

NOTICE OF PROPOSAL TO AMEND AN AGREEMENT

Responsible Authority:	East Gippsland Shire Council
Description of the land affected by the agreement:	30 Zachary Drive MALLACOOTA VIC 3892
Description of the proposal:	Amend Section 173 Agreement AM857158G by excising 30 Zachary Drive, Mallacoota from the Agreement
Who initiated the proposal:	Development Solutions Victoria Pty Ltd
The application reference number is:	502.2025.7.1
You may look at the application and any documents that support the application at the website of the responsible authority.	COVID-19 Omnibus (Emergency Measures) Bill 2020 now modifies the requirement of Form 2 so that <i>Planning documents previously required to be physically available to view at local government offices are now only required to be available for online inspection.</i>

This can be done anytime by visiting the following website:

<https://www.eastgippsland.vic.gov.au/building-and-development/advertised-planning-permit-applications>

The proposal was initiated by Development Solutions (on behalf of the landowners) who applied to the responsible authority for agreement to the proposal under section 178A of the **Planning and Environment Act 1987**.

In accordance with section 178A(3) of the **Planning and Environment Act 1987**, the responsible authority has notified the applicant that it agrees in principle to the proposal.

Any person who is given notice of the proposal, or who ought to have been given notice of the proposal under section 178C of the **Planning and Environment Act 1987**, may object to, or make any other submission in relation to, the proposal.

The responsible authority will not make a decision on the proposal under section 178E of the Planning and Environment Act 1987 before:	24 September 2025
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If the responsible authority decides to amend the agreement, or refuses to amend the agreement, the responsible authority will give notice of its decision to any person who made an objection.

In most cases, the responsible authority will give notice of its decision to any person who made a submission.

If the responsible authority proposes to amend the agreement in a manner that is substantively different from the proposal, the responsible authority will give notice of the new proposal to all parties to the agreement and any other persons to whom the responsible authority considers the decision to amend the agreement may cause material detriment.

East Gippsland Shire Council

273 Main Street (PO Box 1618)
Bairnsdale VIC 3875
Website www.eastgippsland.vic.gov.au
Email feedback@egipps.vic.gov.au
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National Relay Service: 133 677
ABN: 81 957 967 765

Application to End or Amend a Section 173 Agreement

s178A Planning and Environment Act 1987; r55 Planning and Environment Regulations 2015

Applicant Details:

Applicant name:	
Business trading name: (if applicable) DEVELOPMENT SOLUTIONS VICTORIA PTY LTD	
Email address: ADMIN@DEVSOLVIC.COM.AU	
Postal address: 48 BAILEY STREET, BAIRNSDALE	
	Postcode: 3875
Preferred Phone number: (03) 5152 4858	Secondary number:

Owners Details: (if not the applicant)

Owner name:	
Business trading name: (if applicable) C/- DEVELOPMENT SOLUTIONS VICTORIA PTY LTD	
Email address: ADMIN@DEVSOLVIC.COM.AU	
Postal address: 48 BAILEY STREET, BAIRNSDALE	
	Postcode: 3875
Preferred Phone number: (03) 5152 4858	Secondary number:

Description of the Land Subject to the Application:

Street number: 30	Street name: ZACHARY DRIVE
Town: MALLACOOTA	Postcode 3892
Lot Number: 4	Plan Number: 734387D
Volume/Folio: VOL 12462 FOL 761	

If the proposal relates to multiple addresses/parcels, please attach a document with the details of the additional land included, and ownership detail for each property.

The Proposal:

The proposal is to:	<input type="checkbox"/> Amend (s178A(1)(a))	<input checked="" type="checkbox"/> End (s178A(1)(b))	<input type="checkbox"/> End in part (s178A(1)(b))
Agreement dealing number and date	AM857158G	0 d	3 d
		0 m	6 m
		2 y	0 y
		1 y	6 y
Planning Permit which required the Agreement:	61/2008/P/C		

Payment of Fees

This application has an associated cost in accordance with the *Planning and Environment (Fees) Regulations 2016*. An invoice will be generated once the application has been assessed to confirm it is complete, and to confirm the number of notice letters, which informs the advertising cost.

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Who is the invoice to be made out to? (provide name, address, phone number and email):

Invoice Recipient (Payer): DEVELOPMENT SOLUTIONS VICTORIA PTY LTD	
Address 48 BAILEY STREET, BAIRNSDALE	
	Post Code: 3875
Email Address: ADMIN@DEVSOLVIC.COM.AU	
Preferred Phone Number: (03) 5152 4858	Secondary Number:

Application Requirements

Required

- **A copy of the Title(s).**
 - A full, current copy of the title(s) of the property (properties) including any restrictions/covenants listed. A copy of this can be purchased from the Land Titles Office www.landata.vic.gov.au. Copies of Titles must not be older than 3 months from the application date.
- **Details of all parties to the Section 173 Agreement**
 - A full list of current Titles affected by the Instrument, to assist with the giving of notice. Note, if all parties to an agreement consent to the proposal in writing (or if all parties make the application together), notice is not required.
 - A suitably qualified legal practitioner can help prepare this information.
- **A written statement which details:**
 - For an application to amend an agreement:
 - the proposed amendment; and
 - the purpose of the proposed amendment; and
 - any change in circumstances that necessitates the proposed amendment; OR
 - For an application to end an agreement in whole or in part:
 - if the proposal is to end the agreement in part, the part of the agreement to be ended; and
 - if the proposal is to end the agreement as to any part of the land, the part of the land to be removed from the application of the agreement; and
 - why the agreement or that part of it is no longer required.

Required, if relevant

- **A company search**
 - If the subject land is owned by a company, a company search must be submitted with the application to confirm the correct ownership details. The company search must not be older than 3 months from the lodgement date.

After a decision is made

Ending an Agreement: Council will provide a cost estimate at the time of approval for legal services associated with registering the ending of the Agreement. You will be invoiced by Council's solicitors for the final amount. The costs must be paid before the registration is undertaken.

Amending an Agreement: Council will provide a cost estimate at the time of approval for legal services associated with preparing the amended agreement, execution and registration of the Amended Agreement. You will be invoiced by Council's solicitors for the final amount. The costs must be paid before the registration is undertaken.

Notice of decision/refusal: If you are given a notice of refusal, or if a notice of decision to end/amend is provided, then there is opportunity for review of the decision at VCAT in accordance with the Act.

