

NOTICE OF AN APPLICATION FOR PLANNING PERMIT

The land affected by the application is located at:	94 Kings Cove Boulevard METUNG VIC 3904 Lot: A PS: 910682
The application is for a permit to:	Buildings and works to a Section 2 use
A permit is required under the following clauses of the planning scheme:	
Planning Scheme Clause	Matter for which a permit is required
LDRZ	Buildings and works associated with a Restricted Recreation Facility (increase to floor area of existing Clubhouse, Metung Country Club)
The applicant for the permit is:	Crowther & Sadler Pty Ltd
The application reference number is:	5.2025.360.1

You may look at the application and any documents that support the application free of charge at:
<https://www.eastgippsland.vic.gov.au/building-and-development/advertised-planning-permit-applications>

You may also call 5153 9500 to arrange a time to look at the application and any documents that support the application at the office of the responsible authority, East Gippsland Shire. This can be done during office hours and is free of charge.

Any person who may be affected by the granting of the permit may object or make other submissions to the responsible authority.

An objection must ◆ **be made to the Responsible Authority in writing,**
 ◆ **include the reasons for the objection, and**
 ◆ **state how the objector would be affected.**

The responsible authority must make a copy of every objection available at its office for any person to inspect during office hours free of charge until the end of the period during which an application may be made for review of a decision on the application.

The Responsible Authority will not decide on the application before:	Subject to the applicant giving notice
---	---

If you object, the Responsible Authority will tell you its decision.

Kerry Stow

From: Snapforms Notifications <no.reply@snapforms.com.au>
Sent: Friday, 31 October 2025 12:08 PM
To: Planning Unit Administration
Subject: Planning Permit application
Attachments: 21307 Report.pdf; 251029_C20-118_GOLF CLUBHOUSE_OUTDOOR DINING_TP.pdf; 21307 CoT Vol_12518_Fol_868.pdf; Planning_Permit_Application_2025-10-31T12-08-05_28662175_0.pdf

Planning Permit Application

A "Planning Permit Application" has been submitted via the East Gippsland Shire Council website, the details of this submission are shown below:

Applicant name: Crowther & Sadler Pty Ltd

Business trading name: Crowther & Sadler Pty Ltd

Email address: contact@crowthersadler.com.au

Postal address : PO Box 722 Bairnsdale 3875

Preferred phone number: 51 52 5011

Street number: 94

Street name: Kings Cove Boulevard

Town: Metung

Post code: 3904

Is there any encumbrance on the Title such as a restrictive covenant, section 173 agreement or other obligation such as an easement or building envelope?: Yes

Will the proposal result in a breach of a registered covenant restriction or agreement?: No

Existing conditions : Golf course

Description of proposal : Buildings and works to a Section 2 use

Estimated cost of development: \$300,000

Has there been a pre-application meeting: No

ADVERTISED

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

Declaration: Yes

Authority Check: Yes

Notice Contact Check: Yes

Notice check 2: Yes

Privacy Statement Acknowledge: Yes

Planning report: [21307 Report.pdf](#)

Plans: [251029_C20-118_GOLF CLUBHOUSE_OUTDOOR DINING_TP.pdf](#)

Full copy of Title: [21307 CoT Vol_12518_FoL_868.pdf](#)

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

VOLUME 12518 FOLIO 868

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

Page 1 of 1

Security no : 124129456427V
Produced 29/10/2025 03:05 PM**LAND DESCRIPTION**

Lot A on Plan of Subdivision 910682V.
PARENT TITLE Volume 10743 Folio 416
Created by instrument PS910682V 04/12/2023

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
KINGS COVE CLUB LIMITED
PS910682V 04/12/2023

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT AX697888K 01/02/2024

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
AC166290V 30/06/2003
AMENDMENT OF AGREEMENT AU698240M 16/08/2021

AGREEMENT Section 173 Planning and Environment Act 1987
AX361838B 17/10/2023

DIAGRAM LOCATION

SEE PS910682V 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: 94 KINGS COVE BOULEVARD METUNG VIC 3904

ADMINISTRATIVE NOTICES

NIL

DOCUMENT END

Printed 9/02/2026

ADVERTISED

PLAN OF SUBDIVISION

EDITION 1 PS 910682V

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.

Council Name: East Gippsland Shire Council
 Council Reference Number: PS910682V
 Planning Permit Reference: Planning permit not required
 SPEAR Reference Number: S198799C

Certification

This plan is certified under section 11 (7) of the Subdivision Act 1988
 Date of original certification under section 6 of the Subdivision Act 1988: 03/02/2023

Statement of Compliance

This is a statement of compliance issued under section 21 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 or 18A of the Subdivision Act 1988 has not been made

Digitally signed by: Robert Pringle for East Gippsland Shire Council on 28/02/2023

LOCATION OF LAND

PARISH: BUMBERRAH
TOWNSHIP: —
SECTION: —
CROWN ALLOTMENT: 78A, 81A, 81D, 81E (PARTS)
CROWN PORTION: —
TITLE REFERENCE: VOL 10743 FOL 416
LAST PLAN REFERENCE: LOT A - PS509097V
POSTAL ADDRESS: 94 KINGS COVE BOULEVARD, METUNG 3904
MGA2020 CO-ORDINATES: E: 573 720 ZONE: 55
 (of approx centre of land in plan) N: 5807 490

VESTING OF ROADS AND/OR RESERVES

NOTATIONS

IDENTIFIER	COUNCIL/BODY/PERSON
RESERVE No. 1	AUSNET ELECTRICITY SERVICES PTY LTD

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

NOTATIONS

DEPTH LIMITATION DOES NOT APPLY

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). —

In Proclaimed Survey Area No. NIL

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-2, E-13	SEWERAGE	3	PS448622Q	EAST GIPPSLAND REGION WATER AUTHORITY & LAND IN PS448622Q
E-4, E-12	WATER SUPPLY	3	PS448622Q	EAST GIPPSLAND REGION WATER AUTHORITY & LAND IN PS448622Q
E-5	POWERLINE	3	PS448622Q	TXU ELECTRICITY LTD.
E-6, E-8	SEWERAGE	3	PS509097V	EAST GIPPSLAND REGION WATER AUTHORITY & LAND IN PS509097V
E-7, E-8	DRAINAGE	2	PS509097V	EAST GIPPSLAND SHIRE COUNCIL
E-II, E-12, E-14	SUPPLY OF ELECTRICITY	3	AN56673IQ	AUSNET ELECTRICITY SERVICES PTY LTD
E-II	WATER SUPPLY	3	AN56673IQ	EAST GIPPSLAND WATER CORPORATION
E-10, E-13	SEWERAGE & WATER SUPPLY	SEE DIAG	AN56673IQ	EAST GIPPSLAND WATER CORPORATION
E-15	WATER SUPPLY (THROUGH UNDERGROUND PIPES)	1	THIS PLAN	EAST GIPPSLAND REGION WATER CORPORATION

Crowther & Sadler Pty. Ltd.

LICENSED SURVEYORS & TOWN PLANNERS
 162 MACLEOD STREET, BARNSDALE, VIC, 3875
 P. (03) 5182 5011 E. contact@crowthersadler.com.au

SURVEYORS FILE REF: 20100

ORIGINAL SHEET
 SIZE: A3

SHEET 1 OF 5 SHEETS

Digitally signed by: Michael J Sadler, Licensed Surveyor,
 Surveyor's Plan Version (4),
 23/02/2023, SPEAR Ref: S198799C

PLAN REGISTERED
 TIME: 4:03pm
 DATE: 04/12/23

Printed 9/02/2026
 Assistant Registrar
 of Title
 Page 5 of 147

ADVERTISED

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

PS 9|0682V

FOR ENLARGEMENT
SEE SHEET 4

Crowther & Sadler Pty. Ltd.
9/100 George Street, Sydney NSW 2000, Australia

102/12 MACLEOD STREET, BAIRNSDALE, VIC. 3875
P. (03) 6162 6011 F. contact@cowtherplanners.com.au

Printed 9/02/2026
Page 6 of 147

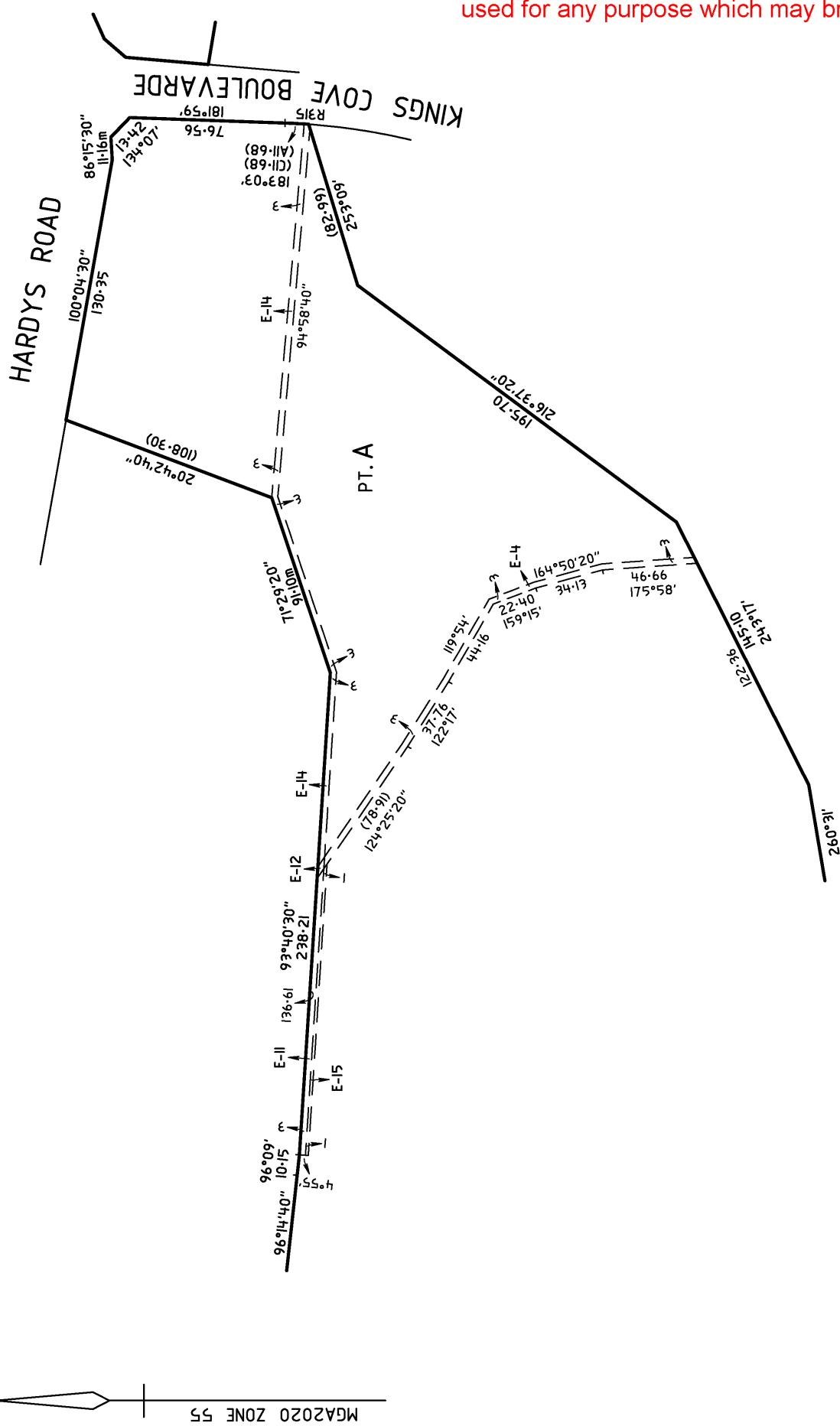
REF	SCALE	40 0 40 0 80 120 160 LENGTHS ARE IN METRES	ORIGINAL SIZE: A3	SHEET 2
20100	1:4000			Digitally signed by: Michael J Sadler, Licensed Surveyor, Surveyor's Plan Version (4), 23/02/2023, SPEAR Ref: S198799C Digitally signed by: East Gippsland Shire Council, 28/02/2023, SPEAR Ref: S198799C

Approved by: Michael J Sadler, Licensed Surveyor 01/12/2023.

ADVERTISED

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

PS 9 | 0682V



SURVEYORS REF 2000	SCALE 1:2000	LENGTHS ARE IN METRES	20 0 20 40 60 80	ORIGINAL SHEET SIZE: A3
Digitally signed by: Michael J Sadler, Licensed Surveyor, Surveyors Plan Version (4), 23/02/2023, SPEAR Ref S198799C				
Digitally signed by: East Gippsland Shire Council, 28/02/2023, SPEAR Ref: S198799C				

111

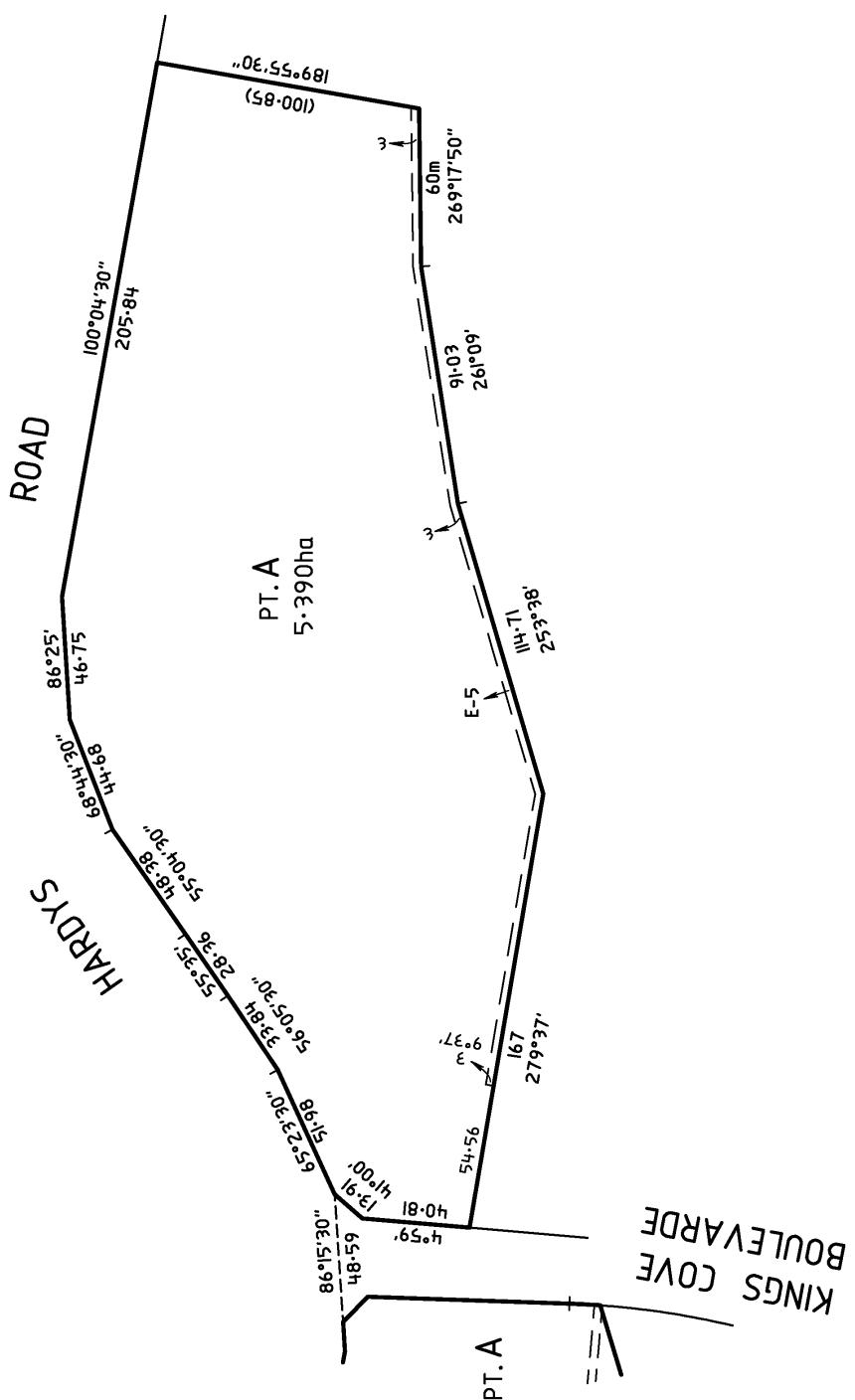
Cowther & Sadler Pty. Ltd.
LICENSED SURVEYORS & TOWN PLANNERS
122 MACLEOD STREET, BAIRNSDALE, VIC. 3851
Ph: 6182 6011 E. contact@crowtherandsadler.com.au

Printed 9/02/2026
Page 7 of 147

ADVERTISED

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

PS 9|0682V



MG2020 ZONE 55

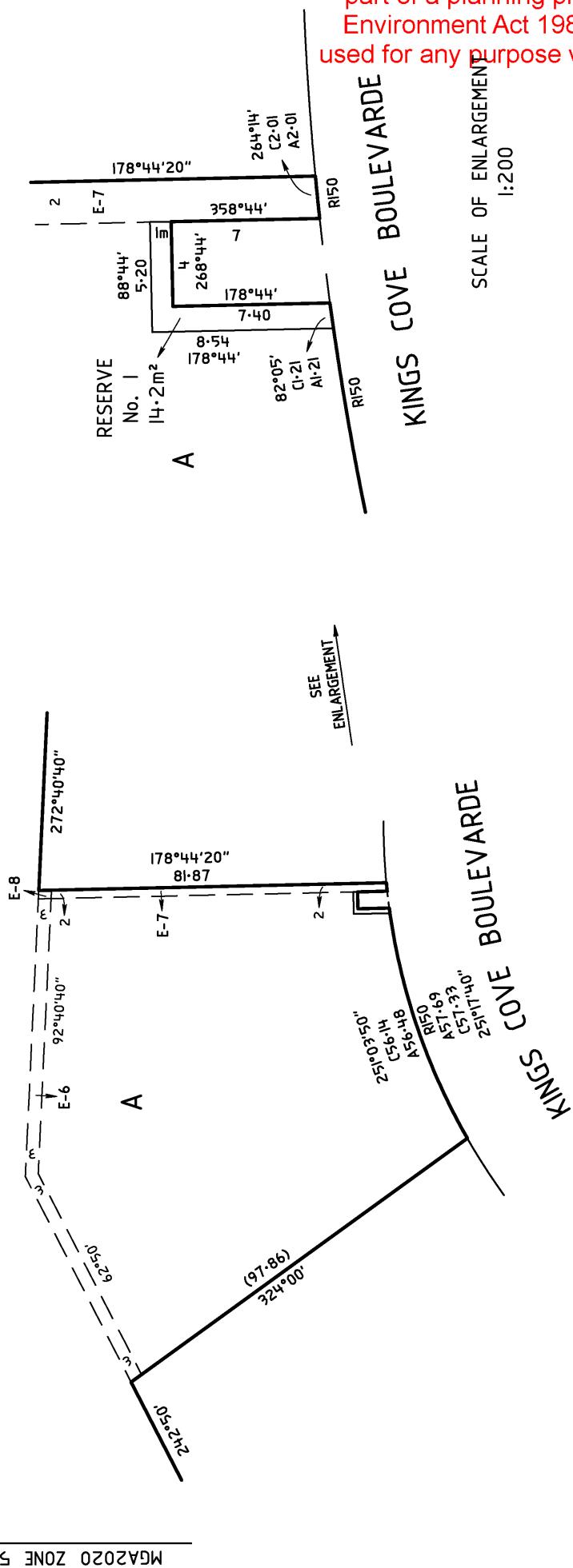
Cowther & Sadler Pty Ltd.
LICENSED SURVEYORS & TOWN PLANNERS
122 MACLEOD STREET, BAIRNSDALE, VIC., 3875
P.O. 6162 6011 E. contact@crowtherand Sadler.com.au

Printed 9/02/2026
Page 8 of 147

ADVERTISED

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

PS 9|0682V



Cowther & Sadler Pty. Ltd.

Cowther & Sadler Pty. Ltd.
COWTHER & SADLER SURVEYORS & TOWN PLANNERS
102 MACLEOD STREET, BAIRNSDALE, VIC. 3875
P (03) 512 60111 E. cowsad@cowtherandsadler.com.au

Printed 9/02/2026
Page 9 of 147

SURVEYORS REF 20000		SCALE 1:1000	0 10 20 30 40 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3
Digitally signed by: Michael J Sadler, Licensed Surveyor, Surveyor's Plan Version (4) 23/02/2023, SPEAR Ref S198799C		Digitally signed by: East Gippsland Shire Council, 28/02/2023, SPEAR Ref: S198799C		

LODGED BY Warren, Graham & Murphy,
STORTH RYES PTY
CODE 1716W VICTORIA

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

Titles Office Use Only

AC166290V

**APPLICATION BY A RESPONSIBLE AUTHORITY under Section 181
Planning and Environment Act 1987 for ENTRY OF A
MEMORANDUM OF AGREEMENT under Section 173 of that Act.**

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 Agreement be entered on the Certificate of Title to the land referred to.

LAND Certificates of Title Volume 10678 Folios 247, 249 and 251

ADDRESS OF LAND 15 Hardys Road, Metung, Victoria 3904

RESPONSIBLE AUTHORITY East Gippsland Shire Council

PLANNING SCHEME East Gippsland Planning Scheme

AGREEMENT DATE 23 day of June, 2003

AGREEMENT WITH Storth Ryes Pty. Ltd. (ACN 006 383 179)

A copy of the Agreement is attached to this Application

Signature of the Responsible Authority

Name of Officer

Date


JOHN TRAA (STATUTORY PLANNER)

23/6/03



DAC166290V-1-4

Printed 9/02/2026
Page 10 of 147

300605

ADVERTISED

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

DAC166290V-2-2

EAST GIPPSLAND SHIRE COUNCIL

Council

- and -

STORTH RYES PTY LTD (A.C.N. 006 383 179)

the Owner

Agreement under Section 173 of the Planning and Environment Act 1987

Subject Land: 15 Hardys Road, METUNG VIC 3904
PLAN OF SUBDIVISION NO. 509097 (Stage Four)



ADVERTISED

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

TABLE OF CONTENTS

- 1. DEFINITIONS**
- 2. INTERPRETATION**
- 3. SPECIFIC OBLIGATIONS OF THE OWNER**
 - 3.1. Development in accordance with Planning Permit**
 - 3.2. Condition 11 of Planning Permit No. 01/00299/DS**
 - 3.3. Council's Costs to be paid**
- 4. FURTHER OBLIGATIONS OF THE OWNER**
 - 4.1. Notice and Registration**
 - 4.2. Further actions**
 - 4.3. Exemption**
- 5. AGREEMENT UNDER SECTION 173 OF THE ACT**
- 6. OWNER'S WARRANTIES**
- 7. SUCCESSORS IN TITLE**
- 8. GENERAL MATTERS**
 - 8.1. Notices**
 - 8.2. Notices (continued)**
 - 8.3. No Waiver**
 - 8.4. Severability**
 - 8.5. No Fettering of the Council's Powers**
- 9. COMMENCEMENT OF AGREEMENT**
- 10. ENDING OF AGREEMENT**

AC166290V

30/06/2003 \$59

173



DAC166290V-3-1

**Printed 9/02/2026
Page 12 of 147**

ADVERTISED

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

PLANNING AND ENVIRONMENT ACT 1987
SECTION 173 AGREEMENT

THIS AGREEMENT is made the 23 day of June 2003

BETWEEN

EAST GIPPSLAND SHIRE COUNCIL of 273 Main Street, Bairnsdale

("Council")

- and -

STORTH RYES PTY LTD (A.C.N. 006 383 179)

("the Owner")

INTRODUCTION



DAC166290V-4-9

- 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. It is a condition of planning Permit Number 01/00299/DS (Amended) ("the Planning Permit") that the Owner enter into this Agreement to develop and use the land in accordance with the Endorsed Plans and conditions of the Planning Permit. A copy of the Planning Permit is attached to this Agreement and marked "A".
- D. The parties enter into this Agreement:
 - (a) to give effect to the requirements of the Planning Permit; and
 - (b) to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

AC166290V

30/06/2003 \$59

173



Printed 9/02/2026

Page 13 of 147

ADVERTISED

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

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 Plan”** means the plan, endorsed with the stamp of the Council that forms part of the Planning Permit. A copy of the plan, as at the date of this Agreement, is attached to this Agreement and marked with the letter “B”.
- 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 Permit”** means the Planning Permit referred to in recital C. of this Agreement.
- 1.6. **“Planning Scheme”** means the East Gippsland Planning Scheme and any other planning scheme which applied to the Subject Land.

AC166290V

30/06/2003 \$59

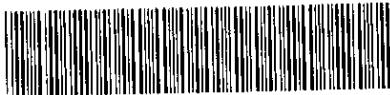
173



DAC166290V-5-7

**Printed 9/02/2026
Page 14 of 147**

ADVERTISED



DAC166290V-6-5

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.

1.7. **“Subject Land”** means the land situated at King’s Cove Boulevard,

Metung being:-

- Lot A on Plan of Subdivision No. 448622Q and being the land described in Certificate of Title Volume 10678 Folio 247; and
- Lot C on Plan of Subdivision No. 448622Q and being the land described in Certificate of Title Volume 10678 Folio 249; and
- Lot E on Plan of Subdivision No. 448622Q and being the land described in Certificate of Title Volume 10678 Folio 251.

Any reference to the Subject Land in this Agreement will include a reference to any lot created by the subdivision of the Subject Land or any part of it.

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:

- 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.

AC166290V

30/06/2003 \$59

173



Printed 9/02/2026

Page 15 of 147

ADVERTISED

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

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 Subject Land PROVIDED THAT if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3. SPECIFIC OBLIGATIONS OF THE OWNER



DAC166290V-7-3

The Owner covenants and agrees that:

3.1. Development in accordance with Planning Permit

the Subject Land shall only be developed in accordance with the Endorsed Plans and the conditions of the Planning Permit or any subsequent amendment to the permit approved by the Council.

3.2. Condition 11 of the Planning Permit No. 01/00299/DS (Amended) requires that:

- (a) The development of each lot approved by this permit will only be carried out in accordance with the requirements of a Soil and Water Management Plan.
- (b) 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- Guidelines for Construction, Siting of, External Alterations and Additions to Buildings and Structures on Kings Cove Stages 2 to 9, Low Residential Zone*", dated December, 2001 (or as amended) (The Document). A copy of the Document is attached hereto and marked "C".
- (c) Any amendment to The Document will be to the satisfaction of the Responsible Authority.

AC166290V

30/06/2003 \$59

Printed 9/02/2026



Page 16 of 147

ADVERTISED

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

- (d) No lot created within Stage 1B will have vehicular access to Archibald Drive.
- (e) The provision of access to and development of the proposed Public Open Space Reserve shall be to the satisfaction of the responsible authority.
- (f) A copy of Planning Permit 01/00299/DS (Amended) will be attached to and will form part of the Contract of Sale for every lot.
- (g) Landscaping works around private residences will have regard to the Storth Ryes Landscape Concept Report, which encourages the use of indigenous plant species and recommends appropriate planting objectives and plant lists for site conditions. Known weed or invasive "pest" plants will not be encouraged.
- (h) This Agreement will bind the Owner and must run with the land so that all successors in the title are bound by this Agreement.

3.3. Council's Costs to be Paid

This Agreement will be prepared at the Owner's cost and to the satisfaction of the responsible authority, and must be registered on title in accordance with Section 181 of the Planning and Environment Act 1987.

The Owner must pay to the Council, the Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and enforcement of this Agreement and until those costs are paid they will remain a debt of the Owner to the Council.

AC166290V
30/06/2003 \$59
Printed 9/02/2026
Page 17 of 147

ADVERTISED

This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright. **DOC166290V-9-0**

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 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 on the Certificate of Title of the Subject Land 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;

4.3. Exemption

The Owner will exempt the Council, its employees, contractors and agents from and against all costs, expenses, losses or damages whatsoever which they or any of them may sustain incur or suffer, or be or become liable for or in respect of any suit, action, proceeding, judgment or claim brought by any

AC166290V

30/06/2003 \$59

173



**Printed 9/02/2026
Page 18 of 147**

ADVERTISED

This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright. person whatsoever arising from or referable to this Agreement or any non-compliance thereof.



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, 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 which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be effected by this Agreement.

7. SUCCESSORS IN TITLE

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

AC166290V

30/06/2003 \$59

173



Printed 9/02/2026

Page 19 of 147

ADVERTISED

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

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:

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



DAC166290V-11-1

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.

AC166290V

30/06/2003 \$59

173

Printed 9/02/2026

Page 20 of 147

ADVERTISED

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

DAC166290V-12-4

8.5. No Fettering of the Council's Powers

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

9. COMMENCEMENT OF AGREEMENT

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

10. ENDING OF AGREEMENT

This Agreement may be ended wholly or in part or as to any part of the land by the Responsible Authority with the approval of the Minister or by agreement between the Responsible Authority and all persons who are bound by the agreement.

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

AC166290V

30/06/2003 \$59

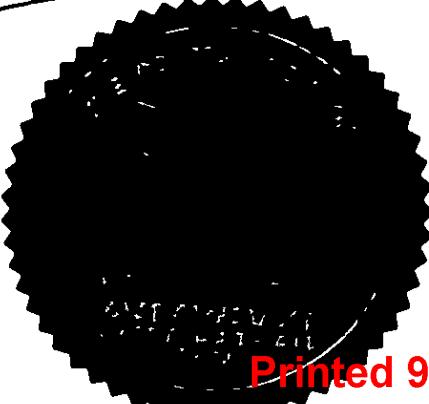
173



The **COMMON SEAL of EAST GIPPSLAND**)

SHIRE COUNCIL was affixed on behalf of)
Council by authority of the Chief Executive)
Officer on the 23rd day of JUNE)
2003 in exercise of the power delegated)
under Administrative Procedures (Use of)
Common Seal) Local Law in the presence of)

Hull



Printed 9/02/2026

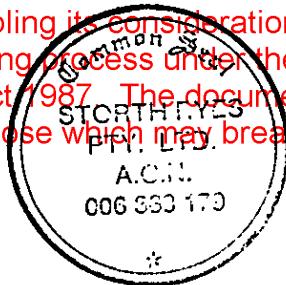
Page 21 of 147

ADVERTISED

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

The COMMON SEAL of STORTH RYES
PTY LTD (A.C.N. 006 383 179) was
Hereunto affixed in accordance with its
Constitution in the presence of:-

)
)
)



Signature

Charles Harry Heath

Full Name

Gippsland Drive, Melton

Usual Address

Director

Office Held

Signature

Thomas EAGLE

Full Name

74 Main Street, Bairnsdale

Usual Address

Secretary

Office Held



DAC166290V-13-8

Mortgagee's Consent

Gippsland Secured Investments as Mortgagee of Registered Mortgages Numbered
W348833Y and 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.

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

PETER MILTON MURPHY AS DIRECTOR

AC166290V

30/06/2003 \$59

173



Printed 9/02/2026
Page 22 of 147

ADVERTISED

PLANNING PERMIT

Permit No:

Planning Scheme:

01/00299/DS (AMENDED)

Form 4.4

EAST GIPPSLAND

The document must not be used for any purpose which may breach any copyright.

ADDRESS OF THE LAND

15 Hardys Road, METUNG VIC 3904
Lot 2 LP 420967)

BN: 79570

THE PERMIT ALLOWS

The land to be subdivided into 68 Lot (Stages 2, 3, 4, 5 & 6) in accordance with the endorsed plans.

