

Our ref: 20739

22 April 2024

Mr. Robert Pringle
Statutory Planning Coordinator
East Gippsland Shire Council
Via email: planning@egipps.vic.gov.au

Dear Robert,

**Re: Consent Request Section 173 Agreement AU697150T
8 The Sanctuary, Metung
Lot 130 on PS 548109V**

On behalf of our client, we are seeking Council's consent for a variation from Clauses 3.14.1 and 3.14.2 of Section 173 Agreement AU697150T.

Section 173 Agreement AU697150T requires the prior written consent of Council to build outside of the building envelope at Clause 3.14.1 and to erect a dwelling that has a floor area of not less than 170 square metres at Clause 3.14.2.

Accompanying our consent request is a dwelling plan set prepared by *Metricon*.

The subject land is an irregular shape and of a modest size being just 553m². The property is characterized by moderate slopes falling to the north and west. The property is also encumbered by a 2m x 3m sewerage easement to the north-west of the allotment.

It is proposed to site the proposed dwelling to the south of the subject land to avoid the steeper parts of the property and minimise earthworks. The result of the proposed dwelling siting will result in a marginal encroachment outside of the building envelope.

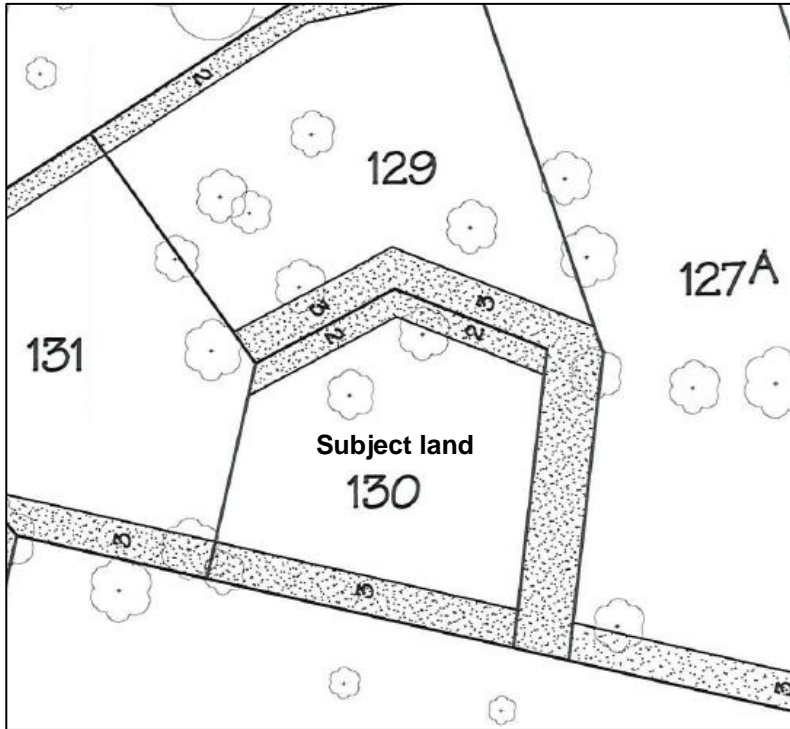
The building envelope extends the entire width of the property. The building envelope excludes land within three metres wide of the southern boundary (property frontage) and within two metres of the northern boundaries (rear property boundary).

We have included an extract of the approved building envelope to assist with Council's considerations.



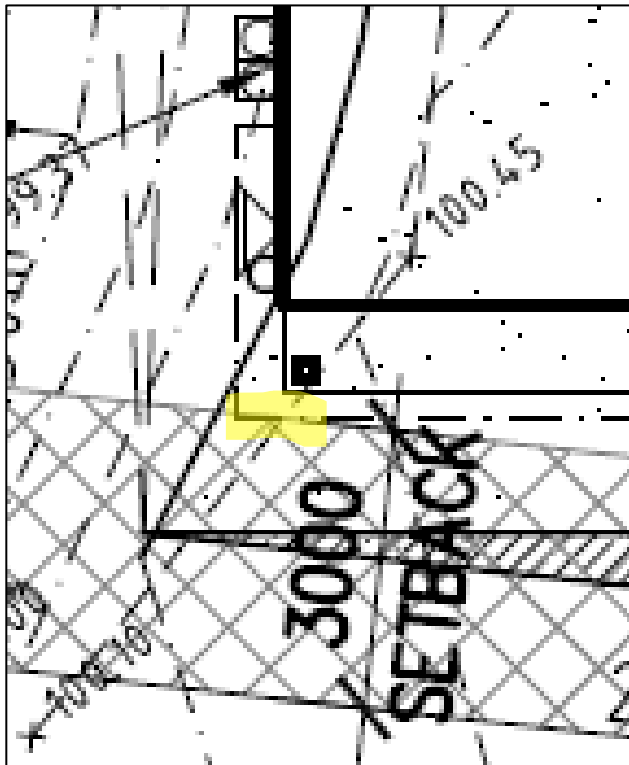
FS 520900





Extract of the approved building envelope plan

The proposed dwelling has been positioned whereby the eave at the south-west corner of the dwelling extends marginally outside the Building Envelope. It is considered that this very small departure outside of the building envelope will be unnoticeable on the ground and will have no detrimental impact within the streetscape.



Extract of the proposed site plan showing the marginal extent of the building outside of the building envelope (Source: Metricon)

East Gippsland Shire Council

The challenging site conditions including land size, shape, slope and location of services, have resulted in the need to compromise the size of the dwelling floor area.

The subject land is 553 square metres and the land available within the building envelope to construct a dwelling is 427.18 square metres.

