

NOTICE OF AN APPLICATION FOR AN AMENDMENT TO A PLANNING PERMIT

The permit allows for the Use of the land for accommodation and the construction and use of 7 dwelling units of the tourist resort development and 17 lot subdivision including common property.

<p>The land affected by the application is located at:</p>	<p>200 Wattle Point Road FORGE CREEK VIC 3875, Unit 1 200 Wattle Point Road FORGE CREEK VIC 3875, Unit 2 200 Wattle Point Road FORGE CREEK VIC 3875, Unit 3 200 Wattle Point Road FORGE CREEK VIC 3875, Unit 4 200 Wattle Point Road FORGE CREEK VIC 3875, Unit 5 200 Wattle Point Road FORGE CREEK VIC 3875, Unit 6 200 Wattle Point Road FORGE CREEK VIC 3875, Unit 7 200 Wattle Point Road FORGE CREEK VIC 3875, Unit 8 200 Wattle Point Road FORGE CREEK VIC 3875, Unit 9 200 Wattle Point Road FORGE CREEK VIC 3875, Unit 10 200 Wattle Point Road FORGE CREEK VIC 3875, Unit 11 200 Wattle Point Road FORGE CREEK VIC 3875, Unit 12 200 Wattle Point Road FORGE CREEK VIC 3875, Unit 13 200 Wattle Point Road FORGE CREEK VIC 3875, Unit 14 200 Wattle Point Road FORGE CREEK VIC 3875, Unit 15 200 Wattle Point Road FORGE CREEK VIC 3875, Unit 16 200 Wattle Point Road FORGE CREEK VIC 3875, 200C Wattle Point Road FORGE CREEK VIC 3875, 200B Wattle Point Road FORGE CREEK VIC 3875</p> <p>Lot: CM1 PS: 524601, Lot: 1 PS: 524601, Lot: 2 PS: 524601, Lot: 3 PS: 524601, Lot: 4 PS: 524601, Lot: 5 PS: 524601, Lot: 6 PS: 524601, Lot: 7 PS: 524601, Lot: 8 PS: 524601, Lot: 9 PS: 524601, Lot: 10 PS: 524601, Lot: 11 PS: 524601, Lot: 12 PS: 524601, Lot: 13 PS: 524601, Lot: 14 PS: 524601, Lot: 15 PS: 524601, Lot: 16 PS: 524601, PtL: CM1 PS: 524601</p>
<p>The application is to amend permit number 5.1992.20.3 by:</p>	<ul style="list-style-type: none"> - Amendment to the preamble - Amending the wording of Section 173 agreement AD393357M
<p>The applicant for the amendment to the permit is:</p>	<p>Crowther & Sadler Pty Ltd</p>
<p>The application reference number is:</p>	<p>5.1992.20.4</p>

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/submitting-an-application>

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

April McDonald

From: Snapforms Notifications <no-reply@snapforms.com.au>
Sent: Friday, 20 February 2026 2:46 PM
To: Planning Unit Administration
Subject: Application to Amend a Planning Permit received
Attachments: 20683 COT Vol 10858 Fol 699 Lot 16.pdf; 20683 Amendment Report.pdf; 20683 Amended conditions.docx; Amend_a_Planning_Permit_2026-02-20T14-45-28_31228524_0.pdf

Application to amend a Planning Permit

An "Application to amend a planning permit" 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: 1-16/200

Street name: Wattle Point Road

Town: Forge Creek

Post code: 3875

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

Planning Permit Amended: 5.1992.20.3

Original Estimate: 0

New cost development: 0

The application is to amend the existing planning permit by (select all that apply): Adding, changing, or deleting a matter for which the permit is required, Deleting or amending conditions

Existing conditions : Tourist Resort

Has there been a pre-application meeting: Yes

Officer's name: Martin Richardson

Your reference number: Council & Crowther Sadler regular meeting

ExtraFile: 1

Invoice Payer: Crowther & Sadler Pty Ltd

Address for Invoice: PO Box 722 Bairnsdale 3875

Invoice Email: contact@crowthersadler.com.au

Primary Phone Invoice: 51 52 5011

Declaration: Yes

Authority Check: Yes

Notice Contact Check: Yes

Notice check 2: Yes

Privacy Statement Acknowledge: Yes

Covenants agreements: [20683 COT Vol 10858 Fol 699 Lot 16.pdf](#)

Planning report: [20683 Amendment Report.pdf](#)

Full copy of Title: [20683 COT Vol 10858 Fol 699 Lot 16.pdf](#)