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

Subdivision not altered

DAG166290V-14-1

1. The subdivision as shown on the endorsed plans must not be altered without the prior written consent of the responsible authority.

Engineering requirements

2. The applicant shall engage a suitably qualified consultant to undertake the preparation of detailed engineering design, drawings, documentation and specifications for the construction of road and drainage works and for the provision of services, all to the satisfaction of Council and meeting the requirements of the relevant service authorities.
3. Infrastructure shall be designed in accordance with standard engineering principles and practices. Full and detailed calculations shall be provided. The design shall provide for the following minimum requirements.

Roads, Pavement and Access

(a) Investigation shall be undertaken to determine existing site conditions to determine design requirements. All reports and full details of all investigations undertaken shall be provided with designs submitted to Council for approval. Full and detailed calculations supporting all aspects of design shall be provided.

(b) Pavement design shall be undertaken in accordance with accepted engineering practice. Pavement design for collector roads shall also take into consideration traffic that may be generated from the potential for future development to the south-west of the subject site. Supporting calculations for pavement design including the provision of geotechnical reports shall be provided.

(c) The cul-de-sac or turning heads of proposed new roads shall be constructed and sealed to provide sufficient space for the manoeuvring of all service and emergency vehicles. "T" or "Y" shaped turning heads are acceptable. Provision of suitable area for vehicles to perform a 3 point turn will be acceptable.

(d) A driveway crossover or culvert shall be constructed for all allotments to Council's satisfaction and in accordance with Council requirements. Crossing places shall incorporate features to prevent erosion which may include but not be limited to suitable stone pitching in the invert or energy dissipation devices. Proposed details of design and construction for crossovers shall be provided.

Drainage

(e) The stormwater drainage system shall be designed in accordance with standard engineering practice to provide for the collection of all stormwater.



AC166290V

Printed 9/02/2026
Page 23 of 147

ADVERTISED

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

runoff, resulting from a storm having an ARI of 1 in 20 Years, and concentrated by buildings, pavements, and/or siteworks to avoid damage or inundation to any property. Each allotment shall be provided with a connection to the drainage system. Connections to the drainage system shall be in accordance with Council requirements. Pipes through the council verge area shall be constructed of steel or concrete, not PVC.

(f) The stormwater drainage system shall incorporate measures to ensure the quality of stormwater discharging from the development is maintained. The drainage system shall provide such water quality measures as considered necessary which may include, but not be limited to, the provision of sediment traps, wetlands, detention basins, Gross Pollutant Traps and drainage pits incorporating litter baskets.

(g) Drains shall incorporate features to prevent erosion which may include but not be limited to suitable stone pitching in the invert, or energy dissipation devices placed at regular intervals along the length of the drain.

(h) Where a proposed drainage system submitted to Council for approval indicates that construction of drains will be on private property easements for drainage purposes and meeting the requirements of Council for access and maintenance purposes shall be vested in Council free of charge.

(i) Outlets shall incorporate an energy dissipation devices to prevent any erosion.

Earthworks

(j) With the exception of roadside drainage structures roadside verges shall have a batter slope no greater than 8 horizontal to 1 vertical.

(k) All earthworks associated with the development shall be stabilised in accordance with standard engineering design and practices against erosion and failure. No earthworks may encroach across neighbouring property boundaries.

Services

(l) Design for the installation of services shall meet the requirements of the relevant authorities and shall be approved by those authorities.

Signage and Traffic Control

(m) The design shall address and include all applicable and statutory signage and traffic control requirements. Design drawings and specifications shall provide for the installation of appropriate signage and pavement markings conforming with the requirements of AS 1742 Manual of uniform traffic control devices. Provision of necessary signage and pavement marking shall be undertaken by the developer.

Documentation

(n) All documentation for the construction of infrastructure shall include adequate provision for:

(i) maintenance and repair of damage to existing infrastructure damaged as a result of works associated with this development

(ii) quality assurance and testing procedures

(iii) provision for adequate notification and inspections by Council representatives at various key stages of the works

(iv) works to be undertaken with due regard to environmental requirements.

(o) An agreement shall be entered into which shall be noted on title requiring the property being developed as a golf course to accept all stormwater runoff.

Printed 9/02/2026

Page 24 of 147

AC166290V
30/06/2023 \$59 113

ADVERTISED

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

from the development. This agreement shall be a continuing agreement and binding on all future registered proprietors of that property.

Supervision of Works

(p) An appropriately qualified and registered practitioner to the satisfaction of the Responsible Authority must supervise all stages of works to be constructed on the site. Copies of all test results certified by a NATA accredited laboratory shall be provided with a certification by a Chartered Professional Engineer that all works have been constructed in accordance with approved plans and specifications will be required.

4. Any portion of Council's existing infrastructure damaged as a result of work undertaken on the site or associated with the development shall be repaired/reinstated to Council's satisfaction at the developer's expense.
5. No works shall commence until such time as all necessary approvals from Council and relevant service authorities have been obtained.
6. Construction works on the subject land may only be conducted between the hours of 7.00 am to 6.00 pm Monday to Saturday (inclusive).
7. During and after construction works, the site must be managed to minimise dust generation and movement causing loss of amenity to the surrounding neighbourhood to the satisfaction of the responsible authority.
8. All earthworks associated with the proposal must be undertaken in accordance with the provisions of Environment Protection Authority (EPA) Publication No. 275 "Construction Techniques for Sediment and Pollution Control" (Copy available from EPA, Traralgon).
9. Prior to the issue of a Statement of Compliance the applicant shall pay to the Council an amount of money equal to 0.75% of the estimated cost of the engineering works plus 2.5% of the actual cost of the engineering works for checking of plans and specifications and for on-site supervision of the engineering works respectively in accordance with Clause 8 and 9 of the Subdivision (Permit and Certification Fees) Regulations.

Tree removal

10. Trees that do not fit the category of being "planted" as part of the initial development require a separate planning permit for removal unless exempted by provisions of the East Gippsland Planning Scheme.

173 agreement

11. Prior to the issue of a Statement of Compliance, the applicant must enter into an Agreement under Section 173 of the Planning and Environment Act 1987 with the responsible authority to covenant that:
 - the development of each lot approved by this permit will only be carried out in accordance with the requirements of a Soil and Water Management Plan.
 - 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 - Guidelines for Construction, Siting of, External Alterations and Additions to Buildings and Structures on Kings Cove Stages 2 to 9, Low Density Residential Zone", dated December 2001 (or as amended) (The Document).
 - Any amendment to The Document will be to the satisfaction of the Responsible Authority.
 - no lot created within Stage 1B will have vehicular access to Archibald Drive.

30/06/2003 \$59
173
AC166290V

ADVERTISED

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

- the provision of access to and development of the proposed Public Open Space Reserve shall be to the satisfaction of the responsible authority.
- a copy of this permit will be attached to and will form part of the contract of sale for every lot.
- landscaping works around private residences will have regard to the Storth Ryes Landscape Concept Report, which encourages the use of indigenous plant species and recommends appropriate planting objectives and plant lists for site conditions. Known weed or invasive "pest" plants will not be encouraged.
- the agreement may be ended wholly or in part or as to any part of the land by the responsible authority with the approval of the responsible authority with the approval of the Minister or by agreement between the responsible authority and all persons who are bound by the agreement.
- the agreement will bind the owner(s) and must run with the land so that all successors in the title are bound by the agreement.
- this agreement will be prepared at the owner's cost and to the satisfaction of the responsible authority, and must be registered on title in accordance with Section 181 of the Planning and Environment Act 1987.

Construction of dwellings

12. The development of lots approved by this permit for the purpose of a dwelling will be exempt from the need to obtain a separate planning permit provided:

- all buildings are constructed wholly within approved building envelopes;
- all construction and site development works are carried out strictly in accordance with the approved Soil and Water Management Plan, to the satisfaction of the responsible authority, and
- the requirements of Clause 32.03-2 (Use for one or two dwellings or a dependent persons unit) can be met.

Street Names

13. Street names must be to the satisfaction of the responsible authority.

Landscaping

14. Prior to the issue of a Statement of Compliance, the subject land must be landscaped and planted in accordance with the requirements of the "Storth Ryes Landscape Concept Report" prepared by Murphy Design Group and dated April 2000. Specifically the following requirements must be met:

- Section 1.13 Other Roads
- Section 1.15 Pedestrian Walkways
- Section 1.16 Boundaries

15. Plans detailing the landscaping and streetscaping treatments, consistent with the "Storth Ryes Landscape Concept Report" and the Typical Landscape treatments contained in this report, and must be prepared by an appropriately qualified person and approved by the responsible authority prior to the commencement of any landscaping works.

East Gippsland Water

The owner/applicant must:

16. Enter into an agreement under the Water Act for the provision of water supply works.



DAC166290V-17-2

30/06/2003 \$59

AC166290V
173

Printed 9/02/2026

Page 26 of 147

ADVERTISED

This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 2004. The document must not be used for any purpose which may breach any copyright.

17. Meet the cost of the necessary water mains extension;
18. Pay a headworks and distribution charge at a level determined by the Authority at the time of payment. As a guide the level applicable on 18/7/01 is \$2,000 per lot created by the subdivision.
19. Enter into an agreement under the Water Act for the provision of sewerage works.
20. Meet the cost of the necessary sewer mains extension.
21. Pay an outfall and disposal charge at a level determined by the Authority at the time of payment. As a guide, the level of charge on 18/7/01 is \$2,100 per lot created by the subdivision.
22. Provide easements as necessary.
23. Connect development to Authority's water and sewerage services to the satisfaction of the Authority.

TXU Electricity Ltd

The applicant must:

24. Enter into an agreement with TXU Electricity Ltd for supply of electricity to each lot on the endorsed plan.
25. Enter into an agreement with TXU Electricity Ltd for the rearrangement of the existing electric supply system.
26. Enter into an agreement with TXU Electricity Ltd for rearrangement of the points of supply to any existing installations affected by any private electric power line which would cross a boundary created by the subdivision, or by such means as may be agreed by TXU Electricity Ltd.
27. Provide easements satisfactory to TXU Electricity Ltd for the purpose of "Electricity (power lines)" in the favour of TXU Electricity Ltd pursuant to Section 44 of the Electricity Industry Act 1993, where easements have not been otherwise provided, for all existing TXU Electricity Ltd electric power lines and for any new power lines required to service the lots on the endorsed plan and /or abutting land.
28. Obtain for the use of TXU any other easement external to the subdivision required to service the lots.
29. Adjust the position of any existing TXU Electricity Ltd easement to accord with the position of the electricity line(s) as determined by survey.
30. Set aside on the plan of subdivision for the use of TXU, reserves satisfactory to TXU where any electric substation (other than a pole mounted type) is required to service the subdivision.
31. Provide survey plans for any electric substation required by TXU Electricity Ltd and for associated power lines and cables and execute leases for a period of 30 years, at a nominal rental with a right to extend the lease for a further 30 years. TXU Electricity Ltd requires that such leases are to be noted on the title by way of a caveat or a notification under section 88(2) of the Transfer of Land Act prior to the registration of the plan of subdivision.

Telstra

32. The applicant shall enter into an agreement with Telstra or other licensed Telecommunications carrier for the satisfactory provision of telephone cable reticulation one metre into each lot created.
33. The applicant shall set aside on the plan of subdivision reserve/s satisfactory to Telstra, for telecommunication/s substations if required.

AC166290V
30/06/2003 \$59 13

ADVERTISED

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

Certification

34. The plan of subdivision submitted for certification under the Subdivision Act 1988 must be referred to the relevant authority in accordance with Section 8 of any copyright the Act.

DNRE

35. Prior to any works commencing on the development of the subdivision, the Soil and Water Management Plan prepared for the works shall be referred to DNRE for comment.

36. The siting of building envelopes on individual allotments shall be established so as to ensure minimal vegetation removal and the Envelope Plan shall be submitted to DNRE for comment prior to certification of each stage of the subdivision.

CFA

37. All roads must be designed, constructed and maintained for a load capacity of at least 15 tonnes.

38. There must be no obstructions within one metre of the formed width of roads at any time and there must be four metres height clearance above all roads to allow fire vehicle access.

39. The amount and location of parking facilities must be determined in such a manner as to encourage users not to impede access of emergency vehicles.

40. Adequate provisions for turning of brigade vehicles must be provided in dead end roads and cul-de-sacs. This may be through either the provision of a court bowl with a trafficable area of minimum 10 metres radius or a "wye" or "tee" head with formed road surface of each leg being of at least 8 metres length from the centre point of the head and four metres width.

41. The water reticulation plan must be approved by the CFA prior to commencement of construction.

42. There must be a hydrant within 120 metres from the outer edge of building envelope.

43. Fire hydrants must be clearly identified in accordance with the Fire Service Guideline – Identification of Hydrants for Fire Fighting Purposes.

44. Areas of public open space must be managed in a minimum fuel condition during the fire danger period.

Time

45. The permitted approval for subdivision will expire if the subdivision is not started or completed within five years of the date of this permit.

46. The permitted approval for buildings and works associated with the development of dwellings, including vegetation removal within approved building envelopes, will expire if one of the following circumstances applies:

- The building or works is not started within fifteen years of the date of this permit.
- The building or works is not completed within two years of commencement on each lot within the subdivision.

This applies only to the construction of dwellings and the removal of vegetation within approved building envelopes and as permitted in line with the requirements specified in Condition 7 of this permit.

30/06/2003 \$59 173
AC166290V



ADVERTISED

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

Notes:

East Gippsland Water

The payment of headworks and outfall charges will be at the time of sale/settlement of each lot, or all outstanding monies to be paid in full within two years from the date of issue of Statement of Compliance for the subdivision by the Authority, whichever occurs first.

TXU

It is recommended that, at an early date the applicant commences negotiations with TXU Electricity Ltd in order that supply arrangements can be worked out in detail, so prescribed information can be issued without delay.

Arrangements for supply will be subject to obtaining the agreement of other Authorities and any landowners affected by routes of the electric power lines required to supply the lots and for any tree clearing.

Prospective purchasers of lots on this plan should contact the TXU Electricity Ltd Bairnsdale office to determine the availability of a supply of electricity. Financial contributions may be required.

Permit amended to include a range of extra conditions controlling development of the subdivision.

Date Issued: 19 October, 2001

Amended on: 4 February, 2002

Page 7 of 7


Signature for the
Responsible Authority

AC166290V
30/06/2003 559
173



Printed 9/02/2026

Page 29 of 147

ADVERTISED

This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be reproduced, copied or distributed in any way without the consent of the Council, which may be given by endorsement.

EDITION

PS 509097V

PLAN OF SUBDIVISION

LOCATION OF LAND

PARISH: BUMBERRAH
 TOWNSHIP: —
 SECTION: —
 CROWN ALLOTMENT: 78A, 81A, 81E (PARTS)
 CROWN PORTION: —

TITLE REFERENCES:

LAST PLAN REFERENCE: LOTS A, C & E ON PS 4486220

POSTAL ADDRESS: (At time of subdivision) KINGS COVE BOULEVARD, METUNG, 3904

AMG CO-ORDINATES: (Of approx. centre of land in plan) E 573 750 N 5807 000 ZONE: 55

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
RI RESERVE No 1	EAST GIPPSLAND SHIRE COUNCIL TXU ELECTRICITY LTD.

COUNCIL NAME: EAST GIPPSLAND SHIRE COUNCIL REF: 02/00053/SD

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

OPEN SPACE

- (i) A requirement for public open space under Section 18 Subdivision Act 1988 has ~~not~~ been made.
- (ii) The requirement has been satisfied.
- (iii) ~~The requirement is to be satisfied in stage~~
~~Council Delegate~~ 
~~Council seal~~

Date 4 / 11 / 2002

~~Re-certified under Section 11(7) of the Subdivision Act 1988~~~~Council Delegate~~~~Council seal~~

Date / /

NOTATIONS

STAGING This is / is not a staged subdivision
 Planning Permit No 01/00299/DS

DEPTH LIMITATION DOES NOT APPLY

LOTS 1 TO 59 HAVE BEEN OMITTED FROM THIS PLAN


 AC166290V
 30/09/2003 159
 173

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)
--------	--------------------------	--------------------------	---------------------------------

LTO USE ONLY

STATEMENT OF COMPLIANCE / EXEMPTION STATEMENT

RECEIVED

DATE / /

LTO USE ONLY

PLAN REGISTERED

TIME

DATE / /

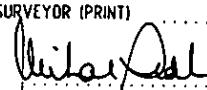
Assistant Registrar of Titles

SHEET 1 OF 5 SHEETS

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	CARRIAGEWAY	30	INST. M22132T	VOL 9369 FOL 911, VOL 9369 FOL 912 & VOL 9369 FOL 913
E-2	SEWERAGE	3	PS 4486220	EAST GIPPSLAND REGION WATER AUTHORITY & LAND IN THIS PLAN
E-3	CARRIAGEWAY	SEE DIAG.	PS 420967K	LOT 2 ON PS 420967K
E-4	WATER SUPPLY	3	PS 4486220	EAST GIPPSLAND REGION WATER AUTHORITY & LAND IN THIS PLAN
E-5	POWERLINE	3	PS 4486220	TXU ELECTRICITY LTD.
E-6, E-8	SEWERAGE	3	THIS PLAN	EAST GIPPSLAND REGION WATER AUTHORITY & LAND IN THIS PLAN
E-7, E-8	DRAINAGE	2	THIS PLAN	EAST GIPPSLAND SHIRE COUNCIL

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

LICENSED SURVEYOR (PRINT) MICHAEL JOSEPH SADLER

SIGNATURE  DATE 4 / 10 / 2002

REF 10134 VERSION 4

DATE 4 / 11 / 2002

COUNCIL DELEGATE SIGNATURE

Printed 9/02/2026
 Page 30 of 147

ORIGINAL SHEET SIZE A3

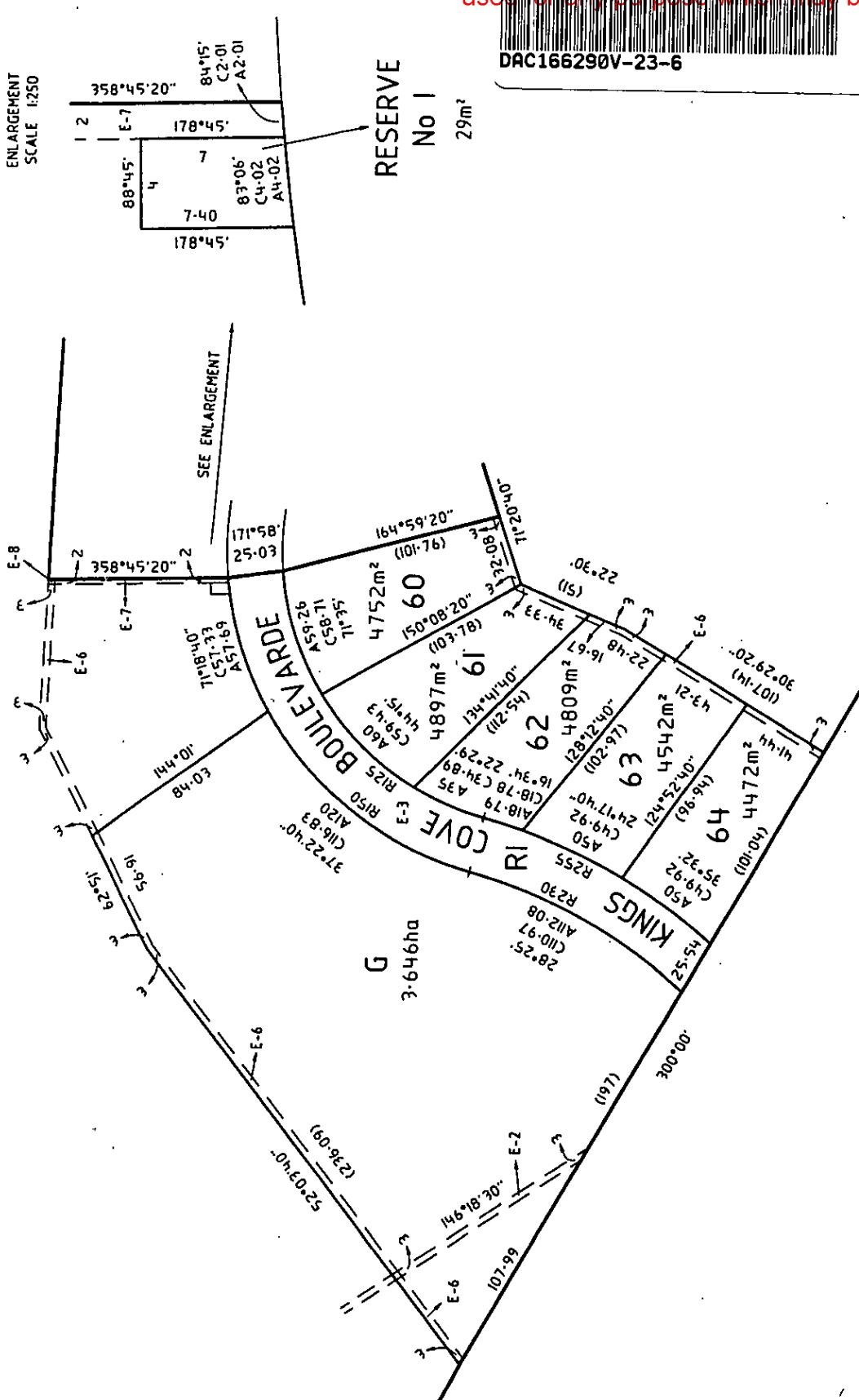
ADVERTISED

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



DAC166290V-23-6

PLAN OF SUBDIVISION		STAGE No.	PLAN NUMBER
		/	PS 509097V



AC166290V
30/06/2003 \$59 173

Printed 9/6/2026
Page 32 of 147

Wether & Sadler Pty. Ltd.
LICENSED SURVEYORS & TOWN PLANNERS
162-164 CLIFTON STREET, BAIRNSDALE, VIC. 3875
TELEPHONE (03) 5162 2011

1. METERS		SCALE			ORIGINAL			LICENSED SURVEYOR (PRINT)		MICHAEL JOSEPH SADLER	
		20	0	20	40	60	80	100	SHEET SIZE	SIGNATURE	DATE
								A3		4 / 10 / 2002	
								REF 10134		VERSION 4	
LENGTHS ARE IN METRES											

AMG ZONE 55

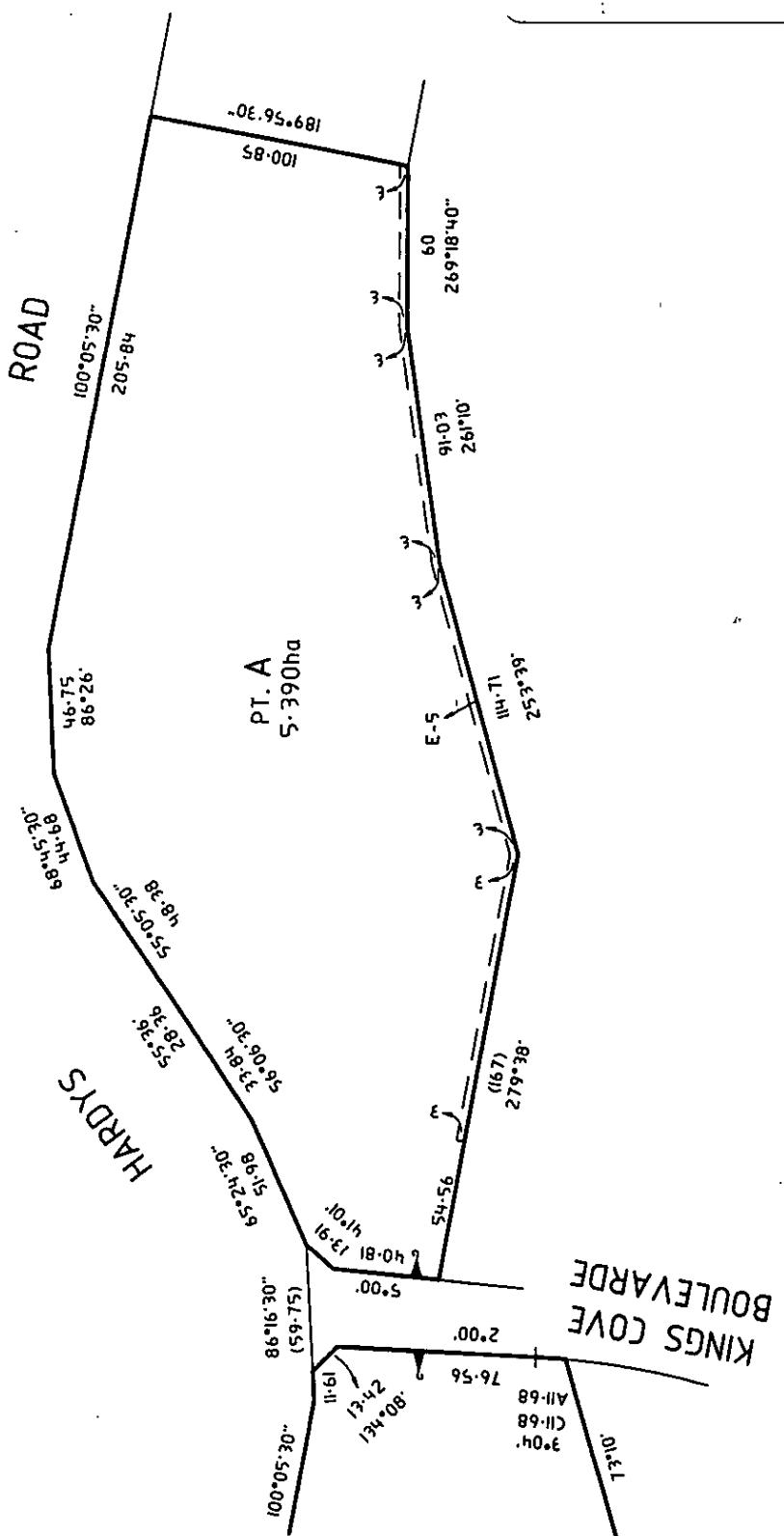
ADVERTISED

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



DAC166290V-24-0

PLAN OF SUBDIVISION		STAGE No.	PLAN NUMBER
		/	PS 509097V



AC166290V

30/06/2003 \$59

173



AMG ZONE 55

33 of 33
9/9/2021
Wether & Sadler Pty. Ltd.
LICENSEE SURVEYORS & TOWN PLANNERS
1152 LACKLAND STREET, BURNSIDE, VIC. 3875

Printed 9/02/2026
Page 33 of 147

	SCALE	20 0 20 40 60 80 100	SCALE	1:2000
	LENGTHS ARE IN METRES			

9/02/2013 of
LICENCEES SURVEYORS & TOWN PLANNERS
1822 MACROD STREET, BANDSTAD, VIC. 3876
W & SULLIVAN Pty. Ltd.

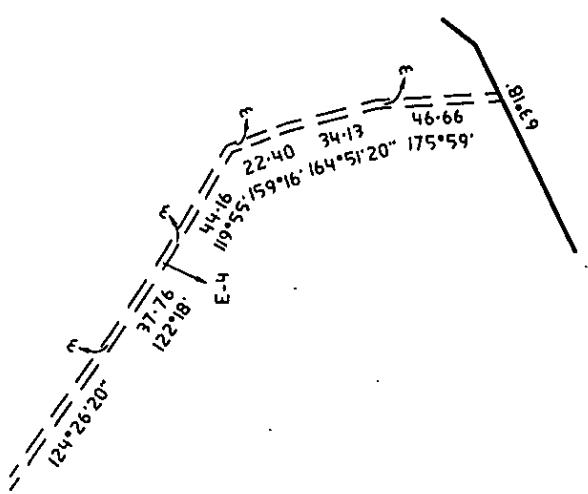
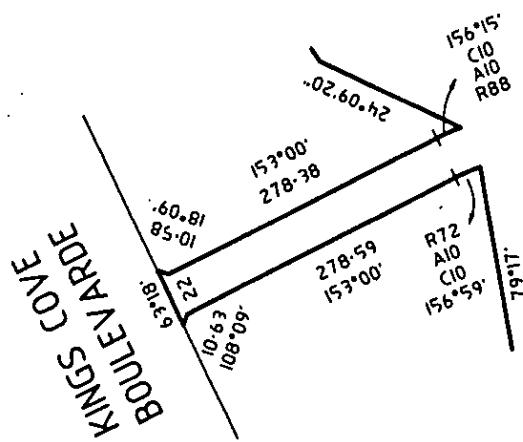
ADVERTISED

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

PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 509097V



DAC166290V-25-3



AMG ZONE 55
NORTH EAST



30/06/2003 \$59

173

Conacher & Sadler Pty Ltd.
LICENSED SURVEYORS & TOWN PLANNERS
156 ACACIA D STREET, BARNSDALE VIC. 3875
TELEPHONE (03) 5182 5011

SHEET 5 OF 5 SHEETS		DATE 4/10/2002
COUNCIL DELEGATE SIGNATURE		JOHN SADLER
REF 10134	VERSION 4	MICHAEL JOSEPH SADLER
ORIGINAL SHEET SIZE A3	SCALE 1:2000	LICENSED SURVEYOR (PRINTED SIGNATURE)

SCALE 1:2000	SCALE 20 0 20 40 60 80 100	LENGTHS ARE IN METRES
REF 10134	VERSION 4	DATE 4/10/2002

ADVERTISED

30/06/2003

166

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

73

ADVERTISED

AC166290V

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.

and the Responsible Authority under the zone overlay. The minimum setback from the allotment boundaries are prescribed in the designated building envelopes.

3.2 Soil and Water Management Plan

The permitted use of the land under the zoning is also governed by the Soil and Water Management Plan as approved by the Responsible Authority. The construction of civil works and buildings and associated structures must comply with the Soil and Water Management Plan, in order to protect the subject land, adjacent land and the Gippsland Lakes waterways.

Annexed hereto and marked "Schedule A" is the King's Cove – Stage 4 Soil and Water Management Plan Specifications for Construction of Dwellings.

3.3 Building Types Permitted



DAC166290V-27-1

A single dwelling is permitted within the zone under the relevant incorporated plan overlay for King's Cove (formerly Storth Ryes).

Any dwelling erected on the site shall have a total floor area of not less than one hundred and seventy (170) square metres within the outer walls thereof calculated by excluding the area of any carport, garage, terrace, pergola or verandah and must be built only of new materials.

All outbuildings exposed to public view from the street, reserve, adjoining allotments or the lake shall be designed, constructed and maintained in all ways similar to the principal building on the lot. Garages and carports shall preferably be incorporated into the main roof structure. Where detached garages or carports are permitted they shall also be constructed of the same approved materials as stipulated for the dwelling and be part of an overall integrated design. Each lot shall make a provision for fully enclosed and covered parking for not less than two motor vehicles unless otherwise agreed to in writing by the Architectural Review Committee.

Innovative house plans that meet the requirements of 3.4 Building Form, set out below, but use materials other than those specified will be considered for approval if appropriately submitted to the Architectural Review Committee for assessment.

3.4 Building Form

Simple clear forms will be preferred for all structures. Unduly fragmented or flamboyant forms will not be preferred where they impact on adjoining properties or the amenity of the subject land when viewed from offsite. Sun protection of walls, openings and terraces shall preferably be achieved by roof overhangs, verandahs, pergolas or other structurally integrated elements of the building.