The proposed floor area of the dwelling will be 148.66 square metres which is less than the 170 square metres floor area included within the Section 173 Agreement.

The purpose of the minimum floor area (which used to form part of the original developer guidelines for Kings Cove) was to ensure that dwellings were of an appropriate standard.


The proposed dwelling is a new building that will produce a quality dwelling. The proposed dwelling will be commensurate with the size of the allotment, avoid site constraints and will not detract from the character of the area.

The proposed dwelling will be consistent with many dwellings developed within Kings Cove being orientated to the street, it includes pitched roofing, eaves, appropriate sized openings and constructed from materials common within built form found in the area.

We believe that this land offers a site specific response and believe the merits of this request are sound and would ask that Council positively respond to our request.

Should you have any questions please contact me.

Regards,



RICHARD HOXLEY
Principal Planner

*Encl. Copy of Section 173 agreement AU697150T
Dwelling Plan Set
Approved Building Envelope Plan
Fee \$222*

REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958 Page 1 of 3

VOLUME 11029 FOLIO 861

Security no : 124110976933B
Produced 04/12/2023 09:58 AM

LAND DESCRIPTION

Lot 130 on Plan of Subdivision 548109V.
PARENT TITLE Volume 10516 Folio 542
Created by instrument PS548109V 24/09/2007

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
JANIA BENNETT
ALUN GEORGE JAMES BENNETT
AT876002W 16/12/2020

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT AG606300M 30/06/2009

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
AF246024X 02/08/2007
AMENDMENT OF AGREEMENT AU697150T 16/08/2021

DIAGRAM LOCATION

SEE PS548109V 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: 8 THE SANCTUARY METUNG VIC 3904

ADMINISTRATIVE NOTICES

NIL

DOCUMENT END

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PLAN OF SUBDIVISION

STAGE No. LTO USE ONLY PLAN NUMBER
~~1~~ ~~PS 548109V~~

LOCATION OF LAND

PARISH: BUMBERRAH
 TOWNSHIP: _____
 SECTION: _____
 CROWN ALLOTMENT: 81A (PART)
 CROWN PORTION: _____
 TITLE REFERENCES: VOL 10516 FOL 542
 LAST PLAN REFERENCE: LOT 2 - PS420967K
 POSTAL ADDRESS: STORTH RYES AVENUE, METUNG, 3904
 (At time of subdivision)
 MGA 94 CO-ORDINATES: E 573 300
 (Of approx. centre of land in plan) N5806 800 ZONE: 55

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME: EAST GIPPSLAND SHIRE COUNCIL REF: **78/2006/CRT**

- This plan is certified under Section 6 of the Subdivision Act 1988.
- ~~This plan is certified under Section 11(7) of the Subdivision Act 1988. Date of original certification under Section 6 / /~~
- ~~This is a statement of compliance issued under Section 21 of the Subdivision Act 1988.~~

OPEN SPACE

- A requirement for public open space under Section 18 Subdivision Act 1988 ~~has / has not been made.~~
- ~~The requirement has been satisfied.~~
- ~~The requirement is to be satisfied in stage~~
 Council Delegate
~~Council seal~~
 Date **16/8/2007**
~~Re-certified under Section 11(7) of the Subdivision Act 1988~~
~~Council Delegate~~
~~Council seal~~
~~Date / /~~

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
ROAD R1 RESERVE No. 1	EAST GIPPSLAND SHIRE COUNCIL EAST GIPPSLAND SHIRE COUNCIL

NOTATIONS

STAGING This ~~is~~ / is not a staged subdivision
 Planning Permit No **137/2006/P**

DEPTH LIMITATION 15.24 METRES BELOW THE SURFACE

LOTS 1 TO 114 HAVE BEEN OMITTED FROM THIS PLAN

SURVEY: THIS PLAN IS / ~~IS NOT~~ BASED ON SURVEY
 THIS SURVEY IS CONNECTED TO PERMANENT MARK No(s)

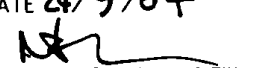
EASEMENT INFORMATION

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	SEWERAGE	SEE DIAG	THIS PLAN	EAST GIPPSLAND REGION WATER AUTHORITY
E-2	DRAINAGE	2	THIS PLAN	EAST GIPPSLAND SHIRE COUNCIL
E-3	DRAINAGE & SEWERAGE	3	THIS PLAN	EAST GIPPSLAND SHIRE COUNCIL & EAST GIPPSLAND REGION WATER AUTHORITY

