

Our ref: 20683

30 August 2024

Mr. Robert Pringle  
Statutory Planning Coordinator  
East Gippsland Shire Council  
Via Email: [planning@egipps.vic.gov.au](mailto:planning@egipps.vic.gov.au)

Dear Robert,

**Re: Proposal to end Legal Agreement AD393357M in part  
Lots 1-13 (inclusive), 15 & 16 on PS524601B  
200 Wattle Point Road, Forge Creek**

On behalf of our clients, we request Council's consent to the ending of Legal Agreement AD393357M in part as currently registered on numerous titles.

We are of the understanding that the proposal to end Legal Agreement AD393357M in part is yet to proceed to notice. We wish to advise additional land owners have sought to be included within the proposal.

Legal Agreement AD393357M resulted from the issue of Planning Permit 40/2004/P, which approved further development of the land for tourist accommodation. The agreement was required to ensure the use and development of the land be undertaken in accordance with the approved Management Plan that applied to the land via separate previous agreements, to which agreement AD393357M superseded, after cancellation of the previous agreements. The Management Plan is included in Agreement AD393357M under Appendix 1.

A full copy of Agreement AD393357M is enclosed with this proposal to end the agreement in part.

It is acknowledged that should Council agree to end Agreement AD393357M in part, it will be on the basis that prior to the ending of the agreement as it applies to various lots, a new agreement will be drafted and entered into reflecting changes sought and include previous requirements that remain unaltered.

### Purpose for Removal and Background

Wattle Point Retreat consists of a number of landowners who own individual tourist lodges that have been developed on the property.

Wattle Point Retreat operates as a tourist accommodation rental business. Under the current Management Plan landowners have a choice to visit and stay in their lodge for a maximum of 180 days in a calendar year, with lodges then having to be available for public rental. The Retreat is operated by a manager in accordance with the requirements of Agreement AD393357M.



FS 520900



The tourist accommodation rental business subsidises landowner's costs in maintaining the Retreat and their lodges. Unfortunately, the Retreat due to restrictions on the business imposed by the Section 173 Agreement, has not been able to operate at full capacity.

This application seeks approval to end Agreement AD393357M in part, as opposed to amending the Agreement due to the regulatory difficulty of amending a Section 173 Agreement through the Titles Office.

We are of the understanding that the purpose of the Agreement, was to prevent permanent occupation of the lodges (by a single landowner) which would authorise a change in the use of the land to dwellings.

It is proposed to end the agreement in part to allow for:

- Accommodation to be rented to the general public (not for holiday accommodation only) for a period of no more than 180 days in a calendar year and provide on request of Council evidence of the number of days accommodated by persons.
- Allow for owners to enjoy their lodges for an unrestricted number of days, providing owners have a primary place of residence elsewhere and provide on request of Council evidence of the primary place of residence.
- The number of persons occupied on the site at any time increased from 50 persons to 84 persons.

A written assessment of the existing onsite wastewater system has been prepared by an engineer and is included with this application. The report concludes the existing site disposal system has the capacity to treat and dispose of wastewater for 84 persons for an entire month if all the beds available are occupied. The number of occupants is currently limited to 50 people at any time. The owners are seeking to increase the maximum number of occupants at any one time to 84.

The proposal seeks an increase in the number of guests that can be accommodated onsite at any one time to 80, and it was considered prudent to ensure the current wastewater disposal system was operating efficiently and effectively.

### The Proposal

The request to end the Agreement as it applies to the subject land is made pursuant to Section 178A(1)(b) of the *Planning & Environment Act 1987*.

Section 178A(2)(b) requires the application to be "accompanied by the information required by the regulations". In accordance with the requirements of Regulation 55 of the *Planning & Environment Regulations 2015* we provide the following requisite information:

**Regulation 55(a)** - we confirm the joint applicants for the request to end the Agreement are as follows:

Name	Address	Phone Number	Property Description
Liza Gazis C/- Motton & Gazis Property Investments Pty Ltd ATF M&G Unit Trust			Lot 1 on PS 524601B
Simon Towler			Lot 2 on PS 524601B
Amanda Mundy C/- The Training Consultant Pty Ltd			Lot 3 on PS 524601B
Paul James Gunn  David Steven Joiner  Amanda Mundy			Lot 4 on PS 524601B
Bonner Accounting Pty Ltd			Lot 5 on PS524601B
Barry & Jenny North			Lots 6, 7 and 13 on PS 524601B
Christopher & Helen King			Lot 8 on PS 524601B
Irene Wright			Lot 9 on PS 524601B
Amanda and Chris Mundy, Pam Goodall and Don Thornton			Lot 10 on PS 524601B

Name	Address	Phone Number	Property Description
Ray Ancilleri			Lot 11 on PS 524601B
Karyn Blake			Lot 12 on PS 524601B
Gregory Thomas Clayson and Jenny Maree Clayson			Lot 15 on PS 524601B
Andrew Robert Grinter			Lot 16 on PS524601B

C/- Crowther & Sadler Pty. Ltd of 152 Macleod Street, Bairnsdale, Victoria, 3875.  
Phone number for the Applicant is 5152 5011.

**Regulation 55(b)** – the Agreement AD393357M is to be ended

**Regulation 55(c)** - not applicable as the proposal does not seek to amend the Agreement.

**Regulation 55(d)(i)** – not applicable to the proposal does not seek to end part of the Agreement.

**Regulation 55(d)(ii)** – the proposal seeks to end the Agreement as applying to part of the land at 200 Wattle Point Road, Forge Creek.

The Agreement is to be ended as it applies to the following properties:

Lot	Plan of Subdivision
Lot 1	PS 524601B
Lot 2	PS 524601B
Lot 3	PS 524601B
Lot 4	PS 524601B
Lot 5	PS 524601B
Lot 6	PS 524601B
Lot 7	PS 524601B
Lot 8	PS 524601B
Lot 9	PS 524601B
Lot 10	PS 524601B
Lot 11	PS 524601B
Lot 12	PS 524601B
Lot 13	PS 524601B
Lot 15	PS 524601B
Lot 16	PS 524601B

**Regulation 55(d)(iii)** – the Agreement imposes unnecessary restriction on the land and conflicts with the listed owners desire to better utilise their properties.

To assist with Council's consideration of our request in accordance with Section 178B (2) of the Act, we are pleased to provide the following information.

### **Purpose of the Agreement**

We are of the understanding that the purpose of the Section 173 Agreement, apart from having to be entered into to satisfy condition 2 of Planning Permit 40/2004/P, was to prevent permanent occupation of the lodges (by a single landowner) which would changing the use of the land to dwellings.

### **Why the Agreement is no longer required**

The agreement is no longer required as it is currently drafted, due to the overly restrictive requirements, that denies lodge owners the ability to occupy and use their lodges in an unrestricted manner provided owners have a primary place of residence elsewhere and restricts the occupancy to 50 persons where the wastewater system has capacity for up to 84 persons.

### **Whether the ending of the agreement would disadvantage any person, whether or not a party to the agreement**

The ending of the Agreement will not give rise to any form of disadvantage to any other person.

### **The reasons why the responsible authority entered into the agreement**

The Agreement was appropriately entered into by Council at the time in accordance with conditions on Planning Permit 40/2004/P.

### **Any relevant permit or other requirements the land is subject to under the *Subdivision Act 1988***

None applicable.

### **Any other prescribed matter**

We are not aware of any other prescribed matter which is relevant to the request to end the Agreement as it applies to the subject land.

Section 178A(2)(c) of the Act requires an application of this type to be accompanied by the requisite fee as prescribed by the *Planning & Environment (Fees) Regulations 2016*.

Payment to the *East Gippsland Shire Council* in the amount of \$707.60 (Regulation 16) has been made at the time of the initial proposal to facilitate the processing of this request.

East Gippsland Shire Council

---

We trust this information provides sufficient detail to facilitate Council's commencement of the process associated with the ending of the Agreement as it applies to the subject land.

Regards,



RICHARD HOXLEY  
Principal Planner

*Encl. Copies of Title Lots 5, 6, 7, 8, 13, and 16 on PS 524601B  
Proposed Section 173 Agreement (Draft with track changes)*

**REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958** Page 1 of 2

---

VOLUME 10858 FOLIO 684

Security no : 124110545779X  
Produced 16/11/2023 09:28 AM

**LAND DESCRIPTION**

Lot 1 on Plan of Subdivision 524601B.  
PARENT TITLES :  
Volume 10130 Folio 323 to Volume 10130 Folio 339  
Volume 10273 Folio 804 to Volume 10273 Folio 805  
Volume 10312 Folio 917  
Created by instrument PS524601B 22/02/2005

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
MOTTON AND GAZIS PROPERTY INVESTMENTS PTY LTD  
AV555148Q 22/04/2022

**ENCUMBRANCES, CAVEATS AND NOTICES**

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987  
AD393357M 27/01/2005

**DIAGRAM LOCATION**

SEE PS524601B FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

-----END OF REGISTER SEARCH STATEMENT-----

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

Street Address: UNIT 1 200 WATTLE POINT ROAD FORGE CREEK VIC 3875

**ADMINISTRATIVE NOTICES**

NIL

**OWNERS CORPORATIONS**

**REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958** Page 2 of 2

---

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS524601B

DOCUMENT END



This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose other than its intended one. No copyright.