Privacy Statement

The East Gippsland Shire Council asks for details about you to make decisions on planning applications. The information you give to us on this form is used for your application and is required for Council to make its decision under the *Planning and Environment Act 1987*. Sometimes we may provide a copy of this application form to another person, but only if it is for a legitimate purpose that is related to the planning process, or we

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are allowed by law, or to protect people or property. If your information is put onto Council's website or provided to another person, Council will always try to make sure your privacy is protected in line with the *Privacy and Data Protection Act 2014*. For instance, if requested by another person, after deciding that it is requested for a legitimate purpose, Council will obtain an undertaking from the recipient confirming how they will use your personal information and that they will destroy it once used.

You may ask for more information about Council's Privacy Policy by contacting our Privacy Officer on 03 5153 9500 or e-mail feedback@egipps.vic.gov.au. You can gain access to information you provided to us through the Freedom of Information Act 1982, more information about FOI is available on Council's website.

Declarations:

- ☐ I declare that I am the applicant and that all the information in this application is true and correct.
- ☐ I confirm that I have authority to use the relevant documents.
- ☐ In the event that the giving of notice is required pursuant to Section 178C of the *Planning and Environment Act 1987*, I permit documents submitted as part of this application, including my name and address, to be made available for public viewing on Council's website for the duration of the notice period and until a determination is made. I also permit the full documentation, including my email address and phone number being made available upon request by third parties with an interest in the proposal for use in relation to the application, on condition that the information is destroyed when the matter is finalised.
- ☐ I accept the East Gippsland Shire Council Privacy Statement.

Applicant signature: _____	
Name: COURTNEY CAMPBELL	Date: 24 / 06 / 2025

Submitting your application:

Electronic	Complete electronically on our website Email to planning@egipps.vic.gov.au	
Mail	Post the signed, completed form together with copies of any documentation to: PO Box 1618 BAIRNSDALE VIC 3875.	
In Person	Bring the completed form and supporting documents to any of the following locations:	
	Service Centre Opening Hours: 9.00am to 5:00pm. Monday to Friday. Mallacoota Service Centre Opening Hours: Monday and Tuesday 10.00am to 2.00pm Wednesday, Thursday, Friday 2.00pm to 5.00pm	Bairnsdale Corporate Centre: 273 Main Street. Lakes Entrance Service Centre: 18 Mechanics Street. Omeo Service Centre: 179 Day Avenue. Orbost Service Centre: 1 Ruskin Street. Paynesville Service Centre: 55 The Esplanade. Mallacoota Service Centre: 70 Maurice Avenue

Our ref: 25044

24th June 2025

Andrew Bates
Acting Statutory Planning Coordinator
East Gippsland Shire Council
PO Box 1618
Bairnsdale Vic 3875

Dear Andrew,

**Re: Request to end Section 173 Agreement – AM857158G
30 Zachary Drive, Mallacoota**

We write to seek Councils 'in principle' approval to apply to end Section 173 Agreement **AM857158G** pertaining to land at 30 Zachary Drive, Mallacoota under the provisions of Section 178A of the *Planning and Environment Act 1987*.

Section 178A of the *Planning and Environment Act 1987* provides the following:

Proposal to amend or end agreement

(1) An [owner](#) of [land](#), or a person who has entered into an agreement under [section 173](#) in anticipation of becoming the [owner](#) of the [land](#), may apply to the responsible authority for agreement to a proposal—

- (a) to amend an agreement in respect of that [land](#); or
- (b) to end an agreement in respect of that [land](#), wholly or in part or as to any part of that [land](#).

(2) An application under subsection (1) must—

- (a) be made in accordance with the regulations; and
- (b) be accompanied by the information required by the regulations; and
- (c) be accompanied by the prescribed fee.

(3) The responsible authority must notify the [owner](#) as to whether it agrees in principle to the proposal under subsection (1).

(4) If an application under subsection (1) was made by a person who has entered into an agreement under [section 173](#) in anticipation of becoming the [owner](#) of the [land](#), the responsible authority must notify the [owner](#) and that person as to whether it agrees in principle to the proposal.

(5) The responsible authority may, on its own initiative, propose to amend or end an agreement.

The *Planning and Environment Regulations 2015* provide the following requirements when seeking to amend or end an agreement.

PLANNING AND ENVIRONMENT REGULATIONS 2015 - REG 55

Application for agreement to proposal to amend or end an agreement

For the purposes of section 178A(2) of the Act, an application for agreement to a proposal to amend or end an agreement must be in writing and must—

- (a) state the applicant's name, address and phone number; and*
- (b) clearly identify the agreement proposed to be amended, ended or ended in part; and*
- (c) in the case of a proposal to amend an agreement, clearly describe—*
 - (i) the proposed amendment; and*
 - (ii) the purpose of the proposed amendment; and*
 - (iii) any change in circumstances that necessitates the proposed amendment; and*
- (d) in the case of a proposal to end an agreement, clearly describe—*
 - (i) if the proposal is to end the agreement in part, the part of the agreement to be ended; and*
 - (ii) if the proposal is to end the agreement as to any part of the land, the part of the land to be removed from the application of the agreement; and*
 - (iii) why the agreement or that part of it is no longer required.*

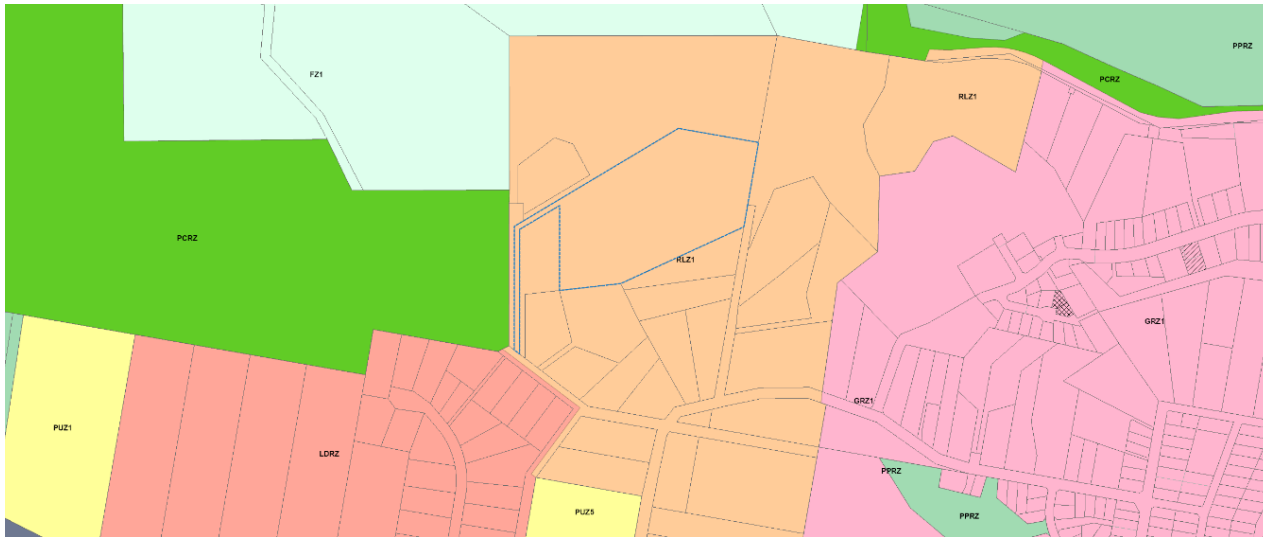
This agreement was originally created as a result of the subdivision approved in 2008. At that time, the land was approximately 13.9 hectares and subdivided into seven lots. Subsequently, 32 Zachary Drive was further subdivided into two lots. As 30 Zachary Drive was a part of the original common property, it was included in the subsequent subdivision and a new copy of plan, thereby carrying over the Section 173 Agreement.