1. Supporting information/reports: [20683 Amended conditions.docx](#)

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

VOLUME 10858 FOLIO 699

Security no : 124110386924R
Produced 09/11/2023 03:14 PM

LAND DESCRIPTION

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

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor

ENCUMBRANCES, CAVEATS AND NOTICES

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

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

DIAGRAM LOCATION

SEE PS524601B FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

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

ADMINISTRATIVE NOTICES

NIL

eCT Control 17349J BDLEGAL
Effective from 30/03/2022

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

OWNERS CORPORATIONS

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

DOCUMENT END



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 09/11/2023 03:15:32 PM

OWNERS CORPORATION 1
PLAN NO. PS524601B

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

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 16.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

200 WATTLE POINT ROAD WATTLE POINT VIC 3875

PS524601B 22/02/2005

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. AE948529K 12/04/2007

Additional Owners Corporation Information:

NIL

Notations:

NIL

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

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Owners Corporation Search Report

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**OWNERS CORPORATION 1
PLAN NO. PS524601B**

Entitlement and Liability:

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

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

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

Statement End.



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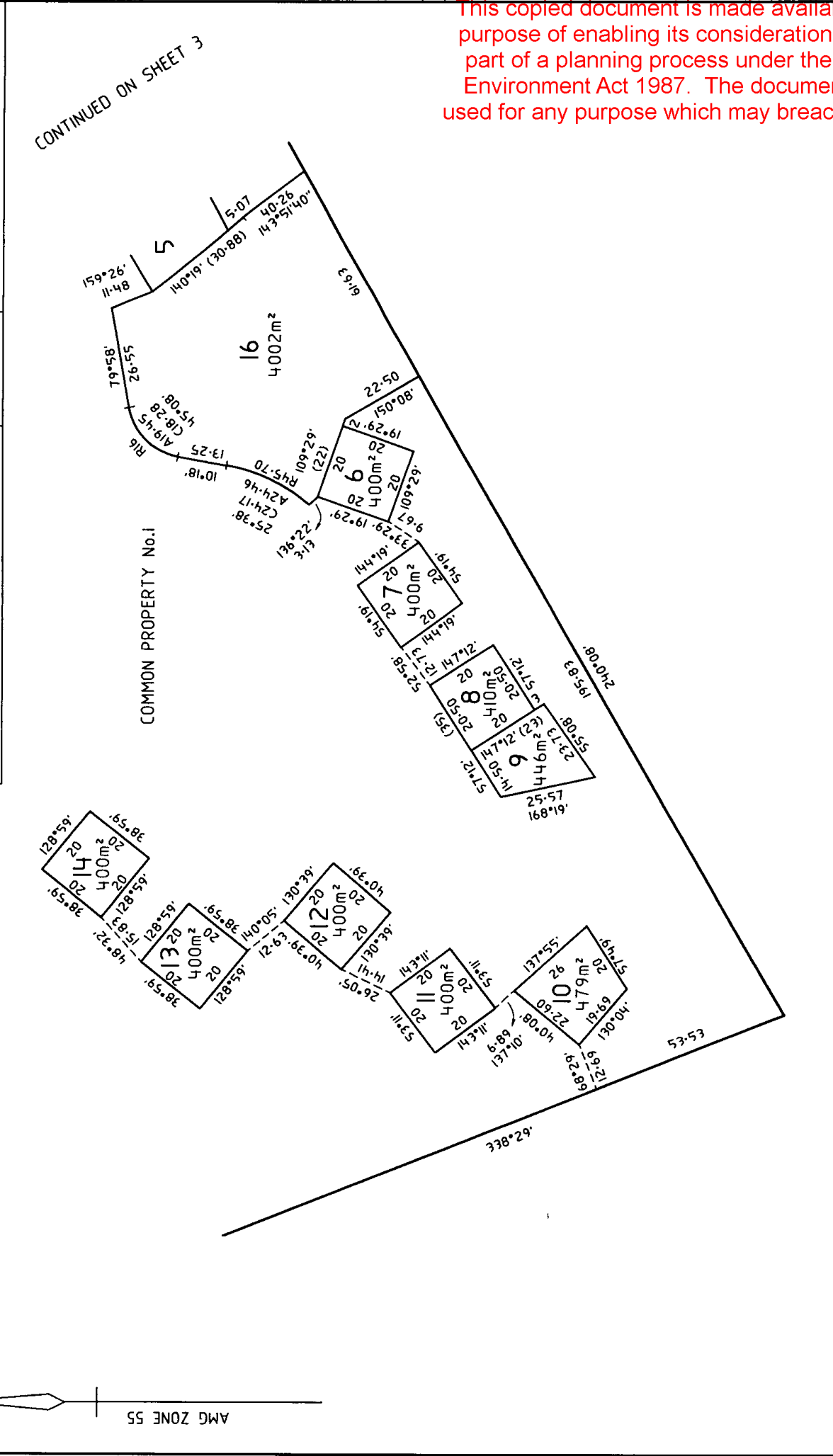
<h2 style="margin: 0;">PLAN OF SUBDIVISION</h2> <p style="margin: 0;">UNDER SECTION 32A OF THE SUBDIVISION ACT 1988</p>	<p style="margin: 0; font-size: small;">STAGE No. LTO USE ONLY PLAN NUMBER</p> <h1 style="margin: 0;">EDITION 1 PS 524601B</h1>				
<p style="text-align: center; margin: 0;">LOCATION OF LAND</p> <p>PARISH: GOON MURE TOWNSHIP: — SECTION: 25 CROWN ALLOTMENT: 11A CROWN PORTION: —</p> <p>TITLE REFERENCES: VOL 10130 FOL's 323 TO 339 INCLUSIVE VOL 10273 FOL 804 VOL 10273 FOL 805 VOL 10312 FOL 917</p> <p>LAST PLAN REFERENCE: LOTS 1 TO 17 & COMMON PROPERTY ON PS3171410</p> <p>POSTAL ADDRESS: (At time of subdivision) WATTLE POINT ROAD, WATTLE POINT</p> <p>AMG CO-ORDINATES: (Of approx. centre of land in plan) E 554 300 N 5796 300 ZONE: 55</p>	<p>COUNCIL NAME: EAST GIPPSLAND SHIRE COUNCIL REF: 10/2004/CRT</p> <ol style="list-style-type: none"> 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. <p>OPEN SPACE</p> <p>(i) A requirement for public open space under Section 18 Subdivision Act 1988 has / has not been made.</p> <p>(ii) The requirement has been satisfied.</p> <p>(iii) The requirement is to be satisfied in stage — Council Delegate Council seal Date 15 / 06 / 04 Re-certified under Section 11(7) of the Subdivision Act 1988 — Council Delegate Council seal Date — / — /</p>				
<p>VESTING OF ROADS AND/OR RESERVES</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:50%;">IDENTIFIER</th> <th style="width:50%;">COUNCIL/BODY/PERSON</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">NIL</td> <td style="text-align: center;">NIL</td> </tr> </tbody> </table>		IDENTIFIER	COUNCIL/BODY/PERSON	NIL	NIL
IDENTIFIER	COUNCIL/BODY/PERSON				
NIL	NIL				
<p>NOTATIONS</p> <p>STAGING This is / is not a staged subdivision Planning Permit No</p> <p>DEPTH LIMITATION DOES NOT APPLY</p>					
<p>SURVEY: THIS PLAN IS / IS NOT BASED ON SURVEY</p> <p>THIS SURVEY IS CONNECTED TO PERMANENT MARK No(s)</p>					