LTO USE ONLY
 STATEMENT OF COMPLIANCE / EXEMPTION STATEMENT

RECEIVED
 DATE **14/09/2007**

LTO USE ONLY
 PLAN REGISTERED
 TIME **2:15 PM**
 DATE **24/9/07**

 Assistant Registrar of Titles

SHEET 1 OF 4 SHEETS

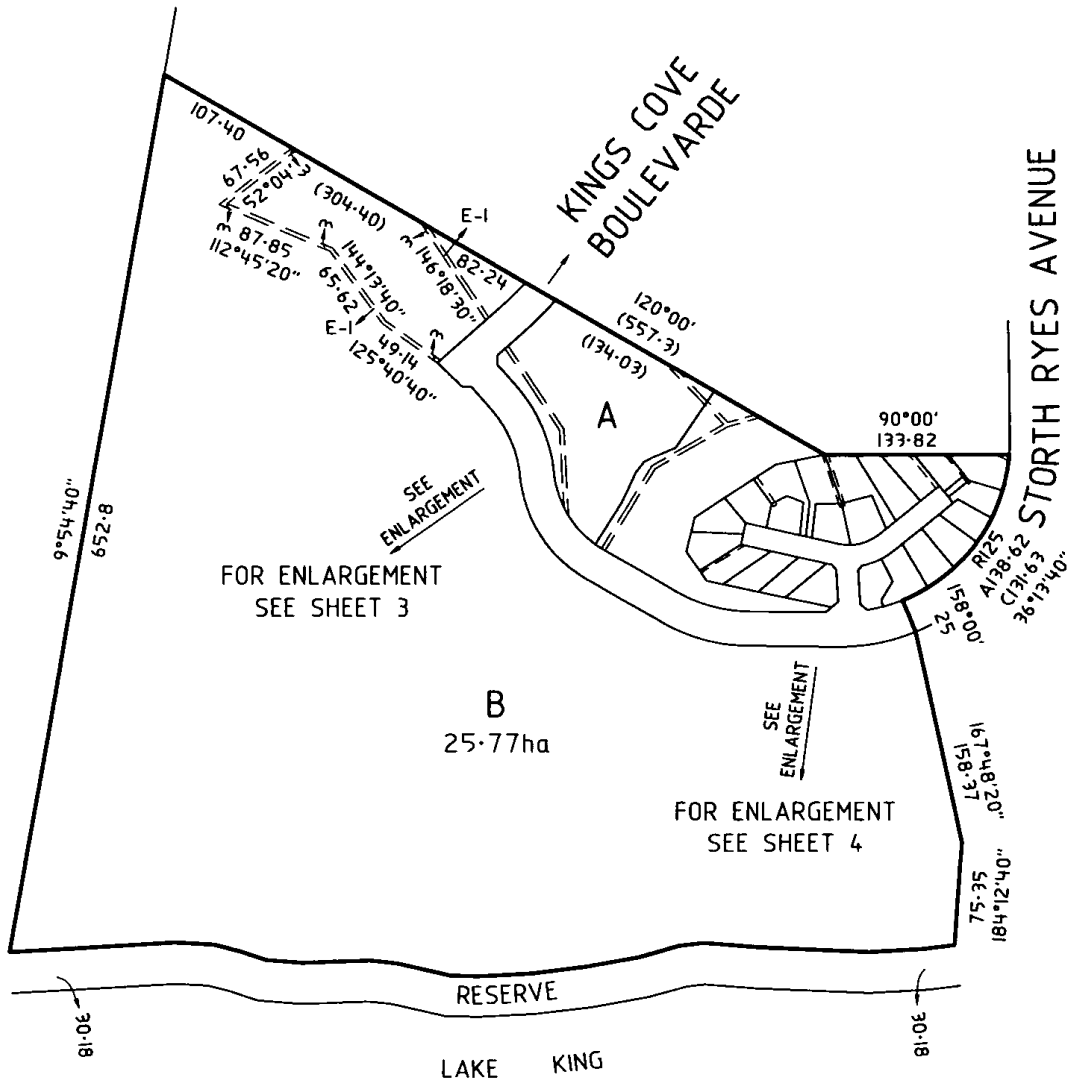
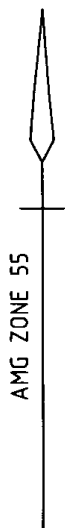
Crowther & Sadler Pty. Ltd.
 LICENSED SURVEYORS & TOWN PLANNERS
 152 MACLEOD STREET, BAIRNSDALE, VIC., 3875
 TELEPHONE (03) 5152 5011

LICENSED SURVEYOR **PAUL ANTHONY DWYER**
 SIGNATURE _____ DATE **2/6/2006**
 REF **12093** VERSION **2**

DATE **16/8/2007**
 COUNCIL DELEGATE SIGNATURE
 ORIGINAL SHEET SIZE **A3**

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PLAN OF SUBDIVISION STAGE NO. PLAN NUMBER **PS 548109V**



Crowthier & Sadler Pty. Ltd.
 LICENSED SURVEYORS & TOWN PLANNERS
 162 MACLEOD STREET, BAIRNSDALE, VIC., 3875
 TELEPHONE (03) 5162 5011