The Agreement was a condition of the subdivision planning permit (Permit No. 61/2008/P/C), and was registered on individual titles to ensure specific controls could be applied to each lot beyond completion of the subdivision.

The intention of the Section 173 Agreement is to give ongoing effect to conditions of Planning Permit 61/2008/P/C, which primarily relate to bushfire management (including building envelopes), vegetation protection, access, and water supply. This request specifically seeks to vary Clause 6.1.2 of the Agreement, which requires dwellings to be constructed within the designated bushfire building envelopes.

The intention of the Bushfire Management Overlay provisions within the Planning Scheme to include a Bushfire Management Plan within a Section 173 Agreement at subdivision stage is to exempt further planning approval under the Bushfire Management Overlay for the development of a dwelling, if constructed within the approved location. If an alternate location is desired this can be requested by separate planning approval. In this instance, it is considered that there are alternative locations that a dwelling can be constructed whilst still meeting the objectives of the Bushfire Management Overlay.

The subject land is currently zoned Rural Living Zone – Schedule 1 (RLZ1) and is surrounded by land within the RLZ1, General Residential Zone (GRZ), and Low Density Residential Zone (LDRZ).



The subject site is affected by the following overlays under the provisions of the East Gippsland Planning Scheme:

- Bushfire Management Overlay (BMO)
- Erosion Management Overlay (EMO)
- Significant Landscape Overlay – Schedule 6 (SLO6)
- Vegetation Protection Overlay – Schedule 8 (VPO8)

Approving this request to end the current agreement and replace it with a revised version will enable Council and the CFA to consider a proposal for a building outside the existing building envelope specified in the Section 173 Agreement. Our client has received preliminary advice from the Country Fire Authority (CFA) supporting the dwelling in an alternative location to that nominated in the endorsed Bushfire Management Plan. The CFA's requirements have been addressed accordingly.

We propose to end the existing Agreement and replace it with a new Agreement containing the following revised wording for Clause 6.1.2:

6.1.2 Must be constructed to the standards as outlined within the East Gippsland Planning Scheme Bushfire Management Overlay.

As opposed to:

6.1.2 must be constructed within the Bushfire Building Envelopes.

We believe this request is reasonable, as the proposed new dwelling location meets all CFA requirements and complies with the standards of the Bushfire Management Overlay. Importantly, Council would still retain the authority to assess and approve any such proposals, ensuring all relevant planning considerations are appropriately addressed.

All other matters contained within the Section 173 Agreement will be retained. In this instance ending an agreement and reinstating a new agreement is a simpler legal process relative to the mortgage and title requirements.

This request will be supported by an application for planning permit for the development of a dwelling and outbuilding. This application includes a new Bushfire Management Plan meeting the requirements of the Bushfire Management Overlay.

The ending of this agreement will not result in a detrimental impact to any of the surrounding land or to any other party to the agreement.

This submission in addition to the planning permit application address the requirements outlined in both Section 178A of the *Planning and Environment Act 1987* and Regulation 55 of the *Planning and Environment Regulations 2015*.

We look forward to progressing this request in a timely manner. Should you require any further information, please do not hesitate to contact our office.

Regards,

Courtney Campbell
Development Solutions Victoria

13. APPENDIX C – CFA PRELIMINARY ADVICE

From: Sacco, Mark
Sent: Thursday, 10 April 2025 3:19 PM
To: Mitch Baade; Mark Potter
Cc: Mark Holland
Subject: RE: Preliminary CFA Assessment for 30 Zachary Drive, Mallacoota

Hi Mitch and Mark,

Mark Holland and myself have reviewed the information provided and offer the following comments on the proposal.

Although CFA is of the opinion that siting options closer toward the front of the property are available, CFA will accept the proposed siting subject to a vegetation management plan specifying that the existing grassland portion of the site be managed to ensure that it remains as grassland into the future and that revegetation does not occur. This will also provide enhancement of protection measures given the extreme Type 4 landscape.

In relation to proposed BAL and defensible space, CFA will accept the proposed BAL 29 and 51m or property boundary defensible space, subject to amended architectural/building drawings that detail all proposed construction and materials as specified within the Bushfire Management Statement (BMS) such as 6mm double glazed windows, subfloor enclosed with BAL 40 compliant cladding and metal roofing. In addition the drawings are to detail non-combustible decking and not allow the use of BAL 29 compliant timber.

Alternatively the Bushfire Management Plan could be amended to specify BAL 40 construction to the entire building.

Hope this provides adequate guidance, please don't hesitate to contact me if you wish to discuss further.

Regards
 Mark

Mark Sacco
 Fire Safety Officer
 Regional Fire Safety Unit

Fire Rescue Victoria
 Community Safety Directorate

M. 0438 743 126

E. frv.vic.gov.au



We acknowledge Aboriginal and Torres Strait Islander peoples as the Traditional Custodians of the land, and pay our respects to their cultures and their Elders past, present and emerging.

This information is also included in Appendix C of the Bushfire Management Statement lodged with our planning permit application for your reference.

If you require any further information, please don't hesitate to contact our office.
 Wishing you a pleasant afternoon.

Kind Regards,

Department of Environment, Land, Water and Planning

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REGISTRATION CONFIRMATION STATEMENT

Produced: 09/01/2025 02:46:07 PM

VOLUME 12462 FOLIO 761

LAND DESCRIPTION

Lot 4 on Plan of Subdivision 734387D.