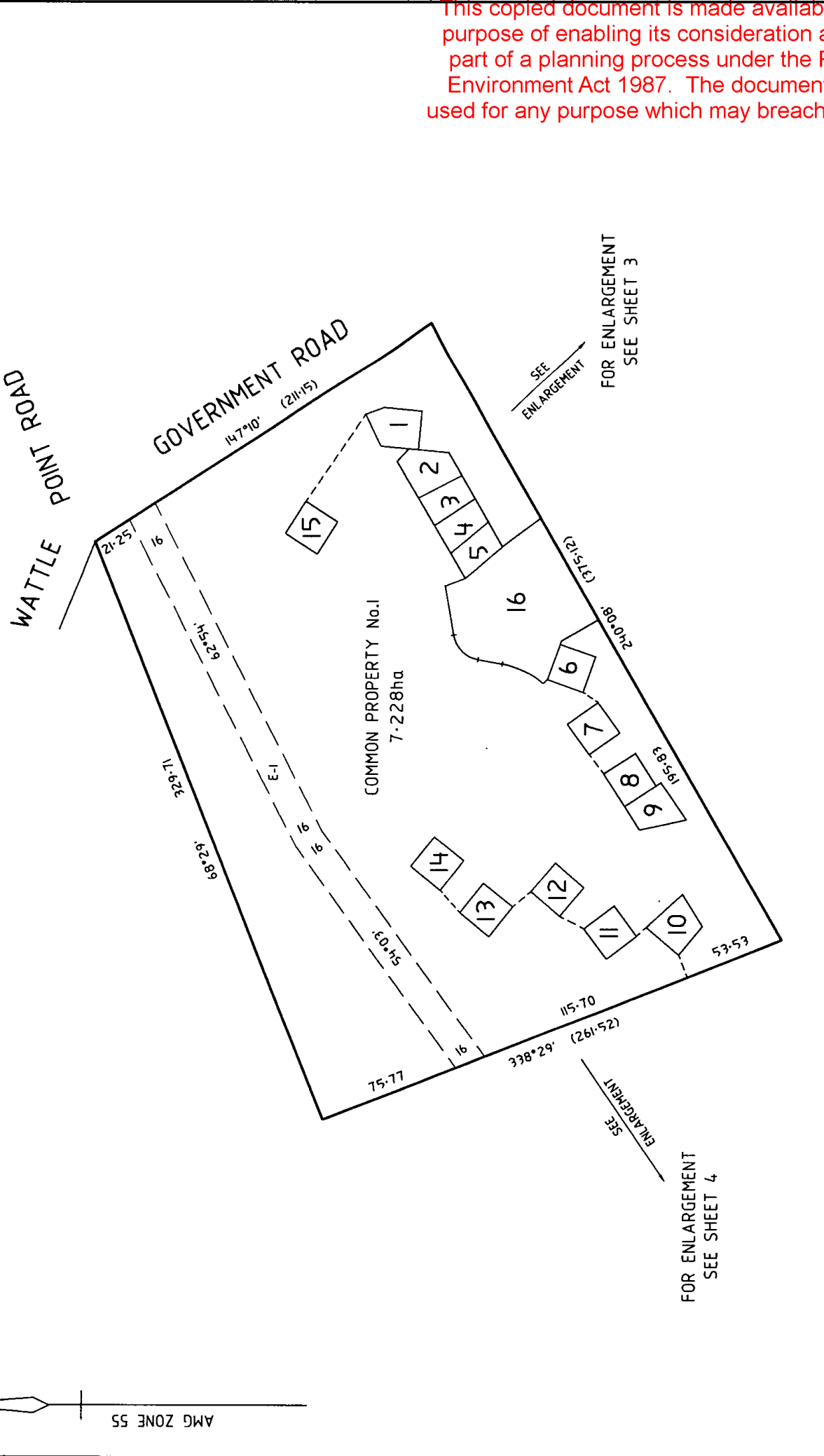
<b>PLAN OF SUBDIVISION</b>				STAGE No. <b>1</b>	LTO USE ONLY	PLAN NUMBER <b>PS 524601B</b>		
UNDER SECTION 32A OF THE SUBDIVISION ACT 1988				<b>EDITION 1</b>				
<b>LOCATION OF LAND</b>				<b>COUNCIL CERTIFICATION AND ENDORSEMENT</b>				
<b>PARISH:</b> GOON MURE <b>TOWNSHIP:</b> — <b>SECTION:</b> 25 <b>CROWN ALLOTMENT:</b> 11A <b>CROWN PORTION:</b> —  <b>TITLE REFERENCES:</b> VOL 10130 FOL's 323 TO 339 INCLUSIVE VOL 10273 FOL 804 VOL 10273 FOL 805 VOL 10312 FOL 917 <b>LAST PLAN REFERENCE:</b> LOTS 1 TO 17 & COMMON PROPERTY ON PS317141Q <b>POSTAL ADDRESS:</b> (At time of subdivision) WATTLE POINT ROAD, WATTLE POINT <b>AMG CO-ORDINATES:</b> (Of approx. centre of land in plan) E 554 300 N 5796 300 <b>ZONE:</b> 55				<b>COUNCIL NAME:</b> EAST GIPPSLAND SHIRE COUNCIL REF: 10/2004/CRT 1. This plan is certified under Section 6 of the Subdivision Act 1988. 2. <del>This plan is certified under Section 11(7) of the Subdivision Act 1988.</del> Date of original certification under Section 6 <del>/ /</del> 3. <del>This is a statement of compliance issued under Section 21 of the Subdivision Act 1988.</del>  <b>OPEN SPACE</b> (i) A requirement for public open space under Section 18 Subdivision Act 1988 <del>has /</del> has not been made. (ii) <del>The requirement has been satisfied.</del> (iii) <del>The requirement is to be satisfied in stage</del> Council Delegate Council seal  Date 15 / 06 / 04 Re-certified under Section 11(7) of the Subdivision Act 1988 — Council Delegate Council seal  Date / /				
<b>VESTING OF ROADS AND/OR RESERVES</b>				<b>NOTATIONS</b>				
IDENTIFIER	COUNCIL / BODY / PERSON						<b>STAGING</b> This <del>is</del> / is not a staged subdivision Planning Permit No	
NIL	NIL							
SURVEY: THIS PLAN IS / <del>IS NOT</del> BASED ON SURVEY THIS SURVEY IS CONNECTED TO PERMANENT MARK No(s)								
<b>EASEMENT INFORMATION</b>					LTO USE ONLY			
<b>LEGEND</b> A - Appurtenant Easement            E - Encumbering Easement            R - Encumbering Easement (Road)					STATEMENT OF COMPLIANCE / EXEMPTION STATEMENT			
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO THE LAND IN THIS PLAN					RECEIVED <input checked="" type="checkbox"/>			
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	DATE 24 / 1 / 05			
E-1	POWERLINE	16	THIS PLAN - SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000	TXU ELECTRICITY LTD.	LTO USE ONLY PLAN REGISTERED TIME 2:23pm DATE 22 / 2 / 05  K. B. Registrar of Titles			
<b>Crowthier &amp; Sadler Pty. Ltd.</b> LICENSED SURVEYORS & TOWN PLANNERS 162 MACLEOD STREET, BAIRNSDALE, VIC., 3875 TELEPHONE (03) 5162 6011					SHEET 1 OF 5 SHEETS			
					LICENSED SURVEYOR            MICHAEL JOSEPH SADLER		DATE 15 / 06 / 04	
SIGNATURE .....			DATE / /		COUNCIL DELEGATE SIGNATURE			
REF 10701			VERSION 2		ORIGINAL PLAN FILE NO. 10701			

This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright.

PLAN NUMBER  
**PS 524601B**

STAGE No. /

**PLAN OF SUBDIVISION**  
UNDER SECTION 32A OF THE SUBDIVISION ACT 1988



SEE ENLARGEMENT FOR ENLARGEMENT SEE SHEET 3

SEE ENLARGEMENT FOR ENLARGEMENT SEE SHEET 4

SHEET 2 OF 5 SHEETS

DATE / /

COUNCIL DELEGATE SIGNATURE

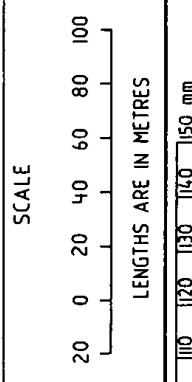
LICENSED SURVEYOR  
MICHAEL JOSEPH SADLER

SIGNATURE DATE / /

REF 10701 VERSION 2

ORIGINAL SHEET SIZE A3

SCALE 1:2000



**Crowther & Sadler Pty Ltd.**  
LICENSED SURVEYORS & TOWN PLANNERS  
152 MACLEOD STREET, BARRISDALE, VIC., 3876  
TELEPHONE (03) 6162 6011

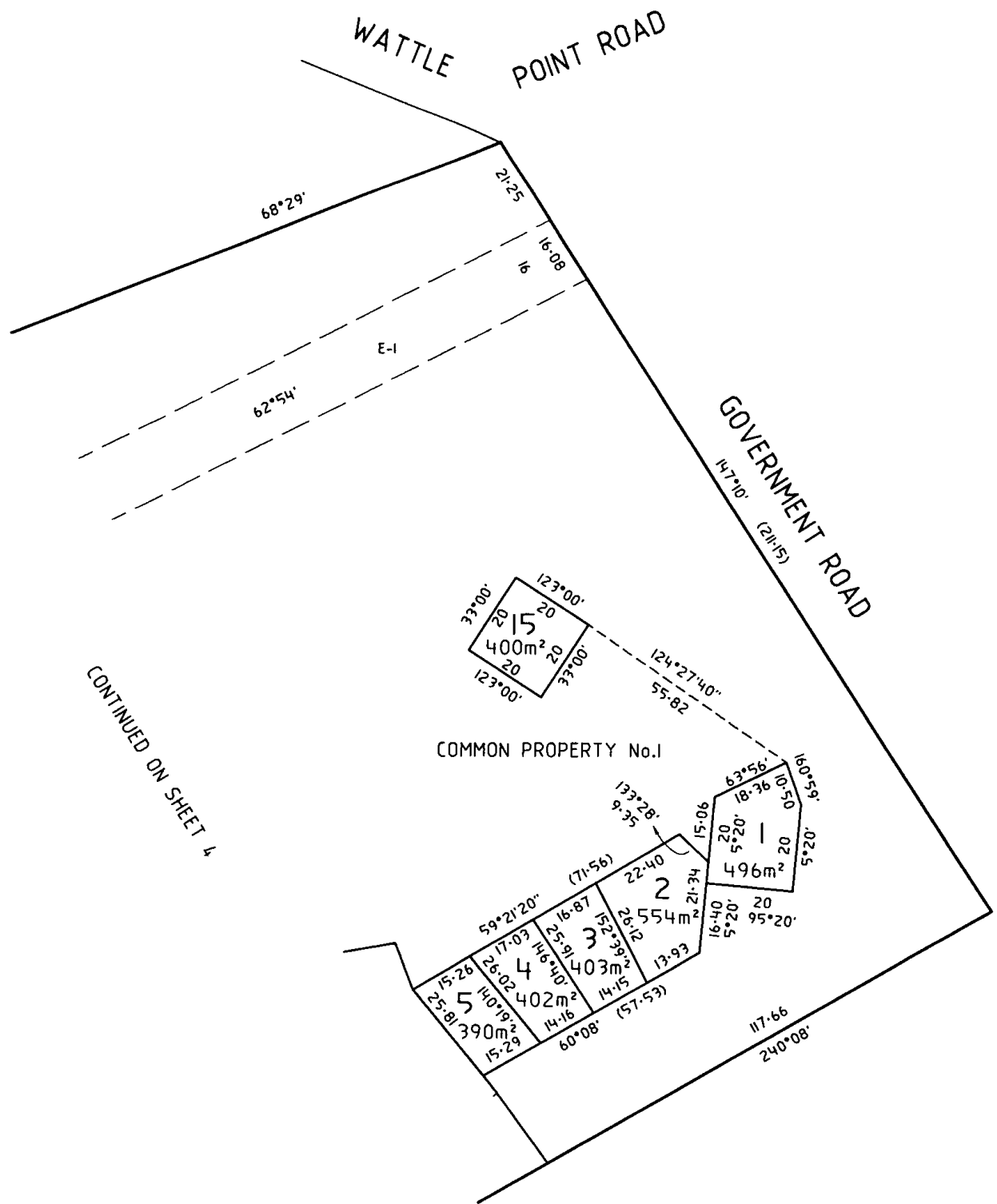
# PLAN OF SUBDIVISION

UNDER SECTION 32A OF THE SUBDIVISION ACT 1988

STAGE No. PLAN NUMBER  
**PS 524601B**

This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright.