SHEET 2 OF 4 SHEETS

ORIGINAL	SCALE	40 0 40 80 120 160
SHEET SIZE	SCALE	LENGTHS ARE IN METRES
A3	1:4000	

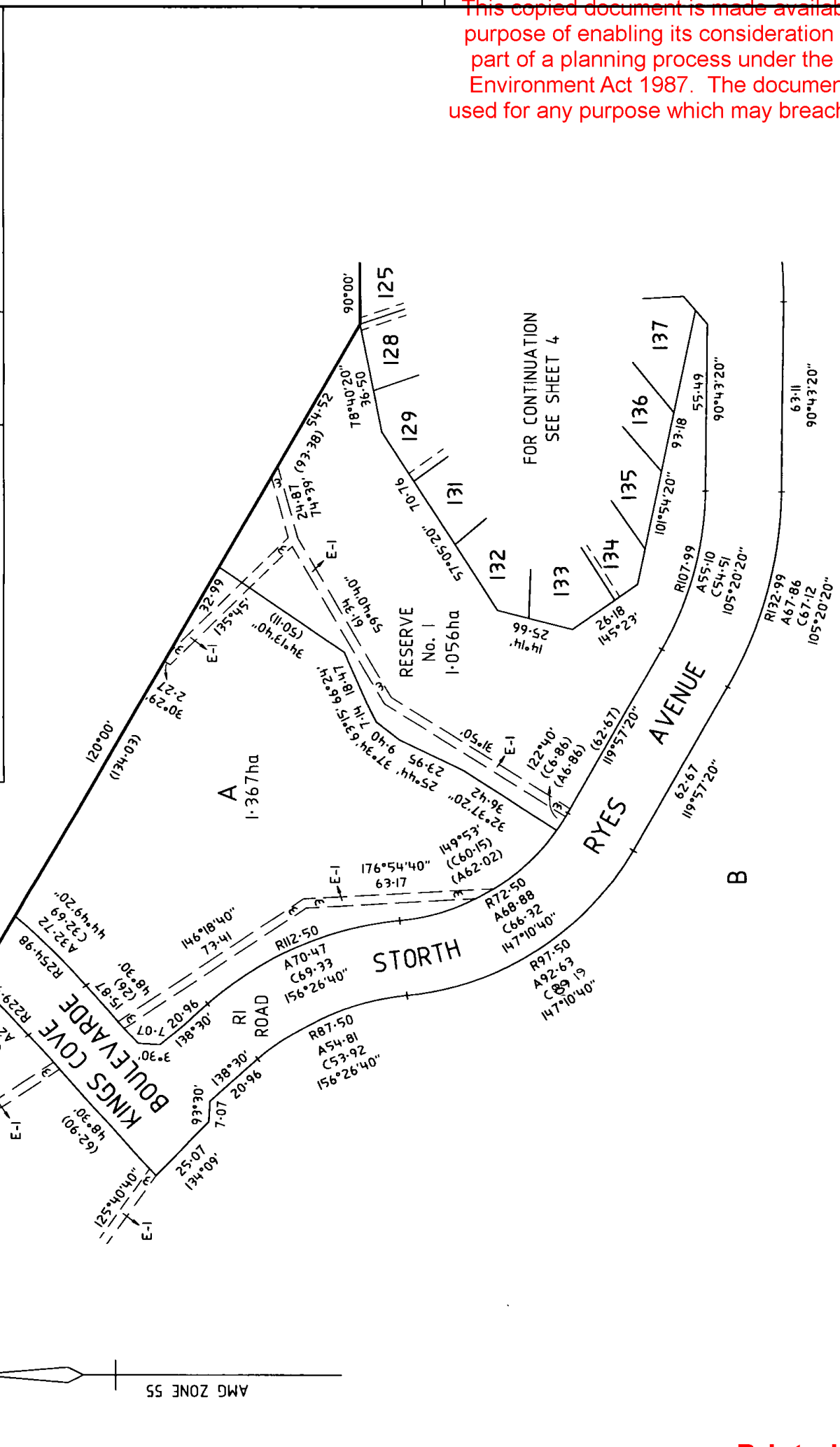
LICENSED SURVEYOR PAUL ANTHONY DWYER
 SIGNATURE DATE 2/6/2006
 REF 12093 VERSION 2

Printed 29/10/2024
 DATE 16/8/2007
 COUNCIL OFFICIAL SIGNATURE

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PLAN OF SUBDIVISION
STAGE No. /
PLAN NUMBER
PS 548109V

AMG ZONE 55



SHEET 3 OF 4 SHEETS

DATE 16/8/2007
COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR
SIGNATURE PAUL ANTHONY DWYER
DATE 2/6/2006
VERSION 2
REF 12093

