5500  
Facsimile: 03 5333 4061



ABN: 37 601 599 422

Macneil Group  
C/- Paul McCuskey  
PO Box 323  
WENDOUREE VIC 3355

Date: 13 December 2011

Our Ref:

Your Ref:

Enquiries: 03 5320 5697

Writer's 03 5320 5825  
Direct Fax:

Dear Sir/Madam

**Re: DEVELOPMENT PLAN OVERLAY, SCHEDULE 7 – VERSION 3  
CHASE ESTATE, ALFREDTON**

Please find enclosed copy of amended endorsed development plan for the Chase Estate, Alfredton.

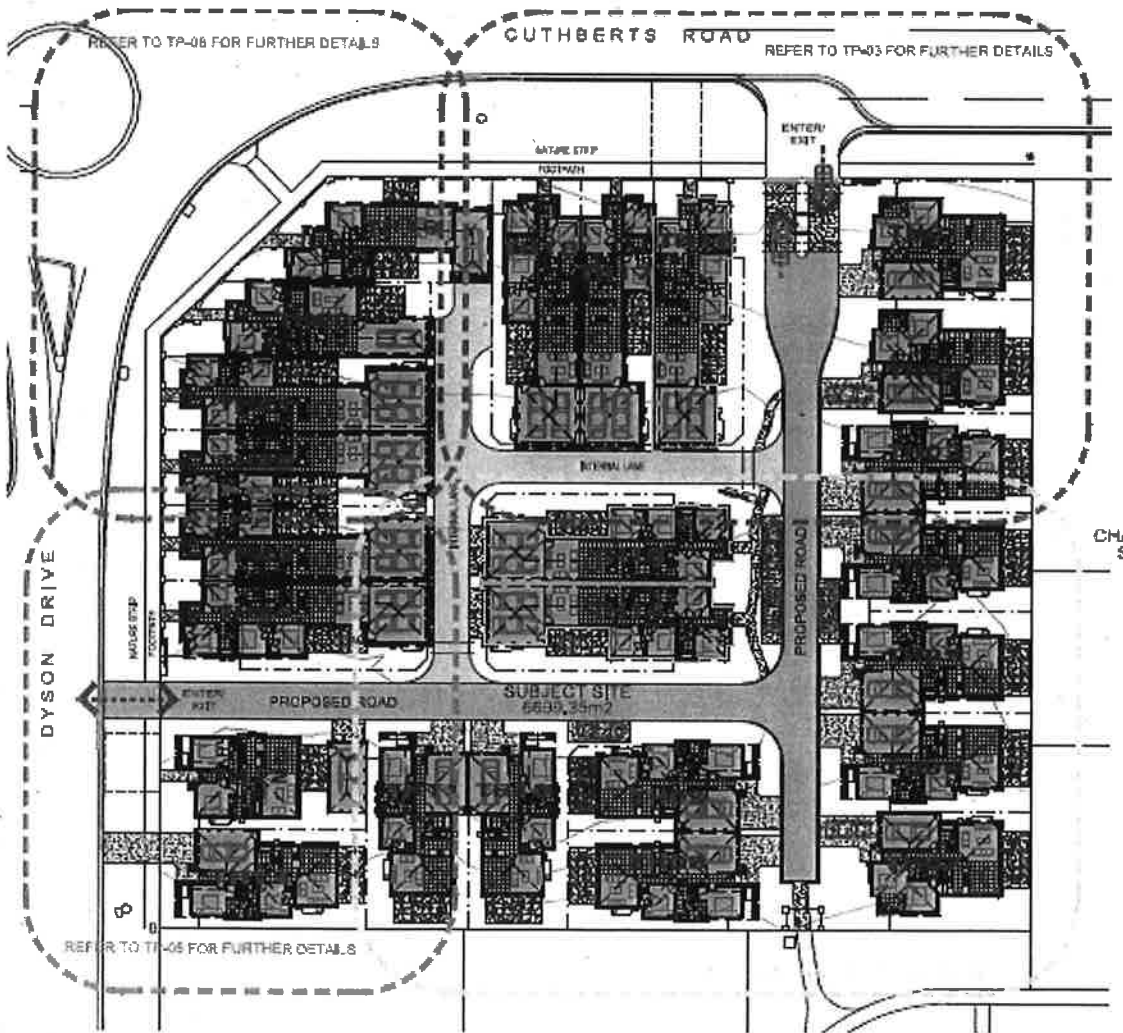
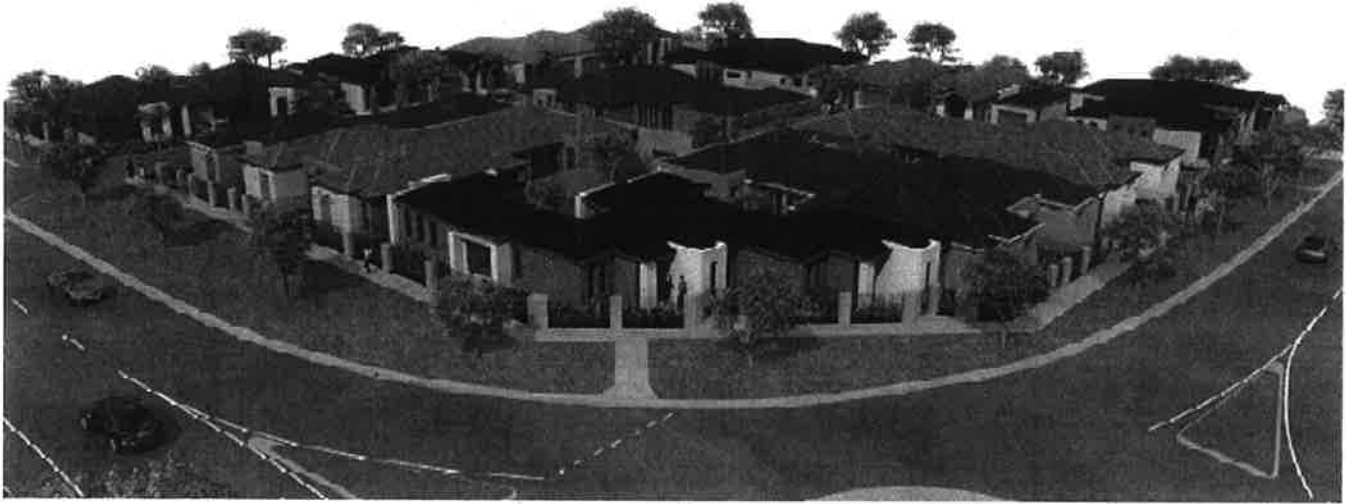
Should you have any further questions in relation to this matter, please contact Jade Erwin on Ph: 03 5320 5827 or email [jadeerwin@ballarat.vic.gov.au](mailto:jadeerwin@ballarat.vic.gov.au).