PARENT TITLES :

Volume 11857 Folio 049 Volume 11861 Folio 241

Created by instrument PS734387D/D1 22/03/2023

REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

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
S946112Y 18/02/1994

AGREEMENT Section 173 Planning and Environment Act 1987

AM857158G 16/06/2016

DIAGRAM LOCATION

SEE PS734387D FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AY766093L (E)	TRANSFER	Registered	09/01/2025

Additional information:

Street Address: 30 ZACHARY DRIVE MALLACOOTA VIC 3892

ADMINISTRATIVE NOTICES

NIL

eCT Control 24356W CONVEYANCING PROFESSIONALS PTY LTD
Effective from 09/01/2025

DOCUMENT END

Lodgement No: 9213755
Email: MICKM@CONVEYANCINGPROFESSIONALS.COM.AU
Customer Code: 24356W
Customer Name: CONVEYANCING PROFESSIONALS PTY LTD

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PLAN OF SUBDIVISION

EDITION 2 PS 734387D

COUNCIL NAME: EAST GIPPSLAND SHIRE COUNCIL

LOCATION OF LAND

PARISH: MALLACOOTA
TOWNSHIP: _____
SECTION: _____
CROWN ALLOTMENT: 9 A (PART)
CROWN PORTION: _____
TITLE REFERENCE: VOL 10097 FOL 247
 VOL 11857 FOL 049
LAST PLAN REFERENCE: LOT 1 - PS312176W
 LOT 1 - PS640193Q
POSTAL ADDRESS: 30 & 32 ZACHARY DRIVE,
 (at time of subdivision) MALLACOOTA 3892
MGA94 CO-ORDINATES: E: 742 040 ZONE: 55
 (of approx centre of land in plan) N: 5841 460

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

NOTATIONS

DIMENSIONS SHOWN UNDERLINED ARE NOT THE RESULT OF THIS SURVEY.
 THE AREA OF LOT 3 IS BY DEDUCTION FROM TITLE.

NOTATIONS

DEPTH LIMITATION 15.24 METRES BELOW THE SURFACE

SURVEY:

This plan is based on survey.

STAGING:

This is not a staged subdivision.
 Planning Permit No.

This survey has been connected to permanent marks No(s). 52 & 53

In Proclaimed Survey Area No. NIL

LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS

FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES

EASEMENT INFORMATION

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

SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO THE LAND IN THIS PLAN

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	ELECTRICITY SUPPLY	10	PS312172W	S. E. C. V.
E-1	WAY, DRAINAGE, SEWERAGE & SUPPLY OF GAS, ELECTRICITY, TELEPHONE SERVICES, WATER AND DATA TRANSMISSION	10	PS312172W	LOT 1 ON PS312176W
E-2	ELECTRICITY SUPPLY	10	PS312172W	S. E. C. V.
E-2	WAY, DRAINAGE, SEWERAGE & SUPPLY OF GAS, ELECTRICITY, TELEPHONE SERVICES, WATER AND DATA TRANSMISSION	10	PS312172W	LOT 2 ON PS312176W

Crowther & Sadler Pty. Ltd.

LICENSED SURVEYORS & TOWN PLANNERS
 162 MACLEOD STREET, BAIRNSDALE, VIC., 3875
 P. (03) 6162 6011 E. contact@crowthersadler.com.au

SURVEYORS FILE REF: 19883

MICHAEL JOSEPH SADLER, VERSION 1

ORIGINAL SHEET
 SIZE: A3

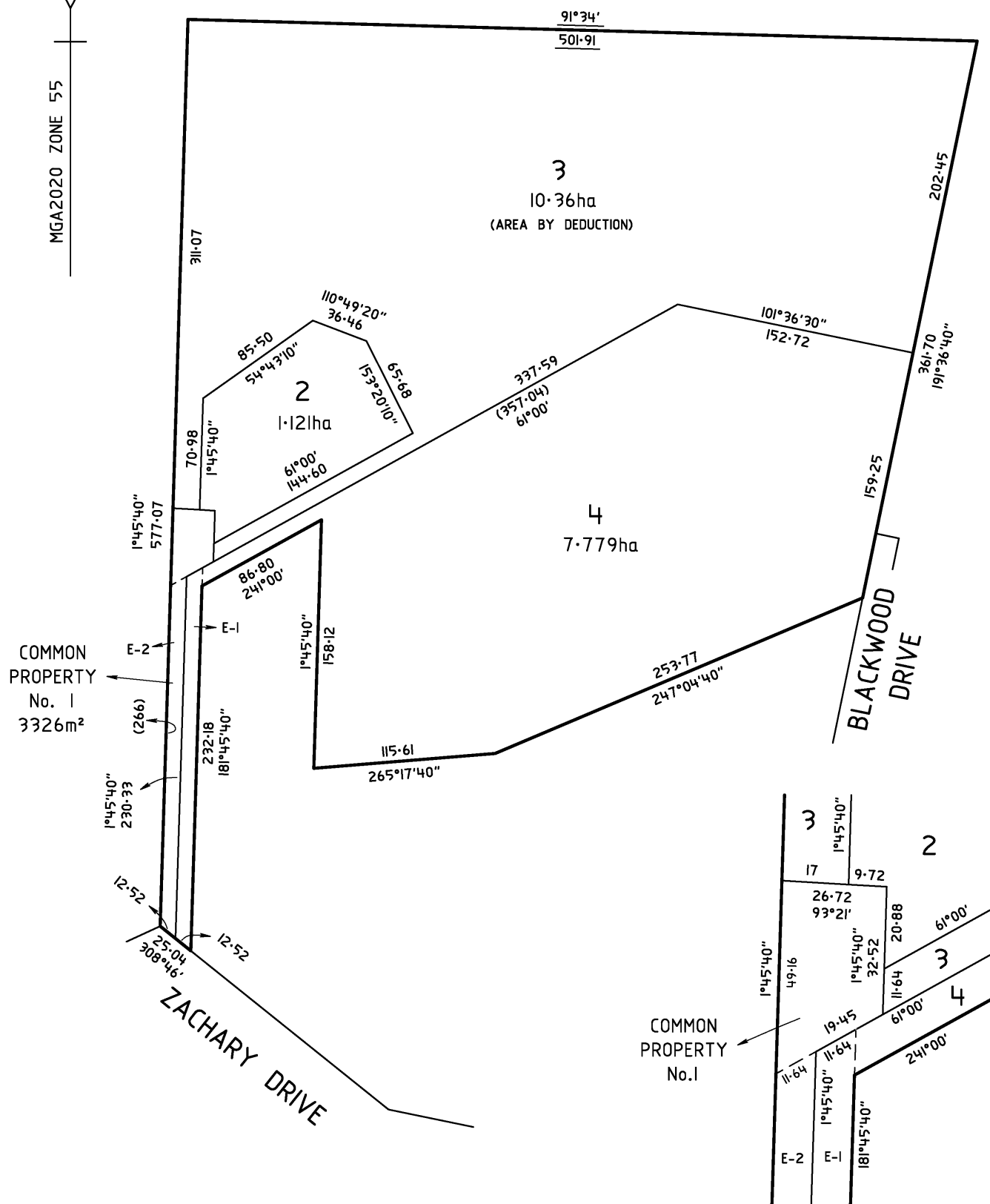
SHEET 1 OF 2 SHEETS

THIS IS A LAND USE VICTORIA
 COMPILED PLAN
 FOR DETAILS SEE MODIFICATION TABLE

Printed 10/09/2025

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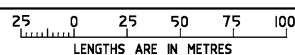