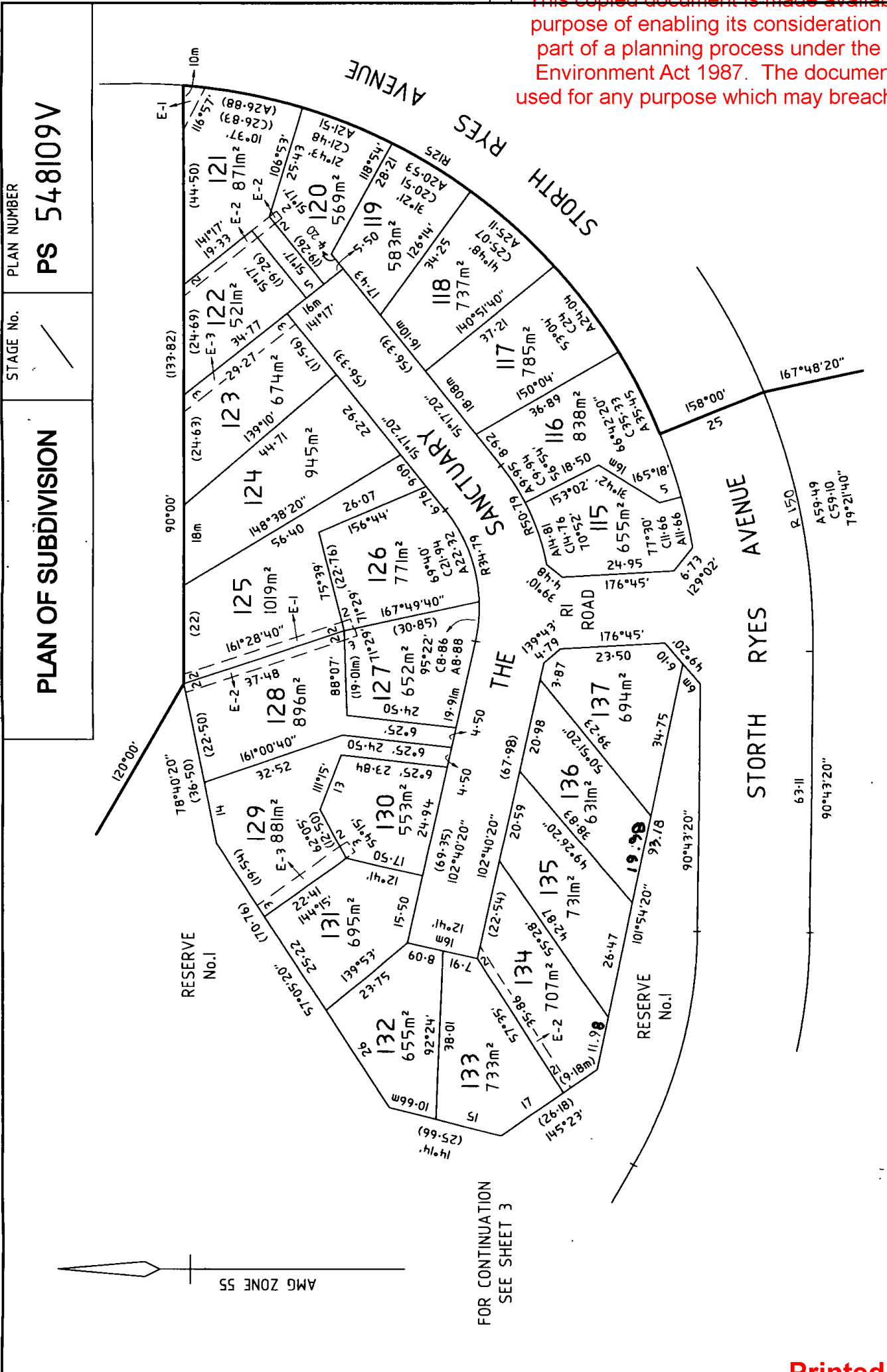
ORIGINAL SCALE 1:1250
SHEET SIZE A3

SCALE
12.5 0 12.5 25 37.5 50 62.5
LENGTHS ARE IN METRES

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 mm

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

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FOR CONTINUATION
SEE SHEET 3

PLAN NUMBER
PS 548109V

STAGE No. **1**

PLAN OF SUBDIVISION

SHEET 4 OF 4 SHEETS

DATE **16/02/2007**

COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR
PAUL ANTHONY DWYER

SIGNATURE

DATE **2/6/2006**

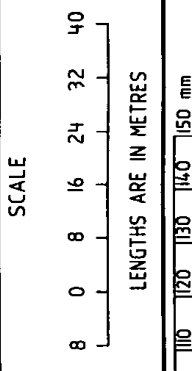
VERSION **2**

REF **12093**

ORIGINAL SCALE

SHEET SIZE

A3



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

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ADVERTISED



AG606300M

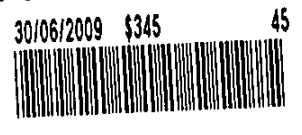
TRANSFER OF LAND

Section 45 Transfer of Land Act 1958

Lodged by:

Name: Eastcoast conveyancing
Phone: 0351521171
Address: PO Box 605 Bairnsdale
Ref: 09251
Customer Code: 549

Privacy Collecti
The information fr
statutory authority
maintaining public
in the Victorian La



MADE AVAILABLE/CHANGE CONTROL
Office Use Only

The transferor at the direction of the directing party (if any) transfers to the transferee the estate and interest specified in the land described for the consideration expressed-
- together with any easements created by this transfer
- subject to the encumbrances affecting the land including any created by dealings lodged for registration before the lodging of this transfer; and
- subject to any easements reserved by this transfer or restrictive covenant contained or covenant created pursuant to statute and included in this transfer.

Land: *(volume and folio reference)*

Certificate of Title Volume 11029 Folio 861

Estate and Interest: *(e.g. "all my estate in fee simple")*

All Its Estate In Fee Simple

Consideration:

\$93,000.00

Transferor: *(full name)*

KINGS COVE METUNG PTY LTD ACN 006 383 179

Transferee: *(full name and address including postcode)*

**JOHN MAGNUS BAKKER AND FRANCISCA BERNADINA BAKKER
of Bakker Place MAFFRA 3860 as Joint Proprietors**

Directing Party: *(full name)*

NIL

Creation and/or Reservation and/or Covenant

The Transferee with the intent that the benefit of this covenant shall until the 31st December, 2027 be attached to and run at law and in equity with the whole of the land comprised in Plan of Subdivision Number 548109V (for stage 1) (other than the land hereby transferred) and that the burden thereof shall be annexed to and run at law and in equity with the land hereby transferred and each and every part thereof and that the same shall be noted and appear on every Certificate of Title for the said lot and every part thereof as an encumbrance affecting the same DOTH HEREBY COVENANT with the Transferor and the other registered proprietor or proprietors for the time being of the land comprised in the said Plan of Subdivision (other than the land hereby transferred) that the Transferee will not:

Approval No. 1234075A

ORDER TO REGISTER

Please register and issue title to

T2

Page 1 of 2

Signed

Cust. Code:

Espreon Property Services Pty Ltd
STAMP DUTY USE ONLY

DRS	AP 445
Vic Duty	\$1,982.00
Consideration	\$93,000.00
Trans No.	12705/2009
Endorse Date	30/06/2009
Section	Original
KYLIE Signature	<i>Kylie</i>

THE BACK OF THIS FORM MUST NOT BE USED

Land Registry, 570 Bourke Street, Melbourne 3000. Phone 03 8636 2010.