AMG ZONE 55



CONTINUED ON SHEET 4

**Crowthor & Sadler Pty. Ltd.**  
 LICENSED SURVEYORS & TOWN PLANNERS  
 162 MACLEOD STREET, BAIRNSDALE, VIC., 3875  
 TELEPHONE (03) 6162 6011

SHEET 3 OF 5 SHEETS

ORIGINAL SCALE

SHEET SIZE: A3 | SCALE: 1:1000

SCALE: 10 0 10 20 30 40

LENGTHS ARE IN METRES

LICENSED SURVEYOR: MICHAEL JOSEPH SADLER

SIGNATURE: \_\_\_\_\_ DATE: / /

REF: 10701 | VERSION: 2

DATE: / /

COUNCIL MEMBER SIGNATURE: \_\_\_\_\_

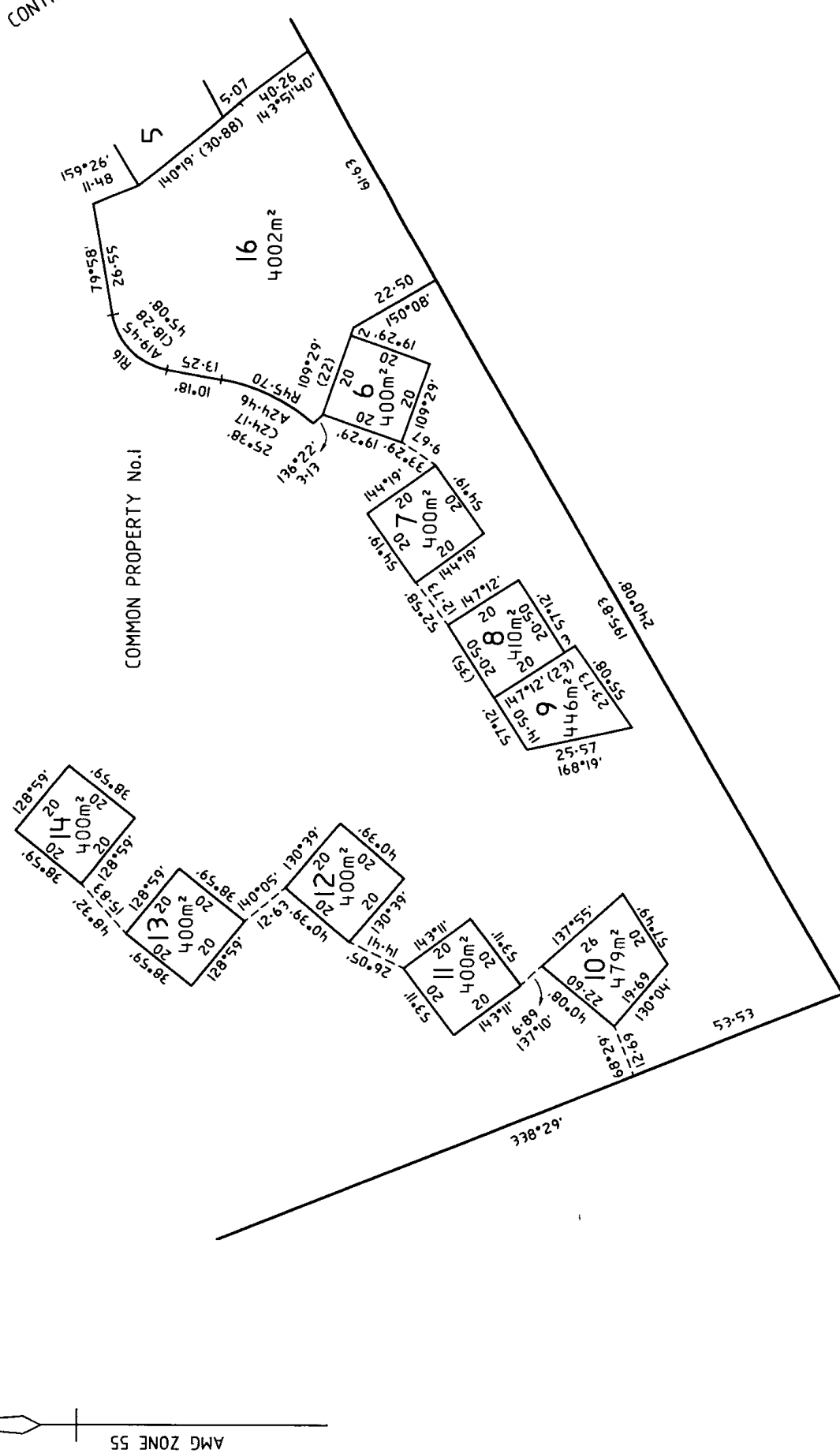
This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright.

PLAN OF SUBDIVISION  
 UNDER SECTION 32A OF THE SUBDIVISION ACT 1988

STAGE No. /

PLAN NUMBER  
**PS 524601B**

CONTINUED ON SHEET 3



SHEET 4 OF 5 SHEETS

DATE / /

COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR  
 SIGNATURE MICHAEL JOSEPH SADLER

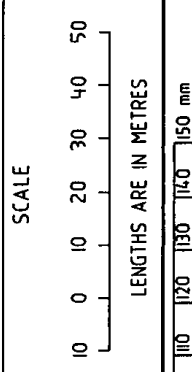
DATE / /

VERSION 2

REF 10701

ORIGINAL SCALE 1:1000

SHEET SIZE A3



**Crowtner & Sadler Pty Ltd.**  
 LICENSED SURVEYORS & TOWN PLANNERS  
 162 MACLEOD STREET, BAIRNSDALE, VIC., 3875  
 TELEPHONE (03) 6162 6011

ADVERTISED

This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright.

PS524601B

FOR CURRENT BODY CORPORATE DETAILS  
SEE BODY CORPORATE SEARCH REPORT

Sheet 5



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information. 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, past, present and emerging.

Produced: 03/09/2024 09:51:21 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS524601B**

The land in PS524601B is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 16.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

200 WATTLE POINT ROAD WATTLE POINT VIC 3875

PS524601B 22/02/2005

### Owners Corporation Manager:

NIL

### Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

### Owners Corporation Rules:

1. AE948529K 12/04/2007

### Additional Owners Corporation Information:

NIL

### Notations:

NIL

### Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	11	11
Lot 2	11	11
Lot 3	11	11
Lot 4	11	11
Lot 5	11	11
Lot 6	11	11



# Department of Environment, Land, Water & Planning

ADVERTISED

This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright.

## Owners Corporation Search Report

Produced: 03/09/2024 09:51:21 AM

**OWNERS CORPORATION 1  
PLAN NO. PS524601B**

### Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 7	11	11
Lot 8	11	11
Lot 9	11	11
Lot 10	16	16
Lot 11	10	10
Lot 12	10	10
Lot 13	10	10
Lot 14	10	10
Lot 15	10	10
Lot 16	15	15
<b>Total</b>	<b>180.00</b>	<b>180.00</b>

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.



© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. This information is made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright.



Form 13

AD39357M

27/01/2005 \$240 173



Section 181

APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A RECORDING OF AN AGREEMENT

Planning and Environment Act 1987

Lodged at the Land Titles Office by:

Name: Harwood Andrews Lawyers
Phone: 96209399
Address: Level 13, 15 William Street, Melbourne, 3000
DX 30970 Stock Exchange
Ref: 5VSD:8lar 2402559
Customer Code: 2225J 1636 U



DAD393357M-1-6

The Authority having made an agreement referred to in section 181(1) of the Planning and Environment Act 1987 requires a recording to be made in the Register for the land.

Land: Lots 1 to 16 and being the land more particularly described in PS524601B and being the land more particularly described in Certificates of title volume 10130 folios 323 to 339 and volume 10273 folios 804 and 805 and volume 10312 folio 917

Authority: East Gippsland Shire Council

NOU = 10858 - 684/89 (6)
LTF 23/2/05

Section and Act under which agreement made: Section 173 of the Planning and Environment Act 1987.

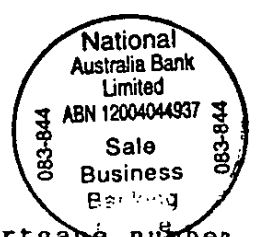
A copy of the agreement is attached to this application

Signature for the Authority: [Handwritten Signature]

DANIEL STRACHAN, PLANNING OFFICER
Name of Officer:

Date: 23/11/2004

AMENDED
10 MAR 2005
With consent of Current Practitioner for Applicant R.



National Australia Bank Limited as Mortgagee under Mortgage number 11960957 hereby consents to this Application by a Responsible Authority for the Making of a Recording of an Agreement.

Please register the Agreement and issue all Titles to National Australia Bank Limited.

LTF 23/2/05

Printed 9/09/2024
Page 16 of 67



This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright.



**2MK PTY LTD (ACN 082 899 974) AND  
BARLOHN PTY LTD (ACN 005 818 155)**

The Owner

and

**EAST GIPPSLAND SHIRE COUNCIL  
(ABN 81 957 967 765)**

The Council

**SECTION 173 AGREEMENT  
200 Wattle Point Road, Wattle Point**



**Level 13, 15 William Street, Melbourne 3000  
DX 30970 [Melbourne]  
Telephone: 9620 9399  
Facsimile: (03) 9620 9288  
Our ref: 5VSD:8lar 2402559**

**AD393357M**

27/01/2005 \$240 173



This copied document is made available for the sole purpose of enabling its consideration and review as part of the planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright.



**AGREEMENT UNDER SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987**

**THIS AGREEMENT** is made the *23<sup>rd</sup>* day of *November* 2004.

**PARTIES**

The parties to this Agreement are:

**EAST GIPPSLAND SHIRE COUNCIL** (ABN 81 957 967 765) of 273 Main Street, Bairnsdale in the State of Victoria (the "Council");

and

**2MK PTY LTD** (ACN 082 899 974) and **BARLOHN PTY LTD** (ACN 005 818 155) of 200 Wattle Point Road, Wattle Point (the "Owner").