As stipulated by agreement between Storth Ryes and the Responsible Authority, the construction of dwelling shall conform to the following:

- Buildings should be designed to minimise visual impacts, erosion and fire hazard.
- Buildings should be designed with floor levels and roofs that sit in sympathy with the prevailing ground slopes.
- Pergolas, decks and shading devices may be used to soften the interface between buildings and surrounding vegetation.
- Split level buildings shall be encouraged on sloping land to reduce the height of the building.

3.5 External Finishes and Colours

The objective is to provide a level of finish and colours which are compatible with the natural environment of King's Cove. They should reflect the colour and texture of the coastal setting and take account of durability and weathering characteristics. The following list of suitable finishes and colours are considered desirable but not definitive.

Walls: Brick or masonry-rendered or bagged and painted in colours suited to the coastal environment. Stone.

Timber and/or composite weatherboards – treated or painted in colours suited to the coastal environment.

Printed 9/02/2026

Page 36 of 147

ADVERTISED

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

Glass – clear, grey or smoked (non-reflective).

Sheeting Materials – Harditex and similar manufactured sheeting suitably coated and painted.

Colourbonded metal in corrugated patterns.

Roof: Colourbonded Metal – in colours suited to the coastal environment.

Glass – or Polygal, Laserlight, Sailcloth and similar products.

Trim: Timber, aluminium, sheeting materials and steelwork in colours suited to the coastal environment.

The above is not intended to be comprehensive and other colours and combinations would be considered against the objectives of suiting the coastal setting of the subject land.

3.6 Service Areas

Areas used for the purpose of drying or airing clothes shall be reasonably screened from public view from the street, reserved, adjoining allotments and the land. Storage tanks shall be mounted at ground level and reasonably concealed from public view. Refuse storage areas shall be totally screened from public view.

3.7 Vehicle Driveways/Paved Areas

Vehicle driveways and other paved areas exposed to public view should be constructed of clay brick, masonry pavers, crushed stone, stone sheeted bitumen, hot mix, patterned and coloured concrete, exposed aggregate concrete or formed quality gravel surface. Adequate drainage and erosion protection measures must be incorporated in line with the Soil and Water Management Plan.

3.8 Alterations and Additions

The guidelines (as amended) shall also apply to all external structural alterations and additions to external surfaces of buildings and structures on the development. Such works shall involve the same application and approval procedure as applies to initial building construction.

3.9 Builders' Site Refuge Guidelines

Lot owners shall ensure that any builder of a residence on a lot complies with the Builders' Site Refuge Guidelines contained in **Schedule B** of these Guidelines.

3.10 Requirement of Certificate of Occupancy or approval of the Architectural Review Committee

No allotment of the development shall be occupied for residential purposes either temporarily or permanently until a Certificate of Occupancy is issued for the dwelling erected on the site or until such occupancy is otherwise approved by the Architectural Review Committee.

4. Landscaping

4.1 General



DAC166290V-28-4

To enhance the amenity of King's Cove and to improve the aesthetic environment, owners of lots shall be required to landscape their properties within 12 months of entering into occupation and obtaining a certificate of occupancy. The plans for such landscaping shall be prepared by a competent landscape designer and submitted to the Architectural Review Committee for a conformity assessment at the same time as plans are presented for the buildings. Lot owners will lodge a Bank Guarantee or cash bond of satisfactory performance for the sum of \$2,000.00 with Storth Ryes or its nominee. The guarantee will be released when the agreed landscaping has been completed.

The use of native species of trees and shrubs is favoured, however, other varieties will be permitted. It is desired that some indigenous trees shall be planted on each site particularly on the setback areas. Landscape plans need to incorporate general schematic layouts only with main species listed and larger trees shown on the plan. Trees which exist on the site either naturally or as part of landscaping worked by the developer cannot be removed without the permission of the Architectural Review Committee.

AC166290V

Printed 9/02/2026

30/06/2023 15:05

Page 37 of 147

ADVERTISED

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

4.2 Maintenance

Maintenance and landscaping of all ground slopes shall be the responsibility of the lot owners. Treatment of the ground slopes incorporating terracing and or retaining walls, including proposed landscaping, shall be incorporated into the landscape plan for approval. The landscape plan shall take account of the Soil and Water Management Plan requirements, maintain vegetative cover on slopes and providing measures to avoid any erosion of the subject land during and following construction.

Where a retaining structure is required to support a swimming pool or to form a terrace, such structure shall preferably including sloping landscaped or stone pitched banks as a means of level transition and shall deal with drainage to avoid erosion.

4.3 Maintenance prior to construction

Maintenance prior to construction of the dwelling and/or site shall be the responsibility of the lot owners who shall be required to ensure that grass height does not exceed 200 millimetres at any time and that the lot is maintained generally in keeping with the overall maintenance of the King's Cove Development. To assist lot owners, Storth Ryes proposes to engage a subcontractor to provide grass cutting and like maintenance services at a reasonably competitive cost, which services will be available to lot owners.

In the event that such maintenance of the dwelling and/or site not being carried out in a timely manner by Lot owners, Storth Ryes shall be entitled to engage a subcontractor for the purpose of effecting the required grass cutting or maintenance works and the Lot owner shall reimburse Storth Ryes for any expenses reasonably incurred by Storth Ryes in so doing.

5. Fences

In principle it is considered that a parklike appearance is appropriate and that solid fences be kept to a minimum subject to the requirements of screening service areas, pools and other outdoor living areas. The use of screen planting areas to define boundaries is most desirable.

Post and wire fencing will be erected by Storth Ryes on most allotment boundaries excluding the street frontage and within 15 metres of the main street frontage which will be unfenced. Boundaries within the more vegetated areas may not be fenced to avoid disturbing the existing cover. No solid fence shall be built within 15 metres of front or rear boundaries or within 5 metres of a side boundary.

Where a solid fence is sought, the preferred materials shall be brush panel, stone, bagged and painted masonry or brickwork, hardwood or treated pine pickets of 75mm x 20mm with 20mm spacings. The planting of landscaping to soften such fences will be preferred. Front boundaries are preferred to be left unfenced. Where the owner seeks greater screening cover than planting alone can provide, fences will need to be setback 15 metres from the front boundary and significant planting incorporated into the setback area within the landscape plan.

6. Liability

Storth Ryes Pty. Ltd. and its successors and associated companies, Riviera Properties Limited and its successors and the Responsible Authority, shall each be free from any liabilities and claims for damages and/or suits of any kind as a result of or arising out of the enforcement or implementation of all or any of these guidelines or any matters associated with the same or any application for approval hereunder or the decision made.

AC166290V
30/06/2003 \$59
173

Printed 9/02/2026
Page 38 of 147



DAC166290V-30-3

ADVERTISED

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

SCHEDULE A

King's Cove – Stage 4 Soil and Water Management Plan

Specifications for Construction of Dwellings

June, 2002



ADVERTISED

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



KINGS COVE – Stage 3 & 4
Soil and Water Management Plan
Specifications for Construction
of Dwellings

June 2002

AC166290V

30/06/2003 \$59

173



Prepared by:

Crossco Australia Pty Ltd
Engineering and Environmental Consultants
152 Macleod Street, PO Box 858
Bairnsdale VIC 3875
Tel. 03-5152 6298
Fax. 03-5152 5705
consult@crossco.net.au
www.crossco.net.au



DAC166290V-31-7

Printed 9/02/2026
Page 40 of 147



ADVERTISED

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

KINGS COVE – Stage 3 & 4
Soil and Water Management Plan
Specifications for Construction of Dwellings

TABLE OF CONTENTS

1. BACKGROUND AND OBJECTIVE	2
2. RESPONSIBILITY FOR COMPLIANCE	2
3. SITE-SPECIFIC REQUIREMENTS.....	2
4. STORMWATER DISCHARGE AND DRAINAGE LINE PROTECTION.....	3
5. INSTALLATION SEQUENCE.....	4

TABLES

TABLE 1: KINGS COVE STAGE 3 & 4 LOT NUMBERS AND EROSION CONTROL REQUIREMENTS 3

FIGURES

DRAWING 1: KING COVE – STAGE 3 & 4: DWELLING SOIL & WATER MANAGEMENT PLAN ..AT REAR

AC166290V
30/06/2003 \$59 173


Document Information: 1072 kings cove stage 3 &4 soil & water.doc
Issued: 18th June, 2002





DAC166290V-33-4

ADVERTISED

This copied document is made available for the sole purpose of enabling its consideration and review as Kings Cove - Stage 3 & 4: Soil and Water Management Plan 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.

1. BACKGROUND and OBJECTIVE

This Soil and Water Management Plan outlines the minimum erosion control requirements necessary for the construction of dwellings on allotments within Stage 3 & 4, Kings Cove Boulevard of the Kings Cove subdivision in Metung, Victoria.

The objective of this Plan is to prevent soil erosion and control sedimentation by adoption of the following key principles:

- Implementation of sensible site planning and compliance with construction specifications
- Diversion of up-slope water from the construction site
- Minimisation of site disturbance
- Rationalisation of movement by construction vehicles
- Installation of sediment traps/controls along low-side of construction site
- Rationalisation of stockpile location
- Protection of stockpiles from erosion
- Minimise waste from wash-down and tile/brick cutting
- Minimisation of stormwater runoff from the construction site
- Reduce the erosive energy of stormwater leaving or diverted around the construction site
- Minimisation of building waste and debris
- Regular maintenance of all erosion control structures
- Prompt rehabilitation of all disturbed areas

A typical dwelling construction site, together with specific erosion control requirements are illustrated on Drawing 1. These controls should be adopted for development of all dwellings within Stage 3 & 4 at Kings Cove based on site specific details listed in Table 1.

2. RESPONSIBILITY FOR COMPLIANCE

Compliance with the erosion control techniques specified by this Plan (and accompanying drawings) is a mandatory requirement of East Gippsland Shire Council's Planning Permit 01/00299/DS for development of dwellings within Stages 3 & 4 at Kings Cove.

It is the land/dwelling owners responsibility to ensure all contractors engaged in the construction of a dwelling(s) on any allotment within Stages 3 & 4 at Kings Cove are aware of the need to implement the erosion controls specified by this Plan.

It is the individual responsibility of the builder and all sub-contractors to implement and maintain the various erosion control structures.

3. SITE-SPECIFIC REQUIREMENTS

This Soil and Water Management Plan stipulates erosion control requirements which can be adopted for all building envelopes within Stages 3 & 4 at Kings Cove. The location and orientation of each individual erosion control structure will vary depending on the relative position of the dwelling, access to the construction site, the direction and steepness of the land, and drainage conditions.

Site disturbance should, at all times, be kept to a minimum on all allotments by limiting the extent of cut and fill, limiting the steepness of batter slopes, and prompt rehabilitation of all disturbed sites.

Table 1 lists the different site-specific conditions prevailing across Stages 3 & 4 at Kings Cove.

30/06/2003 449 173
AC166290V

ADVERTISED

This copied document is made available for the sole

Kings Cove Stage 3 & 4 Soil and Water Management Plan

part of a planning process under the Planning and

Environment Act 1997. This document must not be

used for any purpose which may breach any copyright.

Table 1. Kings Cove Stage 3 & 4 Lot numbers and erosion control requirements

Allotment No.	Landscape Type	Stage	Erosion Control Requirements
All Allotments (ie. 43-47, 57-64, 70-77)	i) Gently sloping or ii) Gently sloping with steeper escarpment		<ul style="list-style-type: none"> Implement all erosion control structures. Construct silt fences on ALL down slope sides of construction site. Cut & fill batters > 3.0 m long and steeper than 1H in 3V should be structurally retained. Construct silt fence on down slope side of construction site. Establish cut-off drains across high side of construction site. Utilise craneage and pumping for construction on steep erosion-prone slopes. Stormwater discharged on-site should exit via energy dissipater with silt fence across drainage line. Avoid stormwater discharge down steep slopes.
Lots 70 to 77 inclusive	Gently sloping		<ul style="list-style-type: none"> All stormwater must be drained to the surface drain located immediately below the north-western (rear) boundary of the lots.
Lots 43-47 & 57-64 inclusive	Gently sloping with steeper escarpment		<ul style="list-style-type: none"> All stormwater must be drained to the drain/kerb fronting the allotments along Kings Cove Boulevard.

4. STORMWATER DISCHARGE and DRAINAGE LINE PROTECTION

All stormwater from dwellings and associated access must be drained to an appropriate discharge point as specified below and in Table 1.

For Lots 70-77, Stage 2 Kings Cove, all stormwater must be drained to the surface drain located immediately below the northern (rear) boundary of the lots.

For Lots 43-47, 57-64 Stage 3 & 4 Kings Cove, all stormwater must be drained to the drain/kerb fronting the allotments along Kings Cove Boulevard.

For Lots 43-47 & 57-64, stormwater should not be drained downslope in a south-eastern direction over the steeper slopes along the south-eastern (rear) of these allotments.

Particular care must be taken to protect all drainage lines, gullies and steep erosion-prone slopes. Stormwater discharged onsite (from buildings and driveways etc) must be suitably baffled to dissipate erosive energy. Where there is a threat of erosion, energy dissipaters consisting of rock aggregate (100 mm ALD) securely laid over needle-punched geotextile fabric, should be constructed at stormwater outlet points. Stormwater should exit over the aggregate and onto stable grassed areas. A silt fence should be constructed across the drainage line immediately below the stormwater outlet point during construction activities.

Early connection of stormwater lines and onsite storage for subsequent reuse is encouraged.

30/06/2023 13:59
AC166290V



DAC166290V-34-8



DAC166290V-35-1

ADVERTISED

Kings Cove – Stage 3 & 4: Soil and Water Management Plan

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.

5. INSTALLATION SEQUENCE

Forward planning can minimise the number of erosion control structures required and their potential interference with the building process.

Installation of erosion control structures in an appropriate sequence will maximise the effect of the structures in preventing erosion and sediment movement, and further reduce the interference to builders.

The following sequence should be adopted:

1. Establish a single entry-exit point and 'parking' spot for all vehicles involved in construction activities
2. Peg-out the limits of the dwelling
3. Determine the limits of disturbance / earthworks (ie cut and fill)
4. Install sediment fences along the low side of the site immediately below the limit of disturbance, leaving sufficient room for construction activities and stockpiles. Sediment fence detail is shown on the Dwelling Soil and Water Management Plan.
5. Install a cut-off drain above the upper limit of the cut batter to divert up-slope water around the site
6. Stabilise cut-off drains and discharge points to dissipate erosive energy of water
7. Remove any remaining vegetation (confirming for planning approval if required)
8. Strip and stockpile topsoil within the sediment fence perimeter
9. Rehabilitate all disturbed areas (including cut and fill batters) not subject to further construction activity with erosion control matting and suitable fast growing grass species
10. Install on-site building waste and litter receptacles (ie mini skips etc)
11. Undertake construction activity
12. Minimise erosive potential of stormwater generated from the site and dwelling roofs. This will include the need to install and connect roof downpipes and stormwater drainage lines to discharge points.
13. Continue to maintain all erosion and sediment control structures, including regular removal of accumulated sediment.
14. Stabilise and rehabilitate all remaining disturbed slopes (cut and fill batters, service trenches) with suitable fast growing grass species.

AC166290V

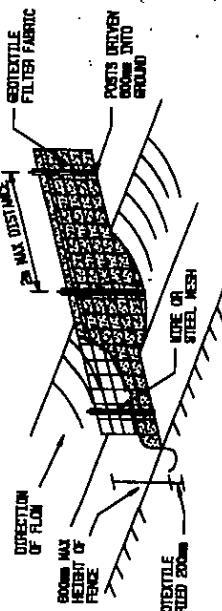
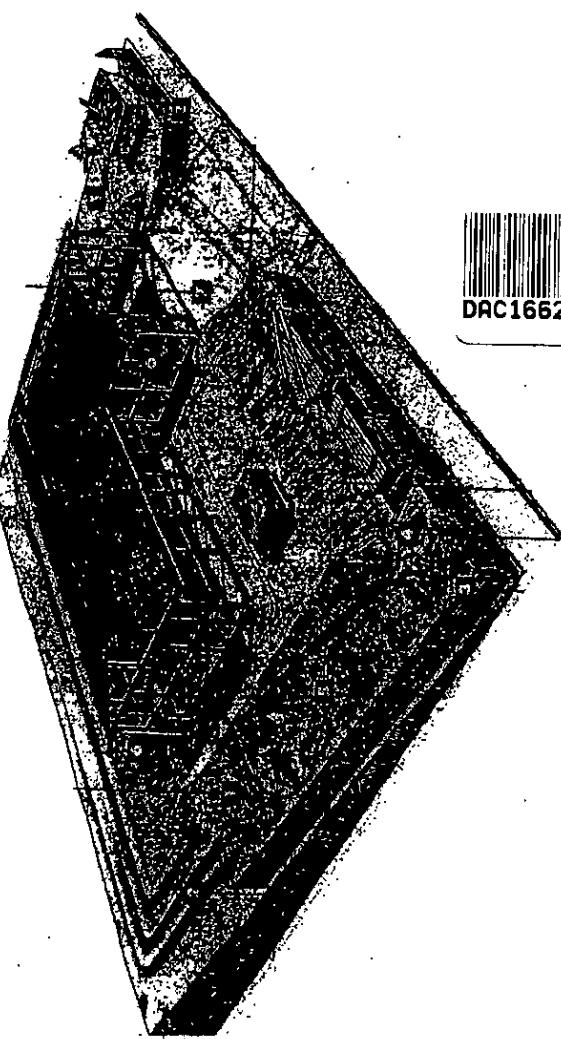
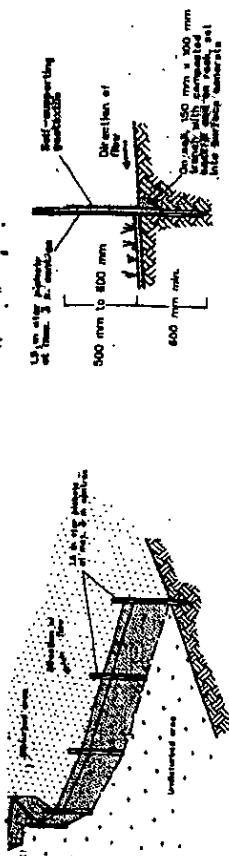
30/06/2003 \$59

173



ADVERTISED
AC166290V

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

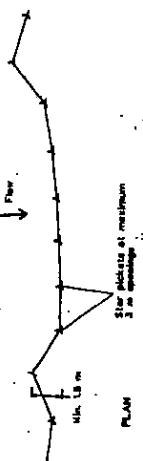
DIVERSION BANK & CHANNEL

**Printed 9/02/2026
Page 45 of 147**

SECTION DETAIL

2

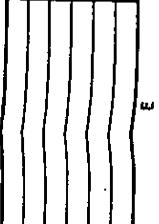
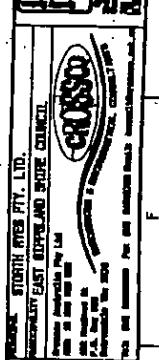
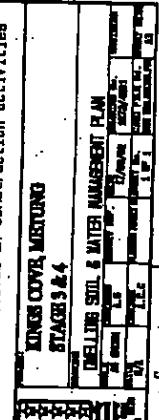
3

**CONSTRUCTION NOTES**

1. Construct sediment fence at limit of disturbance.
2. Drive 1.5m long steel picket into ground, 3m apart.
3. Dig a 150mm deep trench along the up-slope line of the fence, for the bottom of the fabric to be entrenched.
4. Backfill trench over base of fabric.
5. Fix sail supporting geotextile to up-slope side of posts with wire ties or as recommended by geotextile manufacturer.
6. Join sections of fabric at a support post with a 150mm overlap.

TYPICAL SILT FENCE**GENERAL NOTES**

1. Restrict cut & fill to minimum necessary and stabilise all disturbed slopes promptly. Establish on-site building waste and litter receptacles.
2. Establish a cut-off drain above the upper limit of the cut batter to divert up-slope water around the site.
3. Install sediment fences along the low side of site immediately below the limit of disturbance, leaving sufficient room for construction activities and stockpiles.
4. Strip and stockpile topsoil within sediment fence perimeter.
5. Minimise waste from wash-down and tile/brick cutting.
6. Minimise erosive potential of stormwater generated from the site and dredging roofs. This will include the need to install and connect roof downpipes and stormwater drainage lines to discharge points as follows:
 - Stage 3, Lots 70 - 77 inclusive to the surface drain located immediately below the northern [year] boundary of the lots.
 - Stage 3 & 4, Lots 43 - 46 & 57 - 64 inclusive to the drain fronting the allotments along Kings Grove Boulevard.
 - Stage 3, Lot 47 to the kerb and channel fronting the allotment.
7. Establish a single entry-exit point and 'parking' spot for all vehicles involved in construction activities.



DAC166290V-36-5

ADVERTISED

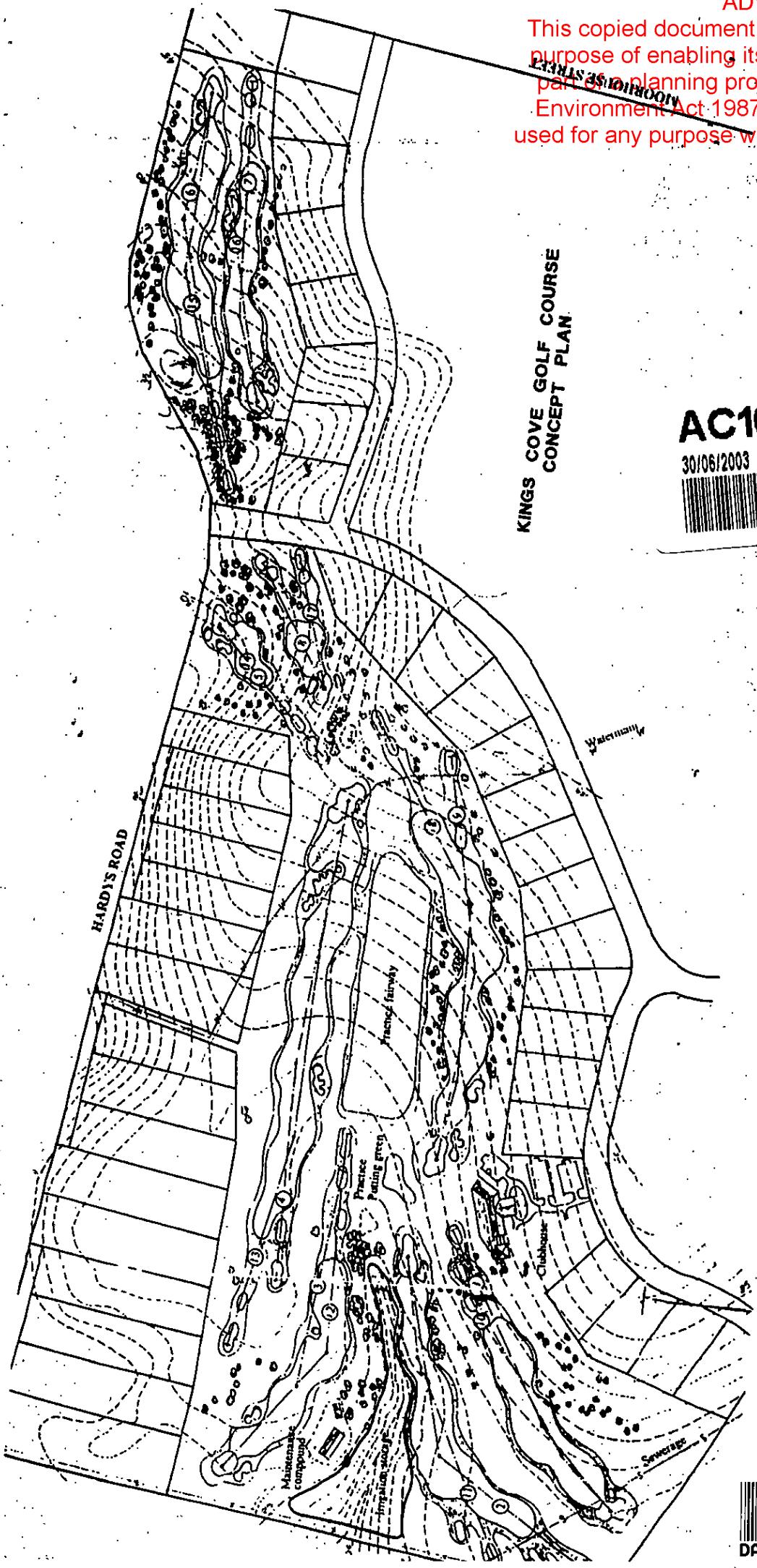
This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright.

Printed as a plan
KINGS COVE GOLF COURSE CONCEPT PLAN

AC166290V

30/06/2003 \$59

173



Printed 9/02/2026



DAC166290V-37-9

Page 46 of 147



DAC166290V-38-2

ADVERTISED

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

SCHEDULE B

BUILDERS' SITE REFUSE GUIDELINES

1. All Owners have an obligation to keep the whole of "King's Cove" tidy.
2. It is an Owner's responsibility during the construction phase of a Residence on a Lot to inform the builder of the contents of these Builder's Site Refuse Guidelines.
3. All building materials and fittings must be stored within the property boundaries of a Lot at all material times and no building materials are permitted to be stored on the nature strip of a Lot.
4. Builders must provide a lockable 2 metre square bin on a Lot for the storage of all site refuse generated by that Lot and keep all such site refuse within such bin.
5. The King's Cove Architectural Review Committee will impose a non-littering requirement as a standard clause of any approval granted by the Architectural Review Committee in respect of building works. The builder will be required to be diligent in the control of all site litter and to protect adjoining lots and verges from use by on site construction workers and subcontractors of the Lot.
6. The owner must ensure that a sign is erected on the Lot during the construction phase of the Residence specifying the builder's obligations in relation to these Builders' Site Refuse Guidelines.
7. An Owner and their builder must comply with any litter notice issued by or on behalf of the Architectural Review Committee specifying breaches of the Builders' Site Refuse Guidelines and rectify such breaches, failing which an Owner and their builder will be exposed to prosecution by East Gippsland Shire Council under the Litter Control Act.

AC166290V
30/06/2003 \$59
173



ADVERTISED

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

DAC166290V-39-6

EAST GIPPSLAND SHIRE COUNCIL

- and -

STORTH RYES PTY LTD
(A.C.N. 006 383 179)

AGREEMENT UNDER SECTION 173
OF THE PLANNING AND ENVIRONMENT
ACT 1987

AC166290V
30/06/2003 \$59 173


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

REF: ACT:jl Storthryessection 173(Stage 4)

TEL: (03) 51522 661

D.X.: 82201, Bairnsdale



Department of Environment, Land, Water & Planning

ADVERTISED

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

Electronic Instrument Statement

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

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

Produced 29/10/2025 03:05:38 PM

Status	Registered	Dealing Number	AX361838B
Date and Time Lodged	17/10/2023 04:06:49 PM		

Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	JSH:9187771

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
--------------	----------

Privacy Collection Statement

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

Estate and/or Interest

FEE SIMPLE

Land Title Reference

10743/416

Instrument and/or legislation

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

Applicant(s)

Name	EAST GIPPSLAND SHIRE COUNCIL
Address	
Street Number	273
Street Name	MAIN
Street Type	STREET
Locality	BAIRNSDALE
State	VIC
Postcode	3875

Additional Details



Department of Environment, Land, Water & Planning

ADVERTISED

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

Electronic Instrument Statement

Refer Image Instrument

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

Execution

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

Executed on behalf of	EAST GIPPSLAND SHIRE COUNCIL
Signer Name	GUY O'CONNOR
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	17 OCTOBER 2023

File Notes:

NIL

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

Statement End.

Imaged Document Cover Sheet

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.

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Instrument
Document Identification	AX361838B
Number of Pages (excluding this cover sheet)	11
Document Assembled	29/10/2025 15:05

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

ADVERTISED

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

Maddocks
Lawyers
Collins Square, Tower Two
Level 25, 777 Collins Street
Melbourne VIC 3008
Australia

Telephone 61 3 9258 3555
Facsimile 61 3 9258 3666

info@maddocks.com.au
www.maddocks.com.au

DX 259 Melbourne

Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: 94 Kings Cove Boulevard, Metung 3904

East Gippsland Shire Council
and

Kings Cove Club Limited
ACN 116 276 236

Interstate offices
Canberra Sydney

ADVERTISED

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

Maddocks

Contents

1.	Definitions.....	1
2.	Interpretation	2
3.	Purposes of Agreement.....	3
4.	Agreement required	3
5.	Owner's specific obligations	3
6.	Owner's further obligations	4
6.1	Notice and registration.....	4
6.2	Further actions	4
6.3	Council's costs to be paid	4
6.4	Interest for overdue money	4
6.5	Notification of compliance with Owner's obligations	4
7.	Agreement under s 173 of the Act.....	4
8.	Owner's warranties	4
9.	Successors in title	5
10.	General matters	5
10.1	Notices.....	5
10.2	Counterparts	5
10.3	No waiver.....	5
10.4	Severability	5
10.5	No fettering of Council's powers	5
10.6	Inspection of documents.....	5
10.7	Governing law	6
10.8	Electronic Execution	6
11.	Commencement of Agreement.....	6
12.	Ending of Agreement.....	6

ADVERTISED

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

Maddocks

Agreement under section 173 of the Planning and Environment Act 1987

Dated

Parties

Name	East Gippsland Shire Council
Address	273 Main Street, Bairnsdale, 3875
Short name	Council

Name	Kings Cove Club Limited ACN 116 276 236
Address	118 Macleod Street, Bairnsdale 3875
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme and the registered proprietor of the Reserve.
- B. The Owner is the registered proprietor of the Subject Land and benefits from the drainage infrastructure located in the Reserve.
- C. Council and the Owner have agreed that, without limiting or restricting their respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made pursuant to section 173 of the Act.

The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

Adjacent Land means the land situated at 120 King Cove Boulevard, Metung 3904 being the land in certificates of title volume 11812 folios 449 and 450.

Act means the *Planning and Environment Act 1987*.

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

Authority means any:

ADVERTISED

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

- (a) government, government department, government agency or government authority;
- (b) governmental, semi-governmental, municipal, judicial, quasi-judicial, administrative or fiscal entity or person carrying out any statutory authority or function; or
- (c) other entity or person (whether autonomous or not) having powers or jurisdiction under any statute, regulation, ordinance, by-law, order or proclamation, or the common law.

Current Address means:

- (d) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- (e) 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.

Law includes any law, statute, regulation, ordinance, by-law, order or proclamation, and the common law and any authorisation, ruling, judgment, order, decree or other requirement of any Authority.

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.

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

Reserve means that part of the Adjacent Land marked Reserve No. 2 on the plan attached as Attachment 1 being part of the land in certificate of title volume 11812 folio 449.

Subject Land means the land situated at 94 Kings Cove Boulevard, Metung 3904 being the land in certificate of title 10743 folio 416 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;

ADVERTISED

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

- 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.

3. Purposes of Agreement

- 3.1 The Parties acknowledge and agree that the purpose of this Agreement is to impose an obligation on the Owner to maintain the Reserve.
- 3.2 The purposes of the Agreement as specified in clause 3.1 apply despite what is permitted in respect of development and use of the Subject Land under the Planning Scheme or any change in policy under the Planning Scheme and continue to apply despite the issue of any planning permit in respect of the Subject Land contrary to the covenants of the Owner as specified in this Agreement.