Anstat Pty Ltd

Printed 29/10/2024

Page 9 of 29

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(a) Permit the land hereby transferred or any part thereof to be used for the purpose of commercial breeding, or boarding of or training kennels or cages for cats, dogs or birds, or the keeping of poultry, or for the grazing of horses, or for the parking, garaging or servicing of any motor vehicle in excess of five tonnes gross vehicle mass (GVM) except for the purpose of loading or unloading of goods unless the vehicle is a construction vehicle engaged on construction works thereon or unless the vehicle is a boat, caravan or similar vehicle of any GVM and is screened from view from the roadways and adjoining properties;

(b) Construct or externally alter or allow to be constructed or externally altered on the land hereby transferred any building or structure (including fences and landscape structures) other than in accordance with plans and specifications previously submitted to and approved in writing by the Transferor, Kings Cove Metung Pty. Ltd., or its nominee;

(c) Permit or authorise any part of the land hereby transferred to be used for the purpose of the drying of clothes, storage of garbage, or housing of gas, fuel or water tanks, or location of air conditioning systems, or similar uses unless such areas are reasonably screened from public view.

Dated: 26th June 2009
Execution and attestation

Executed by KINGS COVE METUNG PTY LTD
by being signed by those persons who are authorised to sign for the company

Director.....
[Signature]

Full Name.....
Timothy Richard Wood

Usual address.....
*Lot 1, 61 The Browne
Mansfield Vic*

Director.....
[Signature]

Full name.....
John Taylor Wood

Usual address.....
*10 Wilson Place
Mansfield*

Signed by the Transferee
in the presence of:

x *[Signature]*

x *[Signature]*

[Signature]
Witness

AG606300M

30/06/2009 \$345 45



Approval No. 1234075A

T2

Page 2 of 2



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Land Registry, 570 Bourke Street, Melbourne 3000. Phone 03 8636 2010

Printed 29/10/2024
Page 10 of 29

ADVERTISED

AF246024X



Section 181

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

Planning & Environment Act 1987

Privacy Collection Statement
The information from this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry.

Lodged by:

Name: Warren Graham & Murphy
Phone: (03) 5152-2661
Address: 119 Main Street, Bairnsdale
Ref: ACT:mm:5734/05
Customer Code: 1716W

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: Certificate of Title Volume 10516 Folio 542

Authority: East Gippsland Shire Council, Corporate Centre, 273 Main Street, Bairnsdale, 3875

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

A copy of the Agreement is attached to this Application.

Signature for the Authority: *Aaron Hollow*

Name of Officer: **AARON HOLLOW, MANAGER DEVELOPMENT**
(full name)

Date: *18th June, 2007*

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AF246024X



EAST GIPPSLAND SHIRE COUNCIL

- and -

**KINGS COVE METUNG PTY LTD
(formerly Storth Ryes Pty Ltd)
(A.C.N. 006 383 179)**

The Owner

Agreement under Section 173 of the Planning and Environment Act 1987 for Registration on Title

Subject Land: Stage 1 ("*The Sanctuary*" - PS 548109V Lots 115 - 137)
Stage 2 ("*The Habitat*" - PS 600889B Lots 138 - 151)
Storth Ryes Avenue METUNG VIC 3904

Parent Title: Certificate of Title Volume 10516 Folio 542
Lot 2 on Plan of Subdivision No. 420967K

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AF246024X



PLANNING AND ENVIRONMENT ACT 1987
SECTION 173 AGREEMENT

THIS AGREEMENT is made the 2nd day of May 2007.

BETWEEN

EAST GIPPSLAND SHIRE COUNCIL of 273 Main Street, Bairnsdale in the State of Victoria ("Council")

- and -

KINGS COVE METUNG PTY LTD (formerly Storth Ryes Pty Ltd) (A.C.N. 006 383 179) of Level 1, 63 The Esplanade, Paynesville in the said State ("The Owner")

INTRODUCTION

- A. The Council is the Responsible Authority for the Planning Scheme under the Act.
- B. The Owner is the registered proprietor of the Subject Land.
- C. East Gippsland Shire - Specific Sites and Exemptions Schedule dated May 1999 made pursuant to Clause 52.03 of the East Gippsland Planning Scheme ("the Schedule") applies to the Subject Land and (subject to certain conditions) allows:-

"the subdivision use and development of the land for the purpose of a licensed resort hotel/motel including convention facilities and ancillary restaurant, café, service premises, bar/lounges, offices, clinic (including geo thermal baths) and retail facilities (including the harbourside commercial centre), flats, townhouses, attached houses and associated advertising signs, landscaping, roads, drains, access, utility services, maintenance and workshop facilities, car parking, boat storage and loading areas and recreation and landscaped garden

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areas including tennis courts and swimming pools and maintenance facilities."

D. It is a condition of the Schedule (Condition 6) that, "prior to the commencement of the use and development authorized by (the) Schedule the Owner of the land must enter into an agreement pursuant to Section 173 of the Planning and Environment Act 1987...to regulate the approved use and development including...controls and guidelines regarding land use activities established pursuant to this Schedule including road construction, landscaping, car parking, buildings and service installation works".

E. The parties enter into this Agreement:

- to give effect to the requirements of the Schedule; and
- to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

IT IS AGREED:

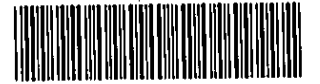
1. DEFINITIONS

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

- 1.1. "the Act" means the Planning and Environment Act 1987.
- 1.2. "this Agreement" means this agreement and any agreement executed by the parties expressed to be supplemental to this agreement.
- 1.3. "the Endorsed Plans" means the plans, endorsed with the stamp of the Council, that are anticipated in Clause 2 of the Schedule.