Yours faithfully

Jade Erwin  
Statutory Planner



Supporting documentation showing how the new medium density development may be implemented is shown below:



## REFERRALS

The amended plans were not referred externally under Section 55.

### Traffic and Transport Department

The amended plans were informally referred to Council's Traffic and Transport Department who provided the following comments:

*"The amendment proposal is in line with the meeting agreement struck with MacNeil Group (9/9/2011) and supports the prevention of direct access to/from Cuthberts Road & Dyson Drive (S/E sector of the intersection).*

*It is intended that access to the site will be facilitated "internally" via The Chase as a result of the amendment.*

*The proposed amendment to the Development Plan is therefore supported by the Traffic & Transport Unit."*

## **PUBLIC NOTIFICATION**

The Planning Scheme does not make provision for notification of amended development plans. Clause 43.04-2 specifically exempts such plans from the notification and associated third party appeal rights provisions of the Act. The original Development Plan was circulated for comment, and comments were received from some residents north of Cuthberts Road in relation to access points from the development onto Cuthberts Road. These access points are not changed in the amended Development Plan.

Clause 43.04-3 states that the Development Plan may be amended to the satisfaction of the Responsible Authority.

The Development Plan has been amended previously in May 2010 without being re-advertised. In addition, Integra have placed covenants on all lots abutting the proposed medium density site preventing them from objecting to any proposed medium density development on the site.

## **ASSESSMENT**

- The proposal to change this area into a medium density site is designed to enable access to the lots through the Chase Estate which will reduce the number of required access points onto Dyson Drive and Cuthberts Road. This is particularly important in this location given the proximity to the proposed roundabout on Dyson Drive/Cuthberts Road which is a major intersection as per the Ballarat West Growth Plan.
- In addition, the medium density area along the major road route will ensure excellent access to public transport for the medium density development which is supported by planning policy.
- The medium density development will help maximise infrastructure use and provide for a greater range of housing choices and options for the future community of Ballarat.

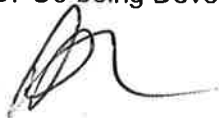
## **CONCLUSION**

The amended proposal is considered to accord with the relevant decision guidelines of the Ballarat Planning Scheme, including Clause 43.04, the associated schedule DPO7 and Clause 65 of the General Provisions as they accord with and meet the relative requirements in each section.

The drawing referenced CH00-DPO3 being Development Plan 3 be endorsed.



Jade Erwin



Andrew Bishop

# Request to Amend an Endorsed Development Plan Overlay (DPO7 - Cuthberts Rd Alfredton)



CITY OF  
BALLARAT

## Delegated Officers Report

### APPLICATION DETAILS

Responsible Officer: Jade Erwin

<b>Permit No:</b>	Related to PLP/2009/530, PLP/2009/535, PLP/2008/279/A, Referenced as drawing CH00-DP03 rev TP1
<b>Applicant:</b>	Macneil Group
<b>Address:</b>	Corner Cuthberts Road and Dyson Drive, Alfredton
<b>Proposal:</b>	Request to amend an Endorsed Development Plan (DPO7 – Cuthberts Road, Alfredton)
<b>Zoning:</b>	Residential 1 Zone
<b>Overlays:</b>	Development Plan Overlay (DPO7)
<b>Date Received:</b>	13-Sep-2011
<b>Date of Report:</b>	28-Sep-2011
<b>Covenant or S173:</b>	N/A
<b>CHMP required:</b>	N/A
<b>Recommendation</b>	Approve amended Development Plan