4. Agreement required

The Parties agree that this Agreement will continue to be required until the Owner has complied with all of the Owner's obligations.

5. Owner's specific obligations

- 5.1 The Owner must maintain the Reserve in a tidy and good condition.
- 5.2 Without limiting clause 5.1, the Owner must keep the Reserve:
 - 5.2.1 free from rubbish;
 - 5.2.2 free from high grass and noxious weeds as required by any Law or Authority; and
 - 5.2.3 free from any fire hazards and take adequate precautions against the risk of fire arising on or spreading from the Reserve as required by any Law or Authority.

ADVERTISED

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

6. Owner's further obligations

6.1 Notice and registration

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

6.2 Further actions

The Owner:

- 6.2.1 must do all things necessary to give effect to this Agreement;
- 6.2.2 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 s 181 of the Act; and
- 6.2.3 agree 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.

6.3 Council's costs to be paid

The Owner covenants to pay immediately on demand to the Council the Council's costs and expenses (including legal expenses) relating to the enforcement of this Agreement which (until paid) are and remain a charge on the Subject Land.

6.4 Interest for overdue money

- 6.4.1 The Owner must pay to Council interest in accordance with s 120 of the *Local Government Act 2020* on any amount due under this Agreement that is not paid by the due date.
- 6.4.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

6.5 Notification of compliance with Owner's obligations

The Owner must notify Council of its compliance with all of the Owner's obligations.

7. Agreement under s 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 s 173 of the Act.

8. 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.

ADVERTISED

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

Maddocks

9. 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:

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

10. General matters

10.1 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:

- 10.1.1 personally on the other Party;
- 10.1.2 by leaving it at the other Party's Current Address;
- 10.1.3 by posting it by priority prepaid post addressed to the other Party at the other Party's Current Address; or
- 10.1.4 by email to the other Party's Current Email.

10.2 Counterparts

This Agreement may be executed in counterparts, all of which taken together constitute one document.

10.3 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.

10.4 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.

10.5 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.

10.6 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.

ADVERTISED

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

Maddocks

10.7 Governing law

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

10.8 Electronic Execution

- 10.8.1 Each Party consents to the signing of this Agreement by electronic means. The Parties agree to be legally bound by this Agreement signed in this way.
- 10.8.2 Each Party reserves the right to sign this Agreement by electronic means, including by use of software or an online service for this purpose.

11. Commencement of Agreement

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

12. Ending of Agreement

- 12.1 This Agreement ends when the Owner has complied with all of the Owner's obligations.
- 12.2 After this Agreement has ended, Council will, at the Owner's written request, apply to the Registrar of Titles under s 183(1) of the Act to cancel the record of this Agreement.

ADVERTISED

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

Signing Page

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

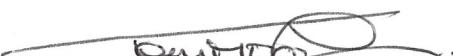
Signed sealed and delivered by the Chief Executive Officer on behalf of the **East Gippsland Shire Council** pursuant to the power delegated to that person by an Instrument of Delegation in the presence of:


.....
Witness Chief Executive Officer


.....
Print name Witness JUSTINE HARDY.

Dated this 10th day of October 2023

Executed as a deed by **Kings Cove Club Limited**)
ACN 116 276 236 in accordance with s 127(1) and s)
127(3) of the Corporations Act 2001:


.....
Signature of Director


.....
Print full name


.....
Signature of Director/Company Secretary


.....
Print full name

ADVERTISED

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

Attachment 1 Plan

AX361838B

ADVERTISED

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



Printed 9/02/2026
Page 62 of 147



Department of Environment, Land, Water & Planning

ADVERTISED

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

Electronic Instrument Statement

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

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

Produced 29/10/2025 03:05:38 PM

Status	Registered	Dealing Number	AX697888K
Date and Time Lodged	01/02/2024 06:32:35 PM		

Lodger Details

Lodger Code	16667Y
Name	GADENS LAWYERS
Address	
Lodger Box	
Phone	
Email	
Reference	21404441 (COL) (JQS)

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
--------------	----------

Privacy Collection Statement

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

Estate and/or Interest

FEE SIMPLE

Land Title Reference

12518/868

Instrument and/or legislation

RECORD - RESTRICTIVE COVENANT

Transfer of Land Act - section 88

Applicant(s)

Tenancy (inc. share)	None
Name	KINGS COVE CLUB LIMITED
ACN	116276236
Address	
Street Number	94
Street Name	KINGS COVE
Street Type	BOULEVARD
Locality	METUNG
State	VIC



Department of Environment, Land, Water & Planning

ADVERTISED

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

Electronic Instrument Statement

Postcode 3904

Additional Details

Benefited Land : 11542/938, 11245/291, 11029/863, 11029/864, 11124/485, 10838/720, 12356/210, 10838/715, 10678/237, 10769/504, 10769/508, 10941/489, 11274/583, 10838/722, 10769/502, 11245/315, 10769/503, 10932/043, 10738/429, 12356/216, 11245/309, 11857/300, 11274/564, 10738/438, 10769/497, 10738/440, 10678/233, 11857/297, 10738/431, 11274/581, 11857/303, 10941/490, 11812/481, 10769/495, 11857/301, 11245/302, 10769/506, 12356/217, 11366/150, 11274/567, 09527/234, 10743/414, 11274/569, 11366/151 and 11957/158

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

Execution

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

Executed on behalf of	KINGS COVE CLUB LIMITED
Signer Name	ANTONY BAIN GREENAWAY
Signer Organisation	PARTNERS OF GADENS LAWYERS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	01 FEBRUARY 2024

File Notes:

NIL

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

Statement End.

Imaged Document Cover Sheet

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.

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Instrument
Document Identification	AX697888K
Number of Pages (excluding this cover sheet)	52
Document Assembled	29/10/2025 15:05

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

Our reference Jeremy Collins 21404441
Direct line +61 3 9252 7796
Email jeremy.collins@gadens.com
Partner responsible Andrew Kennedy

18 December 2023

Registrar of Titles
2 Lonsdale Street
MELBOURNE VIC 3000

Dear Registrar

Registration of Restrictive Covenant

We act for Kings Cove Club Limited (ACN 116 276 236) (**KCCL**).

KCCL is the registered proprietor of Certificate of Title Volume 12518 Folio 868, being Lot A on Plan of Subdivision 910682V (**Current Title**), over the land known as 94 Kings Cove Boulevard, Metung, Victoria 3094. The parent title for this property is the land formerly known as Certificate of Title Volume 10743 Folio 416, being Lot A on Plan of Subdivision 509097V (**Former Title**).

We seek registration of the enclosed deed of covenant (**Covenant**) over the Current Title. We are about to lodge this dealing in PEXA Workspace number PEXA230923874.

The background to this matter is:

1. KCCL is a Par 72 Golf Australia rated golf course, situated at 94 Kings Cove Boulevard, Metung, Victoria 3094.
2. Members of KCCL wished to ensure that the KCCL could not change the use of the land in future to preserve the use of the land as a golf course.
3. KCCL and various members negotiated and agreed the Covenant to that effect. The burdened land under the Covenant is expressed to be the Former Title and the benefited land is the land owned by each of the members who executed the Covenant.
4. During the period in which the Restrictive Covenant was being executed by the parties, the KCCL board approved and lodged a plan of subdivision of the Former Title pursuant to dealing number PS910682V.
5. The plan of subdivision registered on 4 December 2023 and the Former Title was cancelled on registration.
6. The folios that were created under the plan are the Current Title and Certificate of Title Volume 12518 Folio 869, being Reserve 1 on Plan of Subdivision 910682V. The Registered Proprietor of

ADVERTISED

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

gadens
Gadens Lawyers
ABN 29 091 335 027

Level 13
Collins Arch
447 Collins Street
Melbourne VIC 3000
Australia

GPO Box 48
Melbourne VIC 3001

DX 304 Melbourne

T +61 3 9252 2555
F +61 3 9252 2500

gadens.com

Printed 9/02/2026
Page 66 of 147

ADVERTISED

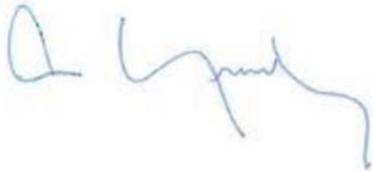
This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright.

Certificate of Title Volume 12518 Folio 869 is Ausnet Electricity Services Pty Ltd ACN 064 651 118.

We now request that the Covenant be registered on the Current Title, notwithstanding references in the Covenant to the Former Title as the burdened land.

If you require any further information or documentation, please contact Jeremy Collins of our office on (03) 9252 7796 or by email at jeremy.collins@gadens.com

Yours faithfully



Andrew Kennedy
Partner

Encs

ADVERTISED

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

Deed of Covenant

94 Kings Cove Boulevard, Metung, Victoria

ADVERTISED

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

Deed of Covenant

Parties

1. **Kings Cove Club Limited ACN 116 276 236 of 94 Kings Cove, Boulevard, Metung, Victoria (Grantor)**
2. The parties set out in Annexure A (Grantees)

Background

- A. The Grantor is the registered proprietor of the Burdened Land.
- B. The Grantees are the registered proprietors of the Benefitted Land.
- C. The Grantor has agreed to grant and register a restrictive covenant over the Burdened Land for the benefit of the Benefitted Land on the terms set out in this Deed.

Operative provisions

1. Definitions and interpretation

1.1 Definitions

In this Deed, unless the context requires otherwise:

Benefitted Land means the all of the land contained in the Certificates of Title listed in the table in Annexure A, being all of the land hatched red on the maps contained in Annexure B.

Burdened Land means all of the land contained in Certificate of Title Volume 10743 Folio 416, being Lot A on Plan of Subdivision 509097V.

Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in Melbourne, Victoria.

1.2 Interpretation

In this Deed, unless the context requires otherwise:

- (a) clause and subclause headings are for reference purposes only;
- (b) the singular includes the plural and vice versa;
- (c) words denoting any gender include all genders;
- (d) a reference to a person includes any other entity recognised by law and vice versa;
- (e) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;

ADVERTISED

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

- (f) any reference to a party to this Deed includes its successors and permitted assigns;
- (g) any reference to any agreement or document includes that agreement or document as amended at any time;
- (h) the use of the word **includes** or **including** is not to be taken as limiting the meaning of the words preceding it;
- (i) the expression **at any time** includes reference to past, present and future time and performing any action from time to time;
- (j) an agreement, representation or warranty by two or more persons binds them jointly and severally and is for the benefit of them jointly and severally;
- (k) a reference to an item is a reference to an item in the schedule to this Deed;
- (l) a reference to an exhibit, annexure, attachment or schedule is a reference to the corresponding exhibit, annexure, attachment or schedule in this Deed;
- (m) a reference to a clause described, prefaced or qualified by the name, heading or caption of a clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment in this Deed means a cross reference to that clause, subclause, paragraph, schedule, item, annexure, exhibit or attachment;
- (n) when a thing is required to be done or money is required to be paid under this Deed on a day which is not a Business Day, the thing must be done and the money paid on the immediately preceding Business Day; and
- (o) a reference to a statute includes all regulations and amendments to that statute and any statute passed in substitution for that statute or incorporating any of its provisions to the extent that they are incorporated.

2. Restrictive Covenant

- (a) The Grantor, with the intention that the benefit of this restrictive covenant will be attached to and run at law and in equity with the Benefitted Land, and that the burden of this restrictive covenant will be annexed to and run at law and in equity with the Burdened Land, covenants for itself, its heirs, administrators, transferees and the registered proprietor or proprietors for the time being of the Burdened Land with the Grantees, their heirs, executors, administrators, transferees and the registered proprietor or proprietors for the time being of the Benefitted Land that the Grantor, its heirs, administrators, transferees and the registered proprietor or proprietors for the time being of the Burdened Land shall not at any time:
 - (i) discontinue the use of the Burdened Land as a Par 72 Golf Australia (or its successor) rated golf course, with a minimum of 9 holes, 18 tees and minimum length of 6,000 metres; and
 - (ii) subdivide the Burdened Land so as to create an additional lot.
- (b) The Grantor acknowledges and agrees that this restrictive covenant will appear in and be registered on the Certificate of Title for the Burdened Land and run at law and in equity with the Burdened Land.

ADVERTISED

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

3. General provisions

3.1 Costs

Each party must pay its own costs in relation to:

- (a) the negotiation, preparation, execution, performance, amendment or registration of, or any consent given or made; and
- (b) that party performing any action in complying with any liability arising,

under this Deed, or any agreement or document executed or effected under this Deed, unless this Deed provides otherwise.

3.2 Governing law and jurisdiction

- (a) This Deed is governed by and construed under Victorian law and the parties will submit to the jurisdiction of the courts of Victoria and any court to which appeals from those courts of Victoria may lie.
- (b) Any legal action in relation to this Deed against any party or its property may be brought in any court of competent jurisdiction in Victoria.
- (c) By execution of this Deed, each party irrevocably, generally and unconditionally submits to the non-exclusive jurisdiction of any court specified in this clause in relation to both itself and its property.

3.3 Severability

Any clause of this Deed which is invalid in any jurisdiction, is invalid in that jurisdiction to that extent, without invalidating or affecting the remaining clauses of this Deed or the validity of that clause in any other jurisdiction.

3.4 Counterparts

This Deed may be executed in any number of counterparts, all of which taken together are deemed to constitute the same document.

3.5 Enforceability

This Deed is intended to be enforceable by each Grantee who signs this Deed, whether or not this Deed has been executed by all of the Grantees.

Annexure A Grantees and Benefitted Land

Address of Benefitted Land	Title Particulars of Benefitted Land	Registered Proprietor (as at the date of this Deed)	Address of Registered Proprietor (as at the date of this Deed)
1. 33 Plateau Avenue, Metung	Lot 7 on SP717028F contained in Certificate of Title Volume 11542/938	Richard Charles Mullett	33 Plateau Avenue, Metung
2. 79 Storth Ryes Avenue, Metung	Lot 3 on SP631915D contained in Certificate of Title Volume 11245/291	Catherine Jean LeBlanc	4 Scenorama Road, Coronet Bay
3. 5 The Sanctuary, Metung	Lot 132 on SP548109V contained in Certificate of Title Volume 11029/863	Ian McClure Wightwick and Lynette Marie Wightwick	5 The Sanctuary, Metung
	Lot 133 on SP548109V contained in Certificate of Title Volume 11029/864		
4. 11 The Habitat, Metung	Lot 144 on SP600889B contained in Certificate of Title Volume 11124/485	Christopher Donald Johns and Mary Johns	11 The Habitat, Metung
5. 17 The Fields, Metung	Lot 92 on SP517828L contained in Certificate of Title Volume 10838/720	Thomas Moore and Margaret Susan Moore	17 The Fields, Metung
6. Lot 18 (7) Kempton Grove, Metung	Lot 18 on SP721701X contained in Certificate of Title Volume 12356/210	Christopher Leonardos and Nikky Leonardos	173 Smiths Beach Road, Smiths Beach
7. 19 The Stockyard, Metung	Lot 87 on SP517828L contained in Certificate of Title Volume 10838/715		
8. 31 Kings Cove Boulevard, Metung	Lot 39 on SP448622Q contained in Certificate of Title Volume 10678/237	William Ross Pavey and Jan Marie Pavey	19 The Stockyard, Metung
9. [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
10. 36 The Terrace, Metung	Lot 28 on SP 509111F contained in Certificate of Title Volume 10769/504	Marion Elizabeth Campbell and Brett Charles Campbell	17 Eastern View Drive, Eastwood
11. 18 The Terrace, Metung	Lot 32 on SP 509111F contained in Certificate of Title Volume 10769/508	Andrew Graham Bell and Patricia Anne Bell	18 The Terrace, Metung
12. 31 Storth Ryes Avenue, Metung	Lot 107 on SP517830A contained in Certificate of Title Volume 10941/489	Robert Laurie Gilbert and Gillian Maree Margaret Gilbert	31 Storth Ryes Avenue, Metung

ADVERTISED

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

ADVERTISED

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

Address of Benefitted Land	Title Particulars of Benefitted Land	Registered Proprietor (as at the date of this Deed)	Address of Registered Proprietor (as at the date of this Deed)
13. 125 Kings Cove Boulevard, Metung	Lot 43 on SP636890Q contained in Certificate of Title Volume 11274/583	Alan James Beale and Amanda Lorraine Beale	139 Stirling Road, Metung
14. 21 The Fields, Metung	Lot 94 on SP517828L contained in Certificate of Title Volume 10838/722	Peter Henry Birch and Lesley Dawn Birch	21 The Fields, Metung
15. 44 The Terrace, Metung	Lot 26 on SP509111F contained in Certificate of Title Volume 10769/502	Minnie Kee	44 The Terrace, Metung
16. 12 Plateau Avenue, Metung	Lot 21 on SP631916B contained in Certificate of Title Volume 11245/315	Roger David Arrell and Jane Elizabeth Arrell	12 Plateau Avenue, Metung
17. 40 The Terrace, Metung	Lot 27 on SP509111F contained in Certificate of Title Volume 10769/503	Ian Thornell Gale and Judith Rae Gale	40 The Terrace, Metung
18. 27 The Fields, Metung	Lot 95A on SP524616M contained in Certificate of Title Volume 10932/043	Peter James Duddridge and Angela Duddridge	27 The Fields, Metung
19. 55 Kings Cove Boulevard, Metung	Lot 44 on SP448625J contained in Certificate of Title Volume 10738/429	Elisabeth Margaret Wearne	55 Kings Cove Boulevard, Metung
20. [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
21. [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
22. [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
23. 19 Kempton Grove, Metung	Lot 24 on SP 721701X contained in Certificate of Title Volume 12356/216	Michael Kelvin Coghlan and Caroline Jane Coghlan	28A Settlement Road, Silverleaves
24. [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
25. [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
26. [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
27. 17 Plateau Avenue, Metung	Lot 15 on SP631916B contained in Certificate of Title Volume 11245/309	James Edward Fyfe and Karen Joan Fyfe	17 Plateau Avenue, Metung

ADVERTISED

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

Address of Benefitted Land	Title Particulars of Benefitted Land	Registered Proprietor (as at the date of this Deed)	Address of Registered Proprietor (as at the date of this Deed)
28. 22 Besley Close, Metung	Lot 10 on SP721701X contained in Certificate of Title Volume 11857/300	Glen Andrew Egerton and Susan Lea Egerton	32 Avebury Drive, Berwick
29. 24 Plateau Avenue, Metung	Lot 24 on SP636890Q contained in Certificate of Title Volume 11274/564	David Ruskin and Mary Janet Ruskin	24 Plateau Avenue, Metung
30. 76 Kings Cove Boulevard, Metung	Lot 72 on SP448625J contained in Certificate of Title Volume 10738/438	John Arthur Scott and Jane Daly	76 Kings Cove Boulevard, Metung
31. 27 The Terrace, Metung	Lot 21 on SP509111F contained in Certificate of Title Volume 10769/497	John Arthur Gardner and Christina Gardner	27 The Terrace, Metung
32. 66 Kings Cove Boulevard, Metung	Lot 74 on SP448625J contained in Certificate of Title Volume 10738/440	Francesco Cristiano and Deanna Schwarz	2 Bailey Place, Mornington
33. 15 Kings Cove Boulevard, Metung	Lot 35 on SP448622Q contained in Certificate of Title Volume 10678/233	Michael Robert Metcalfe and Anne Maree Metcalfe	15 Kings Cove Boulevard, Metung
34. 32 Besley Close, Metung	Lot 7 on SP721701X contained in Certificate of Title Volume 11857/297	David Wells Hitchcock and Christine May Brooks	32 Besley Close, Metung
35. 65 Kings Cove Boulevard, Metung	Lot 46 on SP448625J contained in Certificate of Title Volume 10738/431	Stanley John O'Loughlin	65 Kings Cove Boulevard, Metung
36. [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
37. [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
38. 129 Kings Cove Boulevard, Metung	Lot 41 on SP636890Q contained in Certificate of Title Volume 11274/581	Catriona Marie Clarke and Paul Raymond Clarke	129 Kings Cove Boulevard, Metung
39. 10 Besley Close, Metung	Lot 13 on SP721701X contained in Certificate of Title Volume 11857/303	Edward Charles Iles and Greta Margo Iles	10 Besley Close, Metung
40. 1 The Billabong, Metung	Lot 108 on SP5177830A contained in Certificate of Title Volume 10941/490	Kathleen Marie Roberts and David George Roberts	1 The Billabong, Metung
41. [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
42. 160 Kings Cove Boulevard, Metung	Lot 60 on SP734400Q contained in Certificate of Title Volume 11812/481	Peter Geoffrey Hamilton and Jennifer Maree Hamilton	147 Kings Cove Boulevard, Metung

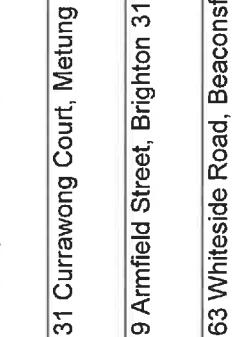
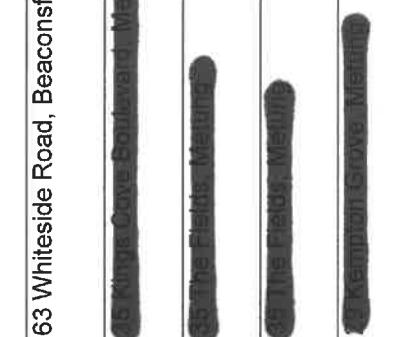
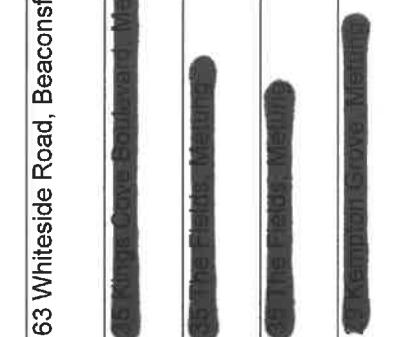
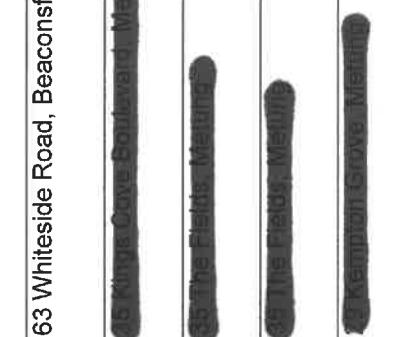
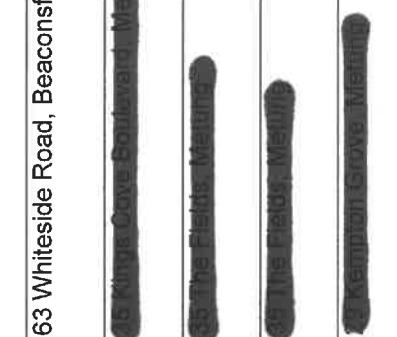
ADVERTISED

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

Address of Benefitted Land	Title Particulars of Benefitted Land	Registered Proprietor (as at the date of this Deed)	Address of Registered Proprietor (as at the date of this Deed)
43. 15 The Terrace, Metung	Lot 19 on SP509111F contained in Certificate of Title Volume 10769/495	Donna Maree Geier and Timothy Robert Michael Geier	15 The Terrace, Metung
44. 18 Besley Close, Metung	Lot 11 on SP721701X contained in Certificate of Title Volume 11857/301	Adel Melhem and Nadine Melhem	7 Georgina Place, Berwick
45. [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
46. 3 Plateau Avenue, Metung	Lot 8 on SP631916B contained in Certificate of Title Volume 11245/302	Jeanette Anne Goode and John Peter Goode	Unit 2, 3-5 Campbell Grove, Mornington
47. [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
48. 26 The Terrace, Metung	Lot 30 on SP509111F contained in Certificate of Title Volume 10769/506	Frances Mary Carroll-Whip and Raymond John McNamara	26 The Terrace, Metung
49. [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
50. 21 Kempton Grove, Metung	Lot 25 on SP721701X contained in Certificate of Title Volume 12356/217	Eva Fakos and Ashley William Reed	20 San Remo Crescent, Sunset Strip
51. [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
52. Unit 3, 76 Beach Road, Metung	Lot 3 on SP640176Q contained in Certificate of Title Volume 11366/150	The McDonald Organisation Pty Ltd	32 Arlington Drive, Glen Waverley
53. [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
54. [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
55. [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
56. [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
57. [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

ADVERTISED

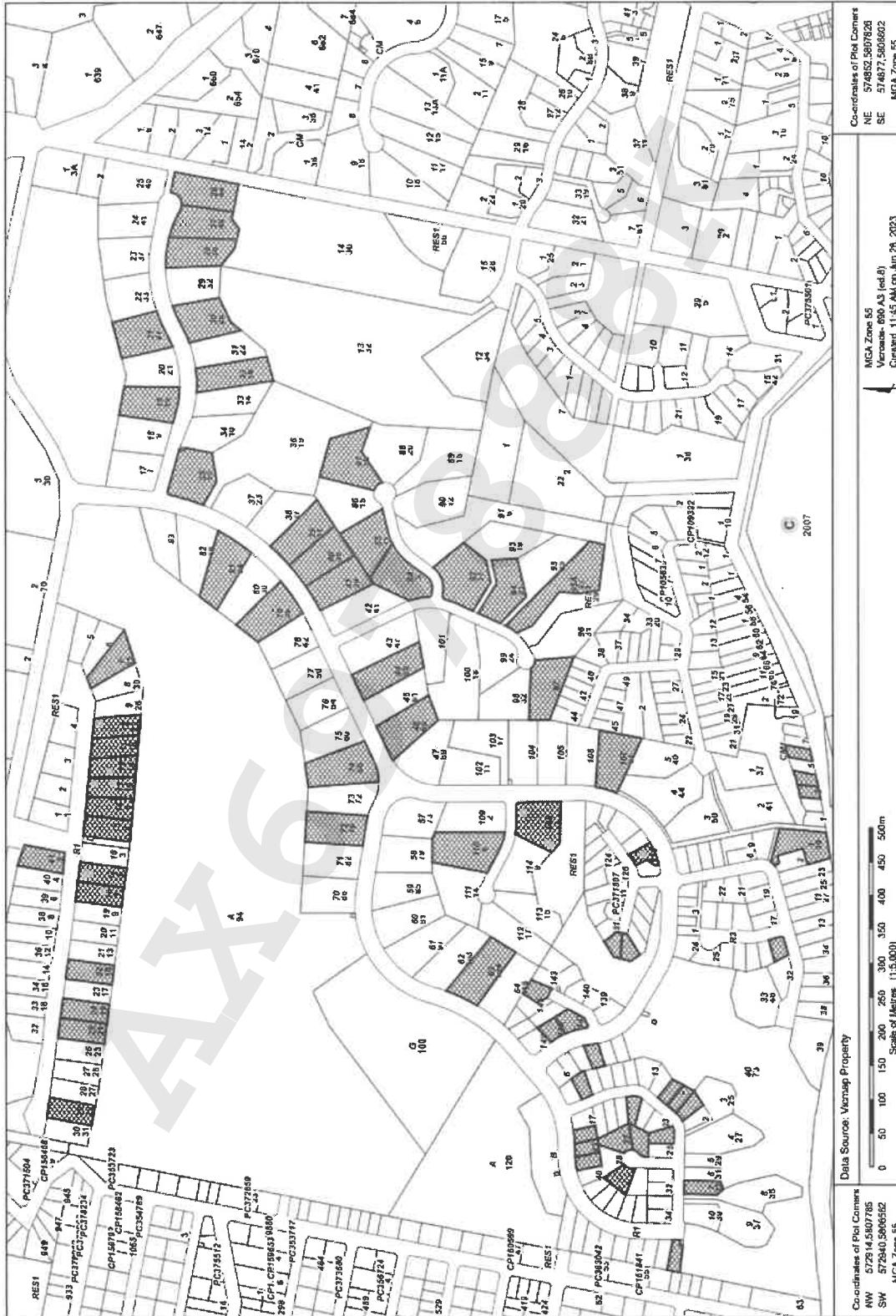
This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright.

Address of Benefitted Land	Title Particulars of Benefitted Land	Registered Proprietor (as at the date of this Deed)	Address of Registered Proprietor (as at the date of this Deed)
58.	Lot 22 on SP721701X contained in Certificate of Title Volume 12358/101	Terry Janine Brown and Peter Anthony Brown	35 Balmoral Drive, Metung
59. 6 Murray Graham Place, Metung	Lot 27 on SP636890Q contained in Certificate of Title Volume 11274/567	Alan John Wilson and Jean Beverley Wilson	6 Murray Graham Place, Metung
60. 31 Currawong Court, Metung	Lot 10 on SP143383 contained in Certificate of Title Volume 09527/234	Roger Hugh Hunter and Irene May McCarthy	31 Currawong Court, Metung
61. 109 Kings Cove Boulevard, Metung	Lot 63 on SP509097V contained in Certificate of Title Volume 10743/414	Marion Anne Thorstenson	9 Armfield Street, Brighton 3186
62. 4 Murray Graham Close, Metung	Lot 29 on SP636890Q contained in Certificate of Title Volume 11274/569	Seven Knots Pty Ltd	- 63 Whiteside Road, Beaconsfield 3807
63. Unit 4 76 Beach Road, Metung	Lot 4 on SP640176Q contained in Certificate of Title Volume 11366/151	Seven Knots Pty Ltd and Southern Star United	63 Whiteside Road, Beaconsfield 3807
64.	Lot 20 on SP640176Q contained in Certificate of Title Volume 11366/151		
65.	Lot 97 on SP517878L contained in Certificate of Title Volume 10838/725	Stephen McGuire and Karen McGuire	
66.	Lot 115 on SP511091X contained in Certificate of Title Volume 11029/84	Stephen McGuire and Karen McGuire	
67.	Lot 29 on SP721701X contained in Certificate of Title Volume 12358/101	Stephen McGuire and Karen McGuire	
68. 19 Bearham Chase Metung	Lot 1 on SP814872B contained in Certificate of Title Volume 11957/158	Ross Charles Heath and Elizabeth Judy Heath	10 Robb Street, East Bainsdale

ADVERTISED

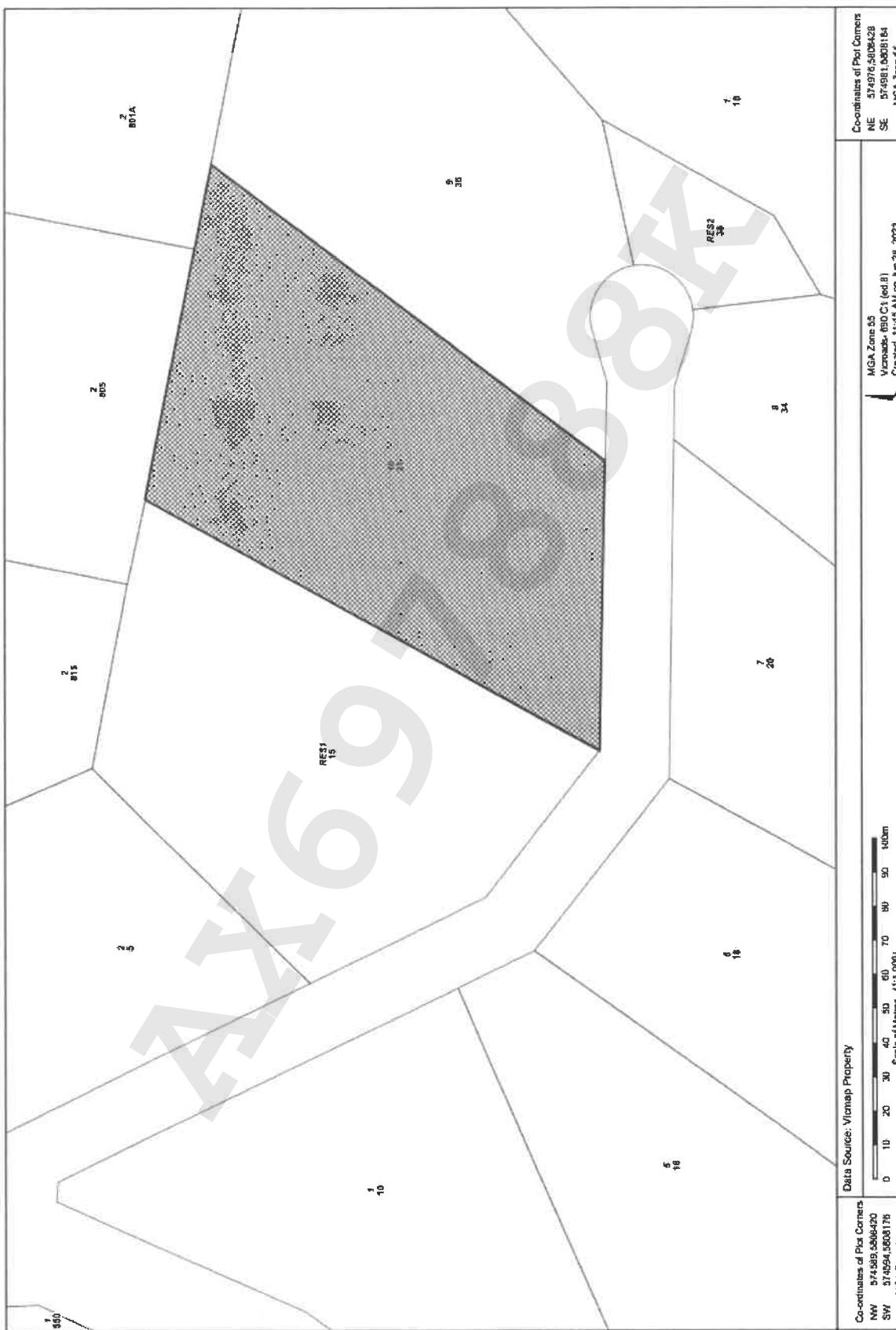
This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright.