**INTRODUCTION**

- A. The Council is the Responsible Authority under the East Gippsland Planning Scheme (the "Planning Scheme") for the purposes of administering the provisions thereof.
- B. The Owner is the registered proprietor of the land known as 200 Wattle Point Road, Wattle Point being the land described in Certificates of Title Volume 10130 Folios 323 to 339 and Volume 10273 Folios 804 and 805 *and Volume 10312 Folio 917.*
- C. On 19 May 2004 Council issued Planning Permit No. 40/2004/P (the "Planning Permit") permitting development of the Land for use as tourist residential accommodation.
- D. Condition 2 of the Planning Permit requires the Owner to enter into this Agreement to provide for the matters set out in that condition. A copy of the Planning Permit is attached to this Agreement and marked "A".
- E. The parties enter into this Agreement:
  - (a) To give effect to the requirements of Condition 2 of the Planning Permit; and
  - (b) To achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Land.



This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright.

F. Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement, and in so far as they can be so treated, this Agreement is made pursuant to Section 173 of the Act.

**IT IS AGREED**



**1. DEFINITIONS**

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

- "the Act"* means the Planning and Environment Act 1987;
- "this Agreement"* means this agreement and any agreement executed by the parties expressed to be supplemental to this Agreement;
- "Body Corporate"* means the body corporate created on registration of the Endorsed Plan;
- "Business"* means the operation of a tourist accommodation business on the Land by the Manager.
- "Council"* includes its successors (including its successors as Responsible Authority for the planning controls);
- "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;
- "the Land"* means the land known as 200 Wattle Point Road, Wattle Point being the land described in Certificates of Title Volume 10130 Folios 323 to 339 and Volume 10273 and Volume 10312 Folio 217 Folios 804 and 805 and includes any lot created by the subdivision or any part of it;
- "Owner"* means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietors of an estate in fee simple of the subject Land or any part of it and includes a Mortgagee in possession;
- "Planning Scheme"* means the East Gippsland Planning Scheme and any other planning scheme which applies to the subject Land;
- "Lot"* means a lot on the Endorsed Plan.
- "Manager"* means

**AD393357M**

27/01/2005 \$240 173



This copied document is made available for the sole purpose of enabling its consideration and review as per of proprietor or occupier of the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright.

- (i) the registered proprietor or occupier of the Land (or the Endorsed Plan from time to time (or a person appointed by the registered proprietor or occupier thereof) who operates the Business; or
- (ii) any person appointed by the Owner (of if there is more than one Owner, by agreement of the Owner), but only with the consent of the Body Corporate.

**2. INTERPRETATION**

In this Agreement unless the context permits otherwise:



- (a) The singular includes the plural and vice versa.
- (b) A reference to gender includes a reference to each other gender.
- (c) A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors.
- (d) If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- (e) A word or expression used in this Agreement has its ordinary meaning unless that word or expression is defined in this agreement. If a word or expression is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.
- (f) Any 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.
- (g) The introductory clauses to this Agreement are and will be deemed to form part of this agreement.
- (h) Any reference to this Agreement includes any schedules, attachments or annexures hereto.

**3. CANCELLATION OF EXISTING AGREEMENT**

- (a) Council agrees to the cancellation (at the Owner's cost in all things) of the existing agreements pursuant to Section 177 of the Act relating to the Land ("the Existing Agreement"), being:

**AD393357M**

27/01/2005 \$240 173



This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning and assessment process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright.

- (i) The agreement between the President, Councillors and Ratepayers of the Shire of Bairnsdale and Wayne Ross Miller dated 19 December 1990; and
- (ii) The agreement between the President, Councillors and Ratepayers of the Shire of Bairnsdale and Wayne Ross Miller dated 29 March 1993; and
- (iii) The agreement between the President, Councillors and Ratepayers of the Shire of Bairnsdale and Wayne Ross Miller dated 13 October 1993; and
- (iv) The agreement between East Gippsland Shire Council, Wayne Ross Miller, Maitland Pines Pty Ltd and Judith Clare Course dated 19 August 1996, and memoranda of which has been entered upon the Certificates of Title comprising the Land and numbered by the Registrar of Titles as SC817964C and U5322835.

(b) Council and the Owner agree that the Existing Agreements are of no effect and do not effect, restrict or encumber the Land.



**4. APPLICATION OF AGREEMENT**

Where a person is a registered proprietor of only part of the Land, this Agreement shall apply to that person in relation to that part of the Land only, unless the context necessitates otherwise.

**5. SPECIFIC OBLIGATIONS OF THE OWNER**

The Owner agrees to comply with its obligations pursuant to the Management Plan contained in Annexure 1 hereto.

**AD393357M**

27/01/2005 \$240 173



**6. FURTHER OBLIGATIONS OF THE OWNER**

The Owner further agrees to:

- (a) Bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns.
- (b) Do all things necessary to give effect to this Agreement.
- (c) Make application to the Registrar of Titles and do all things necessary to record this Agreement in the register on the Certificate of Title to the land in accordance with Section 181 of the Act and pay all costs of preparation and execution of the Agreement and entry of the memorandum on the Certificate of Title to the land.

This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1997. The document must not be used for any purpose which may breach any copyright.



**7. OBLIGATIONS OF THE MANAGER**

- (a) The Manager agrees to comply with its obligations pursuant to the Management Plan contained in Annexure 1 hereto.
- (b) The Manager may appoint or engage other parties to provide some or all of the services required to comply with its obligations pursuant to this Agreement.

**8. OWNER'S WARRANTY**

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 Land which may be affected by this Agreement.

**9. SUCCESSORS IN TITLE**

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

- (a) Give effect to and do all acts and sign all documents which require those successors to give effect to this Agreement; and
- (b) Execute a Deed agreeing to be bound by the terms of this Agreement.

**10. NOTICES**

- (a) 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:
  - (i) By delivering it personally to that party;
  - (ii) By sending by pre-paid post addressed to that party at the address set out in this agreement or subsequently notified to each party from time to time; or
  - (iii) Sending it by facsimile provided that a communication send by facsimile shall be confirmed immediately in writing by sending party by hand delivery or pre-paid post.
- (b) A Notice or other communication is deemed served:
  - (i) If delivered, on the next following business day;

**AD393357M**

27/01/2005 \$240 173



This copied document is made available for the sole purpose of enabling its consideration and review as part of a public process under the Planning and Environment Act 1987. The document must not be used for any business day unless the receiving party has requested transmission before the end of that business day.

- (ii) If posted, on the expiration of two business days after the date of posting, or
- (iii) If sent by facsimile, on the next following business day unless the receiving party has requested transmission before the end of that business day.

**11. NO WAIVER**

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

**12. SEVERABILITY**

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

**13. NO FETTERING OF COUNCIL'S POWERS**

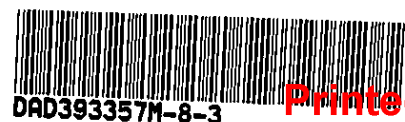
It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Land or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

**14. COMMENCEMENT OF AGREEMENT**

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

**AD393357M**

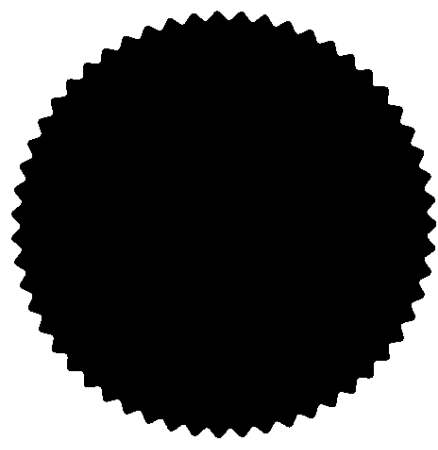
27/01/2005 \$240 173



This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright.

EXECUTED by the parties on the date set out at the commencement of this Agreement.

THE COMMON SEAL of EAST GIPPSLAND )  
SHIRE COUNCIL (ABN 81 957 967 765) was )  
affixed this 23<sup>rd</sup> day of November )  
2004 in the presence of )  
Councillor [Signature] )  
~~Councillor~~ [Signature] )  
Chief Executive Officer [Signature] )



EXECUTED by 2MK PTY LTD (ACN 082 899 974)  
by being signed by the person who is authorised )  
to sign for the company: )  
~~Sole Director and Sole Company Secretary~~ )  
Full Name MICHAEL DAVID KINE )  
Usual Address 200 WATTLE POINT RD )  
BAIRNSDALE 3875 )

[Signature]  
Director / Secretary  
FULL NAME: MARGARET LORRAINE KING  
USUAL ADDRESS: 200 WATTLE POINT RD  
BAIRNSDALE 3875

THE COMMON SEAL of BARLOHN PTY LTD )  
(ACN 005 818 155) was affixed in the presence )  
of authorised persons: )  
Director [Signature] )  
Full name LESLIE ROBERT KNIGHT )  
Usual address 3545 BAIRNSDALE DARCO ROAD )  
STRATFORD VIC 3862. )  
Secretary [Signature] )  
Full name HEATHER MARGERY KNIGHT )  
Usual address 3545 BAIRNSDALE DARCO ROAD )  
STRATFORD VIC 3862. )



AD393357M

27/01/2005 \$240 173





This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright.

**Appendix A  
Management Plan**



DAD393357M-10-9

**1. Specific Obligations of the Owner**

The Owner agrees that:

- (a) Prior to the erection of any buildings on the Land or the commencement of any works thereon, a plan drawn to scale showing the location, dimensions, colour or construction (and stages thereof) on the Land, including access roads and parking areas to be set aside for the accommodation of stationary motor vehicles and the loading and unloading of motor vehicles, recreation facilities, and any other matter considered relevant by the Council, shall be submitted to and approved by the Council.
- (b) The layout of the Land and the size of any proposed buildings and works shall not be altered or modified (whether or not in order to comply with any statute rule or by-law or for any other reason) without the written consent of the Council.
- (c) The disposal of sewerage, sullage and other liquid wastes arising from the development of the Land shall be treated and disposed of in a proper manner to the satisfaction of the Council and in accordance with the requirements of the Environment Protection Act 1970 and the Health Act 1958 or any subsequent corresponding enactments.
- (d) All effluent shall be disposed of within the curtilage of the Land and shall not drain directly or indirectly onto any adjoining property, land, water course or drain. An adequate portion of the Land shall be set aside and kept available for the purpose of effluent disposal.
- (e) The provision of telephone services, electricity and water to the Land shall be to the satisfaction of the Council.
- (f) Stormwater drainage shall be designed and constructed in conformity with the requirements of the Council and in accordance with plans and specifications submitted to and approved by the Council.
- (g) All internal roadways and car parking areas shall be designed and constructed in conformity with the requirements of the Council and in accordance with plans and specifications submitted to and approved by the Council.
- (h) Prior to the commencement of any buildings or works on the Land a landscape plan shall be prepared showing:
  - (i) All existing vegetation and natural features;
  - (ii) The area or areas set aside for landscaping;

**AD393357M**

27/01/2005 \$240 173



This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright.