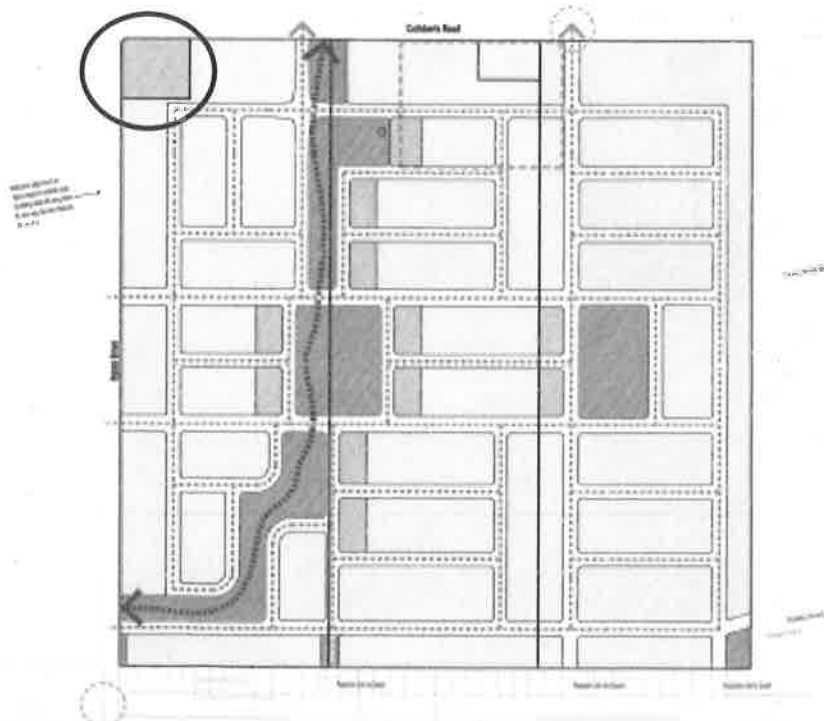
### PROPOSAL

The proposal seeks to amend Development Plan 2 associated with the Development Plan Overlay – Schedule 7 (DPO7) (Chase Estate).

The amendments sought are:

- Addition of a medium density housing site in the northwest corner of the site (approx 6830 square metre area).

Refer to plan below:





Supporting documentation showing how the new medium density development may be implemented is shown below:



## REFERRALS

The amended plans were not referred externally under Section 55.

### Traffic and Transport Department

The amended plans were informally referred to Council's Traffic and Transport Department who provided the following comments:

*"The amendment proposal is in line with the meeting agreement struck with MacNeil Group (9/9/2011) and supports the prevention of direct access to/from Cuthberts Road & Dyson Drive (S/E sector of the intersection).*

*It is intended that access to the site will be facilitated "internally" via The Chase as a result of the amendment.*

*The proposed amendment to the Development Plan is therefore supported by the Traffic & Transport Unit."*

## **PUBLIC NOTIFICATION**

The Planning Scheme does not make provision for notification of amended development plans. Clause 43.04-2 specifically exempts such plans from the notification and associated third party appeal rights provisions of the Act. The original Development Plan was circulated for comment, and comments were received from some residents north of Cuthberts Road in relation to access points from the development onto Cuthberts Road. These access points are not changed in the amended Development Plan.

Clause 43.04-3 states that the Development Plan may be amended to the satisfaction of the Responsible Authority.

The Development Plan has been amended previously in May 2010 without being re-advertised. In addition, Integra have placed covenants on all lots abutting the proposed medium density site preventing them from objecting to any proposed medium density development on the site.

## **ASSESSMENT**

- The proposal to change this area into a medium density site is designed to enable access to the lots through the Chase Estate which will reduce the number of required access points onto Dyson Drive and Cuthberts Road. This is particularly important in this location given the proximity to the proposed roundabout on Dyson Drive/Cuthberts Road which is a major intersection as per the Ballarat West Growth Plan.
- In addition, the medium density area along the major road route will ensure excellent access to public transport for the medium density development which is supported by planning policy.
- The medium density development will help maximise infrastructure use and provide for a greater range of housing choices and options for the future community of Ballarat.


## **CONCLUSION**

The amended proposal is considered to accord with the relevant decision guidelines of the Ballarat Planning Scheme, including Clause 43.04, the associated schedule DPO7 and Clause 65 of the General Provisions as they accord with and meet the relative requirements in each section.

The drawing referenced CH00-DPO3 being Development Plan 3 be endorsed.



Jade Erwin



Andrew Bishop

## Jade Erwin

---

**From:** Hamish Lampp  
**Sent:** Wednesday, 7 December 2011 9:01 PM  
**To:** Jade Erwin  
**Cc:** 'Paul McCuskey'  
**Subject:** FW: Corner of Dyson Drive and Cuthberts Road, Alfredton -- CONCEPT PLANS

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Jade please process as per standard delegation procedure, we have no objection or call up from crs.

---

**From:** Paul McCuskey [mailto:paul@macneilgroup.com.au]  
**Sent:** Wednesday, 7 December 2011 11:07 AM  
**To:** Hamish Lampp  
**Cc:** Jade Erwin  
**Subject:** RE: Corner of Dyson Drive and Cuthberts Road, Alfredton -- CONCEPT PLANS

Thanks Hamish,

We never really contemplated retaining the existing dwelling when we changed the design into accommodate a full medium density outcome. The requirement to service the site from an internal road, and therefore reduce access points, means we can't work around the existing house and therefore it will be demolished up front.

In our experience, what we have found on these full build out medium density projects (e.g.: callow, aspect etc.), that it is best to complete all the civil works all up front, this ensures that the access points and services are fully constructed and the sites can be more easily and safely managed during construction.

The dwellings would then be completed on the finished site on a stage by stage basis, Initially we envisage 4 stages, indicative stage layouts are shown in the coloured circles on TP2. From a statutory point of view, we would normally complete the infrastructure, get a section 173 to tie the development to the compliance to enable the issue of titles and then work through the building program as sales progress.

The earlier subdivision application anticipated a traditional lot subdivision with multiple access points to Cuthberts and Dysons Roads, leaving the existing dwelling accessed from the rear to be developed eventually as a medium density site (see attached). But as you know we struck issues on traffic management and the fact the DPO didn't allow for the future development of the house site. That was all shelved at request of Council who was in favour of a medium density outcome across the entire site to achieve a better result in regards to traffic management.

Even though the process has been a bit drawn out I must say I think a much better result on all fronts.

Thanks for the quick response, please let me know if you need anything else.