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SURVEYORS REF
19883

SCALE
1:2500



ORIGINAL SHEET
SIZE: A3

SHEET 2

MICHAEL JOSEPH SADLER, VERSION 1

Printed 10/09/2025

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Plan of Subdivision PS734387D Certification of plan by Council (Form 2)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S064112V
Plan Number: PS734387D
Responsible Authority Name: East Gippsland Shire Council
Responsible Authority Permit Ref. No.: 315/2013/P
Responsible Authority Certification Ref. No.: PS734387D
Surveyor's Plan Version: 1

Certification

☒ This plan is certified under section 6 of the Subdivision Act 1988

Public Open Space

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

☐ Has not been made at Certification

Digitally signed by Council Delegate: Sarah McLaughlin
Organisation: East Gippsland Shire Council
Date: 16/04/2015

PS734387D

WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.

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Code 1161S

VICTORIA

180294 1024 MISC \$59 \$946112Y

APPLICATION BY RESPONSIBLE
AUTHORITY under Section 181 Planning
and Environment Act 1987 for ENTRY
OF A MEMORANDUM OF
AGREEMENT.

The Responsible Authority under the Planning Scheme having entered into an Agreement with the parties named for the land described requires that a memorandum of the Agreement be entered on the Certificate(s) of Title to the land referred to.

LAND (insert Certificate of Title Volume and Folio)
Certificates of Title Volume 10097 Folios 247, 248 and 249

ADDRESS OF THE LAND
Mirrabooka Road, Mallacoota

RESPONSIBLE AUTHORITY
Mallacoota Water Board

PLANNING SCHEME
Orbost Planning Scheme

AGREEMENT DATE

1.8.92

AGREEMENT WITH (name and address)

The MALLACOOTA WATER BOARD
of 100 Bastion Point Road, Mallacoota

IAN JOHN BRUCE and NARELLE
BRUCE and ROGER EDWARD BRUCE
Of 34 Bruce Street Mallacoota; and

Signature for the Responsible Authority:

Name of Officer: RAJ. P. RAJAKUMAR.

Date: 7th FEBRUARY, 1994.

ID:bruce.APT:40c

As 16/3/94

THIS AGREEMENT is made the ^{1st} day of August 1992

BETWEEN:

THE MALLACOOTA WATER BOARD (The Board)

of 100 Bastion Point Road Mallacoota

of the first part

and

IAN JOHN BRUCE AND NARELLE BRUCE

and

ROGER EDWARD BRUCE (The Owners)

all of 34 Bruce Street Mallacoota

of the second part

WHEREAS:-

- (A) The Owners are the registered proprietors of the land described in First Schedule hereto (the subject land) and have made application to the Shire of Orbost as the Responsible Authority under the Orbost Planning Scheme (the scheme) for a permit to subdivide the subject land for rural residential purposes.
- (B) The Shire of Orbost has granted Planning Permit No. OPS-LS-C4-145 dated the 7th day of November 1991 (the Permit) for the subdivision of the subject land for rural residential purposes subject to conditions including a condition as follows:-

"The Owner enters into an agreement with the Mallacoota Water Board under Section 173 of the Planning and Environment Act 1987. Such agreement shall allow for the subdivision of the land into five (5) allotments, generally as submitted with Lot 3 including the allotment shown as Lot 4.

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Such agreement shall prevent the further subdivision of Lot 3 (incorporating Lot 4) until such time as the Mallacoota Water Board determines that it is able to supply reticulated water in an adequate quantity and at an adequate pressure.

Such agreement would not prevent the Board allowing water supply by measure to Lots 1, 2 and 3 under the Boards normal conditions, which include inter alia the provision that the Board does not undertake to supply water of a particular quantity or to provide any degree of pressure, continuity of supply or sufficient for fire fighting purposes. Such agreement shall come into effect prior to the issue of a Certificate of Compliance.

Such agreement may be ended at such time as the Mallacoota Water Board determines that it is able to supply reticulated water to any Lots created by further subdivision of Lot 3 in an adequate quantity and at an adequate pressure.

Such agreement shall be registered with the Registrar of Titles Act as provided under Section 181 of the Planning and Environment Act 1987.

Such agreement shall include an undertaking of the owner to pay all costs associated with the preparation and registration of the Agreement."

- (c) The Board and the Owners have agreed that without restricting or limiting their respective powers to enter into this Agreement and insofar as it can be so treated this Agreement shall be treated as being an agreement under Section 173(1) of the Planning and Environment Act

1987.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. In this Agreement unless inconsistent with the context or subject matter:-

"Owners" shall mean the person or persons entitled from time to time to be registered by the Registrar of Titles as the proprietor or proprietors of an estate in fee simple of the subject land;

"subdivision" includes:-

 - .1 The dividing of land into two or more parts -
 - (a) by sale, conveyance, transfer or partition; or
 - (b) by procuring the issue of a Certificate of Title under the Transfer of Land Act 1958 in respect to a part of the land;
 - .2 the subdivision of land by sale, transfer or partition into two or more Lots and common property.
 - .3 The subdivision of land by sale, transfer or partition into two or more units and common property whether or not any unit is on the same level as any other unit; and "subdivided" has a corresponding interpretation.
2. The Owners with the intent that their covenant hereunder shall run with the land hereby covenant and agree that they (which term shall include the owner or owners of the subject land or any part thereof from time to time) will-
 - .1 Comply with the conditions of the Permit;
 - .2 Not cause, allow or permit the subject land to be further subdivided under the provisions of the Subdivision Act 1988 or any amendment or consolidation thereof or otherwise until such time

as the Board determines that it is able to supply reticulated water to the subject land in an adequate quantity and at an adequate pressure.