Annexure B Maps of Benefitted Land



ADVERTISED

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



DocuSign Envelope ID: CE4F2A3A-F74F-43BA-8CC3-530BFF5CC144

ADVERTISED

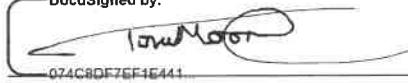
This copied document is made available for the sole purpose of enabling its consideration and review as part of a planning process under the Planning and Environment Act 1987. The document must not be used for any purpose which may breach any copyright.

Signing page

Executed as a deed.

Dated **27 November 2023**

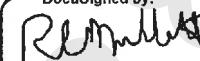
**Executed by Kings Cove Club Limited ACN
116 276 236 under section 127 of the
Corporations Act 2001 by its duly authorised
officers:**

DocuSigned by:

074C80F7EF1E441

Signature of Director

Thomas Moore

Name of Director
(Block Letters)

DocuSigned by:

EF17774463DC4B1...

Signature of Director/Secretary

Richard Charles Mullett

Name of Director/Secretary
(Block Letters)

**Signed sealed and delivered by
Catherine Jean LeBlanc in the presence of:**

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of Catherine Jean LeBlanc

**Signed sealed and delivered by
Christopher Leonards in the presence of:**

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of Christopher Leonards

ADVERTISED

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

Signing page

Executed as a deed.

Dated

**Executed by Kings Cove Club Limited ACN
116 276 236 under section 127 of the
Corporations Act 2001 by its duly authorised
officers:**

Signature of Director

Signature of Director/Secretary

Name of Director
(Block Letters)

Name of Director/Secretary
(Block Letters)

**Signed sealed and delivered by
Catherine Jean LeBlanc in the presence of:**

Signature of Witness

JEREMY COVINS

Name of Witness (Block Letters)

447 COVINS ST, MELB

Address of Witness (Block Letters)

C Jean LeBlanc

Signature of Catherine Jean LeBlanc

**Signed sealed and delivered by
Christopher Leonardos in the presence of:**

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of Christopher Leonardos

Printed 9/02/2026

Page 80 of 147

ADVERTISED

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

Signing page

Executed as a deed.

Dated

Executed by Kings Cove Club Limited ACN 116 276 236 under section 127 of the Corporations Act 2001 by its duly authorised officers:

Signature of Director

Signature of Director/Secretary

Name of Director
(Block Letters)

Name of Director/Secretary
(Block Letters)

Signed sealed and delivered by Catherine Jean LeBlanc in the presence of:

Signature of Witness

Name of Witness (Block Letters)

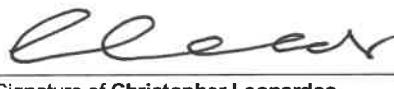
Address of Witness (Block Letters)

Signature of Catherine Jean LeBlanc

Signed sealed and delivered by Christopher Leonardos in the presence of:


Signature of Witness

SAMANTHA KATHERINE LOW
1119 Main Street, Bairnsdale, Victoria 3875
An Australian Legal Practitioner within
the meaning of the Legal Profession
Uniform Law (Victoria)
Address of Witness (Block Letters)


Signature of Christopher Leonardos

ADVERTISED

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

Signed sealed and delivered by
Nikky Leonards in the presence of:



Signature of Witness

SAMANTHA KATHERINE LOW
~~119 Main Street, Bairnsdale, Victoria 3875~~
An Australian Legal Practitioner within
the meaning of the Legal Profession
Uniform Law (Victoria)
Address of Witness (Block Letters)



Signature of Nikky Leonards

Signed sealed and delivered by
[REDACTED] in the presence of:

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of [REDACTED]

Signed sealed and delivered by
[REDACTED] in the presence of:

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of [REDACTED]

Signed sealed and delivered by
Michael Kelvin Coghlan in the presence of:



Signature of Witness

SAMANTHA KATHERINE LOW
~~119 Main Street, Bairnsdale, Victoria 3875~~
Name of Witness (Block Letters)
An Australian Legal Practitioner within
the meaning of the Legal Profession
Uniform Law (Victoria)
Address of Witness (Block Letters)



Signature of Michael Kelvin Coghlan

ADVERTISED

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

Signed sealed and delivered by
Caroline Jane Coghlan in the presence of:


Signature of Witness

SAMANTHA KATHERINE LOW
of 119 Main Street, Bairnsdale, Victoria 3875
Name of Witness (Block Letters)
An Australian Legal Practitioner within
the meaning of the Legal Profession
Uniform Law (Victoria)
Address of Witness (Block Letters)


Signature of Caroline Jane Coghlan

Signed sealed and delivered by
[REDACTED] in the presence of:

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of [REDACTED]

Signed sealed and delivered by
Glen Andrew Egerton in the presence of:

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of Glen Andrew Egerton

Signed sealed and delivered by
Susan Lea Egerton in the presence of:

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of Susan Lea Egerton

Printed 9/02/2026

Page 83 of 147

ADVERTISED

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

Signed sealed and delivered by
Caroline Jane Coghlan in the presence of:

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of Caroline Jane Coghlan

Signed sealed and delivered by
[REDACTED] in the presence of:

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of [REDACTED]

Signed sealed and delivered by
Glen Andrew Egerton in the presence of:

Signature of [REDACTED]
NISAR PARKAR
267 Maroondah Highway, Ringwood
An Australian Legal Practitioner
within the meaning of the Legal
Profession Uniform Law (Victoria)

Address of Witness (Block Letters)

Signature of Glen Andrew Egerton

Signed sealed and delivered by
Susan Lea Egerton in the presence of:

Signature of [REDACTED]
NISAR PARKAR
267 Maroondah Highway, Ringwood
An Australian Legal Practitioner
within the meaning of the Legal
Profession Uniform Law (Victoria)

Address of Witness (Block Letters)

Signature of Susan Lea Egerton

DocuSign Envelope ID: A6F17AC8-4FAF-42AA-8D01-EEB2434A975C

ADVERTISED

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

**Signed sealed and delivered by
Francesco Cristiano in the presence of:**

DocuSigned by:

Sharon Pearl Matthews

486F300382FD4BF...

Signature of Witness

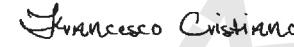
Sharon Pearl Matthews

Name of Witness (Block Letters)

29 Earlston Circuit Cranbourne VIC 3977

Address of Witness (Block Letters)

DocuSigned by:

Francesco Cristiano

1DA7F44B729C41A...

Signature of Francesco Cristiano

**Signed sealed and delivered by
Deanna Schwarz in the presence of:**

DocuSigned by:

Sharon Pearl Matthews

486F300382FD4BF...

Signature of Witness

Sharon Pearl Matthews

Name of Witness (Block Letters)

29 Earlston Circuit Cranbourne VIC 3977

Address of Witness (Block Letters)

DocuSigned by:

D. Schwarz

7EE0865A0D9D4DE...

Signature of Deanna Schwarz

**Signed sealed and delivered by
Adel Melhem in the presence of:**

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of Adel Melhem

**Signed sealed and delivered by
Nadine Melhem in the presence of:**

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of Nadine Melhem

Printed 9/02/2026

Page 85 of 147

DocuSign Envelope ID: 270EC280-F2D2-425C-9E76-B889E00AE19B

ADVERTISED

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

**Signed sealed and delivered by
Francesco Cristiano in the presence of:**

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of **Francesco Cristiano**

**Signed sealed and delivered by
Deanna Schwarz in the presence of:**

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of **Deanna Schwarz**

**Signed sealed and delivered by
Adel Melhem in the presence of:**

DocuSigned by:

623130343961484...

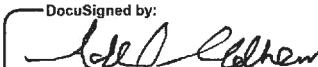
Signature of Witness

Salma Melhem

Name of Witness (Block Letters)

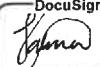
7 GEORGINA PLACE BERWICK Address

Address of Witness (Block Letters)

DocuSigned by:

FCA5AD3ABFC3407...

Signature of **Adel Melhem**

**Signed sealed and delivered by
Nadine Melhem in the presence of:**

DocuSigned by:

623130343961484...

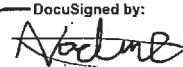
Signature of Witness

Salma Melhem

Name of Witness (Block Letters)

7 GEORGINA PLACE BERWICK

Address of Witness (Block Letters)

DocuSigned by:

1D1F34B3DC7D474...

Signature of **Nadine Melhem**

Printed 9/02/2026

Page 86 of 147

ADVERTISED

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

Signed sealed and delivered by
Jeanette Anne Goode in the presence of:


Signature of Witness

SAMANTHA KATHERINE LOW
Name of Witness (Block Letters)
of 119 Main Street, Bairnsdale, Victoria 3875
An Australian Legal Practitioner within
the meaning of the Legal Profession
Address of Witness (Block Letters)
Uniform Law (Victoria)


Signature of Jeanette Anne Goode

Signed sealed and delivered by
John Peter Goode in the presence of:


Signature of Witness

SAMANTHA KATHERINE LOW
Name of Witness (Block Letters)
of 119 Main Street, Bairnsdale, Victoria 3875
An Australian Legal Practitioner within
the meaning of the Legal Profession
Address of Witness (Block Letters)
Uniform Law (Victoria)


Signature of John Peter Goode

Signed sealed and delivered by
[REDACTED] in the presence of:

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of [REDACTED]

Signed sealed and delivered by
Eva Fakos in the presence of:

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of Eva Fakos

DocuSign Envelope ID: 50B55A68-6426-4814-B179-AE0B47DD5FDB

ADVERTISED

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

Signed sealed and delivered by
Jeanette Anne Goode in the presence of:

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of **Jeanette Anne Goode**

Signed sealed and delivered by
John Peter Goode in the presence of:

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of **John Peter Goode**

Signed sealed and delivered by
Carry Ashley Richards in the presence of:

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of **Carry Ashley Richards**

Signed sealed and delivered by
Eva Fakos in the presence of:

DocuSigned by:



73A44AB3294C46D

Signature of Witness

Jackie Reed

Name of Witness (Block Letters)

20 San Remo Crescent

Address of Witness (Block Letters)

DocuSigned by:



4A67084FAD7A494...

Signature of **Eva Fakos**

Printed 9/02/2026
Page 88 of 147

DocuSign Envelope ID: 50B55A68-6426-4814-B179-AE0B47DD5FDB

ADVERTISED

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

Signed sealed and delivered by
Ashley William Reed in the presence of:

DocuSigned by:



34MAAB3290C40D...

Signature of Witness

Jackie Reed

Name of Witness (Block Letters)

20 San Remo Crescent

Address of Witness (Block Letters)

Executed by The McDonald Organisation Pty Ltd ACN 168 081 847 under section 127 of the Corporations Act 2001 by its duly authorised officers:

Signature of Sole Director / Secretary

Name of Sole Director / Secretary
(Block Letters)

Signed sealed and delivered by
Stefan Michael Fife in the presence of:

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

DocuSigned by:



EF54D487E88640D...

Signature of **Ashley William Reed**

Signed sealed and delivered by
Jacobian Fife in the presence of:

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of **Jacobian Fife**

DocuSign Envelope ID: 16D8EF7C-D830-4F6F-A869-14750CCD5933

ADVERTISED

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

Signed sealed and delivered by
Ashley William Reed in the presence of:

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of **Ashley William Reed**

Executed by The McDonald Organisation Pty Ltd ACN 168 081 847 under section 127 of the Corporations Act 2001 by its duly authorised officers:

DocuSigned by:

 Scott McDonald

Signature of Sole Director / Secretary

Scott McDonald

Name of Sole Director / Secretary
(Block Letters)

Signed sealed and delivered by
Shonan Michael Basting in the presence of:

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of **Shonan Michael Basting**

Signed sealed and delivered by
Shonan Michael Basting in the presence of:

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of **Shonan Michael Basting**

Printed 9/02/2026
Page 90 of 147

ADVERTISED

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

Signed sealed and delivered by
[REDACTED] in the presence of:

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of [REDACTED]

Signed sealed and delivered by
[REDACTED] in the presence of:

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of [REDACTED]

Signed sealed and delivered by
[REDACTED] in the presence of:

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of [REDACTED]

Signed sealed and delivered by
[REDACTED] in the presence of:

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of [REDACTED]

DocuSign Envelope ID: 5439BDB1-FAFB-4A74-9D6F-E31C382F138F

ADVERTISED

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

Signed sealed and delivered by
[REDACTED] in the presence of:

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of [REDACTED]

Signed sealed and delivered by
[REDACTED] in the presence of:

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of [REDACTED]

Signed sealed and delivered by
Marion Anne Thorstenson in the presence of:

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

DocuSigned by:

Marion Thorstenson

1E9C5EE04B9F4A7...

Signature of Marion Anne Thorstenson

Executed by Seven Knots Pty Ltd ACN 620 544 907 under section 127 of the Corporations Act 2001 by its duly authorised officers:

Signature of Director

Signature of Director/Secretary

Name of Director
(Block Letters)

Name of Director/Secretary
(Block Letters)

DocuSign Envelope ID: 0A7CD686-A6A2-479F-AFDE-5F082F2E7E3C

ADVERTISED

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

Signed sealed and delivered by
[REDACTED] in the presence of:

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of [REDACTED]

Signed sealed and delivered by
[REDACTED] in the presence of:

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of [REDACTED]

Signed sealed and delivered by
Marion Anne Thorstenson in the presence of:

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of Marion Anne Thorstenson

Executed by Seven Knots Pty Ltd ACN 620 544 907 under section 127 of the Corporations Act 2001 by its duly authorised officers:

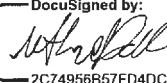
DocuSigned by:

Brett Threlfall

285668080CEFA442
Signature of Director

Brett Threlfall

Name of Director
(Block Letters)

DocuSigned by:

2C74956B57FD4DC...

Signature of Director/Secretary

Melanie Kate Threlfall

Name of Director/Secretary
(Block Letters)

Printed 9/02/2026

Page 93 of 147

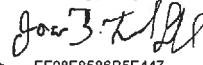
DocuSign Envelope ID: 0A7CD686-A6A2-479F-AFDE-5F082F2E7E3C

ADVERTISED

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

**Executed by Southern Star United Pty Ltd
ACN 620 544 934 under section 127 of the
Corporations Act 2001 by its duly authorised
officers:**

DocuSigned by:



EF08FB586B5E447...

Signature of Director

Joan Bernadette Threlfall

Name of Director
(Block Letters)

DocuSigned by:



426D628537514EB...

Signature of Director/Secretary

Garry John Threlfall

Name of Director/Secretary
(Block Letters)

**Signed sealed and delivered by
Richard Charles Mullett in the presence of:**

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of Richard Charles Mullett

**Signed sealed and delivered by
Ian McClure Wightwick in the presence of:**

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of Ian McClure Wightwick

**Signed sealed and delivered by
Lynette Marie Wightwick in the presence of:**

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of Lynette Marie Wightwick

Printed 9/02/2026

Page 94 of 147

ADVERTISED

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

**Executed by Southern Star United Pty Ltd
ACN 620 544 934 under section 127 of the
Corporations Act 2001 by its duly authorised
officers:**

Signature of Director

Signature of Director/Secretary

Name of Director
(Block Letters)

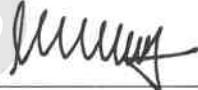
Name of Director/Secretary
(Block Letters)

**Signed sealed and delivered by
Richard Charles Mullett in the presence of:**


Signature of Witness

**SAMANTHA KATHERINE LOW
of 119 Main Street, Bairnsdale, Victoria 3875
Name of Witness (Block Letters)
An Australian Legal Practitioner within
the meaning of the Legal Profession
Uniform Law (Victoria)**

Address of Witness (Block Letters)


Signature of Richard Charles Mullett

**Signed sealed and delivered by
Ian McClure Wightwick in the presence of:**


Signature of Witness

**SAMANTHA KATHERINE LOW
Name of Witness (Block Letters)
of 119 Main Street, Bairnsdale, Victoria 3875
An Australian Legal Practitioner within
the meaning of the Legal Profession
Uniform Law (Victoria)**


Signature of Ian McClure Wightwick

**Signed sealed and delivered by
Lynette Marie Wightwick in the presence of:**


Signature of Witness

**SAMANTHA KATHERINE LOW
Name of Witness (Block Letters)
of 119 Main Street, Bairnsdale, Victoria 3875
An Australian Legal Practitioner within
the meaning of the Legal Profession
Uniform Law (Victoria)**


Signature of Lynette Marie Wightwick

ADVERTISED

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

Signed sealed and delivered by
Christopher Donald Johns in the presence of:


Signature of Witness

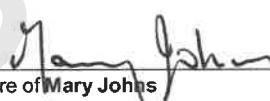
SAMANTHA KATHERINE LOW
Name of Witness (Block Letters)
of 119 Main Street, Bairnsdale, Victoria 3875
An Australian Legal Practitioner within
the meaning of the Legal Profession
Address of Witness (Block Letters)
Uniform Law (Victoria)


Signature of Christopher Donald Johns

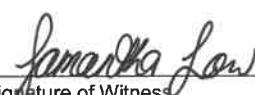
Signed sealed and delivered by
Mary Johns in the presence of:


Signature of Witness

SAMANTHA KATHERINE LOW
Name of Witness (Block Letters)
of 119 Main Street, Bairnsdale, Victoria 3875
An Australian Legal Practitioner within
the meaning of the Legal Profession
Address of Witness (Block Letters)
Uniform Law (Victoria)

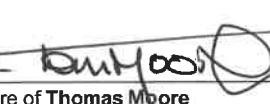

Signature of Mary Johns

Signed sealed and delivered by
Thomas Moore in the presence of:


Signature of Witness

Name of Witness (Block Letters)

SAMANTHA KATHERINE LOW
of 119 Main Street, Bairnsdale, Victoria 3875
An Australian Legal Practitioner within
the meaning of the Legal Profession
Uniform Law (Victoria)


Signature of Thomas Moore

Signed sealed and delivered by
Margaret Susan Moore in the presence of:


Signature of Witness

SAMANTHA KATHERINE LOW
Name of Witness (Block Letters)
of 119 Main Street, Bairnsdale, Victoria 3875
An Australian Legal Practitioner within
the meaning of the Legal Profession
Address of Witness (Block Letters)
Uniform Law (Victoria)


Signature of Margaret Susan Moore

ADVERTISED

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

Signed sealed and delivered by
William Ross Pavey in the presence of:


Signature of Witness

SAMANTHA KATHERINE LOW
Name of Witness (Block Letters)
of 119 Main Street, Bairnsdale, Victoria 3875
An Australian Legal Practitioner within
the meaning of the Legal Profession
Address of Witness (Block Letters)
Uniform Law (Victoria)


Signature of William Ross Pavey

Signed sealed and delivered by
Jan Marie Pavey in the presence of:


Signature of Witness

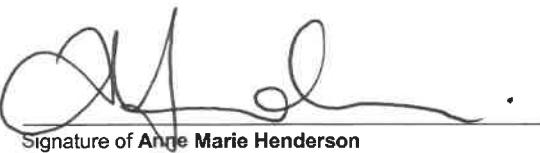
SAMANTHA KATHERINE LOW
Name of Witness (Block Letters)
of 119 Main Street, Bairnsdale, Victoria 3875
An Australian Legal Practitioner within
the meaning of the Legal Profession
Address of Witness (Block Letters)
Uniform Law (Victoria)


Signature of Jan Marie Pavey

Signed sealed and delivered by
Anne Marie Henderson in the presence of:


Signature of Witness

SAMANTHA KATHERINE LOW
Name of Witness (Block Letters)
of 119 Main Street, Bairnsdale, Victoria 3875
An Australian Legal Practitioner within
the meaning of the Legal Profession
Address of Witness (Block Letters)
Uniform Law (Victoria)


Signature of Anne Marie Henderson

Signed sealed and delivered by
[REDACTED] in the presence of:
presence of:

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of [REDACTED]

ADVERTISED

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

Signed sealed and delivered by
Marion Elizabeth Campbell in the presence of:


Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signed sealed and delivered by
Brett Charles Campbell in the presence of:


Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signed sealed and delivered by
Andrew Graham Bell in the presence of:


Signature of Witness

SAMANTHA KATHERINE LOW
Name of Witness (Block Letters)
of 119 Main Street, Bairnsdale, Victoria 3875
An Australian Legal Practitioner within
the meaning of the Legal Profession
Address of Witness (Block Letters)
Uniform Law (Victoria)

Signed sealed and delivered by
Patricia Anne Bell in the presence of:


Signature of Witness

SAMANTHA KATHERINE LOW
Name of Witness (Block Letters)
of 119 Main Street, Bairnsdale, Victoria 3875
An Australian Legal Practitioner within
the meaning of the Legal Profession
Address of Witness (Block Letters)
Uniform Law (Victoria)

SAMANTHA KATHERINE LOW
of 119 Main Street, Bairnsdale, Victoria 3875
An Australian Legal Practitioner within
the meaning of the Legal Profession
Uniform Law (Victoria)


Signature of Marion Elizabeth Campbell

SAMANTHA KATHERINE LOW
of 119 Main Street, Bairnsdale, Victoria 3875
An Australian Legal Practitioner within
the meaning of the Legal Profession
Uniform Law (Victoria)


Signature of Brett Charles Campbell


Signature of Andrew Graham Bell


Signature of Patricia Anne Bell

ADVERTISED

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

Signed sealed and delivered by
Robert Laurie Gilbert in the presence of:



Signature of Witness

SAMANTHA KATHERINE LOW
Name of Witness (Block Letters)
of 119 Main Street, Bairnsdale, Victoria 3875
An Australian Legal Practitioner within
the meaning of the Legal Profession
Address of Witness (Block Letters)
Uniform Law (Victoria)



Signature of Robert Laurie Gilbert

Signed sealed and delivered by
Gillian Maree Margaret Gilbert in the
presence of:



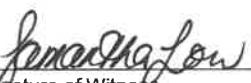
Signature of Witness

SAMANTHA KATHERINE LOW
Name of Witness (Block Letters)
of 119 Main Street, Bairnsdale, Victoria 3875
An Australian Legal Practitioner within
the meaning of the Legal Profession
Address of Witness (Block Letters)
Uniform Law (Victoria)



Signature of Gillian Maree Margaret Gilbert

Signed sealed and delivered by
Alan James Beale in the presence of:



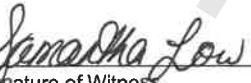
Signature of Witness

SAMANTHA KATHERINE LOW
Name of Witness (Block Letters)
of 119 Main Street, Bairnsdale, Victoria 3875
An Australian Legal Practitioner within
the meaning of the Legal Profession
Address of Witness (Block Letters)
Uniform Law (Victoria)



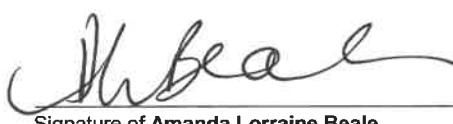
Signature of Alan James Beale

Signed sealed and delivered by
Amanda Lorraine Beale in the presence of:



Signature of Witness

SAMANTHA KATHERINE LOW
Name of Witness (Block Letters)
of 119 Main Street, Bairnsdale, Victoria 3875
An Australian Legal Practitioner within
the meaning of the Legal Profession
Address of Witness (Block Letters)
Uniform Law (Victoria)



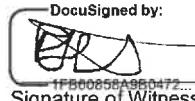
Signature of Amanda Lorraine Beale

ADVERTISED

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

**Signed sealed and delivered by
Peter Henry Birch in the presence of:**

DocuSigned by:



PF

Signature of Witness

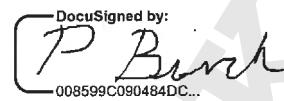
Paul Flint

Name of Witness (Block Letters)

31 The Fields Metung 3904

Address of Witness (Block Letters)

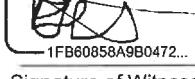
DocuSigned by:



Signature of Peter Henry Birch

**Signed sealed and delivered by
Lesley Dawn Birch in the presence of:**

DocuSigned by:



PF

Signature of Witness

Paul Flint

Name of Witness (Block Letters)

31 The Fields METUNG 3904

Address of Witness (Block Letters)

DocuSigned by:



Signature of Lesley Dawn Birch

**Signed sealed and delivered by
Minnie Kee in the presence of:**

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of Minnie Kee

**Signed sealed and delivered by
Roger David Arrell in the presence of:**

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of Roger David Arrell

Printed 9/02/2026

Page 100 of 147

ADVERTISED

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

**Signed sealed and delivered by
Peter Henry Birch in the presence of:**

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of Peter Henry Birch

**Signed sealed and delivered by
Lesley Dawn Birch in the presence of:**

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of Lesley Dawn Birch

**Signed sealed and delivered by
Minnie Kee in the presence of:**


Signature of Witness

SAMANTHA KATHERINE LOW
119 Main Street, Bairnsdale, Victoria 3875
An Australian Legal Practitioner within
the meaning of the Legal Profession
Uniform Law (Victoria)

Address of Witness (Block Letters)

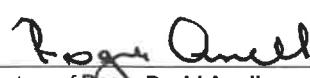


Signature of Minnie Kee

**Signed sealed and delivered by
Roger David Arrell in the presence of:**


Signature of Witness

SAMANTHA KATHERINE LOW
119 Main Street, Bairnsdale, Victoria 3875
An Australian Legal Practitioner within
the meaning of the Legal Profession
Uniform Law (Victoria)



Signature of Roger David Arrell

ADVERTISED

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

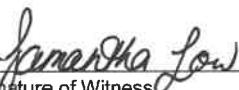
Signed sealed and delivered by
Jane Elizabeth Arrell in the presence of:


Signature of Witness

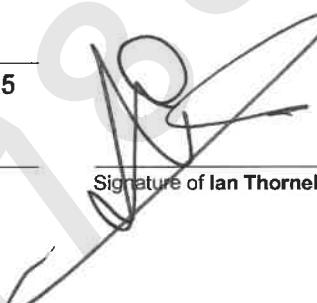
SAMANTHA KATHERINE LOW
Name of Witness (Block Letters)
of 119 Main Street, Bairnsdale, Victoria 3875
An Australian Legal Practitioner within
the meaning of the Legal Profession
Address of Witness (Block Letters)
Uniform Law (Victoria)


Signature of Jane Elizabeth Arrell

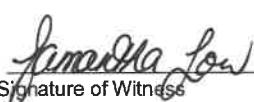
Signed sealed and delivered by
Ian Thornell Gale in the presence of:


Signature of Witness

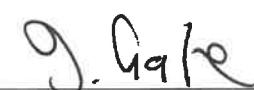
SAMANTHA KATHERINE LOW
Name of Witness (Block Letters)
of 119 Main Street, Bairnsdale, Victoria 3875
An Australian Legal Practitioner within
the meaning of the Legal Profession
Address of Witness (Block Letters)
Uniform Law (Victoria)


Signature of Ian Thornell Gale

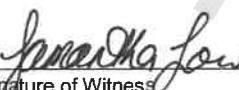
Signed sealed and delivered by
Judith Rae Gale in the presence of:


Signature of Witness

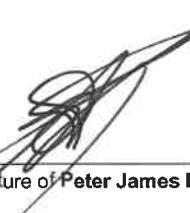
SAMANTHA KATHERINE LOW
Name of Witness (Block Letters)
of 119 Main Street, Bairnsdale, Victoria 3875
An Australian Legal Practitioner within
the meaning of the Legal Profession
Address of Witness (Block Letters)
Uniform Law (Victoria)


Signature of Judith Rae Gale

Signed sealed and delivered by
Peter James Duddridge in the presence of:


Signature of Witness

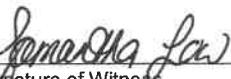
SAMANTHA KATHERINE LOW
Name of Witness (Block Letters)
of 119 Main Street, Bairnsdale, Victoria 3875
An Australian Legal Practitioner within
the meaning of the Legal Profession
Address of Witness (Block Letters)
Uniform Law (Victoria)


Signature of Peter James Duddridge

ADVERTISED

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

Signed sealed and delivered by
Angela Duddridge in the presence of:


Signature of Witness

SAMANTHA KATHERINE LOW
Name of Witness (Block letters)
of 119 Main Street, Bairnsdale, Victoria 3875
An Australian Legal Practitioner within
the meaning of the Legal Profession
Address of Witness (Uniform Law) (Victoria)


Signature of Angela Duddridge

Signed sealed and delivered by
Elisabeth Margaret Wearne in the presence
of:


Signature of Witness

SAMANTHA KATHERINE LOW
Name of Witness (Block letters)
of 119 Main Street, Bairnsdale, Victoria 3875
An Australian Legal Practitioner within
the meaning of the Legal Profession
Address of Witness (Uniform Law) (Victoria)


Signature of Elisabeth Margaret Wearne

Signed sealed and delivered by
[REDACTED] in the presence of:

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of [REDACTED]

Signed sealed and delivered by
[REDACTED] in the presence of:

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of [REDACTED]

ADVERTISED

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

Signed sealed and delivered by
[REDACTED] in the
presence of:

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of [REDACTED]

Signed sealed and delivered by
[REDACTED] in the presence
of:

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of [REDACTED]

Signed sealed and delivered by
[REDACTED] in the presence of:

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of [REDACTED]

Signed sealed and delivered by
[REDACTED] in the presence of:

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of [REDACTED]

ADVERTISED

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

Signed sealed and delivered by
[REDACTED] in the presence of:

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

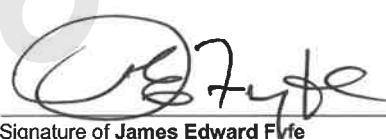
Signature of [REDACTED]

Signed sealed and delivered by
James Edward Fyfe in the presence of:



Signature of Witness

SAMANTHA KATHERINE LOW
of 119 Main Street, Bairnsdale, Victoria 3875
An Australian Legal Practitioner within
the meaning of the Legal Profession
Uniform Law (Victoria)
Address of Witness (Block Letters)



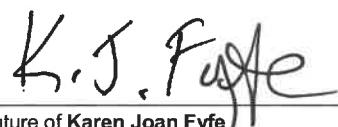
Signature of James Edward Fyfe

Signed sealed and delivered by
Karen Joan Fyfe in the presence of:



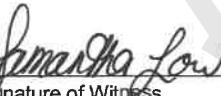
Signature of Witness

SAMANTHA KATHERINE LOW
of 119 Main Street, Bairnsdale, Victoria 3875
An Australian Legal Practitioner within
the meaning of the Legal Profession
Uniform Law (Victoria)
Address of Witness (Block Letters)



Signature of Karen Joan Fyfe

Signed sealed and delivered by
David Ruskin in the presence of:



Signature of Witness

SAMANTHA KATHERINE LOW
of 119 Main Street, Bairnsdale, Victoria 3875
An Australian Legal Practitioner within
the meaning of the Legal Profession
Uniform Law (Victoria)
Address of Witness (Block Letters)



Signature of David Ruskin

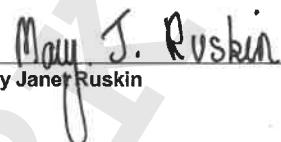
ADVERTISED

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

Signed sealed and delivered by
Mary Janet Ruskin in the presence of:


Signature of Witness

SAMANTHA KATHERINE LOW
of 119 Main Street, Bairnsdale, Victoria 3875
Name of Witness (Block Letters)
An Australian Legal Practitioner within
the meaning of the Legal Profession
Uniform Law (Victoria)
Address of Witness (Block Letters)


Signature of Mary Janet Ruskin

Signed sealed and delivered by
John Arthur Scott in the presence of:

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)


Signature of John Arthur Scott

Signed sealed and delivered by
Jane Daly in the presence of:

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)


Signature of Jane Daly

Signed sealed and delivered by
John Arthur Gardner in the presence of:


Signature of Witness

SAMANTHA KATHERINE LOW
Name of Witness (Block Letters)
of 119 Main Street, Bairnsdale, Victoria 3875
An Australian Legal Practitioner within
the meaning of the Legal Profession
Address of Witness (Block Letters)
Uniform Law (Victoria)


Signature of John Arthur Gardner

ADVERTISED

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

Signed sealed and delivered by
Mary Janet Ruskin in the presence of:

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of Mary Janet Ruskin

Signed sealed and delivered by
John Arthur Scott in the presence of:

Signature of Witness

JEREMY COULNS

Name of Witness (Block Letters)

447 COULNS ST, MEWS

Address of Witness (Block Letters)

Signature of John Arthur Scott

Signed sealed and delivered by
Jane Daly in the presence of:

Signature of Witness

JEREMY COULNS

Name of Witness (Block Letters)

447 COULNS ST, MEWS

Address of Witness (Block Letters)

Signature of Jane Daly

Signed sealed and delivered by
John Arthur Gardner in the presence of:

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of John Arthur Gardner

Printed 9/02/2026

Page 107 of 147

ADVERTISED

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

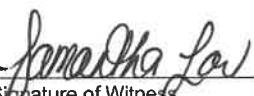
Signed sealed and delivered by
Christina Gardner in the presence of:


Signature of Witness

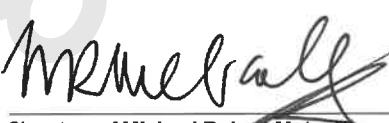
Name of Witness (Block Letters)
SAMANTHA KATHERINE LOW
of 119 Main Street, Bairnsdale, Victoria 3875
An Australian Legal Practitioner within
the meaning of the Legal Profession
Address of Witness (Block Letters)
Uniform Law (Victoria)


Signature of Christina Gardner

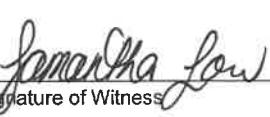
Signed sealed and delivered by
Michael Robert Metcalfe in the presence of:


Signature of Witness

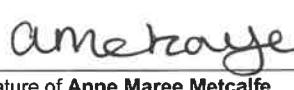
Name of Witness (Block Letters)
SAMANTHA KATHERINE LOW
of 119 Main Street, Bairnsdale, Victoria 3875
An Australian Legal Practitioner within
the meaning of the Legal Profession
Address of Witness (Block Letters)
Uniform Law (Victoria)


Signature of Michael Robert Metcalfe

Signed sealed and delivered by
Anne Maree Metcalfe in the presence of:


Signature of Witness

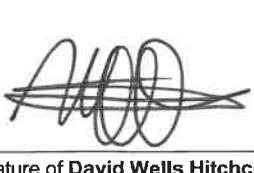
Name of Witness (Block Letters)
SAMANTHA KATHERINE LOW
of 119 Main Street, Bairnsdale, Victoria 3875
An Australian Legal Practitioner within
the meaning of the Legal Profession
Address of Witness (Block Letters)
Uniform Law (Victoria)


Signature of Anne Maree Metcalfe

Signed sealed and delivered by
David Wells Hitchcock in the presence of:


Signature of Witness

Name of Witness (Block Letters)
SAMANTHA KATHERINE LOW
of 119 Main Street, Bairnsdale, Victoria 3875
An Australian Legal Practitioner within
the meaning of the Legal Profession
Address of Witness (Block Letters)
Uniform Law (Victoria)


Signature of David Wells Hitchcock

ADVERTISED

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

Signed sealed and delivered by
Christine May Brooks in the presence of:



Signature of Witness

SAMANTHA KATHERINE LOW
Name of Witness (Block Letters)
of 119 Main Street, Bairnsdale, Victoria 3875
An Australian Legal Practitioner within
the meaning of the Legal Profession
Address of Witness (Block Letters)
Uniform Law (Victoria)



Signature of Christine May Brooks

Signed sealed and delivered by
Stanley John O'Loughlin in the presence of:



Signature of Witness

SAMANTHA KATHERINE LOW
Name of Witness (Block Letters) Victoria 3875
of 119 Main Street, Bairnsdale, Victoria 3875
An Australian Legal Practitioner within
the meaning of the Legal Profession
Address of Witness (Block Letters)
Uniform Law (Victoria)



Signature of Stanley John O'Loughlin

Signed sealed and delivered by
[REDACTED] in the presence of:

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of [REDACTED]

Signed sealed and delivered by
[REDACTED] in the presence of:

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of [REDACTED]

ADVERTISED

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

Signed sealed and delivered by
[REDACTED] in the presence of:

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of [REDACTED]

Signed sealed and delivered by
Catriona Marie Clarke in the presence of:



Signature of Witness

SAMANTHA KATHERINE LOW
of 119 Main Street, Bairnsdale, Victoria 3875

Name of Witness (Block Letters)
An Australian Legal Practitioner within
the meaning of the Legal Profession

Address of Witness (Block Letters)
Uniform Law (Victoria)

Signature of Catriona Marie Clarke

Signed sealed and delivered by
Paul Raymond Clarke in the presence of:



Signature of Witness

SAMANTHA KATHERINE LOW
of 119 Main Street, Bairnsdale, Victoria 3875

Name of Witness (Block Letters)
An Australian Legal Practitioner within
the meaning of the Legal Profession

Address of Witness (Block Letters)
Uniform Law (Victoria)

Signature of Paul Raymond Clarke

Signed sealed and delivered by
Edward Charles Iles in the presence of:



Signature of Witness

SAMANTHA KATHERINE LOW
of 119 Main Street, Bairnsdale, Victoria 3875

Name of Witness (Block Letters)
An Australian Legal Practitioner within
the meaning of the Legal Profession

Address of Witness (Block Letters)
Uniform Law (Victoria)

Signature of Edward Charles Iles

ADVERTISED

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

Signed sealed and delivered by
Gretta Margo Iles in the presence of:


Signature of Witness

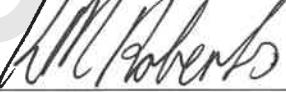
SAMANTHA KATHERINE LOW
of 119 Main Street, Bairnsdale, Victoria 3875
Name of Witness (Block Letters)
An Australian Legal Practitioner within
the meaning of the Legal Profession
Uniform Law (Victoria)
Address of Witness (Block Letters)


Signature of Gretta Margo Iles
Margo

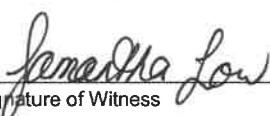
Signed sealed and delivered by
Kathleen Marie Roberts in the presence of:


Signature of Witness

SAMANTHA KATHERINE LOW
of 119 Main Street, Bairnsdale, Victoria 3875
Name of Witness (Block Letters)
An Australian Legal Practitioner within
the meaning of the Legal Profession
Uniform Law (Victoria)
Address of Witness (Block Letters)


Signature of Kathleen Marie Roberts

Signed sealed and delivered by
David George Roberts in the presence of:


Signature of Witness

SAMANTHA KATHERINE LOW
of 119 Main Street, Bairnsdale, Victoria 3875
Name of Witness (Block Letters)
An Australian Legal Practitioner within
the meaning of the Legal Profession
Uniform Law (Victoria)
Address of Witness (Block Letters)


Signature of David George Roberts

Signed sealed and delivered by
[REDACTED] in the presence of:

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of [REDACTED]

ADVERTISED

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

Signed sealed and delivered by
David Russell Deane Bowes in the presence
of:

Signature of Witness

Name of Witness (Block Letters)

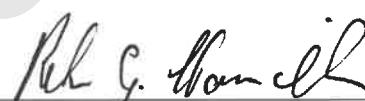
Address of Witness (Block Letters)

Signature of ~~David Russell Deane Bowes~~

Signed sealed and delivered by
Peter Geoffrey Hamilton in the presence of:


Signature of Witness

SAMANTHA KATHERINE LOW
Name of Witness (Block Letters)
of 119 Main Street, Bairnsdale, Victoria 3875
An Australian Legal Practitioner within
the meaning of the Legal Profession
Address of Witness (Block Letters)
Uniform Law (Victoria)


Signature of Peter Geoffrey Hamilton

Signed sealed and delivered by
Jennifer Maree Hamilton in the presence of:


Signature of Witness

SAMANTHA KATHERINE LOW
Name of Witness (Block Letters)
of 119 Main Street, Bairnsdale, Victoria 3875
An Australian Legal Practitioner within
the meaning of the Legal Profession
Address of Witness (Block Letters)
Uniform Law (Victoria)


Signature of Jennifer Maree Hamilton

Signed sealed and delivered by
Donna Maree Geier in the presence of:


Signature of Witness

SAMANTHA KATHERINE LOW
Name of Witness (Block Letters)
of 119 Main Street, Bairnsdale, Victoria 3875
An Australian Legal Practitioner within
the meaning of the Legal Profession
Address of Witness (Block Letters)
Uniform Law (Victoria)


Signature of Donna Maree Geier

ADVERTISED

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

Signed sealed and delivered by
Timothy Robert Michael Geier in the presence of:



Signature of Witness

SAMANTHA KATHERINE LOW
of 119 Main Street, Bairnsdale, Victoria 3875
Name of Witness (Block Letters)
An Australian Legal Practitioner within
the meaning of the Legal Profession
Uniform Law (Victoria)

Address of Witness (Block Letters)



Signature of Timothy Robert Michael Geier

Signed sealed and delivered by
[REDACTED] in the presence of:

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of [REDACTED]

Signed sealed and delivered by
[REDACTED] in the presence of:

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of [REDACTED]

Signed sealed and delivered by
[REDACTED] in the presence of:

Signature of Witness

Name of Witness (Block Letters)

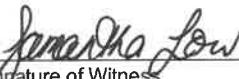
Address of Witness (Block Letters)

Signature of [REDACTED]

ADVERTISED

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

Signed sealed and delivered by
Frances Mary Carroll-Whip in the presence of:



Signature of Witness

SAMANTHA KATHERINE LOW
Name of Witness (Block Letters)
of 119 Main Street, Bairnsdale, Victoria 3875
An Australian Legal Practitioner within
the meaning of the Legal Profession
Address of Witness (Block Letters)
Uniform Law (Victoria)



Signature of **Frances Mary Carroll-Whip**

Signed sealed and delivered by
Raymond John McNamara in the presence of:



Signature of Witness

SAMANTHA KATHERINE LOW
Name of Witness (Block Letters)
of 119 Main Street, Bairnsdale, Victoria 3875
An Australian Legal Practitioner within
the meaning of the Legal Profession
Address of Witness (Block Letters)
Uniform Law (Victoria)



Signature of **Raymond John McNamara**

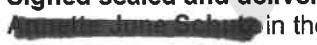
Executed by 
 under section 127 of the
Corporations Act 2001 by its duly authorised
officers:

Signature of Director

Signature of Director/Secretary

Name of Director
(Block Letters)

Name of Director/Secretary
(Block Letters)

Signed sealed and delivered by
 in the presence of:

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of 

ADVERTISED

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

Signed sealed and delivered by
[REDACTED] in the presence of:

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of [REDACTED]

Signed sealed and delivered by
Alan John Wilson in the presence of:


Signature of Witness

SAMANTHA KATHERINE LOW
Name of Witness (Block Letters)
of 119 Main Street, Bairnsdale, Victoria 3875
An Australian Legal Practitioner within
the meaning of the Legal Profession
Address of Witness (Block Letters)
Uniform Law (Victoria)


Signature of Alan John Wilson

Signed sealed and delivered by
Jean Beverley Wilson in the presence of:


Signature of Witness

SAMANTHA KATHERINE LOW
Name of Witness (Block Letters)
of 119 Main Street, Bairnsdale, Victoria 3875
An Australian Legal Practitioner within
the meaning of the Legal Profession
Address of Witness (Block Letters)
Uniform Law (Victoria)


Signature of Jean Beverley Wilson

Signed sealed and delivered by
Roger Hugh Hunter in the presence of:


Signature of Witness

SAMANTHA KATHERINE LOW
Name of Witness (Block Letters)
of 119 Main Street, Bairnsdale, Victoria 3875
An Australian Legal Practitioner within
the meaning of the Legal Profession
Address of Witness (Block Letters)
Uniform Law (Victoria)


Signature of Roger Hugh Hunter

ADVERTISED

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

Signed sealed and delivered by
Irene May McCarthy in the presence of:



Signature of Witness

SAMANTHA KATHERINE LOW

94 Kings Main Street, Bairnsdale, Victoria 3875
An Australian Legal Practitioner within
the meaning of the Legal Profession

Uniform Law (Victoria)
Address of Witness (Block Letters)



Signature of Irene May McCarthy

Signed sealed and delivered by
[REDACTED] in the presence of:

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of [REDACTED]

Signed sealed and delivered by
[REDACTED] in the presence of:

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of [REDACTED]

Signed sealed and delivered by
[REDACTED] in the presence of:

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of [REDACTED]

ADVERTISED

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

Signed sealed and delivered by
[REDACTED] in the presence
of:

Signature of Witness

Name of Witness (Block Letters)

Address of Witness (Block Letters)

Signature of [REDACTED]

Signed sealed and delivered by
Ross Charles Heath in the presence of:

Signature of Witness

SAMANTHA KATHERINE LOW
Name of Witness (Block Letters)
of 119 Main Street, Bairnsdale, Victoria 3875
An Australian Legal Practitioner within
the meaning of the Legal Profession
Address of Witness (Block Letters)
Uniform Law (Victoria)

Signature of Ross Charles Heath

Signed sealed and delivered by
Elizabeth Judy Heath in the presence of:

Signature of Witness

SAMANTHA KATHERINE LOW
Name of Witness (Block Letters)
of 119 Main Street, Bairnsdale, Victoria 3875
An Australian Legal Practitioner within
the meaning of the Legal Profession
Address of Witness (Block Letters)
Uniform Law (Victoria)

Signature of Elizabeth Judy Heath

Planning Report

Buildings and Works (Deck) associated with a
Section 2 Use (Restricted Recreation Facility)
94 Kings Cove Boulevard, Metung

Our reference – 21307

31 October 2025



FS 520900



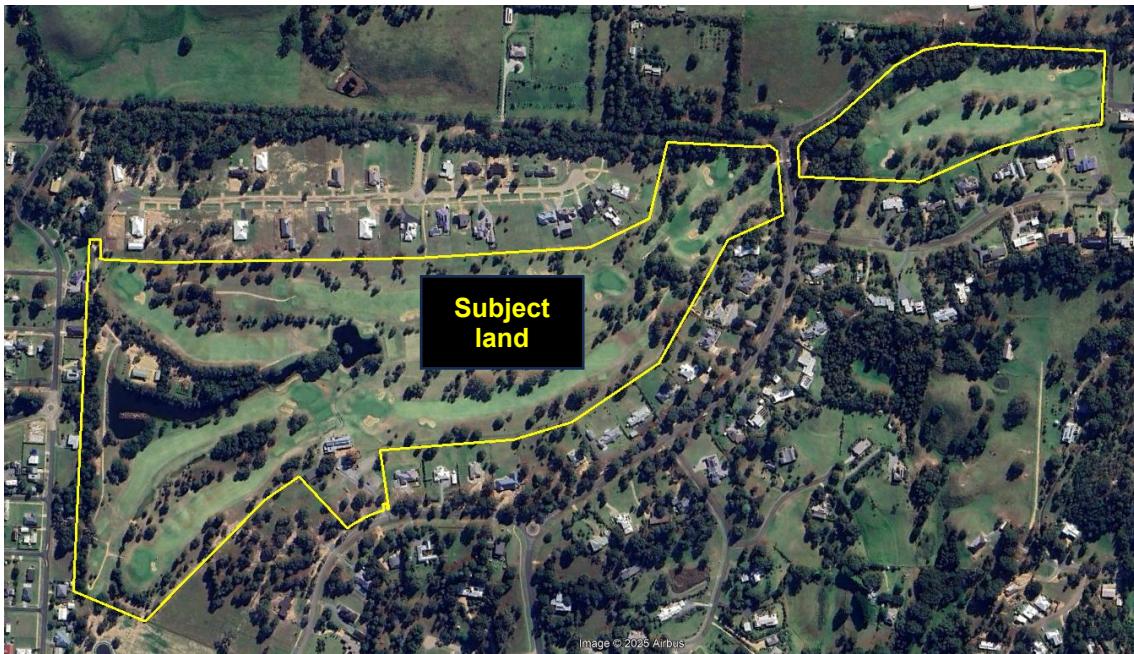
Contents

1. Introduction	3
2. Subject Land & Surrounding Context	4
3. The Application & Proposal	9
4. Cultural Heritage	11
5. Planning Policy	12
5.1 Planning Policy Framework	12
5.2 Municipal Planning Strategy	13
6. Planning Elements	14
6.1 Low Density Residential Zone	14
6.2 Incorporated Plan Overlay 1	15
6.3 Car Parking	16
7. Conclusion	17
8. Attachments	
Application Form	
Proposed Site, Floor and Elevation Plans (<i>Splinter Society</i>)	
Copy of Title (Lot A on PS910682)	

Note: Applicable Planning Application fee is \$1,756.60 (Class 12)

1. Introduction

This Planning Report is prepared in support of proposed buildings and works (deck) at 94 Kings Cove Boulevard, Metung. The Report addresses the provisions of the Low Density Residential Zone, Incorporated Plan Overlay 1 and car parking provisions as contained within the East Gippsland Planning Scheme.



Aerial image of the subject land and surrounds (Source: Google Earth)



Aerial image of the Metung Country Club Clubhouse highlighted in dashed yellow line
(Source: Google Earth)

2. Subject Land & Surrounding Context

The subject land is located at 94 Kings Cove Boulevard, Metung and has been developed as the Metung Country Club. The property is located approximately 2.1km north-west of the Metung activity centre, and is serviced with reticulated water, sewer and electricity provisioned via underground means.



Oblique view of Kings Cove Club (Source: www.kingscoveclub.com.au)

The subject land is developed as a Restricted Recreation Facility known as the Metung Country Club, which was until recently known as the Kings Cove Golf Club. The property has been developed as a nine-hole golf course designed by renowned international golf course designer Ted Parslow. Facilities on course include a clubhouse, vehicle car park, practice driving range, motorised golf cart shelter and maintenance building. A substantial wetland/dam acting as both an irrigation source and an integral feature of the course is located to the western part of the course.



*Water features serve the dual purposes of irrigation and course hazard
(Source: www.kingscoveclub.com.au)*

The clubhouse includes a bar, dining room, pro shop and members changing facilities. The entire golf course is licensed, with the majority of liquor consumption taking place in the clubhouse. The clubhouse is a contemporary building with extensive north-facing glazing and external walls featuring local stone.



Clubhouse viewed from north at dusk

(Source: <http://tikicreative.com/projects/kings-cove-golf-clubhouse/>)



Natural stone used in Clubhouse facade

The facility was established approximately 25 years ago forming a key element of the Kings Cove Estate development. Native vegetation scattered across the site and the broader Kings Cove Estate was planted by the original developer, Storth Ryes Pty Ltd, who undertook an extensive planting program to rehabilitate what was a barren landscape.



Historic photo showing the denuded landscape of the former Storth Ryes property

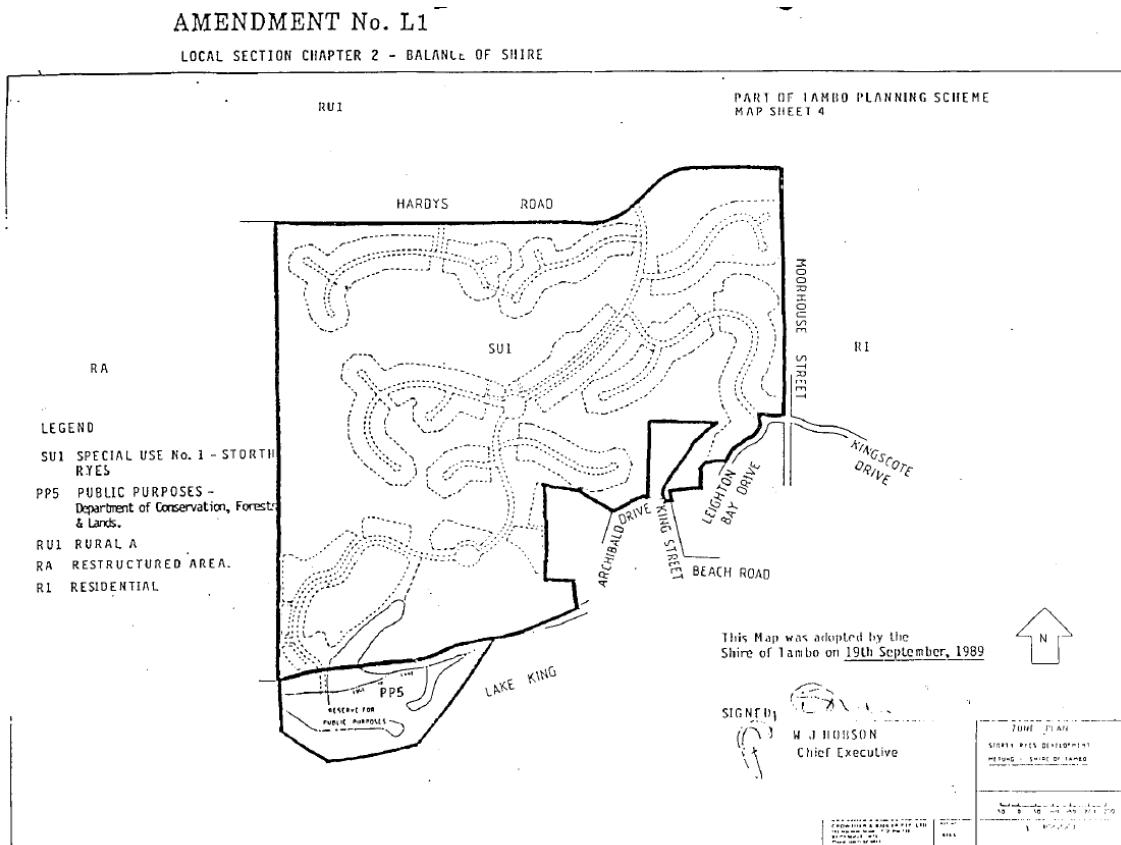
Printed 9/02/2026

21307 Report

Page 122 of 147

The strategic expectation that the subject land would accommodate recreation facilities is long held, dating back almost 36 years.

The 'Storth Ryes Concept Plan' was introduced into the former *Tambo Planning Scheme* in December 1989 through Amendment L1 to the local section of the scheme. The scheme amendment introduced a Special Use Zone which had an aim of providing for a range of tourist and residential accommodation, recreation and water-based facilities and commercial activities.



Extract from Amendment L1 to the Tambo Planning Scheme

With the amalgamation of Councils and the translation to the *Victorian Planning Provisions*, the subject land was converted to four Schedules contained within Clause 51.01 relating to *Specific Sites and Exclusions*. Each of the four Schedules related to an element of the previously approved development comprising:

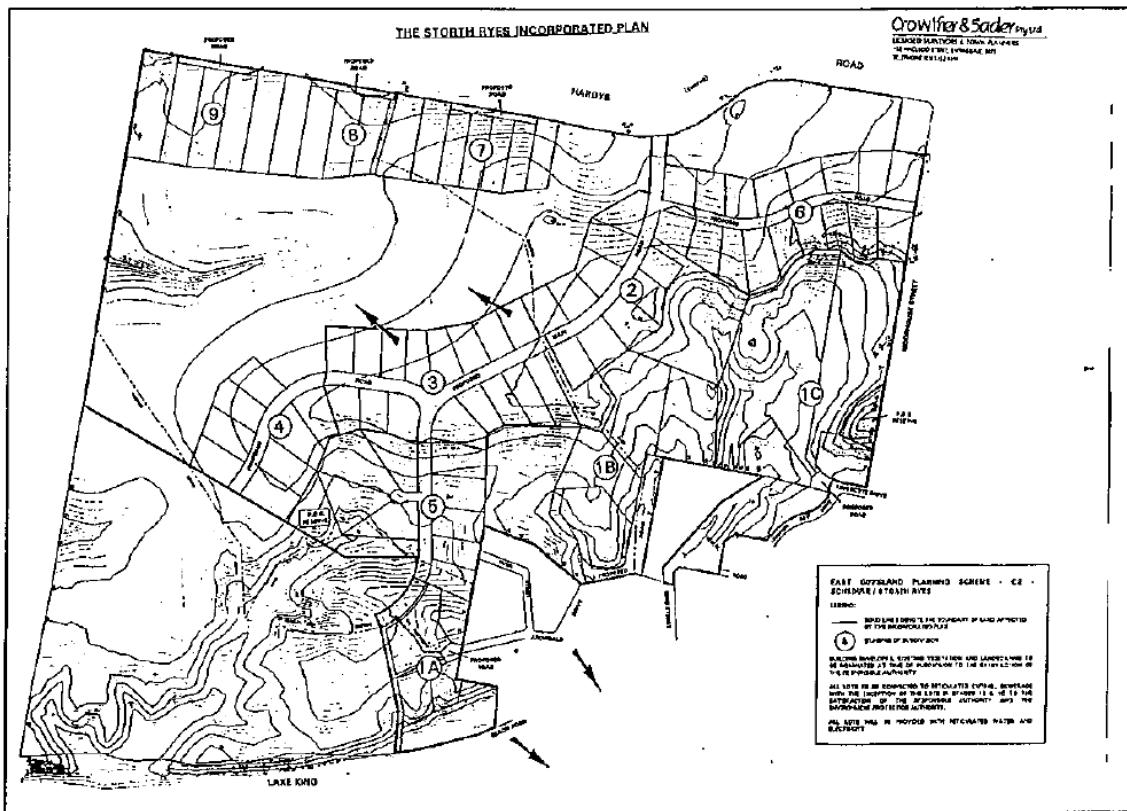
1. Golf Course and Residential cell;
2. Marina (on Crown land);
3. Service commercial centre; and
4. Resort Site comprising Hotel, Convention facilities and medium density residential development.

On translation to the VPPs the whole of the precinct was contained within the Low Density Residential Zone, with the entire Estate encumbered by the Incorporated Plan Overlay ('IPO').

The Schedule relating to the Golf Course and Residential cell (known as 'the fourth Schedule') included approval for up to 450 allotments to be used and developed for the purpose of dwellings, together with the use of the land for the purposes of a golf course.

The fourth Schedule was surrendered in a process undertaken in part with the approval in 2000 of Amendment C2 to the *East Gippsland Planning Scheme*. The Planning Scheme Amendment removed approximately 117.9 hectares of the total 160 hectare Kings Cove Estate from the approved development, resulting in the surrender of the fourth Schedule.

The *Storth Ryes Incorporated Plan, June 2000* and provisions of the Incorporated Plan Overlay - Schedule 1 (Clause 43.03) were incorporated into the *East Gippsland Planning Scheme* as part of Amendment C2 on 24 August 2000.



Storth Ryes Incorporated Plan, as exhibited with Amendment C2

Land previously included within the fourth Schedule has subsequently been progressively developed in accordance with the provisions of the Low Density Residential Zone. This has included the development of the subject land with the Kings Cove Club Golf Course and Clubhouse, together with multiple stages of subdivision undertaken by Kings Cove Metung Pty Ltd (or its subsidiaries), by North Course Pty Ltd to the north-west of the Estate, and to the south-east by Exon Tone Pty Ltd.



Low density residential development along Kings Cove Boulevard adjoins the course
(Source: www.kingscoveclub.com.au)

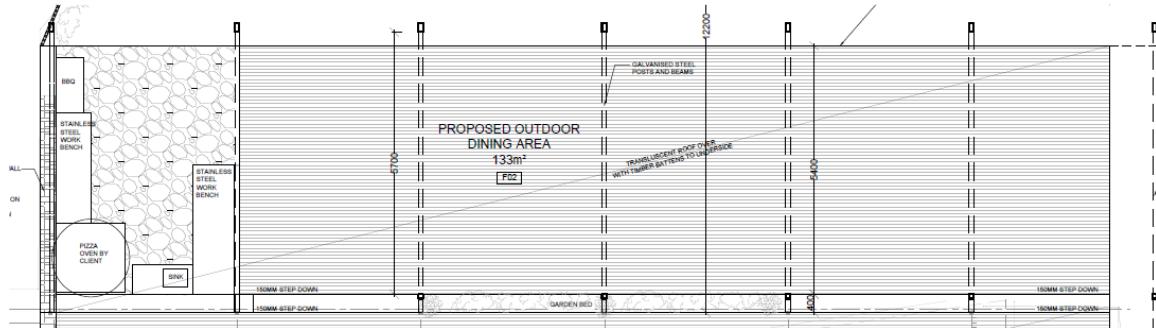
Land to the south-west of the subject land remains affected by a Schedule to Clause 51.01, being the *Resort Hotel/Motel and Convention Facility Development, May 1999* ('the Resort Schedule').