Regards

**Paul McCuskey**  
Director



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---

**From:** Hamish Lampp [<mailto:hamishlampp@ballarat.vic.gov.au>]  
**Sent:** Wednesday, 7 December 2011 10:03 AM  
**To:** Paul McCuskey  
**Cc:** Jade Erwin  
**Subject:** RE: Corner of Dyson Drive and Cuthberts Road, Alfredton -- CONCEPT PLANS

Thanks Paul – just before I circulate and just to clarify, in respect to the existing residence from my understanding this was being retained in early stages while development was to occur abutting to the west and north - is that right? Can you just describe how that staging will occur with respect to that retained residence, ie. which lots are to be developed whilst the residence remains. (I don't have the earlier plans in front of me to be able to compare and contrast).

Once I have this information I will circulate without delay and will then advise on timelines.

There is little doubt that the revised internalised access arrangement, away from the two arterials, is a significantly improved access outcome.

---

**From:** Paul McCuskey [<mailto:paul@macneilgroup.com.au>]  
**Sent:** Wednesday, 7 December 2011 9:39 AM  
**To:** Hamish Lampp  
**Cc:** Jade Erwin  
**Subject:** FW: Corner of Dyson Drive and Cuthberts Road, Alfredton -- CONCEPT PLANS

Hi Hamish,

Please find attached concept plans for the corner of Dyson Drive and Cuthberts Rd Alfredton.

I would appreciate if you could consider this site to be included as a medium density site as part of the Chase Development Plan Overlay as previously requested.

I will drop three hard copies to Jade at the Phoenix this morning, please do not hesitate to contact me should you have any queries.

Regards

**Paul McCuskey**  
Director



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**LEGEND**

- Residential Housing
- Medium Density Housing (<300sqm)
- Drainage and Open Space Reserve
- Indicative Road Network
- Title Boundary
- Indicative creek
- Potential Commercial Centre
- Future intersection treatment (possible roundabout)

**Notes:**

- Linkages to existing road, bicycle and pedestrian infrastructure to be supplied to the satisfaction of Council.

Planning and Environment Act 1987  
**BALLARAT PLANNING SCHEME**  
 This document is endorsed as forming part of the Planning Permit No. **DPO7**  
 Signed   
 Authorised Officer for and on behalf of the  
**BALLARAT CITY COUNCIL**  
 Date **13/12/2011**  
 pg 1 of 2

Indicative alignment of future western arterial road. (Existing seal will long term be one way Service Road to the south.)

Existing Farming Zone  
 Future Residential  
 (B.W.L.S.P.)


Farming Zone  
 (B.W.L.S.P.)

Future Land Use  
 (Subject to Further Investigation)



**development plan 03**  
 the chase, cuthberts road, alfredton





Drawn	RMH	approved	PMC
Scale	1:4000	date	12.08.11
Drawing	CH00-DPO3	by	TP1



DRAWING NOTES  
 VERIFY ALL DIMENSIONS PRIOR TO  
 ORDERING OR SHOP FABRICATION  
 ALL WORKS AND MATERIALS ARE TO COMPLY  
 WITH THE BCA AND AUSTRALIAN STANDARDS

ISSUE	DATE	AMENDMENT
001	30/11/2011	CHECKED AND ISSUED FOR TOWN PLANNING (L.J.)

DEVELOPMENT ANALYSIS					
	LOT SIZE (m <sup>2</sup> )	BUILDING AREA (m <sup>2</sup> )	LIVING AREA (m <sup>2</sup> )	BEDROOMS	GARAGE
TH01	248.20 m <sup>2</sup>	116.92m <sup>2</sup>	92.85m <sup>2</sup>	2	1
TH02	243.40 m <sup>2</sup>	116.92m <sup>2</sup>	92.85m <sup>2</sup>	2	1 + 1 space
TH03	222.32 m <sup>2</sup>	114.69m <sup>2</sup>	87.97m <sup>2</sup>	2	1
TH04	215.26 m <sup>2</sup>	114.69m <sup>2</sup>	87.97m <sup>2</sup>	2	1
TH05	215.74 m <sup>2</sup>	114.69m <sup>2</sup>	87.97m <sup>2</sup>	2	1
TH06	222.32 m <sup>2</sup>	114.69m <sup>2</sup>	87.97m <sup>2</sup>	2	1
TH07	263.25 m <sup>2</sup>	116.92m <sup>2</sup>	92.85m <sup>2</sup>	2	1 + 1 space
TH08	222.32 m <sup>2</sup>	114.69m <sup>2</sup>	87.97m <sup>2</sup>	2	1
TH09	227.09 m <sup>2</sup>	114.69m <sup>2</sup>	87.97m <sup>2</sup>	2	1
TH10	217.24 m <sup>2</sup>	114.69m <sup>2</sup>	87.97m <sup>2</sup>	2	1
TH11	217.24 m <sup>2</sup>	114.69m <sup>2</sup>	87.97m <sup>2</sup>	2	1
TH12	235.19 m <sup>2</sup>	118.22m <sup>2</sup>	89.27m <sup>2</sup>	2	1
TH13	216.36m <sup>2</sup>	114.69m <sup>2</sup>	87.97m <sup>2</sup>	2	1
TH14	280.50m <sup>2</sup>	163.47m <sup>2</sup>	123.00m <sup>2</sup>	4	2
TH15	278.89m <sup>2</sup>	163.47m <sup>2</sup>	123.00m <sup>2</sup>	4	2
TH16	252.17m <sup>2</sup>	164.36m <sup>2</sup>	123.53m <sup>2</sup>	4	2
TH17	212.67m <sup>2</sup>	152.65m <sup>2</sup>	112.18m <sup>2</sup>	3	2
TH18	251.85m <sup>2</sup>	162.74m <sup>2</sup>	122.00m <sup>2</sup>	4	2
TH19	240.53m <sup>2</sup>	123.16m <sup>2</sup>	95.64m <sup>2</sup>	2	1
TH20	195.77m <sup>2</sup>	126.92m <sup>2</sup>	96.68m <sup>2</sup>	2	1
TH21	212.67m <sup>2</sup>	152.97m <sup>2</sup>	112.23m <sup>2</sup>	3	2
TH22	212.67m <sup>2</sup>	152.57m <sup>2</sup>	112.10m <sup>2</sup>	3	2
TH23	212.67m <sup>2</sup>	152.57m <sup>2</sup>	112.10m <sup>2</sup>	3	2
TH24	265.12m <sup>2</sup>	163.47m <sup>2</sup>	123.00m <sup>2</sup>	4	2