(iii) A schedule of all proposed trees, shrubs and ground cover which will include the location and size at maturity of all plants and the location of all areas to be covered by grass, lawn or other surface materials as specified; and shall be submitted to and approved by the Council.

- (i) Except with prior approval of the Department of Sustainability and Environment, all boating activity to be carried out from the Land in association with its use for the purpose of tourist residential accommodation must be carried out by using part of the nearby existing jetty no.208, which use will be subject to any licences consents or requirements of the Department of Sustainability and Environment or other relevant authority.
- (j) The Owner will not take, cut or interfere with any public foreshore vegetation without the written approval of the Department of Sustainability and Environment.
- (k) Any removal of trees other than for the actual area to be covered by buildings or works or as required by any legislation shall require the approval of the Council.
- (l) No buildings on the Land will be altered in size or external appearance without the approval of the Council (other than alterations for the purpose of maintenance).
- (m) No buildings on the Land shall be used for any purpose other than as part of a holiday accommodation rental business.
- (n) No more than 50 persons shall occupy the total number of dwelling units on Lots 1-15 and 17 at any one time.
- (o) The Owner (except in relation to Lot 16) shall have the right to occupy their Lot for any period up to a maximum of 180 days in any calendar year by arrangement with the Manager and at all other times the said Lot must be available for public rental as part of the Business. The Council shall be entitled to view and copy all records of bookings and tenancy for Lots 1 to 15 and 17 at any time during normal office hours.
- (p) The Manager shall have the right to occupy Lot 16 on the Endorsed Plan on each day of any calendar year.
- (q) The Lot entitlements and Lot liability shown on the Endorsed Plan shall not be changed without the approval of the Council.
- (r) No amendment to this Agreement shall be considered without referral to the Department of Sustainability and Environment.
- (s) The Owner must enter into a Management Agreement with the Manager in relation to management of the Land for tourist accommodation and containing terms in relation to:

AD393357M

27/01/2005 9240 173



This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright.

- (i) Appointment of the Manager for the purposes of administration and management of the Business;
- (ii) The Owner's obligations to pay costs, fees and expenses to the Manager (including a management fee) on account of management of the Business and the Lot;
- (iii) Use of the Land for the Business;
- (iv) Maintenance, repair and use of common facilities (including the foreshore and any rights to use a jetty relating to the Land);
- (v) The Owner's and the Manager's rights and liabilities in relation to any common property and body corporate created in relation to the Land.

**2. Specific Obligations Of The Manager**

The Obligations of the Manager are to:

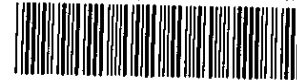
- (a) Enter into a Management Agreement with the Owner.
- (b) Use its best endeavours to secure the maximum reasonable available rental for the Land or any part thereof.
- (c) Manage the Business in a proper and business like manner.
- (d) Account to the Owner in accordance with the Management Agreement for rental received by the Manager in relation to the Land.
- (e) Comply with and ensure that the Owner complies with its obligations under the Management Agreement.
- (f) Act honestly and impartially and without favouring or disadvantaging any Owner.



DAD393357M-12-6

**AD393357M**

27/01/2005 \$240 173



This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright.



DAD393357M-13-0

Form 4.4

# PLANNING PERMIT

Permit No: 40/2004/P  
Planning Scheme: East Gippsland  
Responsible Authority: East Gippsland Shire

## ADDRESS OF THE LAND

### 200 Wattle Point Road WATTLE POINT

Lot 1 LP 317141, UR 2005424, Lot 3 LP 317141, Lot 5 LP 317141, Lot 6 LP 317141, Lot 7 LP 317141, Lot 8 LP 317141, Lot 9 LP 317141, Lot 10 LP 317141, Lot 11 LP 317141, Lot 12 LP 317141, Lot 13 LP 317141, Lot 14 LP 317141, Lot 15 LP 317141, Lot 16 LP 31...

BN: 2593 2

## THE PERMIT ALLOWS

Boundary realignment to increase the area of existing lots and to create common property, additions and alterations to existing tourist cabins, construction of eight additional cabins and a licenced conference centre with associated car and boat parking and removal of selected vegetation in accordance with the endorsed plans.

## THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

1. The use and development as shown on the endorsed plans must not be altered without the written consent of the Responsible Authority.
2. Before the issue of a Statement of Compliance, the existing agreements over the land shall be cancelled and replaced with a new agreement with the Responsible Authority in accordance with Section 173 of the Planning and Environment Act, 1987 which will covenant that the development and use of the land shall be in accordance with the approved management agreement for the land.

The management agreement shall encompass all the relevant management issues addressed by the original agreements attached to the land.

The agreement will bind the applicant as the owner and shall run with the land so that all successors in title are bound by the agreement. This agreement will be prepared at the applicant's cost and to the satisfaction of the Responsible Authority, and shall be registered on the title in accordance with Section 181 of the Planning and Environment Act, 1987.

3. The private/public land boundary of the subject land shall be clearly defined by the applicant by fencing or bollards at a spacing of not greater than 2 metres apart, to the satisfaction of the Department of Sustainability and Environment.
4. Clearing of trees shall be limited to the minimum required to enable building and driveway construction and to ensure that there is no immediate risk of personal injury or damage to property.
5. Driveway location shall be selected to minimise clearing of trees.
6. Prior to the commencement of any works, a revegetation plan shall be submitted to the Responsible Authority for approval. It will show the location, number and

**AD393357M**

27/01/2005 \$240 173



Printed 9/09/2024

Page 28 of 67

This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be

species of trees and shrubs to be planted for replacement, at a ratio of at least trees for every tree removed and 10 shrubs for every shrub removed.

7. Indigenous species are to be used for any revegetation works. For further information please contact Mick Bramwell, 7 Service Street, Bairnsdale phone 5152 0450.
8. The plan of subdivision submitted for certification under the Subdivision Act 1988 must be referred to the relevant authority in accordance with Section 8 of the Act.
9. The applicant must enter into an agreement with TXU Electricity Ltd for the supply of electricity to each lot on the endorsed plan.
10. The applicant must enter into an agreement with TXU Electricity Ltd for the rearrangement of the existing electricity supply system.
11. The applicant must enter into an agreement with TXU Electricity Ltd for rearrangement of the points of supply to any existing installations affected by any private electric power line which would cross a boundary created by the subdivision, or by such means as may be agreed by TXU Electricity Ltd.
12. The applicant must provide easements satisfactory to TXU Electricity Ltd for the purpose of 'Power Line' in favour of 'Electricity Corporation' pursuant to Section 44 and Schedule 2 of the Electricity Industry Act, 1993, where easements have not been otherwise provided, for all existing TXU Electricity Ltd electric power lines and for any new power lines required to service the lots on the endorsed plan and/or abutting land.
13. The applicant must obtain for the use of TXU any other easement required to service the lots.
14. The applicant must adjust the position of any easements for power lines to accord with the position of the lines as determined by survey.
15. The applicant must set aside on the plan of subdivision reserves for the use of TXU Electricity Ltd, for electric substations.
16. The applicant must provide survey plans for any electric substation required by TXU Electricity Ltd and for associated power lines and cables and execute leases for a period of 30 years, at a nominal rental with a right to extend the lease for a further 30 years. TXU Electricity Ltd requires that such leases are to be noted on the title by way of a caveat or a notification under section 88(2) of the Transfer of Land Act prior to the registration of the plan of subdivision.
17. The applicant shall enter into an agreement with Telstra or other licensed Telecommunications carrier for the satisfactory provision of telephone cable reticulation one metre into each lot created.
18. The applicant shall set aside on the plan of subdivision reserve/s satisfactory to Telstra, for telecommunication/s substations if required.
19. The applicant shall pay to Telstra the reasonable cost of any works necessary, as a result of the subdivision, to remove, or alter the position of any existing facility on the subdivision, or on any adjacent land or Government Road, pursuant to Section 91(1) & (2) of the Australian Telecommunications Corporation act, 1989.

*J*



DAD393357M-14-3

**AD393357M**

27/01/2005 \$240 173



Printed 9/09/2024

Page 29 of 67

This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright.

- 20. All wastewater from the development and use of all allotments must be to a reticulated sewage treatment and disposal system on the common land.
- 21. No alteration may be made to the existing wastewater treatment system without the written approval of Environment Protection Authority Victoria.
- 22. No additional premises (including existing vacant lots) or additional loading from proposed developments may be connected to the existing wastewater treatment system without the written approval of Environment Protection Authority Victoria (note this may require a works approval application).
- 23. The driveway from the road to the water supply and dwellings, including gates, bridges and culverts, must be constructed and maintained for a minimum load limit of at least 15 tonnes and be of all-weather construction with a minimum trafficable width of four metres and be clear of encroachments four metres vertically. Curves must have a minimum inner radius of 10 metres and the average grade must be no more than 1 in 7.
- 24. The areas around the dwellings must be maintained to the following requirements during the declared fire danger period to the satisfaction of the responsible authority:
  - grass must be no more than 100mm in height;
  - leaf litter must be no more than 0mm deep;
  - dry shrubs must be isolated in small clumps more than 10 metres from the dwelling; and
  - trees must not overhang the roofline of the dwelling.
- 25. This permit will expire if:
  - the subdivision is not certified within two years of the date this permit was issued, or
  - if certified within two years, is not registered within five years of the date of Certification; or
  - the development is not started within two years of the issue of this permit; or
  - the development is not completed within two years of the date of commencement.

The Responsible Authority may consider extending the periods referred to above if a request is made in writing before the permit expires or within three months afterwards.

- 26. A stormwater drainage system shall be designed in accordance with standard engineering practice for the collection and control of all stormwater runoff, resulting from a storm having an ARI of 1 in 20 Years, and concentrated by buildings, pavements, and/or siteworks to avoid damage or inundation to any other neighbouring property. The stormwater drainage system shall incorporate devices to limit the rate of discharge of stormwater runoff from the development. Details of the drainage system must be provided to and approved by Council prior to construction.
- 27. Stormwater runoff from both building and paved areas shall be controlled so as not to flow or discharge over any adjoining property, lie against any building or create insanitary conditions.
- 28. Stormwater connections to a point of legal discharge shall be to Council's satisfaction.



**AD393357M**

27/01/2005 \$240 173





This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright.