This agreement will not prevent the Board (provided appropriate easements are created as required) supplying water by measure to lots 1, 2 and 3 under the Board's normal conditions provided however the owner agrees and is aware that the board does not undertake to supply water of a particular quantity or at a particular pressure, continuity of supply or sufficient for fire fighting purposes.

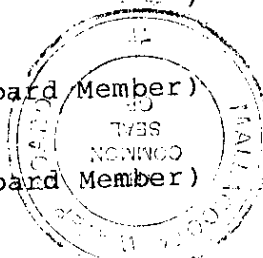
4. The Owners agree to do all things necessary to enable the Board to enter a memorandum of this Agreement on the Certificate of Title to the subject land in accordance with Section 181 of the Act including signing any further agreement acknowledgment or document to enable the said memorandum to be registered under that section.
5. The Owners covenant and agree to pay the Boards costs and incidental to the preparation and execution of this Agreement and registration of a memorandum of Agreement at the office of Titles pursuant to Section 191 of the Act and any duties or fees payable in connection with either the Agreement or the registration of the memorandum at the Office of Titles including any subsequent costs relating to this agreement being brought to an end.
6. This Agreement will end pursuant to Section 177 of the Act by agreement between the Responsible Authority and all persons who are bound by the Covenant in this Agreement and when the Board determines it is able to

supply reticulated water to any Lots created by further subdivision of the subject land in an adequate quantity and at an adequate pressure.

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

THE COMMON SEAL of THE
MALLACOOTA WATER BOARD was hereunto
affixed in the presence of:

..... *[Signature]* (Board Member)
..... *[Signature]* (Board Member)
..... *[Signature]* (Secretary)



SIGNED by the said
IAN JOHN BRUCE in the presence of:

[Signature] Bruce

SIGNED by the said
NARELLE BRUCE in the presence of:

[Signature] Bruce

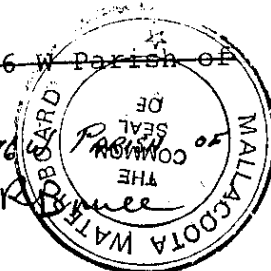
SIGNED by the said
ROGER EDWARD BRUCE in the presence
of:

[Signature] Bruce

SCHEDULE

~~Lot 3 on Plan of Subdivision No. PS 312176 in Parish of~~
~~Mallacoota.~~

LOTS 1-2-3 Plan of Subdivision No PS 312176
MALLACOOTA. *[Signature]* *[Signature]*



[Signature]
[Signature]
[Signature]

Imaged Document Cover Sheet

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

Section 181 Planning and Environment Act 1987

Lodged by:

Name: Eastcoast Conveyancing
Phone: (03)5152 1171
Address: DX 82212 Bairnsdale Vic
Reference: 16-3282
Customer Code: 549U



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

Land: *(volume and folio)*

Volume 10766 Folio 283 Volume 10097 Folio 248

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

East Gippsland Shire Council of 273 Main Street Bairnsdale Victoria 3875

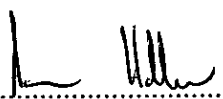
Section and Act under which agreement made:

Section 173 Planning & Environment Act 1987

A copy of the agreement is attached to this Application.

Date: 08/06/2016

Signature for Responsible Authority:



Name of Officer:

Aaron Hollow
Manager Statutory Services.

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Date 03/06/2016

**Agreement under section 173
of the Planning and Environment Act 1987**
Subject Land: 162 Mirrabooka Road Mallacoota

East Gippsland Shire Council
and

Ian John Bruce, Narelle Bruce and Roger Edward Bruce

AM857158G



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Agreement under section 173 of the Planning and Environment Act 1987

Dated 03 / 06 / 2016

AM857158G



Parties

Name	East Gippsland Shire Council
Address	273 Main Street, Bairnsdale, Victoria
Short name	Council

Name	Ian John Bruce and Narelle Bruce and Roger Edward Bruce
Address	Mirrabooka Road Mallacoota, Victoria
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in conditions 4 and 23 of the Planning Permit.
- D. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreement means this Agreement and includes this Agreement as amended from time to time.

Bushfire Building Envelope means the areas identified in the Bushfire Management Statement Plan as a 'building envelope' or the like.

Agreement under section 173 of the Planning and Environment Act 1987

Dated 03 / 06 / 2016

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16/06/2016 \$119.70 173



Parties

Name	East Gippsland Shire Council
Address	273 Main Street, Bairnsdale, Victoria
Short name	Council

Name	Ian John Bruce and Narelle Bruce and Roger Edward Bruce
Address	Mirrabooka Road Mallacoota, Victoria
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in conditions 4 and 23 of the Planning Permit.
- D. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.

The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreement means this Agreement and includes this Agreement as amended from time to time.

Bushfire Building Envelope means the areas identified in the Bushfire Management Statement Plan as a 'building envelope' or the like.

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Bushfire Management Statement Plan means the report entitled 'Bushfire Management Statement Plan Version 1, Ref 12555', prepared by Crowther and Sadler, dated 3 September 2013, as amended from time to time, and approved by Council in accordance with clause 44.06-2 of the Planning Scheme, or such other plan approved by Council'.

Consent or Satisfaction Fee means a fee payable by the Owner to Council for determining whether any one of the Owner's obligations has been undertaken to Council's satisfaction, or deciding whether to give consent for anything this Agreement provides must not be done without Council's consent, and which is payable at the rate of:

- (a) \$102 if paid within 12 months from the date that this Agreement commences; or
- (b) \$102 plus Indexation if paid at any time after 12 months from the date that this Agreement commences.

CPI means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

Current Address means:

- (a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- (b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

Current Email means:

- (a) for Council, feedback@egipps.vic.gov.au, or any other email address listed on Council's website; and
- (b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

Dependent Person's Unit has the same meaning as in the Planning Scheme.

Dwelling has the same meaning as in the Planning Scheme.

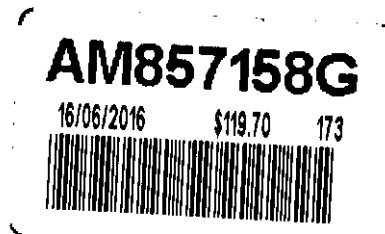
Indexation means an annual adjustment to the Consent Fee carried out in accordance with CPI.

Lot means a lot created by a subdivision of the Subject Land whether in accordance with the Planning Permit or otherwise.

Mortgagee means the person registered or entitled from time to time to be registered as mortgagee of the Subject Land or any part of it.

Owner means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land and includes a mortgagee-in-possession.

Owner's obligations includes the Owner's specific obligations and the Owner's further obligations.