Planning and Environment Act 1987  
 BALLARAT PLANNING SCHEME  
 This document is endorsed as forming part

Development No **DPO7**  
 Signed *[Signature]*  
 Authorised Officer for and on behalf of the  
 BALLARAT CITY COUNCIL  
 Date **13/12/2011**

pg 2 of 2

CHASE ESTATE  
 STAGE 19

CHASE ESTATE  
 STAGE 20



DEVELOPMENT SITE ANALYSIS

SCALE 1:500 (A3)



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DEVELOPMENT SITE ANALYSIS  
 CORNER DYSON DRIVE & CUTHBERTS ROAD, CHASE ESTATE ALFREDTON

PREPARED FOR MACNEIL GROUP PTY LTD, PO BOX 323 WENDOUREE 3355

PROJECT NUMBER:	2011-081	DRAWING NUMBER:	TP-02
DATE:	NOVEMBER 2011	ISSUED:	FOR APPROVAL
DRAWN BY:	J.HOPGOOD	SHEET:	3 OF 07
CHECKED BY:	L.JENNINGS	SCALE:	1:500 @ A3

REGISTERED BUILDING PRACTITIONER - LUKE JENNINGS DP-AD 30593



DRAWING NOTES  
 VERIFY ALL DIMENSIONS PRIOR TO  
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ISSUE	DATE	AMENDMENT
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LOCATION PLAN

NORTH

SCALE N.T.S. (A3)

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LOCATION PLAN  
 CORNER DYSON DRIVE & CUTHBERTS ROAD, CHASE ESTATE ALFREDTON  
 PREPARED FOR MACNEIL GROUP PTY LTD, PO BOX 323 WENDOUREE 3355

PROJECT NUMBER:	2011-081	DRAWING NUMBER:	TP-01
DATE:	NOVEMBER 2011	ISSUED:	FOR APPROVAL
DRAWN BY:	J.HOPGOOD	SHEET:	2 OF 07
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ISSUE	DATE	AMENDMENT
#01	30/11/2011	CHECKED AND ISSUED FOR TOWN PLANNING (L.J.)

**PROPOSED MEDIUM DENSITY DEVELOPMENT**  
**CORNER DYSON DRIVE & CUTHBERTS ROAD, CHASE ESTATE, ALFREDTON**  
 PREPARED FOR MACNEIL GROUP PTY LTD, PO BOX 323 WENDOUREE 3355



**TOWN PLANNING DRAWINGS**

PROJECT OUTLINE	
TP-00	COVER PAGE
TP-01	LOCATION PLAN
TP-02	DEVELOPMENT SITE ANALYSIS
TP-03	SITE DEVELOPMENT PLAN
TP-04	SITE DEVELOPMENT PLAN
TP-05	SITE DEVELOPMENT PLAN
TP-06	SITE DEVELOPMENT PLAN



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**COVER PAGE**  
**CORNER DYSON DRIVE & CUTHBERTS ROAD, CHASE ESTATE ALFREDTON**  
 PREPARED FOR MACNEIL GROUP PTY LTD, PO BOX 323 WENDOUREE 3355

PROJECT NUMBER:	2011-081	DRAWING NUMBER:	TP-00
DATE:	NOVEMBER 2011	ISSUED:	FOR APPROVAL
DRAWN BY:	J.HOPGOOD	SHEET:	1 OF 07
CHECKED BY:	L.JENNINGS	SCALE:	-