AF246024X

02/08/2007 \$97 173



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- 1.4. "Owner" means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession.
- 1.5. "Planning Scheme" means the East Gippsland Planning Scheme and any other planning scheme that applies to the Subject Land.
- 1.6. "the Schedule" means the East Gippsland Shire - Specific Sites and Exemptions Schedule - Resort Hotel/Motel and Convention Facility Development dated May 1999 made pursuant to Clause 52.03 of the East Gippsland Planning Scheme referred to in Recital C of this Agreement.
- 1.7. "Subject Land" means the land situated at Stage 1 ("The Sanctuary" – identified on proposed plan of subdivision PS 548109V Lots 115 - 137) and Stage 2 ("The Habita" – identified on proposed plan of subdivision PS 600889B Lots 138 - 151) Storth Ryes Avenue, King's Cove, Metung and being part of the land currently described in Parent Certificate of Title Volume 10516 Folio 542 (Lot 2 on Plan of Subdivision No. 420967K). Any reference to the Subject Land in this Agreement will include a reference to any lot created by the Stage 1 and 2 plans of subdivision.
- 1.8. "Mortgagee" means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it.

2. INTERPRETATION

In this Agreement unless the context admits otherwise:

AF246024X

02/08/2007 \$97 173



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AF246024X



- 2.1. The singular includes the plural and vice versa.
- 2.2. A reference to a gender includes a reference to each other gender.
- 2.3. A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.
- 2.4. If a party consists of more than one person this Agreement binds them jointly and each of them severally.
- 2.5. A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.
- 2.6. The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.
- 2.7. The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the allotments created by the subdivision of the Subject Land.

3. SPECIFIC OBLIGATIONS OF THE OWNER

The Owner covenants and agrees that:

3.1. Development in accordance with the Schedule

The Subject Land shall only be developed in accordance with the Endorsed Plans and the conditions of the Schedule or any

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subsequent amendment to the Schedule approved by the Council.



3.2. Schedule's Guidelines For Houses & Flats

The development of the Subject Land will comply with the requirements of the "Guidelines for Houses and Flats" contained in the Schedule to the satisfaction of Council.

3.3. Soil & Water Management Plan

Development of the Subject Land will only be carried out in accordance with the requirements of Kings Cove, Metung Billabong East and West Soil and Water Management Plan for Dwelling Construction – October 2005 ("The Soil and Water Management Plan") to the satisfaction of Council.

3.4. Kings Cove Guidelines ("The Document")

Each lot will be developed and used for the purpose of a single dwelling and associated outbuildings in accordance with the document:

*"Kings Cove – Metung- Australia
Guidelines for Construction, Siting of, External Alteration
and Additions to Buildings and Structures on Kings Cove
Stage 1 - "The Sanctuary" & Stage 2 "The Habitat"
Medium Density Residential",
dated 3 May 2006 (or as amended)
("The Document").*

3.5. Building Height and Roof Pitch

No building on the Subject Land shall exceed six (6) metres in height when measured from mean ground level to the eaves or two storeys in height, whichever is the lesser to the satisfaction of Council. No roof of any building constructed on the Subject

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Land must have a pitch greater than 45 degrees to the satisfaction of Council.

3.6 Mean Ground Level

For the purposes of this Agreement, mean ground level means one half of the sum of the highest and lowest levels established along the line representing natural ground level (whether or not so occurring) to the extreme outer surface of a wall of a building module measured from outer wall to outer wall.

3.7 Amendments to The Document

Any amendment to the Document will be to the satisfaction of Council.

3.8 Contracts of Sale

A copy of the Document will be attached to and will form part of the Contract of Sale for every lot created in the subdivision of Stages 1 & 2 of the Subject Land.

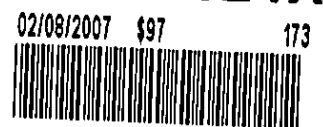
3.9 Landscape Concept Report

Landscaping works around private residences will be designed, approved and developed in accordance with the Document and will also have regard to the landscape plans which form part of the Endorsed Plans for Stages 1 & 2 of the Subject Land.

3.10 Single Dwellings

Each allotment created within Stages 1 & 2 will only be developed for a single dwelling and no multiple dwelling units, duplex or separate dependent relative unit or relocatable moveable dwellings will be permitted to be erected or placed on the allotment .

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3.11 No Further Subdivision

No further subdivision of allotments within Stages 1 and 2 will be permitted other than:-

- (a) a subdivision which is by a public authority or utility service provider to create an allotment for a utility installation; or
- (b) a subdivision which is the re-subdivision of existing lots for the purpose of boundary re-alignment, and the number of lots is not increased.

3.12 Allotment Use

Allotments created within this stage will be restricted to use for residential purposes only and that no commercial use of the land or buildings approved herein will be permitted.

3.13 Other Uses

Other uses as approved in Clause 52.03 do not form part of Stages 1 & 2 and will not be permitted within Stages 1 & 2.

4. FURTHER OBLIGATIONS OF THE OWNER

The Owner further covenants and agrees that:

4.1. Notice and Registration

The Owner will bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns.

4.2. Further actions

4.2.1. The Owner will do all things necessary, including signing any further agreements, undertakings, covenants and consents, approvals or other documents necessary for the purpose of ensuring that the Owner carries out the

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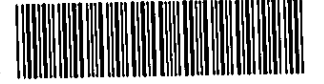
This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be

used for any purpose which may breach any copyright. Owner's covenants under this Agreement and to enable the Council to enforce the performance by the Owner of such covenants and undertakings;

4.2.2. The Owner will consent to the Council making application to the Registrar of Titles to make a recording of this Agreement in the Register as a follower to the plans of subdivision for Stages 1 & 2 so that it shall appear on the Certificate of Title of the Stage 1 & 2 allotments in accordance with Section 181 of the Act and do all things necessary to enable the Council to do so including signing any further agreement, acknowledgement or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that Section;

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5. AGREEMENT UNDER SECTION 173 OF THE ACT

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

6. OWNERS WARRANTIES

Without limiting the operation or effect that 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 effected by this Agreement.