Land to the north-east of the subject land, with frontage to Hardys Road in the north and Moorhouse Street in the east, contains a medical centre and a vacant parcel of land that was earmarked for commercial development via the now lapsed Schedule to Clause 51.01 entitled *Storth Ryes Service Commercial Area, May 1999*.

West of the subject land is the Tambo Bluff Estate, a Low Density Residential area with many properties subject to a Restructure Overlay.

3. The Application & Proposal

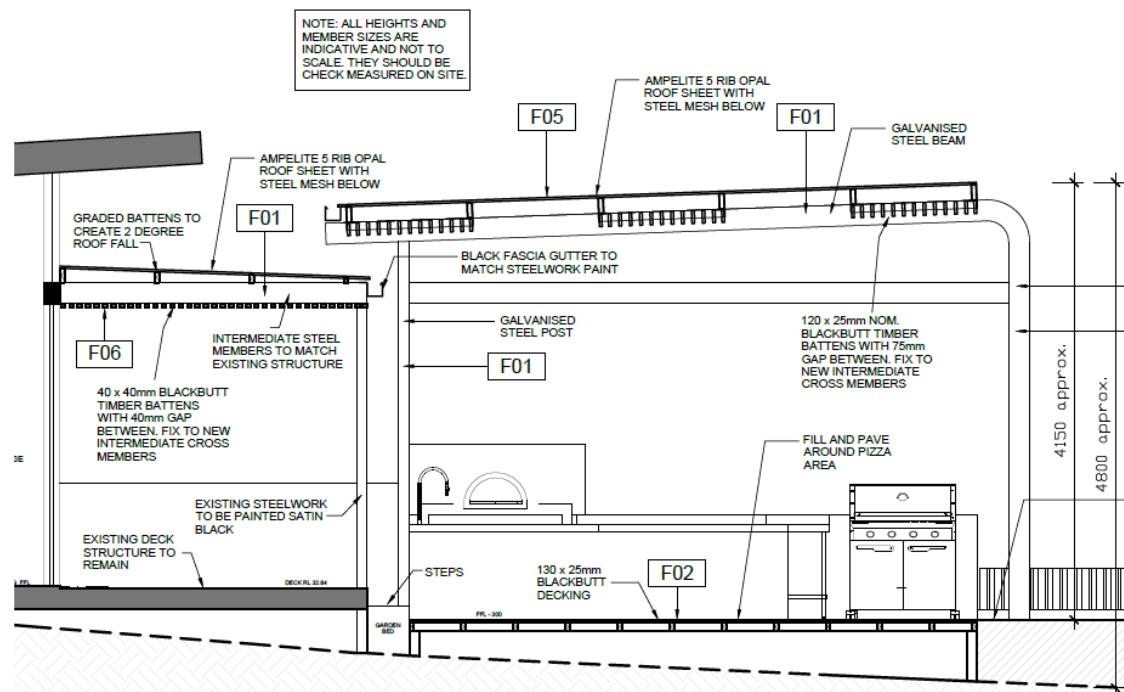
The planning application proposes to undertake buildings and works to develop a deck to the north of the existing Clubhouse, extending the area available for outdoor seating. The proposed deck will have a length of 22.95 metres and a width of 5.4 metres equating to an area of 133 square metres.



Extract of the proposed floor plan (Source: Splinter Society)

Localised fill of the land to the north of the proposed deck will provide for an even grade that will be flush with the existing deck. The proposed fill will require retaining to the west and north which will be provided by a 1.2 metre retaining wall with timber battens to face externally.

The proposed deck will be partly roofed to a height of 4.80 metres from natural surface level and 4.15 metres from finished surface level with a translucent roof with timber battens to the underside. The western part of the deck, to be constructed from stonework, will be generally unroofed and will form an outdoor cooking and food preparation area.



Extract of the sectional plan of the proposed buildings and works

To the west of the proposed deck a stone retaining wall will be constructed given the slope of the clubhouse surrounds with the eastern side of the deck enclosed with timber.

The proposed buildings and works will be constructed from galvanised steel posts & beams, Blackbutt hardwood and battens, Ampelite opal roofing and stone retaining wall to complement the existing building.

To the east and west of the proposed deck supported by galvanized steel posts and beams will be drop down blinds for weather protection when required.

Planning approval is required pursuant to the following Clause of the East Gippsland Planning Scheme:

Planning Scheme Clause	Matter for which a Permit is required
32.03-4 Low Density Residential Zone	Buildings and works associated with a Section 2 use

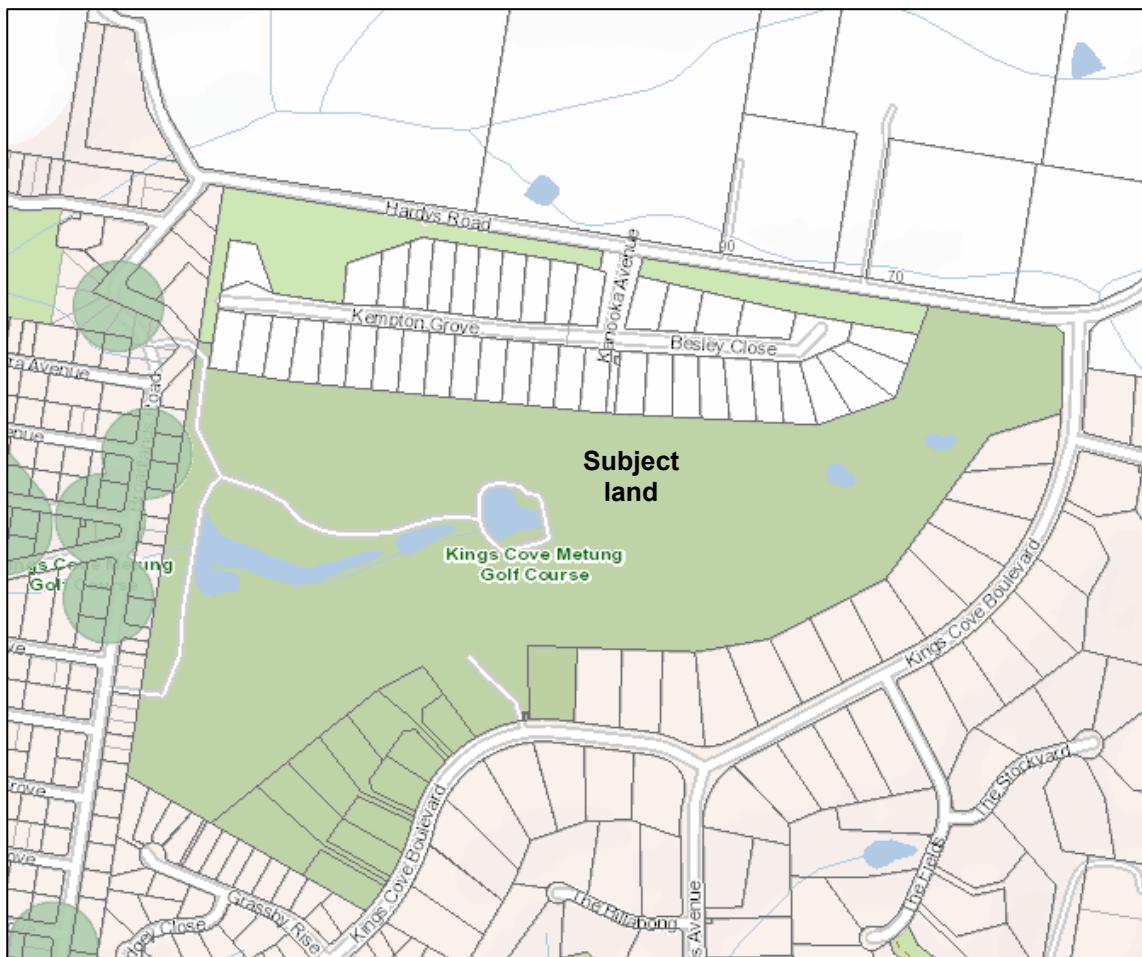
The subject land is contained within Vegetation Protection Overlay (Schedule 3), however does not require consideration given the Application does not propose the removal of vegetation.

The application does not require referral in accordance with Section 55 of the *Planning and Environment Act 1987*.

4. Cultural Heritage

Pursuant to Regulation 7 of the *Aboriginal Heritage Regulations 2018*, a CHMP is required for an activity if:

- (a) *all or part of the activity area for the activity is in an area of cultural heritage sensitivity; and*
- (b) *all or part of the activity is a high impact activity*



*Extract from Cultural Heritage Sensitivity mapping,
showing culturally sensitivity areas in dark green (Source: VicPlan)*

The subject land is partly located within an area of cultural heritage sensitivity to the far west of the site well distant from the proposed buildings and works. As such, there is no requirement to provide a CHMP in support of the application.

5. Planning Policy

5.1 Planning Policy Framework

Clause 11.01-1S Settlement supports the proposed buildings and works as it will positively add to a facility within the Metung township.

The proposed buildings and works are consistent with Clause 11.03-4L-01 Coastal Settlements as the clubhouse addition will provide for an improved recreation facility within an activity node, and will not adversely affect the landscape or environmental values of the area.

The proposal is supported by Clause 11.03-4L-04 Metung as it will retain the landscape setting of the area, requires no removal of vegetation and the increased building footprint retains the human scale of the area.

Clause 13.01-2S Coastal inundation and erosion seeks to manage coastal hazard risk. The subject land is well setback from the Gippsland Lakes and is located on elevated land avoiding detrimental impacts associated with coastal inundation.

Consistent with Clause 15.01-2S Building design the proposed deck will integrate well with the existing building and will provide for a positive visual appearance.

The proposal will assist the Metung Country Club to better accommodate tourists and adds to the tourist facilities within the town allowing visitors to experience year-round tourist opportunities as encouraged by Clause 17.04-1L Tourism – Shire.

In accordance with Clause 18.02-4 Roads the existing entry to the site will not require alteration or upgrading and the existing access is considered to be sufficient.

Upgrading of the clubhouse will improve the useability of the facility and will maintain important recreational and social infrastructure within Metung (Clause 19.02-4S Social and cultural infrastructure).

5.2 Municipal Planning Strategy

Clause 02.03-1 Settlement and housing – coastal settlements advises that Metung is a key destination for visitors to the Gippsland Lakes. The proposal will provide an upgraded recreational facility that can assist support Metung as a visitor destination.

The subject land is a heavily modified environment and the proposed deck to the north of the clubhouse will not require the removal of any native vegetation. No waterways will be impacted by the proposed buildings and works as sought by Clause 02.03-2 Environmental and landscape values.

The property is well setback from the Lake foreshore and is significantly elevated ensuring the proposed development will not be detrimentally affected by future sea level rise (Clause 02.03-3 Environmental risks and amenity).

The building extension will be constructed with similar materials to the clubhouse maintaining the contemporary visual appearance of the building as sought within Clause 02.03-5 Built environment and heritage.

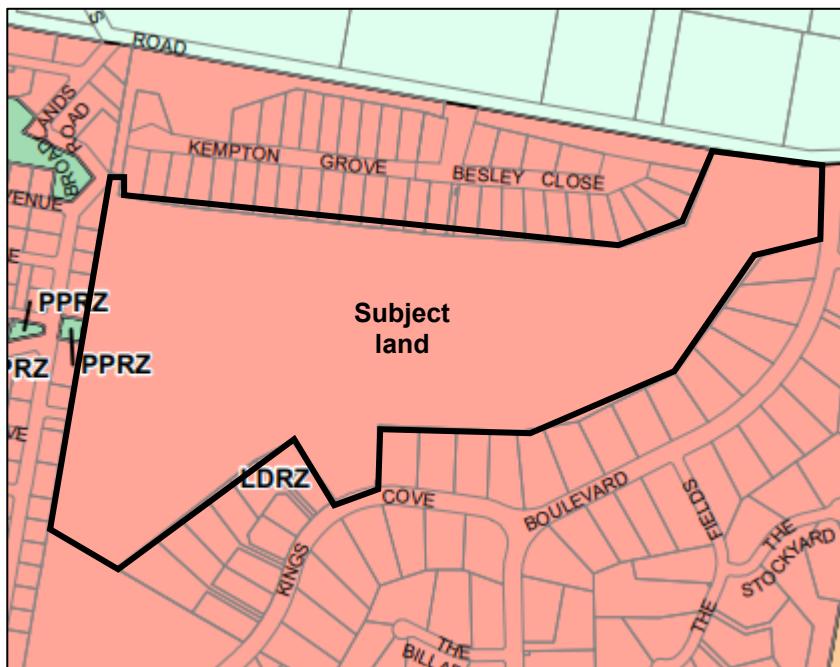
Clause 02.03-6 Economic development advises that the tourism industry attracted 1.3 million visitors in 2017-18. The proposed deck will better accommodate visitors and members of the club assisting tourism within Metung.

Although Metung Country Club is a private club, the proposal will assist to maintain a recreation facility within the township as sought by Clause 02.03-7 Transport and infrastructure.

6. Planning Elements

6.1 Low Density Residential Zone

The subject land is zoned Low Density Residential Zone in accordance with the East Gippsland Planning Scheme.



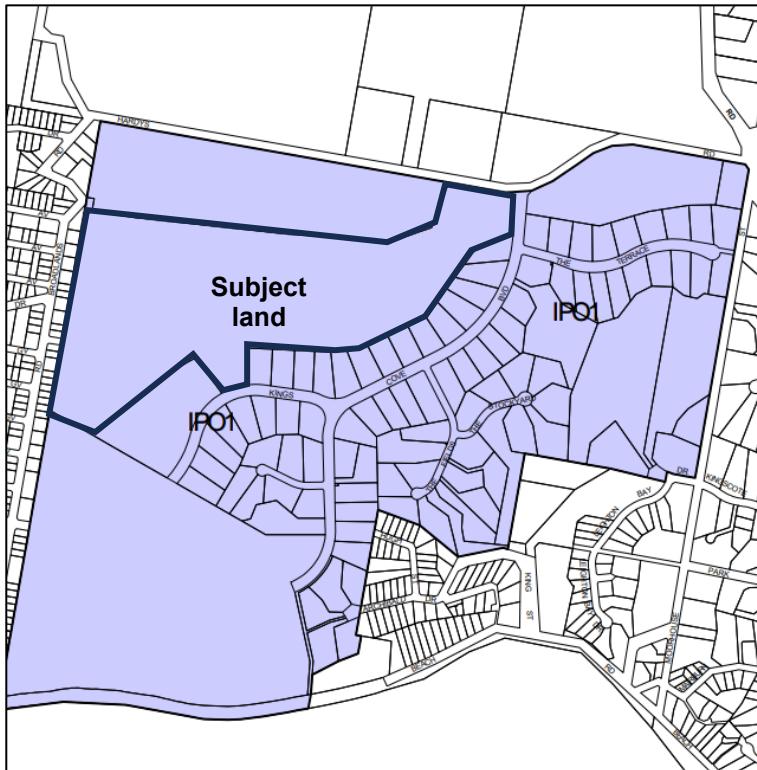
Planning scheme zone mapping (Source: DTP)

Planning approval is required in accordance with Clause 32.03-4 Buildings and works as the works are associated with a Section 2 use. As the works exceed \$100,000 the application does not qualify as a VicSmart class of application.

The proposed golf clubhouse extension is well supported by planning policy contained within the Planning Policy Framework and Municipal Planning Strategy. The proposal will see an integrated building extension that will maintain the visual appearance of the building and area. No detrimental environmental impacts will result from the deck extension; there is a low environmental risk associated with the land and the internal amenity associated with the building will be enhanced.

6.2 Incorporated Plan Overlay 1

The subject land is contained within an Incorporated Plan Overlay 1.



Planning scheme overlay mapping (Source: DTP)

Schedule 1 to the Overlay is *Storth Ryes, Metung*, with sub-clause 1.0 requiring that a permit must not be granted to construct a building or construct and carry out works until an incorporated plan has been included into the planning scheme.

Except with the grant of a permit the development of land must be generally in accordance with the Incorporated Plan.

The *Storth Ryes Incorporated Plan, June 2000* and provisions of the Incorporated Plan Overlay - Schedule 1 (Clause 43.03) were incorporated into the East Gippsland Planning Scheme as part of Amendment C2 on 24 August 2000.

Land previously included within the fourth Schedule has subsequently been progressively developed in accordance with the provisions of the Low Density Residential Zone.

The proposed deck to be constructed to the north of the existing Metung Country Club, and is considered to be generally in accordance with the incorporated plan.

6.3 Car Parking

The subject land in its entirety is defined as a Restricted Retail Facility, which encompasses the broader golf course, clubrooms, parking areas and associated landscaping. The proposed clubroom alterations will not result in a change of use, and arguably does not increase the floor area of the existing use given it applies to the site in its entirety.

Nevertheless, pursuant to section 60 of the Act and Clause 65.01 of the Planning Scheme, Council must consider the impact the development will have on the current and future development and operation of the transport system.

The subject land is serviced by a short driveway (between 40-70 metres) leading to the onsite car parking areas accessed from Kings Cove Boulevard. Kings Cove Boulevard is a wide constructed access street that is capable of accommodating vehicle movements associated with the golf course.

The intersection of the driveway and Kings Cove Boulevard provides for appropriate sight lines, has sufficient width to enable easy turning manoeuvres, traffic volumes within the area are low avoiding potential queuing, the road is not used for freight purposes, and the intersection is within a low speed environment ensuring the operation of the transport system will not be detrimentally impacted.

In respect to car parking provision associated with Metung Country Club we note the following:

- There is a good likelihood of multi-purpose trips taking place within the locality. The Metung Hot Springs development has taken place allowing for visitors to the hot springs to also visit the Country Club as part of their stay. The Country Club and Hot Springs are a short distance from each other, being approximately 500 metres which encourages hot spring visitors to walk to the golf club.
- The Country Club is utilised by local community members and often residents within the Kings Cove Estate who can walk to the clubhouse.
- There is some variation of car parking demand with the Country Club attracting more visitation over the weekend period. The Country Club has two formal car parking areas and an overflow car parking area if required during busier periods.
- Longer duration car parking is typically governed by tee times, resulting in consistent rotation through playing groups which ensures appropriate sharing of car parking spaces.
- The amenity of nearby residential areas will be maintained as car parking provision is onsite and not reliant on street car parking.



*Aerial image demonstrating the car parking areas of the subject land
(Source: Google Earth)*

7. Conclusion

The proposed buildings and works (deck) at 94 Kings Cove Boulevard, Metung is considered to accord with all relevant provisions of the Low Density Residential Zone and Incorporated Plan Overlay 1 of the East Gippsland Planning Scheme. The proposal is consistent with the Planning Policy Framework and Municipal Planning Strategy and has been designed to complement the club house, the landscape character of the area and adjoining properties.

For these reasons we respectfully request that Council consider the merits of the application favourably and resolve to issue a Planning Permit.

150 CECIL STREET, FITZROY
VIC 3065, AUSTRALIA



1 EXISTING SITE PLAN
1:2500

PROJECT NAME
**CLUBHOUSE DECKING
AND LAWN**

SITE ADDRESS

94 KINGS COVE BOULEVARD, METUNG

PROJECT NUMBER: C20-118

DATE: 29 OCTOBER 2025

SCALE 1:2500 @ A1 (OR AS NOTED)

REV. A - NOTE RE: EXISTING CARPARK 29/01/2026

N

STATUS
TOWN PLANNING

DRAWING TITLE
EXISTING SITE PLAN

DRAWING NUMBER A1.00 REVISION

Printed 9/02/2026
Page 135 of 147

150 CECIL STREET, FITZROY
VIC 3065, AUSTRALIA



1 PROPOSED SITE PLAN
1:1000

PROJECT NAME
**CLUBHOUSE DECKING
AND LAWN**

SITE ADDRESS

94 KINGS COVE BOULEVARD, METUNG

PROJECT NUMBER: C20-118

DATE: 29 OCTOBER 2025

SCALE 1:1000 @ A1 (OR AS NOTED)

REV. A - NOTE RE: EXISTING CARPARK 29/01/2026

N

STATUS
TOWN PLANNING

DRAWING TITLE

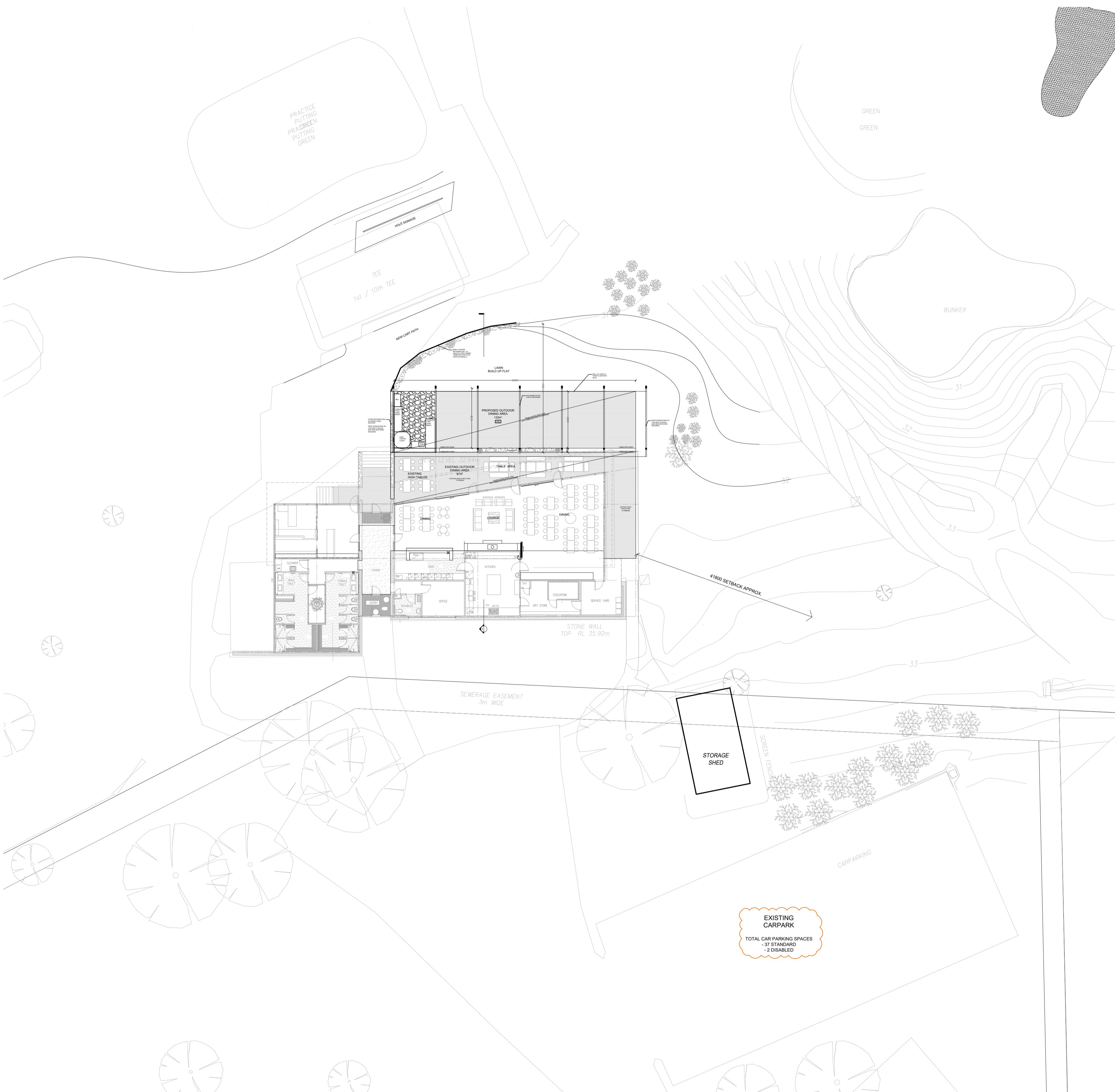
PROPOSED SITE PLAN

DRAWING NUMBER REVISION

A1.01

Printed 9/02/2026
Page 136 of 147

150 CECIL STREET, FITZROY
VIC 3065, AUSTRALIA



PROJECT NAME
**CLUBHOUSE DECKING
AND LAWN**

SITE ADDRESS

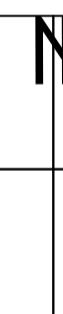
94 KINGS COVE BOULEVARD, METUNG

PROJECT NUMBER: C20-118

DATE: 29 OCTOBER 2025

SCALE 1:200 @ A1 (OR AS NOTED)

REV. A - NOTE RE: EXISTING CARPARK 29/01/2026



STATUS
TOWN PLANNING

DRAWING TITLE

PROPOSED SITE PLAN

DRAWING NUMBER
A1.02

REVISION

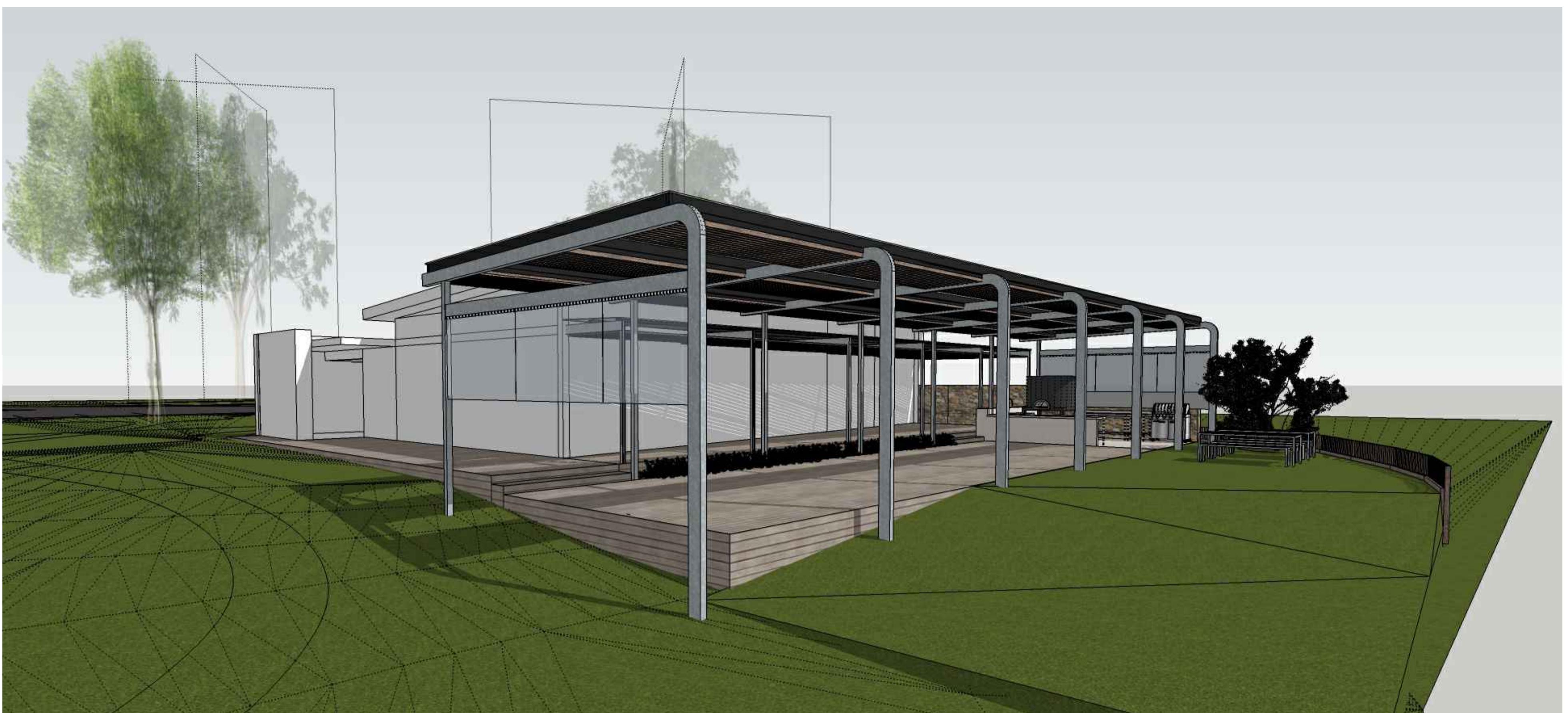
C20 - 118

METUNG

94 KINGS COVE BOULEVARD, METUNG

DEVELOPMENT SUMMARY
EXISTING OUTDOOR DINING AREA: 97m²
PROPOSED ADDITIONAL OUTDOOR DINING AREA: 133m²
TOTAL OUTDOOR DINING AREA: 230m²

DOCUMENT LIST
A0.00 COVER PAGE
A1.00 EXISTING SITE PLAN - 1:2500
A1.00a EXISTING FLOOR PLAN - 1:100
A1.01 PROPOSED SITE PLAN - 1:1000
A1.02 PROPOSED SITE PLAN - 1:200
A1.03 PROPOSED FLOOR PLAN - 1:100
A1.04 PROPOSED ELEVATIONS - 1:50
A1.05 PROPOSED SECTION A-A - 1:50
A2.00 FINISHES



SPLITNER SOCIETY
AN INDEPENDENT
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 2004. It is not to be used for any other
purpose which may breach any copyright.
ARCHITECTURE FOR HUMAN ENVIRONMENTS

150 CECIL STREET, FITZROY
VIC 3065, AUSTRALIA

PROJECT NAME
**CLUBHOUSE DECKING
AND LAWN**

SITE ADDRESS

94 KINGS COVE BOULEVARD, METUNG

PROJECT NUMBER: C20-118

DATE: 29 OCTOBER 2025

SCALE N.T.S. @ A1 (OR AS NOTED)

STATUS

TOWN PLANNING

DRAWING TITLE

COVER PAGE

DRAWING NUMBER

REVISION

A0.00

Printed 9/02/2026
Page 138 of 147

150 CECIL STREET, FITZROY
VIC 3065, AUSTRALIA

PROJECT NAME
**CLUBHOUSE DECKING
AND LAWN**

SITE ADDRESS

94 KINGS COVE BOULEVARD, METUNG

PROJECT NUMBER: C20-118

DATE: 29 OCTOBER 2025

SCALE 1:100 @ A1 (OR AS NOTED)