EASEMENT INFORMATION					<p style="font-size: small;">LTO USE ONLY</p> <p style="font-size: small;">STATEMENT OF COMPLIANCE / EXEMPTION STATEMENT</p> <p>RECEIVED <input checked="" type="checkbox"/></p> <p>DATE 24 / 1 / 05</p>									
<p>LEGEND A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)</p>					<p style="font-size: small;">LTO USE ONLY</p> <p style="font-size: small;">PLAN REGISTERED</p> <p style="font-size: small;">TIME 2:23pm</p> <p style="font-size: small;">DATE 22 / 2 / 05</p> <p style="text-align: center; font-size: small;"><i>K. B. B...</i> Assistant Registrar of Titles</p>									
<p style="font-size: small;">SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO THE LAND IN THIS PLAN</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:10%;">Easement Reference</th> <th style="width:20%;">Purpose</th> <th style="width:10%;">Width (Metres)</th> <th style="width:20%;">Origin</th> <th style="width:30%;">Land Benefited/In Favour Of</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">E-1</td> <td>POWERLINE</td> <td style="text-align: center;">16</td> <td>THIS PLAN - SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000</td> <td>TXU ELECTRICITY LTD.</td> </tr> </tbody> </table>						Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	E-1	POWERLINE	16	THIS PLAN - SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of										
E-1	POWERLINE	16	THIS PLAN - SECTION 88 OF THE ELECTRICITY INDUSTRY ACT 2000	TXU ELECTRICITY LTD.										
<p>Crowther & Sadler Pty. Ltd.</p> <p style="font-size: small;">LICENSED SURVEYORS & TOWN PLANNERS 1&2 MACLEOD STREET, BAIRNSDALE, VIC., 3876 TELEPHONE (03) 5162 6011</p>			<p>LICENSED SURVEYOR MICHAEL JOSEPH SADLER</p> <p>SIGNATURE DATE / /</p> <p>REF 10701 VERSION 2</p>		<p>DATE 15 / 06 / 04</p> <p>COUNCIL DELEGATE SIGNATURE</p> <p style="font-size: small;">ORIGINAL SHEET SIZE A3</p>									