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Party or Parties means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

Planning Permit means planning permit no.61/2008/P/C, as amended from time to time, issued on 28th January 2010, authorising the subdivision of the Subject Land in accordance with plans endorsed by Council.

Planning Scheme means the East Gippsland Planning Scheme and any other planning scheme that applies to the Subject Land.

Property Management Plan means the plan endorsed by Council from time to time pursuant to condition 4 of the Planning Permit

Proposed Lot means a lot identified on the Endorsed Plan.

Relevant Fire Authority means the relevant fire authority for the Subject Land pursuant to the Planning Scheme.

Subject Land means the land situated at 162 Mirrabooka Road Mallacoota being the land referred to in certificates of title volume 10766 folio 283 and volume 10097 folio 248 and any reference to the Subject Land includes any Lot created by the subdivision of the Subject Land or any part of it.

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

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3. Purposes of Agreement

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

- 3.1 give effect to the Planning Permit;
- 3.2 satisfy the requirements of the exemption from a planning permit contained in Clause 44.06-1 of the Planning Scheme; and
- 3.3 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Reasons for Agreement

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

- 4.1. Council would not have issued the Planning Permit without the condition requiring this Agreement;
- 4.1 the CFA would not have agreed to the Planning Permit without the condition requiring this Agreement; and
- 4.2 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

5. Agreement required

The Parties agree that this Agreement will continue to be required unless Council confirms in writing that it is no longer required.

6. Owner's specific obligations

6.1 Bushfire management

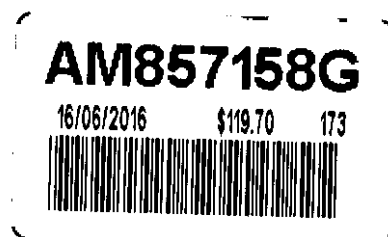
The Owner must ensure that any future Dwelling or Dependent Person's Unit built, constructed or erected, or permitted to be built, constructed or erected:

- 6.1.1 must be provided with a static water supply which meets all requirements of condition 26 of the Planning Permit; and
- 6.1.2 must be constructed within the Bushfire Building Envelope.

6.2 Vegetation Management

The Owner must:

- 6.2.1 implement the defendable space requirements set out in the Bushfire Management Statement Plan:
 - (a) on Proposed Lot 2 – before the issue of the statement of compliance; and
 - (b) on any of Proposed Lots 1, 3, 4, 5, 6, or 7 – before the occupation of any new Dwelling on the relevant Lot;
- 6.2.2 maintain vegetation on the Subject Land in accordance with the requirements of:

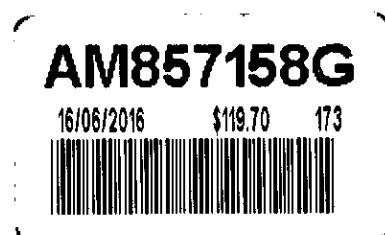


- (a) conditions 27 and 28 of the Planning Permit; and
- (b) the Bushfire Management Statement Plan.

6.3 Static Water Supply

The Owner must:

- 6.3.1 before the issue of the statement of compliance, provide a static water supply for the existing Dwelling on Proposed Lot 2;
- 6.3.2 before any new Dwelling is occupied on any of Proposed Lots 1, 3, 4, 5, 6, or 7, provide a static water supply on the Subject Land to service that Lot in accordance with the requirements of Condition 26 of the Planning Permit; and
- 6.3.3 ensure the static water supply:
 - (a) provides a minimum of 10,000 litres of water;
 - (b) is maintained solely for fire fighting purposes;
 - (c) is located within 60 metres of all outer walls of the Dwelling it services (allowing for any obstructions);
 - (d) is stored in an above ground water tank constructed of concrete, steel or corrugated iron;
 - (e) incorporates a 64mm nominal (minimum) gate or ball valve and 64mm (fixed size, 3 threads per inch, male fitting to suit a CFA coupling;
 - (f) incorporates a vortex inhibitor, or additional water supply to ensure that the volume of water available is not restricted by a vortex;
 - (g) incorporates a separate ball or gate valve to provide access to the water by the resident of the Dwelling (for firefighting purposes);
 - (h) is not obstructed by vegetation, buildings, fences or other structures;
 - (i) allows fire authority vehicles to get within 4 metres of the water supply outlet; and
 - (j) incorporates signage on or adjacent to the water tank that:
 - (i) indicates the water supply is for fire fighting purposes only;
 - (ii) specifies the capacity of the water tank; and
 - (iii) has lettering that is:
 - A. in upper case;
 - B. not less than 75mm in height;
 - C. fade resistant; and
 - D. in a contrasting colour with that of the background;



- 6.3.4 ensure pipework between the static water supply and the outlet/s is a minimum 64mm nominal bore;
- 6.3.5 ensure fixed above-ground water pipelines and fittings are constructed of materials resistant to corrosion and combustion;
- 6.3.6 ensure any water supply outlet/s are:
 - (a) fixed to the water tank; and
 - (b) face away from the Building to allow access during emergencies;
- 6.3.7 ensure all below-ground water pipelines must be installed to at least the following depths:
 - (a) 300 millimetres, in areas subject to vehicle traffic;
 - (b) 75 millimetres under Dwellings or concrete slabs; and
 - (c) 225 millimetres for all other locations.

6.4 Access

The Owner must:

- 6.4.1 provide vehicle accessways:
 - (a) on Proposed Lot 2 – prior to the issue of a statement of compliance for that Lot;
 - (b) on any of Proposed Lots 1, 3, 4, 5, 6, or 7 – before any new Dwelling is occupied on the relevant Lot;
- 6.4.2 ensure that all vehicle accessways (including gates, bridges and culverts) provided pursuant to clause 6.4.1:
 - (a) do not contain a curve with an inner radius of less than 10 metres;
 - (b) do not contain a dip with more than a 1 in 8 (12.5%) (7.1 degrees) entry and exit angle;
 - (c) are of an average grade of no more than 1 in 7 (14.4%) (8.1 degrees) with a maximum grade of no more than 1 in 5 (20%) (11.3 degrees) for no more than 50 metres;
 - (d) have a minimum trafficable width of 3.5 metres;
 - (e) are substantially clear of encroachments for at least 0.5 metres on each side of the vehicle accessway;
 - (f) are clear of encroachments at least 4 metres vertically across its full width;
 - (g) are designed, constructed and maintained for a load limit of at least 15 tonnes; and
 - (h) are of all-weather construction.