- 29. Surface levels around the buildings shall be arranged such that there is a free and uninterrupted flow of stormwater resulting from major storm activity, up to and including 1:100 year ARI, to alleviate the possibility of stormwater inundation.
- 30. Access and car parking shall be set out and marked in accordance with the requirements of AS 2890.1 Parking facilities Part 1: Off – street car parking. Where required new driveway crossovers shall be constructed to Council's satisfaction and shall make provision for roadside drainage and be constructed a minimum 6 metres wide to allow two vehicles to pass.
- 31. Pavement and car parking areas shall be maintained to the satisfaction of Council at all times.
- 32. All earthworks associated with the development shall be stabilised in accordance with standard engineering design and practices against erosion and failure. No earthworks may encroach across neighbouring property boundaries.
- 33. All new services to the development shall be placed underground. Design for the installation of services shall meet the requirements of the relevant authorities and shall be approved by those authorities.
- 34. Any portion of Council's existing infrastructure damaged as a result of work undertaken on the site or associated with the development shall be repaired/reinstated to Council's satisfaction at the developer's expense.
- 35. Temporary debris and sediment control measures shall be installed to prevent debris and sediment from entering Council's drainage system during all construction stages. Pollution prevention measures, shall be in accordance with the Environmental Protection Authority's Publication Number 275 "Construction Techniques for Sediment Pollution Control".

**Note:**

All works associated with the development must be in a manner consistent with the provisions of the Archaeological and Aboriginal Relics Preservation Act 1992 and Part 11A of the Commonwealth Aboriginal and Torres Strait Islander Heritage Protection Act, 1984. Aboriginal Affairs Victoria is the authority for administration of those Acts and the proponent is advised to contact Mr Gerry Laughton, PO Box 1240 Sale 3850 of phone 4143 1644 in relation to the above.

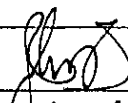
No vehicular access along or across the Public Purposes Reserve (Foreshore Reserve) which adjoins the subject land shall occur or be provided for without the written approval of the Department of Sustainability and Environment.

Clearing of vegetation on the Public Purposes reserve (Foreshore Reserve) adjacent to the subject land shall not occur without the written approval of the Department of Sustainability and Environment.

There is Telstra Cabling located inside the boundary of the subject land. It is important that the correct procedures and care are taken regarding the cabling. For all cable locations and information please contact Melbourne one call centre.

Date Issued: 19 May 2004

Page 4 of 4

  
Signature for the  
Responsible Authority

**AD393357M**

27/01/2005 \$240 173



DAD393357M-16-1

Printed 9/09/2024

Page 31 of 67



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information. 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, past, present and emerging.

Produced: 16/11/2023 09:28:49 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS524601B**

The land in PS524601B is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 16.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

200 WATTLE POINT ROAD WATTLE POINT VIC 3875

PS524601B 22/02/2005

### Owners Corporation Manager:

NIL

### Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

### Owners Corporation Rules:

1. AE948529K 12/04/2007

### Additional Owners Corporation Information:

NIL

### Notations:

NIL

### Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	11	11
Lot 2	11	11
Lot 3	11	11
Lot 4	11	11
Lot 5	11	11
Lot 6	11	11





# Department of Environment, Land, Water & Planning

ADVERTISED

This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright.

## Owners Corporation Search Report

Produced: 16/11/2023 09:28:49 AM

**OWNERS CORPORATION 1  
PLAN NO. PS524601B**

### Entitlement and Liability:

NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Lot 7	11	11
Lot 8	11	11
Lot 9	11	11
Lot 10	16	16
Lot 11	10	10
Lot 12	10	10
Lot 13	10	10
Lot 14	10	10
Lot 15	10	10
Lot 16	15	15
<b>Total</b>	<b>180.00</b>	<b>180.00</b>

From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.



Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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, past, present and emerging.

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

VOLUME 10858 FOLIO 685

Security no : 124110546023H  
Produced 16/11/2023 09:35 AM

LAND DESCRIPTION

Lot 2 on Plan of Subdivision 524601B.  
PARENT TITLES :  
Volume 10130 Folio 323 to Volume 10130 Folio 339  
Volume 10273 Folio 804 to Volume 10273 Folio 805  
Volume 10312 Folio 917  
Created by instrument PS524601B 22/02/2005

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
SIMON CHARLES BRUCE TOWLER  
AL397680N 02/10/2014

ENCUMBRANCES, CAVEATS AND NOTICES

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987  
AD393357M 27/01/2005

DIAGRAM LOCATION

SEE PS524601B FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

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

Street Address: UNIT 2 200 WATTLE POINT ROAD FORGE CREEK VIC 3875

OWNERS CORPORATIONS

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS524601B

DOCUMENT END

Delivered from the LANDATA System by Dye & Durham Terrain Pty Ltd

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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, past, present and emerging.

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

VOLUME 10858 FOLIO 686

Security no : 124110546097B  
Produced 16/11/2023 09:37 AM

LAND DESCRIPTION

Lot 3 on Plan of Subdivision 524601B.  
PARENT TITLES :  
Volume 10130 Folio 323 to Volume 10130 Folio 339  
Volume 10273 Folio 804 to Volume 10273 Folio 805  
Volume 10312 Folio 917  
Created by instrument PS524601B 22/02/2005

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
THE TRAINING CONSULTANT PTY LTD  
AT330378U 12/06/2020

ENCUMBRANCES, CAVEATS AND NOTICES

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987  
AD393357M 27/01/2005

DIAGRAM LOCATION

SEE PS524601B FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

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

Street Address: UNIT 3 200 WATTLE POINT ROAD FORGE CREEK VIC 3875

OWNERS CORPORATIONS

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS524601B

DOCUMENT END

Delivered from the LANDATA System by Dye & Durham Terrain Pty Ltd

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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, past, present and emerging.

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

VOLUME 10858 FOLIO 687

Security no : 124110546180M  
Produced 16/11/2023 09:39 AM

LAND DESCRIPTION

Lot 4 on Plan of Subdivision 524601B.

PARENT TITLES :

Volume 10130 Folio 323 to Volume 10130 Folio 339

Volume 10273 Folio 804 to Volume 10273 Folio 805

Volume 10312 Folio 917

Created by instrument PS524601B 22/02/2005

REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

TERRY KELVIN KING

TRACEY ANNE KING

AD521943P 29/03/2005

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT AD521943P 29/03/2005

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987

AD393357M 27/01/2005

DIAGRAM LOCATION

SEE PS524601B FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

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

Street Address: UNIT 4 200 WATTLE POINT ROAD FORGE CREEK VIC 3875

ADMINISTRATIVE NOTICES

NIL

OWNERS CORPORATIONS

-----  
The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS524601B

DOCUMENT END

Delivered from the LANDATA System by Dye & Durham Terrain Pty Ltd

**REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958** Page 1 of 2

---

VOLUME 10858 FOLIO 688

Security no : 124117937352E  
Produced 03/09/2024 09:51 AM

**LAND DESCRIPTION**

Lot 5 on Plan of Subdivision 524601B.  
PARENT TITLES :  
Volume 10130 Folio 323 to Volume 10130 Folio 339  
Volume 10273 Folio 804 to Volume 10273 Folio 805  
Volume 10312 Folio 917  
Created by instrument PS524601B 22/02/2005

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
BONNOR ACCOUNTING PTY LTD  
AV481388D 30/03/2022

**ENCUMBRANCES, CAVEATS AND NOTICES**

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987  
AD393357M 27/01/2005

**DIAGRAM LOCATION**

SEE PS524601B FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

-----END OF REGISTER SEARCH STATEMENT-----

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

Street Address: UNIT 5 200 WATTLE POINT ROAD FORGE CREEK VIC 3875

**ADMINISTRATIVE NOTICES**

NIL

**OWNERS CORPORATIONS**

The land in this folio is affected by



Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth) to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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, past, present and emerging.

ADVERTISED

This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purposes which may breach any copyright.

**REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958** Page 2 of 2

OWNERS CORPORATION 1 PLAN NO. PS524601B

DOCUMENT END

**REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958** Page 1 of 1

---

VOLUME 10858 FOLIO 689

Security no : 124117937629D  
Produced 03/09/2024 09:56 AM

**LAND DESCRIPTION**

Lot 6 on Plan of Subdivision 524601B.  
PARENT TITLES :  
Volume 10130 Folio 323 to Volume 10130 Folio 339  
Volume 10273 Folio 804 to Volume 10273 Folio 805  
Volume 10312 Folio 917  
Created by instrument PS524601B 22/02/2005

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Joint Proprietors  
BARRY ALBERT NORTH  
JENNIFER JOY NORTH  
AQ905220F 10/04/2018

**ENCUMBRANCES, CAVEATS AND NOTICES**

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987  
AD393357M 27/01/2005

**DIAGRAM LOCATION**

SEE PS524601B FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

-----END OF REGISTER SEARCH STATEMENT-----

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

Street Address: UNIT 6 200 WATTLE POINT ROAD FORGE CREEK VIC 3875

**OWNERS CORPORATIONS**

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS524601B

DOCUMENT END



**REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958** Page 1 of 1

---

VOLUME 10858 FOLIO 690

Security no : 124117937904E  
Produced 03/09/2024 10:01 AM

**LAND DESCRIPTION**

Lot 7 on Plan of Subdivision 524601B.  
PARENT TITLES :  
Volume 10130 Folio 323 to Volume 10130 Folio 339  
Volume 10273 Folio 804 to Volume 10273 Folio 805  
Volume 10312 Folio 917  
Created by instrument PS524601B 22/02/2005

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Joint Proprietors  
BARRY ALBERT NORTH  
JENNIFER JOY NORTH  
AS249209F 12/06/2019

**ENCUMBRANCES, CAVEATS AND NOTICES**

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987  
AD393357M 27/01/2005

**DIAGRAM LOCATION**

SEE PS524601B FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

-----END OF REGISTER SEARCH STATEMENT-----

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

Street Address: "WATERFRONT RETREAT AT WATTLE POINT" UNIT 7 200 WATTLE POINT  
ROAD FORGE CREEK VIC 3875

**OWNERS CORPORATIONS**

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS524601B

DOCUMENT END

**REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958** Page 1 of 2

---

VOLUME 10858 FOLIO 691

Security no : 124117938131H  
Produced 03/09/2024 10:06 AM

**LAND DESCRIPTION**

Lot 8 on Plan of Subdivision 524601B.  
PARENT TITLES :  
Volume 10130 Folio 323 to Volume 10130 Folio 339  
Volume 10273 Folio 804 to Volume 10273 Folio 805  
Volume 10312 Folio 917  
Created by instrument PS524601B 22/02/2005

**REGISTERED PROPRIETOR**

Estate Fee Simple  
TENANTS IN COMMON  
As to 99 of a total of 100 equal undivided shares  
Sole Proprietor  
CHRISTOPHER WAYNE KING  
As to 1 of a total of 100 equal undivided shares  
Sole Proprietor  
HELEN KING of 28 COLEUS STREET DROMANA VIC 3936  
AF557334W 31/12/2007

**ENCUMBRANCES, CAVEATS AND NOTICES**

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987  
AD393357M 27/01/2005

**DIAGRAM LOCATION**

SEE PS524601B FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

-----END OF REGISTER SEARCH STATEMENT-----

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

Street Address: UNIT 8 200 WATTLE POINT ROAD FORGE CREEK VIC 3875

**OWNERS CORPORATIONS**

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS524601B



Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth) to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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, past, present and emerging.