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

STAGE No. /
PLAN NUMBER
PS 524601B



Crowtner & Sadler Pty Ltd. LICENSED SURVEYORS & TOWN PLANNERS 162 MACLEOD STREET, BAIRNSDALE, VIC., 3876 TELEPHONE (03) 6162 6011	SCALE 10 0 10 20 30 40 50 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE SCALE 1:1000 A3	LICENSED SURVEYOR MICHAEL JOSEPH SADLER SIGNATURE / DATE / REF 10701 VERSION 2	SHEET 4 OF 5 SHEETS DATE / / COUNCIL DELEGATE SIGNATURE
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PS524601B

FOR CURRENT BODY CORPORATE DETAILS
SEE BODY CORPORATE SEARCH REPORT

Sheet 5

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AD39357M

27/01/2005 \$240 173



Form 13

Section 181

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

Planning and Environment Act 1987

Lodged at the Land Titles Office by:



DAD393357M-1-6

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

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

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

Authority: East Gippsland Shire Council

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

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

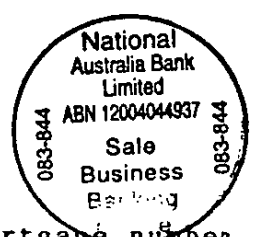
A copy of the agreement is attached to this application

Signature for the Authority: [Handwritten Signature]

DANIEL STRACHAN, PLANNING OFFICER
Name of Officer:

Date: 23/11/2004

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



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

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

LTF 23/2/05

[Handwritten Signature]

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

The Owner

and

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

The Council

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



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

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AD393357M



AGREEMENT UNDER SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987

THIS AGREEMENT is made the *23rd* day of *November* 2004.

PARTIES

The parties to this Agreement are:

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

and

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

INTRODUCTION

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



0AD393357M-3-2

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

IT IS AGREED



1. DEFINITIONS

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

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

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

2. INTERPRETATION

In this Agreement unless the context permits otherwise:



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

3. CANCELLATION OF EXISTING AGREEMENT

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

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

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



4. APPLICATION OF AGREEMENT

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

5. SPECIFIC OBLIGATIONS OF THE OWNER

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

AD393357M

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6. FURTHER OBLIGATIONS OF THE OWNER

The Owner further agrees to:

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

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7. OBLIGATIONS OF THE MANAGER

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

8. OWNER'S WARRANTY

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Land which may be affected by this Agreement.

9. SUCCESSORS IN TITLE

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

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

10. NOTICES

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

AD393357M

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

11. NO WAIVER

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

12. SEVERABILITY

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

13. NO FETTERING OF COUNCIL'S POWERS

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

14. COMMENCEMENT OF AGREEMENT

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

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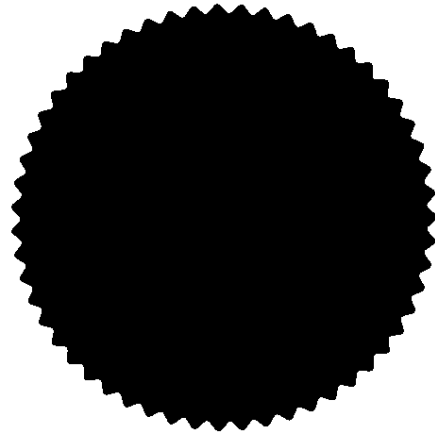
EXECUTED by the parties on the date set out at the commencement of this Agreement.