N

STATUS
TOWN PLANNING

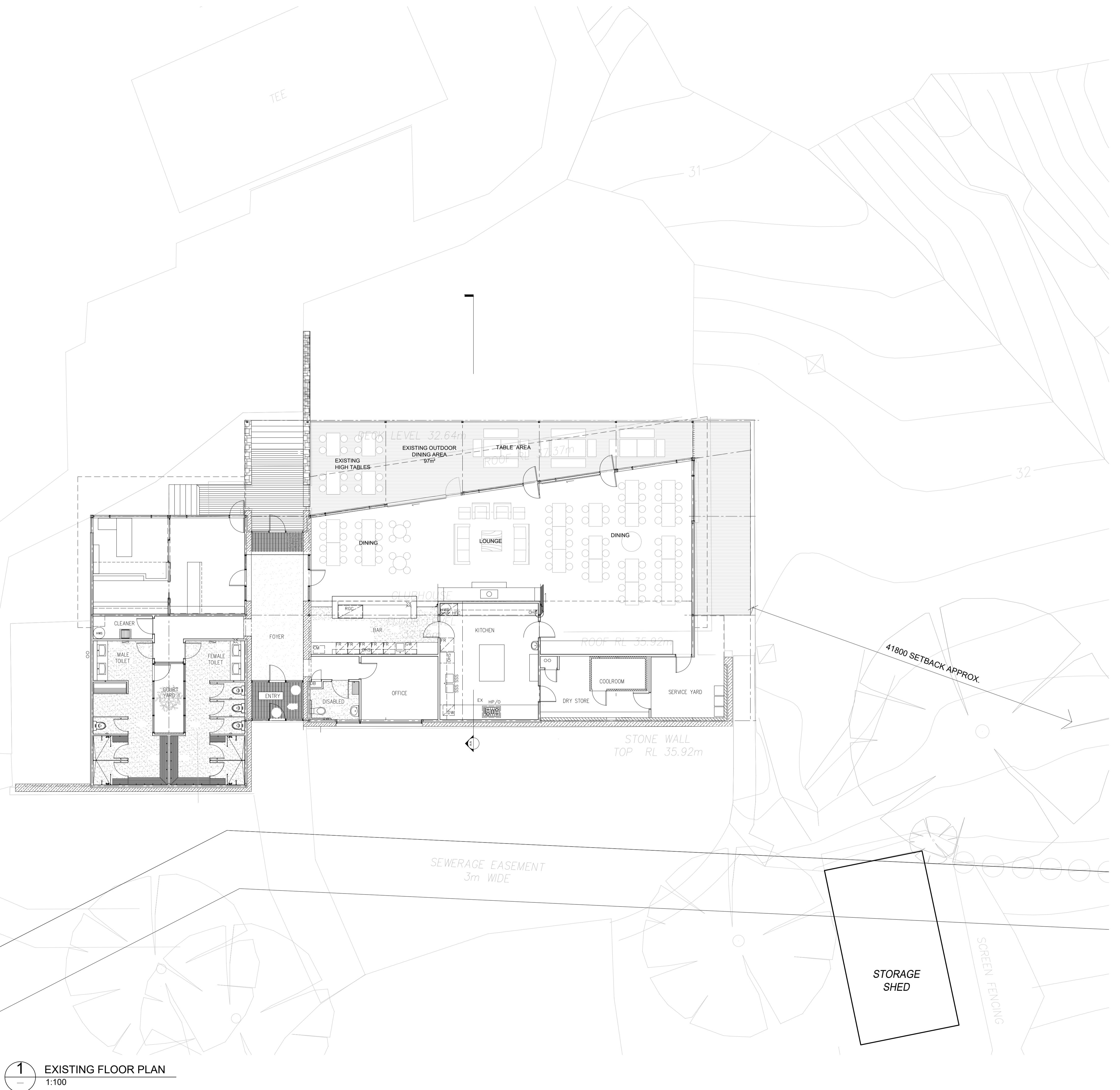
DRAWING TITLE

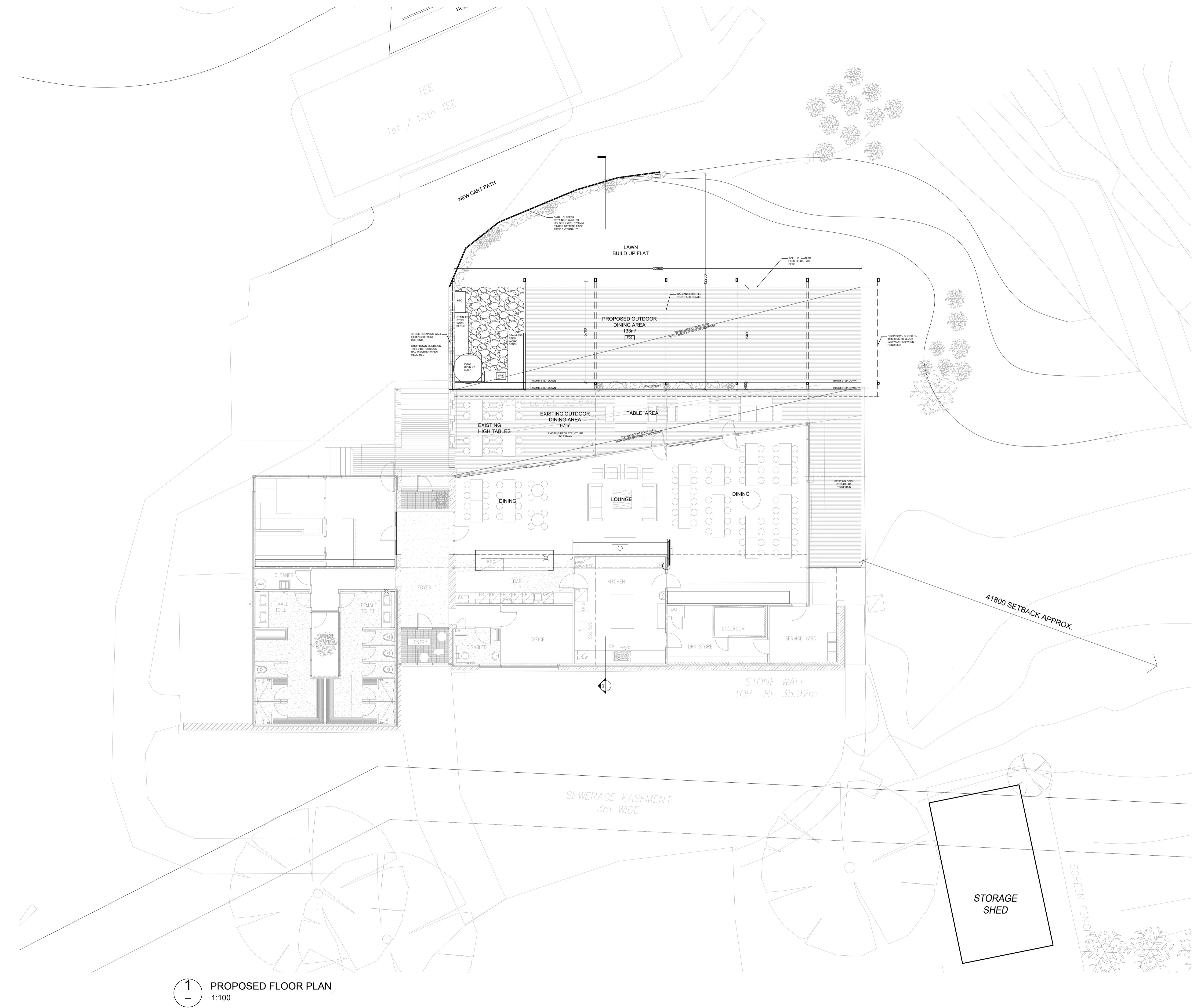
CLUBHOUSE -
EXISTING PLAN

DRAWING NUMBER

REVISION

A1.00a Printed 9/02/2026
Page 139 of 147





PROJECT NAME

CLUBHOUSE DECKING

AND LAWN

SITE ADDRESS

94 KINGS COVE BOULEVARD, METUNG

PROJECT NUMBER: C20-118

DATE: 29 OCTOBER 2025

SCALE 1:100 @ A1 (OR AS NOTED)

111

STATUS TOWN PLANNING

DRAWING TITLE

CLUBHOUSE - OUTDOOR DINING PROPOSED PLAN

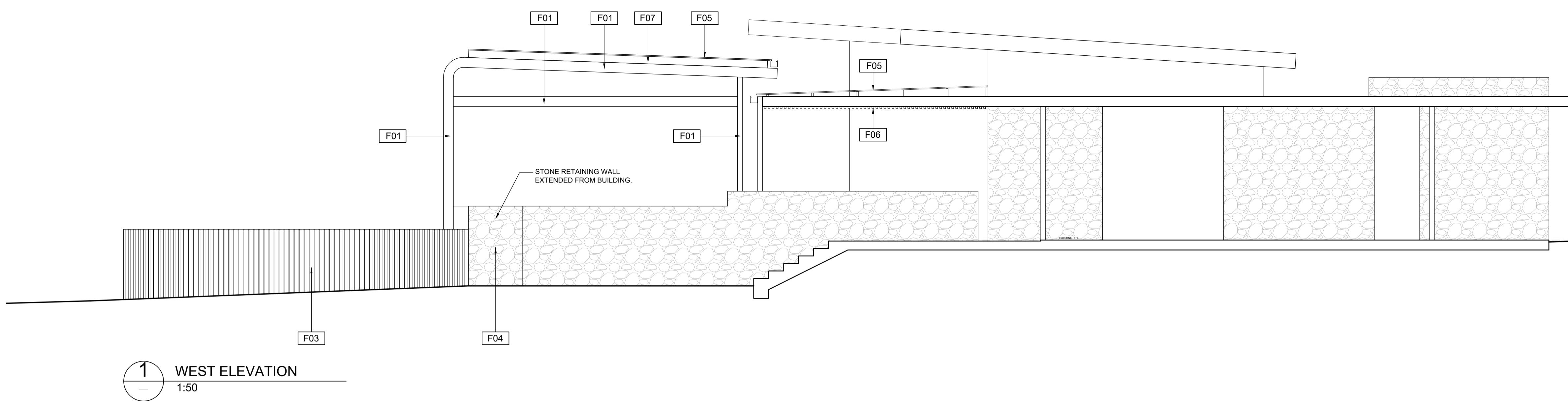
DRAWING NUMBER REVISION

REVISION

A1.03

Printed 9/02/2026
Page 140 of 147

150 CECIL STREET, FITZROY
VIC 3065, AUSTRALIA



PROJECT NAME
**CLUBHOUSE DECKING
AND LAWN**

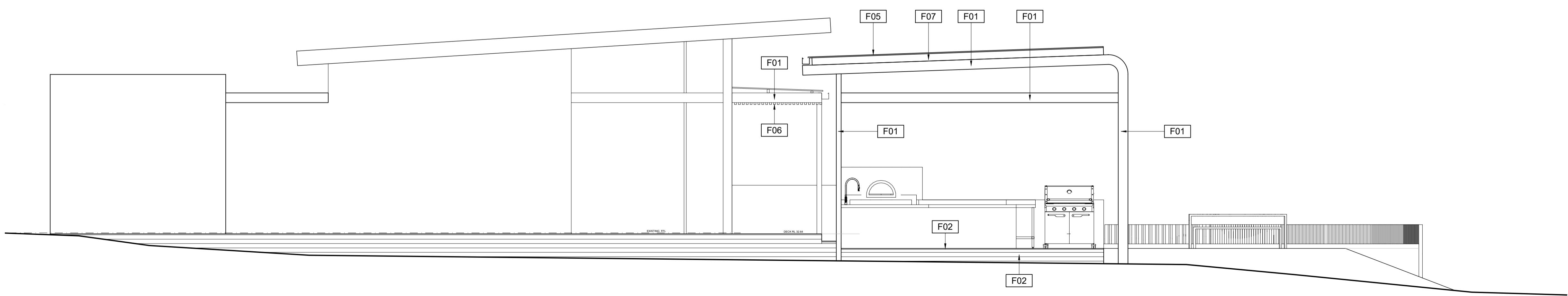
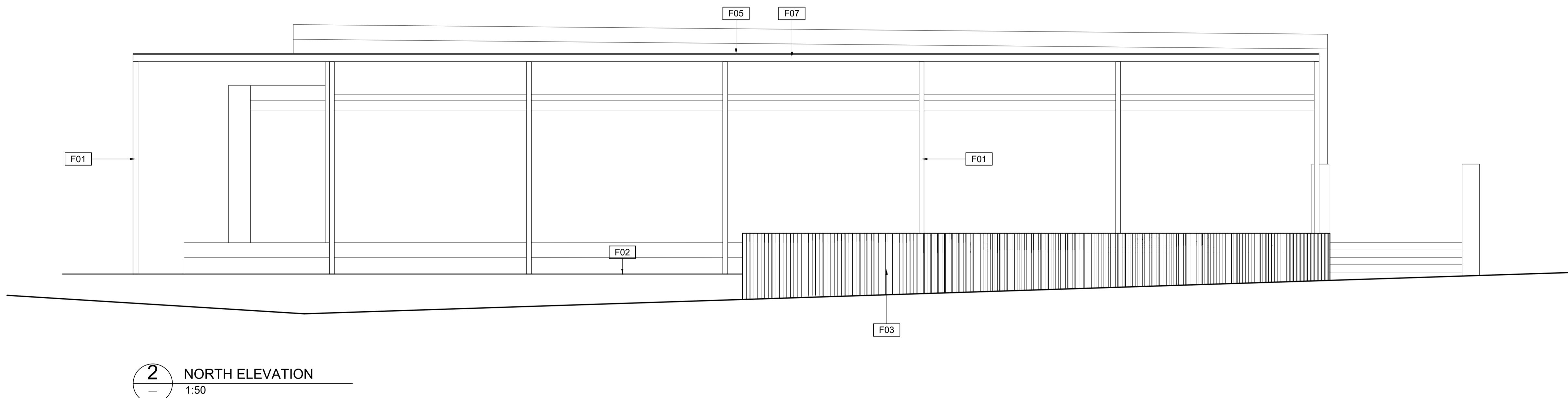
SITE ADDRESS

94 KINGS COVE BOULEVARD, METUNG

PROJECT NUMBER: C20-118

DATE: 29 OCTOBER 2025

SCALE 1:50 @ A1 (OR AS NOTED)



3 EAST ELEVATION
1:50

STATUS
TOWN PLANNING

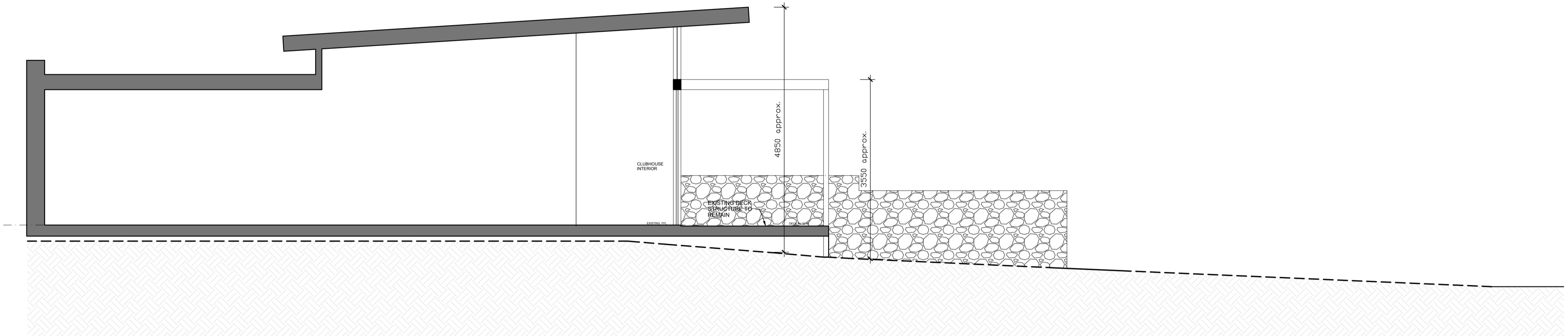
DRAWING TITLE
**CLUBHOUSE - OUTDOOR DINING
PROPOSED ELEVATIONS**

DRAWING NUMBER
A1.04

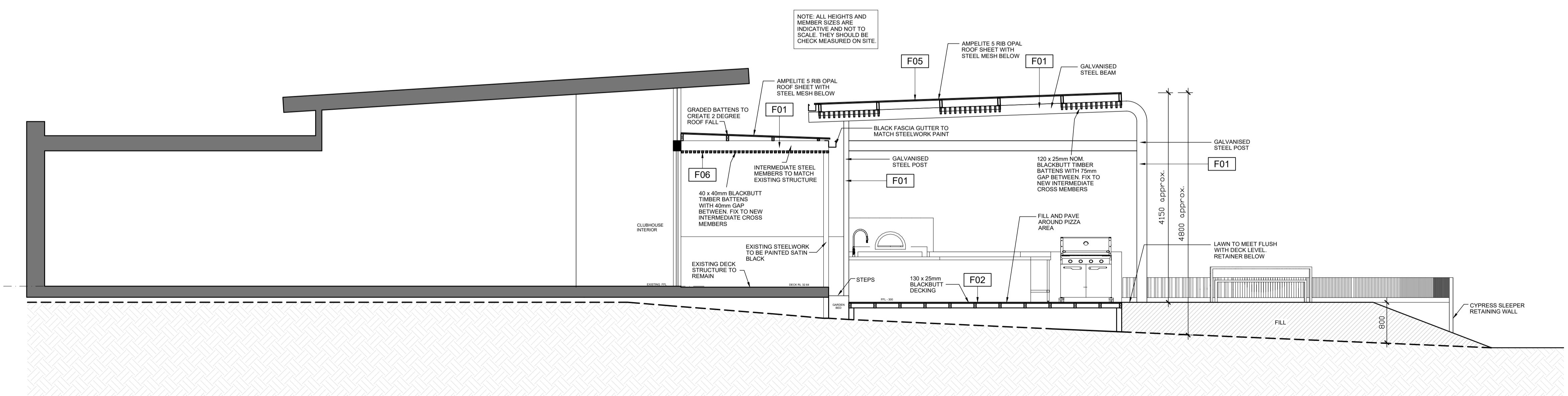
REVISION
Printed 9/02/2026
Page 141 of 147

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.

150 CECIL STREET, FITZROY
VIC 3065, AUSTRALIA



2 EXISTING SECTION A-A
— 1:50



1 PROPOSED SECTION A-A
— 1:50

PROJECT NAME

CLUBHOUSE DECKING

AND LAWN

SITE ADDRESS

94 KINGS COVE BOULEVARD, METUNG

PROJECT NUMBER: C20-118

DATE: 29 OCTOBER 2025

SCALE 1:50 @ A1 (OR AS NOTED)

STATUS TOWN PLANNING

DRAWING TITLE
**LUBHOUSE - OUTDOOR DINING
SECTION A-A**

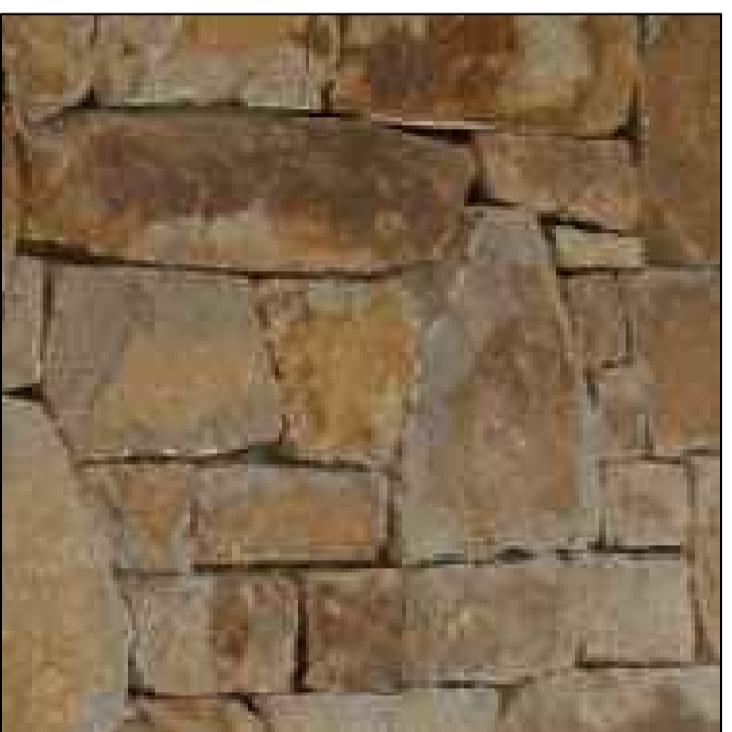
DRAWING NUMBER **REVISION**

A1.05 Printed 9/02/2026
Page 142 of 147

150 CECIL STREET, FITZROY
VIC 3065, AUSTRALIA



F01	GALVANISED STEEL POSTS & BEAMS	F02	BLACKBUTT HARDWOOD DECKING 130 X 25mm	F03	TIMBER BATTENS
-----	--------------------------------	-----	--	-----	----------------



F04	STONE RETAINING WALL	F05	AMPELITE 5 RIB OPAL ROOFING	F06	BLACKBUTT TIMBER BATTENS
-----	----------------------	-----	-----------------------------	-----	--------------------------



F07	FASCIA GUTTER / FLASHING - MONUMENT GREY
-----	---

PROJECT NAME
**CLUBHOUSE DECKING
AND LAWN**

SITE ADDRESS

94 KINGS COVE BOULEVARD, METUNG

PROJECT NUMBER: C20-118

DATE: 29 OCTOBER 2025

SCALE N/A @ A1 (OR AS NOTED)

STATUS
TOWN PLANNING

DRAWING TITLE
FINISHES SCHEDULE

DRAWING NUMBER **A2.00** REVISION

7 January 2026

Statutory Planning Officer
East Gippsland Shire Council
Via email: planning@egipps.vic.gov.au

Attention: Penny Cross

Dear Penny,

**Re: Planning Application 5.2025.360.1
Buildings and Works to a Section 2 Use
94 Kings Cove Boulevard, Metung**

Further to your correspondence dated 12 November 2025, we are pleased to provide the following additional information to assist with Council's consideration of the above mentioned Planning Application.

1. Details of the increase to patron capacity created by the additional outdoor dining area

We confirm the patron capacity of the existing Restricted Recreation Facility will not change as a consequence of the proposed buildings and works.

The proposed improvements to the existing facility will be undertaken to improve the experience of members and their guests, providing additional food preparation facilities including an outdoor pizza oven and barbecue area.

The existing decking is limited in width, particularly in the eastern extent of the deck, with the enlarged deck area as proposed providing for more spacious enjoyment of the outdoor dining area with greater protection from the elements.

The existing use of Restricted Recreation Facility applies to the subject land in its entirety, and the rate of visitation to the facility will not change as a consequence of improved external seating.

This is supported by Liquor Licence 31952056, which currently provides for a maximum capacity of 124 patrons seated externally, in addition to the 216 patrons permitted internally.



GENERAL LICENCE

Licence No. 31952056

Subject to the provisions of the Liquor Control Reform Act 1998 and any conditions specified in the licence, the licensee is authorised to supply liquor up to and including 31 December 2025

Licensee METUNG HOT SPRINGS PTY LTD (ACN:636 276 090)

Address for service of notices P O BOX 299
METUNG 3904

Licensed premises address 94 KINGS COVE BOULEVARD
METUNG 3904

Trading as METUNG COUNTRY CLUB AND HOT SPRINGS

GENERAL INFORMATION

Holding a liquor licence doesn't override local laws or planning rules. Licensees must follow all planning permit conditions, even if they are more restrictive than the conditions set out on your liquor licence.

Any reference to the Liquor Regulator below is a reference to the Victorian Liquor Commission, or any successor statutory office, body or officer however named, under the Liquor Control Reform Act 1998 or successor legislation, that has powers and carries out regulatory functions equivalent to the Victorian Liquor Commission.

TYPE OF LICENCE

This licence is a general licence and authorises the licensee to supply liquor on the licensed premises for consumption on and off the licensed premises during the trading hours specified below.

AMENITY

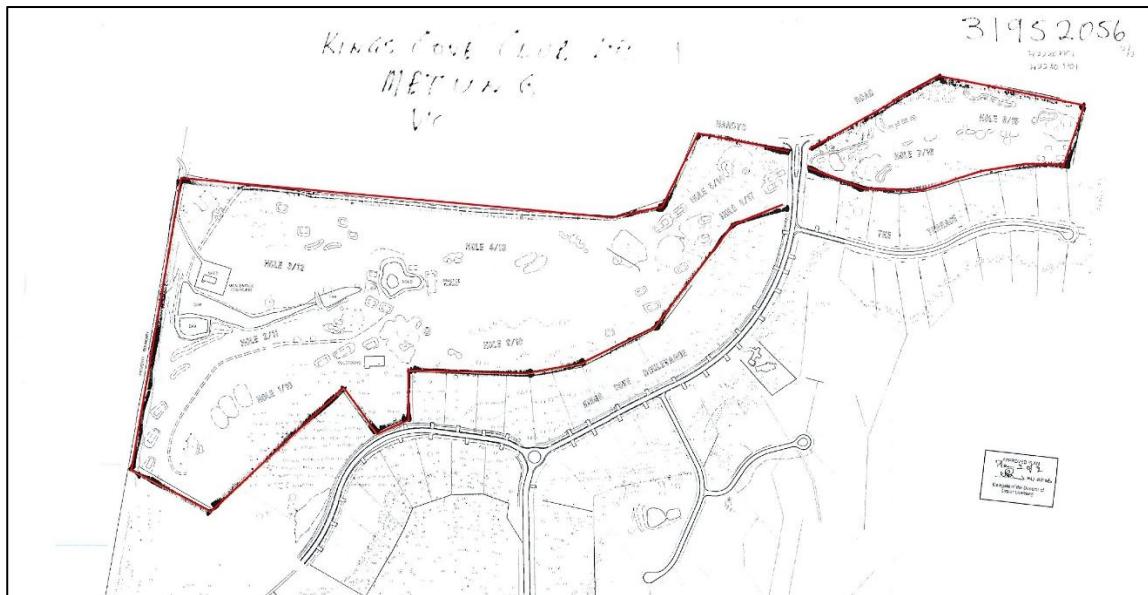
The licensee shall not cause or permit undue detriment to the amenity of the area to arise out of or in connection with the use of the premises to which the licence relates during or immediately after the trading hours authorised under this licence.

MAXIMUM CAPACITIES

Internal: 216 patrons
External seating area: 124 patrons

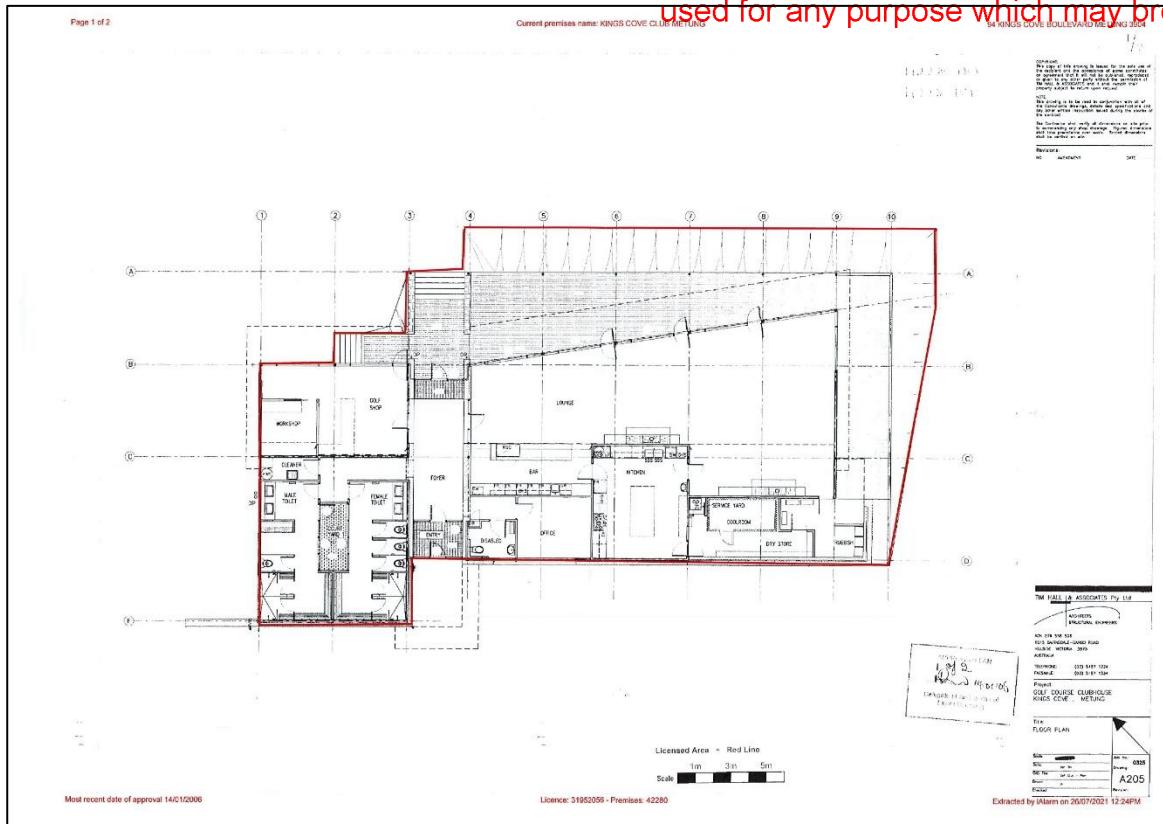
Extract from Liquor Licence No. 31952056 (Source: Liquor Control Victoria)

The Red Line Plan approved under the Liquor Licence does not restrict those parts of the site which constitute the licensed area, with alcohol able to be consumed across the subject land in its entirety.



Extract from Red Line Plan (Source: Liquor Control Victoria)

We acknowledge there is a second sheet to the Red Line Plan which outlines the existing building, extending to the northern edge of the existing deck. We presume the purpose of this page is to represent the transition between the internal and external seating areas, however this is not entirely clear.



Extract from Red Line Plan (Source: Liquor Control Victoria)

The existence of the previously mentioned page which encompasses the full site reinforces the expectation that alcohol may be supplied and consumed across the subject land, and that the property in its entirety represents the area of the existing use. The proposed improvements to the outdoor dining will not change the area of the existing use, and the application does not seek to increase the maximum patron capacity.

2. A detailed statement explaining how the current car parking arrangement is managed

The existing car park established on site comprises a combination of formalised and informal overflow parking spaces. We have previously furnished Council with a Traffic Impact Assessment Letter prepared by Ratio (22 July 2021) in support of Planning Permit 426/2021/P which described the existing arrangements as follows:

There are currently a total of 45 on-site car parking spaces to cater for the demands of the Kings Cove Club and vehicle access is provided via a double-width access connecting to/from Kings Cove Boulevard. (p.3)

This previous Planning Permit related to the proposed development of a complimentary wellbeing facility including geothermal pools, treatment rooms and other associated infrastructure, with a dedicated reception and change rooms distinct from the existing Clubhouse. This Planning Permit is yet to be acted upon.

In providing advice on traffic impacts and assessing car parking demand, Ratio formed the view that the existing Golf Course and Clubhouse facility had demand for 36 car parking spaces, well short of the formalised provision of 45 spaces. When combined with overflow parking opportunities, albeit informal, the extent of parking provided on site is considered sufficient for the ongoing use of the site.

Given that the proposed buildings and works will not result in an increased maximum patron capacity, the demand for car parking on site will not change.

As the parking area forms part of the Metung Country Club and Golf Course property, parking arrangements will continue to be managed by on site management, consistent with the ongoing obligations of Planning Permit 01/00053/DL issued on 5 April 2001 which allowed the following:

PLANNING PERMIT		Form 4.4
Permit No:	01/00053/DL	
Planning Scheme:	EAST GIPPSLAND	
Responsible Authority:	East Gippsland Shire	
ADDRESS OF THE LAND		
Hardys Road, METUNG VIC 3904 (Lot D LP 434079M)		BN: 44611
THE PERMIT ALLOWS		
<p>The land to be developed and used by construction of an Outdoor Recreation Facility (Golf Course) including clubhouse and associated carparking, maintenance workshop, dam for irrigation purposes and removal of selected vegetation generally in accordance with the endorsed concept plan, and licensing of the clubrooms under the provisions of the Liquor Control Reform Act 1988.</p>		

Extract from Planning Permit 01/00053/DL

We confirm there is no change proposed to the existing use or management of the car park.

We trust the information provided herein satisfies Council's request for further information, and will enable the further assessment of the Planning Application.

Should you require any further information, please do not hesitate to contact our office.

Regards,


KATE YOUNG