6.5 Maintenance

The Owner must carry out and thereafter maintain in perpetuity all requirements contained in clauses 6.1, 6.2, 6.3, and 6.4 of this Agreement:

- 6.5.1 at the full cost of the Owner; and;
- 6.5.2 to the satisfaction of Council and the Relevant Fire Authority.

6.6 No further subdivision

Notwithstanding anything in the Planning Scheme, the Owner must not subdivide the Subject Land in a way that creates an additional Lot except in accordance with the Planning Permit.

6.7 Vegetation

The Owner must not remove any vegetation from the Subject Land to accommodate the construction of:

- 6.7.1 Dwellings;
- 6.7.2 fencing; or
- 6.7.3 vehicle access to Proposed Lots 1 or 2.



6.8 Roads across drains and watercourses

The Owner agrees that:

- 6.8.1 where a road or other accessway crosses a drainage line or watercourse the Owner must construct a piped crossing or other bridging structure to the satisfaction of Council; and
- 6.8.2 in determining its satisfaction with a crossing or bridging structure pursuant to clause 6.8.1, Council may seek advice from the Department of Sustainability and Environment.

6.9 Fill

The Owner must ensure that:

- 6.9.1 all fill associated with construction of accessways to Proposed Lots is compacted;
- 6.9.2 all batters must be topsoiled and revegetated; and
- 6.9.3 all drainage from benched areas, batters and accessways is diverted via multiple drainage points and on non-scouring grades to stable vegetated areas.

6.10 Property

The Owner must prepare and submit for Council's approval a Property Management Plan for Proposed Lots 1, 2, 3 and 4 addressing but not limited to:

- 6.10.1 establishing domestic and conservation management zones on the Subject Land;
- 6.10.2 vegetation to be removed for fire protection purposes;
- 6.10.3 weed and pest management;

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- 6.10.4 methods of protecting native vegetation;
- 6.10.5 persons responsible for implementing and monitoring vegetation replacement; and
- 6.10.6 timeframes for implementing the recommendations and requirements of the Property Management Plan.

7. Owner's further obligations

7.1 Notice and registration

The Owner must bring this Agreement to the attention of all prospective occupiers, purchasers, lessees, licensees, mortgagees, chargees, transferees and assigns.

7.2 Further actions

The Owner:

- 7.2.1 must do all things necessary to give effect to this Agreement;
- 7.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with section 181 of the Act; and
- 7.2.3 agrees to do all things necessary to enable Council to do so, including:
 - (a) sign any further agreement, acknowledgment or document; and
 - (b) obtain all necessary consents to enable the recording to be made.

7.3 Fees

The Owner must pay any Consent or Satisfaction Fee to Council within 14 days after a written request for payment.

7.4 Council's costs to be paid

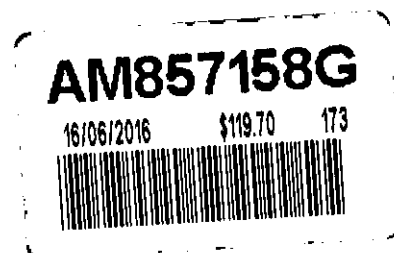
The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

- 7.4.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- 7.4.2 preparing, drafting, finalising and recording any amendment to this Agreement; and
- 7.4.3 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

7.5 Time for giving consent

If Council makes a request for payment of:

- 7.5.1 a fee under clause 7.3; or
- 7.5.2 any costs or expenses under clause 7.4.3,



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the Parties agree that Council will not decide whether the Owner's obligation has been undertaken to Council's satisfaction, or whether to grant the consent sought, until payment has been made to Council in accordance with the request.

7.6 Interest for overdue money

- 7.6.1 The Owner must pay to Council interest in accordance with section 227A of the *Local Government Act* 1989 on any amount due under this Agreement that is not paid by the due date.
- 7.6.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

8. Agreement under section 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with section 173 of the Act.

9. Owner's warranties

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.

10. Successors in title

Until such time as a memorandum of this Agreement is recorded on the certificate of title of the Subject Land, the Owner must require successors in title to:

- 10.1 give effect to this Agreement; and
- 10.2 enter into a deed agreeing to be bound by the terms of this Agreement.

11. General matters

11.1 Notices

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

- 11.1.1 personally on the other Party;
- 11.1.2 by leaving it at the other Party's Current Address;
- 11.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- 11.1.4 by email to the other Party's Current Email.



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11.2 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

11.3 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

11.4 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

11.5 Inspection of documents

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

11.6 Governing law

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

12. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date the Planning Permit was issued.

AM857158G



Signing Page

Signed, sealed and delivered as a deed by the Parties.

Signed sealed and delivered by the Chief Executive Officer on behalf of the **East Gippsland Shire Council** pursuant to the power delegated to that person by an Instrument of Delegation in the presence of:

Colleen Smith

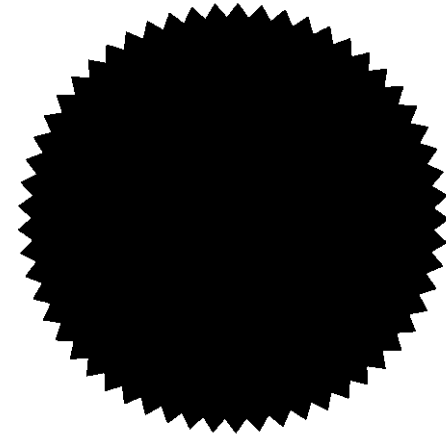
Witness

Colleen Smith

Print name

03/06/16

)
)
)
)
)
Ray Bell



Signed Sealed and Delivered by Ian John Bruce in the presence of:

R. G. Smith

Witness

)
)
I. J. Bruce

Signed Sealed and Delivered by Narelle Bruce in the presence of:

R. G. Smith

Witness

)
)
Narelle Bruce

Signed Sealed and Delivered by Roger Edward Bruce in the presence of:

R. G. Smith

Witness

)
)
R. Bruce

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Mortgagee's Consent

AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD as Mortgagee under Instrument of mortgage No. AM3766908T 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.

.....
Signatory and Stamp

Executed for and on behalf of **AUSTRALIA AND NEW ZEALAND BANKING GROUP** LIMITED ABN 11 005 357 522 under Power of Attorney dated 18 November 2002 and registered in Victoria Permanent Order Book no. 277 page 19 Item 6 by
KRISTINE JOHNSON

who certifies that he/she is a **BANK OFFICIAL** and that he/she has not received notice of revocation of that power in the presence of

)
) Signature of Attorney
)
) Signature of Witness
) **LAL. RAMANAYAKE**
)
) Print name of Witness
) **14C 833 COLLINS ST**
) **MELBOURNE 3008**
)
) Address of Witness VIC