THE COMMON SEAL of EAST GIPPSLAND)
SHIRE COUNCIL (ABN 81 957 967 765) was)
affixed this 23rd day of November)
2004 in the presence of)

Councillor [Signature])

~~Councillor~~ [Signature])

Chief Executive Officer [Signature])



EXECUTED by 2MK PTY LTD (ACN 082 899 974)
by being signed by the person who is authorised)
to sign for the company:)

~~Sole Director and Sole Company Secretary~~)

Full Name MICHAEL DAVID KINE)

Usual Address 200 WATTLE POINT RD
BAIRNSDALE 3875)

[Signature]
Director / Secretary

FULL NAME: MARGARET LORRAINE KING
USUAL ADDRESS: 200 WATTLE POINT RD
BAIRNSDALE 3875

THE COMMON SEAL of BARLOHN PTY LTD)
(ACN 005 818 155) was affixed in the presence)
of authorised persons:)

Director [Signature])

Full name LESLIE ROBERT KNIGHT)

Usual address 3545 BAIRNSDALE DARCO ROAD
STRATFORD VIC 3862)

Secretary [Signature])

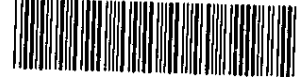
Full name HEATHER MARGERY KNIGHT)

Usual address 3545 BAIRNSDALE DARCO ROAD
STRATFORD VIC 3862)



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**Appendix A
Management Plan**



DAD393357M-10-9

1. Specific Obligations of the Owner

The Owner agrees that:

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

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

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

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

2. Specific Obligations Of The Manager

The Obligations of the Manager are to:

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



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DAD393357M-13-0

Form 4.4

PLANNING PERMIT

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

ADDRESS OF THE LAND

200 Wattle Point Road WATTLE POINT
Lot 1 LP 317141, UR 2005424, Lot 3 LP 317141, Lot 5 LP 317141, Lot 6 LP 317141, Lot 7 LP 317141, Lot 8 LP 317141, Lot 9 LP 317141, Lot 10 LP 317141, Lot 11 LP 317141, Lot 12 LP 317141, Lot 13 LP 317141, Lot 14 LP 317141, Lot 15 LP 317141, Lot 16 LP 31...
BN: 2593 2

THE PERMIT ALLOWS

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

THE FOLLOWING CONDITIONS APPLY TO THIS PERMIT:

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

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

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

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

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

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



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

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



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

Note:

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

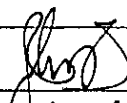
No vehicular access along or across the Public Purposes Reserve (Foreshore Reserve) which adjoins the subject land shall occur or be provided for without the written approval of the Department of Sustainability and Environment.

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

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

Date Issued: 19 May 2004

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Signature for the Responsible Authority

AD393357M

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Our ref: 20683

20 February 2026

Mr. Andrew Bates
Senior Statutory Planner
East Gippsland Shire Council
Via: Portal

Dear Andrew,

**Re: Application to Amend Planning Permit 5.1992.20.3
Units 1-16/200 Wattle Point Road, Forge Creek
CM1, Lots 1-16 PS: 524601**

We refer to discussions with senior Council planning officers regarding the need to amend planning permit 5.1992.20.3.

Council determined to end Section 173 agreement AD393357M on the 1 November 2024 on the basis a new agreement was entered into to amend the management plan.

Council also advised that the ending of Section 173 agreement AD393357M was conditional on the basis that the permit be amended to delete condition 2 of the permit to rectify any confusion as to how many persons can occupy the subject land. The number of persons to occupy the land is to be regulated by the new Section 173 agreement.

On the 28 April 2025 planning permit 5.1992.20.3 was amended to delete condition 2 of the planning permit.

Due to the ownership configuration of the property Council's legal advisors determined that it would be more prudent that Council amends Section 173 agreement AD393357M rather than landowners ending Section 173 agreement AD393357M and entering a new agreement.

Council's legal advisors reviewed amended planning permit 5.1992.20.3 and Section 173 agreement AD393357M and determined that a further amendment to the permit was required.

Council's legal advisors have instructed that the permit description and use of the land is required to be changed from tourist resort. We have suggested accommodation given there is no definition of tourist resort and allows for broad accommodation offerings such as worker accommodation or emergency recovery accommodation as agreed to by Council. There is also the need to include a condition of the permit to stipulate the amendments required to Section 173 agreement AD393357M.



FS 520900



East Gippsland Shire Council

To enable the amendment of Section 173 agreement AD393357M we are submitting an application to amend planning permit 5.1992.20.3.

The application seeks to amend the description of the permit to include the use of the land for accommodation and include a permit condition that stipulates the required amendments to Section 173 agreement AD393357M.

We have submitted a draft of the amended permit to assist with Council's considerations of the application.

We note that the previous Manager of Planning agreed to waive the application fee pursuant to Regulation 20 (b) of the *Planning and Environment (Fees) Regulations 2016* due to the minor nature of the matter to be decided.

Should you have any questions please contact our office.

Regards,

RICHARD HOXLEY
Director, Principle Planner

Encl. Draft Amended Permit