ADVERTISED

This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purposes which may breach any copyright.

**REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958** Page 2 of 2

---

DOCUMENT END

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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, past, present and emerging.

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

VOLUME 10858 FOLIO 692

Security no : 124110546326D  
Produced 16/11/2023 09:41 AM

LAND DESCRIPTION

Lot 9 on Plan of Subdivision 524601B.  
PARENT TITLES :  
Volume 10130 Folio 323 to Volume 10130 Folio 339  
Volume 10273 Folio 804 to Volume 10273 Folio 805  
Volume 10312 Folio 917  
Created by instrument PS524601B 22/02/2005

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
IRENE MARIE WRIGHT  
AV464138A 25/03/2022

ENCUMBRANCES, CAVEATS AND NOTICES

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987  
AD393357M 27/01/2005

DIAGRAM LOCATION

SEE PS524601B FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

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

Street Address: UNIT 9 200 WATTLE POINT ROAD FORGE CREEK VIC 3875

OWNERS CORPORATIONS

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS524601B

DOCUMENT END

Delivered from the LANDATA System by Dye & Durham Terrain Pty Ltd

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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, past, present and emerging.

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

VOLUME 10858 FOLIO 693

Security no : 124110546410M  
Produced 16/11/2023 09:42 AM

LAND DESCRIPTION

Lot 10 on Plan of Subdivision 524601B.  
PARENT TITLES :  
Volume 10130 Folio 323 to Volume 10130 Folio 339  
Volume 10273 Folio 804 to Volume 10273 Folio 805  
Volume 10312 Folio 917  
Created by instrument PS524601B 22/02/2005

REGISTERED PROPRIETOR

Estate Fee Simple  
TENANTS IN COMMON  
As to 1 of a total of 4 equal undivided shares  
Sole Proprietor  
PAMELA GAE GOODALL  
As to 1 of a total of 4 equal undivided shares  
Sole Proprietor  
CHRISTOPHER JOHN MUNDY  
As to 1 of a total of 4 equal undivided shares  
Sole Proprietor  
DONALD RUEBEN THORNTON  
As to 1 of a total of 4 equal undivided shares  
Sole Proprietor  
AMANDA MARIE MUNDY  
AT716098B 22/10/2020

ENCUMBRANCES, CAVEATS AND NOTICES

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987  
AD393357M 27/01/2005

DIAGRAM LOCATION

SEE PS524601B FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

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

Street Address: "BURRABOGIE" UNIT 10 200 WATTLE POINT ROAD FORGE CREEK VIC 3875

OWNERS CORPORATIONS

-----  
The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS524601B

DOCUMENT END

Delivered from the LANDATA System by Dye & Durham Terrain Pty Ltd

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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, past, present and emerging.

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

VOLUME 10858 FOLIO 694

Security no : 124110546489C  
Produced 16/11/2023 09:43 AM

LAND DESCRIPTION

Lot 11 on Plan of Subdivision 524601B.  
PARENT TITLES :  
Volume 10130 Folio 323 to Volume 10130 Folio 339  
Volume 10273 Folio 804 to Volume 10273 Folio 805  
Volume 10312 Folio 917  
Created by instrument PS524601B 22/02/2005

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
RAYMOND FRANCIS ANCILLERI  
AF622612J 01/02/2008

ENCUMBRANCES, CAVEATS AND NOTICES

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987  
AD393357M 27/01/2005

DIAGRAM LOCATION

SEE PS524601B FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	STATUS	DATE
AX353200A (E)	DISCHARGE OF MORTGAGE Registered	13/10/2023

-----END OF REGISTER SEARCH STATEMENT-----

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

Street Address: UNIT 11 200 WATTLE POINT ROAD FORGE CREEK VIC 3875

ADMINISTRATIVE NOTICES

NIL

OWNERS CORPORATIONS

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS524601B

ADVERTISED

This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright.

DOCUMENT END

Delivered from the LANDATA System by Dye & Durham Terrain Pty Ltd



Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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, past, present and emerging.

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

VOLUME 10858 FOLIO 695

Security no : 124110546542T  
Produced 16/11/2023 09:44 AM

LAND DESCRIPTION

Lot 12 on Plan of Subdivision 524601B.  
PARENT TITLES :  
Volume 10130 Folio 323 to Volume 10130 Folio 339  
Volume 10273 Folio 804 to Volume 10273 Folio 805  
Volume 10312 Folio 917  
Created by instrument PS524601B 22/02/2005

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
KARYN LYNETTE BLAKE  
AV802897W 30/06/2022

ENCUMBRANCES, CAVEATS AND NOTICES

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987  
AD393357M 27/01/2005

DIAGRAM LOCATION

SEE PS524601B FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

-----END OF REGISTER SEARCH STATEMENT-----

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

Street Address: UNIT 12 200 WATTLE POINT ROAD FORGE CREEK VIC 3875

ADMINISTRATIVE NOTICES

NIL

OWNERS CORPORATIONS

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS524601B

ADVERTISED

This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright.

DOCUMENT END

Delivered from the LANDATA System by Dye & Durham Terrain Pty Ltd

**REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958** Page 1 of 1

---

VOLUME 10858 FOLIO 696

Security no : 124117938392Y  
Produced 03/09/2024 10:11 AM

**LAND DESCRIPTION**

Lot 13 on Plan of Subdivision 524601B.  
PARENT TITLES :  
Volume 10130 Folio 323 to Volume 10130 Folio 339  
Volume 10273 Folio 804 to Volume 10273 Folio 805  
Volume 10312 Folio 917  
Created by instrument PS524601B 22/02/2005

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Joint Proprietors  
JENNIFER JOY NORTH  
BARRY ALBERT NORTH  
AR996830D 12/03/2019

**ENCUMBRANCES, CAVEATS AND NOTICES**

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987  
AD393357M 27/01/2005

**DIAGRAM LOCATION**

SEE PS524601B FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NIL

-----END OF REGISTER SEARCH STATEMENT-----

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

Street Address: UNIT 13 200 WATTLE POINT ROAD FORGE CREEK VIC 3875

**OWNERS CORPORATIONS**

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS524601B

DOCUMENT END

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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, past, present and emerging.

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

VOLUME 10858 FOLIO 698

Security no : 124114254528Y  
Produced 17/04/2024 04:51 PM

LAND DESCRIPTION

Lot 15 on Plan of Subdivision 524601B.  
PARENT TITLES :  
Volume 10130 Folio 323 to Volume 10130 Folio 339  
Volume 10273 Folio 804 to Volume 10273 Folio 805  
Volume 10312 Folio 917  
Created by instrument PS524601B 22/02/2005

REGISTERED PROPRIETOR

Estate Fee Simple  
Joint Proprietors  
JENNY MAREE CLAYSON  
GREGORY THOMAS CLAYSON  
AX781363F 01/03/2024

ENCUMBRANCES, CAVEATS AND NOTICES

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987  
AD393357M 27/01/2005

DIAGRAM LOCATION

SEE PS524601B FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AX781362H (E)	DISCHARGE OF MORTGAGE	Registered	01/03/2024
AX781363F (E)	TRANSFER	Registered	01/03/2024
AX781364D (E)	MORTGAGE	Registered	01/03/2024

-----END OF REGISTER SEARCH STATEMENT-----

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

Street Address: UNIT 15 200 WATTLE POINT ROAD FORGE CREEK VIC 3875

ADMINISTRATIVE NOTICES

NIL

OWNERS CORPORATIONS

-----

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS524601B

DOCUMENT END

Delivered from the LANDATA System by Dye & Durham Terrain Pty Ltd

**REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958** Page 1 of 2

---

VOLUME 10858 FOLIO 699

Security no : 124114168554Y  
Produced 15/04/2024 11:36 AM

**LAND DESCRIPTION**

Lot 16 on Plan of Subdivision 524601B.  
PARENT TITLES :  
Volume 10130 Folio 323 to Volume 10130 Folio 339  
Volume 10273 Folio 804 to Volume 10273 Folio 805  
Volume 10312 Folio 917  
Created by instrument PS524601B 22/02/2005

**REGISTERED PROPRIETOR**

Estate Fee Simple  
Sole Proprietor  
ANDREW ROBERT GRINTER  
AV481382R 30/03/2022

**ENCUMBRANCES, CAVEATS AND NOTICES**

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

AGREEMENT Section 173 Planning and Environment Act 1987  
AD393357M 27/01/2005

**DIAGRAM LOCATION**

SEE PS524601B FOR FURTHER DETAILS AND BOUNDARIES

**ACTIVITY IN THE LAST 125 DAYS**

NUMBER		STATUS	DATE
AX887967F (E)	DISCHARGE OF MORTGAGE	Registered	09/04/2024
AX887968D (E)	MORTGAGE	Registered	09/04/2024

-----END OF REGISTER SEARCH STATEMENT-----

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

Street Address: UNIT 16 200 WATTLE POINT ROAD FORGE CREEK VIC 3875

**ADMINISTRATIVE NOTICES**

NIL

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

---

**OWNERS CORPORATIONS**

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS524601B

DOCUMENT END

Date / /

## Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: 200 Wattle Point Road, Wattle Point

East Gippsland Shire Council  
and

##



---

## Agreement under section 173 of the Planning and Environment Act 1987

Dated        /        /

---

### Parties

Name	<b>East Gippsland Shire Council</b>
Address	273 Main Street, Bairnsdale, Victoria
Short name	<b>Council</b>

Name	## [owner]
Address	## [owner address], Victoria
Short name	<b>Owner</b>

---

### Introduction

- A. The Council is the responsible authority under the East Gippsland Planning Scheme (“the Planning Scheme”) for the purposes of administering the provisions thereof.
- B. The Owner is the registered proprietor of the land known as 200 Wattle Point Road, Wattle Point being the land described in Certificates of Title Volume 10130 Folios 323 to 339 and Volume 10273 Folios 804 and 805 and Volume 10312 Folio 917.
- C. On 19 May 2004 Council issued Planning Permit No. 40/2004/P (“the Permit”) permitting development of the Land for use as tourist residential accommodation.
- D. Condition 2 of the Planning Permit requires the Owner to enter into this Agreement to provide for the matters set out in that condition. A copy of the Planning Permit is attached to his Agreement and marked “A”.
- E. The parties enter into this agreement:
- (a) To give effect to the requirements of Condition 2 of the Planning Permit; and
  - (b) To achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the land.
- F. Council and the Owner agree that without limiting or restricting the respective powers to enter into this Agreement, and in so far as they can be so treated, this Agreement is made pursuant to Section 173 of the Act.