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7. SUCCESSORS IN TITLE

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

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

8. GENERAL MATTERS

8.1. Notices

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

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

8.2. A notice or other communication is deemed served:

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8.2.1. If delivered, on the next following business day,

8.2.2. If posted, on the expiration of two business days after the date of posting; or

8.2.3. If sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

8.3. No Waiver

Any time or other indulgence granted by 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 of any of the rights or remedies of the Council in relation to the terms of this Agreement.

8.4. Severability

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

9. COMMENCEMENT OF AGREEMENT

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

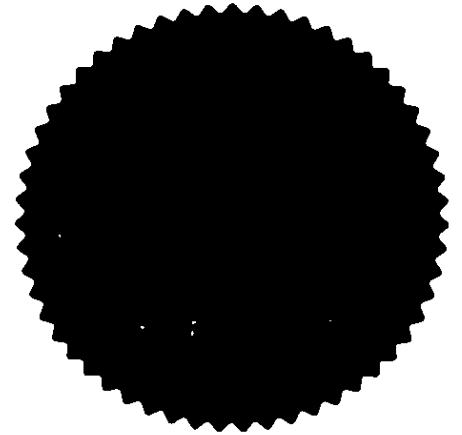
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10. ENDING OF AGREEMENT

Except in relation to the Owner's Covenants pursuant to Clauses 3.4, 3.5, 3.10, 3.11, 3.12 and 3.13 of this agreement, the remaining provisions of this Agreement may be ended wholly or in part or as to any part of the land as between the Council and the owner of the relevant land.

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

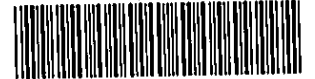
The COMMON SEAL of EAST GIPPSLAND]
SHIRE COUNCIL was affixed on behalf of]
Council by authority of the Chief Executive]
Officer on the 19th day of March]
2007 in exercise of the power delegated]
under Administrative Procedures (Use of]
Common Seal) Local Law in the presence of)



.....
[Handwritten signature]
.....
[Handwritten signature]
.....

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The COMMON SEAL of KINGS COVE METUNG PTY LTD (A.C.N. 006 383 179) was hereunto affixed in accordance with its Constitution in the presence of:-



[Signature]
.....
Signature

[Signature]
.....
Signature

Timothy Richard Wright
.....
Full Name

MARGARET GAE SUPPLITS
.....
Full Name

Level 1, 61 The Esplanade Payreville
.....
Usual Address

Level 1, 63 Esplanade Payreville
.....
Usual Address

DIRECTOR
.....
Office Held

Company Secretary
.....
Office Held

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Mortgagee's Consent

Gippsland Secured Investments (G.S.I.) as Mortgagee of Registered Mortgage No. **X256305M** 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.

[Signature]
.....
For and on behalf of the Mortgagee, G.S.I.

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EAST GIPPSLAND SHIRE COUNCIL

- and -

KINGS COVE METUNG PTY LTD
(A.C.N. 006 383 179)

AGREEMENT UNDER SECTION 173
OF THE PLANNING AND
ENVIRONMENT
ACT 1987

WARREN GRAHAM & MURPHY,
Solicitors,
119 Main Street,
BAIRNSDALE VIC 3875

REF: ACT;act5734/05
(Stages 1 & 2 Storth Ryes Avenue)

TEL: (03) 51522 661

D.X.: 82201, Bairnsdale



Department of Environment, Land, Water & Planning

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

Produced 04/12/2023 09:58:07 AM

Status	Registered	Dealing Number	AT876002W
Date and Time Lodged	16/12/2020 03:52:03 PM		

Lodger Details

Lodger Code	19984U
Name	JOSHI LAWYERS
Address	
Lodger Box	
Phone	
Email	
Reference	

TRANSFER

Jurisdiction	VICTORIA
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Privacy Collection Statement

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

Land Title Reference

11029/861

Transferor(s)

Given Name(s)	FRANCISCA BERNADINA
Family Name	BAKKER
Given Name(s)	JOHN MAGNUS
Family Name	BAKKER

Estate and/or Interest being transferred

Fee Simple

Consideration

\$AUD 120000.00

Transferee(s)

Tenancy (inc. share)	Joint Tenants
Given Name(s)	JANIA
Family Name	BENNETT



Department of Environment, Land, Water & Planning

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Electronic Instrument Statement

Address

Street Number 8
Street Name THE SANCTUARY
Locality METUNG
State VIC
Postcode 3904

Given Name(s) ALUN GEORGE JAMES
Family Name BENNETT

Address

Street Number 8
Street Name THE SANCTUARY
Locality METUNG
State VIC
Postcode 3904

Duty Transaction ID

4975981

The transferor transfers to the transferee their estate and/or interest in the land specified for the consideration, subject to any restrictive covenant set out or referred to in this transfer.

Execution

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

Executed on behalf of	JOHN MAGNUS BAKKER FRANCISCA BERNADINA BAKKER
Signer Name	ALECIA JANE BASSETT
Signer Organisation	EASTCOAST CONVEYANCING
Signer Role	LICENSED CONVEYANCER
Execution Date	16 DECEMBER 2020

Execution

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

Executed on behalf of	JANIA BENNETT ALUN GEORGE JAMES BENNETT
Signer Name	DINESH JOSHI
Signer Organisation	JOSHI LAWYERS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	16 DECEMBER 2020



Department of Environment, Land, Water & Planning

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Electronic Instrument Statement

File Notes:

NIL

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

Statement End.