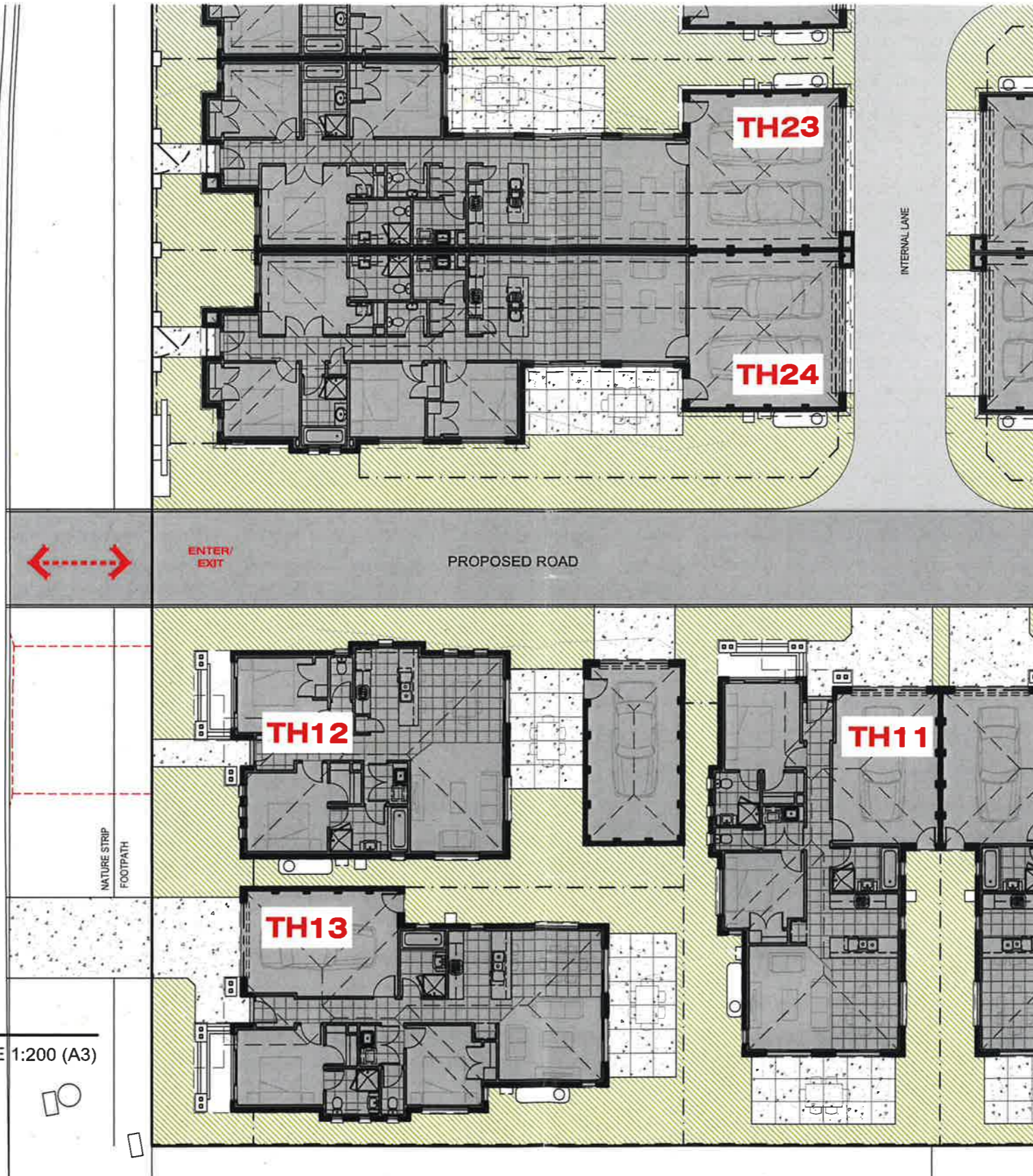
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ISSUE	DATE	AMENDMENT
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DYSON DRIVE



SITE DEVELOPMENT PLAN

SCALE 1:200 (A3)

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SITE DEVELOPMENT PLAN  
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PROJECT NUMBER:	2011-081	DRAWING NUMBER:	TP-05
DATE:	NOVEMBER 2011	ISSUED:	FOR APPROVAL
DRAWN BY:	J.HOPGOOD	SHEET:	6 OF 07
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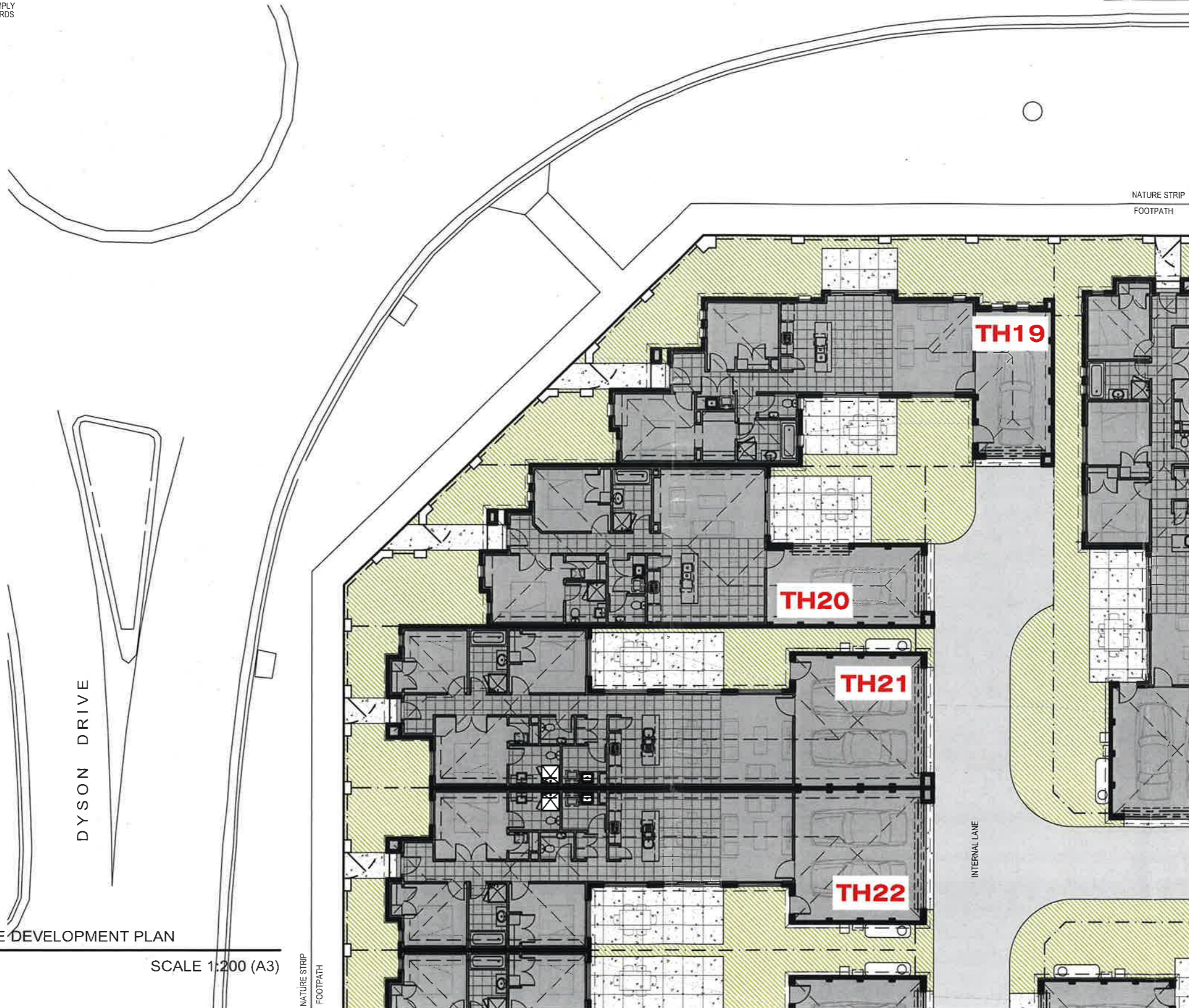
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CUTHBERTS ROAD