## It is Agreed

---

### 1. Definitions

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

“**the Act**” means the *Planning and Environment Act 1987*;

“**this Agreement**” means this Agreement and any agreement executed by the parties expressed to be supplemental to this Agreement;

“**Body Corporate**” means the body corporate created on registration of the Endorsed Plan;

“**Business**” means the operation of a tourist accommodation business on the Land by the Manager;

“**Council**” includes its successors (including its successors as Responsible Authority for the Planning Controls);

“**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;

“**the Land**” means the land known as 200 Wattle Point Road, Wattle Point being the land described in Certificates of Title Volume 10130 Folios 323 to 339 and Volume 10273 Folios 804 and 805 and Volume 10312 Folio 917 and includes any lot created by the subdivision or any part of it;

“**Lot**” means a lot on the Endorsed Plan;

“**Manager**” means;

- (i) the registered proprietor or occupier of Lot 16 on the Endorsed Plan from time to time (or a person appointed by the registered proprietor or occupier thereof) who operates the Business; or
- (ii) any person appointed by the Owner (of if there is more than one Owner, by agreement of the Owner), but only with the consent of the Body Corporate.

“**Owner**” means the person or persons registered or entitled from time to time to be registered as proprietors of an estate in fee simple of the subject Land or any part of it and includes a Mortgagee in possession;

“**Planning Scheme**” means the East Gippsland Planning Scheme and any other planning scheme that applies to the subject Land;

---

### 2. Interpretation

In this Agreement unless the context permits otherwise:

- a) The singular includes the plural and vice versa.
- b) A reference to a gender includes a reference to each other gender.
- c) A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors.
- d) If a party consists of more than one person this Agreement binds them jointly and each of them severally;
- e) A word or expression used in this Agreement has its ordinary meaning unless that word or expression is defined in this Agreement. If a word or expression is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- f) A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- g) The introductory clause to this Agreement are and will be deemed to form part if this agreement.
- h) Any reference to this Agreement includes any schedules, attachments or annexures hereto.

---

### 3. Cancellation of Existing Agreement

- a) Council agrees to the cancellation (at the Owner's cost in all things) of the existing agreements pursuant to Section 177 of the Act relating to the Land ("the Existing Agreement"), being:
  - (i) The agreement between the President, Councillors and Ratepayers of the Shire of Bairnsdale and Wayne Ross Miller dated 19 December 1990; and
  - (ii) The agreement between the President, Councillors and Ratepayers of the Shire of Bairnsdale and Wayne Ross Miller dated 29 March 1993; and
  - (iii) The agreement between the President, Councillors and Ratepayers of the Shire of Bairnsdale and Wayne Ross Miller dated 13 October 1993; and
  - (iv) The agreement between East Gippsland Shire Council, Wayne Ross Miller, Maitland Pines Pty Ltd and Judith Clare Course dated 19 August 1996,

and memoranda of which has been entered upon the Certificate of Title comprising the Land and numbered by the Registrar of Titles as SC817964C and U5322835.

- b) Council and the Owner agree that the Existing Agreements are of no effect and do not effect, restrict or encumber the land.

---

#### **4. Application of Agreement**

Where a person is a registered proprietor of only part of the Land, this Agreement shall apply to that person in relation to that part of the Land only, unless the context necessitates otherwise.

---

#### **5. Specific Obligations of the Owner**

The Owner agrees to comply with its obligations pursuant to the Management Plan contained in Annexure 1 hereto.

---

#### **6. Further Obligations of the Owner**

The Owner further agrees to:

- a) Bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns.
- b) Do all things necessary to give effect to this Agreement.
- c) Make application to the Registrar of Titles and do all things necessary to record this Agreement in the register on the Certificate of Title to the land in accordance with Section 181 of the Act and pay all costs of preparation and execution of the Agreement and entry of the memorandum on the Certificate of Title to the land.

---

#### **7. Obligations of the Manager**

- a) The Manager agrees to comply with its obligations pursuant to the Management Plan contained in Annexure 1 hereto.
- b) The Manager may appoint or engage other parties to provide some or all of the services required to comply with its obligations pursuant to this Agreement.

---

#### **8. Owner Warranty**

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.

---

#### **9. Successors in Title**

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

- a) Give effect to and do all acts and sign all documents which require those successors to give effect to this Agreement; and
- b) Execute a deed agreeing to be bound by the terms of this Agreement.

---

## 10. Notices

- a) 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:
  - (i) By delivering it personally to that party;
  - (ii) By sending by prepaid post addressed to that party at the address set out in this agreement or subsequently notified to each party from time to time; or
  - (iii) Sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by sending party by hand delivery or pre-paid post.
- b) A notice or other communication is deemed served:
  - (i) If delivered, on the next following business day;
  - (ii) If posted, on the expiration of two business days after the date of posting; or
  - (iii) If sent by facsimile, on the next following business day unless the receiving party has requested transmission before the end of that business day.

---

## 11. No Waiver

Any time or other indulgence granted by the Council to the Owner or any variation of the terms and conditions of this agreement or any judgement or Order obtained by the 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.

---

## 12. Severability

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

---

## 13. No Fettering of Council's Powers

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

**14. Commencement of Agreement**

This Agreement commences on the date specified on page one or if no date is specified on page one, the date Council executes this Agreement.

This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright.

Execution page

SIGNED AS AN AGREEMENT

SIGNED BY EAST GIPPSLAND SHIRE COUNCIL by its authorised officer in the presence of:

Signature of witness

Signature of authorised officer

Name:

Authority:

Print name of witness

SIGNED BY FULL NAME in the presence of:

Signature of witness

Signature

Print name of witness

SIGNED BY FULL NAME in the presence of:

Signature of witness

Signature

Print name of witness

Executed by ##[Company Name] ACN )  
##[ACN number] in accordance with section )  
127(1) of the Corporations Act 2001 by being )  
signed by authorised persons for the )  
company:

**Mortgagee's Consent**

##[Mortgagee Name] as Mortgagee under Instrument of mortgage No. ##[Mortgage No] consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement. ]

.....



## Appendix 1 Management Plan

### 1. Specific Obligations of the Owner

The Owner agrees that:

- (a) Prior to the erection of any buildings on the Land or the commencement of any works thereon, a plan drawn to scale showing the location, dimensions, colour or construction (and stages thereof) on the Land, including access roads and parking areas to be set aside for the accommodation of stationary motor vehicles and the loading and unloading of motor vehicles, recreation facilities, and any other matter considered relevant by the Council, shall be submitted to and approved by the Council.
- (b) The layout of the Land and the size of any proposed buildings and works shall not be altered or modified (whether or not in order to comply with any statute rule or by-law or for any other reason) without the written consent of the Council.
- (c) The disposal of sewerage, sullage and other liquid wastes arising from the development of the Land shall be treated and disposed of in a proper manner to the satisfaction of the Council and in accordance with the requirements of the Environment Protection Act 1970 and the Health Act 1958 or any subsequent corresponding enactments.
- (d) All effluent shall be disposed of within the curtilage of the Land and shall not drain directly or indirectly onto any adjoining property, land, water course or drain. An adequate portion of the Land shall be set aside and kept available for the purpose of effluent disposal.
- (e) The provision of telephone services, electricity and water to the Land shall be to the satisfaction of the Council.
- (f) Stormwater drainage shall be designed and constructed in conformity with the requirements of the Council and in accordance with plans and specifications submitted to and approved by the Council.
- (g) All internal roadways and car parking areas shall be designed and constructed in conformity with the requirements of the Council and in accordance with plans and specifications submitted to and approved by the Council.
- (h) Prior to the commencement of any buildings or works on the Land a landscape plan shall be prepared showing:
  - (i) All existing vegetation and natural features;
  - (ii) The area or areas set aside for landscaping;
  - (iii) A schedule of all proposed trees, shrubs and ground cover which will include the location and size at maturity of all plants and the location of all areas to be covered by grass, lawn or other surface materials as specified;

And shall be submitted to and approved by the Council.

- (i) Except with prior approved of the Department of Sustainability and Environment, all boating activity to be carried out from the Land in association with its use for the purpose of tourist residential accommodation must be carried out by using part of the

nearby existing jetty no.208, which use will be subject to any licences consents or requirements of the Department of Sustainability and Environment or other relevant authority.

- (j) The Owner will not take, cut or interfere with any public foreshore vegetation without the written approval of the Department of Sustainability and Environment.
- (k) Any removal of trees other than for the actual area to be covered by buildings or works or as required by any legislation shall require the approval of the Council.
- (l) No buildings on the Land will be altered in size or external appearance without the approval of the Council (other than alterations for the purpose of maintenance).
- ~~(m) No building on the Land shall be used for any purpose other than as part of a holiday accommodation rental business.~~
- ~~(n)~~(m) No more than ~~50-84~~ persons shall occupy the total number of dwelling units on Lots 1-15 and 17 at any one time.
- ~~(n)~~ The Owner (~~except in relation to Lot 16 except for the Manager~~) shall have the right to occupy their Lot for any period ~~up to a maximum of 180 days~~ in any calendar year by arrangement with the Manager and at all other times the said Lot must be available for public rental and as part of the Business. The Council shall be entitled to view and copy all records of bookings and tenancy for ~~Lots 1-15 and 17~~all the Lots at any time during normal office hours and the Council on request can require the Owner to provide evidence of having a primary place of residence elsewhere-
- (o) The Owner (except if an Owner is the Manager) shall have the right by arrangement with the Manager for short term rental of the said Lot for a period of no more than 180 days in a calendar year. The Council shall be entitled on request of Council evidence of the number of days accommodated by persons for public rental.
- (p) The Manager shall have the right to occupy Lot 16 on the Endorsed Plan on each day of the calendar year.
- (q) The Lot entitlements and Lot liability shown on the Endorsed Plan shall not be changed without the approval of the Council.
- (r) No amendment to this Agreement shall be considered without referral to the Department of Sustainability and Environment.
- (s) The Owner must enter into a Management Agreement with the Manager in relation to management of the Land for tourist accommodation and containing terms in relation to:
  - (i) Appointment of the Manager for the purposes of administration and management of the Business;
  - (ii) The Owner's Obligations to pay costs, fees and expenses to the Manager (including a management fee) on account of management of the Business and the Lot;
  - (iii) Use of the Land for Business;
  - (iv) Maintenance, repair and use of common facilities (including the foreshore and any rights to use a jetty relating to the Land);

- (v) The Owner's and the Manager's rights and liabilities in relation to any common property and body corporate created in relation to the Land.

## 2. Specific Obligations of the Manager

The Obligations of the Manager:

- (a) Enter into a Management Agreement with the Owner.
- (b) Use its best endeavours to secure the maximum reasonable available rental for the Land or any part thereof.
- (c) Manage the Business in a proper business like manner.
- (d) Account to the Owner in accordance with the Management Agreement for rental received by the Manager in relation to the Land.
- (e) Comply with and ensure that the Owner complies with its obligations under the Management Agreement.
- (f) Act honestly and impartially and without favouring or disadvantaging any Owner.