SITE DEVELOPMENT PLAN

SCALE 1:200 (A3)

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SITE DEVELOPMENT PLAN  
 CORNER DYSON DRIVE & CUTHBERTS ROAD, CHASE ESTATE ALFREDTON  
 PREPARED FOR MACNEIL GROUP PTY LTD, PO BOX 323 WENDOUREE 3355

PROJECT NUMBER:	2011-081	DRAWING NUMBER:	TP-06
DATE:	NOVEMBER 2011	ISSUED:	FOR APPROVAL
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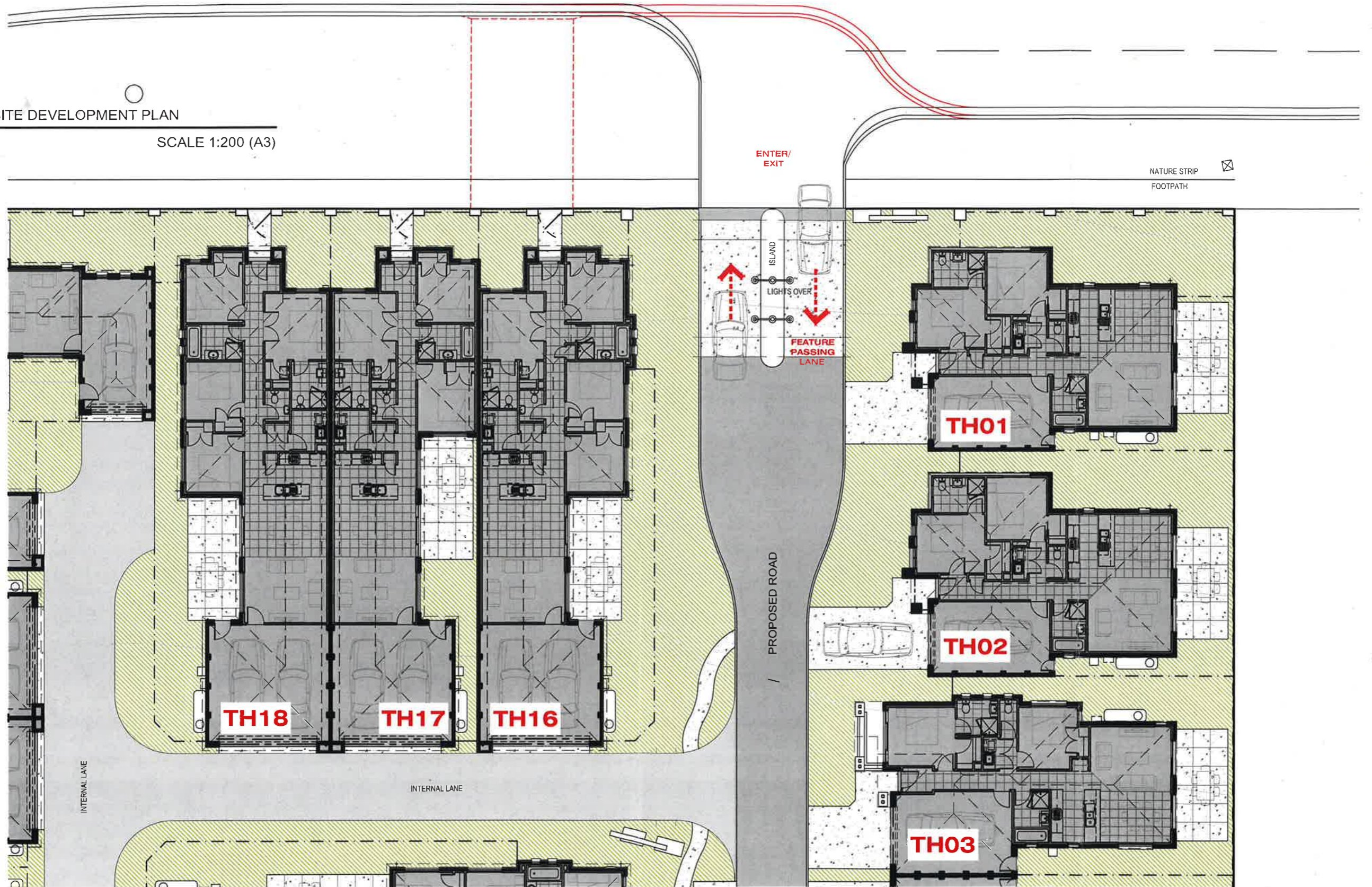
ISSUE	DATE	AMENDMENT
#01	30/11/2011	CHECKED AND ISSUED FOR TOWN PLANNING (L.J.)

CUTHBERTS ROAD



SITE DEVELOPMENT PLAN

SCALE 1:200 (A3)



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SITE DEVELOPMENT PLAN  
 CORNER DYSON DRIVE & CUTHBERTS ROAD, CHASE ESTATE ALFREDTON

PREPARED FOR MACNEIL GROUP PTY LTD, PO BOX 323 WENDOUREE 3355

PROJECT NUMBER:	2011-081	DRAWING NUMBER:	TP-03
DATE:	NOVEMBER 2011	ISSUED:	FOR APPROVAL
DRAWN BY:	J.HOPGOOD	SHEET:	4 OF 07
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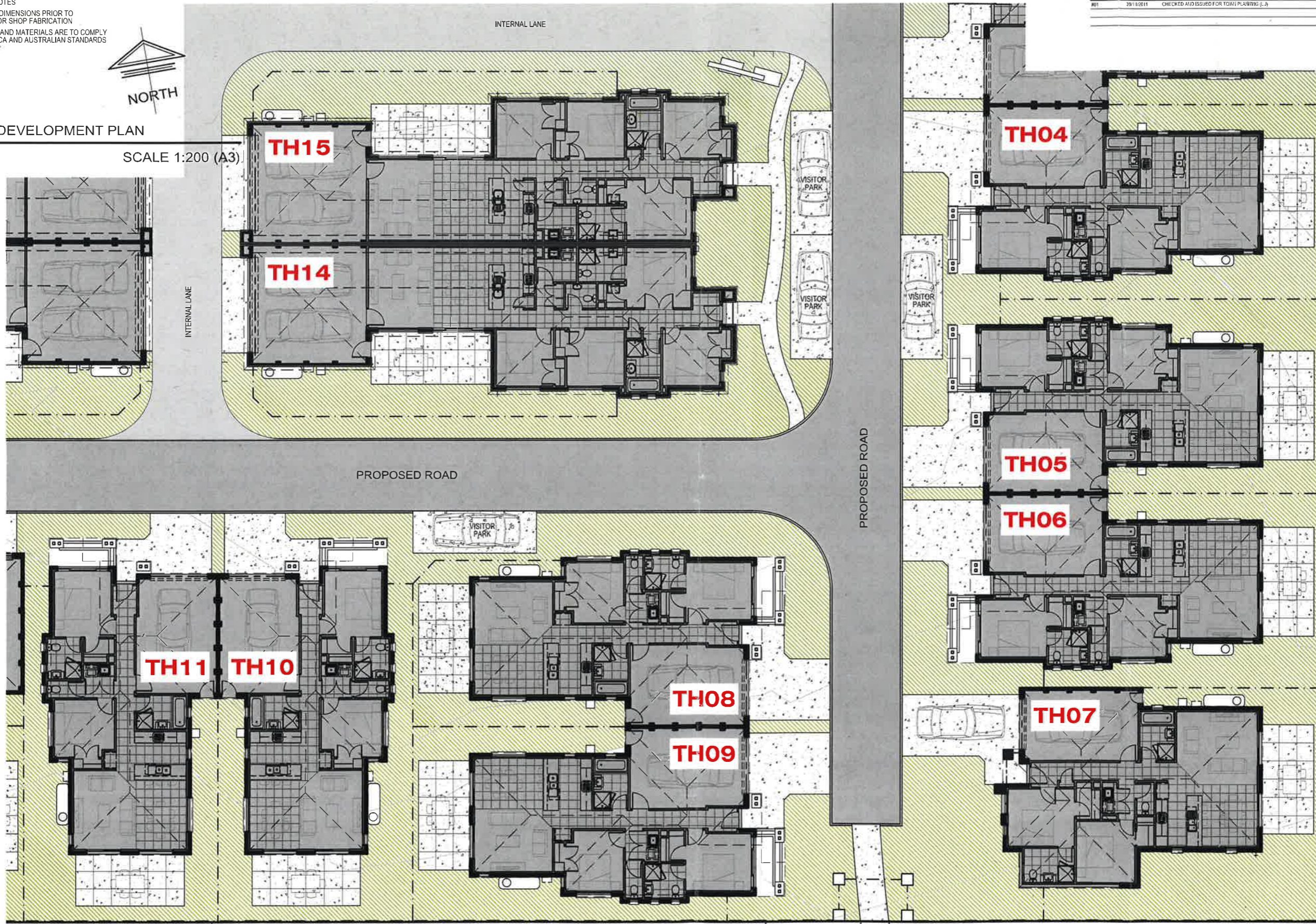


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ISSUE	DATE	AMENDMENT
001	29/11/2011	CHECKED AND ISSUED FOR TOWN PLANNING (L.J.)

SITE DEVELOPMENT PLAN

SCALE 1:200 (A3)



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SITE DEVELOPMENT PLAN  
 CORNER DYSON DRIVE & CUTHBERTS ROAD, CHASE ESTATE ALFREDTON  
 PREPARED FOR MACNEIL GROUP PTY LTD, PO BOX 323 WENDOUREE 3355

PROJECT NUMBER:	2011-081	DRAWING NUMBER:	TP-04
DATE:	NOVEMBER 2011	ISSUED:	FOR APPROVAL
DRAWN BY:	J.HOPGOOD	SHEET:	5 OF 07
CHECKED BY:	L.JENNINGS	SCALE:	1:200 @ A3

REGISTERED BUILDING PRACTITIONER - LUKE JENNINGS DP-AD 30593